TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, January 18, 2023 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. January 4, 2023 Council Meeting Minutes
2. December 2022 Additional List of Bills
3. December 2022 Financial Statements
4. Resolution 2023-04: Application to Northern Colorado Water Conservancy District for Annual Renewable Perpetual Water Contract for Right to Use Colorado Big Thompson Water (CBT) under C.R.S 37-45-131.
5. First Amendment to The Ledge Rock Water And Sewer Pipeline Escrow Agreement

TOWN MANAGER REPORT

6. Town Manager's Report

TOWN ATTORNEY REPORT

OLD BUSINESS

NEW BUSINESS

7. State Highway 60 waterline proposals, contract, and exhibit.
8. Consider Approval to Order the Traffic Signal Poles for the Intersection of SH 60 and Carlson Boulevard

PUBLIC HEARING

9. Resolution 2023-05 regarding the Rieder Farm Annexation
10. Ordinance 2023-239 regarding the Rieder Farm Annexation
11. Ordinance 2023-240 Approving H-A Zoning for the property known as Rieder Farm Annexation

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

12. Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 no later than 48 hours before the meeting in order to request such assistance.

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, January 04, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

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

Pledge of Allegiance

ROLL CALL

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

AGENDA APPROVAL

Councilmember Mellon moved to approve the agenda.

Councilmember Berg provided the second and the motion was approved.

SPECIAL PRESENTATIONS

BUSINESS OF THE MONTH

Sarah Crosthwaite, Economic Development Manager, presented the business of the month to Imprint Family Chiropractic.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Councilmember Molinar moved to approve the consent agenda.

Councilmember Morris seconded, and the motion passed with a roll call vote.

1. December 19, 2022 Town Council Meeting Minutes
2. Resolution Number 2023-01 A Resolution Designating the Public Place for Posting Notices Pursuant to C.R.S. Section 24-6-402(2)(c)
3. Resolution 2023-02 Adopting the 2023 Three Mile Plan

4. Resolution 2023-03 Appointing a Member to the Planning & Zoning Commission
5. Johnstown 2023 - 2032 Capital Improvement Plan
6. List of Bills - December 2022

TOWN MANAGER REPORT

Matt LeCerf, Town Manager, noted his report was provided to Council and would be posted to the Town website.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

OLD BUSINESS

There was no Old Business on the agenda.

NEW BUSINESS

7. Second Amendment To Intergovernmental Agreement Between Town of Johnstown and Weld County Reorganized School District RE-5J Concerning Annexations and School Site Dedication or Payments In Lieu For School Site Purposes

   Mr. LeCerf, spoke to the agreement noting it would go into effect upon adoption, and referenced the public hearing held on December 19, 2022 regarding this item.

   Councilmember Mellon moved to approve the Second Amendment to Intergovernmental Agreement Between Town of Johnstown and Weld County Reorganized School District RE-5J Concerning Annexations and School Site Dedication for Payments In-Lieu of School Site Purposes.

   Councilmember Young seconded and the motion passed unanimously.

PUBLIC HEARING

8. Ordinance 2023-238 Approving the North Ridge P.U.D. Outline Development Plan Amendment No. 1

   Mayor Lebsack opened the public hearing for Ordinance 2023-238.

   Kim Meyer, Planning Director, spoke to the North Ridge Outline Development plan details, noting the amendment would be to increase the area of residential land use in Planning Areas A and D. Ms. Meyer noted Planning Commission recommendation was to deny the ordinance.

   Mark Hunter, Development Council for Caliber Companies, spoke to Council on housing and the need for affordable housing. There was discussion on the Town's Comprehensive Plan with citizen and developer input.

   Arleen Taniwaki, ArLand Land Use Economics, addressed Council regarding regional commercial centers, and the demographics of this amendment. Ms. Taniwaki overviewed existing regional centers, and scenarios that would support this item and Mr. Hunter noted the developer is committed to the commercial development, but are seeking to bookend with single family, multi-family where zoned and mixed use where zoned.

   Roy Bade, Chief Development Office of Caliber, and Ryan Schaefer, NNAI Affinity, addressed Council. Mr. Shaffer noted there is a change in commercial type of demand. Mr. Bade spoke to the various areas of the outline development plan.

   Council spoke to the small town feel of Johnstown, and asked that the development representatives ask themselves why they departed from the plan as originally introduced.

Mayor Lebsack opened the public hearing for comment for residents wishing to speak in favor of the item, to which there was none.

Mayor Lebsack opened the public hearing for comments opposed.

Marsha Buckley spoke in opposition of this item.

Mayor Lebsack closed the public hearing.

Council general comments were regarding the why of the amendment being proposed and expressed the desire to see a different option.

Councilor Mellon moved to approve Ordinance 2023-238 on first reading, on the condition that all residential development is removed from Planning Area A from the Outline Development Plan Amendment, approving North Ridge P.U.D Outline Development Plan Amendment No. 1, Loacted in the Southeast Quarter of Section 22, Township 5 North, Range 68 West, County of Larimer, State of Colorado, Consisting of Approzimately 60 acres.

Councilor Molinar seconded and was approved on first reading as amended.

COUNCIL REPORTS AND COMMENTS

Councilmember Berg noted the Veteran's Memorial Project is on track for a March dedication.

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

9. Informational Items

   Informational items were included in the packet.

ADJOURN

Mayor Lebsack adjourned the January 4, 2023 Regular Town Council Meeting at 9: 28 p.m.

_____

Gary Lebsack, Mayor

_____

Hannah Hill, Town Clerk

Town of Johnstown

List of Bills - December 20, 2022 - January 3, 2023

Vendor	Description	Dept.	Amount
24/7 Networks, Inc.	Network improvements	ADM	728.36
2534 Retail Phase 1, LLC	Reimbursement of sales tax	ADM	90,334.07
Ace Hardware	Supplies	PW	1,632.91
Adamson Police Products	Uniforms	PD	1,821.83
All Copy Products, Inc	Copier supplies	PD	100.70
Batteries Plus	Supplies	PW	221.24
Blue Raven Solar	Refund Johnstown use tax	ADM	159.06
Boulder Scientific Land LLC	Easement	PW	51,536.00
BPS Tactical, Inc.	Uniforms	PD	560.00
Browns Hill Engineering & Controls	Equipment maintenance	PW	12,486.00
B's Coffee LLC	Supplies	ADM	30.00
Calibre Press	Training grounds	PD	399.00
Cintas	Mat supplies/service	ALL	183.63
Civil Resources	Raw water transmission line	PW	69,817.00
CMC Tire	Vehicle supplies	PW	1,940.00
Colorado Analytical Labs	Lab testing	PW	593.00
Colorado Tree Coalition	Arbor Day vouchers	ADM	10,000.00
Community Center Refunds	Community center refunds	ADM	430.00
Connell Resources, Inc.	Parish paving/Central Phase 1	PW	2,602,831.78
Consolidated Hillsborough Ditch Co	2nd Street bridge rehabilitation	PW	27.40
Consolidated Home Supply Ditch &	Water legal	PW	2,960.00
David J Thrower	Municipal Court Judge	ADM	840.00
DeDecker Land Surveying LLC	Professional services	ADM	1,800.00
Denali Water Solutions LLC	Sludge removal	PW	2,469.76
DES Pipeline Maintenance, LLC	Maintenance	PW	2,300.00
Ditesco LLC	Little Thompson Trail	PW	2,046.25
DPC Industries Inc	Chemicals	PW	40,184.57
DRM Real Estate Advisors LLC	Appraisal	ADM	6,500.00
Envirotech Services, Inc	Chemicals	PW	8,426.88
Evoqua Water Technologies LLC	GAC	PW	188,945.00
E-Z Excavating Inc.	Hydrant meter deposit refund	ADM	1,500.00
Ferguson Waterworks	Supplies	PW	120.40
First National Bank	Custodial services	ADM	1,022.22
Gerrard Excavating Inc.	Hydrant meter deposit refund	ADM	1,500.00
Gerrard Family Limited Partnership	Reimbursement of sales tax	ADM	1,208.75
Glyde Solar LLC	Refund Johnstown use tax	ADM	476.42
Grainger, Inc.	Supplies	PW	2,269.48
Ground Engineering Consultants, Inc.	Materials testing	PW	1,119.50
Hays Market Inc	Facade grant	ADM	10,000.00
Helton & Williamsen, P.C.	Engineering services	ADM	10,841.25
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	4,283.75
Hill & Robbins, PC	Billback - Legal services	ADM	3,880.69
IMEG Corp	Billback - Engineering services	ADM	3,670.00
Infosend, Inc.	Newsletter & utility bills	ADM	3,882.50

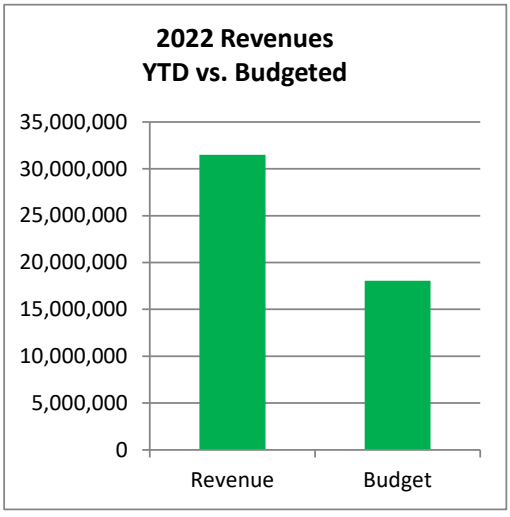
Vendor	Description	Dept.	Amount
Johnstown Breeze	Publications	ADM	282.96
Johnstown Historical Society, Ltd	Maintenance reimbursements	ADM	4,566.29
J-U-B Engineers, Inc.	South Tank construction	PW	42,555.74
JWO Engineering	SH 60 signal	PW	18,264.03
Ken Garff Ford Fort Collins	2022 Ford F150	PW	42,863.00
Kenz & Leslie Distributing	Supplies	PW	355.85
Kissinger & Fellman P.C.	Legal services	ADM	457.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	16,414.50
Mac Equipment, Inc	Supplies	PW	364.17
Mares Auto Inc.	Vehicle maintenance	PW	415.00
Mary's Mountain Cookies	Permit reimbursement	ADM	584.28
MGS Incorporated	Equipment maintenance	PW	1,194.93
Michael Baker International	Branding & wayfinding project	ADM	60,000.00
Milliken Johnstown Electric	Equipment maintenance	PW	837.92
Mountain States Pipe & Supply	Water meters	PW	14,636.85
Multistudio, Inc	Land use code	ADM	11,424.00
Napa Auto Parts, Inc	Vehicle supplies	PW/PD	1,461.70
Parallel Custom Audio	Supplies	ADM	100.00
Petty Cash	Training/supplies	ALL	62.13
Pitney Bowes	Postage meter	ADM	115.11
Poudre Valley REA	North Interceptor	PW	20,247.69
Poudre Valley REA	Utilities	PW	13,634.05
Ramey Environmental Compliance Inc.	ORC services	PW	1,975.73
Rangeview Reclamation	Hydrant meter deposit refund	ADM	1,750.00
Rhinehart Oil Co., Inc.	Fuel	PW	2,905.37
Santiagos Restaurant	Facade grant	ADM	4,815.00
SMH West, LLC	South Tank construction	PW	326,156.36
Sunbelt Rentals	Equipment rental	PW	1,717.03
TDS (430 S. Parish)	Telephone	ALL	2,156.05
TechMedia, LLC	Supplies	ADM	2,526.27
The Home Depot/GECF	Supplies	PW	345.18
Thompson Ranch Development	Reimbursement of sales tax	ADM	50,203.35
United Power	South Tank	PW	76,370.93
United Power, Inc	Utilities	PW	760.15
United States Plastic Corp	Supplies	PW	193.46
USA Bluebook	Supplies	PW	1,472.02
Utility Refunds	Utility refunds	PW	446.01
Whispir	Newsletter and phone out	ADM	240.00
Winters, Hughes & Laue, LLC	Attorneys fees municipal court	ADM	4,382.50
			3,877,332.51

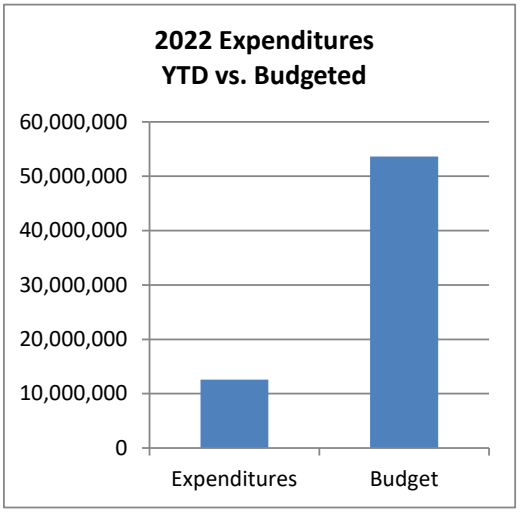
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending December 31, 2022
Unaudited

General Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	68,989,739	68,989,739	
Revenues:			
Taxes & Fees	22,622,088	16,413,716	137.8%
Licenses & Permits	4,795,035	1,156,650	414.6%
Fines & Forfeitures	242,903	160,500	151.3%
Intergovernmental	270,199	25,000	1080.8%
Earnings on Investment	440,573	52,500	839.2%
Miscellaneous Revenue	3,130,275	253,000	1237.3%
Transfers In	-	-	
Total Operating Revenues	31,501,072	18,061,366	174.4%
Expenditures:			
Legislative	2,442,187	932,500	261.9%
Town Manager	936,710	1,644,593	57.0%
Town Clerk	465,999	509,750	91.4%
Finance	339,092	417,510	81.2%
Planning	440,570	759,878	58.0%
Reimbursements	716,897	300,000	239.0%
Building Inspections	236,454	271,400	87.1%
Police	4,286,788	4,878,580	87.9%
Public Works	581,570	761,200	76.4%
Buildings	260,940	293,250	89.0%
Transfers Out	1,859,274	42,837,000	4.3%
Total Expenditures	12,566,481	53,605,661	23.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**18,934,590**	**(35,544,295)**	
Prior Period Adjustment			
Ending Fund Balance*	**87,924,330**	**33,445,444**	

** - Unaudited*

100% of the fiscal year has elapsed



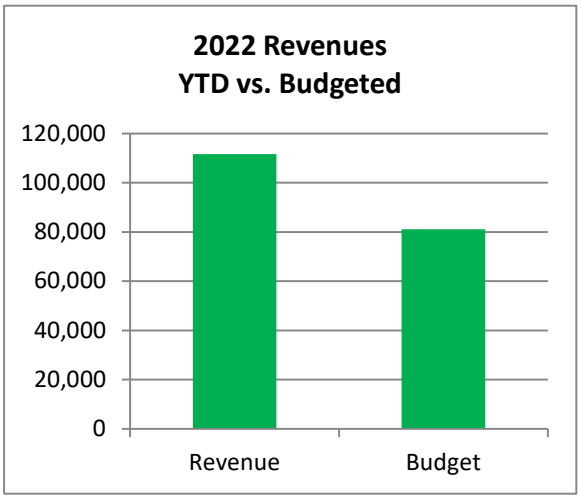


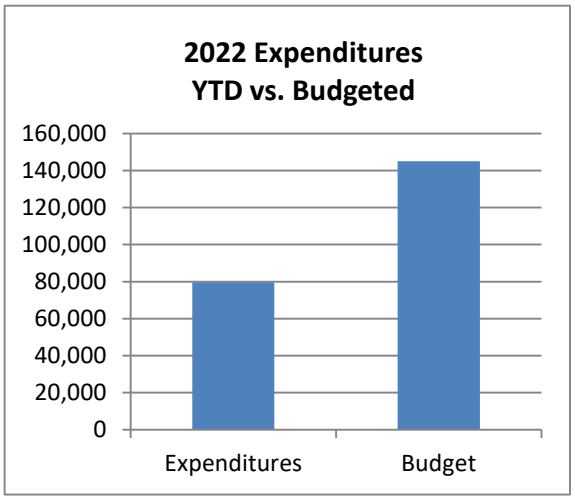
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending December 31, 2022
Unaudited

Conservation Trust Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	100,051	100,051	
Revenues:			
Intergovernmental	110,880	81,100	136.7%
Earnings on Investment	774	50	1548.0%
Total Operating Revenues	111,654	81,150	137.6%
Expenditures:			
Operations	-	-	
Capital Outlay	79,593	145,000	54.9%
Total Expenditures	79,593	145,000	54.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**32,061**	**(63,850)**	
Ending Fund Balance*	**132,112**	**36,201**	

** - Unaudited*

100% of the fiscal year has elapsed



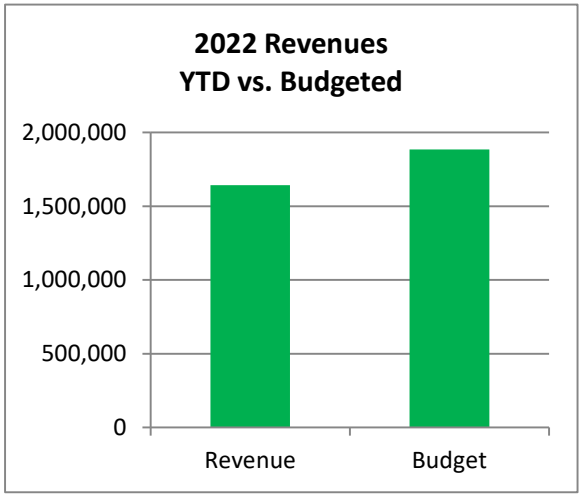


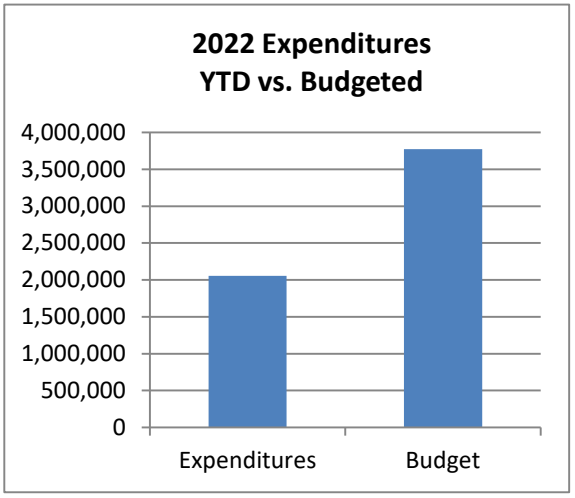
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending December 31, 2022
Unaudited

Parks and Open Space Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	7,277,919	7,277,919	
Revenues:			
Taxes & Fees	1,466,879	498,150	294.5%
Miscellaneous Revenue	76,503	222,000	34.5%
Transfers In	50,000	1,162,000	4.3%
Total Operating Revenues	1,641,781	1,884,650	87.1%
Expenditures:			
Operations	533,511	1,037,550	51.4%
Capital Outlay	1,520,900	2,737,000	55.6%
Transfers Out	-	-	
Total Expenditures	2,054,411	3,774,550	54.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(412,630)**	**(1,889,900)**	
Ending Fund Balance*	**6,865,289**	**5,388,019**	

** - Unaudited*

100% of the fiscal year has elapsed



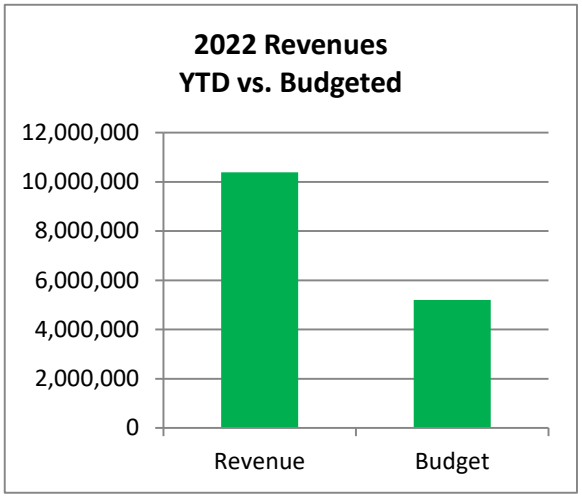


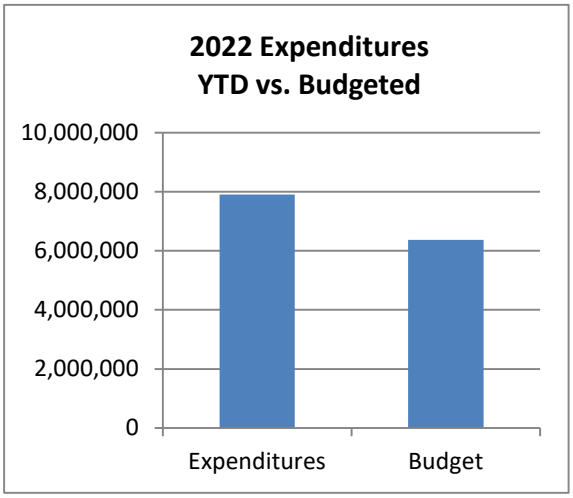
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending December 31, 2022
Unaudited

Street and Alley Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	15,131,804	15,131,804	
Revenues:			
Taxes & Fees	5,527,640	3,191,400	173.2%
Intergovernmental	216,849	707,667	30.6%
Charges for Services	955,350	881,000	108.4%
Capital Investment Fees	3,564,070	420,550	847.5%
Earnings on Investment	118,087	2,000	5904.4%
Miscellaneous Revenues	1,235	-	0.0%
Total Operating Revenues	10,383,231	5,202,617	199.6%
Expenditures:			
Operations & Maintenance	4,942,685	3,599,400	137.3%
Capital	2,965,855	2,769,000	107.1%
Total Expenditures	7,908,540	6,368,400	124.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**2,474,691**	**(1,165,783)**	
Ending Fund Balance*	**17,606,494**	**13,966,021**	

** - Unaudited*

100% of the fiscal year has elapsed



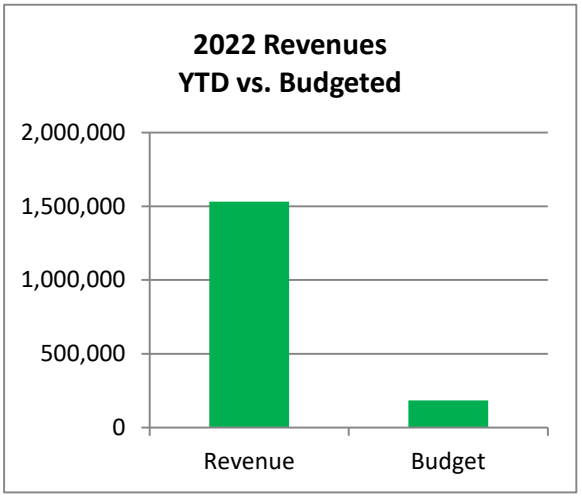


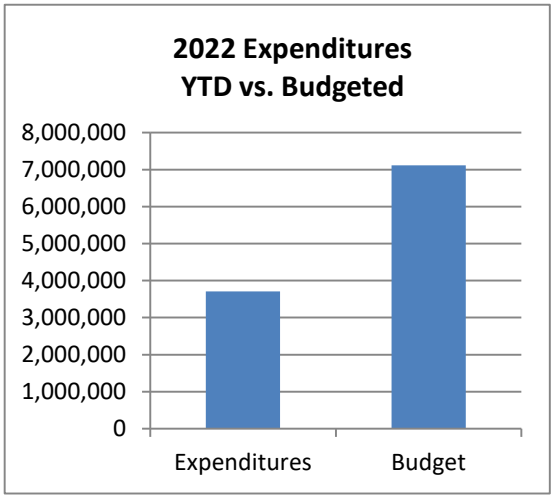
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending December 31, 2022
Unaudited

Capital Projects Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	14,524,244	14,524,244	
Revenues:			
Taxes and Fees	1,366,519	240,000	569.4%
Miscellaneous Revenue	-	-	
Interest	165,029	4,500	3667.3%
Transfers In	-	(60,000)	0.0%
Total Operating Revenues	1,531,548	184,500	830.1%
Expenditures:			
Capital Outlay	3,711,970	7,111,500	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	3,711,970	7,111,500	52.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(2,180,422)**	**(6,927,000)**	
Ending Fund Balance*	**12,343,821**	**7,597,244**	

** - Unaudited*

100% of the fiscal year has elapsed



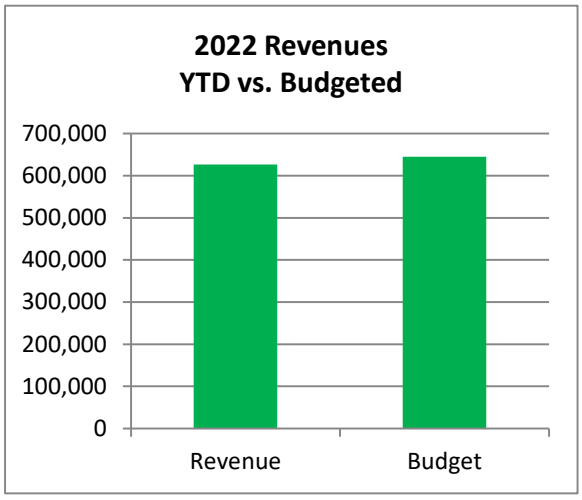


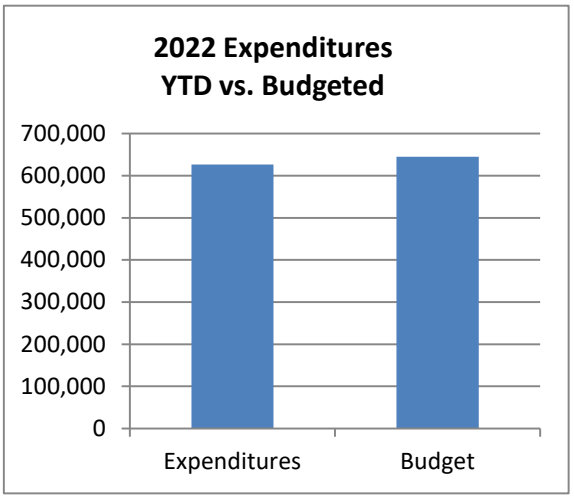
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending December 31, 2022
Unaudited

Tax Allocation Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	41,435	95,951	
Revenues:			
Taxes & Fees	626,664	645,000	97.2%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	626,664	645,050	97.1%
Expenditures:			
Miscellaneous	626,664	645,050	97.1%
Total Expenditures	626,664	645,050	97.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**41,435**	**95,951**	

** - Unaudited*

100% of the fiscal year has elapsed



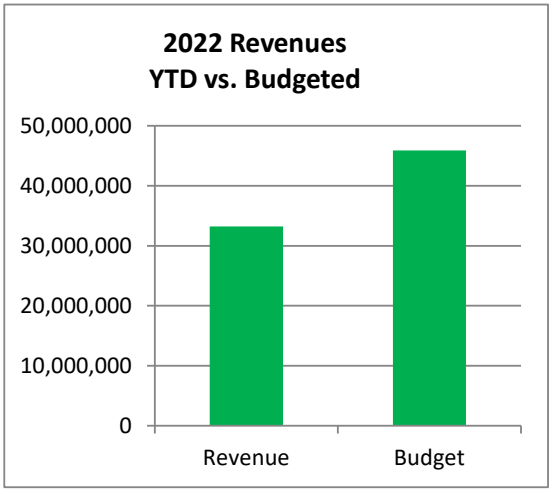


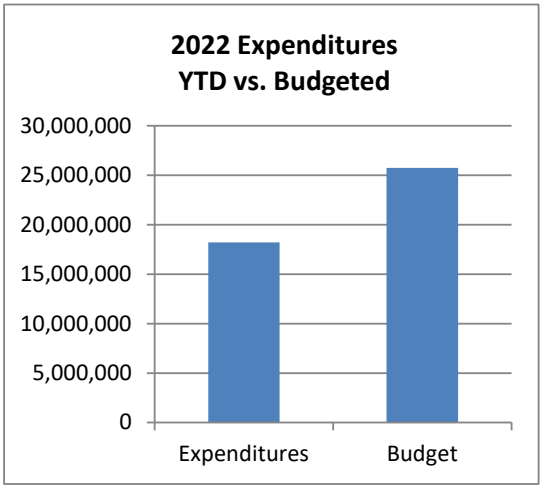
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending December 31, 2022
Unaudited

Water Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Cash Balance	22,391,126	22,391,126	
Revenues:			
Charges for Services	5,888,333	3,838,700	153.4%
Total Operating Revenues	5,888,333	3,838,700	153.4%
Expenses:			
Administration	230,794	428,650	53.8%
Operations	3,327,497	3,968,650	83.8%
Capital Outlay	14,004,853	20,910,280	67.0%
Depreciation	652,184	425,000	153.5%
Transfers Out	-	-	
Total Operating Expenses	18,215,328	25,732,580	70.8%
Operating Income (Loss)	(12,326,995)	(21,893,880)	
Non-Operating Revenues (Expenses)			
Tap Fees	3,596,898	1,006,050	357.5%
Capital Investment Fees	3,428,766	850,650	403.1%
Misc. Revenues	20,035,546	40,179,550	49.9%
Interest Expense	255,216	6,900	3698.8%
Total Non-Operating Revenues (Expenses)	27,316,426	42,043,150	65.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**14,989,431**	**20,149,270**	
Ending Cash Balance*	**37,380,557**	**42,540,396**	

** - Unaudited*

100% of the fiscal year has elapsed



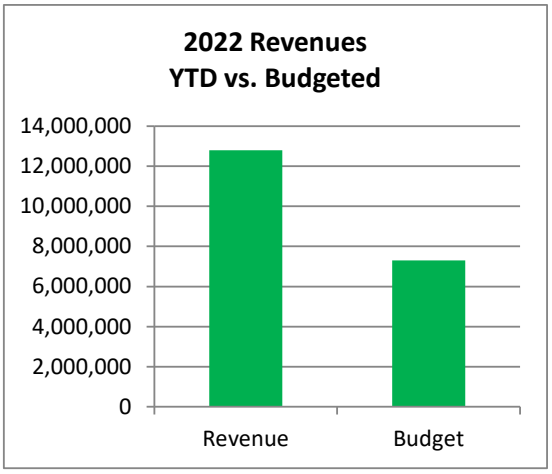


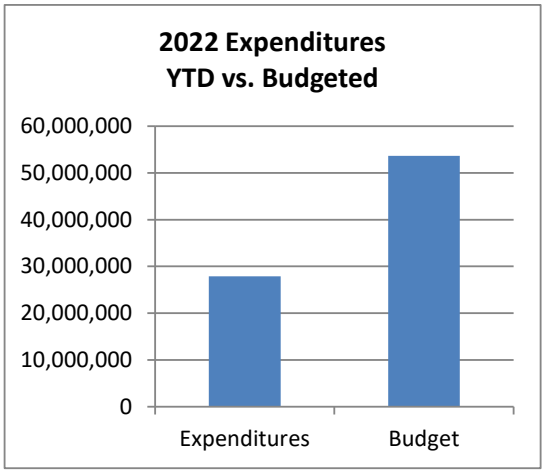
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending December 31, 2022
Unaudited

Sewer Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Cash Balance	62,270,933	62,270,933	
Revenues:			
Charges for Services	3,015,211	2,984,000	101.0%
Total Operating Revenues	3,015,211	2,984,000	101.0%
Expenses:			
Administration	210,805	244,050	86.4%
Operations	1,504,930	1,991,800	75.6%
Capital Outlay	23,904,636	49,189,000	48.6%
Depreciation	344,276	245,000	140.5%
Debt Service	1,953,150	1,953,150	100.0%
Total Operating Expenses	27,917,796	53,623,000	52.1%
Operating Income (Loss)	(24,902,586)	(50,639,000)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	8,480,671	2,396,740	353.8%
Misc. Revenues	310,339	1,915,000	16.2%
Interest Expense	992,106	1,200	82675.5%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	9,783,116	4,312,940	226.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(15,119,470)**	**(46,326,060)**	
Ending Cash Balance*	**47,151,463**	**15,944,873**	

** - Unaudited*

100% of the fiscal year has elapsed



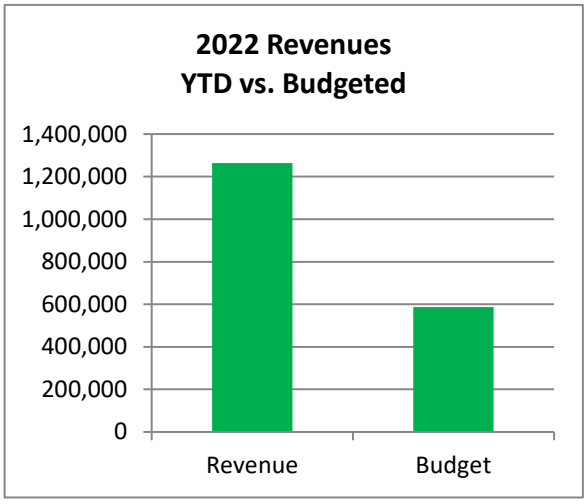


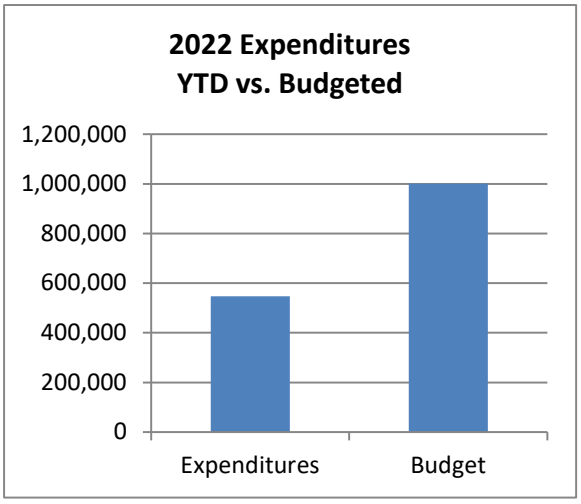
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending December 31, 2022
Unaudited

Drainage Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Cash Balance	3,515,563	3,515,563	
Revenues:			
Charges for Services	501,456	475,900	105.4%
Total Operating Revenues	501,456	475,900	105.4%
Expenses:			
Administration	137,340	156,765	87.6%
Operations	178,604	364,100	49.1%
Capital Improvements	230,927	480,000	48.1%
Transfer Out	-	-	
Total Operating Expenses	546,871	1,000,865	54.6%
Operating Income (Loss)	(45,415)	(524,965)	
Non-Operating Revenues (Expenses)			
Capital Revenues	727,884	110,000	661.7%
Misc. Revenues	-	-	
Interest Expense	33,990	1,000	3399.0%
Total Non-Operating Revenues (Expenses)	761,874	111,000	686.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**716,459**	**(413,965)**	
Ending Cash Balance*	**4,232,022**	**3,101,598**	

** - Unaudited*

100% of the fiscal year has elapsed



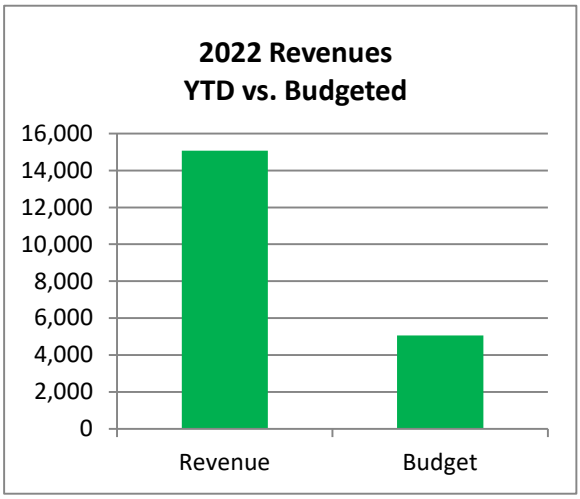


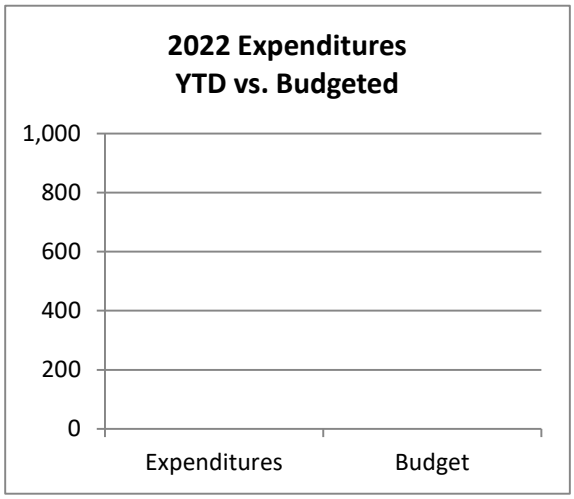
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending December 31, 2022
Unaudited

Cemetery Perpetual Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	153,817	153,817	
Revenues:			
Miscellaneous Revenue	13,098	5,000	262.0%
Earnings on Investment	1,974	60	3289.8%
Total Operating Revenues	15,072	5,060	297.9%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**15,072**	**5,060**	
Ending Fund Balance*	**168,889**	**158,877**	

** - Unaudited*

100% of the fiscal year has elapsed



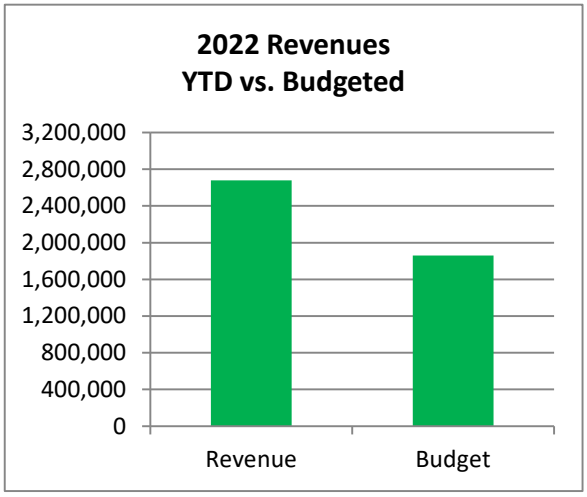


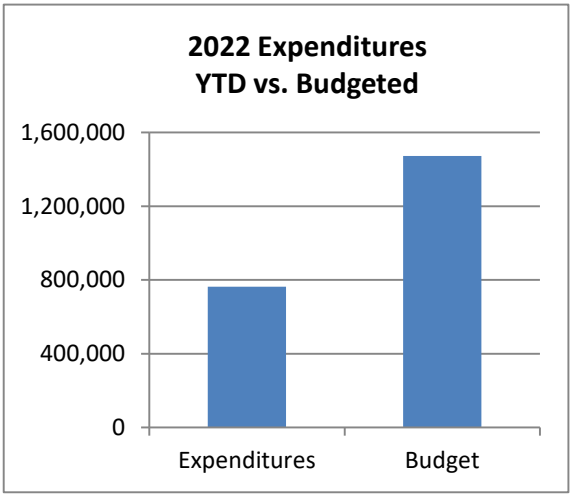
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending December 31, 2022
Unaudited

Library Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	6,665,722	6,665,722	
Revenues:			
Intergovernmental	486,564	488,959	99.5%
Miscellaneous Revenue	2,425	11,000	22.0%
Capital Investment Fees	793,779	215,000	369.2%
Interest	92,980	5,000	1859.6%
Transfers In	1,303,310	1,140,000	114.3%
Total Operating Revenues	2,679,058	1,859,959	144.0%
Expenditures:			
Operations	763,921	1,472,000	51.9%
Capital Outlay	-	-	0.0%
Total Expenditures	763,921	1,472,000	51.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,915,137**	**387,959**	
Ending Fund Balance*	**8,580,860**	**7,053,681**	

** - Unaudited*

100% of the fiscal year has elapsed



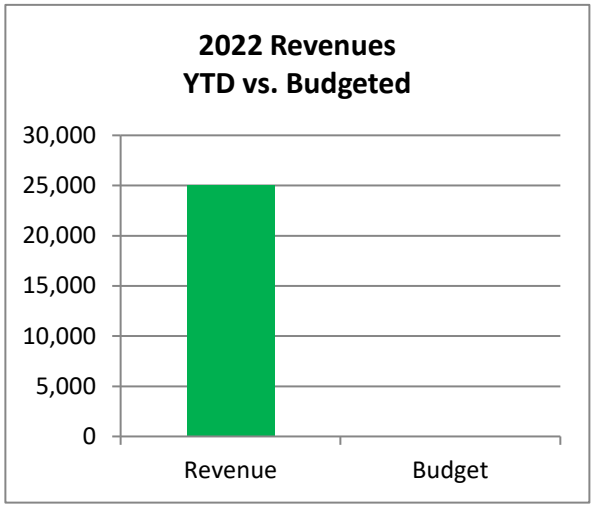


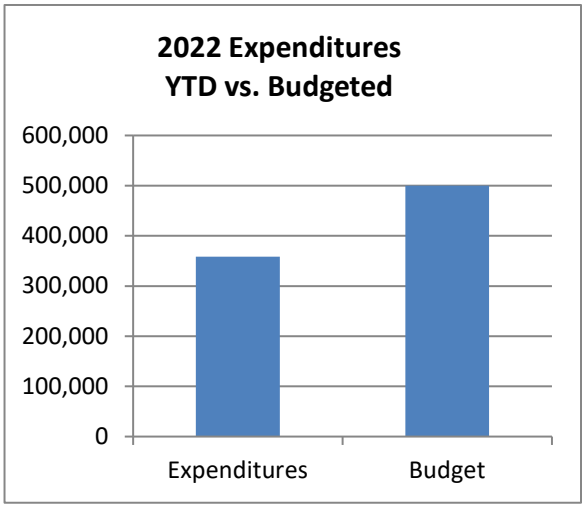
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending December 31, 2022
Unaudited

Recreation Center Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	922,738	922,738	
Revenues:			
State Grants	25,000	0	
Transfers In	-	-	
Earnings on Investment	-	-	
Total Operating Revenues	25,000	-	
Expenditures:			
Operations & Maintenance	358,333	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	358,333	500,000	71.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(333,333)**	**(500,000)**	
Ending Fund Balance*	**589,405**	**422,738**	

** - Unaudited*

100% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: Application to Northern Colorado Water Conservancy District for Annual Renewable Perpetual Water Contract for Right to Use Colorado Big Thompson Water (CBT) under C.R.S 37-45-131.

ACTION PROPOSED: Consider Approval of Resolution No. 2023-04

ATTACHMENTS:
1. Resolution No. 2023-04
2. Application to Northern Water for Annually Renewable Perpetual Water Contact for CBT Water Use
3. Application for Cancelation of Temporary Use Permits

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On January 10, 2003 the Northern Water Board of Directors approved a policy that prohibited the use and renewal of Temporary Use Permits. The adopted policy required that all Temporary Use Permits should be converted to Permanent Section 131 Contracts.

Enclosed is the application needed to convert the Town's 3-acre-foot unit of Colorado Big Thompson (CBT) Project Water from the Temporary Use Permit to the Section 131 Annual Renewable Water Contract. The Section 131 Contract is essentially a continuously renewed one-year contract and does not require the municipality to renew it annually. The associated documents and approval of the resolution will terminate the Temporary Use Permit, and allow the Town to reclassify the water through the application into a Section 131 Contract.

LEGAL ADVICE:

The resolution was drafted by the Town Attorney from a previous temporary use permit resolution.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve Resolution 2023-04 as presented.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-04

APPROVING THE CONVERSION OF THE TOWN'S TEMPORARY USE PERMIT FOR THE RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER TO AN ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT

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

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

WHEREAS, the Town holds a Temporary Use Permit issued by the Northern Colorado Water Conservancy District ("District") for the right to use three (3) acre-feet of Colorado-Big Thompson Project water; and

WHEREAS, on January 10, 2003, the Board of Directors of the District approved a policy requiring the conversion of temporary use permits to annually renewable water contracts authorized by Section 37-45-131, C.R.S. ("Section 131 Annually Renewable Water Contracts"); and

WHEREAS, based on the District's policy, the Town Council desires to convert the Town's three (3) acre-foot unit of Colorado-Big Thompson Project water from the Temporary Use Permit to a Section 131 Annually Renewable Water Contract; and

WHEREAS, the Town Council finds that adoption of this Resolution it is in the best interest of the Town.

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

Section 1: The Town Council hereby approves the Application to Northern Colorado Water Conservancy District for Cancellation of Temporary Use Permits, attached hereto and incorporated herein by reference as Exhibit A, and authorizes the Mayor to execute it.

Section 2: The Town Council hereby approves the Application to Northern Colorado Water Conservancy District for Annually Renewable Perpetual Water Contract for Right to Use Colorado-Big Thompson Project Water under C.R.S. 37-45-131, attached hereto and incorporated herein by reference as Exhibit B, and authorizes the Mayor to execute it.

Section 3. This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____day of January, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

APPLICATION TO NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR ANNUALLY RENEWABLE PERPETUAL WATER CONTRACT FOR RIGHT TO USE COLORADO-BIG THOMPSON PROJECT WATER UNDER C.R.S. 37-45-131

Applicant, Town of Johnstown, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Water, a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is three acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.

2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for municipal, domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.

3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.

4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot

established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: P.O. Box 609, Johnstown, Colorado 80534.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.

6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.

7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.

8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant is necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.

10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this _____ day of _____, A.D., 2023.

TOWN OF JOHNSTOWN

By_____

ATTEST:

_____

(SEAL)

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for three acre-feet of water is hereby made to the Town of Johnstown, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

By_____
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A.D., 2023.

ATTEST:_____
Secretary

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR CANCELLATION OF TEMPORARY USE PERMIT

The Town of Johnstown hereby applies for the cancellation of the following Temporary Use Permit:

Permit Dated	Acre-Feet
May 12, 2022	03
Total Quantity to be Released	03

Dated at Johnstown, Colorado this _____ day of _____, 2023

TOWN OF JOHNSTOWN

By_____

ATTEST:

_____
(SEAL)

ORDER ON APPLICATION

Application having been made by the Town of Johnstown for the cancellation of the above Temporary Use Permit, and Hearing having been held by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above Temporary Use Permit be canceled.

Dated the _____ day of _____, 2023.

NORTHERN COLORADO WATER
CONSERVANCY DISTRICT

_____
President

ATTEST:

_____
Secretary

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: First Amendment to The Ledge Rock Water and Sewer Pipeline Escrow Agreement

ATTACHMENTS: 1. First Amendment to The Ledge Rock Water and Sewer Pipeline Escrow Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Enclosed for review and consideration is the First Amendment to The Ledge Rock Water and Sewer Pipeline Escrow Agreement. The initial escrow agreement limited the reimbursable costs from the Johnstown Plaza Refinancing funds to only be used for the costs associated with public improvement for the Ledge Rock Center Commercial Project. The amendment provided will expand the applicable costs to (i) include the organization and formation of the District and (ii) the issuance of the Ledge Rock Center Commercial Metropolitan District, Limited Tax General Obligation Bonds, Series 2022A and Subordinate Limited Tax General Obligations Bonds, Series 2022B. and creation of the Ledge Rock Center Metropolitan Commercial District.

LEGAL ADVICE:

The Town Attorney reviewed the First Amendment

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the First Amendment to The Ledge Rock Water and Sewer Pipeline Escrow Agreement.

Reviewed and Approved for Presentation,

Town Manager

FIRST AMENDMENT TO THE LEDGE ROCK WATER AND SEWER PIPELINE ESCROW AGREEMENT

THIS **FIRST AMENDMENT TO THE LEDGE ROCK WATER AND SEWER PIPELINE ESCROW AGREEMENT** (the "**First Amendment**") is made and entered into as of the ____ day of _____, 20__ (the "**Effective Date**") by and between **THE TOWN OF JOHNSTOWN, COLORADO**, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado ("**Town**"), **LEDGE ROCK CENTER, LLC**, a Kansas Limited Liability Company ("**Developer**"), and **LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado ("**District**") and **UMB BANK, N.A.**, a national banking association as escrow agent ("**Escrow Agent**"). Town, Developer, District and Escrow Agent are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**.".

RECITALS

A. Effective April 18, 2022, the Parties entered into a Ledge Rock Water and Sewer Pipeline Escrow Agreement (the "**Original Agreement**") for the purpose of setting forth the terms and conditions relating to the release of the JP Developer Contribution.

B. The Parties wish to expand the advances that can be reimbursed under the Original Agreement as set forth herein.

C. Capitalized terms used herein shall have the meaning set forth in the Original Agreement.

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

AGREEMENT

1.1 The Parties agree to amend the Original Agreement as follows:

(a) The Ledge Rock Water and Sewer Pipeline Work shall be expanded to include costs advanced by the Developer to the District related to: (i) the organization and formation of the District and (ii) the issuance of the Ledge Rock Center Commercial Metropolitan District, Limited Tax General Obligation Bonds, Series 2022A and Subordinate Limited Tax General Obligations Bonds, Series 2022B. Any costs referenced in this First Amendment to be released to the District shall first be verified by either the Cost Certifier or the District's independent accountant and approved by the Town as set forth in the Original Agreement.

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

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

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

By: _____
Amy Carroll, President
Date: 12-8-22

Attest:

_____
Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing First Amendment to the Ledge Rock Water and Sewer Pipeline Escrow Agreement was acknowledged before me this 8 day of December, 2022 by Amy Carroll, as President and John Schlup as Secretary of LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation of the state of Colorado.

Witness my hand and official seal.

My commission expires: Nancy E. Zellmer
Notary Public
State of Kansas
My Appt. Exp. 6-20-23

_____
Notary Public

LEDGE ROCK CENTER, LLC, a Kansas limited liability company

By: Michel Schlup
Michel Schlup, Authorized Member
Date: 12-8-22

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing First Amendment to the Ledge Rock Water and Sewer Pipeline Escrow Agreement was acknowledged before me this 8 day of December, 2022, by Michel Schlup, as Authorized Member of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

My commission expires: Nancy E. Zellmer
Notary Public
State of Kansas
My Appt. Exp. 6-20-23

Nancy Zellmer
Notary Public

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

By: _____
Gary Lebsack, Mayor
Date: _____

ATTEST:

_____
Hannah Hill, Town Clerk

ESCROW AGENT:

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

By:_____
Name: John M. Wahl
Title: SVP

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of January, 2023, by John Wahl, as the Escrow Agent of UMB Bank, n.a., Escrow Agent.

Witness my hand and official seal.

My commission expires: 7/26/25

KYLE DEANE WHORTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214007939
MY COMMISSION EXPIRES FEBRUARY 26, 2025

_____
Notary Public

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: January 18, 2023

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 01/18/2023 – Regular Council Meeting
- 01/23/2023 – Work Session – Downtown Branding
- 01/30/2023 – Work Session – Land Use Code Update

Administration, Finance, Planning, & Human Resources

- *Liquor Licensing* – The Urban Egg a Daytime Eatery and the Lazy Dog Tavern have applied for Hotel and Restaurant renewals. An application for a new liquor license has been submitted by CF Altitude LLC dba Alta #6332 and has been scheduled to be heard at the February 6, 2023, Council meeting.
- *Municipal Court* – Recent situations have exhibited a need for the Town to have a Relief Judge appointed for Court to operate seamlessly with unexpected absences. Staff will be issuing a Request for Proposal (RFP) for a relief judge.
- *Cable Franchise* – Staff is meeting with outside Counsel in January to review the suggested format for a standardized cable franchise agreement.

- *Hiring* – The Town recently welcomed a new Parks Maintenance worker to our staff. Currently we are searching for additional Police Officers, a Planner II, a Utilities Operations Manager, and a Chief Wastewater Operator.
- *2022 Year-End* – Work on 2022 year-end processes is under way. Audit preparation will begin in March with the annual audit scheduled for the week of April 24.
- *Streets and Alley Fund* – As of December 31, 2022, the Street and Alley fund has exceeded budgeted appropriations as a result of the Parish Ave. paving project that was approved by Council on July 6, 2022. Consequently, a 2022 budget amendment is necessary and will be presented to Council soon.
- *Communications, Website Updates*– Residents are now able to sign up for specific email notifications from the Town of Johnstown (newsletter, news articles, RFPs, etc). Residents can sign up for notifications, or edit their notification preferences, by visiting johnstownco.gov/newsletter. Residents are also now able to complete the "Can't Find What I'm Looking For" form at the bottom of every single page on the website should the resident have an issue finding a specific webpage or information. This form will be valuable in helping the Communications Team understand the most searched for topics on the website as well as provide prompt information to residents who are using the form to look for information.
- *Budget Overview* – An overview of the 2023 budget is being included into the February Newsletter. This is an annual narrative of some of the key elements included in the budget that was approved by Council in December.

Police Department

Training:

No training was conducted over the holiday season.

Community Policing, Outreach & Miscellaneous Items:

- *Evidence Room Audit*– The annual evidence inventory and audit was conducted; all items were accounted for.
- *Promotions and New Officer*– Detective Slocum was promoted from Detective to the rank of Detective Sergeant, Officer Rashid was promoted to the rank of Patrol Sergeant, and Officer Grounds was promoted to the rank of Detective. The department also swore in Alyssa Hewell as a new police officer as previously mentioned. Hewell was the first officer sponsored by our agency to the police academy which was paid entirely through grant funding.

Public Works and Utilities

- Public Works staff completed over 46 work orders this review period that included: pothole repairs, crack seal, storm drain flushing, concrete repairs, graffiti removal, funeral services, etc.
- *Inspections:*
    - Inspected 360' water main
    - Inspected 412' sewer main installed
    - Proof Roll 6,000 LF of new subgrade

  - Inspected 1,200 LF bottom lift of asphalt paving
  - Inspected 800 LF of sidewalk
  - Inspected 2,200 of 12" new aggregate base course
- *Treatment*
  - WTP: Dredged the back water pond and straightening valves on distribution line
  - Low Point WWTP: Working through repairs to solids processing equipment
  - Central WWTP: Working through lagoon ammonia treatment challenges
- *Utilities Sewer Collection & Water Distribution*
  - Locates: 116 curb stops & 3,475 ft of water and sewer main lines
  - Meters: 16 Replacements & 9 new installs
  - Backflow: contacted non-compliant customers
  - Assisted with snow plowing
  - Addressed customers inquiries for leaking sewer service plug, water service line breaks due to cold, frozen service lines and taste and odor issues for chlorine and discoloration. Staff flushed lines, tested water quality, and made adjustments at the plant to address isolated areas of taste and odor complaints.
  - Sewer: DES started cleaning and video inspection of 2534
- *Capital Projects*
  - *Raw Water Transmission* – Town Staff and the consultant have a workshop scheduled for mid-January to review design alternatives and select the preliminary alignment of the pipeline.
  - *South Water Tank Distribution Pipeline* – The contractor is working on installing mainline along WCR 13 including the Hillsborough bore.
  - *Water Treatment Plant Expansion* – An RFP has been issued to solicit proposals from several membrane manufacturers which will open on January 19th. The membrane selection will allow the design to progress forward. The Town received three proposals for prospective CMAR contractors which are currently being reviewed by Town Staff and the Owner's Representative. Town Staff is looking to award the CMAR contract for pre-construction services in early 2023.
  - *Central Interceptor Phase 2* – The Clearview lift station has been successfully abandoned and the Central Phase 2 sewer trunk line is active. The contractor has requested substantial completion and Town Staff is working on a punch list to be issued as part of substantial completion.
  - *North Interceptor* – The contractor is ordering long lead items to ensure that the project is completed on time. In addition, Town Staff is continuing to coordinate with property owners to acquire all necessary easements. The contractor has completed the installation of the shoring system for the new lift station and the lift-station subcontractor is gearing up for the lift station construction.
  - *Low Point Sewer Expansion* – Masonry work is complete on the Membrane Bioreactor (MBR) building and roofing is nearly complete. The contractor has begun installing equipment in the MBR building as it arrives on site as well as coating the interior walls. The new headworks building is progressing right behind the MBR building.

- *Central Plant Design* – The Design Engineer has submitted the 90% construction plans. Town Staff, the design engineer and the CMAR will work on value engineering as the design progresses and look at developing the Final GMP based on the 90% plans. Town Staff is also working with the adjacent property owner to acquire an easement for the construction of a new outfall pipe. A comprehensive review of the 90% drawings is scheduled for January 19th.
- *Traffic Signal Design for Carlson Blvd and State Highway 60* – Town Staff has received approval from CDOT to bid the project and the project went out to bid on January 10, 2023. The traffic signal poles are on the Council agenda for approval to order. Staff is currently working with the design firm for a construction management contract.
- *Little Thompson River Trail*- The project kickoff was held on January 6th. Work in January will include locates, survey, erosion control set up, potholing, mobilization, clearing and grubbing if weather permits.
- *Old Town Drainage Project* – The Old Town project has closed out. The original contract amount was for $2,345,331.00 and the final payout was $2,401,683.00 for a $56,352.00 difference (2% over original contract price). Most of the change orders were related to unknown sewer lines that needed to be replaced and staff-initiated design changes to minimize impacts to properties. The work is under warranty until October of 2023.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: Award for SH60 Waterline Replacement and Extension

ACTION PROPOSED: Consider Awarding the SH60 Waterline Replacement and Extension to J-U-B Engineers, Inc.

ATTACHMENTS:
1. J-U-B Engineers Proposal
2. IMEG Corp. Proposal
3. Professional Services Agreement
4. Project Exhibit

PRESENTED BY: Doug Gossett, Civil Engineer II

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award a design contract to J-U-B Engineer, Inc. to design a new 12-inch water main in Hwy 60 from Parish Avenue to the Central Wastewater Treatment Facility. The project will include replacement of an existing failing water main from Parish Avenue to the Great Western railroad tracks and an extension to serve the new Central Wastewater Treatment Facility.

The project will consist of the following tasks included as part of the proposal:

- Conceptual Design – This will include analysis of the Towns existing water main alignment, conceptual routing options for the new water main, and sizing of the new water main. This task will help assist the Town in selecting the best alignment for the water main within and adjacent to Highway 60.
- Design Phase – This will include the design, permitting, and easement coordination of the selected water main alignment.
- Bidding Phase Services – Consultant will assist in project bidding and selection of a contractor, including project delivery method.

- Construction Phase Engineering & Observation (not included in current scope) – Consultant will assist the Town during construction of the selected design. This will include on-site construction services and project coordination.

The Town received two quotes on the project as summarized below:

Ranking	Consultant	Bid Price
1	J-U-B Engineers Inc	$286,600.00
2	IMEG Corp	$302,000.00

Town staff reviewed the two proposals included the following criteria:

- Approach to Scope
- Company and Personnel Qualifications
- Value/Cost of Effort

After careful deliberation and review, staff recommends awarding the design services to J-U-B Engineers, Inc. based on their approach, experience, and value.

LEGAL ADVICE:

The Town Attorney has reviewed and accepted the language in the Town's professional services agreement to be utilized for contract execution.

FINANCIAL ADVICE:

In Financial Year 2023, the Town budgeted $2,000,000.00 for this project.

RECOMMENDED ACTION:

Staff recommends awarding the Highway 60 water main design to J-U-B Engineer Inc.

SUGGESTED MOTIONS:

For Approval: I move to approve awarding the design services to J-U-B Engineers, Inc. as presented for a total not to exceed $286,600.00.

For Denial: I move that Council denies awarding this design contract and staff is to solicit additional bids for the SH60 Waterline Replacement and Extension.

Reviewed and Approved for Presentation,

Town Manager

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: SH60 Waterline Replacement
CLIENT: Town of Johnstown
J-U-B PROJECT NUMBER: 87-22-XXX
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED: 1/18/2023; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The Town of Johnstown would like to replace and extend the existing 8" waterline in SH60 from Parish Avenue to the central wastewater treatment plant. The existing line is believed to be an old cast iron line and is prone to leakage.

This project will replace and extend approximately 1.3 miles of waterline along SH60 from Parish Avenue to the Town's Central wastewater treatment plant.

- The Concept design phase will include evaluation of required pipeline sizing, preliminary traffic control options, utility locating, survey, and preliminary alignment of the proposed line including potential connection points at Parish Avenue and impacts to existing utilities. The preliminary alignment(s) will be used for utility coordination including identifying requirements for crossing agreements with Tom Binder (irrigation), Colorado Department of Transportation, and Great Western Railroad.
- Once the alignment is selected, final design will include 60% design and final construction plans for approximately 7000 feet of waterline from Parish Avenue to Central WWTP. Work completed during this phase will include final connection details, potholing to determine the location of conflicting utilities, and utility crossing agreements for affected utilities.

The overall project duration is expected to be 6-8 months. The detailed scope of services is provided below.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 000: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.

3. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
4. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
5. Regularly monitor project status, budget and schedule.
6. Attend 20 bi-weekly client meetings to report project status.
7. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
8. Provide a monthly invoice including budget status.
9. Provide ongoing document handling and filing.
10. Assumptions:

    Project duration is 6-8 months from notice to proceed

B. **Task 100: SH60 WATERLINE REPLACEMENT DESIGN**

1. For this task, J-U-B will develop concept and final design for 1.3 mi of waterline as noted in the following tasks:

2. Subtask 001: Pre-Design (This task is intended to identify design criteria, identify utilities to QLB, select a preliminary alignment, and develop base drawings.)
    a. Conduct a kick-off meeting with client to determine project goals, objectives, milestones, and list of potential reaches for the project. Meeting will also include a review of preliminary design criteria. Note: This meeting may be combined with Phase I kick-off.
    b. Recommend pipe size based on Town Water Master Plan and existing system model, currently assumed to be 12” diameter.
    c. Identify preliminary utility locations via Subsurface Utility Engineering (SUE) for records and onsite utility locating (QLB).
    d. Develop a topographic survey including one call utility locating, sanitary and storm sewer locations and depths to inverts; utilities as marked by the utility owners; utilities as marked by CLIENT (water and storm water utilities); results of QLB SUE; and any readily discoverable property pins within the project area. Property boundary will be approximated using the Town’s GIS database and the County Assessor’s Map; a boundary survey will not be conducted unless specifically requested by the client and authorized under Task 300: Management Reserve
    e. Develop base map including survey and utility information
    f. Evaluate potential utility locations and identify 1-2 potential alignments. Current alignment is expected to be South side of Hwy60 with crossing at CR19.
    g. Conduct a site visit to verify alignments and utilities (as needed).
    h. Review the base map of preliminary utilities and select preferred alignment with the client.
    i. Identify affected agencies and develop outreach plan
    j. Deliverables:
        i. Plan sheets showing known utilities and selected preliminary alignment

3. Subtask 002: Concept Design (This task is intended to confirm utility locations and develop 60% plan and profile plan sheets.)
    a. Coordinate potholing of affected utilities. Field potholing is addressed on a time and materials basis in Task 300.
    b. Identify service line connections and locations
    c. Evaluate alternatives for traffic control in accordance with CDOT/MUTCD standards.
    d. Coordinate with the following utilities for encroachment/crossing requirements including:
        i. Colorado Department of Transportation for water line location and traffic control requirements.
        ii. Great Western railroad for crossing requirements
        iii. Tom Binder for irrigation line location and crossing requirements.
    e. Develop plan and profile sheets to identify existing utilities and potential conflicts.
    f. Identify any needed easements for Town coordination.

g. Submit draft plans to dry utilities including fiber optic, gas, telephone, and power to notify them of upcoming construction and coordinate conflicts.
h. Review draft connection details and potential construction sequencing for connections at Parish Avenue and the WWTP.
i. Develop preliminary opinion of cost
j. Deliverables:
    i. Concept level plan and profile sheets showing known utilities, potential crossing conflicts, and preliminary connection details for selected alternative.

4. Subtask 003: Final Design (This task is intended to complete final design contract documents)
    a. Develop preliminary traffic control plan
    b. Develop and submit applications for encroachment/crossing agreements to Tom Binder irrigation company, Great Western Railroad, and CDOT Hwy 60 (5 crossings). This task includes up to 10 legal descriptions.
    c. Develop and submit application to Colorado Department of Transportation for utility/special use permit including: Letter of Request, final plan/profile, and traffic control plan. Any environmental evaluation will be addressed as an additional service.
    d. Develop 90% design drawings showing existing utilities, potential conflicts, connection points, detailed notes, and applicable Town engineering standard details.
    e. Develop 90% project contract documents and technical specifications based on Town of Johnstown Standards, 2020 EJCDC and 16 Division CSI format.
    f. Prepare a final opinion of probable cost based on historical construction costs adjusted for construction year prices per the Construction Cost Index with 20% construction contingency.
    g. Conduct an internal Quality Control/ Quality Assurance review of the Final Design.
    h. Submit 90% design drawings to CLIENT. CLIENT shall conduct a review of the design and identify issues to address.
    i. Review CLIENT comments to the 90% Design and prepare final design drawings and technical specifications for bidding purposes. CLIENT comments are expected to be minor in nature due to the previous review step; consequently, substantial revisions, separate bidding schedules, or development of additive alternates requested by the CLIENT will be completed under Task 400: Management Reserve upon specific authorization by the CLIENT.
    j. Conduct an internal Quality Control/ Quality Assurance review of the Bid Documents.
    k. Send final design sheets to impacted utility companies including fiber optic, gas, telephone, and power. It is assumed these will be for informational purposes and will not require any design changes.
    l. Provide 4 printed sets of the Bid Documents, including half-sized drawings (11x17), bid forms, contract forms, and technical specifications, for use by the Town. A *.pdf of the bid documents will be provided for distribution to Town departments, regulatory agencies, plan agencies, and affected utilities, and interested bidders.
    m. Assumptions:
        i. CLIENT will negotiate and pay for any required easements
        ii. Railroad crossings are included under master agreement
        iii. CLIENT will pay all application and legal fees separate from this agreement
    n. Deliverables:
        i. Final bid-able plans and specifications and opinion of probable cost

C. **Task 200: BIDDING AND CONSTRUCTION SUPPORT SERVICES**

1. Bidding support will include the following services:
    a. Prepare the 100% Plans and Contract Documents for use in electronic bidding.
    b. Conduct one pre-bid meeting.
    c. Respond to Contractor questions.
    d. Issue up to 2 addenda based on contractor questions, if required.
    e. Provide assistance during review of bids, including:

i. Review of bids received for general conformance with the bid requirements.
ii. Prepare a bid summary letter summarizing bid results for review by CLIENT and CLIENT'S legal counsel.

f. Prepare contract award documents and construction agreements and facilitate execution of the documents, if CLIENT decides to award a contract for project construction.

g. Assumptions
   i. CLIENT will upload contract documents to electronic bidding platform.
   ii. CLIENT and CLIENT's legal counsel will make the final determination regarding whether Bids are responsible and responsive and whether CLIENT should proceed with project award.
   iii. In the event all bids are rejected and CLIENT decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and/or rebidding shall be considered an Additional Service.

h. Deliverables
   i. Digital contract documents (PDF) for electronic bidding
   ii. Pre-bid meeting notes and attendance sheet.
   iii. Addenda, if necessary
   iv. Bid summary letter.
   v. Construction agreement and project award documents for execution by CLIENT and contractor, if project is awarded.

2. This task includes construction support but is not scoped at this time. An additional scope/fee will be developed as requested by the CLIENT

D. **Task 300: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. When authorized, the ENGINEER will assist with the following:
   a. Conduct potholing along State Highway 60. Assumes up to 18 potholes
   b. Conduct geotechnical investigation for pipeline installation and bored crossings.
   c. Design bored tunnel crossings.

PART 3 - Other additional services specifically requested by CLIENTCLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Volunteer coordination for CDBG income survey if needed
2. Timely reviews of design submittals
3. Assistance with utility coordination as needed

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

i. Additional meetings or public outreach as requested by CLIENT
ii. Bidding and construction support services
iii. Additional utility coordination
iv. Environmental evaluation/clearances
v. Other additional services specifically requested by CLIENT

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
   1. For Lump Sum fees:
      a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
   2. For Time and Materials fees:
      a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
      b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
   3. For Cost Plus Fixed Fees:
      a. Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times their hourly salary rate times J-U-B's audited overhead multiplier for all services performed on the Project.
      b. Client shall pay J-U-B a lump sum fixed fee.
      c. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1.
      d. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
   4. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services rendered while not exceeding the total project amount.

B. **Period of Services**
   1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
   2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
000	Project Management	Time and Materials (Estimated Amount Shown)	$27,800	Concurrent with work progress

100-001	Preliminary Design (including SUE QLD/B and survey)	Lump Sum	$62,600	Draft for CLIENT review on a mutually agreed schedule after executed contract, notice to proceed, and receipt of all required data
100-002	Concept Design	Lump Sum	$32,600	As mutually agreed to by CLIENT and J-U-B
100-003	Final Design	Lump Sum	$67,900	As mutually agreed to by CLIENT and J-U-B
200	CONSTRUCTION SUPPORT SERVICES	Time and Materials (Estimated Amount Shown)	$TBD	As mutually agreed to by CLIENT and J-U-B
300	Management Reserve Fund (including potholing, geotechnical evaluation, and tunnel design specifications)	Time and Materials (Estimated Amount Shown)	$75,600	As mutually agreed to by CLIENT and J-U-B
400	Bidding Support	Time and Materials (Estimated Amount Shown)	$20,000	As mutually agreed to by CLIENT and J-U-B
Total:			$286,600	

[A] *From Notice to Proceed.*

[B] *At standard JUB billing rates*

***NOTE on Coronavirus and Schedule**: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Exhibit(s):

- None

For internal J-U-B use only:

PROJECT LOCATION (STATE): Colorado

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)
2. Highway/Interstate/Roadway (H07

October 20, 2022

Doug Gossett
Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534

RE: Proposal for Engineering Design Services
State Highway 60 Water Line Replacement and Extension
Johnstown, Colorado

Dear Doug:

Thank you for the opportunity to submit a proposal for Engineering Design services for the State Highway 60 Water Line Replacement and Extension project. We understand that the project generally includes improvements to a section of water main within State Highway 60 right-of-way from Parish Avenue to a railroad crossing located east, near the baseball field(approximately 1,600 feet in length) in addition to extending this water main to the Town's Central Wastewater Treatment Facility.

We understand the scope of work is as follows:

IMEG shall provide final design and engineering services for the SH 60 Water Main Replacement and Extension defined above. It is recognized and agreed upon by the Town and the IMEG that the proposed alignment may change due to certain physical or political barriers beyond either Party's control. Both the Town and the IMEG shall review any such changes and determine if an Amendment to this Contract may be required.

Final Design and Engineering Services for this phase shall include the following assessment(s) and evaluation(s):

A. Easements/Right-of-Way - IMEG shall coordinate directly and with Town and other Town contracted Consultants/Contractors to further determine feasible property to construct and operate waterline line improvements. Processes included within this assessment may include: 1) Initial contact and discussion with land owners who may be impacted by the proposed water line improvements; 2) Title search , by a Title Insurance Company, for each parcel impacted by the proposed alignments (it is estimated there are up to 10 parcels along this alignment for which obtaining Title information binders and performing associated research will be required); 3) Determination of locations of land encumbrances that may preclude a proposed alignment within each subject parcel; 4) Preparation of temporary construction easement legal descriptions and exhibits by a Professional Land Surveyor to be utilized for construction easement agreements between the

Town and impacted land owners; and, 5) Preparation of permanent utility easement legal descriptions and exhibits by a Professional Land Surveyor to be utilized for permanent easement agreements between the Town and impacted land owners.

B. Environmental Assessment - IMEG shall provide an assessment of the proposed alignment with regards to environmental services including a Phase I Environmental Site Assessment (Phase I ESA), natural resource assessment, wetland delineation, habitat assessment, and cultural resource inventory. These environmental services will provide the Town with data to assist in determination of final proposed alignment of the interceptor in addition to determining if there are any environmental concerns that may impact construction scheduling and/or construction costs. Additionally, IMEG will obtain and evaluate representative soil and/or ground water samples to determine potential for contamination that may impact final proposed alignments for both interceptors.

C. Subsurface Utility Engineering (SUE) - IMEG shall provide Level A/B SUE services to determine locations of existing utilities within the proposed alignment. By Colorado State Law, the IMEG is required to provide these services as part of this Contract upon completion of final design of improvements.

D. Field Surveying - IMEG shall provide land surveying services in coordination with final design of this alignment

a. Preliminary Surveying: 1) Defining horizontal control points at a minimum on an approximate 1/2-mile by 1/2-mile grid (utilizing sub-section corners) that covers the limits of the alignment. The horizontal control shall be based on NAD83 Colorado State Plane coordinate system, North Zone; 2) Vertical benchmarks shall be established using the NAVD-88 datum. It is anticipated that at least 1 vertical benchmark shall be established within the alignment. Establishing both horizontal and vertical control for the alignments will assist in locating property corners, easements, rights-of-way, environmental elements, geotechnical boring locations, and locations of existing utilities (surface and underground). Lastly, IMEG will stake the preliminary alignments of the interceptor at intervals of 500-foot or such lesser intervals where necessary to assist with preliminary engineering as well discussions with potentially impacted property owners. The established project benchmarks and survey control data will be provided to the Town in a GIS shape file format prior to completion of the Project.
b. Design Surveying: Field survey of existing conditions at minimum 100-foot intervals for the length of the proposed alignment.

E. Conceptual Plan – IMEG will prepare conceptual plans for the replacement and extension components of the project prior to proceeding with final design of the improvements.

F. 60% Design Plans – IMEG will provide an interim plan set to be used for internal review with Town staff to receive any comments or input based on the information provided.

G. State and Local Permitting –
IMEG will prepare construction plans suitable for approval by Colorado Department of Transportation (CDOT) for purposes of obtaining a utility/construction permit within CDOT right-of-way. IMEG will coordinate review and approval of construction plans with CDOT in order to provide the required construction permitting with CDOT. IMEG will submit and assist in obtaining the additional permits required by CDOT and other agencies which may include 1041 permit, 404 permit, and railroad permit(s).

H. Final Design - IMEG will prepare construction plans and project specifications for the final design of the proposed SH 60 Water Main Replacement and Extension, which is estimated at 8,000 lineal feet in length. The construction plans will consist of a cover sheet, applicable construction notes, an overall alignment plan, plan and profile of the water line alignment (horizontal/vertical), construction details, temporary erosion control considerations, and estimated plan quantities. The design of the water main will include a sufficient valving plan to minimize impact to SH 60 and other influences. In conjunction with the construction plans, IMEG will prepare project specifications specifically outlining required materials, workmanship, and processes for constructing the proposed water line improvements. The project specifications will be integrated into a Project Manual that will contain the Town contract documents including agreement and conditions. It is assumed that the Engineering Joint Contract Documents Committee (EJCDC) format will be utilized for the Contract and Specifications that comprise the Project Manual.

I. Pipe Sizing – IMEG will provide a recommendation for pipe sizing of the water main based on input from the Town and waterline modeling provided by others.

J. Bidding/Evaluation/Award - IMEG will assist the Town in obtaining contract bids per the Project Manual, evaluating each bid submitted, and preparing a recommendation of award for the Town.

PROJECT FEES

The estimated schedule of fees, on time and material basis in an amount not to exceed without additional Town authorization is as follows (consistent with the Scope of Work described above):

Water Line Design	
A. Easements/ROW (Includes sub-consultants)	$ 73,000
B. Environmental Assessment (Includes sub-consultants)	$ 25,000
C. Subsurface Utility Engineering (Includes sub-consultants)	$ 60,000
D. Field Surveying (Includes sub-consultants)	$ 25,000
E. Conceptual Plan	$ 14,000
F. 60% Design Plans	$ 26,000
G. State Permitting	$ 15,000
H. Final Design	$ 54,000

I.	Pipe Sizing	$ 5,000
J.	Bidding/Evaluation/Award	$ 5,000
	TOTAL Water Line Design (Not to Exceed)	**$ 302,000**

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect
2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees, permit fees, or other imposed governmental agency fees.
5. Necessary consultants as approved by Client.
6. Expenses for safety training, background checks, and drug testing to access the site.
7. Postage and delivery charges.
8. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, and other out of pocket expenses.
9. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

SCHEDULE OF DELIVERABLES & APPROACH

IMEG is proposing the following schedule to achieve the Town's desire to have a 100% bid package available by December 31, 2022. Some outside factors will not allow this to happen including permit review time for CDOT and other agencies, anticipation of weather-related impacts to field activities, and easement negotiation.

- Notice to Proceed — November 11, 2022
- Field Survey/SUE (Level B) Complete — December 2, 2022
- Conceptual Plan — December 9, 2022
- 60% Plan — December 22, 2022
- 90% Plans (for CDOT Review) — January 6, 2023
- Level A SUE-Discovery — January 20, 2023
- 100% Plans/Specifications (Bid Package) — February 24, 2023

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

Taylor C. Goertz, PE
Client Executive/Principal
Taylor.c.goertz@imegcorp.com

TOWN OF JOHNSTOWN

Accepted:

_____

Signature

_____

Title

_____

Date

IMEG

2022 STANDARD HOURLY RATES
(rates adjusted annually)

Client Executive	$230
Project Executive	$190
Senior Civil Engineering Specialist	$185
Senior Civil Engineer III	$175
Senior Civil Engineer II	$155
Senior Civil Engineer	$145
Civil Project Engineer II	$135
Civil Project Engineer	$125
Civil Engineer	$115
Geotechnical Engineer II	$160
Geotechnical Engineer	$125
Senior Civil Technical Specialist	$155
Senior Civil Designer III	$140
Senior Civil Designer II	$135
Senior Civil Designer	$125
Civil Project Designer II	$115
Civil Project Designer	$110
Civil Designer IV	$105
Civil Designer III	$100
Civil Designer II	$95
Civil Designer	$90
Design Technician II	$80
Design Technician	$75
Land Surveyor III	$150
Land Surveyor II	$130
Land Surveyor I	$120
Senior Survey Technician	$100
Survey Technician III	$90
Survey Technician II	$75
Survey Technician	$65
Senior Construction Administrator	$130
Construction Administrator	$125
Senior Field Technician	$120
Field Technician IV	$100
Field Technician III	$90
Field Technician II	$85
Field Technician	$75
Administrative Assistant	$75

TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 18 day of January, 2023 (the "Effective Date") by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town") and J-U-B Engineers, Inc., an Idaho corporation, ("Contractor") (collectively, the "Parties").

WHEREAS, the Town desires to engage the services of Contractor and Contractor wishes to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference ("Services"), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2023, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor's duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and

Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Subject to the lawful standard of care, Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

a) Comprehensive General Liability - $1,000,000 combined aggregate

b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The Town shall be included as an additional insured on the contractor's liability policy. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

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

SECTION 5: TERMINATION

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately. Contractor

may terminate this Agreement due to the Town's material breach with seven (7) days written notice unless the breach is cured, or the Town has commenced to cure the breach, within the notice period.

SECTION 6: INDEPENDENT CONTRACTOR

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

SECTION 7: NOTICE

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

TO THE TOWN:
Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: hhill@johnstownco.gov

TO CONTRACTOR:
Attn: Steve James, P.E.
Company: J-U-B Engineers, Inc.
Address: 4745 E. Boardwalk Dr. Building D, Suite #200
Fort Collins, CO, 80525
Email: sjames@jub.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

SECTION 8: MISCELLANEOUS

8.01 Time. Contractor shall provide timely services under this Agreement.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended,

financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.04 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.05 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.06 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

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

8.08 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.9 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.10 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the

Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.11 Costs and Attorney's Fees. To the extent permitted by law, given the statutory prohibitions related to the Town's ability to expend unbudgeted and unappropriated funds, if any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.12 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

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

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Hannah Hill, Town Clerk Matthew S. LeCerf, Town Manager

J-U-B ENGINEERS, INC.

By:_____
Name:
Representative

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____day of _____, 2023, by _____ as the _____ of J-U-B Engineers, Inc.

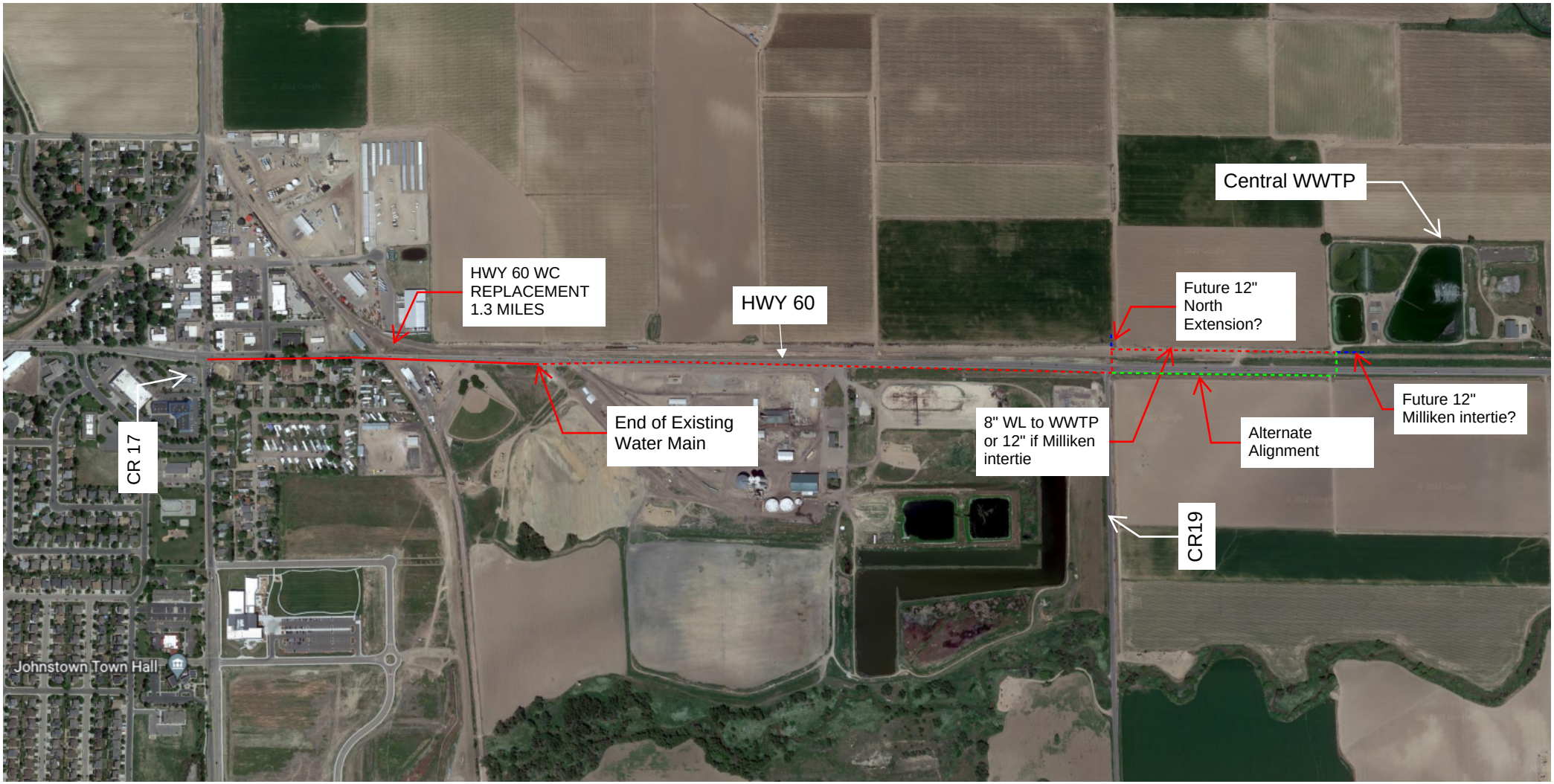
WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT A

Town of Johnstown
SH60 WL Replacement/Connection to Central WWTP
Phasing/Alternative Alignments



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: Traffic Signal Poles for SH 60 and Carlson Blvd.

ACTION PROPOSED: Approval to order the traffic signal poles for SH 60 and Carlson Boulevard

ATTACHMENTS: 1. Traffic signal quotes

PRESENTED BY: Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

In 2022, the Town Council approved the design for a traffic signal at the intersection of SH 60 and Carlson Blvd. The design is complete, and the project has been approved by the Colorado Department of Transportation (CDOT).

The project went out to bid the week of January 9, 2023 and will close in mid-February. The traffic signal poles are a long lead item and will take at least 22 weeks to arrive. Therefore, Staff is requesting approval to order the traffic signal poles due to the timing and opening of the High School in the fall of 2023. For the safety of the roadway and children going to school, it is Staff's desire to have the intersection operational prior to opening day of school 2023.

The Town requested 3 quotes for the poles and have received 2 quotes back. Quotes received include:

1. MH Companies - $139,082.00
2. Millerbrand - $96,279.00

Staff is seeking authorization to order the traffic signal poles from Millerbrand in the amount of $96,279.00.

The poles will be painted black to match the SH 60 Corridor traffic signal poles.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

The funding for the project was approved by Council in the 2023 budget.

RECOMMENDED ACTION: Town Staff recommends approval to order the traffic signal poles under the emergency clause of the Town's Financial Policies.

SUGGESTED MOTIONS:

For Approval
I move to approve the ordering of the traffic signal poles for the intersection of SH 60 and Carlson Blvd, authorizing the purchase from Millerbrand at a cost of $96,279.00.

For Denial
I move we deny the ordering of the traffic signal poles for the intersection of SH 60 and Carlson Blvd.

Reviewed and Approved for Presentation,

Town Manager

MILLERBERND MANUFACTURING COMPANY
622 6th St S
Winsted MN 55395
United States

MILLERBERND

Phone: 320-485-2111

Quote Number: 146972

QUOTE

Quote To:
CASEY DUNN
Illumination Systems Inc.
5 SOUTH KALAMATH STREET
DENVER CO 80223
United States

Phone: Fax:

Date: 12/12/2022
Expires: 1/26/2023
Reference: SH60 CARLSON SIGNAL POLES
Sales Person: Illumination Systems
Fax:

QUOTED PER CDOT STANDARDS ~ MATT LINKERT

1) Quoted prices are valid for 45 days. Prices are subject to change on orders that are not released within 90 days from the date of the original purchase order.

2) Quotation is subject to acceptance at time of order placement. Quoted unit prices are based on total quantities listed in their entirety. Any variation in quantities or split purchase orders may result in additional charges.

3) This quotation is based upon Millerbernd Manufacturing Company Current Standard Terms and Conditions of sale located at https://www.millerbernd.com/wp-content/uploads/2017/12/MMC-Standard-TC.pdf.

4) F.O.B. Delivery Site-Commission Level "D" and $6,259 freight included in pricing structure.

5) Please be advised delivery will be based on manufacturing lead times at time of release and may differ from quoted lead time.

USD

Line	Part / Description	Rev / Drawing	Expected Qty	Unit Price	Ext. Price
1	CO-614-40A-30-15L 40' MH POLE WITH 30' MAST ARM & 15' LUM ARM - GALVANIZED & MILLERBOND PAINTED - INCLUDES ANCHOR BOLTS	000	1.00 EA	15,532.00	15,532.00
2	CO-614-40A-45-15L 40' MH POLE WITH 45' MAST ARM & 15' LUM ARM - GALVANIZED & MILLERBOND PAINTED - INCLUDES ANCHOR BOLTS	000	1.00 EA	17,767.00	17,767.00

QuotForm:001:00

MILLERBERND MANUFACTURING COMPANY
622 6th St S
Winsted MN 55395
United States

MILLERBERND

Phone: 320-485-2111

Quote Number: 146972

QUOTE

3	CO-614-40-65-15L 40' MH POLE WITH 65' MAST ARM & 15' LUM ARM - GALVANIZED & MILLERBOND PAINTED - INCLUDES ANCHOR BOLTS	000	1.00 EA	30,464.00	30,464.00
4	CO-614-40-75-15L 40' MH POLE WITH 75' MAST ARM & 15' LUM ARM - GALVANIZED & MILLERBOND PAINTED - INCLUDES ANCHOR BOLTS	000	1.00 EA	32,516.00	32,516.00

Lines Total	96,279.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	**96,279.00**

The MH Companies
1044 Speer Blvd
Denver CO 80204
Phone: (303) 573-0222
Fax: (303) 573-0922
From: Dominick Rodriguez
Quoter Ph: 720-904-8535x-
Email: dominick@mhlighting.com

Project **Town of Johnstown Traffic SH 60 and Carlson Blvd.**
Location
Quote MHDN22-228404-1

To: Troy White
Town of Johnstown
450 S. Parish St.
Johnstown CO 80534
Phone: (970) 578-9603
Fax: (970) 578-0141
EMail: TWhite@JohnstownCO.gov

For
Bid Date Nov 22, 2022
Expires Dec 22, 2022
Architect: No Architect
Controls: No Controls

QTY	Type	MFG	Part
Note			**** QUOTES ARE GOOD FOR 30 DAYS. PRICING SUBJECT TO CHANGE IF ORDER IS NOT RELEASED WITHIN 60 DAYS FROM THE PURCHASE ORDER DATE.*
Note			**** ANY CHANGES REQUIRES A RE-QUOTE.*
Note			**** SUBMITTALS REQUIRE A HOLD FOR RELEASE PO.*
1		VAL	S614-40A-TS LIGHT POLE W/30'MA-15'LMA @ 40' MTG HEIGHT-FP/GV F540 (FEDERAL GREEN 14056)-AB PER DB00629 REV G
1		VAL	S614-40A-TS LIGHT POLE W/45'MA-15'LMA @ 40' MTG HEIGHT-FP/GV F540 (FEDERAL GREEN 14056)-AB PER DB00629 REV G
1		VAL	S614-40-TS LIGHT POLE W/65'MA-15'LMA @ 40' MTG HEIGHT-FP/GV F540 (FEDERAL GREEN 14056)-AB PER DB00628 REV G
1		VAL	S614-40-TS LIGHT POLE W/75'MA-15'LMA @ 40' MTG HEIGHT-FP/GV F540 (FEDERAL GREEN 14056)-AB PER DB00628 REV G
Note		VAL	*BUY AMERICA COMPLIANCE REQUIRED.*
Note		VAL	*MILL CERTS REQUIRED.*

Total: **$139,082.00**

Notes:
***** ESTIMATE LEAD TIME IS 24 TO 26 WEEKS.

***** FREIGHT ALLOWED.

Terms and conditions of sale:
Quotation Terms (1 through 9)

1) Quotations are provided as a .pdf file as standard. Additional quotation file types (.xls or .o2o) can be provided

The MH Companies
1044 Speer Blvd
Denver CO 80204
Phone: (303) 573-0222
Fax: (303) 573-0922
From: Dominick Rodriguez
Quoter Ph: 720-904-8535x-
Email: dominick@mhlighting.com

Project **Town of Johnstown Traffic SH 60 and Carlson Blvd.**
Location
Quote MHDN22-228404-1

upon request. When quotes are provided as a different file type, a .pdf version of the quote will also be attached. In the event there are discrepancies between the .pdf quote and other format version, the .pdf quote takes precedence. Use of quotations in another file type is at the customers risk. Always verify other file formats against the .pdf quote. MH is not responsible for discrepancies between the .pdf file and other file types.

2) Customer is responsible for verifying fixture voltage and dimming type and if multiple or remote drivers or ballasts are required. Unless otherwise specified, drivers and ballasts will be 120v and fixtures will be single-level switched.

3) Unless otherwise specified, prices do not include lamps, shipping, spare material, fuses, special finishes, extended warranties, installation, distributor stage & store, or applicable taxes.

4) Unless otherwise specified, prices are firm for thirty days from the date of quotation, and shipment must occur within 180 days of the date of quotation for prices to be valid.

5) Freight allowances are based upon a single release and shipment.

6) All quotations are subject to the manufacturer's standard terms and conditions of sale.

7) Complete package must be taken as shown on quote for pricing to remain valid (No partials).

8) All batteries purchased, whether as a part of a luminaire or an inverter, must be powered up no longer than 90 days after the date of shipment for the warranty to be valid.

9) Product submittals will be provided once requested and are required to be approved prior to order release. All LED luminaires are furnished as a complete assembly, luminaire submittals will include cut sheets with all specific luminaire options called out. Additional submittal information beyond what is included in the luminaire cut sheet for internal luminaire components (including drivers) are not provided as a part of the submittal package.

Thank you for choosing The MH Companies for your lighting, lighting controls, roadway and traffic signal needs. Your business is greatly appreciated.

Mfg Terms:		Freight Allowance	Minimum Order
VAL	Valmont	Freight Allowed	$500.00

*TRAFFIC & ROADWAY NOTES:
* PLEASE PROVIDE CALL AHEAD INFORMATION FOR DELIVERY PURCHASE ORDER.
* IF ANCHOR BOLT & TEMPLATE PRE-SHIP IS REQUIRED, PLEAS SPECIFY & PROVIDE SHIP TO INFORMATION.
* STEEL TEMPLATES ARE NOT INCLUDED UNLESS OTHERWISE SPECIFIED.
* STEEL TEMPLATES MUST BE QUOTED SEPARATELY IF REQUIRED.
* PLEASE ADVISE UPON ORDER.

The MH Companies
1044 Speer Blvd
Denver CO 80204
Phone: (303) 573-0222
Fax: (303) 573-0922
From: Dominick Rodriguez
Quoter Ph: 720-904-8535x-
Email: dominick@mhlighting.com

Project **Town of Johnstown Traffic SH 60 and Carlson Blvd.**

Location

Quote MHDN22-228404-1

* DOUBLE MAST ARM TRAFFIC POLES:
* PROVIDE ORIENTATION & ROTATION OF SECONDARY MAST A IN RELATION TO PRIMARY MAST ARM.
* PROVIDE LUMINAIRE ARM ORIENTATION IN RELATION TO PRIMARY MAST ARM.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: Resolution 2023-05 regarding the Rieder Farm Annexation

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2023-05 Findings of Fact and Conclusions based thereon with respect to the Rieder Farm Annexation

ATTACHMENTS:
1. Resolution 2023-05
2. Vicinity Map
3. Petition
4. Annexation Map
5. PZC Agenda Memorandum
6. Staff Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Town has received a petition for annexation from Platte Land and Water, LLC, for the Rieder Farm Annexation (Attachment 3), located in Weld County. The property is located on the west side of Parish Ave., north of Second Street (Attachment 2).

This proposed area of annexation meets the eligibility and contiguity requirements of CRS 31-104 and 105, and is bordered by Johnstown along the southern and western boundaries (Attachment 4). A Resolution to this effect was approved by Council on December 5, 2022.

Town Staff has reviewed the petition and documents submitted and signed by the property owners and found them to be in conformance with the requirements of Colorado Revised Statutes governing annexation. Notices have been appropriately provided to surrounding property owners as well as to Weld County and all applicable Special Districts.

The Planning & Zoning Commission (PZC) held a public hearing on November 16, 2022, to consider the Rieder Farm Annexation (Case ANX22-0002). The Planning & Zoning Commission Agenda Memorandum (Attachment 5) provides background and historical use of the property. The

property has been undeveloped agricultural land within unincorporated Weld County. Based upon the materials submitted, analysis, and findings, the PZC approved a motion recommending to Town Council approval of this annexation request.

This petition and application for annexation is accompanied by companion requests, on this Council agenda, for Establishment of Zoning to H-A (Holding Ag) that encompasses this annexation area.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approval of Resolution 2023-05 Findings of Fact and Conclusions based thereon with respect to the Rieder Farm Annexation

SUGGESTED MOTIONS:

For Approval
I move that the Town Council approve Resolution 2023-05 Findings of Fact and Conclusions based thereon with respect to the Rieder Farm Annexation.

For Denial
I move that the Town Council deny Resolution 2023-05.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-05

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO THE RIEDER FARM ANNEXATION

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

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

WHEREAS, Platte Land & Water, LLC, a Delaware limited liability company, submitted a Petition for Annexation for an annexation of real property situated in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, and known as the "Rieder Farm Annexation;" and

WHEREAS, on December 5, 2022, by Resolution No. 2022-47, the Town Council found the Petition for Annexation to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, on January 18, 2023, after due notice, the Town Council conducted a public hearing and, based on the evidence contained in the official file, the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Rieder Farm Annexation.

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

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Rieder Farm Annexation.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. § 31-12-104 and C.R.S. § 31-12-105 have been met including the following:

   A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town as shown on the annexation map.

   B. A community of interest exists between the area proposed to be annexed and the Town due to the proximity of the area to the Town, the desires of the owners to annex and the fact that it is within the planning area contemplated in the Johnstown Area Comprehensive Plan.

   C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.

D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the landowners of the area proposed for annexation, while presently agricultural, plan to develop the land in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town can provide water service and the Town's sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.

E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over $200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from any school district.

G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105.

H. The entire widths of any streets to be annexed are included within the annexation.

2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2). An annexation agreement has been submitted.

3. The Town Council has determined that additional terms and conditions will not be imposed.

4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.

5. Notice of this hearing has been given as required by C.R.S. § 31-12-108.

6. An Annexation Impact Report was submitted to the Weld County Board of County Commissioners and County Attorney pursuant to C.R.S. § 31-12-108.5.

CONCLUSIONS

1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. § 31-12-104.

2. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.

3. Said Rieder Farm Annexation may be annexed by Ordinance pursuant to C.R.S. § 31-12-111, without an election under C.R.S. § 31-12-107(2).

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2023.

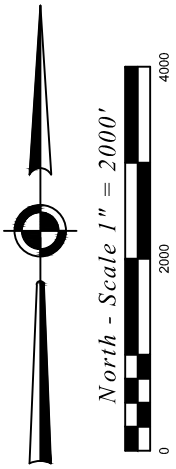
ATTEST: TOWN OF JOHNSTOWN, COLORADO

By:_____ By:_____

Hannah Hill, Town Clerk Gary Lebsack, Mayor

Vicinity Map

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 4 North,
Range 67 West of the 6th P.M., County of Weld, State of Colorado



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

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#	Date	Revisions

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

PETITION FOR ANNEXATION
To the Town of Johnstown
(Weld County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Rieder Farm, and in support of said Petition, your petitioners allege that:

(1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

(2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.

(3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.

(4) The territory proposed to be annexed is urban or will be urbanized in the near future;

(5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;

(6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;

(7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

(8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

(9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.

(10) The area proposed to be annexed is located within Weld County, School District RE-5J-Johnstown, Northern Colorado Water Conservancy District, Little Thompson Water District, Front Range Fire Rescue Fire Protection District, Aims Junior College District, High Plains Library District, Thompson River Parks and Recreation District and no others;

(11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;

(12) Accompanying this Petition are five (5) prints of the area proposed to be following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;

(d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;

(e) The dimensions of the contiguous boundaries are shown on the map.

(f) A proposed drainage plan and a proposed utilities plan.

(13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

(a) Water rights shall be provided as mutually agreed to by the Town and the undersigned and as required by the Johnstown Municipal Code. The undersigned specifically agrees that it has not sold or transferred any water rights appurtenant to the property subject to this Petition for Annexation within the past year, and it will not transfer or sell any appurtenant surface or ground water rights during the pendency of this annexation or once annexed to the Town without the prior written approval of the Town.

(b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;

(c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.

(d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

__X__ No part of the property to be annexed is included within any site-specific development plan approved by Weld County, Colorado.

_____A site-specific development plan has been approved by Weld County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required $_____.00 for publication costs.

EXECUTED this 27th day of Oct., 2022.

By: _____

Name: Tim Walsh

Title: President, Platte Land & Water, LLC

Name of Annexation: Rieder Farm

STATE OF ~~COLORADO~~ ILLINOIS)
)ss
COUNTY OF LAKE)

Subscribed and sworn to before me this 22 day of OCTOBER, 2022 by TIMOTHY WALSH as PRESIDENT of PLATTE ~~ASSETS~~ LAND & WATER LLC on behalf of OWNER.

WITNESS my hand and official seal.

My commission expires: MAY 5, 2025

"OFFICIAL SEAL"
KEVIN L. WEGNER
Notary Public, State Of Illinois
My Commission Expires 05/05/2025
Commission No. 855032

Notary Public

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of 5 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 27 day of October, A.D., 2022, by Theodore Matuga.

Witness my hand and official seal.

My commission expires: 11-04-2025

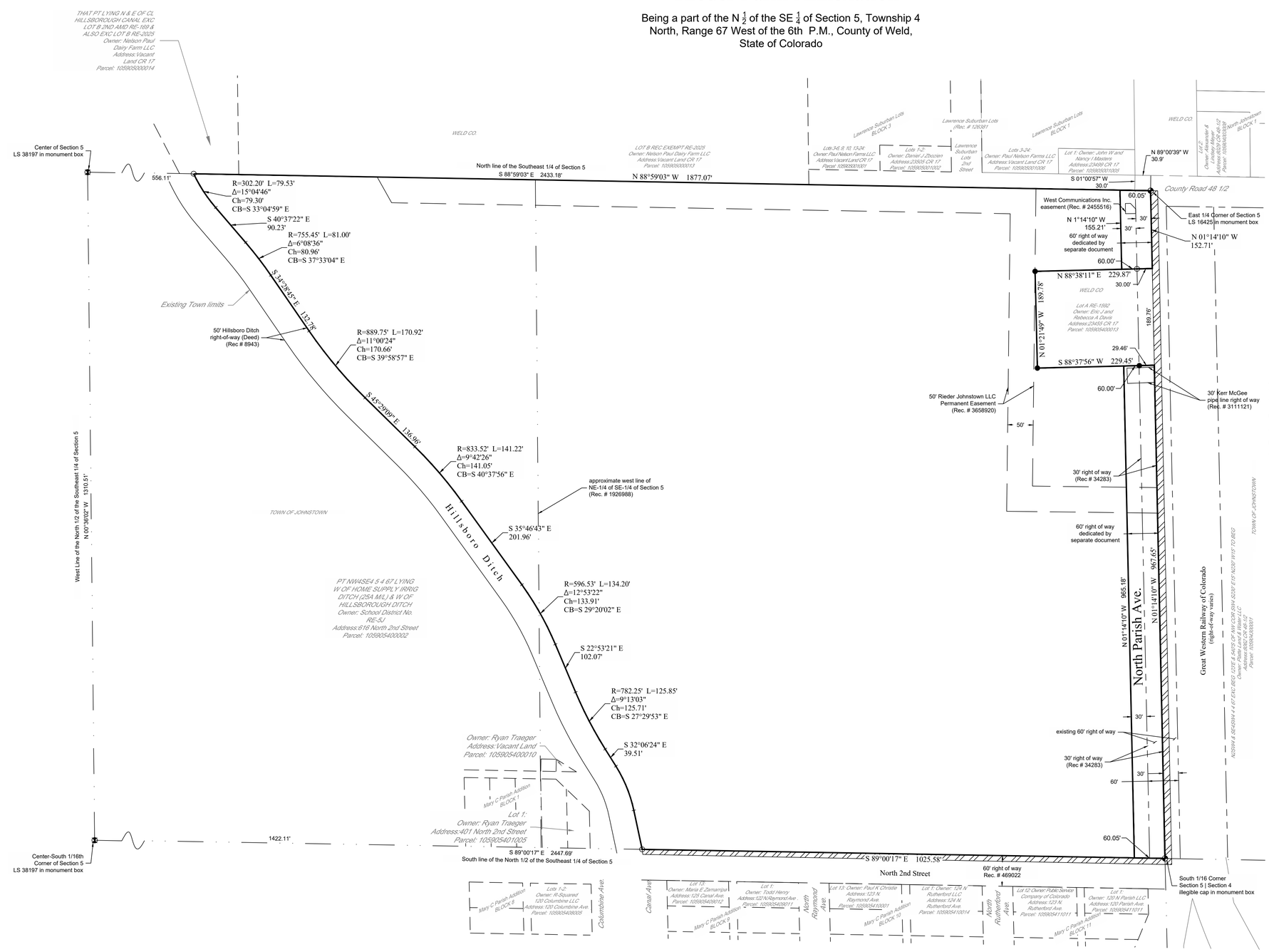
Notary Public

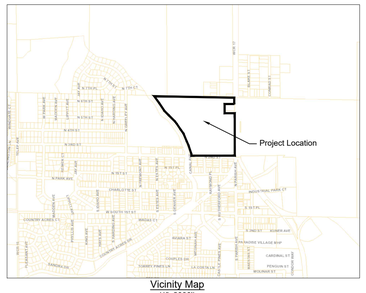
19094493_v2

KELLY MEGAN JACKSON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214043545
MY COMMISSION EXPIRES NOV 4, 2025

Rieder Farm Annexation

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado





Vicinity Map
(1"=2000')

LEGAL DESCRIPTION (per title commitment):

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

NOW DEFINED AND DESCRIBED AS:

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

Town Council Approval:

This map to be known as Rieder Farm Annexation is approved and accepted to the Town of Johnstown, Colorado by ordinance number _____ passed and adopted on the final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the _____ day of _____, 20____.

Mayor:_____.

Town Clerk: _____.

General Notes:

1. This map or plat was prepared for the exclusive use of the person, persons or entity named in the surveyors statement hereon. Said statement does not extend to any unnamed person without an express re-statement by the surveyor.
2. All lineal measurements shown are ground distances and U.S. survey feet.
3. caution: The surveyor preparing this map will not be responsible for, or liable for uses of this map. All changes to this exhibit must be approved in writing by the surveyor.

Contiguity Statement:

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

One sixth of the total perimeter area: 446.35'

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

The total contiguous perimeter is 37%

North - Scale 1" = 100'

Legend:

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

Surveyors Statement:

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

_____
M. Bryan Short
Colorado Professional Surveyor #32444

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TITLE

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

CLIENT

Platte Land and Water

Field Date	December 07, 2021	ST	BAB
Party Chief	ZSW	PM	BAB
Print Date	October 11, 2022	PLS	MBS

PROJECT NO. 21133.002

SHEET NO. 1

NO. OF SHEETS 1

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

REVISIONS

Date	By	Description
Date	By	Description
8.24.2022	mbs	added title dedication

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Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

DESCRIPTION:	**Rieder Annexation & Establishment of Zoning (HA-Holding Ag)**
PROJECT NO:	ANX22-0002
LOCATION:	South of WCR 48.5, north of 2nd St. and west of Parish Ave, approx. 40.899 acres
APPLICANT:	Platte Land & Water, LLC
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	November 16, 2022

ATTACHMENTS

1- Vicinity Map
2- Annexation Map
3- Zoning Map

BACKGROUND & SUMMARY

The applicant, Platte Land & Water, LLC, requests Annexation and Establishment of HA- Holding Ag Zoning for approximately 40.899 acres of land in Weld County. The property is located south of Weld County Rd (WCR) 48.5 (alignment), north of 2nd Street, and west of Parish Ave./WCR 17.

The subject property is presently zoned A - Agricultural in unincorporated Weld County and is being used as farm land. It is bordered to the South by incorporated areas of Johnstown, with the rest being adjacent to unincorporated Weld County.

SURROUNDING ZONING & LAND USE

North:	AG – Agricultural Weld County – existing ag lands
South:	SF-1 – Single Family "Old Town" neighborhood
East:	H-A – Holding Ag (Held Farm Annexation)
West:	O – Roosevelt High School

LAND USE HISTORY

Historically, this property has been used for farming and continues as that use today.

OIL & GAS

COGCC (Oil & Gas) online maps show one existing plugged and abandoned (2009) well on-site, previously operated by PDC Energy, Inc.

IRRIGATION DITCHES
The Hillsborough ditch runs along the western boundary of the property and in a 50' easement.

FLOODPLAIN
The subject property is not located in a floodplain.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, October 27, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning. Full state-required annexation packets will be mailed to the county and all taxing districts in advance of the scheduled Council hearing on January 4, 2023.

NEIGHBORHOOD MEETING
No neighborhood meeting was held for this annexation and zoning.

PROJECT DESCRIPTION & ANALYSIS
Annexation: This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed for each individual annexation is contiguous to the Town of Johnstown boundary.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town is capable of providing water, sewer, and police service to the property.
4. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

A resolution finding Substantial Conformance with C.R.S. requirements will be presented to Town Council on December 5, 2022.

Zoning & Development Standards
The current zoning for the property is Agricultural in Unincorporated Weld County. There are no known existing conditional uses or uses by special review that apply to the property.

The applicant requests HA- Holding Ag Zoning upon annexation, which permits the applicant to continue using the property for farming. Future development will be required to create subdivision plats and development plans, to be reviewed and approved by the Town through public hearing processes. Detailed engineering and construction plans are part of that future technical review.

Staff has no outstanding concerns related to this Annexation and Establishment of Zoning.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Staff recommends that the Planning and Zoning Commission send a recommendation for Approval to Town Council for the Annexation and Establishment of HA- Holding Ag Zoning based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.

3. The Town can adequately and efficiently provide utility and police services.
4. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion: Motion to Approve, as presented

Based on the application materials received, analysis and presentations at this hearing, and findings noted in this staff memorandum, I move that the Planning & Zoning Commission recommend Approval to the Town Council for the Rieder Annexation and Establishment of HA (Holding Ag) Zoning.

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Denial of the Rieder Annexation and Establishment of Zoning.

Town of Johnstown

RIEDER FARM ANNEXATION – FINDINGS OF FACT

Town Council

January 18, 2023

VICINITY MAP

- West of Parish Ave, North of 2nd St.
- Approx. 40.9 Acres
- Weld County – A – Agriculture
- Hillsborough Ditch on West

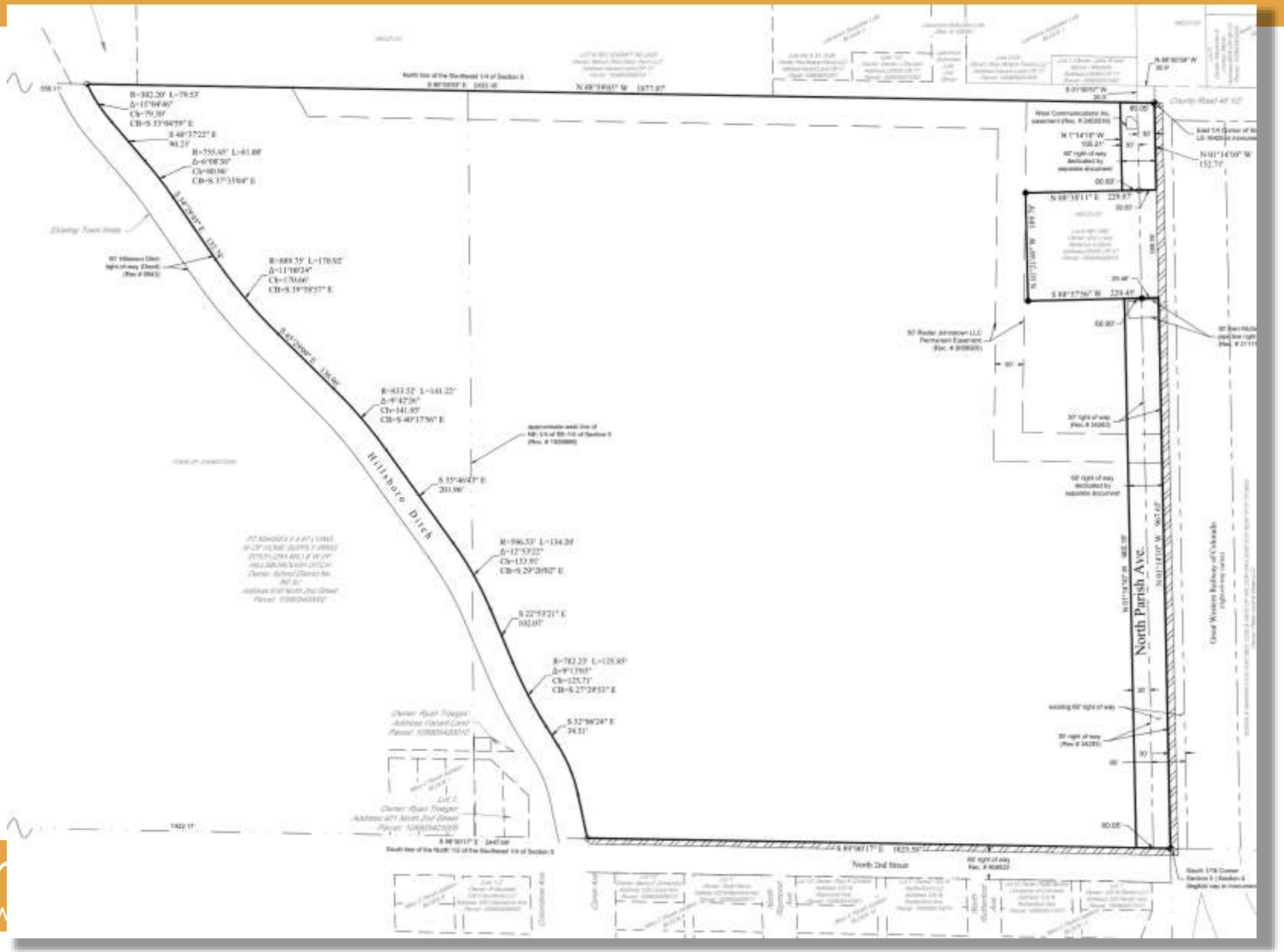
FINDINGS & CONCLUSIONS

- Meets C.R.S. §31-12-104 and -105 requirements
- "Community of Interest" exists between Town and Annexation area
- Area to be Urbanized in near future
- 100% Owner-initiated request
- ROW for Parish Ave. included

Conclusions:

- Area is Eligible for Annexation
- No limitations apply that would restrict Annexation
- To be Annexed by Ordinance

ANNEXATION MAP



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: Ordinance 2023-239 regarding the Rieder Farm Annexation

ACTION PROPOSED: Hold Public Hearing and Consider Ordinance 2023-239 Annexing certain unincorporated lands located in Weld County, known as the Rieder Farm Annexation, containing approximately 40.9 acres

ATTACHMENTS:
1. Ordinance 2023-239
2. Vicinity Map
3. Petition
4. Annexation Map
5. PZC Agenda Memorandum for Annexation & Zoning
6. Staff Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Town has received a petition for annexation from Platte Land and Water, LLC, for the Rieder Farm Annexation (Attachment 3), located in Weld County. The property is located on the west side of Parish Ave., north of Second Street (Attachment 2).

This proposed area of annexation meets the eligibility and contiguity requirements of CRS 31-104 and 105, and is bordered by Johnstown along the southern and western boundaries (Attachment 4). A Resolution to this effect was approved by Council on December 5, 2022.

The Planning & Zoning Commission (PZC) held a public hearing on November 16, 2022, to consider the Rieder Farm Annexation (Case ANX22-0002). The Planning & Zoning Commission Agenda Memorandum (Attachment 5) provides background and historical use of the property. The property has been undeveloped agricultural land within unincorporated Weld County. Based upon the materials submitted, analysis, and findings, the PZC approved a motion recommending to Town Council approval of this annexation request.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the Applicant. Full referral packets, required per C.R.S., were sent via registered mail to the Weld County Board of County Commissioners, the County Attorney, and all Special Districts.

This petition and application for annexation is accompanied by companion requests, on this Council agenda, for Establishment of Zoning to H-A (Holding Ag) that encompasses this annexation area. An annexation agreement will be presented concurrent with the second reading of the ordinance.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Planning & Zoning Commission recommended, and Town Staff supports, Approval of Ordinance 2023-239 Annexing approximately 40.9 acres, known as the Rieder Farm Annexation, on First Reading.

SUGGESTED MOTIONS:

For Approval
I move that the Town Council approve Ordinance 2023-239, on First Reading.

For Denial
I move that the Town Council deny Ordinance 2023-239.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-239

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, NOW DEFINED AND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 40.899 ACRES MORE OR LESS, AND KNOWN AS THE RIEDER FARM ANNEXATION

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

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

WHEREAS, by Resolution No. 2022-47, the Town Council found a petition for annexation of certain property situated in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Rieder Farm Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on January 18, 2023, the Town Council held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

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

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

Section 1. The annexation of certain unincorporated property situated in in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January 2024.

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

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

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

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this __ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, 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 _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

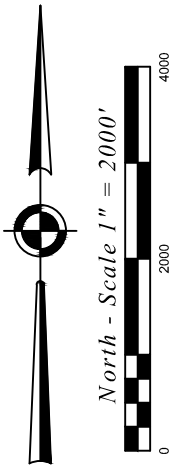
ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

Vicinity Map

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 4 North,
Range 67 West of the 6th P.M., County of Weld, State of Colorado



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

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#	Date	Revisions

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

PETITION FOR ANNEXATION
To the Town of Johnstown
(Weld County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as Rieder Farm, and in support of said Petition, your petitioners allege that:

(1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

(2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.

(3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.

(4) The territory proposed to be annexed is urban or will be urbanized in the near future;

(5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;

(6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;

(7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

(8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

(9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.

(10) The area proposed to be annexed is located within Weld County, School District RE-5J-Johnstown, Northern Colorado Water Conservancy District, Little Thompson Water District, Front Range Fire Rescue Fire Protection District, Aims Junior College District, High Plains Library District, Thompson River Parks and Recreation District and no others;

(11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;

(12) Accompanying this Petition are five (5) prints of the area proposed to be following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;

(d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;

(e) The dimensions of the contiguous boundaries are shown on the map.

(f) A proposed drainage plan and a proposed utilities plan.

(13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

(a) Water rights shall be provided as mutually agreed to by the Town and the undersigned and as required by the Johnstown Municipal Code. The undersigned specifically agrees that it has not sold or transferred any water rights appurtenant to the property subject to this Petition for Annexation within the past year, and it will not transfer or sell any appurtenant surface or ground water rights during the pendency of this annexation or once annexed to the Town without the prior written approval of the Town.

(b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;

(c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.

(d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

__X__ No part of the property to be annexed is included within any site-specific development plan approved by Weld County, Colorado.

_____A site-specific development plan has been approved by Weld County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required $_____.00 for publication costs.

EXECUTED this 27th day of Oct., 2022.

By: _____

Name: Tim Walsh

Title: President, Platte Land & Water, LLC

Name of Annexation: Rieder Farm

STATE OF ~~COLORADO~~ ILLINOIS)
)ss
COUNTY OF LAKE)

Subscribed and sworn to before me this 25 day of OCTOBER, 2022 by TIMOTHY WALSH as PRESIDENT of PLATTE ~~ASSETS~~ LAND & WATER LLC on behalf of OWNER.

WITNESS my hand and official seal.

My commission expires: MAY 5, 2025

"OFFICIAL SEAL"
KEVIN L. WEGNER
Notary Public, State Of Illinois
My Commission Expires 05/05/2025
Commission No. 855032

Notary Public

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Johnstown, Colorado, consisting of 5 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO)
)ss
COUNTY OF ROUTT)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this 27 day of October, A.D., 2022, by Theodore Matuga.

Witness my hand and official seal.

My commission expires: 11-04-2025

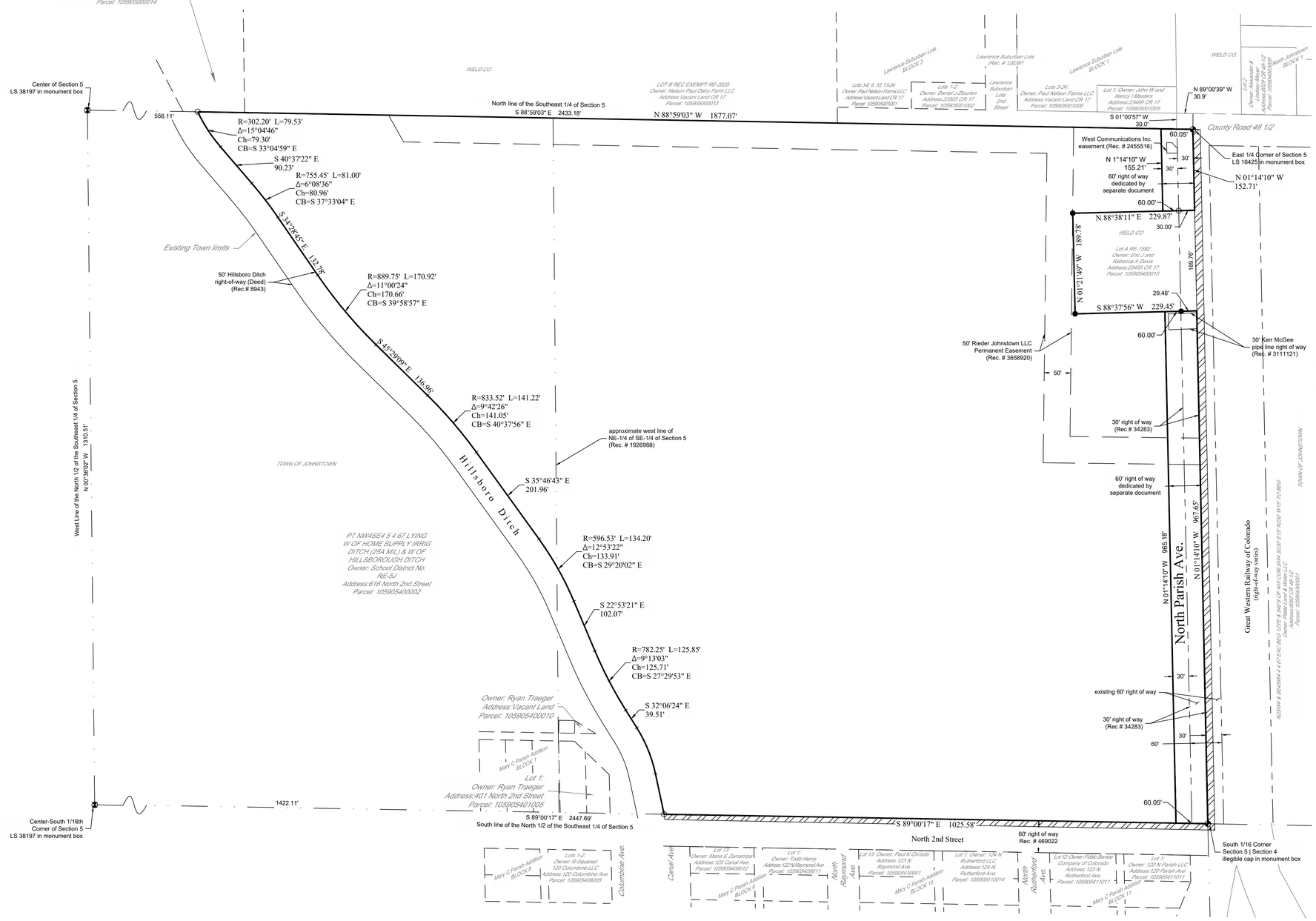
Notary Public

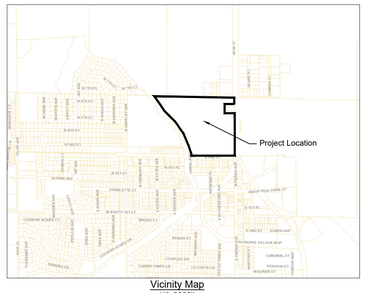
19094493_v2

KELLY MEGAN JACKSON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214043545
MY COMMISSION EXPIRES NOV 4, 2025

Rieder Farm Annexation

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 4
North, Range 67 West of the 6th P.M., County of Weld,
State of Colorado





Vicinity Map
(1"=2000')

LEGAL DESCRIPTION (per title commitment):

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

NOW DEFINED AND DESCRIBED AS:

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

Town Council Approval:

This map to be known as Rieder Farm Annexation is approved and accepted to the Town of Johnstown, Colorado by ordinance number _____ passed and adopted on the final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the _____ day of _____, 20____.

Mayor:_____.

Town Clerk: _____.

General Notes:

1. This map or plat was prepared for the exclusive use of the person, persons or entity named in the surveyors statement hereon. Said statement does not extend to any unnamed person without an express re-statement by the surveyor.
2. All lineal measurements shown are ground distances and U.S. survey feet.
3. caution: The surveyor preparing this map will not be responsible for, or liable for uses of this map. All changes to this exhibit must be approved in writing by the surveyor.

Contiguity Statement:

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

One sixth of the total perimeter area: 446.35'

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

The total contiguous perimeter is 37%

North - Scale 1" = 100'

Legend:

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

Surveyors Statement:

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

_____
M. Bryan Short
Colorado Professional Surveyor #32444

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TITLE

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

CLIENT

Platte Land and Water

Field Date	December 07, 2021	ST	BAB
Party Chief	ZSW	PM	BAB
Print Date	October 11, 2022	PLS	MBS

PROJECT NO. 21133.002

SHEET NO. 1

NO. OF SHEETS 1

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

REVISIONS

Date	By	Description
8-24-2022	mbs	added title dedication

C:\Users\mdigar\OneDrive\Bret\21133\dwg\21133002.dwg October 11, 2022 - 5:47am

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

DESCRIPTION:	**Rieder Annexation & Establishment of Zoning (HA-Holding Ag)**
PROJECT NO:	ANX22-0002
LOCATION:	South of WCR 48.5, north of 2nd St. and west of Parish Ave, approx. 40.899 acres
APPLICANT:	Platte Land & Water, LLC
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	November 16, 2022

ATTACHMENTS

1- Vicinity Map
2- Annexation Map
3- Zoning Map

BACKGROUND & SUMMARY

The applicant, Platte Land & Water, LLC, requests Annexation and Establishment of HA- Holding Ag Zoning for approximately 40.899 acres of land in Weld County. The property is located south of Weld County Rd (WCR) 48.5 (alignment), north of 2nd Street, and west of Parish Ave./WCR 17.

The subject property is presently zoned A - Agricultural in unincorporated Weld County and is being used as farm land. It is bordered to the South by incorporated areas of Johnstown, with the rest being adjacent to unincorporated Weld County.

SURROUNDING ZONING & LAND USE

North:	AG – Agricultural Weld County – existing ag lands
South:	SF-1 – Single Family "Old Town" neighborhood
East:	H-A – Holding Ag (Held Farm Annexation)
West:	O – Roosevelt High School

LAND USE HISTORY

Historically, this property has been used for farming and continues as that use today.

OIL & GAS

COGCC (Oil & Gas) online maps show one existing plugged and abandoned (2009) well on-site, previously operated by PDC Energy, Inc.

IRRIGATION DITCHES
The Hillsborough ditch runs along the western boundary of the property and in a 50' easement.

FLOODPLAIN
The subject property is not located in a floodplain.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, October 27, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning. Full state-required annexation packets will be mailed to the county and all taxing districts in advance of the scheduled Council hearing on January 4, 2023.

NEIGHBORHOOD MEETING
No neighborhood meeting was held for this annexation and zoning.

PROJECT DESCRIPTION & ANALYSIS
Annexation: This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed for each individual annexation is contiguous to the Town of Johnstown boundary.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town is capable of providing water, sewer, and police service to the property.
4. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

A resolution finding Substantial Conformance with C.R.S. requirements will be presented to Town Council on December 5, 2022.

Zoning & Development Standards
The current zoning for the property is Agricultural in Unincorporated Weld County. There are no known existing conditional uses or uses by special review that apply to the property.

The applicant requests HA- Holding Ag Zoning upon annexation, which permits the applicant to continue using the property for farming. Future development will be required to create subdivision plats and development plans, to be reviewed and approved by the Town through public hearing processes. Detailed engineering and construction plans are part of that future technical review.

Staff has no outstanding concerns related to this Annexation and Establishment of Zoning.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Staff recommends that the Planning and Zoning Commission send a recommendation for Approval to Town Council for the Annexation and Establishment of HA- Holding Ag Zoning based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.

3. The Town can adequately and efficiently provide utility and police services.
4. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion: Motion to Approve, as presented

Based on the application materials received, analysis and presentations at this hearing, and findings noted in this staff memorandum, I move that the Planning & Zoning Commission recommend Approval to the Town Council for the Rieder Annexation and Establishment of HA (Holding Ag) Zoning.

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Denial of the Rieder Annexation and Establishment of Zoning.

Town of Johnstown

RIEDER FARM ANNEXATION

Town Council

January 18, 2023

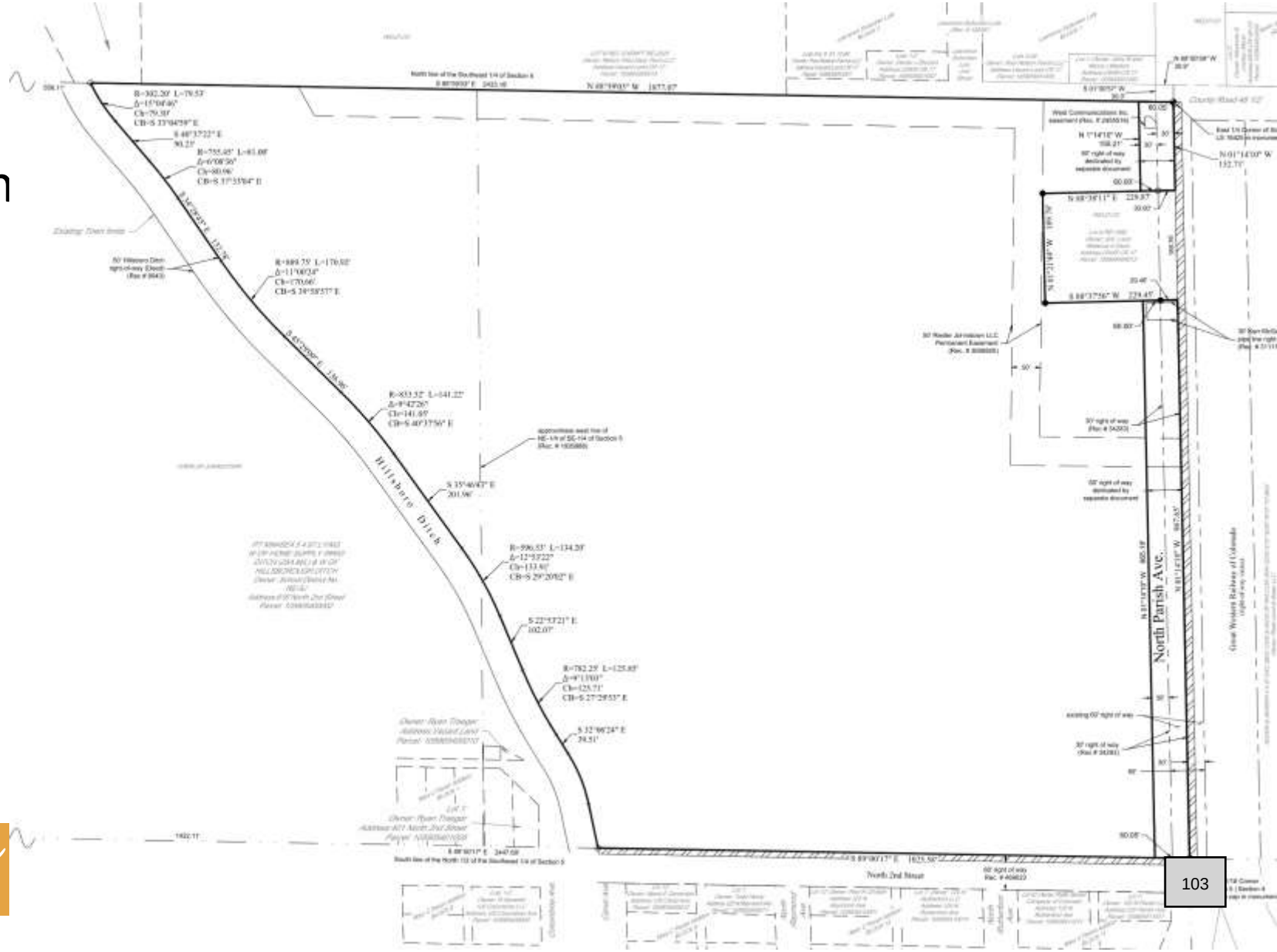
VICINITY MAP

- Approx. 40 Acres
- West of Parish Ave, North of 2nd St.
- Weld County – A – Agriculture
- Hillsborough Ditch on West Boundary
- Roosevelt HS along Western edge

ANNEXATION MAP

Item #10.

- Owner-initiated
- Within Johnstown Growth Management Area
- Has required 1/6 min. Contiguity, per C.R.S.
- Annexing adjacent ROW



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: January 18, 2023

SUBJECT: Ordinance 2023-240 Approving H-A Zoning for the property known as Rieder Farm Annexation

ACTION PROPOSED: Hold Public Hearing and Consider Ordinance 2023-240 on First Reading, Approving H-A Zoning for the property known as Rieder Farm Annexation

ATTACHMENTS:
1. Ordinance 2023-240
2. Vicinity Map
3. Zoning Plat
4. PZC Agenda Memorandum for Annexation & Zoning
5. Staff Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

In conjunction with a Petition for Annexation, the Town has received a request to establish zoning for the 40.9-acre property known as Rieder Farm Annexation, to H-A (Holding Ag) (Attachment 3). The intent of the H-A zoning is to allow ongoing agricultural activities, at the current scale, until such time as development plans are better known.

The property is located on the west side of Parish Ave., north of Second Street (Attachment 2). The surrounding zoning is Weld County Agricultural to the north, and Town of Johnstown SF-1 (Single Family) to the south and west. The Held Farm Annexation to the east was annexed in the Town in 2021, and is also zoned H-A.

The Planning & Zoning Commission (PZC) held a public hearing on November 16, 2022, to consider the Rieder Farm Annexation and Establishment of Zoning (Case ANX22-0002). The Planning & Zoning Commission Agenda Memorandum (Attachment 4) provides background and historical use of the property. Based upon the materials submitted, analysis, and findings, the PZC approved a motion recommending to Town Council approval of this zoning request.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the Applicant.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning and Zoning Commission recommended, and Staff supports, Approval of Ordinance 2023-240 Establishing H-A Zoning for the property known as Rieder Farm Annexation, on First Reading.

SUGGESTED MOTIONS:

For Approval
I move that the Town Council approve Ordinance 2023-240, on First Reading.

For Denial
I move that the Town Council deny Ordinance 2023-240.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-240

APPROVAL OF H-A ZONING OF THE PROPERTY KNOWN AS THE RIEDER FARM ANNEXATION, LOCATED IN A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, NOW DEFINED AND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 40.899 ACRES MORE OR LESS

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

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

WHEREAS, the Town Council approved annexation of certain property situated in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Rieder Farm Annexation ("Property"); and

WHEREAS, the property owners applied for Holding-Agricultural ("H-A") zoning of the Property in conjunction with annexation; and

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

WHEREAS, the Town's Planning and Zoning Commission held a hearing and recommended approval of H-A zoning for the Property; and

WHEREAS, on January 18, 2023, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to H-A conforms to the Town's Comprehensive Plan.

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

1. Zoning Approval. Zoning of the Property known as the Rieder Farm Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Holding-Agricultural.

2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this __ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, 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 _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

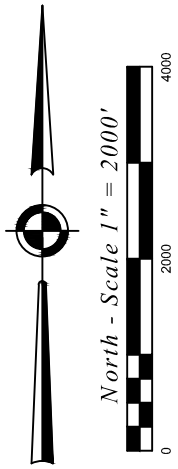
ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

Vicinity Map

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 4 North,
Range 67 West of the 6th P.M., County of Weld, State of Colorado



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

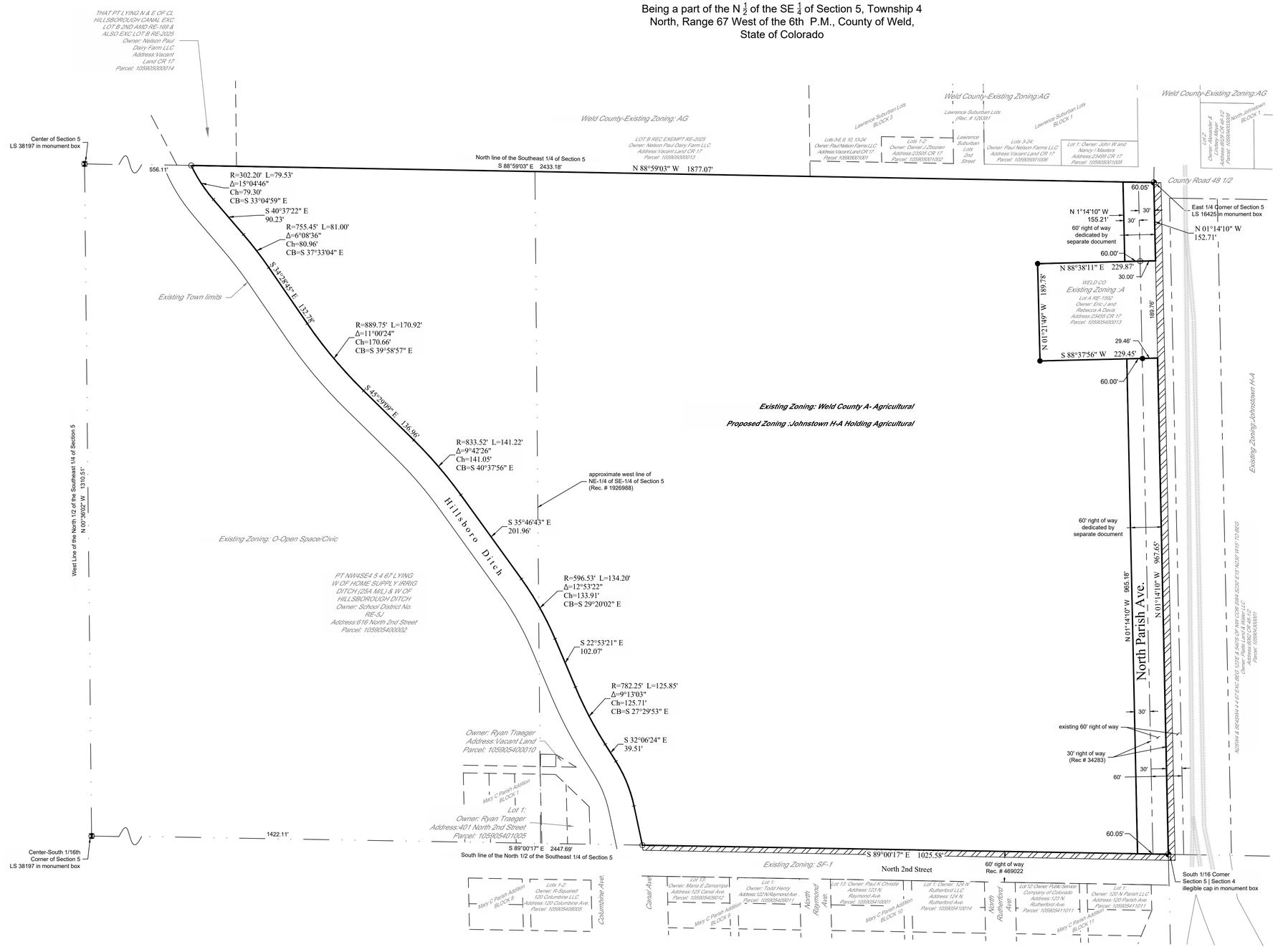
C:\Users\plsgc\OneDrive\for Brett\21133\dwg\21133d002.dwg May 23, 2022 – 11:24am

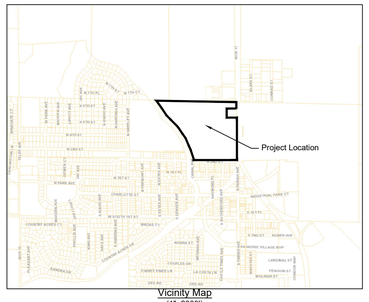
#	Date	Revisions

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

Rieder Farm Zoning Map

Being a part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado





Vicinity Map
(1"=2000')

LEGAL DESCRIPTION (per title commitment):

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

NOW DEFINED AND DESCRIBED AS:

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

Town Council Approval:

This map to be known as Rieder Farm Zoning Map is approved and accepted to the Town of Johnstown, Colorado by ordinance number _____ passed and adopted on the final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the _____ day of _____, 20____.

Mayor:_____.

Town Clerk: _____.

General Notes:

1. This map or plat was prepared for the exclusive use of the person, persons or entity named in the surveyors statement hereon. Said statement does not extend to any unnamed person without an express re-statement by the surveyor.
2. All lineal measurements shown are ground distances and U.S. survey feet.
3. caution: The surveyor preparing this map will not be responsible for, or liable for uses of this map. All changes to this exhibit must be approved in writing by the surveyor.

North - Scale 1" = 100'

Legend:

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

Surveyors Statement:

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

_____
M. Bryan Short
Colorado Professional Surveyor #32444

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

Field Date	December 07, 2021	ST	BAB
Party Chief	ZSW	PM	BAB
Print Date	October 11, 2022	PLS	MBS

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

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

TITLE
Platte Land and Water

CLIENT

REVISIONS
Date _____ By _____ Description _____
Date _____ By _____ Description _____
Date 8.24.2022 By mbs Description added link dedication

C:\Users\plsgc\OneDrive\Rieder\21133\002\dwg\ October 11, 2022 - 5:45am

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

DESCRIPTION:	**Rieder Annexation & Establishment of Zoning (HA-Holding Ag)**
PROJECT NO:	ANX22-0002
LOCATION:	South of WCR 48.5, north of 2nd St. and west of Parish Ave, approx. 40.899 acres
APPLICANT:	Platte Land & Water, LLC
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	November 16, 2022

ATTACHMENTS

1- Vicinity Map
2- Annexation Map
3- Zoning Map

BACKGROUND & SUMMARY

The applicant, Platte Land & Water, LLC, requests Annexation and Establishment of HA- Holding Ag Zoning for approximately 40.899 acres of land in Weld County. The property is located south of Weld County Rd (WCR) 48.5 (alignment), north of 2nd Street, and west of Parish Ave./WCR 17.

The subject property is presently zoned A - Agricultural in unincorporated Weld County and is being used as farm land. It is bordered to the South by incorporated areas of Johnstown, with the rest being adjacent to unincorporated Weld County.

SURROUNDING ZONING & LAND USE

North:	AG – Agricultural Weld County – existing ag lands
South:	SF-1 – Single Family "Old Town" neighborhood
East:	H-A – Holding Ag (Held Farm Annexation)
West:	O – Roosevelt High School

LAND USE HISTORY

Historically, this property has been used for farming and continues as that use today.

OIL & GAS

COGCC (Oil & Gas) online maps show one existing plugged and abandoned (2009) well on-site, previously operated by PDC Energy, Inc.

IRRIGATION DITCHES
The Hillsborough ditch runs along the western boundary of the property and in a 50' easement.

FLOODPLAIN
The subject property is not located in a floodplain.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, October 27, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning. Full state-required annexation packets will be mailed to the county and all taxing districts in advance of the scheduled Council hearing on January 4, 2023.

NEIGHBORHOOD MEETING
No neighborhood meeting was held for this annexation and zoning.

PROJECT DESCRIPTION & ANALYSIS
Annexation: This annexation is being considered by the Town for the following reasons:

1. At least 1/6 of the area to be annexed for each individual annexation is contiguous to the Town of Johnstown boundary.
2. The property is located within the Town of Johnstown Growth Management Area.
3. The Town is capable of providing water, sewer, and police service to the property.
4. The Town is authorized to annex the area without an election under Section 30(b) of Article II of the Colorado Constitution.

A resolution finding Substantial Conformance with C.R.S. requirements will be presented to Town Council on December 5, 2022.

Zoning & Development Standards
The current zoning for the property is Agricultural in Unincorporated Weld County. There are no known existing conditional uses or uses by special review that apply to the property.

The applicant requests HA- Holding Ag Zoning upon annexation, which permits the applicant to continue using the property for farming. Future development will be required to create subdivision plats and development plans, to be reviewed and approved by the Town through public hearing processes. Detailed engineering and construction plans are part of that future technical review.

Staff has no outstanding concerns related to this Annexation and Establishment of Zoning.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Staff recommends that the Planning and Zoning Commission send a recommendation for Approval to Town Council for the Annexation and Establishment of HA- Holding Ag Zoning based upon the following findings:

1. The area is contiguous to the Town of Johnstown along at least 1/6 of its boundaries.
2. The property is located within the Town of Johnstown Growth Management Area.

3. The Town can adequately and efficiently provide utility and police services.
4. The property is eligible for annexation without election pursuant to the Colorado Constitution Article II, Section 30(b).

Recommended Motion: Motion to Approve, as presented

Based on the application materials received, analysis and presentations at this hearing, and findings noted in this staff memorandum, I move that the Planning & Zoning Commission recommend Approval to the Town Council for the Rieder Annexation and Establishment of HA (Holding Ag) Zoning.

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Denial of the Rieder Annexation and Establishment of Zoning.

Town of Johnstown

RIEDER FARM ANNEXATION – ESTABLISHMENT OF ZONING

Town Council

January 18, 2023

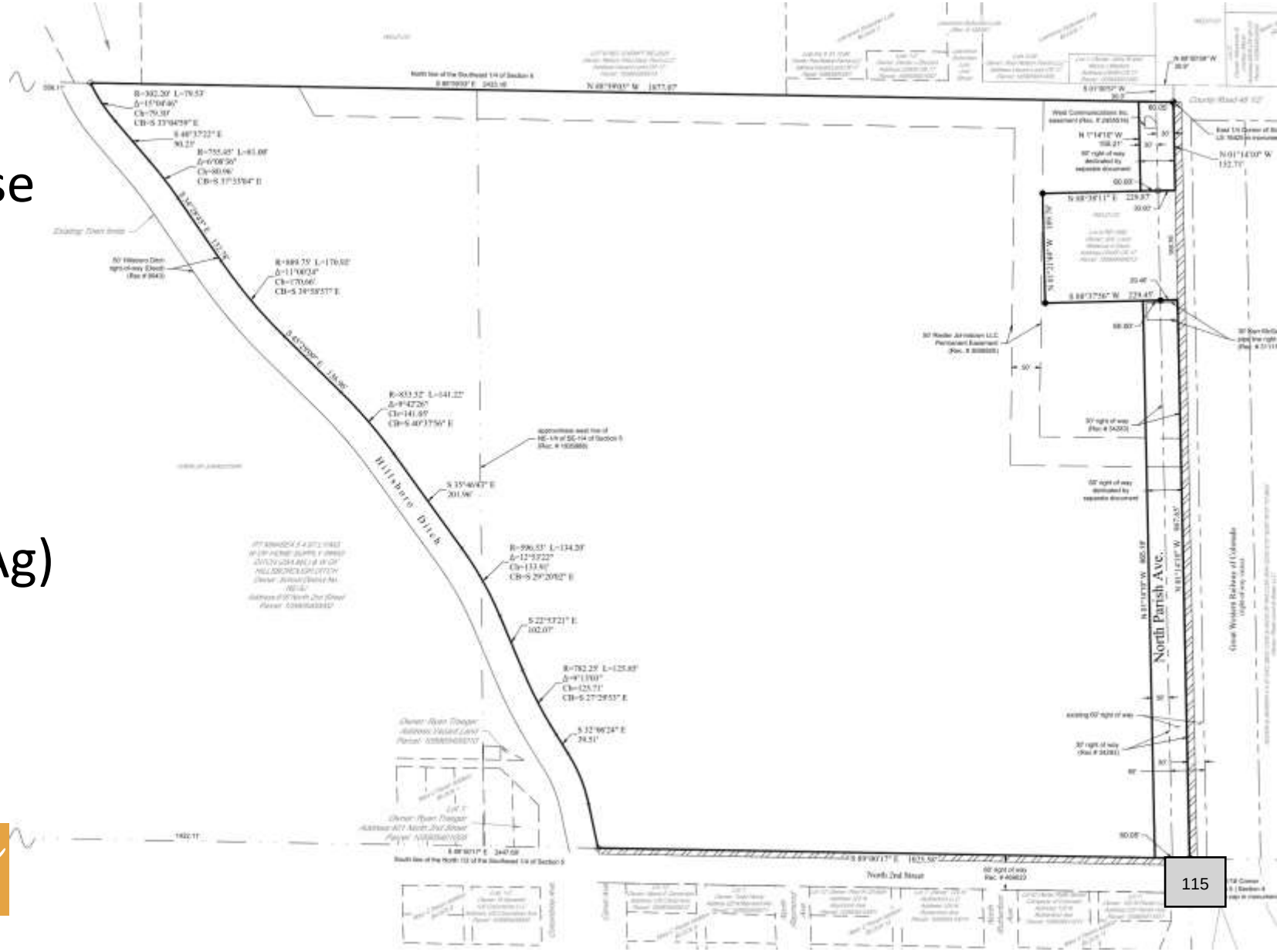
VICINITY MAP

- West of Parish Ave, North of 2nd St.
- Approx. 40.9 Acres
- Weld County – A – Agriculture
- Hillsborough Ditch on West

ZONING MAP

- H-A Proposed
- Will continue agriculture use

- South – SF-1 Single Family
- West – SF-1 (Roosevelt HS)
- North – Weld County “A” (Ag)
- East – H-A undeveloped ag



November 15, 2022

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:10 pm by Debi Sauer. Trustees Chad Young, Jenna Hall, Sheryl Ballard and Director Kristi Plumb were also in attendance. Corina Strickland was absent.

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

October beginning balance	$ 204,602.62	Petty Cash beginning balance	$ 907.84
Inflow	94,862.10		-0-
Outflow	132,374.31		-0-
Ending balance	$ 167,090.41		$ 907.84

CO Trust: $ 6,296,632.92

Director's Report:

Artist-in-Residence: Johnstown Historical Society-100 years of Schools.

Building: 10x12 storage shed was delivered and installed on October 27th. Dave Plumb built shelves using material salvaged from Fransen Pittman projects. Front door glass has been installed; only one piece of storefront metal is missing. Kristi met with FP Tyler Kaul and Robbie Pike of Environmental Landworks Company on October 21st to discuss 2023 landscaping plans. We will be working directly with ELC on this project.

Staff: Delka Babiuch moved to full time on November 14th. Danara Lowery-current CSU Intern will be joining our Staff in January 2023. She will be working in the Makerspace part time. Debi will be discussing Health Insurance and Retirement options with the Town.

Outreach: Vaccination clinic was successful! 47 Christmas Caring applications have been received and ornaments will be placed on the tree November 18th.

Updates: 34 Flags were given to the VFW. 25 pairs of glasses were picked up by the Lions. 300.1 pounds of food were donated to the Milliken Food Pantry. Staff is working diligently to provide LOTS of holiday programming!

Coming Up: Milliken Festival of Lights-December 2nd-Staff will be riding in a decorated wagon and handing out candy canes and glow sticks. Santa and Mrs. Claus (Ken and Karen Poncelow) will be at the library after the parade. Letters to Santa will be accepted November 28th – December 17th and for the first time, volunteers will be recruited to help with this program. Holiday Food Drive will focus on the suggested 'bonus items'. Holiday Gathering will be December 17th at the Budweiser Event Center-dinner from 5-6 with the Eagles game starting at 7pm!

Meeting adjourned at 8:20 pm. Next meeting will be January 17, 2023.

October statistics: Johnstown—door count: 7674 circulation—7518
Milliken—door count: 623 circulation—374

Respectfully submitted, Sheryl Ballard, secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - NOV 2022			Y-T-D	2022 BUDGET		Notes
BEGINNING CHECKING BALANCE		*$ 167,090.41*	$ -	**$ 20,000.00**	To Date	
INFLOWS	Donations/Grants	$ -	$ 173.24	**$ 3,500.00**		
	Interest	$ 16.15	$ 83,754.65	**$ 5,000.00**		
	Misc Income	$ 9.70	$ 2,251.97	**$ 7,500.00**		
	Investments	*$ -*	*$ 100,000.00*	**$ -**		
	Town of Johnstown	$ 94,816.12	$ 1,303,310.11	**$ 1,140,000.00**		
	High Plains Library District	$ -	$ 486,563.66	**$ 488,959.00**		
	Transfer from Reserve Account	$ -	$ -	**$ -**		
INFLOWS TOTAL		*$ 94,841.97*	$ 1,956,192.52	**$ -**		
TOTAL AVAILABLE FUNDS		**$ 261,932.38**		***$ 1,664,959.00***		
OUTFLOWS	Advertising	$ 1,508.00	$ 19,028.61	**$ 22,000.00**		
	Audio/DVD -2	$ 93.98	$ 6,322.30	**$ 15,000.00**	201	
	Books - 265	$ 3,242.75	$ 28,468.58	**$ 50,000.00**	2074	
	Collection Fees/Bad Debts	$ -	$ -	**$ 2,000.00**		
	Computer Expenses	$ -	$ 256.73	**$ 5,000.00**		
	Equipment & Furniture	$ -	$ 19,080.98	**$ 60,000.00**		Maker Space
	Gifts Given	$ -	$ 996.47	**$ 2,500.00**		
	Insurance, Bldg. Contents	$ -	$ -	**$ 5,000.00**		
	Investments	$ 100,000.00	$ 1,250,000.00	**$ 192,959.00**		
	Legal Fees/Consulting Fees	$ -	$ -	**$ 10,000.00**		
	Maintenance	$ 9,145.93	$ 46,833.09	**$ 60,000.00**		
	Memberships/Licenses	$ -	$ 209.00	**$ 2,500.00**		
	Milliken Location	$ -	$ 459.73	**$ 20,000.00**		
	Outreach	$ -	$ 324.46	**$ 10,000.00**		
	Professional Enrichment	$ 435.66	$ 1,758.04	**$ 5,000.00**		
	Programming	$ 2,925.66	$ 24,330.78	**$ 100,000.00**		LoT - $1910.92
	Salaries/Compensation	$ -	$ 293,817.86	**$ 500,000.00**		
	Health Ins./retirement	$ -	$ -	**$ 18,000.00**		
	Staff Bonuses/Perks	$ -	$ 1,750.10	**$ 12,000.00**		
	Workers' Comp	$ -	$ 276.92	**$ 3,000.00**		
	Subscriptions, Periodicals	$ -	$ 2,100.33	**$ 5,000.00**		
	Supplies, Janitorial	$ -	$ 722.11	**$ 3,000.00**		
	Supplies/Expenses, Library	$ 304.63	$ 5,292.79	**$ 12,000.00**		
	Telephone	$ 650.78	$ 4,572.27	**$ 10,000.00**		
	Utilities	$ 3,285.83	$ 32,815.28	**$ 40,000.00**		
	Capital Improvement	$ 78,000.00	$ 164,592.90	**$ 500,000.00**		
OUTFLOWS TOTAL		$ 199,593.22	$ 1,904,009.33	***$ 1,664,959.00***		
ENDING CHECKING BALANCE		$ 62,339.16				

						Notes
BEGINNING PETTY CASH BALANCE		$ 907.84				
	Programming	$ 300.00				
ENDING PETTY CASH BALANCE		$ 607.84				
	COLORADO TRUST INVESTMENT		Y-T-D			
BEGINNING BALANCE		$ 6,296,632.92				
	Dividend - 2.6205%	$ 19,861.11	$ 83,637.50			
	Contribution	$ 100,000.00				
	Withdrawal	$ -				
ENDING BALANCE		$ 6,416,494.03				