Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, November 16, 2020 at 7:00 PM

MISSION STATEMENT: "The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community."

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. Minutes - November 2, 2020
2. October Financial Statements
3. Resolution 2020-34, A Resolution Certifying Various Tax Liens to the Larimer and Weld County Treasurer's Office for Inclusion in the Appropriate Tax Bill
4. Water and Sewer Service Agreement - The Ridge Johnstown Filing No. 1
5. Agreement Concerning Water Dedication of Raw Water and Establishment of Water Bank for Centerra Commercial, LLC
6. Resolution 2020-35 Approving Updates to Facade Grant Program
7. Second Reading Ordinance 2020-184 Ordinance Annexing Property Known as the Podtburg Annexation Nos. 1-5
8. Second Reading Ordinance 2020-185 Ordinance Approving PUD-MU Zoning and Approving Outline Development Plan for the Property Known as Podtburg Annexation Nos. 1-5
9. Second Reading Ordinance 2020-186 Ordinance Approving Podtburg Annexation Nos. 1-5 Annexation and Development Agreement

TOWN MANAGER REPORT

10. November 16 Report

TOWN ATTORNEY REPORT

NEW BUSINESS

11. Public Hearing - 2021 Amended Proposed Budget
12. Public Hearing for Conditional Use Grant – Warren Residence, 305 W. S. 1st Street (Case #USR20-0002)

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, November 02, 2020 at 7:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT
Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Damien Berg
Councilmember Jesse Molinar
Councilmember Kevin Lemasters
Councilmember Troy Mellon

ABSENT

Councilmember Amy Tallent

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Brian Phillips, Chief of Police, Marco Carani, Public Works Director, Kim Meyer, Planning Director and Jamie Desroiser, Communication Manager

AGENDA APPROVAL

Motion made by Councilmember Berg, seconded by Councilmember Mellon to approve the Agenda as submitted. Motion carried with a roll call vote.

SPECIAL PRESENTATIONS

Linda Hoffman, County Manager - 2019 - 2020 Larimer County Community Report

Linda Hoffman, Larimer County Manager gave a brief presentation summarizing services delivered by County government to the citizens.

PUBLIC COMMENT

Mr. Jim Hatfield, resident in Clearview Subdivision asked Council if there were funds allocated in the 2021 budget for the purchase of trees for the Clearview Park.

CONSENT AGENDA

Motion made by Councilmember Lemasters, seconded by Councilmember Young to approve the Consent Agenda. Motion carried with a roll call vote.

2. Minutes - October 19, 2020

3. List of Bills

TOWN MANAGER REPORT

Town Manager Matt LeCerf addressed the question that was asked of Council during Public Comments, if funds were allocated in the 2021 budget for planting of trees in Clearview Park. There are funds in the budget for trees in Clearview Park and the downtown area.

Town Clerk Diana Seele read into the record "On or about May 12, 2020 Brent Graybill filed a Petition for Annexation of Property into the Town C.R.S. Section 31-12-107(f) requires the Town Clerk refer the petition to the Town Council, and the matter is hereby referred. Town Staff anticipates presenting a resolution to Town Council to set a public hearing in the near future.

NEW BUSINESS

Resolution 2020-33, Findings of Fact and Conclusions for the Podtburg Annexation Nos 1-5 -
A petition and annexation application were received by the Town in February 2020, and has been reviewed for completeness and eligibility for annexation. Motion made by Councilmember Berg, Seconded by Councilmember Molinar to approve Resolution 2020-33 Findings of Fact and Conclusions for the Podtburg Annexation Nos 1-5. Motion carried with a roll call vote.

PUBLIC HEARING

Mayor Lebsack opened the Public Hearing at 7:29 p.m. to hear from staff in reference to Ordinances 2020-184, 2020-185, 2020-186.

Mayor Lebsack opened the Public Hearing at 7:25 p.m. This is a request from Podtburg Dairy Limited Partnership, LLLP to annex five individual annexations totaling 462.35 acres. The property to be annexed is located south of County Road 44 and west of County Road 13. The proposed use for the property would include 248 acres for a golf course, small pockets of commercial and a mix of residential units. The applicant is also requesting a PUD-MU (Planned Unit Development-Mixed Use) zoning. The Annexation and Development Agreement has also been presented for Council's approval. The Agreement sets forth the terms and conditions of the annexation of the property to the Town and summarizes the obligations of the owner or their assignees, to the development of the property.

The applicant's representative was present to answer any questions. Mayor Lebsack asked if there was anyone in favor of the annexation of the Podtburg Farms Annexation Nos. 1-5. Mr. Jim Hatfield, resident in Clearview Subdivision, did not have any concerns but just some questions in general, are there plans for expansion to Colorado Boulevard, future of traffic lights and are there any oil and gas wells located on the property. Having no public comments opposing the annexation the public hearing was closed.

Motion made by Councilmember Berg, seconded by Councilmember Young to approve Ordinance Number 2020-184, Ordinance Annexing Certain Unincorporated Lands Located in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and Portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, known as the Podtburg Annexation Nos. 1-5, and Containing Approximately 462.35 Acres. Motion carried with a roll call vote.

Motion made by Councilmember Mellon, seconded by Councilmember Lemasters to approve Ordinance Number 2020-185, Ordinance Approving PUD-MU Zoning and Approving Outline Development Plan for the Property known as Podtburg Annexation Nos. 1-5, Located in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and Portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, and Containing Approximately 462.35 Acres. Motion carried with a roll call vote

Motion made by Councilmember Mellon, seconded by Councilmember Molinar Jr. to approve Ordinance Number 2020-186, An Ordinance Approving Podtburg Annexation Nos. 1-5 Annexation and Development Agreement with the amendment to the Agreement to include in Section 10, the owner shall have a non-potable system in place to the extent water is available for the golf course and common areas and Exhibit B to reflect the additional water that will be dedicated to the Town. Motion carried with a roll call vote.

ADJOURN

The meeting adjourned at 8:36 p.m.

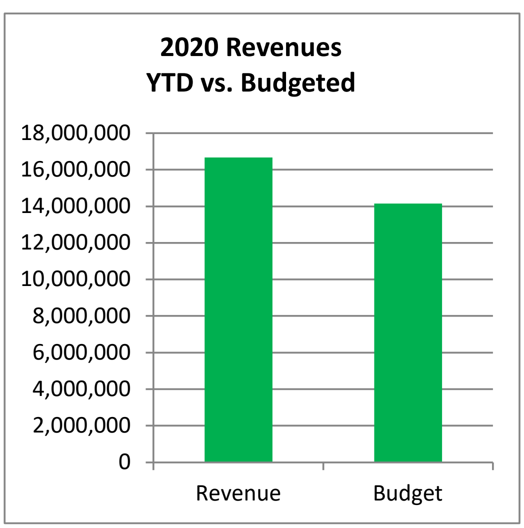
Item #2.

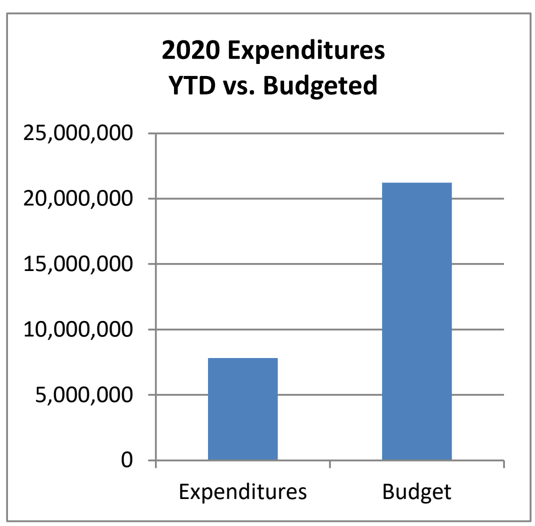
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending October 31, 2020
Unaudited

General Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	44,232,368	44,232,368	
Revenues:			
Taxes & Fees	14,144,046	12,631,080	112.0%
Licenses & Permits	1,912,967	828,200	231.0%
Fines & Forfeitures	128,186	171,000	75.0%
Intergovernmental	139,037	15,000	926.9%
Earnings on Investment	143,386	288,000	49.8%
Miscellaneous Revenue	210,869	216,200	97.5%
Transfers In	-	-	
Total Operating Revenues	16,678,490	14,149,480	117.9%
Expenditures:			
Legislative	605,402	978,200	61.9%
Town Manager	311,707	722,750	43.1%
Town Clerk	257,189	338,850	75.9%
Finance	146,958	230,950	63.6%
Planning	531,724	762,600	69.7%
Building Inspections	166,420	236,200	70.5%
Police	2,549,349	3,522,080	72.4%
Public Works	96,828	133,650	72.4%
Buildings	175,113	210,200	83.3%
Transfers Out	2,968,616	14,097,660	21.1%
Total Expenditures	7,809,305	21,233,140	36.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**8,869,185**	**(7,083,660)**	
Prior Period Adjustment			
Ending Fund Balance*	**53,101,553**	**37,148,708**	

** - Unaudited*

83% of the fiscal year has elapsed





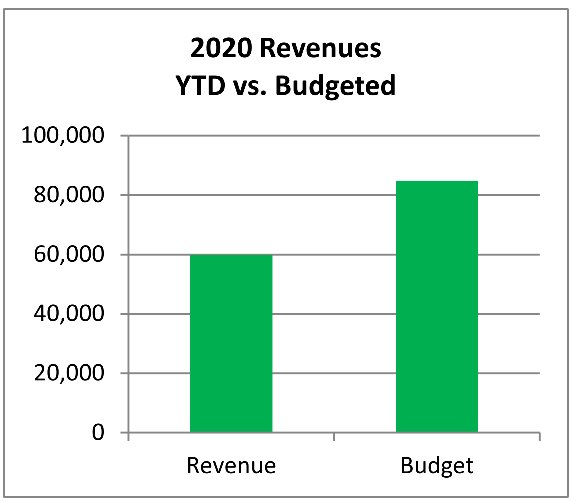
Item #2.

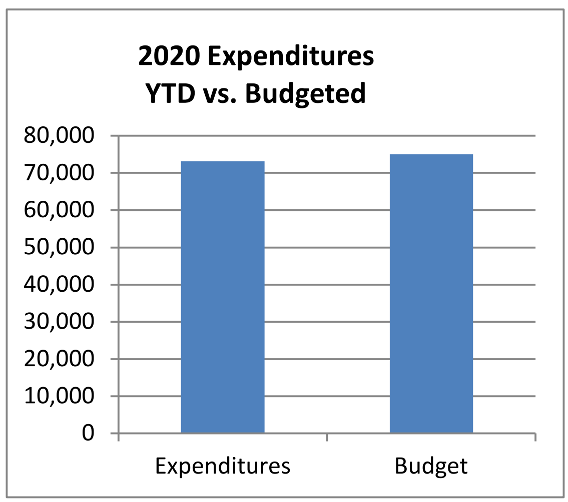
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending October 31, 2020
Unaudited

Conservation Trust Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	0	0	
Revenues:			
Intergovernmental	59,812	84,800	70.5%
Earnings on Investment	11	100	10.9%
Total Operating Revenues	59,823	84,900	70.5%
Expenditures:			
Operations	73,102	-	
Capital Outlay	-	75,000	0.0%
Total Expenditures	73,102	75,000	97.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(13,279)**	**9,900**	
Ending Fund Balance*	**(13,279)**	**9,900**	

** - Unaudited*

83% of the fiscal year has elapsed





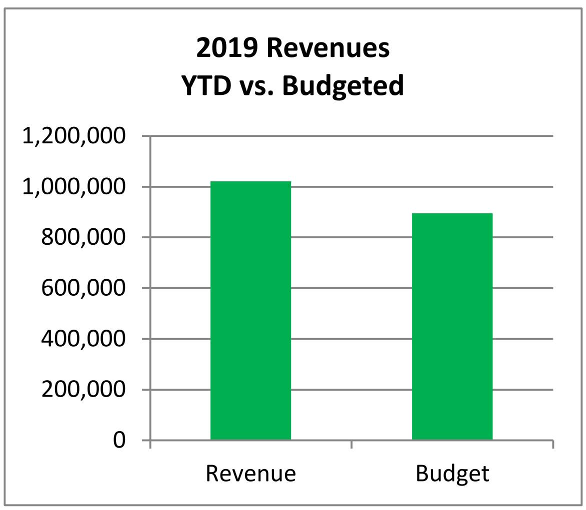
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending October 31, 2020
Unaudited

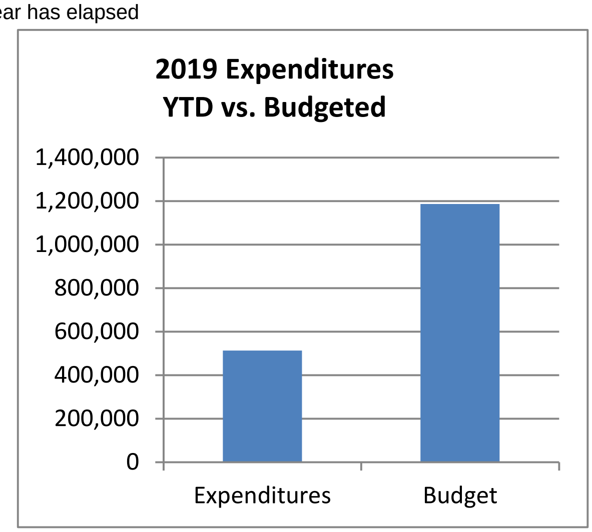
Item #2.

Parks and Open Space Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	6,230,528	6,230,528	
Revenues:			
Taxes & Fees	733,145	359,817	203.8%
Miscellaneous Revenue	44,768	315,700	14.2%
Transfers In	220,000	220,000	100.0%
Total Operating Revenues	1,020,485	895,517	114.0%
Expenditures:			
Operations	319,217	458,750	69.6%
Capital Outlay	194,734	728,000	26.7%
Transfers Out	-	-	
Total Expenditures	513,951	1,186,750	43.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**506,535**	**(291,233)**	
Ending Fund Balance*	**6,737,063**	**5,939,295**	

** - Unaudited*

83% of the fiscal year has elapsed





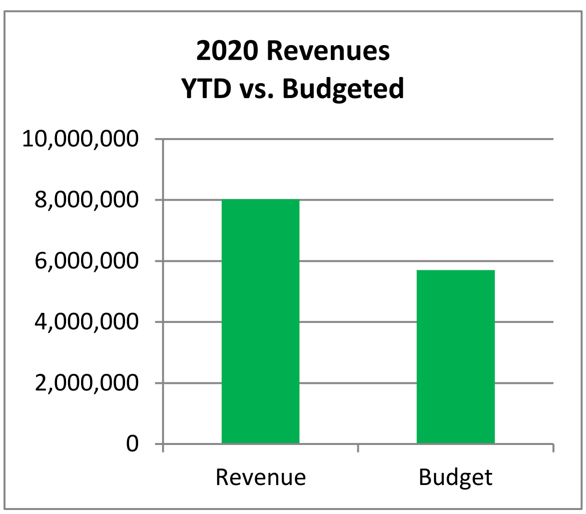
Item #2.

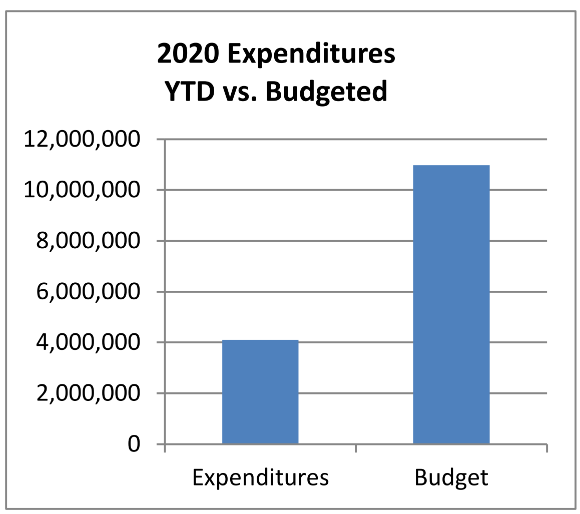
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending October 31, 2020
Unaudited

Street and Alley Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	9,763,088	9,763,088	
Revenues:			
Taxes & Fees	2,295,227	838,000	273.9%
Intergovernmental	861,660	1,511,650	57.0%
Charges for Services	687,222	1,024,000	67.1%
Capital Investment Fees	2,056,361	305,000	674.2%
Earnings on Investment	53,146	27,000	196.8%
Miscellaneous Revenues	66,667	-	0.0%
Tranfers In	2,000,000	2,000,000	100.0%
Total Operating Revenues	8,020,283	5,705,650	140.6%
Expenditures:			
Operations & Maintenance	1,429,257	2,284,050	62.6%
Capital	2,679,431	8,684,500	30.9%
Total Expenditures	4,108,687	10,968,550	37.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**3,911,596**	**(5,262,900)**	
Ending Fund Balance*	**13,674,684**	**4,500,188**	

** - Unaudited*

83% of the fiscal year has elapsed





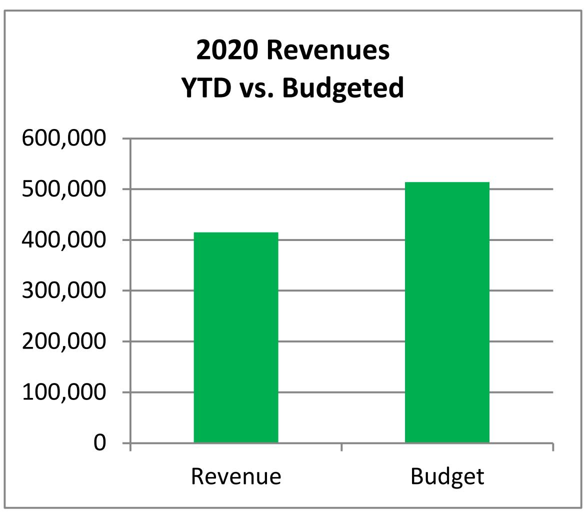
Item #2.

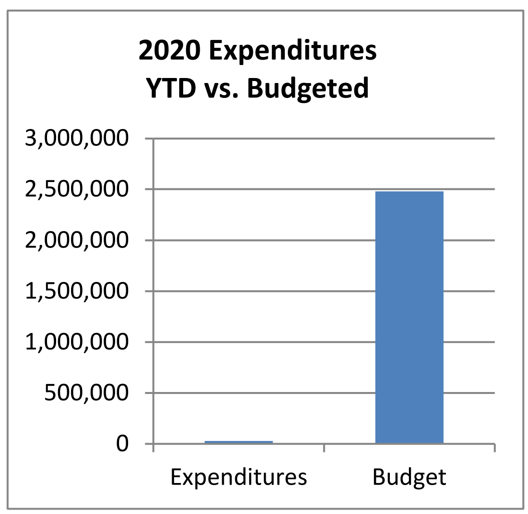
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending October 31, 2020
Unaudited

Capital Projects Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	12,684,794	12,684,794	
Revenues:			
Taxes and Fees	345,705	450,000	76.8%
Miscellaneous Revenue	-	-	
Interest	69,445	79,000	87.9%
Transfers In	-	(15,000)	
Total Operating Revenues	415,150	514,000	80.8%
Expenditures:			
Capital Outlay	29,111	2,479,700	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	29,111	2,479,700	1.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**386,039**	**(1,965,700)**	
Ending Fund Balance*	**13,070,833**	**10,719,094**	

** - Unaudited*

83% of the fiscal year has elapsed





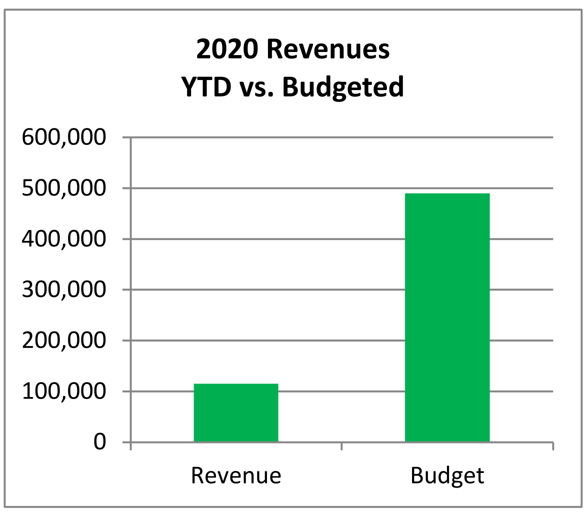
Item #2.

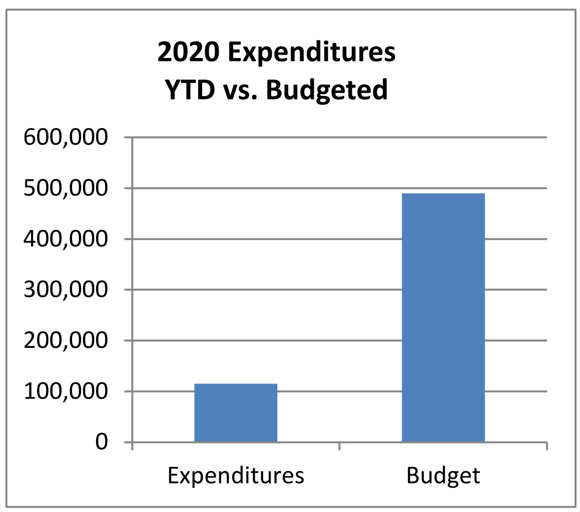
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending October 31, 2020
Unaudited

Tax Allocation Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	95,951	95,951	
Revenues:			
Taxes & Fees	114,706	490,000	23.4%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	114,706	490,100	23.4%
Expenditures:			
Miscellaneous	114,706	490,000	23.4%
Total Expenditures	114,706	490,000	23.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**0**	**100**	
Ending Fund Balance*	**95,951**	**96,051**	

** - Unaudited*

83% of the fiscal year has elapsed





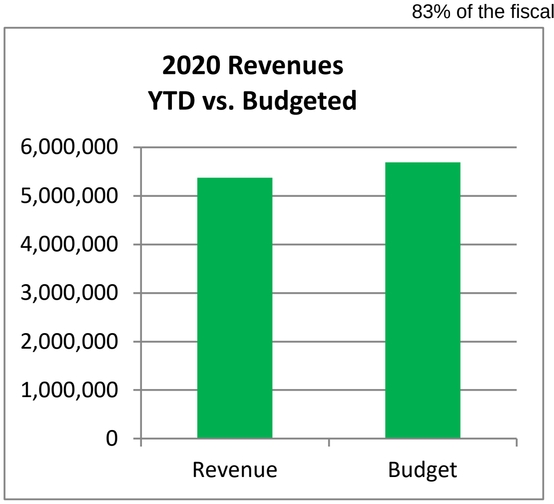
Item #2.

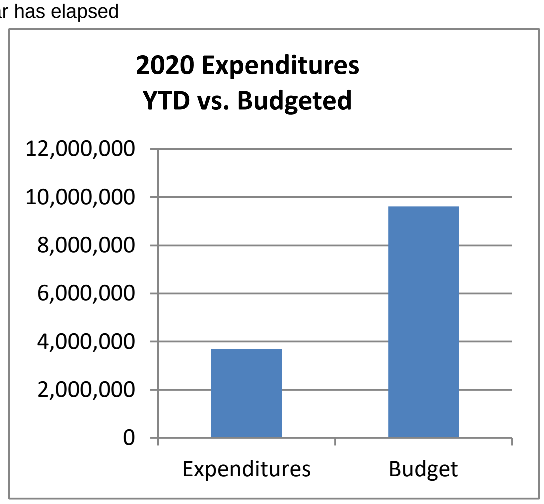
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending October 31, 2020
Unaudited

Water Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Cash Balance	19,765,629	19,765,629	
Revenues:			
Charges for Services	3,099,445	2,518,000	123.1%
Total Operating Revenues	3,099,445	2,518,000	123.1%
Expenses:			
Administration	236,435	522,550	45.2%
Operations	1,868,712	1,887,920	99.0%
Capital Outlay	1,317,549	6,853,000	19.2%
Depreciation	282,340	355,000	79.5%
Transfers Out	-	-	
Total Operating Expenses	3,705,036	9,618,470	38.5%
Operating Income (Loss)	(605,591)	(7,100,470)	
Non-Operating Revenues (Expenses)			
Tap Fees	1,027,084	804,625	127.6%
Capital Investment Fees	899,415	100,000	899.4%
Misc. Revenues	246,582	2,144,000	11.5%
Interest Expense	100,074	126,000	79.4%
Total Non-Operating Revenues (Expenses)	2,273,154	3,174,625	71.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**1,667,563**	**(3,925,845)**	
Ending Cash Balance*	**21,433,192**	**15,839,784**	

** - Unaudited*

83% of the fiscal year has elapsed



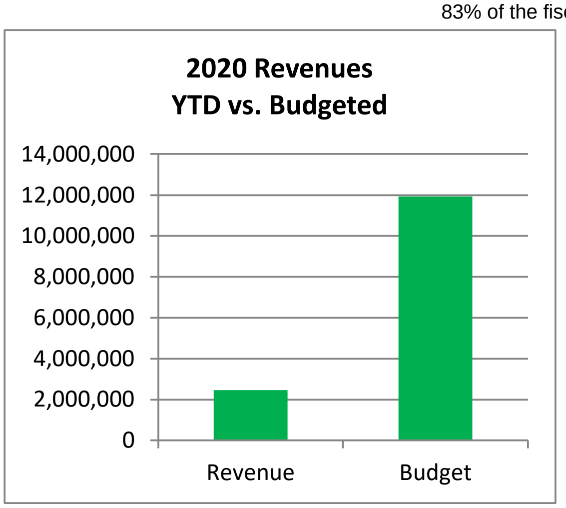


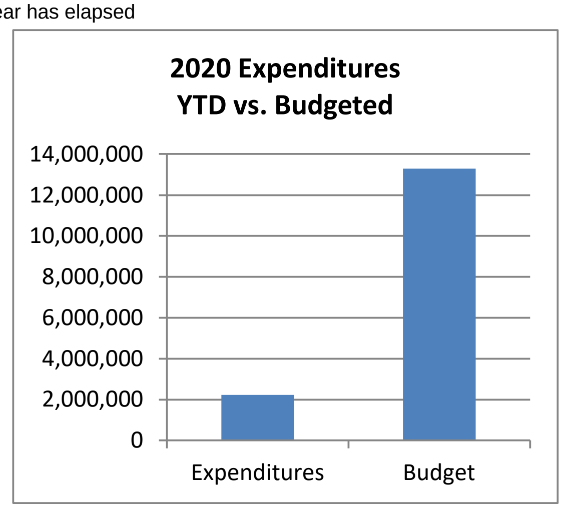
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending October 31, 2020
Unaudited

Sewer Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Cash Balance	9,346,239	9,346,239	
Revenues:			
Charges for Services	1,772,075	1,950,000	90.9%
Total Operating Revenues	1,772,075	1,950,000	90.9%
Expenses:			
Administration	224,722	310,500	72.4%
Operations	916,314	1,895,870	48.3%
Capital Outlay	922,829	10,874,000	8.5%
Depreciation	160,835	205,000	78.5%
Total Operating Expenses	2,224,700	13,285,370	16.7%
Operating Income (Loss)	(452,625)	(11,335,370)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	669,350	660,000	101.4%
Misc. Revenues	13,146	1,001,000	1.3%
Interest Expense	15,183	81,000	18.7%
Transfers	-	10,000,000	0.0%
Total Non-Operating Revenues (Expenses)	697,679	11,742,000	5.9%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**245,054**	**406,630**	
Ending Cash Balance*	**9,591,293**	**9,752,869**	

** - Unaudited*

83% of the fiscal year has elapsed





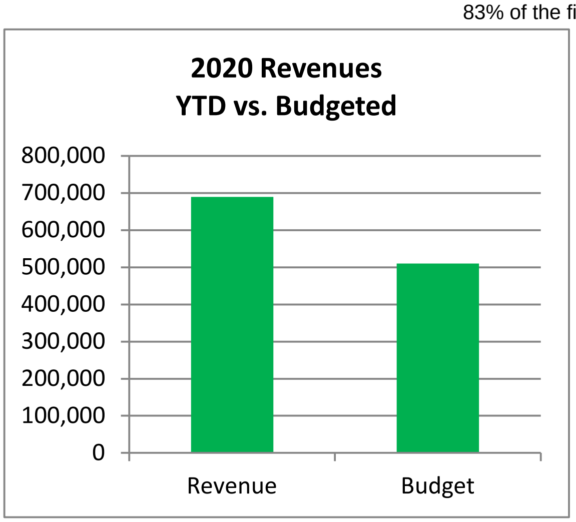
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending October 31, 2020
Unaudited

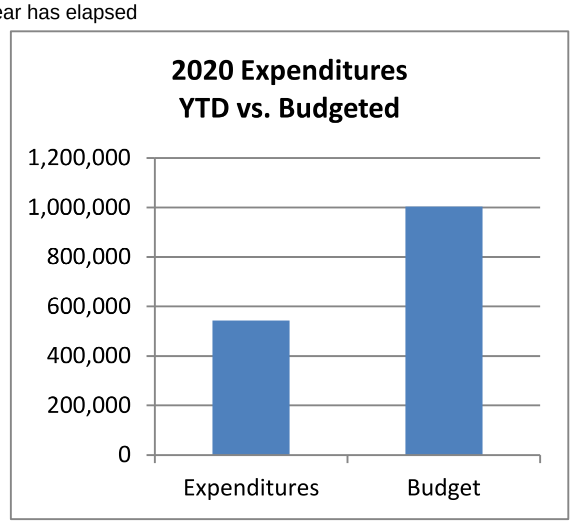
Item #2.

Drainage Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Cash Balance	3,248,246	3,248,246	
Revenues:			
Charges for Services	381,971	435,000	87.8%
Total Operating Revenues	381,971	435,000	87.8%
Expenses:			
Administration	110,397	143,100	77.1%
Operations	188,105	345,900	54.4%
Capital Improvements	245,711	515,000	47.7%
Transfer Out	-	-	
Total Operating Expenses	544,213	1,004,000	54.2%
Operating Income (Loss)	(162,242)	(569,000)	
Non-Operating Revenues (Expenses)			
Capital Revenues	296,432	50,000	592.9%
Misc. Revenues	-	-	
Interest Expense	11,523	25,200	45.7%
Total Non-Operating Revenues (Expenses)	307,954	75,200	409.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**145,712**	**(493,800)**	
Ending Cash Balance*	**3,393,958**	**2,754,446**	

** - Unaudited*

83% of the fiscal year has elapsed





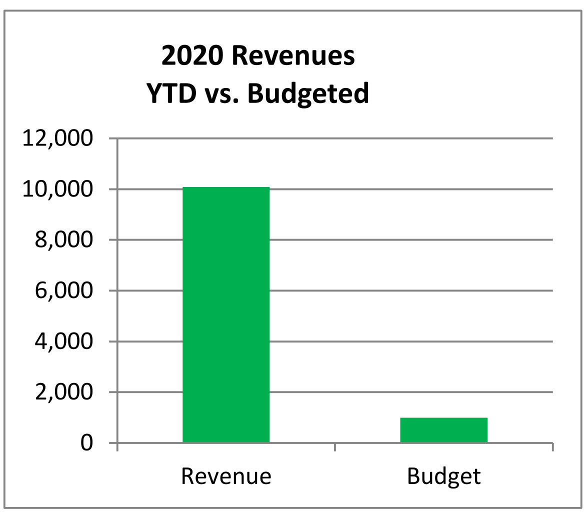
Item #2.

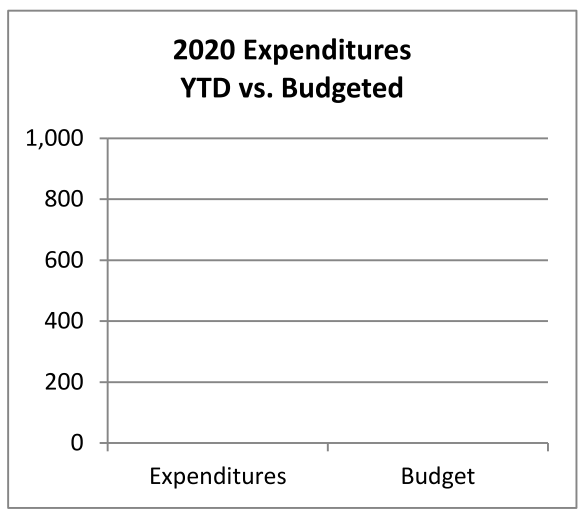
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending October 31, 2020
Unaudited

Cemetery Perpetual Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	133,339	133,339	
Revenues:			
Miscellaneous Revenue	9,192	903	1018.0%
Earnings on Investment	889	100	889.1%
Total Operating Revenues	10,081	1,003	1005.1%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**10,081**	**1,003**	
Ending Fund Balance*	**143,420**	**134,342**	

** - Unaudited*

83% of the fiscal year has elapsed





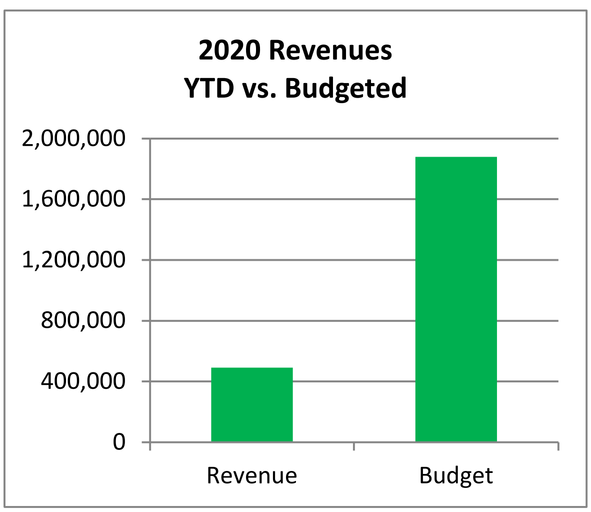
Item #2.

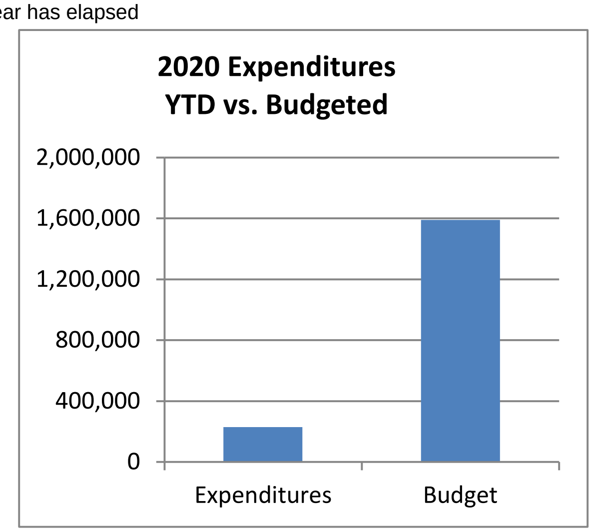
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending October 31, 2020
Unaudited

Library Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	4,649,884	4,649,884	
Revenues:			
Intergovernmental	-	824,716	0.0%
Miscellaneous Revenue	145,599	11,000	1323.6%
Capital Investment Fees	342,964	20,000	1714.8%
Interest	2,233	1,500	148.9%
Transfers In	-	1,022,660	0.0%
Total Operating Revenues	490,796	1,879,876	26.1%
Expenditures:			
Operations	228,795	1,589,915	14.4%
Capital Outlay	-	-	0.0%
Total Expenditures	228,795	1,589,915	14.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**262,001**	**289,961**	
Ending Fund Balance*	**4,911,885**	**4,939,845**	

** - Unaudited*

83% of the fiscal year has elapsed





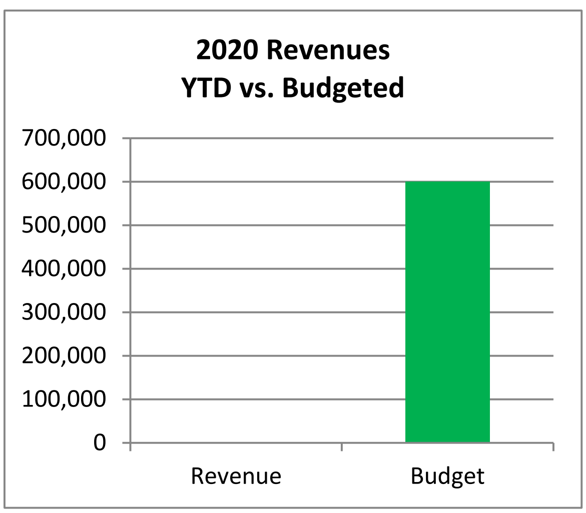
Item #2.

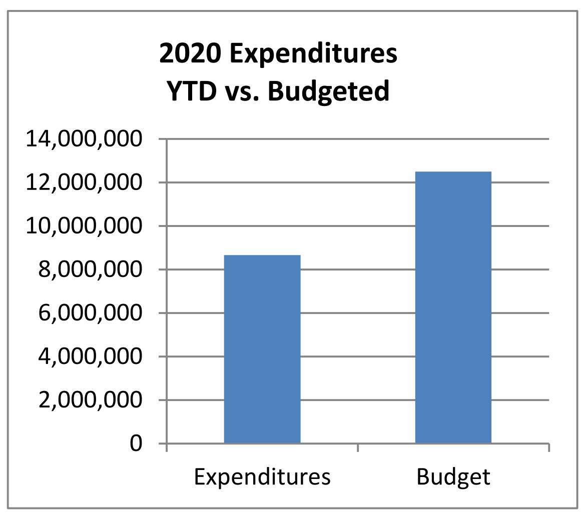
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending October 31, 2020
Unaudited

Recreation Center Fund	2020 Actuals Oct	2020 Adopted Budget	% Complete
Beginning Fund Balance	10,536,360	10,536,360	
Revenues:			
Transfers In	-	600,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	600,000	0.0%
Expenditures:			
Operations & Maintenance		500,000	0.0%
Capital Outlay	8,660,578	12,000,000	72.2%
Total Expenditures	8,660,578	12,500,000	69.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(8,660,578)**	**(11,900,000)**	
Ending Fund Balance*	**1,875,782**	**(1,363,640)**	

** - Unaudited*

83% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: 2020 County Tax Lien Certification

ATTACHMENT: 1. Resolution 2020-34

PRESENTED BY: Mitzi McCoy, Finance Director

CRS 31–20–105 authorizes municipalities to collect all delinquent charges, assessments or taxes by certifying them to the county treasurer. The Town adopted Sections 7-64, 13-23,13-44, 13-142 and 17-287 of the municipal code by ordinance, that address the rights of the Town to collect utility charges and to collect past due, unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes.

Each year, Larimer and Weld Counties accept worksheets containing property numbers, and outstanding amounts due from municipalities that wish to have the County Treasurer collect the past due amounts. The county then adds the delinquent charges, assessments or taxes along with a 10% fee for processing to the property tax bill associated with the outstanding debt.

Municipalities take advantage of this opportunity and use it to collect a variety of outstanding debt owed to the City/Town for things such as utility bills, property abatements, special assessments, permits, etc. The Town of Johnstown has used it in the past primarily for utility bill collection and for property abatement collections.

Currently, the Town has 7 utility accounts in Larimer County with a total collective outstanding balance of $3,557.29. The Town has 84 utility accounts in Weld County that are outstanding with a collective balance owing of $34,340.48. There are 3 property abatement accounts with a collective outstanding balance of $767.15. The Town has sent letters to the customers notifying them of the status of their accounts and encouraging them to remit payment to the Town to avoid the special assessment, so should customers make payments on their accounts prior to the date required for certification, those numbers could change.

Larimer and Weld County policies require that all municipalities provide a resolution in order to certify liens each year. The Resolution attached was written in response to that policy.

FINANCIAL ADVICE :

Collection of these outstanding balances prevents additional rate changes that would be the burden of existing customers to properly operate Town Enterprise Utilities.

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-34

A RESOLUTION CERTIFYING VARIOUS LIENS TO THE LARIMER AND WELD COUNTY TREASURER'S OFFICE FOR INCLUSION IN THE APPROPRIATE TAX BILL

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

WHEREAS, C.R.S. § 31-20-105 allows municipalities to "cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized" if authorized to do so by ordinance; and

WHEREAS, the Town adopted Section 7-64, Section 13-23, Section 13-44, Section 13-142 and Section 17-287 of the Johnstown Municipal Code by ordinance, addressing the rights of the Town to collect utility charges, hold the owner of the property responsible for unpaid utilities and collect unpaid balances by placing a lien with the county treasurer to be collected with the real estate taxes; and

WHEREAS, the Town has utility bills and property abatements that have not been paid and desires to place a lien upon the real estate taxes.

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

Section 1. The Town Council certifies that the accounts submitted to the Larimer and Weld County Treasurer are delinquent and should become as assessment on the property served together with an additional 10% for costs of collection.

Section 2. The Finance Director is authorized to submit the data in any format requested by the Larimer County Treasurer by December 11,2020 and to the Weld County Treasurer by December 1, 2020.

Section 3. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 4. Repealer. All resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of ____________, 2020.

ATTEST:

By:__________________________
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By:___________________________________
Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE:	November 16, 2020
SUBJECT:	Water and Sewer Service Agreement for The Ridge Johnstown, Filing No. 1
ATTACHMENTS:	1. Water and Sewer Service Agreement
PRESENTED BY:	Kim Meyer, Planning and Development Director

ITEM DESCRIPTION: Water and sewer service agreement

Proposed Use:	Residential
AF of Water:	94.62 AF (Demand)
Home Supply?	Yes
Adjudicated?	Yes
Development:	The Ridge Johnstown PUD/Subdivision (Filing 1)
Water Bank:	The Ridge Water Bank
Remaining Balance:	49.38 AF
Other:	NA

FINANCIAL ADVICE: N/A

WATER AND SEWER SERVICE AGREEMENT
(The Ridge Johnstown, Filing No. 1)

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of November 2020, by, between and among **J-25 Land Holdings, LLC**, a Delaware Limited Liability Company ("Developer"), the **Town of Johnstown**, a Colorado municipal corporation ("Town") and the **Villages at Johnstown Metropolitan District No. 3** (East Village), a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer is the owner of land situated in the S1/2N1/2 of Section 26, T.05N, R.68 W. of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado County, known as The Ridge Johnstown Filing No. 1, more specifically described on Exhibit A attached hereto and incorporate herein by reference ("Subject Property"); and

WHEREAS, the Developer and the Town entered into an Agreement Concerning Water Rights Dedication Between Town of Johnstown and J-25 Land Holdings LLC, dated August 3, 2020 ("Water Bank Agreement"), which, upon the dedication of certain shares of the Consolidated Home Supply Ditch & Reservoir Company by the Developer, established The Ridge Water Bank; and

WHEREAS, the Subject Property is being developed to include: 208 single-family detached homes with irrigated landscape averaging 3,011 square feet per lot and totaling 14.37 irrigated acres ("Project"); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication and use of The Ridge Water Bank, 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, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project dated August 12, 2020. Said analysis was received by the Town and is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated August 20, 2020, is hereby accepted by the Town as to the potable water demands of the Project. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component (Potable)	Demand (AF/YR)	Consumption (AF/YR)
In-house water use	68.64	3.43
Residential landscaping	25.17	21.39
Common area irrigation	0.81	0.69
Total potable water use	**94.62**	**25.51**

2. **Low Water Landscaping.** This Agreement is expressly based and contingent upon compliance with the following requirements: (i) the residential homes shall only be entitled to use irrigated turf in the backyards with landscape plans providing that not more than fifty percent (50%) of the total landscaping be irrigated with moderate to high water use vegetation and that the remainder of the landscaping follow xeric design principles; (ii) the residential homes shall use xeric design principles in the front yards; and (iii) the common area shall include at least 0.81 acres of xeric design principles (collectively, "Low Water Landscaping Requirements"). The Developer recognizes and agrees that the Low Water Landscaping Requirements are material terms of this Agreement. Subsequent to development, the obligation to meet and maintain the Low Water Landscaping Requirements shall continue and shall be a covenant running with the land. If, at any time, the Low Water Landscaping Requirements are not met and maintained, then the Developer, District or homeowners' association, as appropriate, shall be dedicate additional water to the Town as further described in Paragraph 6.

3. **Water Rights Dedication.** The Developer has previously dedicated to the Town eighteen (18) shares of stock in the Consolidated Home Supply Ditch & Reservoir Company pursuant to the Water Bank Agreement, resulting in a surplus dedication credit with the Town of approximately 144.00 acre-feet per year of potable water. Pursuant to Paragraph 5 of the Water Bank Agreement, prior to the issuance of any building permits for the Subject Property, the Town and the Developer must enter into a water and sewer service agreement. The Town and the Developer agree that they will apply the water held in The Ridge Water Bank to supply the necessary water for the Project.

4. **Water Bank Credit.** Subsequent to the use of the water for the Project, the Developer will have a credit in The Ridge Water Bank of approximately 49.38 acre-feet. The credit is calculated as follows:

Credit for potable water dedicated: 144.00 acre-feet
LESS:
Estimated potable demand for Project: 94.62 acre-feet
Net current water bank credit: 49.38 acre-feet

5. **Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 94.62 acre-feet per year of potable water supply together with the corresponding sewer service, to include up to 68.64 acre-feet per year of potable water supply for in-home use together with the corresponding sewer service, 25.17 acre-feet of water supply for approximately 75 acres of irrigated residential lawns and landscaping and 0.81 acre-feet of water supply for common area.

6. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage. The additional water rights shall be dedicated from, and/or cash-in-lieu payments made by, the Developer or the District, as appropriate at the time. If the District has dissolved, then the additional water shall be dedicated by the metropolitan district providing covenant enforcement or by the operative homeowners' association. If, at a point in time after water usage has been established, the Town determines that the actual water usage is less than the water demand projection, upon written approval of the Town and execution of a subsequent agreement, the Developer may use the surplus water to satisfy the raw water demands associated with other phases of The Ridge Johnstown development.

7. Payment of Water Court Transfer fees. The water court transfer fee for the water supply held in The Ridge Water Bank 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 subsequent mutual agreement of the Parties in accordance with the Town's Ordinance.

8. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery with receipt of delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email. All notices shall be addressed as follows:

TO DEVELOPER:
J-25 Land Holdings, LLC
Attn: Roy Bade
Copy: Courtney Bring
8901 E Mountain View Rd, Suite 150
Scottsdale, AZ 85258
Email: Roy.Bade@caliberco.com
Email: Courtney.Bring@Caliberco.com

WITH A COPY TO:
Hunter & Goodhue, PLLC
Attn: Mark F. Hunter
4845 Pearl East Circle, Ste 101
Boulder, CO 80302
Email: mark@huntgoodlaw.com

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
Email: dseele@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

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

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

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

10. **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.

11. **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.

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

13. **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.

14. **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.

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

16. **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 County, State of Colorado.

17. **Entire agreement and Authorization.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

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

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

(Remainder of page intentionally left blank.)

J-25 Land Holdings, LLC
By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager
By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member
By: Caliber Companies, LLC, an Arizona limited liability company, as Manager
By: Calibercos, Inc., a Delaware corporation, as its sole Member

Jennifer Schrader
Jennifer Schrader, Director

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 19th day of October 2020, by Jennifer Schrader, Director, J-25 Land Holdings, LLC.

Witness my hand and official seal.

CECILIA Y. SUYDAM
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
March 15, 2021

My commission expires: 3/15/21

Cecilia Y Suydam
Notary Public

Villages at Johnstown Metropolitan District No. 3 (East Village)

By: ______________________________
Mark F. Hunter, President

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 6 day of November, by Mark F. Hunter, President, Villages at Johnstown Metropolitan District No. 3 (East Village).

WITNESS my hand and official seal.

My commission expires: 10/03/2020

____
Notary Public

VANESSA GARCIA BUENO
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164037764
MY COMMISSION EXPIRES OCT 3, 2024

Town of Johnstown, Colorado
a municipal corporation

By: ______________________________
Gary Lebsack, Mayor

ATTEST:

By: ______________________________
Diana Seele, Town Clerk

PLAT LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PM, LARIMER COUNTY, COLORADO, DESCRIBED AS FOLLOWS;

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26, MONUMENTED WITH A 2 ½" ALUMINUM CAP IN RANGE BOX, STAMPED LS 38304.

THENCE N89°44'37"W, A DISTANCE OF 2027.41 FEET ON THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 26 TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20120077445, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N00°19'10"E, A DISTANCE OF 374.51 FEET ON THE EAST LINE OF SAID PARCELTO THE NORTHEAST CORNER THEREOF, MONUMENTED WITH A NUMBER 4 REBAR WITH AN ILLEGIBLE YELLOW PLASTIC CAP;

THENCE N89°46'36"W, A DISTANCE OF 636.75 FEET ON THE EXTENDED NORTH LINE OF SAID PARCEL TO THE WEST RIGHT OF WAY LINE OF LARIMER COUNTY ROAD 3E, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE N00°18'18"E, A DISTANCE OF 288.21 FEET ON SAID WEST RIGHT OF WAY LINE TO THE SOUTH LINE OF THAT PARCEL RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170065074, MONUMENTED WITH A NUMBER 5 REBAR WITH A 1 ¼" PURPLE PLASTIC CAP STAMPED PLS 37067;

THENCE S89°49'38"E, A DISTANCE OF 55.00 FEET ON THE EXTENDED SOUTH LINE OF SAID PARCEL TO THE CENTERLINE OF LARIMER COUNTY ROAD 3E, WITNESSED BY A 1" IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP SET ON LINE AND 30.00' FEET WEST OF THE CORNER;

THENCE N00°18'18"E, A DISTANCE OF 662.48 FEET ON SAID CENTERLINE TO CENTER-NORTH 1/16TH CORNER, MONUMENTED WITH A NUMBER 6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED LS 16404;

THENCE S89°32'59"E, A DISTANCE OF 2618.90 FEET ON THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE NORTH 1/16TH CORNER COMMON TO SECTIONS 26 AND 25, MONUMENTED WITH A 3 ¼" ALUMINUM CAP STAMPED PLS 37067;

THENCE S00°44'00"W, A DISTANCE OF 1316.10 FEET ON THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,249,833 SQUARE FEET OR 74.606 ACRES.

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE:	November 16, 2020
SUBJECT:	Dedication or Water and Establishment of Water Bank, for Centerra Commercial, LLC
ATTACHMENTS:	1. Agreement Concerning Dedication of Raw Water and Establishment of Water Bank
PRESENTED BY:	Kim Meyer, Planning and Development Director

ITEM DESCRIPTION: Dedication of water and creation of a water bank for Iron Horse.

Proposed Use:	Industrial
AF of Water:	6.4 AF
Home Supply?	Yes
Adjudicated?	No
Development:	Iron Horse PUD/Subdivision
Water Bank:	Creates initial water bank
Other:	Provides ability to dedicate additional Home Supply water to Town with Town Manager acceptance, and a process to allocate banked water to new development.

FINANCIAL ADVICE: NA

AGREEMENT CONCERNING DEDICATION OF RAW WATER AND ESTABLISHMENT OF WATER BANK BETWEEN TOWN OF JOHNSTOWN AND CENTERRA COMMERCIAL, LLC

This Agreement Concerning Dedication of Raw Water and Establishment of Water Bank ("Agreement"), is made and entered into on this ______ day of _________, 2020, by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation ("Town"), and Centerra Commercial, LLC, a Colorado limited liability company ("Developer"), collectively sometimes referred to as the "Parties."

RECITALS

WHEREAS, Developer desires to dedicate raw water to the Town and establish a water bank account, to be known as the "Iron Horse Water Bank," for the purpose of satisfying the water dedication requirements for that certain commercial development project known as "Iron Horse," comprised of approximately 165 acres of property located in the Town of Johnstown and formerly known as the Spreng Annexation (the "Development");

WHEREAS, for the initial deposit into the Iron Horse Water Bank, Developer owns and proposes to dedicate one (1) share of capital stock in the Consolidated Home Supply Ditch and Reservoir Company (the "Company") from the two shares available in Stock Certificate No. 6649 (the "Ditch Share"); and

WHEREAS, the Town agrees, upon receipt of the conveyance of the Ditch Share, to provide Developer with a dedication credit in the amount of 6.4 acre-feet per year of raw water in the Iron Horse Water Bank; and

WHEREAS, subsequent to the execution of this Agreement, Developer may dedicate additional raw water to the Town for deposit into the Iron Horse Water Bank and, upon acceptance by the Town, obtain additional raw water credits in the Iron Horse Water Bank; and

WHEREAS, to effectuate the foregoing and create the Iron Horse Water Bank, the Parties desire to enter into this Agreement.

AGREEMENT

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

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

2. Water Dedication. On or before November 30, 2020, Developer shall contact the Company and commence the process to dedicate the Ditch Share to the Town. Developer shall take all action required by the Company and pay the fees, if any, that are required by the Company to effectuate the assignment and dedication of the Ditch Share to the Town.

3. Water Bank.

a. Creation. The Parties agree that, upon the completed dedication of the Ditch Share, there shall be created a water bank for the Development to be known as the "Iron Horse Water Bank." The raw water credit in the Iron Horse Water Bank may be used to satisfy the water rights dedication requirements of the Development. Absent written notice from Developer and written approval of the Town, the water contained in the Iron Horse Water Bank shall not be allocated to any other use in the Town. The Town and the Developer, in its discretion, shall keep an accounting of the raw water in the Iron Horse Water Bank.

b. Initial Raw Water Credit. The Parties recognize and agree that the Ditch Share has not been adjudicated for municipal purposes. Upon Developer's dedication to the Town of the Ditch Share, the Town agrees to credit the Iron Horse Water Bank with 6.4 acre-feet of raw water per year.

c. Subsequent Raw Water Credits. Developer may deposit additional shares of the Company, or other water shares acceptable to the Town, and the Town shall thereafter, upon acceptance, provide additional raw water credits in the Iron Horse Water Bank. The amount of the credit shall be based upon the parameters set forth in Article IV of Chapter 13 of the Johnstown Municipal Code. Upon each completed dedication of Company share(s), or of other acceptable water, the Town shall issue an "Acknowledgement of Deposit," in the form attached as **Exhibit A**, that confirms the raw water credits issued for the dedication.

4. Water and Sewer Service Agreement. When the developer of all or a portion of the property within the Development (the "Served Property") desires to use water from the Iron Horse Water Bank to meet the water dedication requirements associated with approved development plans and land uses for that portion of the property, said developer shall provide a water demand estimate to the Town for review by the Town's water engineer, subject to a separate developer cost reimbursement or funds deposit agreement. Upon approval of the water demand estimate and verification of available and sufficient banked water credit by the Town's water engineer, the Town and the developer of the Served Property shall execute a water and sewer service agreement wherein, and upon consent of the Developer, such developer shall be entitled to use raw water from the Iron Horse Water Bank. Developer's consent to the use of the water by a developer of the Served Property shall be provided in the form of an acknowledgment attached hereto and incorporated herein by reference as **Exhibit B**.

5. Water Court Transfer Fee. At the time of, or prior to, dedication of the Ditch Share and dedication of additional raw water, Developer shall pay to the Town the then-current water court transfer fee required by Article IV of Chapter 13 of the Johnstown Municipal Code.

6. Water Assessments. Prior to dedication of the Ditch Share and prior to all subsequent raw water dedications to the Town, Developer shall have paid all water assessments due and owing to the Company, to the Gard Lateral Ditch Company and/or to others, if any, up to the date of the dedication. The Town shall thereafter be obligated to pay future assessments on water shares assigned and dedicated to it.

7. **Governing Law and Venue**. This Agreement 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.

8. **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.

9. **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.

10. **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: (i) personally delivered, (ii) sent by electronic mail delivery on the condition that the recipient acknowledges receipt of the electronic mail; or (iii) mailed postage prepaid, certified mail, return receipt requested, as follows:

TO THE TOWN:	TO DEVELOPER:
Town of Johnstown Attn: Town Manager 450 S. Parish Ave. Johnstown, CO 80534 Email: mlecerf@townofjohnstown.com	Centerra Commercial, LLC c/o McWhinney Real Estate Services, Inc. Attn: General Manager of Centerra 2725 Rocky Mountain Avenue, Ste. 200 Loveland, CO 80538 Email: dcrowder@mcwhinney.com

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

9. **Binding Effect.** This Agreement shall benefit Developer and Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Development.

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

11. 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.

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

CENTERRA COMMERCIAL, LLC,
a Colorado limited liability company

By: McWhinney Real Estate Services, Inc., a Colorado corporation, Manager

By: ______________________
Peter Lauener
EVP, Master Planned Communities

MRES Legal A Kirkbride Digitally signed by Abby Kirkbride Date: 2020.10.28 14:52:33 -06'00'

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 2nd day of November 2020, by Peter Lauener, Executive Vice President, Master Planned Communities, of McWhinney Real Estate Services, Inc, Manager of Centerra Commercial, LLC.

Witness my hand and official seal.

06/30/2021
____
Notary Public

My Commission Expires: ______________________

SHERYL A HANEBRINK
Notary Public
State of Colorado
Notary ID # 20054025846
My Commission Expires 06-30-2021

TOWN OF JOHNSTOWN, COLORADO,
a Colorado home rule municipal corporation

By: ________________________________
Gary Lebsack, Mayor

ATTEST:

By: ________________________________
Diana Seele, Town Clerk

EXHIBIT A
Form of Acknowledgement of Deposit

IRON HORSE WATER BANK
ACKNOWLEDGEMENT OF DEPOSIT

This is to acknowledge and agree that Centerra Commercial, LLC, a Colorado limited liability Company, has assigned and dedicated __ shares of capital stock in the ______ Company, represented by Certificate No. __, to the Town. Based upon the dedication and in accordance with the Johnstown Municipal Code, the Town shall deposit __ acre feet of water per year into the Iron Horse Water Bank for use in connection with the development known as Iron Horse, described as follows: ____________________.

TOWN OF JOHNSTOWN, COLORADO,
a Colorado home rule municipal corporation

By: ________________________________
Matt, LeCerf, Town Manager

ATTEST:

By: ________________________________
Diana Seele, Town Clerk

EXHIBIT B
Form of Raw Credit Allocation Acknowledgment

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water from the Iron Horse Water Bank to provide water service to that portion of the development known as Iron Horse, described as follows:____________________________, and any successor occupant of the premises at the same location, pursuant to a Water and Sewer Service Agreement to be executed by and between _________________, a ________, and the Town of Johnstown. The amount of such allocated raw water credit shall be _____ acre-feet per year, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement and Johnstown Municipal Code § 13-68(h). No such adjustment shall allow additional water to be used from the Iron Horse Water Bank absent the written consent of Centerra Commercial, LLC, or its successor in interest.

The undersigned certifies that he/she is authorized to execute this Raw Water Allocation Acknowledgment on behalf of Centerra Commercial, LLC.

CENTERRA COMMERCIAL, LLC

By: ____________________________

____
Title: Managing Member

STATE OF COLORADO)
) ss
COUNTY OF _______)

SUBSCRIBED AND SWORN to before me this _____ day of _____________, 20____, by __________________, Managing Member of Centerra Commercial, LLC.

Witness my hand and official seal.

____
Notary Public

My Commission Expires: __________________________

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: Resolution 2020-35 Approving Updates to Façade Grant Program

ATTACHMENTS:
1. Façade Grant Description – Final
2. Façade Grant Description – Highlighted
3. Façade Grant Application Form
4. Resolution 2020-35

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION: Updates to the Façade Grant Program

Attachment 1 - Clean version of the program description and application.
Attachment 2 - Highlighted version illustrates substantive changes proposed for the Façade Grant program for clarity:

JDDA was provided copies for review and comment.

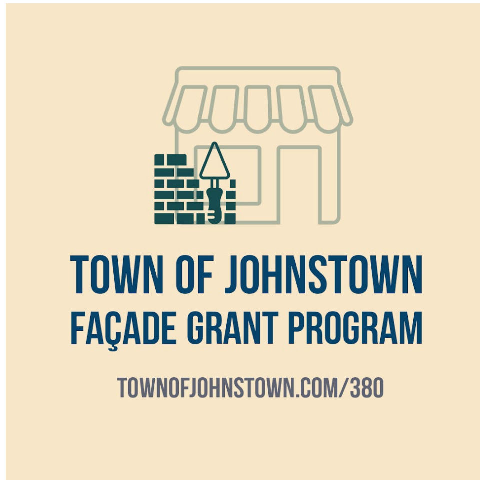
FINANCIAL ADVICE: N/A

Town of Johnstown

FAÇADE GRANT PROGRAM DESCRIPTION

The Johnstown Façade Grant Program provides financial assistance for improvement projects to building facades in Downtown Johnstown in an effort to encourage the revitalization of private commercial properties.

Purpose & Goals: This program provides public financial assistance for improvement projects to commercial building facades in Downtown Johnstown and exists to encourage revitalization on as many private commercial properties in the Downtown area as possible. Façade grants are intended to encourage and incentivize private investment Downtown, to preserve the special historic character, encourage new investment in Downtown and our local businesses, and to promote an attractive environment that supports business and community activity.



The grant program is intended to incentivize overall façade improvements that are architecturally appropriate and in compliance with the Downtown Design Guidelines. Individual elements (i.e., awning, sign, painting) may be deemed eligible, but more holistic and permanent façade or building rehabilitation projects will be prioritized for funding.

What you need to know: Grants are subject to availability of Town funds, and projects &/or signage must meet the Eligible Improvements described below.

- Grants are awarded on a 50/50 matching basis, with a maximum of $10,000 per building/façade.
- A one-time grant, per business, is available for signage, up to $1,000 with a 50/50 match, in addition to a grant for a rehabilitation project.
- Project invoices must be paid and submitted for reimbursement by the Town, once work is complete and inspected by Town Staff.

How to apply: Please complete and sign the printed application form and email your complete application with all supporting materials to the Planning & Development Department, at planning@townofjohnstown.com. PDF or digital scans of documents are preferred. An Applicant must submit a complete application in order to qualify for a determination of funding.

Required Documents: As each project is unique, additional documentation or details may be requested to assist Town Staff in reviewing your proposed project and application. At minimum, please provide:

- ☐ Signed & Completed Application Form
- ☐ Written project description, describing the scope of work, phasing, timelines, and goals of the project
- ☐ Plans, drawings, and/or renderings of proposed renovations (to scale, with dimensions), include product information/cut-sheets where available
- ☐ Color photographs of the existing conditions of the building, including the area for improvement
- ☐ Contractor &/or material bids (no more than 30 days old)
- ☐ If a tenant is the Applicant, written permission from the Owner for the proposed improvements

Process: The Planning & Development Department will review applications submitted for completeness, program eligibility, and conformance with Downtown Design Guidelines. Town Staff shall take into account the purpose and intent of the Façade Grant program in determining if a project may receive a grant (see Program Eligibility description). Staff will consult with the Downtown Advisory Committee and take their comments and concerns into consideration. Final administrative determinations of eligibility and award shall be at the sole discretion of the Town Manager or their appointee.

Grant Award: Fund awards will occur on a first-come-first-serve basis, at the sole discretion of the Town, based on the submitted documentation and any other factors the Town deems to be relevant. The Town may, but is not required to, provide a reason for any denial of an application or for the determination of the amount of the grant award. Grants are subject to availability of Town funds, based on the annual approved budget, and prior grant awards.

Submitting an application is not a guarantee of a grant award and the Town may terminate the Program at any time, for any reason, or when available funds are depleted.

Eligible Improvements: Eligible improvements include costs associated with the physical rehabilitation of the exterior of the property. Soft costs such as design fees, permitting fees, etc., are not eligible. Labor costs are eligible if the work is to be performed by a licensed contractor/business, other than the applicant/owner. All renovation and rehabilitation projects must comply with and meet the intent of the Downtown Design Guidelines.

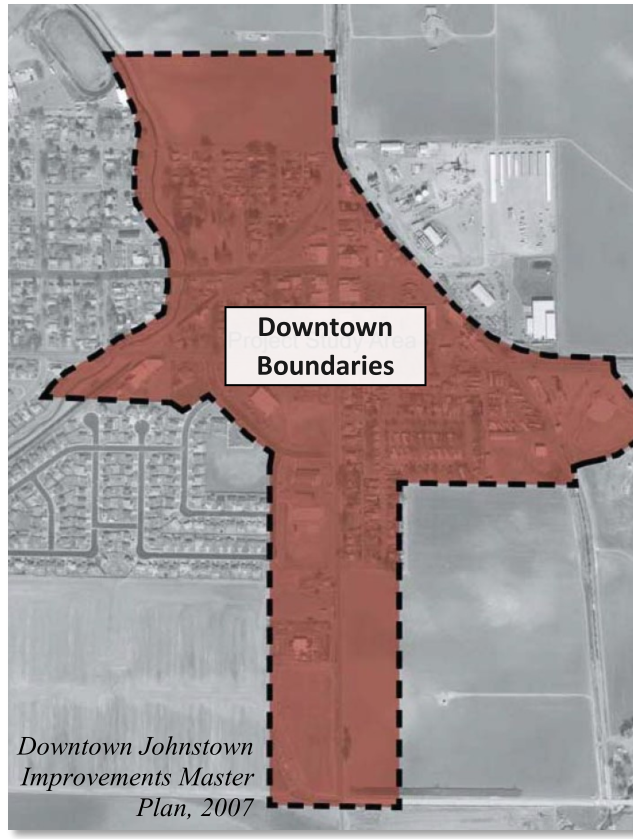
- Removal of false fronts and restoration of original storefronts (provide photos of historic storefront)
- Repair of cornices, soffits, and trim
- Repair or replacement of windows and doors with historically-compatible materials and design
- Repair of historically-appropriate façade materials
- Repair and stabilization of foundations, if related to façade improvements
- Installation or replacement of gutters
- Masonry repointing
- Repair or replacement of roofing with historically-appropriate materials
- New cloth or metal awnings
- Exterior painting of full façade(s)
- Demolition of non-historic or incompatible elements
- Alley entrances and façades, where the entrance is for public access
- New permanent signage that enhances Downtown character and streetscape

Ineligible Improvements:

- Work undertaken due to normal wear and tear, including but not limited to: painting of doors, sills, or trim (unless part of a larger rehabilitation project), or roof replacement with asphalt shingles
- Routine or periodic maintenance; such as cleaning, touch-up painting, minor repairs, redecorating or purely cosmetic changes that do not enhance the property’s character
- Soft costs and permit fees; such as appraisals, architectural, engineering or design fees, legal, accounting or realtor fees, loan fees, or sales and marketing
- New additions or enlargements, except as required by building or fire codes as part of larger project
- Outbuildings
- Skylights
- Security features
- Any work completed prior to grant award determination

Program Eligibility: Any commercial property owner or business tenant in the downtown may apply (refer to map). Eligibility is based upon the following criteria:

- Improvements to the exterior appearance of a building
- Rehabilitation efforts that enhance the structural and/or historic integrity of a building
- Creation of Jobs
- Ability to leverage additional economic activities
- Provision of Needed Services



Downtown Johnstown Improvements Master Plan, 2007

Tenants must have the owner's written approval. All applications must be approved prior to construction.

Owners of vacant buildings shall be eligible if the owner's purpose is to rehabilitate the building to attract businesses. Expenses may be reimbursed, in this case, only after a business occupies the space and opens to the public.

All real property taxes must be paid in full.

In order to qualify for the grant, proposed work must comply with and further the intent of the Town of Johnstown Downtown Design Guidelines. All projects must meet Town codes, standards, and regulations and receive appropriate permits and approvals.

Award Payment: The Applicant shall submit proof of payment for work (typically in the form of a paid invoice and lien waivers) with a request for reimbursement, in order to receive the awarded funds from the Town. The work must fully follow the plans and renderings approved by the Town, and pass all applicable permit and other inspections by Town Staff.

Sign or single element work must be completed with 120 days of a grant award to remain eligible for reimbursement. Rehabilitation and renovation work must be completed within 12 months of the date of a grant award to remain eligible; an agreement to maintain those façade improvements for a period of ten years must be signed by the Owner. Reasonable extensions to more substantial projects may be granted by the Town on a case-by-case basis.

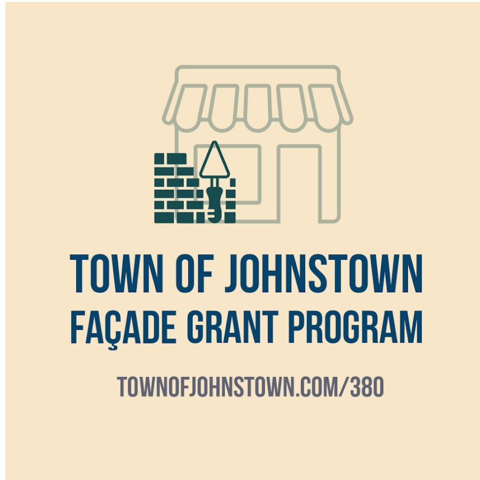
Downtown Advisory Committee: The Downtown Advisory Committee was created by the Town Council to provide recommendations to the Council and Staff on the grant program and other issues of particular interest to Downtown. Members of the committee shall include at least one land owner, one business owner, and one resident of the Downtown area, who are appointed to two-year terms. Membership may be 3 or 5 members. The Committee will review façade grant applications and provide a recommendation and comments to Town staff. In the event the Committee is not able to provide timely comments, for any reason, Town Staff may proceed with independent review and determination.

Town of Johnstown

FAÇADE GRANT PROGRAM DESCRIPTION (New/Updated)

The Johnstown Façade Grant Program provides financial assistance for improvement projects to building facades in Downtown Johnstown in an effort to encourage the revitalization of private commercial properties.

Purpose & Goals: This program provides public financial assistance for improvement projects to commercial building facades in Downtown Johnstown and exists to encourage revitalization on as many private commercial properties in the Downtown area as possible. Façade grants are intended to encourage and incentivize private investment Downtown, to preserve the special historic character, encourage new investment in Downtown and our local businesses, and to promote an attractive environment that supports business and community activity.



The grant program is intended to incentivize overall façade improvements that are architecturally appropriate and in compliance with the Downtown Design Guidelines. Individual elements (i.e., awning, sign, painting) may be deemed eligible, but more holistic and permanent façade or building rehabilitation projects will be prioritized for funding.

What you need to know: Grants are subject to availability of Town funds, and projects &/or signage must meet the Eligible Improvements described below.

- Grants are awarded on a 50/50 matching basis, with a maximum of $10,000 per building/façade.
- A one-time grant, per business, is available for signage, up to $1,000 with a 50/50 match, in addition to a grant for a rehabilitation project.
- Project invoices must be paid and submitted for reimbursement by the Town, once work is complete and inspected by Town Staff.

How to apply: Please complete and sign the printed application form and email your complete application with all supporting materials to the Planning & Development Department, at planning@townofjohnstown.com. PDF or digital scans of documents are preferred. An Applicant must submit a complete application in order to qualify for a determination of funding.

Required Documents: As each project is unique, additional documentation or details may be requested to assist Town Staff in reviewing your proposed project and application. At minimum, please provide:

- ☐ Signed & Completed Application Form
- ☐ Written project description, describing the scope of work, phasing, timelines, and goals of the project
- ☐ Plans, drawings, and/or renderings of proposed renovations (to scale, with dimensions), include product information/cut-sheets where available
- ☐ Color photographs of the existing conditions of the building, including the area for improvement
- ☐ Contractor &/or material bids (no more than 30 days old)
- ☐ If a tenant is the Applicant, written permission from the Owner for the proposed improvements

Process: The Planning & Development Department will review applications submitted for completeness, program eligibility, and conformance with Downtown Design Guidelines. Town Staff shall take into account the purpose and intent of the Façade Grant program in determining if a project may receive a grant (see Program Eligibility description). Staff will consult with the Downtown Advisory Committee and take their comments and concerns into consideration. Final administrative determinations of eligibility and award shall be at the sole discretion of the Town Manager or their appointee.

Grant Award: Fund awards will occur on a first-come-first-serve basis, at the sole discretion of the Town, based on the submitted documentation and any other factors the Town deems to be relevant. The Town may, but is not required to, provide a reason for any denial of an application or for the determination of the amount of the grant award. Grants are subject to availability of Town funds, based on the annual approved budget, and prior grant awards.

Submitting an application is not a guarantee of a grant award and the Town may terminate the Program at any time, for any reason, or when available funds are depleted.

Eligible Improvements: Eligible improvements include costs associated with the physical rehabilitation of the exterior of the property. Soft costs such as design fees, permitting fees, etc., are not eligible. Labor costs are eligible if the work is to be performed by a licensed contractor/business, other than the applicant/owner. All renovation and rehabilitation projects must comply with and meet the intent of the Downtown Design Guidelines.

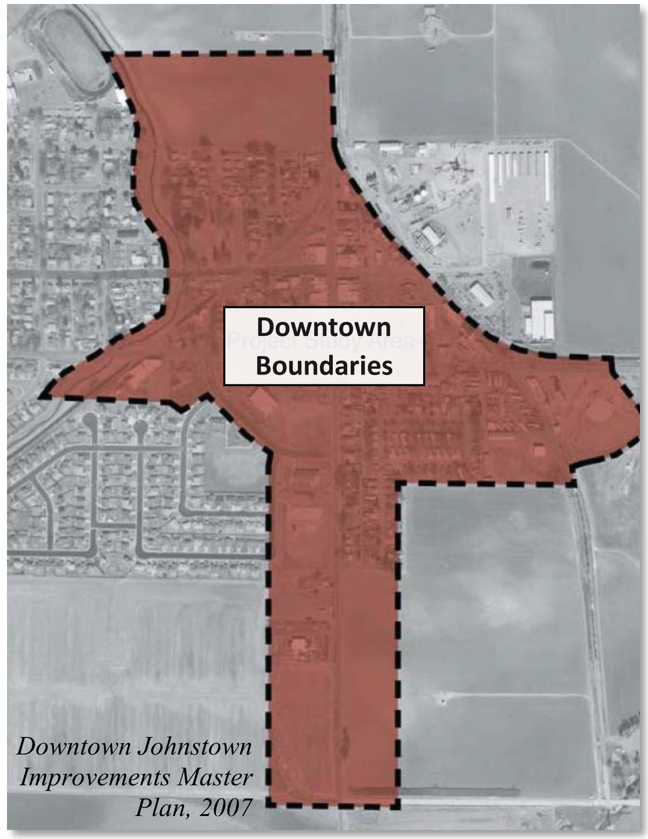
- Removal of false fronts and restoration of original storefronts (provide photos of historic storefront)
- Repair of cornices, soffits, and trim
- Repair or replacement of windows and doors with historically-compatible materials and design
- Repair of historically-appropriate façade materials
- Repair and stabilization of foundations, if related to façade improvements
- Installation or replacement of gutters
- Masonry repointing
- Repair or replacement of roofing with historically-appropriate materials
- New cloth or metal awnings
- Exterior painting of full façade(s)
- Demolition of non-historic or incompatible elements
- Alley entrances and façades, where the entrance is for public access
- New permanent signage that enhances Downtown character and streetscape

Ineligible Improvements:

- Work undertaken due to normal wear and tear, including but not limited to: painting of doors, sills, or trim (unless part of a larger rehabilitation project), or roof replacement with asphalt shingles
- Routine or periodic maintenance; such as cleaning, touch-up painting, minor repairs, redecorating or purely cosmetic changes that do not enhance the property's character
- Soft costs and permit fees; such as appraisals, architectural, engineering or design fees, legal, accounting or realtor fees, loan fees, or sales and marketing
- New additions or enlargements, except as required by building or fire codes as part of larger project
- Outbuildings
- Skylights
- Security features
- Any work completed prior to grant award determination

Program Eligibility: Any commercial property owner or business tenant in the downtown may apply (refer to map). Eligibility is based upon the following criteria:

- Improvements to the exterior appearance of a building
- Rehabilitation efforts that enhance the structural and/or historic integrity of a building
- Creation of Jobs
- Ability to leverage additional economic activities
- Provision of Needed Services



Downtown Johnstown Improvements Master Plan, 2007

Tenants must have the owner's written approval. All applications must be approved prior to construction.

Owners of vacant buildings shall be eligible if the owner's purpose is to rehabilitate the building to attract businesses. Expenses may be reimbursed, in this case, only after a business occupies the space and opens to the public.

All real property taxes must be paid in full.

In order to qualify for the grant, proposed work must comply with and further the intent of the Town of Johnstown Downtown Design Guidelines. All projects must meet Town codes, standards, and regulations and receive appropriate permits and approvals.

Award Payment: The Applicant shall submit proof of payment for work (typically in the form of a paid invoice and lien waivers) with a request for reimbursement, in order to receive the awarded funds from the Town. The work must fully follow the plans and renderings approved by the Town, and pass all applicable permit and other inspections by Town Staff.

Sign or single element work must be completed with 120 days of a grant award to remain eligible for reimbursement. Rehabilitation and renovation work must be completed within 12 months of the date of a grant award to remain eligible; an agreement to maintain those façade improvements for a period of ten years must be signed by the Owner. Reasonable extensions to more substantial projects may be granted by the Town on a case-by-case basis.

Downtown Advisory Committee: The Downtown Advisory Committee was created by the Town Council to provide recommendations to the Council and Staff on the grant program and other issues of particular interest to Downtown. Members of the committee shall include at least one land owner, one business owner, and one resident of the Downtown area, who are appointed to two-year terms. Membership may be 3 or 5 members. The Committee will review façade grant applications and provide a recommendation and comments to Town staff. In the event the Committee is not able to provide timely comments, for any reason, Town Staff may proceed with independent review and determination.

Town of Johnstown

Downtown FAÇADE Grant Program Application

Required Documents

- ☐ Signed & completed application
- ☐ Written description of scope of project
- ☐ Drawings/plans, to scale, with dimensions
- ☐ Color photos of existing conditions
- ☐ Contractor Bids
- ☐ Letter of Commitment for matching funds
- ☐ Written approval by owner (if needed)

Program Elements – *see Full Program Description for eligibility and requirements.*

- The project must be completed within 120 days (4 months) of Determination of Award. Reasonable extension requests must be reviewed by the Town.
- Work completed prior to grant approval is not eligible for funding.
- Reimbursements occur after the project completion, upon submission of appropriate documents, and following Town inspections.
- All required permits and fees are the responsibility of the owner / applicant.
- Proposed work will be reviewed by the Johnstown Review Committee.
- Applicants will receive correspondence and Determination of Award by e-mail at the address(es) provided.

☐ FAÇADE REHAB/RENOVATION PROJECT ☐ SIGN ONLY

Site Address: ______________________________

Name of Business: ______________________________

Applicant: ______________________________

Applicant Address: ______________________________

Telephone: ____________________ E-mail ____________________

Property Owner: ______________________________

Telephone: ____________________ E-mail: ____________________

Estimated Start Date*: ______________ Estimated Completion Date*: __________

Total Cost of Project (attach bids): **$** ____________________

Amount Requested (max 50% of total cost / $10,000): **$** ____________________

Signage Project – Total Cost (attach bids): **$** ____________________

Amount Requested (max 50% of total / $1,000) **$** ____________________

I hereby provide approval for the scope of this proposed project, and acknowledge that I have read the Program Description and Eligibility requirements, and am responsible to provide matching funds for at least 50% of the total project costs:

Applicant Signature ______________________________ Date ______________

Property Owner Signature ______________________________ Date ______________

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-35

RESOLUTION APPROVING REVISIONS TO THE TOWN OF JOHNSTOWN DOWNTOWN FAÇADE GRANT PROGRAM

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

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

WHEREAS, the Town has adopted the "Town of Johnstown Downtown Façade Grant Program" ("Grant Program") to encourage revitalization of commercial properties in downtown Johnstown by providing financial assistance for improvement projects to building facades; and

WHEREAS, the Town Manager and the Town Planning and Development Director recommend revisions to the Grant Program including, among others, that Town staff confer with a Downtown Advisory Committee, consisting of at least one land owner, one business owner and one resident in the downtown area, who shall be appointed by the Town Manager, in determining whether to approve or deny approval of a grant request; and

WHEREAS, based on the recommendation of the Town Manager and the Town Planning and Development Director, Town Council desires to approve revisions to the Grant Program; and

WHEREAS, the Town Council finds that the revised Grant Program is in the best interests of the citizens of the Town.

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

1. The Town of Johnstown Downtown Façade Grant Program, in the form attached hereto and incorporated herein by reference as <u>Exhibit A</u>, is hereby approved.

2. This Resolution shall be effective on the date set forth below.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of ____________, 2020.

ATTEST:	**TOWN OF JOHNSTOWN, COLORADO**
By: ____________________________	By: ________________________________
Diana Seele, Town Clerk	Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: Second Reading Ordinance 2020-184

PRESENTED BY: Town Manager, Town Attorney

This ordinance was introduced to Council at the November 2, 2020 Council meeting.

Ordinance 2020-184, annexes the property known as Podtburg Annexation Nos. 1-5, containing approximately 462.35 acres.

LEGAL ADVICE: This ordinance was drafted by the Town Attorney

FINANCIAL ADVICE :
N/A

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-184

ORDINANCE ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST AND PORTIONS OF SECTION 13, SECTION 24, AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN AS THE PODTBURG ANNEXATION NOS. 1-5, AND CONTAINING APPROXIMATELY 462.35 ACRES

WHEREAS, by Resolution No. 2020-27, the Town Council of the Town of Johnstown, Colorado found a petition for annexation of certain property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, known as "The Podtburg Annexation Nos. 1-5," being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on November 2, 2020, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

Section 1. The annexation of certain unincorporated property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, being more particularly described on Exhibit A be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. The annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2021.

Section 3. Not earlier than forty (40) days of the effective date of this Ordinance, but promptly thereafter, the Town Clerk be and is hereby authorized and directed to:

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

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 2nd day of November, 2020.

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, CO

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: ______________________
Diana Seele, Town Clerk

By: ______________________
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of ________________, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: ______________________
Diana Seele, Town Clerk

By: ______________________
Gary Lebsack, Mayor

PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING.**

THENCE South 87° 11' 22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 11° 32' 58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 11° 30' 44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;
THENCE North 89° 54' 46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING.**

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;
THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (±).

PODTBURG ANNEXATION #3

A parcel of land being a portion of the West Half of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 780.56 feet to the **POINT OF BEGINNING.**

THENCE North 02° 15' 22" East a distance of 749.63 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 00° 02' 15" East along the Westerly Right of Way line of said Weld County Road 13 a distance of 750.00 feet;
THENCE South 00° 32' 02" West a distance of 3001.06 feet to the East line of the Southeast Quarter of said Section 13;
THENCE North 00° 36' 41" West a distance of 3002.53 feet to the Westerly Right of Way line of said Weld County Road 13;
THENCE North 00° 02' 15" West a distance of 750.00 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;
THENCE South 02° 19' 35" East a distance of 751.10 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #3 is 2.58 acres, more or less (±).

PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING.**

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way lines of Weld County Road 13.

THENCE South 00° 02' 15" East a distance of 1866.36 feet;
THENCE South 00° 02' 29" East a distance of 2648.03 feet;
THENCE South 00° 06' 39" West a distance of 1324.43 feet;
THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;

The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:

THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1
THENCE North 89° 44' 34" West a distance of 152.81 feet;
THENCE South 88° 54' 36" West a distance of 68.31 feet;
THENCE South 88° 58' 33" West a distance of 351.36 feet;
THENCE South 88° 41' 39" West a distance of 225.35 feet;
THENCE South 89° 11' 58" West a distance of 121.90 feet;
THENCE South 89° 47' 15" West a distance of 155.18 feet;
THENCE South 89° 38' 59" West a distance of 451.60 feet;
THENCE South 89° 26' 24" West a distance of 423.45 feet;
THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:

THENCE North 00° 03' 04" East a distance of 43.07 feet;
THENCE South 89° 56' 54" West a distance of 20.00 feet;
THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;
THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;
THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;
THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:

THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of 45° 56' 32", and is subtended by a Chord bearing North 77° 50' 10" East a distance of 90.07 feet to a Point of Tangency;
THENCE North 54° 51' 44" East a distance of 181.87 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of 66° 21' 24", and is subtended by a Chord bearing North 88° 02' 19" East a distance of 136.13 feet to a Point of Tangency;
THENCE South 58° 46' 59" East a distance of 133.41 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of 34° 15' 17", and is subtended by a Chord bearing South 75° 54' 49" East a distance of 113.82 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of 21° 42' 34", and is subtended by a Chord bearing South 82° 11' 10" East a distance of 283.73 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, A Delta of 27° 03' 40", and is subtended by a Chord bearing South 84° 51' 55" East a distance of 374.53 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of 60° 07' 42", and is subtended by a Chord bearing South 68° 19' 54" East a distance of 171.45 feet to a Point of Tangency;
THENCE South 38° 16' 02" East a distance of 117.93 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of 14° 31' 38", and is subtended by a Chord bearing South 45° 31' 53" East a distance of 58.45 feet to a Point of Tangency;
THENCE South 52° 47' 41" East a distance of 176.69 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of 33° 39' 29", and is subtended by a Chord bearing South 69° 37' 20" East a distance of 106.15 feet to a Point of Tangency;
THENCE South 86° 27' 04" East a distance of 88.57 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has Radius of 937.08 feet, a Delta of 08° 04' 13", and is subtended by a Chord bearing North 89° 30' 49" East a distance of 131.88 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of 41° 20' 12", and is subtended by a Chord bearing South 73° 51' 12" East a distance of 351.74 feet to a Point of Tangency;
THENCE South 53° 11' 05" East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;
THENCE North 00° 02' 29" West along said Westerly Right of Way line a distance of 2333.22 feet;
THENCE North 00° 02' 15" West continuing along said Westerly Right of Way line a distance of 1867.83 feet;
THENCE South 00° 36' 41" East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (±).

PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13:
THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING.**

THENCE North 89° 43' 17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.

THENCE South 00° 06' 39" West a distance of 1324.80 feet;
THENCE South 00° 06' 37" West a distance of 2649.04 feet;
THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;
THENCE South 89° 36' 32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;
THENCE South 89° 36' 32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;
THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;
THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;
THENCE North 00° 06' 15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;
THENCE North 89° 43' 17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: Second Reading Ordinance 2020-185

PRESENTED BY: Town Manager, Town Attorney

This ordinance was introduced to Council at the November 2, 2020 Council meeting.

Ordinance 2020-185, This ordinance approves the PUD-MU Zoning of the property known as the Podtburg Annexation Nos. 1-5.

LEGAL ADVICE: This ordinance was drafted by the Town Attorney

FINANCIAL ADVICE :
N/A

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-185

ORDINANCE APPROVING PUD-MU ZONING AND APPROVING OUTLINE DEVELOPMENT PLAN FOR THE PROPERTY KNOWN AS THE PODTBURG ANNEXATION NOS. 1-5, LOCATED IN THE WEST HALF OF SECTION 18, THE WEST HALF OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 67 WEST AND PORTIONS OF SECTION 13, SECTION 24, AND THE NORTH HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND CONTAINING APPROXIMATELY 462.35 ACRES

WHEREAS, the Town Council of the Town of Johnstown approved annexation of certain property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, known as The Podtburg Annexation Nos. 1-5 ("Property"); and

WHEREAS, Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership, the property owner, applied for Planned Unit Development – Mixed Use ("PUD-MU") zoning and for the Property in conjunction with annexation; and

WHEREAS, Podtburg Dairy Limited Partnership, LLLP also applied for approval of an Outline Development Plan, which is attached hereto and incorporated herein by reference as Exhibit B; and

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

WHEREAS, on October 14, 2020, the Planning and Zoning Commission held a public hearing and recommended approval of PUD-MU zoning and approval of the Outline Development Plan for the Property; and

WHEREAS, on November 2, 2020, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, found that the requested zoning of the Property to PUD-MU and the associated Outline Development Plan conform to the Town's Comprehensive Plan.

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

1. Zoning of the Property known as The Podtburg Annexation Nos. 1-5 and more particularly described on the attached Exhibit A shall hereby be designated as PUD-MU.

2. The Outline Development Plan, attached hereto as Exhibit B, is hereby approved.

3. The Town Clerk is hereby directed to publish this Ordinance as required by the Town's Home Rule Charter and state law and, not earlier than forty (40) days of the effective date of this Ordinance, but promptly thereafter, file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 2nd day of November, 2020.

THE TOWN OF JOHNSTOWN SEAL

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Diana Seele
Diana Seele, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of __________________, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_________________________________
Diana Seele, Town Clerk

By:_________________________________
Gary Lebsack, Mayor

PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING.**

THENCE South 87° 11' 22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 11° 32' 58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 11° 30' 44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;
THENCE North 89° 54' 46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING.**

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;
THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (±).

PODTBURG ANNEXATION #3

A parcel of land being a portion of the West Half of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 780.56 feet to the **POINT OF BEGINNING.**

THENCE North 02° 15' 22" East a distance of 749.63 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 00° 02' 15" East along the Westerly Right of Way line of said Weld County Road 13 a distance of 750.00 feet;
THENCE South 00° 32' 02" West a distance of 3001.06 feet to the East line of the Southeast Quarter of said Section 13;
THENCE North 00° 36' 41" West a distance of 3002.53 feet to the Westerly Right of Way line of said Weld County Road 13;
THENCE North 00° 02' 15" West a distance of 750.00 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;
THENCE South 02° 19' 35" East a distance of 751.10 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #3 is 2.58 acres, more or less (±).

PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING.**

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;
The following Three (3) courses are along the Easterly Right of Way lines of Weld County Road 13.
THENCE South 00° 02' 15" East a distance of 1866.36 feet;
THENCE South 00° 02' 29" East a distance of 2648.03 feet;
THENCE South 00° 06' 39" West a distance of 1324.43 feet;
THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;
The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:
THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1
THENCE North 89° 44' 34" West a distance of 152.81 feet;
THENCE South 88° 54' 36" West a distance of 68.31 feet;
THENCE South 88° 58' 33" West a distance of 351.36 feet;
THENCE South 88° 41' 39" West a distance of 225.35 feet;
THENCE South 89° 11' 58" West a distance of 121.90 feet;
THENCE South 89° 47' 15" West a distance of 155.18 feet;
THENCE South 89° 38' 59" West a distance of 451.60 feet;
THENCE South 89° 26' 24" West a distance of 423.45 feet;
THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;
The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:
THENCE North 00° 03' 04" East a distance of 43.07 feet;
THENCE South 89° 56' 54" West a distance of 20.00 feet;
THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;
THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;
THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;
THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;
The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:
THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of 45° 56' 32", and is subtended by a Chord bearing North 77° 50' 10" East a distance of 90.07 feet to a Point of Tangency;
THENCE North 54° 51' 44" East a distance of 181.87 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of 66° 21' 24", and is subtended by a Chord bearing North 88° 02' 19" East a distance of 136.13 feet to a Point of Tangency;
THENCE South 58° 46' 59" East a distance of 133.41 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of 34° 15' 17", and is subtended by a Chord bearing South 75° 54' 49" East a distance of 113.82 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of 21° 42' 34", and is subtended by a Chord bearing South 82° 11' 10" East a distance of 283.73 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, A Delta of 27° 03' 40", and is subtended by a Chord bearing South 84° 51' 55" East a distance of 374.53 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of 60° 07' 42", and is subtended by a Chord bearing South 68° 19' 54" East a distance of 171.45 feet to a Point of Tangency;
THENCE South 38° 16' 02" East a distance of 117.93 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of 14° 31' 38", and is subtended by a Chord bearing South 45° 31' 53" East a distance of 58.45 feet to a Point of Tangency;
THENCE South 52° 47' 41" East a distance of 176.69 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of 33° 39' 29", and is subtended by a Chord bearing South 69° 37' 20" East a distance of 106.15 feet to a Point of Tangency;
THENCE South 86° 27' 04" East a distance of 88.57 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has Radius of 937.08 feet, a Delta of 08° 04' 13", and is subtended by a Chord bearing North 89° 30' 49" East a distance of 131.88 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of 41° 20' 12", and is subtended by a Chord bearing South 73° 51' 12" East a distance of 351.74 feet to a Point of Tangency;
THENCE South 53° 11' 05" East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;
THENCE North 00° 02' 29" West along said Westerly Right of Way line a distance of 2333.22 feet;
THENCE North 00° 02' 15" West continuing along said Westerly Right of Way line a distance of 1867.83 feet;
THENCE South 00° 36' 41" East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (±).

PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13:
THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING.**

THENCE North 89° 43' 17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;
The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.
THENCE South 00° 06' 39" West a distance of 1324.80 feet;
THENCE South 00° 06' 37" West a distance of 2649.04 feet;
THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;
THENCE South 89° 36' 32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;
THENCE South 89° 36' 32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;
THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;
THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;
THENCE North 00° 06' 15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;
THENCE North 89° 43' 17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: Second Reading Ordinance 2020-186

PRESENTED BY: Town Manager, Town Attorney

This ordinance was introduced to Council at the November 2, 2020 Council meeting.

Ordinance 2020-186, approves Podtburg Annexation Nos. 1-5 Annexation and Development Agreement. As per Council's request, Section 10 and Exhibit B of the Annexation and Development Agreement was amended. Section 10 was amended to read the owner shall have a non-potable system in place to the extent water is available for the golf course and common areas. Exhibit B was amended to reflect the additional water that will be dedicated to the Town.

LEGAL ADVICE: This ordinance was drafted by the Town Attorney

FINANCIAL ADVICE :
N/A

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-186

ORDINANCE APPROVING PODTBURG ANNEXATION #1-#5 ANNEXATION AND DEVELOPMENT AGREEMENT

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

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

WHEREAS, on November 2, 2020, the Town Council conducted a public hearing to consider a petition for annexation filed by Podtburg Dairy Limited Partnership, LLLP, a Colorado limited liability limited partnership, and Mary M. Knutson, an individual, for property situated in the West Half of Section 18, the West Half of Section 19, and the Northwest Quarter of Section 30, Township 4 North, Range 67 West and portions of Section 13, Section 24, and the North Half of Section 25, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 462.35 acres ("Property"); and

WHEREAS, subsequent to the public hearing, the Town Council adopted Ordinance No. 2020-185, annexing the Property; and

WHEREAS, in conjunction with the annexation, the Town and Podtburg Dairy Limited Partnership, LLLP, the property owner, negotiated and agreed upon an annexation and development agreement ("Agreement"); and

WHEREAS, the Agreement contains vested rights pursuant to Article XIII of Chapter 17 of the Johnstown Municipal Code and Article 68 of Title 24, C.R.S., as amended; and

WHEREAS, the Town Council has reviewed, and desires to approve, the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT: the Annexation and Development Agreement, Podtburg Annexation #1-#5, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 2nd day of November, 2020.

TOWN OF JOHNSTOWN, COLORADO

SEAL

ATTEST:

By: [signature]
Diana Seele, Town Clerk

By: [signature]
Gary Lebsack, Mayor

ANNEXATION AND DEVELOPMENT AGREEMENT
PODTBURG ANNEXATION #1-#5

THIS ANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this _____ day of November, 2020, by and between **Podtburg Dairy Limited Partnership, LLLP**, a Colorado limited liability limited partnership (*"Owner"*), and the **Town of Johnstown,** a home-rule municipal corporation of the State of Colorado ("Town") (collectively, the "Parties").

RECITALS:

WHEREAS, Owner owns 448.32 acres of real property more particularly described on **Exhibit A** attached hereto, incorporated herein, and made a part hereof (*"Property"*); and

WHEREAS, Owner desires to annex the Property to the Town and has executed a Petition for Annexation, dated February 28, 2020 (*"Petition"*),[1] a copy of which is on file with the Town Clerk; and

WHEREAS, contemporaneously with the Petition, Owner submitted a zoning application seeking Planned Use Development (*"PUD"*) zoning, and an outline development plan (the *"ODP"*), identifying and illustrating the proposed land uses and intended development of the Property (collectively, the *"Zoning Application"*); and

WHEREAS, Owner intends to develop the Property for certain residential uses, including single family and attached dwelling units, along with certain non-residential uses, including small-scale commercial, a golf course, clubhouse and related amenities, all as further described in the Zoning Application (the *"Project"*); and

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

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

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements as contemplated in this Agreement, are directly related to and generated by the development of the Property; and

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[1] The Property consists of 408.32 acres and two parcels collectively comprising 40 acres that were previously owned by Mary Knutson (the "Knutson Property") as of the date of the Petition. As of the date of this Agreement, Owner purchased the Knutson Property and is the sole owner of all of the property under the Petition.

WHEREAS, the Vested Property Rights Statute (as defined in Section 20) provides for the establishment of vested property rights in order to advance the purposes stated therein and, together with the Johnstown Municipal Code, authorizes the Town to enter into development agreements with landowners providing for vesting of property development rights for periods of greater than three years; and

WHEREAS, development of the Property in accordance with this Agreement will provide for orderly and well planned growth in accordance with the policies and goals set forth in the Johnstown Area Comprehensive Plan, stimulate economic growth within the Town, secure the reasonable investment-backed expectations of Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute; and

WHEREAS, in exchange for the foregoing benefits and the other benefits to the Town contemplated by this Agreement, together with the public benefits served by the orderly and well-planned development of the Property, Owner desires to proceed with development of the Property pursuant to the terms and conditions of this Agreement.

AGREEMENT

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

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

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

3. ***Owner.*** As used in this Agreement, the term "*Owner*" shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall include and be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties hereto. In the event of a lawful transfer of all or any portion of this Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property, provided that written notice is given to the Town as set forth in Section 34 of this Agreement.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to affect the annexation of the Property and the

other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

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

6. ***Zoning and Land Use.*** The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the Zoning Application and that the granting of such application, as modified and approved by Town Council, is a material consideration of the Owner's agreement to annex the Property to the Town. The Town specifically acknowledges and agrees that the Town's approval of a final, non-appealable ordinance zoning the Property to PUD is a condition precedent to the Owner's agreement to annex the Property. The Town agrees to consider the request for approval of the Zoning Application in accordance with all applicable ordinances and regulations of the Town.

7. ***Non-Conforming Use.*** The Town agrees to allow existing non-conforming agricultural use as a dairy farm at the current intensity of operation to continue until such time as the Property is platted or otherwise redeveloped. The current operations on the Property include twenty-two (22) existing structures as documented by Weld County Assessor records: three single family residences and agricultural/dairy buildings including shelters, barns, sheds, and silos, in addition to the associated cattle.

8. ***Water and Sewer Demand Study.*** In connection with the initial platting process for the Project, Owner shall submit to the Town a preliminary water and sewer demand analysis. It is expressly understood that the water demand analysis may include the use of a non-potable water system for the Project as further described in Section 10. The Parties recognize and agree that the estimate is preliminary and may need to be revised by Owner in connection with future final plat submittals. The Parties further recognize and agree that all water improvements and requirements for service for the Project will be set forth in subsequent agreements to be executed no later than at the time of final plat approval. All sewer improvements and requirement for service for the Project will be set forth, as appropriate, in a subsequent agreement between Owner and the Town or in an extra-territorial service agreement between Owner and the Town of Berthoud ("*Berthoud*"), as required by Berthoud and further described in Section 15.

9. ***Description of Water Rights; Water Rights Dedication.*** As of the Effective Date, Owner owns the water rights appurtenant to the Property, as described on **Exhibit B** attached hereto, incorporated herein, and made a part hereof. Owner shall dedicate all water rights and lateral ditch company rights appurtenant to the Property to the Town and such additional water rights as needed, at the time of each final plat for the Project, in the amount required by the water demand study submitted in connection with each such plat and as approved by the Town. Notwithstanding the foregoing, if the Project includes a non-potable water system that is

owned and maintained by a District (as such term is defined in Section 19), then, the Town may, pursuant to an intergovernmental agreement, authorize Owner to dedicate the water rights and lateral ditch company rights appurtenant to the Property to such District. In connection with Owner's dedication of water rights to the Town contemplated by this Section 9, Owner and the Town will enter into an agreement regarding the water rights and lateral ditch company rights which will provide, among other things, that such water rights and lateral ditch company rights will be available for use on the Property and will be considered appurtenant to the Property.

10. ***Non-potable Irrigation.*** To the extent water is available, Owner shall install a non-potable water system to provide irrigation water to the golf course, if constructed, on the Property and to the common areas within Property. In the Town's discretion, the non-potable water system may become an extension of the Town's water utility enterprise and be owned, operated and maintained by the Town after acceptance by the Town. In consideration of the reduced potable water demand that will be realized by the installation of a non-potable irrigation system, the amount of raw water to be dedicated to the Town for potable uses may be subject to a reduction in accordance with a Town-approved water demand analysis.

11. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town, including, but not limited to, police protection. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services. Owner further acknowledges that Berthoud will provide extra-territorial sewer service and that, until the Town's water infrastructure is installed, the Little Thompson Water District will provide water service in accordance with the LTWD IGA (as defined in Section 25). The Town agrees to assist Owner in obtaining water and sewer service as described herein.

12. ***Public Improvements.*** All public improvements required to serve the Project shall be designed and constructed to Town standards by Owner and at Owner's, or a developer's, expense. Owner further agrees to provide financial guarantees in the form of a bond, letter or credit or similar for construction of all required improvements in the amount required by the Town and to dedicate to the Town any or all of the improvements as required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a subsequent agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

13. ***Streets and Arterial Roads.*** On-site and required off-site streets shall be designed and constructed to Town standards by Owner at Owner's expense. Owner shall be entitled to reimbursement for oversizing of streets in accordance with the ordinances and policies of the Town.

14. ***Land Dedication and Open Space.*** Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the Town, subject to all existing matters of record except for any monetary liens, property for parks, public open space, trails, flood

plains in addition to easements and rights-of-way for streets and other public ways and for other public purposes, as required by Town ordinances and resolutions, in accordance with the ODP or as otherwise subsequently agreed upon by the Parties in writing. Such dedications shall occur as defined herein or at such time as the Town is ready to begin improvements, except that all perimeter street rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time due to a planned and pending project. The Town and Owner agrees that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

15. ***Water and Waste Water Utilities.***

a. *County Road 13 Water Improvements*. The Town's water facilities are not presently available to the Property. The Town agrees to design, finance and construct a water line and related improvements for service to the Property along County Road 13 to right of way that is adjacent to the Property (the "*Water Improvements*") within a timely manner. The Town has budgeted and appropriated funds to construct the Water Improvements and, as of the date hereof, without limiting its discretion, intends to include in the Town Budget for 2021 the remaining amount necessary for completion of the planned improvements. In the manner set forth below, Owner shall pay for the portion of the cost to design, finance and construct the Water Improvements, along with six percent (6%) interest or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, commencing from the date of completion until the date of repayment, that are installed to benefit and provide service to the Property, which portion shall be calculated based on the percentage of linear footage of the Water Improvements that are adjacent to the Property in relation to the total linear footage of the Water Improvements along County Road 13, and shall include, but not necessarily be limited to, the engineering, material and installation costs and the additional valving and waterline extensions installed for the Property. For illustrative purposes, if the Town installs 10,000 linear feet of a water line and related improvements along County Road 13 and 1,000 linear feet of the water line is adjacent to the Property, then Owner shall pay ten percent (10%) of the total cost of the Water Improvements in addition to the valving and extensions installed for the Property. Such reimbursement payment shall be due and owing within ten (10) days of approval of each final plat for the Property, or a portion thereof, in a prorated amount. For illustrative purposes, if the first final plat is for twenty five percent (25%) of the Property, Owner shall reimburse the Town for twenty five percent (25%) of the cost to design, finance and construct the portion of the Water Improvements that benefit and provide service to the Property, as calculated above.

b. *Owner Water Improvements*. Except as provided above, all water mains, lines and appurtenances shall be constructed to Town standards by Owner at Owner's expense.

c. *Off Site Sewer*. Sewer service to the Property is anticipated to be provided by Berthoud. The Town may, pursuant to that certain Intergovernmental Agreement with Berthoud dated July 28, 2005, as amended, petition to modify Berthoud's service area to include the Property through a 208 amendment approved by the North Front Range Water Quality Planning Association and agrees to work with Owner to take all steps necessary for such amendment process and file such petition upon Owner's request. When Owner commences the engineering design of the sanitary sewer infrastructure, Owner shall notify the Town in writing. In the Town's discretion and at the Town's expense, Owner's engineer may assist in the design of the Off Site Sewer Improvements which may be done in connection with the engineering process for the first final plat for the Property. When Owner commences construction of any portion of the Property subsequent to approval of a final plat for the Property or any portion thereof, Owner shall provide notice to the Town and the Town shall, within forty five (45) days of receipt of such notice, commence installation of a sewer line and related improvements from the existing Berthoud sewer lines to the Property boundary ("*Off Site Sewer Improvements*"). In order that the Town be in a position to commence construction within the time limit stated herein, the Town shall have previously designed the Off Site Sewer Improvements and shall have properly budgeted funds which schedule shall be communicated to Owner upon the submission of the first final plat application for the Property. The Town will own and maintain the Off Site Sewer Improvements upon completion, unless otherwise required by Berthoud to be owned by Berthoud. The Town shall not be obligated to design, finance and construct a lift station, but agrees, upon final acceptance, to own and maintain such improvement if it is ultimately required for the Project's sewer service and such construction cost shall be borne solely by Owner. Owner shall reimburse the Town for the cost to design, finance and construct the Off Site Sewer Improvements, along with six percent (6%) interest, or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, commencing from the date of completion until the date of repayment, and along with a reasonable administrative fee. Such reimbursement payment shall be due and owing within ten (10) days of approval of each final plat for the Property, or a portion thereof, in a prorated amount. For illustrative purposes, if the first final plat is for twenty five percent (25%) of the Property, Owner shall reimburse the Town for twenty five percent (25%) of the cost to design, finance and construct the Off Site Sewer Improvements. While the Town may, in its discretion, oversize the Off Site Sewer Improvements, Owner shall only remain obligated to reimburse the Town for the cost to design, finance and construct an eight inch sewer line, the minimum size required by the Johnstown Municipal Code, and related improvements, unless a larger sewer line is required to serve the Project or, at the time of construction, the Johnstown Municipal Code has been amended to increase the minimum required size.

d. *On Site Sewer Improvements*. All on-site sewer mains, lines and appurtenances shall be constructed to Town standards by Owner at Owner's expense.

e. *Oversizing*. Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure, as and when Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

16. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by the Owner to the Town in connection with the initial platting process for the Project. Improvements recommended by such study shall be completed as required for each phase or filing of development. Historical irrigation and drainage patterns shall be maintained on the Property to the extent feasible including no change in the quality, quantity, or point of discharge, except to the extent approved by the Town.

17. ***Reimbursements.*** To the extent water, sewer, storm drainage facilities or other utilities are oversized or extended onto the property by Owner or to the extent streets or street lighting or other public improvements are built or relocated off-site of the Property by Owner or by the Town, for benefit accruing to other parties, said improvements may be eligible for reimbursement. The Town agrees to use its best efforts to maximize the opportunity for, and amounts of reimbursement payable to Owner, in connection with the development of any other property connecting to or otherwise making use of any such improvements. The Town agrees to coordinate the execution and delivery of reimbursement agreements between the Town and the Owner to attempt to obtain reimbursement for Owner from the off-site benefitted property owners.

18. ***Limitation on Fee Impositions by the Town.*** The Property shall be subject to the Weld 5J School District school impact fee at the time of building permit for each dwelling unit in accordance with the requirements of Weld County 5J School District and the Johnstown Municipal Code. The Property will be subject to all other lawfully imposed impact and development fees at the time of building permit for each dwelling unit, including, but not necessarily limited to the: (i) parks and recreation facilities development fee; (ii) library and cultural facilities development fee; (iii) public facilities development fee; (iv) police facilities development fee; (v) transportation facilities development fee; and (vi) fire and emergency service provider facilities development fee.

19. ***Owners Associations and Special Districts***. Without any obligation under this Agreement to do so, Owner may, in accordance with the Town's policies and procedures in effect at the time of submission, apply to the Town for the creation of one or more special districts (individually, a "*District*," and collectively, the "*Districts*"), pursuant to Article 1, Title 32, C.R.S., and reserves the right to create one or more owner association(s) having as its members property owners within the Project (individually, an "*Association*" and collectively, the "*Associations*"). The Town covenants and agrees to act in good faith to review and process the same. The purposes of the District(s) and/or other Association(s) shall be, *inter alia*, to facilitate financing, maintenance, and/or development of the public infrastructure improvements and other public facilities for which Owner is or may become obligated under the terms in this Agreement. The formation documents of the District(s) and/or Association(s) shall require the District(s) and Association(s) to honor their obligations under this Agreement, and all obligations of Owner under this Agreement are to extend to the District(s) and/or Association(s). Upon notice to the Town and with the Town's written consent, which shall not be unreasonably withheld, Owner shall be entitled to assign to the District(s) and/or Association(s) all or any part of its obligations and rights under this Agreement with respect to the funding, construction, maintenance, reimbursements and/or other matters related to the infrastructure required to support the Project in accordance with the terms and conditions of this Agreement, on the condition that the obligations assigned to the District comply with the approved service plan.

20. **Vesting of Property Rights**. This Agreement and the ODP each constitute an approved "site-specific development plan" as defined in Colorado Revised Statutes §§ 24-68-101, *et seq*. (the "*Vested Property Rights Statute*"). Each subdivision plat, site plan, and each amendment to any of the foregoing, that Owner submits to the Town subsequent to the Effective Date shall, if Owner so requests, be processed as a "site specific development plan" as defined in the Vested Property Rights Statute. The vested property rights created in connection with such subsequently approved subdivision plats, site plans, and each amendment to any of the foregoing, shall be supplemental and in addition to those property rights initially vested through this Agreement as of the Effective Date (as such term is defined in Section 23), and shall be vested pursuant to the Vested Property Rights Statute.

(a) *Compliance with General Regulations*. Subject to the terms, conditions and limitations of the Vested Property Rights Statute and except as otherwise provided in this Agreement, the establishment of vested property rights pursuant to this Agreement shall not preclude the application on a uniform and non-discriminatory basis of Town regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, the Town Code, and other Town rules and regulations) or the application of state or federal regulations, as all of such regulations exist on the Effective Date or may be enacted or amended after the Effective Date. Owner does not waive its right to oppose the enactment or amendment of any such regulations.

(b) *Property Rights Vested*. Subject to the terms, conditions and limitations of the Vested Property Rights Statute and except as otherwise provided in this Agreement, the rights identified below shall constitute the vested property rights under this

Agreement commencing on the Effective Date and continuing until the fifteenth anniversary of the Effective Date, but shall not constitute the vested property rights with respect to subsequent site-specific development plans which, unless otherwise subsequently agreed in writing, shall vest as provided in, and for the time period contained in, the Vested Property Rights Statute:

(i) The right to develop, plan and engage in land uses within the Property in the order, at the rate and at the time as market conditions dictate, in a manner that is substantially consistent with the Project as described in this Agreement and in the ODP.

(ii) The right to commence and complete development of the Project (including, without limitation, the right to receive all Town approvals, permits and taps necessary for the development of the Project) with conditions, standards and dedications which are no more onerous than those imposed by the Town upon other developers in the Town on a uniform, non-discriminatory and consistent basis.

(iii) The right to apply for and, upon compliance with the terms and conditions of this Agreement and the Town Code, to receive grading permits, building permits, water taps, sewer taps, certificates of occupancy, and other permits necessary for development, construction and occupancy of improvements within the Project.

(iv) The right to have the Town accept and process in good faith and with reasonable diligence, all applications for subsequently required development approvals including, without limitation, each subdivision plat, site plan, and each amendment to any of the foregoing, as site specific development plans which, if approved, shall establish vested property rights pursuant to the Vested Property Rights Statute in the manner described therein.

21. ***No Obligation to Develop.*** Owner shall have no obligation to develop all or any portion of the Project and, except as provided herein, shall have no liability under this Agreement to the Town or to any other party for its failure to develop all or any part of the Project. If Owner commences development of all or any portion or phase of the Project, Owner shall be required to construct the public improvements required to support such development in accordance with the terms and conditions of this Agreement and any subdivision development and improvement agreement(s), or similar such agreement, which Owner and the Town may execute in connection with any subsequently obtained land use approval. Nothing in this Agreement shall be construed as relieving Owner of any obligation or liability for the failure to satisfy obligations set forth in a subdivision development and improvement agreement(s) or any other agreements executed between the Town and Owner after the Effective Date. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, if (i) Owner has not obtained a final plat for the Property or any portion thereof within five (5) years of the execution of this Agreement and (ii) the Town has installed the Water Improvements as provided in Section 15(a) above, then

the interest amount calculated for purposes of repayment to the Town shall be at a rate of nine percent (9%) or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, rather than the interest rate described in Section 15(a) above, commencing on the date of completion of the Water Improvements. In addition, if the Town installs the Off Site Sewer Improvements as provided in Section 15(c) above, and, within five (5) years of the completion of the construction, Owner has not obtained final plats for all the Property, then the interest amount calculated for purposes of repayment to the Town shall be at a rate of nine percent (9%) or an interest rate equivalent to the prime interest rate plus 2%, whichever is higher, rather than the interest rate described in Section 15(c) above, commencing on the date of completion of the Off Site Sewer Improvements.

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

23. ***Conditions Precedent to Legal Effectiveness of Annexation.***

(a) The Parties acknowledge and agree that the legal effectiveness of the annexation of the Property pursuant to Section 113(2)(b) of the Annexation Act is conditioned upon satisfaction of the following conditions, any one or more of which may be waived by Owner in its sole discretion. Concurrently with its approval of the annexation of the Property, the Town shall have approved the Zoning Application, as modified.

(b) Owner has the sole, exclusive and unilateral right to withdraw the Petition for the Property if there is a Legal Challenge (as defined below) to the ordinance annexing the Property, this Agreement or the ordinance zoning the Property by so notifying the Town Clerk in writing at any point prior to the latest to occur of: (i) the latest final, non-appealable approval of the final ordinance(s) or other final approval(s) approving (A) the annexation of the Property; (B) the Zoning Application; and (C) this Agreement; or (ii) final, non-appealable resolution of any Legal Challenge. For purposes of this Agreement, "Legal Challenge" means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the approval of the annexation of the Property, the Zoning Application, this Agreement or any of the Town's ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances.

(c) Prior to expiration of the period described in Section 23(b) without Owner having withdrawn the Petition for the Property, neither Owner nor the Town will record the ordinance annexing the Property, the ordinance zoning the Property or this

Agreement in the real property of the Clerk and Recorder of Weld County, Colorado (*"Records"*).

(d) It shall be a condition precedent to the effectiveness of this Agreement that the ordinance approving the annexation of the Property and the annexation map for the Property (collectively, the *"Annexation Instruments"*) be recorded as set forth in Section 113(2)(b) of the Annexation Act. The *"Effective Date"* of this Agreement shall be the date of the recordation of the Annexation Instruments as set forth therein.

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

25. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and the Town may request Owner to petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, but in event earlier than upon approval of the first final plat for the Project, Owner shall be required to pay sums due owing to the Little Thompson Water District from the Town pursuant to that certain Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009 (the *"LTWD IGA"*).

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

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

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

29. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. However, because certain of the provisions of this Agreement may involve areas of

legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement and no such warranty is made on the part of the Town.

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

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

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

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

(IV) Any other remedy available at law.

Unless necessary to protect the immediate public health, safety and welfare, the Town shall provide the Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town. Nothing contained herein shall limit the Town's rights under a subsequently executed subdivision development and improvement agreement and/or any other subsequently executed agreement related to the Property.

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

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

voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

32. ***General Provisions.*** The Town shall

(a) Cause its staff to review and timely approve or disapprove written submittal by Owner of any plans, specifications, drawings, details or other pertinent data required in connection with any water line, sanitary sewer line, storm drainage, or other utility serving the Property or any improvements within any dedicated right-of-way on the Property. Any disapproval shall set forth the items disapproved together with the reasons for such disapproval;

(b) Use its best efforts in securing, at Owner's expense, construction and maintenance agreements from governmental or private entities other than the Town which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner;

(c) Cooperate with Owner with any filing, applications, approvals, or other administrative procedures with governmental entities other than the Town which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner; and

(d) Not unreasonably withhold its consent or approval when any consent or approval is required.

Owner shall notify the Town of assignments and the name, address, telephone number, and electronic mail ("*e-mail*") address of the assignee and give notice as provided in Section 34 of this Agreement. Upon the sale or other transfer of any portion of the Property and due notice to the Town, the transferor of such portion shall be released from all liability and obligation under this Agreement which arise subsequent to the transfer relating to such portion and all such subsequent liabilities and obligations shall be assumed by the transferee (unless transferee is a purchaser of a residential dwelling unit or a governmental entity).

33. ***Special Provisions.***

(a) Once adopted, Owner shall be required to comply with the requirements of the appropriate design guidelines for this area.

(b) Owner shall adequately address all referral comments to the satisfaction of the Town.

(c) ***Design Guidelines.*** In connection with the initial platting for the Project, Owner and the Town agree to jointly develop design guidelines for the Property addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property ("*Design Guidelines*"). The Design Guidelines shall be enforceable upon approval of Town Council and may be amended from time to time upon consent of Owner and approval of Town Council. The Design Guidelines shall be applied to development within the Property. All individual development projects proposed within the Property shall be subject to review by a delineated design review committee and the Johnstown Design Review Committee. It shall be the responsibility of the design review committees to decide if an individual project within the Property complies with the standards, as well as to interpret and enforce other provisions and conditions, of the Design Guidelines. With respect to matters set forth in the Design Guidelines, the Owner shall not have any further formal (other than administrative) review by the Town for the individual projects. The Design Guidelines shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

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

Notice to Town:	Town of Johnstown Attn: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Mlecerf@townofjohnstown.com
With copy to:	Law Office of Avi S. Rocklin, LLC Town Attorney 1437 N. Denver Avenue #330 Loveland, CO 80538 avi@rocklinlaw.com
Notice to Owner:	Podtburg Dairy Limited Partnership, LLLP 37905 WCR 35 Eaton, CO 80615 Attention: Greg Podtburg gregpodtburg@yahoo.com
With copy to:	Foster Graham Milstein & Calisher, LLP 360 S. Garfield Street, Suite 600 Denver, CO 80209 Attn: Keirstin K. Beck kbeck@fostergraham.com

Notwithstanding the foregoing, notice may be provided by e-mail on the condition that the receiving party (i) acknowledges receipt of the e-mail and (ii) does not promptly object to the form of notice.

35. ***Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. § 31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

36. ***Cost Reimbursement to Town:*** To the extent required by Town, Owner shall reimburse Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of the annexation.

37. ***Default.*** In the event of default by either party hereunder the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the Parties shall participate in mediation at a location that is not more than sixty miles from the Property, the costs of which shall be shared equally by the Parties. If mediation is not successful after ninety (90) days, either party may then commence an action in a court of competent jurisdiction in Weld County, Colorado, and shall be entitled to such remedies as are provided by law.

38. ***No Third Party Rights.*** Except as otherwise provided herein, this Agreement is made solely for the benefit of the Parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

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

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

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

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

43. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the Parties and all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. References to Owner's obligations herein are meant, unless the context otherwise indicates, to include subsequent property owners and developers. This Agreement shall be recorded in the Records as set forth herein, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

44. ***Entire Agreement.*** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties, except as that provided in the Cost Agreement and Funds Deposit Agreement executed by Owner and filed with the Town Clerk.

45. ***Amendment.*** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in Section 9 of the Agreement.

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

[Signature pages attached]

ATTEST:

By:_____________________________________
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO,
A MUNICIPAL CORPORATION

By:_____________________________________
Gary Lebsack, Mayor

OWNER:

PODTBURG DAIRY LIMITED PARTNERSHIP, LLLP,
a Colorado limited liability limited partnership

By: ______________________
Name: GREG PODTBURG
Its: Owner

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 25th day of Oct, 2020, by Greg Podtburg, as owner of Podtbutrg Dairy Limited Partnership, a Colorado limited liability limited partnership.

Witness my hand and official seal.

SARAH SMITH
Notary Public - State of Colorado
Notary ID 20184006566
My Commission Expires Feb 8, 2022

Sarah Smith
Notary Public
My Commission Expires: 2·8·2022

EXHIBIT A
LEGAL DESCRIPTION

PROPERTY

PODTBURG ANNEXATION #1

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 30.04 feet to a Southerly line of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County and to the **POINT OF BEGINNING.**

THENCE South 87° 11' 22" East a distance of 30.04 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 11° 32' 58" West a distance of 149.36 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 11° 30' 44" West a distance of 150.80 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of said Maplewood Acres Annexation to the Town of Johnstown;
THENCE North 89° 54' 46" East along a Southerly line of said Maplewood Acres Annexation a distance of 30.00 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #1 is 0.10 acres, more or less (±).

PODTBURG ANNEXATION #2

A parcel of land being a portion of the Northwest Quarter of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the Northeast Quarter of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 177.85 feet to the **POINT OF BEGINNING.**

THENCE North 11° 32' 58" East a distance of 149.36 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;

THENCE South 02° 15' 22" West a distance of 749.63 feet to the East line of the Northeast Quarter of said Section 13;
THENCE North 02° 19' 35" West a distance of 751.10 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;
THENCE South 11° 30' 44" East a distance of 150.80 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #2 is 0.42 acres, more or less (±).

PODTBURG ANNEXATION #3

A parcel of land being a portion of the West Half of Section Eighteen (18), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of the East Half of Section Thirteen (13), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 780.56 feet to the **POINT OF BEGINNING.**

THENCE North 02° 15' 22" East a distance of 749.63 feet to the intersection of the Easterly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46;
THENCE South 00° 02' 15" East along the Westerly Right of Way line of said Weld County Road 13 a distance of 750.00 feet;
THENCE South 00° 32' 02" West a distance of 3001.06 feet to the East line of the Southeast Quarter of said Section 13;
THENCE North 00° 36' 41" West a distance of 3002.53 feet to the Westerly Right of Way line of said Weld County Road 13;
THENCE North 00° 02' 15" West a distance of 750.00 feet to the intersection of the Westerly Right of Way line of Weld County Road 13 and the Southerly Right of Way line of Weld County Road 46, said point also being the Southwesterly corner of Maplewood Acres Annexation to the Town of Johnstown recorded March 25, 2009 as Reception No. 3612645 in the Records of Weld County;
THENCE South 02° 19' 35" East a distance of 751.10 feet to the East line of the Northeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #3 is 2.58 acres, more or less (±).

PODTBURG ANNEXATION #4

A parcel of land being a portion of the West Half of Section Eighteen (18) and the Northwest Quarter of Section Nineteen (19), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

the East Half of Section Thirteen (13) and the North Half of Section Twenty-four (24), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 1134.55 feet to the **POINT OF BEGINNING.**

THENCE North 00° 32' 02" East a distance of 3001.06 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way lines of Weld County Road 13.

THENCE South 00° 02' 15" East a distance of 1866.36 feet;
THENCE South 00° 02' 29" East a distance of 2648.03 feet;
THENCE South 00° 06' 39" West a distance of 1324.43 feet;
THENCE South 89° 43' 17" West a distance of 2680.42 feet to the Northeast Corner of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866;

The following Ten (10) courses are along the Easterly, Southerly, and Westerly lines of Tract D-1 of said Northmoor Acres Second Filing:

THENCE South 00° 06' 15" West a distance of 13.89 feet to the Southeast Corner of said Tract D-1
THENCE North 89° 44' 34" West a distance of 152.81 feet;
THENCE South 88° 54' 36" West a distance of 68.31 feet;
THENCE South 88° 58' 33" West a distance of 351.36 feet;
THENCE South 88° 41' 39" West a distance of 225.35 feet;
THENCE South 89° 11' 58" West a distance of 121.90 feet;
THENCE South 89° 47' 15" West a distance of 155.18 feet;
THENCE South 89° 38' 59" West a distance of 451.60 feet;
THENCE South 89° 26' 24" West a distance of 423.45 feet;
THENCE South 89° 05' 24" West a distance of 649.81 feet to an Easterly line of Wilson Ranch Annexation to the Town of Berthoud recorded April 23, 2004 as Reception No. 3173568;

The following Four (4) courses are along the Easterly lines of said Wilson Ranch Annexation:

THENCE North 00° 03' 04" East a distance of 43.07 feet;
THENCE South 89° 56' 54" West a distance of 20.00 feet;
THENCE North 00° 03' 04" East a distance of 1331.68 feet to the North line of the Northwest Quarter of Section 24;
THENCE North 00° 03' 04" East a distance of 30.00 feet to the Northerly Right of Way of Weld County Road 44;
THENCE North 89° 55' 24" East along said Northerly Right of Way line of Weld County Road 44 a distance of 2620.33 feet to the West line of the Southeast Quarter of said Section 13;
THENCE North 00° 02' 05" West along said West line a distance of 857.85 feet to the Southwest corner of Lot B of Recorded Exemption No. 1061-13-4 RE-3863;

The following Seventeen (17) courses are along the Southerly lines of Lot B of Recorded Exemption No. 1061-13-4 RE-3863 recorded October 18, 2004 as Reception No. 3228383 of the Records of Weld County:

THENCE South 79° 11' 49" East a distance of 251.09 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 92.52 feet, said curve has a Radius of 115.39 feet, a Delta of 45° 56' 32", and is subtended by a Chord bearing North 77° 50' 10" East a distance of 90.07 feet to a Point of Tangency;
THENCE North 54° 51' 44" East a distance of 181.87 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Southeast a distance of 144.05 feet, said curve has a Radius of 124.38 feet, a Delta of 66° 21' 24", and is subtended by a Chord bearing North 88° 02' 19" East a distance of 136.13 feet to a Point of Tangency;
THENCE South 58° 46' 59" East a distance of 133.41 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 115.53 feet, said curve has a Radius of 193.24 feet, a Delta of 34° 15' 17", and is subtended by a Chord bearing South 75° 54' 49" East a distance of 113.82 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 285.43 feet, said curve has a Radius of 753.31 feet, a Delta of 21° 42' 34", and is subtended by a Chord bearing South 82° 11' 10" East a distance of 283.73 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 378.03 feet, said curve has a Radius of 800.39 feet, A Delta of 27° 03' 40", and is subtended by a Chord bearing South 84° 51' 55" East a distance of 374.53 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 179.58 feet, said curve has a Radius of 171.12 feet, a Delta of 60° 07' 42", and is subtended by a Chord bearing South 68° 19' 54" East a distance of 171.45 feet to a Point of Tangency;
THENCE South 38° 16' 02" East a distance of 117.93 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 58.61 feet, said curve has a Radius of 231.16 feet, a Delta of 14° 31' 38", and is subtended by a Chord bearing South 45° 31' 53" East a distance of 58.45 feet to a Point of Tangency;
THENCE South 52° 47' 41" East a distance of 176.69 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northeast a distance of 107.69 feet, said curve has a Radius of 183.32 feet, a Delta of 33° 39' 29", and is subtended by a Chord bearing South 69° 37' 20" East a distance of 106.15 feet to a Point of Tangency;
THENCE South 86° 27' 04" East a distance of 88.57 feet to a Point of Curvature;
THENCE along the arc of a curve concave to the Northwest a distance of 131.99 feet, said curve has Radius of 937.08 feet, a Delta of 08° 04' 13", and is subtended by a Chord bearing North 89° 30' 49" East a distance of 131.88 feet to a Point of Return Curvature;
THENCE along the arc of a curve concave to the Southwest a distance of 359.49 feet, said curve has a Radius of 498.28 feet, a Delta of 41° 20' 12", and is subtended by a Chord bearing South 73° 51' 12" East a distance of 351.74 feet to a Point of Tangency;
THENCE South 53° 11' 05" East a distance of 63.29 feet to the Westerly Right of Way line of Weld County Road 13;
THENCE North 00° 02' 29" West along said Westerly Right of Way line a distance of 2333.22 feet;
THENCE North 00° 02' 15" West continuing along said Westerly Right of Way line a distance of 1867.83 feet;
THENCE South 00° 36' 41" East a distance of 3002.53 feet to the East line of the Southeast Quarter of said Section 13 and to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #4 is 212.76 acres, more or less (±).

PODTBURG ANNEXATION #5

A parcel of land being a portion of the West Half of Section Nineteen (19) and the Northwest Quarter of Section Thirty (30), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) and a portion of

Section Twenty-four (24) and the Northeast Quarter of Section Twenty-five (25), Township Four North (T.4N.), Range Sixty-eight West (R.68W.), Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado:

COMMENCING at the Northeast Corner of said Section 13 and assuming the East line of the Northeast Quarter of Section 13 as bearing South 00°02'15" East a distance of 2647.90 feet with all other bearings contained herein relative thereto:

THENCE South 00°02'15" East along the East line of the Northeast Quarter of said Section 13 a distance of 2647.90 feet to the East Quarter Corner of Section 13;
THENCE South 00°02'29" East along the East line of the Southeast Quarter of said Section 13 a distance of 2647.99 feet to the Southeast Corner of said Section 13:
THENCE South 00°06'39" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 24 a distance of 1324.59 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 24 and to the **POINT OF BEGINNING.**

THENCE North 89° 43' 17" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 13;

The following Three (3) courses are along the Easterly Right of Way line of said Weld County Road 13.

THENCE South 00° 06' 39" West a distance of 1324.80 feet;
THENCE South 00° 06' 37" West a distance of 2649.04 feet;
THENCE South 00° 06' 37" West a distance of 29.74 feet to the Easterly prolongation of the Southerly Right of Way line of Weld County Road 42;
THENCE South 89° 36' 32" West along said Easterly prolongation of the Southerly Right of Way line of Weld County Road 42 a distance of 29.74 feet;
THENCE South 89° 36' 32" West continuing along the Southerly Right of Way line of said Weld County Road 42 a distance of 2650.03 feet;
THENCE North 00° 23' 48" West a distance of 30.00 feet to the South Quarter Corner of said Section 24;
THENCE North 00° 06' 15" East along the Easterly line of Northmoor Acres Second Filing recorded March 20, 1972 as Reception No. 1585866 of the Records of Weld County a distance of 3964.93 feet to the Southeast Corner of Tract D-1 of said Northmoor Acres Second Filing;
THENCE North 00° 06' 15" East continuing along the Easterly line of said Northmoor Acres Second Filing a distance of 13.89 feet to the Center-North Sixteenth Corner of said Section 24;
THENCE North 89° 43' 17" East along the South Line of the North Half of the Northeast Quarter of said Section 24 a distance of 2650.42 feet to the **POINT OF BEGINNING.**

TOTAL ANNEXED AREA for the Podtburg Annexation #5 is 246.49 acres, more or less (±).

EXHIBIT B
WATER RIGHTS

Farmers Extension - 13 shares

Ish Reservoir - 21 shares

Highland Ditch - 10 shares

Bunyan Lateral - 23 shares

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 16, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

Upcoming Town Council 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):

- 12/07/2020 – Regular Town Council Meeting
- 12/14/2020 – Special Called Meeting
- 12/21/2020 – Regular Town Council Meeting

Administration, Finance, & Planning

- *TDS Internet Outage* – The Community has experienced recent internet outages for those who are TDS customers on both Friday October 30 and Tuesday November 3. We have a meeting scheduled to discuss the recent outages with TDS in early December. It is important to note that the Town does have a franchise agreement with TDS, but this franchise agreement is NON-EXCLUSIVE. What this means is any other company who wants to provide cable service to the community is welcome to come into Town and do so. Additionally, those that desire to have different internet service, those Internet Service Providers are not required to have a franchise agreement and can also come into Town at their discretion. We the Town believe that having this free market system can create competition for the benefit of the customer. In April 2019, the citizens approved the SB 152 removal which allows for municipalities to expand into broadband service. This can be done exclusively by the Town or through a public-private partnership. One of the many items in the budget for 2021 is a study to evaluate the marketing and financial feasibility study of such a program to explore the possibility of such a program.

- *Town Facilities* – Town facilities have been closed until at least December 1 to the public as the State continues to experience increased levels of COVID cases. On November 30, we will evaluate the condition to determine if we are able to reopen or not. This is in an effort to support safety of both our employees and the public. We are operating on levels in the offices for essential personnel only and are committed to ensuring the expected levels of customer service expected by our customers.
- *Comprehensive Plan* – A "Discussion Draft" of the Johnstown Area Comprehensive Plan has been posted to the Town's website and emailed to stakeholders for public review and comment. We will incorporate changes to this draft as we receive comments over the next month, including continuing to build on the plan's graphics. A "Final Draft" version is anticipated in mid-to-late December, depending on the feedback we receive.
- *OmniTrax Crossing at Centennial / CR46.*5 – Staff is working with the Johnstown Farms developer and OmniTrax railroad for a series of crossing agreements for public infrastructure across this railroad right-of-way.
- *38th Annual State Demography Summit* – The Planning Director attended the virtual summit on Wednesday, October 28th. Information and sessions presented can be found at: Demography Summit. Johnstown population estimates were reported as July 2010, 10,096; July 2019, 15,106; a 49.6% increase. Town Staff expects to see a higher count with the 2020 census results.
- *Weld County Comprehensive Plan* – Weld County BOCC held final hearing on the "Weld 2020" proposed Comprehensive Plan (Chapter 22 of County Code), on November 9th; accompanying Future Land Use Map can be found here.
- *Sales Tax Revenues* – The 3rd Quarter Sales Tax Analysis has been included for your review. Sales taxes through the end of September are showing a 31.29% increase over the same period last year while vehicle use taxes are showing a 13.36% decrease. Overall, the Town is showing an increase of 20.49%. We believe a large portion of the increase can be attributed to online sales that charge sales tax at the point of delivery versus at the point of sale where the brick and mortar business is located.
- *County Tax Liens* – Accounts have been reviewed and are being prepared for tax liens on past due utilities and outstanding abatements.
- *1099 Updates* – Town staff is participating in 1099 training as the requirements have recently changed.
- *Liquor License* – Bad Daddy's Burger Bar was recently approved for a Temporary Modification of Premises Alcohol Beverage License. The modified premises will include the tent that will be erected next to their patio.
- *Business License Software* – Staff has been trained on the new business license software. Renewal letters will be sent out within the next few weeks.

Police Department

Training

- *NIBERS Training* – Meagan Moore and Christy Adair recently attended NIBRS training. This course covered the topics of accuracy of NIBRS data, improving the quality of police reports, identifying the most common mistakes made when entering data which officers, if any, are making a lot of mistakes, and.
- *Simunitions Training* – The entire department was trained in force on force, utilizing Simuntion guns and rounds. Officers were placed in numerous real-life scenarios to see how they would react to the problem that was facing them and then evaluated on their response.
- *Civilian Active Shooter Training* – Lt. Oglesby trained new civilian office personnel in CRASE (Civilian Response to Active Shooter Events).

Public Works Department

Streets, Stormwater, & Parks

- *Public Works Roof* – Roof replacement has begun on the Public Works building. The new roof should be completed the week of November 9.
- *Patching* – Approximately 400 pounds of asphalt has been placed around Town. Crews continue to monitor roadways for pot holes and any other necessary street repairs.
- *Trickle Channel* – The concrete trickle channel located at Aragon park has been cleaned out. The west section that wasn't completed prior should be finished within 2-3 weeks.
- *Cemetery* – Winterization continues at the cemetery. Crews are cleaning up the grounds and finishing the sodding for the season.
- *Grading* – Grading of County Roads 42, 44, 46, 3 and 20C continues. County Road 46 has seen increased traffic due to work being done on County Road 15 by Thornton Water and thus has required extra attention.
- *Thornton Water Project* – Scott Contracting installed water lines for the City of Thornton across on County Road 15 just south of County Road 46. This is the same area that we installed a new storm sewer and freshly paved road for the Johnstown Village development. Repair of road will entail milling 2 inches of existing road 200 ft north and south of their trench, and paving 400 ft of roadway as part of agreement for crossing our roadway. Flow fill was also installed in the trench to prevent any settling in the future.
- *Lone Tree Pump House* – The Lone Tree project is almost complete. All new pumps have been installed. The final electrical inspection and test of SCADA system will be done the week of November 9. This pump station should be back on-line the week of November 16.
- *VFD Water Plant* – The VFD for the 250 hp pump at the Water Plant that feeds the north-end of Town recently went down. This is one of two units that help supply water to the 2534 area. Cost of VFD is $18,000 and is three weeks out for delivery. The second VFD's cooling fan is vibrating and we have an electrician trying to repair the fan before it burns out the drive. We are hoping to keep it running until the new VFD arrives, and then replace it at the beginning of 2021. If both go out, we will be forced to go on emergency water connections.

- *CDPHE Violation* – The State has submitted a violation notice to the Town for a Treatment Technique Violation. This Violation is a Tier Two violation that requires public notification to all consumers before November 28, 2020. This violation was caused by insufficient TOC (Total Organic Carbon) removal. The samples that caused this tier two violation were collected in May, June, and July. The State requires 35-45% removal and our filters removed the following: *May*- 37%, June 29%, and only 3% in July. These sample results caused the TOC Rolling Annual Average (RAA) to drop below the ratio of what was required to be removed and what was actually removed. This attributed to the Raw Water TOC being uncharacteristically low. We have requested assistance from CDPHE to visit our plant for some onsite training and operations of our facility so our team understands and knows how to adjust for fluctuations on levels in our water treatment system.

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: Amended Proposed 2021 Budget

PRESENTED BY: Mitzi McCoy, Finance Director

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes 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 2021 Budget.

The original proposed 2021 budget was presented to the Town Council on September 14, 2020 and October 13, 2020. The proposed budget that was originally presented to the Town Council has been amended to reflect Council suggestions, updates to revenue projections for property taxes as well as other changes that better reflect the current and expected future financial position of the Town.

The amended 2021 Proposed Budget includes a number of important features including the continuation of core services provided by the Town, including police services, planning services, water, sewer, and storm utility services, parks and open space maintenance, cemetery maintenance, municipal courts, transportation networks, infrastructure, building and construction oversight, and various administrative duties including human resources, finance and administration.

In addition to the core services, a number of capital items that will produce significant outcomes for the community are also addressed in the budget. These improvements are a result of the Council goals and objectives and implementation of the various plans that have been developed with the Council, Staff and most importantly, the Community. Some of the more notable items that have been included in the budget are as follows:

- General Fund
    - Upgrades to the audio/visual system in Council chambers
    - SEPCDPHE settlement

  - Rebranding campaign
  - Design for Police Department expansion
  - Parking lot sealing for Community Center, Police Department
  - HVAC repairs/improvements
- Parks and Open Space Fund
  - Trail projects
  - Tree voucher program
  - Cemetery garage
  - Cemetery irrigation improvements
- Street and Alley Fund
  - Estes drainage project
  - Charlotte street/drainage design
- Capital Projects Fund
  - I-25 Interchange construction
  - 2nd Street bridge
- Water Fund
  - South water tank construction
  - Design water plant expansion
  - Hwy 60 water line loop
  - Lone T line to lake
  - Carbon feeder
  - Tank roof repairs
  - Generators at Lone Tree
- Storm Water Fund
  - Old town drainage improvement
- Sewer Fund
  - Low Point construction
  - Clearview construction
  - Central Phase 1 construction
  - Design of Central Waste Water Treatment Plant
  - Design of North Interceptor

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 2021.

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.

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2021

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	25,800	197,800	9,000	1,388,600	1,621,200	54,000	-	-	1,675,200
Town Manager	541,750	226,810	28,420	156,300	953,280	15,000	-	-	968,280
Town Clerk	292,040	81,440	32,025	8,380	413,885	-	-	-	413,885
Finance	127,580	121,750	8,900	7,000	265,230	-	-	-	265,230
Planning	281,720	332,190	21,600	6,230	641,740	-	-	-	641,740
Bldg Inspections	67,000	185,180	5,970	1,200	259,350	-	-	-	259,350
Police	2,985,553	265,340	219,250	97,200	3,567,343	71,500	126,350	-	3,765,193
Public Works	173,510	16,170	18,395	6,300	214,375	-	-	-	214,375
Buildings	-	164,500	12,500	20,800	197,800	114,500	-	-	312,300
Totals	$4,494,953	$1,591,180	$356,060	$1,692,010	$8,134,203	$255,000	$126,350	$0	$8,515,553
Total Cash Available									$ 51,543,916
Ending Fund Balance									$ 43,028,363
% of Total Budget	52.79%	18.69%	4.18%	19.87%	95.52%	2.99%	1.48%	0.00%	100.00%
2019 Actuals	32,750,005								

	GENERAL FUND REVENUES	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	ADVALOREM TAXES				
10.01.3110.00	PROPERTY TAXES - WELD	3,853,035	3,941,021	3,860,000	3,967,216
10.01.3112.00	PROPERTY TAXES - LARIMER	4,338,560	3,480,084	4,340,000	4,294,171
	SUBTOTAL	8,191,595	7,421,105	8,200,000	8,261,387
	SALES TAX				
10.01.3120.00	SALES TAX - STATE	3,932,125	4,500,000	5,600,000	5,896,405
10.01.3122.00	USE TAX - BUILDING	611,678	-	700,000	220,020
	SUBTOTAL	4,543,803	4,500,000	6,300,000	6,116,425
	EXCISE TAX				
10.01.3130.00	LODGING TAX	56,618	115,000	75,000	75,000
10.01.3150.00	TOBACCO TAX	19,305	21,835	21,835	22,000
10.01.3160.00	SEVERANCE TAX	207,062	148,000	207,061	75,000
	SUBTOTAL	282,984	284,835	303,896	172,000
	FRANCHISE TAX				
10.01.3180.00	FRANCHISE TAX-CABLE	15,899	24,200	23,000	23,000
10.01.3184.00	FRANCHISE TAX - ELECTRIC & GAS	227,955	400,940	320,000	350,000
	SUBTOTAL	243,854	425,140	343,000	373,000
	LICENSES, PERMITS, & SERVICE CHARGES				
10.01.3210.00	BUSINESS LICENSES	13,351	22,000	14,500	16,250
10.01.3215.00	CONTRACTORS LICENSES	23,700	2,000	23,700	16,250
10.01.3220.00	DOG LICENSE/FEES	958	1,750	1,000	1,500
10.01.3225.00	FISHING LICENSE	0	1,200	-	-
10.01.3230.00	LIQUOR LICENSE	3,949	3,500	3,950	3,500
10.01.3510.00	ABATEMENT FEES	5,376	-	-	-
10.01.3520.00	ADMINISTRATIVE FEES	5,654	-	5,900	4,000
10.01.3530.00	BUILDING PERMITS	550,391	500,000	600,000	500,000
10.01.3546.00	PLAN REVIEW FEE	50	-	50	-

	GENERAL FUND REVENUES	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
10.01.3548.00	ZONING/SUBDIVISION FEES	0	20,000	-	2,000
10.01.3565.00	FACILITY RENTAL FEES	10	5,000	10	350
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	365,468	82,125	372,000	109,950
10.01.3760.00	PUBLIC FACILITITES IMPACT FEES	787,772	184,625	787,800	238,350
	SUBTOTAL	1,756,680	822,200	1,808,910	892,150
	FINES, FORFEITURES, & PD FEES				
10.01.3310.00	COURT REVENUES	99,277	150,000	118,000	108,000
10.01.3320.00	COURT SURCHARGE	11,662	21,000	14,700	14,000
	SUBTOTAL	110,939	171,000	132,700	122,000
	OTHER REVENUES				
10.01.3960.00	INTEREST INCOME	140,687	288,000	160,000	112,000
10.01.3970.00	MISC REVENUE	17,956	11,000	18,000	11,000
10.01.3985.00	REFUND OF EXPENDITURES	154,581	183,000	556,665	100,000
10.01.3990.00	RENT INCOME	4,200	7,200	7,200	7,200
	SUBTOTAL	317,423	489,200	741,865	230,200
	REVENUE FROM OTHER AGENCIES				
10.01.3420.00	ROYALTIES	129,015	15,000	129,100	40,000
10.01.3440.00	STATE GRANTS	6,970	15,000	15,000	10,000
	SUBTOTAL	135,986	30,000	144,100	50,000
	EVENTS & COMMUNITY ACTIVITIES				
10.01.3953.00	DONATIONS/COMMUNITY ACTIVITIES	79	6,000	500	500
	SUBTOTAL	79	6,000	500	500
	TOTAL FUND REVENUES	**15,583,343**	**14,149,480**	**17,974,971**	**16,217,662**
	INTRAGOVERNMENTAL REVENUES				
10.01.3999.00	TO LIBRARY	(883,394)	(1,022,660)	(1,104,381)	(1,138,455)

		2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	GENERAL FUND REVENUES				
10.01.3999.00	TO SEWER FUND	0	(10,000,000)	(10,000,000)	-
10.01.3999.00	TO WATER FUND	0	-	-	(5,000,000)
10.01.3999.00	FROM REC CENTER	0	-	2,136,360	-
10.01.3999.00	TO REC CENTER	0	(600,000)	(600,000)	(750,000)
10.01.3999.00	TO STREETS	0	(2,000,000)	(2,000,000)	-
10.01.3999.00	TO TAX FUND	0	(475,000)	(475,000)	(354,800)
	SUBTOTAL	(883,394)	(14,097,660)	(12,043,021)	(7,243,255)
	TOTAL FUND REVENUES W/TRANSERS	14,699,949	51,820	5,931,950	8,974,407
	Beginning Balance:				
	UNRESTRICTED CASH BALANCE FORWARD				42,569,509
	TOTAL ANTICIPATED FUNDS AVAILABLE				51,543,916

TOWN COUNCIL

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
10.10.4001.00	Salaries	$ 17,800	22,800	22,800	22,800
10.10.4010.00	Payroll Taxes	$ 1,362	1,800	1,800	1,800
10.10.4025.00	Workers Compensation	$ 34	1,200	1,200	1,200
	Total Personnel Services	$ 19,196	$ 25,800	$ 25,800	$ 25,800
	Contractual Services				
10.10.4100.00	Audit	$ 8,500	15,000	15,000	18,000
10.10.4135.00	Other Contractual Services	$ 13,198	30,000	14,000	21,800
10.10.4145.00	Printing & Advertising	$ 9,724	16,000	13,000	12,000
10.10.4150.00	Professional Services	$ 53,220	91,500	91,500	131,000
10.10.4180.00	Travel & Training	$ 129	15,500	1,200	15,000
	Total Contractual Services	$ 84,770	$ 168,000	$ 134,700	$ 197,800
	Commodities				
10.10.4310.00	Computers & Software	$ 5,067	22,500	22,500	4,000
10.10.4385.00	Supplies - General	$ 7,256	7,500	8,500	4,000
10.10.4400.00	Supplies - Office	$ 583	-	1,000	1,000
	Total Commodities	$ 12,906	$ 30,000	$ 32,000	$ 9,000
	Other Charges				
10.10.4530.00	Election Expenses	$ 29,084	22,200	29,083	-
10.10.4540.00	Insurance	$ 35,961	57,300	57,300	79,800
10.10.4560.00	Memberships & Subscriptions	$ 30,658	38,400	38,400	47,800
10.10.4570.00	Miscellaneous	$ 262,100	636,500	700,000	1,261,000
	Total Other Charges	$ 357,804	$ 754,400	$ 824,783	$ 1,388,600
	Capital - $5,000/item min.				
10.10.4830.00	Equipment	$ -	-	28,000	54,000
10.10.4880.00	Water Shares	$ -	-	687,500	-
	Total Capital		$ -	$ 715,500	$ 54,000
	Total Budget Request	**$ 474,676**	**$ 978,200**	**$ 1,732,783**	**$ 1,675,200**

TOWN MANAGER

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
10.20.4001.00	Salaries	$ 104,732	242,600	242,600	238,000
10.20.4002.00	Overtime	$ -	0	0	500
10.20.4010.00	Payroll Taxes	$ 7,772	18,050	18,050	18,100
10.20.4020.00	Unemployment Taxes	$ 1,080	2,150	2,150	2,150
10.20.4025.00	Workers Compensation	$ 390	3,000	3,000	3,000
10.20.4030.00	Group Insurance	$ 14,607	63,800	63,800	48,500
10.20.4035.00	Retirement Contribution	$ 8,093	12,450	12,450	16,900
10.20.4040.00	Automobile Allowance	$ -	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	$ -	600	600	600
	Total Personnel Services	$ 136,674	$ 348,650	$ 348,650	$ 333,750
	New Personnel				
10.20.4001.00	Salaries	$ -	-	-	140,000
10.20.4010.00	Payroll Taxes	$ -	-	-	10,800
10.20.4020.00	Unemployment Taxes	$ -	-	-	1,400
10.20.4025.00	Workers Compensation	$ -	-	-	1,500
10.20.4030.00	Group Insurance	$ -	-	-	43,800
10.20.4035.00	Retirement Contribution	$ -	-	-	10,500
	Total New Personnel	$ -	$ -	$ -	$ 208,000
	Contractual Services				
10.20.4120.00	Employee Education	$ -	-	-	1,000
10.20.4135.00	Other Contractual Services	$ 5,731	69,500	69,500	15,000
10.20.4140.00	Postage	$ -	1,500	1,500	1,500
10.20.4145.00	Printing & Advertising	$ 5,101	14,000	14,000	52,400
10.20.4150.00	Professional Services	$ 2,944	60,000	50,000	130,000
10.20.4170.00	Telephone & Internet	$ 1,880	2,300	2,300	6,910
10.20.4180.00	Travel & Training	$ 2,235	15,000	7,000	20,000
	Total Contractual Services	$ 17,891	$ 162,300	$ 144,300	$ 226,810

TOWN MANAGER

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Commodities				
10.20.4310.00	Computers & Software	$ 9,468	10,000	10,000	11,530
10.20.4330.00	Fuel & Lubricants	$ 560	1,000	1,000	890
10.20.4385.00	Supplies - General	$ 3,489	10,500	9,500	12,000
10.20.4400.00	Supplies - Office	$ 1,471	1,500	1,500	4,000
	Total Commodities	$ 14,988	$ 23,000	$ 22,000	$ 28,420
	Other Charges				
10.20.4540.00	Insurance	$ 1,634	1,000	1,634	4,800
10.20.4560.00	Memberships & Subscriptions	$ 2,628	6,300	11,300	15,000
10.20.4570.00	Miscellaneous	$ 72,930	151,500	100,000	136,500
	Total Other Charges	$ 77,192	$ 158,800	$ 112,934	$ 156,300
	Capital - $5,000/item min.				
10.20.4830.00	Equipment	$ 28,160	30,000	30,000	-
10.20.4840.00	Infrastructure	$ -	-	-	15,000
	Total Capital	$ 28,160	$ 30,000	$ 30,000	$ 15,000
	Total Budget Request	**$ 274,905**	**$ 722,750**	**$ 657,884**	**$ 968,280**

TOWN CLERK

Acct. No.	Account Title		2020 Jan - Sept Actuals		2020 Adopted Budget		2020 Estimated		2021 Proposed
	Personnel Services								
10.30.4001.00	Salaries	$	121,677		162,800		162,800		206,800
10.30.4002.00	Overtime	$	-		-		-		500
10.30.4010.00	Payroll Taxes	$	8,979		12,600		12,600		15,950
10.30.4020.00	Unemployment Taxes	$	-		2,150		2,150		2,100
10.30.4025.00	Workers Compensation	$	505		2,300		2,300		2,300
10.30.4030.00	Group Insurance	$	19,043		34,850		34,850		44,700
10.30.4035.00	Retirement Contribution	$	6,444		11,100		11,100		14,300
	Total Personnel Services	$	156,649	$	225,800	$	225,800	$	286,650
	New Personnel								
10.30.4001.00	Salaries	$	-		-		-		5,000
10.30.4010.00	Payroll Taxes	$	-		-		-		390
	Total New Personnel	$	-	$	-	$	-	$	5,390
	Contractual Services								
10.30.4135.00	Other Contractual Services	$	4,871		15,300		10,000		10,500
10.30.4140.00	Postage	$	896		2,400		2,000		2,400
10.30.4145.00	Printing & Advertising	$	588		1,500		1,500		1,500
10.30.4150.00	Professional Services	$	37,331		52,500		45,000		53,500
10.30.4160.00	Rents	$	750		4,200		2,500		2,500
10.30.4170.00	Telephone & Internet	$	3,201		2,300		3,500		7,940
10.30.4180.00	Travel & Training	$	390		3,100		1,000		3,100
	Total Contractual Services	$	48,027	$	81,300	$	65,500	$	81,440
	Commodities								
10.30.4310.00	Computers & Software	$	7,576		7,000		8,000		25,825
10.30.4330.00	Fuel & Lubricants	$	1,102		2,300		2,300		2,700
10.30.4400.00	Supplies - Office	$	1,298		3,500		3,500		3,500
	Total Commodities	$	9,977	$	12,800	$	13,800	$	32,025

TOWN CLERK

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Other Charges				
10.30.4540.00	Insurance	$ 4,257	4,250	5,000	4,880
10.30.4560.00	Memberships & Subscriptions	$ 443	1,000	1,000	1,000
10.30.4570.00	Miscellaneous	$ 494	3,700	3,700	2,500
	Total Other Charges	$ 5,193	$ 8,950	$ 9,700	$ 8,380
	Capital - $5,000/item min.				
10.30.4830.00	Equipment	$ -	10,000	9,300	-
	Total Capital	$ -	$ 10,000	$ 9,300	$ -
	Total Budget Request	**$ 219,845**	**$ 338,850**	**$ 324,100**	**$ 413,885**

FINANCE

Acct. No.	Account Title		2020 Jan - Sept Actuals		2020 Adopted Budget		2020 Estimated		2021 Proposed
	Personnel Services								
10.40.4001.00	Salaries	$	80,645		118,200		118,200		93,700
10.40.4002.00	Overtime	$	-		500		500		500
10.40.4010.00	Payroll Taxes	$	5,990		9,100		9,100		7,300
10.40.4020.00	Unemployment Taxes	$	-		1,100		1,100		1,100
10.40.4025.00	Workers Compensation	$	352		2,400		2,400		2,400
10.40.4030.00	Group Insurance	$	11,154		31,300		31,300		15,780
10.40.4035.00	Retirement Contribution	$	5,180		7,600		7,600		6,800
	Total Personnel Services	$	103,322	$	170,200	$	170,200	$	127,580
	Contractual Services								
10.40.4135.00	Other Contractual Services	$	15,593		34,450		34,450		106,810
10.40.4140.00	Postage	$	-		450		450		450
10.40.4145.00	Printing & Advertising	$	506		3,200		3,200		3,200
10.40.4170.00	Telephone & Internet	$	1,545		1,700		1,700		5,290
10.40.4180.00	Travel & Training	$	30		6,000		1,200		6,000
	Total Contractual Services	$	17,674	$	45,800	$	41,000	$	121,750
	Commodities								
10.40.4310.00	Computers & Software	$	3,371		6,050		6,050		5,700
10.40.4400.00	Supplies - Office	$	2,015		3,200		3,200		3,200
	Total Commodities	$	5,386	$	9,250	$	9,250	$	8,900
	Other Charges								
10.40.4540.00	Insurance	$	837		600		1,500		1,900
10.40.4560.00	Memberships & Subscriptions	$	-		600		600		600
10.40.4570.00	Miscellaneous	$	561		4,500		3,300		4,500
	Total Other Charges	$	1,399	$	5,700	$	5,400	$	7,000
	Total Budget Request	**$**	**127,780**	**$**	**230,950**	**$**	**225,850**	**$**	**265,230**

PLANNING

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
10.50.4001.00	Salaries	$ 123,044	205,300	205,300	211,500
10.50.4010.00	Payroll Taxes	$ 9,048	15,700	15,700	16,200
10.50.4020.00	Unemployment Taxes	$ -	1,800	1,800	1,900
10.50.4025.00	Workers Compensation	$ 385	2,400	2,400	2,400
10.50.4030.00	Group Insurance	$ 25,258	52,300	52,300	35,920
10.50.4035.00	Retirement Contribution	$ 8,454	13,250	13,250	13,800
	Total Personnel Services	$ 166,189	$ 290,750	$ 290,750	$ 281,720
	Contractual Services				
10.50.4120.00	Employee Education	$ -	-	-	1,000
10.50.4135.00	Other Contractual Services	$ 63,916	153,600	100,000	156,400
10.50.4137.00	Contractual - Restricted Bill Back	$ 124,785	120,000	144,000	150,000
10.50.4140.00	Postage	$ 174	500	300	500
10.50.4145.00	Printing & Advertising	$ 245	2,500	250	500
10.50.4150.00	Professional Services	$ 325	21,600	8,000	12,000
10.50.4170.00	Telephone & Internet	$ 1,545	2,300	2,200	5,290
10.50.4180.00	Travel & Training	$ -	5,500	1,000	6,500
	Total Contractual Services	$ 190,989	$ 306,000	$ 255,750	$ 332,190
	Commodities				
10.50.4310.00	Computers & Software	$ 2,617	3,400	4,000	17,600
10.50.4400.00	Supplies - Office	$ 1,660	7,800	3,000	4,000
10.50.4420.00	Supplies - Safety	$ -	100	-	-
	Total Commodities	$ 4,277	$ 11,300	$ 7,000	$ 21,600
	Other Charges				
10.50.4540.00	Insurance	$ 2,401	1,500	2,401	4,200
10.50.4560.00	Memberships & Subscriptions	$ 30	1,600	1,550	2,030
	Total Other Charges	$ 2,431	$ 3,100	$ 3,951	$ 6,230

PLANNING

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Capital - $5,000/item min.				
10.50.4830.00	Equipment	$ 3,559	6,450	3,560	-
10.50.4890.00	Other Improvements	$ 95,062	145,000	150,000	-
	Total Capital	$ 98,620	$ 151,450	$ 153,560	$ -
	Total Budget Request	**$ 462,507**	**$ 762,600**	**$ 711,011**	**$ 641,740**

BUILDING INSPECTIONS

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
10.60.4001.00	Salaries	$ 38,929	54,850	54,850	56,500
10.60.4002.00	Overtime	$ -	500	500	500
10.60.4010.00	Payroll Taxes	$ 2,978	4,200	4,200	4,450
10.60.4020.00	Unemployment Taxes	$ -	500	500	550
10.60.4025.00	Workers Compensation	$ 83	600	600	600
10.60.4030.00	Group Insurance	$ (236)	9,950	9,950	2,000
10.60.4035.00	Retirement Contribution	$ 1,649	2,350	2,350	2,400
	Total Personnel Services	$ 43,402	$ 72,950	$ 72,950	$ 67,000
	Contractual Services				
10.60.4135.00	Other Contractual Services	$ 102,372	156,600	156,600	180,350
10.60.4140.00	Postage	$ -	700	700	700
10.60.4145.00	Printing & Advertising	$ 326	1,200	800	1,000
10.60.4170.00	Telephone & Internet	$ 352	600	600	2,630
10.60.4180.00	Travel & Training	$ -	500	500	500
	Total Contractual Services	$ 103,050	$ 159,600	$ 159,200	$ 185,180
	Commodities				
10.60.4310.00	Computers & Software	$ 89	2,000	2,000	5,270
10.60.4400.00	Supplies - Office	$ 367	750	700	700
	Total Commodities	$ 456	$ 2,750	$ 2,700	$ 5,970
	Other Charges				
10.60.4540.00	Insurance	$ 831	600	831	1,000
10.60.4560.00	Memberships & Subscriptions	$ 175	300	200	200
10.60.4570.00	Miscellaneous	$ 40	-	100	-
	Total Other Charges	$ 1,046	$ 900	$ 1,131	$ 1,200
	Total Budget Request	**$ 147,955**	**$ 236,200**	**$ 235,981**	**$ 259,350**

POLICE

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
10.70.4001.00	Salaries	$ 1,338,899	1,899,500	1,899,500	2,028,000
10.70.4002.00	Overtime	$ 9,071	39,000	25,000	35,000
10.70.4003.00	Off-Duty Work	$ 416	30,000	12,000	30,000
10.70.4010.00	Payroll Taxes	$ 99,654	148,150	148,150	157,700
10.70.4020.00	Unemployment Taxes	$ -	16,600	16,600	17,700
10.70.4025.00	Workers Compensation	$ 66,156	142,500	142,500	142,500
10.70.4030.00	Group Insurance	$ 202,944	362,700	362,700	365,500
10.70.4035.00	Retirement Contribution	$ 73,506	103,000	103,000	111,500
	Total Personnel Services	$ 1,790,645	$ 2,741,450	$ 2,709,450	$ 2,887,900
	New Personnel				
10.70.4001.00	Salaries		-	-	61,378
10.70.4002.00	Overtime		-	-	2,000
10.70.4010.00	Payroll Taxes		-	-	4,875
10.70.4020.00	Unemployment Taxes		-	-	550
10.70.4025.00	Workers Compensation		-	-	3,500
10.70.4030.00	Group Insurance		-	-	21,900
10.70.4035.00	Retirement Contribution		-	-	3,450
	Total New Personnel	$ -	$ -	$ -	$ 97,653
	Contractual Services				
10.70.4120.00	Employee Education	$ 373	12,000	1,000	3,000
10.70.4122.00	Maintenance - Buildings	$ 5,466	4,500	5,600	2,000
10.70.4125.00	Maintenance - Equipment	$ 254	2,000	2,000	1,600
10.70.4130.00	Maintenance - Vehicles	$ 6,988	17,500	17,500	21,850
10.70.4135.00	Other Contractual Services	$ 63,018	75,500	75,500	131,200
10.70.4140.00	Postage	$ 904	5,000	1,000	5,000
10.70.4145.00	Printing & Advertising	$ 474	1,000	700	1,000
10.70.4150.00	Professional Services	$ 34,509	37,500	37,000	20,400
10.70.4170.00	Telephone & Internet	$ 27,426	37,700	30,000	54,540
10.70.4180.00	Travel & Training	$ 1,912	24,000	8,500	24,750
	Total Contractual Services	$ 141,323	$ 216,700	$ 178,800	$ 265,340

POLICE

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Commodities				
10.70.4310.00	Computers & Software	$ 7,025	30,540	30,000	28,760
10.70.4330.00	Fuel & Lubricants	$ 24,087	52,000	40,000	50,500
10.70.4385.00	Supplies - General	$ 67,736	106,040	80,000	106,740
10.70.4395.00	Supplies - Lab	$ 3,340	3,500	3,500	4,800
10.70.4400.00	Supplies - Office	$ 4,586	9,500	8,000	12,000
10.70.4460.00	Uniforms	$ 8,407	14,950	14,500	16,450
	Total Commodities	$ 115,181	$ 216,530	$ 176,000	$ 219,250
	Other Charges				
10.70.4520.00	Donations - Community Programs	$ 825	9,000	2,000	4,500
10.70.4540.00	Insurance	$ 64,984	76,600	76,600	91,200
10.70.4560.00	Memberships & Subscriptions	$ 570	1,500	1,500	1,500
	Total Other Charges	$ 66,379	$ 87,100	$ 80,100	$ 97,200
	Capital - $5,000/item min.				
10.70.4830.00	Equipment	$ 3,472	8,700	11,000	7,500
10.70.4860.00	Vehicles	$ 44,662	60,000	52,500	64,000
	Total Capital	$ 48,134	$ 68,700	$ 63,500	$ 71,500
	Impact				
	Commodities				
10.70.4385.00	Supplies - General	$ 46,600	46,600	46,600	7,850
	Total Commodities	$ 46,600	$ 46,600	$ 46,600	$ 7,850
	Contractual Services				
10.70.4135.00	Other Contractual Services	$ 18,300	18,300	18,300	48,500
	Total Contractual Services	$ 18,300	$ 18,300	$ 18,300	$ 48,500
	Capital - $5,000/item min.				
10.70.4830.00	Equipment	$ 6,700	6,700	47,700	6,000
10.70.4860.00	Vehicles	$ 60,000	60,000	60,000	64,000
	Total Capital	$ 66,700	$ 66,700	$ 107,700	$ 70,000
	Total Budget Request	**$ 2,293,263**	**$ 3,462,080**	**$ 3,380,450**	**$ 3,765,193**

PUBLIC WORKS

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
10.80.4001.00	Salaries	$ 41,708	57,300	57,300	34,500
10.80.4002.00	Overtime	$ -	0	0	0
10.80.4010.00	Payroll Taxes	$ 3,107	4,400	4,400	2,700
10.80.4020.00	Unemployment Taxes	$ -	500	500	300
10.80.4025.00	Workers Compensation	$ 1,639	3,000	3,000	1,800
10.80.4030.00	Group Insurance	$ 4,564	7,900	7,900	5,000
10.80.4035.00	Retirement Contribution	$ 3,847	4,100	4,100	3,200
	Total Personnel Services	$ 54,866	$ 77,200	$ 77,200	$ 47,500
	New Personnel				
10.80.4001.00	Salaries	$ -	-	-	90,000
10.80.4010.00	Payroll Taxes	$ -	-	-	6,950
10.80.4020.00	Unemployment Taxes	$ -	-	-	1,100
10.80.4025.00	Workers Compensation	$ -	-	-	2,200
10.80.4030.00	Group Insurance	$ -	-	-	21,860
10.80.4035.00	Retirement Contribution	$ -	-	-	3,900
	Total Personnel Services	$ -	$ -	$ -	126,010
	Contractual Services				
10.80.4122.00	Maintenance - Buildings	$ 144	1,200	1,200	-
10.80.4125.00	Maintenance - Equipment	$ 1,212	7,000	3,500	1,500
10.80.4130.00	Maintenance - Vehicles	$ 0	750	750	750
10.80.4135.00	Other Contractual Services	$ 1,826	7,900	5,000	2,800
10.80.4140.00	Postage	$ -	200	200	200
10.80.4145.00	Printing & Advertising	$ 384	200	450	400
10.80.4160.00	Rents	$ -	2,500	750	2,500
10.80.4170.00	Telephone & Internet	$ 5,402	3,400	6,500	7,020
10.80.4180.00	Travel & Training	$ 377	1,500	500	1,000
	Total Contractual Services	$ 9,345	$ 24,650	$ 18,850	$ 16,170

PUBLIC WORKS

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Commodities				
10.80.4310.00	Computers & Software	$ 2,732	3,000	3,000	5,785
10.80.4330.00	Fuel & Lubricants	$ 1,132	2,500	2,000	2,110
10.80.4385.00	Supplies - General	$ 5,201	4,000	5,500	4,000
10.80.4390.00	Supplies - Janitorial	$ 867	4,000	1,700	2,000
10.80.4400.00	Supplies - Office	$ 823	500	1,000	1,500
10.80.4410.00	Supplies - Operational	$ 1,525	3,000	3,000	3,000
	Total Commodities	$ 12,280	$ 17,000	$ 16,200	$ 18,395
	Other Charges				
10.80.4540.00	Insurance	$ 4,755	7,000	7,000	6,000
10.80.4560.00	Memberships & Subscriptions	$ -	300	300	300
10.80.4570.00	Miscellaneous	$ 4	0	0	0
	Total Other Charges	$ 4,759	$ 7,300	$ 7,300	$ 6,300
	Capital - $5,000/item min.				
10.80.4810.00	Buildings	$ -	7,500	7,500	-
	Total Capital	$ -	$ 7,500	$ 7,500	$ -
	Total Budget Request	**$ 81,251**	**$ 133,650**	**$ 127,050**	**$ 214,375**

BUILDINGS

Acct. No.	Account Title		2020 Jan - Sept Actuals		2020 Adopted Budget		2020 Estimated		2021 Proposed
	Contractual Services								
10.82.4122.00	Maintenance - Buildings	$	15,192		26,000		26,000		26,000
10.82.4125.00	Maintenance - Equipment	$	791		8,000		3,500		14,000
10.82.4127.00	Maintenance - Infrastructure	$	7,388		8,000		8,000		14,500
10.82.4135.00	Other Contractual Services	$	47,453		56,700		56,700		72,000
10.82.4150.00	Professional Services	$	1,396		4,000		2,500		2,500
10.82.4160.00	Rents	$	313		4,500		2,000		1,500
10.82.4190.00	Utilities	$	31,943		29,000		31,000		34,000
	Total Contractual Services	$	104,477	$	136,200	$	129,700	$	164,500
	Commodities								
10.82.4390.00	Supplies - Janitorial	$	649		8,500		5,000		6,000
10.82.4410.00	Supplies - Operational	$	7,423		8,000		7,500		6,500
	Total Commodities	$	8,072	$	16,500	$	12,500	$	12,500
	Other Charges								
10.82.4540.00	Insurance	$	18,500		18,500		18,500		20,800
	Total Other Charges	$	18,500	$	18,500	$	18,500	$	20,800
	Capital - $5,000/item min.								
10.82.4810.00	Buildings	$	31,067		39,000		39,000		108,500
10.82.4830.00	Equipment	$	-		-		-		6,000
	Total Capital	$	31,067	$	39,000	$	39,000	$	114,500
	Total Budget Request	**$**	**162,116**	**$**	**210,200**	**$**	**199,700**	**$**	**312,300**

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2021

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								$ 88,100
Ending Fund Balance								$ 88,100
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2019 Actuals	0							

	CONSERVATION TRUST FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
30.01.3450.00	LOTTERY FUNDS	38,559	84,800	84,800	77,100
30.01.3960.00	INTEREST INCOME	0	100	100	100
	TOTAL FUND REVENUES	38,559	84,900	84,900	77,200
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				10,900
	TOTAL ANTICIPATED FUNDS AVAILABLE	$ 38,559	$ 84,900	$ 84,900	$ 88,100

Conservation Trust Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Capital - $5,000/item min.				
30.90.4840.00	Infrastructure	73,102	75,000	74,000	-
	Total Capital	$ 73,102	$ 75,000	$ 74,000	$ -
	Total Budget Request	**$ 73,102**	**$ 75,000**	**$ 74,000**	**$ -**

TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2021

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	312,300	229,850	57,960	14,300	614,410	1,215,000	25,000	-	1,854,410
Totals	$ 312,300	$ 229,850	$ 57,960	$ 14,300	$ 614,410	$ 1,215,000	$ 25,000	$ -	$ 1,854,410
Total Cash Available									$ 7,357,635
Ending Fund Balance									$ 5,503,225
% of Total Budget	16.84%	12.39%	3.13%	0.77%	33.13%	65.52%	1.35%	0.00%	100.00%
2019 Actuals	1,044,508								

	PARKS AND OPEN SPACE FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
34.01.3225.00	FISHING LICENSES	780	-	505	-
34.01.3420.00	GRANTS	-	250,000	-	190,000
34.01.3470.00	LARIMER COUNTY OPEN SPACE	145,194	144,000	210,800	147,560
34.01.3532.00	PARK FEES - BUILDING PERMITS	168,000	62,500	184,500	75,000
34.01.3550.00	CEMETERY CARE FEES	-	5,117	-	-
34.01.3567.00	PARK RESERVATION FEES	370	200	370	250
34.01.3740.00	PARK & OS - IMPACT FEES	355,460	148,000	394,862	179,100
34.01.3940.00	CEMETERY LOT PURCHASE	37,891	17,000	37,900	17,000
34.01.3960.00	INTEREST INCOME	21,315	47,700	25,012	22,000
34.01.3985.00	REIMBURSED EXPENSES	-	1,000	-	-
34.01.3970.00	MISCELLANEOUS	-	-	-	-
		729,011	675,517	853,949	630,910
34.01.3999.00	FROM WATER FUND	-	100,000	100,000	100,000
34.01.3999.00	FROM SEWER FUND	-	100,000	100,000	100,000
34.01.3999.00	FROM DRAINAGE	-	20,000	20,000	20,000
34.01.3999.00	TRANSFERS IN	-	220,000	220,000	220,000
	TOTAL FUND REVENUES	729,011	895,517	1,073,949	850,910
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				6,506,725
	TOTAL ANTICIPATED FUNDS AVAILABLE				7,357,635

Parks and Open Space Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
34.90.4001.00	Salaries	$ 144,653	200,900	200,900	222,400
34.90.4002.00	Overtime	$ 330	5,100	5,100	1,500
34.90.4010.00	Payroll Taxes	$ 10,700	15,900	15,900	18,500
34.90.4020.00	Unemployment Taxes	$ -	1,700	1,700	2,200
34.90.4025.00	Workers Compensation	$ 12,934	21,300	21,300	17,800
34.90.4030.00	Group Insurance	$ 22,161	42,950	42,950	40,500
34.90.4035.00	Retirement Contribution	$ 8,741	8,900	8,900	9,400
	Total Personnel Services	$ 199,518	$ 296,750	$ 296,750	$ 312,300
	Contractual Services				
34.90.4122.00	Maintenance - Buildings	$ 9	9,000	4,000	8,000
34.90.4125.00	Maintenance - Equipment	$ 1,465	10,000	4,000	10,000
34.90.4127.00	Maintenance - Infrastructure	$ 15,938	28,000	27,000	128,000
34.90.4130.00	Maintenance - Vehicles	$ 399	2,000	1,800	2,000
34.90.4135.00	Other Contractual Services	$ 22,299	33,800	33,800	41,500
34.90.4140.00	Postage	$ -	500	100	100
34.90.4150.00	Professional Services	$ 12,636	18,000	18,000	35,000
34.90.4170.00	Telephone & Internet	$ -	-	-	250
34.90.4180.00	Travel & Training	$ -	2,000	-	1,000
34.90.4190.00	Utilities	$ 2,007	4,000	4,000	4,000
	Total Contractual Services	$ 54,753	$ 107,300	$ 92,700	$ 229,850
	Commodities				
34.90.4300.00	Chemicals	$ 13,154	17,000	17,000	17,000
34.90.4310.00	Computers & Software	$ -	-	-	1,160
34.90.4330.00	Fuel & Lubricants	$ 8,684	5,000	9,500	8,200
34.90.4385.00	Supplies - General	$ 805	3,000	3,000	3,000
34.90.4410.00	Supplies - Operational	$ 9,276	20,000	13,000	23,000
34.90.4420.00	Supplies - Safety	$ 816	2,500	2,500	2,500
34.90.4430.00	Supplies - Training	$ 744	2,500	2,500	1,000

Parks and Open Space Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
34.90.4440.00	Supplies - Vehicles	$ -	2,000	1,000	1,000
34.90.4460.00	Uniforms	$ 764	1,000	1,000	1,100
	Total Commodities	$ 34,243	$ 53,000	$ 49,500	$ 57,960
	Other Charges				
34.90.4540.00	Insurance	$ 2,802	1,700	2,802	4,300
34.90.4570.00	Miscellaneous	$ -	-	-	10,000
	Total Other Charges	$ 2,802	$ 1,700	$ 2,802	$ 14,300
	Impact				
	Capital - $5,000/item min.				
34.90.4830.00	Equipment	$ 6,011	15,000	15,000	25,000
	Total Capital	$ 6,011	$ 15,000	$ 15,000	$ 25,000
	Capital				
	Capital - $5,000/item min.				
34.90.4830.00	Equipment	$ 90,349	63,000	91,000	-
34.90.4840.00	Infrastructure	$ 76,837	650,000	250,000	1,215,000
	Total Capital	$ 167,187	$ 713,000	$ 341,000	$ 1,215,000
	Total Budget Request	**$ 464,514**	**$ 1,186,750**	**$ 797,752**	**$ 1,854,410**

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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	411,760	1,987,640	145,800	10,200	2,555,400	800,000	713,000	-	4,068,400
Totals	$ 411,760	$ 1,987,640	$ 145,800	$ 10,200	$ 2,555,400	$ 800,000	$ 713,000	$ -	$ 4,068,400
Total Cash Available									$ 13,348,433
Ending Fund Balance									$ 9,280,032
% of Total Budget	10.12%	48.86%	3.58%	0.25%	62.81%	19.66%	17.53%	0.00%	100.00%
2019 Actuals	809,690								

	STREET AND ALLEY FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
36.01.3120.00	SALES TAXES - GENERAL	110,380	-	491,500	1,020,000
36.01.3124.01	USE TAXES - BUILDINGS	65,446	-	162,000	150,000
36.01.3124.00	SALES & USE TAXES - VEHICLES	1,019,272	-	1,217,500	724,500
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	389,628	300,000	489,600	440,000
36.01.3176.00	HIGHWAY USERS TAXES	303,005	488,000	445,000	463,100
36.01.3420.00	GRANTS	671,205	1,426,650	1,226,650	1,066,666
36.01.3430.00	ROAD & BRIDGE - WELD	95,668	45,000	95,800	59,000
36.01.3435.00	ROAD & BRIDGE - LARIMER	91,911	40,000	91,911	82,000
36.01.3580.00	VEHICLE REGISTRATION FEES	42,211	50,000	48,000	40,800
36.01.3585.00	STREET MAINTENANCE FEE	92,742	348,000	92,742	-
36.01.3590.00	TRASH COLLECTION FEES	533,297	676,000	708,393	715,477
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,989,980	300,000	2,200,000	416,550
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	2,510	5,000	4,000	4,000
36.01.3960.00	INTEREST	52,186	27,000	60,630	28,000
36.01.3999.00	TRANSFER IN	-	2,000,000	2,000,000	-
	SUBTOTAL	5,459,442	5,705,650	9,333,726	5,210,093
	TOTAL FUND REVENUES	5,459,442	5,705,650	9,333,726	5,210,093
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				8,138,340
	TOTAL ANTICIPATED FUNDS AVAILABLE				13,348,433

Street & Alley Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
36.90.4001.00	Salaries	$ 154,971	248,400	248,400	301,760
36.90.4002.00	Overtime	$ 255	9,500	9,500	6,000
36.90.4010.00	Payroll Taxes	$ 11,432	19,400	19,400	23,100
36.90.4020.00	Unemployment Taxes	$ -	2,150	2,150	2,800
36.90.4025.00	Workers Compensation	$ 10,910	16,500	16,500	18,500
36.90.4030.00	Group Insurance	$ 26,544	64,900	64,900	45,500
36.90.4035.00	Retirement Contribution	$ 10,531	12,050	12,050	14,100
	Total Personnel Services	$ 214,643	$ 372,900	$ 372,900	$ 411,760
	Contractual Services				
36.90.4120.00	Employee Education	$ -	3,000	-	-
36.90.4125.00	Maintenance - Equipment	$ 7,893	20,000	15,000	20,000
36.90.4127.00	Maintenance - Infrastructure	$ 221,297	428,000	428,000	840,000
36.90.4130.00	Maintenance - Vehicles	$ 3,814	12,000	8,000	12,000
36.90.4135.00	Other Contractual Services	$ 518,643	867,150	867,000	800,800
36.90.4140.00	Postage	$ -	600	300	300
36.90.4145.00	Printing & Advertising	$ -	3,200	3,000	3,000
36.90.4150.00	Professional Services	$ 600	2,000	2,000	2,000
36.90.4160.00	Rents	$ 1,747	5,000	3,000	5,000
36.90.4170.00	Telephone & Internet	$ 2,210	5,000	5,000	4,540
36.90.4180.00	Travel & Training	$ 100	10,500	-	5,000
36.90.4190.00	Utilities	$ 214,330	225,000	285,000	295,000
	Total Contractual Services	$ 970,634	$ 1,581,450	$ 1,616,300	$ 1,987,640
	Commodities				
36.90.4300.00	Chemicals	$ 33,275	48,500	48,500	50,000
36.90.4310.00	Computers & Software	$ 178	7,000	3,200	3,550
36.90.4330.00	Fuel & Lubricants	$ 10,851	20,000	20,000	20,000
36.90.4385.00	Supplies - General	$ 8,294	12,000	12,000	12,000
36.90.4400.00	Supplies - Office	$ 796	500	900	600
36.90.4410.00	Supplies - Operational	$ 10,569	15,000	15,000	27,000

Street & Alley Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
36.90.4420.00	Supplies - Safety	$ 6,428	10,000	9,500	10,000
36.90.4430.00	Supplies - Training	$ 31	500	150	150
36.90.4440.00	Supplies - Vehicles	$ 3,994	15,000	11,000	20,000
36.90.4460.00	Uniforms	$ 929	2,000	2,000	2,500
	Total Commodities	$ 75,345	$ 130,500	$ 122,250	$ 145,800
	Other Charges				
36.90.4540.00	Insurance	$ 3,489	2,200	4,800	7,800
36.90.4560.00	Memberships & Subscriptions	$ 325	1,000	400	400
36.90.4570.00	Miscellaneous	$ 6,842	2,000	8,000	2,000
	Total Other Charges	$ 10,656	$ 5,200	$ 13,200	$ 10,200
		Impact			
	Contractual Services				
36.90.4135.00	Other Contractual Services	$ -	144,000	45,325	144,000
36.90.4150.00	Professional Services	$ -	50,000	-	350,000
	Total Contractual Services	$ -	$ 194,000	$ 45,325	$ 494,000
	Capital - $5,000/item min.				
36.90.4830.00	Equipment	$ 48,437	85,000	48,500	69,000
36.90.4840.00	Infrastructure	$ 84,423	-	85,000	-
36.90.4860.00	Vehicles	$ -	275,000	250,000	150,000
36.90.4890.00	Other Improvements	$ 2,292,366	8,300,000	8,385,000	-
	Total Capital	$ 2,425,226	$ 8,660,000	$ 8,768,500	$ 219,000
		Capital			
	Capital - $5,000/item min.				
36.90.4830.00	Equipment	$ -	24,500	20,000	-
36.90.4840.00	Infrastructure	$ -	-	-	800,000
	Total Capital	$ -	$ 24,500	$ 20,000	$ 800,000
	Total Budget Request	**$ 3,696,504**	**$ 10,968,550**	**$ 10,958,475**	**$ 4,068,400**

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CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	10,200	-	-	10,200	4,400,000	-	4,410,200
Totals	$ -	$ 10,200	$ -	$ -	$ 10,200	$ 4,400,000	$ -	$ 4,410,200
Total Cash Available								$ 13,019,564
Ending Fund Balance								$ 8,609,364
% of Total Budget	0.00%	0.23%	0.00%	0.00%	0.23%	99.77%	0.00%	100.00%
2019 Actuals	9,567,069							

	CAPITAL PROJECT FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
38.01.3122.00	USE TAX REVENUES - BUILDINGS	313,835	450,000	363,700	111,940
38.01.3124.00	USE TAX REVENUES - VEHICLES	-	-	-	-
38.01.3960.00	INTEREST	68,124	79,000	79,230	36,000
38.01.3985.00	REIMBURSED EXPENSES	-	-	-	-
38.01.3999.00	TRANSFERS TO TAX FUND	-	(15,000)	(65,000)	(85,100)
	SUBTOTAL	381,959	514,000	377,930	62,840
	TOTAL FUND REVENUES	381,959	514,000	377,930	62,840
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				12,956,724
	TOTAL ANTICIPATED FUNDS AVAILABLE				13,019,564

Capital Projects Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Contractual Services				
38.90.4135.00	Other Contractual Services	$ 4,929	9,700	6,000	10,200
	Total Contractual Services	$ 4,929	$ 9,700	$ 6,000	$ 10,200
	Other Charges				
38.90.4570.00	Miscellaneous	$ -	470,000		
	Total Other Charges	$ -	$ 470,000	$ -	$ -
	Capital - $5,000/item min.				
38.90.4840.00	Infrastructure	$ 17,226	2,000,000	100,000	4,400,000
	Total Capital	$ 17,226	$ 2,000,000	$ 100,000	$ 4,400,000
	Total Budget Request	**$ 22,155**	**$ 2,479,700**	**$ 106,000**	**$ 4,410,200**

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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	-	-	-	440,000	440,000	-	-	440,000
Totals	$ -	$ -	$ -	$ 440,000	$ 440,000	$ -	$ -	$ 440,000
Total Cash Available								$ 440,000
Ending Fund Balance								$ -
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%
2019 Actuals	129,991							

	TAX ALLOCATION FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
	TRANSFERS IN:				
60.01.3120.00	2534 TAX SHARING	115,117	265,000	265,000	215,000
60.01.3120.00	JOHNSONS CORNER TAX SHARING	-	150,000	150,000	-
60.01.3120.00	THOMPSONS RANCH	-	75,000	75,000	139,800
60.01.3960.00	INTEREST	-	100	100	100
	FROM CAPITAL FUND - BUILDING USE TAX	-	-	65,000	85,100
		115,117	490,100	555,100	440,000
	TOTAL FUND REVENUES	115,117	490,100	555,100	440,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				-
	TOTAL ANTICIPATED FUNDS AVAILABLE				440,000

Tax Allocation Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Other Charges				
60.90.4570.00	Miscellaneous	$ 114,706	490,000	651,051	440,000
	Total Other Charges	$ 114,706	$ 490,000	$ 651,051	$ 440,000
	Total Budget Request	**$ 114,706**	**$ 490,000**	**$ 651,051**	**$ 440,000**

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WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Water Fund	676,850	1,094,580	379,900	923,943	3,075,273	19,235,000	-	22,310,273
Totals	$ 676,850	$ 1,094,580	$ 379,900	$ 923,943	$ 3,075,273	$ 19,235,000	$ -	$ 22,310,273
Total Cash Available								$ 30,133,727
Ending Fund Balance								$ 7,823,454
% of Total Budget	3.03%	4.91%	1.70%	4.14%	13.78%	86.22%	0.00%	100.00%
2019 Actuals	8,294,188							

	WATER FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
70.01.3440.00	GRANTS	-	1,000,000	295,000	325,000
70.01.3810.00	SALES OF POTABLE WATER	2,686,951	2,500,000	2,884,500	2,884,500
70.01.3815.00	SALES OF NONPOTABLE WATER	53,825	-	53,825	-
70.01.3820.00	WATER TAP FEE	879,033	804,625	882,000	965,550
70.01.3825.00	RAW WATER DEVELOPMENT FEE	774,250	100,000	800,000	816,294
70.01.3830.00	CONNECTION CHARGES	-	2,500	-	-
70.01.3840.00	HYDRANT/BULK WATER	33,370	18,000	33,500	18,000
70.01.3810.00	NON-POTABLE WATER SALES	-	-	-	-
70.01.3845.00	WATER LEASE	6,001	1,500	6,001	1,500
70.01.3850.00	WATER SHARE FEES	-	1,000,000	-	-
70.01.3852.00	WATER METER FEE	36,734	15,000	37,200	15,000
70.01.3960.00	INTEREST INCOME	98,057	126,000	104,000	95,000
70.01.3970.00	MISCELLANEOUS	170,794	125,000	171,000	125,000
70.01.3985.00	REFUND OF EXPENDITURES	1,798	-	1,798	-
70.01.3999.00	TRANSFER IN	-	-	-	5,000,000
	SUBTOTAL	4,740,812	5,692,625	5,268,824	10,245,844
	TOTAL FUND REVENUES	4,740,812	5,692,625	5,268,824	10,245,844
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				19,887,883
	CARRY FORWARD PROJECTS FROM FY 2014				
	TOTAL ANTICIPATED FUNDS AVAILABLE				$ 30,133,727

Water Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Administrative Costs				
	Personnel Services				
70.12.4001.00	Salaries	$ 74,041	105,300	105,300	103,650
70.12.4002.00	Overtime	$ -	500	500	500
70.12.4010.00	Payroll Taxes	$ 5,467	8,100	8,100	7,900
70.12.4020.00	Unemployment Taxes	$ -	1,150	1,150	1,100
70.12.4025.00	Workers Compensation	$ 116	2,500	2,500	2,900
70.12.4030.00	Group Insurance	$ 11,988	22,000	22,000	22,300
70.12.4035.00	Retirement Contribution	$ 5,219	7,500	7,500	6,950
	Total Personnel Services	$ 96,830	$ 147,050	$ 147,050	$ 145,300
	Contractual Services				
70.12.4110.00	Billing & Administrative	$ -	100,000	100,000	100,000
70.12.4135.00	Other Contractual Services	$ 19,002	19,900	19,900	34,500
70.12.4140.00	Postage	$ 635	1,200	1,200	1,200
70.12.4145.00	Printing & Advertising	$ 6,859	22,000	22,000	15,500
70.12.4150.00	Professional Services	$ -	2,400	2,400	2,400
	Total Contractual Services	$ 26,496	$ 145,500	$ 145,500	$ 153,600
	Other Charges				
70.12.4570.00	Miscellaneous		230,000	414,000	386,400
	Total Other Charges	$ -	$ 230,000	$ 414,000	$ 386,400
	Operational Costs				
	Personnel Services				
70.90.4001.00	Salaries	$ 216,382	339,000	339,000	343,800
70.90.4002.00	Overtime	$ 7,977	10,000	10,000	10,000
70.90.4005.00	Compensated Absences	$ -	6,000	6,000	6,000
70.90.4010.00	Payroll Taxes	$ 16,325	26,600	26,600	26,850
70.90.4020.00	Unemployment Taxes	$ -	2,970	2,970	3,100
70.90.4025.00	Workers Compensation	$ 9,996	17,000	17,000	17,000
70.90.4030.00	Group Insurance	$ 46,002	101,700	101,700	69,400
70.90.4035.00	Retirement Contribution	$ 10,059	14,550	14,550	14,700
	Total Personnel Services	$ 306,741	$ 517,820	$ 517,820	$ 490,850

Water Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	New Personnel				
70.90.4001.00	Salaries		-		23,000
70.90.4002.00	Overtime		-		1,000
70.90.4010.00	Payroll Taxes		-		1,850
70.90.4020.00	Unemployment Taxes		-		800
70.90.4025.00	Workers Compensation		-		1,100
70.90.4030.00	Group Insurance		-		10,950
70.90.4035.00	Retirement Contribution		-		2,000
	Total Personnel Services	$ -	$ -	$ -	$ 40,700
	Contractual Services				
70.90.4122.00	Maintenance - Buildings	$ 2,941	15,000	7,000	46,000
70.90.4125.00	Maintenance - Equipment	$ 88,568	70,000	100,000	94,000
70.90.4127.00	Maintenance - Infrastructure	$ 100,511	95,000	105,000	89,000
70.90.4130.00	Maintenance - Vehicles	$ 5,853	5,000	6,500	5,000
70.90.4135.00	Other Contractual Services	$ 94,656	163,000	148,000	126,500
70.90.4150.00	Professional Services	$ 130,457	160,000	140,000	150,000
70.90.4170.00	Telephone & Internet	$ 2,966	600	4,000	5,480
70.90.4180.00	Travel & Training	$ 75	10,000	100	5,000
70.90.4190.00	Utilities	$ 150,764	218,000	212,000	220,000
70.90.4195.00	Water Assessments	$ 140,483	229,000	160,000	200,000
	Total Contractual Services	$ 717,274	$ 965,600	$ 882,600	$ 940,980
	Commodities				
400-90000-4300	Chemicals	$ 170,387	-	185,000	135,000
70.90.4310.00	Computers & Software	$ 178	3,000	1,000	4,900
70.90.4330.00	Fuel & Lubricants	$ 8,358	12,000	12,000	12,000
70.90.4340.00	Hydrants	$ 6,975	15,000	15,000	15,000
70.90.4385.00	Supplies - General	$ 5,458	10,000	10,000	14,000
70.90.4390.00	Supplies - Janitorial	$ 679	1,300	1,300	1,300
70.90.4395.00	Supplies - Lab	$ 12,100	12,000	13,000	18,000
70.90.4410.00	Supplies - Operational	$ 48,850	170,000	55,000	60,000

Water Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
70.90.4420.00	Supplies - Safety	$ 1,667	3,000	3,000	3,000
70.90.4430.00	Supplies - Training	$ 16	2,500	500	1,500
70.90.4440.00	Supplies - Vehicles	$ 63	2,500	2,000	2,000
70.90.4460.00	Uniforms	$ 3,041	2,500	3,100	3,200
70.90.4480.00	Water Meters	$ 60,811	105,000	105,000	110,000
	Total Commodities	$ 318,582	$ 338,800	$ 405,900	$ 379,900
	Other Charges				
70.90.4515.00	Depreciation	$ 254,106	355,000	355,000	410,000
70.90.4540.00	Insurance	$ 27,152	44,700	44,700	51,543
70.90.4560.00	Memberships& Subscriptions	$ 559	1,000	1,000	1,000
70.90.4570.00	Miscellaneous	$ 78,004	20,000	85,000	75,000
	Total Other Charges	$ 359,821	$ 420,700	$ 485,700	$ 537,543
	Capital - $5,000/item min.				
70.90.4840.00	Infrastructure	$ 929,667	6,068,000	1,828,000	18,735,000
70.90.4860.00	Vehicles	$ 29,847	35,000	30,000	
70.90.4880.00	Water Shares	$ 907	750,000	290,000	500,000
	Total Capital	$ 960,420	$ 6,853,000	$ 2,148,000	$ 19,235,000
	Total Budget Request	**$ 2,786,165**	**$ 9,618,470**	**$ 5,146,570**	**$ 22,310,273**

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SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Sewer Fund	635,200	1,167,750	237,960	315,443	2,356,353	25,386,600	1,998,069	29,741,022
Totals	$ 635,200	$ 1,167,750	$ 237,960	$ 315,443	$ 2,356,353	$ 25,386,600	$ 1,998,069	$ 29,741,022
Total Cash Available								$ 74,970,249
Ending Fund Balance								$ 45,229,227
% of Total Budget	2.14%	3.93%	0.80%	1.06%	7.92%	85.36%	6.72%	100.00%
2019 Actuals	4,685,053							

	SEWER FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
72.01.3410.00	GRANT	-	1,000,000	200,000	-
72.01.3775.00	SEWER - REGIONAL IMPACT FEE	-	-	-	400,000
72.01.3870.00	SEWER CHARGES	1,590,543	1,950,000	2,118,130	2,123,500
72.01.3880.00	SEWER TAP FEES	547,910	660,000	660,000	792,000
72.01.3960.00	INTEREST	14,878	81,000	16,500	7,200
72.01.3970.00	MISCELLANEOUS	10,846	1,000	10,850	2,000
72.01.3999.00	TRANSFERS IN	-	10,000,000	10,000,000	-
72.01.3980.00	PROCEEDS FROM ISSUANCE OF BONDS	-	-	-	54,450,000
	SUBTOTAL	2,164,177	13,692,000	13,005,480	57,774,700
	TOTAL FUND REVENUES	2,164,177	13,692,000	13,005,480	57,774,700
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				17,195,549
	TOTAL ANTICIPATED FUNDS AVAILABLE				74,970,249

Sewer Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Administrative Costs				
	Personnel Services				
72.12.4001.00	Salaries	$ 72,289	102,850	102,850	103,650
72.12.4002.00	Overtime	$ -	500	500	500
72.12.4010.00	Payroll Taxes	$ 5,341	7,900	7,900	7,900
72.12.4020.00	Unemployment Taxes	$ -	950	950	1,100
72.12.4025.00	Workers Compensation	$ 111	2,500	2,500	2,900
72.12.4030.00	Group Insurance	$ 11,534	21,500	21,500	22,300
72.12.4035.00	Retirement Contribution	$ 5,145	7,400	7,400	6,950
	Total Personnel Services	$ 94,421	$ 143,600	$ 143,600	$ 145,300
	Contractual Services				
72.12.4110.00	Billing & Administrative	$ -	100,000	100,000	100,000
72.12.4135.00	Other Contractual Services	$ 11,203	10,800	15,000	30,300
72.12.4140.00	Postage	$ -	1,100	1,100	1,100
72.12.4145.00	Printing & Advertising	$ 6,859	13,000	11,500	15,500
	Total Contractual Services	$ 18,063	$ 124,900	$ 127,600	$ 146,900
	Other Charges				
72.12.4570.00	Miscellaneous	$ -	42,000	-	15,000
	Total Other Charges	$ -	$ 42,000	$ -	$ 15,000
	Operational Costs				
	Personnel Services				
72.90.4001.00	Salaries	$ 177,809	296,900	248,200	312,300
72.90.4002.00	Overtime	$ 6,530	10,000	10,000	10,000
72.90.4005.00	Compensated Absences	$ -	6,000	6,000	6,000
72.90.4010.00	Payroll Taxes	$ 13,390	22,800	22,800	24,400
72.90.4020.00	Unemployment Taxes	$ -	2,570	2,570	2,900
72.90.4025.00	Workers Compensation	$ 8,196	17,000	17,000	17,000
72.90.4030.00	Group Insurance	$ 36,326	81,400	48,500	63,200
72.90.4035.00	Retirement Contribution	$ 8,374	12,400	11,600	13,400
	Total Personnel Services	$ 250,626	$ 449,070	$ 366,670	$ 449,200

Sewer Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	New Personnel				
72.90.4001.00	Salaries		-		23,000
72.90.4002.00	Overtime		-		1,000
72.90.4010.00	Payroll Taxes		-		1,850
72.90.4020.00	Unemployment Taxes		-		800
72.90.4025.00	Workers Compensation		-		1,100
72.90.4030.00	Group Insurance		-		10,950
72.90.4035.00	Retirement Contribution		-		2,000
	Total New Personnel	$ -	$ -	$ -	$ 40,700
	Contractual Services				
72.90.4122.00	Maintenance - Buildings	$ 2,205	20,000	3,000	10,000
72.90.4125.00	Maintenance - Equipment	$ 36,359	85,000	70,000	100,000
72.90.4127.00	Maintenance - Infrastructure	$ 41,511	75,000	75,000	460,000
72.90.4130.00	Maintenance - Vehicles	$ 1,943	3,500	3,000	3,000
72.90.4135.00	Other Contractual Services	$ 122,081	180,000	180,000	195,000
72.90.4140.00	Postage	$ 11	200	150	150
72.90.4145.00	Printing & Advertising	$ -	200	150	150
72.90.4150.00	Professional Services	$ 78,021	555,000	350,000	10,000
72.90.4160.00	Rents	$ 3,227	5,000	5,000	5,000
72.90.4170.00	Telephone & Internet	$ 8,010	6,800	8,500	9,050
72.90.4180.00	Travel & Training	$ -	7,500	750	3,500
72.90.4190.00	Utilities	$ 127,550	220,000	220,000	225,000
	Total Contractual Services	$ 420,918	$ 1,158,200	$ 915,550	$ 1,020,850
	Commodities				
72.90.4300.00	Chemicals	$ 114,119	140,000	140,000	145,000
72.90.4310.00	Computers & Software	$ 178	2,000	1,000	3,210
72.90.4330.00	Fuel & Lubricants	$ 10,829	9,500	13,000	13,000
72.90.4380.00	Supplies - Buildings	$ 219	3,500	3,000	3,000
72.90.7385.00	Supplies - General	$ 2,762	5,000	4,000	5,000
72.90.4390.00	Supplies - Janitorial	$ 62	1,500	1,500	1,500

Sewer Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals		2020 Adopted Budget		2020 Estimated		2021 Proposed
72.90.4395.00	Supplies - Lab	$	724	9,000		3,000		10,000
72.90.4400.00	Supplies - Office	$	-	500		250		250
72.90.4410.00	Supplies - Operational	$	17,730	50,000		25,000		50,000
72.90.4420.00	Supplies - Safety	$	907	6,000		1,500		1,500
72.90.4430.00	Supplies - Training	$	16	2,500		500		1,500
72.90.4440.00	Supplies - Vehicles	$	-	2,500		2,000		2,000
72.90.4460.00	Uniforms	$	-	2,000		-		2,000
	Total Commodities	$	147,546	$	234,000	$	194,750	$ 237,960
	Other Charges							
72.90.4515.00	Depreciation	$	144,751	205,000		215,000		235,000
72.90.4540.00	Insurance	$	16,460	44,100		44,100		49,943
72.90.4560.00	Memberships & Subscriptions	$	-	500		500		500
72.90.4570.00	Miscellaneous	$	9,330	10,000		10,000		15,000
	Total Other Charges	$	170,542	$	259,600	$	269,600	$ 300,443
	Capital							
	Capital - $5,000/item min.							
72.90.4810.00	Buildings	$	-	30,000		20,000		8,000,000
72.90.4830.00	Equipment	$	38,336	55,000		63,000		183,500
72.90.4840.00	Infrastructure	$	827,210	10,754,000		3,025,400		17,203,100
72.90.4860.00	Vehicles	$	29,847	35,000		30,000		-
	Total Capital	$	895,392	$	10,874,000	$	3,138,400	$ 25,386,600
	Debt Service							
72.90.4900.00	Principal	$	-	-		-		541,268
72.90.4950.00	Interest	$	-	-		-		906,801
72.90.4995.00	Cost of Issuance	$	-	-		-		550,000
	Total Debt Service	$	-	-		-		1,998,069
	Total Budget Request	**$**	**1,997,508**	**$**	**13,285,370**	**$**	**5,156,170**	**$ 29,741,022**

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DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	274,550	156,300	10,330	13,000	454,180	2,168,750	-	2,622,930
Totals	$ 274,550	$ 156,300	$ 10,330	$ 13,000	$ 454,180	$ 2,168,750	$ -	$ 2,622,930
Total Cash Available								$ 3,344,474
Ending Fund Balance								$ 721,544
% of Total Budget	10.47%	5.96%	0.39%	0.50%	17.32%	82.68%	0.00%	100.00%
2019 Actuals	216,764							

		2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
	DRAINAGE FUND REVENUES				
74.01.3720.00	DRAINAGE IMPACT FEE	181,459	50,000	200,000	75,000
74.01.3860.00	DRAINAGE CHARGES	342,986	435,000	457,200	457,200
74.01.3960.00	INTEREST	11,322	25,200	12,978	5,400
74.01.3970.00	MISCELLANEOUS	-	-	-	-
74.01.3985.00	REFUND OF EXPENDITURES	-	-	-	-
	SUBTOTAL	354,308	460,200	470,178	462,600
	TOTAL FUND REVENUES	354,308	460,200	470,178	462,600
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				2,881,874
	TOTAL ANTICIPATED FUNDS AVAILABLE				3,344,474

Drainage Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Administrative Costs				
	Personnel Services				
74.12.4001.00	Salaries	$ 54,415	78,500	78,500	68,300
74.12.4002.00	Overtime	$ -	500	500	500
74.12.4010.00	Payroll Taxes	$ 4,028	6,050	6,050	5,300
74.12.4020.00	Unemployment Taxes	$ -	750	750	750
74.12.4025.00	Workers Compensation	$ 87	2,500	2,500	2,500
74.12.4030.00	Group Insurance	$ 8,315	17,300	17,300	13,300
74.12.4035.00	Retirement Contribution	$ 3,872	5,600	5,600	4,900
	Total Personnel Services	$ 70,717	$ 111,200	$ 111,200	95,550
	Contractual Services				
74.12.4110.00	Billing & Administrative	$ -	20,000	20,000	20,000
74.12.4135.00	Other Contractual Services	$ 6,423	3,000	8,000	17,600
74.12.4140.00	Postage	$ -	500	500	500
74.12.4145.00	Printing & Advertising	$ 4,573	8,400	8,400	10,600
	Total Contractual Services	$ 10,995	$ 31,900	$ 36,900	48,700
	Operational Costs				
	Personnel Services				
74.90.4001.00	Salaries	$ 78,300	106,700	106,700	116,100
74.90.4002.00	Overtime	$ 98	4,500	4,500	4,000
74.12.4005.00	Compensated Absences	$ -	6,000	6,000	6,000
74.90.4010.00	Payroll Taxes	$ 5,793	8,450	8,450	9,100
74.90.4020.00	Unemployment Taxes	$ -	950	950	1,150
74.90.4025.00	Workers Compensation	$ 4,810	17,000	17,000	14,000
74.90.4030.00	Group Insurance	$ 10,891	26,450	26,450	22,750
74.90.4035.00	Retirement Contribution	$ 5,187	5,550	5,550	5,900
	Total Personnel Services	$ 105,078	$ 175,600	$ 175,600	179,000
	Contractual Services				
74.90.4125.00	Maintenance - Equipment	$ -	2,500	2,000	2,500
74.90.4127.00	Maintenance - Infrastructure	$ 59,983	95,000	90,000	60,000
74.90.4130.00	Maintenance - Vehicles	$ -	1,500	1,000	1,000

Item #11.

Drainage Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals		2020 Adopted Budget		2020 Estimated		2021 Proposed
74.90.4140.00	Postage	$	-		200		50	50
74.90.4145.00	Printing & Advertising	$	-		250		50	300
74.90.4150.00	Professional Services	$	-		40,000		-	40,000
74.90.4160.00	Rents	$	-		2,500		1,000	1,000
74.90.4170.00	Telephone & Internet	$	588		1,000		1,000	1,250
74.90.4180.00	Travel & Training	$	774		2,500		1,500	1,500
	Total Contractual Services	$	61,345	$	145,450	$	96,600	107,600
	Commodities							
74.90.4310.00	Computers & Software	$	-		-		-	980
74.90.4330.00	Fuel & Lubricants	$	-		1,000		750	750
74.90.4385.00	Supplies - General	$	-		2,000		1,000	1,000
74.90.4410.00	Supplies - Operational	$	-		6,500		3,000	3,000
74.90.4420.00	Supplies - Safety	$	-		3,500		3,000	3,000
74.90.4430.00	Supplies - Training	$	-		500		500	500
74.90.4440.00	Supplies - Vehicles	$	-		750		500	500
74.90.4460.00	Uniforms	$	500		500		500	600
	Total Commodities	$	500	$	14,750	$	9,250	10,330
	Other Charges							
74.90.4515.00	Depreciation	$	4,314		7,000		7,000	8,500
74.90.4540.00	Insurance	$	2,616		1,600		4,200	3,700
74.90.4560.00	Memberships & Subscriptions	$	-		500		300	300
74.90.4570.00	Miscellaneous	$	-		1,000		500	500
	Total Other Charges	$	6,930	$	10,100	$	12,000	13,000
			Capital					
	Capital - $5,000/item min.							
74.90.4840.00	Infrastructure	$	217,655		515,000		395,000	2,168,750
	Total Capital	$	217,655	$	515,000	$	395,000	2,168,750
	Total Budget Request	**$**	**473,221**	**$**	**1,004,000**	**$**	**836,550**	**2,622,930**

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CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Cash Available								$ 143,514
Ending Fund Balance								$ 143,514
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2019 Actuals	0							

	CEMETERY PERPETUAL FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
80.01.3940.00	CEMETERY LOT PURCHASE	7,979	903	8,000	900
80.01.3960.00	INTEREST INCOME	870	100	875	400
	SUBTOTAL	8,848	1,003	8,875	1,300
	TOTAL FUND REVENUES	8,848	1,003	8,875	1,300
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				142,214
	TOTAL ANTICIPATED FUNDS AVAILABLE				143,514

Cemetery Perpetual Fund

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

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LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	453,000	475,000	152,000	14,500	1,094,500	-	-	1,094,500
Totals	$ 453,000	$ 475,000	$ 152,000	$ 14,500	$ 1,094,500	$ -	$ -	$ 1,094,500
Total Cash Available								$ 6,952,731
Ending Fund Balance								$ 5,858,231
% of Total Budget	0.00% #	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2019 Actuals	2,260,637							

	LIBRARY FUND	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
92.01.3730.00	LIBRARY FACILITIES FEE	316,560	20,000	316,560	215,000
92.01.3953.00	DONATION	-	3,500	9,500	3,500
92.01.3960.00	INTEREST INCOME	2,185	1,500	50,000	60,000
92.01.3970.00	MISCELLANEOUS	-	7,500	7,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	145,599	824,716	827,171	703,095
92.01.3999.00	TRANSFERS IN - TOJ		1,022,660	1,022,066	1,138,455
	SUBTOTAL	464,343	1,879,876	2,232,797	2,127,550
	TOTAL FUND REVENUES	464,343	1,879,876	2,232,797	2,127,550
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				4,825,181
	TOTAL ANTICIPATED FUNDS AVAILABLE				$ 6,952,731
	RESTRICTED FOR IMPACT ONLY (Held by Town)		1,168,192		

Library Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Personnel Services				
92.90.4001.00	Salaries	$ 192,849	410,000	412,500	438,000
92.90.4010.00	Payroll Taxes	$ 14,753	15,000	15,000	15,000
92.90.4025.00	Workers Compensation	$ 407	-	-	-
	Total Personnel Services	$ 208,010	$ 425,000	$ 427,500	$ 453,000
	Contractual Services				
92.90.4122.00	Maintenance - Buildings	-	300,000	50,000	380,000
92.90.4127.00	Maintenance - Infrastructure	-	100,000	-	-
92.90.4145.00	Printing & Advertising	-	20,000	32,000	32,000
92.90.4150.00	Professional Services	-	10,000	10,000	10,000
92.90.4170.00	Telephone & Internet	-	7,500	7,500	8,000
92.90.4180.00	Travel & Training	-	5,000	5,000	5,000
92.90.4190.00	Utilities	-	40,000	40,000	40,000
	Total Contractual Services	$ -	$ 482,500	$ 144,500	$ 475,000
	Commodities				
92.90.4310.00	Computers & Software	-	15,000	5,000	5,000
92.90.4385.00	Supplies - General	-	3,000	12,000	87,000
92.90.4390.00	Supplies - Janitorial	-	2,000	2,000	3,000
92.90.4400.00	Supplies - Office	-	35,000	-	12,000
92.90.4410.00	Supplies - Operational	-	74,000	92,000	45,000
	Total Commodities	$ -	$ 129,000	$ 111,000	$ 152,000
	Other Charges				
92.90.4540.00	Insurance	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	-	2,500	2,500	7,500
92.90.4570.00	Miscellaneous	-	545,915	2,000	2,000
	Total Other Charges	$ -	$ 553,415	$ 9,500	$ 14,500
	Capital - $5,000/item min.				
92.90.4810.00	Buildings	-	-	1,320,000	-
92.90.4830.00	Equipment	-	-	45,000	-
	Total Capital	$ -	$ -	$ 1,365,000	$ -

Library Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Total Budget Request	**$ 208,010**	**$ 1,589,915**	**$ 2,057,500**	**$ 1,094,500**

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RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	500,000	-	-	500,000	-	-	500,000
Totals	$ -	$ 500,000	$ -	$ -	$ 500,000	$ -	$ -	$ 500,000
Total Cash Available								$ 750,000
Ending Fund Balance								$ 250,000
% of Total Budget	0.00% #	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%
2019 Actuals	21,482,071							

	RECREATION CENTER FUND REVENUES	2020 Jan - Sept Actuals	2020 Proposed Budget	2020 Estimated	2021 Proposed
96.01.3999.00	TRANSFER IN	-	600,000	600,000	750,000
	SUBTOTAL	-	600,000	600,000	750,000
	TOTAL FUND REVENUES	-	600,000	600,000	750,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)				(0)
	TOTAL ANTICIPATED FUNDS AVAILABLE				750,000

Recreation Center Fund

Acct. No.	Account Title	2020 Jan - Sept Actuals	2020 Adopted Budget	2020 Estimated	2021 Proposed
	Contractual Services				
96.90.4135.00	Other Contractual Services	$ 233,422	500,000	500,000	500,000
		$ 233,422	$ 500,000	$ 500,000	$ 500,000
	Capital - $5,000/item min.				
96.90.4810.00	Buildings	$ 8,107,167	12,000,000	8,500,000	-
		$ 8,107,167	$ 12,000,000	$ 8,500,000	$ -
96.90.4999.00	Transfer Out	$ -	-	2,136,360	-
	Total Budget Request	**$ 8,340,589**	**$ 12,500,000**	**$ 11,136,360**	**$ 500,000**

Exhibit B

Town of Johnstown 2021 Amended Proposed Budget Changes

General Fund – There has been a decrease in fund balance of $3,736,363. The changes are detailed as follows:

Description	Impact
Revenues – 2020 increased	$ 660,304
Expenses – 2020 increased	-184,092
Revenues – 2021 increased – Weld and Larimer Property taxes	1,404,725
Transfers – 2021 increased – Library for mill levy and loan to Water Fund	-5,254,950
Expenses – 2021 increased – Planning internet $1,300, Carpet replacement at PD ($17,000), JHA $376,000, Insurance $2,050	-362,350

Parks & Open Space – There has been a decrease in fund balance of $104,285. The changes are detailed as follows:

Description	Impact
Revenues – 2020 decreased	$ -53,785
Expenses – 2020 increased	-40,500
Expenses – 2021 increased – Tree voucher program	-10,000

Water Fund – There has been an increase in fund balance of $4,910,270. The changes are detailed as follows:

Description	Impact
Revenues – 2020 increased	$ 52,563
Expenses – 2020 increased	-139,450
Revenues – 2021 increased – loan from General Fund	5,000,000
Expenses – 2021 increased – insurance	-2,843

Sewer Fund – There has been an increase in fund balance of $52,425,038. The changes are detailed as follows:

Description	Impact
Revenues – 2020 increased	$ 2,450
Expenses – 2020 decreased	8,100
Revenues – 2021 increased – proceeds from bonds	54,450,000
Expenses – 2021 increased – insurance $2,843, bond payments $1,998,069, 2020 CMAR carryover $34,600	-2,035,512

Drainage – There has been a decrease in fund balance of $458,500. The changes are detailed as follows:

Exhibit B
Town of Johnstown 2021 Amended Proposed Budget Changes

Description	Impact
Expenses – 2020 increased	-33,500
Expenses – 2021 increased – Rebuild dam	-425,000

Street & Alley Fund – There has been a decrease in fund balance of $1,000 as the result of an increase in insurance.

Capital Projects Fund – There has been a decrease in fund balance of $6,000 as the result of a decrease in 2020 revenue projections.

Cemetery Perpetual Fund – There has been an increase in fund balance of $1,000 as the result of increased revenues in 2020.

Recreation Center Fund – There has been an increase in fund balance of $100,000 as the result of a decrease in expense projections for 2021 of $100,000.

Library Fund – There has been an increase in fund balance of $113,367. The changes are detailed as follows:

Description	Impact
Revenues – 2020 increased – Library facilities fee	$ 27,112
Revenues – 2021 increased – Town transfer increased as a result of higher property tax estimates $254,955	254,955
Expenses – 2020 increased	-168,700

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 16, 2020

SUBJECT: Public Hearing for Conditional Use Grant – Warren Residence, 305 W. S. 1st Street (Case #USR20-0002)

ACTION PROPOSED: Consider Resolution 2020-36 approving the Conditional Use Grant for Warren Residence, 305 W. S. 1st Street – use of an historically single-family structure as a single-family residence in the CB (Central Business) zone

ATTACHMENTS:
1. Vicinity Map
2. PZC Agenda Memorandum
3. Application
4. Resolution 2020-36

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Planning & Zoning Commission held a public hearing on October 14, 2020, regarding a Conditional Use Grant for the Warren Residence at 305 W. S. 1st Street, to grant the use of this structure and property as a single-family residence in the CB (Commercial Business) zone, as required by Johnstown Municipal Code.

The two structures on site appear to have been used historically as a single-family home and a guest house (464 SF), with a change to a commercial use prior to 2014, per Weld Co Assessor records. The structures were reportedly built in 1910 and 1930. According to the application, this change of use to commercial did not require any modifications to the existing structure and it remains largely intact. The request is to change the use back to residential. The existing commercial signage would need to be removed as a condition of this conditional use grant to revert to the residential appearance.

The small guest house on-site may be used as an accessory structure in conjunction with the primary residence; were it to be leased separately, it would constitute an “accessory dwelling unit,” which is not a permitted use in the Johnstown Municipal Code. Use of the property as a single-family residence, in compliance with current municipal code, is a recommended condition. If the Town’s land use codes are modified in the future such that this use may be permitted, this issue could be revisited.

Parking is provided on-site with a parking pad at the rear of the lot, with access gained via apparent railroad right-of-way. There is no known easement to utilize this right-of-way and the Town is unable to guarantee continued use of the that right of way to access the property.

The Planning & Zoning Commission voted to recommend approval of the Conditional Use Grant with conditions reflected in the Resolution.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2020-36 approving the Conditional Use Grant for 305 W S 1st Street (Warren Residence) with conditions.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Resolution 2020-36 approving the Conditional Use Grant for 305 W S 1st Street (Warren Residence) with conditions.

For Denial

I move that the Town Council deny Resolution 2020-36 related to the Conditional Use Grant for 305 W S 1st Street (Warren Residence).

Reviewed and Approved for Presentation,

____

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2020-36

RESOLUTION APPROVING A CONDITIONAL USE GRANT FOR PROPERTY LOCATED AT 305 WEST SOUTH FIRST STREET PURSUANT TO ARTICLE VII OF CHAPTER 16 OF THE JOHSNTOWN MUNICIPAL CODE

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, Lora Warren, the property owner, filed an application for a conditional use grant to allow single-family residential use of property located at Lot 3A, Block 4 of the Replat of Block 4 Town of Johnstown Subdivision, Town of Johnstown, County of Weld, State of Colorado, known by street address as 305 West South Street, and comprised of approximately .118 acres ("Property"); and

WHEREAS, the Property is located in the Central Business CB District; and

WHEREAS, Section 16-242(4) of the Johnstown Municipal Code ("Code") provides that residential use may be permitted in the Central Business CB District upon approval of a conditional use grant as provided in Article VII of Chapter 16; and

WHEREAS, Article VII of Chapter 16 of the Code regulates conditional use grants, setting forth, among other matters, the petition process and the criteria for consideration of a conditional use grant; and

WHEREAS, on October 14, 2020, pursuant to Section 16-106 of the Code and after due notice, the Planning and Zoning Commission conducted a public hearing and recommended approval of the conditional use grant subject to certain conditions; and

WHEREAS, on November 16, 2020, pursuant to Section 16-106 of the Code and after due notice, the Town Council held a public hearing; and

WHEREAS, after considering the Planning and Zoning Commission's recommendations and the factors contained in Section 16-105 of the Code, reviewing the file, and conducting such public hearing, the Town Council desires to approve the conditional use grant subject to conditions.

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

1. Approval of Conditional Use Grant. Lora Warren's ("Applicant") application for a conditional use grant for property located at Lot 3A, Block 4 of the Replat of Block 4 Town of Johnstown Subdivision, Town of Johnstown, County of Weld, State of Colorado ("Property"), known by street address as 305 West South Street, and comprised of approximately .118 acres, is hereby approved subject to the conditions set forth below.

2. Conditions of Approval. The conditional use grant is approved subject to the following conditions:

   a. The Applicant shall have all commercial signage removed from the Property within one (1) year of the date of this Resolution;

   b. The Applicant shall work with the Weld County Assessor's Office to change the use classification to residential within a reasonable timeframe;

   c. The Property shall be used as one (1) single-family detached residential dwelling unit, with the primary structure used as a dwelling unit and the secondary structure to the rear of the Property not used as a separate dwelling unit by unrelated persons;

   d. Upon a change in zoning code, if at all, the single-family use shall be governed by the most appropriate zoning for detached single-family residential dwelling units, as determined by the Town;

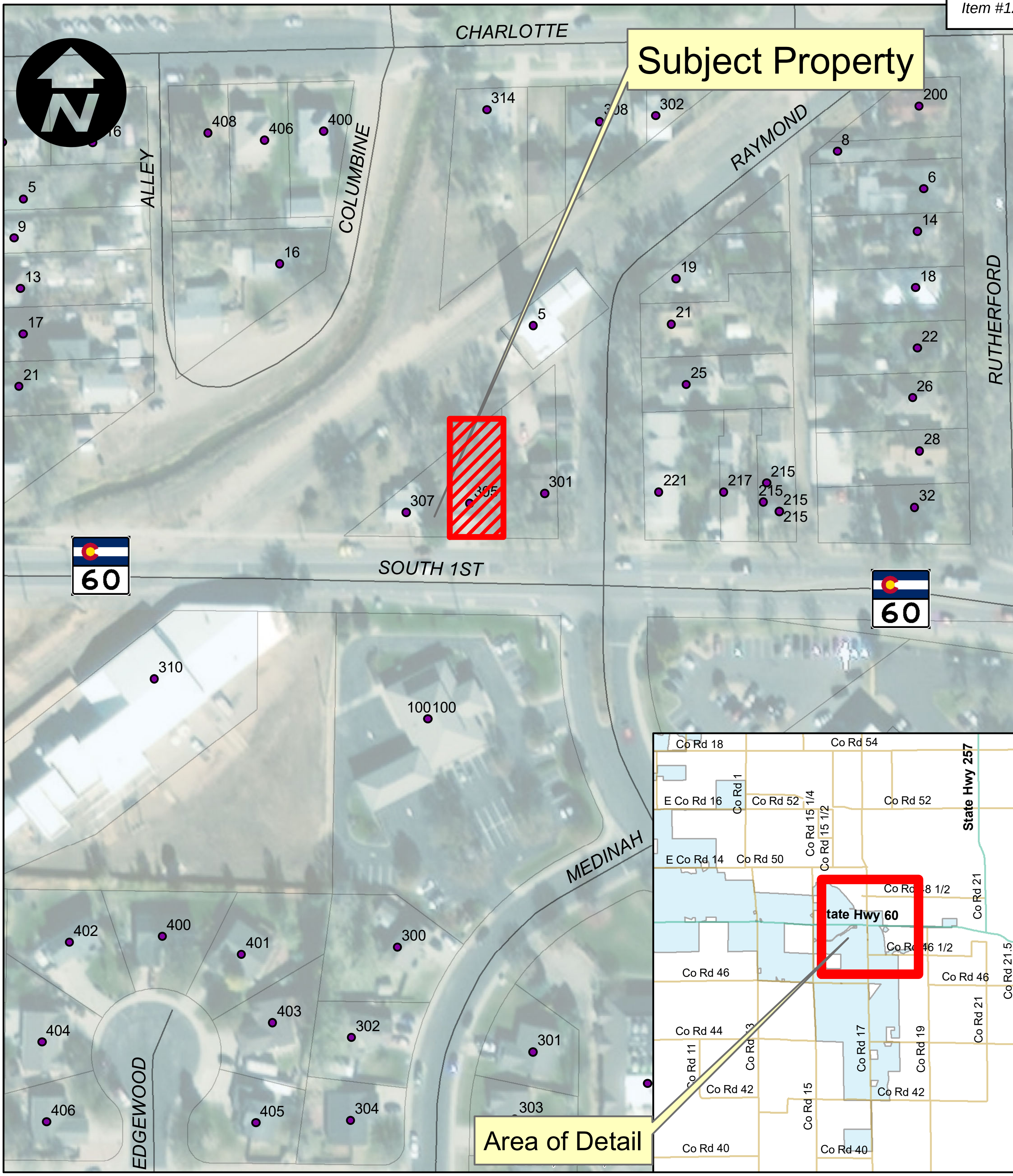
   e. The conditional use grant may be reviewed and, in Town Council's discretion, terminated pursuant to Section 16-104 of the Code based upon, among other potential grounds, a substantiated complaint evidencing that the use is not compatible with the surrounding area; and

   f. The Town provides no assurance or commitment regarding access to the rear of the Property from, through or over Great Western Railroad's right of way.

3. Effective Date. This Resolution shall be effective on the date set forth below.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of ____________, 2020.

ATTEST:	**TOWN OF JOHNSTOWN, COLORADO**
By: ____________________________	By: ________________________________
Diana Seele, Town Clerk	Gary Lebsack, Mayor



USR20-0003
Warren Residence
305 W. South 1st St.

125 250

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**USR20-0003: Warren Residence**
DESCRIPTION:	Conditional Use Grant for use of a property in the CB (Central Business) zone as a single-family residence
LOCATION:	305 W. South 1st St. (Parcel #105905423007)
APPLICANT:	Lora Warren, owner
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	October 14, 2020

PROPERTY INFORMATION

The applicant, Lora Warren, is requesting a Conditional Use Grant to allow for a single-family residential use on the propety located at 305 W. South 1st St. (*See exhibit A – Application Materials)*, at the northwest corn of W South 1st St. (CO-60) and Raymond Ave. The property is .118 acres (5,140 square feet) and is located in the CB – Central Business zone. The surrounding properties are zoned CB as well.

The property is surrounded by a variety of uses. The property to the west is a detached single-family residence, a legal non-conforming use in the CB zone. North-adjacent (rear) is an old grain silo and accompanying buildings. Currently, it is being converted into a residence by the owner. To the south and across W. South 1st St. is Johnstown Center, a commercial development which includes a grocery store, fast food restaurant, and strip mall on one side of Johnstown Center Dr, while a bank sits on the other side. Property directly west is the subject of USR20-0002, which is seeking to change front a commercial office to a detached single-family residential use.

An active spur line of the Great Western Railway runs behind this property, adjacent to the Hillsboro ditch, seperating the CB zone from the SF-1 single-family detached zone.

HISTORY

The property in question was subdivided in 1902 as part of the original plat of Johnstown, and was annexed with that original plat. The property contains a single-family detached home that was built in 1905. There was no zoning until June, 1953, when the property was zoned “B” Residence, which allowed for the single-family residence built upon it. Zoning code was further updated in September, 1972. It was at this time the property received its current zoning designation of CB- Central Business. The property was replatted in 1999, condensing the original five (5) lots on the block into three (3).

The residence on the property was traditionally used as a single-family residence, though it has been used as a commercial office for a number of years. Its use as a commercial offices predates the applicants’ purchase and use of the property as such.

NOTICE

Notice was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, October 8, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed project and surrounding area. Note that a community meeting was not held for this project at the request of the Planning & Development Director.

PROJECT OVERVIEW AND ANALYSIS

The applicant is proposing to revert the use of the property back to single-family residential from commercial office. The structure is a 1,125 square-foot detached single-family residence, featuring one above-grade floor. There is a parking pad for at least two vehicles at the rear of the property, though according to GIS it does not appear to be located on the property. Access to this pad crosses Great Western Railroad ROW from S. Raymond Ave. However, it appears the railroad company has at least acknowledged this access across their property, as they signed the replat of the lots in 1999. That replat called out the outbuildings to the rear of the property, and historic aerial imagery from 1998 and later shows vehicles parked in the railroad ROW. Such use would constitute at the least a prescriptive easement, as the use has been historical in nature and, though without the owner’s permission, has continued uninterrupted in the open for a significant period of time; in this case at least 20 years.

The exterior of the structure retains its detached single-family appearance. There is a monument sign in the front yard, and one ground-mounted banner on the east side in addition to numerous other small commercial signs. Staff will recommend removal of these signs as a condition of approval.

The rear yard is fenced in, though some structures appear to cross property lines. This is not an uncommon occurrence in areas that were platted and built at the turn of the 20th century. It should be noted that the CB zone stipulates no minimum setbacks, building sizes, or lot sizes. In this way, the zone accounts for the unique nature of century-old development. Within this rear yard is a secondary dwelling, or what one might consider a guest house. Per Weld County records, this structure, built in 1930, is 464 square-feet and contains one (1) bedroom and one (1) bathroom. Staff will request a condition of approval such that this guest house cannot be separately rented as another dwelling unit, as detached single-family residential uses, defined in the SF-1 zone, do not permit such uses.

The main residence seems to have retained its residential facilities. The kitchen, bedrooms, and bathroom facilities still remain from the historic residential use. Per the applicant, the only thing required to utilize the property as a residence, other than this permit, is furniture. It should be noted, however, that the Weld County Assessor's Office classifies this property as commercial, rather than residential. This classification changed prior to 2014 valuation, as shown in Weld County records. The exact date is unknown, as Weld County only provides notices of valuation back to 2014. Per the applicant, the classification of the property as commercial was the impetus for the conditional use grant. Applicant stated she cannot afford the taxes on a commercial property, and intends to live on the property, using it as a detached single-family residence.

The property has one parking area, containing two (2) spaces for vehicles, at the rear of the property, accessible from Raymond Ave by way of the aforementioned railroad ROW. There is additional space for on-street parking, if needed. There is one entrance, accessible by paved walkway from the public sidewalk along W. South 1st St.

Comprehensive Plan Goals

Goal CC 1 – Walkable, mixed-use economic centers: Residential activity in centers

Use of this property as a residence would provide additional housing within a walkable distance to Johnstown's historic downtown area.

Goal DT 4 – Introduce complementary residential areas into the downtown area: Housing types and character

Allowing this property to be used as a single-family residence will add to the housing mix in Johnstown's downtown area. This property has a smaller-sized residence on a small lot, creating an affordable and unique housing opportunity.

Staff Concerns
Staff is concerned with the monument signage in front of the house, located in the front yard. This sign is commercial in nature and will need to be removed prior to staff support of this project. Any other signage located on site will also need to be removed. Staff would require removal of any commercial signage as a condition of approval.

Staff is also concerned about the access to the property. Though it appears as though Great Western Railroad acknowledged the historic access by signing the 1999 replat, this cannot be known for sure. And while it appears property owners have a prescriptive easement through railroad property to access parking for their property, planning staff are not attorneys, and therefore cannot make such presumptions regarding land use law. At the very least, this is something the applicant needs to be aware of regarding their property.

Finally, staff is concerned with the guest house at the rear of the property. Because it is outfitted with a bedroom and bathroom, there is the potential for the applicant or future property owners to use it as an income property. Such use would add a second dwelling unit to the property, and the SF-1 zone, which governs detached single-family residential uses such as this one, does not permit multiple dwelling units on the same property. As a condition of approval, staff will request the additional structure not be rented out as a separate dwelling unit.

RECOMMENDED FINDINGS AND MOTIONS
Based on the application received and the preceding analysis for the Smith Residence Conditional Use Grant, located at 305 W. South 1st St., the Planning & Zoning Commission finds:

1. The property in question was historically used as a single-family residence.

2. Use of the property as a single-family residence will not negatively impact the surrounding area.

3. The proposed Conditional Use Grant will advance the goals set forth in the Johnstown Area Comprehensive Plan.

4. The proposed Conditional Use Grant is in substantial conformance with all applicable Johnstown regulations, standards, and codes.

and therefore, moves to recommend to the Town Council approval of the Smith Residence Conditional Use Grant, located at 305 W. South 1st St, with the following conditions:

ATTACHMENT 2

1. Applicant have all commercial signage removed from the property within one (1) year of the final approval of this Conditional Use Grant
2. Applicant work with the Weld County Assessor's Office to change the use classification back to residential within a reasonable timeframe.
3. The property be used as a single-family detached residence, and that only the primary structure be used as the dwelling unit, and the secondary structure not be used as a separate dwelling unit..
4. Upon change in zoning code, and so long as this conditional use grant is valid, the single-family use shall be governed by the most appropriate zoning for detached single-family residential.
5. That this Conditional Use Grant be reviewed upon legitimate complaint, at the sole discretion of the Town.

Alternate Motions

A. Motion to Approve with No Conditions: "I move that the Commission recommend to Town Council approval of the Smith Residence Conditional Use Grant, located at 305 W. South 1st St., as presented. "

B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of the Smith Residence Conditional Use Grant, located at 305 W. South 1st St., based upon the following…"

Respectfully Submitted,

Planner:	Reviewed by:
Darryll Wolnik	Kim Meyer
Planner II	Planning & Development Director

File Name: S:\PLANNING\2020 Land Use Projects\USR20-0002 CUG 301 S 1st Street Residential Use\Staff Report.docx

ATTACHMENT 2

ATTACHMENTS

A Application Materials and Conditional Use Grant Letter

B Vicinity Map

ATTACHMENT 3

Town of Johnstown

LAND USE APPLICATION

Project Name: 7 Parcels - Convert Commercial to Residential

Description: Turn Original House (turned Commercial) back to house.

Land Use: □ Site Development Plan □ Use by Special Review ☑ Conditional Use Grant □ Annexation

Subdivision: □ Replat/Minor □ Preliminary □ Final □ Combined Prelim/Final

PUD: □ Outline/ODP □ Prelim/PDP □ Final/FDP

Zoning: □ Establish Zoning ☒ Rezone

Wireless: □ Small Cell □ EFR □ Alt. Tower □ Base Station □ Tower/Other

Other: □ Downtown Façade Grant

Site Address or Parcel #s: 305 W. South 1st Street Johnstown

Applicant/Project Owner: 7 Parcel LLC Lora Warren

Applicant Address: 2125 Bluebell Ave Greeley 80631

Email: lora@mayfields.com Telephone: 970 690 2423
or 7cycleresearch@gmail.com

Consultant /Representative: n/a

Consultant Address: ______

Email: ______ Telephone: ______

Landowner Authorization to Proceed with Land Use Action: (Required)

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "applicant" and/or "authorized representative" to represent me/us in all aspects of the land use process for the project being submitted with this application. □ Please keep me informed of the status and progress of this project via email at the address below. □ I do NOT want to be updated on this project. (To modify this request, contact Planning@TownofJohnstown.com)

Landowner(s): Lora Warren Lora Warren

Email: Same as above Telephone: ______

Lora Warren

Signature of Landowner Signature of Landowner

Town of Johnstown

1 message

Lora Mayfield-Warren <7cycleresearch@gmail.com> Mon, Sep 21, 2020 at 4:11 PM
To: Me Email <lora@mayfields.com>

We purchased the building at 305 West South 1st Street in January of 2019. We were told/sold this building (by the realtor) that it was the perfect opportunity to grow a business.

I had a successful Christian weight loss business that I ran in downtown Windsor. Unfortunately, the building I was in -sold and I was forced to relocate.

We really believed this Johnstown office was a prime location -as it was right on a very busy 'main' street, much like my office was, in Windsor. In over a year and a half, I have gotten zero business from anybody from Johnstown.

Almost a year ago -the next door neighbor (an insurance company) came over and told me she's gotten no business in her location and she wasn't making it. Naturally, this scared me!

Over the course of the last year and a half, I've learned from many, that our location is actually quite difficult to network and bring in business. I've had an opportunity to talk with several business owners that have been in my building and they've all told me that it was not good for their business to be there. Heart of the Rockies counseling confided in me that they were not successful in having their counseling service in my building. Even the previous owners left their office space as soon as their lease was up.

In March... when the virus hit... it put an and to my non-essential company and I was forced to get a job. I'm now working full time and don't plan on leaving my position.

Originally, when we purchased this, the realtor told us that the owners were not good managers and that was why they weren't doing well there . He told us we could get a whole lot more for each room than they were asking but they were just too 'soft-hearted' and had a habit of renting to their friends at a reduced rates... what we've learned overall; it's been very difficult to rent any of our rooms.

Ultimately, all of this has been very stressful on my marriage. It is now necessa to convert this office into 'my home' as my husband and I have decided to divorce.

In the 12 months I have spent $43,000 in mortgage payments, taxes and insurance and my recent appraisal came in $30,000 less than the original appraisal a year and a half ago.

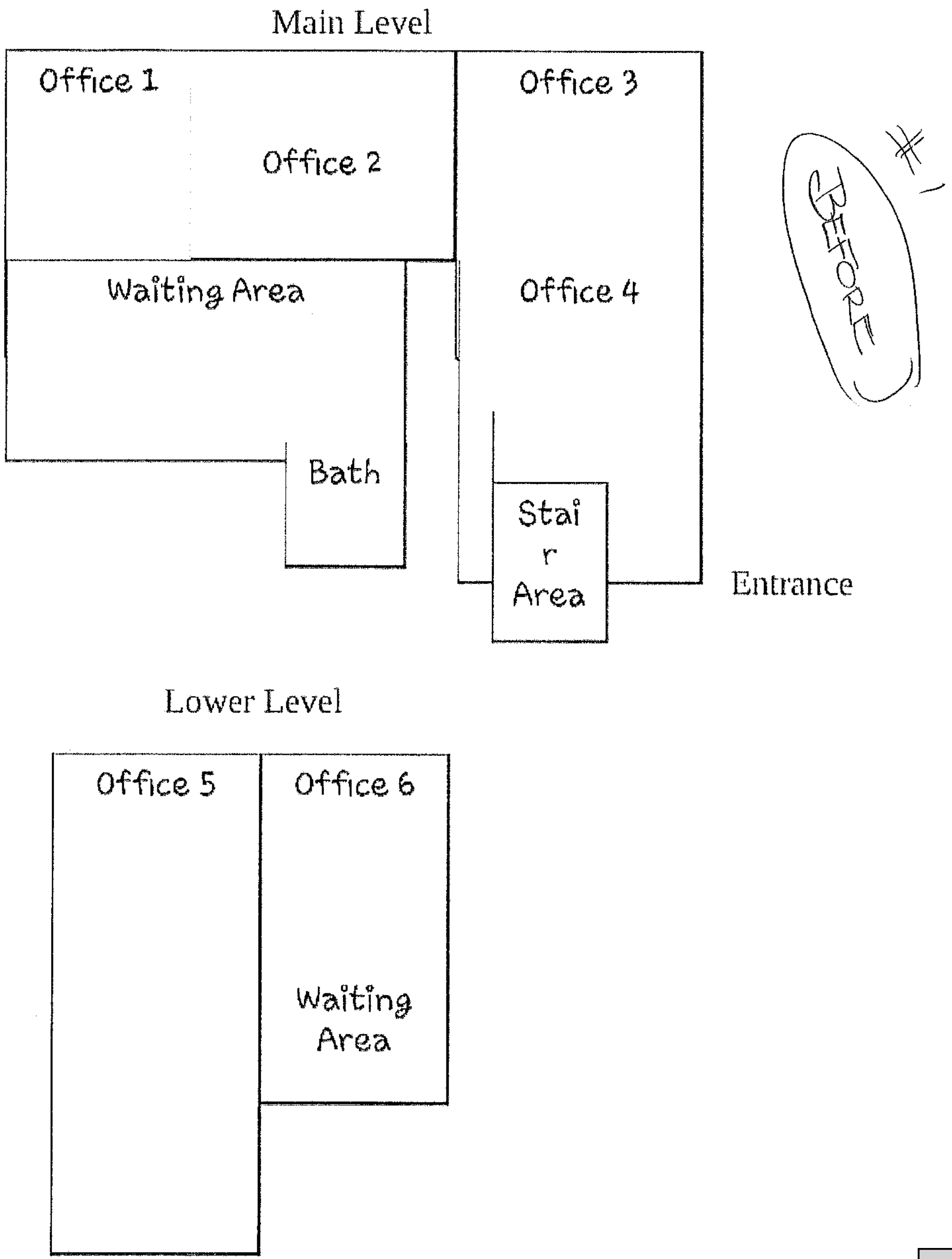
I need to turn this building into a home that I can now live in.

I do believe Johnstown is a great place to live and my hope is that by having this as my home, in the long run, it will also be a wiser investment.

Thank you so much for considering this.

Sincerely,

Lora Warren


Main Level
Office 1
Office 2
Office 3
Office 4
Waiting Area
Bath
Stai
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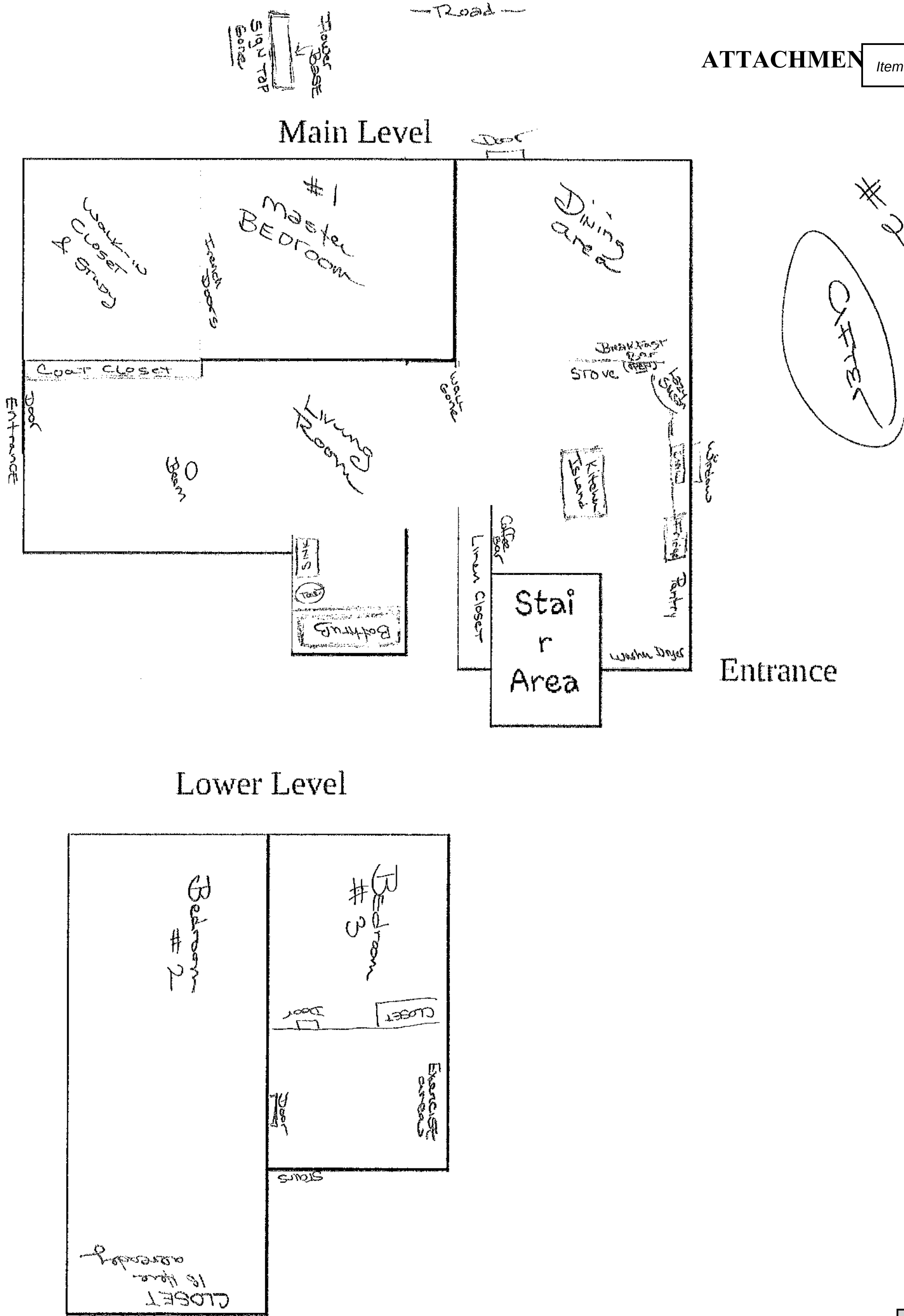
Area
Entrance
BEFORE
#1
Lower Level
Office 5
Office 6
Waiting
Area


Road
Sign Top Gone
Flower Base
Main Level
Door
#1 Master Bedroom
Walk-in Closet & Study
French Doors
Dining area
#2
Coat Closet
Door
Entrance
Wall Gone
Living Room
Beam
Breakfast Bar
Stove
Kitchen Island
Window
Coffee Bar
Linen Closet
Sink
Toilet
Bathtub
Stair Area
Pantry
Washer Dryer
Entrance
Lower Level
Bedroom #2
#3 Bedroom
Door
CLOSET
Door
Exercise area
Stairs
CLOSET