TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, December 05, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Johnstown Downtown Development Association Annual Presentation

PUBLIC COMMENT

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

CONSENT AGENDA

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

2. November 21, 2022 Town Council Meeting Minutes.
3. Agreement to Provide Building Department Services Between Town of Johnstown and SafeBuilt Colorado, LLC
4. Resolution 2022-47 Finding Substantial Compliance and Setting a Public Hearing for the Rieder Farm Annexation
5. November List of Bills

TOWN MANAGER REPORT

6. Town Manager's Report

TOWN ATTORNEY REPORT

OLD BUSINESS

PUBLIC HEARING

7. Resolution 2022-48 Approving the Preliminary/Final Subdivision Plat for North Ridge
8. Resolution 2022-49 Approving the North Ridge at TRR Preliminary/Final Subdivision Plat and Development Plan
9. Public Hearing - 2023 Proposed Budget

NEW BUSINESS

10. Subdivision Improvement and Development Agreement for North Ridge Subdivision, with CaliberCos, Inc.
11. Subdivision Improvement and Development Agreement for North Ridge at TRR Subdivision, with Clayton Properties Group II, Inc.
12. Water and Sewer Service Agreement for North Ridge at TRR, with Clayton Properties Group II, Inc.
13. Discussion on Frontage Road Closure

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

14. Informational Items

EXECUTIVE SESSION

15. An executive session to discuss matters subject to negotiations and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) regarding Project Arsenal, an economic development project incentive request.
16. An executive session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding acquisition of easements

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.

JDDA Annual Recap

The JDDA is a partnership with businesses and the town to preserve Historic Downtown Johnstown.

The Johnstown Downtown Development Association is creating a vibrant, prosperous, distinguished, accessible and successful network for businesses and residents to connect with one another.

DONE, DOING AND EVOLVING

- Events
- Façade program
- Wayfinding project
- Workshops
- Welcome bags
- School District partnership
- Community driven
- Social Media and marketing
- One general meeting per month, one board meeting per month

Events

Each event brings in attendance of 2,000 + people

- Cinco De Mayo
- BBQ Days
- Fall Fest
- Trick or Treat Street
- Johnstown Jingle

STATE
Your Neighborhood

THANK YOU TO OUR
SPONSORS
BARBER SHOP
LYS
the Y
DDA
StateFarm
Veronica Schlager
RIDER CHIROPRACTIC
DOMINICS
TOPCO

FALL FESTIVAL
SEPT 18
12P-4P
CORN HOLE
TOUR NEY
https://www.coloradocornholecon nection.com/event-info/johnstown-days-cornhole-tournament
Downtown Johnstown
Sign up at the link above

Workshops

Retaliation

Human Resources Workshop
Presented by: HumanRX Services
Hosted By:
JOHNSTOWN
DDA
Lunch Provided By:
State Farm
Veronica Schlagel
970-587-9800

Welcome Bags

- Engages with the high school Interact Club
- Distributed to all new households in Johnstown and Milliken
- Allows members to promote their businesses

School District Partnership

Parades

- Homecoming
- Graduates

Work study Internship program

Resume review and guidance

Social Media and Marketing

Platforms

- Facebook
- Instagram

Invested in a marketing company

Homeowners receive mail sponsoring events and more

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, November 21, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

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

ROLL CALL

Present:
Mayor Lebsack
Councilmember Dominguez
Councilmember Morris
Councilmember Mellon
Councilmember Young
Absent:
Councilmember Molinar
Councilmember Berg

AGENDA APPROVAL

Councilmember Troy Mellon moved to approve the agenda.

Councilmember Morris provided the second and the motion passed.

SPECIAL PRESENTATIONS

1. **Downtown Johnstown Branding & Wayfinding Project | Presentation Regarding Phase 1: Community Outreach & Data Research**

   Sarah Crosthwaite, Economic Development Manager, introduced Kristin Cypher, Project Consultant with Michael Baker International, who is the consultant of the Downtown Johnstown Branding & Wayfinding Project. Ms. Cypher presented this item as a snapshot for the community outreach that's taken place over the past several months, highlighting key themes from the residents.

PUBLIC COMMENT

There was no in person public comment.

Vicki Hansen wrote in a public comment regarding highway improvements and possible bike lanes.

CONSENT AGENDA

Councilmember Mellon moved to approve the consent agenda

Councilmember Young seconded and the motion passed unanimously.

2. November 7, 2022 Town Council Minutes
3. Resolution 2022-45: Certifying Liens to Larimer and Weld Counties
4. October 2022 Financial Statements

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, presented this report to Council.

5. Town Manager's Report

TOWN ATTORNEY REPORT

There was no Town Attorney report.

OLD BUSINESS

There was no old business on the agenda.

NEW BUSINESS

6. **Grosboll Cookies LLC Incentive Agreement**

   Ms. Crosthwaite presented this item to Council, noting Grosboll Cookies does business as Mary's Mountain Cookies and requested Council approve the incentive agreement for the business.

   The incentive would require an opening date of no later than April 1, 2023, being open at least 32 hours a week, including Saturdays (excluding holidays).

   Sarah and Chris Grosboll, owners, spoke to Council regarding their desire to open a business into the community where they live.

   Councilmember Mellon moved to approve Resolution 2022-46 regarding the Economic Incentive Agreement Between the Town of Johnstown and Grosboll Cookies, LLC.

   Councilmember Young provided the second and the motion passed.

7. **Agreement for Professional Services Between Town of Johnstown and Ditesco, LLC for the Johnstown Little Thompson Trail Project**

   Mr. LeCerf noted that this item was regarding the construction management services, not the actual construction, and provided a reminder that a grant had been received for this project. The request was included in the estimated cost of the project, and staff anticipates the project being completed around May 2023.

   Councilmember Morris moved to approve the Professional Service Agreement between Ditesco, LLC and the Town of Johnstown as presented and authorize the Town Manager to sign the contract.

Councilmember Mellon seconded and the motion passed.

8. **Agreement Concerning Purchase and Sale of Real Property for Expansion of the Town of Johnstown Water Treatment Plant**

   Mr. LeCerf spoke to this item, referencing over 12-months of staff time working towards this agreement. Details of the agreement regarding land use, easement and roadway improvements were reviewed.

   Councilmember Young moved to approve the agreement concerning the purchase and sale of real property for expansion of the Town of Johnstown Water Treatment Plant as presented.

   Councilmember Morris seconded, and the motion passed unanimously.

PUBLIC HEARING

9. Second Public Hearing 2023 Budget

   Mayor Lebsack opened the Public Hearing for the 2023 Budget.

   Devon McCarty, Finance Director, noted this was the second public hearing to comply with state statue and reviewed the presentations of the proposed budget to Council. The first public hearing to receive comments was held on November 7, 2022. Since the first hearing, there has been an adjustment to the budget. The $30 million loan from the General Fund to the Water Fund has been removed and replaced with a proposed bond issuance of $56 million. The cost of issuance associated with the bonds discussed at the Town Council Work Session was also added. Council discussion centered around the Work Session and updates to the proposed budget from the first hearing.

   Mayor Lebsack opened the public hearing for comment for residents wishing to speak for against the 2023 proposed budget.

   Jim Hatfield, spoke items listed in the budget and asked for details for several items, including travel and training specifics, capital improvement programs and vehicles.

   Mayor Lebsack opened the public hearing for comments in favor of the proposed 2023 budget, to which there was none.

   Mayor Lebsack closed the public hearing.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez extended holiday wishes, as did Councilmember Morris.

Councilmember Young noted the Parish House Museum would be decorating the house, as well as hosting the annual holiday events.

Councilmember Mellon noted the Senior Center parking lot repaving and the improvement in that lot.

MAYOR'S COMMENTS

Mayor Lebsack extended holiday wishes.

INFORMATIONAL ITEMS

10. Informational Items

Informational Items were included in the packet.

ADJOURN

Mayor Lebsack adjourned the November 21, 2022 Council meeting at 8:12 pm.

_____

Gary Lebsack, Mayor

_____

Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT COMMUNICATIONS

AGENDA DATE: November 21, 2022

SUBJECT: Agreement for Building Division Services with SafeBuilt Colorado, LLC

ATTACHMENTS: Agreement for to Provide Building Division 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 SafeBuilt Colorado, LLC. The agreement provides for clear and comprehensive coordination and execution of building services to be delivered to our construction community on behalf of the Town of Johnstown. This agreement is being modified and updated from its current contract agreement. The current agreement in place is being terminated since ProCode was recently acquired by SafeBuilt Colorado, LLC and we are moving forward with this document. The most notable change is an increase in the monthly rate from $15,750 to $25,000. The reasoning for this change is because of the significant increase in the number of permits and inspections required by the company. As a highlight, the monthly averages include the following:

- Inspection Stops: 309
- Number of Inspections Completed: 824
- Residential Plan Review Hours: 30
- Commercial Plan Review Hours: 50
- Permit Tech Hours: 48

LEGAL ADVICE:

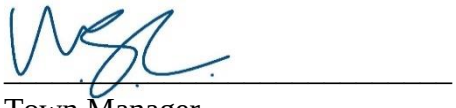
The Town Attorney drafted the agreement for consideration for building division services.

FINANCIAL ADVICE:

Funds have been proposed in the proposal FY 2023 Budget to accommodate the cost for services.

RECCOMMENDED ACTION: Approve the Agreement for Building Division Services with ProCode as presented.

Reviewed and Approved for Presentation,



Town Manager

AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES

THIS AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES ("Agreement") made this _____ day of _____, 2022, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipal corporation of the State of Colorado ("Town"), and SAFEbuilt Colorado, LLC, a Colorado limited liability company and wholly owned subsidiary of SAFEbuilt, LLC, a Delaware limited liability company ("Building Official"). The Town and Building Official may be collectively referred to herein as the "Parties."

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

WHEREAS, to obtain building department services, on or about October 18, 2021, the Town and ProCode, Inc., a Colorado corporation ("ProCode"), entered that certain Agreement to Provide Building Department Services ("ProCode Agreement"); and

WHEREAS, since execution of the ProCode Agreement, ProCode was acquired by SAFEbuilt, LLC; and

WHEREAS, the Town desires to terminate the ProCode Agreement and to utilize the services of Building Official to perform building department services for the Town; and

WHEREAS, in order to set forth the responsibilities, obligations, powers and rights of the Parties, the Town and 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 violations of the Johnstown Municipal Code ("Code") 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 boundaries of the Town and be based upon the Town's adopted uniform codes, including the Building Code, Mechanical Code, Plumbing Code, Electrical Code and all other uniform codes adopted in Chapter 18 of the 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, within 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. During each calendar year that this Agreement is in effect, conduct a two-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;
e. Provide other building inspection related services as requested and necessary to assist with ensuring the health, safety and wellness of the Town and its residents..

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, which is based on the expectation that Building Official will 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. 2023 calendar year - $25,000 monthly
   b. 2024 calendar year - $25,000 monthly
   c. 2025 calendar year and subsequent years - the lesser of: (a) $26,000 (representing a four percent (4%) increase); or (b) $25,000 multiplied by the number equivalent to the Consumer Price Index ("CPI") during the prior

calendar year, using the most recently published CPI for the Denver-Boulder Metropolitan Area published by the Bureau of Labor Statistics of the United States Department of Labor.

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. 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 shall not be deemed to assume liability for negligent acts of the Town, its officers, agent, or employees.

(c) Building Official assumes full responsibility for any and all damages caused by Building Official's negligent or willful 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), to the extent arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from negligent or intentionally wrongful (willful misconduct) act or omission 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 .

7. 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 one hundred twenty (120) days prior to the termination.

8. TERMINATION – Either Party may terminate this Agreement with or without cause by providing one hundred (120) 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 written notice. Upon termination, the remainder of Building Official's responsibilities shall be transferred to the Town.

9. NOTICES –

(a) All notices to Building Official shall be sent certified or registered mail, return receipt requested, and first-class mail, postage prepaid, to SAFEbuilt, LLC, Attention Joe DeRosa, CRO, 444 North Cleveland, Suite 444, Loveland, Colorado 80537.

(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 electronic mail ("e-mail") delivery on the condition that the other party acknowledges receipt of the e-mail. Joe DeRosa email jderosa@safebuilt.com.

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

(a) Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

(b) Professional liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

(c) Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) for any one occurrence, with respect to each of Building Official's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Building Official's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Building Official who utilizes an automobile in providing services to Town under this Agreement.

(d) 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.

Building Official shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Building Official pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Building Official's insurance policies.

A certificate of insurance shall be completed by Building Official's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, the policies shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

11. CODE MODIFICATIONS AND UPDATES – In addition to the Services set forth herein, Building Official shall make periodic recommendations to the Town for modifying, improving or updating the 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 to the Town Manager and may thereafter be presented to the Town Council of the Town of Johnstown ("Town Council"). Building Official shall facilitate public input prior to providing recommendations to the Town Council.

12. LAWS – The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue for any claims, proceedings or actions shall be in Weld County, Colorado.

13. 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. The mediation shall be conducted at an agreed-upon location. If the Parties are unable to agree upon the location, the medication shall be conducted at the Judicial Arbiter Group (JAG) in Denver, Colorado.

14. 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.

15. GOVERNMENTAL IMMUNITY – The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

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 – Neither party shall transfer or assign its interest in this Agreement without the written approval of the other Party; consent shall not be unreasonably withheld . 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 or Building Official.

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.

24. PRIOR AGREEMENT – The Town and Building Official, as the successor in interest to ProCode, hereby acknowledge and agree that the ProCode Agreement is hereby terminated.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SAFEBUILT COLORADO, LLC

Gary Amato November 18, 2022

By: Gary Amato Date

Title: CAO

STATE OF COLORADO)

) ss

COUNTY OF Larimer

SUBSCRIBED AND SWORN to before me this 18 day of Nov., 2022, by Gary Amato as the CAO of SAFEbuilt Colorado, LLC.

WITNESS my hand and official seal.

My commission expires: Jan 15, 2025

Notary Public

MICHELLE ANNE AIKEN
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214002066
MY COMMISSION EXPIRES JAN 15, 2025

TOWN OF JOHNSTOWN, COLORADO

By:_____

Gary Lebsack, Mayor

ATTEST:

By:_____

Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Resolution 2022-47 regarding Finding Substantial Compliance for Initiating the Rieder Farm Annexation (Case# ANX22-0002)

ATTACHMENTS:
1. Resolution 2022-47
2. Vicinity Map
3. Annexation Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

An annexation petition and application materials were received by the Town to annex approximately 40.899 acres in Weld County, located west of Parish Ave/CR 17, and north of 2nd Street in Johnstown. These materials have been reviewed for completeness and eligibility per C.R.S. 31-12-104 and 105, and have been found by Town Staff and the Town Attorney to be in substantial compliance and eligible for annexation.

Review referrals were emailed to the county and neighboring municipalities with initial submittal. State-required referral packets will be sent to the Weld County BOCC and Attorney and applicable special districts prior to hearings on the annexation ordinance.

This resolution sets the hearing date for this annexation request.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2022-47 finding substantial compliance for initiating the Rieder Farm Annexation and setting a public hearing date.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-47

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING DATE FOR THE RIEDER 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, Platte Land & Water, LLC, a Delaware limited liability company, submitted a Petition for Annexation; and

WHEREAS, the Town Council has reviewed the Petition for Annexation, and, finding substantial compliance as set forth below, desires to initiate annexation proceedings in accordance with the law and set a public hearing.

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

Section 1. The Town Council of the Town of Johnstown finds that a Petition for Annexation of certain property situated in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, filed with the Town Clerk on or about October 27, 2022, to be known as "The Rieder Farm Annexation," is in substantial compliance with §31-12-107(1), and that a public hearing should be held to determine if the proposed annexation complies with §§31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility pursuant to §31-12-101, *et seq.*, C.R.S.

Section 2. The Town Council hereby sets a public hearing for such purposes on January 4, 2023, at 7:00 p.m., at 450 South Parish Avenue, Johnstown, Colorado.

Section 3. The Town Clerk shall publish notice of the hearing once per week for four (4) consecutive weeks in the *Johnstown Breeze*, with the first publication at least thirty (30) days prior to the date of the hearing. The Town Clerk shall also send a copy of the published notice, together with a copy of this Resolution and the Petition for Annexation, by registered mail to the Weld County Board of County Commissioners and to the Weld County Attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the date fixed for such hearing.

Section 4. This Resolution shall be effective on the date hereof.

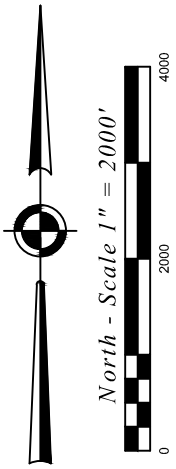
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____
Hannah Hill, Town Clerk Gary Lebsack, Mayor

Vicinity Map

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, 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.

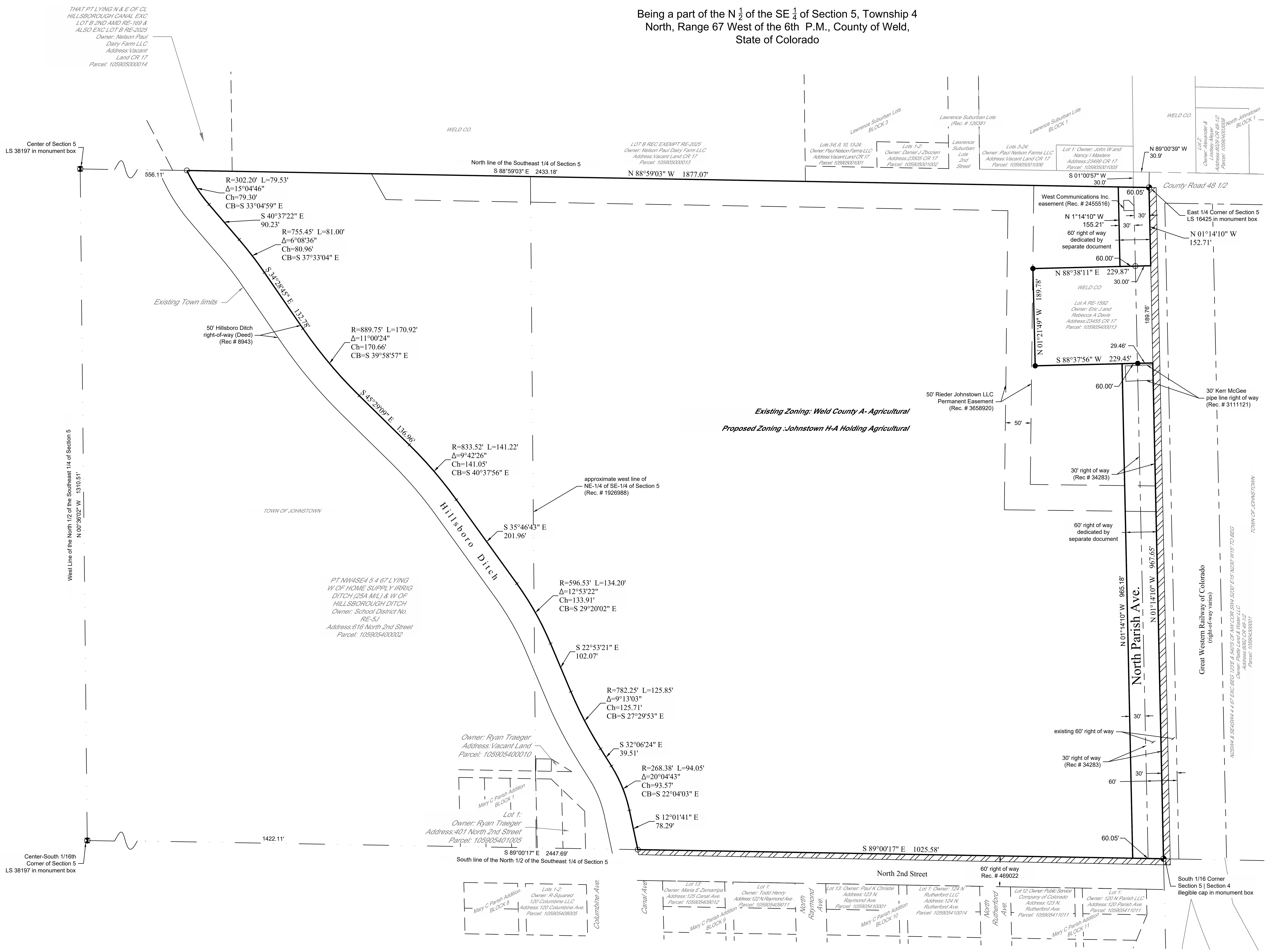
C:\Users\plsgc\OneDrive\for Brett\21133\dwg\21133d002.dwg May 23, 2022 – 11:24am

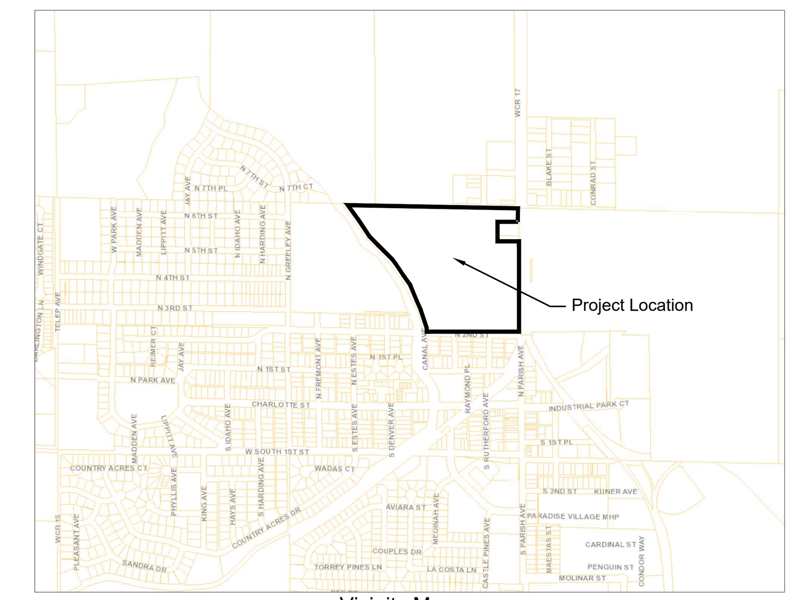
#	Date	Revisions

Field Date n/a	Prepared for: Project#: **21133.002**
Party Chief **ZSW**	Platte Land & Water
Survey Tech n/a	PLS Corporation 532 West 66th Street Loveland, Colorado 80538 Office 970.669.2100 - Info@plscorporation.com
Proj. Manager **BAB**	

Rieder Farm Annexation

Being a part of the N ½ of the SE ¼ of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado





Vicinity Map
(1"=2000')

LEGAL DESCRIPTION:
Per title commitment:

A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO;

NOW DEFINED AND DESCRIBED AS:

LOT B, RECORDED EXEMPTION NO 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO

Written by M. Bryan Short, Colorado LS # 32444 on 11.9.2022.

All of Lot B, Recorded Exemption No 1059-5-4-RE 1592, recorded September 29, 1997, at reception no. 2571299, public records of Weld County, Colorado lying within the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado.

Considering the East line of Lot B, Recorded Exemption No 1059-5-4-RE 1592, recorded September 29, 1997, at reception no. 2571299, public records of Weld County, Colorado and East line of North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado as bearing N 01°14'10" W, with all bearings herein relative thereto.

BEGIN at the East ¼ Corner of Section 5, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, said point also being the Northeast corner of Lot B, Recorded Exemption No: 1059-5-4-RE 1592, Recorded September 29, 1997, at Reception No. 2571299, public records of Weld County, Colorado;
thence S 01°14'10" E for a distance of 152.71 feet along the East line of said Lot B.
thence S 88°38'11" W for a distance of 229.87 feet along the East line of said Lot B;
thence S 01°21'49" E W for a distance of 189.78 feet along the East line of said Lot B;
thence N 88°37'56" E for a distance of 229.45 feet along the East line of said Lot B;
thence S 01°14'10" E for a distance of 967.65 feet along the East line of said Lot B to the Southeast corner of said Lot B, said point also being the Southeast Corner of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado;
thence N 89°00'17" W for a distance of 1025.58 feet along the South line of said Lot B to the West line of said Lot B, being the Easterly line of the Hillsboro Ditch;
thence along said West line of Lot B the following 14 courses and distances:
(1) thence N 12°01'41"W for a distance of 78.29 feet to the beginning of a curve, concave to the Southwest and having a radius of 268.38 feet, a chord of 93.57 feet and a chord bearing N 22°04'03" W;
(2) thence Northwesterly along the arc of said curve for a distance of 94.05 feet through a central angle of 20°04'43" to the end of said curve;
(3) thence N 32°06'24" W for a distance of 39.51 feet to the beginning of a curve, concave to the Northeast and having a radius of 782.25 feet, a chord of 125.71 feet and a chord bearing N 27°29'53" W;
(4) thence Northwesterly along the arc of said curve for a distance of 125.85 feet through a central angle of 9°13'03" to the end of said curve;
(5) thence N 22°53'21" W for a distance of 102.07 feet to the beginning of a curve, concave to the Southwest and having a radius of 596.53 feet, a chord of 133.91 feet and a chord bearing N 29°20'02" W;
(6) thence Northwesterly along the arc of said curve for a distance of 134.20 feet through a central angle of 12°53'22" to the end of said curve;
(7) thence N 35°46'43" W for a distance of 201.96 feet to the beginning of a curve, concave to the Southwest and having a radius of 833.52 feet, a chord of 141.05 feet and a chord bearing N 40°37'56" W;
(8) thence Northwesterly along the arc of said curve for a distance of 141.22 feet through a central angle of 9°42'26" to the end of said curve;
(9) thence N 45°29'09" W for a distance of 136.96 feet to the beginning of a curve, concave to the Northeast and having a radius of 889.75 feet, a chord of 170.66 feet and a chord bearing N 39°58'57" W;
(10) thence Northwesterly along the arc of said curve for a distance of 170.92 feet through a central angle of 11°00'24" to the end of said curve;
(11) thence N 34°28'45" W for a distance of 132.78 feet to the beginning of a curve, concave to the Southwest and having a radius of 755.45 feet, a chord of 80.96 feet and a chord bearing N 37°33'04" W;
(12) thence Northwesterly along the arc of said curve for a distance of 81.00 feet through a central angle of 6°08'36" to the end of said curve;
(13) thence N 40°37'22" W for a distance of 90.23 feet to the beginning of a curve, concave to the Northeast and having a radius of 302.20 feet, a chord of 79.30 feet and a chord bearing N 33°04'59" W;
(14) thence Northwesterly along the arc of said curve for a distance of 79.53 feet through a central angle of 15°04'46" to the end of said curve and the North line of the aforesaid Lot B;
thence leaving said West line S 88°59'03" E for a distance 1877.07 feet along said North line of Lot B to the Point of Beginning.

Containing 40.899 acres, more or less, and being subject to any easements or rights of way of record.

Town Council Approval:

This map to be known as Rieder 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, M. Bryan Short, a Colorado Professional 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

Legend:

- found 0.7" iron rod with 3.25" aluminum cap marked as shown
- found 0.7" iron rod with 2.5" aluminum cap marked as shown
- found 0.5" iron rod with 1.0" plastic cap LS 7242
- property boundary
- contiguity

North - Scale 1" = 100'

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 uses of this map. All changes to this exhibit must be approved in writing by the surveyor.

Contiguity Statement:

Total perimeter of area considered for annexation: 6,280.68'

One sixth of the total perimeter area: 446.35'

Perimeter of the area contiguous with existing town limits: 2335.70'

The total contiguous perimeter is 37%

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.

P:\Project\2021\21133\dwg\21133d002.dwg November 09, 2022 - 5:14pm

TITLE
Annexation Plat
Rieder Farm- Weld County Road 17, Johnstown
Section 5, Township 4 North, Range 67 West, 6th P .M., Weld County, Colorado

CLIENT
Platte Land and Water

PLS Corporation
1205 Des Moines Avenue, Loveland, Colorado 80537
Phone: 970.669.2100 · info@plscorporation.com

Field Date	December 07, 2021	ST	BAB
Party Chief	ZSW	PM	BAB
Print Date	November 09, 2022	PLS	MBS

PROJECT NO. 21133.002
SHEET NO. 1
NO. OF SHEETS 1

REVISIONS

Date	By	Description
11.9.2022	mbs	revised legal desc
8.24.2022	mbs	added r/w dedication

Item #4.

Town of Johnstown
List of Bills - October 25, 2022 - November 21, 2022

Vendor	Description	Dept.	Amount
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A Concrete Inc	Generator pad	PW	2,750.00
Ace Hardware	Supplies	PW/ADM	2,040.63
Advanced Mechanical Services, Inc	Equipment repair	PW	4,500.00
AED Everywhere, Inc.	Supplies	PD	73.00
All Copy Products, Inc	Copier supplies	PD/ADM	319.36
AP Mountain States, LLC	Permit refund	ADM	36,034.00
Aqua Engineering	Central expansion- design	PW	540,956.13
Arapahoe Rental	Supplies	PW	103.98
Arthur M. Griffiths	Easement	PW	45,118.00
Asphalt Specialties Co., Inc.	Hydrant meter deposit refund	PW	1,750.00
Bell Gould Linder & Scott, P.C.	Professional services	ADM	165.00
Bemus Construction	Hydrant meter deposit refund	PW	3,000.00
BHA Design Incorporated	Design - SH 60	PW	5,600.00
Big Thompson Ditch & Mfg Co.	Professional services	PW	650.00
Blayne Banghart	Employee reimbursement-training	PW	150.00
Bludot Technologies Inc.	CRM	ADM	195.00
Bluebeam, Inc.	Supplies	PW	731.50
BlueWater Engineering Ltd	WTP expansion	PW	28,553.29
Brandyn & Lindsey Heustis	Easement	PW	4,660.00
Brightly Software Inc	Software	PW	20,802.86
Browns Hill Engineering & Controls	SCADA	PW	4,566.38
Bunyan Lateral Ditch Company	Professional services	PW	100.00
Card Services	Training, supplies, travel	ALL	11,731.10
CB&I Group Storage Tanks Solutions LLC	South Tank construction	PW	152,512.27
CDR Propane Services, LLC	Propane & generator repair	PW	2,284.89
CDW Government	Supplies	PD	179.54
Central Weld County Water District	Interconnect	PW	596.88
CenturyLink	Phone/internet	ALL	250.33
Century Communities	Hydrant meter deposit refund	PW	1,500.00
Cintas	Mat supplies/service	ALL	889.03
City of Evans	Training	ADM	25.00
City of Fort Collins	Lab services	PW	11,520.00
City of Loveland	Training	PD	400.00
CivicPlus	Software	ADM	3,800.00
Civil Resources	Professional services	ADM	3,000.00
CMC Tire	Vehicle supplies	PW	2,309.68
Colorado Analytical Labs	Lab testing	PW	4,191.20
Colorado Department of Transportation	I-25 project	PW	564,264.02
Colorado Greenbelt Management	Landscaping servcies	PW	1,875.00
Connell Resources, Inc.	North Interceptor	PW	1,728,075.51
Consolidated Home Supply Ditch &	Professional services	ADM	238.00
Core & Main	Water meters	PW	4,981.25
Coren Printing, Inc	Printing	PD	754.00

Vendor	Description	Dept.	Amount
D & B Cito Trust	Easement	PW	3,666.00
Denali Water Solutions LLC	Sludge removal	PW	1,929.60
DES Pipeline Maintenance, LLC	Maintenance	PW	7,162.50
DPC Industries Inc	Chemicals	PW	46,726.16
DXP Enterprises Inc	Supplies	PW	195.36
Envirotech Services, Inc	Ice slicer	PW	35,988.47
Evergreen Industrial	Hydrant meter deposit refund	PW	1,500.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	2,566.25
First Armored Services LLC	Supplies	PW	1,900.18
First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Custodial services	ADM	1,019.56
Frontier Business Products	Copier supplies	ADM	848.56
Glenn A. Jones Library	Library support	ADM	94,816.12
Gopher Excavation, Inc.	Repair services	PW	13,298.50
Grainger, Inc.	Supplies	PW	92.28
Great Western Railway of CO	Railroad crossing fees	PW	7,000.00
Green Valley Turf Co	Sod	PW	78.08
Grace Hamilton	Employee reimbursement-travel	PD	77.50
Hays Market Inc	Supplies	PW	208.96
Helton & Williamsen, P.C.	Engineering services	ADM	3,175.00
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	2,502.50
Hill & Robbins, PC	Legal services	ADM/PW	713.44
Hill & Robbins, PC	Billback - Legal services	ADM	1,419.00
Hotsy Equipment Of Northern Co, Inc	Supplies	PW	322.00
IMEG Corp	Engineering services	PW/ADM	55,436.00
IMEG Corp	Billback -Engineering services	ADM	21,672.50
Indelco Plastics Corp	Maintenance	PW	2,817.80
Infosend, Inc.	Utility bills & newsletter	ADM	3,964.48
Inland Truck & Parts Service	Supplies	PW	484.58
Insight North America, LLC	Investment services	ADM	3,007.31
Interstate Battery of the Rockies	Supplies	PW	1,037.62
J&D Creations	Uniforms	PW/ADM	1,078.17
J&S Contractors Supply Co.	Sign supplies	PW	4,625.97
John Deere Financial	Supplies	PW	1,680.91
Johnstown Breeze	Billback - Publications	ADM	352.08
Johnstown Downtown Dev. Assn.	Reimbursement	ADM	3,910.00
J-U-B Engineers, Inc.	South Tank construction	PW	71,576.97
Kangaroo Express of Longmont, Inc	Lab testing	PW	440.00
Kelly Supply Co	Supplies	PW	350.87
Ken Garff Ford Greeley	Vehicle repair	PD	91.54
Kenz & Leslie Distributing	Supplies	PW	370.40
Kissinger & Fellman P.C.	Legal services	ADM	1,098.00
L G Everist Inc	Road base	PW	11,920.42
Land Title Guarantee Company	Land purchase	ADM	1,509,505.90
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	12,575.39
Larimer Humane Society	Animal control	PD	2,465.00

Vendor	Description	Dept.	Amount
Law Office of Avi Rocklin LLC	Legal services	ADM	3,997.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	15,625.00
Michael Lazar	Municipal Court Judge	ADM	3,375.00
Community Center Refund	Refund of deposits	ADM	120.00
Loveland Barricade LLC	Supplies	PW	142.50
Lowe's	Supplies	PW	104.04
Mac Equipment, Inc	Supplies	PW	54.73
Mares Auto Inc.	Vehicle repair	PW	640.27
Mastec	Maintenance	PW	600.00
Kim Meyer	Employee reimbursement-travel	ADM	62.70
MGS Incorporated	Vehicle supplies	PW	1,828.38
Milliken Johnstown Electric	Repair services	PW	7,940.34
Moltz Construction Inc.	Low Point construction	PW	1,436,052.32
Mountain States Pipe & Supply	Water meters	PW	25,277.33
Multistudio, Inc	Land use code	ADM	26,656.00
Municipal Treatment Equipment Inc.	Supplies	PW	206.00
Nalco Company LLC	Chemicals	PW	19,197.13
Napa Auto Parts, Inc	Supplies	PW/PD	3,171.85
Office Depot Business Credit	Supplies	ALL	899.79
Otak	Design- LT Trail	PW	12,803.68
PEX	Training, supplies, travel	ALL	3,500.05
Pitney Bowes	Postage meter	PD/ADM	418.00
Poudre Valley REA	Utilities	ALL	12,803.96
ProCode Inc.	Inspection services	ADM	15,750.00
Ramey Environmental Compliance Inc.	OCR services	PW	34,239.93
Redi Services, LLC	Portolet	PW	1,001.16
Redline Underground LLC	Hydrant meter deposit refund	PW	1,750.00
Rhinehart Oil Co., Inc.	Fuel	ALL	15,397.35
Sam's Club MC/SYNCB	Supplies	PW	166.30
SMH West, LLC	South Tank construction	PW	396,666.09
Starck Virginia Rae Family Trust	Easement	PW	5,137.00
Tait & Associates, Inc.	Charlotte Street design	PW	40,113.36
TDS	Telephone	ALL	3,051.86
The Home Depot/GECF	Supplies	PW	2,739.98
The Tree Farm	Supplies	PW	1,173.52
The Tree Guys LLC	Tree removal	PW	2,300.00
Tier One Networking, LLC	Supplies	ADM	598.00
Timber Line Electric & Control Corp	Maintenance	PW	768.15
TimberLAN	IT services	ALL	6,249.00
T-Mobile	Cell phone	PD	66.06
Town of Mead	Broadband	ADM	339.13
TruGreen Chemlawn	Chemicals	PW	996.09
UMB Bank NA	Bond payment	PW	976,575.00
United Power, Inc	Utilities	ALL	760.15
USA Bluebook	Supplies	PW	7,742.31
Utility Notification Center of Colorado	Locates	PW	932.10

Vendor	Description	Dept.	Amount
Utility Refunds	Utility refunds	ADM	25,208.24
Verizon Wireless	Cell phones	ALL	4,335.93
Vermeer Sales & Service	Vac trailer	PW	57,576.00
Warehouse Supply Inc	Supplies	PW	89.42
Waste Connections of Colorado Inc.	Trash services	ALL	80,809.70
Weld County Dept of Public Health	Lab services	PW	650.50
Weld County Sheriff	Jail fees	PD	30.30
Western Fire Extinguisher	Fire safety	PW	1,099.25
Whispir	Phone out and newsletter	ADM	627.00
Windstream	Telephone/internet	PW	1,534.92
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	1,215.00
Xcel Energy	Utilities	ALL	74,979.56
YMCA of Northern Colorado	Teen Character Awards sponsorship	ADM	1,000.00
Yost Cleaning	Monthly cleaning service	PW	5,608.00
			8,482,266.24

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: December 5, 2022

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 12/05/2022 – Regular Council Meeting
- 12/12/2022 – Work Session (6:00 p.m.) – Land Use Code
- 12/19/2022 – Regular Council Meeting
- 01/04/2022 – Regular Council Meeting

Administration, Finance, Planning, & Human Resources

- *Municipal Court* – Staff attended the Annual Meeting of the Colorado Association of Municipal Administration held in Northglenn.
- *Liquor Licensing* – The public hearing for a new Hotel and Restaurant Liquor License from Cocina & Cantina Mexican Restaurant has been moved to the December 19, 2022, Town Council meeting for review. 7-Eleven Store Number 34238A has applied for a Fermented Malt Beverage liquor license renewal.
- *Finance* – The Town has partnered with the State of Colorado to implement the Low-Income Household Water Assistance Program for water/wastewater payment assistance for residents who qualify. This is a temporary State operated program that was established using American Rescue Plan funds. The State processes the applications and decides who is

eligible for the program. The Town does not have any influence on the application process or the outcomes of that process. This service is administered through a 3rd party.

- *Hiring* – The Town just welcomed a street maintenance worker, customer service technician, utility billing technician, and temporary admin to our team. We are currently searching for another street maintenance worker and a backflow and water quality specialist. We are in processing with another utility operator, two planners, and two police officers who will start soon.
- *Planning & Zoning Commission (PZC)* – PZC met on November 30, 2022, to review several projects. They are considering commissioner candidates for the recent vacancy. Town Staff and Town Attorney are drafting a proposed code change that would allow appointment of alternate commissioners to assist with unexpected absences and filling future vacancies.
- *Land Use Code* – A public Open House is scheduled for Tuesday, December 13, 4:30-6:30 P.M., at the YMCA meeting room to provide information and seek input related to development and land use codes in the community.
- *Weld RE-5J Long Range Planning* – Town planning staff will attend a December 6 meeting to continue participating in discussion of the District's strategic plan.

Police Department

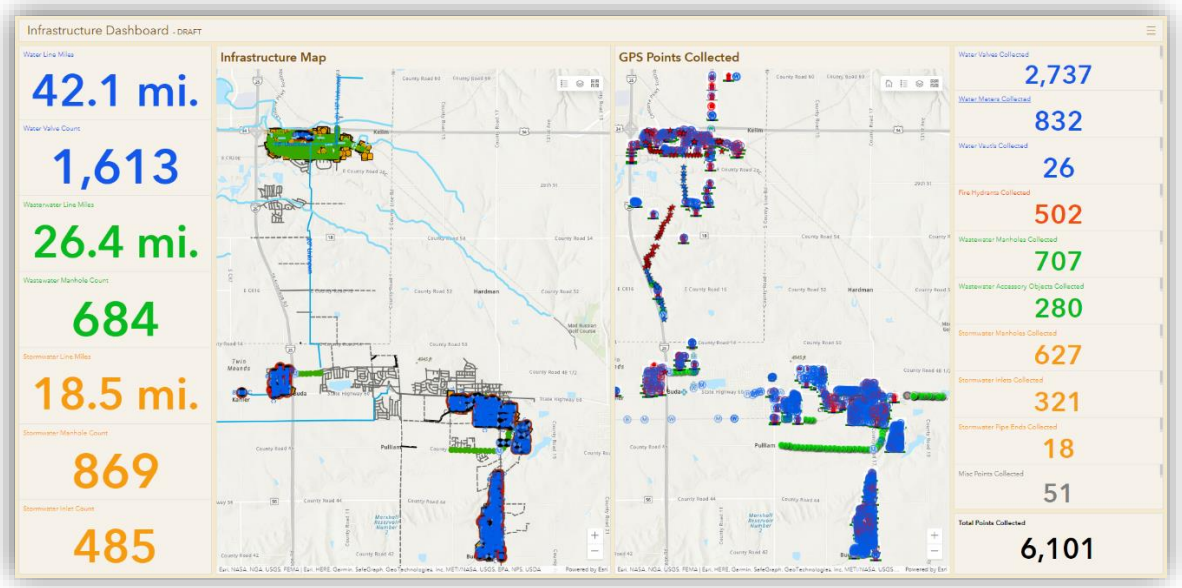
- *Training*
    - Interrogation Techniques Training – Officer Grounds attended an interview and interrogation course designed to develop investigative techniques.
    - Interpreting Body Language Training – Officer Grounds also attended a body language course where he learned how to identify when someone is being deceitful based on their body language.
- *Community:*
    - Terror Wall Escort – Officers had the honor of providing an escort for the Global War on Terror – Wall of Remembrance that made a visit to Scheels.
    - Weld Elves – Code Officer Farris has been working hard with Weld Elves getting gifts ready for kids in need.
    - Computer Aided Dispatch – The department switched to a new computer aided dispatch system called Central Square. This system is under the control of Weld County Dispatch.

Public Works and Utilities

- *GIS/GPS:*
    - 2534 Sewer and Stormwater
    - Utilizing LETA aerial imagery in Larimer County to identify manholes
    - Utilizing GPS unit to map water assets; valves, meters, fire hydrants, etc.
- Crews spent a majority of the week with snow operations.
- Inspections:
    - Water line inspected - 3,365'
    - Water line tested – 565'
    - Sewer line inspected – 4,900'

- Water taps inspected - 94

- *Charlotte Street Improvements* – Contractor has mobilized. Milling operations to begin sewer and storm drain work has begun.
- *Traffic Signal Design for Carlson Blvd and State Highway 60* – Town Staff is waiting on signed IGA from the State of Colorado, once received, the project will bid.
- *State Highway Feasibility Study* – The final report will be issued to Colorado Department of Transportation for final approval.
- *Little Thompson River Trail* – The project is currently out to bid with a Bid opening date of December 8, 2022 at 2:00 p.m. The Notice to Proceed is anticipated to be given on January 5, 2022.



- *Treatment*
  - Avg November Flows:
    - Water Treatment: 1.34 MGD
    - Low Point Wastewater: 0.3 MGD
    - Central Wastewater: 0.78 MGD
  - WTP:
    - Granular Activated Carbon (GAC) units have been winterized. Parts will need to be ordered that are susceptible to freezing during operation.
    - Completed maintenance on the first of 2 DAF basins.
    - We are seeing increased chlorine usage since taking the GAC offline
  - Low Point WWTP: Successful treatment with adding air to south basin is resulted in adding air to north basin
  - Central WWTP: Completed HVAC system repairs
- *Utilities Sewer Collection & Water Distribution*
  - Locates: 335 curb stops & 5200 ft of water and sewer main lines
  - Meters:

        - 9 shutoffs for November
        - 40 new installs for November
        - 25 customers contacted to coordinate meter replacements inside home
    - Backflow: contacted non-compliant customers
    - Assisted with snow plowing
    - Addressed customers inquiries for shut off valves, service line leaks, frozen service lines, and an isolated taste and odor issue caused during install.
    - Sewer: DES started cleaning and video inspection of Pioneer Ridge sewer system.
- *Raw Water Transmission* – Town Staff is working with the design engineer to put together options to determine the best routing and location for a new pipeline. Over the next several months, the design engineer will be gathering utility and survey information.
- *South Water Tank* –Welding crews have finished welding the Tank. Painting crews have mobilized to finish painting the inside and outside of the roof, however, the cold front is currently preventing the contractor from painting until the low temperatures rise. If the cold temperatures continue, the painting crews will likely need to come back in the Spring to finish.
- *South Water Tank Distribution Pipeline* – The contractor is working on installing mainline along WCR 13. The contractor is working north to south between WCR46 and WCR 44 for the next several weeks. Town Staff is working with adjacent property owners and the Hillsborough Ditch Company to complete the final bore in December.
- *Water Treatment Plant Expansion* – Town Staff, the design engineer and the owner's rep are working together to select the criteria for the membranes and new site layout options. Once the criteria are set, the Town will issue an RFP to solicit proposals for selecting the membrane package. The membrane selection will allow the design to keep progressing forward. Town Staff has issued an RFP to select a CMAR for design review services. Town Staff is looking to award the CMAR contract by the end of the year.
- *Central Interceptor Phase 1* – Town Staff is processing the final payment to close out this project.
- *Central Interceptor Phase 2* – The contractor has completed the mainline on WCR 46 between CR 15 and CR 13. The contractor must complete a portion of main line between CR 46 and the railroad tracks. Once this mainline is installed, the Clearview lift station will be abandoned, and Central Phase 2 will be complete.
- *North Interceptor* – The contractor is ordering long lead items to ensure that the project is completed on time. In addition, Town Staff is continuing to coordinate with property owners to acquire all necessary easements. The contractor has begun installing the shoring system for the new lift station. They are approximately 15-feet into the excavation and as seen in the photo below, they are drilling the tiebacks to hold the shoring in place. The contractor anticipates having the shoring complete by mid-December and will start installing the concrete slabs.

- *Low Point Sewer Expansion* – Masonry work is complete on the MBR building and roofing is underway. The contractor has begun installing equipment in the MBR building as it arrives on site.
- *Central Plant Design* – The Design Engineer is working with CDPHE on the Site Location and Chemical Modification approvals. Town Staff continues to review the design and provide direction to the Design Engineer. The Town has awarded the CMAR design services to Moltz, who is also doing the Low Point expansion. Town Staff, the design engineer and the CMAR will work on value engineering as the design progresses.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Resolution 2022-48 Approving the Preliminary/Final Subdivision Plat for North Ridge (SUB21-0011)

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-48 Approving the Preliminary/Final Subdivision Plat for North Ridge

ATTACHMENTS:
1. Resolution 2022-48
2. Vicinity Map
3. Subdivision Plat
4. PZC Staff Report for Preliminary/Final Plat
5. Staff Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:
The Applicant, CaliberCos, Inc., requests consideration of a Preliminary/Final Subdivision Plat encompassing approximately 60 acres of land at the NE corner of the 402/I-25 interchange.

The proposed plat includes four (4) development-ready lots and two (2) large tracts that will need further subdividing and be subject to site planning and other related development processes.

The primary access will be from the existing Frontage Road that runs diagonally through the property and connects at Freedom Parkway (County Road 18) to the south, and Ronald Reagan Blvd. to the north. Additional street right-of-way will be dedicated with this plat to ensure the Frontage Road can be built to an appropriate minor arterial cross-section. Colleen Street (new) will transect Lots 3 and 4 to provide access to Lot 1 on the eastern portion of the property. *Note that Lot 1 is the subject of the North Ridge at TRR subdivision being reviewed and considered concurrently.*

Subdivision improvements have been reviewed with this proposed subdivision and include water and sanitary sewer lines, as well as street improvements required for the Frontage Road. The subdivision improvements also include piping of the existing Gard Lateral Irrigation Ditch that is located along the southern boundary of the property.

The Planning & Zoning Commission (PZC) held a public hearing on November 30, 2022, to consider the proposed project, the Planning & Zoning Commission Staff Report (Attachment 6)

provides background and detailed description of the project. Several public inquiries were made, but no specific or written public comments were received by Staff.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the Applicant. Based upon the materials submitted, analysis, and findings presented, PZC approved a motion to recommend to Town Council approval of this Preliminary/Final Subdivision Plat.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2022-48 approving the North Ridge Preliminary/Final Subdivision Plat.

SUGGESTED MOTIONS:

For Approval
I move that the Town Council approve Resolution 2022-48 approving the North Ridge Preliminary/Final Subdivision Plat.

For Denial
I move that the Town Council deny Resolution 2022-48.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-48

APPROVING THE PRELIMINARY/FINAL PLAT FOR NORTH RIDGE, A SUBDIVISION OF MULTIPLE PARCELS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 59.820 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, CaliberCos Inc., a Delaware corporation, submitted an application to the Town for approval of a Preliminary/Final Plat for North Ridge, a subdivision of multiple parcels located in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 59.820 acres; and

WHEREAS, on November 30, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat; and

WHEREAS, on December 5, 2022, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat is consistent with the Town's Comprehensive Plan and meets the requirements contained in the Johnstown Municipal Code and the Town's regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat for North Ridge.

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

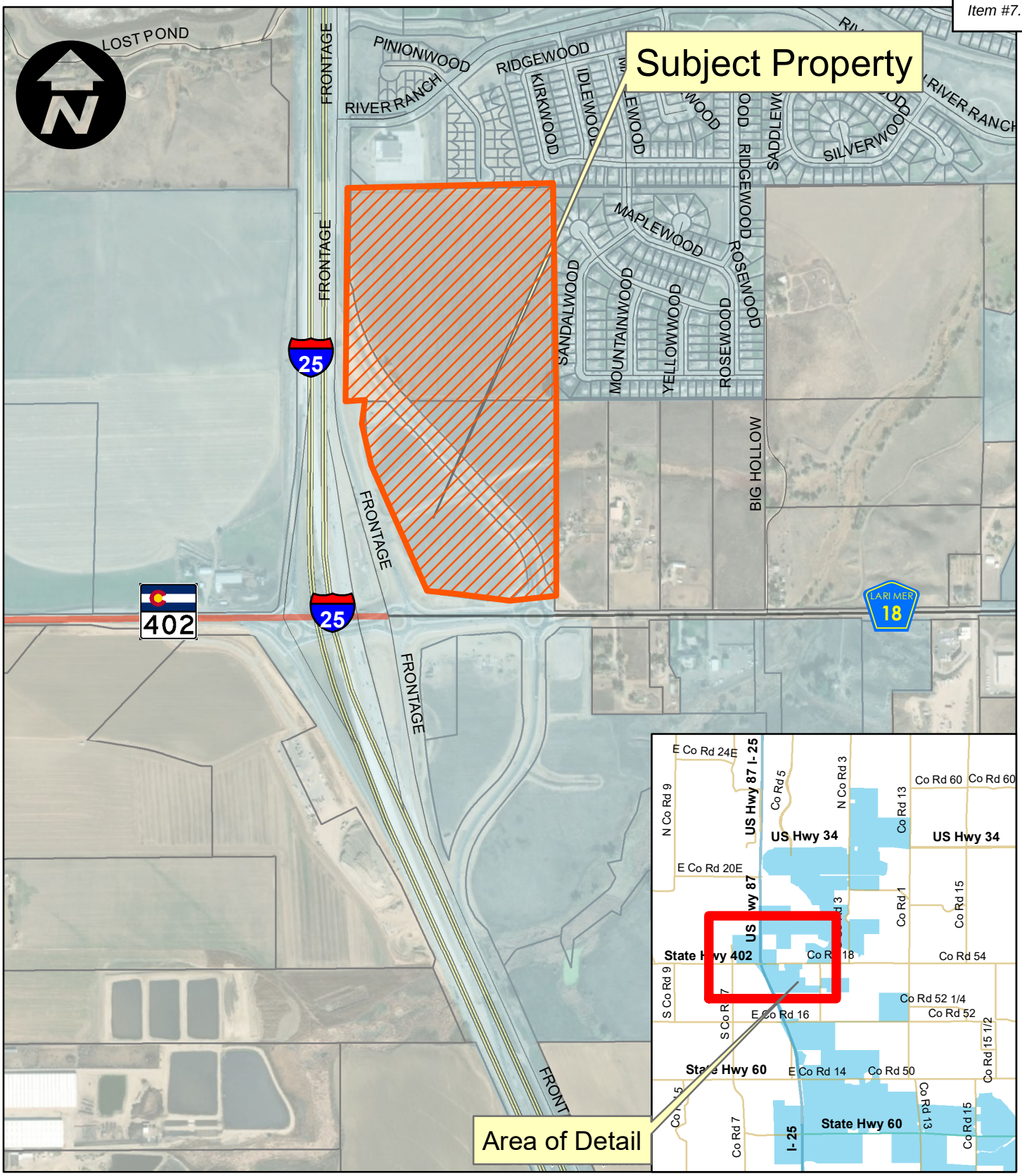
Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for North Ridge, a subdivision of multiple parcels located in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 59.820 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Plat and thereafter record the Preliminary/Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of December, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____
Hannah Hill, Town Clerk Gary Lebsack, Mayor



Town of Johnstown

ANX20-0004
North Ridge Annexation & ODP
Portion of Sec 22, T5N R68W

750 1,500 3,000 Fe

NORTH RIDGE SUBDIVISION

Being a Subdivision of Multiple Parcels

Situate in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M.

Town of Johnstown, County of Larimer, State of Colorado

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned being all the owners and lienholders of the following described property to wit:

Parcel 1:
A portion of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows;

Considering the West line of said South Quarter as bearing North 00°20'30" East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto;
Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along the West Line of the Southeast Quarter Section 22, a distance of 2,627.22 feet to the North line of the Northwest Quarter of the Southeast Quarter of Section 22 Township 5 North, Range 68 West of the Sixth Principal Meridian; thence North 89°47'34" East, along said North line, a distance of 75.00 feet to a point on the West line of said parcel as described in Book 742 at Page 168, said point being the POINT OF BEGINNING; thence continuing North 89°47'34" East, along said North line, a distance of 1,245.21 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 00°18'28" East, along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 1,310.93 feet; thence South 89°45'05" West, along said South line of the Northwest Quarter of the Southeast Quarter of said Section 22 a distance of 884.81 feet to the Easterly right-of-way of Interstate Highway 25 Frontage Road, as contained in Reception No. 20180039395; thence along right-of-way
North 42°26'48" West, 88.01 feet to a point on a tangent curve concave to the Northeast, having a central angle of 35°19'59" and a radius of 1,145.00 feet and the chord of which bears North 24°47'53" West a distance of 694.96 feet; thence along the arc of said curve 706.10 feet; thence North 22°48'11" West 51.45 feet to the East line of that parcel of land described in Book 742 at
Page 168 of said Larimer County records; thence North 00°20'30" East, along said East line, and along the East line of said Parcel as described in Book 742 at Page 168, a distance of 567.00 feet to the POINT OF BEGINNING.

Parcel 2:
A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:

Considering the West line of said Southeast Quarter as bearing North 00°20'30" East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto;
Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along the West Line of the Southeast Quarter Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45'05" East, 449.05 feet to the POINT OF BEGINNING; thence continuing along said North line North 89°45'05" East, 884.81 feet to the East line of the Southwest Quarter of the Southeast Quarter; thence along said East line; South 00°04'42" East, 1,205.63 feet to the Easterly Colorado State Highway 402; thence along said Right-of-Way North 28°09'47" West, 104.15 feet to a point on a curve concave to the Southwest having a central angle of 40°47'24", a radius of 589.00 feet and chord of which bears North 23°51'05" West, 410.52 feet; thence along the arc of said curve 419.32 feet; thence North 42°25'32" West, 995.05 feet to the Point of Beginning.

Parcel 3:
A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:

Considering the West line of said Southeast Quarter as bearing North 00°20'30" East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto;
Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along said West Line of the Southeast Quarter of Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45'05" East, 166.97 feet to a point on the State Highway Right-of-Way point also being the POINT OF BEGINNING of Parcel B; thence continuing along the Right-of-Way the following ten courses, South 02°40'46" East, 221.97 feet; thence South 10°51'06" East, 200.00 feet; thence
South 23°03'56" East, 792.37 feet; thence South 64°19'33" East, 119.42 feet; thence South 82°15'14" East, 305.42 feet; thence North 89°45'35" East, 123.74 feet; thence North 43°46'23" East, 152.40 feet; thence North 34°23'15" East 20.41 feet to a point on a curve concave to the Southwest having a central of 40°28'02" a radius of 479.00 feet and the chord of which bears North 24°00'46" West, 331.32 feet; thence along the arc of said curve 338.31 feet; thence tangent from said curve North 42°25'48" West, 1084.77 feet to a point on a curve concave to the Northeast having a central angle of 00°36'52" a radius of 1,251.38 feet and the chord of which bears North 42°14'10" West, 13.42 feet; thence along the arc of said curve 13.42 feet; thence departing said Right-of-Way and along said line South 89°45'05" West 133.69 feet to the Point of Beginning.

Said parcel contains 2,605,773 Square Feet or 59.820 Acres more or less by this survey.

do hereby cause said land to be laid out and platted under the name of NORTH RIDGE SUBDIVISION, and do hereby dedicate to the public forever all public rights of way, easements and other places designated or described for public uses. All conditions, terms and specifications designated or described herein shall be binding on the owners, their heirs, successors and assigns.

Owners:

_____
NAME

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20___.
Witness my Hand and Official Seal.
My commission expires: _____.

LIENHOLDERS

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20___.
Witness my Hand and Official Seal.
My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks, certify that this plat accurately represents the results of a survey made by me or under my responsible charge.

DRAFT

_____
Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

TOWN COUNCIL

This plat, to be known as NORTH RIDGE 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___.

_____ Attest:_____
Mayor Town Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing North 89°31'03" East, a distance of 1320.19 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 459-h0634620-081-KT6, Amendment No. 1, dated May 26, 2021, as prepared by Heritage Title Company to delineate the aforesaid information.
This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

FLOOD PLAIN NOTE

The subject property is in flood zone 'X', "areas determined to be outside the 0.2% annual chance of floodplain" per FEMA flood map 08069C1213F effective December 19, 2006.

MAINTENANCE NOTE: Maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property Owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the development agreement. Should the Owner fail to adequately maintain said facilities, the Town of Johnstown shall have the right to enter said land for the purposes of operations and maintenance. All such maintenance costs incurred by the Town will be assessed to the property Owner.

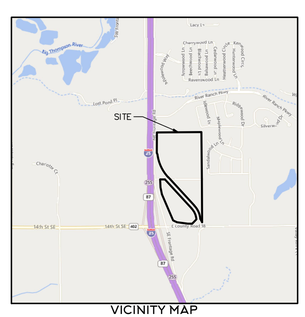
GENERAL OVERLOT DRAINAGE NOTE: Lots and Tracts as platted may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town of Johnstown requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town of Johnstown. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner. Should the owner fail to adequately maintain said facilities, the Town of Johnstown 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 incurred by the Town will be assessed to the property owner.

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTERLINE
- ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- SET 24" OF #4 REBAR WITH RED PLASTIC CAP LS 38348

N

0 100 200 Feet


SITE
Big Thompson River
Lake 1
Cherrywood Ln
Rosewood Ln
Rose Berry Wayne
Lost Pond Pl
Blue Heron Ln
Silverado Ln
Charlotte Ct
Mountain View Blvd
Mountain View Ln
Mountain View Ln
Mountain View Ln

NORTH RIDGE SUBDIVISION

Being a Subdivision of Multiple Parcels

Situate in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M.

Town of Johnstown, County of Larimer, State of Colorado

N

0 100 200 Feet

LEGEND

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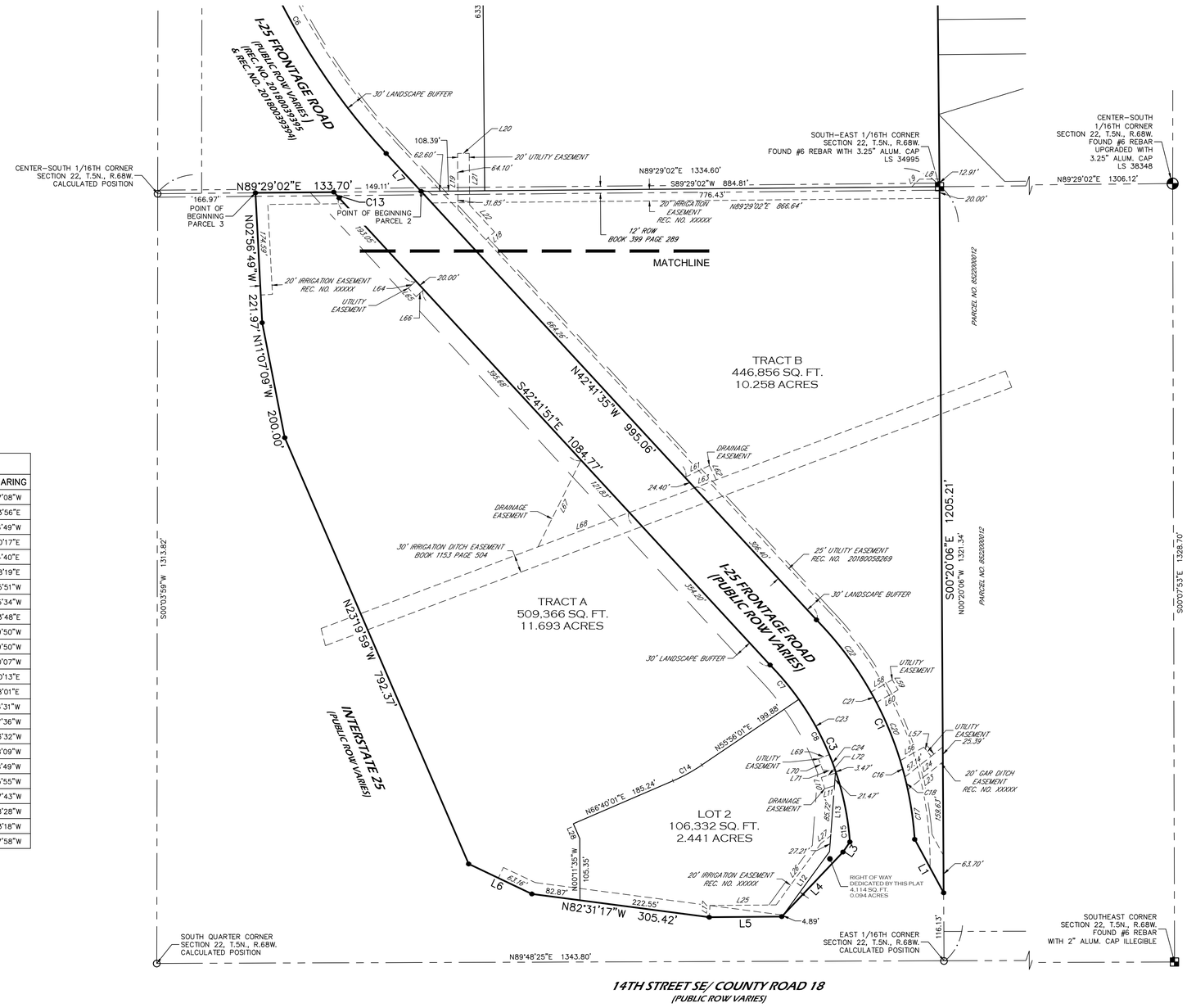


LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°25'50"W	103.67'
L2	N23°04'14"W	50.49'
L3	N34°07'12"E	20.41'
L4	N43°30'20"E	152.40'
L5	N89°29'32"E	123.74'
L6	S64°35'36"E	119.42'
L7	N42°42'51"W	88.01'
L8	N89°51'08"E	34.07'
L9	N44°51'08"E	18.69'
L10	N16°59'01"W	20.00'
L11	S73°00'59"W	17.39'
L12	S36°09'14"W	134.12'
L13	S04°19'20"W	137.87'
L14	N00°28'55"W	45.00'
L15	N00°03'59"E	20.00'
L16	N00°28'57"W	11.60'
L17	N03°29'08"E	20.05'
L18	N47°06'46"E	20.00'
L19	N00°30'58"W	95.94'
L20	N89°29'02"E	20.00'
L21	S00°30'58"E	88.23'
L22	S42°41'08"E	62.52'
L23	N51°38'03"E	76.28'
L24	N51°38'03"E	82.50'
L25	N89°29'32"E	113.07'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N36°04'32"E	129.76'
L27	N51°38'03"E	21.18'
L28	N23°19'59"W	27.50'
L29	N90°00'00"W	20.35'
L30	N62°05'46"W	49.60'
L31	N38°16'24"W	75.00'
L32	N15°30'37"W	58.06'
L33	N00°28'55"W	50.00'
L34	N89°31'05"E	125.00'
L35	S89°31'05"W	20.00'
L36	S00°03'07"W	19.81'
L37	S89°56'53"E	20.02'
L38	N00°00'00"E	19.81'
L39	S00°03'59"W	78.82'
L40	S89°56'01"E	20.00'
L41	N00°03'59"E	78.83'
L42	N89°56'01"W	25.00'
L43	N00°03'59"E	18.22'
L44	S89°56'01"E	25.00'
L45	N89°47'31"E	14.95'
L46	S00°28'57"E	20.00'
L47	S89°47'31"W	15.00'
L48	S00°03'07"W	15.19'
L49	N89°56'53"W	20.00'
L50	N00°00'00"E	15.19'

LINE TABLE		
LINE	BEARING	LENGTH
L51	N00°00'00"E	54.18'
L52	S89°56'01"E	20.00'
L53	S00°03'59"W	54.16'
L54	N71°31'53"E	39.64'
L55	N18°28'07"W	26.62'
L56	N60°06'24"E	46.40'
L57	S38°21'57"E	20.00'
L58	S59°52'52"W	42.15'
L59	N30°07'08"W	20.00'
L60	N59°52'52"E	42.72'
L61	N63°55'45"E	46.08'
L62	S26°04'15"E	27.11'
L63	N69°22'33"E	39.28'
L64	N47°06'45"E	17.72'
L65	N42°53'15"W	20.00'
L66	S47°06'45"W	17.65'
L67	S26°18'21"W	165.33'
L68	N69°22'33"E	166.56'
L69	S68°46'04"W	20.00'
L70	S21°13'56"E	20.00'
L71	S84°16'01"E	22.09'
L72	N73°00'59"E	25.19'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	419.32'	589.00'	40°47'23"	410.52'	N24°07'08"W
C2	706.10'	1145.00'	35°19'59"	694.96'	S25°03'56"E
C3	338.31'	479.00'	40°28'01"	331.32'	N24°16'49"W
C4	37.53'	1145.00'	1°52'41"	37.53'	S08°20'17"E
C5	118.61'	1145.00'	5°56'07"	118.56'	S12°14'40"E
C6	549.96'	1145.00'	27°31'11"	544.69'	S28°58'19"E
C7	76.62'	479.00'	9°09'55"	76.54'	N39°55'51"W
C8	138.04'	479.00'	16°30'41"	137.56'	N27°05'34"W
C9	32.43'	20.00'	92°54'01"	28.99'	S55°43'48"E
C10	47.39'	230.00'	11°48'17"	47.30'	S84°09'50"W
C11	34.51'	167.50'	11°48'17"	34.45'	S84°09'50"W
C12	31.80'	20.00'	91°05'42"	28.55'	S30°20'07"W
C13	13.42'	1251.38'	0°36'52"	13.42'	S42°30'13"E
C14	56.20'	300.00'	10°44'01"	56.12'	N61°18'01"E
C15	123.65'	479.00'	14°47'25"	123.31'	N11°26'31"W
C16	29.10'	589.00'	2°49'51"	29.10'	N15°37'36"W
C17	85.70'	589.00'	8°20'11"	85.62'	N07°53'32"W
C18	22.11'	589.00'	2°09'03"	22.11'	N13°08'09"W
C19	11.39'	167.50'	3°53'45"	11.39'	S76°18'49"W
C20	107.39'	589.00'	10°26'48"	107.24'	N22°15'55"W
C21	20.01'	589.00'	1°56'47"	20.01'	N28°27'43"W
C22	155.01'	589.00'	15°04'43"	154.56'	N36°58'28"W
C23	108.01'	479.00'	12°55'12"	107.78'	N28°53'18"W
C24	30.02'	479.00'	3°35'29"	30.02'	N20°37'58"W

DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

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. (13-80-105 C.R.S. 2012)

MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJECT NO: 2020124	PROJECT NAME: NORTH RIDGE	REVISIONS:	DATE:
DATE: 6-11-2021	CLIENT: J.U.B.	REDLINES	11-9-21
		REDLINES	11-16-21
DRAWN BY: SIP	FILE NAME: 2020124SUB	REDLINES	3-9-22
		REDLINES	5-24-22
CHECKED BY: SIP	SCALE: 1" = 100'	REDLINES	9-1-22

2

SHEET 2 OF 2

Town of Johnstown

PLANNING & ZONING COMMISSION
STAFF ANALYSIS REPORT

ITEM:	**Public Hearing and Consideration for the North Ridge Preliminary/Final Plat (SUB21-0011)**
DESCRIPTION:	Proposed four lot and two tract subdivision on approximately 60 acres.
LOCATION:	Northeast corner of the I-25 and Freedom Parkway (County Road 18) intersection
APPLICANT:	Roy Bade, CaliberCos.
STAFF:	Justin Currie, Planner II
HEARING DATE:	November 16, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat

PROJECT SUMMARY

The Applicant, CaliberCos, is requesting consideration of a Preliminary/Final Subdivision Plat encompassing approximately 60 acres. The proposed plat includes four (4) development-ready lots and two (2) large tracts that will need further subdividing and be subject to site planning and other related development processes.

The primary access will be from the existing Frontage Road that runs diagonally through the property and connects at Freedom Parkway (County Road 18) to the south, and Ronald Reagan Blvd. to the north. Additional street right-of-way will be dedicated with this plat to ensure the Frontage Road can be built to an appropriate minor arterial cross-section. Colleen Street (new) will transect Lots 3 and 4 to provide access to Lot 1 on the eastern portion of the property. *Note that Lot 1 is the subject of the North Ridge at TRR neighborhood being reviewed and considered concurrently.*

Utilities include water and sanitary sewer lines to be installed with the public improvements required for the Frontage Road, along with a proposed connection to the existing systems north of Lot 1, in the Thompson River Ranch subdivision.

Streetscape and trees will be installed along the Frontage Road and Colleen Street with construction of the improvements associated with this plat. The remaining landscaping will be provided as lots and tracts develop and get reviewed in future development review processes.

Additional features on the subdivision plat illustrate existing and proposed easements for future utility locations, along with the removal and piping of the existing Gard Lateral Irrigation Ditch that is located along the southern boundary of the property.

Zoning: PUD-MU (Mixed Use)
PUD: North Ridge PUD / Outline Development Plan (2022)

ADJACENT ZONING & LAND USE

North PUD-MU –Thompson River Ranch Single Family neighborhood
East PUD-MU –Thompson River Ranch Single Family neighborhood and RR2 – Larimer County Rural Residential
South PUD-MU – The Ridge Mixed-Use area (undeveloped)
West I-25 and PUD-MU–Mountain View Farms (undeveloped)

PROPERTY LAND USE HISTORY

This property has historically been undeveloped ag land, in Larimer County. The property was annexed as two separate annexations, the 402 Exchange Business Park Annexation, Ordinance 2005-747, and the North Ridge Annexation, Ordinance 2021-204. Zoning was established as PUD-MU (Mixed Use).

PUBLIC NOTICE & COMMENT

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, October 27, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. Neighborhood meetings were held in conjunction with the recent Outline Development Plan related to land uses, however no new meetings were held for this subdivision project.

STAFF ANALYSIS

Staff has no outstanding concerns with this simple “super-pad” subdivision, which will create lots and tracts for future development and provide adequate infrastructure to support that development. Staff believes the proposed Preliminary/Final Subdivision Plat substantially comply with Town Code and regulations; and meet the development standards of the North Ridge PUD Outline Development Plan; and meet the Town goal of efficient development patterns and extension of infrastructure.

Full administrative and technical review of engineering reports (utility, drainage, traffic) and engineering plans and drawings accompanied this subdivision. Development of the public improvements is anticipated to be imminent upon approval of the subdivision, development agreement, and final engineering plans.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings:
It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested North Ridge Preliminary/Final Subdivision Plat and be approved based upon the following findings:

1. The proposed subdivision is in alignment with the current Johnstown Area Comprehensive Plan and its Future Land Use Plan.

2. The proposed subdivision appears serviceable by Town systems, services, and utilities, with required improvements that will are reflected in development and construction plans.

Recommended Motion to Approve:
Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the North Ridge Preliminary/Final Subdivision 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 based upon the findings as stated in this report.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the North Ridge Preliminary/Final Subdivision Plat based upon the following findings…"

Planner:

Justin Currie, Planner II

Town of Johnstown

NORTH RIDGE SUBDIVISION

Preliminary/Final Subdivision Plat (SUB21-0011)

Town Council Meeting

December 5, 2022

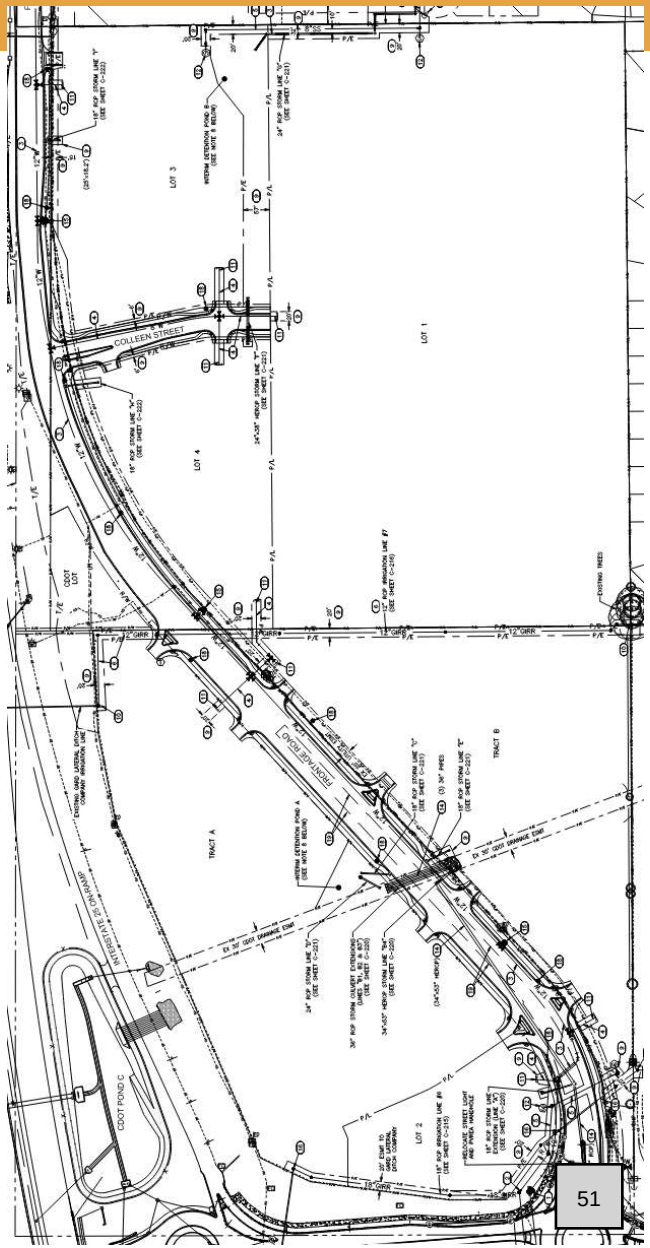
PROJECT HISTORY

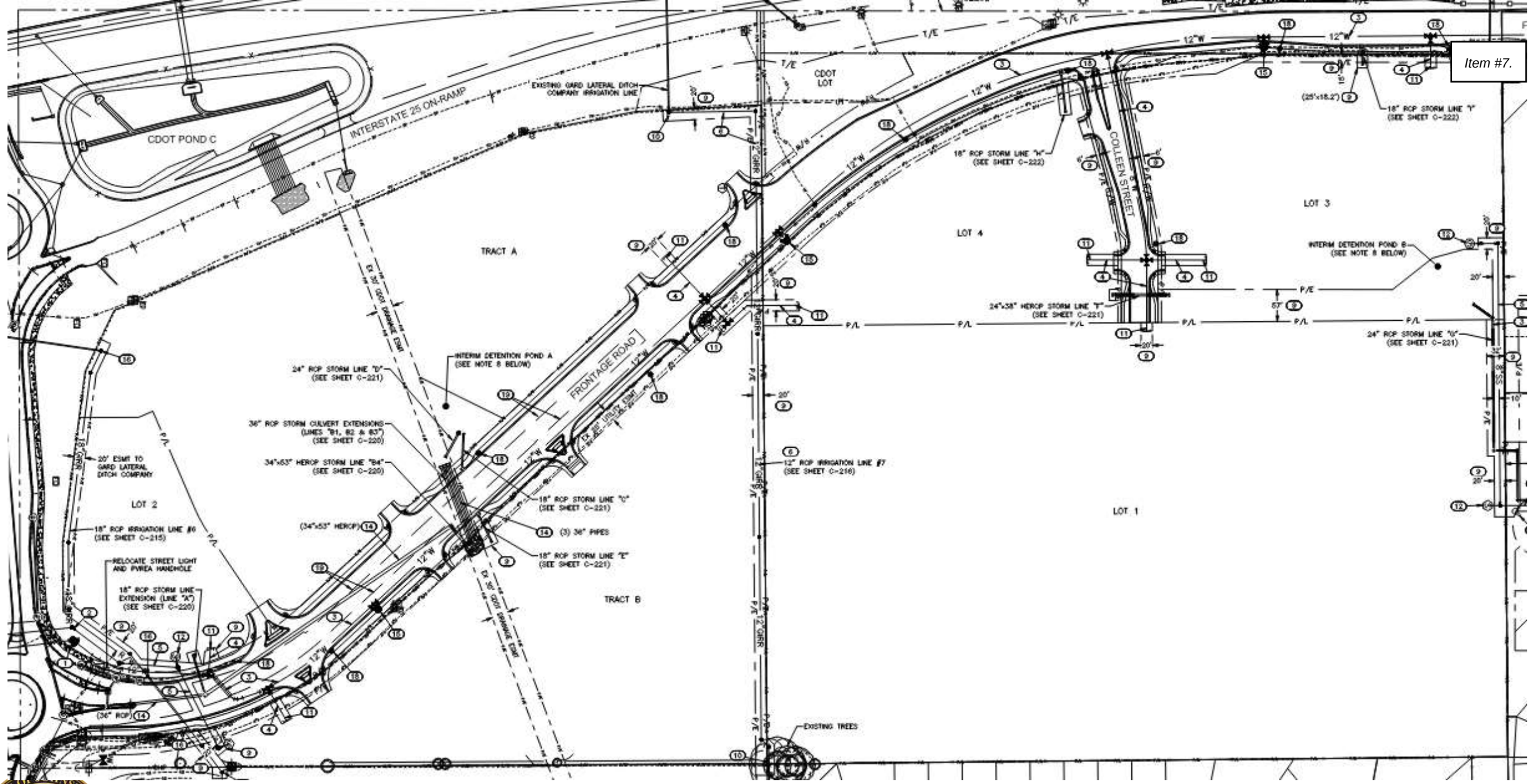
- Two separate Annexations
  - 2005: 402 Exchange Business Park Annexation
    - Zoned PUD-MU
  - 2021: North Ridge Annexation
    - Zoned PUD-MU

- September 2021: North Ridge Outline Development Plan (ODP)

PROJECT OVERVIEW

- Approx. 60 acres
- 4 development ready lots and 2 large tracts that will need further subdividing.
- Access from Frontage Road and new Colleen Street.
- Required to build Frontage Road from current 2-lane Road to Minor Arterial Street Standards.
- Utilities will be (water, sanitary sewer) constructed with Frontage Road improvements.
- Landscaping will be included along the Frontage Road and Colleen Street.
- All other on-site improvement requirements (open space, parks, utilities, trails, etc.) will be addressed as lots develop.




CDOT POND C
INTERSTATE 25 ON-RAMP
EXISTING GARD LATERAL DITCH COMPANY IRRIGATION LINE
CDOT LOT
TRACT A
TRACT B
FRONTAGE ROAD
COLLEEN STREET
LOT 1
LOT 2
LOT 3
LOT 4
INTERIM DETENTION POND A (SEE NOTE 8 BELOW)
INTERIM DETENTION POND B (SEE NOTE 8 BELOW)
24" RCP STORM LINE "D" (SEE SHEET C-221)
36" RCP STORM CULVERT EXTENSIONS (LINES "B1, B2 & B3") (SEE SHEET C-220)
34"x53" HERCP STORM LINE "B4" (SEE SHEET C-220)
18" RCP STORM LINE "C" (SEE SHEET C-221)
(3) 36" PIPES
18" RCP STORM LINE "E" (SEE SHEET C-221)
12" RCP IRRIGATION LINE #7 (SEE SHEET C-216)
20' ESMT TO GARD LATERAL DITCH COMPANY
18" RCP IRRIGATION LINE #6 (SEE SHEET C-215)
RELOCATE STREET LIGHT AND PVREA HANDHOLE
18" RCP STORM LINE EXTENSION (LINE "A") (SEE SHEET C-220)
18" RCP STORM LINE "H" (SEE SHEET C-222)
18" RCP STORM LINE "I" (SEE SHEET C-222)
24"x38" HERCP STORM LINE "F" (SEE SHEET C-221)
24" RCP STORM LINE "G" (SEE SHEET C-221)
EXISTING TREES

STAFF ANALYSIS

- Staff has no outstanding concerns.
- Proposed project is in substantial compliance with the Town's codes, regulations, and standards.
- Public concerns to date related to current grading work and construction coordination and timing.
- PZC Hearing held on November 30, 2022.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Resolution 2022-49 Approving the North Ridge at TRR Preliminary/Final Subdivision Plat and Development Plan (SUB21-0023)

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-49 Approving the North Ridge at TRR Preliminary/Final Subdivision Plat and Development Plan

ATTACHMENTS:
1. Resolution 2022-49
2. Vicinity Map
3. Subdivision Plat
4. Development Plan
5. PZC Agenda Memorandum for Preliminary/Final Plat
6. Public Comment
7. Staff Presentation
8. Applicant Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Clayton Properties Group II, Inc., requests consideration of a Preliminary/Final Subdivision Plat encompassing approximately 24 acres of land. The property is located on the northeast corner of the I-25 and Freedom Parkway (Larimer County Road 18) intersection (see Attachment 2), and is within the North Ridge Subdivision and the area governed by the North Ridge Outline Development Plan (ODP).

The proposed plat and development plan would create 196 lots ranging in lot size from 2,100 SF to 3,436 SF. The ODP permits lots as small as 1,400 SF to accommodate this cluster-style configuration. All lots will be designed as “cluster homes,” with shared access drives to 2-car garages and front-facing on a common green area. This development includes a 1.8-acre park, and just over 7 acres of open space with a trail along the east side connecting to the internal sidewalk network of the adjacent Thompson River Ranch neighborhood.

This property has historically been undeveloped ag land, in Larimer County. The property was annexed as the North Ridge Annexation, Ordinance 2021-204, with zoning of PUD-Mixed Use.

The Outline Development Plan for North Ridge was also approved in 2021 encompassing this parcel as well as adjacent land of approximately 60 acres. The subdivision plat (North Ridge Subdivision Plat) creating this lot is currently under review and must be approved and recorded before this project and plat can be finalized.

The Planning & Zoning Commission (PZC) held a public hearing on November 30, 2022, to consider the proposed project, the Planning & Zoning Commission Agenda Memorandum (Attachment 6) provides background and description of the property. One public comment was received and centered mostly on guest parking and the location of Colleen Street in relation to the existing river Ranch Parkway intersection.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the Applicant. Based upon the materials submitted, analysis, and findings presented, the PZC approved a motion to recommend to Town Council approval of this Preliminary/Final Subdivision Plat and Development Plan.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2022-49 approving the North Ridge at TRR Preliminary/Final Subdivision Plat and Development Plan.

SUGGESTED MOTIONS:

For Approval: I move that the Town Council approve Resolution 2022-49 approving the North Ridge at TRR Preliminary/Final Subdivision Plat and Development Plan.

For Denial: I move that the Town Council deny Resolution 2022-49 as presented.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-49

APPROVING THE PRELIMINARY/FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR NORTH RIDGE AT THOMPSON RIVER RANCH, A DEVELOPMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 23.349 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, Clayton Properties Group II, Inc., a Colorado corporation, submitted an application to the Town for approval of a Preliminary/Final Plat and Final Development Plan for North Ridge at Thompson River Ranch, a development located in the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 23.349 acres; and

WHEREAS, on November 30, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat and Final Development Plan; and

WHEREAS, on December 5, 2022, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and Final Development Plan and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat and Final Development Plan for North Ridge at Thompson River Ranch are consistent with the Town's Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town's regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat and Final Development Plan for North Ridge at Thompson River Ranch.

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for North Ridge at Thompson River Ranch, a development located in the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 23.349 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Final Development Plan Approval: The Final Development Plan for North Ridge at Thompson River Ranch, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Plat and thereafter record the Preliminary/Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of December, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____
Hannah Hill, Town Clerk Gary Lebsack, Mayor

LARIMER COUNTY
Enterprise GIS

North Ridge at TRR Vicinity Map

Legend

- Tax Parcels
- PLSS Township and Range
- PLSS Sections
- PLSS Quarter Sections
- Railroads
- Major Road System
- Road System
- Lakes and Ponds
- Major Rivers and Streams
- Rivers and Streams
- County Boundary
- Rocky Mountain National Park
- Incorporated Areas
- City or Town
- County
- State
- Federal
- Other

COLARI21-SID-LTD-2INCH.sid

- Red: Band_1
- Green: Band_2
- Blue: Band_3

COLARI21-SID-AW-6INCH.sid

- Red: Band_1

Notes

0.3 0 0.14 0.3 Miles

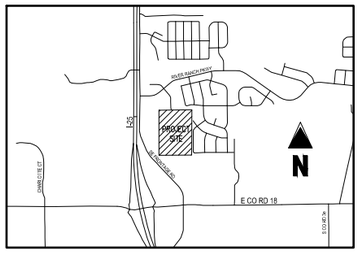
Date Prepared: 11/10/2022 4:21:39 PM 1: 12,000

NAD_1983_HARN_StatePlane_Colorado_North_FIPS_0501_Feet

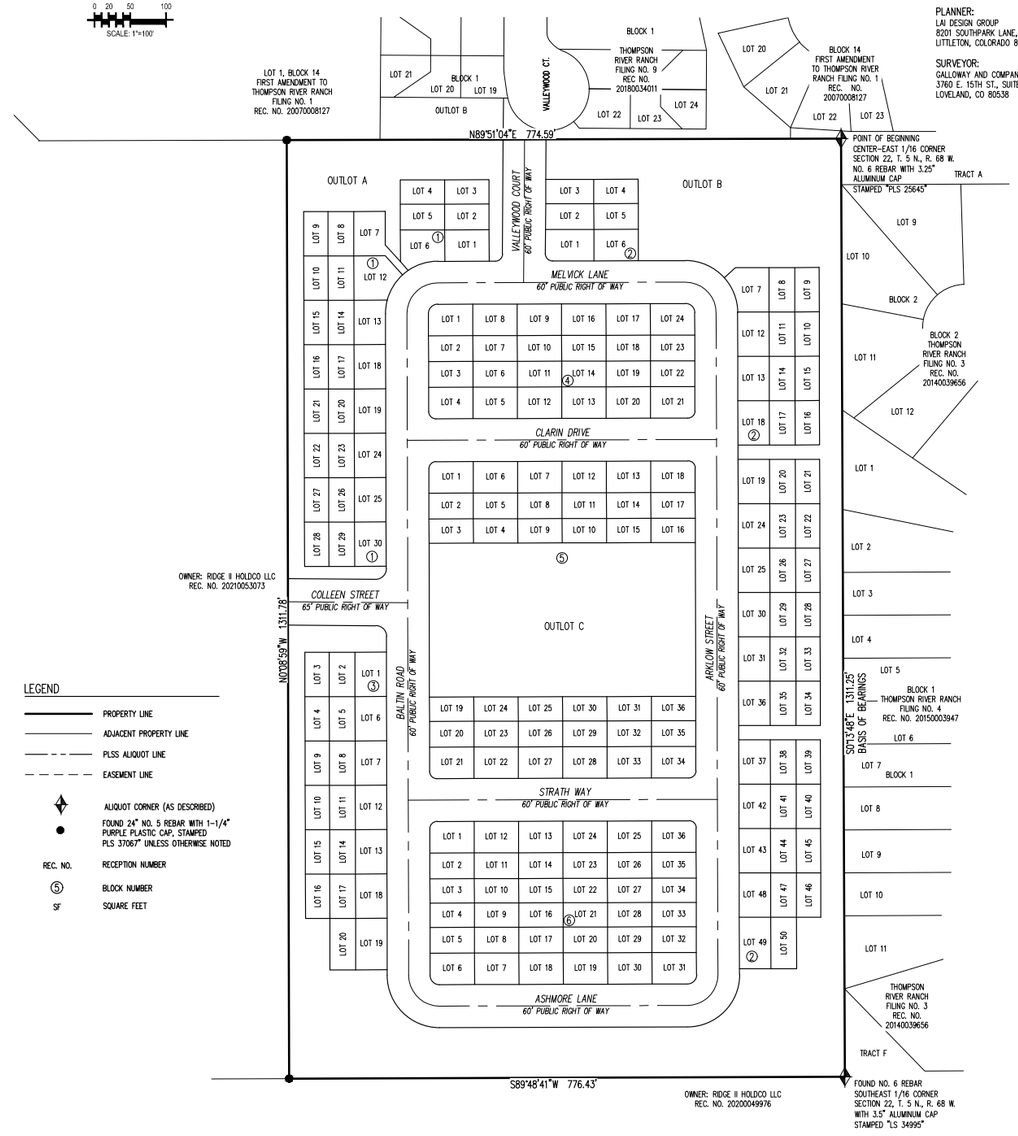
This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of this content.

NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE



OWNER & DEVELOPER:
CLAYTON PROPERTIES GROUP II, INC.
5000 CLAYTON ROAD
MARYVILLE, TN 37804

ENGINEER:
GALLOWAY AND COMPANY, INC.
3760 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:
LAI DESIGN GROUP
8201 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
GALLOWAY AND COMPANY, INC
3760 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT CLAYTON PROPERTIES GROUP II INC., BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTER-EAST 1/16 CORNER OF SAID SECTION 22, MONUMENTED WITH NO. 6 REBAR WITH 3.25' ALUMINUM CAP, STAMPED PLS 25645;

THENCE S00°13'48"E, A DISTANCE OF 1311.25 FEET ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE SOUTHEAST 1/16TH CORNER, MONUMENTED 3.5' ALUMINUM CAP, STAMPED LS 34995;

THENCE S89°48'41"W, A DISTANCE OF 776.43 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24'; NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067;

THENCE N00°08'59"W, A DISTANCE OF 1311.78 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24'; NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067;

THENCE N89°51'04"E, A DISTANCE OF 774.59 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,017,094 SQUARE FEET OR 23.349 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **NORTH RIDGE AT TRR** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY_____

NAME: _____

TITLE: _____

STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____2021, BY _____, AS _____ (NAME) _____OF CLAYTON PROPERTIES GROUP II, INC. (TITLE)

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

GENERAL NOTES

1. BASIS OF BEARING: THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 IS ASSUMED TO BEAR S 00°13'48" E, A DISTANCE OF 1311.25', MONUMENTED AT THE NORTH END BY NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED "PLS 25645" AND AT THE SOUTH END BY NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED "LS 34995" WITH ALL OTHER BEARINGS RELATIVE THERETO.
2. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
3. PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1213F, HAVING AN MAP REVISED DATE OF DECEMBER 19, 2006, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAT ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAT ON SQUARE MILE). THIS SURVEY DEPICTS THIS DESIGNATION BY GRAPHIC PLOTTING ONLY.
4. ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
5. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
6. 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.
7. 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
8. THIS SURVEY ACCEPTS THE FOUND MONUMENTS AS SHOWN HEREON AS BEING IN ACCORDANCE WITH THE RECORDED PLATS AND AS BEST EVIDENCE OF THE BOUNDARY OF THE SUBJECT PROPERTY. THIS PLAT WAS DRAFTED AND PLACEMENT WAS VERIFIED BY SAID PROPERTY CORNER MONUMENTS.
9. THE EASEMENTS AS SHADED ON LOTS 1-30, BLOCK 1, LOTS 1-50, BLOCK 2, LOTS 1-20, BLOCK 3, LOTS 1-24, BLOCK 4, LOTS 1-36, BLOCK 5 AND LOTS 1-36, BLOCK 6 ARE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENTS TO BE MAINTAINED AS FOLLOWS:
   A. SANITARY SEWER MAIN AND MANHOLES BY TOWN OF JOHNSTOWN.
   B. WATER MAIN, BLOW-OFF, CORPORATION STOP SERVICE PIPING UP TO AND INCLUDING THE CURB STOP MAINTAINED BY THE TOWN OF JOHNSTOWN.
   C. SURFACE MAINTENANCE INCLUDING PAVING AND LANDSCAPE WITHIN EASEMENT SHALL BE MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT # 5.
   D. ALL REMOVALS OR DAMAGES TO PAVING OR LANDSCAPE RESULTING FROM TOWN OF JOHNSTOWN UTILITY (WATER OR SANITARY) SERVICE IS THE RESPONSIBILITY OF THOMPSON CROSSING METRO DISTRICT # 5.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **NORTH RIDGE AT TRR,** 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 _____, 2021.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **NORTH RIDGE AT TRR** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2021.

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

PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	89°27'08"	15.61	10.00	N45°07'27"E	14.07
C2	90°00'00"	114.67	73.00	N44°51'01"E	103.24
C3	90°33'00"	23.71	15.00	N45°07'31"E	21.31
C4	89°27'00"	23.42	15.00	N44°52'29"W	21.11
C5	90°00'00"	114.67	73.00	N45°08'59"W	103.24
C6	90°00'00"	114.67	73.00	S44°51'01"W	103.24
C7	90°00'00"	114.67	73.00	S45°08'59"E	103.24
C8	90°32'52"	15.80	10.00	S44°52'33"E	14.21
C9	90°00'00"	20.42	13.00	S44°51'01"W	18.38
C10	90°00'00"	15.71	10.00	S45°08'59"E	14.14
C11	90°00'00"	15.71	10.00	N44°51'01"E	14.14
C12	90°00'00"	20.42	13.00	N45°08'59"W	18.38
C13	90°00'00"	15.71	10.00	S44°51'01"W	14.14
C14	90°00'00"	15.71	10.00	S45°08'59"E	14.14
C15	90°00'00"	15.71	10.00	N44°51'01"E	14.14
C16	90°00'00"	15.71	10.00	N45°08'59"W	14.14
C17	90°00'00"	15.71	10.00	S44°51'01"W	14.14
C18	90°00'00"	20.42	13.00	S45°08'59"E	18.38
C19	90°00'00"	20.42	13.00	N44°51'01"E	18.38
C20	90°00'00"	15.71	10.00	N45°08'59"W	14.14
C21	34°12'50"	43.59	73.00	S72°44'36"W	42.95
C22	7°52'19"	10.03	73.00	S51°42'02"W	10.02
C23	32°49'41"	41.83	73.00	S31°21'02"W	41.26
C24	15°05'11"	19.22	73.00	S7°23'37"W	19.17
C25	0°47'06"	1.00	73.00	N0°32'32"W	1.00
C26	41°12'57"	52.51	73.00	N21°32'33"W	51.39
C27	47°59'58"	61.16	73.00	N66°09'00"W	59.38
C28	90°00'00"	67.54	43.00	S44°51'01"W	60.81
C29	90°00'00"	67.54	43.00	S45°08'59"E	60.81
C30	90°00'00"	67.54	43.00	N44°51'01"E	60.81
C31	90°00'00"	67.54	43.00	N45°08'59"W	60.81

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS ALIQUOT LINE
- EASEMENT LINE
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
- REC. NO. — RECEPTION NUMBER
- ⑤ — BLOCK NUMBER
- SF — SQUARE FEET

LAND USE SUMMARY						
NORTH RIDGE AT TRR						
OUTLOTS	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL
A	41,233	0.947	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT AND OPEN SPACE	
B	194,108	4.456	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY, DRAINAGE EASEMENT AND OPEN SPACE	
C	79,980	1.836	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY, DRAINAGE EASEMENT, OPEN SPACE AND PARK SPACE	
TOTAL OUTLOTS	315,321	7.239				31.00%
STREET RIGHT OF WAY	AREA (SQ. FT.)	AREA ACRES				
PUBLIC RIGHT OF WAY	232,814	5.345				22.89%
LOTS	AREA (SQ. FT.)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	468,958	10.766	196			46.11%
TOTAL AREA	1,017,094	23.349	TOTAL PERCENTAGE			100.00%

MAINTENANCE NOTE:

MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE.. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

GENERAL OVERLOT DRAINAGE NOTE:

LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN 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 OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN 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 INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

Gallowa
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

Item #8

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NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	2/11/2022	TOWN COMMENTS	AN
2	4/20/2022	TOWN COMMENTS	AN
3	6/16/2022	TOWN COMMENTS	AN
4	7/14/022	EASEMENT REVISION	AN

Project No:	CPG000013.01
Drawn By:	AN
Checked By:	FAK
Date:	10/21/2021

1
SHEET 1 OF 4

NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS AUQUOT LINE
- EASEMENT LINE
- AUIQUOT CORNER (AS DESCRIBED)
- FOUND 24" NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
- REC. NO. — RECEPTION NUMBER
- (5) — BLOCK NUMBER
- SF — SQUARE FEET
- AC — ACRES
- AE — ACCESS EASEMENT
- UE — UTILITIES EASEMENT
- DE — DRAINAGE EASEMENT
- PAE — PEDESTRIAN ACCESS EASEMENT
- (DIM) — ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS

N

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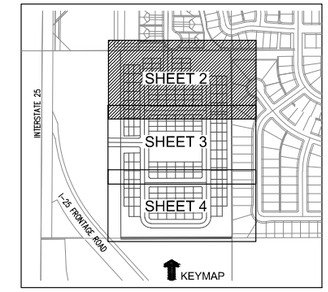
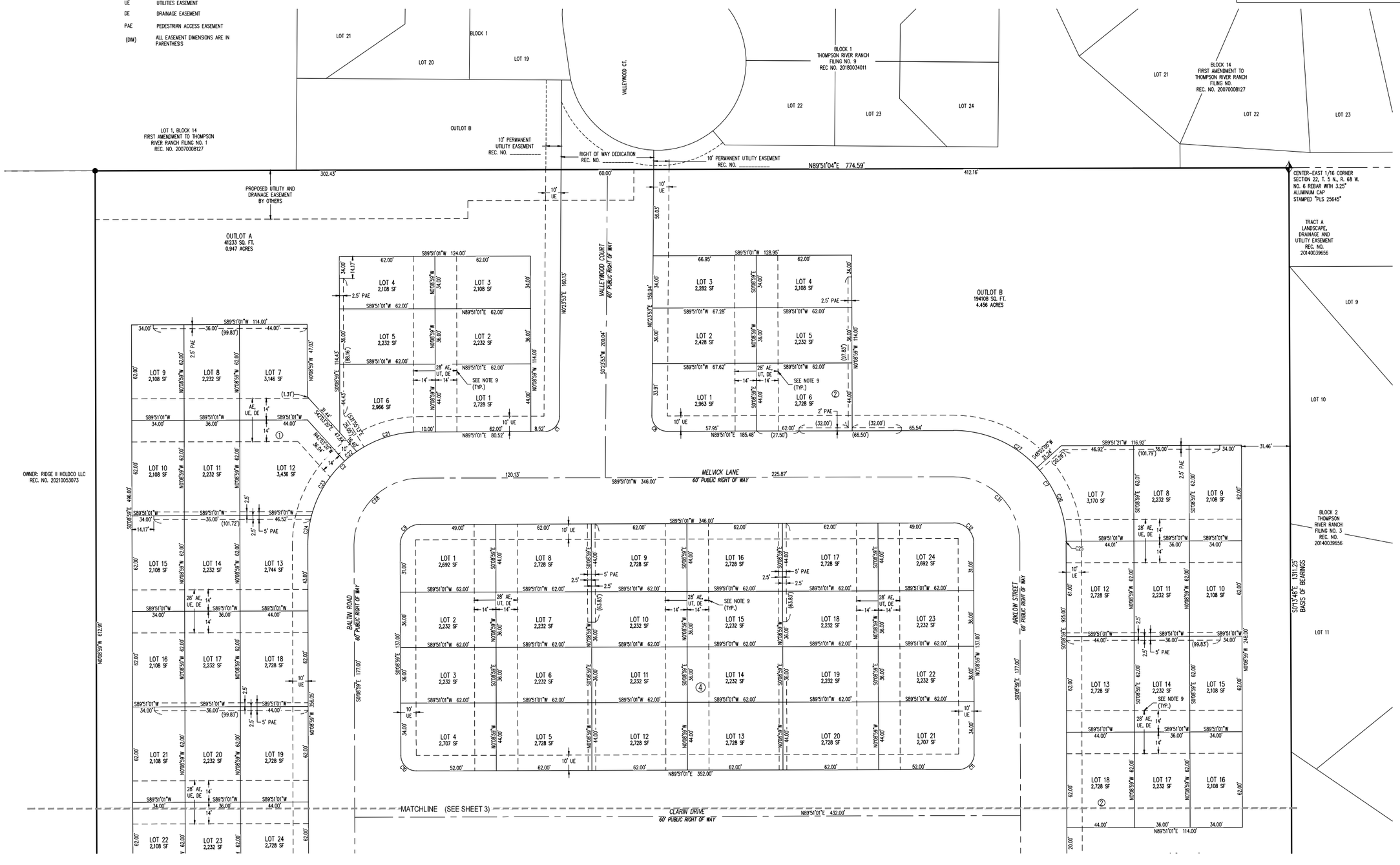
SCALE: 1"=30'





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NORTH RIDGE AT TRR

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Project No:	CPG000013.01
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Checked By:	FAK
Date:	10/29/2021

2

SHEET 2 OF 4

NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

LEGEND

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ADJACENT PROPERTY LINE	
PLSS ALIQUOT LINE	
EASEMENT LINE	
ALIQUOT CORNER (AS DESCRIBED)	
FOUND 24" NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED	
REC. NO.	RECEPTION NUMBER
5	BLOCK NUMBER
SF	SQUARE FEET
AC	ACRES
AE	ACCESS EASEMENT
UE	UTILITIES EASEMENT
DE	DRAINAGE EASEMENT
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(DIM)	ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS

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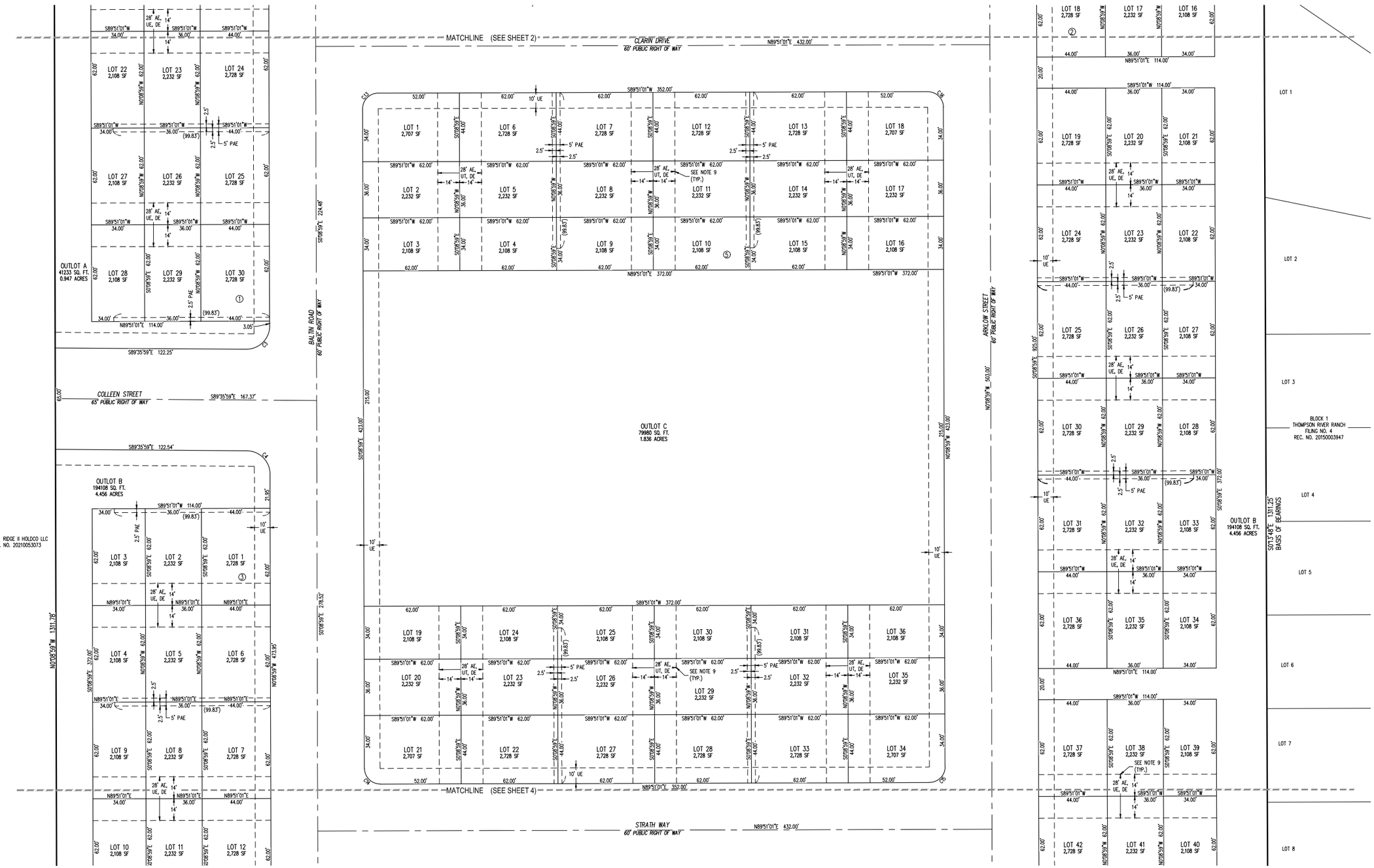

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NORTH RIDGE AT TRR

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4

SHEET 4 OF 4

NORTH RIDGE

FINAL DEVELOPMENT PLAN - NORTH RIDGE

JOHNSTOWN, COLORADO

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH/ PM, LARIMER COUNTY COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTER-EAST 1/16 CORNER OF SAID SECTION 22, MONUMENTED WITH NO. 6 REBAR WITH 3.25" ALUMINUM CAP, STAMPED PLS 25645;

THENCE S00°13'48"E, A DISTANCE OF 1311.25 FEET ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE SOUTHEAST 1/16TH/ CORNER, MONUMENTED 3.5" ALUMINUM CAP, STAMPED LS 34995;

THENCE S89°48'41"W, A DISTANCE OF 776.43 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24", NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067;

THENCE N00°08'59"W, A DISTANCE OF 1311.78 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24", NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067;

THENCE N89°51'04"E, A DISTANCE OF 774.59 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,017,094 SQUARE FEET OR 23.349 ACRES.

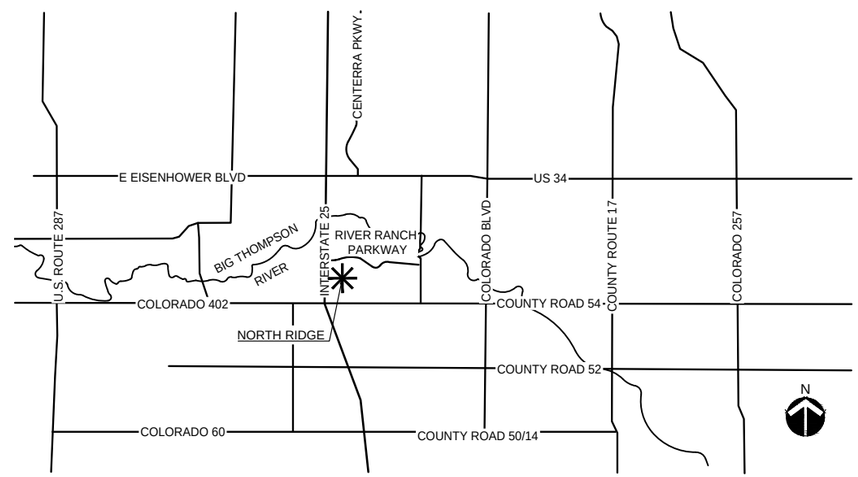
SHEET INDEX

SHEET	DESCRIPTION
L0.1	COVER SHEET
L0.2	SITE LOCATION MAP
L0.3	SITE PLAN
L0.4	TYPICAL LOTS
L1.1-1.7	LANDSCAPE PLANS
L2.1	LANDSCAPE DETAILS
C3.1-3.6	GRADING PLANS
C4.0	OVERALL UTILITY PLAN
L3.1-L3.3	SITE DETAILS
A1.1	ARCHITECTURE ELEVATIONS

GENERAL NOTES

1. THE NORTH RIDGE PUD PERFORMANCE STANDARDS AND GUIDELINES AS LISTED ON SHEET L0.4 DEFINE THE ZONING AND DEVELOPMENT STANDARDS FOR THE SUBJECT PROPERTY, AND SUPERSEDE STANDARD JOHNSTOWN DEVELOPMENT REQUIREMENTS. ITEMS NOT SPECIFICALLY ADDRESSED ON THESE PLANS OR IN THE PERFORMANCE STANDARDS & DESIGN GUIDELINES SHALL DEFER TO STANDARD TOWN CODE PROVISIONS FOR INTERPRETATION.
2. SEE SUBDIVISION PLAT AND CIVIL ENGINEER'S UTILITY PLANS FOR ALL EASEMENTS, TRACTS, OUT LOTS, LOT AREAS & DIMENSIONS, AND THE DESIGN OF STREETS & WALKS. THOSE SHOWN ON THESE PLANS ARE FOR ILLUSTRATIVE PURPOSE ONLY.
3. EXISTING ZONING OF THE SUBJECT PROPERTY IS PUD-MU.
4. COMMON OPEN SPACE AREAS INCLUDED WITH THIS FDP AND LANDSCAPING IN ADJACENT LOCAL STREET RIGHTS-OF-WAY ARE TO BE MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT #5.
5. PRIVATE OPEN SPACE (PRIVATE YARDS, PATIOS, DECKS, PRIVATE DRIVEWAYS AND THE LIKE IS TO BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER.
6. COMMON AREA LANDSCAPING (INCLUDING LANDSCAPING IN COLLECTOR STREET RIGHTS-OF-WAY) MAY BE PHASED ALONG WITH COMPLETION OF OTHER ADJACENT INFRASTRUCTURE IN THE DEVELOPMENT. SUCH COMMON AREA LANDSCAPING IS TO BE COMPLETED PRIOR TO THE ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR MORE THAN 75% OF THE HOMES IN THE AFFECTED CONSTRUCTION PHASE OR SUB-PHASE, OR IN ACCORDANCE WITH DEVELOPMENT AGREEMENT PROVISIONS ADDRESSING SEASONAL /WEATHER OR OTHER CONFLICTS AFFECTING THE ABILITY OF THE DEVELOPER/BUILDER TO COMPLETE SAID LANDSCAPING.
7. FINAL SITE PLANS AND LANDSCAPE CONSTRUCTION DOCUMENTS FOR "FUTURE DEVELOPMENT AREAS" NOTED ON THIS FDP WILL BE PROVIDED FOR REVIEW PRIOR TO BEGINNING WORK ON EACH CONSTRUCTION PHASE OR SUB-PHASE IN THOSE AREAS, EXCEPT AS NOTED ON THIS FDP.
8. THE DEVELOPER IS OBLIGATED TO INSTALL LANDSCAPING AND IRRIGATION CONSISTENT WITH THE PERFORMANCE STANDARDS & DESIGN GUIDELINES AS INDICATED ON LANDSCAPE CONSTRUCTION DOCUMENTS PROVIDED WITH EACH CONSTRUCTION PHASE.
9. BUILDING FOOTPRINTS, BUILDING TYPES, AND EXACT GARAGE PLACEMENT MAY VARY WITHIN BUILDING ENVELOPES SO LONG AS MINIMUM SETBACKS AND PARKING REQUIREMENTS ARE MET.
10. DRC AND JRC REVIEW AND APPROVAL OF REQUIRED ARCHITECTURAL PLANS (INCLUDING "TYPICALS" FOR ALL SINGLE FAMILY AND PATIO HOME MODELS, AND ANY BUILDINGS OTHER THAN SINGLE FAMILY DWELLINGS) SHALL BE COMPLETED AS REQUIRED BY THE PERFORMANCE STANDARDS & DESIGN GUIDELINES PRIOR TO THE ISSUANCE OF APPLICABLE BUILDING PERMITS.
11. ALL RESIDENTIAL STREET LIGHTING SHALL BE DOWN DIRECTED, SHARP CUT-OFF TYPE OR OTHERWISE DESIGNED TO PREVENT SPILLAGE OFF THE THOMPSON RIVER RANCH PROPERTY, AND SHALL BE DESIGNED FOR A MAXIMUM LEVEL OF ± 1 FOOT CANDLE, UNLESS OTHERWISE REQUIRED BY THE ELECTRIC UTILITY PROVIDER.
12. SIGHT DISTANCE INFORMATION WILL BE REQUIRED TO BE SHOWN ON THE DETAILED ENGINEERING SUBMITTALS, AND DETAILED LANDSCAPING PLANS TO CONFIRM THAT PROPOSED PLANT MATERIAL AND CORNER FENCING DO NOT ADVERSELY IMPACT REQUIRED SIGHT DISTANCE.
13. ALL NOTES AND CALLOUTS ON GRADING AND UTILITY PLANS THAT REFERENCE OTHER SHEETS REFER TO CIVIL ENGINEERING CONSTRUCTION DOCUMENTS.

VICINITY MAP



LOVELAND FIRE RESCUE AUTHORITY

REVIEWED AND ACCEPTED: _____ _____ Date

TOWN OF JOHNSTOWN

REVIEWED AND ACCEPTED: _____ Town Engineer, Town of Johnstown _____ Date

REVIEWED AND ACCEPTED: _____ Director of Planning and Development, Town of Johnstown _____ Date

REVIEWED AND ACCEPTED: _____ Public Works Department, Town of Johnstown _____ Date

Item #8

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NORTH RIDGE
JOHNSTOWN, COLORADO
FINAL DEVELOPMENT PLAN
COVER SHEET

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #:	201033
DRAWN BY:	TH
CHECKED BY:	RH

ISSUE RECORD

1ST SUBMITTAL	11/08/2021
2ND SUBMITTAL	02/16/2022
3RD SUBMITTAL	04/20/2022
4TH SUBMITTAL	06/17/2022
5TH SUBMITTAL	07/18/2022
6TH SUBMITTAL	11/07/2022

SHEET NUMBER

L0.1

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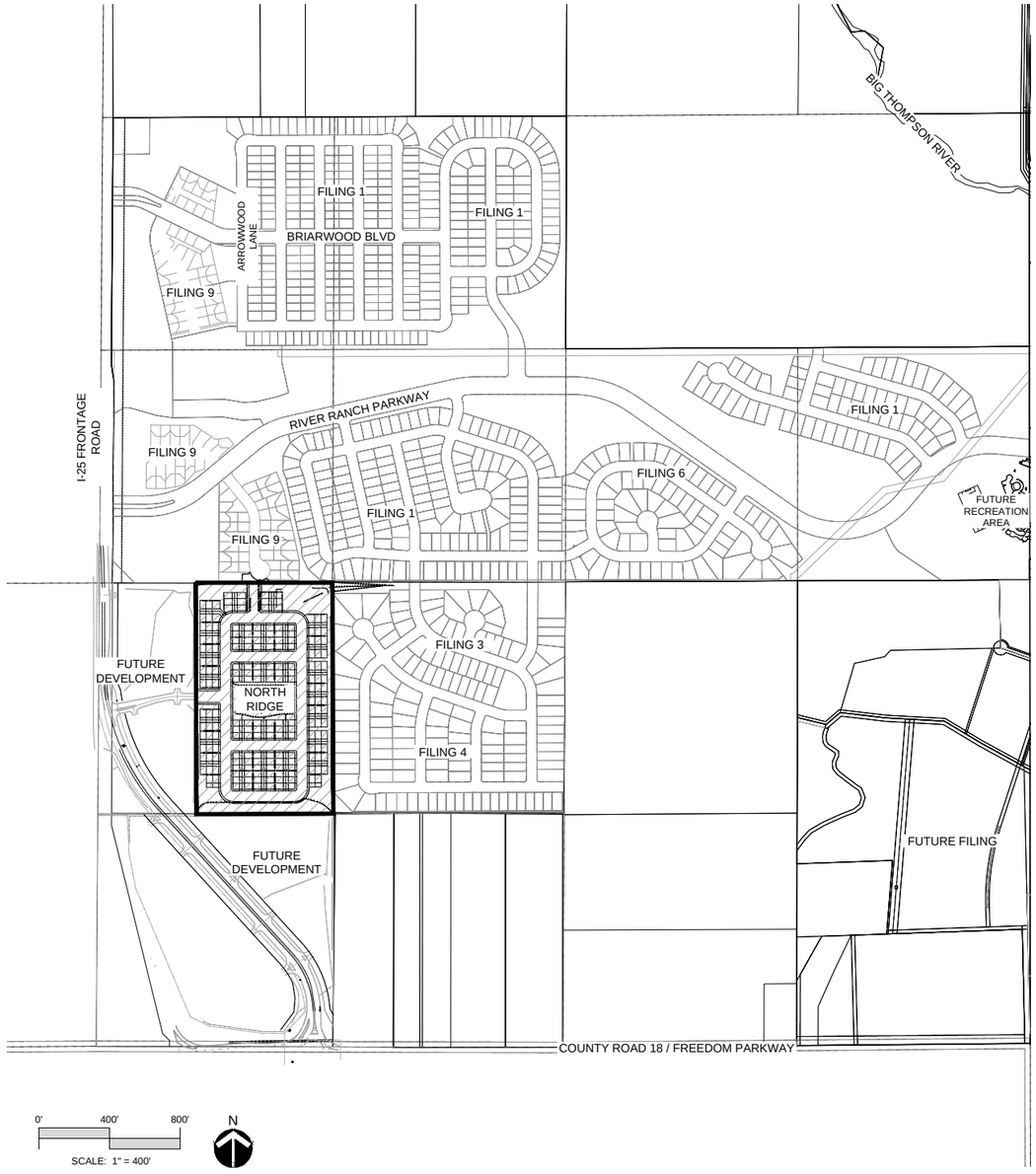

NORTH RIDGE DEVELOPMENT SUMMARY

SITE AREA	23.35 ACRES (1,017,094 SF)
PROPOSED UNITS	196 D.U.
DENSITY	8.39 D.U./AC.
OPEN SPACE REQUIREMENTS	
OPEN SPACE REQUIRED	30% (305,118 SF)
OPEN SPACE PROVIDED	31% (316,062 SF)
PUBLIC PARKS REQUIREMENTS	
GROSS SITE AREA	1,017,094 SF
STREET R.O.W.	-232,109 SF
NET SITE AREA	784,985 SF
REQUIRED PARK SPACE*	10.0% (78,499 SF)
PROVIDED PARK SPACE	10.4% (79,980 SF)

*REQUIRED PARK SPACE IS 10 PERCENT OF GROSS SITE AREA PER TOWN CODE CHAPTER 17 SECTION 17-51

NORTH RIDGE PARKING DATA

TOTAL REQUIRED PARKING (2 PER UNIT)	392
GARAGE PARKING SPOTS (2 PER UNIT)	392
ON STREET PARKING	212
TOTAL PROVIDED PARKING	604 SPACES

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NORTH RIDGE
JOHNSTOWN, COLORADO

FINAL DEVELOPMENT PLAN

SITE LOCATION MAP

PROFESSIONAL STAMP

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SHEET NUMBER

L0.2

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NORTH RIDGE

JOHNSTOWN, COLORADO

FINAL DEVELOPMENT PLAN

SITE PLAN

PROFESSIONAL STAMP

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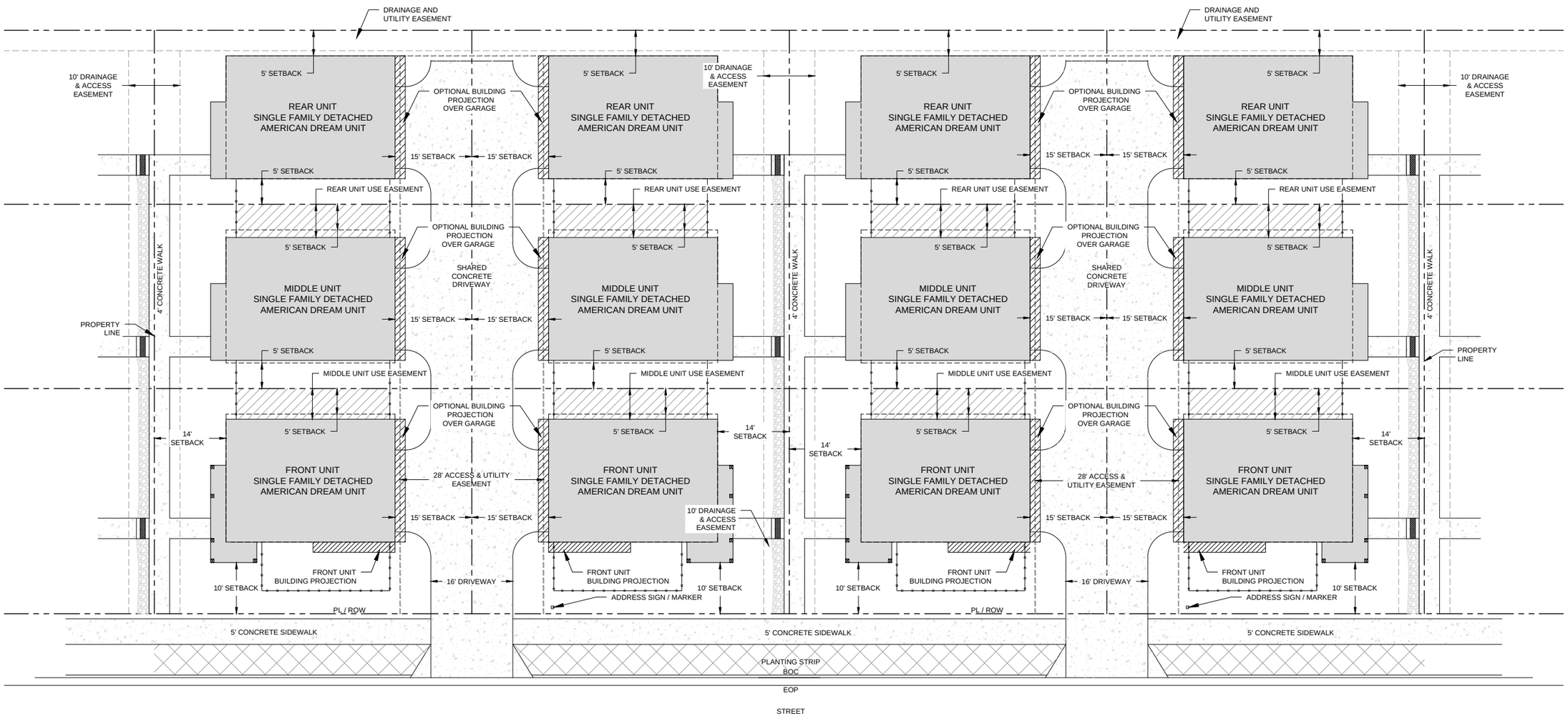
6TH SUBMITTAL	11/07/2022

SHEET NUMBER

L0.3

TYPICAL SINGLE FAMILY AMERICAN DREAM - 6 PACK



0' 10' 20'

SCALE: 1" = 10'

NOTES:

1. PARKING IS NOT PERMITTED ON DRIVEWAYS OR FIRE LANES. CARS MUST BE PARKED INSIDE UNIT GARAGES, OR ON THE STREET AND WILL BE HOA ENFORCED.
2. MAIN STRUCTURE TO BE BUILT WITH THE SETBACKS SHOWN.
3. USE EASEMENT FOR BENEFIT/USE OF ADJACENT LOT.
4. COVERED FRONT PORCHES AT MAIN HOME ENTRANCE, STEPS, WALKS, WINDOW WELLS, UTILITY EQUIPMENT (I.E. AC UNITS) CAN ENCROACH INTO SIDEYARDS AND REARYARDS. ENCROACHMENTS CANNOT BE MORE THAN 5 FEET.
5. FRONT UNITS (NEAREST TO STREET) WILL BE ALLOWED AN ARCHITECTURAL PROJECTION ON THE 2ND AND/OR 3RD FLOORS TOWARDS THE STREET FACING SIDE TO ENCROACH INTO THE FRONT SETBACK. ENCROACHMENT CAN UP TO 2 FEET FOR A LENGTH UP TO 16 FEET.
6. COVERED OR UNCOVERED DECKS (EXCEPT FOR DESIGNATED FRONT PORCH ENTRANCE FROM NOTE 4) AND SHADE ELEMENTS ARE NOT ALLOWED.
7. PATIOS SHALL BE MADE OF CONCRETE, CONCRETE PAVERS, BRICK OR SIMILAR MATERIAL. THEY SHALL BE BUILT AT GRADE, AND BE LIMITED TO 150 SQ. FT. IN SIZE.
8. ACCESSORY STRUCTURES SHALL NOT BE ALLOWED.
9. VERIFY PLAT FOR UTILITY, DRAINAGE AND ACCESS EASEMENT DIMENSIONS. TYPICALLY, THERE IS A UTILITY EASEMENT AT THE REAR OF EACH 6-PACK OF UNITS, AND AN ACCESS AND DRAINAGE EASEMENT BETWEEN UNITS FACING EACH OTHER.
10. TREE LAWNS IN RIGHT OF WAY ADJACENT TO SINGLE FAMILY DETACHED 6-PACK (AMERICAN DREAM) HOMES TO BE MAINTAINED BY THOMPSON CROSSING METRO DISTRICT 5.
11. ALL AMERICAN DREAM UNITS ARE SINGLE FAMILY DETACHED HOMES. SEE SHEETS A1.01 FOR TYPICAL AMERICAN DREAM ARCHITECTURAL ELEVATIONS.
12. ADDRESS NUMERALS SHALL BE A MINIMUM 6 INCHES IN HEIGHT AND ONE-INCH STROKE WIDTH, AND VISIBLE FROM THE PUBLIC STREET

LEGEND

- PROPERTY LINE
- BUILDING SETBACK
- EASEMENT
- FENCE
- CONCRETE
- BUILDING
- USE EASEMENT
- BUILDING PROJECTION
- THOMPSON CROSSING METRO DISTRICT 5 MAINTENANCE AREA

NORTH RIDGE PUD PERFORMANCE STANDARDS AND GUIDELINES

ALLOWED USES

AS PROPOSED, THE NORTH RIDGE PUD INCLUDES ONLY RESIDENTIAL USES FOR THIS PARCEL.

1. THE OVERALL RESIDENTIAL DENSITY AT NORTH RIDGE SHALL NOT EXCEED 8.5 D.U./AC WITHOUT APPROVAL OF A PUD AMENDMENT.
2. SINGLE-FAMILY DETACHED HOMES
   a. TRADITIONAL SINGLE-FAMILY DETACHED HOMES SHALL BE SETBACK A MINIMUM OF 900' FROM THE CURRENT CENTERLINE OF THE I-25 RIGHT-OF-WAY (PER THE JOHNSTOWN COMPREHENSIVE PLAN - LAND USE MAP).
   b. CONVENTIONAL SINGLE-FAMILY HOMES LOTS SHALL BE A MINIMUM OF 4,000 SQ. FT.
3. CLUSTER HOMES: SINGLE-FAMILY DETACHED HOMES ON INDIVIDUAL LOTS CLUSTERED AROUND A SHARED DRIVEWAY.
   a. INDIVIDUAL CLUSTER HOME LOTS SHALL BE A MINIMUM OF 2,000 SQ. FT.
   b. HOME CLUSTERS MUST INCLUDE AT LEAST 2, BUT NOT MORE THAN 6 HOMES THAT SHARE A SINGLE DRIVEWAY.
   c. CLUSTER HOMES MAY EMPLOY "USE-EASEMENTS" TO ALLOW FOR MORE SIDE YARD AREA.
4. THE ADDITION OF TWO-FAMILY DWELLINGS, SINGLE-FAMILY ATTACHED (TOWNHOMES), RESULTING IN A DENSITY ABOVE 8.5 D.U./ACRE, OR THE ADDITION OF MULTI-FAMILY RESIDENTIAL, OR OTHER HOUSING TYPES WILL REQUIRE AN AMENDMENT TO THIS PUD.

COVERAGE & SETBACKS.

1. TOTAL BUILDING COVERAGE AT NORTH RIDGE SHALL NOT EXCEED 20% OF THE TOTAL SITE AREA.
2. SETBACK REQUIREMENTS ARE ILLUSTRATED ON THE LOT TYPICAL DIAGRAM ON THIS SHEET.
3. SETBACKS APPLY TO THE PRIMARY BUILDING MASS AT THE FOUNDATION. EAVES, BAY WINDOWS, CHIMNEYS FLUES, VENTILATING DUCTS, CANTILEVERS, OFFSETS, OUTDOOR STEPS, AND OTHER ARCHITECTURAL ARTICULATION ELEMENTS MAY ENCROACH INTO THE REQUIRED BUILDING SEPARATION AREA BY UP TO 2'. OTHER FEATURES ALLOWED WITHIN SETBACKS - SUBJECT TO BUILDING CODE REQUIREMENTS - INCLUDE:
   - TREES, SHRUBS, OR OTHER LANDSCAPE FEATURES
   - FENCES OR WALLS
   - DRIVEWAYS AND SIDEWALKS
   - SIGNS
   - UTILITY LINES AND RELATED STRUCTURES

PARKING

1. A MINIMUM OF TWO PARKING SPACES PER SINGLE-FAMILY DWELLING SHALL BE PROVIDED WITHIN COVERED GARAGES. TANDEM GARAGE SPACES MAY BE USED TO MEET THIS PARKING REQUIREMENT. ADDITIONAL PARKING MAY BE PROVIDED ON PAVED DRIVEWAY AREAS.
2. PARKING SHALL NOT BE ALLOWED IN SHARED DRIVEWAY AREAS UNLESS DESIGNATED PARKING STALLS ARE PROVIDED. DESIGNATED SPACES SHALL NOT IMPEDE FIRE ACCESS TO MIDDLE OR REAR UNITS.

FENCING

1. THE FOLLOWING TYPES OF FENCING ARE ALLOWED AT NORTH RIDGE:
   a. THREE-RAIL, CROSSBUCK OR OTHER OPEN STYLE FENCE
   b. SOLID PRIVACY FENCES
   c. LANDSCAPE HEDGES COMPATIBLE WITH THE LANDSCAPE CHARACTER OF THE OPEN SPACE OR "NO FENCING" ARE ALLOWED ALTERNATIVES ADJACENT TO OPEN SPACES.
2. PRIVACY FENCES ARE ALLOWED ALONG REAR LOT LINES AND SIDE LOT LINES THAT ARE COMMON TO TWO OR MORE INDIVIDUAL LOTS OR ON LOT LINES AT OR NEAR ARTERIAL OR COLLECTOR STREET RIGHTS-OF-WAY.
3. PRIVACY FENCES SHALL HAVE FINISHED TOP AND BOTTOM RAILS AND MINIMUM 32" SQUARE MASONRY COLUMNS WITH PITCHED CAPS SPACED AT 90' TO 140' ON CENTER - IN CONJUNCTION WITH ADJACENT LOT WIDTHS, SO THAT COLUMNS TEND TO OCCUR AT COMMON LOT CORNERS - WITH AN AVERAGE SPACING OF ONE COLUMN/±100 LINEAL FEET OF FENCE.
4. SIDE YARD PRIVACY FENCES MAY NOT EXTEND INTO THE FRONT YARD SETBACK BUT SHOULD BE STOPPED BEHIND A LOGICAL ARCHITECTURAL FEATURE (BAY, WINDOW, CHANGE IN MATERIALS, OFF-SET IN THE WALL PLANE, ETC.) OR AS NEEDED FOR ACCESS TO UTILITY METERS.
5. FENCE MATERIALS SHALL BE VINYL, STAINED CEDAR, OR OTHER QUALITY FENCE MATERIAL AS APPROVED BY TOWN STAFF. CHAIN LINK FENCING IS SPECIFICALLY PROHIBITED.

OPEN SPACE / PARKS

THE PROVISION OF OPEN SPACE AREAS AND THE APPROPRIATE ENHANCEMENT OF DESIGNATED EXISTING OPEN SPACES AT NORTH RIDGE ARE FUNDAMENTAL TO THE COMMUNITY. THE PLAN STRIVES TO PLACE MORE LAND IN COMMON AREAS BY UTILIZING SMALLER PRIVATE YARDS, RESULTING IN REDUCED POTABLE WATER CONSUMPTION AND GREATER AMENITY FOR THE COMMUNITY AS A WHOLE.

APPLICABLE STANDARDS AND GUIDELINES INCLUDE:

1. A MINIMUM OF 30% (THIRTY PERCENT) OF THE TOTAL SITE IN THE PRELIMINARY PUD SHALL BE RETAINED AS COMMON OPEN SPACE.
   a. COMMON OPEN SPACE SHALL INCLUDE ALL AREAS - OUTSIDE OF SINGLE-FAMILY LOTS AND MINIMUM STREET RIGHTS-OF-WAY - DEVOTED TO LANDSCAPING, WALKS, TRAIL CORRIDORS, PUBLIC OR PRIVATE PARKS, NATURAL AREAS (INCLUDING FLOODPLAINS, RIPARIAN AREAS AND THE LIKE), BUFFER AREAS.
   b. DETENTION PONDS SHALL COUNT TOWARDS THE COMMON OPEN SPACE REQUIREMENT IF LANDSCAPING IS PROVIDED AROUND THE PERIMETER OF THE POND (AT TOP OF BANK) AT A RATE OF 1 TREE AND 5 SHRUBS FOR EVERY 35 LINEAR FEET. TREES AND SHRUBS MAY BE GROUPED TO IMPROVE AESTHETICS.
   c. OPEN SPACE REQUIREMENTS SHALL BE CALCULATED FOR THE PRELIMINARY PUD AS A WHOLE. INDIVIDUAL FILINGS AND/OR CONSTRUCTION PHASES MAY INCLUDE MORE OR LESS THAN THE REQUIRED PERCENTAGE OF OPEN SPACE, AS LONG AS THE PUD AS A WHOLE MEETS THE REQUIREMENTS INDICATED ABOVE.
2. A MINIMUM OF TEN PERCENT (10%) OF THE GROSS LAND AREA, EXCLUSIVE OF STREETS, ALLEYS AND UTILITY EASEMENTS, OF THE PROPOSED SUBDIVISION SHALL BE RETAINED FOR PUBLIC PARKS.
   a. PARKS MAY BE EITHER ACTIVE OR PASSIVE IN NATURE. FOR AN AREA TO BE CONSIDERED A PARK, IT MUST INCLUDE AMENITIES FOR THE RESIDENTS OF THE COMMUNITY. AMENITIES MAY INCLUDE (BUT ARE NOT LIMITED TO) SEATING, TRAILS, SHADE STRUCTURES, PLAYGROUNDS ETC.

Item #8

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NORTH RIDGE
JOHNSTOWN, COLORADO
FINAL DEVELOPMENT PLAN
TYPICAL AMERICAN DREAM LAYOUT

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #:	201033
DRAWN BY:	TH
CHECKED BY:	RH

ISSUE RECORD

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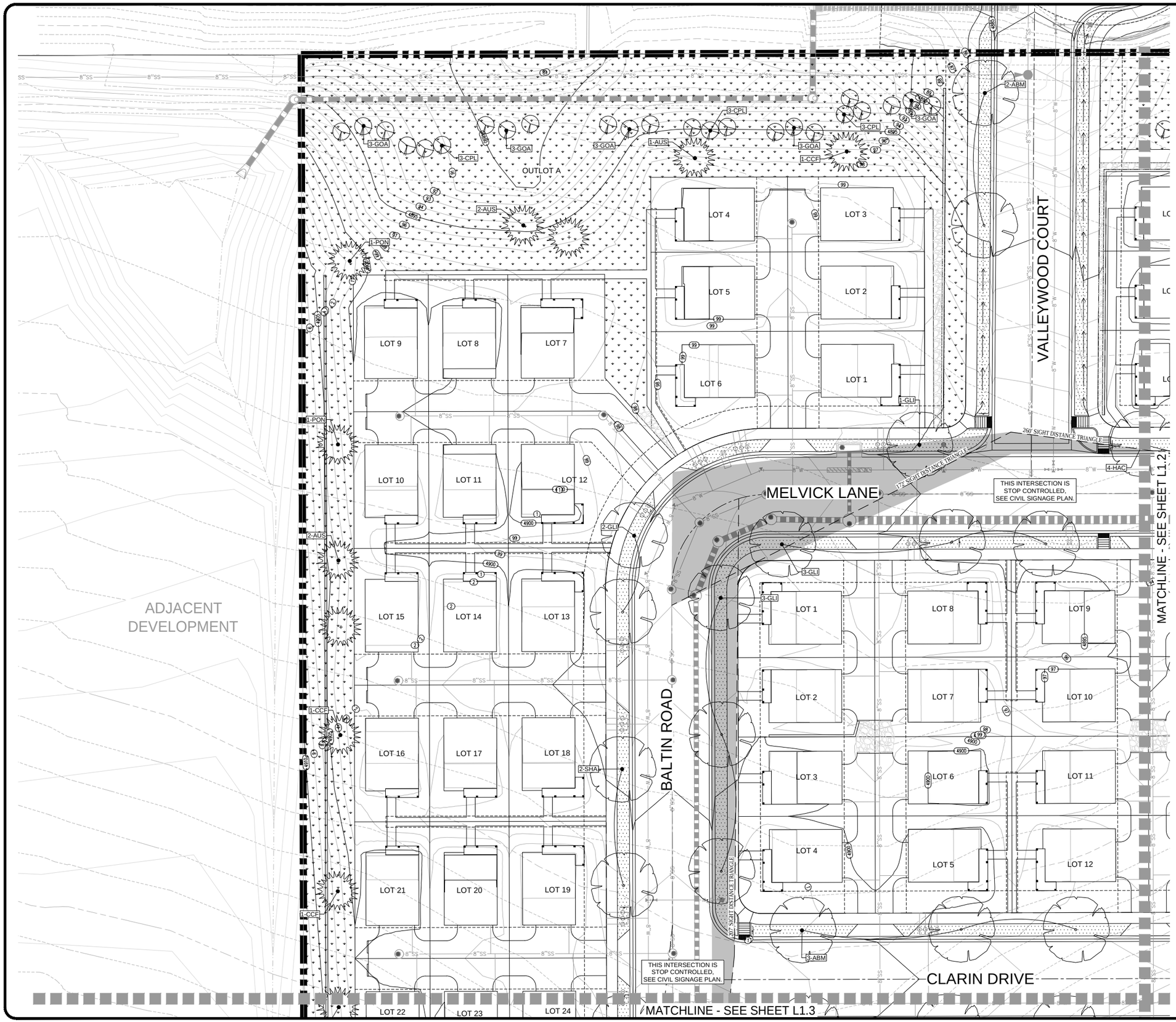
5TH SUBMITTAL	07/18/2022
6TH SUBMITTAL	11/07/2022

SHEET NUMBER

L0.4

Item #8



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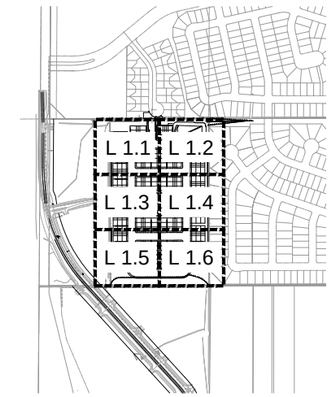

LEGEND

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- PERENNIALS
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- PLAYGROUND MULCH
- COBBLE
- BLUEGRASS SOD
- FESCUE SOD
- NATIVE GRASS
- CRUSHER FINES
- SIGHT DISTANCE AREA PLANTING RESTRICTIONS
- PLANT LABEL (QTY-TYPE) X-XXX
- EDGER
- OPEN RAIL FENCE
- EXISTING CONTOUR
- 5' PROPOSED CONTOUR
- 1' PROPOSED CONTOUR

0' 20' 40'
GRAPHIC SCALE: 1" = 20'

NORTH

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FINAL DEVELOPMENT PLAN

LANDSCAPE PLAN

PROFESSIONAL STAMP

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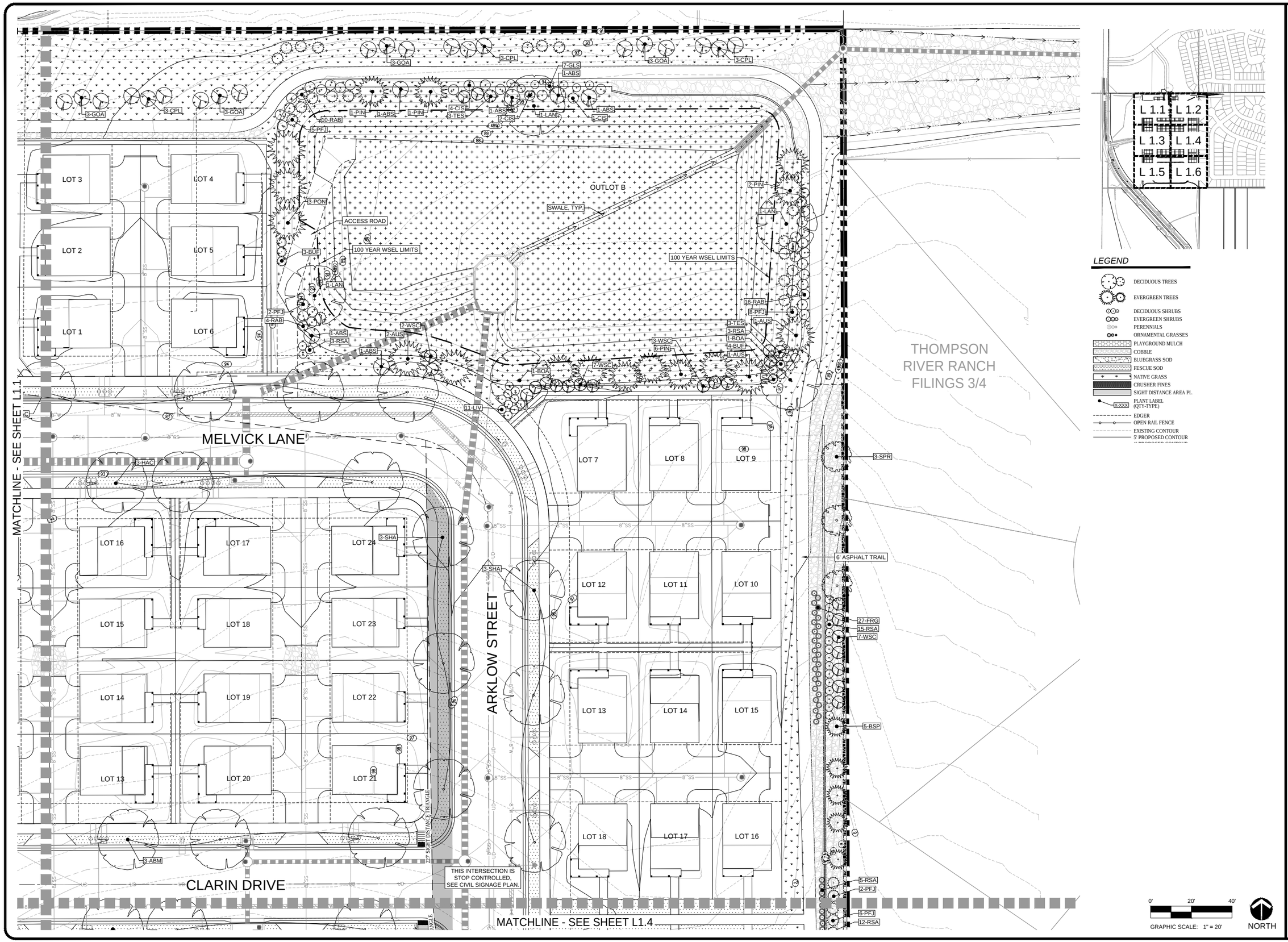
SHEET NUMBER

L1.1



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- PLANT LABEL (QTY-TYPE) X-XXX
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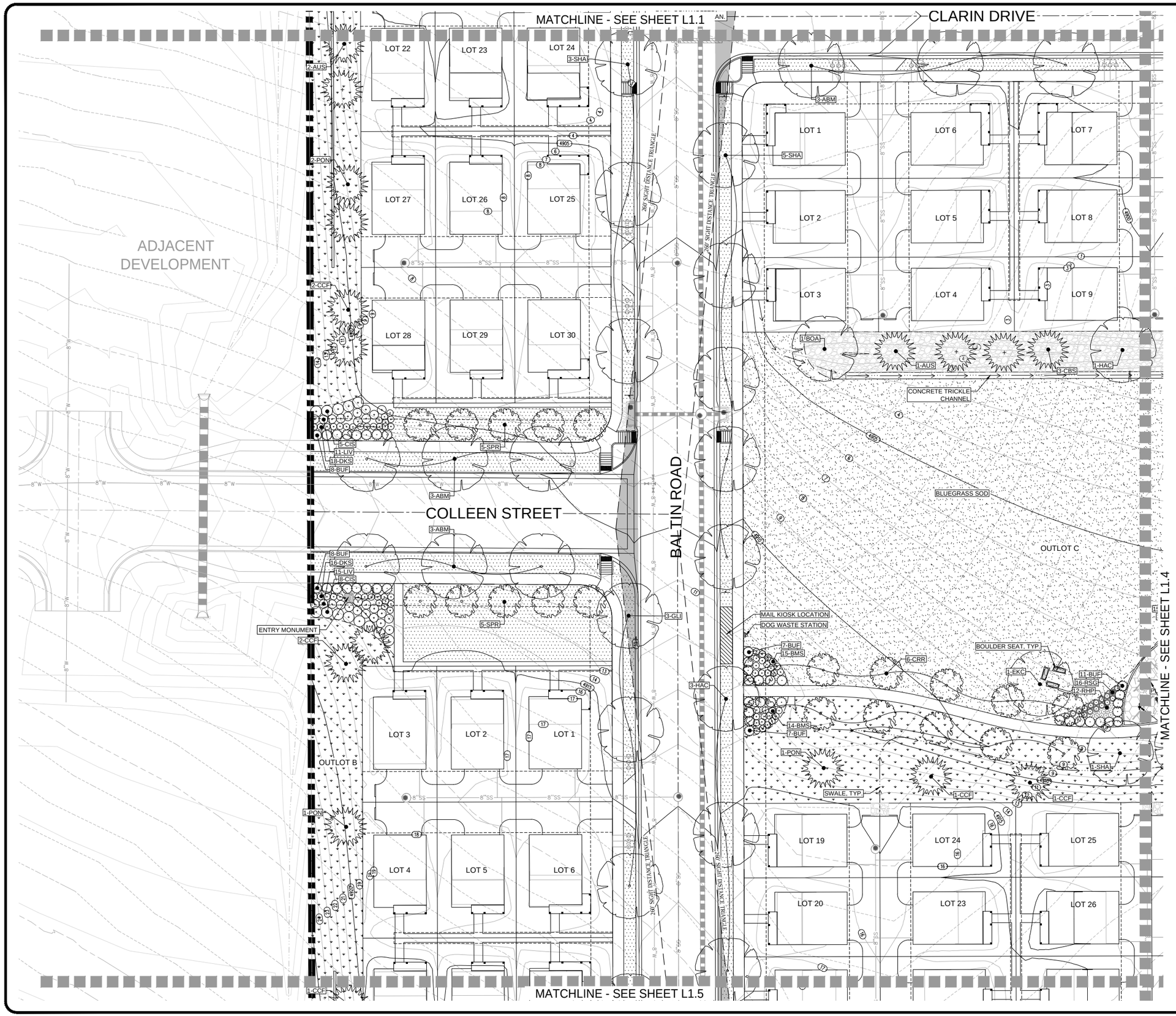
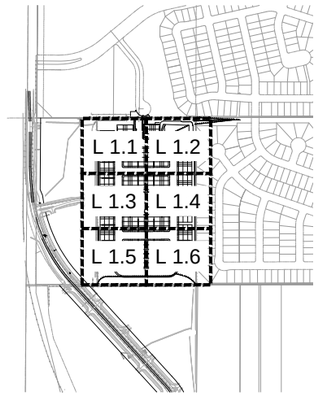
SHEET NUMBER

L1.2



KEY MAP



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SHEET NUMBER

L1.3

CLARIN DRIVE

SEE CIVIL SIGNAGE PLAN

MATCHLINE - SEE SHEET L1.2

MATCHLINE - SEE SHEET L1.3

MATCHLINE - SEE SHEET L1.6

ARKLOW STREET

NO STAFF TRAILS EXTENDED

LOT 19 LOT 20 LOT 21 LOT 24 LOT 23 LOT 22 LOT 25 LOT 26 LOT 27 LOT 30 LOT 29 LOT 28 LOT 31 LOT 32 LOT 33 LOT 36 LOT 35 LOT 34

LOT 13 LOT 18 LOT 11 LOT 14 LOT 17 LOT 10 LOT 15 LOT 16

LOT 30 LOT 31 LOT 36 LOT 29 LOT 32 LOT 35

OUTLOT B

OUTLOT C

THOMPSON RIVER RANCH FILINGS 3/4

MAIL KIOSK LOCATION

DOG WASTE STATION

CONCRETE TRICKLE CHANNEL

SWALE, TYP.

BLUEGRASS SOD

BOULDER SEAT, TYP.

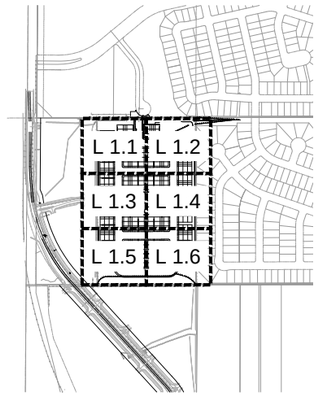
FOR DETAILED PLAYGROUND PLAN SEE SHEET L1.7

TOT-LOT PLAYGROUND

6' ASPHALT TRAIL

3-ABM 1-EKC 3-CBS 1-HAC 4-GLI 5-SHA 2-PFJ 6-PFJ 12-RSA 3-CRR 14-FRG 10-RSA 9-CIS 5-BSP 11-MKL 5-RTD 3-SPR 17-FRG 10-CIS 5-PFJ 33-DDR 6-BLO 13-DKS 9-FRG 15-DDR 3-BLO 1-CBS 1-GLI 11-DKS 27-RSG 2-CRR 8-BUF 6-BLO 1-ABM 3-BUF 35-DDR 6-BLO 26-LBG 3-BUF 11-RHP 6-BLO 22-LBG 3-EKC 5-BOA 2-CRR 1-PON 1-PON 1-CCF 2-ABM 1-ABM 1-ABM

KEY MAP



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SHEET NUMBER

L1.4

MATCHLINE - SEE SHEET L1.3

ADJACENT DEVELOPMENT

STRATH WAY

BALTIN ROAD

ASHMORE LANE

OUTLOT B

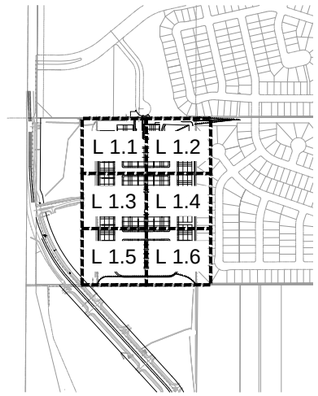
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 27

MATCHLINE - SEE SHEET L1.6

1-CCF 1-AUS 2-PON 2-AUS 1-PON 2-GLI 3-GLI 4-SHA 5-SHA 3-EQM 2-LAN 1-CCF 2-LAN 2-PON

SIGHT DISTANCE TRIANGLE

KEY MAP



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SHEET NUMBER

L1.5

MATCHLINE - SEE SHEET L1.4

MATCHLINE - SEE SHEET L1.5

STRATH WAY

ARKLOW STREET

ASHMORE LANE

THOMPSON RIVER RANCH FILINGS 3/4

OUTLOT B

6' ASPHALT TRAIL

LOT 28 | LOT 33 | LOT 34 | LOT 37 | LOT 38 | LOT 39

LOT 42 | LOT 41 | LOT 40

LOT 24 | LOT 25 | LOT 36

LOT 43 | LOT 44 | LOT 45

LOT 23 | LOT 26 | LOT 35

LOT 22 | LOT 27 | LOT 34 | LOT 48 | LOT 47 | LOT 46

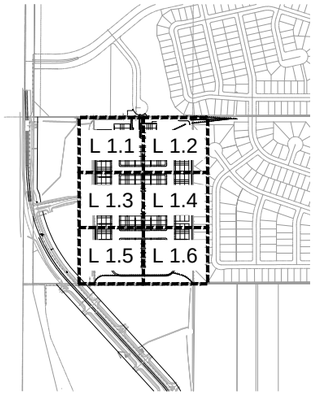
LOT 21 | LOT 28 | LOT 33

LOT 20 | LOT 29 | LOT 32 | LOT 49 | LOT 50

LOT 19 | LOT 30 | LOT 31

3-GLI, 3-GLI, 4-HAC, 1-ABM, 5-HAC, 5-BSP, 11-MKL, 8-WSC, 3-CRR, 20-FRG, 6-PFJ, 12-MKL, 1-PON, 3-GOA, 3-GOA, 2-BSP, 3-CPL, 3-CPL, 3-CPL, 1-CCF, 1-AUS, 3-SHA, 2-SHA, 2-PON, 2-EKC, 2-LAN

KEY MAP



LEGEND

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- PLANT LABEL (QTY-TYPE) X-XXX
- EDGER
- OPEN RAIL FENCE
- EXISTING CONTOUR
- 5' PROPOSED CONTOUR

0' 20' 40'

GRAPHIC SCALE: 1" = 20'

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JOHNSTOWN, COLORADO

FINAL DEVELOPMENT PLAN

LANDSCAPE PLAN

PROFESSIONAL STAMP

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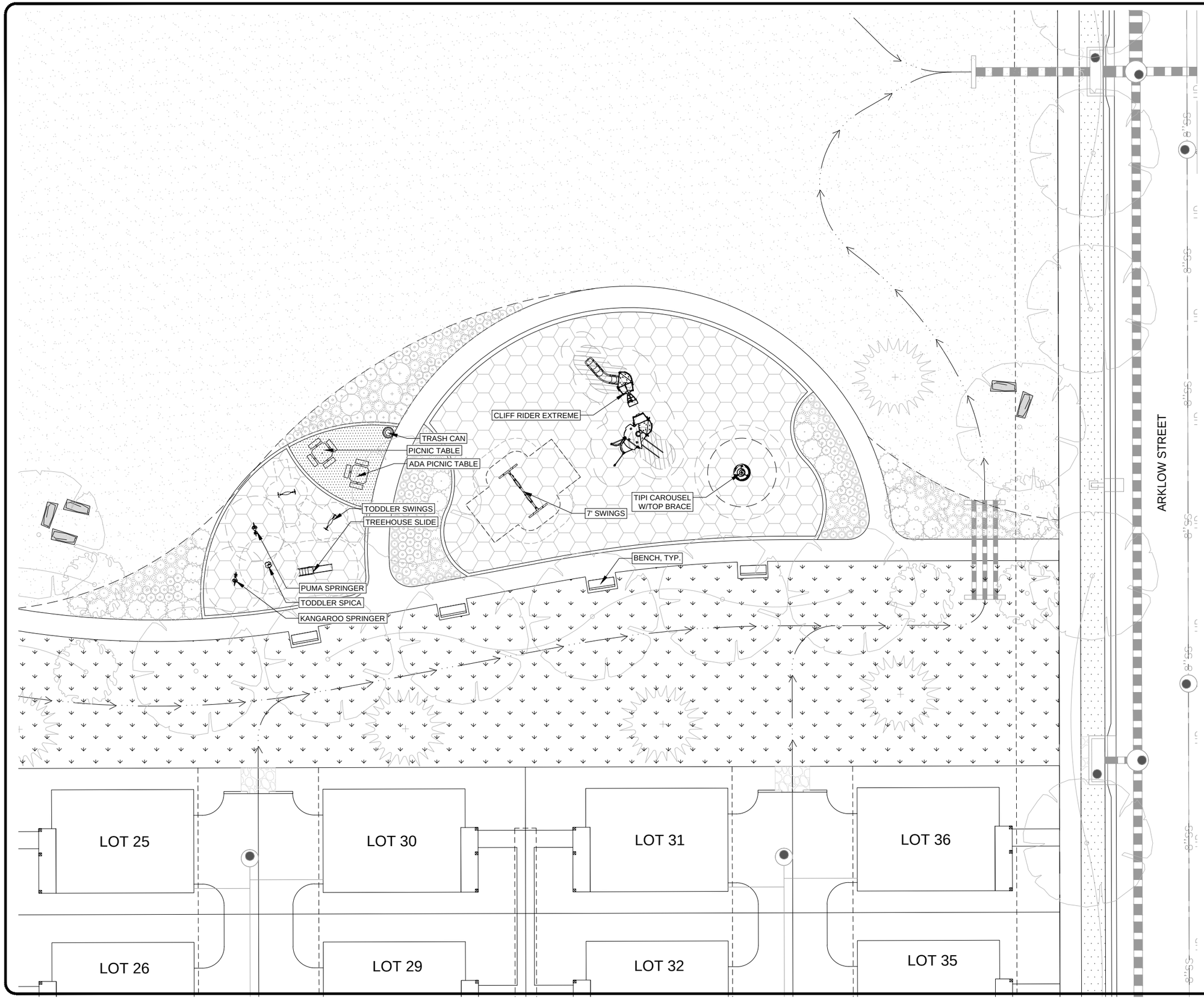
SHEET NUMBER

L1.6



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FINAL DEVELOPMENT PLAN

PLAYGROUND LAYOUT PLAN

PROFESSIONAL STAMP

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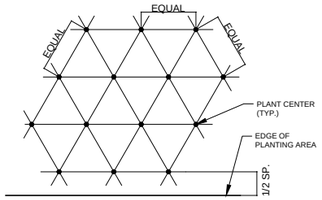
SHEET NUMBER

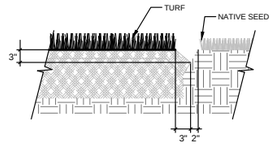
L1.7

PLANTING DETAILS

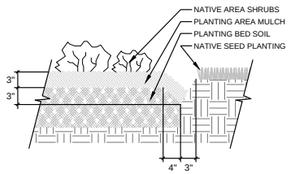


NOTE: ALL PLANTS TO BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING OF PLANTS.

A PLANT SPACING DETAIL
SCALE: NTS

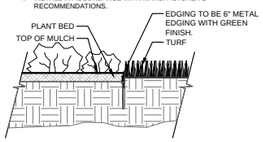


B NATIVE AREA EDGE ADJ. TO SOD
SCALE: NTS

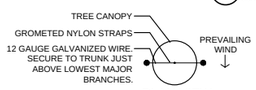


C NATIVE AREA PLANT BEDS
SCALE: NTS

NOTES:
1. CONTRACTOR TO STAKE OUT EDGING FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL EDGING TO BE IN CONSISTENT STRAIGHT OR CURVED ALIGNMENT.
2. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10 FOOT SECTION.
3. THE TOP OF ALL EDGING MATERIAL SHALL BE 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS.
4. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

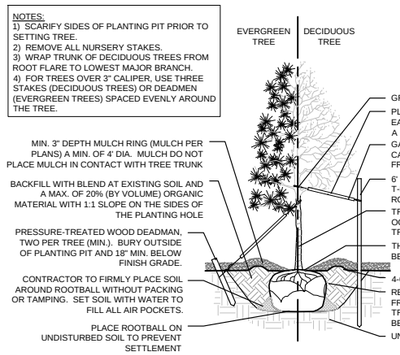


D STEEL EDGER
SCALE: NTS

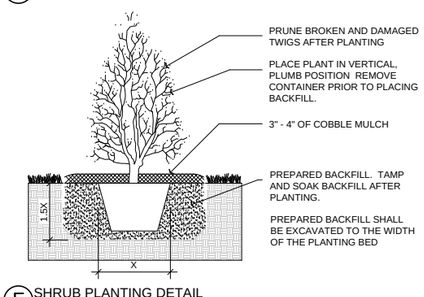


PLAN VIEW

NOTES:
1) SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2) REMOVE ALL NURSERY STAKES.
3) WRAP TRUNK OF DECIDUOUS TREES FROM ROOT FLARE TO LOWEST MAJOR BRANCH.
4) FOR TREES OVER 3" CALIPER, USE THREE STAKES (DECIDUOUS TREES) OR DEADMEN (EVERGREEN TREES) SPACED EVENLY AROUND THE TREE.



E TREE PLANTING DETAIL
SCALE: NTS



F SHRUB PLANTING DETAIL
SCALE: NTS

NATIVE GRASS SEED MIX

COMMON NAME	BOTANIC NAME	lb/ac
Western Wheatgrass	Pascopyrum smithii 'Arriba, Barton'	3.00
Green Needlegrass	Stipa viridula 'Lodorm'	2.25
Little Bluestem	Schizachyrium scoparium	2.25
Indian Ricegrass	Achnatherum hymenoides 'Nezpar/Paloma'	1.50
Sideoats Grama	Bouteloua curtipendula 'Vaughn/Butt'e	1.50
Big Bluestem	Andropogon gerardii 'Kaw'	1.50
Sand Bluestem	Andropogon hallii	1.50
Purple Prairieclover	Dalea purpurea	0.75
Blue Grama	Bouteloua gracillis 'Lovington/Hachita'	0.75
		TOTAL lb/ac 15.0

PLANTING SCHEDULE

SYMBOL /ABBR.	QTY.	BOTANIC NAME	COMMON NAME	MATURE WIDTH	SIZE	SPACING
DECIDUOUS TREES						
ABM	26	*ACER X FREMANII*	AUTUMN BLAZE MAPLE	40'	2.5" CALIPER	Per plan
EKC	7	*GYMNOCLADUS DIOICUS 'ESPRESSO'*	KENTUCKY COFFEE TREE	35'	2.5" CALIPER	Per plan
GLI	31	*TILIA CORDATA 'GREENSPIRE'*	GREENSPIRE LINDEN	20'	2.5" CALIPER	Per plan
HAC	21	*CELTIS OCCIDENTALIS*	WESTERN HACKBERRY	40'	2.5" CALIPER	Per plan
BOA	9	*QUERCUS MACROCARPA*	BUR OAK	40'	2.5" CALIPER	Per plan
SHA	35	*GLEDISTIA TRIACANTHOS INERMIS 'SHADEMASTER'*	SHADEMASTER LOCUST	30'	2.5" CALIPER	Per plan
LAN	9	*POPULUS X ACUMINATA*	LANCELEAF COTTONWOOD	30'	2.5" CALIPER	Per plan
CRR	22	*MALUS X 'JFS-KWS'*	ROYAL RAINDROPS CRABAPPLE	15'	1.5" CALIPER	Per plan
SPR	16	*MALUS X 'SPRING SNOW'*	SPRING SNOW CRABAPPLE	15'	1.5" CALIPER	Per plan
EQM	6	*ACER PLATANOIDES 'EMERALD QUEEN'*	EMERALD QUEEN NORWAY MAPLE	30'	2.5" CALIPER	Per plan
EVERGREEN TREES						
AUS	16	*PINUS NIGRA*	AUSTRIAN PINE	20'	6' ht. min.	Per plan
CCF	13	*ABIES CONCOLOR*	WHITE FIR	25'	6' ht. min.	Per plan
PON	19	*PINUS PONDEROSA*	PONDEROSA PINE	20-30'	6' ht. min.	Per plan
CBS	7	*PICEA PUNGENS*	COLORADO BLUE SPRUCE	25'	6' ht. min.	Per plan
BSP	17	*PICEA PUNGENS 'BABY BLUE EYES'*	BABY BLUE EYES SPRUCE	10'	6' ht. min.	Per plan
PIN	10	*PINUS EDULIS*	PINON PINE	15'	6' ht. min.	Per plan
DECIDUOUS SHRUBS						
CIS	40	*PRUNUS X CISTENA*	PURPLE LEAF SAND CHERRY	5'	5 GALLON	Per plan
RTD	5	*CORNUS SERICEA 'BAILEYI'*	RED TWIG DOGWOOD	8'	5 GALLON	Per plan
WSC	27	*PRUNUS BESSEYI*	WESTERN SAND CHERRY	6'	5 GALLON	Per plan
GLS	7	*RHUS AROMATICA 'GROW-LOW'*	GROW LOW SUMAC	5'	5 GALLON	Per plan
BMS	29	*CARYOPTERIS X CLANDENOSIS*	BLUE MIST SPIREA	3'	5 GALLON	Per plan
DKS	49	*CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT'*	DARK KNIGHT SPIREA	3'	5 GALLON	Per plan
RSA	31	*PEROVSKIA ATRIPLICIFOLIA*	RUSSIAN SAGE	4'	5 GALLON	Per plan
PDS	18	*POTENTILLA FRUTICOSA 'FARGO'*	DAKOTA SUNSPOT POTENTILLA	3'	5 GALLON	Per plan
LIV	36	*ROSA 'HARWELCOME'*	LIVIN' EASY ROSE	4'	5 GALLON	Per plan
RAB	30	*CHRYSOTHAMNUS NAUSEOSUS*	RABBITBRUSH	3'	5 GALLON	Per plan
MKL	37	*SYRINGA PATULA 'MISS KIM'*	MISS KIM LILAC	5'	5 GALLON	Per plan
TES	6	*RHUS TYPHINA 'BAILTIGER' PP16185*	TIGER EYES SUMAC	6'	5 GALLON	Per plan
GOA	33	*QUERCUS GAMBELII*	GAMBEL OAK	12'	5 GALLON	Per plan
CPL	27	*SYRINGA VULGARIS*	COMMON PURPLE LILAC	8'	5 GALLON	Per plan
ABS	6	*AMELANCHIER X GRANDIFLORA*	SERVICEBERRY AUTUMN BRILLIANCE	8'	5 GALLON	Per plan
EVERGREEN SHRUBS						
PFJ	41	*PFITZER JUNIPER*	JUNIPER 'PFITZERIANA'	6'	5 GALLON	Per plan
BUF	63	*JUNIPERUS SABINA 'BUFFALO'*	BUFFALO JUNIPER	5'	5 GALLON	Per plan
ORNAMENTAL GRASSES & PERENNIALS						
FRG	87	*CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'*	KARL FOERSTER FEATHER REED GRASS	36"	1 GALLON	Per plan
RSG	59	*PANICUM VIRGATUM 'SHENANDOAH'*	RED SWITCH GRASS	30"	1 GALLON	Per plan
LBG	48	*SCHIZACHYRIUM SCOPARIUM*	LITTLE BLUESTEM	24"	1 GALLON	Per plan
BLO	30	*BOUTELOUA GRACILIS 'BLONDE AMBITION'*	BLUE GRAMA 'BLONDE AMBITION'	36"	1 GALLON	Per plan
DSB	48	*LEUCANTHEMUM × SUPERBUM 'ALASKA'*	ALASKA SHASTA DAISY	24"	1 GALLON	Per plan
RHP	29	*KNIPHOFIA UVARIA*	RED HOT POKER / TORCH LILY	24"	1 GALLON	Per plan
DDR	82	*HEMEROCALLIS 'LITTLE BUSINESS'*	DWARF DAYLILY, LITTLE BUSINESS	24"	1 GALLON	Per plan

NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING. IT IS FURTHER RECOMMENDED THE CONTRACTOR TEST SOILS TO ENSURE NO CONTAMINATION IS PRESENT.
2. PLANTING SCHEDULE QUANTITIES ARE FOR CONTRACTOR CONVENIENCE ONLY. WHERE CONFLICT OCCURS, THE QUANTITIES SHOWN ON PLAN SHALL PREVAIL.
3. ALL TREES, SHRUBS, PERENNIALS, SOD, AND/OR SEED AREAS SHALL BE GUARANTEED TO REMAIN ALIVE AND HEALTHY FOR A 12-MONTH PERIOD AFTER INITIAL ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED AN ADDITIONAL 12-MONTHS UNTIL FINAL ACCEPTANCE. ALL REPLACEMENT COSTS SHALL BE BORN BY THE CONTRACTOR.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF AND PROTECT ALL UTILITIES AND STRUCTURES PRIOR TO AND DURING WORK. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
5. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE OWNER. ALL TREE AND SHRUB TAGS SHALL REMAIN ON THE PLANTS UNTIL THE TIME OF FINAL ACCEPTANCE.
6. CONTRACTOR SHALL OBTAIN A LABORATORY TOPSOIL ANALYSIS REPORT TO PROVIDE ANALYSIS OF SOIL FERTILITY AND RECOMMENDATIONS FOR SOIL AMENDMENTS, FERTILIZER PRODUCTS AND APPLICATION RATES FOR TURF AREAS, TREES, SHRUBS AND PERENNIALS.
7. ALL TOPSOIL SHALL BE STRIPPED TO A MINIMUM DEPTH OF 6" AND STOCKPILED PRIOR TO CONSTRUCTION. FOLLOWING ROUGH GRADING, TOPSOIL SHALL BE CLEARED OF DEBRIS AND REDISTRIBUTED IN ALL LANDSCAPE AREAS.
8. ALL TOPSOIL SHALL BE AMENDED WITH COMPOST AT A MINIMUM RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET OF LANDSCAPE AREA OR PER RECOMMENDATIONS OF TOPSOIL ANALYSIS. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL USING TILLER OR RIPPER TEETH EQUIPMENT IN SEED AND SOD AREAS. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A MINIMUM RATE OF 4 CUBIC YARDS PER THOUSAND SQUARE FEET OR PER TOPSOIL ANALYSIS, ROTOTILLED TO A MIN. DEPTH OF 8".
9. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER FABRIC AND MULCH HAVE BEEN INSTALLED.
10. ALL TREES IN TURF AND NATIVE AREAS SHALL BE MULCHED WITH A 36" DIA. MULCH RING OF DOUBLE-SHREDDED SPRUCE MULCH TO A MINIMUM DEPTH OF 4-INCHES UNLESS OTHERWISE INDICATED ON THE PLANS.
11. ALL TREE RINGS IN TURF (36" DIA.) AND ORNAMENTAL GRASS OR PERENNIAL PLANTINGS IN SHRUB BEDS SHALL BE MULCHED WITH DOUBLE-SHREDDED CEDAR MULCH (FRONT-RANGE MATERIALS, LANDSCAPE MULCH #16-643 OR APPROVED EQUAL) TO A MINIMUM DEPTH OF 4-INCHES UNLESS OTHERWISE INDICATED ON THE PLANS. COBBLE MULCH SHALL BE PROVIDED ELSEWHERE AND BE MULTI-COLORED WASHED RIVER ROCK/COBBLE, WITH A BLEND OF 50% AREA COVERED WITH 1"-2" DIAMETER AND 50% AREA COVERED WITH 2"-6" DIAMETER WHERE SHOWN ON PLANS. ALL MULCHED AREAS SHALL BE INSTALLED WITH COMMERCIAL GRADE WEED BARRIER FABRIC PINNED IN PLACE.
12. TREE WRAPPING MATERIAL SHALL BE FOUR INCHES WIDE, BITUMINOUS IMPREGNATED TAPE, CORRUGATED OR CREPE PAPER, BROWN IN COLOR, SPECIFICALLY MANUFACTURED FOR TREE WRAPPING. TREES SHALL BE WRAPPED BETWEEN OCTOBER 15 AND NOVEMBER 1 OF THE YEAR THEY ARE PLANTED. NO TREE WRAPPING SHALL BE PERMITTED UNTIL A LICENSED LANDSCAPE CONTRACTOR OR CERTIFIED ARBORIST HAS INSPECTED THE TREE. IT IS THE DUTY OF CONTRACTOR TO WRAP DECIDUOUS TREES DURING THE ONE-YEAR WARRANTY PERIOD.
13. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
14. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
15. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK".
16. PLANT MATERIAL CONDITIONS AND QUANTITIES WILL CONFORM TO THE REQUIREMENTS OF THE THOMPSON RIVER RANCH PUD, PERFORMANCE STANDARDS & DESIGN GUIDELINES, AND WILL BE REVIEWED IN CONJUNCTION WITH FUTURE LANDSCAPE CONSTRUCTION PLANS.
17. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
18. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR DELAYS, PERSONAL INJURIES, PLANT MORTALITY, OR PROPERTY DAMAGE RESULTING FROM OR ASSOCIATED WITH THE IMPLEMENTATION OF THIS PLAN.
19. NO TREES/STRUCTURES SHALL BE LOCATED WITHIN UTILITY EASEMENTS OR WITHIN 5' OF ANY UTILITY MAINLINES.
20. PERMANENT IRRIGATION TO BE PROVIDED TO ESTABLISH NATIVE AREA PLANT MATERIAL AND WATER DURING DRY PERIODS.
21. SHRUBS LOCATED WITHIN NATIVE SEEDED AND DETENTION POND AREAS TO HAVE INDIVIDUAL WOOD MULCH RINGS PER EACH SHRUB.
22. PLACEMENT OF ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH SIGHT DISTANCE CRITERIA. NO PLANT MATERIALS, BOULDERS, BERMS, FENCES OR VISUAL OBSTRUCTIONS SHALL EXCEED A HEIGHT OF 36" WITHIN THE TRIANGULAR AREA. EVERGREEN TREES SHALL NOT BE PLACED WITHIN THE SIGHT TRIANGLE. DECIDUOUS TREES WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS 7' MINIMUM ABOVE ADJACENT GRADE.
23. ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED, CONTAINERIZED, OR IN ROOT CONTROL BAGS UNLESS OTHERWISE NOTED ON FINAL DEVELOPMENT PLANS. SEE PLANT LIST CONDITION FOR FINAL PLANT SIZE/CONDITION SPECIFICATION.
24. CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION. PLANT MATERIAL QUANTITIES SHOWN ARE LISTED FOR THE CONVENIENCE OF THE CONTRACTOR. ACTUAL NUMBER OF SYMBOLS SHALL HAVE PRIORITY OVER QUANTITY DESIGNATED.
25. ON LOT LANDSCAPING IS REQUIRED PER PERFORMANCE STANDARDS AND DESIGN GUIDELINES.
26. ALL STREET TREES ALONG LOCAL ROADS ARE TO BE A MINIMUM 2 ½" CALIPER. ALL REMAINING LARGE DECIDUOUS TREES AT RIVER RANCH PARKWAY, RIVER RANCH PARK AND OPEN SPACE AREAS ARE TO BE A MINIMUM 2" CALIPER.
27. STREET TREE LOCATIONS (BUT NOT QUANTITIES) MAY BE ADJUSTED IF REQUIRED TO RESOLVE UTILITY SERVICE OR STREET LIGHTING CONFLICTS.
28. EVALUATION OF NATIVE GRASS ESTABLISHMENT SHALL BE BASED ON 70% ESTABLISHMENT WITH NO BARE AREAS LARGER THAN TWO SQUARE FEET (WEED FREE) AFTER THE SECOND GROWING SEASON. OVER-SEED AND ADD SUPPLEMENTAL WATER AS NECESSARY TO MEET CRITERIA.
*THE EDGES OF SOME "NON-IRRIGATED" AREAS MAY BE PROVIDED WITH LIMITED IRRIGATION (POSSIBLY A SINGLE ROW OF HEADS) AS A TRANSITION TO ADJACENT IRRIGATED AREAS OR DEVELOPED LOTS.
**SOME DISTURBED AREAS MAY BE RE-ESTABLISHED WITH TEMPORARY IRRIGATION.
29. PLACEMENT OF ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH SIGHT DISTANCE CRITERIA. NO PLANT MATERIALS, BOULDERS, BERMS, FENCES OR VISUAL OBSTRUCTIONS SHALL EXCEED A HEIGHT OF 36" WITHIN THE TRIANGULAR AREA, CANOPIES OF TREES WITHIN SIGHT TRIANGLES MUST BE MAINTAINED 7' MIN. ABOVE ADJACENT WALK.

MAINTENANCE OBLIGATION STATEMENT

1. COMMON OPEN SPACE AREAS INCLUDED WITH THIS DP - EXCEPT ANY COMMON AREAS TO BE OWNED BY JOHNSTOWN OR OTHER PUBLIC ENTITY - ARE TO BE MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT #5.
2. PRIVATE OPEN SPACE: PRIVATE YARDS, PATIOS, DECKS, PRIVATE DRIVEWAYS, LANDSCAPING IN ADJACENT LOCAL STREET RIGHTS-OF-WAY, AND THE LIKE, ARE TO BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS.
3. FRONT YARDS, COMMON AREA LANDSCPAE AND TREE LAWNS TO BE MAINTAINED BY METRO DISTRICT #5.

DEVELOPMENT OBLIGATION STATEMENT

1. UPON RECEIPT OF DRC AND JRC APPROVALS, CONSTRUCTION MAY PROCEED IN STRICT COMPLIANCE WITH THE TERMS AND CONDITIONS OF SUCH APPROVALS.
2. GRADING AND EARTHWORK MAY PROCEED PRIOR TO RECEIPT OF DRC/JRC APPROVAL SOLELY AT THE APPLICANT'S RISK, UPON ISSUANCE OF A GRADING PERMIT BY THE TOWN OF JOHNSTOWN.
3. THE DEVELOPER IS OBLIGATED TO INSTALL LANDSCAPING AND IRRIGATION CONSISTENT WITH THE PERFORMANCE STANDARDS & DESIGN GUIDELINES AS INDICATED ON LANDSCAPE CONSTRUCTION DOCUMENTS PROVIDED WITH EACH CONSTRUCTION PHASE OR SUB-PHASE OF THIS THOMPSON RIVER RANCH DP.

LANDSCAPE PLANTING REQUIREMENTS

TYPE	TOTAL LANDSCAPE AREA /DISTANCE	TREE/SF OR LF REQUIRED	# of TREES REQUIRED/ PROVIDED	SHRUBS/SF OR LF REQUIRED	# of SHRUBS REQUIRED/ PROVIDED
OPEN SPACE	201,285 SF	1 / 4500' SF	45 / 52	5 / 4500' SF	224 / 157*
PARK	79,980 SF	1 / 2000' SF	40 / 43	1 / 500' SF	160 / 131*
LANDSCAPE BUFFER	9,935 SF	1 / 400' SF	25 / 29	5 / 400' SF	125 / 86*
DETENTION POND	750 LF	1 / 35' LF	22 / 22	5 / 35' LF	108 / 108

* UP TO 70 PERCENT OF SHRUBS CAN BE SUBSTITUTED FOR TREES AT A RATE OF 1 TREE=10 SHRUBS.

LANDSCAPE DATA TABLE

TYPE	PROVIDED AREA (SF)	PROVIDED % OF TOTAL LANDSCAPE AREA
TURF	98,237	31%
NATIVE SEED	203,868	63%
PLANTING BED	19,347	6%
TOTAL LANDSCAPE AREA	321,452	100%

TURF GRASS (SOD)

SUPPLIER	TURF TYPE	SPECIFICATION
GRAFF'S TURF	FESCUE	BLACK BEAUTY FESCUE
GRAFF'S TURF	BLUEGRASS	COLORADO'S CHOICE

NOTES:
1. SUBSTITUTIONS MUST BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
2. SOD IN PARK TO BE COLORADO'S CHOICE BLUEGRASS. SOD IN ALL OTHER AREAS TO BE BLACK BEAUTY FESCUE.

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DENVER, COLORADO
303-460-8800

NORTH RIDGE
JOHNSTOWN, COLORADO
FINAL DEVELOPMENT PLAN
DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #:	201033
DRAWN BY:	TH
CHECKED BY:	RH

ISSUE RECORD

1ST SUBMITTAL	11/08/2021
2ND SUBMITTAL	02/16/2022
3RD SUBMITTAL	04/20/2022
4TH SUBMITTAL	06/17/2022
5TH SUBMITTAL	07/18/2022
6TH SUBMITTAL	11/07/2022

SHEET NUMBER

L2.1

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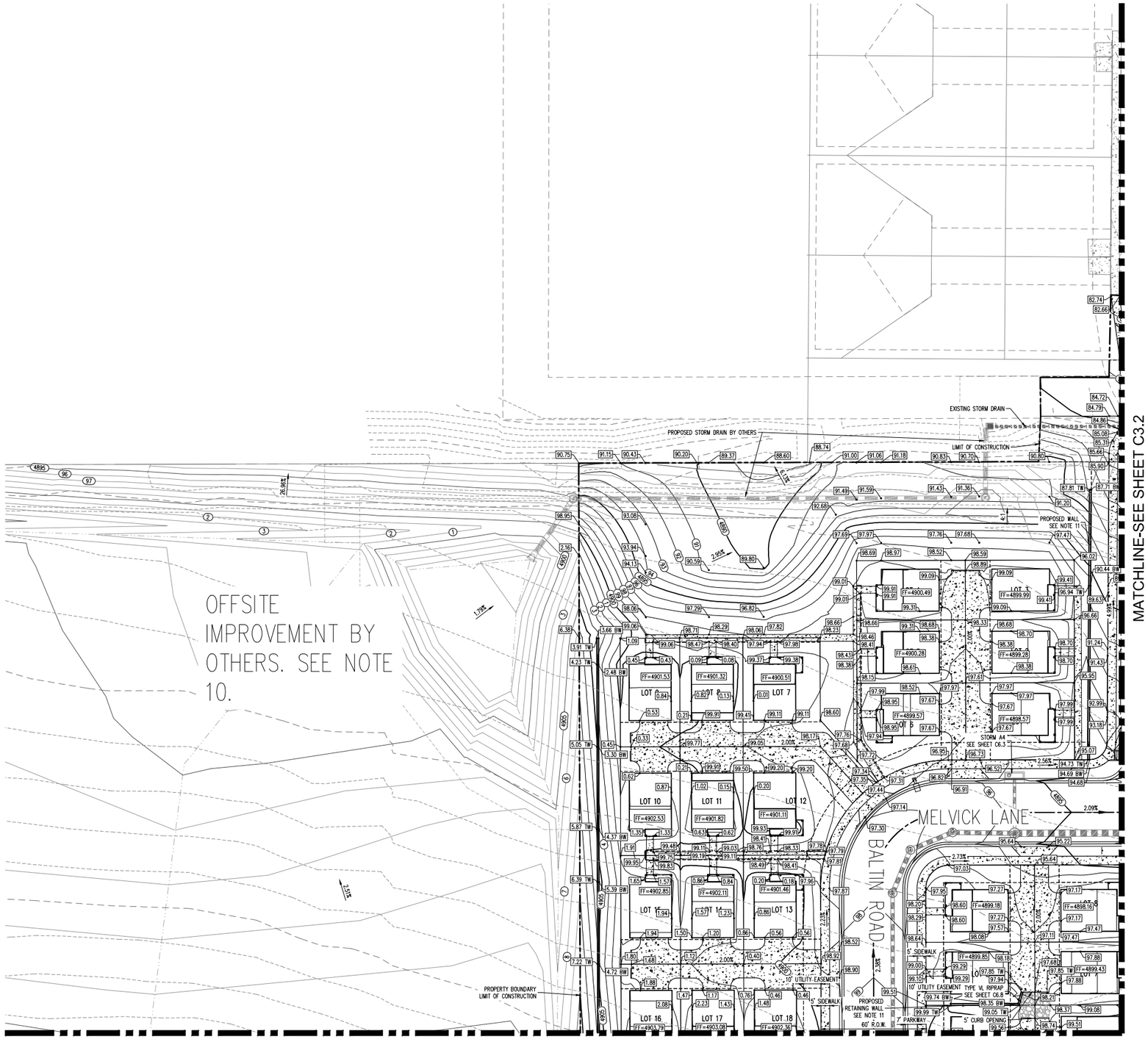

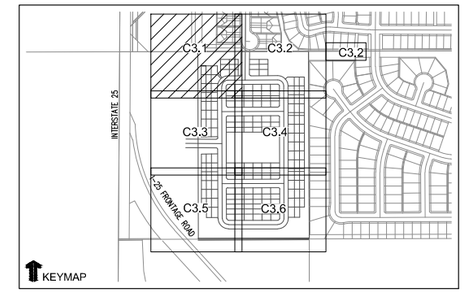

LEGEND:

- PROPOSED CURB AND GUTTER
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOTLINE
- EASEMENT LINE
- PROPOSED MAJOR CONTOUR (4835)
- PROPOSED MINOR CONTOUR (36)
- EXISTING MAJOR CONTOUR (4835)
- EXISTING MINOR CONTOUR (36)
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN (SD)
- PROPOSED WALL
- PROPOSED MANHOLE
- PROPOSED STORM INLET
- PROPOSED CONCRETE CROSS PAN (TYP.)
- PROPOSED SPOT ELEVATION (43.12)
- EXISTING SPOT ELEVATION (43.12)

NOTES:

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL ALL UTILITY COMPANIES (PUBLIC AND PRIVATE) PRIOR TO ANY CONSTRUCTION TO VERIFY EXACT UTILITY LOCATION.
2. LIMITS OF STREET CUT ARE APPROXIMATE. FINAL EXTENT OF STREET CUT TO BE DETERMINED IN THE FIELD BY THE TOWN PUBLIC WORKS INSPECTOR. REPAIRS SHALL BE PER THE LATEST TOWN STANDARDS.
3. ELEVATIONS SHOWN HAVE BEEN ABBREVIATED. THE ENTIRE ELEVATION IS THE ELEVATION SHOWN PLUS 4900 FEET (48.71 = 4948.71) & 4800 FEET (95.71 = 4895.71)
4. ALL CURB SPOTS SHOWN ARE FLOWLINE ELEVATIONS. ALL OTHER SPOTS ARE RIGHT-OF-WAY LOT CORNERS, GRADE BREAKS AT OVERLOT OR FINISHED GRADE FOR LANDSCAPE AREAS, UNLESS OTHERWISE NOTED.
5. AREA OF OVERLOT DISTURBANCE TO BE BORDERED BY THE SILT FENCE (TYP.)
6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO SOILS IN AREAS OUTSIDE PROJECT STREET RIGHTS-OF-WAY SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE TOWN/COUNTY.
7. NO SOIL STOCKPILE SHALL EXCEED TEN (10) FEET IN HEIGHT. ALL SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING, AND PERIMETER SILT FENCING. ANY SOIL STOCKPILE REMAINING AFTER THIRTY (30) DAYS SHALL BE SEEDED AND MULCHED.
8. SEE SHEETS C8.0–C8.7 FOR ROAD GRADES (PLAN AND PROFILES) AND SIGNAGE AND STRIPING.
9. EROSION CONTROL SHALL FOLLOW SWPPP AND BE UPDATED BY SITE ADMINISTRATOR THROUGHOUT CONSTRUCTION PROCESS.
10. OFFSITE IMPROVEMENTS WILL BE COMPLETED BY CALIBER. CURRENT TIMELINES HAVE BOTH OFFSITE IMPROVEMENTS AND NORTH RIDGE'S CONCURRENTLY DEVELOPING. IF NORTH RIDGE RESIDENTIAL IS COMPLETED FIRST, THE WEST SIDE'S PROPOSED GRADING WILL TIE INTO THE EXISTING TOPOGRAPHY AT A 4:1 SLOPE. CONSTRUCTION OF NORTH RIDGE RESIDENTIAL WILL INCLUDE THE ONSITE PORTION OF COLLEEN STREET. COORDINATION OF CONSTRUCTION OF OFF-SITE PORTION OF COLLEEN STREET WILL OCCUR AS NEEDED TO PROVIDE DUAL ACCESS TO SITE. DUAL ACCESS SHALL BE PROVIDED TO SITE PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
11. ALL WALLS EXCEEDING 4' IN HEIGHT SHALL BE CONSTRUCTED PER STRUCTURAL DETAIL PROVIDED BY OTHERS (TYP.). ALL PARTS OF PRIVATE WALLS INCLUDING FOOTINGS SHALL BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY.

N

SCALE: 1"=30'

CALL UTILITY NOTIFICATION CENTER OF COLORADO

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Gallowa

6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

Item #8

KYLE PATRICK JACK 57542 11.07.2022 PROFESSIONAL ENGINEER

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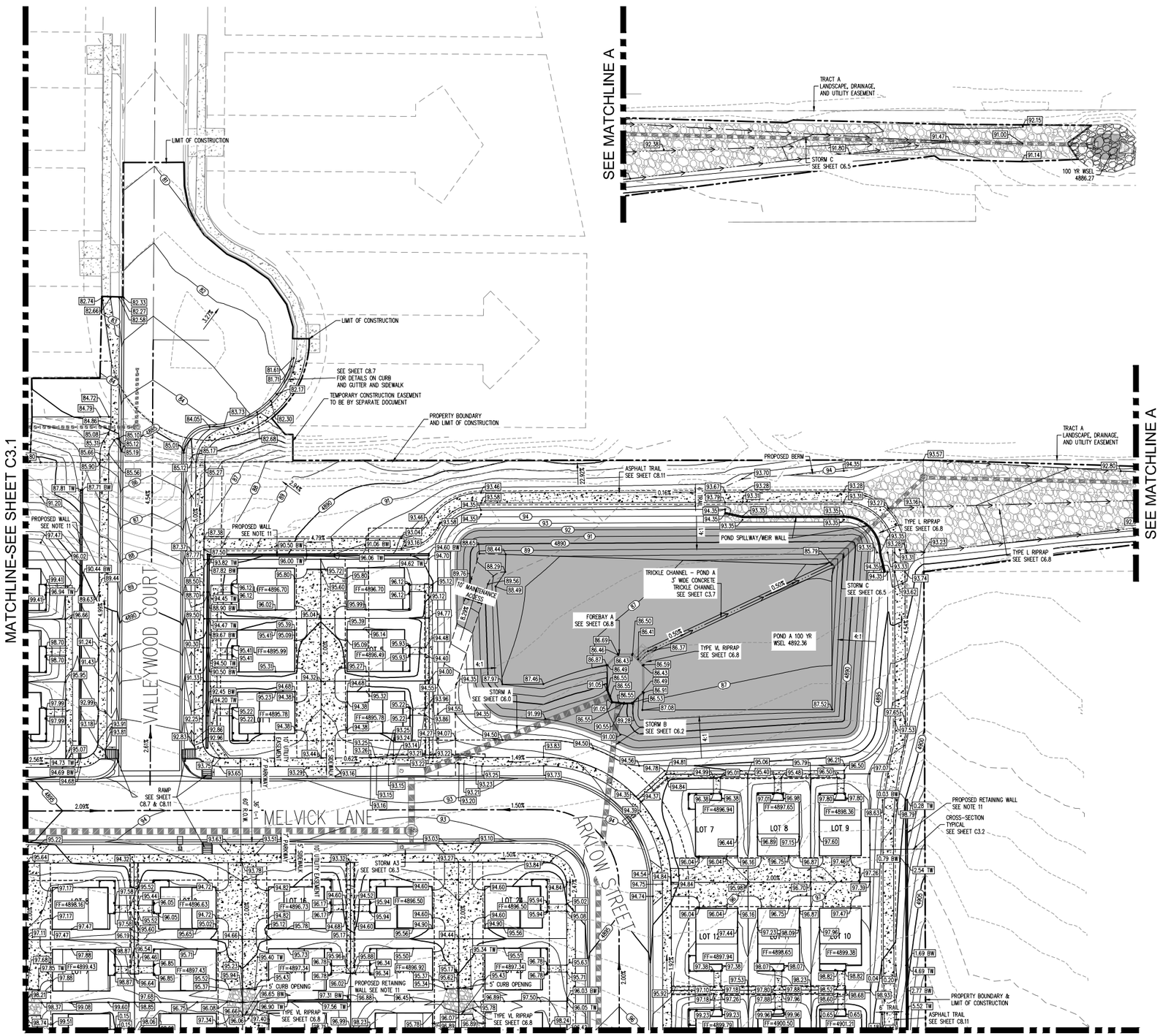
CLAYTON PROPERTIES GROUP
NORTH RIDGE AT TRR
FINAL DEVELOPMENT PLAN
JOHNSTOWN, CO

#	Date	Issue / Description	Init.

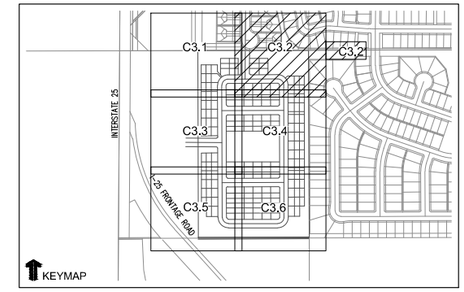
Project No:	CPG000013
Drawn By:	JKD
Checked By:	KJP
Date:	11.07.2022

GRADING PLAN

C3.1



MATCHLINE-SEE SHEET C3.4



LEGEND:

PROPOSED CURB AND GUTTER	
PROPOSED RIGHT-OF-WAY	
PROPOSED LOTLINE	
EASEMENT LINE	
PROPOSED MAJOR CONTOUR	4835
PROPOSED MINOR CONTOUR	36
EXISTING MAJOR CONTOUR	4835
EXISTING MINOR CONTOUR	36
PROPOSED STORM DRAIN	
EXISTING STORM DRAIN	SD
PROPOSED WALL	
PROPOSED MANHOLE	
PROPOSED STORM INLET	
PROPOSED CONCRETE CROSS PAN (TYP.)	
PROPOSED SPOT ELEVATION	439.34
EXISTING SPOT ELEVATION	x39.12

NOTES:

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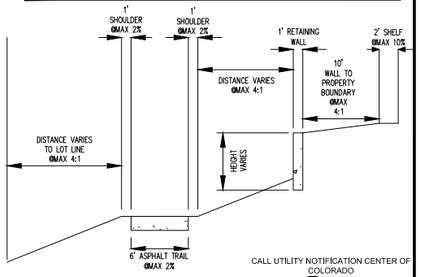

N

SCALE: 1"=30'

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303.770.8884
GallowayUS.com

Item #8

KYLE J. KOCK
57542
11.07.2022
PROFESSIONAL ENGINEER

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CLAYTON PROPERTIES GROUP
NORTH RIDGE AT TRR
FINAL DEVELOPMENT PLAN

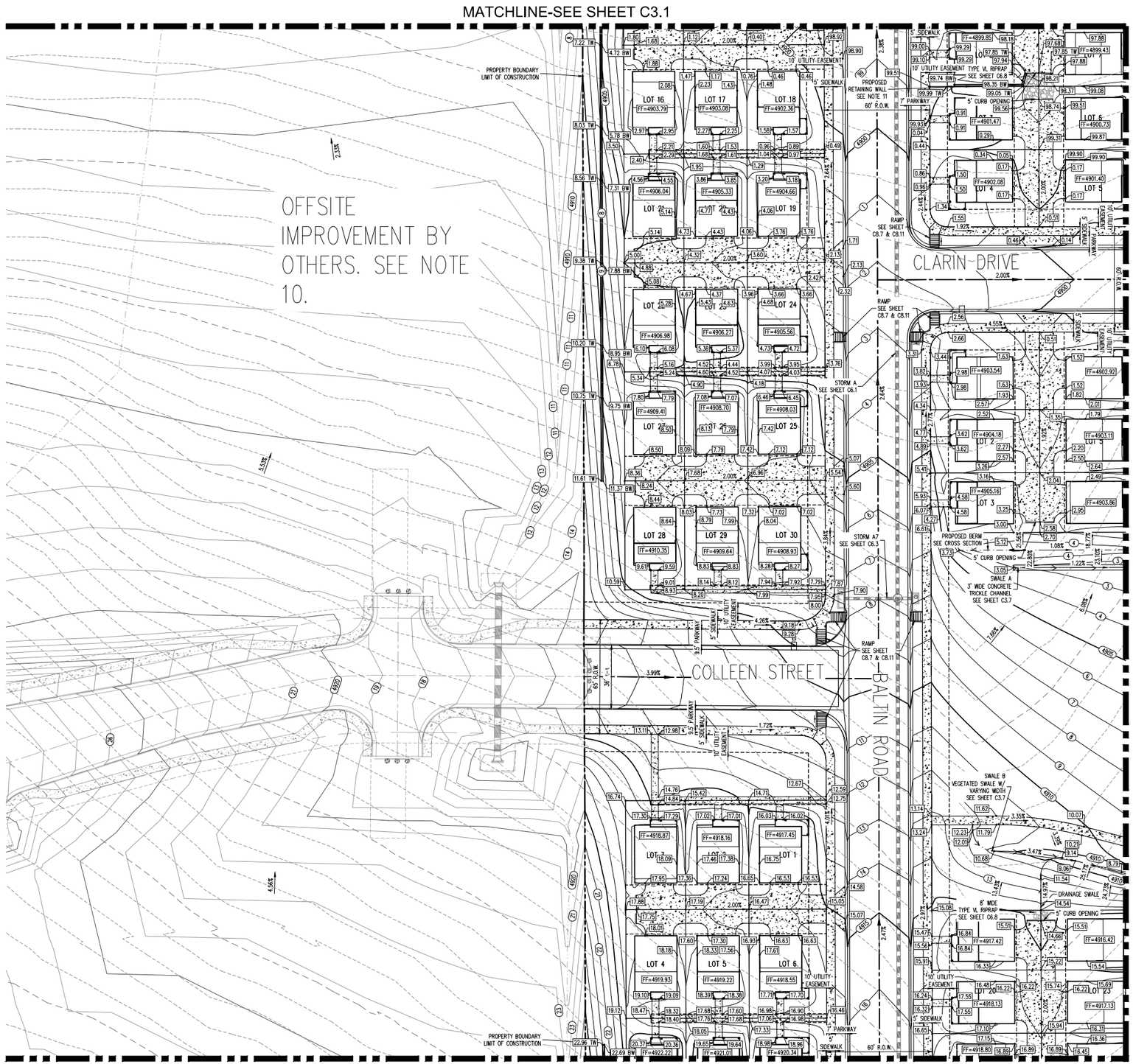
JOHNSTOWN, CO

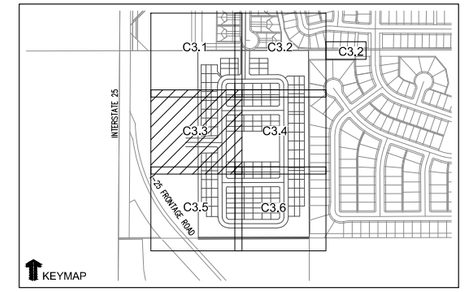
#	Date	Issue / Description	Init.

Project No:	CPG000013
Drawn By:	JKD
Checked By:	KJP
Date:	11.07.2022

GRADING PLAN

C3.2





LEGEND:

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PROPOSED RIGHT-OF-WAY	
PROPOSED LOTLINE	
EASEMENT LINE	
PROPOSED MAJOR CONTOUR	4835
PROPOSED MINOR CONTOUR	36
EXISTING MAJOR CONTOUR	4835
EXISTING MINOR CONTOUR	36
PROPOSED STORM DRAIN	
EXISTING STORM DRAIN	SD
PROPOSED WALL	
PROPOSED MANHOLE	
PROPOSED STORM INLET	
PROPOSED CONCRETE CROSS PAN (TYP.)	
PROPOSED SPOT ELEVATION	x35.72
EXISTING SPOT ELEVATION	x38.12

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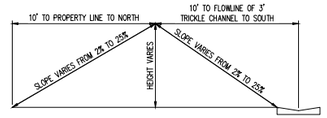
PARK BERM CROSS SECTION:



N

0 15 30

SCALE: 1"=30'

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CLAYTON PROPERTIES GROUP
NORTH RIDGE AT TRR
FINAL DEVELOPMENT PLAN

JOHNSTOWN, CO

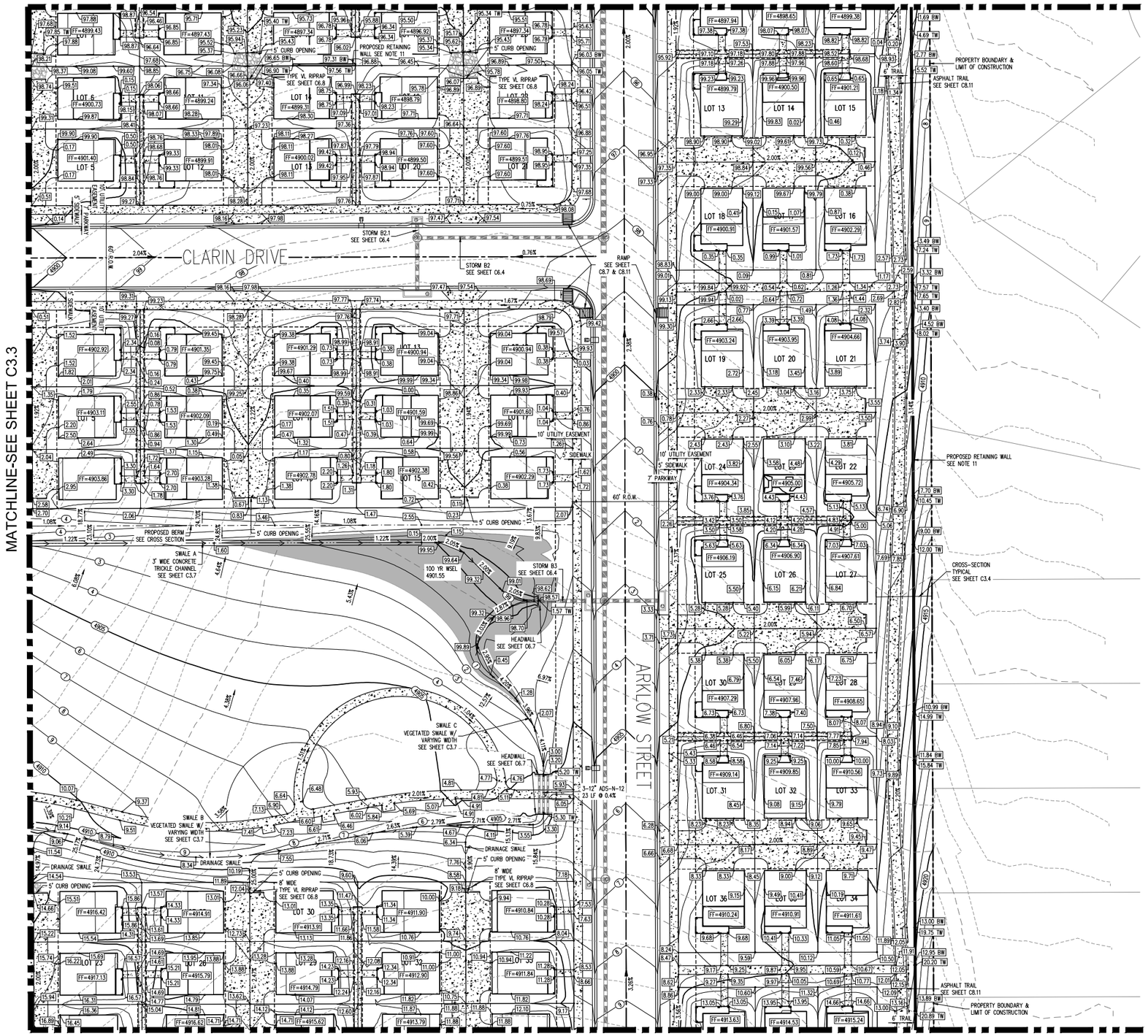
#	Date	Issue / Description	Init.

Project No:	CPG000013
Drawn By:	JKD
Checked By:	KJP
Date:	11.07.2022

GRADING PLAN

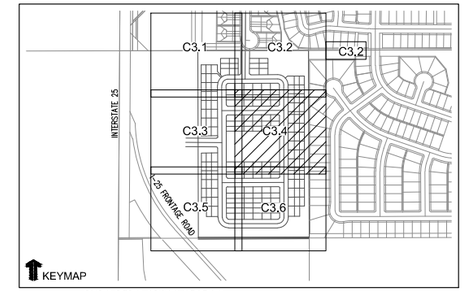
C3.3

MATCHLINE-SEE SHEET C3.2



MATCHLINE-SEE SHEET C3.6

MATCHLINE-SEE SHEET C3.3



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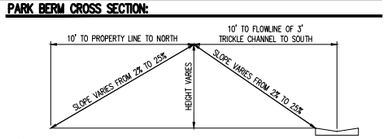

LEGEND:

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- EASEMENT LINE
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- EXISTING STORM DRAIN (SD)
- PROPOSED WALL
- PROPOSED MANHOLE
- PROPOSED STORM INLET
- PROPOSED CONCRETE CROSS PAN (TYP.)
- PROPOSED SPOT ELEVATION (+39.12)
- EXISTING SPOT ELEVATION (+39.12)

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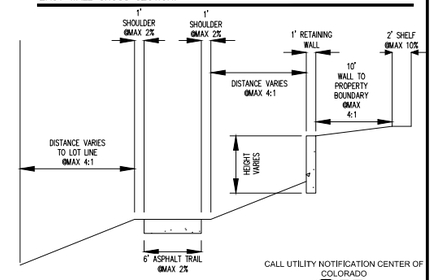

N

SCALE: 1"=30'

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JOHNSTOWN, CO

#	Date	Issue / Description	Init.

Project No:	CPG000013
Drawn By:	JKD
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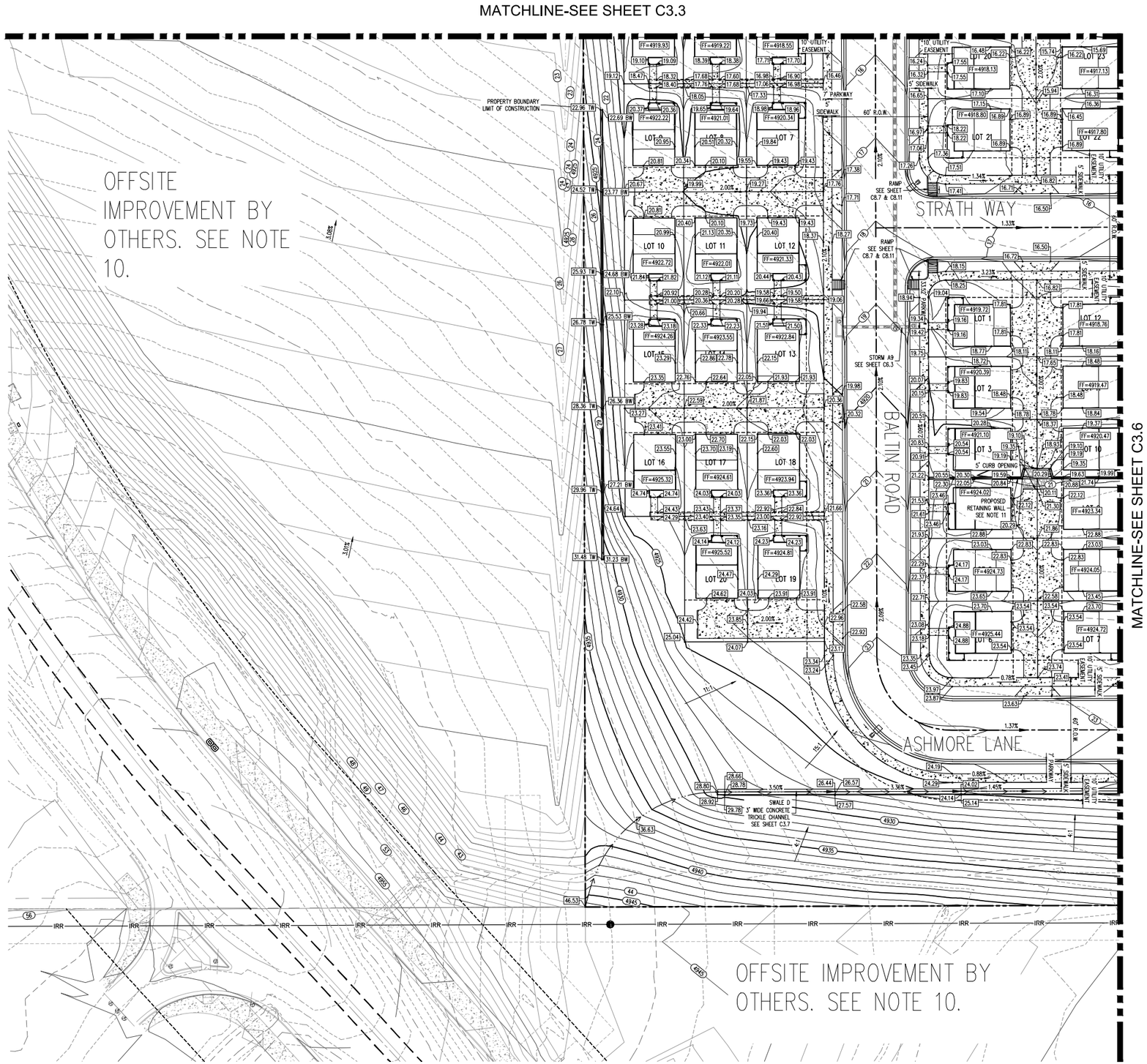
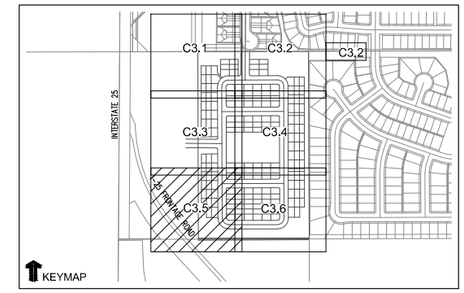
Date:	11.07.2022

GRADING PLAN

C3.4





LEGEND:

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EASEMENT LINE
PROPOSED MAJOR CONTOUR — 4835
PROPOSED MINOR CONTOUR — 36
EXISTING MAJOR CONTOUR — 4835
EXISTING MINOR CONTOUR — 36
PROPOSED STORM DRAIN
EXISTING STORM DRAIN — SD
PROPOSED WALL
PROPOSED MANHOLE
PROPOSED STORM INLET
PROPOSED CONCRETE CROSS PAN (TYP.)
PROPOSED SPOT ELEVATION — 48.71
EXISTING SPOT ELEVATION — 48.71

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CLAYTON PROPERTIES GROUP
NORTH RIDGE AT TRR
FINAL DEVELOPMENT PLAN
JOHNSTOWN, CO

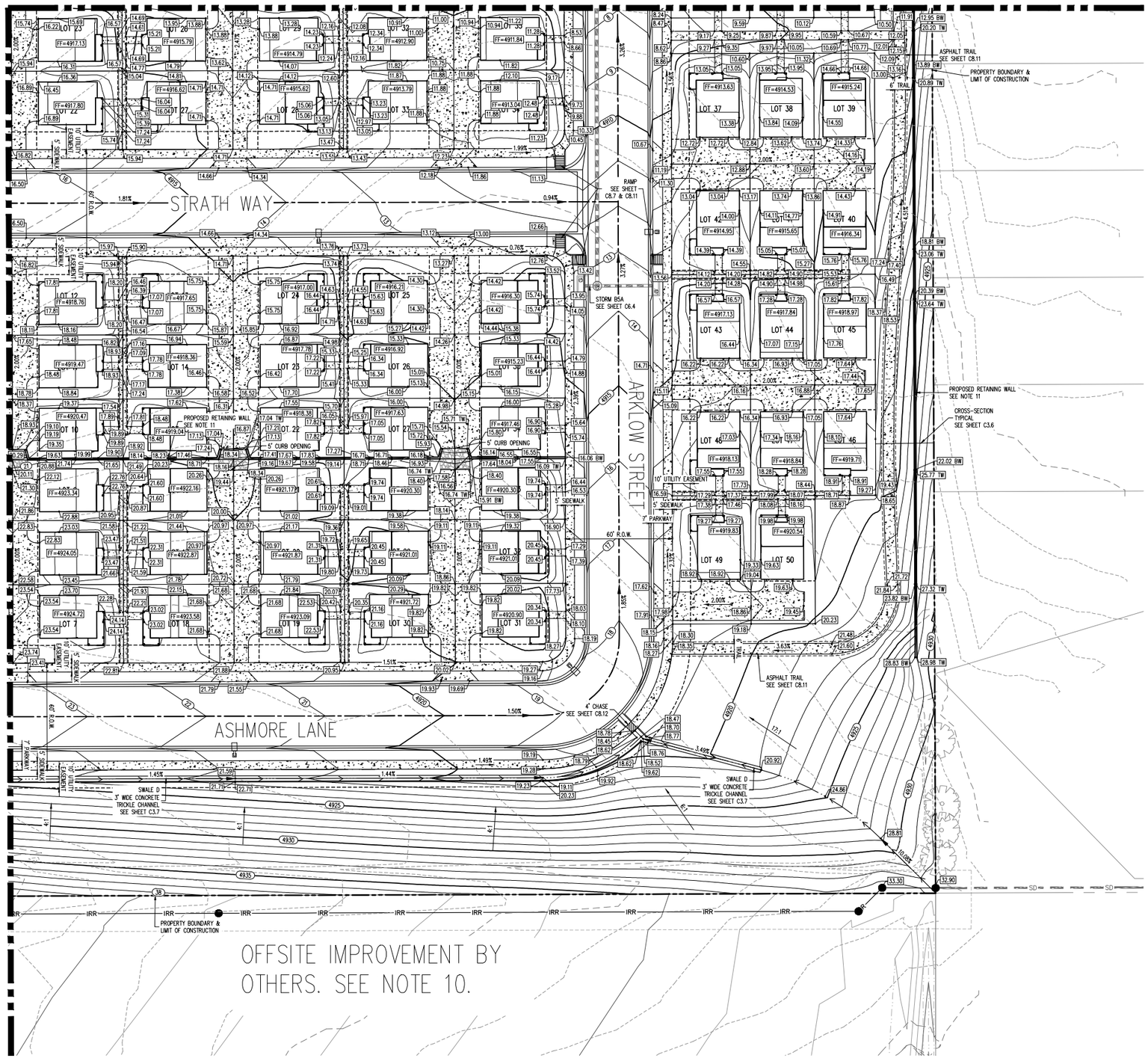
#	Date	Issue / Description	Init.

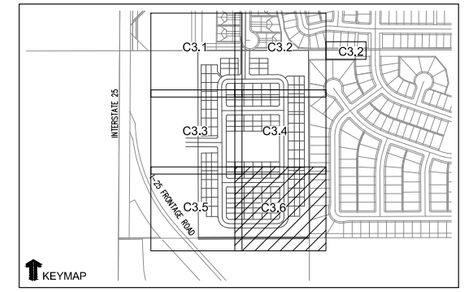
Project No:	CPG000013
Drawn By:	JKD
Checked By:	KJP
Date:	11.07.2022

GRADING PLAN

C3.5

MATCHLINE-SEE SHEET C3.4





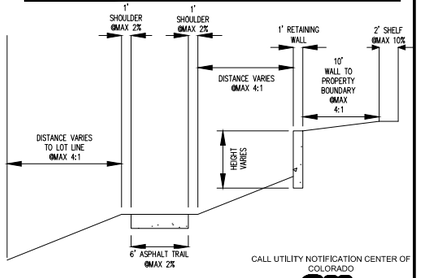
LEGEND:

PROPOSED CURB AND GUTTER	
PROPOSED RIGHT-OF-WAY	
PROPOSED LOTLINE	
EASEMENT LINE	
PROPOSED MAJOR CONTOUR	4835
PROPOSED MINOR CONTOUR	36
EXISTING MAJOR CONTOUR	4835
EXISTING MINOR CONTOUR	36
PROPOSED STORM DRAIN	
EXISTING STORM DRAIN	SD
PROPOSED WALL	
PROPOSED MANHOLE	
PROPOSED STORM INLET	
PROPOSED CONCRETE CROSS PAN (TYP.)	
PROPOSED SPOT ELEVATION	x39.12
EXISTING SPOT ELEVATION	x39.12

NOTES:

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL ALL UTILITY COMPANIES (PUBLIC AND PRIVATE) PRIOR TO ANY CONSTRUCTION TO VERIFY EXACT UTILITY LOCATION.
2. LIMITS OF STREET CUT ARE APPROXIMATE. FINAL EXTENT OF STREET CUT TO BE DETERMINED IN THE FIELD BY THE TOWN PUBLIC WORKS INSPECTOR. REPAIRS SHALL BE PER THE LATEST TOWN STANDARDS.
3. ELEVATIONS SHOWN HAVE BEEN ABBREVIATED. THE ENTIRE ELEVATION IS THE ELEVATION SHOWN PLUS 4900 FEET (48.71 = 4948.71) & 4800 FEET (95.71 = 4895.71)
4. ALL CURB SPOTS SHOWN ARE FLOWLINE ELEVATIONS. ALL OTHER SPOTS ARE RIGHT-OF-WAY LOT CORNERS, GRADE BREAKS AT OVERLOT OR FINISHED GRADE FOR LANDSCAPE AREAS, UNLESS OTHERWISE NOTED.
5. AREA OF OVERLOT DISTURBANCE TO BE BORDERED BY THE SILT FENCE (TYP.)
6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO SOILS IN AREAS OUTSIDE PROJECT STREET RIGHTS-OF-WAY SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE TOWN/COUNTY.
7. NO SOIL STOCKPILE SHALL EXCEED TEN (10) FEET IN HEIGHT. ALL SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING, AND PERIMETER SILT FENCING. ANY SOIL STOCKPILE REMAINING AFTER THIRTY (30) DAYS SHALL BE SEEDED AND MULCHED.
8. SEE SHEETS C8.0–C8.7 FOR ROAD GRADES (PLAN AND PROFILES) AND SIGNAGE AND STRIPING.
9. EROSION CONTROL SHALL FOLLOW SWPPP AND BE UPDATED BY SITE ADMINISTRATOR THROUGHOUT CONSTRUCTION PROCESS.
10. OFFSITE IMPROVEMENTS WILL BE COMPLETED BY CAUBER. CURRENT TIMELINES HAVE BOTH OFFSITE IMPROVEMENTS AND NORTH RIDGE'S CONCURRENTLY DEVELOPING. IF NORTH RIDGE RESIDENTIAL IS COMPLETED FIRST, THE WEST SIDE'S PROPOSED GRADING WILL TIE INTO THE EXISTING TOPOGRAPHY AT A 4:1 SLOPE. CONSTRUCTION OF NORTH RIDGE RESIDENTIAL WILL INCLUDE THE ONSITE PORTION OF COLLEEN STREET. COORDINATION OF CONSTRUCTION OF OFF-SITE PORTION OF COLLEEN STREET WILL OCCUR AS NEEDED TO PROVIDE DUAL ACCESS TO SITE. DUAL ACCESS SHALL BE PROVIDED TO SITE PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.
11. ALL WALLS EXCEEDING 4' IN HEIGHT SHALL BE CONSTRUCTED PER STRUCTURAL DETAIL PROVIDED BY OTHERS (TYP.). ALL PARTS OF PRIVATE WALLS INCLUDING FOOTINGS SHALL BE LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY.

EAST WALL CROSS SECTION:



N

SCALE: 1"=30'

CALL UTILITY NOTIFICATION CENTER OF COLORADO

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

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Gallowa

6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884
GallowayUS.com

Item #8

KYLE JAMES PIERCE
57542
11.07.2022
PROFESSIONAL ENGINEER

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CLAYTON PROPERTIES GROUP
NORTH RIDGE AT TRR
FINAL DEVELOPMENT PLAN

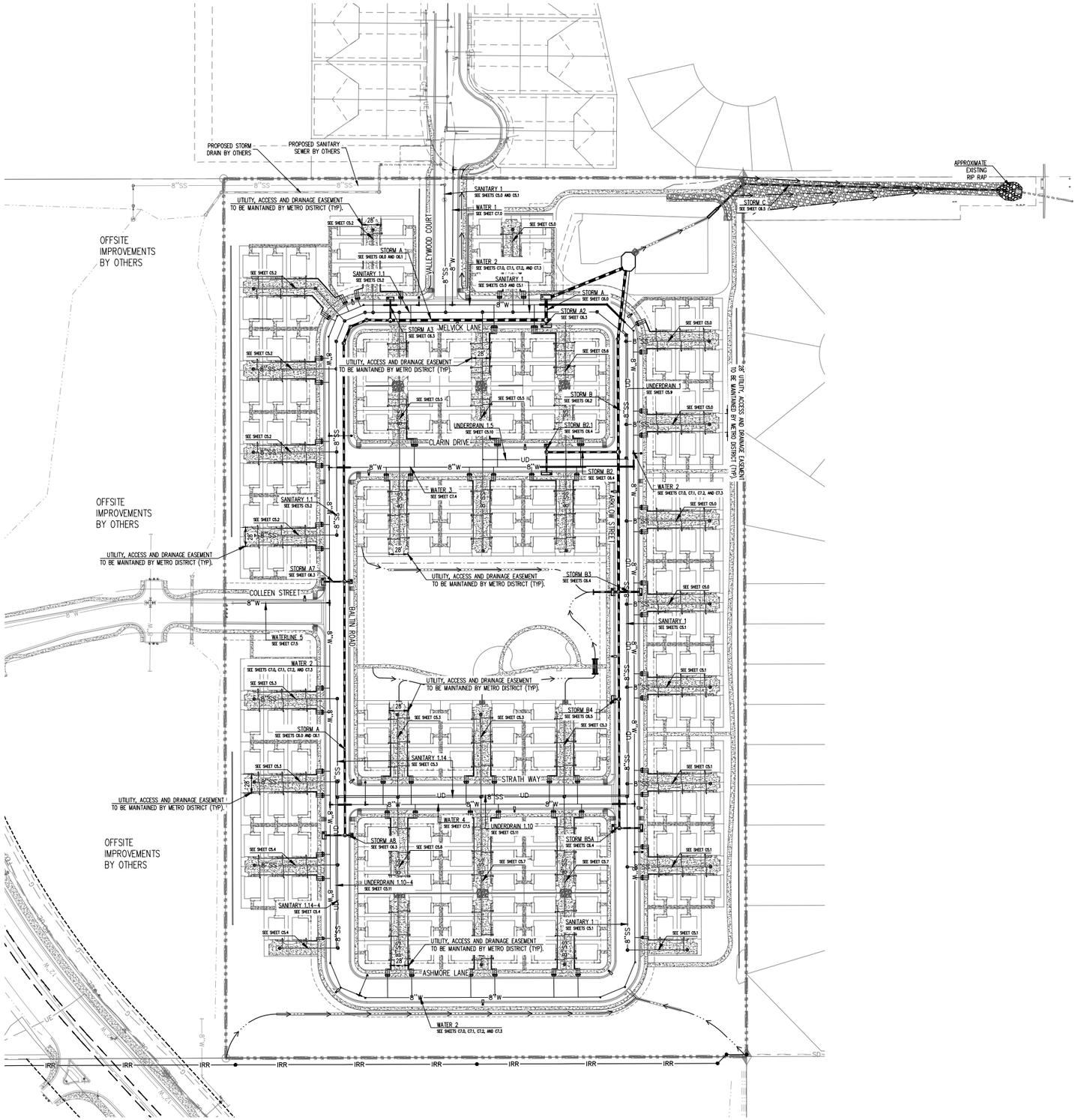
JOHNSTOWN, CO

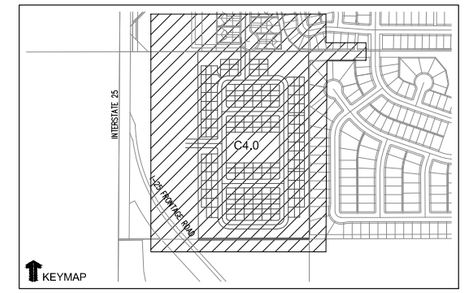
#	Date	Issue / Description	Init.

Project No:	CPG000013
Drawn By:	JKD
Checked By:	KJP
Date:	11.07.2022

GRADING PLAN

C3.6





LEGEND:

- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED CURB AND GUTTER
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOTLINE
- EASEMENT LINE
- FUTURE CURB AND GUTTER
- FUTURE RIGHT-OF-WAY
- FUTURE LOTLINE
- FUTURE EASEMENT LINE
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED WATER LOWERING
- PROPOSED STORM INLET
- EXISTING STORM INLET
- PROPOSED FES AND RIP RAP
- EXISTING FES AND RIP RAP
- PROPOSED SEWER SERVICE
- PROPOSED WATER SERVICE

NOTES:

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2. ALL WATER AND SEWER CONSTRUCTION SHALL BE PER THE TOWN OF JOHNSTOWN STANDARD CONSTRUCTION SPECIFICATIONS LATEST EDITION.
3. ALL WATER FITTINGS AND VALVES ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
4. MAINTAIN 10' HORIZONTAL AND 24" VERTICAL MINIMUM SEPARATION BETWEEN ALL SANITARY SEWER MAINS, STORM SEWER MAINS, WATER MAINS & SERVICES UNLESS OTHERWISE NOTED.
5. CONFIRM HORIZONTAL AND VERTICAL LOCATION OF WATER, STORM AND SANITARY SEWER TIE-IN TO EXISTING LOCATIONS PRIOR TO CONSTRUCTION. CONTACT DESIGN ENGINEER WITH ANY DISCREPANCIES.
6. PIPE LENGTHS ARE CALCULATED FROM THE CENTER OF MANHOLES AND INLET BOX STRUCTURES. LAYING LENGTH INCLUDES FLARED END SECTIONS.
7. RCP SHALL BE CLASS III OR GREATER. PIPE MATERIAL, BEDDING, AND INSTALLATION WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE GOVERNED BY THE TOWN OF JOHNSTOWN. ALTERNATES (SUCH AS ADS N-12 OR HP SANITITE) OUTSIDE OF THE R.O.W. MUST BE APPROVED IN ADVANCE BY THE ENGINEER. ALL JOINTS SHALL BE "WATERTIGHT" USING APPROPRIATE GASKETS OR JOINT WRAPS (PER ASTM C443 FOR RCP AND PER ASTM F477 / D3212 FOR PLASTIC PIPE).
8. ALL STORM MANHOLES LOCATED IN SIDEWALKS AND TRAILS SHALL HAVE PEDESTRIAN RATED LIDS.
9. MANHOLE DIAMETERS REQUIRED TO PROVIDE A MINIMUM OF 1' CLEAR WALL BETWEEN THE OUTSIDE WALLS OF ADJACENT INCOMING LINES AT THE INSIDE WALL OF THE STRUCTURE. CONTRACTOR SHALL VERIFY THAT MANHOLE DIAMETERS MEET THE REQUIREMENTS AND ARE SUFFICIENT FOR INSTALLATION (i.e., WITHIN PRE-CASTER'S TOLERANCES, ETC.).
10. PROVIDE WATER TIGHT JOINTS PER ASTM C443 AT ALL CIRCULAR STORM PIPE.
11. MANHOLES SHALL BE SHAPED UNLESS OTHERWISE NOTED. REFER TO PLAN VIEW FOR SHAPED MANHOLES.
12. ANY WATER MAIN CROSSING WITH LESS THAN 2' OF VERTICAL CLEARANCE TO STORM DRAIN SHALL HAVE A 6" LAYER OF EXTRUDED POLYSTYRENE FOAM (XPS) WRAPPED AROUND THE WATER MAIN TO A MINIMUM OF 5' ON EACH SIDE OF THE STORM DRAIN.
13. ANY SANITARY SEWER OR STORM DRAIN WITHIN 18" VERTICAL CLEARANCE OF A WATER MAIN CROSSING OR WITH A WATER MAIN CROSSING BELOW SHALL BE ENCASED PER TOWN OF JOHNSTOWN DETAIL ON SHEET C5.12, C7.7.

N

0 40 80
SCALE: 1"=80'

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Item #8

KYLE J. KIRKPATRICK
57542
11.07.2022
PROFESSIONAL ENGINEER

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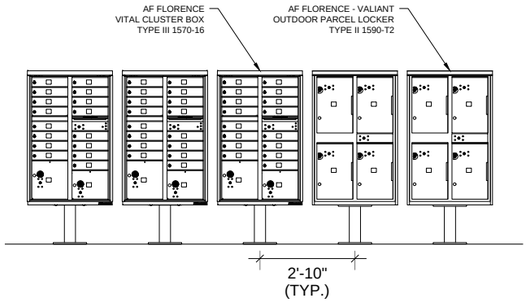
CLAYTON PROPERTIES GROUP
NORTH RIDGE AT TRR
FINAL DEVELOPMENT PLAN
JOHNSTOWN, CO

#	Date	Issue / Description	Init.

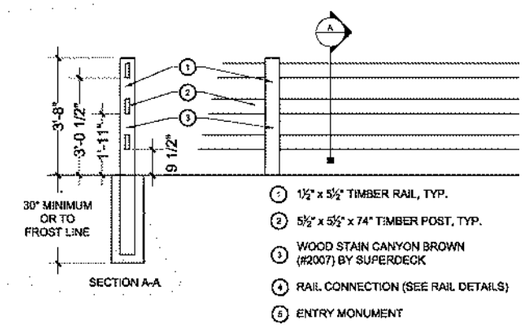
Project No:	CPG000013
Drawn By:	ALS
Checked By:	KJP
Date:	11.07.2022

OVERALL UTILITY PLAN

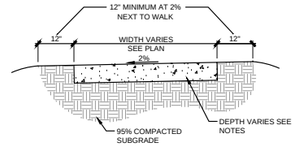
C4.0



G MAIL KIOSK
SCALE: NOT TO SCALE

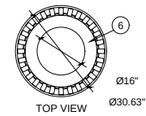


H OPEN RAIL FENCE
SCALE: NOT TO SCALE



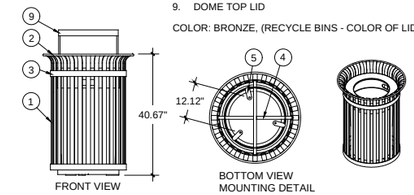
NOTES:
1. CONCRETE WALKS 5' WIDE OR LESS SHALL BE 4" DEPTH MIN.
2. CONCRETE WALKS 6' WIDE OR GREATER SHALL BE 6" DEPTH MIN.
3. 4,000 PSI CONCRETE, REINFORCED WITH FIBERMESH.

K CONCRETE WALKWAY
SCALE: 1/2"=1'0"



MATERIAL LIST
1. VERTICAL STRAPS $\frac{5}{16}$" x $1\frac{1}{2}$" STEEL FLAT BAR
2. TOP RING Ø$\frac{5}{16}$" STEEL ROUND BAR
3. SUPPORT RINGS $\frac{1}{4}$" x 2" STEEL FLAT BAR
4. SUPPORT BARS $\frac{1}{4}$" x 1" STEEL FLAT BAR
5. SURFACE MOUNT PLATES $\frac{1}{4}$" x $1\frac{1}{2}$" STAINLESS STEEL PLATE WITH $\frac{5}{16}$" MOUNTING HOLE
6. LID Ø24" x 0.075" WALL STEEL LID ATTACHED TO BASKET WITH STAINLESS STEEL AIRLINE CABLE
7. MOUNTED WITH THREE Ø$\frac{1}{4}$" x 4-5" STAINLESS STEEL ANCHOR BOLTS (CUSTOMER SUPPLIED)
8. 40 GALLON RIGID PLASTIC LINER WITH HANDLES INCLUDED
9. DOME TOP LID

COLOR: BRONZE, (RECYCLE BINS - COLOR OF LID: FOREST)



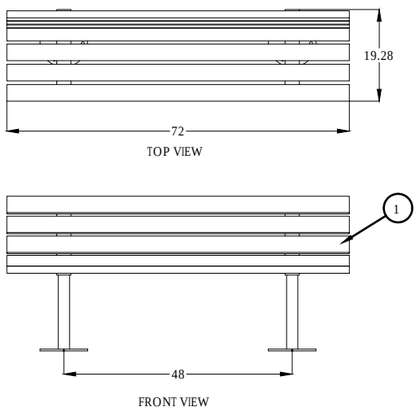
siteSCAPES	P.O. Box 22326 Lincoln, NE 68542	PF: 402/421-9464 FX: 402/421-9479	WEBSITE: www.sitescapesonline.com E-MAIL: info@sitescapesonline.com
TITLE CITY VIEW TRASH RECEPTACLE	PRODUCT NO. CV2-1000	INCH TOLERANCES U.O.S.	THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SITESCAPES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SITESCAPES, INC. IS PROHIBITED.

M TRASH RECEPTACLE
SCALE: NOT TO SCALE

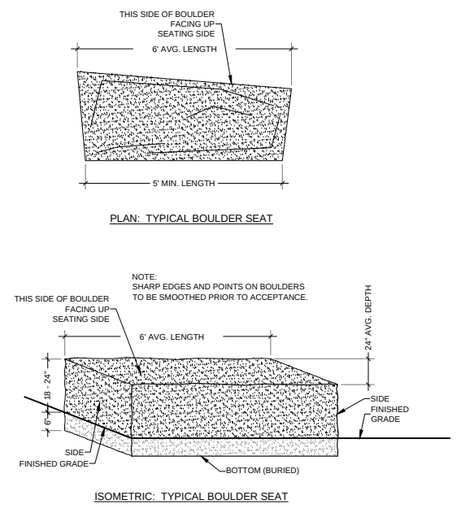
siteSCAPES	P.O. Box 22326 Lincoln, NE 68542	PF: 402/421-9464 FX: 402/421-9479	WEBSITE: www.sitescapesonline.com E-MAIL: info@sitescapesonline.com
TITLE AVONDALE BACKED BENCH	PRODUCT NO. AV1-1020-RP	INCH TOLERANCES U.O.S. FRACTION--±1/16" ANG----------±1°	THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SITESCAPES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SITESCAPES, INC. IS PROHIBITED.

*Available in powder coat and DuraCoat finishes

MATERIALS LIST
(1) Seat - Nominal 2 x 4 Recycled Plastic Slats
(2) Supports - Ø 2 3/8" Steel Tubing with 3/8" x 3" Steel Flat Bar and Ø 10" x 3/8" Thick Mounting Plate
(3) Mounted with Six Ø 1/2" x 4-5" Stainless Steel Anchor Bolts (Customer Supplied)



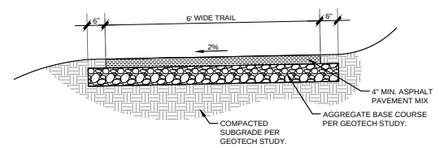
N BENCH
SCALE: NOT TO SCALE



O BOULDER SEAT
SCALE: 1/2"=1'-0"

ALUMINUM DOGIPOT®
PET STATION (#1003-L)

P DOG WASTE STATION
SCALE: NOT TO SCALE



PP ASPHALT TRAIL
SCALE: 1/2"=1'0"

ARCHITECT / PLANNER

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88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

OWNER/CLIENT

CLAYTON PROPERTIES GROUP II, INC
4908 TOWER ROAD
DENVER, COLORADO
303-460-8800

NORTH RIDGE
JOHNSTOWN, COLORADO
FINAL DEVELOPMENT PLAN
DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #:	201033
DRAWN BY:	TH
CHECKED BY:	RH

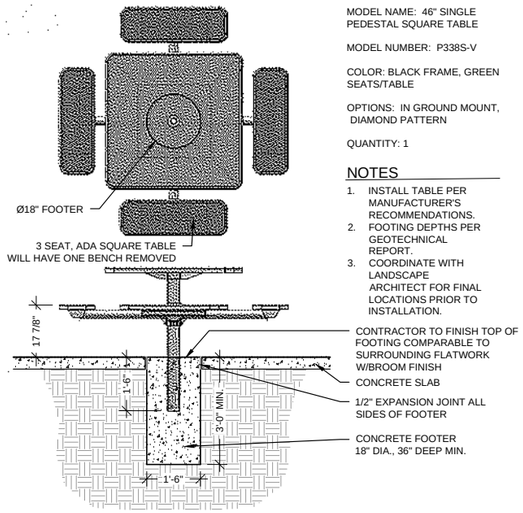
ISSUE RECORD

1ST SUBMITTAL	11/08/2021
2ND SUBMITTAL	02/16/2022
3RD SUBMITTAL	04/20/2022
4TH SUBMITTAL	06/17/2022
5TH SUBMITTAL	07/18/2022
6TH SUBMITTAL	11/07/2022

SHEET NUMBER

L3.1

p:\2020\201033_north ridge\1 drawings\2 planning\1 sheets\cad\201033_north ridge_fdp details.dwg / 11/8/2022 1:43 PM



MANFACTURER: ULTRA-SITE

MODEL NAME: 46" SINGLE PEDESTAL SQUARE TABLE

MODEL NUMBER: P338S-V

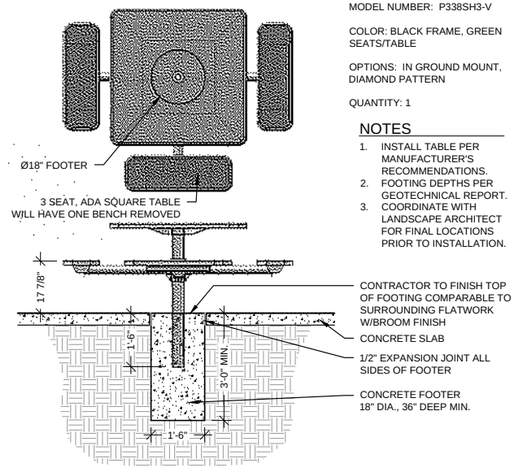
COLOR: BLACK FRAME, GREEN SEATS/TABLE

OPTIONS: IN GROUND MOUNT, DIAMOND PATTERN

QUANTITY: 1

NOTES

1. INSTALL TABLE PER MANUFACTURER'S RECOMMENDATIONS.
2. FOOTING DEPTHS PER GEOTECHNICAL REPORT.
3. COORDINATE WITH LANDSCAPE ARCHITECT FOR FINAL LOCATIONS PRIOR TO INSTALLATION.



MANFACTURER: ULTRA-SITE

MODEL NAME: 46" SINGLE PEDESTAL,3 SEAT, ADA SQUARE TABLE

MODEL NUMBER: P338SH3-V

COLOR: BLACK FRAME, GREEN SEATS/TABLE

OPTIONS: IN GROUND MOUNT, DIAMOND PATTERN

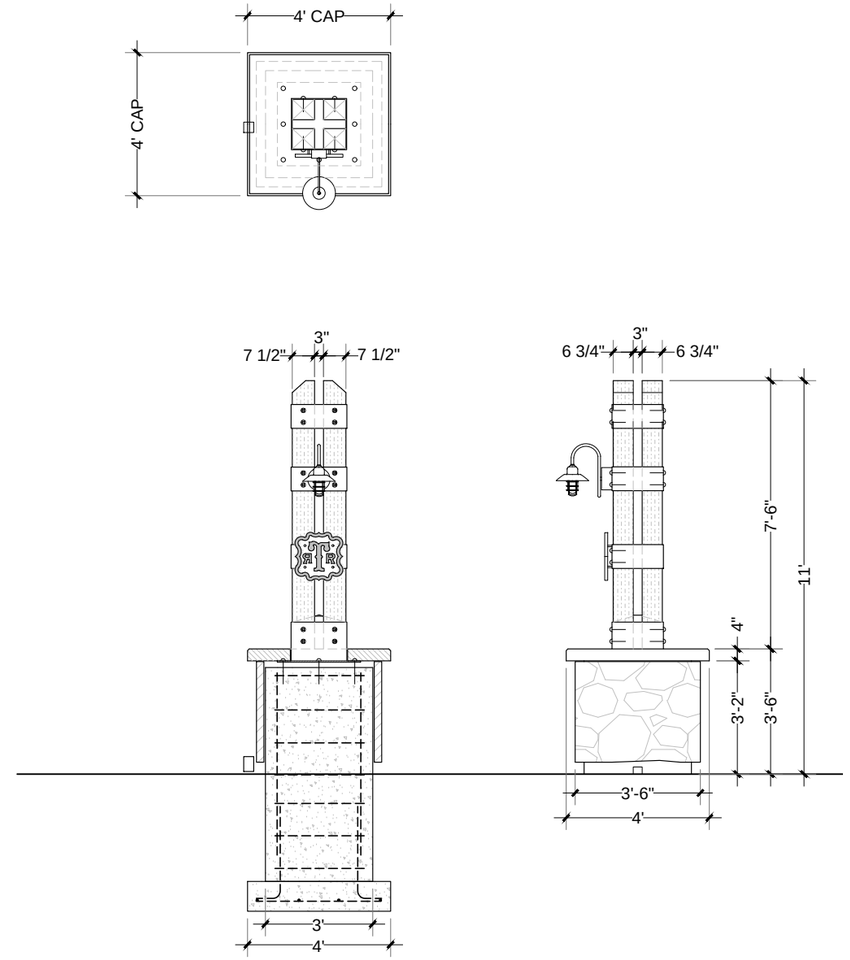
QUANTITY: 1

NOTES

1. INSTALL TABLE PER MANUFACTURER'S RECOMMENDATIONS.
2. FOOTING DEPTHS PER GEOTECHNICAL REPORT.
3. COORDINATE WITH LANDSCAPE ARCHITECT FOR FINAL LOCATIONS PRIOR TO INSTALLATION.

Q PEDESTAL TABLE

SCALE: 1/2" = 1'-0"



R ENTRY MONUMENT

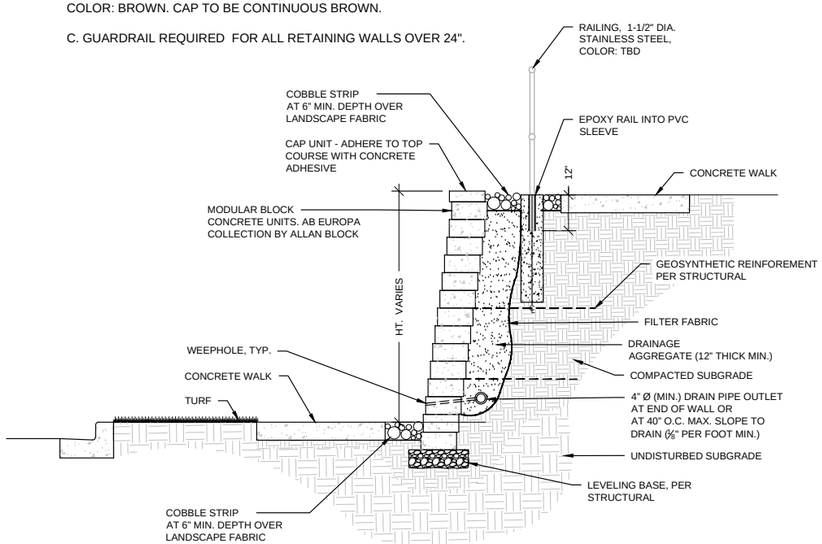
SCALE: 1/2" = 1'-0"

NOTES:

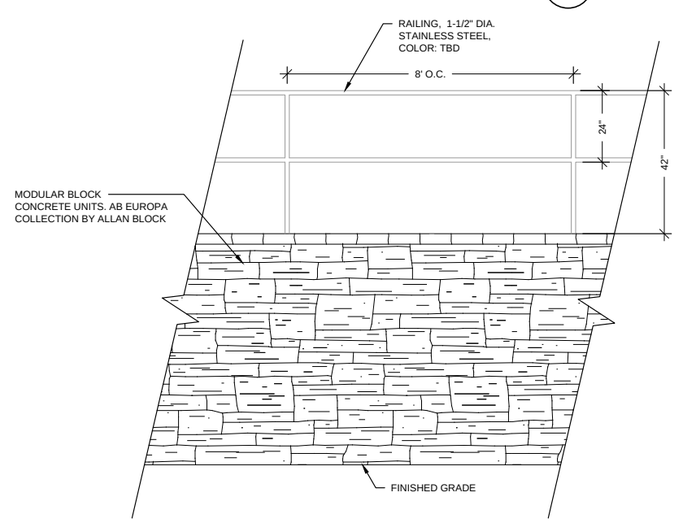
A. CONTRACTOR TO PROVIDE DESIGN/BUILD SERVICES WALL. REFERENCE MANUFACTURE SPECS. FOR CONSTRUCTION. THIS DETAIL SHOWS ONLY GENERAL CONSTRUCTION TECHNIQUE. MANUFACTURE SPECS./STRUCTURAL ENGINEERING DRAWINGS TAKE PRECEDENT OVER THIS DETAIL.

B. MODULAR BLOCK UNITS T
O BE THE FOLLOWING (OR APPROVED EQUAL): MANUFACTURER: VERSA-LOK (1-800-770-4525)
LOCAL SUPPLIER: VALLEY BLOCK (970-667-4480). UNIT TYPE & PATTERN: STANDARD BLOCK WITH WEATHERED OPTION, MOSAIC PATTERN COLOR: BROWN. CAP TO BE CONTINUOUS BROWN.

C. GUARDRAIL REQUIRED FOR ALL RETAINING WALLS OVER 24".



SECTION



ELEVATION

S RETAINING WALL

SCALE: 1/2" = 1'-0"

ARCHITECT / PLANNER

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FINAL DEVELOPMENT PLAN

DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #:	201033
DRAWN BY:	TH
CHECKED BY:	RH

ISSUE RECORD

1ST SUBMITTAL	11/08/2021
2ND SUBMITTAL	02/16/2022
3RD SUBMITTAL	04/20/2022
4TH SUBMITTAL	06/17/2022
5TH SUBMITTAL	07/18/2022
6TH SUBMITTAL	11/07/2022

SHEET NUMBER

L3.2

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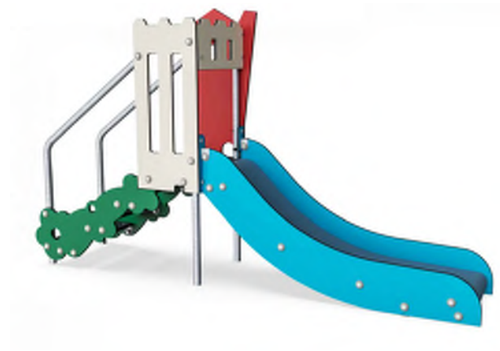
MANUFACTURER: KOMPAN
MODEL #M95172
COLOR: WHITE

T SUNFLOWER SWING
SCALE: NOT TO SCALE

MANUFACTURER: KOMPAN
MODEL #KSW92002-0910
COLOR: GRAY

U 7 FT. SWING
SCALE: NOT TO SCALE



V TREE HOUSE SLIDE
SCALE: NOT TO SCALE

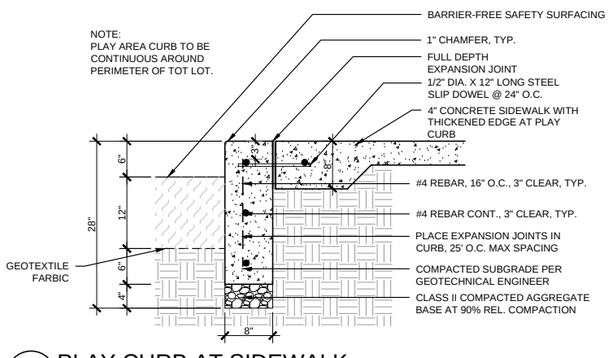
X KANGAROO SPRINGER
SCALE: NOT TO SCALE

Z ELEMENTS CLIFF RIDER EXTREME
SCALE: NOT TO SCALE

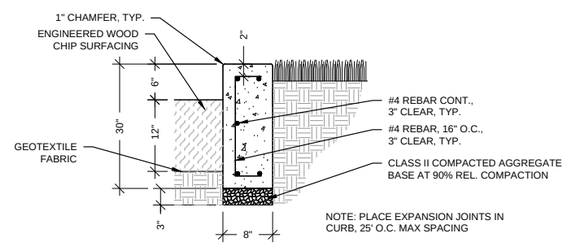
AA TIPI CAROUSEL
SCALE: NOT TO SCALE

BB TODDLER SPICA
SCALE: NOT TO SCALE

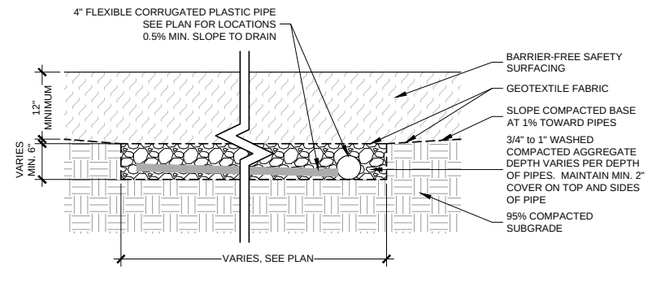
CC PUMA SPRINGER
SCALE: NOT TO SCALE



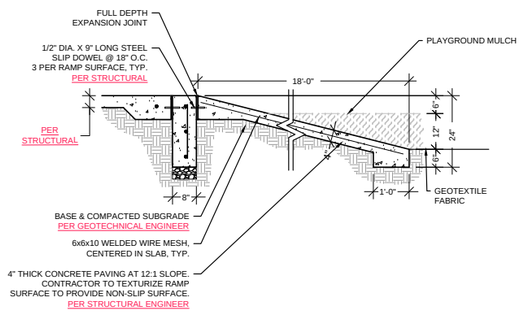
DD PLAY CURB AT SIDEWALK
SCALE: 1" = 1'-0"



EE PLAYCURB AT LANDSCAPE
SCALE: 1" = 1'-0"



GG PLAY SURFACE DRAIN/DRAIN
SCALE: 1/2" = 1'-0"



FF PLAYGROUND RAMP
SCALE: 1/2" = 1'-0"

ARCHITECT / PLANNER

LAI Design Group
world wide

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architecture | Planning | Golf Design
Landscape Architecture | Visual Media
www.LAIdesigngroup.com

OWNER/CLIENT

CLAYTON PROPERTIES GROUP II, INC
4908 TOWER ROAD
DENVER, COLORADO
303-460-8800

NORTH RIDGE
JOHNSTOWN, COLORADO

FINAL DEVELOPMENT PLAN

DETAILS

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT #:	201033
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CHECKED BY:	RH

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SHEET NUMBER

L3.3

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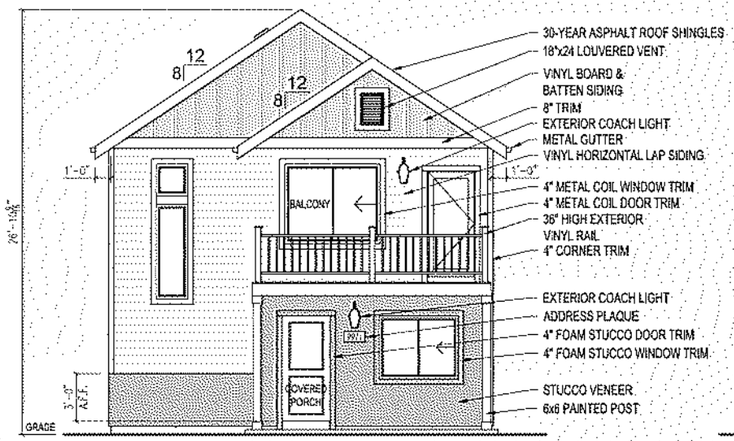
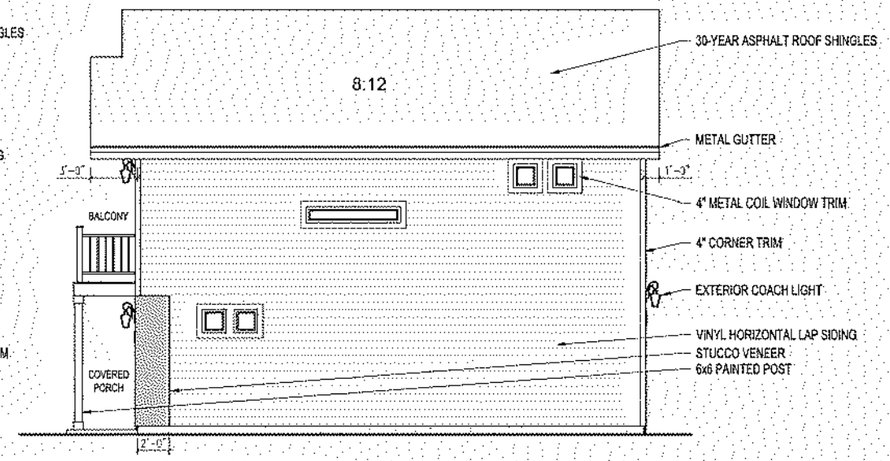
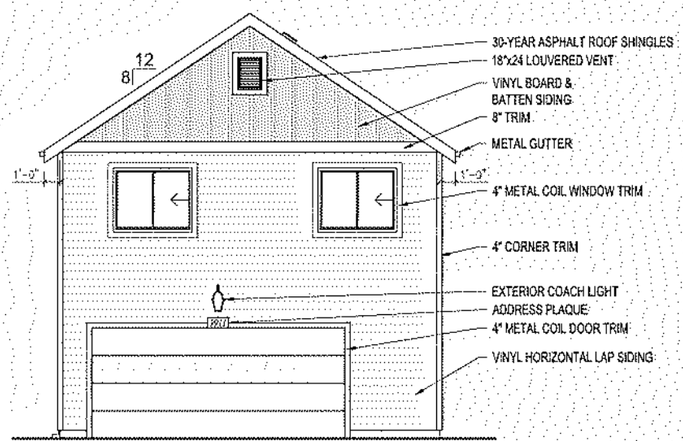
NOTE: REFER TO THE ATTACHED ARCHITECTURE ELEVATIONS DOCUMENT FOR ALL AMERICAN DREAM ELEVATIONS AS WELL AS FOR MATERIALS AND COLORS.



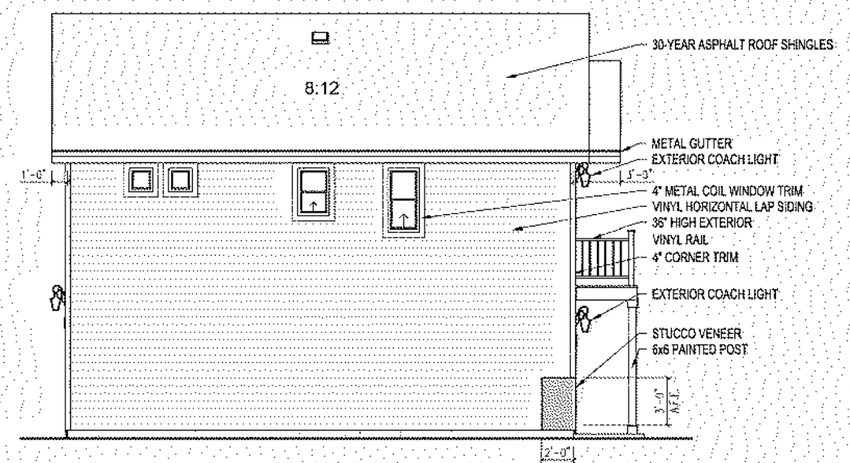
1 Front Elevation
Plan 9911CO - Elevation A



2 Right Side Elevation
Plan 9911CO - Elevation A



3 Rear Elevation
Plan 9911CO - Elevation A



4 Left Side Elevation
Plan 9911CO - Elevation A

DD TYPICAL AMERICAN DREAM ELEVATIONS
SCALE: NOT TO SCALE

ARCHITECT / PLANNER

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NORTH RIDGE
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FINAL DEVELOPMENT PLAN

ARCHITECTURE ELEVATIONS

PROFESSIONAL STAMP

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SHEET NUMBER

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Town of Johnstown

PLANNING & ZONING COMMISSION
STAFF ANALYSIS REPORT

ITEM:	**Public Hearing and Consideration for the "North Ridge at TRR" Preliminary/Final Plat and Development Plan (SUB21-0023)**
DESCRIPTION:	Proposed 196 unit residential subdivision on approximately 24 acres
LOCATION:	Northeast corner of the I-25 and Freedom Parkway (County Road 18) intersection
APPLICANT:	Greg Saia, Clayton Properties Group II, Inc.
STAFF:	Justin Currie, Planner II
HEARING DATE:	November 16, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan
4. Public Comment

PROJECT SUMMARY

The Applicant, Clayton Properties Group II, Inc., is requesting consideration of a Preliminary/Final Subdivision Plat and Development Plan consisting of 196 lots for single family detached homes. This subdivision encompasses approximately 24 acres located north of the I-25 and Freedom Parkway (County Road 18) intersection, adjacent to the existing Thompson River Ranch residential neighborhood, and will be a resubdivision of Lot 1 of the North Ridge Subdivision Filing No. 1. The lots will be arranged in "clusters" with up to six individual lots clustered around a shared private driveway. This submittal includes a 1.8-acre park, and just over 7 acres of open space and a trail along the east side connecting to the internal sidewalk network.

This proposed subdivision would create 196 lots and range in lot size from 2,100 SF to 3,436 SF, all the lots will be designed as "cluster homes" and would be developed with shared accesses and a standard "six pack" (six units to one main drive) configuration. The shared access drives are privately owned and will be maintained by the Thompson Crossing Metro District #5. The development plan notes that each home has a 2-car garage, and the plan provides for an additional 212 on-street parking spaces on internal streets for a total of 604 spaces. The plan also presents a typical lot layout with front doors facing a common green space and walk between these "6-packs."

There would be two points of access to the site, via new public streets. The primary access will be from the west along the to-be-dedicated right-of-way for the expanded frontage road and a secondary access from the north through the existing Thompson River Ranch, Filing 9 subdivision. Currently, that northern street ends in a cul-de-sac but with this submittal right-of-way is being dedicated to allow the existing Valleywood Court to connect into the proposed subdivision.

Utilities will connect to the existing water and sanitary sewer located in the Thompson River Ranch, create a looped system on-site that connects to the Frontage Road at Colleen Street, and provide additional connections to the surrounding lots and tracts of the North Ridge subdivision.

Zoning:	PUD-MU (Mixed Use)
PUD:	North Ridge PUD Outline Development Plan
Oil & Gas:	None
Floodplain:	Area X – no regulatory floodplain
Ditches:	None

ADJACENT ZONING & LAND USE

North	PUD-MU –Thompson River Ranch Single Family neighborhood
East	PUD-MU –Thompson River Ranch Single Family neighborhood
South	PUD-MU– North Ridge Commercial tract (in review), undeveloped
West	North Ridge commercial/office tract, undeveloped and I-25 frontage road

PROPERTY LAND USE HISTORY

This property has historically been undeveloped ag land, in Larimer County. The property was annexed as two separate annexations, the 402 Exchange Business Park Annexation, Ordinance 2005-747 and the North Ridge Annexation, Ordinance 2021-204. Both annexations had a zoning of PUD-Mixed Use, which is how the property is currently zoned. The subdivision plat (North Ridge Subdivision Plat) creating this lot is currently under review and must be approved before this project and plat can be finalized.

PUBLIC NOTICE & COMMENT

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, October 27, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. Public comments received by Staff as of the date of publication of this report are included in Attachment 4.

STAFF ANALYSIS

The proposed development plan includes a walking trail along the east and northeast portion of the site that will connect to the internal sidewalk network. A 1.8-acre centrally located park provides a neighborhood gathering area, including a large turf lawn, playground and seating areas.

A minimum 15’ landscaped buffer yard along the eastern and northern property lines is required adjacent to existing homes. A retaining wall is planned along the eastern edge of the property, to offset some of the changes in grade as the subject site will sit several feet (5-8’) lower than the existing neighborhood

to the east. The grading and edge treatments should help buffer this proposed development from the existing homes, and the use of residential homes for this site was also intended to buffer from more intense development envisioned along the frontage road. A 15-foot berm on the south side will provide a meaningful setback & buffer from the adjacent commercial property (no use known yet).

The proposed Preliminary/Final Subdivision Plat and Development Plans substantially comply with Town Code and regulations; and meet the development standards of the North Ridge PUD Outline Development Plan. Staff has no outstanding concerns and believes this development will promote the Town's goals of diversity of housing types, walkable neighborhoods, and efficient development patterns and extension of infrastructure.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings:

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested North Ridge at TRR Preliminary/Final Plat and Development Plan and be approved based upon the following findings:

1. The proposed development is in alignment with the current Johnstown Area Comprehensive Plan and its Future Land Use Plan.

2. The proposed development is in substantial compliance with the Town's codes, regulations, and requirements.

3. The proposed development appears serviceable by Town systems, services, and utilities, with required improvements that will are reflected in development and construction plans.

Recommended Motion to Approve:

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the North Ridge at TRR Preliminary/Final Plat and Development Plan 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 based upon the findings as stated in this report.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the North Ridge at TRR Preliminary/Final Plat and Development Plan based upon the following findings…"

Planner:

Justin Currie, Planner II

Kim Meyer

From: Ryan Howard[redacted]
Sent: Tuesday, November 8, 2022 6:05 AM
To: planning
Subject: Northridge Filing 1 Feedback

Mr. Currie,

Thank you for the opportunity to provide feedback on the North Ridge Filing 1 Plan. I am a resident in Thompson River Ranch near the development. If I may, I'd like to provide two points of feedback, one of which I believe impacts me most as a TRR resident.

Looking at the map, one concern I would have for these new neighbors is the lack of parking. It is very likely that there will be high volumes of street parking. People use their garages for storage, and many people will drive large trucks that won't fit in their garages. These properties do not have driveways that allow a parked car on a property, and making a 90 degree turn into the garage with a larger vehicle won't be easy. We have seen this in the TRR carriage houses. At the same time, there is not any additional parking included on the map. I think you will find this problematic, especially with vehicles like fire trucks or school buses. If you look at the entrance to the Riverview School in the mornings, with street parking, it's very difficult for cars and buses to navigate. I would encourage the developer to identify places for overflow parking.

Second, Colleen street is not particularly far from River Ranch Parkway. During rush hour, there are often long waits to exit TRR onto the frontage road. This will bring two streets not that far from each other with 45 mile per hour traffic and faster. Particularly with the density of cars that might be exiting Colleen street at key moments of the morning commute. With more development along the frontage road coming, it's going to become more difficult to get onto the frontage. Some sort of traffic flow solution might be needed, be that round-a-bouts, stop signts, or stop lights.

Thank you,

Ryan Howard

Town of Johnstown

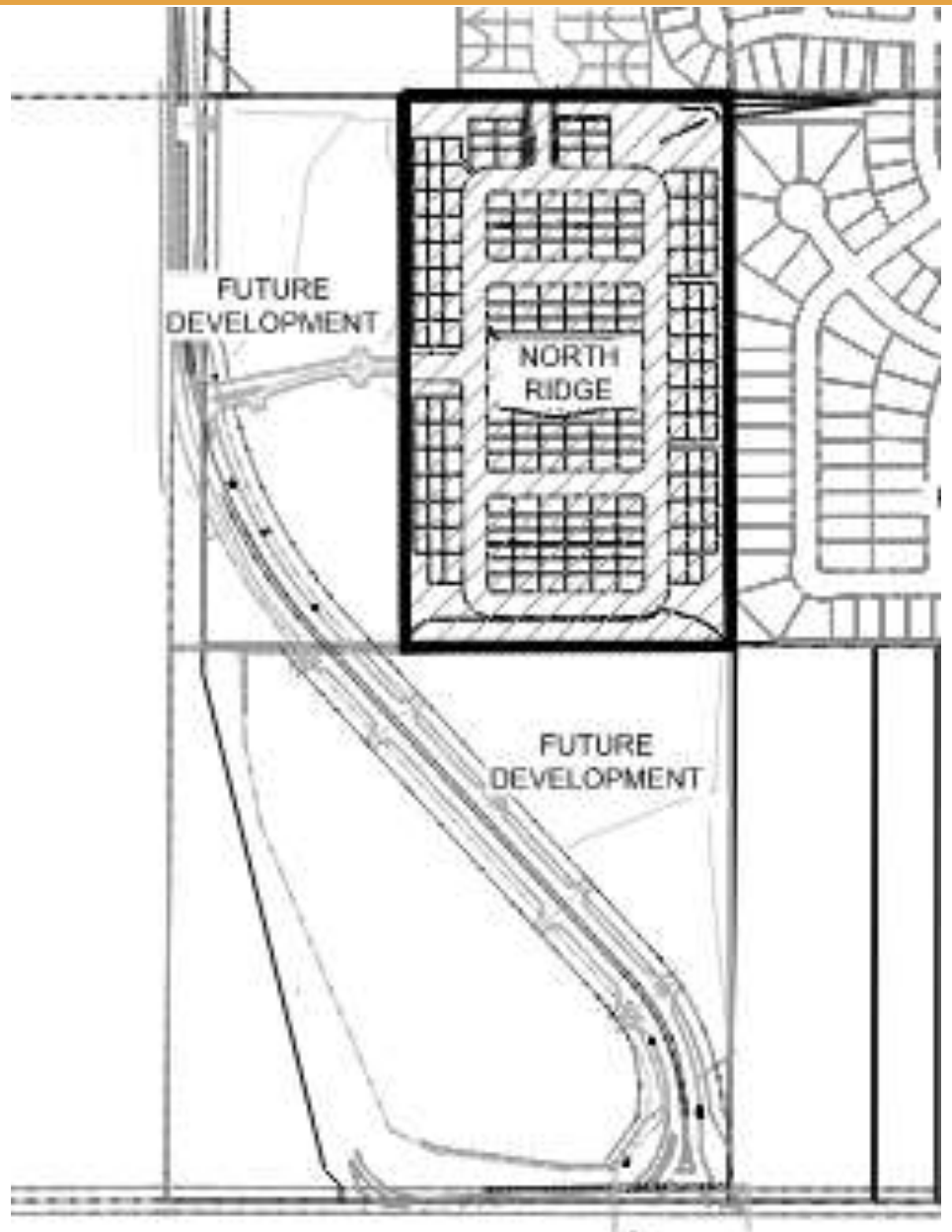
NORTH RIDGE at TRR SUBDIVISION

Preliminary/Final Subdivision Plat and Development Plan
(SUB21-0023)

Town Council Meeting

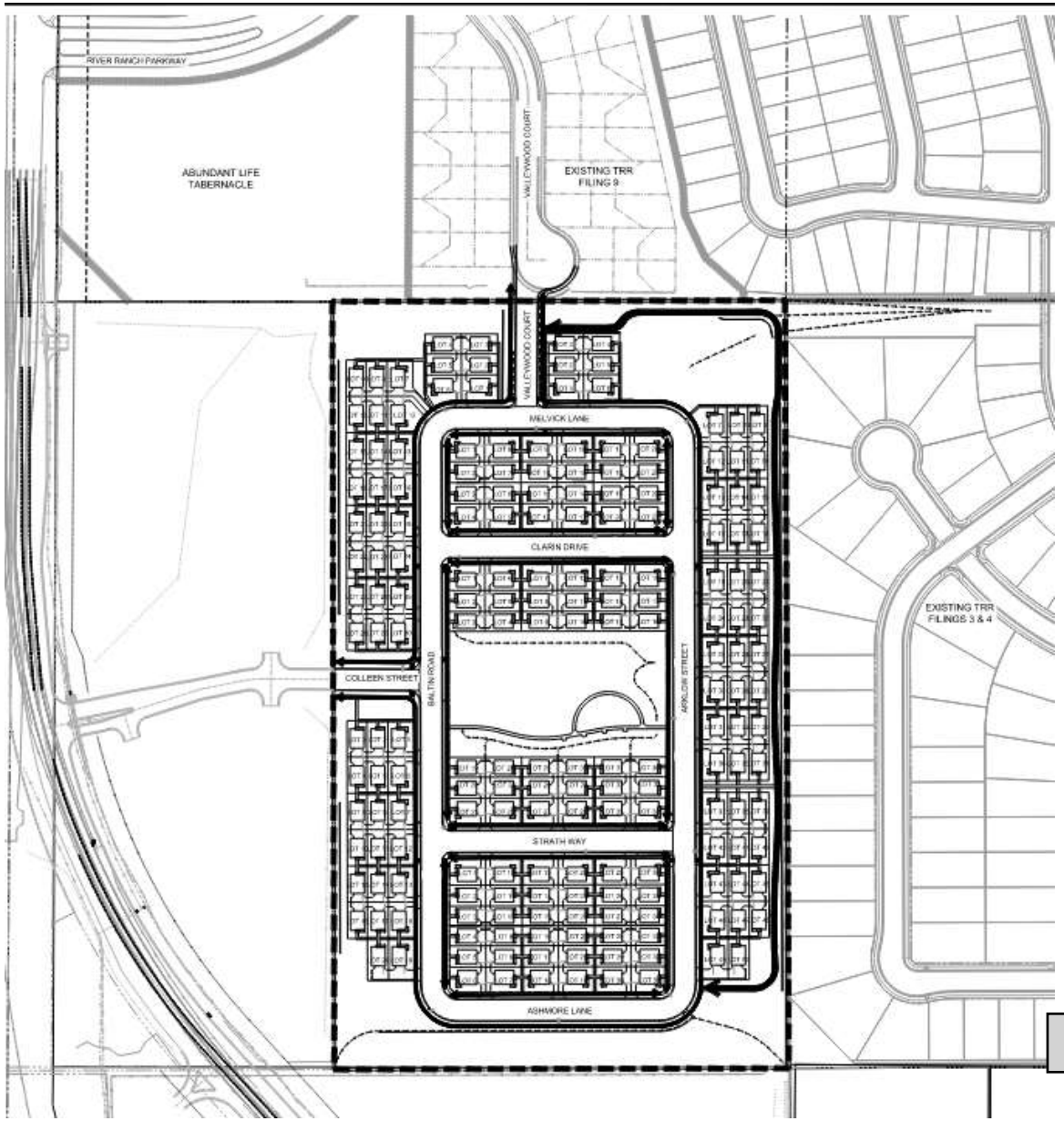
December 5, 2022

VICINITY MAP



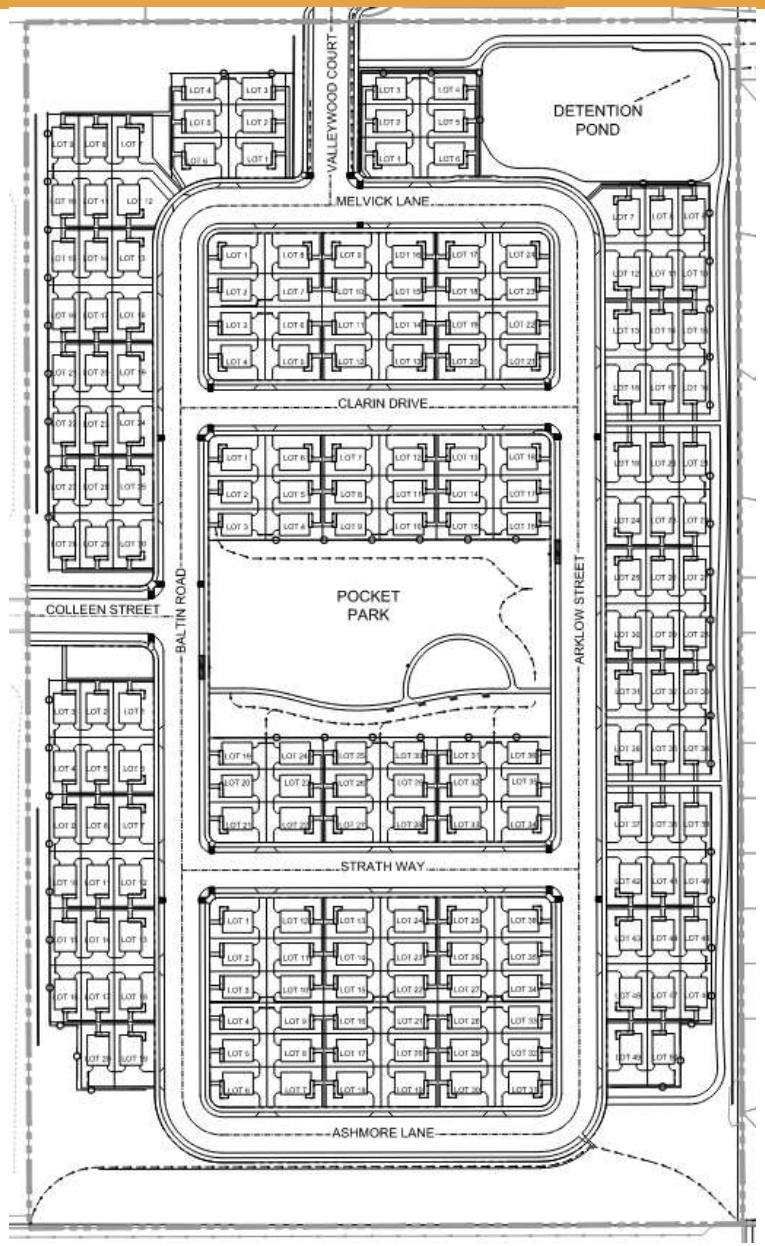
BACKGROUND

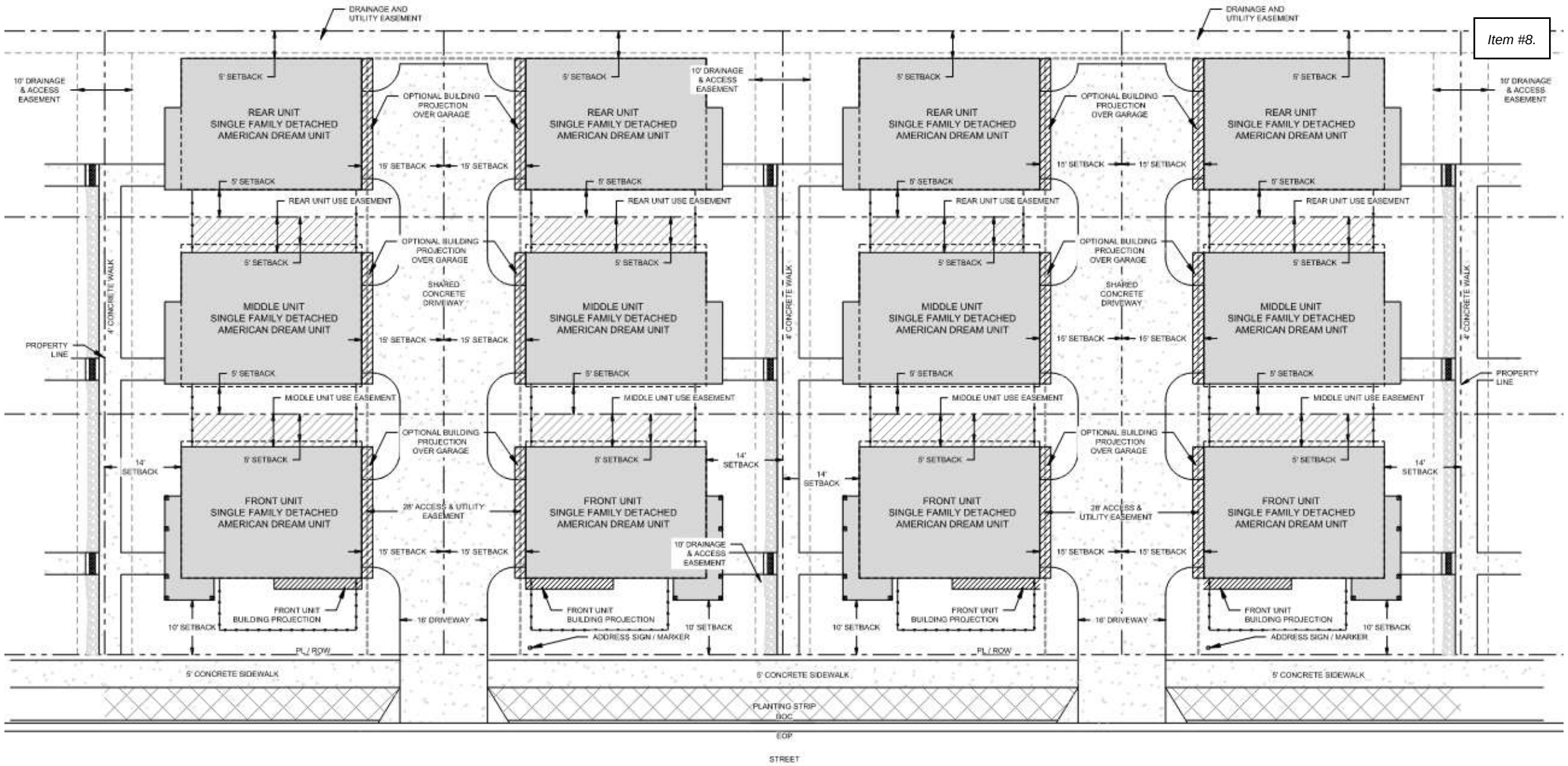
- 2021: North Ridge Annexation
  - Zoned PUD-MU
- September 2021: North Ridge Outline Development Plan (ODP)
- North Ridge Plat being reviewed concurrently with this project.
  - Approval and final recordation is contingent on North Ridge and association improvements.



PROJECT OVERVIEW

- Approx. 24 acres
- 196 Single-family cluster lots (2,100 - 3,436 SF)
  - 1,400 SF Minimum per ODP
- 7.2 acres of open space (>30% required)
  - 1.8 acre neighborhood park
- 8’ trail along east side of project site connects to internal TRR walks
- Each home has a 2-car garage, 212 on-street parking spaces on local streets
- 30’+ landscaped buffer from existing residences
  - 15’ Minimum per ODP




DRAINAGE AND UTILITY EASEMENT
10' DRAINAGE & ACCESS EASEMENT
5' SETBACK
REAR UNIT
SINGLE FAMILY DETACHED
AMERICAN DREAM UNIT
OPTIONAL BUILDING PROJECTION OVER GARAGE
15' SETBACK
REAR UNIT USE EASEMENT
MIDDLE UNIT
SHARED CONCRETE DRIVEWAY
MIDDLE UNIT USE EASEMENT
FRONT UNIT
14' SETBACK
28' ACCESS & UTILITY EASEMENT
FRONT UNIT BUILDING PROJECTION
16' DRIVEWAY
10' SETBACK
ADDRESS SIGN / MARKER
PL / ROW
4' CONCRETE WALK
PROPERTY LINE
5' CONCRETE SIDEWALK
PLANTING STRIP
EOP
STREET

PROJECT OVERVIEW

PLAN 9913CO
ELEVATION B SHOWN

PLAN 9911CO
ELEVATION A SHOWN

PLAN 9914CO
ELEVATION C SHOWN

PLAN 9912CO
ELEVATION B SHOWN

STAFF ANALYSIS

- Staff has no outstanding concerns and believes this subdivision will promote the Town's goals of compact extension of infrastructure and walkable neighborhoods.
- Proposed project is in substantial compliance with the Town's codes, regulations, and requirements
- Proposed project will promote the Towns goals of diversity of housing types with new SF detached 2-story cluster homes.
- PZC held hearing on Nov 30th – Staff Report recommends PZC recommendation of approval to Council

North Ridge at TRR

Final Development Plan & Plat

OAKWOOD
HOMES

North Ridge at TRR Overview

- 23.35 ac. site
- 196 dwelling units
- 8.39 D.U./AC.
- 31 percent open space (7.26 ac.)
- 1.84 ac. public park with amenities

Architecture and Layout

- Clustered layout of single family detached homes
- Shared driveway maintained by Metro District
- 2 car garage provided with each unit for off-street parking
- Additional parking provided on-street
- 2 to 3 story building height

East Edge Buffer

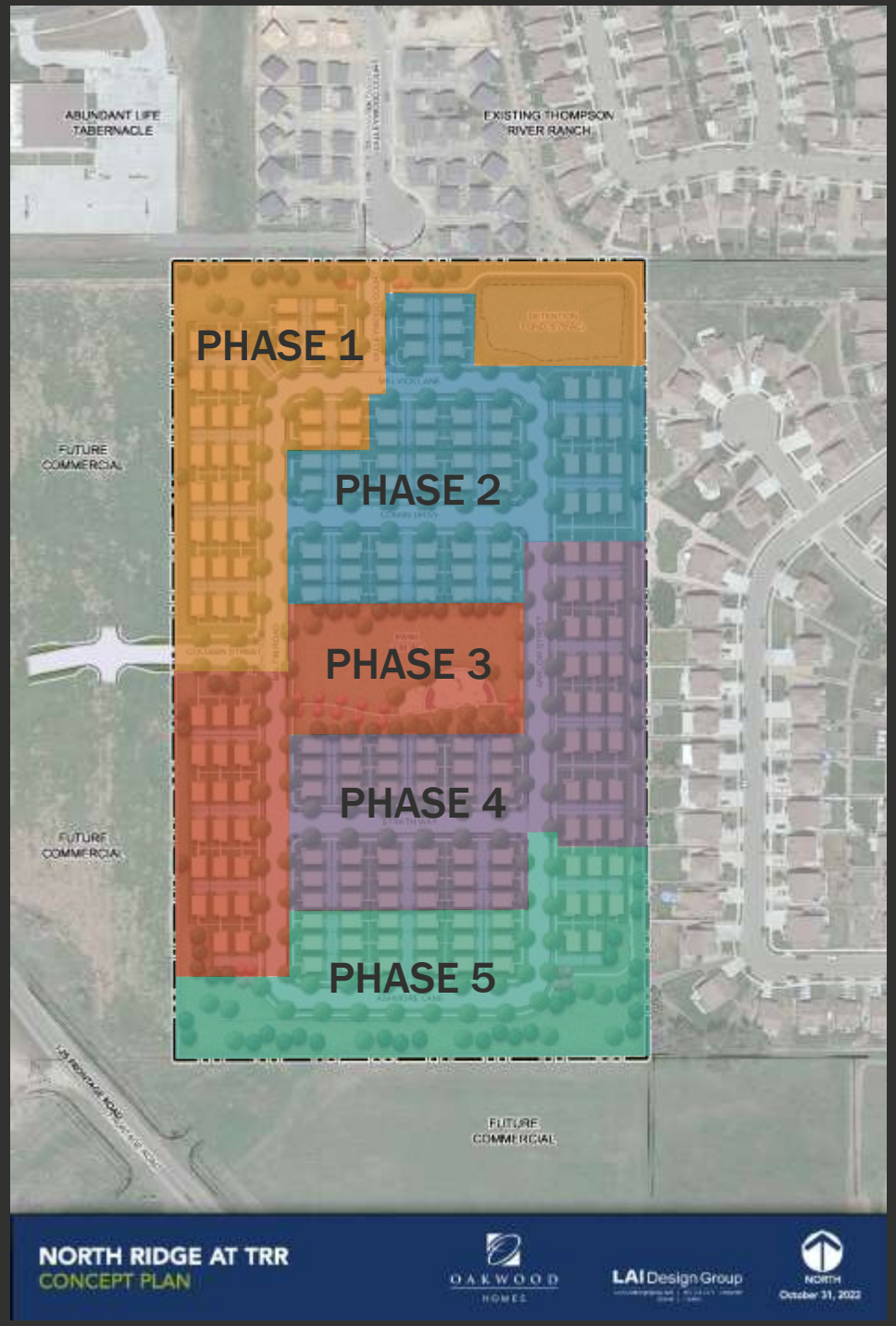
- Allowed land use for site is mixed-use. Proposed single family residential results in lower light and noise pollution.
- 30’ landscape buffer provided along eastern boundary will provide separation from established homes.
- Landscape buffer provided a minimum of 1 tree and 5 shrubs /400 sf. per town code.
- Elevations of all proposed homes along east boundary are 5’-10’ lower than the rear fence line of adjacent homes.
- Site will buffer established residential from future commercial areas along Frontage road.

Traffic

- Traffic study indicates that the primary entrance will be used for over 98% of all trips to and from neighborhood.
- Use of secondary entrance is for access to the community amenity and to provide a second point of access in case of emergencies.

Phasing

- 5 phases in total to allow for anticipated sales pace of homes.
- Landscape buffer along the east border will be installed with each phase of adjacent housing.
- Pocket park could be installed with Phase 1 but would require additional infrastructure improvements.



QUESTIONS AND ANSWERS…

North Ridge at TRR

Final Development Plan & Plat

OAKWOOD HOMES

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: 3rd Public Hearing: Proposed 2023 Budget

ACTION PROPOSED: No Action – Public Hearing Only

ATTACHMENTS: 1. Exhibit A – FY 2023 Amended Proposed Budget
2. Exhibit B – Capital Improvement Program 2023 to 2032

PRESENTED BY: Devon McCarty, Interim Finance Director

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes (C.R.S.) 29-1-108(1) require that a public hearing be held at a regular meeting of the Town Council to give interested citizens an opportunity to file or register objections or suggestions thereto at any time prior to the adoption of the 2023 Budget.

The proposed 2023 budget was presented to the Town Council on September 12, 2022, and September 26, 2022. The CIP was presented to Council on November 14, 2022. The first public hearing to receive comments was held on November 7, 2022. The second public hearing was held on November 21, 2022. There were changes made to the budget between the first public hearing on the November 7, 2022, and the second public hearing on November 21, 2022. Those changes were presented at the public hearing on November 21, 2022, and include the following:

- General Fund – Increase in projected fund balance of $30 million after the removal of a $30 million loan to the Water Fund.
- Water Fund – Increase in projected fund balance of $25.4 million after the removal of the $30 million loan from the General Fund, addition of a proposed bond issuance in the amount of $56 million, and the addition of $600,000 in bond issuance costs.

While service delivery is either maintained at a consistent level or improved, we expect expenditures to increase when measured across all funds. Managing this increase is only possible when revenues and existing fund balance exceed the project expenditures. Should revenues not come in as expected, it is possible that these expenditures could change and be decreased. As always, we will monitor these on a continuous basis for any abnormalities.

The budget parallels the methods of accounting used for the Town's funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available and expenditures are recorded when a liability is incurred except for debt service and compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and that expenditures are recorded when a liability is incurred without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2023.

The Town's 2023 Proposed Budget is balanced and is in compliance with C.R.S. 29-1-103(2) which states: "No budget adopted pursuant to this section shall provide for expenditures in excess of available revenues and beginning fund balance."

LEGAL ADVICE:

A public hearing is required per state and local law.

FINANCIAL ADVICE :

This public hearing will maintain our compliance with both state and local regulations.

RECOMMENDED ACTION: No action is necessary this is a public hearing.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	49,790	270,000	6,500	480,150	806,440	25,000	-	-	831,440
Town Manager	865,110	300,295	75,705	146,320	1,387,430	55,000	-	-	1,442,430
Town Clerk	300,100	99,960	37,350	4,500	441,910	-	-	-	441,910
Finance	213,160	215,950	15,260	6,500	450,870	-	-	-	450,870
Planning	508,480	24,200	25,580	8,050	566,310	-	-	-	566,310
Bldg Inspections	103,350	303,700	5,970	800	413,820	-	-	-	413,820
Police	4,087,900	343,140	405,970	112,100	4,949,110	307,500	750,000	-	6,006,610
Public Works	641,900	17,050	55,600	21,800	736,350	25,000	-	-	761,350
Buildings	-	233,000	7,000	23,100	263,100	25,000	-	-	288,100
Reimbursements	-	700,000	-	-	700,000	-	-	-	700,000
Totals	$6,769,790	$2,507,295	$634,935	$803,320	$10,715,340	$437,500	$750,000	$0	$11,902,840

Total Cash Available	$	53,946,290
Ending Fund Balance	$	42,043,450
% of Total Budget		100.00%

% of Total Budget	56.88%	21.06%	5.33%	6.75%	90.02%	3.68%	6.30%	0.00%	

	GENERAL FUND REVENUES	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	ADVALOREM TAXES					
10.01.3110.00	PROPERTY TAXES - WELD	3,920,360	3,902,572	3,983,941	3,983,941	4,251,814
10.01.3112.00	PROPERTY TAXES - LARIMER	5,715,505	4,241,878	4,281,495	5,694,300	4,778,720
	SUBTOTAL	9,635,865	8,144,450	8,265,436	9,678,241	9,030,534
	SALES TAX					
10.01.3120.00	SALES TAX - STATE	10,253,446	5,810,914	6,685,380	9,600,000	9,000,000
10.01.3122.00	USE TAX - BUILDING	1,311,163	1,635,136	750,000	2,000,000	750,000
	SUBTOTAL	11,564,610	7,446,050	7,435,380	11,600,000	9,750,000
	EXCISE TAX					
10.01.3130.00	LODGING TAX	136,917	70,187	111,900	90,000	90,000
10.01.3150.00	TOBACCO TAX	38,066	11,048	25,000	20,000	20,000
10.01.3160.00	SEVERANCE TAX	104,279	632,921	75,000	75,000	75,000
	SUBTOTAL	279,263	714,156	211,900	185,000	185,000
	FRANCHISE TAX					
10.01.3180.00	FRANCHISE TAX-CABLE	29,546	13,990	26,000	26,000	32,000
10.01.3184.00	FRANCHISE TAX - ELECTRIC & GAS	492,303	295,635	475,000	420,000	420,000
	SUBTOTAL	521,849	309,625	501,000	446,000	452,000

	GENERAL FUND REVENUES	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	LICENSES, PERMITS, & SERVICE CHARGES					
10.01.3210.00	BUSINESS LICENSES	24,798	16,975	15,000	24,798	26,000
10.01.3215.00	CONTRACTORS LICENSES	29,300	20,200	28,000	28,000	28,000
10.01.3220.00	DOG LICENSE/FEES	797	819	1,500	1,500	1,500
10.01.3230.00	LIQUOR LICENSE	6,330	4,079	3,500	3,800	4,000
10.01.3510.00	ABATEMENT FEES	2,045	1,950	500	2,100	2,000
10.01.3520.00	ADMINISTRATIVE FEES	12,361	2,613	3,000	3,000	2,500
10.01.3530.00	BUILDING PERMITS	1,015,639	1,669,565	750,000	2,300,000	1,000,000
10.01.3546.00	PLAN REVIEW FEE	7,359	-	-	-	-
10.01.3565.00	FACILITY RENTAL FEES	2,449	3,525	250	3,500	2,500
10.01.3570.00	FINGERPRINTING FEES		330		330	330
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	244,980	436,069	109,950	600,000	280,610
10.01.3760.00	PUBLIC FACILITITES IMPACT FEES	597,834	999,962	238,350	1,300,000	609,660
	SUBTOTAL	1,943,891	3,156,087	1,150,050	4,267,028	1,957,100
	FINES, FORFEITURES, & PD FEES					
10.01.3310.00	COURT REVENUES	244,876	141,739	145,000	183,500	160,000
10.01.3320.00	COURT SURCHARGE	25,740	20,208	15,500	19,000	15,500
10.01.3330.00	RESTITUTION		275			
	SUBTOTAL	270,616	162,222	160,500	202,500	175,500
	OTHER REVENUES					
10.01.3960.00	INTEREST INCOME	91,125	139,779	52,500	70,000	15,000
10.01.3970.00	MISC REVENUE	106,226	306,993	15,000	309,300	10,000
10.01.3985.00	REFUND OF EXPENDITURES	909,635	520,727	150,000	593,000	737,500
10.01.3990.00	RENT INCOME	7,187	4,200	6,600	6,600	6,600
	SUBTOTAL	1,114,173	971,699	224,100	978,900	769,100

	GENERAL FUND REVENUES	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	REVENUE FROM OTHER AGENCIES					
10.01.3410.00	GRANTS - FEDERAL	-	1,910,007	-	1,910,007	-
10.01.3420.00	ROYALTIES	154,218	86,943	25,000	57,920	25,000
10.01.3440.00	STATE GRANTS	10,440	26,898	87,500	157,190	10,000
	SUBTOTAL	164,657	2,023,848	112,500	2,125,117	35,000
	EVENTS & COMMUNITY ACTIVITIES					
10.01.3953.00	DONATIONS/COMMUNITY ACTIVITIES	1,197		500	500	
	SUBTOTAL	1,197	-	500	500	-
	TOTAL FUND REVENUES	**25,496,120**	**22,928,137**	**18,061,366**	**29,483,286**	**22,354,234**
	INTRAGOVERNMENTAL REVENUES					
10.01.3999.00	TO LIBRARY	(1,143,334)	(758,528)	(1,140,000)	(1,140,000)	(1,243,246)
10.01.3999.00	TO SEWER FUND		-	-	-	(50,000,000)
10.01.3999.00	TO WATER FUND	(811,362)	-	(40,000,000)	-	-
10.01.3999.00	TO PARKS	-	-	(1,112,000)	(1,112,000)	-
10.01.3999.00	TO REC CENTER	-	-	-	-	(77,262)
10.01.3999.00	TO STREETS	(2,000,000)	-	-	-	-
10.01.3999.00	TO TAX FUND	(403,646)	(104,581)	(585,000)	(645,050)	(625,000)
	SUBTOTAL	(4,358,342)	(863,109)	(42,837,000)	(2,897,050)	(51,945,508)
	TOTAL FUND REVENUES W/TRANSERS	21,137,778	22,065,028	(24,775,634)	26,586,236	(29,591,273)
		1,885,807				
	UNRESTRICTED CASH BALANCE FORWARD					83,537,563
	TOTAL ANTICIPATED FUNDS AVAILABLE					53,946,290

General Fund - Legislative

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.10.4001.00	Salaries	40,220	26,088	25,000	43,600	45,780
10.10.4010.00	Payroll Taxes	3,087	1,996	2,000	3,200	3,550
10.10.4025.00	Workers Compensation	39	207	1,200	1,200	460
	Total Personnel Services	43,347	28,291	28,200	48,000	49,790
	Contractual Services					
10.10.4100.00	Audit	8,500	9,000	18,000	9,000	18,000
10.10.4135.00	Other Contractual Services	11,130	7,508	20,300	45,300	40,000
10.10.4145.00	Printing & Advertising	8,771	5,121	19,000	10,000	19,000
10.10.4150.00	Professional Services	201,211	56,296	175,000	125,000	175,000
10.10.4180.00	Travel & Training	3,221	3,732	18,000	10,000	18,000
	Total Contractual Services	232,833	81,657	250,300	199,300	270,000
	Commodities					
10.10.4310.00	Computers & Software	1,280	1,313	5,000	3,000	3,000
10.10.4385.00	Supplies - General	1,080	481	2,500	2,000	2,500
10.10.4400.00	Supplies - Office		1,050	1,000	500	1,000
	Total Commodities	2,360	2,844	8,500	5,500	6,500
	Other Charges					
10.10.4530.00	Election Expenses		34,814	38,000	35,000	-
10.10.4540.00	Insurance	92,427	110,465	126,000	126,000	124,650
10.10.4560.00	Memberships & Subscriptions	44,816	19,300	50,000	51,000	65,500
10.10.4570.00	Miscellaneous	1,082,783	373,191	386,500	632,000	290,000
	Total Other Charges	1,220,027	537,770	600,500	844,000	480,150
	Capital - $5,000/item min.					
10.10.4830.00	Equipment	49,655	115,197	45,000	129,000	25,000
10.10.4840.00	Other Improvements	-	-	-	1,509,000	-
	Total Capital	49,655	115,197	45,000	1,638,000	25,000
	Total Budget Request	**1,548,221**	**765,759**	**932,500**	**2,734,800**	**831,440**

General Fund - Town Manager Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.20.4001.00	Salaries	325,574	296,004	619,800	619,800	658,700
10.20.4002.00	Overtime	-	-	500	500	500
10.20.4010.00	Payroll Taxes	23,500	22,165	48,800	48,800	50,550
10.20.4020.00	Unemployment Taxes	360	-	6,550	6,550	7,000
10.20.4025.00	Workers Compensation	1,067	4,931	7,800	7,800	4,280
10.20.4030.00	Group Insurance	46,315	42,620	111,600	111,600	73,040
10.20.4035.00	Retirement Contribution	29,210	27,125	74,500	74,500	64,140
10.20.4040.00	Automobile Allowance	250	-	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	713	4,775	600	600	900
	Total Personnel Services	426,988	397,620	876,150	876,150	865,110
	Contractual Services					
10.20.4120.00	Employee Education		1,000	3,000	3,000	-
10.20.4135.00	Other Contractual Services	26,375	7,792	60,700	37,200	45,900
10.20.4140.00	Postage	53	-	3,150	1,500	2,650
10.20.4145.00	Printing & Advertising	28,835	19,559	46,100	45,600	64,040
10.20.4150.00	Professional Services	174,565	22,558	252,000	72,000	130,500
10.20.4170.00	Telephone & Internet	2,876	1,801	8,900	8,000	12,320
10.20.4180.00	Travel & Training	8,151	10,586	52,075	45,475	44,885
	Total Contractual Services	240,855	63,296	425,925	212,775	300,295
	Commodities					
10.20.4310.00	Computers & Software	8,104	12,057	31,873	31,800	59,205
10.20.4330.00	Fuel & Lubricants	1,310	967	1,000	1,000	2,500
10.20.4385.00	Supplies - General	9,229	651	10,350	8,500	9,100
10.20.4400.00	Supplies - Office	3,484	1,898	8,300	7,000	4,900
	Total Commodities	22,127	15,573	51,523	48,300	75,705
	Other Charges					
10.20.4540.00	Insurance	2,117	3,419	5,400	5,400	4,900
10.20.4560.00	Memberships & Subscriptions	3,780	3,693	17,595	17,595	18,420
10.20.4570.00	Miscellaneous	7,970	25,258	148,000	137,000	123,000
	Total Other Charges	13,867	32,370	170,995	159,995	146,320

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Capital - $5,000/item min.					
10.20.4840.00	Infrastructure	-	-	120,000	60,000	55,000
	Total Capital	-	-	120,000	60,000	55,000
	Total Budget Request	**703,836**	**508,859**	**1,644,593**	**1,357,220**	**1,442,430**

General Fund - Town Clerk Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.30.4001.00	Salaries	201,316	173,808	261,100	256,000	209,400
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	14,946	12,763	20,200	19,800	16,000
10.30.4020.00	Unemployment Taxes	-	-	2,600	2,600	1,800
10.30.4025.00	Workers Compensation	592	2,431	2,550	2,450	3,900
10.30.4030.00	Group Insurance	36,158	36,488	83,000	83,000	43,400
10.30.4035.00	Retirement Contribution	12,609	15,615	30,800	29,500	25,100
	Total Personnel Services	265,620	241,105	400,750	393,850	300,100
	Contractual Services					
10.30.4135.00	Other Contractual Services	4,633	7,838	14,800	14,800	18,000
10.30.4140.00	Postage	1,317	1,161	2,400	1,500	2,000
10.30.4145.00	Printing & Advertising	401	59	1,000	500	1,500
10.30.4150.00	Professional Services	77,373	48,811	62,000	63,000	69,000
10.30.4160.00	Rents	457	197	2,500	1,000	1,000
10.30.4170.00	Telephone & Internet	3,581	2,227	6,500	4,000	4,960
10.30.4180.00	Travel & Training	1,050	-	1,800	2,000	3,500
	Total Contractual Services	88,812	60,293	91,000	86,800	99,960
	Commodities					
10.30.4310.00	Computers & Software	11,423	5,336	2,400	5,500	33,850
10.30.4330.00	Fuel & Lubricants	1,929	270	3,000	500	500
10.30.4400.00	Supplies - Office	2,456	2,709	3,500	3,000	3,000
	Total Commodities	15,808	8,315	8,900	9,000	37,350
	Other Charges					
10.30.4540.00	Insurance	6,111	3,758	4,600	4,600	2,500
10.30.4560.00	Memberships & Subscriptions	136	137	1,000	1,000	1,500
10.30.4570.00	Miscellaneous	2,918	302	3,500	500	500
	Total Other Charges	9,165	4,197	9,100	6,100	4,500
	Total Budget Request	**379,404**	**313,910**	**509,750**	**495,750**	**441,910**

General Fund - Finance Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.40.4001.00	Salaries	105,646	70,451	116,300	116,300	150,200
10.40.4002.00	Overtime	50		500		500
10.40.4010.00	Payroll Taxes	7,993	5,179	8,900	8,900	11,500
10.40.4020.00	Unemployment Taxes	-	-	1,350	1,350	1,800
10.40.4025.00	Workers Compensation	369	1,097	2,560	2,560	2,560
10.40.4030.00	Group Insurance	13,300	13,882	18,600	18,600	28,500
10.40.4035.00	Retirement Contribution	8,726	8,120	13,600	19,000	18,100
	Total Personnel Services	136,084	98,729	161,810	166,710	213,160
	Contractual Services					
10.40.4135.00	Other Contractual Services	24,287	140,966	191,850	191,850	198,000
10.40.4140.00	Postage	7	-	450	450	450
10.40.4145.00	Printing & Advertising	-	-	3,000	300	3,000
10.40.4150.00	Professional Services	200	200	-	200	-
10.40.4170.00	Telephone & Internet	2,371	1,480	3,900	3,900	7,000
10.40.4180.00	Travel & Training	791	512	7,500	6,000	7,500
	Total Contractual Services	27,657	143,158	206,700	202,700	215,950
	Commodities					
10.40.4310.00	Computers & Software	709	30,842	38,800	38,800	11,760
10.40.4400.00	Supplies - Office	4,415	1,867	3,200	2,900	3,500
	Total Commodities	5,124	32,709	42,000	41,700	15,260
	Other Charges					
10.40.4540.00	Insurance	800	1,292	1,900	1,100	1,400
10.40.4560.00	Memberships & Subscriptions	265	150	600	600	600
10.40.4570.00	Miscellaneous	127	8,119	4,500	4,500	4,500
	Total Other Charges	1,192	9,561	7,000	6,200	6,500
	Total Budget Request	**170,056**	**284,157**	**417,510**	**417,310**	**450,870**

General Fund - Planning Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.50.4001.00	Salaries	205,620	141,956	335,800	270,000	345,600
10.50.4010.00	Payroll Taxes	15,013	10,267	26,600	21,500	26,300
10.50.4020.00	Unemployment Taxes	-	-	5,000	5,000	4,000
10.50.4025.00	Workers Compensation	3,051	2,444	5,000	4,650	6,730
10.50.4030.00	Group Insurance	60,200	36,806	124,100	78,900	84,200
10.50.4035.00	Retirement Contribution	14,212	14,798	41,300	33,000	41,650
	Total Personnel Services	298,096	206,271	537,800	413,050	508,480
	Contractual Services					
10.50.4120.00	Employee Education	-	-		-	3,000
10.50.4135.00	Other Contractual Services	34,269	50,758	162,100	162,100	3,000
10.50.4140.00	Postage	301	453	600	750	800
10.50.4145.00	Printing & Advertising	1,617	-	600	600	1,000
10.50.4150.00	Professional Services	10,530	199		200	-
10.50.4170.00	Telephone & Internet	2,371	1,480	6,000	6,000	7,200
10.50.4180.00	Travel & Training	1,045	135	8,000	6,000	9,200
	Total Contractual Services	50,132	53,025	177,300	175,650	24,200
	Commodities					
10.50.4310.00	Computers & Software	13,178	11,428	20,380	20,380	20,580
10.50.4400.00	Supplies - Office	1,195	820	5,000	4,000	5,000
	Total Commodities	14,373	12,248	25,380	24,380	25,580
	Other Charges					
10.50.4540.00	Insurance	1,823	2,944	3,600	3,000	2,050
10.50.4560.00	Memberships & Subscriptions	618	95	4,548	1,700	2,500
10.50.4570.00	Miscellaneous	25	3,153	3,500	3,500	3,500
	Total Other Charges	2,467	6,192	11,648	8,200	8,050
	Capital - $5,000/item min.					
10.50.4830.00	Equipment		7,740	7,750	7,740	
	Total Capital	-	7,740	7,750	7,740	-
	Total Budget Request	**365,068**	**285,476**	**759,878**	**629,020**	**566,310**

General Fund - Planning Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	643,775	442,347	300,000	500,000	700,000
	Total Contractual Services	643,775	442,347	300,000	500,000	700,000
	Total Budget Request	**643,775**	**442,347**	**300,000**	**500,000**	**700,000**

General Fund - Building Inspections Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.60.4001.00	Salaries	55,305	41,886	63,500	63,500	65,800
10.60.4002.00	Overtime	-	-	500	500	-
10.60.4010.00	Payroll Taxes	4,290	3,114	4,900	4,900	5,050
10.60.4020.00	Unemployment Taxes	-	-	650	650	650
10.60.4025.00	Workers Compensation	64	42	650	650	1,250
10.60.4030.00	Group Insurance	752	368	2,000	2,000	21,000
10.60.4035.00	Retirement Contribution	2,588	3,568	7,700	9,500	9,600
	Total Personnel Services	62,999	48,978	79,900	81,700	103,350
	Contractual Services					
10.60.4135.00	Other Contractual Services	180,684	110,839	181,300	181,300	300,000
10.60.4140.00	Postage	-	-	200	-	-
10.60.4145.00	Printing & Advertising	-	-	700	-	200
10.60.4150.00	Professional Services	-	-	5,000	-	-
10.60.4170.00	Telephone & Internet	505	320	1,300	1,300	1,700
10.60.4180.00	Travel & Training	-	-	-	-	1,800
	Total Contractual Services	181,189	111,159	188,500	182,600	303,700
	Commodities					
10.60.4310.00	Computers & Software	2,178	2,287	500	2,800	5,270
10.60.4400.00	Supplies - Office	339	472	700	700	700
10.60.4430.00	Supplies - Training	-	-	500		
	Total Commodities	2,517	2,759	1,700	3,500	5,970
	Other Charges					
10.60.4540.00	Insurance	421	680	1,000	1,000	500
10.60.4560.00	Memberships & Subscriptions	260	170	300	300	300
10.60.4570.00	Miscellaneous	23	-	-	-	-
	Total Other Charges	704	850	1,300	1,300	800
	Total Budget Request	**247,409**	**163,746**	**271,400**	**269,100**	**413,820**

General Fund - Police Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.70.4001.00	Salaries	2,015,247	1,585,258	2,556,400	2,556,400	2,585,500
10.70.4002.00	Overtime	21,864	47,453	37,500	65,500	67,000
10.70.4003.00	Off-Duty Work	456	-	30,000	-	-
10.70.4010.00	Payroll Taxes	152,275	120,829	204,500	195,000	198,500
10.70.4020.00	Unemployment Taxes	-	-	21,300	21,300	24,500
10.70.4025.00	Workers Compensation	58,941	51,018	149,800	149,800	152,000
10.70.4030.00	Group Insurance	349,076	274,593	516,700	479,000	410,500
10.70.4035.00	Retirement Contribution	125,112	166,797	301,100	301,100	314,800
	Total Personnel Services	2,722,972	2,245,948	3,817,300	3,768,100	3,752,800
	New Personnel					
10.70.4001.00	Salaries	-	-	-	-	212,800
10.70.4002.00	Overtime	-	-	-	-	6,000
10.70.4010.00	Payroll Taxes	-	-	-	-	16,300
10.70.4020.00	Unemployment Taxes	-	-	-	-	4,000
10.70.4025.00	Workers Compensation	-	-	-	-	8,000
10.70.4030.00	Group Insurance	-	-	-	-	62,000
10.70.4035.00	Retirement Contribution	-	-	-	-	26,000
	Total New Personnel	-	-	-	-	335,100
	Contractual Services					
10.70.4120.00	Employee Education	(410)				3,000
10.70.4122.00	Maintenance - Buildings	631	95			-
10.70.4130.00	Maintenance - Vehicles	45,989	21,315	25,000	25,000	27,000
10.70.4135.00	Other Contractual Services	121,956	134,962	212,000	179,700	191,640
10.70.4140.00	Postage	2,788	1,269	5,000	4,000	4,500
10.70.4145.00	Printing & Advertising	402	422	1,500	1,300	1,500
10.70.4150.00	Professional Services	24,977	4,927	35,100	20,200	28,500
10.70.4170.00	Telephone & Internet	40,355	22,067	56,600	41,000	45,000
10.70.4180.00	Travel & Training	11,451	4,429	33,100	17,400	42,000
	Total Contractual Services	248,139	189,486	368,300	288,600	343,140

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Commodities					
10.70.4310.00	Computers & Software	18,983	11,685	18,840	16,750	111,170
10.70.4330.00	Fuel & Lubricants	53,106	47,599	60,000	60,000	72,000
10.70.4385.00	Supplies - General	110,677	35,634	116,440	119,700	174,300
10.70.4395.00	Supplies - Lab	4,329	9,341	10,500	11,000	6,000
10.70.4400.00	Supplies - Office	7,893	7,281	13,000	12,000	13,500
10.70.4460.00	Uniforms	14,209	5,231	17,000	11,900	29,000
	Total Commodities	209,197	116,771	235,780	231,350	405,970
	Other Charges					
10.70.4520.00	Donations - Community Programs	4,107	3,380	4,500	4,500	4,500
10.70.4540.00	Insurance	90,675	100,331	111,200	100,340	106,100
10.70.4560.00	Memberships & Subscriptions	370	295	1,500	500	1,500
10.70.4570.00	Miscellaneous	-	9,042	-	-	-
	Total Other Charges	95,153	113,048	117,200	105,340	112,100
	Capital - $5,000/item min.					
10.70.4830.00	Equipment					7,500
10.70.4860.00	Vehicles	101,680	189,980	190,000	190,000	300,000
	Total Capital	101,680	189,980	190,000	190,000	307,500
	Impact					
	Capital - $5,000/item min.					
10.70.4860.00	Vehicles	-	-	-	-	300,000
10.70.4890.00	Other Improvements	-	-	150,000	-	450,000
	Total Capital	-	-	150,000	-	750,000
	Total Budget Request	**3,377,141**	**2,855,233**	**4,878,580**	**4,583,390**	**6,006,610**

General Fund - Public Works Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
10.80.4001.00	Salaries	128,121	214,629	453,600	453,600	449,600
10.80.4002.00	Overtime	-	356	-	148	500
10.80.4010.00	Payroll Taxes	9,876	15,784	35,700	33,200	37,800
10.80.4020.00	Unemployment Taxes	-	-	4,600	4,600	4,600
10.80.4025.00	Workers Compensation	7,981	4,562	11,300	10,400	18,800
10.80.4030.00	Group Insurance	21,311	36,283	139,100	135,000	72,800
10.80.4035.00	Retirement Contribution	11,969	16,106	54,800	52,500	57,800
	Total Personnel Services	179,258	287,720	699,100	689,448	641,900
	Contractual Services					
10.80.4122.00	Maintenance - Buildings	1,157	936	-	800	-
10.80.4125.00	Maintenance - Equipment	831	-	1,500	1,500	3,000
10.80.4130.00	Maintenance - Vehicles	50	-	-	-	-
10.80.4135.00	Other Contractual Services	5,090	1,739	1,200	1,500	1,500
10.80.4140.00	Postage	28	-	200	200	50
10.80.4145.00	Printing & Advertising	681	597	200	375	500
10.80.4160.00	Rents	564	558	2,500	500	1,000
10.80.4170.00	Telephone & Internet	7,258	5,489	9,300	9,300	6,000
10.80.4180.00	Travel & Training	824	759	750	800	5,000
	Total Contractual Services	16,482	10,078	15,650	14,975	17,050

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Commodities					
10.80.4310.00	Computers & Software	5,255	21,462	16,900	16,900	38,600
10.80.4330.00	Fuel & Lubricants	2,192	1,818	2,400	2,400	5,000
10.80.4385.00	Supplies - General	1,329	7,965	3,000	3,000	5,000
10.80.4400.00	Supplies - Office	1,276	7,837	9,250	10,750	1,000
10.80.4410.00	Supplies - Operational	1,230	243	3,000	3,000	5,000
10.80.4460.00	Uniforms	-	-	-	-	1,000
	Total Commodities	11,282	39,325	34,550	36,050	55,600
	Other Charges					
10.80.4540.00	Insurance	1,297	6,687	11,100	10,100	15,800
10.80.4560.00	Memberships & Subscriptions	-	-	800	800	3,000
10.80.4570.00	Miscellaneous	4,401	2,850	-		3,000
	Total Other Charges	5,698	9,537	11,900	10,900	21,800
	Capital - $5,000/item min.					
10.80.4830.00	Equipment	-	-	-	-	25,000
	Total Capital	-	-	-	-	25,000
	Total Budget Request	**212,721**	**346,660**	**761,200**	**751,373**	**761,350**

General Fund - Buildings Dept.

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Contractual Services					
10.82.4122.00	Maintenance - Buildings	59,517	10,528	40,800	38,000	48,000
10.82.4125.00	Maintenance - Equipment	1,217	9,210	10,000	10,000	10,500
10.82.4127.00	Maintenance - Infrastructure	11,997	7,377	9,000	9,000	9,000
10.82.4135.00	Other Contractual Services	62,765	36,273	78,100	78,100	80,000
10.82.4150.00	Professional Services	495	169	3,250	3,250	4,000
10.82.4160.00	Rents	1,665	-	1,500	1,500	1,500
10.82.4190.00	Utilities	52,143	57,450	75,000	75,000	80,000
	Total Contractual Services	189,798	121,007	217,650	214,850	233,000
	Commodities					
10.82.4390.00	Supplies - Janitorial	678	1,301	3,000	3,000	4,000
10.82.4410.00	Supplies - Operational	5,927	1,076	3,000	3,000	3,000
	Total Commodities	6,605	2,377	6,000	6,000	7,000
	Other Charges					
10.82.4540.00	Insurance	15,513	20,526	24,600	24,600	23,100
	Total Other Charges	15,513	20,526	24,600	24,600	23,100
	Capital - $5,000/item min.					
10.82.4810.00	Buildings	32,807	8,600	45,000	55,000	25,000
10.82.4830.00	Equipment	5,975				-
	Total Capital	38,782	8,600	45,000	55,000	25,000
	Total Budget Request	**250,698**	**152,510**	**293,250**	**300,450**	**288,100**

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	---	---	0
Totals	$0	$0	$0	$0	0	$0	$0	$0

Total Cash Available	$	118,251
Ending Fund Balance	$	118,251

	CONSERVATION TRUST FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
30.01.3450.00	LOTTERY FUNDS	91,832	55,839	81,100	81,100	82,000
30.01.3960.00	INTEREST INCOME	60	140	50	50	50
	TOTAL FUND REVENUES	91,892	55,979	81,150	81,150	82,050
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					36,201
	TOTAL ANTICIPATED FUNDS AVAILABLE	91,892	55,979	81,150	81,150	118,251

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Capital - $5,000/item min.					
30.90.4840.00	Infrastructure		79,593	145,000	145,000	-
	Total Capital	-	79,593	145,000	145,000	-
	Total Budget Request	**-**	**79,593**	**145,000**	**145,000**	**-**

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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	510,750	409,100	88,790	16,300	1,024,940	205,000	2,700,000	-	3,929,940
Totals	$ 510,750	$ 409,100	$ 88,790	$ 16,300	$ 1,024,940	$ 205,000	$ 2,700,000	$ -	$ 3,929,940
Total Cash Available									$ 6,080,117
Ending Fund Balance									$ 2,150,177
% of Total Budget	13.00%	10.41%	2.26%	0.41%	26.08%	5.22%	68.70%	0.00%	100.00%

	PARKS AND OPEN SPACE FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
34.01.3225.00	FISHING LICENSES	905	370	500	100	500
34.01.3420.00	GRANTS	63,437	-	205,000	-	-
34.01.3470.00	LARIMER COUNTY OPEN SPACE	314,035	250,010	243,650	243,650	243,650
34.01.3532.00	PARK FEES - BUILDING PERMITS	106,000	140,500	75,000	170,000	85,000
34.01.3567.00	PARK RESERVATION FEES	950	1,765	400	1,500	400
34.01.3740.00	PARK & OS - IMPACT FEES	253,128	616,993	179,100	700,000	456,980
34.01.3940.00	CEMETERY LOT PURCHASE	52,173	56,840	17,000	27,300	17,000
34.01.3960.00	INTEREST INCOME	1,343	15,049	2,000	10,000	2,000
34.01.3970.00	MISCELLANEOUS	3,027	3,281	-	3,281	-
		794,998	1,084,808	722,650	1,155,831	805,530
34.01.3999.00	FROM WATER FUND	100,000	-	20,000	20,000	20,000
34.01.3999.00	FROM SEWER FUND	100,000	-	20,000	20,000	20,000
34.01.3999.00	FROM DRAINAGE	20,000	-	10,000	10,000	10,000
34.01.3999.00	FROM GENERAL FUND	-	-	1,112,000	1,112,000	-
	TOTAL FUND REVENUES	1,014,998	1,084,808	1,884,650	2,317,831	855,530
		60,000				
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					5,224,587
	TOTAL ANTICIPATED FUNDS AVAILABLE					6,080,117

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
34.90.4001.00	Salaries	183,671	111,920	304,100	287,000	321,000
34.90.4002.00	Overtime	1,740	4,055	5,000	5,000	5,000
34.90.4010.00	Payroll Taxes	14,031	8,608	24,300	21,300	24,600
34.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	5,200
34.90.4025.00	Workers Compensation	5,238	5,684	25,000	25,000	15,000
34.90.4030.00	Group Insurance	21,904	21,210	78,500	68,700	59,100
34.90.4035.00	Retirement Contribution	11,090	11,171	36,800	36,800	39,500
	Total Personnel Services	237,674	162,648	478,900	449,000	469,400
	New Personnel Services					
34.90.4001.00	Salaries	-	-	-	-	20,500
34.90.4002.00	Overtime	-	-	-	-	1,000
34.90.4010.00	Payroll Taxes	-	-	-	-	1,600
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,500
34.90.4025.00	Workers Compensation	-	-	-	-	2,500
34.90.4030.00	Group Insurance	-	-	-	-	11,750
34.90.4035.00	Retirement Contribution	-	-	-	-	2,500
	Total Personnel Services	-	-	-	-	41,350
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	1,275	90	8,000	4,000	8,000
34.90.4125.00	Maintenance - Equipment	6,837	8,272	8,000	10,000	60,000
34.90.4127.00	Maintenance - Infrastructure	51,655	30,715	98,000	58,000	45,000
34.90.4130.00	Maintenance - Fleet	807	370	1,500	1,500	15,000
34.90.4135.00	Other Contractual Services	29,437	23,972	49,400	40,000	49,500
34.90.4140.00	Postage	-	-	100	100	-
34.90.4150.00	Professional Services	18,035	17,533	145,000	60,000	65,000
34.90.4170.00	Telephone & Internet	-	794	4,800	2,000	2,600
34.90.4180.00	Travel & Training		598	1,000	1,000	4,000
34.90.4190.00	Utilities	35,569	42,625	154,000	154,000	160,000
	Total Contractual Services	143,616	124,969	469,800	330,600	409,100

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Commodities					
34.90.4300.00	Chemicals	30,876	18,426	17,000	25,700	27,000
34.90.4310.00	Computers & Software	-	500	4,200	4,200	14,040
34.90.4330.00	Fuel & Lubricants	12,065	9,175	11,000	13,000	15,000
34.90.4385.00	Supplies - General	1,435	611	2,500	2,500	3,000
34.90.4410.00	Supplies - Operational	7,829	34,958	23,000	33,000	25,000
34.90.4420.00	Supplies - Safety	145	196	1,500	1,500	1,500
34.90.4430.00	Supplies - Training	331	-	1,000	1,000	1,000
34.90.4440.00	Supplies - Fleet	782	30	1,000	1,000	-
34.90.4460.00	Uniforms	93	2,448	2,250	2,250	2,250
	Total Commodities	53,556	66,344	63,450	84,150	88,790
	Other Charges					
34.90.4540.00	Insurance	1,901	4,069	6,700	6,700	4,300
34.90.4570.00	Miscellaneous	1,536	-	10,000	10,000	12,000
	Total Other Charges	3,437	4,069	16,700	16,700	16,300
	Capital - $5,000/item min.					
34.90.4810.00	Buildings	35,460				
34.90.4830.00	Equipment	20,676		20,000	20,000	80,000
34.90.4840.00	Infrastructure	455,628	1,424,612	2,672,000	3,422,000	80,000
34.90.4860.00	Vehicles	-	48,713	45,000	48,713	45,000
	Total Capital	511,764	1,473,325	2,737,000	3,490,713	205,000
	Impact					
	Capital - $5,000/item min.					
34.90.4840.00	Infrastructure	-	-	-	-	2,700,000
	Total Capital	-	-	-	-	2,700,000
	Total Budget Request	**950,047**	**1,831,355**	**3,765,850**	**4,371,163**	**3,929,940**

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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	690,790	2,775,100	207,000	25,900	3,698,790	7,848,000	-	-	11,546,790
Totals	$ 690,790	$ 2,775,100	$ 207,000	$ 25,900	$ 3,698,790	$ 7,848,000	$ -	$ -	$ 11,546,790
Total Cash Available									$ 24,752,760
Ending Fund Balance									$ 13,205,969
% of Total Budget	5.98%	24.03%	1.79%	0.22%	32.03%	67.97%	0.00%	0.00%	100.00%

	STREET AND ALLEY FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
36.01.3120.00	SALES TAXES - GENERAL	1,698,681	962,433	1,114,600	1,583,333	1,500,000
36.01.3124.01	USE TAXES - BUILDINGS	328,147	387,598	150,000	500,000	187,500
36.01.3124.00	SALES & USE TAXES - VEHICLES	2,174,145	1,200,933	911,000	1,750,000	1,500,000
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	525,232	304,646	440,000	440,000	380,000
36.01.3176.00	HIGHWAY USERS TAXES	578,965	282,504	535,000	304,883	538,905
36.01.3420.00	GRANTS	66,667	66,667	566,667	666,667	1,175,000
36.01.3430.00	ROAD & BRIDGE - WELD	110,487	78,082	59,000	78,000	65,000
36.01.3435.00	ROAD & BRIDGE - LARIMER	47,750	45,081	82,000	50,000	50,000
36.01.3580.00	VEHICLE REGISTRATION FEES	64,602	86,161	40,800	95,000	65,000
36.01.3590.00	TRASH COLLECTION FEES	804,638	631,472	881,000	935,000	945,000
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,292,540	1,906,705	416,550	2,100,000	1,170,000
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	5,429	2,410	4,000	4,000	4,000
36.01.3793.00	TRAFFIC SIGNAL - DEV SHARE	79,750		-		0
36.01.3794.00	TRAFFIC INTERCHANGE RECOVERY		19,244	-	12,452	0
36.01.3960.00	INTEREST	3,305	36,944	2,000	37,000	10,200
36.01.3970.00	MISCELLANEOUS	7,622	140	-	120	0
36.01.3985.00	REFUND OF EXPENDITURES		1,095	-	1,095	0
36.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	1,486	-	-	-	0
36.01.3999.00	TRANSFER IN		-	-	-	1,450,000
	SUBTOTAL	7,789,446	6,012,115	5,202,617	8,557,550	9,040,605
	TOTAL FUND REVENUES	7,789,446	6,012,115	5,202,617	8,557,550	9,040,605

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
36.90.4001.00	Salaries	250,805	199,389	406,100	382,000	382,000
36.90.4002.00	Overtime	3,125	6,530	8,000	8,000	23,250
36.90.4010.00	Payroll Taxes	18,928	15,276	31,900	30,100	30,700
36.90.4020.00	Unemployment Taxes	-	-	5,800	5,800	5,900
36.90.4025.00	Workers Compensation	11,460	9,864	35,700	35,700	35,700
36.90.4030.00	Group Insurance	31,245	30,071	137,000	119,000	79,600
36.90.4035.00	Retirement Contribution	15,499	20,920	50,100	50,100	48,400
	Total Personnel Services	331,062	282,050	674,600	630,700	605,550
	New Personnel					
36.90.4001.00	Salaries	-	-	-	-	47,200
36.90.4002.00	Overtime	-	-	-	-	2,000
36.90.4010.00	Payroll Taxes	-	-	-	-	3,650
36.90.4020.00	Unemployment Taxes	-	-	-	-	1,750
36.90.4025.00	Workers Compensation	-	-	-	-	2,590
36.90.4030.00	Group Insurance	-	-	-	-	22,000
36.90.4035.00	Retirement Contribution	-	-	-	-	6,050
	Total New Personnel	-	-	-	-	85,240
	Contractual Services					
36.90.4125.00	Maintenance - Equipment	20,848	6,970	27,500	27,500	25,000
36.90.4127.00	Maintenance - Infrastructu	686,640	67,431	1,320,000	813,000	1,350,000
36.90.4130.00	Maintenance - Fleet	7,822	5,981	10,000	10,000	10,000
36.90.4135.00	Other Contractual Services	829,611	499,911	832,200	880,000	970,000
36.90.4140.00	Postage	50	-	1,000	1,000	1,000
36.90.4145.00	Printing & Advertising	50	-	4,000	1,800	3,000
36.90.4150.00	Professional Services	665	118,647	215,000	325,000	50,000
36.90.4160.00	Rents	2,173	2,430	5,500	3,500	5,500
36.90.4170.00	Telephone & Internet	3,057	1,890	3,600	3,600	3,600
36.90.4180.00	Travel & Training	2,543	2,969	5,000	5,000	7,000
36.90.4190.00	Utilities	143,383	205,897	300,000	340,000	350,000
	Total Contractual Services	1,696,842	912,126	2,723,800	2,410,400	2,775,100

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Commodities					
36.90.4300.00	Chemicals	28,693	34,795	55,000	55,000	60,000
36.90.4310.00	Computers & Software	2,613	10,829	18,500	18,500	12,100
36.90.4330.00	Fuel & Lubricants	34,799	32,396	30,000	30,000	35,000
36.90.4385.00	Supplies - General	4,007	1,588	10,000	5,000	10,000
36.90.4400.00	Supplies - Office	450	-	350	350	400
36.90.4410.00	Supplies - Operational	26,394	15,584	35,000	25,000	45,000
36.90.4420.00	Supplies - Safety	2,267	4,967	10,000	10,000	15,000
36.90.4430.00	Supplies - Training	11	-	250	250	500
36.90.4440.00	Supplies - Fleet	14,911	8,100	20,000	20,000	25,000
36.90.4460.00	Uniforms	711	3,468	2,000	4,000	4,000
	Total Commodities	114,854	111,727	181,100	168,100	207,000
	Other Charges					
36.90.4540.00	Insurance	10,020	6,086	17,400	14,500	19,900
36.90.4560.00	Memberships & Subscriptic	-	422	500	500	1,000
36.90.4570.00	Miscellaneous	-	90	2,000		5,000
	Total Other Charges	10,020	6,598	19,900	15,000	25,900
	Capital - $5,000/item min.					
36.90.4830.00	Equipment	43,844	-			170,000
36.90.4840.00	Infrastructure	329,170	1,367,980	2,650,000	4,572,000	7,365,000
36.90.4860.00	Vehicles	-	48,712	119,000	181,000	313,000
36.90.4890.00	Other Improvements	-	-	-	-	-
	Total Capital	373,014	1,416,692	2,769,000	4,753,000	7,848,000
	Total Budget Request	**2,525,792**	**2,729,193**	**6,368,400**	**7,977,200**	**11,546,790**

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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	2,500,000	-	2,511,500
Totals	$ -	$ 11,500	$ -	$ -	$ 11,500	$ 2,500,000	$ -	$ 2,511,500
Total Cash Available								$ 7,905,423
Ending Fund Balance								$ 5,393,923
% of Total Budget	0.00%	0.46%	0.00%	0.00%	0.46%	99.54%	0.00%	100.00%

	CAPITAL PROJECT FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
38.01.3120.00	SALES TAX REVENUES		-	-	-	-
38.01.3122.01	USE TAX REVENUES - BUILDINGS	660,232	753,266	240,000	900,000	300,000
38.01.3960.00	INTEREST	4,531	58,304	4,500	7,250	2,200
38.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	8,653		-	-	-
38.01.3999.00	TRANSFERS TO TAX FUND			(60,000)	(270,000)	(50,000)
	SUBTOTAL	673,415	811,570	184,500	637,250	252,200
	TOTAL FUND REVENUES	673,415	811,570	184,500	637,250	252,200
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					7,653,223
	TOTAL ANTICIPATED FUNDS AVAILABLE					7,905,423

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Contractual Services					
38.90.4135.00	Other Contractual Services	8,562	5,398	11,500	8,270	11,500
	Total Contractual Services	8,562	5,398	11,500	8,270	11,500
	Capital - $5,000/item min.					
38.90.4840.00	Infrastructure	69,568	863,709	7,100,000	7,500,000	2,500,000
	Total Capital	69,568	863,709	7,100,000	7,500,000	2,500,000
	Total Budget Request	**78,129**	**869,107**	**7,111,500**	**7,508,270**	**2,511,500**

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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	-	-	-	675,000	675,000	-	-	675,000
Totals	$ -	$ -	$ -	$ 675,000	$ 675,000	$ -	$ -	$ 675,000
Total Cash Available								$ 716,485
Ending Fund Balance								$ 41,485
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

	TAX ALLOCATION FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	TRANSFERS IN:					
60.01.3120.00	TAX SHARING		-	645,000	895,000	675,000
60.01.3960.00	INTEREST	-	-	50	50	-
60.01.3999.00	TRANSFERS IN	557,943	104,580			
		557,943	104,580	645,050	895,050	675,000
	TOTAL FUND REVENUES	557,943	104,580	645,050	895,050	675,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					41,485
	TOTAL ANTICIPATED FUNDS AVAILABLE					716,485

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Other Charges					
60.90.4570.00	Miscellaneous	612,458	104,580	645,050	895,000	675,000
	Total Other Charges	612,458	104,580	645,050	895,000	675,000
	Transfers					
60.90.4999.00	Transfer Out		-			
	Total Transfers Out	-	-	-	-	-
	Total Budget Request	**612,458**	**104,580**	**645,050**	**895,000**	**675,000**

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WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	632,000	1,183,750	1,599,100	1,228,650	4,643,500	34,511,280	-	39,154,780
WF C&D	473,300	157,000	295,000	1,850	927,150	2,506,000		3,433,150
Totals	$ 1,105,300	$ 1,340,750	$ 1,894,100	$ 1,230,500	$ 5,570,650	$ 37,017,280	$ -	$ 42,587,930
Total Cash Available								$ 88,835,043
Ending Fund Balance								$ 46,247,113
% of Total Budget	2.60%	3.15%	4.45%	2.89%	13.08%	86.92%	0.00%	100.00%

	WATER FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
70.01.3440.00	GRANTS	-	676,967		676,967	-
70.01.3810.00	SALES OF POTABLE WATER	4,280,753	3,275,167	3,600,000	4,300,000	4,300,000
70.01.3815.00	SALES OF NONPOTABLE WATER		38,963	3,700	41,000	20,000
70.01.3820.00	WATER TAP FEE	1,601,574	1,890,945	1,006,050	2,150,000	1,357,605
70.01.3825.00	RAW WATER DEVELOPMENT FEE	1,371,918	1,987,255	850,650	2,210,000	1,147,945
70.01.3840.00	HYDRANT/BULK WATER	559,097	261,770	235,000	275,000	235,000
70.01.3845.00	WATER LEASE	10,650	21,940	11,650	26,000	15,000
70.01.3850.00	WATER SHARE FEES	1,900		2,400	-	15,000,000
70.01.3852.00	WATER METER FEE	114,763	156,621	40,500	157,000	86,500
70.01.3920.00	CAPITAL/DEVELOPER CONTRIBUTIONS	17,952,000	-	-	-	-
70.01.3960.00	INTEREST INCOME	6,682	82,802	6,900	93,000	20,000
70.01.3970.00	MISCELLANEOUS	177,731	158,246	125,000	125,000	125,000
70.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS					56,000,000
70.01.3985.00	REFUND OF EXPENDITURES	40,079	5,063	-	4,900	-
70.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	8,446	-	-	-	-
70.01.3999.01	TRANSFER IN	-	-	40,000,000	-	-
70.01.3999.00	TRANSFER OUT	-	-	-	-	(600,000)
	SUBTOTAL	26,125,593	8,555,739	45,881,850	10,058,867	77,707,050
	TOTAL FUND REVENUES	26,125,593	8,555,739	45,881,850	10,058,867	77,707,050
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					11,127,993
	LESS CONTRIBUTED CAPITAL					0
	TOTAL ANTICIPATED FUNDS AVAILABLE					$ 88,835,043

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	101,128	65,187	103,200	103,200	95,800
70.12.4002.00	Overtime	407	419	500	500	500
70.12.4010.00	Payroll Taxes	7,133	4,791	7,950	7,950	7,100
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
70.12.4025.00	Workers Compensation	276	714	2,850	2,850	1,250
70.12.4030.00	Group Insurance	20,539	14,510	23,950	23,950	19,400
70.12.4035.00	Retirement Contribution	7,237	6,940	12,300	15,500	10,900
	Total Personnel Services	136,720	92,561	151,850	155,050	136,050
	Contractual Services					
70.12.4110.00	Billing & Administrative	20,000	-	20,000	20,000	20,000
70.12.4135.00	Other Contractual Services	49,194	51,445	58,900	58,900	60,900
70.12.4140.00	Postage	22	8	1,000	200	750
70.12.4145.00	Printing & Advertising	16,926	8,182	15,500	15,500	15,600
70.12.4150.00	Professional Services	-	468	2,000	2,000	2,000
	Total Contractual Services	86,142	60,103	97,400	96,600	99,250
	Other Charges					
70.12.4570.00	Miscellaneous		-	179,400	41,400	-
	Total Other Charges	-	-	179,400	41,400	-
	Administrative Costs Total	**222,862**	**152,664**	**428,650**	**293,050**	**235,300**
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	357,596	278,276	298,400	395,000	330,200
70.90.4002.00	Overtime	19,696	16,825	5,000	18,000	23,250
70.90.4005.00	Compensated Absences	4,678	-	2,500	2,600	4,500
70.90.4010.00	Payroll Taxes	27,741	21,268	24,200	28,000	25,800
70.90.4020.00	Unemployment Taxes	-	-	6,800	6,800	6,900
70.90.4025.00	Workers Compensation	11,114	8,692	22,700	22,700	16,700
70.90.4030.00	Group Insurance	83,505	67,609	107,000	107,000	49,900
70.90.4035.00	Retirement Contribution	17,669	27,688	36,300	55,000	38,700
	Total Personnel Services	521,999	420,358	502,900	635,100	495,950

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Contractual Services					
70.90.4122.00	Maintenance - Buildings	97,039	1,160	25,000	10,000	5,000
70.90.4125.00	Maintenance - Equipment	81,958	49,692	130,000	115,000	150,000
70.90.4127.00	Maintenance - Infrastructure	124,974	81,211	245,000	225,000	25,000
70.90.4130.00	Maintenance - Vehicles	4,902	1,098	5,300	4,000	4,000
70.90.4135.00	Other Contractual Services	188,565	187,332	781,500	450,000	224,000
70.90.4140.00	Postage					3,500
70.90.4145.00	Printing and Advertising					2,000
70.90.4150.00	Professional Services	159,039	141,630	170,000	170,000	200,000
70.90.4170.00	Telephone & Internet	6,416	8,584	6,900	13,000	11,000
70.90.4180.00	Travel & Training	5,866	1,223	3,500	3,500	5,000
70.90.4190.00	Utilities	208,052	150,107	253,000	230,000	230,000
70.90.4195.00	Water Assessments	151,839	159,256	225,000	200,000	225,000
	Total Contractual Services	1,028,650	781,293	1,845,200	1,420,500	1,084,500
	Commodities					
70.90.4300.00	Chemicals	392,676	413,181	1,196,000	1,000,000	1,500,000
70.90.4310.00	Computers & Software	1,518	3,340	59,000	59,000	17,600
70.90.4330.00	Fuel & Lubricants	13,027	5,947	10,000	10,000	9,000
70.90.4340.00	Hydrants	9,676	28,819	10,000	20,000	-
70.90.4380.00	Supplies - Buildings	501				
70.90.4385.00	Supplies - General	13,824	4,150	14,000	10,000	7,000
70.90.4390.00	Supplies - Janitorial		-	1,000	1,000	1,000
70.90.4395.00	Supplies - Lab	15,012	19,149	20,000	25,000	25,000
70.90.4410.00	Supplies - Operational	56,160	21,781	60,000	50,000	30,000
70.90.4420.00	Supplies - Safety	2,659	1,303	3,000	3,000	1,500
70.90.4430.00	Supplies - Training	-	17	1,500	500	2,500
70.90.4440.00	Supplies - Fleet	1,675	2,150	1,500	1,500	2,000
70.90.4460.00	Uniforms	315	3,088	1,400	3,500	3,500
70.90.4480.00	Water Meters	110,257	123,480	100,000	150,000	-
	Total Commodities	617,299	626,405	1,477,400	1,333,500	1,599,100
	Other Charges					
70.90.4515.00	Depreciation	434,789	362,324	425,000	425,000	970,000
70.90.4540.00	Insurance	40,345	55,013	62,400	55,100	57,300
70.90.4560.00	Memberships& Subscriptions	35	387	750	750	1,350
70.90.4570.00	Miscellaneous	258,949	48,768	80,000	80,000	200,000
	Total Other Charges	734,118	466,492	568,150	560,850	1,228,650

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Capital - $5,000/item min.					
70.90.4830.00	Equipment	-	-	831,280	570,000	261,280
70.90.4840.00	Infrastructure	1,051,416	10,302,255	19,640,000	16,370,000	33,300,000
70.90.4860.00	Vehicles	-	-	89,000	89,000	-
70.90.4880.00	Water Shares	-	462	350,000	50,000	350,000
70.92.4995.00	Cost of Issuance	-				600,000
	Total Capital	1,051,416	10,302,717	20,910,280	17,079,000	34,511,280
	Water - C&D					
	Personnel Services					
70-92-4001-00	SALARIES					311,600
70-92-4002-00	OVERTIME					10,500
70-92-4005-00	COMPENSATED ABSENCES					1,500
70-92-4010-00	PAYROLL TAXES					24,600
70-92-4020-00	UNEMPLOYMENT TAXES					3,500
70-92-4025-00	WORKERS COMPENSATION					3,700
70-92-4030-00	GROUP INSURANCE					79,700
70-92-4035-00	RETIREMENT CONTRIBUTION					38,200
	Total Personnel Services	-	-	-	-	473,300
	Contractual Services					
70-92-4125-00	MAINTENANCE - EQUIPMENT					40,000
70-92-4127-00	MAINTENANCE - INFRASTRUCTURE					100,000
70-92-4130-00	MAINTENANCE - VEHICLES					3,000
70-92-4135-00	OTHER CONTRACTUAL SERVICES					14,000
	Total Contractual Services	-	-	-	-	157,000

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Commodities					
70-92-4170-00	TELEPHONE & INTERNET					9,500
70-92-4180-00	TRAVEL & TRAINING					4,500
70-92-4310-00	COMPUTERS AND SOFTWARE					21,000
70-92-4330-00	FUEL AND LUBRICANTS					5,000
70-92-4340-00	HYDRANTS					50,000
70-92-4385-00	SUPPLIES - GENERAL					7,000
70-92-4395-00	SUPPLIES - LAB					5,000
70-92-4410-00	SUPPLIES - OPERATIONAL					30,000
70-92-4420-00	SUPPLIES - SAFETY					6,500
70-92-4430-00	SUPPLIES - TRAINING					2,500
70-92-4440-00	SUPPLIES - VEHICLES					2,000
70-92-4460-00	UNIFORMS					2,000
70-92-4480-00	WATER METERS					150,000
	Total Commodities	-	-	-	-	295,000
	Other Charges					
70-92-4560-00	MEMBERSHIPS & SUBSCRIPTIONS					1,350
70-92-4570-00	MISCELLANEOUS					500
	Total Other Charges	-	-	-	-	1,850
	Capital - $5,000/item min.					
70-92-4830-00	CAPITAL - EQUIPMENT					6,000
70-92-4840-00	CAPITAL - INFRASTRUCTURE					2,500,000
70-92-4860-00	CAPITAL - VEHICLES					-
	Total Capital	-	-	-	-	2,506,000
	Total Budget Request	**4,176,343**	**12,749,929**	**25,732,580**	**21,322,000**	**42,587,930**

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SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	530,450	950,900	271,860	1,256,350	3,009,560	57,315,000	2,764,000	63,088,560
SF C&D	186,800	264,000	53,500	1,850	506,150	21,066,000	-	21,572,150
Totals	$ 717,250	$ 1,214,900	$ 325,360	$ 1,258,200	$ 3,515,710	$ 78,381,000	$ 2,764,000	$ 84,660,710
Total Cash Available								$ 86,548,502
Ending Fund Balance								$ 1,887,792
% of Total Budget	0.85%	1.44%	0.38%	1.49%	4.15%	92.58%	3.26%	100.00%

	SEWER FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
72.01.3410.00	GRANT	-		1,900,000	-	-
72.01.3775.00	SEWER - REGIONAL IMPACT FEE	978,500	1,795,500	902,500	2,600,000	2,105,000
72.01.3870.00	SEWER CHARGES	2,683,290	1,978,032	2,984,000	2,931,742	3,181,500
72.01.3880.00	SEWER TAP FEES	1,202,250	2,290,823	1,494,240	2,550,000	1,113,560
72.01.3960.00	INTEREST	9,718	311,256	1,200	420,000	100,000
72.01.3970.00	MISCELLANEOUS	37,534	30,545	15,000	39,600	18,900
72.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	5,639	-	-	-	-
72.01.3999.00	TRANSFERS IN	-	-	-	-	50,000,000
72.01.3999.00	TRANSFERS OUT	-	-	-	-	(600,000)
72-01-3985-00	REFUND OF EXPENDITURES	-	260,000	-	260,000	-
72.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS	5,023	-	-	(1,910,007)	-
	SUBTOTAL	4,921,954	6,666,156	7,296,940	6,891,335	55,918,960
	TOTAL FUND REVENUES	4,921,954	6,666,156	7,296,940	6,891,335	55,918,960
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					30,629,542
	TOTAL ANTICIPATED FUNDS AVAILABLE					86,548,502

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Administrative Costs					
	Personnel Services					
72.12.4001.00	Salaries	100,443	65,186	103,200	103,200	95,800
72.12.4002.00	Overtime	383	419	500	500	500
72.12.4010.00	Payroll Taxes	7,084	4,791	7,950	7,950	7,100
72.12.4020.00	Unemployment Taxes	-	-	1,100	-	1,100
72.12.4025.00	Workers Compensation	275	714	2,850	2,850	1,250
72.12.4030.00	Group Insurance	20,002	14,510	23,950	23,950	19,400
72.12.4035.00	Retirement Contribution	7,178	6,940	12,300	14,000	10,900
	Total Personnel Services	135,365	92,560	151,850	152,450	136,050
	Contractual Services					
72.12.4110.00	Billing & Administrative	20,000	-	20,000	20,000	20,000
72.12.4135.00	Other Contractual Services	46,145	28,762	55,700	55,700	55,700
72.12.4140.00	Postage	-	-	1,000	100	500
72.12.4145.00	Printing & Advertising	9,932	6,832	15,500	15,500	15,500
	Total Contractual Services	76,077	35,594	92,200	91,300	91,700
	Total Administrative Costs	**211,442**	**128,154**	**244,050**	**243,750**	**227,750**
	Operational Costs					
	Personnel Services					
72.90.4001.00	Salaries	241,939	173,697	190,000	260,000	243,000
72.90.4002.00	Overtime	9,830	10,561	3,000	11,200	23,250
72.90.4005.00	Compensated Absences		-	1,500	1,500	4,500
72.90.4010.00	Payroll Taxes	18,641	13,228	15,500	17,000	19,100
72.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	5,200
72.90.4025.00	Workers Compensation	5,703	4,840	21,200	21,200	21,200
72.90.4030.00	Group Insurance	54,018	39,557	73,600	67,500	48,250
72.90.4035.00	Retirement Contribution	12,401	18,384	23,200	38,000	29,900
	Total Personnel Services	342,532	260,267	333,200	421,600	394,400
	Contractual Services					
72.90.4122.00	Maintenance - Buildings	8,747	4,633	7,500	7,500	7,500
72.90.4125.00	Maintenance - Equipment	62,880	37,412	100,000	85,000	90,000
72.90.4127.00	Maintenance - Infrastructure	461,683	52,811	220,000	150,000	25,000
72.90.4130.00	Maintenance - Vehicles	1,457	119	1,500	1,500	3,000
72.90.4135.00	Other Contractual Services	181,004	157,143	656,500	240,000	379,000
72.90.4140.00	Postage	50	-	150	-	-
72.90.4145.00	Printing & Advertising	50	-	300	-	500
72.90.4150.00	Professional Services	23,299	14,907	40,000	45,000	20,000
72.90.4160.00	Rents	1,378	80	5,000	2,500	5,000
72.90.4170.00	Telephone & Internet	13,676	6,899	4,100	11,000	9,700
72.90.4180.00	Travel & Training	5,968	638	1,500	1,500	4,500
72.90.4190.00	Utilities	263,233	189,494	247,500	300,000	315,000
	Total Contractual Services	1,023,424	464,136	1,284,050	844,000	859,200

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Commodities					
72.90.4300.00	Chemicals	160,269	110,022	225,000	200,000	200,000
72.90.4310.00	Computers & Software	2,009	3,418	5,000	5,000	18,610
72.90.4330.00	Fuel & Lubricants	18,613	5,938	13,000	11,000	9,000
72.90.4380.00	Supplies - Buildings	4,542	11	3,500	1,000	3,500
72.90.7385.00	Supplies - General	1,978	2,514	10,000	10,000	5,000
72.90.4390.00	Supplies - Janitorial	33	51	1,500	750	1,500
72.90.4395.00	Supplies - Lab	1,262	2,853	20,000	15,000	12,000
72.90.4400.00	Supplies - Office	-	-	250	-	250
72.90.4410.00	Supplies - Operational	4,463	19,642	15,000	20,000	15,000
72.90.4420.00	Supplies - Safety	1,254	2,313	4,000	4,000	1,500
72.90.4430.00	Supplies - Training	-	-	1,500	1,500	2,500
72.90.4440.00	Supplies - Fleet	786	1,944	2,000	1,500	1,000
72.90.4460.00	Uniforms	559	1,280	1,400	1,400	2,000
	Total Commodities	195,767	149,986	302,150	271,150	271,860
	Other Charges					
72.90.4515.00	Depreciation	229,512	191,264	245,000	290,000	1,200,000
72.90.4540.00	Insurance	47,821	54,576	61,900	54,576	55,000
72.90.4560.00	Memberships & Subscriptions	-	-	500	500	1,350
72.90.4570.00	Miscellaneous		11,525	10,000	5,000	
	Total Other Charges	277,334	257,365	317,400	350,076	1,256,350
	Capital - $5,000/item min.					
72.90.4810.00	Buildings	-		20,000,000	11,000,000	57,300,000
72.90.4830.00	Equipment					15,000
72.90.4840.00	Infrastructure		10,782,329	29,100,000	23,360,000	-
72.90.4860.00	Vehicles	-	-	89,000	89,000	-
	Total Capital	-	10,782,329	49,189,000	34,449,000	57,315,000
	Debt Service					
72.90.4900.00	Principal	-	-			808,700
72.90.4950.00	Interest	651,050	976,575	1,953,150	1,953,150	1,955,300
72.90.4995.00	Cost of Issuance	547,628	-			-
	Total Debt Service	1,198,678	976,575	1,953,150	1,953,150	2,764,000

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
C&D						
	Personnel Services					
72-92-4001-00	SALARIES					111,400
72-92-4002-00	OVERTIME					10,500
72-92-4005-00	COMPENSATED ABSENCES					1,500
72-92-4010-00	PAYROLL TAXES					9,500
72-92-4020-00	UNEMPLOYMENT TAXES					3,500
72-92-4025-00	WORKERS COMPENSATION					3,700
72-92-4030-00	GROUP INSURANCE					33,500
72-92-4035-00	RETIREMENT CONTRIBUTION					13,200
	Total Personnel Services	-	-	-	-	186,800
	Contractual Services					
72-92-4125-00	MAINTENANCE - EQUIPMENT					5,000
72-92-4127-00	MAINTENANCE - INFRASTRUCTURE					100,000
72-92-4130-00	MAINTENANCE - VEHICLES					3,000
72-92-4135-00	OTHER CONTRACTUAL SERVICES					127,000
72-92-4140-00	POSTAGE					250
72-92-4145-00	PRINTING & ADVERTISING					500
72-92-4150-00	PROFESSIONAL SERVICES					20,000
72-92-4170-00	TELEPHONE & INTERNET					3,750
72-92-4180-00	TRAVEL & TRAINING					4,500
	Total Contractual Services	-	-	-	-	264,000
	Commodities					
72-92-4300-00	CHEMICALS					15,000
72-92-4310-00	COMPUTERS AND SOFTWARE					500
72-92-4330-00	FUEL & LUBRICANTS					5,000
72-92-4385-00	SUPPLIES - GENERAL					5,000
72-92-4410-00	SUPPLIES - OPERATIONAL					15,000
72-92-4420-00	SUPPLIES - SAFETY					6,500
72-92-4430-00	SUPPLIES - TRAINING					2,500
72-92-4440-00	SUPPLIES - VEHICLES					2,000
72-92-4460-00	UNIFORMS					2,000
	Total Commodities	-	-	-	-	53,500

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Other Charges					
72-92-4560-00	MEMBERSHIPS & SUBSCRIPTIONS					1,350
72-92-4570-00	MISCELLANEOUS					500
	Total Other Charges	-	-	-	-	1,850
	Capital - $5,000/item min.					
72-92-4830-00	EQUIPMENT					6,000
72-92-4840-00	INFRASTRUCTURE					21,060,000
	Total Capital	-	-	-	-	21,066,000
	Total Budget Request	**3,249,176**	**13,018,813**	**53,623,000**	**38,532,726**	**84,660,710**

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	261,460	134,090	20,875	227,000	643,425	-	-	643,425
Totals	$ 261,460	$ 134,090	$ 20,875	$ 227,000	$ 643,425	$ -	$ -	$ 643,425
Total Cash Available								$ 4,094,098
Ending Fund Balance								$ 3,450,673
% of Total Budget	40.64%	20.84%	3.24%	35.28%	100.00%	0.00%	0.00%	100.00%

	DRAINAGE FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
74.01.3720.00	DRAINAGE IMPACT FEE	420,490	571,865	110,000	590,000	220,000
74.01.3860.00	DRAINAGE CHARGES	478,106	330,137	475,900	492,000	500,000
74.01.3960.00	INTEREST	1,042	10,844	1,000	1,600	1,000
74.01.3970.00	MISCELLANEOUS	3,557	-	-	-	-
74.01.3985.00	REFUND OF EXPENDITURES	-	-	-	-	-
74.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	1,347	-	-	-	-
74.01.3999.00	TRANSFERS		-	-	-	(250,000)
	SUBTOTAL	904,543	912,846	586,900	1,083,600	471,000
	TOTAL FUND REVENUES	904,543	912,846	586,900	1,083,600	471,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					3,623,098
	TOTAL ANTICIPATED FUNDS AVAILABLE					4,094,098

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Administrative Costs					
	Personnel Services					
74.12.4001.00	Salaries	69,885	47,094	78,900	78,900	73,050
74.12.4002.00	Overtime	193	237	500	500	500
74.12.4010.00	Payroll Taxes	4,927	3,463	6,400	6,400	5,630
74.12.4020.00	Unemployment Taxes	-	-	1,050	1,050	1,050
74.12.4025.00	Workers Compensation	204	553	2,875	2,875	870
74.12.4030.00	Group Insurance	13,060	11,121	17,900	17,900	14,020
74.12.4035.00	Retirement Contribution	5,144	4,928	9,400	10,500	7,790
	Total Personnel Services	93,413	67,396	117,025	118,125	102,910
	Contractual Services					
74.12.4110.00	Billing & Administrative	20,000		10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	22,421	16,961	20,840	20,840	26,390
74.12.4140.00	Postage	-	-	500	200	500
74.12.4145.00	Printing & Advertising	6,621	4,422	8,400	8,400	10,600
	Total Contractual Services	49,042	21,383	39,740	39,440	47,490
	Total Administrative Costs	142,455	88,779	156,765	157,565	150,400
	Operational Costs					
	Personnel Services					
74.90.4001.00	Salaries	89,903	48,031	116,300	116,300	95,600
74.90.4002.00	Overtime	1,050	1,762	5,000	5,000	10,250
74.12.4005.00	Compensated Absences			5,200	5,200	3,000
74.90.4010.00	Payroll Taxes	6,941	3,740	9,300	9,300	7,350
74.90.4020.00	Unemployment Taxes	-	-	3,200	3,200	3,200
74.90.4025.00	Workers Compensation	3,465	2,328	14,350	14,350	8,250
74.90.4030.00	Group Insurance	8,757	8,581	41,300	41,300	19,200
74.90.4035.00	Retirement Contribution	5,877	4,689	14,200	14,200	11,700
	Total Personnel Services	115,993	69,131	208,850	208,850	158,550

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Contractual Services					
74.90.4125.00	Maintenance - Equipment	1,385	266	2,500	2,500	2,500
74.90.4127.00	Maintenance - Infrastructure	168,356	12,775	35,000	50,000	55,000
74.90.4130.00	Maintenance - Vehicles	-	-	1,000	1,000	1,000
74.90.4140.00	Postage	50	-	50	50	-
74.90.4145.00	Printing & Advertising	50	-	300	300	-
74.90.4150.00	Professional Services	-	9,995	80,000	40,000	25,000
74.90.4160.00	Rents	-	-	1,000	1,000	1,000
74.90.4170.00	Telephone & Internet	809	80	1,200	1,300	100
74.90.4180.00	Travel & Training	1,747	-	2,000	2,000	2,000
	Total Contractual Services	172,397	23,116	123,050	98,150	86,600
	Commodities					
74.90.4310.00	Computers & Software	-	1,500	1,500	1,500	4,875
74.90.4330.00	Fuel & Lubricants	2,641	5,938	7,000	7,000	4,000
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	-
74.90.4430.00	Supplies - Training	-	-	500	500	2,500
74.90.4440.00	Supplies - Fleet	110	-	500	500	5,000
74.90.4460.00	Uniforms	90	900	900	900	500
	Total Commodities	2,842	8,338	17,400	17,400	20,875
	Other Charges					
74.90.4515.00	Depreciation	6,637	5,532	9,500	9,500	225,000
74.90.4540.00	Insurance	1,599	2,583	5,300	2,600	2,000
	Total Other Charges	8,237	8,115	14,800	12,100	227,000
	Capital - $5,000/item min.					
74.90.4840.00	Infrastructure	-	196,523	400,000	482,000	-
74.90.4860.00	Vehicles	-	-	80,000	-	-
	Total Capital	-	196,523	480,000	482,000	-
	Total Budget Request	**441,924**	**394,002**	**1,000,865**	**976,065**	**643,425**

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

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	$ 179,676
Ending Fund Balance	$ 179,676

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

	CEMETERY PERPETUAL FUND REVENUES	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
80.01.3940.00	CEMETERY LOT PURCHASE	9,207	10,031	5,000	13,170	12,560
80.01.3960.00	INTEREST INCOME	55	616	60	70	60
	SUBTOTAL	9,262	10,647	5,060	13,240	12,620
	TOTAL FUND REVENUES	9,262	10,647	5,060	13,240	12,620
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					167,056
	TOTAL ANTICIPATED FUNDS AVAILABLE					179,676

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 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	**-**	**-**	**-**	**-**	**-**

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	677,000	777,000	355,000	12,000	1,821,000	-	-	1,821,000
Totals	$ 677,000	$ 777,000	$ 355,000	$ 12,000	$ 1,821,000	$ -	$ -	$ 1,821,000
Total Cash Available								$ 10,743,484
Ending Fund Balance								$ 8,922,484
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

	LIBRARY FUND	2021 Actual	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
92.01.3730.00	LIBRARY FACILITIES FEE	237,636	591,937	215,000	614,897	439,410
92.01.3953.00	DONATION	700	-	3,500	1,500	3,500
92.01.3960.00	INTEREST INCOME	2,389	16,278	5,000	51,564	75,000
92.01.3970.00	MISCELLANEOUS	2,559	404	7,500	2,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	550,267	432,457	488,959	488,959	819,186
92.01.3999.00	TRANSFERS IN - TOJ	1,233,063	829,230	1,140,000	1,140,000	1,243,246
	SUBTOTAL	2,026,614	1,870,306	1,859,959	2,299,420	2,587,842
	TOTAL FUND REVENUES	2,026,614	1,870,306	1,859,959	2,299,420	2,587,842
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					8,155,642
	TOTAL ANTICIPATED FUNDS AVAILABLE					$ 10,743,484

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Personnel Services					
92.90.4001.00	Salaries	321,141	243,910	533,000	375,500	677,000
92.90.4002.00	Overtime	-	104			
92.90.4010.00	Payroll Taxes	24,847	18,630			
92.90.4025.00	Workers Compensation	372	247			
92.90.4035.00	Retirement Contribution	96	3,641			
	Total Personnel Services	346,456	266,532	533,000	375,500	677,000
	Contractual Services					
92.90.4122.00	Maintenance - Buildings	122,375	102,504	580,000	236,500	680,000
92.90.4145.00	Printing & Advertising	21,359	9,934	32,000	21,500	32,000
92.90.4150.00	Professional Services	148	-	10,000	1,000	10,000
92.90.4170.00	Telephone & Internet	5,866	1,983	10,000	3,500	10,000
92.90.4180.00	Travel & Training	737	782	5,000	1,500	5,000
92.90.4190.00	Utilities	31,670	15,601	40,000	30,000	40,000
	Total Contractual Services	182,155	130,804	677,000	294,000	777,000
	Commodities					
92.90.4310.00	Computers & Software	5,983	257	5,000	2,500	5,000
92.90.4385.00	Supplies - General	4,590	2,367	70,000	45,500	75,000
92.90.4390.00	Supplies - Janitorial	855	298	3,000	1,000	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	6,000	12,000
92.90.4410.00	Supplies - Operational	62,570	21,310	160,000	78,000	260,000
	Total Commodities	73,998	24,232	250,000	133,000	355,000
	Other Charges					
92.90.4540.00	Insurance	-	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	627	437	2,500	500	2,500
92.90.4570.00	Miscellaneous	18,394	(60,661)	4,500	1,500	4,500
	Total Other Charges	19,021	(60,224)	12,000	7,000	12,000
	Capital - $5,000/item min.					
92.90.4810.00	Buildings	55,238	28,983	-	-	-
	Total Capital	55,238	28,983	-	-	-
	Total Budget Request	**676,868**	**390,326**	**1,472,000**	**809,500**	**1,821,000**

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023

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								$ 500,000
Ending Fund Balance								$ -
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

	RECREATION CENTER FUND REVENUES	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
96.01.3999.00	TRANSFER IN	-	-	-	-	77,262
	SUBTOTAL	-	-	-	-	77,262
	TOTAL FUND REVENUES	-	-	-	-	77,262
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					422,738
	TOTAL ANTICIPATED FUNDS AVAILABLE					500,000

Acct. No.	Account Title	2021 Actuals	2022 Jan - Aug Actuals	2022 Adopted Budget	2022 Estimated	2023 Proposed
	Contractual Services					
96.90.4135.00	Other Contractual Services	500,000	250,000	500,000	500,000	500,000
		500,000	250,000	500,000	500,000	500,000
	Capital - $5,000/item min.					
96.90.4810.00	Buildings		-	-	-	-
		-	-	-	-	-
	Total Budget Request	**500,000**	**250,000**	**500,000**	**500,000**	**500,000**

2023 - 2032 CAPITAL IMPROVEMENT PLAN

DECEMBER 2022

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Introduction

Capital Improvement Plan Overview

The Town of Johnstown's 2023-2032 Capital Improvement Program (CIP) contains information on how the Town plans to invest available resources into key infrastructure and facilities between 2023 and 2032. The plan provides a working blueprint for sustaining and improving the community's assets by coordinating strategic planning, financial capacity, and physical development. The goals of the CIP are to provide sustainable funding sources for essential capital needs; improve the resiliency of essential services; and save the Town money over time by not deferring necessary improvements.

The CIP is a living document and as such, it is reviewed and updated annually to reflect changing community needs, priorities, and funding opportunities to ensure that the infrastructure exists to advance the strategic and long-term goals and objectives.

The Town has chosen to utilize a 10-year plan, because while the Town continues to make significant capital investments on an annual basis, the amount of resources available in one year are not sufficient to fund all identified capital needs, and there are future needs that have been identified that do not make sense to fund today. Although the Town has a 10-year CIP, the Town Council approves only the first year of the capital plan in the annual adoption of the budget.

The continued investment in the Town's public infrastructure is key to ensuring the high quality of life for our residents.

Introduction

The Town of Johnstown's Capital Improvement Program (CIP) is a comprehensive, ten-year plan for capital investment in maintaining and enhancing public infrastructure. The CIP provides a list of all capital projects and their estimated costs over the ten-year period. The CIP serves as a guide that provides the framework for meeting current and future goals related to the physical assets of the community.

The Town of Johnstown invests in community facilities and infrastructure and provides a high-level of municipal services. The Town owns and maintains 9 public buildings including the Recreation and Senior Center, 31 acres of parks and open space, 3.7 miles of trails, 96 lane miles of roadways, 5 bridges, one water treatment plant and its distribution water infrastructure, two wastewater treatment plants and its sewer collection infrastructure, and drainage infrastructure.

Recommended 2023 – 2032 Capital Improvement Plan

The 2023 – 2032 CIP is based on a steady revenue picture as the Johnstown economy has remained stable despite a number of recent challenges, including the COVID pandemic. With that, the 2023 – 2032 CIP has $130 million recommended for 2023, and approximately $352 million recommended for years 2023 – 2032. It is important to remember that unlike an operating budget, the capital budget may fluctuate widely between years due to the timing of projects and the availability of funds.

The Town is spending the majority, about 79.90%, of its 2023 – 2032 capital funds on new infrastructure with the bulk of that being on water and sewer infrastructure. In addition to new infrastructure, 15.58% of the funds are planned for enhancement and maintenance of assets the Town already owns. The Town recognizes the importance of taking care of our assets. Capital enhancements involve upgrades to existing facilities that may include upgraded technologies, materials and equipment that can be more efficient, effective, and less costly to operate over time.

Funding Summaries

Overview

The Funding Summary section provides detail of the Town's CIP budget needs from 2023 – 2032 by fund, department, and project type.

By Fund:

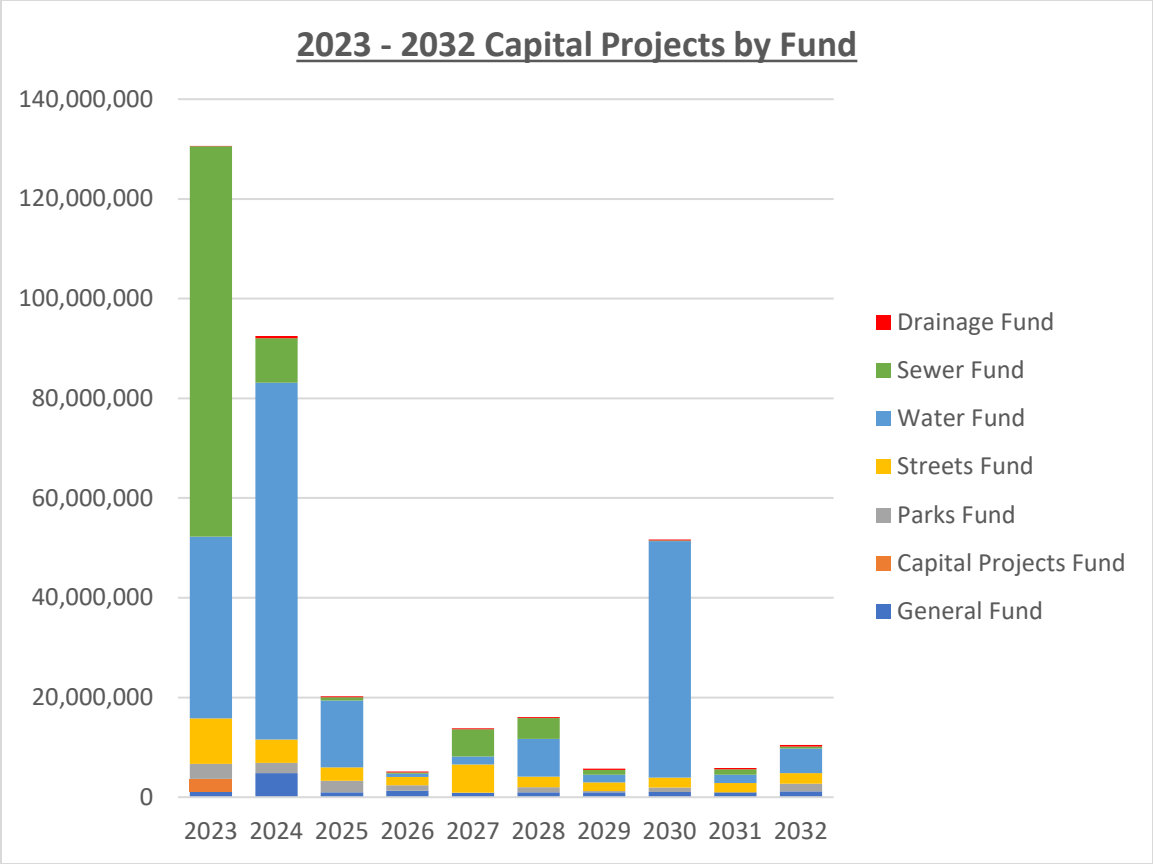
The Town of Johnstown utilizes fund accounting for budgeting and accounting purposes. Each fund is established for a specific purpose and is considered a different accounting entity. Currently the Town maintains 12 different funds, including the following:

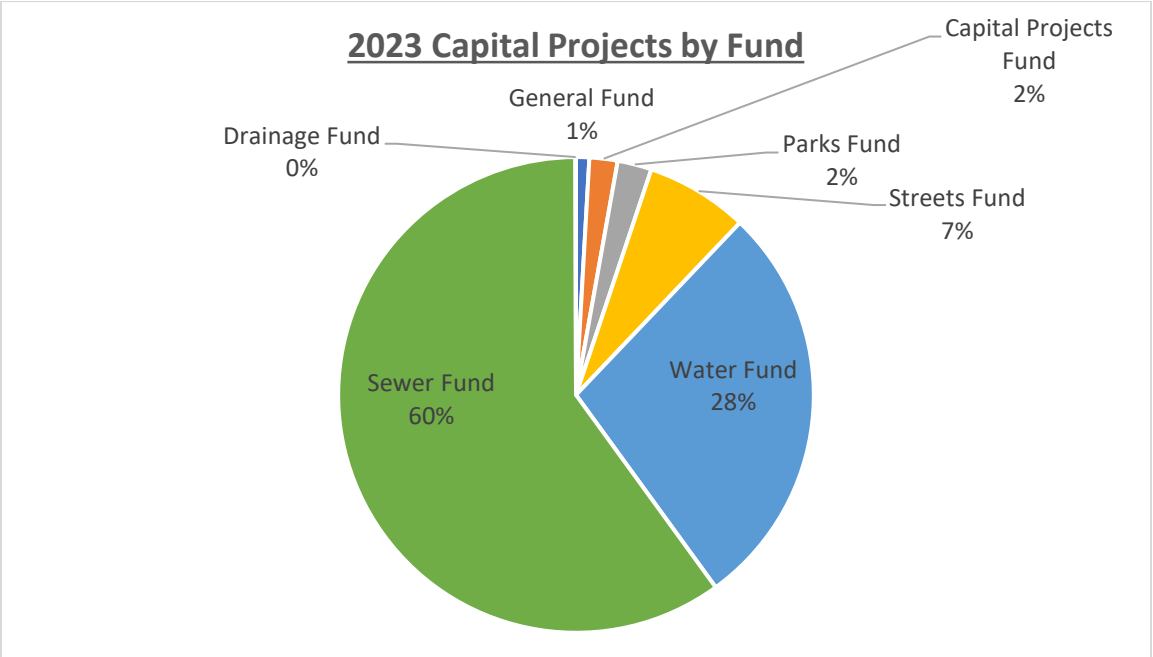
- General Fund
- Conservation Trust Fund
- Parks and Open Space Fund
- Street and Alley Fund
- Capital Improvement Fund
- Tax Allocation Fund
- Water Fund
- Sewer Fund
- Drainage Fund
- Cemetery Perpetual Fund
- Library Fund
- Recreation Center Fund

Detailed descriptions of the funds are available in the Town of Johnstown budget document. Because a number of the funds have restrictions on the use of funds, the Town must provide consistency in planning for project types and timing in order to allocate resources to maintain existing priorities.

The charts below show the distribution of the ten-year CIP by fund and by year and show a breakdown of the planned capital expenditures in 2023 alone.

Funding Summaries





Funding Summaries

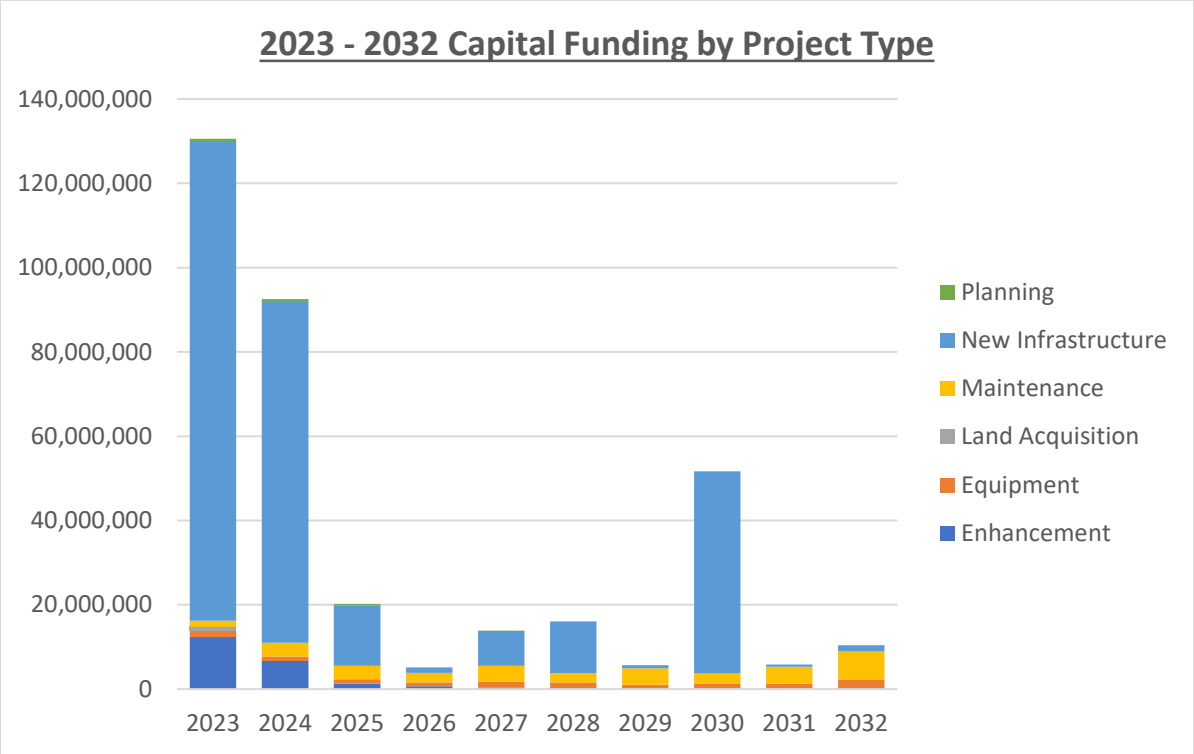
By Project Type:

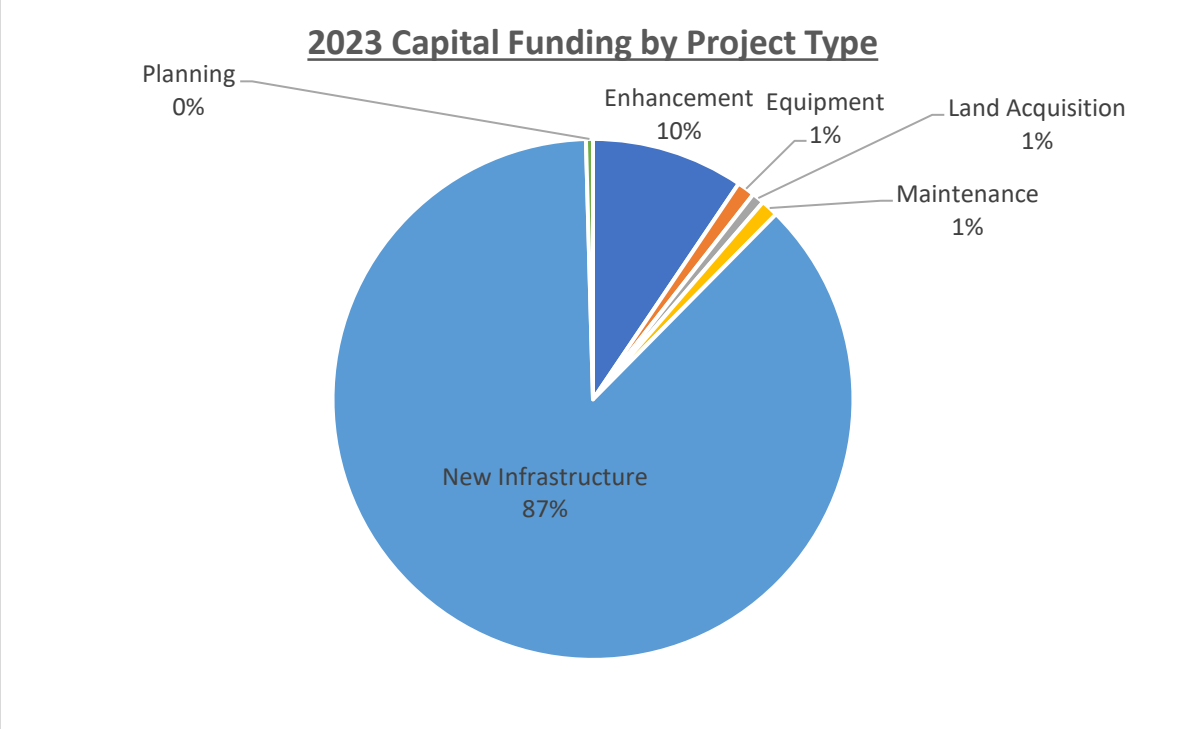
Each CIP project has been classified as a Town investment in one of six project types: Enhancement, Maintenance, Planning, Land Acquisition, New Facility/Infrastructure, and Equipment.

1. Enhancement
    - Construction results in the expansion or significant improvement of an existing asset.
    - Projects have a discrete start and end date.
    - Projects are location specific.
    - Projects results in a durable, long-lasting asset with a useful life of more than 5 years.
2. Maintenance
    - Project results in the repair, replacement, or renovation of an existing asset.
    - Projects may or may not have a discrete start and end date.
    - Projects are location specific or include programs that cover a specific area.
3. Planning
    - Project results in the development of a study or plan which is intended to identify, plan, or prepare for the construction or acquisition of capital assets or a capital program.
    - Projects have a discrete start and end date.
4. Land Acquisition
    - Project or program that results in the acquisition of real property such as land, mineral, water rights or easements.
    - Projects may or may not have discrete start and end dates or may be programmatic.
    - Projects or programs may be location specific or may be Town wide.
5. New Facility/Infrastructure
    - Project results in the construction or acquisition of a new asset.
    - Construction results in additional square footage of an existing asset.
    - Projects have discrete start and end dates.
    - Projects are location specific.
    - Project results in a durable, long-lasting asset with a useful life of at least 10 years.
6. Equipment
    - Project results in the acquisition of vehicles, equipment, or significant improvement/addition to an existing equipment asset.
    - Projects may or may not have a discrete start and end dates or may be programmatic.
    - Projects may be location specific or may be Town wide.

Funding Summaries

The charts below show the funding by project type, broken down by year and a summary for 2023.



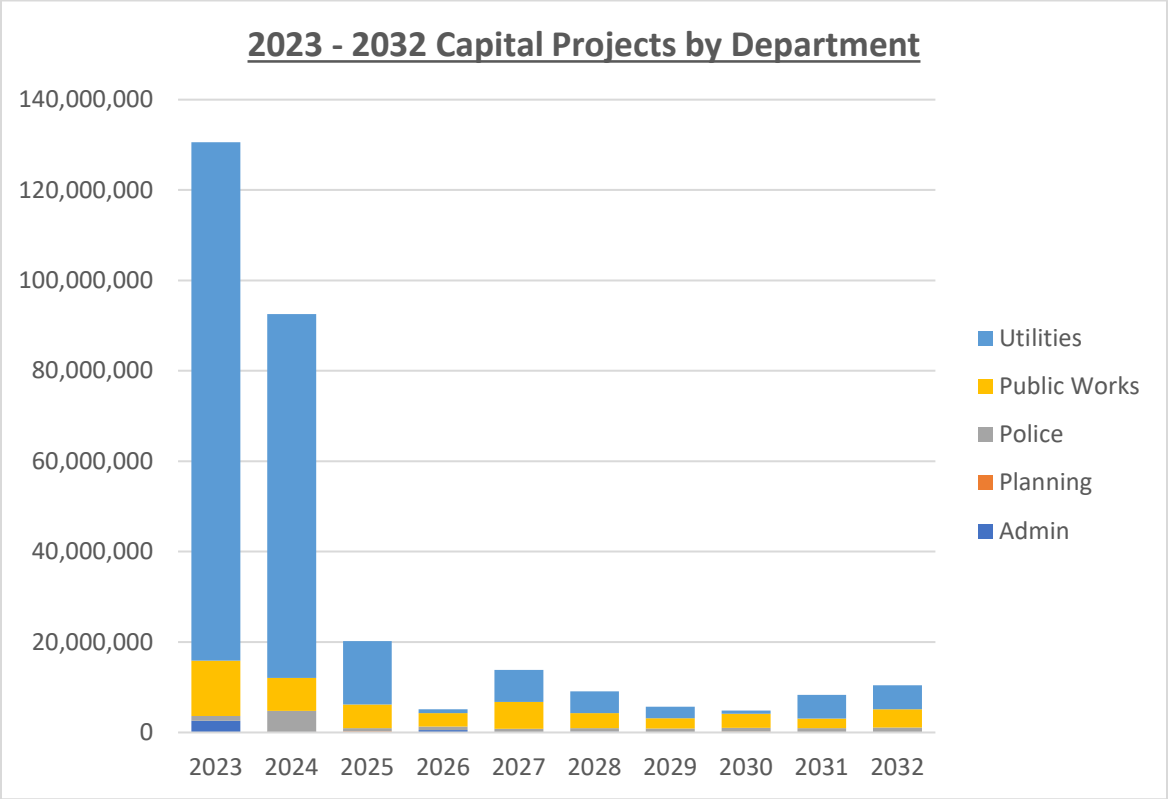


Funding Summaries

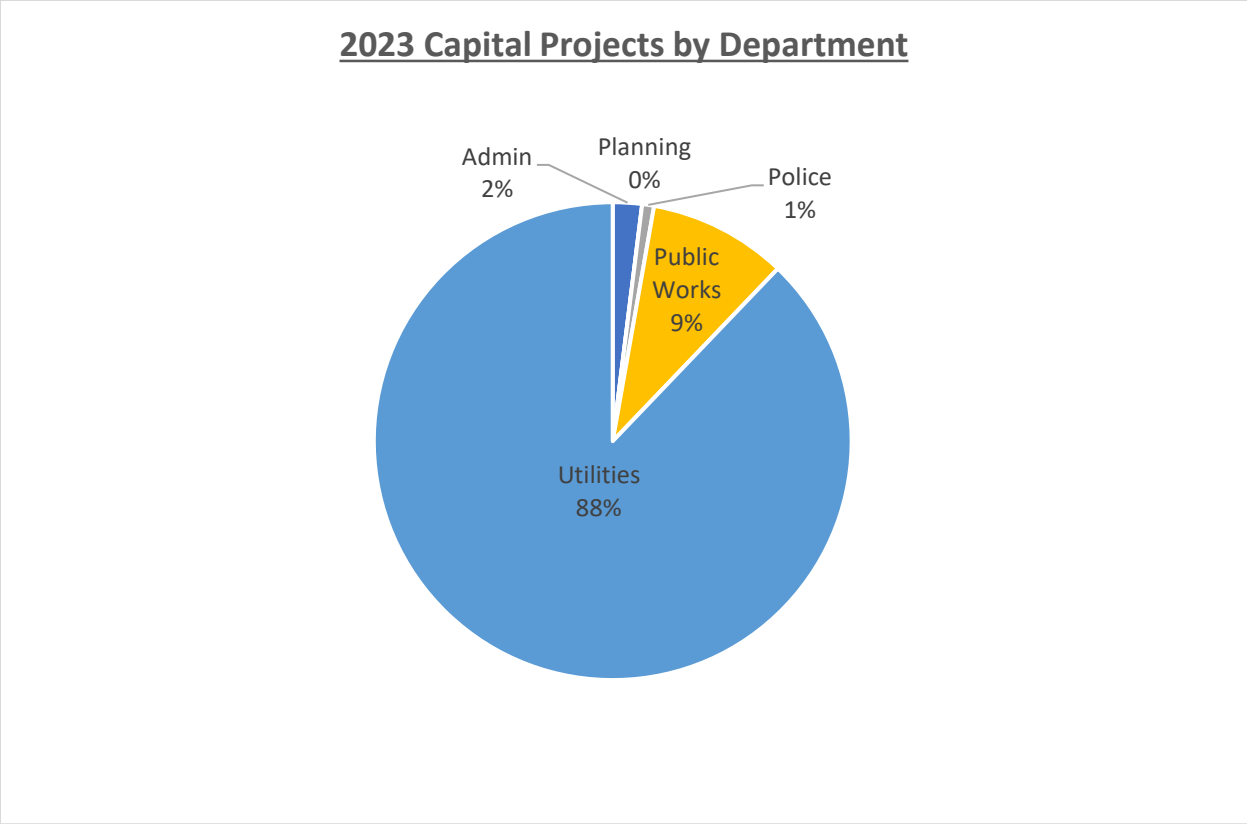
By Department:

Many departments have dedicated revenue sources that impact their CIP funding. For example, the Public Works Department manages funds that come from a 0.5% sales tax that was approved by voters to be used to fund street and sidewalk maintenance and repairs and for transportation related capital improvement projects. In recent years, sales tax revenues have increased, thus increasing the potential use of those funds.

The charts below show the CIP funding broken down by department and by year and show the breakdown for just the 2023 budget year.



Funding Summaries



Capital Request	Category	Fund	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	Total
Downtown Branding & Wayfinding- carryover FY22	Enhancement	General	55,000	60,000	70,000	500,000							685,000
Networks & IT	Maintenance	General	20,000	20,000	70,000	20,000	20,000	20,000	75,000	25,000	25,000	55,000	350,000
Town Hall Vehicle	Equipment	General				32,000				34,000			66,000
Financial software	Enhancement	General						150,000					150,000
Comp Plan updates	Planning	General			60,000					60,000			120,000
Land Use Code audit and revisions	Planning	General					50,000					80,000	130,000
Housing Needs Assessment & Strategy Plan	Planning	General			80,000					40,000			120,000
Sign Code Design - Corridor Plans	Planning	General		60,000									60,000
Police vehicles - 8 cars per year	Equipment	General	600,000	660,000	693,000	727,650	764,033	802,234	842,346	884,463	928,686	975,121	7,877,533
PD expansion	Enhancement	General	450,000	4,000,000									4,450,000
Keyless access/Cameras	Enhancement	General		30,000									30,000
Aerial photography	Maintenance	General	25,000			35,000			35,000			40,000	135,000
Church roof replacement	Maintenance	General	25,000										25,000
General Fund Total			**1,175,000**	**4,830,000**	**973,000**	**1,314,650**	**834,033**	**972,234**	**952,346**	**1,043,463**	**953,686**	**1,150,121**	**14,198,533**
Entryway improvements - I-25	Enhancement	Capital Projects	2,200,000										2,200,000
Downtown Branding & Wayfinding Sign Design/Construction	Enhancement	Capital Projects	300,000										300,000
Capital Fund Total			**2,500,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,500,000**
Cemetery irrigation	Enhancement	Parks & OS				50,000							50,000
Cemetery expansion	New Infrastructure	Parks & OS		175,000	1,200,000								1,375,000
Columbarium	New Infrastructure	Parks & OS						100,000				100,000	200,000
Equipment - mowers, tanks, etc.	Equipment	Parks & OS	80,000		25,000			25,000		75,000		25,000	230,000
Parks vehicles	Equipment	Parks & OS	45,000		45,000		45,000						135,000
Tree program	Maintenance	Parks & OS	65,000	30,000	30,000	35,000	35,000	40,000	40,000	45,000	45,000	45,000	410,000
Letford Park	New Infrastructure	Parks & OS		1,200,000	1,000,000								2,200,000
Outdoor recreation courts	New Infrastructure	Parks & OS	300,000	100,000		120,000		100,000		100,000			720,000
Playground improvements/replacements	Maintenance	Parks & OS	60,000	120,000		150,000		150,000		150,000		150,000	780,000
Park development	New Infrastructure	Parks & OS	80,000			200,000			250,000			250,000	780,000
Trail development	New Infrastructure	Parks & OS	1,150,000	450,000		500,000		500,000		500,000		500,000	3,600,000
Trail development - Larimer	Land Acquisition	Parks & OS	1,000,000										1,000,000
Parks, Trails, OS Master Plan	Planning	Parks & OS	250,000					100,000				100,000	450,000
Parks and Open Space Total			**3,030,000**	**2,075,000**	**2,300,000**	**1,055,000**	**80,000**	**1,015,000**	**290,000**	**870,000**	**45,000**	**1,170,000**	**11,930,000**
Streets Maintenance program	Maintenance	Streets	1,100,000	1,200,000	1,200,000	1,300,000	1,300,000	1,400,000	1,400,000	1,500,000	1,600,000	1,600,000	13,600,000
RRX upgrade agreements	Enhancement	Streets	175,000		75,000		80,000		85,000			90,000	505,000
Major construction projects	New Infrastructure	Streets					3,750,000						3,750,000
Bridge maintenance	Maintenance	Streets		150,000	30,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	350,000
Charlotte construction	Enhancement	Streets					100,000						100,000
LCR3 D&C	Enhancement	Streets		2,500,000	1,000,000		100,000						3,600,000
Alley overlay program	Enhancement	Streets		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	900,000
Curb/gutter/sidewalk replacement	Maintenance	Streets		115,000	115,000	115,000	125,000	125,000	125,000	135,000	135,000	135,000	1,125,000
Parking lot overlays	Maintenance	Streets		150,000			75,000			60,000			285,000
Roller	Equipment	Streets		65,000									65,000
Sweeper	Equipment	Streets						285,000					285,000
Plow Trucks	Equipment	Streets		60,000	175,000	125,000		175,000		125,000		175,000	835,000
Gator	Equipment	Streets	30,000										30,000
Tractor	Equipment	Streets	85,000										85,000
Water truck	Equipment	Streets	150,000										150,000
Streets vehicles	Equipment	Streets	48,000			50,000				55,000			153,000
Variable message boards	Equipment	Streets	40,000										40,000
Crack seal machine	Equipment	Streets	65,000										65,000
Transportation Master Plan Update	Planning	Streets		300,000									300,000
Colorado half-street improvements	Enhancement	Streets	1,500,000										1,500,000
Iron Horse	Enhancement	Streets	150,000										150,000
Design Colo & Hwy 60	Enhancement	Streets	140,000										140,000
Pedestrian bridge	Enhancement	Streets	225,000										225,000

Capital Request	Category	Fund	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	Total
Thompson PKWY Redesign	Enhancement	Streets	250,000										250,000
Charlotte St	Enhancement	Streets	4,600,000										4,600,000
SH 60/Carlson Blvd. Traffic Signal	New Infrastructure	Streets	550,000										550,000
Street and Alley Total			**9,108,000**	**4,640,000**	**2,695,000**	**1,710,000**	**5,655,000**	**2,110,000**	**1,735,000**	**2,000,000**	**1,860,000**	**2,125,000**	**33,638,000**
Water Dist - 4 PRV's	Maintenance	Water	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	200,000
Valve exerciser	Equipment	Water		20,000									20,000
WTP Pilot project	Planning	Water	261,280										261,280
Raw Water - 24" CIPP Town Lake Lining	Enhancement	Water	550,000										550,000
WTP - 34 Tank Chlorine Injection	Enhancement	Water	350,000										350,000
WTP - Generator Town Lake	Equipment	Water	300,000										300,000
Water Dist - SH60 CWWTP Water Line-	Enhancement	Water	1,000,000										1,000,000
Water Dist - Annual Waterline Replacement	Maintenance	Water	-			100,000	1,000,000	100,000	1,000,000	100,000	1,000,000	100,000	3,400,000
WTP Storage Tanks Rehab	Maintenance	Water										4,000,000	4,000,000
Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Water		45,000			47,000			49,000			141,000
Equip - 1/3 Vac Truck (Water, Sewer, Storm)	Equipment	Water										300,000	300,000
Water Shares	New Infrastructure	Water	350,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	4,850,000
Water Dist - SH60 Water Line	New Infrastructure	Water	1,000,000										1,000,000
South Tank Construction Carry over	New Infrastructure	Water	850,000										850,000
Equip - Vac Trailer & Valve Exerciser	Equipment	Water									100,000		100,000
Equip - 1/2 - Tandum Dump Truck	Equipment	Water		100,000									100,000
Equip - Fork Lift (WTP)	Equipment	Water			45,000								45,000
Raw Water - Flushing Line to Town Lake	Maintenance	Water		600,000									600,000
Raw Water - Hillsbourough Transmission	Maintenance	Water		300,000									300,000
Water Dist - Bulk Water Fill Station	Maintenance	Water			1,000,000								1,000,000
Water Dist - Master Plan & Model (CIP & Dev Reimb)	Planning	Water			200,000								200,000
Water Tank	New Infrastructure	Water						7,000,000					7,000,000
WTP Exp (D&C)	New Infrastructure	Water	30,000,000	40,000,000	8,390,000					46,800,000			125,190,000
Raw Water - Transmission Line	New Infrastructure	Water	1,750,000	30,000,000	3,275,000								35,025,000
Water Fund Total			**36,431,280**	**71,585,000**	**13,430,000**	**620,000**	**1,567,000**	**7,620,000**	**1,520,000**	**47,469,000**	**1,620,000**	**4,920,000**	**186,782,280**
Sewer Coll - Sewer Inspection & Cleaning	Maintenance	Sewer	100,000	150,000	150,000	150,000							550,000
Sewer Coll - Central Interceptor Project	New Infrastructure	Sewer	20,000,000	8,450,000									28,450,000
Central Ph 2 Granary connection	New Infrastructure	Sewer	500,000										500,000
WWTP - Central Plant (D&C)	New Infrastructure	Sewer	45,000,000										45,000,000
WWTP - Low Point Retrofit (D&C)	New Infrastructure	Sewer	12,300,000										12,300,000
WWTP - West of I-25	New Infrastructure	Sewer					4,000,000	4,000,000					8,000,000
Sewer Coll - Annual Sewer Rehab Project	Maintenance	Sewer		200,000	350,000	100,000	1,000,000	100,000	1,000,000	100,000	1,000,000	100,000	3,950,000
Equip - 1/3 Vac Truck (Water, Sewer, Storm)	Equipment	Sewer										300,000	300,000
Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Sewer			45,000			47,000			49,000		141,000
Sewer Coll - HWY 60 Rehab (D&C)	Enhancement	Sewer	400,000										400,000
Equip - Grounds Mowers	Equipment	Sewer			25,000			25,000					50,000
Equip - 1/2 - Vac Trailer & Valve Exerciser	Equipment	Sewer									100,000		100,000
Equip - 1/2 - Tandum Dump Truck	Equipment	Sewer		100,000									100,000
Equip - Fork Lift (WWTP)	Equipment	Sewer			45,000								45,000
Equip - Sewer CCTV Inspection Truck	Equipment	Sewer					500,000						500,000
Sewer Fund Total			**78,300,000**	**8,900,000**	**615,000**	**250,000**	**5,500,000**	**4,172,000**	**1,000,000**	**100,000**	**1,149,000**	**400,000**	**100,386,000**
Storm Drainage Master Plan	Planning		55,000	300,000									355,000
Storm drain maintenance	Maintenance			200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000		1,600,000
Vactruck	Equipment											300,000	300,000
Drainage Fund Total			**55,000**	**500,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**	**300,000**	**2,255,000**
Total Capital Improvement Costs:			**130,599,280**	**92,530,000**	**20,213,000**	**5,149,650**	**13,836,033**	**16,089,234**	**5,697,346**	**51,682,463**	**5,827,686**	**10,065,121**	**351,689,813**

Town of Johnstown

2023 Proposed Budget

The Budget - Rules We Follow

- Town of Johnstown Home Rule Charter, Article 12, Budget and Finance
- Colorado Revised Statutes, Title 29, Article 1, (C.R.S. 29-1) Budget and Services
- Governmental Finance Officers Association guidelines
  - Governmental Accounting, Auditing and Financial Reporting (GAFFR)
  - Governmental Accounting Standards Board (GASB)

The Budget – Rules We Follow

Colorado Revised Statutes 29-1-103(2):

"No budget adopted pursuant to this section shall provide for expenditures in excess of available revenues and beginning fund balance."

The Town of Johnstown is in compliance with the balanced budget requirement.

The Budget Process

The Town budget is prepared annually.

The Town's fiscal year is January to December.

The Budget Process

All Year – Civic Engagement

Residents are encouraged to attend community events, including Town Council meetings to discuss how the Town should invest and focus to achieve outcomes.

The Budget Process

June – September

- Staff begins preparing for the upcoming budget using Council goals as direction.
  - Departments receive budget packets.
  - Information gathering and estimates are collected.
  - Department and fund input is combined for the budget draft.
  - Staff discuss and plan with Town Manager.
  - Present to Council for input.

The Budget Process

October

- Staff and Council meet for work sessions on the budget.
- Modifications to the draft budget may be made based on Council input.
- The proposed budget must be presented to Council no later than October 15th.
- The budget is available for public inspection at that time.

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The Budget Process

November

- Public hearings are held to collect resident comments.
  - The Town of Johnstown Home Rule Charter Section 12.5 requires that a public hearing be held after the proposed budget has been submitted to the Council
  - Only one public hearing is required if no changes are made to the proposed budget.
  - The public hearings are noticed and the budget is available for public inspection at the Town.

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The Budget Process

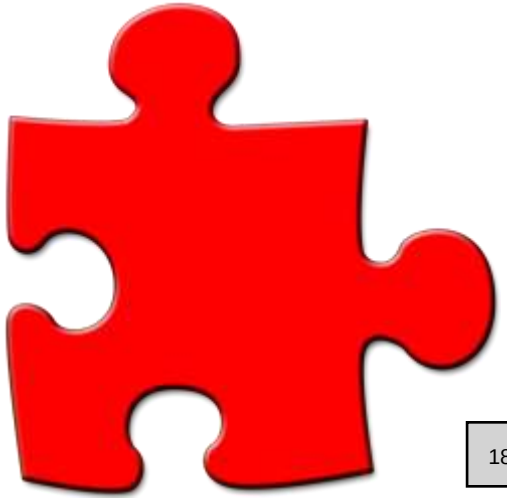
December

- No later than December 15, Town Council makes final decisions and adopts the budget.
- Staff submits the adopted budget to the State of Colorado for review and acceptance.

The Budget Process

January - May

- Publish current year budget book.
- Submit approved budget for compliance to various governmental agencies.
- Council identifies priorities for the upcoming year.



Town of Johnstown

Town Funds by Fund Type

Town Funds by Fund Type

Governmental Funds	Enterprise Funds	Fiduciary Funds
General Fund Conservation Trust Fund Parks & Open Space Fund Street & Alley Fund Capital Projects Fund Tax Allocation Fund Library Fund Recreation Center Fund	Water Fund Sewer Fund Drainage Fund	Cemetery Perpetual Fund

Revenue Changes:

- Miscellaneous - $56 million added to reflect potential bond issuance
- Total Revenues increased $56 million from $62,038,845 to $118,038,845

Transfer Changes:

- Transfer for $30 million removed from General Fund and Water Fund
- Transfers decreased $30 million from $83,495,508 to $53,495,508

Expenditures Changes:

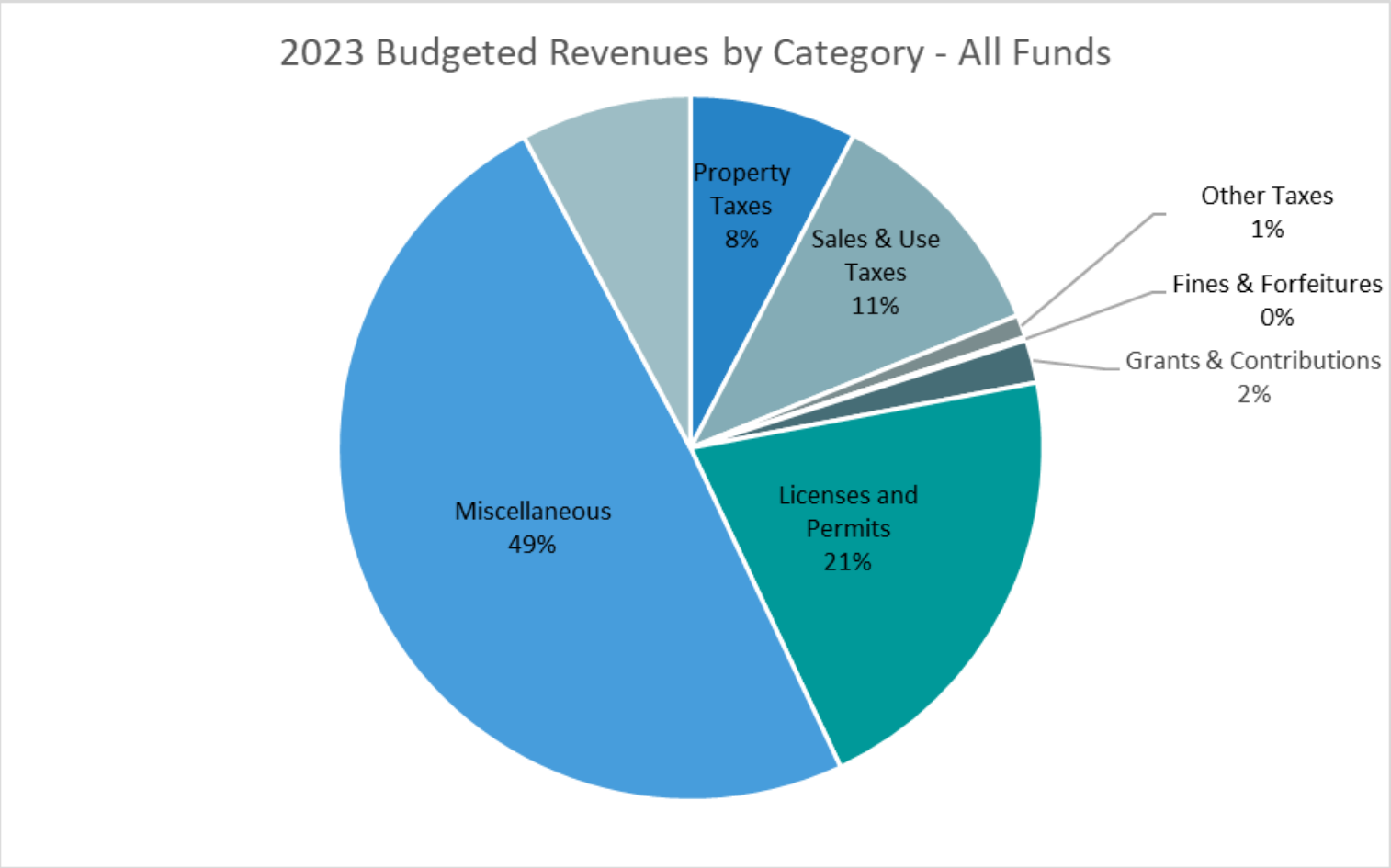
- Capital Outlay - $600,000 added for bond issuance costs
- Total Capital Outlay increased from $125,788,780 to $126,388,780

Ending Fund Balance Changes:

- Ending balance for all funds increased $55.4 million from $68,240,994 to $123,640,994

2023 BUDGET - ALL FUNDS	General Fund	Special Revenue Funds	Capital Project Funds	Enterprise Funds	Trust and Agency Funds	Total All Funds	% of Total Rev. & Exp.
BEGINNING BALANCE:	83,537,563	29,592,808	7,653,223	45,380,633	167,056	166,331,283	
REVENUES:							
CHARGES FOR SERVICES	7,330	962,400	-	8,251,500	12,560	9,233,790	7.82%
FINES AND FORFEITURES	175,500	-	-	-	-	175,500	0.15%
PROPERTY TAXES	9,030,534	-	-	-	-	9,030,534	7.65%
SALES TAXES	9,750,000	3,187,500	302,200	-	-	13,239,700	11.22%
LICENSES AND PERMITS	1,511,500	2,220,890	-	21,030,610	-	24,763,000	20.98%
MISCELLANEOUS	1,684,370	98,250	-	56,264,900	60	58,047,580	49.18%
OTHER TAXES	185,000	1,033,905	-	-	-	1,218,905	1.03%
GRANTS	10,000	2,319,836	-	-		2,329,836	1.97%
TOTAL REVENUES	22,354,234	9,822,781	302,200	85,547,010	12,620	118,038,845	100.00%
OTHER SOURCES/USES:							
TRANSFERS IN	-	3,495,508	-	50,000,000	-	53,495,508	
TRANSFERS OUT	51,945,508	-	50,000	1,500,000	-	53,495,508	
TOTAL OTHER SOURCES/USES	(51,945,508)	3,495,508	(50,000)	48,500,000	-	0	
EXPENDITURES:							
PERSONNEL SERVICES	6,769,790	1,878,540	-	2,084,010	-	10,732,340	6.68%
CONTRACT SERVICES	2,507,295	4,461,200	11,500	2,639,740	-	9,619,735	5.99%
COMMODITY	634,935	650,790	-	2,240,335	-	3,526,060	2.19%
OTHER CHARGES	803,320	729,200	-	2,715,700	-	4,248,220	2.64%
CAPITAL OUTLAY	437,500	8,053,000	2,500,000	115,398,280	-	126,388,780	78.63%
IMPACT OUTLAY	750,000	2,700,000	-	-	-	3,450,000	2.15%
DEBT SERVICE	-	-	-	2,764,000	-	2,764,000	1.72%
TOTAL EXPENDITURES	11,902,840	18,472,730	2,511,500	127,842,065	-	160,729,135	100.00%
ENDING BALANCE:	42,043,450	24,438,367	5,393,923	51,585,578	179,676	123,640,994	

Revenues – All Funds



*Debt proceeds and interfund transfers are not included in the table

Property Taxes

Mill Levy

Town	**22.147**
Library	1.80
Total	23.947

Property tax example:

- Assessed Valuation of Home $490,000
- Assessment Rate (7.15%) .0715
- Taxable Value of Home $35,035
- Johnstown Mill Levy .023947
- Total Johnstown Property Taxes $838.98

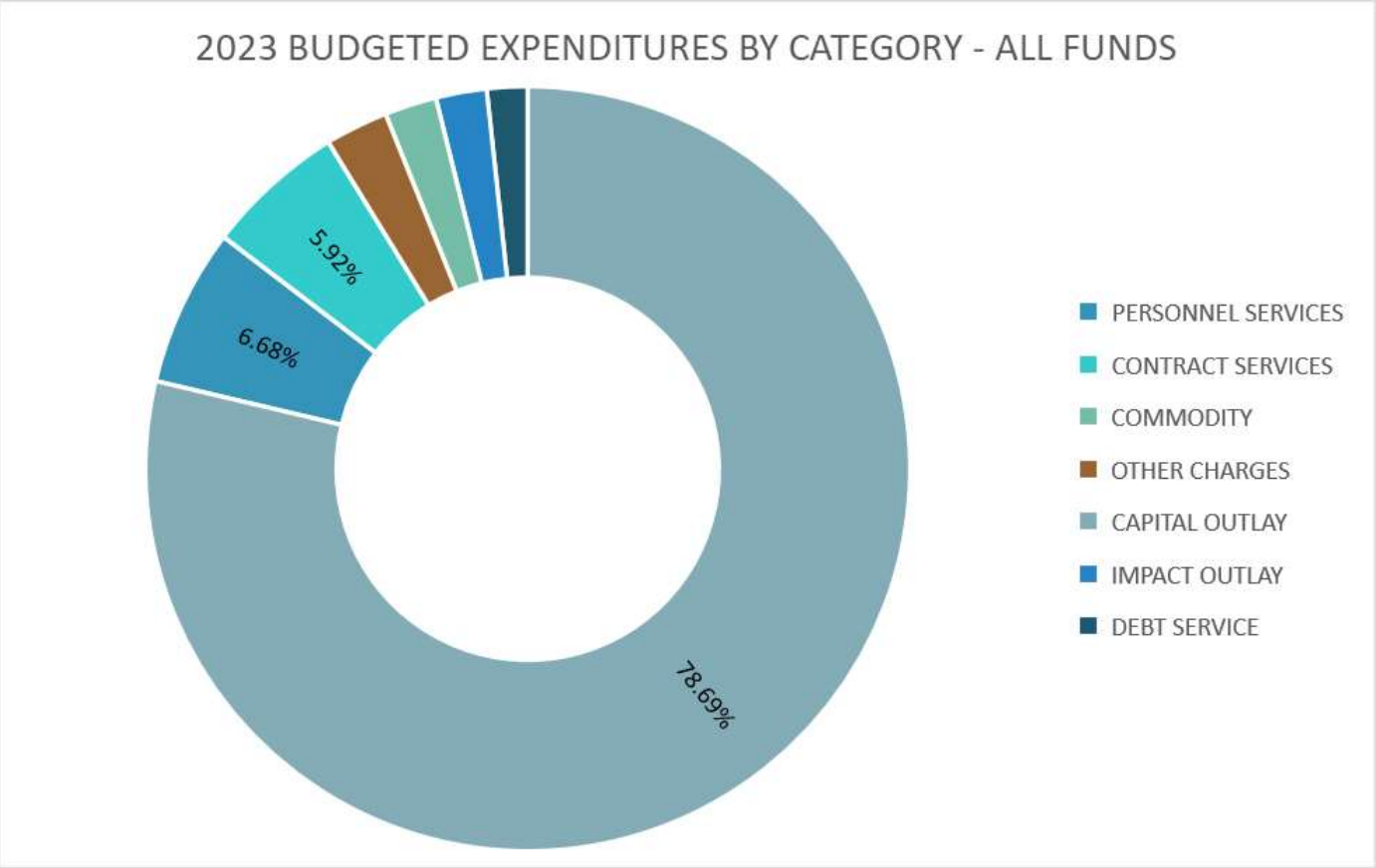
Johnstown's portion is $775.92
Library's portion is $63.06

Sales & Use Taxes – 3.5%

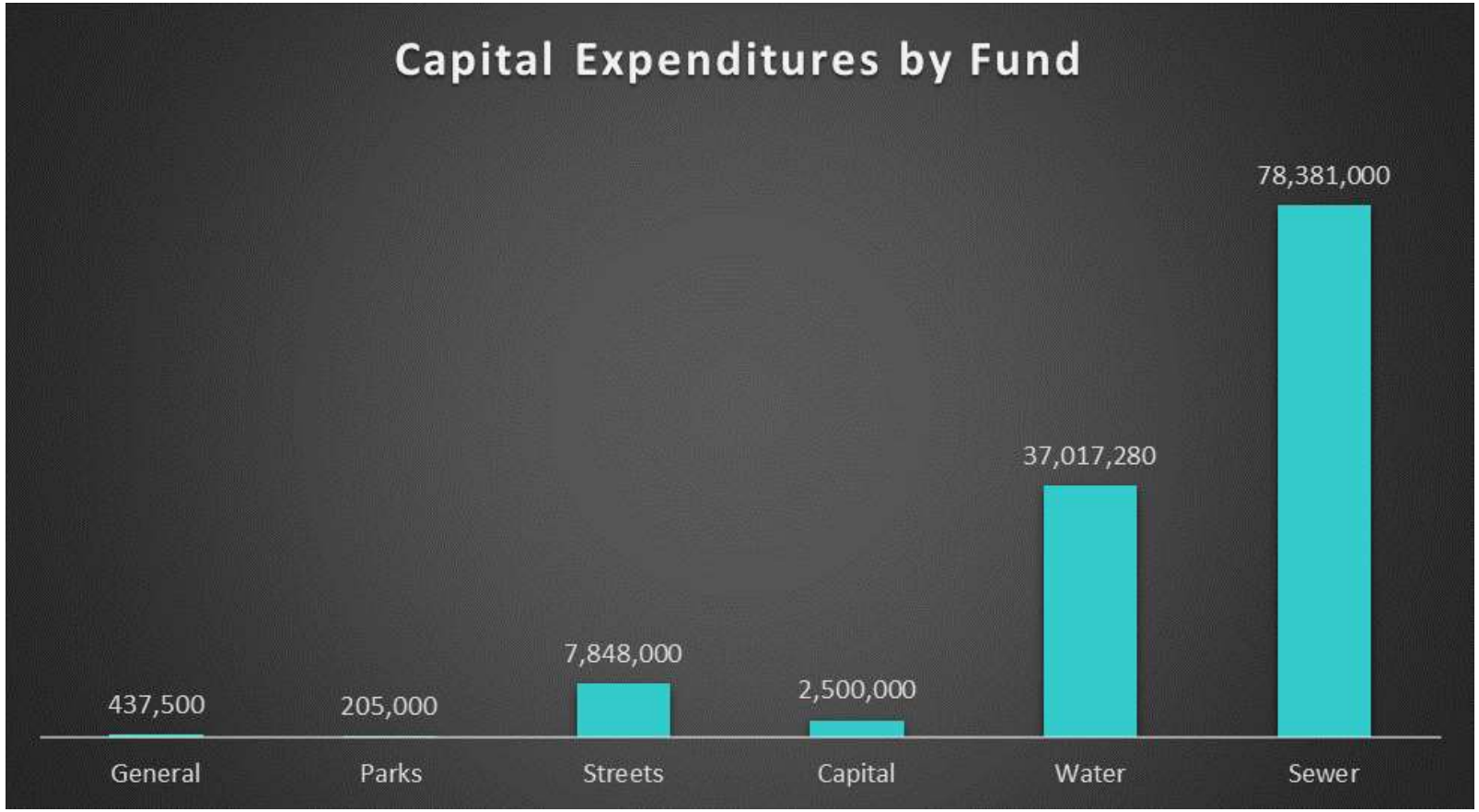
- Sales Taxes – Collected on sales of tangible personal property and specific services.
- Use Taxes – Imposed on taxable purchases where a sales tax was not legally imposed – applies to building materials and vehicles.

General Fund	Street & Alley Fund
3.0%	.5%

Expenditures – All Funds



Capital Expenditures – All Funds $126,388,780



Town of Johnstown

General Fund

General Fund - Function

- Town Council
  - Set policy
  - Community outreach and engagement
  - Organizational success
- Town Manager
  - Daily operations
  - Legislative & policy implementation
  - Community outreach & communication
- Police Services
  - Public safety and education
  - Crime prevention
  - Traffic enforcement
- Town Clerk
  - Elections
  - Licensing
  - Municipal Court
- Planning Services
  - Development plan review & analysis
  - Land use and zoning code administration
  - Comprehensive planning
- Finance
  - Budget
  - Accounting and utility billing
  - Treasury management
- Building Inspections
  - Permit issuance
  - Plan reviews
  - Building inspections/code enforcement
- Public Works/Buildings
  - Facilities & infrastructure management
  - Fleet services
  - Building & grounds maintenance

General Fund - Budget Highlights

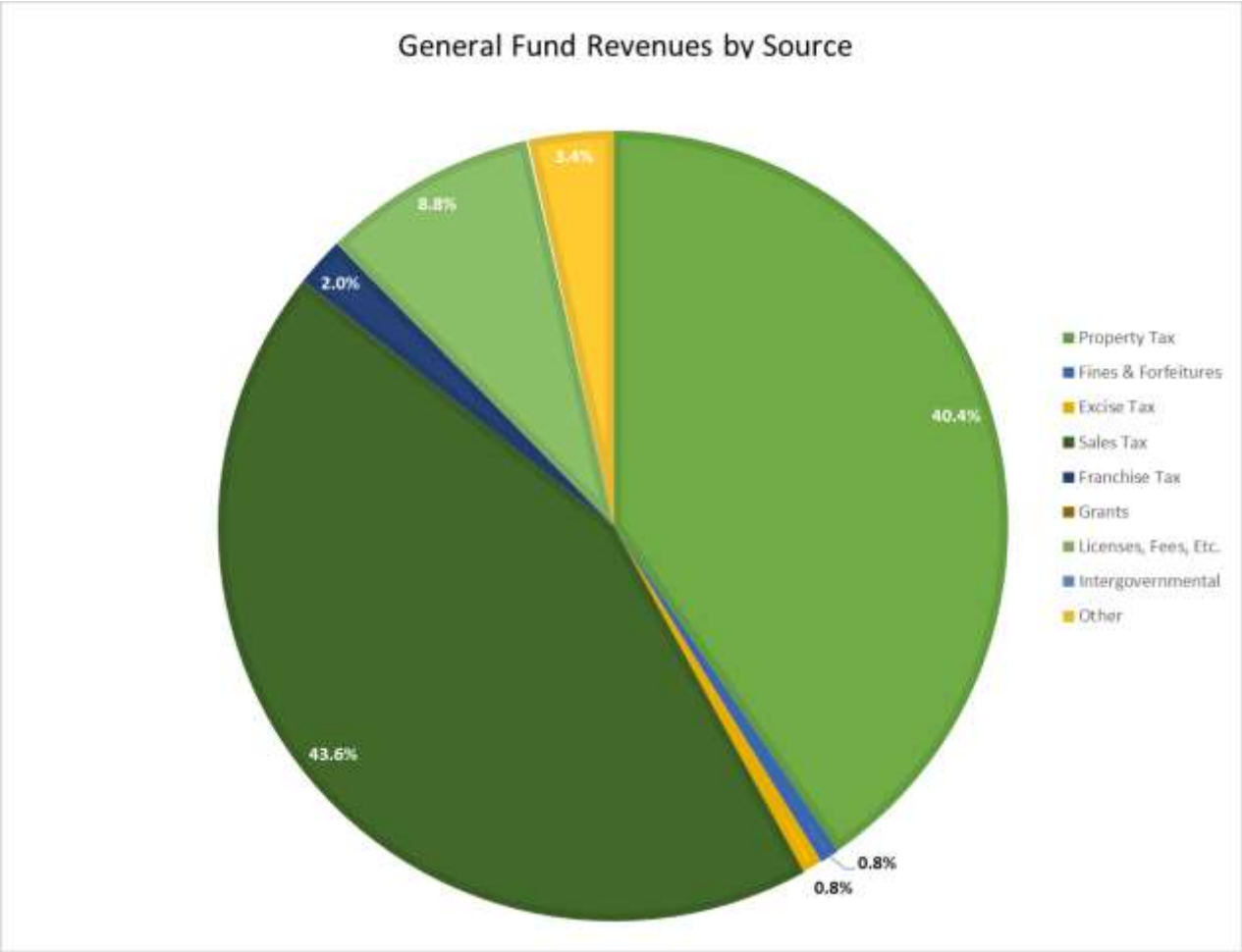
- Shared emergency management coordinator
- Johnstown Downtown branding study completion
- Loan to sewer fund
- Police building expansion design
- Maintain general services
  - Public safety
  - Building inspections
  - Municipal Court
  - Senior Center
  - Planning services
  - Administrative

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	49,790	270,000	6,500	480,150	806,440	25,000	-	-	831,440
Town Manager	865,110	300,295	75,705	146,320	1,387,430	55,000	-	-	1,442,430
Town Clerk	300,100	99,960	37,350	4,500	441,910	-	-	-	441,910
Finance	213,160	215,950	15,260	6,500	450,870	-	-	-	450,870
Planning	508,480	24,200	25,580	8,050	566,310	-	-	-	566,310
Bldg Inspections	103,350	303,700	5,970	800	413,820	-	-	-	413,820
Police	4,087,900	343,140	405,970	112,100	4,949,110	307,500	750,000	-	6,006,610
Public Works	641,900	17,050	55,600	21,800	736,350	25,000	-	-	761,350
Buildings	-	233,000	7,000	23,100	263,100	25,000	-	-	288,100
Reimbursements	-	700,000	-	-	700,000	-	-	-	700,000
Totals	$6,769,790	$2,507,295	$634,935	$803,320	$10,715,340	$437,500	$750,000	$0	$11,902,840

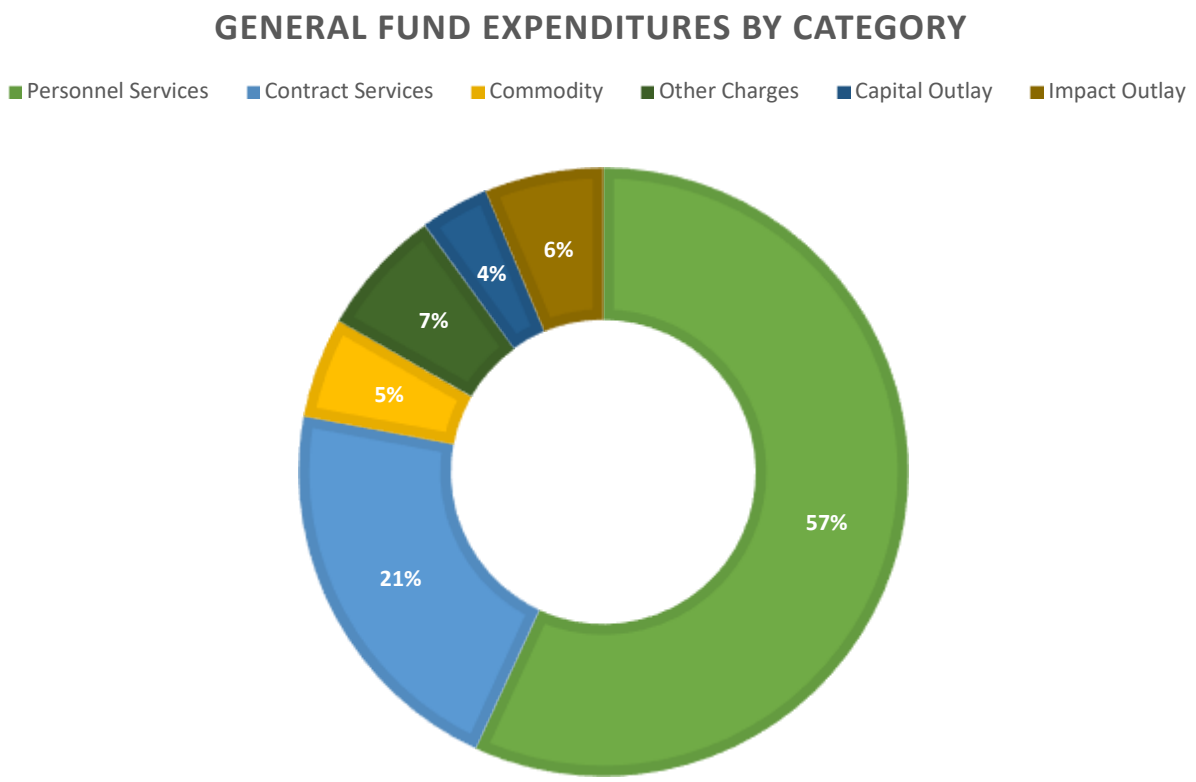
Total Cash Available	$ 53,946,290
Ending Fund Balance	$ 42,043,450

General Fund Revenues

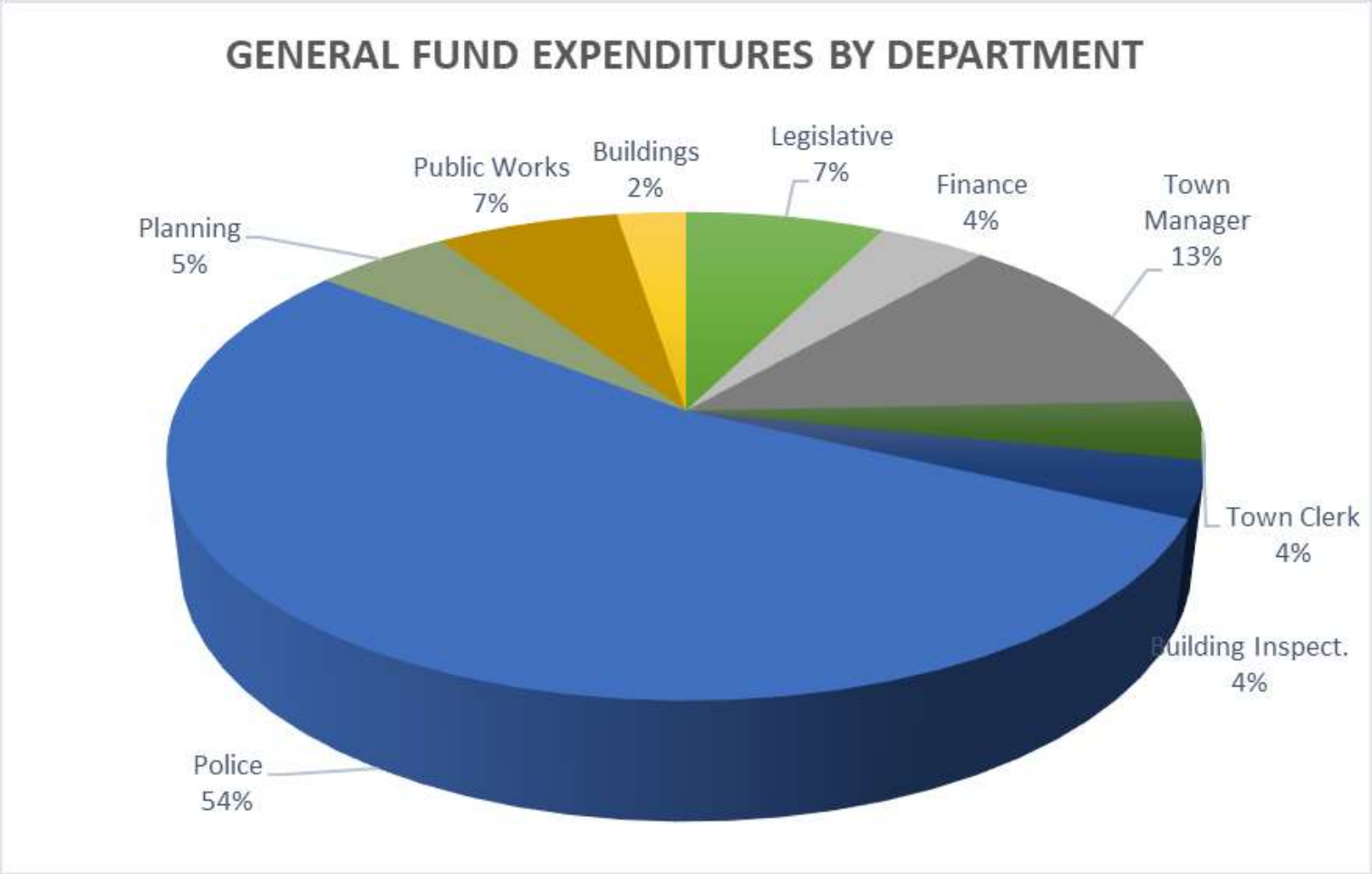


General Fund Revenue Sources		
Source	**Amount**	**% of Total**
Property Tax	9,030,534	40.4%
Fines & Forfeitures	175,500	0.8%
Excise Tax	185,000	0.8%
Sales Tax	9,750,000	43.6%
Franchise Tax	452,000	2.0%
Grants	10,000	0.0%
Licenses, Fees, Etc.	1,957,100	8.8%
Intergovernmental	25,000	0.1%
Other	769,100	3.4%

General Fund Expenditures - $11,902,840



General Fund Expenditures - $11,902,840



Special Revenue Funds

Town of Johnstown

Street & Alley Fund

Street and Alley Fund - Budget Highlights

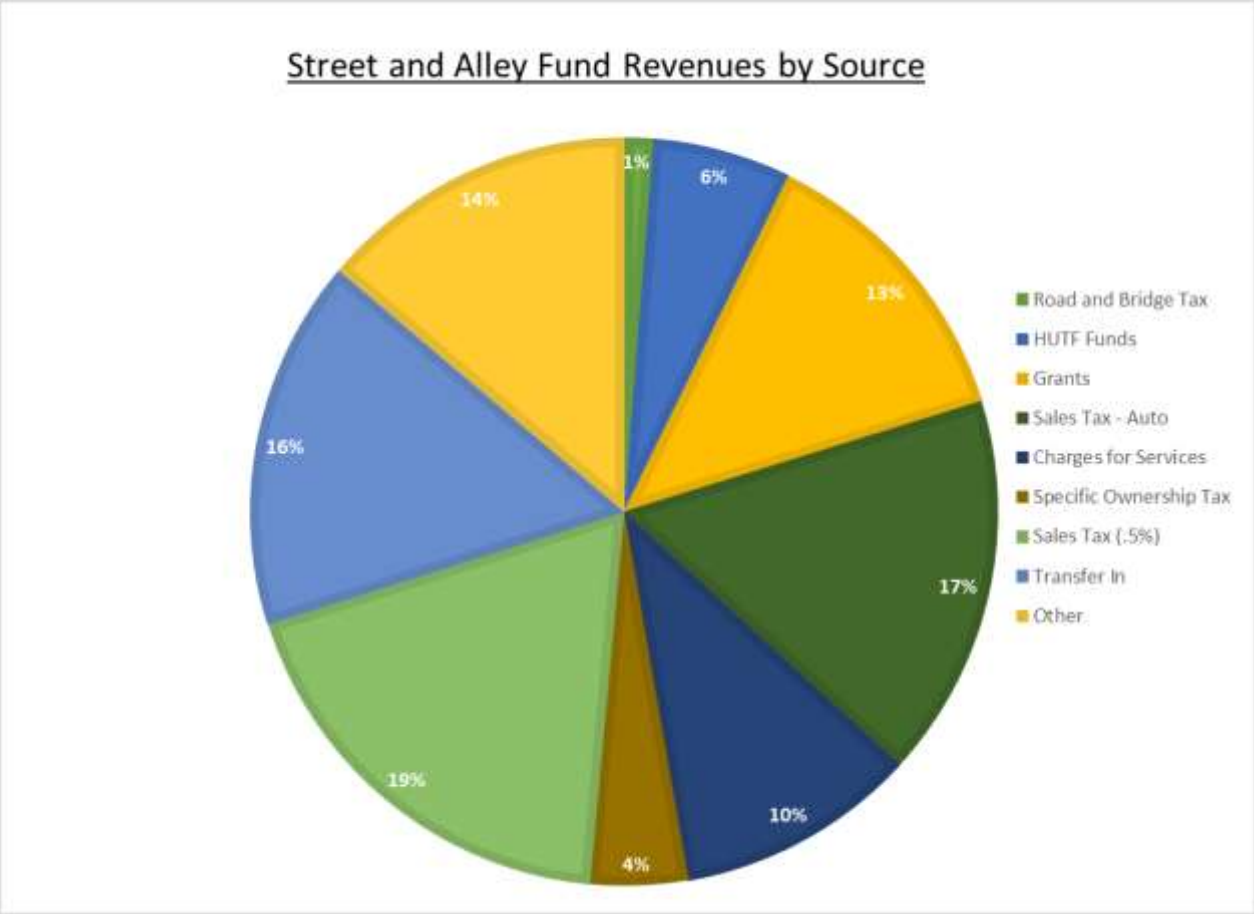
- Street maintenance program
- Charlotte Street improvements and road reconstruction
- Signal at Carlson Blvd and Highway 60
- New equipment
  - PW vehicle
  - Crack seal equipment
  - Water truck

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	690,790	2,775,100	207,000	25,900	3,698,790	7,848,000	-	-	11,546,790
Totals	$ 690,790	$ 2,775,100	$ 207,000	$ 25,900	$ 3,698,790	$ 7,848,000	$ -	$ -	$ 11,546,790

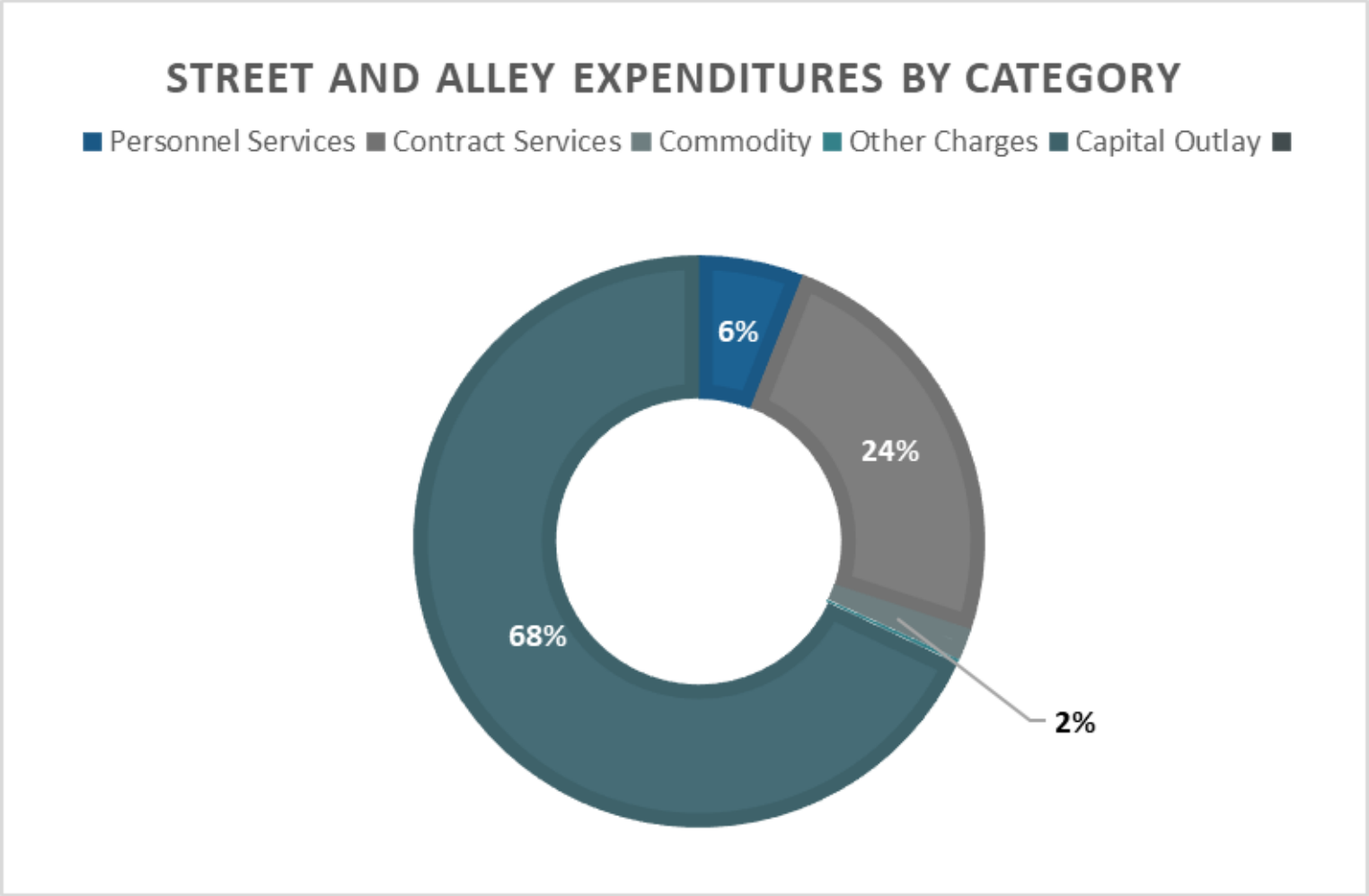
Total Cash Available	$ 24,752,760
Ending Fund Balance	$ 13,205,969

Street and Alley Fund Revenues



Street and Alley Fund Revenue Sources		
Source	**Amount**	**% of Total**
Road and Bridge Tax	115,000	1%
HUTF Funds	538,905	6%
Grants	1,175,000	13%
Sales Tax - Auto	1,500,000	17%
Charges for Services	945,000	10%
Specific Ownership Tax	380,000	4%
Sales Tax (.5%)	1,687,500	19%
Transfer In	1,450,000	16%
Other	1,249,200	14%

Street & Alley Fund Expenditures - $11,546,790



Town of Johnstown

Parks & Open Space Fund

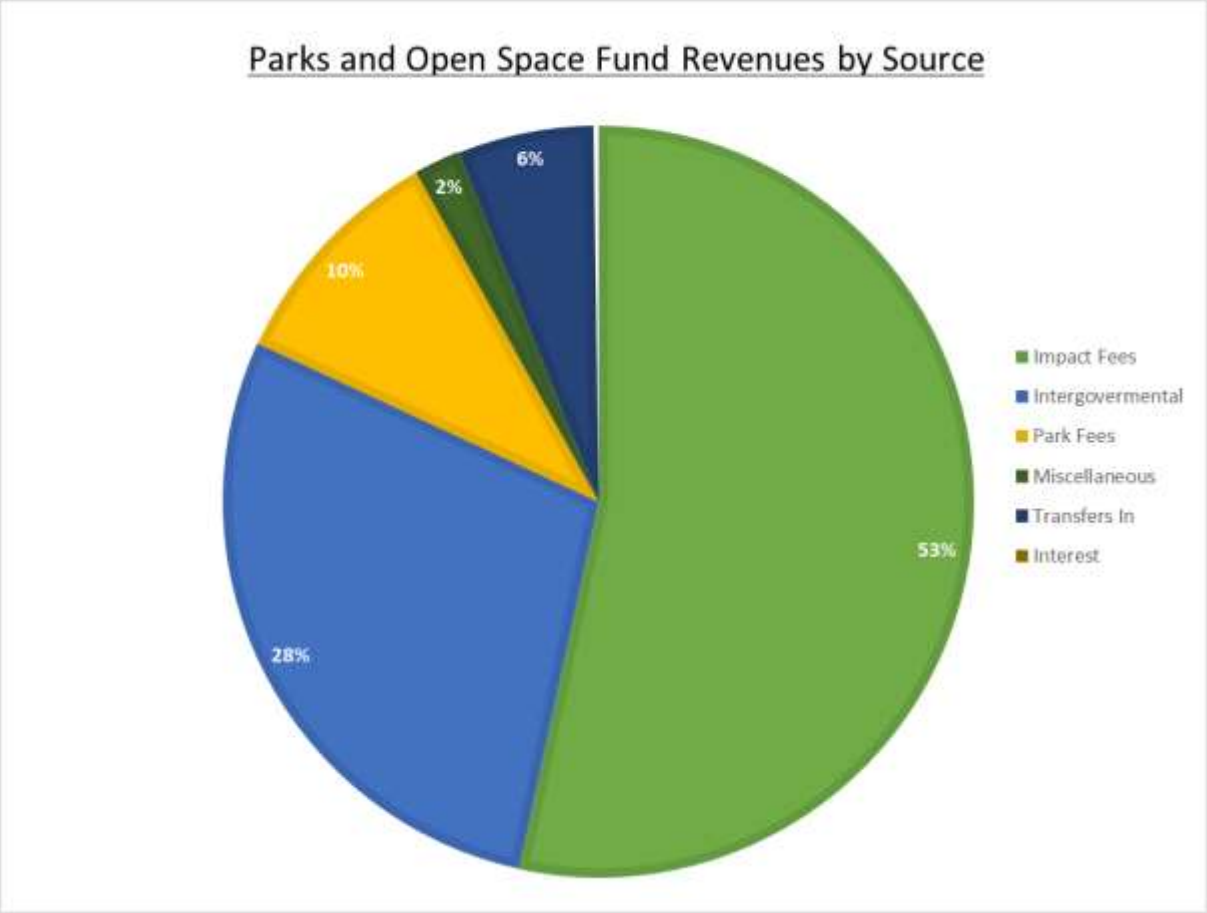
Parks and Opens Space Fund
Budget Highlights

- Master plan for Letford Elementary School property
- Little Thompson Trail construction
- Pickleball courts
- Dog park
- Tree voucher program
- Mosquito control

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

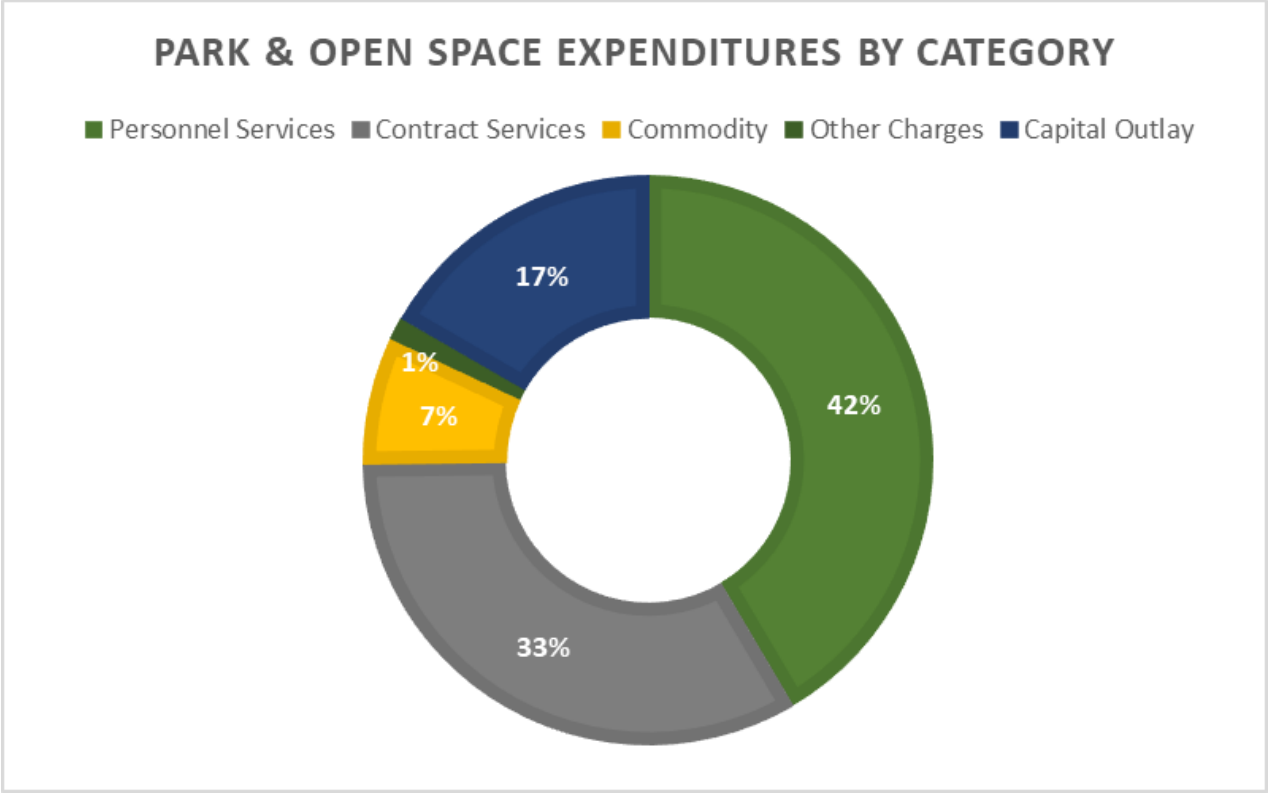
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	510,750	409,100	88,790	16,300	1,024,940	205,000	2,700,000	-	3,929,940
Totals	$ 510,750	$ 409,100	$ 88,790	$ 16,300	$ 1,024,940	$ 205,000	$ 2,700,000	$ -	$ 3,929,940
Total Cash Available									$ 6,080,117
Ending Fund Balance									$ 2,150,177

Parks & Open Space Fund Revenues



Parks and Open Space Fund Revenue Sources		
Source	**Amount**	**% of Total**
Impact Fees	456,980	53%
Intergovermental	243,650	28%
Park Fees	85,900	10%
Miscellaneous	17,000	2%
Transfers In	50,000	6%
Interest	2,000	0%

Park & Open Space Fund Expenditures $3,939,940 $3,939,940



Town of Johnstown

Capital Projects Fund

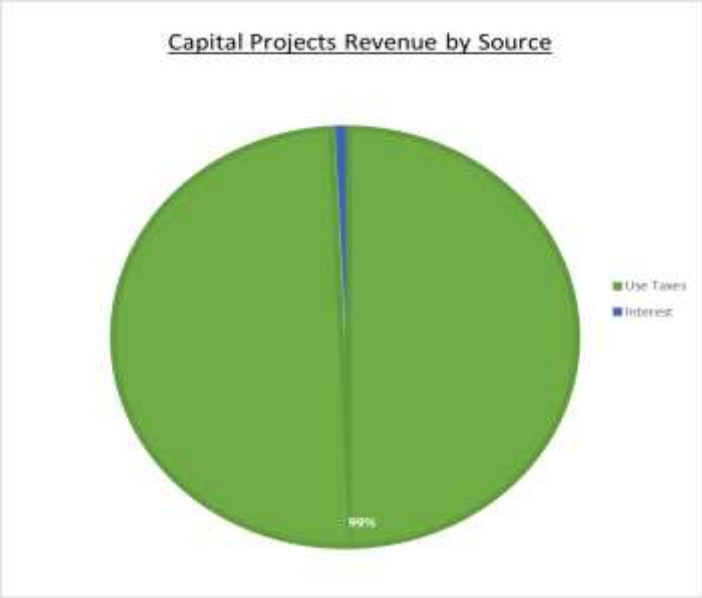
Capital Projects - Budget Highlights

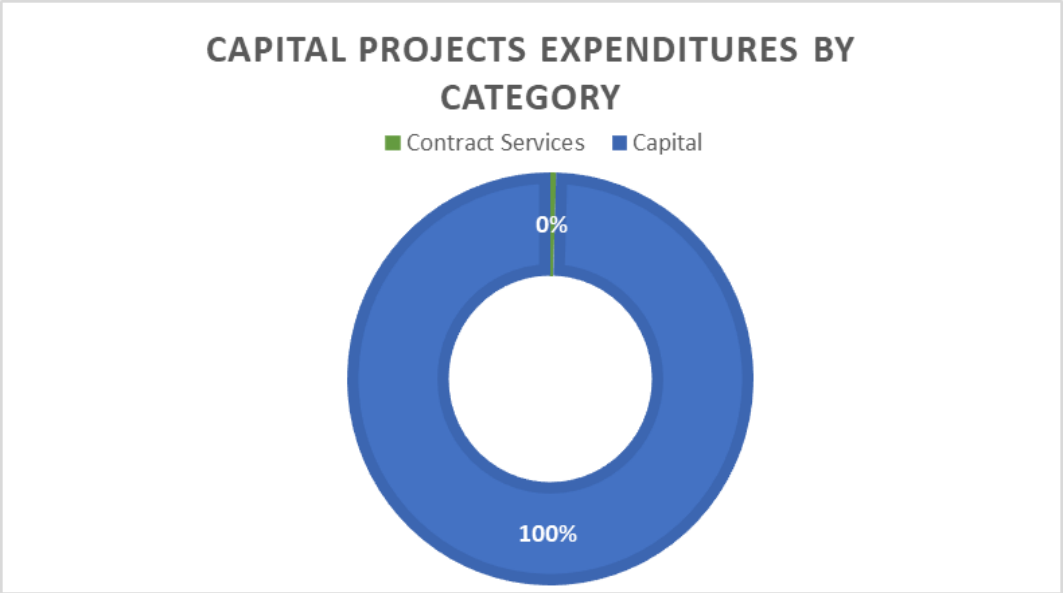
- Aesthetic improvements to I-25 and Highway 60 interchange
- Downtown branding study signage

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	2,500,000	-	2,511,500
Totals	$ -	$ 11,500	$ -	$ -	$ 11,500	$ 2,500,000	$ -	$ 2,511,500
Total Cash Available								$ 7,905,423
Ending Fund Balance								$ 5,393,923

Capital Project Fund Revenues & Expenses





Capital Projects Fund		
Source	**Amount**	**% of Total**
Use Taxes	300,000	99%
Interest	2,200	1%

Town of Johnstown

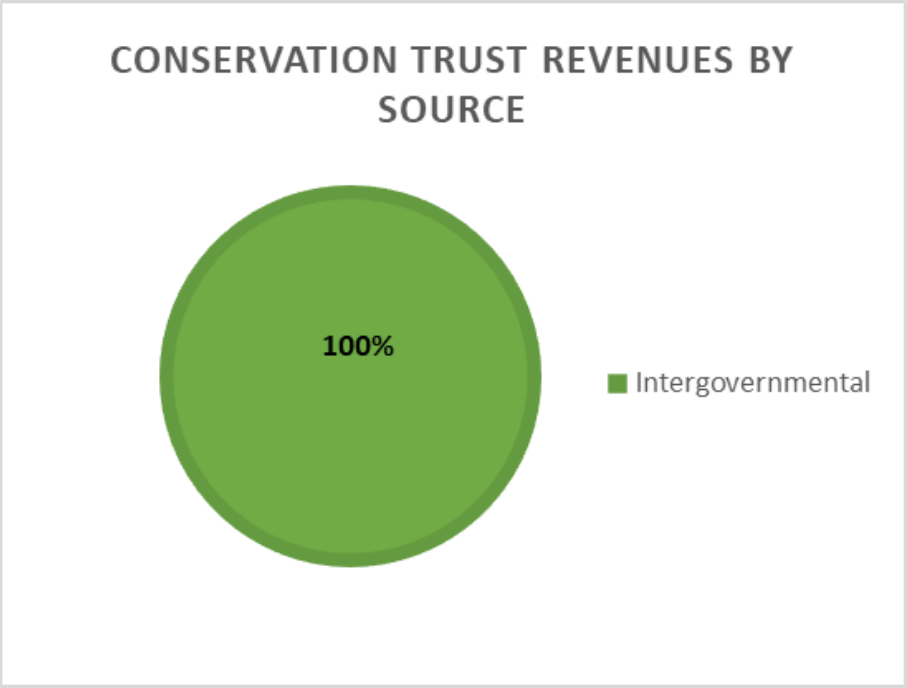
Conservation Trust Fund

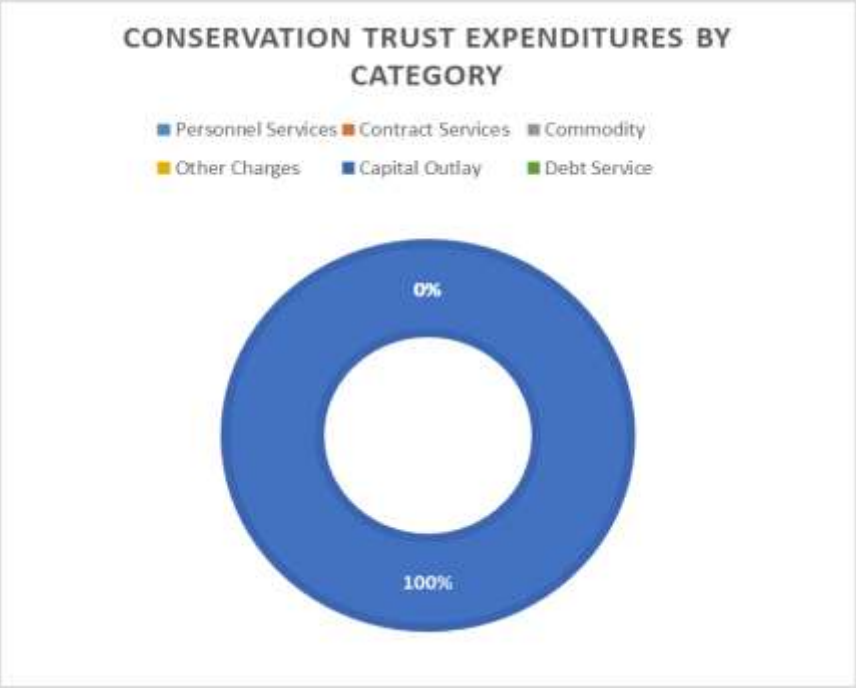
CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	---	---	0
Totals	$0	$0	$0	$0	0	$0	$0	$0

Total Cash Available	$ 118,251
Ending Fund Balance	$ 118,251

Conservation Trust Fund Review





Conservation Trust Fund		
Source	**Amount**	**% of Total**
Intergovernmental	82,000	99.94%
Interest	50	0.06%

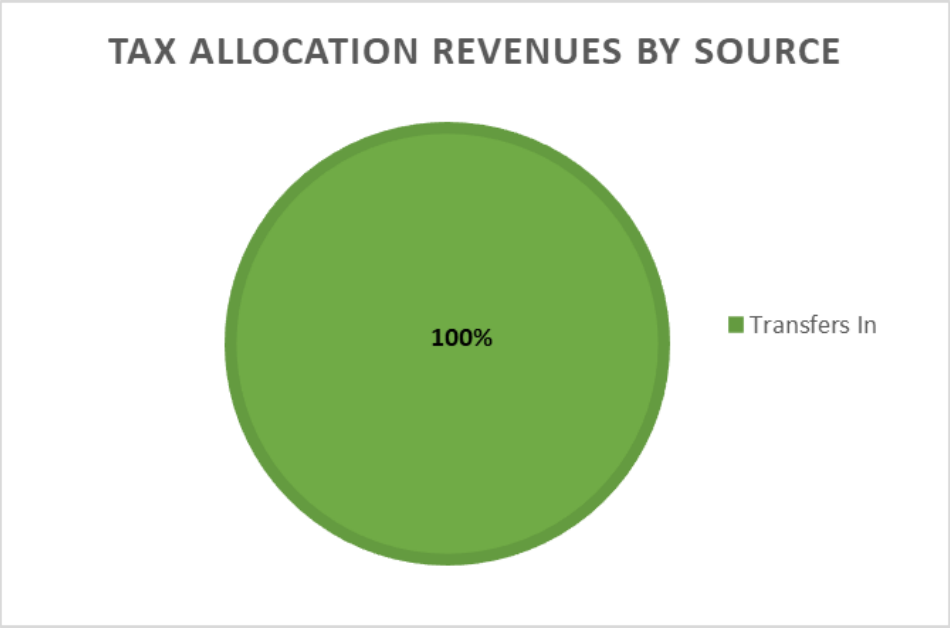
Town of Johnstown

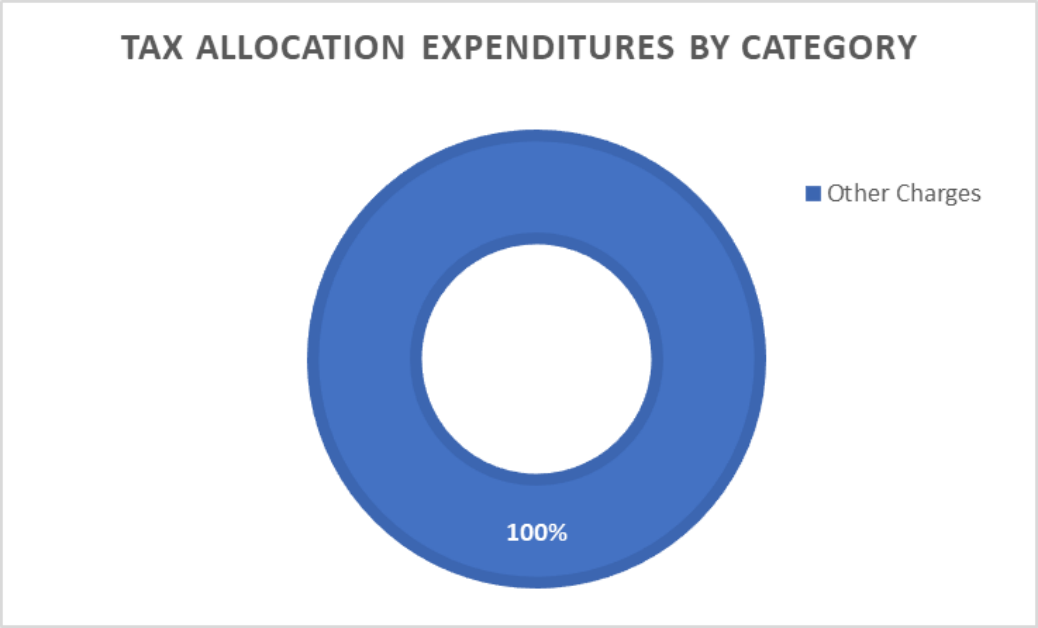
Tax Allocation Fund

TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	675,000	675,000	-	-	675,000
Totals	$ -	$ -	$ -	$ 675,000	$ 675,000	$ -	$ -	$ 675,000
Total Cash Available								$ 716,485
Ending Fund Balance								$ 41,485

Tax Allocation Fund Review





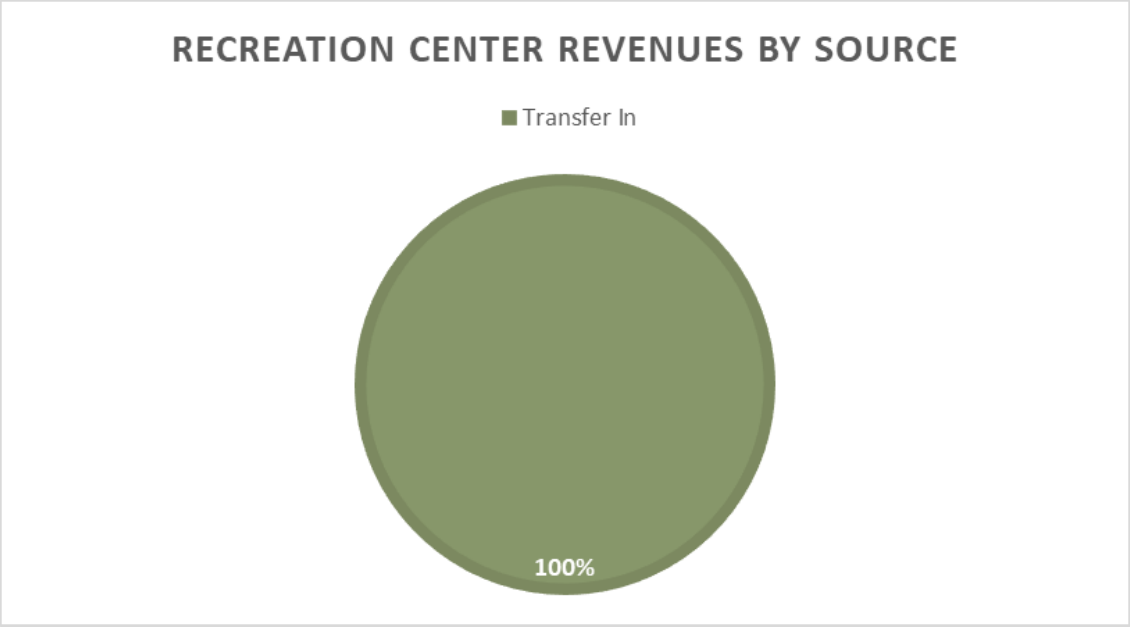
Town of Johnstown

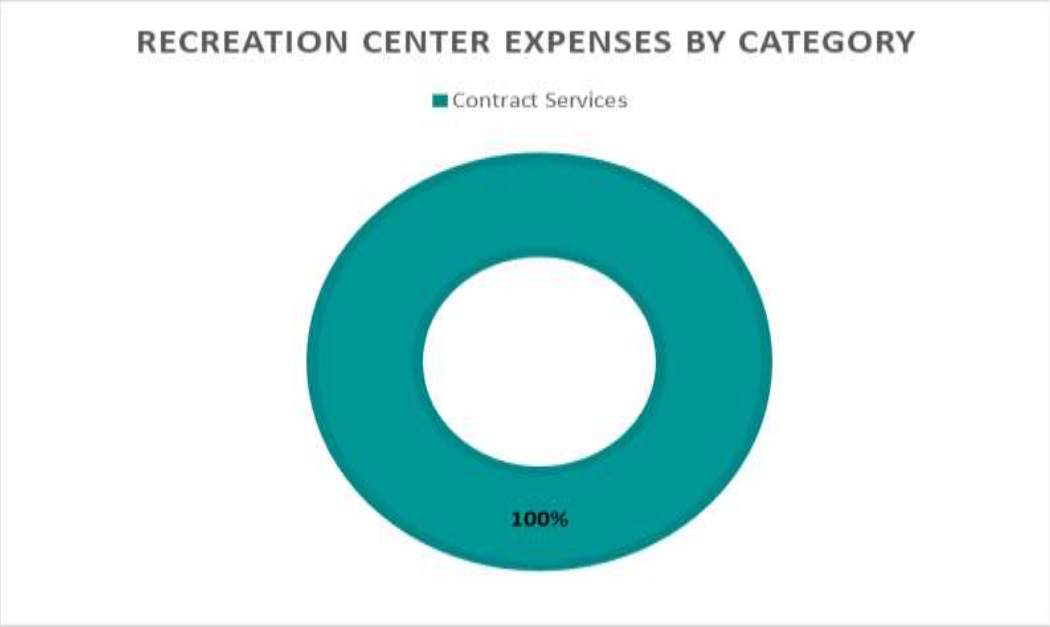
Recreation Center Fund

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								$ 500,000
Ending Fund Balance								$ -

Recreation Center Fund Review





Town of Johnstown

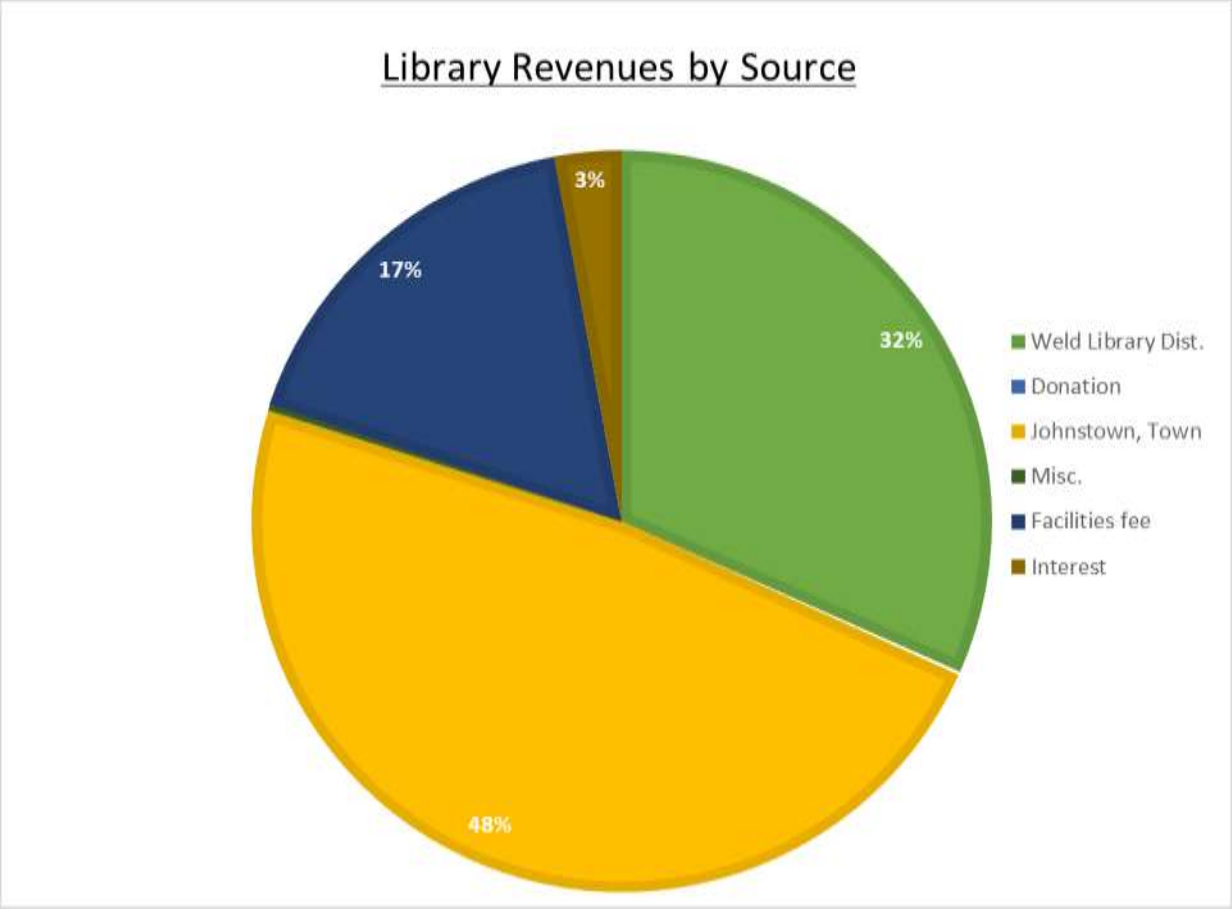
Library Fund

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	677,000	777,000	355,000	12,000	1,821,000	-	-	1,821,000
Totals	$ 677,000	$ 777,000	$ 355,000	$ 12,000	$ 1,821,000	$ -	$ -	$ 1,821,000

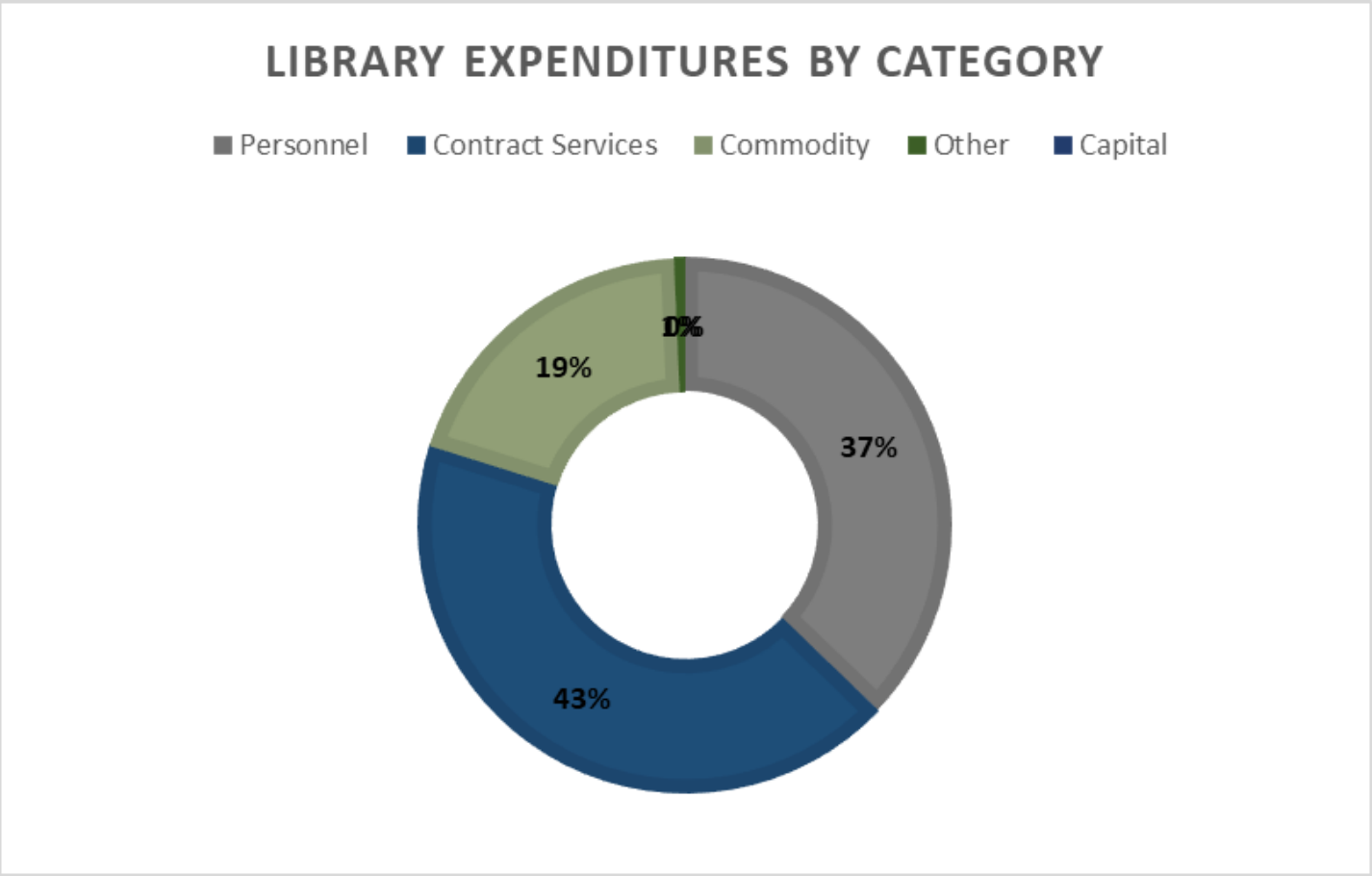
Total Cash Available	$ 10,743,484
Ending Fund Balance	$ 8,922,484

Library Fund Revenues



Library		
Source	**Amount**	**% of Total**
Weld Library Dist.	819,186	32%
Donation	3,500	0%
Johnstown, Town	1,243,246	48%
Misc.	7,500	0%
Facilities fee	439,410	17%
Interest	75,000	3%

Library Fund Expenditures - $1,821,000



Enterprise Funds

Town of Johnstown

Water Fund

Water Fund - Budget Highlights

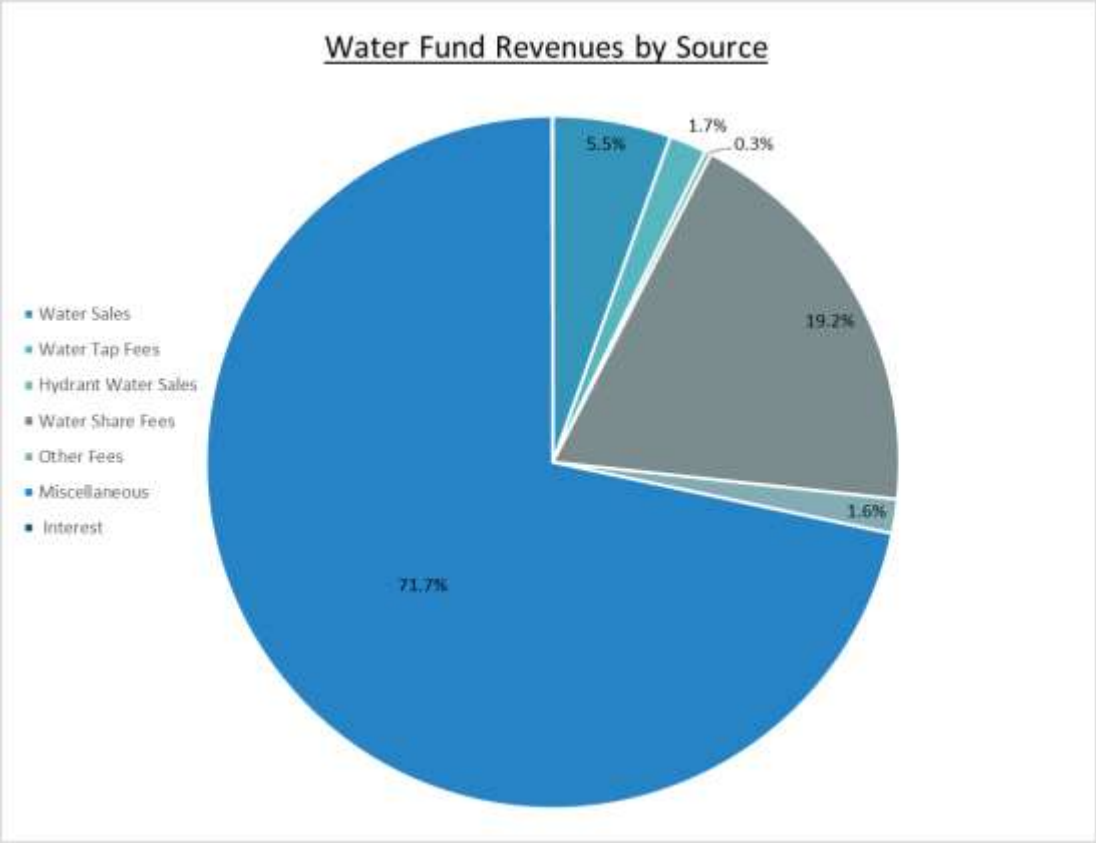
- Complete south water tower
- Distribution line construction
- Water plant expansion
- Easement acquisition for raw water improvements
- Town Lake generator
- Charlotte St. water

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	632,000	1,183,750	1,599,100	1,228,650	4,643,500	34,511,280	-	39,154,780
WF C&D	473,300	157,000	295,000	1,850	927,150	2,506,000		3,433,150
Totals	$ 1,105,300	$ 1,340,750	$ 1,894,100	$ 1,230,500	$ 5,570,650	$ 37,017,280	$ -	$ 42,587,930
Total Cash Available								$ 88,835,043
Ending Fund Balance								$ 46,247,113

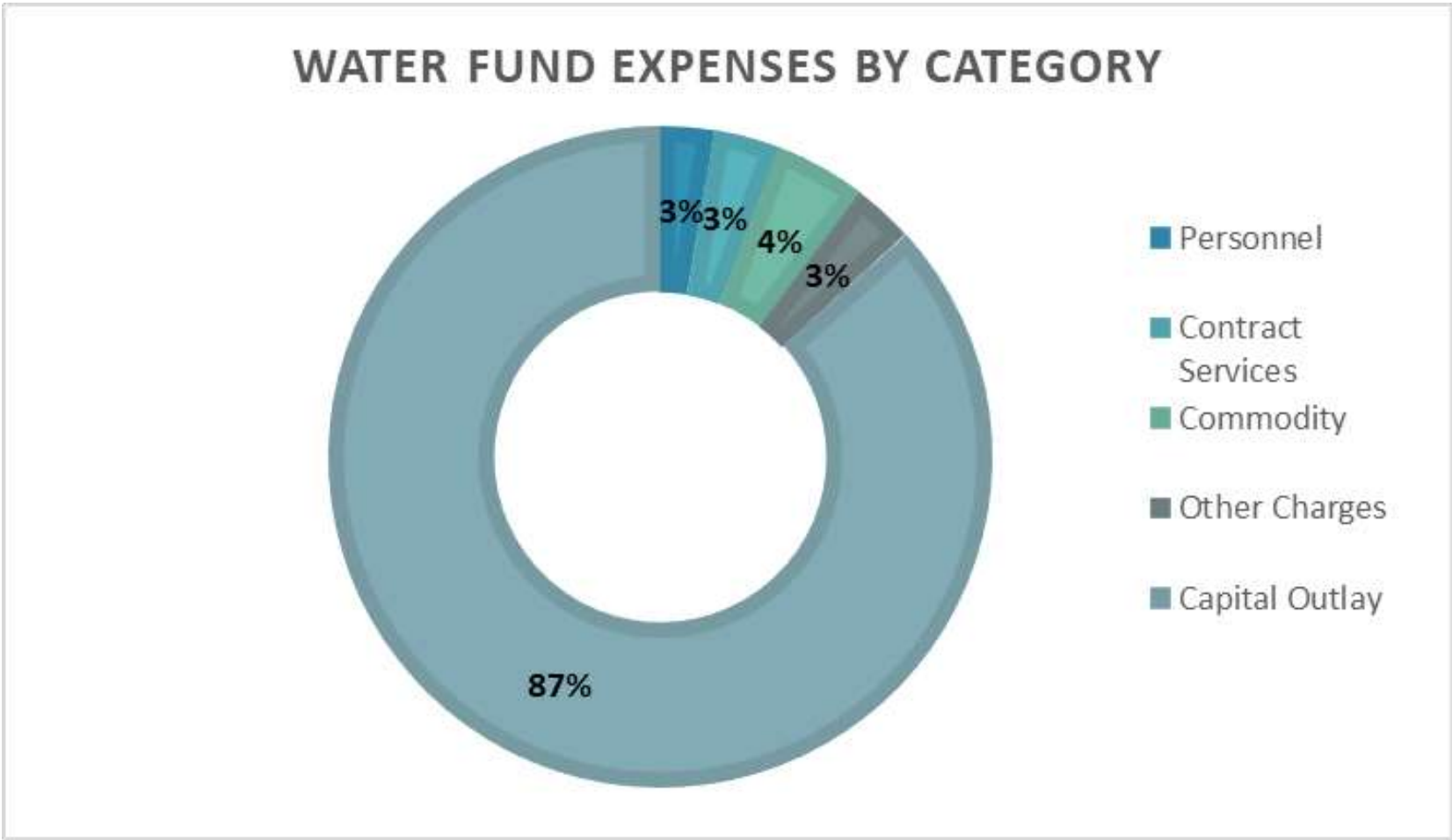
- Cost of bond issuance increased the expenses by $600,000
- The total cash available and ending fund balance both increased by $26 million

Water Fund Revenues



Water Fund		
Source	**Amount**	**% of Total**
Water Sales	4,320,000	5.5%
Water Tap Fees	1,357,605	1.7%
Hydrant Water Sales	235,000	0.3%
Water Share Fees	15,000,000	19.2%
Other Fees	1,249,445	1.6%
Miscellaneous	56,125,000	71.7%
Interest	20,000	0.0%

Water Fund Expenditures - $42,587,930



Town of Johnstown

Sewer Fund

Sewer Fund - Budget Highlights

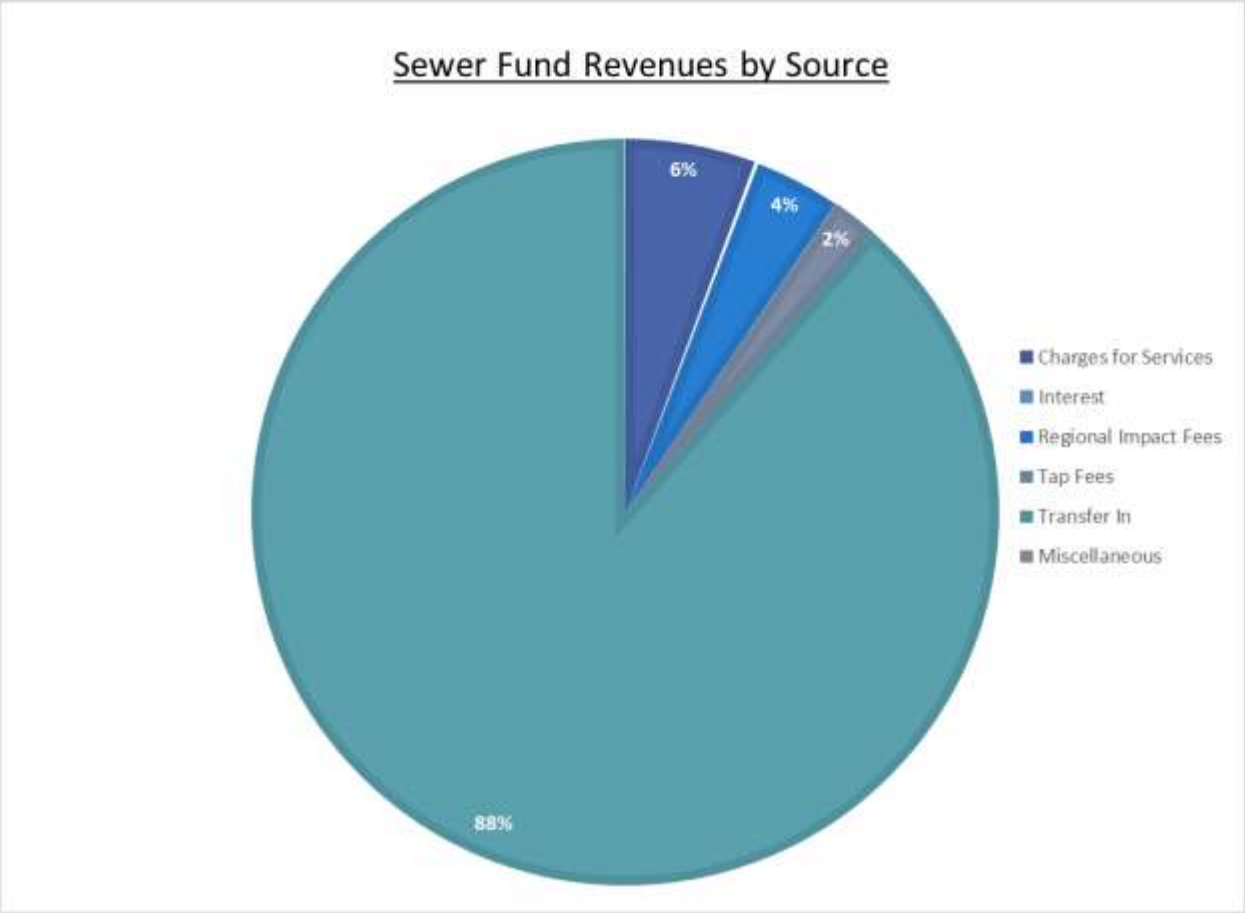
- Low Point Wastewater Treatment Plant construction
- Central Interceptor Phases I – III construction
- Charlotte St. sewer

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	530,450	950,900	271,860	1,256,350	3,009,560	57,315,000	2,764,000	63,088,560
SF C&D	186,800	264,000	53,500	1,850	506,150	21,066,000	-	21,572,150
Totals	$ 717,250	$ 1,214,900	$ 325,360	$ 1,258,200	$ 3,515,710	$ 78,381,000	$ 2,764,000	$ 84,660,710

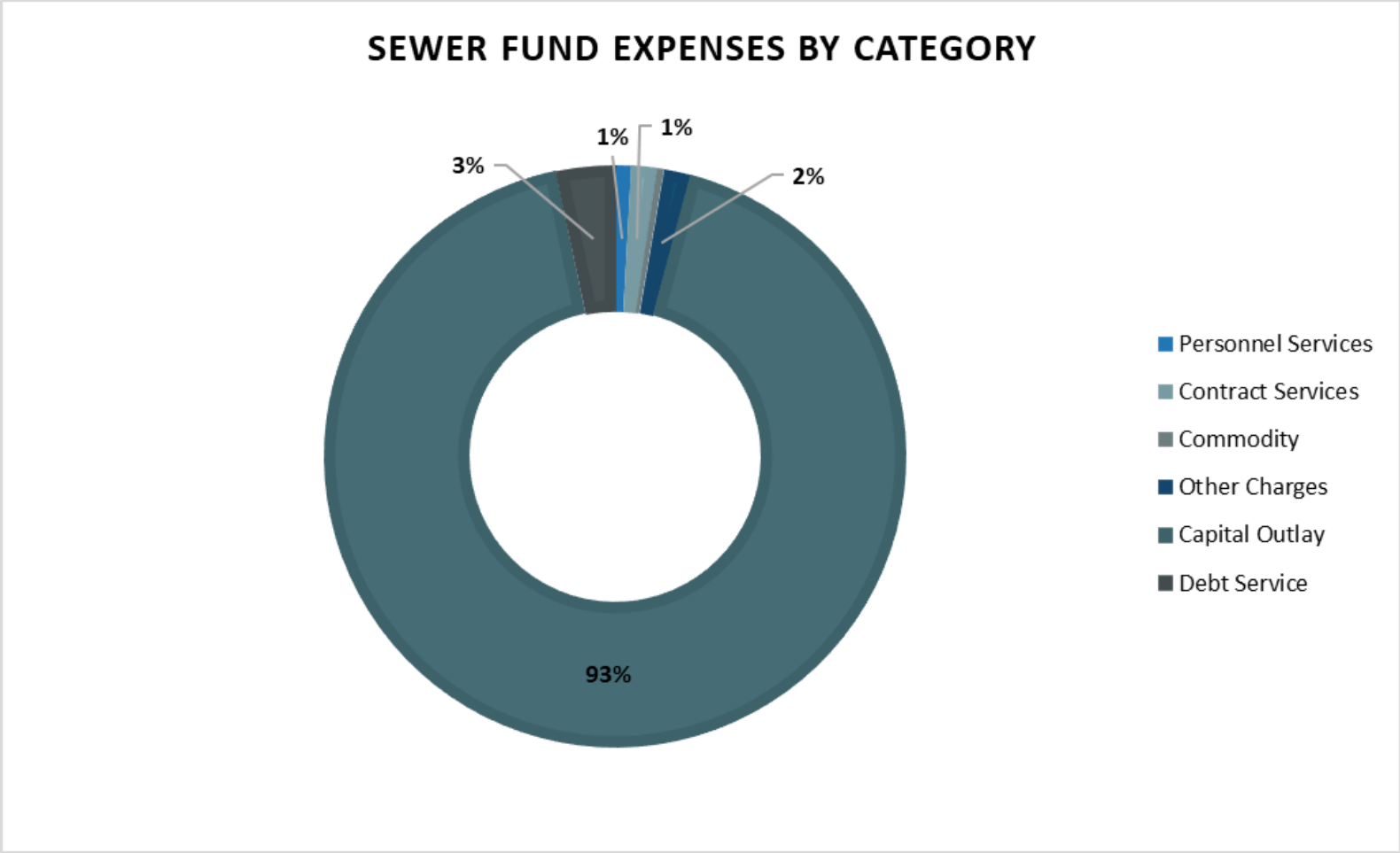
Total Cash Available	$ 86,548,502
Ending Fund Balance	$ 1,887,792

Sewer Fund Revenues



Sewer Fund		
Source	**Amount**	**% of Total**
Charges for Services	3,181,500	6%
Interest	100,000	0%
Regional Impact Fees	2,105,000	4%
Tap Fees	1,113,560	2%
Transfer In	50,000,000	88%
Miscellaneous	18,900	0%

Sewer Fund Expenditures - $84,660,710



Town of Johnstown

Drainage Fund

Drainage Fund - Budget Highlights

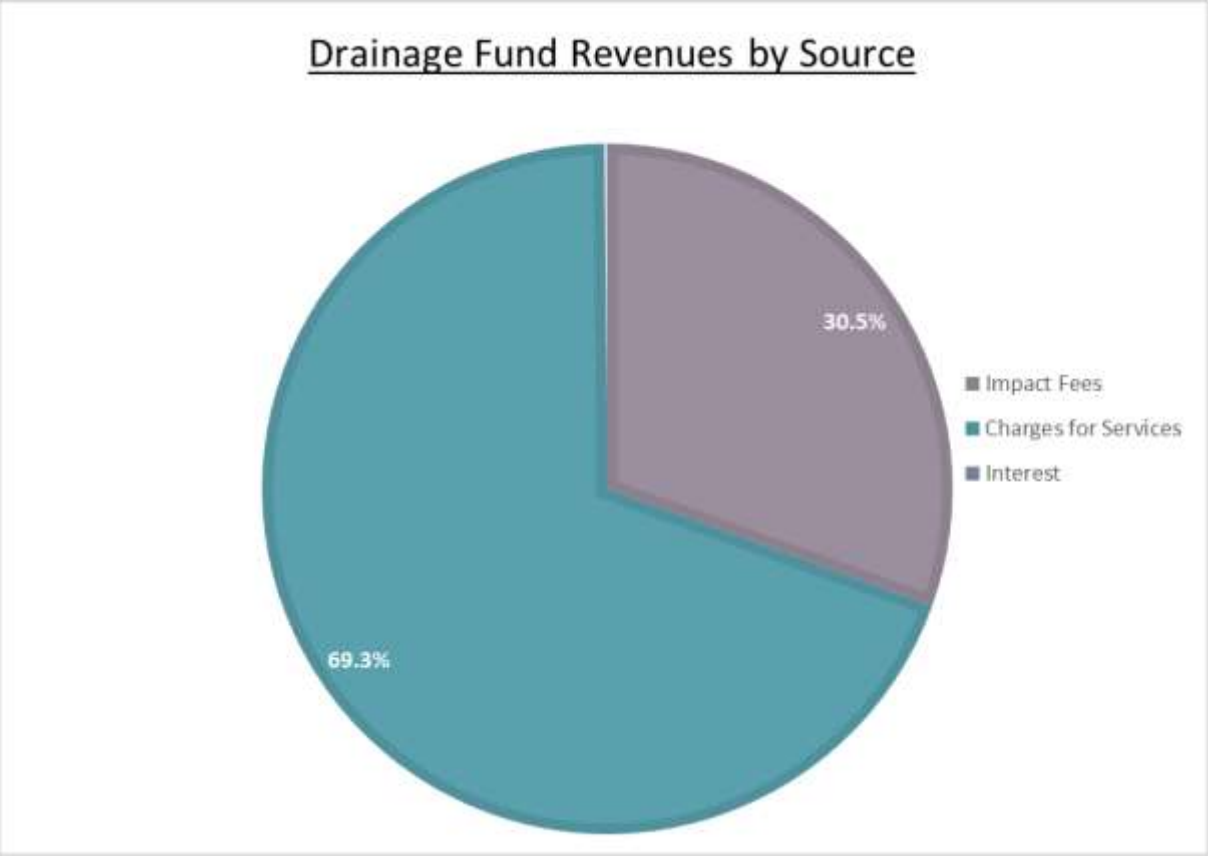
- Charlotte drainage improvements
- MS4 permit plans and standards

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	261,460	134,090	20,875	227,000	643,425	-	-	643,425
Totals	$ 261,460	$ 134,090	$ 20,875	$ 227,000	$ 643,425	$ -	$ -	$ 643,425

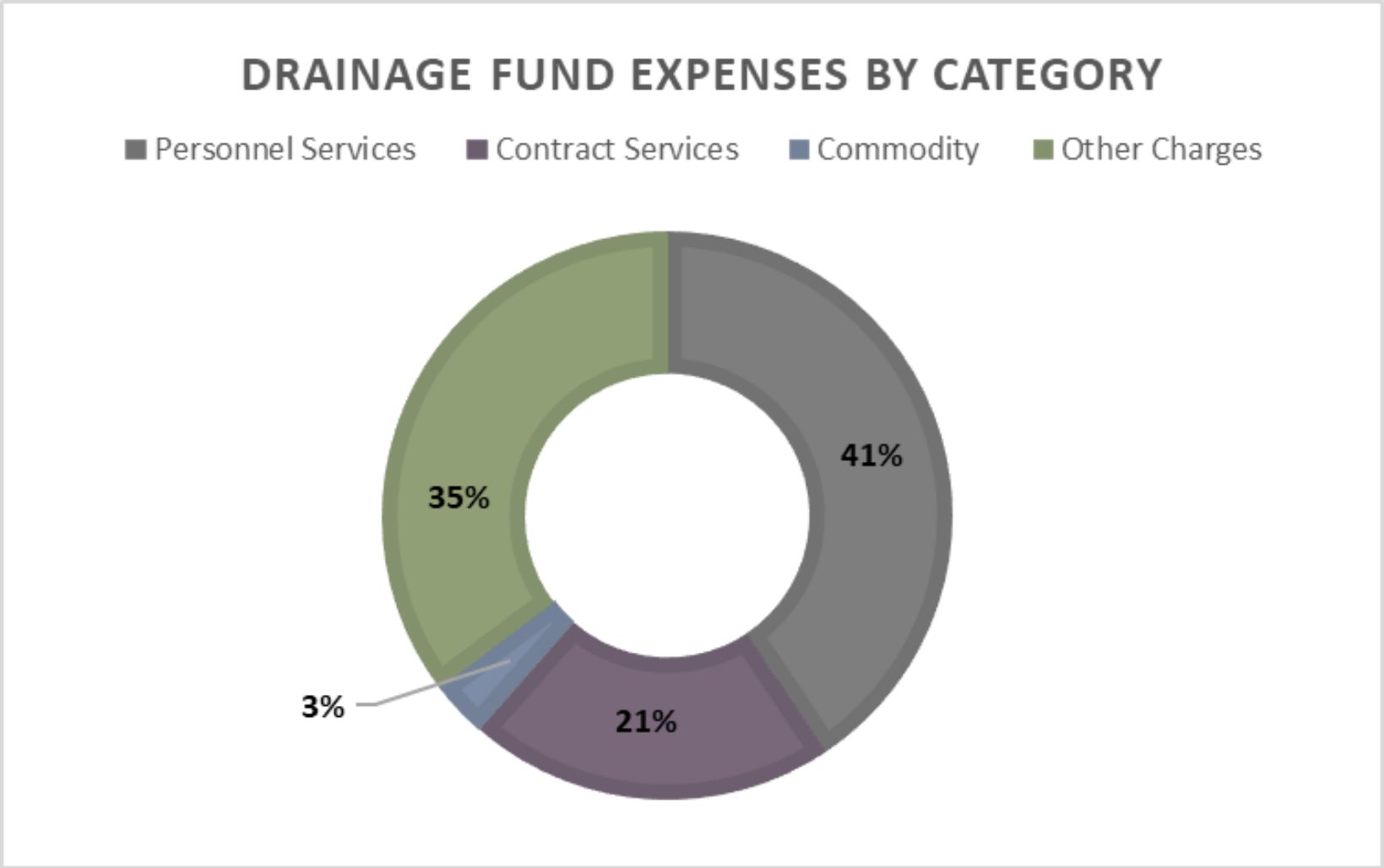
Total Cash Available	$ 4,094,098
Ending Fund Balance	$ 3,450,673

Drainage Fund Revenues



Drainage Fund		
Source	**Amount**	**% of Total**
Impact Fees	220,000	30.5%
Charges for Services	500,000	69.3%
Interest	1,000	0.1%

Drainage Fund Expenditures - $643,425



Fiduciary Funds

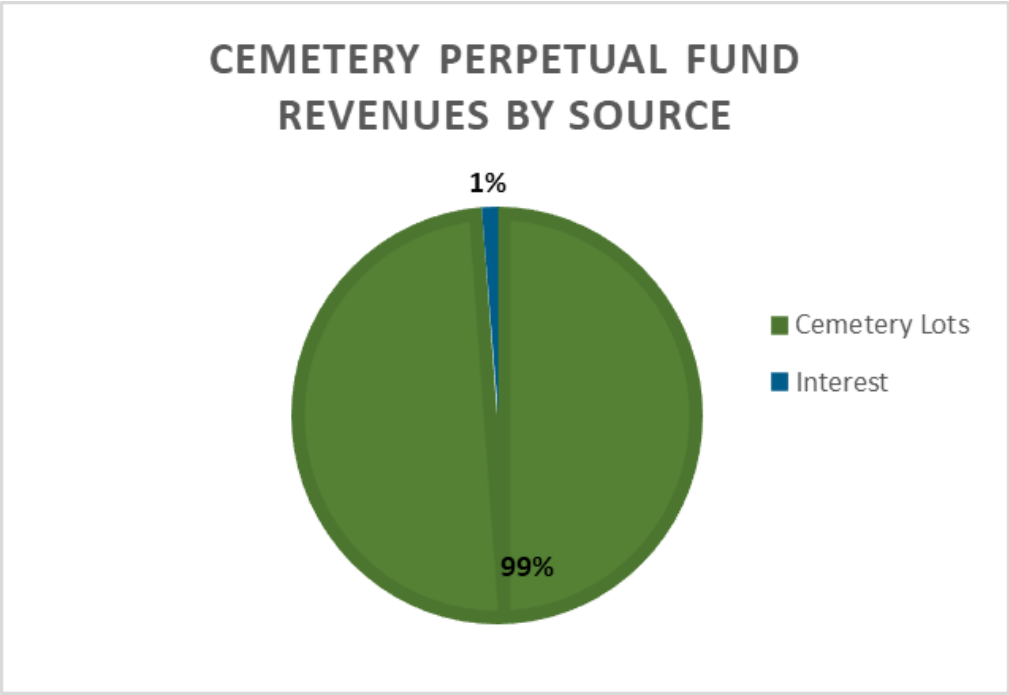
Town of Johnstown

Cemetery Perpetual Fund

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								$ 179,676
Ending Fund Balance								$ 179,676

Cemetery Perpetual Fund Review



CEMETERY PERPETUAL FUND EXPENDITURES

No budgeted expenditures

Questions?

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Subdivision Development and Improvement Agreement with CaliberCos. Inc., for the North Ridge Subdivision

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement with CaliberCos. Inc., for the North Ridge Subdivision

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

CaliberCos., Inc., has requested Preliminary/Final Subdivision Plat for North Ridge Filing Subdivision, encompassing approximately 60 acres located on the northeast corner of the I-25 and Freedom Parkway (Larimer County Road 18) intersection.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans.

Exhibit B-3 details additional substantive obligation of the Developer, which includes:

- provision of off-site sanitary sewer needed to serve the southern portion of the property; and
- a date for completion of Frontage Road improvements

LEGAL ADVICE:

The agreement was prepared by the Town Attorney and follows the Town's typical agreement template.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement with CaliberCos. Inc., for the North Ridge Subdivision

---

SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement with CaliberCos. Inc., for the North Ridge Subdivision.

For Denial
I move to deny the Subdivision Development and Improvement Agreement with CaliberCos. Inc., for the North Ridge Subdivision.

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(North Ridge Subdivision)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into between and among the **Town of Johnstown, Colorado**, a Colorado home rule municipal corporation (the "Town") and **CaliberCos, Inc.**, a Delaware corporation ("Developer") and **The Villages at Johnstown, Metropolitan District No 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Larimer, 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 North Ridge Subdivision ("Development"); and

WHEREAS, the Town and Developer recognize and agree that Developer owns additional real property near or adjacent to the Property referenced herein and that the Developer intends to develop such real property in phases of the overall development of the North Ridge development, which subsequent phases shall be subject to separate subdivision development and improvement agreements; and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference ("Final Plat"); and

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2022-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference ("Resolution"); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain Subdivision Improvements (defined below) to the Property, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **"Approved Plans"** shall mean: (1) with respect to the Public Improvements, the approved "Civil Engineering Construction Plans" related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved "the Development Plan" related to the Development and on file with Town.

1.2 **"Civil Engineering Construction Plans"** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.3 **"Code"** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.5 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

1.6 **"Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.7 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.8 **"Maintenance Guarantee"** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.9 "**Notice of Construction Acceptance**" shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.10 "**Notice of Final Acceptance**" or "**Final Acceptance**" shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.11 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.12 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.13 **"Performance Guarantee"** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.14 **"Subdivision Improvements"** shall mean the Public Improvements and Private Improvements.

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

1.16 **"Town Manager"** shall include the Town Manager and such person's authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction

administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the "Civil Engineering Construction Plans").

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements**. Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement

or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 ***Construction of Public Improvements***

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 600-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Public Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 ***Inspection***: At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 ***Completion of Construction:*** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 ***Performance Guarantee***: To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 ***Pre-Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 ***Inspection***: At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by homeowners.

3.5 ***Replacement of Private Improvements:*** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 ***Easements:*** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Notice of Construction Acceptance***: Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished

labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement***: Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 ***Final Acceptance***: Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

5.6 ***Homeowners Association or Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners' association for the Development or shall delegate covenant enforcement and design review services to the District. If a homeowners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association.

5.7 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the homeowner's association or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, the District or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The District shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, Developer shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure, including the Town's right to invoice the District for repairs not completed by the District which will include the Town's actual cost and an administrative fee. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Larimer 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 Thompson School District R2-J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) a Water and Sewer Service Agreement has been executed for the portion of the Property subject to the building permit; (7) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may, withhold the issuance of building permits after Notice to Developer pursuant to Paragraph 11.1, below.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not

remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 ***Indemnification***: Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 ***Drainage Liability***: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 ***Tax Liability***: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

10.5 ***Use Tax***: Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

10.5 ***Cost Reimbursement to Town***: Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. 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. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 ***No Waiver***: Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 ***Severability***: If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 ***Recording of Agreement***: This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 ***Binding Effect***: Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

13.6 ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO CALIBER:	CaliberCos, Inc. Attention: ROY BADE Copy: COURTNEY CRUMP 8901 E. Mountain View Rd, Ste 150 Scottsdale, AZ 85258 Email: Roy.Bade@caliberco.com Email: Courtney.Crump@caliberco.com
COPY TO:	Hunter & Goodhue, PLLC Attention: Mark F. Hunter 4845 Pearl East Circle, Suite 101 Boulder, CO 80301 Email: mark@huntgoodlaw.com
TO TOWN:	TOWN OF JOHNSTOWN Attention: TOWN MANAGER 450 So. Parish P. O. Box 609 Johnstown, CO 80534 Email: mlecerf@townofjohnstown.com
COPY TO:	Avi S. Rocklin, Esq. Law Office of Avi S. Rocklin, LLC 1437 N. Denver Avenue, No. 330 Loveland, CO 80538 Email: avi@rocklinlaw.com

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, 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.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

13.10 ***Warranty of Developer:*** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.11 ***Governing Law and Venue***. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.

Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Larimer, State of 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, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

13.16 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 20____.

(SIGNATURES ON FOLLOWING PAGES)

RIDGE II HOLDCO, LLC, a Delaware limited liability company

By: Ridge II ManageCo, LLC
a Delaware limited liability company
Its: Manager

By: Caliber Services, LLC
an Arizona limited liability company
Its: Manager

By: Caliber Companies, LLC
an Arizona limited liability company
Its: Managing Member

By: CaliberCos Inc.
a Delaware corporation
Its: Manager

By: _____
Name: John C. Loeffler II
Its: Chief Executive Officer

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 28 day of November, 2022, by John C. Loeffler II, as Chief Executive Officer of Calibercos, Inc.

WITNESS my hand and official seal.

My commission expires: Feb 3, 2026

CORRINA COMPTON
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 623211
Expires February 03, 2026

_____
Notary Public

Villages at Johnstown Metropolitan District No. 1

By: _____
Mark F. Hunter, President

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

SUBSCRIBED AND SWORN to before me this 22nd day of November 2022, by Mark F. Hunter, President, Villages at Johnstown Metropolitan District No. 1.

WITNESS my hand and official seal.

My commission expires: 05/01/2026

_____
Notary Public

ALEXANDRA B. SEDLAK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984012110
MY COMMISSION EXPIRES May 01, 2026

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By:_____
Hannah Hill, Town Clerk

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(North Ridge, Filing No. 1)

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Engineer's Opinion of Costs - Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A
LEGAL DESCRIPTION
(Property)

Parcel 1:

A portion of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows;
Considering the West line of said South Quarter as bearing North 00°20'30" East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto;
Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along the West Line of the Southeast Quarter Section 22, a distance of 2,627.22 feet to the North line of the Northwest Quarter of the Southeast Quarter of Section 22 Township 5 North, Range 68 West of the Sixth Principal Meridian; thence North 89°47'34" East, along said North line, a distance of 75.00 feet to a point on the West line of said parcel as described in Book 742 at Page 168, said point being the POINT OF BEGINNING; thence continuing North 89°47'34" East, along said North line, a distance of 1,245.21 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 00°18'28" East, along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 1,310.93 feet; thence South 89°45'05" West, along said South line of the Northwest Quarter of the Southeast Quarter of said Section 22 a distance of 884.81 feet to the Easterly right-of-way of Interstate Highway 25 Frontage Road, as contained in Reception No. 20180039395; thence along right-of-way North 42°26’48” West, 88.01 feet to a point on a tangent curve concave to the Northeast, having a central angle of 35°19’59” and a radius of 1,145.00 feet and the chord of which bears North 24°47’53” West a distance of 694.96 feet; thence along the arc of said curve 706.10 feet; thence North 22°48’11” West 51.45 feet to the East line of that parcel of land described in Book 742 at Page 168 of said Larimer County records; thence North 00°20'30" East, along said East line, and along the East line of said Parcel as described in Book 742 at Page 168, a distance of 567.00 feet to the POINT OF BEGINNING.

Parcel 2:

A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:
Considering the West line of said Southeast Quarter as bearing North 00°20’30” East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto; Commencing at the South Quarter Corner of said Section 22; thence North 00°20’30” East, along the West Line of the Southeast Quarter Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45’05” East, 449.05 feet to the POINT OF BEGINNING; thence continuing along said North line North 89°45’05” East, 884.81 feet to the East line of the Southwest Quarter of the Southeast Quarter; thence along said East line; South 00°04’42” East, 1,205.63 feet to the

Easterly Colorado State Highway 402; thence along said Right-of-Way North 28°09’47” West, 104.15 feet to a point on a curve concave to the Southwest having a central angle of 40°47’24”, a radius of 589.00 feet and chord of which bears North 23°51’05” West, 410.52 feet; thence along the arc of said curve 419.32 feet; thence North 42°25’32” West, 995.05 feet to the Point of Beginning.

Parcel 3:

A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:
Considering the West line of said Southeast Quarter as bearing North 00°20’30” East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto; Commencing at the South Quarter Corner of said Section 22; thence North 00°20’30” East, along said West Line of the Southeast Quarter of Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45’05” East, 166.97 feet to a point on the State Highway Right-of-Way point also being the POINT OF BEGINNING of Parcel B; thence continuing along the Right-of-Way the following ten courses, South 02°40’46” East, 221.97 feet; thence South 10°51’06” East, 200.00 feet; thence South 23°03’56” East, 792.37 feet; thence South 64°19’33” East, 119.42 feet; thence South 82°15’14” East, 305.42 feet; thence North 89°45’35” East, 123.74 feet; thence North 43°46’23” East, 152.40 feet; thence North 34°23’15” East 20.41 feet to a point on a curve concave to the Southwest having a central of 40°28’02” a radius of 479.00 feet and the chord of which bears North 24°00’46” West, 331.32 feet; thence along the arc of said curve 338.31 feet; thence tangent from said curve North 42°25’48” West, 1084.77 feet to a point on a curve concave to the Northeast having a central angle of 00°36’52” a radius of 1,251.38 feet and the chord of which bears North 42°14’10” West, 13.42 feet; thence along the arc of said curve 13.42 feet; thence departing said Right-of-Way and along said line South 89°45’05” West 133.69 feet to the Point of Beginning.
Said parcel contains 2,605,773 Square Feet or 59.820 Acres more or less by this survey.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

NORTH RIDGE SUBDIVISION

Being a Subdivision of Multiple Parcels

Situate in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M.

Town of Johnstown, County of Larimer, State of Colorado

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned being all the owners and lienholders of the following described property to wit:

Parcel 1:
A portion of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows;

Considering the West line of said South Quarter as bearing North 00°20'30" East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto;
Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along the West Line of the Southeast Quarter Section 22, a distance of 2,627.22 feet to the North line of the Northwest Quarter of the Southeast Quarter of Section 22 Township 5 North, Range 68 West of the Sixth Principal Meridian; thence North 89°47'34" East, along said North line, a distance of 75.00 feet to a point on the West line of said parcel as described in Book 742 at Page 168, said point being the POINT OF BEGINNING; thence continuing North 89°47'34" East, along said North line, a distance of 1,245.21 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 00°18'28" East, along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 1,310.93 feet; thence South 89°45'05" West, along said South line of the Northwest Quarter of the Southeast Quarter of said Section 22 a distance of 884.81 feet to the Easterly right-of-way of Interstate Highway 25 Frontage Road, as contained in Reception No. 20180039395; thence along right-of-way
North 42°26'48" West, 88.01 feet to a point on a tangent curve concave to the Northeast, having a central angle of 35°19'59" and a radius of 1,145.00 feet and the chord of which bears North 24°47'53" West a distance of 694.96 feet; thence along the arc of said curve 706.10 feet; thence North 22°48'11" West 51.45 feet to the East line of that parcel of land described in Book 742 at Page 168 of said Larimer County records; thence North 00°20'30" East, along said East line, and along the East line of said Parcel as described in Book 742 at Page 168, a distance of 567.00 feet to the POINT OF BEGINNING.

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Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along the West Line of the Southeast Quarter Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45'05" East, 440.05 feet to the POINT OF BEGINNING; thence continuing along said North line North 89°45'05" East, 884.81 feet to the East line of the Southwest Quarter of the Southeast Quarter; thence along said East line; South 00°04'42" East, 1,205.63 feet to the Easterly Colorado State Highway 402; thence along said Right-of-Way North 28°09'47" West, 104.15 feet to a point on a curve concave to the Southwest having a central angle of 40°47'34", a radius of 589.00 feet and chord of which bears North 23°34'03" West, 410.32 feet; thence along the arc of said curve 419.32 feet; thence North 42°25'32" West, 995.05 feet to the Point of Beginning.

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A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:

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Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along said West Line of the Southeast Quarter of Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45'05" East, 166.97 feet to a point on the State Highway Right-of-Way point also being the POINT OF BEGINNING of Parcel B; thence continuing along the Right-of-Way the following tag
courses, South 02°40'46" East, 221.97 feet; thence South 10°51'06" East, 200.00 feet; thence
South 23°03'56" East, 792.37 feet; thence South 64°19'33" East, 119.42 feet; thence South 82°15'14" East, 305.42 feet; thence North 89°45'35" East, 123.24 feet; thence North 43°46'23" East, 152.60 feet; thence North 34°23'15" East 20.41 feet to a point on a curve concave to the Southwest having a central of 40°28'02" a radius of 439.00 feet and the chord of which bears North 24°04'46" West, 331.32 feet; thence along the arc of said curve 338.31 feet; thence tangent from said curve North 42°25'48" West, 1084.77 feet to a point on a curve concave to the Northeast having a central angle of 00°36'52" a radius of 1,251.36 feet and the chord of which bears North 42°14'10" West, 13.42 feet; thence along the arc of said curve 13.42 feet; thence departing said Right-of-Way and along said line South 89°45'05" West 133.69 feet to the Point of Beginning.

Said parcel contains 2,605,773 Square Feet or 59.820 Acres more or less by this survey.

do hereby cause said land to be laid out and platted under the name of NORTH RIDGE SUBDIVISION, and do hereby dedicate to the public forever all public rights of way, easements and other places designated or described for public uses. All conditions, terms and specifications designated or described herein shall be binding on the owners, their heirs, successors and assigns.

Owners:

_____
NAME

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____ this ____ day of _____, 20___.
Witness my Hand and Official Seal.
My commission expires: _____.

LIENHOLDERS

By:_____ As:_____

Witness my hand and seal this _____ day of _____, 20 ___.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
ss
COUNTY OF LARIMER)
The foregoing instrument was acknowledged before me by _____ as _____ this ____ day of _____, 20___.
Witness my Hand and Official Seal.
My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks, certify that this plat accurately represents the results of a survey made by me or under my responsible charge.

DRAFT

_____
Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

TOWN COUNCIL

This plat, to be known as NORTH RIDGE 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 ___.

_____ Attest:_____
Mayor Town Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the North line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., monumented as shown on this plat, as bearing North 89°31'03" East, a distance of 1320.19 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number 4594-2063026-249-LKT6, Amendment No. 1, dated May 26, 2021, as prepared by Heritage Title Company to delineate the aforesaid information.
This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

FLOOD PLAIN NOTE

The subject property is in flood zone 'X', "areas determined to be outside the 0.2% annual chance of floodplain" per FEMA flood map 08069C1213F effective December 19, 2006.

MAINTENANCE NOTE: Maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property Owner shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the development agreement. Should the Owner fail to adequately maintain said facilities, the Town of Johnstown shall have the right to enter said land for the purposes of operations and maintenance. All such maintenance costs incurred by the Town will be assessed to the property Owner.

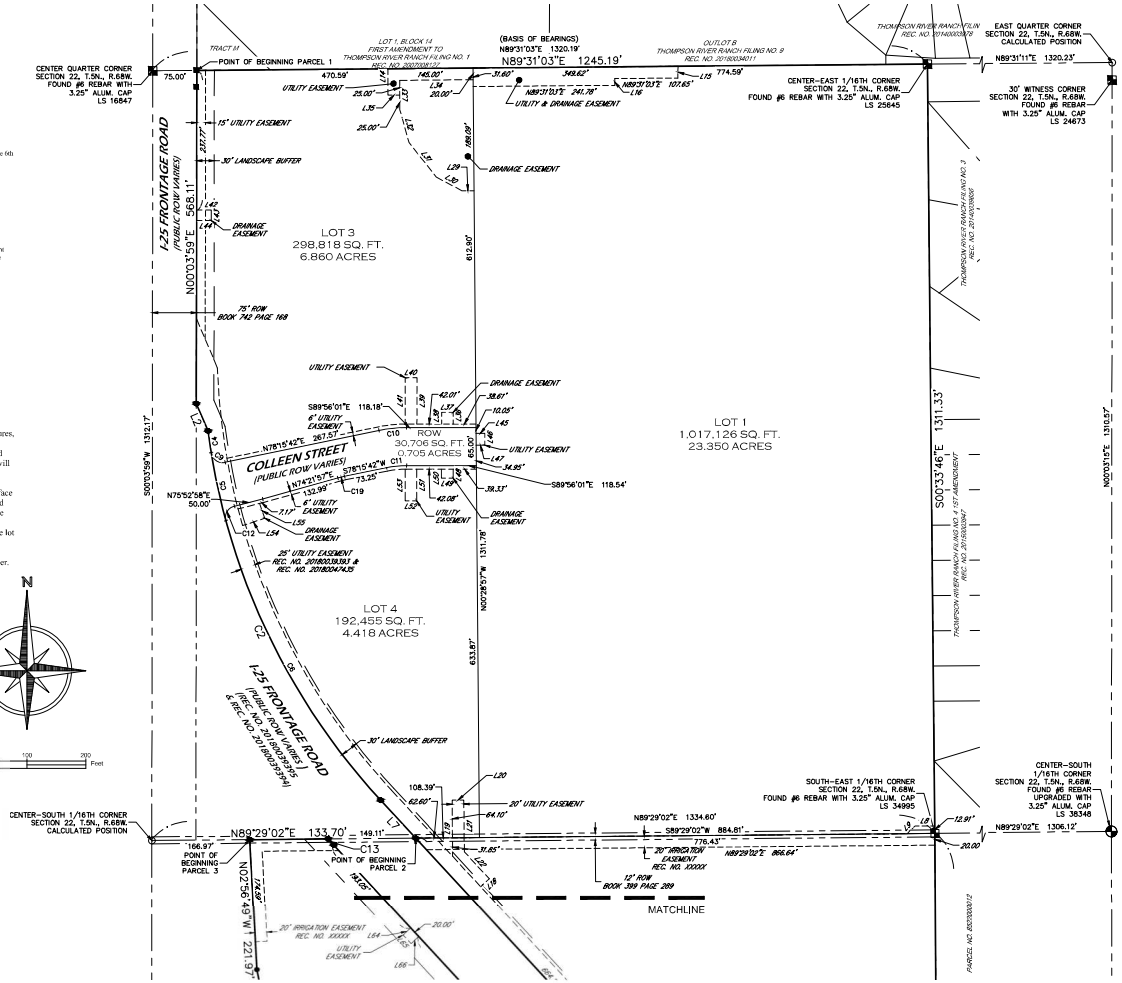
GENERAL OVERLOT DRAINAGE NOTE: Lots and Tracts as platted may be required to convey surface drainage from other lots and tracts in this filing, in accordance with Town of Johnstown requirements and the approved drainage plan for this filing. No alterations to the grading of the lots and tracts may be made that would disrupt the approved drainage plan, without prior approval from the Town of Johnstown. All natural and improved drainage ways or drainage systems in said lots and tracts shall be maintained by the lot or tract owner. Should the owner fail to adequately maintain said facilities, the Town of Johnstown 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 incurred by the Town will be assessed to the property owner.

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTERLINE
- ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- CALCULATED POSITION
- SET 24" OF #4 REBAR WITH RED PLASTIC CAP LS 38348

N

0 100 200 Feet



VICINITY MAP
SCALE: 1" = 2000'

LAND USE TABLE

LOTS	37.070 ACRES	62%
TRACTS	21.951 ACRES	37%
ROW	0.799 ACRES	1%
TOTAL	59.820 ACRES	100%

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. (13-80-105 C.R.S. 2012)

MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJECT NO: 2020124	PROJECT NAME: NORTH RIDGE	REVISIONS:	DATE:	1
DATE: 6-11-2021	CLIENT: J.U.B.	REDLINES	11-9-21	
		REDLINES	11-16-21	
DRAWN BY: SIP	FILE NAME: 2020124SUB	REDLINES	3-9-22	
		REDLINES	5-24-22	
CHECKED BY: SIP	SCALE: 1" = 100'	REDLINES	9-1-22	SHEET 1 OF 2

NORTH RIDGE SUBDIVISION

Being a Subdivision of Multiple Parcels

Situate in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M.

Town of Johnstown, County of Larimer, State of Colorado

LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTERLINE
- ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT MONUMENT AS DESCRIBED
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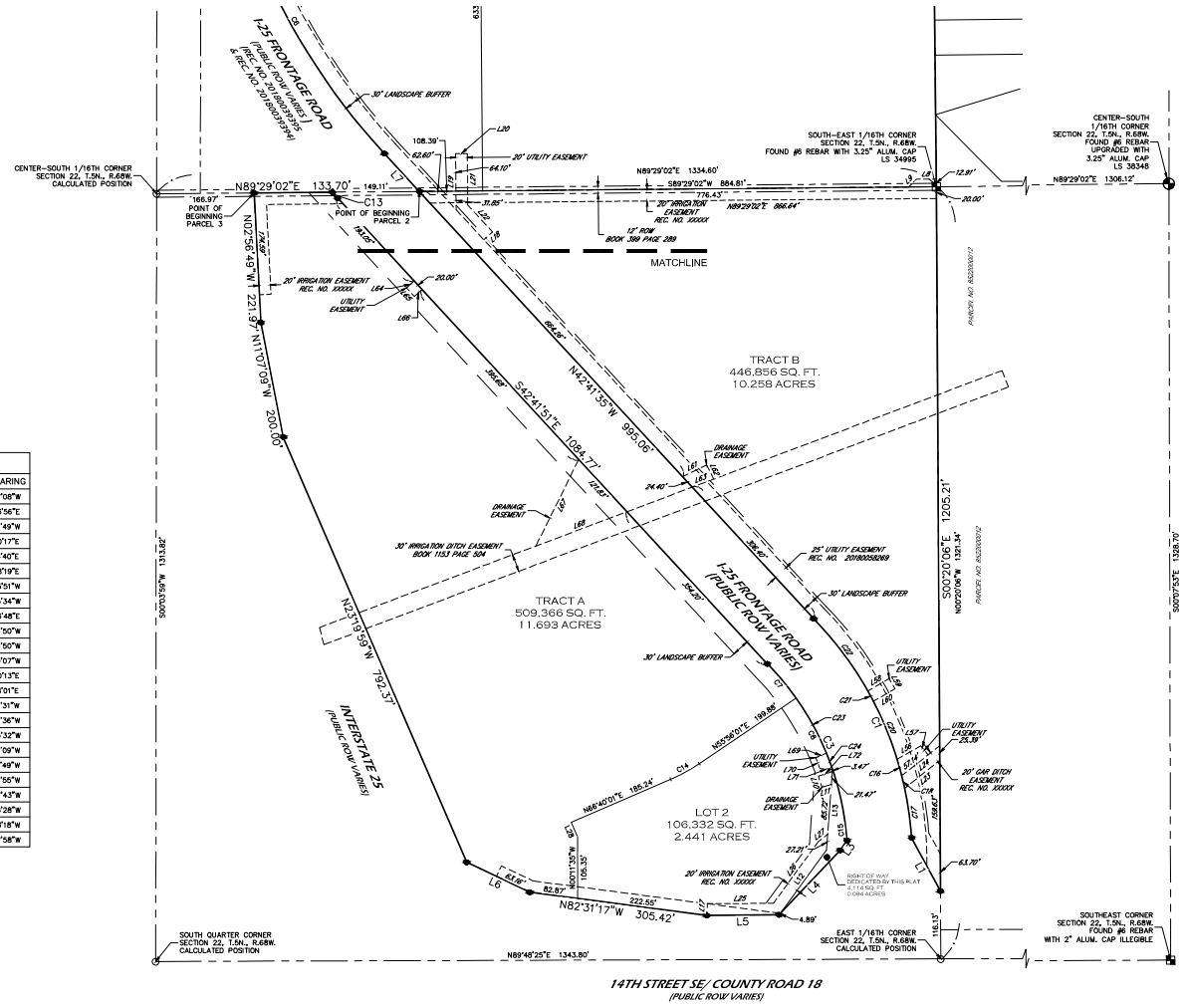
- SET 24" OF #4 REBAR WITH RED PLASTIC CAP LS 38348



LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°25'50"W	103.67'
L2	N23°04'14"W	50.49'
L3	N34°07'12"E	20.41'
L4	N43°30'20"E	152.40'
L5	N89°29'32"E	123.74'
L6	S64°35'36"E	119.42'
L7	N42°42'51"W	88.01'
L8	N89°51'08"E	34.07'
L9	N44°51'08"E	18.69'
L10	N16°59'01"W	20.00'
L11	S73°00'59"W	17.39'
L12	S36°09'14"W	134.12'
L13	S04°19'20"W	137.87'
L14	N00°28'55"W	45.00'
L15	N00°03'59"E	20.00'
L16	N00°28'57"W	11.60'
L17	N03°29'08"E	20.05'
L18	N47°06'46"E	20.00'
L19	N00°30'58"W	95.94'
L20	N89°29'02"E	20.00'
L21	S00°30'58"E	88.23'
L22	S42°41'08"E	62.52'
L23	N51°38'03"E	76.28'
L24	N51°38'03"E	82.50'
L25	N89°29'32"E	113.07'

LINE TABLE		
LINE	BEARING	LENGTH
L26	N36°04'32"E	129.76'
L27	N51°38'03"E	21.18'
L28	N23°19'59"W	27.50'
L29	N90°00'00"W	20.35'
L30	N62°06'46"W	49.60'
L31	N38°16'24"W	75.00'
L32	N15°30'37"W	58.06'
L33	N00°28'55"W	50.00'
L34	N89°31'05"E	125.00'
L35	S89°31'05"W	20.00'
L36	S00°03'07"W	19.81'
L37	S89°56'53"E	20.02'
L38	N00°00'00"E	19.81'
L39	S00°03'59"W	78.82'
L40	S89°56'01"E	20.00'
L41	N00°03'59"E	78.83'
L42	N89°56'01"W	25.00'
L43	N00°03'59"E	18.22'
L44	S89°56'01"E	25.00'
L45	N89°47'31"E	14.95'
L46	S00°28'57"E	20.00'
L47	S89°47'31"W	15.00'
L48	S00°03'07"W	15.19'
L49	N89°56'53"W	20.00'
L50	N00°00'00"E	15.19'

LINE TABLE		
LINE	BEARING	LENGTH
L51	N00°00'00"E	54.18'
L52	S89°56'01"E	20.00'
L53	S00°03'59"W	54.16'
L54	N71°31'53"E	39.64'
L55	N18°28'07"W	26.62'
L56	N60°06'24"E	46.40'
L57	S38°21'57"E	20.00'
L58	S59°52'52"W	42.15'
L59	N30°07'08"W	20.00'
L60	N59°52'52"E	42.72'
L61	N63°55'46"E	46.08'
L62	S26°04'15"E	27.11'
L63	N69°22'33"E	39.28'
L64	N47°06'46"E	17.72'
L65	N42°53'15"W	20.00'
L66	S47°06'46"W	17.65'
L67	S26°18'21"W	165.33'
L68	N69°22'33"E	166.56'
L69	S68°46'04"W	20.00'
L70	S21°13'56"E	20.00'
L71	S84°16'01"E	22.09'
L72	N73°00'59"E	25.19'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	419.32'	589.00'	40°47'23"	410.52'	N24°07'08"W
C2	706.10'	1145.00'	35°19'59"	694.96'	S25°03'56"E
C3	338.31'	479.00'	40°28'01"	331.32'	N24°16'49"W
C4	37.53'	1145.00'	1°52'41"	37.53'	S08°20'17"E
C5	118.61'	1145.00'	5°56'07"	118.56'	S12°14'40"E
C6	549.96'	1145.00'	27°31'11"	544.69'	S28°58'19"E
C7	76.62'	479.00'	9°09'55"	76.54'	N39°55'51"W
C8	138.04'	479.00'	16°30'41"	137.56'	N27°05'34"W
C9	32.43'	20.00'	92°54'01"	28.99'	S55°43'48"E
C10	47.39'	230.00'	11°48'17"	47.30'	S84°09'50"W
C11	34.51'	167.50'	11°48'17"	34.45'	S84°09'50"W
C12	31.80'	20.00'	91°05'42"	28.55'	S30°20'07"W
C13	13.42'	1251.38'	0°36'52"	13.42'	S42°30'13"E
C14	56.20'	300.00'	10°44'01"	56.12'	N61°18'01"E
C15	123.65'	479.00'	14°47'25"	123.31'	N11°26'31"W
C16	29.10'	589.00'	2°49'51"	29.10'	N15°37'36"W
C17	85.70'	589.00'	8°20'11"	85.62'	N07°53'32"W
C18	22.11'	589.00'	2°09'03"	22.11'	N13°08'09"W
C19	11.39'	167.50'	3°53'45"	11.39'	S76°16'49"W
C20	107.39'	589.00'	10°26'48"	107.24'	N22°15'55"W
C21	20.01'	589.00'	1°56'47"	20.01'	N28°27'43"W
C22	155.01'	589.00'	15°04'43"	154.56'	N36°58'28"W
C23	108.01'	479.00'	12°55'12"	107.78'	N28°53'18"W
C24	30.02'	479.00'	3°35'29"	30.02'	N20°37'58"W

DRAFT

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

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. (13-80-105 C.R.S. 2012)

MAJESTIC SURVEYING
MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104, WINDSOR, CO 80550

PROJECT NO: 2020124	PROJECT NAME: NORTH RIDGE	REVISIONS:	DATE:	2
DATE: 6-11-2021	CLIENT: J.U.B.	REDLINES	11-9-21	
		REDLINES	11-16-21	
DRAWN BY: SIP	FILE NAME: 2020124SUB	REDLINES	3-9-22	
		REDLINES	5-24-22	
CHECKED BY: SIP	SCALE: 1" = 100'	REDLINES	9-1-22	SHEET 2 OF 2

EXHIBIT B-2

(RESOLUTION APPROVING PLAT)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. The Developer shall construct a wall around the exiting fiber optic utilities along the Interstate 25 Frontage Road to protect them in place ("Utility Wall"). The District shall be responsible for maintaining the Utility Wall and hereby agrees to perform such maintenance. As part of the Civil Engineering Construction Plans, the Developer shall provide approval for the construction of the Utility Wall from the fiber optic utility owners whose utilities will be enclosed by the Utility Wall and from the Colorado Department of Transportation.

2. The Developer is required to submit Civil Engineering Construction Plans to the Town and receive Town approval for the off-site sanitary improvements necessary to serve Lot 2, Tract A, and Tract B of the Development. The following shall also be required:

a. The off-site sanitary sewer Civil Engineering Construction Plans shall be approved and the off-site sanitary sewer installed prior to installation of the sanitary sewer main from SSWR-1N to SSWR-A-3 (as shown in the approved Civil Engineering Construction Plans);

b. If the offsite sanitary sewer improvements have not been installed prior to the I-25 Frontage Road Improvements, as outlined in the approved Civil Engineering Construction Plans, Developer will be required to submit a bore plan for the crossing of the I-25 Frontage Road (SSWR-A-2 to SSWR-A-3). The Town will require the section of sanitary sewer under the I-25 Frontage Road to be bored and an open cut will not be permitted; and

c. Unless otherwise agreed to in writing by the Town Manager, the Town will not issue building permits on Lot 2, Tract A, or Tract B until the off-site sanitary sewer has been installed and Developer has obtained a Notice of Construction Acceptance for such improvement.

3. The I-25 Frontage Road improvements shall be completed no later than June 1, 2023, in compliance with approved Civil Engineering Construction Plans. Failure to complete the Frontage Road improvements by June 1, 2023, may, at the Town's discretion, upon delivery of written notice, result in the imposition of a penalty against Developer in the amount of $1,500 per day up to June 15, 2023, after which time the penalty may, at the Town's discretion, be increased to $3,000 per day until completion.

4. The Parties anticipate and agree that a Water and Sewer Service agreement will be executed prior to issuance of a building permit for any portion of the Property.

EXHIBIT C

ENGINEER'S OPINION OF COST – PUBLIC IMPROVEMENTS

(ATTACHED)

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 _____, dated the day _____of _____, 20____, between the Town of Johnstown and CaliberCos, Inc., a Delaware corporation.

You are hereby authorized to draw by drafts or written demands up to the aggregate amount of $_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____ as the_____of_____.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Subdivision Development and Improvement Agreement with Clayton Properties Group II, Inc., for the North Ridge at TRR Subdivision

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement with Clayton Properties Group II, Inc., for North Ridge at TRR Subdivision

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Clayton Properties Group II, Inc, has requested Preliminary/Final Subdivision Plat for North Ridge at TRR Subdivision, encompassing ±24 acres located on the northeast corner of the I-25 and Freedom Parkway (Larimer County Road 18) intersection (Lot 1 of the proposed North Ridge Subdivision.)

The agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans.

Exhibit B-3 details one substantive obligation of the Developer:

1. The pocket park, located in the center of the Development, shall be completed, in a manner approved by the Town pursuant to the Development Plan, prior to issuance of building permits for the second phase. Buffer landscaping will be installed with each respective phase of development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement with Clayton Properties Group II, Inc., for North Ridge at TRR.

SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement with Clayton Properties Group II, Inc., for North Ridge at TRR.

For Denial
I move to deny the Subdivision Development and Improvement Agreement with Clayton Properties Group II, Inc., for North Ridge at TRR.

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(North Ridge at TRR)

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 **Clayton Properties Group II, Inc.**, a Colorado corporation, d/b/a Oakwood Homes (the "Developer").

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Larimer, 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 North Ridge at TRR ("Development"); and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference ("Final Plat"); and

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2022-___, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference ("Resolution"); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Final Plat, Developer is required to construct certain Subdivision Improvements (defined below) to the Property, that Developer is responsible for the costs and expenses of those Subdivision Improvements unless otherwise provided herein, and that the Subdivision Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Developer agree as follows:

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **"Approved Plans"** shall mean: (1) with respect to the Public Improvements, the approved "Civil Engineering Construction Plans" related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved "the Development Plan" related to the Development and on file with Town.

1.2 **"Civil Engineering Construction Plans"** shall mean the approved engineering plans for construction, installation and improvement of the Public Improvements.

1.3 **"Code"** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **"Developer"** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.5 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

1.6 **"Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.7 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.8 **"Maintenance Guarantee"** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.9 "**Notice of Construction Acceptance**" shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.10 "**Notice of Final Acceptance**" or "**Final Acceptance**" shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.11 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.12 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.13 **"Performance Guarantee"** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.14 **"Subdivision Improvements"** shall mean the Public Improvements and Private Improvements.

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

1.16 **"Town Manager"** shall include the Town Manager and such person's authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 ***Pre- Construction***

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the "Civil Engineering Construction Plans").

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to

such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements**. Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town, which will not be unduly withheld.

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 ***Construction of Public Improvements***

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing,

all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall use commercially reasonable efforts to provide written notice to all property owners within a 600-foot radius of the construction limits indicated on the Civil Engineering Construction Plans of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 ***Testing***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 ***Inspection***: At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 ***Completion of Construction:*** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 ***Performance Guarantee***: To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 ***Inspection***: At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. 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 the Thompon Crossing Metropolitan District No. 5 ("District"). The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 ***Easements:*** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***Notice of Construction Acceptance***: Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement***: Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 ***Final Acceptance***: Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and

workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

5.6 *[Intentionally omitted.]*

5.7 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the homeowner's association or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, the District, a special district or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The District shall own and maintain the stormwater infrastructure for the Development, outside of pubic rights-of-way. Developer shall provide the Town with a proposed operations and maintenance manual" for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, Developer shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Larimer 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 Thompson School District R2-J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has established a homeowners association or has delegated covenant enforcement and design review services to the District; and (8) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.3 Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written

notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement and any other duly executed agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications or, if operative with respect to the Development, the approved design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the District. The open spaces, parks, and trails shall be available for public use.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 ***Indemnification***: Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 ***Drainage Liability***: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 ***Tax Liability***: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

10.5 ***Use Tax***: Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

10.5 ***Cost Reimbursement to Town***: Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. 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. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

13.1 ***No Waiver***: Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 ***Severability***: If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 ***Recording of Agreement***: This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 ***Binding Effect***: Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or

the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town.

13.6 ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

CLAYTON PROPERTIES GROUP II, INC.
Attention: Brett Price, Vice President
Land Development
4908 Tower Road
Denver, CO 80249
Email: BPrice@OakwoodHomesCo.com

TO TOWN:

TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, 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.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

13.10 ***Warranty of Developer:*** Developer warrants that the Subdivision Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, the Resolution, the Town's ordinances, resolutions and regulations

and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.11 ***Governing Law and Venue***. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or 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, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

13.16 ***Force Majeure.*** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 2022.

CLAYTON PROPERTIES GROUP II, INC

By: _____
Name: Bruce Rau
Title: Assistant Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

SUBSCRIBED AND SWORN to before me this 30 day of November, 2022, by Bruce Rau, as the Assist. Secry. of Clayton Properties Group II, Inc.

WITNESS my hand and official seal.

My commission expires: 01-19-2025

TERRI GROVES
Notary Public
State of Colorado
Notary ID # 20214002333
My Commission Expires 01-19-2025

_____
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(North Ridge at TRR)

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

LEGAL DESCRIPTION
(Property)

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO, DESCRIBED AS FOLLOWS; TH PM, LARIMER COUNTY COLORADO, DESCRIBED AS FOLLOWS; BEGINNING AT THE CENTER-EAST 1/16 CORNER OF SAID SECTION 22, MONUMENTED WITH NO. 6 REBAR WITH 3.25” ALUMINUM CAP, ALUMINUM CAP, STAMPED PLS 25645; THENCE S00°13'48"E, A DISTANCE OF 1311.25 FEET ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE SOUTHEAST 1/16TH CORNER, MONUMENTED 3.5” ALUMINUM CAP, STAMPED LS 34995; ALUMINUM CAP, STAMPED LS 34995; THENCE S89°48'41"W, A DISTANCE OF 776.43 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24”, NO. 5 REBAR WITH 1-1/4” PURPLE PLASTIC CAP, STAMPED PLS 37067; , NO. 5 REBAR WITH 1-1/4” PURPLE PLASTIC CAP, STAMPED PLS 37067; PURPLE PLASTIC CAP, STAMPED PLS 37067; THENCE N00°08'59"W, A DISTANCE OF 1311.78 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24”, NO. 5 REBAR WITH 1-1/4” PURPLE PLASTIC CAP, STAMPED PLS 37067; , NO. 5 REBAR WITH 1-1/4” PURPLE PLASTIC CAP, STAMPED PLS 37067; PURPLE PLASTIC CAP, STAMPED PLS 37067; THENCE N89°51'04"E, A DISTANCE OF 774.59 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING, CONSISTING OF APPROXIMATELY 23.349 ACRES.

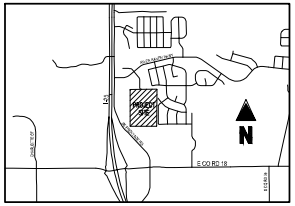
EXHIBIT B-1

PLAT

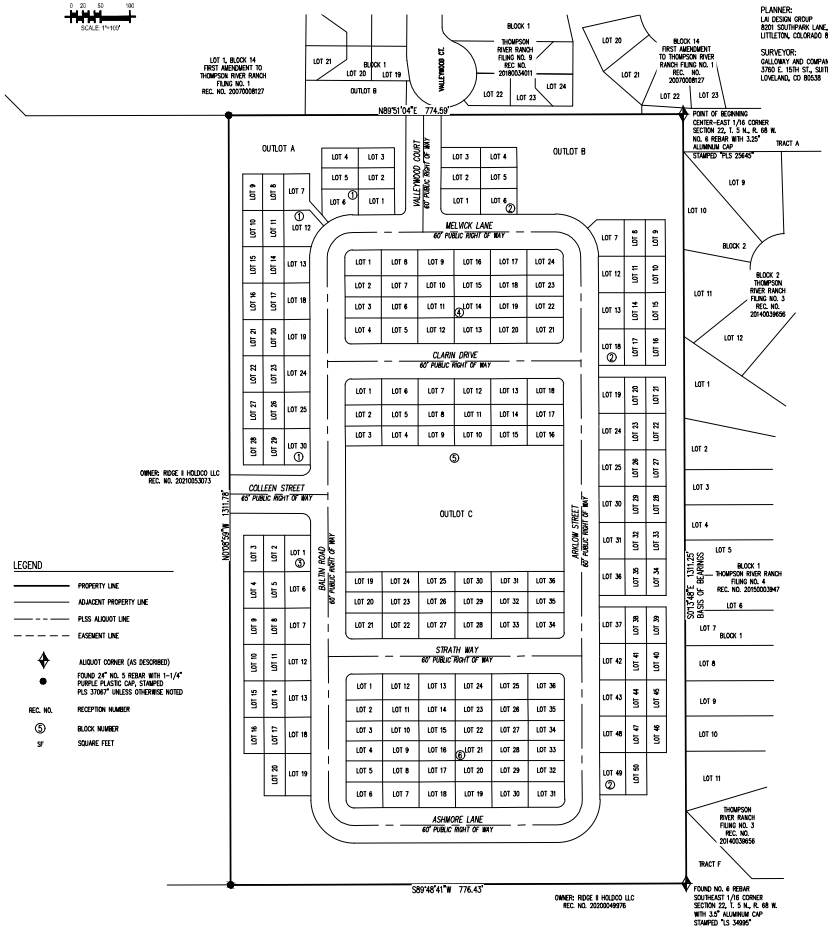
(SEE ATTACHED)

NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE



OWNER & DEVELOPER:
CLAYTON PROPERTIES GROUP II, INC.
5500 CLAYTON ROAD
MARYVILLE, TN 37804

ENGINEER:
GALLOWAY AND COMPANY, INC.
5760 E. 16TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:
LAI DESIGN GROUP
8201 SOUTHPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
GALLOWAY AND COMPANY, INC
5760 E. 16TH ST., SUITE 202
LOVELAND, CO 80538

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT CLAYTON PROPERTIES GROUP II INC., BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE CENTER-EAST 1/16 CORNER OF SAID SECTION 22, MONUMENTED WITH NO. 6 REBAR WITH 3.25' ALUMINUM CAP, STAMPED PLS 25645;

THENCE S00°13'48"E, A DISTANCE OF 1311.25 FEET ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO THE SOUTHEAST 1/16TH CORNER, MONUMENTED 3.5' ALUMINUM CAP, STAMPED LS 34995;

THENCE S89°48'41"W, A DISTANCE OF 776.43 FEET ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24', NO. 5 REBAR WITH 1-1/4' PURPLE PLASTIC CAP, STAMPED PLS 37067;

THENCE N00°08'59"W, A DISTANCE OF 1311.78 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TO A 24', NO. 5 REBAR WITH 1-1/4' PURPLE PLASTIC CAP, STAMPED PLS 37067;

THENCE N89°51'04"E, A DISTANCE OF 774.59 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,017,094 SQUARE FEET OR 23.349 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF NORTH RIDGE AT TRR AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

CLAYTON PROPERTIES GROUP II, INC.

BY_____

NAME:_____

TITLE:_____

STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____DAY OF _____2021, BY _____, AS _____ (NAME) _____OF CLAYTON PROPERTIES GROUP II, INC. (TITLE)

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES:_____

_____
NOTARY PUBLIC

GENERAL NOTES

1. BASIS OF BEARING: THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 IS ASSUMED TO BEAR S 00°13'48" E, A DISTANCE OF 1311.25', MONUMENTED AT THE NORTH END BY NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED "PLS 25645" AND AT THE SOUTH END BY NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED "LS 34995" WITH ALL OTHER BEARINGS RELATIVE THERETO.
2. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
3. PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1213F, HAVING AN MAP REVISED DATE OF DECEMBER 19, 2006, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAT ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAT ON SQUARE MILE). THIS SURVEY DEPICTS THIS DESIGNATION BY GRAPHIC PLOTTING ONLY.
4. ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
5. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
6. 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.
7. 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 COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A).
8. THIS SURVEY ACCEPTS THE FOUND MONUMENTS AS SHOWN HEREON AS BEING IN ACCORDANCE WITH THE RECORDED PLATS AND AS BEST EVIDENCE OF THE BOUNDARY OF THE SUBJECT PROPERTY. THIS PLAT WAS DRAFTED AND PLACEMENT WAS VERIFIED BY SAID PROPERTY CORNER MONUMENTS.
9. THE EASEMENTS AS SHADED ON LOTS 1-30, BLOCK 1, LOTS 1-50, BLOCK 2, LOTS 1-20, BLOCK 3, LOTS 1-24, BLOCK 4, LOTS 1-36, BLOCK 5 AND LOTS 1-36, BLOCK 6 ARE ACCESS, DRAINAGE, LANDSCAPE AND UTILITY EASEMENTS TO BE MAINTAINED AS FOLLOWS:
   A. SANITARY SEWER MAIN AND MANHOLES BY TOWN OF JOHNSTOWN.
   B. WATER MAIN, BLOW-OFF, CORPORATION STOP SERVICE PIPING UP TO AND INCLUDING THE CURB STOP MAINTAINED BY THE TOWN OF JOHNSTOWN.
   C. SURFACE MAINTENANCE INCLUDING PAVING AND LANDSCAPE WITHIN EASEMENT SHALL BE MAINTAINED BY THE THOMPSON CROSSING METRO DISTRICT # 5.
   D. ALL REMOVALS OR DAMAGES TO PAVING OR LANDSCAPE RESULTING FROM TOWN OF JOHNSTOWN UTILITY (WATER OR SANITARY) SERVICE IS THE RESPONSIBILITY OF THOMPSON CROSSING METRO DISTRICT # 5.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS NORTH RIDGE AT TRR, 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 _____, 2021.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF NORTH RIDGE AT TRR WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2021.

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

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	89°27'08"	15.61	10.00	N45°01'27"E	14.07
C2	90°00'00"	114.67	73.00	N44°51'01"E	103.24
C3	90°33'00"	23.71	15.00	N45°07'31"E	21.31
C4	89°27'00"	23.42	15.00	N44°52'29"W	21.11
C5	90°00'00"	114.67	73.00	N45°08'59"W	103.24
C6	90°00'00"	114.67	73.00	S44°51'01"W	103.24
C7	90°00'00"	114.67	73.00	S45°08'59"E	103.24
C8	90°32'52"	15.80	10.00	S44°52'33"E	14.21
C9	90°00'00"	20.42	13.00	S44°51'01"W	18.38
C10	90°00'00"	15.71	10.00	S45°08'59"E	14.14
C11	90°00'00"	15.71	10.00	N44°51'01"E	14.14
C12	90°00'00"	20.42	13.00	N45°08'59"W	18.38
C13	90°00'00"	15.71	10.00	S44°51'01"W	14.14
C14	90°00'00"	15.71	10.00	S45°08'59"E	14.14
C15	90°00'00"	15.71	10.00	N44°51'01"E	14.14
C16	90°00'00"	15.71	10.00	N45°08'59"W	14.14
C17	90°00'00"	15.71	10.00	S44°51'01"W	14.14
C18	90°00'00"	20.42	13.00	S45°08'59"E	18.38
C19	90°00'00"	20.42	13.00	N44°51'01"E	18.38
C20	90°00'00"	15.71	10.00	N45°08'59"W	14.14
C21	34°12'50"	43.59	73.00	S72°14'36"W	42.95
C22	7°52'19"	10.03	73.00	S51°42'02"W	10.02
C23	32°46'41"	41.83	73.00	S31°21'02"W	41.26
C24	15°05'11"	19.22	73.00	S7°22'37"W	19.17
C25	0°47'08"	1.00	73.00	N0°32'32"W	1.00
C26	41°12'57"	52.51	73.00	N21°32'33"W	51.39
C27	47°59'58"	61.16	73.00	N66°09'00"W	59.38
C28	90°00'00"	67.54	43.00	S44°51'01"W	60.81
C29	90°00'00"	67.54	43.00	S45°08'59"E	60.81
C30	90°00'00"	67.54	43.00	N44°51'01"E	60.81
C31	90°00'00"	67.54	43.00	N45°08'59"W	60.81

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS ALIQUOT LINE
- EASEMENT LINE
- ALIQUOT CORNER (AS DESCRIBED)
- FOUND 24" NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
- REC. NO. RECEPTION NUMBER
- BLOCK NUMBER
- SF SQUARE FEET

LAND USE SUMMARY						
NORTH RIDGE AT TRR						
OUTLOTS	AREA (SQ. FT.)	AREA (ACRES)	OWNERSHIP	MAINTENANCE	AMENITY TYPE	% OF TOTAL
A	41,233	0.947	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY EASEMENT AND OPEN SPACE	
B	194,108	4.456	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY, DRAINAGE EASEMENT AND OPEN SPACE	
C	79,980	1.836	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY, DRAINAGE EASEMENT, OPEN SPACE AND PARK SPACE	
TOTAL OUTLOTS	315,321	7.239				31.00%
STREET RIGHT OF WAY	AREA (SQ. FT.)	AREA ACRES				
PUBLIC RIGHT OF WAY	232,814	5.345				22.89%
LOTS	AREA (SQ. FT.)	AREA ACRES	NUMBER OF LOTS			
SINGLE FAMILY LOTS	468,958	10.766	196			46.11%
TOTAL AREA	1,017,094	23.349	TOTAL PERCENTAGE			100.00%

MAINTENANCE NOTE:

MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

GENERAL OVERLOT DRAINAGE NOTE:

LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN 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 OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN 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 INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

Galloway
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Johnstown, CO 80534
970.800.3300
GallowayUS.com

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NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

#	Date	Issue / Description	Init.
1	2/11/2022	TOWN COMMENTS	AN
2	4/20/2022	TOWN COMMENTS	AN
3	6/16/2022	TOWN COMMENTS	AN
4	7/14/2022	EASEMENT REVISION	AN

Project No:	CPG000313J01
Drawn By:	AN
Checked By:	FAK
Date:	10/21/2021

1
SHEET 1 OF 4

NORTH RIDGE AT TRR

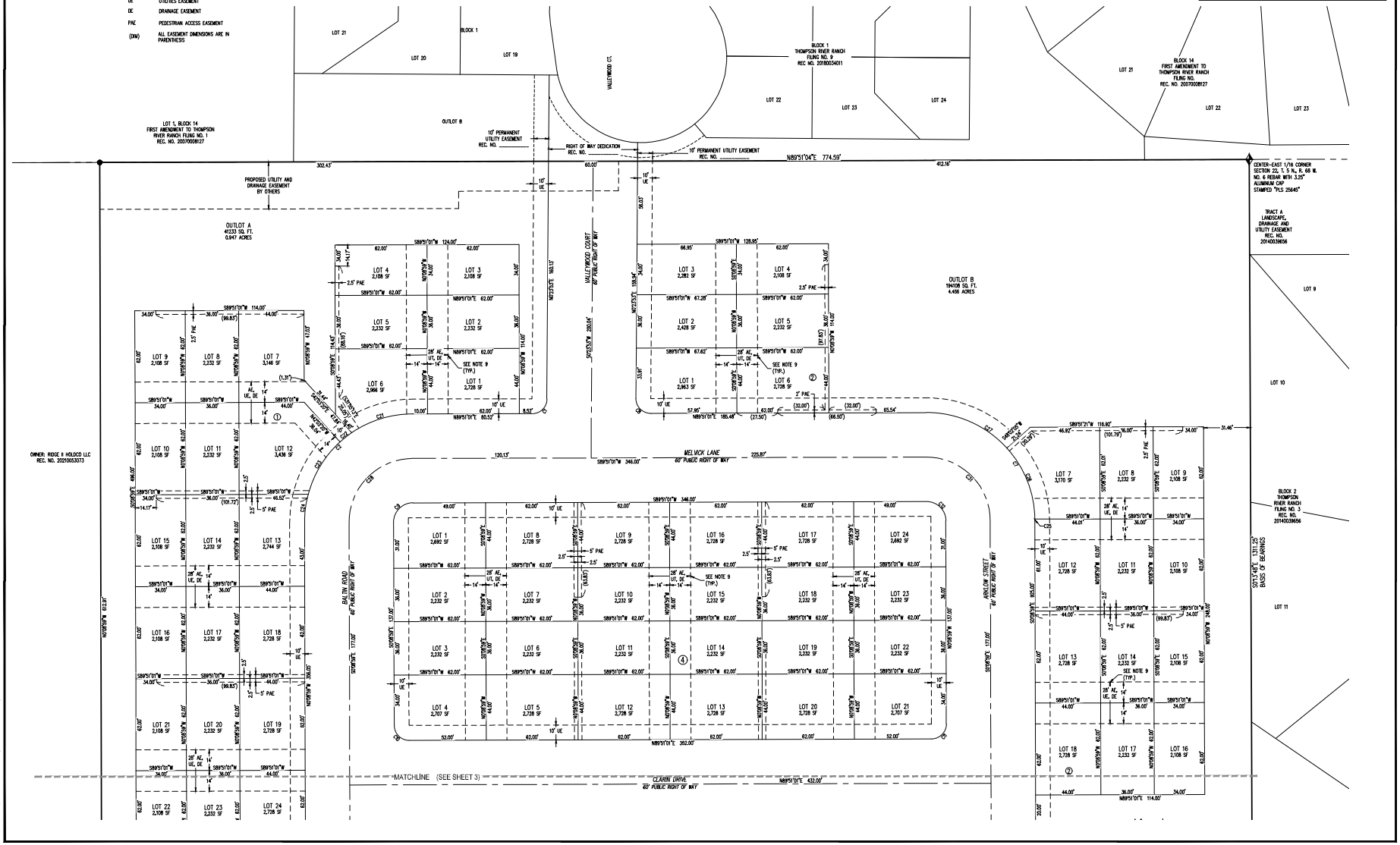
LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

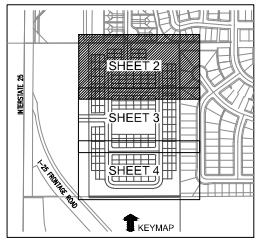
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PLSS AUQUOT LINE
- EASEMENT LINE
- AUQUOT CORNER (AS DESCRIBED)
- FOUND 24" NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37067" UNLESS OTHERWISE NOTED
- REC. NO. — RECEPTION NUMBER
- (5) — BLOCK NUMBER
- SF — SQUARE FEET
- AC — ACRES
- AE — ACCESS EASEMENT
- UE — UTILITIES EASEMENT
- DE — DRAINAGE EASEMENT
- PAE — PEDESTRIAN ACCESS EASEMENT
- (DIM) — ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS

N

SCALE: 1"=30'





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LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

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3	6/16/2022	TOWN COMMENTS	AN
4	7/14/2022	EASEMENT REVISION	AN

Project No:	CPG000013/01
Drawn By:	AN
Checked By:	FAK
Date:	1/20/2021

2

SHEET 2 OF 4

NORTH RIDGE AT TRR

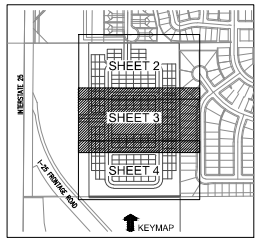
LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

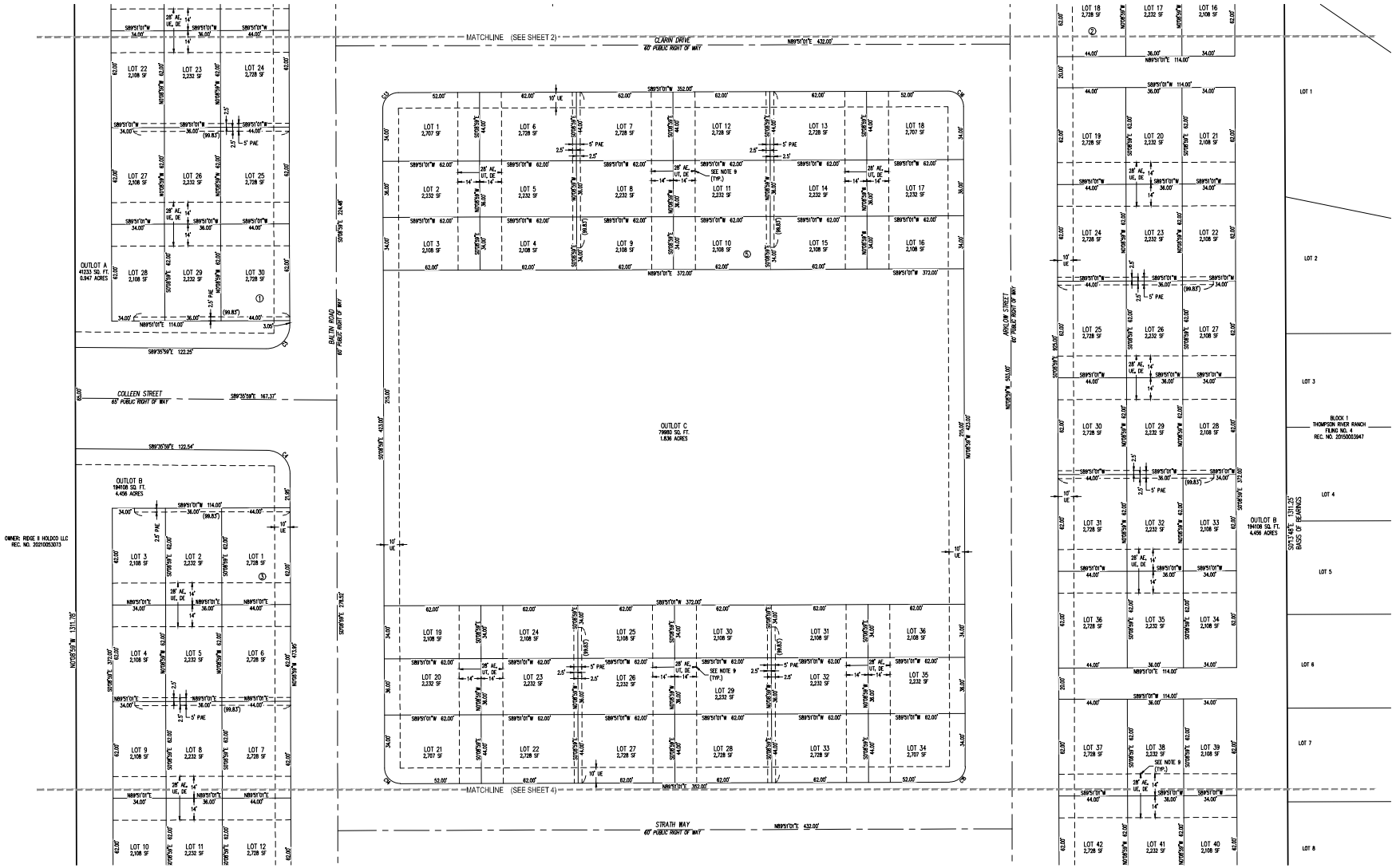
LEGEND

	PROPERTY LINE	SF	SQUARE FEET
	ADJACENT PROPERTY LINE	AC	ACRES
	PLSS AUQUOT LINE	AE	ACCESS EASEMENT
	EASEMENT LINE	UE	UTILITIES EASEMENT
		DE	DRAINAGE EASEMENT
	AUQUOT CORNER (AS DESCRIBED)	PAE	PEDESTRIAN ACCESS EASEMENT
	FOUND 24" NO. 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED PLS 37060" UNLESS OTHERWISE NOTED	(DIM)	ALL EASEMENT DIMENSIONS ARE IN PARENTHESIS
REC. NO.	RECEPTION NUMBER		
(5)	BLOCK NUMBER		

N

SCALE: 1"=30'





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4	7/14/2022	EASEMENT REVISION	AN

Project No:	CPG000013.01
Drawn By:	AN
Checked By:	FAK
Date:	1/20/2021

NORTH RIDGE AT TRR

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T. 5 N., R. 68 W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

LEGEND

	PROPERTY LINE	SF	SQUARE FEET
	ADJACENT PROPERTY LINE	AC	ACRES
	PLSS ALIQUOT LINE	AE	ACCESS EASEMENT
	EASEMENT LINE	UE	UTILITIES EASEMENT
		DE	DRAINAGE EASEMENT
	ALIQUOT CORNER (AS DESCRIBED)	PAE	PEDESTRIAN ACCESS EASEMENT
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REC. NO.	RECEPTION NUMBER		
(5)	BLOCK NUMBER		

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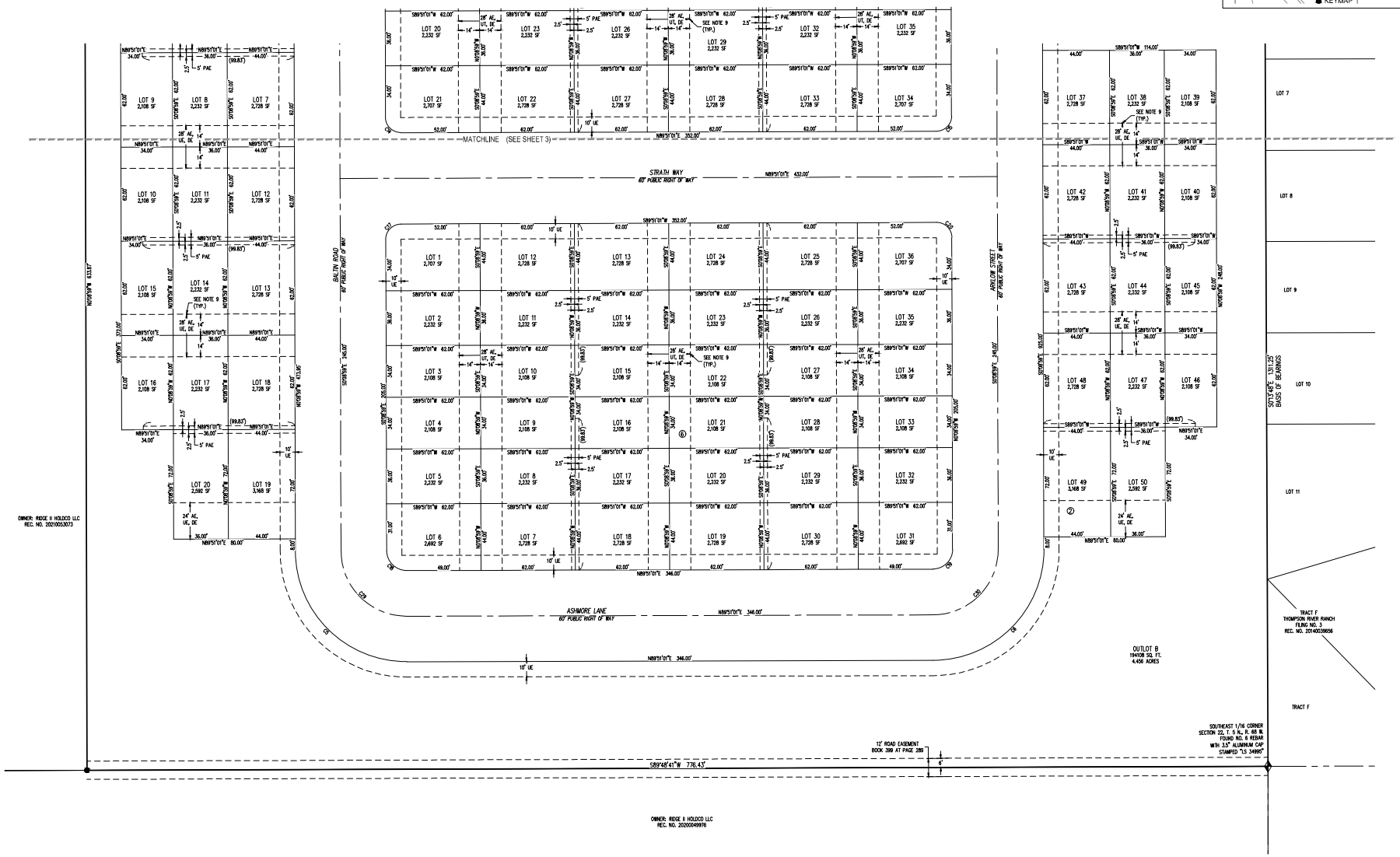
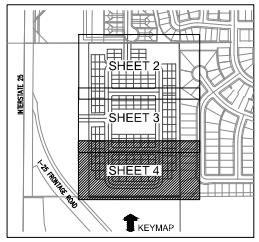
SCALE: 1"=30'





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NORTH RIDGE AT TRR

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Project No:	CPG000313.01
Drawn By:	AN
Checked By:	FAK
Date:	1/20/2021

4

SHEET 4 OF 4

EXHIBIT B-2

(RESOLUTION APPROVING PLAT)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. The pocket park, located in the center of the Development, shall be completed, in a manner approved by the Town pursuant to the Development Plan, prior to issuance of building permits for the second phase. Buffer landscaping will be installed with each respective phase of development.

EXHIBIT C

COST SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)

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 North Ridge at Thompson River Ranch, dated the ____ day of _____, 2022, between the Town of Johnstown and Clayton Properties Group II, Inc., a Colorado corporation, d/b/a Oakwood Homes.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of $_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town's demand or draft be accompanied by a letter, on the Town's stationery, signed by the Town Manager to the effect that "the Town of Johnstown has declared a default under the Development Agreement."

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____, by _____ as the_____of_____.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Water & Sewer Service Agreement – North Ridge at TRR, with Clayton Properties Group II, Inc.

ACTION PROPOSED: Consideration and Approval of the Water & Sewer Service Agreement – North Ridge at TRR, with Clayton Properties Group II, Inc.

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

ITEM DESCRIPTION:
The property owner, Clayton Properties Group II, Inc., has requested approval of a final subdivision plat for 196 lots on approximately 24 acres.

The annual in-building water demand is estimated at 64.68 acre-feet using a demand rate of 0.33 acre-feet/unit. The annual permanent irrigation water demand is estimated at 11.18 acre-feet. These numbers are reviewed and accepted by the Town's contract water engineering firm.

The Developer has an existing water bank with the Town, with a credit balance in the amount of 304.3 single family equivalent, ("Clayton Property Group SFE Water Credit Bank"). The remaining balance in this bank after applying 64.68 AF (129.36 SFEs) is 174.94 SFEs.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	64.68	3.23
Total Potable	**64.68**	**3.23**
Irrigated Landscape 7.74 acres	11.18	9.50
Total Non-Potable	**11.18**	**9.50**

Landscaping will be irrigated with non-potable water from a "bucket" of water created through a 2018 agreement that permits up to 96 acres of landscaping to be irrigated from that supply. With application of 7.74

acres of irrigation for this project, the remaining balance of area to be irrigated from this non-potable system is 22.23 acres.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for North Ridge at TRR, Clayton Properties Group II, Inc.

SUGGESTED MOTIONS:

For Approval
I move to approve the Water & Sewer Service Agreement for North Ridge at TRR.

For Denial
I move to deny the Water & Sewer Service Agreement for North Ridge at TRR.

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT
(NORTH RIDGE AT TRR)

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

WITNESSETH:

WHEREAS, Developer owns an interest in land located in a portion of the NW1/4 SE1/4 Section 22, T.05N. R.68W., 6th P.M., Larimer County, Colorado, as shown on Exhibit "A" attached hereto and incorporated herein by this reference ("Subject Property"); and

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

WHEREAS, the Subject Property is being developed by Developer as 196 single family detached homes with residential and open space irrigation totaling 7.74 acres, comprised of 2.29 acres of spray-irrigated landscape and 5.45 acres of xeriscape landscape, known as North Ridge at TRR ("Project"); and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project dated February 11, 2022. Said analysis is on file with the Town and is hereby accepted by the Town, as modified by the Town's Water Engineer by memorandum dated April 27, 2022. The analysis addresses all of the projected water demands for the Project. Said analysis indicates that the water dedication set forth in Paragraph 2 will meet the estimated water supply needs for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building	64.68	3.23
Total Potable	**64.68**	**3.23**
Irrigated Landscape 7.74 acres	11.18	9.50
Total Non-Potable	**11.18**	**9.50**

2. Water Rights Dedication and Credits.

A. Preexisting Credit.

i. SFE Water Bank. Pursuant to an Assignment, Assumption and Bill of Sale from W.R. Investment, LLC ("WRI") and Exit 223, LLC to Clayton Properties Group II, Inc. d/b/a Oakwood Homes, dated on or about September 19, 2018, Developer acquired a water bank containing 610 single family equivalent ("Clayton Property Group SFE Water Credit Bank") from WRI. Prior to the use of water for the Project, the Developer has allocated 304.3 credits from the Clayton Property Group SFE Water Credit Bank to other filings in the Thompson River Ranch development.

ii. Common Area Landscape. Pursuant to the Water Agreement between the Town and WRI, dated on or about May 7, 2018, and the Assignment, Assumption and Bill of Sale from WRI and Exit 223, LLC to the Developer, the Town has agreed to provide non-potable water for up to 96 acres of common area irrigation ("Town Common Area Irrigation Supply"). Prior to the use of water for the Project, the Developer has irrigated 66.03 acres of common area from the Town Common Area Irrigation Supply.

B. Credit for the Project.

i. Residential In-Building and Residential Irrigation. The Parties agree that a portion of the now existing credit from the Clayton Property Group SFE Water Credit Bank described in paragraph 2.A.i., above, in the amount of 129.36 SFE, representing 64.68 acre-feet/year, will be used to supply the potable water needs for in-building use as set forth in paragraph 1, above.

ii. Common Area Landscape. The Parties agree that a portion of the now existing credit from the Town Common Area Irrigation Supply described in paragraph 2.A.ii., above, in the amount of 7.74 acres will be used to supply the irrigation needs as set forth in paragraph 1, above. Developer further agrees through a separate document to reduce the non-potable irrigated area on Thompson River Ranch Filing 5 by 8.42 acres.

.

3. Commitment to Serve Water and Sewer. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 64.68 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service. The Town further agrees to provide sufficient non-potable water for irrigation of 7.74 acres as described above, estimated to be 11.18 acre-feet per year.

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 Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and the amount of non-potable irrigated acres, and to require additional potable water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage, and/or to require additional credit against the Developer's 96 acres of non-potable irrigation if more than 7.74 acres are irrigated.

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

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:

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

TO THE TOWN:

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

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.
1160 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, the non-defaulting Party 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 the Town were to commence any judicial proceedings to enforce any of the provisions hereof against 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.

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. 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.

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.

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

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

Signatures follow on separate page

Clayton Properties Group II, Inc.

By: Bertrand J. Bauer
~~Bruce Rau.~~ Bertrand J. Bauer
~~Assistant Secretary.~~ Authorized Agent

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 28 day of November, 2022 by Bruce Rau of Clayton Properties Group II, Inc.

Witness my hand and official seal.

TERRI GROVES
Notary Public
State of Colorado
Notary ID # 20214002333
My Commission Expires 01-19-2025

Terri Groves
Notary Public
4908 Tower Rd
Denver, CO. 80249
Address
303-486-8500
Telephone

My Commission Expires: 01-19-2025

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: December 5, 2022

SUBJECT: Discussion on Frontage Road Closure

ATTACHMENTS: 1. Presentation

PRESENTED BY: Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

The North Ridge Development has obtained approval from the Colorado Department of Transportation (CDOT) to close the Frontage Road north of County Road 18 beginning in January 2023 and remaining closed until June 1, 2023. The CDOT approval is contingent upon High Plains Blvd (HPB) being opened to the public.

Although HPB is now open to the public, additional work on HPB from the County Bridge north to County Road 20C is scheduled for the Spring of 2023 by Clayton Properties Group II, LLC (Oakwood Homes/Thompson River Ranch). Council recently passed an extension of these improvements until July 31, 2023. Clayton Properties are still awaiting roadway plan approvals from Larimer County. Nonetheless, Town Staff is working with both Clayton Properties and The North Ridge Development in order to manage the timing of these two improvements that will have a significant impact on traffic.

Additionally, the Ridge Development along County Road 3e is also stipulated to make intersection improvements to County Road 18 and County Road 3e that will require an extended closure time to CR 18. This intersection work will not be able to move forward if the Frontage Road is closed. Therefore, these improvements may be delayed until late spring 2023. The developer is aware these improvements could delay additional issuance of Certificates of Occupancy above the 130 granted in the Development Agreement for the completion of paving CR3e.

As the Town continues to be a high development area, timing and managing major arterial roadway improvements will require flexibility in our approach if we wish to manage traffic efficiently and effectively as possible. To date, the development community has been receptive to Staff guidance and direction relating to the timing of improvements. The goal of this discussion is to share with the Council the challenges we face managing a multitude of concurrent major arterial roadway improvements, and our efforts to minimize the impacts to the public.

Reviewed and Approved for Presentation,

Town Manager

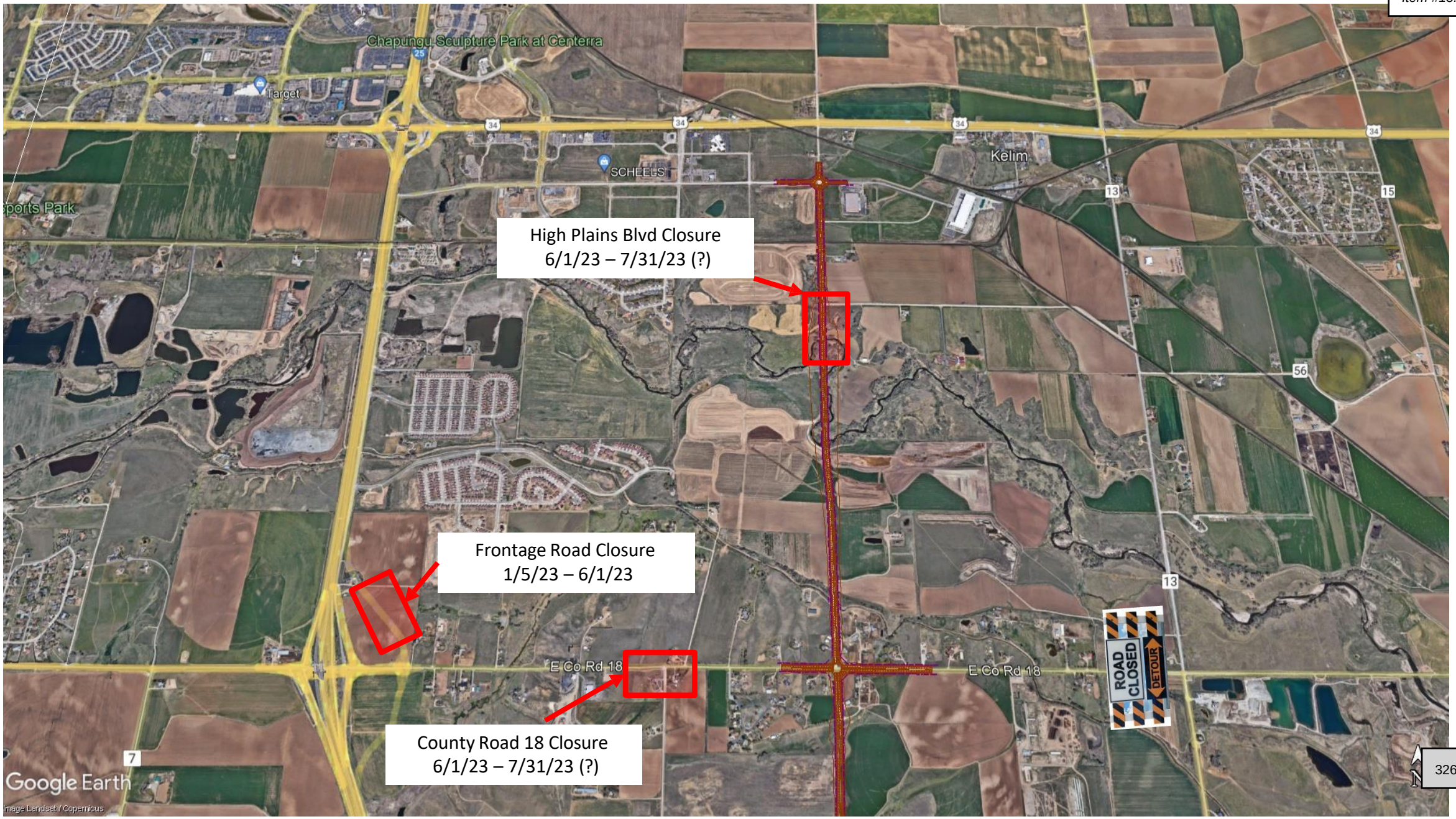
Town of Johnstown

Frontage Road Closure

Troy White, Public Works Director

Goal of the Presentation

- Share challenges with managing concurrent multiple arterial roadway improvements.
- Flexibility in our approach is key to managing traffic.
- Discussion on the timing for improvements on the Frontage Road, High Plains Blvd, and County Road 18.


Chapungu Sculpture Park at Centerra
Target
SCHEELS
Kelim
High Plains Blvd Closure
6/1/23 – 7/31/23 (?)
Frontage Road Closure
1/5/23 – 6/1/23
E Co Rd 18
E Co Rd 18
County Road 18 Closure
6/1/23 – 7/31/23 (?)
ROAD CLOSED
DETOUR
Google Earth
Image Landsat / Copernicus

Questions and Comments

Town of Johnstown

Building Permit Statistics

September 2022

Single Family Residential		**Commercial**	
Issued ytd	301	*New Building Issued ytd	27

Duplex	**3-plex**	**4-plex**	**5-plex**	**Apartment Bldgs**		
	6	1	9	*4 story	285 units	4

Other Residential (basements/alterations/additions)		**Other Commercial * (tenant finish/alterations/additions)**	
Issued ytd	177	Issued ytd	27

Fees collected at permit issuance	**Residential YTD**	**Commercial YTD**
Construction Valuation	($90,737,970)	($148,120,569)
Building permit fees	$786,750	$874,080
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$1,454,724	$587,048
Water Meter	$148,995	$22,636
Water Tap	$1,572,978	$588,956
Sewer Tap	$1,435,927	$287,295
Regional Sewer Development fees	$1,871,500	$543,720
Sewer Inspection Fee	$30,100	$1,600
Park	$150,500	$4,000
Use Tax	$1,590,746	$1,425,015
Larimer Use Tax	$85,734	$251,730
Open Space Impact Fee	$365,074	$0
Library Impact Fee	$343,630	$0
Public Facilities Impact Fee	$485,525	$542,766
Police Facilities Impact Fee	$221,307	$271,835
Transportation Facilities Impact Fee	$848,551	$1,382,857
402 Interchange Fee	$22,640	$0
High Plains Blvd Reimbursement Fee	$37,030	
School District Fee	($185,724)	N/A
TOTAL FEES (YTD)	**$11,451,711**	**$6,833,538**

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

Single family, duplex, 3-plex, 4-plex, 5-plex						
Year	**Issued**	**Month avg**		**Year**	**Issued**	**Month avg**
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		**2021**	184	15.33
1996	145	12.00		**2022**	**301**	**33.44**
1997	143	11.92				
1998	175	14..58				
1999	145	12.08		**TOTAL**	**5591**	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

October 18, 2022

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

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

September beginning balance	$ 124,973.85	Petty Cash beginning balance	$ 907.84
Inflow	95,747.09		-0-
Outflow	16,118.32		-0-
Ending balance	$ 204,602.62		$ 907.84

CO Trust: $ 6,279,516.12

Director's Report:

Artist-in-Residence: Milliken Historical Society

Building: New front doors are a HIT! Patrons are most grateful. Awaiting three pieces of glass for the front door-5 weeks out. Commercial Services is performing warranty work on water and plumbing problems. Spring will bring landscaping! Storage shed will be delivered and built October 27th-shelves will be built and installed by Dave Plumb.

Outreach: Joining with United Way of Weld County to distribute free diapers at both locations beginning in November.

Library of Things: switching from summer to winter-adding a telescope, guitars, snow fun kits, sleds, cup stacking, 3D pen, and more….. TRPR has promised snowshoes!

Happenings: Celebrating 55 Years! Dr. Jones display is on loan from the Johnstown Historical Society, Rachael made a picture collage and Ashley put together a quiz.

Maker Space: Patrons are embracing and asking for hours to be expanded.

Staff: Rachael Lanning and Anna Geisenhoff moved to full time on October 3rd. Need a full time Maker Space staff – Kristi will begin the hiring process. Discussed possible money gift to CSU Intern. Kristi will research Retirement percentage-align with Town.

Holiday Gathering will be Saturday, December 17th-Colorado Eagles game!

Meeting adjourned at 8:20 pm. Next meeting will be November 15, 2022.

September statistics: Johnstown—door count: 6507 circulation—7540
Milliken—door count: 404 circulation—594

Respectfully submitted, Sheryl Ballard, secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - OCT 2022			Y-T-D	2022 BUDGET		Notes
BEGINNING CHECKING BALANCE		*$ 204,602.62*	$ -	**$ 20,000.00**	To Date	
INFLOWS	Donations/Grants	$ -	$ 173.24	**$ 3,500.00**		
	Interest	$ 8.14	$ 63,877.39	**$ 5,000.00**		
	Misc Income	$ 37.84	$ 2,242.27	**$ 7,500.00**		
	Investments	*$ -*	*$ 100,000.00*	**$ -**		
	Town of Johnstown	$ 94,816.12	$ 1,208,493.99	**$ 1,140,000.00**		
	High Plains Library District	$ -	$ 486,563.66	**$ 488,959.00**		
	Transfer from Reserve Account	$ -	$ -	**$ -**		
INFLOWS TOTAL		*$ 94,862.10*	$ 1,861,350.55	**$ -**		
TOTAL AVAILABLE FUNDS		**$ 299,464.72**		***$ 1,664,959.00***		
OUTFLOWS	Advertising	$ 2,180.04	$ 17,520.61	**$ 22,000.00**		
	Audio/DVD -10	$ 294.56	$ 6,228.32	**$ 15,000.00**	199	
	Books - 206	$ 2,477.76	$ 25,225.83	**$ 50,000.00**	1809	
	Collection Fees/Bad Debts	$ -	$ -	**$ 2,000.00**		
	Computer Expenses	$ -	$ 256.73	**$ 5,000.00**		
	Equipment & Furniture	$ 100.35	$ 19,080.98	**$ 60,000.00**		Maker Space
	Gifts Given	$ 252.02	$ 996.47	**$ 2,500.00**		
	Insurance, Bldg. Contents	$ -	$ -	**$ 5,000.00**		
	Investments	$ -	$ 1,150,000.00	**$ 192,959.00**		
	Legal Fees/Consulting Fees	$ -	$ -	**$ 10,000.00**		
	Maintenance	$ 4,470.99	$ 37,687.16	**$ 60,000.00**		
	Memberships/Licenses	$ -	$ 209.00	**$ 2,500.00**		
	Milliken Location	$ 100.07	$ 459.73	**$ 20,000.00**		
	Outreach	$ -	$ 324.46	**$ 10,000.00**		
	Professional Enrichment	$ 240.49	$ 1,322.38	**$ 5,000.00**		
	Programming	$ 528.69	$ 21,105.12	**$ 100,000.00**		LoT - $917.87
	Salaries/Compensation	$ 110,237.73	$ 293,817.86	**$ 500,000.00**		
	Health Ins./retirement	$ -	$ -	**$ 18,000.00**		
	Staff Bonuses/Perks	$ -	$ 1,750.10	**$ 12,000.00**		
	Workers' Comp	$ 102.60	$ 276.92	**$ 3,000.00**		
	Subscriptions, Periodicals	$ 60.00	$ 2,100.33	**$ 5,000.00**		
	Supplies, Janitorial	$ 66.12	$ 722.11	**$ 3,000.00**		
	Supplies/Expenses, Library	$ 775.65	$ 4,988.16	**$ 12,000.00**		
	Telephone	$ 815.44	$ 3,921.49	**$ 10,000.00**		
	Utilities	$ 3,761.80	$ 29,529.45	**$ 40,000.00**		
	Capital Improvement	$ 5,910.00	$ 86,592.90	**$ 500,000.00**		
OUTFLOWS TOTAL		$ 132,374.31	$ 1,704,116.11	***$ 1,664,959.00***		
ENDING CHECKING BALANCE		$ 167,090.41				

						Notes
BEGINNING PETTY CASH BALANCE		$ 907.84				
	Programming	$ -				
ENDING PETTY CASH BALANCE		$ 907.84				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE		$ 6,279,516.12				
	Dividend - 2.6205%	$ 17,116.80	$ 63,776.39			
	Contribution	$ -				
	Withdrawal	$ -				
ENDING BALANCE		$ 6,296,632.92				

Town of Johnstown

LETTER AGREEMENT

November 28, 2022

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

Re: Letter Agreement Regarding Proceeds From Ledge Rock Center Commercial Metropolitan District's Issuance of 2022 Bonds

Dear Mr. Schlup:

The purpose of this Letter Agreement is to address and clarify issues that have arisen in connection with the $66,815,000 Ledge Rock Center Commercial Metropolitan District, Limited Tax General Obligation Bonds, Series 2022A, and the $9,189,000 Ledge Rock Center Commercial Metropolitan District, Subordinate Limited Tax General Obligation Bonds, Series 2022B (together, the "**2022 Bonds**") being issued by the Ledge Rock Center Metropolitan District (the "**District**").

For the 2022 Bonds to be issued, Ledge Rock Center LLC (the "**Developer**") will be required to fund the Developer Shortfall Funding Advance.[1] At this time, the Developer Shortfall Funding Advance is anticipated to be approximately Twenty-Four Million Dollars ($24,000,000), which is approximately Seven Million Dollars ($7,000,000) greater than contemplated in the Second Amended and Restated Development Agreement entered into between the Town, the Developer and the District, dated September 12, 2022 (the "**Development Agreement**"), because the 2022 Bond proceeds are anticipated to net approximately Fifty Million Dollars ($50,000,000) rather than Fifty Seven Million Seven Hundred Ninety Eight Thousand Two Hundred Seventy Two Dollars ($57,798,272).

The Developer shall deposit Seventeen Million Dollars ($17,000,000) of the Developer Shortfall Funding Advance into the Developer Funds Account at the time of the closing on the 2022 Bonds (the "**Initial Deposit**"). In addition, the Developer shall deposit Seven Million Dollars ($7,000,000) into the Developer Funds Account from the 2022 Bond proceeds for the District's purchase of land from the Developer (the "**Land Acquisition Cost**"). The Parties anticipate that the Initial Deposit and the Land

[1] Terms not defined herein shall have the meaning set forth in the Second Amended and Restated Escrow Agreement entered into between the District, the Town of Johnstown, Colorado (the "**Town**"), and UMB Bank, n.a., dated October 17, 2022 (the "**Escrow Agreement**").

Acquisition Cost, totaling Twenty-Four Million Dollars ($24,000,000), will be released from the Developer Funds Account at the closing of the 2022 Bonds, pursuant to a Developer Funds Requisition for the First Lease Release Threshold.

The Parties agree that once the Developer deposits the Initial Deposit into the Developer Funds Account, the Developer's obligations under the Developer Contribution Agreement, which was executed between the Developer and the Town on or about September 12, 2022, will be satisfied, and the Covenants Securing Funding Commitment can be released.

The Parties further agree that, if the Developer deposits one or more additional deposits of Seven Million Dollars ($7,000,000) or more of the Developer Shortfall Funding Advance (the "**Subsequent Deposits**") into the Developer Funds Account, the Developer shall not be reimbursed for the Subsequent Deposits until after the District Cost Sharing Contribution is paid to the Town as contemplated in the Development Agreement. Specifically, the Developer's right to repayment of the Subsequent Deposits from the First Refunding and New Money Bonds and Additional Refunding and New Money Bonds (as defined in the Development Agreement) is subordinate to the Town's receipt of the District Cost Sharing Contribution.

The Parties acknowledge that the Developer has requested that the Subsequent Deposits be paid from the First Refunding and New Money Bonds and Additional Refunding and New Money Bonds on a subordinate basis to the District Cost Sharing Contribution, and released from the Developer Funds Account based upon the following formula:

1. An initial release of $160.00 per square foot; and
2. Upon the earlier of the tenant opening for business or the issuance of a final Certificate of Occupancy, the release of $40.00 per square foot.

The Parties further acknowledge that Developer's request will be presented to the Town Council for consideration, and is subject to final approval by the Town Council in their sole discretion.
If Ledge Rock Center, LLC agrees with the terms and conditions set forth in this Letter Agreement, please evidence that agreement by the placement of the signature of its authorized representative below.

Very truly yours,

Town of Johnstown
By: Matt LeCerf, Town Manager
450 South Parish Avenue
Johnstown, CO 80534
mlecerf@johnstownco.gov

LEDGE ROCK CENTER, LLC, a Kansas limited liability company

By: _____

Its: Member

Date: 11-30-22

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 30 day of November 20 22, by Michel L. Schlup, as Member of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

My commission expires: AMY CARROLL Notary Public, State of Kansas My Appointment Expires 5-16-25

_____
Notary Public

A.D.Schlup Law

10950 W. 192nd Place, Spring Hill, KS 66083
Phone: 913-522-1396
Fax: 913-499-1913

Allen Schlup**
**-Licensed in Kansas, Missouri and Colorado

November 23, 2022

FROM: VIA EMAIL allen.schlup@adschluplaw.com
Allen D. Schlup, Esq.

TO: VIA EMAIL LVance@heritagetco.com
Lynn Vance

RE: Ledge Rock Center, LLC/Ledge Rock Center Commercial Metropolitan District Recording Instruction Letter

Ms. Vance:

You previously received an instruction letter dated October 11, 2022 regarding the above referenced recordings. The Reversion process outlined below had a reversion date of November 30, 2022. The parties involved with the recordings and reversion process wish to extend this deadline to December 5, 2022. You will receive additional written instructions prior to or at that deadline with how to proceed. The Reversion process is below for ease of reference.

REVERSION DOCUMENTS:

Additionally being provided within this instruction letter are documents that will be held in escrow and are to be recorded to terminate some of the documents listed above. These termination documents and deeds are being given in the event that the bond issuance related to the documents provided does not close. Should there not be a closing on or before December 5, 2022, you will be instructed to record the following reversion documents in the following order (the "Reversion Documents"):

1. FIRST: The PIF Covenant Termination.
2. SECOND: The PILOT Covenant Termination.
3. THIRD: The District Reversion SWD (deeds Tract A, East Filing No. 1 to the Town).
4. FOURTH: The Developer Reversion SWD (deeds Lots 2 - 5, East Filing No. 1 to the Town).

If Heritage is instructed to do so in writing on December 6, 2022 by the Town, these Reversion Documents shall be released from your escrow and recorded in the order listed above (the "Reversion Instruction"). In that event Heritage will also prepare and deliver to the Town and the Developer on or before December 9·2022 an updated O&E report that confirms the properties referenced in the reversion deeds is being re-conveyed to the Town without additional encumbrances other than those of record when the Town SWD is recorded. If there are additional encumbrances, the Developer shall undertake removing any such encumbrances immediately and shall have them removed within ten (10) days of delivery of the updated O&E report. If the Developer requires funding to remove the encumbrances the Guarantor will provide funding necessary to facilitate the removing of any such encumbrances. The acknowledgement by the authorized representative of the Guarantor below evidences its commitment to fund the removal of encumbrances as set forth herein. Thank you, and please contact me should you have any questions regarding the foregoing. Please also execute below acknowledging that Heritage Title Company will follow these instructions and await confirmation, before filing the Reversion Documents, from the Town in writing.

HERITAGE TITLE COMPANY Acknowledgement:

L Vance

Name: Lynn Vance

TOWN Acknowledgement

Matt LeCerf, Town Manager

Sincerely yours,

Allen D. Schlup

Michel L. Schlup, Trustee of the Michel L. Schlup Revocable Trust

MICHEL L SCHLUP REVOCABLE TRUST, as GUARANTOR Acknowledgement

Michel L Schlup

Name: Michel L Schlup, Trustee

STATE OF Kansas)
)ss.
COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 23 day of November, 2022, by Michel L. Schlup as Trustee of the Michel L. Schlup Revocable Trust.

Witness my hand and official seal.

Notary Public

My commission expires:
[S E A L]

AMY CARROLL
Notary Public, State of Kansas
My Appointment Expires
5-16-25

Enclosures cc:

Lawless, Tanya L. via Tanya.Lawless@kutakrock.com
Ohtake-Gordon, Akio via Akio.Ohtake-Gordon@psc.com
MaryAnn M. McGeady via mmcgeady@specialdistrictlaw.com
OLeary, David via doleary@spencerfane.com
Bart Johnson via johnson@wcrlegal.com
Jonathan Heroux via PJonathan.Heroux@psc.com
Erica Montague via emontague@specialdistrictlaw.com
Avi Rocklin via Avi@rocklinlaw.com
Carrie Bartow via Carrie.bartow@claconnect.com
Kamille J. Curylo via Kamille.Curylo@kutakrock.com
Matthias M. Edrich via Matthias.Edrich@kutakrock.com

Shareholders
Paul R. Cockrel
Evan D. Ela
Linda M. Glesne
David A. Greher
Matthew P. Ruhland

Associates
Joseph W. Norris
Harley G. Gifford
Madison D. Phillips

Paralegals
Micki Mills
Sarah Luetjen

November 29, 2022

Matt LeCerf, Town Manager
Town of Johnstown

VIA EMAIL

Re: Recurring Fees for Operation Services – Johnstown Village Metropolitan District No. 2

Dear Mr. LeCerf:

Our firm serves as general counsel for Johnstown Village Metropolitan District No. 2 (the "**District**"). The District was organized and currently operates pursuant to the Consolidated Service Plan for Johnstown Village Districts Nos. 1-5, approved by the Town of Johnstown (the "**Town**") on May 21, 2018 (the "**Service Plan**").

Pursuant to Section V.A.15 of the Service Plan, the District may impose and collect Recurring Fees for administrative, operations and maintenance expenses for services, programs or facilities furnished by the District. However, such imposition of Recurring Fees is subject to review and approval by the Town.

The District has financed and/or currently owns, operates and maintains numerous community public amenities, including:

- Tract B: 1.11 acre park, which includes a playground, walking trails, benches, irrigated turf and landscaping;
- Tract C: 0.83 acre park, which includes a playground, walking trails, benches, irrigated turf and landscaping;
- Tract F: 4.89 acres, which includes landscaping and walking trails;
- Tract I: 1.38 acres, which includes landscaping, irrigated native grasses, benches and walking trails; and

- Tract H: 5.23 acre park, which includes a playground, shade structure, benches, walking trails, open space, irrigated turf and landscaping (*Note: an additional playground is being constructed in Tract H with an estimated delivery date of Q2 2023*).

Pursuant to the Service Plan, the District is authorized to impose an Operations and Maintenance Mill Levy for administrative, operations and maintenance costs. The Operations and Maintenance Mill levy is limited to ten (10) mills pursuant to Section VI.C.5 of the Service Plan, subject to the Assessed Valuation Adjustment.

The District currently provides services, including snow removal and open space and park landscape operations and maintenance. The District has compiled a budget which estimates revenues and expenses related to the District's operations and maintenance services through 2027.

The revenues generated by the Operations and Maintenance Mill Levy have historically been insufficient to support the District's operations and administration expenses and it is projected that such revenues will to continue to be insufficient at buildout. To date, the developer of the project has subsidized the District's operations in an amount of at least $232,000. It is best public policy for the District to have the financial powers necessary to self-fund its operations and administrative expenses, as developer subsidies are not guaranteed and will certainly not continue indefinitely.

As such, the District has determined that imposition of a Recurring Fee is necessary to support the services, programs, and facilities that it currently provides and will continue to provide to its residents and taxpayers. The District currently has a number of residents and, while there is no guarantee, it is expected that residents will become members of the District's Board of Directors as part of the District's 2023 regular election. The District hereby requests the Town's approval to impose and collect a Recurring Fee from each residential unit in an amount as determined by the District's Board of Directors.

Pursuant to Section V.A.18 of the Service Plan, the Town may approve the imposition of Recurring Fees administratively, at the Town Manager's discretion. Section V.A.18 of the Service Plan also provides that, if the Town does not respond to a request for the imposition of a Recurring Fee within 45 days of receipt of the written request, the Town shall be deemed to have approved the District's request to impose Recurring Fees.

Due to the reasonable and limited nature of its request, the District respectfully requests that the Town Manager administratively approve the District's request to impose the Recurring Fees as described herein. Alternatively, the District requests that the Town Manager waive the review requirement set forth in Section V.A.15 of the Service Plan. For convenience, the District requests that the Town sign below to provide the Town's determination regarding this request.

Please return the signed letter at your earliest convenience and feel free to reach out to me directly to discuss any questions you may have regarding this request

Sincerely,

Matthew P. Ruhland

cc: Avi Rocklin (Town Attorney)

The Town of Johnstown, through signature by the Town Manager below, hereby approves Johnstown Village Metropolitan District No. 2's request to impose Recurring Fees, pursuant to Section V.A.15 of the Service Plan.

_____
Matt LeCerf, Town Manager

The Town of Johnstown, through signature by the Town Manager below, hereby waives the Town's review and approval of Johnstown Village Metropolitan District No. 2's request to impose Recurring Fees, pursuant to Section V.A.15 of the Service Plan.

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Matt LeCerf, Town Manager