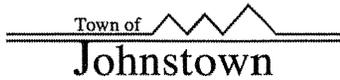


TOWN COUNCIL
MEETING
PACKET

February 22, 2017



Town Council

Agenda
Wednesday, February 22, 2017
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.

- 1) **CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS AND PROCLAMATIONS**
- 5) **PUBLIC COMMENT (three-minute limit per speaker)**

*The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an *asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes –February 6, 2017
 - B) Payment of Bills
 - C) January Financial Statements
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) ***Public Hearing** –Amended Subdivision Development and Improvement Agreement –Thompson River Ranch, Filing No. 5
 - B) Consider Water and Sewer Service Agreement –Thompson River Ranch, Filing No. 6
 - C) ***Public Hearing**-Thompson River Ranch PUD, Filing No. 6 Final Plat
 - D) Consider Subdivision Development and Improvement Agreement – Thompson River Ranch, Filing No. 6
 - E) Consider Resolution No. 2017-03, Approving and Adopting of Johnstown Model Multiple District Service Plan
 - F) Consider Award of Contract to Concrete Express Inc., for North Second Street Improvement Project
 - G) Consider Professional Services Agreement with Sink Combs Dethlefs for Architect Design Services for the Johnstown Community Recreation Center
 - H) Consider Resolution No. 2017-04, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMODATION

If you need special assistance to participate in the meeting, please contact the Town Clerk at (970) 587-4664. Notification at least 72 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA ITEMS 6A-C

CONSENT

AGENDA

- **Council Minutes – February 6, 2017**
 - **Payment of Bills**
 - **January Financial Statements**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 22, 2017

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: The following items are included on the Consent Agenda, which may be approved by a single motion approving the Consent Agenda:

- A) Council Meeting Minutes – February 6, 2017
- B) Payment of Bills
- C) January Financial Statements

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

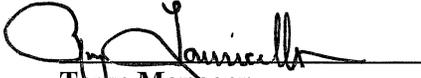
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, February 6, 2017 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Davis, Mellon, Mitchell, Molinar Jr. and Young

Those absent: Councilmember Lebsack

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager, John Franklin, Town Planner, Brian Phillips, Police Chief and Diana Seele, Town Clerk/Treasurer

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the Agenda as submitted. Motion carried with a unanimous vote.

Public Comment

Gary Gerrard, Todd Williams and Ryan Schaffer – concerns with the fountain and kiosks in the 2534 Development.

Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the Consent Agenda with the following item included:

- January 18, 2017 Town Council Meeting Minutes
- January 30, 2017 Special Meeting Minutes
- Intergovernmental Agreement with the City of Greeley for Victim Assistance Services

Motion carried with a unanimous vote.

New Business

A. Consider Use by Special Review for Oil and Gas Exploration for Johnsons Corner 35-F Pad by Extraction Oil and Gas, LLC – This is a request by oil and gas operator Extraction Oil and Gas, LLC to develop 13 horizontal wells within a single drilling area and construct a new tank battery/production facility on property located in the Johnson's Corner Annexation.

Mayor James opened the Public Hearing at 7:30 p.m. Mr. and Mrs. Walt Sanchez, residents of Thompson River Ranch was concerned about the noise (decimal level) of the rigs. Having no further comments, Mayor James closed the hearing at 8:09 p.m.

Councilmember Davis made a motion seconded by Councilmember Mellon, to approve the Use by Special Review for oil and gas exploration for Johnson's Corner 35-F Pad – Extraction Oil and Gas, LLC, with conditions as recommended by the Planning and Zoning Commission and to add another

condition that the Operator shall provide a sound study to the Town prior to the commencement of operations, due to the proximity of the Site to commercial uses, the Operator shall provide noise mitigation as approved by, and to the satisfaction of the Town. The following are the Planning and Zoning conditions: 1. Access to drill and production area: Following Town policies, if Marketplace Dr. is to be used for access, a third party pavement engineer shall be hired at operator expense to monitor the condition of the improved portion of the roadway to the I-25 east frontage road prior to drilling operations, and then after the wells are completed and the production facility is in place, to determine if this use has had an adverse effect and would require repairs. The Operator would be responsible to restore the road condition, and provide a refundable damage deposit as security against such repairs. 2. The well site shall be screened and potential impact mitigation pursuant to the provisions of Article 9 of the Town Code and to the Town's satisfaction. 3. Operator shall comply with provisions of Town Code relative to dust mitigation impacts to adjacent properties and tracking on roadways. 4. A Town Right of Way Work Permit will be required for any new access or improvements to existing access points at Town right of way. 5. The Operator shall call for locates prior to sub-grade work. 6. The operator shall work with the business owners (Candlelight Dinner playhouse owner) to address issues prior to Town Council consideration. 7. Operator shall look at a possible split traffic pattern to minimize traffic impacts on Marketplace Dr. and present to Town Council. 8. The access road shall meet the requirements of Article 9 of the Town Code. 10. Motion carried with a unanimous vote.

B) Presentation of Larimer County Community Report (2015-2016) – Commissioner Tom Donnelly – to be continued to a later date.

C) Consider Settlement Agreement –State of Colorado Acting by and through the Colorado Department of Natural Resources – This settlement agreement constitutes a resolution on disputed claims related to the recent death of numerous fish in the Johnstown Reservoir. Per the settlement agreement, the Town would pay \$18,060 to Colorado Parks and Wildlife Commission by April 30, 2017. Councilmember Mellon made a motion seconded by Councilmember Young to approve the Settlement Agreement with the Colorado Department of Natural Resources. Motion carried with a unanimous vote.

D) Resolution No. 2017-02, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado - The Water Enterprise Fund is anticipated to exceed the adopted budget. Councilmember Mellon made a motion seconded by Councilmember Mitchell to approve Resolution Number 2017-02, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:52 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

| BILLS SUBMITTED FOR PAYMENT - FEBRUARY 2017 | | |
|--|----|-----------|
| A KID'S PLACE | \$ | 156.00 |
| ACE HARDWARE | \$ | 778.84 |
| ACLARA TECHNOLOGIES, LLC | \$ | 5,184.00 |
| ALL COPY PRODUCTS | \$ | 1,364.91 |
| ALTERNATIVE ELEVATIONS LLC | \$ | 200.00 |
| BIG THOMPSON DITCH AND MANUFACTURING CO | \$ | 8,656.35 |
| BOBCAT OF THE ROCKIES | \$ | 59.49 |
| BOULDER COMMUNITY HOSPITAL | \$ | 510.00 |
| BRANDON COPELAND | \$ | 718.48 |
| CASELLE | \$ | 686.00 |
| CDR PROPANE SERVICES, LLC | \$ | 1,083.30 |
| CENTURY LINK | \$ | 324.35 |
| CHEMATOX LABORATORIES INC | \$ | 87.50 |
| CINTAS | \$ | 511.00 |
| CIRSA | \$ | 900.00 |
| CITY OF FORT COLLINS | \$ | 540.00 |
| COLORADO ANALYTICAL | \$ | 620.00 |
| COLORADO ASSOCIATION OF PERMIT TECHNICIANS | \$ | 25.00 |
| COLORADO INSPECTION CONNECTION | \$ | 9,400.00 |
| CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO | \$ | 69,737.50 |
| CONTRACTORS EQUIPMENT CENTER | \$ | 649.78 |
| COREN PRINTING | \$ | 348.00 |
| DALE'S ENVIRONMENTAL SERVICES | \$ | 1,350.00 |
| DANA KEPNER COMPANY, INC. | \$ | 2,455.50 |
| DBC IRRIGATION SUPPLY | \$ | 205.75 |
| DENVER INDUSTRIAL SALES & SERVICE CO., INC. | \$ | 600.88 |
| DODGE DATA & ANALYTICS | \$ | 481.50 |
| DPC INDUSTRIES INC | \$ | 9,557.84 |
| ELITE PRINTING GROUP, LLC | \$ | 88.00 |
| ENVIROTECH | \$ | 8,129.65 |
| FELSBURG HOLT & ULLEVIG | \$ | 4,123.05 |
| FIRST CLASS SECURITY SYSTEMS | \$ | 143.90 |
| FIRST NATIONAL BANK | \$ | 89.71 |
| GCR TIRES & SERVICE | \$ | 523.12 |
| G&K SERVICES | \$ | 398.30 |
| GALLS/QUARTERMASTER | \$ | 272.38 |
| GRAINGER | \$ | 639.04 |
| GREELEY ELECTRIC REPAIR SERVICE | \$ | 1,718.26 |
| GREYSTONE TECHNOLOGY GROUP | \$ | 1,075.00 |
| H & R REPAIR | \$ | 15.00 |
| HAYS MARKET | \$ | 288.07 |
| HELTON & WILLIAMSEN, P.C. | \$ | 1,487.25 |
| HILL & ROBBINS, P.C. | \$ | 115.00 |
| INTELLICHOICE, INC. | \$ | 4,686.18 |
| INTERSTATE BATTERY OF THE ROCKIES | \$ | 405.76 |
| J & S CONTRACTOR SUPPLY | \$ | 808.26 |
| JOHNSTOWN BBQ DAYS | \$ | 15,000.00 |
| JOHNSTOWN MILLIKEN CHAMBER | \$ | 1,000.00 |
| JTOWN GRAPHIX | \$ | 70.00 |
| JOHNSTOWN BREEZE | \$ | 915.30 |
| MICHAEL LAZAR | \$ | 2,220.00 |
| LAW OFFICE OF AVI ROCKLIN | \$ | 4,937.50 |
| LOWE'S | \$ | 52.24 |
| LOVELAND BEAR ALIGNMENT INC. | \$ | 829.22 |
| MAC EQUIPMENT INC. | \$ | 79.65 |
| MANENTI LAWN & SPRINKLER | \$ | 1,300.00 |
| MARES AUTO | \$ | 75.00 |
| MARIPOSA | \$ | 85.00 |

| | | |
|--|-----------|-------------------|
| MCDONALD FARMS ENTERPRISES INC. | \$ | 3,060.00 |
| MILLIKEN JOHNSTOWN ELECTRIC INC. | \$ | 65.00 |
| MORGAN COUNTY SIGNS | \$ | 4,110.00 |
| MOUNTAIN STATES LIGHTING | \$ | 454.18 |
| MOUNTAIN STATES PIPE AND SUPPLY | \$ | 6,576.00 |
| NALCO COMPANY LLC | \$ | 2,554.58 |
| NAPA AUTO PARTS | \$ | 585.53 |
| NATIONAL BAND & TAG COMPANY | \$ | 170.53 |
| NEWCO INCORPORATED | \$ | 18.84 |
| NORTH FRONT RANGE MPO | \$ | 6,753.00 |
| NORTH FRONT RANGE WATER QUALITY PLANNING ASSN. | \$ | 2,229.00 |
| OFFICE DEPOT | \$ | 251.72 |
| O.J. WATSON COMPANY INC. | \$ | 365.64 |
| OZTEK COMMERCIAL SERVICES | \$ | 284.00 |
| PAETEC | \$ | 1,732.76 |
| PLASTICWATERTANKS.COM INC. | \$ | 4,900.99 |
| POUDRE VALLEY REA | \$ | 10,554.04 |
| PURCHASE POWER | \$ | 150.00 |
| QUILL | \$ | 125.74 |
| RESOURCE EXPLORATION, LLC | \$ | 10,200.00 |
| REX OIL | \$ | 3,442.45 |
| ROYAL-T ROOTER SERVICE INC. | \$ | 525.00 |
| SOUTHWEST DIRECT, INC. | \$ | 2,672.96 |
| STATE OF COLORADO DRIVER SERVICES/TRAFFIC RECORDS | \$ | 210.00 |
| SUPPLYWORKS | \$ | 399.01 |
| TDS | \$ | 421.39 |
| TTG ENGINEERS, INC. | \$ | 135.00 |
| UNITED POWER | \$ | 749.10 |
| UNIVERSITY OF COLORADO MEDICAL CENTER OF THE ROCKIES | \$ | 136.24 |
| USA BLUEBOOK | \$ | 112.90 |
| UTILITY NOTIFICATION CENTER OF COLORADO | \$ | 558.25 |
| VANCE BROTHERS, INC. | \$ | 2,525.00 |
| VERIZON WIRELESS | \$ | 1,516.62 |
| WASTE MANAGEMENT | \$ | 50,240.96 |
| WELD COUNTY CHIEFS OF POLICE ASSOCIATION | \$ | 35.00 |
| WELD COUNTY DETENTION CENTER | \$ | 53.64 |
| WINTERS, HELLERICH & HUGHES | \$ | 1,720.00 |
| WIRELESS ADVANCED | \$ | 242.35 |
| XCEL ENERGY | \$ | 44,191.51 |
| YOST CLEANING | \$ | 1,972.00 |
| TOTAL | \$ | 335,762.74 |

EXECUTIVE SUMMARY JANUARY 2017

8.00%

| | Actual | Budget | Variance | % |
|--|----------------|--------------|--------------|----|
| GENERAL | | | | |
| <u>Revenues</u> | 494,657.00 | 8,115,200.00 | 7,620,543.00 | 6% |
| <u>Expenditures</u> | | | | |
| Legislative | 77.00 | 37,800.00 | 37,723.00 | 0% |
| Judicial | 33.00 | 42,800.00 | 42,767.00 | 0% |
| Elections | - | 10,700.00 | 10,700.00 | 0% |
| Administration | 16,838.00 | 409,400.00 | 392,562.00 | 4% |
| Planning & Zoning | 12,217.00 | 188,600.00 | 176,383.00 | 6% |
| Police | 119,727.00 | 2,170,500.00 | 2,050,773.00 | 6% |
| Protective Inspections | 2,712.00 | 197,800.00 | 195,088.00 | 1% |
| Streets | 27,320.00 | 1,432,700.00 | 1,405,380.00 | 2% |
| Cemetery | 78.00 | 44,500.00 | 44,422.00 | 0% |
| Animal Control | 5,600.00 | 96,600.00 | 91,000.00 | 6% |
| Senior Coordinator | 4,330.00 | 71,100.00 | 66,770.00 | 6% |
| Parks | 78.00 | 66,900.00 | 66,822.00 | 0% |
| Community | 637.00 | 780,400.00 | 779,763.00 | 0% |
| Transfers | 34,041.00 | 2,057,700.00 | 2,023,659.00 | 2% |
| <u>Total Expenditures</u> | 223,688.00 | 7,607,500.00 | 7,383,812.00 | 3% |
| Excess Revenues over Expenditures | 270,969.00 | | | |

EXECUTIVE SUMMARY JANUARY 2017

8%

| | <u>Actual</u> | <u>Budget</u> | <u>Variance</u> | <u>%</u> |
|--------------------------------------|---------------|---------------|-----------------|----------|
| WATER | | | | |
| <u>Revenues</u> | 225,993.00 | 2,442,700.00 | 2,216,707.00 | 9% |
| <u>Expenditures</u> | | | | |
| Administration | 7,193.00 | 260,100.00 | 252,907.00 | 3% |
| Operations | 23,401.00 | 1,735,000.00 | 1,711,599.00 | 1% |
| | 30,594.00 | 1,995,100.00 | 1,964,506.00 | 2% |
| Excess Revenues over Expenditures | 195,399.00 | | | |

EXECUTIVE SUMMARY JANUARY 2017

8.00%

| | <u>Actual</u> | <u>Budget</u> | <u>Variance</u> | <u>%</u> |
|--------------------------------------|---------------|---------------|-----------------|----------|
| WASTEWATER | | | | |
| <u>Revenues</u> | 182,959.00 | 1,775,000.00 | 1,592,041.00 | 10% |
| <u>Expenditures</u> | | | | |
| Administration | 10,652.00 | 284,100.00 | 273,448.00 | 4% |
| Operation | 28,483.00 | 1,386,600.00 | 1,358,117.00 | 2% |
| | 39,135.00 | 1,670,700.00 | 1,631,565.00 | 2% |
| Excess Revenues over Expenditures | 143,824.00 | | | |

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|-------------------|-------------------|---------------------|---------------------|-------------|
| <u>TAXES</u> | | | | | |
| 01-01-4010-00 GEN. PROPERTY ACCOUNTS | 522.38 | 522.38 | 3,508,400.00 | 3,507,877.62 | .0 |
| 01-01-4020-00 SPECIFIC OWNERSHIP TAXES | 24,699.30 | 24,699.30 | 210,000.00 | 185,300.70 | 11.8 |
| 01-01-4030-00 FRANCHISE TAXES | 26,178.06 | 26,178.06 | 390,000.00 | 363,821.94 | 6.7 |
| 01-01-4040-00 PENALTIES & INTEREST | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-01-4070-00 SALES TAX | 250,746.17 | 250,746.17 | 2,350,000.00 | 2,099,253.83 | 10.7 |
| 01-01-4075-00 LODGING TAX | 1,836.66 | 1,836.66 | 17,000.00 | 15,163.34 | 10.8 |
| 01-01-4080-00 SEVERANCE TAX | .00 | .00 | 60,000.00 | 60,000.00 | .0 |
| TOTAL TAXES | 303,982.57 | 303,982.57 | 6,539,400.00 | 6,235,417.43 | 4.7 |
| <u>LICENSES & PERMITS</u> | | | | | |
| 01-02-4110-00 LIQUOR LICENSE | 82.50 | 82.50 | 700.00 | 617.50 | 11.8 |
| 01-02-4120-00 BUS. LIC. & PERMITS - OTHE | 6,800.00 | 6,800.00 | 11,500.00 | 4,700.00 | 59.1 |
| 01-02-4130-00 BUILDING PERMITS | 24,388.56 | 24,388.56 | 280,000.00 | 255,611.44 | 8.7 |
| 01-02-4140-00 DOG LICENSE & PERMITS OTHE | 150.00 | 150.00 | 2,300.00 | 2,150.00 | 6.5 |
| 01-02-4150-00 FINGERPRINTING | .00 | .00 | 200.00 | 200.00 | .0 |
| TOTAL LICENSES & PERMITS | 31,421.06 | 31,421.06 | 294,700.00 | 263,278.94 | 10.7 |
| <u>INTERGOVERNMENTAL</u> | | | | | |
| 01-03-4210-00 CIGARETTE TAXES | 1,786.26 | 1,786.26 | 14,000.00 | 12,213.74 | 12.8 |
| 01-03-4220-00 HIGHWAY USERS TAX | 31,955.46 | 31,955.46 | 350,000.00 | 318,044.54 | 9.1 |
| 01-03-4230-00 ADD. VEH. REG. FEE | 3,280.50 | 3,280.50 | 42,000.00 | 38,719.50 | 7.8 |
| 01-03-4240-00 COUNTY ROAD & BRIDGE | .00 | .00 | 75,000.00 | 75,000.00 | .0 |
| TOTAL INTERGOVERNMENTAL | 37,022.22 | 37,022.22 | 481,000.00 | 443,977.78 | 7.7 |
| <u>CHARGES FOR SERVICES</u> | | | | | |
| 01-04-4310-00 CEMETERY LOTS AND CARE | 1,255.00 | 1,255.00 | 22,000.00 | 20,745.00 | 5.7 |
| 01-04-4320-00 TRASH CHARGES | 49,994.19 | 49,994.19 | 585,000.00 | 535,005.81 | 8.6 |
| 01-04-4330-00 OTHER SERVICES | 51.53 | 51.53 | 1,500.00 | 1,448.47 | 3.4 |
| 01-04-4340-00 FISHING PERMITS | .00 | .00 | 600.00 | 600.00 | .0 |
| TOTAL CHARGES FOR SERVICES | 51,300.72 | 51,300.72 | 609,100.00 | 557,799.28 | 8.4 |
| <u>FINES</u> | | | | | |
| 01-05-4410-00 MUNICIPAL COURT FINES & FE | 18,198.49 | 18,198.49 | 80,000.00 | 61,801.51 | 22.8 |
| 01-05-4420-00 SURCHARGE | 3,071.63 | 3,071.63 | 12,000.00 | 8,928.37 | 25.6 |
| TOTAL FINES | 21,270.12 | 21,270.12 | 92,000.00 | 70,729.88 | 23.1 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|-------------------|-------------------|---------------------|---------------------|--------------|
| <u>MISCELLANEOUS</u> | | | | | |
| 01-06-4510-00 COMM. CENTER RENTAL FEES | 3,560.00 | 3,560.00 | 10,000.00 | 6,440.00 | 35.6 |
| 01-06-4530-00 REFUND OF EXPENDITURES | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-06-4570-00 SCHOOL DISTRICT | .00 | .00 | 29,000.00 | 29,000.00 | .0 |
| TOTAL MISCELLANEOUS | 3,560.00 | 3,560.00 | 44,000.00 | 40,440.00 | 8.1 |
| <u>EARNINGS ON INVESTMENTS</u> | | | | | |
| 01-07-4610-00 EARNINGS ON INVESTMENTS | 21,649.70 | 21,649.70 | 50,000.00 | 28,350.30 | 43.3 |
| TOTAL EARNINGS ON INVESTMENTS | 21,649.70 | 21,649.70 | 50,000.00 | 28,350.30 | 43.3 |
| <u>SOURCE 08</u> | | | | | |
| 01-08-4530-00 DEVELOPERS COST PAYMENT | 24,450.50 | 24,450.50 | 5,000.00 | (19,450.50) | 489.0 |
| TOTAL SOURCE 08 | 24,450.50 | 24,450.50 | 5,000.00 | (19,450.50) | 489.0 |
| TOTAL FUND REVENUE | 494,656.89 | 494,656.89 | 8,115,200.00 | 7,620,543.11 | 6.1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT | |
|--------------------|-----------------------------|--------------|--------------|------------------|------------------|-----------|
| <u>LEGISLATIVE</u> | | | | | | |
| 01-10-5010-00 | BOARD MEMBERS COMPENSATION | .00 | .00 | 22,800.00 | 22,800.00 | .0 |
| 01-10-5050-00 | PAYROLL TAXES | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 01-10-5070-00 | WORKMEN'S COMPENSATION | 77.41 | 77.41 | 1,200.00 | 1,122.59 | 6.5 |
| 01-10-6511-00 | TRAINING | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-10-6522-00 | INSURANCE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-10-6544-03 | EQUIPMENT/SOFTWARE - IPADS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-10-8016-00 | PROFESSIONAL SERVICES | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-10-9028-00 | COUNCIL OUTREACH | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| | TOTAL LEGISLATIVE | 77.41 | 77.41 | 37,800.00 | 37,722.59 | .2 |
| <u>JUDICIAL</u> | | | | | | |
| 01-15-5011-00 | SAL-JUDGE | .00 | .00 | 13,000.00 | 13,000.00 | .0 |
| 01-15-5012-00 | SAL-PROS. ATT. | .00 | .00 | 28,700.00 | 28,700.00 | .0 |
| 01-15-6505-00 | OFFICE EXPENSES | 32.85 | 32.85 | 1,000.00 | 967.15 | 3.3 |
| 01-15-8016-00 | PROFESSIONAL SERVICES | .00 | .00 | 100.00 | 100.00 | .0 |
| | TOTAL JUDICIAL | 32.85 | 32.85 | 42,800.00 | 42,767.15 | .1 |
| <u>ELECTIONS</u> | | | | | | |
| 01-20-6413-00 | PUBLISHING | .00 | .00 | 700.00 | 700.00 | .0 |
| 01-20-8018-00 | COORDINATED ELECTION/COUNTY | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| | TOTAL ELECTIONS | .00 | .00 | 10,700.00 | 10,700.00 | .0 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|------------------|-------------------|-------------------|------------|
| <u>ADMINISTRATION</u> | | | | | |
| 01-25-5010-00 SALARIES | 5,613.74 | 5,613.74 | 90,000.00 | 84,386.26 | 6.2 |
| 01-25-5010-03 OVERTIME | .00 | .00 | 600.00 | 600.00 | .0 |
| 01-25-5011-00 PART TIME OFFICE | 285.56 | 285.56 | 13,000.00 | 12,714.44 | 2.2 |
| 01-25-5012-00 HOURLY COMMUNICATIONS STAFF | 998.82 | 998.82 | 17,200.00 | 16,201.18 | 5.8 |
| 01-25-5015-00 CLEANING SALARIES | 216.66 | 216.66 | 3,500.00 | 3,283.34 | 6.2 |
| 01-25-5025-00 MANAGER | 4,123.71 | 4,123.71 | 55,100.00 | 50,976.29 | 7.5 |
| 01-25-5050-00 PAYROLL TAXES | 828.59 | 828.59 | 13,500.00 | 12,671.41 | 6.1 |
| 01-25-5060-00 RETIREMENT FUND | 558.34 | 558.34 | 12,100.00 | 11,541.66 | 4.6 |
| 01-25-5065-00 HEALTH INSURANCE | 1,505.11 | 1,505.11 | 26,500.00 | 24,994.89 | 5.7 |
| 01-25-5070-00 WORKMAN'S COMPENSATION | 77.41 | 77.41 | 1,000.00 | 922.59 | 7.7 |
| 01-25-6010-00 UTILITIES | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 01-25-6505-00 OFFICE EXPENSE | 47.08 | 47.08 | 7,000.00 | 6,952.92 | .7 |
| 01-25-6506-00 UTILITY BILL MAILING | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 01-25-6510-00 TELEPHONE | .00 | .00 | 2,300.00 | 2,300.00 | .0 |
| 01-25-6511-00 TRAINING | .00 | .00 | 1,100.00 | 1,100.00 | .0 |
| 01-25-6513-00 PUBLISHING | .00 | .00 | 5,500.00 | 5,500.00 | .0 |
| 01-25-6515-00 DUES AND SUBSCRIPTIONS | 2,213.00 | 2,213.00 | 2,900.00 | 687.00 | 76.3 |
| 01-25-6518-00 CLEANING SUPPLIES | .00 | .00 | 1,700.00 | 1,700.00 | .0 |
| 01-25-6520-00 MILEAGE & EXPENSES | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-25-6522-00 INSURANCE & BONDS | .00 | .00 | 15,700.00 | 15,700.00 | .0 |
| 01-25-6544-05 SOFTWARE | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-25-6544-07 MISC. OFFICE EQPT. | .00 | .00 | 1,100.00 | 1,100.00 | .0 |
| 01-25-7020-00 MAINTENANCE & REPAIRS | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| 01-25-8010-00 AUDIT | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-25-8012-00 COMPUTER PROFESSIONAL SERV | 369.55 | 369.55 | 10,500.00 | 10,130.45 | 3.5 |
| 01-25-8014-00 LEGAL | .00 | .00 | 38,000.00 | 38,000.00 | .0 |
| 01-25-8015-00 TAPING MEETINGS | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 01-25-8016-00 SALARY STUDY FEES | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-25-8017-00 PROFESSIONAL SERVICES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-25-8019-00 TREASURER'S FEES | .00 | .00 | 55,000.00 | 55,000.00 | .0 |
| 01-25-9028-00 COMMUNICATIONS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| TOTAL ADMINISTRATION | 16,837.57 | 16,837.57 | 409,400.00 | 392,562.43 | 4.1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|------------------|-------------------|-------------------|------------|
| <u>PLANNING & ZONING</u> | | | | | |
| 01-30-5010-00 SALARIES | 8,847.66 | 8,847.66 | 117,400.00 | 108,552.34 | 7.5 |
| 01-30-5050-00 PAYROLL TAXES | 664.02 | 664.02 | 9,000.00 | 8,335.98 | 7.4 |
| 01-30-5060-00 RETIREMENT FUND | 817.12 | 817.12 | 10,900.00 | 10,082.88 | 7.5 |
| 01-30-5065-00 HEALTH INSURANCE | 1,634.02 | 1,634.02 | 18,500.00 | 16,865.98 | 8.8 |
| 01-30-5070-00 WORKMENS COMPENSATION | 77.41 | 77.41 | 1,700.00 | 1,622.59 | 4.6 |
| 01-30-6010-00 UTILITIES | .00 | .00 | 3,400.00 | 3,400.00 | .0 |
| 01-30-6505-00 OFFICE SUPPLIES | 32.85 | 32.85 | 2,500.00 | 2,467.15 | 1.3 |
| 01-30-6510-00 TELEPHONE | .00 | .00 | 1,400.00 | 1,400.00 | .0 |
| 01-30-6511-00 TRAINING | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-30-6513-00 PUBLISH/RECORD | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-30-6515-00 DUES/SUBSCRIPTIONS | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-30-6520-00 MILEAGE & EXPENSES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-30-6522-00 INSURANCE AND BONDS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-30-6544-04 MACHINERY AND EQPT. | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-30-8012-00 COMPUTER PROFESSIONAL SERVICES | 144.30 | 144.30 | 2,000.00 | 1,855.70 | 7.2 |
| 01-30-8014-00 LEGAL | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-30-8016-00 PROFESSIONAL SERVICES | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-30-8017-00 NORTH FRONT RANGE MPO | .00 | .00 | 6,700.00 | 6,700.00 | .0 |
| TOTAL PLANNING & ZONING | 12,217.38 | 12,217.38 | 188,600.00 | 176,382.62 | 6.5 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-------------------|-------------------|---------------------|---------------------|------------|
| <u>POLICE</u> | | | | | |
| 01-35-5010-00 SALARIES | 79,570.50 | 79,570.50 | 1,234,400.00 | 1,154,829.50 | 6.5 |
| 01-35-5010-03 OVERTIME PAY | 969.58 | 969.58 | 15,000.00 | 14,030.42 | 6.5 |
| 01-35-5013-00 CLERICAL SALARIES | 1,376.00 | 1,376.00 | 35,300.00 | 33,924.00 | 3.9 |
| 01-35-5015-00 PART-TIME SALARIES | 3,301.92 | 3,301.92 | 54,000.00 | 50,698.08 | 6.1 |
| 01-35-5050-00 PAYROLL TAXES | 6,324.21 | 6,324.21 | 102,500.00 | 96,175.79 | 6.2 |
| 01-35-5060-00 RETIREMENT | 4,638.47 | 4,638.47 | 72,000.00 | 67,361.53 | 6.4 |
| 01-35-5065-00 HEALTH INSURANCE | 19,084.25 | 19,084.25 | 330,000.00 | 310,915.75 | 5.8 |
| 01-35-5070-00 WORKMEN'S COMPENSATION | 3,560.86 | 3,560.86 | 53,600.00 | 50,039.14 | 6.6 |
| 01-35-6010-00 UTILITIES | .00 | .00 | 16,400.00 | 16,400.00 | .0 |
| 01-35-6505-00 OFFICE EXPENSE | 128.46 | 128.46 | 8,000.00 | 7,871.54 | 1.6 |
| 01-35-6510-00 TELEPHONE | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 01-35-6511-00 TRAINING | .00 | .00 | 11,000.00 | 11,000.00 | .0 |
| 01-35-6513-00 PUBLISHING | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-35-6515-00 DUES AND SUBSCRIPTIONS | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 01-35-6518-00 CLEANING SERVICES | 694.01 | 694.01 | 8,100.00 | 7,405.99 | 8.6 |
| 01-35-6522-00 INSURANCE AND BONDS | .00 | .00 | 50,500.00 | 50,500.00 | .0 |
| 01-35-6524-00 GAS AND OIL | .00 | .00 | 38,000.00 | 38,000.00 | .0 |
| 01-35-6526-00 OPERATING SUPPLIES | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 01-35-6527-00 UNIFORMS AND CLEANING | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-35-6528-00 WELD COUNTY MAINT. AGREEME | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 01-35-6544-02 COMPUTER SYSTEMS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-35-6544-04 RADAR GUNS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-35-6544-05 CELLULAR PHONES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-35-6544-06 VESTS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-35-6544-07 CAMERA & INVESTIGATION EQPT. | .00 | .00 | 2,600.00 | 2,600.00 | .0 |
| 01-35-6544-09 SHOOTING RANGE SUPPLIES | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 01-35-6544-10 OFFICE IMPROVEMENTS | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-35-6544-11 POLICE EQUIPMENT | .00 | .00 | 12,500.00 | 12,500.00 | .0 |
| 01-35-7010-00 BLDG. REPAIR & MAINT. | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 01-35-7020-00 REPAIRS AND MAINTENANCE | .00 | .00 | 11,000.00 | 11,000.00 | .0 |
| 01-35-8012-00 COMP. PROFESSIONAL SERVICE | 78.60 | 78.60 | 10,000.00 | 9,921.40 | .8 |
| 01-35-8014-00 LEGAL | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-35-8016-00 PROFESSIONAL SERVICES | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-35-8017-00 JUVENILE ASSESSMENT CENTER | .00 | .00 | 5,400.00 | 5,400.00 | .0 |
| 01-35-8021-00 COMP. LINK TO RECORDS | .00 | .00 | 10,500.00 | 10,500.00 | .0 |
| 01-35-9022-00 JAIL FEES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-35-9028-00 COMMUNITY SERVICES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-35-9028-01 TASK FORCE | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-35-9028-02 SRO (SCHOOL RESOURCE OFFICER) | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-35-9028-03 RECORDS CONTRACT | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| TOTAL POLICE | 119,726.86 | 119,726.86 | 2,170,500.00 | 2,050,773.14 | 5.5 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|-----------------|-----------------|-------------------|-------------------|------------|
| <u>PROTECTIVE INSPECTIONS</u> | | | | | |
| 01-40-5010-00 SALARIES | 1,816.45 | 1,816.45 | 32,300.00 | 30,483.55 | 5.6 |
| 01-40-5050-00 PAYROLL TAXES | 135.47 | 135.47 | 2,500.00 | 2,364.53 | 5.4 |
| 01-40-5060-00 RETIREMENT | 76.93 | 76.93 | 1,400.00 | 1,323.07 | 5.5 |
| 01-40-5065-00 HEALTH INSURANCE | 353.77 | 353.77 | 5,200.00 | 4,846.23 | 6.8 |
| 01-40-5070-00 WORKMEN'S COMPENSATION | 77.41 | 77.41 | 1,400.00 | 1,322.59 | 5.5 |
| 01-40-6010-00 UTILITIES | .00 | .00 | 3,900.00 | 3,900.00 | .0 |
| 01-40-6505-00 OFFICE EXPENSE | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| 01-40-6510-00 TELEPHONE | .00 | .00 | 1,600.00 | 1,600.00 | .0 |
| 01-40-6511-00 TRAINING | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-6513-00 PUBLISHING | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-6515-00 DUES & SUBSCRIPTIONS | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-40-6518-00 CLEANING & SUPPLIES | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-40-6522-00 INSURANCE AND BONDS | .00 | .00 | 8,500.00 | 8,500.00 | .0 |
| 01-40-6526-00 OPERATING SUPPLIES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-40-7020-00 REPAIR & MAINTENANCE | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-40-8012-00 COMP. PROF. SERVICES | 251.80 | 251.80 | 3,500.00 | 3,248.20 | 7.2 |
| 01-40-8014-00 LEGAL | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-8016-00 PROFESSIONAL SERVICES | .00 | .00 | 127,000.00 | 127,000.00 | .0 |
| TOTAL PROTECTIVE INSPECTIONS | 2,711.83 | 2,711.83 | 197,800.00 | 195,088.17 | 1.4 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|------------------|---------------------|---------------------|------------|
| <u>STREETS</u> | | | | | |
| 01-45-5010-00 SALARIES | 17,651.03 | 17,651.03 | 280,000.00 | 262,348.97 | 6.3 |
| 01-45-5010-03 OVERTIME | 194.52 | 194.52 | 7,000.00 | 6,805.48 | 2.8 |
| 01-45-5015-00 PART-TIME SALARIES | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 01-45-5050-00 PAYROLL TAXES | 1,309.03 | 1,309.03 | 23,200.00 | 21,890.97 | 5.6 |
| 01-45-5060-00 RETIREMENT FUND | 1,081.00 | 1,081.00 | 17,400.00 | 16,319.00 | 6.2 |
| 01-45-5065-00 HEALTH INSURANCE | 5,347.78 | 5,347.78 | 82,000.00 | 76,652.22 | 6.5 |
| 01-45-5070-00 WORKMEN'S COMPENSATION | 1,548.20 | 1,548.20 | 19,100.00 | 17,551.80 | 8.1 |
| 01-45-6010-00 UTILITIES | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-45-6015-00 UTILITIES - STREET LIGHTIN | .00 | .00 | 243,000.00 | 243,000.00 | .0 |
| 01-45-6505-00 OFFICE EXPENSE | .00 | .00 | 600.00 | 600.00 | .0 |
| 01-45-6510-00 TELEPHONE | .00 | .00 | 3,300.00 | 3,300.00 | .0 |
| 01-45-6511-00 TRAINING | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-45-6515-00 DUES & SUBSCRIPTIONS | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-45-6518-00 CLEANING SUPPLIES | 58.00 | 58.00 | 1,600.00 | 1,542.00 | 3.6 |
| 01-45-6522-00 INSURANCE AND BONDS | .00 | .00 | 28,000.00 | 28,000.00 | .0 |
| 01-45-6524-00 GAS & OIL | .00 | .00 | 15,500.00 | 15,500.00 | .0 |
| 01-45-6526-00 OPERATING SUPPLIES | .00 | .00 | 4,500.00 | 4,500.00 | .0 |
| 01-45-6530-00 SNOW AND ICE REMOVAL | .00 | .00 | 30,000.00 | 30,000.00 | .0 |
| 01-45-6532-00 TRASH SERVICE | .00 | .00 | 592,000.00 | 592,000.00 | .0 |
| 01-45-6534-00 WEED CONTROL | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-45-6536-00 STREET SIGNS | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-45-6544-03 EQUIPMENT | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-45-6544-06 HOLIDAY DECORATIONS | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 01-45-6544-07 TOOLS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-45-6544-09 SAFETY EQUIPMENT | .00 | .00 | 4,200.00 | 4,200.00 | .0 |
| 01-45-7020-00 REP & MAINT - EQUIP & BLDG | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 01-45-7030-00 REPAIR & MAINT. BLDGS. | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-45-8012-00 COMPUTER PROFESSIONAL SERVICES | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 01-45-8016-00 PROFESSIONAL SERVICES | 130.90 | 130.90 | 3,100.00 | 2,969.10 | 4.2 |
| TOTAL STREETS | 27,320.46 | 27,320.46 | 1,432,700.00 | 1,405,379.54 | 1.9 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-----------------|-----------------|------------------|------------------|------------|
| <u>CEMETERY</u> | | | | | |
| 01-50-5015-00 SALARIES | .00 | .00 | 12,000.00 | 12,000.00 | .0 |
| 01-50-5050-00 PAYROLL TAXES | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-50-5070-00 WORKMEN'S COMPENSATION | 77.41 | 77.41 | 1,500.00 | 1,422.59 | 5.2 |
| 01-50-6513-00 PUBLISHING | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-50-6522-00 INSURANCE | .00 | .00 | 2,100.00 | 2,100.00 | .0 |
| 01-50-6524-00 GAS & OIL | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 01-50-6526-00 SUPPLIES | .00 | .00 | 2,200.00 | 2,200.00 | .0 |
| 01-50-6533-00 TREE TRIMMING | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 01-50-6534-00 FERTILIZER & WEED CONTROL | .00 | .00 | 4,700.00 | 4,700.00 | .0 |
| 01-50-6544-03 SPINTRIMMER | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-50-6544-05 TOOLS | .00 | .00 | 400.00 | 400.00 | .0 |
| 01-50-6544-06 TREES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-50-7020-00 REPAIRS AND MAINTENANCE | .00 | .00 | 8,200.00 | 8,200.00 | .0 |
| 01-50-7025-00 SPRINKLER REPAIR | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 01-50-8016-00 PROFESSIONAL SERVICES | .00 | .00 | 500.00 | 500.00 | .0 |
| TOTAL CEMETERY | 77.41 | 77.41 | 44,500.00 | 44,422.59 | .2 |
| <u>ANIMAL CONTROL</u> | | | | | |
| 01-55-5010-00 SALARIES | 3,613.08 | 3,613.08 | 47,900.00 | 44,286.92 | 7.5 |
| 01-55-5010-03 OVERTIME | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-55-5050-00 PAYROLL TAXES | 259.52 | 259.52 | 3,700.00 | 3,440.48 | 7.0 |
| 01-55-5060-00 RET BEN | 153.03 | 153.03 | 2,100.00 | 1,946.97 | 7.3 |
| 01-55-5065-00 HEALTH BEN | 1,529.76 | 1,529.76 | 19,800.00 | 18,270.24 | 7.7 |
| 01-55-5070-00 WORKMENS COMPENSATION | 44.41 | 44.41 | 1,800.00 | 1,755.59 | 2.5 |
| 01-55-6522-00 INSURANCE | .00 | .00 | 3,900.00 | 3,900.00 | .0 |
| 01-55-6524-00 GAS AND OIL | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-55-6526-00 SUPPLIES | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 01-55-7020-00 REPAIR & MAINTENANCE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-55-7030-00 WEED/NUISANCE CONTROL | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 01-55-8016-00 PROFESSIONAL SERVICES | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| TOTAL ANIMAL CONTROL | 5,599.80 | 5,599.80 | 96,600.00 | 91,000.20 | 5.8 |
| <u>SENIOR COORDINATOR PROGRAM</u> | | | | | |
| 01-60-5015-00 PART-TIME SALARIES | 3,012.00 | 3,012.00 | 40,200.00 | 37,188.00 | 7.5 |
| 01-60-5050-00 PAYROLL TAXES | 223.44 | 223.44 | 3,100.00 | 2,876.56 | 7.2 |
| 01-60-5065-00 HEALTH INSURANCE | 649.33 | 649.33 | 8,400.00 | 7,750.67 | 7.7 |
| 01-60-5070-00 WORKMEN'S COMPENSATION | 77.41 | 77.41 | 1,700.00 | 1,622.59 | 4.6 |
| 01-60-6010-00 UTILITIES | .00 | .00 | 4,400.00 | 4,400.00 | .0 |
| 01-60-6510-00 TELEPHONE | .00 | .00 | 1,400.00 | 1,400.00 | .0 |
| 01-60-6520-00 MILEAGE | 65.00 | 65.00 | 3,200.00 | 3,135.00 | 2.0 |
| 01-60-6522-00 INSURANCE | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-60-7020-00 REPAIR & MAINTENANCE | 303.00 | 303.00 | 5,700.00 | 5,397.00 | 5.3 |
| TOTAL SENIOR COORDINATOR PROGRAM | 4,330.18 | 4,330.18 | 71,100.00 | 66,769.82 | 6.1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|------------------|------------------|-------------------|-------------------|------------|
| <u>PARKS</u> | | | | | |
| 01-65-5015-00 PART-TIME SALARIES | .00 | .00 | 22,000.00 | 22,000.00 | .0 |
| 01-65-5050-00 PAYROLL TAXES | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 01-65-5070-00 WORKMEN'S COMPENSATION | 77.41 | 77.41 | 2,000.00 | 1,922.59 | 3.9 |
| 01-65-6010-00 UTILITIES | .00 | .00 | 9,200.00 | 9,200.00 | .0 |
| 01-65-6511-00 TRAINING | .00 | .00 | 400.00 | 400.00 | .0 |
| 01-65-6522-00 INSURANCE AND BONDS | .00 | .00 | 2,200.00 | 2,200.00 | .0 |
| 01-65-6524-00 GAS AND OIL | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 01-65-6526-00 SUPPLIES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-65-6534-00 FERTILIZER AND WEED CONTROL | .00 | .00 | 11,500.00 | 11,500.00 | .0 |
| 01-65-6542-00 PORTA-POTTIES | .00 | .00 | 2,200.00 | 2,200.00 | .0 |
| 01-65-6544-01 MOWER | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-65-6544-02 SPIN TRIMMER | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-65-7020-00 REPAIRS AND MAINTENANCE | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-65-7025-00 SPRINKLER REPAIRS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| TOTAL PARKS | 77.41 | 77.41 | 66,900.00 | 66,822.59 | .1 |
| <u>LIBRARY</u> | | | | | |
| 01-70-7000-00 TOWN SUPPORT-LIBRARY | 34,041.00 | 34,041.00 | 408,500.00 | 374,459.00 | 8.3 |
| TOTAL LIBRARY | 34,041.00 | 34,041.00 | 408,500.00 | 374,459.00 | 8.3 |
| <u>DEPARTMENT 75</u> | | | | | |
| 01-75-6526-00 COMMUNITY CENTER SUPPLIES | 200.91 | 200.91 | 6,500.00 | 6,299.09 | 3.1 |
| 01-75-7020-00 COMMUNITY CENTER REPAIR | 303.00 | 303.00 | 10,000.00 | 9,697.00 | 3.0 |
| 01-75-7025-00 COMMUNITY CENTER UTILITIES | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 01-75-7031-00 DOWNTOWN BEAUTIFICATION | .00 | .00 | 27,000.00 | 27,000.00 | .0 |
| 01-75-7040-00 ARCHITECT FEES | .00 | .00 | 250,000.00 | 250,000.00 | .0 |
| 01-75-7041-00 GRANT MATCH | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-75-7054-00 TOWN HALL IMPROVEMENTS | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-75-7055-00 ECONOMIC DEVELOPMENT CONT. | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 01-75-7066-00 WEB SITE CONSULTANT | .00 | .00 | 3,700.00 | 3,700.00 | .0 |
| 01-75-7070-00 BARBEQUE DAYS CONTRIBUTION | .00 | .00 | 30,000.00 | 30,000.00 | .0 |
| 01-75-7080-00 MOSQUITO SPRAYING | .00 | .00 | 18,500.00 | 18,500.00 | .0 |
| 01-75-7090-00 INSURANCE DEDUCTIBLES | .00 | .00 | 17,000.00 | 17,000.00 | .0 |
| 01-75-7100-00 SEPARATION BENEFITS | .00 | .00 | 343,700.00 | 343,700.00 | .0 |
| 01-75-7125-00 GROUNDS MAINTENANCE | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 01-75-7129-00 NEWSLETTER/COMMUNICATION | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-75-7130-00 TOWN HALL MAINT. AGREEMENT | 132.95 | 132.95 | 5,000.00 | 4,867.05 | 2.7 |
| 01-75-7131-00 SAFETY AWARD PROGRAM | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-75-7132-00 MUSEUM IMPROVEMENTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| TOTAL DEPARTMENT 75 | 636.86 | 636.86 | 780,400.00 | 779,763.14 | .1 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

GENERAL FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---------------|------------|--------------|--------------|------|
| <u>TRANSFERS OUT</u> | | | | | |
| 01-80-7040-00 TRANSFER WATER FUND | .00 | .00 | 187,700.00 | 187,700.00 | .0 |
| 01-80-7050-00 TRANSFER - CONTINGENT FUND | .00 | .00 | 225,000.00 | 225,000.00 | .0 |
| 01-80-7080-00 TRANSFER TO DEVELOPERS COST | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 01-80-7081-00 FUNDING I-25 IMPROVEMENTS | .00 | .00 | 11,500.00 | 11,500.00 | .0 |
| 01-80-7110-00 SALES TAX REFUND | .00 | .00 | 200,000.00 | 200,000.00 | .0 |
| 01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT | .00 | .00 | 1,000,000.00 | 1,000,000.00 | .0 |
| TOTAL TRANSFERS OUT | .00 | .00 | 1,649,200.00 | 1,649,200.00 | .0 |
| TOTAL FUND EXPENDITURES | 223,687.02 | 223,687.02 | 7,607,500.00 | 7,383,812.98 | 2.9 |
| NET REVENUE OVER EXPENDITURES | 270,969.87 | 270,969.87 | 507,700.00 | 236,730.13 | 53.4 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|-------------------|-------------------|---------------------|---------------------|------------|
| 02-00-4310-00 WATER CHARGES | 120,732.17 | 120,732.17 | 2,100,000.00 | 1,979,267.83 | 5.8 |
| 02-00-4320-00 WATER TAP FEES | 41,316.68 | 41,316.68 | .00 | (41,316.68) | .0 |
| 02-00-4322-00 RAW WATER DEV. FEE | 27,665.60 | 27,665.60 | .00 | (27,665.60) | .0 |
| 02-00-4325-00 WATER REFUNDS | (1,043.72) | (1,043.72) | .00 | 1,043.72 | .0 |
| 02-00-4330-00 MISCELLANEOUS | 28,094.84 | 28,094.84 | 110,000.00 | 81,905.16 | 25.5 |
| 02-00-4610-00 EARNINGS ON INVESTMENTS | 9,227.13 | 9,227.13 | 45,000.00 | 35,772.87 | 20.5 |
| 02-00-4830-00 TRANSFER FROM GENERAL FUND | .00 | .00 | 187,700.00 | 187,700.00 | .0 |
| TOTAL SOURCE 00 | 225,992.70 | 225,992.70 | 2,442,700.00 | 2,216,707.30 | 9.3 |
| TOTAL FUND REVENUE | 225,992.70 | 225,992.70 | 2,442,700.00 | 2,216,707.30 | 9.3 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-----------------|-----------------|-------------------|-------------------|------------|
| <u>ADMINISTRATION</u> | | | | | |
| 02-25-5010-00 SALARIES | 2,764.88 | 2,764.88 | 56,500.00 | 53,735.12 | 4.9 |
| 02-25-5010-03 OVERTIME | .00 | .00 | 300.00 | 300.00 | .0 |
| 02-25-5015-00 PART-TIME SALARIES | 285.56 | 285.56 | 13,000.00 | 12,714.44 | 2.2 |
| 02-25-5020-00 JANITORIAL SALARIES | 216.67 | 216.67 | 2,700.00 | 2,483.33 | 8.0 |
| 02-25-5025-00 MANAGER | 2,124.33 | 2,124.33 | 28,500.00 | 26,375.67 | 7.5 |
| 02-25-5050-00 PAYROLL TAXES | 388.78 | 388.78 | 7,600.00 | 7,211.22 | 5.1 |
| 02-25-5060-00 RETIREMENT FUND | 291.25 | 291.25 | 7,600.00 | 7,308.75 | 3.8 |
| 02-25-5065-00 HEALTH INSURANCE | 736.44 | 736.44 | 13,200.00 | 12,463.56 | 5.6 |
| 02-25-5070-00 WORKMEN'S COMPENSATION | 77.41 | 77.41 | 900.00 | 822.59 | 8.6 |
| 02-25-6010-00 UTILITIES | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| 02-25-6505-00 OFFICE EXPENSE | (62.00) | (62.00) | 5,000.00 | 5,062.00 | (1.2) |
| 02-25-6506-00 UTILITY BILL MAILING | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 02-25-6507-00 BILL PRESENTMENT | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 02-25-6510-00 TELEPHONE | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 02-25-6511-00 TRAINING & MEETINGS | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 02-25-6513-00 PUBLISHING | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-6515-00 DUES AND SUBSCRIPTIONS | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 02-25-6518-00 CLEANING SUPPLIES | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-6520-00 MILEAGE & EXPENSES | .00 | .00 | 500.00 | 500.00 | .0 |
| 02-25-6522-00 INSURANCE & BONDS | .00 | .00 | 6,800.00 | 6,800.00 | .0 |
| 02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 02-25-6544-07 MISCELLANEOUS OFFICE | .00 | .00 | 300.00 | 300.00 | .0 |
| 02-25-7020-00 REPAIR & MAINT. | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-8010-00 AUDIT | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 02-25-8011-00 PROF. SERV.-WATER ADJUDICATION | .00 | .00 | 31,500.00 | 31,500.00 | .0 |
| 02-25-8012-00 COMP. PROFESSIONAL SERVICES | 369.55 | 369.55 | 6,400.00 | 6,030.45 | 5.8 |
| 02-25-8014-00 LEGAL | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 02-25-8016-00 SALARY STUDY FEES | .00 | .00 | 700.00 | 700.00 | .0 |
| 02-25-8017-00 PROFESSIONAL SERVICES | .00 | .00 | 31,500.00 | 31,500.00 | .0 |
| 02-25-9028-00 COMMUNICATIONS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| TOTAL ADMINISTRATION | 7,192.87 | 7,192.87 | 260,100.00 | 252,907.13 | 2.8 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

WATER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-------------------|-------------------|---------------------|---------------------|-------------|
| <u>OPERATIONS - WATER FUND</u> | | | | | |
| 02-70-5010-00 SALARIES | 15,064.56 | 15,064.56 | 230,000.00 | 214,935.44 | 6.6 |
| 02-70-5010-03 OVERTIME | 562.27 | 562.27 | 10,000.00 | 9,437.73 | 5.6 |
| 02-70-5015-00 PART TIME SALARIES | .00 | .00 | 2,600.00 | 2,600.00 | .0 |
| 02-70-5050-00 PAYROLL TAXES | 1,151.71 | 1,151.71 | 18,600.00 | 17,448.29 | 6.2 |
| 02-70-5060-00 RETIREMENT FUND | 734.18 | 734.18 | 13,500.00 | 12,765.82 | 5.4 |
| 02-70-5065-00 HEALTH INSURANCE | 4,316.44 | 4,316.44 | 64,000.00 | 59,683.56 | 6.7 |
| 02-70-5070-00 WORKMEN'S COMPENSATION | 774.10 | 774.10 | 8,700.00 | 7,925.90 | 8.9 |
| 02-70-6010-00 UTILITIES | .00 | .00 | 195,000.00 | 195,000.00 | .0 |
| 02-70-6510-00 TELEPHONE | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 02-70-6511-00 TRAINING | 450.00 | 450.00 | 3,100.00 | 2,650.00 | 14.5 |
| 02-70-6518-00 CLEANING SUPPLIES | 58.00 | 58.00 | 1,600.00 | 1,542.00 | 3.6 |
| 02-70-6522-00 INSURANCE | .00 | .00 | 26,000.00 | 26,000.00 | .0 |
| 02-70-6524-00 GAS AND OIL | .00 | .00 | 8,500.00 | 8,500.00 | .0 |
| 02-70-6526-00 CHEMICALS | .00 | .00 | 155,000.00 | 155,000.00 | .0 |
| 02-70-6527-00 SUPPLIES-SAFETY EQPT. | .00 | .00 | 3,400.00 | 3,400.00 | .0 |
| 02-70-6528-00 OPERATING SUPPLIES | 145.07 | 145.07 | 10,000.00 | 9,854.93 | 1.5 |
| 02-70-6544-01 METER UPGRADE | .00 | .00 | 95,000.00 | 95,000.00 | .0 |
| 02-70-6544-02 TOOLS | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 02-70-6544-07 TESTING EQUIPMENT | .00 | .00 | 4,200.00 | 4,200.00 | .0 |
| 02-70-6544-08 VEHICLE-PURCHASE | .00 | .00 | 33,000.00 | 33,000.00 | .0 |
| 02-70-6544-13 WATER PLANT IMPROVEMENTS | .00 | .00 | 85,000.00 | 85,000.00 | .0 |
| 02-70-6544-19 DAF SATURATOR SYSTEM | .00 | .00 | 65,000.00 | 65,000.00 | .0 |
| 02-70-6544-22 WATERLINE REPLACEMENT | .00 | .00 | 31,500.00 | 31,500.00 | .0 |
| 02-70-6544-29 INSTRUMENTATION UPGRADES | .00 | .00 | 65,000.00 | 65,000.00 | .0 |
| 02-70-6544-35 N. 2ND STREET WATERLINE PROJEC | .00 | .00 | 245,000.00 | 245,000.00 | .0 |
| 02-70-6544-36 FIRE HYDRANT REPAIRS | .00 | .00 | 42,000.00 | 42,000.00 | .0 |
| 02-70-7015-00 R&M WATERLINES | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 02-70-7020-00 REPAIRS & MAINTENANCE | .00 | .00 | 83,000.00 | 83,000.00 | .0 |
| 02-70-7022-00 VEHICLE REPAIRS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 02-70-7030-00 PURCHASED WATER | .00 | .00 | 12,700.00 | 12,700.00 | .0 |
| 02-70-7031-00 CWCWD EMERGENCY CONNECTION | .00 | .00 | 7,100.00 | 7,100.00 | .0 |
| 02-70-7035-00 WATER ASSESSMENT | .00 | .00 | 115,000.00 | 115,000.00 | .0 |
| 02-70-7090-00 INSURANCE DEDUCTIBLES | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 02-70-8012-00 PROFESSIONAL SERVICES | 144.30 | 144.30 | 45,000.00 | 44,855.70 | .3 |
| TOTAL OPERATIONS - WATER FUND | 23,400.63 | 23,400.63 | 1,735,000.00 | 1,711,599.37 | 1.4 |
| TOTAL FUND EXPENDITURES | 30,593.50 | 30,593.50 | 1,995,100.00 | 1,964,506.50 | 1.5 |
| NET REVENUE OVER EXPENDITURES | 195,399.20 | 195,399.20 | 447,600.00 | 252,200.80 | 43.7 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|-------------------|-------------------|---------------------|---------------------|-------------|
| 03-00-4310-00 SEWER CHARGES | 151,550.80 | 151,550.80 | 1,730,000.00 | 1,578,449.20 | 8.8 |
| 03-00-4320-00 SEWER TAP FEES | 20,500.00 | 20,500.00 | .00 | (20,500.00) | .0 |
| 03-00-4330-00 MISCELLANEOUS | 3,850.00 | 3,850.00 | 10,000.00 | 6,150.00 | 38.5 |
| 03-00-4610-00 EARNINGS ON INVESTMENTS | 7,057.78 | 7,057.78 | 35,000.00 | 27,942.22 | 20.2 |
| TOTAL SOURCE 00 | 182,958.58 | 182,958.58 | 1,775,000.00 | 1,592,041.42 | 10.3 |
| TOTAL FUND REVENUE | 182,958.58 | 182,958.58 | 1,775,000.00 | 1,592,041.42 | 10.3 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|------------------|-------------------|-------------------|------------|
| <u>PERSONNEL</u> | | | | | |
| 03-25-5010-00 SALARIES | 3,453.14 | 3,453.14 | 73,500.00 | 70,046.86 | 4.7 |
| 03-25-5010-03 OVERTIME | .00 | .00 | 500.00 | 500.00 | .0 |
| 03-25-5015-00 PART-TIME SALARIES | 285.56 | 285.56 | 13,000.00 | 12,714.44 | 2.2 |
| 03-25-5020-00 JANITORIAL SALARIES | 216.67 | 216.67 | 2,600.00 | 2,383.33 | 8.3 |
| 03-25-5025-00 MANAGER SALARIES | 4,123.71 | 4,123.71 | 55,100.00 | 50,976.29 | 7.5 |
| 03-25-5050-00 PAYROLL TAXES | 591.01 | 591.01 | 10,900.00 | 10,308.99 | 5.4 |
| 03-25-5060-00 RETIREMENT FUND | 449.61 | 449.61 | 11,200.00 | 10,750.39 | 4.0 |
| 03-25-5065-00 HEALTH INSURANCE | 1,084.97 | 1,084.97 | 28,100.00 | 27,015.03 | 3.9 |
| 03-25-5070-00 WORKMEN'S COMPENSATION | 77.41 | 77.41 | 800.00 | 722.59 | 9.7 |
| 03-25-6010-00 UTILITIES - TOWN HALL | .00 | .00 | 4,400.00 | 4,400.00 | .0 |
| 03-25-6505-00 OFFICE EXPENSES | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 03-25-6506-00 UTILITY BILL MAILING | .00 | .00 | 7,400.00 | 7,400.00 | .0 |
| 03-25-6507-00 ON LINE BILL PRESENTMENT | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 03-25-6510-00 TELEPHONE | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 03-25-6511-00 TRAINING & MEETINGS | .00 | .00 | 700.00 | 700.00 | .0 |
| 03-25-6515-00 DUES & SUBSCRIPTIONS | .00 | .00 | 500.00 | 500.00 | .0 |
| 03-25-6518-00 CLEANING SUPPLIES | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 03-25-6520-00 MILEAGE & EXPENSES | .00 | .00 | 800.00 | 800.00 | .0 |
| 03-25-6522-00 INSURANCE & BONDS | .00 | .00 | 7,200.00 | 7,200.00 | .0 |
| 03-25-6544-02 COMPUTER SOFTWARE | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 03-25-6544-04 CAPITAL OUTLAY - COMPUTER | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 03-25-6544-07 MISCELLANEOUS OFFICE | .00 | .00 | 400.00 | 400.00 | .0 |
| 03-25-7020-00 REPAIR & MAINTENANCE | .00 | .00 | 1,100.00 | 1,100.00 | .0 |
| 03-25-8010-00 AUDIT | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 03-25-8012-00 PROFESSIONAL SERVICES | 369.55 | 369.55 | 6,300.00 | 5,930.45 | 5.9 |
| 03-25-8014-00 LEGAL | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 03-25-8016-00 SALARY STUDY | .00 | .00 | 800.00 | 800.00 | .0 |
| 03-25-8017-00 PROFESSIONAL SERVICES - ENG. | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| TOTAL PERSONNEL | 10,651.63 | 10,651.63 | 284,100.00 | 273,448.37 | 3.8 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

SEWER FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|---------------|------------|--------------|--------------|-------|
| <u>OPERATIONS - SEWER FUND</u> | | | | | |
| 03-70-5010-00 SALARIES | 18,412.21 | 18,412.21 | 273,000.00 | 254,587.79 | 6.7 |
| 03-70-5010-03 OVERTIME PAY | 687.20 | 687.20 | 10,000.00 | 9,312.80 | 6.9 |
| 03-70-5050-00 PAYROLL TAXES | 1,407.61 | 1,407.61 | 21,700.00 | 20,292.39 | 6.5 |
| 03-70-5060-00 RETIREMENT FUND | 897.29 | 897.29 | 16,000.00 | 15,102.71 | 5.6 |
| 03-70-5065-00 HEALTH INSURANCE | 5,275.68 | 5,275.68 | 81,000.00 | 75,724.32 | 6.5 |
| 03-70-5070-00 WORKMEN'S COMPENSATION | 696.69 | 696.69 | 9,000.00 | 8,303.31 | 7.7 |
| 03-70-6010-00 UTILITIES | 1,048.80 | 1,048.80 | 230,000.00 | 228,951.20 | .5 |
| 03-70-6510-00 TELEPHONE | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 03-70-6511-00 TRAINING | .00 | .00 | 3,300.00 | 3,300.00 | .0 |
| 03-70-6518-00 CLEANING SUPPLIES | 58.00 | 58.00 | 1,500.00 | 1,442.00 | 3.9 |
| 03-70-6522-00 INSURANCE | .00 | .00 | 28,500.00 | 28,500.00 | .0 |
| 03-70-6524-00 GAS AND OIL | .00 | .00 | 9,100.00 | 9,100.00 | .0 |
| 03-70-6525-00 GIS MAPPING | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 03-70-6526-00 CHEMICALS | .00 | .00 | 113,500.00 | 113,500.00 | .0 |
| 03-70-6527-00 SUPPLIES-SAFETY EQPT. | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 03-70-6528-00 OPERATING SUPPLIES | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 03-70-6544-02 TOOLS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 03-70-6544-03 VEHICLE | .00 | .00 | 33,000.00 | 33,000.00 | .0 |
| 03-70-6544-04 MANHOLE INSTALLATION | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 03-70-6544-10 SEWERLINE REPLACEMENT | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 03-70-6544-16 INSTRUMENTATION UPGRADES | .00 | .00 | 115,000.00 | 115,000.00 | .0 |
| 03-70-6544-23 CENTRAL PLANT GENERATOR | .00 | .00 | 145,000.00 | 145,000.00 | .0 |
| 03-70-7015-00 REPAIRS & MAINT - MAINS | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 03-70-7020-00 REPAIRS & MAINTENANCE | .00 | .00 | 90,000.00 | 90,000.00 | .0 |
| 03-70-7022-00 VEHICLE REPAIRS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 03-70-7023-00 WEED CONTROL/GROUND MAINT. | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 03-70-7025-00 SEWERLINE CLEANING | .00 | .00 | 35,000.00 | 35,000.00 | .0 |
| 03-70-7090-00 INSURANCE DEDUCTIBLES | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 03-70-8012-00 PROFESSIONAL SERVICES | .00 | .00 | 50,000.00 | 50,000.00 | .0 |
| | | | | | |
| TOTAL OPERATIONS - SEWER FUND | 28,483.48 | 28,483.48 | 1,386,600.00 | 1,358,116.52 | 2.1 |
| | | | | | |
| TOTAL FUND EXPENDITURES | 39,135.11 | 39,135.11 | 1,670,700.00 | 1,631,564.89 | 2.3 |
| | | | | | |
| NET REVENUE OVER EXPENDITURES | 143,823.47 | 143,823.47 | 104,300.00 | (39,523.47) | 137.9 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CONSERVATION TRUST

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--------------------------------------|------------------|------------------|-------------------|-------------------|------------|
| 05-00-4070-00 COLORADO LOTTERY | .00 | .00 | 55,000.00 | 55,000.00 | .0 |
| 05-00-4110-00 PARK FEES | 3,505.00 | 3,505.00 | 62,500.00 | 58,995.00 | 5.6 |
| 05-00-4130-00 LARIMER COUNTY USE TAX | 8,160.02 | 8,160.02 | 80,000.00 | 71,839.98 | 10.2 |
| 05-00-4330-00 OTHER | 1,134.41 | 1,134.41 | 1,200.00 | 65.59 | 94.5 |
| 05-00-4610-00 CT-EARNINGS ON INVEST. | 3,198.88 | 3,198.88 | 3,500.00 | 301.12 | 91.4 |
| TOTAL SOURCE 00 | 15,998.31 | 15,998.31 | 202,200.00 | 186,201.69 | 7.9 |
| TOTAL FUND REVENUE | 15,998.31 | 15,998.31 | 202,200.00 | 186,201.69 | 7.9 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CONSERVATION TRUST

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|------------------|------------------|-------------------|-------------------|-------------|
| 05-70-6533-00 TREE TRIMMING | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 05-70-6544-01 CAPITAL - TREES | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 05-70-6544-04 LAWN MOWER | .00 | .00 | 17,200.00 | 17,200.00 | .0 |
| 05-70-6545-00 EDDIE ARAGON PARK | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 05-70-6546-00 SUNRISE PARK | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 05-70-6547-00 PARISH PARK | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 05-70-6548-00 HAYS PARK | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 05-70-6549-00 PIONEER RIDGE PARK | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 05-70-6550-00 ROLLING HILLS RANCH PARK | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 05-70-6551-00 JOHNSTOWN LAKE PARK | .00 | .00 | 18,500.00 | 18,500.00 | .0 |
| 05-70-6553-00 CLEARVIEW PARK | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 05-70-7020-00 REPAIR & MAINT. | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| TOTAL DEPARTMENT 70 | .00 | .00 | 81,300.00 | 81,300.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 81,300.00 | 81,300.00 | .0 |
| NET REVENUE OVER EXPENDITURES | 15,998.31 | 15,998.31 | 120,900.00 | 104,901.69 | 13.2 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CONTINGENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|---------------|-------------------|-------------------|-----------|
| 06-00-4110-00 TRANSFER FROM GENERAL FUND | .00 | .00 | 225,000.00 | 225,000.00 | .0 |
| 06-00-4610-00 CF-EARNINGS ON INVESTMENTS | 980.24 | 980.24 | 500.00 | (480.24) | 196.1 |
| TOTAL SOURCE 00 | 980.24 | 980.24 | 225,500.00 | 224,519.76 | .4 |
| TOTAL FUND REVENUE | 980.24 | 980.24 | 225,500.00 | 224,519.76 | .4 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CONTINGENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------------|---------------|------------|-----------------|-----------------|------|
| 06-70-6544-00 TRANSFER TO BANK FUND | .00 | .00 | 1,683,000.00 | 1,683,000.00 | .0 |
| TOTAL DEPARTMENT 70 | .00 | .00 | 1,683,000.00 | 1,683,000.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 1,683,000.00 | 1,683,000.00 | .0 |
| NET REVENUE OVER EXPENDITURES | 980.24 | 980.24 | (1,457,500.00) | (1,458,480.24) | .1 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CEMETERY FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|---------------|-----------------|-----------------|------------|
| 07-00-4310-00 CEMETERY LOTS AND CARE | 115.00 | 115.00 | 2,800.00 | 2,685.00 | 4.1 |
| 07-00-4610-00 CP-EARNINGS ON INVESTMENTS | 133.06 | 133.06 | 100.00 | (33.06) | 133.1 |
| TOTAL SOURCE 00 | 248.06 | 248.06 | 2,900.00 | 2,651.94 | 8.6 |
| TOTAL FUND REVENUE | 248.06 | 248.06 | 2,900.00 | 2,651.94 | 8.6 |
| NET REVENUE OVER EXPENDITURES | 248.06 | 248.06 | 2,900.00 | 2,651.94 | 8.6 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

EQUIPMENT REPLACEMENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|--|---------------|------------|--------------|--------------|------|
| 09-00-4110-00 TRANSFER FROM GENERAL FUND | .00 | .00 | 1,000,000.00 | 1,000,000.00 | .0 |
| 09-00-4610-00 EARNINGS ON INVESTMENTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| TOTAL SOURCE 00 | .00 | .00 | 1,005,000.00 | 1,005,000.00 | .0 |
| TOTAL FUND REVENUE | .00 | .00 | 1,005,000.00 | 1,005,000.00 | .0 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

EQUIPMENT REPLACEMENT FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------|------------|-------------------|-------------------|-----------|
| 09-70-6544-02 EQUIPMENT PURCHASE | .00 | .00 | 223,700.00 | 223,700.00 | .0 |
| 09-70-6544-04 POLICE VEHICLE | .00 | .00 | 154,200.00 | 154,200.00 | .0 |
| 09-70-6544-06 MOWER FOR CEMETERY | .00 | .00 | 17,400.00 | 17,400.00 | .0 |
| 09-70-6544-07 PUBLIC WORKS EQUIPMENT | .00 | .00 | 39,000.00 | 39,000.00 | .0 |
| 09-70-6544-10 COMPUTERS | .00 | .00 | 4,200.00 | 4,200.00 | .0 |
| TOTAL DEPARTMENT 70 | .00 | .00 | 438,500.00 | 438,500.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 438,500.00 | 438,500.00 | .0 |
| NET REVENUE OVER EXPENDITURES | .00 | .00 | 566,500.00 | 566,500.00 | .0 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

DRAINAGE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|------------------|------------------|-------------------|-------------------|------------|
| 11-00-4110-00 DRAINAGE FEES | 33,196.00 | 33,196.00 | 390,000.00 | 356,804.00 | 8.5 |
| 11-00-4610-00 EARNINGS ON INVESTMENTS | 2,111.84 | 2,111.84 | 6,200.00 | 4,088.16 | 34.1 |
| TOTAL SOURCE 00 | 35,307.84 | 35,307.84 | 396,200.00 | 360,892.16 | 8.9 |
| TOTAL FUND REVENUE | 35,307.84 | 35,307.84 | 396,200.00 | 360,892.16 | 8.9 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

DRAINAGE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|-----------------|-----------------|-------------------|-------------------|------------|
| <u>ADMINISTRATION</u> | | | | | |
| 11-25-5010-00 CLERICAL SALARIES | 1,044.20 | 1,044.20 | 37,500.00 | 36,455.80 | 2.8 |
| 11-25-5010-03 OVERTIME | .00 | .00 | 100.00 | 100.00 | .0 |
| 11-25-5011-00 PART TIME OFFICE | 285.56 | 285.56 | 12,600.00 | 12,314.44 | 2.3 |
| 11-25-5025-00 MANAGER | 2,124.33 | 2,124.33 | 27,900.00 | 25,775.67 | 7.6 |
| 11-25-5050-00 PAYROLL TAXES | 260.23 | 260.23 | 6,000.00 | 5,739.77 | 4.3 |
| 11-25-5060-00 RETIREMENT FUND | 132.33 | 132.33 | 5,700.00 | 5,567.67 | 2.3 |
| 11-25-5065-00 HEALTH INSURANCE | 404.72 | 404.72 | 10,200.00 | 9,795.28 | 4.0 |
| 11-25-5070-00 WORKMAN'S COMPENSATION | 77.41 | 77.41 | 700.00 | 622.59 | 11.1 |
| 11-25-6010-00 UTILITIES | .00 | .00 | 1,700.00 | 1,700.00 | .0 |
| 11-25-6505-00 OFFICE SUPPLIES | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 11-25-6506-00 UTILITY BILL MAILING | .00 | .00 | 7,600.00 | 7,600.00 | .0 |
| 11-25-6507-00 ON LINE BILL PRESENTMENT | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 11-25-6510-00 TELEPHONE | .00 | .00 | 800.00 | 800.00 | .0 |
| 11-25-6522-00 INSURANCE AND BONDS | .00 | .00 | 2,700.00 | 2,700.00 | .0 |
| 11-25-6544-04 COMPUTER SOFTWARE | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 11-25-7020-00 MAINTENANCE AND REPAIRS | .00 | .00 | 500.00 | 500.00 | .0 |
| 11-25-8010-00 AUDIT | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 11-25-8012-00 COMPUTER PROF. SERVICES | 332.75 | 332.75 | 3,500.00 | 3,167.25 | 9.5 |
| 11-25-8014-00 LEGAL | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 11-25-8017-00 PROFESSIONAL SERVICES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| TOTAL ADMINISTRATION | 4,661.53 | 4,661.53 | 129,200.00 | 124,538.47 | 3.6 |
| <u>OPERATIONS</u> | | | | | |
| 11-70-5010-00 SALARIES | 1,286.40 | 1,286.40 | 61,000.00 | 59,713.60 | 2.1 |
| 11-70-5010-03 OVERTIME | .00 | .00 | 600.00 | 600.00 | .0 |
| 11-70-5050-00 PAYROLL TAXES | 89.94 | 89.94 | 4,800.00 | 4,710.06 | 1.9 |
| 11-70-5060-00 RETIREMENT FUND | 54.48 | 54.48 | 4,200.00 | 4,145.52 | 1.3 |
| 11-70-5065-00 HEALTH INSURANCE | 774.40 | 774.40 | 23,000.00 | 22,225.60 | 3.4 |
| 11-70-5070-00 WORKMEN'S COMPENSATION | 232.23 | 232.23 | 1,800.00 | 1,567.77 | 12.9 |
| 11-70-6510-00 TELEPHONE | .00 | .00 | 900.00 | 900.00 | .0 |
| 11-70-6511-00 TRAINING | .00 | .00 | 600.00 | 600.00 | .0 |
| 11-70-6522-00 INSURANCE | .00 | .00 | 4,800.00 | 4,800.00 | .0 |
| 11-70-6524-00 GAS & OIL | .00 | .00 | 2,200.00 | 2,200.00 | .0 |
| 11-70-6526-00 OPERATING SUPPLIES | .00 | .00 | 1,100.00 | 1,100.00 | .0 |
| 11-70-6544-06 INFRASTRUCTURE REPAIR | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 11-70-6544-12 NORTH 2ND STREET PROJECT | .00 | .00 | 364,000.00 | 364,000.00 | .0 |
| 11-70-7020-00 REPAIR & MAINTENANCE | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 11-70-7022-00 VEHICLE REPAIRS | .00 | .00 | 800.00 | 800.00 | .0 |
| 11-70-7024-00 INLET REPLACEMENT | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 11-70-7026-00 CURB/GUTTER REPLACEMENT | .00 | .00 | 35,000.00 | 35,000.00 | .0 |
| TOTAL OPERATIONS | 2,437.45 | 2,437.45 | 546,800.00 | 544,362.55 | .5 |
| TOTAL FUND EXPENDITURES | 7,098.98 | 7,098.98 | 676,000.00 | 668,901.02 | 1.1 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

DRAINAGE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|------------|---------------|---------------|------|
| NET REVENUE OVER EXPENDITURES | 28,208.86 | 28,208.86 | (279,800.00) | (308,008.86) | 10.1 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

LIBRARY

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--------------------------------------|---------------------|---------------------|------------|---------------------|-----------|
| 14-00-5010-00 LIBRARY- SALARIES | 18,770.30 | 18,770.30 | .00 | (18,770.30) | .0 |
| 14-00-5050-00 LIBRARY-PAYROLL TAXES | 1,407.68 | 1,407.68 | .00 | (1,407.68) | .0 |
| 14-00-5065-00 HEALTH INS. | 369.30 | 369.30 | .00 | (369.30) | .0 |
| 14-00-5070-00 WORKMENS COMPENSATION | 110.41 | 110.41 | .00 | (110.41) | .0 |
| TOTAL DEPARTMENT 00 | 20,657.69 | 20,657.69 | .00 | (20,657.69) | .0 |
| TOTAL FUND EXPENDITURES | 20,657.69 | 20,657.69 | .00 | (20,657.69) | .0 |
| NET REVENUE OVER EXPENDITURES | (20,657.69) | (20,657.69) | .00 | 20,657.69 | .0 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CAPITAL PROJECTS FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------|
| 15-00-4060-00 USE TAX | 120,585.75 | 120,585.75 | 850,000.00 | 729,414.25 | 14.2 |
| 15-00-4610-00 EARNINGS ON INVESTMENTS | 10,273.69 | 10,273.69 | 40,000.00 | 29,726.31 | 25.7 |
| TOTAL SOURCE 00 | 130,859.44 | 130,859.44 | 890,000.00 | 759,140.56 | 14.7 |
| TOTAL FUND REVENUE | 130,859.44 | 130,859.44 | 890,000.00 | 759,140.56 | 14.7 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

CAPITAL PROJECTS FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|-------------------|-------------------|------------------------|------------------------|-------------|
| 15-70-7015-00 ANNUAL OVERLAY | .00 | .00 | 250,000.00 | 250,000.00 | .0 |
| 15-70-7020-00 STREET REPAIR & MAINT. | .00 | .00 | 150,000.00 | 150,000.00 | .0 |
| 15-70-7022-00 ALLEY IMPROVEMENTS | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 15-70-7030-00 CEMETERY IMPROVEMENTS | .00 | .00 | 18,000.00 | 18,000.00 | .0 |
| 15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7045-00 STREETLIGHTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7047-00 SIGNS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7061-00 NORTH 2ND STREET IMPROVEMENTS | .00 | .00 | 1,328,000.00 | 1,328,000.00 | .0 |
| 15-70-7065-00 SIDEWALK/CURB REPL. | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 15-70-7085-00 SHOP IMPROVEMENTS | .00 | .00 | 5,500.00 | 5,500.00 | .0 |
| TOTAL DEPARTMENT 70 | .00 | .00 | 1,783,500.00 | 1,783,500.00 | .0 |
| 15-80-7060-00 REBATE | .00 | .00 | 170,000.00 | 170,000.00 | .0 |
| 15-80-7090-00 I-25 GRANT CONTRIBUTION | .00 | .00 | 250,000.00 | 250,000.00 | .0 |
| TOTAL DEPARTMENT 80 | .00 | .00 | 420,000.00 | 420,000.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 2,203,500.00 | 2,203,500.00 | .0 |
| NET REVENUE OVER EXPENDITURES | 130,859.44 | 130,859.44 | (1,313,500.00) | (1,444,359.44) | 10.0 |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

JOHNSON'S CORNER IMP. FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|-----------------|-----------------|------------------|------------------|-------------|
| 16-00-4070-00 FROM SALES TAX | 9,900.67 | 9,900.67 | 98,000.00 | 88,099.33 | 10.1 |
| 16-00-4610-00 EARNINGS ON INVESTMENTS | .00 | .00 | 40.00 | 40.00 | .0 |
| TOTAL SOURCE 00 | 9,900.67 | 9,900.67 | 98,040.00 | 88,139.33 | 10.1 |
| TOTAL FUND REVENUE | 9,900.67 | 9,900.67 | 98,040.00 | 88,139.33 | 10.1 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

JOHNSON'S CORNER IMP. FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------------------------|---------------|------------|--------------|--------------|------|
| 16-70-7010-00 CONSTRUCTION | .00 | .00 | 111,640.00 | 111,640.00 | .0 |
| TOTAL DEPARTMENT 70 | .00 | .00 | 111,640.00 | 111,640.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 111,640.00 | 111,640.00 | .0 |
| NET REVENUE OVER EXPENDITURES | 9,900.67 | 9,900.67 | (13,600.00) | (23,500.67) | 72.8 |

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---------------|---------------|----------------|----------------|---------|
| 17-00-4610-00 EARNINGS ON INVESTMENTS | 6,248.02 | 6,248.02 | 35,000.00 | 28,751.98 | 17.9 |
| TOTAL SOURCE 00 | 6,248.02 | 6,248.02 | 35,000.00 | 28,751.98 | 17.9 |
| <u>SOURCE 01</u> | | | | | |
| 17-01-4110-01 TRANSPORATION FAC. DEV. FEE | 14,317.00 | 14,317.00 | 250,000.00 | 235,683.00 | 5.7 |
| 17-01-4110-02 POLICE FACILTIES DEV. FEE | 3,773.00 | 3,773.00 | 72,000.00 | 68,227.00 | 5.2 |
| 17-01-4110-03 PUBLIC FACILITIES DEV. FEE | 8,849.00 | 8,849.00 | 170,000.00 | 161,151.00 | 5.2 |
| 17-01-4110-04 PARKS & OPEN SPACE DEV. FEE | 7,433.00 | 7,433.00 | 144,000.00 | 136,567.00 | 5.2 |
| 17-01-4110-05 LIBRARY FACILITIES FEE | 4,512.00 | 4,512.00 | 85,000.00 | 80,488.00 | 5.3 |
| 17-01-4110-06 TRAFFIC SIGNAL | 278.86 | 278.86 | 5,000.00 | 4,721.14 | 5.6 |
| TOTAL SOURCE 01 | 39,162.86 | 39,162.86 | 726,000.00 | 686,837.14 | 5.4 |
| TOTAL FUND REVENUE | 45,410.88 | 45,410.88 | 761,000.00 | 715,589.12 | 6.0 |

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2017

IMPACT FEES

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|--|----------------------|----------------------|------------------------|------------------------|---------------|
| 17-70-6544-01 POLICE VEHICLE | .00 | .00 | 105,000.00 | 105,000.00 | .0 |
| 17-70-6544-15 POLICE EQUIPMENT | .00 | .00 | 38,000.00 | 38,000.00 | .0 |
| 17-70-6544-17 POLICE SUBSTATION OFFICE EQUIP | .00 | .00 | 22,000.00 | 22,000.00 | .0 |
| 17-70-6544-18 POLICE SUBSTATION CONST. COSTS | 153,846.59 | 153,846.59 | 154,000.00 | 153.41 | 99.9 |
| 17-70-6544-19 ANNUAL LEASE/UTILITIES | 1,405.00 | 1,405.00 | 26,500.00 | 25,095.00 | 5.3 |
| 17-70-8017-00 PARKS & OPEN - PROFESSIONAL | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 17-70-8018-00 TRANSPORTATION EXPENDITURES | .00 | .00 | 1,965,000.00 | 1,965,000.00 | .0 |
| 17-70-8018-02 HWY 34/LARIMER PKWY SIGNAL | .00 | .00 | 500,000.00 | 500,000.00 | .0 |
| TOTAL DEPARTMENT 70 | 155,251.59 | 155,251.59 | 2,825,500.00 | 2,670,248.41 | 5.5 |
| TOTAL FUND EXPENDITURES | 155,251.59 | 155,251.59 | 2,825,500.00 | 2,670,248.41 | 5.5 |
| NET REVENUE OVER EXPENDITURES | (109,840.71) | (109,840.71) | (2,064,500.00) | (1,954,659.29) | (5.3) |

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

FUND 20

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---------------------------------------|------------------|------------------|-------------------|-------------------|-------------|
| 20-00-4110-00 STREET MAINTENANCE FEES | 25,526.81 | 25,526.81 | 250,000.00 | 224,473.19 | 10.2 |
| 20-00-4610-00 EARNINGS ON INVESTMENTS | .00 | .00 | 200.00 | 200.00 | .0 |
| TOTAL SOURCE 00 | 25,526.81 | 25,526.81 | 250,200.00 | 224,673.19 | 10.2 |
| TOTAL FUND REVENUE | 25,526.81 | 25,526.81 | 250,200.00 | 224,673.19 | 10.2 |

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 1 MONTHS ENDING JANUARY 31, 2017

FUND 20

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|----------------------------------|---------------|------------|------------|------------|------|
| 20-70-7020-00 STREET MAINTENANCE | .00 | .00 | 150,000.00 | 150,000.00 | .0 |
| TOTAL DEPARTMENT 70 | .00 | .00 | 150,000.00 | 150,000.00 | .0 |
| TOTAL FUND EXPENDITURES | .00 | .00 | 150,000.00 | 150,000.00 | .0 |
| NET REVENUE OVER EXPENDITURES | 25,526.81 | 25,526.81 | 100,200.00 | 74,673.19 | 25.5 |

AGENDA ITEM 9A

**AMENDED
SUBDIVISION DEVELOPMENT
AND
IMPROVEMENT AGREEMENT
(Thompson River Ranch Filing No. 5)
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE – Amended Subdivision Development and Improvement Agreement for Thompson River Ranch, Filing No. 5**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the amended subdivision development and improvement agreement.
4. Ask to hear from anyone who opposes the amended subdivision development and improvement agreement.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
 - a. Need motion to approve or deny the amended subdivision development and improvement agreement.

(SUGGESTED MOTIONS):

For Approval:

I move to approve the amended subdivision development and improvement agreement for Thompson River Ranch, Filing No. 5.

For Denial:

I move to deny approval of the amended subdivision development and improvement agreement for Thompson River Ranch, Filing No. 5.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 22, 2017

ITEM NUMBER: 9A

SUBJECT: *Public Hearing - Amended Subdivision Development and Improvement Agreement - Thompson River Ranch Filing No. 5

ACTION PROPOSED: Consider Approval of Amended Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 5

PRESENTED BY: John Franklin, Town Planner and Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION: The Final Plat and Development Agreement for Thompson River Ranch Filing No. 5 was approved on February 27, 2015. A copy of the approved plat is attached. Oakwood has not yet constructed subdivision improvements.

Oakwood Home has requested (letter attached) that Exhibit B-3 to the Agreement be amended, as follows: Paragraph 2 currently reads: 'Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before June 30, 2017.' Oakwood has requested a change to the completion date for the River Ranch Community Park/Pool from June 30, 2017 to 'the 500th building permit in addition to Filing Nos. 1, 3 and 4'.

The existing pool serves Filing No. 1 which includes 483 single family lots plus future multi-family/townhomes, plus Filing No. 3 (135 lots) and Filing No. 4 (76 lots). Staff recommends that the completion milestone also include a date certain, for tracking purposes.

Paragraph 3 currently reads: 'Developer shall complete construction of the neighborhood park described in Block 1 of the Final Plat on or before the completion of the construction of the school described in Block 1 of the Final Plat, prior to the issuance of 250 building permits east of the development at Thompson River Ranch Filing No. 1 or December 31, 2019, whichever is earlier.' Oakwood has requested the following language: 'Developer shall partner with the school district to provide park-related amenities on the future school site.'

LEGAL ADVICE: N/A.

FINANCIAL ADVICE: N/A

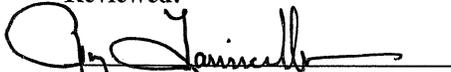
RECOMMENDED ACTION: Consider approval of amended subdivision development and improvement agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the amended subdivision development and improvement agreement for Thompson River Ranch Filing No. 5 (subject to the following condition(s)...).

For Denial: I move to deny approval of the amended subdivision development and improvement agreement for Thompson River Ranch Filing No. 5.

Reviewed:


Town Manager

**OAKWOOD HOMES REQUEST FOR
ALTERNATE LANGUAGE
IN EXHIBIT B-3**

November 16, 2016

Town of Johnstown, CO
Planning & Zoning Department
450 S. Parish Ave.
Johnstown, CO 80534

Re: Thompson River Ranch Filing 5 D.A. Amendment - Pre-Application Memo

To whom it may concern,

Attached please find an application to accompany this narrative regarding a proposal to amend the approved Thompson River Ranch (TRR) Filing 5 Development Agreement (F5 DA). The list below summarizes the proposed amendments and is followed by a detailed explanation for each amended item;

1. Revise Development Standards section 9.3.E. to allow for asphalt shingles
2. Revise Exhibit B-3, section 2, construction completion date for the pool and clubhouse
3. Revise Exhibit B-3, section 3, commitment to build a neighborhood park adjacent to the school site

1. F5 DA amendment to revise Development Standards section 9.3.E. to allow for asphalt shingles:

Justification - The approved Filing 5 Development Agreement requires 40 year architectural concrete roof shingles on all homes. This standard was originally set, and associated with, the Filing 1 development area in order to offset any perceived aesthetic deficiencies associated with the patio home neighborhood and its garage dominated street scene. The Filing 5 development area is far removed from the Filing 1 patio home neighborhood and thus should not have the same requirement. Furthermore, the buyer profile for homes planned in Filing 5, and future filings, does not identify the concrete shingles as a value added component and prefers to allocate the cost on other upgrades to the home.

2. F5 DA amendment to revise Exhibit B-3, section 2, construction completion date for the pool and clubhouse:

Justification - The approved Filing 5 Development Agreement requires the "Active Neighborhood Park" community building and swimming pool construction to be complete on or before June 30, 2017. The development agreement was executed on 2/19/15 with the expectation that development would proceed promptly, however, since that time development has been postponed and lots associated with Filing 5 have not been developed. The developer will start construction in Filing 5 in the first quarter of 2017 and plans to change the timing for completing construction of the community building and swimming pool to reflect the updated development timeline and to ensure that an adequate number of homes exist to support the district's operations and maintenance expenses for the facility. Furthermore, the developer has already constructed a pool and clubhouse amenity not originally planned for in Filing 1 and thus, modifications to the scale and scope of the "Active Neighborhood Park" Filing 1 pool and clubhouse amenity are being made to account for development budget allocated to the existing amenity. Exhibit B-3, section 2 of the approved Filing 5 DA requiring the community building and swimming pool to be completed on or before June 30, 2017, will be amended to read;

2. Developer shall commence construction of the community building and swimming pool on or before the issuance of the 500th building permit in development areas east of Filing 1. The following clubhouse and pool amenities shall be constructed in the "Active Neighborhood Park" and the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2005, shall be amended accordingly.

- "Active Neighborhood Park" pool amenity *as proposed with modifications*
 - 2,500 s.f. pool amenity with lap pool area and separate spa and kiddie pools
 - 1,500 s.f. clubhouse with restrooms, common area and fitness room
 - Tot-lot / picnic pavilion / sport court areas

3. F5 DA amendment to revise Exhibit B-3, section 3, commitment to build a neighborhood park adjacent to the school site:

Justification - The approved Filing 5 Development Plan and Plat shows an 8.4 acre school site and a 6.3 acre neighborhood park. In recent discussions, school district officials have indicated that they need the entire 14.7-acre site to build a school that will meet the projected student population in the area. The developer has agreed to fund additional playground and park related amenities on the school district site with the understanding that the facilities may be used after hours and on weekends by TRR residents. Exhibit B-3, section 3 of the approved Filing 5 DA requiring the neighborhood park to be completed prior to the issuance of 250 building permits or by December 31, 2019, will be removed from the agreement and replaced with the following language;

- 3. Developer shall partner with the school district to provide park related amenities on the future school site.

Thank you for your consideration of this proposal and efforts in providing feedback on the requested issues.

Sincerely,
Josh Rowland
Principal, LAI Design Group

EXHIBIT B-3 AS APPROVED

THOMPSON RIVER RANCH FILING NO.5

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Developer shall complete the I-25 frontage road acceleration lane from River Ranch Parkway on or before June 30, 2015.
2. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before June 30, 2017.
3. Developer shall complete construction of the neighborhood park described in Block 1 of the Final Plat on or before the completion of the construction of the school described in Block 1 of the Final Plat, prior to the issuance of 250 building permits east of the development at Thompson River Ranch Filing No. 1 or December 31, 2019, whichever is earlier
4. As otherwise set forth in this Agreement, landscaping, signage, street lighting and related Private Improvements are subject to the Thompson River Ranch Design Guidelines and the Final Site Development Plan for this Development.

**RECOMMENDED LANGUAGE
FOR EXHIBIT B-3**

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Developer shall complete the I-25 frontage road acceleration lane from River Ranch Parkway on or before June 30, 2015. (Completed)
2. Developer shall complete construction of the community building and swimming pool described in the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2006, on or before **(Date)**_____.
3. Developer shall complete construction of the neighborhood park described in Block 1 of the Final Plat on or before the completion of the construction of the school described in Block 1 of the Final Plat, prior to the issuance of 250 building permits east of the development at Thompson River Ranch Filing No. 1 or December 31, 2019, whichever is earlier
4. As otherwise set forth in this Agreement, landscaping, signage, street lighting and related Private Improvements are subject to the Thompson River Ranch Design Guidelines and the Final Site Development Plan for this Development.
5. **On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos 1, 3 and 4, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Blvd. to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. The road shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer.**

December 9, 2016

Josh Rowland
LAI Design Group
88 Inverness Circle East, Suite J-101
Englewood, CO 80112

Josh,

In response to your November 16, 2016 letter, we offer the following comments:

1, Proposal to amend the approved Thompson River Ranch (TRR) Filing 5 Development Agreement (F5 DA):

- a. *These amendments will require Town Council approval, but do not require a new agreement.*
- b. *Revise Development Standards section 9.3.E. to allow for asphalt shingles: The provision for asphalt shingles is included in the TRR Design Guidelines. The cement tiles have been a signature feature for Filing No. 1 and 3&4, but the use of 40-year architectural shingles is acceptable for these new filings. This will be the JRC comment on models review.*
- c. *Revise Exhibit B-3, section 2, construction completion date for the pool and clubhouse and reduce the size of the pool and clubhouse to match the existing pool and clubhouse: As you are aware, several homeowners have questioned the timely completion of the Active Park, pool and clubhouse and will likely comment at the hearings unless you have worked out an understanding. Town staff recommends that completion timeframe of the pool/clubhouse should also include a date.*
- d. *Revise Exhibit B-3, section 3, commitment to build a neighborhood park adjacent to the school site: The timing of the park with the development of the school site is acceptable to Town staff if the new neighborhoods have access to tot lots or facilities similar to the small park in Filing No. 3.*
- e. *During the original plat review, the Town Traffic Engineer called for High Plains Blvd. (CR 3) paved to an Interim Arterial standard with the 120th permit outside of Filings 1, 3 and 4. We will ask that this provision be added to the Filing No. 5 Exhibit and can clarify that the offsite section will be a special 2-lane section due to reduced right of way.*

2. The proposed amendment to the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1, approved June 5, 2005 to include the existing clubhouse and pool amenity and to change the proposed pool and clubhouse in the "Active Neighborhood Park". *The existing pool and clubhouse facility was not foreseen in original preliminary development plan, which supported the Design Guidelines and Final Development Plans. The preliminary*

(December 9, 2016 Page 2)

development plan should be amended to include the existing pool and clubhouse as well as the proposed facility.

As the development agreement provisions were based upon recommendations of the Town staff and then the Planning and Zoning Commission, the development agreement amendments will need to be considered by the Planning and Zoning Commission. The first available hearing date is January 25, 2017. We will publish notice, and provide a courtesy notice to the HOA/District representatives and active homeowners. Please let me know if this date is acceptable.

Sincerely,

A handwritten signature in black ink, appearing to read "John Franklin". The signature is stylized with a large initial "J" and a horizontal line extending to the right.

John Franklin, Town Planner

Copy to:

John Glaser, Oakwood Homes
Town Attorney

FINAL PLAT

THOMPSON RIVER RANCH FILING NO. 5

BEING LOCATED IN THE S 1/2 OF THE NE 1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

FINAL PLAT

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE POINT OF BEGINNING;

THENCE S 84°54'14" E, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 39°54'14" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 39°54'14" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28';

THENCE S 84°54'14" E, A DISTANCE OF 219.57' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 51.65' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 141°17'46", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 12°14'40" E, 51.52' TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE 31.50' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 23°09'22" W, 28.00' TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT;

THENCE 138.18' ALONG SAID COMPOUND CURVE HAVING A RADIUS OF 145.00', A CENTRAL ANGLE OF 34°08'41", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 07°15'38" W, A CHORD LENGTH OF 69.11';

THENCE N 07°11'02" E, A DISTANCE OF 60.00';

THENCE N 09°05'46" E, A DISTANCE OF 110.14';

THENCE N 74°48'52" E, A DISTANCE OF 159.26';

THENCE S 84°54'14" E, A DISTANCE OF 252.72';

THENCE N 05°05'46" E, A DISTANCE OF 79.10' TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N 89°43'39" E, ALONG SAID NORTH LINE, A DISTANCE OF 504.25';

THENCE S 03°52'32" W, A DISTANCE OF 79.80';

THENCE S 84°54'14" E, A DISTANCE OF 51.49';

THENCE S 15°40'35" E, A DISTANCE OF 114.55' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE 113.87' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 89°28'49", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 2°33'51" E, 103.87' TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;

THENCE 46.27' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 14°05'15", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 12°02'28" W, 46.15';

THENCE S 05°05'46" W, A DISTANCE OF 151.93';

THENCE S 84°54'14" E, A DISTANCE OF 110.00';

THENCE S 05°05'46" W, A DISTANCE OF 300.00';

THENCE S 01°46'48" W, A DISTANCE OF 38.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 145.73' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 425.00', A CENTRAL ANGLE OF 19°38'45", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 75°49'30" E, 145.01';

THENCE N 69°00'00" E, A DISTANCE OF 25.10';

THENCE S 21°40'01" E, A DISTANCE OF 100.08';

THENCE S 60°00'00" W, A DISTANCE OF 22.09' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE 256.09' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 525.00', A CENTRAL ANGLE OF 29°05'39", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 80°32'57" W, 263.73';

THENCE N 84°54'14" W, A DISTANCE OF 22.44' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 84°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00';

THENCE 224.62' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 143.00', A CENTRAL ANGLE OF 80°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 202.23';

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

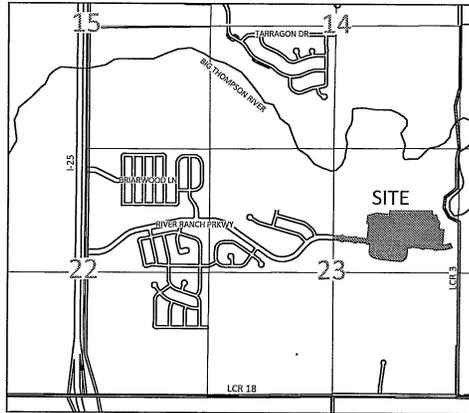
THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUSTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';

THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE N 84°54'14" W, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 100.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 1,590,723 SQUARE FEET, 36.45 ACRES, MORE OR LESS.



VICINITY MAP
NOT TO SCALE

AND DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF-WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH FILING NO. 5 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY:

ROBERT J. SANDERMAN
EXECUTIVE VICE PRESIDENT

STATE OF COLORADO)

1st

COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2015,
BY ROBERT J. SANDERMAN, AS EXECUTIVE VICE PRESIDENT OF TRR DEVELOPMENT & MANAGEMENT SERVICES LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

APPROVALS
PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 5, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 5, 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 _____.

BY: _____

ATTEST: _____

MAYOR

TOWN CLERK

SITE STATISTICS:

LARGEST SINGLE FAMILY LOT: 11,979 SF, 0.28 AC
SMALLEST SINGLE FAMILY LOT: 5,500 SF, 0.13 AC
AVERAGE SINGLE FAMILY LOT SIZE: 6432 SF, 0.15 AC
LOTS: 65 SINGLE FAMILY LOTS, 2 SCHOOL/PARK LOTS, 4 OUTLOTS
ROW DEDICATED: 413,099.95, 3.48 AC

OWNER & DEVELOPER:

TRR DEVELOPMENT & MANAGEMENT SERVICES LLC
4908 TOWER ROAD
DENVER, CO 80249

ENGINEER:

GALLOWAY
3700 E. 15TH ST., SUITE 202
LOVELAND, CO 80538

PLANNER:

LAI DESIGN GROUP
8201 SOUTH PARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:

WILLIAM H. SMITH & ASSOCIATES, INC.
508 W. 60TH STREET
LOVELAND, CO 80538

NOTES:

- BASE OF BEARINGS: ASSUMED NORTH 89°43'39" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND 2 1/2" ALUMINUM CAP, L.S. 37911 AT THE CENTER NORTH 1/16 CORNER AND BY A FOUND 1/4" ALUMINUM CAP, L.S. 10847 AT THE EAST NORTH 1/16 CORNER OF SECTION 23 AS SHOWN HEREON.
- FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508-F04566-01-017, DATED JUNE 16, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. SAID COMMITMENT COVERS MORE PROPERTY THAN INCLUDED IN THIS PLAT. EASEMENTS IDENTIFIED IN SAID DOCUMENT HAVE BEEN SHOWN HEREON UNLESS NOT SPECIFICALLY DEFINED. THE FOLLOWING EASEMENTS CANNOT BE LOCATED DUE TO A LACK OF A SPECIFIC DEFINITION:
EXCEPTION 17-RIGHT OF WAY EASEMENT (BOOK 17, PAGE 221);
EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 505);
EXCEPTION 29-PVREA EASEMENT (REC. NO. 300169144);
EXCEPTION 30-PVREA EASEMENT (REC. NO. 300169155).
- THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 1,500,722 SQUARE FEET, 34.45 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
- FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE X, THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD-PLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08069C1213F AND 08069C1214F, EFFECTIVE DATE 12/19/2005. SAID EXISTING FLOOD PLAIN BOUNDARIES HAVE BEEN GRAPHICALLY SHOWN HEREON. FLOOD INFORMATION IS SUBJECT TO CHANGE.
- EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE FRONT LOT LINES AND ALONG STREET FRONTS; 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.
- BLANKET EASEMENTS: OUTLOTS A, B, C AND D ARE DEDICATED AS A BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, UTILITIES, LANDSCAPING, SIGNAGE, OPEN SPACE. SAID BLANKET EASEMENTS ARE SUBJECT TO DISTINGUISHING RIGHTS OF WAY AND EASEMENTS OF RECORD.
- OWNERSHIP AND MAINTENANCE: OUTLOTS A, B, C AND D ARE OWNED AND MAINTAINED BY THE THOMPSON CROSSINGS METRO DISTRICT.
- AN EMERGENCY ACCESS ROAD IS REQUIRED TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE OF ANY OF THE PROPOSED RESIDENCES. AT SUCH TIME AS 120 CERTIFICATES OF OCCUPANCY ARE ISSUED FOR THOMPSON RIVER RANCH FILING 5 OR SUBSEQUENT FILINGS, A PERMANENT PAVED ROAD TO COUNTY ROAD 3 IS REQUIRED TO BE DESIGNED AND CONSTRUCTED. NO ADDITIONAL CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL THE PERMANENT PAVED ROADWAY IS COMPLETED AND APPROVED BY LOVELAND FIRE RESCUE AUTHORITY AND THE TOWN OF JOHNSTOWN.

SURVEYOR'S CERTIFICATE:

I, DAINE A. LARSON, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH FILING NO. 5 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____.

DAINE A. LARSON

COLORADO PROFESSIONAL LAND SURVEYOR #31159
FOR AND ON BEHALF OF WILLIAM H. SMITH & ASSOCIATES, INC.

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.

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AGENDA ITEM 9B

WATER/SEWER

SERVICE

AGREEMENT

(Thompson River Ranch, Filing No. 6)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 22, 2017

ITEM NUMBER: 9B

SUBJECT: Consider Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 6

ACTION PROPOSED: Consider Approval of Water and Sewer Service Agreement for Thompson River Ranch Filing No. 6

PRESENTED BY: Town Attorney

AGENDA ITEM DESCRIPTION: This agreement pertains to property located generally east of the Thompson River Ranch Filing No. 1 development. The property is within the original WRFG Annexation and is outside of the Big Thompson River floodplain.

In compliance with the Town's water rights dedication ordinance, the Developer submitted to the Town a Water and Sewer Demand Analysis on or about February 6, 2015, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of 29 residential lots with landscape irrigation, the average water demand for Filing No. 6 with 6.18± acres is calculated to be 11.9 acre-feet per year.

The water requirement for this filing is 11.9 acre-feet per year. The Developer, Oakwood Homes will dedicate sufficient shares of Home Supply.

LEGAL ADVICE: The attached Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Peter Ampe.

FINANCIAL ADVICE: The Town has received water court transfer fees.

RECOMMENDED ACTION: Approve the Water and Sewer Service Agreement as drafted.

SUGGESTED MOTIONS:

For Approval: I move to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 6.

For Denial: I move to deny approval of the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 6.

Reviewed:


Town Manager

AGREEMENT

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____, 2017, by and between **OAKWOOD HOMES LLC** ("Developer") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, the Developer owns an interest in land located in the SW1/4NE1/4 of Section 23, T5N, R68W, 6th P.M., more particularly described as Thompson River Ranch Filing No. 6 , Larimer County, Colorado, as described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Subject Property was annexed to the Town as part of a larger annexation of 1109.18 acres of land, which was the subject of an Annexation Agreement between Thompson Ranch, LLLP, The Gerrard Family Limited Partnership, LLLP, Joel H. Wiens, and Rite-A-Way Industries, Inc., as Developer, and the Town dated December 18, 2000, and is more particularly described in Exhibit "B"; and

WHEREAS, approximately 6.18 acres of the Subject Property are being developed by Developer as the Thompson River Ranch Filing No. 6 Project ("Project") the location of which is more particularly described in Exhibit "A"; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code ("Ordinance"), Developer, has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis is undated but was created approximately February 9, 2015 and is on file with the Town and is hereby accepted by the Town as modified by the Town's Water Engineer. The analysis addresses all of the projected water demands for the Project on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated water supply needs for the Project as follows:

| Development Component | Demand (AF/YR) | Consumption (AF/YR) |
|------------------------------|-----------------------|----------------------------|
| Residential In-building | 9.6 | 0.48 |
| Residential Irrigation | 2.3 | 1.96 |
| Total | 11.9 | 2.44 |

2. Water Rights Dedication.

a. Developer formerly conveyed 4.5 shares of Consolidated Home Supply Ditch and Reservoir Company stock to the Town on September 16, 2014, April 20, 2015, May 7, 2015 and December 14, 2016 (Share Certificate Nos. 6771, 6785, 6786 and 6844, respectively). The 2.5 shares represented by Certificate No. 6771 and 5 shares represented by Certificate No. 6844 were changed to municipal use and represent 60.0 acre-feet of raw water credit. The 1.0 shares represented by each of Certificate Nos. 6785 and 6786 have not been changed to municipal uses and represent 12.0 acre-feet of raw water credit.

b. The water necessary for the In-Building and Irrigation Uses will be deducted first from the 20.0 acre-feet of raw water credit changed to municipal use and represented by Certificate No. 6771.

3. Surplus dedication credit. The use of the dedication credits of will provide to the Developer water in excess of the demand for the Project. Developer will have a surplus dedication credit with the Town of 48.10 acre-feet of raw water changed to municipal use and 12.00 acre-feet of water not changed to municipal use. The credit is calculated as follows:

| | |
|--|-------------------------------|
| Existing Credit (Municipal): | 60.00 acre-feet |
| LESS: Estimated demand: | <u>11.90</u> acre-feet |
| Net current surplus credit: (Municipal) | 48.10 acre-feet |
| Existing Credit (Non-Municipal): | 12.00 acre-feet |
| LESS: Estimated demand: | <u>0.0</u> acre-feet |
| Net current surplus credit: (Non-Municipal) | 12.00 acre-feet |

Upon notice and written approval of the Town, authorization from Developer, and payment of the appropriate Water Court Transfer Fee, said credit may be utilized within the Project to offset increased demands, if any, which are not currently projected.

4. **Commitment to Serve Water and Sewer.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the approximately 6.18 acres described above up to 11.9 acre-feet per year of water

supply for in-building use together with the corresponding sewer service and for residential irrigation as described above.

5. Future review of water usage and dedication requirements. In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the 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. The dedication of 11.9 acre-feet per year of estimated water demand and estimated consumptive use of 2.44 acre-feet per year (24 SFE) of water rights decreed for municipal purposes for the Project requires a Water Court Transfer Fee (\$150.00 per SFE) of \$3,600.00 (Three Thousand and Six Hundred Dollars). If the actual demand for the Project increases, additional fees will be required based on the then-existing fee schedule set forth in the Town's Ordinance. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Project is agreed to in the future, the water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

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

TO DEVELOPER:

Oakwood Homes
Attn: Thomas Cyr
4908 Tower Road
Denver, CO 80249

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
101 Charlotte
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi S. Rocklin
Johnstown Town Attorney
19 Old Town Square, Suite 238
Fort Collins, CO 80524

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264

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, the non-defaulting Party 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 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. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

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

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

Signatures follow on separate pages

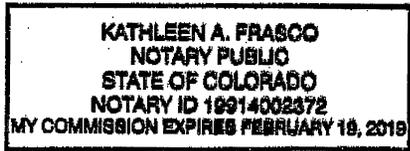
Oakwood Homes

By: [Signature]
~~Thomas Cyr~~ John Glaser
Dir, Land Acq. and Devt

STATE OF COLORADO)
COUNTY OF Denver)^{SS}

SUBSCRIBED AND SWORN to before me this 10th day of Feb, 2017 by John Glaser ~~Thomas Cyr~~ of Oakwood Homes.

Witness my hand and official seal.



[Signature: Kathleen A. Frasco]
Notary Public

4908 Tower Road Denver, CO
Address 303-486-8500 80249
Telephone

My Commission Expires: 02-19-19

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Scott James, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Avi S. Rocklin
Johnstown Town Attorney

EXHIBIT A

LEGAL DESCRIPTION THOMPSON RIVER RANCH FILING NO. 6

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE NORTH RIGHT OF WAY FOR RIVER RANCH PARKWAY; THENCE S 84°54'14" E, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWEST; THENCE 31.42' CONTINUING ALONG SAID NORTH RIGHT OF WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28' **TO THE POINT OF BEGINNING;**

THENCE N 05°05'46" E, A DISTANCE OF 224.75' TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY;
THENCE 46.22' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 14°05'15", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 01°56'51" W, 46.11' TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY;
THENCE 78.01' ALONG THE ARC OF SAID A REVERSE CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 57°18'09", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 19°39'36" E, 74.80';
THENCE N 41°41'20" W, A DISTANCE OF 43.12';
THENCE N 05°05'46" E, A DISTANCE OF 105.06';
THENCE S 84°54'14" E, A DISTANCE OF 180.00';
THENCE S 77°18'33" E, A DISTANCE OF 60.53';
THENCE S 84°54'14" E, A DISTANCE OF 300.00' TO THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5;

THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5:

1. THENCE S 05°05'46" W A DISTANCE OF 110.14';
2. THENCE S 07°11'02" W A DISTANCE OF 60.00' TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY;
3. THENCE 33.18' ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 145.00', A CENTRAL ANGLE OF 13°06'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 76°15'38" E, 33.11' TO A POINT OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY;
4. THENCE 31.10', ALONG THE ARC OF A COMPOUND CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 25°09'22" E, 28.06', TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY;
5. THENCE 51.65', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 14°17'46", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 12°14'40" W, 51.52';
6. THENCE S 05°05'46" W, A DISTANCE OF 219.57' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY;
7. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
8. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY;

9. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDEDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';
10. THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY;
11. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDEDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
12. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY;
13. THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDEDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';
14. THENCE N 84°25'35" W, A DISTANCE OF 60.00' TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A GROSS AREA OF 268,996 SQUARE FEET, 6.18 ACRES, MORE OR LESS.

EXHIBIT B

Legal Description of the property

WRFG Commercial 69.26 acres:

A portion of the Northeast $\frac{1}{4}$ of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Considering the West line of the Northeast $\frac{1}{4}$ of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado as bearing N $00^{\circ}57'13''$ E with all bearing contained herein relative thereto.

COMMENCE at the Southwest corner of the Northeast $\frac{1}{4}$ of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado; thence run S $89^{\circ}02'47''$ E along the South line of said Northeast $\frac{1}{4}$ for a distance of 75.00 feet to the POINT OF BEGINNING; thence S $90^{\circ}00'00''$ E along said South line for a distance of 1145.14 feet; thence leaving said South line run N $00^{\circ}57'13''$ E for a distance of 1311.44 feet; thence run N $00^{\circ}10'30''$ W for a distance of 1314.00 feet to the North line of said Northeast $\frac{1}{4}$; thence run S $89^{\circ}49'30''$ W along said North line for a distance of 1134.38 feet to the East right of way line of Interstate 25; thence leaving said North line run S $00^{\circ}57'13''$ W along said East right of way line for a distance of 1898.00 feet; thence run S $05^{\circ}54'59''$ E along said East right of way line for a distance of 125.90 feet; thence run S $00^{\circ}57'13''$ W along said East right of way line for a distance of 598.91 feet to the South line of said Northeast $\frac{1}{4}$ and Point of Beginning.

Containing 69.26 acres, more or less, and being subject to any easement or rights of way of record.

WRFG Commercial 23.57 acres:

A portion of the Northeast $\frac{1}{4}$ of Section 23 and a portion of the Northwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Considering the East line of the Northwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado as bearing N $00^{\circ}29'47''$ E with all bearing contained herein relative thereto.

BEGIN at the Southwest corner of the Northwest $\frac{1}{4}$ of Section 24, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado; thence run S $89^{\circ}39'29''$ E along the South line of said Northwest $\frac{1}{4}$ for a distance of 400.01 feet; thence leaving said South line run N $00^{\circ}01'24''$ E for a distance of 1322.63 feet to the

North line of the South $\frac{1}{2}$ of said Northwest $\frac{1}{4}$; thence run N $89^{\circ}23'29''$ W along said North line for a distance of 400.02 feet to the West line of said Northwest $\frac{1}{4}$, thence leaving said North line run S $00^{\circ}01'25''$ W along said West line for a distance of 206.19 feet; thence leaving said West line run thence run N $64^{\circ}37'03''$ W for a distance of 65.69 feet; thence run N $64^{\circ}12'50''$ W for a distance of 54.14 feet; thence run N $53^{\circ}51'50''$ W for a distance of 78.58 feet; thence run N $48^{\circ}01'42''$ W for a distance of 69.71 feet; thence run N $39^{\circ}28'36''$ W for a distance of 36.81 feet; thence run N $32^{\circ}52'04''$ W for a distance of 36.33 feet; thence N $20^{\circ}13'53''$ W for a distance of 35.32 feet; thence run S $68^{\circ}51'25''$ W for a distance of 129.95 feet; thence run S $00^{\circ}01'24''$ W for a distance of 1310.09 feet to the aforesaid South line of the Northwest $\frac{1}{4}$; thence run N $89^{\circ}43'28''$ E along said South line for a distance of 400.01 feet to the Point of Beginning.

Containing 23.57 acres, more or less, and being subject to any easement or rights of way of record.

WRFG Regional / Commercial P.U.D. 395.03 acres:

A portion of the Northeast $\frac{1}{4}$ of Section 15, and a portion of the North $\frac{1}{2}$ of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Considering the East line of the Northeast $\frac{1}{4}$ of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado as bearing N $00^{\circ}58'16''$ E with all bearing contained herein relative thereto.

COMMENCE at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 14, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado; thence run N $44^{\circ}30'52''$ W for a distance of 42.07 feet to a point on the West right-of-way line of Larimer County Road No. 3 also being the POINT OF BEGINNING; thence run N $00^{\circ}58'16''$ E along said West right-of-way line for a distance of 1893.98 feet; thence leaving said West line run N $89^{\circ}01'44''$ W for a distance of 205.00 feet; thence run N $00^{\circ}58'16''$ E for a distance of 480.25 feet; thence run N $67^{\circ}27'29''$ W for a distance of 530.35 feet to the South right-of-way line of U.S. Highway No. 34; thence run S $89^{\circ}54'31''$ W along said South right-of-way line for a distance of 1909.18 feet to the West line of said Northeast $\frac{1}{4}$; thence run S $89^{\circ}05'37''$ W along said South right-of-way line for a distance of 2719.25 feet to the West line of the Northwest $\frac{1}{4}$ of said Section 14; thence run S $89^{\circ}27'06''$ W along said South right-of-way line for a distance of 1114.00 feet; thence leaving said South right-of-way line run S $01^{\circ}01'36''$ W for a distance of 555.04 feet; thence run S $89^{\circ}27'06''$ W for a distance of 537.37 feet; thence run S $01^{\circ}02'25''$ E for a distance of 1936.99 feet to the North right-of-way line of the Great Western Railroad; thence run N $89^{\circ}50'32''$ E along said North right-of-way for a distance of 1650.04 feet to the aforesaid West line of the Northwest $\frac{1}{4}$; thence leaving said North right-of-way line run S $00^{\circ}32'54''$ E along said West line for a distance of 20.00 feet to the North right-of-way line of the Great Western Railroad; thence leaving said West line run N $89^{\circ}57'02''$ E along said North right-of-way line for a distance of 2641.44 feet to the aforesaid West line of the Northeast $\frac{1}{4}$; thence leaving said North

right-of-way line run S 01°11'30" W along said West line for a distance of 14.01 feet to the North right-of-way line of the Great Western Railroad; thence leaving said West line run N 90°00'00" E along said North right-of-way line for a distance of 2617.36 feet to the Point of Beginning.

Containing 395.03 acres, more or less, and being subject to any easement or rights of way of record.

WRFG Residential P.U.D. 68 acres:

A portion of the Northwest ¼ of Section 24, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Considering the East line of the Northwest ¼ of Section 24, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado as bearing N 00°29'47" E with all bearing contained herein relative thereto.

BEGIN at the Southeast corner of the Northwest ¼ of Section 24, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado; thence run N 00°29'47" E along the East line of said Northwest ¼ for a distance of 1312.12 feet to the North line of the South ½ of said Northwest ¼; thence leaving said East line run N 89°23'29" W along said North line for a distance of 2253.62 feet; thence leaving said North line run S 00°01'24" W for a distance of 1322.63 feet to the South line of said Northwest ¼, thence run S 89°37'04" E along said South line for a distance of 2242.70 feet to the Point of Beginning.

Containing 68.00 acres, more or less, and being subject to any easement or rights of way of record.

Description-WRFG Residential P.U.D. 528.78 Acres:

A portion of the Sections 14, 22, 23, 24 all in Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Considering the West line of the Northeast 1/4 of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado as bearing N 00°57'13" E with all bearing contained herein relative thereto.

COMMENCE at the Southwest corner of the Northeast 1/4 of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado; thence

run S 90°00'00" E along the South line of said Northeast 1/4 for a distance of 1220.15 feet to the POINT OF BEGINNING
thence continue S 90°00'00" E along said South line for a distance of 1419.86 feet to the West 1/4 Corner of Section 23, said Township 5 North, Range 68 West of the 6th Principal Meridian; thence run S 89°43'37" E along the South line of the Northwest 1/4 of said Section 23 for a distance of 2470.22 feet to the West line of Lot 2, INTERMILL MRD, as recorded in the public records of Larimer County, Colorado;
thence leaving said South line run S 01°16'45" E along said West line for a distance of 387.12 feet to the South line of said Lot 2; thence leaving said West line run S 70°43'52" E along said South line for a distance of 945.00 feet to the East line of said Lot 2;
thence leaving said South line run N 13°22'42" E along said East line for a distance of 214.23 feet to a point on a line lying 20 feet Southwesterly of the centerline of the Hillsborough Ditch; thence run along said line the following courses and distances:
thence run S 49°58'31" E for a distance of 171.80 feet; thence run S 60°52'16" E for a distance of 186.97 feet; thence run S 63°16'42" E for a distance of 157.85 feet; thence run S 58°17'12" E for a distance of 100.01 feet; thence run S 63°58'12" E for a distance of 366.28 feet; thence run S 65°29'58" E for a distance of 121.06 feet; thence run S 62°00'18" E for a distance of 146.33 feet; thence run S 45°09'14" E for a distance of 144.86 feet; thence run S 52°19'33" E for a distance of 127.68 feet; thence run S 74°25'05" E for a distance of 111.48 feet; thence run N 88°44'43" E for a distance of 106.11 feet; thence run S 68°09'37" E for a distance of 153.16 feet; thence run S 46°52'34" E for a distance of 295.76 feet to the West line of the Southwest 1/4 of Section 24, said Township 5 North, Range 68 West of the 6th Principal Meridian; thence leaving said line run N 00°01'24" E along said West line for a distance of 25.43 feet to the centerline of said Hillsborough Ditch; thence leaving said West line run along said centerline the following courses and distances: thence run S 40°12'48" E for a distance of 143.68 feet; thence run S 54°06'48" E for a distance of 35.00 feet; thence run S 70°26'48" E for a distance of 34.00 feet; thence run S 82°44'48" E for a distance of 28.00 feet; thence run N 76°49'12" E for a distance of 19.00 feet; thence run N 53°31'12" E for a distance of 28.00 feet; thence run N 62°51'12" E for a distance of 47.00 feet; thence run N 76°42'12" E for a distance of 49.00 feet; thence run S 88°48'48" E for a distance of 78.00 feet; thence run S 78°14'48" E for a distance of 48.00 feet; thence run S 73°28'48" E for a distance of 210.00 feet; thence run S 69°50'48" E for a distance of 54.00 feet; thence run S 62°26'48" E for a distance of 49.00 feet; thence run S 44°10'48" E for a distance of 57.00 feet; thence run S 27°22'48" E for a distance of 92.50 feet; thence run S 14°05'48" E for a distance of 73.00 feet; thence run S 01°23'48" E for a distance of 150.70 feet; thence run S 37°54'48" E for a distance of 18.50 feet; thence run N 84°21'20" E for a distance of 58.84 feet; thence run N 43°07'22" E for a distance of 322.72 feet; thence run S 78°08'11" E for a distance of 238.66 feet to the East line of the West 1/2 of the Southwest 1/4 of Section 24; thence leaving said centerline run N 00°07'28" E along said East line for a distance of 783.56 feet; thence leaving said East line run N 89°39'26" W for a distance of 1391.26 feet to the West right of way line of Larimer County Road No. 3; thence run N 00°01'24" E along said west right of way line for a distance of 1127.16 feet to the South line of the Northeast 1/4 of said Section 23;
thence run S 89°43'28" W along said South line for a distance of 370.00 feet;

thence leaving said South line run N 00°01'24" E for a distance of 1310.09 feet;
thence run N 68°51'25" E for a distance of 129.95 feet to the West line of the lands
described in Reception No. 98059771, public records of Larimer County, Colorado;
thence run along said West line the following courses and distances:
thence run N 13°12'12" W for a distance of 36.47 feet; thence run N 04°28'28" W for a
distance of 48.52 feet; thence run N 05°20'05" E for a distance of 53.33 feet;
thence run N 15°55'12" E for a distance of 18.28 feet; thence run N 23°39'48" E for a
distance of 87.63 feet; thence run N 36°24'44" E for a distance of 17.10 feet;
thence run N 48°35'04" E for a distance of 292.60 feet; thence run N 11°06'27" E for a
distance of 101.37 feet thence run N 04°28'46" W for a distance of 164.48 feet;
thence run N 04°40'44" W for a distance of 228.42 feet; thence run N 06°18'08" W for a
distance of 34.78 feet; thence run N 04°53'30" W for a distance of 135.77 feet;
thence run N 07°41'05" E for a distance of 112.46 feet; thence run N 08°00'03" E for a
distance of 80.12 feet to the North line of the aforesaid Northeast 1/4 of Section 24;
thence leaving said West line run S 89°26'50" W along said North line for a distance of
1310.66 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of Section 14, said
Township 5 North, Range 68 West of the 6th Principal Meridian; thence leaving said
North line run N 00°32'54" W along said East line for a distance of 1320.00 feet to the
North line of said Southwest 1/4 of the Southeast 1/4 of Section 14; thence leaving said
East line run S 89°27'06" W along said North line for a distance of 1328.55 feet to the
East line of the Southwest 1/4 of said Section 14; thence leaving said North line run N
00°32'54" W along said East line for a distance of 1320.00 feet to the North line of said
Southwest 1/4 of Section 14; thence leaving said East line run S 89°27'06" W along said
North line for a distance of 2640.00 feet to the West line of said Southwest 1/4 of Section
14; thence leaving said North line run S 00°32'54" E along said West line for a distance
of 500.00 feet, more or less, to the Big Thompson River; thence run along said Big
Thompson River the following courses and distances: thence run S 62°17'02" E for a
distance of 518 feet, more or less; thence run S 52°03'50" E for a distance of 553 feet,
more or less; thence run S 37°37'40" E for a distance of 844 feet, more or less;
thence run S 26°23'08" E for a distance of 438 feet, more or less;
thence run S 32°55'44" E for a distance of 560 feet, more or less, to the North line of the
Northwest 1/4 of the aforesaid Section 23; thence leaving said Big Thompson River run S
89°52'20" E along said North line for a distance of 750.00 feet to the East line of said
Northwest 1/4 of Section 23; thence leaving said North line run S 00°17'07" E along said
East line for a distance of 1322.78 feet to the North line of the South 1/2 of said
Northwest 1/4 of Section 23; thence leaving said East line run S 89°57'41" W along said
North line for a distance of 2636.50 feet to the East line of the aforesaid Northeast 1/4 of
Section 22; thence leaving said North line run N 00°00'00" E along said East line for a
distance of 1330.41 feet to the North line of said Northeast 1/4 of Section 22;
thence leaving said East line run S 89°49'30" W along said North line for a distance of
1402.05 feet; thence run S 00°10'30" E for a distance of 1314.00 feet;
thence run S 00°57'13" W for a distance of 1311.44 feet to Point of Beginning;

Containing 528.78 acres, more or less, and being subject to any easement or rights of way
of record.

AGENDA ITEM 9C

**THOMPSON
RIVER RANCH PUD,
FILING No. 6
(Final Plat)
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE – Thompson River Ranch PUD, Filing No. 6 Final Plat**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the final plat.
4. Ask to hear from anyone who opposes the final plat.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
 - a. Need motion to approve or deny the Thompson River Ranch PUD, Filing No. 6 Final Plat.

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Thompson River Ranch PUD, Filing No. 6 Final Plat.

For Denial:

I move to deny approval of the Thompson River Ranch PUD, Filing No. 6 Final Plat.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 22, 2017

ITEM NUMBER: 9C

SUBJECT: *Public Hearing- Thompson River Ranch PUD, Filing No. 6 Final Plat

ACTION PROPOSED: Consider Approval of Final Plat

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Oakwood Homes has submitted a request for approval of a final subdivision plat for a parcel of land located east of the existing Thompson River Ranch development and north of River Ranch Parkway. The property is within the original WRFG Annexation and is part of the approved Thompson River Ranch Preliminary Plat.

Filing No. 6 includes 29 lots on approximately 6 acres. The parcel is partly within the Big Thompson River floodplain – Oakwood has completed FEMA-approved grading and has applied for a formal map revision to remove the floodplain designation. The property slopes to the north-northeast and is currently vacant. The zoning for the property is Planned Unit Development-Mixed Use for residential (PUD-MU), and is subject to the Thompson River Ranch Design Guidelines. Overall, there are 489 platted residential lots in Thompson River Ranch Filing No. 1 (Filing No. 2 was for an existing farmhouse), 135 lots in Filings 3&4 and 60 lots in Filing No. 5. Oakwood Homes intends to continue the type and quality of development, amenities and architecture that exist in the current development. Access to Filing No. 6 is from River Ranch Parkway. According to the Town's Traffic Engineer, a maximum of 120 homes, including Filing No. 5, this filing and any subsequent filings east of Filing No. 1 can be constructed before High Plains Blvd., (County Road 3) must be constructed.

The Planning and Zoning Commission held a public hearing on February 25, 2015 and voted to recommend approval of the final plat subject to conditions:

1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.
2. Public improvements will require special permit pending final approval of FEMA of the Letter of Map Revision (LOMR) which removes the filing from the Big Thompson River regulatory floodplain.
3. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by Town staff.
4. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

The applicant has addressed the conditions.

A Water and Sewer Service Agreement was approved previously. The Development Agreement, to be considered next, will address the timing and construction of improvements.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval subject to conditions.

SUGGESTED MOTIONS:

For Approval: I move to approve the Thompson River Ranch PUD, Filing No. 6 Final Plat (subject to the following condition(s)...).

For Denial: I move to deny approval of the Thompson River Ranch PUD, Filing No. 6 Final Plat.

Reviewed:


Town Manager

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, February 25, 2015
COUNCIL CHAMBERS
450 S. PARISH AVE.**

1. CALL TO ORDER: *Chair Longdo opened the meeting at 7:00 p.m.*

2. ROLL CALL: *Present were Commissioners Tepper, Eady, Montez, Longdo, Kingsolver, Dowling and Terasa.*

3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA: *None*

4. PUBLIC HEARINGS:

A. Final Subdivision Plat – Thompson River Ranch Filing No. 6 (Oakwood Homes): *Chair Longdo opened the public hearing at 7:04. Town Planner Franklin introduced the item and presented the staff findings and recommendations. Josh Rowland Merrick Engineers presented the request and answered questions.*

Public Comment: No one spoke.

Chair Longdo closed the hearing at 7:20 p.m. and asked for discussion and a recommendation. Motion by Commissioner Kingsolver, seconded by Commissioner Dowling to recommend approval with conditions as follows:

- 1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.*
- 2. Public improvements will require special permit pending final approval of FEMA of the Letter of Map Revision (LOMR) which removes the filing from the Big Thompson River regulatory floodplain.*
- 3. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by Town staff.*
- 4. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat. Unanimous.*

B. Final Subdivision Plat – Thompson River Ranch Filing No. 7 (Oakwood Homes):

[Secretary's Note: this was presented at the same time as Filing No. 6] *Chair Longdo opened the public hearing at 7:04. Town Planner Franklin introduced the item and presented the staff findings and recommendations. Josh Rowland Merrick Engineers presented the request and answered questions.*

Public Comment: No one spoke.

Chair Longdo closed the hearing at 7:20 p.m. and asked for discussion and a recommendation.

Motion by Commissioner Kingsolver, seconded by Commissioner Dowling to recommend approval with conditions as follows:

- 1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.*
- 2. Public improvements will require special permit pending final approval of FEMA of the Letter of Map Revision (LOMR) which removes the filing from the Big Thompson River regulatory floodplain.*
- 3. Extension of River Ranch Parkway and improvements to High Plains Blvd.*
- 4. Final street names subject to Town staff approval prior to recording of the final plat.*
- 5. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by the Town.*

6. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of January 28, 2015: *Motion by Commissioner Montez, seconded by Commissioner Kingsolver to approve the Minutes as presented. Unanimous.*

B. Referrals: *No referrals. Town Planner Franklin mentioned that Martin Marietta was having an Open House on a proposed concrete and asphalt plant proposed near County Road 13 south of Hwy 34. No County referral yet.*

6. STAFF REPORT: *Town Planner Franklin discussed the following:*

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates

7. COMMISSIONERS' ITEMS: *None.*

8. ADJOURN: *Chair Longdo adjourned the meeting at 8:10 p.m.*

Respectfully submitted by John Franklin, Town Planner as Secretary to the Commission.

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner 
DATE: For February 25, 2015
SUBJECT: Thompson River Ranch Filing No. 6 Final Subdivision Plat

PROPERTY DATA:

Applicant: Oakwood Homes, Inc.
Owner: TRR Development & Management Services, LLC
Location: East of Thompson River Ranch Filing No. 1 and approximately two-thirds mile north of LCR 18 (SH 402 extended)
Property Size: 6.18± acres
Current Land Use(s): Agricultural
Surrounding Land Uses: North: Big Thompson River, Agricultural, Gravel Mining
South: Vacant, Agricultural, rural residential
East: Larimer County Road 3, Agricultural
West: Thompson River Ranch Filing No. 1 single family residential

Comprehensive Plan Designation: Residential

Current Zoning: PUD-MU Planned Unit Development – Mixed Use

Summary of Application:

This subdivision consists of 29 single family detached lots, with lot sizes from 6,600sf to 7800sf, averaging 7,177sf. The filing is northwest of the proposed School/Park and east of private open space. Full development of the property is pending FEMA approval of the removal of the area from the Thompson River Floodplain. River Ranch Parkway will provide access, with temporary secondary access from LCR 3.

Prior Actions:

The property was annexed in 1999 as part of the WRFG Annexation and Zoned PUD-MU. The Thompson River Ranch Preliminary PUD Development Plan, Plat and Design Guidelines were approved in 2005.

Technical Analysis:

Relationship to Town Vision and Strategic Plan: The application offers additional housing opportunities in the community.

Access and Traffic: Primary access is from River Ranch Parkway. A temporary all-weather access to LCR 3 is proposed as part of Filing No. 5. According to the Town Traffic Engineer, based upon the Traffic Study, LCR 3 improvements will be needed when there are 120 additional lots platted inclusive of Filing 5 (60 lots) and this Filing No. 6 (29 lots).

Utilities: The property is within the Town's service area. Potable water mains are close to the site. Sanitary sewer will be treated at the Low Point Wastewater Treatment Plant.

Stormwater will be collected and detained and ultimately released at historic rate to the Big Thompson River. A stormwater development fee of \$1100 per acre is due at final plat.

Floodplain: Filing No. 6 is partially located within the Big Thompson River Floodplain. The applicant has filled this area in accordance with a Conditional Letter of Map Revision (CLOMR) approved by FEMA, and has applied for final approval which would re-designated the lots as being out of the floodplain.

Mineral Interests and Operations: There are no oil or gas facilities on the site, and no known surface use agreements for drilling within the subdivision.

Parks and Open Space: The Preliminary PUD Plan calls for a Community Center in "The Oval" along with the school, and an "Active Park" south of River Ranch Parkway at the east end of Filing No. 1. The "Active Park" area was re-designated in Filing No. 1 as "Community Building and Pool". The Community Building and Pool construction is expected to be completed in 2016. The "Oval" will include a private park next to the school, expected to be constructed when the school is constructed or around 2019.

Schools: The property is within the Thompson School District. The school site is available, but the School District has not yet disclosed a schedule.

Architectural Design: Residential design will be governed by the Thompson River Ranch Design Guidelines and subject to final Town approval.

Landscaping: Landscaping shall comply with the Final Site Development Plan, Design Guidelines and Johnstown Landscape Standards and Specifications.

Fencing and Screening: The fence design will match Filing No. 1, as approved by the Town.

Lighting and Street Furniture: Decorative street lighting and signage match Filing No. 1, as approved by the Town.

Signage: Entry signage will be per the site development plan, as approved by the Town.

Phasing: A development improvements phasing plan may be submitted for inclusion in the development agreement.

Attachments: Application, final plat, referral comments

Municipal Code Review Provisions: reference Town PUD and Subdivision regulations.

Technical Findings:

The proposed final plat is generally consistent with the approved Thompson River Ranch Preliminary Plat which was approved in January 2005. A floodplain map revision to remove all affected lots is pending FEMA approval.

Staff Recommendation: Staff recommends approval of the Thompson River Ranch Filing No. 6 – Final Plat with the following conditions:

1. The applicant shall respond to and resolve all comments from Town Advisors and referral agencies prior to Town Council consideration.
2. Public improvements will require special permit pending final approval of FEMA of the Letter of Map Revision (LOMR) which removes the filing from the Big Thompson River regulatory floodplain.
3. Landscaping, signage, street lighting and related private improvements are subject to the Thompson River Ranch Design Guidelines and the Final PUD Site Development Plan as approved by Town staff.
4. A Water and Sewer Service Agreement, and a Development Agreement acceptable to the Town and signed by the developer shall be submitted for Town Council consideration with the Final Plat.

Planning Commission Action:

1. If the Commission desires to recommend approval:
 “I move that the Commission recommend approval of the Thompson River Ranch Filing No. 6 Final Plat”

Or,

2. If the Commission desires to recommend approval with conditions:
 “I move that the Commission recommend approval of the Thompson River Ranch Filing No. 6 Final Plat with the following condition(s):

a. _____

b. _____

etc. “

Or,

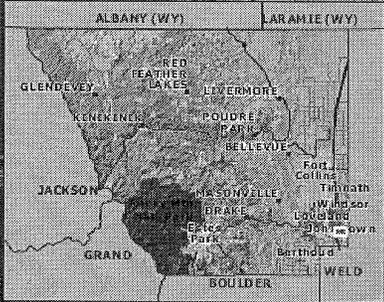
3. If the Commission desires to recommend denial:

“I move that the Commission recommend denial of the Thompson River Ranch Filing No. 6 Final Plat for the following reasons:

a. _____

b. _____

etc. “



Vicinity Map - Thompson River Ranch
 Map

Printed: 1/16/15



ILLUSTRATIVE MASTER PLAN



November 19, 2013

APPLICATION

Town of

Johnstown

450 S. Parish Ave. Johnstown, CO 80534
Ph: 970-587-4664 Fax: 970-587-0141

COMMUNITY DEVELOPMENT APPLICATION

Date: 12/29/14

Project Name: THOMPSON RIVER RANCH FILING # 6

Application is for: Annexation Zoning Subdivision Other (please specify) _____

Landowner: OAKWOOD HOMES LLC

Address: 4908 TOWER RD
DENVER, CO 80249

Telephone: 303-486-8500

Authorized Representative: THOMAS CYR

Address: 4908 TOWER RD
DENVER, CO 80249

Telephone: 303-486-8553; Fax Number: _____; E-Mail: TCYR@OAKWOODHOMESCO.COM

Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

[Signature]
Signature of Landowner

Signature of Landowner

STATE OF COLORADO)
)ss
COUNTY OF)

KRISTEN L HANSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2014404613
MY COMMISSION EXPIRES APRIL 17, 2017

The foregoing application was subscribed and sworn to before me this 29th day of December, A.D.,
2014, by Tom Cyr.

Witness my hand and official seal.

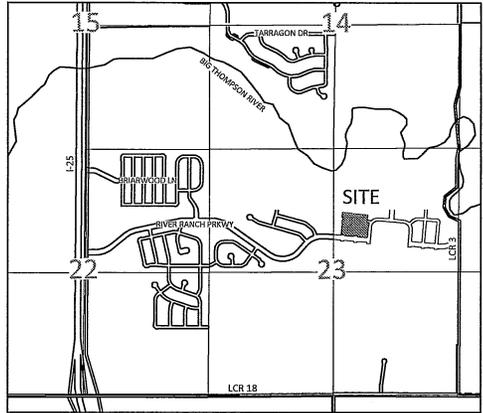
My commission expires: 4/17/17

[Signature]
Notary Public

FINAL PLAT

THOMPSON RIVER RANCH FILING NO. 6

BEING LOCATED IN THE SW 1/4 OF THE NE1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO
FINAL PLAT



VICINITY MAP
NOT TO SCALE

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE NORTH RIGHT OF WAY FOR RIVER RANCH PARKWAY; THENCE S 84°54'14" E, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; THENCE 31.42' CONTINUING ALONG SAID NORTH RIGHT OF WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28' TO THE POINT OF BEGINNING;

THENCE N 05°05'46" E, A DISTANCE OF 224.75' TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;
THENCE 46.22' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 34°00'15", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 05°05'46" E, 46.11' TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT;
THENCE 78.01' ALONG THE ARC OF SAID A REVERSE CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 57°18'09", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 19°39'36" E, 74.80';
THENCE N 41°42'20" W, A DISTANCE OF 43.12';
THENCE N 05°05'46" E, A DISTANCE OF 105.08';
THENCE S 84°54'14" E, A DISTANCE OF 180.00';
THENCE S 77°39'32" E, A DISTANCE OF 60.53';
THENCE S 84°54'14" E, A DISTANCE OF 300.00' TO THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5;

THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5:

1. THENCE S 05°05'46" W A DISTANCE OF 110.14';
2. THENCE S 07°11'02" W A DISTANCE OF 60.00';
3. THENCE 33.18' ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 145.00', A CENTRAL ANGLE OF 23°09'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 78°52'38" E, 33.11';
4. THENCE 31.10' ALONG THE ARC OF A COMPOUND CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 25°09'22" E, 28.06', TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT;
5. THENCE 51.67' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 14°17'46", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 12°14'40" W, 51.52';
6. THENCE S 05°05'46" W, A DISTANCE OF 215.57' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
7. THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
8. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
9. THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';
10. THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
11. THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
12. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;
13. THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
14. THENCE N 84°25'55" W, A DISTANCE OF 60.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 268,996 SQUARE FEET, 6.18 ACRES, MORE OR LESS.

AND DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF-WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH FILING NO. 6 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: ROBERT J. SANDERMAN
EXECUTIVE VICE PRESIDENT

STATE OF COLORADO)
(In)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015, BY ROBERT J. SANDERMAN, AS EXECUTIVE VICE PRESIDENT OF TRR DEVELOPMENT & MANAGEMENT SERVICES LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

APPROVALS

PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 6, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 6, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SITE STATISTICS:

LARGEST LOT: 7800 SF, 0.18 AC
SMALLEST LOT: 6500 SF, 0.15 AC
AVERAGE LOT SIZE: 7177 SF, 0.17 AC
LOTS: 28 SINGLE FAMILY LOTS
ROW DEDICATED: 67,612 SF, 1.55 AC

OWNER & DEVELOPER:
TRR DEVELOPMENT & MANAGEMENT SERVICES LLC
4908 TOWER ROAD
DENVER, CO 80249

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

PLANNER:
LAI DESIGN GROUP
820 SOUTH SPARK LANE, SUITE 110
LITTLETON, COLORADO 80120

SURVEYOR:
WILLIAM H. SMITH & ASSOCIATES, INC.
508 W. 68TH ST.
LOVELAND, CO 80538

| | |
|-----|---|
| 1 | LAI 1/22/2015 DRAFT |
| 2 | LAI 1/22/2015 SUBMITTAL |
| 3 | LAI 1/26/2015 REVISE P&A W/RE |
| 4 | LAI 2/26/2015 REVISE P&A LOTS TO FINAL REVISE EMBODIMENT & W/RE |
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OKWOOD HOMES
4908 TOWER ROAD
DENVER, CO



Galloway
Firming Architectural Engineers
1000 17th St
Loveland, CO 80538
303.770.0338
www.gallowayinc.com

NOTES:

1. BASIS OF BEARINGS: ASSUMED SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND 2 1/2" ALUMINUM CAP, L.S. 37931 AT THE CENTER NORTH 1/16 CORNER AND BY A FOUND #6 REBAR WITH A 1/2" ALUMINUM CAP, L.S. 12374 AT THE CENTER OF SECTION 23 AS SHOWN HEREON.
2. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508-0456466-017-017, DATED JUNE 18, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. SAID COMMITMENT COVERS MORE PROPERTY THAN INCLUDED IN THIS PLAT. EASEMENTS IDENTIFIED IN SAID DOCUMENT HAVE BEEN SHOWN HEREON UNLESS NOT SPECIFICALLY DEFINED. THE FOLLOWING EASEMENTS CANNOT BE LOCATED DUE TO A LACK OF A SPECIFIC DEFINITION:
EXCEPTION 17-RIGHT OF WAY EASEMENT (BOOK 161, PAGE 226)
EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500)
EXCEPTION 29-PUREA EASEMENT (REC. NO. 90016914)
EXCEPTION 30-PUREA EASEMENT (REC. NO. 90016915).
3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 268,996 SQUARE FEET, 6.18 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
4. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN UNDESIGNED ZONE X, THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, SHADDED ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08069C1213F AND 08069C1214F, EFFECTIVE DATE 12/19/2006. SAID EXISTING FLOOD PLAIN BOUNDARIES HAVE BEEN GRAPHICALLY SHOWN HEREON. IMPACTED LOTS WILL BE REMOVED FROM THE FLOODPLAIN ONCE ALL WORK REFERENCED IN THE CLOMR THAT HAS BEEN COMPLETED AND ACCEPTED FOR THIS SITE HAS BEEN COMPLETED AND A SUBSEQUENT CLOMR HAS BEEN ISSUED BY FEMA. FOR INFORMATION RELATED TO THE CLOMR REFER TO THE "HYDRAULIC ANALYSIS FOR BIG THOMPSON RIVER BETWEEN I-25 AND LARIMER/WELED COUNTY LINE" PREPARED BY ANDERSON CONSULTING ENGINEERS, INC. MARCH 24, 2005 AND THE ACCEPTANCE LETTER DATED AUGUST 25, 2005. THE PROPOSED FLOOD PLAIN LIMITS HAVE ALSO BEEN SHOWN HEREON.
5. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE FRONT LOT LINES AND ALONG STREET FRONTAGES, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.
6. AN EMERGENCY ACCESS ROAD IS REQUIRED TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE OF ANY OF THE PROPOSED RESIDENCES. AT SUCH TIME AS 120 CERTIFICATES OF OCCUPANCY ARE ISSUED FOR THOMPSON RIVER RANCH FILING 5 OR SUBSEQUENT FILINGS, A PERMANENT PAVED ROAD TO COUNTY ROAD 3 IS REQUIRED TO BE DESIGNED AND CONSTRUCTED. NO ADDITIONAL CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL THE PERMANENT PAVED ROADWAY IS COMPLETED AND APPROVED BY LOVELAND FIRE RESCUE AUTHORITY AND THE TOWN OF JOHNSTOWN.

SURVEYORS CERTIFICATE:

I, LAINE A. LANDAU, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH FILING NO. 6, WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

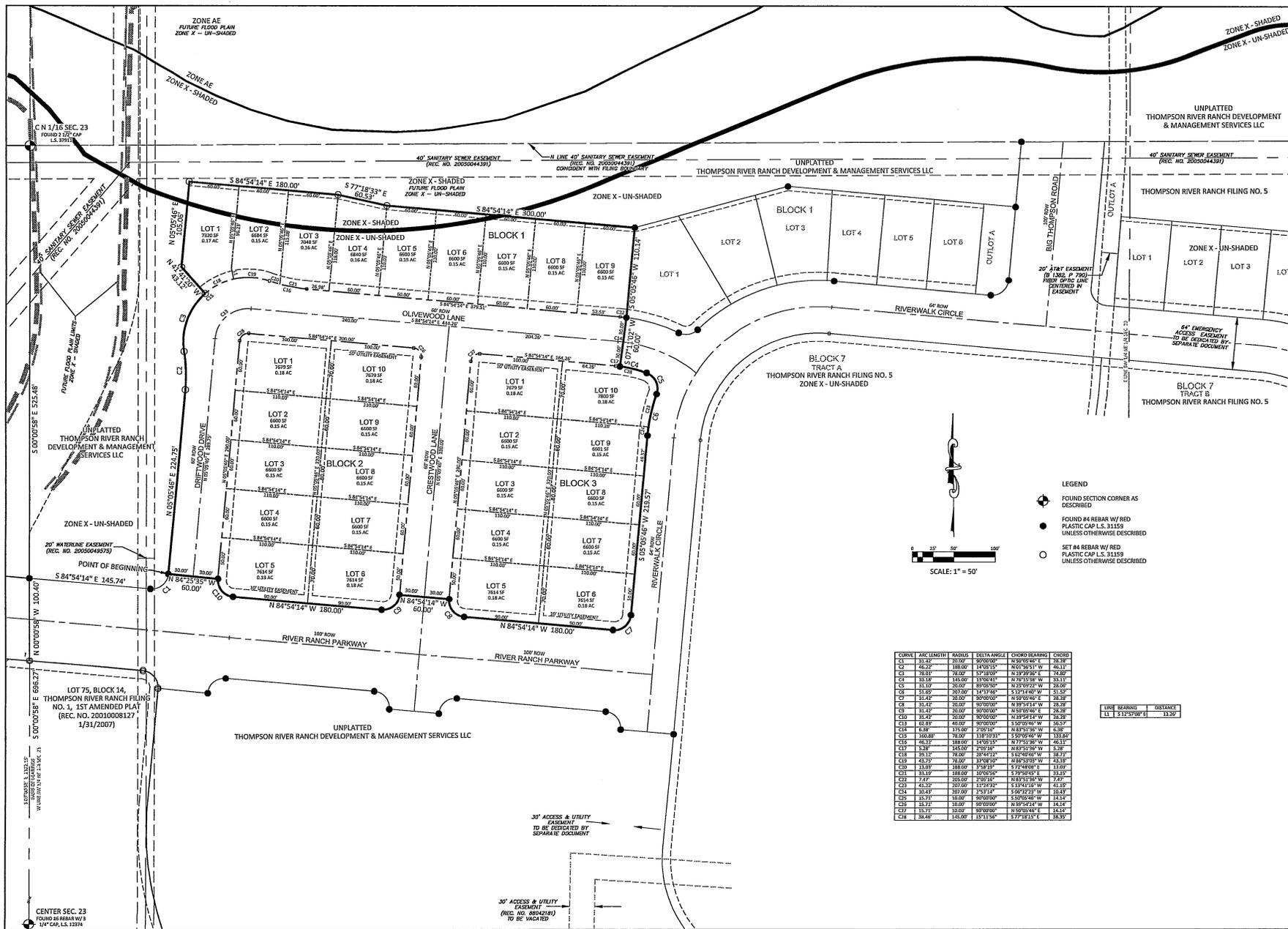
DATED THIS _____ DAY OF _____, 2015.

LAINE A. LANDAU
COLORADO PROFESSIONAL LAND SURVEYOR #31159

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.

| | | | | |
|------------------|-------------|-------|----------|-------------|
| PROJECT # | DATE | SCALE | BY | REVIEWED BY |
| TRR 2015 | JAN 2, 2015 | N/A | J. Pring | L. Landau |
| DATE OF REVISION | | | | |
| 1 | | | | |

THOMPSON RIVER RANCH
FILING NO. 6
FINAL PLAT

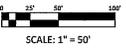


| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD |
|-------|------------|--------|-------------|---------------|-------|
| C1 | 31.42 | 20.00 | 90°00'00" | N 90°00'00" E | 28.38 |
| C2 | 62.84 | 40.00 | 180°00'00" | N 90°00'00" E | 46.11 |
| C3 | 78.50 | 78.50 | 90°00'00" | N 29°29'29" E | 74.80 |
| C4 | 33.16 | 40.00 | 135°00'00" | N 79°15'15" W | 33.11 |
| C5 | 31.42 | 20.00 | 90°00'00" | N 29°29'29" W | 28.38 |
| C6 | 15.71 | 20.00 | 45°00'00" | N 59°59'59" W | 15.71 |
| C7 | 31.42 | 20.00 | 90°00'00" | N 59°59'59" E | 28.38 |
| C8 | 31.42 | 20.00 | 90°00'00" | N 29°29'29" E | 28.38 |
| C9 | 31.42 | 20.00 | 90°00'00" | N 29°29'29" W | 28.38 |
| C10 | 31.42 | 20.00 | 90°00'00" | N 59°59'59" W | 28.38 |
| C11 | 62.84 | 40.00 | 180°00'00" | N 59°59'59" W | 56.57 |
| C12 | 62.84 | 40.00 | 180°00'00" | N 29°29'29" W | 56.57 |
| C13 | 15.71 | 20.00 | 45°00'00" | N 29°29'29" W | 15.71 |
| C14 | 62.84 | 40.00 | 180°00'00" | N 79°15'15" W | 46.11 |
| C15 | 33.16 | 40.00 | 135°00'00" | N 49°01'01" W | 33.11 |
| C16 | 31.42 | 20.00 | 90°00'00" | N 49°01'01" W | 28.38 |
| C17 | 47.12 | 78.50 | 135°00'00" | N 59°59'59" W | 47.12 |
| C18 | 31.42 | 20.00 | 90°00'00" | N 29°29'29" W | 28.38 |
| C19 | 31.42 | 20.00 | 90°00'00" | N 29°29'29" E | 28.38 |
| C20 | 31.42 | 20.00 | 90°00'00" | N 59°59'59" E | 28.38 |
| C21 | 62.84 | 40.00 | 180°00'00" | N 59°59'59" E | 46.11 |
| C22 | 7.47 | 20.00 | 135°00'00" | N 89°57'57" W | 7.47 |
| C23 | 62.84 | 40.00 | 180°00'00" | N 89°57'57" W | 46.11 |
| C24 | 10.43 | 20.00 | 135°00'00" | N 59°59'59" W | 10.43 |
| C25 | 20.87 | 40.00 | 180°00'00" | N 59°59'59" W | 20.87 |
| C26 | 18.74 | 40.00 | 180°00'00" | N 89°57'57" W | 18.74 |
| C27 | 15.71 | 20.00 | 90°00'00" | N 89°57'57" E | 15.71 |
| C28 | 31.42 | 40.00 | 135°00'00" | N 79°15'15" E | 31.42 |

| LINE BEARING | DISTANCE |
|--------------|-----------------------|
| U1 | N 132°30'00" E 33.00' |

LEGEND

- ◆ FOUND SECTION CORNER AS DESCRIBED
- FOUND #4 REBAR W/ RED PLASTIC CAP L.S. 31559 UNLESS OTHERWISE DESCRIBED
- SET #4 REBAR W/ RED PLASTIC CAP L.S. 31559 UNLESS OTHERWISE DESCRIBED



| NO. | REVISION DESCRIPTION |
|-----|----------------------------|
| 1 | 1/4/2025 DRAFT |
| 2 | 1/4/2025 SUBMITTAL |
| 3 | 1/4/2025 PERCEIVE PER NOTE |
| 4 | 1/4/2025 PERCEIVE PER NOTE |
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| 49 | 1/4/2025 PERCEIVE PER NOTE |
| 50 | 1/4/2025 PERCEIVE PER NOTE |

OAKWOOD HOMES
4808 TOWER ROAD
DENVER, CO



Galloway
Planning Architecture Engineers
1000 14th Street, Suite 200
Denver, CO 80202
303.733.2033
www.gallowayinc.com

| DATE | BY | REVISION |
|-------------|------------|-------------------------|
| JAN 3, 2025 | J. Pring | SCALE: N/A |
| | L. Lindner | REVIEWED BY: L. Lindner |
| | L. Lindner | DRAWN BY: L. Lindner |

THOMPSON RIVER RANCH
FILING NO. 6
FINAL PLAN

REFERRAL COMMENTS



Loveland Fire Rescue Authority
Community Safety Division
410 East 5th Street
Loveland, Colorado 80537
Phone (970) 962-2537

TO: John Franklin, Town Planner, Johnstown, Colorado

FROM: Carie Dann, Deputy Fire Marshal, Loveland Fire and Rescue, phone 970.962.2518, email carie.dann@cityofloveland.org

RE: Thompson River Ranch Filing 6 – Final Plat

CC: Robert Van Uffelen, Senior Project Manager, Galloway
Greg Weeks, Town Engineer, Johnstown, Colorado

DATE: February 13, 2015

I have reviewed the above project and have the following comments:

1. These comments pertain to a submitted final plat for Thompson River Ranch Filing 6. The filing contains 35 single-family lots.
2. As stated in Loveland Fire Rescue Authority review of TRR 5 Final Plat, Plat Note 8 need to be corrected to the following:

“An emergency access road is required to be installed along the route of River Ranch Parkway to Larimer County Road 3 prior to combustible materials being brought on the site of any proposed residences. At such time as 120 certificates of occupancy are issued for Thompson River Ranch Filing 5 or subsequent filings, a permanent paved road to County Road 3 is required to be designed and constructed. No additional certificates of occupancy will be issued until the permanent paved roadway is completed and approved by Loveland Fire Rescue Authority and the Town of Johnstown.”

The emergency access road referenced above must be dedicated as an Emergency Access Easement by separate document, constructed of approved all-weather material and designated by approved signage.

3. Loveland Fire Rescue Authority previously approved proposed locations of hydrants for TRR.

Town of

Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

DATE: *January 26, 2015*

REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

Project: *Final Subdivision Plat - Thompson River Ranch, Filing No. 6*

Location: *East of Thompson River Ranch Filing No. 1 and north of River Ranch Parkway extended.*

Applicant: *Oakwood Homes*

Please reply by: *February 13, 2015*

Tentative Planning and Zoning Commission Hearing: *February 25, 2015*

Planner: John Franklin jfranklin@townofjohnstown.com

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

We have reviewed the request and find no conflicts with our interests.

Please see the attached letter.

Comments:

LOTS 1-7, BLOCK 1 NEAR FEMA

APPROVAL FIRST BEFORE

BUILDING PERMITS ISSUED

Signature: *[Signature]* Date: *1/27/15*

Agency: *PW*

Town of

Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

DATE: *January 26, 2015*

REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

Project: *Final Subdivision Plat - Thompson River Ranch, Filing No. 6*

Location: *East of Thompson River Ranch Filing No. 1 and north of River Ranch Parkway extended.*

Applicant: *Oakwood Homes*

Please reply by: *February 13, 2015*

Tentative Planning and Zoning Commission Hearing: *February 25, 2015*

Planner: John Franklin jfranklin@townofjohnstown.com

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

We have reviewed the request and find no conflicts with our interests.

Please see the attached letter.

Comments:

No Traffic comments as I assume TRR #6 is analyzed in the most recent Delich Report. TRR #6 = 35 du + TRR #5 = 54 du = 89 sf residences. 31 more units will trigger access road to LGR 3.

Signature: *Dave Hutton* Date: *1/27/15*

Agency: *Felsburg Holt & Ullevig*

AGENDA ITEM 9D

**SUBDIVISION DEVELOPMENT
AND
IMPROVEMENT AGREEMENT
(Thompson River Ranch, Filing No. 6)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 22, 2017

ITEM NUMBER: 9D

SUBJECT: Consider Subdivision Development and Improvement Agreement - Thompson River Ranch Filing No. 6

ACTION PROPOSED: Consider Approval of Subdivision Development and Improvement Agreement for Thompson River Ranch Filing No. 6

PRESENTED BY: Avi Rocklin, Town Attorney and John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The Final Plat for Thompson River Ranch Filing No. 6 was approved earlier in tonight's agenda. The Agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved previously by the Council. The Agreement requires the Developer to install public and private improvements at the Developer's cost in accordance with the Town's specifications. The Agreement also includes (in Exhibit B-3) milestones for completion of certain improvements, as recommended by the Planning and Zoning Commission.

As was discussed earlier in tonight's agenda, Oakwood Homes requests THAT Exhibit B-3, Paragraph 1 regarding the timing of the second pool and clubhouse be changed to: 'the 500th building permit in addition to Filing Nos. 1, 3 and 4.'

LEGAL ADVICE: The Town Attorney drafted the attached public improvements development agreement.

FINANCIAL ADVICE: N/A

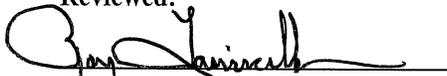
RECOMMENDED ACTION: Consider approval of the public improvements development agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the public improvements development agreement for Thompson River Ranch Filing No. 6 (with conditions...).

For Denial: I move to deny approval of the public improvements development agreement for Thompson River Ranch Filing No. 6.

Reviewed:


Town Manager

**OAKWOOD HOMES REQUEST
FOR ALTERNATE LANGUAGE IN
EXHIBIT B-3**

January 9, 2017

Town of Johnstown, CO
Planning & Zoning Department
450 S. Parish Ave.
Johnstown, CO 80534

Re: Thompson River Ranch Filing 6 D.A. Amendment - Pre-Application Memo

To whom it may concern,

Attached please find an application to accompany this narrative regarding a proposal to amend the draft Thompson River Ranch (TRR) Filing 6 Development Agreement (F6 DA) as presented by Town staff. The list below summarizes the proposed amendments and is followed by a detailed explanation for each amended item;

1. Revise Development Standards section 9.3.E. to allow for asphalt shingles
2. Revise Exhibit B-3, section 1, construction completion date for the pool and clubhouse
3. Revise Exhibit B-3, section 2, commitment to build CR3 road improvements

1. F6 DA amendment to revise Development Standards section 9.3.E. to allow for dimensional asphalt shingles:

Justification - The Filing 6 Development Agreement requires 40 year architectural concrete roof shingles on all homes. This standard was originally set, and associated with, the Filing 1 development area in order to offset any perceived aesthetic deficiencies associated with the patio home neighborhood and it's garage dominated street scene. The Filing 6 development area is far removed from the Filing 1 patio home neighborhood and thus should not have the same requirement. Furthermore, the buyer profile for homes planned in Filing 6, and future filings, does not identify the concrete shingles as a value added component and prefers to allocate the cost on other upgrades to the home.

2. F6 DA amendment to revise Exhibit B-3, section 1, construction completion date for the pool and clubhouse:

Justification - The Filing 6 Development Agreement requires the "Active Neighborhood Park" community building and swimming pool construction to be complete on or before June 30, 2017. The developer intends to start construction in Filing 6 in the first quarter of 2017 and plans to change the timing for completing construction of the community building and swimming pool to reflect the current development timeline and to ensure that an adequate number of homes exist to support the district's operations and maintenance expenses for the facility. Furthermore, the developer has already constructed a pool and clubhouse amenity not originally planned for in Filing 1 and thus, modifications to the scale and scope of the "Active Neighborhood Park" Filing 1 pool and clubhouse amenity are being made to account for development budget allocated to the existing amenity. Exhibit B-3, section 1 of the Filing 6 DA requiring the community building and swimming pool to be completed on or before June 30, 2017, will be amended to read;

1. Developer shall commence construction of the community building and swimming pool on or before the issuance of the 500th building permit in development areas east of Filing 1. The following clubhouse and pool amenities shall be constructed in the "Active Neighborhood Park" and the Final Development Plan 'A' and 'B' for Thompson River Ranch Filing No. 1 approved June 5, 2005, shall be amended accordingly.

- "Active Neighborhood Park" pool amenity as proposed with modifications
 - 2,500 s.f. pool amenity with lap pool area and separate spa and kiddie pools
 - 1,500 s.f. clubhouse with restrooms, common area and fitness room
 - Tot-lot / picnic pavilion / sport court areas

3. F6 DA amendment to revise Exhibit B-3, section 2, commitment to build CR3 road improvements:

Justification – The Filing 6 Development Agreement excludes development in Filing Nos 1, 3 and 4 from the development areas that require future improvements to CR3. The Developer intends to clarify that future development in the Filing No 1 mixed-use areas does not count towards the 120 building permits associated with the CR3 improvement trigger. Exhibit B-3, section 2, of the Filing 6 DA, shall be amended to state;

2. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos 1, 3 and 4, and exclusive of future development in the mixed-use parcels, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. The road shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer.

Thank you for your consideration of this proposal and efforts in providing feedback on the requested issues.

Sincerely,
Josh Rowland
Principal, LAI Design Group

AGREEMENT

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 6)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”) and **Oakwood Homes, LLC**, a Colorado limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, Developer is the fee simple owner of a parcel of land situated in the Town of Johnstown, County of Larimer, State of Colorado, the description of which is set forth on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Developer seeks to develop the Property and to designate such development as Thompson River Ranch Filing No. 6 (“Development”); and

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

WHEREAS, the Town Council approved the Final Plat by passage of Resolution No. 2017-____, containing terms and conditions of approval of the Final Plat, which Resolution is attached hereto as **Exhibit “B-2”** and incorporated herein by this reference (“Resolution”); and

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

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

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

DEFINITIONS

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

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

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

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

1.4 **“Development”** shall mean all the Property, property rights and subdivision improvements within the legal description in **Exhibit “A.”**

1.5 **“Dry Utilities”** shall mean electricity, natural gas, cable and telephone.

1.6 **“Maintenance Guarantee”** shall mean a guarantee that the Subdivision Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.7 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails, postal service boxes and school bus stop shelters.

1.8 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities, irrigation structures and other public facilities and improvements to serve the Development.

1.9 **“Site Development Plan”** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.10 “**Subdivision Improvements**” shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.11 “**Town**” shall mean the Town of Johnstown, Colorado.

1.12 “**Town Engineer**” shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.13 “**Town Manager**” shall include the Town Manager and his authorized designees.

1.14 “**Town Official**” shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

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

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

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if

any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

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

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

2.4 Testing and Inspection: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

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

3. Private Improvements

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

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

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

3.4 **Completion of Private Improvements:** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town may, in its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit "D"** in which the Town is designated as the beneficiary is provided to the Town.

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

After the receipt of the written application, the Town Engineer shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance upon receipt of the Maintenance Guarantee. If the Subdivision Improvements are not satisfactory, the Town Engineer shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Public Improvements, which written application shall contain the items set forth above. The Town Engineer shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance upon receipt of the Maintenance Guarantee.

5.2 ***Maintenance Guarantee.*** Prior to Initial Acceptance, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit "D"** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall

equal fifteen percent (15%) of the total cost of the Subdivision Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Subdivision Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Subdivision Improvements.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Subdivision Improvements to Developer. The Town may issue written notice of Initial Acceptance of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance of the Subdivision Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Subdivision Improvements at Developer's expense. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee.

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

5.6 ***Dedication and Maintenance of Subdivision Improvements:*** Upon Final Acceptance of the Subdivision Improvements: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by the Developer or a metropolitan or special district; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters until: (1) the Final Plat has been recorded with the County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town; (3) Developer has received written notice of Initial Acceptance of the Subdivision Improvements; (4) meter and curb stop pass inspection; (5) storm drainage fees required under Municipal Code Section 17-113 have been paid; (6) the parties have entered into a Water and Sewer Service Agreement; and (7) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town in its sole discretion, on the condition that such improvements be completed prior to the issuance of certificates of occupancy.

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

OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall

be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Developer agrees to control all weeds growing within the Development. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

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

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

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

8.7 Developer hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

8.8 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and the Thompson River Ranch Design Guidelines. In the event of a conflict among the foregoing, the provisions of the Thompson River Ranch Design Guidelines shall control and govern the Development.

9.3 Appropriate design standards must be met including, but not limited to, the following:

- A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.
- B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.
- C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.
- D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.
- E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall at minimum have forty (40) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.
- F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.
- G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a

single point of vehicular access unless an approved temporary second point of vehicular access is provided.

- H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.
- I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform to the Town's format and content requirements.

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

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum

amount of one hundred fifty thousand dollars (\$150,000.00) for injury to one person, or six hundred thousand dollars (\$600,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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

10.4 ***Tax Liability:*** Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

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

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

DEFAULTS AND REMEDIES

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

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

11.3 Should Developer default in any obligation under this Agreement, the Town may, in its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit "B-3,"** which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

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

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

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

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

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

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Development and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands

that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

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

TO DEVELOPER:

OAKWOOD HOMES, LLC
Attention: Thomas Cyr
4908 Tower Road
Denver, CO 80249

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile: (970) 587-0141
Email: rcello@townofjohnstown.com

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
19 Old Town Square, Suite 238
Fort Collins, CO 80528
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

13.8 **Costs and Attorney Fees.** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

13.9 **Vested Right.** The Final Plat shall have vested rights pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

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

13.11 **Governing Law and Venue.** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.

13.12 **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 **Compliance with the Law.** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.15 **No Third Party Beneficiaries.** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 13th day of February, 2017.

Oakwood Homes, LLC

By:  2/13/17
Managing Member Date
David Bracht
(printed name)

ATTEST:

 02/13/17
Secretary/Member Date
John Glaser
(printed name)

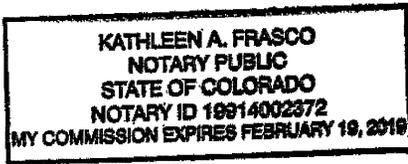
(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 13th day of February, 2017, by
David Bracht.

WITNESS my hand and official seal.

My commission expires: 02-19-19



Kathleen A. Frasco
Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor Scott James

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Thompson River Ranch Filing No. 6)**

EXHIBITS

TABLE OF CONTENTS

| | |
|---------------------|---|
| EXHIBIT A: | Legal Description of Subject Property |
| EXHIBIT B-1: | Copy of Final Plat |
| EXHIBIT B-2: | Town Resolution Approving Development |
| EXHIBIT B-3: | Additional Terms, Conditions or Provisions |
| EXHIBIT C: | Schedule of Public Improvements |
| EXHIBIT D: | Irrevocable Letter of Credit Form |
| EXHIBIT E: | Notice (Approval of Final Plan/Plat and of Development Agreement) |

EXHIBIT A

**LEGAL DESCRIPTION
(Development)**

LEGAL DESCRIPTION
THOMPSON RIVER RANCH FILING NO. 6

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE NORTH RIGHT OF WAY FOR RIVER RANCH PARKWAY; THENCE S 84°54'14" E, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 145.74' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWEST; THENCE 31.42' CONTINUING ALONG SAID NORTH RIGHT OF WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28' **TO THE POINT OF BEGINNING;**

THENCE N 05°05'46" E, A DISTANCE OF 224.75' TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY;

THENCE 46.22' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 14°05'15", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 01°56'51" W, 46.11' TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY;

THENCE 78.01' ALONG THE ARC OF SAID A REVERSE CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 57°18'09", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 19°39'36" E, 74.80';

THENCE N 41°41'20" W, A DISTANCE OF 43.12';

THENCE N 05°05'46" E, A DISTANCE OF 105.06';

THENCE S 84°54'14" E, A DISTANCE OF 180.00';

THENCE S 77°18'33" E, A DISTANCE OF 60.53';

THENCE S 84°54'14" E, A DISTANCE OF 300.00' TO THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5;

THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5:

1. THENCE S 05°05'46" W A DISTANCE OF 110.14';
2. THENCE S 07°11'02" W A DISTANCE OF 60.00' TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY;
3. THENCE 33.18' ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 145.00', A CENTRAL ANGLE OF 13°06'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 76°15'38" E, 33.11' TO A POINT OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY;
4. THENCE 31.10', ALONG THE ARC OF A COMPOUND CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 25°09'22" E, 28.06', TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY;
5. THENCE 51.65', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 14°17'46", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 12°14'40" W, 51.52';
6. THENCE S 05°05'46" W, A DISTANCE OF 219.57' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY;
7. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
8. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY;

9. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDE BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';
10. THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY;
11. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDE BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
12. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY;
13. THENCE 31.42' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDE BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';
14. THENCE N 84°25'35" W, A DISTANCE OF 60.00' TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS A GROSS AREA OF 268,996 SQUARE FEET, 6.18 ACRES, MORE OR LESS.

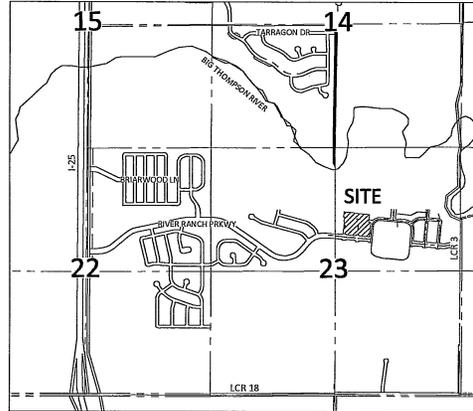
EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

THOMPSON RIVER RANCH FILING NO. 6

BEING LOCATED IN THE SW 1/4 OF THE NE1/4 OF SECTION 23, T 5 N, R 68 W OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO
FINAL PLAT



DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER NORTH 1/16 CORNER OF SAID SECTION 23, THENCE SOUTH 00°00'58" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 525.48' TO THE NORTH RIGHT OF WAY FOR RIVER RANCH PARKWAY; THENCE S 84°54'14" E, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 165.70' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWEST; THENCE 31.42' CONTINUING ALONG SAID NORTH RIGHT OF WAY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 50°05'46" E, 28.28' TO THE POINT OF BEGINNING;

THENCE N 05°05'46" E, A DISTANCE OF 224.75' TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY;
THENCE 46.22' ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 188.00', A CENTRAL ANGLE OF 14°05'45", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 01°56'53" W, 46.11' TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY;
THENCE 78.01' ALONG THE ARC OF SAID A REVERSE CURVE HAVING A RADIUS OF 78.00', A CENTRAL ANGLE OF 57°18'09", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 19°59'46" E, 74.80';
THENCE N 41°41'20" W, A DISTANCE OF 43.12';
THENCE N 05°05'46" E, A DISTANCE OF 105.00';
THENCE S 84°54'14" E, A DISTANCE OF 180.00';
THENCE S 77°18'33" E, A DISTANCE OF 60.53';
THENCE S 84°54'14" E, A DISTANCE OF 300.00' TO THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5;

THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE PERIMETER OF THOMPSON RIVER RANCH FILING NO. 5:

1. THENCE S 05°05'46" W A DISTANCE OF 110.14';
2. THENCE S 07°19'02" W A DISTANCE OF 60.00' TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY;
3. THENCE 33.18' ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 145.00', A CENTRAL ANGLE OF 13°06'41", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 76°15'38" E, 33.11' TO A POINT OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY;
4. THENCE 31.10', ALONG THE ARC OF A COMPOUND CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 89°05'50", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 25°09'22" E, 28.09', TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY;
5. THENCE 51.85', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 207.00', A CENTRAL ANGLE OF 14°17'40", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 12°14'40" W, 51.52';
6. THENCE S 05°05'46" W, A DISTANCE OF 289.57' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY;
7. THENCE 33.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
8. THENCE N 84°54'14" W, A DISTANCE OF 180.00' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY;
9. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS N 39°54'14" W, 28.28';
10. THENCE N 84°54'14" W, A DISTANCE OF 60.00' TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY;
11. THENCE 31.42', ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00', A CENTRAL ANGLE OF 90°00'00", AND BEING SUBTENDED BY A CHORD WHICH BEARS S 50°05'46" W, 28.28';
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14. THENCE N 84°25'35" W, A DISTANCE OF 60.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 268,996 SQUARE FEET, 6.18 ACRES, MORE OR LESS.

AND DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF-WAY AND EASEMENTS UNDER THE NAME OF THOMPSON RIVER RANCH FILING NO. 6 AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

TRR DEVELOPMENT & MANAGEMENT SERVICES LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

STATE OF COLORADO
IN
COUNTY OF LARIMER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY _____ AS EXECUTIVE VICE PRESIDENT OF TRR DEVELOPMENT & MANAGEMENT SERVICES LLC.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

APPROVALS
PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 6, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____,

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THOMPSON RIVER RANCH FILING NO. 6, 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 _____,

BY: _____ MAYOR ATTEST: _____ TOWN CLERK

SITE STATISTICS:
LARGEST LOT: 7800 SF, 0.18 AC
SMALLEST LOT: 6600 SF, 0.15 AC
AVERAGE LOT SIZE: 7172 SF, 0.17 AC
LOTS: 29 SINGLE FAMILY LOTS
ROW DEDICATED: 67,612 SF, 1.55 AC

OWNER & DEVELOPER:
TRR DEVELOPMENT & MANAGEMENT SERVICES LLC
4908 TOWER ROAD
DENVER, CO 80249

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

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

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

NOTES:

1. BASIS OF BEARINGS: ASSUMED NORTH 07°00'38" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., SAID LINE BEING MONUMENTED BY A FOUND NUMBER 6 REBAR WITH A 1/2" ALUMINUM CAP, "L.S. 37911" AT THE CENTER NORTH 1/16 CORNER AND BY A FOUND NUMBER 6 REBAR WITH A 1/2" ALUMINUM CAP, "L.S. 12274" AT THE CENTER 1/4 CORNER OF SECTION 23 AS SHOWN HEREON.

2. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT 508-F045666-017-012, DATED JUNE 18, 2013 WAS RELIED UPON FOR INFORMATION REGARDING EASEMENTS AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS PLAT. SAID COMMITMENT COVERS MORE PROPERTY THAN INCLUDED IN THIS PLAT. EASEMENTS IDENTIFIED IN SAID DOCUMENT HAVE BEEN SHOWN HEREON UNLESS NOT SPECIFICALLY DEFINED. THE FOLLOWING EASEMENTS CANNOT BE LOCATED DUE TO A LACK OF A SPECIFIC DEFINITION:
EXCEPTION 13-RIGHT OF WAY EASEMENT (BOOK 761, PAGE 238);
EXCEPTION 24-RIGHT OF WAY EASEMENT (BOOK 2097, PAGE 500);
EXCEPTION 29-PURE EASEMENT (REC. NO. 90016914);
EXCEPTION 30-PURE EASEMENT (REC. NO. 90016915).

3. THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 268,996 SQUARE FEET, 6.18 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.

4. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN "UNSHADED" ZONE X, THE AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDS TO THE FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBERS 08060C133F AND 08060C134F, EFFECTIVE DATE 12/29/2006. THE SAID FEMA BOUNDARIES ARE GRAPHICALLY SHOWN HEREON. FLOOD INFORMATION IS SUBJECT TO CHANGE.

5. EASEMENTS: 10' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE FRONT LOT LINES AND ALONG STREET FRONTAGES, 5' WIDE UTILITY EASEMENTS ARE DEDICATED ALONG THE REAR LOT LINES AS SHOWN HEREON.

6. AN EMERGENCY ACCESS ROAD IS REQUIRED TO BE INSTALLED ALONG THE ROUTE OF RIVER RANCH PARKWAY TO LARIMER COUNTY ROAD 3 PRIOR TO COMBUSTIBLE MATERIALS BEING BROUGHT ON SITE OF ANY OF THE PROPOSED RESIDENCES. AT SUCH TIME AS 120 CERTIFICATES OF OCCUPANCY ARE ISSUED FOR THOMPSON RIVER RANCH FILINGS 5 OR SUBSEQUENT FILINGS, A PERMANENT PAVED ROAD TO COUNTY ROAD 3 IS REQUIRED TO BE DESIGNED AND CONSTRUCTED. NO ADDITIONAL CERTIFICATES OF OCCUPANCY WILL BE ISSUED UNTIL THE PERMANENT PAVED ROADWAY IS COMPLETED AND APPROVED BY LOVELAND FIRE RESCUE AUTHORITY AND THE TOWN OF JOHNSTOWN.

SURVEYOR'S CERTIFICATE:

I, RONALD C. BENNKE, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF THOMPSON RIVER RANCH FILING NO. 6 WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW REPRESENTED ON THIS PLAT.

DATED THIS 21 DAY OF OCTOBER, 2016.



RONALD C. BENNKE
COLORADO PROFESSIONAL LAND SURVEYOR #37055
AN EMPLOYEE FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

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.

Galloway
Planning, Architectural, Engineering
3760 E. 15th Street, Suite 202
Loveland, CO 80538
970.662.5300
www.galloway18.com

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OAKWOOD HOMES
4908 TOWER ROAD
DENVER, CO

THOMPSON RIVER RANCH FILING NO. 6
FINAL PLAT

THIS MAP IS AN INSTRUMENT OF SERVICE AND NOT THE PROPERTY OF GALLOWAY AND MAY NOT BE REPRODUCED, COPIED, OR REPROCESSED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

PROJECT NO: OAKLV001.01
DRAWN BY: AN
CHECKED BY: BSK
DATE: OCTOBER 21, 2016

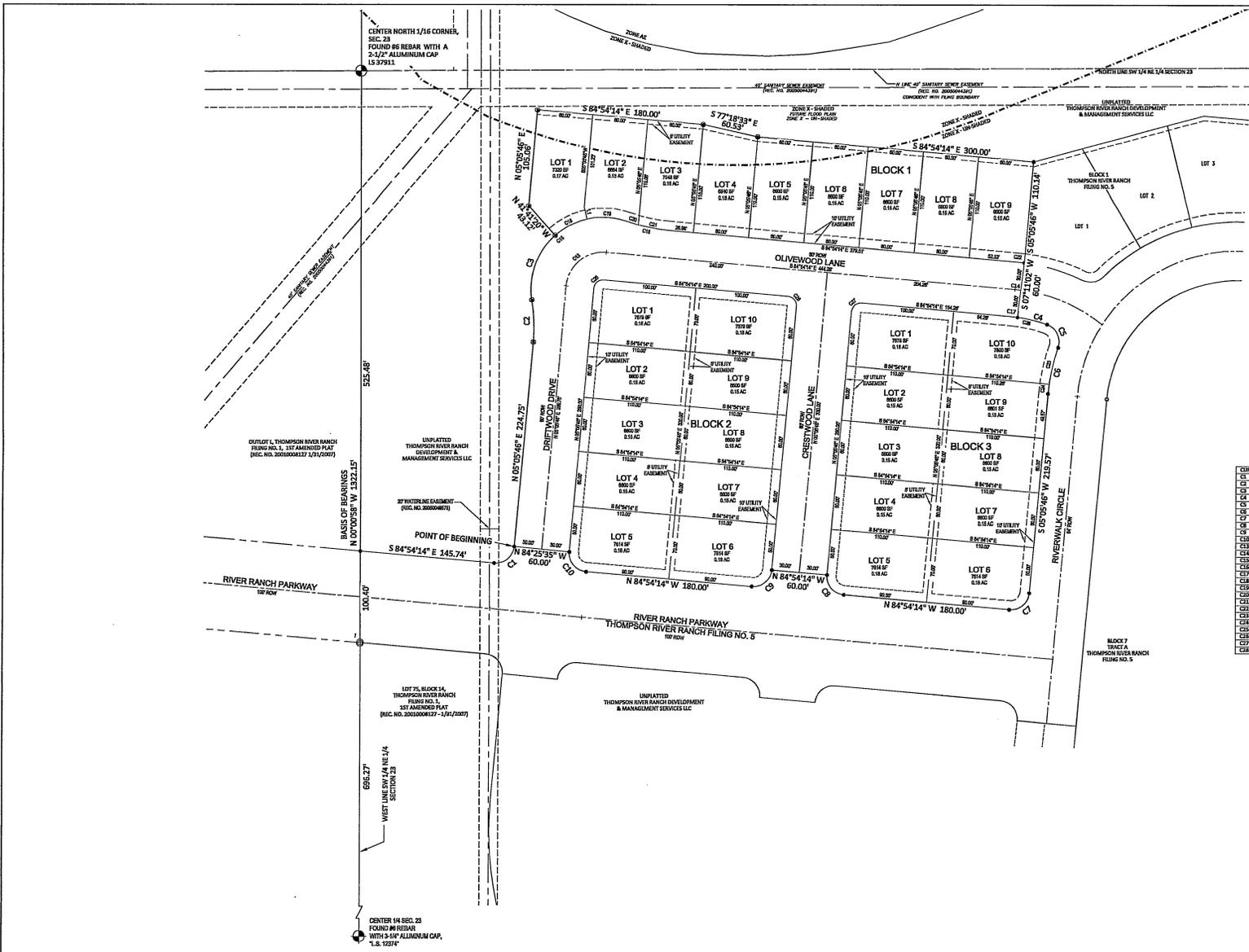
SHEET
1 OF 2



- LEGEND**
- FOUND SECTION CORNER AS DESCRIBED
 - FOUND AS REBAR W/ RED PLASTIC CAP L.S. 31159 UNLESS OTHERWISE DESCRIBED
 - SET AS REBAR W/ 1.25" ORANGE PLASTIC CAP INSCRIBED GALLOWAY L.S. 37065 UNLESS OTHERWISE DESCRIBED
 - FOUND AS REBAR WITH RED PLASTIC CAP "L.S. 16847"

| CHORD | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD |
|-------|------------|--------|-------------|---------------|--------|
| C1 | 31.42 | 10.00 | 90.0000° | N 50°07'48" E | 28.28 |
| C2 | 42.32 | 138.00 | 14°01'13" | N 61°04'31" E | 42.11 |
| C3 | 78.20 | 78.00 | 97°18'03" | N 13°59'30" W | 74.80 |
| C4 | 31.16 | 143.00 | 12°08'18" | S 83°55'43" E | 31.17 |
| C5 | 31.16 | 20.00 | 88°05'58" | S 5°02'23" E | 28.00 |
| C6 | 31.42 | 200.00 | 14°17'40" | S 12°42'40" W | 31.20 |
| C7 | 31.42 | 20.00 | 90.0000° | N 30°54'24" W | 28.28 |
| C8 | 31.42 | 20.00 | 90.0000° | S 5°02'23" E | 28.00 |
| C9 | 31.42 | 20.00 | 90.0000° | S 5°02'23" E | 28.00 |
| C10 | 31.42 | 20.00 | 90.0000° | N 30°54'24" W | 28.28 |
| C11 | 62.84 | 40.00 | 90.0000° | S 5°02'23" E | 58.47 |
| C12 | 62.84 | 40.00 | 90.0000° | N 83°53'30" W | 63.81 |
| C13 | 138.00 | 78.00 | 138°05'11" | S 50°07'48" E | 133.84 |
| C14 | 42.32 | 138.00 | 14°05'15" | N 77°57'50" W | 42.11 |
| C15 | 78.20 | 78.00 | 2°05'55" | N 83°53'30" W | 74.80 |
| C16 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C17 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C18 | 31.16 | 78.00 | 28°44'14" | N 83°53'30" W | 28.27 |
| C19 | 31.16 | 78.00 | 28°44'14" | N 83°53'30" W | 28.27 |
| C20 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C21 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C22 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C23 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C24 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C25 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C26 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C27 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |
| C28 | 31.16 | 78.00 | 28°44'14" | S 12°42'40" W | 28.27 |

| LINE BEARING | DISTANCE |
|--------------|---------------------|
| L1 | S 12°27'00" E 28.28 |



| | | | | | | |
|--|--|---|--|--|---|-----------------------------------|
| <p>Galloway Planning, Architecture, Engineering 3740 E. 18th Street, Suite 202 Loveland, CO 80503 970.800.9300 www.gallowayus.com</p> | <p># DATE ISSUE / DESCRIPTION INIT.</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>OAKWOOD HOMES</p> <p>4908 TOWER ROAD DENVER, CO</p> | <p>THOMPSON RIVER RANCH FILING NO. 6</p> <p>FINAL PLAT</p> | <p>THIS MAP IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.</p> | <p>PROJECT NO: OAKWOOD01</p> <p>DRAWN BY: AN</p> <p>CHECKED BY: RCR</p> <p>DATE: OCTOBER 21, 2016</p> | <p>SHEET</p> <p>2 OF 2</p> |
| | <p>CENTER NORTH 1/4 CORNER, SEC. 23 FOUND REBAR WITH A 2-1/2" ALUMINUM CAP L.S. 37811</p> <p>CENTER 1/4 SEC. 23 FOUND REBAR WITH 1-1/4" ALUMINUM CAP, L.S. 12374</p> <p>LOT 75, BLOCK 14, THOMPSON RIVER RANCH FILING NO. 5, 1ST AMENDED PLAT (P.L.C. NO. 2005000817 - 1/1/2007)</p> <p>LOT 75, BLOCK 14, THOMPSON RIVER RANCH FILING NO. 5, 1ST AMENDED PLAT (P.L.C. NO. 2005000817 - 1/1/2007)</p> <p>LOT 75, BLOCK 14, THOMPSON RIVER RANCH FILING NO. 5, 1ST AMENDED PLAT (P.L.C. NO. 2005000817 - 1/1/2007)</p> | | | | | |

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Completion of the River Ranch Community Building, Pool and Park (pursuant to Council action on Thompson River Ranch Filing No. 5 and the Subdivision Development and Improvement Agreement between the Town and Developer regarding Thompson River Ranch Filing No. 5 dated on or about March 16, 2015).
2. On or before Developer obtains the 120th building permit in the Thompson River Ranch Development, exclusive of Filing Nos 1, 3 and 4, and exclusive of future development in the mixed use parcels near the I-25 Frontage Road, Developer shall have completed construction to improve Larimer County Road 3 (High Plains Boulevard) to an Interim Arterial standard, as described in the Town Design Criteria, within Town Limits from River Ranch Parkway to the Hillsborough Ditch crossing. The road shall be extended as a special Interim Arterial section across the Hillsborough Ditch south to Larimer County Road 18, with access improvements onto County Road 18 as determined by the Town Traffic Engineer.
3. Landscaping, signage, street lighting and related Private Improvements are subject to the Thompson River Ranch Design Guidelines and the final Site Development Plan for this Development.
4. Developer shall comply with all obligations and procedures required by the Federal Emergency Management Agency for the Development.

EXHIBIT C

**SCHEDULE OF PUBLIC IMPROVEMENTS
(ATTACHED)**

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$ _____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for _____, dated this day _____ of _____, 20____, between the Town _____ of _____ Johnstown _____ and _____.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

EXHIBIT E

NOTICE

Please take notice that on the ____ day of _____, 2017, the Town Council of the Town of Johnstown approved the final plat for the development known as _____, which development was submitted and processed in accordance with the Town of Johnstown's Municipal Code. In conjunction therewith, the Town Council also approved a Development Agreement dated _____, 2017, between the Town Johnstown and the Developer, pursuant to and under which certain rights and obligations of the Developer will pass on to subsequent owners, heirs, assigns and transferees of the below-described property. The Development Agreement is on file and may be reviewed in the office of the Town Clerk of the Town of Johnstown. The subject property for which such Development Agreement applies is described as follows:

LEGAL DESCRIPTION ATTACHED

DATED this _____ day of _____, 2017.

Town Clerk

Town Manager

