Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, October 18, 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 - September 20, 2021
2. List of Bills - October 2021
3. September 2021 Financial Statements
4. Second Reading Ordinance No. 2021-207 - Annexing certain unincorporated lands located in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 122.71 acres and known as the Held Farm Annexation
5. Second Reading Ordinance No. 2021-208 - Approval of H-A Zoning of the property known as the Held Farm Annexation located in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 122.71 acres.
6. Second Reading Ordinance No. 2021-209 - Annexing certain unincorporated lands located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 240.96 acres, and known as the Whitehall Annexation
7. Second Reading Ordinance No. 2021-210 - Approval of PUD-MU Zoning of the property known as the Whitehall Annexation located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 240.96 acres.
8. Annexation Agreement for Whitehall Annexation
9. Annexation Agreement for Held Farm Annexation

10. Agreement for ProCode Inc. to Provide Building Division Services
11. Water and Sewer Service Agreement - Crowne Apartments at 2534
12. Water & Sewer Service Agreement - Limelight Properties at 2534
13. Resolution 2021-37 Acknowledging Receipt of the Fiscal Year 2022 Preliminary Budget
14. Fourth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority
15. Colorado Opioid Settlement Memorandum Of Understanding Authorization, Participation Forms, and Escrow Agreement

TOWN MANAGER REPORT

16. Town Manager's Report

TOWN ATTORNEY REPORT

PUBLIC HEARING

17. Public Hearing to consider Resolution 2021-38 Approving the Uncle Benny's Marketplace Resubdivision to create four commercial lots
18. Public Hearing for Ordinance 2021-211 Approving the Welty Ridge Outline Development Plan Amendment 1
19. Public Hearing to consider Resolution 2021-39 Approving the Final Subdivision Plat and Final Development Plans for the 1st Replat of Block 1 of Mountain View West Subdivision Replat Amendment No. 1 to create 143 Townhome Lots
20. An Ordinance Amending Sections 7-121 And 7-138 Of The Johnstown Municipal Code Prohibiting Roosters In The Town

NEW BUSINESS

21. Development Agreement - 1st Replat of Block 1 of Mountain View West Subdivision Replat Amendment No. 1
22. Water and Sewer Service Agreement - First Amendment to WSSA with Parish LLC, for Mountain View Subdivision
23. Water and Sewer Service Agreement - 1st Replat of Block 1 of Mountain View West Subdivision Replat Amendment No. 1
24. Resolution 2021-40 Approving Economic Incentive Agreement with Buc-ee's LLC

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

25. Informational Items

ADJOURN

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.

Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, September 20, 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 Damien Berg
Councilmember Jesse Molinar, Jr.
Councilmember Bill Stevens
Councilmember Amy Tallent
Councilmember Chad Young

ABSENT
Councilmember Troy Mellon

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Ellen Hilbig, Interim Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director and Brian Phillips, Chief of Police.

AGENDA APPROVAL

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

SPECIAL PRESENTATIONS

1. Wastewater Revenue Bond Overview, Series 2021 - Stacey Berlinger of Stifel, Nicholaus & Company Inc. was present to give Council an overview of the $46,585,000 Wastewater Revenue Bonds, Series 21, that where recently sold to assist with the cost of updating the current wastewater treatment facilities and related sanitary sewer improvements.

PUBLIC COMMENT

Tim Lucas of 1769 Suntide Drive representing an informal group of pickle ball players, asked Council to consider building some dedicated pickle ball courts in the Town.

Dana Pelon of 406 Sycamore Avenue had questions in reference to the Waste Connections contract and the amount that they are charging the residents for recycling and regular weekly pickup.

CONSENT AGENDA

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

- Minutes - September 8, 2021
- List of Bills - September 2021
- August 2021 Financial Statements

PUBLIC HEARING

1. Resolution 2021-31 Approving the Consolidated Service Plan for Granary Metropolitan District Nos.1-9 - Mayor Lebsack opened the public hearing at 7:13 p.m. and heard from staff. An application for approval of a Consolidated Service Plan was submitted for Granary Metropolitan District Nos. 1-9 by Hartford Acquisitions, LLC. The service area consists of approximately 294 acres. Representatives from the Town and applicant were available to answer questions. Having no public comments, the public hearing closed at 7:22 p.m. Motion made by Councilmember Tallent, seconded by Councilmember Young to move to approve Resolution 2021-31 a Resolution Approving the Service Plan for Granary Metropolitan District Nos. 1-9. Motion carried with a unanimous vote.

2. Resolution 2021-32 Approving the Consolidated Service Plan for Riverbend Estates Metropolitan District Nos 1-3 - Mayor Lebsack opened the public hearing at 7:25 p.m. and heard from staff. An application for approval of a Consolidated Service Plan was submitted for Riverbend Estates Metropolitan District nos. 1-3 by George L. Seward and Riverbend Development Company, LLC. The district's service area consists of approximately 167 acres. Representatives from the Town and the applicant were present to answer any questions. Having no public comment, the public hearing closed at 7:37 p.m. Motion made by Councilmember Molinar, seconded by Councilmember Berg to approve Resolution 2021-32, a Resolution Approving the Service Plan for Riverbend Estates Metropolitan District Nos. 1-3. Motion carried with a unanimous vote.

3. Resolution 2021-33 Approving the Consolidated Service Plan for Podtburg Metropolitan District Nos. 1-6 - Mayor Lebsack opened the public hearing at 7:30 p.m. and heard from staff. An application for approval of a Service Plan was submitted for Podtburg Metropolitan District Nos 1-6 by Podtburg Dairy Limited Partnership, LLLP. The total area proposed to be in the district is 449 acres. The district is proposed to be commercial and residential with a 290-acre golf course. Representatives from the Town and the applicant were present to answer questions. Having no public comment, the hearing closed at 7:48 p.m. Motion made by Councilmember Young, seconded by Councilmember Molinar, Jr. to approve Resolution No. 2021-33, a Resolution Approving the Service Plan for Podtburg Metropolitan District Nos. 1-6. Motion carried with a unanimous vote.

4. Resolution 2021-34 and Ordinance 2021-207 regarding the Held Farm Annexation – Mayor Lebsack opened the public hearing at 7:49 p.m. and heard from staff. This is a request from the applicant Platte Land & Water, LLC to annex approximately 122.71 acres known as the

Held Farm Annexation. Representatives of the applicant were present to answer any questions. Having no public comment, the public hearing was closed at 7:55 p.m.

Motion made by Councilmember Berg, seconded by Councilmember Young to approve Resolution 2021-34, Findings of Fact and Conclusions Based Thereon with Respect to the Held Farm Annexation. Motion carried with a unanimous vote.

Motion made by Councilmember Berg, seconded by Councilmember Young to approve Ordinance 2021-207 Annexing certain unincorporated lands located in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 8062 County Road 48 1/2, County of Weld, State of Colorado, consisting of approximately 122.71 acres, and known as the Held Farm Annexation. Motion carried with a unanimous vote.

5. Ordinance 2021-208 Approving the Establishment of H-A Zoning for the Held Farm Annexation - Mayor Lebsack opened the public hearing at 7:57 p.m. and heard from staff. The applicant Platte Land & Water, LLC is requesting an H-A zoning for the property known as Held Farm Annexation. Having no public comment, the public hearing was closed at 7:58 p.m. Motion made by Councilmember Young, seconded by Councilmember Tallent to approve Ordinance No. 2021-208 Approval of H-A Zoning of the property known as the Held Farm Annexation located in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 8062 County Road 48 1/2, County of Weld, State of Colorado, consisting of approximately 122.71 acres. Motion carried with a unanimous vote.

6. Resolution 2021-35 and Ordinance 2021-209 regarding the Whitehall Annexation – Mayor Lebsack opened the public hearing at 8:00 p.m. and heard from staff. This is a request from the applicant, Sauer Phantom 5, LLC and Sauer-Whitehall, LLC to annex approximately 240.96 acres known as the Whitehall Annexation. Having no public comment, the public hearing was closed at 8:07 p.m.

Motion made by Councilmember Berg, seconded by Councilmember Molinar Jr. to approve Resolution 2021-35 Findings of Fact and Conclusions Based Thereon with Respect to the Whitehall Annexation. Motion carried with a unanimous vote.

Motion made by Councilmember Berg, seconded by Councilmember Young to approve Ordinance No. 2021-210 Annexing certain unincorporated lands located in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 5631 County Road 46, County of Weld, State of Colorado, Consisting of Approximately 240.96 acres, and known as the Whitehall Annexation. Motion carried with a unanimous vote.

7. Resolution 2021-36 Approving the Final Plat for Thompson River Ranch Filing No. 12- Mayor Lebsack opened the public hearing at 8:13 p.m. and heard from staff. The applicant, Clayton Properties Group, Inc. is requesting final subdivision approval of 57.062 acres of land. The proposed subdivision includes 164 lots for single family detached homes. Representatives from the applicant was present to answer questions. Having no public comment, the hearing closed at 8:23 p.m. Motion made by Councilmember Berg, seconded by Councilmember Molinar Jr. to approve Resolution 2021-36 Approving Thompson River Ranch Filing No. 12 with conditions as stated within the resolution. Motion carried with a unanimous vote.

NEW BUSINESS

1. Water and Sewer Service Agreement Thompson River Ranch Filing No. 12 – Motion made by Councilmember Tallent, seconded by Councilmember Molinar to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 12. Motion carried with a unanimous vote.

2. Subdivision Development and Improvement Agreement Thompson River Ranch Filing No. 12 – The Developer, Clayton Properties Group II, Inc. dba Oakwood Homes, received final approval of a final subdivision plat for 164 single family home and carriage lots. The proposed agreement is based upon the Town's standard agreement and requires construction of improvements in accordance with the approved development plans and construction plans. Motion made by Councilmember Tallent, seconded by Councilmember Berg to approve the Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 12. Motion carried with a unanimous vote.

EXECUTIVE SESSION

Motion made by Councilmember Berg, seconded by Councilmember Young to convene into Executive Session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding acquisition of rights-of-way/easements.

To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. 24-6-402(4)(a) Sale of Real Property.

Motion carried with a unanimous vote. Councilmember Amy Tallent excused herself from the discussion of Sale of Real Property.

The mayor reconvened the Regular Meeting at 9:37 p.m. and stated the only items discussed was what was stated in the motion.

ADJOURN

The meeting adjourned at 9:37 p.m.

Mayor Town Clerk

Town of Johnstown
List of Bills - September 4, 2021 - October 4, 2021

Item #2.

Vendor	Description	Dept.	Amount
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire Inc	Vehicle maintenance	PW/PD	3,077.32
A Good Hair Day	Johnstown Cash	ADM	20.00
Ace Hardware	Supplies	PW/PD	601.37
Ace Hardware of Johnstown	Johnstown Cash	ADM	440.00
Adamson Police Products	Uniforms	PD	79.90
A-One Chipseal	Crackseal services	PW	88,800.00
Applied Concepts, Inc	Radar units	PD	5,274.50
Aqua Backflow, Inc.	Mailings	PW	110.00
Aqua Engineering	Engineering services	PW	54,826.64
Arapahoe Rental	Supplies	PW	63.70
Avalis Wayfinding Solutions, Inc	Signage	ADM	753.30
BHA Design Incorporated	Professional services	ADM	6,605.00
Black Sheep Coffee & Crepes	Johnstown Cash	ADM	60.00
Bludot Technologies Inc.	Economic Development CRM	ADM	195.00
B's Coffee	Johnstown Cash	ADM	120.00
Calgon Carbon Corp	Chemicals	PW	7,240.00
Canine Cuts Grooming Salon	Johnstown Cash	ADM	20.00
Canyon Systems, Inc.	Lift station repairs	PW	1,217.43
Card Services	Supplies/training	ALL	15,311.59
Caselle, Inc	Software support	ALL	1,796.00
Cassidy's Sports Grill	Johnstown Cash	ADM	40.00
CB&I Group Storage Tanks Solutions LLC	South water tower	PW	136,325.00
Central Weld County Water District	Interconnect	PW	710.74
CenturyLink	Phone service	PW	249.35
Cinco Brothers Barbershop	Johnstown Cash	ADM	40.00
Cintas	Mat service	PW	677.53
City of Greeley	Interconnect	PW	196.30
City of Loveland	Training	PD	400.00
Colorado Analytical Labs	Lab testing	PW	2,195.00
Colorado Division of Water Resources	Johnstown Lake dam project	PW	5,538.00
Colorado Greenbelt Management	Grounds maintenance	PW	1,375.00
Compensation Studio LLC	Compensation survey	ADM	2,400.00
Connected Chiropractic	Johnstown Cash	ADM	20.00
Connell Resources, Inc.	Professional services	PW	659,182.12
Consolidated Home Supply Ditch &	Professional services	PW	2,886.25
Core & Main	Supplies	PW	540.06
Davis Graham & Stubbs LLP	Professional services	PW	7,600.00
DBC Irrigation Supply	Irrigation supplies	PW	206.79
DeFALCO Construction Co	Waterline project	PW	215,283.36
Denali Water Solutions LLC	Sludge removal	PW	5,742.64
Dent Vision	Auto repair	PD	11,075.78
Devon McCarty	Supplies reimbursement	ADM	179.99
Dietze and Davis P.C.	Billback - Professional services	ADM	4,548.00
Don Gardner	CDL medical reimbursement	ADM	95.00
DPC Industries Inc	Chemicals	PW	15,125.72

Town of Johnstown
List of Bills - September 4, 2021 - October 4, 2021

Vendor	Description	Dept.	Amount
Faris Machinery Co.	Equipment repair	PW	1,074.74
Ferguson Waterworks	Supplies	PW	176.73
Firestone Complete Auto Care	Vehicle maintenance	PD	1,161.50
First Class Security Systems	Fire system monitoring	PW	128.80
Fort Collins Dodge Chrysler Jeep	Vehicle repair	PD	425.14
Frontier Business Products	Printing supplies	ADM	770.49
Frontier Fertilizer & Chemical	Chemicals	PW	45.90
Galls LLC	Uniforms	PD	199.29
Glenn A. Jones Library	Library support	ADM	94,804.75
Go Play Inc.	Playground equipment	PW	13,970.50
Goldstar Products Inc.	Chemicals	PW	1,646.84
Grainger, Inc.	Supplies	PW	1,568.33
Ground Engineering Consultants, Inc.	Professional services	PW	338.50
Hach Company	Supplies	PW	2,693.01
Hays Market	Johnstown Cash	ADM	780.00
Hays Market	Supplies	ADM/PW	58.12
Helton & Williamsen, P.C.	Engineering services	ADM	7,442.50
Hill & Robbins, PC	Professional services	ADM	2,044.50
Hiroshi Teriyaki Grill, Inc.	Johnstown Cash	ADM	20.00
Hirschfeld Backhoe & Pipeline, Inc.	Waterline project	PW	20,092.00
Hudick Excavating Inc.	Hydrant meter deposit refund	PW	1,500.00
IMEG Corp	Billback -Engineering services	ADM	36,135.00
Intoximeters Inc.	Supplies	PD	2,225.00
InVision GIS	GIS services	ADM	4,620.00
Johnstown Barber Shop	Johnstown Cash	ADM	20.00
Johnstown Breeze	Billback - Publications	ADM	839.06
Johnstown Housing Authority	Fire alarm/suppression system	ADM	11,500.00
Johnstown Lunch Box, LLC	Johnstown Cash	ADM	100.00
J-Town Nutrition	Johnstown Cash	ADM	20.00
KCG Drug Alcohol Solutions	Professional services	PD	382.50
King Surveyors	Professional services	ADM	1,033.00
Language Line Services Inc.	Professional services	PD	36.25
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	4,946.38
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	24,313.00
Lazar, Michael	Municipal Court Judge	ADM	3,120.00
Lazy Dog Johnstown, LLC	Johnstown Cash	ADM	160.00
Lift Coffee Bar	Johnstown Cash	ADM	120.00
Little Thompson Water District	Interconnect	PW	11,220.63
Loveland Barricade LLC	Street signs	PW	360.00
Lowe's	Supplies	PW	155.11
Mac Equipment, Inc	Equipment repair	PW	193.27
Magellan Advisors LLC	Broadbank study expenses	ADM	14,525.00
Mares Auto Inc.	Vehicle repairs	PW/PD	383.00
McGeady Becher P.C.	Professional services	ADM	15,691.50
Michael Maring	Certification reimbursement	PW	100.00
Milliken Johnstown Electric	Electrical services	PW	339.00

Town of Johnstown
List of Bills - September 4, 2021 - October 4, 2021

Item #2.

Vendor	Description	Dept.	Amount
Moltz Construction Inc.	Engineering services	PW	12,365.00
Mr. Donuts	Johnstown Cash	ADM	40.00
Municode	Software support	ADM	300.00
Nalco Company LLC	Chemicals	PW	40,988.53
Napa Auto Parts, Inc	Supplies	PW/PD	2,396.17
Shirley Newsom Gamez	Mileage	ADM	65.00
Northern Water	Water assessment	PW	24,812.25
Office Depot Business Credit	Office supplies	ALL	186.73
David Ostermiller	CDL reimbursement	PW	95.00
Otak	Trail project	PW	7,669.42
Peak View Enterprises, LLC	Broadband study	ADM	5,000.00
Pioneer	Landscape services	PW	48.35
Pitney Bowes Global	Postage meter	PD/ADM	277.47
Poudre Valley REA	Utilities	ALL	28,359.54
Prairie Dog Pros, LLC	Professional services	PW	300.00
Prairie Mountain Media	Publications	ADM	94.52
Precision Family Eyecare	Johnstown Cash	ADM	20.00
ProCode Inc.	Inspection services	ADM	15,000.00
ProForce Law Enforcement	Supplies	PD	2,852.80
Purchase Power	Postage meter	ADM/PD	301.50
Rain For Rent Greeley	GAC project	PW	1,016.61
Ramaker & Associates, Inc.	Training	ADM	200.00
Ramey Environmental Compliance Inc.	Supplies	PW	27,371.51
Ray Allen Manufacturing	K9 training	PD	35.99
Rhinehart Oil Co., Inc.	Fuel	ALL	8,286.37
Rise & Shine Window Cleaning	Building maintenance	PW	1,028.00
Riverwood Massage	Johnstown Cash	ADM	60.00
Royal-T	Sewer cleaning	PW	120.00
S Lazy H Land & Livestock LLC	1 Share Home Supply Ditch Co.	PW	275,000.00
Sam's Club MC/SYNCB	Supplies	ADM	100.00
Santiago's Mexican Restaurant	Johnstown Cash	ADM	160.00
Steel Structures America, Inc.	Cemetary garage	PW	12,000.00
Stifel, Nicolaus & Company, Inc	Billback - Professional services	ADM	15,000.00
Tait & Associates, Inc.	Engineering services	PW	87,394.24
TDS	Telephone/internet	ALL	2,216.42
Temple Display Ltd.	Holiday decorations	ADM	12,499.43
The Home Depot	Supplies	PW	187.91
The Original Heavenlycakes	Johnstown Cash	ADM	180.00
The Tree Farm	Tree	ADM	232.30
TimberLAN	IT services	PD	3,153.75
T-Mobile	Telephone	PD	65.82
TopCo Realty	Facade Grant FY 2021	ADM	2,460.00
Trinity SCS, Inc.	Safety supplies	PW	112.20
TruGreen Chemlawn	Chemicals	PW	5,673.15
U.S. Postal Service	Post Office box	PD	102.00
UC Health Medical Group	Professional services	PD	176.34

Town of Johnstown

List of Bills - September 4, 2021 - October 4, 2021

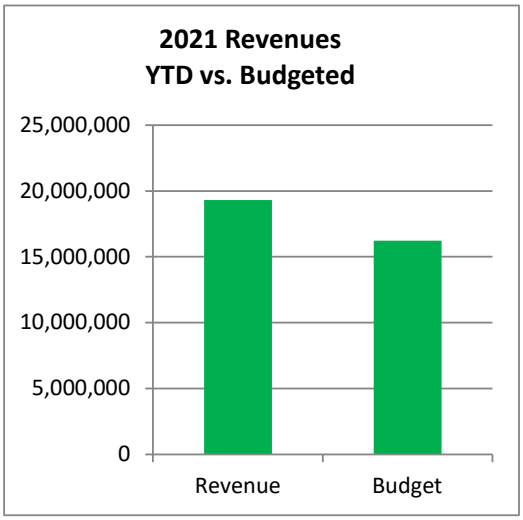
Vendor	Description	Dept.	Amount
United Power, Inc	Utilities	ALL	791.90
United States Plastic Corp	Supplies	PW	183.43
USA Bluebook	Supplies	PW	2,419.03
Utility Notification Center of Colo.	Locates	PW	929.28
Utility Refund	Utility refund	ADM	3,444.80
Vector Disease Control	Mosquito spraying	PW	3,389.15
Wagner Equipment Co.	Equipment repair	PW	1,839.10
Waste Management	Trash services	PW	64,328.81
Weld County	Radio replacements	PD	57,728.86
Weld County Dept of Public	Lab services	PW	690.50
Weld County Public Safety IT	Professional services	PD	320.60
Wellspring Therapeutics LLC	Johnstown Cash	ADM	20.00
Windstream	Telephone/internet	ALL	1,107.17
Winters, Hughes & Laue, LLC	Prosecuting Attorney services	ADM	4,612.50
Workwell Occupational Medicine	CDL physical	PW	90.00
WR Investment, LLC	Reimbursement agreement	ADM	13,800.00
Xcel Energy	Utilities	ALL	59,118.88
YMCA of Northern Colorado	Monthly support	ADM	83,333.34
Yost Cleaning	Monthly cleaning service	ALL	2,804.00
			2,441,199.14

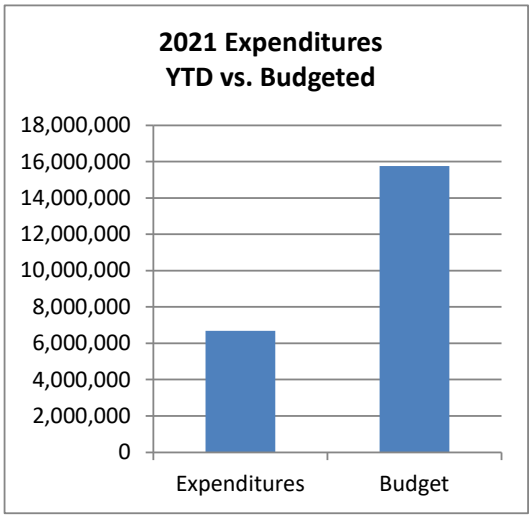
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending Sept 30, 2021
Unaudited

General Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	53,447,470	53,447,470	
Revenues:			
Taxes & Fees	16,751,944	14,917,027	112.3%
Licenses & Permits	1,551,718	899,350	172.5%
Fines & Forfeitures	197,017	122,000	161.5%
Intergovernmental	57,915	40,000	144.8%
Earnings on Investment	82,864	112,000	74.0%
Miscellaneous Revenue	660,182	121,500	543.4%
Transfers In	-	-	
Total Operating Revenues	19,301,640	16,211,877	119.1%
Expenditures:			
Legislative	1,023,952	1,675,200	61.1%
Town Manager	444,797	968,280	45.9%
Town Clerk	271,794	413,885	65.7%
Finance	117,915	265,230	44.5%
Planning	619,909	641,740	96.6%
Building Inspections	168,441	259,350	64.9%
Police	2,494,436	3,765,193	66.2%
Public Works	153,355	214,375	71.5%
Buildings	159,994	312,300	51.2%
Transfers Out	1,235,726	7,242,457	17.1%
Total Expenditures	6,690,319	15,758,010	42.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**12,611,322**	**453,867**	
Prior Period Adjustment			
Ending Fund Balance*	**66,058,792**	**53,901,337**	

** - Unaudited*

79% of the fiscal year has elapsed



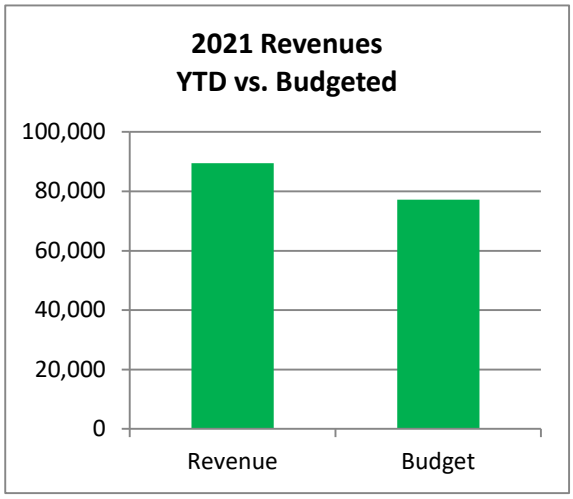


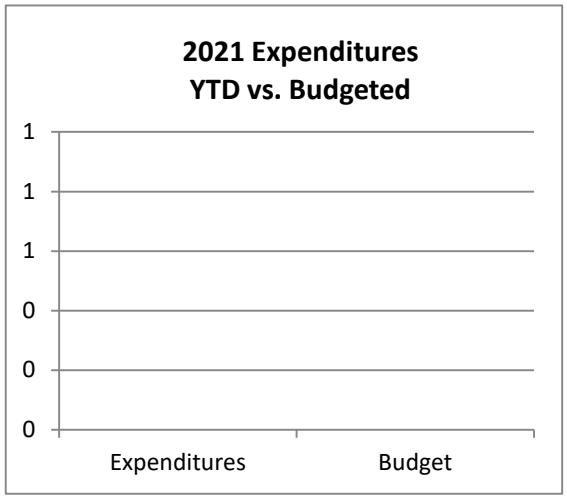
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending Sept 30, 2021
Unaudited

Conservation Trust Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	8,159	8,159	
Revenues:			
Intergovernmental	89,378	77,100	115.9%
Earnings on Investment	40	100	40.4%
Total Operating Revenues	89,418	77,200	115.8%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**89,418**	**77,200**	
Ending Fund Balance*	**97,577**	**85,359**	

** - Unaudited*

79% of the fiscal year has elapsed



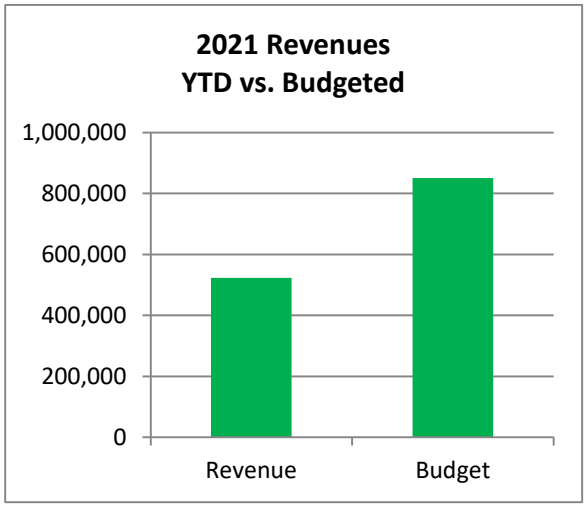


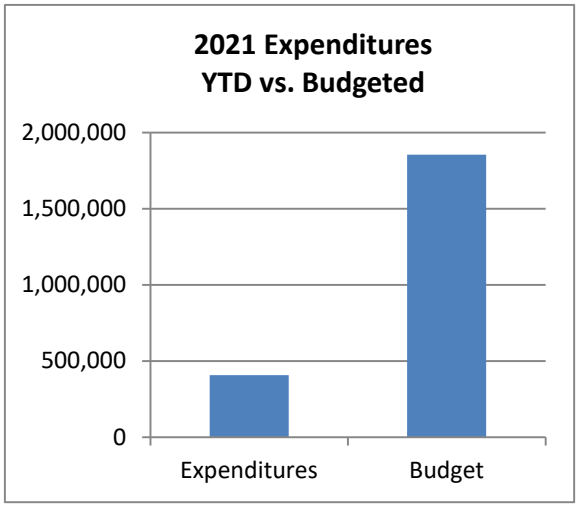
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending Sept 30, 2021
Unaudited

Parks and Open Space Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	7,286,213	7,286,213	
Revenues:			
Taxes & Fees	456,483	401,910	113.6%
Miscellaneous Revenue	64,408	207,000	31.1%
Transfers In	0	220,000	0.0%
Total Operating Revenues	522,942	850,910	61.5%
Expenditures:			
Operations	295,514	614,410	48.1%
Capital Outlay	112,394	1,240,000	9.1%
Transfers Out	-	-	
Total Expenditures	407,907	1,854,410	22.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**115,035**	**(1,003,500)**	
Ending Fund Balance*	**7,401,248**	**6,282,713**	

** - Unaudited*

79% of the fiscal year has elapsed



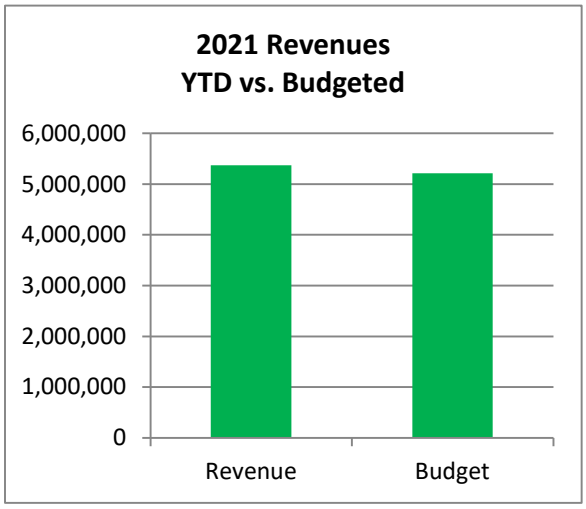


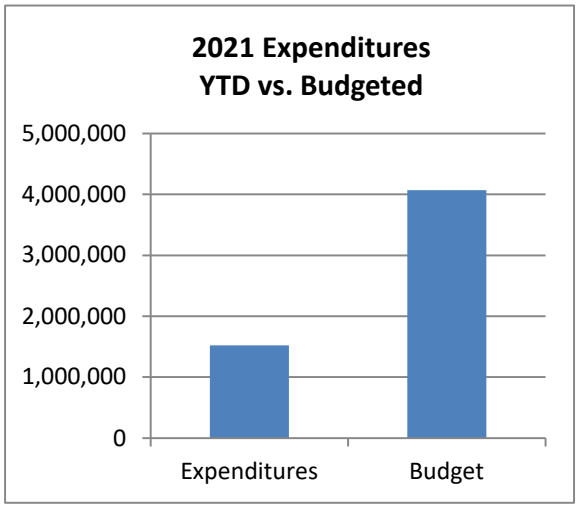
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending Sept 30, 2021
Unaudited

Street and Alley Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	9,867,537	9,867,537	
Revenues:			
Taxes & Fees	3,397,185	2,838,400	119.7%
Intergovernmental	195,790	1,207,666	16.2%
Charges for Services	573,718	715,477	80.2%
Capital Investment Fees	1,150,787	420,550	273.6%
Earnings on Investment	2,840	28,000	10.1%
Miscellaneous Revenues	50,653	-	0.0%
Total Operating Revenues	5,370,972	5,210,093	103.1%
Expenditures:			
Operations & Maintenance	1,443,291	3,049,400	47.3%
Capital	79,005	1,019,000	7.8%
Total Expenditures	1,522,296	4,068,400	37.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**3,848,676**	**1,141,693**	
Ending Fund Balance*	**13,716,213**	**11,009,230**	

** - Unaudited*

79% of the fiscal year has elapsed



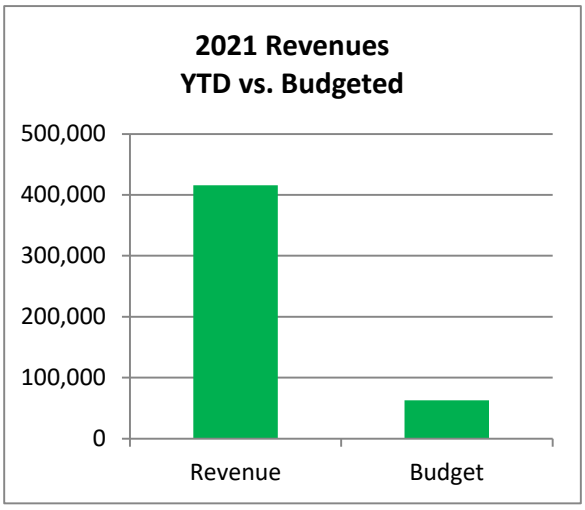


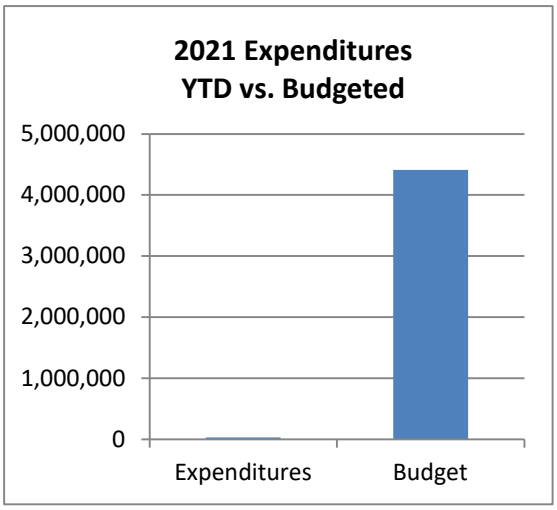
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending Sept 30, 2021
Unaudited

Capital Projects Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	13,928,958	13,928,958	
Revenues:			
Taxes and Fees	411,945	111,940	368.0%
Miscellaneous Revenue	-	-	
Interest	3,806	36,000	10.6%
Transfers In	-	(85,100)	
Total Operating Revenues	415,751	62,840	661.6%
Expenditures:			
Capital Outlay	32,733	4,410,200	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	32,733	4,410,200	0.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**383,018**	**(4,347,360)**	
Ending Fund Balance*	**14,311,976**	**9,581,598**	

** - Unaudited*

79% of the fiscal year has elapsed



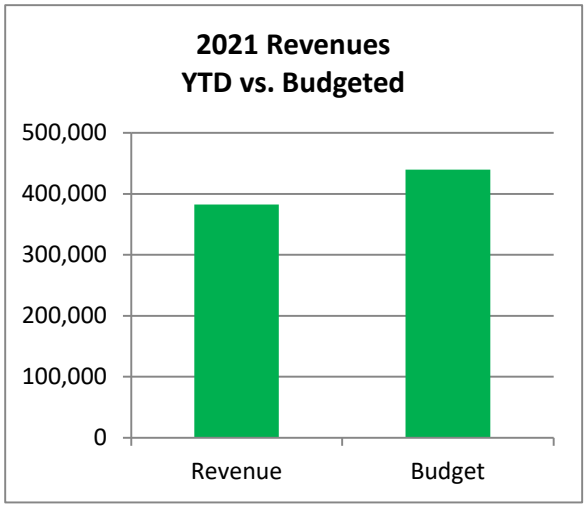


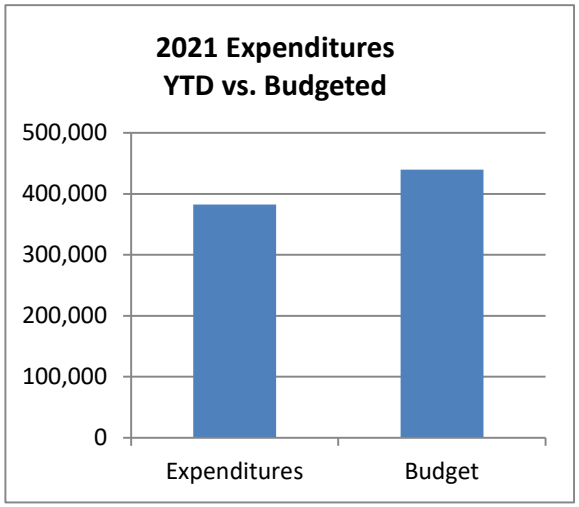
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending Sept 30, 2021
Unaudited

Tax Allocation Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	95,951	95,951	
Revenues:			
Taxes & Fees	382,483	439,900	86.9%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	382,483	440,000	86.9%
Expenditures:			
Miscellaneous	382,483	440,000	86.9%
Total Expenditures	382,483	440,000	86.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**95,951**	**95,951**	

** - Unaudited*

79% of the fiscal year has elapsed



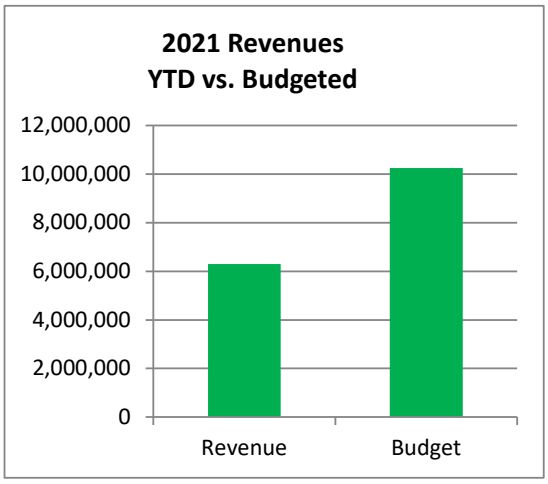


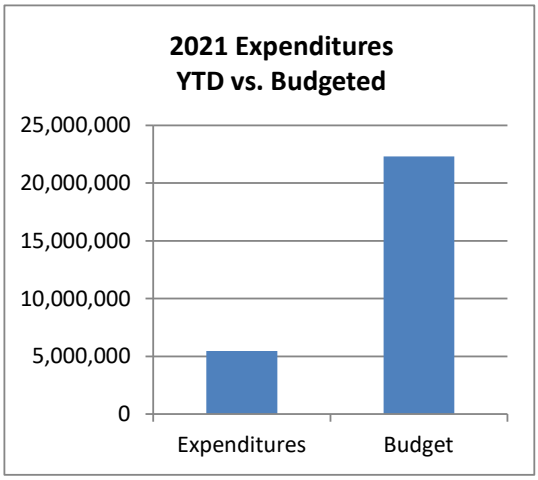
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending Sept 30, 2021
Unaudited

Water Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Cash Balance	21,003,127	21,003,127	
Revenues:			
Charges for Services	3,736,579	2,902,500	128.7%
Total Operating Revenues	3,736,579	2,902,500	128.7%
Expenses:			
Administration	138,655	685,300	20.2%
Operations	1,790,590	1,979,973	90.4%
Capital Outlay	3,256,990	19,235,000	16.9%
Depreciation	267,323	410,000	65.2%
Transfers Out	-	-	
Total Operating Expenses	5,453,559	22,310,273	24.4%
Operating Income (Loss)	(1,716,979)	(19,407,773)	
Non-Operating Revenues (Expenses)			
Tap Fees	1,246,957	965,550	129.1%
Capital Investment Fees	1,065,536	816,294	130.5%
Misc. Revenues	248,373	5,466,500	4.5%
Interest Expense	5,599	95,000	5.9%
Total Non-Operating Revenues (Expenses)	2,566,465	7,343,344	34.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**849,485**	**(12,064,429)**	
Ending Cash Balance*	**21,852,612**	**8,938,698**	

** - Unaudited*

79% of the fiscal year has elapsed



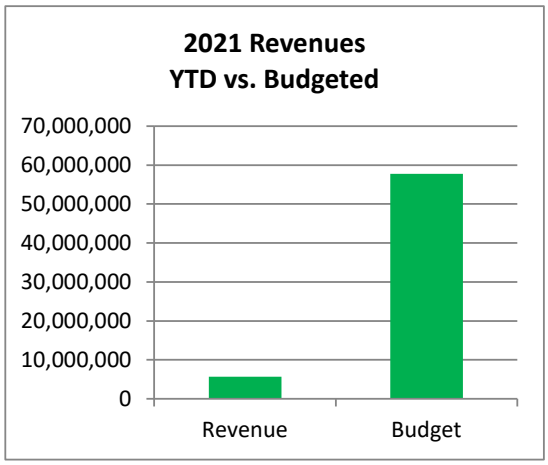


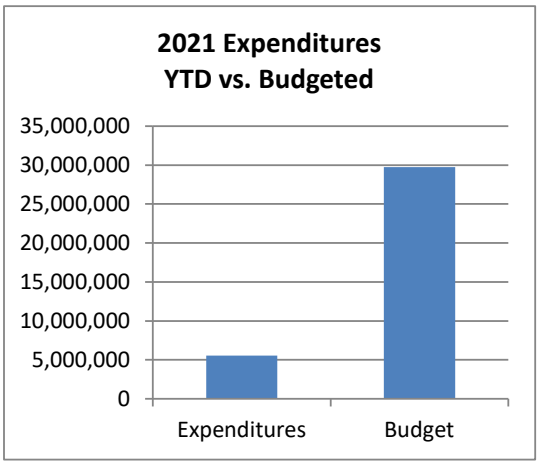
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending Sept 30, 2021
Unaudited

Sewer Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Cash Balance	9,416,795	9,416,795	
Revenues:			
Charges for Services	2,001,960	2,123,500	94.3%
Total Operating Revenues	2,001,960	2,123,500	94.3%
Expenses:			
Administration	126,483	307,200	41.2%
Operations	1,227,009	1,814,153	67.6%
Capital Outlay	4,040,867	25,386,600	15.9%
Depreciation	169,095	235,000	72.0%
Debt Service	-	1,998,069	0.0%
Total Operating Expenses	5,563,453	29,741,022	18.7%
Operating Income (Loss)	(3,561,492)	(27,617,522)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	1,701,340	1,192,000	142.7%
Misc. Revenues	1,929,255	2,000	96462.7%
Interest Expense	2,581	7,200	35.8%
Debt Proceeds	-	54,450,000	0.0%
Total Non-Operating Revenues (Expenses)	3,633,175	55,651,200	6.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**71,683**	**28,033,678**	
Ending Cash Balance*	**9,488,478**	**37,450,473**	

** - Unaudited*

79% of the fiscal year has elapsed



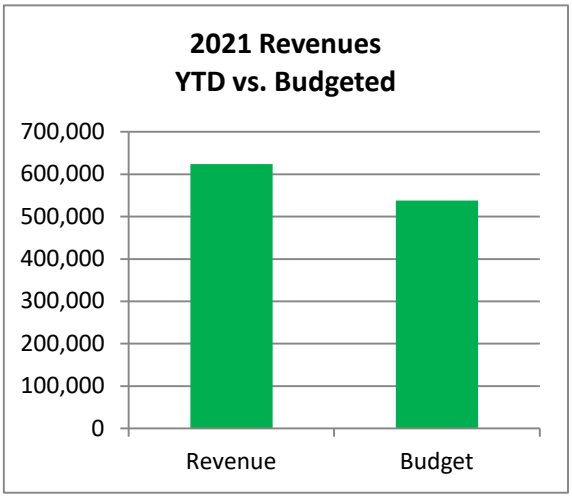


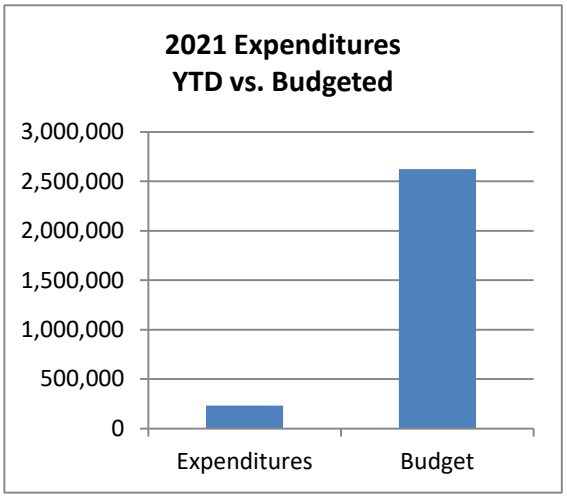
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending Sept 30, 2021
Unaudited

Drainage Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Cash Balance	3,459,518	3,459,518	
Revenues:			
Charges for Services	356,567	457,200	78.0%
Total Operating Revenues	356,567	457,200	78.0%
Expenses:			
Administration	81,981	144,250	56.8%
Operations	104,836	309,930	33.8%
Capital Improvements	47,647	2,168,750	2.2%
Transfer Out	-	-	
Total Operating Expenses	234,465	2,622,930	8.9%
Operating Income (Loss)	122,102	(2,165,730)	
Non-Operating Revenues (Expenses)			
Capital Revenues	266,402	75,000	355.2%
Misc. Revenues	-	-	
Interest Expense	817	5,400	15.1%
Total Non-Operating Revenues (Expenses)	267,219	80,400	332.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**389,321**	**(2,085,330)**	
Ending Cash Balance*	**3,848,839**	**1,374,188**	

** - Unaudited*

79% of the fiscal year has elapsed



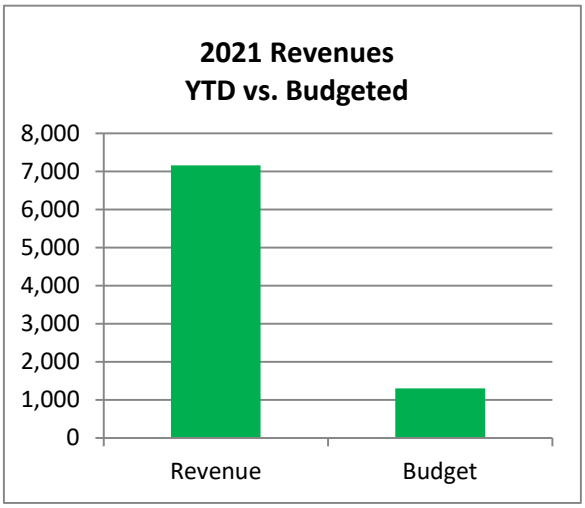


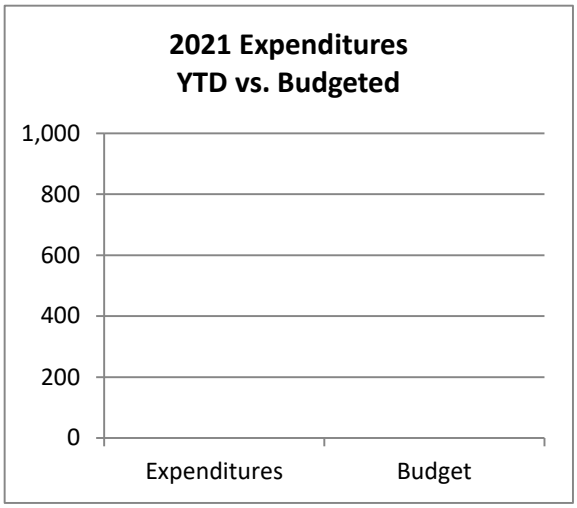
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending Sept 30, 2021
Unaudited

Cemetery Perpetual Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	144,554	144,554	
Revenues:			
Miscellaneous Revenue	7,115	900	790.5%
Earnings on Investment	48	400	12.0%
Total Operating Revenues	7,163	1,300	551.0%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**7,163**	**1,300**	
Ending Fund Balance*	**151,717**	**145,854**	

** - Unaudited*

79% of the fiscal year has elapsed



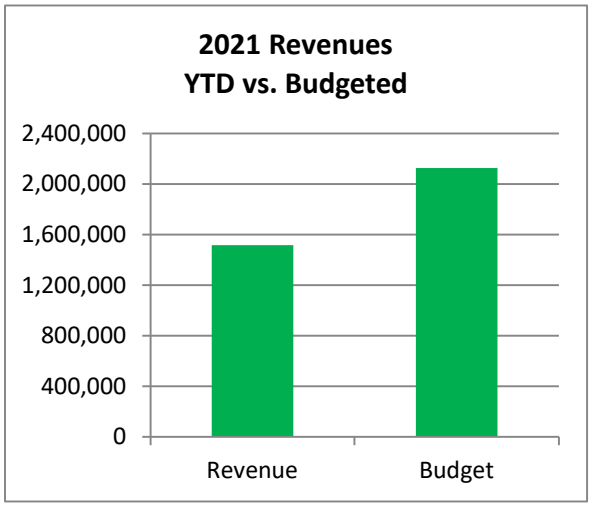


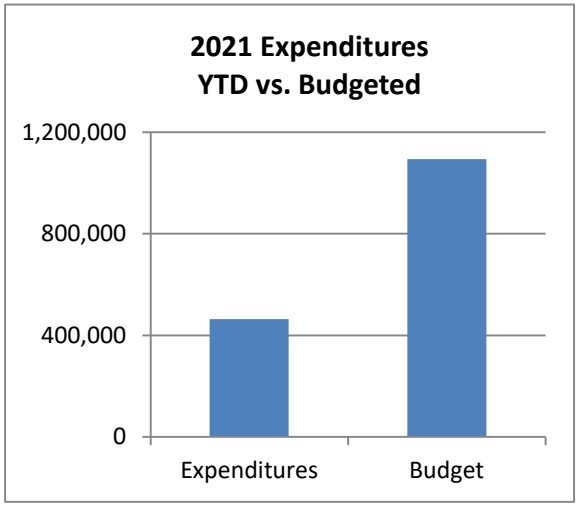
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending Sept 30, 2021
Unaudited

Library Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	5,315,977	5,315,977	
Revenues:			
Intergovernmental	550,267	703,095	78.3%
Miscellaneous Revenue	1,787	11,000	16.2%
Capital Investment Fees	176,792	215,000	82.2%
Interest	1,877	60,000	3.1%
Transfers In	784,397	1,137,657	68.9%
Total Operating Revenues	1,515,121	2,126,752	71.2%
Expenditures:			
Operations	435,162	1,094,500	39.8%
Capital Outlay	28,983	-	0.0%
Total Expenditures	464,144	1,094,500	42.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,050,977**	**1,032,252**	
Ending Fund Balance*	**6,366,953**	**6,348,229**	

** - Unaudited*

79% of the fiscal year has elapsed



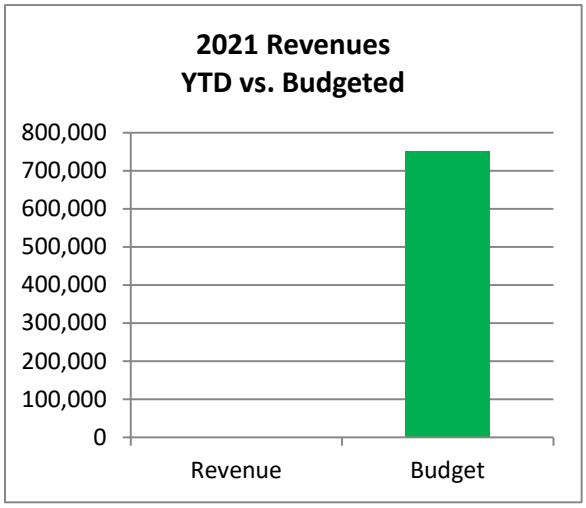


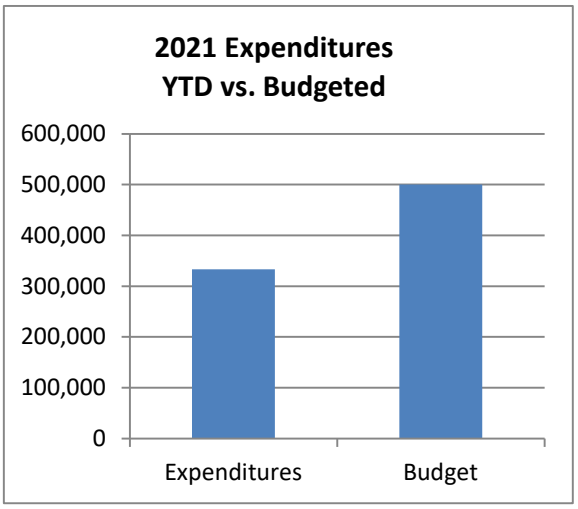
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending Sept 30, 2021
Unaudited

Recreation Center Fund	2021 Actuals September	2021 Adopted Budget	% Complete
Beginning Fund Balance	1,422,738	1,422,738	
Revenues:			
Transfers In	-	750,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	750,000	0.0%
Expenditures:			
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*

79% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Ordinance 2021-207 regarding the Held Farm Annexation

ACTION PROPOSED: Consider Ordinance 2021-207 on Second Reading – Annexing certain lands located in Weld County, known as the Held Farm Annexation

ATTACHMENTS:
1. Vicinity Map
2. Ordinance 2021-207
3. Proposed Held Farm Annexation Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Public hearing held, and Council approval on first reading on September 20, 2021.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

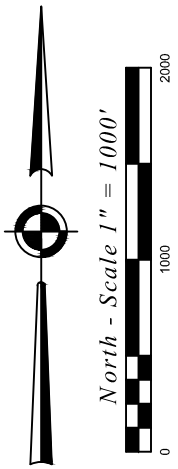
RECOMMENDED ACTION:
Approve Ordinance 2021-210 on Second Reading - Annexing certain lands known as the Held Farm Annexation

Reviewed and Approved for Presentation,

Town Manager

Vicinity Map

Being a part of the Southwest ¼ of Section 4, Township 4 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado



NOTICE: 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.

C:\Users\plsgc\OneDrive\for Brett\20062\20062d004.dwg February 22, 2021 – 4:05pm

#	Date	Revisions

Field Date	n/a
Party Chief	n/a
Survey Tech	BAB
Proj. Manager	MBS

Prepared for: Project#: **20062.004**

Platte Land & Water

PLS Corporation
532 West 66th Street
Loveland, Colorado 80538
Office 970.669.2100 - Info@plscorporation.com

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-207

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY SITE ADDRESS AS 8062 COUNTY ROAD 48 ½, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 122.71 ACRES, AND KNOWN AS THE HELD FARM ANNEXATION

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

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

WHEREAS, by Resolution No. 2021-23, the Town Council of the Town of Johnstown, Colorado found a petition for annexation of certain real property situated in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 8062 County Road 48 ½, County of Weld, State of Colorado, consisting of approximately 122.71 acres, known as the "Held Farm Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on September 20, 2021, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

Section 1. The annexation of certain unincorporated property situated in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 8062 County Road 48 ½, County of Weld, State of Colorado, consisting of approximately 122.71 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2022.

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

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

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 20th day of Sept., 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Diana Seele, Town Clerk

By:_____
Gary Lebsack, Mayor

EXHIBIT A

LEGAL DESCRIPTION:

A portion of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado being more particularly described as follows:

Considering the East Line of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado as bearing S 01°13'11" E, with all bearings contained herein, relative thereto.

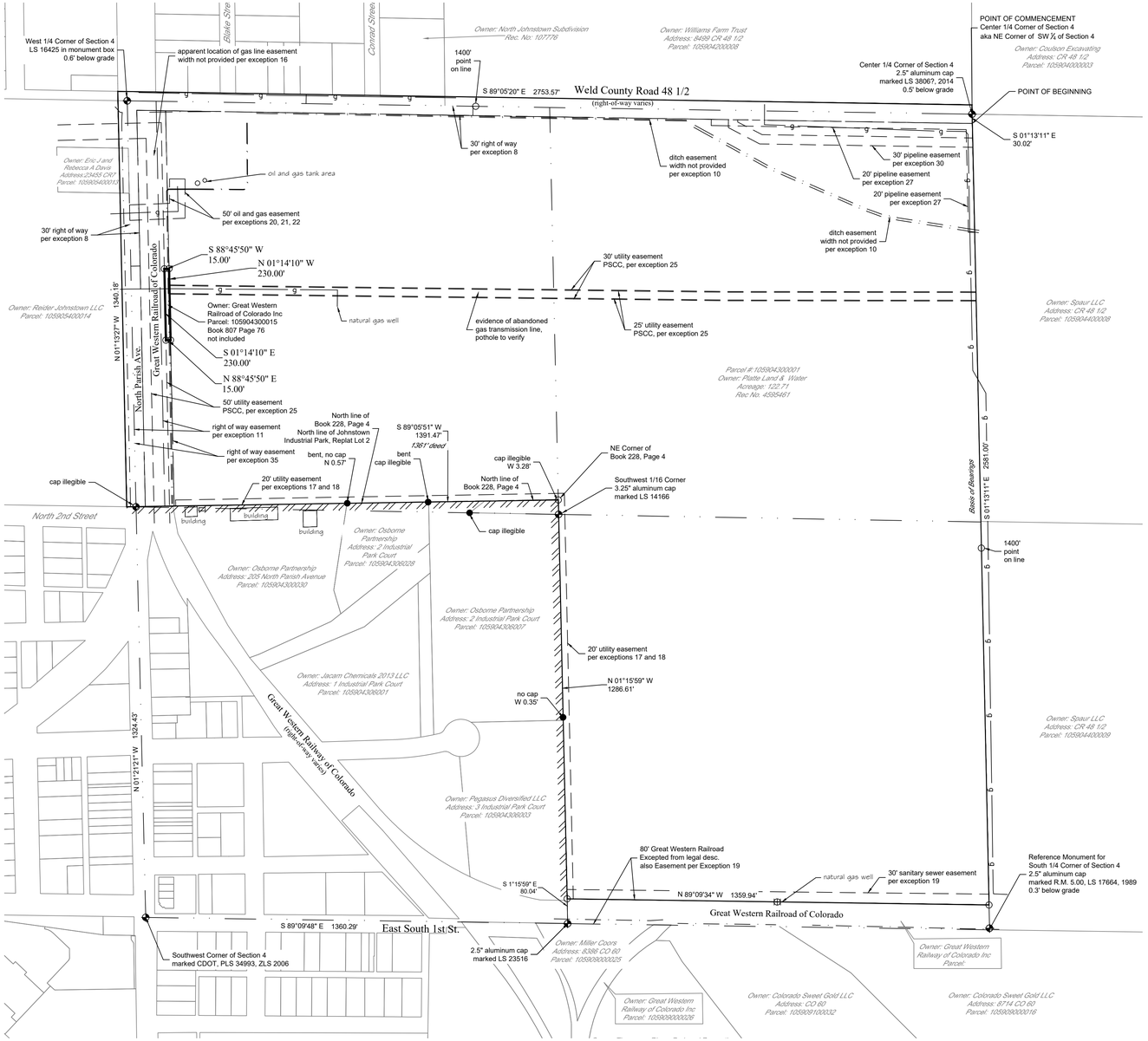
COMMENCE at the Center 1/4 Corner (aka the Northeast corner of the Southwest 1/4) of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado.
thence N 01°13'11" W for a distance of 30.02 feet along the East line of said Southwest 1/4 to the South right of way line of Weld County Road 48-1/2, said point being the POINT OF BEGINNING;
thence S 01°13'11" E for a distance of 2581.00 feet continue along said East line of Southwest 1/4 to the North right of way line of the Great Western Railroad;
thence N 89°09'34" W for a distance of 1359.94 feet along said North right of way line to the East line of Book 228, Page 4, public records of Weld County, Colorado;
thence N 01°15'59" W for a distance of 1286.61 feet along said East line to the North line of said Book 228, Page 4;
thence S 89°05'51" W for a distance of 1391.47 feet along said North line to the West right of way line of North Parish Avenue;
thence N 01°13'27" W for a distance of 1340.18 feet along said West right of way line to the North right of way line of Weld County Road 48-1/2;
thence S 89°05'20" E for a distance of 2753.57 feet along said North right of way line to the Point of Beginning.
Excepting, that certain parcel of land described in deed recorded August 23, 1926 in Book 807 at Page 76.

Containing 122.71 acres, more or less.

Written by M. Bryan Short, Colorado LS 32444

Held Farm Annexation

Being a part of the Southwest ¼ of Section 4, Township 4 North, Range 67 West of the 6th P.M.,
Weld County, State of Colorado



Legend:

Contiguity

North - Scale 1" = 200'

LEGAL DESCRIPTION:

A portion of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado being more particularly described as follows:

Considering the East Line of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado as bearing S 01°13'11" E, with all bearings contained herein, relative thereto.

COMMENCE at the Center 1/4 Corner (aka the Northeast corner of the Southwest 1/4) of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado.
thence S 01°13'11" E for a distance of 30.02 feet along the East line of said Southwest 1/4 to the South right of way line of Weld County Road 48-1/2, said point being the POINT OF BEGINNING;
thence S 01°13'11" E for a distance of 2581.00 feet continue along said East line of Southwest 1/4 to the North right of way line of the Great Western Railroad;
thence N 89°09'34" W for a distance of 1359.94 feet along said North right of way line to the East line of Book 228, Page 4, public records of Weld County, Colorado;
thence N 01°15'59" W for a distance of 1286.61 feet along said East line to the North line of said Book 228, Page 4;
thence S 89°05'51" W for a distance of 1391.47 feet along said North line to the East right of way line of the aforesaid Great Western Railroad;
thence N 01°13'27" W for a distance of 1340.18 feet along said East right of way line to the aforesaid South right of way line of Weld County Road 48-1/2;
thence S 89°05'20" E for a distance of 2753.57 feet along said South right of way line to the Point of Beginning.
Excepting, that certain parcel of land described in deed recorded August 23, 1926 in Book 807 at Page 76.

Containing 122.71 acres, more or less.

Written by M. Bryan Short, Colorado LS 32444

General Notes:

1.) This map or plat was prepared for the exclusive use of the person, persons or entity named in the surveyors statement hereon. Said statement does not extend to any unnamed person without an express re-statement by the surveyor.

2.) All lineal measurements shown are ground distances and U.S. Survey Feet.

3.) Caution: The surveyor preparing this map will not be responsible for, or liable for, unauthorized changes to or uses of this map. All changes to this exhibit must be approved in writing by the surveyor in charge.

Town Council Approval:

This map to be known as _____Held Farm Annexation_____ is approved and accepted to the town of Johnstown, Colorado by ordinance number_____ passed and adopted on the final reading at a regular meeting of the town council of the town of Johnstown, Colorado, held on the _____ day of _____, 20___.

Mayor:_____.

Town Clerk:_____.

Contiguity Statement:

Total perimeter of area considered for annexation: 10,712.77'
One-sixth of total perimeter area: 1,785.46'
Perimeter of the area contiguous with existing town limits: 2678.08'

The total contiguous perimeter is 25%

Surveyors Statement:

I, Bryan Short, A Colorado Professional Land Surveyor, do hereby state that this Annexation Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certification does not extend to any unnamed parties or the successors and/or assigns.

_____
M. Bryan Short
Colorado Professional Surveyor #32444

NOTICE: 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.

F:\Projects\2020\20062\dwg\20062\004a_rev.dwg July 26, 2021 - 7:26am

REVISIONS				Field Date n/a	ST BAB	CLIENT	PLS Corporation	TITLE Annexation Plat	PROJECT NO.	SHEET NO.	NO. OF SHEETS
Date By Description				Party Chief n/a	PM BAB	Platte Land & Water	532 West 66th Street, Loveland, Colorado 80538	Held Farm	20062.004	1	1
Date By Description				Print Date July 26, 2021	PLS MBS		Phone: 970.669.2100 - Info@plscorporation.com	Section 4, Township 4 North, Range 67 West, 6th P .M., Weld County, Colorado			
Date By Description											

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Ordinance 2021-208 Establishment of PUD-MU Zoning for the Held Farm Annexation

ACTION PROPOSED: Consider Ordinance 2021-208 on Second Reading - Approving the Establishment of PUD-MU Zoning for the Held Farm Annexation

ATTACHMENTS:
1. Vicinity Map
2. Ordinance 2021-208
3. Proposed Held Farm Zoning Map

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Public hearing held, and Council approval on first reading on September 20, 2021.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

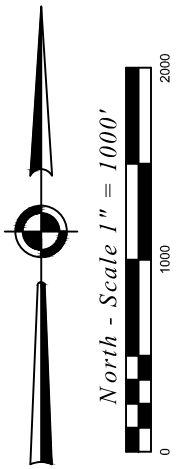
RECOMMENDED ACTION:
Approve Ordinance 2021-208 on Second Reading - Approving the Establishment of PUD-MU Zoning for the Held Farm Annexation.

Reviewed and Approved for Presentation,

Town Manager

Vicinity Map

Being a part of the Southwest ¼ of Section 4, Township 4 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado



NOTICE: 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.

C:\Users\plsgc\OneDrive\for Brett\20062\20062d004.dwg February 22, 2021 – 4:05pm

#	Date	Revisions

Field Date n/a	Prepared for: Project#: **20062.004**
Party Chief n/a	Platte Land & Water
Survey Tech **BAB**	PLS Corporation 532 West 66th Street Loveland, Colorado 80538 Office 970.669.2100 - Info@plscorporation.com
Proj. Manager **MBS**	

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-208

APPROVAL OF H-A ZONING OF THE PROPERTY KNOWN AS THE HELD FARM ANNEXATION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY SITE ADDRESS AS 8062 COUNTY ROAD 48 ½, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 122.71 ACRES

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

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

WHEREAS, the Town Council approved annexation of certain real property situated in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 8062 County Road 48 ½, County of Weld, State of Colorado, consisting of approximately 122.71 acres and known as the "Held Farm Annexation ("Property"); and

WHEREAS, Platte Land & Water, LLC, a Delaware limited liability company, the owner of the Property, applied for Holding Agriculture ("H-A") zoning of the Property in conjunction with the annexation; and

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

WHEREAS, on August 11, 2021, the Planning and Zoning Commission held a hearing and recommended approval of H-A zoning for the Property; and

WHEREAS, on September 20, 2021, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to H-A conforms to the Johnstown Area Comprehensive Plan.

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

1. Zoning of the Property known as the Held Farm Annexation, more particularly described on Exhibit A, attached hereto and incorporated herein by reference, shall hereby be designated as H-A.

2. The Town Clerk is hereby directed to publish this Ordinance as required by the Town's Home Rule Charter and state law and file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 20th day of Sept., 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A

LEGAL DESCRIPTION:

A portion of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado being more particularly described as follows:

Considering the East Line of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado as bearing S 01°13'11" E, with all bearings contained herein, relative thereto.

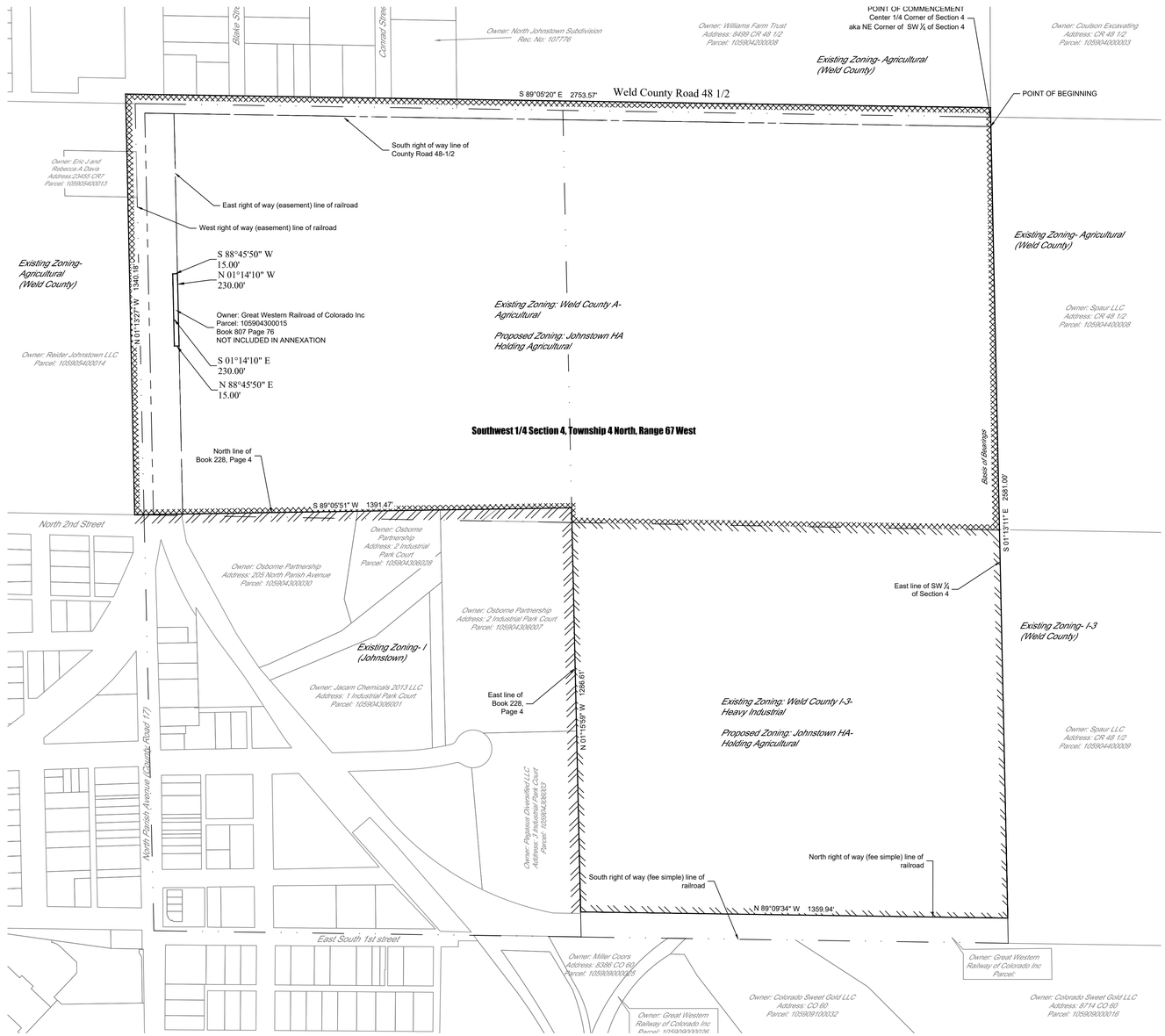
COMMENCE at the Center 1/4 Corner (aka the Northeast corner of the Southwest 1/4) of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado.
thence N 01°13'11" W for a distance of 30.02 feet along the East line of said Southwest 1/4 to the South right of way line of Weld County Road 48-1/2, said point being the POINT OF BEGINNING;
thence S 01°13'11" E for a distance of 2581.00 feet continue along said East line of Southwest 1/4 to the North right of way line of the Great Western Railroad;
thence N 89°09'34" W for a distance of 1359.94 feet along said North right of way line to the East line of Book 228, Page 4, public records of Weld County, Colorado;
thence N 01°15'59" W for a distance of 1286.61 feet along said East line to the North line of said Book 228, Page 4;
thence S 89°05'51" W for a distance of 1391.47 feet along said North line to the West right of way line of North Parish Avenue;
thence N 01°13'27" W for a distance of 1340.18 feet along said West right of way line to the North right of way line of Weld County Road 48-1/2;
thence S 89°05'20" E for a distance of 2753.57 feet along said North right of way line to the Point of Beginning.
Excepting, that certain parcel of land described in deed recorded August 23, 1926 in Book 807 at Page 76.

Containing 122.71 acres, more or less.

Written by M. Bryan Short, Colorado LS 32444

Held Farm Zoning Plat

Being a part of the Southwest ¼ of Section 4, Township 4 North, Range 67 West of the 6th P.M.,
Weld County, State of Colorado

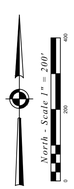


Legend:

Contiguity

Northern Zoning

Southeastern Zoning



Contiguity Statement:

Total perimeter of area considered for annexation: 10,712.77'
One-sixth of total perimeter area: 1,785.46'
Perimeter of the area contiguous with existing town limits: 2678.08'

The total contiguous perimeter is 25%

LEGAL DESCRIPTION:

A portion of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado being more particularly described as follows:

Considering the East Line of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado as bearing S 01°13'11" E, with all bearings contained herein, relative thereto.

COMMENCE at the Center 1/4 Corner (aka the Northeast corner of the Southwest 1/4) of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado.
thence S 01°13'11" E for a distance of 30.02 feet along the East line of said Southwest 1/4 to the South right of way line of Weld County Road 48-1/2, said point being the POINT OF BEGINNING;
thence S 01°13'11" E for a distance of 2581.00 feet continue along said East line of Southwest 1/4 to the North right of way line of the Great Western Railroad;
thence N 89°09'34" W for a distance of 1359.94 feet along said North right of way line to the East line of Book 228, Page 4, public records of Weld County, Colorado;
thence N 01°15'59" W for a distance of 1286.61 feet along said East line to the North line of said Book 228, Page 4;
thence S 89°05'51" W for a distance of 1391.47 feet along said North line to the East right of way line of the aforesaid Great Western Railroad;
thence N 01°13'27" W for a distance of 1340.18 feet along said East right of way line to the aforesaid South right of way line of Weld County Road 48-1/2;
thence S 89°05'20" E for a distance of 2753.57 feet along said South right of way line to the Point of Beginning.
Excepting, that certain parcel of land described in deed recorded August 23, 1926 in Book 807 at Page 76.

Containing 122.71 acres, more or less.

Written by M. Bryan Short, Colorado LS 32444

General Notes:

1.) This map or plat was prepared for the exclusive use of the person, persons or entity named in the surveyors statement hereon. Said statement does not extend to any unnamed person without an express re-statement by the surveyor.

2.) All lineal measurements shown are ground distances and U.S. survey feet.

3.) Caution: The surveyor preparing this map will not be responsible for, or liable for, unauthorized changes to or uses of this map. All changes to this exhibit must be approved in writing by the surveyor in charge.

Town Council Approval:

This map to be known as _____Held Farm Annexation_____ is approved and accepted to the town of Johnstown, Colorado by ordinance number_____ passed and adopted on the final reading at a regular meeting of the town council of the town of Johnstown, Colorado, held on the _____ day of _____, 20____.

Mayor:_____.

Town Clerk:_____.

Surveyors Statement:

I, Bryan Short, A Colorado Professional Land Surveyor, do hereby state that this Zoning Map is an accurate representation of the property to the best of my knowledge, information, belief, and in my professional opinion. I further state that this certification does not extend to any unnamed parties or the successors and/or assigns.

_____

M. Bryan Short
Colorado Professional Surveyor #32444

NOTICE: 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.

C:\Users\ryan\OneDrive\Dr Brett\20062\dwg\20062\d005a_rev.dwg July 12, 2021 - 6:54pm

REVISIONS					
Date	By	Description	Field Date	n/a	ST BAB
Date	By	Description	Party Chief	n/a	PM BAB
Date	By	Description	Print Date	July 12, 2021	PLS MBS

CLIENT: Platte Land & Water

PLS Corporation
532 West 66th Street, Loveland, Colorado 80538
Phone: 970.669.2100 - Info@plscorporation.com

TITLE: Zoning Plat
Held Farm
Section 4, Township 4 North, Range 67 West, 6th P .M., Weld County, Colorado

PROJECT NO.	SHEET NO.	NO. OF SHEETS
20062.005	1	1

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Ordinance 2021-209 regarding the Whitehall Annexation

ACTION PROPOSED: Consider Ordinance 2021-209 on Second Reading – Annexing certain lands located in Weld County, known as the Whitehall Annexation

ATTACHMENTS:
1. Vicinity Map
2. Ordinance 2021-209
3. Proposed Whitehall Annexation Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Public hearing held, and Council approval on first reading on September 20, 2021.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

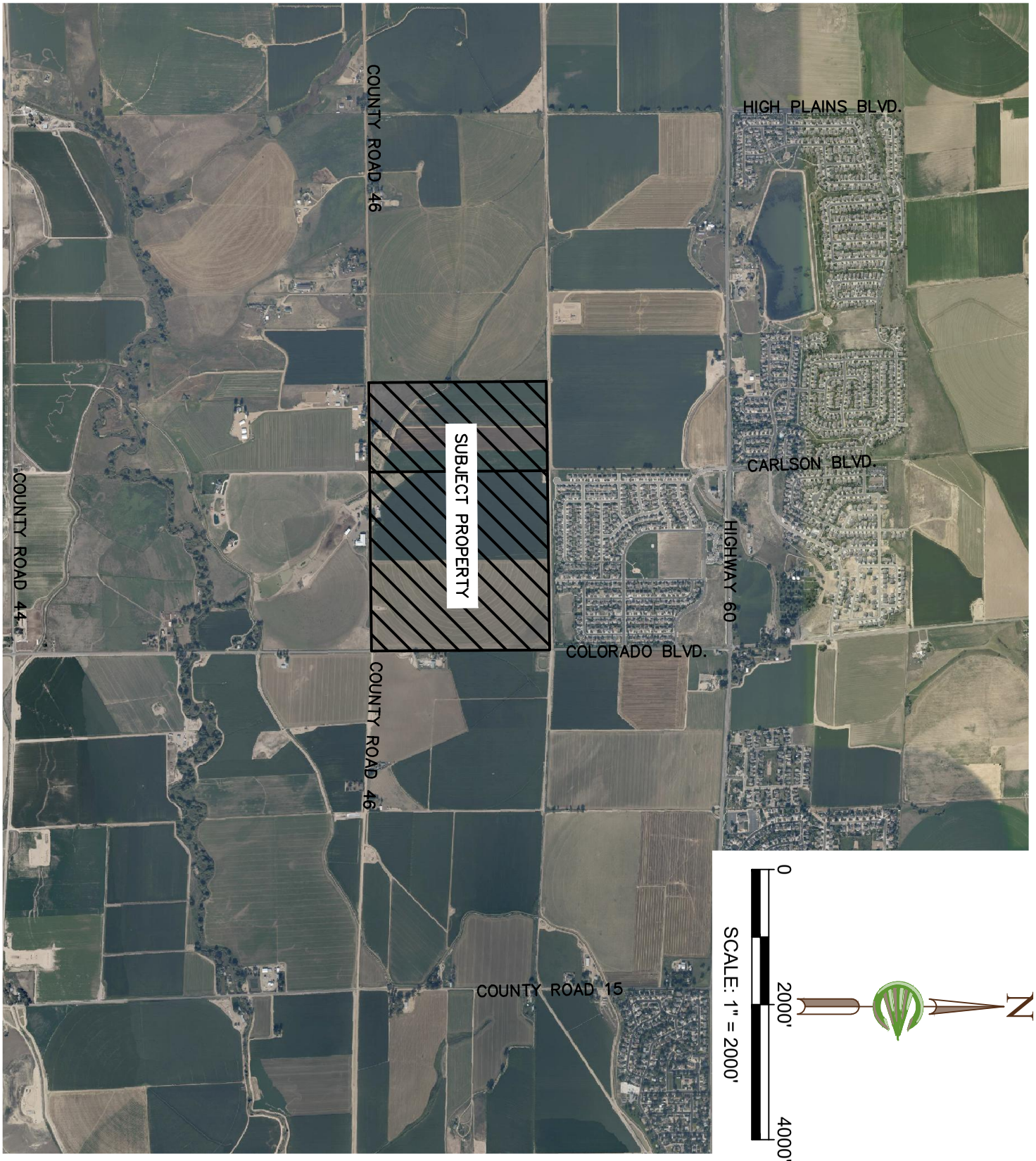
FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:
Approve Ordinance 2021-210 on Second Reading - Annexing certain lands known as the Whitehall Annexation

Reviewed and Approved for Presentation,

Town Manager



COFFEY
ENGINEERING & SURVEYING
902 S. 3rd St., Laramie, WY 82070
[P] 307-742-7425 [F] 307-742-7403

VICINITY MAP

SAUER WHITEHALL LLC & SAUER PHANTOM 5 LLC

SEC. 12, T4N, R68W, 6TH P.M.
WELD COUNTY, COLORADO

Project:	1958.01
Drawing:	ANNEX
Drafted By:	PJK
Date:	3/31/21
Rev. Date:	
Check By:	BKF

Sheet: 1 / 1

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-209

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY SITE ADDRESS AS 5631 COUNTY ROAD 46, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 240.96 ACRES, AND KNOWN AS THE WHITEHALL ANNEXATION

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

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

WHEREAS, by Resolution No. 2021-24, the Town Council of the Town of Johnstown, Colorado found a petition for annexation of certain real property situated in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 5631 County Road 46, County of Weld, State of Colorado, consisting of approximately 240.96 acres, known as the "Whitehall Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on September 20, 2021, the Town Council held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

Section 1. The annexation of certain unincorporated property situated in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 5631 County Road 46, County of Weld, State of Colorado, consisting of approximately 240.96 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the

purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2022.

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

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

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 20th day of Sept., 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A

A 240.96 ACRE TRACT OF LAND BEING THE PROPERTY OF SAUER PHANTOM 5 LLC (RECEPTION NO. 3480479) AND PORTION OF SAUER WHITEHALL LLC (RECEPTION NO. 4657171), AND PORTION OF COUNTY ROAD 46 RIGHT OF WAY, IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 OF THE SW/4) AND SOUTHEAST QUARTER (SE/4) OF SECTION 12 AND THE NORTH HALF OF THE NORTH HALF (N/2 OF THE N/2) OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH/ P.M., WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS A FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4, BEING MARKED BY A FOUND 3 INCH ALUMINUM CAP IN A MONUMENT BOX (ILLEGIBLE INSCRIPTION), LOCATED IN THE CENTER OF THE INTERSECTION OF COLORADO BOULEVARD/COUNTY ROAD 13 AND COUNTY ROAD 46, THENCE SOUTH 44°31'21" WEST, 42.50 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'38" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 2620.73 FEET TO AN ANGLE POINT OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'53" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 1325.43 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00°24'05" WEST, 2657.61 FEET TO THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 89°29'13" EAST, 1324.44 FEET TO A POINT ON THE WESTERN LINE OF SOUTHEAST QUARTER OF SAID SECTION 12, FOR AN ANGLE POINT OF HEREIN DESCRIBED TRACT, AND FROM WHICH THE SAID CENTER QUARTER CORNER OF SECTION 12 BEARS, NORTH 00°25'16" WEST, 30.00 FEET, BEING MARKED BY A FOUND 2.5 INCH ALUMINUM CAP (ILLEGIBLE INSCRIPTION);

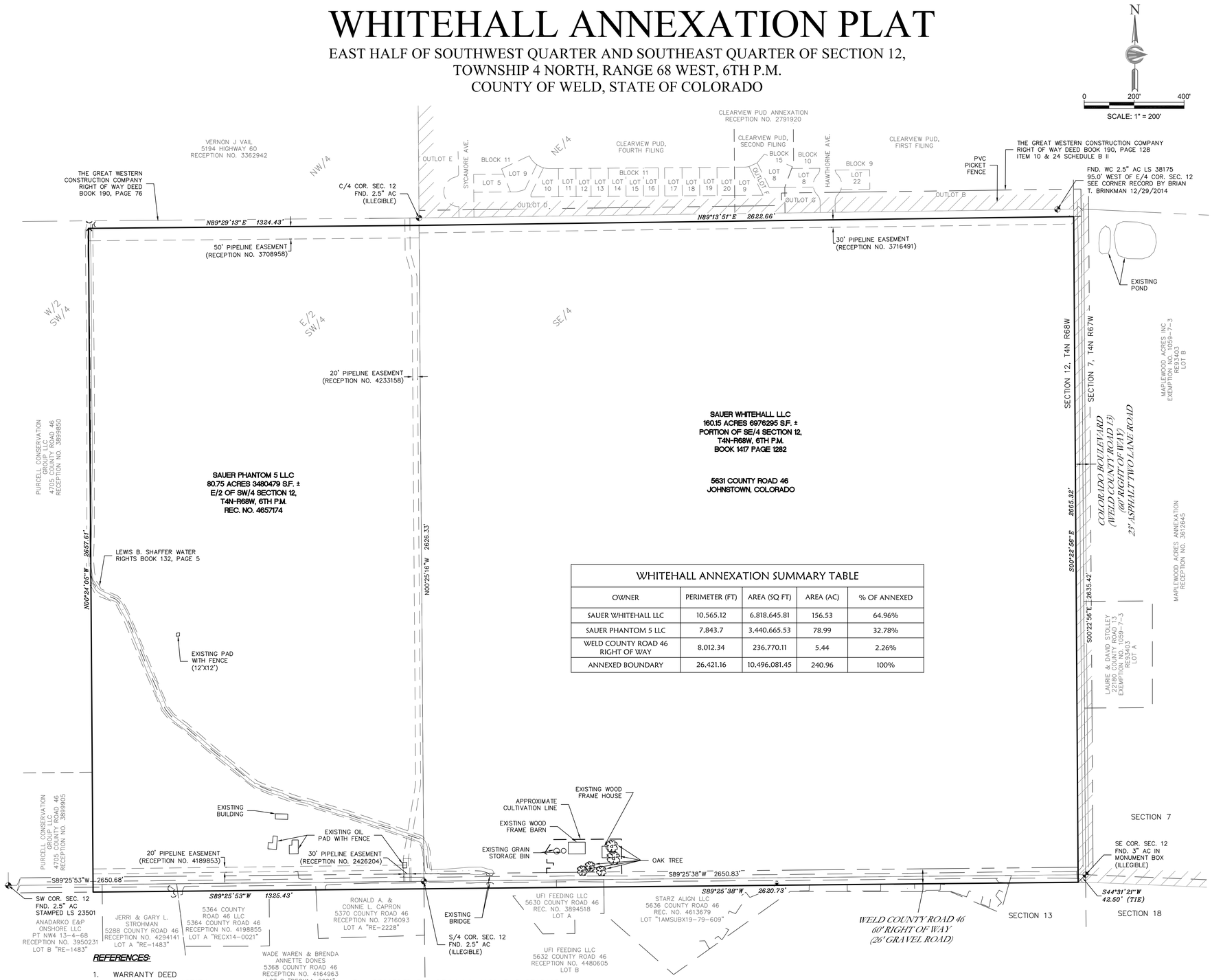
THENCE NORTH 89°13'51" EAST, 2632.66 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, MARKED BY A 5/8 INCH REBAR WITH ALUMINUM CAP STAMPED "PLS 38702", SET ON WESTERN RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 FOR AN OFFSET MONUMENT;

THENCE SOUTH 00°22'56" EAST, ALONG THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, ASPHALT ROAD WITH A 60 FOOT RIGHT OF WAY, 2665.32 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, AND CONTAINING 240.96 ACRES (10,496,081 SQ. FT.) MORE OR LESS, WHICH INCLUDES 5.435 ACRES (236770 SQ. FT.) OF PUBLIC RIGHT OF WAY COUNTY ROAD 46.

Benjamin K. Fontenot, LS
Colorado Professional Land Surveyor No. 38702
Coffey Engineering and Surveying

WHITEHALL ANNEXATION PLAT

EAST HALF OF SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO



WHITEHALL ANNEXATION SUMMARY TABLE

OWNER	PERIMETER (FT)	AREA (SQ FT)	AREA (AC)	% OF ANNEXED
SAUER WHITEHALL LLC	10,565.12	6,818,645.81	156.53	64.96%
SAUER PHANTOM 5 LLC	7,843.7	3,440,665.53	78.99	32.78%
WELD COUNTY ROAD 46 RIGHT OF WAY	8,012.34	236,770.11	5.44	2.26%
ANNEXED BOUNDARY	26,421.16	10,496,081.45	240.96	100%

REFERENCES:

1. WARRANTY DEED
   RECEPTION NO. 4657174
2. WARRANTY DEED BOOK 1417 PAGE 1282
   RECEPTION NO. 2364754
3. CLEARVIEW P.U.D. FIRST FILING
   RECEPTION NO. 2915577
4. CLEARVIEW P.U.D. SECOND FILING
   RECEPTION NO. 3024732
5. CLEARVIEW P.U.D. FOURTH FILING
   RECEPTION NO. 3866659
6. RECORDED EXEMPTION NO. 1061-13-1-RE1917
   RECEPTION NO. 25278721
7. RECORDED EXEMPTION NO. 1059-7-3-RE93403
   RECEPTION NO. 3011360
8. SPECIAL WARRANTY DEED
   RECEPTION NO. 3899850
9. SPECIAL WARRANTY DEED
   RECEPTION NO. 3899905
10. QUITCLAIM DEED
    RECEPTION NO. 3362942
11. ALTA/NSPS SURVEY FOR SAUER WHITEHALL LLC, BY COFFEY ENGINEERING AND SURVEYING DATED 1/18/21, SIGNED BY BENJAMIN K. FONTENOT LS NO. 38702.

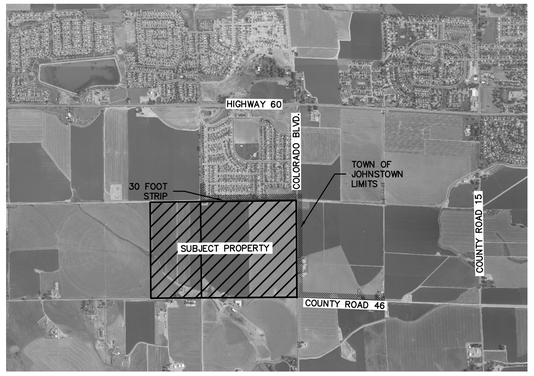
LEGEND:

- FOUND SECTION MONUMENT – AS DESCRIBED
- YPC YELLOW PLASTIC CAP
- AC ALUMINUM CAP
- SIGN (SINGLE POST)– AS NOTED
- ANNEXATION BOUNDARY LINE
- RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- TOWN OF JOHNSTOWN CORPORATE LIMITS

CONTIGUITY STATEMENT:

TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION: 26421.16'
ONE-SIXTH OF TOTAL PERIMETER AREA: 4403.53'
PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING TOWN LIMITS: 2665.32'

THE TOTAL CONTIGUOUS PERIMETER IS 10%



VICINITY MAP
1"=2000'

OWNERS:
SAUER WHITEHALL LLC

_____,
CYNTHIA I. SAUER

STATE OF _____)
) SS
COUNTY OF _____)

THE FOREGOING DEDICATION OF PLAT WAS ACKNOWLEDGED BEFORE ME BY CYNTHIA I. SAUER
ON THIS _____ DAY _____, 2021
WITNESS MY HAND AND OFFICIAL SEAL
_____.
NOTARY PUBLIC
MY COMMISSION EXPIRES_____.

OWNERS:
SAUER PHANTOM 5 LLC

_____,
CYNTHIA I. SAUER

STATE OF _____)
) SS
COUNTY OF _____)

THE FOREGOING DEDICATION OF PLAT WAS ACKNOWLEDGED BEFORE ME BY CYNTHIA I. SAUER
ON THIS _____ DAY _____, 2021
WITNESS MY HAND AND OFFICIAL SEAL
_____.
NOTARY PUBLIC
MY COMMISSION EXPIRES_____.

TOWN COUNCIL APPROVAL:

THIS MAP TO BE KNOWN AS WHITEHALL ANNEXATION PLAT IS APPROVED AND ACCEPTED TO THE TOWN OF JOHNSTOWN, COLORADO BY ORDINANCE 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____.

_____ _____
GARY LEBSACK, MAYOR DATE

_____ _____
ATTEST: TOWN CLERK DATE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS ANNEXATION PLAT OF AREA AS DEPICTED ON THE PROPERTY HEREON WAS PREPARED FROM SURVEY DATA AND FIELD NOTES FROM SURVEY PERFORMED IN THE FIELD AND ON THE GROUND AND COMPLETED FEBRUARY 8 UNDER MY DIRECT SUPERVISION, TO BE COMPLETE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.

07/12/2021
(SIGNATURE OF SURVEYOR)

BENJAMIN K. FONTENOT
(PRINTED NAME)

REGISTERED SURVEYOR: BENJAMIN K. FONTENOT, LS
STATE OF: COLORADO
REGISTRATION NUMBER: 38702

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 38702 07/12/2021

REVISED			
DATE	REQUEST BY	CHECK	

REVISED			
DATE	REQUEST BY	CHECK	

Project: 1958.01
Drawing: ANNEX
Drafted By: PJK/PA
Date: 6/14/21
Rev. Date: 7/12/21
Check By: BKF

WHITEHALL ANNEXATION PLAT
E/2 SW/4 AND SE/4 SEC. 12, T4N, R68W, 6TH P.M.
WELD COUNTY, COLORADO

COFFEY
ENGINEERING & SURVEYING
4045 St. Cloud Dr., Loveland, CO 80538
(P) 970-622-2095

Sheet: 1 / 1

DRAWING FILENAME: {\\server\Jobs\1000\1958.01 Weld RE-54 Sauer Site\SURVEY\SURVEY\Sauer Whitehall-Phantom\Annex & Zoning Plats\1958.01_ANNEX_SAUER-WHITEHALL-PHANTOM_REV1.dwg} LAYOUT NAME: 24x36xL-SAUER PARCEL ANNEX DATE: Jul 12, 2021 - 12:39pm CAD GRIDA100: Pitamaria
LIST OF XREFS: }

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Ordinance 2021-210 Establishment of PUD-MU Zoning for the Whitehall Annexation

ACTION PROPOSED: Consider Ordinance 2021-210 on Second Reading - Approving the Establishment of PUD-MU Zoning for the Whitehall Annexation

ATTACHMENTS:
1. Vicinity Map
2. Ordinance 2021-210
3. Proposed Whitehall Zoning Map

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Public hearing held, and Council approval on first reading on September 20, 2021.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

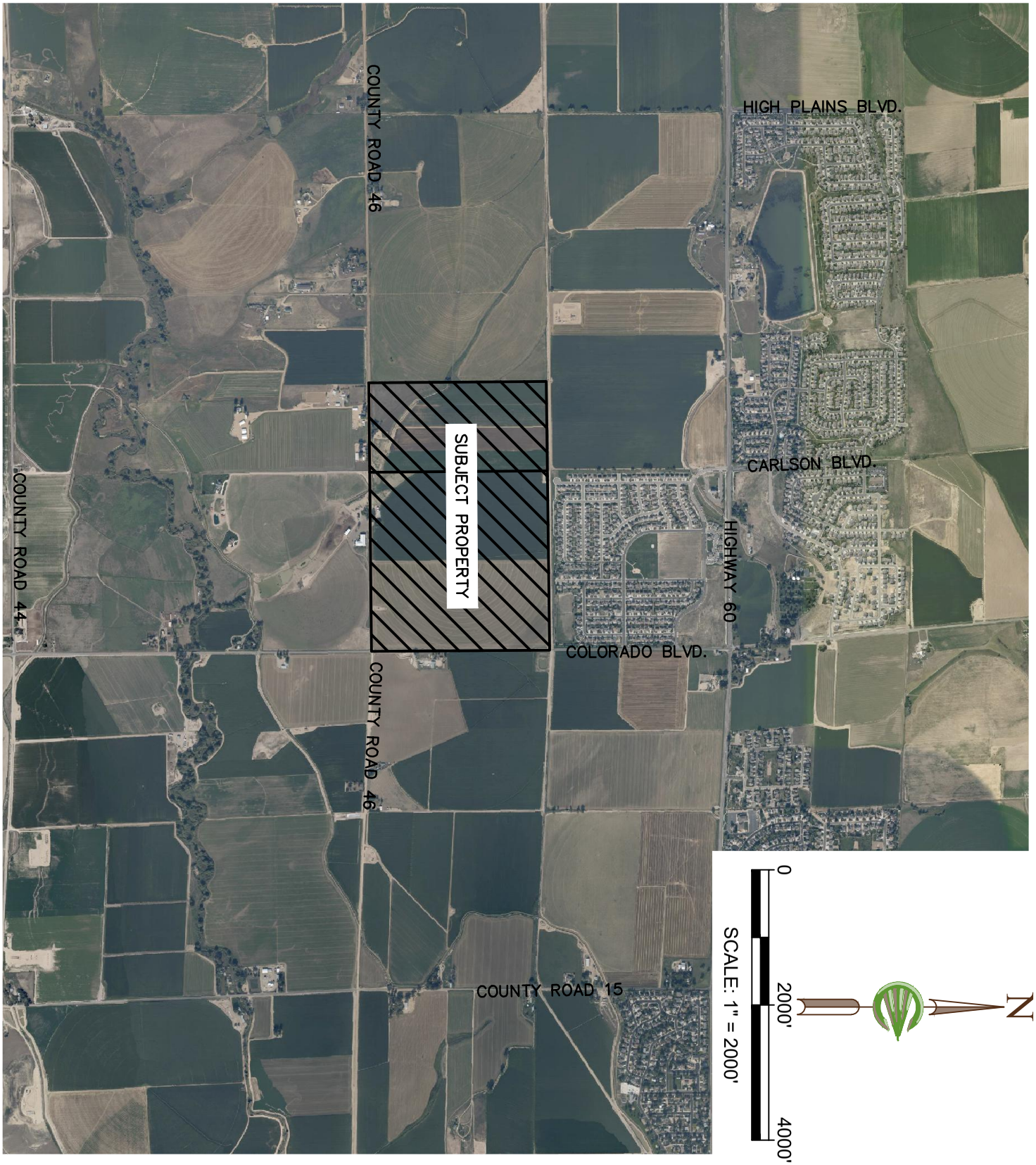
FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:
Approve Ordinance 2021-210 on Second Reading - Approving the Establishment of PUD-MU Zoning for the Whitehall Annexation.

Reviewed and Approved for Presentation,

Town Manager



COFFEY
ENGINEERING & SURVEYING
902 S. 3rd St., Laramie, WY 82070
[P] 307-742-7425 [F] 307-742-7403

VICINITY MAP

SAUER WHITEHALL LLC & SAUER PHANTOM 5 LLC

SEC. 12, T4N, R68W, 6TH P.M.
WELD COUNTY, COLORADO

Project:	1958.01
Drawing:	ANNEX
Drafted By:	PJK
Date:	3/31/21
Rev. Date:	
Check By:	BKF

Sheet: 1 / 1

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-210

APPROVAL OF PUD-MU ZONING OF THE PROPERTY KNOWN AS THE WHITEHALL ANNEXATION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY SITE ADDRESS AS 5631 COUNTY ROAD 46, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 240.96 ACRES

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

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

WHEREAS, the Town Council approved annexation of certain real property situated in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 5631 County Road 46, County of Weld, State of Colorado, consisting of approximately 240.96 acres and known as the "Whitehall Annexation ("Property"); and

WHEREAS, Sauer-Whitehall, LLC, a Colorado limited liability company, and Sauer Phantom 5, LLC, a Colorado limited liability company, the owners of the Property, applied for Planned Unit Development – Mixed Use ("PUD-MU") zoning of the Property in conjunction with the annexation; and

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

WHEREAS, August 11, 2021, the Planning and Zoning Commission held a hearing and recommended approval of PUD-MU zoning for the Property; and

WHEREAS, on September 20, 2021, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to PUD-MU conforms to the Johnstown Area Comprehensive Plan.

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

1. Zoning of the Property known as the Whitehall Annexation, more particularly described on Exhibit A, attached hereto and incorporated herein by reference, shall hereby be designated as PUD-MU.

2. The Town Clerk is hereby directed to publish this Ordinance as required by the Town's Home Rule Charter and state law and file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 20th day of Sept., 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A

A 240.96 ACRE TRACT OF LAND BEING THE PROPERTY OF SAUER PHANTOM 5 LLC (RECEPTION NO. 3480479) AND PORTION OF SAUER WHITEHALL LLC (RECEPTION NO. 4657171), AND PORTION OF COUNTY ROAD 46 RIGHT OF WAY, IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 OF THE SW/4) AND SOUTHEAST QUARTER (SE/4) OF SECTION 12 AND THE NORTH HALF OF THE NORTH HALF (N/2 OF THE N/2) OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH/ P.M., WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS A FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4, BEING MARKED BY A FOUND 3 INCH ALUMINUM CAP IN A MONUMENT BOX (ILLEGIBLE INSCRIPTION), LOCATED IN THE CENTER OF THE INTERSECTION OF COLORADO BOULEVARD/COUNTY ROAD 13 AND COUNTY ROAD 46, THENCE SOUTH 44°31'21" WEST, 42.50 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'38" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 2620.73 FEET TO AN ANGLE POINT OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'53" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 1325.43 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00°24'05" WEST, 2657.61 FEET TO THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 89°29'13" EAST, 1324.44 FEET TO A POINT ON THE WESTERN LINE OF SOUTHEAST QUARTER OF SAID SECTION 12, FOR AN ANGLE POINT OF HEREIN DESCRIBED TRACT, AND FROM WHICH THE SAID CENTER QUARTER CORNER OF SECTION 12 BEARS, NORTH 00°25'16" WEST, 30.00 FEET, BEING MARKED BY A FOUND 2.5 INCH ALUMINUM CAP (ILLEGIBLE INSCRIPTION);

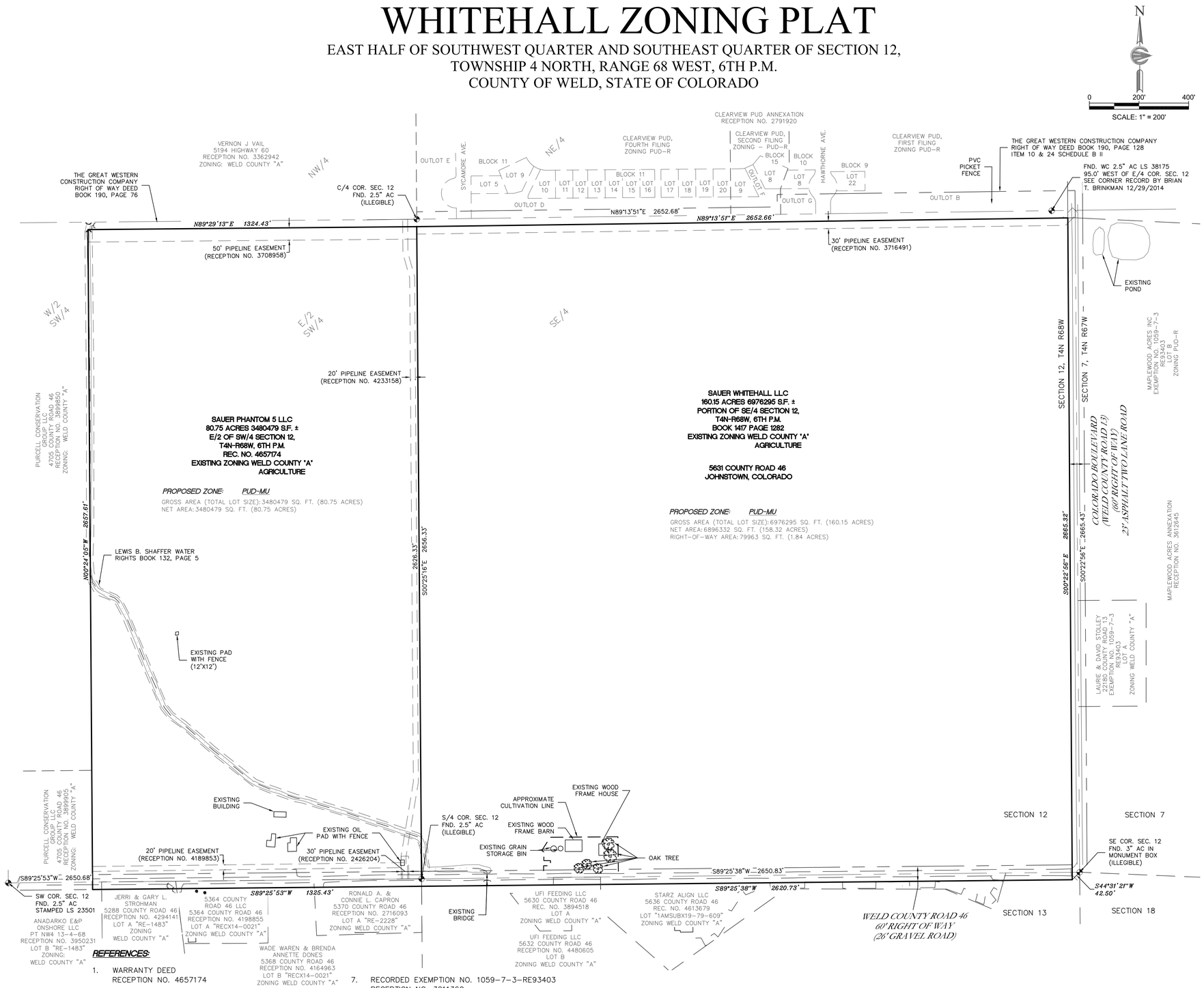
THENCE NORTH 89°13'51" EAST, 2632.66 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, MARKED BY A 5/8 INCH REBAR WITH ALUMINUM CAP STAMPED "PLS 38702", SET ON WESTERN RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 FOR AN OFFSET MONUMENT;

THENCE SOUTH 00°22'56" EAST, ALONG THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, ASPHALT ROAD WITH A 60 FOOT RIGHT OF WAY, 2665.32 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, AND CONTAINING 240.96 ACRES (10,496,081 SQ. FT.) MORE OR LESS, WHICH INCLUDES 5.435 ACRES (236770 SQ. FT.) OF PUBLIC RIGHT OF WAY COUNTY ROAD 46.

Benjamin K. Fontenot, LS
Colorado Professional Land Surveyor No. 38702
Coffey Engineering and Surveying

WHITEHALL ZONING PLAT

EAST HALF OF SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH P.M. COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
1"=2000'

REZONE LEGAL DESCRIPTION:

A 240.96 ACRE TRACT OF LAND BEING THE PROPERTY OF SAUER PHANTOM 5 LLC (RECEPTION NO. 3480479) AND PORTION OF SAUER WHITEHALL LLC (RECEPTION NO. 4657171), AND PORTION OF COUNTY ROAD 46 RIGHT OF WAY, IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 OF THE SW/4) AND SOUTHEAST QUARTER (SE/4) OF SECTION 12 AND THE NORTH HALF OF THE NORTH HALF (N/2 OF THE N/2) OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH P.M., WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS A FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4, BEING MARKED BY A FOUND 3 INCH ALUMINUM CAP IN A MONUMENT BOX (ILLEGIBLE SCRIPTION), LOCATED IN THE CENTER OF THE INTERSECTION OF COLORADO BOULEVARD/COUNTY ROAD 13 AND COUNTY ROAD 46, THENCE SOUTH 44°31'21" WEST, 42.50 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'38" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 2620.78 FEET TO AN ANGLE POINT OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'53" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 1325.43 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00°24'05" WEST, 2657.61 FEET TO THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 89°29'13" EAST, 1324.43 FEET TO A POINT ON THE WESTERN LINE OF SOUTHEAST QUARTER OF SAID SECTION 12, FOR AN ANGLE POINT OF HEREIN DESCRIBED TRACT, AND FROM WHICH THE SAID CENTER QUARTER CORNER OF SECTION 12 BEARS, NORTH 00°25'16" WEST, 30.00 FEET, BEING MARKED BY A FOUND 2.5 INCH ALUMINUM CAP (ILLEGIBLE SCRIPTION);

THENCE NORTH 89°13'51" EAST, 2652.66 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, MARKED BY A 5/8 INCH REBAR WITH ALUMINUM CAP STAMPED "PLS 38702", SET ON WESTERN RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 FOR AN OFFSET MONUMENT;

THENCE SOUTH 00°22'56" EAST, ALONG THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, ASPHALT ROAD WITH A 60 FOOT RIGHT OF WAY, 2665.32 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, AND CONTAINING 240.96 ACRES (10,496,081 SQ. FT.) MORE OR LESS, WHICH INCLUDES 5.435 ACRES (236770 SQ. FT.) OF PUBLIC RIGHT OF WAY COUNTY ROAD 46.

TOWN COUNCIL APPROVAL:

THIS MAP TO BE KNOWN AS WHITEHALL ZONING PLAT IS APPROVED AND ACCEPTED TO THE TOWN OF JOHNSTOWN, COLORADO BY ORDINANCE 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____.

_____ _____

GARY LEBSACK, MAYOR DATE

_____ _____

ATTEST: TOWN CLERK DATE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS ZONING PLAT OF AREA AS DEPICTED ON THE PROPERTY HEREON WAS PREPARED FROM SURVEY DATA AND FIELD NOTES FROM SURVEY PERFORMED IN THE FIELD AND ON THE GROUND AND COMPLETED FEBRUARY 8 UNDER MY DIRECT SUPERVISION, TO BE COMPLETE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.

07/12/2120

(SIGNATURE OF SURVEYOR)

BENJAMIN K. FONTENOT

(PRINTED NAME)

REGISTERED SURVEYOR: BENJAMIN K. FONTENOT, LS
STATE OF: COLORADO
REGISTRATION NUMBER: 38702

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR 38702 07/12/20

REFERENCES:

1. WARRANTY DEED
   RECEPTION NO. 4657174
2. WARRANTY DEED BOOK 1417 PAGE 1282
   RECEPTION NO. 2364754
3. CLEARVIEW P.U.D. FIRST FILING
   RECEPTION NO. 2915577
4. CLEARVIEW P.U.D. SECOND FILING
   RECEPTION NO. 3024732
5. CLEARVIEW P.U.D. FOURTH FILING
   RECEPTION NO. 3866659
6. RECORDED EXEMPTION NO. 1061-13-1-RE1917
   RECEPTION NO. 25278721
7. RECORDED EXEMPTION NO. 1059-7-3-RE93403
   RECEPTION NO. 3011360
8. SPECIAL WARRANTY DEED
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10. QUITCLAIM DEED
    RECEPTION NO. 3362942
11. ALTA/NSPS SURVEY FOR SAUER WHITEHALL LLC, BY COFFEY ENGINEERING AND SURVEYING DATED 1/18/21, SIGNED BY BENJAMIN K. FONTENOT LS NO. 38702.

LEGEND:

- FOUND SECTION MONUMENT - AS DESCRIBED
- YPC YELLOW PLASTIC CAP
- AC ALUMINUM CAP
- SIGN (SINGLE POST)- AS NOTED
- PROPERTY LINE
- RIGHT-OF-WAY
- ADJACENT PROPERTY LINE

REVISED			
DATE	REQUEST BY	CHECK	

REVISED			
DATE	REQUEST BY	CHECK	

Project: 1958.01
Drawing: ZONING
Drafted By: PJK/PA
Date: 6/14/21
Rev. Date: 7/9/21
Check By: BKF

WHITEHALL ZONING PLAT
E/2 SW/4 AND SE/4 SEC. 12, T4N, R68W, 6TH P.M.
WELD COUNTY, COLORADO

COFFEY
ENGINEERING & SURVEYING
4045 St. Cloud Dr., Loveland, CO 80538
(P) 970-622-2095

Sheet: 1 / 1

DRAWING FILENAME: \\coleman\projects\1000\1958.01 Weld RE-5J School District\DWGS\SURVEY\Sauer Whitehall-Phantom\Annex & Zoning Plats\1958.01_ZONING_SAUER-WHITEHALL-PHANTOM_SET1.dwg LAYOUT NAME: 24x36x_SAUER PARCEL (Overall) DATE: Jul 09, 2021 - 10:15am CAD OPERATOR: Pitzmarks
LIST OF XREFS: }

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Annexation Agreement - Whitehall Annexation

ACTION PROPOSED: Consideration and Approval of the Whitehall Annexation Agreement

ATTACHMENTS: 1. Proposed Whitehall Annexation Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Accompanying the proposed Annexation request for the 240.96-acre Whitehall Annexation is an Annexation Agreement. This agreement is based upon our standard Town template and includes:

- Section 11 which discusses dedication of right of way for the major arterials, which will be accomplished through a proposed plat, currently expected to be presented at a Council hearing in November.
- Section 28 allows the opportunity for future economic development incentives and agreements, at the Town's sole discretion and based on proposed development plans and planned users
- Exhibit B documents existing water rights on the property

LEGAL ADVICE:
The Town Attorney drafted the Agreement.

FINANCIAL ADVICE:
NA

RECOMMENDED ACTION:
Approve the Whitehall Annexation Agreement.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN
ANNEXATION AGREEMENT
THE WHITEHALL ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 10th day of September, 2021, by and between Sauer Whitehall, LLC, a Colorado limited liability company, and Sauer Phantom 5, LLC, a Colorado limited liability company (collectively, "Owner"), and the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado ("Town").

WITNESSETH:

WHEREAS, Owner desires to annex real property into the Town, situated in the East Half of the Southwest Quarter and Southeast Quarter of Section 12, Township 4, Range 68 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 5631 County Road 46, consisting of approximately 240.96 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Owner executed a Petition for Annexation, dated July 28 _____, 2021, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has submitted a zoning application, requesting Planned Unit Development – Mixed Use (PUD-MU) zoning, with the intent, subsequent to annexation, to apply for future development plan approvals that will further identify and define proposed land uses and intended development of the Property; and

WHEREAS, notwithstanding the foregoing, the Town recognizes and agrees that a public school is a permitted use within the initial PUD-MU zoning district; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

WHEREAS, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

WHEREAS, Owner acknowledges that, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the development within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code ("Code"), the Town's development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §§31-12-101, *et seq*. (the "Act").

3. ***Owner.*** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. ***Zoning and Land Use.*** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses associated with the PUD-MU zone district, to be further defined and agreed to with Town-approval of an outline development plan and other development approvals, and that the granting of such zoning by the Town of Johnstown is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all action necessary to permit zoning by the Town of the annexed Property within the time prescribed by state statute.

7. ***Non-Conforming Use.*** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use. The current level of activity is generally characterized as follows: agricultural (irrigated crop production).

8. ***Water Rights Dedication.*** Owner owns the water rights and lateral ditch company rights appurtenant to the Property that are described on **Exhibit B** attached hereto and incorporated herein by reference. Owner shall dedicate all such water rights and lateral ditch company rights to the Town no later than the date of approval of the final plat of the first phase of development of the Property, or as otherwise required by the Code. Owner specifically agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or

transfer any water rights appurtenant to the Property without the prior written approval of the Town.

9. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. ***Public Improvements.*** Owner agrees to design and construct all required public improvements to Town standards at Owner's expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

11. ***Roadway Dedication.*** Within ninety (90) days of the effective date of the annexation, Owner shall dedicate the right of way to the Town to expand Colorado Boulevard, and Weld County Road 46. If required by the Town, in its discretion, Owner shall dedicate additional right of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

12. ***Land Dedication.*** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

13. ***Water and Waste Water Utilities.*** Owner agrees to construct all on-site and required off-site water and waste water mains and appurtenances to Town standards at Owner's expense. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

14. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

15. ***Limitation on Fee Impositions by the Town.*** The Town agrees that the Property shall be subject to typical development fees similar to those that are imposed on other comparable

developments in the Town pursuant to the Town's regulations and ordinances. Owner acknowledges that the Town has adopted impact fees and a special regional sewer fee that will apply to this development.

16. ***Conformity with Laws.*** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

17. ***Disconnection.*** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

18. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, Owner shall be required to pay sums due owing from the Town to the Little Thompson Water District, if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009. Existing residences and structures on the Property may continue to utilize service from the Little Thompson Water District until such time as redevelopment of the Property occurs, at which time disconnection shall be required.

19. ***Future Cooperation.*** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

20. ***No Joint Venture or Partnership/No Assumption of Liability.*** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

21. ***Failure to Annex.*** This Agreement shall be null and void if the Town fails to approve the annexation of the Property, or if the ordinance approving the annexation is not recorded with the Weld County Clerk and Recorder within one calendar year from the date of the public hearing wherein such ordinance is approved by Town Council.

22. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

23. ***Breach.*** In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

(I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property; and/or

(IV) Any other remedy available at law.

24. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

25. ***Assignments.*** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee.

26. ***Town Police Powers.*** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

27. ***Performance Standards (Design Guidelines).*** If required by the Town, the Town and Owner shall jointly develop and agree to adopt performance standards addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The performance standards shall be applied to all development projects within the Property. The performance standards shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

28. ***Economic Incentives.*** Based upon Owner's representation of proposed high-quality commercial development within Property, Owner may be entitled to economic incentives, including sales tax rebates, related to such portion of the development. If Owner desires economic incentives, Owner shall apply for such incentives at or around the time that Owner applies for approval of a final development plat and final development plan or at the time of issuance of a building permit. The Town shall then, in good faith, assess the request for economic incentives and, if approved by the Town in its discretion, the Town and Owner shall enter into a separate agreement regarding the economic incentives.

29. ***Notice.*** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered or; 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. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown
ATTN: Town Manager
450 S. Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

Notice to Owner:

Sauer Whitehall, LLC
Attn: Cynthia Sauer
6681 County Road 50
Johnstown, CO 80534
Email: cindys@skybeam.com

Sauer Phantom 5, LLC
Attn: Alex Sauer
6681 County Road 50
Johnstown, CO 80534
Email: sauerbeef@gmail.com

30. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

31. ***Cost Reimbursement to Town.*** Owner shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

32. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

34. ***Headings.*** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. ***No Repeal of Laws.*** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

36. ***Amendments to Law.*** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

37. ***No Vested Rights.*** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement.

38. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the Weld County Clerk and Recorder at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

39. ***Entire Agreement.*** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

40. ***Amendment.*** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the Weld County Clerk and Recorder, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

41. ***Severability.*** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

[Remainder of page intentionally left blank.]

ATTEST:

TOWN OF JOHNSTOWN, COLORADO, A MUNICIPAL CORPORATION

By:_____
Diana Seele, Town Clerk

By:_____
Gary Lebsack, Mayor

DEVELOPER:

Sauer Whitehall, LLC

By: Cynthia Sauer
Name: CYNTHIA SAUER

Title: OPERATING MGR, SAUER WHITEHALL, LLC

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 10th day of September, 2021, by CYNTHIA SAUER, as OPERATIONS MANAGER of SAUER WHITEHALL, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires: 12-8-24

Todd A. Johnson
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084039301
MY COMMISSION EXPIRES December 8, 2024

Sauer Phantom 5, LLC

By: Alex Sauer
Name: ALEX SAUER

Title: OPERATING MGR, SAUER PHANTOM 5, LLC

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 10th day of September, 2021, by ALEX SAUER, as OPERATIONS MANAGER of SAUER PHANTOM 5, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires: 12-8-24

Todd A. Johnson
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084039301
MY COMMISSION EXPIRES December 8, 2024

EXHIBIT A
PROPERTY

A 240.96 ACRE TRACT OF LAND BEING THE PROPERTY OF SAUER PHANTOM 5 LLC (RECEPTION NO. 3480479) AND PORTION OF SAUER WHITEHALL LLC (RECEPTION NO. 4657171), AND PORTION OF COUNTY ROAD 46 RIGHT OF WAY, IN THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 OF THE SW/4) AND SOUTHEAST QUARTER (SE/4) OF SECTION 12 AND THE NORTH HALF OF THE NORTH HALF (N/2 OF THE N/2) OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 68 WEST, 6TH/ P.M., WELD COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS A FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4, BEING MARKED BY A FOUND 3 INCH ALUMINUM CAP IN A MONUMENT BOX (ILLEGIBLE INSCRIPTION), LOCATED IN THE CENTER OF THE INTERSECTION OF COLORADO BOULEVARD/COUNTY ROAD 13 AND COUNTY ROAD 46, THENCE SOUTH 44°31'21" WEST, 42.50 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 AND THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'38" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 2620.73 FEET TO AN ANGLE POINT OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°25'53" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 46, GRAVEL ROAD WITH A 60 FOOT RIGHT OF WAY, 1325.43 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 00°24'05" WEST, 2657.61 FEET TO THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 89°29'13" EAST, 1324.44 FEET TO A POINT ON THE WESTERN LINE OF SOUTHEAST QUARTER OF SAID SECTION 12, FOR AN ANGLE POINT OF HEREIN DESCRIBED TRACT, AND FROM WHICH THE SAID CENTER QUARTER CORNER OF SECTION 12 BEARS, NORTH 00°25'16" WEST, 30.00 FEET, BEING MARKED BY A FOUND 2.5 INCH ALUMINUM CAP (ILLEGIBLE INSCRIPTION);

THENCE NORTH 89°13'51" EAST, 2632.66 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, FOR THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, MARKED BY A 5/8 INCH REBAR WITH ALUMINUM CAP STAMPED "PLS 38702", SET ON WESTERN RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13 FOR AN OFFSET MONUMENT;

THENCE SOUTH 00°22'56" EAST, ALONG THE WEST RIGHT OF WAY LINE OF COLORADO BOULEVARD/COUNTY ROAD 13, ASPHALT ROAD WITH A 60 FOOT

RIGHT OF WAY, 2665.32 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, AND CONTAINING 240.96 ACRES (10,496,081 SQ. FT.) MORE OR LESS, WHICH INCLUDES 5.435 ACRES (236770 SQ. FT.) OF PUBLIC RIGHT OF WAY COUNTY ROAD 46.

BENJAMIN K. FONTENOT, LS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38702
COFFEY ENGINEERING AND SURVEYING
404 ST. CLOUD DR., STE 180
LOVELAND CO. 80538

EXHIBIT B
WATER RIGHTS

AFFIDAVIT CONCERNING IRRIGATION
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO

I, Alexander Sauer make this affidavit for purposes of describing my knowledge about the historical irrigation of lands under the Home Supply Ditch. I am over 21 years old and competent to testify. I make each of the following statements on the basis of my personal knowledge.

1. I use 13 shares in the CHSDR Company, represented by Certificates No. 6370, owned by Sauer Whitehall,, LLC.
2. I have used water from these shares to irrigate the lands described below since 1993. Prior to that these shares were owned/used by: Gregg Family Revocable Trust.
3. The water represented by these shares is delivered to the land below through the following headgate(s) and lateral(s):33F.
4. These shares are used to irrigate approximately 154 acres of land located in the following quarter quarter sections:SE4 Section 12 -4N-68W.
5. The method of application of the water has been by Sprinkler (sprinkler or flood). Additional information concerning my knowledge about the irrigation of these lands _____ _____.
6. The crops irrigated with these shares over the following time periods from 1950 to the present are as follows: Corn, alfalfa.
7. The following irrigation wells, other ditch company shares, and other sources of water (including CBT units) were also used in the irrigation of these same lands: 96/120 share of Big Thompson Manufacturing and Ditch Company .

FURTHER AFFIANT SAYETH NAUGHT.

Alex Sauer
[signature]

STATE OF COLORADO)
COUNTY OF Weld) ss.

Subscribed and sworn to before me this 12 day of November, 2019 by Alexander Sauer.

Witness my hand and official seal.

My commission expires: 09/12/2020.

Notary Public

Cert Date			
2004	#6370 - 13 SHARES - SAUER-WHITEHALL LLC	this comes from:	#5924 - 13 SHARES - HENRY SAUER AND CINDY SAUER
1993	#5924 - 13 SHARES - HENRY SAUER AND CINDY SAUER	this comes from:	#5894 - 13 SHARES - BEN H GREGG JR AND MARGERY H GREGG OR THEIR SUCCESSORS IN INTEREST, AS TRUSTEES OF THE GREGG FAMILY REVOCABLE TRUST DATED MARCH 10, 1992, AS TO AN UNDIVIDED 1/3 INTEREST; UNTO JANE G WALLOWER A 1/3 INTEREST; AND UNTO MARK V GREGG, KENT B GREGG AND GWEN G LOWDEN A 1/9 INTEREST EACH
1993	#5894 - 13 SHARES - BEN H GREGG JR AND MARGERY H GREGG OR THEIR SUCCESSORS IN INTEREST, AS TRUSTEES OF THE GREGG FAMILY REVOCABLE TRUST DATED MARCH 10, 1992, AS TO AN UNDIVIDED 1/3 INTEREST; UNTO JANE G WALLOWER A 1/3 INTEREST; AND UNTO MARK V GREGG, KENT B GREGG AND GWEN G LOWDEN A 1/9 INTEREST EACH	this comes from:	#5695 - 13 SHARES - UNTO BEN H GREGG JR & JANE E WALLOWER A 1/3 INTEREST EACH; UNTO MARK V GREGG, KENT B GREGG, AND GWEN E LOWDEN, A 1/9 INTEREST EACH
1985	#5695 - 13 SHARES - UNTO BEN H GREGG JR & JANE E WALLOWER A 1/3 INTEREST EACH; UNTO MARK V GREGG, KENT B GREGG, AND GWEN E LOWDEN, A 1/9 INTEREST EACH	this comes from:	#5615 - 13 SHARES - ARTIE P GREGG FOR AND DURING THE TERM OF HER NATURAL LIFE; REMAINDER INTEREST TO A 1/3 INTEREST TO BEN H GREGG JR, AND A 1/3 INTEREST TO JANE G WALLOWER; A 1/9 INTEREST UNTO EACH OF MARK V GREGG, KENT B GREGG, AND GWEN G LOWDEN
1981	#5615 - 13 SHARES - ARTIE P GREGG FOR AND DURING THE TERM OF HER NATURAL LIFE; REMAINDER INTEREST TO A 1/3 INTEREST TO BEN H GREGG JR, AND A 1/3 INTEREST TO JANE G WALLOWER; A 1/9 INTEREST UNTO EACH OF MARK V GREGG, KENT B GREGG, AND GWEN G LOWDEN	this comes from:	#3288 - 10 SHARES - ARTIE P GREGG DURING HER LIFE; AT HER DEATH TO THE BODILY HEIRS
			#5573 - 2 SHARES - JAMES J DAVIS
			#5293 - 2 SHARES - JOAN A LUTZ
1922	#3288 - 10 SHARES - ARTIE P GREGG DURING HER LIFE; AT HER DEATH TO THE BODILY HEIRS	this comes from:	N/A - PREVIOUS RECORDS LOST IN THE 1976 BIG THOMPSON FLOOD
1980	#5573 - 2 SHARES - JAMES J DAVIS	this comes from:	#5530 - 5 SHARES - JAMES J DAVIS

1976	#5293 - 2 SHARES - JOAN A LUTZ	this comes from:	#4342 - 8 SHARES - HERMAN T IHNEN AND ELVIRA H IHNEN AS JOINT TENANTS BUT NOT AS TENANTS IN COMMON
1979	#5530 - 5 SHARES - JAMES J DAVIS	this comes from:	#5528 - 6 SHARES - JAMES J DAVIS
1963	#4342 - 8 SHARES - HERMAN T IHNEN AND ELVIRA H IHNEN AS JOINT TENANTS BUT NOT AS TENANTS IN COMMON	this comes from:	N/A - PREVIOUS RECORDS LOST IN THE 1976 BIG THOMPSON FLOOD
1979	#5528 - 6 SHARES - JAMES J DAVIS	this comes from:	#5427 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; SEKICH AND ECHEVERRIA COMPANY, A PARTNERSHIP BY MICK SEKICH JR, MANAGING AGENT, AND BY ROY ECHEVERRIA, MANAGING AGENT
1977	#5427 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; SEKICH AND ECHEVERRIA COMPANY, A PARTNERSHIP BY MICK SEKICH JR, MANAGING AGENT, AND BY ROY ECHEVERRIA, MANAGING AGENT	this comes from:	#5295 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND MICK SEKICH JR AND ECHEVERRIA LAND COMPANY, EQUITY OWNER
1976	#5295 - 15 SHARES - THE FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND MICK SEKICH JR AND ECHEVERRIA LAND COMPANY, EQUITY OWNER	this comes from:	#5067 - 15 SHARES - FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND WILLIAM C ACKARD, EQUITY OWNER
1969	#5067 - 15 SHARES - FEDERAL LAND BANK OF WICHITA, MORTGAGEE; AND WILLIAM C ACKARD, EQUITY OWNER	this comes from:	#3933 - 15 SHARES - JACOB H SCHMIDT
1944	#3933 - 15 SHARES - JACOB H SCHMIDT	this comes from:	N/A - PREVIOUS RECORDS LOST IN THE 1976 BIG THOMPSON FLOOD

Map Reference No. = 217
Return Flow Segment = 5
Owner/Former Owner = Sauer, H
No. of Home Supply Shares = 13
Status 98CW410 = "Not Included"
Location = 12-4N-68W
Net Irrigated Acres = 154

Item #8.

WARRANTY DEED

RECORDER'S STAMP

STATE DOCUMENTARY FEE
Date 12-17-93
$ 40.00

THIS DEED, Made this 16th day of December, 19 93, between Ben H. Gregg, Jr., Jane G. Wallower, Gwendolyn G. Lowden, Mark V. Gregg and Kent B. Gregg as Heirs of Artie P. Gregg formerly known as Artie M. Pulliam

of the *County of Maricopa and State of ~~Colorado~~ Arizona, grantor(s), and

Henry Sauer and Cindy Sauer

whose legal address is 6491 Weld County Road 50
Johnstown, Colorado 80534

of the County of Weld and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of - Four Hundred Thousand and No/100ths - - - - - ($400,000.00)- - - - - - - DOLLARS, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

All of the South East Quarter of Section 12, Township 4 North, Range 68 West of the 6th P.M., excepting a strip off of the North side already conveyed to the Great Western Railway Company, County of Weld, State of Colorado.
Together with 13 shares of The Consolidated Home Supply Ditch and Reservoir Company stock, 96/120ths share of Big Thompson Ditch & Manufacturing Company stock and 55 units of Colorado Big Thompson Water.
Reserving unto the Grantors all royalty payments for a period of five years from the date hereof on the existing oil and gas well located in the SE 1/4 SE 1/4 of Section 12.

also known by street and number as 5631 County Road 46, Johnstown, Colorado 80534

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor(s), for themselves, their heirs and personal representatives do covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF the grantor(s) have executed this deed on the date set forth above.

Ben H. Gregg, Jr.

Ben H. Gregg, Jr. as attorney in fact for Jane G. Wallower
Jane G. Wallower by Ben H. Gregg, Jr. as Attorney in Fact

Ben H. Gregg, Jr. as attorney in fact for Gwendolyn G. Lowden
Gwendolyn G. Lowden by Ben H. Gregg, Jr. as Attorney in Fact

Ben H. Gregg, Jr. as attorney in fact for Mark V. Gregg
Mark V. Gregg by Ben H. Gregg, Jr. as Attorney in Fact

STATE OF COLORADO } ss.
County of Larimer

Ben H. Gregg, Jr. as attorney in fact for Kent B. Gregg
Kent B. Gregg by Ben H. Gregg, Jr. as Attorney in Fact

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Annexation Agreement for Held Farm Annexation

ACTION PROPOSED: Consideration and Approval of the Held Farm Annexation Agreement

ATTACHMENTS: 1. Proposed Held Farm Annexation Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Accompanying the proposed Annexation request for the 122-acre Held Farm Annexation is an Annexation Agreement. This agreement is based upon our standard Town template and includes:

- Section 8 and Exhibit B discuss and document existing water rights on the property
- Section 11 which discusses dedication of right of way for the major arterials
- Section 14 discusses dedication of a 30-foot easement for the Town's sanitary sewer interceptor

LEGAL ADVICE:
The Town Attorney drafted the Agreement.

FINANCIAL ADVICE:
NA

RECOMMENDED ACTION:
Approve the Held Farm Annexation Agreement.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN
ANNEXATION AGREEMENT
THE HELD FARM ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of September 2021, by and between PLATTE LAND & WATER, LLC, a Delaware limited liability company ("Owner"), and the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado ("Town").

WITNESSETH:

WHEREAS, Owner desires to annex real property into the Town, situated in the Southwest Quarter of Section 4, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, known by site address as 8062 County Road 48 ½, County of Weld, State of Colorado, consisting of approximately 122.71 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Owner executed a Petition for Annexation, dated March 9, 2021, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has prepared a zoning map identifying and illustrating its request for H-A (Holding Agriculture) zoning, which would allow the Property to continue in its current state of agricultural uses until future development, at which time a change of zone will likely be required; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

WHEREAS, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, is directly related to and generated by the anticipated subsequent development within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation

contained in the Johnstown Municipal Code, the Town's development regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, *et seq*., C.R.S. (the "Act").

3. ***Owner.*** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. ***Zoning and Land Use.*** The parties recognize that, in the future, it is the intent and desire of Owner to develop the Property in a manner generally consistent with the surrounding zoning and land uses. Until that time, Owner seeks to zone the Property H-A (Holding-Agricultural). Owner shall take all action necessary to permit zoning by the Town of the annexed Property within the time prescribed by state statute.

7. ***Non-Conforming Use.*** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use. The current level of activity is generally characterized as follows: irrigated crop farming of approximately 123 acres.

8. ***Water Rights Dedication.*** Owner owns certain water rights and lateral ditch company rights appurtenant to the Property, including, without limitation, shares of capital stock in The Consolidated Hillsborough Ditch Company ("Hillsborough Ditch Water"), that are described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Water Rights"). Except for the Hillsborough Ditch Water, Owner shall dedicate the Water Rights to the Town no later than the date of approval of the final plat for the first phase of the development. Owner and the Town shall enter into an agreement regarding the Hillsborough Ditch Water (the "Water Agreement") and upon thirty (30) days written notice from the Town to Owner after execution of the Water Agreement, Owner shall dedicate the Hillsborough Ditch Water to the Town as set forth in the Water Agreement. Owner recognizes and agrees that the Town shall not, unless otherwise subsequently agreed in writing, accept the Hillsborough Ditch Water for development purposes. Owner specifically agrees that it has not sold or transferred any of the Water Rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation petition and, once annexed to the Town, will not sell or transfer any of the Water

Rights appurtenant to the Property, including the Hillsborough Ditch Water, without the prior written approval of the Town.

9. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. ***Public Improvements.*** Owner agrees to design and construct all required public improvements to Town standards at Owner's expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

11. ***Roadway Dedication.*** Within sixty (60) days of written request by the Town, Owner shall dedicate half-width rights-of-way to the Town to expand: (i) Parish Ave (Weld County Road 17) to a Town Major Arterial standard and Weld County Road 48 ½ to a Town Minor Arterial standard. If required by the Town, in its discretion, Owner shall dedicate additional rights-of-way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

12. ***Land Dedication.*** The dedication of parks and open space, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, any mineral interest owned by Owner at the time of annexation; provided, however, the general warranty of title or any other warranties of title shall not apply to such mineral interest) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

13. ***Water and Waste Water Utilities.*** Owner agrees to construct all on-site and required off-site water and waste water mains and appurtenances to Town standards at Owner's expense as may be required by development of the Property. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if Owner and the Town determine that such installation is necessary in connection with orderly development of the Property.

14. Sa***nitary Sewer Easement Dedication.*** Within sixty (60) days of written request by the Town, Owner agrees to dedicate a thirty-foot (30') exclusive sanitary sewer easement to the Town for the purposes of extending an oversized sanitary sewer interceptor along the south side of the ultimate Weld County Road 48 ½ right-of-way frontage. The Town and Owner agree that

such dedication is directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

15. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

16. ***Limitation on Fee Impositions by the Town.*** Owner agrees that the Property shall be subject to development fees similar to those that are imposed on other comparable developments in the Town. Owner acknowledges that the Town has adopted, among other fees, impact fees that will apply to this development.

17. ***Conformity with Laws.*** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

18. ***Disconnection.*** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

19. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, Owner shall be required to pay sums due owing from the Town to the Little Thompson Water District, if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009.

20. ***Future Cooperation.*** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

21. ***No Joint Venture or Partnership/No Assumption of Liability.*** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise

provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

22. ***Failure to Annex.*** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

23. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

24. ***Breach.***

(a) *Breach by Owner*. In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

(I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property; and/or

(IV) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

(b) *Breach by Town*. In the event of a breach by Town, Owner will have the right to seek all remedies provided by law.

25. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is

successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

26. ***Assignment, Sale or Transfer.*** Within ten days after an assignment of this Agreement or a sale or transfer of the Property or any portion thereof, Owner shall provide written notice to the Town of the name, address, telephone number and related contact information of the assignee and/or new owner of the Property (for purposes of this paragraph, collectively "Assignee"). Unless otherwise agreed by the Town, the Owner's obligations under this Agreement shall not be diminished or reduced by virtue of an assignment or sale.

27. ***Town Police Powers.*** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

28. ***Performance Standards (Design Guidelines).*** If required by the Town, the Town and Owner shall jointly develop and agree to adopt performance standards addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The performance standards shall be applied to all development projects within the Property. The performance standards shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

28. ***General Provisions***.

(a) *Cooperation*. The Town will (i) cause its staff to timely and promptly approve or disapprove submittal by the Owner of plans, specifications, drawings, details, or other pertinent data required in connection with any water line, sanitary sewer line, storm drainage, or other utility servicing the Property or any improvements within any dedication of a right-of-way on the Property, and any disapproval shall set forth the items disapproved together with the reasons for such disapproval; (ii) use its best efforts in securing, at the Owner's expense, agreement from other governmental or private entities other than the Town that are necessary or desirable by the Owner to allow the Owner to fulfill its obligation under this Agreement and develop the Property in a timely manner; (iii) cooperate with the Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the Town that are necessary or desirable by the Owner to allow the Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner; and (iv) not unreasonably withhold its consent or approval when any consent or approval by the Town is required.

29. ***Notice.*** All notices required under this Agreement shall be in writing and shall be: (a) hand-delivered; or (b) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (c) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown Attn: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Email: mlecerf@townofjohnstown.com
Notice to Owner:	Platte Land & Water Attn: Tim Walsh 210 University Boulevard, Suite 710 Denver, CO 80206 E-mail: tim@platteassets.com

30. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

31. ***Cost Reimbursement to Town.*** Owner shall reimburse the Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

32. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

34. ***Headings.*** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. ***No Repeal of Laws.*** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

36. ***Amendments to Law.*** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

37. ***No Vested Rights.*** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Annexation Agreement.

38. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded with the County Clerk and Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

39. ***Entire Agreement.*** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

40. ***Amendment.*** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

41. ***Severability.*** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO, A MUNICIPAL CORPORATION

By:_____
Diana Seele, Town Clerk

By:_____
Gary Lebsack, Mayor

PLATTE LAND & WATER, LLC
Delaware limited liability company

By: _____
Name: Timothy Walsh
Title: President

STATE OF COLORADO)
)ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2021, by _____, as _____of Platte Land & Water, LLC.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: _____

EXHIBIT A
PROPERTY

LEGAL DESCRIPTION:

A portion of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado being more particularly described as follows:

Considering the East Line of the Southwest 1/4 of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado as bearing S 01°13'11" E, with all bearings contained herein, relative thereto.

COMMENCE at the Center 1/4 Corner (aka the Northeast corner of the Southwest 1/4) of Section 4, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado.
thence N 01°13'11" W for a distance of 30.02 feet along the East line of said Southwest 1/4 to the South right of way line of Weld County Road 48-1/2, said point being the POINT OF BEGINNING;
thence S 01°13'11" E for a distance of 2581.00 feet continue along said East line of Southwest 1/4 to the North right of way line of the Great Western Railroad;
thence N 89°09'34" W for a distance of 1359.94 feet along said North right of way line to the East line of Book 228, Page 4, public records of Weld County, Colorado;
thence N 01°15'59" W for a distance of 1286.61 feet along said East line to the North line of said Book 228, Page 4;
thence S 89°05'51" W for a distance of 1391.47 feet along said North line to the West right of way line of North Parish Avenue;
thence N 01°13'27" W for a distance of 1340.18 feet along said West right of way line to the North right of way line of Weld County Road 48-1/2;
thence S 89°05'20" E for a distance of 2753.57 feet along said North right of way line to the Point of Beginning.
Excepting, that certain parcel of land described in deed recorded August 23, 1926 in Book 807 at Page 76.

Containing 122.71 acres, more or less.

Written by M. Bryan Short, Colorado LS 32444

EXHIBIT B
WATER RIGHTS

2.5 shares of The Consolidated Hillsborough Ditch Company as evidenced by Certificate No. 949.

17551267_v1

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Town of Johnstown and ProCode Agreement for Building Division Services

ACTION PROPOSED: Consider Approval the Agreement with ProCode for Building Division Services

ATTACHMENTS: 1. Agreement/Contract for Building Department Services

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an agreement for building division services between the Town of Johnstown and ProCode. The agreement provides for a clear and comprehensive coordination and execution of building services to be delivered to our construction community for the Town of Johnstown. More specifically, some of the highlights of the agreement include:

- A 3-year agreement subject to annual appropriations with compensation at:
  - 2022 calendar year - $15,750.00 monthly
  - 2023 calendar year - $16,225 monthly
  - 2024 calendar year and subsequent years - $16,725 monthly
- Inspect properties, residential, commercial and industrial, with twenty-four (24) hours of a request by the Town, except that weekends and holidays shall not be included in the twenty-four (24) hour time period;
- Review development plans, in whatever form, within ten (10) days business days of a request by the Town;
- Provide regular reports as may be required by the Town Manager concerning building activity within the Town;
- On or before June 1, 2022, provide the Town Manager with updated internal procedures implemented to streamline the permit process for quicker processing and, if requested, to amend the internal procedures consistent with the Town Manager's direction;

- On or before June 1, 2022, recommend updated permit fee schedules for residential, commercial and industrial properties and thereafter present such recommended fee schedules to Town Council;
- During the 2022 calendar year and each year thereafter during this contract, conduct a 2 hour program annually to educate members of the public regarding building guidelines and best practices and provide the Town Manager with documentation that may be posted on the Town of Johnstown's website to further community education.
- ProCode will carry its own liability and indemnify and hold harmless the Town of Johnstown for their actions related to the duties of this agreement.

LEGAL ADVICE:

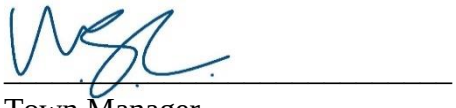
The Town Attorney drafted the original agreement and this document was use from the last agreement.

FINANCIAL ADVICE:

Funds have been proposed in the FY2022 to accommodate this cost for services.

RECOMMENDED ACTION: Approve the Building Services Agreement with ProCode as presented.

Reviewed and Approved for Presentation,



Town Manager

AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES

THIS AGREEMENT made this _____ day of _____, 2021, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipal corporation of the State of Colorado ("Town"), and PROCODE, INC., a Colorado corporation.

WHEREAS, the Town does not have a building department and does not employ a building official; and

WHEREAS, the Town desires to utilize the services of ProCode, Inc. to perform building department services for the Town; and

WHEREAS, at the time of the execution of this Agreement, the parties anticipate that ProCode, Inc. shall be primarily responsible for providing the services described herein; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Town and ProCode, Inc. (hereinafter, "Building Official") hereby enter into this Agreement.

NOW, THEREFORE, in consideration of recitals, promises, and covenants herein set forth, and other good and valuable consideration herein receipted for, the parties agree as follows:

1. SERVICES – The Town and Building Official agree that Building Official shall perform the following services for the Town: review plans, process permits, conduct inspections, prepare certificates of occupancy, respond to phone referrals, attend conferences with building permit applicants and any and all other reasonable activities requested by the Town. Building Official shall also inspect and investigate complaints of Code violations when so directed by an administrative officer of the Town, and be available for testimony in any proceeding regarding such violations. (Collectively, the foregoing shall be referred to as the "Services.") The Services shall be performed for residential, commercial and industrial properties within the incorporated boundaries of the Town and be based upon the Town's adopted Building Code, Mechanical Code, Plumbing Code, Electrical Code and any other related Codes adopted in Chapter 18 of the Johnstown Municipal Code. Building Official agrees to designate Jonathan Gesick to be primarily responsible for providing, and/or coordinating for the provision of, the Services hereunder.

   Building Official further agrees to:

   a. Inspect properties, residential, commercial and industrial, with twenty-four (24) hours of a request by the Town, except that weekends and holidays shall not be included in the twenty-four (24) hour time period;

b. Review development plans, in whatever form, within ten (10) business days of a request by the Town;
c. Provide regular reports as may be required by the Town Manager concerning building activity within the Town;
d. On or before June 1, 2022, provide the Town Manager with updated internal procedures implemented to streamline the permit process for quicker processing and, if requested, to amend the internal procedures consistent with the Town Manager's direction;
e. On or before June 1, 2022, recommend updated permit fee schedules for residential, commercial and industrial properties and thereafter present such recommended fee schedules to Town Council;
f. During the 2022 calendar year and each year thereafter during this contract, conduct a 2 hour program annually to educate members of the public regarding building guidelines and best practices and provide the Town Manager with documentation that may be posted on the Town of Johnstown's website to further community education.

2. HOURS – The parties expect and agree that Building Official shall work as many hours as required per week for the Town. The Town does not dictate Building Official's hours, but expects and requires that Building Official perform the Services in a timely manner and that such Services will be generally performed during regular business hours. If Building Official is unavailable during any particular week, Building Official shall provide notice to the Town Manager.

3. CERTIFICATION – Building Official represents and agrees that Jonathan Gesick and, if applicable, all other persons providing Services pursuant to this Agreement are certified building official(s), and or inspector(s), with certifications in building, plumbing, mechanical and electrical disciplines for commercial, industrial and residential properties. Building Official and persons providing Services shall maintain the appropriate certifications during the term of this Agreement according to the discipline in which they are involved and performing Services.

4. COMPENSATION – In consideration of Building Official's high level credentials and ability and agreement to deliver the Services, the Town agrees to pay Building Official at the monthly rates shown below for the next three (3) years, unless otherwise amended, which is based on the expectation that Building Official shall provide the required Services for the Town. The compensation will be paid to Building Official within five (5) working days following the first regular Town business meeting of the month for all invoices submitted at least ten (10) days prior to such meeting.

   Building Official's compensation shall be as follows:
   a. 2022 calendar year - $15,750.00 monthly
   b. 2023 calendar year - $16,225 monthly
   c. 2024 calendar year and subsequent years - $16,725 monthly

5. INDEPENDENT CONTRACTOR – Building Official understands and agrees that Building Official is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Building Official. The Town shall not be responsible for withholding any portion of Building Official's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation or other taxes or benefits. THE BUILDING OFFICIAL IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. THE BUILDING OFFICIAL IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. The Town does not require that Building Official work exclusively for the Town. As long as there is not a conflict of interest with the Town, Building Official may engage in any other lawful business activities during the term of this Agreement.

6. SUBCONTRACTOR – Building Official may retain a subcontractor to perform Services for the Town and shall be responsible for directing the subcontractor to perform such Services. ProCode shall pay the subcontractor for hours worked and these additional hours shall not be billed to the Town. Retention of a subcontractor shall be subject to the following provisions:

   (a) Subcontractor Qualifications. Subcontractor shall be qualified to perform the Services for the Town and have appropriate certifications. Prior to retaining a subcontractor, Building Official shall provide the name and qualifications of subcontractor to the Town. Subcontractor may not perform Services for the Town until the Town, in its discretion, provides written approval of the retention of subcontractor.

   (b) Subcontractor Obligations. Building Official shall require that subcontractor: (1) agrees to be bound by the terms of the Agreement; (2) be fully insured to the minimum extent provided in Paragraph 11 of this Agreement and maintain, through Building Official or independently, worker's compensation insurance in accordance with the lawful requirements of the State of Colorado; and (3) understands and agrees that he or she is not an employee of the Town, is not entitled to unemployment compensation coverage by the Town, is not entitled to benefits provided to Town employees, is not entitled to insurance coverage provided to Town employees and that he or she is obligated to pay federal and state income taxes on moneys earned with respect to work for the Town, unless the taxes are otherwise paid by an employer. Subcontractor shall not perform Services for the Town until the foregoing obligations are satisfied.

7. LIABILITIES –

(a) The Town shall not be liable for the direct payment of any salaries, wages or other compensation to any personnel, including but not limited to subcontractors, performing services herein for Building Official or for the Town at the request of Building Official.

(b) Building Official or his employees shall not be deemed to assume any liability for intentional or negligent acts of said Town or any officer, agent, or employee thereof.

(c) Building Official assumes full responsibility for any and all damages caused by Building Official's exercise of its activities under by this Agreement. Building Official agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Building Official or any invitees, guests, agents, employees or subcontractors of Building Official, whether brought by any of such persons or any other person arising from Building Official's activities or failure to act.

8. TERM AND RENEWAL – The term of this Agreement shall be one year from its anniversary date. The Agreement shall be automatically renewed annually on its anniversary date unless either party provides written notice of termination at least sixty (60) days prior to the termination.

9. TERMINATION – Either party may terminate this Agreement by providing sixty (60) days advanced written notice. In such case, Building Official shall complete all outstanding obligations to the Town within thirty (30) days. After providing a reasonable opportunity to cure, either party may terminate this Agreement based on a breach of the Agreement without providing sixty (60) days advanced written notice. Upon termination, the remainder of Building Official responsibilities shall be transferred to the Town.

10. NOTICES –

(a) All notices to Building Official shall be sent certified or registered mail, return receipt requested, and first class mail, postage prepaid, to ProCode, Inc., Attention: Jonathan Gesick, 39 S Parish Ave, Johnstown, CO 80534.

(b) All notices to the Town shall be sent certified or registered mail, return receipt requested, and first class mail, postage prepaid, to Town Manager, 450 South Parish, P.O. Box 609, Johnstown, CO 80534.

(c) In the alternative, either Party may provide notice via E-mail delivery on the condition that the other party acknowledges receipt of the E-mail and agrees in a responsive E-mail communication to accept notice in such manner.

11. INSURANCE – Building Official shall maintain the following insurance coverage during the term of this Agreement and any subsequent renewals.

(a) Building Official shall maintain errors and omissions liability insurance, the terms of which shall be subject to approval by the Town, and shall provide that any notices of cancellation or non-renewal be provided to the Town. The minimum coverage of errors and omissions liability insurance shall be one million dollars ($1,000,000.00) with five hundred thousand dollars ($500,000.00) per occurrence.

(b) Building Official shall maintain one million dollars ($1,000,000.00) general liability insurance, the terms of which shall be subject to approval by the Town, and shall provide that any notice of cancellation or non-renewal be provided to the Town.

(c) Building Official shall maintain worker's compensation insurance in accordance with lawful requirements of the State of Colorado. Any notice of cancellation or non-renewal shall be provided to the Town.

(d) All insurance policies shall include the Town of Johnstown as an additional insured.

12. CODE MODIFICATIONS AND UPDATES – In addition to the Services set forth herein, Building Official shall make periodic recommendation to the Town for modifying, improving or updating the relevant Uniform Codes in effect pursuant to Chapter 18 of the Johnstown Municipal Code. At a minimum, Building Official shall make recommendations to the Town Manager regarding the adoption of, along with appropriate modifications to, the Uniform Codes revised and adopted by the International Code Council in 2018 as necessary. Such recommendations shall be made in writing by both the Town Manager and Building Official and shall thereafter be presented to Town Council. Building Official shall facilitate public input prior to providing recommendations to Town Council.

13. LAWS – The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

14. DISPUTE RESOLUTION – In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

15. SEVERABILITY – If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

16. 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.

17. RETURN OF RECORDS – Upon termination of this Agreement, Building Official shall return to Town all records, notes, documents and other items that were used, created or controlled by Building Official during the term of this Agreement.

18. ASSIGNMENT AND BINDING EFFECT – Building Official shall not transfer or assign its interest in this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and the Building Official.

19. NO PUBLIC OFFICIAL PERSONAL LIABILITY – Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

20. 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. 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 its own free and voluntary act and deed, without compulsion. 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.

21. AMENDMENT – This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

22. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings.

23. HEADINGS – The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Town, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk. Likewise, Building Official has subscribed to this Agreement by affixing his signature, all on the same day and year first above written.

PROCODE, INC.

_____
By: Jonathan Gesick, President

TOWN OF JOHNSTOWN, COLORADO

By:_____
Gary Lebsack, Mayor

ATTEST:

By:_____
Diana Seele, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Water and Sewer Service Agreement – Crowne at 2534, Limited Partnership by Crowne 2534 LLC, for the Crowne Apartment Complex

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:
The Developer, Crowne at 2534, Limited Partnership by Crowne 2534 LLC, its General Partner, has received approval of a site development plan for four (4) apartment buildings, each of which will have four (4) levels with a site total of 285 luxury apartments and are sized as follows:

Total Square Footage
Building 1000 - 59,947
Building 2000 - 84,186
Building 3000 - 74,770
Building 4000 - 121,857

This development is in the 2534 area, called the Crowne Apartment Complex.

The total estimated demand for potable water of 83.02 AF, and 3.14 AF for non-potable water for landscaping, have been reviewed by the town water engineer. This water has been allocated by the appropriate water banks for potable and non-potable use – see Exhibit B of the agreement. The required water court transfer fee was paid to the Town previously.

LEGAL ADVICE:
The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :
N/A

RECOMMENDED ACTION:
Approve the Water and Sewer Service Agreement for Crowne at 2534, Limited Partnership by Crowne 2534 LLC, its General Partner.

Reviewed and Approved for Presentation,

_____
Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2021, by and between **CROWNE AT 2534, Limited Partnership**, a Delaware limited partnership ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, the Developer owns an interest in land in the NE¼ of Section 14, T05N, R68W, 6th PM, known as Lot 4, 2534 Filing No. 12 and Lot 1, 2534 Filing No. 15, comprising approximately 11.8 acres and more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as four apartment buildings containing a total of 285 units, eight garages, and a clubhouse with a swimming pool. There will be a total of 1.93 acres (83,946 ft^2) of irrigated landscape, consisting of 0.72 acre of spray-irrigated turf, 0.10 acre drip-irrigated mulched beds, and 1.11 acres of xeric-irrigated areas. There will also be 0.57 acre of seeded grasses that will be temporarily irrigated until grass is established. Once established, the irrigation will be discontinued. Together, the project is known as Crowne at 2534 ("Project"); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project. 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 August 21, 2021, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	82.65	4.13
Clubhouse and Pool	0.37	0.02
Permanent Landscape Irrigation (non-potable)	3.14	2.67
Total	86.16	6.82

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

c. Temporary Non-Potable Supply. The landscape plans submitted as part of the Project identify 0.57 acre (25,005 ft^2) of seeded grasses that will be temporarily irrigated until growth can be sustained without irrigation ("Temporary Irrigation Area"). Pursuant to the Temporary Irrigation Agreement executed between the Developer and the 2534 Master Association, a Colorado nonprofit corporation, as evidenced by Exhibit B, the Developer shall be entitled to temporarily irrigate the Temporary Irrigation Area. Unless the Temporary Irrigation Agreement provides otherwise, the Developer agrees to cease irrigating the Temporary Irrigation Area within two years of the date of this Agreement or once the vegetation is successfully established, whichever is earlier, and to disconnect the irrigation system at such time.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 83.02 acre-feet per year of potable water supply together with the corresponding sewer service, up to 3.14 acre-feet per year non-potable water supply for permanent landscape irrigation and a temporary non-potable water supply as stated in paragraph 2.c., above.

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

5. **Payment of Water Court Transfer fees.** The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Master Association Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Ordinance.

6. **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, mailed postage prepaid, certified mail, return receipt requested, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:

Crowne at 2534, Limited Partnership
505 20th Street North
Suite 1150
Birmingham, AL 35203
Attn: Andrea E. Haines
Email: aehaines@crownepartners.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
dseele@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbins.com

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

7. **Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be

shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence a legal action, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. 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.

9. 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.

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

11. 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.

12. 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.

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

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

15. Entire agreement and Authorization. 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. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. 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 may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall 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

CROWNE AT 2534, LIMITED PARTNERSHIP
By: Crowne 2534, LLC, it's general partner

By: _____
Alan Z Engel, it's manager

STATE OF ~~COLORADO~~ ALABAMA)
) ss
COUNTY OF JEFFERSON)

SUBSCRIBED AND SWORN to before me this 23 day of SEPTEMBER, 2021 by Alan Z. Engel as manager for Crowne at 2534, Limited Partnership.

Witness my hand and official seal.

JODIE SHIPMAN
MY COMMISSION EXPIRES
NOTARY PUBLIC
07-11-2025
ALABAMA STATE AT LARGE

_____
Notary Public
306 DOGWOOD DRIVE
SYLVAN SPRINGS, AL 35118
Address
(205) 587-4126
Telephone

My Commission Expires: JULY 11, 2025

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:
Lot 4, 2534 Filing No. 12, County of Larimer, State of Colorado

APN: 8514123004

PARCEL B:
Lot 1, 2534 Filing No. 15, County of Larimer, State of Colorado

APN: 8514124001

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Master Association Water Bank," to provide water service to Crowne at 2534, LP, a Delaware limited partnership ("Owner"), for the development known as the Crowne at 2534 ("Development") and any successor occupant of the premises pursuant to a Water and Sewer Service Agreement ("WSSA") to be executed between Owner and the Town ("Permanent Water Service"); and to provide temporary non-potable water service to the Owner for the Development and any successor occupant of the premises for the temporary irrigation of native grasses pursuant to a separate agreement by and between the Owner and the 2534 Master Association, a Colorado nonprofit corporation ("Temporary Non-Potable Service"). The amount of such allocated raw water credit is calculated to be 83.02 acre-feet per year for potable in building use and pool use and 3.14 acre-feet per year for non-potable irrigation use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and the Johnstown Municipal Code.

The premises referenced herein are described on Exhibit A to the WSSA.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

THE GERRARD FAMILY PARTNERSHIP, LLLP

_____ Dated: 9/20/2021

Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

_____ Dated: 9/20/2021

Todd Williams, Vice President
Thompson Ranch Development Company

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Water and Sewer Service Agreement – Limelight Properties, LLC, for industrial flex space located at 4530 Venture Dr.

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

ITEM DESCRIPTION:
The Developer, Limelight Properties, LLC, has received approval of a site development plan for three (3) 12,000 SF light industrial, "flex" buildings located at 4530 Venture Dr., in the 2534 area.

The estimated demand for potable water is 1.0 AF; and 0.806 AF for non-potable water for irrigation of landscaping, have been reviewed by the town water engineer. This water has been allocated by the appropriate water banks for potable and non-potable use – see Exhibit B of the agreement. The required water court transfer fee was paid to the Town previously.

LEGAL ADVICE:
The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :
N/A

RECOMMENDED ACTION:
Approve the Water and Sewer Service Agreement for TL Venture Properties, LLC.

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2021, by and between **LIMELIGHT PROPERTIES, LLC**, a Colorado Limited Liability Company ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer owns an interest in land in a portion of the SE¼ of the NW¼ of Section 14, T05N, R68W, 6th PM, known as Lot 24, Block 10, 2534 Filing No. 6, and more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as three 12,000 ft^2 flex-use buildings and a total irrigated area of 14,040 ft^2 (0.322 acre), of which 0.215 acre will be spray-irrigated and 0.107 acre will be drip irrigated. Together the project is known as Limelight Properties ("Project"); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. 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 September 1, 2021, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.000	0.050
Permanent Landscape Irrigation (non-potable)	0.806	0.685
Total	1.806	0.735

2. Water Rights Dedication.

a. Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

b. Non-Potable Supply. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 1.0 acre-foot per year of potable water supply together with the corresponding sewer service, up to 0.806 acre-feet per year non-potable water supply for landscape irrigation.

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

5. Payment of Water Court Transfer fees. The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Master Association Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Ordinance.

6. 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, mailed postage prepaid, certified mail, return receipt requested, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:

Jason R. Visnic
Limelight Properties, LLC
P.O. Box 272772
Fort Collins, CO 80525
Email: _____

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
dseele@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbins.com

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

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

8. 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.

9. 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.

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or

damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

11. 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.

12. 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.

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

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

15. Entire agreement and Authorization. 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. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. 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 may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall 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

LIMELIGHT PROPERTIES, LLC

By: Jason Visnic
Title: member of Limelight Properties, LLC.

STATE OF COLORADO)
) ss
COUNTY OF Larimer)

SUBSCRIBED AND SWORN to before me this 14th day of September, 2021 by Jason Visnic as member for Limelight Properties, LLC.

Witness my hand and official seal.

AMANDA PHELPS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204029681
MY COMMISSION EXPIRES 08/25/2024

Notary Public
Amanda Phelps
609 Blue Mountain Ct., Windsor, CO 80550
Address
970-313-6145
Telephone

My Commission Expires: 08/25/2024

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

Legal Description – Limelight Properties

Lot Twenty-four (24), Block Ten (10), 2534 Filing No. 6 recorded November 9, 2007 at Reception No. 20070084414 within the records of the Larimer County Clerk and Recorder, being a portion of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Fourteen (14), Township Five North (T.5N.), Range sixty-eight West (R.68W.) of the Sixth Principle Meridian (6th P.M.), City of Loveland, County of Larimer, State of Colorado.

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Master Association Water Bank," to provide water service to Limelight Properties, LLC, a Colorado limited liability company ("Owner"), for the development known as the Limelight Properties ("Development") and any successor occupant of the premises pursuant to a Water and Sewer Service Agreement ("WSSA") to be executed between Owner and the Town ("Permanent Water Service"). The amount of such allocated raw water credit is calculated to be 1.0 acre-foot per year for potable in building use and 0.806 acre-foot per year for non-potable irrigation use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and the Johnstown Municipal Code.

The premises referenced herein are described on Exhibit A to the WSSA.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

THE GERRARD FAMILY PARTNERSHIP, LLLP

_____ Dated: 9/15/2021

Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

_____ Dated: 9/14/2021

Todd Williams, Vice President
Thompson Ranch Development Company

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Acknowledgement of Receipt of 2022 Budget

ATTACHMENTS: 1. FY 2022 Preliminary Budget
2. Resolution 2021-37

PRESENTED BY: Mitzi McCoy, Finance Director

The Town of Johnstown Municipal Code, Section 4-2 states that "No later than October 15th of each year, the Town Manager, as designated by the Town Council and required by Colorado Law, shall submit to the Town Council the proposed annual budget for the ensuing fiscal year." The attached resolution acknowledges that the Council was in receipt of the preliminary 2022 Budget document prior to the required date as the document was/will be presented to the Council at two separate work sessions, held on September 27, 2021 and scheduled for October 25, 2021.

The budget in its entirety has been included with this resolution and will be made available to the public for inspection at Town Hall and on the Town's website.

FINANCIAL ADVICE :
N/A

Reviewed and Approved for Presentation,

Town Manager

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	1,765,500	2,052,500	45,000	-	-	2,097,500
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	108,300	4,506,680	140,000	223,000	-	4,869,680
Public Works	699,100	15,650	34,550	9,900	759,200	-	-	-	759,200
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	$2,111,343	$11,342,011	$357,750	$223,000	$0	$11,922,761

Total Cash Available	$	40,817,865
Ending Fund Balance	$	28,895,104

% of Total Budget	55.36%	18.62%	3.44%	17.71%	95.13%	3.00%	1.87%	0.00%	100.00%

	GENERAL FUND REVENUES	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	ADVALOREM TAXES					
10.01.3110.00	PROPERTY TAXES - WELD	3,906,704	3,889,813	3,960,825	3,890,000	3,989,176
10.01.3112.00	PROPERTY TAXES - LARIMER	4,390,740	5,677,695	4,294,777	5,678,000	4,291,259
	SUBTOTAL	8,297,444	9,567,508	8,255,602	9,568,000	8,280,435
	SALES TAX					
10.01.3120.00	SALES TAX - STATE	6,995,866	4,511,827	5,896,405	7,050,000	6,100,000
10.01.3122.00	USE TAX - BUILDING	776,152	1,072,988	220,020	1,080,000	750,000
	SUBTOTAL	7,772,018	5,584,815	6,116,425	8,130,000	6,850,000
	EXCISE TAX					
10.01.3130.00	LODGING TAX	108,128	76,994	75,000	80,000	111,900
10.01.3150.00	TOBACCO TAX	37,250	8,765	22,000	13,000	25,000
10.01.3160.00	SEVERANCE TAX	361,590	-	75,000	104,250	75,000
	SUBTOTAL	506,968	85,759	172,000	197,250	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	259,462	350,000	432,500	475,000
	SUBTOTAL	499,703	274,525	373,000	458,500	501,000
	LICENSES, PERMITS, & SERVICE CHARGES					
10.01.3210.00	BUSINESS LICENSES	14,776	17,623	16,250	17,650	15,000
10.01.3215.00	CONTRACTORS LICENSES	28,450	20,400	16,250	21,000	28,000
10.01.3220.00	DOG LICENSE/FEES	1,018	669	1,500	700	1,500
10.01.3230.00	LIQUOR LICENSE	4,771	4,671	3,500	4,700	3,500
10.01.3510.00	ABATEMENT FEES	6,031	2,045	-	2,100	500
10.01.3520.00	ADMINISTRATIVE FEES	7,083	5,606	4,000	5,700	3,000
10.01.3530.00	BUILDING PERMITS	757,889	688,040	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)	1,329	350	1,350	250
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	356,833	191,121	109,950	196,255	109,950
10.01.3760.00	PUBLIC FACILITITES IMPACT FEES	743,048	476,739	238,350	487,862	238,350
	SUBTOTAL	1,920,159	1,408,244	892,150	1,536,317	1,150,050

	GENERAL FUND REVENUES	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	FINES, FORFEITURES, & PD FEES					
10.01.3310.00	COURT REVENUES	134,780	147,990	108,000	160,000	145,000
10.01.3320.00	COURT SURCHARGE	14,097	13,885	14,000	14,000	15,500
	SUBTOTAL	148,877	161,875	122,000	174,000	160,500
	OTHER REVENUES					
10.01.3960.00	INTEREST INCOME	159,581	75,405	112,000	77,500	52,500
10.01.3970.00	MISC REVENUE	439,346	2,563	11,000	8,000	15,000
10.01.3985.00	REFUND OF EXPENDITURES	341,508	510,397	100,000	520,000	150,000
10.01.3990.00	RENT INCOME	6,600	4,775	7,200	7,200	6,600
	SUBTOTAL	947,035	593,140	230,200	612,700	224,100
	REVENUE FROM OTHER AGENCIES					
10.01.3420.00	ROYALTIES	391,633	50,366	40,000	55,000	25,000
10.01.3440.00	STATE GRANTS	793,679	87,190	10,000	87,190	1,087,500
	SUBTOTAL	1,185,312	137,555	50,000	142,190	1,112,500
	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**	**17,814,568**	**16,211,877**	**20,820,107**	**18,490,985**
	INTRAGOVERNMENTAL REVENUES					
10.01.3999.00	TO LIBRARY	(1,143,334)	(758,438)	(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 STREETS	(2,000,000)	-	-	-	-
10.01.3999.00	TO TAX FUND	(403,646)	(382,483)	(354,800)	(525,000)	(525,000)
	SUBTOTAL	(4,358,342)	(1,140,921)	(7,242,457)	(1,843,443)	(41,665,000)
	TOTAL FUND REVENUES W/TRANSERS	16,919,252	16,673,647	8,969,420	18,976,664	(23,174,015)

GENERAL FUND REVENUES	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
UNRESTRICTED CASH BALANCE FORWARD					63,991,880
TOTAL ANTICIPATED FUNDS AVAILABLE					40,817,865
RESTRICTED FOR IMPACT - POLICE (AS OF 12/2020)			1,695,915		
Less 2021 Budgeted Expenses:					
Substation Rent			(18,500)		
PD Expansion review			(30,000)		
Copier for substation			(6,000)		
Vehicle for new officer			(64,000)		
Equipment for new officer			(7,850)		
RESTRICTED FOR IMPACT - POLICE (AS OF 12/2021)			**1,569,565**		
RESTRICTED FOR IMPACT - PUB FAC (AS OF 12/2020)			4,365,114		
Less 2021 Budgeted Expenses:					
Council Chamber Upgrades			(54,000)		
RESTRICTED FOR IMPACT - PUB FAC (AS OF 12/2021)			**4,311,114**		

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.10.4001.00	Salaries	29,597	26,962	22,800	38,000	25,000
10.10.4010.00	Payroll Taxes	2,238	2,064	1,800	2,800	2,000
10.10.4025.00	Workers Compensation	1	11	1,200	100	1,200
	Total Personnel Services	31,836	29,037	25,800	40,900	28,200
	Contractual Services					
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	6,266	12,000	10,000	19,000
10.10.4150.00	Professional Services	118,549	96,002	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	117,588	197,800	196,300	250,300
	Commodities					
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
	Other Charges					
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	356,126	1,286,000	1,286,000	1,551,500
	Total Other Charges	1,452,754	490,530	1,413,600	1,428,300	1,765,500
	Capital - $5,000/item min.					
10.10.4830.00	Equipment	-	49,655	54,000	54,000	45,000
	Total Capital	-	49,655	54,000	54,000	45,000
	Total Budget Request	**1,679,366**	**687,321**	**1,700,200**	**1,723,200**	**2,097,500**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.20.4001.00	Salaries	146,388	193,841	378,000	378,000	398,800
10.20.4002.00	Overtime	-	-	500	500	500
10.20.4010.00	Payroll Taxes	10,118	14,380	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	13,158	4,500	4,500	4,900
10.20.4030.00	Group Insurance	21,723	27,316	92,300	92,300	58,900
10.20.4035.00	Retirement Contribution	11,641	16,542	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	265,597	541,750	541,750	552,950
	New Personnel					
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
	Contractual Services					
10.20.4120.00	Employee Education	-	-	1,000	1,000	3,000
10.20.4135.00	Other Contractual Services	37,073	8,591	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	62,139	130,000	130,000	252,000
10.20.4170.00	Telephone & Internet	2,645	1,882	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	83,872	226,810	223,900	422,925

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Commodities					
10.20.4310.00	Computers & Software	9,595	5,103	11,530	11,530	31,873
10.20.4330.00	Fuel & Lubricants	754	832	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	2,261	4,000	4,000	8,300
	Total Commodities	15,672	17,320	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	16,901	136,500	136,500	151,000
	Total Other Charges	97,572	20,498	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**	**387,286**	**968,280**	**965,371**	**1,644,593**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.30.4001.00	Salaries	173,077	128,953	211,800	211,800	243,100
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	12,561	9,458	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	108	2,300	2,300	2,400
10.30.4030.00	Group Insurance	30,872	22,612	44,700	44,700	56,400
10.30.4035.00	Retirement Contribution	8,907	7,326	14,300	14,300	28,500
	Total Personnel Services	225,888	168,457	292,040	292,040	352,050
	New Personnel					
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
	Contractual Services					
10.30.4135.00	Other Contractual Services	7,558	2,829	10,500	10,500	14,800
10.30.4140.00	Postage	1,349	546	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	47,601	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	2,352	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	54,538	81,440	85,500	91,000
	Commodities					
10.30.4310.00	Computers & Software	10,526	10,763	25,825	14,000	2,400
10.30.4330.00	Fuel & Lubricants	1,465	1,569	2,700	2,700	3,000
10.30.4400.00	Supplies - Office	1,677	1,821	3,500	3,500	3,500
	Total Commodities	13,668	14,153	32,025	20,200	8,900

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Other Charges					
10.30.4530.00	Election Expenses	-	-	-	-	-
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	1,785	2,500	3,100	3,500
	Total Other Charges	7,673	6,229	8,380	8,980	9,100
	Capital - $5,000/item min.					
10.30.4830.00	Equipment	8,632	-	-	-	-
	Total Capital	8,632	-	-	-	-
	Total Budget Request	**325,754**	**243,377**	**413,885**	**406,720**	**509,750**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.40.4001.00	Salaries	115,819	67,686	93,700	95,700	116,300
10.40.4002.00	Overtime	13	52	500	500	500
10.40.4010.00	Payroll Taxes	8,462	5,007	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	72	2,400	2,400	2,560
10.40.4030.00	Group Insurance	16,892	9,762	15,780	15,780	18,600
10.40.4035.00	Retirement Contribution	7,212	4,669	6,800	6,800	13,600
	Total Personnel Services	148,736	87,248	127,580	129,580	161,810
	Contractual Services					
10.40.4135.00	Other Contractual Services	26,451	120,705	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	1,357	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	122,857	121,750	127,550	206,700
	Commodities					
10.40.4310.00	Computers & Software	3,410	-	5,700	1,000	38,800
10.40.4400.00	Supplies - Office	2,643	1,570	3,200	2,900	3,200
	Total Commodities	6,052	1,570	8,900	3,900	42,000
	Other Charges					
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	617	4,500	2,500	4,500
	Total Other Charges	2,504	1,607	7,000	4,200	7,000
	Total Budget Request	**187,450**	**213,282**	**265,230**	**265,230**	**417,510**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.50.4001.00	Salaries	181,207	137,985	211,500	211,500	230,200
10.50.4002.00	Overtime	-	-	-	-	-
10.50.4010.00	Payroll Taxes	12,855	9,869	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	1,926	2,400	2,400	2,650
10.50.4030.00	Group Insurance	43,071	35,261	35,920	35,920	59,900
10.50.4035.00	Retirement Contribution	11,943	8,889	13,800	13,800	28,500
	Total Personnel Services	249,442	193,931	281,720	281,720	342,150
	New Personnel					
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
	Contractual Services					
10.50.4120.00	Employee Education	-	-	1,000	-	-
10.50.4135.00	Other Contractual Services	94,993	2,521	156,400	10,000	162,100
10.50.4137.00	Contractual - Restricted Bill Back	247,215	298,243	150,000	325,000	-
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	4,117	12,000	10,000	-
10.50.4170.00	Telephone & Internet	2,175	1,554	5,290	5,290	6,000
10.50.4180.00	Travel & Training	341	-	6,500	2,000	8,000
	Total Contractual Services	352,054	306,954	332,190	353,240	177,300
	Commodities					
10.50.4310.00	Computers & Software	4,893	8,459	17,600	17,600	20,380
10.50.4400.00	Supplies - Office	2,258	726	4,000	2,000	5,000
	Total Commodities	7,152	9,185	21,600	19,600	25,380
	Other Charges					
10.50.4540.00	Insurance	4,881	1,823	4,200	1,950	3,600

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
10.50.4560.00	Memberships & Subscriptions	894	-	2,030	-	4,548
10.50.4570.00	Miscellaneous	5,340	601	-	600	3,500
	Total Other Charges	11,115	2,424	6,230	2,550	11,648
	Capital - $5,000/item min.					
10.50.4830.00	Equipment	6,450	-	-	-	7,750
10.50.4860.00	Vehicles	131,281	-	-	-	-
10.50.4890.00	Other Improvements	-	3,169	-	-	-
	Total Capital	137,731	3,169	-	-	7,750
	Total Budget Request	**757,493**	**515,662**	**641,740**	**657,110**	**759,878**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Contractual Services					
10.50.4137.00	Contractual - Restricted Bill Back	-	-	-	-	300,000
	Total Contractual Services	-	-	-	-	300,000
	Total Budget Request	**-**	**-**	**-**	**-**	**300,000**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.60.4001.00	Salaries	53,363	35,709	56,500	56,500	63,500
10.60.4002.00	Overtime	-	-	500	500	500
10.60.4010.00	Payroll Taxes	4,106	2,729	4,450	4,450	4,900
10.60.4020.00	Unemployment Taxes	-	-	550	550	650
10.60.4025.00	Workers Compensation	73	39	600	600	650
10.60.4030.00	Group Insurance	17	490	2,000	2,000	2,000
10.60.4035.00	Retirement Contribution	2,256	1,512	2,400	2,400	7,700
	Total Personnel Services	59,815	40,479	67,000	67,000	79,900
	Contractual Services					
10.60.4135.00	Other Contractual Services	154,054	105,456	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	327	2,630	700	1,300
10.60.4180.00	Travel & Training	-	-	500	-	-
	Total Contractual Services	154,870	105,783	185,180	182,300	188,500
	Commodities					
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
	Other Charges					
10.60.4540.00	Insurance	1,690	421	1,000	450	1,000
10.60.4560.00	Memberships & Subscriptions	175	260	200	300	300
	Total Other Charges	1,905	681	1,200	750	1,300
	Total Budget Request	**217,166**	**149,392**	**259,350**	**254,550**	**271,400**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.70.4001.00	Salaries	1,884,423	1,306,235	2,089,378	2,089,378	2,462,500
10.70.4002.00	Overtime	15,808	4,990	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	96,460	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	35,999	146,000	146,000	148,000
10.70.4030.00	Group Insurance	326,168	219,108	387,400	387,400	463,500
10.70.4035.00	Retirement Contribution	105,472	76,984	114,950	114,950	289,700
	Total Personnel Services	2,538,420	1,739,776	2,985,553	2,966,553	3,646,950
	New Personnel					
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
	Contractual Services					
10.70.4120.00	Employee Education	2,783	-	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	10,330	21,850	21,850	25,000
10.70.4135.00	Other Contractual Services	90,163	110,606	179,700	182,500	193,500
10.70.4140.00	Postage	1,858	1,595	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	20,974	20,400	30,100	35,100
10.70.4170.00	Telephone & Internet	39,369	26,191	54,540	40,000	56,600
10.70.4180.00	Travel & Training	3,097	6,118	24,750	21,000	33,100
	Total Contractual Services	243,189	176,826	313,840	305,450	349,800
	Commodities					
10.70.4310.00	Computers & Software	23,099	17,858	28,760	28,000	14,340
10.70.4330.00	Fuel & Lubricants	32,926	33,974	50,500	44,000	60,000

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
10.70.4385.00	Supplies - General	125,122	23,265	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	9,694	16,450	16,000	17,000
	Total Commodities	201,561	91,659	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	102,300
10.70.4560.00	Memberships & Subscriptions	590	320	1,500	900	1,500
10.70.4570.00	Miscellaneous	-	4,344	-	5,200	-
	Total Other Charges	95,593	97,263	97,200	102,300	108,300
	Capital - $5,000/item min.					
10.70.4830.00	Equipment	1,072	2,926	13,500	9,000	-
10.70.4860.00	Vehicles	104,662	101,680	128,000	102,000	140,000
	Total Capital	105,734	104,606	141,500	111,000	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**	**2,210,129**	**3,765,193**	**3,699,403**	**4,869,680**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
10.80.4001.00	Salaries	58,518	81,076	124,500	119,500	117,000
10.80.4010.00	Payroll Taxes	4,266	6,013	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	6,166	4,000	4,000	4,500
10.80.4030.00	Group Insurance	7,200	12,351	26,860	26,860	22,600
10.80.4035.00	Retirement Contribution	5,261	7,035	7,100	7,100	14,300
	Total Personnel Services	77,114	112,641	173,510	168,510	168,600
	New Personnel					
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
	Contractual Services					
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	1,747	2,800	2,800	1,200
10.80.4140.00	Postage	-	-	200	100	200
10.80.4145.00	Printing & Advertising	384	231	400	200	200
10.80.4160.00	Rents	1,477	-	2,500	2,000	2,500
10.80.4170.00	Telephone & Internet	7,045	5,149	7,020	8,400	9,300
10.80.4180.00	Travel & Training	377	-	1,000	500	750
	Total Contractual Services	16,519	9,115	16,170	17,050	15,650

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	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	1,521	2,110	2,110	2,400
10.80.4385.00	Supplies - General	5,384	525	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	1,010	3,000	3,000	3,000
	Total Commodities	11,888	9,212	18,395	15,810	34,550
	Other Charges					
10.80.4540.00	Insurance	5,644	297	6,000	1,000	9,100
10.80.4560.00	Memberships & Subscriptions	-	-	300	500	800
10.80.4570.00	Miscellaneous	4	2,170	-	3,000	-
	Total Other Charges	5,648	2,468	6,300	4,500	9,900
	Capital - $5,000/item min.					
10.80.4810.00	Buildings	5,350	-	-	-	-
	Total Capital	5,350	-	-	-	-
	Total Budget Request	**116,519**	**133,435**	**214,375**	**205,870**	**759,200**

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Contractual Services					
10.82.4122.00	Maintenance - Buildings	156,924	7,035	26,000	25,000	40,800
10.82.4125.00	Maintenance - Equipment	1,908	737	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	40,635	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	33,246	34,000	36,000	75,000
	Total Contractual Services	282,707	95,314	164,500	157,000	217,650
	Commodities					
10.82.4390.00	Supplies - Janitorial	2,058	526	6,000	3,000	3,000
10.82.4410.00	Supplies - Operational	7,744	1,503	6,500	3,000	3,000
	Total Commodities	9,802	2,029	12,500	6,000	6,000
	Other Charges					
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
	Capital - $5,000/item min.					
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**	**151,638**	**312,300**	**254,800**	**293,250**

TOWN OF JOHNSTOWN
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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	$	176,009
Ending Fund Balance	$	31,009

% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

	CONSERVATION TRUST FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
30.01.3450.00	LOTTERY FUNDS	80,799	68,682	77,100	86,600	81,100
30.01.3960.00	INTEREST INCOME	461	24	100	100	50
	TOTAL FUND REVENUES	81,261	68,705	77,200	86,700	81,150
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					94,859
	TOTAL ANTICIPATED FUNDS AVAILABLE	81,261	68,705	77,200	86,700	176,009

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	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
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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	14,700	1,035,550	1,350,000	250,000	-	2,635,550
Totals	$ 478,900	$ 469,800	$ 72,150	$ 14,700	$ 1,035,550	$ 1,350,000	$ 250,000	$ -	$ 2,635,550
Total Cash Available									$ 7,802,848
Ending Fund Balance									$ 5,167,298
% of Total Budget	18.17%	17.83%	2.74%	0.56%	39.29%	51.22%	9.49%	0.00%	100.00%

	PARKS AND OPEN SPACE FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
34.01.3225.00	FISHING LICENSES	790	880	-	880	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	73,000	75,000	76,500	75,000
34.01.3567.00	PARK RESERVATION FEES	380	765	250	770	400
34.01.3740.00	PARK & OS - IMPACT FEES	393,668	174,324	179,100	182,690	179,100
34.01.3940.00	CEMETERY LOT PURCHASE	51,041	35,955	17,000	35,955	17,000
34.01.3960.00	INTEREST INCOME	22,055	1,110	22,000	1,800	2,000
34.01.3970.00	MISCELLANEOUS	27,078	-	-	-	-
		949,974	496,373	630,910	582,695	722,650
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
	TOTAL FUND REVENUES	1,169,974	496,373	850,910	652,695	772,650
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					7,030,198
	TOTAL ANTICIPATED FUNDS AVAILABLE					7,802,848

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
34.90.4001.00	Salaries	200,548	133,760	222,400	222,400	212,300
34.90.4002.00	Overtime	844	1,539	1,500	1,500	3,000
34.90.4010.00	Payroll Taxes	14,625	10,057	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	3,634	17,800	17,800	18,500
34.90.4030.00	Group Insurance	31,946	15,907	40,500	40,500	27,500
34.90.4035.00	Retirement Contribution	12,164	7,479	9,400	9,400	25,800
	Total Personnel Services	272,027	172,376	312,300	312,300	307,000
	New Personnel Services					
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
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	472	695	8,000	4,500	8,000
34.90.4125.00	Maintenance - Equipment	2,389	3,623	10,000	7,500	8,000
34.90.4127.00	Maintenance - Infrastructure	25,482	28,170	128,000	103,000	98,000
34.90.4130.00	Maintenance - Vehicles	612	37	2,000	1,500	1,500
34.90.4135.00	Other Contractual Services	26,804	20,151	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	2,077	4,000	4,000	154,000
	Total Contractual Services	71,428	63,488	229,850	193,350	469,800

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Commodities					
34.90.4300.00	Chemicals	16,279	20,162	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	8,694	8,200	8,200	11,000
34.90.4385.00	Supplies - General	805	594	3,000	2,000	2,500
34.90.4410.00	Supplies - Operational	15,124	1,524	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	31,490	57,960	53,660	72,150
	Other Charges					
34.90.4540.00	Insurance	5,697	1,901	4,300	4,300	4,700
34.90.4570.00	Miscellaneous	-	-	10,000	10,000	10,000
	Total Other Charges	5,697	1,901	14,300	14,300	14,700
	Capital - $5,000/item min.					
34.90.4830.00	Equipment	108,932	20,758	25,000	35,100	20,000
34.90.4840.00	Infrastructure	101,545	57,996	1,215,000	300,000	1,285,000
34.90.4860.00	Vehicles	-	-	-	-	45,000
	Total Capital	210,476	78,754	1,240,000	335,100	1,350,000
	Impact					
	Capital - $5,000/item min.					
34.90.4840.00	Infrastructure	-	-	-	-	250,000
	Total Capital	-	-	-	-	250,000
	Total Budget Request	**605,086**	**348,008**	**1,854,410**	**908,710**	**2,635,550**

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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	2,673,800	181,100	17,900	3,547,400	2,769,000	-	-	6,316,400
Totals	$ 674,600	$ 2,673,800	$ 181,100	$ 17,900	$ 3,547,400	$ 2,769,000	$ -	$ -	$ 6,316,400
Total Cash Available									$ 17,206,436
Ending Fund Balance									$ 10,890,035
% of Total Budget	10.68%	42.33%	2.87%	0.28%	56.16%	43.84%	0.00%	0.00%	100.00%

	STREET AND ALLEY FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
36.01.3120.00	SALES TAXES - GENERAL	707,560	751,551	1,020,000	1,213,800	1,020,000
36.01.3124.01	USE TAXES - BUILDINGS	92,360	227,079	150,000	235,400	150,000
36.01.3124.00	SALES & USE TAXES - VEHICLES	1,704,440	1,240,905	724,500	1,446,650	911,000
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	598,736	302,778	440,000	440,000	440,000
36.01.3176.00	HIGHWAY USERS TAXES	463,677	276,318	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	37,495	40,800	40,800	40,800
36.01.3585.00	STREET MAINTENANCE FEE	92,742	-	-	-	0
36.01.3590.00	TRASH COLLECTION FEES	717,070	496,190	715,477	744,722	881,000
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,829,529	1,067,171	416,550	1,086,610	416,550
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	2,789	4,281	4,000	4,281	4,000
36.01.3793.00	TRAFFIC SIGNAL - DEV SHARE	92,750	-	-	-	0
36.01.3960.00	INTEREST	54,772	2,737	28,000	2,800	2,000
36.01.3970.00	MISCELLANEOUS	427,167	-	-	-	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	4,602,295	5,210,093	5,873,952	5,108,017
	TOTAL FUND REVENUES	10,788,731	4,602,295	5,210,093	5,873,952	5,108,017
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					12,098,419
	TOTAL ANTICIPATED FUNDS AVAILABLE					17,206,436
	RESTRICTED FOR TRANS. IMPACT BAL (AS OF 12/2020):			**1,599,588**		
	Less 2021 Budgeted Expenses:					
	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**		

STREET AND ALLEY FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
RESTRICTED FOR IMPACT ONLY - SIGNALS (AS OF 12/2020)			**269,729**		

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
36.90.4001.00	Salaries	213,777	158,887	301,760	301,760	301,900
36.90.4002.00	Overtime	1,069	2,408	6,000	6,000	6,000
36.90.4010.00	Payroll Taxes	15,855	11,953	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	7,310	18,500	18,500	19,200
36.90.4030.00	Group Insurance	36,923	22,248	45,500	45,500	79,600
36.90.4035.00	Retirement Contribution	14,023	9,827	14,100	14,100	36,600
	Total Personnel Services	292,349	212,633	411,760	411,760	470,000
	New Personnel					
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
	Contractual Services					
36.90.4125.00	Maintenance - Equipment	10,336	17,677	20,000	20,000	27,500
36.90.4127.00	Maintenance - Infrastructure	393,049	95,486	840,000	840,000	1,270,000
36.90.4130.00	Maintenance - Vehicles	5,474	5,270	12,000	10,000	10,000
36.90.4135.00	Other Contractual Services	821,946	479,095	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	28,533	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	1,162	5,000	2,500	5,000
36.90.4190.00	Utilities	319,407	167,573	295,000	295,000	300,000
	Total Contractual Services	1,557,224	799,188	2,481,640	2,477,040	2,673,800

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Commodities					
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	22,053	20,000	30,000	30,000
36.90.4385.00	Supplies - General	8,725	2,299	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	25,358	27,000	30,000	35,000
36.90.4420.00	Supplies - Safety	6,953	751	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	76,157	145,800	154,050	181,100
	Other Charges					
36.90.4540.00	Insurance	7,091	9,820	7,800	9,820	15,400
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	17,900
	Capital - $5,000/item min.					
36.90.4830.00	Equipment	44,080	43,844	69,000	69,000	-
36.90.4840.00	Infrastructure	88,781	2,379	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	46,223	1,019,000	589,000	2,769,000
	Total Budget Request	**10,656,281**	**1,144,021**	**4,068,400**	**3,643,070**	**6,316,400**

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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								$ 13,769,358
Ending Fund Balance								$ 6,657,858
% of Total Budget	0.00%	0.16%	0.00%	0.00%	0.16%	99.84%	0.00%	100.00%

	CAPITAL PROJECT FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
38.01.3120.00	SALES TAX REVENUES	606,058	-	-	-	-
38.01.3122.01	USE TAX REVENUES - BUILDINGS	570,463	339,531	111,940	362,100	240,000
38.01.3960.00	INTEREST	71,389	3,664	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	343,195	62,840	266,100	184,500
	TOTAL FUND REVENUES	1,302,720	343,195	62,840	266,100	184,500
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					13,584,858
	TOTAL ANTICIPATED FUNDS AVAILABLE					13,769,358

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Contractual Services					
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
	Capital - $5,000/item min.					
38.90.4840.00	Infrastructure	50,201	21,273	4,400,000	600,000	7,100,000
	Total Capital	50,201	21,273	4,400,000	600,000	7,100,000
	Total Budget Request	**58,556**	**26,128**	**4,410,200**	**610,200**	**7,111,500**

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TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	585,050	585,050	-	-	585,050
Totals	$ -	$ -	$ -	$ 585,050	$ 585,050	$ -	$ -	$ 585,050
Total Cash Available								$ 585,050
Ending Fund Balance								$ (0)
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

	TAX ALLOCATION FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	TRANSFERS IN:					
60.01.3120.00	TAX SHARING	463,542	-	439,900	625,000	585,000
60.01.3960.00	INTEREST	-	-	100	50	50
		-	-	-	-	-
		463,542	-	440,000	625,050	585,050
	TOTAL FUND REVENUES	463,542	-	440,000	625,050	585,050
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					(0)
	TOTAL ANTICIPATED FUNDS AVAILABLE					585,050

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Other Charges					
60.90.4570.00	Miscellaneous	463,542	382,483	440,000	721,001	585,050
	Total Other Charges	463,542	382,483	440,000	721,001	585,050
	Transfers					
60.90.4999.00	Transfer Out		-			
	Total Transfers Out	-	-	-	-	-
	Total Budget Request	**463,542**	**382,483**	**440,000**	**721,001**	**585,050**

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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	1,007,400	734,050	4,338,800	20,910,280	-	25,249,080
Totals	$ 654,750	$ 1,942,600	$ 1,007,400	$ 734,050	$ 4,338,800	$ 20,910,280	$ -	$ 25,249,080
Total Cash Available								$ 64,082,828
Ending Fund Balance								$ 38,833,748
% of Total Budget	2.59%	7.69%	3.99%	2.91%	17.18%	82.82%	0.00%	100.00%

	WATER FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
70.01.3440.00	GRANTS	-	-	325,000	325,000	-
70.01.3810.00	SALES OF POTABLE WATER	3,254,914	2,688,551	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	1,131,326	965,550	1,300,000	1,006,050
70.01.3825.00	RAW WATER DEVELOPMENT FEE	953,834	965,948	816,294	1,123,765	850,650
70.01.3840.00	HYDRANT/BULK WATER	50,717	373,340	18,000	385,000	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	79,478	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	5,392	95,000	6,500	6,900
70.01.3970.00	MISCELLANEOUS	363,529	132,822	125,000	132,900	125,000
70.01.3985.00	REFUND OF EXPENDITURES	3,220	9,897	-	-	-
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	13,559,304	10,245,844	15,148,171	45,881,850
	TOTAL FUND REVENUES	6,115,719	13,559,304	10,245,844	15,148,171	45,881,850
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					26,360,978
	LESS CONTRIBUTED CAPITAL					(8,160,000)
	TOTAL ANTICIPATED FUNDS AVAILABLE					$ 64,082,828

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	101,987	65,797	103,650	103,650	103,200
70.12.4002.00	Overtime	53	343	500	500	500
70.12.4005.00	Compensated Absences	-	-		-	-
70.12.4010.00	Payroll Taxes	6,973	4,824	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	71	2,900	2,900	2,850
70.12.4030.00	Group Insurance	16,779	13,406	22,300	22,300	23,950
70.12.4035.00	Retirement Contribution	7,144	4,565	6,950	6,950	12,300
	Total Personnel Services	133,037	89,005	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	18,620	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	29,975	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**	**118,980**	**685,300**	**605,300**	**428,650**
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	304,261	232,960	366,800	366,800	131,800
70.90.4002.00	Overtime	10,680	13,828	11,000	11,000	3,000
70.90.4005.00	Compensated Absences	6,908	-	6,000	6,000	2,500
70.90.4010.00	Payroll Taxes	23,079	17,898	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	7,358	18,100	18,100	7,000
70.90.4030.00	Group Insurance	73,916	51,230	80,350	80,350	43,200
70.90.4035.00	Retirement Contribution	13,855	11,479	16,700	16,700	16,000
	Total Personnel Services	441,503	334,753	531,550	531,550	216,300

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	New Personnel					
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
	Contractual Services					
70.90.4122.00	Maintenance - Buildings	6,543	60,222	46,000	71,300	25,000
70.90.4125.00	Maintenance - Equipment	90,102	94,823	94,000	100,000	130,000
70.90.4127.00	Maintenance - Infrastructure	517,321	51,586	89,000	89,000	245,000
70.90.4130.00	Maintenance - Vehicles	6,221	1,977	5,000	5,000	5,300
70.90.4135.00	Other Contractual Services	152,262	130,399	126,500	149,000	781,500
70.90.4150.00	Professional Services	196,722	89,630	150,000	130,000	170,000
70.90.4170.00	Telephone & Internet	5,263	4,004	5,480	5,500	6,900
70.90.4180.00	Travel & Training	3,791	4,479	5,000	4,000	3,500
70.90.4190.00	Utilities	225,975	115,745	220,000	220,000	253,000
70.90.4195.00	Water Assessments	140,483	126,527	200,000	200,000	225,000
	Total Contractual Services	1,344,682	679,391	940,980	973,800	1,845,200
	Commodities					
70.90.4300.00	Chemicals	203,162	232,235	135,000	265,000	726,000
70.90.4310.00	Computers & Software	178	1,518	4,900	2,400	59,000
70.90.4330.00	Fuel & Lubricants	10,490	8,025	12,000	12,000	10,000
70.90.4340.00	Hydrants	11,368	4,010	15,000	8,000	10,000
70.90.4385.00	Supplies - General	5,618	5,533	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	12,525	18,000	18,000	20,000
70.90.4410.00	Supplies - Operational	67,855	27,330	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	131	2,000	1,500	1,500

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
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	364,057	379,900	478,900	1,007,400
	Other Charges					
70.90.4515.00	Depreciation	356,431	237,621	410,000	410,000	425,000
70.90.4540.00	Insurance	34,190	40,345	51,543	51,543	48,900
70.90.4560.00	Memberships& Subscriptions	559	35	1,000	750	750
70.90.4570.00	Miscellaneous	63,670	179,352	75,000	185,000	80,000
	Total Other Charges	454,850	457,353	537,543	647,293	554,650
	Capital - $5,000/item min.					
70.90.4830.00	Equipment	-	-	-	-	831,280
70.90.4840.00	Infrastructure	-	2,349,212	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	-	2,902,688	19,235,000	6,553,477	20,910,280
	Total Budget Request	**2,941,980**	**4,857,223**	**22,310,273**	**9,790,320**	**25,249,080**

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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	302,100	2,465,550	41,739,000	1,953,150	46,157,700
Totals	$ 485,050	$ 1,376,250	$ 302,150	$ 302,100	$ 2,465,550	$ 41,739,000	$ 1,953,150	$ 46,157,700
Total Cash Available								$ 57,375,791
Ending Fund Balance								$ 11,218,091
% of Total Budget	1.05%	2.98%	0.65%	0.65%	5.34%	90.43%	4.23%	100.00%

	SEWER FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
72.01.3410.00	GRANT	-	1,910,007	-	1,910,006	1,900,000
72.01.3775.00	SEWER - REGIONAL IMPACT FEE	-	674,500	400,000	675,000	902,500
72.01.3870.00	SEWER CHARGES	2,130,323	1,775,898	2,123,500	2,660,000	2,984,000
72.01.3880.00	SEWER TAP FEES	723,350	844,200	792,000	1,007,880	1,494,240
72.01.3960.00	INTEREST	15,626	768	7,200	1,000	1,200
72.01.3970.00	MISCELLANEOUS	16,521	16,589	2,000	18,200	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	2,960,567	61,221,962	57,774,700	62,272,086	7,296,940
	TOTAL FUND REVENUES	2,960,567	61,221,962	57,774,700	62,272,086	7,296,940
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					50,078,851
	TOTAL ANTICIPATED FUNDS AVAILABLE					57,375,791

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Administrative Costs					
	Personnel Services					
72.12.4001.00	Salaries	99,544	64,635	103,650	103,650	103,200
72.12.4002.00	Overtime	46	317	500	500	500
72.12.4010.00	Payroll Taxes	6,799	4,741	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	70	2,900	2,900	2,850
72.12.4030.00	Group Insurance	16,131	12,870	22,300	22,300	23,950
72.12.4035.00	Retirement Contribution	7,042	4,514	6,950	6,950	12,300
	Total Personnel Services	129,660	87,147	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	15,501	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	4,339	15,500	15,500	15,500
	Total Contractual Services	150,458	19,840	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**	**106,987**	**307,200**	**227,200**	**244,050**
	Operational Costs					
	Personnel Services					
72.90.4001.00	Salaries	250,425	166,180	335,300	335,300	23,400
72.90.4002.00	Overtime	9,334	7,153	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	12,594	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	3,720	18,100	18,100	5,500
72.90.4030.00	Group Insurance	59,183	34,607	74,150	74,150	9,800
72.90.4035.00	Retirement Contribution	11,569	8,329	15,400	15,400	2,900
	Total Personnel Services	359,619	232,584	489,900	489,900	46,600
	New Personnel					
72.90.4001.00	Salaries	-	-	-	-	166,600

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
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	31,450	100,000	75,000	100,000
72.90.4127.00	Maintenance - Infrastructure	56,222	431,841	460,000	460,000	220,000
72.90.4130.00	Maintenance - Vehicles	2,061	62	3,000	1,500	1,500
72.90.4135.00	Other Contractual Services	158,008	87,684	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	8,368	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	9,009	9,050	12,700	4,100
72.90.4180.00	Travel & Training	674	4,315	3,500	4,500	1,500
72.90.4190.00	Utilities	213,791	159,275	225,000	225,000	247,500
	Total Contractual Services	562,169	736,126	1,020,850	979,250	1,284,050
	Commodities					
72.90.4300.00	Chemicals	149,484	93,687	145,000	145,000	225,000
72.90.4310.00	Computers & Software	178	-	3,210	1,500	5,000
72.90.4330.00	Fuel & Lubricants	12,962	14,462	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	1,265	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	7	10,000	3,500	20,000
72.90.4400.00	Supplies - Office	-	-	250	150	250
72.90.4410.00	Supplies - Operational	19,558	3,042	50,000	15,000	15,000
72.90.4420.00	Supplies - Safety	1,398	1,254	1,500	1,800	4,000

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
72.90.4430.00	Supplies - Training	16	-	1,500	1,000	1,500
72.90.4440.00	Supplies - Vehicles	121	-	2,000	1,500	2,000
72.90.4460.00	Uniforms	251	-	2,000	2,000	1,400
	Total Commodities	189,616	113,750	237,960	196,700	302,150
	Other Charges					
72.90.4515.00	Depreciation	225,460	150,306	235,000	235,000	245,000
72.90.4540.00	Insurance	22,543	47,821	49,943	49,943	46,600
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	198,128	300,443	295,193	302,100
	Capital - $5,000/item min.					
72.90.4810.00	Buildings	-	52,270	8,000,000	6,000,000	13,000,000
72.90.4830.00	Equipment	16,350	4,527	183,500	33,500	-
72.90.4840.00	Infrastructure	277,404	3,328,805	17,203,100	12,350,000	28,650,000
72.90.4860.00	Vehicles	-	-	-	-	89,000
	Total Capital	293,754	3,385,602	25,386,600	18,383,500	41,739,000
	Debt Service					
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**	**4,773,177**	**29,741,022**	**21,610,031**	**46,157,700**

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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	12,800	518,865	480,000	-	998,865
Totals	$ 325,875	$ 162,790	$ 17,400	$ 12,800	$ 518,865	$ 480,000	$ -	$ 998,865
Total Cash Available								$ 1,895,256
Ending Fund Balance								$ 896,391
% of Total Budget	32.62%	16.30%	1.74%	1.28%	51.95%	48.05%	0.00%	100.00%

	DRAINAGE FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
74.01.3720.00	DRAINAGE IMPACT FEE	321,949	235,905	75,000	235,905	110,000
74.01.3860.00	DRAINAGE CHARGES	459,460	316,248	457,200	474,863	475,900
74.01.3960.00	INTEREST	11,833	784	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	552,937	537,600	711,768	586,900
	TOTAL FUND REVENUES	811,439	552,937	537,600	711,768	586,900
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					1,308,356
	TOTAL ANTICIPATED FUNDS AVAILABLE					1,895,256

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Administrative Costs					
	Personnel Services					
74.12.4001.00	Salaries	74,858	45,596	68,300	68,300	78,900
74.12.4002.00	Overtime	20	155	500	500	500
74.12.4010.00	Payroll Taxes	5,123	3,348	5,300	5,300	6,400
74.12.4020.00	Unemployment Taxes	-	-	750	750	1,050
74.12.4025.00	Workers Compensation	76	49	2,500	2,500	2,875
74.12.4030.00	Group Insurance	11,610	8,678	13,300	13,300	17,900
74.12.4035.00	Retirement Contribution	5,296	3,228	4,900	4,900	9,400
	Total Personnel Services	96,983	61,053	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	6,580	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	9,473	48,700	48,700	39,740
	Total Administrative Costs	134,270	70,527	144,250	144,250	156,765
	Operational Costs					
	Personnel Services					
74.90.4001.00	Salaries	109,367	61,854	116,100	116,100	80,100
74.90.4002.00	Overtime	398	831	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	4,688	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	2,201	14,000	14,000	12,000
74.90.4030.00	Group Insurance	17,668	6,230	22,750	22,750	22,100
74.90.4035.00	Retirement Contribution	7,215	4,252	5,900	5,900	9,900
	Total Personnel Services	154,084	80,056	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

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
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	-	449	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	540	10,330	10,330	17,400
	Other Charges					
74.90.4515.00	Depreciation	5,752	3,834	8,500	8,500	9,500
74.90.4540.00	Insurance	5,319	1,599	3,700	3,700	3,300
74.90.4560.00	Memberships & Subscriptions	-	-	300	300	-

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
74.90.4570.00	Miscellaneous	-	-	500	500	-
	Total Other Charges	11,070	5,433	13,000	13,000	12,800
	Capital - $5,000/item min.					
74.90.4840.00	Infrastructure	-	42,109	2,168,750	2,468,750	400,000
74.90.4860.00	Vehicles	-	-	-	-	80,000
	Total Capital	-	42,109	2,168,750	2,468,750	480,000
	Total Budget Request	**361,536**	**209,939**	**2,622,930**	**2,862,930**	**998,865**

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CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt 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%

	CEMETERY PERPETUAL FUND REVENUES	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
80.01.3940.00	CEMETERY LOT PURCHASE	10,299	6,345	900	15,700	5,000
80.01.3960.00	INTEREST INCOME	916	46	400	60	60
	SUBTOTAL	11,216	6,391	1,300	15,760	5,060
	TOTAL FUND REVENUES	11,216	6,391	1,300	15,760	5,060
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					160,314
	TOTAL ANTICIPATED FUNDS AVAILABLE					165,374

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Contractual Services					
80.90.4150.00	Professional Services	-	-	-		
	Total Contractual Services	-	-	-	-	-
	Other Charges					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	Transfers					
80.90.4999.00	Transfers Out	-	-	-		
	Total Trasfers Out	-	-	-	-	-
	Capital - $5,000/item min.					
80.90.4840.00	Infrastructure	-	-	-		
	Total Capital	-	-	-	-	-
	Total Budget Request	**-**	**-**	**-**	**-**	**-**

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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%

	LIBRARY FUND	2020 Actual	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
92.01.3730.00	LIBRARY FACILITIES FEE	354,444	142,352	215,000	215,000	215,000
92.01.3953.00	DONATION	3,000	-	3,500	3,500	3,500
92.01.3960.00	INTEREST INCOME	27,948	1,437	60,000	60,000	5,000
92.01.3970.00	MISCELLANEOUS	300,138	876	7,500	7,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	827,171	450,275	703,095	703,095	488,959
92.01.3999.00	TRANSFERS IN - TOJ	659,826	594,787	1,137,657	1,318,443	1,140,000
	SUBTOTAL	2,172,528	1,189,728	2,126,752	2,307,538	1,859,959
	TOTAL FUND REVENUES	2,172,528	1,189,728	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

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Personnel Services					
92.90.4001.00	Salaries	263,725	178,862	453,000	353,000	533,000
92.90.4010.00	Payroll Taxes	20,013	13,683	-	-	-
92.90.4025.00	Workers Compensation	362	193	-	-	-
	Total Personnel Services	284,100	192,739	453,000	353,000	533,000
	Contractual Services					
92.90.4122.00	Maintenance - Buildings	51,889	13,580	380,000	220,000	580,000
92.90.4145.00	Printing & Advertising	19,067	8,294	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	2,573	8,000	8,000	10,000
92.90.4180.00	Travel & Training	350	25	5,000	500	5,000
92.90.4190.00	Utilities	26,884	12,295	40,000	30,000	40,000
	Total Contractual Services	105,266	36,915	475,000	289,500	677,000
	Commodities					
92.90.4310.00	Computers & Software	4,721	2,748	5,000	5,000	5,000
92.90.4385.00	Supplies - General	4,536	2,367	87,000	45,500	70,000
92.90.4390.00	Supplies - Janitorial	1,289	374	3,000	1,000	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	-	12,000
92.90.4410.00	Supplies - Operational	75,093	30,938	45,000	42,000	160,000
	Total Commodities	85,640	36,427	152,000	93,500	250,000
	Other Charges					
92.90.4540.00	Insurance	-	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	328	180	7,500	500	2,500
92.90.4570.00	Miscellaneous	334,156	(4,446)	2,000	1,500	4,500
	Total Other Charges	334,484	(4,266)	14,500	7,000	12,000
	Capital - $5,000/item min.					
92.90.4810.00	Buildings	817,709	20,585	-	-	-
	Total Capital	817,709	20,585	-	-	-
	Total Budget Request	**1,627,199**	**282,400**	**1,094,500**	**743,000**	**1,472,000**

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RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt 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%

	RECREATION CENTER FUND REVENUES	2020 Actuals	2021 Jan - Aug Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
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

Acct. No.	Account Title	2020 Actuals	2021 Jan - Aug Actuals	2021 Adopted Budget	2021 Estimated	2022 Proposed
	Contractual Services					
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
	Capital - $5,000/item min.					
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, COLORADO

RESOLUTION NO. 2021-37

A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO, ACKNOWLEDGING RECEIPT OF THE FY 2022 PRELIMINARY BUDGET

WHEREAS, the preliminary budget for FY 2022 was provided to the Council for review on September 22, 2021; and,

WHEREAS, the governmental funds were presented to the Town Council on September 27, 2021 during a budget work session; and

WHEREAS, the enterprise funds will be presented to the Town Council on October 25, 2021 during a budget work session.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Johnstown, Colorado that:

Section 1. The preliminary budget for 2022 was provided to the Town Council on September 22, 2021 with budget work sessions held on September 27, 2021 and scheduled to be held on October 25, 2021.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. 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 4. 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.

INTRODUCED, READ, PASSES, AND ADOPTED THIS 18TH DAY OF OCTOBER, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Fourth Amended Intergovernmental Agreement For The Establishment Of Larimer Emergency Telephone Authority

ACTION PROPOSED: Consider Approval of the IGA as Presented

ATTACHMENTS: 1. Fourth Amended Intergovernmental Agreement For The Establishment Of Larimer Emergency Telephone Authority

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration is the 4th Amended IGA with the Larimer Emergency Telephone Authority. This is the Larimer County service area for 911 services. While the Town utilitzes the Weld County 911 Dispatch, we are asked to participate in this IGA in the case that service areas change. The agreement presented was negotiated between and among all of the entities presented and signators to the agreement.

Town Council is asked to support the agreement in its current form.

LEGAL ADVICE:

The Town Attorney was not part of the negotiations of this agreement simply because its application is non-existent

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the 4th Amended IGA with LETA as presented.

Reviewed and Approved for Presentation,

_____
Town Manager

FOURTH AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

This Fourth Amended Intergovernmental Agreement ("Agreement") is entered into effective November 1, 2021, by and between the following political subdivisions and public entities of the State of Colorado, which are referred to herein collectively as "Parties" and are referred to herein individually by name or as "Party."

County (1)/Cities (2)/Towns (6)
County of Larimer
City of Fort Collins
City of Loveland
Town of Berthoud
Town of Estes Park
Town of Johnstown
Town of Timnath
Town of Wellington
Town of Windsor

Hospital/Health Services Districts (3)
Health District of Northern Larimer County
Park Hospital District
Thompson Valley Health Services District

State (1)
Colorado State University

Fire Authorities (2)
Loveland Fire Rescue Authority
Poudre Fire Authority

Fire Protection Districts (15)
Allenspark Fire Protection District
Berthoud Fire Protection District
Crystal Lakes Fire Protection District
Estes Valley Fire Protection District
Front Range Fire Rescue Fire Protection District (f/k/a Johnstown Fire Protection District)
Glacier View Fire Protection District
Livermore Fire Protection District
Loveland Rural Fire Protection District
Lyons Fire Protection District
Pinewood Springs Fire Protection District
Poudre Canyon Fire Protection District
Poudre Valley Fire Protection District
Red Feather Lakes Fire Protection District
Wellington Fire Protection District
Windsor-Severance Fire Protection District

WHEREAS, on or about November 14, 1990, multiple political subdivisions entered into an "Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service" ("the IGA") to form a separate legal entity to serve as a governing body to provide emergency telephone service and to establish, collect, and disperse the emergency telephone charge in Larimer County, and they named the new entity Larimer Emergency Telephone Authority;

WHEREAS, the IGA was thereafter amended three times effective July 7, 1999, April 5, 2002, and July 21, 2009, the July 21, 2009 amendment being known as the "Third Amended IGA";

WHEREAS, subject to an affirmative vote of three-quarters (3/4) of the 25 signatories to the Third Amended IGA, the Parties desire to update the IGA, as amended, to reflect changes in federal and state law, the signatories to the IGA, advancements in 911 call technology and infrastructure, and the intent and purposes as to Larimer Emergency Telephone Authority's

operations;

WHEREAS, the Parties are authorized by Colorado statute (Title 29, Article 11, Part 1) to enter into a contract to establish a separate legal entity that serves as a governing body for the purpose of providing emergency telephone service and to establish and collect an emergency telephone charge in Larimer County;

WHEREAS, the Colorado Constitution (Article XIV, Section 18) and Colorado statutes (Title 29, Article 1, Part 2) permit and encourage governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, C.R.S. § 29-1-203 authorizes government, as defined in C.R.S. § 29-1-202, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units if:

1. such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve; and

2. any such contract shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties and may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

I. PREAMBLE

The Parties agree that the recitals set forth above are true and correct and those recitals are hereby incorporated into the body of this Agreement.

II. SUPERSEDING PRIOR AGREEMENTS

The Parties agree that this Agreement shall supersede the IGA dated November 14, 1990, the amendments thereto dated July 7, 1999, and April 5, 2002, and the Third Amended IGA.

III. DEFINITIONS

As used herein:

A. The definitions for the following terms shall be the same as set forth in C.R.S. § 29-11-101, as may be amended: "emergency telephone charge," "911 access connection," "911 call," "911 surcharge," "emergency notification service" "emergency service provider," "public

agency," "public safety answering point" ("PSAP"), which is interchangeable with emergency communications center ("ECC"), "service supplier," and "service user."

B. "Agreement" means this Fourth Amended Intergovernmental Agreement for the Establishment of Larimer Emergency Telephone Authority;

C. "Board" means the Board of Directors described in Section V in which the powers of the Governing Body are vested.

D. "Bylaws" means the bylaws of the Governing Body as described in Section V(7).

E. "Emergency telephone service" means the receipt and processing of 911 calls by the PSAP for the purpose of providing responses from emergency service providers, and may include providing 911 call-related applications, services, programs, and systems.

F. "Governing Body" means Larimer Emergency Telephone Authority, per the definition set forth in C.R.S. § 29-11-101(16), as may be amended.

G. "Governing Body's jurisdiction" means within the geographic boundary of Larimer County, per the definition set forth in C.R.S. § 29-11-101(17), as may be amended. The Governing Body's jurisdiction differs from the Governing Body's emergency telephone service area.

H. "Governing Body's emergency telephone service area" means the collective boundaries of the emergency service providers that are used by the PSAPs for call routing and emergency response.

I. "Parties" means the signatories hereto, but, in the future, will not include any Party after the effective date of such Party's withdrawal in accordance with Section X, and will include any new signatory admitted to this Agreement by the Board in accordance with Section VI(2)(q).

J. "Proportional basis" as used in Section X(3) means a percentage determined by the following formula: the number of 911 access connections within each boundary of the Identified Political Subdivisions divided by the total number of 911 access connections in the Governing Body's jurisdiction. The Board shall determine the data to use for this calculation based on the Board's determination of the most reliable source(s) and representative timeframes. For the purpose of this definition only: (1) "Identified Political Subdivisions" means Larimer County and each city and town that is a Party, and (2) the boundary of Larimer County means within the unincorporated areas of the County. If, at the time of the calculation, Larimer County, a city, or a town is not a Party, then the Board shall establish the formula to allocate its percentage among the Identified Political Subdivisions who are Parties.

IV. ESTABLISHMENT OF LARIMER EMERGENCY TELEPHONE AUTHORITY

The Parties establish the separate legal entity and Governing Body known as Larimer Emergency Telephone Authority. The Governing Body may have also been referred to in prior intergovernmental agreements as the Larimer County Emergency Telephone Authority, which is hereby corrected. The Governing Body is created as a nonprofit, public entity established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as may be amended. The Parties intend that the Governing Body be formed under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as may be amended, and meet the Act's definition of a "public entity." The Parties further intend that the Governing Body meet the definition of a "nonprofit organization" under C.R.S. § 13-21-115.5, as may be amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as may be amended.

The Governing Body is an independent legal entity, separate and distinct from the Parties. No debt, liability, or obligation of the Governing Body shall extend to or be an obligation of a Party, unless agreed to in writing.

The Governing Body is responsible for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service in the Governing Body's jurisdiction. The Parties will provide reasonable assistance and cooperation to the Governing Body as it carries out the functions, services, and facilities described in this Agreement for the Parties.

The Parties believe that governing bodies created pursuant to Part 1 of Title 29, Article 11, including the Governing Body, are not subject to the revenue and spending limitations imposed by Article X, Section 20 of the Colorado Constitution ("Amendment 1"), and, to the extent that Amendment 1 may be deemed to apply to governing bodies, the Governing Body created hereby shall operate as an enterprise within the meaning of Amendment 1 and shall thereby be exempt from all revenue and spending limitations imposed by said Amendment.

The Governing Body is formed in conformity with C.R.S. § 29-1-203.5. The provisions of C.R.S. § 29-1-203.5 apply to the Governing Body.

A Party whose boundaries include portions of Larimer County and another county may be signatories on another intergovernmental agreement related to emergency telephone service and emergency notification service in such other county.

V. THE BOARD OF DIRECTORS

1. **Board.** The business and affairs of the Governing Body shall be managed by a Board of Directors consisting of seven (7) directors, each serving without compensation. The Board shall have the power to perform all acts necessary, to fulfill the purposes for which the Governing Body was established, whether express or implied.

2. **Qualifications of Directors.** Each director shall be either (a) a resident of Larimer County, or (b) an elected official or full-time employee of a Party with an established scope of responsibility and delegated authority to make and implement policy-making or management-level decisions for the Party.

3. **Appointment to the Board.** Each director shall be appointed as follows:

a. The Larimer County Board of County Commissioners shall choose one (1) individual who meets the qualifications to serve as the director to represent Larimer County. The Larimer County Board of County Commissioners may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

b. The City of Fort Collins appoints the City Manager or the City Manager's designee as its one (1) individual who meets the qualifications to serve as the director to represent the City of Fort Collins. The City Council of the City of Fort Collins may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

c. The City Council of the City of Loveland shall choose one (1) individual who meets the qualifications to serve as the director to represent the City of Loveland. The City Council of the City of Loveland may determine the method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

d. The Town of Estes Park appoints the Town Administrator or the Town Administrator's designee as its one (1) individual who meets the qualifications to serve as the director to represent the Town of Estes Park. The Board of Trustees of the Town of Estes Park may change its method for appointment from time to time and shall give to the Governing Body notice of any change in its method for appointment.

e. The Board as then-comprised at the time of the appointment shall solicit nominees, nominate individually or as a slate, and appoint three (3) additional qualified directors as follows:

1. A director to represent the Parties that are fire districts and fire authorities;
2. A director to represent the Parties that are hospital and health services districts; and
3. A director to represent the Parties that are Colorado State University and towns not otherwise represented on the Board, with preference given to a Party with a PSAP.

4. **Term and Removal.** Directors shall serve a term of two (2) calendar years. There is no prohibition on consecutive terms or on the number of terms. A director may be removed if

permitted by and pursuant to the procedures set forth in the Bylaws.

5. **Voting and Quorum.** Each director shall have one (1) vote. No proxy voting shall be permitted. Directors may participate in a meeting remotely by means of telecommunication that permits the director to hear and be heard by all individuals in attendance (audio and/or video) and shall be deemed present for a quorum and entitled to vote at the meeting. A quorum of the Board shall consist of four (4) directors, except that, should there be four (4) or more vacancies at any time, then during that time, a quorum shall consist of three (3) directors. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board shall be required for the Board to take action.

6. **Vacancy.** Any vacancy occurring as a result of a director's resignation, removal, death, disqualification, or any other reason shall be filled for the balance of that director's unfinished term in accordance with the applicable provision of the appointment process set forth in Section V(3).

7. **Bylaws.** The Board has promulgated Bylaws detailing all governance matters it deems necessary, including but not limited to: the scheduling and conduct of Board meetings, voting, and director removal; establishment and responsibilities of officer positions, their terms, and the filling of any vacancies; the establishment and responsibilities of committees; and Governing Body operating and fiscal procedures. Such Bylaws may be amended by the Board in accordance with the procedures set forth therein. In the event of a conflict, direct or indirect, between a provision the Bylaws and this Agreement, this Agreement shall control.

VI. POWERS OF THE GOVERNING BODY

1. **Plenary Powers.** The Governing Body may carry out all purposes of this Agreement and may exercise all powers related thereto, including all incidental, implied, expressed, or such other powers as necessary, except as expressly limited in this Agreement. The Governing Body shall not have the power to levy taxes or the power of eminent domain.

2. **Enumerated Powers.** Without in any way limiting the plenary powers set forth in subsection (1) above, the Governing Body is specifically authorized to undertake all actions for the installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction that the Governing Body believes are necessary and appropriate and consistent with applicable law, including but not limited to:

a. imposing, collecting, and auditing all charges and surcharges in the Governing Body's jurisdiction as set forth in Part 1 of Title 29, Article 11, as may be amended, and expending such funds as authorized by statute and this Agreement.

b. owning, operating, maintaining, leasing (as Lessor or Lessee), selling, or otherwise disposing of any legal or equitable interest in real and personal property.

c. adopting budgets, maintaining bank accounts, and investing funds.

d. carrying over funds which have not been used in a given fiscal year to the following fiscal year.

e. negotiating, entering into, amending (if necessary), and performing contracts.

f. adopting, reviewing, and amending the Bylaws and passing resolutions not in conflict with this Agreement.

g. adopting, reviewing on an annual basis, and amending (if necessary) the Governing Body's intergovernmental agreements other than this Agreement, as well as policies, protocols, procedures, or rules and regulations (collectively, "Policies") related to the provision of emergency telephone service and emergency notification service within the Governing Body's jurisdiction on subjects including but not limited to:

- Human Resources
- cost sharing
- street naming
- pictometry
- geographic information systems (GIS)
- Master Street Address Guide (MSAG)
- 911 Call Flow/Routing
- use of the backup PSAP
- 911 network
- fiber optic cable (leasing and owning)
- customer-premises equipment (CPE) and other equipment
- computer aided dispatch (CAD) system
- Combined Regional Information Systems Project (CRISP)
- insurance for PSAP equipment owned by the Governing Body and located at a facility owned by a Party
- emergency alert systems (selection and use)
- complex emergency events
- records retention and compliance with applicable law
- training, accreditation, and certification
- Emergency Medical Dispatch (EMD)
- call boxes
- finances and investments

In the event of a conflict, direct or indirect, between a provision the Policies and this Agreement, this Agreement shall control.

h. determining who is authorized to send emergency alerts and the circumstances

under which they may be sent.

i. adopting a policy regarding street naming after collaboration with the Parties in whose jurisdiction the street is located.

j. adopting systems (software, hardware, and protocols) for Emergency Medical Dispatch (EMD).

k. conducting joint, partnership, cooperative, or other operations with other individuals and entities.

l. employing agents, accountants, attorneys, engineers, consultants, and other advisors.

m. incurring and paying debts, liabilities, or obligations, including borrowing and executing documents incidental thereto.

n. issuing bonds, notes, or other obligations payable from the revenues derived or to be derived from the revenue of the Governing Body as permitted by applicable law.

o. suing and being sued in its own name.

p. receiving contributions, gifts, bequests, grants, cash, equipment, or services from the Parties or any other public or private individual or entity.

q. after a formal Resolution of the Board, admitting a new signatory to this Agreement who becomes a Party without formal amendment of this Agreement, so long as each new signatory qualifies under C.R.S. §§ 29-1-202 and 203, has the approval of its legislative body or other authority having the power to so approve, and signs a document memorializing its admission.

r. participating in committees, groups, and organizations at the federal, state, and local level whose work relates to emergency telephone service and emergency notification service, including laws, regulations, and rules related thereto.

s. any other act which the Governing Body believes is reasonably necessary for the exercise of its powers and the performance of its obligations under this Agreement.

VII. BOOKS AND RECORDS

The Governing Body shall keep accurate and correct books of account on a modified accrual basis, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Governing Body. The Governing Body's books of account shall also correctly show any and all revenues, fund balances, costs, or charges,

as well as all funds received by and all funds expended by the Governing Body. The Governing Body's books and records shall be open to inspection during normal business hours upon reasonable notice by a Party, its attorneys, accountants, or agents. The books and records of the Governing Body shall also be made available to the public in accordance with the provisions of Colorado's Open Records Act, as may be amended.

The Governing Body shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Governing Body shall comply with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 through 608, as may be amended. The Governing Body shall comply with all other applicable federal and state financial reporting requirements.

The Governing Body shall maintain an asset inventory list for any and all real and personal property acquired by the Governing Body in whole or in part.

VIII. REPORTS TO PARTIES

On an annual basis, the Governing Body shall submit a comprehensive annual report to the Parties summarizing the activities of the Governing Body during the preceding year and make available information concerning the finances of the Governing Body.

IX. DURATION OF AGREEMENT

The Agreement and the Governing Body shall have perpetual existence as permitted by C.R.S. § 29-1-203(1), as may be amended, unless sooner terminated in accordance with this Agreement.

X. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. **Withdrawal.** Any Party may withdraw from this Agreement by providing notice to each other Party and to the Governing Body. The withdrawal shall not be effective until at least one calendar year after the last notice is delivered.

2. **Termination by Mutual Agreement of the Parties.** Upon a three quarters (3/4) majority vote of all then-Parties, this Agreement shall be terminated and the Governing Body dissolved so long as, at the time of the vote, at least three quarters (3/4) of the Parties have also agreed in writing as to one or more entities who will succeed the Governing Body and undertake all actions for the continued installation, administration, management, operation, maintenance, upgrade, and enhancement of emergency telephone service and emergency notification service within the Governing Body's jurisdiction. The effective date of termination shall be December 31st in the calendar year ending no less than six months after the three quarters (3/4) majority vote for termination.

3. **Dissolution of Governing Body.** Upon the termination of this Agreement pursuant to subsection (2) above, the Board and the Parties shall take such actions necessary to finalize and conclude the Governing Body's operations, effect the orderly dissolution of the Governing Body, and transition emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body, at the discretion of the Board. All assets of the Governing Body shall be distributed on a proportional basis either in-kind or after liquidation, at the discretion of the Board, except for any assets that the Board determines should be distributed to the entity or entities who will succeed the Governing Body. The Board shall be responsible for inventorying the assets of the Governing Body, distributing or liquidating any assets as appropriate, concluding the affairs of the Governing Body, and transitioning emergency telephone service and emergency notification service to the entity or entities who will succeed the Governing Body. Subject to the exercise of the Board's discretion, a Party which has previously made a contribution toward the purchase of a jointly owned asset may receive full ownership of the asset upon termination; however, the Party must account to the Governing Body for the amount that the Governing Body contributed toward purchase of the asset upon distribution of the other assets of the Governing Body. The Parties' rights related to distribution of assets shall survive termination of this Agreement.

XI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES OF THE GOVERNING BODY

The Governing Body and its directors, officers, and employees shall be immune from suit and civil liability as provided by applicable law because the Governing Body is a nonprofit, public entity and political subdivision of the State of Colorado established pursuant to C.R.S. §§ 29-1-203 and 29-11-102(1)(b), as amended; the Governing Body is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 120, as amended; and the Governing Body is a "nonprofit organization" under C.R.S. § 13-21-115.5, as amended (the Volunteer Service Act), C.R.S. § 13-21-115.7, as amended, and C.R.S. § 13-21-116, as amended.

In addition, the Governing Body shall purchase insurance for the Governing Body and its Board, officers and employees which insurance will provide reasonable coverage against any claims, suit or proceeding arising out of or relating to any act or omission under this Agreement.

XII. AMENDMENTS

This Agreement may be amended upon the affirmative vote of three-quarters (3/4) of the then-Parties to this Agreement.

XIII. NOTICE

Notice to a Party is given by delivering a writing to its current address as listed by the Department of Local Affairs. The Notice shall be addressed as follows: (a) to the Board in the case of Larimer County, (b) to the Board and its Chief Executive Officer in the case of a special district, a fire authority, or the Governing Body, (c) to the City Council in the case of cities, and (d) to the Town Board, Town Council, or Board of Trustees in the case of Towns. A courtesy copy shall also be delivered to the attorneys for Larimer County, cities, and towns. Failure to deliver courtesy copies to the attorneys shall not invalidate a notice otherwise properly delivered as provided in this Agreement. Notice to a director is given by delivering a writing addressed to the director to the Governing Body's current address. Notice shall be effective upon receipt if hand-delivered or three (3) days after mailing if sent by first-class or certified U.S. mail.

XIV. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined by a Court of competent jurisdiction. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XV. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit of non-Parties to this Agreement.

XVI. ASSIGNMENT AND DELEGATION

No Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of three-quarters (3/4) of the other then-Parties to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed by original, scanned, or digital counterpart signatures and shall have the same force and effect as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties have caused their representatives to affix their respective signatures hereto.

COUNTY OF LARIMER **STATE OF COLORADO** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**ALLENSPARK FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
CITY OF FORT COLLINS, COLORADO By:_____ Jeni Arndt, Mayor ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Cyril Vidergar Date: _____	**BERTHOUD FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
CITY OF LOVELAND, COLORADO By:_____ Stephen C. Adams, City Manager ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Laurie Stirman Date: _____	**CRYSTAL LAKES FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

TOWN OF BERTHOUD, COLORADO By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**ESTES VALLEY FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF ESTES PARK, COLORADO By:_____ Wendy Koenig, Mayor ATTEST: _____ Jackie Williamson, Town Clerk APPROVED AS TO FORM (if applicable): _____ Dan Kramer Date: _____	**FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF JOHNSTOWN, COLORADO By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**GLACIER VIEW FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

TOWN OF TIMNATH, COLORADO By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**LIVERMORE FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF WELLINGTON, COLORADO By:_____ Troy Hamman, Mayor ATTEST: _____ Krystal Eucker, Town Clerk APPROVED AS TO FORM (if applicable): _____ Dan Sapienza Date: _____	**LOVELAND RURAL FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
TOWN OF WINDSOR, COLORADO By:_____ Paul Rennemeyer, Mayor ATTEST: _____ Karen Frawley, Town Clerk APPROVED AS TO FORM (if applicable): _____ Ian McCargar Date: _____	**LYONS FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY By:_____ Michael D. Liggett, Board President ATTEST:_____ Anita Benavidez, Asst. to E.D. APPROVED AS TO FORM (if applicable): _____ Date: _____	**PINEWOOD SPRINGS FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
PARK HOSPITAL DISTRICT By:_____ Gary Hall, CIO/COO, Estes Park Health ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**POUDRE CANYON FIRE PROTECTION DISTRICT** By:_____ Gene Mericle, President ATTEST: _____ Paula Collins, Secretary APPROVED AS TO FORM (if applicable): _____ Date: _____
THOMPSON VALLEY HEALTH SERVICES DISTRICT By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**POUDRE VALLEY FIRE PROTECTION DISTRICT** By:_____ Derek Bergsten, Chief ATTEST: _____ Sean Jones, Battalion Chief APPROVED AS TO FORM (if applicable): _____ Date: _____

COLORADO STATE UNIVERSITY By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____	**RED FEATHER LAKES FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____
LOVELAND FIRE RESCUE AUTHORITY By:_____ Jeff Swanty, Board Chair ATTEST:_____ Kristen Cummings APPROVED AS TO FORM (if applicable): _____ Emily Powell Date: _____	**WELLINGTON FIRE PROTECTION DISTRICT** By:_____ Gary Green, Chief ATTEST:_____ Ashley Macdonald, Deputy District Manager APPROVED AS TO FORM (if applicable): _____ Date: _____
POUDRE FIRE AUTHORITY By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Emily Powell Date: _____	**WINDSOR-SEVERANCE FIRE PROTECTION DISTRICT** By:_____ ATTEST:_____ APPROVED AS TO FORM (if applicable): _____ Date: _____

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Colorado Opioid Settlement and MOU Authorization

ACTION PROPOSED: Consider Approving the Opioid Settlement Including the MOU Authorization, Participation Forms, and Colorado Escrow Agreement

ATTACHMENTS:
1. Colorado Opioid Settlement MOU (dated August 26, 2021)
2. Colorado Opioid Settlement MOU Summary
3. Colorado Opioid Settlement MOU FAQ
4. Distributor Opioid Settlement Participation Form (Exhibit K – Subdivision Settlement Participation Form)
5. Janssen Opioid Settlement Participation Form (Exhibit K – Settlement Participation Form)
6. Local Government Opioid Escrow Agreement (Colorado Subdivision Escrow Agreement)

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration is an MOU with a series of Participation Forms and an Escrow Agreement to opt into the Colorado Opioid Settlement. This MOU follows the announced settlement with major drug manufacturers and distributors and inclusion into the MOU establishes a framework for distributing nearly $400 million in opioid settlement dollars throughout the state for addiction treatment, recovery, and prevention programs.

Proceeds from the settlements include:

- $300 million from Johnson & Johnson and three major drug distributors;
- At least $50 million from Purdue Pharma and the Sacklers;
- $25 million from Mallinckrodt; and
- $10 million from McKinsey & Company.
- These dollars will be distributed to 19 regions, local governments, the state, and infrastructure needs.

The allocation and distribution of these funds are established in the primary MOU as follows:

- 10% directly to the State ("State Share")
- 20% directly to Participating Local Governments ("LG Share")
- 60% directly to Regions ("Regional Share")
- 10% to specific abatement infrastructure projects ("Statewide Infrastructure Share")

Under the Colorado MOU, all settlement funds must be used only for "Approved Purposes," a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder ("OUD") treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

Assuming the direct distribution to Local Governments is fulfilled by the State, Staff estimates the distribution to Johnstown will be approximately $100,000 for training, mitigation and other Approved Purposes of the settlement agreement and the MOU.

LEGAL ADVICE:

The Town Attorney has performed a cursory review of the documents given the facts that all local governments are required to enter into the same agreement and terms were already negotiated with the Town represented by CML.

FINANCIAL ADVICE:

Funding will help support police training and other opioid mitigation programming.

RECOMMENDED ACTION: Approve the MOU and Participation Forms

Reviewed and Approved for Presentation,

Town Manager

COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU")

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.

2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).[1]

4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

[1] For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. "Local Government(s)" shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.

6. "National Opioid Settlement Administrative Fund" shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.

7. "Opioid Funds" shall mean damage awards obtained through a Settlement.

8. "Opioid Settling Defendant" shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

9. "Participating Local Government(s)" shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a "Participating Local Government." Local Governments may designate the appropriate individual from their entity to sign the MOU.

10. "Party" or "Parties" shall mean the State and/or Participating Local Government(s).

11. "Qualified Settlement Fund Account," or "QSF Account," shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

12. "Regional Council" shall have the meaning described in Section (F)(5), below.

13. "Settlement" shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, "Settlement" shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.

14. "The State" shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:[2]

   a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;

   b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;

   c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and

   d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.

3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.

4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.

5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

[2] This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

   a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

      (i) A Chair to serve as a non-voting member, except in the event of a tie;

      (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;

      (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and

      (iv) One (1) member or family member affected directly by the opioid crisis.

   b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

      (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;

      (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and

      (iii) Two (2) Members from Regions 3, 4, 19.

   c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

(i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).

(ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.

b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

(i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.

c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.

(i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).

(ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.

(iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.

d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.

f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.

h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.

i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).

2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.

3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.

4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.

3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).

4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.

5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.

6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).

7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.

9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).

2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.

3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.

4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.

   a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.

   b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.

   c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.

   d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.

   e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.

7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.

8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.

9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.

10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.

    a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.

    b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.

13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:

    a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.

    b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.

    c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

i. The alleged offending Region may request revisions or modifications to the proposed remedial action;

ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,[3] regarding the alleged offending conduct and proposed remedial action; and

iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.

d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.

e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

[3] Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).

2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.

3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:

    a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;

    b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;

    c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;

    d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and

    e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.

4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.

6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.

2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.

3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.

5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.

6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.

7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.

8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.[4]

9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

[4] For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.

2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population[5]	**Incentive Payment B Eligibility Percentage**
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund ("Court-Ordered Common Benefit Fund Assessment"), then the Participating Local Governments shall be required to first seek to have their attorneys' fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys' fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).

5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 ("Litigating Participating Local Governments").

6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the "Opioid Fee and Expense Committee"). The Opioid Fee and Expense Committee shall consist of the following five (5) members:

   a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;

   b. One (1) member appointed by CML from a litigating city;

   c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;

   d. One (1) member appointed by the Attorney General's Office; and

   e. One (1) neutral member jointly appointed by all of the other members listed above.

7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by <u>8.7% of the total LG Share</u> and <u>4.35% of the total Regional Share at the time such funds are actually received</u>. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.

9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the "common benefit" and "contingency fee" calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.

10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.

11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.

12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government's attorneys' fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.

13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed this 26 day of August, 2021 by:

Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this ___ day of _____, _____ by:

_____

Name & Title_____

On behalf of _____

Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.

2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.

3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).

4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

6. Scholarships for certified addiction counselors.

7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.

8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.

9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.

13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.

3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.

6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.

8. Develop best practices on addressing OUD in the workplace.

9. Support assistance programs for health care providers with OUD.

10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:

   a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

   c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;

   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or

   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.

3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.

6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

4. Child and family supports for parenting women with OUD.

5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing.

3. Continuing Medical Education (CME) on prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.

7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.

4. Public education relating to emergency responses to overdoses.

5. Free naloxone for anyone in the community.

6. Public education relating to immunity and Good Samaritan laws.

7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.

2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.

2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.

3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	**Adams**	**County**	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
Alamosa County	**Alamosa**	**County**	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	**Arapahoe**	**County**	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
Archuleta County	**Archuleta**	**County**	
Pagosa Springs	Archuleta	City	
Baca County	**Baca**	**County**	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	**Bent**	**County**	
Las Animas	Bent	City	
Boulder County	**Boulder**	**County**	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
Broomfield	**Broomfield**	**City/County**	
Chaffee County	**Chaffee**	**County**	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	**Cheyenne**	**County**	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	**Clear Creek**	**County**	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
Conejos County	**Conejos**	**County**	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	**Costilla**	**County**	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	**Crowley**	**County**	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	**Custer**	**County**	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	**Delta**	**County**	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Denver	**Denver**	**City/County**	
Dolores County	**Dolores**	**County**	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	**Douglas**	**County**	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
Eagle County	**Eagle**	**County**	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	**El Paso**	**County**	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
Elbert County	**Elbert**	**County**	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	**Fremont**	**County**	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	**Garfield**	**County**	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	**Gilpin**	**County**	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	**Grand**	**County**	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	**Gunnison**	**County**	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	**Hinsdale**	**County**	
Lake City	Hinsdale	City	
Huerfano County	**Huerfano**	**County**	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	**Jackson**	**County**	
Walden	Jackson	City	
Jefferson County	**Jefferson**	**County**	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
Kiowa County	**Kiowa**	**County**	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	**Kit Carson**	**County**	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
La Plata County	**La Plata**	**County**	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	**Lake**	**County**	
Leadville	Lake	City	
Larimer County	**Larimer**	**County**	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
Las Animas County	**Las Animas**	**County**	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	**Lincoln**	**County**	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	**Logan**	**County**	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	**Mesa**	**County**	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
Mineral County	**Mineral**	**County**	
City of Creede	Mineral	City	
Moffat County	**Moffat**	**County**	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	**Montezuma**	**County**	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	**Montrose**	**County**	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	**Morgan**	**County**	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	**Otero**	**County**	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	**Ouray**	**County**	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	**Park**	**County**	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	**Phillips**	**County**	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	**Pitkin**	**County**	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	**Prowers**	**County**	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
Pueblo County	**Pueblo**	**County**	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	**Rio Blanco**	**County**	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	**Rio Grande**	**County**	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	**Routt**	**County**	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	**Saguache**	**County**	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	**San Juan**	**County**	
Silverton	San Juan	City	
San Miguel County	**San Miguel**	**County**	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	**Sedgwick**	**County**	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	**Summit**	**County**	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	**Teller**	**County**	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	**Washington**	**County**	
Akron	Washington	City	
Otis	Washington	City	
Weld County	**Weld**	**County**	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

Colorado Local Governments*

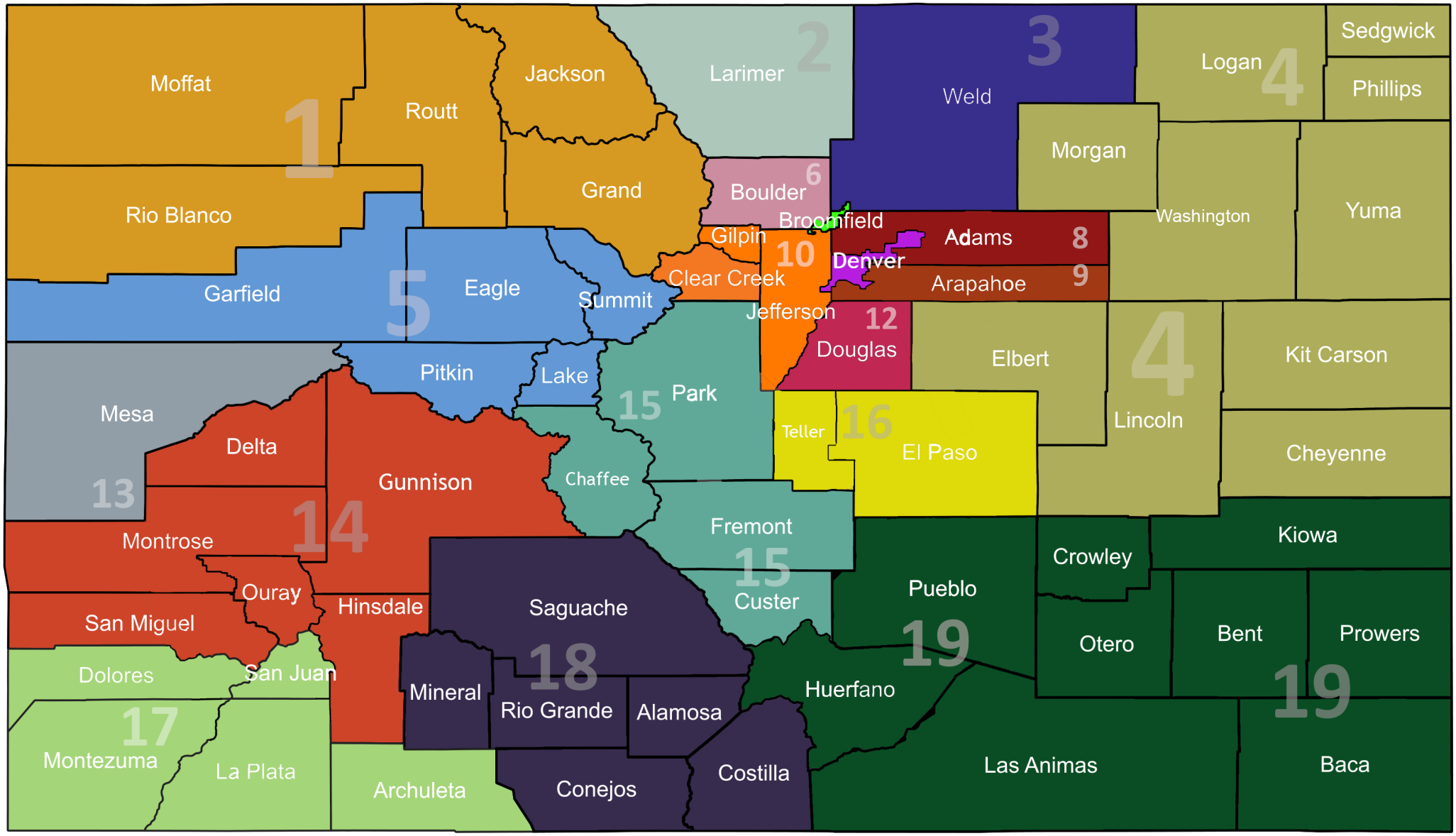
Government Name	County	Gov't Type	Multi-County
Yuma County	**Yuma**	**County**	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

Exhibit D

Exhibit D - Allocations to Colorado County Areas

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
TOTAL	**100.0000%**

Exhibit E

Exhibit E - Intracounty Allocations[1,2]

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%

Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%

Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%

Archuleta County	90.0864%
Pagosa Springs	9.9136%

Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%

Bent County	80.9608%
Las Animas	19.0392%

Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%

Broomfield County/City	100.0000%

Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%

Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%

Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%

Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%
Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%
Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%
Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%
Denver County/City	100.0000%
Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%
Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%
Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%

El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%

Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%

Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%

Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%

Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%

Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%

Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%

Hinsdale County	76.0940%
Lake City	23.9060%

Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%

Jackson County	61.5339%
Walden	38.4661%

Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%

Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%

Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%

La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%

Lake County	73.4523%
Leadville	26.5477%

Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%

Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%

Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%

Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%

Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%

Mineral County	87.6744%
City of Creede	12.3256%

Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%

Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%

Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%

Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%

Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%

Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%

Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%

Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%

Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%

Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%

Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%

Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%

Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%

Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%

Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%

San Juan County	87.0423%
Silverton	12.9577%

San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%

Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%

Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%

Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%

Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%

Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

[1] These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

[2] The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
    - 1 or 2 representatives appointed by the county (can be commissioners)
    - 1 representative appointed from the public health department
    - 1 representative from the county human services department
    - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
    - 1 representative appointed from a municipal or county court system within region
    - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional but strongly encouraged)
    - Representatives from behavioral health providers
    - Representatives from health care providers
    - Recovery/treatment experts
    - Other county or city representatives
    - A representative from the Attorney General's Office
    - Community representative(s), preferably those with lived experience with the opioid crisis
    - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
    - 1 representative appointed by each county (can be commissioners)
    - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
    - 1 representative from each public health department within the region
    - 1 representative from a county human services department
    - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
    - 1 representative from a municipal or county court system within region
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)
    - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General's Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)[1]

    - 1 representative appointed by the city and county
    - 1 representative appointed from the public health department
    - 1 representative from the county human services department
    - 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
    - 1 representative appointed from a municipal or county court system within region
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

    - Representatives from behavioral health providers
    - Representatives from health care providers
    - Recovery/treatment experts
    - Other county or city representatives
    - A representative from the Attorney General's Office
    - Community representative(s), preferably those with lived experience with the opioid crisis.
    - Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement ("IGA") or memorandum of understanding ("MOU").
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

[1] In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT[2]

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the "Regional Agreement") is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region ("_____") and _____, a Participating Local Government in the _____ Region, ("_____"), individually herein a "Regional PLG" and collectively the "Regional PLGs.""

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the "Colorado MOU"), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU[3];

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

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[2] This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

[3] When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU[4]. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(1) 1 representative appointed by each county (can be commissioners).

(2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

[4] *See* FN 2, *supra*.

Council.

(3) 1 representative from each public health department within the region.

(4) 1 representative from a county human services department.

(5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).

(6) 1 representative from a municipal or county court system within the region.

b. **Single-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(1) 1 or 2 representatives appointed by the county (can be commissioners)

(2) 1 representative appointed from the public health department

(3) 1 representative from the county human services department

(4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)

(5) 1 representative appointed from a municipal or county court system within region

(6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.

(7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

c. **Non-Voting Members**. For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:

(i) Representatives from behavioral health providers.

(ii) Representatives from health care providers.

(iii) Recovery/treatment experts.

(iv) Other county or city representatives.

(v) A representative from the Attorney General's Office.

(vi) Community representative(s), preferably those with lived experience with the opioid crisis.

(vii) Harm reduction experts.

d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.

e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.[5] Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

(i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.

(ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

[5] Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. <u>REGIONAL TWO-YEAR PLAN</u>

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. <u>DISPUTES WITHIN REGION.</u> In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING**. The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES**. Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
   - **9.1.** _____ designates the ____ of the _____ or their designee(s).
   - **9.2.** _____ designates the ____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM**. The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS**. Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY**. The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S., (the "Act"). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. **GOVERNING LAW; VENUE**. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region's fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. **TERMINATION**. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. **NOTICES**. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

_____

_____

17. GENERAL TERMS AND CONDITIONS

17.1. **Independent Entities**. The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

17.2. **Assignment**. This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

17.3. **Integration and Amendment**. This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

17.4. **No Construction Against Drafting Party**. The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.

17.5. **Captions and References**. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

17.6. **Statutes, Regulations, and Other Authority**. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

17.7. **Conflict of Interest**. No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

17.8. **Inurement**. The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

17.9. **Survival**. Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.

17.10. **Waiver of Rights and Remedies**. This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. **No Third-Party Beneficiaries**. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. **Records Retention**. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. **Execution by Counterparts; Electronic Signatures and Records**. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. **Authority to Execute**. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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Colorado Opioids Settlement Memorandum of Understanding Summary

Below is a brief overview of the key provisions outlined in the Colorado Opioids Settlement Memorandum of Understanding ("Colorado MOU"). The Colorado MOU was signed by Colorado Attorney General Phil Weiser on August 26, 2021. In order to receive the full settlement payments for all of Colorado, strong participation by local governments signing on to the Colorado MOU is necessary.

Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement in the sharing and distribution of opioid settlement funds. The points below summarize the framework laid out in the Colorado MOU for distributing and sharing opioids settlement proceeds throughout Colorado. Please see the full Colorado MOU and exhibits for additional details.

While Colorado's local governments are currently being asked to participate in recent settlements with the "Big 3" Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson, the Colorado MOU is intended to apply to all current and future opioid settlements.

A. Allocation of Settlement Funds

The Colorado MOU provides the framework for fairly dividing and sharing settlement proceeds among the state and local governments in Colorado. Under the Colorado MOU, settlement proceeds will be distributed as follows:

1. **10%** directly to the State ("State Share")
2. **20%** directly to Participating Local Governments ("LG Share")
3. **60%** directly to Regions ("Regional Share")
4. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share")

Under the Colorado MOU, all settlement funds must be used only for "Approved Purposes," a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder ("OUD") treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

B. General Abatement Fund Council

A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, will ensure that the distribution of opioid funds complies with the terms of any settlement and the terms of the Colorado MOU. The Abatement Council will consist of 13 members, seven appointed by the State and six appointed by the Participating Local Governments.

C. Local Government Share (20%)

Twenty percent of settlement funds will be paid directly to Participating Local Governments. Exhibit D to the Colorado MOU lists the percentage to each County Area (that is, the county government plus the municipalities within that county), and Exhibit E further breaks down those allocations to an intracounty level using a default allocation.

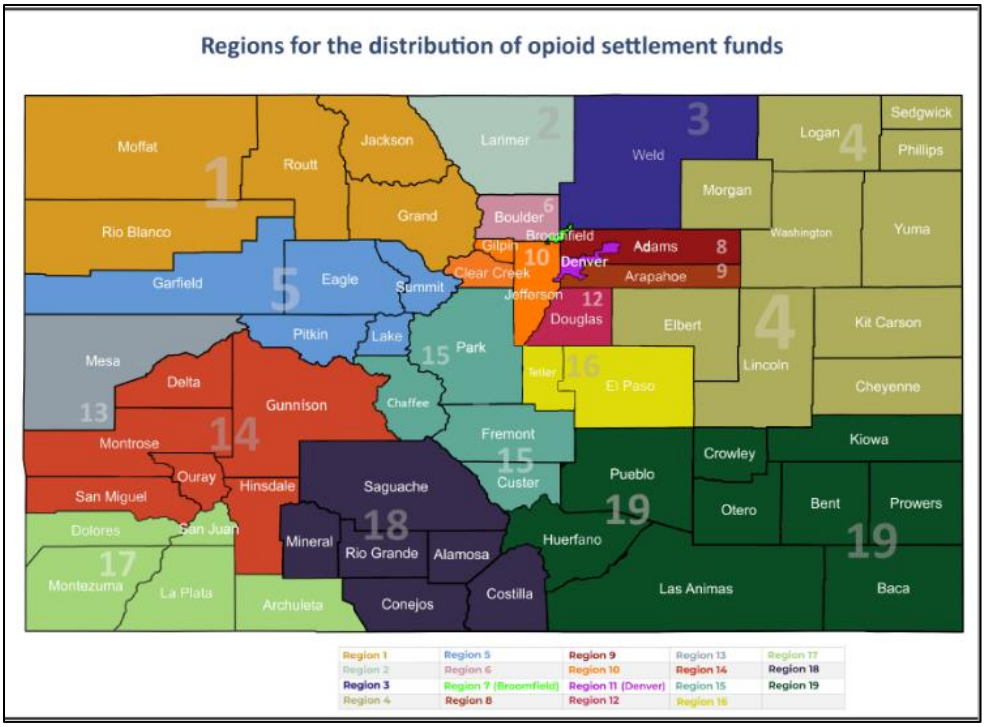
The allocations to each County Area in Exhibit D are based on three factors that address critical causes and effects of the opioid crisis: (1) the number of persons suffering opioid use disorder in the county; (2) the number of opioid overdose deaths that occurred in the county; and (3) the amount of opioids distributed within the county.

The intracounty allocations in Exhibit E are a default allocation that will apply unless the local governments in a County Area enter into a written agreement providing for a different allocation. These allocations are based on a model, developed by health economist experts, which uses data from the State and Local Government Census on past spending relevant to opioid abatement.

Participating Local Governments will provide data on expenditures from the LG Share to the Abatement Council on an annual basis. If a local government wishes, it may forego its LG Share and direct it to the Regional Share. A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG Share that it would have received will instead be re-allocated to the Regional Share for the region where that local government is located.

D. Regional Share (60%)

Sixty percent of settlement funds will be allocated to single- or multi-county regions made up of local governments. These regions were drawn by local governments to make use of existing local infrastructure and relationships. The regional map is shown below, as well as in Exhibit C to the Colorado MOU:



Allocations to regions will be calculated according to the percentages in Exhibit F. Each region will create its own "Regional Council" to determine what Approved Purposes to fund with that region's allocation from the Regional Share. Regional governance models are attached to the Colorado MOU as Exhibit G. Each region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate, subject to the terms of the Colorado MOU. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

<u>A local government that chooses not to participate or sign onto the Colorado MOU shall not receive any opioid funds from the Regional Share and shall not participate in the Regional Councils.</u>

E. State Share (10%)

Ten percent of settlement funds will be allocated directly to the State for statewide priorities in combating the opioid epidemic. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado. On an annual basis, the State shall provide all data on expenditures from the State Share, including administrative costs, to the Abatement Council.

F. Statewide Infrastructure Share (10%)

Ten percent of the settlement funds will be allocated to a Statewide Infrastructure Share to promote capital improvements and provide operational assistance for the development or improvement of infrastructure necessary to abate the opioid crisis anywhere in Colorado.

The Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

G. Attorneys' Fees and Expenses Paid Through a Back-Stop Fund

To a large extent, the national opioid settlements occurred because of the pressure that litigating entities and their counsel exerted on defendants through their lawsuits. The attorneys' fee provision equitably allocates the cost of attorneys' fees, while also allowing non-litigating entities to share in the 25% premium for releases by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements. The work that was done by the litigating entities and their law firms in the litigation has substantially contributed to achieving the settlements that are currently being offered and those that are anticipated in the future.

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund.

Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

H. Participation in the Colorado MOU and Expected Timeline

The MOU was designed to ensure that as many local governments as possible would agree to its terms. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. On August 26, 2021, Colorado Attorney General Phil Weiser signed the MOU. It is projected that settlement funds from the "Big 3" Distributor/Johnson & Johnson settlements could be made available as soon as July 2022 and will be distributed within Colorado according to the MOU.

Along with the MOU, each local government will need to sign a Subdivision Settlement Participation Form for each of the settlements (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached. That 95% participation threshold is important because it triggers certain amounts of incentive payments under the settlements and signals to the settling pharmaceutical companies that the settlements have wide acceptance.

A copy of the MOU with signature pages for each local government, the Subdivision Settlement Participation Forms, and the Colorado Subdivision Escrow Agreement will be

provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

For Counties:	**For Municipalities:**
Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress at KBurress@ccionline.org Katie First at KFirst@ccionline.org	Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org

If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

Colorado Opioids Settlement MOU: Frequently Asked Questions

1. What does this "settle" and why does Colorado need an MOU?

Nationwide settlements have been reached with the "Big 3" opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and opioid manufacturer Johnson & Johnson to resolve claims by state and local governments that these companies contributed to the opioid epidemic. The claims being settled include those raised by local governments in the national multi-district litigation ("MDL"), *In Re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). More information about these settlements can be found at https://nationalopioidsettlement.com/.

The Colorado MOU establishes the framework for distributing and sharing these settlement proceeds throughout Colorado. Local governments and the State prepared the Colorado MOU, which prioritizes regionalism, collaboration, and abatement. It is expected that the Colorado MOU will also be used for settlements with other opioid defendants in the future, including any settlement from Purdue Pharma's bankruptcy proceeding. Colorado Attorney General Phil Weiser signed the MOU on August 26, 2021. The Colorado MOU is included in this packet from the Attorney General's Office and can also be found at www.coag.gov/opioids.

2. Who put together the Colorado MOU?

Local government officials from across Colorado were involved in the negotiation of the Colorado MOU with the Attorney General's Office. County commissioners, mayors, county and city attorneys, and other stakeholders came together with the assistance of Colorado Counties, Inc. ("CCI") and the Colorado Municipal League ("CML") to establish the framework and negotiate the details of the Colorado MOU.

3. How much money will Colorado receive and over what period of time?

Funds from the Big 3 and Johnson & Johnson settlements will be distributed over a period of years. The Big 3 distributors will pay a maximum of $21 billion over 18 years, while Johnson & Johnson will pay a maximum of $5 billion over no more than nine years. In total, up to approximately $22.8 billion in settlement proceeds will be payable to state and local subdivisions nationwide. Each state receives a percentage of that recovery, and Colorado's maximum share from these settlements will likely be more than $300 million.

However, as discussed more below, Colorado will receive its maximum share of settlement payments only if enough local governments sign on to the deal. Also, the settling defendants have the option to "walk away" from the deals if there is not enough participation, so it is important that a "critical mass" of local governments signs on soon. Otherwise, the entire deal could fall through.

4. How can we maximize Colorado's recovery?

The MOU was designed to ensure that as many local governments as possible would agree to its terms. The Big 3 Distributor and Johnson & Johnson settlements include incentive payments based on how many governments participate. Strong participation from local governments is needed to receive the full settlement payments for all of Colorado. Local governments should sign the Colorado Subdivision Escrow Agreement to ensure their legal claims are released only when 95% participation by local governments has been reached, which secures significant incentive payments under these settlement agreements. For more information on the incentive payments, please see the graphics below:

DISTRIBUTORS: Base and Incentives

Base 55%
Incentives 45%
Net Abatement Amount

Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.

During the first two years, States that settle are treated as if receiving full base and incentive.

Illustrative only- Executed Agreements Control.

Incentive A

Incentive A provides for payment of all but Incentive D payments in exchange for near full peace.

Incentive A is earned by:

- Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);
- Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or
- A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).

Incentive B

- Incentive B is not relevant if a State earns Incentive A.
- Incentive B is up to 25%.
- Incentive B is earned by obtaining releases from litigating subdivisions.

Incentive B Sliding Scale:

Participation or Case-Specific Resolution Levels	Incentive B Award
85%	30%
86-90%	40%
91-94%	50%
95-99%	60%
99-99.9%	95%
100%	100%

Not structured in time periods, as with Incentive B under the J&J Agreement.

Incentive C

- Incentive C is not relevant if a State earns Incentive A.
- Incentive C is up to 15%.
- Incentive C is earned by getting larger (population of 30,000) non-litigating and any-sized litigating counties and cities to join the deal.

Incentive C Sliding Scale:

Participation, Release, or Resolution Levels	Incentive C Award
60-69%	25%
70-74%	35%
75-79%	40%
80-84%	45%
85-89%	55%
90-92%	60%
93%	65%
94%	75%
95-97%	90%
98-99%	95%
100%	100%

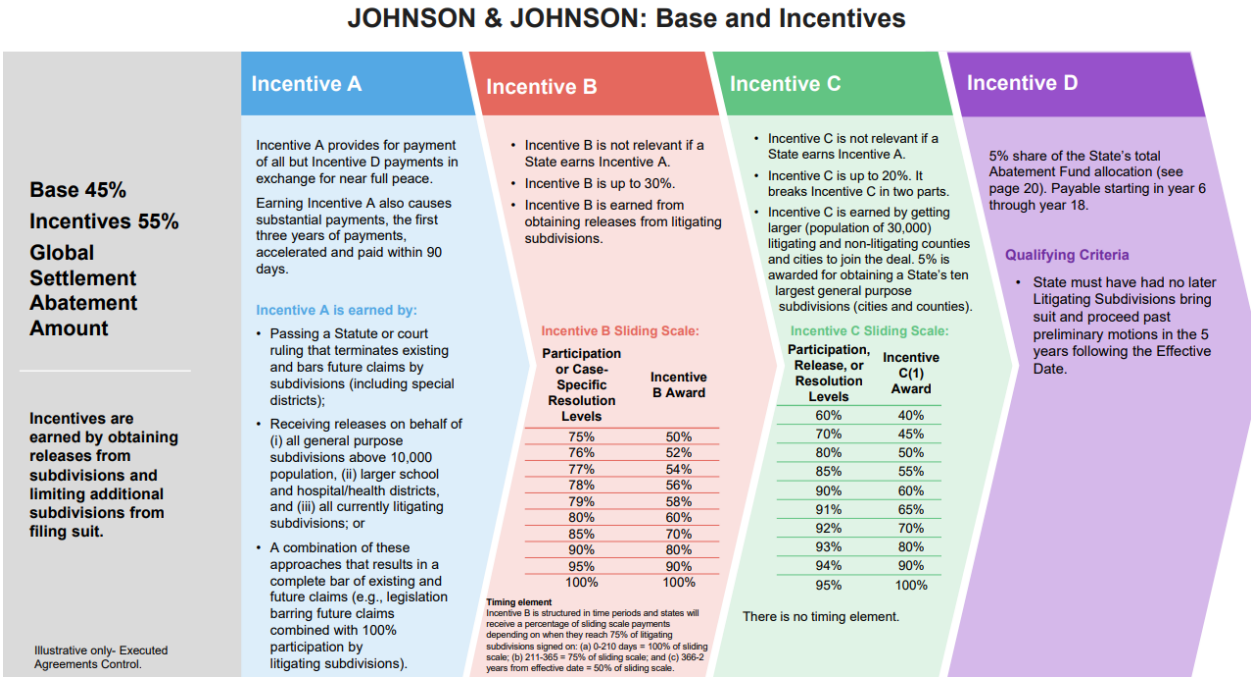
There is no timing element.

Incentive D

5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.

Qualifying Criteria

- State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions.



5. Is participation limited to litigating entities?

No, participation is not limited to governments that filed suit in the opioid litigation. Money from these settlements will be used for opioid crisis abatement in communities across Colorado, regardless of whether they have chosen to sue. All Colorado local governments are eligible to participate in the settlements and join the MOU, and the MOU does **not** allocate more funds to cities and counties that chose to file suit—all cities and counties in Colorado are allocated funds based on the same objective factors.

6. How will settlement proceeds be divided within the state under the Colorado MOU?

Under the Colorado MOU, settlement proceeds will be distributed as follows:

- 10% directly to the State ("State Share")
- 20% directly to Participating Local Governments ("LG Share")
- 60% directly to Regions ("Regional Share")
- 10% to specific abatement infrastructure projects ("Statewide Infrastructure Share")

7. How will the money be spent?

Under the Colorado MOU, all settlement funds must be used only for "Approved Purposes," a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder ("OUD") treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing

supplies. The list of Approved Purposes is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic. The list of Approved Purposes is attached as Exhibit A to the MOU, unless the term is otherwise defined in a settlement.

To ensure that settlement funds are in fact used only for Approved Purposes, a General Abatement Fund Council (the "Abatement Council") will be formed. This committee will consist of thirteen representatives appointed by the State and Participating Local Governments to ensure opioid funds are spent in compliance with the terms of the settlements and the Colorado MOU.

8. How will direct payments to local governments be allocated?

Under the Colorado MOU, 20% of the settlement funds will be paid directly to local governments. A list of the percentage of settlement funds that will be allocated to each County Area (that is, the county government plus the municipalities within that county) is Exhibit D to the Colorado MOU. Those allocations are further broken down to an intracounty level in Exhibit E, which is a default allocation.

The allocations to each County Area are based on three factors that address the relative severity of the opioid crisis: (a) the number of persons suffering from Opioid Use Disorder in the county; (b) the number of opioid overdose deaths in the county; and (c) the amount of opioids distributed within the county (measured in Morphine Milligram Equivalent units).

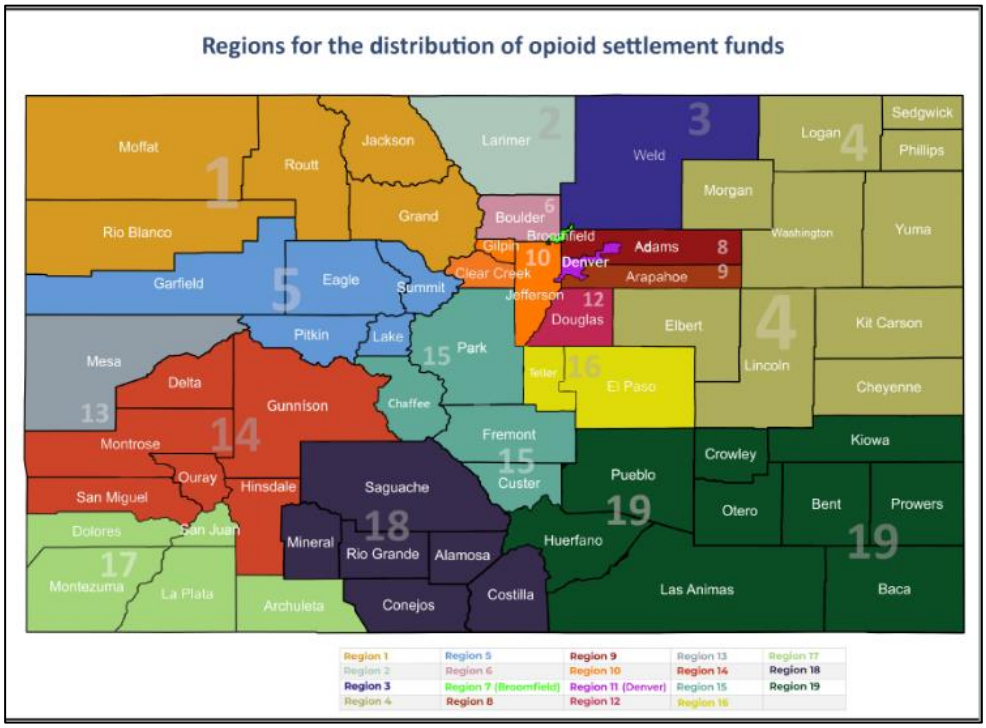
The intracounty allocations in Exhibit E are based on a default allocation model that will apply unless the local governments in a County Area enter into an agreement that provides for a different allocation model. These allocations are based on a model developed by health economist experts, which use data from the State and Local Governments Census on past spending relevant to opioid abatement.

To ensure transparency and that settlement funds are used for Approved Purposes, local governments that receive settlement funds directly will be required to provide expenditure data to the Abatement Council on an annual basis. Local governments that wish to join the MOU but do not wish to receive any direct payments have the option to redirect their payments to the Regional allocation described below.

A local government that chooses not to participate or sign onto the Colorado MOU will not receive funds from the LG Share and the portion of the LG share that it would have received will instead be re-allocated to the Regional Share described below.

9. How will payments to Regions be allocated?

Under the Colorado MOU, 60% of the settlement funds will be allocated to single- or multi-county regions made up of local governments. Local governments in Colorado worked collaboratively to develop the Regional Map, which emphasizes existing local infrastructure and relationships. The regional map is below, as well as included in the Colorado MOU as Exhibit C:



For more information on the percentages of settlement funds that will be allocated to each Region, please see Exhibit F of the Colorado MOU.

10. How will the Regions be governed?

Each Region will create its own "Regional Council" consisting of members from the constituent local governments to determine what Approved Purposes to fund with the Region's allocation. The Regional Council will have the power to make spending decisions in the Region. The Regions will designate a fiscal agent prior to receiving any settlement funds. Regional governance models are attached to the Colorado MOU as Exhibit G. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. Each Regional Council will provide expenditure data to the Abatement Council on an annual basis.

11. How will the Statewide Infrastructure Share work?

Many stakeholders have expressed a need for capital improvements across Colorado, and particularly in underserved areas, to abate the opioid crisis. The Colorado MOU directly addresses this by allocating 10% of settlement funds going to these projects. This money will be distributed by a statewide committee based on need. The Abatement Council will establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for local governments or regions to apply for opioid funds from the Statewide Infrastructure Share.

12. How will attorneys' fees and expenses be paid?

The Attorney General and local governments have agreed to a "Back-Stop Fund" for attorneys' fees and costs. The attorneys' fee provision in the Colorado MOU equitably allocates the cost of attorneys' fees across all local governments, while also allowing non-litigating entities to share in the 25% premium for releases signed by the litigating entities in the "Big 3" Distributor and Johnson & Johnson settlements.

Before a law firm can apply to the Back-Stop Fund, it must first apply to any national common benefit fee fund. The Back-Stop Fund will only be used to pay the difference between what law firms are owed and the amount they have received from a national common benefit fee fund. Attorneys' fees are limited to 8.7% of the total LG Share and 4.35% of the total Regional Share. No funds will be taken from the Statewide Infrastructure Share or State Share.

A committee will be formed to oversee payments from the Back-Stop Fund. The committee will include litigating and non-litigating entities. Importantly, any excess money in the Back-Stop fund, after attorneys' fees and costs are paid, will go back to the local governments.

13. Why is this a great result for local governments?

The Colorado MOU will ensure effective and efficient use of funds without dilution or diversion of opioid settlement money to unrelated purposes or unnecessary overhead expenses. In the Colorado MOU the local governments control 80% of the settlement funds.

- Bottom-Up Approach – The need is at the local level, so the resources should be, too.
- Local Voices – The communities bearing the brunt of this burden must have a meaningful seat at the table to make decisions about where resources go.
- Flexibility – The Colorado MOU provides an opportunity for local governments to decide how to entrust their own regional funds without unnecessary red tape.

14. How do I sign the MOU?

Local governments should sign four documents.

a. First is the MOU.

b. Next, each local government will need to sign a Subdivision Settlement Participation Form for each of the **two settlements** (the "Big 3" Distributor settlement and the Johnson & Johnson settlement) releasing their legal claims and stating they are participating in the settlements.

c. In addition, a Colorado Subdivision Escrow Agreement should be signed to ensure legal claims are released only when 95% participation by certain local governments has been reached, which secures a significant portion of the incentive payments described in FAQ 4, above. Under the terms of the Colorado Subdivision Escrow Agreement, CCI (for counties) or

CML (for municipalities) will hold the MOUs and the Subdivision Settlement Participation Forms for each of the settlements in escrow until 95% participation by local governments has been reached as to specified incentive payments under the respective settlement agreements.

Copies of the Subdivision Settlement Participation Forms, the MOU with signature pages for each local government, and the Colorado Subdivision Escrow Agreement will be provided by the Attorney General's Office. The documents should be executed by the individual or body with authority to do so on behalf of their respective county or municipality and submitted by mail or email to either CCI or CML at the following addresses:

For Counties:	**For Municipalities:**
Colorado Counties, Inc. 800 Grant, Ste 500 Denver, CO 80203 Email: Kyley Burress KBurress@ccionline.org Katie First KFirst@ccionline.org	Colorado Municipal League 1144 N. Sherman St. Denver, CO 80203 Email: opioidsettlement@cml.org

If you have any questions, please reach out to Heidi Williams of the Colorado AG's office at Heidi.Williams@coag.gov.

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Colorado Subdivision Escrow Agreement

Governmental Entity:	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*") hereby provides Colorado Counties, Inc. (for counties) or the Colorado Municipal League (for municipalities) ("*Escrow Agent*") the enclosed copies of the Governmental Entity's endorsed Subdivision Settlement Participation Forms and the Colorado Opioids Settlement Memorandum of Understanding ("Colorado MOU"), to be held in escrow. The Subdivision Settlement Participation Forms apply respectively to (1) the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, dated July 21, 2021 ("*Distributor Settlement*"); and (2) the National Settlement Agreement with Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson, dated July 21, 2021 ("*J&J Settlement*"). Pursuant to this Agreement, the Subdivision Settlement Participation Forms and the Colorado MOU will be released only if there is 95% participation by local governments in Colorado as further explained below.

Purpose of this Agreement

By endorsing a Subdivision Settlement Participation Form in the Distributor Settlement and the J&J Settlement, a governmental entity agrees to participate in those settlements and release any legal claims it has or may have against those settling pharmaceutical companies. This Colorado Subdivision Escrow Agreement is meant to ensure that the legal claims of governmental entities in Colorado will be released only when 95% participation by certain governmental entities has been reached. That 95% participation threshold is important because it signals to the settling pharmaceutical companies that the settlement has wide acceptance which will then secure significant incentive payments under these settlement agreements.

Escrow

The Escrow Agent shall promptly report the receipt of any Governmental Entity's endorsed Subdivision Settlement Participation Forms and Colorado MOUs to the Colorado Attorney General's Office and to the law firm of Keller Rohrback L.L.P. These documents shall be released by the Escrow Agent to the Colorado Attorney General's Office if and when the Escrow Agent is notified by the Attorney General's Office and Keller Rohrback that that the threshold 95% participation levels have been reached for both the Distributor Settlement and the J&J Settlement, as further described below. If by December 29, 2021, the Escrow Agent has not received notification that the threshold 95% levels have been reached for both the Distributor Settlement and the J&J Settlements, then the documents being escrowed shall be returned to the Governmental Entities and all copies shall be destroyed.

Distributor Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the percentages of populations eligible for Incentives B and C, as described in Sections IV.F.2 and IV.F.3 of the Distributor Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages of populations eligible for Incentives B and C under the Distributor Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

J&J Settlement

The Attorney General's Office and Keller Rohrback shall jointly submit a written notification to the Escrow Agent when it has been determined that the Participation or Case-Specific Resolution Levels for Incentives B and C, as described in Sections V.E.5 and V.E.6 of the J&J Settlement, are each 95% or more. For purposes of this Escrow Agreement, the percentages or populations eligible for Incentives B and C under the J&J Settlement will include governmental entities that sign a Subdivision Settlement Participation Form subject to an escrow agreement and governmental entities that sign a Subdivision Settlement Participation Form that is not subject to an escrow agreement.

Colorado Subdivision Name _____

_____ _____

Authorized Signature Date

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: October 18, 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):

- 10/19/2021 – Joint Regional Broadband Study with Council
  YMCA Meeting Room – 6 p.m.
- 10/25/2021 – Budget Work Session # 2 – 6 p.m.
- 11/01/2021 – Regular Town Council Meeting
- 11/15/2021 – Regular Town Council Meeting

Administration, Finance, Planning, & Human Resources

- *Open Enrollment* – Open enrollment will be held for Town employees at the end of October. The library employees will be included for the first time. As a participant they will be required to pay their proportionate share for the program management.
- *HRIS System* – We are working through implementation for our new human resource information and payroll system.
- *Hiring* – The Town is actively recruiting a Public Works Director. A Code Enforcement Officer and two Maintenance workers started recently.

- *Retirement* **–** The Town will switch vendors to the Colorado Retirement Association in November. The new system will provide better direct access for the employees for management of their portfolio and a larger suite of investments to choose from.
- *Onboarding* **–** Our most recent employees completed a new safety orientation series prior to starting work in the field.
- *2022 Budget* – Work is continuing on the 2022 Budget. The first public hearing is planned for November 1, 2021.
- *Caselle Conference* – Caselle will be hosting their annual conference online in a virtual format and are making it free to all attendees again this year. It is a wonderful opportunity for staff to participate in extra training on this software.
- *September Biz Walk* - September's Biz Walk included the Town Manager and Economic Development Manager who visited with Scheel's. Biz Walks are scheduled monthly.
- *Johnstown Cash Program* – There are currently 48 businesses signed up for the Johnstown Cash Program and over $53,800 has been redeemed in certificates. The program will run until December 31, 2021 and certificates will no longer be valid after that date.
- *DOLA Keep Main Street Open Grant* – The Town of Johnstown submitted a completed grant application to DOLA for the Keep Main Street Open Grant on August 23, 2021. The Town received a response early October that we were not awarded any funds. Town staff has a scheduled call with DOLA representatives to discuss the review criteria and any future funding opportunities. Staff has notified all participating businesses and building owners of the funding decision. Staff is researching other funding sources for this project and exploring all options including scaling the project and requiring match funding.
- *Downtown Johnstown Parklet Program* – The Town of Johnstown received a grant through CDOT Revitalize Main Street Program to create a downtown parklet program. An RFP is currently available on the Town website and through BidNet. The parklet program is expected to launch early Spring 2022 and available to participating businesses in the downtown corridor.
- *JDDA Fall Festival* – Town staff setup a booth for the JDDA Fall Festival that took place on September 19. The festival was well attended by residents and visitors. Town staff answered resident questions and handed out swag.
- *Liquor License Renewals* – Mod Pizza renewal was submitted to the State for final approval.
- *Municipal Court* – Municipal Court processed 233 summonses in the month of September.
- *Community Engagement Event (Communications), Tree City USA Tree Planting Ceremony* – The Office of Communications helped to facilitate the Town's tree planting ceremony and official Arbor Day 2021 Proclamation. The ceremony took place on Saturday, September 25 at 11:30am and included a local girl scout troop, who assisted the Mayor in planting a tree. This ceremony was an important part of Johnstown joining the Tree City USA Program.

- *Community Engagement Event (Communications), Historical Society Fair* – The Office of Communications had a table set up at the Historical Society's Quilt and Craft Fair on Saturday, September 25. The table was equipped with informational materials about upcoming Town initiatives and was staff the whole day (9am-4pm) to assist residents and answer questions.
- *Community Engagement Event (Communications), Cub Scouts Presentation* – The Office of Communications gave a presentation to a local cub scout troop on Monday, Oct. 5 regarding public service. This presentation assists the local Cub Scout Troop on a badge where they learn about Public Service. We discussed public servants with the Town of Johnstown, the importance of teamwork, and the value of communication.
- *CBT Carryover* – Town Staff requested a carryover of CBT in the amount of 195 AF which will be applied to the 2021-2022 water season. This will be in addition to the 1,111 CBT shares available next water year. The carryover water is being held with Little Thompson Water District.
- *Solar Panel System RFP* – The Town issued the Solar Panel System RFP and conducted the pre-bid meeting on October 7. Bids are due on October 22 with a tentatively planned award recommendation to Town Council on November 1. This is a Supplemental Environmental Project with are conducted in concert with CDPHE.
- *Conferences* – The Town Manager attended both the International City/County Management Association Conference and the Colorado Municipal League Conference for both great learning and networking opportunities. The Town Manager presented during the Manager's Luncheon at the CML conference.
- *Climate Smart Taskforce* – Larimer County is establishing a Climate Smart Task Force which will meet 5 times over the next 9 months to receive feedback and conduct outreach as part of the Climate Smart Framework. Johnstown will be represented by the Town Manager on this initiative.
- *Comprehensive Plan Update* – Planning & Zoning Commission heard a presentation from Logan Simpson on September 29th and held a public hearing on the Plan on October 13th to recommend adoption to the Town Council. Council will hold a hearing in November on the Final Draft. The Final Draft is currently posted on the Town's website for public review and comment.

Police Department

Training:

- *Victim's Rights Training* **–** The entire department attended "Victim's Rights and Assistance" training put on by the Greeley Victim's Advocates. Officers were updated on changes to victim rights laws and procedures.
- *Field Training Officer Training* **–** Officer Morgan and Officer Ward attended Field Training Officer School. They will now be a part of the department's FTO cadre and will be tasked with training new officers in the department.
- *Advanced Search and Seizure* **–** Officer Perry, Officer Wild, and Officer Olds attended a three-day Advanced Search and Seizure, Advanced Traffic Stops, and Advanced

Criminal Investigation class. They learned how to independently analyze and solve Fourth Amendment problems related to search and seizure.

- *Cap Stun instructor Training* **–** Detective Garcia attended the Defense Technology OC Aerosol Instructor Course in Sterling. He gained detailed information on all forms of Oleoresin Capsicum aerosol projectors and is now certified to conduct in-house training for new officers and recertification of all department personnel.
- *Less Lethal Instructor Training* **–** Detective Slocum and Sergeant Timme attended the Defense Technology Impact Munitions Instructor Course. They are now certified to teach less-lethal impact munitions training to department personnel.
- *Death Investigations Training* **–** Detective Slocum and Detective Garcia attended Death Investigation and Crime Scene Management training hosted by the Weld County Sheriff's Office. This training focused on death investigations, crime scene management and case preparation.

Community Policing, Outreach & Miscellaneous Items:

- *Special Olympics Torch Run* **–** Officers ran the annual torch run for the Special Olympics. Officers ran a three-mile leg in an effort to raise money for the athletes of the Special Olympics.
- *Hunger Hero's* **–** Officers continue to deliver food for the local Hunger Hero's Program.

Public Works Department

Streets, Stormwater, Fleet & Parks

- *Parks* – Parks are being cut and trimmed weekly with trash being picked up biweekly. All irrigation systems will be blown out for the winter beginning on October 13. Crews repaired two playground lights in Clearview Park and changed them to LED.
- *Streets* – County Roads 3, 44, and 46 were graded. A stop bar was installed at Idlewood and Ridgewood. The alley north of South Second was graded.
- *Fleet* – Oil changes and new shocks were installed in 2 public work trucks. Tires were replaced on the cemetery mower.
- *Fire Hydrant Repair* – Repairs were made at the fire hydrants at Brunner and Granite in Rocksbury Ridge.
- *Trash/Recycle Containers* – Staff have been collecting recycle bins for residents who do not wish to recycle and trash bins for residents who are sourcing their own garbage provider. To date, we have picked up about only 120 containers, evidence that this was a service most citizens wanted to support.
- *Highway 60 and Colorado Boulevard Repair* – Quotes have been requested from several contractors to make temporary repairs to the south side of the intersection. It appears that a complete reconstruction will be necessary in the future.

Water Plant & System

- *DAF Compressor* – The number 2 DAF compressor at the Water Treatment Plant was found to have an oil leak. It was removed from service and isolated from the system. After an initial clean up of the spill, the compressor was repaired.

- *Lonetree Station* – Crews received an alarm for water on the floor at Lonetree. Water was spraying from a gasket leading from the number 3 pump. All pumps were shut off and Staff began feeding water from the Town Lake while the gasket was repaired.
- *Girl Scout Tour* – Staff conducted a tour of the Water Treatment Plant for a local Girl Scout Troop.

Wastewater Plants

- *Central WWTP* – A sump pump quit working due to something in the impeller. An electrician was out to correct the issue.

Development & Project Updates

- *HWY 60 Watermain Project* – Services are complete and finishing up the paperwork to prepare for the reimbursement request to CDOT as per the contract agreement.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Uncle Benny's Marketplace Resubdivision Final Subdivision Plat

ACTION PROPOSED: Approve Resolution 2021-38 Approving the Uncle Benny's Marketplace Resubdivision Final Subdivision Plat

ATTACHMENTS:
1. Vicinity Map
2. Resolution 2021-38
3. Uncle Benny's Marketplace Resubdivision proposed Final Plat
4. PZC Staff Report

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Johnson-Taylor Family Properties, LLLP, is requesting resubdivision of 18.045 acres of land located on the east side of I-25 Frontage Road, north of Marketplace Drive. (Attachment 1) The parcel is zoned PUD-JC (Johnson's Corner). This subdivision does include any floodplain areas.

The proposed subdivision plat encompasses two existing lots, to create a total of four (4) lots for commercial and light industrial develompent, as well as dedicating adjacent right-of-way for the extension of LCR 3E south (connecting LCR 16 to Marketplace Dr). A variance was approved on September 29, 2021, by the Board of Adjustment to permit a lot to be created that does not abut a public street, based upon standards in JMC Sec. 16-83(3). This variance enable this subdivision to create a lot accessed solely by private access easements and drives.

No specific development plans have been submitted for these lots. No construction plans accompanied this subdivison application – in the interest of time, and the ability to sell lots to prospective developers such that they can proceed with engineering and design work for their site, the Applicant requested that those requirements be deferred to a later date. Completion of Marketplace Drive will be required, as well as some meaningful portion of the construction for LCR 3E, such that future development may tie in and continue this roadway. Reimbursement agreements

may be available to the Developers, to allow future development to participate in these obligations. A Subdivision Improvement and Development Agreement identifying these obligations is presently being reviewed and discussed between Staff and the Applicant, and will be required to be executed prior to the recordation of this subdivision plat.

The Planning & Zoning Commission held a public hearing on September 29, 2021; no public comments or concerns were forthcoming. The Commission voted unanimously to recommend approval of the Final Subdivison plat to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2021-38 (Attachment 2).

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-38 Approving Uncle Benny's Marketplace Resubdivision Final Subdivision Plat with conditions.

SUGGESTED MOTIONS:

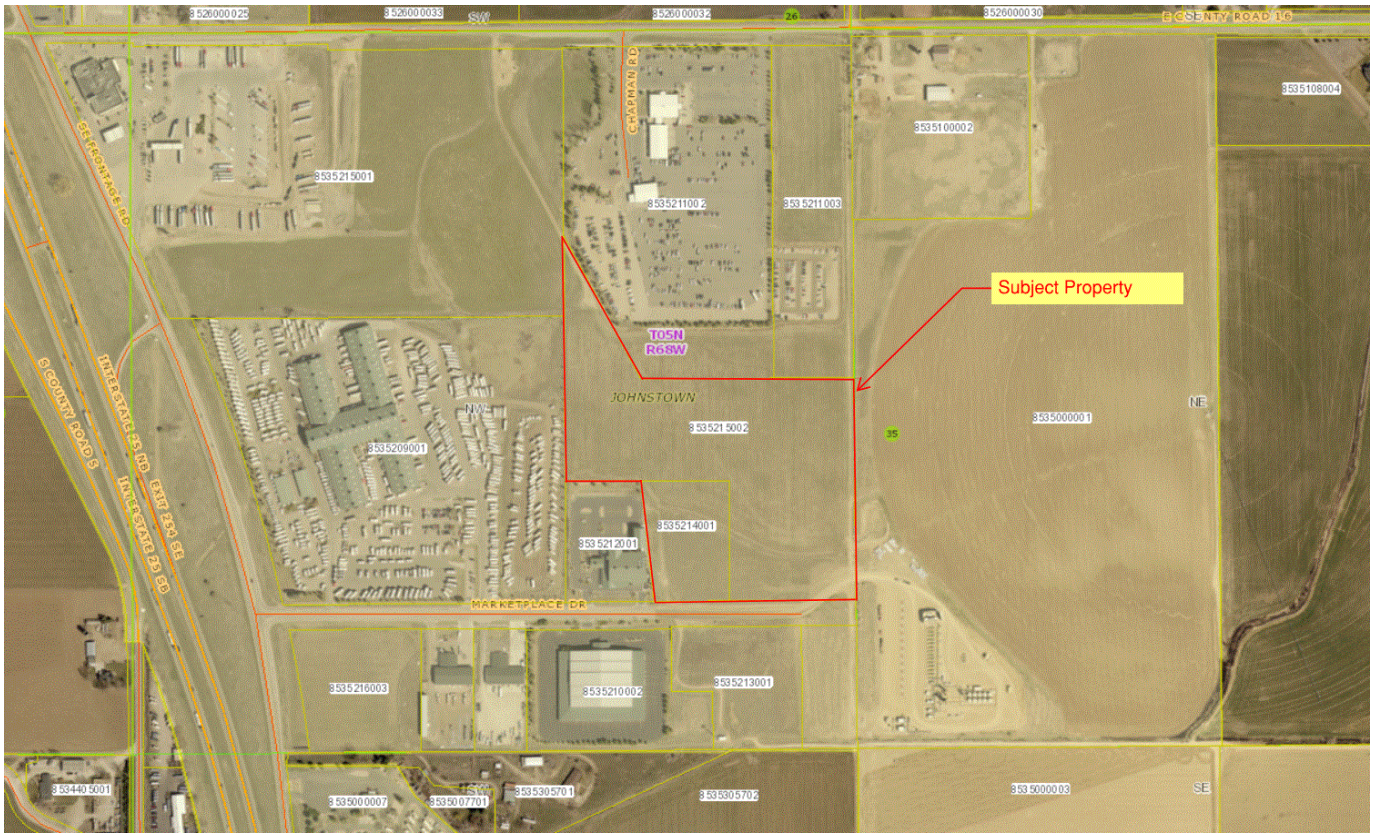
For Approval
Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-38 Approving Uncle Benny's Marketplace Resubdivision Final Subdivision Plat with conditions as stated within that resolution.

For Denial
Based on information presented in this hearing, I move to deny Resolution 2021-38 as presented.

Reviewed and Approved for Presentation,

Town Manager

VICINITY MAP – UNCLE BENNY'S MARKETPLACE RESUBDIVISION



TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-38

APPROVING THE FINAL SUBDIVISION PLAT FOR UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION, LOCATED IN NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 18.450 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, Johnson-Taylor Family Properties, LLLP, a Colorado limited liability limited partnership ("Applicant"), submitted an application to the Town for approval of a Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, located in the Northwest Quarter of Section 35, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 18.450 acres; and

WHEREAS, on September 29, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, with conditions; and

WHEREAS, on October 18, 2021, the Town Council held a public hearing concerning approval of the Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, satisfy 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 Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, with conditions.

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

Section 1. Final Subdivision Plat Approval: The Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, located in the Northwest Quarter of Section 35, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 18.450 acres, attached as Exhibit A, is hereby approved, subject to the conditions set forth in Section 2.

Section 2. Conditions of Approval: The Final Subdivision Plat for Uncle Benny's Marketplace Re-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. The Town and the Applicant shall execute a Subdivision Development and Improvement Agreement prior to recordation of the Final Subdivision Plat;

3. At the discretion of Town staff, each developer of any portion of the Property shall be obligated to execute an amendment to the 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

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 Final Subdivision Plat for Uncle Benny's Marketplace Re-Subdivision, and, once the applicable conditions of approval are met, record the Final Subdivision Plat as provided herein at the Office of the Larimer County Clerk and Recorder.

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

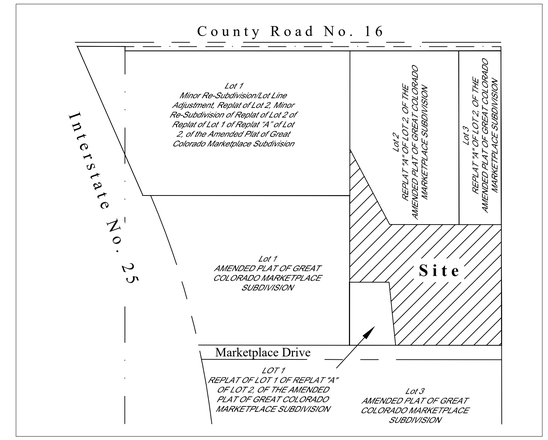
ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION

Being a Replat of
LOT 1, MINOR RE-SUBDIVISION, BEING A REPLAT OF LOT 2 OF THE REPLAT OF LOT 1 OF REPLAT "A" OF LOT 2, OF THE AMENDED PLAT OF GREAT COLORADO MARKETPLACE MINOR RE-SUBDIVISION
and
LOT 2, MINOR RE-SUBDIVISION / LOT LINE ADJUSTMENT, REPLAT OF LOT 2, MINOR RE-SUBDIVISION OF REPLAT OF LOT 2 OF REPLAT OF LOT 1 OF REPLAT "A" OF LOT 2, OF THE AMENDED PLAT OF GREAT COLORADO MARKETPLACE SUBDIVISION,
Located in the Northwest 1/4 of Section 35, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, Larimer County, Colorado



Vicinity Map
1" = 500'

Ownership and Dedication:

Know all men by these presents that the undersigned, being the owners, and/or lien holder of that part of the Northwest 1/4 of Section 35, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado, being more particularly described as follows:

Lot 1, Minor Re-Subdivision, being a Replat of Lot 2 of the Replat of Lot 1 of Replat "A" of Lot 2, of the Amended Plat of Great Colorado Marketplace Minor Re-Subdivision, County of Larimer, State of Colorado
and
Lot 2, Minor Re-Subdivision/Lot Line Adjustment, Replat of Lot 2, Minor Re-Subdivision of Replat of Lot 2 of Replat of Lot 1 of Replat "A" of Lot 2, of the Amended Plat of Great Colorado Marketplace Subdivision, County of Larimer, State of Colorado.

Containing 18.450 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 to be known as Minor Re-Subdivision, being a UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION 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:_____
Johnson - Taylor Family Properties, LLLP

State of Colorado)
)SS
County of)

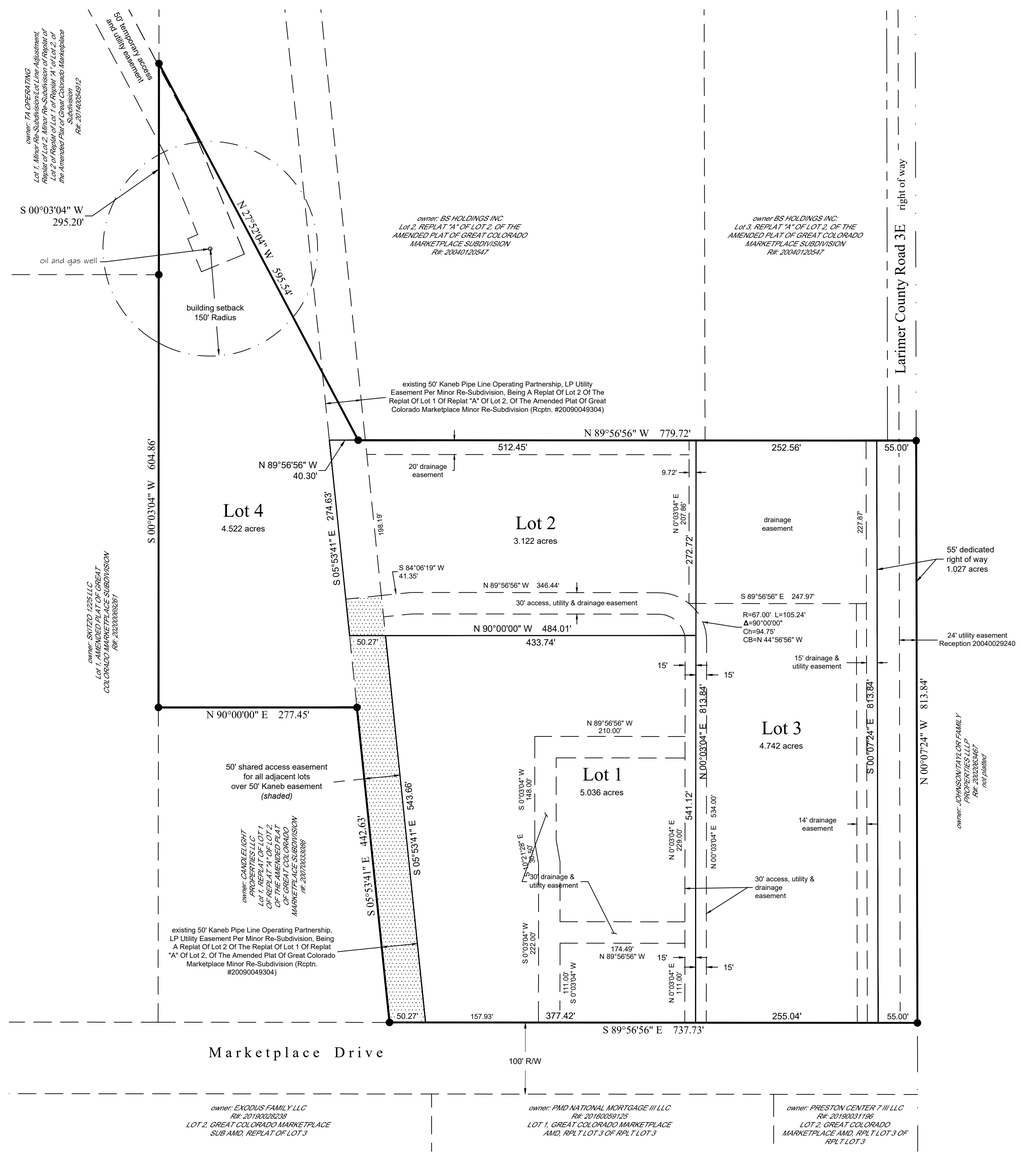
The foregoing dedication was acknowledged before me this this _____day of _____, 20___, by _____.

_____ _____
My commission expires Notary Public

TOWN COUNCIL:

This plat, to be known as UNCLE BENNY'S MARKETPLACE MINOR RE-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 _____, 20_____.

By: _____ Attest: _____
Mayor Town Clerk



Scale 1 inch = 100 feet
100 0 50 100 200

Legend

- ▲ denotes found 1/2" rebar with 1" plastic cap marked "LS 16415"
- ● denotes found 1/2" rebar with 1" plastic cap marked "PLS 32444"
- denotes easement
- denotes Lot line
- denotes boundary line
- denotes right of way line

Notes:

- Distances shown are in U.S. Survey Feet
- The total area contains 18.450 acres, more or less.
- No construction drawings have been reviewed or approved by the Town in regards to this subdivision. These lots will be considered un-buildable until such a time as construction drawings have been reviewed and approved by the Town for any lot proposing development. Said plans and development shall meet the Town requirements in place at such time as said development is proposed.

SURVEYOR'S STATEMENT

I, M. Bryan Short, a Colorado Registered Professional Land Surveyor, do hereby state that this Minor Re-Subdivision truly and correctly represents the results of a survey made by me or under my direct supervision.

_____
Colorado Registered Land Surveyor #32444

NOTICE: 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.

Sytwave-host\Shared Folders\Downloads\13046JD009b.dwg September 10, 2021 - 2:13pm

REVISIONS			
Date	By	Description	
Date	By	Description	
Date 9.7.2021	By mbs	Description	revised per 8-3-2021 redlines

Field Date	n/a	ST	n/a
Party Chief	n/a	PM	BAB
Print Date	September 10, 2021	PLS	MBS

CLIENT
Uncle Benny's Building Supplies LLC

PLS Corporation
532 West 66th Street, Loveland, Colorado 80538
Phone: 970.669.2100 - Info@plscorporation.com

TITLE
Final Subdivision Plat - Minor Re-Subdivision
UNCLE BENNY'S MARKETPLACE
Section 35, Township 5 North, Range 68 West, 6th P .M., Larimer County, Colorado

PROJECT NO.	SHEET NO.	NO. OF SHEETS
13046.009	1	1

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**Public Hearing and Consideration of Final Subdivision Plat of Uncle Benny's Marketplace Re-subdivision.**
DESCRIPTION:	Proposed re-subdivision to establish a four (4) lot plat on 18.450 acres which will allow for the uses as per the Johnson's Corner PUD Land Use document.
LOCATION:	North side of Marketplace Dr., east of the Frontage Road
APPLICANT:	Johnson-Taylor Family c/o Chauncey Taylor (owner)
STAFF:	Kristin Cote, Planner I
HEARING DATE:	September 29, 2021

ATTACHMENTS

1- Application
2- Vicinity Map
3- Final Plat
4- Johnson's Corner PUD Document

BACKGROUND & SUMMARY

The applicant, Johnson-Taylor Family c/o Chauncey Taylor, is requesting consideration of a four (4) lot re-subdivision of 18.450 acres of land within the Great Colorado Marketplace Subdivision. This subdivision would allow the uses as per the Johnson's Corner PUD document. Proposed lot two (2) does not abut a public street and requires that an easement be established to provide appropriate access to this lot. All other lots in this subdivision will directly abut a public street, and adequate right-of-way will be dedicated with this plat for expansion of the street network in this area of Johnstown.

The subject property is bordered on all sides by land within the Town of Johnstown. All the contiguous land within Town limits is zoned PUD-JC (Johnson's Corner) with the exception of the land to the east which is zoned PUD-Mixed Use (MU).

The surrounding land uses are primarily commercial in nature. The exception to this is the land to the east which is currently undeveloped.

HISTORY

This property was annexed as part of the 237.58-acre Johnson's Corner annexation in 1999 by Ordinance number 99-600, and subdivided into lots as The Great Colorado Marketplace in 2001. Replats of the Great Colorado Marketplace subdivision were completed in 2004 (Instrument #20040055467), 2005 (Instrument #20050108096), 2007 (Instrument #20070055087), 2009 (Instrument #20090049304) and 2012 (Instrument #20140056818).

NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 9, 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.

ANALYSIS

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

- Staff believes this subdivision will accomplish this goal because it allows for the contiguous, compact pattern of growth that was established in this general vicinity with the approval of the PUD-JC zoning and the Great Colorado Marketplace subdivision.

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

- Staff believes that this subdivision will assist in efficient transportation planning due to the fact that additional right of way will be dedicated with the plat on the easterly property line to allow the Town the ability to rebuild and extend CR 3E as per Town transportation plans.

Zoning

The current zoning for the property is PUD-JC as was established in 1999. The applicant requests that zoning designation be continued going forward.

APPLICANT REQUEST & RESPONSE: The applicant has not submitted the necessary construction documents to allow for the lots to be given full approval for construction, Staff feels confident the property will be able to be developed in a suitable and proper fashion. Staff has required a note on the plat which states "Please note no construction drawings have been reviewed or approved by the Town in regards to this subdivision. These lots will be considered un-buildable until such a time as construction drawings have been reviewed and approved by the Town for any lot proposing development. Said plans and development shall meet the Town requirements in place at such time as said development is proposed." The owner is amenable to this note and aware that future development will require the submittal of all reports and documents to ensure adequate access to transportation, water, sewer, and meet all other development requirements.

A Variance (VAR21-0001) was also requested as part of this subdivision application, and was considered by the Board of Adjustment. This subdivision, as presented, is contingent upon approval of that Variance.

Staff Concerns

Staff has no outstanding concerns.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested subdivision of Uncle Benny's Marketplace Re-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 will allow the developer to pursue purchase and subsequent development of this property, with all necessary plans and reports to complete the Town's process and meet the subdivision requirements of the municipal code prior to construction.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the **Uncle Benny's Marketplace Re-subdivision final plat** 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 **Uncle Benny's Marketplace Re-subdivision** based upon the findings as stated in the staff report, and the following conditions:

1. Prior to construction of any 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 that states and clarifies basic developer obligations, and may be amended with more complete development details and special provisions as those become known through subsequent development review. This agreement will be recorded with the plat.

Alternate Motions

A. Motion to Approve with no Conditions: "I move that the Commission recommend to Town Council approval of Uncle Benny's Marketplace Re-subdivision final plat , as presented."

B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Uncle Benny's Marketplace Re-subdivision final plat based upon the following…"

Planner:

Kristin N. Cote

Kristin Cote, Planner

Reviewed by:

Kim Meyer

Kim Meyer, Planning & Development Director

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Ordinance 2021-211 Approving the Welty Ridge Outline Development Plan Amendment 1

ACTION PROPOSED: Hold Public Hearing and Consider Ordinance 2021-211 Approving the Welty Ridge Outline Development Plan Amendment, on 1st reading

ATTACHMENTS:
1. Vicinity Map
2. Ordinance 2021-211
3. Proposed Welty Ridge ODP Amendment 1
4. Current Welty Ridge ODP
5. PZC Staff Report (10/13/21)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Buc-ee's, Ltd., is requesting an amendment to the original Welty Ridge Outline Development Plan (ODP) (Attachments 3 & 4).

The proposed amendments primarily modifies the size and configuration of the mixed-use planning areas on the north, with a change to the circulation plan that seeks to introduce a roundabout on CR 48 at Gateway Circle, as well as reconfigure future collector streets that would serve the parcel. Staff is supportive of the area boundary changes; conceptually CDOT and the Town are receptive to the circulation plan revisions, however significant additional engineering details and traffic studies are required to fully understand how this design impacts and functions with other nearby intersections, as well as the new Hwy 60 interchange. That level of detail will be forthcoming with subsequent construction drawings to accompany a proposed subdivision – such an application was received by the Town in early October and is now in its first round of development review.

This amendment would also modify a current 5000 SF maximum limitation on the size of a grocery or convenience store, for which no comparable limitation exists in municipal code. In addition, a second sign fronting along I-25 is proposed, with a maximum height of approximately 70-feet – which accomplishes the goal of sitting not less than 55-feet higher than the ultimate centerline of CR 48 to ensure visibility from both sides of the highway once the interchange is complete. This is similar to how height was

calculated for the current Loaf N Jug sign on the NW corner of the interchange, taking the discrepancy in elevation into account to offer that taller "highway" sign.

Town Staff has individually reached out to immediately-adjacent owners in the Gateway Subdivision, to the north, to inform them of the conceptual modifications to CR 48 and the intersections they share. Those conversations will continue as further detail is known. No additional ROW to the north is anticipated to be needed, as the user will realign further south to accommodate any expansion of the CR 48 right-of-way.

The Planning & Zoning Commission held a public hearing on October 13, 2021. The Commission voted unanimously to recommend approval of the Welty Ridge Outline Development Plan Amendment 1 to the Town Council, with the findings that are contained in the attached staff report (Attachment 5) and reiterated in substance in the proposed Ordinance 2021-211 (Attachment 2).

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-211 approving Welty Ridge Outline Development Plan Amendment 1, on first reading.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Ordinance 2021-211 Approving the Welty Ridge Outline Development Plan Amendment 1, on first reading.

For Denial: Based on information presented in this hearing, I move to deny Ordinance 2021-211 as presented

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-211

APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN AMENDMENT 1 FOR WELTY RIDGE LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN BOOK 1570 AT PAGE 620, CONSISTING OF APPROXIMATELY 144 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, Buc-ee's Ltd., a Texas limited partnership, submitted an application to the Town for approval of the P.U.D. Outline Development Plan Amendment 1 for a subdivision known as Welty Ridge, 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, except that portion conveyed in Book 1570 at Page 620, consisting of approximately 144 acres; and

WHEREAS, on October 13, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan Amendment 1 for Welty Ridge; and

WHEREAS, on October 18, 2021, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan Amendment 1 for Welty Ridge; and

WHEREAS, after considering the Planning and Zoning Commission's recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan Amendment 1 for Welty Ridge 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 Amendment 1 for Welty Ridge.

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

Section 1. P.U.D. Outline Development Plan Approval. The P.U.D. Outline Development Plan Amendment 1 for Welty Ridge, 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, except that portion conveyed in Book 1570 at Page 620, consisting of approximately 144 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Amendment. The P.U.D. Outline Development Plan Amendment 1 for Welty Ridge adopted herein shall amend certain portions of the Welty Ridge P.U.D. Outline Development Plan approved on January 22, 2020.

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 _____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Diana Seele, Town Clerk 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:_____ By:_____
Diana Seele, Town Clerk Gary Lebsack, Mayor

VICINITY MAP

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

ODP REVISION 02/23/2021

Item #18.

PROJECT INTENT

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE OVERLAY ZONING TO THE 140+ ACRE WELTY RIDGE PROPERTY. WELTY RIDGE IS ENVISIONED AS A MIXED USE DEVELOPMENT WHICH INCLUDES PLANNING AREAS DESIGNATED FOR RESIDENTIAL, RETAIL, COMMERCIAL, LIGHT INDUSTRIAL, AND OFFICE USES. THIS DOCUMENT WILL GUIDE THE OVERALL CHARACTER OF WELTY RIDGE TO ENSURE THE QUALITY AND COHESIVENESS DESIRED IN THIS EMERGING PART OF NORTHERN COLORADO.

LEGAL DESCRIPTION

THE NE ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN BOOK 1570 AT PAGE 620.

GENERAL NOTES

A. COMMERCIAL, OFFICE OR MULTI-FAMILY DEVELOPMENTS CAN OCCUPY THE SAME LOT, MIXED HORIZONTALLY OR VERTICALLY.

B. ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.

C. LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER-FORMULATED DESIGN STANDARDS MUST RECEIVE TOWN APPROVAL PRIOR TO IMPLEMENTATION.

D. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED IN WRITING BY PLANNING AND DEVELOPMENT DIRECTOR TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.

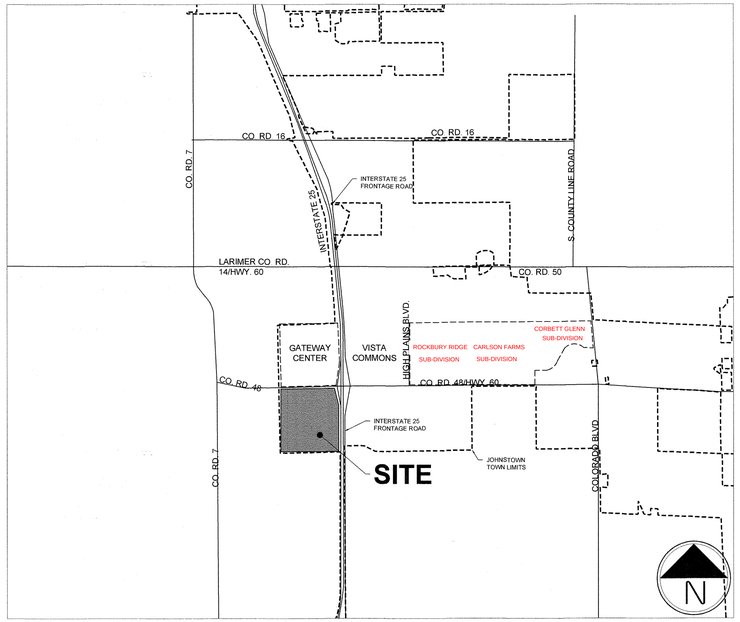
E. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.

DEVELOPMENT PHASING

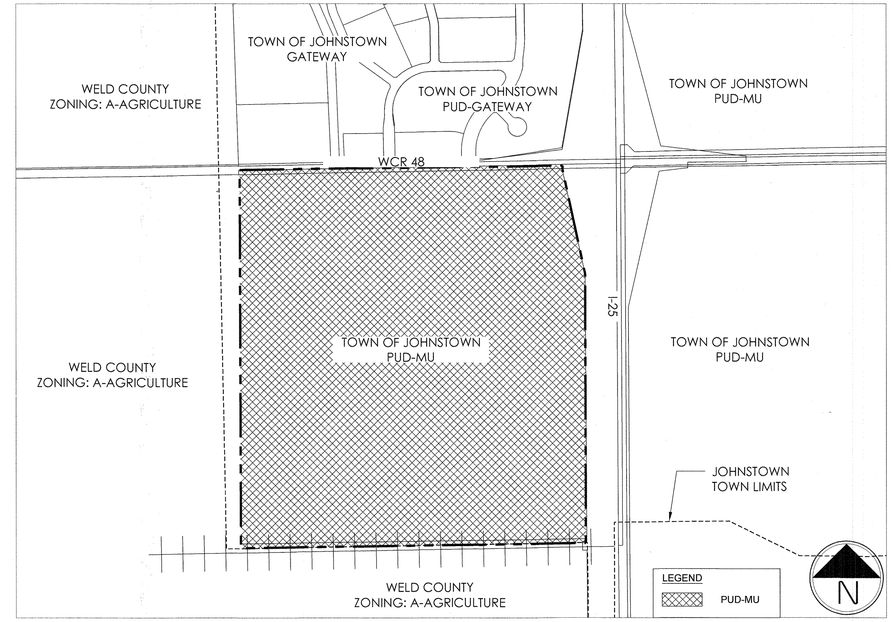
PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD - OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS - DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.



VICINITY MAP 1"=3000'



EXISTING ZONING 1"=500'

APPROVALS

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS WELTY RIDGE ODP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER 2020-167 PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 05 DAY OF January, 2020.

BY: _____ MAYOR

ATTEST: _____ TOWN CLERK

AMENDMENT 1

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS AMENDMENT 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____

BY: _____ MAYOR

ATTEST: _____ TOWN CLERK

OWNER

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SUITE 710
DENVER, CO 80206
303-263-2105

PROJECT MANAGER

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720-943-5665
kyle.watson@kimley-horn.com

SHEET INDEX ☐= Sheets being amended

1	COVER
2	LAND USE PLAN
3-4	LAND USE MATRIX
5	CIRCULATION PLAN
6	STREET SECTIONS
7	TRAILS & OPEN SPACE PLAN
8	CONCEPTUAL UTILITY PLAN
9	CONCEPTUAL GRADING PLAN
10	DEVELOPMENT STANDARDS
11-12	DESIGN GUIDELINES

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
COVER

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED SHEET 1 OF 12

1/29/2020 10:21 AM , P:\PLATTE LAND & WATER\GREAT PLAINS - WELTY\CAD\SUBMITTALS\WELTY ODP\WELTY-ODP-COVER.DWG.

4575191 Pages: 2 of 12
03/18/2020 10:59 AM R Fee:$123.00
Carly Koenes, Clerk and Recorder, Weld County, CO

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

A. INTRODUCTION

THE PURPOSE OF THIS SECTION IS TO ESTABLISH GENERAL PROVISIONS AND CLARIFY STANDARDS AND REQUIREMENTS FOR DEVELOPMENT WITHIN THE WELTY RIDGE PUD. DUE TO THE SIZE OF LAND AREA CONTAINED WITHIN THIS PUD AND THE CORRESPONDING LONG TERM BUILD OUT THAT IS ANTICIPATED, A RATHER BROAD RANGE OF DENSITIES AND/OR SQUARE FOOTAGES HAVE BEEN PROPOSED FOR EACH LAND USE PARCEL. THESE RANGES WILL ALLOW A VARIETY OF COMMERCIAL, LIGHT INDUSTRIAL, AND HOUSING PRODUCTS. IN ADDITION TO PROMOTING LAND USE AND DENSITY FLEXIBILITY, RANGES WILL ACCOMMODATE HOUSING PRODUCT, LAND PLANNING, MARKET AND TECHNOLOGICAL CHANGES INTO THE FUTURE. REFER TO THE PLANNING AREA SUMMARY FOR SPECIFIC DENSITIES AND SQUARE FOOTAGES.

B. DENSITY RANGES

RESIDENTIAL DENSITY RANGES ARE SPECIFIED WITHIN EACH ZONE AS LABELED ON THE LAND USE PLAN (REFER TO THE PLANNING AREA SUMMARY WITHIN THIS DOCUMENT FOR DENSITY RANGES). THE FINAL AVERAGE DENSITY OF A DEVELOPMENT PARCEL MUST BE WITHIN 10% THE SPECIFIED DENSITY RANGE INDICATED FOR THAT PLANNING AREA. THE FINAL AVERAGE DENSITY OF A PLANNING AREA SHALL BE BASED ON ALL RESIDENTIAL UNITS APPROVED THROUGH THE FINAL PLAT PROCESS WITHIN THE PLANNING AREA, WHETHER APPROVED AS A SINGLE PLAT OR AS MULTIPLE PLATS.

C. MAXIMUM RESIDENTIAL UNITS PER AREA

TRANSFER(S) OF RESIDENTIAL UNITS FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF UNITS MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX UNITS PER AREA) MAY BE PERMITTED BY THE DEVELOPER WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. UNIT TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE TOTAL RESIDENTIAL UNITS WITHIN THIS PUD EXCEED 850 WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.

D. RESIDENTIAL UNITS TRANFERS

ONCE A PLANNING AREA HAS BEEN FULLY PLATTED THROUGH THE FINAL PLAT PROCESS, ANY REMAINING RESIDENTIAL DENSITY/UNITS DESIGNATED ON THE PUD ZONE DOCUMENT WITHIN SAID PLANNING AREA SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT PLANNING AREAS.

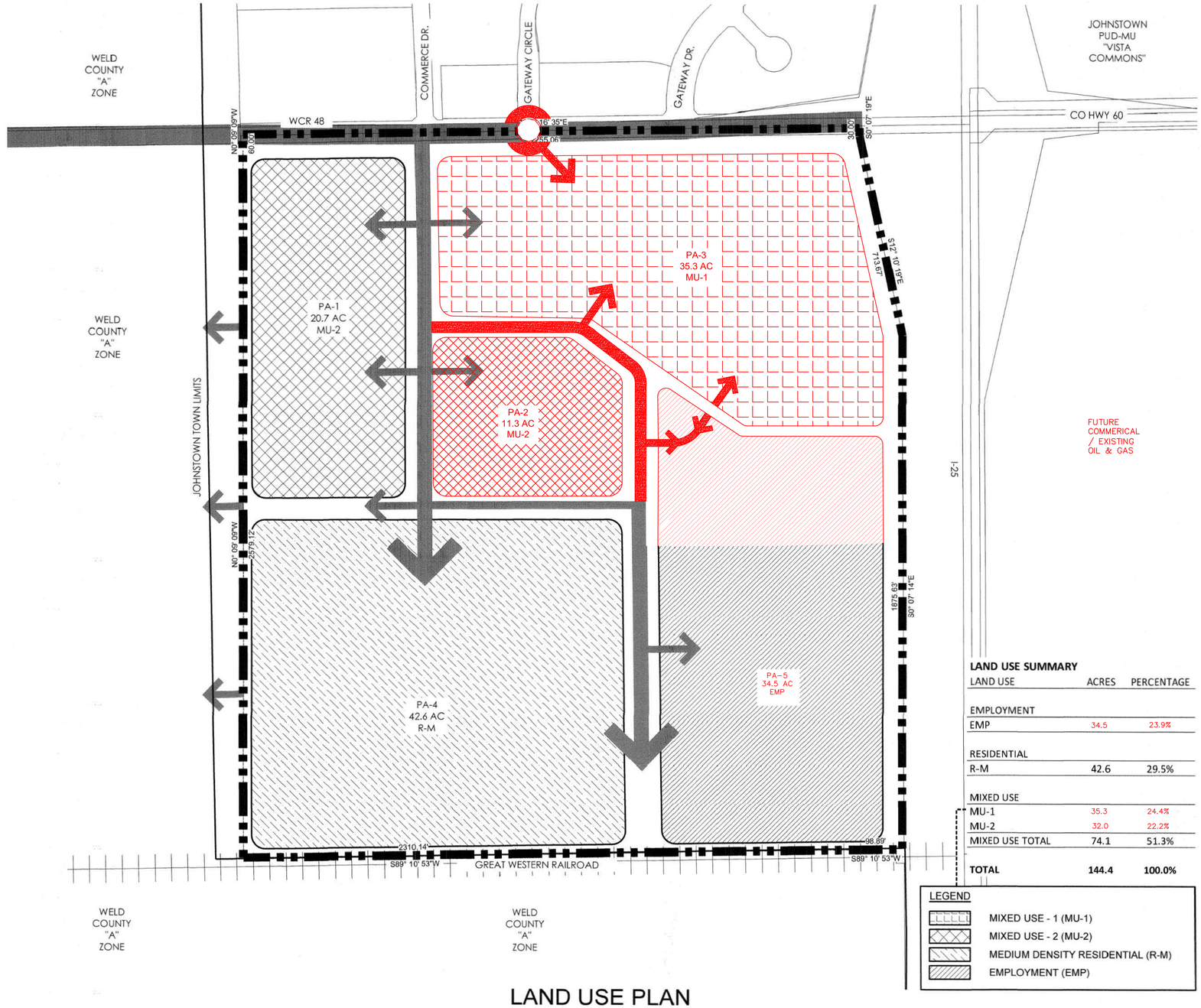
E. PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGES AND BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING AREA ACREAGES MAY CHANGE UP TO 30% WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SUCH CHANGES WILL RESULT IN CORRESPONDING CHANGES TO THE MAX SQ. FT./AREA OR MAX UNITS/AREA SHOWN IN THE PLANNING AREA SUMMARY.

IF PLANNING AREA CHANGES ARE MADE, ALL STREET CLASSIFICATIONS (AS SHOWN ON SHEET 6) ARE SUBJECT TO CHANGE.

F. MAXIMUM COMMERCIAL SQUARE FOOTAGE PER AREA

TRANSFER(S) OF COMMERCIAL SQUARE FOOTAGE FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF SQUARE FOOTAGE MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX SQ. FT. PER AREA) MAY BE PERMITTED WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SQUARE FOOTAGE TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE OVERALL PUD COMMERCIAL SQUARE FOOTAGE EXCEED 700,000 SQUARE FEET WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.



LAND USE PLAN

LAND USE SUMMARY

LAND USE	ACRES	PERCENTAGE
EMPLOYMENT		
EMP	34.5	23.9%
RESIDENTIAL		
R-M	42.6	29.5%
MIXED USE		
MU-1	35.3	24.4%
MU-2	32.0	22.2%
MIXED USE TOTAL	74.1	51.3%
TOTAL	**144.4**	**100.0%**

LEGEND
- MIXED USE - 1 (MU-1)
- MIXED USE - 2 (MU-2)
- MEDIUM DENSITY RESIDENTIAL (R-M)
- EMPLOYMENT (EMP)

PLANNING AREA SUMMARY

PLANNING AREA	LAND USE	APPROX. ACRES	COMMERCIAL MAX SQ.FT./AREA	RESIDENTIAL MIN. DU /ACRE	RESIDENTIAL MAX. DU /ACRE	RESIDENTIAL MAX UNITS/AREA
PA-1	MIXED USE-2	20.7	270508.00	3	15	311
PA-2	MIXED USE-2	11.3	147668.00	3	15	170
PA-3	MIXED USE-1	35.3	461301.00			243
PA-4	MEDIUM DENSITY RESIDENTIAL	42.6		3	6	256
PA-5	EMPLOYMENT	34.5	450846.00			

DENSITY TRANSFER TRACKING CHART

PLANNING AREA	APPROVED DENSITY PRIOR TO TRANSFER: ACRES	APPROVED DENSITY PRIOR TO TRANSFER: RESIDENTIAL UNITS	APPROVED DENSITY AFTER TRANSFER: DENSITY TRANSFER	APPROVED DENSITY AFTER TRANSFER: RESIDENTIAL UNITS
X				
Y				
Z				
TOTAL				

Scale: 1"= 200'-0"
0 100 200 400
N

ODP REVISION 02/23/2021

Kimley»Horn
terracina design 10200 E. Girard Ave, Ste A-314 Denver, CO 80231 ph: 303.632.8867
PLATTE LAND & WATER, LLC
CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	JM

WELTY RIDGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
LAND USE PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET 2 OF 12

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OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
AGRICULTURAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Agriculture or Ranch Use	Agriculture	X	X	X	X
	Community Gardens	X	X	X	X
Accessory Structures	Accessory Structures for Agriculture/ Ranching Operations	X	X	X	X
Animals / Livestock	Farm or Ranch Animal Center*	C	-	C	-
	Rodeos*	-	-	C	-
	Commercial Stables*	-	-	C	-
	Private Stables*	-	-	C	-
Horticulture and Nurseries	Outdoor Nursery / Tree Production	C	-	X	-
	Greenhouse/nursery/tree production	C	-	X	-
Markets	Farmers Markets	X	X	X	C
COMMERCIAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Animal Services	Animal boarding (indoor) and training**	C	C	C	C
	Veterinary offices or clinics	X	X	X	-
Vehicle Parking	Vehicle parking lot	A	A	C	A
	Private park & ride lot, car pool lot or equivalent	X	X	X	-
Building Materials & Services (Retail)	Landscape equipment, hardscape materials (with outdoor storage)	C	-	C	-
Eating and Drinking Establishments	Bar, Tavern/Pub, Beer Tasting/Tap Room	X	X	X	-
	Catering services	X	X	X	-
	Restaurant with or without drive-thru / up	X	X	X	-
Office	Business or professional office (including medical / dental office / clinics)	X	X	X	-
	Call Centers	X	-	X	-
	Courier services	X	X	X	-
	Home Occupations	X	X	-	A
	Temporary Construction offices	X	X	X	X
	Temporary Sales Offices	X	X	X	X
Personal Services	Instructional services, studios, photography, salons/spas	X	X	X	-

*ANIMAL/LIVESTOCK USES ARE CONDITIONAL USES IF WITHIN 250 FEET OF A RESIDENTIAL USE, BUT ARE PERMITTED USE-BY-RIGHT OUTSIDE OF THE 250 FOOT LIMIT FROM RESIDENTIAL USES.
**ANIMAL BOARDING AND TRAINING IS A CONDITIONAL USE IF WITHIN 250 FEET OF A RESIDENTIAL USE, BUT IS A PERMITTED USE-BY-RIGHT OUTSIDE OF THE 250 FOOT LIMIT FROM RESIDENTIAL USES.

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
COMMERCIAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Recreation / Amusement Facilities	Permanent or Seasonal Amusement Parks	C	-	X	-
	Entertainment - Indoor	X	X	X	-
	Entertainment - Outdoor	X	X	X	-
	Movie theaters or Drive-in Theater	C	-	X	-
	Health clubs	X	X	X	-
	Parks and dog parks	X	X	X	X
	Public and Private Golf Courses and Related Facilities	X	X	X	X
	Outdoor Skateboard Parks	X	X	X	C
	Community / Neighborhood Recreation Center	X	X	X	X
	Small Theaters (Outdoor Performances)	X	X	X	X
Retail	Convenience store / grocery store *** (with or without gas)	X	X	X	-
	Ground floor retail with office or residential on upper levels	X	X	-	-
	Retail	X	X	X	-
Repair Services (Not Including Vehicles)	Furniture or major household appliance or electronics repair	X	-	X	-
	Machinery, excluding truck trailers, heavy equipment, and farm machinery	-	-	X	-
Vehicle / Equipment Sales and Services	Vehicle rentals with lot	C	-	C	-
	Auto Sales and Repair (equal to or less than 4 repair bays)	X	-	X	-
	Auto Sales and Repair (more than 4 repair bays)	C	-	X	-
	Car Wash	X	X	X	-
	RV's, Trailer, Camper, and Limited Equipment (U-Haul type business) rentals	C	-	C	-
	Major vehicle/equipment repair with outdoor storage (includes auto body repair, paint shops, and incidental sales of parts)	-	-	C	-
	Major vehicle/equipment repair without outdoor storage (includes auto body repair, paint shops, and incidental sales of parts)	-	-	X	-
	Motor vehicle dealer / sales, new and used RV's, trailers, and campers)	C	-	C	-
	Automotive service stations	X	X	X	-
Visitor Accommodations	Hotel or motel lodging establishments	X	X	X	-
	Overnight Campground with RV parking	C	-	C	-

*** the 5,000 SF limitation has been removed in the convenience store/gas station land use table

LEGEND

X PRINCIPAL PERMITTED USE
A ACCESSORY USE
\- EXCLUDED USE
C CONDITIONAL USE

LAND USE

MIXED USE 1 (MU-1)
MIXED USE 2 (MU-2)
MEDIUM DENSITY RESIDENTIAL (R-M)
EMPLOYMENT (EMP)

MIXED USE 1 (MU-1): PREDOMINANTLY A LARGE COMMERCIAL/LIGHT INDUSTRIAL FOCUS. THIS ZONE ALLOWS FOR LIGHT INDUSTRIAL AND WAREHOUSING USES ALONG WITH COMMERCIAL AND MULTI-FAMILY USES.

MIXED USE 2 (MU-2): PREDOMINANTLY A NEIGHBORHOOD COMMERCIAL / RESIDENTIAL FOCUS. THIS ZONE PRIMARILY ALLOWS FOR COMMERCIAL USES ALONG WITH HIGH DENSITY RESIDENTIAL.

MEDIUM DENSITY RESIDENTIAL (R-M): THE INTENT IS TO ALLOW FOR SINGLE FAMILY DETACHED HOMES AND SINGLE FAMILY ATTACHED HOMES.

EMPLOYMENT (EMP): THE INTENT IS TO PROVIDE AREAS THAT WILL SERVE AS AN EMPLOYMENT CENTER OR OFFICE PARK THAT CAN ACCOMMODATE BUT NOT LIMITED TO CORPORATE CAMPUS, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, OFFICE/FLEX, RETAIL, COMMERCIAL, WAREHOUSE AND DISTRIBUTION.

DEFINITIONS:

1. LIGHT INDUSTRIAL - LABOR-INTENSIVE OPERATIONS THAT TYPICALLY PRODUCE PRODUCTS THAT ARE TARGETED TOWARD END CONSUMERS RATHER THAN OTHER BUSINESSES (I.E. CONSUMER ELECTRONICS, CLOTHING MANUFACTURING, ETC.)
2. CLUSTER HOMES - ANY RESIDENTIAL GROUPING OF AT LEAST TWO HOMES WHICH ACCESS OFF A COMMON/SHARED DRIVE OR ALLEY.
3. MOTOR COURT - A TYPE OF CLUSTER HOME WITH A SHARED DRIVEWAY IN WHICH SOME OR ALL FRONT DOORS ACCESS OFF SHARED DRIVEWAY.
4. GREEN COURT - A TYPE OF CLUSTER HOME WITH SHARED DRIVEWAY AND COMMON OPEN AREA.
5. OPEN AREA - A PRIVATELY OR PUBLICLY OWNED AND MAINTAINED LAND AREA OR BODY OF WATER OR BOTH WITHIN A DEVELOPMENT UPON WHICH THERE ARE NO STRUCTURES, PARKING AREAS, OR DRIVEWAYS. OPEN AREA MAY BE A LANDSCAPED AREA, PLAZA, RECREATIONAL AREA, SIDEWALKS, OR SUCH OTHER AREAS. LANDSCAPE AND WALKS LOCATED IN RIGHT-OF-WAY CAN NOT BE COUNTED TOWARDS OPEN AREA REQUIREMENT.
6. USABLE OPEN AREA - A PARCEL OF LAND OWNED AND MAINTAINED BY A TOWN, METRO DISTRICT, OR HOME OWNERS' ASSOCIATION WHICH MEETS THE CRITERIA OF OPEN AREA AND IS PROGRAMMED AS AN ACTIVE OR PASSIVE AREA IN WHICH RESIDENTS CAN UTILIZE THE SPACE FOR, BUT IS NOT LIMITED TO, SEATING, SPORTS, PARKS, TRAILS, OR GARDENS.
7. A LIVE/WORK UNIT IS DEFINED AS A SINGLE UNIT CONSISTING OF BOTH A COMMERCIAL/OFFICE AND A RESIDENTIAL (PRIMARY DWELLING) COMPONENT THAT IS OCCUPIED BY THE SAME RESIDENT.

ODP_REVISION_02/23/2021

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
LAND USE MATRIX

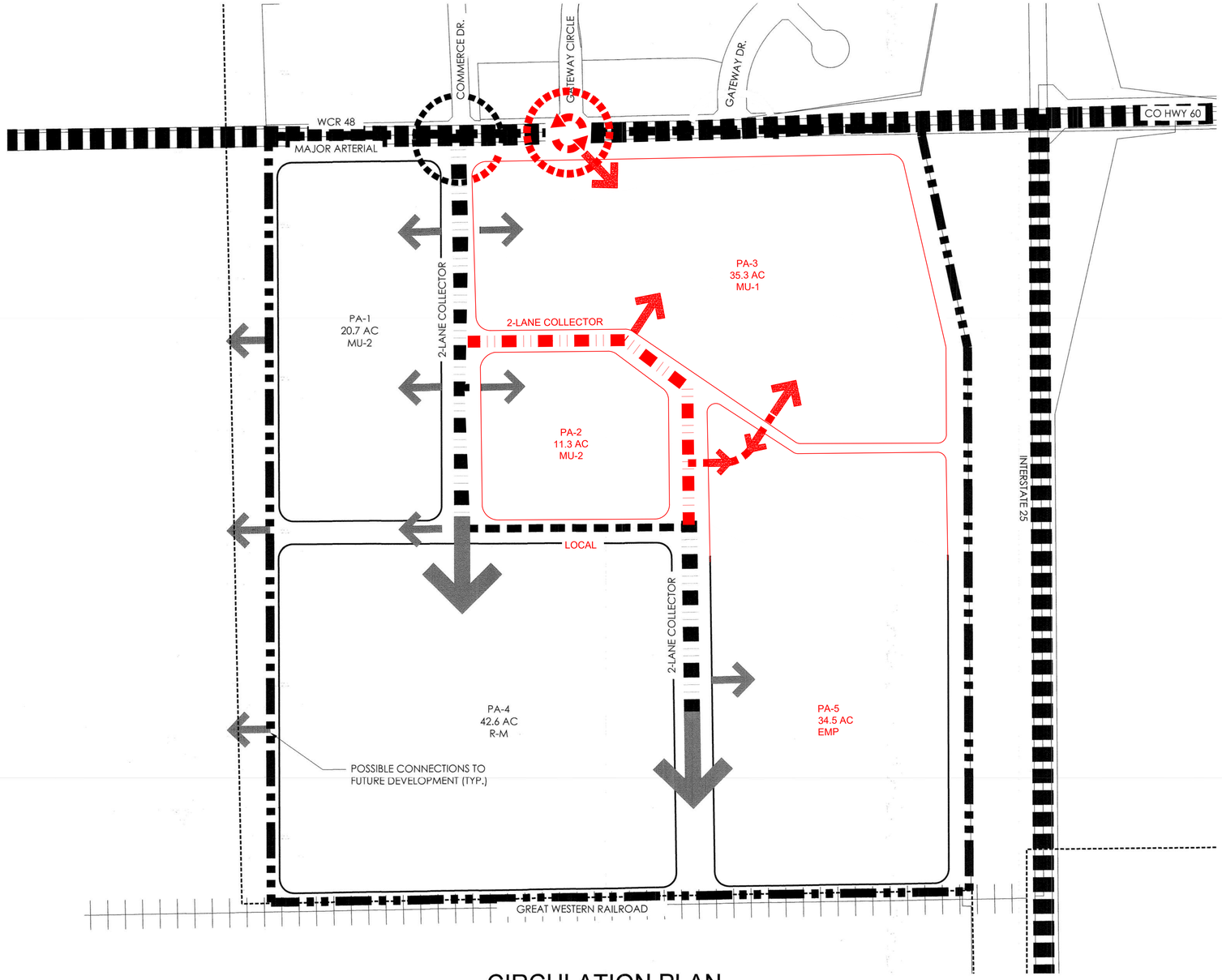
DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
3 OF 12

1/29/2020 10:22 AM - P:\PLATTE LAND & WATER\GREAT PLAINS -WELTY\CAD\SUBMITTALS\WELTY ODP\WELTY-ODP-LAND-USE-PLAN.DWG

4575191 Pages: 5 of 12
03/16/2020 10:59 AM R Fee:$123.00
Carly Koonce, Clerk and Recorder, Weld County, CO

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE
LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



CIRCULATION PLAN

Scale: 1"= 200'-0"

0 100 200 400

N

LEGEND

- COLLECTOR (2-LANE & 4-LANE)
- MAJOR ARTERIAL/HIGHWAY
- LOCAL
- PROPOSED* FULL MOVEMENT INTERSECTION
- POTENTIAL ACCESS
- PROPOSED ROUNDABOUT

*DEPENDENT ON TRAFFIC IMPACT STUDY AT TIME OF INDIVIDUAL DEVELOPMENT APPROVALS

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ODP REVISION 02/25/2021

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CIRCULATION PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
5 OF 12

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4575191 Pages: 7 of 12
03/10/2020 10:59 AM R Fee:$123.00
Carly Koppes, Clerk and Recorder, Weld County, CO

Item #18.

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

OPEN AREA

A. FOR THE PURPOSES OF THIS PUD, "OPEN SPACE OR LANDSCAPE AREA" IS REFERRED TO AS "OPEN AREA."

B. OPEN AREA PROVIDED PER THE REQUIREMENTS OF THIS PUD WILL MEET ALL LANDSCAPE AREA, OPEN SPACE AREA, OR SIMILAR AREAS REQUIRED PER THE JOHNSTOWN CODE REQUIREMENTS.

C. SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA.

D. MULTI-FAMILY RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM OF 30% OPEN AREA.

E. COMMERCIAL AND LIGHT INDUSTRIAL DEVELOPMENT WILL REQUIRE A MINIMUM 20% OPEN AREA.

F. OPEN AREA REQUIREMENTS WILL BE CALCULATED ON A NET BASIS EXCLUDING PUBLIC RIGHT OF WAY.

G. LANDSCAPE BUFFERS AND DETENTION PONDS CAN COUNT TOWARDS OPEN AREA REQUIREMENT.OPEN AREA MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING A LARGER AND MORE FUNCTIONAL OPEN AREA) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE PLANNING AND DEVELOPER DIRECTOR. THE LOCATION(S) OF THE CUMULATIVELY GATHERED OPEN AREA SHALL BE DESIGNATED AT THE TIME OF EACH PRELIMINARY AND FINAL DEVELOPMENT PLAN THAT IS CONTRIBUTING TO THAT OPEN AREA.

H. OPEN SPACE LOCATED WITHIN A SINGLE FAMILY DETACHED OR SINGLE FAMILY ATTACHED LOT CAN NOT BE COUNTED TOWARDS OPEN AREA REQUIREMENT.

I. USABLE OPEN AREA CAN COUNT TOWARDS OPEN AREA REQUIREMENT.

USABLE OPEN AREA

A. WELTY RIDGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS.

B. USABLE OPEN AREA PROVIDED PER THE REQUIREMENTS OF THIS PUD WILL MEET ALL DEDICATED OPEN SPACE REQUIREMENTS PER THE JOHNSTOWN CODE.

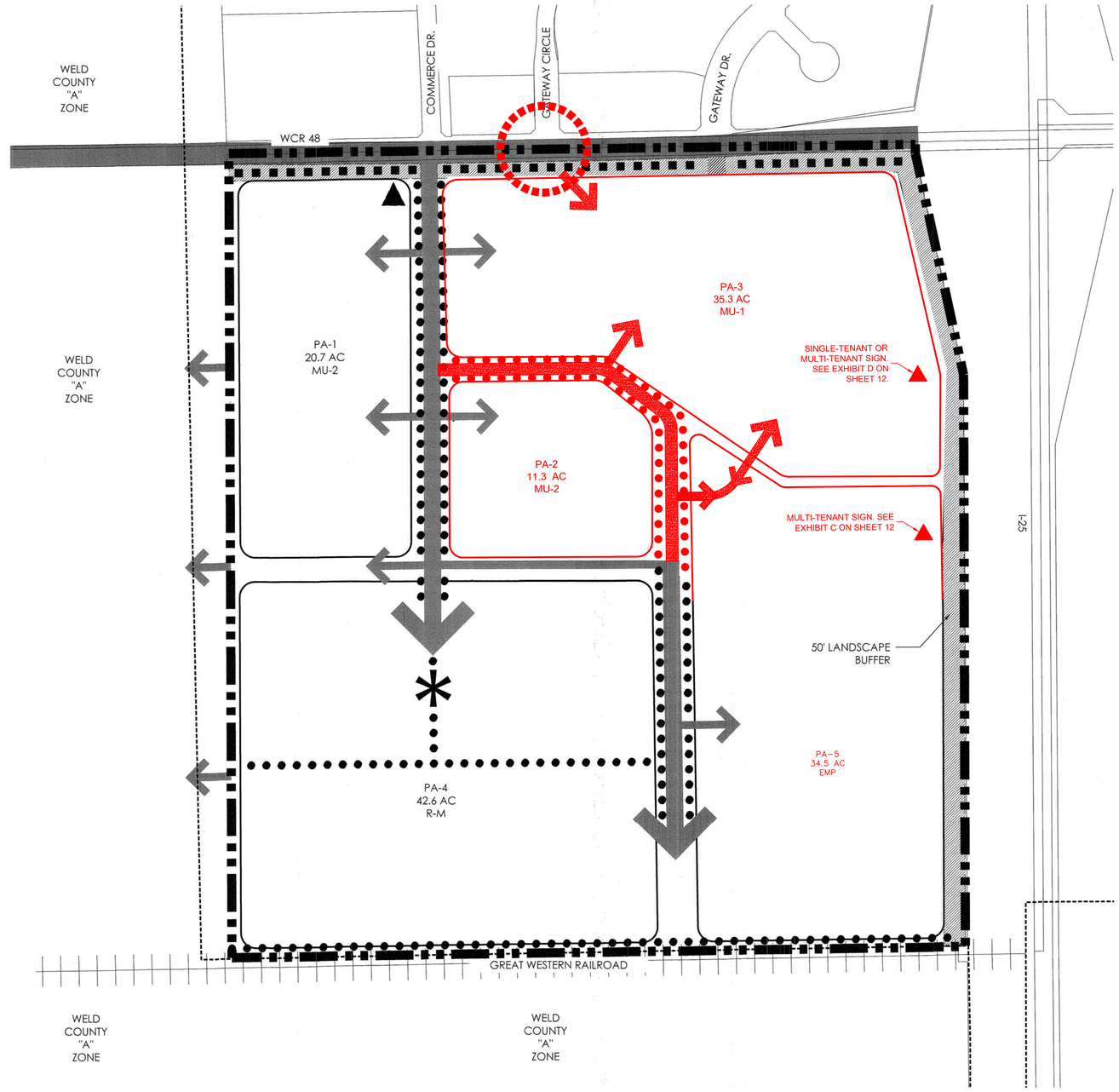
C. USABLE OPEN AREA MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING AT LARGER AND MORE FUNCTIONAL PARK OR SIMILAR USES) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR. THE LOCATION(S) OF THE CUMULATIVELY GATHERED USEABLE OPEN AREA SHALL BE DESIGNATED AT THE TIME OF EACH FINAL PLAT THAT IS CONTRIBUTING TO THAT AREA.

D. A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED.

E. USABLE OPEN AREA MAY OWNED BY THE TOWN, METRO DISTRICT, OR HOA. OWNERSHIP TO BE DETERMINED AT THE TIME OF PRELIMINARY AND FINAL DEVELOPMENT PLANS

F. WHERE PRACTICAL USABLE OPEN AREA SHOULD BE CONTIGUOUS.

G. DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS.



TRAILS & OPEN SPACE PLAN

LEGEND

- 5' PEDESTRIAN WALK
- 10' PEDESTRIAN WALK
- PARK
- PRIMARY MONUMENTATION
- LANDSCAPE BUFFER

Scale: 1"= 200'-0"

0 100 200 400

N

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
TRAILS & OPEN SPACE PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
7 OF 12

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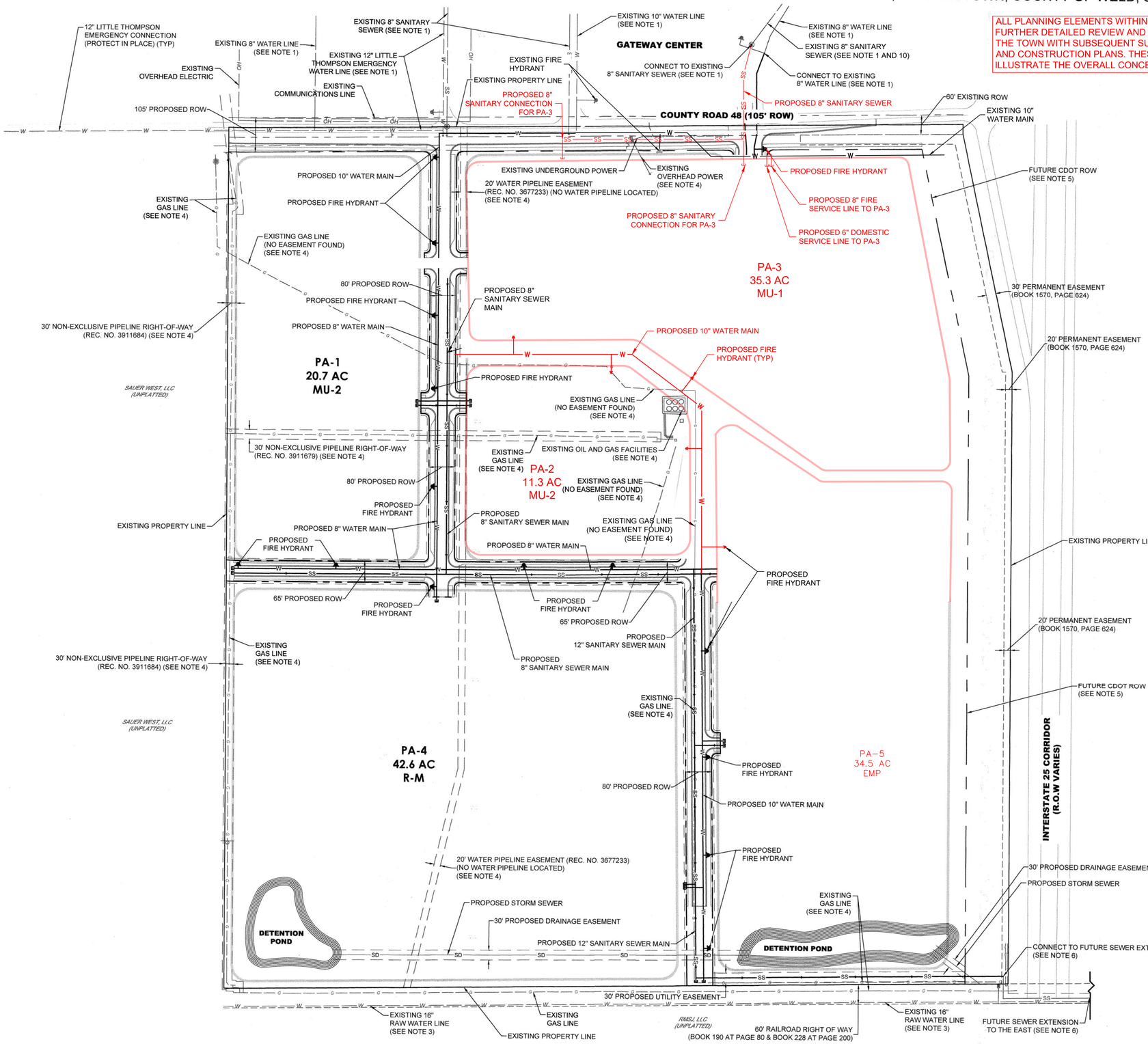
03/10/2020 10:59 AM R Fee:$123.00
Carly Koppes, Clerk and Recorder, Weld County, CO

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

ALL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE PLANS ARE INCLUDED TO ILLUSTRATE THE OVERALL CONCEPTS ONLY.



0 150' 300'
1 inch = 150 ft.

NOTES

1. THE SIZE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE AND BASED OFF THE BEST AVAILABLE INFORMATION WHEN SHOWN ON THESE DRAWINGS. EXACT LOCATION OF EXISTING UTILITIES AND TIE–IN POINTS SHALL BE DETERMINED/CONFIRMED DURING FINAL DESIGN. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNKNOWN UTILITIES.
2. UTILITY MAINS AND SERVICES ARE SHOWN SCHEMATICALLY AND FINAL PLAT AND CONSTRUCTION DOCUMENT PROCESS THROUGH THE TOWN OF JOHNSTOWN.
3. THE 16" RAW WATER LINE TO THE SOUTH OF THE WELTY RIDGE PROPERTY IS NON–POTABLE AND WILL NOT PROVIDE A LOOPED CONNECTION TO THE SITE.
4. EXISTING EASEMENTS AND UTILITIES IN CONFLICT WITH PROPOSED DESIGN SHALL BE VACATED AND REMOVED PRIOR TO CONSTRUCTION. EXACT LIMITS WILL BE DETERMINED DURING FINAL DESIGN.
5. APPROXIMATE ROW LIMITS BASED OFF PRELIMINARY DESIGNS PROVIDED BY CDOT. FINAL LOCATION WILL BE DETERMINED DURING THE FINAL DESIGN OF THE I–25 WIDENING PROJECT.
6. AN OFFSET SEWER MAIN IS REQUIRED TO BE CONSTRUCTED TO THE EAST THAT CONNECTS INTO THE EXISTING JOHNSTOWN SANITARY SEWER SYSTEM. SEWER LINE BELOW I–25 SHALL BE BORED AND PERMITTED WITH CDOT. EXACT SIZE AND LOCATION SHALL BE DETERMINED DURING FINAL DESIGN.
7. SEE SHEET 6 FOR ROADWAY CROSS SECTIONS.

LEGEND

- PROPERTY LINE
- PROPOSED ROW
- PROPOSED UTILITY EASEMENT
- PROPOSED LANDSCAPE BUFFER
- EXISTING ROW
- EXISTING SWALE
- EX. / PR. LIGHT POLE
- EX. / PR. SIGNS
- EX. POWER POLE
- TV — CABLE TV
- E — ELECTRIC & METER
- FO — FIBER OPTIC LINE & MH
- G — GAS LINE & METER
- IRR — IRRIGATION
- OH — OVERHEAD POWER
- T — TELEPHONE LINE & MH
- S — PROPOSED SANITARY MAIN W/ FLOW ARROW
- PROPOSED SANITARY STUB
- W — PROPOSED WATER MAIN
- FIRE HYDRANT ASSEMBLY
- PROPOSED WATER STUB
- SD — PROPOSED STORM SEWER
- PROPOSED CURB & GUTTER
- PLANNING AREA DELINEATION

ODP REVISION 02/23/2021

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CONCEPTUAL UTILITY PLAN

DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: KR

AMENDED

SHEET 8 OF 12

1/29/2020 1:58 PM X:\18-156 GREAT PLAINS\CADD\CIVIL\2 - WELTY RIDGE\WELTY RIDGE - ODP UTILITY PLAN.DWG

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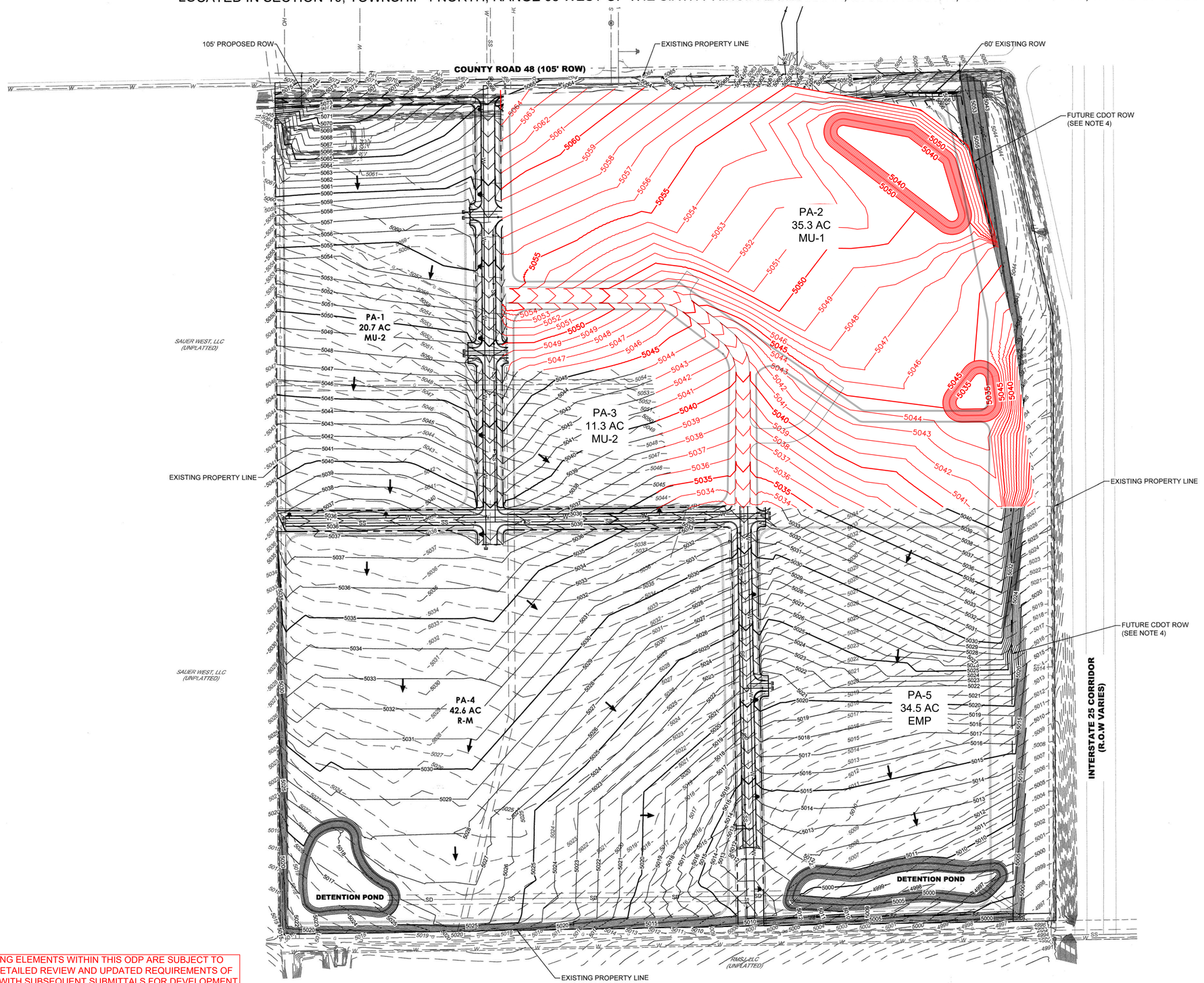
OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



NOTES

1. DETENTION POND SIZING AND LOCATIONS ARE CONCEPTUAL AND WILL BE DETERMINED DURING THE PLAT AND CONSTRUCTION DOCUMENT PROCESS THROUGH THE TOWN OF JOHNSTOWN.
2. THE TOPOGRAPHIC SURVEY AND BOUNDARY SHOWN ARE BASED ON THE FIELD SURVEY WORK OF PLS GROUP (PROJECT #18042.001). FIELD SURVEY WAS COMPLETED ON OR AROUND MAY 22, 2018.
3. SEE SHEET 6 FOR ROADWAY CROSS SECTIONS.
4. APPROXIMATE ROW LIMITS BASED OFF PRELIMINARY DESIGNS PROVIDED BY CDOT. FINAL LOCATION WILL BE DETERMINED DURING THE FINAL DESIGN OF THE I-25 WIDENING PROJECT.

LEGEND

- PROPERTY LINE
- PROPOSED CURB & GUTTER
- PROPOSED R.O.W.
- PROPOSED UTILITY EASEMENT
- PROPOSED LANDSCAPE BUFFER
- 5280 EXISTING MAJOR CONTOUR
- 5279 EXISTING MINOR CONTOUR
- 5280 PROPOSED MAJOR CONTOUR
- 5279 PROPOSED MINOR CONTOUR
- PLANNING AREA DELINEATION
- FLOW ARROW

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#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY GRADING PLAN

DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: KR

AMENDED

1/29/2020 1:53 PM X:\18-156 GREAT PLAINS\CADD\CIVIL\2 - WELTY RIDGE\WELTY RIDGE - ODP GRADING PLAN.DWG

OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DESIGN GUIDELINES

PART 1 - INTRODUCTION

1.1 STATEMENT OF INTENT

WELTY RIDGE IS A +/- 145 ACRE MASTER-PLANNED COMMUNITY LOCATED WEST OF INTERSTATE 25 IN THE SOUTHWEST CORNER OF THE I-25 & WCR48/SH-60. THIS MIXED USE PROJECT INCLUDES PARCELS DESIGNATED FOR MULTIPLE TYPES OF RESIDENTIAL, RETAIL, COMMERCIAL, LIGHT INDUSTRIAL AND OFFICE USES. THE OVERALL CHARACTER OF WELTY RIDGE MUST BE EVIDENT AND MAINTAINED TO ENSURE THE QUALITY AND COHESIVENESS DESIRED IN THIS EMERGING PART OF NORTHERN COLORADO. THE GUIDELINES WILL SERVE AS A DESIGN CONCEPT FOR ULTIMATE DESIGN AND DEVELOPMENT. HIGH QUALITY DEVELOPMENT IS ENCOURAGED ALONG THE INTERSTATE 25 CORRIDOR IN GENERAL. WELTY RIDGE WILL BE VISIBLE FROM THE INTERSTATE, AND ITS DEVELOPMENT WILL FORM A FIRST IMPRESSION OF THE COMMUNITY.

THE DESIGN GUIDELINES SHALL BE UTILIZED BY RESIDENTS, DEVELOPERS, ARCHITECTS, ENGINEERS AND PLANNERS FOR DESIGN AND CONSTRUCTION DIRECTION WITHIN THIS PUD. ALL DEVELOPMENTS WITHIN WELTY RIDGE ARE SUBJECT TO THE DESIGN GUIDELINES CONTAINED HEREIN. IN CASES WHERE THIS DOCUMENT IS SILENT, THE TOWN OF JOHNSTOWN STANDARDS AND REGULATIONS SHALL APPLY.

PART 2 - GENERAL DESIGN GUIDELINES

2.1 APPLICABILITY

THIS SECTION APPLIES TO ALL DEVELOPMENT WITHIN WELTY RIDGE AND PROVIDES GENERAL STANDARDS UPON WHICH THE SUBSEQUENT SECTIONS WILL BUILD TO PROVIDE GREATER CLARITY FOR SPECIFIC LAND USES. ALL GOVERNING LOCAL CODES, REGULATIONS, AND STATUTES ENFORCED BY THE TOWN OF JOHNSTOWN WILL APPLY.

2.2 LANDSCAPING

2.2.1 LANDSCAPE DESIGN PRINCIPLES

ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:

- DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS AND THE USE OF HERBICIDES AND PESTICIDES.
- DESIGN LANDSCAPES TO CREATE A NATURALIZED APPEARANCE. USE PLANT MATERIALS THAT ARE INDIGENOUS TO NORTHERN COLORADO WHERE POSSIBLE. ONLY USE INTRODUCED SPECIES IN ORDER TO ACHIEVE DESIGN OBJECTIVES THAT CANNOT BE ACHIEVED WITH THE USE OF NATIVE SPECIES.
- COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE AND WATER QUALITY IMPROVEMENT SYSTEMS.
- DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.

2.2.2 STREETSCAPE DESIGN

WELTY RIDGE ENTRIES WILL CONTAIN BOTH SIGNAGE AND LANDSCAPING THAT TIE INTO THE OVERALL STREETSCAPE DESIGN. THE LAND USE PLAN (SHEET 2) ILLUSTRATES THE MAJOR AND MINOR ENTRIES INTO THE SITE. IN ORDER TO CREATE AN APPROPRIATE LANDSCAPE CORRIDOR ALONG CR48, LARGE MASSES OF TREES AND SHRUBS ARE REQUIRED. THE RIGHT-OF-WAY (ROW) WILL BE PRIMARILY DROUGHT-TOLERANT TURF OR IRRIGATED NATIVE SEED. THIS TREATMENT WILL TRANSITION TO DRIFTS OF SHRUB/PERENNIAL BEDS AND TREE GROUPINGS THAT MEANDER FROM JUST INSIDE THE ROW TO THE EDGE OF LANDSCAPE BUFFERS AND BACK. THE GOAL IS TO AVOID A STRAIGHT-LINE TREATMENT AT THE EDGE OF THE ROW. WALKS WILL BE DETACHED AND MEANDER WITHIN THE ROW AND OUTSIDE OF THE ROW INTO THE LANDSCAPE BUFFER IF DESIRED. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION OR WILL BE CONSTRUCTED OF COLORED & STAMPED CONCRETE (SHEET 12, EXHIBIT A).

COLLECTOR & ARTERIAL STREETS:
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 SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS WELTY RIDGE APART. TREES AND PERENNIALS SHALL BE PLANTED WITHIN THE PUBLIC ROW, WHILE SHRUBS MAY BE PLANTED OUTSIDE THE PUBLIC ROW. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION OR WILL BE CONSTRUCTED OF COLORED & STAMPED CONCRETE.

ARTERIAL LANDSCAPE BUFFER:
A 30' AVERAGE LANDSCAPE BUFFER WILL BE PROVIDED ALONG WCR48 WITH A MINIMUM WIDTH OF 20'.

SIGHT DISTANCE LINES:
NO PLANTING OVER 30" IN HEIGHT SHALL OCCUR WITHIN A SIGHT DISTANCE LINES. REFER TO AASHTO REQUIREMENTS REGARDING SIGHT DISTANCE TRIANGLES.

2.3 PARKS, OPEN AREA, REGIONAL DETENTION AND NATURAL AREAS

THE DESIGN OF PARKS, OPEN AREA, DETENTION AND NATURAL AREAS SHALL MEET THE CRITERIA AS ESTABLISHED IN THE JOHNSTOWN/MILLIKEN PARKS, TRAILS, RECREATION AND OPEN SPACE PLAN. FINAL DEVELOPMENT PLANS MAY BE SUBMITTED IN STAGES BY PHASE. AS SUCH, THE OPEN AREA DESIGN, APPROVAL AND LANDSCAPE INSTALLATION WILL OCCUR AS THE LOTS DEVELOP.

2.4 SITE SIGNAGE

2.4.1 PURPOSE

THE OBJECTIVE OF THE WELTY RIDGE SIGNAGE PROGRAM IS TO HELP CREATE A UNIFIED IMAGE FOR THE COMMUNITY. THE WELTY RIDGE SIGNAGE PROGRAM SHALL ADHERE TO THE FOLLOWING:

1. ALL FREESTANDING SIGNAGE (EXCEPT FOR THE SIGN ON PA-3, EXHIBIT D ON SHEET 12) WITHIN THE DEVELOPMENT WILL BEAR THE STYLE AND LOGO OF WELTY RIDGE, 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.

2. BUILDING MOUNTED SIGNS ARE REGULATED BY LIMITING SIZE. HOWEVER, TENANT LOGOS AND GRAPHICS ARE ALLOWED.

3. NO BLINKING LIGHT SIGNAGE WILL BE ALLOWED

4. ONE MULTI-TENANT FREESTANDING SIGN SHALL BE ALLOWED ON I-25 WITH A MAXIMUM HEIGHT OF 45' (SHEET 12, EXHIBIT C)

5. ONE SINGLE-TENANT OR MULTI-TENANT SIGN SHALL BE ALLOWED IN PA-3 (SEE SHEET 12, EXHIBIT D).

2.5 FENCING & WALLS

CHAIN LINK IS ONLY ACCEPTABLE IN THE "EMP" AREA BY INDUSTRIAL USES AND MUST BE VINYL COATED. CHAIN LINK IS NOT PERMITTED WITH ANY OTHER USE. OTHER FENCING MATERIALS SUCH AS SIMULATED WROUGHT 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 PRIMARY BUILDING ARCHITECTURE.

2.6 DRIVE-THROUGH FACILITIES

DRIVE-THROUGH FACILITIES ARE A CONVENIENT SERVICE; HOWEVER, THEY CAN CREATE BARRIERS TO PEDESTRIAN MOVEMENT AND PRESENT AN UNATTRACTIVE APPEARANCE UNLESS THEY ARE THOUGHTFULLY DESIGNED AND LOCATED.

DRIVE THROUGH WINDOWS, MENU BOARDS AND STACKING AREAS SHALL BE SUBJECT TO THE SAME SETBACK AND SCREENING REQUIREMENTS AS PARKING LOTS.

PART 3 - RESIDENTIAL DISTRICTS

THESE STANDARDS REPRESENT MINIMUM ARCHITECTURE AND DEVELOPMENT STANDARDS FOR THE RESIDENTIAL DISTRICTS IN AN EFFORT TO CREATE A COHESIVE OVERALL WELTY RIDGE DEVELOPMENT ACROSS MULTIPLE BUILDERS AND PRODUCTS. ADDITIONAL ARCHITECTURAL STANDARDS MAY BE INCLUDED AS MORE DETAILED PRELIMINARY AND FINAL DEVELOPMENT PLANS ARE CREATED FOR EACH PLANNING AREA, PHASE, AND/OR RESIDENTIAL PRODUCT.

3.1 SINGLE FAMILY ATTACHED AND DETACHED ARCHITECTURAL STANDARDS

3.1.1 APPLICABILITY

ALL SINGLE-FAMILY DETACHED AND ATTACHED DWELLINGS SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DEVELOPMENT STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE REQUIREMENTS.

3.1.2 EXTERIOR CHANGES

EXTERIOR MATERIAL CHANGES SHOULD OCCUR AT CHANGES IN THE PLANE OF THE BUILDING, NOT EXCLUSIVELY AT THE OUTSIDE CORNERS.

3.1.3 GARAGES

ALL SINGLE FAMILY DETACHED HOMES SHALL INCLUDE A MINIMUM 2-CAR GARAGE, EITHER ATTACHED OR DETACHED, AS PART OF THE NEW CONSTRUCTION OR PLACEMENT.

3.1.4 PRODUCT VARIATION

APPLICABILITY:
THE FOLLOWING HOUSING MODEL VARIETY STANDARDS SHALL APPLY TO ALL NEW RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS. THESE STANDARDS ARE INTENDED TO PREVENT MONOTONOUS STREETSCAPES AND OFFER CONSUMERS A WIDE CHOICE OF HOUSING STYLES.

EACH HOUSING MODEL SHALL PROVIDE AND EXHIBIT AT LEAST THREE FEATURES THAT CLEARLY AND OBVIOUSLY DISTINGUISH THEM FROM OTHER HOUSING MODELS. THESE FEATURES CAN INCLUDE ANY OF THE FOLLOWING:

1. BUILDING MASS - BUILDING MASS IS CONSIDERED TO BE THE OUTLINE OF THE STRUCTURE. THIS IS DETERMINED BY THE HEIGHT, WIDTH, AND DEPTH OF THE STRUCTURE.
2. BUILDING FORM - BUILDING FORM IS CONSIDERED TO BE THE STYLE OF THE HOME, INCLUDING RANCH, TRI-LEVEL OR TWO-STORY STRUCTURES.
3. ROOF TYPE - ROOF TYPES CONSIST OF MANSARD, HIP, GAMBREL, GABLE, AND FRONT-TO-BACK (SHED STYLE). DIFFERENTIATION MAY ALSO BE ACHIEVED THROUGH THE USE OF ROOF DORMERS, GABLES, AND HIPS. FLAT OR A-FRAMES ROOFS SHOULD BE AVOIDED UNLESS APPROPRIATE TO THE ARCHITECTURAL STYLE.
4. WINDOWS AND DOORS - THE VERTICAL OR HORIZONTAL VARIATION IN THE PLACEMENT OF AT LEAST TWO WINDOWS AND/OR DOORS ON THE FRONT FACADE ELEVATION OR WINDOW SHAPES THAT ARE SUBSTANTIALLY DIFFERENT. THIS STANDARD ALSO APPLIES TO ANY ELEVATION FACING A STREET, OPEN SPACE OR PUBLIC / PRIVATE PARK.
5. THE USE OF AT LEAST TWO DIFFERENT MATERIALS ON THE FRONT FACADE ELEVATION.
6. GARAGES. VARIATION IN THE LOCATION AND/OR PROPORTION OF GARAGES AND GARAGE DOORS, SUCH AS ALLEY-LOADED GARAGES, SIDE-LOADED GARAGES, ETC. (2-CAR GARAGE VS. 3-CAR GARAGE OF THE SAME ELEVATION DO NOT MEET THE INTENT).
7. VARIATIONS IN THE LOCATION, WIDTH, AND PROPORTION OF FRONT PORCHES (MIN. SIZE 6'x6").
8. MINOR COSMETIC CHANGES SUCH AS DIFFERENT PAINT COLOR, REVERSING OR CREATING MIRRORED IMAGES OF THE EXTERIOR ARCHITECTURAL ELEVATIONS, SHUTTERS, DECORATIVE BRACKETS, OR USING DIFFERENT BRICK OR STONE COLOR SHALL NOT MEET THE INTENT OF THIS SECTION.

THE SAME HOUSING MODEL WITH THE IDENTICAL STREET ELEVATION DESIGN (OR NEARLY IDENTICAL) SHALL NOT BE PLACED LESS THAN THREE AWAY OR DIRECTLY ACROSS THE STREET FROM ONE ANOTHER. "ACROSS THE STREET" IS DEFINED AS LOTS THAT OVERLAP EACH OTHER WHEN THE SIDE LOT LINES ARE EXTENDED ACROSS THE STREET TO THE OPPOSITE LOT. THE SAME HOUSING MODEL USED AT THE END OF ONE BLOCK SHALL NOT BE REPEATED ON THE FIRST LOT OF THE NEIGHBORING BLOCK.

IDENTICAL OR NEARLY IDENTICAL STREET ELEVATION DESIGN MEANS LITTLE OR NO VARIATION IN THE ARTICULATION OF THE FAÇADE, HEIGHT OR WIDTH OF THE FAÇADE, PLACEMENT OF THE PRIMARY ENTRANCES, PORCHES, NUMBER AND PLACEMENT OF WINDOWS, AND OTHER MAJOR ARCHITECTURAL FEATURES.

3.2 CLUSTERED SINGLE FAMILY RESIDENTIAL ARCHITECTURAL STANDARDS

3.2.1 GENERAL

CLUSTER HOMES ADJACENT TO A PUBLIC STREET AND LOCATED ON A MOTOR COURT OR GREEN COURT SHALL HAVE A SIDE FACING GARAGE. THE GARAGE SHALL FACE THE MOTOR COURT OR SHARED DRIVE NOT THE PUBLIC STREET (SHEET 12, EXHIBIT B).

3.2.2 ACCESS

IF FOUR OR FEWER UNITS ACCESS FROM A SHARED DRIVE, THE MINIMUM DRIVE WIDTH IS 16 FEET (SEE CLUSTER HOME EXAMPLE B - MOTOR COURT ON SHEET 10). IF 5 OR MORE UNITS ACCESS OFF A COMMON DRIVE THE MINIMUM DRIVE WIDTH IS 23 FEET (SEE CLUSTER HOME EXAMPLE A - GREEN COURT ON SHEET 10).

GARAGES FACING ONTO SHARED DRIVES MUST HAVE A MINIMUM FACE TO FACE SEPARATION OF 30 FEET.

3.1.3 FACADES

EXTERIOR FACADES SHALL COMPLY WITH THE CURRENT STANDARDS AND DESIGN GUIDELINES EXCEPT AS FOLLOWS:

IN ORDER TO BE CONSIDERED A DISTINCT ELEVATION, EACH ELEVATION SHALL INCORPORATE AT LEAST THREE OF THE FOLLOWING:

1. PLACEMENT OF WINDOWS ON THE FRONT FAÇADE ELEVATION INCLUDE AT LEAST A TWO-FOOT VERTICAL OR HORIZONTAL VARIATION IN SIZE OR LOCATION.
2. THE USE OF DIFFERENT MATERIALS OR VARIATIONS OF THE SAME MATERIAL ON THE FRONT FAÇADE ELEVATION.
3. VARIATIONS IN FRONT PLANE.
4. VARIATION IN ROOF TYPE, GABLE AND HIP.

NO MORE THAN TWO (2) OF THE SAME MODEL ELEVATIONS ARE PERMITTED WITHIN A MOTOR OR GREEN COURT. IF TWO MODEL ELEVATIONS ARE LOCATED WITHIN THE SAME MOTOR COURT THEY MUST USE DIFFERENT COLORS OR MATERIALS.

NO HOME MODEL ELEVATION SHALL BE REPEATED DIRECTLY ACROSS ANY STREET. THIS APPLIES TO STREET SIDE HOMES ONLY. THIS DOES NOT APPLY TO UNITS LOCATED INTERIOR TO THE MOTOR COURT OR GREEN COURT.

ALL "STREET SIDE CLUSTER HOMES" SHALL MEET THE FOLLOWING:

1. THE FRONT FAÇADE OF THE HOME INCORPORATES A COVERED PORCH.

3.3 MULTI-FAMILY RESIDENTIAL ARCHITECTURAL STANDARDS

3.3.1 BUILDING DESIGN

THE ARCHITECTURAL DESIGN APPROACH SHALL EMPHASIZE COMPATIBILITY WITH EXISTING DEVELOPMENT AND SITE DESIGN.

THE DESIGN OF NEW STRUCTURES IN OR ADJACENT TO EXISTING DEVELOPED AREAS SHALL BE COMPATIBLE WITH, OR AN UPGRADE TO, THE ESTABLISHED ARCHITECTURAL CHARACTER OF SUCH AREAS. COMPATIBILITY MAY BE ACHIEVED THROUGH TECHNIQUES SUCH AS:

1. REPETITION OF ROOF LINES.
2. USE OF SIMILAR PROPORTIONS IN BUILDING MASS AND OUTDOOR SPACES.
3. SIMILAR RELATIONSHIPS TO THE STREET.
4. SIMILAR WINDOWS AND DOOR PATTERNS.
5. BUILDING MATERIALS WITH SIMILAR COLORS AND TEXTURES.

TREAT ALL SIDES WITH SIMILAR MATERIALS. MULTI-FAMILY BUILDING FACADES SHALL BE ARTICULATED WITH PORCHES, BALCONIES, BAYS OR OTHER OFFSETS.

ACCESSORY BUILDINGS SHOULD BE SIMILAR IN CHARACTER AND MATERIALS AS PRIMARY BUILDINGS.

3.3.2 FACADES

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:

1. CHANGE IN PLANE.
2. CHANGE IN COLOR, TEXTURE OR PATTERN, MATERIAL.
3. WINDOWS.
4. 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 20% OF THE LENGTH OF THE FACADE.

3.3.3 BUILDING ENTRANCES

PRIMARY BUILDING ENTRANCES SHALL BE CLEARLY DEFINED AND PROVIDE SHELTER, AND INCLUDE A MINIMUM OF TWO (2) OF THE FOLLOWING:

1. CANOPY, ARCADE OR PORTICO.
2. OVERHANG OR RECESS.
3. RAISED CORNICED PARAPET.
4. PEAKED ROOF OR ARCH.
5. ARCHITECTURAL DETAIL SUCH AS COLUMNS, TILE WORK, STONE OR MOLDINGS INTEGRATED INTO THE BUILDING STRUCTURE.
6. INTEGRAL PLANTERS OR WING WALLS THAT INCORPORATE LANDSCAPED AREAS AND/OR PLACES FOR SITTING.
7. SPECIAL LANDSCAPE OR SITE FEATURE(S).

3.3.4 ROOF AND TOP TREATMENTS

ROOFTOP MECHANICAL EQUIPMENT MUST BE NON-OBTRUSIVE, SCREENED FROM VIEW OR DESIGNED TO BE INTEGRAL COMPONENTS OF THE BUILDING.

THE AVERAGE PARAPET HEIGHT MAY NOT EXCEED 15% OF THE SUPPORTING WALL HEIGHT.

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.

ACCESSORY BUILDINGS SHALL BE OF THE SAME CHARACTER AND MATERIALS AS PRIMARY BUILDINGS.

ODP_REVISION 02/23/2021

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
DESIGN GUIDELINES

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
11 OF 12

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OUTLINE DEVELOPMENT PLAN AMENDMENT 1
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PART 4 - COMMERCIAL, OFFICE AND LIGHT INDUSTRIAL ARCHITECTURAL STANDARDS

4.1 GENERAL

THESE DESIGN STANDARDS APPLY TO THE CREATION OF AND IMPROVEMENTS TO HIGH VISIBILITY, NEIGHBORHOOD, COMMUNITY AND REGIONAL-SCALE COMMERCIAL AREAS. REQUIREMENTS APPLICABLE TO THE OVERALL NATURE OF THE PUD CAN BE FOUND IN THE GENERAL DESIGN GUIDELINES (PART 2) AND SHOULD BE VIEWED AS COMPLEMENTARY.

4.1.1 CONTEXT/SCALE

IN ORDER TO ACHIEVE COHESIVE DESIGNS WITHIN EACH AREA OF DEVELOPMENT, ATTENTION MUST BE PAID TO BUILDINGS AND FEATURES SURROUNDING THE PROPOSED IMPROVEMENT.

THE DESIGN OF BUILDINGS WHICH FACE PUBLIC STREETS, ADJACENT DEVELOPMENTS, OR CONNECTED PEDESTRIAN SPACES, SHALL EMPLOY, ALONG A MINIMUM OF FORTY (40) PERCENT OF THE FACADE, AT LEAST TWO OF THE FOLLOWING IN AN EFFORT TO FORM COHESIVE DEVELOPMENT, DEFINE THE SPACES, AND TO BRING A PEDESTRIAN SCALE TO THE FACADES. THIS REQUIREMENT IS FOR ALL ELEVATIONS (360◦ DESIGN)

1. SIMILAR WINDOWS AND PATTERNS
2. REPETITION OF ROOF LINES
3. SIMILAR BUILDING MATERIALS AND TEXTURES
4. SHADING DEVICES (INCLUDING ARCADES, AWNINGS AND ARBORS)
5. SIMILAR PROPORTIONS OF ELEMENTS

4.1.2 ARTICULATION

WALL DESIGN FOR ALL FACADES SHALL VARY AT LEAST EVERY FIFTY (50) HORIZONTAL FEET BY USE OF AT LEAST TWO (2) OF THE FOLLOWING:

1. CHANGES IN COLOR, TEXTURE, OR MATERIALS.
2. CHANGES IN WALL PLANE PROJECTIONS, REVEALS, ENTRANCES, AND RECESSES WITH A MINIMUM CHANGE OF ONE FOOT.
3. CHANGE IN GLAZING / CURTAIN WALL
4. VARIETY IN ROOFS: SUCH AS PITCH, HEIGHT, AND STYLE.
5. ENHANCED ARTICULATION ALONG PEDESTRIAN PATHS

4.1.3 BUILDING ENTRANCES

PUBLIC BUILDING ENTRANCES SHOULD BE CLEARLY DEFINED AND FEATURE AT LEAST TWO (2) OF THE FOLLOWING ELEMENTS:

1. CANOPIES OR PORTICOS
2. OVERHANGS OR RECESSES OR PROJECTIONS
3. ARCADES
4. ARCHES
5. DISPLAY WINDOWS ALONG SIDEWALKS
6. INTEGRAL PLANTERS OR WING WALLS WITH INCORPORATED LANDSCAPE AREAS AND/OR PLACES FOR SITTING
7. DISTINCTIVE ROOF FORMS
8. AWNINGS
9. COLUMNS, TILE WORK, MOLDINGS, AND STONE INTEGRATED INTO THE DESIGN OF THE BUILDING

4.1.4 MECHANICAL EQUIPMENT, LOADING AREA, AND OUTDOOR STORAGE

ALL LOADING DOCKS, ACCESSORY OUTDOOR STORAGE AND SERVICE YARDS SHALL BE LOCATED TO THE SIDE AND REAR YARDS OF BUILDINGS.

ALL OUTDOOR STORAGE YARDS, LOADING DOCKS, SERVICE AREAS AND MECHANICAL EQUIPMENT SHALL BE CONCEALED FROM VIEW FROM RESIDENTIAL USES AND PUBLIC ROW BY A COMBINATION OF SCREENS AND SCREENING MATERIAL (PLANTS) AT LEAST AS HIGH AS THE EQUIPMENT OR AREAS THEY HIDE. THEY SHALL BE DESIGNED WITH COLORS AND MATERIALS SIMILAR TO THOSE USED ON THE BUILDING ARCHITECTURE. PLANTS USED IN COMBINATION WITH SCREENS/FENCING SHALL BE EVERGREEN.

THE OUTDOOR STORAGE REQUIREMENT DOES NOT PROHIBIT THE USE OF THE EXTERIOR SALES SUCH AS GRILLS, FIRE-PITS, ETC. EXTERIOR SALE ITEMS SHALL NOT BE REQUIRED TO BE CONCEALED FROM VIEW.

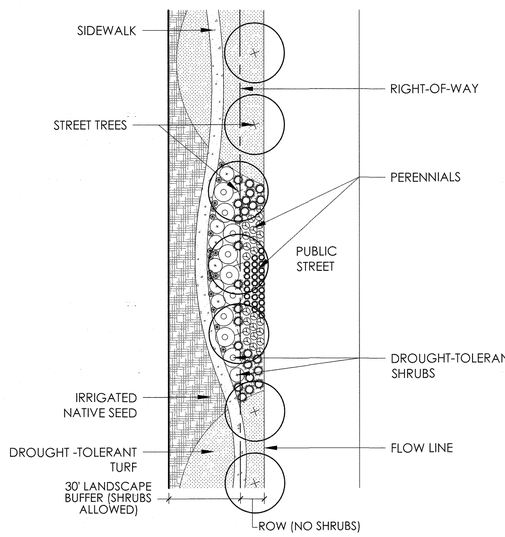
4.1.5 FENCES

ALL FENCING SHALL CONSIST OF WOODEN, STAKE, PARCEL PICKET, SPLIT RAIL, VINYL, WROUGHT IRON, AND/OR MASONRY. CHAIN LINK WILL ONLY BE ACCEPTED IN "EMP" AREAS FOR INDUSTRIAL USES.

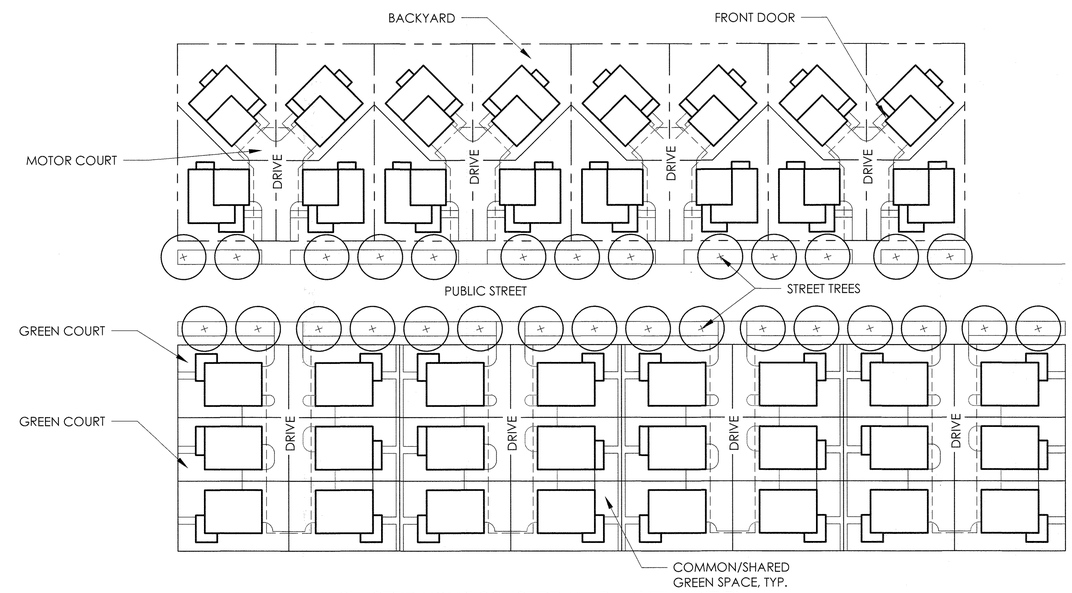
EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, BUFFER, AND ANCHOR MATERIALS.

4.1.6 RETAINING WALLS

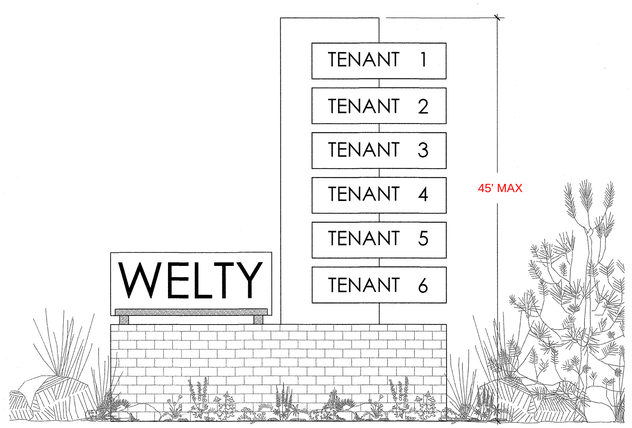
ANY PORTION OF CONCRETE OR MASONRY RETAINING WALLS VISIBLE FROM PUBLIC STREETS WILL BE COVERED WITH DECORATIVE MATERIALS SUCH AS STONE, BRICK OR STUCCO.



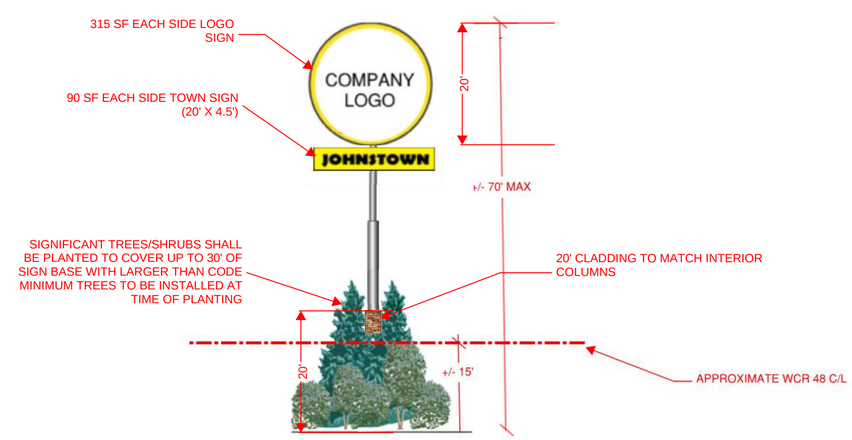
STREETSCAPE TYPICAL (EXHIBIT A)



CLUSTER HOME CONCEPTUAL PLAN (EXHIBIT B)



MULTI-TENANT HIGHWAY SIGN EXAMPLE (EXHIBIT C)



SINGLE-TENANT FREESTANDING SIGN EXAMPLE (EXHIBIT D)

Note: The proposed signage package for PA-3 shall be submitted as a master sign plan under separate cover

ODP REVISION 02/23/2021

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
DESIGN GUIDELINES

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

AMENDED
SHEET
12 OF 12

1/29/2020 10:22 AM, P:\PLATTE LAND & WATER\GREAT PLAINS -WELTY\CAD\SUBMITTALS\WELTY ODP\WELTY-ODP-DESIGN-GUIDELINES.DWG,

OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PROJECT INTENT

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE OVERLAY ZONING TO THE 140+ ACRE WELTY RIDGE PROPERTY. WELTY RIDGE IS ENVISIONED AS A MIXED USE DEVELOPMENT WHICH INCLUDES PLANNING AREAS DESIGNATED FOR RESIDENTIAL, RETAIL, COMMERCIAL, LIGHT INDUSTRIAL, AND OFFICE USES. THIS DOCUMENT WILL GUIDE THE OVERALL CHARACTER OF WELTY RIDGE TO ENSURE THE QUALITY AND COHESIVENESS DESIRED IN THIS EMERGING PART OF NORTHERN COLORADO.

LEGAL DESCRIPTION

THE NE ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN BOOK 1570 AT PAGE 620.

GENERAL NOTES

A. COMMERCIAL, OFFICE OR MULTI-FAMILY DEVELOPMENTS CAN OCCUPY THE SAME LOT, MIXED HORIZONTALLY OR VERTICALLY.

B. ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.

C. LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER-FORMULATED DESIGN STANDARDS MUST RECEIVE TOWN APPROVAL PRIOR TO IMPLEMENTATION.

D. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED IN WRITING BY PLANNING AND DEVELOPMENT DIRECTOR TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.

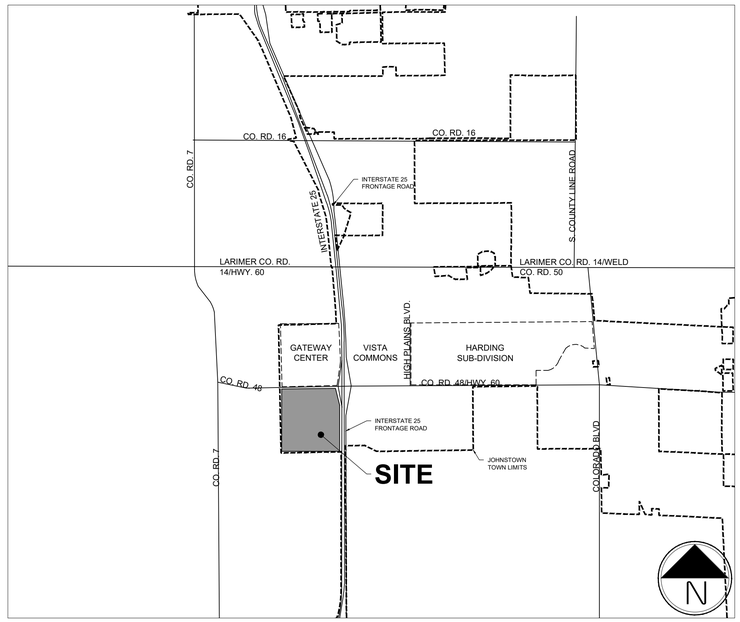
E. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.

DEVELOPMENT PHASING

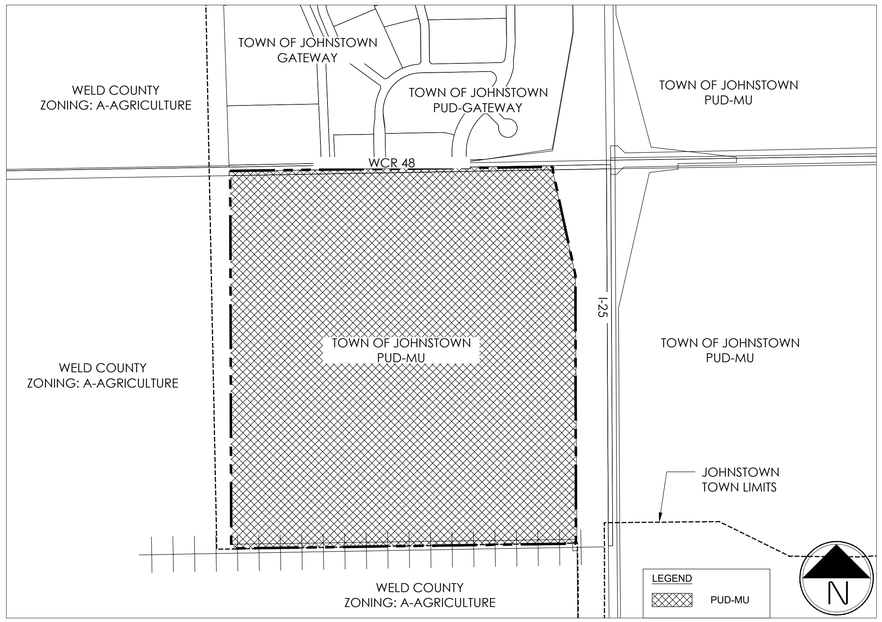
PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD - OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS - DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.



VICINITY MAP 1"=3000'



EXISTING ZONING 1"=500'

APPROVALS

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS WELTY RIDGE ODP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE 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

SHEET INDEX

1	COVER
2	LAND USE PLAN
3-4	LAND USE MATRIX
5	CIRCULATION PLAN
6	STREET SECTIONS
7	TRAILS & OPEN SPACE PLAN
8	CONCEPTUAL UTILITY PLAN
9	CONCEPTUAL GRADING PLAN
10	DEVELOPMENT STANDARDS
11-12	DESIGN GUIDELINES

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1.	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
COVER

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET 1 OF 12

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

A. INTRODUCTION

THE PURPOSE OF THIS SECTION IS TO ESTABLISH GENERAL PROVISIONS AND CLARIFY STANDARDS AND REQUIREMENTS FOR DEVELOPMENT WITHIN THE WELTY RIDGE PUD. DUE TO THE SIZE OF LAND AREA CONTAINED WITHIN THIS PUD AND THE CORRESPONDING LONG TERM BUILD OUT THAT IS ANTICIPATED, A RATHER BROAD RANGE OF DENSITIES AND/OR SQUARE FOOTAGES HAVE BEEN PROPOSED FOR EACH LAND USE PARCEL. THESE RANGES WILL ALLOW A VARIETY OF COMMERCIAL, LIGHT INDUSTRIAL, AND HOUSING PRODUCTS. IN ADDITION TO PROMOTING LAND USE AND DENSITY FLEXIBILITY, RANGES WILL ACCOMMODATE HOUSING PRODUCT, LAND PLANNING, MARKET AND TECHNOLOGICAL CHANGES INTO THE FUTURE. REFER TO THE PLANNING AREA SUMMARY FOR SPECIFIC DENSITIES AND SQUARE FOOTAGES.

B. DENSITY RANGES

RESIDENTIAL DENSITY RANGES ARE SPECIFIED WITHIN EACH ZONE AS LABELED ON THE LAND USE PLAN (REFER TO THE PLANNING AREA SUMMARY WITHIN THIS DOCUMENT FOR DENSITY RANGES). THE FINAL AVERAGE DENSITY OF A DEVELOPMENT PARCEL MUST BE WITHIN 10% THE SPECIFIED DENSITY RANGE INDICATED FOR THAT PLANNING AREA. THE FINAL AVERAGE DENSITY OF A PLANNING AREA SHALL BE BASED ON ALL RESIDENTIAL UNITS APPROVED THROUGH THE FINAL PLAT PROCESS WITHIN THE PLANNING AREA, WHETHER APPROVED AS A SINGLE PLAT OR AS MULTIPLE PLATS.

C. MAXIMUM RESIDENTIAL UNITS PER AREA

TRANSFER(S) OF RESIDENTIAL UNITS FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF UNITS MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX UNITS PER AREA) MAY BE PERMITTED BY THE DEVELOPER WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. UNIT TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE TOTAL RESIDENTIAL UNITS WITHIN THIS PUD EXCEED 850 WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.

D. RESIDENTIAL UNITS TRANFERS

ONCE A PLANNING AREA HAS BEEN FULLY PLATTED THROUGH THE FINAL PLAT PROCESS, ANY REMAINING RESIDENTIAL DENSITY/UNITS DESIGNATED ON THE PUD ZONE DOCUMENT WITHIN SAID PLANNING AREA SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT PLANNING AREAS.

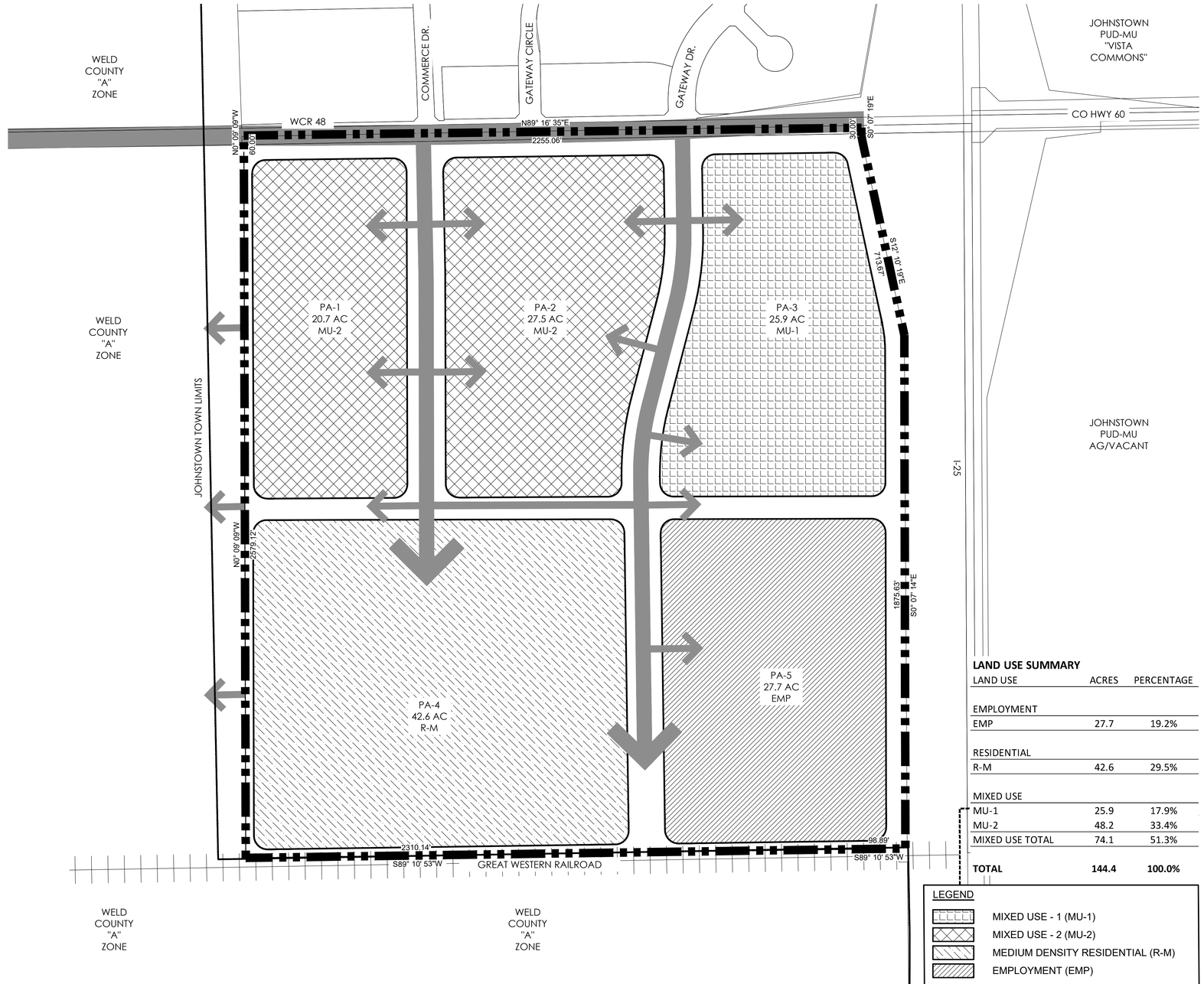
E. PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGES AND BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING AREA ACREAGES MAY CHANGE UP TO 30% WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SUCH CHANGES WILL RESULT IN CORRESPONDING CHANGES TO THE MAX SQ. FT./AREA OR MAX UNITS/AREA SHOWN IN THE PLANNING AREA SUMMARY.

IF PLANNING AREA CHANGES ARE MADE, ALL STREET CLASSIFICATIONS (AS SHOWN ON SHEET 6) ARE SUBJECT TO CHANGE.

F. MAXIMUM COMMERCIAL SQUARE FOOTAGE PER AREA

TRANSFER(S) OF COMMERCIAL SQUARE FOOTAGE FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF SQUARE FOOTAGE MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX SQ. FT. PER AREA) MAY BE PERMITTED WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SQUARE FOOTAGE TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE OVERALL PUD COMMERCIAL SQUARE FOOTAGE EXCEED 700,000 SQUARE FEET WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.



LAND USE SUMMARY

LAND USE	ACRES	PERCENTAGE
EMPLOYMENT		
EMP	27.7	19.2%
RESIDENTIAL		
R-M	42.6	29.5%
MIXED USE		
MU-1	25.9	17.9%
MU-2	48.2	33.4%
MIXED USE TOTAL	74.1	51.3%
TOTAL	**144.4**	**100.0%**

LEGEND
- MIXED USE - 1 (MU-1)
- MIXED USE - 2 (MU-2)
- MEDIUM DENSITY RESIDENTIAL (R-M)
- EMPLOYMENT (EMP)

LAND USE PLAN

PLANNING AREA SUMMARY

PLANNING AREA	LAND USE	APPROX. ACRES	COMMERCIAL	RESIDENTIAL		
			MAX SQ.FT./AREA	MIN. DU /ACRE	MAX. DU /ACRE	MAX UNITS/AREA
PA-1	MIXED USE-2	20.7	270508.00	3	15	311
PA-2	MIXED USE-2	27.5	359370.00	3	15	413
PA-3	MIXED USE-1	25.9	338461.00			
PA-4	MEDIUM DENSITY RESIDENTIAL	42.6		3	6	256
PA-5	EMPLOYMENT	27.7	361984.00			

DENSITY TRANSFER TRACKING CHART

PLANNING AREA	APPROVED DENSITY PRIOR TO TRANSFER		APPROVED DENSITY AFTER TRANSFER	
	ACRES	RESIDENTIAL UNITS	DENSITY TRANSFER	RESIDENTIAL UNITS
X				
Y				
Z				
TOTAL				

Scale: 1"= 200'-0"

0 100 200 400

N

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
LAND USE PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET 2 OF 12

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
AGRICULTURAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Agriculture or Ranch Use	Agriculture	X	X	X	X
	Community Gardens	X	X	X	X
Accessory Structures	Accessory Structures for Agriculture/ Ranching Operations	X	X	X	X
Animals / Livestock	Farm or Ranch Animal Center*	C	-	C	-
	Rodeos*	-	-	C	-
	Commercial Stables*	-	-	C	-
	Private Stables*	-	-	C	-
Horticulture and Nurseries	Outdoor Nursery / Tree Production	C	-	X	-
	Greenhouse/nursery/tree production	C	-	X	-
Markets	Farmers Markets	X	X	X	C
COMMERCIAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Animal Services	Animal boarding (indoor) and training**	C	C	C	C
	Veterinary offices or clinics	X	X	X	-
Vehicle Parking	Vehicle parking lot	A	A	C	A
	Private park & ride lot, car pool lot or equivalent	X	X	X	-
Building Materials & Services (Retail)	Landscape equipment, hardscape materials (with outdoor storage)	C	-	C	-
Eating and Drinking Establishments	Bar, Tavern/Pub, Beer Tasting/Tap Room	X	X	X	-
	Catering services	X	X	X	-
	Restaurant with or without drive-thru / up	X	X	X	-
Office	Business or professional office (including medical / dental office / clinics)	X	X	X	-
	Call Centers	X	-	X	-
	Courier services	X	X	X	-
	Home Occupations	X	X	-	A
	Temporary Construction offices	X	X	X	X
	Temporary Sales Offices	X	X	X	X
Personal Services	Instructional services, studios, photography, salons/spas	X	X	X	-

*ANIMAL/LIVESTOCK USES ARE CONDITIONAL USES IF WITHIN 250 FEET OF A RESIDENTIAL USE, BUT ARE PERMITTED USE-BY-RIGHT OUTSIDE OF THE 250 FOOT LIMIT FROM RESIDENTIAL USES.
**ANIMAL BOARDING AND TRAINING IS A CONDITIONAL USE IF WITHIN 250 FEET OF A RESIDENTIAL USE, BUT IS A PERMITTED USE-BY-RIGHT OUTSIDE OF THE 250 FOOT LIMIT FROM RESIDENTIAL USES.

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
COMMERCIAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Recreation / Amusement Facilities	Permanent or Seasonal Amusement Parks	C	-	X	-
	Entertainment - Indoor	X	X	X	-
	Entertainment - Outdoor	X	X	X	-
	Movie theaters or Drive-in Theater	C	-	X	-
	Health clubs	X	X	X	-
	Parks and dog parks	X	X	X	X
	Public and Private Golf Courses and Related Facilities	X	X	X	X
	Outdoor Skateboard Parks	X	X	X	C
	Community / Neighborhood Recreation Center	X	X	X	X
	Small Theaters (Outdoor Performances)	X	X	X	X
Retail	Convenience store / grocery store (less than 5,000 sq. ft.) with or without gas	X	X	X	-
	Ground floor retail with office or residential on upper levels	X	X	-	-
	Retail	X	X	X	-
Repair Services (Not Including Vehicles)	Furniture or major household appliance or electronics repair	X	-	X	-
	Machinery, excluding truck trailers, heavy equipment, and farm machinery	-	-	X	-
Vehicle / Equipment Sales and Services	Vehicle rentals with lot	C	-	C	-
	Auto Sales and Repair (equal to or less than 4 repair bays)	X	-	X	-
	Auto Sales and Repair (more than 4 repair bays)	C	-	X	-
	Car Wash	X	X	X	-
	RV's, Trailer, Camper, and Limited Equipment (U-Haul type business) rentals	C	-	C	-
	Major vehicle/equipment repair with outdoor storage (includes auto body repair, paint shops, and incidental sales of parts)	-	-	C	-
	Major vehicle/equipment repair without outdoor storage (includes auto body repair, paint shops, and incidental sales of parts)	-	-	X	-
	Motor vehicle dealer / sales, new and used RV's, trailers, and campers)	C	-	C	-
	Automotive service stations	X	X	X	-
Visitor Accommodations	Hotel or motel lodging establishments	X	X	X	-
	Overnight Campground with RV parking	C	-	C	-

LEGEND

X PRINCIPAL PERMITTED USE
A ACCESSORY USE
- EXCLUDED USE
C CONDITIONAL USE

LAND USE

MIXED USE 1 (MU-1)
MIXED USE 2 (MU-2)
MEDIUM DENSITY RESIDENTIAL (R-M)
EMPLOYMENT (EMP)

MIXED USE 1 (MU-1): PREDOMINANTLY A LARGE COMMERCIAL/LIGHT INDUSTRIAL FOCUS. THIS ZONE ALLOWS FOR LIGHT INDUSTRIAL AND WAREHOUSING USES ALONG WITH COMMERCIAL AND MULTI-FAMILY USES.

MIXED USE 2 (MU-2): PREDOMINANTLY A NEIGHBORHOOD COMMERCIAL / RESIDENTIAL FOCUS. THIS ZONE PRIMARILY ALLOWS FOR COMMERCIAL USES ALONG WITH HIGH DENSITY RESIDENTIAL.

MEDIUM DENSITY RESIDENTIAL (R-M): THE INTENT IS TO ALLOW FOR SINGLE FAMILY DETACHED HOMES AND SINGLE FAMILY ATTACHED HOMES.

EMPLOYMENT (EMP): THE INTENT IS TO PROVIDE AREAS THAT WILL SERVE AS AN EMPLOYMENT CENTER OR OFFICE PARK THAT CAN ACCOMMODATE BUT NOT LIMITED TO CORPORATE CAMPUS, RESEARCH AND DEVELOPMENT, LIGHT INDUSTRIAL, OFFICE/FLEX, RETAIL, COMMERCIAL, WAREHOUSE AND DISTRIBUTION.

DEFINITIONS:

1. LIGHT INDUSTRIAL - LABOR-INTENSIVE OPERATIONS THAT TYPICALLY PRODUCE PRODUCTS THAT ARE TARGETED TOWARD END CONSUMERS RATHER THAN OTHER BUSINESSES (I.E. CONSUMER ELECTRONICS, CLOTHING MANUFACTURING, ETC.)
2. CLUSTER HOMES - ANY RESIDENTIAL GROUPING OF AT LEAST TWO HOMES WHICH ACCESS OFF A COMMON/SHARED DRIVE OR ALLEY.
3. MOTOR COURT - A TYPE OF CLUSTER HOME WITH A SHARED DRIVEWAY IN WHICH SOME OR ALL FRONT DOORS ACCESS OFF SHARED DRIVEWAY.
4. GREEN COURT - A TYPE OF CLUSTER HOME WITH SHARED DRIVEWAY AND COMMON OPEN AREA.
5. OPEN AREA - A PRIVATELY OR PUBLICLY OWNED AND MAINTAINED LAND AREA OR BODY OF WATER OR BOTH WITHIN A DEVELOPMENT UPON WHICH THERE ARE NO STRUCTURES, PARKING AREAS, OR DRIVEWAYS. OPEN AREA MAY BE A LANDSCAPED AREA, PLAZA, RECREATIONAL AREA, SIDEWALKS, OR SUCH OTHER AREAS. LANDSCAPE AND WALKS LOCATED IN RIGHT-OF-WAY CAN NOT BE COUNTED TOWARDS OPEN AREA REQUIREMENT.
6. USABLE OPEN AREA - A PARCEL OF LAND OWNED AND MAINTAINED BY A TOWN, METRO DISTRICT, OR HOME OWNERS' ASSOCIATION WHICH MEETS THE CRITERIA OF OPEN AREA AND IS PROGRAMMED AS AN ACTIVE OR PASSIVE AREA IN WHICH RESIDENTS CAN UTILIZE THE SPACE FOR, BUT IS NOT LIMITED TO, SEATING, SPORTS, PARKS, TRAILS, OR GARDENS.
7. A LIVE/WORK UNIT IS DEFINED AS A SINGLE UNIT CONSISTING OF BOTH A COMMERCIAL/OFFICE AND A RESIDENTIAL (PRIMARY DWELLING) COMPONENT THAT IS OCCUPIED BY THE SAME RESIDENT.

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Denver, CO 80231
ph: 303.632.8867

PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
LAND USE MATRIX

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
INDUSTRIAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Auction House or Yard	Auction house (indoor)	X	-	X	-
Contractor Operations	Building, developing, general contracting (Office)	X	-	X	-
	Contractor's shop with outdoor storage (less than or equal to 2 acres)	-	-	C	-
	Contractor's shop without outdoor storage	X	-	X	-
	Special Trade contractors without outdoor storage	X	-	X	-
Manufacturing, Food	Food manufacturing and processing (<15,000 sq. ft.)	X	-	X	-
	Food manufacturing and processing (>15,000 sq. ft.)	-	-	X	-
	Microbrewery, micro-distillery, and micro-winery	X	X	X	-
Motion Picture and Video Industry	Motion picture and video industry studios	-	-	X	-
Outdoor Storage, Equipment	Above-ground storage tanks of propane < 10,000 cubic feet capacity	-	-	X	-
	Outdoor storage of vehicles (RV's, boats, or buses)****	C	-	C	-
Printing and Publishing	Printing, publishing, and related support activities	X	-	X	-
Research and Development Services	Solar panel, production and distribution	-	-	X	-
Warehousing & Distribution, Indoor	Mini-storage and warehouse without outdoor storage	X	C	X	-
	Produce storage and warehousing	-	-	X	-
	Retail sales in conjunction with warehouse establishment	X		X	
	Warehousing without retail sales	-	-	X	-

****OUTDOOR STORAGE, AS A PRIMARY USE, MUST BE SETBACK A MINIMUM OF 300 FEET FROM ANY ARTERIAL OR INTERSTATE RIGHT-OF-WAY. THE ENHANCED SETBACKS DO NOT APPLY TO OUTDOOR STORAGE THAT IS CONSIDERED ACCESSORY TO A PRIMARY BUSINESS.

LAND USE CLASSIFICATION	SPECIFIC USE TYPE				
PUBLIC, INSTITUTIONAL & CIVIC USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Ambulance Service	Garage and office for ambulance service	X	X	X	-
Clubs and Lodges	Private lodge or club (excluding guns)	X	X	X	-
Event/Conference Centers	Event and conference center less than 15,000 sq. ft.	X	X	-	-
	Event and conference center greater than 15,000 sq. ft.	X	-	X	-
Day Care Facilities, Adult or Child	Child or adult day care center	X	X	X	X
Fire	Fire Stations	X	X	X	X
Hospitals	Hospital	X	-	X	-
	Urgent care clinics	X	X	X	-
	Outpatient surgical centers	X	-	X	-
Religious Institutions	Church or religious institution	X	X	X	X
Educational Facilities	Public Schools	X	X	X	X
	Community College and similar trade schools	X	X	X	-
	Commercial schools	X	X	X	-
Transportation Facilities	Transportation Terminals / Parking (Indoor)	X	-	X	-
	Transportation Terminals / Parking (Outdoor)	C	-	C	-
Utilities	Electrical Substations	X	X	X	X
	Public Utility Office	X	X	X	-
	Solar Fields	X	-	X	-
	Water Treatment / Storage	X	X	X	X
	Water Storage (Reservoirs)	X	X	X	X
	Water Wells	X	X	X	X
	Water Storage Tanks	X	X	X	X
	Small Wind Energy Conversion Systems (Less than 100Kw)	X	X	X	-
RESIDENTIAL USES		**MU-1**	**MU-2**	**EMP**	**R-M**
Single Family Attached	Townhomes & Duplex (Up to 8 Connected Units)	-	X	-	X
Single Family Detached	Single Family Detached Homes	-	X***	-	X
Cluster Homes	Cluster Homes	-	X	-	X
Multi - Family	Multi-family including rental and for sale units	X	X	-	-
	Live / Work Units	X	X	-	-
Senior Housing	Assisted Living Facilities	X	X	-	X
	Independent/Limited Care Facilities	X	X	-	X
Accessory Structures	Detached Garage	A	A	-	A
	Carport	-	-	-	-
	Storage Shed	A	A	-	A

***SINGLE FAMILY DETACHED HOMES ARE NOT PERMITTED WITHIN 300 FEET OF AN ARTERIAL ROAD.

LEGEND

X PRINCIPAL PERMITTED USE
A ACCESSORY USE
\- EXCLUDED USE
C CONDITIONAL USE

LAND USE

MIXED USE 1 (MU-1)
MIXED USE 2 (MU-2)
MEDIUM DENSITY RESIDENTIAL (R-M)
EMPLOYMENT (EMP)

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WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
LAND USE MATRIX

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

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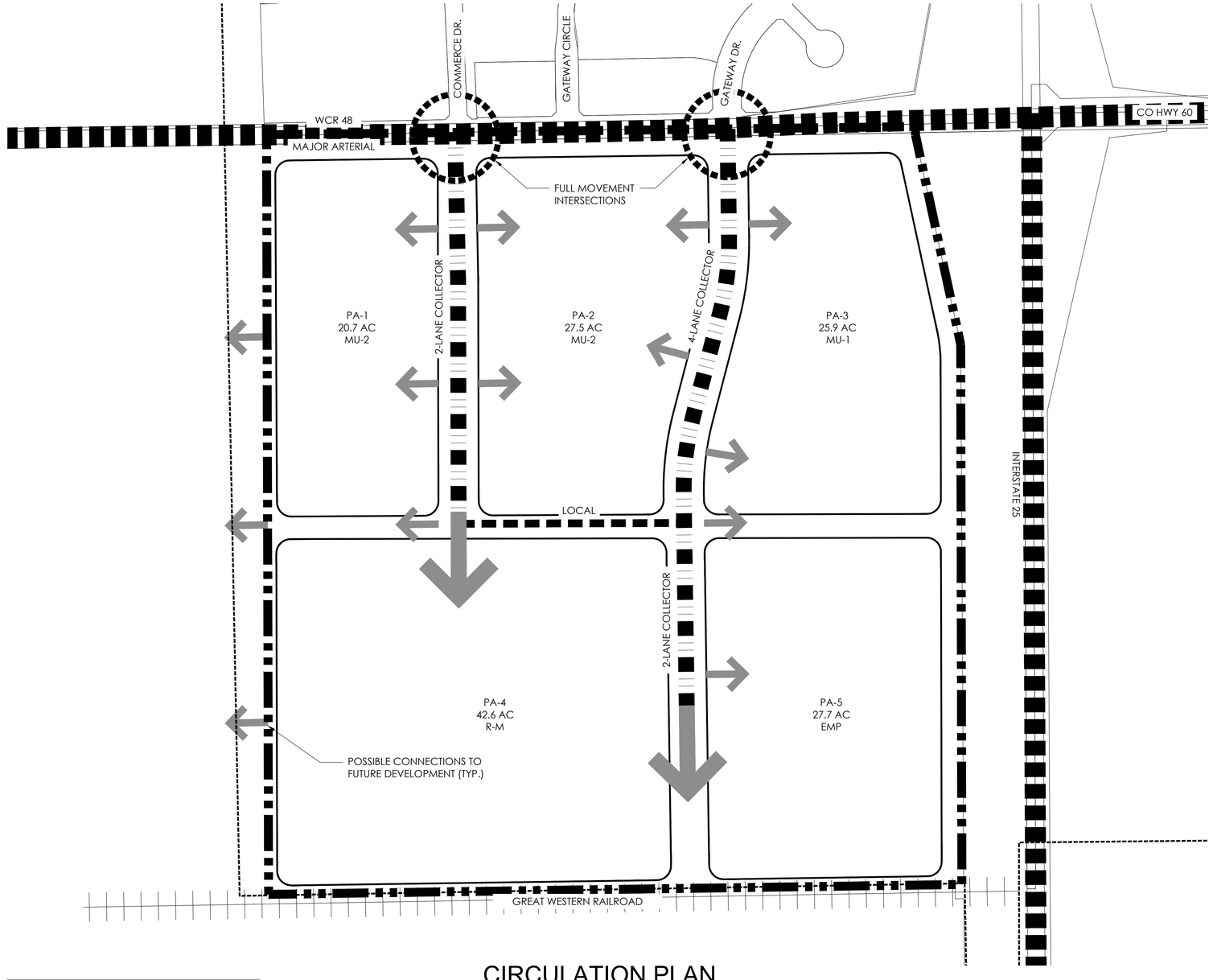

CIRCULATION PLAN

Scale: 1"= 200'-0"

0 100 200 400

N

LEGEND

- COLLECTOR (2-LANE & 4-LANE)
- MAJOR ARTERIAL/HIGHWAY
- LOCAL
- PROPOSED* FULL MOVEMENT INTERSECTION
- POTENTIAL ACCESS

*DEPENDENT ON TRAFFIC IMPACT STUDY AT TIME OF INDIVIDUAL DEVELOPMENT APPROVALS

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WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CIRCULATION PLAN

DESIGNED BY: JM
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5 OF 12

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

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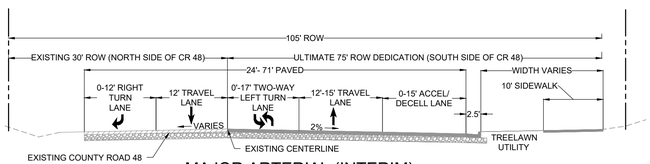
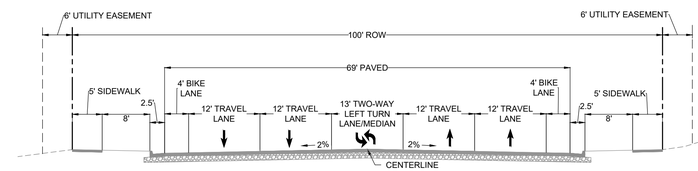
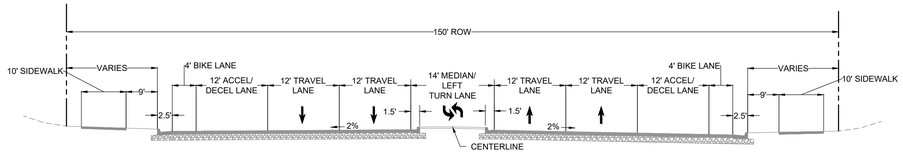


MAJOR ARTERIAL (INTERIM)

COUNTY ROAD 48

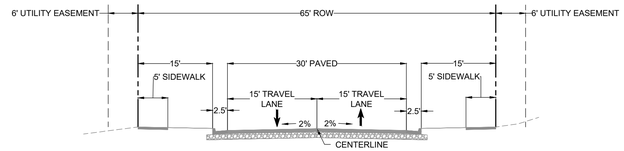


4 - LANE COLLECTOR

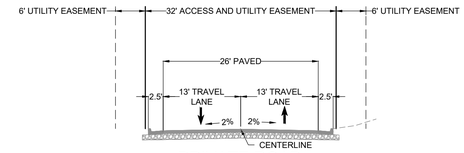


FUTURE MAJOR ARTERIAL (ULTIMATE)

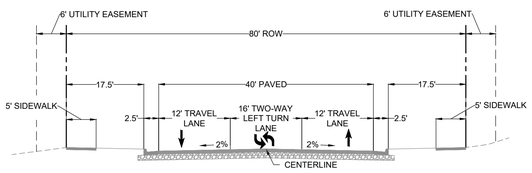
COUNTY ROAD 48



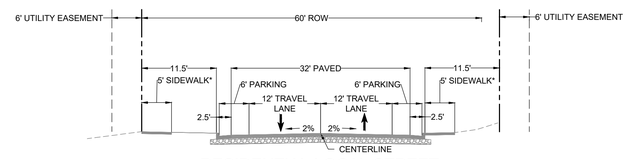
NON-RESIDENTIAL LOCAL STREET



PRIVATE ROAD



2-LANE COLLECTOR WITH FLUSH MEDIAN



RESIDENTIAL LOCAL STREET

* ATTACHED OR DETACHED WALK AT DISCRETION OF DEVELOPER

CONCEPTUAL STREET SECTIONS

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PLATTE LAND & WATER, LLC

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WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CONCEPTUAL STREET SECTIONS

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

OPEN AREA

A. FOR THE PURPOSES OF THIS PUD, "OPEN SPACE OR LANDSCAPE AREA" IS REFERRED TO AS "OPEN AREA."

B. OPEN AREA PROVIDED PER THE REQUIREMENTS OF THIS PUD WILL MEET ALL LANDSCAPE AREA, OPEN SPACE AREA, OR SIMILAR AREAS REQUIRED PER THE JOHNSTOWN CODE REQUIREMENTS.

C. SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA.

D. MULTI-FAMILY RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM OF 30% OPEN AREA.

E. COMMERCIAL AND LIGHT INDUSTRIAL DEVELOPMENT WILL REQUIRE A MINIMUM 20% OPEN AREA.

F. OPEN AREA REQUIREMENTS WILL BE CALCULATED ON A NET BASIS EXCLUDING PUBLIC RIGHT OF WAY.

G. LANDSCAPE BUFFERS AND DETENTION PONDS CAN COUNT TOWARDS OPEN AREA REQUIREMENT.OPEN AREA MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING A LARGER AND MORE FUNCTIONAL OPEN AREA) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE PLANNING AND DEVELOPER DIRECTOR. THE LOCATION(S) OF THE CUMULATIVELY GATHERED OPEN AREA SHALL BE DESIGNATED AT THE TIME OF EACH PRELIMINARY AND FINAL DEVELOPMENT PLAN THAT IS CONTRIBUTING TO THAT OPEN AREA.

H. OPEN SPACE LOCATED WITHIN A SINGLE FAMILY DETACHED OR SINGLE FAMILY ATTACHED LOT CAN NOT BE COUNTED TOWARDS OPEN AREA REQUIREMENT.

I. USABLE OPEN AREA CAN COUNT TOWARDS OPEN AREA REQUIREMENT.

USABLE OPEN AREA

A. WELTY RIDGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS.

B. USABLE OPEN AREA PROVIDED PER THE REQUIREMENTS OF THIS PUD WILL MEET ALL DEDICATED OPEN SPACE REQUIREMENTS PER THE JOHNSTOWN CODE.

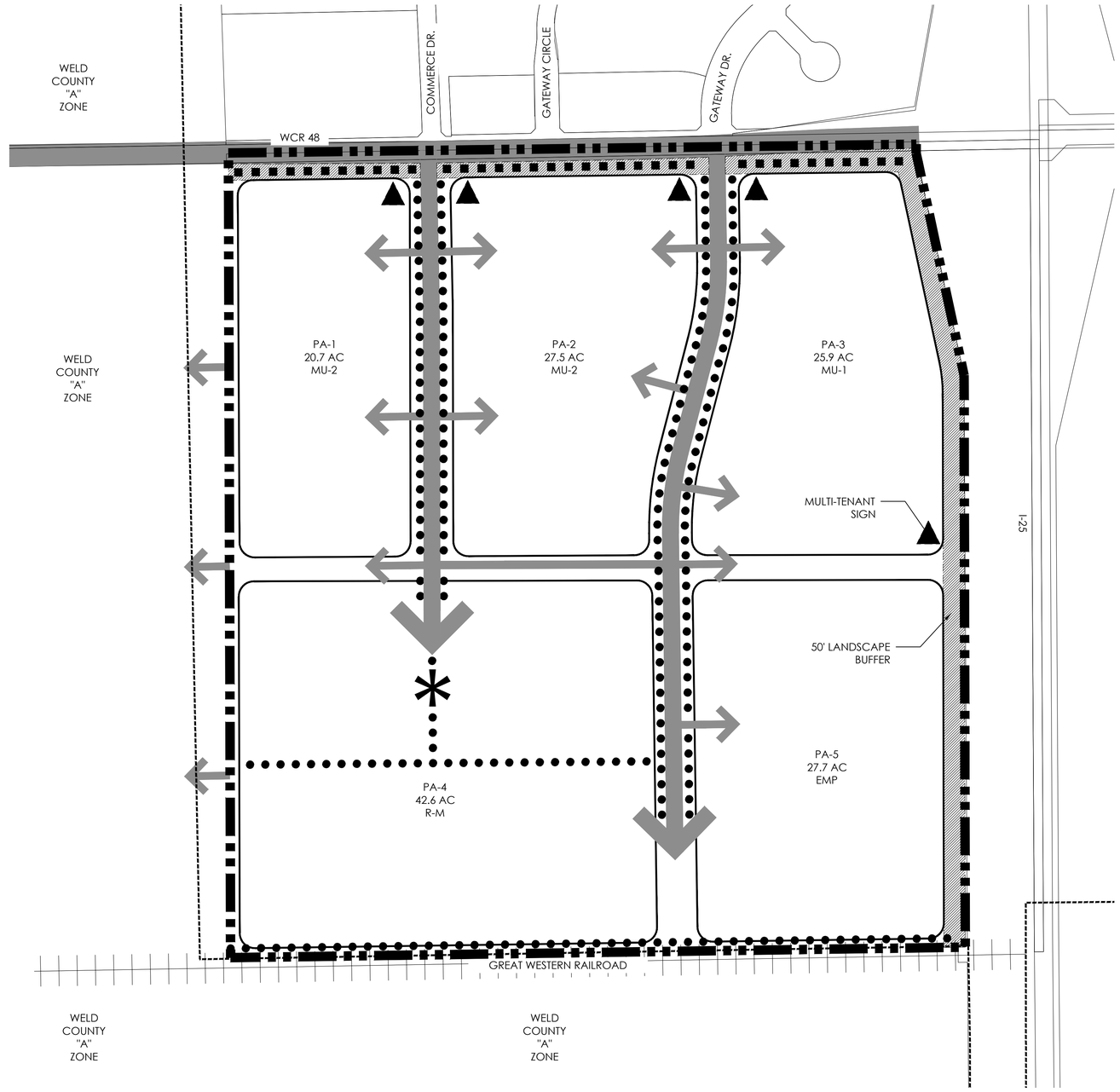
C. USABLE OPEN AREA MAY BE CUMULATIVELY GATHERED INTO LARGER PARCELS (FOR THE PURPOSES OF DEVELOPING AT LARGER AND MORE FUNCTIONAL PARK OR SIMILAR USES) AT THE DISCRETION OF THE DEVELOPER AND WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR. THE LOCATION(S) OF THE CUMULATIVELY GATHERED USEABLE OPEN AREA SHALL BE DESIGNATED AT THE TIME OF EACH FINAL PLAT THAT IS CONTRIBUTING TO THAT AREA.

D. A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED.

E. USABLE OPEN AREA MAY OWNED BY THE TOWN, METRO DISTRICT, OR HOA. OWNERSHIP TO BE DETERMINED AT THE TIME OF PRELIMINARY AND FINAL DEVELOPMENT PLANS

F. WHERE PRACTICAL USABLE OPEN AREA SHOULD BE CONTIGUOUS.

G. DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS.



TRAILS & OPEN SPACE PLAN

LEGEND

- 5' PEDESTRIAN WALK
- 10' PEDESTRIAN WALK
- PARK
- PRIMARY MONUMENTATION
- LANDSCAPE BUFFER

Scale: 1"= 200'-0"

0 100 200 400

N

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
TRAILS & OPEN SPACE PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET
7 OF 12

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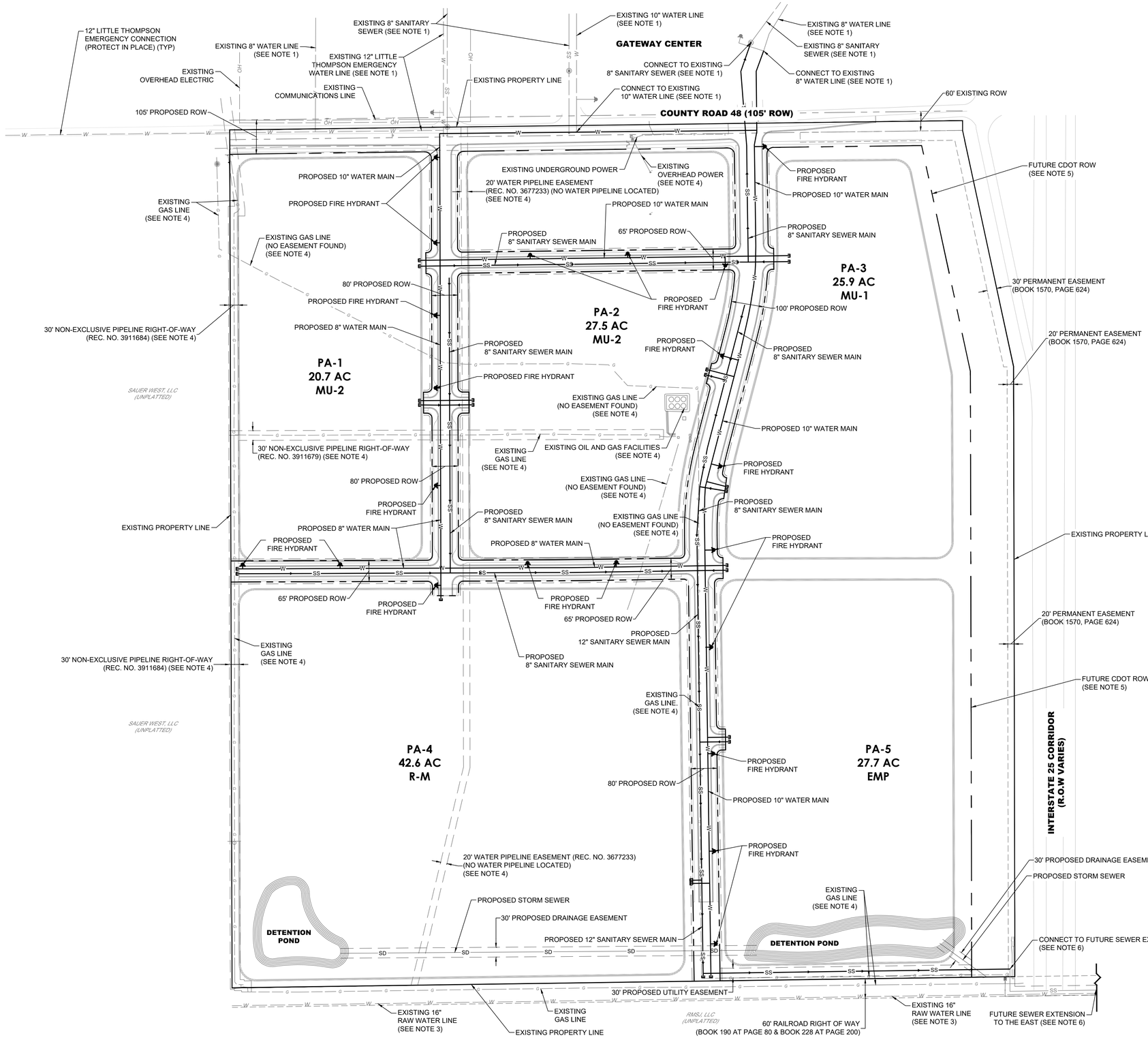
OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



0 150' 300'
1 inch = 150 ft.

NOTES

1. THE SIZE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE AND BASED OFF THE BEST AVAILABLE INFORMATION WHEN SHOWN ON THESE DRAWINGS. EXACT LOCATIONS OF EXISTING UTILITIES AND TIE-IN POINTS SHALL BE DETERMINED/CONFIRMED DURING FINAL DESIGN. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNKNOWN UTILITIES.
2. UTILITY MAINS AND SERVICES ARE SHOWN SCHEMATICALLY AND FINAL LOCATIONS WILL BE DETERMINED DURING THE FINAL PLAT AND CONSTRUCTION DOCUMENT PROCESS THROUGH THE TOWN OF JOHNSTOWN.
3. THE 16" RAW WATERLINE TO THE SOUTH OF THE WELTY RIDGE PROPERTY IS NONPOTABLE AND WILL NOT PROVIDE A LOOPED CONNECTION TO THE SITE.
4. EXISTING EASEMENTS AND UTILITIES IN CONFLICT WITH PROPOSED DESIGN SHALL BE VACATED AND REMOVED PRIOR TO CONSTRUCTION. EXACT LIMITS WILL BE DETERMINED DURING FINAL DESIGN.
5. APPROXIMATE ROW LIMITS BASED OFF PRELIMINARY DESIGNS PROVIDED BY CDOT. FINAL LOCATION WILL BE DETERMINED DURING THE FINAL DESIGN OF THE I-25 WIDENING PROJECT.
6. AN OFFSITE SEWER MAIN IS REQUIRED TO BE CONSTRUCTED TO THE EAST THAT CONNECTS INTO THE EXISTING JOHNSTOWN SANITARY SEWER SYSTEM. SEWER LINE BELOW I-25 SHALL BE BORED AND PERMITTED WITH CDOT. EXACT SIZE AND LOCATION SHALL BE DETERMINED DURING FINAL DESIGN.
7. SEE SHEET 6 FOR ROADWAY CROSS SECTIONS.

LEGEND

- PROPERTY LINE
- PROPOSED ROW
- PROPOSED UTILITY EASEMENT
- PROPOSED LANDSCAPE BUFFER
- EXISTING ROW
- EXISTING SWALE
- EX. / PR. LIGHT POLE
- EX. / PR. SIGNS
- EX. POWER POLE
- TV — CABLE TV
- E — ELECTRIC & METER
- FO — FIBER OPTIC LINE & MH
- G — GAS LINE & METER
- IRR — IRRIGATION
- OH — OVERHEAD POWER
- T — TELEPHONE LINE & MH
- S — PROPOSED SANITARY MAIN W/ FLOW ARROW
- PROPOSED SANITARY STUB
- W — PROPOSED WATER MAIN
- FIRE HYDRANT ASSEMBLY
- PROPOSED WATER STUB
- SD — PROPOSED STORM SEWER
- PROPOSED CURB & GUTTER
- PLANNING AREA DELINEATION

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#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CONCEPTUAL UTILITY PLAN

DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: KR

SHEET 8 OF 12

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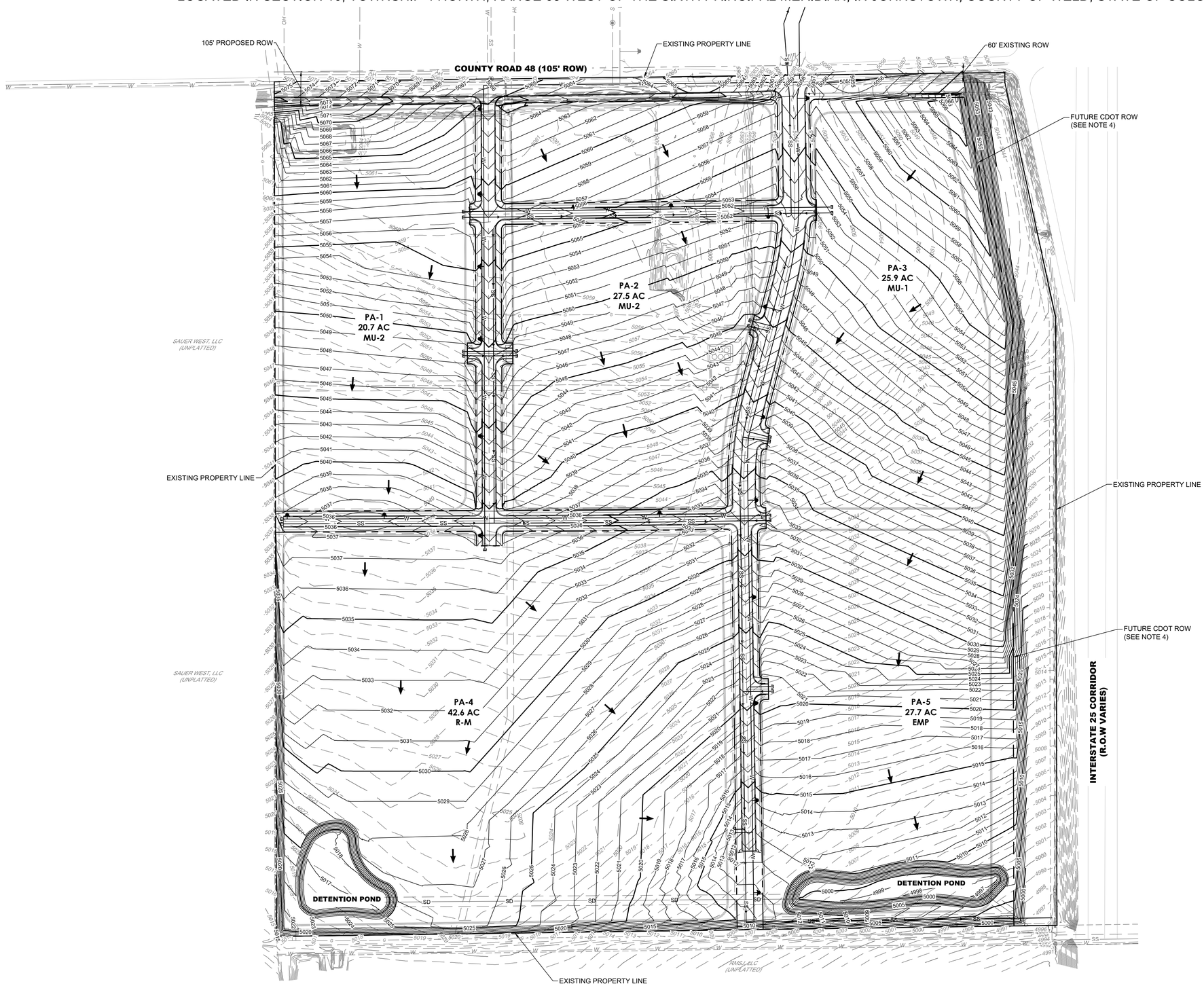
OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



0 150' 300'
1 inch = 150 ft.

NOTES

1. DETENTION POND SIZING AND LOCATIONS ARE CONCEPTUAL AND WILL BE DETERMINED DURING THE PLAT AND CONSTRUCTION DOCUMENT PROCESS THROUGH THE TOWN OF JOHNSTOWN.
2. THE TOPOGRAPHIC SURVEY AND BOUNDARY SHOWN ARE BASED ON THE FIELD SURVEY WORK OF PLS GROUP (PROJECT #18042.001). FIELD SURVEY WAS COMPLETED ON OR AROUND MAY 22, 2018.
3. SEE SHEET 6 FOR ROADWAY CROSS SECTIONS.
4. APPROXIMATE ROW LIMITS BASED OFF PRELIMINARY DESIGNS PROVIDED BY CDOT. FINAL LOCATION WILL BE DETERMINED DURING THE FINAL DESIGN OF THE I-25 WIDENING PROJECT.

LEGEND

- PROPERTY LINE
- PROPOSED CURB & GUTTER
- PROPOSED R.O.W.
- PROPOSED UTILITY EASEMENT
- PROPOSED LANDSCAPE BUFFER
- 5280 EXISTING MAJOR CONTOUR
- 5279 EXISTING MINOR CONTOUR
- 5280 PROPOSED MAJOR CONTOUR
- 5279 PROPOSED MINOR CONTOUR
- PLANNING AREA DELINEATION
- FLOW ARROW

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#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY GRADING PLAN

DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: KR

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DEVELOPMENT STANDARDS

A. ARCHITECTURAL ELEMENTS SUCH AS ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SEPARATIONS. NO PORTION OF THE STRUCTURE ABOVE GROUND MAY ENCROACH INTO THE THREE-FOOT BUILDING TO PROPERTY LINE SETBACK WITHOUT MODIFICATION AND BUILDING DEPARTMENT REVIEW AND APPROVAL. OTHER SUBSURFACE ARCHITECTURAL ELEMENTS INCLUDING STRUCTURAL ELEMENTS OF THE BUILDING FOUNDATION MAY ENCROACH INTO BUILDING SEPARATIONS OR SETBACKS PROVIDED THAT SUCH ELEMENTS REMAIN ENTIRELY WITHIN THE LOT UPON WHICH THEY ORIGINATED. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.

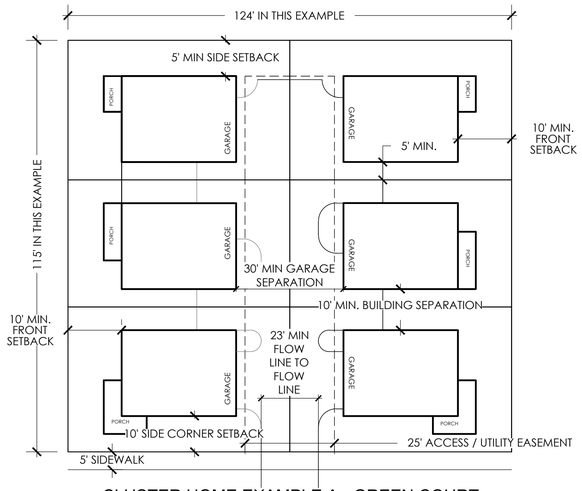
B. A ZERO LOT LINE MAY BE UTILIZED WHEN A MAINTENANCE EASEMENT AND SIDEYARD EASEMENTS ARE EXECUTED SUBJECT TO I.B.C. REQUIREMENTS.

C. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY STRUCTURE AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

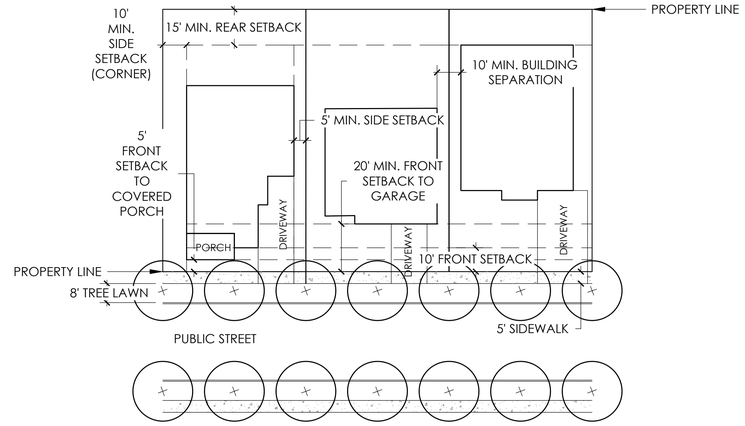
D. SINGLE FAMILY DETACHED (SFD) AND SINGLE FAMILY ATTACHED (SFA) FRONT LOADED GARAGES REQUIRE A MINIMUM 18' DRIVEWAY FROM THE GARAGE FACE TO THE BACK OF WALK.

E. ANY LAND USE OF A LOWER DENSITY MAY BE DEVELOPED WITHIN A HIGHER DENSITY PARCEL AS LONG AS IT FOLLOWS STANDARDS OF THE LOWER DENSITY LISTED IN THE TABLES.

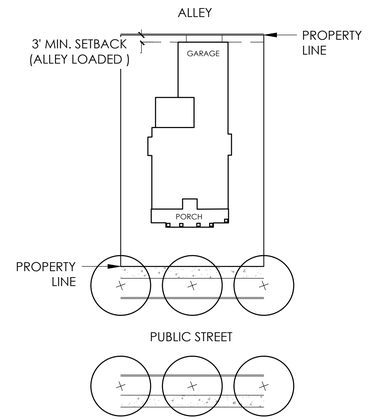
F. ALLEY LOADED SINGLE FAMILY RESIDENTIAL MAY FRONT ON AN ARTERIAL STREET WITH APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.



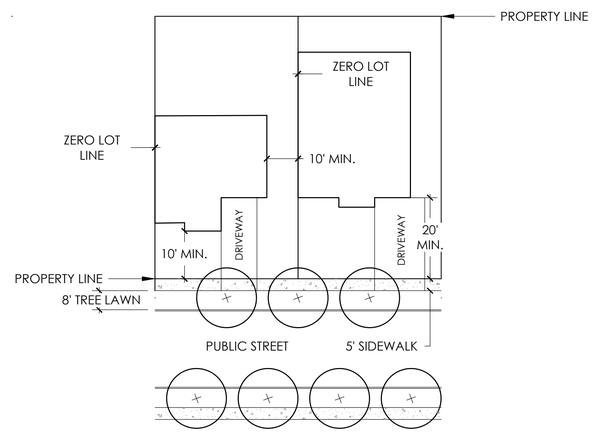
CLUSTER HOME EXAMPLE A - GREEN COURT



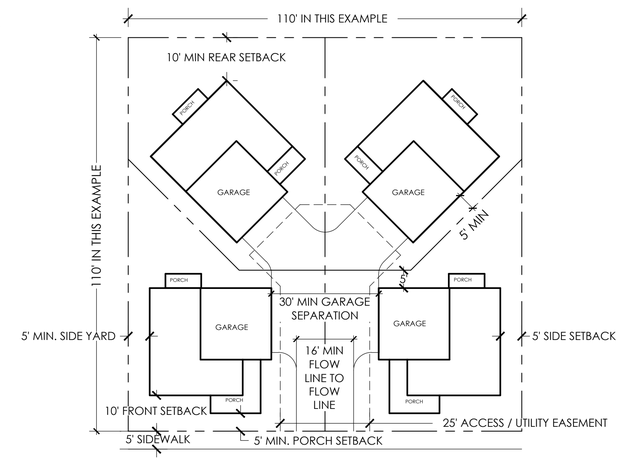
FRONT LOAD SINGLE FAMILY DETACHED TYPICAL



ALLEY LOAD SINGLE FAMILY DETACHED TYPICAL



ZERO LOT LINE TYPICAL



CLUSTER HOME EXAMPLE B - MOTOR COURT

LAND USE DEVELOPMENT STANDARDS MATRIX

RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

SINGLE FAMILY DETACHED (SFD)

STANDARDS	**R-M**	**MU-2**
MINIMUM LOT SIZE	3,200	3,200
MINIMUM CLUSTER LOT SIZE	2,000	2,000
PARKING REQUIREMENT	CODE	CODE
MAXIMUM HEIGHT	35'	35'
PRINCIPAL USE	**R-M**	**MU-2**
FRONT SETBACK TO BUILDING	10'	10'
FRONT SETBACK TO COVERED PORCH	5'	5'
FRONT SETBACK TO GARAGE	20'	18'
FRONT SETBACK TO SIDE LOADED GARAGE	10'	10'
SIDE SETBACK MINIMUM	0'	0'
*BUILDING SEPARATION	10'	10'
REAR SETBACK - FRONT LOAD	15'	15'
REAR SETBACK - CLUSTER	10'	5'
REAR SETBACK - ALLEY LOAD	3'	3'
SIDE (CORNER) SETBACK	10'	10'
ACCESSORY USE	**R-M**	**MU-2**
MAXIMUM HEIGHT	15'	15'
FRONT SETBACK	20'	20'
SIDE SETBACK	3'*	0'
REAR SETBACK	5'	0'
REAR SETBACK (ALLEY LOAD GARAGE)	3'	3'
SIDE (CORNER) SETBACK	15'	5'

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

LAND USE DEVELOPMENT STANDARDS MATRIX

RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

MULTI-FAMILY AND SINGLE FAMILY ATTACHED (SFA) RESIDENTIAL

STANDARDS	**R-M**	**MU-2**	**MU-1**
MINIMUM LOT SIZE	1200	1200	1200
MAXIMUM HEIGHT	35'	50'	50'
PRINCIPAL USE	**R-M**	**MU-2**	**MU-1**
FRONT SETBACK TO BUILDING FACE	15'	5'	5'
FRONT SETBACK TO COVERED PORCH	10'	0'	0'
SIDE SETBACK MINIMUM	0'	0'	0'
SIDE SETBACK WITH EASEMENT	15'	10'	10'
*BUILDING SEPARATION	10'	10'	10'
REAR SETBACK	15'	10'	10'
REAR SETBACK - ALLEY LOAD GARAGE	3'*	3'*	3'*
SIDE (CORNER) SETBACK	15'	5'	5'
ACCESSORY USE	**R-M**	**MU-2**	**MU-1**
MAXIMUM HEIGHT	15'	15'	15'
FRONT SETBACK	20'	20'	20'
SIDE SETBACK	5'	5'	5'
REAR SETBACK - NON GARAGE	10'	10'	10'
REAR SETBACK (ALLEY LOAD GARAGE)	3'*	3'*	3'*
SIDE (CORNER) SETBACK	15'	0'	0'

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)

LAND USE DEVELOPMENT STANDARDS MATRIX

NON-RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX

STANDARDS	**MU-1**	**MU-2**	**EMP**
MINIMUM LOT SIZE	0.5 AC	0.5 AC	0.5 AC
MAXIMUM LOT COVERAGE	60%	60%	60%
PRINCIPAL USE			
HEIGHT	75'	50'	75'
SETBACK FROM ARTERIAL	25'	25'	30'
SETBACK FROM COLLECTOR ROAD	10'	10'	15'
SETBACK FROM LOCAL ROAD	10'	10'	20'
SETBACK FROM PARKING	10'	10'	10'
*BUILDING SEPARATION	0'	0'	20'
BUILDING SETBACK FROM SFD STRUCTURE	20'	20'	50'
BUILDING SETBACK FROM SFA STRUCTURE	20'	20'	50'
SETBACK FROM MULTI-FAMILY (SEPARATE BUILDINGS)	0'	0'	20'
ACCESSORY USE			
HEIGHT	35'	35'	35'
STRUCTURE SETBACK FROM ARTERIAL	30'	30'	30'
PARKING SETBACK FROM ARTERIAL	15'	15'	15'
SETBACK FROM LOCAL ROAD	10'	10'	15'
SETBACK FROM PARKING	10'	10'	10'
SETBACK FROM PROPERTY LINE	5'	5'	5'

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)
** ACCESSORY USE BUILDING HEIGHT TO BE LESS THAN PRIMARY BUILDING HEIGHT.

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
DEVELOPMENT STANDARDS

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET
10 OF 12

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DESIGN GUIDELINES

PART 1 - INTRODUCTION

1.1 STATEMENT OF INTENT

WELTY RIDGE IS A +/- 145 ACRE MASTER-PLANNED COMMUNITY LOCATED WEST OF INTERSTATE 25 IN THE SOUTHWEST CORNER OF THE I-25 & WCR48/SH-60. THIS MIXED USE PROJECT INCLUDES PARCELS DESIGNATED FOR MULTIPLE TYPES OF RESIDENTIAL, RETAIL, COMMERCIAL, LIGHT INDUSTRIAL AND OFFICE USES. THE OVERALL CHARACTER OF WELTY RIDGE MUST BE EVIDENT AND MAINTAINED TO ENSURE THE QUALITY AND COHESIVENESS DESIRED IN THIS EMERGING PART OF NORTHERN COLORADO. THE GUIDELINES WILL SERVE AS A DESIGN CONCEPT FOR ULTIMATE DESIGN AND DEVELOPMENT. HIGH QUALITY DEVELOPMENT IS ENCOURAGED ALONG THE INTERSTATE 25 CORRIDOR IN GENERAL. WELTY RIDGE WILL BE VISIBLE FROM THE INTERSTATE, AND ITS DEVELOPMENT WILL FORM A FIRST IMPRESSION OF THE COMMUNITY.

THE DESIGN GUIDELINES SHALL BE UTILIZED BY RESIDENTS, DEVELOPERS, ARCHITECTS, ENGINEERS AND PLANNERS FOR DESIGN AND CONSTRUCTION DIRECTION WITHIN THIS PUD. ALL DEVELOPMENTS WITHIN WELTY RIDGE ARE SUBJECT TO THE DESIGN GUIDELINES CONTAINED HEREIN. IN CASES WHERE THIS DOCUMENT IS SILENT, THE TOWN OF JOHNSTOWN STANDARDS AND REGULATIONS SHALL APPLY.

PART 2 - GENERAL DESIGN GUIDELINES

2.1 APPLICABILITY

THIS SECTION APPLIES TO ALL DEVELOPMENT WITHIN WELTY RIDGE AND PROVIDES GENERAL STANDARDS UPON WHICH THE SUBSEQUENT SECTIONS WILL BUILD TO PROVIDE GREATER CLARITY FOR SPECIFIC LAND USES. ALL GOVERNING LOCAL CODES, REGULATIONS, AND STATUTES ENFORCED BY THE TOWN OF JOHNSTOWN WILL APPLY.

2.2 LANDSCAPING

2.2.1 LANDSCAPE DESIGN PRINCIPLES

ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:

- DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS AND THE USE OF HERBICIDES AND PESTICIDES.
- DESIGN LANDSCAPES TO CREATE A NATURALIZED APPEARANCE. USE PLANT MATERIALS THAT ARE INDIGENOUS TO NORTHERN COLORADO WHERE POSSIBLE. ONLY USE INTRODUCED SPECIES IN ORDER TO ACHIEVE DESIGN OBJECTIVES THAT CANNOT BE ACHIEVED WITH THE USE OF NATIVE SPECIES.
- COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE AND WATER QUALITY IMPROVEMENT SYSTEMS.
- DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.

2.2.2 STREETSCAPE DESIGN

WELTY RIDGE ENTRIES WILL CONTAIN BOTH SIGNAGE AND LANDSCAPING THAT TIE INTO THE OVERALL STREETSCAPE DESIGN. THE LAND USE PLAN (SHEET 2) ILLUSTRATES THE MAJOR AND MINOR ENTRIES INTO THE SITE. IN ORDER TO CREATE AN APPROPRIATE LANDSCAPE CORRIDOR ALONG CR48, LARGE MASSES OF TREES AND SHRUBS ARE REQUIRED. THE RIGHT-OF-WAY (ROW) WILL BE PRIMARILY DROUGHT-TOLERANT TURF OR IRRIGATED NATIVE SEED. THIS TREATMENT WILL TRANSITION TO DRIFTS OF SHRUB/PERENNIAL BEDS AND TREE GROUPINGS THAT MEANDER FROM JUST INSIDE THE ROW TO THE EDGE OF LANDSCAPE BUFFERS AND BACK. THE GOAL IS TO AVOID A STRAIGHT-LINE TREATMENT AT THE EDGE OF THE ROW. WALKS WILL BE DETACHED AND MEANDER WITHIN THE ROW AND OUTSIDE OF THE ROW INTO THE LANDSCAPE BUFFER IF DESIRED. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION OR WILL BE CONSTRUCTED OF COLORED & STAMPED CONCRETE (SHEET 12, EXHIBIT A).

COLLECTOR & ARTERIAL STREETS:
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 SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS WELTY RIDGE APART. TREES AND PERENNIALS SHALL BE PLANTED WITHIN THE PUBLIC ROW, WHILE SHRUBS MAY BE PLANTED OUTSIDE THE PUBLIC ROW. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION OR WILL BE CONSTRUCTED OF COLORED & STAMPED CONCRETE.

ARTERIAL LANDSCAPE BUFFER:
A 30' AVERAGE LANDSCAPE BUFFER WILL BE PROVIDED ALONG WCR48 WITH A MINIMUM WIDTH OF 20'.

SIGHT DISTANCE LINES:
NO PLANTING OVER 30" IN HEIGHT SHALL OCCUR WITHIN A SIGHT DISTANCE LINES. REFER TO AASHTO REQUIREMENTS REGARDING SIGHT DISTANCE TRIANGLES.

2.3 PARKS, OPEN AREA, REGIONAL DETENTION AND NATURAL AREAS

THE DESIGN OF PARKS, OPEN AREA, DETENTION AND NATURAL AREAS SHALL MEET THE CRITERIA AS ESTABLISHED IN THE JOHNSTOWN/MILLIKEN PARKS, TRAILS, RECREATION AND OPEN SPACE PLAN. FINAL DEVELOPMENT PLANS MAY BE SUBMITTED IN STAGES BY PHASE. AS SUCH, THE OPEN AREA DESIGN, APPROVAL AND LANDSCAPE INSTALLATION WILL OCCUR AS THE LOTS DEVELOP.

2.4 SITE SIGNAGE

2.4.1 PURPOSE

THE OBJECTIVE OF THE WELTY RIDGE SIGNAGE PROGRAM IS TO HELP TO CREATE A UNIFIED IMAGE FOR THE COMMUNITY.
ALL FREESTANDING SIGNAGE WITHIN THE DEVELOPMENT WILL BEAR THE STYLE AND LOGO OF WELTY RIDGE, 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 SIGNAGE REQUIREMENTS ARE CONGRUENT WITH THE TOWN OF JOHNSTOWN SIGN CODE. ANY VARIATIONS ARE NOTED.

NO BLINKING LIGHT SIGNAGE WILL BE ALLOWED.

MULTI-TENANT FREESTANDING SIGNS ALONG CR48 WILL MEET THE TOWN CODE. IF A VARIATION FROM THE CODE IS REQUIRED A MASTER SIGNAGE PLAN WILL BE PROVIDED.

ONE MULTI-TENANT FREESTANDING SIGN SHALL BE ALLOWED ON I-25 WITH A MAXIMUM HEIGHT OF 45' (SHEET 12, EXHIBIT C). ANY VARIATION FROM THIS WILL REQUIRE A MASTER SIGNAGE PLAN.

2.5 FENCING & WALLS

CHAIN LINK IS ONLY ACCEPTABLE IN THE "EMP" AREA BY INDUSTRIAL USES AND MUST BE VINYL COATED. CHAIN LINK IS NOT PERMITTED WITH ANY OTHER USE. OTHER FENCING MATERIALS SUCH AS SIMULATED WROUGHT 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 PRIMARY BUILDING ARCHITECTURE.

2.6 DRIVE-THROUGH FACILITIES

DRIVE-THROUGH FACILITIES ARE A CONVENIENT SERVICE; HOWEVER, THEY CAN CREATE BARRIERS TO PEDESTRIAN MOVEMENT AND PRESENT AN UNATTRACTIVE APPEARANCE UNLESS THEY ARE THOUGHTFULLY DESIGNED AND LOCATED.

DRIVE THROUGH WINDOWS, MENU BOARDS AND STACKING AREAS SHALL BE SUBJECT TO THE SAME SETBACK AND SCREENING REQUIREMENTS AS PARKING LOTS.

PART 3 - RESIDENTIAL DISTRICTS

THESE STANDARDS REPRESENT MINIMUM ARCHITECTURE AND DEVELOPMENT STANDARDS FOR THE RESIDENTIAL DISTRICTS IN AN EFFORT TO CREATE A COHESIVE OVERALL WELTY RIDGE DEVELOPMENT ACROSS MULTIPLE BUILDERS AND PRODUCTS. ADDITIONAL ARCHITECTURAL STANDARDS MAY BE INCLUDED AS MORE DETAILED PRELIMINARY AND FINAL DEVELOPMENT PLANS ARE CREATED FOR EACH PLANNING AREA, PHASE, AND/OR RESIDENTIAL PRODUCT.

3.1 SINGLE FAMILY ATTACHED AND DETACHED ARCHITECTURAL STANDARDS

3.1.1 APPLICABILITY

ALL SINGLE-FAMILY DETACHED AND ATTACHED DWELLINGS SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DEVELOPMENT STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE REQUIREMENTS.

3.1.2 EXTERIOR CHANGES

EXTERIOR MATERIAL CHANGES SHOULD OCCUR AT CHANGES IN THE PLANE OF THE BUILDING, NOT EXCLUSIVELY AT THE OUTSIDE CORNERS.

3.1.3 GARAGES

ALL SINGLE FAMILY DETACHED HOMES SHALL INCLUDE A MINIMUM 2-CAR GARAGE, EITHER ATTACHED OR DETACHED, AS PART OF THE NEW CONSTRUCTION OR PLACEMENT.

3.1.4 PRODUCT VARIATION

APPLICABILITY:
THE FOLLOWING HOUSING MODEL VARIETY STANDARDS SHALL APPLY TO ALL NEW RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS. THESE STANDARDS ARE INTENDED TO PREVENT MONOTONOUS STREETSCAPES AND OFFER CONSUMERS A WIDE CHOICE OF HOUSING STYLES.

EACH HOUSING MODEL SHALL PROVIDE AND EXHIBIT AT LEAST THREE FEATURES THAT CLEARLY AND OBVIOUSLY DISTINGUISH THEM FROM OTHER HOUSING MODELS. THESE FEATURES CAN INCLUDE ANY OF THE FOLLOWING:

1. BUILDING MASS - BUILDING MASS IS CONSIDERED TO BE THE OUTLINE OF THE STRUCTURE. THIS IS DETERMINED BY THE HEIGHT, WIDTH, AND DEPTH OF THE STRUCTURE.
2. BUILDING FORM - BUILDING FORM IS CONSIDERED TO BE THE STYLE OF THE HOME, INCLUDING RANCH, TRI-LEVEL OR TWO-STORY STRUCTURES.
3. ROOF TYPE - ROOF TYPES CONSIST OF MANSARD, HIP, GAMBREL, GABLE, AND FRONT-TO-BACK (SHED STYLE). DIFFERENTIATION MAY ALSO BE ACHIEVED THROUGH THE USE OF ROOF DORMERS, GABLES, AND HIPS. FLAT OR A-FRAMES ROOFS SHOULD BE AVOIDED UNLESS APPROPRIATE TO THE ARCHITECTURAL STYLE.
4. WINDOWS AND DOORS - THE VERTICAL OR HORIZONTAL VARIATION IN THE PLACEMENT OF AT LEAST TWO WINDOWS AND/OR DOORS ON THE FRONT FACADE ELEVATION OR WINDOW SHAPES THAT ARE SUBSTANTIALLY DIFFERENT. THIS STANDARD ALSO APPLIES TO ANY ELEVATION FACING A STREET, OPEN SPACE OR PUBLIC / PRIVATE PARK.
5. THE USE OF AT LEAST TWO DIFFERENT MATERIALS ON THE FRONT FACADE ELEVATION.
6. GARAGES. VARIATION IN THE LOCATION AND/OR PROPORTION OF GARAGES AND GARAGE DOORS, SUCH AS ALLEY-LOADED GARAGES, SIDE-LOADED GARAGES, ETC. (2-CAR GARAGE VS. 3-CAR GARAGE OF THE SAME ELEVATION DO NOT MEET THE INTENT).
7. VARIATIONS IN THE LOCATION, WIDTH, AND PROPORTION OF FRONT PORCHES (MIN. SIZE 6'x6").
8. MINOR COSMETIC CHANGES SUCH AS DIFFERENT PAINT COLOR, REVERSING OR CREATING MIRRORED IMAGES OF THE EXTERIOR ARCHITECTURAL ELEVATIONS, SHUTTERS, DECORATIVE BRACKETS, OR USING DIFFERENT BRICK OR STONE COLOR SHALL NOT MEET THE INTENT OF THIS SECTION.

THE SAME HOUSING MODEL WITH THE IDENTICAL STREET ELEVATION DESIGN (OR NEARLY IDENTICAL) SHALL NOT BE PLACED LESS THAN THREE AWAY OR DIRECTLY ACROSS THE STREET FROM ONE ANOTHER. "ACROSS THE STREET" IS DEFINED AS LOTS THAT OVERLAP EACH OTHER WHEN THE SIDE LOT LINES ARE EXTENDED ACROSS THE STREET TO THE OPPOSITE LOT. THE SAME HOUSING MODEL USED AT THE END OF ONE BLOCK SHALL NOT BE REPEATED ON THE FIRST LOT OF THE NEIGHBORING BLOCK.

IDENTICAL OR NEARLY IDENTICAL STREET ELEVATION DESIGN MEANS LITTLE OR NO VARIATION IN THE ARTICULATION OF THE FAÇADE, HEIGHT OR WIDTH OF THE FAÇADE, PLACEMENT OF THE PRIMARY ENTRANCES, PORCHES, NUMBER AND PLACEMENT OF WINDOWS, AND OTHER MAJOR ARCHITECTURAL FEATURES.

3.2 CLUSTERED SINGLE FAMILY RESIDENTIAL ARCHITECTURAL STANDARDS

3.2.1 GENERAL

CLUSTER HOMES ADJACENT TO A PUBLIC STREET AND LOCATED ON A MOTOR COURT OR GREEN COURT SHALL HAVE A SIDE FACING GARAGE. THE GARAGE SHALL FACE THE MOTOR COURT OR SHARED DRIVE NOT THE PUBLIC STREET (SHEET 12, EXHIBIT B).

3.2.2 ACCESS

IF FOUR OR FEWER UNITS ACCESS FROM A SHARED DRIVE, THE MINIMUM DRIVE WIDTH IS 16 FEET (SEE CLUSTER HOME EXAMPLE B - MOTOR COURT ON SHEET 10). IF 5 OR MORE UNITS ACCESS OFF A COMMON DRIVE THE MINIMUM DRIVE WIDTH IS 23 FEET (SEE CLUSTER HOME EXAMPLE A - GREEN COURT ON SHEET 10).

GARAGES FACING ONTO SHARED DRIVES MUST HAVE A MINIMUM FACE TO FACE SEPARATION OF 30 FEET.

3.1.3 FACADES

EXTERIOR FACADES SHALL COMPLY WITH THE CURRENT STANDARDS AND DESIGN GUIDELINES EXCEPT AS FOLLOWS:

IN ORDER TO BE CONSIDERED A DISTINCT ELEVATION, EACH ELEVATION SHALL INCORPORATE AT LEAST THREE OF THE FOLLOWING:

1. PLACEMENT OF WINDOWS ON THE FRONT FAÇADE ELEVATION INCLUDE AT LEAST A TWO-FOOT VERTICAL OR HORIZONTAL VARIATION IN SIZE OR LOCATION.
2. THE USE OF DIFFERENT MATERIALS OR VARIATIONS OF THE SAME MATERIAL ON THE FRONT FAÇADE ELEVATION.
3. VARIATIONS IN FRONT PLANE.
4. VARIATION IN ROOF TYPE, GABLE AND HIP.

NO MORE THAN TWO (2) OF THE SAME MODEL ELEVATIONS ARE PERMITTED WITHIN A MOTOR OR GREEN COURT. IF TWO MODEL ELEVATIONS ARE LOCATED WITHIN THE SAME MOTOR COURT THEY MUST USE DIFFERENT COLORS OR MATERIALS.

NO HOME MODEL ELEVATION SHALL BE REPEATED DIRECTLY ACROSS ANY STREET. THIS APPLIES TO STREET SIDE HOMES ONLY. THIS DOES NOT APPLY TO UNITS LOCATED INTERIOR TO THE MOTOR COURT OR GREEN COURT.

ALL "STREET SIDE CLUSTER HOMES" SHALL MEET THE FOLLOWING:

1. THE FRONT FAÇADE OF THE HOME INCORPORATES A COVERED PORCH.

3.3 MULTI-FAMILY RESIDENTIAL ARCHITECTURAL STANDARDS

3.3.1 BUILDING DESIGN

THE ARCHITECTURAL DESIGN APPROACH SHALL EMPHASIZE COMPATIBILITY WITH EXISTING DEVELOPMENT AND SITE DESIGN.

THE DESIGN OF NEW STRUCTURES IN OR ADJACENT TO EXISTING DEVELOPED AREAS SHALL BE COMPATIBLE WITH, OR AN UPGRADE TO, THE ESTABLISHED ARCHITECTURAL CHARACTER OF SUCH AREAS. COMPATIBILITY MAY BE ACHIEVED THROUGH TECHNIQUES SUCH AS:

1. REPETITION OF ROOF LINES.
2. USE OF SIMILAR PROPORTIONS IN BUILDING MASS AND OUTDOOR SPACES.
3. SIMILAR RELATIONSHIPS TO THE STREET.
4. SIMILAR WINDOWS AND DOOR PATTERNS.
5. BUILDING MATERIALS WITH SIMILAR COLORS AND TEXTURES.

TREAT ALL SIDES WITH SIMILAR MATERIALS. MULTI-FAMILY BUILDING FACADES SHALL BE ARTICULATED WITH PORCHES, BALCONIES, BAYS OR OTHER OFFSETS.

ACCESSORY BUILDINGS SHOULD BE SIMILAR IN CHARACTER AND MATERIALS AS PRIMARY BUILDINGS.

3.3.2 FACADES

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:

1. CHANGE IN PLANE.
2. CHANGE IN COLOR, TEXTURE OR PATTERN, MATERIAL.
3. WINDOWS.
4. 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 20% OF THE LENGTH OF THE FACADE.

3.3.3 BUILDING ENTRANCES

PRIMARY BUILDING ENTRANCES SHALL BE CLEARLY DEFINED AND PROVIDE SHELTER, AND INCLUDE A MINIMUM OF TWO (2) OF THE FOLLOWING:

1. CANOPY, ARCADE OR PORTICO.
2. OVERHANG OR RECESS.
3. RAISED CORNICED PARAPET.
4. PEAKED ROOF OR ARCH.
5. ARCHITECTURAL DETAIL SUCH AS COLUMNS, TILE WORK, STONE OR MOLDINGS INTEGRATED INTO THE BUILDING STRUCTURE.
6. INTEGRAL PLANTERS OR WING WALLS THAT INCORPORATE LANDSCAPED AREAS AND/OR PLACES FOR SITTING.
7. SPECIAL LANDSCAPE OR SITE FEATURE(S).

3.3.4 ROOF AND TOP TREATMENTS

ROOFTOP MECHANICAL EQUIPMENT MUST BE NON-OBTRUSIVE, SCREENED FROM VIEW OR DESIGNED TO BE INTEGRAL COMPONENTS OF THE BUILDING.

THE AVERAGE PARAPET HEIGHT MAY NOT EXCEED 15% OF THE SUPPORTING WALL HEIGHT.

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.

ACCESSORY BUILDINGS SHALL BE OF THE SAME CHARACTER AND MATERIALS AS PRIMARY BUILDINGS.

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ph: 303.632.8867

PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1.	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
DESIGN GUIDELINES

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

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OUTLINE DEVELOPMENT PLAN
WELTY RIDGE

LOCATED IN SECTION 10, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PART 4 - COMMERCIAL, OFFICE AND LIGHT INDUSTRIAL ARCHITECTURAL STANDARDS

4.1 GENERAL

THESE DESIGN STANDARDS APPLY TO THE CREATION OF AND IMPROVEMENTS TO HIGH VISIBILITY, NEIGHBORHOOD, COMMUNITY AND REGIONAL-SCALE COMMERCIAL AREAS. REQUIREMENTS APPLICABLE TO THE OVERALL NATURE OF THE PUD CAN BE FOUND IN THE GENERAL DESIGN GUIDELINES (PART 2) AND SHOULD BE VIEWED AS COMPLEMENTARY.

4.1.1 CONTEXT/SCALE

IN ORDER TO ACHIEVE COHESIVE DESIGNS WITHIN EACH AREA OF DEVELOPMENT, ATTENTION MUST BE PAID TO BUILDINGS AND FEATURES SURROUNDING THE PROPOSED IMPROVEMENT.

THE DESIGN OF BUILDINGS WHICH FACE PUBLIC STREETS, ADJACENT DEVELOPMENTS, OR CONNECTED PEDESTRIAN SPACES, SHALL EMPLOY, ALONG A MINIMUM OF FORTY (40) PERCENT OF THE FACADE, AT LEAST TWO OF THE FOLLOWING IN AN EFFORT TO FORM COHESIVE DEVELOPMENT, DEFINE THE SPACES, AND TO BRING A PEDESTRIAN SCALE TO THE FACADES. THIS REQUIREMENT IS FOR ALL ELEVATIONS (360◦ DESIGN)

1. SIMILAR WINDOWS AND PATTERNS
2. REPETITION OF ROOF LINES
3. SIMILAR BUILDING MATERIALS AND TEXTURES
4. SHADING DEVICES (INCLUDING ARCADES, AWNINGS AND ARBORS)
5. SIMILAR PROPORTIONS OF ELEMENTS

4.1.2 ARTICULATION

WALL DESIGN FOR ALL FACADES SHALL VARY AT LEAST EVERY FIFTY (50) HORIZONTAL FEET BY USE OF AT LEAST TWO (2) OF THE FOLLOWING:

1. CHANGES IN COLOR, TEXTURE, OR MATERIALS.
2. CHANGES IN WALL PLANE PROJECTIONS, REVEALS, ENTRANCES, AND RECESSES WITH A MINIMUM CHANGE OF ONE FOOT.
3. CHANGE IN GLAZING / CURTAIN WALL
4. VARIETY IN ROOFS: SUCH AS PITCH, HEIGHT, AND STYLE.
5. ENHANCED ARTICULATION ALONG PEDESTRIAN PATHS

4.1.3 BUILDING ENTRANCES

PUBLIC BUILDING ENTRANCES SHOULD BE CLEARLY DEFINED AND FEATURE AT LEAST TWO (2) OF THE FOLLOWING ELEMENTS:

1. CANOPIES OR PORTICOS
2. OVERHANGS OR RECESSES OR PROJECTIONS
3. ARCADES
4. ARCHES
5. DISPLAY WINDOWS ALONG SIDEWALKS
6. INTEGRAL PLANTERS OR WING WALLS WITH INCORPORATED LANDSCAPE AREAS AND/OR PLACES FOR SITTING
7. DISTINCTIVE ROOF FORMS
8. AWNINGS
9. COLUMNS, TILE WORK, MOLDINGS, AND STONE INTEGRATED INTO THE DESIGN OF THE BUILDING

4.1.4 MECHANICAL EQUIPMENT, LOADING AREA, AND OUTDOOR STORAGE

ALL LOADING DOCKS, ACCESSORY OUTDOOR STORAGE AND SERVICE YARDS SHALL BE LOCATED TO THE SIDE AND REAR YARDS OF BUILDINGS.

ALL OUTDOOR STORAGE YARDS, LOADING DOCKS, SERVICE AREAS AND MECHANICAL EQUIPMENT SHALL BE CONCEALED FROM VIEW FROM RESIDENTIAL USES AND PUBLIC ROW BY A COMBINATION OF SCREENS AND SCREENING MATERIAL (PLANTS) AT LEAST AS HIGH AS THE EQUIPMENT OR AREAS THEY HIDE. THEY SHALL BE DESIGNED WITH COLORS AND MATERIALS SIMILAR TO THOSE USED ON THE BUILDING ARCHITECTURE. PLANTS USED IN COMBINATION WITH SCREENS/FENCING SHALL BE EVERGREEN.

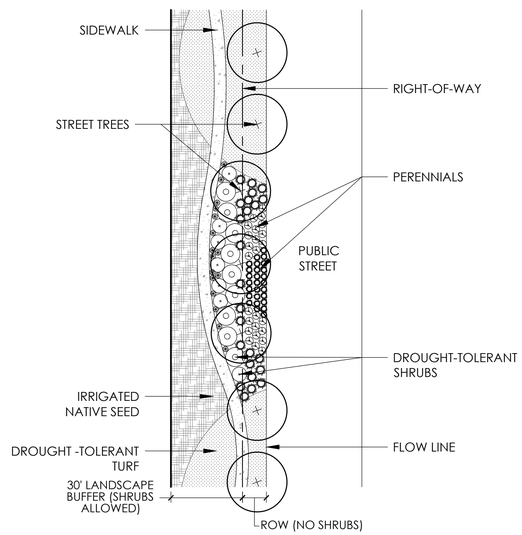
4.1.5 FENCES

ALL FENCING SHALL CONSIST OF WOODEN, STAKE, PARCEL PICKET, SPLIT RAIL, VINYL, WROUGHT IRON, AND/OR MASONRY. CHAIN LINK WILL ONLY BE ACCEPTED IN "EMP" AREAS FOR INDUSTRIAL USES.

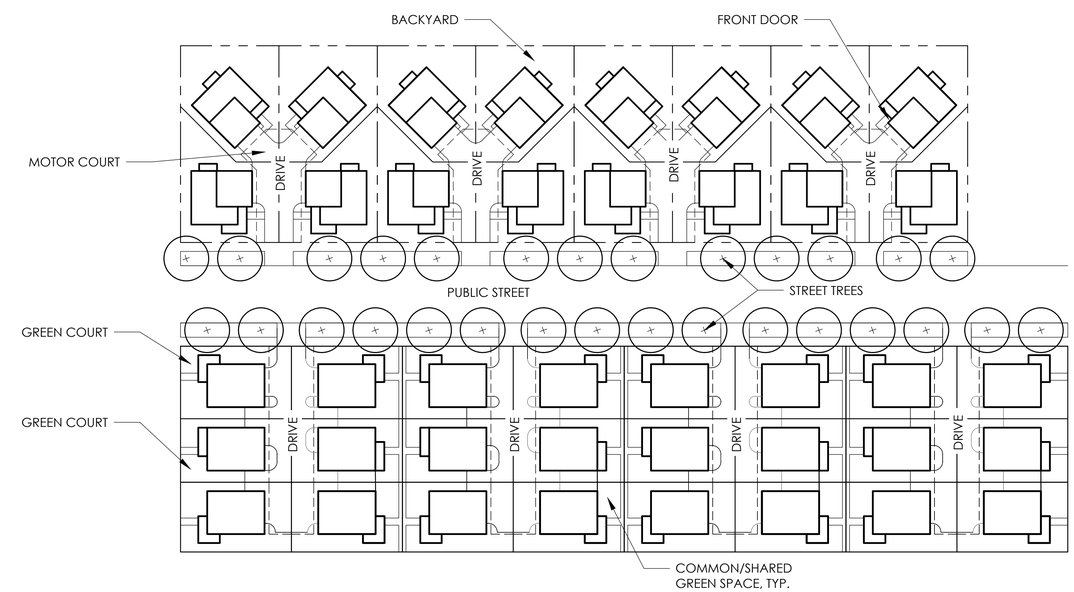
EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, BUFFER, AND ANCHOR MATERIALS.

4.1.6 RETAINING WALLS

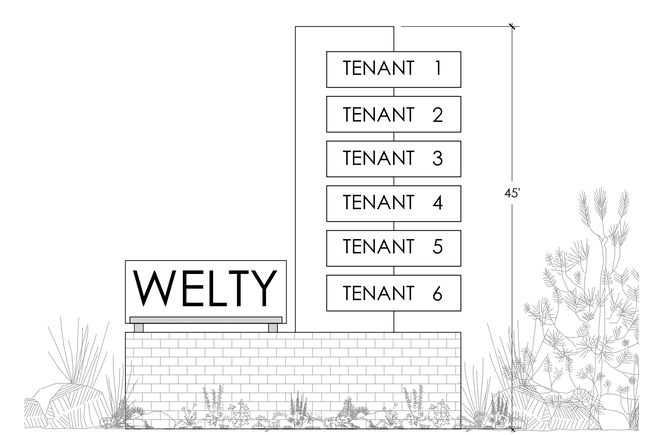
ANY PORTION OF CONCRETE OR MASONRY RETAINING WALLS VISIBLE FROM PUBLIC STREETS WILL BE COVERED WITH DECORATIVE MATERIALS SUCH AS STONE, BRICK OR STUCCO.



STREETSCAPE TYPICAL (EXHIBIT A)



CLUSTER HOME CONCEPTUAL PLAN (EXHIBIT B)



MULTI-TENANT HIGHWAY SIGN EXAMPLE (EXHIBIT C)

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PLATTE LAND & WATER, LLC

CORE CONSULTANTS

#	REVISION DESCRIPTION	DATE	BY
1	APPROVED ODP	JANUARY 22, 2020	

WELTY RIDGE
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
DESIGN GUIDELINES

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET
12 OF 12

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Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**Public Hearing of Welty Ridge Outline Development Plan Amendment 1**
DESCRIPTION:	Proposed amendment to the 144-acre Welty Ridge Outline Development Plan (ODP), 2019, to modify the size and shape of Planning Areas, update uses, signage, and other modifications.
LOCATION:	South of CR 48, West of I-25
APPLICANT:	Buc-ee's, Ltd. / Kimley-Horn & Associates, Representative
STAFF:	Kim Meyer, Director
HEARING DATE:	October 13, 2021

EXECUTIVE SUMMARY

This project request is to modify an existing ODP for a Planned Unit Development with a mix of uses, on 144 acres at the SW corner of I-25 and CR 48, across from the Gateway industrial and retail development.

PROCESS NOTES

An ODP is a high-level "master planning" document that provides guidance on land uses, some development standards if they deviate from typical town codes or regulations, and ensure overall feasibility of the proposed intensity and density of a development with a review of an initial traffic report, a master drainage plan, overall circulation plans, understanding of property encumbrances - all of which require further detail be forthcoming as future development plans are known and reviewed/approved by the Town.

This project will need additional review and hearings to review proposed subdivisions, roadway and utility designs, drainage and stormwater design, architecture and landscape design, and other development details.

ATTACHMENTS

1- Vicinity Map
2- Application
3- Welty Ridge – 2019 approved ODP
4- Welty Ridge ODP Amendment No 1

PROPERTY DATA

Zoning / Land Use: PUD-MU – Welty Ridge ODP / Undeveloped

Surrounding Zoning / Land Use:

- North: G – Gateway & PUD / Gateway Subdivision - Retail and Light Industrial Uses
- East: Interstate 25
- South: Weld "A" / RR Tracks and Unincorporated Ag lands
- West: Weld "A" / Unincorporated Ag lands

Floodplain: No

Oil & Gas: An existing gas pipeline runs east-west through the site east-west, to a set of Plugged & Abandoned (P&A) wells, per the COGCC website.

PROJECT BACKGROUND & SUMMARY

The current Welty Ridge Outline Development Plan was approved by Johnstown in 2019, as a mixed-use PUD master plan. The ODP provided multiple Planning Areas, which could be modified in size and scale up to 30%, and included a maximum/cumulative total amount of square feet of commercial for each area as well as a maximum/cumulative density and numbers of units.

The Veeman Annexation, which brought this property into the Town, included an agreement that stipulated only commercial, light industrial, and multifamily uses for the property, with no light industrial along the I-25 frontage. The Welty Ridge ODP did permit some single family attached and detached units on the parcel, recognizing the size of the parcel may restrict the ability for the full 144 acres to support nothing but commercial, light industrial, and multi-family uses.

The current ODP amendment modifies some of the proposed site circulation, with a proposed roundabout at Gateway Circle & CR 48, to be fully detailed in development design stages and require additional traffic information. This has also been referred to CDOT for comments. CDOT and the Town are generally supportive of the concept, but also will require detailed engineering drawings and traffic studies/modeling to better analyze the potential impacts to the remainder of CR 48 and the Hwy 60 Interchange. This proposed design turns the Gateway Drive intersection into a right-in / right-out intersection, a fate likely sealed by the current interchange design as well as future traffic increases, and the need – at some point - for better traffic management on this leg of CR 48. Staff has reached out to adjacent property owners to inform them, one-on-one, of this proposed shift in traffic movements – most have been quite supportive of the overall traffic movement changes.

- No changes in residential density or unit counts, nor commercial SF is proposed.
- The land-use change was to remove the 5000 SF limitation on convenience / gas stations as market trends are moving those uses to be larger stores.
    - *Staff analysis: The Town's zoning code has no similar size restrictions, which was from the original ODP only.*
- Changes to the circulation plan

SUBMITTAL AND REFERRALS

Based upon the changes proposed, this amended ODP included the proposed ODP sheet changes, as well as an updated Traffic Impact Study (TIS) that addressed the roundabout/intersection configurations proposed as well as trip generation of a specific tentative user.

The project was referred to and reviewed by:

- Public Works Department
- FHU (Town Traffic Engineer)
- CDOT

STAFF ANALYSIS

The proposed amendments to the ODP sheets only reflect those that were modified with the original ODP and are included in the amendment; prior approved sheets with no revisions remain unchanged and applicable.

The one change to the Land Use Table would be to remove the limitation on convenience stores/groceries to no more than 5,000 SF. The current trend is for much larger, more full-service convenience stores offering restaurant-quality foods, as well as other conveniences. And a grocery store would be a welcome use in the community. This is not a requirement that appears anywhere in the municipal code, therefore Staff is supportive of removing that limitation.

On the circulation plan and overall ODP sheet, the changes are primarily to the configuration of several Mixed-Use Planning Areas, with some modified concept of how circulation could work through the site. The concept of a roundabout on CR 48, connected into the parcel with collector roads seems possible, depending on subsequent proposed development plans and requested revisions to the TIS. CDOT has noted that more detailed traffic information and modeling are likely needed to approve a roundabout at that intersection – Staff anticipates that the entire stretch of CR 48 from CR 7 to the interchange will be evaluated to determine the best points for accesses and intersections as the adjoining properties develop.

An additional sign has been proposed along the I-25 frontage of PA-3. Prior ODP permitted one larger multi-tenant sign along I-25 and one along CR 48, and proposed a future master signage program be developed. This amendment reiterates the intent for a master sign program and introduces an additional sign along I-25 as a Single or Multi-Tenant sign. One sign is noted at 45-foot height (prior ODP did not dictate a maximum height); and the additional sign is noted on Sheet 9 as 70-foot max, with the intent to be approximately 55 feet higher than the ultimate centerline of CR 48 – to be able to be seen both directions along I-25. Staff has worked with the Applicant to include aesthetic upgrades to the sign that would provide the bottom 20 feet to be clad in a material matching the adjacent development structure(s), as well as a higher density of landscaping, such that over time the trees will begin to help that single pole structure blend better with the overall site.

Overall grading and utility plans – as well as circulation plans – are fairly conceptual in nature at this ODP level, and will be more fully developed with continuation through the Town development review process.

NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 23, 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 map of the proposed ODP.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

It is recommended that Planning and Zoning Commission send a positive recommendation to Town Council that the Welty Ridge ODP Amendment 1 be approved based upon the following findings:

1. The proposed ODP is in agreement with the Johnstown Area Comprehensive Plan and its Future Land Use Map.

2. The level of development of the proposed ODP appears serviceable by Town systems, services, and utilities, with required improvements that will be reflected in future development and construction plans.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the Welty Ridge Outline Development Plan Amendment 1 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 of the requested action based upon the findings as stated in this memo.

Alternate Motions

a. Motion to Approve with Conditions: "I move that the Commission recommend to Town Council approval of the Welty Ridge Outline Development Plan Amendment 1 with the following conditions…"

b. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Welty Ridge Outline Development Plan Amendment 1 based upon the following…"

Planner:

Kim Meyer

Kim Meyer
Planning & Development Director

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Mountain View West Townhomes - Final Subdivision Plat and Final Development Plan for the 1st Replat of Block 1 of Mountain View West Subdivision Replat Amendment No. 1

ACTION PROPOSED: Consider Resolution 2021-39 Approving the Final Subdivision Plat and Final Development Plan for the 1st Replat of Block 1 of Mountain View West Subdivision Replat Amendment No. 1

ATTACHMENTS:
1. Vicinity Map
2. Resolution 2021-39
3. Proposed Mountain View West Subdivision (Townhomes) Final Plat
4. Proposed Mountain View West (Townhomes) Final Development Plan

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The applicant, Townhome Developers LLC, is requesting approval of a Final Subdivision Plat and Final Development Plan to replat Block 1 of the Mountain View West Subdivision creating 143 attached single-family homes (townhomes). The property, located at the northeast corner of Mountain Bluebird Dr. / Molinar St., is just over 17 acres in size and would contain 143 attached single-family lots, as well as create a new 5.19 Acre parcel for future development. Lots will be fee-simple, meaning units will be self-contained on individually-owned lots. Homeowners will have ownership of some outside space at the front and rear of the property, with the remainder of the space owned in common. A new street right-of-way would run through the property, as well, serving these units.

In the interest of working with developers to reduce timelines and review periods, where that seems feasible, Town Staff permitted this development to move forward as a "Combined Preliminary / Final" set of plans and plats. This process meets the spirit and all technical requirements of the Johnstown Municipal Code (JMC) and allows the Applicant to submit an initial set of preliminary plans and plat for review by the Johnstown Review Committee (JRC). Once major issues are identified and resolved, applicants can move straight to the higher-detail final plans and plats, and combine the public hearings for Planning & Zoning Commission and Town Council into a single set of hearings

The proposed subdivision plat (Attachment 3) includes Lot 1, a ±12-acre lot intended for the development of 143 attached residential townhomes, composed of 3, 4- and 5-unit buildings. A ±5 acre tract would be created for future development.

All wet utilities are located in the right-of-way along Molinar St. and Mountain Bluebird Dr. and designed to meet Town standards. Stormwater is conveyed off-site to the east and drains into a utility easement carrying water to a southern detention pond for the subdivision.

Town Staff encouraged the Applicant to consider a public street to access most of these drives, versus a private drive that can become a considerable maintenance burden to homeowners over time. Applicant is proposing construction of modified local residential street to accommodate this. This modification will create an attached sidewalk on both sides of the road, while eliminating the landscape area from the ROW. This landscape area would still be present, though it would be maintained and owned by the HOA. To compensate for the reduced ROW, applicant has proposed a 10-foot public utility easement, rather than the standard 6-foot easement. Reducing the width of the ROW by 10-feet will allow for the streets to be public ROW, rather than private. Public Works has approved the reduction in ROW width.

The proposed replat extends Molinar Street to the east, vacating the corner "knuckle," to create safer right-of-way access options to this project as well as future development to the south.

It should be noted that parks dedication is not required with this subdivision. Dedication of parks and open space areas was satisfied through transfer of land at annexation. A strip of land 75' wide, measured on either side from the center line of the Little Thompson River, is to be transferred to the Town for future trail connections, and to preserve as natural open space.

This proposed subdivision plat and development plan are in substantial compliance with the previously-approved Preliminary Plat, as well as Town and Mountain View West PUD design standards and specifications. External referral agencies included Weld RE5-J School District and Thompson River Parks & Rec District – the School District returned their referral with no comments.

Conditions of approval include standard provisions for finalization of agreements and all construction plans, and are enumerated in the attached resolution.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-39 approving the Final Subdivision Plat and Final Development Plan for the 1st Replat of Block 1 Mountain View West Subdivision Replat Amendment No. 1

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-39 Approving Final Subdivision Plat and Final Development Plan for the 1st Replat of Block 1 Mountain View West Subdivision Replat Amendment No. 1.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2021-39 as presented.

Reviewed and Approved for Presentation,

_____
Town Manager

Mountain View Townhomes

Vicinity Map

LANDONE engineering
970-632-2311

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-39

APPROVING THE FINAL SUBDIVISION PLAT AND THE FINAL DEVELOPMENT PLAN FOR 1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 17.29 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, Townhome Developers, LLC, a Colorado limited liability company, ("Applicant"), submitted an application to the Town for approval of a Final Subdivision Plat and Final Development Plan for 1ST Replat of Block 1 Mountain View West Subdivision Replat, located in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 17.29 acres ("Property"); and

WHEREAS, on June 9, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Subdivision Plat and the Final Development Plan for Mountain View West, 1st Replat, with conditions; and

WHEREAS, on October 18, 2021, the Town Council held a public hearing concerning approval of the Final Subdivision Plat and the Final Development Plan for 1ST Replat of Block 1 Mountain View West Subdivision Replat, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Final Subdivision Plat and the Final Development Plan for 1ST Replat of Block 1 Mountain View West Subdivision Replat, satisfy 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 Final Subdivision Plat and the Final Development Plan for 1ST Replat of Block 1 Mountain View West Subdivision Replat, with conditions.

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

Section 1. Final Subdivision Plat Approval: The Final Subdivision Plat for 1ST Replat of Block 1 Mountain View West Subdivision Replat, located in the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 17.29 acres, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Final Development Plan Approval: The Final Development Plan for 1ST Replat of Block 1 Mountain View West Subdivision Replat, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Final Subdivision Plat and the Final Development Plan for 1ST Replat of Block 1 Mountain View West Subdivision Replat, are approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. The Applicant shall resolve all outstanding comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District prior to construction of any improvements;

2. The Town and the Applicant shall execute a Subdivision Development and Improvement Agreement prior to recordation of the Final Subdivision Plat; and

3. The Town and the Applicant shall execute a Water and Sewer Service Agreement prior to recordation of the Final Subdivision Plat.

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Subdivision Plat for 1ST Replat of Block 1 Mountain View West Subdivision Replat, and, once all conditions of approval are met, record the Final Subdivision Plat as provided herein at the Office of the Weld County Clerk and Recorder.

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

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

Know all persons by these presents that Townhome Developers, LLC, a Colorado limited liabilty company, being the owner of the following described property:

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the Calculated North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 9, as monumented by a #6 rebar with a 2.5" aluminum cap stamped LS23513 at the South end and by a #6 rebar with a 3.25" aluminum cap stamped LS24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;
THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the POINT OF BEGINNING;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 693.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 00°28'15" West a distance of 355.93 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;
THENCE South 89°29'12" West a distance of 719.02 feet
THENCE North 00°34'00" West a distance of 2.78 feet to the to the POINT OF BEGINNING.

Containing an area of 17.29 Acres (753,279 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Board of Trustees of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, blocks, tracts, rights-of-way and easements as shown on this map and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Townhome Developers LLC, a Colorado limited liability company, being the sole owner(s) of the land described hereon, and _____ are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Owner: Townhome Developers LLC, a Colorado limited liability company

_____
By: Andrew J. Gerk as Executive Vice President

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Andrew J. Gerk as Executive Vice President of Townhome Developers, LLC, on this _____ day of _____, 20____. Witness my hand and seal.

My commission expires _____

_____
Notary Public

TOWN COUNCIL

This Plat, to be known as 1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT, is approved and accepted by the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the _____ day of _____, 20_____.

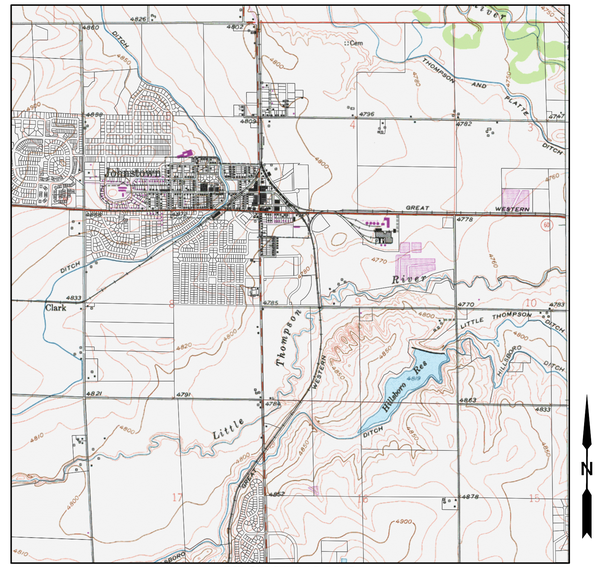
By: _____
Mayor

Attest: _____
Town Clerk
(Seal)

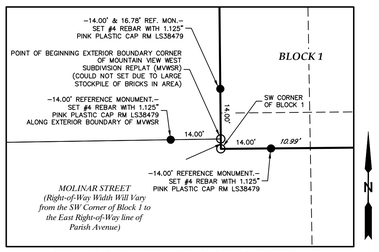
EASEMENT APPROVAL

Utility easements are adequate and are hereby approved and or vacated as shown on this plat.

_____
Town of Johnstown Public Works Director



VICINITY MAP
SCALE: 1"=2000'



SW CORNER BLOCK 1 DETAIL
SCALE: 1"=20'

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- ADJACENT PARCEL LINE
- GIS PARCEL LINE
- SUBJECT PROPERTY
- SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- CALCULATED POSITION

LAND USE SUMMARY - 1ST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION

PORTION	AREA (Sq.Ft.)	AREA (Acres)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	93,057	2.14	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	12.4%
OUTLOT A	171,755	3.94	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	22.8%
BLOCK 1 OVERALL	264,812	6.08	-	-	PUD-B BLOCK	35.2%
BLOCK 2 LOTS	75,335	1.73	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	10.0%
OUTLOT B	105,945	2.43	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	14.0%
BLOCK 2 OVERALL	181,280	4.16	-	-	PUD-B BLOCK	24.0%
BLOCK 3 - TRACT A	226,243	5.19	BAESSLER DEVELOPMENT LLC	BAESSLER DEVELOPMENT LLC	PUD-B TRACT	30.0%
RIGHT-OF-WAY (PUBLIC)	80,970	1.86	PUBLIC	TOWN OF JOHNSTOWN	PUBLIC STREET RIGHT-OF-WAY	10.8%
OVERALL AREA	753,305	17.29	-	-	PUD-B SUBDIVISION	100.0%
OPEN SPACE			-	-	REQUIRED (30% OF SITE) = 5.2 ACRES	

TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon Title Commitment Order Number FCC25175531, having an effective date of May 19, 2020 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES:

1. During the layout and boundary work for this project a rotational error was discovered in the plat of Mountain View West Subdivision Replat, which also appears to be reflected in the construction design and layout of the existing streets. This rotational error causes the platted interior lot lines and streets to be misaligned with the existing exterior boundary monuments, creating an overlap of the streets and lot lines. If the centerline of the existing streets are held, the platted exterior boundary lines miss all existing boundary monuments by a distance of 4.5' to 15.5'. To correct the issue as shown hereon, for the boundary of Block 1, I held the existing found section corners and boundary monuments for the exterior boundary of the subdivision, and held the platted bearings and locations of the interior lot lines to eliminate any overlap with the existing street alignments. These changes are reflected hereon for the future use of any surveyor who may follow in the retracement of any part of this subdivision. These changes are also reflected in a previous Land Survey Plat recorded within County records.

2. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Northwest Quarter of Section 9, T.4N., R.67W., monumented by a #6 rebar with an illegible 3.25" aluminum cap at the North end and a #6 rebar with a 2.5" aluminum cap stamped LS 23513 at the South end, as bearing South 00°51'26" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35' feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

PLAT NOTES:

1. MAINTENANCE NOTE: The Town of Johnstown requires that maintenance access be provided to all storm drainage facilities to ensure continuous operational capability of the system. The property owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdividers agreement. should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance, all such maintenance costs will be assessed to the property owner.

2. GENERAL OVERLOT DRAINAGE NOTE: Lots and tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner in accordance with Town criteria. Should the owner fail to adequately maintain said facilities, the Town shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs will be assessed to the property owner.

3. MAINTENANCE AND ACCESS: The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outlots will be dedicated as blanket Utility, Drainage, Access and Emergency Access Easements, therefore access onto private property will not be an issue.

4. Ten (10) foot Utility Easements are dedicated along all public rights-of-way.

5. The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level, in accordance with current AASHTO sight lines.

6. It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivider(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.

7. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (cross-access easements, drainage easements, etc.)

8. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.

9. Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are passable at all times, for police, fire and emergency vehicles.

10. Entire property is in Flood Zone X, Area of Minimal Flood Hazard per FEMA Flood Map No. 08123C1684E having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on September 24, 2020, by me or under my direct supervisions and that all monuments existingas shown hereon; that the mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisoins or surveying of land an all applicable provisions of the Town of Johnstown.

I attest the above on this_____day of _____, 20_____.

Sheet 1 of 4

_____
Jason S. Allee-On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

PROJECT TEAM

OWNER/DEVELOPER:
Townhome Developers, LLC
3780 W. 10th Street, Suite 200
Greeley, Colorado 80634
Andrew J. Gerk Executive V.P.

ENGINEER
LandOne Engineering LLC
361 71st Avenue
Greeley, Colorado 80634
Phone: 970-443-9547
Jeremy Goetsch, PE

SURVEYOR
Lat40°, Inc. Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, Colorado 80634
Phone: 970-515-5294
Jason Allee, PLS

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

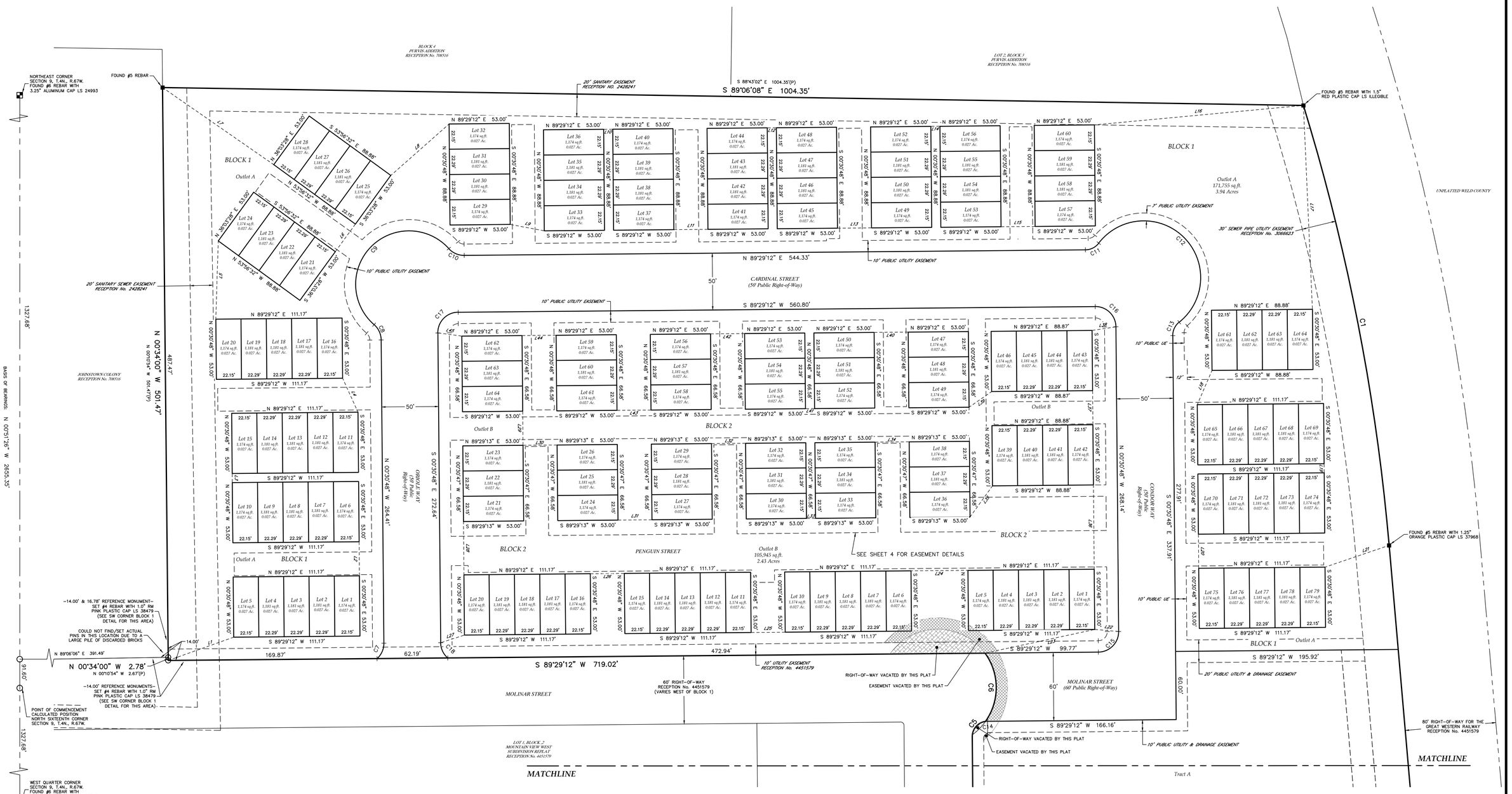
REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021

1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

1
SHEET 1 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- VACATED RIGHT-OF-WAY
- VACATED EASEMENT
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4451579)

N

0 40 80 120

SCALE – 1"=40'

Sheet 2 of 4

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970–515–5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021

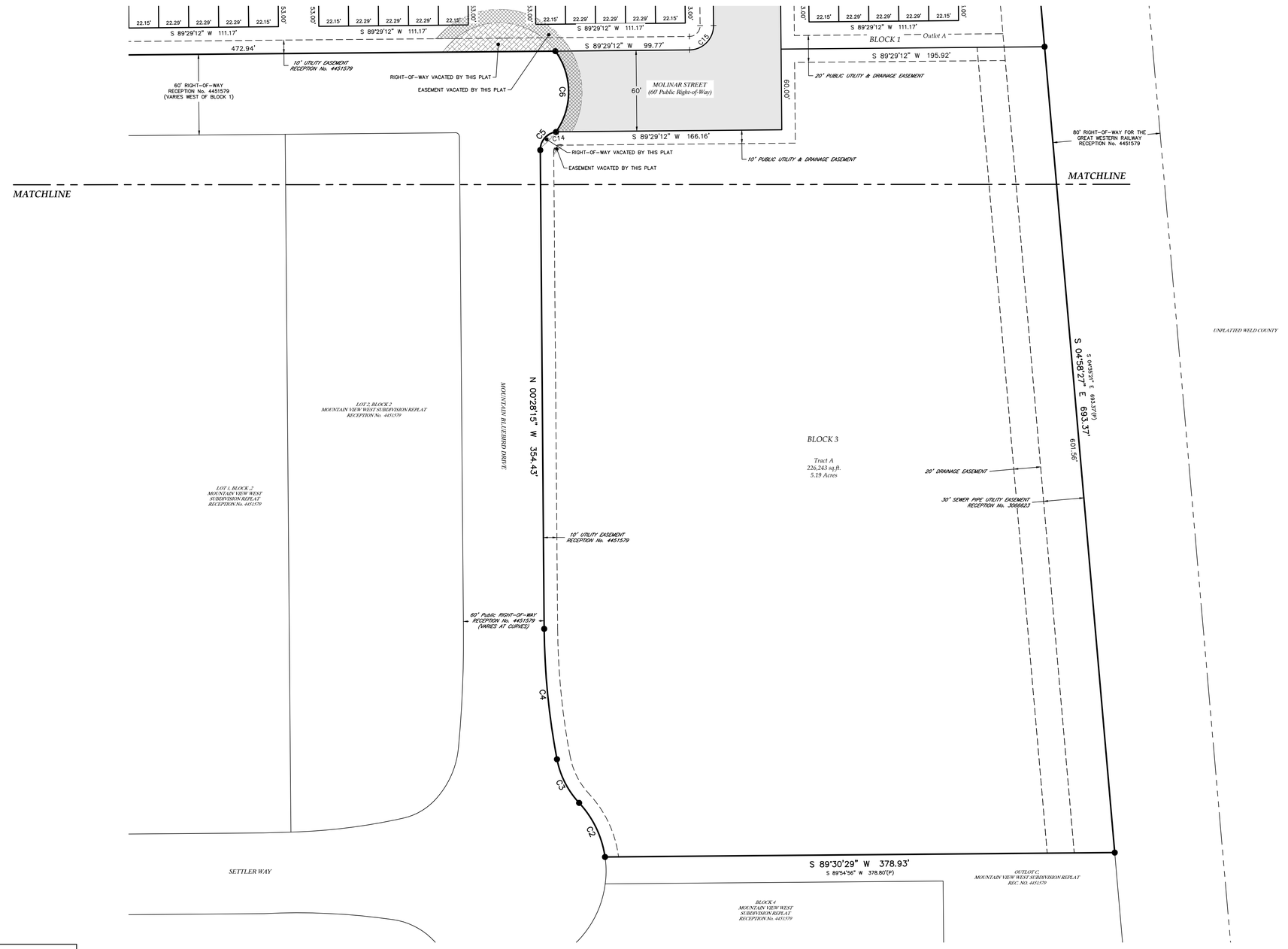
1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

2

SHEET 2 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



LINE	BEARING	DISTANCE
L1	N 70°24'23" E	61.18'
L2	N 00°30'48" W	30.00'
L3	N 00°30'48" W	8.00'
L4	N 24°18'54" W	32.79'
L5	N 01°47'41" E	68.89'
L6	N 36°03'28" E	30.00'
L7	S 55°15'39" E	119.13'
L8	N 48°33'51" E	68.40'
L9	S 79°24'30" E	30.57'
L10	N 89°29'12" E	8.00'
L11	N 89°29'12" E	30.00'
L12	N 89°29'12" E	8.00'
L13	N 89°29'12" E	30.00'
L14	N 89°29'12" E	8.00'
L15	N 89°29'12" E	30.00'
L16	N 84°40'28" E	184.78'
L17	S 02°31'52" E	179.63'
L18	S 23°17'30" W	32.79'
L19	S 00°30'48" E	8.00'
L20	S 00°30'48" E	30.00'
L21	N 71°13'09" E	59.61'
L22	S 77°07'15" E	21.59'
L23	N 77°48'33" E	98.81'
L24	S 89°29'12" W	50.14'
L25	S 89°29'12" W	30.00'
L26	S 89°29'12" W	30.00'
L27	S 76°05'39" W	21.59'
L28	N 00°30'49" W	46.98'
L29	N 00°30'47" W	30.00'
L30	S 89°29'13" W	30.00'
L31	S 89°29'08" W	29.93'
L32	S 89°29'13" W	30.00'
L33	S 89°29'13" W	8.00'
L34	S 89°29'13" W	30.00'
L35	S 35°50'46" W	33.74'
L36	S 00°30'48" E	74.14'
L37	S 00°30'48" E	30.00'
L38	N 73°32'29" E	21.84'
L39	N 55°18'08" E	24.18'
L40	N 89°29'12" E	30.00'
L41	N 89°29'12" E	8.00'
L42	N 89°29'12" E	30.00'
L43	N 89°29'17" E	29.93'
L44	N 89°29'12" E	30.00'
L45	N 74°34'04" W	21.84'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	395.20'	1870.10'	12°06'29"	S 11°01'42" E	394.46'
C2	45.26'	74.50'	34°48'29"	N 25°35'25" W	44.57'
C3	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C4	97.58'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C5	19.51'	13.50'	82°47'53"	N 40°55'42" E	17.86'
C6	64.18'	51.50'	71°23'56"	N 00°26'31" W	60.10'
C7	15.27'	18.00'	48°35'25"	S 23°46'55" W	14.81'
C8	15.26'	18.00'	48°34'58"	N 24°48'17" W	14.81'
C9	153.53'	47.00'	187°09'55"	N 44°29'12" E	93.82'
C10	15.26'	18.00'	48°34'58"	S 66°13'19" E	14.81'
C11	13.62'	15.00'	52°01'12"	S 63°28'36" W	13.16'
C12	169.33'	50.00'	194°02'25"	N 45°30'48" W	99.25'
C13	13.62'	15.00'	52°01'12"	N 25°29'48" E	13.16'
C14	1.69'	13.50'	07°09'30"	N 85°54'23" E	1.69'
C15	28.27'	18.00'	90°00'00"	N 44°29'12" E	25.46'
C16	28.27'	18.00'	90°00'00"	N 45°30'48" W	25.46'
C17	28.27'	18.00'	90°00'00"	S 44°29'12" W	25.46'
C18	15.27'	18.00'	48°35'25"	S 24°48'30" E	14.81'

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- VACATED RIGHT-OF-WAY
- VACATED EASEMENT
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4451579)

Sheet 3 of 4

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970–515–5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021

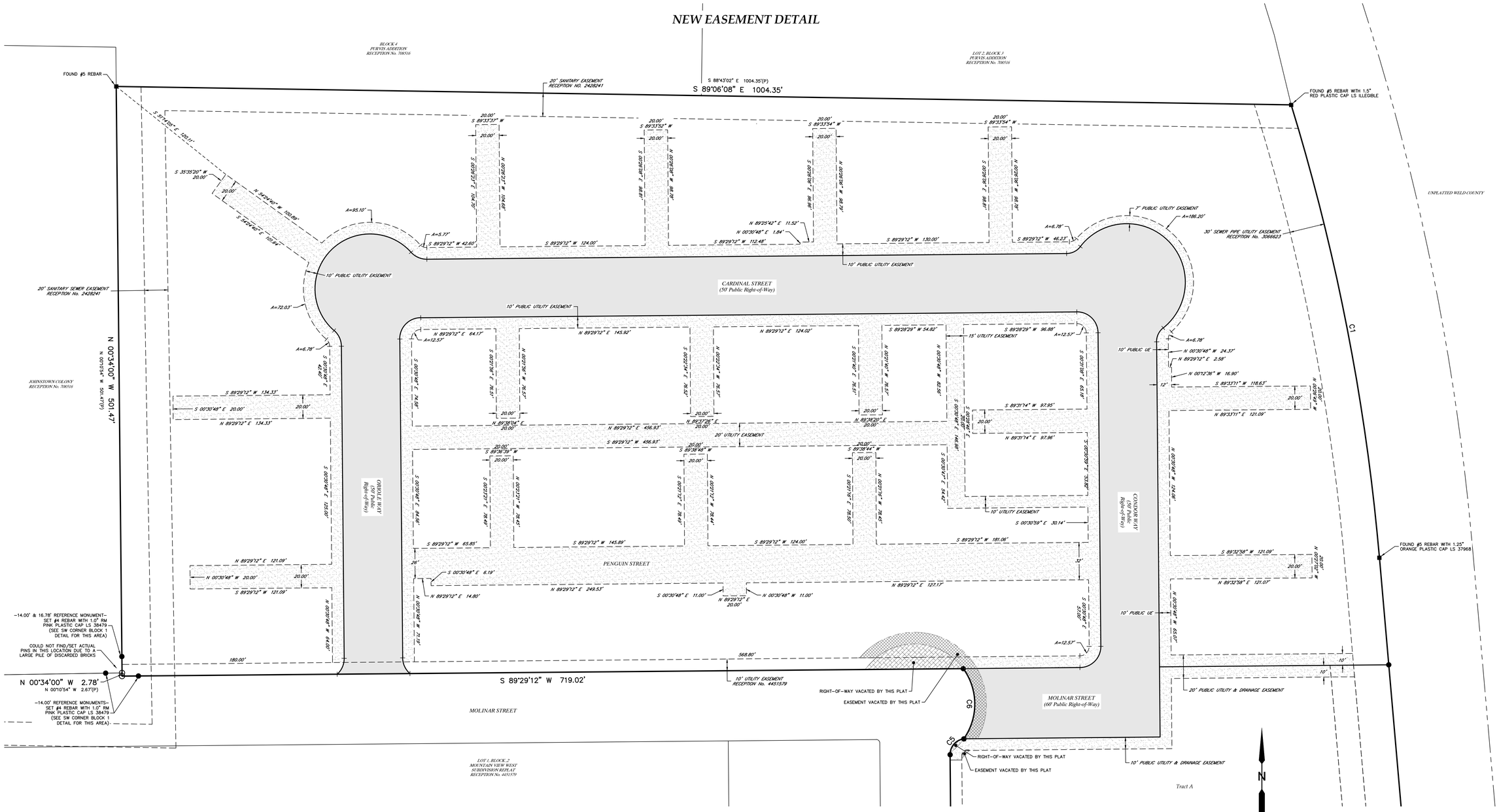
1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

3
SHEET 3 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

NEW EASEMENT DETAIL



0 40 80 120
SCALE – 1"=40'

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- VACATED RIGHT-OF-WAY
- VACATED EASEMENT

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- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
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Sheet 4 of 4

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REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021
REVISE EASEMENTS	6/29/2021

1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

4
SHEET 4 OF 4

1st Replat of Block 1 of Mountain View West Subdivision Replat Amendment No. 1 - FDP Submittal

Block 1 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado

Building Information		
Building Type	Number of Buildings	Number of Units
5-plex	11	55
4-plex	13	52
3-plex	12	36
Total	36	143

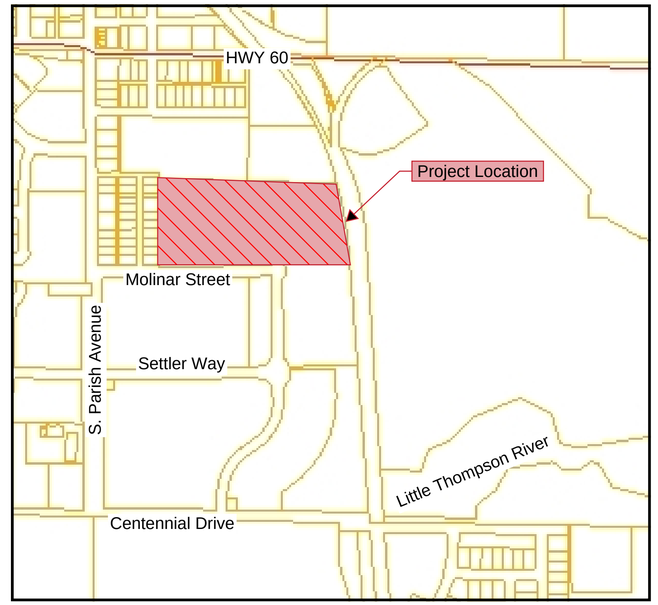
Land Use				
Hardscape (sf)				
Right-of-Way	Private Drive	Private Sidewalk	Private Parking	Total Hardscape
66,250	65,780	11,716	3,078	146,824
Landscape Area (sf)				
Turf	Native Seed	Planting Bed	Rock Mulch w/o Plants	Total Landscape
25,577	95,995	30,889	84,182	236,643
Rooftop (sf)				
133,922				
Open Space				
Required (30% of stie) = 3.56 Acres		Provided = 5.43 Acres		

ROW Dedication	
Street	Area (ac)
Molinar Street	0.25
Public ROW	1.64
Total ROW Dedication	1.89

ROW Vacation	
Street	Area (ac)
Molinar Street**	0.03

** This is the portion of the ROW at the knuckle of Molinar Street and Mountain Bluebird Drive that will be vacated to create the Tee-Intersection

Parking Table	
Designation	Count
Required Parking	358 (2.5 spaces per unit)
Garage Parking	286 (2 per unit)
Surface Parking	15
On-street parking (in ROW)	60
Total Parking Provided	361



Vicinity Map
Not to Scale

Sheet List Table			Revisions				
Page	Sheet Number	Sheet Title	A	B	C	D	E
1	C1.0	Cover Sheet	✓	✓	✓	✓	✓
2	C1.1	Site Plan	✓	✓	✓	✓	✓
3	C1.2	Site Plan	✓	✓	✓	✓	✓
4	E1.0	Representative Elevations	✓	✓	✓	✓	✓
5	L1	Landscape Plan - West	✓	✓	✓	✓	✓
6	L2	Landscape Plan - East	✓	✓	✓	✓	✓
7	L3	Landscape Notes and Details	✓	✓	✓	✓	✓

Legal Description

Block 1 Mountain View West Subdivision Replat Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th P.M. Town of Johnstown, County of Weld, State of Colorado

Project Contacts

Owner/Applicant
Mountain View Land Developers, LLC
3780 West 10th Street, Suite 200
Greeley, CO 80634
(970) 702-2051

Civil Engineer
LandOne Engineering
361 71st Avenue, Suite 100
Greeley, CO 80634
(970) 632-2311

Surveyor
Lat40, Inc.
6250 West 10th Street #2
Greeley, CO 80634
(970) 515-5294

Landscape Architect
Ripley Design, Inc.
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
(970) 224-5828

Town Council

This Final Development Plan to be known as 1st Replat of Block 1 of Mountain View West 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: _____ Mayor

Attest: _____ Town Clerk

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
NOT FOR
CONSTRUCTION

Job Number 20-032
Checked By Jeremy Goetsch
Date 08/20/2021

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COLORADO 811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

Rev. No.	Date	Revision Description
A	12/18/2020	First FDP Submittal
B	02/12/2021	Second FDP Submittal
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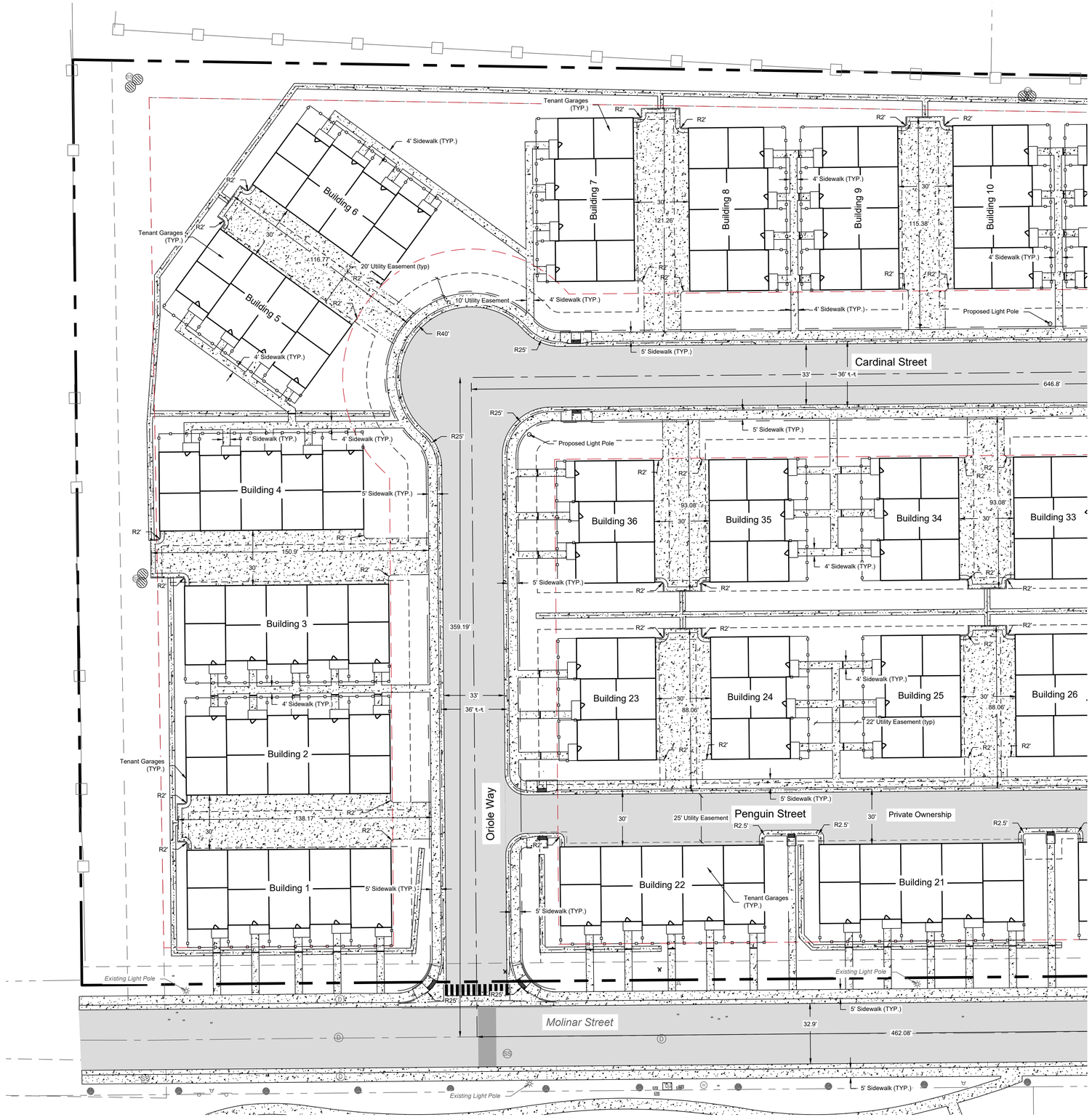
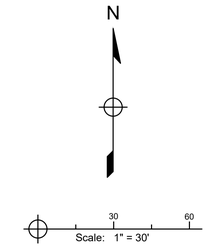
D	06/28/2021	Fourth FDP Submittal
E	08/20/2021	5th FDP Submittal

1st Replat of Block 1 of Mountain View
West Subdivision Replat Amendment No. 1 - FDP Submittal
Cover Sheet
Johnstown, CO

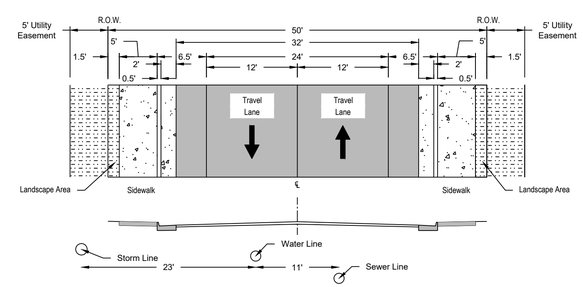
Sheet C1.0



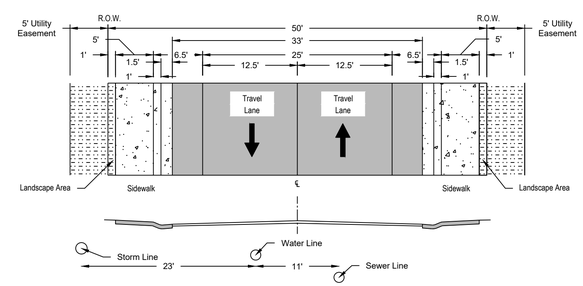


Legend

Existing		Proposed
	Property Line	
	Right of Way	
	Building Setback	
	Easement	
	Flowline	
	Curb and Gutter	
	Fence	
	Pavement	
	Light Duty Pavement	
	Heavy Duty Pavement	
	Concrete	
	Gravel	
	Number of Parking Spaces	#



Modified Residential Local Street
Molinar Street and Condor Way South of Inlet on Condor Way



Modified Residential Local Street
All Other Public Streets

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
NOT FOR
CONSTRUCTION

Job Number	20-032
Checked By	Jeremy Goetsch
Date	08/20/2021

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1st Replat of Block 1 of Mountain View

West Subdivision Replat Amendment No. 1 - FDP Submittal

Site Plan

Johnstown, CO

Sheet
C1.1

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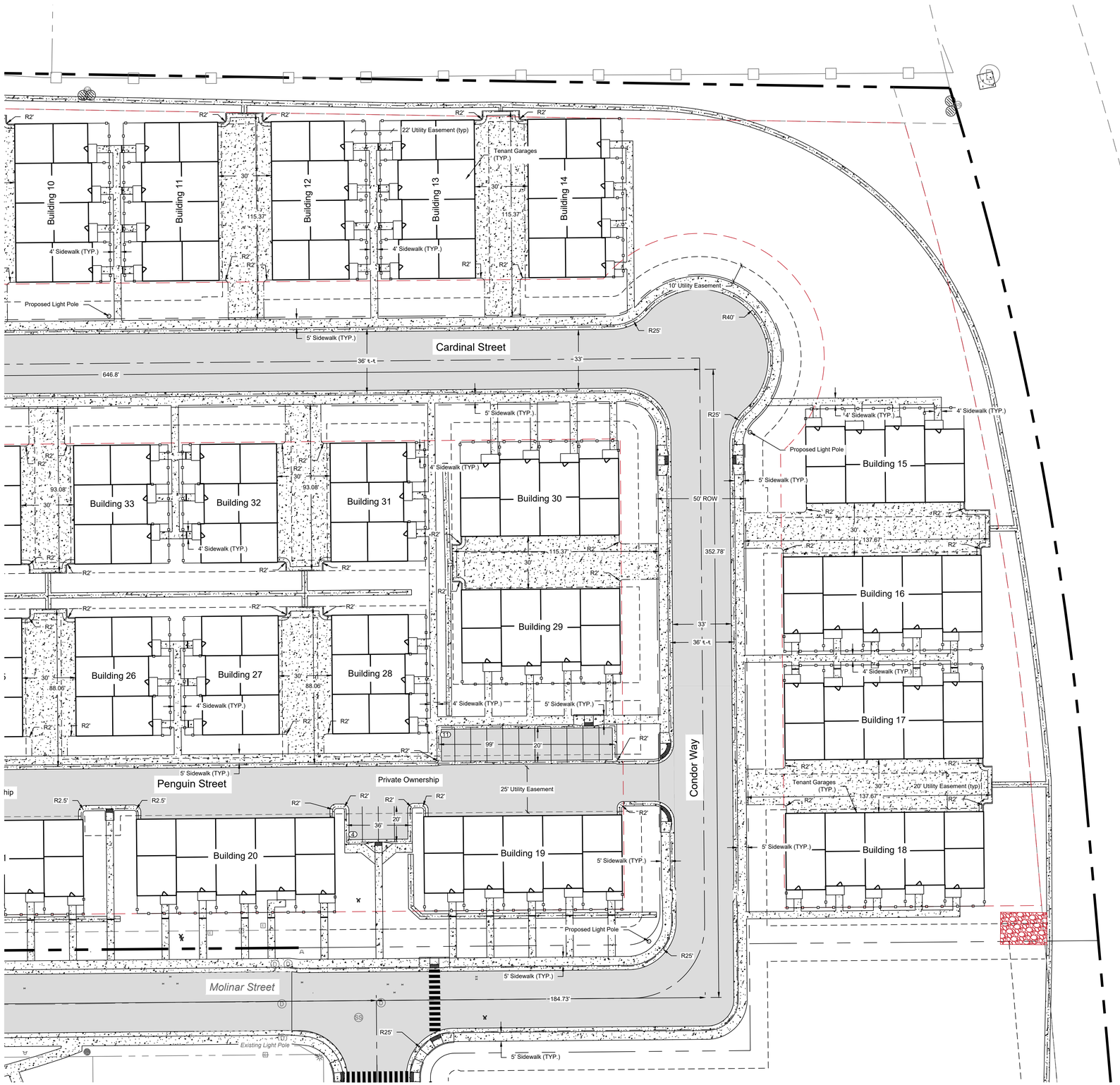

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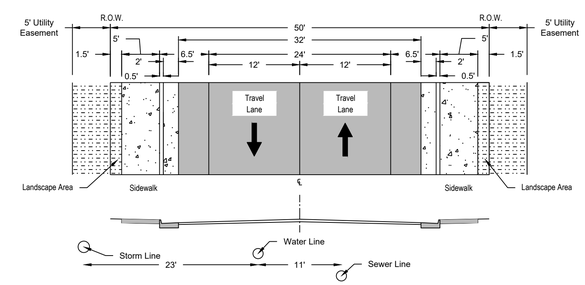
N

Scale: 1" = 30'

Legend

Existing		Proposed
	Property Line	
	Right of Way	
	Building Setback	
	Easement	
	Flowline	
	Curb and Gutter	
	Fence	
	Pavement	
	Light Duty Pavement	
	Heavy Duty Pavement	
	Concrete	
	Gravel	
	Number of Parking Spaces	#



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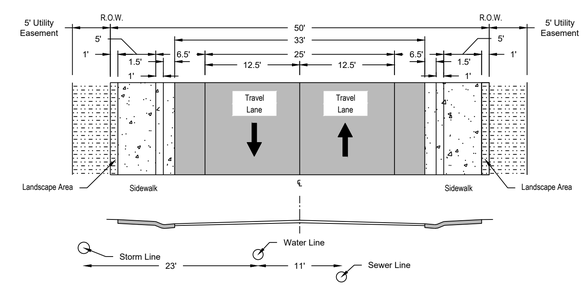
Molinar Street and Condor Way South of Inlet on Condor Way



Modified Residential Local Street
All Other Public Streets

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
NOT FOR
CONSTRUCTION

Job Number	20-032
Checked By	Jeremy Goetsch
Date	08/20/2021

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1st Replat of Block 1 of Mountain View

West Subdivision Replat Amendment No. 1 - FDP Submittal

Site Plan

Johnstown, CO

Sheet
C1.2

Note: These elevations are representative examples only and are not intended to specify exact colors, materials, or elevations of buildings.

LANDONE engineering
361 71st Avenue, Suite 100
Greeley, CO 80634

PRELIMINARY
NOT FOR
CONSTRUCTION

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1st Replat of Block 1 of Mountain View

West Subdivision Replat Amendment No. 1 - FDP Submittal

Representative Elevations

Johnstown, CO

Sheet
E1.0

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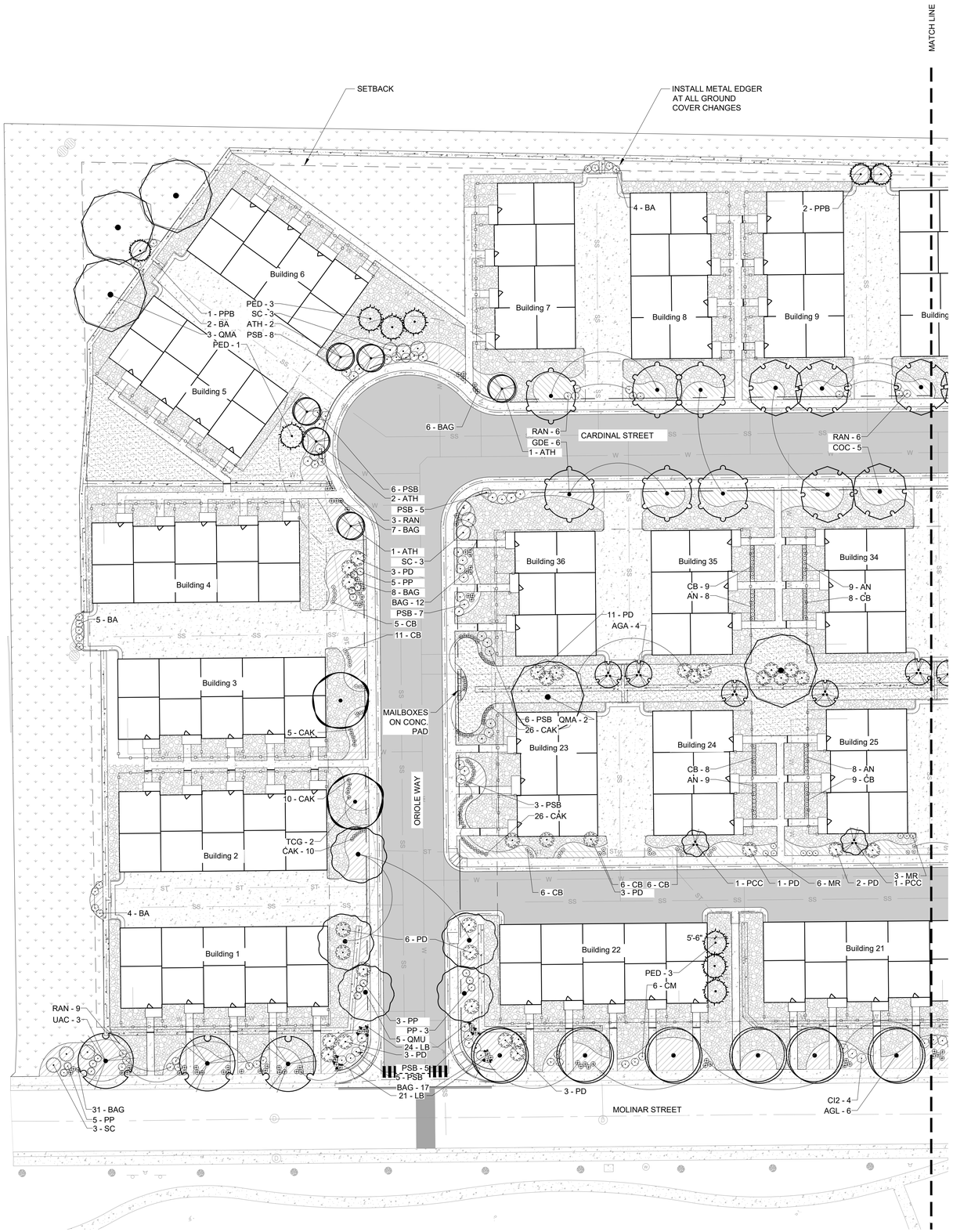


LEGEND

SYMBOL	02 LANDSCAPE MATERIAL DESCRIPTION	QTY	DETAIL
	IRRIGATED TURF	25,577 SF	
	ROCK MULCH	84,182 SF	
	NATIVE GRASS AREA	95,995 SF	
	WOOD MULCH SHRUB BED	30,889 SF	

— W —	WATER LINE UTILITY
	STORM DRAIN UTILITY
— SS —	SANITARY SEWER UTILITY
	EXISTING FENCE
	PROPOSED FENCE

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL / COMMON NAME
AGL	AESCULUS GLABRA / OHIO BUCKEYE
CSP	CATALPA SPECIOSA / NORTHERN CATALPA
COC	CELTIS OCCIDENTALIS / COMMON HACKBERRY
GTI	GLEDITSIA TRIACANTHOS INERMIS `SHADEMASTER` TM / SHADEMASTER LOCUST
GDE	GYMNOCLADUS DIOICA `ESPRESSO` / KENTUCKY COFFEETREE
QMA	QUERCUS MACROCARPA / BURR OAK
QMU	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
TCG	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LITTLELEAF LINDEN
TMH	TILIA MONGOLICA `HARVEST GOLD` / HARVEST GOLD LINDEN
UAC	ULMUS X `ACCOLADE` / ACCOLADE ELM
UFR	ULMUS X `FRONTIER` / AMERICAN ELM

EVERGREEN TREES	BOTANICAL / COMMON NAME
PPB	PICEA PUNGENS `BABY BLUEEYES` / BABY BLUE EYES SPRUCE
PED	PINUS EDULIS / PINON PINE
PLE	PINUS LEUCODERMIS / BOSNIAN PINE

ORNAMENTAL TREES	BOTANICAL / COMMON NAME
ATH	ACER TATARICUM `HOT WINGS` / HOT WINGS TATARIAN MAPLE
AGA	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY
PCC	PYRUS CALLERYANA `CHANTICLEER` / CHANTICLEER PEAR
SR	SYRINGA RETICULATA / JAPANESE TREE LILAC

SHRUBS	BOTANICAL / COMMON NAME
AN	AMORPHA NANA / FALSE INDIGO
BA	BERBERIS THUNBERGII `ATROPURPUREA` / RED LEAF JAPANESE BARBERRY
CM	CHAMAEBATIARIA MILLEFOLIUM / FERNBUSH
CI2	CORNUS SERICEA `ISANTI` / ISANTI REDOSIER DOGWOOD
LB	LINUM LEWISII `BLUE FLAX` / BLUE FLAX
MR	MAHONIA REPENS / CREEPING MAHONIA
PD	PHYSOCARPUS OPULIFOLIUS `DIABLO` / DIABLO NINEBARK
PP	POTENTILLA FRUTICOSA DAVURICA `PRAIRIE SNOW` / PRAIRIE SNOW CINQUEFOIL
PSB	PRUNUS BESSEYI `PAWNEE BUTTES` / PAWNEE BUTTES SAND CHERRY
RG	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC
RAN	ROSA X `NEARLY WILD` / NEARLY WILD ROSE
SC	SYRINGA X PRESTONIAE `MISS CANADA` / MISS CANADA PRESTON LILAC

ORNAMENTAL GRASSES	BOTANICAL / COMMON NAME
BAG	BOUTELOUA GRACILIS `BLONDE AMBITION` / BLONDE AMBITION GRASS
CB	CALAMAGROSTIS BRACHYTRICHA / KOREAN FEATHER REED GRASS
CAK	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS

MOUNTAIN VIEW

PRELIMINARY

JOHNSTOWN, CO

PREPARED BY:

ripley design
LANDSCAPE ARCHITECTURE, LAND PLANNING
419 Canyon Ave. Suite 200 Fort Collins, CO 80521
phone 970.224.5828 | fax 970.225.6657 | www.ripleydesigninc.com

OWNER

BAESSLER HOMES
Andy Gerk
3780 W. 10th Street
Greeley, CO 80634
p. 970-573-7033

LANDSCAPE ARCHITECT

RIPLEY DESIGN INC.
Stephanie Hansen, PLA
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
p. 970.224.5828
f. 970.225.6657

ENGINEER

LANDONE ENGINEERING, LLC
Dan Hull, PE
361 71st Ave.
Greeley, CO 80634
p. 970.632.2311

NORTH
0 15 30 60
SCALE: 1"=30'-0"
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	WATER USEAGE	11/02/2020
02	PRELIMINARY	12/18/2020

REVISIONS

No.	DESCRIPTION	DATE
01	TOWN COMMENTS	3/25/2021
02	ADDED TURF	6/7/2021
03	TOWN COMMENTS	6/25/2021
04	TOWN COMMENTS	8/18/2021

LANDSCAPE PLAN - WEST

SEAL:

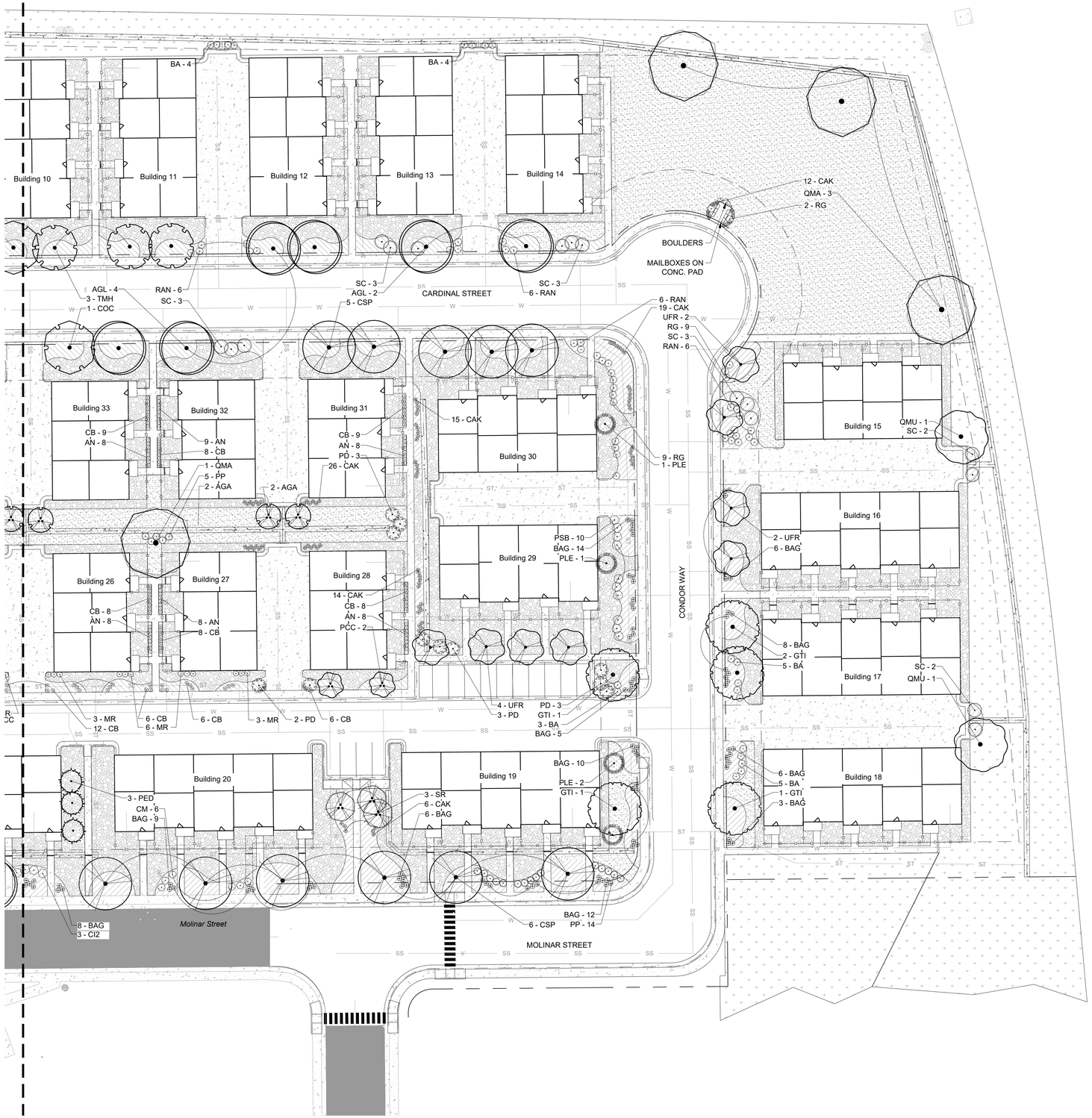
ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

PROJECT No.:	R20-050
DRAWN BY:	SH
REVIEWED BY:	

DRAWING NUMBER:

L1 OF 3

Plotted By: Stephanie Hansen **Layout:** LANDSCAPE PLAN - WEST **Printed On:** 8/18/2021 5:31 PM **File Name:** 1 LANDSCAPE PLAN.dwg



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PROPOSED FENCE

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SC	SYRINGA X PRESTONIAE `MISS CANADA` / MISS CANADA PRESTON LILAC

ORNAMENTAL GRASSES	BOTANICAL / COMMON NAME
BAG	BOUTELOUA GRACILIS `BLONDE AMBITION` / BLONDE AMBITION GRASS
CB	CALAMAGROSTIS BRACHYTRICHA / KOREAN FEATHER REED GRASS
CAK	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS

MOUNTAIN VIEW

PRELIMINARY

JOHNSTOWN, CO

PREPARED BY:

ripley design
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419 Canyon Ave. Suite 200 Fort Collins, CO 80521
phone 970.224.5828 | fax 970.225.6657 | www.ripleydesigninc.com

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ENGINEER

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p. 970.632.2311

NORTH
0 15 30 60
SCALE: 1"=30'-0"
ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	WATER USEAGE	11/02/2020
02	PRELIMINARY	12/18/2020

REVISIONS

No.	DESCRIPTION	DATE
01	TOWN COMMENTS	3/25/2021
02	ADDED TURF	6/7/2021
03	TOWN COMMENTS	6/25/2021
04	TOWN COMMENTS	8/18/2021

LANDSCAPE PLAN - EAST

SEAL:

ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

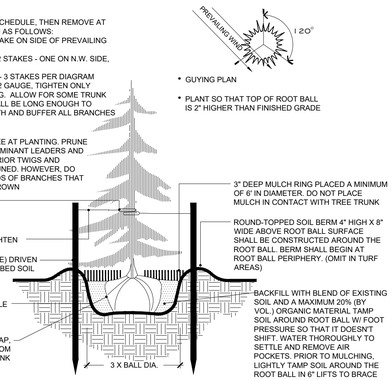
PROJECT No.:	R20-050
DRAWN BY:	SH
REVIEWED BY:	

DRAWING NUMBER:

L2 OF 3

Plotted By: Stephanie Hansen **Layout:** LANDSCAPE PLAN - EAST **Printed On:** 8/18/2021 5:31 PM **File Name:** 1 LANDSCAPE PLAN.dwg

STAKING NOTES:
STAKE TREES PER FOLLOWING SCHEDULE, THEN REMOVE AT END OF FIRST GROWING SEASON AS FOLLOWS:
1 1/2" CALIPER SIZE - MIN. 1 STAKE ON SIDE OF PREVAILING WIND. (GENERALLY N.W. SIDE)
1 1/2" - 3" CALIPER SIZE - MIN. 2 STAKES - ONE ON N.W. SIDE, ONE ON S.W. SIDE
3" CALIPER SIZE AND LARGER - 3 STAKES PER DIAGRAM
WIRE OR CABLE SHALL BE MIN. 12 GAUGE, TIGHTEN ONLY ENOUGH TO KEEP FROM SLIPPING. ALLOW FOR SOME TRUNK MOVEMENT. NYLON STRAPS SHALL BE LONG ENOUGH TO ACCOMMODATE 1 1/2" OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE
PRUNING NOTES:
DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED. HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN



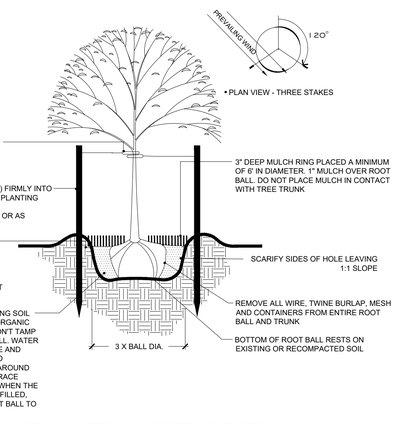
1 CONIFER TREE PLANTING DETAIL - STEEL POSTS

SCALE: NTS

L-PL2-PLA-01

NOTES:
SET SO THAT TOP OF ROOT 1-2" HIGHER THAN FINISHED GRADE

MARK NORTH SIDE OF TREE IN NURSERY AND ROTATE TREE TO FACE NORTH AT THE SITE WHENEVER POSSIBLE



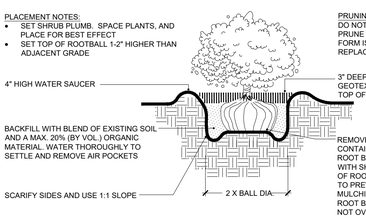
2 TREE PLANTING DETAIL - STEEL POSTS

SCALE: NTS

L-PL2-PLA-12

PLACEMENT NOTES:
- SET SHRUB PLUMB. SPACE PLANTS, AND PLACE FOR BEST EFFECT
- SET TOP OF ROOTBALL 1-2" HIGHER THAN ADJACENT GRADE

PRUNING NOTES:
DO NOT HEAVILY PRUNE SHRUB AT PLANTING. PRUNE ONLY DEAD OR BROKEN BRANCHES. IF FORM IS COMPROMISED BY PRUNING, REPLACE SHRUB



3 SHRUB PLANTING DETAIL

SCALE: NTS

L-PL2-PLA-14

PLANT SCHEDULE

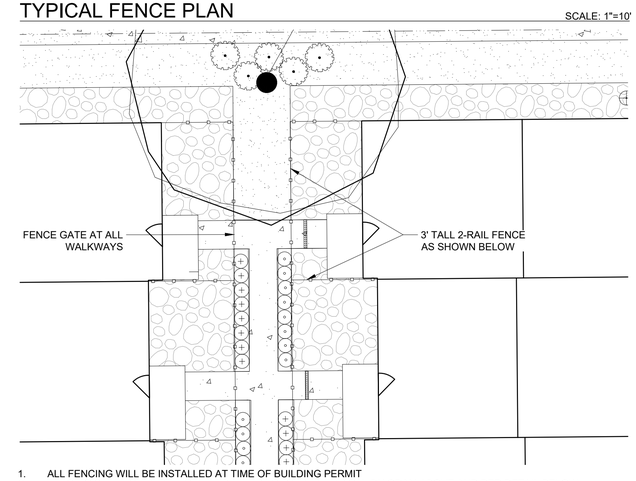
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	AGL	12	AESCULUS GLABRA / OHIO BUCKEYE	B & B	2"CAL	
	CSP	11	CATALPA SPECIOSA / NORTHERN CATALPA	B & B	2"CAL	
	COC	6	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2"CAL	
	GTI	5	GLEDITSIA TRIACANTHOS INERMIS `SHADEMASTER` TM / SHADEMASTER LOCUST	B & B	2"CAL	
	GDE	6	GYMNOCLADUS DIOICA `ESPRESSO` / KENTUCKY COFFEETREE	B & B	2"CAL	
	QMA	9	QUERCUS MACROCARPA / BURR OAK	B & B	2"CAL	
	QMU	7	QUERCUS MUEHLENBERGII / CHINKAPIN OAK	B & B	2"CAL	
	TCG	2	TILIA CORDATA `GREENSPIRE` / GREENSPIRE LITTLELEAF LINDEN	B & B	2"CAL	
	TMH	3	TILIA MONGOLICA `HARVEST GOLD` / HARVEST GOLD LINDEN	B & B	2"CAL	
	UAC	3	ULMUS X `ACCOLADE` / ACCOLADE ELM	B & B	2"CAL	
	UFR	8	ULMUS X `FRONTIER` / AMERICAN ELM	B & B	2"CAL	
EVERGREEN TREES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**
	PPB	3	PICEA PUNGENS `BABY BLUEEYES` / BABY BLUE EYES SPRUCE	B & B		8` HT MIN.
	PED	10	PINUS EDULIS / PINON PINE	B & B		6` HT.
	PLE	4	PINUS LEUCODERMIS / BOSNIAN PINE	B & B		6` HT.
ORNAMENTAL TREES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**CAL**	**SIZE**
	ATH	6	ACER TATARICUM `HOT WINGS` / HOT WINGS TATARIAN MAPLE	B & B	1.5"CAL	
	AGA	8	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY	B & B	1.5"CAL	
	PCC	4	PYRUS CALLERYANA `CHANTICLEER` / CHANTICLEER PEAR	B & B	1.5"CAL	
	SR	3	SYRINGA RETICULATA / JAPANESE TREE LILAC	B & B	1.5"CAL	
SHRUBS	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**	**HYDROZONE**	
	AN	83	AMORPHA NANA / FALSE INDIGO	3 GAL		
	BA	36	BERBERIS THUNBERGII `ATROPURPUREA` / RED LEAF JAPANESE BARBERRY	3 GAL		
	CM	12	CHAMAEBATIARIA MILLEFOLIUM / FERNBUSH	3 GAL		
	CI2	7	CORNUS SERICEA `ISANTI` / ISANTI REDOSIER DOGWOOD	3 GAL		
	LB	45	LINUM LEWISII 'BLUE FLAX' / BLUE FLAX	1 GAL		
	MR	21	MAHONIA REPENS / CREEPING MAHONIA	1 GAL		
	PD	44	PHYSOCARPUS OPULIFOLIUS `DIABLO` / DIABLO NINEBARK	5 GAL		
	PP	36	POTENTILLA FRUTICOSA DAVURICA `PRAIRIE SNOW` / PRAIRIE SNOW CINQUEFOIL	3 GAL		
	PSB	55	PRUNUS BESSEYI `PAWNEE BUTTES` / PAWNEE BUTTES SAND CHERRY	3 GAL		
	RG	20	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	3 GAL		
	RAN	48	ROSA X `NEARLY WILD` / NEARLY WILD ROSE	3 GAL		
	SC	25	SYRINGA X PRESTONIAE `MISS CANADA` / MISS CANADA PRESTON LILAC	5 GAL		
ORNAMENTAL GRASSES	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**	**HYDROZONE**	
	BAG	168	BOUTELOUA GRACILIS `BLONDE AMBITION` / BLONDE AMBITION GRASS	1 GAL		
	CB	142	CALAMAGROSTIS BRACHYTRICHA / KOREAN FEATHER REED GRASS	3 GAL		
	CAK	159	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER` / FEATHER REED GRASS	1 GAL		

LANDSCAPE NOTES

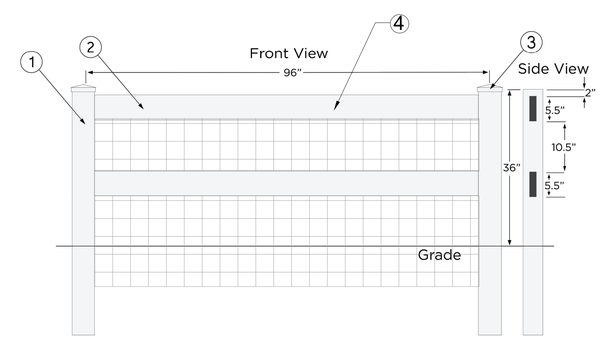
1. ALL PLANT MATERIAL SHALL MEET SPECIFICATIONS OF THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN) FOR NUMBER ONE GRADE. ALL TREES SHALL BE BALLED AND BURLAPPED OR EQUIVALENT.
2. NO PLANT MATERIAL WITH MATURE GROWTH GREATER THAN THREE FEET (3') IN HEIGHT SHALL BE PLANTED WITHIN WATER AND SEWER EASEMENTS.
3. NO SHRUBS SHALL BE PLANTED WITHIN FIVE FEET (5') RADIUS OR TREES WITHIN TEN FEET (10') OF WATER METERS, FIRE HYDRANTS, OR SANITARY SEWER MANHOLES.
4. DEVELOPER SHALL ENSURE THAT THE LANDSCAPE PLAN IS COORDINATED WITH THE PLANS DONE BY OTHER CONSULTANTS SO THAT THE PROPOSED GRADING, STORM DRAINAGE, OR OTHER CONSTRUCTION DOES NOT CONFLICT NOR PRECLUDE INSTALLATION AND MAINTENANCE OF LANDSCAPE ELEMENTS ON THIS PLAN.
5. ALL LANDSCAPE AREAS WITHIN THE SITE SHALL BE IRRIGATED WITH AN AUTOMATIC CLOCK ACTIVATED UNDERGROUND IRRIGATION SYSTEM. AN IRRIGATION PLAN WILL BE REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT AND INSTALLED PRIOR TO C.O. ALL TURF AREAS TO BE IRRIGATED WITH AN AUTOMATIC POP-UP IRRIGATION SYSTEM. ALL SHRUB BEDS AND TREES ARE TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION (TRICKLE) IRRIGATION SYSTEM, OR ACCEPTABLE ALTERNATIVE. THE IRRIGATION SYSTEM IS TO BE ADJUSTED TO MEET THE REQUIREMENTS OF THE INDIVIDUAL PLANT MATERIAL.
6. ALL SHRUB BEDS TO BE MULCHED WITH COBBLE MULCH (3"DEPTH) OVER WEEDBARRIER FABRIC.
7. ALL PERENNIAL AREAS TO BE MULCHED WITH WOOD BARK MULCH (3"DEPTH).OMIT WEEDBARRIER FABRIC.
8. EDGING BETWEEN GRASS AND SHRUB BEDS SHALL BE ⅛" X 4" STEEL SET LEVEL WITH TOP OF SOD.
9. TOPSOIL. TO THE MAXIMUM EXTENT FEASIBLE, TOPSOIL THAT IS REMOVED DURING CONSTRUCTION ACTIVITY SHALL BE CONSERVED FOR LATER USE.
10. SOIL AMENDMENTS. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY, AND/OR AS DICTATED BY 2534 DRC/JRC, SHALL RECEIVE MINIMUM REQUIREMENTS FOR SOIL PREPARATION. MINIMUM SOIL PREPARATION SHALL INCLUDE THREE (3) CUBIC YARDS OF ORGANIC MATERIAL FOR 1,000 SQUARE FEET OF EXISTING SOIL TILLED TO A MINIMUM DEPTH OF SIX (6) INCHES. TREE AND SHRUB PITS SHALL BE BACKFILLED USING A MIXTURE OF ONETHIRD EXISTING SITE SOIL, ONE-THIRD TOPSOIL AND ONE-THIRD ORGANIC MATTER.
11. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE GUIDELINES. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
12. THE IRRIGATION SYSTEM WILL BE DESIGNED TO MEET SECTION H.5 OF THE TOWN LANDSCAPE STANDARDS.
13. CONIFER TREES SHALL COMPRISE 25% OF ANY LANDSCAPE AREA WHERE SUITABLE. NO MORE THAN 15% OF ANY ONE SPECIES WILL BE ALLOWED.

TYPICAL FENCE PLAN

SCALE: 1"=10'



1. ALL FENCING WILL BE INSTALLED AT TIME OF BUILDING PERMIT
2. FENCING SHALL ONLY BE INSTALLED WHERE SHOWN IN TYPICAL DIAGRAM ABOVE AND PER DETAIL BELOW



1 - 5"x5" POST
2 - 1.5"X5.5" RAIL
3 - 5"X5" CAP
4 - OPTIONAL WIRE PET MESH

TYPICAL FENCE DETAIL

SCALE: NOT TO SCALE

MOUNTAIN VIEW

PRELIMINARY

JOHNSTOWN, CO

PREPARED BY:

ripley design
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NORTH
0 05 10 20
SCALE: 1"=10'-0"

ORIGINAL SIZE 24X36

ISSUED

No.	DESCRIPTION	DATE
01	WATER USEAGE	11/02/2020
02	PRELIMINARY	12/18/2020

REVISIONS

No.	DESCRIPTION	DATE
01	TOWN COMMENTS	3/25/2021
02	ADDED TURF	6/7/2021
03	TOWN COMMENTS	6/25/2021
04	TOWN COMMENTS	8/18/2021

LANDSCAPE NOTES AND DETAILS

SEAL:

ENTITLEMENT DRAWINGS NOT FOR CONSTRUCTION

PROJECT No.:	R20-050
DRAWN BY:	SH
REVIEWED BY:	

DRAWING NUMBER:

L3 OF 3

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Public Hearing First Reading Ordinance 2021-212 Amending Section 7-121 and 7-138 of the Johnstown Municipal Code Prohibiting Roosters in the Town.

ACTION PROPOSED: Consider First Reading of Ordinance 2021-212

ATTACHMENTS: 1. Ordinance 2021-212

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Recently Town Offices and Town Elected Officials have received concerns and complaints regarding the existence of roosters within the community. The current form of the Johnstown Municipal Code is vague regarding the application of roosters specifically and classifies them in a broad definition of fowl. In an effort to be clear in the prohibiting of roosters in the community code modifications are proposed to Article XII of Chapter 7. Specifically, a modification to the definitions in Section 7-121 as well as explicitly prohibiting roosters in Section 7-138 is being presented for consideration.

LEGAL ADVICE:

The ordinance was drafted by the Town Attorney in consultation with Staff.

FINANCIAL ADVICE:

Not Applicable.

RECCOMMENDED ACTION: Approve Ordinance 2021-212 on first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance 2021-212 Amending Section 7-121 and 7-138 of the Johnstown Municipal Code Prohibiting Roosters in the Town.

For Denial: I move we deny Ordinance 2021-212 Amending Section 7-121 and 7-138 of the Johnstown Municipal Code Prohibiting Roosters in the Town.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-212

AN ORDINANCE AMENDING SECTIONS 7-121 AND 7-138 OF THE JOHNSTOWN MUNICIPAL CODE PROHIBITING ROOSTERS IN THE TOWN

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 VII of Chapter 7 of the Johnstown Municipal Code ("Code") regulates animals within the Town; and

WHEREAS, due to the excessive noise associated with roosters, and based on requests of the citizens of the Town, the Town Council desires to amend Sections 7-121 and 7-138 of the Code to prohibit such animals in 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. Subsection 7-121(8) of the Johnstown Municipal Code shall be amended to read as follows:

Sec. 7-121. Definitions.

As used in this Article, the following words have the following meanings:

…

(8) *Fowl animal* means chicken (excluding rooster), turkey, goose, duck, guinea, household bird, pigeon and similar animals provided they are for the enjoyment of the occupants of the lot and are not kept primarily for the purpose of sale or commercial endeavor. Commercial activities must comply with all other ordinances and zoning regulations.

….

Section 2. Subsection 7-138(a)(4) shall be added to Section 7-138 of the Johnstown Municipal Code and shall read as follows:

Sec. 7-138. Certain animals prohibited.

(a) It shall be unlawful for any person to keep, harbor, care for or possess the following animals within the Town:

. . .

(4) Any roosters.

Section 3. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 4. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 5. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter ("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:_____ By:_____

Diana Seele, Town Clerk 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:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Subdivision Development and Improvement Agreement – 1st Replat of Block 1 of Mountain View West Replat

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:
The Developer, Mountain View Land Developers, LLC, has received approval of a final subdivision plat for 143 single family attached home on approximately 12 acres, in the Mountain View West Subdivision.

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 approved development plans and construction plans.

There are no special provisions for this subdivision, typically enumerated in an Exhibit B-3, as this subdivision is proposed for what is effectively a "developed" lot with adjacent public improvements already in place for the property and the overall subdivision. All additional improvements are fully captured within construction drawings and development plans for the Development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for 1st Replat of Block 1 of Mountain View West Replat

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SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement for 1st Replat of Block 1 of Mountain View West Replat.

For Denial
I move to deny the Subdivision Development and Improvement Agreement for 1st Replat of Block 1 of Mountain View West Replat as presented.

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (FIRST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the "Town") and **Mountain View Land Developers, LLC** a Colorado limited liability company (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 First Replat of Block 1 of Mountain View West Subdivision ("Development"); and

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

WHEREAS, the Town Council approved, or will approve, the Final Plat and Final Development Plan by passage of Resolution 2021-_____, containing terms and conditions of approval of the Final Plat and Final Development Plan, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference ("Resolution"); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain subdivision improvements to the Property, that Developer is responsible for the costs and expenses of those subdivision improvements unless otherwise provided herein, and that the subdivision improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

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 Site 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 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within the legal description in **Exhibit A**.

1.5 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.6 **"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.

1.7 "**Notice of Construction Acceptance**" shall mean the written certification that the Public Improvements are complete, which starts the warranty period.

1.8 "**Notice of Final Acceptance**" shall mean the written certification of final acceptance of the Public Improvements issued subsequent to the warranty period.

1.9 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters.

1.10 **"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.

1.11 **"Site Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.12 **"Subdivision Improvements"** shall mean the Public Improvements, Private Improvements and Dry-Utilities.

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

1.14 **"Town Engineer"** shall mean the professional engineer designated by the Town Manager.

1.15 **"Town Manager"** shall include the Town Manager and his authorized designees.

1.16 **"Town Official"** shall include the Town Manager, Town Attorney and their authorized designees.

SUBDIVISION IMPROVEMENTS

2. **Public Improvements**

2.1 ***Pre- Construction***

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the "Civil Engineering Construction Plans").

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town for review and shall participate in a pre-construction meeting with the Town Public Works Department. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. If phasing is indicated on the approved Civil Engineering Construction Plans, such phasing may be modified only with approvals of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence

attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements:***

2.2.1 Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Approved Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality.

2.2.2 At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 300-foot radius of the construction and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Such contact list shall be provided to the Town with a copy of the notification prior to the commencement of the construction. Notification may be made by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***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 Manager informed by weekly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing and Inspection***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials

or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

2.5 ***Completion of Construction:*** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension.

2.6 ***Performance Guarantee***: If Developer seeks, and the Town authorizes the issuance of, building permits prior to the completion of certain of the Public Improvements or Private 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 such uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer, to secure the installation, improvement and completion of the improvements. The Performance Guarantee shall be released after Notice of Construction Acceptance has been provided for such improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site 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 and open space, trails, and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town's review and approval of the Site Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town and County.

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 Site 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 the Owner 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 Site Development Plan. Any material or work not conforming to the Site Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town. 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 Manager for acceptance of the Public Improvements and for final review of the Private

Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town Manager requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit, or a maintenance bond 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. The Town may issue a written Notice of Construction Acceptance

of the Public Improvements and written approval of the Private Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement***: Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon the issuance of the Notice of Construction Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

5.5 ***Final Acceptance***: Two (2) years after the Town's issuance of the Notice of Construction Acceptance of the Public Improvements, which time period may be extended in the Town's discretion due to remedial or repair work that may be necessary in the first two (2) years by providing written notice to Developer, Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements and the landscaping ("Final Acceptance"). If the Town Engineer determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required and the landscaping is established, the Town Manager shall provide certification of completion by issuance of a Notice of Final Acceptance. If the Town Engineer determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required or that the landscaping is not properly established, the Town Manager 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 Manager for a final inspection of the Public Improvements and the landscaping. 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 or operate the Public Improvements as the Town deems appropriate.

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the 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, including detention and stormwater facilities, irrigation and landscaping of common open spaces and adjacent public rights-of-way shall be owned, operated and maintained, as appropriate by the 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 Water and Sewer Service Agreement ("WSSA") contemplates that the Developer use "Low Water Landscaping" for a designated portion of the Development, such obligation is a material term of this Agreement and shall continue during and subsequent to construction of the Development and shall be a covenant running with the land. If, at any time, the amount of common area irrigated with Low Water Landscaping falls below the acreage indicated in Town-approved landscape plans, then additional raw water must be dedicated to the Town in the amount required by the Town pursuant to the Johnstown Municipal Code, as amended. For purposes of the WSSA and for purposes of this Agreement, the term "Low Water Landscaping" means and consists of non-turf planting areas with beds mulched with rock or organic or inorganic materials and shrubs, trees and ornamental species planted low density and irrigated by automated irrigation systems zoned separately from turf areas and equipped with a rain sensor shutoff. The application of Low Water Landscaping also includes xeriscape landscape principles and use of native shrubs and grasses.

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 and Front Range Fire and Rescue Fire District; (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) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners

association as set forth in Paragraph 5.6 above; and (7) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that such improvements be completed prior to the issuance of certificates of occupancy. 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 [Intentionally omitted.]

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and all other applicable agreements with the Town related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Final Development Plans, the Resolution or Approved Plans, Developer shall comply with the Johnstown Municipal Code, landscape and construction standards and specifications and the Town-approved PUD design guidelines.

9.3 If the Property is included in a metropolitan district or a homeowners association is created, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such entity. The trails shall be available for public use.

9.4 All Final Plat and construction drawings shall be submitted in print and digital form which must conform to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies, and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 ***Indemnification***: Developer hereby agrees to indemnify and hold the Town, its Town Officials, employees, agents, representatives, insurers and self insurance pool, harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and

expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 ***Drainage Liability***: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 ***Tax Liability***: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

10.5 ***Cost Reimbursement to Town***: Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or, if applicable, Performance Guarantee.

11.2 If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, in its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and to be placed upon the tax list for the current year to be collected in the

same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 [Intentionally omitted.]

MISCELLANEOUS

13.1 ***No Waiver***: Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 ***Severability***: If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 ***Recording of Agreement***: This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 ***Binding Effect***: Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit** A, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town Council.

13.6 ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or e-mail delivery, but only upon confirmation of receipt of such facsimile or e-mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

MOUNTAIN VIEW LAND DEVELOPERS, LLC
Attention: Andrew Gerk
3780 W. 10th Street
Suite, 200
Greeley, CO 80634

TO TOWN:

TOWN OF JOHNSTOWN
Attention: Town Manger
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

13.8 ***Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement.

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

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

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

13.13 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 ***Compliance with the Law***. Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 ***No Third Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.16 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire or action or inaction of government authorities.

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 20th day of August, 2021.

SIGNATURES ON FOLLOWING PAGE

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By:_____
Name: Andrew J Gerk
Title: Authorized Agent
STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 20 day of August, 2021, by Andrew J. Gerk, as the Authorized Agent of Mountain View Land Developers, LLC.

WITNESS my hand and official seal.

My commission expires: 6/17/2023

Melissa Wheeler

Notary Public

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

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
(FIRST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION)

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 C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form and Warranty/Maintenance Bond

EXHIBIT A

LEGAL DESCRIPTION
(Property)

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 9, as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 30829 at the South end and by a #6 rebar with a 3.25" aluminum cap LS 24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 1327.67 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;
THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the **POINT OF BEGINNING**;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 693.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 00°28'15" West a distance of 355.93 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;
THENCE South 89°29'12" West a distance of 719.02 feet
THENCE North 00°34'00" West a distance of 2.78 feet to the to the **POINT OF BEGINNING**.

Said parcel of land contains 17.29 Acres (753,279 sq.ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

COLORADO LICENSED
JASON SEAN ALLEE
38479
8-10-21
PROFESSIONAL LAND SURVEYOR

Sheet 1 of 1

Jason S. Allee – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit #2
Greeley, CO 80634
(970) 515-5294

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1,
Being Part of the Northwest Quarter of Section 9, Township 4 North, Range 67 West
of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

CERTIFICATE OF DEDICATION

Know all persons by these presents that Townhome Developers, LLC, a Colorado limited liabilty company, being the owner of the following described property:

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the Calculated North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 9, as monumented by a #6 rebar with a 2.5" aluminum cap stamped LS23513 at the South end and by a #6 rebar with a 3.25" aluminum cap stamped LS24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;
THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the POINT OF BEGINNING;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 693.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 00°28'15" West a distance of 355.93 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;
THENCE South 89°29'12" West a distance of 719.02 feet
THENCE North 00°34'00" West a distance of 2.78 feet to the to the POINT OF BEGINNING.

Containing an area of 17.29 Acres (753,279 sq.ft.), more or less, together with and subject to all easements and rights-of-way existing and/or of public record, subject to approval by the Board of Trustees of the Town of Johnstown, County of Weld, State of Colorado.

Do hereby subdivide the same into the lots, blocks, tracts, rights-of-way and easements as shown on this map and do hereby designate and dedicate all rights-of-way and easements to the Town of Johnstown, unless noted otherwise.

OWNER'S APPROVAL

Know All Men By These Presents, that we, Townhome Developers LLC, a Colorado limited liability company, being the sole owner(s) of the land described hereon, and ______________________ are all of the mortgagees and holders of liens upon the property, and each and all hereby consent to this Plat and join the conveyance and dedication of all streets, roads, alleys, easements, public ways and places shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of ____________, 20_____.

Owner: Townhome Developers LLC, a Colorado limited liability company

____
By: Andrew J. Gerk as Executive Vice President

STATE OF ______________)
)ss
COUNTY OF _____________)

The foregoing instrument was acknowledged before me by Andrew J. Gerk as Executive Vice President of Townhome

Developers, LLC, on this ______ day of ________________, 20_____. Witness my hand and seal.

My commission expires ____________________________

____
Notary Public

TOWN COUNCIL

This Plat, to be known as 1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT, is approved and accepted by

the Town of Johnstown, by Resolution Number ________________, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado.

Held on the _________ day of __________________, 20______.

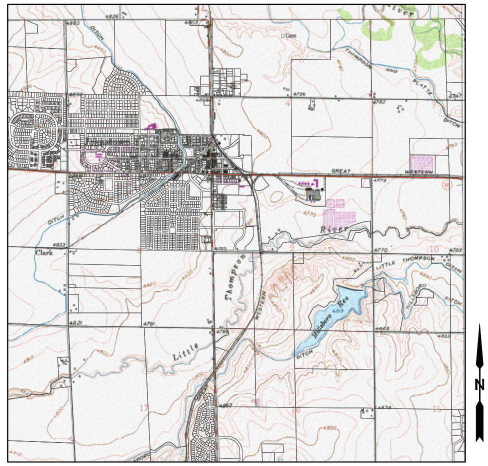
By: ______________________________
Mayor

Attest: ______________________________
Town Clerk
(Seal)

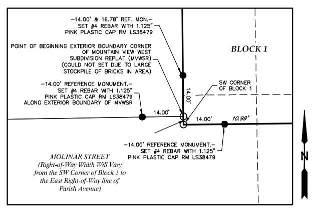
EASEMENT APPROVAL

Utility easements are adequate and are hereby approved and or vacated as shown on this plat.

____
Town of Johnstown Public Works Director



VICINITY MAP
SCALE: 1"=2000'



SW CORNER BLOCK 1 DETAIL
SCALE: 1"=20'

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- ADJACENT PARCEL LINE
- GIS PARCEL LINE
- SUBJECT PROPERTY
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION

LAND USE SUMMARY - 1ST REPLAT OF BLOCK 1 OF MOUNTAIN VIEW WEST SUBDIVISION

PORTION	AREA (Sq.Ft.)	AREA (Acres)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL AREA
BLOCK 1 LOTS	93,057	2.14	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	12.4%
OUTLOT A	171,755	3.94	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	22.8%
BLOCK 1 OVERALL	264,812	6.08	-	-	PUD-B BLOCK	35.2%
BLOCK 2 LOTS	75,335	1.73	PRIVATE OWNERSHIP	PRIVATE OWNERSHIP	PUD-B RESIDENTIAL LOTS	10.0%
OUTLOT B	105,945	2.43	HOA	HOA	ACCESS, EMERGENCY, UTILITY & DRAINAGE EASEMENT	14.0%
BLOCK 2 OVERALL	181,280	4.16	-	-	PUD-B BLOCK	24.0%
BLOCK 3 - TRACT A	226,243	5.19	BAESSLER DEVELOPMENT LLC	BAESSLER DEVELOPMENT LLC	PUD-B TRACT	30.0%
RIGHT-OF-WAY (PUBLIC)	80,970	1.86	PUBLIC	TOWN OF JOHNSTOWN	PUBLIC STREET RIGHT-OF-WAY	10.8%
OVERALL AREA	753,305	17.29	-	-	PUD-B SUBDIVISION	100.0%
OPEN SPACE			-	-	REQUIRED (30% OF SITE) = 5.2 ACRES	

TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon Title Commitment Order Number FCC25175531, having an effective date of May 19, 2020 at 5:00 P.M. as prepared by Old Republic National Title Insurance Company, to delineate the aforesaid information.

SURVEYOR'S NOTES:

1. During the layout and boundary work for this project a rotational error was discovered in the plat of Mountain View West Subdivision Replat, which also appears to be reflected in the construction design and layout of the existing streets. This rotational error causes the platted interior lot lines and streets to be misaligned with the existing exterior boundary monuments, creating an overlap of the streets and lot lines. If the centerline of the existing streets are held, the platted exterior boundary lines miss all existing boundary monuments by a distance of 4.5' to 15.5'. To correct the issue as shown hereon, for the boundary of Block 1, I held the existing found section corners and boundary monuments for the exterior boundary of the subdivision, and held the platted bearings and locations of the interior lot lines to eliminate any overlap with the existing street alignments. These changes are reflected hereon for the future use of any surveyor who may follow in the retracement of any part of this subdivision. These changes are also reflected in a previous Land Survey Plat recorded within County records.

2. According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the West line of the Northwest Quarter of Section 9, T.4N., R.67W., monumented by a #6 rebar with an illegible 3.25" aluminum cap at the North end and a #6 rebar with a 2.5" aluminum cap stamped LS 23513 at the South end, as bearing South 00°51'26" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2655.35' feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

PLAT NOTES:

1. MAINTENANCE NOTE: The Town of Johnstown requires that maintenance access be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdividers agreement. should the owner fail to adequately maintain said facilities, the town shall have the right to enter said land for the purposes of operations and maintenance. all such maintenance costs will be assessed to the property owner.

2. GENERAL OVERLOT DRAINAGE NOTE: Lots and tracts as platted herein may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner in accordance with Town criteria. Should the owner fail to adequately maintain said facilities, the Town shall have the right to enter said land for the purposes of operations and maintenance of the drainage ways or drainage systems. All such maintenance costs will be assessed to the property owner.

3. MAINTENANCE AND ACCESS: The site will be able to be accessed via the Public Right-of-Way that is being dedicated throughout the property. All private outlots will be dedicated as blanket Utility, Drainage, Access and Emergency Access Easements, therefore access onto private property will not be an issue.

4. Ten (10) foot Utility Easements are dedicated along all public rights-of-way.

5. The clear vision zone of a corner lot shall be free from shrubs, ground covers, berms, fences, signs, structures, parked vehicles or other materials or items greater than thirty-six (36) inches in height from the street level, in accordance with current AASHTO sight lines.

6. It is mutually understood and agreed that the dedicated roadways shown on this plat will not be maintained by the Town until and unless the streets are constructed in accordance with the standards and specifications of the Town of Johnstown in effect at the date construction plans are approved by the Town Engineer, and provided that construction of said roadway(s) is started within two (2) years of the construction plan approval. The owner(s), developer(s) and/or subdivider(s), their successors and/or assigns in interest, shall be responsible for street maintenance until such time as the Town accepts the responsibility for maintenance as stated above.

7. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or other entity other than the Town is responsible for maintenance and upkeep of any and all private drives, parking areas and easements (cross-access easements, drainage easements, etc.)

8. The owners of this subdivision, their successors and/or assigns in interest, the adjacent property owner(s), homeowners' association, metropolitan districts, or entity other than the Town is responsible for maintenance and upkeep of perimeter fencing or walls, landscaping and landscaped areas and sidewalks between the property line and any paved roadways. The owners of this subdivision, their successors and/or assigns in interest or an entity other than the Town, agree to the responsibility of maintaining all other open space areas associated with this development.

9. Public safety access, whether for emergency or non-emergency purposes, is granted over and across all access ways for police, fire and emergency vehicles. If any or all of the access ways in this subdivision are private, the homeowners' association or metropolitan district will be responsible for ensuring that such access ways are passable at all times, for police, fire and emergency vehicles.

10. Entire property is in Flood Zone X, Area of Minimal Flood Hazard per FEMA Flood Map No. 08123C1684E having an effective date of January 20, 2016.

SURVEYOR'S STATEMENT

I, Jason S. Allee, a duly Registered Professional Land Surveyor in the State of Colorado, do hereby certify that this Plat truly and correctly represents the results of a field survey completed on September 24, 2020, by me or under my direct supervisions and that all monuments existingas shown hereon; that the mathematical closure errors are less than 1:50,000 (second order); and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivisoins or surveying of land an all applicable provisions of the Town of Johnstown.

I attest the above on this _________ day of _______________, 20______.

Sheet 1 of 4

____
Jason S. Allee-On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

PROJECT TEAM

OWNER/DEVELOPER:	ENGINEER	SURVEYOR
Townhome Developers, LLC	LandOne Engineering LLC	Lat40°, Inc. Professional Land Surveyors
3780 W. 10th Street, Suite 200	361 71st Avenue	6250 W. 10th Street, Unit 2
Greeley, Colorado 80634	Greeley, Colorado 80634	Greeley, Colorado 80634
Andrew J. Gerk Executive V.P.	Phone: 970-443-9547	Phone: 970-515-5294
	Jeremy Goetsch, PE	Jason Allee, PLS

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	2020278SUB	JA	JSA	AS NOTED	2020278

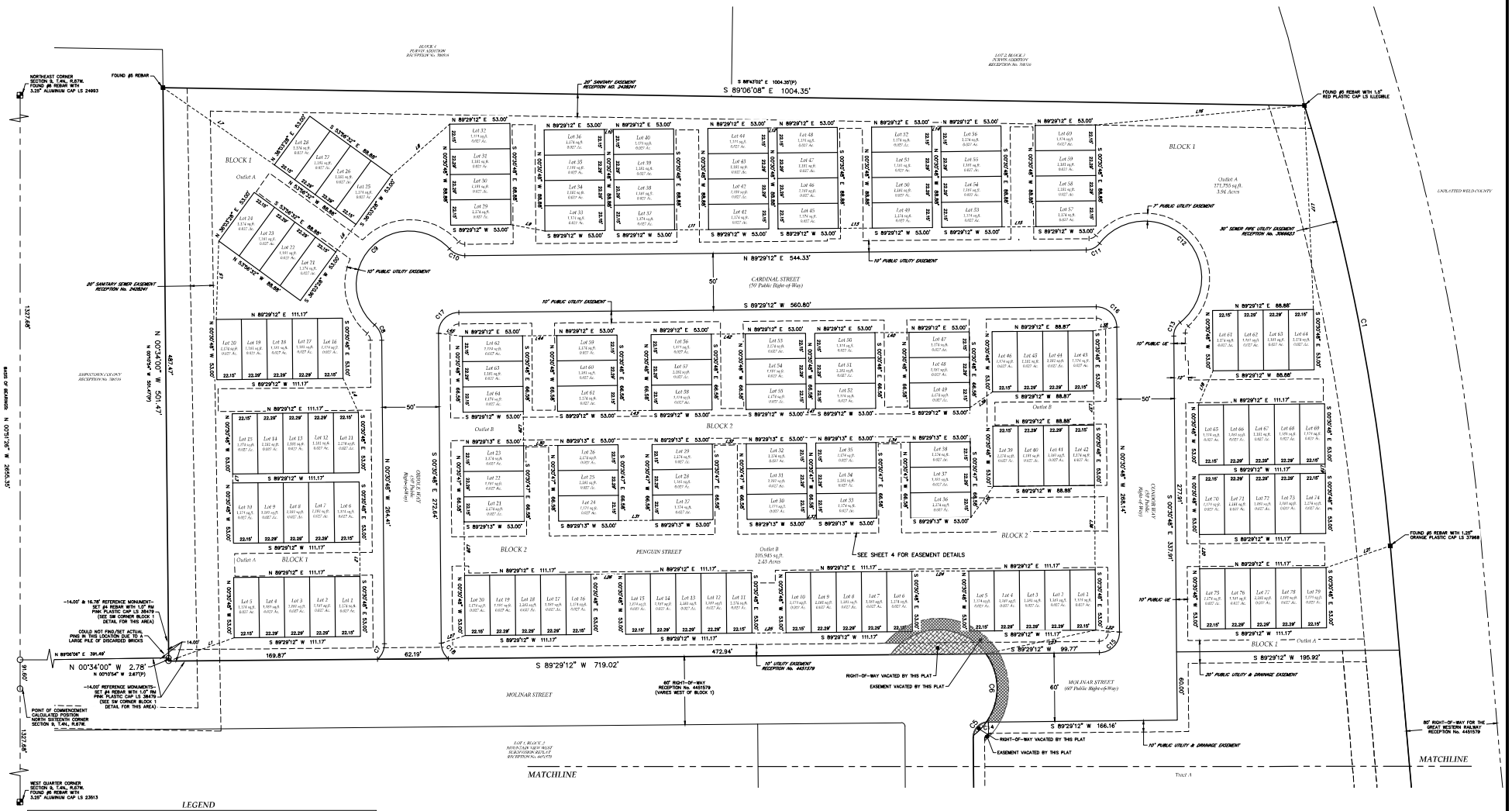
REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021

1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

1
SHEET 1 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- VACATED RIGHT-OF-WAY
- VACATED EASEMENT
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4451579)

N

0 40 80 120

SCALE – 1"=40'

Sheet 2 of 4

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	202027BSUB	JA	JSA	AS NOTED	202027B

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021

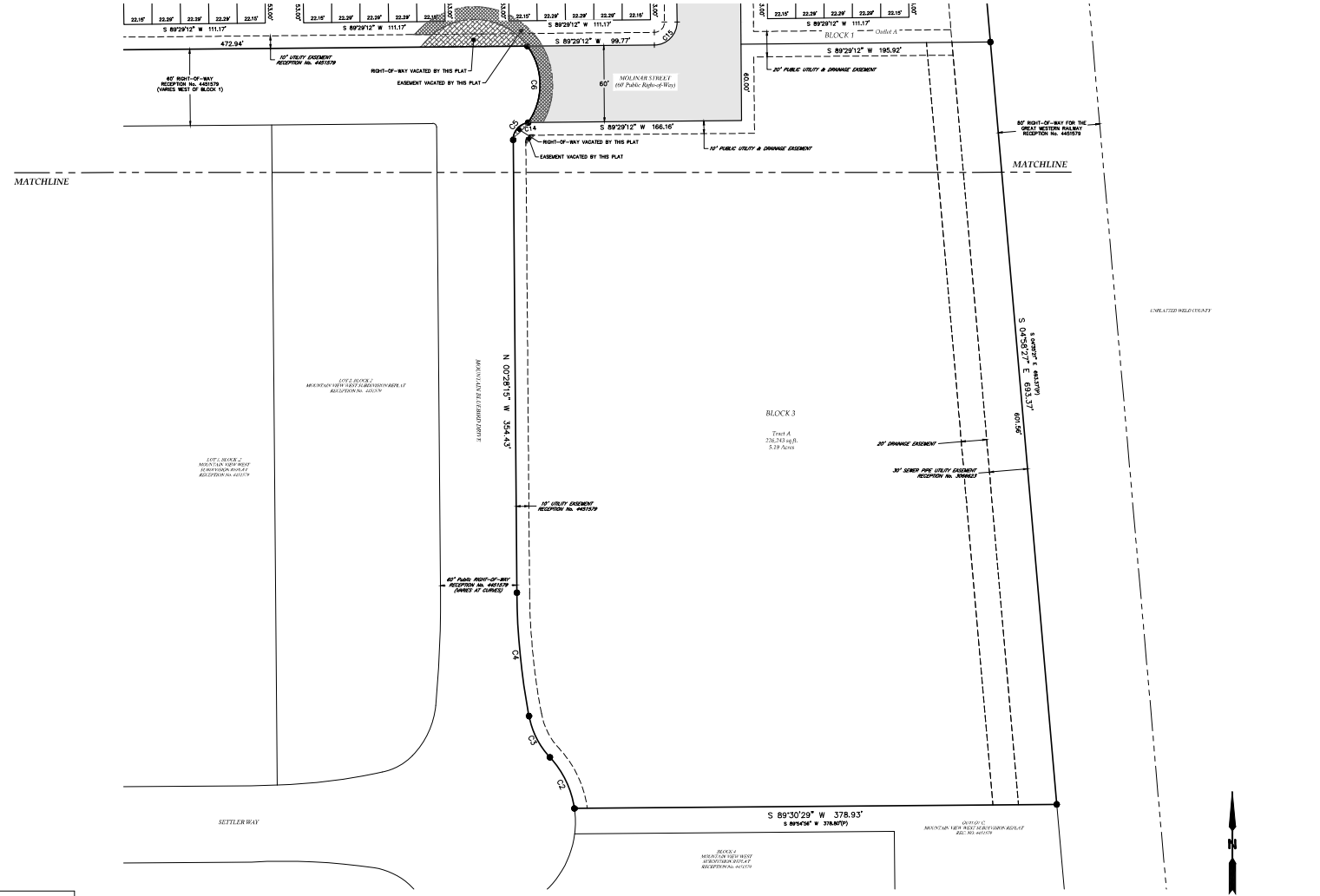
1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

2

SHEET 2 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado



LINE	BEARING	DISTANCE
L1	N 70°24'23" E	61.19'
L2	N 00°30'48" W	30.00'
L3	N 00°30'48" W	8.00'
L4	N 24°16'54" W	32.79'
L5	N 01°47'41" E	68.89'
L6	N 38°03'28" W	30.00'
L7	S 52°13'39" E	119.13'
L8	N 48°43'51" E	68.40'
L9	S 79°24'30" W	30.57'
L10	N 89°29'12" E	8.00'
L11	N 89°29'12" E	30.00'
L12	N 89°29'12" E	8.00'
L13	N 89°29'12" E	30.00'
L14	N 89°29'12" E	8.00'
L15	N 89°29'12" E	30.00'
L16	N 84°40'28" E	184.78'
L17	S 02°41'50" E	179.63'
L18	S 23°17'30" W	32.79'
L19	S 00°30'48" E	8.00'
L20	S 00°30'48" E	30.00'
L21	N 71°13'09" E	59.81'
L22	S 72°07'19" E	21.59'
L23	N 77°48'33" E	98.81'
L24	S 89°29'12" W	50.14'
L25	S 89°29'12" W	30.00'
L26	S 89°29'12" W	30.00'
L27	S 72°07'19" W	21.59'
L28	N 00°30'48" W	46.98'
L29	N 00°30'47" W	30.00'
L30	S 89°29'13" W	30.00'
L31	S 89°29'08" W	29.83'
L32	S 89°29'13" W	30.00'
L33	S 89°29'13" W	8.00'
L34	S 89°29'13" W	30.00'
L35	S 32°50'46" W	33.74'
L36	S 00°30'48" E	74.14'
L37	S 00°30'48" E	30.00'
L38	N 73°42'29" E	21.84'
L39	N 58°18'08" E	24.18'
L40	N 89°29'12" E	30.00'
L41	N 89°29'12" E	8.00'
L42	N 89°29'12" E	30.00'
L43	N 89°29'12" E	29.93'
L44	N 89°29'12" E	30.00'
L45	N 73°34'04" W	21.84'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	395.20'	1870.10'	12°06'29"	S 11°01'42" W	394.48'
C2	45.26'	74.50'	34°48'29"	N 22°55'25" W	44.57'
C3	36.86'	65.50'	32°14'48"	N 26°52'16" W	36.38'
C4	97.38'	544.03'	10°16'37"	N 05°36'34" W	97.45'
C5	19.51'	13.50'	82°47'53"	N 40°55'42" E	17.86'
C6	64.18'	51.50'	71°33'58"	N 00°26'31" W	60.10'
C7	15.27'	18.00'	48°36'25"	S 23°46'55" W	14.81'
C8	15.26'	18.00'	48°33'58"	N 24°48'17" W	14.81'
C9	153.33'	47.00'	187°09'05"	N 44°29'12" E	93.82'
C10	15.26'	18.00'	48°34'58"	S 66°13'19" E	14.81'
C11	13.62'	15.00'	52°01'12"	S 63°28'38" W	13.16'
C12	169.33'	50.00'	194°09'25"	N 45°35'48" W	99.25'
C13	13.62'	15.00'	52°01'12"	N 39°39'48" E	13.16'
C14	1.69'	13.50'	07°03'30"	N 89°43'23" E	1.69'
C15	28.27'	18.00'	90°00'00"	N 44°29'12" E	25.46'
C16	28.27'	18.00'	90°00'00"	N 45°30'48" W	25.46'
C17	28.27'	18.00'	90°00'00"	S 44°29'12" W	25.46'
C18	15.27'	18.00'	48°36'25"	S 24°48'30" E	14.81'

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- VACATED RIGHT-OF-WAY
- VACATED EASEMENT
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4451579)

Sheet 3 of 4

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	202027BSUB	JA	JSA	AS NOTED	202027B

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021

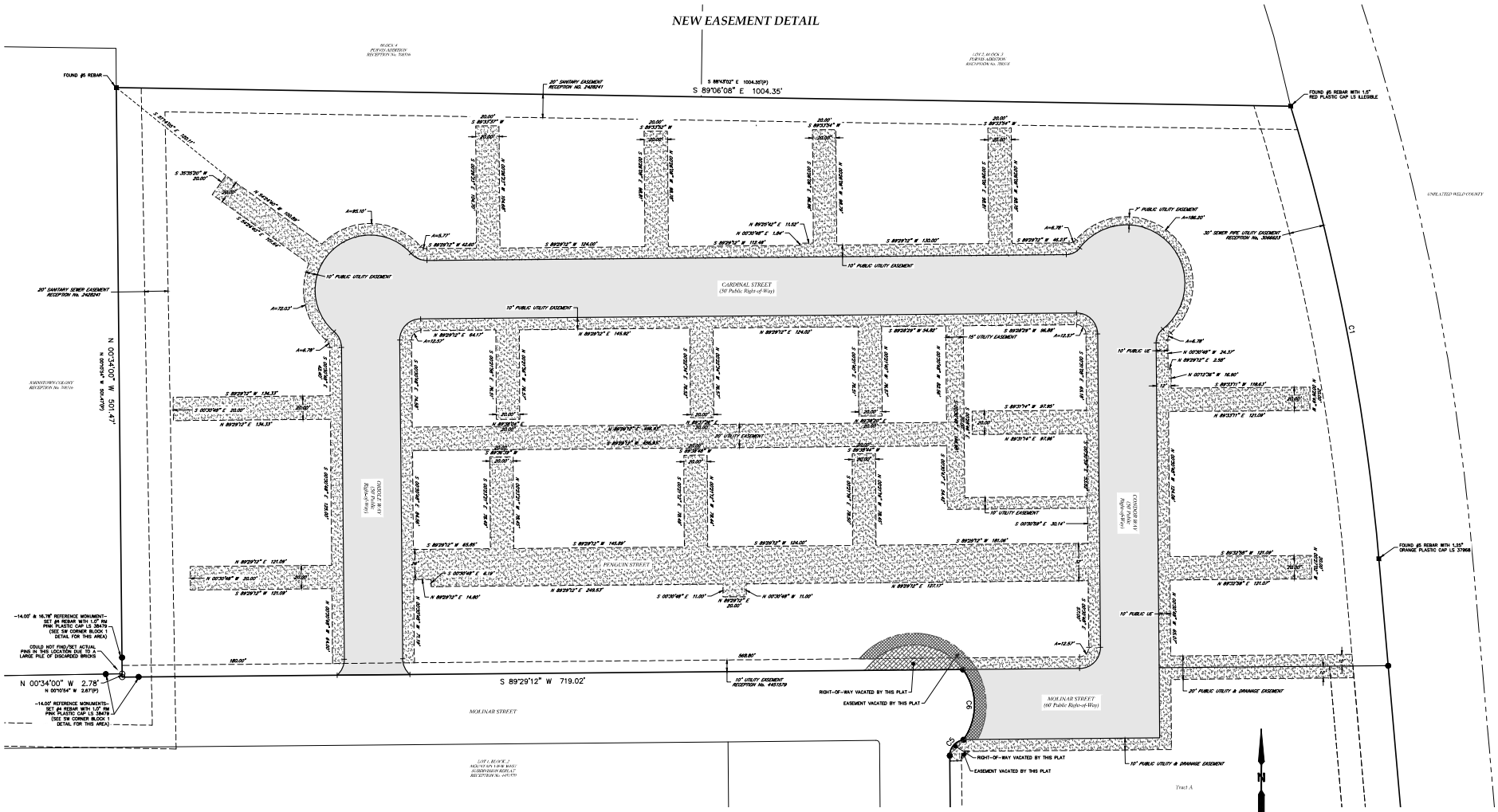
1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

3
SHEET 3 OF 4

1ST REPLAT OF BLOCK 1 MOUNTAIN VIEW WEST SUBDIVISION REPLAT

Block 1, Mountain View West Subdivision Replat, Amendment No. 1, Being Part of the Northwest Quarter of Section 9,
Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado

NEW EASEMENT DETAIL



SCALE – 1"=40'

LEGEND

- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- ADJACENT PARCEL LINE
- SURVEY TIE LINE
- DEDICATED RIGHT-OF-WAY
- DEDICATED UTILITY EASEMENT
- VACATED RIGHT-OF-WAY
- VACATED EASEMENT
- ■ FOUND BOUNDARY PIN AS DESCRIBED
- ● SET A 24" #4 REBAR WITH 1.125" YELLOW PLASTIC CAP STAMPED LAT40 LS38479, UNLESS NOTED OTHERWISE
- ○ CALCULATED POSITION
- (P) PLATTED BEARING AND/OR DISTANCE PER MOUNTAIN VIEW WEST SUBDIVISION REPLAT (RECEPTION No. 4451579)

Sheet 4 of 4

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

Lat40°, Inc.
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6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970–515–5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
12/15/2020	202027BSUB	JA	JSA	AS NOTED	202027B

REVISIONS:	DATE:
ADDRESS TOWN REDLINES	2/11/2021
ADDRESS TOWN COMMENTS	6/17/2021
REVISE EASEMENTS	6/29/2021

1ST REPLAT B1 MVWS REPLAT
FOR
LANDONE ENGINEERING, LLC
361 71ST AVE
GREELEY, CO 80634

4

SHEET 4 OF 4

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT C

CERTIFIED SCHEDULE OF SUBDIVISION IMPROVEMENTS

(ATTACHED)

Engineers Estim*ate of Public Construction Cost*

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
SEWER				
8" Sewer Tie Ins	EACH	2.0	$2,026.13	$4,052.26
8" Sewer Main	LF	3948.00	$47.49	$187,490.52
Outside Drop Manhole	EACH	1.0	$3,659.62	$3,659.62
4' ID Manholes	EACH	38.0	$3,128.15	$118,869.70
4" Sewer service	EACH	143.0	$1,094.40	$156,499.20
Sewer Sub Total				***$470,571.30***
WATER				
Tie Into Existing 8" Main Water Line	EACH	2.0	$2,291.83	$4,583.66
8" Water Main	LF	2,080.0	$40.24	$83,699.20
8" Gate Valves	EACH	17.0	$1,930.26	$32,814.42
8" Tees	EACH	2.0	$951.31	$1,902.62
8" 45 Bend	EACH	6.0	$619.27	$3,715.62
Fire Hydrant	EACH	4.0	$8,626.64	$34,506.56
8" Water Full Lowering	EACH	6.0	$5,484.90	
Water Subtotal				***$161,222.08***
STORM				
STRM-West Main				
Tie Into Existing 4' MH Station 1+28	EACH	1.00	$2,181.25	$2,181.25
30" RCP	LF	48.00	$99.02	$4,752.96
12" ADS Inlet Q	EACH	1.00	$5,179.11	$5,179.11
24" HDPE Pipe	LF	200.00	$89.54	$17,908.00
Concrete Encasements on 24" Storm	EACH	2.00	$1,035.39	$2,070.78
Concrete Encasements on 18" Storm	EACH	2.00	$793.63	$1,587.26
Concrete Encasements on 12" Storm	EACH	2.00	$752.85	$1,505.70
48" ID Storm MH	EACH	4.00	$3,461.70	$13,846.80
Inlet F- Type 13 Single Curb Inlet	EACH	1.00	$4,657.57	$4,657.57
Inlet V 24" ADS Inlet	EACH	1.00	$3,669.33	$3,669.33
Inlet E Type R single Curb Inlet	EACH	1.00	$5,635.02	$5,635.02
18" HDPE Pipe	LF	160.00	$66.51	$10,641.60
12" HDPE Pipe	LF	160.00	$50.21	$8,033.60
STRM- West Lateral				
Inlet C 18" ADS Drain Basin	EACH	1.00	$3,852.86	$3,852.86
48" ID Storm MH	EACH	1.00	$3,288.83	$3,288.83
12" HDPE Pipe	LF	160.00	$51.41	$8,225.60
STRM- West Lateral Branch A				
Inlet W 12" ADS Inlet	EACH	1.00	$2,589.15	$2,589.15
12" HDPE Pipe	LF	20.00	$55.49	$1,109.80
STRM- West Lateral 2				
Inlet X 12" ADS Inlet	EACH	1.00	$2,338.85	$2,338.85
12" HDPE Pipe	LF	60.00	$51.10	$3,066.00
STRM- Central Storm Main				
Tie Into Existing 4' MH Station 14+00	EACH	1.00	$2,880.05	$2,880.05
Inlet K Type 13 Single Curb Inlet	EACH	1.00	$4,657.57	$4,657.57
Inlet L 24" ADS Drain Basin	EACH	1.00	$3,278.48	$3,278.48
Inlet A 24" ADS Inlet	EACH	1.00	$3,533.48	$3,533.48
48" ID Storm MH	EACH	3.00	$3,438.69	$10,316.07
Concrete Encasements on 18" Storm	EACH	2.00	$793.63	$1,587.26
18" HDPE Pipe	LF	220.00	$67.77	$14,909.40
12" HDPE Pipe	LF	80.00	$51.41	$4,112.80
30" RCP PIPE	LF	16.00	$123.57	$1,977.12
STRM- Central Lateral				
12" HDPE Pipe	LF	80.00	$51.41	$4,112.80
Inlet J Type 13 Single Curb Inlet	EACH	1.00	$4,657.57	$4,657.57
48" ID Storm MH	EACH	1.00	$3,713.26	$3,713.26
STRM- East Main				
30" FES Including Toe Wall	EACH	1.00	$4,143.48	$4,143.48
Inlet G Type R Double Curb Inlet	EACH	1.00	$8,719.10	$8,719.10
18" HDPE Pipe	LF	40.00	$68.56	$2,742.40
Inlet H Type R Inlet Single	EACH	3.00	$5,650.02	$16,950.06
48" ID Storm MH	EACH	4.00	$3,411.66	$13,646.64

24" HDPE Pipe	LF	200.00	$87.59	$17,518.00
Inlet Y 12" ADS Drain	EACH	1.00	$5,278.76	$5,278.76
Concrete Encasements on 30" Storm	EACH	4.00	$1,728.43	$6,913.70
Concrete Encasements on 18" Storm	EACH	2.00	$793.63	$1,587.26
30" HDPE	LF	400.00	$181.40	$72,560.00
STRM-East Plan To Inlets O To U				
Inlet U 12" ADS Drain	EACH	1.00	$2,203.85	$2,203.85
12" HDPE Pipe	LF	20.00	$61.20	$1,224.00
STRM- East Plan To Inlet Z				
Inlet L 24" ADS Drain Basin	EACH	1.00	$4,689.47	$4,689.47
Inlet Z- 24" ADS Drain	EACH	1.00	$3,701.28	$3,701.28
24" HDPE Pipe	LF	160.00	$91.02	$14,563.20
STRM- East Storm Lateral 2				
18" HDPE Pipe	LF	40.00	$68.87	$2,754.80
24" HDPE Pipe	LF	20.00	$94.04	$1,880.80
Concrete Encasements on 18" Storm	EACH	2.00	$793.63	$1,587.26
Inlet -M Type R Single Curb Inlet	EACH	2.00	$5,635.02	$11,270.04
Storm Line Total				**$359,810.01**

CONCRETE				
Concrete Prep				
7'6" Rollover Curb walk	LF	2,745.0	$2.96	$8,125.20
5' Wide Sidewalk	LF	618.0	$3.94	$2,434.92
22' Round Radius	EACH	2.0	$607.50	$1,215.00
Mid-Block Handicap Ramps W/ Domes	EACH	11.0	$405.00	$4,455.00
Cross Pan Prep	SF	1.0	$506.25	$506.25
30" Vertical Curb	LF	1,080.0	$2.95	$3,186.00
Concrete Prep Subtotal:				**$19,922.37**
Concrete Placement				
7'6" Rollover Curb walk	LF	2,745.0	$38.42	$105,462.90
5' Wide Sidewalk	LF	618.0	$33.90	$20,950.20
22' Round Radius	EACH	2.0	$22.60	$45.20
Mid-Block Handicap Ramps W/ Domes	EACH	11.0	$1,582.00	$17,402.00
Cross Pan	SF	267.0	$7.91	$2,111.97
30" Vertical Curb	LF	1,080.0	$24.86	$26,848.80
Concrete Placement Subtotal:				**$172,821.07**
Concrete Subtotal				**$192,743.44**

ASPHALT				
Asphalt Prep				
Subgrade Prep Streets	SY	6,330.0	$3.00	$18,990.00
Asphalt Prep Subtotal:				**$18,990.00**
Asphalt Placement				
Street Paving (Interior Streets) 6" Base	SY	6,586.0	$17.86	$117,625.96
Street Paving (Interior Streets) 6" Asphalt	SY	6,586.0	$36.45	$240,059.70
Asphalt Placement Subtotal:				**$357,685.66**
Asphalt Subtotal				**$376,675.66**

Construction Total:	**$1,201,212.48**

I hereby attest that the quantities listed above were prepared by me, or under my direct supervision, and accurately represent the construction quantities for improvements proposed on the final construction documents for the above referenced project. I understand that the Town of Johnstown does not, and shall not, assume liability for any ommissions or inaccuracies in these quantities.

COLORADO LICENSED
JEREMY C GOETSCH
08/12/2021
56866
PROFESSIONAL ENGINEER

Jeremy C. Goetsch
Registered Professional Engineer, No 56866

8/12/2021
Date

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK_____
ADDRESS OF ISSUING BANK_____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of $_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for First Replat of Block 1 of Mountain View West Subdivision , dated theday _____of _____, 20____, between the Town of Johnstown and Townhome Developers, LLC, a Colorado limited liability company.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of $_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft. With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft,

demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____ as the_____of_____.

WITNESS my hand and official seal.

My commission expires:

_____

___

Notary Public

AND FOLLOWING MAINTENANCE BOND FORM ON FOLLOWING PAGE:

PREMIUM FULLY EARNED
Bond Number: **PB** XXXXXXX Premium
(Two (2) Years): $_____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That **SAMPLE, LLC** as Principal, and **INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania and duly authorized to transact a general surety business in the state of Pennsylvania, hereinafter called the Surety, are held and firmly bound unto **Town of Johnstown, Colorado,** hereinafter called Obligee, in the full and just sum of _____ DOLLARS ($_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the 7th day of January 2020, the above named Principal entered into an agreement with the Obligee for: **SAMPLE Subdivision Filing No. 1 as approved by the Town of Johnstown City Council on _____ by Resolution No. XXXXXX**

WHEREAS, under the terms of said agreement, Principal is required to guarantee replacement and repair of improvements as described therein for a period of Two (2) year(s) from and after the date of completion and acceptance of said improvements;

NOW, THEREFORE, If the above Principal for a period of Two (2) year(s) from and after the date of completion and acceptance of same by said Obligee, replace any and all defects in said work resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

Any claims upon this bond must be made prior to the expiration of the two (2) year maintenance period.

IN WITNESS WHERE OF, the seal and signature of said Principal is affixed hereto and the corporate seal and the name of said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 6th day of November, 2020.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Water and Sewer Service Agreement – First Amendment to Water and Sewer Service Agreement for Mountain View West Subdivision (2017), with Parish, LLC

ATTACHMENTS: 1. Proposed First Amendment to Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

AGENDA ITEM DESCRIPTION:
The Developer of the Mountain View West Subdivision, Parish LLC, has an existing Water and Sewer Service Agreement (WSSA) with the Town providing credit of raw water for 45.45 AF/yr., referred to as the "Phase I Water Credit" – encompassing 25.45 AF of a dedication of Home Supply certificates; and 20 AF set aside, via separate agreement, for "landscaping and commercial uses that generate sale tax revenue and/or employment opportunities."

A replat of Mountain View West Subdivision, Block 1, is moving forward for development of 143 townhomes, and this amendment allocates and authorizes 29.31 AF of this Phase 1 Water Credit bank towards this project to satisfy the demand for that project.

Overall, the remaining balance in the Home Supply "bucket" is 0.75 AF; with 15.39 AF remaining for the landscaping and commercial uses.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the First Amendment to Water and Sewer Service Agreement for Mountain View West Subdivision.

SUGGESTED MOTIONS:

For Approval
I move to approve the First Amendment to Water and Sewer Service Agreement for Mountain View West Subdivision.

For Denial
I move to deny the First Amendment to Water and Sewer Service Agreement for Mountain View West Subdivision as presented.

Reviewed and Approved for Presentation,

_____
Town Manager

FIRST AMENDMENT TO
WATER AND SEWER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT ("Amendment") is made and entered into this ____ day of _____, 2021, by and between PARISH, LLC, a Colorado limited liability company ("Parish"), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as "Parties."

RECITALS

WHEREAS, on or about December 4, 2017, the Town and Parish entered into that certain Water and Sewer Service Agreement, recorded in the Weld County Clerk and Recorder at Reception No. 4400702, with respect to property located in a portion of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado ("Property"), a copy of which is attached hereto and incorporated herein by reference as Exhibit A ("WSSA"); and

WHEREAS, the WSSA reflects that Parish is entitled to a raw water credit for the first phase of the development of the Property, referenced therein, and for purposes hereof, as the Phase I Property, in the amount of 45.45 acre-feet per year of raw water ("Phase I Water Credit"); and

WHEREAS, the Phase I Water Credit includes: (i) 25.45 acre-feet of water arising from Consolidated Home Supply Ditch and Reservoir Company Certificates 6813 and 6811 and a credit from Stroh Farm Filing No. 7 ("Home Supply/Stroh Water") and (ii) 20 acre-feet arising from an Agreement among Colorado Sweet Gold, LLC, A.L. Gilbert Company and the Town of Johnstown dated March 3, 2008, specifically set aside for "landscaping and commercial uses that generate sales tax revenue and/or employment opportunities" ("Commercial/Employment Water"); and

WHEREAS, Townhome Developers, LLC, a Colorado limited liability company, is the owner of a portion of the Phase I Property, known as the 1st Replat of Block 1 Mountain View West Subdivision Replat, as more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Townhome Property"); and

WHEREAS, Parish desires to allow Townhome Developers to use a portion of the Phase I Water Credit for the Townhome Property as set forth herein; and

WHEREAS, to memorialize the foregoing, including the amount of raw water credit allocated to Townhome Developers and the surplus available to Parish, the Parties desire enter into this Amendment.

AGREEMENT

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. **Recitals.** The Recitals are incorporated into this Amendment as if fully set forth herein.

2. **Allocation of Raw Water Credit and Commitment.** Parish hereby agrees that Townhome Developers may use raw water credit in the amount of 29.31 acre-feet per year from the Phase I Water Credit for the Townhome Property. The water credit is allocated as follows: (i) 24.7 acre-feet of water from the Home Supply/Stroh Water and (ii) 4.61 acre-feet from the Commercial/Employment Water.

3. **Surplus Raw Water Credit**. Based on the foregoing, Parish retains a surplus raw water credit with the Town as follows:

Home Supply/Stroh Water

WSSA Credit	25.45
Less: Townhome Developers Allocation	24.70
Surplus Credit	**.75**

Upon execution of a subsequent agreement with the Town and payment of the appropriate water court transfer fee, Parish shall be entitled to use the Home Supply/Stroh Water credit anywhere within the Property.

Commercial/Employment Water

WSSA Credit	20.00
Less: Townhome Developers Allocation	4.61
Surplus Credit	**15.39**

Upon execution of a subsequent agreement with the Town, Parish shall be entitled to use the Commercial/Employment Water credit within the Property for landscaping and commercial uses that generate sales tax revenue and/or employment opportunities but shall not hereinafter be entitled to use the water for residential development, residential irrigation or internal streets that primarily serve residential development.

5. **Validity of WSSA.** Except as modified herein, the WSSA shall remain in full force and effect. To the extent of a conflict, the terms of this Amendment shall control.

PARISH, LLC

By: _____
Name: DAVID S. GILBERT
Title: MANAGER

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2021, by _____, as the _____ of Parish, LLC

WITNESS my hand and official seal.

see attached
JK 9/9/21

_____
Notary Public

My commission expires:

_____
Address

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 9th (*Date*) day of September (*Month*), 2021 (*Year*), by
(1) David S. Gilbert
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ZOE ANNE KILKENNY
COMM. # 2216989
NOTARY PUBLIC • CALIFORNIA
STANISLAUS COUNTY
Comm. Exp. OCT. 6, 2021
MGC1 MGC1

Signature Zoe Anne Kilkenny
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Amendment to Water + Sewer Service Agreement **Document Date:** 9 Sep 2021

Number of Pages: 2 **Signer(s) Other Than Named Above:** none

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fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx Express Package US Airbill

FedEx Tracking Number 8093 9197 3859

Form ID No. 0200

1 From *Please print and press hard.*

Date 9SEP2021 Sender's FedEx Account Number 1090-0371-9

Sender's Name DAVID S. GILBERT Phone (209) 840 5743

Company A L GILBERT CO / PARISH, LLC

Address 304 N. YOSEMITE AVE

Dept./Floor/Suite/Room

City OAKDALE State CA ZIP 95361

2 Your Internal Billing Reference
First 24 characters will appear on invoice.

3 To

Recipient's Name FRED CROCI Phone ( )

Company

Address 1295 MAIN STREET UNIT 5
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address
Use this line for the HOLD location address or for continuation of your shipping address.

City WINDSOR State CO ZIP 80550

☐ Hold Weekday — FedEx location address REQUIRED. NOT available for FedEx First Overnight.

☐ Hold Saturday — FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

4 Express Package Service * To most locations.

Packages up to 150 lbs.
For packages over 150 lbs., use the FedEx Express Freight US Airbill.

Next Business Day

- ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☑ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

2 or 3 Business Days

- ☐ FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.
- ☐ FedEx 2Day — Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
- ☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

☑ FedEx Envelope* ☐ FedEx Pak* ☐ FedEx Box ☐ FedEx Tube ☐ Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

☐ Saturday Delivery — NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☑ No Signature Required — Package may be left without obtaining a signature for delivery.
☐ Direct Signature — Someone at recipient's address may sign for delivery.
☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods?
One box must be checked.

☑ No ☐ Yes — As per attached Shipper's Declaration. ☐ Yes — Shipper's Declaration not required. ☐ Dry Ice — Dry Ice, 9, UN 1845 ____ x ____ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide. ☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below.

☑ Sender — Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages ____ Total Weight ____ lbs. Total Declared Value† $ ____ .00

†Our liability is limited to US$100 unless you declare a higher value. See back for details. By using this airbill you agree to the service conditions on the back of this airbill and in the current FedEx Service Guide, including terms that limit our liability.

Rev. Date 3/15 • Part #167002 • ©2012–2015 FedEx • PRINTED IN U.S.A. SRF

644

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Leave the packing to the pros at FedEx Office.
Go to fedex.com/office.

Insert shipping document here.

Item #22.

EXHIBIT A

Mountain View West Subdivision
Legal Description

A portion of the Northwest Quarter of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, being more particularly described as follows:

Commencing at the southwest corner of said northwest corner of Section 9:
Thence, N00°28'15"W, along the west line of said northwest quarter of section 9 a distance of 1327.68 feet to the north 1/16th corner of said Section 9;

Thence, N00°28'15"W continuing along said line, a distance of 91.42 feet to the boundary line of the Johnstown Colony Addition to the Town of Johnstown, recorded March 23, 1935 in Book 7, Page 3 at the Weld County Clerk and Recorders Office;

Thence, S89°29'12"E, along the south line of said addition a distance of 30.00 feet to the Point of Beginning.

Thence from the Point of Beginning N89°29'12"E, continuing along said south line a distance of 381.35 feet;

Thence N00° 10'54"W along the east line of said addition a distance of 501.47.feet to the south boundary line of the Purvis Addition to the Town of Johnstown recorded April 18, 1984 in book 8 page 4 at the Weld County Clerk and Recorders Office;

Thence S88°43'02"E along the south line of said addition a distance of 1004.35 feet to a point on the westerly right-of-way line of the Great Western Railroad and a point on a non-tangent curve to the right;

Thence along said westerly right-of-way line the following two (2) courses:
1) Thence 395.20 feet along the arc of said curve having a radius of 1870.10 feet, a Delta angle of 12° 06'29"and being subtended by a chord bearing S10°38'36"E a distance of 394.48 feet to a point of tangency;

2) Thence S04° 35'21"E along said westerly right-of-way a distance of 1515.63 feet to a point on a line that is 30 feet northerly of and parallel the southerly line of said Northwest quarter of Section 9;

Thence N89°01'19"W along said parallel line a distance of 1546.77 feet to a point on a line 30 feet easterly of and parallel with the west line of said Northwest Quarter of Section 9;

Thence N00° 28'15"W along said parallel line a distance of 1389.87 feet to the Point of Beginning.

EXHIBIT B

PROPERTY DESCRIPTION

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 9, as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 30829 at the South end and by a #6 rebar with a 3.25" aluminum cap LS 24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 1327.67 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;
THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the **POINT OF BEGINNING**;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 693.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 00°28'15" West a distance of 355.93 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;
THENCE South 89°29'12" West a distance of 719.02 feet
THENCE North 00°34'00" West a distance of 2.78 feet to the to the **POINT OF BEGINNING**.

Said parcel of land contains 17.29 Acres (753,279 sq.ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

COLORADO LICENSED
JASON SEAN ALLEE
38479
8-10-21
PROFESSIONAL LAND SURVEYOR

Sheet 1 of 1

Jason S. Allee – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit #2
Greeley, CO 80634
(970) 515-5294

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Water and Sewer Service Agreement – 1st Replat of Block 1 of Mountain View West Replat Amendment No. 1, with Mountain View Land Developers, Inc.

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:
The Developer, Mountain View Land Developers, Inc., has received approval of a final subdivision plat for 143 townhome units and associated site improvements.

The original Water and Sewer Service Agreement (WSSA) for Mountain View West subdivision, with Parish, LLC, has been amended to permit this Development to utilize the existing water credits associated with that subdivision – attached as Exhibit B to this WSSA.

The total estimated demand for this Development is 29.31 AF/Yr, including indoor use (24.70 AF/Yr) as well as irrigation of 3.67 acres of turf and xeric-planted areas of the site (4.61 AF/Yr).

LEGAL ADVICE:
The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :
N/A

RECOMMENDED ACTION:
Approve the Water and Sewer Service Agreement for Mountain View Land Developers, Inc.

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 20th day of August, 2021, by and between MOUNTAIN VIEW LAND DEVELOPERS, LLC, a Colorado limited liability company ("Developer"), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as "Parties."

RECITALS

WHEREAS, the Developer is the owner of a portion of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, known as the 1st Replat of Block 1 Mountain View West Subdivision Replat, as more particularly described in Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property is being developed as multi-family residential units; and

WHEREAS, pursuant to that certain Water and Sewer Service Agreement, dated December 4, 2017, recorded in the Weld County Clerk and Recorder at Reception No. 4400702, Parish, LLC, a Colorado limited liability company ("Parish"), previously dedicated raw water to the Town for, among other property, the Subject Property; and

WHEREAS, Parish desires to assign a portion of the raw water credit to the Developer to supply the necessary water demand for the Subject Property, as evidenced by the First Amendment to Water and Sewer Service Agreement executed between the Town and Parish on _____, 2021, attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, based on such assignment, the Developer and the Town desire to set forth their agreement concerning water rights dedication and use of the raw water, preliminary projections of water and sewer demand, and a current commitment by the Town for water and sewer service for the Subject Property.

AGREEMENT

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

2. **Water and Sewer Demand.** In compliance with the Johnstown Municipal Code ("Code"), the Developer submitted a water and sewer demand analysis to the Town for the anticipated water needs of the Subject Property. The analysis was reviewed and, as amended, if at all, approved by the Town Water Engineer pursuant to a Memorandum dated June 10, 2021, which is on file with the Town. Based on the foregoing, the estimated average annual water demand for the Subject Property is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building Use	24.7	1.24
Sod Irrigation (.63 acres)	1.57	1.33
Xeric Irrigation (3.04 acres)	3.04	2.58
Total	**29.31**	**5.15**

3. **Water Rights Dedication.** Parish has assigned to the Subject Property 29.31 acre-feet of raw water credit, as shown in Exhibit B.

4. **Commitment to Provide Water and Sewer.** Subject to Developer's performance of all the covenants contained herein, payment of all required fees and the issuance of a certificate of occupancy, the Town commits to provide to the Subject Property up to 29.31 acre-feet per year of water supply (24.70 acre-feet per year for in-building demand and 4.61 acre-feet per year for irrigation).

5. **Future review of water usage and dedication requirements.** In accordance with the Code, 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. If the analysis is subsequently determined to understate the water demand, Developer or the homeowners' association, as appropriate, shall be required to dedicate additional raw water to the Town.

6. **Payment of Water Court Transfer Fees.** For purposes of this Agreement, water court transfer fees are not required. However, if the actual water demand for the Subject Property increases based on actual water usage, Developer or the homeowners' association, as appropriate, shall be required to pay water court transfer fees upon the dedication of additional water.

7. **Notices.** All notices required under this Agreement shall be in writing and shall be: (a) hand-delivered; or (b) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (c) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by electronic mail shall be considered effective upon confirmation of receipt. Notices shall be sent to the following:

TO DEVELOPER:

Mountain View Land Developers, LLC
Attn: Andrew J. Gerk
3780 W. 10th St., Suite 200
Greeley, CO 80634
Email: agerk@baesslerhomes.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
dseele@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524
avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbins.com

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

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

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

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

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

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

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

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

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

16. **Entire agreement and Authorization.** 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. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

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

19. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By: _____
Name: Andrew J. Gerk
Title: Authorized Agent

STATE OF Colorado)
) ss.
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 20 day of August, 2021, by Andrew J. Gerk, as the Authorized Agent of Mountain View Land Developers, LLC

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: 6/17/2023

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 9, as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 30829 at the South end and by a #6 rebar with a 3.25" aluminum cap LS 24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 1327.67 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;
THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the **POINT OF BEGINNING**;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 693.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 00°28'15" West a distance of 355.93 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;
THENCE South 89°29'12" West a distance of 719.02 feet
THENCE North 00°34'00" West a distance of 2.78 feet to the to the **POINT OF BEGINNING**.

Said parcel of land contains 17.29 Acres (753,279 sq.ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

COLORADO LICENSED
JASON SEAN ALLEE
38479
8-10-21
PROFESSIONAL LAND SURVEYOR

Sheet 1 of 1

Jason S. Allee – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit #2
Greeley, CO 80634
(970) 515-5294

To be updated with final document, once executed.

EXHIBIT B

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2021, by and between MOUNTAIN VIEW LAND DEVELOPERS, LLC, a Colorado limited liability company ("Developer"), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as "Parties."

RECITALS

WHEREAS, the Developer is the owner of a portion of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, known as the 1st Replat of Block 1 Mountain View West Subdivision Replat, as more particularly described in Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property is being developed as multi-family residential units; and

WHEREAS, pursuant to that certain Water and Sewer Service Agreement, dated December 4, 2017, recorded in the Weld County Clerk and Recorder at Reception No. 4400702, Parish, LLC, a Colorado limited liability company ("Parish"), previously dedicated raw water to the Town for, among other property, the Subject Property; and

WHEREAS, Parish desires to assign a portion of the raw water credit to the Developer to supply the necessary water demand for the Subject Property, as evidenced by the First Amendment to Water and Sewer Service Agreement executed between the Town and Parish on _____, 2021, attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, based on such assignment, the Developer and the Town desire to set forth their agreement concerning water rights dedication and use of the raw water, preliminary projections of water and sewer demand, and a current commitment by the Town for water and sewer service for the Subject Property.

AGREEMENT

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

2. **Water and Sewer Demand.** In compliance with the Johnstown Municipal Code ("Code"), the Developer submitted a water and sewer demand analysis to the Town for the anticipated water needs of the Subject Property. The analysis was reviewed and, as amended, if at all, approved by the Town Water Engineer pursuant to a Memorandum dated June 10, 2021, which is on file with the Town. Based on the foregoing, the estimated average annual water demand for the Subject Property is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building Use	24.7	1.24
Sod Irrigation (.63 acres)	1.57	1.33
Xeric Irrigation (3.04 acres)	3.04	2.58
Total	**29.31**	**5.15**

3. **Water Rights Dedication.** Parish has assigned to the Subject Property 29.31 acre-feet of raw water credit, as shown in Exhibit B.

4. **Commitment to Provide Water and Sewer.** Subject to Developer's performance of all the covenants contained herein, payment of all required fees and the issuance of a certificate of occupancy, the Town commits to provide to the Subject Property up to 29.31 acre-feet per year of water supply (24.70 acre-feet per year for in-building demand and 4.61 acre-feet per year for irrigation).

5. **Future review of water usage and dedication requirements.** In accordance with the Code, 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. If the analysis is subsequently determined to understate the water demand, Developer or the homeowners' association, as appropriate, shall be required to dedicate additional raw water to the Town.

6. **Payment of Water Court Transfer Fees.** For purposes of this Agreement, water court transfer fees are not required. However, if the actual water demand for the Subject Property increases based on actual water usage, Developer or the homeowners' association, as appropriate, shall be required to pay water court transfer fees upon the dedication of additional water.

7. **Notices.** All notices required under this Agreement shall be in writing and shall be: (a) hand-delivered; or (b) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (c) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by electronic mail shall be considered effective upon confirmation of receipt. Notices shall be sent to the following:

TO DEVELOPER:

Mountain View Land Developers, LLC
Attn: Andrew J. Gerk
3780 W. 10th St., Suite 200
Greeley, CO 80634
Email: agerk@baesslerhomes.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
dseele@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524
avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbins.com

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

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

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

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

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

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

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

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

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

16. **Entire agreement and Authorization.** 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. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

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

19. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

MOUNTAIN VIEW LAND DEVELOPERS, LLC

By: _____
Name: Andrew J. Gerk
Title: Authorized Agent

STATE OF Colorado)
) ss.
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 20 day of August, 2021, by Andrew J. Gerk, as the Authorized Agent of Mountain View Land Developers, LLC

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: 6/17/2023

MELISSA WHEELER
Notary Public
State of Colorado
Notary ID # 20194022905
My Commission Expires 06-17-2023

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land being Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 recorded July 22, 2021 at Reception No. 4738024 within the records of the Weld County Clerk and Recorder, and a portion of the platted right-of-way of Molinar Street, situate in the Northwest Quarter (NW1/4) of Section Nine (9), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Weld, State of Colorado being more particularly described as follows;

COMMENCING at the North Sixteenth corner of Section 9 and assuming the West line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 9, as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 30829 at the South end and by a #6 rebar with a 3.25" aluminum cap LS 24993 at the North end, as bearing North 00°51'26" West, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 1327.67 feet with all other bearings contained herein being relative thereto;

The linear dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 00°51'26" West along the West line of the NW1/4NW1/4 of said Section 9 a distance of 91.60 feet to the Westerly projection of the North right-of-way line of Molinar Street;
THENCE North 89°06'06" East along said Westerly projection and said North right-of-way line a distance of 391.49 feet to the West line of said Block One (1) Mountain View West Subdivision Replat, Amendment No. 1 and to the **POINT OF BEGINNING**;

THENCE North 00°34'00" West a distance of 501.47 feet;
THENCE South 89°06'08" East a distance of 1004.35 feet to the West right-of-way line of the Great Western Railway and to a Point on a Curve (POC);
THENCE along said West right-of-way line and the arc of a non-tangent curve concave to the Southwest a distance of 395.20 feet, said curve has a Radius of 1870.10 feet, a Delta of 12°06'29" and is subtended by a Chord bearing South 11°01'42" East a distance of 394.46 feet;
THENCE South 04°58'27" East a distance of 693.37 feet;
THENCE South 89°30'29" West a distance of 378.93 feet to a POC;
THENCE along the arc of a non-tangent curve concave to the Southwest a distance of 45.26 feet, said curve has a Radius of 74.50 feet, a Delta of 34°48'29" and is subtended by a Chord bearing North 25°35'25" West a distance of 44.57 feet to a Point of Reverse Curvature (PRC);
THENCE along the arc of a curve concave to the Northeast a distance of 36.86 feet, said curve has a Radius of 65.50 feet, a Delta of 32°14'48" and is subtended by a Chord bearing North 26°52'16" West a distance of 36.38 feet, to a Point of Compound Curvature (PCC);
THENCE along the arc of a curve concave to the East a distance of 97.58 feet, said curve has a Radius of 544.03 feet, a Delta of 10°16'37" and is subtended by a Chord bearing North 05°36'34" West a distance of 97.45 feet;
THENCE North 00°28'15" West a distance of 355.93 feet to a PC;
THENCE along the arc of a curve concave to the Southeast a distance of 19.51 feet, said curve has a Radius of 13.50 feet, a Delta of 82°47'53" and is subtended by a Chord bearing North 40°55'42" East a distance of 17.86 feet, to a POC;
THENCE along the arc of a non-tangent curve concave to the West a distance of 64.18 feet, said curve has a Radius of 51.50 feet, a Delta of 71°23'56" and is subtended by a Chord bearing North 00°26'31" West a distance of 60.10 feet;
THENCE South 89°29'12" West a distance of 719.02 feet
THENCE North 00°34'00" West a distance of 2.78 feet to the to the **POINT OF BEGINNING**.

Said parcel of land contains 17.29 Acres (753,279 sq.ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

COLORADO LICENSED
JASON SEAN ALLEE
38479
8-10-21
PROFESSIONAL LAND SURVEYOR

Sheet 1 of 1

Jason S. Allee – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38479

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit #2
Greeley, CO 80634
(970) 515-5294

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: October 18, 2021

SUBJECT: Economic Incentive Agreement Regarding Buc-ee's LLC

ACTION PROPOSED: Consider Resolution 2021-40 Approving the Economic Incentive Agreement Between the Town of Johnstown and Buc-ee's Colorado

ATTACHMENTS:
1. Resolution 2021-40
2. Economic Incentive Agreement Between the Town of Johnstown and Buc-ee's Colorado (Exhibit A)

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Buc-ee's is a convenience store and gas station primarily located in the southern region of the US. They are in negotiations to purchase 28.22 acres of property located within the Town at the southwest corner of I-25 and Hwy 60 for development of their first location in Colorado.

The development will include at least a 53,000 SF "Buc-ee's Travel Center" and creation of a minimum of 150 full-time jobs within one year of their opening start date. In order to facilitate the development of the project, the Town has offered the following incentives:

- Expedited Planning & Development review process
  - 3 business day review period for completeness of each submittal
  - 4-week review period after acknowledgement of a complete submittal
- Sales tax revenue share, 50/50 based off of a 3% sales tax rate
  - 25-year term for all sales tax dollars generated directly from POS at the Buc-ee's location within Johnstown, CO
  - Sales tax revenue share will be limited to non-dedicated sales tax dollars and will become effective following the quarter of which they open their doors to the public

- The Town will consider supporting the implementation of a public improvement fee to assist in funding onsite and offsite public improvements.

In order to meet the Town's Economic Incentive Policy, Buc-ee's LLC has committed to the following performance measures and expectations:

- Creation of 150 full-time jobs within one year of their opening start date
- Installation of a minimum of two electric vehicle charging stations at the project location
- Defined project construction, completion, and opening dates contingent on the progress and completion of CDOT's I-25 Improvements.

Buc-ee's has also offered to contribute a one-time donation of $250,000 toward a community project of the Town's choice within 30 days of when the sales tax revenue share begins.

It is important to note that should Buc-ee's fail to meet the minimum job creation metric, the Town will be entitled to reduce the sale tax revenue share by a proportionate amount based on each quarter that the metric is not met. Additionally, should Buc-ee's fail to open their location in Johsntown, Colorado
within four years of the effective date of the Economic Incentive Agreement, the Town will not be required to provide any of the incentives set forth within Section 3 of the agreement.

The proposed development meets the Town's Economic Incentive Policy by providing a positive fiscal, community, and employment impact within the community. Additionally, a "Buc-ee's Travel Center" meets the Town's targeted industry objectives of attracting commercial destination retailers. The Town has been effective in strategizing the most appropriate economic incentives available and collecting required data and due diligence to ensure a fair, judicious, and strategic use of incentives.

LEGAL ADVICE:

The Town Attorney has reviewed the Economic Incentive Agreement and drafted the Resolution.

FINANCIAL ADVICE:

The Town will be committed to a sales tax revenue share of 1.5% for a 25-year term to be paid quarterly as defined in Section 2 of the agreement.

RECOMMENDED ACTION: Approve Resolution 2021-40 approving the Economic Incentive Agreement Between the Town of Johnstown and Buc-ee's Colorado

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2021-40 Approving the Economic Incentive Agreement Between the Town of Johnstown and Buc-ee's Colorado.

For Denial: I move to deny Resolution 2021-40 regarding the Economic Incentive Agreement Between the Town of Johnstown and Buc-ee's Colorado.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-40

RESOLUTION APPROVING THE ECONOMIC INCENTIVE AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND BUC-EE'S COLORADO

WHEREAS, the Town of Johnstown, Colorado (the "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, Buc-ee's Colorado, LLC, a Delaware limited liability company ("Buc-ee's"), is in negotiations to purchase approximately 28.22 acres of property located within the boundaries of the Town at the southwest corner of U.S. Interstate 25 and U.S. Highway 60; and

WHEREAS, Buc-ee's desires to construct a service station and retail shopping store on such property, to be known as "Buc-ee's Travel Center" (the "Project"); and

WHEREAS, to facilitate the development of the Project, Buc-ee's has requested that the Town provide certain economic incentives; and

WHEREAS, Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives; and

WHEREAS, the Town Council finds that the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town and that approval of the Economic Incentive Agreement between the Town and Buc-ee's is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Town Council hereby approves the Economic Incentive Agreement between the Town of Johnstown and Buc-ee's Colorado, LLC, attached hereto and incorporated herein by reference as Exhibit A.

PASSED, SIGNED, APPROVED, AND ADOPTED this 18th day of October, 2021.

TOWN OF JOHNSTOWN

BY:_____
Gary Lebsack, Mayor

ATTEST:

_____
Diana Seele, Town Clerk

ECONOMIC INCENTIVE AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND BUC-EE'S COLORADO

This Economic Incentive Agreement ("Agreement") is made and entered into on this ____ day of _____, 2021 ("Effective Date"), by and between the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado ("Town"), and Buc-ee's Colorado, LLC, a Delaware limited liability company ("Buc-ee's").

RECITALS

1. Buc-ee's is in negotiations to purchase approximately 28.22 acres of property located within the boundaries of the Town at the southwest corner of U.S. Interstate 25 and U.S. Highway 60, described on the map attached hereto and incorporated herein by reference as Exhibit A ("Property").

2. Buc-ee's desires to construct a service station and retail shopping store, known as "Buc-ee's Travel Center," consisting of at least 53,000 square feet on the Property (the "Project").

3. To facilitate the development of the Project, Buc-ee's has requested that the Town expedite review of the Project and provide certain economic incentives.

4. Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives.

5. The Town has determined the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town.

6. Based on the foregoing, including the anticipated economic benefits, the additional employment opportunities and the extraordinary opportunity presented by the location of the Project in the Town, and based on Buc-ee's commitments outlined herein, the Town desires to accommodate Buc-ee's request and offers, pursuant to the terms and conditions set forth in this Agreement, to provide: (a) an expedited review process for the Project and (b) economic incentives.

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 Buc-ee's agrees as follows:

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

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"CDOT Extension" means an extension of time pursuant to Section 13 of this Agreement.

"Derived Taxes" means fifty percent (50%) of the portion of the sales tax revenue generated and collected by the Town from sales transactions at the Project that is eligible to be expended for all municipal purposes and not allocated for specific purposes. For illustrative purposes, the Town's current sales tax rate is three and one-half percent (3.5%), but one-half percent (0.5%) is a voter approved sales tax that is dedicated specifically to transportation projects. As such, the Derived Taxes, on the Effective Date of this Agreement, would equal fifty percent (50%) of three percent (3%), the eligible portion of the sales tax rate, or one and one-half percent (1.5%) of the sales transactions at the Project.

"Derived Taxes Commencement Date" means the first day of the first Fiscal Quarter following the date on which Buc-ee's opens the Project to the public for retail business operations.

"Derived Taxes Termination Date" means the date that is the day before the twenty-fifth (25th) anniversary of the Derived Taxes Commencement Date.

"Final Town Payment Date" means the Town Payment Date following the Fiscal Quarter wherein the Derived Taxes Termination Date occurs.

"Fiscal Quarter" means each of the fiscal quarters of the Town and Buc-ee's. As of the date of this Agreement, the Town and Buc-ee's operate on a calendar year and its Fiscal Quarters run January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

"Quarterly Derived Taxes" means the Derived Taxes for each Fiscal Quarter.

"Project Building Permit" means the building permit or permits required for the construction of the Project.

"Project Commencement Date" means the later of (a) July 1, 2022, or (b) thirty (30) days after Buc-ee's receipt of the Project Building Permit, as extended, if at all, by a Force Majeure Event, Town Delay Extension or CDOT Extension.

"Project Completion Date" means the later of (a) January 1, 2024, or (b) eighteen months (18) after Buc-ee's receipt of the Project Building Permit, as extended, if at all, by a Force Majeure Event, Town Delay Extension or CDOT Extension.

"Project Opening Date" means the earlier of (a) the date on which Buc-ee's opens the Project to the public for retail business operations or (b) the date two (2) years after the date Buc-ee's receives the Project Building Permit, as extended, if at all, by a Force Majeure Event, Town Delay Extension or CDOT Extension.

"Town Delay Extension" means an extension pursuant to Section 14 of this Agreement.

"Town Payment Date" means the last day of the second calendar month following the end of each Fiscal Quarter from and after the Derived Taxes Commencement Date.

3. Town's Commitments. In furtherance of the development, construction and operation of the Project, and based on Buc-ee's commitments set forth herein, the Town agrees as follows:

(a) To review development, land use and building permit applications for the Project for completeness within three (3) business days of submittal by Buc-ee's or its representative and, after each complete development, land use or building permit application is submitted, to approve such complete application within four (4) weeks of the date of submission of such completed application on the condition that such application complies with the Johnstown Municipal Code ("Code") and the Town's policies, procedures and regulations and that Buc-ee's participates in pre-submittal meetings with Town staff and appropriate external agencies with jurisdiction and authority over the Project;

(b) On or before each Town Payment Date occurring after the Derived Taxes Commencement Date until payment of the Final Town Payment, to pay the Quarterly Derived Taxes to Buc-ee's; and

(c) To explore the implementation of a public improvement fee to assist in funding onsite and offsite public improvements.

Notwithstanding anything herein to the contrary, the following is a condition precedent to the effectiveness and enforceability of Section 3(b) and, if applicable, the implementation of a public improvement fee under Section 3(c) of this Agreement: Buc-ee's shall have opened the Project to the public for retail business operations by the Project Opening Date.

4. Buc-ee's Commitments. In furtherance of the development, construction and operation of the Project, and based on the Town's commitments set forth herein, Buc-ee's agrees as follows:

(a) To commence construction of the Project no later than the Project Commencement Date;

(b) To substantially complete construction of the Project no later than the Project Completion Date;

(c) To open the Project to the public for retail business operations no later than the Project Opening Date;

(d) To submit a master signage plan exhibiting "Johnstown" on the signage, which depiction shall not be counted toward the overall signange square footage calculation. The master signage plan shall be subject to approval of the Town Council. Town staff shall work with Buc-ee's on an administrative level in order that Buc-ee's may submit a signage plan to the Town Council that is agreeable to Town staff;

(e) To install a minimum of two (2) electric vehicle charging stations at the Project provided such stations are permitted by applicable law and all matters of record in the applicable real property records;

(f) To create a minimum of one hundred and fifty (150) full-time jobs within one (1) year of the Project Opening Date ("Job Creation Threshold"). On or shortly after such date, Buc-ee's shall provide a report to the Town evidencing the number of full-time jobs created and maintained and shall provide a supplementary report to the Town within ten (10) calendar days of the end of each Fiscal Quarter until the Derived Taxes Termination Date evidencing the average number of full-time jobs maintained during such Fiscal Quarter. If the average number of full-time jobs maintained by Buc-ee's for any Fiscal Quarter does not meet or exceed the Job Creation Threshold, the Town shall be entitled to reduce the sales tax sharing set forth in Section 3(b) by a proportionate amount for such quarter. For illustrative purposes, if Buc-ee's only maintains one-hundred (100) full-time jobs in any given Fiscal Quarter, then the Town Payment for that Fiscal Quarter shall be reduced proportionately by thirty-three percent (33%); and

(g) To contribute a one-time donation of Two-Hundred and Fifty Thousand Dollars ($250,000) toward a community project of the Town's choice within thirty (30) days of the Derived Taxes Commencement Date.

Notwithstanding anything herein to the contrary, the following are conditions precedent to the effectiveness and enforceability of Section 4 of this Agreement: (i) Buc-ee's shall purchase and take fee simple ownership of the Property on or before December 31, 2021, or within fifteen (15) days of the approval and recordation of a final plat for the Property, whichever is later; and (ii) the Town and Buc-ee's shall enter into a development agreement, setting forth, among other matters, Buc-ee's development and land-use obligations, including, but not limited to, Buc-ee's commitment to: (a) design, construct and inspect the Project in compliance with all applicable provisions of the law, the Code and the Town's policies, procedures and regulations and, unless subsequently amended, revoked or terminated, all outstanding agreements, covenants, restrictions and similar items that are recorded against or binding upon the Property, and (b) dedicate all public improvements on the Project to the Town pursuant to the Code and the Town's policies, procedures and regulations.

5. Condition Precedent; Project Opening Date. Notwithstanding anything contained herein to the contrary, the Project Opening Date shall occur within four (4) years of the Effective Date of this Agreement or else, absent a written agreement by the Town extending such deadline, the Town shall not be required to provide the incentives set forth in Section 3.

6. Annexation Agreement. The Property is subject to the Annexation Agreement for the Veeman Annexation dated March 17, 2008 ("Annexation Agreement"). Section 29(c) of the Annexation Agreement, entitled "Sales and Use Tax Reimbursements," contains economic incentives in the form of reimbursements related to the public improvements associated with commercial development of the Property. The Town and Buc-ee's recognize and agree that the obligations, commitments and incentives set forth in this Agreement shall wholly replace and supersede Section 29(c) of the Annexation Agreement and the incentives set forth therein. Prior to Buc-ee's receipt of Derived Taxes, as provided in Section 3(b) and, if applicable, the public improvements fee set forth in Section 3(c), if required by the Town, the Town and Buc-ee's agree to execute an amendment to the Annexation Agreement or other form of agreement memorializing the foregoing.

7. Metropolitan District. The parties recognize and agree that the Property may be in, or within the inclusion area boundaries of, a metropolitan district existing under the Special District Act, §§ 32-1-101, *et seq.*, C.R.S. The Town makes no representation or commitment regarding, and the rights and obligations of the parties contained herein shall not be impacted by virtue of, such metropolitan district.

8. Term. The term of this Agreement shall commence on the Effective Date and shall terminate upon the payment of all the Quarterly Derived Taxes due on or before the Final Town Payment Date.

9. Assignment. Buc-ee's may not assign its rights or duties under this Agreement without receiving the prior written consent of the Town, except that Buc-ee's may transfer ownership of the Property to an affiliate of Buc-ee's (any entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buc-ee's, or which directly or indirectly owns voting securities of an entity directly or indirectly controlled by Buc-ee's) that assumes the obligations of Buc-ee's herein so long as Buc-ee's continues to be responsible for the performance of the obligations contained herein unless expressly excused therefrom in writing signed by an authorized officer of the Town.

10. No Third-Party Beneficiaries. This Agreement, including the incentives provided herein, is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

11. 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 BUC-EE'S:

Buc-ee's Colorado, LLC
Attention: Legal
327 FM 2004
Lake Jackson TX 77566
Email: legal@buc-ees.com

TO TOWN:

Town of Johnstown
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@townofjohsntown.com

12. Force Majeure. If either party's performance of its obligations under this Agreement is delayed by a Force Majeure Event, then such party's time of performance shall be extended by a corresponding number of days, provided that a Force Majeure Event shall not excuse timely payments when due under this Agreement and shall not extend the Project Opening Date beyond four (4) years after the Effective Date of this Agreement except by written agreement by the Town extending such deadline. For purposes of this Agreement, a "Force Majeure Event" shall be defined as any event arising from causes which are not reasonably foreseeable, are beyond the control of the affected party, and cannot be overcome by due diligence, such as fires, floods, strikes, wars, riots, acts of God, forces of nature, pandemics, judicial action and similar such causes. The party seeking an extension based on a Force Majeure Event shall promptly notify the other party of the existence of such event and shall bear the burden of proving that the event constitutes a Force Majeure Event for purposes of this Agreement. If an extension of the deadlines contained in this Agreement arises from a Force Majeure Event, the party seeking the extension shall, within thirty (30) days of the end of the Force Majeure Event, provide written notice to the other party of the extension, including the number of additional days, resulting from the Force Majeure Event. If such writing is not provided, an extension shall not be granted.

13. CDOT Extension. If the Colorado Department of Transportation ("CDOT") does not complete improvements to the U.S. Interstate 25 and State Highway 60 interchange on or before December 31, 2022, the Project Commencement Date, the Project Completion Date and the Project Opening Date shall be extended by the number of additional days reasonably required by Buc-ee's to achieve such completion of the Project and opening of the Project following such delay in the completion of the U.S. Interstate 25 and State Highway 60 interchange. If an extension is reasonably required, Buc-ee's shall notify the Town in writing and shall include in such writing the amount of additional time required based on CDOT's delay. Buc-ee's shall bear the burden of proving that CDOT's delay necessitates a CDOT Extension. To the extent known, the Town agrees to notify Buc-ee's of changes to CDOT's anticipated completion schedule in a timely manner.

14. Town Delay. If the Town fails to review and approve the applications in accordance with the deadlines set forth in Section 3(a) of this Agreement, the Project

Commencement Date, the Project Completion Date and the Project Opening Date shall be extended by the number of additional days that it takes the Town to provide such review and approval.

15. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado.

16. Town Default and Buc-ee's Remedies. In the event of default by the Town hereunder, Buc-ee's may notify the Town in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and Buc-ee's desires to seek recourse, the parties shall participate in mediation, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days or if the Town fails to participate in mediation within thirty (30) days after written request from Buc-ee's, Buc-ee's may then commence an action and be entitled to such remedies as are provided by law. Additionally, notwithstanding anything to the contrary in this Agreement, Buc-ee's expressly releases the Town from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

17. Buc-ee's Default and Town Remedies. In the event of default by Buc-ee's hereunder, the Town may notify Buc-ee's in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the Town desires to seek recourse, the parties shall participate in mediation, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days or if Buc-ee's fails to participate in mediation within thirty (30) days after written request from the Town, the Town may then commence an action and be entitled to such remedies as are provided by law. Notwithstanding anything to the contrary in this Agreement, the Town's sole and exclusive remedy with respect to a default by Buc-ee's under Section 4(a) of this Agreement is to terminate this Agreement on or before thirty (30) days after Project Commencement Date, the Town's sole and exclusive remedy with respect to a default by Buc-ee's under Section 4(f) of this Agreement is to reduce the Quarterly Derived Taxes as provided in Section 4(f), and the Town shall not have a right to specific performance by Buc-ee's under Sections 4(a), 4(b) and 4(c) of this Agreement. Additionally, notwithstanding anything to the contrary in this Agreement, the Town expressly releases Buc-ee's from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

18. 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.

19. Entire Agreement and Amendments. 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.

20. Severability. If any provision or part of this Agreement is 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.

21. 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

BUC-EE'S COLORADO, LLC

By: _____
Joe O'Leary, Vice President

mL

STATE OF TEXAS)
) ss.
COUNTY OF BRAZORIA)

The foregoing Agreement was acknowledged before me this 29 day of September 2021, by Joe O'Leary as the Vice President of Buc-ee's Colorado, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 05-09-2022

CHRISTIAN ARAGON-MARTINEZ
Notary Public, State of Texas
Comm. Expires 05-09-2022
Notary ID 131561013

_____
Notary Public

ARTICLE IV – Waste Collection

Sec. 7-61. Town refuse collection services.

(a) Except as otherwise provided in this Article, the Town shall provide, by contract with a third party, refuse collection services for residents in the Town. Unless otherwise authorized by the Town Manager, the Town shall not provide refuse collection services to: (i) multifamily residences containing three or more units or (ii) non-residential customers, including commercial and industrial establishments.

(b) Customers may opt out of the Town-provided refuse collection services by notifying the Town Finance Director, in writing, at least twenty (20) days before the first day of the next month of the desire to cancel the service. Said customer shall remain bound by all other parts of the ordinances of the Town concerning or pertaining to waste collection and removal.

(c) For purposes of this Article, *refuse collection services* shall include the collection and disposal of all trash, rubbish, garbage and other such waste material. *Refuse collection services* shall not include dumpster services nor shall it include disposal of refrigerators, washers, dryers and other large or bulky items or material that is or contains radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material. Bulk refuse material not collected as part of the Town-provided refuse collection services shall be removed by separate arrangement with the Town's third-party contractor, another Town-licensed contractor or the resident in compliance with this Article.

Sec. 7-62. Town recycling collection services.

(a) Except as otherwise provided in this Article, the Town shall provide, by contract with a third party, recycling collection services in the Town. The recycling collection services shall be available to all customers utilizing the Town-provided refuse collection services.

(b) Customers may opt out of the Town-provided recycling collection services by notifying the Town Finance Director, in writing, at least twenty (20) days before the first day of the next month of the desire to cancel the service.

(c) For purposes of this Article, *recycling collection services* shall consist of the disposal of materials that are collected separately for the purpose of such materials being re-processed into new or different products or packaging materials, provided that such materials are designated as recyclable by the Town's third-party service provider.

Sec. 7-63. Specifications for containers.

(a) Customers utilizing the Town-provided refuse or recycling collection services shall place refuse and recycling materials in containers furnished by the Town's third-party service provider. Such containers shall be used, as appropriate to each container, only for the collection of refuse and recycling materials. On the day of collection, customers shall place the containers in a readily accessible location adjacent to the residential or non-residential unit for handling by the Town's third-party service provider. The containers shall not be overloaded by weight or volume. Said customers shall also comply with rules regarding the containers imposed by the Town's third party-service provider, including the location of the containers for pick-up and weight or volume restrictions

(b) Customers not utilizing the Town-provided refuse collection services shall place all refuse and, if applicable, recycling materials in suitable and enclosed containers furnished by such customer.

(c) Containers for refuse and recycling collection services shall be kept off the street, curb, sidewalk and all other public ways, except for the period beginning 6:00 p.m. on the day prior to the day of collection and ending 9:00 p.m. on the day of collection.

Sec. 7-64. Persons served by water taps to receive service and pay the costs and billing.

(a) Customers receiving Town-provided refuse or recycling collection services shall be billed and shall pay said charges monthly with such customer's water bill in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

(b) For customers utilizing the Town-provided refuse or recycling collection services, the assessments for refuse and recycling collection services shall be determined by the individual water tap billings. Where more than one single family is living in a residential dwelling served by only one water tap, an additional charge shall be made for each single-family unit.

Sec. 7-65. Lien and collection of unpaid bills; cessation of service.

(a) The assessment provided in Section 7-64 shall be a lien against each lot or tract of land where said water tap serves until fully paid and shall have priority over all other liens except general taxes and prior special assessments. In case such assessments are not paid, the Town may certify the assessments to the County Treasurer who shall collect the assessments, together with a penalty for the cost of collection in the amount provided by law.

(b) In addition to the foregoing, the Town may proceed to collect any unpaid assessments in any other manner allowed by law and may cease providing refuse or recycling collection services.

Law Office of Avi S. Rocklin, LLC

ATTORNEY AT LAW
1437 N. DENVER AVENUE, #330
LOVELAND, CO 80538
PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Law Office of Avi S. Rocklin, LLC

DATE: October 5, 2021

RE: Waste Collection Ordinance

Attached for consideration are revised waste collection regulations. Upon further direction of the Town Council, an ordinance will be presented as an agenda item during a subsequent meeting.

The proposed revisions contain the following notable provisions:

- The Town will continue to provide refuse collection services to residents in the Town through a contract with a third party. Unless the Town Manager agrees, the refuse collection services will not be available to multifamily residences containing three or more units or to non-residential customers.

- The Town will provide recycling services through a contract with a third party. The recycling services will be available to any customer receiving the Town refuse collection services.

- Customers may opt-out of the Town-provided refuse collection service and/or the recycling collection service by providing written notice to the Town Finance Director.

- Customers using the Town services must use the waste collection containers provided by the third-party contractor, place the containers in a readily accessible location for pick-up and not overload the containers. Customers not using the Town services should procure their own containers.

- Waste collection containers must be kept off the street, curb, sidewalk and all other public ways, except for the period beginning 6:00 p.m. on the day prior to the day of collection and ending 9:00 p.m. on the day of collection.

- Customers using the Town services will continue to be billed with their monthly water bill.

JOHNSTOWN **DDA**

39 S Parish Ave, Johnstown, CO 80534
johnstowndda@gmail.com

Town of Johnstown
450 S Parish Avenue
Johnstown, CO 80534

TOWN OF JOHNSTOWN,

Thank you for your support of the Johnstown Downtown Development Association.

The Johnstown DDA is requesting $15,000 to support and further our organization's operations for 2022. The funding will first be used for operations such as insurance, accounting and website management. Next, it will aid in marketing campaigns for downtown, as well as hosting community events.

The past few years have brought many challenges to small businesses. However, the JDDA has worked tirelessly to be an organization that supports the businesses of downtown Johnstown. Over the past year, we launched two new exciting events to downtown - Cinco De Mayo Fiesta and Fall Fest. Both events were very well attended and well received by the community and businesses. We also worked to both support and grow Johnstown BBQ Day by being involved in planning committees and day-of volunteer roles.

We started with nine non-dues paying members and have quickly grown to twenty-four paying members. We have received numerous inquiries about membership recently and know this number will continue to grow. We launched our first large direct to every door marketing campaign for downtown, reaching over 10,000 households. We are seeing great success with our social media presence, especially with event marketing. Additionally, our monthly new resident welcome bags are much appreciated by Johnstown newcomers.

To finish off the year, we are bringing back the town favorites - Trick or Treat Street and the Johnstown Jingle, plus our Johnstown Small Business Saturday campaign. We are excited to partner with the town for an amazing Christmas festival and tree lighting in downtown.

For 2022, we have an ambitious plan to grow the organization and offer significantly more to our members. We plan to greatly increase our membership and marketing reach. On the 2022 Events Calendar, we are bringing back Cinco De May Fiesta, Fall Fest, Trick or Treat Street and Johnstown Jingle, while continuing to support BBQ Day. We are also in discussion with the Johnstown YMCA to partner together on a town Easter Egg Hunt.

We are grateful for your continued support. Thank you again.

Sincerely,
Jake Bachman
JDDA President

skr+co
STOCKMAN KAST RYAN + COMPANY

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY

d/b/a YMCA OF NORTHERN COLORADO

Financial Statements

For the Year Ended December 31, 2020

And

Independent Auditors' Report

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
d/b/a YMCA OF NORTHERN COLORADO

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Young Men's Christian Association of Boulder Valley

We have audited the accompanying financial statements of Young Men's Christian Association of Boulder Valley d/b/a YMCA of Northern Colorado (the Organization), which comprise the statement of financial position as of December 31, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

The financial statements of the Organization as of December 31, 2019 were audited by other auditors whose report dated September 11, 2020 expressed an unmodified opinion on those financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Stockman Kast Ryan + Co, LLP

September 23, 2021

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
d/b/a YMCA OF NORTHERN COLORADO

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2020 (with comparative totals for 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	$ 1,334,107	$ 1,324,833
Restricted cash and cash equivalents	232,631	226,427
Accounts receivable, net	126,580	192,162
Accounts receivable - Head Start	450,000	1,050,000
Unconditional promises to give and grants receivable, net	1,424,732	193,990
Investments, at fair value	1,669,816	1,294,129
Prepaid expenses	74,869	73,533
Property and equipment, at cost, less accumulated depreciation	14,679,686	14,199,532
Water rights, net of accumulated amortization	18,121	19,167
TOTAL ASSETS	$ 20,010,542	$ 18,573,773
LIABILITIES AND NET ASSETS		
Accounts payable	$ 238,285	$ 190,214
Accrued expenses and other liabilities	730,977	377,262
Deferred revenue	205,065	367,860
Deferred revenue - Head Start	1,762,500	1,800,000
Capital lease obligation	341,332	382,301
Notes payable	7,707,692	4,692,384
Total liabilities	10,985,851	7,810,021
NET ASSETS		
Without donor restrictions:		
Undesignated	4,944,546	5,661,934
Quasi-endowment	866,876	1,639,147
Total net assets without donor restrictions	5,811,422	7,301,081
With donor restrictions	3,213,269	3,462,671
Total net assets	9,024,691	10,763,752
TOTAL LIABILITIES AND NET ASSETS	$ 20,010,542	$ 18,573,773

See notes to financial statements.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
d/b/a YMCA OF NORTHERN COLORADO

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020 (with comparative totals for 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	2019 Total
SUPPORT AND PROGRAM REVENUE				
Membership dues and fees	$ 3,157,033		$ 3,157,033	4,218,064
Program fees	3,899,042		3,899,042	7,161,447
Grant and contract income	1,682,478	$ 80,449	1,762,927	425,968
Contributions	189,707	1,306,911	1,496,618	1,188,896
United Way contributions	116		116	61
Return on investments	37,087	145,451	182,538	159,156
Loss on disposal of property and equipment	(1,133)		(1,133)	(9,483)
Other revenue	235,742		235,742	270,320
Net assets released from donor restrictions	1,782,213	(1,782,213)		
TOTAL SUPPORT AND PROGRAM REVENUE	10,982,285	(249,402)	10,732,883	13,414,429
EXPENSES				
Program activities:				
Membership	4,933,614		4,933,614	4,951,428
School age	2,149,901		2,149,901	1,982,891
Youth sports	650,714		650,714	829,975
Camps	848,062		848,062	1,594,486
Community	69,051		69,051	177,306
TOTAL PROGRAM ACTIVITIES EXPENSES	8,651,342	–	8,651,342	9,536,086
Supporting services:				
Management and general	3,615,502		3,615,502	3,973,264
Fundraising	205,100		205,100	263,060
TOTAL SUPPORTING SERVICES EXPENSES	3,820,602	–	3,820,602	4,236,324
TOTAL EXPENSE	12,471,944	–	12,471,944	13,772,410
CHANGE IN NET ASSETS	(1,489,659)	(249,402)	(1,739,061)	(357,981)
NET ASSETS, beginning of year	7,301,081	3,462,671	10,763,752	11,121,733
NET ASSETS, end of year	$ 5,811,422	$ 3,213,269	$ 9,024,691	$ 10,763,752

See notes to financial statements.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
d/b/a YMCA OF NORTHERN COLORADO

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2020 (with comparative totals for 2019)

	2020										
	Program Services						Supporting Services				
	Membership	School Age	Youth Sports	Camps	Community	Program Services Total	Management and General	Fund Raising	Supporting Services Total	Total	2019 Total
Salaries	$ 2,441,141	$ 1,380,728	$ 361,812	$ 469,287	$ 52,158	$ 4,705,126	$ 1,661,326	$ 105,799	$ 1,767,125	$ 6,472,251	$ 6,604,154
Occupancy and related expenses	631,720	211,202	26,876	154,395	310	1,024,503	396,361		396,361	1,420,864	1,653,672
Depreciation and amortization	863,174	78,836	70,025	21,782		1,033,817	33,188		33,188	1,067,005	1,080,608
Employee benefits	172,885	133,775	60,854	41,561		409,075	294,615	10,963	305,578	714,653	659,875
Payroll expenses	236,011	134,995	35,664	49,098	2,452	458,220	104,195	9,590	113,785	572,005	602,898
Contract services	24,611	1,989	21,908	4,371		52,879	379,557		379,557	432,436	618,263
Program costs	61,035	103,747	28,713	43,217	10,934	247,646	64,704	43,814	108,518	356,164	579,454
Supplies	156,940	620	67	962	350	158,939	62,637		62,637	221,576	262,833
Interest expenses	203,037					203,037	5,701		5,701	208,738	307,272
Advertising	106	156			600	862	202,340		202,340	203,202	265,385
Administrative costs		1,108	4,539			5,647	170,496	385	170,881	176,528	212,942
Fair share support costs	71,452	55,749	19,412	35,837	549	182,999	(25,069)	13,757	(11,312)	171,687	170,714
Telephone	26,744	10,967	3,720	12,139	1,029	54,599	86,880	1,440	88,320	142,919	125,565
Equipment costs	31,105	9,358	4,202	9,990		54,655	66,988	14,895	81,883	136,538	149,968
Employee costs and training	12,114	18,413	12,922	2,568	639	46,656	25,634	2,094	27,728	74,384	130,934
Travel and transportation costs	1,060	8,258		2,680	30	12,028	56,572	335	56,907	68,935	176,783
Postage				175		175	27,918	34	27,952	28,127	45,397
Fundraising costs	479					479	18	1,994	2,012	2,491	8,381
Bad debt expense							1,441		1,441	1,441	45,338
TOTAL	$ 4,933,614	$ 2,149,901	$ 650,714	$ 848,062	$ 69,051	$ 8,651,342	$ 3,615,502	$ 205,100	$ 3,820,602	$ 12,471,944	$ 13,700,436
Percent of total	39%	17%	5%	7%	1%	69%	29%	2%	31%	100%	
TOTAL - 2019	$ 4,951,428	$ 1,982,891	$ 829,975	$ 1,594,486	$ 177,306	$ 9,536,086	$ 3,973,264	$ 263,060	$ 4,236,324		$ 13,772,410
Percent of total - 2019	36%	14%	6%	12%	1%	69%	29%	2%	31%		100%

See notes to financial statements.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
d/b/a YMCA OF NORTHERN COLORADO

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020 (with comparative totals for 2019)

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (1,739,061)	$ (357,981)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,067,005	1,080,608
Other	6,591	145,380
Realized and unrealized investment gains	(176,193)	(101,744)
Change in operating assets and liabilities:		
Accounts receivable	664,141	(1,063,154)
Unconditional promises to give and grants receivable	(1,230,742)	573
Prepaid expenses	(1,336)	(32,821)
Accounts payable	48,071	(79,172)
Accrued expenses and other liabilities	353,715	(24,657)
Deferred revenue	(200,295)	1,808,359
Net cash provided by (used in) operating activities	(1,208,104)	1,375,391
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(1,547,246)	(1,267,522)
Redemptions of investments	30,763	55,530
Purchases of investment	(230,257)	(131,721)
Net cash used in investing activities	(1,746,740)	(1,343,713)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of long-term debt	3,064,000	4,850,000
Payments on notes payable	(52,709)	(4,678,638)
Repayment of capital lease obligation	(40,969)	(87,811)
Financing costs incurred on long-term debt		(160,210)
Net cash provided by (used in) financing activities	2,970,322	(76,659)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	15,478	(44,981)
CASH AND CASH EQUIVALENTS, Beginning of year	1,551,260	1,596,241
CASH AND CASH EQUIVALENTS, End of year	$ 1,566,738	$ 1,551,260
Cash and cash equivalents are included in the statements of financial position as follows:		
Cash and equivalents	$ 1,334,107	$ 1,324,833
Restricted cash	232,631	226,427
Total	$ 1,566,738	$ 1,551,260
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for interest	$ 204,721	$ 210,994

See notes to financial statements.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY d/b/a YMCA OF NORTHERN COLORADO

NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities — Young Men's Christian Association of Boulder Valley, d/b/a YMCA of Northern Colorado (the Association) is a non-profit organization under the laws of the State of Colorado. The Association's mission is to advance our cause of strengthening community through youth development, healthy living and social responsibility. The Association is a powerful association of men, women and children committed to bringing about lasting personal and social change. With a focus on nurturing the potential of every child and teen, improving the nation's health and well-being and providing opportunities to give back and support neighbors, the Association enables youth, adults, families and communities to be healthy, confident, connected and secure. As part of our mission our programs are accessible, affordable and open to all faiths, backgrounds, abilities and income levels. We provide financial assistance to people who otherwise may not have been able to afford to participate.

Basis of Presentation — The Association's policy is to prepare its financial statements on the accrual basis in conformity with generally accepted accounting principles in the United States of America (U.S. GAAP).

Net Assets — The Association records resources for accounting and reporting purposes based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions can generally be used in a manner to support the Association's purpose and general activities. In addition to the undesignated net assets, the Board of Directors has designated a portion of the net assets without donor restrictions into two areas. These are for building repairs and improvements and for its quasi-endowment.

Net assets with donor restrictions - Net assets subject to stipulations imposed by donors and granters. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities and change in net assets.

Comparative Financial Information — The financial statements include certain prior year summarized comparative information in total. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended December 31, 2019, from which the summarized information was derived.

Going Concern — The Association follows the guidance in ASC 205-40, Presentation of Financial Statements - Going Concern which requires management to assess an entity's ability to continue as a going concern and to provide related disclosure in certain circumstances. See Note 18 to the financial statements for the results of management's assessment of its ability to continue as a going concern.

Cash, Cash Equivalents and Restricted Cash — The Association considers cash on hand, bank checking accounts and temporary investments with an original maturity of three months or less to be cash equivalents. Restricted cash and cash equivalents are limited in use to the payment of costs for certain projects.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the balance sheets to that sum to the total of the same such amounts shown on the statements of cash flows:

	2020	2019
Cash and cash equivalents	$ 1,334,107	$ 951,271
Restricted cash	232,631	599,989
Total cash, cash equivalents and restricted cash presented in the statements of cash flows	$ 1,566,738	$ 1,551,260

The Association maintains cash balances at certain financial institutions in excess of the insurance limits provided by the Federal Deposit Insurance Corporation. The Association has not experienced any losses in such accounts. The Association monitors the financial stability of financial institutions regularly and management does not believe there is significant credit risk associated with deposits in excess of federally insured amounts.

Accounts Receivable — The Association grants credit to members and other parties. Accounts receivable are carried at cost less an allowance for losses, if an allowance is deemed necessary. The Association does not accrue finance or interest charges. On a periodic basis, the Association evaluates its accounts receivable and determines the requirement for an allowance for losses, based on history of past write-offs, collections and current credit conditions. An account receivable is written-off when it is determined that all collection efforts have been exhausted. There was no allowance for losses relating to accounts receivable as of December 31, 2020 and 2019.

Unconditional Promises to Give — Unconditional promises to give are recognized as revenues in the period the promise is received. Contributions receivable are recorded at net realizable value if expected to be collectible within one year and fair value if expected to be collected in more than one year. A contribution receivable is written-off when it is determined that all collection efforts have been exhausted. The allowance for losses relating to unconditional promises to give as of December 31, 2019 is $36,440. There is no allowance as of December 31, 2020.

Investments — Investments in equity and debt securities, including negotiable certificates of deposit, are reported at their fair values. Unrealized gains and losses are included in the statements of activities and change in net assets. Investment income and gains restricted by a donor are reported as increases in net assets without donor restrictions if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Property and Equipment — Property and equipment are stated at cost. Depreciation and amortization are computed using the straight-line method over the following estimated useful lives:

Assets	Useful Lives
Land improvements	5 – 39 years
Building and improvements	3 – 50 years
Furniture, fixtures and equipment	3 – 10 years
Vehicles	5 years
Software	3 years

Expenditures for renewals and betterments greater than $2,500 that materially extend the life of an asset or increase its productivity are capitalized in the property and equipment accounts and are stated at cost. Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. Expenditures for repairs and maintenance that do not extend asset lives or improve productivity are charged to the appropriate expense accounts as incurred. When assets are sold, retired or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and a gain or loss is recognized.

Debt Discount (Deferred Financing Costs) — Deferred financing costs are amortized over the life of the loans, on a straight line basis, which approximates the effective interest method. Amortization of loan fees is included in interest expense and was $5,615 for each the years ended December 31, 2020 and 2019.

Contributions — The Association evaluates grants and contributions for evidence of the transfer of commensurate value from the Association to the granter or resource provider. The transfer of commensurate value from the Association to the grantor or resource provider may include instances when (a) the goods or services provided by the Association directly benefit the grantor or resource provider or are for the sole use of the grantor or resource provider or (b) the grantor or resource provider obtains proprietary rights or other privileges from the goods or services provided by the Association. When such factors exist, the Association accounts for the grants or contributions as exchange transactions under ASC 606, Revenue from Contracts with Customers, or other appropriate guidance. In the absence of these factors, the Association accounts for the award under the contribution accounting model.

In the absence of the transfer of commensurate value from the Association to the resource provider, the Association evaluates the contribution for criteria indicating the existence of measurable barriers to entitlement for the Association or the right of return to the resource provider. A barrier to entitlement is subject to judgment and generally represents an unambiguous threshold for entitlement that provides clarity to both the Association and resource provider whether the threshold has been met and when. These factors may include measurable performance thresholds or limited discretion on the part of the Association to use the funds. Should the existence of a measurable barrier to entitlement exist and be accompanied by a right of return of the funds to the resource provider or release of the resource provider from the obligation, the contribution is treated as a conditional contribution. If both the barrier to entitlement and right of return do not exist, the contribution is unconditional.

Donation of Long-Lived Assets — The Association evaluates the realizability of its long-lived assets, including property and equipment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An impairment loss exists when estimated undiscounted net cash flows expected to be generated by the use of the asset including its eventual disposition are less than its carrying value. The excess of the asset's carrying value as compared to its estimated fair value would result in the need to recognize an impairment loss. The Association did not identify any events or circumstances that would require the recognition of an impairment loss for the years ended December 31, 2020 and 2019.

Income Tax Status — The Association has received a favorable determination letter from the Internal Revenue Service stating that it is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986 (IRC), as an organization described in Section 501(c)(3), except for income taxes pertaining to unrelated business income.

The Financial Accounting Standards Board (FASB) guidance requires tax effects from uncertain tax positions to be recognized in the financial statements only if the position is more likely than not to be sustained if the position were to be challenged by a taxing authority. Management has determined that there are no material uncertain positions that require recognition in the financial statements. Additionally, no provision for income taxes is reflected in these financial statements.

Functional Allocation of Expenses — The costs of providing program and other activities have been summarized on a functional basis in the statements of activities and change in net assets. Accordingly, certain costs and indirect expenses have been allocated among the program activities and supporting services benefited. Such allocation are determined by management on an equitable basis.

The expenses that are allocated are salaries, utilities, and administrative costs, which are allocated on the basis of estimates of time and effort based on expenses. Depreciation and occupancy are allocated on a square-foot basis. The remaining expenses are reported as actual expenses incurred.

Grants and Contracts — The Association receives grant and contract funding from various state and local governments to provide a variety of program services to the public based on specific requirements included in the agreement, including eligibility, procurement, reimbursement, curriculum, staffing and other requirements. These program services range from child care after school programs, day camp, family programs, programs for seniors, and immigration and health and welfare related programs. Such Association's government grants and contracts are nonreciprocal transactions and include conditions stipulated by the government agencies and are, therefore, accounted for as conditional contributions. Public support is recognized as conditions are satisfied, primarily as expenses are incurred.

Cash received on government grants and contracts prior to incurring allowable expenses are recorded as deferred revenue upon receipt.

All other contributions are recorded in contributions receivable. The allowance for doubtful accounts is determined by the age of the balance, historical collection rates, and specific identification of uncollectible accounts. Uncollectible receivable are charged to the allowance. An expense is recorded at the time the allowance is adjusted.

Donated Services — The Association recognizes contributions of services received if such services: (a) create or enhance nonfinancial assets (b) require specialized skills (c) are provided by individuals possessing those skills, and (d) would typically need to be purchased if not contributed. The Association recognized $33,472 for the year ended December 31, 2019. No amounts were recognized for the year ended December 31, 2020.

The Association receives services from many volunteers who give significant amounts of their time to the programs of the Association. No amounts have been reflected for these types of donated services, as there is no objective basis available to measure the value of such services.

Revenue Recognition — The Association has multiple revenue streams that are accounted for as reciprocal exchange transactions including membership and program fees, and contract revenues.

Membership dues and program fees - Membership dues and program fees consist of amounts that families and individuals pay to participate in health, fitness, education and recreation activities and programs. Members join for varying lengths of time and may cancel at any time. Members generally pay a one-time joining fee plus monthly dues in advance. Memberships provide use of the ecreation facilities, access to free classes, programs and activities, and discounts to fee- based programs. The Association offers a variety of programs including family, child care, day camp, resident camp, teen, scholastic, fitness, aquatics, health and international services. Fee- based programs are available to the public. Program fees for short duration programs of two months or less, such as aquatics classes, are typically paid in advance at the time of registration. Program fees for longer duration programs, such as fee-based childcare, are usually paid monthly in advance. Cancellation provisions vary by program, but most transactions are cancellable with 14 days' notice. Refunds may be available for services not provided.

Financial assistance is available to members and program participants. Such financial assistance is reflected as a reduction of gross membership dues and program fees.

Membership dues and program fees are recognized ratably over the period the membership or program service is provided on a straight-line basis in an amount that reflects the consideration the Association expects to be entitled to in exchange for those services. All the Association's revenue from contracts with customers are from performance obligations satisfied over time. Prices are specific to a distinct performance obligation and do not consist of multiple transactions. Membership joining fees are ratably recognized over a one-year period from the membership start date.

Membership dues and program fees paid to the Association in advance represent contract liabilities and are recorded as other deferred revenue. Amounts billed but unpaid are contract assets and recorded as accounts receivables.

Advertising — The Association uses advertising, primarily in the form of print media, to promote its programs. Advertising costs are charged to expense when incurred. Advertising expense was $203,202 and $265,385 for the years ended December 31, 2020 and 2019, respectively.

Use of Estimates — The preparation of these financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include, but are not limited to, management's estimates of allowance for doubtful accounts and promises to give, capitalization decisions related to property and equipment and the estimated useful lives and salvage values of those assets, estimates related to deferred revenue, allocations of expenses to program and support activities, and estimates related to releases from donor restrictions. Actual results could differ from those estimates.

Subsequent Events — The Organization has evaluated subsequent events for recognition or disclosure through the date of the Independent Auditors' Report, which is the date the financial statements were available for issuance.

2. LIQUIDITY AND AVAILABILITY

The following represents the Association's financial assets available for general expenditures as of December 31:

	2020	2019
Cash and cash equivalents	$ 1,334,107	$ 1,324,833
Restricted cash and cash equivalents	232,631	226,427
Accounts receivable, net	126,580	192,162
Accounts receivable – Head Start	450,000	1,050,000
Unconditional promises to give and grants receivable, net	1,424,732	193,990
Investments	1,669,816	1,294,129
Total financial assets	5,237,866	4,281,541
Less amounts not available to be used within one year due to:		
Quasi-endowment established by the board	(866,876)	(1,639,147)
Donor restricted	(3,213,269)	(3,462,671)
Total amounts unavailable for general expenditures within one year	(4,080,145)	(4,119,089)
Total financial assets available to management to meet cash needs for general expenditures within one year	$ 1,157,721	$ 162,452

The Association's goal is to maintain financial assets to meet the upcoming 60 days of general expenditures. If achieved, the Association will determine the upcoming needs and if applicable, decide what to do with the excess funds.

3. UNCONDITIONAL PROMISES TO GIVE AND GRANT RECEIVABLES, NET

Unconditional promises to give and grants receivable consist of the following as of December 31:

	2020	2019
Amounts due in less than one year	$ 10,985	$ 976
Grants receivable	1,413,747	193,014
Unconditional promises to give, net	$ 1,424,732	$ 193,990

As of December 31, 2020 and 2019, all promises to give and grant receivables were collectible in less than one year, as such, no discount was applied. All promises to give and grant receivables, as of December 31, 2020 and 2019, were deemed to be fully collectible and, therefore, no allowance was recorded.

4. FUNDING FROM BOULDER COUNTY FOR HEAD START PROGRAM

Boulder County Head Start (Head Start) is a program funded and operated by Boulder County which promotes school readiness for children, ages three to five, in families with low income by offering educational, nutritional, heath, social and other services. During 2019 the Association received two funding arrangements (Arrangements) from Boulder County for the purpose of rehabilitating existing space and constructing new space to be used by the Head Start program. In return for the funding, the Association and Boulder County entered into a 20-year, zero-payment lease. Key terms of the Arrangements were as follows:

Arrangement #1 - In June 2019, the Association received $750,000 for the above stated purpose. The Association entered into a 99-year loan agreement and deed of trust, which is forgivable over 99-years as long as the space is used for youth programming. The loan is repayable to Boulder County should the Association change the use of the space. Management has advised they intend to utilize the space for youth programming for the duration of the loan agreement and they consider a change in use to be remote.

Arrangement #2 - In July 2020, the Association entered into a Construction and Lease Agreement (Lease) with Boulder County for $1,050,000. Under the terms of the lease, the Association will make the space available for the Head Start Program for 20 years, and there will be no rent due to the Association for the duration of the Lease. The $1,050,000 is payable to the Association in two payments of $600,000 to be paid in January 2020 and $450,000 to be paid in January 2021. The $600,000 payment was received in 2020.

Management has determined the Arrangements above are inseparable and both relate to the provision of space to Boulder County, and has therefore accounted for the Arrangements as one unit of account. At December 31, 2020, the Association has an account receivable related to the Arrangements in the amount of $450,000 and deferred revenue in the amount of $1,762,500. The Association will recognize lease revenue over the 20-year life of the lease.

5. FAIR VALUE MEASUREMENTS

The Organization uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access.

Level 2: Prices determined using significant other observable inputs. Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Prices determined using significant unobservable inputs.

The investment's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following tables summarize the Association's financial assets and liabilities that are measured at fair value on a recurring basis subsequent to initial recognition, and indicates the fair value hierarchy of the valuation techniques utilized by the Association to determine such fair value:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
2020:				
Investments:				
Money market funds	$ 300,370	$		300,370
Certificates of deposit		31,094		31,094
Mutual funds	482,555			482,555
Exchange traded funds	855,797			855,797
Total investments	$ 1,638,722	$ 31,094	$ —	$ 1,669,816

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
2019:				
Investments:				
Money market funds	$ 101,557			$ 101,557
Certificates of deposit		$ 281,098		281,098
Mutual funds	437,419			437,419
Exchange traded funds	414,687			414,687
Corporate bonds		59,368		59,368
Total investments	$ 953,663	$ 340,466	$ —	$ 1,294,129

The Association's investments in FDIC-insured, fixed-rate certificates of deposits are valued using a net present value model that discounts the future cash flows at the current market rates.

The Association's investments in corporate bonds and certificates of deposit are measured using quoted market prices multiplied by the quantity held when quoted market prices are observable. If quoted market prices are not available, fair value is determined using one, or a combination, of the following methods (1) a matrix pricing for similar bonds, (2) quoted prices for recent trading activity of assets with similar characteristics to the bond or (3) using an income approach valuation technique that considers, among other things, rates currently observed in publicly traded debt markets for debt of similar terms to companies with comparable credit risk and credit value adjustment to consider the likelihood of counterparty nonperformance, after considerations of the impact of collateralization and netting agreements, if applicable.

Return on investments consists of the following for the year ended December 31:

	2020	2019
2020		
Interest and dividends	43,187	$ 63,843
Gains on investments	146,912	101,744
Investment fees	(7,561)	(6,431)
Return on investments	$ 182,538	$ 159,156

6. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31:

	2020	2019
Land and improvements	$ 4,897,836	$ 4,891,568
Buildings and improvements	15,804,916	15,776,581
Furniture, fixtures and equipment	4,400,284	4,264,111
Vehicles	410,825	410,825
Software	68,810	53,327
Construction in progress	1,386,612	41,891
Total	26,969,283	25,438,303
Less accumulated depreciation	(12,584,087)	(11,621,072)
Net property and equipment	14,385,196	13,817,231
Costs of property and equipment under capital lease:		
Fitness equipment	643,296	643,296
Less accumulated amortization	(348,806)	(260,995)
Net leased property and equipment	294,490	382,301
Total net property and equipment	$ 14,679,686	$ 14,199,532

Total depreciation expense on property and equipment charged to operations was $1,067,005 and $1,080,608 for the years ended December 31, 2020 and 2019, respectively. Amortization of equipment held under capital leases is calculated on a straight-line basis over the life of the asset and is included in depreciation expense.

7. WATER RIGHTS

Water rights were acquired by the Association associated with its development of the Arapahoe Center. The water rights are being amortized using the straight-line method over the remaining useful life of the Arapahoe Center, which is 32 years.

Water rights consist of the following:

	2020	2019
Water rights, at cost	$ 34,500	$ 34,500
Less accumulated amortization	(16,378)	(15,333)
Total intangibles, net	$ 18,122	$ 19,167

Amortization expense was $1,045 for each of the years ended December 31, 2020 and 2019. Estimated amortization expense to be charged to operations will be approximately $1,045 for each of the next five fiscal years.

8. CAPITAL LEASE OBLIGATION

The Association has entered into capital lease agreements for fitness equipment with monthly principal and interest payments of $2,299 and $7,064 per month at an interest rate of 5.44% and 5.78%, respectively, and is secured by the fitness equipment. The leases include mandatory purchase commitments at the end of the leasing period and expire at various times through November 2023.

The following is a schedule of future minimum lease payments at December 31, 2020 under the Association's capital lease:

2021	$ 113,976
2022	113,976
2023	111,645
2024	35,835
	375,432
Less amounts representing interest	34,100
Total	$ 341,332

9. NOTES PAYABLE

Notes payable consist of the following at December 31:

	2020	2019

During April 2019, the Association entered into a financing agreement (Agreement) with The Public Financing Authority and a Bank. The Agreement consists of Series 2019A and Series 2019B revenue bonds, in the amounts of $4,850,000 and $1,400,000, respectively. Under the Agreement $4,850,000 was disbursed in 2019 and $1,400,000 was disbursed in 2020. For Series 2019A, the instrument matures April 1, 2049, however amortization schedule goes through June 1, 2044, allowing for a potential refinance and bears interest at 3.75% multiplied by the Margin Rate Factor, as defined. The first year of the note payable is interest only payments with principal payments beginning May 1, 2020. For Series 2019B, the instrument matures April 1, 2049, however amortization schedule goes through April 1, 2044 allowing for a potential refinance and bears interest at 3.79% multiplied by the Margin Rate Factor, as defined. The first 8 months of the note payable was interest only payments with principal payments beginning May 1, 2021. As of December 31, 2020, the interest rate is 3.75%. and 3.79% on the Series 2019A and Series 2019B, respectively.

The note payable is subject to certain financial covenants and is collateralized by all land and related land rights and personal property of the Association's facilities in Longmont and Lafayette, Colorado.	6,197,291	4,850,000
Loan issued by a bank bearing interest at 1% in the aggregate amount of $1,514,000 pursuant to the Paycheck Protection Program (the PPP), of the CARES Act, matures on April 15, 2022 and bears interest at a rate of 1% per annum, payable monthly commencing on October 1, 2020. Under the terms of the PPP, certain amounts of the Loan may be forgiven if they are used for qualifying expenses as described in the CARES Act. The Associations intends to use the entire loan amount for qualifying expenses.	1,514,000	
Loan issued by Small Business Administration bearing interest at 2.75% payable in monthly payments of $641 beginning in June 2021 matures on June 1, 2050, and secured by all assets of the Association.	150,000	
Total	7,861,291	4,850,000
Deferred financing costs	(153,599)	(157,616)
Total notes payable	$ 7,707,692	$ 4,692,384

Required annual minimum principal payments on the above notes are as follows:

2021	$ 174,003
2022	1,676,147
2023	183,830
2024	191,035
2025	198,651
Thereafter	5,284,026
Total	$ 7,707,692

In conjunction with the 2019 note payable, the Association has agreed to comply with certain financial and non-financial covenants. Specifically, the Association is required to provide audited financial statements within 180 days of fiscal year end, as defined in the loan agreement, and to meet a minimum debt service coverage ratio of at least 1.15 to 1.00 measured annually at December 31, and maintain a minimum liquidity (as defined) of no less than $850,000 measured bi-annually at December 31 and June 30. The Association was not in compliance with the timely reporting requirement and the bank has not waived this requirement. At the banks discretion, they may give notice to the Association that the note is immediately due and payable. (See Note 18.)

As of December 31, 2020, the Association was not in compliance with the debt service coverage ratio covenant described above. A covenant violation gives the lender a number of rights which include to accelerate the maturities on the note payable such that it becomes due on demand.

10. BOARD DESIGNATED NET ASSETS WITHOUT DONOR RESTRICTIONS

Board designated amounts included in net assets without donor restrictions as of December 31, are as follows:

	2020	2019
Improvements	$ 664,184	$ 1,344,599
Quasi-endowment	202,692	294,548
Total board designated	$ 866,876	$ 1,639,147

Building repairs and improvements - The nature of the designation is to maintain funds for building repairs and improvements. The funds can only be utilized by the Association upon approval by the Association's board.

Board designated endowment funds - The board has designated funds to be set aside to establish and maintain an endowment for the purpose of securing the Association's long-term financial viability and continuing to meet the needs of the Association.

11. NET ASSETS WITH DONOR RESTRICTIONS

The Association signed an agreement during the year ended December 31, 2015, with Boulder County to accept funds totaling $60,000 for renovations to the Longmont property. The agreement included a deed of trust which restricts the related use of the properties for 99 years. During the year ended December 31, 2015, the Association transferred the value of the new improvements, totaling $60,000, to net assets with donor restrictions. The restriction is released on a straight-line basis over 99 years, which is the term of the deed of trust.

The Association signed an agreement during the year ended December 31, 2016, with Boulder County to accept funds totaling $202,652 for renovations to the Longmont property. The agreement included a deed of trust which restricts the related use of the properties for 99 years. During the year ended December 31, 2016, the Association transferred the value of the new improvements, totaling $202,652, to net assets with donor restrictions. The restriction is released on a straight-line basis over 99 years, which is the term of the deed of trust.

The Association signed an agreement during the year ended December 31, 2017, with Boulder County to accept funds totaling $125,000 for renovations to the Longmont property. The agreement included a deed of trust which restricts the related use of the properties for 99 years. During the year ended December 31, 2017, the Association transferred the value of the new improvements, totaling $125,000, to net assets with donor restrictions. The restriction is released on a straight-line basis over 99 years, which is the term of the deed of trust.

The Association signed an agreement during the year ended December 31, 2018 with Boulder County to accept funds totaling $100,000 for renovations to the Longmont property. The agreement included a deed of trust which restricts the related use of the properties for 99 years. During the year ended December 31, 2018, the Association transferred the value of the new playground improvements, totaling $100,000, to net assets with donor restrictions. The restriction is released as the underlying assets depreciate, and in the case of land, over 99 years, which is the term of the deed of trust.

The Association signed an agreement during the year ended December 31, 2019 with Boulder County to accept funds totaling $898,113 for renovations to the Longmont and Arapahoe properties. The agreement included a deed of trust which restricts the related use of the properties for 99 years. During the year ended December 31, 2019, the Association transferred the value of the new preschool and improvements, totaling $898,113, to net assets with donor restrictions. The restriction is released as the underlying assets depreciate, and in the case of land, over 99 years, which is the term of the deed of trust.

During 2020 and 2019, the Association released $14,046 and $119,736 to net assets without donor restrictions, respectively. In the unlikely event that the Association decides to sell the Longmont or Arapahoe properties, Boulder County would be reimbursed for the value of the grant per the contract signed by both parties.

Net assets with donor restrictions are available for the following purposes:

	2020	2019
Subject to the expenditure for specified purpose:		
Grants		
Collaborative	$ 20,830	$ 37,055
Teens		85,930
Camping		
Expansion	3,228	45,000
Preschool		49,106
Restricted cash and investment funds	420,014	226,427
Endowments, held in perpetuity	675,427	467,250
Accumulated earnings subject to the Association's spending policies	289,058	189,168
Other		33,546
Subject to the passage of time:		
Longmont assets	468,157	2,329,189
Arapahoe	1,366,555	
Total net assets with donor restrictions	$ 3,213,269	$ 3,462,671

Net assets with donor restrictions released were as follows:

	2020	2019
Community programs	$ 781,442	$ 231,672
Preschool	137,717	
Ryder's fund	79,471	30,110
Teens	50,319	
Health and wellness	49,868	89,677
Longmont renovations		50,000
Support of Arapahoe ice facility		4,356
Longmont deed of trust		119,736
Strong kids		731,184
Other	16,399	19,653
Total net assets released with donor restrictions	$ 1,782,213	$ 1,276,388

12. ENDOWMENTS

The Association's endowment consists of three individual funds established for the purposes of the Association's ice rink at its Arapahoe Center, for a scholarship fund and a memorial fund, which are the donor-restricted endowment funds, and also includes a board designated endowment.

Interpretation of relevant law - The Board of Directors has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies the following as net assets with donor restrictions; (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

The remaining portion of the donor-restricted endowment fund that is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. Risk aversion based on the goals of the Association and the donor-restricted endowment fund
3. General economic condition
4. The liquidity of the investment based on the Association's fund requirements
5. The expected total return from income and the appreciation of investments
6. Alternative fund sources of the Association
7. The investment policies of the Association

The following table presents the endowment net assets composition by type of fund as of December 31, 2020:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 202,692	$ —	$ 202,692
Donor-designated endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor		675,427	675,472
Accumulated investment gains		289,058	289,058
Endowment net assets, end of year	$ 202,692	$ 964,485	$ 1,167,176

The following table presents the endowment net assets composition by type of fund as of December 31, 2019:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 294,548	$ —	$ 294,548
Donor-designated endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor		$ 467,250	$ 467,250
Accumulated investment gains		189,168	189,168
Endowment net assets, end of year	$ 294,548	$ 656,418	$ 950,966

The following table presents the change in endowment net assets for the year ended December 31, 2020:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	$ 294,548	$ 656,418	$ 950,966
Investment gain, net	14,685	99,890	114,575
Contributions	1,610	208,177	209,787
Net assets released from restrictions	(108,152)		(108,152)
Endowment net assets, end of year	$ 202,691	$ 964,485	$ 1,167,176

The following table presents the change in endowment net assets for the year ended December 31, 2019:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	$ 270,555	$ 575,176	$ 845,731
Investment gain, net		114,571	114,571
Contributions	27,552		27,552
Net assets released from restrictions	(3,559)	(33,329)	(36,888)
Endowment net assets, end of year	$ 294,548	$ 656,418	$ 950,966

Funds with deficiencies - From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Association to retain as a fund of perpetual duration. If the endowments were underwater, the Association would cease spending until the endowments were replenished. There were no such deficiencies as of December 31, 2020 and 2019.

Return objectives and risk parameters - The Association has adopted an investment policy for endowment assets to achieve three objectives: preservation of capital, asset appreciation and to use current income to support its operations. Endowment assets include those assets of donor-restricted funds that the Association must hold in perpetuity or for a donor-specified period(s).

Under this policy, as approved by the Board of Directors, the endowment assets are invested to achieve a targeted real return of approximately five percentage points (net of expenses) above inflation as measured by the Consumer Price Index (CPI). It is understood an average real return (investment return less rate of inflation) will require superior management performance to retain principal value, and purchasing power.

Strategies employed for achieving objectives - To satisfy the short and long-term rate-of- return objectives of the funds, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association's investment guidelines imply a balanced investment approach, with fifty percent of the assets in equity investments, thirty-five percent in fixed income investments, ten percent in alternative investments, and five percent in cash or cash equivalents with an allowable temporary range for each investment category as defined in the Association's investment policy statement.

Expenditure policy - The endowments are administered by the Board of Directors in accordance with the terms of the endowment. The net assets with donor restrictions are to be held in perpetuity. The net assets with and without donor restricted funds may be expended by the Board of Directors in accordance with the endowment.

13. OPERATING LEASES

The Association leases office equipment, vehicles and school buildings under non-cancellable operating lease agreements expiring at various dates through August 2023.

The future minimum rental payments required under operating leases that have initial or remaining non-cancellable lease terms in excess of one year are as follows:

2021	$ 16,488
2022	12,834
2023	3,825
Total	$ 33,147

Total rental expense was $329,709 and $593,095 for the years ended December 31, 2020 and 2019, respectively.

14. RETIREMENT PLAN

The Association participates in the YMCA Retirement Fund Retirement Plan (Retirement Fund) (a separate organization) which is a defined contribution, money purchase, church plan that is intended to satisfy the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended and The YMCA Retirement Fund Tax-Deferred Savings Plan (Tax- Deferred Savings Plan) which is a retirement income account plan as defined in section 403(b)(9) of the code. Both Plans are sponsored by The Young Men's Christian Association Retirement Fund (Fund). The Fund is a not-for-profit, tax-exempt pension fund incorporated in the State of New York (1922) organized and operated for the purpose of providing retirement and other benefits for employees

of YMCAs throughout the United States. The plans are operated as church pension plans. Participation is available to all duly organized and reorganized YMCAs and their eligible employees. As a defined contribution plan, the Retirement Fund and Tax-Deferred Savings Plan have no unfunded benefit obligations.

In accordance with our agreement, contributions for the Retirement Fund are a percentage of the participating employees' salary. These amounts are paid by the Association. Retirement fund contributions charged to expense were $349,511 and $343,804 for the years ended December 31, 2020 and 2019, respectively.

Contributions to the Tax-Deferred Savings Plan are withheld from employees' salaries and remitted to the Retirement Fund. There is no matching employer contribution to this plan.

15. CONTINGENCIES

Indemnification - Under the Articles of Incorporation, the Association's directors and officers are indemnified against certain liability arising out of the performance of their duties to the Association. The Association also has an insurance policy for its directors and officers to insure it against liabilities arising from the performance of their duties required by their positions with the Association. The Association's maximum exposure under these arrangements is unknown, as this would involve future claims that may be made against the Association that have not yet occurred. However, based on experience, the Association expects the risk of loss to be remote.

Head Start forgivable loan - As described in Note 4, during 2019 the Association entered into two arrangements with Boulder County, one of which is in the form of a 99-year forgivable loan, and which is repayable should the Association change the use of the space from a youth- programming oriented format to another purpose.

Management has determined the Arrangements are inseparable and both relate to the provision of space to Boulder County, and management considers a change in use such that the forgivable loan becomes repayable, to be remote. Management has therefore accounted for the Arrangements as one unit of account and will recognize both Arrangements as lease revenue over the 20-year life of the lease, commencing when Boulder County takes possession of the space. Should the Association chance the use of the space, the forgivable loan described in Note 4 will become repayable to Boulder County.

16. CONCENTRATIONS

The Association's facilities are located in Boulder and Weld County, Colorado and the programs served are in Boulder, Broomfield, Weld, and Larimer Counties. Therefore, the Association's revenues are dependent upon the economy in that region.

17. RELATED PARTY TRANSACTIONS

During 2019, the Association received janitorial services from an organization which was controlled by a member of the board of directors. During the year ended December 31, 2019 the Association incurred expenses to this organization of $208,057.

During 2020 and 2019, the Association received legal services from an organization which is controlled by a member of the board of directors. During the years ended December 31, 2020 and 2019 the Association incurred expenses to this organization of $13,750 and $29,176, respectively.

During 2020 and 2019, the Association received mechanical services from an organization which is controlled by a member of the board of directors. During the years ended December 31, 2020 and 2019 the Association incurred expenses to this organization of $240,343 and $483,440, respectively.

The Association pays due to YMCA of the USA. Dues paid to YMCA of the USA for the years ended December 31, 2020 and 2019, were $144,329 and $174,372, respectively. Dues expensed to the YMCA of the USA for the years ended December 31, 2020 and 2019, were $171,687 and $167,714, respectively.

18. GOING CONCERN

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus ("COVID-19") a global pandemic and recommended worldwide mitigation measures. The COVID-19 outbreak has caused, and continues to cause, significant disruption across a range of organizations, including the health and fitness, childcare and other programming offered by YMCAs across the Country.

The Association's facilities were closed and programs ceased between mid-March and the end of May when the Association started re-opening their facilities and programming in accordance and compliance with state and local health directives. As of the date of these financial statements, the Association's facilities and programs are open and operating with reduced operational capacity and reduced demand. The Association has generated deficits and negative cash flows from operations since the outbreak of COVID-19 and the duration and effect of COVID-19 on the Association's future operational and financial performance remains unknown.

Additionally, as described in Note 10, the Association has a note payable which contains financial covenants that the Association maintain a minimum debt service coverage ratio (as defined in the credit agreement) measured annually at December 31 and to maintain a minimum liquidity threshold (as defined in the credit agreement) and which is measured at June 30 and December 31 each year. As of December 31, 2020 the Association was in violation of the debt service coverage ratio covenant. The note payable also requires annual audited financial statements to be submitted to the bank within 180 days of fiscal year end. The Association was in violation of this covenant. A covenant violation gives the lender a number of rights which include to accelerate the maturities on the note payable such that it becomes due on demand. The Association has not received a waiver of these covenants, but expects to obtain such waivers upon submission of its audited financial statements.

The Association has taken a number of proactive steps to manage the effects of COVID, including obtaining two Paycheck Protection Program loans, each in the amount of $1,514,000, which management expects both loans will be fully eligible for forgiveness, obtaining an Economic Injury Disaster Loan in the amount of $150,000, which must be paid back over 30 years. The Association has also applied for Employee Retention Tax Credits (ERTC) totaling $2,023,984 and is awaiting IRS approval of its amended payroll tax returns for 2020 and 2021.

In addition to the PPP loans and tax credits, the Association is also managing personnel and discretionary expenses, working with vendors and lenders to reduce and/or defer obligations, improving its operating plan for efficiency and safety and working with funders to provide additional funding and/ or to alleviate restrictions on funds given in past. As a result of management's efforts, the lender agreed to defer scheduled payments of principal through August 2, 2020. Management strongly believes they have a positive relationship with the lender, and that the lender will continue to be flexible to the needs of the Association in future, as they have been in past. Additionally, during 2021 management witnessed the revival of its core programs of health and wellness, childcare, summer resident and day camp, and youth sports, once the effects of COVID subsided.

The success of the efforts described above are uncertain and depend on many factors, including those which are beyond the control of the Association, and these factors give rise to substantial doubt about the Association's ability to continue as a going concern.

The Association's ability to continue as a going concern is dependent on its ability to remain open and compliant with state and local heath and government regulations and to operate at sufficient levels to enable it to generate sufficient cash flow to satisfy obligations. Additionally, the Association will need to generate sufficient financial performance to enable it to achieve the required financial covenants for measurement periods described above. If the Association is unable to achieve these objectives, they may find it necessary to dispose of assets, or undertake other actions as may be appropriate.

Because of the uncertainties described above, there is substantial doubt about the Association's ability to continue as a going concern for a period of at least one year from the date these financial statements were available to be issued. The financial statements do not include any adjustments that might be necessary should the Association be unable to continue as a going concern, and such adjustments could be material.

19. SUBSEQUENT EVENTS

On February 8, 2021, the Association received a second loan through the Payroll Protection Program for $1,514,000. On June 17, 2021, the Association’s first loan through the Payroll Protection Program for $1,514,000 was forgiven.

On September 14, 2021, the Association entered into a Management Service Agreement (the Agreement) with the Cheyenne Family YMCA (CFY), which expires on or about December 31, 2021. Under the Agreement, the Association will assume management responsibilities of CFY, as if CFY is operating as a branch of the Association. As consideration for these services, the CFY will pay the

Association $2,000 per month. The Agreement has been entered into while the parties negotiate the terms of an Asset Acquisition Agreement (AAA). The Association anticipates that under the terms of the AAA the Association will acquire the assets and assume the liabilities of CFY. It is further anticipated that upon execution of the AAA that CFY will cease to exist as a stand-alone corporation and will become a branch of the Association.