



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Regular Meeting
450 S. Parish, Johnstown, CO
Monday, September 15, 2025 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. Suicide Awareness and Prevention Month Proclamation
2. Proclamation Honoring Don Gardner
3. Shen Yun Performing Arts Overview
4. Proclamation Artistic Freedom and Human Rights Awareness Week
5. JDDA Annual Presentation

Public Comment

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

6. August 2025 Financial Statements and Q2 Sales Tax Summary
7. September 3, 2025 Town Council Meeting Minutes
8. Second Reading Ordinance 2025-274 Amending Section 6-26 of the Johnstown Municipal Code Limiting Solicitations to Certain Hours

9. Resolution 2025-23: A Resolution of the Town of Johnstown Supporting the Northern Colorado Water Alliance and the Associated Northern Colorado Water Principles
10. Resolution 2025-24: A Resolution of the Town of Johnstown, Colorado, Supporting the Application for a History Colorado State Historical Fund Grant

Town Manager's Report

Old Business

Public Hearing

11. Resolution 2025-22 for the Replat of Tract 1, Corbett Glen Filing 1

New Business

12. Water and Sewer Service Agreement for the Replat of Tract 1, Corbett Glen Filing 1
13. Water Lease Agreement Between Town of Johnstown and Coulson Excavating Company
14. Optional Agreement for the Purchase and Sale of Real Property

Informational Items

15. Informational Items

Council Reports and Comments

Mayor's Comments

Executive Session

Adjournment

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.



PROCLAMATION

SUICIDE AWARENESS AND PREVENTION MONTH

- WHEREAS,** suicide can affect anyone, regardless of age, gender, race, orientation, income level, or background; and
- WHEREAS,** over 49,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6th nationally, and 67 Weld County lives lost to suicide in 2024; and
- WHEREAS,** through the collaborative efforts of North Range Behavioral Health, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, and others, support is available; and
- WHEREAS,** September is recognized as National Suicide Awareness and Prevention Month with the goal of challenging stigma around mental health and promoting awareness around suicide prevention; and
- WHEREAS,** helping others feel seen, valued, and supported is one of the most important things we can do to prevent suicide. We encourage all residents to learn how to talk about mental health, become familiar with national and local suicide prevention resources, and check in on your family, friends, and neighbors.

NOW, THEREFORE, BE IT RESOLVED THAT:

*We, the Mayor and Town Council of the Town of Johnstown, Colorado, do hereby proclaim September 2025 as **Suicide Awareness and Prevention Month**. We call on all citizens, government agencies, public and private institutions, businesses and schools to commit to increasing awareness and understand of behavioral health, and the need for appropriate and accessible services for all.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Johnstown to be affixed this 15th day of September 2025.

By: _____
Michael P. Duncan, Mayor



PROCLAMATION

HONORING THE RETIREMENT OF DON GARDNER AFTER 36 YEARS OF DEDICATED SERVICE TO THE TOWN OF JOHNSTOWN

- WHEREAS,** the Town of Johnstown recognizes and values the dedicated service of its employees, whose commitment and hard work help shape the community we are proud to call home; and
- WHEREAS,** Don Gardner has faithfully served the Town of Johnstown Public Works Department for thirty-six (36) years, demonstrating consistent dedication, professionalism, and pride in maintaining the Town's infrastructure and services; and
- WHEREAS,** through his career, Don has contributed immeasurably to the safety and growth of our Town, ensuring that generations of residents have benefited from his efforts; and
- WHEREAS,** Don has been a trusted colleague, a mentor to many, and a shining example of loyalty and public service, earning the respect and gratitude of coworkers, leadership, and the citizens of Johnstown; and
- WHEREAS,** after 36 years of service, Don is retiring, leaving behind a legacy of hard work, dedication, and community impact that will be long remembered.

NOW, THEREFORE, BE IT RESOLVED THAT:

We, the Mayor and Town Council of the Town of Johnstown, Colorado, do hereby congratulate and honor Don Gardner on the occasion of his retirement and express the Town's deepest gratitude for his 36 years of dedicated service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Johnstown to be affixed this 15th day of September 2025.

By: _____
Michael P. Duncan, Mayor

WHAT IS FALUN GONG?



TRUTH
COMPASSION
TOLERANCE

FALUN GONG IN CHINA



PERSECUTION OF FALUN GONG



SHEN YUN PERFORMING ARTS



TRANSNATIONAL REPRESSION

Slashed Bus Tires



Bomb/Mass Shooting Threats



DANCERS' STORIES



Steven Wang
Former Principal Dancer

Steven's family faced relentless persecution for practicing Falun Dafa. His father passed away in 2009 after enduring harrowing torture, and his mother has been repeatedly imprisoned. As a principal dancer with Shen Yun, Steven draws from his personal journey to bring powerful stories of resilience and faith to the stage.

DANCERS' STORIES



Ellie Rao
Principal Dancer

When Ellie was 4, police stormed her home and took her father away. He was jailed and tortured to death by the CCP for his faith. At 9, she fled China, later joining Shen Yun. Now a principal dancer, Ellie channels this painful memory into a mission of hope as she brings her father's story—and the resilience of countless others like him—to stages around the world.



PROCLAMATION

Artistic Freedom and Human Rights Awareness Week

- WHEREAS,** Shen Yun Performing Arts is an international classical Chinese dance and music company founded in the United States, whose mission is to revive traditional Chinese culture through performance and storytelling; and
- WHEREAS,** Shen Yun’s performances often highlight themes of beauty, morality, and faith, and courageously depict human rights abuses taking place in modern-day China, including the persecution of spiritual groups such as Falun Gong; and
- WHEREAS,** Shen Yun has been subject to persistent transnational repression efforts by the Chinese Communist Party (CCP), including defamation campaigns, venue interference, pressure on local governments and theaters, and direct threats to performers and audiences; and
- WHEREAS,** in recent years, performances scheduled in Colorado cities—including Colorado Springs and Denver—as well as nearby Cheyenne, Wyoming, have been targeted by anonymous bomb threats and mass shooting threats, prompting police investigations and security disruptions; and
- WHEREAS,** such threats—whether carried out directly or incited by foreign-state influence—represent a grave attack on the safety of American communities and the constitutional freedoms of performers, presenters, and audience members; and
- WHEREAS,** acts of transnational repression within U.S. borders threaten not only individual safety but also the democratic values of cultural exchange, artistic freedom, and civic discourse that our state and nation hold dear; and
- WHEREAS,** the people of the Town of Johnstown condemn all forms of violence and intimidation aimed at suppressing free expression and affirm their support for artists who share truth and preserve culture in the face of oppression;

NOW, THEREFORE, BE IT RESOLVED THAT:

*We, the Mayor and Town Council of the Town of Johnstown, Colorado, do hereby proclaim the week of September 15 – 21, 2025 as **Artistic Freedom and Human Rights Awareness Week** and further express solidarity with **Shen Yun Performing Arts** and all artists who courageously uphold cultural freedom and human dignity through their work.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Johnstown to be affixed this 15th day of September 2025.

By: _____
Michael P. Duncan, Mayor



ANNUAL PRESENTATION

JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION



GOALS AND OBJECTIVES

- 01 Support Small Business** - Connect local businesses with resources, tools, and networking opportunities to help them thrive
- 02 Increase Visibility & Investment** - Promote downtown as a destination to attract customers, investors, and community engagement
- 03 Strengthen Partnerships** - Collaborate with the Town of Johnstown on projects that enhance and serve the downtown corridor



DOWNTOWN EVENTS

The JDDA's annual events draw nearly 3,000 people each time, creating energy and excitement that strengthen community connections, boost local businesses, and enhance the overall vibrancy of the downtown corridor.

Cinco de Mayo

May 3rd

Fall Festival

September 13th

Trick or Treat Street

Upcoming October 25th

Johnstown Jingle

Upcoming December 7



BUSINESS RESOURCES



JDDA Connect

The JDDA combined its monthly general meetings and B2B events into JDDA Connect—a rebranded monthly gathering that gives businesses the chance to network with one another and receive updates from the JDDA Board.



Quarterly Workshops

The JDDA hosts four workshops each year, drawing 20–30 attendees on average. This year's sessions covered key topics such as marketing, financial planning, and the latest employment laws.



Monthly Newsletter

The JDDA issues a monthly newsletter to its subscribers which provides the latest information on upcoming events, resources, and updates from the Town of Johnstown and Weld RE-5J School District.



Promotion

The JDDA works closely with its business members to promote their businesses, events, and specials throughout the year via the JDDA Facebook page, website, and newsletter.

JDDA GOALS

The JDDA Board continues to work closely with its members and the Town of Johnstown to ensure our goals and initiatives align with the needs of the downtown.



JDDA Membership

The JDDA has 67 members with a goal to end the year at 70 members.



Welcome Committee

In 2025, the JDDA launched the Welcome Committee to ensure new businesses are greeted warmly and made aware of the benefits and resources available to them. Moving forward, the JDDA is excited to enhance this program and develop a more streamlined onboarding process for new members.



Membership Committee

In 2025, the JDDA launched the Membership Committee to focus on supporting member retention and engagement. The committee is working on a comprehensive game plan to strengthen relationships with current members, ensure their needs are met, and highlight the value of continued membership.

LOCAL
GROWS
HERE



TOWN PARTNERSHIP

The JDDA is proud to have partnered with the Town of Johnstown over the past several years on key initiatives that keep Downtown a top priority. Most recently, these efforts included the Downtown Master Plan and the Downtown Improvement District, both designed to ensure the corridor remains vibrant and economically strong, while also providing a long-term vision for enhancing and expanding Downtown.

On behalf of the JDDA Executive Board and our members, we sincerely appreciate the Town's continued support, which enables us to successfully deliver the events, resources, and programming that our community and businesses value and enjoy.



THANK YOU

JDDA Executive Board



Amy Roe, President



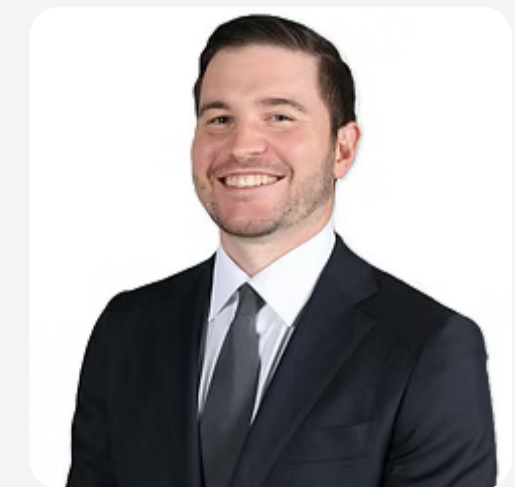
Donna Derrera, Vice President



Stephanie Podtburg, Treasurer



Tami Kramer, Secretary



Austin Foss, Officer



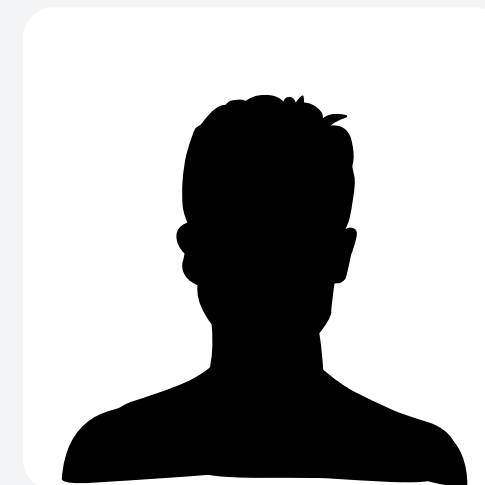
Sarah Grosboll, Officer



Larry Williams, Officer



Ken Mickelson, Officer



Justin Tuttle, Officer

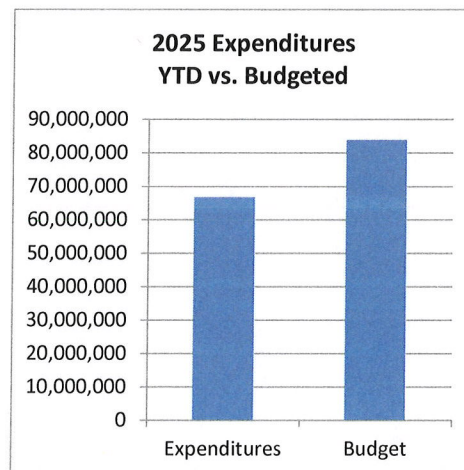
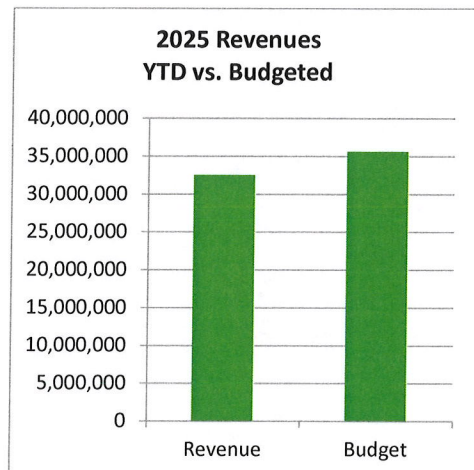


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending August 31, 2025
Unaudited

General Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	89,374,449	89,374,449	
<u>Revenues:</u>			
Taxes & Fees	25,592,819	31,531,138	81.2%
Licenses & Permits	3,224,705	2,541,100	126.9%
Fines & Forfeitures	184,518	275,000	67.1%
Intergovernmental	167,864	50,000	335.7%
Earnings on Investment	2,371,458	900,000	263.5%
Miscellaneous Revenue	1,024,195	400,000	256.0%
Transfers In	-	-	
Total Operating Revenues	32,565,559	35,697,238	91.2%
<u>Expenditures:</u>			
Legislative	366,997	3,426,660	10.7%
Town Manager	1,196,264	3,074,535	38.9%
Town Clerk	373,455	671,200	55.6%
Events	112,263	326,120	34.4%
Finance	631,986	997,330	63.4%
Planning	734,225	1,247,545	58.9%
Reimbursements	193,480	350,000	55.3%
Engineering	610,489	1,238,540	49.3%
Police	5,842,302	10,441,960	56.0%
Public Works	459,226	854,900	53.7%
Buildings	1,095,250	5,394,200	20.3%
Transfers Out	55,251,256	55,978,124	98.7%
Total Expenditures	66,867,193	84,001,114	79.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(34,301,634)	(48,303,876)	
Prior Period Adjustment			
Ending Fund Balance*	55,072,815	41,070,573	

* - Unaudited

66% of the fiscal year has elapsed

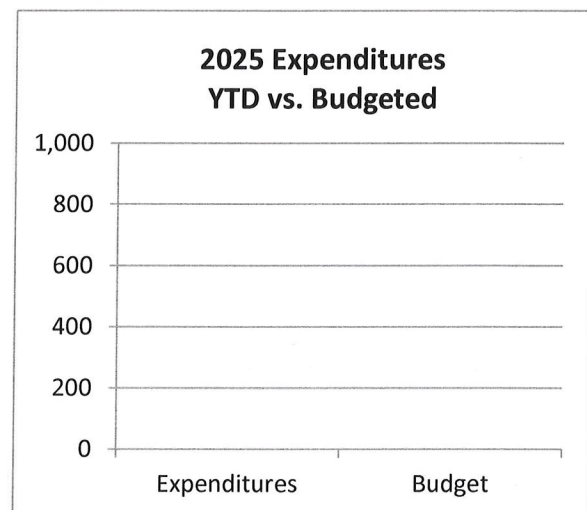
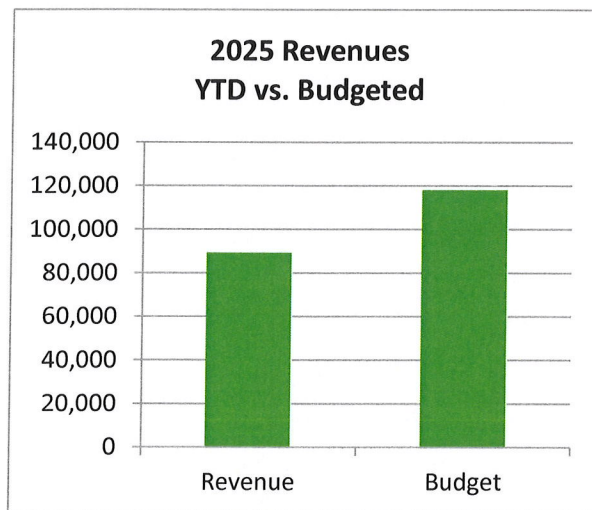


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending August 31, 2025
Unaudited

Conservation Trust Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	25,541	25,541	
<u>Revenues:</u>			
Intergovernmental	84,179	115,000	73.2%
Earnings on Investment	5,093	3,000	169.8%
Transfers In	-	-	
Total Operating Revenues	89,272	118,000	75.7%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	89,272	118,000	
Ending Fund Balance*	114,813	143,541	

* - Unaudited

66% of the fiscal year has elapsed

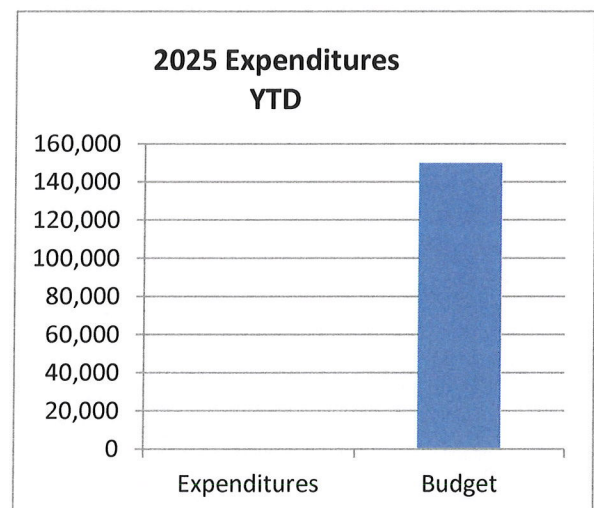
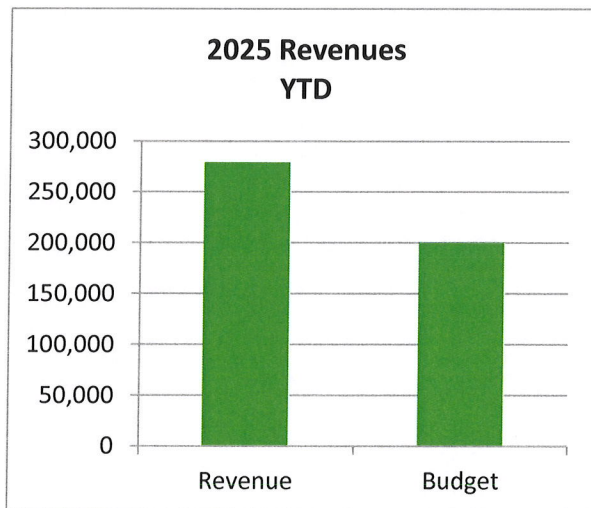


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Arts and Culture Fund
Period Ending August 31, 2025
Unaudited

Arts & Culture Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	434,168	434,168	
<u>Revenues:</u>			
Intergovernmental	274,973	200,000	137.5%
Earnings on Investment	4,321	-	
Total Operating Revenues	279,293	200,000	139.6%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	150,000	0.0%
Total Expenditures	-	150,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	279,293	50,000	
Ending Fund Balance*	713,462	484,168	

* - Unaudited

66% of the fiscal year has elapsed

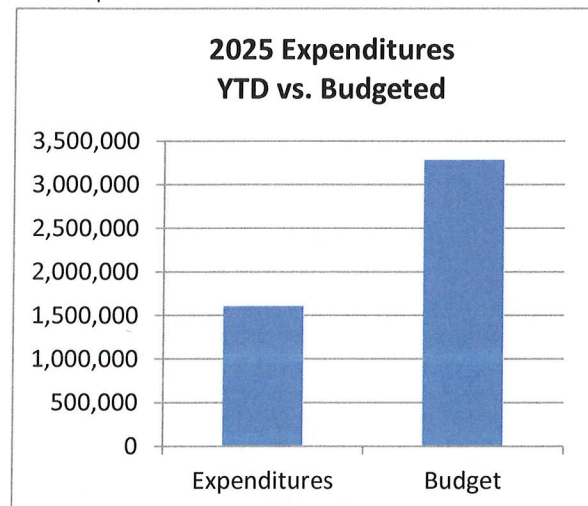
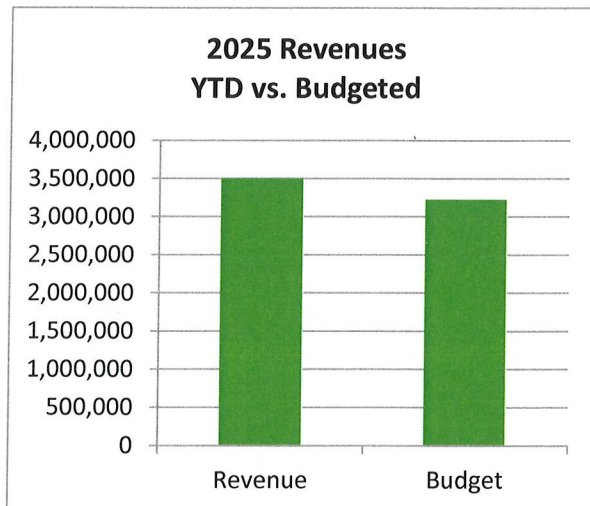


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending August 31, 2025
Unaudited

Parks and Open Space Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	8,951,899	8,951,899	
<u>Revenues:</u>			
Taxes & Fees	1,203,431	968,482	124.3%
License & Permit	1,095	500	219.0%
Earnings on Investment	82,385	75,000	109.8%
Miscellaneous Revenue	73,130	40,000	182.8%
<i>Transfers In</i>	2,140,000	2,140,000	100.0%
Total Operating Revenues	3,500,042	3,223,982	108.6%
<u>Expenditures:</u>			
Operations	758,216	1,272,140	59.6%
Capital Outlay	849,055	2,011,600	42.2%
<i>Transfers Out</i>	-	-	
Total Expenditures	1,607,271	3,283,740	48.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,892,771	(59,758)	
Ending Fund Balance*	10,844,670	8,892,141	

* - Unaudited

66% of the fiscal year has elapsed

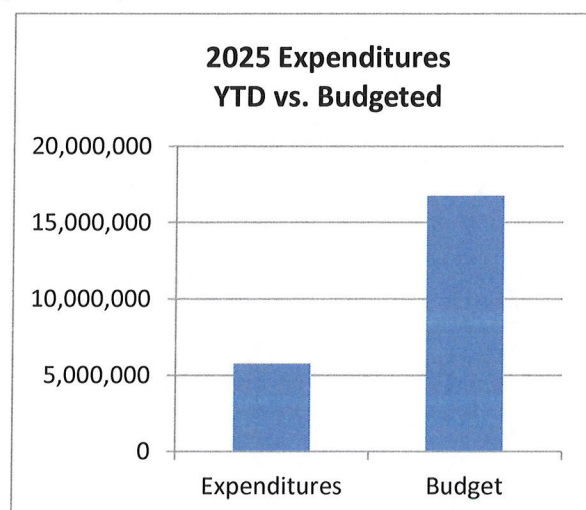
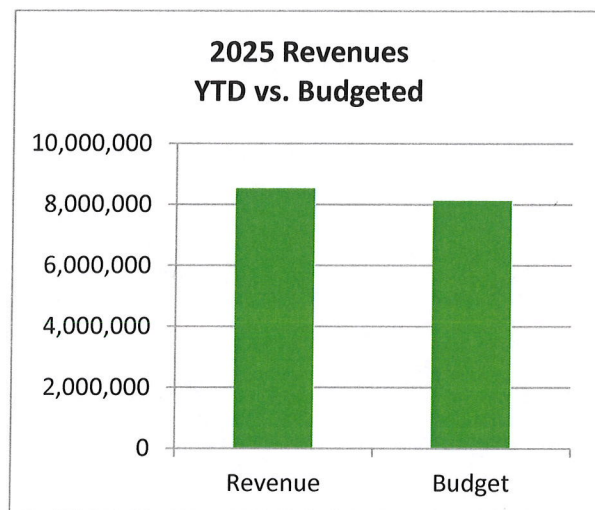


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending August 31, 2025
Unaudited

Street and Alley Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	26,960,362	26,960,362	
<u>Revenues:</u>			
Taxes & Fees	4,311,379	5,603,000	76.9%
Intergovernmental	159,166	130,000	122.4%
Charges for Services	782,175	1,050,000	74.5%
Capital Investment Fees	1,847,905	1,020,940	181.0%
Earnings on Investment	744,677	100,000	744.7%
Miscellaneous Revenues	677,953	225,000	301.3%
Tranfers In	-	-	
Total Operating Revenues	<u>8,523,255</u>	<u>8,128,940</u>	104.9%
<u>Expenditures:</u>			
Operations & Maintenance	2,719,115	5,875,260	46.3%
Capital	<u>3,060,686</u>	<u>10,889,500</u>	28.1%
Total Expenditures	<u>5,779,801</u>	<u>16,764,760</u>	34.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>2,743,454</u>	<u>(8,635,820)</u>	
Ending Fund Balance*	<u>29,703,816</u>	<u>18,324,542</u>	

* - Unaudited

66% of the fiscal year has elapsed

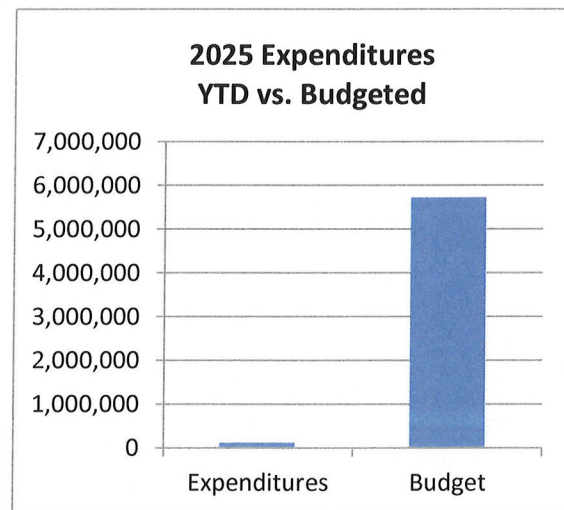
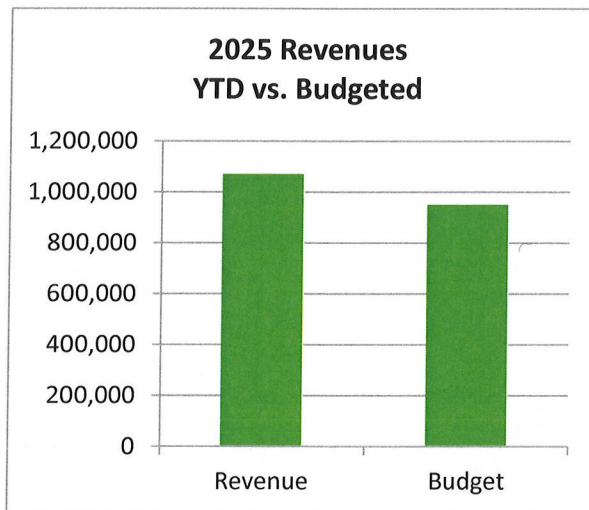


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending August 31, 2025
Unaudited

	2025 Actuals August	2025 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	13,136,992	13,136,992	
<u>Revenues:</u>			
Taxes and Fees	892,027	850,000	104.9%
Miscellaneous Revenue	-	-	
Interest	177,799	100,000	177.8%
Transfers In	-	-	
Total Operating Revenues	1,069,826	950,000	112.6%
<u>Expenditures:</u>			
Capital Outlay	124,455	5,723,000	2.2%
Transfers Out	-	-	
Total Expenditures	124,455	5,723,000	2.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	945,371	(4,773,000)	
Ending Fund Balance*	14,082,363	8,363,992	

* - Unaudited

66% of the fiscal year has elapsed

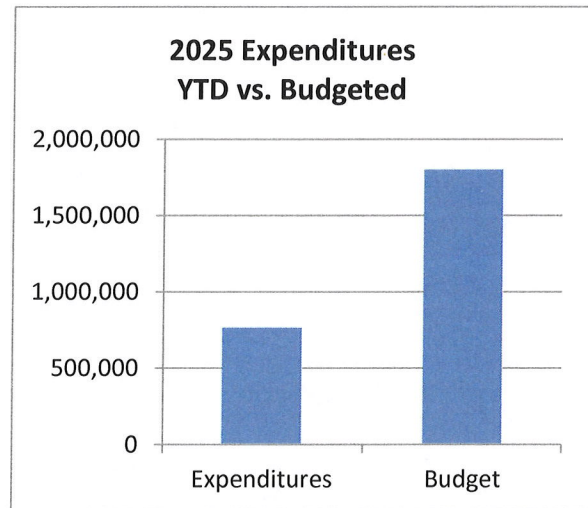
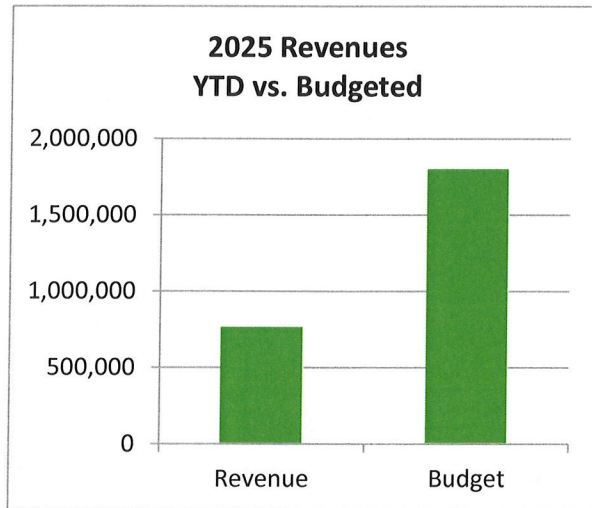


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending August 31, 2025
Unaudited

Tax Allocation Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	766,250	1,800,000	42.6%
Earnings on Investment	-	-	
Total Operating Revenues	766,250	1,800,000	42.6%
<u>Expenditures:</u>			
Miscellaneous	766,250	1,800,000	42.6%
Total Expenditures	766,250	1,800,000	42.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
Ending Fund Balance	41,435	41,435	

* - Unaudited

66% of the fiscal year has elapsed

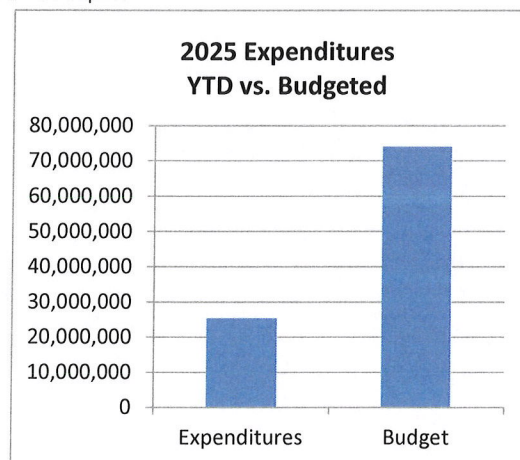
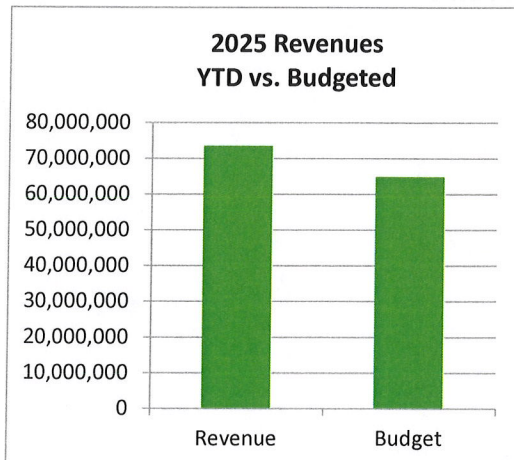


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending August 31, 2025
Unaudited

Water Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Cash Balance	98,930,708	98,930,708	
<u>Revenues:</u>			
Charges for Services	7,246,938	7,815,000	92.7%
Total Operating Revenues	7,246,938	7,815,000	92.7%
<u>Expenses:</u>			
Administration	217,666	358,050	60.8%
Operations	3,131,092	4,895,920	64.0%
Capital Outlay	19,722,001	62,859,000	31.4%
Depreciation	721,163	1,200,000	60.1%
Debt Service	1,616,500	4,790,750	33.7%
Total Operating Expenses	25,408,421	74,103,720	34.3%
Operating Income (Loss)	(18,161,483)	(66,288,720)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	2,838,629	2,230,000	127.3%
Capital Investment Fees	2,703,406	2,125,000	127.2%
Misc. Revenues	7,906,842	791,250	999.3%
Interest	2,053,126	1,200,000	171.1%
Transfers In/(Out)	50,700,000	50,700,000	100.0%
Total Non-Operating Revenues (Expenses)	66,202,003	57,046,250	116.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	48,040,520	(9,242,470)	
Ending Cash Balance*	146,971,229	\$ 89,688,238	

* - Unaudited

66% of the fiscal year has elapsed

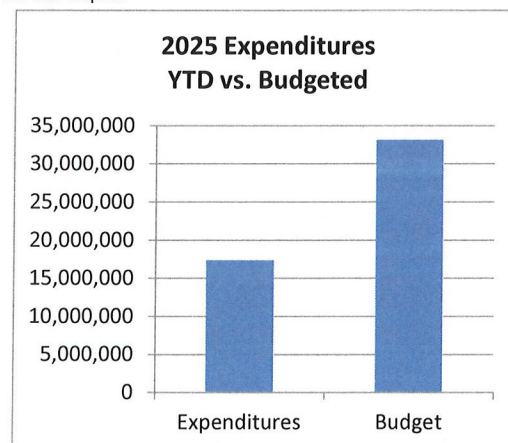
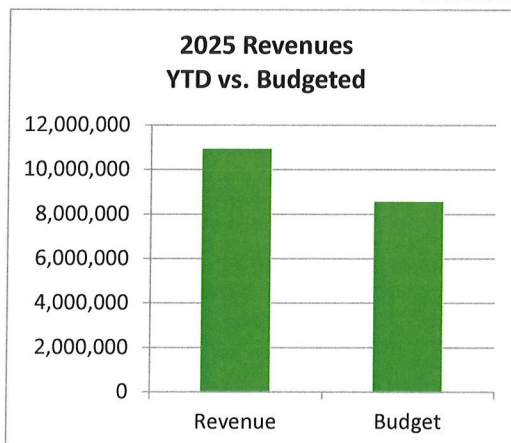


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending August 31, 2025
Unaudited

Sewer Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Cash Balance	48,113,505	48,113,505	
<u>Revenues:</u>			
Charges for Services	3,673,870	4,364,250	84.2%
Total Operating Revenues	3,673,870	4,364,250	84.2%
<u>Expenses:</u>			
Administration	181,717	266,900	68.1%
Operations	1,425,726	2,871,200	49.7%
Capital Outlay	14,300,895	25,814,000	55.4%
Depreciation	506,447	1,400,000	36.2%
Debt Service	934,950	2,769,900	33.8%
	-	-	
Total Operating Expenses	17,349,735	33,122,000	52.4%
Operating Income (Loss)	(13,675,865)	(28,757,750)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	5,891,545	3,860,213	152.6%
Misc. Revenues	2,886	25,000	11.5%
Interest	1,363,172	1,300,000	104.9%
Transfers In/(Out)	-	(1,000,000)	
Total Non-Operating Revenues (Expenses)	7,257,603	4,185,213	173.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(6,418,262)	(24,572,537)	
Ending Cash Balance*	41,695,243	23,540,968	

* - Unaudited

66% of the fiscal year has elapsed

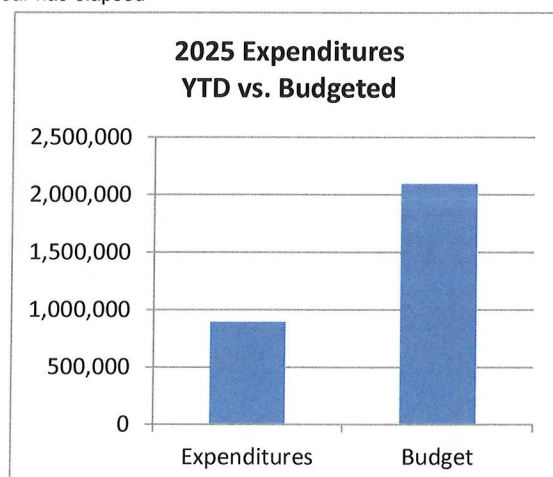
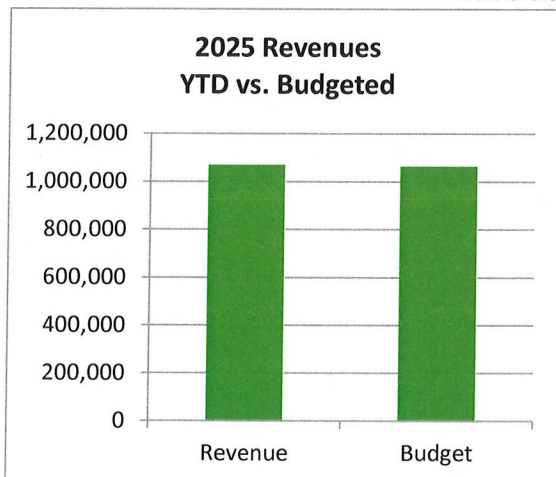


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending August 31, 2025
Unaudited

Drainage Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Cash Balance	4,908,349	4,908,349	
<u>Revenues:</u>			
Charges for Services	413,437	560,000	73.8%
Total Operating Revenues	413,437	560,000	73.8%
<u>Expenses:</u>			
Administration	79,063	96,550	81.9%
Operations	166,186	747,900	22.2%
Capital Improvements	650,599	1,254,200	51.9%
Transfer Out	-	-	
Total Operating Expenses	895,847	2,098,650	42.7%
Operating Income (Loss)	(482,410)	(1,538,650)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	445,215	250,000	178.1%
Misc. Revenues	135,562	228,780	59.3%
Interest	75,290	25,000	301.2%
Total Non-Operating Revenues (Expenses)	656,067	503,780	130.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	173,657	(1,034,870)	
Ending Cash Balance*	5,082,005	3,873,479	

* - Unaudited

66% of the fiscal year has elapsed

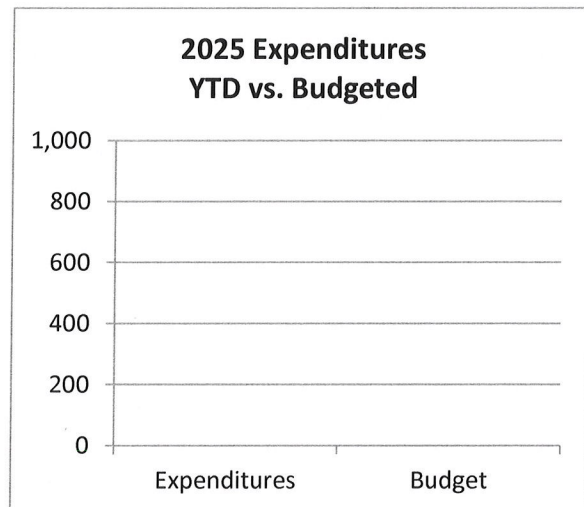
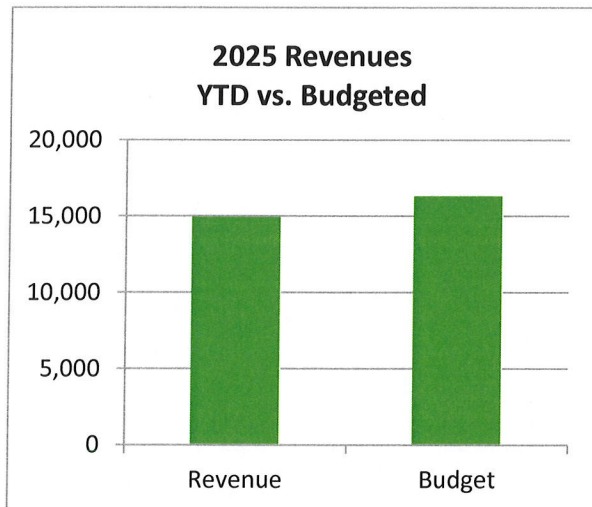


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending August 31, 2025
Unaudited

Cemetery Perpetual Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	207,771	207,771	
<u>Revenues:</u>			
Miscellaneous Revenue	11,070	12,560	88.1%
Earnings on Investment	3,867	3,750	103.1%
Total Operating Revenues	14,937	16,310	91.6%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	14,937	16,310	
Ending Fund Balance*	222,708	224,081	

* - Unaudited

66% of the fiscal year has elapsed

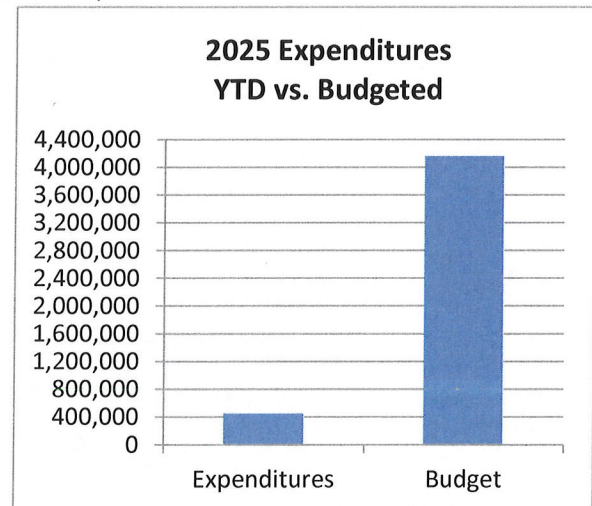
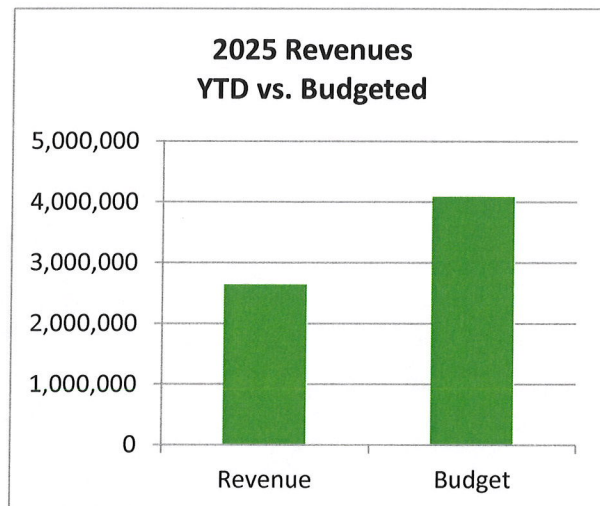


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending August 31, 2025
Unaudited

Library Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	13,997,553	13,997,553	
<u>Revenues:</u>			
Intergovernmental	1,200,225	1,375,300	87.3%
Miscellaneous Revenue	2,418	13,500	17.9%
Capital Investment Fees	689,034	373,950	184.3%
Interest	186,567	500,000	37.3%
Transfers In	561,918	1,823,124	30.8%
Total Operating Revenues	2,640,161	4,085,874	64.6%
<u>Expenditures:</u>			
Operations	305,732	1,959,000	15.6%
Capital Outlay	146,139	2,200,000	
Total Expenditures	451,872	4,159,000	10.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,188,289	(73,126)	
Ending Fund Balance*	16,185,843	13,924,427	

* - Unaudited

66% of the fiscal year has elapsed

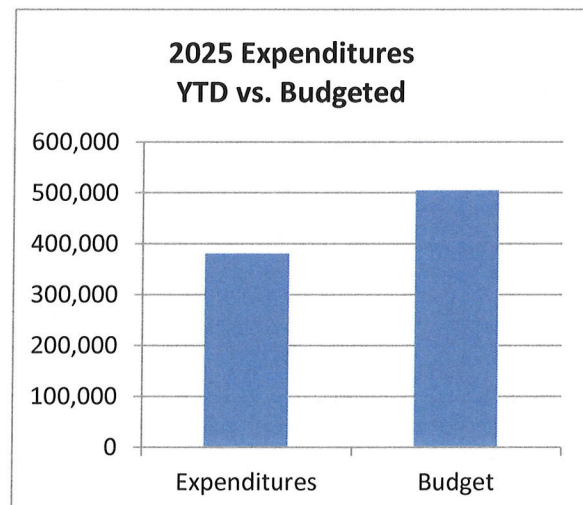
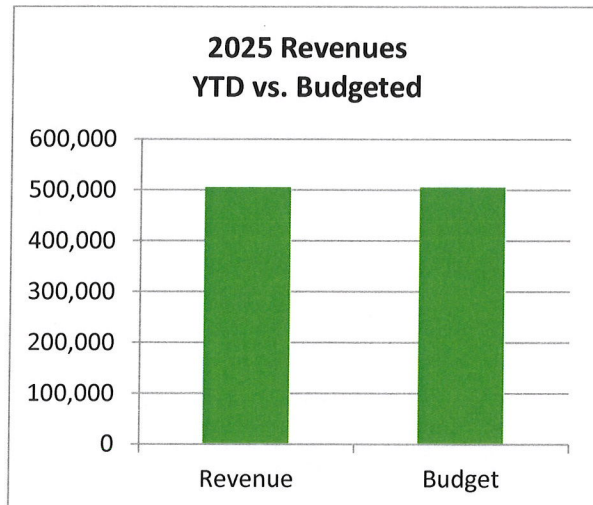


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending August 31, 2025
Unaudited

Recreation Center Fund	2025 Actuals August	2025 Adopted Budget	% Complete
Beginning Fund Balance	163,944	163,944	
<u>Revenues:</u>			
State Grants	-	-	
Transfers In	505,000	505,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	505,000	505,000	100.0%
<u>Expenditures:</u>			
Operations & Maintenance	380,928	505,000	75.4%
Capital Outlay	-	-	
Total Expenditures	380,928	505,000	75.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	124,072	-	
Ending Fund Balance*	288,016	163,944	

* - Unaudited

66% of the fiscal year has elapsed

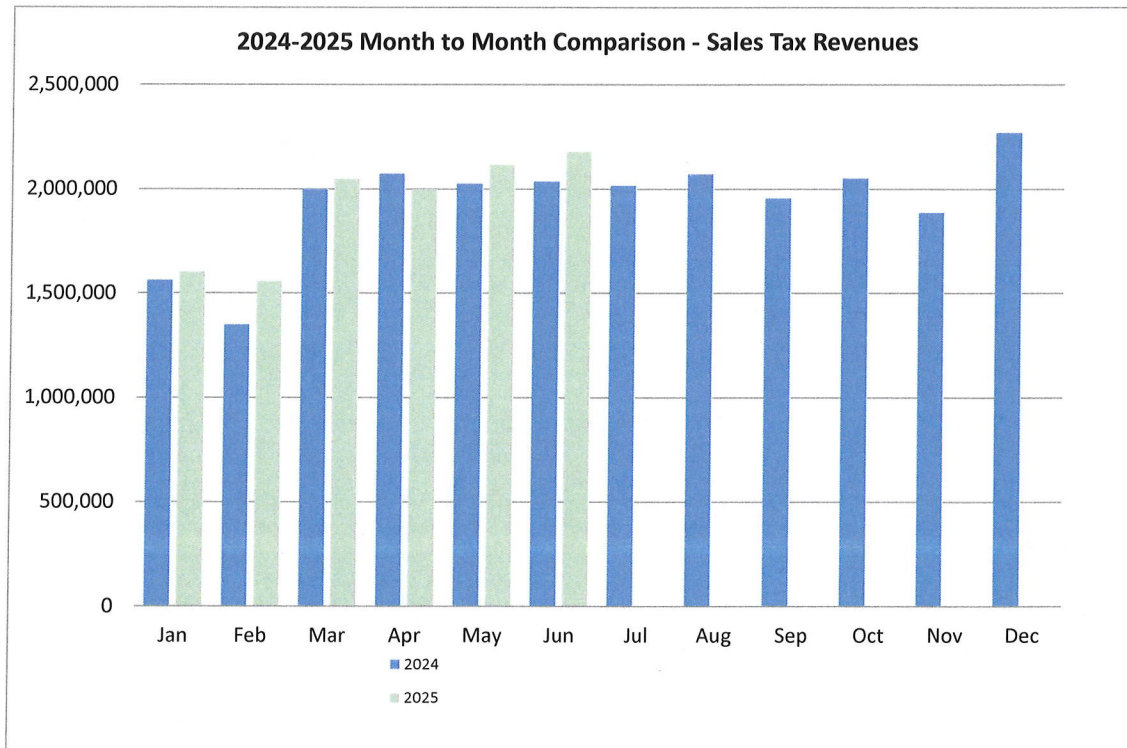


Sales Tax Analysis and Comparison 2025

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle Sales Tax Collected*</u>	<u>Total Sales Taxes Collected*</u>
Jan-24	1,323,032	240,170	1,563,202
Feb-24	1,189,197	161,549	1,350,746
Mar-24	1,810,728	189,273	2,000,001
Apr-24	1,897,922	175,763	2,073,685
May-24	1,815,121	210,407	2,025,528
Jun-24	1,828,207	207,361	2,035,568
Jul-24	1,803,095	213,218	2,016,313
Aug-24	1,805,835	266,106	2,071,941
Sep-24	1,738,869	218,022	1,956,891
Oct-24	1,770,171	281,694	2,051,866
Nov-24	1,710,753	175,437	1,886,190
Dec-24	2,040,536	231,014	2,271,550
2024 Total	20,733,466	2,570,015	23,303,481

Jan-25	1,382,593	220,917	1,603,510
Feb-25	1,376,182	181,097	1,557,279
Mar-25	1,855,657	192,599	2,048,256
Apr-25	1,771,072	227,440	1,998,512
May-25	1,887,083	228,698	2,115,781
Jun-25	1,980,071	198,460	2,178,530
Jul-25	0	0	0
Aug-25	0	0	0
Sep-25	0	0	0
Oct-25	0	0	0
Nov-25	0	0	0
Dec-25	0	0	0
2025 Total	10,252,657	1,249,211	11,501,868

Jan - Jun 2024	9,864,207	1,184,523	11,048,731
Jan - Jun 2025	10,252,657	1,249,211	11,501,868
% Increase (Decrease)	3.94%	5.46%	4.10%



* Amounts shown reflect different reporting periods for various entities.



450 S. Parish Avenue
Johnstown, CO 80534
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TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, September 3, 2025

MINUTES

CALL TO ORDER

At 7:00 Mayor Duncan called the meeting to order.

PLEDGE OF ALLEGIANCE

Mayor Duncan invited attendees to join in the Pledge of Allegiance.

ROLL CALL

Present:

Councilmember Paranto
Councilmember Menzies
Councilmember Morris
Mayor Duncan
Councilmember Berg
Councilmember Molinar

Absent:

Mayor Pro Tem Young

AGENDA APPROVAL

New Employee Introductions: Chief Strossner introduced Police Officer Nicholas Wells.

Business of the Month: Economic Development Director Sarah Crosthwaite introduced Christian Salon Spa as the September Business of the Month.

PUBLIC COMMENT

- Jim Stambaugh, 3275 Ballentine Boulevard, expressed concerns about speeding on Ballentine. He shared that the speed limit is 25 mph and he estimates people are traveling in excess of 50 mph.

The Community that Cares

CONSENT AGENDA

Motion by Councilmember Paranto and seconded by Councilmember Morris to approve the consent agenda which contained the following items:

- Appointment of Planning & Zoning Commissioners
- August 2025 List of Bills
- August 18, 2025 Town Council Meeting Minutes

Upon vote, motion passed unanimously.

TOWN MANAGER REPORT

Town Manager Matt LeCerf provided a report.

NEW BUSINESS

Contract Award for Custodial and Janitorial Services: Public Works Director Tim Hoos presented the proposed contract.

Motion by Councilmember Morris and seconded by Councilmember Molinar to approve awarding the contract to Mr. J's Cleaning Services as presented and authorize the Town Manager to sign the Professional Services Agreement.

Upon vote, motion passed unanimously.

Community Sign Concepts: Town Manager Matt LeCerf presented.

Motion by Councilmember Berg and seconded by Councilmember Morris to move forward with concepts 6 of 13 and 11 of 13 and for staff to bring back concepts for Cookie Island.

Upon vote, motion passed unanimously.

Professional Services Agreement between Town of Johnstown and Russ Baca: Town Manager Matt LeCerf presented. Russ Baca also addressed the Council.

Motion by Councilmember Paranto and seconded by Councilmember Berg to deny the agreement with Russ Baca.

Upon vote, motion pass 5-1 with Mayor Duncan voting no.

PUBLIC HEARING:

Ordinance 2025-274 Amending Section 6-26 of the Johnstown Municipal Code Limiting Solicitations to Certain Hours:

At 8:09 Mayor Duncan opened the public hearing.

Town Clerk Meghan Martinez presented the proposed ordinance.

At 8:14 Mayor Duncan closed the public hearing.

Motion by Councilmember Paranto and seconded by Councilmember Berg to approve Ordinance 2025-274 amending Section 6-26 of the Johnstown Municipal Code Limiting Solicitations to Certain Hours on first reading.

Upon vote, motion passed unanimously.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto: Nothing at this time.

Councilmember Morris: She wished Matt a very Happy Birthday! Thank you for all you do.

Councilmember Molinar: Nothing at this time.

Councilmember Berg: Nothing at this time.

Councilmember Menzies: She asked for an audit update for the YMCA and if there is a preliminary report.

MAYORS COMMENTS

He wished Matt a happy birthday. He also thanked staff for their work on the Letford property. He encouraged all to keep everyone effected by the recent shooting in their thoughts and prayers.

ADJOURNMENT

There being no further business for the Town Council, Mayor Duncan adjourned the meeting at 8:31 p.m.

Approved by Town Council:

Michael P. Duncan, Mayor

Attest:

Meghan C. Martinez, MMC, Town Clerk



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Consent Agenda Communication

Agenda Date: September 15, 2025

Subject: Second Reading Ordinance 2025-274 Amending Section 6-26 of the Johnstown Municipal Code Limiting Solicitations to Certain Hours

Attachments: 1. Ordinance 2025-274

Presented by: Meghan Martinez, Town Clerk

Agenda Item Description:

This ordinance amends Article II of Chapter 6 of the Johnstown Municipal Code to establish permitted hours for solicitation at private residences, restricting activity to between 8:30 a.m. and 6:00 p.m. Previously, the Code did not specify allowable hours, which led to instances of solicitation occurring late in the evening. Adoption of this ordinance provides clear standards for both solicitors and residents and enables the Johnstown Police Department to enforce solicitation hours consistently. After staff presentation and discussion, the Council passed the ordinance on first reading.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence

Safe & Welcoming Community

- Provide and maintain public safety services and awareness in our community

Legal Advice:

The ordinance was drafted by the Town Attorney.

Financial Advice:

N/A

Recommended Action:

Staff recommends approving Ordinance 2025-274 on second reading.

Reviewed and Approved for Presentation



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2025-274

**AN ORDINANCE AMENDING SECTION 6-26 OF THE JOHNSTOWN
MUNICIPAL CODE LIMITING SOLICITATIONS TO CERTAIN HOURS**

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, Article II of Chapter 6 of the Johnstown Municipal Code regulates the issuance of solicitor licenses in the Town and solicitations at private residences ("Solicitor License Code"); and

WHEREAS, for the public health and safety and to better enforce solicitor licenses, the Town Clerk recommends that the Town Council amend the Solicitor License Code to provide that solicitations may only occur between the hours of 8:30 a.m. and 6:00 p.m.; and

WHEREAS, based on the Town Clerk's recommendation, the Town Council desires to amend the Solicitor License Code; and

WHEREAS, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town.

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

Section 1. **Section 6-26.** Section 6-26 of the Johnstown Municipal Code is hereby repealed and reenacted to read as follows:

Sec. 6-26. Solicitation Restrictions.

- (a) Sign restrictions. It shall be unlawful for any person engaged as a solicitor to call on or attempt to contact any person by knocking on a door, ringing a doorbell or any other method at a premises displaying a "No Solicitation" sign, a "No Trespassing" sign or any other sign or notice which conveys said message with reasonable clarity. This provision shall apply to all solicitations, including, without limitation, those conducted by organizations eligible for tax exemption under Section 501(c) of the Internal Revenue Code.
- (b) Time restrictions. It shall be unlawful for any person engaged as a solicitor to call on or attempt to contact any person by knocking on a door, ringing a doorbell or any other method except between the hours of 8:30 a.m. and 6:00 p.m.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and, to this end, the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon 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 3rd day of September, 2025.

ATTEST:

By:

Meghan Martinez, 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 15th day of September, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:

Meghan Martinez, Town Clerk

By:

Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
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Town Council Consent Agenda Communication

Agenda Date: September 15, 2025

Subject: Resolution 2025-23: A Resolution of the Town of Johnstown Supporting the Northern Colorado Water Alliance and the Associated Northern Colorado Water Principles

Attachments: 1. Resolution 2025-23

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for review and consideration by Council is Resolution 2025-23. This resolution is the product of work by the Northern Colorado Water Alliance, a group the Town of Johnstown has been a member of since 2023. The Northern Colorado Water Alliance consists of multiple Northern Colorado water providers, collaborating to ensure the security of the water in Northern Colorado. Specifically, the organization's mission is: *Collaborating and educating for the protection of water resources and systems to ensure a resilient future for the northern Colorado Front Range.*

One of the more recent discussions among the group, is the fact that water sources in Northern Colorado are being purchased by municipalities in the Denver metropolitan area and subsequently moved to the south for new development. This threat affects the ability of Northern Colorado to continue to grow and be prosperous - it's no wonder why in the front range, water is called liquid gold.

Accordingly, the entities of the Northern Colorado Water Alliance crafted a joint resolution, expressing their support and commitment to ensure water in Northern Colorado stays in Northern Colorado. There is no financial commitment to this resolution, only an expression of solidarity to protect our water resources.

You will note under the Town Attorney comment that it states not applicable. This is due to the fact that the resolution was developed by the participants of the Northern Colorado Water Alliance and the participants have collectively agreed on this version of the resolution for adoption.

Strategic Plan Alignment:

Organizational Excellence & Public Trust

- Strengthen public trust and confidence

Healthy & Resilient Economy

- Cultivate local and regional partnerships that ensure the long term success and growth of Northern Colorado

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities

Legal Advice:

Not Applicable

Financial Advice:

Not Applicable

Recommended Action:

Approve Resolution 2025-23 as presented.

Reviewed and Approved for Presentation



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-23**

**A RESOLUTION OF THE TOWN OF JOHNSTOWN SUPPORTING THE NORTHERN
COLORADO WATER ALLIANCE AND THE ASSOCIATED NORTHERN COLORADO
WATER PRINCIPLES**

WHEREAS, Members of the Northern Colorado Water Alliance represent a variety of special districts, municipal and county governments, and utilities facing different jurisdictional opportunities and challenges regarding the protection of water;

WHEREAS, The citizens, civic leaders, water providers, and other water users of Northern Colorado have gone to extraordinary lengths since the 1860s to responsibly plan for, develop, and operate complex water systems that are essential to the region's economy and quality of life;

WHEREAS, The citizens, civic leaders, water providers, and other water users of Northern Colorado are currently making significant investments in additional projects to increase water system resiliency, meet future demands, and provide a greater level of water security in the region;

WHEREAS, Northern Colorado's high quality of life is tied to the health and well-being of communities and depends directly on the availability of water resources;

WHEREAS, Nothing in this resolution is intended to cause harm to Northern Colorado communities or infringe on the ability of members to fulfill their organizational missions;

WHEREAS, Water is a building block of the regional economy and is critical to the further economic development of the region;

WHEREAS, Collaboration and partnerships among water providers and other entities in Northern Colorado enable agreements to develop, maintain, and improve water storage, delivery, and treatment infrastructure that benefit water users in the region;

WHEREAS, Each water provider has the right to acquire sufficient water resources to meet its water users' current and future demand;

WHEREAS, Each individual water right owner has the right to sell and/or transfer their water rights;

WHEREAS, It is the intent of the Northern Colorado Water Alliance to be transparent with water right owners and mutual ditch companies that manage water rights and not to diminish the value of those rights or alter the water market;

WHEREAS, We respect Colorado's current system of water rights that is based on the doctrine of prior appropriation and other federal, state, and local laws and regulations that honor rights and obligations under existing permits, approvals, and agreements;

WHEREAS, Availability of water for agricultural, environmental, and recreational uses is tied to the economic and cultural value and character of the region; and

WHEREAS, The parties will, in their discretion and in good faith, interpret and implement the stated goals.

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

Section 1. Town of Johnstown will support efforts to retain water for local beneficial use by discouraging the further transfer of water to entities within the Denver metropolitan area; and will support efforts to seek appropriate mitigation to offset impacts to affected communities in circumstances where water must be transferred to the Denver metropolitan area.

Section 2. This Resolution shall be effective upon adoption.
PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2025.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
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Town Council Consent Agenda Communication

Agenda Date: September 15, 2025

Subject: Resolution 2025-24: A Resolution of the Town of Johnstown, Colorado, Supporting the Application for a History Colorado State Historical Fund Grant

Attachments: 1. Resolution 2025-24

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for review and consideration by Town Council is Resolution 2025-24. This resolution authorizes the Johnstown Historic Society to submit a grant application to the Colorado State Historic Fund. As outlined in the resolution, the grant will be a request for funding in the amount of \$250,000 and requires a 25% match equal to \$62,500. The purpose of the grant is to improve the exterior appearance of the Historic Parish House and Museum by replacing the south and east retaining walls and refurbishing the associated iron fencing to continue with critical improvements that benefit the community.

The resolution presented is part of compliance requirements related to the Town and JHS's Memorandum of Understanding (MOU) approved in 2024. The MOU specifically states the following for grants: In addition, on an as needed basis, the Town agrees to consider providing funding for grant matches. These requests shall be presented to the Town Council and be considered as they occur with a preliminary request prior to the grant application submittal. Funding for grant applications will not be provided without the Town Council's consideration and approval.

Strategic Plan Alignment:

Safe & Welcoming Community

- Create arts and culture opportunities that connect the community

Quality Infrastructure & Facilities

- Repair and maintain existing infrastructure, facilities and equipment

Legal Advice:

The Town Attorney reviewed Resolution 2025-24 as presented.

Financial Advice:

Subject to an award by the State Historic Fund, a budget amendment will be necessary in FY2026.

Recommended Action:

Staff recommends approval of Resolution 2025-24 as presented.

Reviewed and Approved for Presentation

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

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-24**

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO, SUPPORTING THE
APPLICATION FOR A HISTORY COLORADO STATE HISTORICAL FUND GRANT**

WHEREAS, the Town of Johnstown authorizes the application for the History Colorado State Historical Fund (SHF) grant; and

WHEREAS, the purpose of this grant is to improve the exterior appearance of the Historic Parish House and Museum by replacing the south and east retaining walls and refurbishing the associated iron fencing to continue with critical improvements that benefit the community; and

WHEREAS, this is a collaborative project between the Town of Johnstown and the Johnstown Historical Society; and

WHEREAS, the total cost of the project is estimated to be as much as \$250,000 and the grant match request is for \$62,500 which is the maximum request permitted; and

WHEREAS, there is a 25% matching requirement for the grant program.

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

Section 1. The Town Council hereby authorizes and supports the application for the SHF grant match in the amount of up to \$62,500.

Section 2. The Town Council, subject to an award of the grant, hereby commits to appropriate funds in the amount of up to \$62,500 in FY 2026 for the pending grant application cycle due on October 1, 2025 upon award for the grant in the amount requested.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSES, AND ADOPTED THIS 15TH OF SEPTEMBER, 2025.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
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Town Council Agenda Communication

Agenda Date: September 15, 2025

Subject: Resolution 2025-22 for the Replat of Tract 1, Corbett Glen Filing 1

Attachments:

1. Resolution 2025-22
2. Land Use Application
3. Vicinity Map
4. Final Plat
5. Landscape Plan
6. Staff Presentation

Presented by: Jeremy Gleim, Planning and Development Director

Agenda Item Description:

BACKGROUND & SUMMARY

The applicant, Gillam Development Corp., submitted an application to replat Tract 1 of Corbett Glen Filing No. 1 in February of 2023. Corbett Glen Filing No. 1 was approved and recorded by Weld County in September of 2002 (Reception No. 2984446).

REPLAT OF TRACT 1

Tract 1 measures approximately 2.4 acres in size and is situated at the northeast corner of Carlson Boulevard and Ballentine Boulevard. The replat application proposes to subdivide Tract 1 into five (5) single-family residential lots and two outlots. The residential lots range in size from 9,677 square feet to 15,209 square feet. The two outlots will be used for utility easements and drainage purposes. Residential lots throughout Corbett Glen Filing No. 1 generally range between 6,400 square feet and 15,000 square feet, with a handful of lot in the 16,000 – 22,000 square foot range.

SURROUNDING ZONING & LAND USE

The subject property is zoned PUD. Certain development standards were identified in the Development Agreement for Corbett Glen Filing No. 1, but they are silent on minimum/maximum lot sizes. The lot sizes for the proposed replat are consistent with lot sizes in the development. The applicant has proposed landscaping and irrigation for both outlots.

North	R-1 (Residential)	Corbett Glen Neighborhood
East	PUD and R-1	TOJ Water Treatment Facility (Under Construction) Johnstown Cemetery
South	PUD	Vacant Land

West	R-1 (Residential)	Carlson Farms
------	-------------------	---------------

Pursuant to the Future Land Use map in the Town of Johnstown Comprehensive Plan (Comp Plan), this land is located in a Low Density/Intensity Land Use area. A Low Density/Intensity area (LDI) will be generally characterized by a higher percentage of residential, predominantly lots for single-family detached homes, with some lower-density townhomes or duplex/patio homes.

LAND USE HISTORY

This land was graded and prepped for future development with the original subdivision and has remained vacant and undeveloped since then.

PLANNING & ZONING COMMISSION SUMMARY

The Planning & Zoning Commission (Commission) considered this project at their regular meeting on August 13, 2025. After due consideration of the staff report, presentation, and discussion, a motion was made recommending that the Town Council approve the proposed replat. The motion was approved unanimously.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Town Council hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, September 4, 2025. 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 property. This notice included a map of the proposed project.

COMPREHENSIVE PLAN ALIGNMENT

Goal L1 – Ensure neighborhood character and amenities contribute to the health and wellbeing of diverse residents.

CONDITIONS OF APPROVAL

1. The pond in Outlot B shall be maintained by the Homeowner's Association, in perpetuity.
2. Pursuant to the Agreement Concerning Purchase and Sale of Real Property for Expansion of the Town of Johnstown Water Treatment Plan, subsection 4(d): Repavement of Ballentine Boulevard and Carlson Boulevard. Upon completion of construction of the expanded WTP, the Town agrees to repave the portions of Ballentine Boulevard and Carlson Boulevard that are damaged due to the construction. Based on the foregoing, the property owners shall not be required to repave the roadways in connection with development of the West Lot, except that they shall remain obligated to: (i) improve the roadways as required by the Town's rules and regulations; (ii) repair damage to curb and gutter flow lines caused by development of the West Lot; and (iii) repave the roadways after the Town's completion of the repavement if subsequent development of the West Lot causes damage to the roads.

FINDINGS OF FACT

Findings of fact for the Change of Zone and Preliminary Plat are listed separately below.

Final Plat

Pursuant to Section 17-2-2(E)(1), A final plat shall be reviewed according to the following criteria.

- a. The layout and design of the final plat is substantially consistent with the approved preliminary plat considering the number and size of lots and outlots; the block layout, street designs and

access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments. Deviations made necessary due to the further detail in planning, design and engineering, and which meet the standards of this code, are generally considered “substantially consistent” with the preliminary plat, because this infill tract is served by all required infrastructure and utilities, and the lots are consistent with the existing subdivision. This property is subject to unique processes due to the PUD zoning. The Final Plat will be presented to the Planning & Zoning Commission and Town Council for recommendations and considerations, respectively.

b. The construction plans for any utilities, infrastructure, and public or common facilities meet all technical specifications, because most of the infrastructure and utilities have been installed for several years and the engineering department has reviewed all new plans.

c. All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided, and/or will be provided consistent with policies and procedures for construction and development.

d. The phasing and timing of required improvements ensures construction and performance guarantees. Any phasing that meets an approved preliminary plat is presumed acceptable. Any deviations of the final plats from an approved phasing plan shall not alter the timing or coordination of required improvements or amenities in the approved preliminary plat. No phasing is being proposed with this project.

e. No deviations in the Final Plat are being considered from any previously approved plans.

Strategic Plan Alignment:

Natural & Built Environment

- Guide growth in the community through appropriate annexation, zoning, planning, and land use development.

Legal Advice:

Resolution 2025-22 was prepared by the Town Attorney.

Financial Advice:

N/A

Recommended Action:

The Planning and Zoning Commission recommend that the Town Council approve Resolution 2025-22 for the Replat of Tract No. 1, of Corbett Glen Filing No. 1

Suggested Motions:

For Approval: I move that the Town Council approve Resolution 2025-22 for the Replat of Tract No. 1, of Corbett Glen Filing No. 1.

For Denial: I move that the Town Council deny the Replat of Tract No. 1, of Corbett Glen Filing No. 1, pursuant to the following finding(s)...

Reviewed and Approved for Presentation

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

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2025-22

APPROVING THE REPLAT OF TRACT 1, CORBETT GLEN FILING 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 2.379 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, Argyll Properties, LLC, a Colorado limited liability company, and Gillam Development corporation, a Colorado corporation, submitted an application to the Town for approval of the Replat of Tract 1, Corbett Glen Filing 1, located in the Northeast Quarter of Section 1, Township 4 North, Range 68 West 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 2.379 acres; and

WHEREAS, on August 13, 2025, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Replat of Tract 1, Corbett Glen Filing 1; and

WHEREAS, on September 15, 2025, the Town Council held a public hearing concerning approval of the Replat of Tract 1, Corbett Glen Filing 1, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Replat of Tract 1, Corbett Glen Filing 1 is substantially consistent with the Town’s Comprehensive Plan and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Replat of Tract 1, Corbett Glen Filing 1.

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

Section 1. Plat Approval: The Replat of Tract 1, Corbett Glen Filing 1, located in the Northeast Quarter of Section 1, Township 4 North, Range 68 West 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 2.379 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Replat of Tract 1, Corbett Glen Filing 1 and have it properly recorded at the Office of the Weld County Clerk and Recorder.

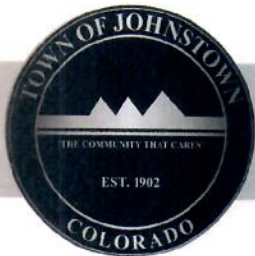
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of _____, 2025.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Meghan Martinez, Town Clerk

By: _____
Michael P. Duncan, Mayor



Town of Johnstown

LAND USE APPLICATION & COST REIMBURSEMENT AGREEMENT

Project Name: REPLAT OF TRACT 1 OF CORBETT GLEN FILING 1
Description: SUBDIVIDE TRACT 1 INTO 6 S.F. LOTS
General: ☐ Site Dev Plan ☐ Use by Special Review ☐ Conditional Use Grant ☐ Variance
☐ Annexation ☐ Establish or Change Zoning
PUD: ☐ Outline Dev Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan ☐ Combined Prelim/Final
Subdivision: ☒ Replat/Lot Line ☐ Preliminary Plat ☐ Final Plat ☐ Combined Prelim/Final
Wireless: ☐ Small Cell ☐ EFR or Base Station ☐ Alt. Tower Structure ☐ Tower/Other (USR)
Amendment: ☐ Land Use Code ☐ Comprehensive Plan ☐ Future Land Use Map (Comp Plan)
Construction: ☐ Home Model Review ☐ Stand-alone Utility/Road Plans
Floodplain: ☐ C-LOMR Review ☐ Floodplain Development Permit

Submit all required and supplemental project materials to: planning@johnstownco.gov

Site Address: N.E. CORNER OF CARLSON BLVD. & BAUENTINE BLVD. Parcel #: 106101401260
Applicant*: GILLAM DEVELOPMENT CORPORATION
Email: RHRFOR97@AOL.COM Telephone: (970) 222-7952
Consultant /Representative: BRUCE W. GILLAM
Email: AS ABOVE Telephone: _____

Landowner Authorization for Land Use Action: (Required*)

The undersigned (1) affirms ownership or authorized representation thereof of the subject property, and (2) hereby authorizes the individuals or entities listed herein as "Applicant" and/or "Representative" to represent me/us in all aspects of the land use process for the project being submitted with this application.

*Landowner(s): WHITE RANGE LLC AND GILLAM DEVELOPMENT CORP

*Email: RHRFOR97@AOL.COM *Telephone: (970) 222-7952

☐ Please keep me informed of the status and progress of this project via email.

Wayne Hochstetler, Manager

*Signature of Landowner

Bruce W. Gillam, Pres.

*Signature of Landowner

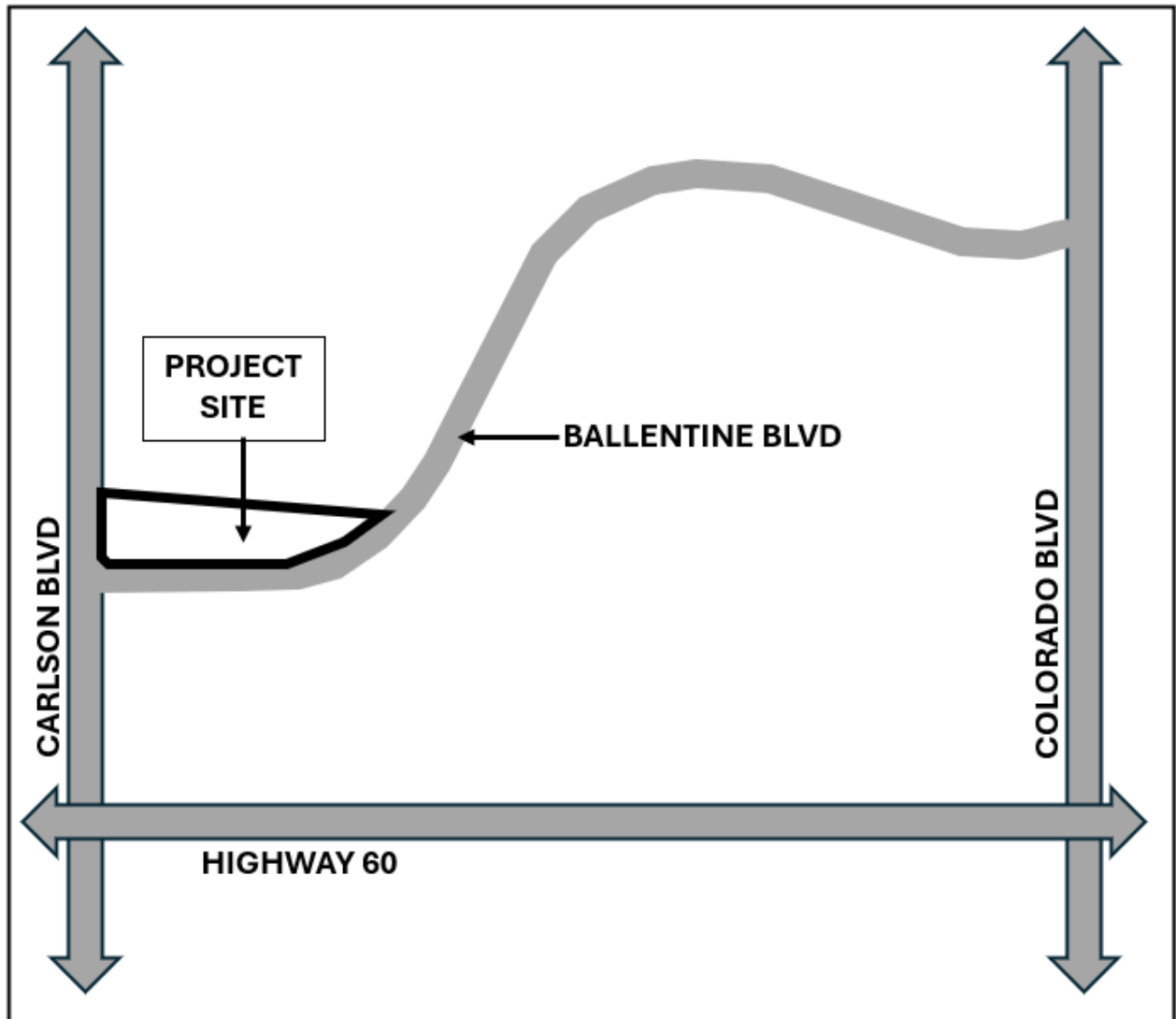
*Attach a Statement of Authority and Certificate of Good Standing, if this is a corporate or other entity.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Vicinity Map



REPLAT OF TRACT 1, CORBETT GLEN FILING 1
LOCATED IN THE NORTHEAST QUARTER OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 68 WEST 6TH P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 1 OF 2

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT ARGYLL PROPERTIES, LLC, AND GILLIAM DEVELOPMENT CORPORATION, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

TRACT "1"
CORBETT GLEN FILING 1
RECEPTION NO. 2984446
TOWN OF JOHNSTOWN
COUNTY OF WELD
STATE OF COLORADO

CONTAINING 103640 SQ. FT. OR 2.379 ACRES±

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, TRACTS, OUTLOTS, AND EASEMENTS AS SHOWN ON THIS MAP TO BE KNOWN AS REPLAT OF TRACT 1, CORBETT GLEN FILING 1 AND DO HEREBY DESIGNATE AND DEDICATE ALL EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

OWNER/DEVELOPER

ARGYLL PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____
NAME

NOTARY

STATE OF _____)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____
DAY OF _____, 20____,

BY _____ AS _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

OWNER/DEVELOPER

GILLIAM DEVELOPMENT CORPORATION, A COLORADO CORPORATION

BY: _____
NAME

NOTARY

STATE OF _____)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 20____,

BY _____ AS _____

WITNESS MY HAND AND SEAL _____

MY COMMISSION EXPIRES _____

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS REPLAT OF TRACT 1, CORBETT GLEN FILING 1, 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

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED.

BY: _____ BY: _____
QWEST COMMUNICATIONS EXCEL ENERGY

UTILITIES APPROVAL

THE REQUIRED WATER RIGHTS AND/OR NECESSARY CASH PAYMENTS HAVE BEEN TRANSFERRED TO THE TOWN OF JOHNSTOWN AND THE FINAL UTILITY PLANS HAVE BEEN APPROVED. UTILITY EASEMENTS ARE ADEQUATE AS SHOWN.

WATER/SEWER UTILITIES ELECTRIC UTILITIES

GENERAL 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.

STORM SYSTEM MAINTENANCE NOTE

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

GENERAL NOTES

- 1.) THE LINEAL UNITS USED ON THIS PLAT ARE IN U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.
- 2.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508, C.R.S.
- 3.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 4.) HERITAGE TITLE COMPANY TITLE REPORT FILE NUMBER 598-HS0833321-414, EFFECTIVE DATE JULY 23, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 5.) ALL LOT CORNER MONUMENTS SHALL BE SET PER COLORADO STATE STATUTE 38-51-105.
- 6.) BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1 BEING ASSUMED TO BEAR N89°22'41"E BETWEEN THE MONUMENTS SHOWN HEREON.
- 7.) FEMA: ACCORDING TO FEMA MAP NO. 08069C1405G, MAP REVISION DATE OF JANUARY 15, 2021, AREA IS INDICATED AS WELD COUNTY UNINCORPORATED AREAS (AREA NOT INCLUDED).

TRACT SUMMARY TABLE

TRACT	PURPOSE	ACREAGE±	OWNERSHIP	MAINTENANCE
OUTLOT A	UTILITY AND DRAINAGE	0.665	H.O.A.	H.O.A.
OUTLOT B	UTILITY AND DRAINAGE	0.386	H.O.A.	H.O.A.



VICINITY MAP
NOT TO SCALE

TITLE CERTIFICATION

I, _____, AN AUTHORIZED REPRESENTATIVE OF HERITAGE TITLE COMPANY DULY FORMED AND EXISTING PURSUANT TO THE STATUTES OF COLORADO FOR THE PURPOSE OF INSURING TITLES TO REAL PROPERTY IN COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN ABOVE INDICATED AND SHOWN UPON THE WITHIN PLAT AS PUBLIC WAYS AND EASEMENTS AND THAT THE TITLE TO SUCH LANDS IS THAT OF THE DEDICATOR'S, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES OF RECORD, EXCEPT THOSE LIENS AND ENCUMBRANCES SHOWN IN HERITAGE TITLE COMPANY TITLE REPORT FILE NUMBER 598-HS0833321-414, EFFECTIVE DATE JULY 23, 2024.

SIGNED AND DATED THIS _____ DAY OF _____, 20____.

FIDELITY NATIONAL TITLE INSURANCE COMPANY:

PRINTED NAME _____ SIGNATURE _____

TITLE _____

SURVEYORS CERTIFICATE

I ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF REPLAT OF TRACT 1, CORBETT GLEN FILING 1, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF.

For Review
07/28/2025 12:38:18 PM

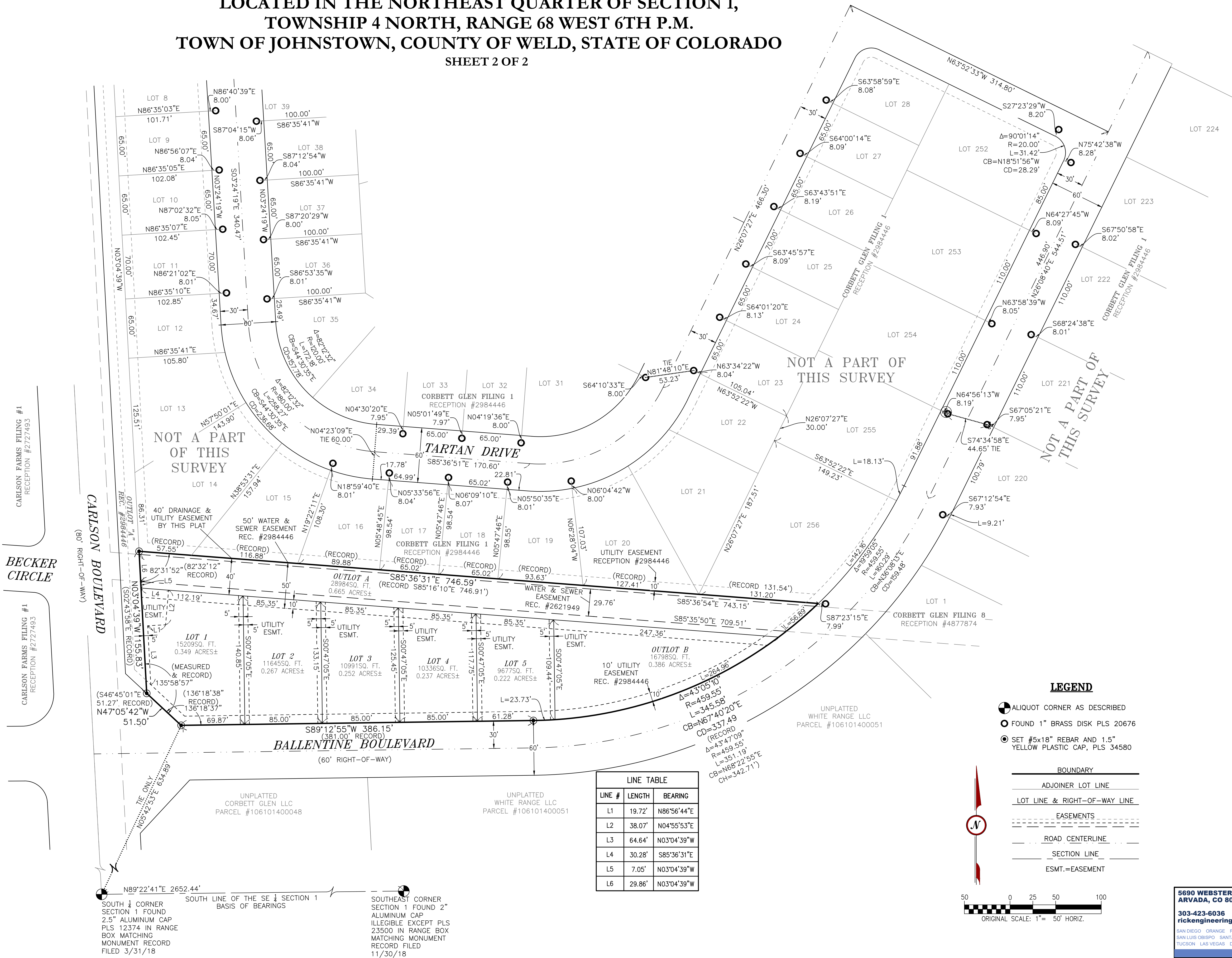
ROBERT J. HENNESSY, P.L.S. 34580, LICENSED COLORADO LAND SURVEYOR
FOR AND ON BEHALF OF RICK ENGINEERING CO.

5690 WEBSTER STREET
ARVADA, CO 80002

303-423-6036
rickengineering.com

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO
SAN LUIS OBISPO SANTA CLARITA PHOENIX
TUCSON LAS VEGAS DENVER

REPLAT OF TRACT 1, CORBETT GLEN FILING 1
LOCATED IN THE NORTHEAST QUARTER OF SECTION 1,
TOWNSHIP 4 NORTH, RANGE 68 WEST 6TH P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SHEET 2 OF 2



5690 WEBSTER STREET
ARVADA, CO 80002
303-423-6036
rickengineering.com

RICK

SAN DIEGO ORANGE RIVERSIDE SACRAMENTO
SAN LUIS OBISPO SANTA CLARITA PHOENIX
TUCSON LAS VEGAS DENVER

GENERAL LANDSCAPE NOTES

1. STATEMENT OF INTENT: DECIDUOUS AND EVERGREEN SHRUBS SOFTEN THE VISUAL APPEAL OF THE DETENTION POND AND UTILITY EASEMENT, WHICH ARE SEEDED WITH NATIVE GRASSES.
2. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE STANDARDS AND SPECIFICATIONS. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE TOWN'S ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE DEVELOPER/CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
3. IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO REPLACE ALL DEAD PLANT MATERIAL AND/OR RE-SOD OR SEED TURF AREAS THAT ARE NOT ESTABLISHED DURING THE WARRANTY PERIOD ESTABLISHED BY THE DEVELOPMENT AGREEMENT FOR THIS PROJECT.
4. THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE CITY AND COUNTY SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
5. THE DEVELOPER, THEIR SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL IMPROVEMENTS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN ON FILE IN THE PLANNING DEPARTMENT.
6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
7. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
8. THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
9. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
10. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
11. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8"-12" AND AMENDED.
12. ALL LANDSCAPED AREAS ARE TO RECEIVE SOIL AMENDMENT OF COMPOST AT 3 CU YDS/1,000SF.
13. SHRUB, GROUND COVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 4" x 14 GAUGE,

- GREEN, ROLL TOP, INTERLOCKING TYPE EDGER, RYERSON OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS OR WALKS WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
14. ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 3" DEPTH, 1-1/2" WASHED RIVER ROCK LANDSCAPE MULCH OVER MIRAFI, OR APPROVED EQUAL, WEED FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 3" DEPTH CASCADE SHREDDED CEDAR LANDSCAPE MULCH. NO WEED FABRIC IN GROUND COVER OR PERENNIAL AREAS.
15. EXISTING TREES TO REMAIN SHALL BE PRUNED OF ANY DEAD OR BROKEN LIMBS AND PROTECTED FROM DAMAGE DURING CONSTRUCTION BY AN ORANGE 4-FOOT HEIGHT CONSTRUCTION FENCE SECURED WITH STEEL T-POSTS AT THE DRIP LINE OF EACH TREE. SUFFICIENT POSTS SHALL BE USED TO MAINTAIN THE FENCE IN ERECT CONDITION AT ALL TIMES. NO AMOUNT OF CUT OR FILL SHALL BE ALLOWED WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN.
16. EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDDED AND RESTORED WITH SPECIFIED SEED MIX.
17. CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
18. ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION.
19. WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
20. ALL PLANTER AREAS TO BE IRRIGATED BY A WATER EFFICIENT AUTOMATIC IRRIGATION SYSTEM. NOXIOUS WEEDS SHALL BE MONITORED AND SPRAYED BEFORE, DURING AND AFTER CONSTRUCTION. SPRAYING OF NOXIOUS WEED SHALL BE CONDUCTED IN A MANNER THAT PREVENTS SPRAY RESIDUE FROM ENTERING THE RESERVOIR AND ALL WATERWAYS.
21. ALL SOILS IN PLANTER AREAS SHALL BE UNCOMPACTED, TILL BEFORE PLANTING OF ALL PLANT MATERIALS.
22. PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT AROUND ORNAMENTAL GRASSES.
23. ALL TREES AND SHRUBS SHALL BE VERIFIED FOR SIGHT TRIANGLES AND CLEAR ZONE REQUIREMENTS, PRIOR TO PLANTING. IF TREES OR SHRUBS ARE PLANTED NOT ACCORDING TO PLAN AND ARE IN THE SIGHT TRIANGLES, THE CONTRACTOR WILL BE REQUIRED TO MOVE THEM AT NO ADDITIONAL COST.
24.

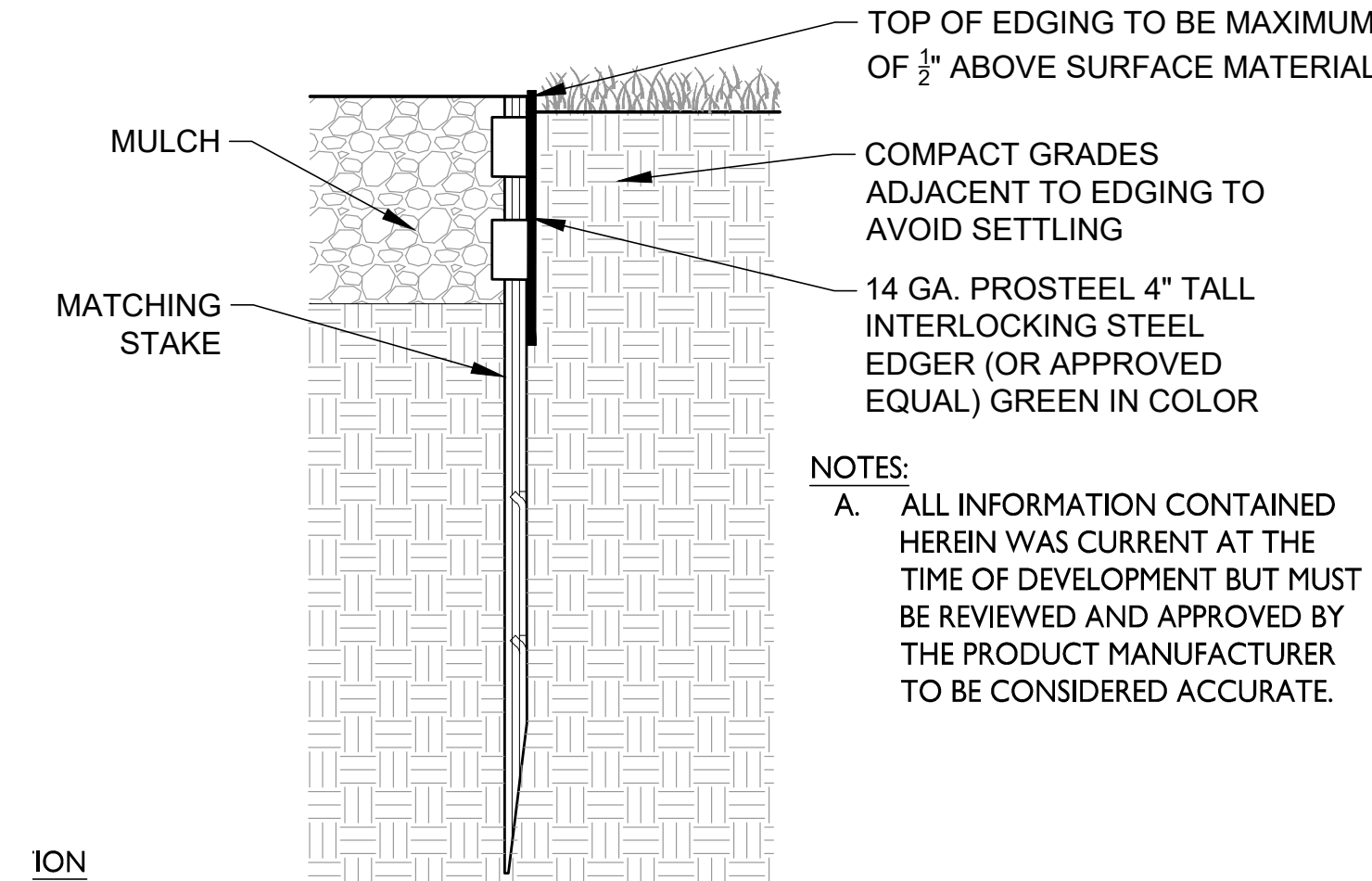
IRRIGATION NOTES

1. ALL NEW LANDSCAPING TO BE WATERED WITH WATER EFFICIENT IRRIGATION SYSTEM. DRIP IRRIGATION SHALL BE USED ON SHRUBS BED. OVERHEAD SPRAY IRRIGATION SHALL BE USED ON ALL TURF. OVERHEAD SPRAY IRRIGATION SHALL BE USED ON ALL NATIVE SEED UNTIL ESTABLISHED.

NATIVE PRAIRIE SEED MIX

BLUE GRAMA.....	1.5 PLS / ACRE	WESTERN WHEATGRASS....	5.2 PLS / ACRE
BUFFALOGRASS.....	2.4 PLS / ACRE	GREEN NEEDLEGRASS.....	3.0 PLS / ACRE
SIDE OATS GRAMA.....	2.7 PLS / ACRE	SAND DROPSEED.....	0.18 PLS / ACRE

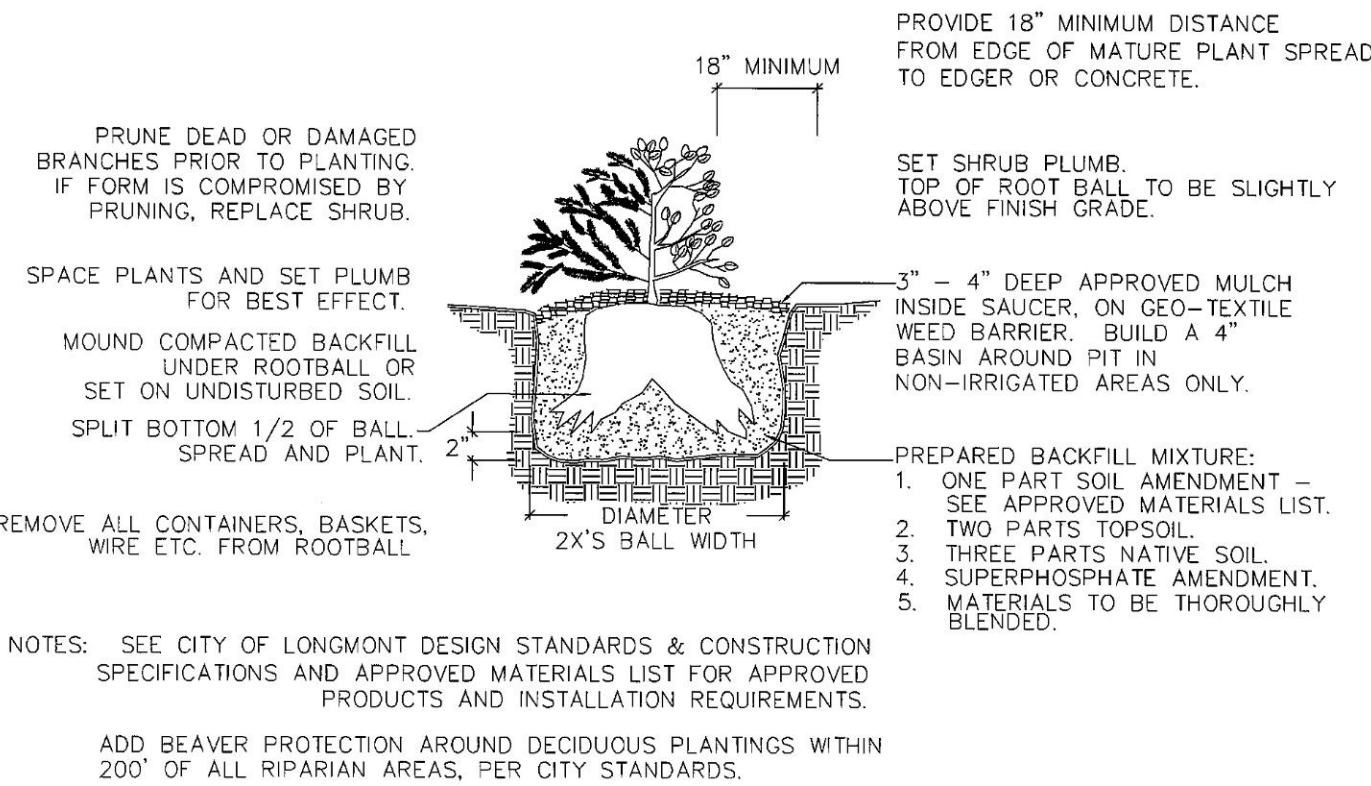
TREE PLANTING DETAIL



STEEL EDGER

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	HEIGHT X SPREAD
EXISTING TREES							
	EXDE	3	EXISTING DECIDUOUS TREE TO REMAIN				
	EXEV	2	EXISTING EVERGREEN TREE TO REMAIN				
DECIDUOUS SHRUBS							
	RORU	6	ROSA RUGOSA	RUGOSA ROSE	5 GAL.	CONTAINER	6'X5'
	SPVA	6	SPIRAEA X VANHOUTTEI	VANHOUTTE SPIREA	5 GAL.	CONTAINER	6'X6'
	VILA	5	VIBURNUM LANTANA 'MOHICAN'	MOHICAN WAYFARING TREE	5 GAL.	CONTAINER	8'X8'
EVERGREEN SHRUBS							
	PIMU	3	PINUS MUGO	MUGO PINE	5 GAL.	CONTAINER	6'X6'
GROUND COVERS							
			PROPOSED NATIVE PRAIRIE SEED MIX				
			EXISTING NATIVE GRASS TO REMAIN				
			EXISTING IRRIGATED TURF TO REMAIN				

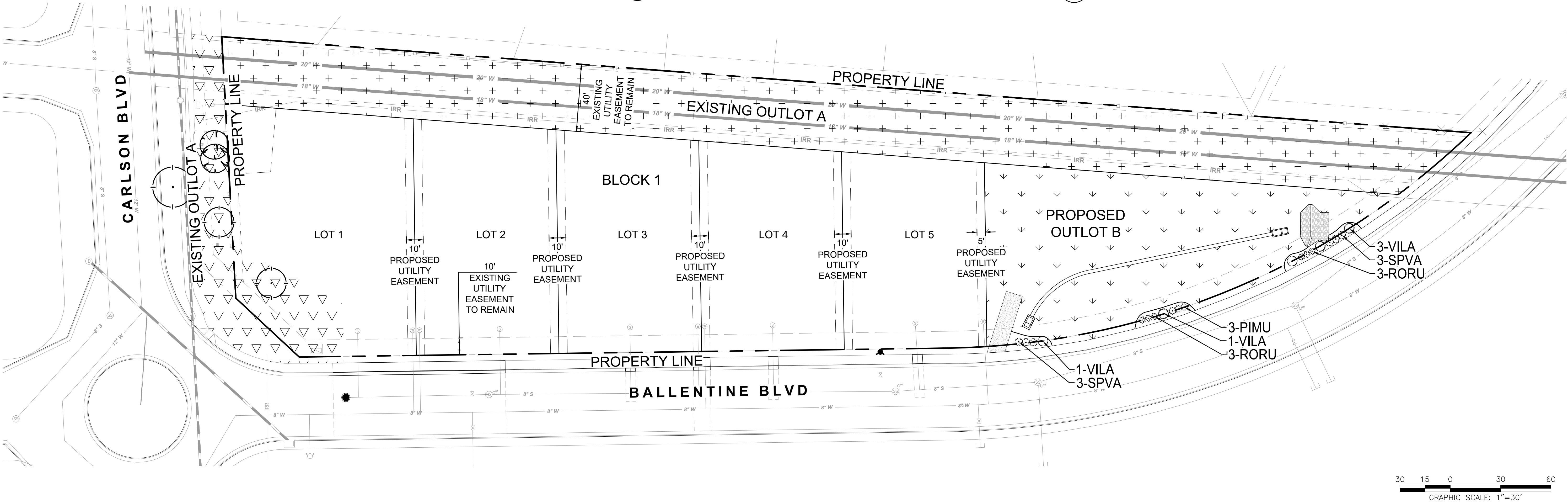


SHRUB PLANTING DETAIL

LANDSCAPE CALCULATIONS \$D.2.m

SPACE	LENGTH x WIDTH	AREA	REQUIRED LIVE COVERAGE	PROVIDED LIVE COVERAGE	REQUIRED TREES	PROVIDED TREES*	REQUIRED SHRUBS	PROVIDED SHRUBS*
EXISTING OUTLOT A	750' x 40' VARIES	33,922 SF	25,442 SF	33,922 SF	0	3	0	0
PROPOSED OUTLOT B	254' x 113' VARIES	17,818 SF	13,364 SF	16,758 SF	4	0	20	20

*ALL PROPOSED REQUIRED LANDSCAPING FOR ALL AREAS TO BE PLACED WITHIN TRACT A. EXISTING OUTLOT A IS EXISTING STREETScape LANDSCAPING TO REMAIN AND A UTILITY EASEMENT PLANTED WITH ONLY NATIVE SEED.



CONSTRUCTION DOCUMENTS PREPARED FOR:

REPLAT OF TRACT 1
CORBETT GLEN FILING 1

WELD COUNTY, CO

303-423-6036
rickengineering.com

5690 WEBSTER STREET
ARVADA, CO 80002

PROJECT NO: 2402
DATE: 05/09/2025

DRAWN/DESIGNED BY: JSG
CHECKED BY: KSN

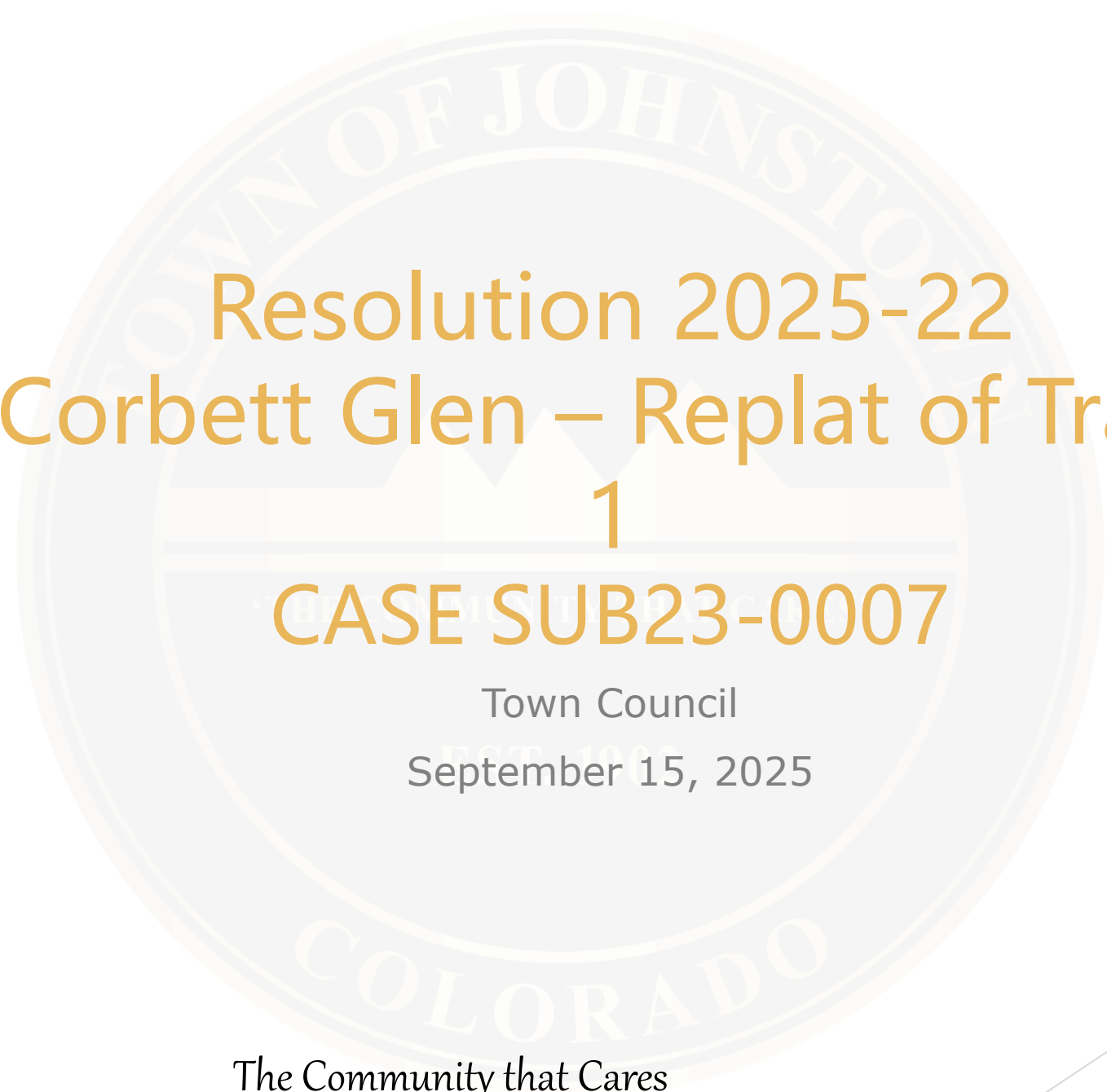
LANDSCAPE PLAN, DETAILS, AND NOTES

CONSTRUCTION DOCUMENTS

Know what's below.
Call before you dig.

DRAWING NO.
LS-01

SHEET NO. 04 OF 11

The seal of the Town of Johnston, Colorado, is a circular emblem. It features a central shield with a mountain peak, a sun, and a river. The words "TOWN OF JOHNSTON" are arched across the top, and "COLORADO" is arched across the bottom. The year "EST. 1905" is visible at the bottom of the shield.

Resolution 2025-22 Corbett Glen – Replat of Tract

1

CASE SUB23-0007

Town Council

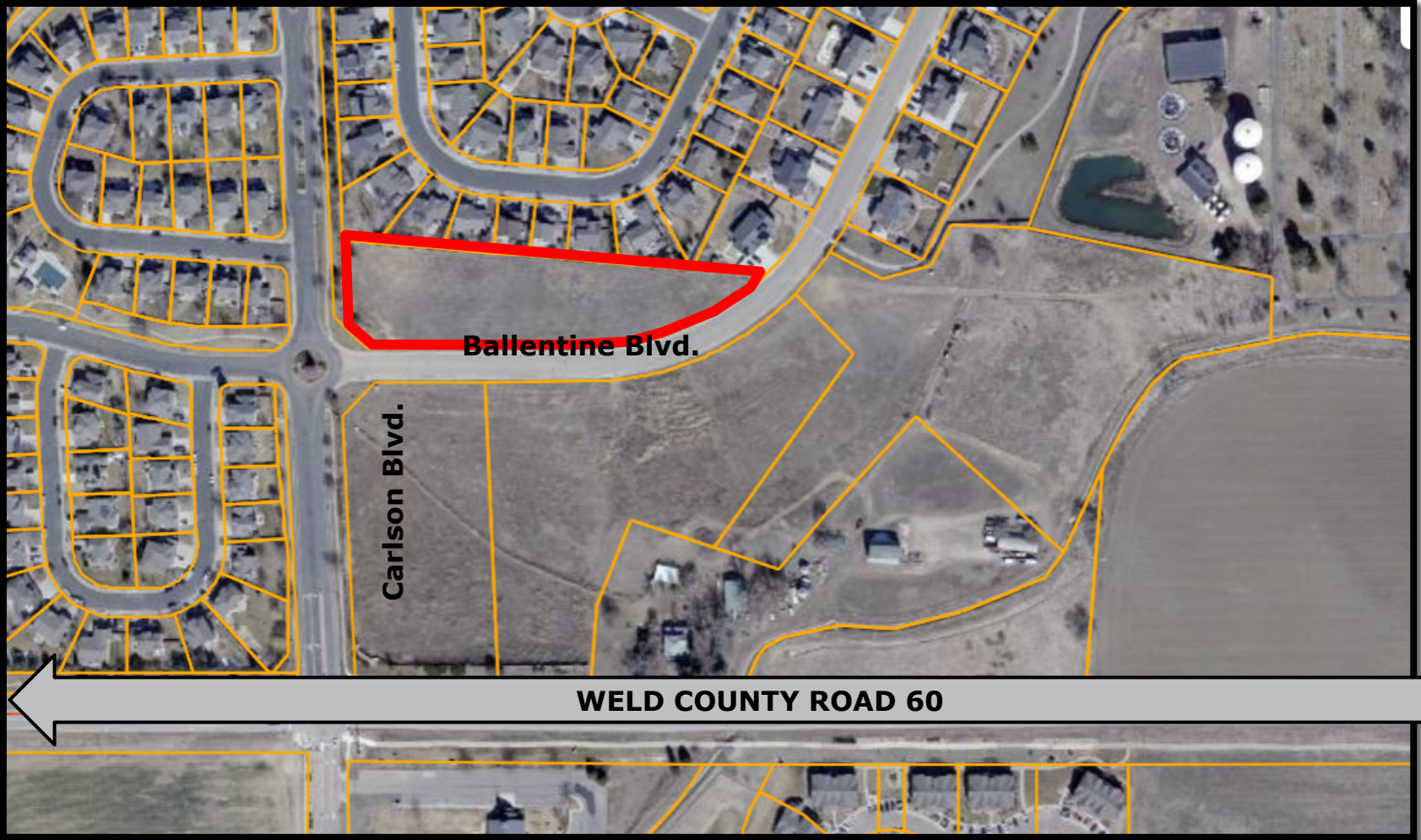
September 15, 2025

The Community that Cares

VICINITY MAP

Location: Northeast corner of
Carlson Blvd. and Ballentine Blvd.

Size: 2.4 acres



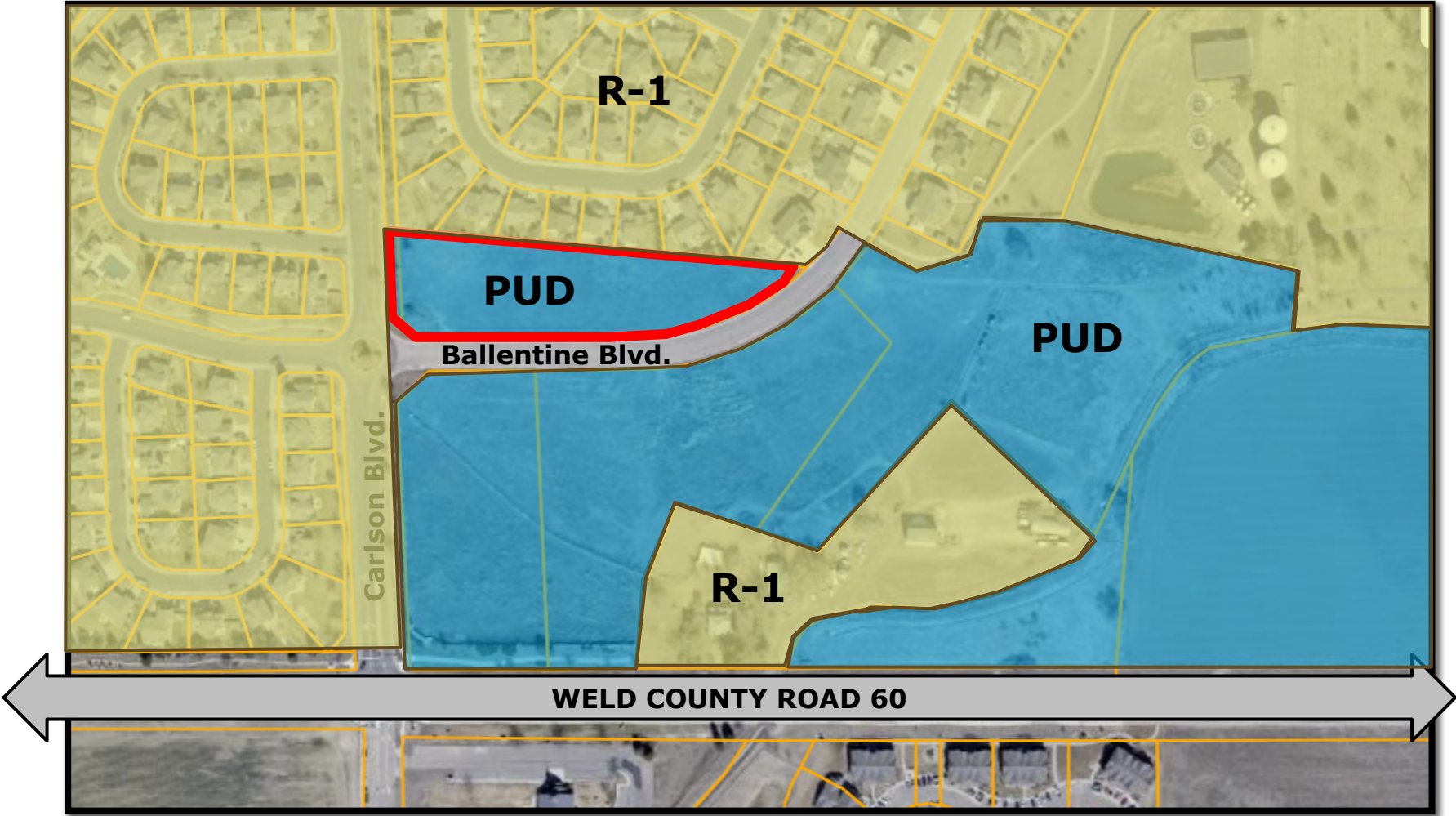
The Community that Cares

ZONING

Zoning: PUD

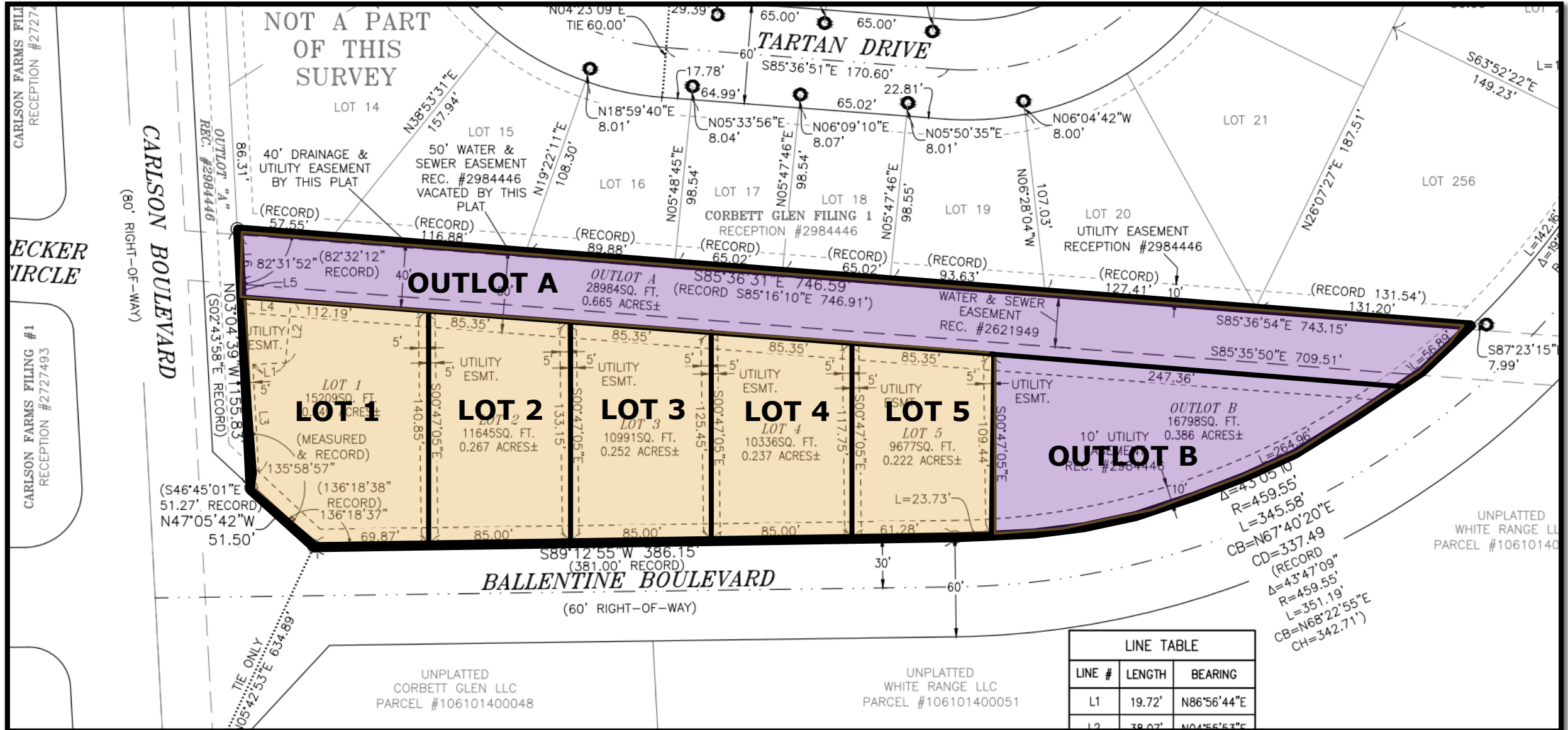
Land Uses

- North: Single Family Homes
- East: TOJ Water Treatment Facility
(Under Construction)
- South: Vacant Land
- West: Single Family Homes



The Community that Cares

PLAT



RECOMMENDATION

Corbett Glen – Replat of Tract 1

Based on the content and findings in the staff report and presentations, the Planning & Zoning Commission recommend that the Town Council APPROVE Resolution 2025-22 for the Replat of Tract 1, in Filing No. 1 of the Corbett Glen Subdivision, Case No. SUB23-0007.



The Community that Cares



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: September 15, 2025

Subject: Water and Sewer Service Agreement for the Replat of Tract 1, Corbett Glen Filing 1

Attachments: 1. Water & Sewer Service Agreement

Presented by: Jeremy Gleim, Planning and Development Director

Agenda Item Description:

In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated August 14, 2025. Said analysis was received by the Town, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated August 15, 2025, is hereby accepted by the Town.

Strategic Plan Alignment:

Quality Infrastructure & Facilities

- Establish and maintain levels of service

Legal Advice:

The Water and Sewer Service Agreement was reviewed by the Town Attorney.

Financial Advice:

N/A

Recommended Action:

That the Town Council approve the Water and Sewer Service Agreement for the Replat of Tract 1, Corbett Glen Filing 1

Suggested Motions:

For Approval: I move to approve, subject to all exhibits being executed, the Water Sewer Service Agreement as presented.

For Denial: I move to deny the Water Sewer Service Agreement as presented.

Reviewed and Approved for Presentation



Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____ 2025, by and between **GILLAM DEVELOPMENT CORPORATION, INC.**, a Colorado corporation ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, Developer owns an interest in a portion of land located in a portion of the SE1/4 of Section 1, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, known as Corbett Glen Filing 1, Replat of Tract 1, and described more particularly in Exhibit "A" ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement between Ronald S. Sloan, Lawrence E. Sloan, Donald S. Sloan, Joanne Sloan, Wanda Lou Krebill, and Anna Belle Lenore Cook, as Owner, and the Town dated September 16, 1996; and

WHEREAS, the Subject Property is being developed as 5 single family lots with a total of 0.57 acre of residential irrigated landscaping (5,000 ft² per lot); and

WHEREAS, Outlot B will contain 0.03 acre of permanent drip-irrigated landscaping and 0.37 acre of temporarily irrigated native grass

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated August 14, 2025. Said analysis was received by the Town, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated August 15, 2025, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Subject Property is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	1.65	0.08
Residential Irrigation (Permanent)	1.46	1.24
Residential Irrigation (Temporary)	0.37	0.31
Total	3.48	1.63

2. Water Rights Dedication. The Developer must dedicate raw water to Johnstown to meet the total annual water demand of 3.48 acre-feet for the Subject Property. Upon establishment and permanent disabling of the irrigation system providing water to the temporarily irrigated native grasses, Developer may provide written notice to the Town of such act. Upon written notice from the Town to Developer that the Town has accepted the permanent disabling of the irrigation system, Developer may, with the Town's written consent, assign the 0.37 acre-feet to another project or development within the Town's boundaries.

- a. Developer will dedicate 0.54 acre-feet of raw water pursuant to an agreement between Developer and Twin Silos, LLC, a Colorado limited liability company ("Twin Silos"), wherein Twin Silos agreed to transfer 0.54 acre-feet of the surplus raw water credit set forth in that certain Water and Sewer Service Agreement executed between Twin Silos and the Town on or about February 28, 2019, to Developer. Evidence of said agreement is attached as Exhibit "B".
- b. Developer will dedicate 1.89 acre-feet of raw water from the Gillam Water Bank created on February 15, 2023. Evidence of said agreement is attached as Exhibit "C".
- c. Developer will dedicate 1.05 acre-feet of raw water from the White Range Water Bank created on February 15, 2023. Evidence of such agreement is attached as Exhibit "D".

3. Surplus dedication credit. None.

4. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 1.65 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service, 1.46 acre-feet permanently for residential irrigation and drip irrigation in Outlot B, and 0.37 acre-feet temporarily for irrigation of native grasses in Outlot B, as described above.

5. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water

demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of One Thousand and Fifty dollars (\$1,050.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 3.48 acre-feet per year of estimated water demand and estimated consumptive use of 1.63 acre-feet per year (7 SFE) for the Subject Property. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

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

TO DEVELOPER:

Gillam Development Corporation
Attn: Bruce W. Gillam
100 Rolling Hills Ranch Dr.
Johnstown, CO 80534
Email: rhfor97@aol.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: Notices@JohnstownCo.Gov

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3401
Denver, CO 80264
Email: peterampe@hillandrobbs.com

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

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

9. Successors and Assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

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

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

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for Convenience Only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

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

15. Choice of Laws and Venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

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

17. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel

of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

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

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

Signatures follow.

GILLAM DEVELOPMENT CORPORATION, INC.

By: Bruce W. Gillam
Bruce W. Gillam, President

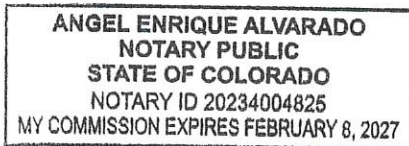
ATTEST:

Bruce W. Gillam
Secretary

STATE OF COLORADO)
) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 05 day of September, 2025 by
Bruce W. Gillam, President of Gillam Development Corporation, Inc..

Witness my hand and official seal.



[Signature]
Notary Public

100 Johnstown Center Drive Johnstown, CO 80534
Address
970-336-6084
Telephone

My Commission Expires: 02-08-2027

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Meghan Martinez, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT
(TWIN SILOS, LLC)

Twin Silos, LLC, a Colorado limited liability company, hereby acknowledges and agrees that the Town of Johnstown may transfer and allocate 0.54 acre-feet of surplus raw water credit set forth in that certain Water and Sewer Service Agreement ("WSSA") executed between Twin Silos and the Town on or about February 28, 2019 to Gillam Development Corporation, Inc. for use at the property known as Corbett Glen Filing 1, Replat of Tract 1.

The undersigned certifies that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Twin Silos, LLC.

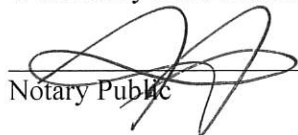
Twin Silos, LLC

By: 
Name: Graham Dewitt
Title: Managing Member

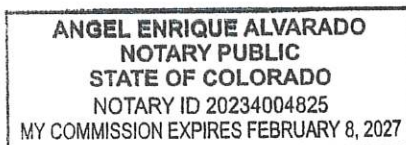
STATE OF COLORADO)
) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 05 day of September, 2025 by
Graham Dewitt, Managing Member of Twin Silos, LLC.

Witness my hand and official seal.



Notary Public



My Commission Expires: 02-08-2027

EXHIBIT C
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT
(GILLAM WATER BANK)

Gillam Development Corporation, Inc. a Colorado corporation, hereby acknowledges and agrees that the Town of Johnstown may transfer and allocate 1.89 acre-feet of raw water credit from the Gillam Water Bank, created on February 15, 2023, to Gillam Development Corporation, Inc. for use at the property known as Corbett Glen Filing 1, Replat of Tract 1.

The undersigned certifies that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gillam Development Corporation, Inc.

Gillam Development Corporation, Inc.

By: Bruce W. Gillam Date: 9/4/25
Name: BRUCE W. GILLAM
Title: PRESIDENT

EXHIBIT D
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT
(WHITE RANGE, LLC)

White Range, LLC, a Colorado limited liability company, hereby acknowledges and agrees that the Town of Johnstown may transfer and allocate 1.05 acre-feet of raw water credit from the White Range Water Bank, created on February 15, 2023, to Gillam Development Corporation, Inc. for use at the property known as Corbett Glen Filing 1, Replat of Tract 1.

The undersigned certifies that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of White Range, LLC.

White Range, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2025 by
_____, Managing Member of White Range, LLC.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____



450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: September 15, 2025

Subject: Water Lease Agreement Between Town of Johnstown and Coulson Excavating Company

Attachments: 1. Water Lease Agreement
2. Map

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is a Water Lease Agreement between the Town of Johnstown and Coulson Excavating Company. This agreement is a result of negotiations between the parties and both this and the subsequent agenda item (Optional Agreement for the Purchase and Sale of Real Property) go hand in hand towards creating a full agreement. It is necessary to make note of this subsequent agreement now because elements in the Water Lease Agreement reference the Optional Agreement for the Purchase and Sale of Real Property.

As background, Coulson Excavating Company owns the property generally depicted on the attached Map consisting of approximately 125 acres commonly known as the Stroh Farms Property. Coulson made application through both the State of Colorado and Larimer County for a mining permit. Following legal challenges by opposing parties, the court upheld the mining permit. As part of any mining permit, there is also an augmentation plan that must be approved to ensure that water owners are not injured as part of the mining operation. The augmentation plan requires return of water to the system and this Water Lease Agreement fills this need. It is important to note that Coulson Excavating has alternative methods in which they can fulfill the augmentation plan, but there is long-term benefit for the Town and adjacent residents by creating and acquiring both water storage vessels and open space adjacent to the Thompson River Ranch property.

The major terms of the water lease agreement provide for the following:

- The Town will make available up to 100 acre-feet (AF) of water annually to meet the needs of the augmentation plan and that in no month shall water needs exceed 20 AF unless requested in writing to the Town.
- The term of this agreement begins on January 1, 2026 and extends until December 31, 2035 unless both parties agree to an extension of up to two (2) years.
- The Town will be compensated \$400/AF annually - \$40,000 total. \$20,000 of the payment will be made to the Town annually while the remaining \$20,000 will be credited towards the Stroh Farms Property purchase agreement.
- Coulson has full and complete control and responsibility for the obligations associated with the augmentation plan and the Town has no liability associated the failure to meet the

conditions of the augmentation plan.

As part of the mining permit, once operations and excavating begin, Coulson will have an active permit of seven (7) years in which to complete its work associated with the permit.

Strategic Plan Alignment:

Natural & Built Environment

- Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities

Legal Advice:

The Town Attorney, Water Attorney assisted in development of the document as presented.

Financial Advice:

This segment of the agreement will result in revenue for the Town based on the water lease terms.

Recommended Action:

Staff recommends approval of the document as presented.

Suggested Motions:

For Approval: I move to approve the Water Lease Agreement between the Town of Johnstown and Coulson Excavating Company Inc. as presented and authorize for the Town Manager to execute the document as presented.

For Denial: I move to deny the Water Lease Agreement as presented between the Town and Coulson Excavating Company, Inc. as presented.

Reviewed and Approved for Presentation



Town Manager

WATER LEASE AGREEMENT

THIS WATER LEASE AGREEMENT is made and entered into by and between the TOWN OF JOHNSTOWN, Colorado, a Colorado home rule municipality ("Town") and COULSON EXCAVATING COMPANY, INC., a Colorado corporation whose address is 3609 Madison Ave, Loveland, CO 80538 ("Coulson").

WHEREAS, the Town owns certain rights to water which, pursuant to the Town's decreed water rights and Colorado state law, may be used, re-used, and successively used to extinction, including water rights decreed for augmentation or replacement of depletions (the "Fully Consumable Water"); and

WHEREAS, Coulson desires to lease from the Town Fully Consumable Water to replace depletions, including evaporative losses, caused by gravel mining along the Big Thompson River, as part of augmentation plans to be approved by the Water Court for Water Division 1 and as part of temporary substitute supply plans for current or future sand and gravel pits to be approved by the State of Colorado Division of Water Resources; and

WHEREAS, Coulson's sand and gravel mining operations are permitted through the Colorado Division of Reclamation, Mining, and Safety ("DRMS"), and Coulson is required under the terms of such permits to obtain a permanent Water Court-approved augmentation plan decree that ensures the perpetual replacement of all out-of-priority evaporative depletions to the Big Thompson River in a manner that prevents injury to senior water rights; and

WHEREAS, the Town desires to lease to Coulson, and Coulson desires to lease from the Town, certain amounts of Fully Consumable Water under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Water Lease

- a. Amount. The Town hereby leases to Coulson the right to receive 100 acre-feet of the Town's Fully Consumable Water, as further defined in paragraph 1.d of this Lease, on an annual basis (the "Leased Water").
- b. Term. This Water Lease is for a term of ten years commencing January 1, 2026 and ending December 31, 2035, with a mutual option to extend the Term until December 31, 2037, unless sooner terminated as provided herein or extended by mutual agreement of the parties.

- c. Deliveries. The Town shall deliver the Leased Water under this Lease as reasonably requested by Coulson, and at specific delivery times as requested by Coulson and as required by the terms of Coulson's augmentation plan decree that includes the Leased Water as a source of replacement. Coulson will use their best efforts to prioritize the use of the Leased Water under this Lease to the non-irrigation season.
- i. Monthly maximums. Coulson may request for delivery monthly amounts up to a maximum of 20 acre-feet in any particular month, unless otherwise agreed to in writing by the parties.
 - ii. Carryover. Coulson shall not have the right to carryover from month to month or from year to year any Leased Water that was deliverable but not requested for delivery.
 - iii. Timing. Before October 15 of each year, Coulson will provide to the Town a written estimate of the annual timing and quantity of delivery of Leased Water to the Town for the subsequent year. The estimate may be changed if Coulson provides written notice to the Town at least 7 days prior to the start of the month for which the estimate will be changed.
 - iv. Location. In consultation with Coulson, the Leased Water may be available for use by Coulson at the following locations on the Big Thompson River:
 1. The Outfall to the Big Thompson River from the Town of Johnstown's Low Point Waste Water Treatment Plant ("Johnstown LPWWTP") located in the NW ¼ of the NW ¼ of Section 24, Township 5 North, Range 68 West of the 6th PM.
 2. The Outfall to the Little Thompson River from Johnstown's Central Wastewater Treatment Plant ("Johnstown CWWTP") located in the NW ¼ of the NE ¼ of Section 10, Township 4 North, Range 67 West of the 6th PM;
 3. The Outfall to Big Thompson River from the Thompson River Ranch pipeline located in the NE ¼ of the NW ¼ of Section 23, Township 5 North, Range 68 West, 6th PM;

4. Any other location agreed to in writing by the parties.
- v. Drought or Emergency Conditions. The Town shall only be obligated to deliver the Leased Water to Coulson if water meeting the requirements of this Lease is reasonably available to the Town. In the event of a drought or other conditions, restrictions, or emergency situations beyond the control of the Town which limit the Town's ability to deliver all or a portion of the Leased Water to Coulson, as determined at the sole discretion of the Town, the Town shall not be required to deliver the Leased Water under the terms of this Lease until such time as conditions permit the same.
- d. Sources.
 - i. The Town may make available for Coulson any Fully Consumable Water that may lawfully be entitled to use to extinction. The Town shall have the right to deliver the Leased Water to Coulson from any sources described below, at the Town's sole discretion or under the terms described below, and shall have the right to determine if any or all of the Leased Water shall be first use or subsequent use water. Such sources of supply may include, but are not specifically limited to:
 1. Fully consumable water decreed by the District Court, Water Division No. 1 in Case Nos. 90CW202, 98CW410, 06CW224, and 20CW3011.
 2. Fully consumable water decreed by the District Court, Water Division No. 1 in Case No. 07CW14.
 3. Fully consumable water decreed by the District Court, Water Division No. 1 in Case No. 14CW3160.
 4. Any water subsequently acquired by the Town that is fully consumable.
 - ii. Coulson shall take and use the Leased Water as is and the Town makes no express or implied warranties of any kind or nature concerning the quality of the Leased Water delivered under this Lease.

2. **Consideration for Water Lease.** In consideration of the right to receive the Leased Water, Coulson shall, upon execution of this Lease:
- a. Execute the Option Agreement between the Town and Coulson for the Town's Option to Purchase approximately 125+/- acres known as Stroh Farm, located in parts of Section 14 and 23 of Township 5 North, Range 68 West of the 6th P.M. in Larimer County. Such option shall be in a form substantially similar to that attached as Exhibit 1.
 - b. Rental fees. The parties stipulate the rental value of the Leased Water for purposes of this Water Lease Agreement shall be \$400 per acre-foot. Coulson shall pay on annual basis, half of the rental fee in the amount of \$200 per acre foot of Leased Water or \$20,000 payable on or before December 31 of the calendar year preceding the lease year. (For the avoidance of doubt, half of the rental fee in the amount of \$20,000 for the 2026 calendar year shall be due to the Town on or before December 31, 2025). The remaining half of the rental fee for the Leased Water shall be withheld on an annual basis in support of the further consideration set forth in paragraph "2(a)" above, and shall be credited towards the purchase price of Stroh Farm upon the Town's election to exercise the option described above ("Deferred Lease Payment"). The total of each annual Deferred Lease Payment shall be referred to, for purposes of this Water Lease Agreement and the Option Agreement, as the Total Deferred Lease Payment. The Total Deferred Lease Payment shall be a credit toward the closing of the purchase of Stroh Farm as described in the Option Agreement or, if the Town does not exercise the option to purchase Stroh Farm or the Option Agreement terminates for any reason, shall be paid within ten (20) business days thereafter.
3. **Coulson Obligation to Decree, Operate, and Maintain Augmentation Plan.**
- a. The Parties agree that the Town is not responsible for the implementation of any temporary substitute water supply plan ("SWSP") or augmentation plan that uses the Leased Water as a source of replacement. Coulson is responsible for all costs and expenses of obtaining approval of any SWSP or augmentation plan required for their development of sand and gravel mining, including but not specifically limited to the Application of Coulson in Case No. 19CW3157, Water Division 1. The Town shall have no obligation in any way related to augmentation of structures owned or operated by Coulson. This provision shall survive termination of this Water Lease Agreement.
 - b. The Town shall reasonably cooperate with Coulson as necessary to assist Coulson in obtaining a decree in Case No. 19CW3157 for an augmentation plan for Coulson's existing and former gravel pits. The Town shall participate in Case No. 19CW3157 as an opposer as necessary to protect the Town's interests and water

rights from injury. Coulson will reimburse the Town for any costs incurred by the Town in response to a specific request for assistance by Coulson.

4. **Notices.** Written notices required under this Water Lease and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or sent by electronic mail on the condition that the intended recipient acknowledges receipt thereof:

If to the Town:

Town of Johnstown
Attention: Town Manager
450 South Parish Ave.
Johnstown, Colorado 80534
Email: notices@johnstownco.gov
mlecerf@johnstownco.gov

If to Coulson:

Coulson Excavating Company
3609 Madison Ave.
Loveland, CO 80538
ken@coulsonex.com

5. **Release and Immunity.** Coulson agrees to exercise its rights under this Water Lease Agreement at its own risk. Coulson shall hold harmless and indemnify the Town from and against any cost, expense, or liability arising out of this Water Lease Agreement or related activities, including any cost, expense or liability that may relate to the replacement of out-of-priority depletions for the augmented structures. Nothing in this Water Lease Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as applicable now to the Town or hereafter amended.
6. **Governing Law and Venue.** This Water Lease shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado or the Water Court for Water Division 1 in the State of Colorado.
7. **Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.
8. **Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Water Lease Agreement.

9. **Severability.** In the event a court of competent jurisdiction holds any provision of this Water Lease Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Water Lease Agreement.
10. **Headings.** Paragraph headings used in this Water Lease Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Lease Agreement.
11. **Assignability.** The benefits and burdens of this Water Lease Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.
12. **Binding Effect.** This Water Lease Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.
13. **Entire Agreement.** This Water Lease Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.
14. **Amendment or modification.** No amendment or modification of this Water Lease Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.
15. **No Presumption.** Each Party acknowledges that it has carefully read and reviewed the terms of this Water Lease Agreement. Each Party acknowledges that the entry into and execution of this Water Lease Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Water Lease Agreement and with respect to all matters set forth herein. The Parties agree that this Water Lease Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

IN WITNESS WHEREOF, the parties have executed this Water Lease Agreement on the day and year written below.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Matt LeCerf, Town Manager

Date: _____

ATTEST:

By: _____
Meghan Martinez, Town Clerk

Date: _____

LESSEE
Coulson Excavating Company, Inc

By: _____
Ken Coulson, President

STATE OF COLORADO)

)

COUNTY OF LARIMER)

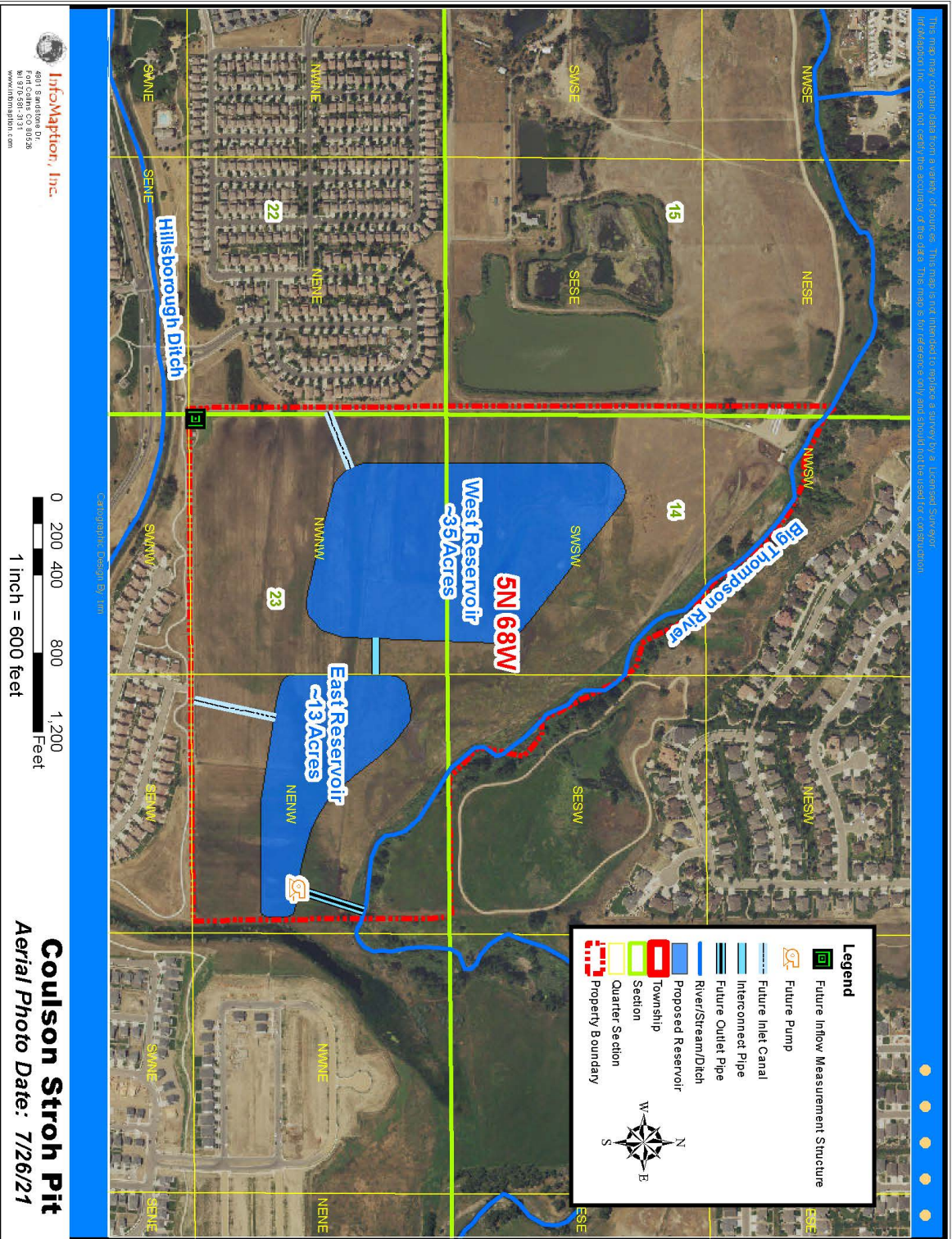
The foregoing Water Lease Agreement was acknowledged before me this _____
day of _____, 20____, by _____.

Witness my hand and official seal.

Notary Public

My commission expires _____.

MAP





450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664
JohnstownCO.gov

Town Council Agenda Communication

Agenda Date: September 15, 2025

Subject: Optional Agreement for the Purchase and Sale of Real Property

Attachments: 1. Optional Purchase and Sale Agreement

Presented by: Matt LeCerf, Town Manager

Agenda Item Description:

Enclosed for your review and consideration is an Optional Agreement for the Purchase and Sale of Real Property. As mentioned previously in the last agenda item regarding the Water Lease Agreement, this document compliments and completes the general terms of the Water Lease Agreement and creates a clear path for the Town to purchase the property commonly referred to as the Stroh Farms Property, currently owned by Coulson Excavating Company, Inc, and consisting of approximately 125 acres (Exhibit A). As part of its mining permit, Coulson Excavating will mine gravel from the site and consequently construct two (2) water reservoirs that will be lined and allow for a decreed water storage. Both the property and the storage reservoirs are the subject of this property acquisition/purchase.

Following the completion of the mining permit issued to Coulson Excavating Company, Inc., and subject to approval of this agreement, the Town will have the option to purchase the entire property from Coulson Excavating Company, Inc. The purchase must occur within either 2 years from the date of completion of the 90-day pump test or thirteen (13) years; whichever is later. In general, a pump test verifies that the storage reservoirs have been property lined and are capable for storing and withdrawing water with pumping system. In the event the Town exercises the Option, Coulson Excavating will sell the property, for a purchase price equal to the agreed upon amount of resultant Available Storage Space (currently estimated between 500 - 900 acre-feet (AF)) multiplied by \$2,500 per acre-foot, and less the total Deferred Lease Payment. Not considering the deferred lease payments, the purchase price is between \$1,250,000 - \$2,250,000.

While the purchase of the property is many years off, the value the property provides to the Town and the Community is significant, by providing both water storage vessels and open space adjacent to the Thompson River Ranch property. While we have time to consider financing methods for the acquisition of the property, it makes good sense to purchase the property using Larimer County Open Space Sales Tax revenues for at least a portion, if not all of this purchase.

Acquisition of this property would help support our water resources by allowing us to store water to meet long-term return flow obligations, support non-potable water system for irrigation options, and allow us to potentially carry water forward into future water years. The Town's water engineering and legal teams both support this project and the values it provides in our water portfolio.

Strategic Plan Alignment:

Natural & Built Environment

- Invest in, enhance, and conserve our parks, open spaces, agricultural areas and natural environment

Quality Infrastructure & Facilities

- Ensure future viability of infrastructure and facilities

Legal Advice:

The Town Attorney, Water Attorney assisted in development of the document as presented.

Financial Advice:

Funds will need to be allocated when purchase of the property approaches, in about 8 - 10 years.

Recommended Action:

Staff recommends approval of the Agreement as presented.

Suggested Motions:

For Approval: I move to approve the Optional Agreement for the Purchase and Sale of Real Property between the Town of Johnstown and Coulson Excavating Company Inc. as presented and authorize for the Town Manager to execute the document as presented.

For Denial: I move to deny the Optional Agreement for the Purchase and Sale of Real Property as presented between the Town and Coulson Excavating Company, Inc. as presented.

Reviewed and Approved for Presentation



Town Manager

OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL

PROPERTY (this “**Agreement**”) is made and entered into on the date of execution by the parties. by and between **Coulson Excavating Company, Inc.**, a Colorado corporation (“**Sellers**”), and the **TOWN OF JOHNSTOWN, COLORADO**, a Colorado home rule municipality (“**Purchaser**”) (each a “**Party**” and together, the “**Parties**”).

WITNESSETH:

For and in consideration of the option of Purchaser to purchase and the obligation of Sellers to sell the real property hereinafter described for an agreed upon value, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to be legally bound whereby Sellers agree to sell, and Purchaser agrees to purchase said real property, if Purchaser exercises the option to purchase for the purchase price further described below, on the terms and conditions as set forth in this Agreement.

1. **Option.** In consideration of the execution by the Town of the Water Lease Agreement between the Parties dated _____ (the “Option Consideration”), receipt of which is hereby acknowledged, Sellers grant to Purchaser an exclusive and irrevocable option to purchase the Property (described in Section 4 of this Agreement) (the “Option”).

2. **Term.** Purchaser’s Option shall run from the Effective Date of this Agreement to and through (1) the date that is thirteen years thereafter or (2) the date that is two years following the date that Sellers provide written notice via certified mail, return receipt requested to Purchaser that Sellers have completed sand or gravel mining and completed reclamation as described including receiving the 90-day pump test approval from the Colorado Division of Water Resources, to the full satisfaction of the State of Colorado Division of Mining, Reclamation, and Safety (“DRMS”), whichever date is later (the “Term”). In the event Purchaser fails to exercise the Option by 11:59 p.m. on the expiration date of the Term, this Agreement will terminate.

3. **Exercise and Earnest Money.** In the event Purchaser exercises the Option, it shall do so by notifying Sellers (the “Notice of Exercise”) prior to the end of the Term specified in Section 2 above. The Notice of Exercise shall be deemed timely if given in accordance with Section 17 below consistent with the terms and conditions in Section 2. Within 15 days of purchaser exercising the option, the purchaser will deposit a sum of \$10,000 (ten thousand dollars) representing an earnest money deposit to be applied against the purchase price at closing and held by the Title Company selected by Purchaser.

4. **Description of Real Property.** The real property that is the subject matter of this Agreement is approximately 125 acres (+/-) of real property located in

the County of Larimer, State of Colorado, depicted as the “Stroh Pit” on the attached as **Exhibit A** (The “Property”). Purchaser shall obtain a survey at its sole cost and expense, the results of which shall be incorporated into this Agreement. Unless otherwise agreed by the Parties, and with the exception of water measuring devices and facilities installed by Coulson necessary to operate the easement described in Paragraph 5.D below, the Property shall include all fences, landscaping, irrigation systems, and other improvements, if any, now located thereon, including all fixtures of a permanent nature and structures used to divert water into or release water from the Property but subject to the Easement described in Paragraph 5.D. Sellers agree that the Property shall be conveyed by Sellers to Purchaser with all of Sellers’ right, title, and interest in and to the Property, excepting and reserving to the Sellers all of Sellers’ right, title and interest in and to all minerals and mineral rights, including all bonuses, rents, royalties, royalty interests and other benefits that may be payable as a result of any oil, gas, gravel, minerals, or mineral rights on, in, under or that may be produced from the Property.

5. **Conditions of Conveyance to Purchaser:** The following conditions are material conditions of this Option Agreement and are conditions of conveyance of the Property from Sellers to Purchaser at the time of Purchaser’s exercise of the Option:

- A. **Inclusions:** The Property shall include all of Sellers’ right, title, and interest in and to any and all easements, rights-of-way, future interests, and rights (including water rights except for any units of Colorado-Big Thompson Project water and Hillsborough Ditch Shares), or except as otherwise specifically retained herein.
- B. **Mining and Resulting Water Storage:** During the term of this Option Agreement, Sellers will mine gravel and seal resulting pits pursuant to the terms of Permit No. ____ and Reclamation Plan dated ____, and on file with the DRMS. Sellers intend that mining will result in two pits, (“East Reservoir” and “West Reservoir”) approximately 500-900 AF in total volume and generally depicted in the attached Exhibit A. However, the actual location, configuration, and amount of excavation that will occur is not currently known and will depend upon subsurface conditions. The Parties understand such subsurface conditions may require amendment of the Reclamation Plan to conform with the actual geological conditions. Because the Purchaser’s primary motivation for entering this Option Agreement is to obtain water storage to be used as part of their municipal system, the Parties agree to calculate the Purchase Price at the time of exercise of the option based upon the amount of useable water storage space ultimately created, and as further set forth in Section 7 below (“Available Storage Space”). For purposes of this Agreement, Available Storage Space shall mean that amount of lined volume in East and West Reservoirs capable of readily storing and withdrawing

water with pumps typical for the size and purpose of such facility, (i.e. not including “dead storage”).

- C. Regulatory Permits: Sellers shall be responsible for satisfaction of all conditions of any regulatory permits associated with the sand and gravel mining operation or reclamation occurring on the property. Such responsibility shall include but not be limited to the requirements of all permits issued by the Colorado Division of Reclamation, Mining, and Safety, and the Colorado Division of Water Resources.
- D. Easements: Purchaser agrees to provide an easement from the historical farm headgate of the Hillsborough Ditch and across the Property to the Big Thompson River, as generally depicted on the attached **Exhibit A** and in a form agreeable to Sellers and Purchaser at the time of exercise of the Option. The easement will be used to convey water to the Big Thompson River as necessary to operate Sellers’ augmentation plan, pursuant to the decree that is expected to be entered in 19CW3157, Colorado Water Court, Division One. The easement shall contain terms reasonably necessary for Sellers’ access, operation, and maintenance of same, or as otherwise required or contemplated under the decree. Sellers will not retain any other rights to the Property, including but not limited to the right to any amount of storage in the East Reservoir or West Reservoir. The Parties may, through separate written instrument, agree to a lease of storage or to otherwise cooperate in the construction of structures or infrastructure on the easement to return augmentation water to the stream.

- 6. Method of Conveyance. If Purchaser exercises the Option, Sellers agree to sell to Purchaser, and Purchaser agrees to purchase from Sellers, subject to the terms and conditions as set forth herein, the Property. At closing, the Property shall be conveyed by Sellers to Purchaser by a special warranty deed, free and clear of all liens and encumbrances, except and subject to the Permitted Exceptions as referenced in Section 8 below.
- 7. Purchase Price. In the event Purchaser exercises the Option, Sellers shall sell to Purchaser and Purchaser shall purchase from Sellers, the Property, for a purchase price equal to the agreed upon amount of resultant Available Storage Space under Paragraph 5.b above multiplied by \$2,500 per acre-foot, and less the total Deferred Lease Payment, as described and accrued under the Water Lease Agreement until the date of closing.
- 8. Title Commitment. Purchaser, at Sellers expense, as provided in Section 12 below, shall procure a title commitment by a Title Company chosen by Purchaser. If

Purchaser exercises the Option, Purchaser shall have until the expiration of the Inspection Period, as set forth in Section 26 below, including any tolling period, in which to review the title commitment and survey and to notify Sellers in writing of any matter shown on the title commitment to which Purchaser objects (“**Defect**”). Any matter shown on the title commitment or survey to which Purchaser does not object on or before the expiration of the Inspection Period shall be deemed a permitted exception (“**Permitted Exception**”). Sellers shall have the right, but not the obligation, to cure any Defect to which Purchaser objects. If any such Defect is not cured on or before the date of Closing, Purchaser may elect either: (a) to waive such Defect, in which case the Defect shall become a Permitted Exception; or (b) to terminate this Agreement, and each Party shall thereupon be released from all further obligations under this Agreement. In the event this Agreement is terminated as a result of an uncured Defect, Purchaser shall receive any earnest money deposit in addition to the Total Deferred Lease Payment described in Paragraph 7.b above. Likewise, any instance where Purchaser timely objects to a condition of the Property and Sellers fail to remedy said condition, Purchaser shall receive any earnest money deposit in addition to the Total Deferred Lease Payment described in Paragraph 7.b above. The Parties shall comply with all requirements of Title Company and Title Insurance Commitment in order to properly vest title to all relevant Property in Purchaser free and clear of any matters other than the Permitted Exceptions, including Sellers obtaining a release of all relevant Property from any outstanding deed of trust, lien, or other encumbrance.

9. **Appropriations.** This Agreement is expressly contingent upon the Town Council of the Town of Johnstown (“Town Council”) lawfully appropriating all monies to be paid under this Agreement, if necessary for Purchaser’s purchase. In the event the Town Council does not lawfully appropriate same at least 30 days prior to closing, this Agreement shall automatically terminate unless agreed to otherwise in writing by both Parties, and neither Party shall have any further obligations to one another under this Agreement. If the Agreement is terminated for the failure of the Town Council to appropriate funds, Purchaser shall receive any earnest money deposit in addition to the Total Deferred Lease Payment described in Paragraph 7 above.

10. **Closing.**

- A. The Property closing shall be held no later than 60 days from the date upon which Purchaser and Sellers have agreed on a purchase price, as described in Section 7, or as the Parties may otherwise agree in writing, at Title Company selected by Purchaser, or at such other time and location upon which the Parties may mutually agree.
- B. The following shall occur at Closing under this Agreement, each being a condition precedent to the others and all being considered as occurring simultaneously

(i) Sellers shall execute, have notarized, and deliver to Purchaser a Special Warranty Deed conveying title to the Property to Purchaser in accordance with the provisions of this Agreement, except and subject to the Permitted Exceptions; and

(ii) Sellers shall execute and deliver to Purchaser an affidavit stating that Sellers are not foreign persons, foreign corporations, foreign partnerships, foreign trusts, or foreign estates (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and

(iii) Sellers shall execute Certificates as to Taxpayer Identification Numbers as required by law; and

(iv) Purchaser shall deliver to Sellers the certified or other immediately available funds required under this Agreement, from which the payment of any lien or other encumbrance against the Property shall be made to ensure that the Property is free and clear of all liens and encumbrances, except and subject to the Permitted Exceptions; and

(v) Sellers and Purchaser shall each execute and deliver Settlement Statements showing adjustments in and the payment of the costs of the closing in accordance with this Agreement; and

(vi) Purchaser shall execute a Real Property Transfer Declaration as required by Colorado law; and

(viii) Each Party shall deliver to the other such other documents, certificates, and the like as may be required herein, as may be required by the Title Company, and as may be necessary or helpful to carry out each Party's obligations under this Agreement.

11. **Possession and Representations of Sellers.** Possession of the Property shall be delivered to Purchaser immediately following the closing. Sellers shall convey the Property free and clear of any tenancy, renter, or holdover or any third-party claim or right to use or reside on the Property, and no individual shall reside on the Property at closing. Sellers hereby agree to clean up and remove from the Property prior to Closing, all personal property, trash, debris, and heavy equipment located on the surface of the Property. In addition, Sellers agree to clean up and remove from the Property all environmental hazards known to Sellers and located on the surface of the Property, and any unsafe conditions prior to expiration of the Inspection Period noted in Section 26 below.

Sellers represent and warrant as of the date of this Agreement, the following:

- A. Other than the water court action in Case No. 19CW3157, there is no litigation proceeding pending (or to Sellers' knowledge threatened) against or relating to any part of the Property, nor do Sellers know of or have reasonable grounds to

know of any basis for any such action;

- B. Sellers have no knowledge of any pending or threatened condemnation or eminent domain proceeding with respect to the Property or any part thereof;
- C. Sellers have not received notice of, and to the best of Sellers' knowledge, there are no violations of any laws, orders, regulations or requirements of any governmental authority affecting the Property or any part thereof;
- D. Sellers have the unconditional right and power to execute and deliver this Agreement to consummate this transaction;
- E. Sellers have not received notice of default or breach by them or under any of the covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portion thereof; no such default or breach now exists or will exist on the date of closing; and no event has occurred and is continuing which, with or without notice and/or the passage of time, shall constitute such a default or breach under any thereof;
- F. To the best of Sellers' actual or constructive knowledge without further investigation or inquiry, the Property has never been used as a landfill or waste dump; there has been no installation in, or production, disposal or storage on the Property of any hazardous waste or other toxic substances by Sellers, Sellers' agents, employees, or assigns, any tenant or previous owner or previous tenant; nor has there been any other activity that is known to or reasonably could have resulted in an environmental condition requiring investigation or remediation on the Property; and there is no anticipated, threatened or pending proceeding or inquiry by any governmental authority or agency with respect thereto. Sellers represent that they have provided to Purchaser, and will supplement such production prior to the end of the Inspection Period all environmental reports in their possession;
- G. Sellers represent, to the best of Sellers' actual and constructive knowledge and information, that they have provided to Purchaser any and all environmental reports, documentation, data or other information known to Sellers or in their possession related to the Property or any adjacent property, as of the date of this Agreement, and acknowledge their ongoing obligation to provide any new environmental reports, documentation, data or other information to Purchaser promptly upon receipt.

12. **Expenses.** Sellers shall pay the premium for the Owner's Title Insurance Policy and Purchaser shall pay for such additional endorsements as Purchaser may require. The Title Commitment shall contain Owners' extended coverage, committing to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap

period (period between the Effective Date and time of the commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Sellers shall pay any recording fees required to release any liens and encumbrances as required under this Agreement. Each Party shall pay its own attorneys' fees. Purchaser shall pay recording fees to perfect title. All other closing costs, including, but not limited to, the cost of the Title Company acting as the Parties' closing agent, shall be divided equally between Sellers and Purchaser.

13. **Prorations.** Real property taxes and assessments shall be prorated as of the date of the most recent mill levy upon Closing. If any errors or omissions are made at closing regarding adjustments or prorations, the Parties shall make the appropriate corrections promptly after the discovery thereof. All prorations shall be final.
14. **Default.** If any obligation or failure to perform or make a payment under this Agreement is not reasonably cured within two weeks from notice or otherwise waved, the non-defaulting party has the following remedies:
 - a. **If Purchaser is in Default:** Purchaser may elect to cancel this Agreement and the earnest money (whether or not paid by Purchaser) will be paid to Sellers and retained by Sellers.
 - b. **If Sellers are in Default:** Sellers may elect to cancel this Agreement and the Total Deferred Lease Payment accrued at the time of such breach in addition to all earnest money paid will be paid to Purchaser and retained by Purchaser.
 - c. It is agreed that the earnest money paid and the accrued Total Deferred Lease Payment specified above are damages and not a penalty, which the parties agree is fair and reasonable, and payment of same shall be the Parties' exclusive remedy.
15. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. In addition, the Parties acknowledge that there are legal constraints imposed upon the Town of Johnstown by the constitution, statutes, and rules and regulations of the State of Colorado and of the United States and imposed upon the Town of Johnstown by its Home Rule Charter and Municipal Code, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties be required to exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall only be in the District Court for Larimer County, Colorado.
16. **Notices.** Any notice or other communication given by either Party to the other relating to this Agreement shall be hand delivered or sent by certified mail, return receipt requested, or sent by electronic mail on the condition that the intended recipient acknowledges

receipt thereof, addressed to such other Party at its address as set forth below, and such notice or other communication shall be deemed given when so hand delivered or three (3) days after so mailed:

If to Sellers:

Coulson Excavating Company, Inc.
3609 Madison Ave
Loveland, CO 80538
Email: ken@coulsonex.com

If to Purchaser:

Town of Johnstown
Attn: Water Resources Manager
450 South Parish Ave
Johnstown, CO 80534
Email: notices@johnstownco.gov
mlecerf@johnstownco.gov

17. **Assignment.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.
18. **Maintenance of the Property.** Sellers shall keep, or cause to be kept, the Property in its condition as of the date hereof until the closing date under this Agreement, subject to normal wear-and-tear and seasonal changes, and agree not to commit or permit waste thereon.
19. **Severability.** In the event a court of competent jurisdiction holds any provision of this Option Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
20. **Casualty.** In the event that the Property is substantially damaged by fire, flood, or casualty between the date of this Agreement and the date of closing, this Agreement may, at the option of Purchaser, be declared null and void and of no further force or effect, and the Parties shall be released from all obligations hereunder, and Purchaser shall be entitled to a refund of the earnest money, if any, and payment by Sellers of the Total Deferred lease Payment.
21. **Headings.** Section headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

22. **Terms Survive Closing.** To the extent necessary to carry out all of the terms, obligations, and rights herein, said terms, obligations, and rights shall be deemed not terminated at the time of Closing, nor shall they be merged with the various documents executed and delivered at such time.
23. **Construction.** Words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neuter gender shall refer to any gender. Words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties, and shall be deemed to be and contain the entire understanding and agreement between the Parties. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning this Agreement unless set forth in writing and signed by both Parties. The applicability of all Sections of this Agreement shall be reasonably construed as a condition precedent to Purchaser exercising the Option, as the context provides, or as otherwise provided within each Section of this Agreement. Moreover, is the stated goal of the Parties that this Agreement represents, at a minimum, a legally binding mechanism for Purchaser to exercise the Option provided for in Section one (1), properly execute the Notice of Option to Sellers, and for the Agreement to provide the terms and conditions for the conveyance of the Property from Sellers to Purchaser.
24. **No Waiver.** No waiver by any Party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such Party of any other covenant or condition hereunder.
25. **Time is of the Essence; Effective Date.** It is agreed that time shall be of the essence to this Agreement and each and every provision hereof. The Effective Date of this Agreement shall be defined as the date upon which the last Party signs this Agreement.
26. **Right to Inspect.**
- a. Purchaser shall be permitted to fully inspect the Property at any time up to 120 days after the Notice of Exercise is properly delivered (the “**Inspection Period**”). Sellers agree that Purchaser and its agents, with prior telephonic or email notice to Sellers, may have reasonable access to the Property to conduct such tests and/or inspections, at Purchaser’s expense, as Purchaser deems appropriate, including, without limitation, the presence of environmental hazardous waste, underground storage tanks, or other environmental or geological conditions, including, without limitation, any required reclamation activities not completed or water rights augmentation obligations, which could expose Purchaser to future liability for damages or clean-up expenses. Purchaser is responsible for payment for all inspections and tests performed at Purchaser’s request (“**Work**”) on the Property and must restore or pay for any damage that occurs to the Property as a result of such

Work.

b. Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall have the term of the Inspection Period within which to review the Property and any and all matters related to the purchase or financing of the Property, including, without limitation, the survey, title matters, governmental requirements, environmental conditions, and any other matters which might affect the feasibility of the Property for Purchaser's anticipated use thereof, to determine whether or not Purchaser desires to proceed with the purchase of the Property from Sellers. In the event that Purchaser shall, within the Inspection Period, give written notice to Sellers of Purchaser's decision not to purchase the Property for any of the reasons set forth in this Section 25, then this Agreement shall be null and void and of no effect, the Parties shall be released from any further obligations hereunder. In such event, Purchaser shall be entitled to a refund of the earnest money and to payment by Sellers to Purchaser of the Total Deferred Lease Payment.

27. **Binding Effect; Integration.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. This Agreement contains the entire agreement between the Parties regarding the Property and supersedes all prior agreements, whether written or oral, between the Parties regarding the same subject. This Agreement shall not be modified by either Party by any oral representation made before or after the execution of this Agreement, and all modifications must be in writing signed by Sellers and Purchaser. This Agreement shall be run with the land and will be recorded in the records of the Larimer County Clerk and Recorder.
28. **Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.
29. **No Presumption.** Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.
30. **No Brokers.** Each Party represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase of the Property and that such Party has not dealt with any broker or finder purporting to act on behalf

of any such Party. Notwithstanding anything to the contrary contained herein, the provisions of this Section 30 shall survive the Closing of this transaction or any termination of this Agreement.

31. **Counterparts and Electronic Signatures.** For purposes of this Agreement, there may be any number of counterparts, each of which shall be deemed as originals. This Agreement may be executed by electronic signature in accordance with C.R.S § 24-71.3-101 *et seq.*
32. **Total Deferred Lease Payment.** If the Total Deferred Lease Payment becomes due and owing to Purchaser at any time, except upon Closing, Sellers shall make such payment to Purchaser within ten (10) business days of the date such payment becomes due and owing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year of both Parties' signature, below.

(Signatures appear on the following pages.)

SELLERS:

By: _____

Coulson Excavating Company, Inc.

Date: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing _____
_____ was subscribed and sworn to before me this _ day of _____, 20____
by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public _____

PURCHASER:

TOWN OF JOHNSTOWN, COLORADO

By: _____

Michael P. Duncan, Mayor

Date: _____

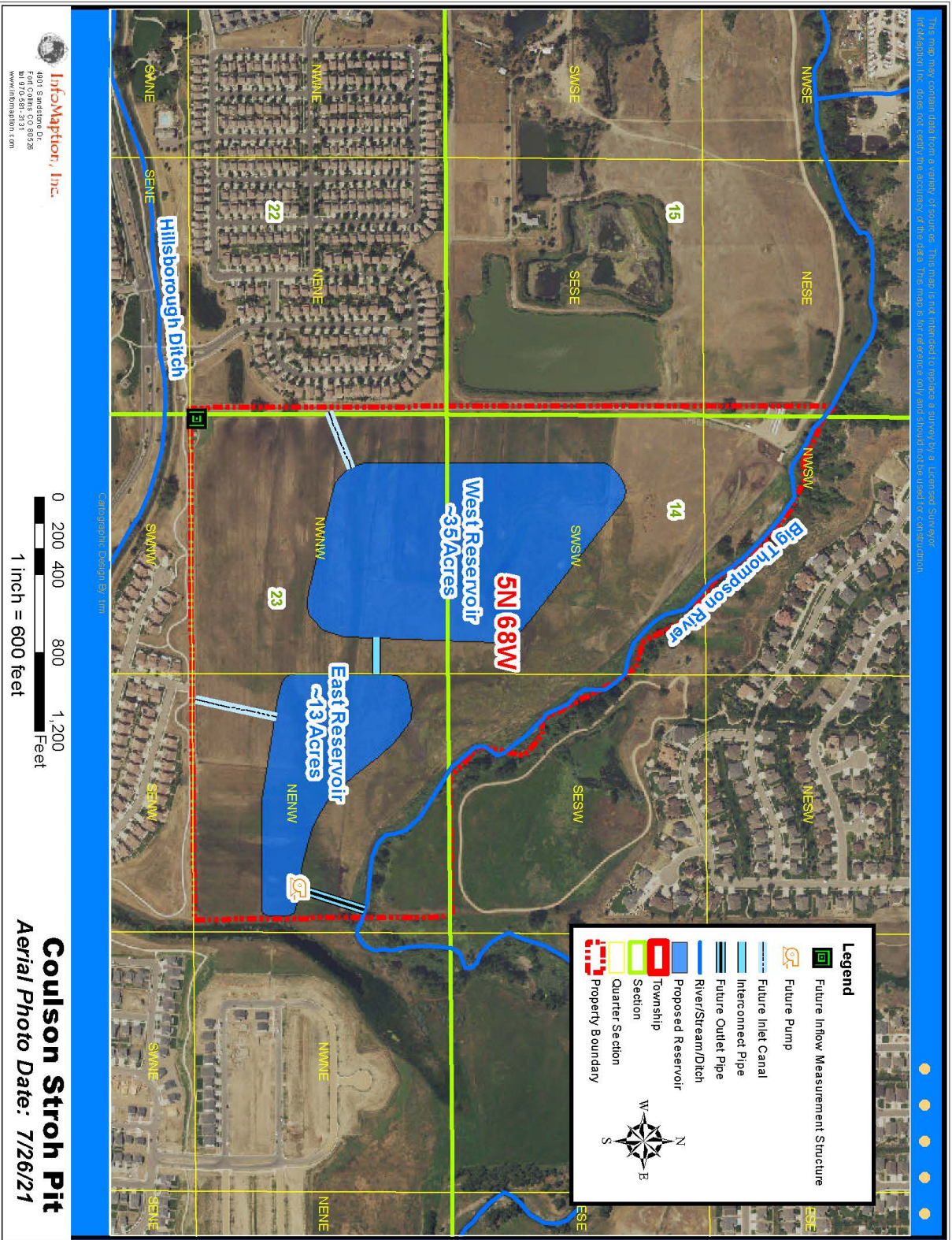
ATTEST:

By: _____

Meghan Martinez, Town Clerk

Date: _____

Exhibit A



IN THIS NEWSLETTER

- Learn about the new transportation planning effort in Larimer County
- Take the Greeley Spin Pilot Survey
- Loveland completed a long-awaited intersection improvement along US 34
- GoNoCo34 was at Bike to Work Day in June and has events on the horizon
- Take a transportation plan survey for the North Front Range MPO

What's Moving Along the US 34 Corridor

ALL THE UPDATES YOU NEED FROM THE CITIES WE SERVE.

Larimer on the Move

A plan for investing in the future of our vital transportation network to improve safety, efficiency & mobility options for all.

Larimer on the Move

Larimer County is looking ahead with **Larimer on the Move**, a planning effort to guide future investments in the region's transportation network. As communities grow, so does the need for safer roads, more efficient travel, and mobility options that fit every lifestyle.

The plan will outline a shared vision for mobility, prioritize key projects and programs, and create a roadmap for how the County—especially in unincorporated areas—can make smart, impactful transportation investments. [Learn more about the project and read the draft plan.](#)

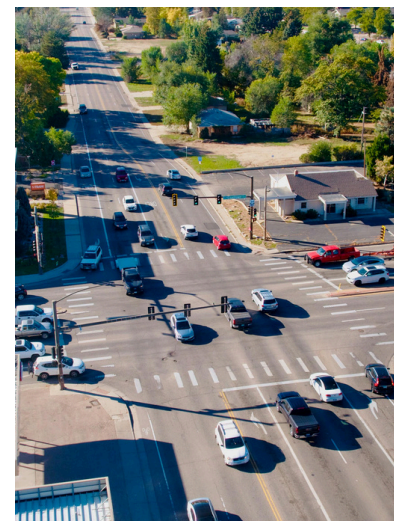
Spin Pilot Survey

Greeley has launched a pilot for community members to rent shared e-scooters and e-bikes provided by Spin in downtown. During the pilot program, [community members can share feedback on their experience.](#)



Improvements in Loveland

The City of Loveland has completed the US 34 and Taft Avenue Intersection Improvement Project, which enhanced traffic flow, made safety upgrades and advanced multimodal corridor goals. [See more project details.](#)



Your TMO in Action

- Bike to Work Day was June 25th and we partnered with CDOT, Centerra/McWhinney, City of Loveland, COLT, Horrocks, NFRMPO, REI, and UCHealth to host pitstops for the riders who commuted to and from work on their bikes. We saw around 30 riders and got to enjoy the new Centerra Mobility Hub.
- On August 2nd, we connected with community members at the Kersey Days Festival.
- Come see us at these [upcoming events](#)!
 - September 13th: Johnstown Fall Fest
 - September 30th: Northern Colorado Workforce Symposium
 - October 8th: Coffee and Commute Chat in Estes Park
 - October 22nd: City of Greeley 5k & Employee Wellbeing Fair



North Front Range
**Metropolitan
Planning
Organization**

Commute Feature

TAKE THIS TRANSPORTATION PLAN SURVEY.

NFRMPO's Mobility Program participates in the updating of the **Coordinated Public Transit/Human Service Transportation Plan** (Coordinated Plan) to identify transportation issues, service overlaps, and gaps affecting vulnerable populations, including older adults, individuals with disabilities, and low-income individuals. It considers mobility in all its forms and aims to support providers, advocates, and stakeholders in improving at all levels.

Surveying is a crucial part of the planning process to ensure that the 2025 update addresses the community's transportation needs and concerns. Take the survey [here](#) until August 30, 2025.

Commuter Toolbox



**MARK YOUR
CALENDARS**



**KNOW YOUR
OPTIONS**



**LEARN ABOUT
MEMBERSHIP**

Stay Connected!





Town of Johnstown

August 2025 Building Permit Statistics

Single Family Residential

Current Month: 33 Issued ytd: 364

Commercial

*New Building Issued ytd 14

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
19	0	0	0	0	0	8

Other Residential

(basements/alterations/additions)

Issued ytd 721

Other Commercial

* (tenant finish/alterations/additions)

Issued ytd 73

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	\$139,777,278.80	\$42,792,193.47
Building permit fees	\$1,042,525.81	\$539,320.51
F&F or F&F Credit	\$0.00	\$0.00
Paving	\$0.00	\$0.00
Water Upgrade	\$0.00	\$0.00
Water & Sewer Reimbursement	\$0.00	\$0.00
Raw Water Development Fee	\$2,151,522.00	\$178,646.00
Water Meter	\$173,814.00	\$9,790.00
Water Tap	\$2,494,590.00	\$208,146.00
Sewer Tap	\$3,185,046.00	\$782,208.00
Regional Sewer Development fees	\$1,599,000.00	\$19,000.00
Sewer Inspection Fee	\$34,200.00	\$5,000.00
Park	\$171,000.00	\$85,000.00
Use Tax	\$2,232,146.39	\$782,046.47
Larimer Use Tax	\$232,857.62	\$111,080.77
Open Space Impact Fee	\$484,386.00	\$207,480.00
Library Impact Fee	\$465,735.00	\$199,584.00
Public Facilities Impact Fee	\$644,594.00	\$276,024.00
Police Facilities Impact Fee	\$293,419.00	\$125,664.00
Transportation Facilities Impact Fee	\$1,126,679.00	\$482,496.00
402 Interchange Fee	\$71,882.00	\$73,752.00
High Plains Blvd Reimbursement Fee	\$0.00	\$0.00
West Water Fee	\$234,740.00	\$0.00
Reinspection Fee	\$13,050.00	\$200.00
TOTAL FEES (YTD)	\$ 16,651,186.82	\$4,085,437.75

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	Issued	Month avg		Year	Issued	Month avg
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	411	41.10
1998	175	14..58		2024	526	43.84
1999	145	12.08		2025	364	45.50
2000	134	11.92				
2001	152	12.67		TOTAL	6958	
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

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