



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 15, 2024 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Swearing in of Police Chief
2. 2023 Financial Audit Presentation

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to five (5) 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.

3. July 1, 2024 Meeting Minutes
4. Ordinance No. 2024-254: An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Water Treatment System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Water Fund Revenues; and Approving Other Matters in Connection with Financing
5. Resolution 2024-31: Appointing Members to the Planning & Zoning Commission
6. Resolution 2024-32 Finding Substantial Compliance For Initiating Annexation Proceedings And Setting A Public Hearing Date For The Archdiocese Annexation No. 4-5
7. Resolution 2024-33 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle-Income
8. June 2024 Financial Statements

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

NEW BUSINESS

- [9.](#) Contract Amendment To Existing MWH Constructors, Inc. Contract Awarding Work Authorization 3 Guaranteed Maximum Price (GMP) For Water Treatment Plant Construction
- [10.](#) Contract Amendment to Existing Burns & McDonnell Engineering Company, Inc Contract for Work Authorization 3 Engineering Construction Services on the Water Treatment Plant Project

PUBLIC HEARING

- [11.](#) Resolution No. 2024-28: Consideration of East Ledge Rock Center Subdivision Filing No. 2 - Replat A
- [12.](#) Ordinance No. 2024-255 An Ordinance Adding Section 7-43 to Article II of Chapter 7 of the Municipal Code Prohibiting Open Burning on First Reading

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

- [13.](#) Informational Items

EXECUTIVE SESSION

14. An Executive Session to Discuss Matters Subject to Negotiations and to Instruct Negotiators Pursuant to C.R.S. Section 24-6-402(4)(e) Regarding an Economic Development Project

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.

De conformidad con la Ley de Discapacitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.

TOWN OF JOHNSTOWN, COLORADO

BASIC FINANCIAL STATEMENTS

December 31, 2023

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FINANCIAL SECTION



JOHN CUTLER & ASSOCIATES

Honorable Mayor and Members of the Town Council
Town of Johnstown
Johnstown, Colorado

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Johnstown (the "Town") as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Johnstown as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows, thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Johnstown, and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements

In performing an audit in accordance with GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures of the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required budgetary and pension information on pages 33-37 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The combining and individual fund financial schedules and State Compliance information as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The combining and individual fund financial schedules and State Compliance have been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules and State Compliance are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

John Luttrell & Associates, LLC

July 10, 2024

Management's Discussion and Analysis

This section of the annual financial report offers readers of the Town of Johnstown a discussion and analysis of the Town's financial performance during the year ended December 31, 2023. We encourage readers to consider the information presented here in conjunction with additional information furnished in the Town's financial statements, which immediately follow this section.

Financial Highlights

- Assets and deferred outflow of resources for the Town exceeded liabilities and deferred inflow of resources by \$445 million, an increase of \$79.31 million, or 22 percent.
- As of December 31, 2023, net position for governmental activities was \$180.9 million, down \$12.7 million or -6.5 percent from December 31, 2022. Business type activities reported a net position of \$264 million, up \$92 million or 53.4 percent in the same time frame.
- General revenues account for \$45,348,736 or 42 percent of all revenues. The Town had \$62,208,078 in program specific revenues in the form of charges for services, operating grants and contributions, and capital contributions.
- The Town had \$18,732,409 in expenses related to governmental activities, of which \$13,989,586 were offset by program specific charges for services and operating grants, contributions. Taxes of \$34,293,965 and other general revenues of \$6,303,823 as shown on the statement of activities, offset the costs.
- The Town had water, sewer, and drainage charges for service income totaling \$11,533,825. Grants and capital contributions revenues for these funds totaled \$36,684,667. The cost of providing water, sewer, and drainage services totaled \$9,513,895.
- The Town's unassigned fund balance for the General Fund is \$60,660,258, the committed fund balance is \$250,000, and the restricted fund balance is \$1,525,000. The committed fund balance is intended to fund the operation of the Recreation Center. The unassigned portion of the Town's fund balance is available to meet the Town's reserve requirements and future spending at the Town's discretion.
- Outlays for capital assets were primarily related to infrastructure, land, and equipment, but also included water rights and buildings. See the Capital Assets Section of the Financial Statements for detail.
- The Town's governmental funds only outstanding debt are accrued compensated absences totaling \$357,858 at December 31, 2023.
- The Town's business-type funds includes outstanding debt of accrued compensated absences totaling \$69,980 at December 31, 2023. It also includes the debt of the bonds issued for a total of \$55,073,452 at December 31, 2023.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The basic statements are comprised of three components: 1) government-wide financial statements, 2) specific fund financial statements, and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances in a manner similar to a private-sector business.

There are two government-wide financial statements:

Statement of net position – This statement presents information on all the Town's assets, liabilities, deferred inflows and deferred outflows, with the difference between them being reported as net position. Over time, the increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

Statement of activities – This statement presents information showing how the Town of Johnstown's net position changed during 2023. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses reported in this statement for some items will result in cash flows in future periods (e.g., uncollected taxes and earned but unused personal time).

The government-wide financial statements reflect three distinct activities:

Governmental Activities – These activities are primarily supported by taxes and intergovernmental revenues. The Governmental Activities of the Town of Johnstown include general government, public safety (police), public works, community development, cemetery, and parks and recreation.

Business-type Activities - These activities are supported by user fees and service charges which are intended to recover all of their costs. The Business-type Activities of the Town of Johnstown include Water, Wastewater, and Drainage. Governmental activities and business-type activities combined comprise the primary government.

Component Units – The Town currently does not have any organizations that are legally separate and are reported separately from the primary government.

Governmental activities and business-type activities combine to comprise the primary government. The government wide financial statements begin on page 1 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Some funds are required to be established by State law and bond covenants; however, the Town Board establishes other funds to help control and manage money for particular purposes. All of the Town's funds can be divided into three categories: Governmental Funds, Proprietary Funds and Fiduciary Funds.



Governmental Funds – *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *short-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's short-term financing requirements. The accounting method used is *modified accrual* accounting.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental activities in the *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's short-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and other major funds. The minor funds are combined in the *Other Governmental Funds* into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Governmental fund financial statements begin on page 3 of this report.

Proprietary Funds – The Town of Johnstown maintains one type of proprietary fund. *Enterprise Funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses an enterprise fund to account for its Water, Wastewater, and Drainage Funds. These funds are considered major funds of the Town of Johnstown.

Proprietary fund statements begin on page 6 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the Town and fund financial statements. The notes can be found on pages 9 to 32 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain other supplementary information. This includes the required supplemental data required for non-major fund information and budgetary comparison schedules. The budgetary comparisons are included on pages 33 to 45 of this report.

Financial Analysis of the Town as a Whole

As noted previously, net position may serve over time as a useful indicator of the Town's financial position. For the year ending December 31, 2023, the Town's combined assets exceeded liabilities and deferred inflows of resources by \$445,181,509.

TOWN OF JOHNSTOWN, COLORADO
CONDENSED STATEMENT OF NET POSITION
2023/2022

	Governmental Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
Assets						
Current Assets	154,315,653	137,476,555	65,666,126	95,316,826	219,981,779	232,793,381
Capital Assets - Net	57,999,840	67,156,303	171,239,509	232,358,128	229,239,349	299,514,431
Total Assets	212,315,493	204,632,858	236,905,635	327,674,954	449,221,128	532,307,812
Deferred Outflow of Resources						
Related to Pensions	355,166	724,694	-	-	355,166	724,694
Liabilities						
Current Liabilities	7,844,568	5,816,486	8,370,234	8,261,856	16,214,802	14,078,342
Long-Term Liabilities	211,904	357,858	56,271,280	55,143,432	56,483,184	55,501,290
Total Liabilities	8,056,472	6,174,344	64,641,514	63,405,288	72,697,986	69,579,632
Deferred Inflows of Resources						
Related to Pensions	454,267	65,149			454,267	65,149
Deferred Revenues	1,515,320	558,404			1,515,320	558,404
Deferred Property Tax Revenue	9,037,722	17,647,812			9,037,722	17,647,812
Net Position						
Net Investment in Capital Assets	57,999,840	67,156,303	171,239,509	232,358,127	229,239,352	299,514,430
Restricted	1,378,000	1,525,000			1,378,000	1,525,000
Unrestricted	134,229,038	112,230,540	1,024,612	31,911,539	135,253,650	144,142,079
Total Net Position at December 31	193,606,878	180,911,843	172,264,121	264,269,666	365,870,999	445,181,509
Total Increase in Net Position						79,310,510
Percent Increase in Net Position						21.68%

A portion of the Town of Johnstown's net position (67.28%) reflects its investment in capital assets (e.g., land, buildings, etc.), less any related debt still outstanding (current and long-term), that was used to acquire those assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of net position (.34%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position (\$144,142,07) is unrestricted and may be used to meet the Town's ongoing obligations to citizens and creditors.

The Town reports positive balances in all three categories of net position, for the government as a whole, as well as for its separate Governmental and Business-type Activities.



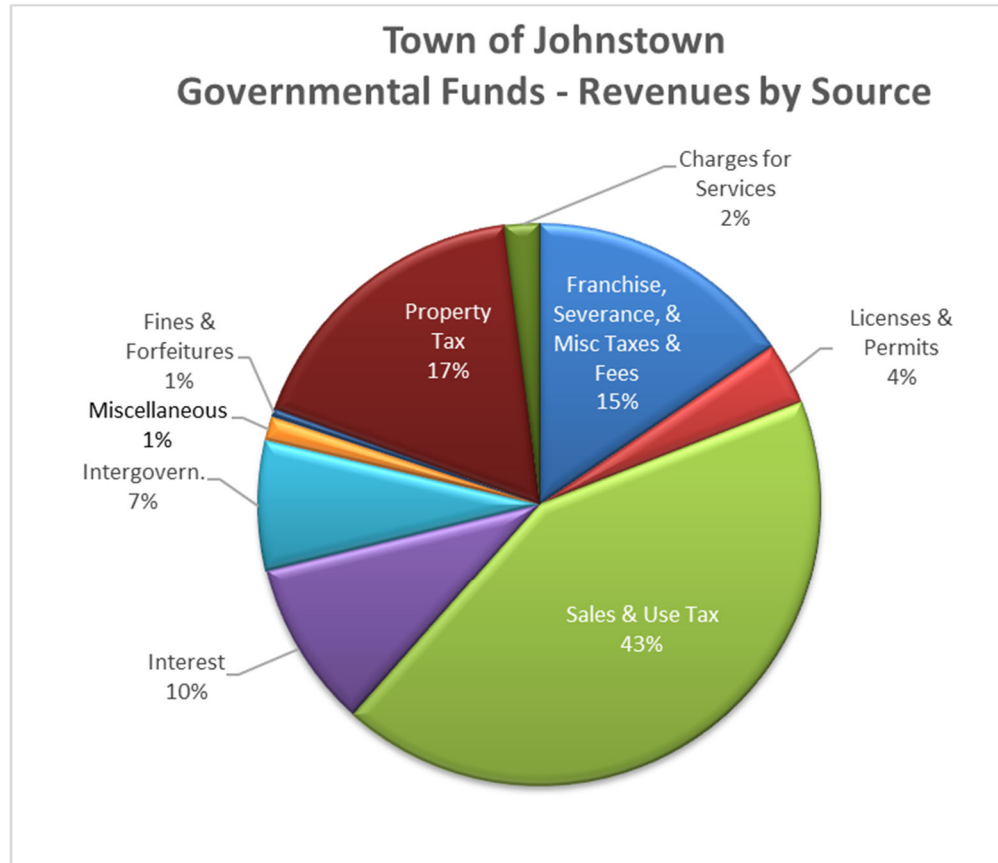
TOWN OF JOHNSTOWN, COLORADO
CONDENSED STATEMENT OF ACTIVITIES
2023/2022

Revenues	Governmental Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
Program Revenues						
Charges for Services	11,485,168	9,917,976	10,755,537	11,533,825	22,240,705	21,451,801
Operating Grants and Contributions	2,515,468	1,905,986			2,515,468	1,905,986
Capital Grants and Contributions	1,851,653	2,165,624	43,937,901	36,684,667	45,789,554	38,850,291
General Revenues						
Property Taxes	8,754,412	9,544,634			8,754,412	9,544,634
Sales and Use Taxes	21,780,377	23,192,073			21,780,377	23,192,073
Franchise Taxes	695,140	643,539			695,140	643,539
Other Taxes	(816,763)	913,719			-816,763	913,719
Interest	754,395	5,257,688	1,210,593	4,750,948	1,964,988	10,008,636
Other Revenues	2,656,251	1,046,135			2,656,251	1,046,135
Loss on Disposal of Assets					0	0
Total Revenues	49,676,101	54,587,374	55,904,031	52,969,440	105,580,132	107,556,814
Expenses						
General Government	1,799,419	3,089,890			1,799,419	3,089,890
Public Safety	3,901,872	3,669,342			3,901,872	3,669,342
Public Works	19,262,188	9,473,458			19,262,188	9,473,458
Health and Welfare					0	0
Culture and Recreation	(6,670,911)	2,499,719			-6,670,911	2,499,719
Water			4,317,357	4,544,672	4,317,357	4,544,672
Sewer			1,669,379	2,641,616	1,669,379	2,641,616
Drainage			323,290	374,457	323,290	374,457
Interest on Long-Term Debt			1,953,150	1,953,150	1,953,150	1,953,150
Total Expenses	18,292,568	18,732,409	8,263,176	9,513,895	26,555,744	28,246,304
Excess (deficiency) before transfers						
Transfers	-	(48,550,000)		48,550,000	\$ -	\$ -
Prior Period Adjustment	-	-	21,201,375		21,201,375	0
Change in Net Position	31,383,533	(12,695,035)	47,640,855	92,005,545	79,024,388	79,310,510
NET POSITION, Beginning	162,223,345	193,606,878	103,421,891	172,264,121	265,645,236	365,870,999
NET POSITION, Ending	<u>193,606,878</u>	<u>180,911,843</u>	<u>172,264,121</u>	<u>264,269,666</u>	<u>365,870,999</u>	<u>445,181,509</u>

Financial Analysis of the Town's Funds

Governmental Activities. The focus of the Town of Johnstown's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements.

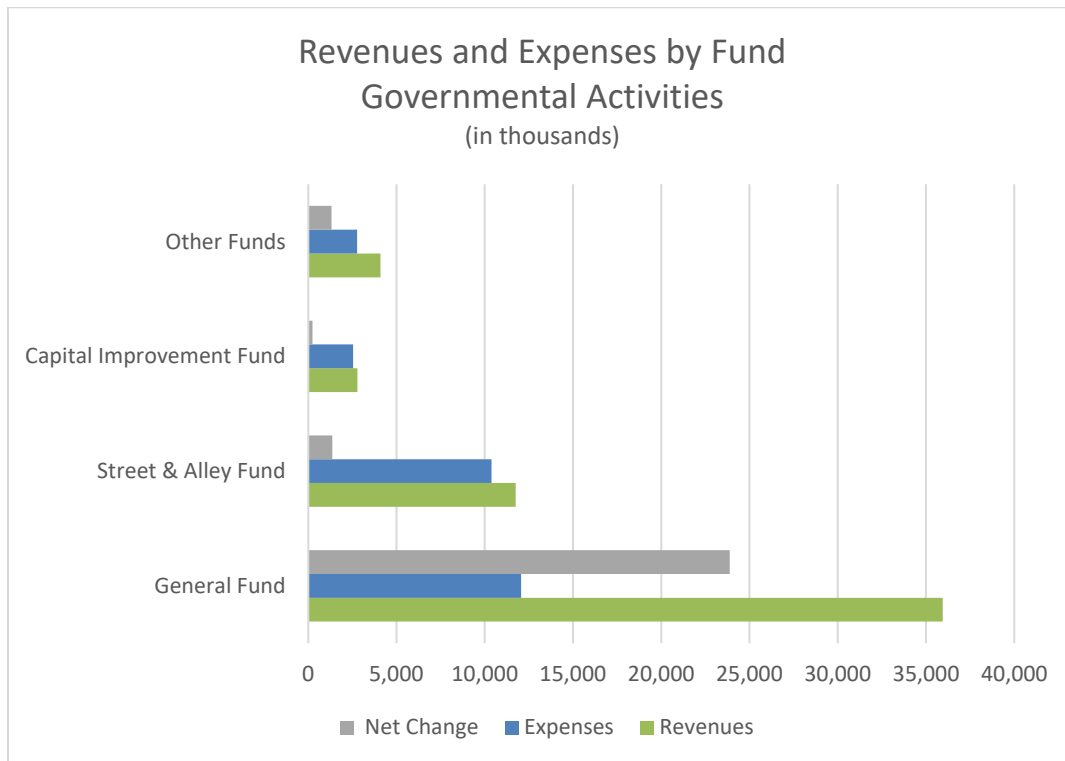
As of the end of the current fiscal year, the Town's governmental funds reported a combined ending fund balance of \$113,563,531, a decrease of \$21,730,131. Overall revenue increased \$4,911,273 million or 9.9%. Areas of substantial revenue increase included taxes and fees \$1,112,860 and interest \$4,503,293. The General Fund revenue increases are primarily the result of an economy that continued to grow and the resulting sales tax collections and interest rates.



Expenditures for the governmental funds for the current year decreased \$422,402 or -1.5%. Expenses for the General Fund capital outlay increased \$2,130,783 while the expenditures for public works decreased \$3,484,605. In 2023, the Street and Alley Fund recognized expenditures of \$10,384,511 in road and paving projects and the Capital Improvement Fund recognized capital expenditures of \$2,547,394 for the I-25 interchange project and the wayfinding project.

The statement of net position reports a combined net position for governmental activities of \$180,911,843, a decrease of \$12,695,035. The decrease is primarily attributed to a decrease in cash.

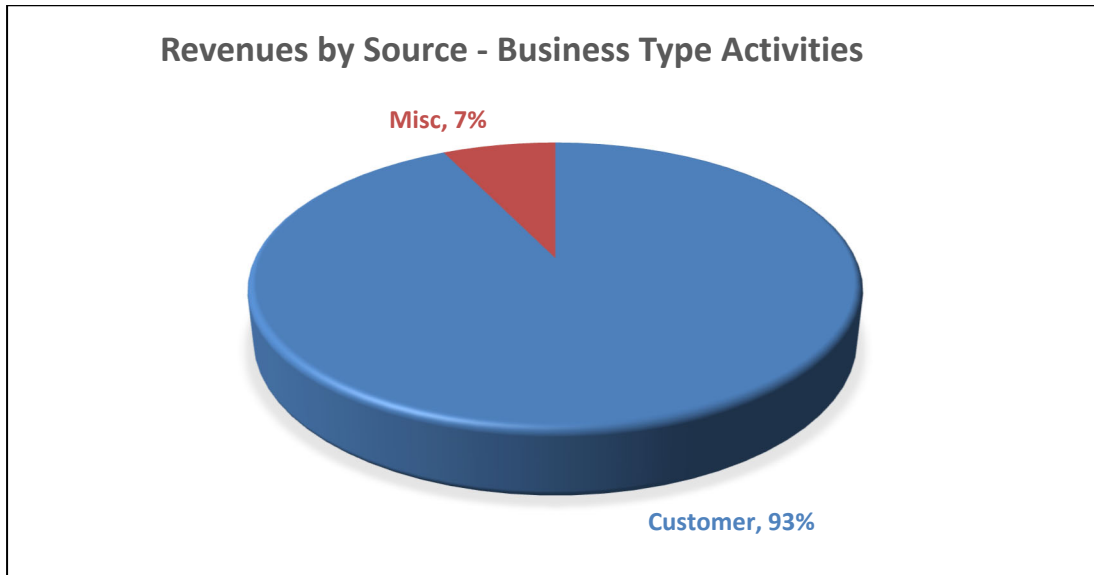
The graph below provides the program revenue and expenses (excluding transfers) for each governmental activity as well as providing net change.



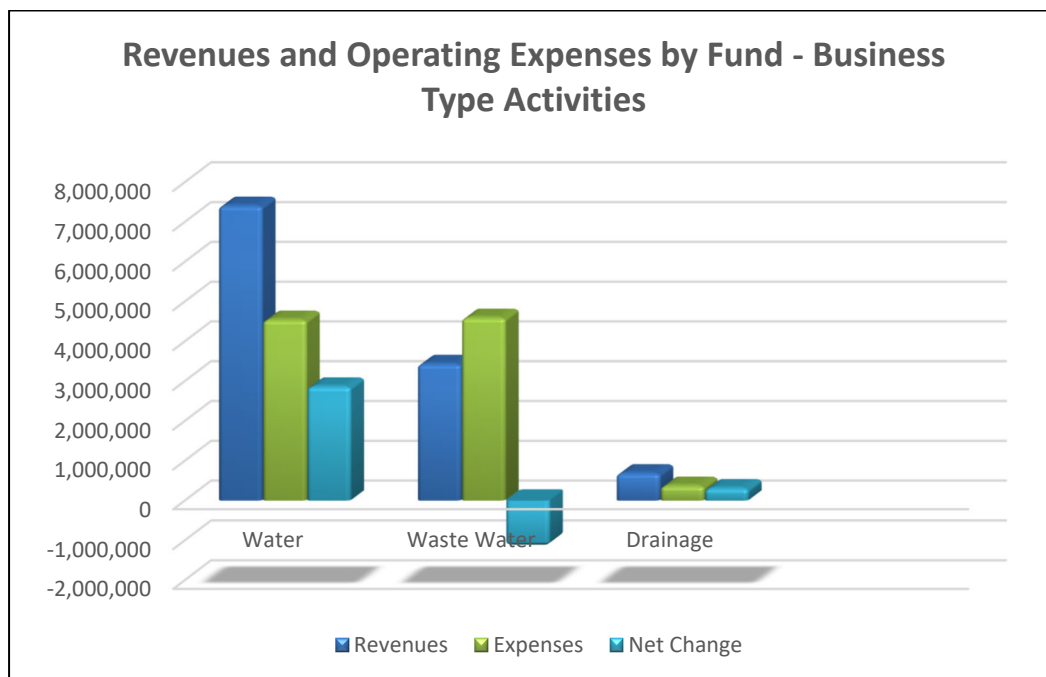
Business-type Activities. Net position of business-type activities increased by \$92,005,545 million primarily due to an increase in cash and capital assets in all business type funds. The Water Fund increased \$34,804,647, the Wastewater Fund increased \$56,970,347 and the Drainage Fund increased \$230,551. This net position is dedicated solely to finance the continuing operations of the water, wastewater, and drainage operations.

Revenues for the Town's business-type activities, were \$11,533,825, a 7.2 percent increase compared to the previous year. The increase in revenues is largely attributed to an increase in volume of water sales. Charges for services for business-type activities increased \$519,256, and miscellaneous operating revenues increased \$259,131. Total operating revenues increased \$778,288. Operating expenses increased \$1,250,719 across all funds. Water operation costs increased \$227,314 in 2023 primarily due to increases in materials costs and the costs associated with the GAC system. Wastewater operations increased \$972,237 due to increased utility and chemical costs as well as increased depreciation costs. Drainage Fund operating expenses increased \$51,167 primarily due to depreciation costs.

As you can see from the following graph, the primary source of revenue for business-type activities is customer charges.



The following graph provides program revenue and expenses (excluding transfers and capital contributions) for each of the Business-Type activities operated by the Town.



General Fund Budgetary Highlights

The General Fund is the chief operating fund of the Town. It accounts for all of the general services provided by the Town. In 2023, total fund balance decreased \$27,251,162. The reduction is due to a grant to the Wastewater Fund. The unassigned fund balance of the General Fund at the end of 2023, totaled \$660,258 while the total fund balance totaled \$83,461,541. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to General Fund expenditures. For 2023, unassigned fund balance represents approximately 5.02 times the total General Fund Expenditures, while total fund balance represents 5.17 times that same amount. While the General Fund has a healthy fund balance, the Town has a number of very large capital projects that are currently in the design and/or construction phase, which will decrease the fund balance significantly in 2024 and 2025. Preliminary estimates of the design and construction projects will move the unassigned fund balance from 5.02 times to 1 times the total General Fund Expenditures by 2025.

The Town budgeted for General Fund expenditures of \$12,852,839 for the year ended December 31, 2023 and actual expenditures were \$12,062,322. Expenditures were \$790,517 less than budgeted as a result of a budget amendment to include the purchase of land. Revenues, excluding transfers, for 2023 were budgeted at \$22,354,234 and actual revenues were \$35,949,928. Revenues from sales taxes, use taxes, permitting for new construction, and grants were much stronger than anticipated.

Capital Assets and Debt Administration

Capital Assets

By the end of 2023, the Town had invested \$299,514,430 net of accumulated depreciation, in a broad range of capital assets, including land, buildings, site improvements, infrastructure, vehicles and other equipment. This amount represents a net increase of \$70,275,081 or 30.7 percent increase from last year. Additional information on the Town's capital assets can be found in Note 4 of the financial statements. Total accumulated depreciation was \$12,228,514 in the governmental activities and \$12,577,236 in the business-type activities. There have been no significant changes in the condition level of the capital assets of the Town.

Long-Term Debt

The Town's governmental funds have accrued compensated absences totaling \$357,858 at December 31, 2023.

The Town's business-type funds have long term debt totaling \$55,143,432 consisting of Bonds, Series 2021, with premium totaling \$55,073,452, and accrued compensated absences of \$69,980 at December 31, 2023.

Additional information on the Town's long-term debt can be found in Note 5 on page 22 of this report.

X

Fiduciary Fund Activities

Cemetery Perpetual Fund

The fund received \$17,522 in lot sales and investment revenues and recognized no expenditures. The fund balance at December 31, 2023, is \$186,210.

Economic Factors and Next Year's Budgets and Rates

The annual budget ensures the efficient and effective uses of Town funds, as well as highlights the priority objectives. Direction for the upcoming year is established by the Council when the budget is adopted, funds are appropriated and resources are allocated.

The following factors were taken into account when adopting the budget for 2024:

- The Town has forecast most revenues as relatively steady from 2023 through 2024. Revenues from property taxes are expected to increase 2024 due to a reassessment year. Revenues from sales taxes are projected to increase as a result of consistent residential and commercial growth. Building permit revenues are expected to increase as there are several new areas of Town in the planning stages of development.
- The Town has conservatively forecast new growth and the mill levy for property tax revenues has been set at 22.147.
- Expenditures in the General Fund are expected to be \$20,296,170. Capital projects planned for 2024 include the Downtown Masterplan, construction of the Police Department building expansion, new vehicles for the Police Department, and an addition of an engineering department.
- The Town's business-type activities are expected to have revenues that increase in 2024. A water and sewer rate study was completed by a third-party contractor. New rates were approved, with annual increases, by Council to begin in 2024. This will provide assurance for stable funding for both operations and capital projects.

Contacting the Town's Financial Management

This financial report is designed to provide the Town's citizens, taxpayers, investors, and creditors with a general overview of the Town's finances and to demonstrate the Town's accountability for the money it receives. If you have questions about this report or need additional financial information, contact:

Town of Johnstown Finance Department
450 S. Parish
Johnstown, Colorado 80534
(970) 587-4664



BASIC FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

As of December 31, 2023

	GOVERNMENTAL	BUSINESS TYPE	TOTALS	
	ACTIVITIES	ACTIVITIES	2023	2022
ASSETS				
Cash and Investments	\$ 112,265,563	\$ 94,649,429	\$ 206,914,992	\$ 202,771,494
Restricted Cash and Investments	2,623,544	-	2,623,544	2,603,482
Receivables				
Property Taxes	17,647,812	-	17,647,812	9,037,722
Sales and Other	4,678,438	-	4,678,438	3,953,442
Accounts	-	659,504	659,504	928,229
Prepaid Items	261,198	7,893	269,091	63,029
Net Pension Asset	-	-	-	624,381
Capital Assets, Not Depreciated	19,185,344	197,009,111	216,194,455	142,655,007
Capital Assets, Depreciated				
Net of Accumulated Depreciation	47,970,959	35,349,016	83,319,975	86,584,342
TOTAL ASSETS	<u>204,632,858</u>	<u>327,674,953</u>	<u>532,307,811</u>	<u>449,221,128</u>
DEFERRED OUTFLOWS OF RESOURCES				
Related to Pensions	<u>724,694</u>	<u>-</u>	<u>724,694</u>	<u>355,166</u>
LIABILITIES				
Accounts Payable	1,917,295	7,913,913	9,831,208	10,929,897
Accrued Salaries and Benefits	390,018	56,138	446,156	693,823
Lease Payable	-	37,454	37,454	71,334
Accrued Interest	-	162,763	162,763	162,763
Developer Escrow	3,399,495	-	3,399,495	4,267,398
Deposits	-	91,587	91,587	89,587
Due within One Year				
Accrued Compensated Absences	357,858	69,980	427,838	267,644
Bonds, Loans and Leases	-	855,000	855,000	810,000
Due in More Than One Year				
Net Pension Liability	109,678		109,678	
Bonds, Loans and Leases		54,218,452	54,218,452	55,405,540
TOTAL LIABILITIES	<u>6,174,344</u>	<u>63,405,287</u>	<u>69,579,631</u>	<u>72,697,986</u>
DEFERRED INFLOWS OF RESOURCES				
Related to Pensions	65,149	-	65,149	454,267
Deferred Revenues	558,404	-	558,404	1,515,320
Deferred Property Tax Revenue	17,647,812	-	17,647,812	9,037,722
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>18,271,365</u>	<u>-</u>	<u>18,271,365</u>	<u>11,007,309</u>
NET POSITION				
Net Investment in Capital Assets	67,156,303	232,358,127	299,514,430	229,239,349
Restricted for Emergencies	1,525,000	-	1,525,000	1,378,000
Unrestricted	112,230,540	31,911,539	144,142,079	135,253,650
TOTAL NET POSITION	<u>\$ 180,911,843</u>	<u>\$ 264,269,666</u>	<u>\$ 445,181,509</u>	<u>\$ 365,870,999</u>

The accompanying notes are an integral part of the financial statements.

STATEMENT OF ACTIVITIES
Year Ended December 31, 2023

FUNCTIONS/PROGRAMS	EXPENSES	PROGRAM REVENUES		
		CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	CAPITAL GRANTS AND CONTRIBUTIONS
PRIMARY GOVERNMENT				
Governmental Activities				
General Government	\$ 3,089,890	\$ 3,253,277	\$ 89,843	\$ 475,832
Public Safety	3,669,342	892,458	-	-
Public Works	9,473,458	3,816,052	-	1,563,053
Culture and Recreation	2,499,719	1,956,189	1,816,143	126,739
Total Governmental Activities	18,732,409	9,917,976	1,905,986	2,165,624
Business-Type Activities				
Water	4,544,672	7,411,895	-	31,365,023
Wastewater	2,641,616	3,433,362	-	5,319,644
Drainage	374,457	688,568	-	-
Interest on Long Term Debt	1,953,150	-	-	-
Total Business-Type Activities	9,513,895	11,533,825	-	36,684,667
Total Primary Government	\$ 28,246,304	\$ 21,451,801	\$ 1,905,986	\$ 38,850,291

GENERAL REVENUES

Sales Taxes

Property Taxes

Franchise Taxes

Other Taxes

Interest

Other

TRANSFERS

TOTAL GENERAL REVENUES
AND TRANSFERS

CHANGE IN NET POSITION

Prior Period Adjustment

NET POSITION, Beginning

NET POSITION, Ending

The accompanying notes are an integral part of the financial statements.

NET (EXPENSE) REVENUE AND
CHANGE IN NET POSITION

GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTALS	
		2023	2022
\$ 729,062	\$ -	\$ 729,062	\$ 2,850,732
(2,776,884)	-	(2,776,884)	(2,945,144)
(4,094,353)	-	(4,094,353)	(13,920,281)
1,399,352	-	1,399,352	11,574,414
(4,742,823)	-	(4,742,823)	(2,440,279)
-	34,232,246	34,232,246	37,252,026
-	6,111,390	6,111,390	10,141,970
-	314,111	314,111	989,416
	(1,953,150)	(1,953,150)	(1,953,150)
-	38,704,597	38,704,597	46,430,262
(4,742,823)	38,704,597	33,961,774	43,989,983
23,192,073	-	23,192,073	21,780,377
9,544,634	-	9,544,634	8,754,412
643,539	-	643,539	695,140
913,719	-	913,719	(816,763)
5,257,688	4,750,948	10,008,636	1,964,988
1,046,135	-	1,046,135	2,656,251
(48,550,000)	48,550,000	-	-
(7,952,212)	53,300,948	45,348,736	35,034,405
(12,695,035)	92,005,545	79,310,510	79,024,388
-	-	-	21,201,375
193,606,878	172,264,121	365,870,999	265,645,236
<u>\$ 180,911,843</u>	<u>\$ 264,269,666</u>	<u>\$ 445,181,509</u>	<u>\$ 365,870,999</u>

BALANCE SHEET
GOVERNMENTAL FUNDS
As of December 31, 2023

	GENERAL FUND	STREET AND ALLEY FUND	CAPITAL IMPROVEMENT FUND	OTHER GOVERNMENTAL FUNDS
ASSETS				
Cash and Investments	\$ 59,912,453	\$ 21,632,951	\$ 11,704,882	\$ 19,015,277
Restricted Cash and Investments	2,359,475	-	-	264,069
Taxes Receivable	17,647,812	-	-	-
Accounts Receivable	3,500,310	821,615	130,221	226,292
Prepaid Items	41,491	1,973	216,747	987
TOTAL ASSETS	<u>\$ 83,461,541</u>	<u>\$ 22,456,539</u>	<u>\$ 12,051,850</u>	<u>\$ 19,506,625</u>
LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY				
LIABILITIES				
Accounts Payable	\$ 412,757	\$ 1,257,624	\$ 156,573	\$ 90,341
Accrued Liabilities	158,297	17,998	113,456	100,267
Developer Escrows and Deposits	2,207,522	496,765	695,208	-
TOTAL LIABILITIES	<u>2,778,576</u>	<u>1,772,387</u>	<u>965,237</u>	<u>190,608</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred Grant Revenue	558,404	-	-	-
Deferred Property Tax Revenue	17,647,812	-	-	-
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>18,206,216</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND EQUITY				
Fund Balance				
Nonspendable	41,491	1,973	216,747	987
Restricted for Emergencies	1,525,000	-	-	-
Restricted for Culture and Recreation	-	-	-	10,610,421
Restricted for Parks & Recreation	-	-	-	8,518,399
Restricted for Capital Improvements	-	20,682,179	10,869,866	-
Restricted for Cemetery Maintenance	-	-	-	186,210
Committed for Recreation Center	250,000	-	-	-
Unassigned	60,660,258	-	-	-
TOTAL FUND EQUITY	<u>62,476,749</u>	<u>20,684,152</u>	<u>11,086,613</u>	<u>19,316,017</u>
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY	<u>\$ 83,461,541</u>	<u>\$ 22,456,539</u>	<u>\$ 12,051,850</u>	<u>\$ 19,506,625</u>

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.

Long-term liabilities and related assets are not due and payable in the current period and are not reported in the fund. These include Accrued Compensated Absences (\$357,858), Net Pension Liability (\$109,678), Deferred Outflows Related to Pensions \$724,694, and Deferred Inflows Related to Pensions of (\$65,149).

Net position of governmental activities

TOTAL GOVERNMENTAL FUNDS	
2023	2022
\$ 112,265,563	\$ 138,063,904
2,623,544	2,603,482
17,647,812	9,037,722
4,678,438	3,953,442
261,198	32,722
<u>\$ 137,476,555</u>	<u>\$ 153,691,272</u>
\$ 1,917,295	\$ 2,941,284
390,018	635,886
3,399,495	4,267,398
<u>5,706,808</u>	<u>7,844,568</u>
558,404	1,515,320
17,647,812	9,037,722
<u>18,206,216</u>	<u>10,553,042</u>
261,198	-
1,525,000	1,378,000
10,610,421	8,539,939
8,518,399	8,124,691
31,552,045	28,732,433
186,210	168,688
250,000	250,000
<u>60,660,258</u>	<u>88,099,911</u>
<u>113,563,531</u>	<u>135,293,662</u>
67,156,303	57,999,840
192,009	313,376
<u>\$ 180,911,843</u>	<u>\$ 193,606,878</u>

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended December 31, 2023

	GENERAL FUND	STREET AND ALLEY FUND	CAPITAL IMPROVEMENT FUND	OTHER GOVERNMENTAL FUNDS
REVENUES				
Taxes and Fees	\$ 28,740,048	\$ 8,711,787	\$ 1,845,970	\$ 1,889,222
Licenses and Permits	1,968,577	-	-	-
Intergovernmental	1,057,965	1,579,128	-	1,434,517
Charges for Services	-	1,018,947	-	66,967
Fines and Forfeitures	280,799	-	-	-
Interest Income	3,250,397	439,499	945,189	622,603
Miscellaneous	652,142	5,675	-	77,942
TOTAL REVENUES	<u>35,949,928</u>	<u>11,755,036</u>	<u>2,791,159</u>	<u>4,091,251</u>
EXPENDITURES				
General Government	2,747,956	-	-	-
Public Safety	4,283,764	-	-	-
Public Works	2,730,432	1,239,031	8,861	-
Culture and Recreation	698,114	-	-	1,788,084
Capital Outlay	1,602,056	9,145,480	2,538,533	985,194
TOTAL EXPENDITURES	<u>12,062,322</u>	<u>10,384,511</u>	<u>2,547,394</u>	<u>2,773,278</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>23,887,606</u>	<u>1,370,525</u>	<u>243,765</u>	<u>1,317,973</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	104,156	1,450,000	-	1,242,924
Transfers Out	<u>(51,242,924)</u>	<u>-</u>	<u>(25,958)</u>	<u>(78,198)</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(51,138,768)</u>	<u>1,450,000</u>	<u>(25,958)</u>	<u>1,164,726</u>
NET CHANGE IN FUND BALANCES	(27,251,162)	2,820,525	217,807	2,482,699
FUND BALANCES, Beginning	<u>89,727,911</u>	<u>17,863,627</u>	<u>10,868,806</u>	<u>16,833,318</u>
FUND BALANCES, Ending	<u>\$ 62,476,749</u>	<u>\$ 20,684,152</u>	<u>\$ 11,086,613</u>	<u>\$ 19,316,017</u>

The accompanying notes are an integral part of the financial statements.

TOTAL GOVERNMENTAL FUNDS	
2023	2022
\$ 41,187,027	\$ 40,074,167
1,968,577	2,582,811
4,071,610	4,367,121
1,085,914	1,031,920
280,799	243,213
5,257,688	754,395
735,759	622,474
<u>54,587,374</u>	<u>49,676,101</u>
2,747,956	2,534,277
4,283,764	4,115,595
3,978,324	7,462,929
2,486,198	1,936,626
<u>14,271,263</u>	<u>12,140,480</u>
<u>27,767,505</u>	<u>28,189,907</u>
<u>26,819,869</u>	<u>21,486,194</u>
2,797,080	3,072,095
<u>(51,347,080)</u>	<u>(3,072,095)</u>
<u>(48,550,000)</u>	<u>-</u>
(21,730,131)	21,486,194
<u>135,293,662</u>	<u>113,807,468</u>
<u>\$ 113,563,531</u>	<u>\$ 135,293,662</u>

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2023

Amounts Reported for Governmental Activities in the Statement of Activities
are Different Because:

Net Changes in Fund Balances - Total Governmental Funds	\$ (21,730,131)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay \$10,957,187, exceeded depreciation (\$1,800,724), in the current year.	9,156,463
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This includes the change in accrued compensated absences.	(145,954)
Deferred Charges related to pensions are not recognized in the governmental funds. However, for the government-wide funds that amount is capitalized and amortized.	24,587
Change in Net Position of Governmental Activities	\$ (12,695,035)

STATEMENT OF NET POSITION
 PROPRIETARY FUND TYPE
 As of December 31, 2023

	WATER FUND	WASTE WATER FUND	DRAINAGE FUND	TOTALS	
				2023	2022
ASSETS					
Current Assets					
Cash and Investments	\$ 23,450,653	\$ 66,814,600	\$ 4,384,176	\$ 94,649,429	\$ 64,707,590
Accounts Receivable, net	305,893	306,917	46,694	659,504	928,229
Prepaid Expenses	2,960	2,960	1,973	7,893	30,307
Total Current Assets	23,759,506	67,124,477	4,432,843	95,316,826	65,666,126
Noncurrent Assets					
Capital Assets, net of Accumulated Depreciation	152,343,644	78,690,741	1,323,742	232,358,127	171,239,509
TOTAL ASSETS	176,103,150	145,815,218	5,756,585	327,674,953	236,905,635
LIABILITIES					
Current Liabilities					
Accounts Payable	1,529,130	6,377,279	7,504	7,913,913	7,988,613
Accrued Expenses	24,836	27,090	4,212	56,138	57,937
Lease Payable	18,727	18,727	-	37,454	71,334
Accrued Interest	-	162,763	-	162,763	162,763
Total Current Liabilities	1,572,693	6,585,859	11,716	8,170,268	8,280,647
Noncurrent Liabilities					
Deposits	76,682	14,905	-	91,587	89,587
Accrued Compensated Absences	32,516	24,822	12,642	69,980	55,740
Due within One Year	-	855,000	-	855,000	810,000
Due in More Than One Year	-	54,218,452	-	54,218,452	55,405,540
Total Noncurrent Liabilities	109,198	55,113,179	12,642	55,235,019	56,360,867
TOTAL LIABILITIES	1,681,891	61,699,038	24,358	63,405,287	64,641,514
NET POSITION					
Net Investment in Capital Assets	152,343,644	78,690,741	1,323,742	232,358,127	171,239,509
Unrestricted	22,077,615	5,425,439	4,408,485	31,911,539	1,024,612
TOTAL NET POSITION	\$ 174,421,259	\$ 84,116,180	\$ 5,732,227	\$ 264,269,666	\$ 172,264,121

The accompanying notes are an integral part of the financial statements.

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
PROPRIETARY FUND TYPE
Year Ended December 31, 2023

	WATER FUND	WASTE WATER FUND	DRAINAGE FUND	TOTALS	
				2023	2022
OPERATING REVENUES					
Charges for Services	\$ 6,630,623	\$ 3,385,665	\$ 688,568	\$ 10,704,856	\$ 10,185,699
Miscellaneous	781,272	47,697	-	828,969	569,838
TOTAL OPERATING REVENUES	7,411,895	3,433,362	688,568	11,533,825	10,755,537
OPERATING EXPENSES					
Administration	243,555	226,678	134,106	604,339	581,279
Operations	3,748,759	1,785,217	198,675	5,732,651	4,966,073
Depreciation	552,358	629,721	41,676	1,223,755	762,674
TOTAL OPERATING EXPENSES	4,544,672	2,641,616	374,457	7,560,745	6,310,026
OPERATING INCOME	2,867,223	791,746	314,111	3,973,080	4,445,511
NON-OPERATING REVENUES (EXPENSES)					
Interest Income	1,172,401	3,412,107	166,440	4,750,948	1,210,593
Grant Income	-	2,564,500	-	2,564,500	4,387,299
Debt Service	-	(1,953,150)	-	(1,953,150)	(1,953,150)
TOTAL NON-OPERATING REVENUES (EXPENSES)	1,172,401	4,023,457	166,440	5,362,298	3,644,742
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFER	4,039,624	4,815,203	480,551	9,335,378	8,090,253
Capital Contributions	31,365,023	2,755,144	-	34,120,167	39,550,602
Transfers In	-	49,400,000	-	49,400,000	-
Transfers Out	(600,000)	-	(250,000)	(850,000)	-
NET INCOME	34,804,647	56,970,347	230,551	92,005,545	47,640,855
NET POSITION, Beginning as Previously Reported	139,616,612	27,145,833	5,501,676	172,264,121	103,421,891
Prior Period Adjustment	-	-	-	-	21,201,375
NET POSITION, Beginning, as restated	139,616,612	27,145,833	5,501,676	172,264,121	124,623,266
NET POSITION, Ending	\$ 174,421,259	\$ 84,116,180	\$ 5,732,227	\$ 264,269,666	\$ 172,264,121

The accompanying notes are an integral part of the financial statements.

STATEMENT OF CASH FLOWS
 PROPRIETARY FUND TYPE
 Year Ended December 31, 2023
 Increase (Decrease) in Cash and Cash Equivalents

	WATER FUND	WASTE WATER FUND	DRAINAGE FUND	TOTALS	
				2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers	\$ 7,526,763	\$ 3,387,911	\$ 887,876	\$ 11,802,550	\$ 8,789,463
Cash Paid to Suppliers	(4,479,119)	(1,539,508)	(358,208)	(6,376,835)	(4,278,089)
Net Cash Provided by Operating Activities	<u>3,047,644</u>	<u>1,848,403</u>	<u>529,668</u>	<u>5,425,715</u>	<u>4,511,374</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Purchase of Property and Equipment	(29,550,328)	(32,752,737)	(39,308)	(62,342,373)	(70,663,946)
Capital Contributions	31,365,023	2,755,144	-	34,120,167	39,550,602
Proceeds from Capital Grants	-	2,564,500	-	2,564,500	4,387,299
Payments of Debt	(16,940)	(1,159,028)	-	(1,175,968)	(365,312)
Interest Payments	-	(1,953,150)	-	(1,953,150)	(1,953,150)
Deposits from Customers	2,000	-	-	2,000	13,312
Payments from Other Funds	(600,000)	49,400,000	(250,000)	48,550,000	-
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>1,199,755</u>	<u>18,854,729</u>	<u>(289,308)</u>	<u>19,765,176</u>	<u>(29,031,195)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest Received	<u>1,172,401</u>	<u>3,412,107</u>	<u>166,440</u>	<u>4,750,948</u>	<u>1,210,593</u>
Net Cash Provided by Investing Activities	<u>1,172,401</u>	<u>3,412,107</u>	<u>166,440</u>	<u>4,750,948</u>	<u>1,210,593</u>
Net Increase in Cash and Cash Equivalents	5,419,800	24,115,239	406,800	29,941,839	(23,309,228)
CASH AND INVESTMENTS, Beginning	<u>18,030,853</u>	<u>42,699,361</u>	<u>3,977,376</u>	<u>64,707,590</u>	<u>88,016,818</u>
CASH AND INVESTMENTS, Ending	<u>\$ 23,450,653</u>	<u>\$ 66,814,600</u>	<u>\$ 4,384,176</u>	<u>\$ 94,649,429</u>	<u>\$ 64,707,590</u>
OPERATING ACTIVITIES					
Operating Income	\$ 2,867,223	\$ 791,746	\$ 314,111	\$ 3,973,080	\$ 4,445,511
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities					
Depreciation and Amortization	552,358	629,721	41,676	1,223,755	762,674
Changes in Assets and Liabilities					
Accounts Receivable	114,868	(45,451)	199,308	268,725	(56,067)
Grants Receivable	-	-	-	-	-
Prepaid Expenses	10,358	12,084	(28)	22,414	(19,878)
Accounts Payable	(503,879)	453,887	(24,708)	(74,700)	1,249,487
Accrued Expenses	23	1,019	(2,841)	(1,799)	30,140
Deferred Revenues	-	-	-	-	(1,910,007)
Accrued Compensated Absences	6,693	5,397	2,150	14,240	9,514
Due within One Year	-	45,000	-	45,000	-
Total Adjustments	<u>180,421</u>	<u>1,056,657</u>	<u>215,557</u>	<u>1,452,635</u>	<u>65,863</u>
Net Cash Provided by Operating Activities	<u>\$ 3,047,644</u>	<u>\$ 1,848,403</u>	<u>\$ 529,668</u>	<u>\$ 5,425,715</u>	<u>\$ 4,511,374</u>

The accompanying notes are an integral part of the financial statements.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Johnstown, Colorado, is a Colorado Home Rule Town and was organized on March 21, 1907. The Town is administered by an elected Mayor and Town Council.

The Town provides the following services to the residents and businesses: public safety, highways and streets, sanitation, water, culture and recreation, public improvements, planning and zoning, judicial, and general administrative services.

The accounting policies of the Town of Johnstown, Colorado (the “Town”) conform to generally accepted accounting principles as applicable to governments. Following is a summary of the more significant policies.

Reporting Entity

In accordance with governmental accounting standards, the Town of Johnstown has considered the possibility of inclusion of additional entities in its basic financial statements.

The definition of the reporting entity is based primarily on financial accountability. The Town is financially accountable for organizations that make up its legal entity. It is also financially accountable for legally separate organizations if Town officials appoint a voting majority of the organization’s governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the Town. The Town may also be financially accountable for governmental organizations that are fiscally dependent upon it.

Based on the application of these criteria, the Town does not include additional organizations in its reporting entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segments are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-Wide and Fund Financial Statements (Continued)

Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current *financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Property taxes, specific ownership taxes, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's practice to use restricted resources first, then unrestricted resources as they are needed.

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

The *Street and Alley Fund* is a special revenue fund that was established to account for all taxes and impact fee revenues specifically earmarked for street maintenance and improvements.

The *Use Tax Capital Improvement Fund* is a special revenue fund that was created to account for various maintenance and capital projects throughout the Town.

The Town reports the following major proprietary funds:

The *Water Fund* accounts for user charges and expenses for operating, financing, and maintaining the Town's water system.

The *Wastewater Fund* accounts for user charges and expenses for operating, financing, and maintaining the Town's sanitary sewer system.

The *Drainage Fund* accounts for user charges and expenses for operating, financing, and maintaining the Town's drainage system.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Investments

Cash equivalents include investments with original maturities of three months or less.

Investments are recorded at fair value.

Capital Assets

Capital assets, which include property and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property and equipment of the Town is depreciated using the straight-line method over the following estimated useful lives:

Buildings and Improvements	10 - 50 years
Machinery and Equipment	3 - 30 years
Infrastructure	10 - 50 years

Compensated Absences

Employees of the Town are allowed to accumulate unused paid time off up to a max of 80 hours. Upon termination of employment from the Town, an employee will be compensated for all accrued paid time off at their current pay rate.

These compensated absences are recognized as current salary costs when earned in the proprietary fund types and when due in the governmental fund types. A liability has been recorded in the government-wide financial statements for the accrued compensated absences.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)**Long-Term Obligations**

In the government-wide financial statements, and proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums, discounts, and bond issuance costs are deferred and amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheets will sometimes report a separate section for deferred outflows or resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position and fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources expense/expenditure until then.

In addition to liabilities, the statement of financial position and balance sheets will sometimes report a separate section for deferred inflows or resources. This separate financial statement element, deferred inflow of resources, represents an acquisition of net position and fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Net Position

In the government-wide financial statements, net position is restricted when constraints placed on the net position are externally imposed.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable – This classification includes amounts that cannot be spent because they are either not in a spendable form (such as inventories and prepaid amounts) or are legally or contractually required to be maintained intact. As of December 31, 2023, the Town reported its prepaid items as nonspendable resources.
- Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The Town has classified Emergency Reserves as being restricted because their use is restricted by State Statute for declared emergencies. The Town has also classified the fund balances for Street and Alley, Capital Improvement, the Cemetery, and the Parks and Open Space Funds as restricted because their revenues are restricted by the municipal code or taxpayer initiative; the Library Fund is classified as restricted as the revenues are restricted through taxpayer initiatives and other governments, and the Conservation Trust Fund is classified as restricted because its revenues are restricted by State Statute.
- Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Town Council. These amounts cannot be used for any other purpose unless the Town Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The Town reports unspent balances appropriated by the Town Council for contingencies, equipment replacement, and the construction of a Town recreation center.
- Assigned – This classification includes amounts the government intends to use for specific purposes that do not meet the criteria to be classified as restricted or committed.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balance Classification (Continued)

- Unassigned – This classification includes the residual fund balance for the General Fund. The Unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of Assigned fund balance amounts.

The Town would typically use Restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned.

Property Taxes

Property taxes are levied on November 1 and attach as an enforceable lien on property on January 1. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's office collects property taxes and remits to the Town on a monthly basis.

Since property tax revenues are collected in arrears during the succeeding year, a receivable and corresponding deferred revenue are recorded at December 31. As the tax is collected in the succeeding year, the deferred revenue is recognized as revenue and the receivable is reduced.

Comparative Data

Comparative total data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the Town's financial position and operations. However, complete comparative data in accordance with generally accepted accounting principles has not been presented since its inclusion would make the financial statements unduly complex and difficult to read. Data in these columns do not present financial position or results of operations in conformity with generally accepted accounting principles. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgets and Budgetary Accounting

The Town follows these procedures in establishing the budgetary data reflected in the financial statements:

- In October, the Town staff submits to the Town Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally enacted through passage of a resolution.
- The Town Administration is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the Town Council.
- Budgets are legally adopted for all funds of the Town. Budgets for the General, Special Revenue, and Private Purpose Trust Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The Budgetary comparison presented for the enterprise funds are presented on a non-GAAP budgetary basis. Capital outlay and debt payments are budgeted as expenditures.
- Budgeted amounts in the financial statements are as originally adopted or as amended by the Town Council. All appropriations lapse at year end. Colorado governments may not exceed budgeted appropriations at the fund level.

NOTE 3: DEPOSITS AND INVESTMENTS

A summary of deposits and investments as of December 31, 2023, follows:

Petty Cash	\$ 995
Cash Deposits	10,655,444
Investments	<u>198,882,097</u>
Total	<u>\$209,538,536</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

The above amounts are classified in the statement of net position as follows:

Governmental Activities - Unrestricted	\$ 112,265,563
Governmental Activities – Restricted	2,623,544
Business-type Activities- Unrestricted	<u>94,649,429</u>
Total	<u>\$209,538,536</u>

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. At December 31, 2023, State regulatory commissioners have indicated that all financial institutions holding deposits for the Town are eligible public depositories. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits.

The Town has implemented a policy regarding custodial credit risk for deposits.

At December 31, 2023, the Town had deposits with financial institutions with a carrying amount of \$10,655,444. The bank balances with the financial institutions were \$13,107,357. Of these balances, \$250,000 was covered by federal depository insurance and \$12,857,357 was covered by collateral held by authorized escrow agents in the financial institutions name (PDPA).

Investments

As of December 31, 2023, the Town had the following investments and maturities:

<u>Type of Investment</u>	<u>Fair Value</u>	<u>Maturities (in Years)</u>	
		<u>0 – 1 Years</u>	<u>1 – 5 Years</u>
U.S. Government Securities	\$ 17,751,494	\$ 15,588,633	\$ 2,162,861
U.S. Government Agencies	20,997,394	19,907,528	1,089,866
Money Market Funds	13,062	13,062	-
Local Government Investment Pools	<u>160,120,147</u>	<u>160,120,147</u>	<u>-</u>
Total	<u>\$ 198,882,097</u>	<u>\$ 195,629,370</u>	<u>\$ 3,252,727</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Interest Rate Risk

The Town has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

Colorado statutes specify in which instruments the units of local government may invest which includes:

- Obligations of the United States and certain U.S. government agency securities
- General obligation and revenue bonds of U.S. local government entities
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

The above investments are authorized for all funds and fund types used by Colorado municipalities. The Town's securities at December 31, 2023, are rated AA+ by Standard and Poor's and Aaa by Moody's Investors Services for its U.S. Government Agencies and Securities. The Town's Corporate Bonds ratings range from A1 by Moody's Investors.

Investment Pools

The Town had invested \$77,877,874 in the Colorado Surplus Asset Fund Trust (CSAFE), an investment vehicle established for local government entities in Colorado pursuant to Title 24, Article 75, Part 7 of the Colorado Revised Statutes, to pool surplus funds for investment purposes. The State Securities Commissioner administers and enforces the requirements of creating and operating the Pools. CSAFE reports its underlying investments at amortized cost and is considered a qualifying external investment pool under GASB Statement 79. CSAFE operates similar to money market funds where each share is equal in value to \$1.00. The fair value of the position in the pools is the same as the value of the pooled shares.

CSAFE is rated AAAM by Standard and Poor's. The designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities are owned by the pools and held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by the pools. Investments of the pools comply with state statutes, consisting of U.S. Treasury bills, notes and note strips, repurchase agreements, U.S. Instrumentalities, Commercial Paper, Bank Deposits and Money Market Funds. CSAFE does not have any limitations or restrictions on participant withdrawals.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Investment Pools (Continued)

The Town had invested \$82,242,273 in the Colorado Government Liquid Asset Trust (ColoTrust) which has a credit rating of AAAm by Standard and Poor's. ColoTrust is an investment vehicle established for local government entities in Colorado to pool surplus funds and is regulated by the State Securities Commissioner. It operates similarly to a money market fund and each share is equal in value to \$1.00. Investments consist of U.S. Treasury and U.S. Agency securities, and repurchase agreements collateralized by U.S. Treasury and U.S. Agency securities. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by the entities.

ColoTrust is not a 2a7-like external investment pool. The unit of account is each share held, and the value of the position would be the fair value of the pool's share price multiplied by the number of shares held. The government-investor does not "look through" the pool to report a pro rata share of the pool's investments, receivables, and payables.

The Town invested \$13,062 in a Money Market Mutual Fund. The Fund invests only in government securities as defined under the Investment Company Act of 1940 (the "1940 Act"), as amended. The Fund intends to be a government money market fund as defined under Rule 2a-7 under the 1940 Act. The fair value of investments in the fund is based on the published net asset values per share of those funds and is maintained at a stable net asset value of \$1.00 per share. The fund values its securities using amortized cost.

Fair Value

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant observable inputs.

At December 31, 2023, the Town held investments in U.S. Government Securities and U.S. Government Agencies in the amount of \$17,751,494 and \$20,997,394, respectively, with maturity dates of less than one and five years. Given the low risk of this type of investment, the Town has not established a policy limiting the amount of investments in this type of security and deems it unnecessary at this time. These investments are valued with Level 1 inputs.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Restricted Cash and Investments

Cash and Investment in the amount of \$2,359,475 are restricted in the General Fund for developer and escrow deposits and funds in the amount of \$264,069 are restricted in the Conservation Trust Fund for parks and recreation.

NOTE 4: CAPITAL ASSETS

Capital assets activity for the year ended December 31, 2023 is summarized below:

	Balances <u>12/31/2022</u>	<u>Additions</u>	<u>Deletions</u>	Balances <u>12/31/2023</u>
Governmental Activities				
Capital Assets, not depreciated				
Land	\$ 2,639,493	\$ 662,832	\$ -	\$ 3,302,325
Water Shares	962,500	-	-	962,500
Construction in Progress	<u>5,803,899</u>	<u>9,116,620</u>	<u>-</u>	<u>14,920,519</u>
Total Capital Assets, not depreciated	<u>9,405,892</u>	<u>9,779,452</u>	<u>-</u>	<u>19,185,344</u>
Capital Assets, depreciated				
Buildings	40,448,831	-	-	40,448,831
Improvements	3,579,104	127,324	-	3,706,428
Infrastructure	8,144,631	-	-	8,144,631
Equipment	<u>6,849,172</u>	<u>1,050,411</u>	<u>-</u>	<u>7,899,583</u>
Total Capital Assets, depreciated	<u>59,021,738</u>	<u>1,177,735</u>	<u>-</u>	<u>60,199,473</u>
Less Accumulated Depreciation				
Buildings	4,605,756	805,856	-	5,411,612
Improvements	1,102,123	89,925	-	1,192,048
Infrastructure	407,450	176,357	-	583,807
Equipment	<u>4,312,461</u>	<u>728,586</u>	<u>-</u>	<u>5,041,047</u>
Total Accumulated Depreciation	<u>10,427,790</u>	<u>1,800,724</u>	<u>-</u>	<u>12,228,514</u>
Total Capital Assets, depreciated, Net	<u>48,593,948</u>	<u>(622,989)</u>	<u>-</u>	<u>47,970,959</u>
Governmental Activities, Capital Assets, Net	<u>\$ 57,999,840</u>	<u>\$ 9,156,463</u>	<u>\$ -</u>	<u>\$ 67,156,303</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 4: CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions/programs of the Town as follows:

Governmental Activities

General Government	\$ 930,667
Public Safety	277,534
Public Works	369,351
Culture and Recreation	<u>223,172</u>
Total	<u>\$ 1,800,724</u>

	Balances (Restated)			Balances
	<u>12/31/2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>12/31/2023</u>
Business-Type Activities				
Capital Assets, not depreciated				
Land	\$ 252,365	\$ 180,962	\$ -	\$ 433,327
Water Rights	96,468,728	26,035,697	-	122,504,425
Lease Assets	71,333	-	33,878	37,455
Construction in Progress	<u>46,428,306</u>	<u>36,020,760</u>	<u>8,415,162</u>	<u>74,033,904</u>
Total Capital Assets, not depreciated	<u>143,220,732</u>	<u>62,237,419</u>	<u>8,449,040</u>	<u>197,009,111</u>
Capital Assets, depreciated				
Utility Systems	37,864,200	8,289,024	-	46,153,224
Equipment	<u>1,508,058</u>	<u>264,971</u>	<u>-</u>	<u>1,773,028</u>
Total Capital Assets, depreciated	<u>39,372,257</u>	<u>8,553,995</u>	<u>-</u>	<u>47,926,252</u>
Less: Accumulated Depreciation				
Utility Systems	10,897,637	1,100,583	-	11,998,220
Equipment	<u>455,843</u>	<u>123,173</u>	<u>-</u>	<u>579,016</u>
Total Accumulated Depreciation	<u>11,353,480</u>	<u>1,223,756</u>	<u>-</u>	<u>12,577,236</u>
Total Capital Assets, depreciated, Net	<u>28,018,777</u>	<u>7,330,239</u>	<u>-</u>	<u>35,349,016</u>
Business-Type Activities, Capital Assets, Net	<u>\$ 171,239,509</u>	<u>\$ 69,567,658</u>	<u>\$ 8,449,040</u>	<u>\$ 232,358,127</u>

Depreciation expense was charged to functions/programs of the Town as follows:

Business-type Activities

Water Fund	\$ 552,359
Wastewater Fund	629,721
Drainage Fund	<u>41,676</u>
Total	<u>\$ 1,223,756</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 4: CAPITAL ASSETS (Continued)

The Town has determined that it has received various capital contributions in the form of water rights through various agreements with developers over the years. The Town is unable to determine the quantity and fair value at the time the ownership was transferred to the Town, and therefore has not capitalized these water rights. The Town will be continuing its process of determining the acquisition value of additional water rights and shares owned during the year ended December 31, 2023.

NOTE 5: LONG-TERM DEBT

Governmental Activities

Following is a summary of long-term debt transactions for the governmental activities for the year ended December 31, 2023.

	Balance <u>12/31/2022</u>	<u>Additions</u>	<u>Payments</u>	Balance <u>12/31/2023</u>	Due In <u>One Year</u>
Accrued Compensated Absences	\$ 211,904	\$ 145,954	\$ -	\$ 357,858	\$ -

Accrued Compensated Absences are being paid from resources generated by the General Fund.

Business-Type Activities

Following is a summary of long-term debt transactions for the business-type activities for the year ended December 31, 2023.

	Balance <u>12/31/2022</u>	<u>Additions</u>	<u>Payments</u>	Balance <u>12/31/2023</u>	Due In <u>One Year</u>
Bonds, Series 2021	\$46,585,000	-	810,000	\$45,775,000	\$ 855,000
Premium	9,630,540	-	332,088	9,298,452	-
Accrued Compensated Absences	55,740	14,240	-	69,980	-
	<u>\$ 56,271,280</u>	<u>\$ 14,240</u>	<u>\$ 1,142,088</u>	<u>\$ 55,143,432</u>	<u>\$ 855,000</u>

Accrued Compensated Absences are being paid from resources generated by the Water, Wastewater, and Drainage Funds.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 5: LONG-TERM DEBT(Continued)**Future Debt Service Requirements**

Annual debt service requirements for the bonds at December 31, 2023, are as follows.

<u>Year Ended December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 855,000	\$ 1,912,650	\$ 2,767,650
2025	900,000	1,869,900	2,769,900
2026	940,000	1,824,900	2,764,900
2027	990,000	1,777,900	2,767,900
2028	1,040,000	1,728,400	2,768,400
2029-2033	6,020,000	7,821,150	13,841,150
2034-2038	7,395,000	6,437,800	13,832,800
2039-2043	9,005,000	4,835,000	13,840,000
2044-2048	10,950,000	2,884,400	13,834,400
2049-2051	<u>7,680,000</u>	<u>622,400</u>	<u>8,302,400</u>
Total Debt Service Requirements	<u>\$45,775,000</u>	<u>\$31,714,500</u>	<u>\$77,489,500</u>

NOTE 6: INTERFUND AMOUNTS

Interfund transfers for the year ended December 31, 2022, were comprised of the following:

<u>Transfers To Other Funds</u>	<u>Transfers From Other Funds</u>	<u>Amount</u>
Wastewater Fund	General Fund	\$ 49,400,000
Library Fund	General Fund	1,242,924
Street and Alley Fund	General Fund	600,000
Street and Alley Fund	Water Fund	600,000
Street and Alley Fund	Drainage Fund	250,000
General Fund	Capital Improvement Fund	25,958
General Fund	Library Fund	<u>78,198</u>
Total		<u>\$ 52,197,080</u>

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 6: INTERFUND AMOUNTS (Continued)

The General Fund funded the Library Fund \$1,242,924 for general operating support and will be reimbursed in 2024.

The Street and Alley Fund received an advance of \$600,000, \$600,000 and \$250,000 from General Fund, Water Fund, and Drainage Fund for the Charlotte St. Improvement project.

The General Fund received funds from the Capital Improvement Fund for use tax related to developer reimbursement agreements in the amount of \$25,958.

The General Fund received funds from the Library Fund of \$78,198 for the Arts and Culture and Historical portions of Impact Fees.

The \$49,400,000 transfer from the General Fund to the Wastewater Fund is a loan that was budgeted for 2023 for infrastructure expansion.

NOTE 7: TAX ABATEMENTS

WRFG Annexation Agreement

The Town entered into the WRFG Annexation Agreement, for the 2534 Development (the commercial properties along State Highway 34) under the Municipal Annexation Act, Part 1 of Article 12 of Title 31 of the Colorado Revised Statutes ("C.R.S"). In exchange for the real property annexed by the Town and for the purpose of paying for certain improvements needed to service the property, the Town has agreed to reimburse 1% of sales and use taxes to the owners of the 2534 Development. This agreement was entered into on December 14, 2000, with an expiration of 25 years from the date of the annexation. For the year ended December 31, 2023, the Town reimbursed sales taxes to the owners of the 2534 Development property in the amount of \$526,985.

NOTE 8: DEFINED BENEFIT PENSION PLAN

Statewide Defined Benefit Pension Plan

Summary of Significant Accounting Policies

Pensions. The Town contributes to the Statewide Defined Benefit Pension Plan ("SWDB Plan"), a cost-sharing multiple-employer defined benefit pension plan, which is administered by the FPPA. The net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the SWDB Plan have been determined using the economic resources measurement focus and the accrual basis of accounting.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

Summary of Significant Accounting Policies (Continued)

The SWDB Plan assets are included in the Fire & Police Members' Benefit Investment Fund and the Fire & Police Members' Self-Directed Investment Fund (for Deferred Retirement Option Plan (DROP) assets and Separate Retirement Account assets from eligible retired members).

General Information about the Plan

Plan description. The SWDB Plan provides retirement benefits for members and beneficiaries according to plan provisions as enacted and governed by FPPA's Pension Fund Board of Trustees. Colorado Revised Statutes ("CRS"), as amended, establishes basic benefit provisions under the SWDB Plan. FPPA issues an annual, publicly-available financial report that includes the assets of the SWDB Plan. That report may be obtained on FPPA's website at <http://www.fppaco.org>.

Benefits provided. A member is eligible for a normal retirement pension once the member has completed twenty-five years of credited service and has attained the age of 55. Effective January 1, 2022, a member may also qualify for a normal retirement pension if the member's combined years of service and age equals at least 80, with a minimum age of 50 (Rule of 80).

Effective January 1, 2007, members covered under Statewide Defined Benefit Social Security Component will receive half the benefit when compared to the Statewide Defined Benefit Plan. Benefit adjustments paid to retired members are evaluated annually and may be re-determined every October 1. The amount of any increase is based on the Board's discretion and can range from 0 to the higher of 3 percent or the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

A member is eligible for an early retirement after completion of 30 years of service or attainment of age 50 with at least five years of credited service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5 percent as interest, returned as a lump sum distribution.

Alternatively, a member with at least five years of accredited service may leave contributions with the Plan and remain eligible for a retirement pension at age 55 equal to 2 percent of the member's average highest three years' pensionable earnings for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023**NOTE 8: DEFINED BENEFIT PENSION PLANS** (Continued)**Statewide Defined Benefit Pension Plan** (Continued)**General Information about the Plan** (Continued)

Contributions. The SWDB Plan sets contribution rates at a level that enables all benefits to be fully funded at the retirement date of all members. Contribution rates for the SWDB Plan are set by state statute. Employer contribution rates can only be amended by state statute. Member contribution rates can be amended by state statute or election of the membership. Effective January 1, 2023, contribution rates for employers and members may be increased equally by the FPPA Board of Directors upon approval through an election by both the employers and members.

In 2014, the members elected to increase the member contribution rate to the SWDB plan beginning in 2015. Member contribution rates will increase 0.5 percent annually through 2023 to a total of 12 percent of pensionable earnings. Employer contributions are 8 percent in 2022 and 2023. Employer contributions will increase 0.5 percent annually beginning in 2023 through 2030 to a total of 13 percent of pensionable earnings. In 2022, members of the SWDB plan and their employers are contributing at the rate of 12 percent and 9 percent, respectively, of pensionable earnings for a total contribution rate of 21 percent.

Contributions from members and employers of departments reentering the system are established by resolution and approved by the FPPA Board of Directors. The member and employer contribution rates will increase through 2030 as described above for the non-reentering departments. Effective January 1, 2021, reentry departments may submit a resolution to the FPPA Board of Directors to reflect the actual cost of reentry by department. Each reentry department is responsible to remit contributions to the plan in accordance with their most recent FPPA Board of Directors approved resolution.

The contribution rate for members and employers of affiliated social security employers is 6.0 percent and 4.5 percent, respectively, of pensionable earnings for a total contribution rate of 10.5 percent in 2021. Per the 2014 member election, members of the affiliate social security group had their required contribution rate increase 0.25 percent annually beginning in 2015 through 2022 to a total of 6 percent of pensionable earnings. Employer contributions will increase 0.25 percent annually beginning in 2021 through 2030 to a total of 6.5 percent of pensionable earnings.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2023, the District reported a liability in the amount of \$109,678 for its proportionate share of the net pension asset. The net pension asset was measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of January 1, 2023. Standard update procedures were used to roll forward the total pension liability to December 31, 2023. The District's proportion of the net pension asset was based on the District's contributions to the SWDB Plan for the calendar year 2022 relative to the total contributions of participating employers to the SWDB Plan.

At December 31, 2021 the City's proportion was 0.12357%, which was an increase of 0.00835% from its proportion measured as of December 31, 2021.

For the year ended December 31, 2023 the District recognized a pension expense of \$73,984. At December 31, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$237,414	\$13,462
Net difference between projected and actual earnings on pension plan investments	\$248,197	N/A
Changes in proportion and differences between contributions recognized and proportionate share of contributions	N/A	\$51,687
Change in assumptions and other inputs	\$140,512	N/A
Contributions subsequent to the measurement date	\$98,571	N/A
Total	\$724,694	\$65,149

\$98,571 reported as deferred outflows of resources related to pensions, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year December 31, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and
Deferred Inflows of Resources Related to Pensions** (Continued)

Year ended December 31	
2023	\$51,870
2024	\$98,748
2025	\$141,852
2026	\$198,608
2027	\$36,417
Thereafter	\$33,479

Actuarial assumptions. The actuarial valuations for the SWBP were used to determine the total pension liability and actuarially determined contributions for the fiscal year ending December 31, 2023. The valuations used the following actuarial assumptions and other inputs:

Total Pension Liability:

Actuarial Valuation Date	January 1, 2023
Actuarial Method	Entry Age Normal
Amortization Method	N/A
Amortization Period	N/A
Long-term investment Rate of Return*	7.00 percent
Projected salary increases*	4.25 – 11.25 percent
Cost of Living Adjustments (COLA)	0.00 percent
*Includes Inflation at 2.5%	

Actuarially Determined Contributions:

Actuarial Valuation Date	January 1, 2022
Actuarial Method	Entry Age Normal
Amortization Method	Level % of Payroll, Open
Amortization Period	30 Years
Long-term investment Rate of Return*	7.0 percent
Projected salary increases*	4.25-11.25 percent
Cost of Living Adjustments (COLA)	0.00 percent

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

For determining the total pension liability and actuarially determined contributions, the post-retirement mortality tables for non-disabled retirees uses the Pub-2010 Safety Healthy Annuitant Mortality Tables projected to projected with the ultimate values of the MP-2020 projection scale. The pre-retirement off-duty mortality tables are adjusted to 60% of the MP-2020 mortality tables for active employees. The on-duty mortality rate is 0.00015.

At least every five years, the Fire & Police Pension Association's Board of Directors, in accordance with best practices, reviews its economic and demographic actuarial assumptions. At its July 2022 meeting, the Board of Directors reviewed and approved recommended changes to the actuarial assumptions.

The recommendations were made by the FPPA's actuaries, Gabriel, Roeder, Smith & Co., based upon their analysis of past experience and expectations of the future. The assumption changes were effective for actuarial valuations beginning January 1, 2023. The actuarial assumptions impact actuarial factors for benefit purposes such as purchases of service credit and other benefits where actuarial factors are used.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation (assumed at 2.5 percent).

Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	35.00%	8.93%
Equity Long/Short	6.00%	7.47%
Private Markets	34.00%	10.31%
Fixed Income - Rates	10.00%	5.45%
Fixed Income - Credit	5.00%	6.90%
Absolute Return	9.00%	6.49%
Cash	1.00%	3.92%
Total	100.00%	

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 8: DEFINED BENEFIT PENSION PLANS (Continued)

Statewide Defined Benefit Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Continued)

The discount rate used to measure the total pension liability was 7.00 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SWDB plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount rate. Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.00 percent; the municipal bond rate is 4.05 percent (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.00 percent.

Sensitivity of the Town's proportionate share of the net pension liability to changes in the discount rate. Regarding the sensitivity of the net pension liability/(asset) to changes in the Single Discount Rate, the following presents the plan's net pension liability/(asset), calculated using a Single Discount Rate of 7.00 percent, as well as what the plan's net pension liability/(asset) would be if it were calculated using a Single Discount Rate that is one percent lower or one percent higher:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Proportionate share of the net pension liability (asset)	\$756,103	\$109,678	(\$425,772)

Pension plan fiduciary net position. Detailed information about the SWDB Plan's fiduciary net position is available in FPPA's comprehensive annual financial report which can be obtained at <http://www.fppaco.org>.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 9: OTHER RETIREMENT COMMITMENTS

Deferred Compensation Plan

An updated Retirement Plan policy was established in 2022 for the deferred compensation plans. The 401a plan requires all full-time employees to contribute 3% and the town contributes 6%.

All full-time employees are eligible to participate in a voluntary 457 Deferred Comp Plan. Full-time employees are eligible to participate in the plan upon hire and are immediately vested. Eligible employees will receive a match into their 401a plan for the first 6% they contribute to the 457 plan. The total maximum amount the Town will contribute to the 401a plan is 12%; 6% based on mandatory 401a participation and up to 6% in matching funds based on the employee's election to the 457b plan. Full-time Library employees will receive 4.2% from the Library regardless of the amount they contribute.

The Town contributed \$201,817, and \$475,394, and \$582,161 to the plans for the years ended December 31, 2021, 2022, and 2023 respectively, equal to the required contributions.

NOTE 10: RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Town carries commercial insurance to cover these risks. The Town has not had any claims that exceeded insurable amounts for the last three years.

NOTE 11: COMMITMENTS AND CONTINGENCIES

Facility Management Agreement

In April 2018, the Town entered into a Facility Management Agreement with the YMCA of Boulder Valley. Per the agreement, the YMCA has agreed to manage and operate the Recreation Facility owed by the Town. The YMCA will use Facility Revenues to cover normal and routine operating costs of the Facility and the Town has agreed to provide an operating subsidy in an amount not to exceed \$500,000 annually, to cover any shortfall from operations.

This agreement is effective through December 31, 2031, and unless one party gives written notice to the other, the Agreement shall automatically renew for additional ten-year terms. During the year ended December 31, 2023, the Town paid an operating subsidy to the YMCA the amount of \$458,333, equal to the amount required per the terms of this agreement.

NOTES TO FINANCIAL STATEMENTS
December 31, 2023**NOTE 11: COMMITMENTS AND CONTINGENCIES** (Continued)**Tabor Amendment**

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local government. On November 5, 2000, voters within the Town approved the collection, retention and expenditure the full amount of the town taxes, grants and all other revenue collected from all sources including property taxes, received in 2012 and each subsequent year, without regard to any revenue or expenditure limitations including those contained in Article X, Section 20 of the Colorado constitution or any other law.

The Town has established an emergency reserve, representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2023, the emergency reserve of \$1,525,000 was recorded in the General Fund.

NOTE 12: SUBSEQUENT EVENTS

Potential subsequent events were considered through July 10, 2024. It was determined that the following event requires disclosure:

The Town is pursuing a water bond issuance of \$72 million at 4.35% interest in August 2024 that will be repaid over 30 years, for the purpose of building a new water treatment plant.

REQUIRED SUPPLEMENTARY INFORMATION

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			VARIANCE Positive (Negative)	2022 ACTUAL
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL		
REVENUES					
Taxes and Fees	\$ 19,417,534	\$ 19,417,534	\$ 28,740,048	\$ 9,322,514	\$ 27,448,150
Licenses and Permits	1,957,100	1,957,100	1,968,577	11,477	2,582,811
Intergovernmental	35,000	35,000	1,057,965	1,022,965	2,495,231
Charges for Services	-	-	-	-	-
Fines and Forfeitures	175,500	175,500	280,799	105,299	243,213
Interest Income	15,000	15,000	3,250,397	3,235,397	359,913
Miscellaneous	754,100	754,100	652,142	(101,958)	604,617
TOTAL REVENUES	22,354,234	22,354,234	35,949,928	13,595,694	33,733,935
EXPENDITURES					
General Government	5,279,879	5,068,879	2,747,956	2,320,923	2,534,277
Public Safety	4,949,110	4,949,110	4,283,764	665,346	4,115,595
Public Works	736,350	736,350	2,730,432	(1,994,082)	2,349,027
Culture and Recreation	500,000	711,000	698,114	12,886	525,000
Capital Outlay	912,500	1,387,500	1,602,056	(214,556)	1,977,207
TOTAL EXPENDITURES	12,377,839	12,852,839	12,062,322	790,517	11,501,106
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	9,976,395	9,501,395	23,887,606	14,386,211	22,232,829
OTHER FINANCING SOURCES (USES)					
Transfers In	-	211,000	104,156	(106,844)	613,266
Transfers Out	(51,945,508)	(52,156,508)	(51,242,924)	913,584	(3,072,095)
TOTAL OTHER FINANCING SOURCES (USES)	(51,945,508)	(51,945,508)	(51,138,768)	806,740	(2,458,829)
NET CHANGE IN FUND BALANCE	(41,969,113)	(42,444,113)	(27,251,162)	15,192,951	19,774,000
FUND BALANCES, Beginning	83,537,563	83,537,563	89,727,911	6,190,348	69,953,911
FUND BALANCE, Ending	\$ 41,568,450	\$ 41,093,450	\$ 62,476,749	\$ 21,383,299	\$ 89,727,911

See the accompanying independent auditors' report.

STREET AND ALLEY FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2022 ACTUAL
REVENUES				
Taxes and Fees	\$ 6,405,405	\$ 8,711,787	\$ 2,306,382	\$ 9,438,854
Intergovernmental	-	1,579,128	1,579,128	777,009
Charges for Services	-	1,018,947	1,018,947	955,348
Interest Income	-	439,499	439,499	111,264
Miscellaneous	1,185,200	5,675	(1,179,525)	1,235
 TOTAL REVENUES	 7,590,605	 11,755,036	 4,164,431	 11,283,710
EXPENDITURES				
Public Works	3,698,790	1,239,031	2,459,759	5,106,102
Capital Outlay	7,848,000	9,145,480	(1,297,480)	3,445,786
 TOTAL EXPENDITURES	 11,546,790	 10,384,511	 1,162,279	 8,551,888
 EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	 (3,956,185)	 1,370,525	 5,326,710	 2,731,822
OTHER FINANCING USES				
Transfers In	1,450,000	1,450,000	-	-
 NET CHANGE IN FUND BALANCES	 (2,506,185)	 2,820,525	 5,326,710	 2,731,822
 FUND BALANCES, Beginning	 15,712,155	 17,863,627	 2,151,472	 15,131,805
 FUND BALANCES, Ending	 \$ 13,205,970	 \$ 20,684,152	 \$ 7,478,182	 \$ 17,863,627

See the accompanying independent auditors' report.

CAPITAL IMPROVEMENT FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			VARIANCE	
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	Positive (Negative)	2022 ACTUAL
REVENUES					
Taxes	\$ 300,000	\$ 300,000	\$ 1,845,970	\$ 1,545,970	\$ 1,334,609
Interest Income	2,200	2,200	945,189	942,989	125,291
TOTAL REVENUES	302,200	302,200	2,791,159	2,488,959	1,459,900
EXPENDITURES					
Public Works	11,500	11,500	8,861	2,639	7,800
Capital Outlay	2,500,000	2,531,000	2,538,533	(7,533)	5,107,537
TOTAL EXPENDITURES	2,511,500	2,542,500	2,547,394	(4,894)	5,115,337
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,209,300)	(2,240,300)	243,765	2,484,065	(3,655,437)
OTHER FINANCING USES					
Transfers Out	(50,000)	(50,000)	(25,958)	24,042	-
NET CHANGE IN FUND BALANCES	(2,259,300)	(2,290,300)	217,807	2,508,107	(3,655,437)
FUND BALANCES, Beginning	7,653,223	7,653,223	10,868,806	3,215,583	14,524,243
FUND BALANCES, Ending	\$ 5,393,923	\$ 5,362,923	\$ 11,086,613	\$ 5,723,690	\$ 10,868,806

See the accompanying independent auditors' report.

TOWN OF JOHNSTOWN, COLORADO

SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE
STATEWIDE DEFINED BENEFIT PLAN

Years Ended December 31,

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Town's proportionate share of the Net Pension Liability (Asset)	0.098%	0.095%	0.092%	0.098%	0.092%	0.095%	0.098%	0.105%	0.115%	0.124%
Town's proportionate share of the Net Pension Liability (Asset)	\$ (87,606)	\$ (107,336)	\$ (1,619)	\$ 35,231	\$ (132,637)	\$ 120,358	\$ (55,237)	\$ (228,187)	\$ (624,381)	\$ 109,678
Town's covered payroll	\$ 853,314	\$ 868,643	\$ 911,068	\$ 997,981	\$ 1,040,266	\$ 1,277,103	\$ 1,439,700	\$ 1,756,468	\$ 1,756,485	\$ 2,327,325
Town's proportionate share of the Net Pension Liability (Asset) as a percentage of its covered payroll	-10.3%	-12.4%	-0.2%	3.5%	-12.8%	9.4%	-3.8%	-13.0%	-35.5%	4.7%
Plan fiduciary net position as a percentage of the total pension liability	106.8%	105.8%	100.1%	98.2%	106.3%	95.2%	101.9%	106.7%	116.2%	97.6%

Notes:

This schedule is reported as of December 31, as that is the plan year end.

See the accompanying independent auditors' report.

TOWN OF JOHNSTOWN, COLORADO

SCHEDULE OF THE TOWN'S CONTRIBUTIONS
STATEWIDE DEFINED BENEFIT PLAN

Years Ended December 31,

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Statutorily required contributions	\$ 34,216	\$ 36,443	\$ 39,919	\$ 41,450	\$ 51,016	\$ 57,587	\$ 70,259	\$ 78,837	\$ 93,093	\$ 98,571
Contributions in relation to the Statutorily required contributions	<u>34,216</u>	<u>36,443</u>	<u>39,919</u>	<u>41,450</u>	<u>51,016</u>	<u>57,587</u>	<u>70,259</u>	<u>78,837</u>	<u>93,093</u>	<u>98,571</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Town's covered payroll	\$ 868,643	\$ 911,068	\$ 997,981	\$ 1,040,266	\$ 1,277,103	\$ 1,439,700	\$ 1,756,485	\$ 1,873,246	\$ 2,327,325	\$ 2,464,275
Contributions as a percentage of covered payroll	3.94%	4.00%	4.00%	3.98%	3.99%	4.00%	4.00%	4.21%	4.00%	4.00%

See the accompanying independent auditors' report.

COMBINING AND INDIVIDUAL FUND SCHEDULES

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
December 31, 2023

	SPECIAL REVENUE			TOTAL
	LIBRARY FUND	CEMETERY FUND	PARKS AND OPEN SPACE FUND	
ASSETS				
Cash and Investments	\$ 10,557,810	\$ 186,210	\$ 8,271,257	\$ 19,015,277
Restricted Cash and Investments	-	-	264,069	264,069
Accounts Receivable	140,910	-	85,382	226,292
Prepaid Expenses	-	-	987	987
TOTAL ASSETS	<u>\$ 10,698,720</u>	<u>\$ 186,210</u>	<u>\$ 8,621,695</u>	<u>\$ 19,506,625</u>
LIABILITIES AND FUND BALANCE				
LIABILITIES				
Accounts Payable	\$ -	\$ -	\$ 90,341	\$ 90,341
Accrued Liabilities	88,299	-	11,968	100,267
TOTAL LIABILITIES	<u>88,299</u>	<u>-</u>	<u>102,309</u>	<u>190,608</u>
FUND EQUITY				
Fund Balance				
Nonspendable	-	-	987	987
Restricted for Culture and Recreation	10,610,421	-	-	10,610,421
Restricted for Parks & Recreation	-	-	8,518,399	8,518,399
Restricted for Cemetery Maintenance	-	186,210	-	186,210
TOTAL FUND EQUITY	<u>10,610,421</u>	<u>186,210</u>	<u>8,519,386</u>	<u>19,316,017</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 10,698,720</u>	<u>\$ 186,210</u>	<u>\$ 8,621,695</u>	<u>\$ 19,506,625</u>

See the accompanying independent auditors' report.

NONMAJOR GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
Year Ended December 31, 2023

	SPECIAL REVENUE			TOTAL
	LIBRARY FUND	CEMETERY FUND	PARKS AND OPEN SPACE FUND	
REVENUES				
Taxes and Fees	\$ 811,820	\$ -	\$ 1,077,402	\$ 1,889,222
Charges for Services	-	-	66,967	66,967
Intergovernmental	831,446	-	603,071	1,434,517
Interest Income	368,720	6,250	247,633	622,603
Miscellaneous	10,501	11,272	56,169	77,942
TOTAL REVENUES	2,022,487	17,522	2,051,242	4,091,251
EXPENDITURES				
General Government	-	-	-	-
Public Works	-	-	-	-
Culture and Recreation	989,407	-	798,677	1,788,084
Capital Outlay	127,324	-	857,870	985,194
TOTAL EXPENDITURES	1,116,731	-	1,656,547	2,773,278
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	905,756	17,522	394,695	1,317,973
OTHER FINANCING SOURCES (USES)				
Transfers In	1,242,924	-	-	1,242,924
Transfers Out	(78,198)	-	-	(78,198)
TOTAL OTHER FINANCING SOURCES (USES)	1,164,726	-	-	1,164,726
NET CHANGE IN FUND BALANCE	2,070,482	17,522	394,695	2,482,699
FUND BALANCE, Beginning	8,539,939	168,688	8,124,691	16,833,318
FUND BALANCE, Ending	\$ 10,610,421	\$ 186,210	\$ 8,519,386	\$ 19,316,017

See the accompanying independent auditors' report.

LIBRARY FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2022 ACTUAL
REVENUES				
Library Facilities Fee	\$ 439,410	\$ 811,820	\$ 372,410	\$ 793,779
Contributions	3,500	-	(3,500)	-
Intergovernmental	819,186	831,446	12,260	486,738
Interest Income	75,000	368,720	293,720	116,540
Miscellaneous	7,500	10,501	3,001	2,368
TOTAL REVENUES	1,344,596	2,022,487	677,891	1,399,425
EXPENDITURES				
Culture and Recreation	1,821,000	989,407	831,593	822,037
Capital Outlay	-	127,324	(127,324)	-
TOTAL EXPENDITURES	1,821,000	1,116,731	704,269	822,037
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(476,404)	905,756	1,382,160	577,388
OTHER FINANCING SOURCES (USES)				
Transfers In	1,243,246	1,242,924	(322)	1,296,829
Transfers Out	-	(78,198)	(78,198)	-
TOTAL OTHER FINANCING SOURCES	1,243,246	1,164,726	(78,520)	1,296,829
NET CHANGE IN FUND BALANCE	766,842	2,070,482	1,303,640	1,874,217
FUND BALANCE, Beginning	8,155,642	8,539,939	384,297	6,665,722
FUND BALANCE, Ending	\$ 8,922,484	\$ 10,610,421	\$ 1,687,937	\$ 8,539,939

See the accompanying independent auditors' report.

CEMETERY FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2022 ACTUAL
REVENUES				
Sale of Lots	\$ 12,560	\$ 11,272	\$ (1,288)	\$ 12,898
Interest Income	60	6,250	6,190	1,974
TOTAL REVENUES	12,620	17,522	4,902	14,872
EXPENDITURES				
Operations and Maintenance	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-
NET CHANGE IN FUND BALANCE	12,620	17,522	4,902	14,872
FUND BALANCES, Beginning	167,056	168,688	1,632	153,816
FUND BALANCES, Ending	\$ 179,676	\$ 186,210	\$ 6,534	\$ 168,688

See the accompanying independent auditors' report.

PARKS AND OPEN SPACE FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2022 ACTUAL
REVENUES				
Taxes and Fees	\$ 786,530	\$ 1,077,402	\$ 290,872	\$ 1,058,775
Charges for Services	-	66,967	66,967	76,572
Contributions	-	-	-	-
Intergovernmental	-	603,071	603,071	608,143
Interest Income	2,000	247,633	245,633	39,413
Miscellaneous	17,000	56,169	39,169	1,356
TOTAL REVENUES	805,530	2,051,242	1,245,712	1,784,259
EXPENDITURES				
Culture and Recreation	1,024,940	798,677	226,263	589,589
Capital Outlay	2,905,000	857,870	2,047,130	1,609,950
TOTAL EXPENDITURES	3,929,940	1,656,547	2,273,393	2,199,539
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(3,124,410)	394,695	3,519,105	(415,280)
OTHER FINANCING SOURCES (USES)				
Transfers In	50,000	-	(50,000)	1,162,000
TOTAL OTHER FINANCING SOURCES	50,000	-	(50,000)	1,162,000
NET CHANGE IN FUND BALANCE	(3,074,410)	394,695	3,469,105	746,720
FUND BALANCE, Beginning	5,224,587	8,124,691	2,900,104	7,377,971
FUND BALANCE, Ending	\$ 2,150,177	\$ 8,519,386	\$ 6,369,209	\$ 8,124,691

See the accompanying independent auditors' report.

WATER FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023		VARIANCE Positive (Negative)	2022 ACTUAL
	ORIGINAL AND FINAL BUDGET	ACTUAL		
REVENUES				
Charges for Services	\$ 22,162,050	\$ 6,630,623	\$ (15,531,427)	\$ 5,857,782
Contributions	56,000,000	31,365,023	(24,634,977)	35,457,230
Interest Income	20,000	1,172,401	1,152,401	216,577
Miscellaneous	125,000	781,272	656,272	254,371
TOTAL REVENUES	78,307,050	39,949,319	(38,357,731)	41,785,960
EXPENDITURES				
Administration	235,300	243,555	(8,255)	232,318
Operations	4,365,350	3,748,759	616,591	3,567,015
Capital Outlay	37,017,280	29,567,269	7,450,011	41,619,139
Depreciation Expense	970,000	552,358	417,642	518,024
Transfers Out	600,000	600,000	-	-
TOTAL EXPENDITURES	43,187,930	34,711,941	8,475,989	45,936,496
NET INCOME, Budget Basis	<u>\$ 35,119,120</u>	5,237,378	<u>\$ (29,881,742)</u>	(4,150,536)
GAAP BASIS ADJUSTMENTS				
Capital Outlay		29,567,269		41,619,139
NET INCOME, GAAP Basis		34,804,647		37,468,603
NET POSITION, Beginning, as Previously Reported		139,616,612		80,946,634
Prior Period Adjustment		-		21,201,375
NET POSITION, Beginning, as restated		139,616,612		102,148,009
NET POSITION, Ending		<u>\$ 174,421,259</u>		<u>\$ 139,616,612</u>

See the accompanying independent auditors' report.

WASTEWATER FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023		VARIANCE Positive (Negative)	2022 ACTUAL
	ORIGINAL AND FINAL BUDGET	ACTUAL		
REVENUES				
Charges for Services	\$ 3,181,500	\$ 3,385,665	\$ 204,165	\$ 3,015,211
Contributions	1,113,560	2,755,144	1,641,584	4,093,372
Intergovernmental	2,105,000	2,564,500	459,500	4,387,299
Interest Income	100,000	3,412,107	3,312,107	966,211
Miscellaneous	18,900	47,697	28,797	315,467
Transfers In	50,000,000	49,400,000	(600,000)	-
TOTAL REVENUES	56,518,960	61,565,113	5,046,153	12,777,560
EXPENDITURES				
Administration	227,750	226,678	1,072	211,255
Operations	2,087,960	1,785,217	302,743	1,223,031
Capital Outlay	78,381,000	32,769,676	45,611,324	28,830,491
Depreciation Expense	1,200,000	629,721	570,279	235,093
Debt Service	2,764,000	1,953,150	810,850	1,953,150
Transfers Out	600,000	-	600,000	-
TOTAL EXPENDITURES	85,260,710	37,364,442	47,896,268	32,453,020
NET INCOME, Budget Basis	\$ (28,741,750)	24,200,671	\$ 52,942,421	(19,675,460)
GAAP BASIS ADJUSTMENTS				
Capital Outlay		32,769,676		28,830,491
TOTAL GAAP BASIS ADJUSTMENTS		32,769,676		28,830,491
NET INCOME, GAAP Basis		56,970,347		9,155,031
NET POSITION, Beginning		27,145,833		17,990,802
NET POSITION, Ending		\$ 84,116,180		\$ 27,145,833

See the accompanying independent auditors' report.

DRAINAGE ENTERPRISE FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2023

	2023			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2022 ACTUAL
REVENUES				
Drainage Fees	\$ 720,000	\$ 688,568	\$ (31,432)	\$ 1,312,706
Interest Income	1,000	166,440	165,440	27,805
TOTAL REVENUES	721,000	855,008	134,008	1,340,511
EXPENDITURES				
Administration	150,400	134,106	16,294	137,706
Operations	268,025	198,675	69,350	176,027
Capital Outlay	-	39,307	(39,307)	230,927
Depreciation Expense	225,000	41,676	183,324	9,557
Transfers Out	250,000	250,000	-	-
TOTAL EXPENDITURES	893,425	663,764	229,661	554,217
NET INCOME, Budget Basis	<u>\$ (172,425)</u>	191,244	<u>\$ 363,669</u>	786,294
GAAP BASIS ADJUSTMENTS				
Capital Outlay		39,307		230,927
NET INCOME, GAAP Basis		230,551		1,017,221
NET POSITION, Beginning		5,501,676		4,484,455
NET POSITION, Ending		<u>\$ 5,732,227</u>		<u>\$ 5,501,676</u>

See the accompanying independent auditors' report.

STATE COMPLIANCE

The public report burden for this information collection is estimated to average 380 hours annually.

OMB No. 2125-0032

LOCAL HIGHWAY FINANCE REPORT		STATE:
		COLORADO
		YEAR ENDING (mm/yy):
This Information From The Records Of:		Prepared By:
Johnstown		Devon McCarty

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES**III. EXPENDITURES FOR ROAD AND STREET PURPOSES**

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway expenditures:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	\$ 6,104,294.53
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	\$ 3,217,598.02
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	\$ -
2. General fund appropriations		b. Snow and ice removal	\$ 61,636.11
3. Other local imposts (from page 2)	\$ 8,549,743.50	c. Other	
4. Miscellaneous local receipts (from page 2)	\$ -	d. Total (a. through c.)	\$ 61,636.11
5. Transfers from toll facilities		4. General administration & miscellaneous	\$ 6,672.19
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	\$ 9,390,200.85
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	\$ -	a. Interest	
7. Total (1 through 6)	\$ 8,549,743.50	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	\$ -
C. Receipts from State government		2. Notes:	
(from page 2)	\$ 1,494,156.05	a. Interest	
D. Receipts from Federal Government		b. Redemption	
(from page 2)	\$ -	c. Total (a. + b.)	\$ -
E. Total receipts (A.7 + B + C + D)	\$ 10,043,899.55	3. Total (1.c + 2.c)	\$ -
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total expenditures (A.6 + B.3 + C + D)	\$ 9,390,200.85

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				\$ -
1. Bonds (Refunding Portion)				\$ -
B. Notes (Total)				\$ -

V. LOCAL ROAD AND STREET FUND BALANCE (RECEIPTS AND DISBURSEMENTS ONLY)

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	\$ 8,787,795.71	\$ 10,043,899.55	\$ 9,390,200.85	\$ 9,441,494.41	\$ -

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT		STATE: COLORADO YEAR ENDING (mm/yy): 12/23	Item #2.
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II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assesments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes	\$ 2,312,973.62	c. Parking Garage Fees	
2. Infrastructure & Impact Fees	\$ 2,704,861.85	d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	\$ 3,531,908.03	g. Other Misc. Receipts	
6. Total (1. through 5.)	\$ 8,549,743.50	h. Other	
c. Total (a. + b.)	\$ 8,549,743.50	i. Total (a. through h.)	\$ -
(Carry forward to page 1)		(Carry forward to page 1)	
ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes (from Item I.C.5.)	\$ 569,360.89	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	\$ 62,492.53	d. Federal Transit Administration	
d. DOLA Grant	\$ 862,302.63	e. U.S. Corps of Engineers	
e. Other		f. Other Federal ARPA	
f. Total (a. through e.)	\$ 924,795.16	g. Total (a. through f.)	\$ -
4. Total (1. + 2. + 3.f)	\$ 1,494,156.05	3. Total (1. + 2.g)	\$ -
(Carry forward to page 1)		(Carry forward to page 1)	

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL			
	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			\$ -
b. Engineering Costs			\$ -
c. Construction:			
(1). New Facilities			\$ -
(2). Capacity Improvements			\$ -
(3). System Preservation			\$ -
(4). System Enhancement And Operation		\$ 6,104,294.53	\$ 6,104,294.53
(5). Total Construction (1)+(2)+(3)+(4)	\$ -	\$ 6,104,294.53	\$ 6,104,294.53
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.4)	\$ -	\$ 6,104,294.53	\$ 6,104,294.53
(Carry forward to page 1)			
Notes and Comments:			



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 01, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Duncan called the meeting to order and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Menzies
Councilmember Morris
Councilmember Paranto
Mayor Pro Tem Young
Mayor Duncan

Absent:

Councilmember Berg
Councilmember Molinar

AGENDA APPROVAL

Mayor Pro Tem Young moved to approve the agenda.

Councilmember Paranto seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Crosthwaite, Economic Development Manager, introduced Precision Eye Care as the July Business of the month.

2. Proclamation - Meteorite Centennial Celebration

Mayor Pro Tem Young read the proclamation declaring July the Johnstown Meteorite Centennial Celebration into the record and presented it to the Meteorite Centennial Celebration Committee noting the July 6, 2024 Centennial Celebration.

3. Employee Introductions

Jason Elkins, Public Works Director, introduced new staff members, including:

Jesus Bencomo, Mason Engelking, Henry Moncivais and Nolan Langdon.

Chief Oglesby introduced three new police officers:

Rayahna Perlas, Jason Tope and Joe Mee.

PUBLIC COMMENT

Three comments were read into the record as below:

Vicki Yost, expressing thanks for the Wednesday meal purchased by Council.

Keith Hanson regarding fireworks and requesting data on citations issued.

Shawn York regarding the weeds at Purvis and dedicated speed tractors at CR-13.

CONSENT AGENDA

Councilmember Morris moved to approve the consent agenda.

Councilmember Paranto seconded and the motion passed.

4. June 17, 2024 Meeting Minutes
5. Second Reading of Ordinance 2024-253: Amending Section 10-212 of the Johnstown Municipal Code Concerning Curfews for Minors
6. June 2024 List of Bills

TOWN MANAGER REPORT

7. Town Manager's Report

Matt LeCerf, Town Manager, presented his monthly report.

Council inquired on the possibilities of budgeting of speed reduction signs. Mr. LeCerf noted an email sent and will forward this concern to Council.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

Council inquired on looking into the shred event, which Ms. Rocklin noted an agreement was drafted.

It was also asked about a memo regarding weeds. Ms. Rocklin noted it was drafted and she will follow up.

PUBLIC HEARING

8. Public Hearing - The Granary Filing No. 3
 - A. Resolution No. 2024-30: Approving the Final Subdivision Plat and Development Plan for The Granary Filing No. 3
 - B. Water and Sewer Service Agreement with Hartford Investments, LLC

Mayor Duncan opened the public hearing.

Jeremey Gleim, Planning and Development Director, asked Council to continue to the regular meeting on August 19, 2024 due to conversations with the developer in order to finalize development details.

Councilmember Menzies moved to continue the public hearing for Resolution No. 2024-30 Approving the Final Subdivision Plat and Development Plan for The Granary Filing No. 3 to the August 19, 2024 meeting.

Councilmember Morris seconded and the motion passed.

Councilmember Morris moved to table the Water Sewer Service Agreement with Hartford Investments, LLC to the August 19, 2024 meeting.

Councilmember Paranto seconded and the motion passed.

Mayor Duncan recessed the hearing to August 19, 2024.

9. Ordinance No. 2024-254, An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Water Treatment System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Water Fund Revenues; and Approving Other Matters in Connection with Financing

Mayor Duncan opened the public hearing.

Devon McCarty, Finance Director, introduced the bonds ordinance noting the bond for the water fund is meant to fund the costs of the Water Treatment Plant Construction, and would be issued under the Town's debt policy. Ms. McCarty reviewed the requirements of the bond and the anticipated closing date of August 2024.

Council confirmed no penalty for prepayment, which staff noted was correct. Council asked about the effective interest rate of 4.75 and how we would not exceed that.

The consultant to staff for the bonds noted the interest rate is stated in the ordinance, and if the rate was not able to be met, the ordinance would need to come back to Council for re-consideration.

Mr. LeCerf noted it was still being evaluated if a 30 year term was the best option, but 30 years is the max allowed.

Mayor Duncan opened the hearing for those in favor or opposed to this item, to which there was none.

Mayor Duncan closed the public comment.

Mayor Duncan closed the public hearing.

Mayor Pro Tem moved to approve Ordinance No. 2024-254 authorizing the issuance of Revenue Bonds to Provide for Improvements to the Water Treatment System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Water Fund Revenues; and Approving Other Matters in Connection with Financing

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris inquired on the time frame of the new upgrades to the media system, which the Town Clerk noted would begin July 2, 2024.

Councilmember Menzies spoke to concerns of fireworks and encouraged residents to be cautious. It was asked about Xfinity and the availability of the time frame.

Mitzi McCoy, Deputy Town Manager, noted it would vary depending location in the Town and there is no one live date.

Mayor Pro Tem noted the new parking lot anticipated at the Library. The Historical Society has worked hard with the Meteorite Committee for the July 6th Centennial Celebration, starting with the memorial dedication, a Rock and Gem show and a Drone show to close the night.

MAYOR'S COMMENTS

Mayor Duncan wished everyone a safe 4th of July holiday weekend. The Senior Center Board of Directors recently met with Mayor Duncan and appreciation was expressed. A meeting with the Deputy Chief Attorney General was noted and Mayor Duncan noted a theft ring task force.

INFORMATIONAL ITEMS

Informational items were included in the packet.

10. Informational Items

EXECUTIVE SESSION

11. An executive session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) matters involving the acquisition of property on Sandra Drive.

Mayor Pro Tem moved to adjourn to an executive session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) concerning matters involving the acquisition of property on Sandra Drive.

Councilmember Morris seconded and Council recessed.

Council reconvened at 8:23 pm.

Mayor Duncan noted no items were discussed outside of those noted in the motion and no direction was given other than items related to C.R.S. Section 24-6-402 (4)(b).

ADJOURN

Mayor Duncan adjourned the July 1, 2024 meeting at 8:24 pm.

Michael P. Duncan, Mayor

Hannah Hill, Town Clerk



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #4.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Ordinance No. 2024-254, An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Water Treatment System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Water Fund Revenues; and Approving Other Matters in Connection with Financing

ACTION PROPOSED: Approve Ordinance No. 2024-254 on Second Reading

ATTACHMENTS: 1. Ordinance No. 2024-254

PRESENTED BY: Devon McCarty, Finance Director
Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

On July 1, 2024, Council approved Ordinance No. 2024-254 on first reading.

Enclosed for your review and consideration is Ordinance No. 2024-254 which will provide for the issuance of revenue bonds to fund capital projects in the Water Fund.

The Town of Johnstown owns and operates its municipal water system and water facilities. The current water treatment plant (WTP) has a treatment capacity of 6 million gallons of water per day (MGD).

To accommodate both the current demand for water and the anticipated additional growth, the Town is working to complete design engineering for a new WTP that will increase the capacity of the facility from 6 MGD to 10.5 MGD. The project will also include additional Granular Activated Carbon (GAC) to address taste and odor issues of the water. Construction began in 2024, with construction anticipated to be completed in 2026. Construction of the WTP expansion project is estimated to cost \$80,000,000.

The Community that Cares

The Town currently plans to use a portion of the Bond proceeds to fund the construction of a new raw water trunk line from Lone Tree Reservoir to the WTP. The design phase should be completed in 2024, after which the Town plans to acquire the necessary utility easements. Construction is currently expected to begin in 2025 and to conclude in 2026, coinciding with the completion of the WTP Expansion. Lone Tree Reservoir serves as the Town's primary water source in partnership with the Consolidated Home Supply Ditch and Reservoir Company. The new trunk line will provide redundancy to the raw water transmission system and allow for additional water capacity to be delivered to the new WTP. The estimated construction cost is \$40,000,000. Successful completion of both the WTP and water trunk line projects will help secure the Town's water supply for up to 20 years, based on growth projection estimates.

In anticipation of the construction projects, the Town contracted with a third-party consultant to complete a water rate study. Based on the results of the study, on November 6, 2023, the Town Council approved and adopted the suggested water rate increases for both new development taps and consumptive use. The Town plans to use a combination of existing funds, bonds, and new revenues to finance the improvements.

Staff, working with its consultants, have determined that, due to prevailing market conditions, it is in the best interest of the Town at this time to issue bonds. The bonds are expected to generate approximately \$75 million to pay the costs billed to the Town for the Water Fund improvements. The bonds will be structured as revenue bonds in the Water Fund Enterprise Fund. The bonds are tentatively planned for a 30-year term, to mature in 2054 and the Town will make annual debt service payments commencing in 2024.

The Town will be obtaining an underlying credit rating from Standard & Poor's. It is expected that the credit rating from Standard & Poor's will help the Town obtain the best possible interest rates.

The ordinance being presented for approval authorized the issuance of bonds and approves the form and authorized execution of the related financing documents. The ordinance contains parameters that the principal amount of the bonds will not exceed \$75 million, the final maturity will not exceed December 1, 2054, and the net effective interest rate on the bonds will not exceed 4.75%. Additionally, the bonds include rate covenants requiring the Town to maintain utility rates sufficient to provide Net Revenues that are equal to or more than 110% of the bond principal, interest, and parity lien obligations coming due during the year. The anticipated bond closing is in late August.

The proposed bonds are being issued under the Town's adopted debt policy, approved by the Town Council on April 4, 2022, as part of the Town of Johnstown Comprehensive Financial Management Policies. The proposed bonds meet all requirements outlined in the Town's adopted policies.

STRATEGIC PLAN ALIGNMENT:

Organizational Excellence & Public Trust

- *Strengthen public trust and confidence*

Quality Infrastructure & Facilities

The Community that Cares

- *Establish and maintain levels of service*
- *Ensure future viability of infrastructure and facilities*
- *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

Ordinance was reviewed by legal counsel.

FINANCIAL ADVICE:

The sale of the Bonds will have no financial impact on the Town's General Fund, as payments of principal and interest on the bonds will be paid solely from the Town's Water Fund Net Revenues. It is estimated that the average annual debt service payment will be approximately \$4.5 million for a 30 year term, but could be as high as \$4.8 million if a 25 year term is selected as the preferred option based on financial capacity. The rate increases approved by Council in November 2023, will be required each year to meet the Parity Lien Test.

RECOMMENDED ACTION: Approve Ordinance No. 2024-254 upon second reading.

SUGGESTED MOTIONS:

For Approval:

I Move to Approve Ordinance No. 2024-254, An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Water Treatment System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Water Fund Revenues; and Approving Other Matters in Connection with Financing

For Denial:

I Move to Deny Ordinance No. 2024-254, An Ordinance Authorizing the Issuance of Revenue Bonds to Provide for Improvements to the Water Treatment System and Establishing Covenants in Connection with the Financing for the Payment of the Bonds from Water Fund Revenues; and Approving Other Matters in Connection with Financing

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-254**

AN ORDINANCE OF THE TOWN OF JOHNSTOWN, COLORADO, ACTING BY AND THROUGH ITS WATER UTILITY ENTERPRISE, AUTHORIZING THE ISSUANCE OF REVENUE BONDS TO PROVIDE FOR IMPROVEMENTS TO ITS WATER SYSTEM; ESTABLISHING COVENANTS IN CONNECTION WITH THE FINANCING AND PROVIDING FOR THE PAYMENT OF THE BONDS FROM WATER FUND REVENUES; AND APPROVING OTHER MATTERS IN CONNECTION WITH THE FINANCING.

WHEREAS, the Town of Johnstown, Colorado is a municipal corporation duly organized and operating as a home rule municipality under Article XX of the Constitution of the State of Colorado (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, pursuant to Section 13-70 of the Municipal Code, the Council has (i) recognized the establishment of the Town's Water Utility Enterprise, (ii) confirmed the operation of the Water Utility Enterprise as an "Enterprise" within the meaning of Section 20 of Article X of the State Constitution, and (iii) designated itself as the governing body of the Water Utility Enterprise to exercise the Town's legal authority relating to the Water Utility Enterprise, but not to levy a tax; and

WHEREAS, pursuant to Section 4-41 of the Municipal Code, the Water Fund, which accounts for the financial activity of the Water Utility Enterprise, is to receive less than ten percent of its annual revenue from Colorado state and local government grants combined; and

WHEREAS, pursuant to Sections 13.1 and 13.4 of the Charter, the Town may borrow money and issue bonds in such form and manner as the Council determines to be advantageous, by ordinance and without an election, when payable from revenues other than general ad valorem property taxes or sales and use taxes; and

WHEREAS, the Council has determined that the Town's interest and the public interest and necessity require the construction, acquisition, replacement and update of capital improvements to enable the Town to manage, maintain and operate the Town's water system; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado, has presented a proposal to the Town to issue revenue bonds for the purpose of financing the costs of the Improvement Project, and the Council has determined that the negotiated sale of the Bonds to said company is to the best advantage of the Town; and

WHEREAS, the Bonds will not be payable from any tax, will not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or home rule limitation, and will not be considered or held to be general obligations of the Town; and

WHEREAS, the Town has received and there are available to the members of the Council, forms of documents relating to the financing of the Improvement Project, including the Preliminary Official Statement, the Bond Purchase Agreement and the Paying Agent and Registrar Agreement; and

WHEREAS, none of the members of the Council have any potential conflicting interests in connection with the authorization, issuance, or sale of the Bonds, or the use of the proceeds thereof; and

WHEREAS, Council desires to authorize the issuance and sale of the Bonds and, as provided in the Supplemental Public Securities Act, delegate authority to the Sale Delegate to make certain determinations regarding the Bonds to be set forth in the Sale Certificate in accordance with the provisions of this Ordinance; now therefore,

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

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

“Bank” means UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America which has full and complete trust powers and is a qualified institution under Article 10.5 of Title 11, C.R.S., known as the Public Deposit Protection Act.

“Bonds” means the Water Revenue Bonds, Series 2024, dated as of the Dated Date.

“Bond Account” means the account established by the provisions hereof to account for the moneys to be applied to the payment of the debt service on the Bonds. The Bond Account shall be a subsidiary account or subaccount of the Water Fund or other appropriate fund of the Town and separately accounted for by the Town in accordance with the provisions hereof.

“Bond Counsel” means (a) as of the date of issuance of the Bonds, Kutak Rock LLP, of Denver, Colorado; and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the Town with nationally recognized expertise in the issuance of municipal bonds.

“Bond Insurance Policy” means, if the Bonds are issued with bond insurance, the municipal bond insurance policy issued by the Bond Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein. If the Bonds are not issued with bond insurance, this definition shall not be applicable.

“Bond Insurer” means, if the Bonds are issued with bond insurance, the bond insurer selected by the Sale Delegate pursuant to the Section hereof entitled “Bond Insurance,” or any successor thereto.

“Bond Purchase Agreement” means the Bond Purchase Agreement, pursuant to which the Town is to agree to sell and the Underwriter is to agree to purchase the Bonds at the prices and on the terms set forth therein.

“Business Day” means any day other than (a) a Saturday or Sunday, or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

“Capital Improvements” means the acquisition of land, water or water rights, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with the System which, under Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

“Charter” means the Town of Johnstown Home Rule Charter.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

“Combined Maximum Annual Principal and Interest Requirements” means with regard to any two or more particular issues of bonds or other obligations, the maximum annual payments of principal of and interest on all of said issues, excluding redemption premiums, to become due during any Fiscal Year while such issues are outstanding; provided that such computation shall assume the redemption and payment of bonds or other obligations subject to mandatory redemption, but shall be made without regard to any right of optional redemption which has not been exercised.

“Commitment” means that certain offer, if any, to issue the Bond Insurance Policy and the Reserve Surety Bond by the Bond Insurer.

“Continuing Disclosure Undertaking” means an undertaking of the Town to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) in substantially the form appended to the Official Statement.

“Council” means the Town Council of the Town acting as the governing body of the Water Utility Enterprise.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Dated Date” means the dated date for the Bonds set forth in the Sale Certificate.

“DTC” means The Depository Trust Company, New York, New York, and its successors in interest and assigns.

“DTC Blanket Letter of Representations” means the letter of representations from the Town to DTC to induce DTC to act as securities depository for the Bonds.

“Enabling Laws” means the Charter, the Water Activity Law, the Supplemental Public Securities Act and all other laws of the State of Colorado enabling the actions of the Town as contemplated by the provisions of this Ordinance.

“Event of Default” means any of the events specified the Section hereof titled “Events of Default.”

“Federal Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct noncallable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Fiscal Year” means the 12 months commencing January 1 of any year and ending December 31 of said year.

“Gross Revenue” means all fees, including but not limited to user fees and plant investment fees, charges and revenues directly or indirectly derived by the Town for the services furnished by, or use of, the System, or any part thereof, including all income attributable to any future dispositions of property or rights or related contracts, settlements, or judgments held or obtained in connection with the System or its operations; provided however, that there shall be excluded from Gross Revenue (a) moneys borrowed and used for providing Capital Improvements; (b) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; and (c) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“Improvement Project” means any Capital Improvements which may be funded under the Enabling Laws, including but not limited to, the construction, installation, and equipping of new water treatment plant, a new water trunkline from Lone Tree Reservoir to the water treatment plant and any other System improvements as determined by the Council, as well as the payment of the costs of issuance of the Bonds.

“Interest Payment Date” means each June 1 and December 1, commencing December 1, 2024, or such other dates as established in the Sale Certificate for payment of interest on the Bonds.

“Municipal Code” means the Johnstown Municipal Code, as the same may be amended.

“Net Revenues” means Gross Revenue after deducting Operation and Maintenance Expenses.

“Official Statement” means the final Official Statement relating to the Bonds.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining, and repairing the System,

including without limitation legal and overhead expenses of the Town directly related to the administration of the System; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations issued to provide Capital Improvements, and charges for the accumulation of reserves. For purposes of the above definition expenses shall, to the extent possible, be determined in accordance with Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board.

“Ordinance” means this ordinance authorizing the issuance of the Bonds, including any amendments or supplements hereto.

“Owner” or *“Owners”* means the Person or Persons in whose name or names a Bond is registered on the registration books maintained by the Paying Agent pursuant hereto.

“Parity Lien Obligations” means any bonds or other obligations permitted to be issued pursuant to the Section hereof titled *“Parity Lien Obligations”*, with a lien that is equal and on a parity with the lien of the Bonds on the Net Revenues.

“Paying Agent” means the Bank and its successors in interest or assigns approved by the Town, which shall act as paying agent, bond registrar, and authenticating agent for the Bonds.

“Paying Agent and Registrar Agreement” means an agreement between the Town and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Bonds.

“Permitted Investments” means any investment lawfully permitted by applicable State law, except to the extent that such investments may be further limited by the Bond Insurer.

“Person” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Preliminary Official Statement” means the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

“Principal Payment Date” means December 1, or such other date or dates of each year as established in the Sale Certificate for payment of principal of the Bonds.

“Project Account” means the account established by the provisions hereof to account for the moneys to be applied to the payment of the costs relating to the Improvement Project. The Project Account shall be a subsidiary account or subaccount of the Water Fund or other appropriate fund of the Town and separately accounted for by the Town in accordance with the provisions hereof.

“Pro Rata Portion” means the dollar amount derived by dividing the amount of principal or interest to come due on the next Principal Payment Date or Interest Payment Date by the number of monthly credits required to be made prior to such payment date.

“Record Date” means with respect to each Interest Payment Date, (a) if the Interest Payment Date is the first day of the month, the fifteenth day of the month immediately preceding the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs; or (b) if the Interest Payment Date is the fifteenth day of the month, the first day of the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs.

“Required Reserve” means an amount equal to the lesser of: (a) the Combined Maximum Annual Principal and Interest Requirements of the Bonds or (b) the maximum amount which may be credited to the Reserve Account and allow such account to qualify as a “reasonably required reserve or replacement fund” under Section 148(d) of the Code. Provided however, the amount of the Required Reserve may be established at a lesser amount in the Sale Certificate.

“Reserve Account” means the account established by the provisions hereof to provide additional security for the timely payment of the debt service on the Bonds. The Reserve Account shall be a subsidiary account or subaccount of the Water Fund or other appropriate fund of the Town and separately accounted for by the Town in accordance with the provisions hereof.

“Reserve Surety Bond” means a surety bond issued by the Bond Insurer for the purpose of meeting all or any portion of the Required Reserve and guaranteeing payments from the Reserve Account.

“Sale Certificate” means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Ordinance.

“Sale Delegate” means the Town Manager or, in the event the Town Manager is unavailable, the Deputy Town Manager in her capacity as Town Treasurer.

“Supplemental Public Securities Act” means Part 2 of Article 57 of Title 11, C.R.S.

“State” means the State of Colorado.

“System” means all of the Town’s water system and water facilities, now owned or hereafter acquired, whether situated within or without the Town boundaries, including all present or future improvements, extensions, enlargements, betterments, replacements, or additions thereof or thereto.

“Tax Letter of Instructions” means the Tax Letter of Instructions, dated the date on which the Bonds are originally issued and delivered to the Town by Bond Counsel, as such instructions may be superseded or amended in accordance with their terms.

“Town” means the Town of Johnstown, Colorado, acting by and through its Water Utility Enterprise.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado.

“Water Activity Law” means Title 37, Article 45.1, C.R.S.

“*Water Fund*” means the fund established under Section 4-41 of the Municipal Code for the purpose of accounting for the financial activity of the Water Utility Enterprise.

“*Water Utility Enterprise*” means the Town’s Water Utility Enterprise recognized by the Town Council pursuant to Section 13-70 of the Municipal Code and which serves the purpose of managing, maintaining and operating the System.

Section 2. Authorization and Purpose of the Bonds. Pursuant to and in accordance with the State Constitution and the Enabling Laws, there shall be issued by the Town, acting by and through the Water Utility Enterprise, the “Water Revenue Bonds, Series 2024” for the purpose of providing funds for the Improvement Project.

Section 3. Bond Details.

(a) ***Registered Form, Denominations, Original Dated Date and Numbering.***

The Bonds shall be issued in fully registered form, shall be dated as of the Dated Date, and shall be registered in the names of the Persons identified in the registration books maintained by the Paying Agent pursuant hereto. The Bonds shall be issued in denominations of \$5,000 in principal amount or any integral multiple thereof. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter “R.”

(b) ***Maturity Dates, Principal Amounts and Interest Rates.***

The Bonds shall mature on the Principal Payment Date of the years and in the principal amounts, and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months), set forth in the Sale Certificate.

(c) ***Accrual and Dates of Payment of Interest.***

Interest on the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date.

(d) ***Delegation for Sales Certificate.***

The Council hereby delegates to the Sale Delegate for a period of two months from the date of adoption of this Ordinance (A) the matters set forth below, subject to the applicable parameters set forth in subsection (e) of this Section; and (B) any other matters that, in the judgment of the Sale Delegate, are necessary or convenient to be set forth in the Sale Certificate and are not inconsistent with the parameters set forth in this Section:

- (i) the Dated Date of the Bonds;
- (ii) the Principal Payment Date;
- (iii) the Interest Payment Date;
- (iv) the aggregate principal amount of the Bonds;

(v) the price at which the Bonds will be sold pursuant to the Bond Purchase Agreement;

(vi) the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds;

(vii) the Bonds which may be redeemed at the option of the Town, the dates upon which such optional redemption may occur, and the prices at which such Bonds may be optionally redeemed;

(viii) the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption;

(ix) the amount of the Required Reserve; and

(x) whether the Bonds will be secured by an assurance of payment as provided in the Supplemental Public Securities Act.

(e) ***Sale Parameters.*** The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) the aggregate principal amount of the Bonds shall not exceed \$75,000,000;

(ii) the final maturity of the Bonds shall be no later than December 1, 2054; and

(iii) the net effective interest rate on the Bonds shall not exceed 4.75%.

(f) ***Manner and Form of Payment.*** Principal of each Bond shall be payable to the Owner thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on each Bond shall be payable by check or draft of the Paying Agent mailed on each Interest Payment Date to the Owner thereof as of the close of business on the corresponding Record Date; provided that interest payable to any Owner may be paid by any other means agreed to by such Owner and the Paying Agent that does not require the Town to make moneys available to the Paying Agent earlier than otherwise required hereunder or increase the costs borne by the Town hereunder. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

(g) ***Book-Entry Registration.*** Notwithstanding any other provision hereof, the Bonds shall be delivered only in book entry form registered in the name of Cede & Co., as nominee of DTC, acting as securities depository of the Bonds and principal of and interest on the Bonds shall be paid by wire transfer to DTC; provided, however, if at any time the Paying Agent determines, and notifies the Town of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository

for the Bonds, the Paying Agent may, at its discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository; or (ii) terminate the book entry registration system and reregister the Bonds in the names of the beneficial owners thereof provided to it by DTC. Neither the Town nor the Paying Agent shall have any liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, any beneficial owner of the Bonds or any other Person for (A) any determination made by the Paying Agent pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Bonds are reregistered.

Section 4. Redemption of Bonds Prior to Maturity.

(a) ***Optional Redemption.*** The Bonds shall be subject to redemption at the option of the Town, in whole or in part, and if in part in such order of maturities as the Town shall determine and by lot within a maturity on such dates as set forth in the Sale Certificate. As provided in the Section hereof entitled "Bond Details", the Sale Delegate is delegated authority to determine the dates on which the Bonds shall be subject to optional redemption and the redemption price or prices at which such redemption may be made.

(b) ***Mandatory Sinking Fund Redemption.*** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date. As provided in the Section hereof entitled "Bond Details", the Sale Delegate is delegated authority to determine the principal amounts and dates on which the Bonds shall be subject to mandatory sinking fund redemption.

(c) ***Redemption Procedures.*** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the Town by electronic means to DTC or by sending a copy of such notice by electronic means to DTC or its successors, or by first class, postage prepaid mail, not less than thirty days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

Section 5. Form of the Bonds. The Bonds shall be in substantially the form set forth in Appendix A hereto, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the Town executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). The Bond shall recite that it is issued under the authority of the Enabling Laws. Although attached as an appendix for the convenience of the reader, Appendix A is an integral part of this Ordinance and is incorporated herein as if set forth in full in the body of this Ordinance.

Section 6. Execution, Authentication and Delivery of the Bonds.

(a) **Execution.** The Bonds shall be executed in the name and on behalf of the Town with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the Town and shall be attested by the manual or facsimile signature of the Town Clerk both of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes.

(b) **Authentication.** When the Bonds have been duly executed, the officers of the Town are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or entitled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated hereunder.

(c) **Delivery.** Upon the authentication of the Bonds, the Paying Agent shall deliver the same in accordance with the instructions of the Underwriter upon receipt of the agreed purchase price of the Bonds from the Underwriter and the issuance of the approving opinion of Bond Counsel.

Section 7. Registration, Transfer and Exchange of the Bonds.

(a) **Registration.** The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration books shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the Town nor the Paying Agent shall be affected by any notice or other information to the contrary.

(b) **Transfer and Exchange.** The Bonds may be transferred or exchanged, at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith.

Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the Town shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond.

(c) ***Limitations on Transfer.*** The Town and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing interest payment date. The Paying Agent shall not be required to transfer any Bonds selected or called for redemption.

Section 8. Replacement of Lost, Destroyed or Stolen Bonds. If any Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken bond and the Town shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent); (b) proof of loss, destruction or theft; (c) an indemnity to the Town and the Paying Agent with respect to the Bond lost, destroyed or taken; and (d) payment of the cost of preparing and executing the new bond or bonds.

Section 9. Reaffirmation of the Water Fund; Establishment of Accounts.

(a) ***Reaffirmation of Water Fund.*** The Town hereby reaffirms the establishment of the Water Fund.

(b) ***Establishment of Accounts in Water Fund.*** There are hereby created and established within the Water Fund, in addition to other accounts which are established in said fund, the Bond Account, the Reserve Account and the Project Account. In accordance with generally accepted accounting principles, for the purpose of accounting for the moneys provided for in this Ordinance the Town Director of Finance may create offsetting revenue and expense accounts not inconsistent with the provisions hereof, all as may be determined by the Town Director of Finance.

(c) ***Investments.*** Proceeds of the Bonds delivered to the Town pursuant to the Section hereof titled "Application of Bond Proceeds," moneys on deposit in the Bond Account and the Reserve Account, and any moneys held by the Paying Agent with respect to the Bonds, shall be invested or deposited in securities or obligations which are Permitted Investments. The investment of moneys shall, however, be subject to the covenants and provisions of the Sections hereof titled "Federal Tax Covenants" and "Reserve Account". Subject to such covenants and provisions, all investment earnings shall be credited to the respective accounts in which such earnings have been generated.

Section 10. Application of Bond Proceeds. Upon payment to the Town of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to, or as directed by, the Underwriter and the proceeds received by the Town from the sale of the Bonds shall be applied as a supplemental appropriation by the Town for payment of the costs of issuance of the Bonds (including the payment of the premiums due in connection with the issuance

of the Bond Insurance Policy and the Reserve Surety Bond) and thereafter for deposit to the Reserve Account, the amount, if any, necessary to fund the Reserve Account in the amount of the Required Reserve, with the balance for deposit to the Project Account. The moneys deposited into the Project Account shall be used to pay the costs of the Improvement Project. Upon completion of the Improvement Project, the balance of moneys in the Project Account, if any, shall be transferred to the Bond Account.

Section 11. Deposit of Gross Revenues. The Town shall deposit to the Water Fund all Gross Revenue immediately upon receipt. The Town shall pay from the Water Fund all Operation and Maintenance Expenses as they become due and payable. After such payments, the Town shall apply the Net Revenues in the following order of priority:

FIRST, to the credit of the Bond Account, the amounts required by the Section hereof titled "Bond Account", and to the credit of any other account established for the payment of the principal of, premium if any, and interest on Parity Lien Obligations, the amounts required by the instruments authorizing or controlling the payment of such Parity Lien Obligations;

SECOND, to the credit of the Reserve Account, the amounts required by the Section hereof entitled "Reserve Account" and any similar reserve account established to prevent a default in the timely payment of Parity Lien Obligations;

THIRD, to the payment and reimbursement of all amounts due in connection with the Reserve Surety Bond and any similar surety or reserve account contract for Parity Lien Obligations;

FOURTH, to the credit of any other fund or account hereafter established for the payment of the principal of, premium, if any, and interest on subordinate lien obligations, including any sinking fund, reserve fund, or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the subordinate lien obligations; and

FIFTH, to the credit of any other fund or account as may be designated by the Town, to be used for any lawful purpose, any moneys remaining in the Water Fund after the payments and accumulations set forth in First through Fourth above.

Section 12. Bond Account.

(a) ***Use of Moneys in Bond Account.*** Moneys deposited in the Bond Account shall be used solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds.

(b) ***Deposits to Bond Account.*** On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the Town shall credit to the Bond Account from the Net Revenues, an amount equal to the Pro Rata Portion of the interest and principal to come due on the Bonds on the next succeeding Interest Payment Date and Principal Payment Date, respectively. All deposits to the Bond Account shall first be allocated to the payment of interest to come due on the Bonds.

Section 13. Reserve Account.

(a) ***Use of Money in Reserve Account.*** Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium if any, or interest on the Bonds, and the Reserve Account is hereby pledged to the payment of the Bonds. In the event the amounts credited to the Bond Account are insufficient to pay the principal of, premium if any, or interest on Bonds when due, the Town shall transfer from the Reserve Account to the Bond Account an amount which, when combined with moneys therein, will be sufficient to make such payments when due.

(b) ***Maintenance of Reserve Account.*** The Reserve Account shall be maintained in the amount of the Required Reserve. If at any time the amount of the Reserve Account is less than the Required Reserve, the Town shall deposit to the Reserve Account from Net Revenues, amounts sufficient to bring the amount credited to the Reserve Account to the Required Reserve. Such deposits shall be made as soon as possible after such use, but in accordance with and subject to the limitations of the Section hereof entitled "Deposit of Gross Revenues."

(c) ***Permitted Investments and Reserve Surety Bond.*** The Required Reserve shall be funded and maintained by any one of or any combination of cash, Permitted Investments, or a Reserve Surety Bond; provided any cash or Permitted Investments shall transferred from the Reserve Account to the Bond Account prior to any demand being made on the Reserve Surety Bond. A Reserve Surety Bond shall satisfy the Required Reserve Amount by the amount payable to the Town pursuant to the Reserve Surety Bond. Investments purchased with funds credited to the Reserve Account shall be subject to any further limitations required by the Bond Insurer. So long as the amount of the Reserve Account is equal to the Required Reserve, all interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be credited to the Bond Account; provided that if the amount of the Reserve Account is less than the Required Reserve, then such interest income shall be credited to the Reserve Account.

Section 14. Pledge and Lien for Payment of Bonds.

(a) ***Pledge of Revenues.*** The Town hereby pledges for the payment of the principal of, premium, if any, and interest on the Bonds at any time outstanding, and grants an irrevocable and first lien for such purpose on Net Revenues and on all moneys on deposit in the Reserve Account; provided however, the first lien on Net Revenues is not exclusive if Parity Lien Obligations are issued. These pledges shall be valid and binding from and after the date of the first delivery of the Bonds, and the moneys, as received by the Town and hereby pledged, shall immediately be subject to the lien of the respective pledges without any physical delivery thereof, any filing, or further act.

(b) ***Superior Liens Prohibited.*** With the exception of any superior liens in existence as of the date hereof, the Town shall not pledge or create any other lien on the revenues and moneys pledged pursuant to the preceding paragraph (a) of this Section hereof that is superior to the pledge thereof or lien thereon pursuant to such paragraph.

(c) ***Subordinate Liens Permitted.*** Nothing herein shall prohibit the Town from issuing subordinate lien obligations and pledging or creating a lien on the revenues and moneys pledged and the lien created pursuant paragraph (a) of this Section that is subordinate to the pledge thereof or lien thereon pursuant to paragraph (a) of this Section; provided that no Event of Default shall have occurred and be continuing.

(d) ***No Prohibition on Additional Security.*** Nothing herein shall prohibit the Town from applying any legally available revenues that are not Net Revenues to the payment of the Bonds (and thereby subjecting the moneys so deposited to the pledge made and lien granted in paragraph (a) of this Section).

(e) ***Bonds Are Special, Limited Obligations of the Town.*** The Owners may not look to any general or other fund of the Town for the payment of the principal of or interest on the Bonds, except the funds and accounts pledged thereto by this Ordinance, and the Bonds shall not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or Charter limitation, nor shall they be considered or held to be general obligations of the Town.

Section 15. Parity Lien Obligations. The Town shall not issue Parity Lien Obligations having a lien which is on a parity with the lien of the Bonds set forth in paragraph (a) of the Section hereof titled “Pledge and Lien for Payment of Bonds” unless all of the following conditions are satisfied:

(a) ***Parity Lien Test.*** The Mayor or other Town official or employee designated in writing by the Mayor certifies in writing that either:

(i) the proceeds of the proposed Parity Lien Obligations will be used to refund the Bonds, or other Parity Lien Obligations, and the maximum annual principal of and interest due on the proposed Parity Lien Obligations is not greater than the maximum annual principal of and interest due on the Bonds, or other outstanding Parity Lien Obligations, that will be refunded; or

(ii) the Net Revenues for any 12 consecutive months in the 18 months immediately preceding the month in which such certification is delivered (referred to in this clause as the “test period”) have been equal to at least 110% of the sum of the Combined Maximum Annual Principal and Interest Requirements on the Bonds and any outstanding Parity Lien Obligations, and the proposed Parity Lien Obligations during each calendar year following the date of issuance of the proposed Parity Lien Obligations; provided that in calculating the Net Revenues during the test period, the Town may add an amount by which the Town reasonably estimates the Net Revenues would have been increased during the test period from any increase in rates, fees, and charges for services furnished by or the use of the System during or since said test period, the effect of which is to estimate a sum which would have been realized had the increase been in effect during the entire test period.

(b) **No Event of Default.** The Mayor (or other Town official or employee designated in writing by the Mayor) certifies in writing that no Event of Default has occurred and is continuing and that the Town is current in the accumulation of all amounts required to be then accumulated in the Bond Account and the Reserve Account, as required by this Ordinance

(c) **Refunding Obligations.** Notwithstanding the foregoing, the Town may issue refunding obligations payable out of, or secured by a lien on, the Net Revenues without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year.

Section 16. Additional General Covenants. In addition to the other covenants of the Town contained herein, the Town hereby further covenants for the benefit of Owners of the Bonds that:

(a) **Maintenance of Water Activity Rates and Coverage.** The Town hereby covenants that it will establish, maintain, enforce, and collect rates, fees, and charges for services furnished by or the use of the System to create Gross Revenue each Fiscal Year sufficient to pay Operation and Maintenance Expenses and to create Net Revenues in an amount: (a) equal to not less than 110% of the amount necessary to pay when due the principal of and interest on the Bonds and any Parity Lien Obligations coming due during such Fiscal Year; (b) sufficient to make up any deficiencies in the Reserve Account; and (c) sufficient to make any required reimbursement due in connection with the Reserve Surety Bond. In the event that the Gross Revenue at any time is not sufficient to make such payments, the Town shall promptly increase such rates, fees, and charges to an extent which will ensure the payments and accumulations required by this Ordinance.

(b) **Efficient Operations.** The Town will continue to operate and manage the System in an efficient and economical manner in accordance with all applicable laws, rules and regulations, and keep and maintain separate accounts of the receipts and expenses thereof in such manner that the Net Revenues may at all times be readily and accurately determined.

(c) **No Free Service.** Upon the occurrence of an Event of Default and for so long as the Event of Default is continuing, the Town will furnish no free service from the System, and if the Town shall use the facilities of the System for its own purposes, it shall pay monthly a fair and reasonable amount for such service. In no event shall the Town be required to meter its use nor shall the Town be required to pay a greater amount than would be charged a private consumer for the same amount of service. The Town shall include in its annual appropriation and budget amounts sufficient to pay for all service so used.

(d) **Sale or Alienation of Property.** The Town will not sell or alienate any of the property constituting any part or all of the System in any manner or to any extent as might reduce the security provided for the payment of the Bonds, but the Town may sell any portion of such property which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operations;

provided however, that the proceeds of any such sale of System property shall be included as part of the Gross Revenue.

(e) **Billing and Enforcement.** The Town will promptly render bills for services furnished by or the use of the System, shall use all legal means to assure prompt payment thereof, shall take such action as may be necessary to make delinquent rates, fees, and charges of the System a lien upon the real property served, and to the extent permitted by law, shall discontinue service to any user who becomes delinquent in the payment of such charges until the delinquency and all interest, costs, and expenses incident thereto have been paid in full; provided however, as long as the Town is compliance with paragraph (a) of this Section regarding maintenance of the required coverage level and no Event of Default has occurred and is continuing, in the event of unforeseen circumstances such as the widespread occurrence of an infectious disease, the Council shall have the ability to temporarily defer or waive the payment of delinquent rates, fees and charges, or the pursuit of actions customarily taken in connection with bills for services furnished by or the use of the System.

(f) **Audits.** At least once a year in the time and manner provided by law, the Town will cause an audit to be performed of the records relating to the revenues and expenditures of the System. Such audit may be made part of and included within the general audit of the Town, and made at the same time as the general audit. In addition, at least once a year in the time and manner provided by law, the Town will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(g) **Insurance.** The Town will carry fire and extended coverage, workers' compensation, public liability, and such other forms of insurance on insurable System property as would ordinarily be carried by utilities having similar properties of equal value, such insurance being in such amounts as will protect the System and its operations. In the event of any loss or damage to the System, or in the event part or all of the System is taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing or repairing the property lost, damaged or taken, and the remainder thereof, if any, shall be considered as Gross Revenue; provided however, that if the Council determines that the operation of the System and the security for the Bonds will not be adversely affected thereby, the Town Council may determine not to restore, replace or repair the property lost, damaged or taken and all of the insurance proceeds or condemnation award shall be considered as Gross Revenue.

(h) **Enterprise Status.** The Town has and will continue to maintain the System as an "enterprise" within the meaning Article X, Section 20 of the Colorado Constitution; provided, however, after the current calendar year the Town may disqualify the System as an "enterprise" in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made pursuant to this Ordinance with respect to the Bonds. In the event that the System is disqualified as an enterprise and the enforceability of the covenants made pursuant to this Ordinance are materially, adversely affected, the Town covenants to (i) immediately take all actions necessary to qualify

System as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and (ii) permit the enforcement of the covenants made herein.

(i) ***Book-Entry Registration.*** The DTC Blanket Letter of Representations previously entered into with DTC shall govern the book-entry registration system for the Bonds.

Section 17. Federal Tax Covenants. For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the Town hereby covenants that:

(a) ***Prohibited Actions.*** The Town will not use or permit the use of any proceeds of the Bonds or any other funds of the Town from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Bond to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions.*** The Town will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the Town on the Bonds shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the Town represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds will not be used in a manner that will cause the Bonds to be considered “private activity bonds” within the meaning of the Code, (ii) the Bonds are not and will not become directly or indirectly “federally guaranteed,” and (iii) the Town will timely file Internal Revenue Form 8038G which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) ***Tax Letter of Instructions.*** The Town will comply with the Tax Letter of Instructions delivered to it on the date of issuance of the Bonds, including but not limited by the provisions of the Tax Letter of Instructions regarding the application and investment of Bond proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Letter of Instructions; provided that, in the event the Tax Letter of Instructions are superseded or amended by new Tax Letter of Instructions drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Letter of Instructions will not cause the interest on the Bonds to become includible in gross income for federal income tax purposes, the Town will thereafter comply with the new Tax Letter of Instructions.

Section 18. Defeasance. Any Bond shall not be deemed to be outstanding hereunder if it shall have been paid and cancelled or if cash or Federal Securities shall have been deposited in trust for the payment thereof (whether upon or prior to the maturity of such Bond, but if such Bond is to be paid prior to maturity, the Town shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the

Town may include interest to be earned on the Federal Securities. If less than all the Bonds are to be defeased pursuant to this Section, the Town, in its sole discretion, may select which of the Bonds shall be defeased.

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Town, and all covenants, agreements and other obligations of the Town to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

Section 19. Events of Default. With respect to the Bonds, each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal or Interest.*** The failure to make any payment of principal of, premium, if any, or interest on the Bonds when due hereunder;

(b) ***Material Covenant Breach.*** A breach by the Town of any material covenant set forth herein relating to the Bonds or failure by the Town to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 60 days after receipt by the Town Attorney of the Town of written notice thereof from the Paying Agent or from the Owners of at least 10% in principal amount of the outstanding Bonds;

(c) ***Cross Defaults.*** The occurrence and continuance of an “event of default,” as defined in any Ordinance providing for the issuance of Parity Lien Obligations; or

(d) ***Appointment of Receiver.*** An order or decree is entered by a court of competent jurisdiction appointing a receiver for all or any portion of the revenues and moneys pledged for the payment of the Bonds pursuant hereto is entered with the consent or acquiescence of the Town or is entered without the consent or acquiescence of the Town but is not vacated, discharged or stayed within thirty days after it is entered.

Section 20. Remedies for Events of Default.

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the Owners of not less than 25% in principal amount of the applicable Bonds then outstanding for which the Event of Default has occurred, may proceed against the Town to protect and to enforce the rights of any Owner of the applicable Bonds under this Ordinance by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such bond; (ii) for the appointment of a receiver or an operating trustee; (iii) for the specific performance of any covenant contained herein; (iv) to enjoin any act that may be unlawful or in violation of any right of any Owner of any Bond; (v) to require the Town to act as if it were the trustee of an express trust; (vi) for any other proper legal or equitable remedy as such Owner may deem most effectual to protect their rights; or (vii) any combination of such remedies or as otherwise may be authorized by any statute or other provision of law;

provided, however, that acceleration of any amount not yet due on the Bonds according to their terms shall not be an available remedy. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the applicable Bonds then outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of Owners of Bonds hereunder may collect, receive and apply all revenues and moneys pledged for the payment of the Bonds pursuant hereto arising after the appointment of such receiver or operating trustee in the same manner as the Town itself might do.

(b) ***Failure To Pursue Remedies Not a Release; Rights Cumulative.*** The failure of any Owner of any Bond then outstanding to proceed in any manner herein provided shall not relieve the Town of any liability for failure to perform or carry out its duties hereunder. Each right or privilege of any such Owner or trustee therefor is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity. Nothing herein affects or impairs the right of any Owner of any Bond to enforce the payment of the debt service due in connection with his or her Bond or the obligation of the Town to pay the debt service of each Bond to the Owner thereof at the time and the place specified herein.

(c) ***Obligations of Town and Paying Agent in Connection With Events of Default.*** Upon the occurrence and continuation of any of Events of Default: (i) the Town shall take all proper acts to protect and preserve the security for the payment of the Bonds and to insure the payment of debt service on the Bonds promptly when due; and (ii) the Town and the Paying Agent shall give the Owners of the Bonds then outstanding notice by first-class mail or by electronic means to DTC or its successors of (A) any default in the payment of, premium, if any, or interest on the Bonds immediately after discovery thereof; and (B) any other Event of Default within 30 days after discovery thereof. During the continuation of any Event of Default, except to the extent it may be unlawful to do so, all revenues and moneys pledged for the payment of the Bonds pursuant hereto shall be held for and applied to the debt service on all Bonds on an equitable and prorated basis. If the Town fails or refuses to proceed as provided in this paragraph, the Owners of not less than 25% in principal amount of the Bonds then outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as provided in this paragraph; and to that end any such rights of Owners of Bonds then outstanding shall be subrogated to all rights of the Town under any agreement or contract involving the revenues and moneys pledged for the payment of the Bonds pursuant hereto that was entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are outstanding. Nothing herein requires the Town to proceed as provided in this paragraph if it determines in good faith and without any abuse of its discretion that such action is likely to affect materially and prejudicially the Owners of the Bonds then outstanding.

(d) ***Bond Insurer.*** To the extent that this Ordinance confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance,

the Bond Insurer is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder. Upon the occurrence and continuance of an Event of Default, so long as it is not in default of its obligations under the Bond Insurance Policy, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Ordinance and pursuant to State law.

Section 21. Bond Insurance. Upon the recommendation of the Underwriter based upon market conditions and the rating on the Bonds, one or more bond insurers may be requested to submit bids to issue the Bond Insurance Policy. In the event that the Sale Delegate determines, based upon information provided by the Underwriter, that the lowest acceptable premium bid for issuance of the Bond Insurance Policy is less than the interest cost savings to be realized by the Town as a result of the issuance of the Bond Insurance Policy, the Sale Delegate may accept the Commitment issued by the lowest acceptable bidder and the Bonds shall be issued insured by the Bond Insurance Policy issued by such lowest acceptable bidder, who may be deemed to be the Bond Insurer hereunder. In the event the Sale Delegate determines, based upon information provided by the Underwriter that the lowest acceptable premium bid for the Bond Insurance Policy is more than the interest cost savings to be realized by the Town as a result of the issuance of the Bond Insurance Policy, the Bonds shall be issued without bond insurance. If the Bonds are issued insured by the Bond Insurance Policy, the officers and employees of the Town are hereby authorized and directed to take all actions necessary to cause the Bond Insurer selected to issue the Bond Insurance Policy in accordance with the Commitment, including without limitation, payment of the premium due in connection therewith and entering into any authorizing agreements. For purposes of this Section, the term "lowest acceptable premium bid" means the lowest bid submitted which is not conditioned upon the Town's compliance with conditions deemed unacceptable by the Sale Delegate, and the term "lowest acceptable bidder" means the bidder submitting the lowest acceptable premium bid.

Section 22. Amendment of Ordinance.

(a) *Amendments Permitted Without Notice to or Consent of Owners.* The Town may, without the consent of or notice to the Owners of the Bonds, adopt one or more ordinances amending or supplementing this Ordinance, which ordinances shall thereafter become a part hereof, for any one or more or all of the following purposes:

- (i) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision of this Ordinance;
- (ii) to subject to this Ordinance additional revenues, properties or collateral;
- (iii) to facilitate the designation of a substitute securities depository or to terminate the book-entry registration system for the Bonds;
- (iv) to facilitate the issuance of Parity Lien Obligations; and
- (v) to make any other change that does not materially adversely affect the Owners of the Bonds.

(b) ***Amendments Requiring Notice to and Consent of Owners.*** Except for amendments permitted by paragraph (a) of this Section, this Ordinance may only be amended (i) by an ordinance of the Town amending or supplementing this Ordinance (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66-2/3% in aggregate principal amount of the Bonds then outstanding; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such bond: (A) a change in the maturity of such bond; (B) a reduction of the interest rate on such bond; (C) a change in the terms of redemption of such bond; (D) a delay in the payment of principal of, premium, if any, or interest on such bond; (E) the creation of any pledge of or lien upon any revenues or moneys pledged for the payment of such bond hereunder that is superior to the pledge and lien for the payment of such bond hereunder; (F) a relaxation of the conditions to the issuance of Parity Lien Obligations or to the creation of any pledge of or lien upon any revenues or moneys pledged for the payment of such bond hereunder that is equal to or on a parity with the pledge and lien for the payment of such bond hereunder; (G) a reduction of the principal amount or percentage of Bonds whose consent is required for an amendment to this Ordinance; or (H) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such bond.

(c) ***Bond Insurance.*** Notwithstanding the foregoing, the Bond Insurer's consent shall be required in addition to the consent of Owners, when required, for the following purposes: (i) execution and delivery of any supplemental Ordinance or any amendment, supplement or change to or modification of this Ordinance; (ii) removal of the Paying Agent and selection and appointment of a successor; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires the consent of Owners.

(d) ***Procedure for Notifying and Obtaining Consent of Owners.*** Whenever the consent of an Owner or Owners of Bonds is required under the preceding paragraph (b) of this Section, the Town shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent or by electronic means to DTC or its successors and to the Underwriter, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the Town Clerk for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of sixty days after it is delivered to the Town unless another time period is stated for such purpose in the notice mailed pursuant to this paragraph.

Section 23. Findings and Determinations; Limitation of Actions. The Council hereby finds, determines and declares that it is in the best interest of the Town and its residents that the Bonds be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided herein. The Council elects to apply all of the provisions of the Supplemental Public Securities Act. In accordance with Section 11-57-212, C.R.S., no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds more than thirty days after the authorization of such securities.

Section 24. Appointment and Duties of Paying Agent. The Paying Agent is hereby appointed as paying agent, registrar and authenticating agent for the Bonds unless and until the Town removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor. The Paying Agent, by accepting its duties as such, agrees to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof. The appointment and acceptance of the duties of Paying Agent hereunder may be affected through the execution of an agreement between the Town and the Paying Agent.

Section 25. Approval of Miscellaneous Documents. The Mayor, the Town Clerk, the Sale Delegate and all other officers of the Town are hereby authorized and directed to execute all documents and certificates necessary or desirable to effectuate the issuance of the Bonds and the transactions contemplated hereby including, but not limited to, the execution of the Bond Purchase Agreement, the Paying Agent and Registrar Agreement, the Commitment, the and the Continuing Disclosure Undertaking in substantially the forms presented to this meeting of the Council, as well as the Commitment, the standard form of repayment agreement required by the Bond Insurer in connection with the issuance of the Reserve Surety Bond and such certificates and affidavits as may be reasonably required in connection with the issuance of the Bonds. The execution by any member of the Council of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof.

Section 26. Official Statement. The Preliminary Official Statement is hereby authorized and approved. The Preliminary Official Statement is hereby deemed by the Council to be final as of its date within the meaning of Rule 15c2-12(b)(1) of the U.S. Securities and Exchange Commission. The Council hereby authorizes the preparation and distribution of a final Official Statement in conjunction with an offer of the Bonds to the public. The Official Statement shall contain such corrections and additional or updated information so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Mayor is hereby authorized to execute copies of the Preliminary Official Statement and the Official Statement on behalf of the Town.

Section 27. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council or by the officers and employees of the Town directed toward the issuance of the Bonds for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 28. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this section, is to be made or is to occur on a day that is not a Business Day shall instead be made or occur on the next succeeding day that is a Business Day.

Section 29. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 30. Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the Owners and the Town, and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 31. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 32. Repealer. All orders, bylaws, ordinances, and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 33. Publication, Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado this 1 day of July, 2024.

ATTEST:



TOWN OF JOHNSTOWN

Hannah Hill, Town Clerk

Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado this _____ day of _____, 2024.

ATTEST:

TOWN OF JOHNSTOWN

Hannah Hill, Town Clerk

Michael P. Duncan, Mayor

APPENDIX A

FORM OF THE BOND

UNITED STATES OF AMERICA
STATE OF COLORADO

No. R-_____

\$ _____

TOWN OF JOHNSTOWN, COLORADO
ACTING BY AND THROUGH ITS WATER UTILITY ENTERPRISE
WATER REVENUE BOND
SERIES 2024

Interest Rate:

Maturity Date:

Dated Date:

CUSIP:

%

_____, 2024

REGISTERED OWNER: Cede & Co.

Tax Identification Number: 13-2555119

PRINCIPAL SUM: _____ DOLLARS

TOWN OF JOHNSTOWN, COLORADO, in the State of Colorado, a duly organized and validly existing Town and political subdivision of the State of Colorado, acting by and through its Water Utility Enterprise (the "Town"), for value received, hereby promises to pay to the order of the registered owner named above or registered assigns, solely from the special funds as hereinafter set forth, on the maturity date stated above, the principal sum stated above, in lawful money of the United States of America, with interest thereon from the Dated Date stated above, at the interest rate per annum stated above, payable on June 1 and December 1 of each year, commencing December 1, 2024, the final installment of the principal of and interest on this bond being payable to the registered owner hereof upon presentation and surrender of this bond at UMB Bank, n.a., as Paying Agent (the "Paying Agent"), at such location as identified by the Paying Agent. Prior to the final installment of principal and interest on this bond, this bond is payable by check or draft of the Paying Agent mailed on the Principal Payment Date or the Interest Payment Date to the Owner thereof as of the Record Date to the registered owner hereof as of the close of business on the fifteenth day of the month (whether or not such day is a Business Day) preceding the interest payment date.

This bond is one of an issue of bonds of the Town designated Water Revenue Bonds, Series 2024, issued in the principal amount of \$_____ (the "Bonds"). The Bonds are being issued by the Town for the purpose of financing certain water improvements, pursuant to and in full conformity with the Constitution and laws of the State of Colorado and an ordinance (the "Ordinance") duly adopted by the Town prior to the issuance hereof.

[The redemption provisions provided in the Ordinance shall be set forth in this place.]

The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of the Bonds shall be recorded. The person in whose name this bond shall be registered on such registration books shall be deemed to be the absolute owner hereof for all purposes, whether or not payment on this bond shall be overdue, and neither the Town nor the Paying Agent shall be affected by any notice or other information to the contrary. This bond may be transferred or exchanged, at the principal operations office of the Paying Agent or at such other location as identified by the Paying Agent, for a like aggregate principal amount of the Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a transfer fee, any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith.

The Town pledges for the payment of the principal of, premium, if any, and interest on the Bonds at any time outstanding, and grants an irrevocable and first lien for such purpose on Net Revenues and on all moneys on deposit in the Reserve Account; provided however, the first lien on Net Revenues is not exclusive if Parity Lien Obligations are issued.

This bond is issued pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Bond is issued pursuant to the Charter, Title 37, Article 45.1, C.R.S. and Title 11, Article 57, Part 2, C.R.S. Such recital shall conclusively impart full compliance with all provisions and limitations of such laws, and this Bond issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value. This bond, including the interest hereon, is payable solely from and secured solely by the special funds provided in the Ordinance and shall not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or statutory limitation, nor shall this bond be considered or held to be a general obligation of the Town.

THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE TOWN. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

The Town agrees with the owner of this bond and with each and every person who may become the owner hereof, that it will keep and perform all the covenants and agreements contained in the Ordinance.

The Ordinance may be amended or supplemented from time to time with or without the consent of the registered owners of the Bonds as provided in the Ordinance.

It is hereby certified that all conditions, acts and things required by the Constitution and laws of the State of Colorado, and the ordinances of the Town, to exist, to happen and to be performed, precedent to and in the issuance of this bond, exist, have happened and have been performed, and that the Bonds do not exceed any limitations prescribed by said Constitution or laws of the State of Colorado, or the ordinances of the Town.

This bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, Town of Johnstown, Colorado, acting by and through its Water Utility Enterprise, has caused this bond to be signed in the name and on behalf of the Town with the manual or facsimile signature of the Mayor, to be sealed with the seal of the Town or a facsimile thereof and to be attested by the manual or facsimile signature of the Town Clerk.

TOWN OF JOHNSTOWN, COLORADO

By [Manual or Facsimile Signature]
Mayor

Attest:

By [Manual or Facsimile Signature]
Town Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

Date of Authentication: _____.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Representative

[STATEMENT OF INSURANCE]

[If the Sale Certificate provides for the purchase of a Bond Insurance Policy, the related Statement of Insurance required by the Commitment shall be set forth herein.]

CERTIFICATE OF TRANSFER

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Transfer Fee May Be Required

PAYING AGENT AND REGISTRAR AGREEMENT

In consideration of the mutual promises and covenants and subject to the terms, conditions, and covenants hereinafter recited, **THE TOWN OF JOHNSTOWN, COLORADO**, acting by and through its Water Utility Enterprise (the “Town”), hereby appoints **UMB BANK, N.A.**, Denver, Colorado (the “Bank”), and the Bank accepts such appointment, as Paying Agent (the “Paying Agent”) for the Town’s Water Revenue Bonds, Series 2024, issued in the aggregate principal amount of \$[] and dated [], 2024 (the “Bonds”). The Town also appoints the Bank, and the Bank accepts such appointment, as the authenticating registrar (the “Registrar”) for the Bonds.

Section 1. The Bank hereby accepts all duties and responsibilities required or permitted to be performed by the Registrar and/or Paying Agent as provided in the ordinance authorizing the issuance of the Bonds (the “Ordinance”), adopted by the Town Council of the Town (the “Council”), acting in such capacity and as the governing Board of the Town’s Water Utility Enterprise, and shall be subject to the provisions and limitations thereof. Such Ordinance is incorporated herein by reference and capitalized terms used but not otherwise defined herein shall have the respective meanings provided in the Ordinance.

Section 2. The Bank understands and acknowledges that, by reason of the execution hereof, it has assumed a role of agent with respect to the disbursements of funds received from the Town for the purpose of paying the principal of and interest due on the Bonds. The Bank shall receive and disburse such funds solely in accordance with the terms and provisions hereof, and shall remit to the Town the funds not necessary for the purpose of making the aforesaid payments on the Bonds after any particular Due Date, as defined in Section 5 hereof.

Section 3. The Bank shall establish the registration books for the Bonds and thereafter maintain such books in accordance with the provisions of the Ordinance. The Town shall be permitted to review the registration books at any time during the regular business hours of the Bank and, upon written request to the Bank, shall be provided a copy of the list of registered owners of the Bonds. Upon expiration or other termination of this Agreement, in the event that the Bonds are no longer held in book-entry form, the Bank shall promptly return such registration books to the Town.

Section 4. The Bank shall establish a “Cost of Issuance” account to pay costs of issuance associated with the issuance of the Bonds. Funds shall be disbursed by the Bank from the Costs of Issuance account upon written direction from the Town in accordance with the closing memorandum prepared by the Underwriter, which shall summarize the approved costs. The Bank may rely conclusively on any such direction and shall not be required to make any independent investigation in connection therewith. Any amounts remaining in such account within 60 days of the date of this Agreement shall be transferred to the Town (to be deposited by the Town into the Bond Account pursuant to the Ordinance) at its written direction.

Section 5. The Bank shall make payments of principal and interest on the Bonds on each date established for payment thereof (each, a “Due Date”). Prior to a Due Date, the Town shall furnish funds to the Bank in amounts sufficient to pay all amounts due. Such funds shall be used by the Bank solely for the purpose of paying the principal of and interest on the Bonds in

accordance with their terms and the provisions of the Ordinance and the Sale Certificate. The Bank shall have no duty to make any payments prior to any Due Date or until funds necessary to cover all payments due on the Due Date have been deposited with it. The Bank shall not be required to advance its own funds for any payments in connection with the Bonds. The Bank shall not be required to invest or to pay interest on any funds of the Town for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 6. The Bank shall be entitled to payments from the Town of its fees and reasonable expenses for acting as Paying Agent and Registrar in accordance with the fee schedule attached hereto as Exhibit A, and such fees and expenses shall be paid notwithstanding that the Bonds have been refunded or otherwise refinanced at the time the payment is due. To the extent the Bank is requested or required to perform services not contemplated by this Agreement, the Town shall pay additional compensation to or reimburse the Bank for its reasonable out-of-pocket and extraordinary expenses (including reasonable legal fees and expenses), disbursements and advances incurred or made by the Bank in the performance of its duties under this Agreement.

Section 7. Within one year after the final maturity date of the Bonds, the Bank shall present a final statement and shall return any unclaimed funds to the Town. All cancelled Bonds and blank, unused certificates retained by the Bank shall be cancelled in accordance with the customary practices of the Paying Agent and applicable retention laws. In the event that the Bonds are no longer held in book-entry form, the final statement shall include a list of any unpaid Bonds and any outstanding or unclaimed interest checks.

Section 8. The Bank may resign at any time by giving prior written notice of such resignation to the Town at its last known address, and thereupon such duties as Paying Agent shall cease not sooner than 30 days following the Town's receipt of such notice. The Town shall appoint a successor agent and, upon such successor appointment, the Paying Agent shall deliver to the successor agent all its funds, documents, files and records relating to the Bonds. If a successor agent is not appointed within 90 days, the Bank may petition a court of competent jurisdiction to appoint a successor agent. The successor agent shall notify the registered owners of the Bonds of any change in agents as soon as the successor agent is appointed.

Section 9. This Agreement shall terminate upon delivery of the final statement described in Section 7 hereof or upon removal of the Paying Agent as provided in the Ordinance.

Section 10. The terms and conditions of this Agreement may be amended only by written agreement between the Town and the Bank adopted in the same manner as this Agreement. The Town shall file with the Bank certified copies of all future amendments to the Ordinance or other documents pertaining to the Bonds after the date of this Agreement.

Section 11. Any company or national banking association into which the Bank may be merged or converted or with which it may be consolidated or any company or national banking association resulting from any merger, conversion or consolidation to which it shall be a party or any company or national banking association to which the Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible, shall be successor to such Bank without the execution of filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 12. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 13. This Agreement shall be governed by the internal laws of the State of Colorado without regard to its choice of law analysis. Both parties hereto (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the District Court, City and County of Denver, Colorado; (ii) waive any objection to the venue of any such suit, action or proceeding and the right to assert that such forum is not a convenient forum; and (iii) irrevocably consent to the jurisdiction of the District Court, City and County of Denver, Colorado in any such suit, action or proceeding.

Section 14. Any notice or other communication to be given to the Town or the Bank under this Agreement may be given by delivering the same in writing, either electronically, by facsimile or by mail, postage prepaid, to the following:

To the Bank:

UMB Bank, n.a.
1670 Broadway
Denver, CO 80202
Attention: Corporate Trust and Escrow Services
Telephone: 303.839.2216
Facsimile: 303.764.3699
Email: Sarah.Radomicki@umb.com

To the Town:

Town of Johnstown, Colorado
450 S. Parish Ave.
Johnstown, Colorado 80534
Attention: Town Manager
Telephone: 970.587.4664
Email: notices@johnstownco.gov

Section 15. This Agreement shall be dated as of the date of the Bonds set forth above.

Section 16. The Bank shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Bank (except as may result from the Bank's own negligence or willful misconduct). The Town represents that it is prohibited by the Colorado Constitution, the Johnstown Home Rule Charter, the Johnstown Municipal Code and state law from entering into indemnification obligations without appropriations in its budget which it has not made for this Agreement. Accordingly, only to the extent permitted by law, the Town agrees to indemnify the Bank, its directors, officers, employees and agents for, and to hold each of them harmless against, any loss, liability or expense, incurred without negligence, bad faith or willful misconduct arising

out of or in connection with its or their performance of their duties under this Agreement, as well as the reasonable costs and expenses of defending against any claim or liability relating thereto. This indemnity shall survive payment of all of the Bonds and, if applicable, the resignation or removal of the Bank. The Bank shall not be liable for any loss or damage, including reasonable counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage arising out of its own negligence or willful misconduct. The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

Section 17. The Bank may pay at maturity or redemption or issue new certificates to replace certificates represented to the Bank to have been lost, destroyed, stolen or otherwise wrongfully taken, but may first require the registered owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the Bank indemnifying the Bank.

Section 18. In order to comply with provisions of the USA PATRIOT Act of 2001, or the Foreign Account and Tax Compliance Act, either as amended from time to time, the Bank may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

[Remainder of page left intentionally blank]

[SEAL]

TOWN OF JOHNSTOWN, COLORADO, acting
by and through its Water Utility Enterprise

By _____
Mayor

Attest:

By _____
Town Clerk

UMB BANK, N.A., as Paying Agent

By _____
Authorized Officer

[Signature Page to Paying Agent and Registrar Agreement]

EXHIBIT A
to
PAYING AGENT AND REGISTRAR AGREEMENT
(Attach Bank Fee Schedule)



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #5.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Resolution 2024-31 Appointing Members To The Planning And Zoning Commission

ATTACHMENTS:

1. Resolution 2024-31
2. Candidate Applications

PRESENTED BY: Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The purpose of this agenda item is to bring forth the Planning and Zoning Commission’s (Commission) recommendations to fill their two vacant seats. Two members of the Commission resigned in May of this year.

BACKGROUND

Pursuant to Section 2-182 of the Johnstown Municipal Code, “the Planning and Zoning Commission shall consist of seven (7) members who shall be appointed at the discretion of the Town Council. The term of each appointed member shall be four (4) years or until his or her successor takes office. Members are not term limited.”

ANALYSIS

Upon resignation of the first commissioner, the Town Clerk advertised the vacancy on the Town website. During the open call for applications, the second resignation occurred. Six applications were submitted for consideration. On July 10, 2024, the Planning and Zoning Commission held a work session to interview five applicants, as one could not attend due to illness. At the conclusion of the interviews, the work session was adjourned, and the Commission convened their regular meeting. After due consideration, the Commission recommended Douglas Bailey and Bruce Abel be appointed to the Commission by the Town Council.

STRATEGIC PLAN ALIGNMENT:

- Organizational Excellence & Public Trust
 - *Strengthen public trust and confidence*
 - *Engage, inform and involve the community*

LEGAL ADVICE:

The Community that Cares

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2024-31.

Reviewed and Approved for Presentation,

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written over a horizontal line.

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-31**

**RESOLUTION APPOINTING MEMBERS TO THE
PLANNING AND ZONING COMMISSION**

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, Section 2-182 of the Johnstown Municipal Code provides that the Planning and Zoning Commission shall consist of seven (7) members who shall be appointed by the Town Council; and

WHEREAS, there are vacancies on the Planning and Zoning Commission; and

WHEREAS, based on the vote of the members of the Planning and Zoning Commission, the Town’s Planning and Development Director recommends that the Town Council appoint Douglas Bailey and Bruce Abel to the Planning and Zoning Commission; and

WHEREAS, after due consideration, the Town Council desires to appoint such persons to the Planning and Zoning Commission.

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

1. Douglas Bailey and Bruce Abel are hereby appointed to serve as members of the Planning and Zoning Commission.
2. The term of office for Douglas Bailey and Bruce Abel shall be as provided in the Johnstown Municipal Code.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

First Name

Bruce

Last Name

Abel

Residence Address (Street, City, State, Zip Code)

[REDACTED]

How long have you lived in Johnstown?

Johnstown

Current Occupation & Employer

retired

Please list your volunteer and/or work experience:

30 years air force retired 1966-1996, (20 years ordinance and weapons, 8 years QA inspections, 2 years division safety NCO, crash investigation and EOD, flight line training NCO, certified in F-16 egress, F-16 J129 engine inspector,) 10 years apartment maintenance manager, 6 years department of the interior architectural design, associates degree in architectural technology, privet carpentry business.

Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one(s)?

no

Why do you wish to be appointed?

johnstown is my home until the good lord calls me home and I want to help and johnstown grow and prosper and I want to make a difference.

List any abilities, skills, or interests which are applicable to the position for which you are applying:

associates degree in architectural technology, 6 years experience in design, construction experience, landscaping experience, common sense, and a desire to make a difference.

Are you committed to attending meetings, which generally happen in the evenings, 2-3 times a month?

Yes

Are you committed to serving an entire term?

Yes

Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee.

none

Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

associates degree in architectural technology

Please add any additional information or references you believe may be helpful in considering your application.

none

If you are not appointed at this time, are you interested in serving in the future?

Yes

May we contact you in the future if a vacancy opens?

Yes

What interests you most (or least) about the position?

I want to help grow and prosper Johnstown with common sense and an eye on the future.

What do you like most (or least) about the Town of Johnstown?

I love the small town feel, with growth

What would you like to see the Town accomplish in the next two (2) years?

safety for all who live in and visit our town, growth with common sense, convenience for shopping and dinning and living.

What is your philosophy on growth?

growth with common sense and not just with revenue in mind.

What changes would you like to see occur in the Town of Johnstown?

more along the lines of helping smooth out the rough spots and help make Johnstown a desired location to live and visit.

Why should you be appointed?

experience that could help, I love challenges, I feel I can add an additional element.

Signature

Bruce L. Abel

First Name

Douglas

Last Name

Bailey

Residence Address (Street, City, State, Zip Code)

[REDACTED]

Johnstown

How long have you lived in Johnstown?

20 months in our current home. This is our 5th Johnstown residence

Current Occupation & Employer

Self Employed, Applications Uniques Ltd.

Please list your volunteer and/or work experience:

Work:

7 years - home/commercial Insulation installation

2 years - civil engineering works - sub-division developments, commercial works etc...

7 years - ranching, farming

2 years - Electrical/electronic design engineering

4 years - Instrumentation Production engineering

5 years - Analytical Instrumentation Products Research and Development

5 years - Project/Business Management - Foreign Location

5 years - Architectural Design/construction Business management - Foreign Location

7 years - Regional Sales Management - Extensive travel through Asia and Pacific

5 Years - Investment in and management of International business entitles.

Volunteer Work/Community Support:

- Fund raising and project management of Habitat for Humanity projects - 7 houses in developing county

- Various projects including: - potable Water systems Development, cellular Communications for extreme remote communities, wharf construction, community center repair, elementary school repairs, etc...

Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one(s)?

No

Why do you wish to be appointed?

I am a Colorado Native. I grew up in the Mead/Johnstown area and have watched it develop since the late 1960s. I again own a home in Johnstown and am keen to see it continue to develop in a controlled and healthy fashion.

List any abilities, skills, or interests which are applicable to the position for which you are applying:

I have been, and continue to be, interested in the Johnstown, Weld County and Northern Colorado area. I grew up here, received my formal education here and have owned several homes here over the past several decades. I have spent my life building, designing, managing projects and traveling the world. I have observed and experienced development in various environments, much of that in Northern Colorado and much of it in countries around the world.

Are you committed to attending meetings, which generally happen in the evenings, 2-3 times a month?

Yes

Are you committed to serving an entire term?

Yes

Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee.

I do not believe I have any conflicts of interest outside of my own personal residence being located in the city of Johnstown

Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

I don't possess specific certificates, nor do I feel the need to acquire them, but I do carry several decades of relevant experience.

Please add any additional information or references you believe may be helpful in

considering your application.

I currently have major shareholdings in several international companies which I regularly visit. This could occasionally cause me to be out of town during a meeting. I am fully in control of my schedule and will endeavor to avoid travel which might conflict with a meeting, if it is possible. I can also ensure I am available to attend meetings via remote conference if I must be out of town during a scheduled meeting.

If you are not appointed at this time, are you interested in serving in the future?

Yes

May we contact you in the future if a vacancy opens?

Yes

What interests you most (or least) about the position?

Understanding how existing growth trends, new technologies and our local history may be melded into a sensible plan for growth management

What do you like most (or least) about the Town of Johnstown?

Johnstown is growing quickly but managing, to a great extent, to keep its historical small town look and feel

What would you like to see the Town accomplish in the next two (2) years?

I would like to see Johnstown strike balance in its ability to provide services to the community. In my opinion, new growth must come with associated expansion of capabilities for traffic management, potable water supply and wastewater treatment, police and fire emergency services, medical, commercial, industrial and education etc... Planning is critical to ensure that the community does not suffer from lack of services either due to explosive growth or from damages from unmitigated hazards.

What is your philosophy on growth?

Growth is generally necessary and good for a community but not at the cost of identity. It needs to be managed in a way that is sensitive to the existing character and the history of the area while ensuring services to members of the community are adequate.

What changes would you like to see occur in the Town of Johnstown?

Current active development in Johnstown is at a level that presents significant challenges for planning and management. I see Johnstown as being in need of more light industrial and commercial development to provide employment opportunities. I think Johnstown will

lose its character if it continues to develop into a bedroom community rather than developing its own employment base.

Why should you be appointed?

I have a long history with the Johnstown area, a keen interest specific to the town of Johnstown and I have many years of experience of both observing, and participating in, project development and community support services.

Signature

Douglas L. Bailey

First Name

John

Last Name

Miller

Residence Address (Street, City, State, Zip Code)

[REDACTED]

[REDACTED]

How long have you lived in Johnstown?

1 year on June 12th

Current Occupation & Employer

Regional Facilities Management Director- Kaiser Permanente (Starting June 2024)

Please list your volunteer and/or work experience:

Dynamic Executive level Facilities Management professional with over 18 years of Facilities Operations, Facilities Infrastructure, and Construction Project Management with key focuses in maintenance operations, FM technology, regulatory compliance, energy management, acquisitions, and policy/program implementation. Data driven leader with excellent communication and interpersonal skills with a focused emphasis on the Facilities Management industry. Proven history and success maximizing operational excellence, managing budgets, and conducting real-time data analysis while cultivating productivity in a sensitive, fast-paced industry. Assimilates quickly to new technologies and concepts to meet the demands of dynamic environments and client satisfaction.

September 2017 – Present Sr. Director Facilities Operations

Banner Health- Johnstown, CO

Member of Banner Health Facilities Services Leadership team with results driven focus in developing and implementing a Facilities Operations program for all 300+ hospitals, clinics and ambulatory surgery centers across 6 states.

- Executive Leader over 32 Medical Centers and 300+ ambulatory Clinics across 6 states
- Provide daily operational oversight for maintenance and regulatory components at all Banner facilities
- Deployed and managed standardization of key operational components such as facility preventative maintenance and asset management initiatives to support Facilities Operations.
- Managed RFP and contract negotiations for Operational vendors and contractors

- Ensure all policies and procedures speak to operational and regulatory requirements
- Developed and deployed a regulatory training program to address requirements as driven by the government
- Serves as Subject Matter Expert regarding operational and building code requirements
- Provided onsite and virtual education/training to personnel regarding all operational and regulatory procedures
- Managed infrastructure asset program and analyzed data for capital budgeting
- Collaborated with Development/Construction to ensure process alignment with transition of projects to operational state
- Present audit data/trends to Banner Executive Leadership teams for internal discussion on operational and regulatory liabilities.

Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one(s)?

No

Why do you wish to be appointed?

Last June, my wife and I decided to relocate our family from Phoenix Arizona to the wonderful community of Johnstown. We liked the small town feel but also the progressive direction the city is going with the various developments, shopping, parks and recreation, and overall future of the community. With having a 10-, 7-, and 2-year-old we have found our community to raise these children in over the next 20 years. I am a leader of people and visions; the position of Planning and Zoning Commission would allow me to be involved and collaborate with continuing the progression of Johnstown in an equitable fashion and influencing realistic goals and expectations.

List any abilities, skills, or interests which are applicable to the position for which you are applying:

KEY LEADERSHIP AREAS

Facilities Maintenance Client Relationship Management Organizational Leadership
Project/Program Management Strategic Planning & Scheduling Time & Task Management
Capital Analysis and Forecasting Controlled Physical Environments Technology
Management
Team Building/Leadership Quality Control/Assurance Budget Management

Are you committed to attending meetings, which generally happen in the evenings, 2-3

times a month?

Yes

Are you committed to serving an entire term?

Yes

Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee.

Children school activities. I am a remote worker and work at home, so this allows me the flexibility to attend local meetings.

Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

PROFESSIONAL ATTRIBUTES

- ♣ Proficient in Facilities Operations maintenance, infrastructure, construction, technology, and energy verticals
- ♣ Knowledgeable in various building codes such as IBC (Int'l Building Code), NFPA (Nat'l Fire Protection Association) ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) FGI (Facility Guidelines Institute), OSHA (Occupational Safety and Health Administration), and EPA (Environmental Protection Agency)
- ♣ Expertise in Computerized Maintenance and Asset Management software applications in a digital age.
- ♣ Strong analytical and management skills, leadership qualities, and solid technical communication abilities
- ♣ Demonstrates professional reliability, highly self-motivated with the ability to assume increased levels of responsibility to achieve outstanding results.
- ♣ Successful approach to problem identification, assessment, and resolution management
- ♣ Comprehensive project management skills with extensive supervision of hands-on construction and infrastructure projects
- ♣ Ability to work independently and take initiative within a team to meet larger goals
- ♣ Due diligence assessments for property acquisitions

If you are not appointed at this time, are you interested in serving in the future?

Yes

May we contact you in the future if a vacancy opens?

Yes

What interests you most (or least) about the position?

The following are important to me for this role:

Community Engagement: I have a strong desire to actively participate in shaping the future of your community. Serving on the Planning and Zoning Commission allows me to have a direct impact on important decisions related to land use, development, and zoning regulations that affect the city's growth and well-being.

Desire for Positive Change: Serving on the commission would give me a platform to advocate for changes that I believe will lead to positive outcomes for the community.

Sense of Civic Duty: I feel a strong responsibility to give back to the community and help shape its future direction. Serving on a city commission is a tangible way to contribute my time, skills, and expertise for the greater good.

Networking and Personal Growth: Serving on the Planning and Zoning Commission will provide valuable networking opportunities for me and help develop new skills in areas such as policy analysis, public speaking, and consensus-building.

Interest in Local Government: I have an interest in how our local government operates and want to play a more active role in the decision-making process, serving on the commission can give me firsthand experience and insights into the workings of municipal government.

What do you like most (or least) about the Town of Johnstown?

Love the small town feel and the progressive growth of the community.

Dislike proper infrastructure to manage and sustain growth

What would you like to see the Town accomplish in the next two (2) years?

Execution of strategic plan. Re-evaluate and pivot when more critical initiatives are brought forward.

What is your philosophy on growth?

My philosophy on community growth encompasses several key principles and values:

Sustainability: I believe in fostering community growth that is sustainable and environmentally responsible, ensuring that development initiatives consider the long-term impact on natural resources, ecosystems, and the overall quality of life for current and future residents.

Inclusivity: I prefer to prioritize inclusivity, advocating for community growth that is equitable and accessible to all residents, regardless of background, income level, or social status. This could involve promoting affordable housing, supporting diverse economic opportunities, and ensuring that marginalized groups have a voice in decision-making processes.

Quality of Life: Enhancing the overall quality of life for community members is a critical aspect. This could involve investing in amenities and services that contribute to residents' well-being, such as parks and recreational facilities, cultural institutions, healthcare services, and educational opportunities.

Smart Growth: I support a philosophy of smart growth, which focuses on creating compact, walkable, and transit-oriented communities that minimize sprawl, reduce traffic congestion, and promote efficient land use. Smart growth principles often emphasize mixed-use development, infill projects, and the preservation of open space.

Economic Development: My philosophy will also prioritize economic development strategies that promote job creation, entrepreneurship, and prosperity for local businesses. This could involve attracting new industries, supporting small businesses, and fostering innovation and creativity within the community.

Community Engagement: I believe in the importance of active community engagement and participation in the growth process. This could include involving residents in planning and decision-making efforts, soliciting feedback and input from stakeholders, and fostering a sense of ownership and pride in the community's future.

Resilience: Given the challenges posed by factors such as climate change, economic uncertainty, and social inequality, my philosophy emphasizes the importance of building resilient communities that can adapt and thrive in the face of adversity. This could involve investing in infrastructure resilience, disaster preparedness, and social cohesion initiatives.

What changes would you like to see occur in the Town of Johnstown?

Infrastructure to maintain and sustain the growth

Why should you be appointed?

I am a leader of people and visions; the position of Planning and Zoning Commission would allow me to be involved and collaborate with continuing the progression of Johnstown in an equitable fashion and influencing realistic goals and expectations. If appointed to the Planning and Zoning Commission position for the City of Johnstown, Colorado, would continue to enforce my core values of civic mindedness, a passion for community development, and a desire to make a positive impact on our local area.

Signature

John J Miller

First Name

CRAIG

Last Name

MCCARTY

Residence Address (Street, City, State, Zip Code)

[REDACTED]

Johnstown, CO 80534

How long have you lived in Johnstown?

2 Months

Current Occupation & Employer

Property manager/Real Estate Investor/Hospitality

Please list your volunteer and/or work experience:

Youth coach for 4 years in Windsor

General/Restoration/Remediation Contracting 20 years

Insurance Adjuster 5 years

Zillow ibuy division

Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one(s)?

None

Why do you wish to be appointed?

We recently moved to Johnstown. I have lived in Noco since 2004 and I am a 3rd generation Weld County native. I have watched the changes and wanted to be involved in smart growth since we moved back to noco. I am finally at a point in my personal life that I have the time available to commit to a cause I feel is important. We recently went through a hearing about zoning exception on one of our properties in Sterling and realized the importance the Planning/Zoning commission plays in the community.

List any abilities, skills, or interests which are applicable to the position for which you are applying:

As a homeowner with a unique skillset, I think I would be a helpful addition to the planning/zoning commission.

I have zero ties to any developer/builder but have been in that world as a restoration contractor in the past and have a working knowledge of the basics. I have been a licensed

commercial GC in most local noco towns/cities over the past 20 years. I am also a small business owner and bring that view to the table but am somewhat of a fresh face in the zoning world.

Are you committed to attending meetings, which generally happen in the evenings, 2-3 times a month?

Yes

Are you committed to serving an entire term?

Yes

Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee.

While I do not think it would in way be a conflict in this role I feel it is important to note that my wife (Devon McCarty) is the finance director for Town of Johnstown.

Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

All my GC licenses have expired years ago but I was licensed in all municipalities in noco. My insurance training for licensure in multiple states (18) included zoning training for rebuilds on total losses.

Please add any additional information or references you believe may be helpful in considering your application.

I bring a vast experience over many fields to the table. I do NOT have a specific ax to grind and want to learn the rules of the Planning/Zoning commission to be able to serve the town well.

If you are not appointed at this time, are you interested in serving in the future?

Yes

May we contact you in the future if a vacancy opens?

Yes

What interests you most (or least) about the position?

Being involved to help guide smart growth in our community and helping navigate that

sometimes rocky road.

What do you like most (or least) about the Town of Johnstown?

The small town feel. The local vendors and being able to get involved and not lost in the masses.

What would you like to see the Town accomplish in the next two (2) years?

Maintain smart growth. Continue to create a balance between the needs of existing town and new development.

What is your philosophy on growth?

Growth is going to happen. Period. Our town is pretty awesome place to live for lots of reasons! Let's do it smart. Water/Sewer. Traffic. First responder coverage all must play a roll in decisions on growth as well as larger government rules/regs. Growth must be a balance between all parties and the realization that everyone won't be happy but an intelligent open view from all parties can accomplish that.

What changes would you like to see occur in the Town of Johnstown?

The Town has been really been trying to move into future with lots of thought and planning and a view to the future generations. I would like to be a part of that ongoing tradition. I don't think it would be fair for me at this point to specific change I would like. The State has made some changes to their laws that will make it interesting for local governments to maneuver and be nimble.

Why should you be appointed?

As I have said previously here, I have wanted to be involved for years and I am finally at a point professionally/personally that I can dedicate time to help out and guide the town in a positive way.

Signature

Craig McCarty

First Name

Troy

Last Name

Mellon

Residence Address (Street, City, State, Zip Code)

[REDACTED]

Johnstown, CO 80534

How long have you lived in Johnstown?

28 Years

Current Occupation & Employer

Sr. Network Engineer, Banner Health

Please list your volunteer and/or work experience:

Naval Officer - 1985 to 1996

Network Engineer - 1996 - present

Trustee, Town of Johnstown - 1998 to 2000

Mayor, Town of Johnstown - 2000 to 2008

Councilmember, Town of Johnstown - 2012 to 2023

Mayor, Town of Johnstown - 2023 to 2024

Weld County Planning and Zoning Council - 2021 to 2022

Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one(s)?

No

Why do you wish to be appointed?

I wish to use my experience in town government to continue to serve the Town of Johnstown.

List any abilities, skills, or interests which are applicable to the position for which you are applying:

Experience in municipal government.

Are you committed to attending meetings, which generally happen in the evenings, 2-3 times a month?

Yes

Are you committed to serving an entire term?

Yes

Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee.

None

Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

Experience in municipal government.

If you are not appointed at this time, are you interested in serving in the future?

Yes

May we contact you in the future if a vacancy opens?

Yes

What interests you most (or least) about the position?

The opportunity to guide and advise on how Johnstown grows.

What do you like most (or least) about the Town of Johnstown?

I like that Johnstown has continued to espouse the small-town ethos through this period of growth.

What would you like to see the Town accomplish in the next two (2) years?

The Town needs to continue the push for new business growth in the Johnstown core area in the annexations north of downtown.

What is your philosophy on growth?

Growth is an element of a health community, and it can be managed through ordinances, development codes, and economic incentive policies.

What changes would you like to see occur in the Town of Johnstown?

No major changes.

Why should you be appointed?

I have the experience necessary to contribute to the commission on day one and I have a desire to see my hometown succeed.

Signature

Troy Mellon

First Name

Julie

Last Name

Prather

Residence Address (Street, City, State, Zip Code)

[REDACTED]

[REDACTED]

How long have you lived in Johnstown?

11 months

Current Occupation & Employer

Homemaker

Please list your volunteer and/or work experience:

I worked as an Administrative Assistant to the Principal at a small private school. I had to leave my position when I moved to Johnstown.

Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one(s)?

No

Why do you wish to be appointed?

I have grown to love Johnstown and I would like to see it flourish in the best ways possible. I know I haven't lived here long but sometimes a new set of eyes brings a new perspective.

List any abilities, skills, or interests which are applicable to the position for which you are applying:

I'm a hard worker and a quick learner with time to devote to the town.

Are you committed to attending meetings, which generally happen in the evenings, 2-3 times a month?

Yes

Are you committed to serving an entire term?

Yes

Please specify any activities which might create a serious conflict of interest if you

should be appointed to a particular board, commission or committee.

I have no conflicts.

Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

I have none.

If you are not appointed at this time, are you interested in serving in the future?

Yes

May we contact you in the future if a vacancy opens?

Yes

What interests you most (or least) about the position?

I'm interested in serving my community.

What do you like most (or least) about the Town of Johnstown?

I love the small town feel but dislike how the speed limit changes 9 times from my home to I-25.

What would you like to see the Town accomplish in the next two (2) years?

I would love to see County Rd 46.5 and other roads paved and improved traffic flow.

What is your philosophy on growth?

I'm for responsible and sustainable growth but care about keeping the small town charm.

What changes would you like to see occur in the Town of Johnstown?

I would like to see a footbridge over the bridge on CR 46.5.

Why should you be appointed?

I believe my decisions will benefit the town.

Signature

Julie Prather



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #6.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Resolution 2024-32 Finding Substantial Compliance For Initiating Annexation Proceedings And Setting A Public Hearing Date For The Archdiocese Annexation (Case No. ANX24-0001)

ACTION PROPOSED: Consideration Of Resolution 2024-32 Finding Substantial Compliance For Initiating Annexation Proceedings And Setting A Public Hearing Date For The Archdiocese Annexation Numbers 4-5

ATTACHMENTS:

1. Resolution 2024-32
2. Petition For Annexation
3. Vicinity Map

PRESENTED BY: James Shrout, Planner I

AGENDA ITEM DESCRIPTION:

The Town has received a petition for annexation from The Archdiocese of Denver, for The Archdiocese Annexation Numbers 4-5. This annexation comprises approximately 22.21 acres of land on the east side of Weld County Road 17, just south of Weld County Road 46 1/2. The proposed property to be annexed meets the eligibility and contiguity requirements of C.R.S. §31-104/105. The subject property currently exists in Weld County and is contiguous to Johnstown limits along its southern, eastern and western boundaries.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environment
 - *To Guide growth in the community through appropriate annexation, zoning, planning, and land use development.*

Staff finds that the proposed annexation is consistent with the goal and strategy referenced above, pursuant to the adopted Johnstown Strategic Plan.

This resolution sets the hearing date for this annexation request for Monday, September 4, 2024.

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

The Community that Cares

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2024-32.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-32

**A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR INITIATING
 ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING DATE
 FOR THE ARCHDIOCESE ANNEXATION NO. 4 - 5**

WHEREAS, the Town of Johnstown (“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 the authority to administer the affairs of the Town; and

WHEREAS, the Archdiocese of Denver, a Colorado corporation sole (the “Archdiocese”), submitted a Petition for Annexation of real property; and

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

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

Section 1. The Town Council finds that a Petition for Annexation of certain property situated in a Part of the North Half of the Northeast Quarter Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 22.21 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, filed with the Town Clerk on or about June 21, 2024, to be known as the “Archdiocese Annexation No. 4 - 5,” is in substantial compliance with §31-12-107(1), and that a public hearing should be held to determine if the proposed annexation complies with §§31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility pursuant to §31-12-101, *et seq.*

Section 2. The Town Council hereby sets a public hearing for such purposes on September 4, 2024, at 7:00 p.m., at 450 South Parish Avenue, Johnstown, Colorado.

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

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

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2024.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
 Hannah Hill, Town Clerk

By: _____
 Michael P. Duncan, Mayor

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION NO. 4**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

BEGINNING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 581.90 feet to the West line of the Reservoir Property per USR No. 1142, recorded December 9, 1997 at Reception No. 2583509;

THENCE South 66°13'28" West a distance of 106.64 feet;

THENCE South 35°24'15" West a distance of 150.14 feet;

THENCE South 40°31'29" West a distance of 55.52 feet;

THENCE South 56°34'09" West a distance of 110.97 feet;

THENCE South 55°44'09" West a distance of 115.44 feet;

THENCE South 46°39'31" West a distance of 110.28 feet;

THENCE South 43°59'36" West a distance of 116.62 feet;

THENCE South 33°40'28" West a distance of 3.96 feet to the West line of the N1/2NE1/4 of said Section 16;

THENCE North 01°04'34" West along said West line a distance of 512.45 feet to the North Quarter corner of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 3.28 Acres (+/-143,040 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION No. 5**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

COMMENCING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 1164.44 feet to the **POINT OF BEGINNING**.

THENCE continuing South 88°26'46" East along said North line a distance of 577.97 feet to the East line of said Tract 1;

THENCE along the Easterly and Southerly lines of said Tract 1 by the following four (4) courses and distances:

THENCE South 00°00'16" West a distance of 274.14 feet;

THENCE North 90°00'00" West a distance of 376.23 feet;

THENCE South 00°54'49" East a distance of 756.16 feet;

THENCE North 89°01'10" West a distance of 1357.98 feet to the West line of the N1/2NE1/4 of said Section 16;

THENCE North 01°04'34" West along said West line a distance of 112.02 feet;

THENCE North 50°47'21" East a distance of 33.79 feet;

THENCE North 56°10'46" East a distance of 104.91 feet;

THENCE North 71°05'50" East a distance of 129.18 feet;

THENCE North 59°05'00" East a distance of 89.02 feet;

THENCE North 49°18'57" East a distance of 76.11 feet;

THENCE North 57°10'54" East a distance of 19.16 feet;

THENCE North 69°01'09" East a distance of 27.94 feet;

THENCE North 82°26'55" East a distance of 104.96 feet;

THENCE North 78°36'39" East a distance of 45.47 feet;

THENCE North 69°16'17" East a distance of 127.36 feet;

THENCE North 72°45'00" East a distance of 31.37 feet;

THENCE North 80°12'24" East a distance of 67.50 feet;

THENCE North 71°29'15" East a distance of 47.72 feet;

THENCE North 55°27'04" East a distance of 34.11 feet;

THENCE North 32°30'51" East a distance of 71.59 feet;

THENCE North 03°07'10" East a distance of 118.79 feet;

THENCE North 32°07'01" East a distance of 34.33 feet;

THENCE North 48°33'16" East a distance of 105.63 feet;

THENCE North 43°31'19" East a distance of 34.46 feet;

THENCE North 35°53'58" East a distance of 164.07 feet;

THENCE North 26°06'30" East a distance of 36.24 feet;

THENCE North 12°51'40" East a distance of 83.86 feet to the North line of the NE1/4 of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 18.93 Acres (+/-824,570 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

PETITION FOR ANNEXATION

To the Town of Johnstown

(Weld County)

The undersigned, in accordance with Article 12, Chapter 31, C.R.S., 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 WELD COUNTY PARCEL NO. 10591600001, 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 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 C.R.S. §31-12-108.5, as amended, is required.
10. The area proposed to be annexed is located within Weld County, School District RE 5-J, Northern Colorado Water Conservancy District, Little Thompson Water District, Front Range Fire Rescue Fire Protection District, Aims Junior College District, and Weld County Library 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 four (4) copies of an annexation map containing the 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.
13. The Town of Johnstown will not have an immediate need to extend any municipal services at the time of annexation, as the territory to be annexed will remain zoned agricultural (H-A). Additionally, because the zoning of the subject property will remain agricultural, and there are no current plans to change such use of the subject property, the historical drainage on the property will remain the same, with the Hillsborough Reservoir generally located to the east of the territory making up Annexation No. 4 and to west of the territory making up Annexation No. 5. *See*, Annexation Map provided with this Petition.
14. The territory to be annexed is not presently a part of any incorporated city, city and county, or town.
15. 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; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.
- b. The owners shall participate in providing a drainage plan and improvements and payment of a unit drainage fee as may be required by the Town for the area.
- c. The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, C.R.S., 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.

16. 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.

17. Submitted with this Petition is the required \$.00 for publication costs.

(Signature to follow on next page)

EXECUTED this 21st day of June 2024.

By: 

Name: Keith A. Parsons

Title: COO, as atty-in-fact for Archbishop Aquila

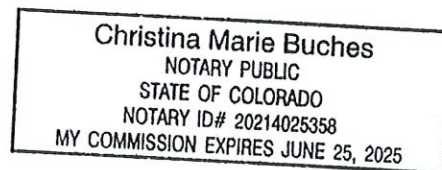
Name of Annexation: Archdiocese Annexation Nos. 4-5

STATE OF COLORADO)
)ss
COUNTY OF Denver)

Subscribed and sworn to before me this 21st day of June 2024, by Keith Parsons as COO, Attorney-in-Fact for Archbishop Samuel J. Aquila, Archbishop of Denver.

WITNESS my hand and official seal.

My commission expires: June 25, 2025




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 _____ 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)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this
_____ day of _____, A.D., _____, by _____.

Witness my hand and official seal,

My commission expires: _____

Notary Public

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION No. 5**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

COMMENCING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 1164.44 feet to the **POINT OF BEGINNING**.

THENCE continuing South 88°26'46" East along said North line a distance of 577.97 feet to the East line of said Tract 1;

THENCE along the Easterly and Southerly lines of said Tract 1 by the following four (4) courses and distances:

THENCE South 00°00'16" West a distance of 274.14 feet;

THENCE North 90°00'00" West a distance of 376.23 feet;

THENCE South 00°54'49" East a distance of 756.16 feet;

THENCE North 89°01'10" West a distance of 1357.98 feet to the West line of the N1/2NE1/4 of said Section 16;

THENCE North 01°04'34" West along said West line a distance of 112.02 feet;

THENCE North 50°47'21" East a distance of 33.79 feet;

THENCE North 56°10'46" East a distance of 104.91 feet;

THENCE North 71°05'50" East a distance of 129.18 feet;

THENCE North 59°05'00" East a distance of 89.02 feet;

THENCE North 49°18'57" East a distance of 76.11 feet;

THENCE North 57°10'54" East a distance of 19.16 feet;

THENCE North 69°01'09" East a distance of 27.94 feet;

THENCE North 82°26'55" East a distance of 104.96 feet;

THENCE North 78°36'39" East a distance of 45.47 feet;

THENCE North 69°16'17" East a distance of 127.36 feet;

THENCE North 72°45'00" East a distance of 31.37 feet;

THENCE North 80°12'24" East a distance of 67.50 feet;

THENCE North 71°29'15" East a distance of 47.72 feet;

THENCE North 55°27'04" East a distance of 34.11 feet;

THENCE North 32°30'51" East a distance of 71.59 feet;

THENCE North 03°07'10" East a distance of 118.79 feet;

THENCE North 32°07'01" East a distance of 34.33 feet;

THENCE North 48°33'16" East a distance of 105.63 feet;

THENCE North 43°31'19" East a distance of 34.46 feet;

THENCE North 35°53'58" East a distance of 164.07 feet;

THENCE North 26°06'30" East a distance of 36.24 feet;

THENCE North 12°51'40" East a distance of 83.86 feet to the North line of the NE1/4 of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 18.93 Acres (+/-824,570 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

EXHIBIT A**PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION NO. 4**

An area of land being a portion of Tract 1 as described in Land Survey Plat recorded May 1, 2023 at Reception Number 4895353 in the records of Weld County, being situate in the North Half of the Northeast Quarter (N1/2NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

BEGINNING at the North Quarter corner of said Section 16 and assuming the North line of the Northeast Quarter (NE1/4) of said Section 16 as monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 7242 at the West end and a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the East end, as bearing South 88°26'46" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2722.98 feet, with all other bearings contained herein being relative thereto.

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

THENCE South 88°26'46" East along said North line of the NE1/4 a distance of 581.90 feet to the West line of the Reservoir Property per USR No. 1142, recorded December 9, 1997 at Reception No. 2583509;

THENCE South 66°13'28" West a distance of 106.64 feet;

THENCE South 35°24'15" West a distance of 150.14 feet;

THENCE South 40°31'29" West a distance of 55.52 feet;

THENCE South 56°34'09" West a distance of 110.97 feet;

THENCE South 55°44'09" West a distance of 115.44 feet;

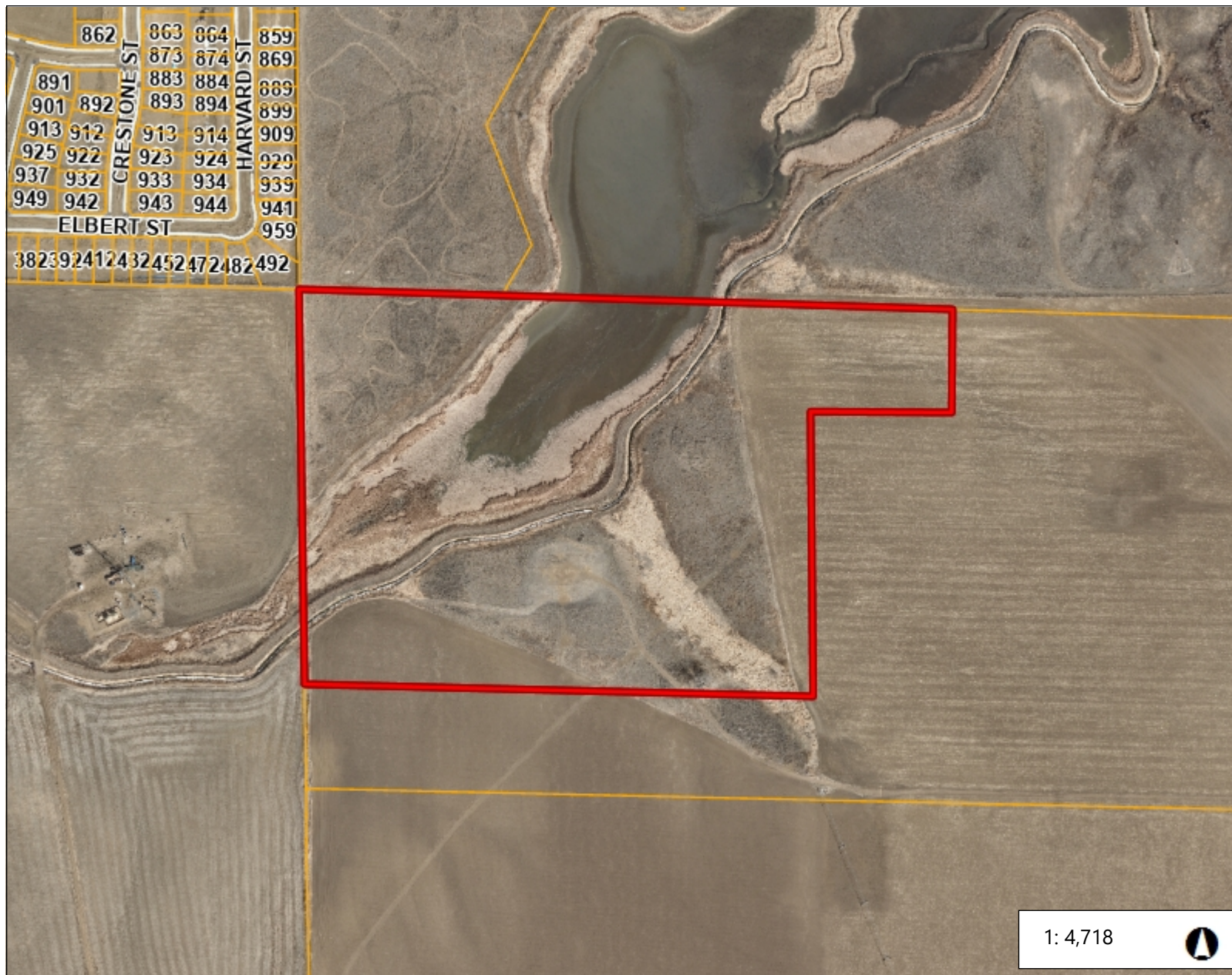
THENCE South 46°39'31" West a distance of 110.28 feet;

THENCE South 43°59'36" West a distance of 116.62 feet;

THENCE South 33°40'28" West a distance of 3.96 feet to the West line of the N1/2NE1/4 of said Section 16;

THENCE North 01°04'34" West along said West line a distance of 512.45 feet to the North Quarter corner of said Section 16 and to the **POINT OF BEGINNING**.

Said area of land contains 3.28 Acres (+/-143,040 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.



Item #6.

Legend

- Parcels
- Highway
- County Boundary

N1/2 of NE1/4 of Section
16, Township 4 North,
Range 67 West, 6th P.M.
Weld County

1: 4,718



786.3 0 393.13 786.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #7.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Resolution No. 2024-33 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income

ATTACHMENTS:

1. Resolution No. 2024-33
2. PAB Johnstown Allocation Letter 2024
3. 2024 Johnstown Carryforward PAB Certificate

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Resolution No. 2024-33 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income Families or Persons.

For reference the Town has received the following allocations in Private Activity Bonds (PAB) from the Colorado Department of Local Affairs (DOLA):

Allocation Year	PAB Cap	Elected to Carryforward
2023	\$1,085,227	Yes, Resolution 2023-31 Adopted 08/21/23
2024	\$1,128,338	Staff is requesting to carryforward via adoption of Resolution 2024-33

The allocation amounts are determined utilizing population estimates. The Town would like to utilize the PABs for a future affordable housing project. Per Internal Revenue Code, the Town can carryforward up to three years of PAB allocations and by the 4th year issue the bonds to fund a qualifying project. The Town is assuming we will continue to receive a PAB allocation for the next 2 years.

The intent of Resolution No. 2024-33 is not to issue the allocated PABs this year but instead continue to build up a reserve while also finding additional capital to fund an affordable housing project.

The Community that Cares

The Town met with the Housing Authority of the Town of Johnstown in 2023 to discuss the PAB allocation and a potential affordable housing project that would create 36 new multi-family units adjacent to the existing multi-family property located at 202 North Greeley Avenue, Johnstown, Colorado 80534. However, based on the proposed project and effectiveness of the PAB's, the project is too small in scale to justify the administrative and issuance costs associated with private activity bonds. The benefits of these bonds, such as lower interest rates, might be outweighed by the complexities and expenses involved in their utilization, therefore making them impractical for smaller projects.

The Town is now exploring another potential project with a development group who is considering a 175-unit affordable housing project in Johnstown. This project is still very much in the preliminary stages and the Town has not committed any of its PABs to the project or developer. However, the Town is required to identify a project or potential project when requesting to carryforward its allocation. The potential project will serve to benefit residents of the Town and provide safe, reliable, and affordable housing.

As required per DOLA, the Town has identified a firm to serve as the bond counsel. Kutak Rock LLP has reviewed the Resolution to ensure compliance with DOLA and the IRS.

STRATEGIC PLAN ALIGNMENT:

Natural & Built Environment

- *Support a broad range of housing options*

LEGAL ADVICE:

The Town Attorney and Bond Counsel Kutak Rock LLP have reviewed Resolution No. 2023-31.

FINANCIAL ADVICE:

Bond Counsel Kutak Rock LLP will file with the Internal Revenue Service in February 2025, Form 8328 as required.

RECOMMENDED ACTION:

Approve Resolution No. 2024-33.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-33**

**A RESOLUTION DECLARING THE INTENT OF THE TOWN OF
JOHNSTOWN, COLORADO TO ISSUE REVENUE BONDS IN
CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR
LOW-AND MIDDLE-INCOME FAMILIES OR PERSONS**

WHEREAS, the Town of Johnstown, Colorado (the “Town”), a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter, has been awarded \$1,128,338 (the “2024 Allocation”) of 2024 private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), authorizes the Town to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the Town’s 2024 Allocation, the Town wishes to declare its intention to issue revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the Town and other participating jurisdictions (the “Projects”); and

WHEREAS, the Town intends to issue revenue bonds, in one or more series, in an amount not to exceed \$1,128,338 of its direct private activity bond volume cap allocation for 2024 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the Town pursuant to the Allocation Act;

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

Section 1. In order to benefit the residents of the Town, the Town hereby declares its intent to issue its revenue bonds to finance Projects in one or more series (the “Bonds”) in an aggregate principal amount not to exceed \$1,128,338 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low- and middle-income families or persons

intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the Town and other participating jurisdictions.

Section 2. In connection with the management and preservation of the Town's private activity bond volume cap allocations, the Town is hereby authorized to execute any Internal Revenue Service ("IRS") form and to enter into assignment agreements and delegation agreements with other Colorado "issuing authorities" as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Town Manager and any other appropriate officer of the Town is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the Town's private activity bond volume cap allocations. It is the specific intent of the Town Council (the "Council") that this Resolution shall also apply to any amounts that are awarded to the Town from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the Town are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

Section 3. The Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the Town or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the Town or a charge against the Town's general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the Town in such person's individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

Section 4. The Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing.

Section 5. The Council hereby finds, determines, recites and declares the Town's intent that this Resolution constitutes an official indication of the present intention of the Town to issue the Bonds, as herein provided.

Section 6. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board or any officer or employee of the Town in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. All prior acts, orders or resolutions, or parts thereof, of the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 9. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

Section 10. The Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

Section 11. This Resolution shall take effect immediately upon its adoption.

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PASSED, SIGNED, APPROVED AND ADOPTED this ____ day of _____,
2024.

TOWN OF JOHNSTOWN, COLORADO

Michael P. Duncan, Mayor

[SEAL]

ATTEST:

Hannah Hill, Town Clerk



January 12, 2024

Matt LeCerf, Town Manager
Johnstown

Re: Private Activity Bond Allocation of \$1,128,338

Dear Mr. LeCerf:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2024 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or dola_pab@state.co.us.

Sincerely,

Maria De Cambra
Executive Director

**CERTIFICATE REQUIRED BY SECTION 24-32-1709(2)(c)
OF THE COLORADO REVISED STATUTES, AS AMENDED**

As an official of the Town of Johnstown responsible for the supervision of the issuance of its private activity bonds (the “Bonds”), I DO HEREBY CERTIFY that the Town of Johnstown will proceed with diligence to insure the issuance of such Bonds within the time period from the date of the Department of Local Affairs 2024 private activity bond volume cap allocation award letter to December 31, 2027.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024.

TOWN OF JOHNSTOWN

By _____
Town Manager

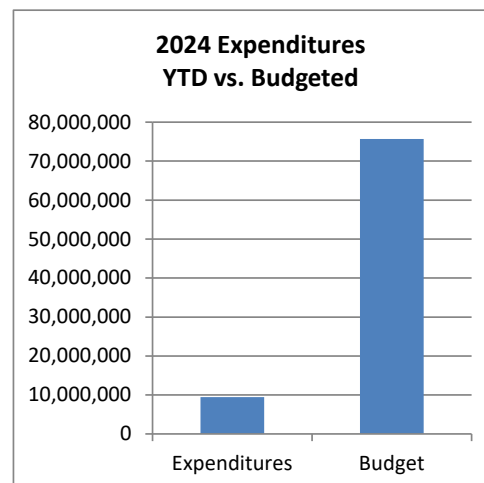
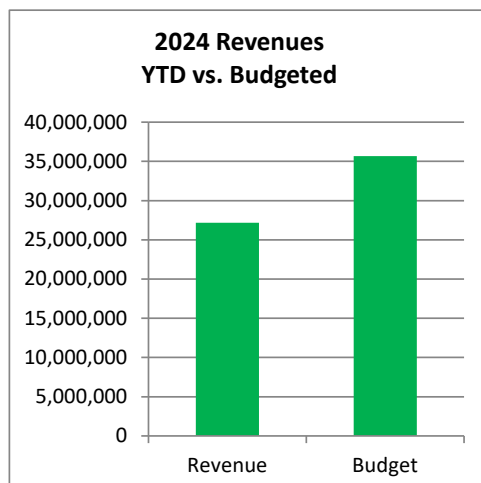
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending June 30, 2024
Unaudited

Item #8.

General Fund	2024 Actuals June	2024 Adopted Budget	% Complete
Beginning Fund Balance*	57,780,682	57,780,682	
<u>Revenues:</u>			
Taxes & Fees	22,898,088	32,347,410	70.8%
Licenses & Permits	2,045,770	2,193,300	93.3%
Fines & Forfeitures	158,071	215,000	73.5%
Intergovernmental	35,900	50,000	71.8%
Earnings on Investment	1,482,140	500,000	296.4%
Miscellaneous Revenue	553,694	380,000	145.7%
<i>Transfers In</i>	-	-	
Total Operating Revenues	27,173,663	35,685,710	76.1%
<u>Expenditures:</u>			
Legislative	893,666	1,925,100	46.4%
Town Manager	872,591	2,117,435	41.2%
Town Clerk	227,833	542,300	42.0%
Events	5,504	282,050	2.0%
Finance	370,030	708,120	52.3%
Planning	262,949	696,050	37.8%
Reimbursements	311,941	350,000	89.1%
Engineering	312,592	1,313,495	23.8%
Inspections	160,930	403,400	39.9%
Police	3,134,392	10,265,820	30.5%
Public Works	334,584	686,100	48.8%
Buildings	160,311	1,003,300	16.0%
<i>Transfers Out</i>	2,425,057	55,356,967	4.4%
Total Expenditures	9,472,379	75,650,137	12.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	17,701,284	(39,964,426)	
Prior Period Adjustment			
Ending Fund Balance*	75,481,966	17,816,256	

* - Unaudited

50% of the fiscal year has elapsed



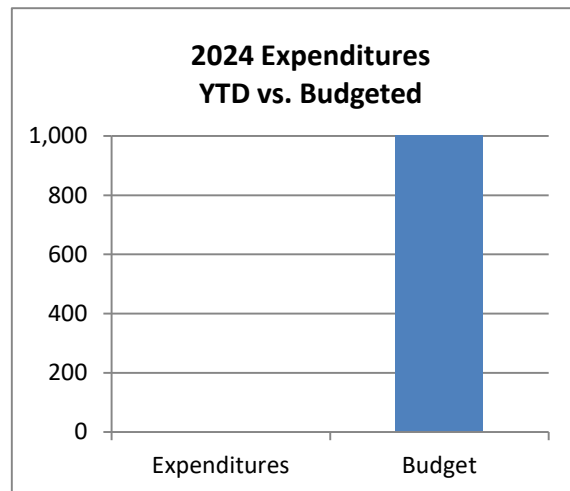
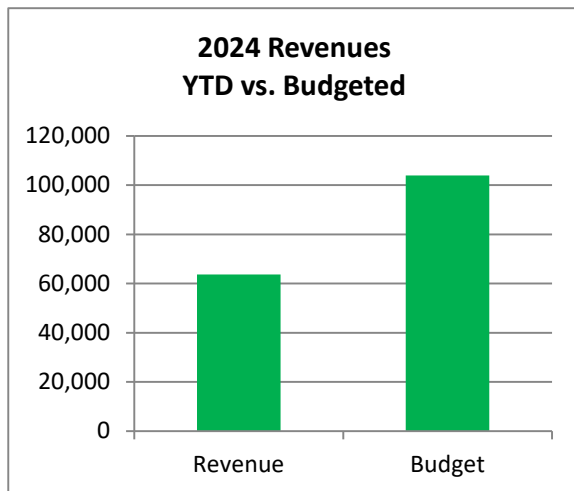
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Conservation Trust Fund			
Beginning Fund Balance*	264,069	264,069	
<u>Revenues:</u>			
Intergovernmental	60,049	100,000	60.0%
Earnings on Investment	3,617	4,000	90.4%
Total Operating Revenues	63,666	104,000	61.2%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	350,000	0.0%
Total Expenditures	-	350,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	63,666	(246,000)	
Ending Fund Balance*	327,735	18,069	

* - Unaudited

50% of the fiscal year has elapsed



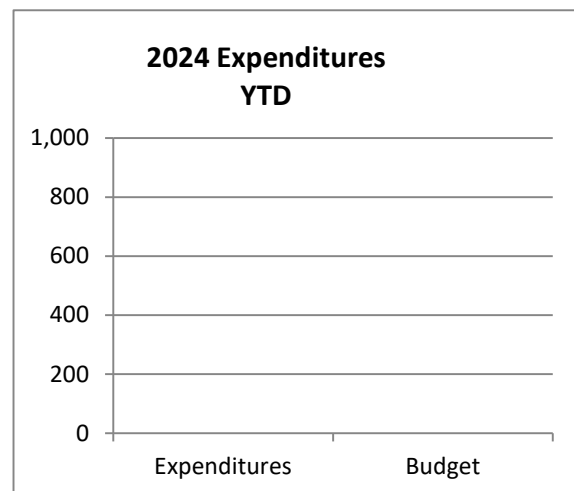
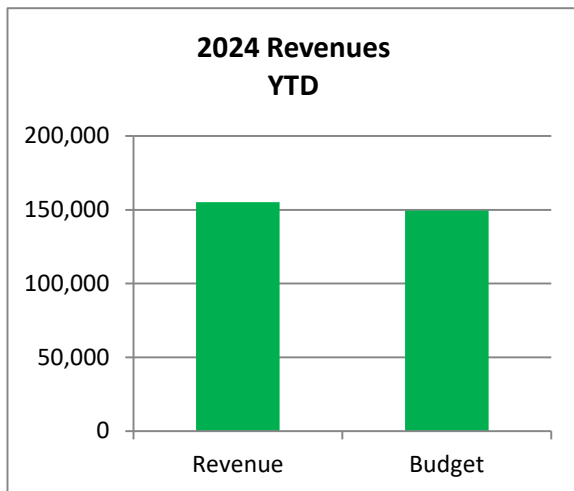
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending June 30, 2024
Unaudited

Item #8.

Arts & Culture Fund	2024 Actuals June	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,558	62,558	
<u>Revenues:</u>			
Intergovernmental	155,171	149,580	103.7%
Earnings on Investment	-	-	
Total Operating Revenues	155,171	149,580	
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	155,171	149,580	
Ending Fund Balance*	217,729	212,138	

* - Unaudited

50% of the fiscal year has elapsed



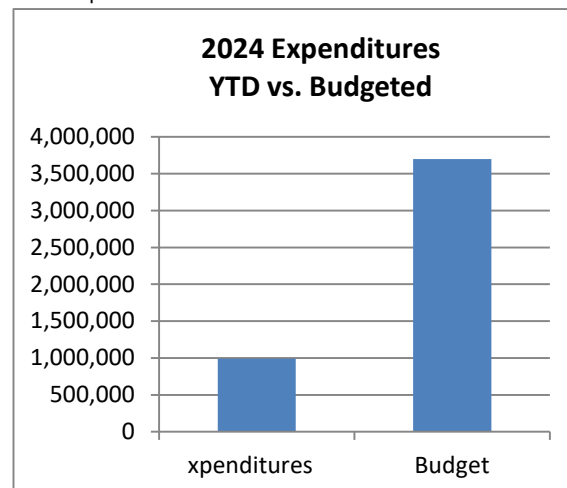
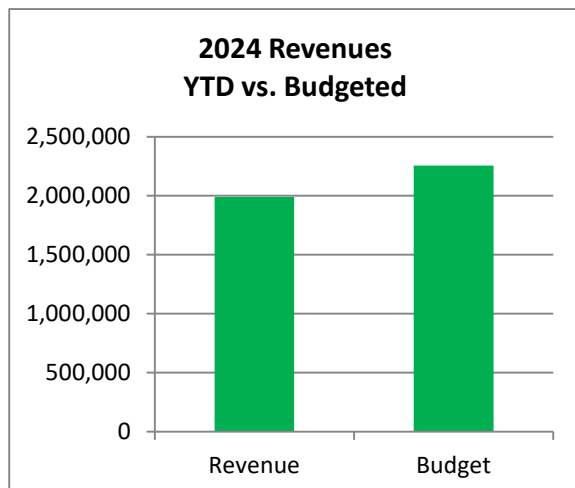
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance*	8,104,788	8,104,788	
<u>Revenues:</u>			
Taxes & Fees	700,678	1,024,950	68.4%
License & Permit	665	500	133.0%
Earnings on Investment	82,351	50,000	164.7%
Miscellaneous Revenue	66,877	41,000	163.1%
<i>Transfers In</i>	1,140,000	1,140,000	100.0%
Total Operating Revenues	1,990,571	2,256,450	88.2%
<u>Expenditures:</u>			
Operations	369,541	1,621,450	22.8%
Capital Outlay	620,907	2,076,000	29.9%
<i>Transfers Out</i>	-	-	
Total Expenditures	990,448	3,697,450	26.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,000,123	(1,441,000)	
Ending Fund Balance*	9,104,911	6,663,788	

* - Unaudited

50% of the fiscal year has elapsed



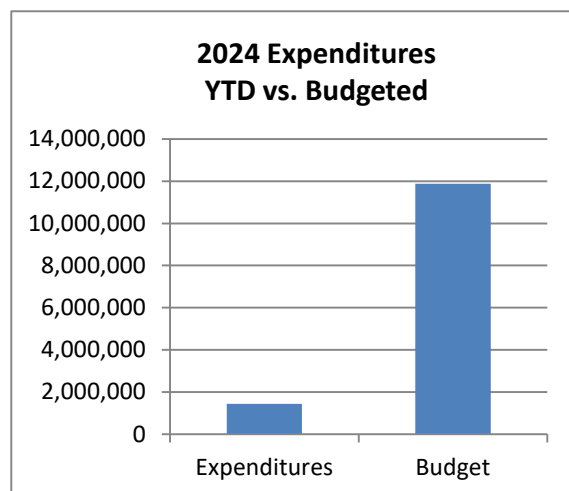
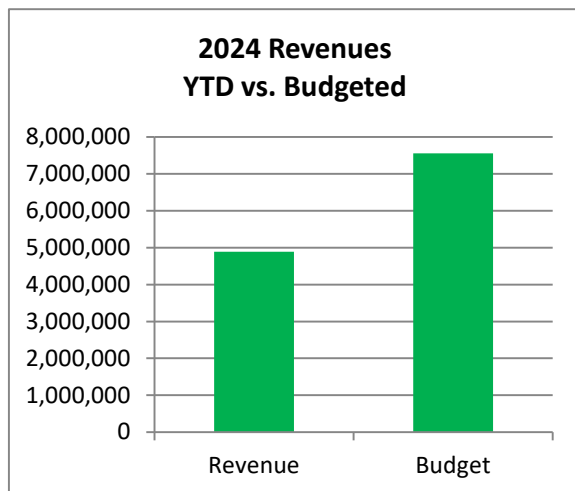
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Street and Alley Fund			
Beginning Fund Balance*	20,727,786	20,727,786	
<u>Revenues:</u>			
Taxes & Fees	2,998,037	5,080,000	59.0%
Intergovernmental	122,701	115,000	106.7%
Charges for Services	536,687	985,000	54.5%
Capital Investment Fees	1,027,921	1,276,375	80.5%
Earnings on Investment	202,672	100,000	202.7%
Miscellaneous Revenues	80	1,000	8.0%
Transfers In	-	-	
Total Operating Revenues	4,888,099	7,557,375	64.7%
<u>Expenditures:</u>			
Operations & Maintenance	1,088,275	5,501,250	19.8%
Capital	357,999	6,384,000	5.6%
Total Expenditures	1,446,274	11,885,250	12.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,441,825	(4,327,875)	
Ending Fund Balance*	24,169,611	16,399,911	

* - Unaudited

50% of the fiscal year has elapsed



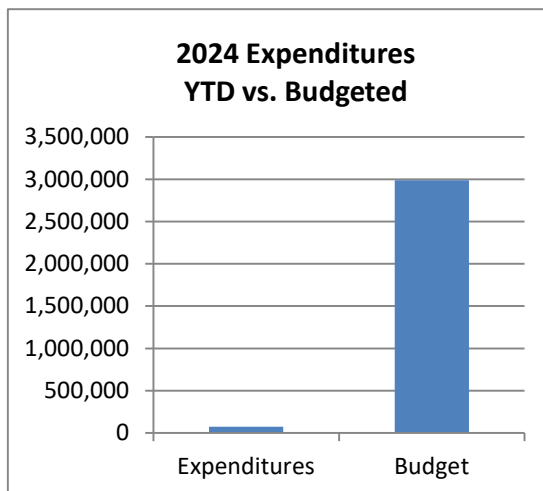
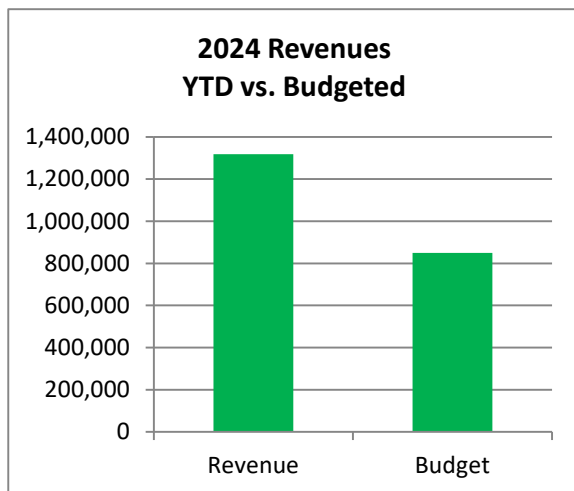
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance*	10,830,773	10,830,773	
<u>Revenues:</u>			
Taxes and Fees	1,012,845	800,000	126.6%
Miscellaneous Revenue	-	-	
Interest	305,028	100,000	305.0%
Transfers In	-	(50,000)	0.0%
Total Operating Revenues	1,317,872	850,000	155.0%
<u>Expenditures:</u>			
Capital Outlay	74,826	2,988,500	2.5%
Transfers Out	-	-	
Total Expenditures	74,826	2,988,500	2.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,243,046	(2,138,500)	
Ending Fund Balance*	12,073,819	8,692,273	

* - Unaudited

50% of the fiscal year has elapsed



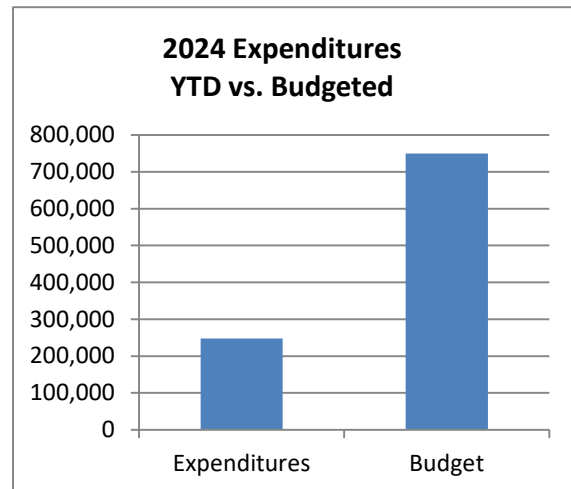
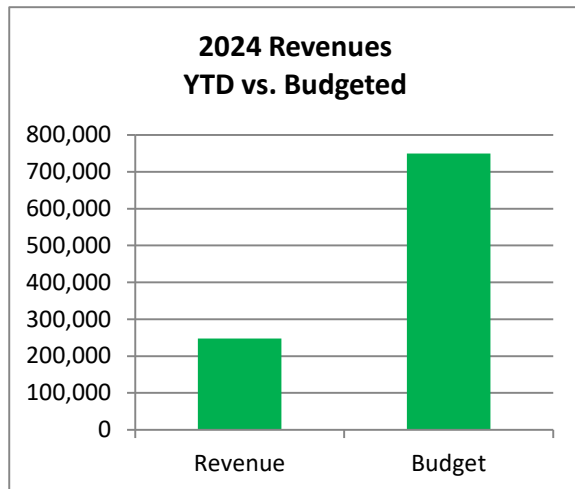
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending June 30, 2024
Unaudited

Item #8.

Tax Allocation Fund	2024 Actuals June	2024 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	247,877	750,000	33.1%
Earnings on Investment	-	-	
Total Operating Revenues	247,877	750,000	33.1%
<u>Expenditures:</u>			
Miscellaneous	247,877	750,000	33.1%
Total Expenditures	247,877	750,000	33.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance*	41,435	41,435	

* - Unaudited

50% of the fiscal year has elapsed



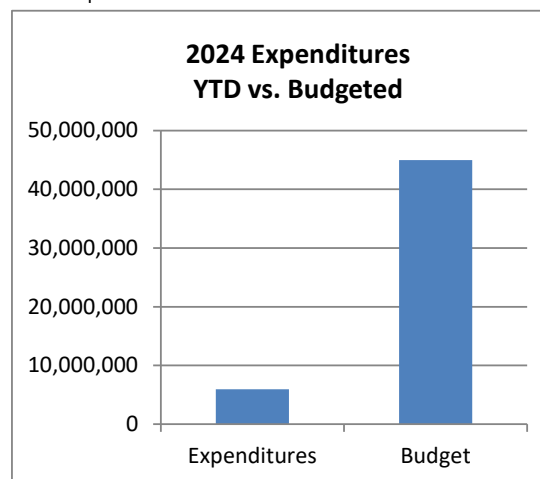
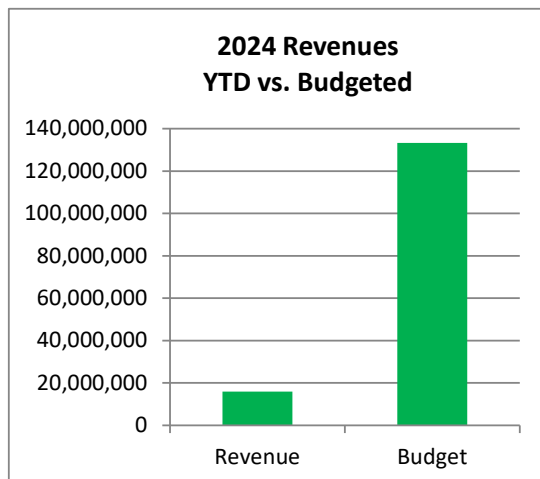
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending June 30, 2024
Unaudited

Item #8.

Water Fund	2024 Actuals June	2024 Adopted Budget	% Complete
Beginning Cash Balance*	23,133,505	23,133,505	
<u>Revenues:</u>			
Charges for Services	3,166,150	5,935,000	53.3%
Total Operating Revenues	3,166,150	5,935,000	53.3%
<u>Expenses:</u>			
Administration	162,492	304,100	53.4%
Operations	2,056,504	6,185,450	33.2%
Capital Outlay	3,323,274	37,477,500	8.9%
Depreciation	415,239	994,200	41.8%
Transfers Out	-	-	
Total Operating Expenses	5,957,510	44,961,250	13.3%
Operating Income (Loss)	(2,791,360)	(39,026,250)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	2,147,573	1,397,933	153.6%
Capital Investment Fees	1,862,793	1,100,925	169.2%
Misc. Revenues	8,351,796	52,536,000	15.9%
Interest	431,740	250,000	172.7%
Debt Proceeds	0	72,000,000	0.0%
Total Non-Operating Revenues (Expenses)	12,793,902	127,284,858	10.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	10,002,542	88,258,608	
Ending Cash Balance*	33,136,047	\$ 111,392,113	

* - Unaudited

50% of the fiscal year has elapsed



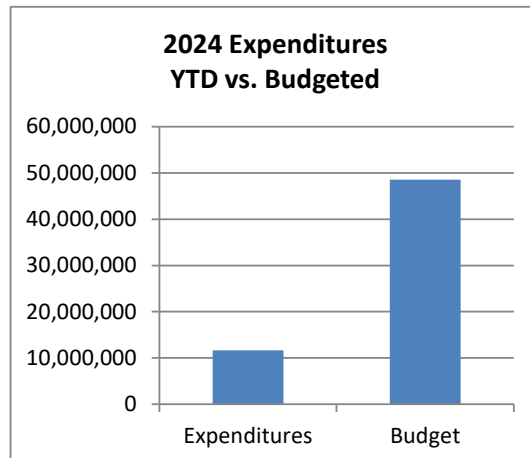
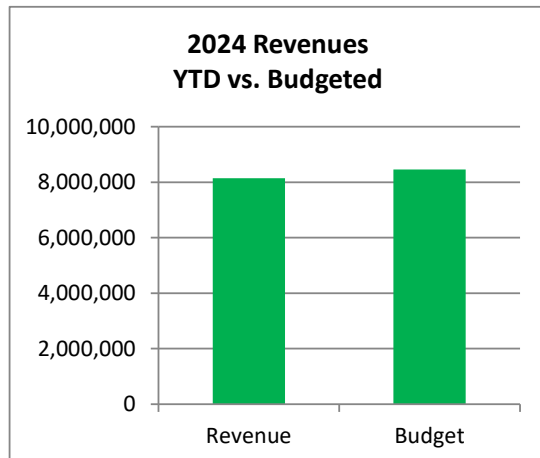
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance*	67,754,753	67,754,753	
<u>Revenues:</u>			
Charges for Services	2,042,310	3,795,000	53.8%
Total Operating Revenues	2,042,310	3,795,000	53.8%
<u>Expenses:</u>			
Administration	151,519	292,100	51.9%
Operations	978,897	2,627,940	37.2%
Capital Outlay	8,904,327	41,722,500	21.3%
Depreciation	658,342	1,125,300	58.5%
Debt Service	956,325	2,767,650	34.6%
	-	-	
Total Operating Expenses	11,649,410	48,535,490	24.0%
Operating Income (Loss)	(9,607,100)	(44,740,490)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	4,382,054	4,138,775	105.9%
Misc. Revenues	3,735	25,000	14.9%
Interest	1,715,952	500,000	343.2%
Transfers In/(Out)	-	-	
Total Non-Operating Revenues (Expenses)	6,101,741	4,663,775	130.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(3,505,359)	(40,076,715)	
Ending Cash Balance*	64,249,394	27,678,038	

* - Unaudited

50% of the fiscal year has elapsed



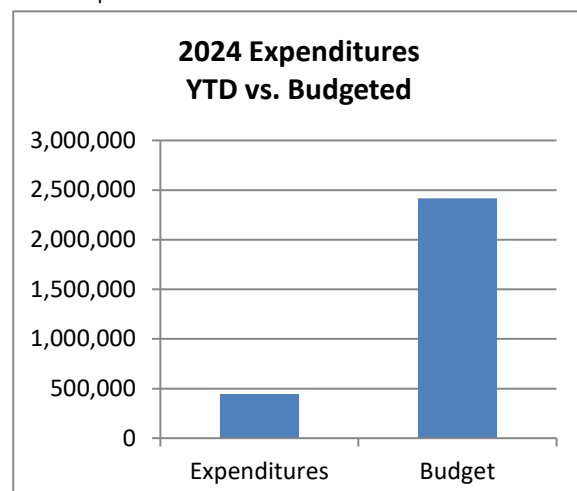
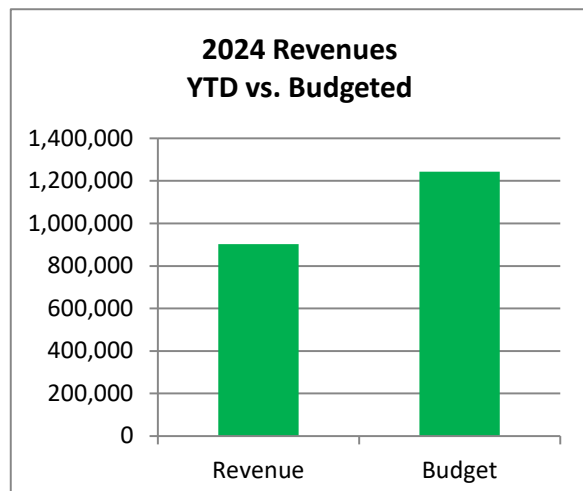
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending June 30, 2024
Unaudited

Item #8.

Drainage Fund	2024 Actuals June	2024 Adopted Budget	% Complete
Beginning Cash Balance*	4,247,725	4,247,725	
<u>Revenues:</u>			
Charges for Services	283,930	525,000	54.1%
Total Operating Revenues	283,930	525,000	54.1%
<u>Expenses:</u>			
Administration	75,689	164,390	46.0%
Operations	109,391	1,213,100	9.0%
Capital Improvements	260,842	1,038,400	25.1%
Transfer Out	-	-	
Total Operating Expenses	445,921	2,415,890	18.5%
Operating Income (Loss)	(161,991)	(1,890,890)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	560,547	220,000	254.8%
Misc. Revenues	-	457,560	0.0%
Interest	58,005	40,000	145.0%
Total Non-Operating Revenues (Expenses)	618,552	717,560	86.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	456,560	(1,173,330)	
Ending Cash Balance*	4,704,285	3,074,395	

* - Unaudited

50% of the fiscal year has elapsed



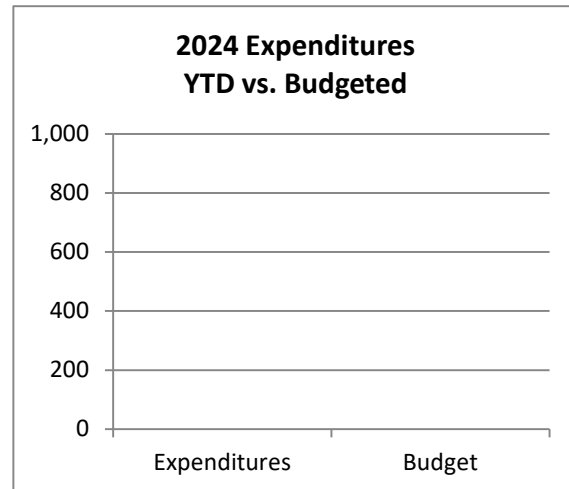
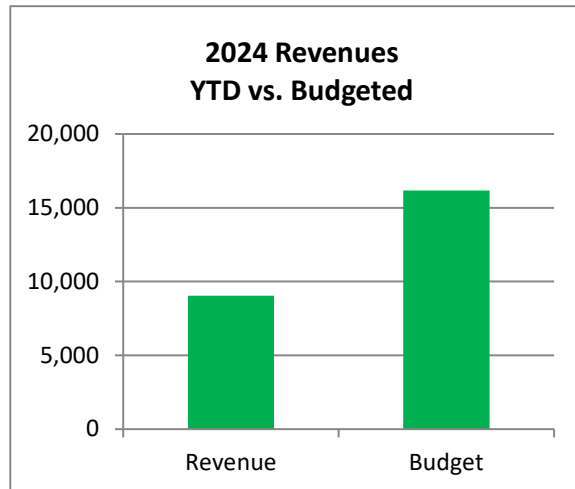
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Cemetery Perpetual Fund			
Beginning Fund Balance*	186,411	186,411	
<u>Revenues:</u>			
Miscellaneous Revenue	5,658	12,560	45.0%
Earnings on Investment	3,390	3,600	94.2%
Total Operating Revenues	9,048	16,160	56.0%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	9,048	16,160	
Ending Fund Balance*	195,459	202,571	

* - Unaudited

50% of the fiscal year has elapsed



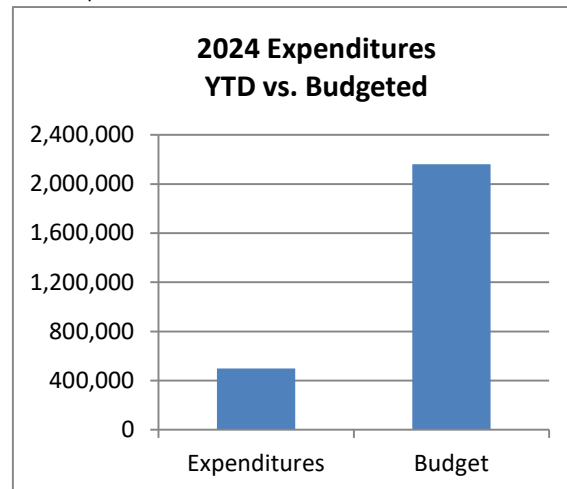
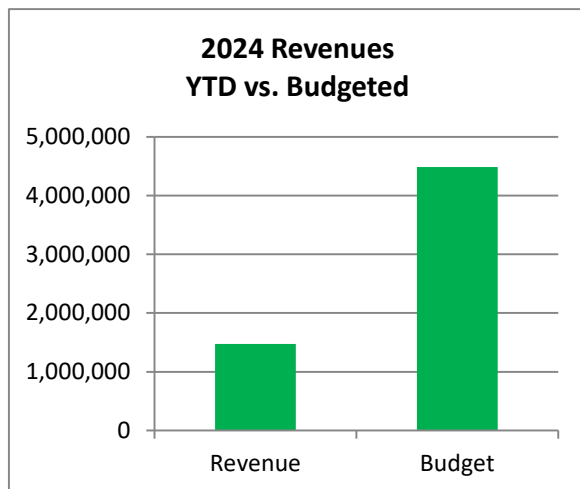
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending June 30, 2024
Unaudited

Item #8.

Library Fund	2024 Actuals June	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,477,955	10,477,955	
<u>Revenues:</u>			
Intergovernmental	175,802	1,292,842	13.6%
Miscellaneous Revenue	1,235	13,500	9.1%
Capital Investment Fees	387,927	373,950	103.7%
Interest	162,081	500,000	32.4%
<i>Transfers In</i>	<u>744,009</u>	<u>2,304,387</u>	32.3%
Total Operating Revenues	<u>1,471,053</u>	<u>4,484,679</u>	32.8%
<u>Expenditures:</u>			
Operations	497,699	2,161,500	23.0%
Capital Outlay	<u>-</u>	<u>-</u>	
Total Expenditures	<u>497,699</u>	<u>2,161,500</u>	23.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>973,354</u>	<u>2,323,179</u>	
Ending Fund Balance*	<u>11,451,309</u>	<u>12,801,134</u>	

* - Unaudited

50% of the fiscal year has elapsed



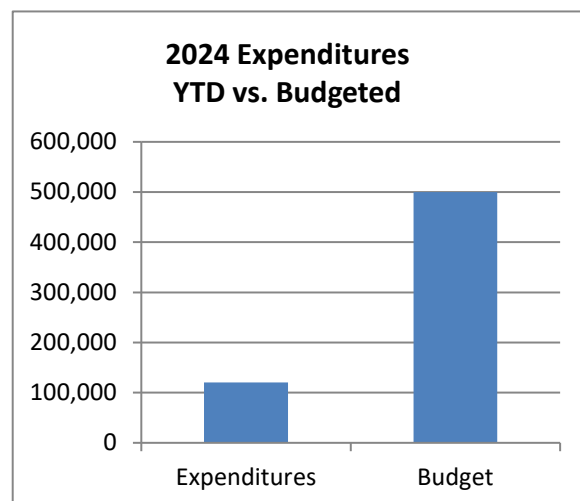
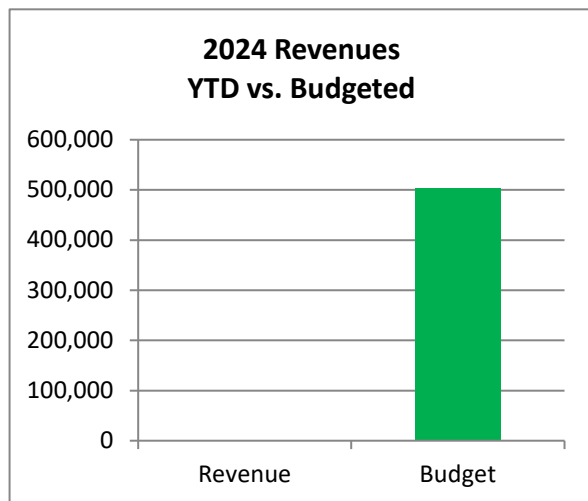
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending June 30, 2024
Unaudited

Item #8.

	2024 Actuals June	2024 Adopted Budget	% Complete
Recreation Center Fund			
Beginning Fund Balance*	(210,959)	(210,959)	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	-	503,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	503,000	
<u>Expenditures:</u>			
Operations & Maintenance	120,553	500,000	24.1%
Capital Outlay	-	-	
Total Expenditures	120,553	500,000	24.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(120,553)	3,000	
Ending Fund Balance*	(331,512)	(207,959)	

* - Unaudited

50% of the fiscal year has elapsed





450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Contract Amendment to Existing MWH Constructors, Inc.
Contract Awarding Work Authorization 3 (GMP) for Water
Treatment Plant Construction.

ACTION PROPOSED: Consider Approving the Contract Amendment With MWH
Constructors, Inc.

ATTACHMENTS:

1. Contract Amendment
2. Work Authorization 3 GMP Cost
3. Work Authorization 3 GMP Summary
4. Work Authorization 3 GMP Construction Schedule
5. Work Authorization 3 Contract Amendment No. 2

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to approve a Contract Amendment for Work Authorization 3 to establish and award the Guaranteed Maximum Price (GMP) of \$85,111,388 to MWH Constructors, Inc for the full construction of the Water Treatment Plant.

The Guaranteed Maximum Price set by Work Authorization 3 supersedes and includes the early work authorized in Work Authorizations 1 & 2 at the October 16, 2023, council meeting that allowed for MWH to start construction and procurement in advance of the design completion and take advantage of schedule.

The Town is entering into a Cost-Plus price arrangement per the Construction Contract, where there is no set or fixed fee. The contractor is paid for the Cost of Work it incurs to complete the project, plus a Fee, not-to-exceed the GMP.

The GMP identified in Work Authorization 3 is based on both the 100% design documents (drawings and specifications) issued May 17 and the design documents issued for Work

Authorizations 1 and 2. The GMP summary included identifies allowances in the amount of \$1.732 million to cover scope gaps in the design including startup and commissioning of the new plant, completeness of the process and controls narrative to program the new plant, and potential for schedule acceleration. The GMP also includes a contingency amount of \$4.13 million or 5.55% of the established construction price to address any unforeseen issues that arise during construction.

The Town budgeted \$30 million in 2024 for the Water Treatment Plant project and will be required to address project funding to cover the total project costs in budget years 2025 & 2026. Below is a summary of total project expenses to date. The Town anticipates additional funds will need to be allocated for the following items: Contract with Xcel for onsite electrical & transformer, Contract for materials testing services, and a Contract for additional SCADA services.

Project Expenses to Date:

B&M Engineering Design (9-8-21)	\$ 3,495,382.00
B&M Pilot Study (9-8-21)	\$ 831,280.00
Owners Representative Contract (7-6-22)	\$ 460,700.00
MWH CMaR Services (2-6-23)	\$ 229,080.00
Membrane Equipment Selection (2-13-23)	\$ 130,000.00
XCEL Offsite Improvements (3-18-24)	\$ 571,434.31
MWH Construction WA3 GMP (7-15-24)	\$ 85,111,388.00
<u>B&M Construction Administration Services</u>	<u>\$ 3,718,616.00</u>
Total	\$ 94,547,881.31

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
 - *Drive projects/initiatives that promote Johnstown as a premier destination for business*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*
 - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

Contract Amendment reviewed and approved by Town Attorney

FINANCIAL ADVICE:

The Town budgeted \$30 million in 2024 for the Water Treatment Plant project and will be required to address project funding to cover total project costs in budget year 2025 & 2026.

RECOMMENDED ACTION: Staff supports approval of the Contract Amendment for Work Authorization 3 with MWH Constructors, Inc in the amount of \$85,111,388 as presented.

SUGGESTED MOTIONS:

For Approval: I Move to Approve the Contract Amendment for Work Authorization 3 with MWH Constructors, Inc in the Amount of \$85,111,388 as Presented.

For Denial: I move to deny the Contract Amendment for Work Authorization 3 with MWH Constructors, Inc

Reviewed and Approved for Presentation,

A handwritten signature in blue ink, appearing to read 'WJL', is written over a horizontal line.

Town Manager

JOHNSTOWN 100% GMP Rev 02 July 8, 2024

Line No.	Bid Package ID / Description	Sub / Vendor Name	90% OPCC	WA1	WA2	Sub/Vendor Original Bid Amount (\$)	MWH Cut/Add to Sub/Vendor Bid (\$)	TOTAL GMP INCLUDING WA1 & WA2	TOTAL WA3	# Bids	# Invited
1	SUBCONTRACTOR BID PACKAGES										
3	Yard Pipe	Dunrite - Under Contract	\$2,593,174	\$2,376,905		\$2,593,174		\$2,593,174	\$216,269	3	3
4	S-3166 Aggregate Piers	Keller	\$324,397	\$204,848		\$324,397	\$97,767	\$418,952	\$214,103	1	1
5	Excavation and Dewatering	Dunrite - Under Contract, No dewatering, see GMP	\$881,811	\$1,125,922		\$881,811		\$881,811	-\$244,111		
6	Well/Well Concrete	ARS Companies		\$759,663		\$1,162,230	\$11,623	\$1,173,833	\$414,170	3	5
7	Site Civil/Temp Road	Moved to S-3311		\$2,674,179				\$0	-\$2,674,179		
8	Emergency Generators	Power Systems West	\$765,500		\$1,757,500	\$765,500		\$765,500	-\$992,000		
9	MCC, Harmonic Filters	Ludvik		\$5,122,201		\$3,065,515	\$30,655	\$3,096,170	-\$2,026,031	5	5
10	Vertical Turbine Pumps & VFDs	Flowserv Corp	\$1,129,330	\$2,575,347		\$1,129,330	\$3,250	\$1,132,530	-\$1,442,817		
11	GAC Vessels & Media	Calgon Carbon Corporation - Selection By Town	\$3,260,454	\$4,240,000		\$3,154,459		\$3,154,459	-\$1,085,541		
12	Membrane Filters	Flintec Under Contract	\$4,646,603	\$4,554,434		\$4,646,603		\$4,646,603	\$92,169		
13	PEMB (Treatment Building Only)	Heath Steel	\$1,940,309	\$1,492,632		\$1,712,000	\$20,000	\$1,732,000	\$239,368	1	5
14	Electrical Preconstruction Services	Did not use		\$52,000				\$0	-\$52,000		
15			\$0			\$0					
16	MOPO	MOPOs are included by each trade	\$418,279								
17	Demo Moved to Dunrite Scope of Work	Dunrite	moved to line 57								
18	S-0330 Concrete	ARS Companies	\$7,492,985			\$6,275,832	\$255,901	\$6,531,733	\$6,531,733	1	1
19	S-0422 Masonry	BMS Wall System	\$946,004			\$843,357	\$175,446	\$1,018,803	\$1,018,803	3	8
20	S-0512 Metals	HME Inc. Supply only / MWH Install	\$967,669			\$634,589	\$266,131	\$900,720	\$900,720	1	7
21	S-0640 Arch Wood	MWH PLUG	\$12,474				\$51,258	\$51,258	\$51,258	0	4
22	S-0716 Dampproofing	MTN INC	\$130,752			\$139,111	\$2,781	\$141,892	\$141,892	3	8
23	S-0721 Insulation	With Masonry and Gypsum, Dampproofing	\$0						\$0		
24	S-0762 Roofing	Douglas Colony Group - Membrane Roof Only	\$333,625			\$381,711	\$67,706	\$449,417	\$449,417	2	4
25	S-0792 Joint Sealants	RSI INC.	\$15,036			\$67,600	\$31,171	\$98,771	\$98,771	1	7
26	S-0810 Doors, Hardware and Glazing	Colorado Door	\$213,275			\$208,898	\$51,782	\$260,680	\$260,680	1	6
27	S-0833 OH Door	Overhead Door Co. of Denver	\$69,690			\$65,300	\$12,048	\$77,348	\$77,348	3	4
28	S-0840 Aluminum Storefronts	PCI	\$5,226			\$130,960	\$1,815	\$132,775	\$132,775	1	4
29	S-0890 FRP Panel & Skylights	Power Products	\$15,069			\$280,833	\$2,000	\$282,833	\$282,833	1	5
30	S-0921 Gypsum Board Assemblies & Acoustical Ceilings	Schaeffer Drywall Systems, Inc	\$151,494			\$215,000	\$13,370	\$228,370	\$228,370	3	13
31	S-0930 Flooring	MWH PLUG	\$76,877				\$116,251	\$116,251	\$116,251	1	4
32	S-0990 Arch Painting & Coatings	Quality Linings	\$749,121			\$777,672	\$124,923	\$902,595	\$902,595	3	4
33	S-0991 Coatings NOT USED	Included with S-0990 above	\$0			with line 32	with line 32	with line 32			
34	S-1014 Signage	Star Sign	\$18,000			\$7,319	\$146	\$7,465	\$7,465	1	6
35	S-1028 Bath Accessories	Dynamic Specialties	\$7,460			\$3,686	\$3,848	\$7,534	\$7,534	3	4
36	S-1022 - Partition	Associated Building Specialties				\$17,579	\$527	\$18,107	\$18,107	1	2
37	S-1044 Fire Protection Assemblies	Dynamic Specialties	\$10,514			\$9,953	\$697	\$10,650	\$10,650	3	4
38	S-1051 Lockers	Associated Building Specialties	\$4,596			\$7,378	\$1,346	\$8,724	\$8,724	4	7
39	S-1253 Casework	ISEC - Quote included in specifications	\$100,000			\$96,404	\$20,438	\$116,842	\$116,842	1	8
40	S-1293 Site Furnishings	Encompass - Quote included in specifications	\$50,000			\$35,342	\$38,799	\$74,141	\$74,141	2	3
41	S-1334 Metal Building	Moved to WA2				See WA2	See WA2	See WA2			
42	S-2113 Fire Suppression	Total Fire	\$107,136			\$98,075	\$48,451	\$146,526	\$146,526	2	8
43	S-2200 Plumbing	Strait Mechanical	\$1,005,732			\$1,312,391	\$77,248	\$1,389,639	\$1,389,639	1	5
44	S-2300 HVAC	Horizon Mechanical Soluion	\$2,559,741			\$2,511,912	\$249,782	\$2,761,694	\$2,761,694	1	6
45	S-2600 Electrical I&C	Ludvik	\$14,166,701			\$11,787,765	\$212,969	\$12,000,734	\$12,000,734	5	5
46	SKM Allowance	SKM				\$200,000		\$200,000	\$200,000		
47	S-2600 Purchase Electrical Gear	Moved to WA2				See WA2	See WA2	See WA2			
48	S-2810 Security	Included with Ludvik S-2600 package				See line 45	See line 45	See line 45			
49	S-3120 Civil/Earthwork	Dunrite	moved to line 58			with line 56	with line 56	with line 56			
50	S-3166 Geopiers	Moved to WA2				See WA1	See WA1	See WA1			
51	S-3123 Dewatering	Herc Rental	\$400,000			\$288,751	\$243,773	\$532,524	\$532,524	1	3
52	Final Grading	Moved to S-3311	\$250,000			with line 56	with line 56	with line 56	\$532,534		
53	S-3212 AC Paving	Asphalt Specialties	\$546,414			\$536,094	\$124,628	\$660,632	\$660,632	3	7
54	S-3216 Flatwork	Included with ARS Companies Package S-0330	\$0			with line 18	with line 18	with line 18			
55	S-3231 Fencing	C-M Contracting	\$105,910			\$105,409	\$34,909	\$140,318	\$140,318	5	6
56	S-3292 Seeding/Landscape	Red Rock Construction	\$251,971			\$249,476	\$68,356	\$317,832	\$317,832	1	9
57	S-3311 / S-3120 Yard and Earth	Dunrite	\$2,562,613			\$3,749,849	\$826,926	\$4,576,776	\$4,576,776	1	1
58	Demo included in Dunrite scope	Dunrite	\$523,869			with line 56	with line 56	with line 56			
59	Earthwork included in Dunrite scope	Dunrite	\$541,511			with line 56	with line 56	with line 56			
60	WA1 Yard Pipe Changes Identified						\$437,002	\$437,002	\$437,002		
61	S-4000 Self Perform	MWH	\$5,806,166				\$6,608,290	\$6,608,290	\$6,608,290	2	7
62	S-4100 Hoist	None shown nor specified	\$19,621			N/A		N/A			
63	S-4600 Self Perform	MWH	\$5,347,273				\$5,564,273	\$5,564,273	\$5,564,273	10	16
64											
65											
66	SUBTOTAL SUBCONTRACTOR BID PACKAGES		\$61,524,380	\$7,141,517	\$19,794,114	\$50,469,953	\$15,898,236	\$66,368,189	\$39,432,558		
67								\$66,368,189			
68	GENERAL CONDITIONS										
69	General Conditions	MWH	\$6,186,916	\$1,403,802	\$81,643	\$0	\$7,391,055	\$7,391,055	\$5,905,609		
70	Startup and Commissioning Help	MWH					\$660,058	\$660,058	\$660,058		
71	SUBTOTAL GENERAL CONDITIONS		\$6,186,916	\$1,403,802	\$81,643	\$0	\$8,051,113	\$8,051,113	\$6,565,667		
72	SUBTOTAL COST OF WORK		\$67,711,297	\$8,545,320	\$19,875,757	\$50,469,953	\$23,949,349	\$74,419,302	\$45,998,225		
73											
74	CONTINGENCIES										
75	CMAR Contingency	2.77%	\$1,230,488	\$427,266	\$993,788			\$2,063,535	\$642,481		
76	Owner Contingency	2.77%	\$1,354,226					\$2,063,535	\$2,063,535		
77								\$0	\$0		
78	Escalation	0%	\$677,113					\$0	\$0		
79	SUBTOTAL CONTINGENCY		\$3,261,826	\$427,266	\$993,788			\$4,127,070	\$2,706,016		
80	SUBTOTAL COST OF WORK + CONTINGENCY		\$70,973,123	\$8,972,586	\$20,869,545			\$78,546,372	\$48,704,241		
81											
82	INSURANCE AND BONDS										
83	Liability Insurance	0.66%	\$507,779	\$63,544	\$148,785			\$561,726	\$349,407		
84	Builders Risk Insurance	0.60%	\$461,617	\$205,302				\$510,669	\$305,366		
85	Project Bond	0.77%	\$592,408	\$74,134	\$173,582			\$565,358	\$407,641		
86											
87	SUBTOTAL INSURANCE AND BONDS		\$1,561,804	\$342,980	\$322,367			\$1,727,761	\$1,062,414		
88	SUBTOTAL COW + CONTINGENCY + INS AND BOND		\$72,534,927	\$9,315,566	\$21,191,912			\$80,274,133	\$49,766,656		
89											
90	CMAR OH&P										
91	CMAR OVERHEAD	3.5%	\$2,369,895	\$264,907	\$727,577			\$2,604,676	\$1,612,192		
92	CMAR FEE	3%	\$2,031,339	\$227,063	\$623,637			\$2,232,579	\$1,381,879		
93			\$0					\$0			
94	SUBTOTAL CMAR OH&P		\$4,401,234	\$491,971	\$1,351,214			\$4,837,255	\$2,994,070		
95											
96	TOTAL GMP		\$ 76,936,161	\$ 9,807,537	\$ 22,543,126			\$ 85,111,388	\$ 52,760,726		

Guaranteed Maximum Price

for

Town of Johnstown, Colorado

Water Treatment Plant Expansion CMAR Project

100% Design Dated May 17, 2024



June 17, 2024

Guaranteed Maximum Price

100% Design

Basis of Guaranteed Maximum Pricing

Client: Town of Johnstown, CO
Project Name: WTP Expansion
Project Contact: Tom Paul
Design Definition: 100% Design

Date Issued:
Revision No.: 0
AACE Class: 1
Currency: USD

Prepared by: Tom Auay-Fuay Date: 6/17/2024
 Lead Estimator

Reviewed by: Matt Wojtkiewicz Date: 6/17/2024
 QA/QC Review, Estimating Manager

Reviewed by: Tom Paul Date: 6/17/2024
 Project Executive

Accepted by: _____ Date: _____

This GMP was prepared by MWH, including evaluations of the Client's project budget, and/or funding, represent MWH's best judgment as a Construction professional familiar with the Construction industry. Unless and to the extent otherwise indicated by MWH, such budgets or evaluations are based on upon current market rates for labor, material, and equipment, or bids received by potential subcontractors. The Client acknowledges that MWH has no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the GMP, the project budget or negotiating conditions at the time of project execution.

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Guaranteed Maximum Price

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Guaranteed Maximum Price

1 BASIS OF Guaranteed Maximum Price

1.1 Introduction

The intent of this Guaranteed Maximum Price (GMP) for the Town of Johnstown, Colorado Water Treatment Plant Expansion Project is to describe in sufficient detail the methodology, assumptions, exclusions, allowances, exceptions, and any other information used to develop this GMP. The information contained within is applicable to construction and reasonably anticipated scope of work for the project. This GMP was prepared to present the CMAR's estimated construction cost associated with 100% design technical information (drawings, specifications, geotechnical report, electrical load calculations) provided for the project by the design Engineer of Record.

1.2 Project Scope

The Johnstown WTP Expansion CMAR Project generally consists of the expansion of an existing 3.1 MGD capacity treatment plant to a 12.0 MGD capacity plant, as part of a two-phased planned expansion ultimately planned to a 21.0 MGD capacity plant. The existing treatment plant includes pretreatment with rapid mixing, two-stage flocculation, and dissolved air flotation (DAF), followed by multi-media and granular activated carbon (GAC) filtration (used seasonally), disinfection, storage and distribution pumping through two separate zones. The initial plant expansion to a 12 MGD facility will include construction of a new ultrafiltration membrane system, additional GAC filtration, construction of wet well pumping basins and a new chlorine contact basin, and new distribution pump station. The new treatment building will house the ultrafiltration and GAC filtration equipment and wet well, as well as new chemical storage tanks, electrical and communications rooms, and administration building for plant operations personnel.

Additionally, the project scope includes replacement of treatment equipment at the existing DAF facility, and construction of a new residuals building for improved processing of solids screening and handling at the pretreatment process facility. The new plant facilities will be constructed on property located immediately south of the existing WTP facility and will include site improvements for new access roadways, site fencing and gates, landscape, and storm drainage. Following start-up of the new treatment facilities, the existing backwash pond will be taken out of service and backfilled with suitable soil making room for the eventual addition of the Phase 2 (expansion to 21 MGD) plant expansion facilities.

Yard piping improvements are needed early within the project scope of work to relocate utilities away from the planned Phase 1 expansion. Additional site utility improvements include storm drainage and sanitary sewer installations for the new Phase 1 building construction and construction of new duct bank and electrical transformer, generator(s), and switchboard equipment for power and controls to the new process equipment.

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1.3 Organization

The GMP estimate is organized by trade bid packages.

1.4 Class of GMP Estimate

This GMP estimate is considered to meet a Class 1 bid/tender estimate in accordance with the AACEI Cost Estimate Classification System. A Cost Estimate Classification Matrix including accuracy ranges and typical contingencies along with detailed description of each estimate class can be found in the Classification Matrix/Estimate Classification Descriptions attached to this report.

1.5 Reference Documents

The following reference documents serve as the estimating basis:

No.	Date	Description
1	May 17, 2024	100% Design Review Drawings
2	May 17, 2024	100% Review Technical Specifications

1.6 Estimating Team

The estimating team is made up of the following individuals:

Name	Role and Responsibility
Todd Allen	Electrical Estimator
Anthony Kianna	Process Pipe Estimator
Tom Auay-Fuay	Lead Estimator, Process Equipment Estimator
Matthew Wojtkiewicz	Precon Manager
Tom Paul	Project Executive
Brent Edwards	Estimate QA/QC Review, Process Pipe
Jeff Garner	Estimate QA/QC Review

Guaranteed Maximum Price

1.7 Labor Assumptions

The following labor assumptions are incorporated into the GMP:

Parameter	GMP Assumption
Local Wage Determination	Local wage
Productivity Adjustment to U.S.	100% (no adjustment)
Shift Basis Shifts/Day Days/Week	8 hrs. 1 Shift/day 5 Days/Week
Living Per Diems or Camp Costs	N/A
FICA SUI Workers Compensation	Included in hourly rate

1.8 Equipment Assumptions

The following equipment assumptions are incorporated into the GMP only refers to MWH self-perform scopes of S-4000 and S-4600:

Parameter	GMP Assumption
Equipment Rate Basis	For self-performance, internal rates were used.
Rate Adjustment to U.S. Avg.	None
Fuel Rates: Gasoline Diesel	\$4.25/Gal. \$4.00/Gal.

1.9 Assumptions

The following assumptions are incorporated into the GMP estimate:

Div 00 – General Conditions

- Project construction duration, including commissioning and startup, is assumed to be 39-months starting April 2024 for substantial completion. An additional 8 months for a monitored membrane filter test are included as required between substantial completion and final completion per Specification Section 46 61 33 – Membrane Filtration System.
- Project building/development permits (i.e. Building permits and plan review fees) are excluded from the estimate and are the responsibility of the client to procure. It has been stated by the town that this cost will be waived.
- General Contractor and/or Subcontractor(s) will be able to connect to existing onsite utilities for water and sewer required for construction operations at no cost.
- Third party quality control and material testing services subcontract scope are **not** included in

Guaranteed Maximum Price

this GMP and are the responsibility of the Owner.

- As required by the Town of Johnstown, additional preconstruction costs not in the preconstruction contract are included as part of the general conditions.

Div 01 –General Requirements

- Regional contractors have competed and tendered bids for the project.
- Builder's Risk Insurance is included.
- MWH's standard industry commercial terms will be the basis for all subcontract and material supply procurements.
- Subcontract and Material Supply contracts will include cost of payment and performance bonds / supply bonds.
- CMAR and its Subcontractor(s) will have complete free and clear access, easement, and/or right-of-way to work.
- Sales Tax, for state and municipal taxes, is included at 6.4% for consumable materials and construction equipment only. No other taxes are included.
- There will be sufficient funds to construct the project.
- 01 75 00 Manufacturer's Field Services outlines various supplier requirements but doesn't outline how general project startup should go or any submittals/plans that would be required.
- 01 75 00 – Manufacturer's Field Services 3.01.B Performance Testing – States that Owner may conduct acceptance tests after installation to determine if Equipment is in accordance with Contract Documents. This is vague language, and not accounted for in the project schedule.

Div 02 – Existing Conditions

- S-3120/S3310: There are no changes, nor demolition, to existing clarifiers.
- S-3120/S3310: Existing yard pipe to be demolished is assumed to be 8' deep or shallower unless an elevation is specifically shown on the contract documents.
- S-3120/S3310: Existing yard pipes are assumed to be non-hazardous (ie. asbestos containing, lead paint, etc.) unless specifically called out in the contract documents.
- S-3120/S3310: Cost for demolished yard pipe to be removed from site is included. Cost for hazardous material remediation, if required, is excluded.

Div 03 - Concrete

- S-0330: 70 days of winter weather protection are being carried in the cost of the work. Additional winter weather protection days will be covered using CMAR Contingency. Unused weather days will be credited back to the Owner and put into CMAR Contingency.
- S-0330: Clarification needed between 03 30 00 part 2, 2.01 "air entrained" concrete mix and 03 30 00 – 3.03 finish to 1/8" in 10' feet. This is unachievable between the two specifications. Dictating a hard trowel finish.

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Div 04 - Masonry

- S- 0422: Masonry work package was competitively bid out and low responsive bidder was used in this GMP.

Div 05 - Metals

- S-5512: Metals work package was competitively bid, and low responsive bidder was used in this GMP for materials purchase.
- S-5512: Roof deck is supplied as gage 20. This was not specified on drawings. Price is subject to change if the Engineer of Record (EOR) states a different gage.
- S-5512: Engineer of Record is responsible for providing all joist loading. EOR or other design professional to provide Vulcraft (deck manufacturer) with joist loading. Vulcraft will only design the joists for the loading provided. Vulcraft will not act as the delegated design professional.
- S-5512: ½" slope rate adjusted joist seat depths to 3 ½" (K Series) and 7 ½" (LH).
- S-5512: Angles used in K Series joists are commonly less than 3/16" thick. Price assumes the 3/16" weld will be replaced by an equivalent 1/8" weld where field welds are required.
- S-5512: Layout drawings will not be "sealed or stamped" by an engineer since they represent work that was done by the EOR, not Vulcraft. Joist calculations can be sealed by a Vulcraft engineer because they do represent design work by Vulcraft.
- S-5512: We did not receive metals installation quotes. MWH used our self-performance estimate for the installation.

Div 06 – Wood, Plastics, and Composites

- S-0640 No bids were received for the architectural wood finishes. A budget allowance of \$51,258 is being included in the GMP. Architectural wood finishes will be bid out after GMP. Additional costs above the budget allowance carried in the GMP estimate will be covered under the CMAR Contingency.

Div 07 – Thermal & Moisture Protection

- S-0716: Damp proofing is included on the exterior below grade walls at the Drain Pump Station and Residuals Basin only.
- S-0716: Wall guard concrete faced insulation panels are being carried where specified. This specification was not included in the 100% documents and was sent on 6/10/2024. Cost savings could be recognized with rigid foam board insulation.
- S-0721: Insulation scopes are included with S-0422 Masonry and S-0921 Gypsum Board Assemblies.
- S-0762: EPDM roofing at Treatment Building Chemical and Administration side only.

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- S-0762: A 15% escalation is being included to account for the schedule for when this scope will be installed. The proposal received is only good for today's pricing.
- S-0762: Extruded Aluminum Screen Wall System is 6063T6 Extruded Aluminum, 2" Horizontal Inverted Thinline Blades, spaced 3" on center, 42" free area, Mitered Coners, Anodized dark bronze finish.
- S-0762: Excludes delegated design, engineering calculations/stamped shop drawings.
- S-0762: If any specified material becomes unavailable either temporarily or permanently after this proposal is sent or the contract is executed, MWH will be allowed to propose an available substitute. Any increase in the cost between the originally specified material and the substitute shall be cause for a change request.
- S-0792: We received one bid for joint sealants. Their proposal did not include firestopping and mineral wool. We have included a \$30,000 allowance to cover this scope of work. Additional costs above the budget allowance carried in the GMP estimate will be covered under the CMAR contingency.

Div 08 – Openings

- S-0810: We received one quote for the doors and hardware. They did not include any glazing, for which MWH budgeted an allowance of \$9,000.00. They did not include any windows, of which MWH included an allowance of \$19,866. Additional costs above the budget allowance carried in the GMP estimate will be covered under the CMAR Contingency.
- S-0833: A 15% escalation is being included for the Overhead Door to account for the schedule for when this scope will be installed.
- S-0890: Skylights are not available with eyehook to remove as specified in the contract documents. Pricing for skylight does not include this feature.

Div 09 - Finishes

- S-0921: We received one bid on the Gypsum Board Drywall Assemblies. This has been included in the GMP.
- S-0930: No bids were received for flooring. A budget of \$116,251 is being carried in the GMP. Flooring will be bid out after GMP. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR contingency.
- S-0990: We received 3 bids on the Paint and Coatings system. Low responsive bidder is included in this GMP. However, their scope did not include any coatings repair in the DAF building. MWH has included a budget allowance of \$44,000.00. In Addition, we have included budgeted allowance of \$50,000.00 for scope exclusions. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR contingency.

Div 10 - Specialties

- S-1014: We received one bid for signage for \$7,319. This price is being carried in the GMP.
- S-1022: We received 2 bids for the Folding Partition Walls. Low responsive bidder is included in this GMP.

Guaranteed Maximum Price

- S-1028: We received 3 bids for the Bathroom Accessories. Low responsive bidder is included in this GMP.
- S-1044: We received 3 bids on fire protection assemblies. Low responsive bidder is included in this GMP.
- S-1051: We received 4 bids on the Lockers. Low responsive bidder for the overall S-1028, S1044 and S-1051 package is included in this GMP.

Div 11 – Equipment

- With S-1253 Casework Package for Fume Hood.

Div 12 – Furnishings

- S-1253: Using ISEC per quote included in specifications. This is being carried as an allowance for \$116,842.00. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR Contingency.
- S-1293: Using Encompass per quote included in specifications. This is being carried as an allowance for \$74,141.00. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR Contingency.

Div 13 – Special Construction

- S-1334: We received one bid for the pre-engineered metal building (PEMB), and this has been included in this GMP.
- S-1334: MWH has included an allowance of \$20,000.00 for scope exclusion from the PEMB provider. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR Contingency.
- S-1334: PEMB excludes mockup or extensive samples beyond color chips.
- S-1334: Low responsive bidder uses on-site camera to monitor progress. If cameras are not allowed, supervision costs may increase.

Div 21 – Fire Protection

- S-2113: We received one bid for the Fire Protection system, and this has been included in this GMP. We have also carried additive of \$29,000 for one nitrogen generator.
- S-2113: Sprinkler Design to the following:
 - NFPA 13
 - Ordinary & Light hazard throughout
 - Layout documents: Assumes use of all fire protection, structural, reflected ceiling, HVAC, and electrical CAD files provided by owner or A/E at no cost.
 - The System shall be hydraulically designed per NFPA by NICET III.
 - Local Authority Having Jurisdiction approved plans and calculations.
- S-2113: No fire suppression included for Residual building as none are shown in the drawings.

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Div 22 – Plumbing

- S-2200: We received one bid for the plumbing, and this has been included in this GMP.
- S-2200: We have included an allowance of \$50,000 for under slab encasement of water and sewer services of which subcontractor excluded. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR Contingency.

Div 23 – HVAC

- S-2300: We received one bid for the HVAC, and this has been included in this GMP.
- S-2300: We have included an allowance of \$18,800 for scope exclusions by the HVAC subcontractor. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR Contingency.

Div 26 – Electrical

- S-2600: We received two competitive bids on Electrical, Instrumentation and Controls. The low responsive bidder has been included in this GMP.
- S-2600: SKM was carried by all of the electrical contractors for a total price of \$1,245,106. SKM scope of work was defined by the Town of Johnstown without input from CMAR. CMAR has reviewed scope with electrical contractors to ensure all coordination items are carried in the electrical subcontractor number.
- S-2600: Drawings 00I-050, 00I-051, 00I-052, 00I-053, 00I-061, 00I-054, 00I-055, 00I-056, 00I-058, 00I-059, 00I-060, and 00I-062 were not included in the 100% documents. These drawings were sent over on 6/10/2024. We have confirmed that electrical contractors have included these in their proposals.
- S-2600: Switchgear is Siemens.
- S-2600: Active Harmonic Filters are TCI.
- S-2600: VFD's 480v where shown are Allen Bradley.
- S-2600: Exclude any Factory Witness Testing.

Div 31 – Earthwork and Div 33- Utilities

- S-3120 / S-3311: We received competitive bids with Work Authority 2 for the early work package for Phase 1 earthwork and yard pipe. With the 100% design, we requested a proposal from the low responsive bidder for the remaining earthwork and yard pipe scope. This bid is included in this GMP.
- S-3166: We received a bid for aggregate piers in Work Authorization 1. This bid is included in this GMP.
- S-3123: We received quotes for dewatering. This includes the installation of maintenance of all dewatering equipment. Two options were provided by Herc rental. Deep well and sump pump options. MWH has selected to go with sump pump option based on the early works excavation currently being constructed now. MWH has included 9 months of rental for this

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GMP.

Div 32 – Exterior Improvements

- S-3212: Due to the timing of this work package and a shortened bidding duration of the 100% design documents, we did not receive any bids. MWH applied a 5% 90-100% changes and 15% cost adder for escalation to the bidder's previous bid at 90% design. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR contingency.
- S-3231: We received competitive bids for the Fencing scope and the low responsive bidder has been included in this GMP.
- S-3293: We received one bid for the landscape scope, and this has been included in this GMP.
- S-3293: Due to the timing of this work package and a shortened bidding duration of the 100%, we did not receive any bids on the 100% documents. MWH applied a 5% 90-100% changes and %15% cost adder for escalation to the bidder's previous bid at 90% design. Additional costs above the allowance carried in the GMP estimate will be covered under the CMAR contingency.

Div 33 - Utilities

- Please see S-3120/S-3311 in Div 31 above.
- We understand that the gas line to the meter at the building is supplied and installed by the utility provider. No costs for utility provider to bring the gas main to the site or individual buildings is included.

Div 40 – Process Pipe

- S-4000: This package is estimated as self-perform by MWH.

Div 41 – Hoists & Cranes

- None shown on drawings or specifications.

Div 46 – Process Equipment

- S-4600: This package is estimated as self-perform by MWH.
- S-4600: Startup chemicals are not included. These will be provided by the Owner at startup.
- Exceptions and clarifications to specifications:
 - Section 33 32 22 2.03 B.3. c.: Minimum efficiency of 52%.
 - Section 33 32 22 2.03 D.2. d.: Shutoff Maximum of 125 ft.
 - Section 43 41 45 The FRP tank data sheets show 2" outlets, but the P&IDs call for 4" on the smaller Citric Acid, Sod. Bisulfite and Sulfuric Acid tanks. Our proposal has 2" fittings.
 - Section 43 42 45 The FRP tank data sheets for the CIP Hot Water Tank show a connection for a heater, but there is no mention of a heater in the spec section. A

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- heater is not included in our proposal.
- Section 46 33 00 Liquid Chemical Feed Equipment:
 - Alum system calls for PVC pipe with CPVC valves and accessories. Our quote is for all PVC as this is standard for aluminum sulfate systems.
 - Sodium Permanganate systems details 316SS valves and accessories, including Swagelok type fittings, but calls for PVDF piping. It's difficult to transition from PVDF to Swagelok, so the skids are quoted as all 316SS piping, valves and accessories. Currently, the price difference between PVDF and 316SS is negligible. The tote accessories are 2" 16SS with threaded connections.
 - Backpressure valves are not recommended with peristaltic pumps unless there is a chance for siphoning. Removing them would extend tube life and save \$250 per valve. Our proposal currently includes BPVs.
 - Caustic soda system shows CPVC pipe but lists all 316SS valves and accessories. The proposal is for all 316SS tubing, accessories and fittings. There could be savings using CPVC.
 - The P&IDs don't show any controls for the brine tank that are called out "Provide one water level control system, including a radar level transmitter and level indicator, as specified in DIVISION 40". Evoqua's standard is a mechanical level control system for their brine tank. Alternatively, Design Tank provided a price for an FRP Brine maker tank that is included in this proposal. A deduct for the standard tank from Evoqua would be provided (approximately \$4K).
- Section 46 40 05 – Solids Systems General Provisions references Centrifuges in section 3.03 – Field Testing at a rate of 550 Lb. / HR. Belt Press equipment is rated at 233 Lb. / HR.
- Section 46 40 05 – This is specifications requires the entire solids system to be provided by one manufacturer. However, not all manufacturers can provide the specified manufacturer listed for each component. MWH takes exception to this requirement. BDP, who is a named manufacturer for the Belt Filter Press was low responsive bidder of the Solids System Supplier. However, they are supplying BDP for the conveyor system.

1.10 Cost Plus Fee versus Lump Sum GMP

The purpose of section 1.10 Lump Sum versus Cost Plus Fee GMP is to outline the risks, responsibilities, and level of effort each billing type requires.

- Cost Plus Fee GMP
 - Requires a higher level of effort from Owner and CMAR
 - Requires all invoices to be submitted, reviewed, and approved by the Owner prior to payment.
 - Requires at least one FTE employee for the Owner and CMAR to gather invoices and to

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- create a Pay Application.
 - The CMAR General Conditions included in this GMP assume Lump Sum level of effort.
- Lump Sum GMP
 - Requires minimum level of effort to track costs and create pay applications
 - Will utilize a mutually agreed upon Schedule of Values (SOV) for pay application.
 - Will be based on percentage complete from the Project Schedule.
 - Will include separate Pay Application from each Subcontractor and if applicable each equipment supplier.

1.10 Exclusions / Exceptions

The GMP pricing excludes the following items:

- Third party testing, geotechnical services including earthwork and concrete are not included. Special inspections required in the contract documents are in the scope of work.
- Any future design changes which are **NOT** shown in the 100% Design drawings and specifications.
- On-site security personnel
- Owner / Engineer field office trailers – Office for onsite inspection will be in GC Trailer
- All archeological preservation and cultural heritage mitigation measures.
- Warehouse storage area.
- All Owner costs such as, but not limited to, pre-construction activities, allowances for change orders and claims, engineering services during construction, management and support of field construction activities, and Owner's Contingency.
- Removal of unforeseen underground obstructions.
- Hazardous material identification, remediation, or disposal.
- Special inspections and testing not listed.
- Engineering Design Fees.
- Engineer's Services During Construction
- Geotechnical investigation.
- Any costs associated with impacts due to COVID-19 or other health pandemics.
- Any work to the existing clarifiers.
- New break tank and valve
- Cleaning and/or disinfection of the DAF basins.
- Fiber Optic Duct Bank
- Fiber optic cables
- Bi-Directional Amplifier System/Wi-Fi and devices
- Electrical utility provider equipment upstream of the main service section, including

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transformers, duct banks, and conductors.

- Main gas line into site and to within 5 foot of the buildings or to the meters. Gas meters to be set by gas supplier.

1.11 Allowances & Contingencies

The GMP includes the following allowances for construction costs not clearly described by the project design documents:

Div 01 – Temporary Pipe & Materials Associated with Startup & Commissioning is being carried as an allowance in this estimate due to vague startup and commissioning specifications.	\$250,000.00
S-0640: Architectural Wood – No bids were received for architectural woodwork. Architectural woodwork will be bid out after GMP.	\$71,124.00
S-0792: Firestopping and Mineral wool allowance added to RSI scope.	\$30,000.00
S-0810: Openings. Responsive bidder did not include glazing or windows. An allowance of \$28,866.00 is included in the GMP.	\$28,866.00
S-0930: Flooring – No bids were received at the time of this GMP estimate. Flooring will be bid out after GMP.	\$116,251.00
S-0990: Painting and Coatings excluded scope allowance.	\$94,400.00
S-1293: Furnishings – MWH is using Encompass as their quote was included in the specifications. Their scope is not complete. MWH has included allowances in to cover items that were not included.	\$74,141.00
S-1334: MWH included an allowance of \$20,000.00 for scope exclusions from the Pre-Engineered Metal Building provider.	\$20,000.00
S-2200: MWH included an allowance of \$50,000.00 for scope exclusions from the Plumbing subcontractor.	\$50,000.00
S-2300: MWH included an allowance of \$18,800 for scope exclusions from the HVAC subcontractor.	\$18,800.00
S-3212: AC Paving allowance due to timing of bid and when this work will occur in 2027.	\$660,632.00
S-3292: Seeding and landscaping allowance due to timing of bid and when this work will occur in 2027.	\$317,832.00
S-2600 Electrical I&C for SKM allowance programming and integration	\$200,000.00

Overruns to allowance items above will be paid for out of Contractor Contingency.

CMAR Contingency specifically includes, but is not limited to:

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- Errors and omissions in the estimating process.
- Variability associated with the quantification effort.
- Design that may not be complete enough to determine final quantities.
- Some items that may define precise quantification but are required to be estimated.
- Some items to be quantified are generally computed by factoring.
- Labor productivity variability.
- Labor availability, skills, and productivity that may vary from that assumed.
- Weather impact which may affect productivity.
- Normal wage rate variability.
- Composite wage rates varying from those assumed due to crew make-up, market conditions, and labor availability.
- Material and equipment costs may vary from those in the estimate due to inflationary reasons and market conditions.
- Minor variations in the actual quantities.

CMAR Contingency specifically excludes:

- Changes in scope directed by Owner.
- Major unexpected work stoppages (strikes, etc.).
- Disasters (hurricanes, tornados, etc.).
- Unforeseen conditions.
- Excessive, unexpected inflation.
- Excessive, unexpected currency fluctuations.
- Impacts due to pandemics or health emergencies like COVID-19

1.12 Contract Time

As required by the contract, at the development of the GMP, the dates for substantial and final completion are listed below.

Substantial Completion – 16-Dec-2026

Final Completion – 09-Jun-2027

Duration between Substantial Completion and Final Completion accounts for the 180 calendar days as outlined in Specification Section 46 61 33 Membrane Filtration System. This duration is at the Owner's discretion to reduce.

Zero weather days have been included in the schedule. A weather day is defined as

- Sustained minimum air temperature at the job site for more than 4 hours during the Working Hours that is a maximum of the temperatures listed below:
 - December – 25F

Guaranteed Maximum Price

- January – 25F
- February - 25F
- March – 25F
- Rainfall at the job site greater than 0.25 inches per hour.
- Snowfall at the job site greater than 5 inches in a single occurrence.
- Sustained winds for 2 hours or longer at the job site of greater than 35 miles per hour when no cranes are in use.
- Sustained winds for 2 hours or longer at the job site of greater than 20 mile per hour when cranes are being used.
- MWH will request a one-day schedule extension for each weather day that occurs.

The following holidays are captured in the calendar for the duration of the project:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day

1.13 Project Risks / Opportunities

Project Risks:

- Unforeseen existing conditions discovered during excavation.
- Severe weather events.
- Market volatility.
- Effects of COVID-19 in material availability/delivery and available manpower.
- Changes due to underdeveloped design, specifically the Residuals Building.
- CDPHE rated the plant at 10.5 MGD in RAW. MWH has no responsibility to perform performance testing over this rate.
- Control Narrative is not fully developed, and changes will be needed during construction, possibly impacting cost and schedule. Schedule and cost impacts will be paid for by Owner Contingency.
- Startup and Testing requirements are vague, misleading, and in some cases reference equipment not being provided. Every effort was made to include all required startup and

Guaranteed Maximum Price

testing. Startup and testing missed in this estimate due to vague specifications will be paid for from Owner Contingency.

- Design on the Residuals Building has not advanced to the 100% level. Further design development may result in additional cost and schedule impacts. Schedule and cost impacts for design progression of the residuals building will be paid for from Owner Contingency.
- CDPHE Permit comments have not been incorporated into this design and are not being accounted for in this GMP.

Project Opportunities:

- Construction joint spacing at Treatment Building could be maximized to reduce cost and schedule time.
- Eliminate all the individual SOG at the Treatment Building and form, pour, finish two large warehouse style slabs.
- The bottom of slab waterstop detailed at treatment building is expensive and uncommon. Common waterstop can be used at a savings.
- Competitively bid programming scope could result in savings.
- Concrete wallguard insulation panels are significantly more expensive than rigid insulation. Rigid insulation could be used as a cost savings.
- Drain Pump Station design could be modified to a post tensioned tank with twin tees on the deck.

List of Attachments

1.0 100% GMP Summary with bid tabulations and self-performance detail estimate.

2.0 GMP Schedule Dated June 21, 2024

Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024												2025												2026												2027					Item #9.
								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
Johnstown WTP Expansion Project - 100% (06.21.24)								1107	763	1111	06-Feb-23 A	08-Jul-27	0																																				
General Conditions								1087	743	1091	06-Feb-23 A	09-Jun-27	20																																				
Contract Milestones (L1)								1087	733	1091	06-Feb-23 A	09-Jun-27	0																																				
MSL1000010	LNTP for Preconstruction Services	0	0	0	06-Feb-23 A																																												
MSL1000030	NTP Based on 100% GMP (WA3)	1	1	1	09-Jul-24	09-Jul-24	0	NTP Based on 100% GMP (WA3)																																									
SC	Substantial Completion	0	0	0		14-Dec-26	42																																										
MSL1000050	Contractor's Weather Allowance	0	0	0	14-Dec-26	14-Dec-26	42																																										
FC	Final Completion	0	0	0		09-Jun-27	0																																										
Project Milestones (L2/L3)								564	490	650	01-Nov-23 A	05-Jun-26	273																																				
WA1 & WA2 L2 Milestones								362	362	362	03-Jul-24	11-Dec-25	293																																				
A11920	Test and Chlorinate PW Lines Complete	0	0	0		03-Jul-24	85	Test and Chlorinate PW Lines Complete																																									
A11900	Storm and Sanitary Line Completion	0	0	0		19-Aug-24	53	Storm and Sanitary Line Completion																																									
A11930	Aggregate Piers Complete	0	0	0		06-Dec-24	-23	Aggregate Piers Complete																																									
A11940	WA2 Procurement Complete	0	0	0		11-Dec-25	293	WA2 Procurement Complete																																									
WA3 L2 Milestones								335	335	335	05-Feb-25	05-Jun-26	173																																				
Treatment Building								111	111	111	29-Sep-25	12-Mar-26	233																																				
A11990	Concrete Complete - Treatment Building	0	0	0		29-Sep-25	344	Concrete Complete - Treatment Building																																									
A12030	PEMB Complete - Treatment Building	0	0	0		10-Dec-25	294	PEMB Complete - Treatment Building																																									
A12110	Mechanically Complete - Treatment Building	0	0	0		06-Feb-26	256	Mechanically Complete - Treatment Building																																									
A11910	Treatment Building Complete	0	0	0		12-Mar-26	0	Treatment Building Complete																																									
A12070	Electrically Complete - Treatment Building	0	0	0		12-Mar-26	233	Electrically Complete - Treatment Building																																									
Disinfection Contact Basin (DCB)								211	211	211	21-Mar-25	23-Jan-26	266																																				
A12000	Concrete Complete - Disinfection Contact Basin (DCB)	0	0	0		21-Mar-25	477	Concrete Complete - Disinfection Contact Basin (DCB)																																									
A12040	PEMB Complete - Disinfection Contact Basin (DCB)	0	0	0		02-Jun-25	427	PEMB Complete - Disinfection Contact Basin (DCB)																																									
A12120	Mechanically Complete - Disinfection Contact Basin (DCB)	0	0	0		22-Dec-25	286	Mechanically Complete - Disinfection Contact Basin (DCB)																																									
A11950	Disinfection Contact Basin (DCB) Complete	0	0	0		23-Jan-26	136	Disinfection Contact Basin (DCB) Complete																																									
A12080	Electrically Complete - Disinfection Contact Basin (DCB)	0	0	0		23-Jan-26	266	Electrically Complete - Disinfection Contact Basin (DCB)																																									
Drain Pump Station								269	269	269	05-Feb-25	04-Mar-26	239																																				
A12050	Vaults Complete - Drain Pump Station (DPS)	0	0	0		05-Feb-25	508	Vaults Complete - Drain Pump Station (DPS)																																									
A12130	Mechanically Complete - Drain Pump Station (DPS)	0	0	0		04-Jun-25	425	Mechanically Complete - Drain Pump Station (DPS)																																									
A12010	Concrete Complete - Drain Pump Station (DPS)	0	0	0		17-Feb-26	251	Concrete Complete - Drain Pump Station (DPS)																																									
A11960	Drain Pump Station (DPS) Complete	0	0	0		04-Mar-26	133	Drain Pump Station (DPS) Complete																																									
A12090	Electrically Complete - Drain Pump Station (DPS)	0	0	0		04-Mar-26	239	Electrically Complete - Drain Pump Station (DPS)																																									
Residuals Building								145	145	145	04-Nov-25	05-Jun-26	173																																				
A12020	Concrete Complete - Residuals Building	0	0	0		04-Nov-25	318	Concrete Complete - Residuals Building																																									
A12060	PEMB Complete - Residuals Building	0	0	0		11-Dec-25	293	PEMB Complete - Residuals Building																																									
A12140	Mechanically Complete - Residuals Building	0	0	0		11-Feb-26	253	Mechanically Complete - Residuals Building																																									
A11970	Residuals Building Complete	0	0	0		05-Jun-26	51	Residuals Building Complete																																									
A12100	Electrically Complete - Residuals Building	0	0	0		05-Jun-26	173	Electrically Complete - Residuals Building																																									
DAF Building								15	15	15	09-Jan-26	02-Feb-26	260																																				
A12160	Mechanically Complete - Existing DAF Building	0	0	0		09-Jan-26	275	Mechanically Complete - Existing DAF Building																																									
A11980	DAF Building Complete	0	0	0		02-Feb-26	147	DAF Building Complete																																									
A12150	Electrically Complete - DAF Building	0	0	0		02-Feb-26	260	Electrically Complete - DAF Building																																									
Low Demand Season								708	515	881	01-Nov-23 A	30-Mar-26	465																																				
A6440	Low Demand Season 23/24 - Start	0	0	0	01-Nov-23 A			Demand Season 23/24 - Start																																									
A6490	Low Demand Season 23/24	0	0	168	01-Nov-23 A	16-Apr-24 A		Demand Season 23/4																																									
A6450	Low Demand Season 23/24 - Finish	0	0	0		16-Apr-24 A		Low Demand Season 23/24 - Finish																																									
A6460	Low Demand Season 24/25 - Start	0	0	0	01-Nov-24*		980	Low Demand Season 24/25 - Start																																									
A6500	Low Demand Season 24/25	150	150	150	01-Nov-24	30-Mar-25	0	Low Demand Season 24/25																																									
A6470	Low Demand Season 24/25 - Finish	0	0	0		30-Mar-25*	0	Low Demand Season 24/25 - Finish																																									
A4460	Low Demand Season 25/26 - Start	0	0	0	01-Nov-25*		219	Low Demand Season 25/26 - Start																																									

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Last Update Milestone

Milestone

Johnstown WTP Expansion Project - 100% (06.21.24)

JTWTP - Full Schedule

MWH

Building a Better World

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[illegible]

Activity ID		Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024												2025												2026												2027					Item #9.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
MSL1000075		Work Authorization 1 Weather Days (29 days)	29	29	29	09-Jan-25	20-Feb-25	-43																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

Activity ID		Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024												2025												2026												2027					Item #9.
									Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
	A4270	Grade and Prep North Laydown Yard/Parking Lot	2	0	5	08-Apr-24 A	12-Apr-24 A																																											
	A4210	Mobilize/Trailers - EWP	2	0	4	23-Apr-24 A	26-Apr-24 A																																											
	A6540	RFI #27 - Storm Drain Utility Conflict	15	0	8	13-May-24 A	22-May-24																																											
	A7040	D/L/B 8" PVC Sanitary Service from Existing SS-MH to SS-MH1	5	0	5	20-May-24 A	24-May-24																																											
	A4330	Grade and Prep South Laydown Yard	2	0	11	23-May-24 A	07-Jun-24 A																																											
	A6890	RFI #27 - Remediation based on response	10	0	21	23-May-24 A	24-Jun-24	53																																										
	A7060	D/L/B 8" PVC Sanitary Service from Existing SS-MH1 to SS-MH2	5	3	22	28-May-24 A	26-Jun-24	55																																										
	A4380	D/L/B 18" Storm Drain from ST-MH1 to Curb Inlet on Ballentine	5	5	5	24-Jun-24	28-Jun-24	53																																										
	A4370	D/L/B 18" Storm Drain from ST-MH1 to ST-MH2	8	8	8	01-Jul-24	11-Jul-24	53																																										
	A4390	Restore Asphalt / Curb / Sidewalk Ballentine	2	2	2	01-Jul-24	02-Jul-24	115																																										
	A4250	Excavate Storm Pond	7	7	7	12-Jul-24	22-Jul-24	53																																										
	A4600	D/L/B 42" Storm Drain from ST-MH4 to ST-MH3	6	6	6	12-Jul-24	19-Jul-24	54																																										
	A4260	Site Grading / Mass Excavation	5	5	5	23-Jul-24	29-Jul-24	97																																										
	A7050	D/L/B 42" Storm Drain from ST-MH3 to Detention Pond	5	5	5	23-Jul-24	29-Jul-24	68																																										
	A7140	FRP Detention Pond Outlet Structure Slab	5	5	5	23-Jul-24	29-Jul-24	53																																										
	A4450	Install Spillway Rip Rap	7	7	7	23-Jul-24	31-Jul-24	70																																										
	A7160	Cure Detention Pond Outlet Structure Slab	7	7	7	30-Jul-24	05-Aug-24	76																																										
	A4480	Install Detention Pond Access Road	5	5	5	01-Aug-24	07-Aug-24	70																																										
	A7150	FRP Detention Pond Outlet Structure Walls	5	5	5	06-Aug-24	12-Aug-24	53																																										
	A7030	D/L/B 18" Storm Drain from ST-MH2 to Detention Pond Outlet Structure	5	5	5	13-Aug-24	19-Aug-24	53																																										
	A7170	Misc Metals Detention Pond Outlet Structure Walls	5	5	5	13-Aug-24	19-Aug-24	82																																										
	A7180	Install Fine Grade Detention Pond Perimeter Road	5	5	5	20-Aug-24	26-Aug-24	62																																										
	A4490	Install Detention Pond Perimeter Road	5	5	5	27-Aug-24	03-Sep-24	62																																										
	A4340	Temporary Access Road	10	10	10	04-Sep-24	17-Sep-24	62																																										
4 - Treatment Building (EWP)			115	115	115	25-Jun-24	06-Dec-24	-43																																										
Civil			95	95	95	25-Jun-24	06-Nov-24	-43																																										
	A3980	Excavate Membrane Feed Wetwell - Treatment Building	5	5	5	25-Jun-24	01-Jul-24	-42																																										
	A4070	Dewatering Prep Membrane Feed Wetwell - Treatment Building	5	5	5	25-Jun-24	01-Jul-24	-42																																										
	A4060	Subgrade Prep Membrane Feed Wetwell - Treatment Building	5	5	5	02-Jul-24	09-Jul-24	-42																																										
	A2940	Hydrotest Membrane Feed Wetwell - Treatment Building	10	10	10	03-Oct-24	16-Oct-24	-43																																										
	A4010	Backfill Membrane Feed Wetwell - Treatment Building	10	10	10	17-Oct-24	30-Oct-24	-43																																										
	A2500	Subgrade Prep Aggregate Piers - Treatment Building	5	5	5	31-Oct-24	06-Nov-24	-43																																										
Concrete/Structural			105	105	105	10-Jul-24	06-Dec-24	-43																																										
	A2470	FRP Slab Membrane Feed Wetwell - Treatment Building	8	8	8	10-Jul-24	19-Jul-24	-42																																										
	A4040	Cure Slab Membrane Feed Wetwell - Treatment Building	7	7	7	20-Jul-24	26-Jul-24	-60																																										
	A3990	FRP Walls Membrane Feed Wetwell - Treatment Building	8	8	8	29-Jul-24	07-Aug-24	-43																																										
	A4030	Cure Walls Membrane Feed Wetwell - Treatment Building	7	7	7	08-Aug-24	14-Aug-24	-13																																										
	A4050	Install Deck Shoring Membrane Feed Wetwell - Treatment Building	5	5	5	08-Aug-24	14-Aug-24	-43																																										
	A4000	FRP Deck Membrane Feed Wetwell - Treatment Building	10	10	10	15-Aug-24	28-Aug-24	-43																																										
	A9430	Cure Deck Membrane Feed Wetwell - Treatment Building	28	28	28	29-Aug-24	25-Sep-24	-62																																										
	A9420	Remove Deck Shoring Membrane Feed Wetwell - Treatment Building	5	5	5	26-Sep-24	02-Oct-24	-43																																										
	A2580	Aggregate Piers - Treatment Building	20	20	20	07-Nov-24	06-Dec-24	-43																																										
Work Authorization 2			691	370	532	30-Oct-23 A	11-Dec-25	17																																										
Contract Milestones (L1)			0	0	0	11-Dec-25	11-Dec-25	17																																										
	MSL1000085	Early Work Package Work Authorization 2 Substantial Completion (08-Jan-26)	0	0	0		11-Dec-25*	17																																										
P-Packages			691	370	532	30-Oct-23 A	11-Dec-25	17																																										
P-01 Emergency Generators			691	368	512	27-Nov-23 A	09-Dec-25	19																																										
	A6670	Develop RFP P-01	5	0	5	27-Nov-23 A	01-Dec-23 A																																											
	A6680	Bid RFP P-01	15	0	15	04-Dec-23 A	22-Dec-23 A																																											
	A6690	Review RFP P-01 with town	5	0	37	27-Dec-23 A	20-Feb-24 A																																											
	A4550	Negotiations, Development, and Execute of Contracts with Vendors - P-01 Emerg	30	0	25	21-Feb-24 A	26-Mar-24 A																																											
	A1940	Submit/Approve/Deliver Backup Generators (3ea.) (25/25/325)	430	368	430	27-Mar-24 A	09-Dec-25	19																																										

Data Date:21-Jun-24

Run Date: 21-Jun-24

Project ID: JTWTP-PC-100%-2

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Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Last Update Milestone

Milestone

Johnstown WTP Expansion Project - 100% (06.21.24)

JTWTP - Full Schedule

MWH

Building a Better World

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Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024												2025												2026												2027					Item #9.
								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May						
Division 11 - Equipment								95	95	95	10-Jul-24	20-Nov-24	319																																				
S3100	Execute Agreement Laboratory Fume Hoods	30	30	30	10-Jul-24	20-Aug-24	319																																										
S3110	Develop Submittal Laboratory Fume Hoods	10	10	10	21-Aug-24	04-Sep-24	319																																										
S3120	MWH Review and Approve Laboratory Fume Hoods	5	5	5	05-Sep-24	11-Sep-24	319																																										
S3130	Engineer Review and Approve Laboratory Fume Hoods	20	20	20	12-Sep-24	09-Oct-24	319																																										
S3140	Fabricate and Deliver Laboratory Fume Hoods	30	30	30	10-Oct-24	20-Nov-24	319																																										
Division 12 - Furnishings								95	95	95	10-Jul-24	20-Nov-24	314																																				
S3150	Execute Agreement Metal Laboratory Casework	30	30	30	10-Jul-24	20-Aug-24	309																																										
S3200	Execute Agreement Site Furnishings	30	30	30	10-Jul-24	20-Aug-24	314																																										
S3160	Develop Submittal Metal Laboratory Casework	10	10	10	21-Aug-24	04-Sep-24	309																																										
S3210	Develop Submittal Site Furnishings	10	10	10	21-Aug-24	04-Sep-24	314																																										
S3170	MWH Review and Approve Metal Laboratory Casework	5	5	5	05-Sep-24	11-Sep-24	309																																										
S3220	MWH Review and Approve Site Furnishings	5	5	5	05-Sep-24	11-Sep-24	314																																										
S3180	Engineer Review and Approve Metal Laboratory Casework	20	20	20	12-Sep-24	09-Oct-24	309																																										
S3230	Engineer Review and Approve Site Furnishings	20	20	20	12-Sep-24	09-Oct-24	314																																										
S3190	Fabricate and Deliver Metal Laboratory Casework	30	30	30	10-Oct-24	20-Nov-24	309																																										
S3240	Fabricate and Deliver Site Furnishings	30	30	30	10-Oct-24	20-Nov-24	314																																										
Division 13 - Special Construction (Residuals & DCB)								195	195	195	10-Jul-24	18-Apr-25	382																																				
S3250	Execute Agreement Cleaning and Disinfection of Water Treatment Plant	30	30	30	10-Jul-24	20-Aug-24	482																																										
S3300	Execute Agreement Metal Building Systems (Residuals & DCB)	30	30	30	10-Jul-24	20-Aug-24	190																																										
S3350	Execute Agreement Lightning Protection Systems	30	30	30	10-Jul-24	20-Aug-24	309																																										
S3260	Develop Submittal Cleaning and Disinfection of Water Treatment Plant	10	10	10	21-Aug-24	04-Sep-24	482																																										
S3310	Develop Submittal Metal Building Systems (Residuals & DCB)	10	10	10	21-Aug-24	04-Sep-24	190																																										
S3360	Develop Submittal Lightning Protection Systems	10	10	10	21-Aug-24	04-Sep-24	309																																										
S3270	MWH Review and Approve Cleaning and Disinfection of Water Treatment Plant	5	5	5	05-Sep-24	11-Sep-24	482																																										
S3320	MWH Review and Approve Metal Building Systems (Residuals & DCB)	5	5	5	05-Sep-24	11-Sep-24	190																																										
S3370	MWH Review and Approve Lightning Protection Systems	5	5	5	05-Sep-24	11-Sep-24	309																																										
S3280	Engineer Review and Approve Cleaning and Disinfection of Water Treatment Plant	20	20	20	12-Sep-24	09-Oct-24	482																																										
S3330	Engineer Review and Approve Metal Building Systems (Residuals & DCB)	20	20	20	12-Sep-24	09-Oct-24	190																																										
S3380	Engineer Review and Approve Lightning Protection Systems	20	20	20	12-Sep-24	09-Oct-24	309																																										
S3290	Fabricate and Deliver Cleaning and Disinfection of Water Treatment Plant	30	30	30	10-Oct-24	20-Nov-24	482																																										
S3340	Fabricate and Deliver Metal Building Systems (Residuals & DCB)	130	130	130	10-Oct-24	18-Apr-25	190																																										
S3390	Fabricate and Deliver Lightning Protection Systems	30	30	30	10-Oct-24	20-Nov-24	309																																										
Division 22 - Plumbing								95	95	95	10-Jul-24	20-Nov-24	319																																				
S3450	Execute Agreement Sleeves and Sleeve Seals for Plumbing Piping	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3500	Execute Agreement Escutcheons for Plumbing Piping	30	30	30	10-Jul-24	20-Aug-24	319																																										
S3550	Execute Agreement Meters and Gauges for Plumbing Piping	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3600	Execute Agreement General-Duty Valves for Plumbing Piping	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3650	Execute Agreement Hangers and Supports for Plumbing Piping and Equipment	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3700	Execute Agreement Identification for Plumbing Piping and Equipment	30	30	30	10-Jul-24	20-Aug-24	319																																										
S3750	Execute Agreement Plumbing Piping Insulation	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3800	Execute Agreement Domestic Water Piping	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3850	Execute Agreement Domestic Water Piping Specialties	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3900	Execute Agreement Domestic Water pumps	30	30	30	10-Jul-24	20-Aug-24	239																																										
S3950	Execute Agreement Sanitary, Waste, and Vent Piping	30	30	30	10-Jul-24	20-Aug-24	239																																										
S4000	Execute Agreement Sanitary Waste Piping Specialties	30	30	30	10-Jul-24	20-Aug-24	239																																										
S4050	Execute Agreement Sump Pumps	30	30	30	10-Jul-24	20-Aug-24	239																																										
S4100	Execute Agreement Fuel-Fired, Domestic-Water Heaters	30	30	30	10-Jul-24	20-Aug-24	239																																										
S4150	Execute Agreement Commercial Water Closets	30	30	30	10-Jul-24	20-Aug-24	319																																										
S4200	Execute Agreement Commercial Urinals	30	30	30	10-Jul-24	20-Aug-24	319																																										
S4250	Execute Agreement Commercial Lavatories	30	30	30	10-Jul-24	20-Aug-24	319																																										
S4300	Execute Agreement Commercial Sinks	30	30	30	10-Jul-24	20-Aug-24	319																																										

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Last Update Milestone

Milestone

Johnstown WTP Expansion Project - 100% (06.21.24)

JTWTP - Full Schedule

MWH

Building a Better World

203

[illegible]

Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024								2025												2026												2027					Item #9.						
								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May								
	S4030	Engineer Review and Approve Sanitary Waste Piping Specialties	20	20	20	12-Sep-24	09-Oct-24	239																																											
	S4080	Engineer Review and Approve Sump Pumps	20	20	20	12-Sep-24	09-Oct-24	239																																											
	S4130	Engineer Review and Approve Fuel-Fired, Domestic-Water Heaters	20	20	20	12-Sep-24	09-Oct-24	239																																											
	S4180	Engineer Review and Approve Commercial Water Closets	20	20	20	12-Sep-24	09-Oct-24	319																																											
	S4230	Engineer Review and Approve Commercial Urinals	20	20	20	12-Sep-24	09-Oct-24	319																																											
	S4280	Engineer Review and Approve Commercial Lavatories	20	20	20	12-Sep-24	09-Oct-24	319																																											
	S4330	Engineer Review and Approve Commercial Sinks	20	20	20	12-Sep-24	09-Oct-24	319																																											
	S4380	Engineer Review and Approve Emergency Plumbing Fixtures	20	20	20	12-Sep-24	09-Oct-24	319																																											
	S4430	Engineer Review and Approve Pressure Water Coolers	20	20	20	12-Sep-24	09-Oct-24	319																																											
	S3490	Fabricate and Deliver Sleeves and Sleeve Seals for Plumbing Piping	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3540	Fabricate and Deliver Escutcheons for Plumbing Piping	30	30	30	10-Oct-24	20-Nov-24	319																																											
	S3590	Fabricate and Deliver Meters and Gauges for Plumbing Piping	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3640	Fabricate and Deliver General-Duty Valves for Plumbing Piping	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3690	Fabricate and Deliver Hangers and Supports for Plumbing Piping and Equipment	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3740	Fabricate and Deliver Identification for Plumbing Piping and Equipment	30	30	30	10-Oct-24	20-Nov-24	319																																											
	S3790	Fabricate and Deliver Plumbing Piping Insulation	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3840	Fabricate and Deliver Domestic Water Piping	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3890	Fabricate and Deliver Domestic Water Piping Specialties	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3940	Fabricate and Deliver Domestic Water pumps	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S3990	Fabricate and Deliver Sanitary, Waste, and Vent Piping	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S4040	Fabricate and Deliver Sanitary Waste Piping Specialties	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S4090	Fabricate and Deliver Sump Pumps	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S4140	Fabricate and Deliver Fuel-Fired, Domestic-Water Heaters	30	30	30	10-Oct-24	20-Nov-24	239																																											
	S4190	Fabricate and Deliver Commercial Water Closets	30	30	30	10-Oct-24	20-Nov-24	319																																											
	S4240	Fabricate and Deliver Commercial Urinals	30	30	30	10-Oct-24	20-Nov-24	319																																											
	S4290	Fabricate and Deliver Commercial Lavatories	30	30	30	10-Oct-24	20-Nov-24	319																																											
	S4340	Fabricate and Deliver Commercial Sinks	30	30	30	10-Oct-24	20-Nov-24	319																																											
	S4390	Fabricate and Deliver Emergency Plumbing Fixtures	30	30	30	10-Oct-24	20-Nov-24	319																																											

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Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024												2025												2026												2027					Item #9.		
								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May								
S7370	MWH Review and Approve Pavement Markings for Roads, Streets, and Parking I	5	5	5	05-Sep-24	11-Sep-24	503																																												
S7420	MWH Review and Approve Fences and Gates	5	5	5	05-Sep-24	11-Sep-24	488																																												
S7470	MWH Review and Approve Seeding & Sodding	5	5	5	05-Sep-24	11-Sep-24	525																																												
S7180	Engineer Review and Approve Crushed Aggregate Base Course	20	20	20	12-Sep-24	09-Oct-24	515																																												
S7230	Engineer Review and Approve Bituminous Tack Coat	20	20	20	12-Sep-24	09-Oct-24	515																																												
S7280	Engineer Review and Approve Hot Mix Asphaltic-Concrete Pavement	20	20	20	12-Sep-24	09-Oct-24	515																																												
S7330	Engineer Review and Approve Concrete Pavement for Roads and Site	20	20	20	12-Sep-24	09-Oct-24	503																																												
S7380	Engineer Review and Approve Pavement Markings for Roads, Streets, and Parkir	20	20	20	12-Sep-24	09-Oct-24	503																																												
S7430	Engineer Review and Approve Fences and Gates	20	20	20	12-Sep-24	09-Oct-24	488																																												
S7480	Engineer Review and Approve Seeding & Sodding	20	20	20	12-Sep-24	09-Oct-24	525																																												
S7190	Fabricate and Deliver Crushed Aggregate Base Course	30	30	30	10-Oct-24	20-Nov-24	515																																												
S7240	Fabricate and Deliver Bituminous Tack Coat	30	30	30	10-Oct-24	20-Nov-24	515																																												
S7290	Fabricate and Deliver Hot Mix Asphaltic-Concrete Pavement	30	30	30	10-Oct-24	20-Nov-24	515																																												
S7340	Fabricate and Deliver Concrete Pavement for Roads and Site	30	30	30	10-Oct-24	20-Nov-24	503																																												
S7390	Fabricate and Deliver Pavement Markings for Roads, Streets, and Parking Lots	30	30	30	10-Oct-24	20-Nov-24	503																																												
S7440	Fabricate and Deliver Fences and Gates	30	30	30	10-Oct-24	20-Nov-24	488																																												
S7490	Fabricate and Deliver Seeding & Sodding	30	30	30	10-Oct-24	20-Nov-24	525																																												
Division 33 - Utilities		195	195	195	10-Jul-24	18-Apr-25	236																																												
S7500	Execute Agreement Interior Pipe	30	30	30	10-Jul-24	20-Aug-24	253																																												
S7550	Execute Agreement Exterior Pipe	30	30	30	10-Jul-24	20-Aug-24	201																																												
S7600	Execute Agreement Utility Valves and Accessories	30	30	30	10-Jul-24	20-Aug-24	284																																												
S7650	Execute Agreement Progressive Cavity Pumps	30	30	30	10-Jul-24	20-Aug-24	210																																												
S7700	Execute Agreement Hydraulic Gates	30	30	30	10-Jul-24	20-Aug-24	321																																												
S7750	Execute Agreement Pipe Installation	30	30	30	10-Jul-24	20-Aug-24	251																																												
S7800	Execute Agreement Submersible Pumps	30	30	30	10-Jul-24	20-Aug-24	199																																												
S7850	Execute Agreement Utility Structures	30	30	30	10-Jul-24	20-Aug-24	260																																												
S7900	Execute Agreement Storm Drainage Piping	30	30	30	10-Jul-24	20-Aug-24	336																																												
S7510	Develop Submittal Interior Pipe	10	10	10	21-Aug-24	04-Sep-24	253																													</															

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Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024								2025								2026								2027					Item #9.												
								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		Nov	Dec	Jan	Feb	Mar	Apr	May					
Finishes		228	228	228	21-Jul-25	17-Jun-26	166																																										
A5120	FRP Card Reader Pedestal - North Gate	5	5	5	21-Jul-25	25-Jul-25	373																																										
A5150	FRP Equipment Pad for AHF-9012	5	5	5	04-Sep-25	10-Sep-25	356																																										
A5160	Set (AHF-9012)	1	1	1	11-Sep-25	11-Sep-25	356																																										
A5100	Install Card Reader System - North Gate	10	10	10	29-Sep-25	10-Oct-25	333																																										
A5140	Install Intercom - North Gate	1	1	1	13-Oct-25	13-Oct-25	333																																										
A5130	Install KnoxBox - North Gate	1	1	1	14-Oct-25	14-Oct-25	333																																										
A10740	FRP Card Reader Pedestal - South Gate	5	5	5	21-Nov-25	01-Dec-25	290																																										
A10750	Install Card Reader System - South Gate	10	10	10	02-Dec-25	15-Dec-25	290																																										
A10760	Install KnoxBox - South Gate	1	1	1	16-Dec-25	16-Dec-25	290																																										
A1330	Finish Grading	10	10	10	26-Jan-26	06-Feb-26	187																																										
A1560	Cut Roadways	10	10	10	09-Feb-26	23-Feb-26	194																																										
A2430	Install New 6' Wooden Perimeter Fencing & Swing Gate	15	15	15	09-Feb-26	02-Mar-26	187																																										
A2400	Place Curb and Gutter	10	10	10	24-Feb-26	09-Mar-26	194																																										
A2410	Asphalt Paving	10	10	10	10-Mar-26	23-Mar-26	194																																										
A2420	Install Irrigation and Landscaping - Landscape Bed A	8	8	8	24-Mar-26	02-Apr-26	194																																										
A11100	Install Irrigation and Landscaping - Landscape Bed B	6	6	6	03-Apr-26	10-Apr-26	194																																										
A11110	Install Irrigation and Landscaping - Landscape Bed C	5	5	5	13-Apr-26	17-Apr-26	194																																										
A11120	Install Irrigation and Landscaping - Landscape Bed D	3	3	3	20-Apr-26	22-Apr-26	194																																										
A11130	Final Seeding	10	10	10	23-Apr-26	06-May-26	194																																										
A2690	Site Finishes Complete	0	0	0	17-Jun-26	17-Jun-26	166																																										
Treatment Building		32	32	32	10-Mar-26	22-Apr-26	204																																										
A2440	Form Concrete Paving - Treatment Building	5	5	5	10-Mar-26	16-Mar-26	182																			</																							

Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024							2025							2026							2027					Item #9.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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A9290	Apply Mortar Coatings to DAF Basin 1 Walls - Existing DAF Building	10	10	10	10-Nov-25	21-Nov-25	174																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								</

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								Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
A2480	D/L/E 24" & 14" BWR - Treatment Building	10	10	10	16-Jan-25	30-Jan-25	33																																					
A11820	D/L/E GAC Underslab Piping - Treatment Building	10	10	10	31-Jan-25	13-Feb-25	33																																					
A11830	D/L/E Membrane Underslab Piping - Treatment Building	5	5	5	14-Feb-25	21-Feb-25	33																																					
A11840	D/L/E Wetwell Underslab Piping - Treatment Building	5	5	5	24-Feb-25	28-Feb-25	33																																					
A11850	D/L/E Chemical Area Underslab Piping - Treatment Building	15	15	15	03-Mar-25	21-Mar-25	33																																					
A11860	D/L/E Admin Underslab Piping - Treatment Building	15	15	15	24-Mar-25	11-Apr-25	33																																					
Concrete/Structural		206	206	206	19-Feb-25	10-Dec-25	28																																					
A2460	Form West Spread Footings (9qty) - Treatment Building	5	5	5	19-Feb-25	25-Feb-25	0																																					
A2890	Form Dissipation Structure Slab - Treatment Building	5	5	5	19-Feb-25	25-Feb-25	25																																					
A2910	Form GAC Pit Slab - Treatment Building	3	3	3	19-Feb-25	21-Feb-25	29																																					
A2980	Form Sump Pit - Treatment Building	3	3	3	19-Feb-25	21-Feb-25	29																																					
A11470	Reinforce GAC Pit Slab - Treatment Building	3	3	3	24-Feb-25	26-Feb-25	29																																					
A11540	Reinforce Sump Pit Slab - Treatment Building	3	3	3	24-Feb-25	26-Feb-25	29																																					
A11250	Reinforce West Spread Footings (9qty) - Treatment Building	5	5	5	26-Feb-25	04-Mar-25	0																																					
A11400	Reinforce Dissipation Structure Slab - Treatment Building	5	5	5	26-Feb-25	04-Mar-25	25																																					
A11480	Place GAC Pit Slab - Treatment Building	1	1	1	27-Feb-25	27-Feb-25	29																																					
A11550	Place Sump Pit Slab - Treatment Building	1	1	1	27-Feb-25	27-Feb-25	29																																					
A11490	Cure GAC Pit Slab - Treatment Building	7	7	7	28-Feb-25	06-Mar-25	41																																					
A11560	Cure Sump Pit Slab - Treatment Building	7	7	7	28-Feb-25	06-Mar-25	41																																					
A11260	Place West Spread Footings (9qty) - Treatment Building	1	1	1	05-Mar-25	05-Mar-25	0																																					
A11410	Place Dissipation Structure Slab - Treatment Building	1	1	1	05-Mar-25	05-Mar-25	25																																					
A8050	Form East Spread Footings (9qty) - Treatment Building	5	5	5	06-Mar-25	12-Mar-25	0																																					
A11270	Cure West Spread Footings (9qty) - Treatment Building	7	7	7	06-Mar-25	12-Mar-25	46																																					
A11420	Cure Dissipation Structure Slab - Treatment Building	7	7	7	06-Mar-25	12-Mar-25	35																																					
A11700	Form West Spread Columns (9qty) - Treatment Building	5	5	5	06-Mar-25	12-Mar-25	11																																					
A11500	Form GAC Pit Wall - Treatment Building	3	3	3	07-Mar-25	11-Mar-25	29																																					
A11570	Form Sump Pit Wall - Treatment Building	3	3	3	07-Mar-25	11-Mar-25	29																																					
A11530	Reinforce GAC Pit Wall - Treatment Building	3	3	3	12-Mar-25	14-Mar-25	29																																					
A11580	Reinforce Sump Pit Wall - Treatment Building	3	3	3	12-Mar-25	14-Mar-25	29																																					
A11280	Reinforce East Spread Footings (9qty) - Treatment Building	5	5	5	13-Mar-25	19-Mar-25	0																																					
A11430	Form Dissipation Structure Wall - Treatment Building	3	3	3	13-Mar-25	17-Mar-25	25																																					
A11710	Reinforce West Spread Columns (9qty) - Treatment Building	5	5	5	13-Mar-25																																							

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Activity ID		Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024				2025								2026								2027					Item #9.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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	A10860	Install Chemical Resistant Coatings in Sodium Bisulfite Room - Treatment Building	6	6	6	24-Oct-25	31-Oct-25	31																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

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7 - Drain Pump Station			418	418	418	02-Jul-24	04-Mar-26	133																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</

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Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	2024								2025												2026												2027					Item #9.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

CONTRACT AMENDMENT— CONSTRUCTION MANAGER AT RISK SERIES

Prepared By



CONTRACT AMENDMENT NO. 002

(WORK AUTHORIZATION 3 AND GUARANTEED MAXIMUM PRICE)

Project No. _____

Owner: Town of Johnstown, Colorado _____

Owner's Advisor and Engineer: Burns & McDonnell Engineering Company, Inc., a Missouri Corporation _____

Construction Manager at Risk: MWH Constructors, Inc. _____

Project: Johnstown Water Treatment Plant Expansion Project _____

Contract Name: Agreement Between Owner and Construction Manager at Risk _____

Contract Amendment: 002 _____

Date Issued: July 15, 2024 Effective Date of Contract Amendment: July 15, 2024 _____

RECITALS

1. On or about October 16, 2023, the Town of Johnstown, a Colorado home rule municipality ("Owner"), and MWH Constructors, Inc., a Delaware corporation ("CMAR"), entered into that certain Agreement Between Owner and Construction Manager at Risk, with an Effective Date of November 20, 2023, concerning the Johnstown Water Treatment Plant Expansion Project ("Agreement").
2. At the time of the execution of the Agreement, the design phase of the Project was approximately sixty percent (60%) complete. To move toward completion of the Project in a timely manner despite the early stages of the Project, the Owner and CMAR agreed upon two initial Work Authorizations: (i) Work Authorization 1, relating to procurement of equipment; and (ii) Work Authorization 2, relating to procurement of early construction activities.
3. On or about January 11, 2024, Owner and CMAR executed Contract Amendment No. 001 to the Agreement, amending Work Authorization 1 and Work Authorization 2.
4. The Agreement contemplated that, when the Drawings and Specifications were ninety percent (90%) complete, the Owner and CMAR would execute a Contract Amendment setting forth, among other items: (i) Work Authorization 3, containing the full scope of the Work associated with the Project; (ii) the Guaranteed Maximum Price of the Contract; and (iii) the Substantial Completion Date and the Final Completion Date.
5. At this time, the Drawings and Specifications are one-hundred percent (100%) complete and the Owner and CMAR desire into this Contract Amendment No. 002 to set forth, among other matters, the foregoing items.
6. Capitalized terms used herein shall have the meaning set forth in the Agreement.

AGREEMENT

Incorporating the Recitals as if fully set forth herein, the Contract is modified as follows upon execution of this Contract Amendment No. 002:

AMENDMENTS TO AGREEMENT:

- Paragraph 11.03 of the Agreement shall be amended as follows:

11.03. A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the time when the Drawings and Specifications are 100% complete. The GMP shall be set forth in an agreed upon Contract Amendment.

- A. The Work Packages released and authorized prior to 100% completion of the Drawings and Specifications shall be counted when calculating the time period establishment of the GMP.
- B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 100% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

- Paragraph 12.01.B of the Agreement shall be amended as follows:

12.01.B. The Owner's Contingency Allowance is included in the Contract Price and is part of the GMP.

- Paragraph 16.01 of the Agreement shall be amended as follows:

1. Paragraph 16.01.A.5.c. shall be added to the Contract: "Work Authorization 3 Project Drawings (100% Complete), Town of Johnstown, Colorado" dated May 17, 2024. *[Notwithstanding the inclusion of such document, the Owner and CMAR understand and agree that the Drawings that will be "issued for construction" will be finalized at a subsequent date, but shall not amend or impact the Guaranteed Maximum Price attached hereto and set forth herein.]*
 2. Paragraph 16.01.A.5.d. shall be added to the Contract: "Work Authorization 3 Project Technical Specifications (100% Complete), Johnstown Water Treatment Plant Expansion" dated May 17, 2024. *[Notwithstanding the inclusion of such document, the Owner and CMAR understand and agree that the Specifications that will be "issued for construction" will be finalized at a subsequent date, but shall not amend or impact the Guaranteed Maximum Price attached hereto and set forth herein.]*
 3. Paragraph 16.01.A.5.e. shall be added to the Contract: Submittal 466133-001-02: "Design Phase – Non-Priority Mechanical Re-Submittal (Rev 2)" dated October 13, 2023.
 4. Paragraph 16.01.A.5.f. shall be added to the Contract: Submittal 466133-002-01: "Design Phase – Non-Priority Electrical Submittal (Rev 1)" dated October 27, 2023.
- Paragraph 16.01.A.6.d. references "Exhibit D; Work Authorization 3 – GMP." "Exhibit D; Work Authorization 3" is attached hereto and incorporated herein by reference.

AMENDMENTS TO SUPPLEMENTARY CONDITIONS:

- Paragraph 5.03 of the Supplementary Conditions shall be amended as follows:
 1. Paragraph 5.03.E shall be amended to provide: The following table lists the documents provided by Owner and Engineer that were used to create the GMP:

Report Title	Date of Report	Technical Data
Johnstown Water Treatment Plant Expansion Project Drawings Issued for 100% Design	May 2024	Construction Drawings
Johnstown Water Treatment Plant Expansion Project Technical Specifications Issued for 100% Design	May 2024	Technical Specifications
Geotechnical Engineering Report: Johnstown Water Treatment Plant Expansion, Johnstown, Colorado	December 5, 2023	Geotechnical Report
Memcor Approved Mechanical Submittal	October 13, 2023	Memcor Approved Submittal
Memcor Approved Electrical Submittal	October 27, 2023	Memcor Approved Submittal
1985 Johnstown Water Plant Improvements Drawings	1985	As-Built Information
2004 Johnstown Water Treatment Plant Improvements Drawings	January 2004	As-Built Information
2016 Johnstown Water Filter Plant Control Upgrades	September 2016	As-Built Information
Leopold DAF Tank O&M Manual	January 2005	As-Built Information
Leopold DAF Tank Control System O&M Manual Volume 1	October 2005	As-Built Information
Leopold DAF Tank Control System O&M Manual Volume 2	October 2005	As-Built Information

2. Paragraph 5.03.F. shall be omitted.

WORK:

Unless otherwise modified as provided in the Contract Documents, the full scope of the Work is set forth in Exhibit D, Work Authorization 3 - GMP, which supersedes and replaces Work Authorization 1 and Work Authorization 2, and includes, without limitation, the work described in Work Authorization 1 and Work Authorization 2, as amended by Contract Amendment No. 001, and all the remaining work required to bring the Project to Final Completion.

PERFORMANCE BOND AND PAYMENT BONDS:

No later than the execution of this Contract Amendment No. 002, CMAR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price set forth herein, as security for the faithful performance and payment of CMAR's obligations under the Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price this Work Authorization	\$32,350,663.00
Net Increase from previously approved Contract Amendment No. 0 to No. 001.	\$0
Contract Price prior to this Contract Amendment No. 002.	\$32,350,663.00
Increase by this Contract Amendment No. 002:	\$52,760,726.00
GUARANTEED MAXIMUM PRICE OF THE CONTRACT:	\$85,111,388.00

CONTRACT TIMES:

The completion dates of the Contract are as follows:

Substantial Completion Date: **December 14, 2026**; and

Final Completion Date: **June 9, 2027**.

EFFECT OF CONTRACT AMENDMENT NO. 002:

Except as expressly provided in this Contract Amendment No. 002, the Agreement, including Contract Amendment No. 001, has not been amended, supplemented or altered in any way by this Contract Amendment No. 002, and the Agreement, including Contract Amendment No. 001, shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement, including Contract Amendment No. 001, and the terms of this Contract Amendment No. 002, the provisions of this Contract Amendment No. 002 will govern and control.

In WITNESS WHEREOF, the Owner and CMAR have executed this Contract Amendment No. 002 as of the date set forth above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

MWH CONSTRUCTORS, INC.

By: _____
Blair Lavoie, President and CEO



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Contract Amendment to Existing Burns & McDonnell Engineering Company, Inc Contract for Work Authorization 3 Engineering Construction Services on the Water Treatment Plant Project

ACTION PROPOSED: Consider Approving the Contract Amendment With Burns & McDonnell Engineering Company, Inc

ATTACHMENTS: 1. Contract Amendment No 7 Work Authorization 3 GMP Engineering Construction Services

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to approve a Contract Amendment in the amount of \$2,836,594 to Burns & McDonnell Engineering Company, Inc for the performance of Engineering Construction Services during the construction period of Work Authorization 3 for the new Water Treatment Plant Project.

The scope of the engineering construction services primarily involves quality assurance/quality control, construction/contract administration, and a resident project representative. These services have been budgeted to correlate with the Guaranteed Maximum Price (GMP) construction schedule of reaching substantial completion in December of 2026 and are based on at the 100% project design documents.

The Town budgeted \$30 million in 2024 for the Water Treatment Plant project and will be required to address project funding to cover the total project costs in budget years 2025 & 2026. Below is a summary of total project expenses to date. The Town anticipates additional funds will need to be allocated for the following items: Contract with Xcel for onsite electrical & transformer, Contract for materials testing services, Contract for additional SCADA services and Owners contingency.

Project Expenses to Date:

B&M Engineering Design (9-8-21)	\$ 3,495,382.00
B&M Pilot Study (9-8-21)	\$ 831,280.00
Owners Representative Contract (7-6-22)	\$ 460,700.00
MWH CMar Services (2-6-23)	\$ 229,080.00
Membrane Equipment Selection (2-13-23)	\$ 130,000.00
XCEL Offsite Improvements (3-18-24)	\$ 571,434.31
MWH Construction WA3 GMP (7-15-24)	\$ 85,111,388.00
<u>B&M Engineering Construction Services</u>	<u>\$ 3,718,616.00</u>
Total	\$ 94,547,881.31

STRATEGIC PLAN ALIGNMENT:

- Healthy & Resilient Economy
 - *Drive projects/initiatives that promote Johnstown as a premier destination for business*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*
 - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The contract amendment template was reviewed and approved by Town Attorney.

FINANCIAL ADVICE:

The Town budgeted \$30 million in 2024 for the Water Treatment Plant project and will be required to address project funding to cover total project costs in budget years 2025 & 2026.

RECOMMENDED ACTION:

Staff supports approval of the Contract Amendment for Engineering Construction Services with Burns & McDonnell Engineering Company, Inc in the amount of \$2,836,594

SUGGESTED MOTIONS:

For Approval: I Move to Approve the Contract Amendment for Engineering Construction Services with Burns & McDonnell Engineering Company, Inc in the Amount of \$2,836,594 as Presented.

For Denial: I Move to Deny the Contract Amendment for Engineering Construction Services.

Reviewed and Approved for Presentation,



Town Manager

This is **EXHIBIT K**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 17, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 07

The Effective Date of this Amendment is: July 3, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: September 9, 2021

Owner: Town of Johnstown, Colorado

Engineer: Burns & McDonnell Engineering Company, Inc.

Project: Johnstown Water Treatment Plant Design

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☐ Additional Services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Scope of Services

The following tasks summarize the scope of services for engineering construction phase services for the Water Treatment Plant expansion.

The scope of services is based on the construction agreement between the Town (Owner) and MWH Constructors Inc. (Contractor), as presented to Town Council on October 16, 2023. The

schedule is based on that provided by MWH Constructions dated March 15, 2024, and as updated with the Contractor's 100% Guaranteed Maximum Price (GMP) Proposal of June 21, 2024:

- Notice to Proceed, Work Authorization 1 – December 8, 2023
- Substantial Completion – December 14, 2026
- Construction Duration – 157 weeks (37.5 months)

The scope of services shall be completed within 37.5 months and are based on the Contractor achieving Substantial Completion in that timeframe. If the Contractor does not achieve Substantial Completion and the Engineer has performed the scope of services, this shall be considered as additional services, and Engineer will request additional time/cost for completion.

TASK SERIES 2000 – CONSTRUCTION ADMINISTRATION SERVICES

The Scope of Services described herein represents the Engineer's professional engineering activities necessary for engineering services during construction and post-construction activities. Engineer's construction administration services will in no way relieve the Contractor(s) of their obligations for complete compliance with the drawings and specifications. Engineer shall not make exhaustive or continuous on-site assessments to check the quality or quantity of such work. Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of Contractor, or for their safety precautions and programs incident to their work. Engineer shall not be responsible for the failure of Contractor to perform the work in accordance with their Contract Documents. Notwithstanding the foregoing, if Engineer becomes aware of any deficiencies or defects in the work, or any lack of conformity of the work to the drawings and specifications, Engineer will bring such deficiencies, defects, or lack of conformity to Owner's attention.

Insofar as job site safety is concerned, Engineer is only responsible for its employees' activities on the job site, and this shall not be construed to relieve Owner or any Contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Engineer, nor presence of Engineer or its employees and subcontractors shall be construed to imply Engineer has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the job site. Owner agrees that the Contractors are solely responsible for job site safety, and this intent shall be made evident in Owner's agreement with all Contractors. Owner and Engineer shall be made additional insureds under the Contractors' general liability insurance policy.

Engineer will not be a party to any construction contract and all authority and responsibility to stop work belongs to the Owner. Engineer shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the design documents; provided, however, that all interpretations and decisions of Engineer shall be consistent with the intent of, and reasonably inferable from, the design documents and shall be in writing or in the form of drawings.

By recommending any payment to others, Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that Engineer has made an examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that others have completed their work exactly in accordance with the Contract Documents. Notwithstanding the foregoing, it is agreed that, by recommending any payment to others, Engineer does thereby represent that, based on Engineer's evaluation of the work and the data comprising the Contractor's Application for Payment, that, to the best of Engineer's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the design documents, that the Contractor is entitled to payment in the amount certified by Contractor, and that Engineer knows of no legitimate reason that such payment or any part thereof may or should be withheld.

Construction will be administered through three (3) Work Authorizations (WA):

1. WA1 – Early Site Work: Includes mobilization, site preparation, stormwater control and dewatering. Includes relocation of existing raw and treated piping during low water demand season 2023/2024 to create construction areas for proposed facilities on the project's critical path (i.e., the new Treatment Building). Includes deep foundations for proposed Treatment Building (Membrane Feed Pump Station Wet Well).

Issued for Construction documents: December 2023

Completion of Yard Pipe and Site Work: November 2024

Completion of Concrete/Structural: December 2024

2. WA2 – Early Procurement Supply Packages: Includes membrane filtration system, GAC system, vertical turbine pumps, emergency generators, and electrical switchgear.

Issued for procurement specifications: December and January 2024

Submittal review: January to December 2024

Notice to proceed for equipment packages: January to December 2024

3. WA3 – Balance of Work: Includes supply, installation, startup and testing of the remaining project scope.

Issued for Construction documents: May 2024

Start-up and testing: February 2026

Substantial Completion: December 2026

The previously approved Amendment 06 included the scope of services for WA1 and WA2 only, starting in December 2023 and ending October 31, 2024. Amendment 06 represents forty-seven (47) weeks of the total construction duration of one hundred fifty-seven (157) weeks.

This scope of services covers WA3, which is based on the Contractor's GMP proposal of June 21, 2024. This scope of services represents the remaining one hundred ten (110) weeks of the total construction duration of one hundred fifty-seven (157) weeks.

Task 2001 – Overall Project and Construction Administration

This task includes office administrative tasks to be performed throughout the construction phase, including:

- Receive and review submittals provided by the Contractor in accordance with the Issued for Construction design documents. Maintain and transmit reviewed documents to the Owner's project manager.
- Provide the Owner's project manager with observations regarding defects or deficiencies in the Contractor's work relating to compliance with Issued for Construction design documents.
- Preparation of Engineer's monthly invoices and cover sheet.

This represents one hundred ten (110) weeks of the total construction duration of one hundred fifty-seven (157) weeks.

Task 2002 – Pre-Construction Conference

Excluded from this scope of services.

Task 2003 – Construction Progress Meetings

Engineer will attend meetings for 110-weeks construction period for WA3 on a weekly basis. It is anticipated that the construction meetings will be attended by the Owner's project manager, the Contractor's project manager, the Engineer's project manager, the Engineer's project engineer, and the Engineer's resident project representative. The Engineer's project manager will attend 25% of the meetings in-person and 75% remotely. The Engineer's project engineer will attend all meetings remotely. The Engineer's resident project representative will attend the meetings in-person. The resident project representative hours are included in Task 2101.

Task 2004 – Periodic Site visits by Project Manager or Project Engineer

This includes one (1) site visit per month for one (1) discipline engineer and two (2) site visits per month for either the project manager or engineer for the 110-weeks of the 157-week construction period, as related to WA3

This task includes as-needed geotechnical engineering consultation services during construction of the project by Terracon. This amount is based on a not-to-exceed amount of forty thousand dollars (\$40,000). Please refer to Terracon's proposal attached for scope and applicable rates.

Task 2005 – Answer Contractor's Question through written RFI Process

Engineer will provide formal written responses to RFI's to the Contractor and the Owner within 14 days of receipt.

Task 2006 – Submittal and Resubmittal Reviews

Engineer will review submittals for the project and provide a response and status for each submittal to the Contractor and Owner within 14 days of receipt.

Task 2007 – Change Management

At the request of the Owner's project manager, Engineer will review Contractor's requests for Contract Amendments, Work Authorizations, Change Order, Work Change Directive or Field Orders and provide a summary of their review and/or recommendations to the Owner. The Engineer's review will be focused on whether or not the scope associated with the change order should have been originally contemplated and included in the Contractor's scope.

Task 2008 – Applications for Payment

Engineer will review Contractor's monthly applications for payment. Task includes a cursory review of supporting documents against worksite progress, coordination with Contractor and approval by Owner.

Task 2009 – Substantial Completion Inspection and Punchlist

Engineer will participate in the field walks of the site with the Owner and the Contractor. Engineer will generate a punch list of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined.

Task 2010 – Final Completion Inspection and Punchlist

Once the Contractor has indicated that they have corrected the punch list items, a final field visit will be conducted to confirm that the work is complete. Based on the findings and final punch list, letters of final completion will be prepared and submitted.

TASK SERIES 2100 – RESIDENT PROJECT REPRESENTATIVE AND START-UP SERVICES

Task 2101 – Full-Time Resident Project Representative

Engineer will provide a Resident Project Representative (RPR) or field engineer to observe and record the construction progress and quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents. It is estimated that the RPR or field engineer will be on site for eighty (80) of the one hundred fifty-seven (157) week construction period. The RPR is not required for the first twelve (12) weeks as the contractor prepares to mobilize and works on procurement and subcontracting items.

- Phase 1 – Part Time (March 1 to June 30, 2024): The RPR or field engineer will be onsite for an estimated 2-days per week for the next 17 weeks during work included in WA1 to witness work that will be buried. Exposed work that will not be buried, as work progresses, will be observed by the RPR when onsite during phase. This effort is included in Amendment 06.
- Phase 2 – Full Time (July 1, 2024 to June 30, 2025): The RPR or field engineer increases time to 5-days per week starting with the preparation of the subgrade for the Membrane Feed Pump Station wet well for twelve (12) months. (52 weeks). The first seventeen (17)

week of this phase is covered in Amendment 06. The remaining 35-weeks are included in this Amendment 07.

- Phase 3 – Part Time (July 1, 2025 to June 30, 2026) The RPR or field engineer then reduces time to 2-days per week for the next 52 weeks prior to during start-up, testing and punch list item closeout.

The RPR will:

- Provide observation of construction progress and of the quality of the work as is reasonably necessary at various stages of construction to determine if the work is proceeding in general accordance with the design documents.
- Examine and review delivered and on-site materials for conformance with the design documents and approved submittals.
- Prepare and submit daily construction observation reports to the Owner on a weekly basis.
- Provide construction photos of construction activities.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Participate with Contractor and Owner regarding start-up, testing, and commissioning. The Contractor will be responsible for start-up, testing, and commissioning.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.
- Advise Project Engineer and Contractor immediately of any work requiring shop drawing review prior to work commencement.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.
- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on a weekly basis to observe if contractor is accurately documenting field changes to the work in a common set of drawings/specifications.
- Conduct special inspections of the following:
 - Reinforced steel
 - Anchors cast in concrete
 - Anchors post installed in concrete
 - Concrete mix design
 - Concrete placement
 - Inspection of formwork
 - Subgrade preparation
 - Welding

- Masonry construction
- Mortar and grout placement
- Open web steel joist installation
- The following special inspections will be provided by the Contractor and are not the responsibility of Engineer:
 - Fabricate specimens for strength, perform slump, air content and temperature.
 - Verification and inspection of soils by the geotech.
 - Verifications of grout and mortar are in compliance with the specifications
 - Structural steel welding

Task 2102 – Start-Up Coordination Meetings

To aide in the start-up planning, the project manager and project engineer will participate in start-up coordination meetings with the Owner and Contractor prior to introducing water into each process at the facility.

Task 2103 – Start-up Assistance

This task includes assisting Owner and the Contractor in starting up the treatment facility. It is assumed that this task will involve reviewing the Contractor's procedures for bringing the facility online. Labor assumptions for this task are based on the following:

1. DAF system – 2 weeks
2. UF system – 5 weeks
3. GAC system – 1 week
4. Pumping systems – 1 week
5. Electrical and power – 4 weeks
6. Control system – 4 weeks
7. Chemical systems – 3 weeks

Expenses for laboratory analysis of water quality samples are excluded.

Task 2104 – Equipment Operations Training Assistance

Equipment training requirements shall be included within the contract documents. The Contractor shall be responsible for ensuring that equipment vendors complete the training requirements as outlined in the contract documents.

TASK 2200 SERIES – PROJECT CLOSE OUT

Task 2201 – Compile O&M Manual

Following the construction of the Project, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Engineer will prepare conforming to construction drawings from the Contractor supplied redlines. A hard copy, pdf copy, point files and/or AutoCAD files of the information will be provided to the Owner.

Task 2202 – Prepare and Furnish Conforming to Construction Records

Following the construction of the Project, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Engineer will prepare conforming to construction drawings from the Contractor supplied redlines. A hard copy, pdf copy, point files and/or AutoCAD files of the information will be provided to the Owner.

Task 2203 – Project Closeout

This task includes provisions for the project manager to close out the project's documentation. This task will be conducted in the office and will include final coordination with the Contractor, punch list items, final payment, conforming to construction drawings, and other documents required by the contract documents for final completion and final payment.

Task 2204 – Warranty Period Support

This task includes provisions for the project manager and discipline engineers to support the Owner with the initial operations period and quality/warranty issues. Task includes travel to site, coordination calls and communications with the Contractor.

Task 2205 – Correction Period Site Walks

Engineer will participate in the two (2) field walks of the site with the Owner and the Contractor. Task is intended to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by the Contractor.

Agreement Summary (Basic Services):

Original Agreement:	\$2,059,442
Net Change for Prior Amendments:	\$2,317,962
This Amendment Amount:	\$2,836,594
Adjusted Agreement Amount:	\$7,213,998*
Change in Time of Services	774 days
(Days or Date, As Applicable):	December 14, 2026

* Basic Services only. Excludes approved Additional Services of \$831,280.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

Town of Johnstown

Water Treatment Plant Expansion from 5 to 12.0 mgd

Amendment 07 - Work Breakdown Structure and Fee Schedule - Remaining Construction Phase Services

Item #10.

Activity	Project Manager	Quality Control	Project Engineer	Asst. Project Engineer	Structural	Architectural	Civil	Mechanical	Electrical, Instrumentation & Controls	Construction	CAD / Designer	Fire Protection	Field Representation	BMcD Total Labor		Expenses	Sub-Consultants	Total Cost	
	Pugh	Schaefer	Huth	Wetz	Kienholz	Dalglish Lang	Strobel Lee	Olsen	Patwari Elliott	Kuntz Waddell	Mimiaga	Ginsburg DeGroff	Hendricks						
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Direct	Cost		
TASK SERIES 2000 - Construction Administration Services																			
2001 - Overall Project and Construction Administration	200		200											400	\$116,340	\$4,650		\$ 120,990	
2002 - Pre-Construction Conference														0	\$0	\$0		\$ -	
2003 - Progress Meetings (Weekly)	240		140	80	40	20	36	40	60					656	\$182,578	\$13,759		\$ 196,337	
2004 - Periodic Site Visits by PM or PE	300		150	150	80	40	30	30	150			20		950	\$260,883	\$13,615	\$44,000	\$ 318,498	
2005 - Answer Contractor Questions Through Written RFI Process	36		60	60	60	30	30	30	56					362	\$97,203	\$3,890		\$ 101,093	
2006 - Submittal and Resubmittal Review	20		90	220	120	80	80	100	150			20		880	\$228,806	\$9,150		\$ 237,956	
2007 - Change Management	80		160	270	100	60	60	100	270		80	20		1,200	\$304,784	\$12,190		\$ 316,974	
2008 - Pay Applications	38			530										568	\$123,547	\$4,940		\$ 128,487	
2009 - Substantial Completion Inspection & Punchlist	12		12		12	12	12	12	12					84	\$23,436	\$1,023		\$ 24,459	
2010 - Final Completion Inspection & Punchlist	12		12			12			12					48	\$13,444	\$623		\$ 14,067	
Sub-Total Series 2000	938	0	824	1310	412	254	248	312	710	0	80	60	0	5,148	\$1,351,021	\$63,840	\$44,000	\$1,458,861	
TASK SERIES 2100 - Resident Project Representative & Start Up Services																			
2101 - Resident Project Representative x 8 hour days																			
Phase 1 - Part Time (2 days per week for 26 weeks)														0	\$0	\$0		\$ -	
Phase 2 - Full Time (5 days per week for 35 weeks)													1380	1,380	\$390,540	\$80,113		\$ 470,653	
Phase 3 - Part Time (2 days per week for 52 weeks)													840	840	\$237,720	\$30,752		\$ 268,472	
2102 - Start Up Coordination Meetings	30		30						30					90	\$25,200	\$1,010		\$ 26,210	
2103 - Start-Up Assistance																			
1 - DAF Start Up Support	8	4	40						80					132	\$35,318	\$3,350		\$ 38,668	
2 - Ultrafiltration Start Up Support	40	4	200						40					284	\$78,679	\$7,324		\$ 86,002	
3 - GAC Start Up Support	16	4	40											60	\$17,115	\$1,562		\$ 18,677	
4 - Pumping Systems Start Up Support	8	4	40						8					60	\$16,720	\$1,552		\$ 18,272	
5 - Electrical Power Systems Start Up Support	8		40					8	120					176	\$46,796	\$4,456		\$ 51,253	
6 - Control Systems Start Up Support	8	4	40					16	120					188	\$50,404	\$4,783		\$ 55,187	
7 - Chemical Systems	16	4	72					8	40					140	\$38,594	\$3,597		\$ 42,191	
2104 - Equipment Operations & Training Assistance	16		48						16					80	\$22,210	\$890		\$ 23,100	
Sub-Total Series 2100	150	24	550	0	0	0	0	32	454	0	0	0	2220	3,430	\$959,296	\$139,388	\$0	\$1,098,684	
TASK SERIES 2200 - Project Close Out																			
2201 - Compile O&M Manual	8	2		40					20					70	\$16,685	\$670		\$ 17,355	
2202 - Conforming to Construction Drawings	40		40	80	40	40	40	40	100		440			860	\$182,574	\$7,300		\$ 189,874	
2203 - Project Close Out	40		40											80	\$23,268	\$930		\$ 24,198	
2204 - Warranty Period Support	30		40		4		6	10	30					120	\$33,514	\$1,838		\$ 35,352	
2205 - Correction Period Site Walks	20		20											40	\$11,634	\$636		\$ 12,270	
Sub-Total Series 2000	138	2	140	120	44	40	46	50	150	0	440	0	0	1,170	\$267,674	\$11,375	\$0	\$279,049	
Project Subtotals	1226	26	1514	1430	456	294	294	394	1314	0	520	60	2220	9748	\$2,577,991	\$214,603	\$44,000	\$2,836,594	
Project Total																			\$2,836,594

- Notes:
- Expected active construction period is expected to last 38 months, per MWH Constructor's schedule dated March 15, 2024 and updated June 21, 2024
 - Refer to the attached scope of work for phased RPR and office staff site visits.
 - Construction document control through MWH Constructor's web interface. Construction document control software charges are excluded.
 - For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%
 - The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
 - The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.



1510 44th Street, Unit 1
Evans, CO 80620
P (970) 351-0460
Terracon.com

Attachment 01 - Task 2004

June 27, 2024

Burns & McDonnell Engineering Company, Inc.
9785 Maroon Circle, Suite 400
Centennial, Colorado 80112

Attn: Mr. Brett Pugh, P.E.
P: (303) 583-0335
E: bdpugh@burnsmcd.com

RE: Proposal for Geotechnical Engineering Consultation Services During Construction
Johnstown Water Treatment Plant Expansion
23205 County Road 13
Johnstown, Colorado
Terracon Proposal No. P21225052

Dear Mr. Pugh:

Previously, Terracon Consultants, Inc. (Terracon) prepared a Geotechnical Engineering Report (Project No. 21225052; report dated December 5, 2023) for the project referenced above. Terracon also prepared an additional report presenting supplemental geotechnical engineering recommendations for utility trench subgrade stabilization and thrust block design (Project No. 21225052; report dated June 12, 2024) for the project. Terracon has been requested to provide on-going geotechnical engineering consultation services during construction of the project. We anticipate our services may include, but may not be limited to, review of RFIs, project team meetings, site visits to observe subsurface conditions, and providing supplemental reports and recommendations for the project.

Not to Exceed \$40,000 B. Pugh, 7/03/2024

We will provide our services on a time and materials basis according to the unit rates presented on the attached Fee Schedule. At your request, we will not exceed a total fee of ~~\$20,000~~ without your written approval. We are available to provide a separate proposal describing a specific scope of service and associated fee to be performed as part of this proposal, upon your request.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by sending us a change order/supplement to the Work Authorization (Work Authorization No. TRCN523G: dated June 27, 2022) previously executed for this project for our review and signature. The change order/supplement should also reference this proposal and attached Fee Schedule.

Proposal for Geotechnical Engineering Consultation Services
Johnstown Water Treatment Plant Expansion | Johnstown, Colorado
June 27, 2024 | Terracon Proposal No. P21225052



We appreciate the opportunity to submit this proposal to Burns & McDonnell Engineering Company, Inc. and look forward to continuing working with you and the project team on this project. If you have any questions or concerns regarding the content of this proposal, please feel free to contact us.

Sincerely,
Terracon

A handwritten signature in blue ink that reads 'Eric D. Bernhardt'.

Eric D. Bernhardt, P.E.
Regional Geotechnical Manager

A handwritten signature in blue ink that reads 'Rachel C. Pott'.

Rachel C. Pott, P.E.
Geotechnical Group Manager

Attachments: Fee Schedule

TERRACON CONSULTANTS 2024 FEE SCHEDULE

Personnel Rates

Service / Personnel / Expenses	Hourly Rate
Subject Matter Expert/Senior Consultant	\$290.00
Principal/Regional Geotechnical Manager	\$215.00
Senior Engineer, Project Manager	\$190.00
Senior Geologist/Scientist	\$185.00
Project Engineer	\$170.00
Project Geologist/Scientist, Geotechnical Group Manager	\$155.00
Senior Staff Engineer	\$150.00
Senior Staff Geologist/Scientist	\$145.00
Staff Engineer	\$130.00
Staff Geologist/Scientist	\$120.00
Field Engineer/Geologist/Scientist/Professional	\$115.00
Geophysicist	\$150.00
CAD or GIS Operator/Engineering Draftsperson	\$105.00
CWI, IFC, Wood Framing, Fireproofing Inspectors	\$110.00
Asbestos/LBP Inspector/(CABI)/AMS	\$95.00
Structural Steel – Weld-Bolted Connection	\$100.00
Special Inspector	\$100.00
Floor Flatness/Levelness Technician	\$110.00
Senior Administrative Staff	\$120.00
Administrative Staff	\$80.00
Senior Field/Laboratory Technician (NICET, State DOT Certification)	\$100.00
Field/Laboratory Technician	\$95.00
Per Diem and Lodging	\$60.00/day + cost of lodging
Vehicle Charge	\$1/mile
Services provided outside normal business hours (7:00 am to 6:00 pm, Monday through Friday), on holidays, weekends, or in excess of ten hours on one workday will be billed at 150% of listed rates.	

Laboratory Testing Services

Soils		
Specification	Service / Test	Rates
ASTM D6913 and D1140	Standard Sieves 3-inch through No. 200	\$140/Each
	Standard Sieves 3-inch through No. 200 and Hydrometer	\$200/Each
	Percent Passing No. 200 Mesh Sieve Only	\$90/Each
ASTM D2488	Visual Classification	\$30/Each
ASTM D4318	Liquid-Plastic Limit	\$130/Each
ASTM D854	Specific Gravity	\$130/Each
ASTM D2216	Moisture Content	\$15/Each
ASTM D2937	Density & Moisture Content	\$60/Each
ASTM D698 / AASHTO T99	Standard Proctor	\$205/Each
ASTM D1557 / AASHTO T180	Modified Proctor	\$235/Each
ASTM D1883	CBR	\$420/Each
ASTM D2434	Permeability	\$420/Each
	Permeability using Triaxial Cell, Undisturbed or Remolded	\$400/Each
ASTM D2844	R Value	\$500/Each
	Sulfate Content	\$60/Each
	pH and Resistivity (Lab)	\$80/Each
	pH, Sulfide, Redox and Resistivity (Lab)	\$150/Each
	Corrosive Suite: pH, Sulfate, Sulfide, Chloride, Redox, Total Salts, and Resistivity (Lab)	\$250/Each
	Direct Shear	\$300/Point
	Unconfined Compressive Strength (Soil)	\$120/Each
	Unconfined Compressive Strength (Rock)	\$200/Each
ASTM D4253 and D4254	Relative Density	\$220/Each
ASTM D2435	One-Dimensional Time-Rate Consolidation	\$600/Each
ASTM D2435	One-Dimensional Swell	\$150/Each
	Triaxial Shear: Unconsolidated – Undrained, Saturated	\$250/Each
	Triaxial Shear: Consolidated – Undrained	\$550/Each
	Triaxial Shear: Consolidated – Drained	\$650/Each
	Triaxial Shear: Recompressing Fee	\$130/Point

Aggregates		
Specification	Service / Test	Rates
ASTM C136 and C117	Sieve Analysis: Coarse aggregate Above No. 4	\$120/Each
	Sieve Analysis: Fine Aggregate No. 4 through No. 200	\$110/Each
	Sieve Analysis: Coarse & Fine Aggregates through No. 200	\$130/Each

Aggregates		
Specification	Service / Test	Rates
	Sieve Analysis: Large Pit-Run Samples (+3 in.), per hour	\$85/Hour
ASTM C127 and C128	Specific Gravity & Absorption, Coarse or Fine	\$110/Each
ASTM C29	Unit Weight	\$70/Each
ASTM C131 or C535	Los Angeles Abrasion	\$170/Each
ASTM D6928 or applicable DOT	Micro-Deval	\$220/Each
ASTM C88	Sodium or Magnesium Sulfate Soundness	\$350/Each
ASTM C40	Organic Impurities	\$75/Each
ASTM C142	Clay Lumps and Friable Particles	\$130/Each
ASTM D4791	Flat and Elongated Particles	\$110/Each
ASTM C123	Lightweight Particles-SpG 2.0 & 2.4	\$420/Each
ASTM D5821 (or applicable DOT std.)	Fractured Faces	\$110/Each
ASTM C1260 or C1567	Alkali Silica Reactivity	\$850/Each
ASTM C1252, Method C	Fine Aggregate Angularity	\$110/Each

Portland Cement Concrete and Masonry		
Specification	Specification	Rates
ASTM F1869/F2170	Vapor Emission Rate (Calcium Chloride)	\$140/Per Location
ASTM C39	Concrete Cylinders – Compressive Strength	\$30/Each
ASTM C1019	Grout Prisms – Compressive Strength	\$25/Each
ASTM C140	Masonry Units – Compressive Strength	\$65/Each
ASTM C140	Masonry Prisms – Compressive Strength	\$65/Each
ASTM C780	Mortar Cubes – Compressive Strength	\$25/Each
ASTM C42	Concrete Core – Compressive Strength	\$65/Each
ASTM C78	Flexural Strength	\$75/Each
ASTM C496	Splitting Tensile Strength	\$65/Each
	Provide Cylinder Molds	\$5/Each
	Masonry Block/Prism Assemblage Compressive Strength – 8" Unit	\$120/Each
	Masonry Block/Prism Assemblage Compressive Strength – 12" Unit	\$130/Each
	Masonry Unit Delivery Charge	\$85/hour + mileage
ASTM C567	Unit Weight of Cylinder or Core	\$25/Each
Concrete Mix Design (Aggregate Tests & Travel Not Included)		
	Compressive (lab batched)	\$1,900/Each

Portland Cement Concrete and Masonry		
Specification	Specification	Rates
	Compressive (truck batched)	\$1,500/Each
	Flexural (truck batch/lab tested)	\$2,400/Each
ASTM C42	Coring Concrete	\$250/Each
	Add Bit Charge, per inch depth	\$5/inch

Hot Mix Asphalt		
Specification	Specification	Rates
ASTM D2172 or D6307	Extraction of Asphalt	\$175/Each
ASTM D2172 or D6307	Extraction and Gradation	\$345/Each
ASTM D6926-6927	HMA Properties Test (3 specimens) includes stability, flow, air voids & Marshall unit weight	\$360/Each
ASTM D979	Coring Hot Mix Asphalt - 4" diameter cores, per each	\$250/Each
ASTM D2726	Bulk Specific Gravity & Thickness	\$50/Each
HMA Trial Mix Design: (Aggregate Tests Not Included)		
	Marshall or Hveem Method (3 bin mix max.)	\$2,000/Each
	Superpave SHRP Gyratory (3 bin mix max.)	\$3,500/Each
ASTM D2041	Theoretical Maximum Specific Gravity	\$170/Point
ASTM D1074 & D1075/ AASHTO T283	Immersion-Compression or Lottman	\$500/Each
	Design unit weight one-point verification (pre-mixed)	\$360/Each

Note: Samples Will Be Discarded 30 Days After Testing Completion If Not Otherwise Advised.

*Storage And Shipping Costs Are The Responsibility Of The Client.

Note: Special Test Pricing Available Upon Request.

Drilling Services

Drilling – Hourly Rates		Rates
Truck Mounted Drill Rig: Mobilization, Drilling (solid-stem augers), Coring, Moving, Water Haul		\$340 - \$390/Hour
Hollow-Stem Augers Downhole Hammer (Odex)		\$5/Foot \$30/Foot – Footage Rate Is In Addition To Hourly Rate
Air Compressor		\$500/Day
Support Truck		\$300/Day
Decontamination Equipment		\$150/Day
Vehicle Mileage		Current IRS Rate



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #11.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Public Hearing - East Ledge Rock Filing 2 – Replat A – Case No. SUB23-0020

ACTION PROPOSED: Consideration of Resolution 2024-38 Approving the Replat of the East Ledge Rock Center Subdivision Filing 2

ATTACHMENTS:

- 1. Resolution 2024-28
- 2. Vicinity Map
- 3. Replat A of East Ledge Rock Center Filing No. 2
- 4. East Ledge Rock Center Filing No. 2 Subdivision Final Plat
- 5. Staff Presentation

ZONING: PD- Ledge Rock Center

PRESENTED BY: Lilly Cory, Planner I
Jeremy Gleim AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The applicant, Carson Development, LLC, is requesting the approval of a re-subdivision within the East Ledge Rock Filing No. 2 Final Subdivision. Proposed is the platting of seven (7) additional lots along with minor lot line adjustments to encourage future commercial development into the overall Ledge Rock Center Development. The following replat/re-subdivision qualifies as a Major Subdivision per the 2023 Johnstown Land Use code with the platting of the seven (7) lots in previously un-platted land (Tract B). All public improvements associated have been reviewed and altered as necessary to accommodate the additional lots.

LOCATION:

The subject property is located South of Highway 60 and East of High Plains Boulevard. The subject property encompasses a total of 152.65 acres. Major vehicular access points into the development are off Highway 60 via Peyton Drive and High Plains Boulevard.

HISTORY:

The subject property was annexed into the Town of Johnstown in 2003 under the Ridgeview Ranch Annexation. It was annexed into the Town by way of Ordinance No. 2003-706. Upon annexation, Planned Development (PD) zoning was established, and the Ridgeview Ranch Outline Development Plan (ODP) was later approved in 2003 pursuant to Ordinance No. 2004-707. The property's zoning was later amended and approved in 2022 by Resolution 2022-223 to create the Ledge Rock Center ODP and Design Guidelines.

ZONING & LAND USE:

Pursuant to the Land Use Map in the 2021 Johnstown Area Comprehensive Plan, the subject property is split between three land use areas: Low Density/Intensity on the eastern area of the site, and High Density/Intensity on the western portions of the project site with decreasing intensity moving east of Colorado Interstate 25 (I-25).

ADJACENT ZONING & LAND USE	
NORTH	SF-1 – Rocksbury Ridge
EAST	Weld County 'A' – Agricultural Property
SOUTH	Weld County 'A' – Agricultural Property & Railway
WEST	PD – West Ledge Rock Subdivision "Future"- Ledge Rock Center PD

PROJECT DESCRIPTION & ANALYSIS:

The overarching East Ledge Rock Center development is comprised of approximately 153 acres. Within the development, there is a mix of commercial tenants, multi-family construction, and single-family homes. The subject Replat A subdivision creates seven (7) new lots within Tract B for commercial uses and adjusts previous lot lines in the Filing 2 subdivision.

The primary function of the proposed filing is to create Lots 8-14 for commercial development, amend lot lines, and add or amend easements as necessary. This plat consists of 63.638 acres. Additional Right-Of-Way will not need to be dedicated as it was dedicated in the East Ledge Rock Center Filing No. 2 Subdivision with Weld County Reception No. #4853717 & Weld County Reception No. #1254277. Access to the additional seven (7) lots will be a private drive, Carroll Lane, the applicant will be responsible for the construction and maintenance of the roadway.

No amendment will be necessary for either the Subdivision Development Agreement for Filing 2 or the Water Authorization Agreement. All development standards and water dedication as depicted in the Water Sewer Service Agreement, Weld County Reception No. #485964 and Development Agreement Reception No. #4844311 shall apply to the construction and development of lots 8-14. This includes but is not limited to, the phasing of public improvements, water cost and allocation, and design standards.

Pursuant to the information listed above, Staff has found that Filing No. 2 – Replat A, as presented, complies with the development standards outlined in the Ledge Rock Outline Development Plan and Johnstown Land Use Code.

PUBLIC NOTICE:

Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, May 26, 2024. This notice provided the date, time, and location of the Town Council hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the subject property. The notice included a vicinity map and the proposed subdivision map of the subject property. The public hearing was continued on June 17, 2024, at the Town Council Meeting to ensure compliance with the Johnstown Municipal Code. Planning and Zoning was held on July 10, 2024, a recommendation is not known at this time of this report but will be disclosed in the Staff Presentation.

COMPREHENSIVE PLAN ALIGNMENT:

The 2021 Comprehensive Plan identifies this area as appropriate for medium-intensity development types. The Ledge Rock Center Design Guidelines align with the comprehensive use of the land with a multi-tenant commercial development and a variety of housing opportunities.

Staff finds that this project aligns with the adopted Comprehensive Plan and will align with the goals and policies listed therein.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environments
 - *Expect and encourage community-centered design.*
- Quality Infrastructure & Facilities
 - *Ensure future viability of infrastructure and facilities*

FINDINGS

1. The proposed subdivision is consistent with the Johnstown Comprehensive Plan.
2. The proposed subdivision complies with the previously approved Ledge Rock Design Guidelines and Johnstown Municipal Code.

The proposed subdivision will meet the needs of the community by creating new lots for commercial development to expand the community for its residents, businesses, and visitors alike.

LEGAL ADVICE:

The Town Attorney has reviewed and prepared the resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: EAST LEDGE ROCK CENTER FILING 2 – REPLAT A

Staff recommends that the Planning & Zoning recommend that the Town Council approve Resolution 2024-38, Approving East Ledge Rock Filing 2 – Replat A Case No. SUB23-0020.

SUGGESTED MOTIONS:

For Approval: I Move to Approve Resolution 2024-38, approving the East Ledge Rock Center Filing 2 – Replat A.

For Denial: I Move to Deny Resolution No 2024-38.

Reviewed and Approved for Presentation,



**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-28**

APPROVING THE EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A, BEING A SUBDIVISION OF LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 63.638 ACRES

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

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

WHEREAS, Ledge Rock Center, LLC, a Kansas limited liability company, submitted an application to the Town for approval of the East Ledge Rock Center Subdivision Filing No. 2, Replat A, being a subdivision of Lots 1-7 and Tracts A, B and C, East Ledge Rock Center Subdivision Filing No. 2, situated in the Northeast One-Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 63.638 acres; and

WHEREAS, on July 10, 2024, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the East Ledge Rock Center Subdivision Filing No. 2, Replat A; and

WHEREAS, on July 15, 2024, the Town Council held a public hearing concerning approval of the East Ledge Rock Center Subdivision Filing No. 2, Replat A, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the East Ledge Rock Center Subdivision Filing No. 2, Replat A is substantially consistent with the Preliminary Plat and the Town’s Comprehensive Plan, meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations and aligns with the approved Ledge Rock Center Outline Development Plan; and

WHEREAS, based on the foregoing, the Town Council desires to approve the East Ledge Rock Center Subdivision Filing No. 2, Replat A.

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

Section 1. Plat Approval: The East Ledge Rock Center Subdivision Filing No. 2, Replat A, being a subdivision of Lots 1-7 and Tracts A, B and C, East Ledge Rock Center Subdivision Filing No. 2, situated in the Northeast One-Quarter of Section 11, Township 4 North, Range 68

West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 63.638 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the East Ledge Rock Center Subdivision Filing No. 2, Replat A and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of July, 2024.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

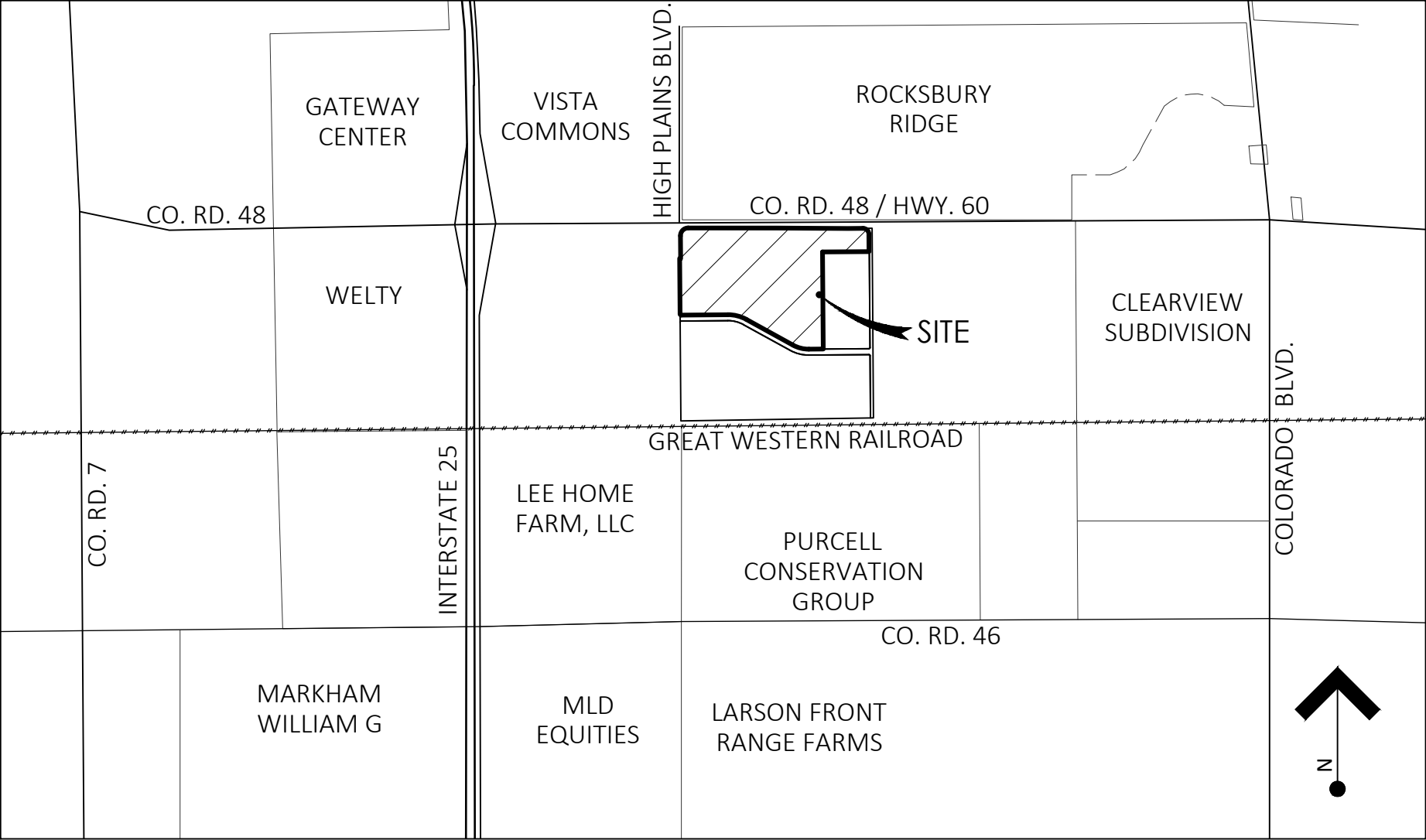
By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor



Legal Description

A PARCEL OF LAND BEING LOTS 1-7 AND TRACTS A, B & C OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, RECEPTION NUMBER 4853717, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;
CONTAINING 2,772,087 SQUARE FEET OR 63.638 ACRES, MORE OR LESS.



VICINITY MAP
Scale 1" = 2,000'

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

A SUBDIVISION OF

LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST

OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PAGE 1 OF 9

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK CENTER, LLC, A KANSAS LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING LOTS 1-5 AND TRACT B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, RECEPTION NUMBER 4853717, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

KNOW ALL PERSON BY THESE PRESENT THAT GRAND PEAKS AT LEDGEROCK, LLC, A DELAWARE LIMITED LIABILITY COMPANY BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING LOT 6 OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, RECEPTION NUMBER 4853717, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK APARTMENTS I LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING LOT 7 OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, RECEPTION NUMBER 4853717, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING TRACT A AND TRACT C OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, RECEPTION NUMBER 4853717, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 2,772,087 SQUARE FEET OR 63.638 ACRES, MORE OR LESS.

HAS SURVEYED, _____, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, 20____.

LEDGE ROCK CENTER, LLC

BY: _____
MICHEL SCHLUP TRUSTEE

NOTARIAL:

STATE OF _____)

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D.

BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LEDGE ROCK APARTMENTS I LLC,

BY: _____
MICHAEL SCHLUP MANAGER

STATE OF _____)

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D.

BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

HOLDER OF DEED OF TRUST:

OAKSTAR BANK

BY: _____

GRAND PEAKS AT LEDGEROCK, LLC

BY: _____
MICHEL L. SCHLUP TRUSTEE, MEMBER/MANAGER

STATE OF _____)

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D.

BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT

BY: _____
MICHEL SCHLUP TRUSTEE

STATE OF _____)

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D.

BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

NOTARIAL:

STATE OF _____)

COUNTY OF _____)

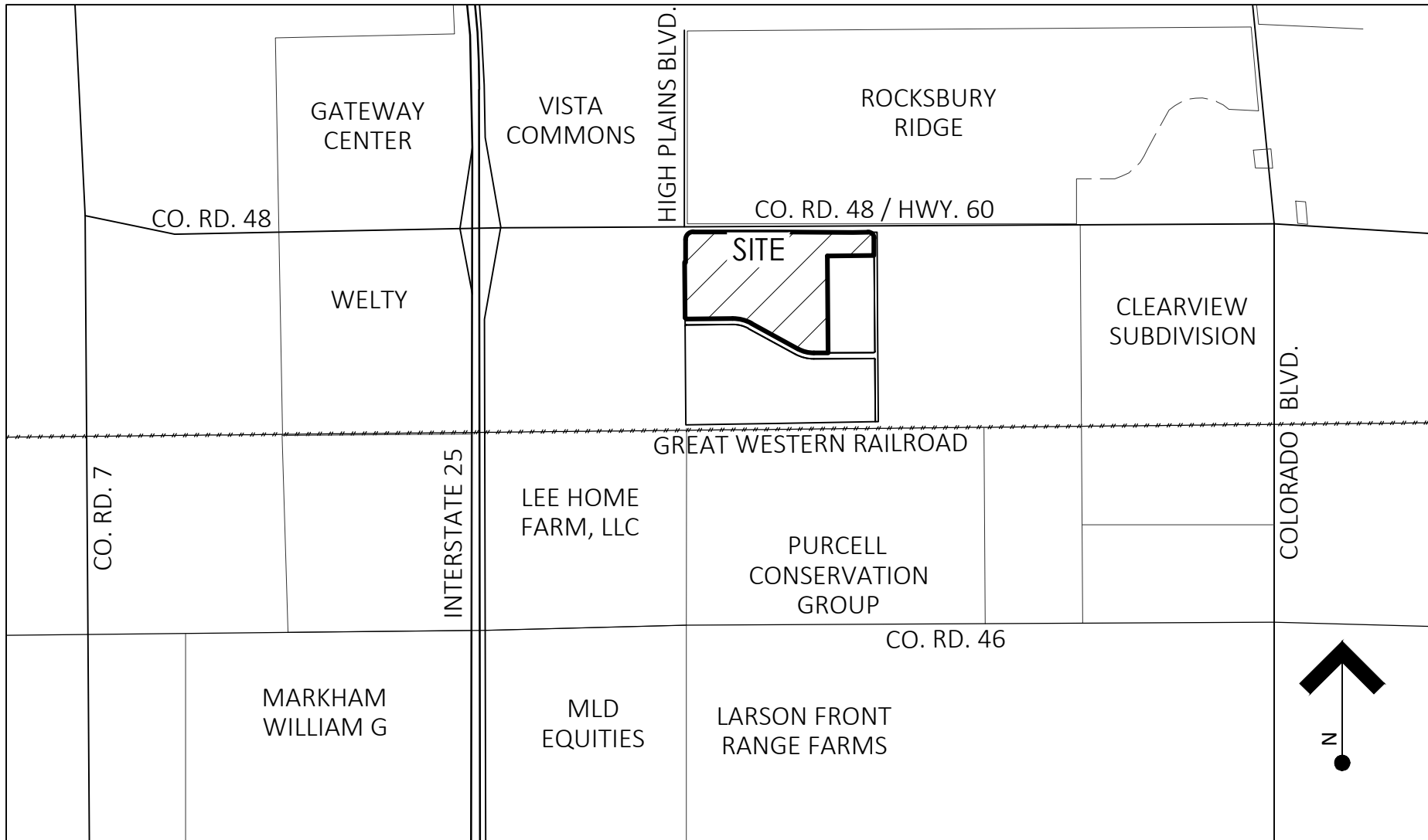
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D.

BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____



VICINITY MAP

Scale 1" = 2,000'

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TRACT B, EAST LEDGE ROCK CENTER SUBDIVISION FILING 2 INTO LOTS 8-14 AND DEDICATE EASEMENTS TO SUPPORT AND FACILITATE DEVELOPMENT. THE BOUNDARIES OF LOTS 1-7, TRACTS A, B & C, EAST LEDGE ROCK CENTER SUBDIVISION FILING 2 SHALL REMAIN THE SAME WHILE ENCOMPASSING THE EASEMENTS HEREBY DEDICATED.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1-7 AND TRACTS A, B & C OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, RECEPTION NUMBER 4853717, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;

CONTAINING 2,772,087 SQUARE FEET OR 63.638 ACRES, MORE OR LESS.

GENERAL PLAT NOTES:

- FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON SITE.
- ACCESS EASEMENTS ARE DEDICATED FOR PUBLIC AND EMERGENCY ACCESS. OWNER IS RESPONSIBLE FOR MAINTENANCE.
- LOTS 1, 2, 3, 4, AND 5 REPRESENT BUILDING FOOTPRINTS THAT MAY BE REPLATTED TO FINAL FOUNDATION FOOTPRINT, BASED UPON FINAL JOHNSTOWN-APPROVED DEVELOPMENT PLANS AND MAY BE SUBJECT TO MINOR MODIFICATION OF SIZE AND LOCATION AT THE TIME OF REPLAT.

ADDITIONAL PLAT NOTES:

- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

SURVEYOR'S NOTES:

- 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.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TITLE COMMITMENT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY:

COMMITMENT NO.459-HS0828939-414, COMMITMENT DATE OF FEBRUARY 16, 2024 AT 8:00 A.M.
- THE SUBJECT PROPERTY CONTAINS 2,772,087 SQUARE FEET OR 63.638 ACRES, MORE OR LESS.
- UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FOOT.

- BASIS OF BEARINGS: BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N00°26'18"W.
- FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 08069C1405G, WITH AN EFFECTIVE DATE OF JANUARY 15, 2021, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION:ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

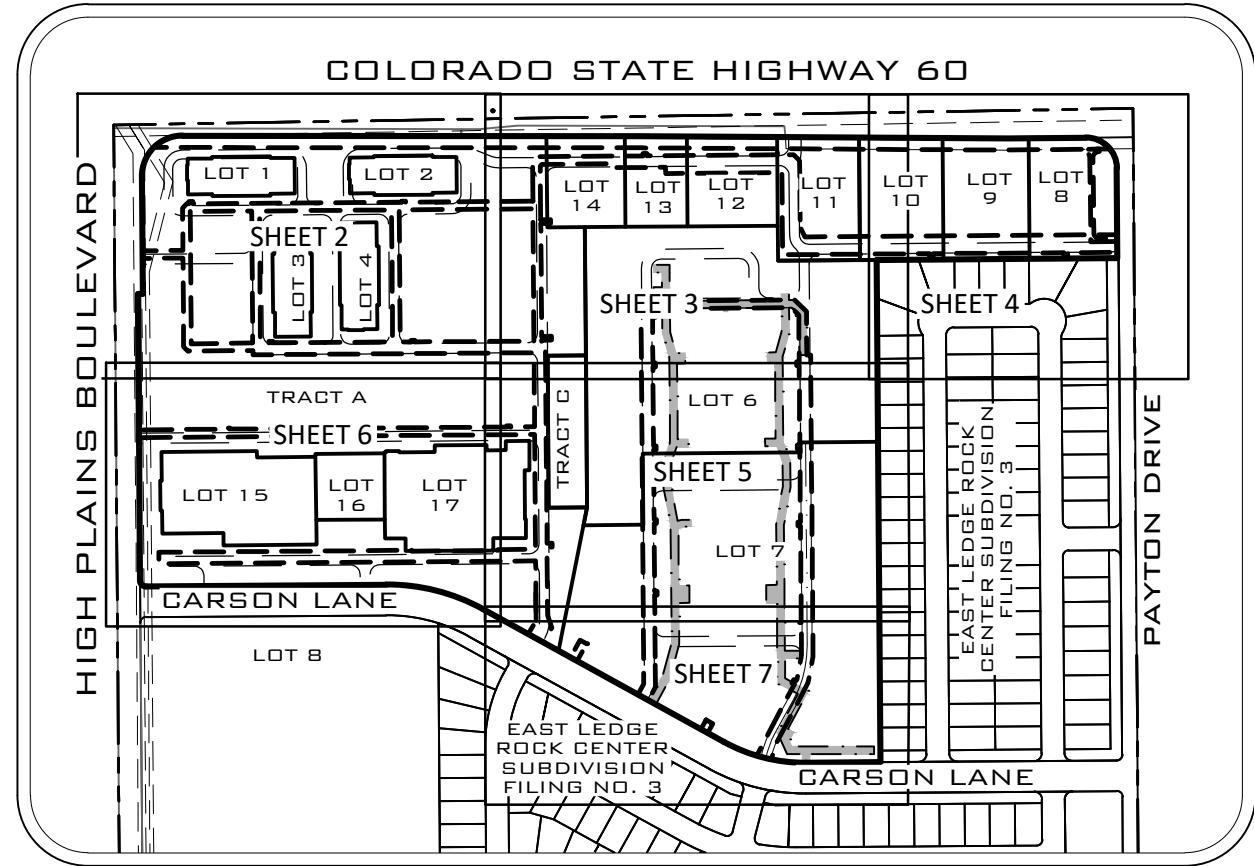
TOWN APPROVAL:

THIS PLAT, TO BE KNOWN AS EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____ 20____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SHEET INDEX:

- SHEET 1: COVER & SUBDIVISION NOTES
SHEET 2: SUBDIVISION
SHEET 3: SUBDIVISION
SHEET 4: SUBDIVISION
SHEET 5: SUBDIVISION
SHEET 6: SUBDIVISION
SHEET 7: SUBDIVISION
SHEET 8: LINE AND CURVE TABLES
SHEET 9: KEY MAP



KEY MAP

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

Scale 1" = 500'

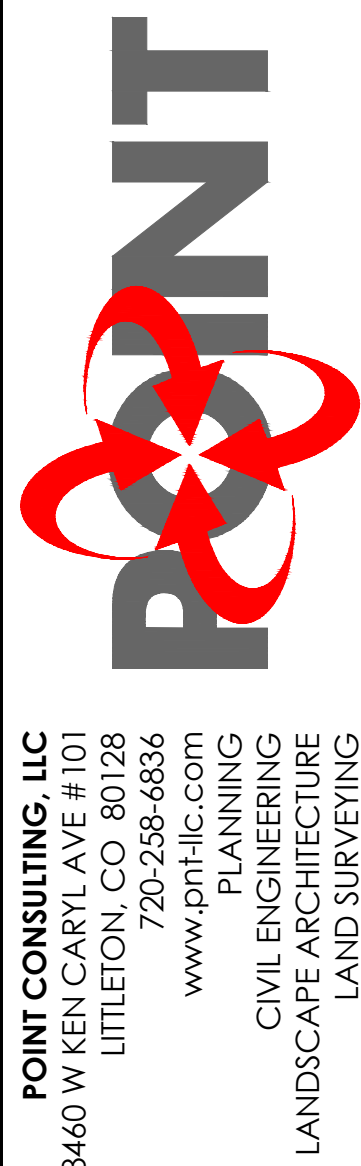
ACREAGE TABLE	
IDENTIFIER	AREA
TRACT A & LOTS 1-7 30' UTILITY EASEMENT	73,358 SQ. FT. 1.684 ACRES ±
TRACTS A & LOT 7 UTILITY EASEMENT	148,290 SQ. FT. 3.404 ACRES±
LOT 8 UTILITY EASEMENT	2,784 SQ. FT. 0.063 ACRES±
LOTS 1, 2, 4 & 14, TRACT A ACCESS EASEMENT	194,535 SQ. FT. 4.466 ACRES±
LOTS 6 & 7 ACCESS EASEMENT	83,543 SQ. FT. 1.918 ACRES±
LOTS 6 & 7 STORM EASEMENT	72,504 SQ. FT. 1.664 ACRES±
LOTS 6 & 7 UTILITY EASEMENT	74,639 SQ. FT. 1.713 ACRES ±
LOT 7 UTILITY EASEMENT 1	554 SQ. FT. 0.013 ACRES±
LOT 1	27,327 SQ. FT.± 0.627 ACRES±
LOT 2	27,327 SQ. FT.± 0.627 ACRES±
LOT 3	27,327 SQ. FT.± 0.627 ACRES±
LOT 4	27,327 SQ. FT.± 0.627 ACRES±
LOT 6	446,820 SQ. FT.± 10.258 ACRES±
LOT 7	548,871 SQ. FT.± 12.600 ACRES±
LOT 8	70,179 SQ. FT. ± 1.611 ACRES±
LOT 9	70,444 SQ. FT.± 1.617 ACRES±
LOT 10	68,874 SQ. FT.± 1.581 ACRES±
LOT 11	68,424 SQ. FT.± 1.571 ACRES±
LOT 12	54,477 SQ. FT.± 1.251 ACRES±
LOT 13	37,977 SQ. FT.± 0.872 ACRES±
LOT 14	48,098 SQ. FT. 1.104 ACRES
LOT 15	216,094 SQ. FT. 4.961 ACRES
LOT 16	216,094 SQ. FT. 4.961 ACRES
LOT 17	
TRACT A	992,985 SQ. FT. 22.796 ACRES
TRACT C	39,538 SQ. FT. 0.908 ACRES

SURVEYING CERTIFICATE:

I, CAMERON M. WATSON, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A BEING A SUBDIVISION OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2 WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS _____ DAY OF _____, 20____.

CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARLY AVE #101
Littleton, CO 80128
(720) 258-6836
cwatson@pnt-llc.com



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PLANNING
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LANDSCAPE ARCHITECTURE
LAND SURVEYING

SUBDIVISION PLAT

EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2, REPLAT A

JOHNSTOWN, COLORADO

JOB NO. 21.022

DESCRIPTION

ORIGINAL PREPARATION
REPLAT UPDATE

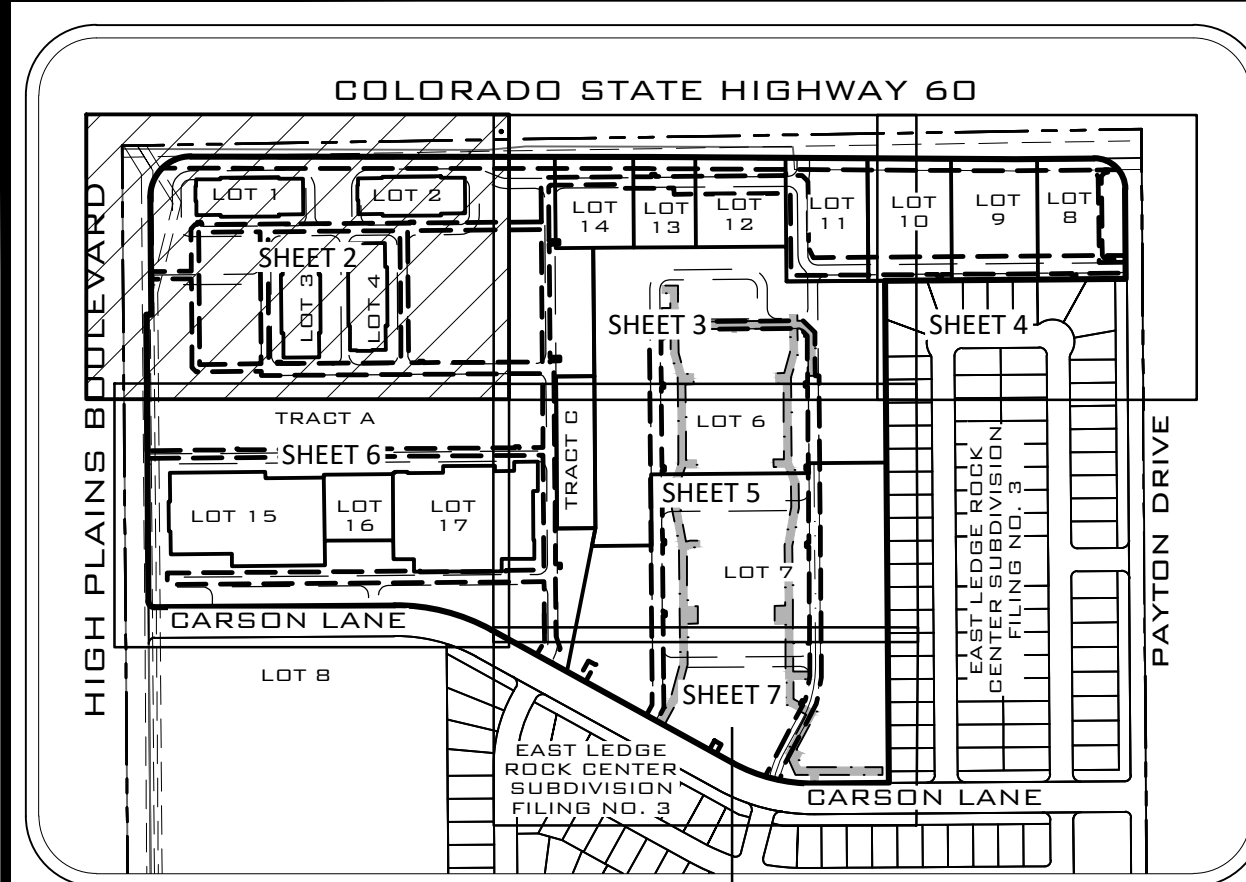
DATE

08.14.2023
06.28.2024

SHEET 1 / 9

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

A SUBDIVISION OF
 LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
 SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN,
 COUNTY OF WELD, STATE OF COLORADO
 PAGE 2 OF 9



KEY MAP
 Scale 1" = 500'

SHEET INDEX:

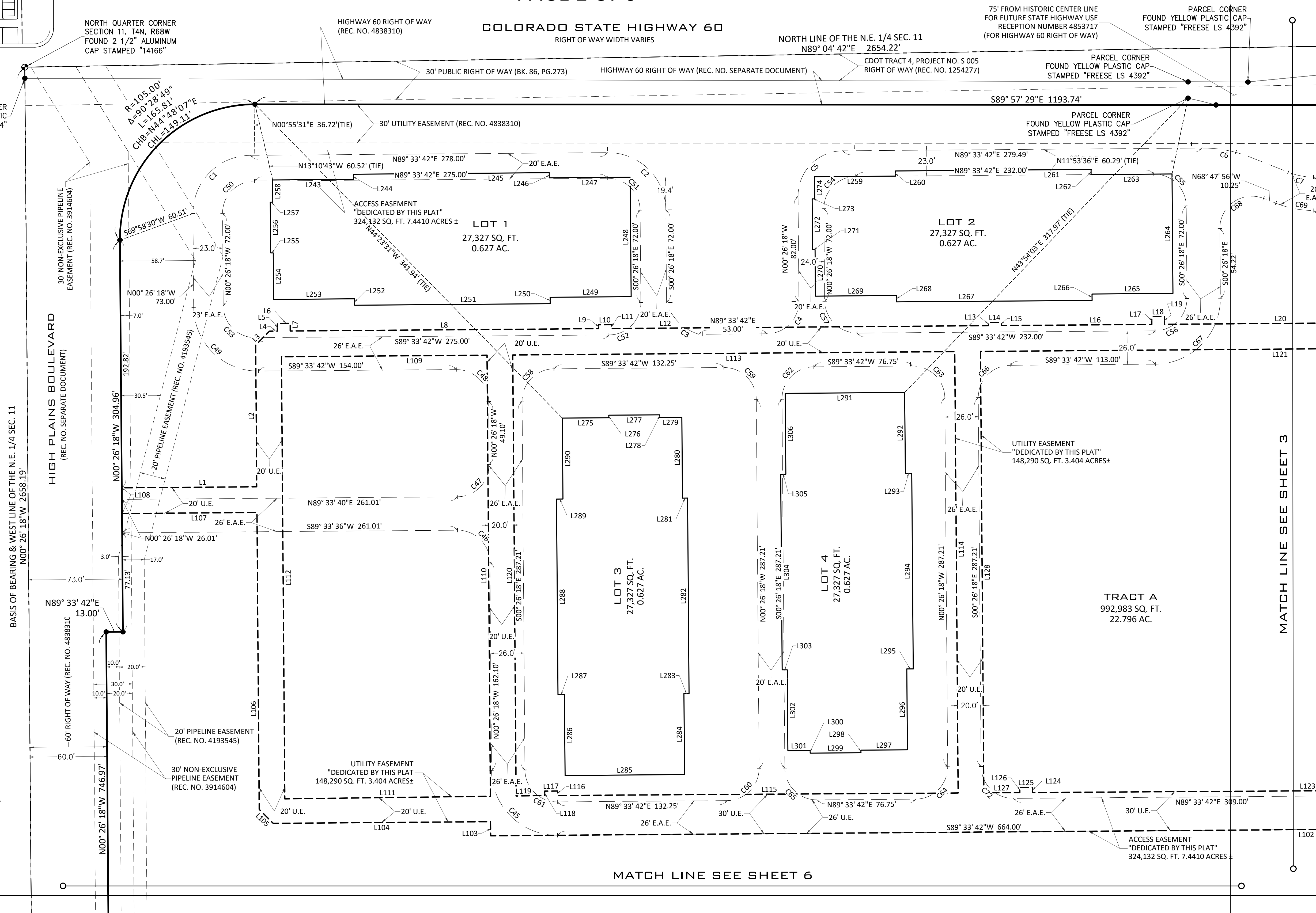
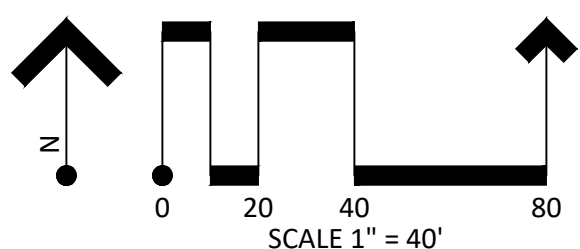
SHEET 1: COVER & SUBDIVISION NOTES
 SHEET 2: SUBDIVISION
 SHEET 3: SUBDIVISION
 SHEET 4: SUBDIVISION
 SHEET 5: SUBDIVISION
 SHEET 6: SUBDIVISION
 SHEET 7: SUBDIVISION
 SHEET 8: LINE AND CURVE TABLES
 SHEET 9: KEY MAP

ABBREVIATIONS:

SEC. SECTION
 COR. CORNER
 R.O.W. RIGHT OF WAY
 REC. NO. RECEPTION NUMBER
 N NORTH
 E EAST
 S SOUTH
 W WEST
 FT. U.S. SURVEY FOOT
 SQ. FT. SQUARE FOOT
 AC. ACRE
 R. RADIUS
 Δ DELTA ANGLE
 L ARC LENGTH
 CHB. CHORD BEARING
 CHL. CHORD LENGTH
 U.A. UTILITY EASEMENT
 E.A.E. EMERGENCY ACCESS EASEMENT

MAP LEGEND:

- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- ⊕ FOUND GOVERNMENT CORNER
- ⊕ FOUND CHISELED CROSS / CUT X
- ⊕ FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR (24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE PER REC NO 4853717
- EXISTING EASEMENT LINE
- ACCESS EASEMENT DEDICATED BY THIS PLAT
- UTILITY EASEMENT DEDICATED BY THIS PLAT
- STORM EASEMENT DEDICATED BY THIS PLAT
- FUTURE ACCESS EASEMENT
- SHEET MATCH LINE



POINT CONSULTING, LLC
 8460 W. KEN CARYL AVE. #101
 LITTLETON, CO. 80128
 720-258-6836
 www.pnt-llc.com
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
 SUBDIVISION FILING NO. 2, REPLAT A
 JOHNSTOWN, COLORADO
 JOB NO. 21.022

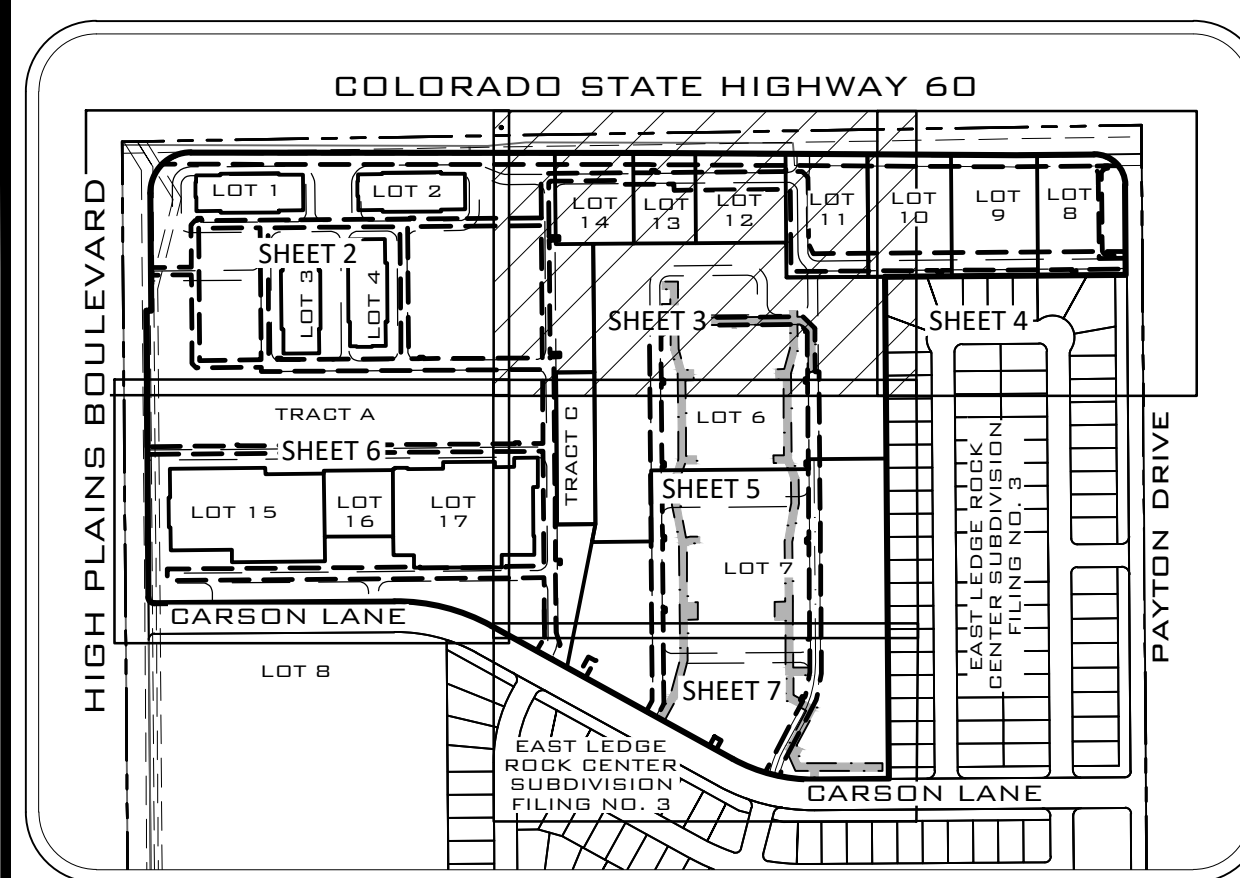
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 06.28.2024
 DESCRIPTION: ORIGINAL PREPARATION
 REPLAT UPDATE

SHEET 2/9

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

A SUBDIVISION OF
LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN,
COUNTY OF WELD, STATE OF COLORADO
PAGE 3 OF 9

COLORADO STATE HIGHWAY 60
RIGHT OF WAY WIDTH VARIES



SHEET INDEX:

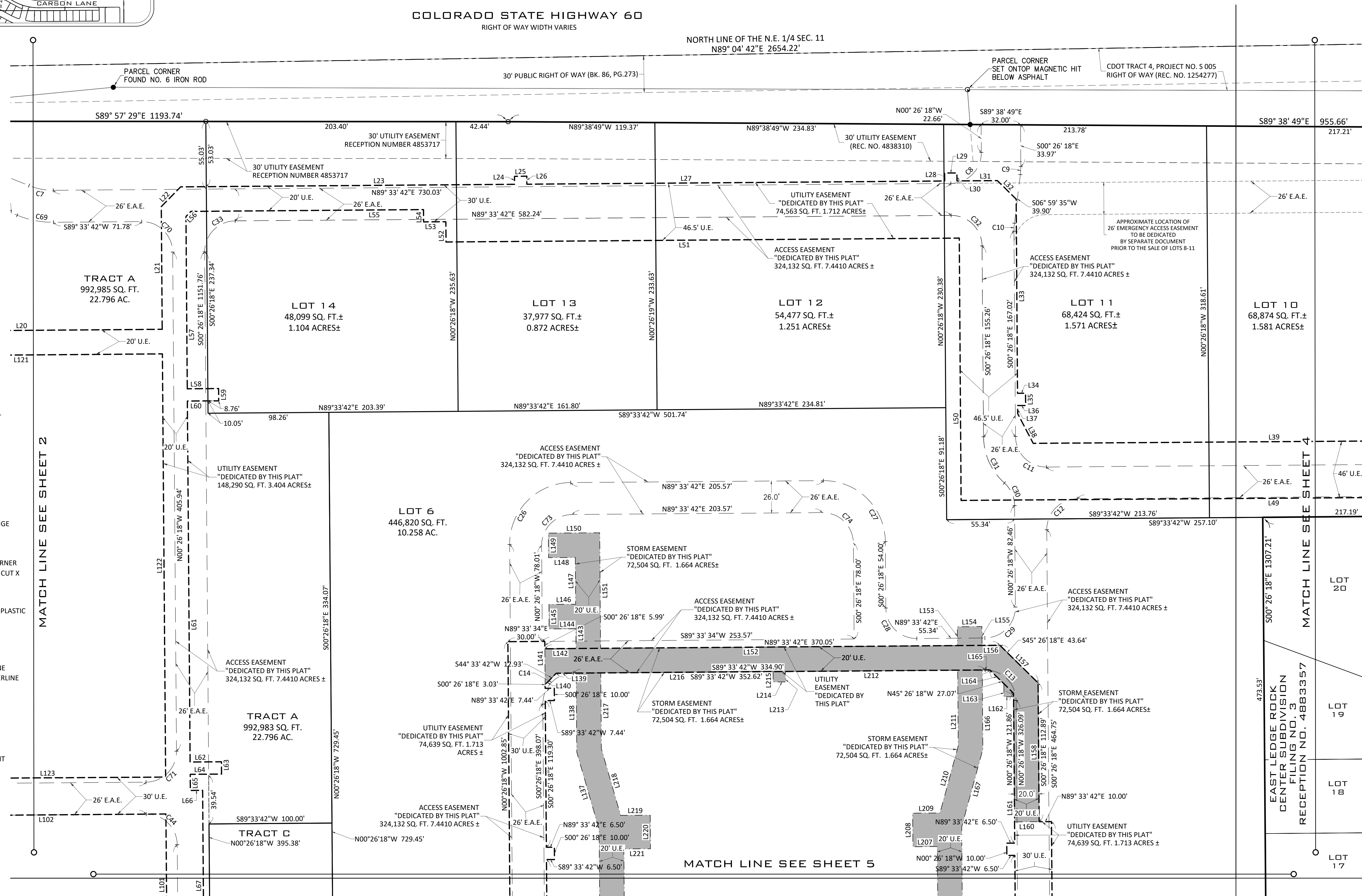
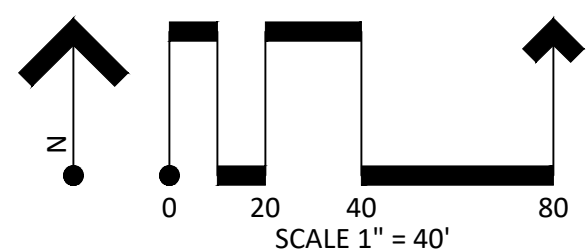
SHEET 1:	COVER & SUBDIVISION NOTES
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SHEET 7:	SUBDIVISION
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ABBREVIATIONS:

SEC.	SECTION
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N	NORTH
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SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH
U.A.	UTILITY EASEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT

MAP LEGEND:

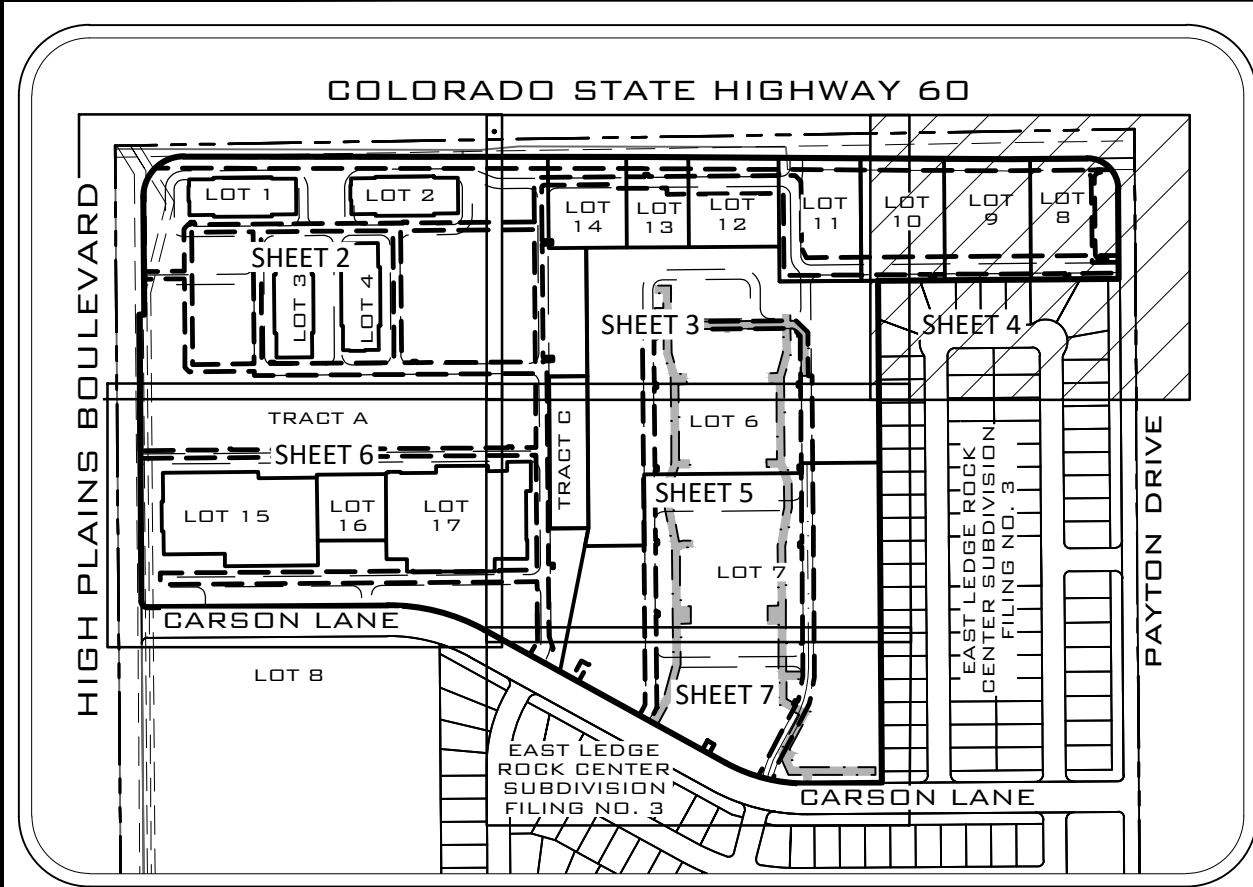
- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
 - ⊗ SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
 - ⦿ FOUND GOVERNMENT CORNER
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(24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)
-
- _____ SECTION LINE
 - ===== BOUNDARY LINE
 - _____ LOT LINE
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 - ACCESS EASEMENT CENTERLINE
 - PER REC NO 4853717
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 - ACCESS EASEMENT
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SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2, REPLAT A
JOHNSTOWN, COLORADO
DB NO. 21,022

DATE	DESCRIPTION
08.14.2023	ORIGINAL PREPARATION
06.28.2024	REPLAT UPDATE
-	-
-	-
-	-
-	-
-	-
SHEET 3/9	PLAT EXHIBIT



EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

A SUBDIVISION OF
LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
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PAGE 4 OF 9

SHEET INDEX:

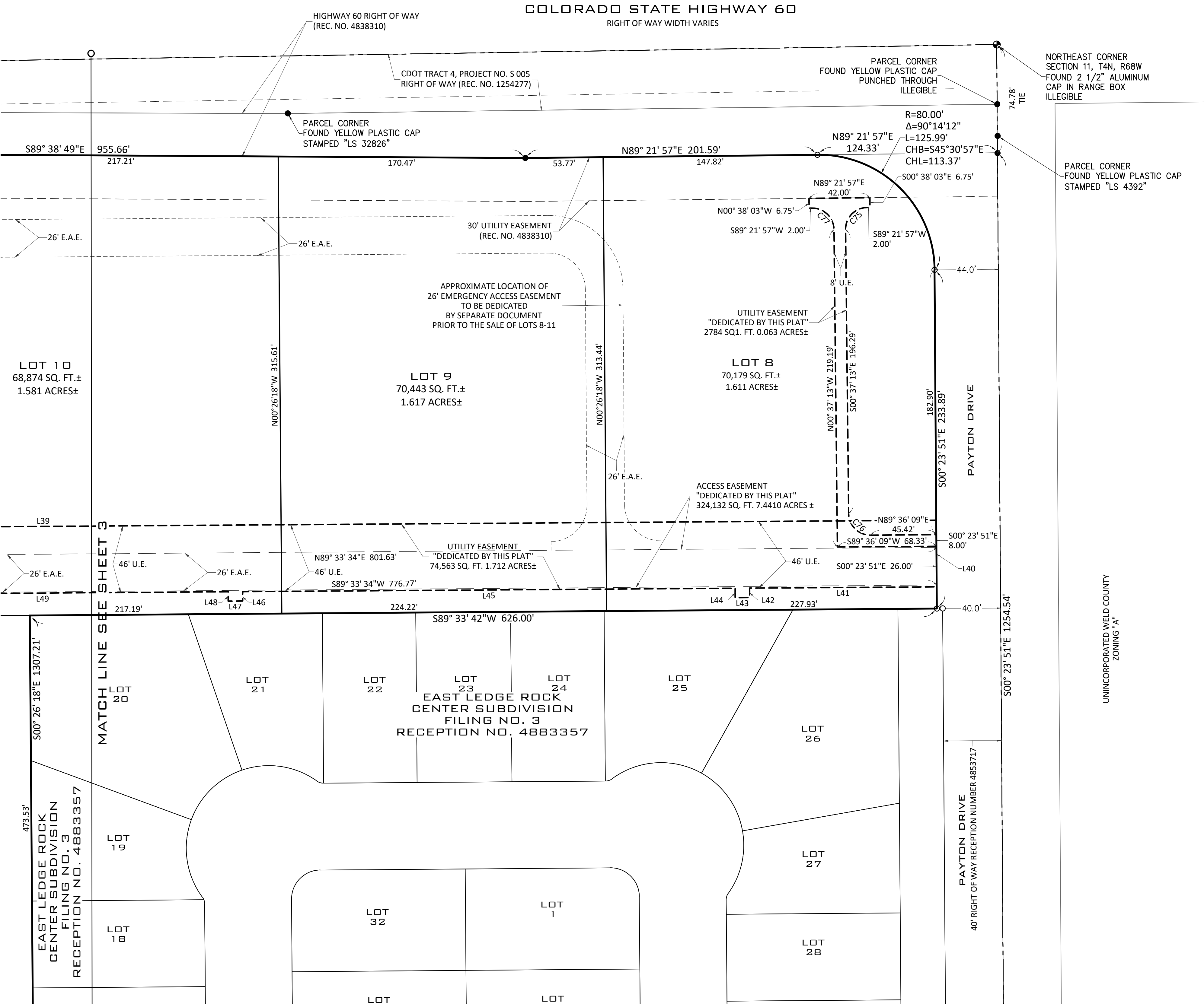
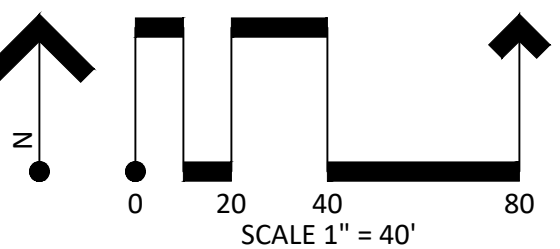
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MAP LEGEND:

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- --- ○ SHEET MATCH LINE



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LAND SURVEYING

SUBDIVISION PLAT

EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2, REPLAT A

DESCRIPTION

DATE

08.14.2023
06.28.2024

ORIGINAL PREPARATION
REPLAT UPDATE

PLAT EXHIBIT

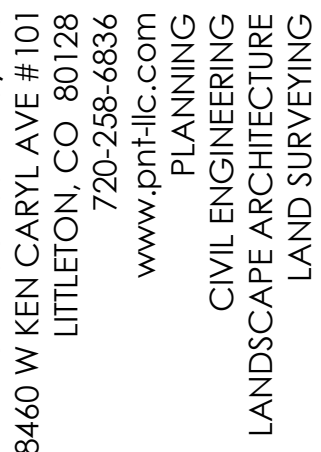
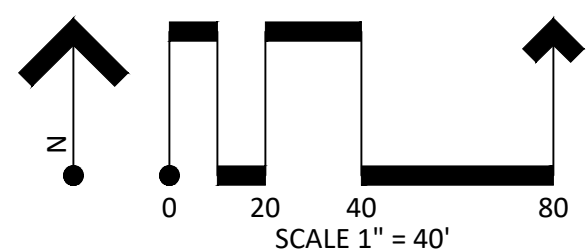
JOB NO. 21.022

JOHNSTOWN, COLORADO

SHEET 4/9

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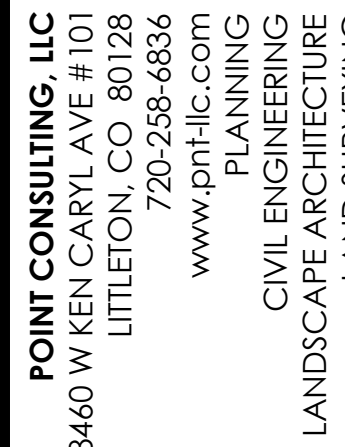


EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2, REPLAT A
JOHNSTOWN, COLORADO

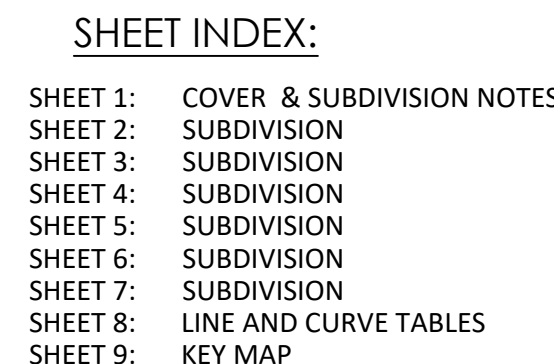
ORIGINAL PREPARATION
REPLAT UPDATE

08.14.2023	06.28.2024
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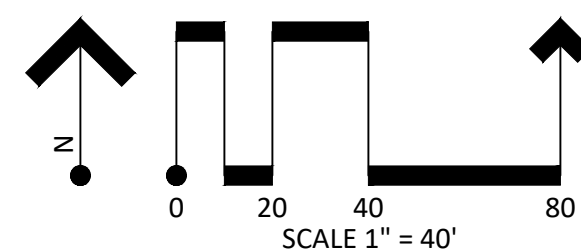
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PAGE 6 OF 9



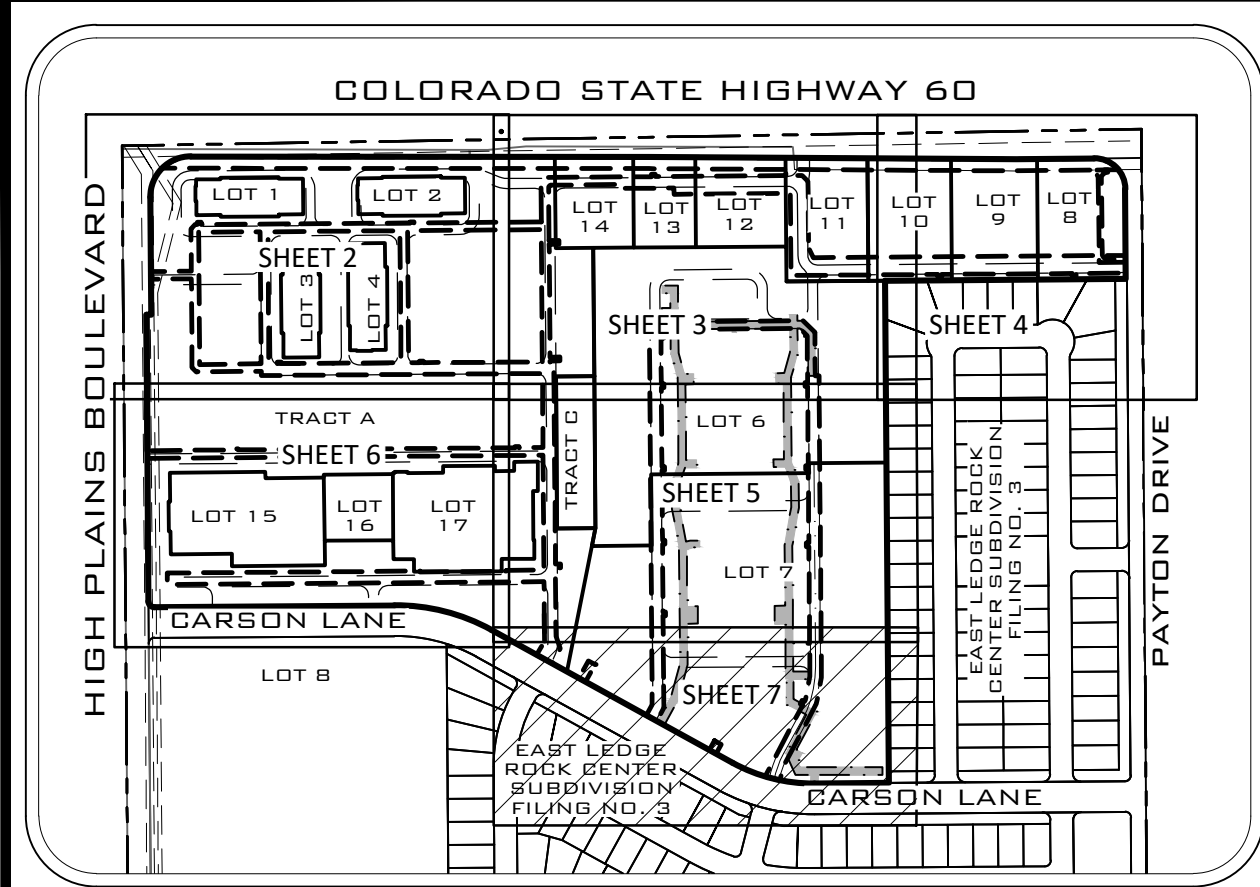
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L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- ⊗ SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- ✱ FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
(24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)

- _____ SECTION LINE
- ===== BOUNDARY LINE
- _____ LOT LINE
- _____ ADJACENT BOUNDARY LINE
- _____ ACCESS EASEMENT CENTERLINE
- _____ PER REC NO 4853717
- _____ EXISTING EASEMENT LINE
- _____ ACCESS EASEMENT
- _____ DEDICATED BY THIS PLAT
- _____ UTILITY EASEMENT
- _____ DEDICATED BY THIS PLAT
- _____ STORM EASEMENT
- _____ DEDICATED BY THIS PLAT
- _____ FUTURE ACCESS EASEMENT
- SHEET MATCH LINE



DATE	-	DESCRIPTION
08.14.2023	-	ORIGINAL PREPARATION
06.28.2024	-	REPLAT UPDATE



EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

A SUBDIVISION OF
LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN,
COUNTY OF WELD, STATE OF COLORADO
PAGE 7 OF 9



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8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
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www.pnt-llc.com
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LANDSCAPE ARCHITECTURE
LAND SURVEYING

SHEET INDEX:

SHEET 1: COVER & SUBDIVISION NOTES
SHEET 2: SUBDIVISION
SHEET 3: SUBDIVISION
SHEET 4: SUBDIVISION
SHEET 5: SUBDIVISION
SHEET 6: SUBDIVISION
SHEET 7: SUBDIVISION
SHEET 8: LINE AND CURVE TABLES
SHEET 9: KEY MAP

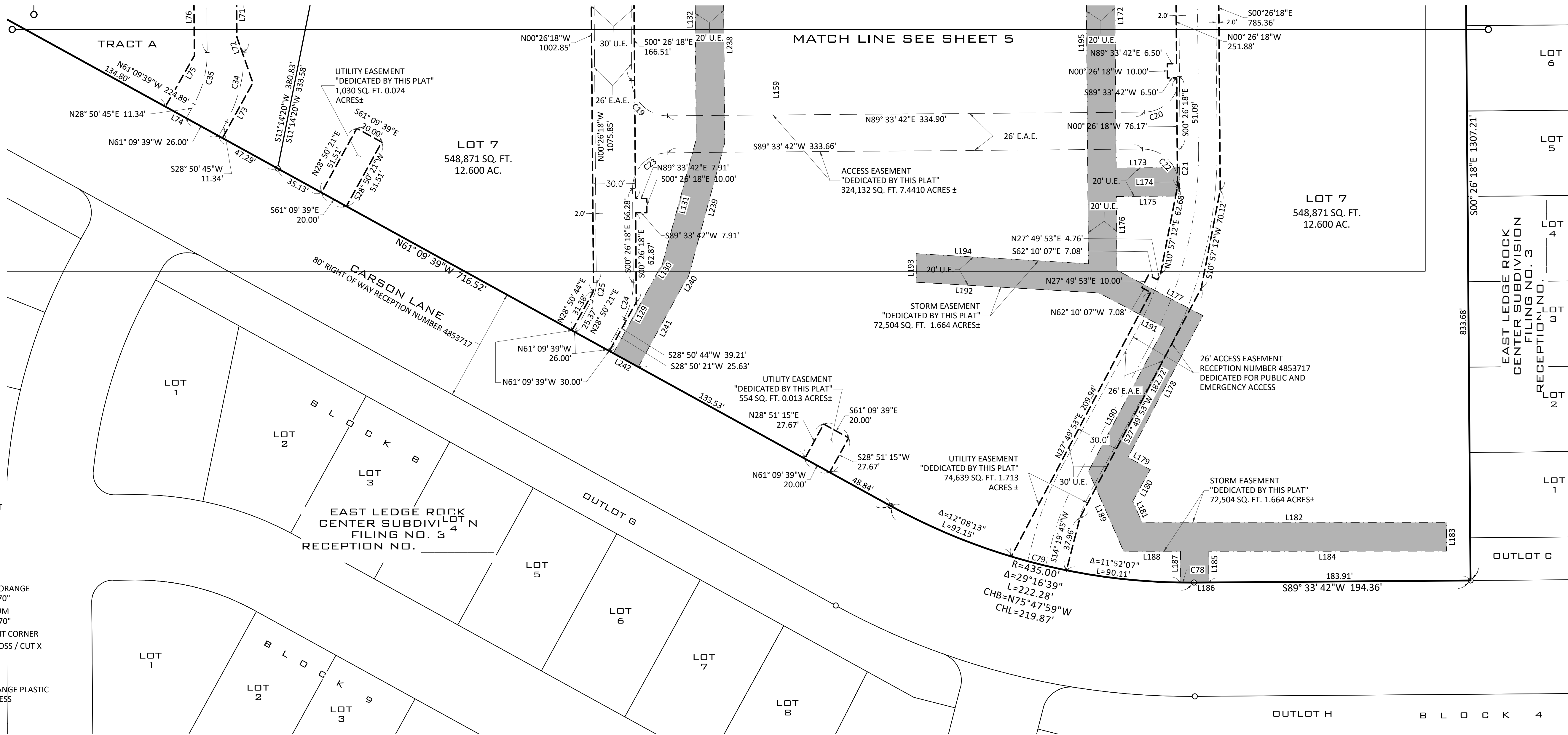
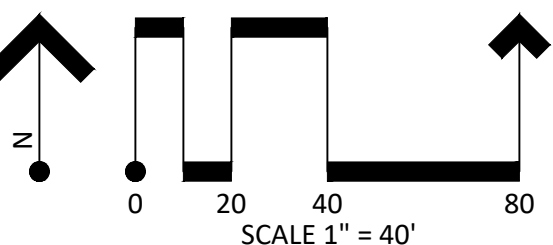
ABBREVIATIONS:

SEC. SECTION
COR. CORNER
R.O.W. RIGHT OF WAY
REC. NO. RECEPTION NUMBER
N NORTH
E EAST
S SOUTH
W WEST
FT. U.S. SURVEY FOOT
SQ. FT. SQUARE FOOT
AC. ACRE
R. RADIUS
Δ DELTA ANGLE
L ARC LENGTH
CHB CHORD BEARING
CHL CHORD LENGTH
U.A. UTILITY EASEMENT
E.A.E. EMERGENCY ACCESS EASEMENT

MAP LEGEND:

- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- ⊕ FOUND GOVERNMENT CORNER
- ⊕ FOUND CHISELED CROSS / CUT X
- ⊕ FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR (24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)

- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE PER REC NO 4853717
- EXISTING EASEMENT LINE
- ACCESS EASEMENT DEDICATED BY THIS PLAT
- UTILITY EASEMENT DEDICATED BY THIS PLAT
- STORM EASEMENT DEDICATED BY THIS PLAT
- FUTURE ACCESS EASEMENT
- SHEET MATCH LINE



SUBDIVISION PLAT

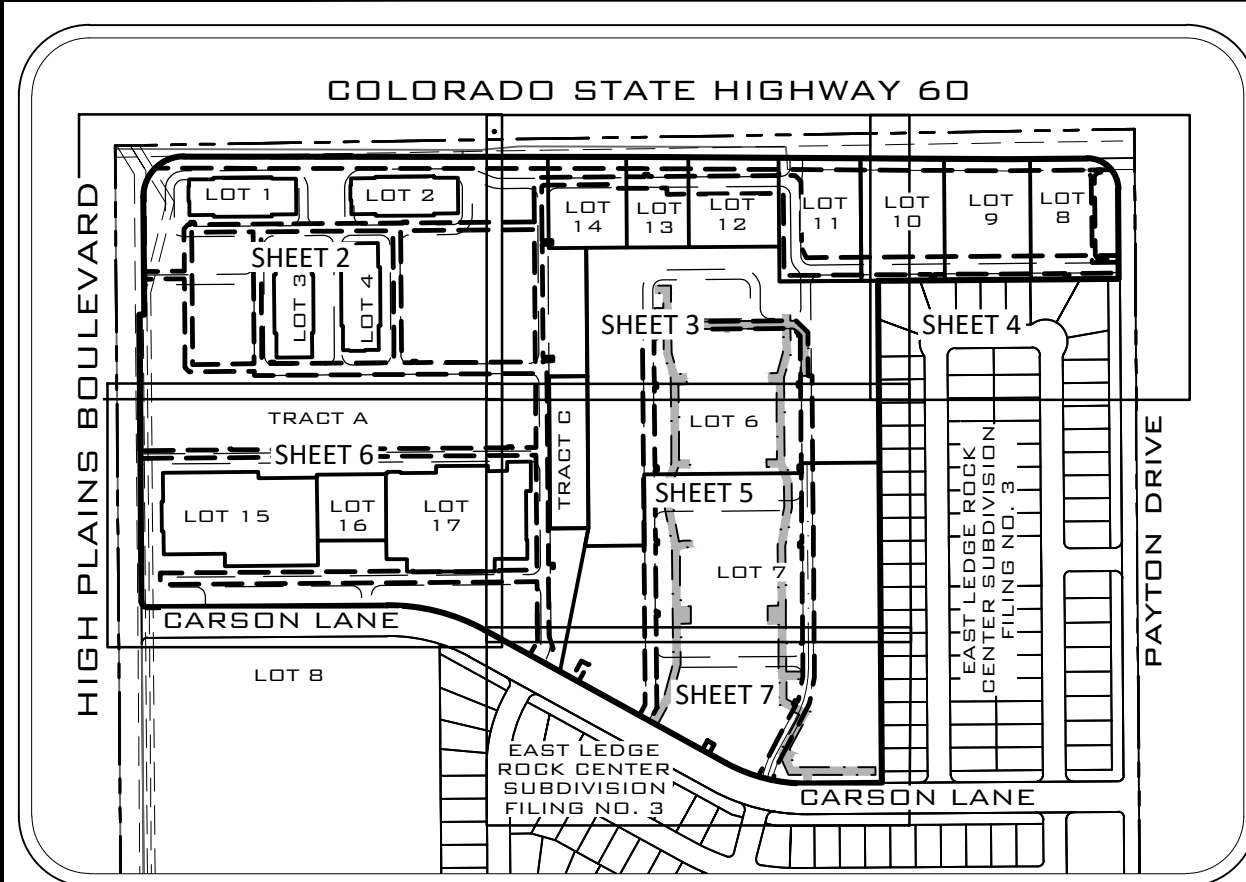
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2, REPLAT A

DATE DESCRIPTION
08.14.2023 ORIGINAL PREPARATION
06.28.2024 REPLAT UPDATE

PLAT EXHIBIT

JOB NO. 21.022

SHEET 7/9



SHEET INDEX:

SHEET 1: COVER & SUBDIVISION NOTES
 SHEET 2: SUBDIVISION
 SHEET 3: SUBDIVISION
 SHEET 4: SUBDIVISION
 SHEET 5: SUBDIVISION
 SHEET 6: SUBDIVISION
 SHEET 7: SUBDIVISION
 SHEET 8: LINE AND CURVE TABLES
 SHEET 9: KEY MAP

SHEET 2 LINE TABLE:

TAG #	LENGTH	DIRECTION
L1	105.01'	N89°33'38"E
L2	110.25'	N00°26'18"W
L3	15.36'	N44°33'42"E
L4	6.14'	N89°33'42"E
L5	6.00'	N00°26'18"W
L6	10.00'	N89°33'42"E
L7	6.00'	S00°26'18"E
L8	240.00'	N89°33'42"E
L9	3.00'	N00°26'18"W
L10	10.00'	N89°33'42"E
L11	3.00'	S00°26'18"E
L12	293.37'	N89°33'42"E
L13	2.50'	N00°26'14"W
L14	10.00'	N89°33'46"E
L15	2.50'	S00°26'14"E
L16	117.13'	N89°33'42"E
L17	6.00'	N00°26'18"W
L18	10.00'	N89°33'42"E
L19	6.00'	S00°26'18"E
L20	204.50'	N89°33'42"E
L21	732.00'	S89°33'42"W
L103	11.00'	N00°26'18"W
L104	169.18'	S89°33'42"W
L105	15.40'	N45°03'41"W
L106	231.14'	N00°26'18"W
L107	105.01'	S89°33'38"W
L108	20.00'	N00°26'18"W
L109	160.00'	S89°33'42"W
L110	343.44'	N00°26'18"W
L111	160.00'	N89°17'07"E
L112	344.21'	S00°26'18"E
L113	344.00'	S89°33'42"W
L114	343.67'	N00°26'18"W
L115	311.73'	N89°38'43"E
L116	3.47'	S00°26'18"E
L117	10.00'	N89°33'42"E
L118	3.49'	N00°26'18"W
L119	22.27'	N89°17'07"E
L120	343.34'	S00°26'18"E
L121	348.00'	S89°33'42"W
L123	310.00'	N89°38'43"E
L124	4.01'	S00°26'18"E
L125	10.00'	N89°33'42"E
L126	3.99'	N00°26'18"W
L127	28.00'	N89°38'43"E
L128	343.70'	S00°26'18"E
L243	63.00'	S89°33'42"W
L244	4.00'	S00°26'18"E
L245	152.25'	S89°33'42"W
L246	4.00'	N00°26'18"W
L247	63.00'	S89°33'42"W
L248	93.00'	N00°26'18"W
L249	63.00'	N89°33'42"E
L250	5.00'	N00°26'18"W
L251	152.25'	N89°33'42"E

TAG #	LENGTH	DIRECTION
L252	5.00'	S00°26'18"E
L253	63.00'	N89°33'42"E
L254	36.20'	S00°26'18"E
L255	2.00'	N89°33'42"E
L256	39.50'	S00°26'18"E
L257	2.00'	S89°33'42"W
L258	17.30'	S00°26'18"E
L259	63.00'	S89°33'42"W
L260	4.00'	S00°26'18"E
L261	152.25'	S89°33'42"W
L262	4.00'	N00°26'18"W
L263	63.00'	S89°33'42"W
L264	93.00'	N00°26'14"W
L265	63.00'	N89°33'42"E
L266	5.00'	N00°26'18"W
L267	117.13'	N89°33'42"E
L268	5.00'	S00°26'18"E
L269	63.00'	N89°33'42"E
L270	36.20'	S00°26'18"E
L271	2.00'	N89°33'42"E
L272	39.50'	S00°26'18"E
L273	2.00'	S89°33'42"W
L274	17.30'	S00°26'18"E
L275	36.20'	S89°33'42"W
L276	2.00'	S00°26'18"E
L277	39.50'	S89°33'42"W
L278	2.00'	N00°26'18"W
L279	17.30'	S89°33'42"W
L280	63.00'	N00°26'18"W
L281	4.00'	S89°33'43"W
L282	152.25'	N00°26'18"W
L283	4.00'	N89°33'42"E
L284	63.00'	N00°26'18"W
L285	93.00'	N89°33'42"E
L286	63.00'	S00°26'18"E
L287	5.00'	N89°33'42"E
L288	152.25'	S00°26'18"E
L289	5.00'	S89°33'42"W
L290	63.00'	S00°26'18"E
L291	93.00'	S89°33'42"W
L292	63.00'	N00°26'18"W
L293	5.00'	S89°33'42"W
L294	152.25'	N00°26'18"W
L295	5.00'	N89°33'42"E
L296	63.00'	N00°26'18"W
L297	36.20'	N89°33'42"E
L298	2.00'	N00°26'18"W
L299	39.50'	N89°33'42"E
L300	2.00'	S00°26'18"E
L301	17.30'	N89°33'42"E
L302	63.00'	S00°26'18"E
L303	4.00'	N89°33'43"E
L304	152.25'	S00°26'18"E
L305	4.00'	S89°33'42"W
L306	63.00'	S00°26'18"E

SHEET 2 CURVE TABLE:

TAG #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	70.69'	45.00'	90°00'00"	N44°33'42"E	63.64'
C2	70.69'	45.00'	90°00'00"	S45°26'18"E	63.64'
C3	36.80'	37.67'	55°58'22"	S45°26'18"E	35.36'
C4	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C5	54.98'	35.00'	90°00'00"	N44°33'42"E	49.50'
C6	36.36'	100.00'	20°49'53"	S80°01'22"E	36.16'
C7	20.15'	50.00'	23°05'25"	S78°53'35"E	20.01'
C45	80.11'	51.00'	90°00'00"	N45°26'18"W	72.12'
C46	39.27'	25.00'	90°00'02"	N45°26'19"W	35.36'
C47	39.27'	25.00'	89°59'58"	N44°33'41"E	35.36'
C48	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C49	78.54'	50.00'	90°00'00"	N45°26'18"W	70.71'
C50	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C51	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'
C52	39.27'	25.00'	90°00'00"	S44°33'42"W	35.36'
C53	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C54	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C55	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'
C56	39.27'	25.00'	90°00'00"	S44°33'42"W	35.36'
C57	38.99'	25.68'	86°59'57"	N45°26'18"W	35.36'
C58	39.27'	25.00'	90°00'00"	S44°33'42"W	35.36'
C59	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C60	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C61	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'
C62	39.27'	25.00'	90°00'00"	S44°33'42"W	35.36'
C63	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C64	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C65	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'
C66	39.27'	25.00'	90°00'00"	S44°33'42"W	35.36'
C67	80.11'	51.00'	90°00'00"	S44°33'42"W	72.12'
C68	48.71'	25.00'	111°38'22"	S55°22'53"W	41.36'
C69	30.26'	76.00'	22°48'59"	N79°01'49"W	30.07'
C72	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'

SHEET 3 LINE TABLE:

TAG #	LENGTH	DIRECTION
L20	204.50'	N89°33'42"E
L21	99.80'	N00°25'36"W
L22	22.48'	S44°22'39"W
L23	271.57'	N89°33'51"E
L24	6.50'	N00°26'18"W
L25	10.00'	N89°33'42"E
L26	6.50'	S00°26'18"E
L27	339.81'	N89°33'42"E
L28	6.50'	S00°26'18"E
L29	10.00'	N89°33'42"E
L30	6.50'	S00°26'18"E
L31	32.81'	N89°33'42"E
L32	21.48'	S45°31'34"E
L33	157.92'	S00°23'51"E
L34	6.50'	N89°36'09"E
L35	10.00'	S00°25'10"E
L36	6.50'	S89°36'47"W
L37	6.58'	S00°23'51"E
L38	27.27'	S27°40'53"E
L39	812.26'	N89°36'09"E
L49	382.23'	S89°36'09"W
L50	213.37'	N00°23'51"W
L51	417.42'	S89°33'42"W
L52	16.50'	N00°26'18"W
L53	18.10'	S89°33'42"W
L54	10.00'	N00°26'18"W
L55	189.10'	S89°33'31"W
L56	5.83'	S44°25'13"W
L57	140.11'	S00°25'59"E
L58	25.50'	N89°33'42"E
L59	10.00'	S00°26'18"E
L60	25.50'	S89°33'42"W
L61	293.58'	S00°26'18"E
L62	25.50'	N89°33'42"E
L63	10.00'	S00°26'18"E
L64	25.50'	S89°33'42"W
L65	13.11'	S00°26'18"E
L66	10.00'	N89°33'42"E
L67	515.62'	S00°26'18"E
L101	193.00'	N00°26'18"W
L102	732.00'	S89°33'42"W
L121	348.00'	S89°33'42"W
L122	344.21'	N00°26'18"W
L123	310.00'	N89°38'43"E
L137	65.43'	N16°06'18"W

TAG #	LENGTH	DIRECTION
L138	64.38'	N00°26'18"W
L139	16.19'	S89°33'42"W
L140	12.93'	S44°33'42"W
L141	29.14'	N00°26'18"W
L142	25.33'	N89°33'42"E
L143	16.01'	N00°26'18"W
L144	21.77'	S89°37'58"W
L145	20.00'	N00°22'02"W
L146	21.75'	N89°37'58"E
L147	38.00'	N00°26'18"W
L148	21.77'	S89°37'58"W
L149	20.00'	N00°22'02"W
L150	41.75'	N89°37'58"E
L151	93.99'	S00°26'18"E
L152	290.24'	N89°33'42"E
L153	15.33'	N00°26'18"W
L154	20.00'	N89°33'42"E
L155	15.33'	S00°26'18"E
L156	14.47'	N89°33'42"E
L157	43.64'	S45°26'18"E
L158	112.89'	S00°26'18"E
L160	20.00'	S89°33'42"W
L161	101.77'	N00°26'18"W
L162	7.89'	S89°33'42"W
L163	10.72'	N00°26'18"W
L164	15.92'	N45°26'18"W
L165	6.19'	S89°33'42"W
L166	64.38'	S00°26'18"E
L167	65.43'	S15°13'42"W
L207	19.83'	S89°33'42"W
L208	27.33'	N00°26'18"W
L209	22.25'	N89°33'42"E
L210	56.47'	N15°13'42"E
L211	61.62'	N00°26'18"W
L212	140.12'	S89°33'42"W
L213	8.50'	S00°26'18"E
L214	10.00'	S89°33'42"W
L215	8.50'	N00°26'18"W
L216	140.12'	S89°33'42"W
L217	61.62'	S00°26'18"E
L218	56.47'	S16°06'18"E
L219	24.09'	N89°33'42"E
L220	27.33'	S00°26'18"E
L221	21.67'	S89°33'42"W

SHEET 3 CURVE TABLE:

TAG #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C7	20.15'	50.00'	23°05'25"	S78°53'35"E	20.01'
C8	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C9	6.49'	50.00'	7°25'53"	S03°16'39"W	6.48'
C10	6.49'	50.00'	7°25'53"	S03°16'39"W	6.48'
C11	39.27'	25.00'	90°00'08"	S45°26'22"E	35.36'
C12	39.27'	25.00'	89°59'52"	S44°33'38"W	35.35'
C13	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C14	39.27'	25.00'	89°59'36"	S44°33'54"W	35.35'
C26	78.54'	50.00'	90°00'00"	N44°33'42"E	70.71'
C27	78.54'	50.00'	90°00'00"	S45°26'18"E	70.71'
C28	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'
C29	39.27'	25.00'	89°59'46"	N44°33'42"E	35.36'
C30	20.81'	25.00'	47°41'07"	S24°16'52"E	20.21'
C31	42.45'	51.00'	47°41'07"	S24°16'52"E	41.23'
C32	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'
C33	39.27'	25.00'	90°00'00"	S44°33'42"W	35.36'
C44	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C69	30.26'	76.00'	22°48'59"	N79°01'49"W	30.07'
C70	39.27'	25.00'	90°00'00"	N45°26'18"W	35.36'
C71	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C73	39.27'	25.00'	90°00'00"	N44°33'42"E	35.36'
C74	39.27'	25.00'	90°00'00"	S45°26'18"E	35.36'

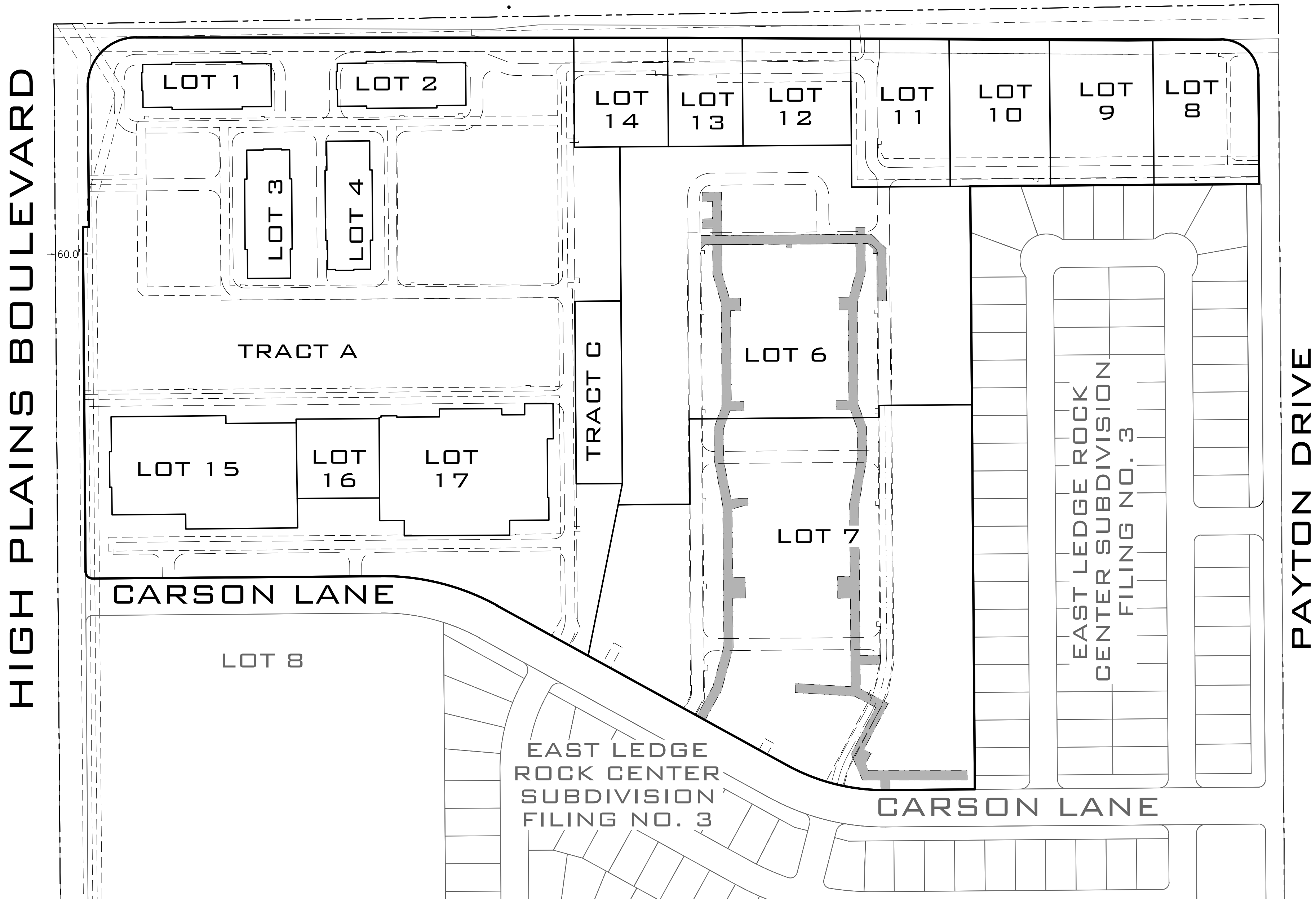
SHEET 5 LINE TABLE:

LINE TABLE		
TAG #	LENGTH	DIRECTION
L67	515.62'	S00°26'18"E
L68	13.00'	N89°33'42"E
L69	10.00'	S00°26'18"E
L70	13.00'	S89°33'42"W
L71	177.78'	S00°26'18"E
L72	33.86'	S19°20'26"E
L76	38.55'	N00°26'18"W
L77	116.52'	N00°26'18"E
L78	980.50'	S89°33'42"W
L83	2.00'	N00°26'18"W
L84	97.47'	N89°33'42"E
L85	299.00'	N00°26'18"E
L97	3.00'	N00°26'18"W
L98	10.00'	N89°33'42"E
L99	3.00'	S00°26'18"E
L100	63.00'	N89°33'42"E
L101	191.00'	N00°26'18"W
L132	304.15'	N00°26'18"E
L133	100.92'	N10°11°19"W
L134	69.64'	N00°26'18"W
L135	51.84'	N19°29'27"E
L136	221.20'	N00°26'18"E
L168	22.20'	S00°26'18"E
L169	51.84'	S20°22'03"E
L170	69.65'	S00°26'18"E
L171	100.16'	S09°44'47"W
L172	327.46'	S00°26'18"E
L196	27.31'	S89°33'42"W
L197	46.83'	N00°26'18"E
L198	27.31'	N89°33'42"E
L199	157.64'	N00°26'18"E
L200	100.16'	N09°44'47"E
L201	64.35'	N00°26'18"W
L202	43.08'	N20°22'03"W
L203	30.33'	S89°33'42"W
L204	20.00'	N00°22'47"W
L205	27.32'	N89°33'42"E
L206	196.99'	N00°26'18"E
L221	21.67'	S89°33'42"W
L222	197.00'	S00°26'18"E
L223	27.33'	N89°33'42"E
L224	20.00'	S00°26'18"E
L225	30.32'	S89°33'42"W
L226	43.07'	S19°29'27"W
L227	64.36'	S00°26'18"E
L228	89.13'	S10°11°19"E
L229	11.04'	N74°30'24"E
L230	25.64'	N89°33'42"E
L231	16.33'	S00°26'18"E
L232	9.37'	S89°33'42"W
L233	25.76'	S74°30'24"E
L234	148.31'	S00°26'18"E
L235	27.33'	N89°33'42"E
L236	45.00'	S00°26'18"E
L237	27.33'	S89°33'42"E
L320	13.54'	N00°19'36"W
L321	49.70'	S89°40°24"W
L322	23.86'	S00°19'36"E
L323	61.55'	S89°40°24"E
L324	76.47'	N00°19'36"W
L325	12.98'	N89°40°24"E
L326	127.17'	N00°19'36"W
L327	2.56'	S89°40°24"E
L328	49.09'	N00°19'36"W
L329	85.09'	N89°40°24"E
L330	32.10'	N00°19'36"W

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

A SUBDIVISION OF
LOTS 1-7 AND TRACTS A, B AND C, EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN,
COUNTY OF WELD, STATE OF COLORADO
PAGE 9 OF 9

COLORADO STATE HIGHWAY 60



EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, REPLAT A

MAP LEGEND:

- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE PER REC NO 4853717
- EXISTING EASEMENT LINE
- ACCESS EASEMENT DEDICATED BY THIS PLAT
- UTILITY EASEMENT DEDICATED BY THIS PLAT
- STORM EASEMENT DEDICATED BY THIS PLAT
- FUTURE ACCESS EASEMENT



POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

SUBDIVISION PLAT

EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2, REPLAT A

JOHNSTOWN, COLORADO

JOB NO. 21.022

DESCRIPTION

ORIGINAL PREPARATION
REPLAT UPDATE

KEY MAP

SHEET 9/9

SHEET INDEX:

SHEET 1: COVER & SUBDIVISION NOTES
SHEET 2: SUBDIVISION NORTH PORTION
SHEET 3: SUBDIVISION SOUTH PORTION

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 3

4853717 Pages: 1 of 3
89/08/2022 08:27 AM R Fee: \$33.00
Carlyle Rogers, Clerk and Recorder, Weld County, CO
www.pnt-llc.com

PURPOSE STATEMENT

THIS PLAT SUBDIVIDES LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665, DEDICATES RIGHT OF WAY, AND VACATES CERTAIN LEGAL EXTENTS.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1, RECEPTION NUMBER 4838310, AND THAT OF SUBDIVISION EXEMPTION 665, RECEPTION NUMBER 2585001, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; CONTAINING 6,693,037 SQUARE FEET OR 153.651 ACRES, MORE OR LESS.

GENERAL PLAT NOTES:

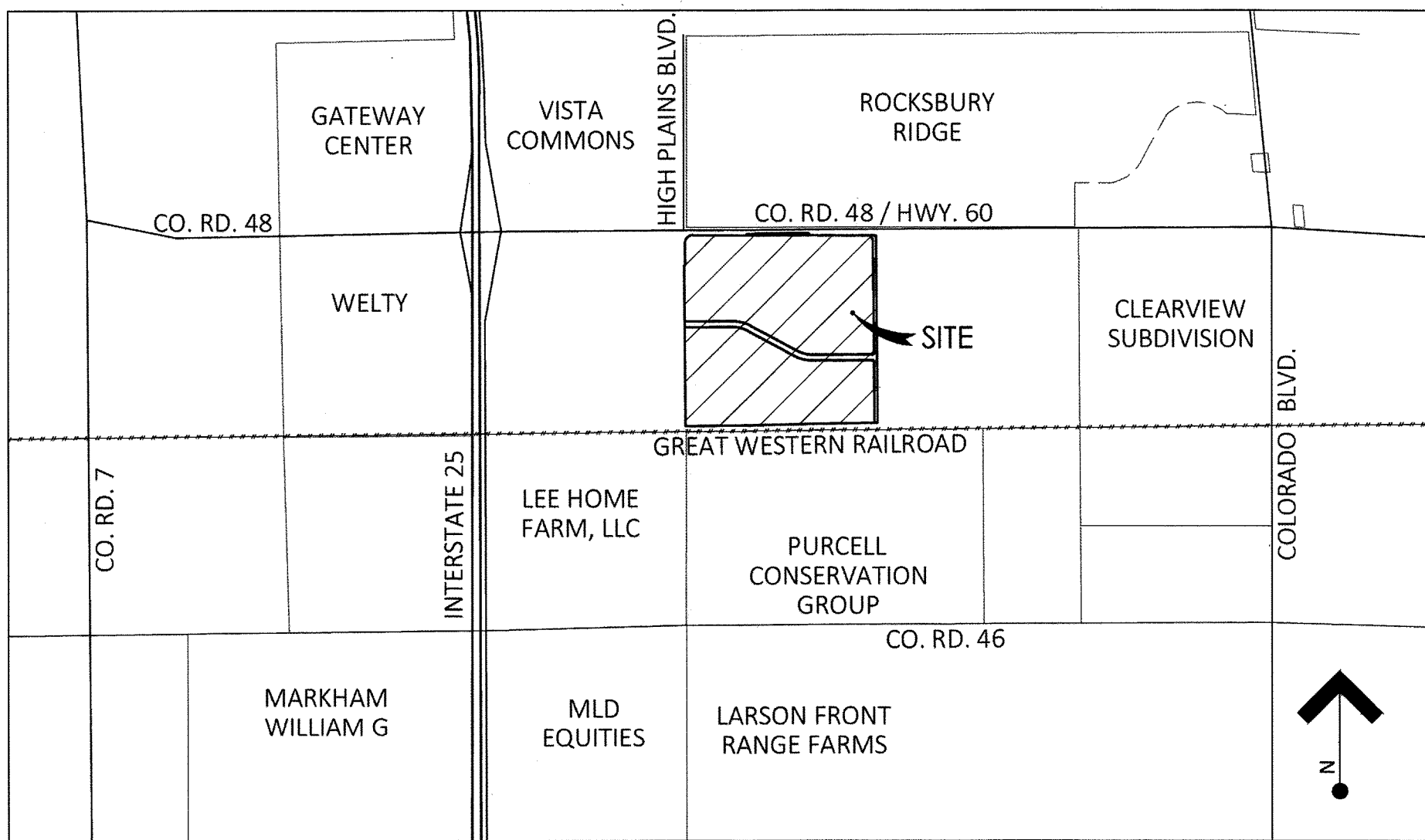
- FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON SITE.
- TRACTS MUST BE REPLATTED WITH THE TOWN OF JOHNSTOWN PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING.
- LOTS 1, 2, 3, 4, AND 5 REPRESENT BUILDING FOOTPRINTS THAT MAY BE REPLATTED TO FINAL FOUNDATION FOOTPRINT, BASED UPON FINAL JOHNSTOWN-APPROVED DEVELOPMENT PLANS AND MAY BE SUBJECT TO MINOR MODIFICATION OF SIZE AND LOCATION AT THE TIME OF REPLAT.
- LOTS 6, 7, AND 8 SHALL BE FURTHER SUBDIVIDED FOR MULTIFAMILY DWELLINGS, ACCOMMODATIONS, AND RIGHT OF WAYS ON A FUTURE SUBDIVISION FILING.
- TRACT A WILL BE OWNED BY THE APPROPRIATE METRO DISTRICT OR OWNERS ASSOCIATION AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.
- TRACT B SHALL BE FURTHER SUBDIVIDED FOR COMMERCIAL OCCUPANCY, ACCOMMODATIONS, AND RIGHT OF WAYS ON A FUTURE SUBDIVISION FILING.
- TRACTS C, E, AND F WILL BE DIRECTOR'S PARCELS FOR METROPOLITAN DISTRICTS AND WILL BE OWNED BY THE APPROPRIATE DISTRICT BOARD OF DIRECTORS AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.
- TRACTS D AND G SHALL BE FURTHER SUBDIVIDED FOR SINGLE FAMILY DWELLINGS, ACCOMMODATIONS, AND RIGHT OF WAYS ON A FUTURE SUBDIVISION FILING.
- OUTLOT A WILL BE OWNED BY THE APPROPRIATE METROPOLITAN DISTRICT OR OWNERS ASSOCIATION AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, UTILITIES, AND DRAINAGE.
- THE EASEMENT ALONG THE SOUTH BOUNDARY LINE OF THIS SUBDIVISION, BEING A 30' PIPELINE EASEMENT, RECEPTION NUMBER 2426224, IS VACATED BY THIS PLAT AS IT HAS BEEN ABANDONED AND OUT OF SERVICE FOR THE LENGTH OF A CALENDAR YEAR, RECEPTION NUMBER 4765956.
- THE EASEMENTS ACROSS THE NORTHERN PORTION OF THIS SUBDIVISION RELATED TO THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY DITCH, BEING A 12' PRESCRIPTIVE EASEMENT AND AN ASSOCIATED 20' DITCH ACCESS ROAD EASEMENT, RECEPTION NUMBER 1602319, IS TO BE VACATED BY SEPARATE DOCUMENT AS CONSTRUCTION COMMENCES FOR THE ALTERNATE ROUTE OF THE WATER WAY.
- THE 20' ACCESS EASEMENT, RECEPTION NUMBERS 2585001 & 2585002, IS VACATED BY THIS PLAT.
- THE 30' UTILITY EASEMENT ACROSS THE NORTHERN PORTION OF THIS SUBDIVISION DEDICATED BY THIS PLAT COINCIDES WITH THE TWO (2) 30' UTILITY EASEMENTS DEDICATED PREVIOUSLY BY EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1, RECEPTION NUMBER 4838310.

ADDITIONAL PLAT NOTES:

- MAINTENANCE NOTE:** MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- GENERAL OVERLOT DRAINAGE NOTE:** LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

SURVEYOR'S NOTES:

- 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.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TWO (2) TITLE COMMITMENTS - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY: ORDER NO. FCC25186901-3, EFFECTIVE DATE OF MAY 25, 2021 AT 5:00 P.M.
- CHICAGO TITLE OF COLORADO: ORDER NO. C2070545-100-1EM-CPF, EFFECTIVE DATE OF MARCH 18, 2022.
- PUBLISHED PROPERTY ADDRESS:
VACANT LAND, CO;
4822 W. SOUTH 1ST STREET, JOHNSTOWN, CO 80534.
- THE SUBJECT PROPERTY CONTAINS 6,693,037 SQUARE FEET OR 153.651 ACRES, MORE OR LESS.
- UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FOOT.
- BASIS OF BEARINGS: BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N00°26'18"W.
- FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 08069C1405G, WITH AN EFFECTIVE DATE OF JANUARY 15, 2021, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION: ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



VICINITY MAP
Scale 1" = 2,000'

MAP LEGEND:

- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- ⊕ FOUND GOVERNMENT CORNER
- ⊕ FOUND CHISELED CROSS / CUT X
- ⊕ FOUND NAIL & TAG
- ⊕ FOUND IRON PIPE
- FOUND REBAR (24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

ACREAGE TABLE	
PARCEL IDENTIFIER	AREA
LOT 1	0.627
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.600
LOT 8	23.123
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	18.175
TRACT E	0.715
TRACT F	0.733
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK CENTER, LLC BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND BEING LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND THAT OF SUBDIVISION EXEMPTION 665, RECEPTION NUMBER 2585001, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
CONTAINING 6,693,037 SQUARE FEET OR 153.651 ACRES, MORE OR LESS.
HAS SURVEYED, LAID OUT, SUBDIVIDED, AND PLATTED THE SAME INTO RIGHT-OF-WAY, TRACTS, BLOCKS, LOTS AND OUTLOTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS 30 DAY OF August, 2022.

LEDGE ROCK CENTER, LLC

By: Michel Schlup
MICHEL SCHLUP, MEMBER

NOTARIAL:

STATE OF Kansas)
COUNTY OF Johnson) ss

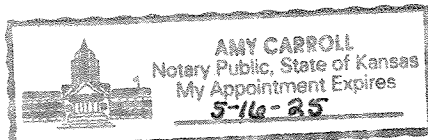
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF August, 2022 A.D.

By Amy Carroll as member OF

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

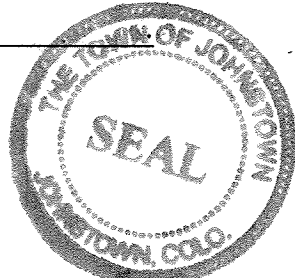
MY COMMISSION EXPIRES: 5-16-25



TOWN APPROVAL:

THIS PLAT, TO BE KNOWN AS EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER 1822-35, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 15 DAY OF August, 2022.

By: [Signature] MAYOR ATTEST: [Signature] TOWN CLERK



SURVEYING CERTIFICATE:

I, ADAM R. ZETTMLEYER, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2 BEING A SUBDIVISION OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND THAT OF SUBDIVISION EXEMPTION 665 WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS 24TH DAY OF AUGUST, 2022.

ADAM R. ZETTMLEYER, PLS
COLORADO LICENSE NUMBER 38570
FOR AND ON BEHALF OF
POINT CONSULTING, LLC
8460 W KEN CARLY AVE
LITTLETON, CO 80128
(702) 258-6836
azetttlemeyer@pnt-llc.com



POINT CONSULTING, LLC
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LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

DESCRIPTION
ORIGINAL PREPARATION

DATE
08.24.2022

COVER SHEET JOB NO. 21-022

SHEET 1/3

SHEET INDEX:

SHEET 1: COVER & SUBDIVISION NOTES
SHEET 2: SUBDIVISION NORTH PORTION
SHEET 3: SUBDIVISION SOUTH PORTION

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

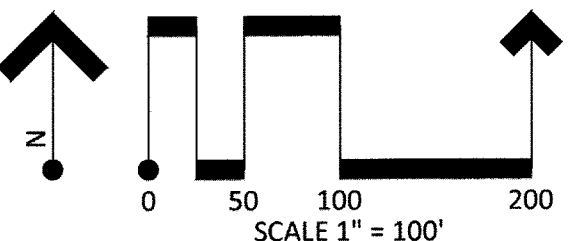
LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PAGE 2 OF 3

4883717 Pages: 2 of 3
08/24/2022 08:27 AM R Fee: \$33.00
Carly Koopes, Clerk and Recorder, Weld County, CO

ABBREVIATIONS:

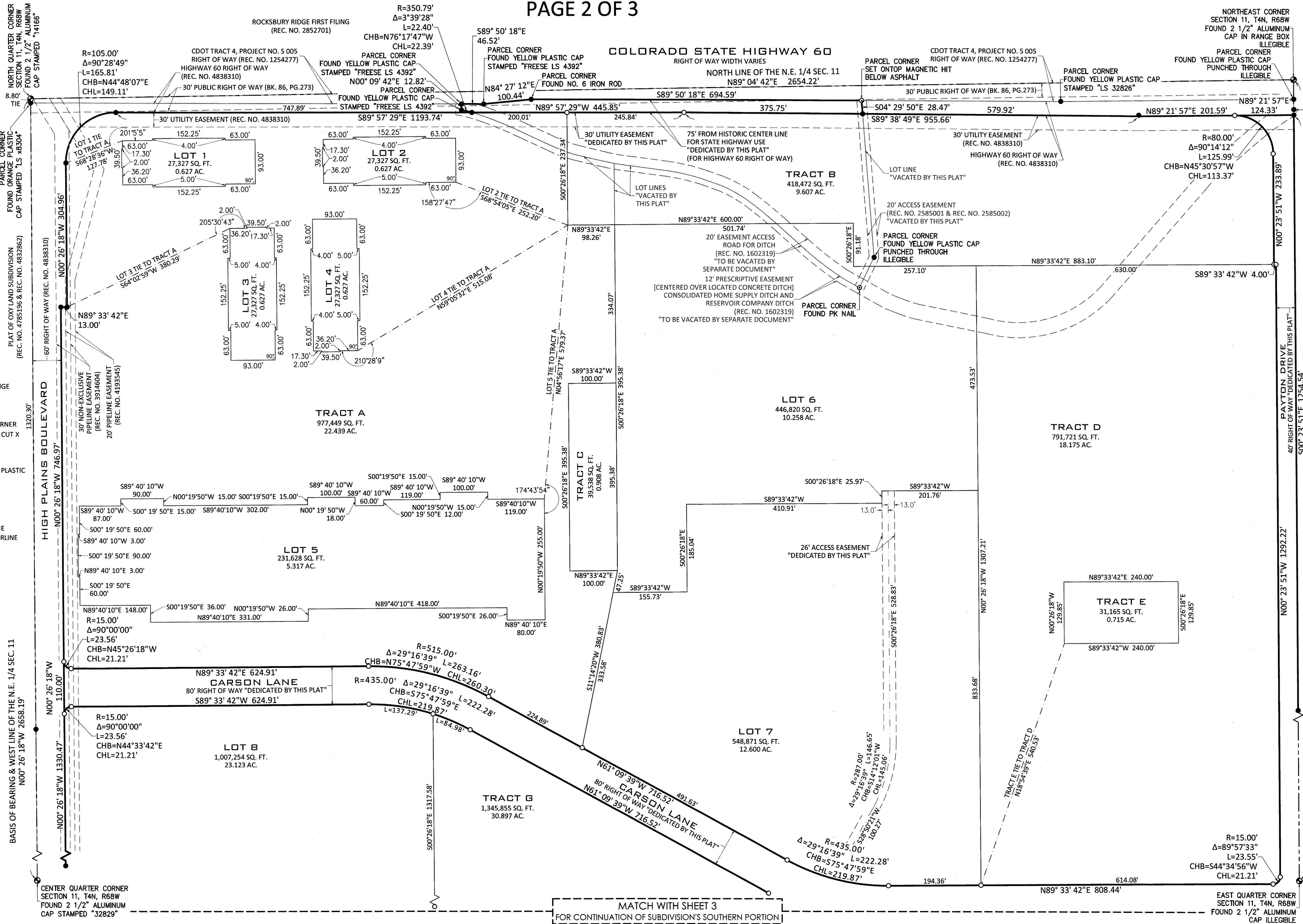
SEC. SECTION
COR. CORNER
R.O.W. RIGHT OF WAY
REC. NO. RECEPTION NUMBER
N NORTH
E EAST
S SOUTH
W WEST
FT. U.S. SURVEY FOOT
SQ. FT. SQUARE FOOT
AC. ACRE
R RADIUS
Δ DELTA ANGLE
L ARC LENGTH
CHB CHORD BEARING
CHL CHORD LENGTH



MAP LEGEND:

- SET 24" #5 REBAR AND ORANGE PLASTIC CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- ⊕ FOUND GOVERNMENT CORNER
- ⊙ FOUND CHISELED CROSS / CUT X
- ⊙ FOUND NAIL & TAG
- ⊙ FOUND IRON PIPE
- FOUND REBAR (24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE
- EASEMENT LINE

ACREAGE TABLE	
PARCEL IDENTIFIER	AREA
LOT 1	0.627
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.600
LOT 8	23.123
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	18.175
TRACT E	0.715
TRACT F	0.733
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512



SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

DATE
08/24/2022

DESCRIPTION
ORIGINAL PREPARATION

PLAT EXHIBIT - NORTH PORTION

SHEET 2/3

UNINCORPORATED WELD COUNTY

ZONING "A"

EAST LINE OF THE N.E. 1/4 SEC. 11

500' 23' 51" E 2658.65'

JOB NO. 21.022

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PAGE 3 OF 3

SHEET INDEX:

SHEET 1: COVER & SUBDIVISION NOTES
SHEET 2: SUBDIVISION NORTH PORTION
SHEET 3: SUBDIVISION SOUTH PORTION

ABBREVIATIONS:

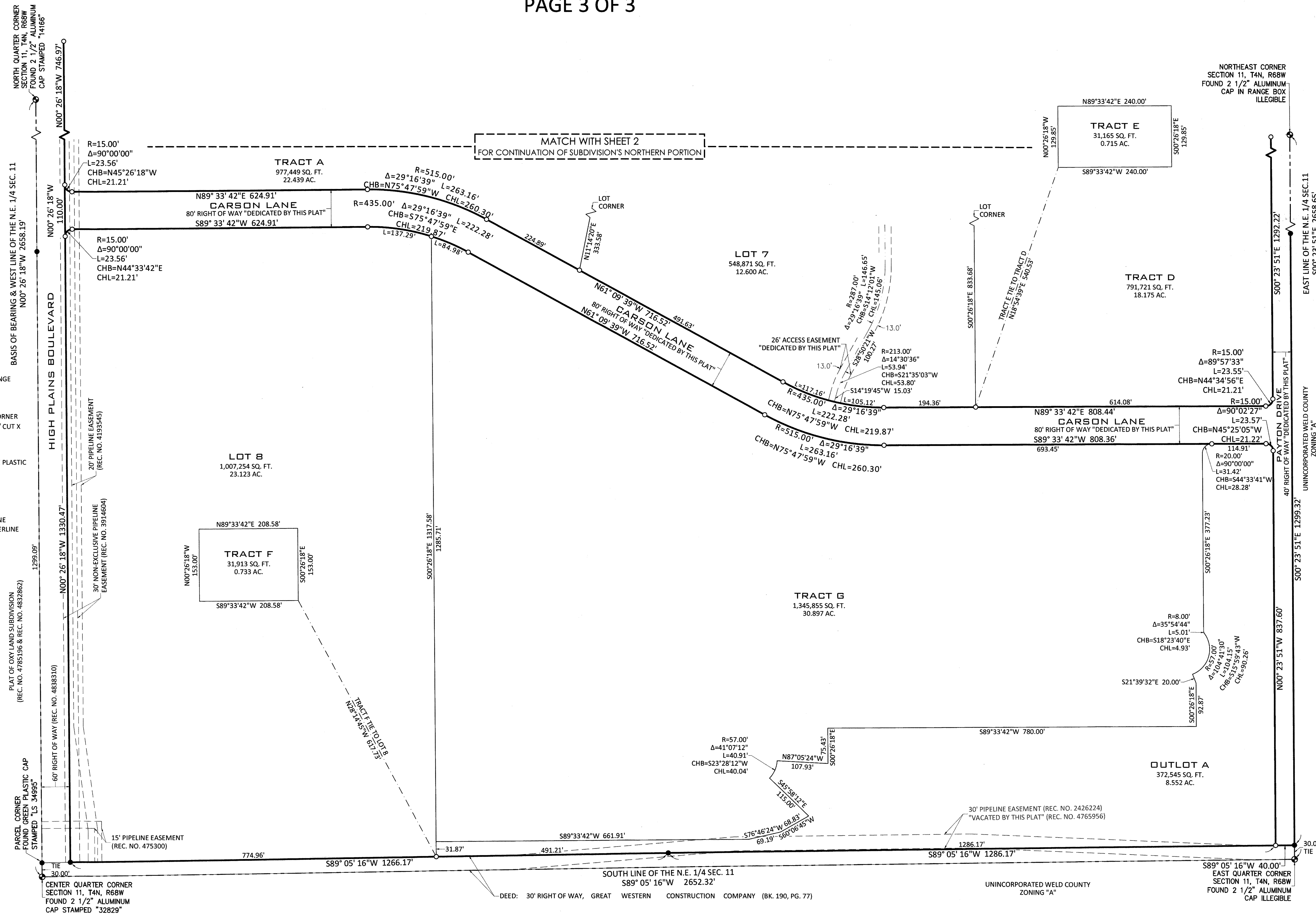
SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

MAP LEGEND:

- SET 24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570"
- ⊙ SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- ⊕ FOUND GOVERNMENT CORNER
- ✦ FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
(24" #5 REBAR & ORANGE PLASTIC CAP "LS 38570", UNLESS OTHERWISE NOTED)

_____ SECTION LINE
 _____ BOUNDARY LINE
 _____ LOT LINE
 _____ ADJACENT BOUNDARY LINE
 _____ ACCESS EASEMENT CENTERLINE
 _____ EASEMENT LINE

ACREAGE TABLE	
PARCEL IDENTIFIER	AREA
LOT 1	0.627
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LOT 4	0.627
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TRACT D	18.175
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OUTLOT A	8.552
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SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

JOB NO. 21.022

DESCRIPTION	ORIGINAL PREPARATION
1. DESCRIPTION 2. ORIGINAL PREPARATION	1. DESCRIPTION 2. ORIGINAL PREPARATION

DATE 08.24.2022

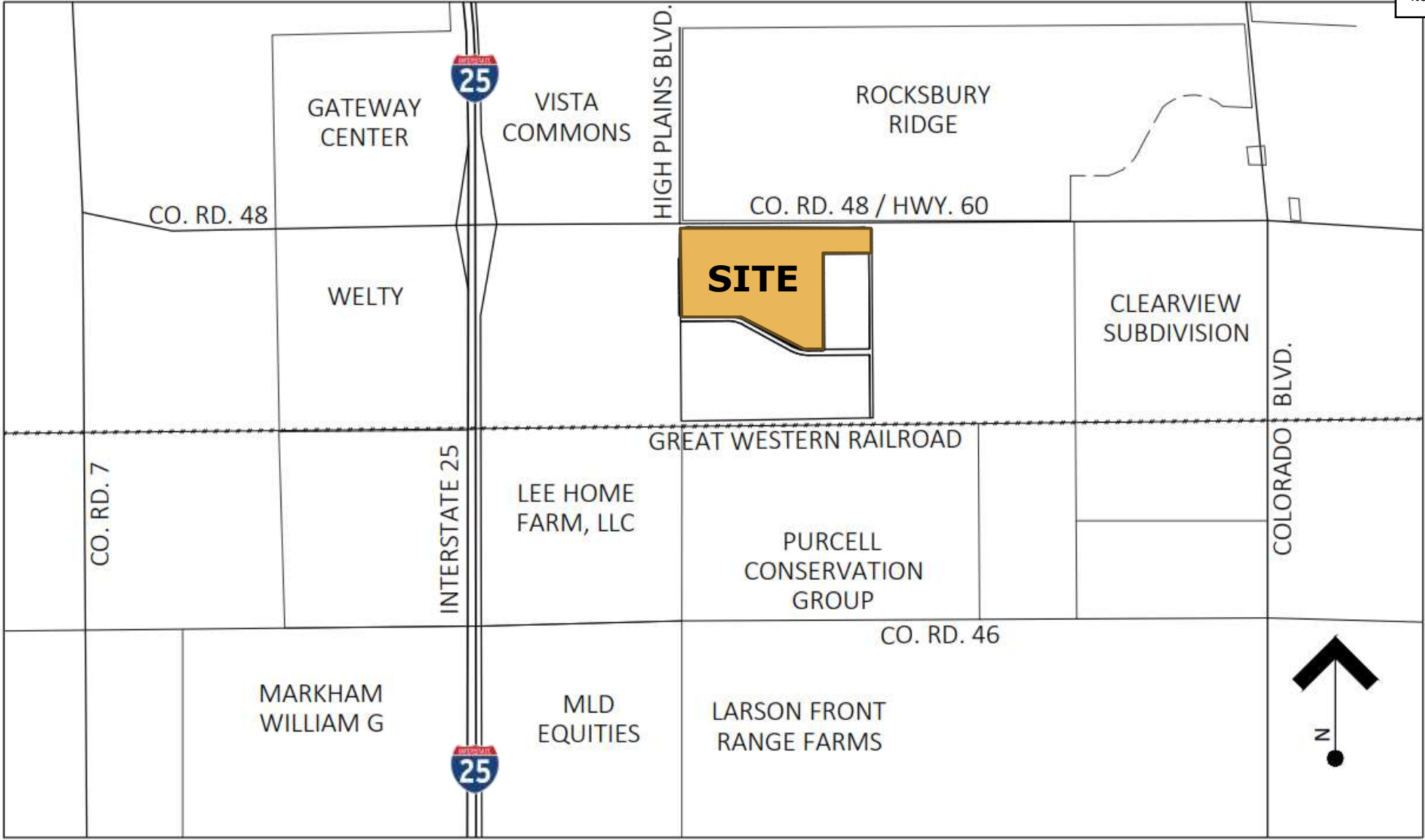
HEET 3/3

East Ledge Rock Center Filing No.2 – Replat A

CASE SUB23-0020

Town Council
July 15, 2024

The Community that Cares



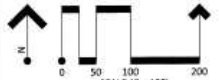
VICINITY MAP

Scale 1" = 2,000'



ABBREVIATIONS:

- SEC. SECTION
- CON. CORNER
- R.O.W. RIGHT OF WAY
- REC. NO. RECEPTION NUMBER
- N. NORTH
- S. SOUTH
- W. WEST
- FT. U.S. SURVEY FOOT
- SQ. FT. SQUARE FOOT
- AC. ACRE
- R. RADIUS
- Δ. DELTA ANGLE
- L. ARC LENGTH
- CHB. CHORD BEARING
- CHL. CHORD LENGTH



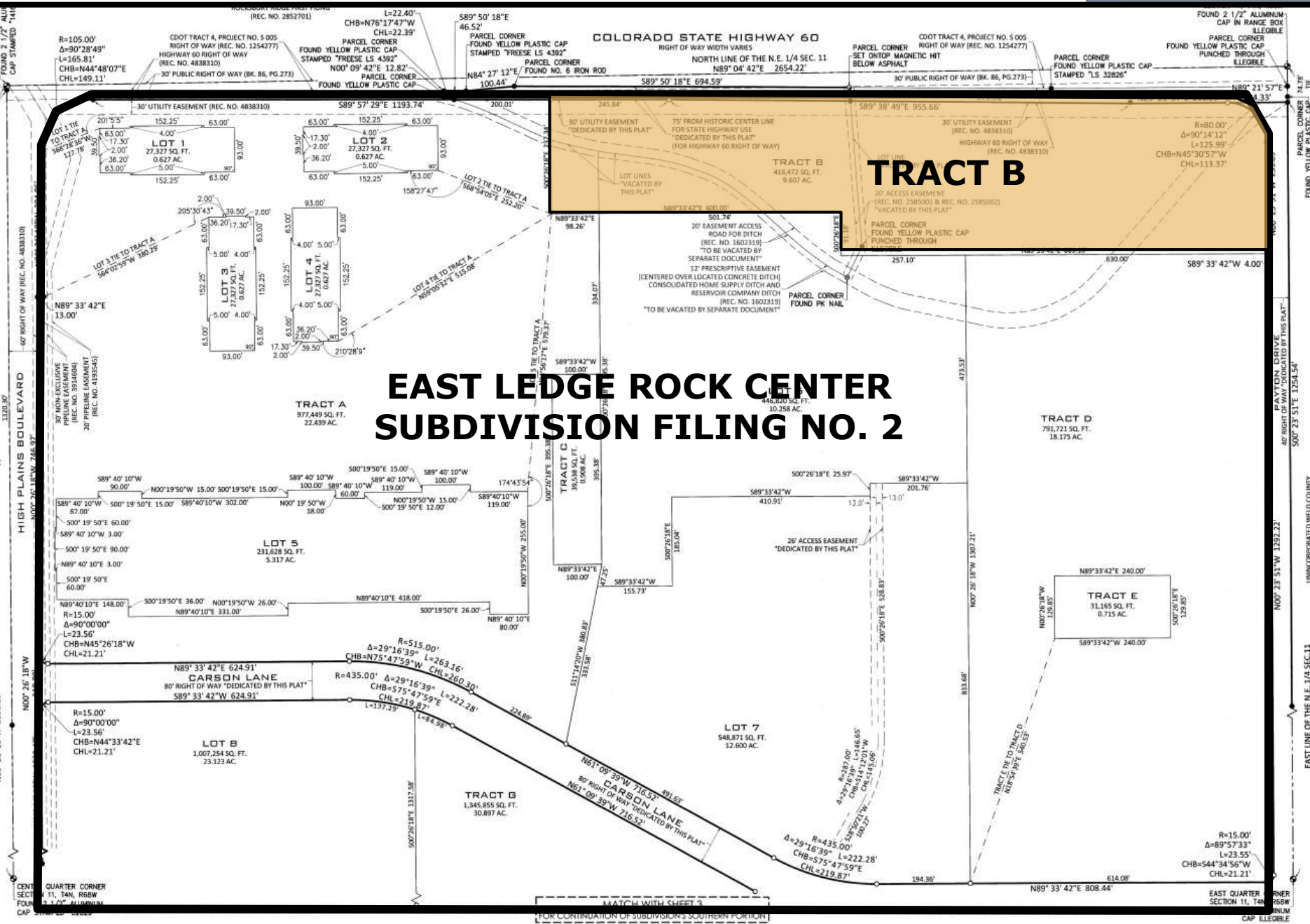
MAP LEGEND:

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- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- ACCESS EASEMENT CENTERLINE
- EASEMENT LINE

ACREAGE TABLE	
PARCEL IDENTIFIER	AREA
LOT 1	0.427
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.600
LOT 8	23.129
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	28.175
TRACT E	0.715
TRACT F	0.738
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512

BASIS OF BEARING & WEST LINE OF THE N.E. 1/4 SEC. 11
N00° 26' 18"W 2655.13'

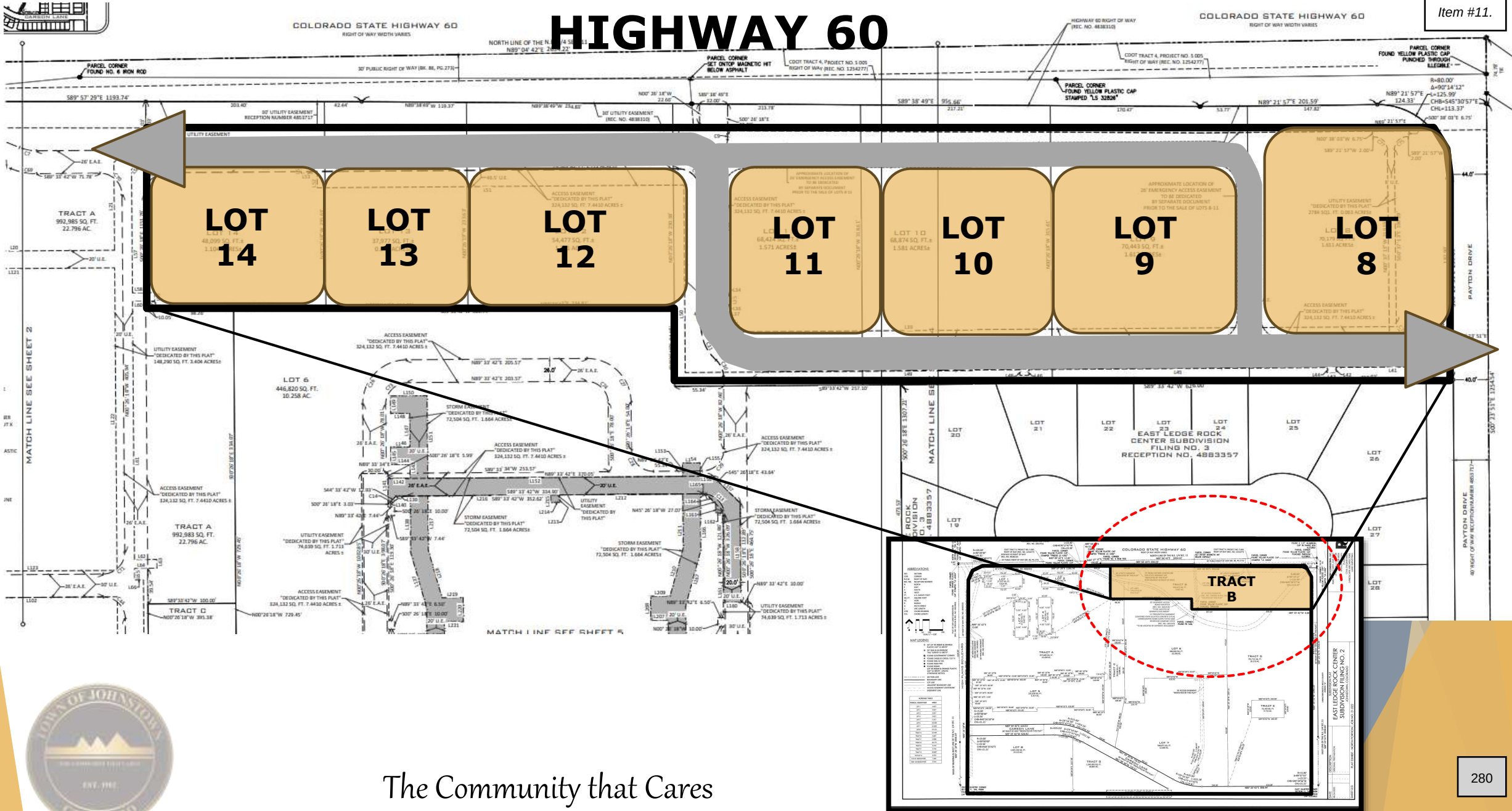


EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER
SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

DATE	DESCRIPTION
08/24/2022	ORIGINAL PREPARATION

PLAT EXHIBIT - NORTH PORTION



COLORADO STATE HIGHWAY 60
RIGHT OF WAY WIDTH VARIES

HIGHWAY 60

COLORADO STATE HIGHWAY 60
RIGHT OF WAY WIDTH VARIES

Item #11.

LOT 14

LOT 13

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

TRACT B

The Community that Cares

RECOMMENDATION

Item #11.

East Ledge Rock Center Filing No. 2 – Replat A

Staff recommends that the Town Council approve
Case No. SUB23-0020



The Community that Cares



450 S. Parish Avenue
Johnstown, CO 80534
970.587.4664
JohnstownCO.gov

Item #12.

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 15, 2024

SUBJECT: Public Hearing: Ordinance No. 2024-255 an Ordinance Adding Section 7-43 to Article II of Chapter 7 of the Municipal Code Prohibiting Open Burning on First Reading

ACTION PROPOSED: Consider Ordinance No. 2024-255

ATTACHMENTS: 1. Ordinance No. 2024-255

PRESENTED BY: Jeff Strossner, Chief of Police

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Ordinance No. 2024-255 that would add section 7-43 to Article II of Chapter 7 of the code prohibiting open burning.

The International Fire Code adopted by the Town does not specifically prohibit open burning within Town limits.

Staff recognizes that open burning of rubbish, trash, debris, litter, junk, weed, brush, grass, and other combustible or flammable material can present health, safety, and welfare issues for our community.

The Staff also recognizes a need for our community to be able to enjoy recreational fires that are contained safely within an incinerator, outdoor fireplace, portable outdoor fireplace, barbecue grill or barbecue pit.

The proposed ordinance would provide that no person shall make, cause to be made, or allow to continue to make any open burning on private or public property in the Town. This prohibition includes, but is not limited to, the open burning of rubbish, trash, debris, litter, junk, weeds, brush, grass or other combustible or flammable material. There shall be a rebuttable presumption that, if open burning is occurring on private property, the owner caused and is responsible for, the open burning.

The Community that Cares

The proposed prohibition would not apply to recreational fires or fires authorized by the Town or Fire Protection District. Recreational fires are defined as an outdoor fire contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbecue grill or barbecue pit having a total fuel area of three feet or less in diameter and two feet or less in height where fuel, other than rubbish, is burned and that is ignited for pleasure, religious, ceremonial, cooking, warmth or similar such purposes.

STRATEGIC PLAN ALIGNMENT:

- Safe & Welcoming community
 - *Provide and maintain public safety services and awareness in our community*

LEGAL ADVICE:

The Town Attorney received this request as well as the Town Manager

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2024-255 upon first reading.

SUGGESTED MOTIONS:

For Approval: I Move to Approve Ordinance No. 2024-255, an Ordinance Adding Section 7-43 to Article II of Chapter 7 of the Municipal Code Prohibiting Open Burning on First Reading

For Denial: I Move to Deny Ordinance No. 2024-255, an Ordinance Adding Section 7-43 to Article II of Chapter 7 of the Municipal Code Prohibiting Open Burning on First Reading

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2024-255

AN ORDINANCE ADDING SECTION 7-43 TO THE JOHNSTOWN MUNICIPAL CODE PROHIBITING OPEN BURNING IN THE TOWN OF JOHNSTOWN

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

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

WHEREAS, the Town collaborates with its designated fire service agencies to adopt and enforce the International Fire Code; and

WHEREAS, the adopted International Fire Code does not specifically prohibit open burning within Town Limits; and

WHEREAS, Article I of Chapter 7 of the Johnstown Municipal Code (“Code”) provides for the administration and abatement of nuisances, which are defined as, among others, conditions that present a substantial danger or hazard to health, safety or welfare of the community, and Article II of Chapter 7 of the Code references specific nuisances; and

WHEREAS, based on the guidance and instruction of Town Staff, the Town Council finds that, with limited exception for recreational burning in certain enclosures, open burning presents a substantial danger and hazard to the health, safety and welfare of the community and meets the definition of a nuisance as set forth in Section 7-1 of the Code; and

WHEREAS, Town Staff recommends that the Town Council, for the health, safety and welfare of the community, adopt amendments to Chapter 7 of the Code to define open burning and prohibit unlawful open burning within Town; and

WHEREAS, based on the recommendation of Town Staff, the Town Council desires to add Section 7-43 to Article II of Chapter 7 of the Code to prohibit open burning; and

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

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

Section 1. Section 7-43. Section 7-43 is hereby added to the Johnstown Municipal Code to provide as follows:

Sec. 7-43 – Open burning.

- (a) For purposes of this section, the following terms shall have the meanings indicated:

Open burning means the burning of materials wherein products of combustion are emitted directly into ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include flames from road flares, smudge-pots or similar such devices associated with safety or occupational uses. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

Recreational fire means an outdoor fire contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbecue grill or barbecue pit having a total fuel area of three feet or less in diameter and two feet or less in height where fuel, other than rubbish, is burned and that is ignited for pleasure, religious, ceremonial, cooking, warmth or similar such purposes.

- (b) Except as provided below, no person shall make, cause to be made, or allow to continue to make any open burning on private or public property in the Town. This prohibition includes, but is not limited to, the open burning of rubbish, trash, debris, litter, junk, weeds, brush, grass or other combustible or flammable material. There shall be a rebuttable presumption that, if open burning is occurring on private property, the owner caused and is responsible for, the open burning.
- (c) The prohibition concerning open burning set forth above shall not apply to recreational fires or to fires authorized by the Town or a fire protection district.

Section 2. Severability. If any part of provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of the Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its final 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 final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2024.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Michael P. Duncan, Mayor

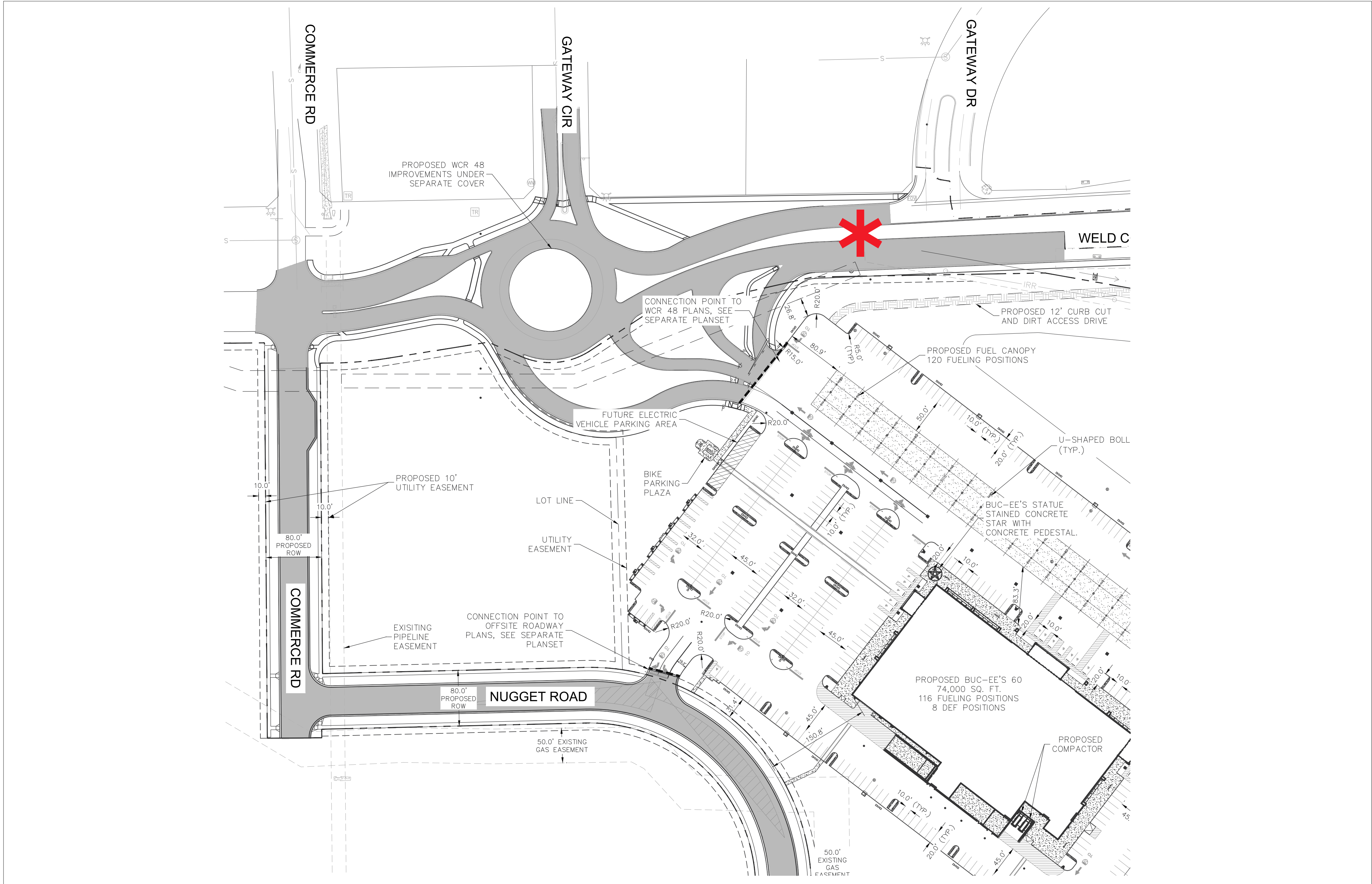
Johnstown Qtr 2 by Purpose 6.2024

VIA MOBILITY PARTNERSHIP

Row Labels	Count of Trip Date
Adult Day Respite Care	100
Education	4
Employment	29
Grocery	16
Meal (Senior)	15
Medical	44
Personal	55
Senior Resources Service Connections	38
Therapy	41
Vision	2
Grand Total	344



BUC-EE'S

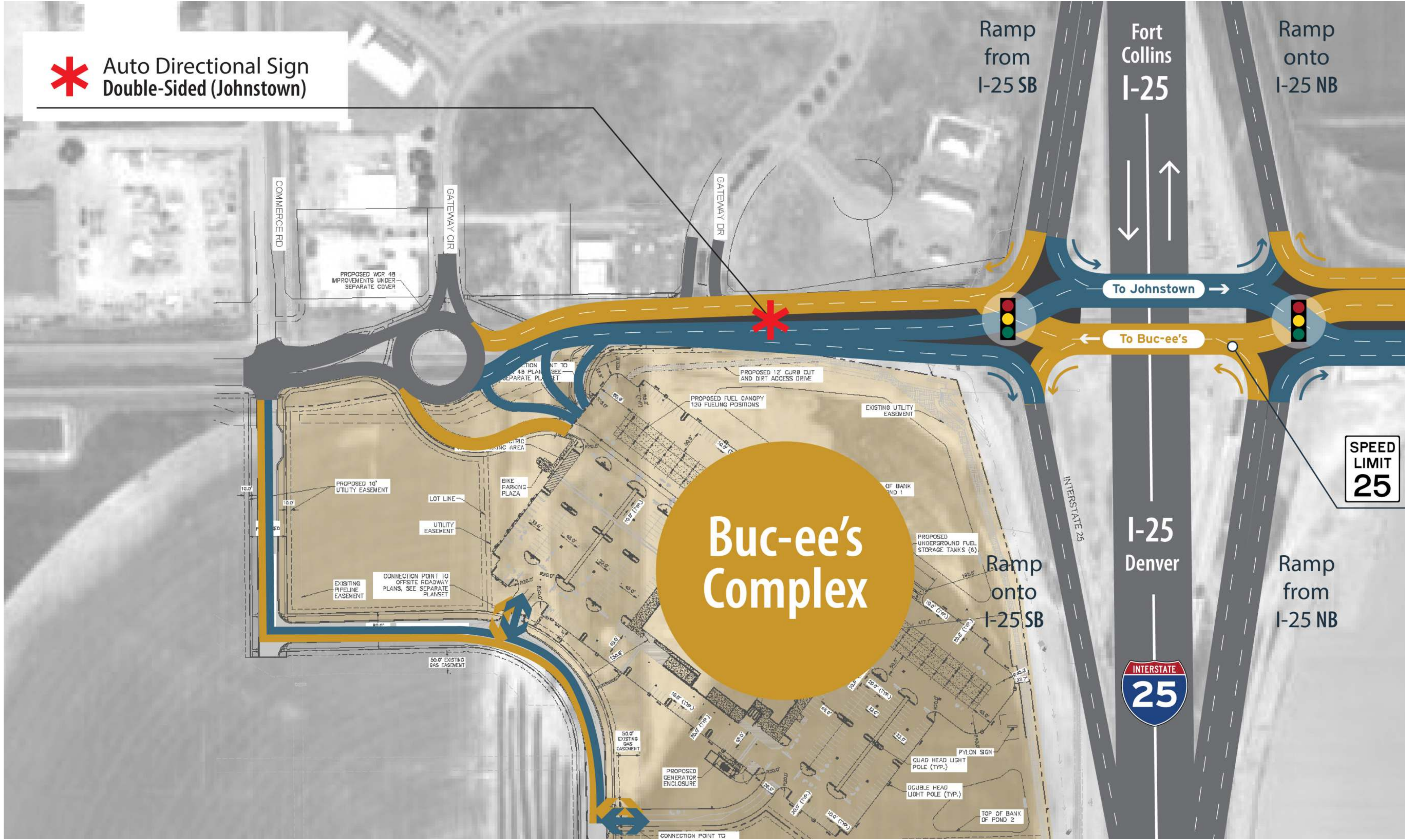


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Buc-ee's
WCR 48 & Interstate 25.
Johnstown, CO

Project ID#: 128135
Project Mgr: Brenda A.
Designer: Josh D.
Created on: 07/12/2021

REVISION	R21 08/24/23	JR - Revised interior letters to 28" at 200% spacing	01 SITE PLAN
	R22 09/06/23	JR - Revised pylon logo to 20' city cabinet to 4'-6"x20' / update permit date	
	R23 11/15/23	JR - Added Coming Soon banner wrap for pylon city name cabinet	
	R24 11/28/23	JR - Added wayfinding directional sign	
	R25 11/29/23	JR - Revised directional sign logo to cast alum. plaque / add arch eng drwgs	
	R26 01/10/25	JR - Updated brick base / copy on panels /remove rest area copy	



SIGNAGE LOCATION

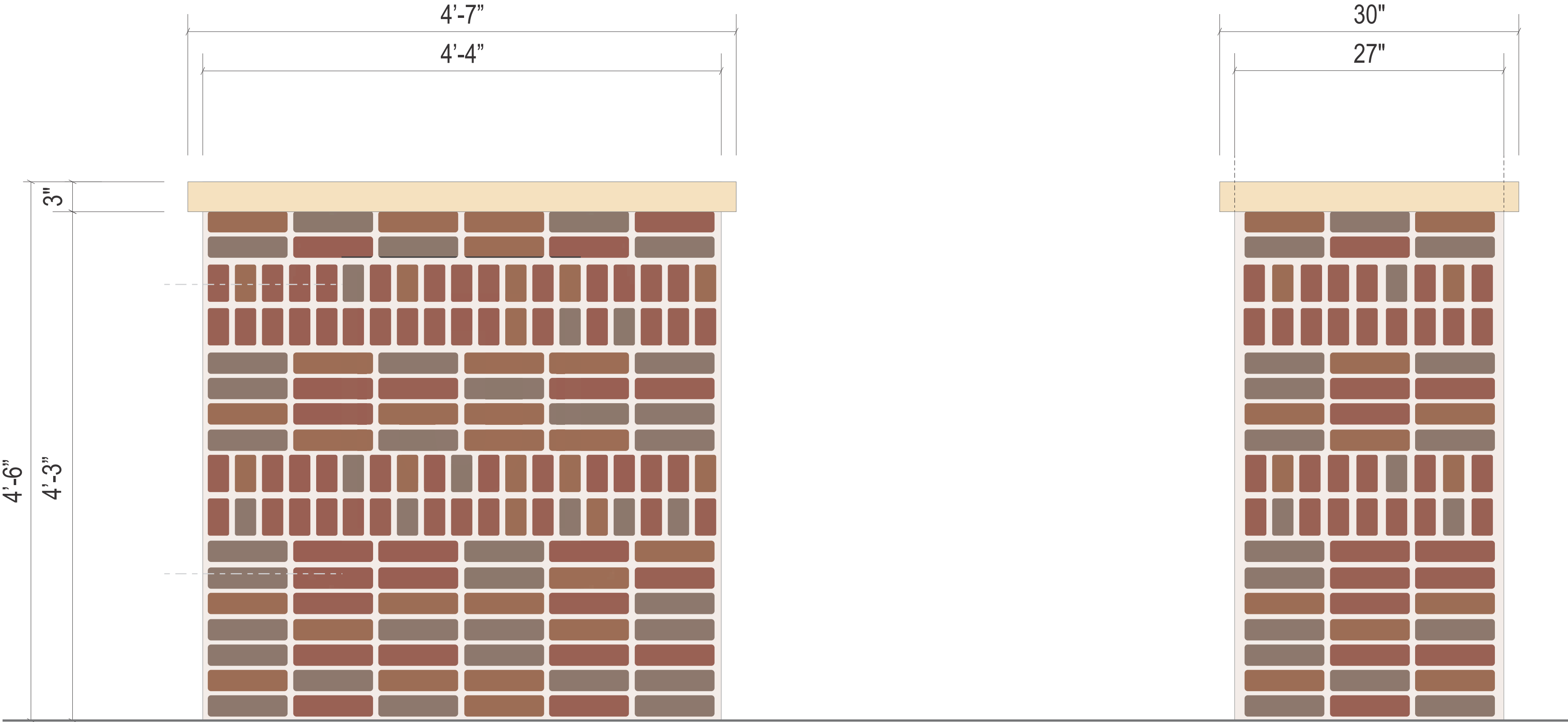


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CG-1 **Brick Base Detail (By Others)**

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

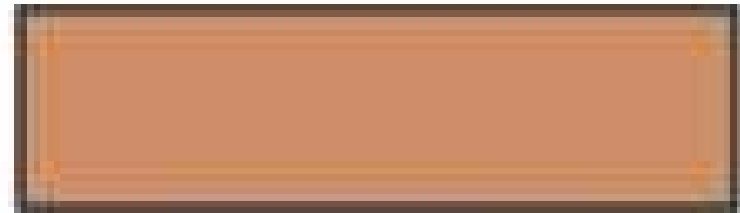
Side View

Pattern

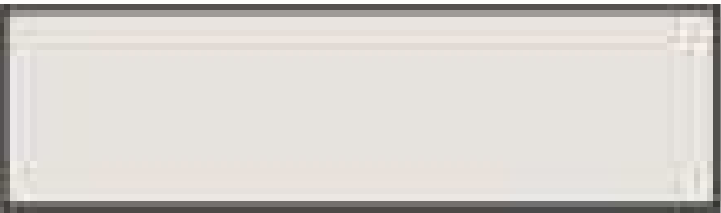


Brick





BRICK:
SUMMIT - SPECIAL BLEND



GROUT:
DENVER CONCRETE -
SANDSTONE 242
(LIGHT BROOM)

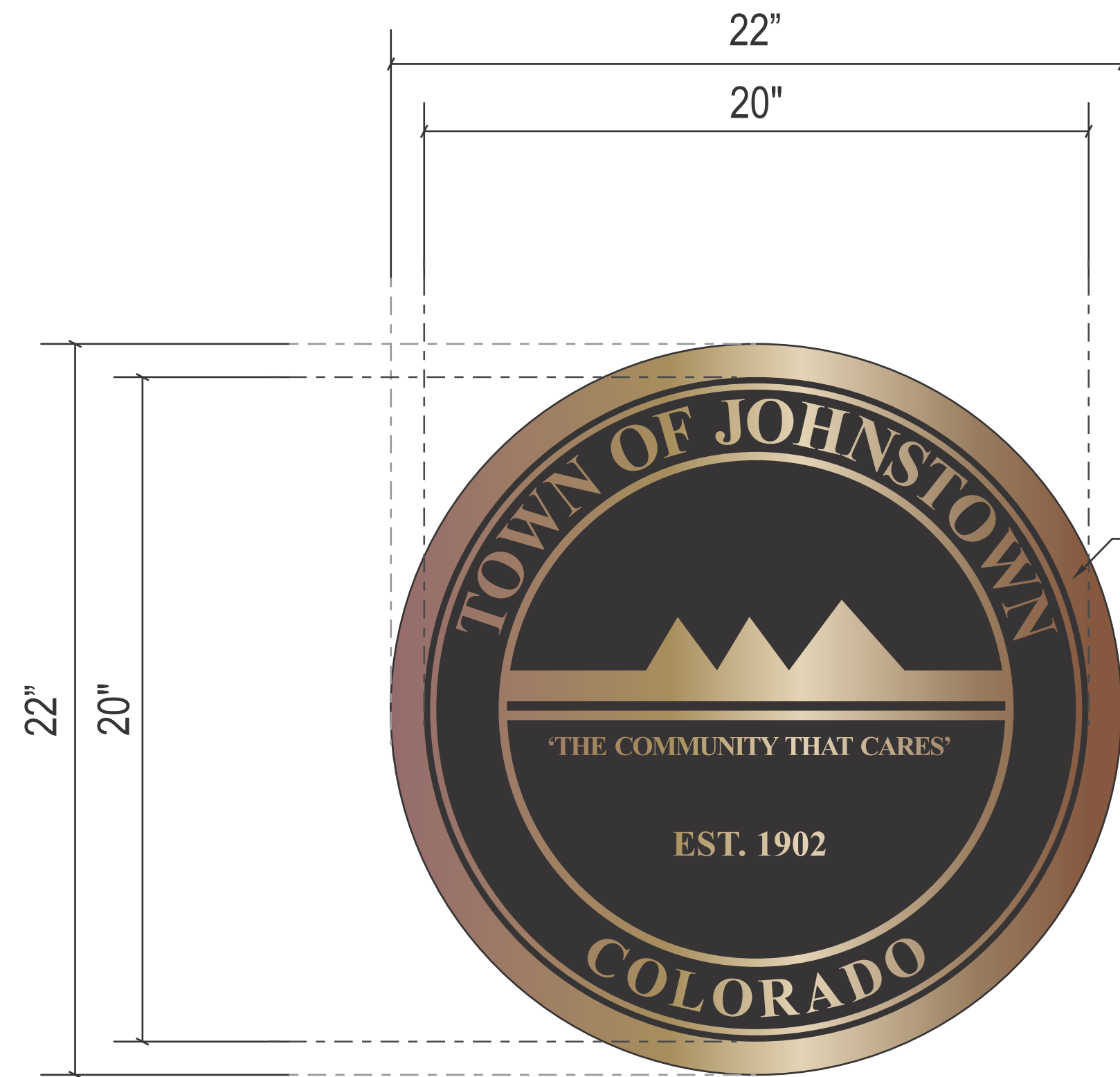


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1" THICK CAST ALUMINUM PLAQUE WITH BRASS COLORED GRAPHICS AND BLACK BKGD.

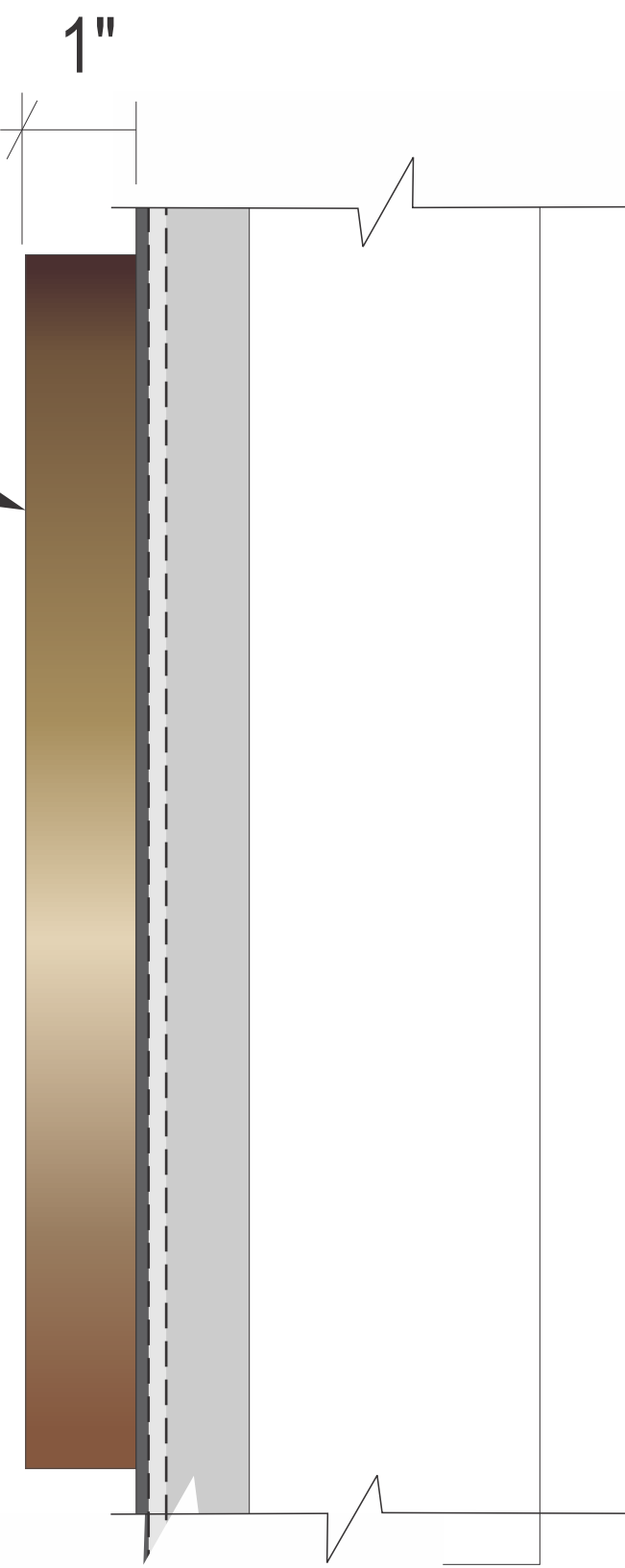


PLAQUE EXAMPLE

Sign Detail View

QTY: (2) Scale: 3" = 1'-0"

1" THICK CAST ALUMINUM PLAQUE MOUNTED FLUSH TO SIGN FRAMING



S/F Logo with Rout-out Graphics

MFG & INSTALL TWO (2) NON-ILLUMINATED ALUMINUM BRASS LOGOS WITH ROUT-OUT ALUMINUM LOGO MOUNTED ON BRASS FACE

BRASS LOGO - 1" THICK CAST ALUMINUM PLAQUE

LOGO FLUSH MOUNTED ON PYLON CABINET.



01 Pantone 000000
Satin Finish (non reflective) Painted Finish
RGB: R0/G0/B0
CMYK: C0/M0/Y0/K100

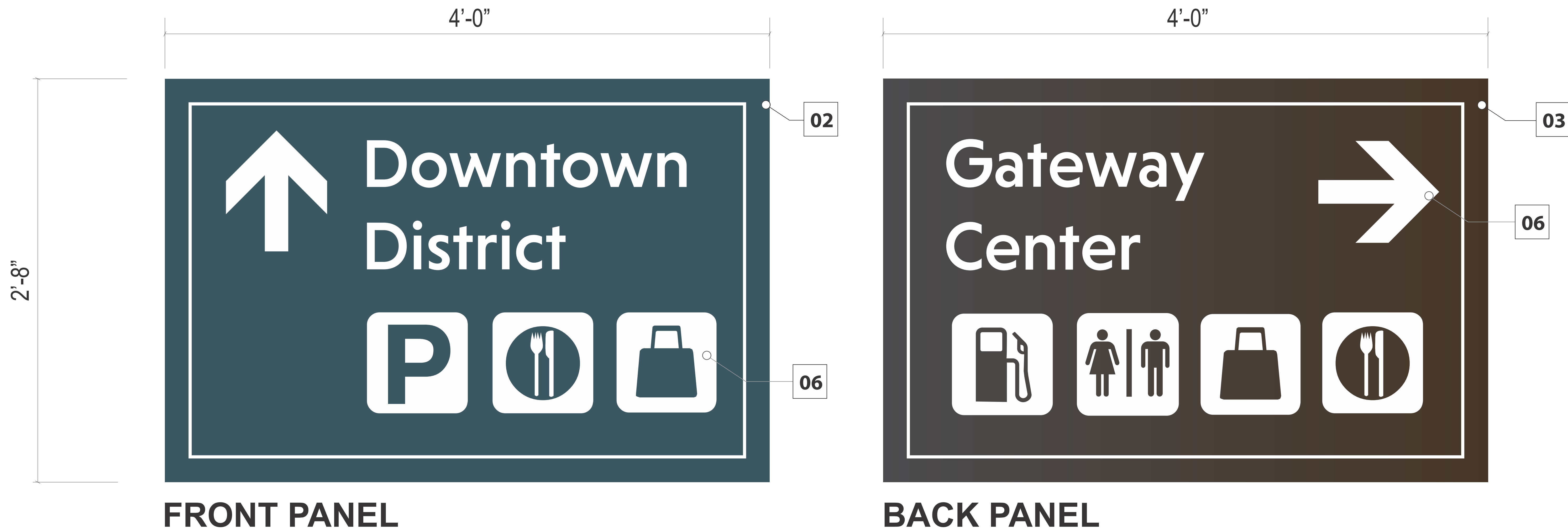


05 Brass
1" Thick Cast Aluminum Johnstown Logo Plaque (with Brass colored graphics)

Section @ Logo Plaque
Non-illum. N.T.S

Vector Artwork
Required

GRAPHIC SHOWN IS FOR REPRESENTATIONAL PURPOSES ONLY AND NOT TO BE USED FOR FABRICATION. ARTWORK TO BE PROVIDED BY CUSTOMER PRIOR TO FABRICATION IN LINE ART / VECTOR FORMAT (EPS OR Ai FILE)



Sign Detail View

QTY: (2) Scale: 3" = 1'-0"

S/F Reverse Channel Pan with Reflective Vinyl

MFG & INSTALL TWO (2) NON-ILLUMINATED ALUMINUM REVERSE CHANNEL PAN PANELS WITH VINYL GRAPHICS MOUNTED ON SQUARE TUBE SUPPORTS

PAN PANEL - ALUMINUM FACE AND 1 1/2" DEEP RETURNS PAINTED TO MATCH COLOR SPECS.

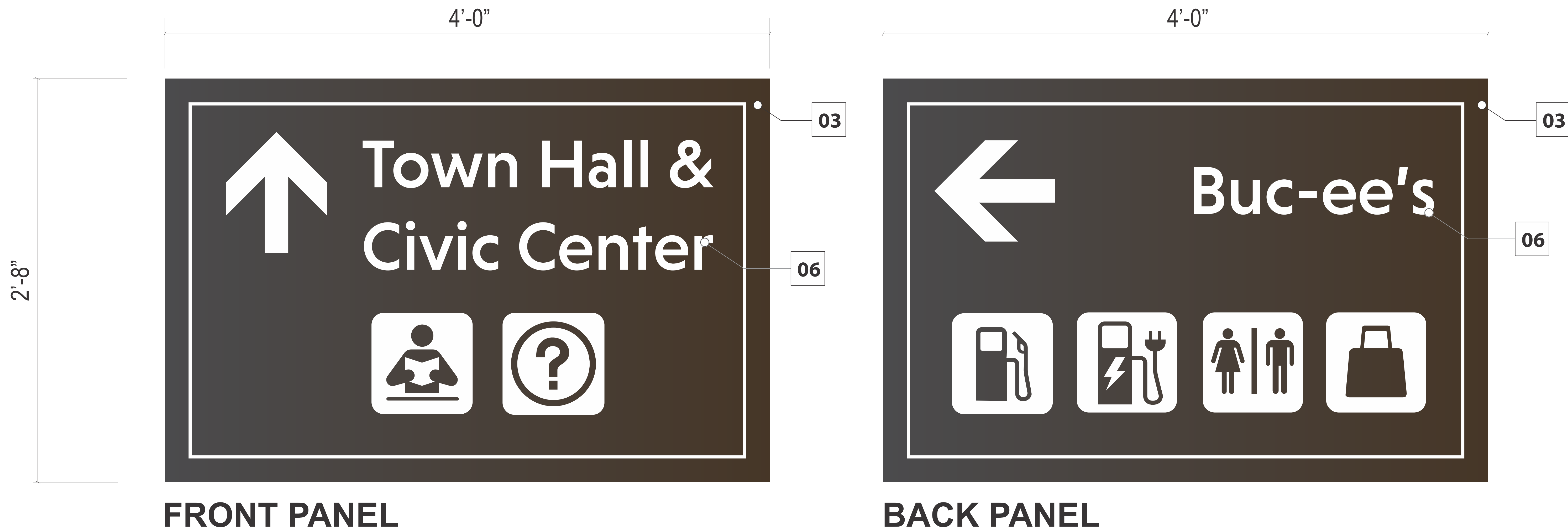
COPY AND ICONS - REFLECTIVE WHITE VINYL

PAN PANEL FLUSH MOUNTED ON PYLON SQUARE TUBE SUPPORTS.

02 **Pantone 2B4D59**
Satin Finish (non reflective) Painted Finish
RGB: R43/G77/B90
CMYK: C85/M58/Y49/K32

03 **Cardinal Paint 'Rust Texture'**
Color: T091-BR47
Finish: Matte (non reflective) Painted Finish

06 **PMS White**
Satin Finish (non reflective) Painted Finish



Sign Detail View

QTY: (2) Scale: 3" = 1'-0"

S/F Reverse Channel Pan with Reflective Vinyl

MFG & INSTALL TWO (2) NON-ILLUMINATED ALUMINUM REVERSE CHANNEL PAN PANELS WITH VINYL GRAPHICS MOUNTED ON SQUARE TUBE SUPPORTS

PAN PANEL - ALUMINUM FACE AND 1 1/2" DEEP RETURNS PAINTED TO MATCH COLOR SPECS.

COPY AND ICONS - REFLECTIVE WHITE VINYL

PAN PANEL FLUSH MOUNTED ON PYLON SQUARE TUBE SUPPORTS.



03 Cardinal Paint 'Rust Texture'
Color: T091-BR47
Finish: Matte (non reflective) Painted Finish



06 PMS White
Satin Finish (non reflective) Painted Finish



Sign Detail View

QTY: (2) Scale: 3" = 1'-0"

S/F Reverse Channel Pan with Reflective Vinyl

MFG & INSTALL TWO (2) NON-ILLUMINATED ALUMINUM REVERSE CHANNEL PAN PANELS WITH VINYL GRAPHICS MOUNTED ON SQUARE TUBE SUPPORTS

PAN PANEL - ALUMINUM FACE AND 1 1/2" DEEP RETURNS PAINTED TO MATCH COLOR SPECS.

COPY AND ICONS - REFLECTIVE WHITE VINYL

PAN PANEL FLUSH MOUNTED ON PYLON SQUARE TUBE SUPPORTS.

03

Cardinal Paint 'Rust Texture'
Color: T091-BR47
Finish: Matte (non reflective) Painted Finish

06

PMS White
Satin Finish (non reflective) Painted Finish

COLOR, TYPOGRAPHY & ARTWORK

Sign Color/Materials Palette

Fabricator is responsible for supplying samples for all colors/materials in the palette. Colors are referenced on the signage design elevations.



01 Pantone 000000
Satin Finish (non reflective) Painted Finish
RGB: R0/G0/B0
CMYK: C0/M0/Y0/K100



02 Pantone 2B4D59
Satin Finish (non reflective) Painted Finish
RGB: R43/G77/B90
CMYK: C85/M58/Y49/K32



03 Cardinal Paint 'Rust Texture'
Color: T091-BR47
Finish: Matte (non reflective) Painted Finish



04 Cardinal Paint 'Gold Vein'
Color: T375-BK10
Finish: Matte (non reflective) Painted Finish



05 Brass
1" Thick Cast Aluminum Johnstown
Logo Plaque (with Brass colored graphics)



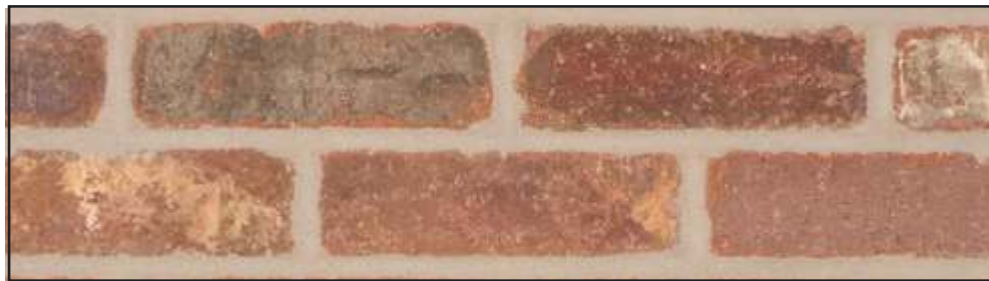
06 PMS White
Satin Finish (non reflective) Painted Finish



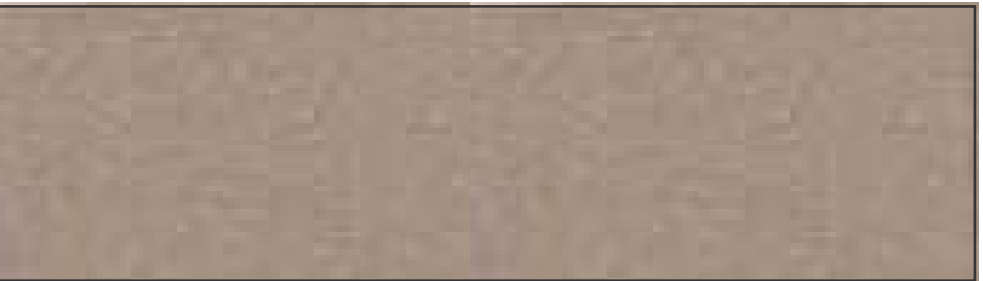
07 Clear Coat
Anti-Graffiti Clear Coat (non reflective)
(On All Sign Faces/ Surfaces/Lettering)



08 Reflective White
ORALITE 5800 White
(Sign Text)



09 General Shale 'Sonoma' Clay Brick
<https://generalshale.com/products/sonoma/> (to be provided by the Town)



10 Colored Concrete, Light Broom Finish
Denver Concrete - Sandstone (242)
(Any exposed signage footers)

Niveau Grotesk

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz



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08 SIGN
COLORS

