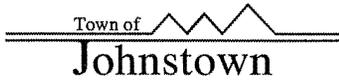


TOWN COUNCIL

MEETING

PACKET

May 21, 2018



Town Council

Agenda
Monday, May 21, 2018
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 –May 7, 2018
 - B) Payment of Bills
 - C) April Financial Statements
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) ***Public Hearing** – Johnstown Village ((Massey) Preliminary Plat
 - B) Johnstown Village (Massey) Preliminary Development Plan
 - C) ***Public Hearing** – Resolution No. 2018-07, Approving the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5
 - D) ***Public Hearing** – New Liquor Store License – Johnstown Plaza Liquors, LLC
 - 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 – May 7, 2018**
 - **Payment of Bills**
 - **April Financial Statements**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 21, 2018

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 – May 7, 2018
- B) Payment of Bills
- C) April 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, May 7, 2018 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 Lebsack, Lemasters, Mellon, Molinar Jr. Tallent and Young

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 Lebsack to approve the Agenda with the amendment to move Item 9G. to 9.A. Motion carried with a unanimous vote.

Consent Agenda

Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to approve the Consent Agenda with the following items included for approval:

- April 16, 2018 Council Meeting Minutes
- Amendment to Iron Horse Agreements

Motion carried, with Mayor James abstaining.

Old Business

A. Appointment of Mayor Pro Tem - Councilmember Mellon made a motion seconded by Councilmember Tallent to appoint Gary Lebsack Mayor Pro Tem. Motion carried with a unanimous vote.

New Business

A. Mr. Chris Coker, CEO/President of the YMCA of Boulder Valley was present to discuss the proposed marketing material for the Johnstown Community Recreation Center. Councilmember Young made a motion seconded by Councilmember Mellon to select the name "Johnstown Community YMCA" to be used on the marketing materials. Motion carried with a unanimous vote.

B. Consider Water and Sewer Service Agreement for Thompson River Ranch PUD, Filing No. 9 – The Developer, Oakwood Homes submitted to the Town a Water and Sewer Service Demand Analysis, based upon the analysis with the proposed construction of 128 residential lots and potable landscape irrigation, the average water demand is calculated to be 59.6 acres-feet per year. The Developer, will apply existing dedication credit and also dedicate additional shares of Home Supply. Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 9. Motion carried with a unanimous vote.

C. Public Hearing – Thompson River Ranch PUD, Filing No. 9 Final Plat – The applicant, Oakwood Homes has submitted a request for approval of a final subdivision plat for a parcel of land known as the “Carriage Home” development. There are 128 lots on approximately 21 acres, with the zoning for the property Planned Unit Development-Mixed Use for residential.

Mayor James opened the public hearing at 7:26 p.m. After hearing from the applicant and having no public comment the public hearing was closed at 7:51 p.m. Councilmember Mellon made a motion seconded by Councilmember Young to approve the Thompson River Ranch, Filing No. 9 Final Plat. Motion carried with Councilmember Molinar Jr. voting no.

D. Consider Subdivision Development and Improvement Agreement for Thompson River Ranch PUD, Filing No. 9 – The Subdivision Development and Improvement Agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved by Council. Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the public improvements development agreement for Thompson River Ranch Filing No. 9. Motion carried with a unanimous vote.

E. Public Hearing – Transfer of Ownership for Johnstown Liquor Inc.

Mayor James opened the Public Hearing at 7:56 p.m. After hearing from the applicant and having no public comment the public hearing was closed at 8:00 p.m. Councilmember Lemasters made a motion seconded by Councilmember Tallent to approve the application for the Transfer of Ownership for Johnstown Liquor, Inc. Motion carried with a unanimous vote.

F. Consider Award of Contract to A-One Chipseal for 2018 Chip Seal Project – Councilmember Mellon made a motion seconded by Councilmember Young to award the contract for the 2018 Chip Seal Project to A-One Chipseal for a total price not to exceed \$250,000, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

G. Consider Water Agreement for Johnstown Heights, Amended Filing No. 3 – The Developer, Jan Telep Rogers desires to develop 9 lots in Johnstown Heights, Filing No. 3. The Water Agreement specifies the Developer will pay \$9,375.00 per SFE for each of the undeveloped lots in the Development. The Water Agreement terminates on December 31, 2027. If the developer has not obtained building permits by the termination date, the Water Agreement shall not be binding. Councilmember Young made a motion seconded by Councilmember Lebsack to approve the Water Agreement for Johnstown Heights, Amended Filing No. 3 between the Town of Johnstown and Jan Telep Rogers, and authorize the Mayor to sign it. Motion carried with a unanimous vote.

10. Executive Session

An Executive Session for a Conference with the Town Attorney Pursuant to C.R.S. Section 24-6-402 (4)(b) Regarding a Proposed Water Agreement between the Town of Johnstown and W.R. Investment, LLC – Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to recess into Executive Session at 8:09 p.m.

Mayor James reopened the Executive Session at 8:41 p.m.

A. Consider Water Agreement between the Town of Johnstown and W.R. Investment, LLC – Councilmember Mellon made a motion seconded by Councilmember Lemasters to approve the Water Agreement between the Town of Johnstown and W.R. Investment, LLC and authorize the Mayor to sign it. Motion carried with a unanimous vote.

There being no further business to come before the Council the meeting adjourned at 8:55 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT- MAY 2018		
ACE HARDWARE	\$	928.82
A CONCRETE INC.	\$	14,630.00
ALL COPY PRODUCTS	\$	1,043.22
AJ'S BACKFLOW TESTING LLC	\$	825.00
ANCHOR AUTO GLASS	\$	667.50
APPLIED CONCEPTS INC.	\$	80.00
APPLIED INDUSTRIAL TECHNOLOGIES	\$	2,824.96
ARAPAHOE RENTAL	\$	61.00
ARROWHEAD FORENSICS	\$	392.65
AVALIS WAYFINDING SOLUTIONS	\$	106.61
BRANDON COPELAND	\$	533.68
CASELLE	\$	1,029.00
CDR PROPANE SERVICES, LLC	\$	218.75
CENTRAL WELD COUNTY WATER DISTRICT	\$	586.00
CENTURY LINK	\$	330.35
CH DIAGNOSTIC AND CONSULTING SERVICES, INC.	\$	420.00
CHEMATOX LABORATORIES INC	\$	770.00
CHURCHICH RECREATION	\$	149.00
CINTAS - GREELEY	\$	619.18
CINTAS - LOVELAND	\$	247.08
COLORADO ANALYTICAL	\$	525.00
COREN PRINTING INC.	\$	1,132.00
DALE'S ENVIRONMENTAL SERVICES	\$	2,250.00
DANA KEPNER COMPANY, INC.	\$	929.28
DBC IRRIGATION SUPPLY	\$	581.31
DPC INDUSTRIES (CHEMICALS)	\$	30,407.86
DXP ENTERPRISES, INC.	\$	49.08
ELECTION SYSTEMS & SOFTWARE, LLC	\$	2.74
FAIRBANK EQUIPMENT INC.	\$	3.92
FERGUSON WATERWORKS	\$	358.77
FIRST CLASS SECURITY SYSTEMS	\$	78.90
FIRST NATIONAL BANK	\$	521.11
FLOWERS FOR THREE	\$	467.98
FORT COLLINS DODGE CHRYSLER JEEP	\$	1,602.72
FRONTIER FERTILIZER	\$	100.03
GRAINGER	\$	296.92
GREELEY LOCK & KEY	\$	21.60
GREYSTONE TECHNOLOGY	\$	1,200.00
HACH COMPANY	\$	550.75
HAYS MARKET	\$	242.22
H & E EQUIPMENT SERVICES INC.	\$	613.00
HELTON & WILLIAMSEN	\$	1,553.25
H.E.S ELEVATOR SERVICE	\$	366.25
HILL & ROBBINS PC	\$	1,247.05
IMEG CORP	\$	420.00
INERTIA AUTOMATION INC.	\$	242.47
INTERSTATE BATTERY OF THE ROCKIES	\$	260.90
J&S CONTRACTORS SUPPLY	\$	1,861.65
JOHNSTOWN BBQ DAY COMMITTEE	\$	8,000.00
JOHNSTOWN BREEZE	\$	346.92
JOHNSTOWN CLOTHING & EMBROIDERY	\$	104.68
JONES EXCAVATING & PLUMBING	\$	1,475.00
LAW OFFICE OF AVI S. ROCKLIN, LLC	\$	9,622.00
LAZAR, MICHAEL A.	\$	1,250.00
LEE'S TOWING	\$	125.00
LIFE STORIES CHILD & FAMILY ADVOCACY	\$	156.00
MAC EQUIPMENT INC.	\$	326.49
MARES AUTO	\$	545.08
MARIPOSA PLANTS	\$	85.00
MCDONALD FARMS ENTERPRISES INC.	\$	6,660.00
MILLIKEN JOHNSTOWN ELECTRIC	\$	600.00

MISSION COMMUNICATIONS, LLC	\$	347.40
MOUNTAIN STATES PIPE & SUPPLY	\$	17,611.20
NAPA AUTO PARTS	\$	1,378.00
NEWCO INCORPORATED	\$	73.50
OFFICE DEPOT	\$	130.36
POUDRE VALLEY REA	\$	10,598.39
PROFORCE LAW ENFORCEMENT	\$	1,678.42
PURCHASE POWER	\$	249.12
QUILL	\$	247.34
RHINEHART OIL COMPANY	\$	10,975.80
ROADSAFE TRAFFIC SYSTEMS	\$	813.75
SENTRY SIREN, INC.	\$	659.00
SIRCHIE	\$	55.69
SNAP-ON TOOLS	\$	241.06
SOUTHWEST DIRECT INC.	\$	2,792.93
SUPPLYWORKS	\$	243.04
TDS	\$	675.97
THE HARDWARE SHOP INC	\$	360.00
THE REPORTER HELALD	\$	139.38
TIMKEN MOTOR & CRANE SERVICES	\$	1,750.00
TRU GREEN	\$	476.00
TWR LIGHTING INC.	\$	2,431.78
UNITED POWER	\$	749.10
USA BLUEBOOK	\$	3,509.01
UTILITY NOTIFICATION CENTER	\$	1,128.10
VECTOR DISEASE CONTROL	\$	6,138.00
VERIZON WIRELESS	\$	1,766.69
WASTE MANAGEMENT	\$	53,906.00
WINDSTREAM	\$	1,733.93
WINTERS, HELLERICH & HUGHES	\$	3,363.58
WORKWELL OCCUPATIONAL MEDICINE	\$	42.50
XCEL ENERGY	\$	38,288.85
YOST CLEANING	\$	1,972.00
	\$	270,171.62

APRIL
FINANCIAL
STATEMENTS

EXECUTIVE SUMMARY APRIL 2018

33.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	5,121,882.00	10,203,800.00	5,081,918.00	50%
<u>Expenditures</u>				
Legislative	8,536.00	37,800.00	29,264.00	23%
Judicial	11,964.00	50,100.00	38,136.00	24%
Elections	2,196.00	18,600.00	16,404.00	12%
Administration	123,535.00	429,100.00	305,565.00	29%
Planning & Zoning	66,599.00	218,000.00	151,401.00	31%
Police	721,822.00	2,332,100.00	1,610,278.00	31%
Protective Inspections	48,294.00	205,800.00	157,506.00	23%
Streets	373,931.00	1,512,300.00	1,138,369.00	25%
Cemetery	4,123.00	41,000.00	36,877.00	10%
Animal Control	27,055.00	95,200.00	68,145.00	28%
Senior Coordinator	25,576.00	73,600.00	48,024.00	35%
Parks	3,818.00	67,000.00	63,182.00	6%
Community	51,291.00	879,300.00	828,009.00	6%
Transfers	211,506.00	24,223,700.00	24,012,194.00	1%
<u>Total Expenditures</u>	1,680,246.00	30,183,600.00	28,503,354.00	6%
Excess Revenues over Expenditures	3,441,636.00			

EXECUTIVE SUMMARY MARCH 2018

33%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WATER				
<u>Revenues</u>	1,269,113.00	2,908,700.00	1,639,587.00	44%
<u>Expenditures</u>				
Administration	57,359.00	259,800.00	202,441.00	22%
Operations	279,683.00	1,451,500.00	1,171,817.00	19%
	337,042.00	1,711,300.00	1,374,258.00	20%
Excess Revenues over Expenditures	932,071.00			

EXECUTIVE SUMMARY APRIL 2018

33.00%

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>%</u>
WASTEWATER				
<u>Revenues</u>	704,582.00	1,885,000.00	1,180,418.00	37%
<u>Expenditures</u>				
Administration	62,706.00	295,400.00	232,694.00	21%
Operation	247,922.00	1,727,800.00	1,479,878.00	14%
	310,628.00	2,023,200.00	1,712,572.00	15%
Excess Revenues over Expenditures	393,954.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	490,959.40	2,364,405.57	4,250,000.00	1,885,594.43	55.6
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	36,500.71	129,177.00	280,000.00	150,823.00	46.1
01-01-4030-00 FRANCHISE TAXES	37,554.55	159,774.59	395,000.00	235,225.41	40.5
01-01-4040-00 PENALTIES & INTEREST	42.73	(2,088.84)	3,000.00	5,088.84	(69.6)
01-01-4070-00 SALES TAX	349,142.59	1,431,929.32	3,200,000.00	1,768,070.68	44.8
01-01-4075-00 LODGING TAX	3,909.31	24,845.86	85,000.00	60,154.14	29.2
01-01-4080-00 SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	918,109.29	4,108,043.50	8,263,000.00	4,154,956.50	49.7
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	801.00	1,251.00	1,800.00	549.00	69.5
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	1,875.67	15,685.93	14,000.00	(1,685.93)	112.0
01-02-4130-00 BUILDING PERMITS	73,382.39	354,708.78	475,000.00	120,291.22	74.7
01-02-4140-00 DOG LICENSE & PERMITS OTHE	814.00	1,592.00	2,300.00	708.00	69.2
01-02-4150-00 FINGERPRINTING	90.00	331.00	200.00	(131.00)	165.5
TOTAL LICENSES & PERMITS	76,963.06	373,568.71	493,300.00	119,731.29	75.7
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,603.60	5,643.91	14,000.00	8,356.09	40.3
01-03-4220-00 HIGHWAY USERS TAX	36,094.32	151,040.19	380,000.00	228,959.81	39.8
01-03-4230-00 ADD. VEH. REG. FEE	5,302.00	18,636.00	45,000.00	26,364.00	41.4
01-03-4240-00 COUNTY ROAD & BRIDGE	17,444.47	76,396.67	90,000.00	13,603.33	84.9
TOTAL INTERGOVERNMENTAL	60,444.39	251,716.77	529,000.00	277,283.23	47.6
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	3,383.00	16,198.50	22,000.00	5,801.50	73.6
01-04-4320-00 TRASH CHARGES	53,385.83	212,881.98	640,000.00	427,118.02	33.3
01-04-4330-00 OTHER SERVICES	205.05	1,409.92	900.00	(509.92)	156.7
01-04-4340-00 FISHING PERMITS	180.00	235.00	600.00	365.00	39.2
TOTAL CHARGES FOR SERVICES	57,153.88	230,725.40	663,500.00	432,774.60	34.8
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	(200.00)	(535.00)	.00	535.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	10,120.86	43,309.22	120,000.00	76,690.78	36.1
01-05-4420-00 SURCHARGE	1,590.00	6,050.00	18,000.00	11,950.00	33.6
TOTAL FINES	11,510.86	48,824.22	138,000.00	89,175.78	35.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	402.50	6,199.50	11,000.00	4,800.50	56.4
01-06-4530-00 REFUND OF EXPENDITURES	6,344.00	21,548.72	5,000.00	(16,548.72)	431.0
01-06-4570-00 SCHOOL DISTRICT	.00	.00	31,000.00	31,000.00	.0
TOTAL MISCELLANEOUS	6,746.50	27,748.22	47,000.00	19,251.78	59.0
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	17,189.81	56,861.20	65,000.00	8,138.80	87.5
TOTAL EARNINGS ON INVESTMENTS	17,189.81	56,861.20	65,000.00	8,138.80	87.5
<u>SOURCE 08</u>					
01-08-4530-00 DEVELOPERS COST PAYMENT	(11,409.77)	24,394.22	5,000.00	(19,394.22)	487.9
TOTAL SOURCE 08	(11,409.77)	24,394.22	5,000.00	(19,394.22)	487.9
TOTAL FUND REVENUE	1,136,708.02	5,121,882.24	10,203,800.00	5,081,917.76	50.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	1,775.00	6,025.00	22,800.00	16,775.00	26.4
01-10-5050-00 PAYROLL TAXES	135.81	460.97	1,800.00	1,339.03	25.6
01-10-5070-00 WORKMEN'S COMPENSATION	84.29	293.12	1,200.00	906.88	24.4
01-10-6511-00 TRAINING	319.00	907.00	3,000.00	2,093.00	30.2
01-10-6522-00 INSURANCE	.00	250.00	1,000.00	750.00	25.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	89.71	269.13	2,500.00	2,230.87	10.8
01-10-8016-00 PROFESSIONAL SERVICES	81.00	81.00	4,000.00	3,919.00	2.0
01-10-9028-00 COUNCIL OUTREACH	250.00	250.00	1,500.00	1,250.00	16.7
TOTAL LEGISLATIVE	2,734.81	8,536.22	37,800.00	29,263.78	22.6
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	1,500.00	4,687.50	17,000.00	12,312.50	27.6
01-15-5012-00 SAL-PROS. ATT.	2,860.00	6,803.75	32,000.00	25,196.25	21.3
01-15-6505-00 OFFICE EXPENSES	173.85	472.85	1,000.00	527.15	47.3
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	4,533.85	11,964.10	50,100.00	38,135.90	23.9
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	93.04	118.04	700.00	581.96	16.9
01-20-6526-00 SUPPLIES	23.34	1,029.76	17,000.00	15,970.24	6.1
01-20-8017-00 ELECTION JUDGES	1,048.52	1,048.52	900.00	(148.52)	116.5
TOTAL ELECTIONS	1,164.90	2,196.32	18,600.00	16,403.68	11.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,834.91	25,696.13	97,000.00	71,303.87	26.5
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	342.24	1,524.90	7,500.00	5,975.10	20.3
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	1,116.47	4,297.81	18,000.00	13,702.19	23.9
01-25-5015-00 CLEANING SALARIES	216.67	866.68	3,500.00	2,633.32	24.8
01-25-5025-00 MANAGER	4,404.02	19,733.40	57,100.00	37,366.60	34.6
01-25-5050-00 PAYROLL TAXES	877.06	3,850.18	14,300.00	10,449.82	26.9
01-25-5060-00 RETIREMENT FUND	804.99	3,585.48	12,800.00	9,214.52	28.0
01-25-5065-00 HEALTH INSURANCE	1,829.78	7,199.82	33,000.00	25,800.18	21.8
01-25-5070-00 WORKMAN'S COMPENSATION	84.29	293.12	1,000.00	706.88	29.3
01-25-6010-00 UTILITIES	244.32	832.41	6,000.00	5,167.59	13.9
01-25-6505-00 OFFICE EXPENSE	399.92	1,420.79	6,700.00	5,279.21	21.2
01-25-6506-00 UTILITY BILL MAILING	701.38	2,088.16	8,300.00	6,211.84	25.2
01-25-6510-00 TELEPHONE	152.20	456.57	2,000.00	1,543.43	22.8
01-25-6511-00 TRAINING	.00	20.00	1,000.00	980.00	2.0
01-25-6513-00 PUBLISHING	234.90	261.90	5,000.00	4,738.10	5.2
01-25-6515-00 DUES AND SUBSCRIPTIONS	57.20	2,288.24	2,900.00	611.76	78.9
01-25-6518-00 CLEANING SUPPLIES	77.09	287.40	1,700.00	1,412.60	16.9
01-25-6520-00 MILEAGE & EXPENSES	.00	13.22	2,000.00	1,986.78	.7
01-25-6522-00 INSURANCE & BONDS	.00	3,000.00	15,700.00	12,700.00	19.1
01-25-6544-05 SOFTWARE	.00	.00	3,000.00	3,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	61.29	222.92	3,800.00	3,577.08	5.9
01-25-8010-00 AUDIT	.00	.00	3,000.00	3,000.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	474.05	1,877.96	10,500.00	8,622.04	17.9
01-25-8014-00 LEGAL	2,929.50	8,000.50	42,000.00	33,999.50	19.1
01-25-8015-00 TAPING MEETINGS	533.68	1,601.04	7,000.00	5,398.96	22.9
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,500.00	1,500.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	38.50	38.50	2,000.00	1,961.50	1.9
01-25-8019-00 TREASURER'S FEES	7,859.71	34,078.27	59,000.00	24,921.73	57.8
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
TOTAL ADMINISTRATION	29,274.17	123,535.40	429,100.00	305,564.60	28.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	9,382.00	42,038.58	132,000.00	89,961.42	31.9
01-30-5050-00 PAYROLL TAXES	703.98	3,161.44	10,000.00	6,838.56	31.6
01-30-5060-00 RETIREMENT FUND	866.48	3,882.49	12,100.00	8,217.51	32.1
01-30-5065-00 HEALTH INSURANCE	1,419.39	5,599.22	26,000.00	20,400.78	21.5
01-30-5070-00 WORKMENS COMPENSATION	84.29	293.12	1,700.00	1,406.88	17.2
01-30-6010-00 UTILITIES	117.64	400.79	3,000.00	2,599.21	13.4
01-30-6505-00 OFFICE SUPPLIES	32.85	295.05	2,500.00	2,204.95	11.8
01-30-6510-00 TELEPHONE	134.89	404.65	1,400.00	995.35	28.9
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	700.00	3,000.00	2,300.00	23.3
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	156.80	627.20	2,000.00	1,372.80	31.4
01-30-8016-00 PROFESSIONAL SERVICES	58.28	214.54	15,500.00	15,285.46	1.4
01-30-8017-00 NORTH FRONT RANGE MPO	.00	8,982.00	6,900.00	(2,082.00)	130.2
TOTAL PLANNING & ZONING	12,956.60	66,599.08	218,000.00	151,400.92	30.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	101,761.13	443,520.66	1,375,000.00	931,479.34	32.3
01-35-5010-03 OVERTIME PAY	417.03	1,981.49	13,500.00	11,518.51	14.7
01-35-5013-00 CLERICAL SALARIES	2,889.16	12,932.64	37,700.00	24,767.36	34.3
01-35-5015-00 PART-TIME SALARIES	2,973.72	17,524.47	59,000.00	41,475.53	29.7
01-35-5050-00 PAYROLL TAXES	8,043.43	35,709.55	114,000.00	78,290.45	31.3
01-35-5060-00 RETIREMENT	5,883.85	25,691.75	80,000.00	54,308.25	32.1
01-35-5065-00 HEALTH INSURANCE	22,103.63	83,356.58	341,000.00	257,643.42	24.4
01-35-5070-00 WORKMEN'S COMPENSATION	3,371.60	11,724.80	40,000.00	28,275.20	29.3
01-35-6010-00 UTILITIES	1,283.31	4,663.47	14,000.00	9,336.53	33.3
01-35-6505-00 OFFICE EXPENSE	903.87	2,610.73	6,800.00	4,189.27	38.4
01-35-6510-00 TELEPHONE	573.64	1,719.80	10,500.00	8,780.20	16.4
01-35-6511-00 TRAINING	485.79	1,089.37	11,000.00	9,910.63	9.9
01-35-6513-00 PUBLISHING	.00	364.79	1,500.00	1,135.21	24.3
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	35.00	1,200.00	1,165.00	2.9
01-35-6518-00 CLEANING SERVICES	641.90	2,520.80	8,500.00	5,979.20	29.7
01-35-6522-00 INSURANCE AND BONDS	.00	11,500.00	50,500.00	39,000.00	22.8
01-35-6524-00 GAS AND OIL	2,529.20	8,736.66	26,400.00	17,663.34	33.1
01-35-6526-00 OPERATING SUPPLIES	304.07	604.33	6,500.00	5,895.67	9.3
01-35-6527-00 UNIFORMS AND CLEANING	1,350.00	1,912.89	9,000.00	7,087.11	21.3
01-35-6528-00 WELD COUNTY MAINT. AGREEME	26,391.99	26,391.99	26,500.00	108.01	99.6
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	80.00	2,500.00	2,420.00	3.2
01-35-6544-06 VESTS	1,558.00	1,558.00	5,000.00	3,442.00	31.2
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	.00	3,500.00	3,500.00	.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	3,000.00	3,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	213.72	1,628.16	10,000.00	8,371.84	16.3
01-35-7010-00 BLDG. REPAIR & MAINT.	348.75	1,073.75	8,000.00	6,926.25	13.4
01-35-7020-00 REPAIRS AND MAINTENANCE	676.85	3,000.51	13,500.00	10,499.49	22.2
01-35-8012-00 COMP. PROFESSIONAL SERVICE	1,531.37	2,552.72	10,000.00	7,447.28	25.5
01-35-8014-00 LEGAL	.00	.00	2,500.00	2,500.00	.0
01-35-8016-00 PROFESSIONAL SERVICES	1,086.70	2,885.02	5,000.00	2,114.98	57.7
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	5,340.00	5,400.00	60.00	98.9
01-35-8021-00 COMP. LINK TO RECORDS	894.45	4,178.31	10,500.00	6,321.69	39.8
01-35-9022-00 JAIL FEES	.00	107.28	1,500.00	1,392.72	7.2
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
01-35-9028-03 RECORDS CONTRACT	140.45	4,826.63	9,000.00	4,173.37	53.6
TOTAL POLICE	188,357.61	721,822.15	2,332,100.00	1,610,277.85	31.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,562.68	11,482.79	37,600.00	26,117.21	30.5
01-40-5050-00 PAYROLL TAXES	191.06	858.66	2,900.00	2,041.34	29.6
01-40-5060-00 RETIREMENT	108.54	486.34	1,600.00	1,113.66	30.4
01-40-5065-00 HEALTH INSURANCE	506.79	1,993.50	7,000.00	5,006.50	28.5
01-40-5070-00 WORKMEN'S COMPENSATION	84.29	293.12	1,400.00	1,106.88	20.9
01-40-6010-00 UTILITIES	153.81	524.04	3,900.00	3,375.96	13.4
01-40-6505-00 OFFICE EXPENSE	264.23	480.53	3,800.00	3,319.47	12.7
01-40-6510-00 TELEPHONE	134.89	404.64	1,600.00	1,195.36	25.3
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	25.00	200.00	175.00	12.5
01-40-6518-00 CLEANING & SUPPLIES	77.08	243.48	1,000.00	756.52	24.4
01-40-6522-00 INSURANCE AND BONDS	.00	1,800.00	8,700.00	6,900.00	20.7
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	58.29	214.57	2,000.00	1,785.43	10.7
01-40-8012-00 COMP. PROF. SERVICES	336.80	1,287.20	3,600.00	2,312.80	35.8
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	9,400.00	28,200.00	127,000.00	98,800.00	22.2
TOTAL PROTECTIVE INSPECTIONS	13,878.46	48,293.87	205,800.00	157,506.13	23.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	19,078.47	87,192.39	303,000.00	215,807.61	28.8
01-45-5010-03 OVERTIME	.00	509.53	7,000.00	6,490.47	7.3
01-45-5015-00 PART-TIME SALARIES	759.90	907.80	15,000.00	14,092.20	6.1
01-45-5050-00 PAYROLL TAXES	1,457.45	6,532.65	26,000.00	19,467.35	25.1
01-45-5060-00 RETIREMENT FUND	1,152.00	5,175.98	19,000.00	13,824.02	27.2
01-45-5065-00 HEALTH INSURANCE	5,723.38	23,215.90	82,000.00	58,784.10	28.3
01-45-5070-00 WORKMEN'S COMPENSATION	2,022.96	7,034.88	19,100.00	12,065.12	36.8
01-45-6010-00 UTILITIES	679.56	2,997.96	10,000.00	7,002.04	30.0
01-45-6015-00 UTILITIES - STREET LIGHTIN	15,163.16	48,548.22	243,000.00	194,451.78	20.0
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	427.10	1,218.59	3,600.00	2,381.41	33.9
01-45-6511-00 TRAINING	.00	370.00	1,500.00	1,130.00	24.7
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
01-45-6518-00 CLEANING SUPPLIES	88.21	351.55	1,600.00	1,248.45	22.0
01-45-6522-00 INSURANCE AND BONDS	.00	7,000.00	29,700.00	22,700.00	23.6
01-45-6524-00 GAS & OIL	2,673.97	4,607.00	14,000.00	9,393.00	32.9
01-45-6526-00 OPERATING SUPPLIES	292.38	1,492.27	4,500.00	3,007.73	33.2
01-45-6530-00 SNOW AND ICE REMOVAL	.00	8,864.14	35,000.00	26,135.86	25.3
01-45-6532-00 TRASH SERVICE	53,299.15	159,556.49	640,000.00	480,443.51	24.9
01-45-6534-00 WEED CONTROL	.00	.00	2,500.00	2,500.00	.0
01-45-6536-00 STREET SIGNS	576.10	576.10	3,500.00	2,923.90	16.5
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	1,406.86	7,500.00	6,093.14	18.8
01-45-6544-07 TOOLS	24.99	55.58	2,500.00	2,444.42	2.2
01-45-6544-09 SAFETY EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	2,283.78	4,677.79	25,000.00	20,322.21	18.7
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	86.09	3,000.00	2,913.91	2.9
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	150.00	689.85	1,200.00	510.15	57.5
01-45-8016-00 PROFESSIONAL SERVICES	336.40	863.20	3,000.00	2,136.80	28.8
TOTAL STREETS	106,188.96	373,930.82	1,512,300.00	1,138,369.18	24.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

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	421.45	1,465.60	1,500.00	34.40	97.7
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	500.00	2,200.00	1,700.00	22.7
01-50-6524-00 GAS & OIL	.00	.00	1,900.00	1,900.00	.0
01-50-6526-00 SUPPLIES	.00	40.21	2,200.00	2,159.79	1.8
01-50-6533-00 TREE TRIMMING	.00	.00	4,000.00	4,000.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	1,076.25	1,076.25	5,000.00	3,923.75	21.5
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	442.50	1,041.08	3,500.00	2,458.92	29.8
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,700.00	3,700.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
TOTAL CEMETERY	1,940.20	4,123.14	41,000.00	36,876.86	10.1
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	3,818.00	17,112.01	50,000.00	32,887.99	34.2
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	284.60	1,279.41	3,900.00	2,620.59	32.8
01-55-5060-00 RET BEN	161.72	724.81	2,200.00	1,475.19	33.0
01-55-5065-00 HEALTH BEN	759.97	2,988.84	12,000.00	9,011.16	24.9
01-55-5070-00 WORKMENS COMPENSATION	84.29	293.12	1,800.00	1,506.88	16.3
01-55-6522-00 INSURANCE	.00	900.00	4,100.00	3,200.00	22.0
01-55-6524-00 GAS AND OIL	207.96	708.62	2,000.00	1,291.38	35.4
01-55-6526-00 SUPPLIES	.00	108.00	1,200.00	1,092.00	9.0
01-55-7020-00 REPAIR & MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	9,000.00	9,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	2,940.00	2,940.00	7,000.00	4,060.00	42.0
TOTAL ANIMAL CONTROL	8,256.54	27,054.81	95,200.00	68,145.19	28.4
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,184.16	14,274.87	41,800.00	27,525.13	34.2
01-60-5050-00 PAYROLL TAXES	236.12	1,062.40	3,200.00	2,137.60	33.2
01-60-5065-00 HEALTH INSURANCE	695.71	2,736.46	8,500.00	5,763.54	32.2
01-60-5070-00 WORKMEN'S COMPENSATION	84.29	293.12	1,200.00	906.88	24.4
01-60-6010-00 UTILITIES	354.73	1,295.47	4,500.00	3,204.53	28.8
01-60-6510-00 TELEPHONE	117.49	355.37	1,500.00	1,144.63	23.7
01-60-6520-00 MILEAGE	193.58	741.76	3,200.00	2,458.24	23.2
01-60-6522-00 INSURANCE	.00	3,296.00	4,000.00	704.00	82.4
01-60-7020-00 REPAIR & MAINTENANCE	381.33	1,520.52	5,700.00	4,179.48	26.7
TOTAL SENIOR COORDINATOR PROGRAM	5,247.41	25,575.97	73,600.00	48,024.03	34.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00	759.90	907.80	22,000.00	21,092.20	4.1
01-65-5050-00	58.12	69.43	1,800.00	1,730.57	3.9
01-65-5070-00	168.58	586.24	2,000.00	1,413.76	29.3
01-65-6010-00	231.58	705.55	7,000.00	6,294.45	10.1
01-65-6511-00	.00	.00	500.00	500.00	.0
01-65-6522-00	.00	600.00	2,400.00	1,800.00	25.0
01-65-6524-00	.00	.00	1,800.00	1,800.00	.0
01-65-6526-00	73.76	438.06	2,500.00	2,061.94	17.5
01-65-6534-00	.00	.00	13,000.00	13,000.00	.0
01-65-6542-00	.00	.00	2,200.00	2,200.00	.0
01-65-6544-01	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02	.00	.00	800.00	800.00	.0
01-65-7020-00	511.39	511.39	5,000.00	4,488.61	10.2
01-65-7025-00	.00	.00	5,000.00	5,000.00	.0
	<u>1,803.33</u>	<u>3,818.47</u>	<u>67,000.00</u>	<u>63,181.53</u>	<u>5.7</u>
<u>LIBRARY</u>					
01-70-7000-00	37,500.00	150,000.00	450,000.00	300,000.00	33.3
	<u>37,500.00</u>	<u>150,000.00</u>	<u>450,000.00</u>	<u>300,000.00</u>	<u>33.3</u>
<u>DEPARTMENT 75</u>					
01-75-6526-00	78.34	608.63	6,000.00	5,391.37	10.1
01-75-7020-00	550.50	1,472.08	9,000.00	7,527.92	16.4
01-75-7025-00	354.73	1,295.48	6,500.00	5,204.52	19.9
01-75-7031-00	14.84	83.29	27,000.00	26,916.71	.3
01-75-7040-00	1,767.00	9,970.50	250,000.00	240,029.50	4.0
01-75-7041-00	.00	.00	5,000.00	5,000.00	.0
01-75-7051-00	.00	.00	25,000.00	25,000.00	.0
01-75-7054-00	75.32	75.32	8,000.00	7,924.68	.9
01-75-7055-00	.00	7,000.00	7,000.00	.00	100.0
01-75-7056-00	.00	.00	12,000.00	12,000.00	.0
01-75-7066-00	.00	.00	8,900.00	8,900.00	.0
01-75-7070-00	.00	20,000.00	30,000.00	10,000.00	66.7
01-75-7080-00	.00	.00	19,000.00	19,000.00	.0
01-75-7090-00	.00	1,611.67	17,000.00	15,388.33	9.5
01-75-7100-00	.00	.00	365,400.00	365,400.00	.0
01-75-7125-00	.00	.00	16,000.00	16,000.00	.0
01-75-7129-00	763.13	763.13	10,000.00	9,236.87	7.6
01-75-7130-00	423.09	925.74	5,000.00	4,074.26	18.5
01-75-7131-00	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00	7,485.37	7,485.37	5,000.00	(2,485.37)	149.7
01-75-7137-00	.00	.00	45,000.00	45,000.00	.0
	<u>11,512.32</u>	<u>51,291.21</u>	<u>879,300.00</u>	<u>828,008.79</u>	<u>5.8</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	220.20	187,700.00	187,479.80	.1
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	.00	225,000.00	225,000.00	.0
01-80-7056-00 COMMUNITY RECREATION CENTER	.00	.00	22,000,000.00	22,000,000.00	.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	13,676.73	16,000.00	2,323.27	85.5
01-80-7110-00 SALES TAX REFUND	.00	47,608.86	320,000.00	272,391.14	14.9
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	.00	61,505.79	23,773,700.00	23,712,194.21	.3
TOTAL FUND EXPENDITURES	425,349.16	1,680,247.35	30,183,600.00	28,503,352.65	5.6
NET REVENUE OVER EXPENDITURES	711,358.86	3,441,634.89	(19,979,800.00)	(23,421,434.89)	17.2

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	142,599.70	494,368.85	2,500,000.00	2,005,631.15	19.8
02-00-4320-00 WATER TAP FEES	68,020.66	204,061.98	.00	(204,061.98)	.0
02-00-4322-00 RAW WATER DEV. FEE	65,131.80	372,139.60	.00	(372,139.60)	.0
02-00-4325-00 WATER REFUNDS	(673.96)	(2,455.58)	.00	2,455.58	.0
02-00-4330-00 MISCELLANEOUS	92,788.16	159,440.40	150,000.00	(9,440.40)	106.3
02-00-4610-00 EARNINGS ON INVESTMENTS	12,873.59	41,337.12	71,000.00	29,662.88	58.2
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	220.20	187,700.00	187,479.80	.1
TOTAL SOURCE 00	380,739.95	1,269,112.57	2,908,700.00	1,639,587.43	43.6
TOTAL FUND REVENUE	380,739.95	1,269,112.57	2,908,700.00	1,639,587.43	43.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,420.53	14,896.36	65,000.00	50,103.64	22.9
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	342.24	1,524.90	7,500.00	5,975.10	20.3
02-25-5020-00 JANITORIAL SALARIES	216.67	866.68	2,700.00	1,833.32	32.1
02-25-5025-00 MANAGER	2,268.74	10,165.70	29,700.00	19,534.30	34.2
02-25-5050-00 PAYROLL TAXES	450.35	1,990.06	8,000.00	6,009.94	24.9
02-25-5060-00 RETIREMENT FUND	448.85	1,991.42	8,100.00	6,108.58	24.6
02-25-5065-00 HEALTH INSURANCE	1,132.01	4,453.91	16,000.00	11,546.09	27.8
02-25-5070-00 WORKMEN'S COMPENSATION	84.29	293.12	1,000.00	706.88	29.3
02-25-6010-00 UTILITIES	144.78	493.27	3,500.00	3,006.73	14.1
02-25-6505-00 OFFICE EXPENSE	109.99	435.93	3,600.00	3,164.07	12.1
02-25-6506-00 UTILITY BILL MAILING	701.38	2,088.15	8,300.00	6,211.85	25.2
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
02-25-6510-00 TELEPHONE	134.89	404.64	1,700.00	1,295.36	23.8
02-25-6511-00 TRAINING & MEETINGS	.00	.00	500.00	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	2,229.00	2,700.00	471.00	82.6
02-25-6518-00 CLEANING SUPPLIES	77.09	243.47	1,000.00	756.53	24.4
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	1,550.00	7,000.00	5,450.00	22.1
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	3,200.00	3,200.00	.0
02-25-6544-04 COMPUTER	.00	.00	1,200.00	1,200.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	58.29	214.56	1,000.00	785.44	21.5
02-25-8010-00 AUDIT	.00	.00	3,000.00	3,000.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	3,162.80	30,000.00	26,837.20	10.5
02-25-8012-00 COMP. PROFESSIONAL SERVICES	444.05	4,693.36	8,300.00	3,606.64	56.6
02-25-8014-00 LEGAL	1,065.50	2,987.50	6,000.00	3,012.50	49.8
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	907.50	2,660.50	25,000.00	22,339.50	10.6
02-25-9028-00 COMMUNICATIONS	13.50	13.50	3,000.00	2,986.50	.5
TOTAL ADMINISTRATION	12,020.65	57,358.83	259,800.00	202,441.17	22.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	14,322.36	62,205.69	235,000.00	172,794.31	26.5
02-70-5010-03 OVERTIME	180.54	1,207.06	10,000.00	8,792.94	12.1
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,067.87	4,685.15	18,900.00	14,214.85	24.8
02-70-5060-00 RETIREMENT FUND	648.63	2,929.12	13,500.00	10,570.88	21.7
02-70-5065-00 HEALTH INSURANCE	4,005.02	16,170.39	65,000.00	48,829.61	24.9
02-70-5070-00 WORKMEN'S COMPENSATION	842.90	2,931.20	8,000.00	5,068.80	36.6
02-70-6010-00 UTILITIES	14,059.49	41,998.45	205,000.00	163,001.55	20.5
02-70-6510-00 TELEPHONE	601.11	1,806.27	8,300.00	6,493.73	21.8
02-70-6511-00 TRAINING	135.00	1,336.48	4,000.00	2,663.52	33.4
02-70-6518-00 CLEANING SUPPLIES	88.21	351.52	1,600.00	1,248.48	22.0
02-70-6522-00 INSURANCE	.00	8,550.63	27,400.00	18,849.37	31.2
02-70-6524-00 GAS AND OIL	594.49	2,653.04	8,800.00	6,146.96	30.2
02-70-6526-00 CHEMICALS	13,225.68	24,824.36	160,000.00	135,175.64	15.5
02-70-6527-00 SUPPLIES-SAFETY EQPT.	84.69	182.11	2,500.00	2,317.89	7.3
02-70-6528-00 OPERATING SUPPLIES	156.98	1,521.45	10,400.00	8,878.55	14.6
02-70-6544-01 METER UPGRADE	.00	28.26	75,000.00	74,971.74	.0
02-70-6544-02 TOOLS	16.19	46.77	6,500.00	6,453.23	.7
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	18,500.00	18,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	65,000.00	65,000.00	.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	33,000.00	33,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	2,601.22	50,000.00	47,398.78	5.2
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	30,000.00	30,000.00	.0
02-70-7020-00 REPAIRS & MAINTENANCE	1,242.87	8,200.93	80,000.00	71,799.07	10.3
02-70-7022-00 VEHICLE REPAIRS	12.77	2,216.66	3,500.00	1,283.34	63.3
02-70-7030-00 PURCHASED WATER	29.00	29.00	12,700.00	12,671.00	.2
02-70-7031-00 CWCWD EMERGENCY CONNECTION	586.00	1,800.90	7,100.00	5,299.10	25.4
02-70-7035-00 WATER ASSESMENT	525.00	85,744.60	118,000.00	32,255.40	72.7
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	1,246.66	10,000.00	8,753.34	12.5
02-70-8012-00 PROFESSIONAL SERVICES	1,975.67	4,415.14	50,000.00	45,584.86	8.8
TOTAL OPERATIONS - WATER FUND	54,400.47	279,683.06	1,451,500.00	1,171,816.94	19.3
TOTAL FUND EXPENDITURES	66,421.12	337,041.89	1,711,300.00	1,374,258.11	19.7
NET REVENUE OVER EXPENDITURES	314,318.83	932,070.68	1,197,400.00	265,329.32	77.8

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	158,219.26	630,514.28	1,825,000.00	1,194,485.72	34.6
03-00-4320-00 SEWER TAP FEES	4,200.00	59,800.00	.00	(59,800.00)	.0
03-00-4330-00 MISCELLANEOUS	2,230.65	7,843.69	10,000.00	2,156.31	78.4
03-00-4610-00 EARNINGS ON INVESTMENTS	2,095.43	6,423.68	50,000.00	43,576.32	12.9
TOTAL SOURCE 00	166,745.34	704,581.65	1,885,000.00	1,180,418.35	37.4
TOTAL FUND REVENUE	166,745.34	704,581.65	1,885,000.00	1,180,418.35	37.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,176.01	18,269.16	80,000.00	61,730.84	22.8
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	342.24	1,524.90	7,500.00	5,975.10	20.3
03-25-5020-00 JANITORIAL SALARIES	216.66	866.64	2,600.00	1,733.36	33.3
03-25-5025-00 MANAGER SALARIES	4,404.04	19,733.48	57,100.00	37,366.52	34.6
03-25-5050-00 PAYROLL TAXES	667.91	2,965.78	11,200.00	8,234.22	26.5
03-25-5060-00 RETIREMENT FUND	715.83	3,186.55	11,600.00	8,413.45	27.5
03-25-5065-00 HEALTH INSURANCE	1,505.12	5,923.10	24,200.00	18,276.90	24.5
03-25-5070-00 WORKMEN'S COMPENSATION	84.29	293.12	800.00	506.88	36.6
03-25-6010-00 UTILITIES - TOWN HALL	180.98	616.60	4,400.00	3,783.40	14.0
03-25-6505-00 OFFICE EXPENSES	21.84	93.67	3,200.00	3,106.33	2.9
03-25-6506-00 UTILITY BILL MAILING	701.37	2,088.13	7,800.00	5,711.87	26.8
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	134.89	404.64	1,800.00	1,395.36	22.5
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	234.10	428.03	1,100.00	671.97	38.9
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	1,650.00	7,200.00	5,550.00	22.9
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.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	58.29	214.56	800.00	585.44	26.8
03-25-8010-00 AUDIT	.00	.00	5,000.00	5,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	444.05	4,447.70	7,000.00	2,552.30	63.5
03-25-8014-00 LEGAL	.00	.00	16,000.00	16,000.00	.0
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	30,000.00	30,000.00	.0
TOTAL PERSONNEL	13,887.62	62,706.06	295,400.00	232,693.94	21.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	16,239.69	74,077.83	280,000.00	205,922.17	26.5
03-70-5010-03 OVERTIME PAY	220.67	1,475.27	10,000.00	8,524.73	14.8
03-70-5050-00 PAYROLL TAXES	1,208.39	5,577.11	22,200.00	16,622.89	25.1
03-70-5080-00 RETIREMENT FUND	792.72	3,579.84	16,500.00	12,920.16	21.7
03-70-5065-00 HEALTH INSURANCE	4,895.03	19,763.82	81,000.00	61,236.18	24.4
03-70-5070-00 WORKMEN'S COMPENSATION	505.74	1,758.72	8,900.00	7,141.28	19.8
03-70-6010-00 UTILITIES	19,147.50	65,455.45	220,000.00	154,544.55	29.8
03-70-6510-00 TELEPHONE	604.50	1,816.51	6,500.00	4,683.49	28.0
03-70-6511-00 TRAINING	.00	85.00	3,300.00	3,215.00	2.6
03-70-6518-00 CLEANING SUPPLIES	88.21	351.52	1,500.00	1,148.48	23.4
03-70-6522-00 INSURANCE	.00	8,850.64	29,300.00	20,449.36	30.2
03-70-6524-00 GAS AND OIL	594.48	2,105.91	9,100.00	6,994.09	23.1
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	2,231.54	25,201.52	120,000.00	94,798.48	21.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	165.97	777.78	10,000.00	9,222.22	7.8
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	50,000.00	50,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	140,000.00	140,000.00	.0
03-70-6544-20 LOW POINT - IMPROVEMENTS	.00	.00	400,000.00	400,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	.00	391.26	20,000.00	19,608.74	2.0
03-70-7020-00 REPAIRS & MAINTENANCE	5,219.01	20,058.25	120,000.00	99,941.75	16.7
03-70-7022-00 VEHICLE REPAIRS	.00	39.43	3,000.00	2,960.57	1.3
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	45,000.00	45,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	6,792.38	16,555.91	50,000.00	33,444.09	33.1
TOTAL OPERATIONS - SEWER FUND	58,705.83	247,921.77	1,727,800.00	1,479,878.23	14.4
TOTAL FUND EXPENDITURES	72,593.45	310,627.83	2,023,200.00	1,712,572.17	15.4
NET REVENUE OVER EXPENDITURES	94,151.89	393,953.82	(138,200.00)	(532,153.82)	285.1

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	17,261.24	70,000.00	52,738.76	24.7
05-00-4110-00 PARK FEES	9,500.00	23,000.00	62,500.00	39,500.00	36.8
05-00-4130-00 LARIMER COUNTY USE TAX	8,324.04	35,957.91	90,000.00	54,042.09	40.0
05-00-4330-00 OTHER	.00	19.90	5,000.00	4,980.10	.4
05-00-4610-00 CT-EARNINGS ON INVEST.	394.58	1,230.45	9,000.00	7,769.55	13.7
TOTAL SOURCE 00	18,218.62	77,469.50	236,500.00	159,030.50	32.8
TOTAL FUND REVENUE	18,218.62	77,469.50	236,500.00	159,030.50	32.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

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
05-70-6545-00 EDDIE ARAGON PARK	.00	168.73	5,000.00	4,831.27	3.4
05-70-6546-00 SUNRISE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6547-00 PARISH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6548-00 HAYS PARK	.00	.00	6,000.00	6,000.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	.00	.00	8,000.00	8,000.00	.0
05-70-6553-00 CLEARVIEW PARK	3,460.69	3,460.69	165,000.00	161,539.31	2.1
05-70-7020-00 REPAIR & MAINT.	.00	177.50	6,000.00	5,822.50	3.0
TOTAL DEPARTMENT 70	3,460.69	3,806.92	219,000.00	215,193.08	1.7
TOTAL FUND EXPENDITURES	3,460.69	3,806.92	219,000.00	215,193.08	1.7
NET REVENUE OVER EXPENDITURES	14,757.93	73,662.58	17,500.00	(56,162.58)	420.9

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

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	2,060.18	7,316.35	7,200.00	(116.35)	101.6
TOTAL SOURCE 00	2,060.18	7,316.35	232,200.00	224,883.65	3.2
TOTAL FUND REVENUE	2,060.18	7,316.35	232,200.00	224,883.65	3.2

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL DEPARTMENT 70	.00	7,390.40	1,855,500.00	1,848,109.60	.4
TOTAL FUND EXPENDITURES	.00	7,390.40	1,855,500.00	1,848,109.60	.4
NET REVENUE OVER EXPENDITURES	2,060.18	(74.05)	(1,623,300.00)	(1,623,225.95)	.0

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	297.00	1,291.50	3,000.00	1,708.50	43.1
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	170.11	589.98	900.00	310.02	65.6
TOTAL SOURCE 00	467.11	1,881.48	3,900.00	2,018.52	48.2
TOTAL FUND REVENUE	467.11	1,881.48	3,900.00	2,018.52	48.2
NET REVENUE OVER EXPENDITURES	467.11	1,881.48	3,900.00	2,018.52	48.2

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
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	2,041.36	7,273.95	5,000.00	(2,273.95)	145.5
TOTAL SOURCE 00	<u>2,041.36</u>	<u>7,273.95</u>	<u>1,005,000.00</u>	<u>997,726.05</u>	<u>.7</u>
TOTAL FUND REVENUE	<u>2,041.36</u>	<u>7,273.95</u>	<u>1,005,000.00</u>	<u>997,726.05</u>	<u>.7</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	.00	18,900.00	18,900.00	.0
09-70-6544-04 POLICE VEHICLE	.00	.00	99,500.00	99,500.00	.0
09-70-6544-07 PUBLIC WORKS EQUIPMENT	73,072.35	73,072.35	133,000.00	59,927.65	54.9
09-70-6544-10 COMPUTERS	.00	.00	5,200.00	5,200.00	.0
09-70-6544-12 LOADER	.00	.00	19,500.00	19,500.00	.0
TOTAL DEPARTMENT 70	73,072.35	73,072.35	276,100.00	203,027.65	26.5
TOTAL FUND EXPENDITURES	73,072.35	73,072.35	276,100.00	203,027.65	26.5
NET REVENUE OVER EXPENDITURES	(71,030.99)	(65,798.40)	728,900.00	794,698.40	(9.0)

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	35,425.00	197,944.06	416,000.00	218,055.94	47.6
11-00-4610-00 EARNINGS ON INVESTMENTS	2,404.23	8,141.53	22,500.00	14,358.47	36.2
TOTAL SOURCE 00	37,829.23	206,085.59	438,500.00	232,414.41	47.0
TOTAL FUND REVENUE	37,829.23	206,085.59	438,500.00	232,414.41	47.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,531.74	6,464.11	38,900.00	32,435.89	16.6
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	342.24	1,524.87	12,600.00	11,075.13	12.1
11-25-5025-00 MANAGER	2,268.74	10,165.70	29,500.00	19,334.30	34.5
11-25-5050-00 PAYROLL TAXES	309.22	1,358.28	6,300.00	4,941.72	21.6
11-25-5060-00 RETIREMENT FUND	274.36	1,212.47	5,700.00	4,487.53	21.3
11-25-5065-00 HEALTH INSURANCE	775.54	3,053.60	10,200.00	7,146.40	29.9
11-25-5070-00 WORKMAN'S COMPENSATION	84.29	293.12	700.00	406.88	41.9
11-25-6010-00 UTILITIES	63.35	215.83	1,600.00	1,384.17	13.5
11-25-6505-00 OFFICE SUPPLIES	.00	63.78	800.00	736.22	8.0
11-25-6506-00 UTILITY BILL MAILING	701.37	2,088.13	7,900.00	5,811.87	26.4
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,300.00	2,300.00	.0
11-25-6510-00 TELEPHONE	.00	.00	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	650.00	2,800.00	2,150.00	23.2
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,500.00	3,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	58.29	214.56	500.00	285.44	42.9
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	407.25	1,569.00	3,700.00	2,131.00	42.4
11-25-8014-00 LEGAL	.00	.00	2,200.00	2,200.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	6,816.39	28,873.45	134,100.00	105,226.55	21.5
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,432.84	6,495.48	63,200.00	56,704.52	10.3
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	100.56	460.98	4,900.00	4,439.02	9.4
11-70-5060-00 RETIREMENT FUND	60.68	275.09	4,200.00	3,924.91	6.6
11-70-5065-00 HEALTH INSURANCE	823.70	3,238.75	24,000.00	20,761.25	13.5
11-70-5070-00 WORKMEN'S COMPENSATION	252.87	879.36	1,900.00	1,020.64	46.3
11-70-6510-00 TELEPHONE	17.30	51.90	900.00	848.10	5.8
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	1,200.00	5,000.00	3,800.00	24.0
11-70-6524-00 GAS & OIL	.00	394.49	2,000.00	1,605.51	19.7
11-70-6526-00 OPERATING SUPPLIES	30.20	119.51	1,000.00	880.49	12.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	1,000.00	1,000.00	.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	70,000.00	70,000.00	.0
TOTAL OPERATIONS	2,718.15	13,115.56	220,100.00	206,984.44	6.0
TOTAL FUND EXPENDITURES	9,534.54	41,989.01	354,200.00	312,210.99	11.9
NET REVENUE OVER EXPENDITURES	28,294.69	164,096.58	84,300.00	(79,796.58)	194.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	23,148.05	102,538.13	398,000.00	295,461.87	25.8
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,748.36	7,736.18	48,000.00	40,263.82	16.1
14-00-5065-00 HEALTH INS.	500.00	1,654.90	10,000.00	8,345.10	16.6
14-00-5070-00 WORKMENS COMPENSATION	84.29	293.12	4,000.00	3,706.88	7.3
14-00-6522-00 INSURANCE AND BONDS	.00	950.00	.00	(950.00)	.0
TOTAL DEPARTMENT 00	25,480.70	113,172.33	460,000.00	346,827.67	24.6
TOTAL FUND EXPENDITURES	25,480.70	113,172.33	460,000.00	346,827.67	24.6
NET REVENUE OVER EXPENDITURES	(25,480.70)	(113,172.33)	(460,000.00)	(346,827.67)	(24.6)

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	204,705.53	1,186,699.45	1,000,000.00	(186,699.45)	118.7
15-00-4610-00 EARNINGS ON INVESTMENTS	16,564.98	46,885.91	65,000.00	18,114.09	72.1
TOTAL SOURCE 00	221,270.51	1,233,585.36	1,065,000.00	(168,585.36)	115.8
 <u>SOURCE 01</u>					
15-01-4530-00 DEVELOPER REIMBURSEMENT	.00	.00	60,000.00	60,000.00	.0
TOTAL SOURCE 01	.00	.00	60,000.00	60,000.00	.0
 TOTAL FUND REVENUE	 221,270.51	 1,233,585.36	 1,125,000.00	 (108,585.36)	 109.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	636.16	1,183.82	350,000.00	348,816.18	.3
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.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	705.00	5,000.00	4,295.00	14.1
15-70-7055-00 ENGINEERING/ARCHITECTURAL	.00	.00	1,200,000.00	1,200,000.00	.0
15-70-7062-00 COMMUNITY RECREATION CENTER	.00	995,297.82	6,000,000.00	5,004,702.18	16.6
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	636.16	997,186.64	7,587,500.00	6,590,313.36	13.1
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15-80-7060-00 REBATE	.00	.00	180,000.00	180,000.00	.0
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	.00	250,000.00	250,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	430,000.00	430,000.00	.0
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TOTAL FUND EXPENDITURES	636.16	997,186.64	8,017,500.00	7,020,313.36	12.4
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NET REVENUE OVER EXPENDITURES	220,634.35	236,398.72	(6,892,500.00)	(7,128,898.72)	3.4

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	8,997.39	34,026.67	112,500.00	78,473.33	30.3
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	3.07	100.00	96.93	3.1
TOTAL SOURCE 00	8,997.39	34,029.74	112,600.00	78,570.26	30.2
TOTAL FUND REVENUE	8,997.39	34,029.74	112,600.00	78,570.26	30.2

TOWN OF JOHNSTOWN
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	.00	114,900.00	114,900.00	.0
TOTAL DEPARTMENT 70	.00	.00	114,900.00	114,900.00	.0
TOTAL FUND EXPENDITURES	.00	.00	114,900.00	114,900.00	.0
NET REVENUE OVER EXPENDITURES	8,997.39	34,029.74	(2,300.00)	(36,329.74)	1479.6

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	7,986.88	31,515.15	50,000.00	18,484.85	63.0
TOTAL SOURCE 00	7,986.88	31,515.15	50,000.00	18,484.85	63.0
<u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	58,045.20	639,005.00	405,000.00	(234,005.00)	157.8
17-01-4110-02 POLICE FACILTIES DEV. FEE	13,756.75	162,748.95	132,000.00	(30,748.95)	123.3
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	29,533.40	364,326.50	28,000.00	(336,326.50)	1301.2
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	22,277.00	288,530.00	150,000.00	(138,530.00)	192.4
17-01-4110-05 LIBRARY FACILITIES FEE	17,288.00	202,320.00	100,000.00	(102,320.00)	202.3
17-01-4110-06 TRAFFIC SIGNAL	.00	3,063.76	5,000.00	1,936.24	61.3
TOTAL SOURCE 01	140,900.35	1,659,994.21	820,000.00	(839,994.21)	202.4
TOTAL FUND REVENUE	148,887.23	1,691,509.36	870,000.00	(821,509.36)	194.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	.00	.00	93,000.00	93,000.00	.0
17-70-6544-15 POLICE EQUIPMENT	.00	.00	332,500.00	332,500.00	.0
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,758.98	6,843.33	26,500.00	19,656.67	25.8
17-70-6544-20 PEDESTRIAN CROSSING SIGNALS	4,020.00	28,995.00	75,000.00	46,005.00	38.7
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
TOTAL DEPARTMENT 70	5,778.98	35,838.33	572,000.00	536,161.67	6.3
TOTAL FUND EXPENDITURES	5,778.98	35,838.33	572,000.00	536,161.67	6.3
NET REVENUE OVER EXPENDITURES	143,108.25	1,655,671.03	298,000.00	(1,357,671.03)	555.6

TOWN OF JOHNSTOWN
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING APRIL 30, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	27,539.07	109,918.06	305,000.00	195,081.94	36.0
20-00-4610-00 EARNINGS ON INVESTMENTS	.00	80.73	500.00	419.27	16.2
TOTAL SOURCE 00	27,539.07	109,998.79	305,500.00	195,501.21	36.0
TOTAL FUND REVENUE	27,539.07	109,998.79	305,500.00	195,501.21	36.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2018

STREET MAINTENANCE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
20-70-7020-00 STREET MAINTENANCE	.00	3,510.00	300,000.00	296,490.00	1.2
TOTAL DEPARTMENT 70	.00	3,510.00	300,000.00	296,490.00	1.2
TOTAL FUND EXPENDITURES	.00	3,510.00	300,000.00	296,490.00	1.2
NET REVENUE OVER EXPENDITURES	<u>27,539.07</u>	<u>106,488.79</u>	<u>5,500.00</u>	<u>(100,988.79)</u>	<u>1936.2</u>

AGENDA ITEM 9A

JOHNSTOWN

VILLAGE

(Massey)

(Preliminary Plat)

(*Public Hearing)

*** PUBLIC HEARING PROCEDURE- *Johnstown Village (Massey) Preliminary Plat***

- 1. Open public hearing**
- 2. Receive information from staff**
- 3. Ask to hear from anyone who supports the Preliminary Plat**
- 4. Ask to hear from anyone who opposes the Preliminary 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 Preliminary Plat.**

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Johnstown Village (Massey) Preliminary Plat (subject to the following conditions...).

For Denial: I move to deny approval of the Johnstown Village (Massey) Preliminary Plat.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 21, 2018

ITEM NUMBER: 9A

SUBJECT: *Public Hearing- Johnstown Village (Massey) Preliminary Plat

ACTION PROPOSED: Consider Johnstown Village (Massey) Preliminary Plat

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Johnstown Village, LLC has submitted a request for approval of Johnstown Village (Massey) Preliminary Plat for a 120±-acre parcel of land generally located east of Colorado Blvd. (CR 13) and South of State Hwy 60. A Preliminary Development Plan will be considered next on the agenda.

The Preliminary Plat review process serves to identify development issues, and to determine possible means to resolving those issues ahead of the major effort and expense of final platting and detailed civil engineering. The Preliminary Plat allows large parcels to be divided and developed in a logical, phased manner. Issues identified during this process are not expected to be fully resolved, and often become the foundation for special provisions in the development agreement(s) to follow.

Surrounding land uses include the following: north – State Hwy 60 south – agricultural; east – agricultural, and west – Colorado Blvd. and the Clearview PUD. The property slopes gradually to the south and east and is currently used for agricultural and rural residential purposes. The zoning for the property is Planned Unit Development-Mixed Use. The development is subject to the Massey 141 Annexation Agreement, approved in 2006. The applicant proposes 263 single family lots which range in size from 5400 sq.ft. to over 7000 sq.ft. in area. The proposed distribution is: 126 lots (48% of total) are 5,400-5,999sq.ft.; 61 lots (23%) are 6,000-7,000sq.ft. and; 76 lots (29%) are 7,000 sq.ft. and above. Proposed minimum dwelling size is 1400 sq.ft. of livable area. In addition, approximately 13.82 acres are proposed as single family attached, and 12.97 acres are proposed for multi-family residential. Proposed maximum density is 5 units per acre for single family detached, 12 units per acre for single family attached and 18 units per acre for multi-family. Up to 659 dwelling units could be developed on the property at a maximum overall density of 5 units per acre.

The Planning and Zoning Commission held a public hearing and, upon review, voted unanimously to recommend approval of the Johnstown Village Preliminary Plat subject to conditions, as follows:

1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies - many of which have been responded to by the applicant - shall at final plat(s) be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council for consideration.
2. Offsite sanitary sewer and improvements shall be included with the initial final plat submittal.
3. Street names will be finalized with the developer and approved by the Town with first final plat.
4. A Final Site Development Plan shall accompany each final plat application.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the Johnstown Village Preliminary Plat, subject to certain conditions being satisfied.

SUGGESTED MOTIONS:

For Approval: I move to approve the Johnstown Village Preliminary Plat (subject to the following conditions..).

For Denial: I move to deny approval of the Johnstown Village Preliminary Plat.

Reviewed:


Town Manager

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, APRIL 25, 2018
COUNCIL CHAMBERS
450 S. PARISH AVE.**

1. **CALL TO ORDER:** *Chair Dowling called the meeting to order at 7:02 pm.*
2. **ROLL CALL:** *Present were Commissioners Eady, Montez, Dowling, Kingsolver, Geisendorfer and Storms.*
3. **PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None.*

***4. PUBLIC HEARINGS:**

A. Johnstown Village Preliminary Plat and Preliminary Site Development Plan:

Chair Dowling opened the hearing at 7:05 pm. Town Planner Franklin introduced the item and presented the staff recommendation. Robert Quinette, Manager, Johnstown Village, LLC, Project Planner Karen Henry, Henry Design Group and Project Engineer Owen Sandford, Atwell LLC presented the request and answered questions. Todd Bloom representing homebuilder DR Horton presented planned models that they would build.

Commissioner questions:

- *Concern with the access onto Hwy 60 at Zack (CDOT will require accel/decal lanes and Town will require proper approach grades; final plans will have details.)*
- *Sidewalk along Hwy 60 will be 10'?* (Yes)
- *What about offsite access?* (Town looking at ways to provide pedestrian connections)
- *Traffic Engineer approves the access points at Colorado Blvd.?* (Yes with detailed plans to follow at final plat)

Public Comment: No one spoke.

Chair Dowling closed the public hearing at 7:50 pm and asked for discussion and a motion.

Motion by Commissioner Kingsolver, seconded by Commissioner Montez to recommend approval Johnstown Village preliminary plat and preliminary development plan with the following conditions:

1. *Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies - many of which have been responded to by the applicant - shall at final plat(s) be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council for consideration.*
 2. *Offsite sanitary sewer and improvements shall be included with the initial final plat submittal.*
 3. *Street names will be finalized with the developer and approved by the Town with first final plat.*
 4. *A Final Site Development Plan shall accompany each final plat application.*
- Unanimous.*

B. Three Mile Plan 2018: Chair Dowling opened the hearing at 8:05 pm. Town Planner Franklin introduced the item and presented the staff recommendation.

Public comment: None

Chair Dowling closed the hearing at 8:10 and called for discussion and a motion. Motion by Commissioner Storms, seconded by Commissioner Geisendorfer to recommend approval of the 2018 Town of Johnstown Three-Mile Plan.

Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of January 24, 2018: *Motion to approve by Commissioner Kingsolver, seconded by Commissioner Montez to approve the minutes as presented. Unanimous.*

B. County Referrals: *No referrals. The Stroh Gravel Pit approval may be appealed.*

6. STAFF REPORT: *Town Planner franklin presented information on the following items:*

A. Recent Town Council Meeting Agendas (Attachment)

B. Applications in Review Report (Attachment)

C. Other Project and Program Updates:

7. COMMISSIONER REPORTS AND COMMENTS: *The Commissioners discussed filling the vacant Commissioner seat.*

8. ADJOURN: Chair Dowling adjourned the meeting at 8:40 pm

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

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

AGENDA MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner 
DATE: For April 25, 2018
SUBJECT: Preliminary Plat and Preliminary Site Development Plan – Johnstown Village

PROPERTY DATA:

Applicant: Massey Farms. LLLP

Owner(s): Same

Location: South of Hwy 60 and east of Colorado Blvd. (Weld County Road 13)

Property Size: 120± acres (plus 18 acres Commercial)

Current Zoning/Land Use(s): PUD- MU Planned Unit Development – Mixed Use

Surrounding Zoning/Current Land Use:

North: Purvis-Trembath PUD/ State Highway, agriculture

South: Maplewood Acres PUD/Great Western Railroad spur, agriculture

East: Weld County Ag/ agriculture

West: Clearview PUD, single family, vacant commercial

Comprehensive Plan Designation: Residential

Summary of Application: This is a request for approval of a preliminary subdivision plat and preliminary site development plan for mixed density residential, private neighborhood parks, open space and trails. The planned commercial area at Hwy 60/Colorado is not part of this application. The applicant proposes 263 single family lots which range in size from 5400 sq.ft. to over 7000 sq.ft. in area. The breakdown is as follows: 126 lots (48% of total) are 5,400-5,999sq.ft., 61 lots (23%) are 6,000-7,000sq.ft. and 76 lots (29%) are 7,000 sq.ft. and above. Minimum dwelling size in 1400 sq.ft. of livable area.

Approximately 13.82 acres are proposed as single family attached, and 12.97 acres is proposed for multi-family residential. Proposed maximum density is 5 units per acre for single family detached, 12 units per acre for single family attached and 18 units per acre for multi-family. Up to 659 dwelling units could be developed on the property at a maximum overall density of 5 units per acre.

Prior Actions: The property was annexed and zoned PUD-MU in 2006 as part of the Massey 141 Annexation. An Outline Development Plan and special provisions (copies attached) were part of the approved annexation and zoning. Provisions in the Annexation Agreement (copy attached) provide for distribution of single family lots and minimum dwelling size, road standards, parks and school provisions and certain zoning restrictions.

Existing and Proposed Land Use(s): The property is currently in agriculture and is proposed for mixed-density residential development.

Technical Analysis

Relationship to Town Vision and Strategic Plan: The community envisions a range of housing opportunities. The community values many parks, areas of open space, and a network of connecting trails and paths, and recreation opportunities for all ages.

Public Health and Safety Impacts: Major roadways, and oil and gas transmission pipelines and railroad lines on or adjoining the property require separation and/or screening from residential development.

Water: A 16" water main is located in Hwy 60, and a 12" main near Colorado Blvd. Water mains will be sized and looped to provide adequate pressure and redundancy. Non-potable irrigation directly from a ditch is not proposed at this time.

Sanitary sewer: The property is located in the Central Wastewater Treatment Plant service area, within a gravity sewer sub-basin served by the Clearview Interceptor and a regional lift station near CR 46-1/2 and the Little Thompson River. The Clearview Interceptor is not completed; this development will need to complete the connection and make any required upgrades to the lift station. In accordance with Town policy, the developer constructing such improvements may seek reimbursement from benefitting properties after the facility is completed and accepted.

Stormwater: A private, sub-basin stormwater detention pond is proposed in the southeast corner of the property. The detained runoff will be released at historic rate. A Stormwater Development Fee of \$1100 per acre will be due with each final plat.

Traffic, access and streets: Primary access is planned from State Highway 60, and from Colorado Blvd. (WCR 13) a principal arterial. Access to Hwy 60 is subject to a Colorado Department of Transportation (CDOT) Access Permit. A traffic signal is planned at Hwy 60 and Zack Place, subject to CDOT warrants. The developer will be responsible to install the signal if warranted with Johnstown Village, or for a proportionate share of signal costs for a future signal. The Town's Traffic Engineer has reviewed the preliminary traffic study. Collector and local streets conform to Town standards.

Mineral Interests and Operations: Mineral interests are owned by Anadarko Petroleum Corporation and K.P. Kauffman Company, Inc. There are no known surface use agreements regarding drilling operations which would affect the property.

Metropolitan Districts: The developer is seeking Town approval of a metropolitan district to finance infrastructure.

Parks and Open Space: Private parks and open space, trails are recommended, and are proposed. An internal trails system will be maintained as private open space, with connections where available to nearby local and regional trails. The Parks Trails and Open Space Master Plan and Annexation Agreement envisioned that the southeast corner of the site would be set aside as one-fourth of a community park. However, the Great Western Railroad spur severs the potential link among the pieces and interferes

with access. The applicant has provided an alternative plan in the form of open space/detention area, and several neighborhood parks.

Schools: The property is within the RE5-J School District. No school site is required. A cash-in lieu of school site dedication will be due with building permits. The developer will work with the School Superintendent to provide bus stops as needed.

Residential development: The outline development plan envisioned a mixed density development with higher density residential near Colorado Blvd, and Hwy 60. The annexation agreement called for 15% of the single family lots to be 6,000-7,000 sq.ft. in area. The minimum single family home size is to be no less than 1400 sq.ft.

Design standards: The proposed preliminary plan includes design standards. These have been reviewed against the Outline Development Plan and Town-wide Design Guidelines.

Landscaping: Landscaping shall comply with Johnstown Landscape Standards and Specifications. The applicant has proposed native grass in the pipeline easement along the east side of Colorado Blvd. This is not recommended.

Fencing and Screening: The preliminary plan identifies 'Trex' type fencing with masonry columns along Colorado Blvd. and vinyl fencing internal to the development.

Lighting and Street Furniture: Decorative street lighting and signage is recommended.

Signage: Entry signage is proposed.

Phasing: A general development phasing plan is proposed.

Attachments: Application, preliminary plat, preliminary plan, referral comments and responses.

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

Crucial Referral Responses: CDOT has confirmed access to Hwy 60 at Zack Place subject to CDOT approval.

Staff Report

Technical Findings: The purpose of the preliminary plat process is to evaluate all known impacts and constraints that development may encounter on a specific property. Such concerns will either be resolved, or addressed as special requirements at time of final plat(s).

1. The property is annexed and zoned for residential and commercial development.
2. The preliminary site development plan is generally consistent with the Massey 141 Outline Development Plan, but provides a higher proportion of lots under 7,000 sq.ft. in size.
3. The preliminary water, sanitary sewer and stormwater plans are acceptable.
4. The street classifications and access to State Hwy 60 and Colorado Blvd. are acceptable.

Staff Recommendation:

Preliminary Plat and Preliminary Site Development Plan: The Commission should consider recommending approval with conditions:

1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies - many of which have been responded to by the applicant - shall at final plat(s) be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council for consideration.
2. Offsite sanitary sewer and improvements shall be included with the initial final plat submittal.
3. Street names will be finalized with the developer and approved by the Town with first final plat.
4. A Final Site Development Plan shall accompany each final plat application.

Planning Commission Action:

A. Preliminary Plat and Preliminary Site Development Plan:

1. Recommendation:

“I move that the Commission recommend approval of the Johnstown Village preliminary subdivision plat and preliminary site development plan”

Or,

2. Recommendation with Conditions:

“I move that the Commission recommend approval of the Johnstown Village preliminary subdivision plat and preliminary site development plan with the following condition(s):

a. _____

b. _____

etc. “

Or,

3. Recommend denial:

“I move that the Commission recommend denial of the Johnstown Village preliminary subdivision plat and preliminary site development plan for the following reasons:

a. _____

b. _____

etc. “

APPLICATION

Town of

Johnstown

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

COMMUNITY DEVELOPMENT APPLICATION

Date: September 1, 2017

Project Name: Johnstown Village

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

Landowner: Massey Farms, LLLP, a Colorado Limited Liability Limited Partnership

Address: 2332 Silver Oaks Drive
Fort Collins, CO 80526

Telephone: 303-278-2185

Authorized Representative: Henry Design Group, Inc, and Atwell, Inc.

Address: 1501 Wazee Street, Suite 1-C, Denver, CO 80202 and
143 Union Blvd., Suite 700, Lakewood, CO 80228

Telephone: 303-446-2368 / 303-462-1100; Fax Number: _____;

E-Mail: khenry@henrydesigngroup.com / krohrbough@atwell-group.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 of Landowner

Signature of Landowner

STATE OF COLORADO)
)ss
COUNTY OF)

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

Witness my hand and official seal.

My commission expires: _____



THE HENRY DESIGN GROUP
LAND PLANNING • LANDSCAPE ARCHITECTURE & DESIGN

August 30, 2017

Mr. John Franklin, Town Planner
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

Re: Johnstown Village - Preliminary / Final Plat

Dear Mr. Franklin,

On behalf of Massey Farms, LLLP, the owner and Johnstown Village, LLC, the applicant, we are pleased to submit the Preliminary/Final Plat application for Johnstown Village. The site is 141 acres and is proposed as a mixed-use subdivision in the Town of Johnstown approximately two miles east of Interstate 25 between Colorado State Highway 60 and the Great Western Railroad.

The proposed Johnstown Village parcel is more particularly described as being located in the Northwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian in the County of Weld, State of Colorado. The site is bounded on the west by Weld County Road 13, on the north by Colorado State Highway 60, on the east by farmland, and on the south by the Great Western Railroad.

Johnstown Village is planned for a mixture of land uses including 18 acres of Commercial located at the southeast corner of State Highway 60 and Weld County Road 13. The commercial is intended to provide goods and services for the surrounding community attracting both drive-by and destination users given its location on a state highway.

Approximately 8.4 acres of multi-family residential is also proposed along Highway 60 adjacent to the commercial. The multi-family development will provide a transition in uses between the highway and the single-family homes proposed for the core of the neighborhood.

A 8.7 acre Town recreation Center or additional multi-family is proposed in the northeast corner of the site at the intersection of Carlson Boulevard and Highway 60. The intent is to provide a site for a recreation center available for use by all Town residents. Should the recreation center choose an alternate site, the 8.7 acres will become multi-family, like the adjacent site, at a density of 18 dwelling units per acre. The design will allow for two separate developments or one overall multi-family neighborhood. The multi-family sites will provide an alternate housing type such as apartments or condominiums for those desiring less maintenance than that of a single-family home.

Single Family attached residential is proposed on a 13.8-acre site at a density of 12 units per acre. The site is located at the southeast



THE HENRY DESIGN GROUP

LAND PLANNING • LANDSCAPE ARCHITECTURE & DESIGN

corner of WCR 13 and Carlson Boulevard. It is anticipated that the homes will either be townhomes or paired homes. The single family attached area will provide a buffer between the commercial use and single family detached homes in the core of the neighborhood.

Most of the site is planned for single family detached homes on lot sizes between 5,500 square feet and 6,500 square feet and larger. High quality architecture with a variety of elevation styles are proposed to create a pleasing streetscape.

The road pattern is a modified grid system with limited block lengths for traffic calming. Primary access to the neighborhood will be from WCR 13 and Highway 60. A future road connection is provided to the east encouraging the interconnectivity of neighborhood.

A pocket park is planned in the center of the neighborhood with trail corridors leading to the park from all areas of the site. The trails combined with the sidewalk system will provide pedestrian access to the commercial area and potential recreation center. The park is intended to provide a central gathering place, picnic area and play facility. The pocket park was designed to meet the needs of the immediate area via trails and sidewalks. It is anticipated that the recreation center will provide the majority of the recreation needs of the community.

A detention and water quality pond is located in the southeast corner of the site. Storm pipes and surface drainage will carry developed flows from the neighborhood to the ponds.

Landscape buffers are provided along WCR 13 and Highway 60. The buffers will include a variety of plant materials and berming to aid in screening the homes from the adjacent roads. Detached sidewalks and tree lawns are proposed along the local streets creating a pleasant and safe pedestrian way.

All public improvements including roads, drainage and both wet and dry utilities have been designed to accommodate the proposed level of development.

Overall, Johnstown Village meets the criteria of the Town Zoning Regulations, Subdivision Regulations, Design Guidelines and community goals.

Thank you for your time and efforts in reviewing this proposal and we look forward to working with the Town of Johnstown to see this neighborhood to fruition.

Respectfully submitted:



THE HENRY DESIGN GROUP
LAND PLANNING • LANDSCAPE ARCHITECTURE & DESIGN

A handwritten signature in cursive script that reads "Karen Z. Henry".

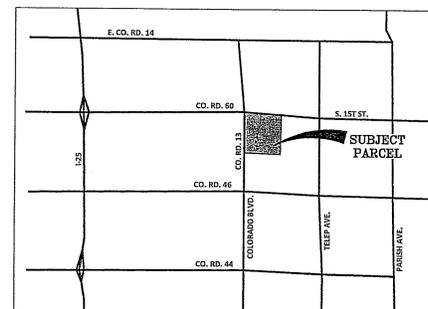
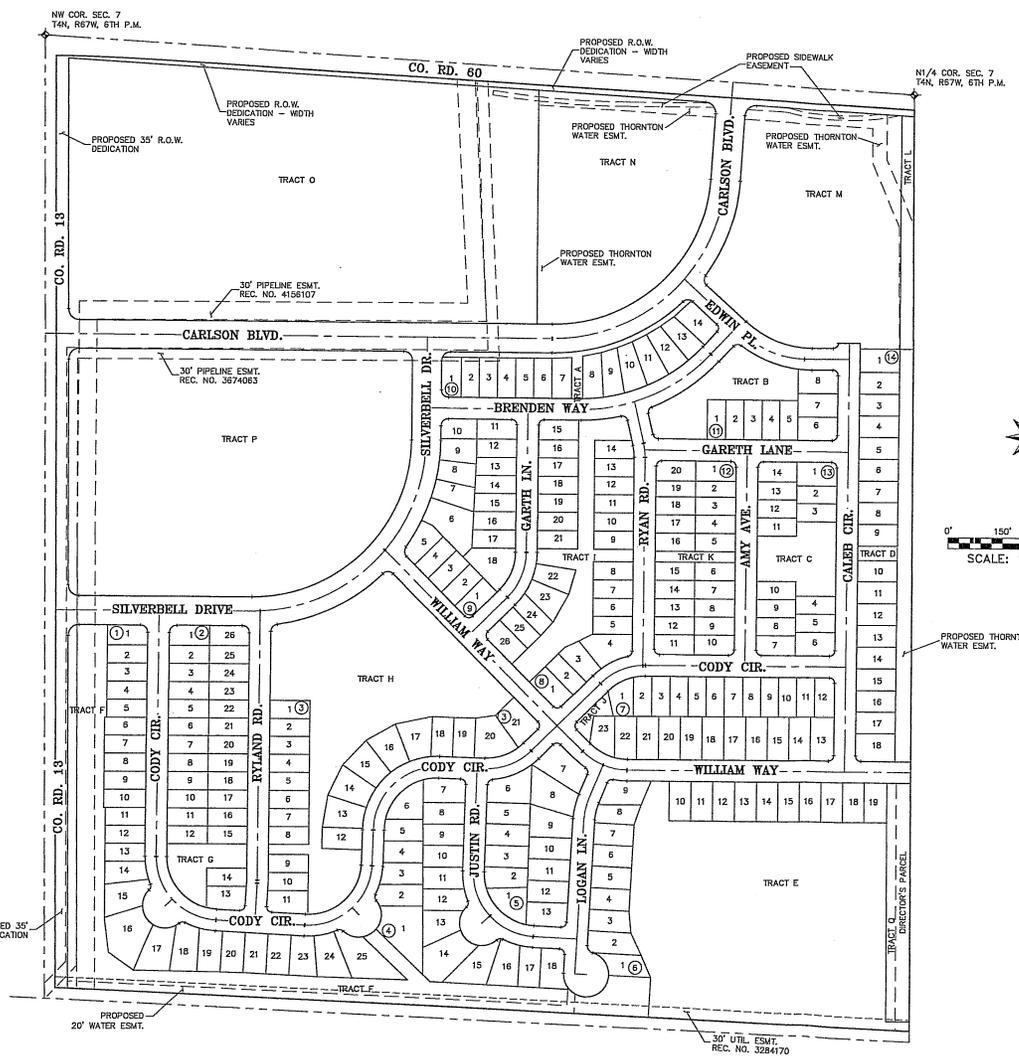
Karen Z. Henry, Principal

PRELIMINARY PLAT

JOHNSTOWN VILLAGE FILING NO. 1

PRELIMINARY PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 1,000'

LAND USE TABLE

LAND USE	AREA IN ACRES	% OF TOTAL
LOTS (261)	39.38	28.26
TRACTS	11.00	7.95
PARK	5.34	3.82
DETENTION	9.05	6.48
RIGHT-OF-WAY	25.19	18.80
FUTURE MULTI-FAMILY	6.49	4.65
FUTURE RECREATION CENTER / MULTI-FAMILY	6.58	4.73
FUTURE SINGLE FAMILY ATTACHED	13.82	9.92
FUTURE COMMERCIAL	20.44	14.68
DIRECTOR'S PARCEL	1.00	0.70
TOTAL	139.38	100.00

OWNER / SUBDIVIDER

JOHNSTOWN VILLAGE, LLC
MICHAEL BLUMENTHAL
17 BEACON HILL LAND
GREENWOOD VILLAGE, COLORADO 80111
303-796-0900

ENGINEER / SURVEYOR

ATWELL, LLC
143 UNION BLVD., #700
LAKWOOD, COLORADO 80228
303-462-1100

EXISTING DISTRICTS

- JOHNSTOWN FIRE PROTECTION DISTRICT
- WELD COUNTY LIBRARY DISTRICT
- WELD COUNTY SCHOOL DISTRICT RE-5J
- AIMS JUNIOR COLLEGE DISTRICT
- NORTHERN COLORADO WATER CONSERVATION DISTRICT
- LITTLE THOMPSON WATER DISTRICT
- THOMPSON VALLEY RECREATION DISTRICT

NOTE:

PROPOSED CARLSON BLVD. IS 80' R.O.W., ALL OTHER STREETS ARE 60' R.O.W.



REVISIONS

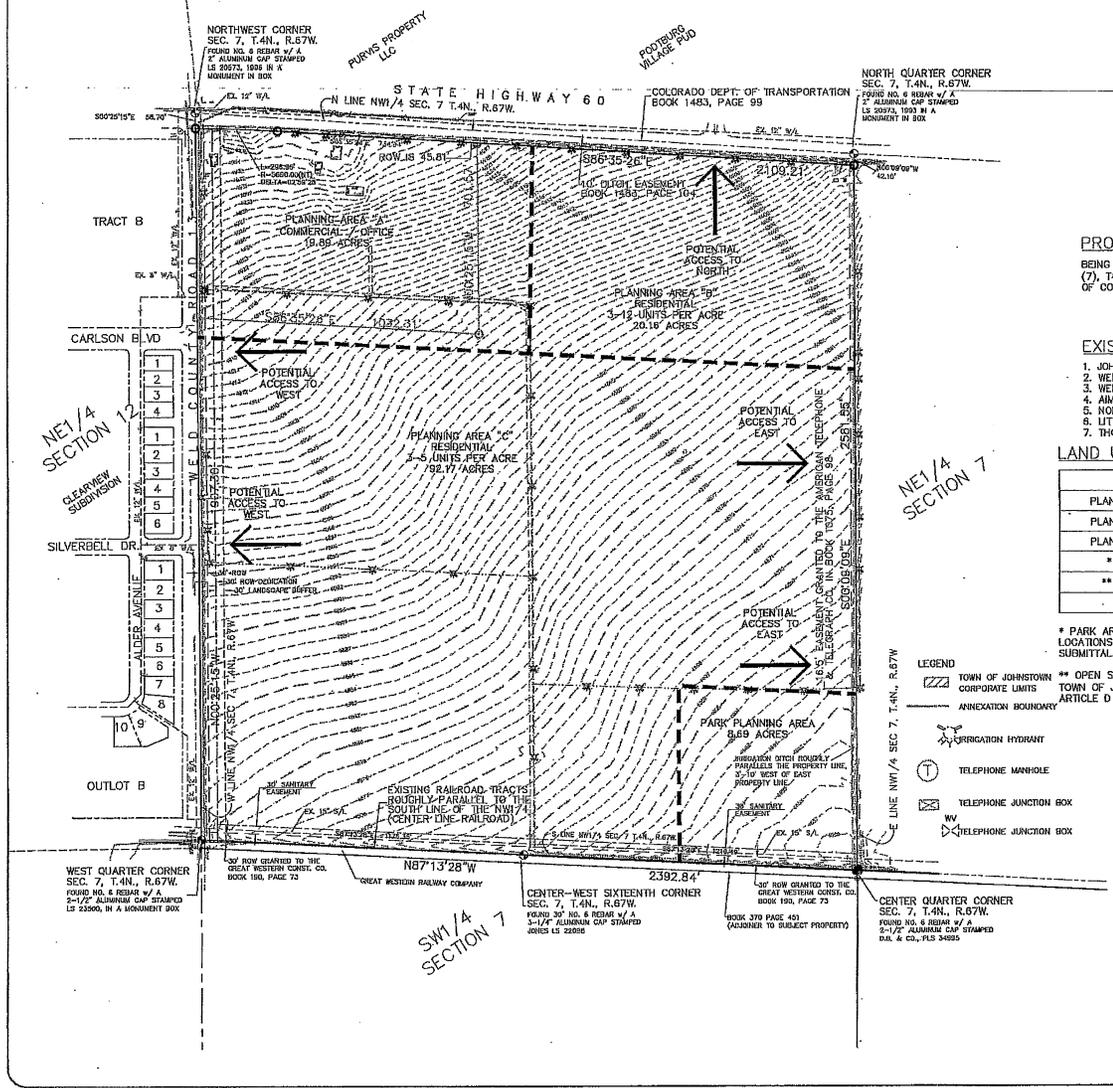
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Date Drawn 05/23/10
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Checked By: SDG
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OUTLINE DEVELOPMENT PLAN

MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF THE NW1/4 OF SEC. 7, T4N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



PROPERTY DESCRIPTION

BEING DESCRIBED AS THE NORTHWEST 1/4 SECTION SEVEN (7), T4N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXISTING DISTRICTS

1. JOHNSTOWN FIRE PROTECTION DISTRICT
2. WELD COUNTY LIBRARY DISTRICT
3. WELD COUNTY SCHOOL DISTRICT RE-5J
4. AINS JUNIOR COLLEGE DISTRICT
5. NORTHERN COLORADO WATER CONSERVATION DISTRICT
6. LITTLE THOMPSON WATER DISTRICT
7. THOMPSON VALLEY RECREATION DISTRICT

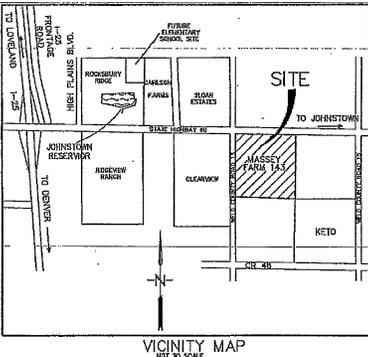
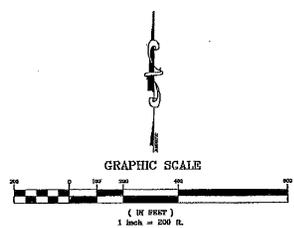
LAND USE TABLE

LAND USE	GROSS AC.	GROSS DENSITY	% TOTAL AREA
PLANNING AREA "A"	19.89	N/A	14.12
PLANNING AREA "B"	20.16	3-12	14.31
PLANNING AREA "C"	92.17	3-5	65.40
* PARK AREA	8.69	N/A	6.17
** OPEN SPACE	**	N/A	**
TOTAL	140.91	N/A	100

* PARK AREA WILL BE DEDICATED IN THE AMOUNT OF 10%. LOCATIONS WILL BE DETERMINED AT THE PRELIMINARY PLAT SUBMITTAL.
 ** OPEN SPACE WILL BE PROVIDED IN ACCORDANCE WITH THE TOWN OF JOHNSTOWN'S ZONING CODE FOR PUD DEVELOPMENTS ARTICLE D VII SECTION 16.306 D1.

ENGINEER/SURVEYOR:

ALLIANCE DEVELOPMENT SERVICES
5440 WARD ROAD, SUITE 240
ARVADO, CO. 80002
(720) 698-0650



PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO. THIS _____ DAY OF _____ 200__

OWNER/PETITIONER:

MASSEY FARMS LLLP, A COLORADO LIMITED LIABILITY PARTNERSHIP
2332 SILVER OAKS DRIVE
FT. COLLINS, COLORADO 80528

LAND USE DATA

1. EXISTING ZONING: WELD COUNTY, A-AGRICULTURE
2. PROPOSED ZONING: TOWN OF JOHNSTOWN PUD PLANNED UNIT DEVELOPMENT MULTI-USE
3. EXISTING USES: AGRICULTURE
4. PROPOSED USES: SINGLE FAMILY RESIDENTIAL PUD-R
 - A) PRINCIPAL USES: SINGLE FAMILY DETACHED DWELLINGS, PUBLIC PARKS AND RECREATION AREAS, PUBLIC AND PRIVATE SCHOOLS
 - B) PERMITTED ACCESSORY USES: PRIVATE GARAGES, CARPORTS, AND PAVED PARKING, PRIVATE RESIDENTIAL AND GROUP RECREATIONAL FACILITIES, HOME OCCUPATIONS, SERVICE BUILDING NORMAL TO USE IN PUBLIC PARK AREA
 - C) CONDITIONAL USES: CHILD CARE CENTER, NURSING AND REST HOMES, CHURCHES, PRIVATE COMMERCIAL OUTDOOR RECREATIONAL FACILITIES, PUBLIC ADMINISTRATIVE OFFICES AND SERVICE BUILDINGS, PUBLIC UTILITY INSTALLATIONS
 - D) PROHIBITED USES: MOBILE HOME PARKS, COMMERCIAL USES EXCEPT PROFESSIONAL OFFICES
5. COMMERCIAL PUD-B
 - A) PRINCIPAL USES:
 - 1) RETAIL STORES: FOOD STORE, SUPERMARKET, FOOD STORE, CONVENIENCE, DELICATESSEN, BAKERY GOODS STORE, LIQUOR STORE, HARDWARE STORE, DRUGSTORE
 - 2) CUSTOMER SERVICE ESTABLISHMENTS: BARBER AND BEAUTY SHOPS, RESTAURANT AND BAR, SHOE REPAIR SHOP, LAUNDRY AND COIN-OPERATED DRY CLEANING, FINE ART STUDIO
 - 3) BUSINESS AND PROFESSIONAL OFFICES
 - 4) BANKS AND SAVINGS AND LOANS
 - 5) MEDICAL AND DENTAL CLINICS
 - 6) PUBLIC ADMINISTRATIVE OFFICES
 - 7) PUBLIC UTILITY OFFICES AND INSTALLATIONS
 - 8) PUBLIC LIBRARY
 - 9) PRIVATE CLUB OR LODGE
 - 10) COMMERCIAL LODGING
 - 11) THEATER
 - B) CONDITIONAL USES:
 - 1) MAJOR REPAIR, RENTAL AND SERVICING

SCALE VERIFICATION
DATE: 1-18-2007
BY: [Signature]
1-800-992-1987
4303 E. 67th Avenue
Denver, CO 80231

ADSI
Alliance Development Services
14000 E. Harvard Ave., Suite 240
Arvado, CO 80002
Phone: (720) 698-0650 Fax: (720) 698-0654

DATE	BY	REVISIONS

MASSEY FARMS 141
OUTLINE DEVELOPMENT PLAN
MASSEY FARMS LLLP

PROJECT NO: PROS0400P
DRAWN BY: CMS
CHECKED BY: RH
DATE: 233-205-034
SCALE: 1" = 200'
SHEET NO: 1

MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF THE NW1/4 OF SEC. 7, T4N,
R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

A. STATEMENT OF INTENT

THIS OUTLINE DEVELOPMENT PLAN (ODP) IS INTENDED TO SERVE AS A DEVELOPMENT CONCEPT FOR THE ZONING OF THE PROPERTY CONSISTING OF APPROXIMATELY 141 ACRES WITHIN THE MASSEY FARMS 141 ANNEXATION TO THE TOWN OF JOHNSTOWN, COLORADO. THIS ODP IS INTENDED TO CREATE A COMPATIBLE HOMOGENEOUS DEVELOPMENT WITH A MIX OF RESIDENTIAL USES AND DENSITIES. THE LOCATION OF SUCH RESIDENTIAL HOUSING TYPE AND QUALITY OF BUILDING AND BUILDING MATERIALS THAT REFLECTS THE VALUES THAT WE THINK ARE DESIRED BY THE TOWN OF JOHNSTOWN. ALSO INCLUDED ARE LAND USES OF RETAIL, COMMERCIAL, POTENTIAL OFFICE AND SOME HIGHER DENSITY RESIDENTIAL USE SUCH AS TOWN HOMES, PATIO HOMES, AND MULTI-FAMILY PRODUCTS THAT COULD RANGE IN DENSITY FROM 10-12 DWELLING UNITS PER ACRE. LOT LAYOUT, ROAD ALIGNMENT FOR COMMERCIAL AND RESIDENTIAL BUILDING SITING WILL BE REFINED AT TIME OF PLATING WITH ADJUSTMENTS ALLOWED FOR SPECIFIC SITE AND MARKET CONDITIONS, AS APPROVED BY THE TOWN OF JOHNSTOWN.

VISION STATEMENT
THE MASSEY FARMS 141 ANNEXATION, JOHNSTOWN, CO.

GENERAL

THE MASSEY FARMS 141 ANNEXATION IS ENVISIONED TO HAVE ITS OWN IDENTITY AND SCALE OF LAND USES AND DESIGN FOR THE PROPERTY. A FUTURE EAST-WEST CONNECTION ROAD THROUGH THE PROPERTY PROVIDES A LOGICAL FRAMEWORK FOR DEVELOPMENT AND PHASING. PROJECT WILL BE CONSISTENT WITH THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

SITE DESIGN LAYOUT

THE OVERALL SITE DESIGN SHALL OBTAIN A PLEASANT SENSE OF SCALE BY EMPHASIZING THE FUNCTION AND UNIQUENESS FOR EACH AREA. EACH AREA SHALL CONTAIN A PORTION OF THE PRIVATE OPEN SPACE FOR THE PROJECT AND SHALL INCLUDE A PLEASANT NEIGHBORHOOD IDENTITY BY THE LOCAL STREET DESIGN UTILIZING THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

THESE PLANNING AREAS SHALL BE UNIFIED INTO A COHESIVE NEIGHBORHOOD THROUGH SUCH ELEMENTS AS THE INTERIOR TRAIL AND STREET SYSTEM, CENTRAL PRIVATE AMENITIES THAT COULD INCLUDE POCKET PARK, SHARED OPEN SPACE AREAS, AND THE PLACEMENT OF AND CONNECTIONS TO ON-SITE, PUBLIC PARKLAND UTILIZING THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

SITE DESIGN DETAILS

VARIOUS DESIGN DETAILS SHALL PROVIDE A UNDISGUISED CHARACTER AND THEME TO THE PROJECT. THESE SHALL INCLUDE DISTINCTIVE EXTERIOR AND INTERIOR FENCING, CUSTOM STREET SIGNS AND THEMATIC STREET NAMES, DECORATIVE LIGHTING, MAILBOX ENCLOSURES, AND THE STYLE OF FURNITURE AND PLAY EQUIPMENT IN PRIVATE OPEN SPACES UTILIZING THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

THE MAIN ENTRY FEATURE SHALL BE UNIQUE AND ANNOUNCE THE THEME AND CHARACTER OF THE DEVELOPMENT. THIS MAIN ENTRY FEATURE MAY INCLUDE A LANDSCAPED MEDIAN, DECORATIVE LANDSCAPE LIGHTING AND LAMPPOSTS. INDIVIDUAL LANDSCAPED ENTRY FEATURES SHALL BE CONSIDERED FOR SUB-NEIGHBORHOODS UTILIZING THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

COVENANTS

ARCHITECTURE DESIGN COVENANT SHALL PROVIDE FOR A STANDARD OF QUALITY THROUGHOUT THE PROJECT. GUIDELINES WILL ADDRESS THE ATTRACTIVE PLACEMENT OF FENCES AND PRIVACY WALLS, REQUIRED DESIGN ELEMENTS TO PROMOTE ARCHITECTURAL VARIETY AND HARMONY, LANDSCAPE REQUIREMENTS WITHIN PRIVATE LOTS, AND THE PROHIBITION OF PROPERTY USES AND CONSTRUCTION THAT WOULD UNDERMINE NEIGHBORHOOD QUALITY AND LIVABILITY. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR COVENANT ENFORCEMENT AND FOR THE MAINTENANCE OF COMMON AREAS AND ELEMENTS. A COMMUNITY ASSOCIATION SHALL BE FORMED CONSISTENT WITH THE STATE OF COLORADO CCORA REGULATIONS.

PUBLIC PARKS AND PRIVATE OPEN SPACES

THE INTENT FOR PUBLIC PARK IS TO DESIGNATE 10+ ACRES OF THE PLANNED AREA FOR A COMMUNITY PARK TO BE LOCATED IN THE SOUTHEAST CORNER OF MASSEY 141, AND AGGREGATED WITH SIMILAR ACREAGES IN ADJACENT FUTURE DEVELOPMENTS.

PRIVATE, COMMON OPEN SPACE AREAS WILL OCCUR THROUGHOUT THE PROJECT IN THE FORM OF INTERIOR TRAILS, OPEN SPACE AREAS CONNECTING NEIGHBORHOODS, POCKET PARK, ENTRYWAY FEATURES, AND LANDSCAPED RIGHT-OF-WAY SETBACKS. ADDITIONAL OPEN SPACE AREAS MAY BE CREATED IN CONJUNCTION WITH LANDSCAPED ISLANDS AND LANDSCAPED SEPARATIONS BETWEEN PUBLIC AND PRIVATE ROADS. ALL PRIVATE COMMON OPEN SPACE AREAS SHALL BE MAINTAINED BY THE COMMUNITY ASSOCIATION.

IRRIGATION WATER

THE PROJECT SHALL UTILIZE THE TOWN LANDSCAPE STANDARDS AND SPECIFICATIONS AND WILL BE DESIGNED TO CONSERVE WATER AND OTHER LIMITED RESOURCES, AND TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS. XERISCAPE DESIGNS (WATER-EFFICIENT LANDSCAPE AND IRRIGATION TECHNIQUES) ARE ENCOURAGED FOR ALL PROJECTS; ALL TOWN PROJECTS ARE REQUIRED TO INCORPORATE XERISCAPE STANDARDS. ALTHOUGH PREFERABLE, A RELIABLE NON-POTABLE, SECONDARY WATER SOURCE TRAVERSES THE PROPERTY AND IS CURRENTLY ACCESSIBLE TO THE PROPERTY FOR THE USE OF HOA OPEN SPACE AND PUBLIC PARK.

NEIGHBORHOOD COMPATIBILITY

COMPATIBILITY WITH ADJOINING NEIGHBORHOODS TO THE SOUTH WILL OCCUR EITHER THROUGH SIMILAR RESIDENTIAL TYPES; APPROPRIATE BUFFERING THROUGH LANDSCAPING, FENCING, AND SETBACKS; OR A COMBINATION OF BOTH.

ARCHITECTURAL STANDARDS:

ALL EXTERIOR WALL OF STRUCTURES SHALL BE DESIGNED AND FINISHED WITH ARCHITECTURALLY AND AESTHETICALLY PLEASING MATERIALS COMPATIBLE WITH THE NATURAL FEATURES OF THE PROPERTY. SPECIFIC MATERIALS SHALL INCLUDE MATERIALS SUCH AS BRICK, STONE, TEXTURED CONCRETE, WOOD, STONE, MASONITE, HARDBOARD, OR VINYL STONE, STUCCO, AND GLASS. THE USE OF EAVES, CANTILEVERS, PROTRUSIONS AND OTHER ARCHITECTURAL EFFECTS SHALL BE USED TO BREAK UP LONG EXPANSES OF WALL AREAS. COMPATIBLE MATERIALS AND STYLES SHALL BE USED TO MAINTAIN HARMONY WITH ADJACENT STRUCTURES WITHIN EACH USE AREA. ROOFTOPS SHALL BE DESIGNED TO SCREEN MECHANICAL EQUIPMENT, VENTS, AND DUCTS IN A MANNER THAT MINIMIZES OBSTRUCTION TO VIEWS AND PROVIDES AN ARCHITECTURALLY AND AESTHETICALLY PLEASING APPEARANCE. REFLECTIVE ROOFTOP ELEMENTS SUCH AS SOLAR COLLECTORS AND SKYLIGHTS, IF INSTALLED, SHALL BE INSTALLED TO MINIMIZE GLARE ON ADJACENT PROPERTIES.

BUILDING SHALL BE SENSITIVELY LOCATED TO MAXIMIZE VIEWS THEREFROM, VIEWS FROM OTHER LAND USES AND IN A MANNER THAT COMPLEMENTS THE SURROUNDINGS AND BLENDS WITH THE OVERALL PLAN. CLUSTERING OF BUILDINGS SHALL BE UTILIZED WHERE POSSIBLE TO PROVIDE THE MAXIMUM AMOUNT OF OPEN SPACE AND TO MINIMIZE THE IMPACT ON VIEWS WHERE POSSIBLE.

ARCHITECTURAL VARIATION

THE FUTURE COMMERCIAL OFFICE OR HIGHER DENSITY RESIDENTIAL AREAS SHALL BE DESIGNED TO BLEND IN ARCHITECTURAL CHARACTER AND HOMOGENEOUS MATERIALS COMPATIBLE WITH THE BALANCE OF THE DEVELOPMENT. ARCHITECTURAL VARIETY WILL BE INTRODUCED THROUGH THE INCLUSION OF A MIX OF DETACHED RESIDENTIAL DESIGNS AND VARYING BUILDING SETBACKS. FURTHER DIFFERENTIATION OF SUCH VARYING RESIDENTIAL TYPES SHALL BE THROUGH THEIR ARRANGEMENT INTO IDENTIFIABLE SUB-NEIGHBORHOODS. VARIATIONS IN SCALE AND ARCHITECTURE AND AN EMPHASIS ON DISTINCT IDENTITY DISTRICTS WITHIN THE LARGER NEIGHBORHOOD ARE A PRIMARY COMPONENT OF THE PROJECT VISION. ALL ARCHITECTURAL ELEVATIONS ARE SUBJECT TO THE TOWN DESIGN GUIDELINES AND TOWN APPROVAL.

SITE DESIGN APPROACHES TO PROMOTE VARIATION COULD INCLUDE SUCH FEATURES AS PRIVATE STREETS, LANDSCAPING, AND SIGNAGE. DIFFERENT UNIT TYPES WOULD BE ENCOURAGED TO INCLUDE DIFFERENTIATING DESIGN ELEVATIONS AND DETAILS, INCLUDING DISTINGUISHING EXTERIOR MATERIALS, COLORS, ROOF PITCHES, OVERHANGS, TRIM, WINDOWS, AND SITE PLACEMENT. SIMILAR DISTINGUISHING DESIGN ELEMENTS WOULD BE INCLUDED WITHIN CONVENTIONAL SINGLE-FAMILY SUB-NEIGHBORHOODS IN ORDER TO FURTHER PROMOTE VARIETY WITHIN THE PROJECT.

CONVENTIONAL SINGLE-FAMILY LOT DISTRIBUTION:
NO SINGLE-FAMILY RESIDENCE WITH THE SAME ELEVATION SHALL BE BUILT WITHIN THREE (3) UNITS FROM ITSELF. A "CONVENTIONAL SINGLE-FAMILY LOT" SHALL BE DEFINED AS A RESIDENTIAL LOT FOR A DETACHED SINGLE-FAMILY RESIDENCE THAT IS ACCESSIBLE FROM AN INDIVIDUAL CURB CUT OFF A PUBLIC STREET. A RESIDENCE ON A CONVENTIONAL SINGLE-FAMILY LOT SHALL CONTAIN A MINIMUM 1400 SQ. FT. OF GROSS LIVABLE AREA.

B. PROPOSED ZONING

THE PROPOSED ZONING FOR THE PROPERTY IS: RESIDENTIAL, MIXED USE, COMMERCIAL AND OFFICE.

C. LAND USE STANDARDS

REFERENCE TO ARTICLE XI SF-1 AND ARTICLE XII SF-2 OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE. THE TOWNS MINIMAL STANDARDS COULD VARY BASED UPON THE FINAL DEVELOPMENT PLAN.

D. PARKING STANDARDS

REFERENCE ARTICLE XVII, SECTION 16-306 ITEM I OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE.

E. AUXILIARY USE STANDARDS

1. SIGNS - REFERENCE ARTICLE XVII, SECTION 16-306 ITEM M OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE.

2. FENCES - REFER TO TOWN FENCE REQUIREMENT.

A. EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF ALTERNATIVE FENCING, VARYING FENCE HEIGHT AND STYLE, STAGGERED ALIGNMENT OF FENCING, LANDSCAPING AND BUFFERING TECHNIQUES. LANDSCAPE FEATURES SHALL BE INCORPORATED INTO THE STREETScape ALONG AND WITHIN THE RESIDENTIAL AREAS.

3. PEDESTRIAN PATHS/TRAILS

SIDEWALKS, PATHS AND TRAILS SHALL BE PROVIDED WITHIN PARK/OPEN SPACE AREAS TO LINK WHERE FEASIBLE RESIDENTIAL AND COMMERCIAL USE AREAS AND OPEN SPACE. SUCH PATHS SHALL BE CONCRETE AND SHALL BE 10 FEET IN WIDTH AND 6 INCHES IN DEPTH. SUCH PATHS SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION OR THE TOWN OF JOHNSTOWN, DEPENDING UPON LOCATION, SUBJECT TO APPROVAL BY THE TOWN OF JOHNSTOWN.

4. LIGHTING

PRIVATE LIGHTING WITHIN THE PROJECT SHALL CONSIST OF DOWNCAST VARIETIES AND SHALL NOT CAST ANY GLARE ON ADJACENT LAND USES OR RIGHTS-OF-WAY. LIGHT STANDARDS SHALL NOT EXCEED 10 FEET IN HEIGHT AND SHALL BE COORDINATED WITH THE TOWN OF JOHNSTOWN AS TO LOCATION, STYLE, AND FUNCTION. A PUBLIC/PRIVATE LIGHTING PLAN SHALL BE PREPARED AT THE TIME OF FINAL DEVELOPMENT PLAN IN ORDER TO INTEGRATE FACILITIES INTO THE VARIOUS USE AREAS. LIGHTING PLAN SHALL BE APPROVED BY THE TOWN OF JOHNSTOWN.

5. STORAGE

A. BOATS, CAMPERS, AND TRAILER VEHICLES SHALL ONLY BE PERMITTED TO BE STORED WITHIN COMPLETELY CLOSED STRUCTURES OR WITHIN AREAS SPECIFICALLY DESIGNATED FOR SUCH STORAGE. PROVIDED SUCH AREAS ARE BEHIND BUILDING SETBACK LINES, SUCH STORAGE SHALL ONLY BE PERMITTED IN SINGLE-FAMILY USE AREAS.

B. NO OUTDOOR STORAGE OF MATERIALS OTHER THAN THOSE REQUIRED FOR THE INITIAL CONSTRUCTION OF THE STRUCTURES SHALL BE PERMITTED EXCEPT WITHIN THE AREAS PROVIDED IN THE TEMPORARY USE AREAS DESCRIBED BELOW.

C. TRASH SHALL BE KEPT IN SEALED CONTAINERS IN THE RESIDENTIAL UNITS UNTIL THE DAY OF COLLECTION.

6. COMMON AREAS - TYPICALLY PRIVATE

COMMON AREAS WITHIN THE PROJECT SHALL BE OWNED AND MAINTAINED BY A HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION ESTABLISHED FOR SUCH PURPOSE.

7. UTILITIES

ALL UTILITIES (WATER, SANITARY SEWER AND STORM SEWER) SHALL BE CONSTRUCTED TO THE TOWN OF JOHNSTOWN SPECIFICATIONS AND APPROVED BY THE TOWN PRIOR TO CONSTRUCTION. UTILITY CONSTRUCTION MAY BE PHASED BASED UPON A PHASING PLAN THAT SHALL BE SUBMITTED AT THE TIME OF FINAL PLATING.

8. SIGHT TRIANGLE - REFER TO SECTION 16-362; SIGN CODE AND DEVELOPER GUIDELINES.

F. LANDSCAPE REQUIREMENTS

REFERENCE TO ARTICLE XVII, SECTION 16-306-8, OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE AND THE TOWN OF JOHNSTOWN LANDSCAPE STANDARDS AND SPECIFICATIONS.

G. OPEN SPACE REQUIREMENTS

REFERENCE TO ARTICLE XVII, SECTION 16-306, ITEM D OF TOWN OF JOHNSTOWN ZONING ORDINANCE.

H. MISCELLANEOUS REQUIREMENTS

1. POLLUTION CONTROL:

AREAS DISTURBED DURING CONSTRUCTION SHALL BE TREATED IN SUCH A MANNER SO AS TO MINIMIZE THE IMPACTS OF EROSION AND DUST POLLUTION. NO OTHER POLLUTING ACTIVITY SHALL BE PERMITTED.

2. TEMPORARY USES:

TEMPORARY TRAILERS AND/OR RESIDENTIAL UNITS MAY BE USED AS SALES OR CONSTRUCTION OFFICES DURING THE SALES AND CONSTRUCTION PERIOD. TEMPORARY MATERIAL STORAGE, CONCRETE BATCH PLANTS AND OTHER TEMPORARY CONSTRUCTION USES MAY BE PERMITTED DURING THE PERIOD PROVIDED SUCH ACTIVITIES ARE SECURED AND NOT OFFENSIVE. SUCH TEMPORARY USES SHALL TERMINATE 90 DAYS AFTER CONSTRUCTION OF THE FINAL BUILDING WITHIN THE PROJECT.

3. EMERGENCY VEHICULAR ACCESS:
TWO (2) ALL WEATHER MEANS OF EMERGENCY VEHICULAR ACCESS SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER COMPLETION OF THE DEVELOPMENT.

4. BUFFERING:

WHERE BUFFERING LAND USES ADJUT ONE ANOTHER, BUFFERING TECHNIQUES SHALL BE IMPLEMENTED TO DIFFUSE ANY NEGATIVE IMPACTS. THESE BUFFERING TECHNIQUES AND THEIR LOCATIONS SHALL BE DETERMINED AT THE TIME OF PLATING.

I. DEVELOPMENT SCHEDULE

1. FUTURE DEVELOPMENT SHALL OCCUR IN MULTIPLE PHASES SUBJECT TO MARKET DEMAND.
2. A PHASING PLAN SHALL BE PROVIDED TO THE TOWN OF JOHNSTOWN AT THE TIME OF PLATING.

SCALE VERIFICATION
DATE OF CHECK: 08/11/2025
BY: [Signature]
1-800-922-1887
6303-534-6700
[Address]

ABS
Affiliated Development Solutions
[Address]

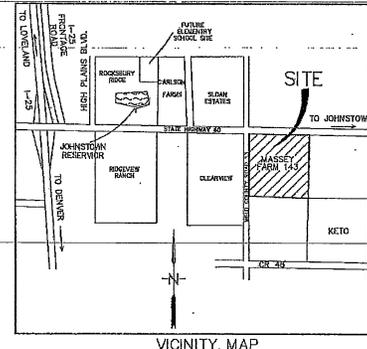
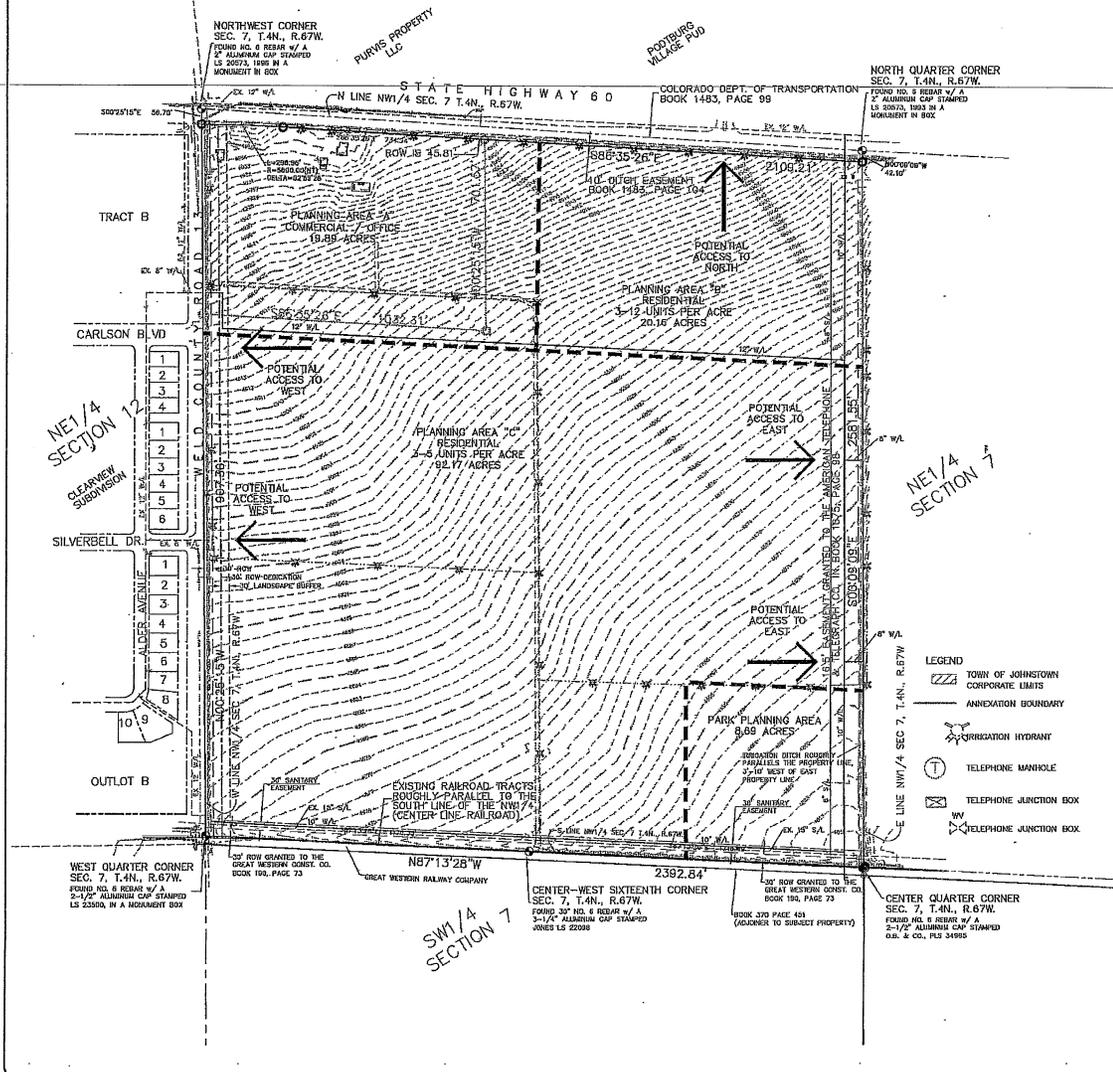
REVISIONS	DATE	BY

MASSEY FARMS 141
OUTLINE DEVELOPMENT PLAN
TEXT SHEET

DATE: 08/11/2025
PROJECT NO: P20503400P
DRAWN BY: PSD
CHECKED BY: DEM
PHONE: 233-205-034
SCALE: NONE
SHEET NO: 2

MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

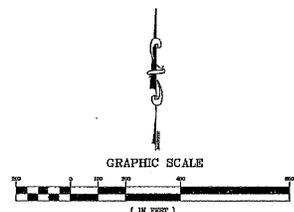
A PARCEL OF LAND BEING A PART OF THE NW1/4 OF SEC. 7, T4N,
R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



- NOTES:**
1. WATER AND SEWER LINES SHOWN ON THIS PLAN ARE SCHEMATIC ONLY AND ARE INTENDED TO SHOW APPROXIMATE LOCATIONS.
 2. THIS PLAN PROVIDES THE STANDARD WATER LINE REQUIREMENTS REQUIRED BY THE TOWN.
 3. ALL INTERIOR WATER LINES AND SANITARY SEWER LINES SHALL BE 8 INCH AND IN PUBLIC R.O.W. AND SHALL BE DESIGNED AT THE TIME OF PLATING.

OWNER/PETITIONER:
MASSEY FARMS LLLP, A COLORADO LIMITED LIABILITY
2332 SILVER OAKS DRIVE
FT. COLLINS, COLORADO 80526

ENGINEER/SURVEYOR:
ALLIANCE DEVELOPMENT SERVICES
5440 WARD ROAD, SUITE 240
ARVADA, CO. 80032
(303) 695-0860



SCALE VERIFICATION
DATE: 08/14/2018
DRAWN BY: JLD
CHECKED BY: JLD
DATE: 08/14/2018
DRAWN BY: JLD
CHECKED BY: JLD

REUSE OF DOCUMENT
THIS DOCUMENT IS THE PROPERTY OF ALLIANCE DEVELOPMENT SERVICES AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALLIANCE DEVELOPMENT SERVICES.

NO.	DATE	BY	REVISIONS

MASSEY FARMS 141
OUTLINE DEVELOPMENT PLAN
PRELIMINARY UTILITY PLAN
MASSEY FARMS LLLP

DESIGNED BY	PROCESSED BY
DATE	DATE
SCALE	SCALE
SHEET NO.	SHEET NO.

233-205-034
1" = 200'
3

ANNEXATION AGREEMENT

52

ANNEXATION AGREEMENT

MASSEY FARMS 141 ANNEXATION

THIS AGREEMENT is made and entered into this 19th day of June, 2006, by and between **Massey Farms, LLLP**, a Colorado limited liability limited partnership, hereinafter referred to as "Owner," and the **Town of Johnstown**, a municipal corporation of the State of Colorado, hereinafter referred to as "Johnstown" or "Town."

WITNESSETH:

WHEREAS, Owner desires to annex to Johnstown the property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (such property is hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated May 27, 2005, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has prepared an Outline Development Plan identifying and illustrating requested zoning, proposed land use and intended development of the Property; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

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

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

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

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



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

3. **Owner.** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property provided that written notice is given, as provided in paragraph 31 herein, to the Town with a copy to the Town Attorney.

4. **Further Acts.** Owner agrees to execute promptly upon request of Johnstown any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Johnstown.

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

6. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in Outline Development Plan dated February 11, 2005, and that the granting of such zoning by the Town of Johnstown is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all action necessary to permit zoning by Johnstown of the annexed Property within the time prescribed by state statute. The Owner commits to the design guidelines/use list and general layout of the Property as an inducement for favorable consideration of Owner's request for zoning.

7. **Non-Conforming Use.** Town agrees to allow the existing non-conforming agricultural use to continue until such time as the Property is developed for residential purposes, but not at a greater level than at its current level of activity and use.

8. **Water and Sewer Demand Study.** In compliance with the Town's ordinance, Owner has submitted to the Town a preliminary Water and Sewer Demand Analysis. However, both parties recognize that this preliminary estimate may need to be revised by Owner or its successors and the parties agree to cooperate with each other with respect to any future revisions. Prior to the time of any plat submittal, Owner shall submit an updated Water and Sewer Demand Analysis for the development, to be included with any proposed plats for development. The

parties will enter into a separate Water and Sewer Service Agreement no later than the time of final plat approval.

9. **Water Rights Dedication.** In addition to the Property, Owner owns the real property which is legally described on Exhibit B attached hereto and which has been previously annexed to the Town (the "Exhibit B Property"). Owner is the owner of twenty-five (25) shares of the capital stock of The Consolidated Home Supply Ditch and Reservoir Co. (the "Home Supply Shares") and shall dedicate such shares to the Town in accordance with the ordinances and policies of the Town. Pursuant to future water sewer service agreements, the Home Supply Shares may be used to satisfy raw water requirements for either the Property, the Exhibit B Property, or for any other real property located within the Town whether or not such other property is owned by Owner.

10. **Municipal Services.** Johnstown agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. The services provided by the Town include, but are not limited to, police protection, water and waste water services. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection, emergency medical, recreation, or trash removal services. Subject to the provisions of Paragraphs 8 and 9 above and Owner's performance of all the requirements of the Town's ordinances and policies, the Town shall provide water and sewer services to the Property through water and sewer mains, and both parties agree to cooperate to the extent necessary to allow such services with the intent that the cost of delivery of such services shall be borne by the development.

11. **Public Improvements.** Required public improvements shall be designed and constructed to Town standards by Owner and at Owner's expense. Owner further agrees to provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in the Development Agreement for each filing between the Town and Owner. All overhead utility lines shall be placed underground.

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

13. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by General Warranty Deed or appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur as defined herein or at such time as the Town or School District is ready to begin improvements, except that all perimeter street rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time. The Town and Owner agree that such dedications are directly related to and generated by



the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

14. ***Water and Waste Water Utilities.*** On-site and required off-site water and waste water mains and appurtenances shall be constructed to Town standards by Owner at Owner's expense. Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure, as and when Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

15. ***Drainage.***

(a) A drainage study of the entire annexation territory will be provided by the Owner. Improvements recommended by such study shall be completed as required for each phase or filing of development.

(b) Historical irrigation and drainage patterns shall be maintained on the Property to the extent feasible including no change in the quality, quantity, or point of discharge, except to the extent approved by the Town.

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

17. ***Limitation on Fee Impositions by the Town.*** The Town agrees that the Property shall be subject to typical development fees similar to those that are imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances. Owner acknowledges that the Town has adopted "Impact Fees" that will apply to this development.

18. ***Improvement Districts.*** If requested by Johnstown, Owner agrees to consider including the Property in one or more special improvements districts and other mechanisms established by Johnstown for making improvements to streets and other public ways, or for making public improvements authorized by law.

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

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

21. **Owners' Association/Covenants.** Owner may organize a unit owners' association or associations if appropriate for given parcels and/or unit types with the development of the Property. If so, Owner shall form the association(s) pursuant to the Colorado Common Interest Ownership Act ("Act"). C.R.S., Section 38-33.3-101, et seq. The Owner shall also execute and record covenants and instruments of conveyance which comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development, including, but not limited to, any private roads, private common areas, and private facilities. At least thirty (30) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the Town Attorney for review and comment.

22. **Special District Inclusion/Exclusion.** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town, and the Town may request Owner to petition to exclude the Property from another special district. Owner shall petition out of the Library District. If Owner is in a fire protection district other than the Johnstown Fire Protection District, Owner shall petition out of the other fire district and into the Johnstown Fire Protection District.

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

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



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

26. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Board, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement and no such warranty is made on the part of the Town.

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

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

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

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

(IV) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days' written notice of its intent to take any action under this Paragraph, during which ten (10) day period the Owner may cure the breach described in said notice and prevent further action by the Town.

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

28. **Attorney's Fees.** If any party breaches this Agreement, the breaching party shall pay the non-breaching party's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse Town for Town's attorney's fees. Specifically, in the event that any person, corporation, special district, municipal or county government, or any other entity asserts any claim against the Town, its officials, or employees pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, et seq., Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of



such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting the Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, at its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

29. **General Provisions.** Town shall

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

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

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

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

Owner shall notify the Town of assignments and the name, address and telephone number of the assignee and give Notice as provided in paragraph 31 herein. Upon the sale or other transfer of any portion of the Property, the transferor of such portion shall be released from all liability and obligation under this Agreement relating to such portion and all such liabilities and obligations shall be assumed by the transferee (unless transferee is a member of the home or commercial end user buying public or governmental entity).

Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.



30. *Special Provisions.*

- A. In planning areas B and C, a maximum of fifteen percent (15%) of the total single family lots shall be between 6,000 and 7,000 square feet, with the remainder of the lots to be distributed above that minimum square footage. The minimum single family home size shall be no less than 1,400 square feet.
- B. The Property abuts Highway 60 and County Road 13, a planned arterial street. At development, the Owner will need to provide 30' additional right-of-way for expansion of County Road 13 adjoining the Property. Additional right-of-way may also be needed for Highway 60. Access to Highway 60 will be subject to CDOT approval. Proposed access from County Road 13 lines up with Carlson Boulevard and Silverbell in the Clearview PUD. The Property will need to pay a proportionate share of a signal and intersection improvements at County Road 13 and Highway 60. The ODP also provides for street connections to surrounding properties. All streets will be constructed to Town standards.
- C. The Town will require 12" water mains in Highway 60 and County Road 13 extended to the nearest practical tie-in. The Owner will also be required to provide an adequate looped internal water main system.
- D. The Johnstown/Milliken Parks Recreation and Open Space Master Plan designates a large [approximately fifty (50) acres] public park and school site central to the larger square mile area (Section 7) of which the Property is a part. Owner has designated approximately eight and sixty-nine hundredths (8.69) acres in the southeast corner of the Property in anticipation of complying with the Town's Master Plans and Regulations. An off-street neighborhood trails system will be needed to connect the park, residential and commercial areas, and adjoining parcels.
- E. The Property lies within the Weld County School District RE5-J. According to the District, a school site is not required on the Property. Owner will provide, in accordance with the Intergovernmental Agreement between the Town and the School District, cash in-lieu with each residential permit (that sum is currently \$750.00 per residential unit).
- F. Mobile home parks and subdivisions and neighborhood commercial except professional offices shall be excluded from the uses permitted in the PUD-R district.
- G. Vehicle repair and servicing and passenger transportation terminals shall be subject to conditional use review in the PUD-B district.



And copy to:

Hasler, Fonfara and Maxwell, LLP
ATTN: Timothy W. Hasler
P. O. Box 2267
Fort Collins, CO 80522
Facsimile Number: 970-493-9703

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

33. **Cost Reimbursement to Town:** Owner shall reimburse Town for outside professional consultants such as engineers, testing companies, and attorneys necessitated by processing and completion of this development.

34. **No Third Party Rights.** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

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

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

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

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



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39. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the Property. This Agreement shall be recorded with the County Clerk and Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

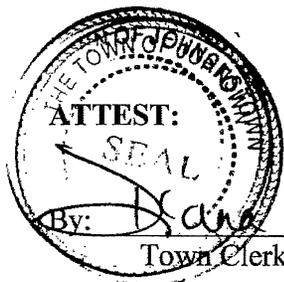
40. **Entire Agreement.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between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

41. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Weld County, Colorado, shall be covenants running with the Property, and shall be binding upon all persons or entities having an interest in the Property and/or water rights subject to the amendment unless otherwise specified in the amendment.

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

**TOWN OF JOHNSTOWN, COLORADO,
A MUNICIPAL CORPORATION**

By: [Signature]
Mayor



By: [Signature]
Town Clerk

LANDOWNER:

MASSEY FARMS, LLLP, a Colorado Limited Liability Partnership

By: [Signature]
William K. Massey, its General Partner

[Signature]
Aida J. Binkley



EXHIBIT A

MASSEY FARMS 141
LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF WELD, STATE OF COLORADO;

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 7, BEING MARKED BY A FOUND 3/4 INCH DIAMETER REBAR WITH 2 INCH DIAMETER ALUMINUM CAP STAMPED L.S. 23500 AND ASSUMING THE WEST LINE OF SAID NORTHWEST QUARTER TO BEAR SOUTH 00°25'15" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°25'15" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 7 A DISTANCE OF 56.55 FEET (56.70 FEET DEED) TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1483, PAGE 99, COUNTY PUBLIC RECORDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 1483, PAGE 99 AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°18'08", A RADIUS OF 5690.00 FEET, A DISTANCE OF 30.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 89°25'48" EAST 30.00 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1483, PAGE 99 THE FOLLOWING TWO (2) COURSES;

1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°41'18", A RADIUS OF 5690.00 FEET, A DISTANCE OF 296.98 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 87°56'05" EAST, 296.96 FEET TO A POINT OF TANGENCY;

2. THENCE SOUTH 83°35'26" EAST, A DISTANCE OF 2109.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 7, FROM WHICH POINT A FOUND 3/4 INCH DIAMETER REBAR WITH 2 INCH DIAMETER ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SAID NORTHWEST BEARS NORTH 00°09'09" WEST 42.10 FEET (42.10 DEED);


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THENCE SOUTH 00°09'09" EAST ALONG SAID EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 7 A DISTANCE OF 2581.55 FEET TO A FOUND 3/4 INCH DIAMETER REBAR WITH 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED L.S. 34995 MARKING THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 7;

THENCE NORTH 87°13'28" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 7 A DISTANCE OF 2362.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13, FROM WHICH POINT A FOUND 3/4 INCH DIAMETER REBAR WITH 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED L.S. 23500 MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 7, BEARS NORTH 87°13'28" WEST A DISTANCE OF 30.05 FEET;

THENCE NORTH 0°025'15" WEST ALONG A LINE 30.00 FEET EAST OF, BY PERPENDICULAR MEASUREMENT, THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 7, A DISTANCE OF 2602.25 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 140.909 ACRES MORE OR LESS.


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**EXHIBIT B ATTACHED TO AND MADE A PART OF THE ANNEXATION
AGREEMENT BETWEEN MASSEY FARMS, L.L.C. ("OWNER") AND TOWN OF
JOHNSTOWN ("JOHNSTOWN" OR THE "TOWN")**

**LEGAL DESCRIPTION
OF THE EXHIBIT B PROPERTY**

**Township 4 North, Range 68 West of the 6th P.M.,
Section 1: S1/2NE1/4;**

County of Weld, State of Colorado,

(Vacant land, no street address assigned)

REFERRAL COMMENTS

AND

APPLICANT RESPONSES

PLANNING

February 12, 2018

Henry Design Group
1501 Wazee Street, Suite 1-C,
Denver, CO 80202

Atwell, Inc.
143 Union Blvd., Suite 700
Lakewood, CO 80228

Re: Johnstown Village Preliminary Development Plan and Preliminary Plat

Review of the preliminary plat and development plan is substantially complete and most recent comments are listed below or are attached. An initial round of comments and responses related to the layout and preliminary engineering occurred in 2017.

As you know, the purpose of the preliminary plan and plat is to investigate development issues and constraints, and to establish an agreed-to course of mitigation while promoting a discussion about the acceptability to the Town of the development layout, quality and contribution to the community. The approved preliminary plan and plat and related comments, responses and conditions of approval will be the basis for consideration of final plans, plats and development agreements to follow.

The proposed preliminary development plan and plat meet, except as noted in this letter and attached comments, the minimum requirements as set forth in the Municipal Code and the various adopted plans and standards. I have highlighted some comments.

While the plan meets minimum standards, I find nothing in the proposal that distinguishes this development from other residential developments in Town. A metropolitan district is being proposed, but there are no special features, no special amenities of note.

A. Preliminary Site Development Plan:

1. The preliminary plan is generally consistent with the Comprehensive Plan as to land uses.
2. The preliminary plan is generally consistent with the Parks, Recreation, Open Space and Trails Master Plan. It is noted that the practical barrier of the railroad spur discourages creation of a community park central to the overall land Section. The proposal to have all parks, open space and trails as privately owned and maintained is acceptable.
3. The proposed layout and uses are generally consistent with the Massey141 Annexation Outline Development Plan in terms of land uses and density.
4. The preliminary plan and standards are generally consistent with the Town-Wide Design Guidelines, except as noted below:

- a. The Town-wide Design Guidelines call for a variety of lot sizes, and variety of housing sizes and types. The Village plan calls for a minimum lot size of 5,000sf (6,000sf is our typical minimum) and a variety of lot sizes does not provide information regarding distribution of lot sizes. The Town has in past developments called for more measureable ranges of lot sizes such as 15% small lots, 70% mid-size lots and 15% larger lots.
 - b. While we understand that lot sizes are shrinking partly in response to the market, staff is more concerned about the architectural quality and variety of single family homes in the neighborhood. The plan standards call for a minimum home size of 1400sf, but does not offer a distribution of home sizes. A range of home sizes and distribution of sizes is recommended to balance smaller homes with larger home opportunities.
 - c. The standards in the plan include elements which, applied to individual Filings and Final Plans will promote quality and variety of design. Final home elevations will be subject to Town approval.
 - d. For attached and multi-family housing, stucco is preferred over siding as a means of achieving a higher quality appearance. A nearby example is the Clearview Apartments.
 - e. To better assess the quality of development and housing product, Town staff would like to tour neighborhoods established by the developer/builder(s). If possible, please provide the names and locations of such developments.
5. Landscape Plan: (See attached Town Landscape Advisor comments)
- a. All trails should be 10' not 8' in width. 6" thickness is recommended for motorized access and maintenance.
 - b. Native grasses are not approved along roadways. The buffer area along Colorado Blvd. should be in irrigated sod. The detention pond should have large head irrigation. The frontage along Hwy 60 should be in lawn and shrubs, subject to CDOT approval.
 - c. Wood fiber mulch is not recommended due to high wind conditions.
 - d. All playground equipment is subject to Town approval.
6. Lighting:
- a. All lighting should be LED.
 - b. The Colorado Department of Transportation determines the lighting standard for Highway 60.
 - c. The Town has established a preferred street light fixture based upon Xcel standards for its major arterials.
 - d. Decorative fixtures, arms and poles are encouraged on local and collector streets. Such fixtures are subject to Town approval. Collector streets should have a double fixture, while local streets will typically have a single fixture. Approved decorative fixtures not offered by Xcel will be privately maintained.
7. Street Furniture:
- a. The proposed street furniture is acceptable but final selections are subject to Town approval. The Town uses Keystone Ridge benches, waste containers and bollards in downtown and parks.
 - b. Decorative street signs and posts which are privately maintained are recommended to enhance the quality of the development.
8. Fencing and screening:
- a. Fencing is subject to Town approval. The plan provides for a privacy fence along Colorado Blvd. (arterial) and collector. Town staff recommends that along the

arterial there should be 36" masonry columns with a pitched decorative cap every 100'. Vinyl fencing is not recommended along the arterial and collector streets.

As the traditional cedar picket fences fade and discolor over time, a more durable option such as masonry or man-made composites such as Trex is recommended.

- b. The Great Western Railroad spur is used for storage of railroad cars, and has demonstrated a negative impact on adjoining neighborhoods. A 6' privacy fence should be used along the back yards instead of the open rail fence.
 - c. The fencing along Colorado Blvd. is plain and straight, but should vary away from a straight fence line to create at least one landscaped pocket and turn slightly at Carlson Blvd.
 - d. Builder-provided fencing between dwellings towards the front is recommended.
9. Dry utilities: All existing and proposed electrical, telephone and cable utilities will be underground.
10. Oil and gas pipelines, facilities: It is noted that there are no wells or batteries on the property and that existing gas and oil pipelines are isolated in the buffer area along Colorado Blvd. There is some open space provided between the easements and the proposed lot lines.

B. Preliminary Plat:

1. Access and streets: (refer to Traffic Engineer and Fire Authority comments):
2. Street standards: Arterial, Collector and Local shall be in accordance with Town standards.
3. Street names will need to be revised prior to final plat. Subdivisions in Town each have a unique theme and corresponding street name list. Trees, native flowers, ducks, woods, golf courses and Gaelic themes have been used.
4. Covenants: Please provide preliminary copies of covenants and confirm the likely entity for common area ownership and maintenance.

C. Town Engineer: Recent comments are attached. Initial comments and responses are noted.

D. Traffic Engineering:

1. State Hwy 60: Meetings with CDOT representatives confirms that the full turn intersection with the existing Zack Place is acceptable, subject to turn lane improvements. Johnstown Village will be responsible for an appropriate share of the expense of traffic signals when warranted in the future. The amount, to be set based upon traffic analysis is approximately 50% of the signal cost and could be paid in increments at time of final plat or building permit.
2. The Transportation Impact Study (December 2017, Signed and stamped January 4, 2018, Delich Associates) adequately and appropriately addresses the traffic impacts of this development.
3. Atwell's response to comments on the Preliminary Engineering Plans indicates that prior review comments are either addressed in the revised Plans (Atwell, December 2017) or are acknowledged with the intent to address in future submittals.
4. As we have discussed with CDOT, the Town desires to have an urban road section on Hwy 60 with curb and gutter.

E. Water/Sanitary Sewer (refer to Town Engineer comments):

1. The offsite sewer interceptor extension is needed with the initial development phase. The Town will work with the developer regarding an infrastructure reimbursement agreement, for Town Council consideration per Municipal Code.
2. A Stormwater System Development Fee of \$1100 per acre platted is payable prior to recording of each final plat.

3. The proposed City of Thornton 48" water line is a long-term maintenance concern. The placement of this water line in the narrow open space and park areas is not acceptable. As an alternative the Thornton line could be constructed in the easement/tract, and the Town main move into the street.

F. Schools (refer to School Superintendent comments): One or more school bus stops/shelters may be required at time of development. Please work directly with the School District on locations as development progresses. Shelter design is subject to District/Town approval.

As you have in the past, please respond to all comments in writing. Many of the comments will carry through to final plans. I can schedule the Planning and Zoning Commission hearing either for February 28 or March 14. The Town will publish the hearing notice and you will be responsible for posting notices of the hearing on the property at locations approved by Town staff 10 calendar days prior to the hearing.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Franklin', with a long horizontal flourish extending to the right.

John Franklin, Town Planner

Attachments

Copy to:

Town Advisors

File

PRELIMINARY LANDSCAPE PLAN REVIEW FOR:
JOHNSTOWN VILLAGE PUD/FILING NO. 1 PRELIMINARY PLAT
LOCATED: SEC OF COLORADO BLVD (CR 13) AND W. SOUTH 1ST STREET (CR 60)

RGA has reviewed the Preliminary Landscape Plans (Sheets 1-12 of 12) for compliance to Johnstown's Landscape Standards & Specifications sections.

General Comment: The level of detail and design intent provided with this Preliminary Landscape Plan is commended as it indicates a commitment to providing quality open space areas and landscape design. We hope the same level of design is followed-through to a Final Landscape Plan submitted with the subdivision's Final Plat.

1. D.1.d. – Preliminary Landscape Plan items – *Identify bike paths or walkways...*
 - a. Provide a construction section detail for a 10' Concrete Trail, an 8' Concrete Trail, and a 4.5' Sidewalk on Sheet 11 of 12 or 12 of 12.

2. H.10.a – Restricted Planting Areas - *Landscape materials shall not obstruct the operation and maintenance of utilities. No large deciduous trees or evergreen trees shall be planted within 5ft. on either side of water or sewer lines.*
 - a. Verify any conflicts of plant materials with public easement and underground services.
 - b. Verify the location of deciduous trees on the south side of Park (Tract H) adjacent the 30' Utility Easement. Remove or relocate the tree next to the water line.

3. H.10.c.i – Restricted Planting Areas/Site Triangles – *At the intersection of two streets...a triangle defined by measuring 30 feet in length along each curb or edge of roadway from their point of intersection...*
 - a. Add a site distance triangle to the Typical Lot Front Yard diagram on Sheet 11 of 12.
 - b. Provide General Note #16: No plat materials, boulders, berms, fences or visual obstructions shall exceed a height of 36" within the triangular area, Per Standard (H.10.c.iii).

4. Landscape Plant List and Requirements Charts are accepted for plant material choices and quantities required/provided. Complete quantities are required with a Final Landscape Plan.

5. Indicated seed mixtures indicate drought tolerant species and are accepted.

February 12, 2018

Henry Design Group
1501 Wazee Street, Suite 1-C,
Denver, CO 80202

Atwell, Inc.
143 Union Blvd., Suite 700
Lakewood, CO 80228

Re: Johnstown Village Preliminary Development Plan and Preliminary Plat

***RESPONSE TO COMMENTS PROVIDED BY HENRY DESIGN GROUP AND ATWELL,
3-22-18.***

Review of the preliminary plat and development plan is substantially complete and most recent comments are listed below or are attached. An initial round of comments and responses related to the layout and preliminary engineering occurred in 2017.

As you know, the purpose of the preliminary plan and plat is to investigate development issues and constraints, and to establish an agreed-to course of mitigation while promoting a discussion about the acceptability to the Town of the development layout, quality and contribution to the community. The approved preliminary plan and plat and related comments, responses and conditions of approval will be the basis for consideration of final plans, plats and development agreements to follow.

The proposed preliminary development plan and plat meet, except as noted in this letter and attached comments, the minimum requirements as set forth in the Municipal Code and the various adopted plans and standards. I have highlighted some comments.

While the plan meets minimum standards, I find nothing in the proposal that distinguishes this development from other residential developments in Town. A metropolitan district is being proposed, but there are no special features, no special amenities of note.

Response: The use of metropolitan districts to support the development as a financing tool is warranted due to the combination of proposed variety of land uses and the offsite regional improvements necessary to serve this property. The proposed metropolitan districts are planned to provide offsite improvements estimated to be \$3.9M. These improvements are necessary to the proposed development, but will also benefit a number of local property owners by providing access to improvements necessary to develop their properties (see Attachment 1) and the community as a whole with no guarantee of reimbursements.

Specifically, the proposed metropolitan districts are planned to help finance the following off-site improvements:

1. Sanitary Sewer Improvements: An additional 2500' of 8" sewer line will run interior through the site from the Purvis property to the proposed site sanitary sewer system. A 3780' line of 18" sanitary sewer will run through the Lewis and Keto properties to connect to the downstream sanitary sewer line. Construction of the sanitary sewer line is to be coordinated to minimize disruption to adjacent properties. Construction of the sanitary sewer line will meet the terms of the Memo of Understanding (MOU).

2. Storm Sewer Improvements: There will be a 30" storm sewer line which will connect the Johnstown Village detention pond to an existing swale south of the Keto property. This storm sewer will be 3450' and require 9 5' manholes and a flared end section. Construction of the sanitary sewer line will meet the terms of the Memo of Understanding (MOU).

3. Water Improvements: An additional 150' of 8" water line will transfer water east to future development. This extension will also require an additional gate valve and plug with blow-off.

4. Surface Improvements (Weld County Road 13 and HWY 60): Along the Johnstown Village frontage the east half of Colorado Boulevard and south half of State Highway 60 will be built to match the full section. This includes the road surface, curb and gutter, sidewalks, striping, and handicapped ramps. The road improvements along the frontage of the 18 acre commercial site is not a part of the Johnstown Village development, but will however be completed during construction of Johnstown Village.

It should also be noted that the Town does not have a policy for determining when a metropolitan district will be considered in conjunction with a proposed development project. The applicant has submitted a proposed service plan for the Johnstown Village Metropolitan District Nos. 1-5 to serve the development in substantial compliance with the Town's approved model service plan that is anticipated to go before the Town Counsel for approval in April 2018.

A. Preliminary Site Development Plan:

1. The preliminary plan is generally consistent with the Comprehensive Plan as to land uses.

Response: Comment acknowledged.

2. The preliminary plan is generally consistent with the Parks, Recreation, Open Space and Trails Master Plan. It is noted that the practical barrier of the railroad spur discourages creation of a community park central to the overall land Section. The proposal to have all parks, open space and trails as privately owned and maintained is acceptable.

Response: Agreed, the parks and open space will be privately owned and maintained further warranting the need for a metropolitan district thereby minimizing the burden on an HOA and residents

3. The proposed layout and uses are generally consistent with the Massey141 Annexation Outline Development Plan in terms of land uses and density.

Response: Comment acknowledged.

4. The preliminary plan and standards are generally consistent with the Town-Wide Design Guidelines, except as noted below:

- a. The Town-wide Design Guidelines call for a variety of lot sizes, and variety of housing sizes and types. The Village plan calls for a minimum lot size of 5,000sf (6,000sf is our typical minimum) and a variety of lot sizes does not provide information regarding distribution of lot sizes. The Town has in past

developments called for more measurable ranges of lot sizes such as 15% small lots, 70% mid-size lots and 15% larger lots.

Response: Three general lot sizes are proposed. There are 126 lots between 5,000 square feet; 76 lots between 6,000 and 7,000 and 61 lots over 6,000 square feet in size. Please see the attached Plan illustrating the variety of lot sizes.

- b. While we understand that lot sizes are shrinking partly in response to the market, staff is more concerned about the architectural quality and variety of single family homes in the neighborhood. The plan standards call for a minimum home size of 1400sf, but does not offer a distribution of home sizes. A range of home sizes and distribution of sizes is recommended to balance smaller homes with larger home opportunities.

Response: It is anticipated that the potential builder will provide a variety of house floorplans and sizes for the three predominant lot sizes proposed. A national builder typically has numerous home offerings at various price points to attract to a wider variety of home buyers.

- c. The standards in the plan include elements which, applied to individual Filings and Final Plans will promote quality and variety of design. Final home elevations will be subject to Town approval.

Response: The home elevations will be discussed with the Town once a builder is identified. The selected home elevations will be illustrated on the Final Plans.

- d. For attached and multi-family housing, stucco is preferred over siding as a means of achieving a higher quality appearance. A nearby example is the Clearview Apartments.

Response: Comment acknowledged.

- e. To better assess the quality of development and housing product, Town staff would like to tour neighborhoods established by the developer/builder(s). If possible, please provide the names and locations of such developments.

Response: Once a builder is identified, the applicant will facilitate a tour of similar neighborhoods constructed by the builder.

5. Landscape Plan: (See attached Town Landscape Advisor comments)

- a. All trails should be 10' not 8'in width. 6" thickness is recommended for motorized access and maintenance.

Response: The trails have been revised to 10-feet in width with six (6) inches in thickness.

- b. Native grasses are not approved along roadways. The buffer area along Colorado Blvd. should be in irrigated sod. The detention pond should have large head irrigation. The frontage along Hwy 60 should be in lawn and shrubs, subject to CDOT approval.

Response: In an effort to reduce water usage in Colorado, the design of the landscape buffer along Colorado Boulevard and Highway 60 has been revised to reduce the native seed and add additional planting beds. Sod will be placed within the tree lawns. The buffer along Colorado Blvd. is very large due to easements. Sod in these areas would require too much water which is wasteful and not cost efficient.

- c. Wood fiber mulch is not recommended due to high wind conditions.

Response: Agreed. Wood mulch is only proposed in a tree ring and in shrub beds with delicate plants that cannot tolerate intense heat absorbed and emanated by rock mulch.

- d. All playground equipment is subject to Town approval.
Response: Comment acknowledged. Playground equipment and manufacturer will be submitted for approval by the Town at Final Plans.

6. Lighting:

- a. All lighting should be LED.
Response: Comment acknowledged.
- b. The Colorado Department of Transportation determines the lighting standard for Highway 60.
Response: Comment acknowledged.
- c. The Town has established a preferred street light fixture based upon Xcel standards for its major arterials.
Response: Please provide a detail or model number of the luminaire and pole of the preferred fixture to be used along Colorado Blvd.
- d. Decorative fixtures, arms and poles are encouraged on local and collector streets. Such fixtures are subject to Town approval. Collector streets should have a double fixture, while local streets will typically have a single fixture. Approved decorative fixtures not offered by Xcel will be privately maintained.
Response: The preference is to use a decorative fixture available from Xcel who has a variety of light fixtures to choose from. The selected fixture will be submitted to the Town for approval.

7. Street Furniture:

- a. The proposed street furniture is acceptable but final selections are subject to Town approval. The Town uses Keystone Ridge benches, waste containers and bollards in downtown and parks.
Response: Street furniture design, manufacturer and model number will be provided at the time of Final Plan for Town approval. Thank you for advising us on the manufacturer the Town uses.
- b. Decorative street signs and posts which are privately maintained are recommended to enhance the quality of the development.
Response: Comment acknowledged. The decision regarding decorative street signs and posts has not been determined. The decorative signs and posts, if selected, will be provided at the time of Final Plans.

8. Fencing and screening:

- a. Fencing is subject to Town approval. The plan provides for a privacy fence along Colorado Blvd. (arterial) and collector. Town staff recommends that along the arterial there should be 36" masonry columns with a pitched decorative cap every 100'. Vinyl fencing is not recommended along the arterial and collector streets. As the traditional cedar picket fences fade and discolor over time, a more durable option such as masonry or man-made composites such as Trex is recommended.
Response: Masonry columns have been added to the fence design along Colorado Blvd. The columns are placed at property corners. The fence material will be Trex as suggested and is indicated on the revised PDP/FDP.
- b. The Great Western Railroad spur is used for storage of railroad cars, and has demonstrated a negative impact on adjoining neighborhoods. A 6' privacy fence should be used along the back yards instead of the open rail fence.
Response: The fence type has been revised to a six (6) foot high privacy fence.
- c. The fencing along Colorado Blvd. is plain and straight, but should vary away from a straight fence line to create at least one landscaped pocket and turn slightly at Carlson Blvd.

Response: The plan has been revised to provide one landscape pocket 5 feet in depth and 250 feet in length.

- d. Builder-provided fencing between dwellings towards the front is recommended.

Response: The builder will provide the wing fence between homes. The homeowner will be responsible for internal lot line fencing of a consistent design.

9. Dry utilities: All existing and proposed electrical, telephone and cable utilities will be underground.

Response: Comment acknowledged.

10. Oil and gas pipelines, facilities: It is noted that there are no wells or batteries on the property and that existing gas and oil pipelines are isolated in the buffer area along Colorado Blvd. There is some open space provided between the easements and the proposed lot lines.

Response: Comment acknowledged. The buffer area has been landscape in a consistent manner.

B. Preliminary Plat:

1. Access and streets: (refer to Traffic Engineer and Fire Authority comments):

Response: Comment acknowledged

2. Street standards: Arterial, Collector and Local shall be in accordance with Town standards.

Response: Comment acknowledged.

3. Street names will need to be revised prior to final plat. Subdivisions in Town each have a unique theme and corresponding street name list. Trees, native flowers, ducks, woods, golf courses and Gaelic themes have been used.

Response: The street names will be revised with a theme and indicated at the time of Final Plans.

4. Covenants: Please provide preliminary copies of covenants and confirm the likely entity for common area ownership and maintenance.

Response: The metro district will own and maintain common areas. Covenants will be provided with the Final Plans in accordance with the builder's criteria.

- C. Town Engineer: Recent comments are attached. Initial comments and responses are noted.

Response: See attached letter from Atwell in response to comment from IMEG..

D. Traffic Engineering:

1. State Hwy 60: Meetings with CDOT representatives confirms that the full turn intersection with the existing Zack Place is acceptable, subject to turn lane improvements. Johnstown Village will be responsible for an appropriate share of the expense of traffic signals when warranted in the future. The amount, to be set based upon traffic analysis is approximately 50% of the signal cost and could be paid in increments at time of final plat or building permit.

Response: Comment acknowledged.

2. The Transportation Impact Study (December 2017, Signed and stamped January 4, 2018, Delich Associates) adequately and appropriately addresses the traffic impacts of this development.

Response: Comment acknowledged.

3. Atwell's response to comments on the Preliminary Engineering Plans indicates that prior review comments are either addressed in the revised Plans (Atwell, December 2017) or are acknowledged with the intent to address in future submittals.

4. As we have discussed with CDOT, the Town desires to have an urban road section on Hwy 60 with curb and gutter.

Response: SH60 improvements will be implemented with the exception of full curb and gutter. Per discussions with CDOT, curb and gutter is only required once the right turn lane across from Zach Street begins.

E. Water/Sanitary Sewer (refer to Town Engineer comments):

1. The offsite sewer interceptor extension is needed with the initial development phase. The Town will work with the developer regarding an infrastructure reimbursement agreement, for Town Council consideration per Municipal Code.

Response: The Clearview main extension has been included in the Preliminary Utility Report. Final design will be included in the construction document phase.

2. A Stormwater System Development Fee of \$1100 per acre platted is payable prior to recording of each final plat.

Response: Comment acknowledged.

3. The proposed City of Thornton 48" water line is a long-term maintenance concern. The placement of this water line in the narrow open space and park areas is not acceptable. As an alternative the Thornton line could be constructed in the easement/tract, and the Town main move into the street.

Response: The Thornton waterline has been realigned to run directly south to north along the eastern edge of the Site. The Town water line has been rerouted along the eastern streets of the site to accommodate the new alignment,

F. Schools (refer to School Superintendent comments): One or more school bus stops/shelters may be required at time of development. Please work directly with the School District on locations as development progresses. Shelter design is subject to District/Town approval.

Response: The applicant will work with the School District to determine the need and location of bus shelters. The shelters will be indicated at the time of Final Plans for review and approval by the Town.

As you have in the past, please respond to all comments in writing. Many of the comments will carry through to final plans. I can schedule the Planning and Zoning Commission hearing either for February 28 or March 14. The Town will publish the hearing notice and you will be responsible for posting notices of the hearing on the property at locations approved by Town staff 10 calendar days prior to the hearing.

Sincerely,



John Franklin, Town Planner

Attachments

Copy to:

Town Advisors

File

TOWN ENGINEER



February 12, 2018

Mr. John Franklin
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

RE: Johnstown Village
2nd Submittals - Development Plan Comments
TSG Job. No. 127-088 (17002031.00)

Dear Mr. Franklin,

We have reviewed the 2nd submittal package on the above Project, as provided by the Town to our office. The documents which we have reviewed are as follows:

- Preliminary Engineering Plans, 8 Sheets, dated 12/20/17, by Atwell.
- Preliminary Plat, 1 Sheet, dated 8/24/17, by Atwell.
- Preliminary PUD, 4 Sheets, dated 12-21-17, by Atwell.
- Preliminary Drainage Report, revised 12/20/17, by Atwell.
- Preliminary Utilities Report, dated 12/20/17, by Atwell.
- Comment Response Letters, dated 12/20/17, from Atwell to:
 - IMEG (re: 9-28-17 1st submittals comment letter).
 - FHU (re: 10/16/17 1st submittals comment letter).
 - FRFR (re: 9/19/17 1st submittals comment letter)
- Preliminary Project Summary Letter, 3 pages, dated 12/21/17, by The Henry Design Group.

We have the following comments:

GENERAL COMMENTS:

NOTE: Most of the comments we had provided in our prior letter (9/28/17 on the first submittals for the proposed development) still are applicable. Atwell has addressed many of those prior comments. However, some remain and there are some new ones. We have included below some of those earlier comments along with Atwell's responses, and our additional comments, to provide a more complete current review. In addition to the more general comments presented in this letter, we also are providing more detailed technical comments (via PDF markups of the various documents).

1. **Site Location:** Per the current preliminary plat submittal, the project encompasses proposed development of approximately 139** acres bounded by Weld County Road 13 (Colorado Blvd.) on the west, by Colorado State Highway 60 on the north, by the Great Western Railroad on the south, and by farmland on the east. The proposed development consists of a mix of detached single family residential, attached single family residential, multi-family, and commercial development. (** Prior submittals indicated 141 acres).
2. **Public Water:** The preliminary engineering plans (Sheets 4 & 5) indicate proposed connections to the existing public water system in Highway 60 (1 location) and Co. Road 13 (3 locations), with looped water mains following proposed public roadways throughout the subdivision.
 - a. **Prior comments & responses:** The Town Water Master Plan indicates the following intended public water main backbone around/adjacent to this development location:
 - i. A 10-inch water main along the east side of the development. There is an existing hydrant and 10-inch stub provided from the existing Town 16-inch transmission main near the north-east corner of the proposed subdivision (immediately to the west of the indicated Public Service Natural Gas Station).
Atwell Response: A 10-inch water main is proposed along the east side of the Site making connection to the existing stub-out.
 - ii. A 10-inch water main across the south side of the site, looped west from the 10-inch main along the east side to an existing/proposed 12-inch main in Colorado Blvd
Atwell Response: A 10-inch water main is proposed along the south side of the Site making connection to the existing 12-inch water line. A more detailed connection will be provided pending future survey and locates.

Additional / New IMEG Comments: The current plans show a proposed Thornton water main easement (for future Thornton main) partially across the south side of the site, and then up through the central portion of the site from south to north. It is our understanding that Johnstown and Thornton have identified that this proposed alignment is not acceptable. Thornton would prefer their new line be routed straight up along the east side of the Johnstown Village development, essentially parallel to where the new 10" Town main is proposed (as indicated by the Town Water Master Plan). Thornton has questioned why the proposed new Town line could not be placed under the proposed streets in the subdivision – thus allowing the Thornton main to go along the east border.

It may be possible to accommodate the Thornton suggestion as follows:

- Upsize the proposed 8-inch water main from Hwy 60, south in Carlson Boulevard to Edwin Place, east to Caleb Circle, south to William Way, east to the east side of Tract C (Detention Pond site) and then south along Tract C to the SE Corner of the development.



- The currently proposed 8" main in those streets would need to be upsized to either 10", or possibly to 12". Atwell will need to update and run their development's water model to determine main sizes along this route (e.g. 10" or 12") necessary to provide equivalent delivery capacity and pressure to the SE corner of the development that the current proposed 10" main directly down the east side of the development would provide.

- b. **Prior comment & response:** A water system model and basis of design report should be prepared for the proposed subdivision to demonstrate projected demands, system pressures, and delivery capability throughout the subdivision. The evaluation parameters should be consistent with the Town design criteria (per Part III, Section 2 of the published Town Design Criteria and Construction Regulations).

Atwell Response: *A Utility Report has been included with this submittal. The report covers projected demands and models the system.*

Additional / New IMEG Comments: The water system modeling report "suggests" that the proposed water main system will be able to provide adequate capacity and pressure, during peak day + fire flow conditions to meet the Town standards. However, upon review of the information presented, we do not believe the demand projections modeled meet the requirements as outlined in Part III, Section 2.2 and 2.3 of the Town Design Criteria and Construction Regulations. The modeling report utilizes a population projection per dwelling unit of 2.79 persons for single family, and 2.1 per unit for multi-family. Town standards require use of 3.0 persons per dwelling unit. Because of using the lower factor, the flow demand utilized is based on a population projection approximately 16% smaller than Town standards require. Even with this "under projection", the included modeling results suggest locations where the required minimum 20 psi residual pressure at peak day + fire flow may not be achieved.

The model should be updated appropriately and re-run. If adequate pressures are not maintained, some of the proposed internal water mains may need to be upsized from 8" to 10".

- c. The Summary of average annual water requirements provided within the preliminary utilities report indicates an "Inside Use" demand of 263.62 acre-feet. However, based on the roughly 16% under projection of population noted above, that "Inside Use" projection does not appear appropriate. The analysis should reviewed/updated accordingly.
- d. The preliminary engineering plans (Sheets 7 & 8) show locations/spacing of proposed fire hydrants. For general planning (including analysis of available fire flows as part of the water system modeling referenced above), the proposed hydrant locations generally appear appropriate.
- e. The proposed subdivision is within the Front Range Fire Recue Authority (FRFRA) service district. A copy of the water system modeling report, and Sheets 7 & 8 (showing proposed hydrant locations), should be provided to the FRFRA. The FRFRA should review and comment on acceptability of the fire protection and life-safety access for the subdivision.



3. **Public Sanitary:** The preliminary engineering plans (Sheets 7 & 8) indicate proposed connections to the existing Clearview interceptor sewer at three locations along the south side of the site.
- a. **Prior comment & response:** The Clearview Interceptor flows east to the Clearview Lift Station, with the force main from the Lift Station discharging north into the southwest corner of the Country Acres Subdivision, south of Colorado 60 and just east of CR 15 (Telep Ave.). The NW Interceptor flows east to CR 15, and then south to the same location at the southwest corner of the Country Acres Subdivision. The existing line east along the south side of the Country Acres Subdivision is capacity limited, and cannot accommodate the projected additional flows for the proposed Johnstown Village development. The projected correction to this capacity limitation is construction of a new gravity sewer extension of the Clearview Sewer east to the Johnstown Farms sewer, and elimination of the Clearview Lift Station (and its force main discharge to the SW corner of Country Acres Subdivision.) Capacity of the system downstream of the new connection to the Johnstown Farms sewer, including the existing Johnstown Farms Lift Station, must be analyzed, and possibly upgraded, to handle the proposed Johnstown Village flows.
Atwell Response: In following the WUP, all flows will be routed south to the Clearview main. The Clearview lift station is to be demolished/abandoned and a new main constructed to make connection east at the Johnstown Farms main. See Utility Report for details.
- b. **Prior comment & response:** A sanitary system model and basis of design report should be prepared for the Johnstown Village subdivision to demonstrate projected sewage demands and system capacity throughout the subdivision. The evaluation parameters should be consistent with the Town Design Criteria (per Part IV, Section 1 of the published Town Design Criteria and Construction Regulations). The study also should address the sizing and capacity issues noted above (re: Clearview Sewer Extension et. al.).
Atwell Response: A Utility Report has been included with this submittal. The report covers projected demands and models the system. Capacity of the WWTP confirmed.

Additional / New IMEG Comments: Sanitary sewer demand projections and subsequent modeling results are included in the preliminary utilities report. The demand projections to determine average daily sanitary flows appear to comply with Town's standards for population per dwelling unit and flow per person. However, to determine the peak flows necessary for hydraulic capacity analysis of the sewer system, a "Peaking Factor" of only 1.50 was utilized. While specific peaking factor guidance is not provided in the Town of Johnstown criteria, normal sanitary design would be based on use of a peaking factor such as presented in the 10 States Standards, or by a system such as the City and County of Denver wastewater system. Based upon the flow and/or population equivalent projections for the Johnstown Village development, a peaking factor from approximately 3.76 (per City & County of Denver formula) to 3.92 (per 10 States Standards) would be more appropriate. Accordingly, the modeled Johnstown Village peak sanitary flows appear to approximately 2.5 to 2.6 times too low. The sanitary system modeling should be reworked, and the downstream sanitary sewer system capacity/design re-evaluated prior to approvals for this proposed development.



4. **Stormwater System:**

Prior comment & response: The preliminary engineering plans (Sheets 7 & 8) show a system of storm sewers within the proposed public streets / rights-of-ways to collect the storm drainage and direct it to a proposed Full Spectrum water quality and detention basin in the south-east corner of the subdivision. The Preliminary Drainage Report identifies that this Full Spectrum detention facility will limit the developed discharge rates to no greater than historical runoff rates (consistent with Town Policy). Ultimate discharge of the detained (rate restricted) flow is proposed to be directed via storm sewer approximately 1600 feet east to the Hillsborough Ditch. Subject to approval of approval from the Consolidated Hillsborough Ditch Company for this proposed discharge into their ditch, the proposed stormwater concept appears to be acceptable.

Atwell Response: Stormwater discharge is no longer proposed to be conveyed to the Hillsboro Ditch as the ditch does not have capacity. An alternate route will convey discharge in a RCP through private easements to the Little Thompson River. See Drainage Report for details.

Additional / New IMEG Comments: The resubmitted preliminary drainage report states (on page 2) that the outfall from the on-site Full Spectrum (water quality – detention) facility still will be discharged, at less than historical runoff rates, to the Hillsboro Ditch. However, the Appendix I -Proposed Offsite Storm Sewer Alignment figure in the report appears to agree with the Atwell Response above about bypassing the Hillsboro Ditch. The question regarding where the stormwater discharges will be directed should be clarified to the Town's satisfaction, and the documentation/reports consistently updated.

5. **100 Year Flood Plain:** The applicant's submittal package identifies that the site is not within a regulatory 100-Year floodplain.
6. **Site Access:** The current Preliminary Plans indicate three (3) proposed connections to the existing public streets adjacent to the subdivision, one on the north to Highway 60, and two on the west to Co. Road 13. All three locations are indicated as full movement connections.
- The proposed connection to Hwy 60 (Carlson Boulevard) is located approximately 1880' +/- east of Co. Road 13, roughly across Hwy 60 from existing Zach Street to the north. The two connections (Zach Street) and Carlson Boulevard should line up. Currently, as shown, there appears to be a 30-foot +/- offset. The Carlson Boulevard centerline should be shifted west to line up the two intersections.
 - A second connection to Hwy 60, from the Tract O commercial parcel was shown in the prior submittal. While not shown in current plans, a future driveway connection may be proposed. That connection, and appropriate design/traffic considerations, will need to be addressed to Town and CDOT requirements when proposed.
 - The proposed connections to Co. Road 13 are located 825' +/- and 1580' south of Hwy 60. The first connection (825' +/- south) appears to be directly across from and proposed as an extension of, existing Carlson Blvd on the west side of Co. Road 13. Likewise, the second connection (1580' +/- south) appears to be directly across from and proposed as an extension of existing Silverbell Drive.



- d. **Prior comment & response:** The Preliminary Plans show Co. Road 13 improved to 4 lanes, with painted center or raised median and with turn lane pockets (as compared to its current 2-lanes). The proposed "typical" cross section for Co. Road 13 should be provided in the plans. The development may be required to construct the Co. Road 13 improvements, and to dedicate any necessary additional ROW on the east.

Atwell Response: *Typical sections added for Road 13. ROW is being dedicated along Road 13 to accommodate build-out of half of the full section. ROW dedication labelled.*

- e. **Prior comment & response:** The Preliminary Plans appear also to show Hwy 60 as improved to a 4 lane with painted center or raised median, with turn lane pockets (as compared to its current two lanes, with painted left turn lane). The proposed "typical" cross section for Hwy 60 should be provided in the plans. The development may be required to construct the Hwy 60 improvements, and to dedicate any necessary additional ROW on the south.

Atwell Response: *Typical sections added for Hwy 60. ROW is being dedicated along Hwy 60 to accommodate build-out of half of the full section. ROW dedication labelled.*

Additional / New IMEG Comment: We concur that additional ROW is shown along the east side of Co. Road 13. However, we do not see where (what) additional ROW along the south side of Hwy 60 is proposed. This should be resolved (as appropriate).

- f. **Additional / New IMEG Comment:** Review and comments on the proposed subdivision streets, intersections and necessary improvements to Co. Road 13 and/or Hwy 60 should be obtained from the Town Traffic Consultant. It is our understanding that a traffic impact analysis for the proposed Johnstown Village development has been provided to and reviewed by the Town Traffic Consultant.

Additional / New IMEG Comment: Typical Street Cross Sections have been included in the current submittals. The Major Arterial and Major Residential Collector sections are in agreement with the Town standards. The Local Street Section and Local Street Section with Utilities sections are NOT in agreement with Town standards. The Local Street Sections indicate a 32' FL-FL section, while the Town standard requires a 32' lip-lip section (e.g. 36' FL-FL). Unless the Town wishes to grant a variance from the Town's Standard, the Johnstown Village design should be revised appropriately.

OTHER SPECIFIC ENGINEERING COMMENTS:

General:

1. Only those documents/sheets/pages for which we have specifically identified comments are listed. Comments provided also may apply to other sheets/locations in the Project documents. The applicant's professional(s) should verify that the item(s) are addressed throughout the documents consistently, as applicable.



Preliminary Engineering Plans

2. **Prior comment & response:** Sheets 2 & 3 – Preliminary Engineering Plans:
 - a. 50' and 30' pipeline easements are labeled between Hwy 60 and Carlson Boulevard (across the easterly end of the 20.45-acre commercial parcel) and then also along the west end of the development (south along east side of Co. Road 13). What the pipelines are should be identified, and documentation should be provided demonstrating that placement of a Public Street over these easement is allowed by the easement holder(s)/easement terms, and that the Town is agreeable to accept a public street over the easement(s). Otherwise, it may be necessary to revise the subdivision layout to place the easement(s) within a Tract, outside of the proposed street rights-of-way.

Atwell Response: Documentation request proceeding now.

Additional / New IMEG Comments:

Preliminary Plat

3. Any proposed additional ROW along the south side of Hwy 60 (see prior comments) should be shown and labeled (with dimensions /width).
4. All existing and proposed easement(s) (including proposed widths) should be shown/labeled on the Plat.
5. There are two (2) separate streets, both named Gareth Lane or Gareth LN, shown on most of the documents. On the Plat, these two streets are shown as Garth Ln and Gareth Ln. Two streets within the subdivision should NOT have the same, or very similar, names. All street names must be approved by the Town and the FRFRA, and then should be reflected in the Plat and Project documents accordingly.

Preliminary Drainage Report

1. The storm water management concept proposed appears generally acceptable. Preliminary sizing information for the full spectrum detention facility has been included, and also appears generally acceptable. Complete detailed design and supporting documentation for the entire storm system will be required before approvals as/if the Project design moves forward into full engineering design.

Preliminary Project Summary Letter

No additional comments at this time.

Comment Response Letters

No additional comments at this time.



Recommendation

We have raised issues in our comments above, and in the provided PDF markups, that should be resolved to the satisfaction of the Town before approval of the proposed Johnstown Village development concept. Major item(s) noted include resolution of the water and sanitary system modeling, confirmation that adequate water supply/delivery (including fire protection) will be available throughout the proposed development, and resolution of the downstream sanitary sewer system capacity issues.

Once the issues and questions we have noted are resolved to the Town's satisfaction, we have no Town Engineering objection to the Johnstown Village general preliminary development concept. However, if the Town elects to grant approval(s) prior to confirmation of resolution of all of our comments, we recommend any approval(s) be granted contingent upon subsequent final engineering approval also being obtained.

Once the above noted comments are addressed, the Applicant's Professional(s) should submit one hard copy (and one PDF copy) of the updated submittals directly to our attention for additional Town Engineering review.

If there are any questions regarding any of our comments, or if further clarification is desired, please contact me.

Sincerely,

IMEG, as Town Engineer for Johnstown



Gregory A. Weeks, PE, LEED ® AP





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March 16th, 2018

John Franklin
Town of Johnstown
450 South Parish Avenue
Johnstown, Colorado 80534

**RE: Johnstown Village
Preliminary Development Plan Comments 2-12-28
TSG Job No. 127-088 (17002031.00)**

Dear Mr. Franklin,

We have reviewed your comments dated March 12, 2018 on the Preliminary Plat for Johnstown Village. Our responses to your comments are noted below (in ***bold italics***).

GENERAL COMMENTS

NOTE: Most of the comments we had provided in our prior letter (9/28/17 on the first submittals for the proposed development) still are applicable. Atwell has addressed many of those prior comments. However, some remain and there are some new ones. We have included below some of those earlier comments along with Atwell's responses, and our additional comments, to provide a more complete current review. In addition to the more general comments presented in this letter, we also are providing more detailed technical comments (via PDF markups of the various documents).

1. Site Location: Per the current preliminary plat submittal, the project encompasses proposed development of approximately 139** acres bounded by Weld County Road 13 (Colorado Blvd.) on the west, by Colorado State Highway 60 on the north, by the Great Western Railroad on the south, and by farmland on the east. The proposed development consists of a mix of detached single family residential, attached single family residential, multi-family, and commercial development. (** Prior submittals indicated 141 acres).

Atwell Response: Site is 139 acres.

2. Public Water: The Preliminary Engineering Plans (Sheets 4 & 5) indicate proposed connections to the existing public water system in Highway 60 (1 location) and Co. Road 13 (3 locations), with looped water mains following proposed public roadways throughout the subdivision.

a. Prior comments & responses: The Town Water Master Plan indicates the following intended public water main backbone around/adjacent to this development location:

i. A 10-inch water main along the east side of the development. There is an existing hydrant and 10-inch stub provided off of the 16-inch transmission main near the north-east corner of the proposed subdivision (immediately to the west of the indicated Public Service Natural Gas Station).

Atwell Response: A 10-inch water main is proposed along the east side of the Site making connection to the existing stub-out.



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ii. A 10-inch water main across the south side of the site, looped west from the 10-inch main along the east side to an existing/proposed 12-inch main in Colorado Blvd.

Atwell Response: A 10-inch water main is proposed along the south side of the Site making connection to the existing 12-inch water line. A more detailed connection will be provided pending future survey and locates.

Additional / New IMEG Comments: The current plans show a proposed Thornton water main easement (for future Thornton main) partially across the south side of the site, and then up through the central portion of the site from south to north. It is our understanding that Johnstown and Thornton have identified that this proposed alignment is not acceptable. Thornton would prefer their new line be routed straight up along the east side of the Johnstown Village development, essentially parallel to where the new 10" Town main is proposed (as indicated by the Town Water Master Plan). Thornton has questioned why the proposed new Town line could not be placed under the proposed streets in the subdivision – thus allowing the Thornton main to go along the east border.

It may be possible to accommodate the Thornton suggestion as follows:

- Upsize the proposed 8-inch water main from Hwy 60, south in Carlson Boulevard to Edwin Place, east to Caleb Circle, south to William Way, east to the east side of Tract C (Detention Pond site) and then south along Tract C to the SE Corner of the development.
- The currently proposed 8" main in those streets would need to be upsized to either 10", or possibly to 12". Atwell will need to update and run their development's water model to determine main sizes along this route (e.g. 10" or 12") necessary to provide equivalent delivery capacity and pressure to the SE corner of the development that the current proposed 10" main directly down the east side of the development would provide.

Atwell Response: The Thornton waterline is now routed along the eastern edge of the site. The recommended alignment for the proposed Town waterline has been implemented with one change. Rather than run along the eastern edge of the detention pond, the Town line traverses north underneath Logan Lane until reaching William at which point the line turns east and runs underneath William Way until reaching Caleb Circle.

b. Prior comment & response: A water system model and basis of design report should be prepared for the proposed subdivision to demonstrate projected demands, system pressures, and delivery capability throughout the subdivision. The evaluation parameters should be consistent with the Town design criteria (per Part III, Section 2 of the published Town Design Criteria and Construction Regulations).

Atwell Response: A Utility Report has been included with this submittal. The report covers projected demands and models the system.

Additional / New IMEG Comments: The water system modeling report "suggests" that the proposed water main system will be able to provide adequate capacity and pressure, during peak day + fire flow conditions to meet the Town standards. However, upon review of the information presented, we do not believe the demand projections modeled meet the requirements as outlined in Part III, Section 2.2 and 2.3 of the Town Design Criteria and Construction Regulations. The modeling report utilizes a population projection per dwelling unit of 2.79 persons



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for single family, and 2.1 per unit for multi-family. Town standards require use of 3.0 persons per dwelling unit. Because of using the lower factor, the flow demand utilized is based on a population projection approximately 16% smaller than Town standards require. Even with this “under projection”, the included modeling results suggest locations where the required minimum 20 psi residual pressure at peak day + fire flow may not be achieved.

The model should be updated appropriately and re-run. If adequate pressures are not maintained, some of the proposed internal water mains may need to be upsized from 8” to 10”.
Atwell Response: Persons per dwelling unit have been revised to 3.0 rather than 2.79 for all land uses.

Regarding inadequate pressures, the initial modelling did not reflect true proposed site grading i.e. the site slopes from northwest to southeast, away from the waterline connection points. The elevation at the northern most connection point was used for all waterline elevations. The model was updated with proposed elevations and therefore waterline elements were subsequently lowered and pressure heads increased at distances further from connection points. Two modelling scenarios are now shown to provide sufficient pressures: Maximum Daily Demand + Fire Flow and Peak Hour.

c. The Summary of average annual water requirements provided within the preliminary utilities report indicates an “Inside Use” demand of 263.62 acre-feet. However, based on the roughly 16% under projection of population noted above, that “Inside Use” projection does not appear appropriate. The analysis should reviewed/updated accordingly.

Atwell Response: The annual water requirements are not dependent on persons per dwelling, but land areas and uses and number of lots and units. No revision required.

d. The preliminary engineering plans (Sheets 7 & 8) show locations/spacing of proposed fire hydrants. For general planning (including analysis of available fire flows as part of the water system modeling referenced above), the proposed hydrant locations generally appear appropriate.

Atwell Response: Acknowledged. Per FRFR, three hydrants were added for increased coverage: FH-24 and FH-25 on Carlson Blvd and FH-26 on Brendan Way.

e. The proposed subdivision is within the Front Range Fire Recue Authority (FRFRA) service district. A copy of the water system modeling report, and Sheets 7 & 8 (showing proposed hydrant locations), should be provided to the FRFRA. The FRFRA should review and comment on acceptability of the fire protection and life-safety access for the subdivision.

Atwell Response: FRFR comments received and addressed in this submittal.

3. Public Sanitary: The preliminary engineering plans (Sheets 7 & 8) indicate proposed connections to the existing Clearview interceptor sewer at three locations along the south side of the site.

a. Prior comment & response: The Clearview Interceptor flows east to the Clearview Lift Station, with the force main from the Lift Station discharging north into the southwest corner of the Country Acres Subdivision, south of Colorado 60 and just east of CR 15 (Telep Ave.). The NW Interceptor flows east to CR 15, and then south to the same location at the southwest corner of the Country Acres Subdivision. The existing line east along the south side of the Country Acres Subdivision is capacity limited, and cannot accommodate the projected additional flows for the proposed Johnstown Village development. The projected correction to this capacity limitation is construction of a new gravity sewer extension of the Clearview Sewer east to the Johnstown Farms



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sewer, and elimination of the Clearview Lift Station (and its force main discharge to the SW corner of Country Acres Subdivision.) Capacity of the system downstream of the new connection to the Johnstown Farms sewer, including the existing Johnstown Farms Lift Station, must be analyzed, and possibly upgraded, to handle the proposed Johnstown Village flows.

Atwell Response: In following the WUP, all flows will be routed south to the Clearview main. The Clearview lift station is to be demolished/abandoned and a new main constructed to make connection east at the Johnstown Farms main. See Utility Report for details.

b. Prior comment & response: A sanitary system model and basis of design report should be prepared for the Johnstown Village subdivision to demonstrate projected sewage demands and system capacity throughout the subdivision. The evaluation parameters should be consistent with the Town Design Criteria (per Part IV, Section 1 of the published Town Design Criteria and Construction Regulations). The study also should address the sizing and capacity issues noted above (re: Clearview Sewer Extension et. al.).

Atwell Response: A Utility Report has been included with this submittal. The report covers projected demands and models the system. Capacity of the WWTP confirmed.

Additional / New IMEG Comments: Sanitary sewer demand projections and subsequent modeling results are included in the preliminary utilities report. The demand projections to determine average daily sanitary flows appear to comply with Town's standards for population per dwelling unit and flow per person. However, to determine the peak flows necessary for hydraulic capacity analysis of the sewer system, a "Peaking Factor" of only 1.50 was utilized. While specific peaking factor guidance is not provided in the Town of Johnstown criteria, normal sanitary design would be based on use of a peaking factor such as presented in the 10 States Standards, or by a system such as the City and County of Denver wastewater system. Based upon the flow and/or population equivalent projections for the Johnstown Village development, a peaking factor from approximately 3.76 (per City & County of Denver formula) to 3.92 (per 10 States Standards) would be more appropriate. Accordingly, the modeled Johnstown Village peak sanitary flows appear to approximately 2.5 to 2.6 times too low. The sanitary system modeling should be reworked, and the downstream sanitary sewer system capacity/design re-evaluated prior to approvals for this proposed development.

Atwell Response: Table 2.04.5 – Sewage Peak Flow Factors from the City and County of Denver Sanitary Sewer Technical Criteria Manual was used to calculate a more accurate peak factor. A peaking factor of 3.152 was determined for an average daily flow of 0.28 cfs. This calculation has been included within Appendix C – Wastewater Flows of the Preliminary Utilities Report. All wastewater flows have been recalculated with the new peaking factor.

4. Stormwater System:

Prior comment and response: The Preliminary Engineering Plans (Sheets 4 & 5) show a system of storm sewers within the proposed public streets / rights-of-ways to collect the storm drainage and direct it to a proposed Full Spectrum water quality and detention basin in the south-east corner of the subdivision. The Preliminary Drainage Report identifies that this Full Spectrum detention facility will limit the developed discharge rates to no greater than historical runoff rates (consistent with Town Policy). Ultimate discharge of the detained (rate restricted) flow is proposed to be directed via storm sewer approximately 1600 feet east to the Hillsborough Ditch. Subject to approval of approval from the Consolidated Hillsborough



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Ditch Company for this proposed discharge into their ditch, the proposed stormwater concept appears to be acceptable.

Atwell Response: Stormwater discharge is no longer proposed to be conveyed to the Hillsboro Ditch as the ditch does not have capacity. An alternate route will convey discharge in a RCP through private easements to the Little Thompson River. See Drainage Report for details.

Additional / New IMEG Comments: The resubmitted preliminary drainage report states (on page 2) that the outfall from the on-site Full Spectrum (water quality – detention) facility still will be discharged, at less than historical runoff rates, to the Hillsboro Ditch. However, the Appendix I -Proposed Offsite Storm Sewer Alignment figure in the report appears to agree with the Atwell Response above about bypassing the Hillsboro Ditch. The question regarding where the stormwater discharges will be directed should be clarified to the Town's satisfaction, and the documentation/reports consistently updated.

Atwell Response: Appendix I – Proposed Offsite Storm Sewer reflects the stormwater routing that will be executed in the final design. Page 2 two has been revised to state this. Discharge WILL NOT be released to the Hillsboro Ditch.

5. 100 Year Flood Plain: The applicant's submittal package identifies that the site is not within a regulatory 100-Year floodplain.

6. Site Access: The current Preliminary Plans indicate three (3) proposed connections to the existing public streets adjacent to the subdivision, one on the north to Highway 60, and two on the west to Co. Road 13. All three locations are indicated as full movement connections.

a. The proposed connection to Hwy 60 (Carlson Boulevard) is located approximately 1880' +/- east of Co. Road 13, roughly across Hwy 60 from existing Zach Street to the north. The two connections (Zach Street) and Carlson Boulevard should line up. Currently, as shown, there appears to be a 30-foot +/- offset. The Carlson Boulevard centerline should be shifted west to line up the two intersections.

Atwell Response: Carlson Blvd has been aligned with Zach Street.

b. A second connection to Hwy 60, from the Tract O commercial parcel was shown in the prior submittal. While not shown in current plans, a future driveway connection may be proposed. That connection, and appropriate design/traffic considerations, will need to be addressed to Town and CDOT requirements when proposed.

Atwell Response: Acknowledge. That additional connection will not be designed by this project. Any future connection will be addressed by the future developer of the commercial parcel.

c. The proposed connections to Co. Road 13 are located 825' +/- and 1580' south of Hwy 60. The first connection (825' +/- south) appears to be directly across from and proposed as an extension of, existing Carlson Blvd on the west side of Co. Road 13. Likewise, the second connection (1580' +/- south) appears to be directly across from and proposed as an extension of existing Silverbell Drive.

Atwell Response: Acknowledged.

d. **Prior comment & response:** The Preliminary Plans appear also to show Hwy 60 as improved to a 4 lane with painted center or raised median, with turn lane pockets (as compared to its current two lanes, with painted left turn lane). The proposed "typical" cross section for Hwy 60 should be



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provided in the plans. The development may be required to construct the Hwy 60 improvements, and to dedicate any necessary additional ROW on the south.

Atwell Response: Typical sections added for Hwy 60. ROW is being dedicated along Hwy 60 to accommodate build-out of half of the full section. ROW dedication labelled.

e. Prior comment and response: Review and comments on the proposed subdivision streets, intersections and necessary improvements to Co. Road 13 and/or Hwy 60 should be obtained from the Town Traffic Consultant. A traffic impact analysis for the proposed Johnstown Village development may be warranted, and may be requested by the Town Traffic Consultant.

Atwell Response: Acknowledged.

Additional / New IMEG Comment: We concur that additional ROW is shown along the east side of Co. Road 13. However, we do not see where (what) additional ROW along the south side of Hwy 60 is proposed. This should be resolved (as appropriate).

Atwell Response: ROW dedication is now shown on the preliminary engineering plans and preliminary plat.

f. Additional / New IMEG Comment: Review and comments on the proposed subdivision streets, intersections and necessary improvements to Co. Road 13 and/or Hwy 60 should be obtained from the Town Traffic Consultant. It is our understanding that a traffic impact analysis for the proposed Johnstown Village development has been provided to and reviewed by the Town Traffic Consultant

Atwell Response: In the comment letter provided to Henry Design Group on February 12th, John Franklin stated that, "The Transportation Impact Study (December 2017, Signed and stamped January 4, 2018, Delich Associates) adequately and appropriately addresses the traffic impacts of this development."

Additional / New IMEG Comment: Typical Street Cross Sections have been included in the current submittals. The Major Arterial and Major Residential Collector sections are in agreement with the Town standards. The Local Street Section and Local Street Section with Utilities sections are NOT in agreement with Town standards. The Local Street Sections indicate a 32' FL-FL section, while the Town standard requires a 32' lip-lip section (e.g. 36' FL-FL). Unless the Town wishes to grant a variance from the Town's Standard, the Johnstown Village design should be revised appropriately.

Atwell Response: The cross sections and plan base have been corrected to reflect.

OTHER SPECIFIC ENGINEERING COMMENTS:

General:

1. Only those documents/sheets/pages for which we have specifically identified comments are listed. **Comments provided also may apply to other sheets/locations in the Project documents.** The applicant's professional(s) should verify that the item(s) are addressed throughout the documents consistently, as applicable.

Atwell Response: Acknowledged.

Preliminary Engineering Plans:

2. **Prior comment & response:** Sheets 2 & 3 – Preliminary Engineering Plans:



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a. 50' and 30' pipeline easements are labeled between Hwy 60 and Carlson Boulevard (across the easterly end of the 20.45-acre commercial parcel) and then also along the west end of the development (south along east side of Co. Road 13). What the pipelines are should be identified, and documentation should be provided demonstrating that placement of a Public Street over these easement is allowed by the easement holder(s)/easement terms, and that the Town is agreeable to accept a public street over the easement(s). Otherwise, it may be necessary to revise the subdivision layout to place the easement(s) within a Tract, outside of the proposed street rights-of-way.

Atwell Response: Documentation request proceeding now.

Additional / New IMEG Comments:

Preliminary Plat

3. Any proposed additional ROW along the south side of Hwy 60 (see prior comments) should be shown and labeled (with dimensions /width).

Atwell Response: ROW dedication is now shown on the preliminary engineering plans and preliminary plat.

4. All existing and proposed easement(s) (including proposed widths) should be shown/labeled on the Plat.

Atwell Response: All easements labeled and dimensioned.

5. There are two (2) separate streets, both named Gareth Lane or Gareth LN, shown on most of the documents. On the Plat, these two streets are shown as Garth Ln and Gareth Ln. Two streets within the subdivision should NOT have the same, or very similar, names. All street names must be approved by the Town and the FRFRA, and then should be reflected in the Plat and Project documents accordingly.

Atwell Response: One street is now called Gareth Lane and one street called Gareth Street.

Preliminary Drainage Report

1. The storm water management concept proposed appears generally acceptable. Preliminary sizing information for the full spectrum detention facility has been included, and also appears generally acceptable. Complete detailed design and supporting documentation for the entire storm system will be required before approvals as/if the Project design moves forward into full engineering design.

Atwell Response: Acknowledged. Detailed design to be completed during final design.

Preliminary Project Summary Letter

No additional comments at this time

Comment Response Letters

No additional comments at this time

Recommendation

We have raised issues in our comments above, and in the provided PDF markups, that should be resolved to the satisfaction of the Town before approval of the proposed Johnstown Village development concept. Major item(s) noted include resolution of the water and sanitary system modeling, confirmation that



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adequate water supply/delivery (including fire protection) will be available throughout the proposed development, and resolution of the downstream sanitary sewer system capacity issues.

Once the issues and questions we have noted are resolved to the Town's satisfaction, we have no Town Engineering objection to the Johnstown Village general preliminary development concept. However, if the Town elects to grant approval(s) prior to confirmation of resolution of all of our comments, we recommend any approval(s) be granted contingent upon subsequent final engineering approval also being obtained.

Once the above noted comments are addressed, the Applicant's Professional(s) should submit one hard copy (and one PDF copy) of the updated submittals directly to our attention for additional Town Engineering review.

Atwell Response: Acknowledged.

If there are any questions regarding any of our comments, or if further clarification is desired, please contact me.

A PDF of the Preliminary Plat plans have been attached with this submittal. Feel free to contact me with any questions or concerns.

Sincerely,

Owen Sandford, E.I.
Engineer
Atwell, LLC

FIRE AUTHORITY



FRONT RANGE FIRE RESCUE

PO Box 130, Milliken, CO 80543

970-587-4464 / Fax: 970-587-0324

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PLAN REVIEW COMMENTS

Applicant: Kevin Rohrbough – Atwell Group, LLC

Project: Johnstown Village – 2nd Submittal

Materials Provided for Review: 02/12/2018

These comments pertain to a set of revised plans and information for the proposed Johnstown Village mixed use subdivision. Original comments from Front Range Fire Rescue, dated 09-29-2017, are still applicable. The 2nd Submittal Plans for this development were not provided by the applicant. Rather, they were provided by Greg Weeks, Town Engineer for Johnstown. The subdivision is proposed for the southeast corner of Highway 60 and County Road 13, within Front Range Fire Rescue jurisdiction. Original comments were provided by FRFR on 09-29-2017.

PLAN REVIEW REQUIREMENTS

All future plans and plats that are submitted to the Town of Johnstown for preliminary and/or final approval of development plans shall also be submitted to Front Range Fire Rescue for review and comment prior to approval.

Plans for construction of Multifamily Residential and/or Commercial buildings shall be submitted to Front Range Fire Rescue for review and concurrent issuance of building permits. Plan review fees will be charged by FRFR as specified in the adopted and attached Plan Review and Permit Fee Schedule.

FIRE DEPARTMENT IDENTIFICATION

Information on the Preliminary Plat lists the fire department name incorrectly as Johnstown Fire Protection District. Please correct fire department name on all documents to reflect correct name of Front Range Fire Rescue Fire Protection District.

STREET NAMES

Information within the Preliminary Plat, Preliminary P.U.D., and Preliminary Phasing Plans indicate that two streets within the proposed subdivision are proposed to be named Garth Lane and Gareth Lane. Per Town of Johnstown standards and fire code requirements, street names must be distinctly different from any current or proposed street names within Johnstown.

EMERGENCY VEHICLE ACCESS

Town Engineer comments on Sheet 2 of the Preliminary Phasing Plan indicate a recommendation that the proposed Carlson Blvd be aligned with Zach Street, located immediately to the north. FRFR agrees with that recommendation to decrease potential for traffic accidents.



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Original comments provided by FRFR on 09-29-2017 indicated that fire apparatus access roads, including cul-de-sacs, shall comply with Appendix D of the International Fire Code. This requires minimum turning radius of 25 feet inside, 50 feet outside, or must meet the B40 turning template.

Appendix D of the 2006 International Fire Code provides the following requirements for street widths: Fire apparatus access roads 20 to 26 feet wide shall be posted on both sides as a fire lane. Fire apparatus access roads more than 26 feet wide to 32 feet wide shall be posted on one side of the road as a fire lane.

WATER SUPPLY

The following comments are based on Sheets 7 and 8 of the Preliminary Engineering Report – Preliminary Utility Plan:

Average spacing for fire hydrants in commercial and residential developments shall comply with Sections 508.5.1 through 508.5.6, and Appendix C, of the 2006 International Fire Code, as amended and adopted by the Town of Johnstown.

1. There is inadequate fire hydrant coverage on the section of Carlson Blvd between Highway 60 and Edwin Place.
2. There is inadequate fire hydrant coverage on the section of Carlson Blvd between County Road 13 and Silverbell Drive.
3. Hydrant coverage on and around Brenden Way appears to be inadequate – No hydrants appear to be located on this street or within required distance of all lots.

FIRE FLOW CALCULATIONS

The following comments are based on the Preliminary Utilities Report:

1. Verify Fire Flow Demand values listed in Appendix A for Multifamily Residential comply with Appendix B and Table B105.1 in the 2006 International Fire Code. Local IFC amendment allows up to a 50% reduction in fire flow if buildings are provided with an approved automatic sprinkler system. Multifamily Residential (36,000 sq-ft Type V-B construction): Table B105.1 indicates 5,250 gpm with a flow duration of 4 hours. Calculation shown of 2,500 gpm is greater than a 50% reduction.
2. Appendix A: Water Demand and Storage Calculations indicates a fire flow demand for single family residential of 1,000 gpm, with an assumption of <3,600 sq-ft. Appendix B: Water Hydraulic Analysis and Modeling – Fire Hydrant and Fire Line Results uses a fire flow value of 1,500 gpm for all fire hydrants serving single-family homes. Remove conflict between these two appendices.



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3. Hydrant FL-CM: Fire flow calculations show inadequate fire flows from this hydrant, with a flow pressure of 2 psi.
4. Hydrant FL-MF-2: Fire flow calculations show inadequate fire flows from this hydrant, with a flow pressure of 15 psi.
5. Hydrant FL-SF-A: Fire flow calculations show inadequate fire flows from this hydrant, with a flow pressure of 19 psi.
6. Calculations have not been provided for Maximum Daily Demand + Fire Flow.



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March 16th, 2018

Tyler Drage
Front Range Fire Rescue
100 Telep Avenue
Johnstown, CO 80534

RE: Johnstown Village – 2nd Submittal

Dear Mr. Drage,

We have reviewed your comments dated February 12th, 2017 on the Preliminary Plat for Johnstown Village. Our responses to your comments are noted below (in *bold italics*).

These comments pertain to a set of revised plans and information for the proposed Johnstown Village mixed use subdivision. Original comments from Front Range Fire Rescue, dated 09-29-2017, are still applicable. The 2nd Submittal Plans for this development were not provided by the applicant. Rather, they were provided by Greg Weeks, Town Engineer for Johnstown. The subdivision is proposed for the southeast corner of Highway 60 and County Road 13, within Front Range Fire Rescue jurisdiction. Original comments were provided by FRFR on 09-29-2017.

PLAN REVIEW REQUIREMENTS

All future plans and plats that are submitted to the Town of Johnstown for preliminary and/or final approval of development plans shall also be submitted to Front Range Fire Rescue for review and comment prior to approval.

Atwell Response: Acknowledged. Future submittals to be made directly FRFR.

Plans for construction of Multifamily Residential and/or Commercial buildings shall be submitted to Front Range Fire Rescue for review and concurrent issuance of building permits. Plan review fees will be charged by FRFR as specified in the adopted and attached Plan Review and Permit Fee Schedule.

Atwell Response: Acknowledged.

FIRE DEPARTMENT IDENTIFICATION

Information on the Preliminary Plat lists the fire department name incorrectly as Johnstown Fire Protection District. Please correct fire department name on all documents to reflect correct name of Front Range Fire Rescue Fire Protection District.

Atwell Response: Department name corrected throughout submittal.

STREET NAMES

Information within the Preliminary Plat, Preliminary P.U.D., and Preliminary Phasing Plans indicate that two streets within the proposed subdivision are proposed to be named Garth Lane and Gareth Lane. Per Town of Johnstown standards and fire code requirements, street names must be distinctly different from any current or proposed street names within Johnstown.

Atwell Response: One street is now called Gareth Lane and one street called Gareth Street.



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EMERGENCY VEHICLE ACCESS

Town Engineer comments on Sheet 2 of the Preliminary Phasing Plan indicate a recommendation that the proposed Carlson Blvd be aligned with Zach Street, located immediately to the north. FRFR agrees with that recommendation to decrease potential for traffic accidents.

Atwell Response: Carlson Blvd has been aligned with existing Zach Street.

Original comments provided by FRFR on 09-29-2017 indicated that fire apparatus access roads, including cul-de-sacs, shall comply with Appendix D of the International Fire Code. This requires minimum turning radius of 25 feet inside, 50 feet outside, or must meet the B40 turning template.

Atwell Response: Fire lanes have been ensured to accommodate the required minimum turning radii by running a B40 template through the site with AutoTurn.

WATER SUPPLY

The following comments are based on Sheets 7 and 8 of the Preliminary Engineering Report – Preliminary Utility Plan:

Average spacing for fire hydrants in commercial and residential developments shall comply with Sections 508.5.1 through 508.5.6, and Appendix C, of the 2006 International Fire Code, as amended and adopted by the Town of Johnstown.

1. There is inadequate fire hydrant coverage on the section of Carlson Blvd between Highway 60 and Edwin Place.

Atwell Response: Fire hydrant added on Carlson Blvd. See fire hydrant FH-24 page 22 of Utility Report.

2. There is inadequate fire hydrant coverage on the section of Carlson Blvd between County Road 13 and Silverbell Drive.

Atwell Response: Fire hydrant added on Carlson Blvd. See fire hydrant FH-25 page 24 of Utility Report

3. Hydrant coverage on and around Brenden Way appears to be inadequate – No hydrants appear to be located on this street or within required distance of all lots.

Atwell Response: Fire hydrant added on Brenden Way. See fire hydrant FH-26 on page 26 of Utility Report.

FIRE FLOW CALCULATIONS

The following comments are based on the Preliminary Utilities Report.

1. Verify Fire Flow Demand values listed in Appendix A for Multifamily Residential comply with Appendix B and Table B105.1 in the 2006 International Fire Code. Local IFC amendment allows up to a 50% reduction in fire flow if buildings are provided with an approved automatic sprinkler system. Multifamily Residential (36,000 sq-ft Type V-B construction): Table B105.1 indicates 5,250 gpm with a flow duration of 4 hours. Calculation shown of 2,500 gpm is greater than a 50% reduction.



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Atwell Response: 36,000(32,601-36,000) sq-ft of Type V-B construction corresponds to 5,000gpm per the 2006 IFC. 36,001 sq-ft corresponds to 5,250gpm. This fire flow is to remain in the Utility Report. See attached reference at the end of this response letter.

2. Appendix A: Water Demand and Storage Calculations indicates a fire flow demand for single family residential of 1,000 gpm, with an assumption of <3,600 sq-ft. Appendix B: Water Hydraulic Analysis and Modeling – Fire Hydrant and Fire Line Results uses a fire flow value of 1,500 gpm for all fire hydrants serving single-family homes. Remove conflict between these two appendices.

Atwell Response: The fire flow stated in the storage calculations was incorrect. The fire flow used has been revised to 1,500 gpm.

3. Hydrant FL-CM: Fire flow calculations show inadequate fire flows from this hydrant, with a flow pressure of 2 psi.

Atwell Response: The initial modelling did not reflect true proposed site grading i.e. the site slopes from northwest to southeast, away from the waterline connection points. The elevation at the northern most connection point was used for all hydrant elevations. The model was updated with proposed elevations and therefore fire hydrants were subsequently lowered and pressure heads increased at distances further from connection points. All fire flows are now provided at pressure above 20 psi of residual pressure.

4. Hydrant FL-MF-2: Fire flow calculations show inadequate fire flows from this hydrant, with a flow pressure of 15 psi.

Atwell Response: See response above.

5. Hydrant FL-SF-A: Fire flow calculations show inadequate fire flows from this hydrant, with a flow pressure of 19 psi.

Atwell Response: See response above.

6. Calculations have not been provided for Maximum Daily Demand + Fire Flow.

Atwell Response: Two scenarios are now modelled in the utility report: Maximum Daily Demand + Fire Flow and Peak Hour.

A PDF of the Preliminary Plat plans have been attached with this submittal. Feel free to contact me with any questions or concerns.

Sincerely,

Owen Sandford, E.I.
Engineer
Atwell, LLC

TRAFFIC ENGINEERING



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

October 16, 2017

MEMORANDUM

TO: John Franklin

FROM: Charles M. Buck, P.E., PTOE

SUBJECT: Johnstown Village
FHU Reference No. 199201-01

I have reviewed the materials provided for Johnstown Village. This primarily residential development is located in the southeast quadrant of the SH 60/Colorado Boulevard intersection. Proposed land uses include 285 single family homes, 145 townhomes, 118 apartments, and a 60,000-square foot community recreation center. Future land uses (not a part of this development proposal) would include a commercial site in the southeast corner of the SH 60/Colorado Boulevard intersection.

The submittal materials include the Project Narrative (Henry Design Group), Transportation Impact Study (Delich Associates), Preliminary Plat (Atwell), Preliminary Phasing Plans (Atwell), and Preliminary Engineering Plans (Atwell). I have examined these materials specifically from the perspective of traffic engineering and transportation planning but not general civil or utility engineering. I have the following comments:

Narrative

- Page 1 of the Narrative discusses alternative uses for the 8.7-acre community Recreation center site. If the rec center is not built, then the intent is to build multi-family residential at a density of 18 dwelling units per acre (about 156 units).

Transportation Impact Study

- Relative to the above comment, note that the traffic impacts of the potential multi-family residential alternative are not addressed in the Transportation Impact Study (TIS). If this alternative were to be moved forward, an update or addendum to the TIS should be provided.
- In general, I agree with the analyses, methods, assumptions, and findings documented in the report. There are, however, some discrepancies and typographical errors which occur throughout the report. An updated report, or addendum, may be appropriate.

- In Table 2, Trip Generation, the analysis results in about 6,370 trips per day, 490 AM peak hour trips, and 598 PM peak hour trips. However, the site generated traffic assignment on Figure 8 shows 444 AM peak hour trips and 599 PM peak hour trips. These discrepancies are not great, but the impacts to level of service, signal warrants, and intersection improvements should be verified for the AM peak hour condition. Note also that this table references Johnstown Plaza, rather than Johnstown Village.
- The 2022 background volumes are provided on Figure 7, LOS analyses are included in the appendix, and the results are discussed in subsequent sections of the report. However, although background traffic for the projected year 2035 is discussed on page 11, a figure depicting the projections is not provided, and LOS analyses of the 2035 background condition were not conducted. It would be helpful to have similar information as was provided for 2022 to compare traffic conditions in 2035 both with and without the proposed development.
- On page 17, the first paragraph seems to say that the SH 60/Zach Street (Street A) and Colorado Boulevard/Carlson Boulevard (Street A) intersections would meet the peak hour signal warrant, but likely would not meet any other warrants (such as the eight-hour and four-hour volume warrants). Based on the analyses provided in Appendix D of the report, I would concur that it is unlikely that either intersection would meet signal warrants in 2035. In the report conclusions (page 27), it is reiterated that the intersections would meet the peak hour warrants. Based on this, traffic conditions at these two intersections should be periodically monitored, and appropriate traffic control measures taken, when warranted.
- Pages 17, 20, and 21 provide recommendations for auxiliary lanes at the site accesses and study area intersections. I have applied the TIS recommendations in my review of the Preliminary Engineering Plans from Atwell.
- The last paragraph on page 21 discusses left-turn storage requirements relative to intersection spacing along SH 60. I have considered the specified storage needs in my review of the Preliminary Engineering Plans from Atwell.
- Page 22 discusses LOS results and indicates delays and congestion (LOS F) for side-street operations along SH 60 and Colorado Boulevard. At SH 60/Zach Street (Street A) and Colorado Boulevard/Carlson Boulevard (Street A), traffic signals would allow for acceptable operations. As noted above, however, signals may not be warranted within the study's long term horizon.
- Page 24, Table 4 identifies Colorado Boulevard/Silverbell Drive as a signalized intersection. This is a typographical error – the analysis worksheets in the appendix are for two-way STOP sign control. Page 26, Table 5 has the same error.
- Page 27 has some extraneous text: the third bullet item refers to the "SH 60/Zack Reagan" intersection. The fifth bullet item has an extraneous fragment: "the afternoon peak hour".
- Also note the inconsistent use of Zack/Zach throughout report.

Preliminary Engineering Plans

- Access to SH 60 generally conforms to the Access Control Plan (ACP), Colorado Department of Transportation (CDOT). The site access aligning with Zach Street is identified on the ACP as an allowable signal location. The $\frac{3}{4}$ movement access to the commercial area is also identified on the ACP, as is a $\frac{3}{4}$ movement access serving future development on the north side of SH 60. Note that any access to SH 60 will be subject to CDOT review and approval, including access location, restriction, design, and traffic control.
- The typical cross section (Minor Residential Collector Section) shown on sheets 2 through 5 does not match Town of Johnstown standards, which specify 65 feet of right-of-way (ROW). Typical cross sections for local streets within Johnstown Village should also be depicted.
- Town standards specify a 36-foot flowline-to-flowline dimension for local residential streets, rather than the 32-foot dimension shown on the plans for the local streets.
- There is an extraneous 40-foot ROW call-out on Street B just south of the intersection at Street A; all local streets should have a 60-foot ROW.
- SH 60 and Colorado Boulevard are both shown as four-lane roadways. Typical cross sections for these roadways should be shown. Note that, per Johnstown standards, SH 60 should have 150 feet of ROW; Colorado Boulevard should have 120 feet of ROW. This development will need to dedicate sufficient ROW adjacent to the site.
- The plans should show the existing intersections at SH 60/Zach Street, Colorado Boulevard/Carlson Boulevard, and Colorado Boulevard/Silverbell Drive to show how the proposed site accesses, and their proposed improvements, relate to these existing intersections.
- Related to the above comment, existing conditions at SH 60/Zach Street are ignored. The plans show a westbound acceleration lane on SH 60 for left-turns exiting the Johnstown Village site at Street A. However, this will be a four-way intersection! This space is already occupied by an existing eastbound left-turn lane here serving existing residences on the north side of SH 60. This lane is currently about 450 feet in length (including taper); per the TIS, however, a length of 475 feet is required (313 feet of full-width plus 162 feet of taper).
- The westbound left-turn lane on SH 60 at the $\frac{3}{4}$ access measures about 380 feet (213 feet of full-width lane plus 157 feet of taper). The TIS specifies 665 feet for this dimension (443 feet of full-width plus 222 feet of taper).
- There is a spacing issue on SH 60 between the existing intersection at Zach Street and the proposed $\frac{3}{4}$ movement access. Per the TIS, the westbound left-turn lane at the $\frac{3}{4}$ access should be 665 feet, 222 feet of which would be taper. The eastbound lane at Zach Street should be 475 feet, 162 feet of which would be taper. Assuming these back-to-back turn lanes would share the larger 222 taper, the total back-to-back length would be 443 plus 313 plus 222 feet of shared taper, for a total of 978 feet. Per the plans, however, there is only about 743 feet between the accesses. Consideration should also be given as to how these lanes affect/are affected by the future $\frac{3}{4}$ movement access to serve the north side development. Note that the TIS discusses SH 60 spacing issues on page 21.

October 16, 2017
Memorandum to John Franklin
Page 4

- The intersection at SH 60/Colorado Boulevard, along with lane improvements identified in the TIS, are not depicted on these plans. This intersection will be impacted by the proposed development.
- The southbound left-turn lane on Colorado Boulevard at the intersection with Street A measures about 350 feet (230 feet of full-width lane plus 120 feet of taper). The TIS specifies 365 feet for this dimension (245 feet of full-width plus 120 feet of taper).
- The remaining access improvements depicted on the plans appear to meet the requirements of the TIS.

The above constitutes my review of the materials provided. Please call if you have any questions or if you need additional information.

OTHER AGENCIES

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: *September 19, 2017*

REFERRAL OF APPLICATION

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

Project: *Johnstown Village*

Location: *South of Hwy 60 and east of Colorado Blvd. (CR 13)*

Applicant: *Johnstown Village, LLC*

Please reply by: *October 19, 2017*

Tentative Planning and Zoning Commission Hearing: *October 25, 2017*

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:

Signature: _____

Date: _____

Agency: _____

Rev. 9/08

AGENDA ITEM 9B

**JOHNSTOWN
VILLAGE
(Massey)
(Preliminary Development Plan)**

**** PUBLIC HEARING PROCEDURE- Johnstown Village (Massey) Preliminary Development Plan***

- 1. Open public hearing**
- 2. Receive information from staff**
- 3. Ask to hear from anyone who supports the Preliminary Development Plan**
- 4. Ask to hear from anyone who opposes the Preliminary Development Plan**
- 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 Preliminary Development Plan.**

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Johnstown Village (Massey) Preliminary Development Plan (subject to the following conditions...).

For Denial: I move to deny approval of the Johnstown Village (Massey) Preliminary Development Plan.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 21, 2018

ITEM NUMBER: 9B

SUBJECT: *Public Hearing- Johnstown Village (Massey) Preliminary Development Plan

ACTION PROPOSED: Consider Johnstown Village (Massey) Preliminary Development Plan

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: The applicant, Johnstown Village, LLC has submitted a request for approval of Johnstown Village (Massey) Preliminary Development Plan for a 120±-acre parcel of land generally located east of Colorado Blvd. (CR 13) and South of State Hwy 60. The Preliminary Plat was considered earlier in the agenda.

The Preliminary Development Plan review process serves to identify development issues, and to determine possible means to resolving those issues, ahead of the major effort and expense of final platting and detailed civil engineering. The Preliminary Plat allows large parcels to be divided and developed in a logical, phased manner. Issues identified during this process are not expected to be fully resolved, and often become the foundation for special provisions in the development agreement(s) to follow.

Surrounding land uses include the following: north – State Hwy 60 south – agricultural; east – agricultural, and west – Colorado Blvd. and the Clearview PUD. The property slopes gradually to the south and east and is currently used for agricultural and rural residential purposes. The zoning for the property is Planned Unit Development-Mixed Use. The development is subject to the Massey 141 Annexation Agreement, approved in 2006. The applicant proposes 263 single family lots which range in size from 5400 sq.ft. to over 7000 sq.ft. in area. The proposed distribution is: 126 lots (48% of total) are 5,400-5,999sq.ft.; 61 lots (23%) are 6,000-7,000sq.ft. and; 76 lots (29%) are 7,000 sq.ft. and above. Proposed minimum dwelling size in 1400 sq.ft. of livable area. In addition, approximately 13.82 acres are proposed as single family attached, and 12.97 acres are proposed for multi-family residential. Proposed maximum density is 5 units per acre for single family detached, 12 units per acre for single family attached and 18 units per acre for multi-family. Up to 659 dwelling units could be developed on the property at a maximum overall density of 5 units per acre.

The Planning and Zoning Commission held a public hearing and, upon review, voted unanimously to recommend approval of the Johnstown Village Preliminary Development Plan subject to conditions, as follows:

1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies - many of which have been responded to by the applicant - shall at final plat(s) be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council for consideration.
2. Offsite sanitary sewer and improvements shall be included with the initial final plat submittal.
3. Street names will be finalized with the developer and approved by the Town with first final plat.
4. A Final Site Development Plan shall accompany each final plat application.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the Johnstown Village Preliminary Plan, subject to certain conditions being satisfied.

SUGGESTED MOTIONS:

For Approval: I move to approve the Johnstown Village Preliminary Plan (subject to the following conditions...).

For Denial: I move to deny approval of the Johnstown Village Preliminary Plan.

Reviewed:


Town Manager

PRELIMINARY DEVELOPMENT PLAN

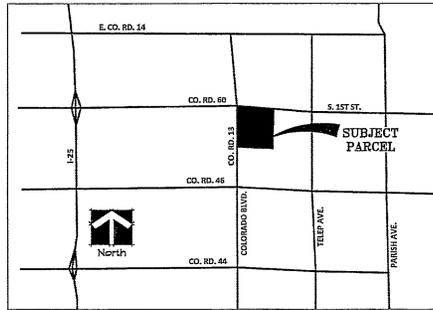
JOHNSTOWN VILLAGE

PRELIMINARY P.U.D.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

VICINITY MAP

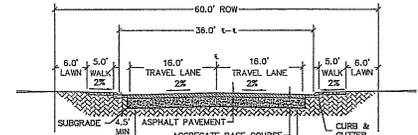
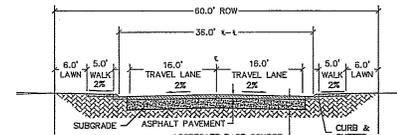
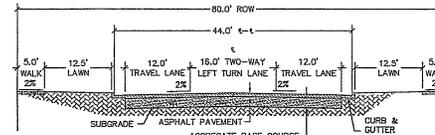
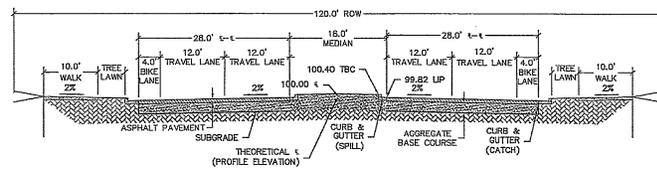
SCALE: 1" = 1,000'



LAND USE SUMMARY

LAND USE	AREA IN ACRES	PERCENT OF TOTAL
SFD LOTS (263)	39.46	28.32
OPEN SPACE TRACTS	11.09	7.98
PARKS	5.34	3.83
DETENTION	9.05	6.49
RIGHT-OF-WAY	26.19	18.79
FUTURE MULTI-FAMILY	12.97	9.31
FUTURE SINGLE FAMILY ATTACHED	13.82	9.92
FUTURE COMMERCIAL	20.44	14.87
DIRECTOR'S PARCEL (TRACT Q)	1.00	0.71
TOTAL	139.36	100%

TYPICAL STREET CROSS-SECTIONS



LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER BY A FOUND 2" ALUMINUM CAP STAMPED "A.M. HASKELL 1995 PLS 23500" AND AT THE NORTH QUARTER CORNER BY A FOUND 2-1/2" ALUMINUM CAP STAMPED "PETER A. BRYAN 1993 PLS 20673". SAID LINE BEARS SOUTH 86°25'53" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER;

THENCE SOUTH 28°05'34" EAST A DISTANCE OF 64.29 FEET TO A POINT OF NON-TANGENT CURVE ON THE NORTHERLY LINE OF COLORADO STATE HIGHWAY 60, AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°43'18", A RADIUS OF 5690.00 FEET, AN ARC LENGTH OF 256.97 FEET, A CHORD BEARING OF SOUTH 87°57'51" EAST, AND A CHORD LENGTH OF 266.94 FEET;

THENCE SOUTH 86°39'23" EAST A DISTANCE OF 2109.22 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EAST LINE SOUTH 00°09'09" EAST A DISTANCE OF 2551.84 FEET;

THENCE DEPARTING SAID EAST LINE NORTH 87°20'45" WEST A DISTANCE OF 2362.80 FEET TO A POINT 30.00 FEET EAST, WHEN MEASURED AT RIGHT ANGLES, OF THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG A LINE 30.00 FEET OF AND PARALLEL WITH SAID WEST LINE NORTH 00°25'03" WEST A DISTANCE OF 2577.45 FEET TO THE POINT OF BEGINNING;

CONTAINING 6,070,452 SQUARE FEET, OR 139.36 ACRES, MORE OR LESS.

APPLICANT:
Johnstown Villages, LLC
17 Beacon Hill Lane
Greenwood Village, CO 80111
303-766-9000

CIVIL ENGINEER:



163 103rd Boulevard, #700
Lafayette, CO 80128
303-462-1100

PLANNER +
LANDSCAPE ARCHITECT:



THE BERRY DESIGN GROUP
1500 14th Street, Suite 100
Boulder, CO 80502
Phone: 303-440-2100 Fax: 303-440-0100

JOHNSTOWN VILLAGE
Preliminary P.U.D.
Johnstown, Colorado

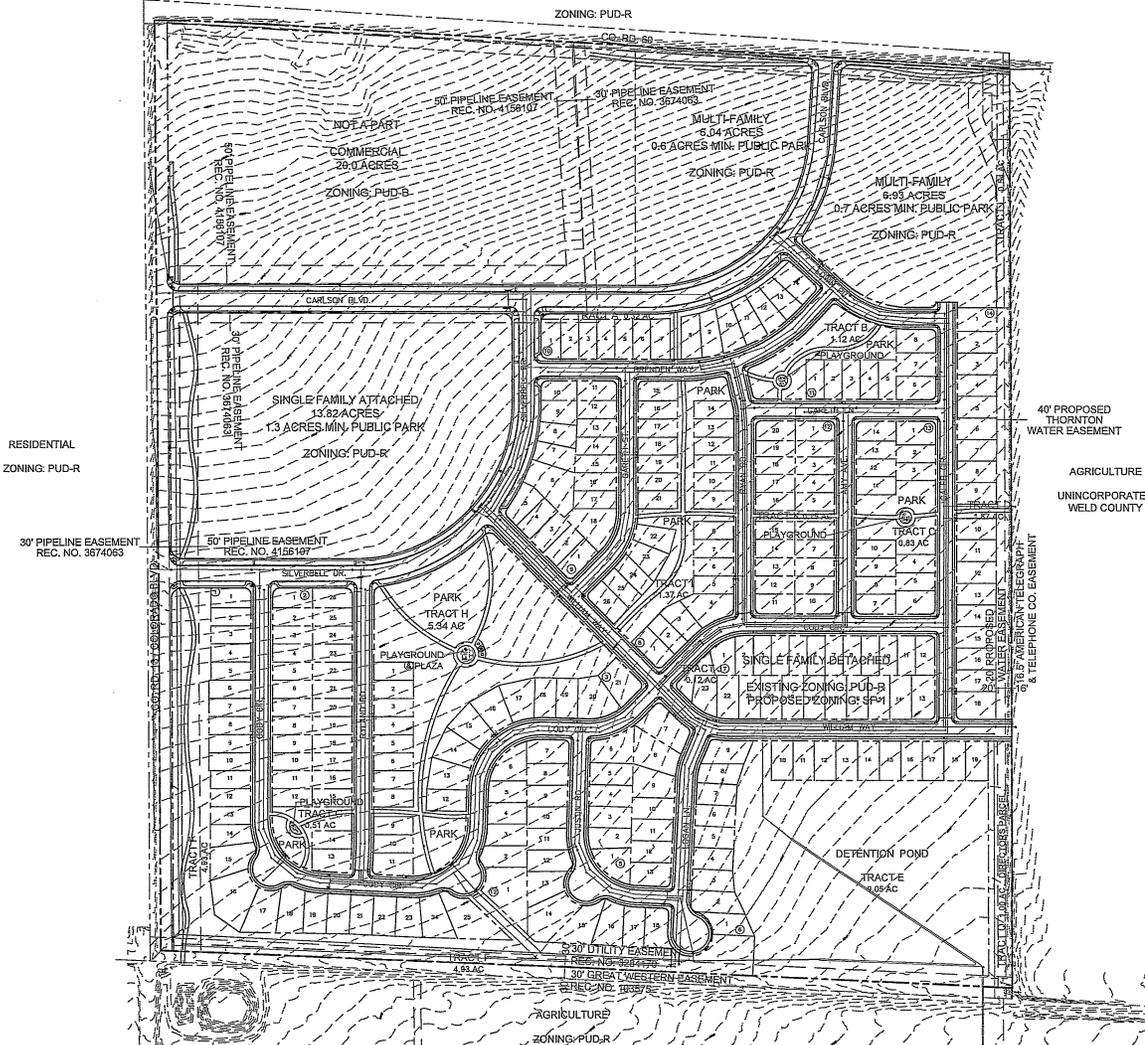
DRAWN BY: JY
CHECKED BY: KH
ISSUE DATE: 12-21-2017
REVISIONS: 3-21-2018

SHEET TITLE
COVER SHEET
SHEET NUMBER
1 COVER SHEET
2 PRELIMINARY P.U.D.
3-4 DEVELOPMENT STANDARDS

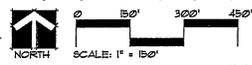
1 of 4

JOHNSTOWN VILLAGE PRELIMINARY P.U.D.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
RESIDENTIAL
& AGRICULTURE



○ PRELIMINARY P.U.D.



APPLICANT:
Johnstown Village, LLC
17 Beeson Hill Lane
Greenwood Village, CO 80111
303-760-0000

CIVIL ENGINEER:
ATWELL
145 Union Boulevard, #700
Lafayette, CO 80120
303-662-1100

PLANNER -
LANDSCAPE ARCHITECT:
H

THE HENRY DESIGN GROUP
1000 W. 100th Street, Suite 100
Greenwood Village, CO 80111
Phone: 303-444-1344 Fax: 303-444-4938

JOHNSTOWN VILLAGE
Preliminary P.U.D.
Johnstown, Colorado

DRAWN BY: JY
CHECKED BY: JKH
SCALE DATE: 12-21-2017
REVISIONS: 3-21-2018

SHEET TITLE:
Preliminary PUD

SHEET NUMBER:
2 of 4

JOHNSTOWN VILLAGE PRELIMINARY P.U.D.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

I. GENERAL INTENT

It is intended that Johnstown Village be a reasonably priced mixed use neighborhood with single family detached homes, single family attached/townhomes, multi-family homes and community serving commercial. Pedestrian and vehicular connections are provided into the adjacent neighborhoods to create a sense of community and to not separate this neighborhood from the existing residents to the west and north and future residents to the east and south.

Johnstown Village will be a quality community with a homeowners' association or truste' district responsible for maintenance of all common areas, landscaping, maintenance of the various open space areas and internal park areas. Attention will be taken to incorporate the landscape areas along the perimeter streets into the community so that a statement of quality is maintained throughout the development.

II. DESIGN INTENT

A. Buffering

The relationship to the perimeter arterial street as well as the collector streets will be very important. Therefore, the rear lot lines that abut these major exterior street frontages will be setback from the street right-of-way to provide additional landscape area and visual buffer, and allow the adjacent sidewalk to meander slightly. This is intended to create an attractive exterior streetscape for this community.

B. Landscaping

Community design elements will contribute to making Johnstown Village a quality community. These elements will include internal park amenity areas, connecting open space corridors, landscaped entry features and monumentation, appropriate lighting, pedestrian and bicycle circulation paths, street trees in front of each home, uniform perimeter fencing and other appropriate design features. The primary entry statement will be at the access point into the neighborhood from State Highway 60 and WCR 13. This area will include an entry monument sign with landscaping to provide a pleasing presentation from the street.

C. Trail Connections

Pedestrian and bicycle access will be provided along the arterial and collector streets' sidewalks that will link this residential area with developed areas of the Town. Trail linkages will also be provided within portions of the internal open space/park areas of Johnstown Village with eight foot wide paved trails. The focus of these trail connections will be connect meandering walks adjacent to arterial and collector streets to the sidewalk linkages from the residential areas and into the park/open space areas.

D. Parks and Open Space

A 5.34 acre neighborhood park central to the neighborhood provides the organizing element of the neighborhood. Pocket parks are planned to complement the neighborhood park. The neighborhood park includes a multi-purpose play field, picnic shelter and playground. This park is mostly bordered by streets and provides street access in all directions, creating a visible and easily accessible space. Trail connections and sidewalks tie into the park from all portions of the neighborhood.

E. Fencing

The fencing program for Johnstown Village shall be as follows (see Landscape Plan for general locations, types, and details of Builder/Developer installed fences):

- Fencing for residential lots within Johnstown Village shall be vinyl or stained/treated wood, as described herein. Vinyl fencing shall be of an "off-white" or "tan" color. Wood shall be stained to complement the primary color of the homes within the neighborhood.
- Privacy fences shall be vinyl or stained/treated wood, 6-feet in height along the rear property lines of those lots adjacent to WCR 13 and along the rear property lines of the lots, or lots that directly abut another lot's rear property line (see Landscape Plan for locations). Where fences of differing heights abut, the taller fence shall taper (at a maximum 2:1 ratio) to the height of the lower fence.
- Open Rail fencing shall be vinyl or stained/treated wood rails, 3.5 feet in height along the rear and side property lines of those lots that are adjacent to internal open space frontages within Johnstown Village. Where fences of differing heights abut, the taller fence shall taper (at a maximum 2:1 ratio) to the height of the lower fence.
- Internal lot line fencing shall be vinyl or stained/treated wood privacy or rail, and shall be of a consistent design. If privacy fence is installed it shall taper (at a maximum 2:1 ratio) to the height of the approved rail fence or existing fence where it joins a common property line.
- Fencing in the single family attached, multi-family and commercial areas is optional. Privacy fencing shall be used to screen mechanical equipment and waste receptacles.
- Proposed fencing in the commercial area, multi-family and single-family attached areas shall complement to color, design and architecture of the structures.

F. Architecture

The intent of the architecture within Johnstown Village is to provide homes, including single family detached homes, single family attached homes and multi-family homes, of various architectural designs, colors and articulation which are complementary to one another but not monotonous. The homes shall relate to the street, and create diversity and variety along streets. It is encouraged that the homes have a variety of private outdoor living spaces which may include patios, front porches or balconies. The elevations shall reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs.

Commercial architecture shall provide high quality finishes and materials reflective of the region. Massing, scale, order and proportion shall be based on location and type of commercial use.

RELATIONSHIP OF TOWN REGULATIONS

The provisions of this PUD shall prevail and govern development of Johnstown Village to the extent permitted by the Town of Johnstown Municipal Code. Where the provisions of the PUD do not clearly address a specific subject, or are silent, the provisions of the Town of Johnstown Municipal Code, or any other codes or regulations of the Town of Johnstown shall prevail.

COMMUNITY DESIGN PRINCIPLES AND DEVELOPMENT STANDARDS

All Guidelines as established by the Town of Johnstown Municipal Code and Design Guidelines shall apply except as provided below:
A. Residential Architecture, Single Family Detached

The intent within the Johnstown Village Subdivision is to build homes of various architectural designs that relate homes to the street, that create diversity and variety along residential streets, many shall have front porches, alternatively located street-accessed garages, and that reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs. These PUD standards are intended to ensure that an adequate mix of models and styles are offered within the neighborhood and within each block face. Through the standards included herein, the PUD shall comply with the intent of the Town's diversity requirements. The developer/builder, along with the Town, shall enforce these requirements as individual homes are built on said lots.

- Model diversity for blocks greater than 6 lots:
 - Each block face shall contain at least three (3) different models that have significant variations in the elevations and massing. Differentiation in models requires at least four (4) of the following variations:
 - Home size
 - Elevation
 - Color scheme
 - Use of exterior material
 - Garage component (at street-access condition)
 - Roof form
 - Each block face shall contain no more than four (4) of the same model with the same architectural style.
 - Significant variation in the range of wall colors on a block face is encouraged. Different body colors shall be used on adjacent buildings and across the street from one another. Treat a block face as a unified composition.
 - Each block face shall contain no more than three (3) roof colors.
 - The same model with the same architectural style shall not be placed adjacent to each other or directly across the street from one another.
- At least one third of the buildings on each block face shall have a front porch.

- Stylistic diversity. Each model shall have at least two (2) architectural styles and color schemes. This requires:
 - Roof form/lines and profiles
 - Different window and door styles
 - Different entry treatments and locations including porches, columns, etc.
 - Single and two-story homes
- Enhancements to context. At corners, buildings shall address the side street or open space. Corner lots shall be wide enough to allow for side elevation enhancements. At least two (2) of the following enhancements are required:
 - A side or wrap-around porch, or a bay window. Wrap-around porches are encouraged.
 - Windows or glazed doors that face the side street or open space.
 - A change in the vertical or horizontal wall plane.

- Architectural style. New residential architecture shall resemble the architecture commonly found in Colorado neighborhoods as well as more modern designs. The goal is to create the memorable character, identity and appeal that these neighborhoods display, not to provide exact replicas of historic buildings.
 - Massing. The mass of a house should strongly reflect its architectural style and be scaled to provide visual interest and depth, reduce bounciness, and achieve an articulated form on all four (4) sides.
 - Roofs. Roof forms and pitches of a house or duplex shall strongly reflect its architectural style. In general, a simple dominant roof form should be used in combination with complementary secondary and minor roof forms and elements.
 - Window overhangs, awnings, fascia and soffit detail shall be detailed appropriately for the architectural style of the building.
 - The character and placement of dormers, when used, shall also reflect the architectural style of the building.

- Covered entries and porches.
 - A covered entryway for the front door is encouraged.
 - Porch designs shall reflect the architectural style of the building. Where provided, a porch shall be at least six (6) feet deep, eight (8) feet wide, and be defined by a railing, columns or similar architectural features that are scaled and detailed to reflect their style.
 - Raised porch floors, sixteen (16) inches or more above the finished grade, are encouraged.
- Front doors. Front doors shall be designed, detailed and located to be prominent architectural elements visible from the street. The door style, scale and trim shall complement the architectural style of the building.

- Windows. The window type, composition, proportions and trim for a house shall strongly reflect its architectural style. The use of murals is encouraged to create a smaller scale.
 - Exterior embellishments. Bays, projections, brackets, trim and material changes that are appropriate for the expression of the architectural style of a building are encouraged.
 - Exterior color. The skillful use of color variation is especially important. Monochromatic color palettes are strongly discouraged.
- Strong colors should be muted shades or tints of the pure hue to ensure that colors are subdued. High gloss paints are discouraged. Use saturated color hues sparingly as accents.

- Walk, trim, accent, roof and masonry colors shall be coordinated.
 - Generally, corner trim should be of similar or lighter value than the main body color.
- Details.
 - All vertical elements (columns, beams, railing, stairs, and supports), fascia and overhead elements of elevated and walkout decks shall be painted or stained to match or complement the permanent colors of the main structure and not left to weather naturally.
 - Deck posts shall be a minimum of six (6) inches in section unless grouped (two [2] or more posts) or enhanced with a built-up wood or masonry wrap or cladding.
 - Rear lot ground level decks and railings are exempt from this painting/staining provision.

- Allowable building extensions. Comices, canopies, eaves or similar architectural features, counterforts, brick ledges, window wells, may extend from the building into a required yard setback not more than two (2) feet. Open, unenclosed, uncovered porches less than 30 inches above ground level may extend into a required yard not more than six (6) feet, excluding roof overhangs.
- Garages. Homes, not garages, shall have the emphasis on residential streets. The intent is that residential streets have variety and that garages not dominate homes and streets.
 - 25% of the dwellings located on any block face shall have garages that are recessed between two and four feet from the most forward front facade of the home or covered porch.
 - 25% of the dwellings located on any block face shall have garages that are flush with the most forward facade of the home or covered porch provided that the front porch is a minimum of 60 square feet.

- No garage with street facing doors shall protrude forward more than six feet from the most forward front facade of the first story living area which measures a minimum of 12 feet in width or from the first story unenclosed covered porch which measures at least 60 square feet.
- Garage doors shall not comprise more than 50% for a two-car garage and 55% for a three-car garage of the street facing three building frontage for a 50-foot-wide lot, and 45% for a two-car garage and 50% for a three-car garage of the street facing linear building frontage for a 60-foot-wide lot.
- Three car garages shall not have the same front facade plane. One garage bay shall be at least two feet off set from the two-bay garage and be separated by a wall at least two feet wide.
- The front wall of a side loaded, or interior court yard loaded garage may encroach the front yard setback up to six feet. The side of the garage facing the street shall include windows or other architectural details that mimic the other living portions of the dwelling.

15. Landscaping

- The Developer, his successors or assigns shall install landscaping within the common open space area tracts and any local street right-of-way which abuts these areas. The developer will also install landscaping within the abutting arterial and collector street right-of-way (see Preliminary Landscape Plan for general location of landscape areas). Automatic irrigation system(s) shall be provided for all of the above landscaped. The only exception will be in those areas where the primary proposed ground cover is native or dryland grasses.
- The home builder shall install front yard landscaping and automatic irrigation systems as follows:
 - An average of one (1) deciduous or ornamental tree for every forty (40) linear feet of residential lot frontage or portion thereof based on the location of the driveway, utility services and site visibility triangle. The tree shall be along with five groundcover, including a combination of grass, trees, flowers, grass or shrubs within 7.5 feet of right-of-way behind the sidewalk to the lot line. The ROW landscaping is in addition to the required front yard landscaping.
 - Sod for the front yard setback of each home. There shall be a minimum of seventy-five percent (75%) live materials between the front of the house and the curb unless otherwise approved by the Town.
 - Four (4) shrubs for the front yard setback of each home.
 - The automatic irrigation system shall be from the domestic tap for the home.
- The homeowner shall install the following landscaping:
 - Install remainder of yard, and is encouraged to plant additional trees, shrubs and flowers using xeriscape principles and the general provisions set forth in Town regulations.
 - Maintain the yard and landscaping within the adjacent road right-of-way in accordance with Town regulations.

B. Single Family Attached Housing

Single Family Attached housing shall meet the Town of Johnstown Design Guidelines in addition to the following architectural design standards:

- The facades of townhouse structures shall be articulated to differentiate individual units.
 - For townhouse structures the front and side exterior wall area of each row or attached cluster of units shall be composed of one of the following:
 - At least 25 percent full-width brick or stone (excluding window and door areas and related trim areas) with the balance being any type of lap siding and/or stucco.
 - At least 50 percent stucco (excluding window and door areas and related trim areas) with the balance being any type of lap siding, brick, stone, or combination thereof.
 - All stucco, provided there are unique design features in the elevations of the buildings.
 - Each individual single-family attached townhouse shall provide a private outdoor patio or deck area with minimum floor area dimensions of at least five feet by seven feet. Such an area may be either at or above the surrounding grade, but shall be clearly demarcated by patio paving, decking, a privacy screen, a three-foot wall, or landscape screening.
 - No more than six townhouse units may be attached in any single row or building cluster.
 - Each street facing facade of each home shall have a minimum window area of 12 square feet of glass area. On any elevation requiring a window, the garage, basement or entry door windows shall not be used to satisfy the window requirement.
 - Each window that is not located in a portion of the wall clad in masonry shall have either a minimum four-inch nominal wide wood trim border or shutters a minimum of 12-inches wide.
 - Window frames other than wood shall be either anodized, electrocoat painted, vinyl clad or vinyl. Unpainted aluminum window frames are prohibited except for basement windows. Wood frames shall be painted, sealed or stained.
 - Each door that is not located in a portion of the wall clad in masonry shall have a minimum four-inch nominal wide trim border.
 - All rooftop equipment, including without limitation HVAC units, swamp coolers and antennas, shall not be placed on the street facing portion of the roof.
 - Piping, venting, flashing, solar panel frames, and other rooftop equipment exposed to view shall be finished to match the roof surface color or otherwise designed to blend with the roof surface.
 - A primary roof slope of at least 5:12 shall be provided unless the architectural style dictates otherwise.
 - It is encouraged that units be designed so that the unit's garage door or doors and its front entry appear on different sides of a building.

C. Multiple Family Housing

Multiple Family Housing shall meet the Town of Johnstown Design Guidelines in addition to the following architectural design standards:

- Building massing.
 - All multifamily buildings shall be designed to provide complex massing configurations with a variety of different wall planes and roof planes. Plain, monolithic structures with long, monotonous, unbroken wall and roof plane surfaces is not permitted.
 - On small multifamily buildings (12 units or less), the massing and use of exterior materials shall be arranged wherever possible so as to give each building the appearance of a large single-family home.
- Architectural elements.
 - All multifamily buildings shall employ at least two of the following design items applied consistently along each facade:
 - Projections.
 - Recesses.
 - Shadow lines.
 - Window patterns.
 - Overhangs.
 - Roller.
 - Changes in parapet height.

APPLICANT:

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1718 Iron Hill Lane
Greenwood Village, CO 80111
303-766-0909

CIVIL ENGINEER:



10 Utah Boulevard, #700
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PLANNER +
LANDSCAPE ARCHITECT:



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JOHNSTOWN VILLAGE
Preliminary P.U.D.
Johnstown, Colorado

DRAWN BY: JY

CHECK BY: JRI

ISSUE DATE: 12-21-2017

REVISIONS: 0-21-2018

SHEET TITLE:

DEVELOPMENT
STANDARDS

SHEET NUMBER:

3 of 4

JOHNSTOWN VILLAGE

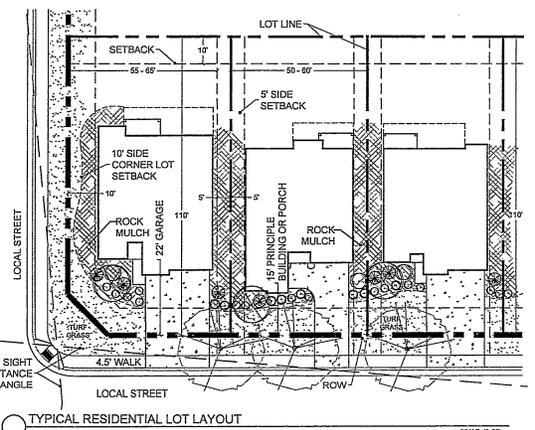
PRELIMINARY P.U.D.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

- b. Stairways shall not be located outside of the building envelope.
- c. Entrances to apartment buildings should be identifiable by an architectural treatment such as a covered porch or a different roofline treatment.
3. Exterior wall materials.
- a. For all multifamily buildings, the total net exterior wall area (excluding windows and doors of each such building) shall be composed of one of the following:
1. At least 30 percent brick or stone (excluding window and door areas and related trim areas) with the balance being any type of lap siding and/or stucco.
 2. Architectural grade metal panel systems shall not exceed 15 percent of the net exterior wall area on the front elevation and 25 percent of the net exterior wall area on rear and side elevations. In no case shall metal panels comprise more than 20 percent of the net exterior wall area for the entire building.
 3. Metal panels shall be a minimum of 24-gauge thickness (0.0075") with a 50-year warranted paint finish and concealed fastening system.
 4. At least 20 percent (excluding window and door areas and related trim areas) with the balance being stucco and/or a "cementitious" lap siding. (A cementitious lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite vinyl lap siding would not be allowed under this option.)
 5. All stucco provided there are unique design features in the elevations of the buildings.
 6. Prohibited exterior building materials include smooth-face concrete block, painted concrete block, field painted metal siding, highly reflective metal siding, and unfinished metal siding.
- b. An area equal to 20 percent of the facade of each garage along major and minor arterials shall be masonry.
4. Roofing materials. All sloped roof areas shall be clad with high profile composition shingles such as slate, tile, shake, or dimensional asphalt shingles.
5. Roof shapes.
- a. All one-story multifamily buildings shall have a pitched roof with a minimum slope of at least 4:12.
 - b. All sloped roofs shall include a minimum 18-inch overhang beyond each major long wall plane of the building, and a 12-inch overhang along gable ends.
 - c. On buildings where, sloped roofs are the predominant roof type, each building roof shall have at least three distinct roof ridgelines.
 - d. On buildings where, flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least once in every 50 feet of building wall length.
6. Windows. All elevations on multifamily buildings shall contain windows.
- D. Commercial
1. The Town of Johnstown seeks to promote architectural design that is harmonious with the adjacent structures and sensitive to the natural environment. No single architectural style shall be mandated; however, the use of a standardized "corporate or franchise" style is strongly discouraged unless shown to the Town Planning Commission and Board of Trustees' satisfaction that such style meets the objectives noted below. Strongly thematic architectural styles associated with such chain restaurants, gas stations, and service stores are discouraged.
 2. Design Objectives. The following architectural objectives are intended to apply to all nonresidential residential. New building construction shall provide a sense of permanence and timelessness. High quality construction and materials shall be used to avoid a dated building appearance and reduce excess maintenance.
 - a. Exterior building materials shall be aesthetically pleasing and compatible with materials and colors of nearby structures. Predominant exterior building facade materials shall consist of high quality, durable products, such as brick, sandstone, fieldstone, decorative concrete masonry units, treated wood and glass. External Insulation Finished Systems (EIFS) material shall be utilized only on the building trim and accent areas; discouraged as a predominant facade material.
 - b. Building colors shall accent, blend with or complement the surroundings. Facade colors are recommended to be earth tone colors which are low reflectance, subtle and natural (e.g., greys, burgundies, browns and tans). The coloring of all materials shall be integral to the product and not painted on surface of said product. The use of high intensity colors, metallic colors, black or fluorescent colors is discouraged. Primary colors are requested to be reserved for trim and accent areas. The pitched roof designs are highly recommended for low-rise retail, office and multi-family residential buildings utilizing architectural asphalt shingles or standing-seam metal panels, using muted colors, compatible with the dominant building color.
 - c. Blank walls on retail buildings are to be avoided through the use of foundation landscaping and architectural details and features. Large scale retail buildings are encouraged to have height variations to reduce scale and allow for the appearance of distinct elements. In accordance with zoning ordinance requirements, roof top mechanical installation shall be appropriately screened so as to block the view from adjacent public or private streets and properties. Such screening shall match or complement the overall theme of the building. Loading docks shall be screened from public view through the use of appropriate materials such as walls, landscape berms or approved planting.
- E. Project Identification Signage
1. All signage must conform to the Town of Johnstown Regulations.
 2. The project identification signage within Johnstown Village consists of a primary monument at Carlson Boulevard and State Highway 60 and a secondary monument at WCR 13 and Carlson Boulevard. The design of the monuments shall be provided at the time of Final Development Plan.
- F. Maintenance
- A mandatory homeowner's association or metropolitan district shall maintain the surface areas of all tracts, including the landscaping and irrigation within the tracts, the perimeter fencing along the arterial and collector streets, and the project identification sign.

PUD - MIXED USE		DEVELOPMENT STANDARDS	
SINGLE FAMILY DETACHED RESIDENTIAL			
Permitted, Accessory and Conditional Uses	Per Sec. 16-161 of the Johnstown Municipal Code		
Maximum Building Height	35 feet	Primary structure and attached garage	
Dwelling Units per Lot	One (1)		
Maximum Gross Density	5.0 Dwelling Units per Acre		
Minimum Floor Area for Principal Dwelling Unit	1,400 Square Feet		
Minimum Lot Size	5,000 Square Feet		
Minimum Lot Frontage	50 feet	On a straight frontage	
	35	On a cut-off-lot or curved frontage	
Maximum Lot Coverage	80%	Includes structures and covered porch only	
Building Setbacks			
Front			
Facing a public street	20 feet	To face of garage from back of right-of-way	
	15 feet	To face of structure or living area	
	10 feet	To covered porch with no living space above	
Side			
Internal lot	5 feet	For Primary and Accessory Structures	
Corner side			
Adjacent to a public street	10 feet	To the structure	
	Does not apply when there is an intervening landscape tract		
	20 feet	To face of garage from back of right-of-way when the garage is side loading	
Rear			
Internal lot lines	20 feet		
Backing on open space tract, park or detention area	15 feet		
Backing on WCR 13 or Carlson Boulevard	20 feet		
Parking			
Per Sec. 16-143 of the Johnstown Municipal Code			
Landscaping			
Front yard	By Developer/Builder		
Rear/side yard	By Homeowner		
Encroachments			
<ul style="list-style-type: none"> Encroachments of up to two (2) feet are allowed for roof eaves/overhangs, brick ledges, baybox windows, fireplaces/chimneys, entertainment centers, counterforts. Three (3) are allowed for window wells, covered patios and decks and like features of the structure. Access ramps for handicapped may encroach as needed. Stairs or steps from the home may encroach to the back of sidewalk. 			
SINGLE FAMILY ATTACHED RESIDENTIAL			
Permitted, Accessory and Conditional Uses	Per Sec. 16-201 of the Johnstown Municipal Code		
Maximum Building Height	40 feet	Primary structure and attached garage	
Maximum Gross Density	12.0 Dwelling Units per Acre		
Dwelling Units per Lot	One (1) for fee simple townhomes		
Number of attached dwelling units in a Structure	Two (2) or more units but no more than six (6)		
Minimum Floor Area for Principal Dwelling Unit	750 Square Feet		
Minimum Unit/Lot Frontage	18 feet		
Maximum Lot Coverage	80%	Includes structures and covered porch only	
Building Setbacks			
Front			
Facing a Public Street or Private Drive when garage is front loaded	20 feet	To face of garage from back of right-of-way or edge of pavement on a private drive	
	15 feet	To face of structure or living area	
	10 feet	To covered porch with no living space above	
Facing Open Space or a Garden Court when garage is rear loading	10 feet		
Side			
Internal lot	0 feet	On the side attached to another dwelling	
	7.5 feet	On the side not attached	
Corner side			
Adjacent to a Public Street	10 feet	To the structure	

Adjacent to a Private Drive	20 feet	To face of garage from back of right-of-way when garage is side loaded
	8 feet	To the structure
	20 feet	To face of garage from back of private drive if garage is side loaded
Rear		
Front loaded garages	12 feet	
Rear loaded garages	5 feet from edge of private drive with no parking permitted	
Backing on WCR 13 Landscape Tract/Easement	0 feet	
Carlson Boulevard	15 feet	
Distance Between Structures		
Front to Front	30 feet	When SFA is on a common lot
Rear to Rear	30 feet	When on fee simple lots between structures regardless of location of lot line
Front to Side or Rear	20 feet	
Parking		
Per Sec. 16-143 of the Johnstown Municipal Code		
Landscaping		
Front yard	By Developer/Builder	
Rear/side yard	By Homeowner	
Common Open Space and Landscape Area	By Developer/Builder	
Pocket Park		
A 1.3-acre pocket park shall be located within the Single Family Attached area		
Common Area Open space	30% of site area	May include common landscape area, private lot area and the Pocket Park. May not include areas covered by roads, parking or structures.
MULTI-FAMILY RESIDENTIAL		
Permitted, Accessory and Conditional Uses	Per Sec. 16-222 of the Johnstown Municipal Code	
Maximum Building Height	40 feet	Primary structure and attached garage
Maximum Gross Density	18.0 Dwelling Units per Acre	
Maximum Lot Coverage	70%	Includes structures and pavement
Building Setbacks		
Adjacent to an Internal Public Street	15 feet	To the structure
Adjacent to a Private Drive	12 feet	To the structure
Adjacent to State Highway 60	0 feet	
Distance Between Structures		
Front to Front	30 feet	
Rear to Rear	30 feet	
Front to Side or Rear	20 feet	
Parking		
Per Sec. 16-143 of the Johnstown Municipal Code		
Landscaping		
Common Open Space and Landscape Area	By Developer/Builder	
Pocket Park		
A total of 1.3-acre of pocket park shall be located within the Multi-Family area		
Common Area Open space	30% of site area	May include common landscape area not covered by roads, parking or structures and the Pocket Park.
COMMERCIAL		
All Development Standards to be determined at the time of Final Planned Unit Development Plan for the Commercial Parcel		



APPLICANT:
Johnstown Village, LLC
17 Beacon Hill Lane
Greenwood Village, CO 80111
303-756-6400

CIVIL ENGINEER:
ATWELL

143 Union Boulevard, #700
Lakewood, CO 80224
303-462-1100

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THE HENRY DESIGN GROUP
1400 W. 104th Avenue, Suite 100
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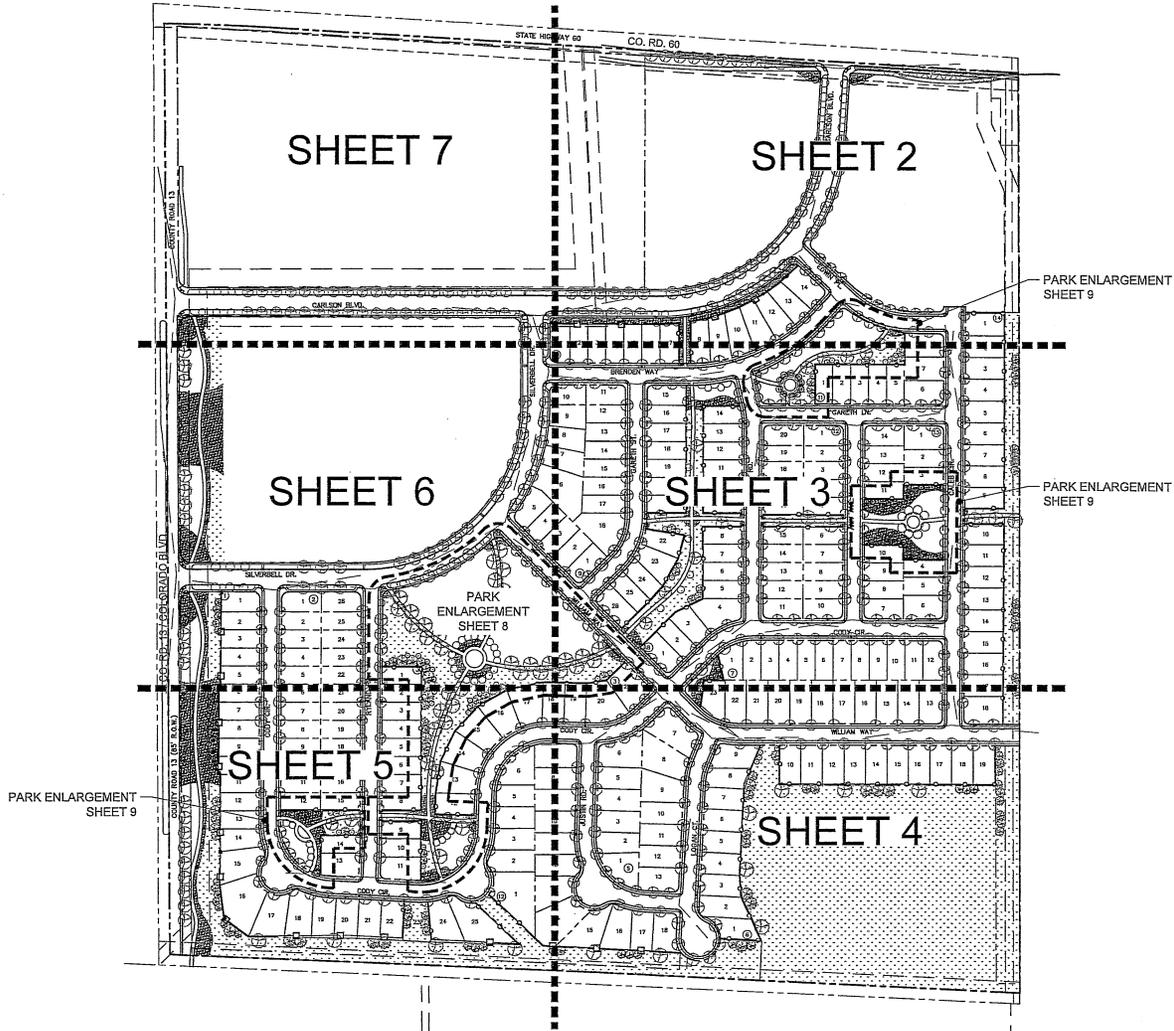
JOHNSTOWN VILLAGE
Preliminary P.U.D.
Johnstown, Colorado

DRAWN BY: AV
CHECKED BY: KH
ISSUE DATE: 12-31-2017
REVISIONS: 3-21-2018

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DEVELOPMENT STANDARDS

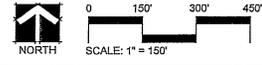
SHEET NUMBER:
4 of 4

JOHNSTOWN VILLAGE
PRELIMINARY LANDSCAPE PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



LEGEND

⊕ DECIDUOUS TREES	▨ SOD	—□— 6' PRIVACY FENCE
⊖ EVERGREEN TREES	▨ NATIVE SEED	—○— OPEN 3-RAIL FENCE
○ ORNAMENTAL TREES	▨ SHRUB BED WITH ROCK COBBLE MULCH	—△— SIGHT DISTANCE TRIANGLE



SHEET INDEX

1	OVERALL LANDSCAPE PLAN
2-7	LANDSCAPE PLAN
8-9	PARK PLAN ENLARGEMENTS
10	PLANTING DETAILS
11	PLANTING NOTES
12	SITE DETAILS

APPLICANT:
 Johnstown Village, LLC
 17 Brown Hill Lane
 Greenwood Village, CO 80111
 303-796-6700

CIVIL ENGINEER:
ATWELL
 143 Union Boulevard, #700
 Lakewood, CO 80228
 303-462-1100

PLANNER + LANDSCAPE ARCHITECT:
H
 THE HENRY DESIGN GROUP
 LANDSCAPE ARCHITECTS
 10000 E. WILLOW AVE., SUITE 100
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 Phone: 303-449-2888 Fax: 303-449-2818

JOHNSTOWN VILLAGE
 Preliminary Landscape Plan
 Johnstown, Colorado

DRAWN BY: AY
 CHECK BY: GH
 ISSUE DATE: 12-8-2017
 REVISIONS: 2-21-2018

SHEET TITLE

OVERALL LANDSCAPE PLAN

SHEET NUMBER

1 of 12

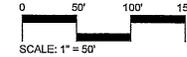
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- DECIDUOUS TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SOD
- NATIVE SEED
- SHRUB BED WITH ROCK COBBLE MULCH
- PLAYGROUND MULCH
- PRIVACY FENCE COLUMN (ALONG COLORADO BLVD.)
- 6" PRIVACY FENCE
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- STEEL EDGER
- SIGHT DISTANCE TRIANGLE

JOHNSTOWN VILLAGE PRELIMINARY LANDSCAPE PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Note:
Street trees are shown 1 per lot or at 40ft intervals for conceptual purposes only. Final locations shall be based upon driveways and utility service lines. Street trees shall be located within the ROW.



APPLICANT:
Johnstown Village, LLC
17 Beaton Hill Lane
Greenwood Village, CO 80111
303-796-0190

OWNER:
ATWELL

143 Union Boulevard, #700
Lafayette, CO 80228
303-462-1100

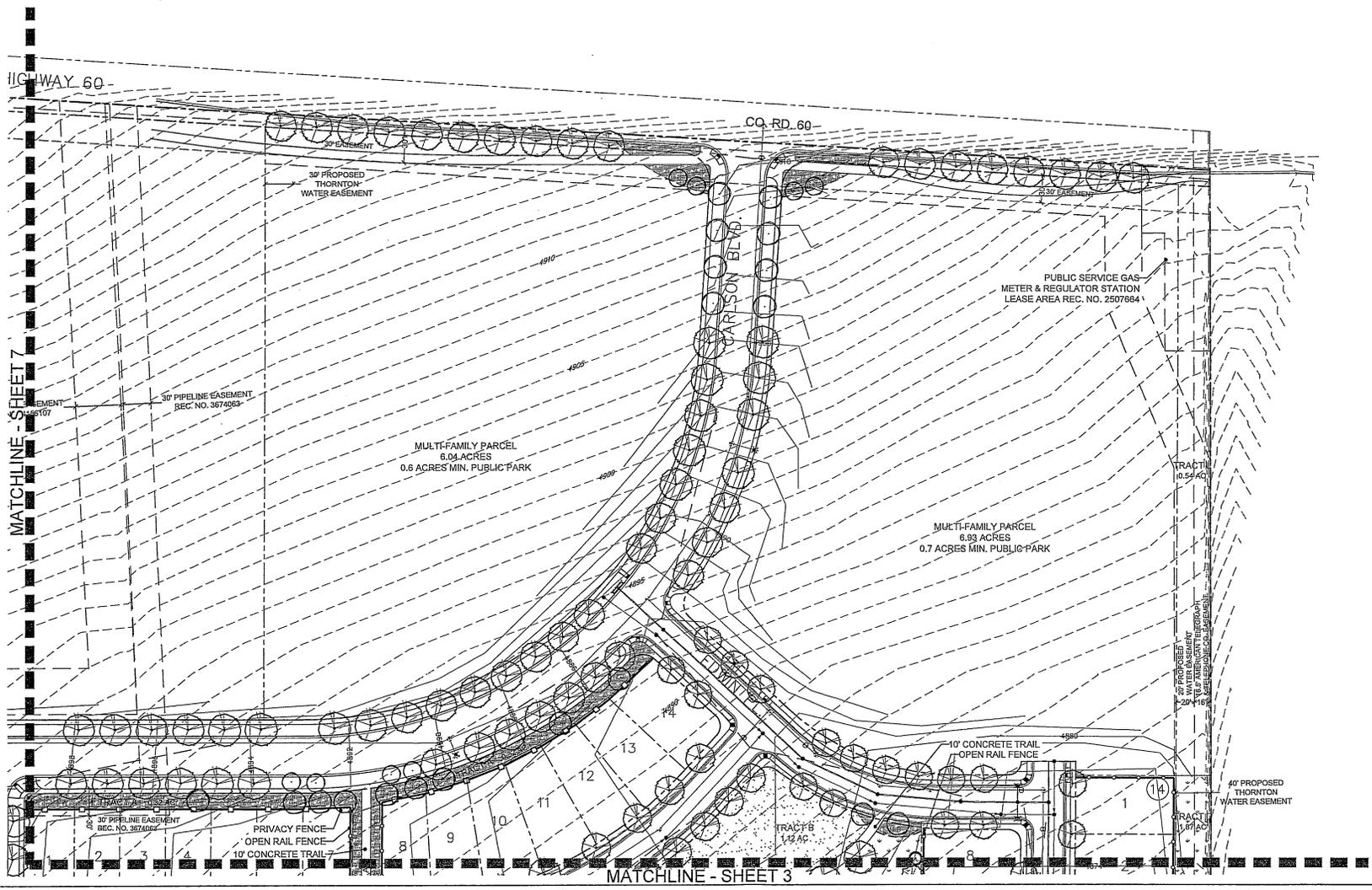
PLANNER + LANDSCAPE ARCHITECT:
H
THE BENNY DESIGN GROUP
1800 W. UNIVERSITY AVENUE, SUITE 200
DENVER, CO 80202
PHONE: 303-444-2344 Fax: 303-444-0151

JOHNSTOWN VILLAGE Preliminary Landscape Plan Johnstown, Colorado

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ISSUE DATE: 12-2-2017
REVISIONS: 3-21-2018

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
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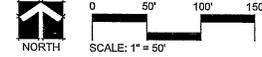
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JOHNSTOWN VILLAGE

PRELIMINARY LANDSCAPE PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

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APPLICANT:
Johnstown Villages, LLC
17 Boston Hill Lane
Greenwood Village, CO 80111
303-756-0100

CIVIL ENGINEER:
ATWELL
143 Union Boulevard, #700
Lafayette, CO 80028
303-462-1100

PLANNER + LANDSCAPE ARCHITECT:
H
THE HENRY DESIGN GROUP
1400 MARSH CREEK DRIVE, SUITE 200
JOHNSTOWN, CO 80120
Phone 303-444-2554 Fax 303-444-9591

JOHNSTOWN VILLAGE

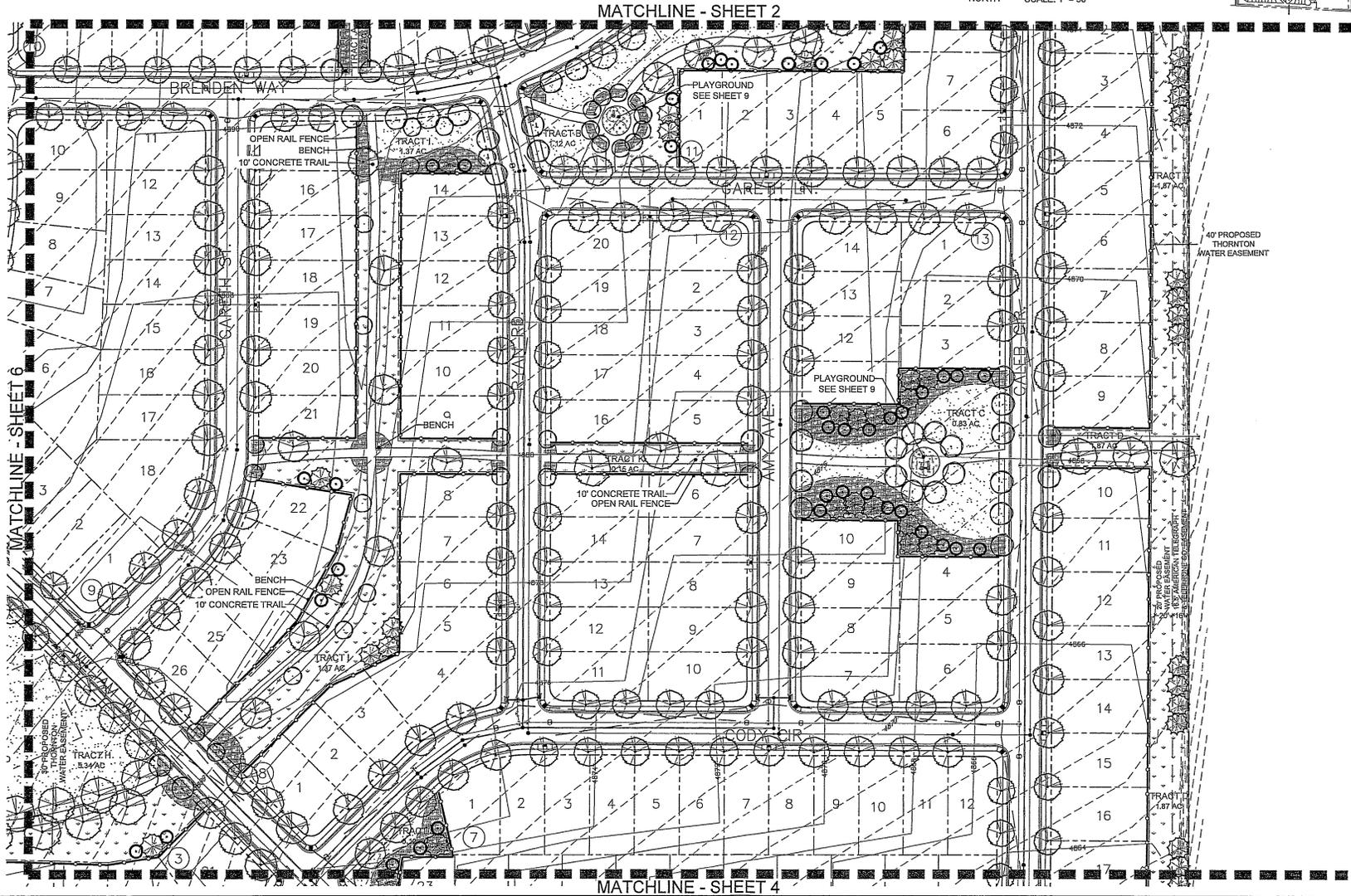
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Johnstown, Colorado

DRAWN BY: JY
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REVISIONS: 3-21-2018

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SHEET NUMBER
3 of 12



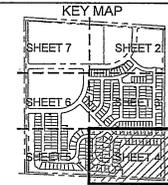
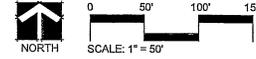
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JOHNSTOWN VILLAGE PRELIMINARY LANDSCAPE PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

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APPLICANT:
Johnstown Village, LLC
17 Bruce Hill Lane
Greenwood Village, CO 80111
303-754-9700

LANDSCAPE ARCHITECT:
ATWELL
143 Olson Boulevard, #700
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PLANNER -
LANDSCAPE ARCHITECT:
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MATCHLINE - SHEET 3



JOHNSTOWN VILLAGE
Preliminary Landscape Plan
Johnstown, Colorado

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ISSUE DATE: 12-8-2017
REVISIONS: 3-01-2018

SHEET TITLE
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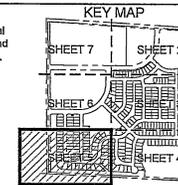
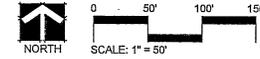
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JOHNSTOWN VILLAGE PRELIMINARY LANDSCAPE PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Note:
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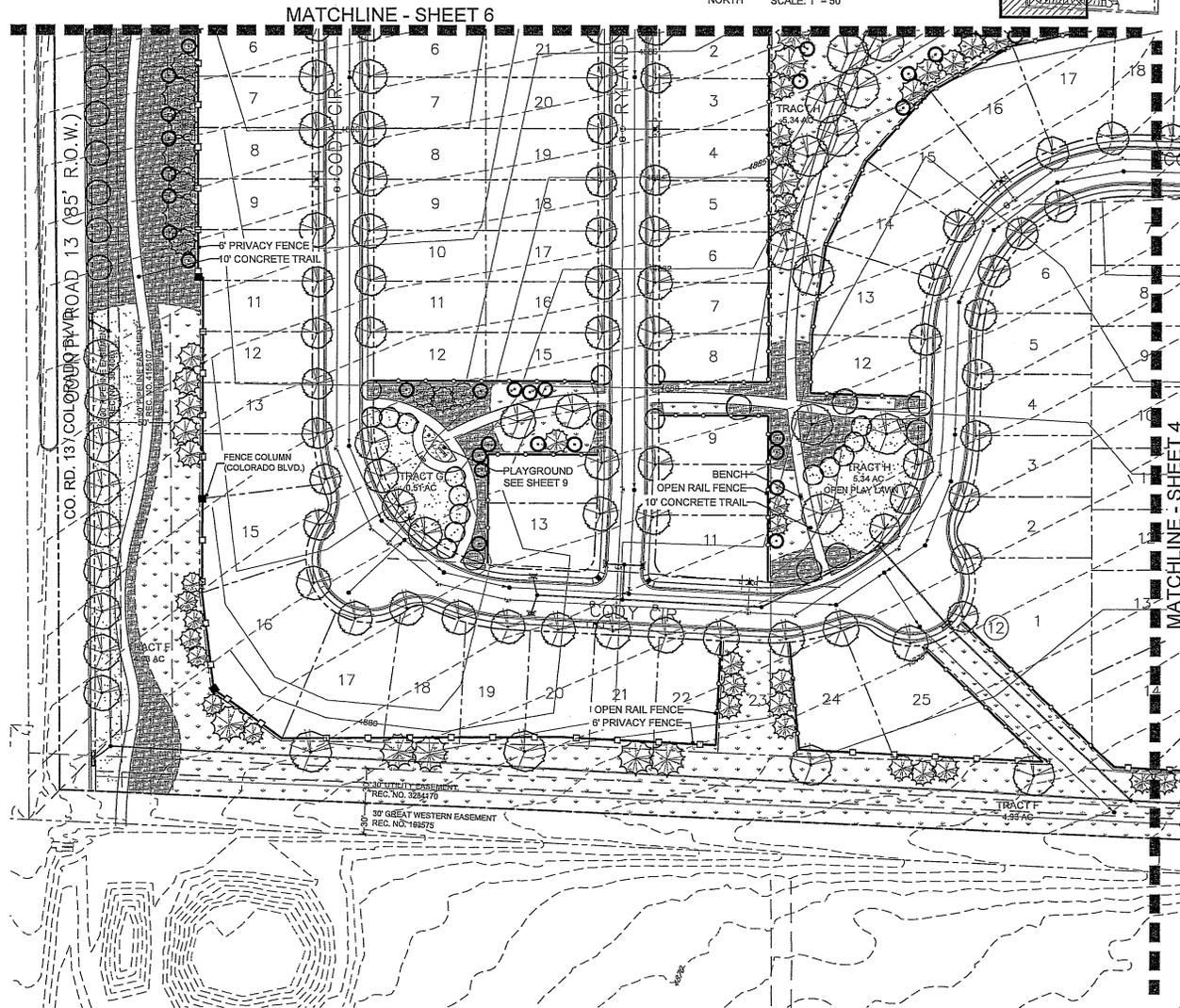


APPLICANT:
Johnstown Village, LLC
17 Bessemer Lane
Greenwood Village, CO 80111
303-766-0000

CIVIL ENGINEER:
ATWELL

143 Union Boulevard, 7700
Lakewood, CO 80228
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PLANNER +
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H
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JOHNSTOWN VILLAGE
Preliminary Landscape Plan
Johnstown, Colorado

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REVISIONS: 3-21-2018

SHEET TITLE
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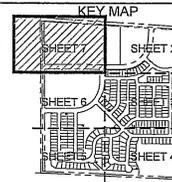
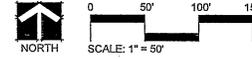
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- DECIDUOUS TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- GOD
- NATIVE SEED
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**JOHNSTOWN VILLAGE
PRELIMINARY LANDSCAPE PLAN**
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

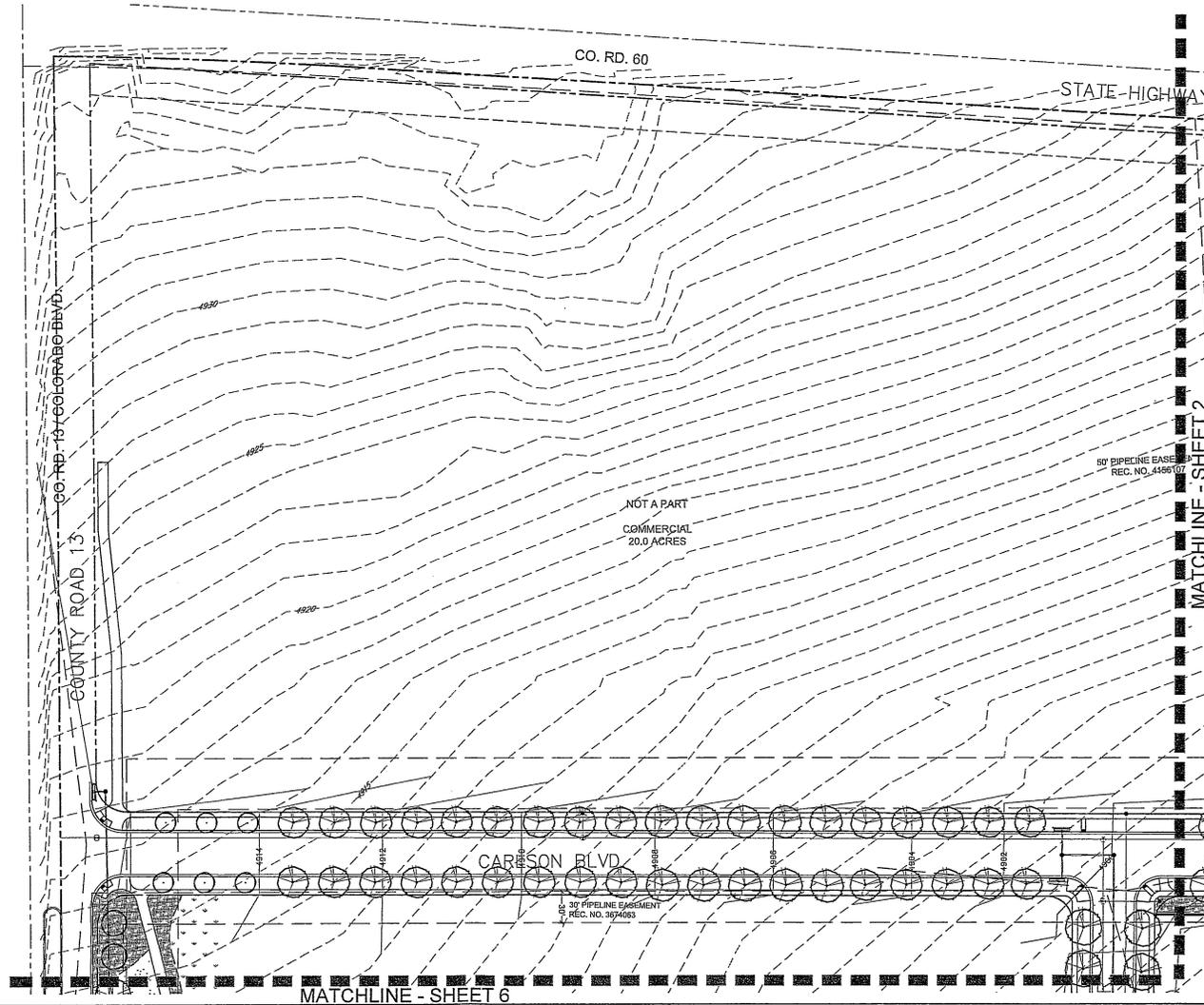
Note:
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APPLICANT:
Johnstown Village, LLC
17 Essex Hill Lane
Greenwood Village, CO 80111
303-756-9200

CIVIL ENGINEER:
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140 Union Boulevard, #700
Lafayette, CO 80228
303-662-1100

PLANNER & LANDSCAPE ARCHITECT:
H
THE HENRY DESIGN GROUP
1400 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
Phone: 303-444-2344 Fax: 303-444-6939



JOHNSTOWN VILLAGE
Preliminary Landscape Plan
Johnstown, Colorado

DRAWN BY: AY
CHECK BY: KS
ISSUE DATE: 12-8-2017
REVISIONS: 3-21-2018

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
7 of 12

KEY MAP

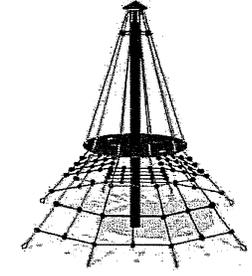
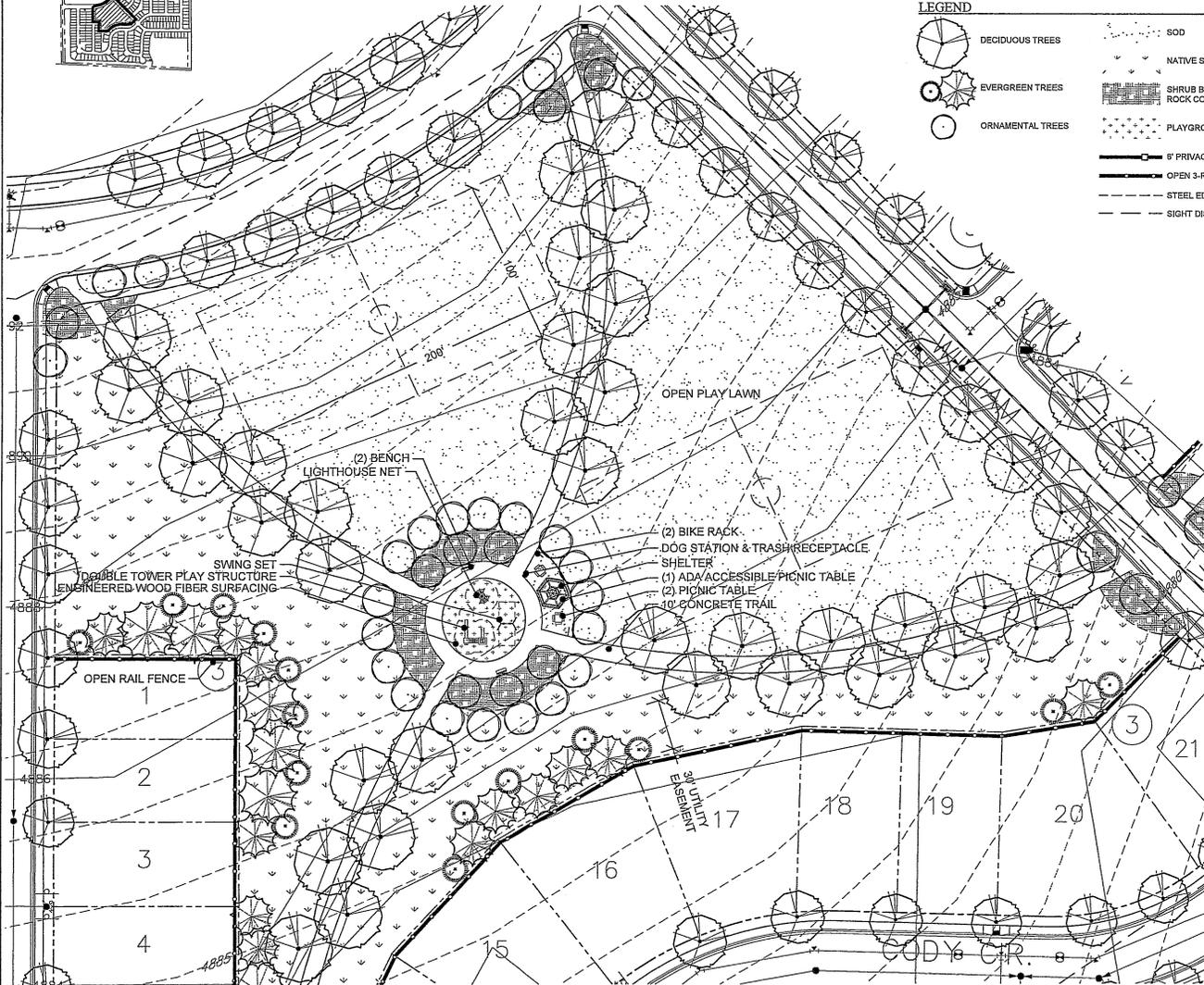


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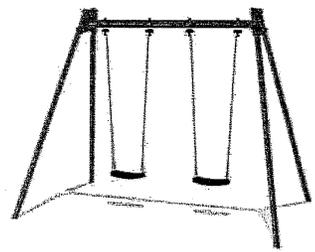
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RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

LEGEND

- | | | | |
|--|------------------|--|----------------------------------|
| | DECIDUOUS TREES | | SOD |
| | EVERGREEN TREES | | NATIVE SEED |
| | ORNAMENTAL TREES | | SHRUB BED WITH ROCK COBBLE MULCH |
| | | | PLAYGROUND MULCH |
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| | | | OPEN 3-RAIL FENCE |
| | | | STEEL EDGER |
| | | | SIGHT DISTANCE TRIANGLE |



LIGHTHOUSE NET
KOMPAN KPL801-1001
AGES 3-8

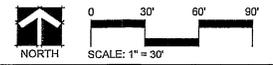


SWING SET
KOMPAN K31980014-0909
METAL POSTS
AGES 3-8



DOUBLE TOWER PLAY STRUCTURE
KOMPAN KPL201502-0501
PLASTIC SLIDE & METAL POSTS
AGES 3-8

PARK LAYOUT - TRACT H



APPLICANT:
Johnstown Village, LLC
17 Bascom Hill Lane
Greenwood Village, CO 80111
303-756-6100

CIVIL ENGINEER:
ATWELL
143 Union Boulevard, #700
Lafayette, CO 80026
303-662-1100

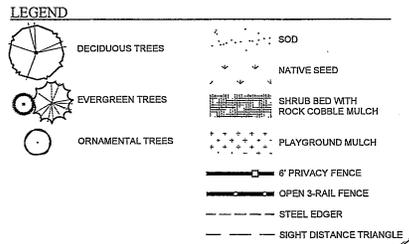
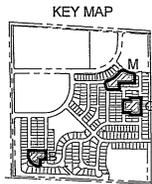
PLANNER +
LANDSCAPE ARCHITECT:
H
THE HENRY DESIGN GROUP
1400 W. WARD AVENUE, SUITE 100
DENVER, CO 80202
Phone: 303-444-2344 Fax: 303-444-9553

JOHNSTOWN VILLAGE
Preliminary Landscape Plan
Johnstown, Colorado

DRAWN BY: AV
CHECK BY: RSL
ISSUE DATE: 12-8-2017
REVISIONS: 3-21-2018

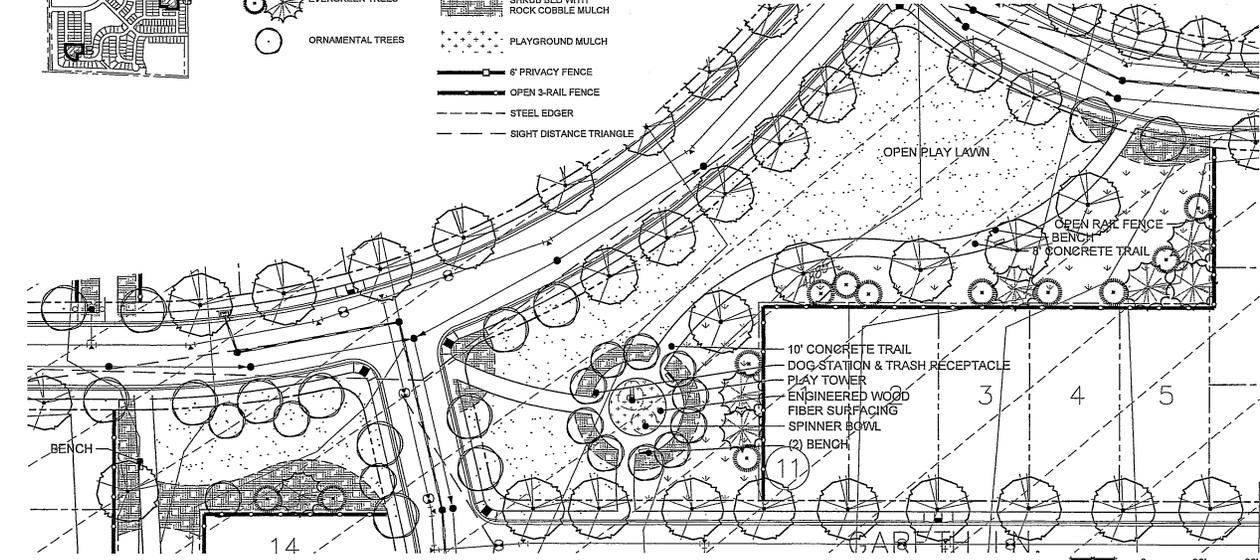
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**PLAYGROUND
DETAILS**

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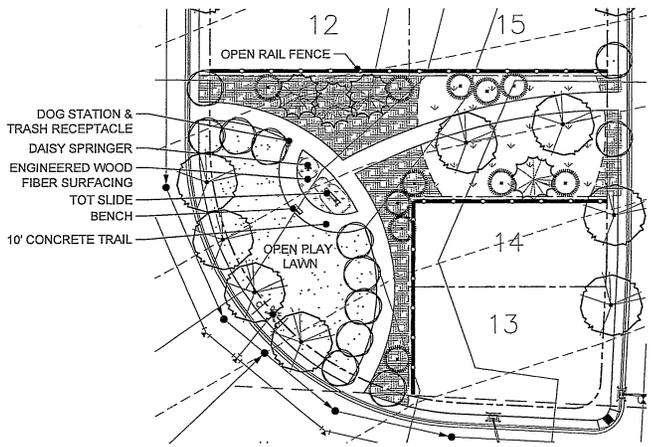
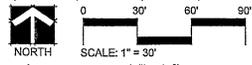


JOHNSTOWN VILLAGE PRELIMINARY LANDSCAPE PLAN

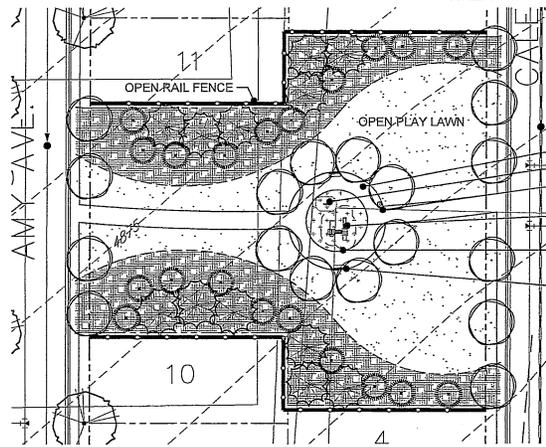
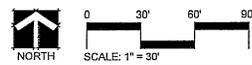
LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
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TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



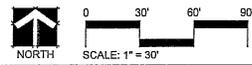
PARK PLAN - TRACT B



PARK PLAN - TRACT G



PARK PLAN - TRACT C



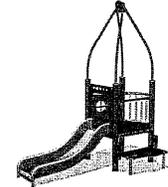
DAISY SPRINGER
KOMPAN KPL110-0411
AGES 2-6



TOT SLIDE
KOMPAN PCM302-0801
AGES 2-6



SPINNER BOWL
KOMPAN ELE4000024-3717LG
AGES 2-6



PLAY TOWER
KOMPAN PCM101600
PLASTIC SLIDE & METAL POSTS
AGES 2-6



SINGLE SPRINGER
KOMPAN KPL119-0401
AGES 2-6



DOUBLE TOWER PLAY STRUCTURE
KOMPAN KPL201301-0301
PLASTIC SLIDE & METAL POSTS
AGES 2-6

APPLICANT:
Johnstown Village, LLC
17 Besco Hill Lane
Greenwood Village, CO 80111
303-756-0100

CIVIL ENGINEER:
ATWELL
143 Union Boulevard, #700
Lafayette, CO 80028
303-462-1100

PLANNER +
LANDSCAPE ARCHITECT:
H
THE HENRY DESIGN GROUP
100 W. WASHINGTON STREET, SUITE 200
DENVER, CO 80202
Phone: 303-444-2144 Fax: 303-444-0551

JOHNSTOWN VILLAGE
Preliminary Landscape Plan
Johnstown, Colorado

DRAWN BY: AY
CHECK BY: KJI
ISSUE DATE: 12-8-2017
REVISIONS: 3-21-2018

SHEET TITLE
PLAYGROUND
DETAILS

SHEET NUMBER
9 of 12

JOHNSTOWN VILLAGE

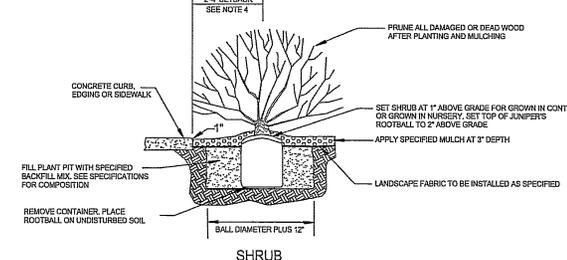
PRELIMINARY LANDSCAPE PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 57 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

SUGGESTED PLANT LIST

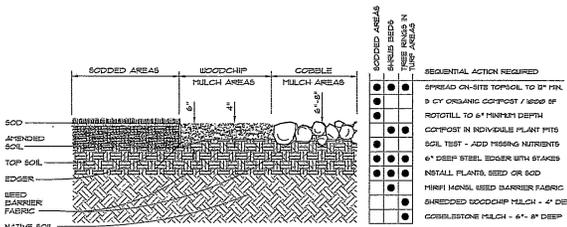
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)	SIZE	WATER USE
SHADE TREES						
	CH	COMMON HACKBERRY	CELTIS OCCIDENTALIS	55' x 45'	2.0' CAL.	LOW
	GL	GREENSPIRE LINDEN	TILIA CORDATA GREENSPIRE	35' x 30'	2.0' CAL.	LOW
	IH	IMPERIAL HONEYLOCUST	GLEDTISIA TRICANTHOS VAR. INERMIS IMPERIAL	35' x 35'	2.0' CAL.	MODERATE
	KC	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS	55' x 45'	2.0' CAL.	LOW
	NSM	NORWEGIAN SUNSET MAPLE	ACER PLATANOIDES 'NORWEGIAN SUNSET'	30' x 35'	2.0' CAL.	MODERATE
	NRO	NORTHERN RED OAK	QUERCUS RUBRA	50' x 50'	2.0' CAL.	MODERATE
	RL	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	45' x 35'	2.0' CAL.	MODERATE
	SH	SWAIDEMASTER HONEYLOCUST	GLEDTISIA TRICANTHOS VAR. INERMIS SWAIDEMASTER	45' x 35'	2.0' CAL.	MODERATE
	SH1	SKYLINE HONEYLOCUST	GLEDTISIA TRICANTHOS INERMIS 'SKYLINE'	35' x 30'	2.0' CAL.	LOW
	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	50' x 50'	2.0' CAL.	LOW
	WC	WESTERN CATALPA	CATALPA SPECIOSA	50' x 40'	2.0' CAL.	LOW
ORNAMENTAL TREES						
	ABS	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	15' x 15'	1.5' CAL.	MODERATE
	FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' x 18'	1.5' CAL.	MODERATE
	RFC	RADIANT CRABAPPLE	MALUS 'RADIANT'	25' x 20'	1.5' CAL.	MODERATE
	WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	25' x 20'	1.5' CAL.	MODERATE
EVERGREEN TREES						
	AP	AUSTRIAN PINE	PINUS NIGRA	50' x 35'	6'	LOW
	BP	BOSNIAN PINE	PINUS HELDREICHI	30' x 20'	6'	MODERATE
	PNP	PINON PINE	PINUS EDULIS	25' x 15'	6'	LOW
	PP	PONDEROSA PINE	PINUS PONDEROSA	70' x 35'	6'	LOW
	SP	SCOTCH PINE	PINUS SYLVESTRIS	40' x 25'	6'	MODERATE
SHRUBS						
	AWS	ANTHONY WATERER SPIREA	ANTHONY WATERER SPIREA	3' x 4'	5 GALLON	MODERATE
	BJ	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	1.5' x 7'	5 GALLON	LOW
	BM	BLIZZARD MOCKORANGE	PHILADELPHUS LEWISII 'BLIZZARD'	7' x 7'	5 GALLON	LOW
	BMS	BLUE MIST SPIREA	CARYOPTERIS X CLANDONENSIS	4' x 3'	5 GALLON	LOW
	CCA	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRILABUM 'COMPACTUM'	4.5' x 4.5'	5 GALLON	MODERATE
	CCJ	CALGARY CARPET JUNIPER	JUNIPERUS SABINA 'CALGARY CARPET'	1.5' x 7'	5 GALLON	LOW
	CSC	CREEPING WESTERN SAND CHERRY	PRUNUS BESSEYI PAMNEE BUTTES	1.5' x 8'	5 GALLON	LOW
	DAM	DWARF AMUR MAPLE	ACER GINNALA 'COMPACTA'	7' x 7'	5 GALLON	MODERATE
	DBU	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	7' x 7'	5 GALLON	MODERATE
	DN	DWARF NINEBARK	PHYSCARPUS OPULOFOLIUS 'NANUS'	4.5' x 4.5'	5 GALLON	LOW
	FRS	FILIGRAN RUSSIAN BAGE	PEROVSKIA ATRIPICIFOLIA FILIGRAN	3' x 3'	5 GALLON	LOW
	GLS	DWARF FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	2.5' x 6'	5 GALLON	LOW
	HMA	HYBRID MANZANITA	ARCTOSTAPHYLOS COLORADOENSIS	1' x 9'	5 GALLON	LOW
	KOR	KORONADO CUT ROSE	ROSA X 'KORONADO CUT'	3' x 3'	5 GALLON	MODERATE
	MKL	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	7' x 6'	5 GALLON	MODERATE
	MY	MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN'	6' x 6'	5 GALLON	LOW
	NHR	NEARLY WILD ROSE	ROSA X 'NEARLY WILD'	3' x 3'	5 GALLON	MODERATE
	PCL	PINK CANADIAN LILAC	SYRINGA X 'PINK CANADIAN'	7' x 6'	5 GALLON	MODERATE
	RPV	REISEL PRIVET	LIGUSTRUM OBTUSIFOLIUM REISELIANUM	4' x 9'	5 GALLON	LOW
	SM	SNOWBELLE MOCKORANGE	PHILADELPHUS X 'SNOWBELLE'	3.5' x 3.5'	5 GALLON	MODERATE
	SWN	SUMMER WINE NINEBARK	PHYSCARPUS X SUMMER WINE	5' x 9'	5 GALLON	LOW
	TBB	TURKESTAN BURNING BUSH	EUONYMUS NANA TURKESTANICUS	2.5' x 2.5'	5 GALLON	MODERATE
	TLS	THREE LEAF SUMAC	RHUS TRILOBATA	8' x 9'	5 GALLON	LOW
ORNAMENTAL GRASSES						
	KFG	FEATHER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'KARL FORSTER'	4' x 2'	1 GALLON	MODERATE
	MLM	MORNING LIGHT MAIDEN GRASS	MISCANTHUS SIN. 'MORNING LIGHT'	5' x 0'	1 GALLON	MODERATE
	PMG	PURPLE MAIDEN GRASS	MISCANTHUS SINENSIS PURPURASCENS	3.5' x 3.5'	1 GALLON	LOW
	VMG	VARIEGATED MAIDEN GRASS	MISCANTHUS SINENSIS 'VARIEGATUS'	4.5' x 3.5'	1 GALLON	MODERATE

NOTE: SPECIES QUANTITIES TO BE DETERMINED AT FINAL LANDSCAPE PLAN.



- NOTE:
- DO NOT PLANT ANY PLANT WITH ROOTBALL NOT IN CONFORMANCE WITH COLORADO NURSERY ACT REQUIREMENTS
 - HOLD MULCH GRADE 1" BELOW EDGE OF WALK, EDGING OR CURB
 - SHRUBS NOT PLANTED WITHIN A MULCHED BED REQUIRE 4" HIGH EARTH SAUCER TO BE CONSTRUCTED CONTAINING A 1" RADIUS AND 2" DEEP MULCH COLLAR.
 - USE A 2" X 4" SETBACK DEPENDING ON SPECIES. SETBACK TO ACCOMMODATE MATURE SPREAD OF SPECIES TO PREVENT OVERHANG.
 - REMOVE ALL CONTAINERS & POTS PRIOR TO PLANTING.

SHRUB & PERENNIAL PLANTING STANDARD DETAIL
NOT TO SCALE
ALL SHRUB BEDS SHALL BE MULCHED WITH ROCK COBBLE MULCH 1" - 2" IN SIZE, PLACED OVER A SUITABLE WEED BARRIER FABRIC.

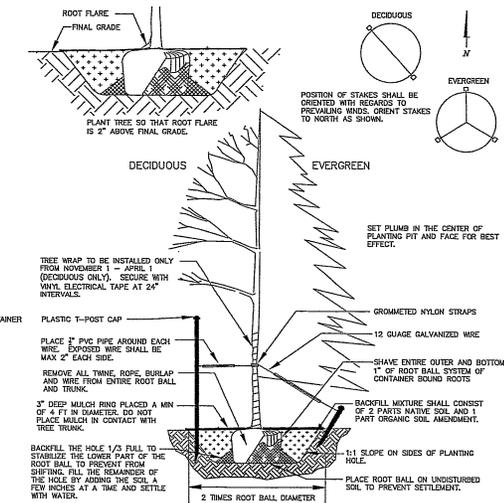


EDGER, MULCHES & SOIL PREPARATION
NOT TO SCALE
ALL SHRUB BEDS SHALL BE MULCHED WITH ROCK COBBLE MULCH 1" - 2" IN SIZE, PLACED OVER A SUITABLE WEED BARRIER FABRIC.

LANDSCAPE REQUIREMENTS - ARTERIAL ROW

Area	Area (Square Feet)	Notes	Trees Required	Shrubs Required	Trees Provided	Shrubs Provided
HWY 60	18,840	1 tree and 5 shrubs per 1,000 SF	19	94	19	
WCR 13 / Colorado Boulevard	33,460	1 tree and 5 shrubs per 1,000 SF	33	167	37	
Total			52	261	56	

NOTE: SHRUB QUANTITIES TO BE DETERMINED AT FINAL LANDSCAPE PLAN.



- NOTE:
- DO NOT PLANT ANY PLANT WITH ROOTBALL NOT IN CONFORMANCE WITH COLORADO NURSERY ACT REQUIREMENTS
 - HOLD MULCH GRADE 1" BELOW EDGE OF WALK, EDGING OR CURB
 - SHRUBS NOT PLANTED WITHIN A MULCHED BED REQUIRE 4" HIGH EARTH SAUCER TO BE CONSTRUCTED CONTAINING A 1" RADIUS AND 2" DEEP MULCH COLLAR.
 - USE A 2" X 4" SETBACK DEPENDING ON SPECIES. SETBACK TO ACCOMMODATE MATURE SPREAD OF SPECIES TO PREVENT OVERHANG.
 - REMOVE ALL CONTAINERS & POTS PRIOR TO PLANTING.

TREE PLANTING STANDARD DETAIL
NOT TO SCALE

LANDSCAPE REQUIREMENTS - TRACTS

Tract	Use	Area (Square Feet)	Notes	Trees Required	Shrubs Required	Trees Provided	Shrubs Provided
A	Open Space	13,838	1 tree and 5 shrubs per 4,500 SF	3	15	9	
B	Park	42,253	1 tree per 2,000 SF and 1 shrub per 500 SF	21	85	21	
C	Park	36,155	1 tree per 2,000 SF and 1 shrub per 500 SF	18	72	41	
D	Open Space	51,836	1 tree and 5 shrubs per 4,500 SF	12	58	18	
E	Defention	2,696 LF	1 tree and 5 shrubs per 100 FT of Perimeter	27	135	27	
F	Open Space	226,948	1 tree and 5 shrubs per 4,500 SF	50	252	50	
G	Park	22,215	1 tree per 2,000 SF and 1 shrub per 500 SF	11	44	23	
H	Park	232,610	1 tree per 2,000 SF and 1 shrub per 500 SF	116	465	116	
I	Park	59,677	1 tree per 2,000 SF and 1 shrub per 500 SF	30	119	30	
J	Open Space	6,227	1 tree and 5 shrubs per 4,500 SF	1	6	6	
K	Park	6,534	1 tree per 2,000 SF and 1 shrub per 500 SF	3	13	3	
L	Open Space	23,922	1 tree and 5 shrubs per 4,500 SF	5	26	8	
Q	Open Space	43,560	1 tree and 5 shrubs per 4,500 SF	10	48	10	

NOTE: SHRUB QUANTITIES TO BE DETERMINED AT FINAL LANDSCAPE PLAN.

APPLICANT:
Johnstown Village, LLC
17 Beacon Hill Lane
Greenwood Village, CO 80111
303-756-4966

CAD ENGINEER:
ATWELL
143 Union Boulevard, #700
Lafayette, CO 80026
303-462-1100

PLANNER - LANDSCAPE ARCHITECT:
H
THE HENRY DESIGN GROUP
10000 W. ALPINE AVENUE, SUITE 100
LITTLETON, CO 80120
Phone: 303-444-3248 Fax: 303-444-4949

JOHNSTOWN VILLAGE
Preliminary Landscape Plan
Johnstown, Colorado

DRAWN BY: AV
CHECK BY: RH
ISSUE DATE: 12-8-2017
REVISIONS: 3-21-2018

SHEET TITLE
PLANTING DETAILS

SHEET NUMBER
10 of 12

JOHNSTOWN VILLAGE PRELIMINARY LANDSCAPE PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DESIGN INTENT

The landscape design for Johnstown Village is intended to create a contemporary, waterwise suburban look and feel that is complementary to the surrounding community. Homeowners will be encouraged to continue this theme with the completion of landscaping on their lots.

LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.



Characteristics:
 • Grows 8-12 inches tall
 • Requires little to no maintenance
 • Grows well in elevations up to 10,000 ft

Seeding Rate:
 New Seeding: 20-25 lbs/acre
 Irrigated: 40 lbs/acre
 Overseeding: 10-15 lbs/acre
 Irrigated: 20 lbs/acre

Mix contains:

- 30% **Galvaire Crested Wheatgrass**
Slightly rhizomatous bunchgrass with germination in 14-21 days. Drought resistant and water hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
- 25% **Shawey Fescue**
Bunchgrass with germination in 14-21 days. Well adapted to moist soil conditions and is great for soil erosion control and low maintenance situations.
- 20% **Paranatal Rye**
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
- 10% **Cheewings Fescue**
Bunchgrass with germination in 7-21 days. Fine texture that is shade tolerant and requires little water. Perennial in dry soils and infertile soils.
- 10% **Canada Bluegrass**
Sod-forming grass with germination in 14-21 days. Resistant to drought and some acidity. It is used to reclaim disturbed areas such as gravel pits, cut roads, roadsides, and ditches.

DRYLAND PASTURE NATIVE SEED MIX

A mixture of hardy, cool season grasses, that are drought tolerant and adapt well to the Northern Great Intermountain regions. It provides a good, palatable forage and fair regrowth in the fall. This mix may produce a hay crop depending upon available moisture. Widely adapted to many soil types and elevations of 3,000 to 10,000 feet. Ideal for areas not receiving regular irrigation.



Characteristics:
 Grows 30-48 inches at full potential. Great forage and hay producer.

Seeding Rate:
 New Seeding: Broadcast: 20-25 lbs/acre
 Drifted: 15-20 lbs/acre
 Overseeding: Broadcast: 10-15 lbs/acre
 Drifted: 5-10 lbs/acre

Mix contains:

- 20% **Troutweed Perennial Rye**
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It is leafy and fast regrowth.
- 20% **Brown Top Lincoln**
Sod-forming grass with germination in 10-14 days. Bunch heads 8" tall and drought and extreme temperature. Lincoln smooth brome is the most widely used of the cool-season grasses.
- 15% **Smooth Bromegrass**
Bunchgrass with germination in 14-21 days. One of the earliest species to establish growth in the spring, making bromegrass forage potential during cool conditions. Performs well on different soil types. Is a great forage and hay producer.
- 15% **Crested Wheatgrass**
Bunchgrass with germination in 14-21 days. A hybrid cross between Crested and Desert wheatgrass, resulting in a plant with excellent seedling vigor that establishes quickly, is a taller and has higher forage yield potential than its parents.
- 10% **Paranatal Rye**
Cool season, overwintering with germination in 5-10 days. Grows green into the summer months when soil moisture is adequate.
- 15% **Canada Bluegrass**
Bunchgrass with germination in 7-21 days. Does not need strong good drought tolerance. Regrows aggressively after cutting and grazing, providing excellent pasture forage.

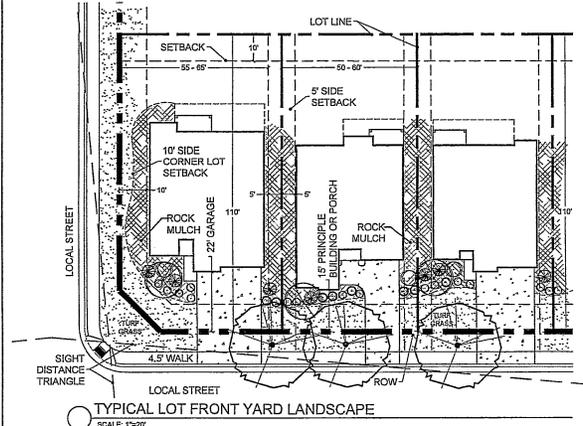
Formulations & varieties are subject to change without notice!

4320 Monaco Street
 Denver, CO 80216
 P. (303) 826-7200 F. (303) 826-7516
 877-507-2537
 www.arnseeds.com

NOTES

1. Other than various grasses and forbs, existing vegetation is non-existent, therefore, preservation of existing vegetation shall not be required.
2. The site does not contain any known endangered species, archaeological or historic areas. Also, no floodplains, wetlands or geologic hazards have been mapped on the site.
3. It is the responsibility of the Developer and their Contractors to build the project according to approved plans and details, and in accordance with current Town of Johnstown Landscape Standards and Specifications. Field changes to these plans are to be approved approved by the Town of Johnstown prior to any work. Field conditions that conflict with or jeopardize the longevity of the proposed improvements shall be brought to the attention of the Town of Johnstown for resolution. Failure to bring such matters to the Town's attention or to obtain approval of remedial measures will in no way relieve the Developer/Contractor of their obligation to resolve the matter to the satisfaction of the Town of Johnstown.
4. It will be the responsibility of the Developer to replace all dead plant material and/or re-sod or seed turf areas that are not established during the warranty period established by the Development Agreement for the project.
5. The proposed playground areas will consist of play equipment, including a multi-play structure, slides, and a toddler play set as well as nearby benches and open turfgrass areas.
6. Proposed open space areas will be private and maintained at homeowners expense by a mandatory homeowner's association or metro district.
7. All areas disturbed by construction shall be adequately re-vegetated so as not to leave any bare ground.
8. Street trees are shown at 40 ft intervals and/or placed at lot lines for conceptual purposes only. Final locations shall be based upon driveways and utility service lines. Street trees shall be located within the ROW, placed in front of the sidewalk when the sidewalk is detached and balled when attached. Minimum distance from street right-of-way shall be 40 feet between shade trees and 15 feet between ornamental trees. Street tree irrigation shall be from the domestic tap for the house. Maintenance shall be by the Homeowner.
9. All HOA maintained landscape areas to be watered by an automatic, underground irrigation system with shrub beds zoned separately from turf areas. A rain shut-off sensor is required with irrigation system.
10. All trees and shrubs in native seed areas will be drip irrigated, required to have temporary irrigation during the two year warranty period.
11. All shrub beds shall be mulched with rock cobble mulch 1" - 2" in size, placed over a suitable weed barrier fabric. Minimum depth of mulch shall be 3 inches. All shrub bed areas shall be separated from sod areas by steel edging material.
12. All park facilities including trails, shall meet the requirements of the Americans with Disabilities Act and ASHOTO guidelines.
13. All fencing shall be as indicated on the landscape plans and details at time of Final Landscape Plan.
14. No tree or shrub will be planted within 5 feet of a fire hydrant.
15. No plant materials, boulders, berms, fences or visual obstructions shall exceed a height of 32" within sight distance triangle area, per Town Standard H.10.C.11.
16. All sod areas shall be considered low water use vegetation. The sod, Revellie Turf, is a mixture of Texas Bluegrass and Kentucky Bluegrass. Water requirements are as follows:

0.1"	water/week	April	
0.2"	water/week	May	0.35" water/week
0.3"	water/week	June	0.57" water/week
0.5"	water/week	July	1.0" water annually
0.7"	water/week	August	
0.9"	water/week	September	



TYPICAL SINGLE FAMILY RESIDENTIAL LOT LANDSCAPE

- The developer or assigns (Builder) shall provide:
1. One deciduous or ornamental tree for every lot frontage, to be planted within approximately 4 to 7 feet of the back of the attached sidewalk.
 2. Front yard landscaping and automatic irrigation system to include sod for the front yard setback of each home.
 3. A minimum of 75% live material between the front of the house and the curb unless approved by the town.
 4. Turf areas planted with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass i.e. 75% to 80% fescue/25% to 10% bluegrass.
 5. At least one shade or ornamental tree of 1 1/2" caliper and four shrubs within the front yard setback of each home.
- The homeowner shall:
1. Install remainder of yard and is encouraged to plant additional trees, shrubs and flowers using xeriscaping principles and the general provisions set forth in town regulations. Rear and side yards shall have a maximum of 45% turf area. Turf areas in rear yards shall be a minimum of 5 feet from foundations.
 2. Plant all turf areas with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass, i.e. 75% to 80% fescue, 25% to 10% bluegrass.
 3. Maintain the yard and landscaping within the adjacent road right-of-way, in accordance with town regulations.

APPLICANT:
 Johnstown Village, LLC
 17 Beeson Hill Lane
 Greenwood Village, CO 80111
 303-766-6096

CIVIL ENGINEER:

 148 Union Boulevard, #700
 Lakewood, CO 80228
 303-802-1100

PLANNER + LANDSCAPE ARCHITECT:

 THE HENRY DESIGN GROUP
 1500 W. 10TH AVENUE, SUITE 200
 DENVER, CO 80202
 Phone 303-444-2344 Fax 303-444-6929

JOHNSTOWN VILLAGE
 Preliminary Landscape Plan
 Johnstown, Colorado

DRAWN BY: AY
 CHECKED BY: RJI
 ISSUE DATE: 12-4-2017
 REVISIONS: 3-21-2018

SHEET TITLE
PLANTING NOTES

SHEET NUMBER
 11 of 12

JOHNSTOWN VILLAGE
PRELIMINARY LANDSCAPE PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

APPLICANT:
 Johnstown Village, LLC
 13 Bowen Hill Lane
 Greenwood Village, CO 80111
 303-756-0500

CIVIL ENGINEER:
ATWELL
 143 Union Boulevard, #700
 Lakewood, CO 80226
 303-462-1100

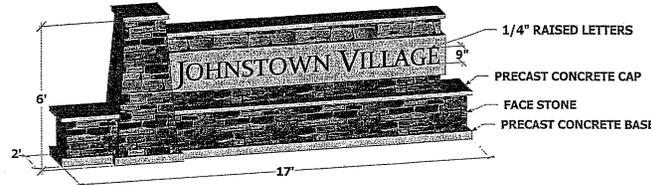
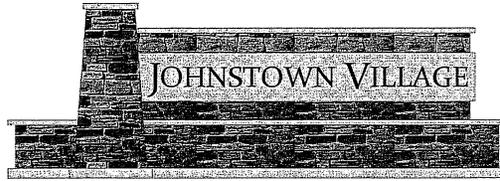
PLANNER +
 LANDSCAPE ARCHITECT:
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 THE HENRY DESIGN GROUP
 1000 W. 10th Avenue, Suite 100
 Denver, CO 80202
 Phone: 303-446-3344 Fax: 303-446-0255

JOHNSTOWN VILLAGE
 Preliminary Landscape Plan
 Johnstown, Colorado

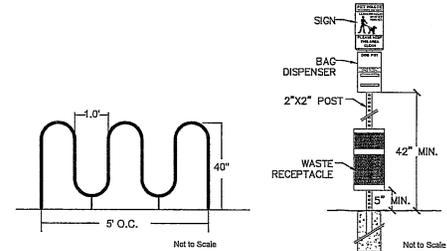
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SHEET TITLE
SITE DETAILS

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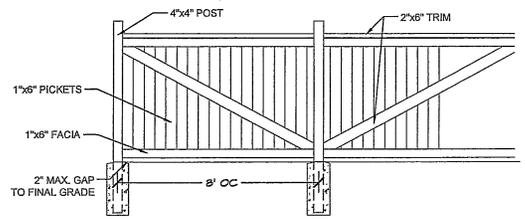


○ ENTRY MONUMENT
 NOT TO SCALE

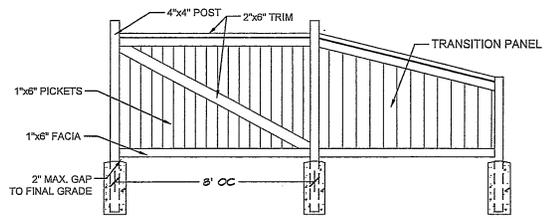


○ BICYCLE RACK
 MANUFACTURER: WABASH VALLEY
 MODEL: BRK5381
 COLOR: DARK GREEN

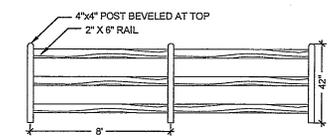
○ DOG WASTE STATION
 COLOR: DARK GREEN



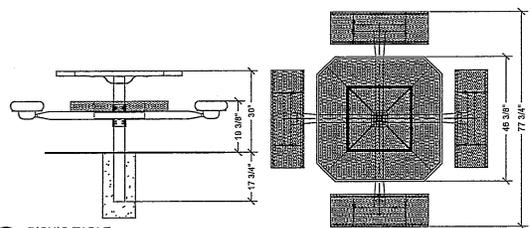
○ PRIVACY FENCE
 WOOD or VINYL
 Vinyl fencing shall be of an "off-white" or "tan" color. Wood shall be stained to complement the primary color of the homes within the neighborhood.
 Not to Scale



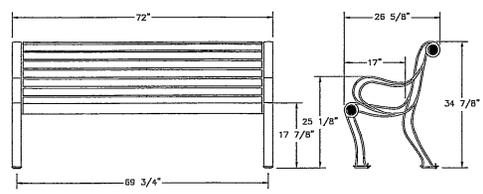
○ TRANSITION FROM PRIVACY FENCE TO OPEN RAIL
 WOOD or VINYL
 Not to Scale



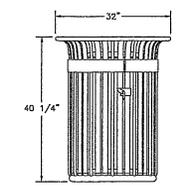
○ OPEN RAIL FENCE
 WOOD or VINYL
 Vinyl fencing shall be of an "off-white" or "tan" color. Wood shall be stained to complement the primary color of the homes within the neighborhood.
 Not to Scale



○ PICNIC TABLE
 MANUFACTURER: WABASH VALLEY
 MODEL: SG235D/SG230D INGROUND
 COLOR: DARK GREEN
 Not to Scale



○ BENCH
 MANUFACTURER: WABASH VALLEY
 MODEL: BU1119C
 COLOR: DARK GREEN
 Not to Scale



○ TRASH RECEPTACLE
 MANUFACTURER: WABASH VALLEY
 MODEL: T3JF43I
 COLOR: DARK GREEN
 Not to Scale

AGENDA ITEM 9C

**CONSOLIDATED
SERVICE
PLAN**

**(Johnstown Village Metropolitan District
Nos. 1-5)**

(Resolution No. 2018-07)

(*Public Hearing)

**** PUBLIC HEARING PROCEDURE- Resolution No. 2018-07, Approving
Johnstown Village Consolidated Service Plan for the Johnstown Village Metropolitan
District Nos. 1-5***

1. Open public hearing
2. Receive information from staff
3. Ask to hear from anyone who supports the Service Plan
4. Ask to hear from anyone who opposes the Service Plan
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 Service Plan.

(SUGGESTED MOTIONS):

For Approval:

I move to approve Resolution No. 2018-07, A Resolution Approving the Consolidated Service Plan for the Johnstown Village Metropolitan District Nos. 1-5.

For Approval with Conditions: I move to approve Resolution No. 2018-07, a Resolution Approving the Consolidated Service Plan for the Johnstown Village Metropolitan District Nos. 1-5, with the following amendments to the proposed Service Plan _____, and direct the Town Attorney to revise the Service Plan accordingly.

For Continuance: I move to continue the public hearing on the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5 to June 4, 2018 at 7:00 p.m.

For Denial: I move to deny approval of Resolution No. 2018-07 and the Consolidated Service Plan for the Johnstown Village Metropolitan District Nos. 1-5.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 21, 2018

ITEM NUMBER: 9C

SUBJECT: Public Hearing – Resolution Approving the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5.

ACTION PROPOSED: Consider Resolution No. 2018-07

PRESENTED BY: Town Attorney, Sam Light (Special Counsel) and Jim Harrington (Financial Advisor)

AGENDA ITEM DESCRIPTION: An application for approval of a Consolidated Service Plan (“Service Plan”) was submitted for Johnstown Village Metropolitan Districts Nos. 1-5 (“Districts”) by Johnstown Village, LLC (“Developer”), pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S. The Service Plan was submitted in connection with a development known as Johnstown Village, generally located at southeast corner of State Highway 60 and County Road 13. The development is subject to the Massey Farms Annexation Agreement, dated June 19, 2006, and to a Preliminary Plat considered earlier on the May 21, 2018 agenda.

To satisfy the statutory requirements, the Service Plan includes (1) a description of the proposed services, (2) a financial plan as to how the services are to be financed, (3) a preliminary engineering or architectural survey showing how the proposed services are to be provided, (4) a map of the proposed District boundaries, (5) an estimate of the population and valuation for assessment of the proposed District, (6) a description of the facilities to be constructed and the standards for construction, (7) a general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the district, and (8) a proposed intergovernmental agreement.

The initial boundaries of the proposed Districts include 1 acre with inclusion boundaries, the total anticipated size of the Districts, totaling an additional 117 acres. The Developer anticipates residential development in phases, with the initial phase to consist of single family homes in the starting price range of approximately \$360,000, and a total population at full development of 1,190 people with 263 single family homes and 160 townhomes. The Districts intend to construct offsite public improvements, including stormwater improvements and, of particular benefit to the Town as a whole, sanitary sewer improvements, extending a sewer line from the Clearview lift station east to the Johnstown Farms Lift Station. The Clearview lift station will then be abandoned and the Johnstown Farms lift station will be upgraded. The Districts are not seeking the ability to fund the expenses related to the abandonment and improvement of the lift stations. The Developer will nevertheless be required to undertake those improvements prior to development of the subdivision. Once the offsite improvements are complete, the Developer may be eligible to obtain reimbursement for the oversizing costs related to the stormwater and sanitary sewer improvements from benefitted properties pursuant to the Johnstown Municipal Code, which funds will be assigned to the Districts to re-pay Debt if those improvements are financed by the Districts.

The Service Plan is generally consistent with the Model Service Plan adopted by Town Council on February 22, 2017, with the notable exception that, if the Districts undertake construction of the offsite improvements – i.e., the “Regional Improvements denoted on Exhibit E-1 of the Service Plan – the maximum debt mill levy is increased from 40 mills to 50 mills, subject to Gallagher Adjustment. A Gallagher Adjustment means, primarily, that if the residential assessment ratio is changed, the mill levy may be increased above the cap so that ratio change is revenue neutral to the Districts. The Districts contend that the additional 10 mills are necessary to fund the Regional Improvements.

The Capital Plan, attached as Exhibit E to the Service Plan, estimates project costs of approximately \$21,800,000. The Capital Plan shows that the offsite costs related only to oversizing the stormwater and sewer lines to satisfy the needs of adjacent property owners are approximately \$1,900,000. If the mill levy cap is 50 mills, the Districts anticipate issuing bonds in the amount of \$14,260,000, with funds in the amount of \$10,335,800 available for project expenses. If the mill levy cap is 40 mills, the Districts anticipate issuing bonds in the amount of \$11,395,000, with funds in the amount of \$8,198,850 available for project expenses. The Financial Plan, attached as Exhibit F to the Service Plan, includes financial

models for both a 40 mill cap and a 50 mill cap. Even though the Districts do not anticipate issuing bonds for the full cost of the project, the Service Plan provides the Districts with authority to issue debt in the total amount of \$22,000,000.

Town staff has indicated that, based on Town Council's policy direction as contained in the Model Service Plan, staff does not support the mill levy increase. The proponents of the Districts nevertheless requested that the service plan be proposed to Town Council with the 50 mill cap. The Developer recognizes that Town Council retains discretion to approve the Service Plan on the condition that the maximum debt mill levy be restored to 40 mills. *If Town Council does not approve the Service Plan with the 50 mill cap, Town staff recommends that Council continue the public hearing to allow revisions to the Service Plan and Exhibits.*

As to eminent domain, the Model Service Plan does not allow districts to condemn property outside the Districts' Service Area without Town approval. Despite that limitation, the Developer is requesting that Town Council provide approval, at this early date, to revisions to the Model Service Plan limitation to permit the Districts to exercise their statutory power of eminent domain to condemn the property associated with the offsite public improvements. That property is shown on Exhibit E-1. The Developer does not anticipate that condemnation will be necessary, but nevertheless seeks revisions to Section V.A.21 of the Service Plan so that the Service Plan does not restrict the Districts' authority to condemn the property if the offsite property owners do not agree to provide easements. The Districts, as independent special districts, are responsible for all legal requirements associated with a determination to exercise the power of eminent domain. In the absence of the limitations in the Service Plan, metropolitan districts have statutory authority to exercise eminent domain and dominant eminent domain.

Pursuant to state law, the Town Council must approve the Service Plan before the Districts are formed and entitled to operate. The Service Plan must be approved through a public hearing process and, upon approval, be submitted to the Weld County District Court for an election regarding the organization of the Districts. Notice of this public hearing was published in *The Johnstown Breeze* and provided to interested persons by the proponents of the Districts.

LEGAL ADVICE: The Town Attorney and the Town's special counsel, Sam Light, have reviewed the proposed Consolidated Service Plan.

FINANCIAL ADVICE: The Town's financial advisor, Jim Harrington of Ehlers, a municipal advisory firm, has reviewed the financial plan.

RECOMMENDED ACTION: Consider Resolution No. 2018-07.

SUGGESTED MOTION:

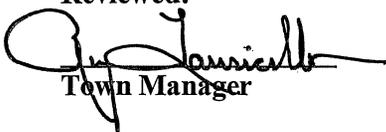
For Approval: I move to approve Resolution No. 2018-07, a Resolution Approving the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5.

For Approval with Conditions: I move to approve Resolution No. 2018-07, a Resolution Approving the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5, with the following amendments to the proposed Service Plan, _____, and direct the Town Attorney to revise the Service Plan accordingly.

For Continuance: I move to continue the public hearing on the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5 to June 4, 2018 at 7:00 p.m.

For Denial: I move to deny approval of Resolution No. 2018-07 and the Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5.

Reviewed:


Town Manager

RESOLUTION

No. 2018-07

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2018-07

**A RESOLUTION
APPROVING THE CONSOLIDATED SERVICE PLAN FOR
JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5**

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., Johnstown Village, LLC, a Colorado limited liability company, submitted a Consolidated Service Plan (the “Service Plan”) for Johnstown Village Metropolitan Districts Nos. 1-5 (collectively, the “Districts”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A, to the Town Council of the Town of Johnstown for approval; and

WHEREAS, Johnstown Village, LLC is under contract to purchase the property within the proposed boundaries of the Districts from Massey Farms, LLLP, a Colorado limited liability limited partnership; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S. as amended, the Town Council, following due notice, held a public hearing on the proposed Service Plan on May 21, 2018; and

WHEREAS, the Town Council considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, based upon the testimony and evidence presented at the hearing, Town Council finds that the Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5 should be approved, subject to certain conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

1. **Satisfaction of Statutory Requirements as to Filing and Notice.** The Town Council, as the governing body of the Town of Johnstown, Colorado, does hereby determine, based on representations by and on behalf of the proponent of the Districts and other evidence presented at the public hearing, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the proposed Consolidated Service Plan for Johnstown Village Metropolitan Districts Nos. 1-5 have been fulfilled and that notice of the hearing was given.
2. **Jurisdiction.** Based on representations by and on behalf of the proponent of the Districts, the Town Council of the Town of Johnstown, Colorado, has jurisdiction over the subject matter of the proposed Service Plan pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **Findings.** Pursuant to Section 32-1-204.5, C.R.S., Section 32-1-202(2), C.R.S., and Section 32-1-203(2), C.R.S., the Town Council of the Town of Johnstown, Colorado, does hereby find and determine, based on the Service Plan, the representations by and on behalf of the proponent of the Districts and other evidence presented at the public hearing, that:

- (a) There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- (b) The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- (c) The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- (d) The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- (e) Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
- (f) The facility and service standards of the Districts are compatible with the facility and service standards of the Town;
- (g) The proposal is in substantial compliance the Johnstown Area Comprehensive Plan;
- (h) The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
- (i) The creation of the Districts is in the best interests of the area proposed to be served;
- (j) The creation of the Districts is in the best interests of the residents and future residents of the area proposed to be served; and
- (k) The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the Districts.

4. **Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the Consolidated Service Plan for the Johnstown Village Metropolitan Districts Nos. 1-5, attached as Exhibit A, as may be amended, if at all, as set forth below. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town's approval of the Service Plan shall not relieve Johnstown Village, LLC, the developer of the property within the boundaries of the Districts or any other owner of property in the Districts of any requirement, under the annexation agreement pertaining to the property within the Districts' boundaries or otherwise, to provide financial guarantees for construction of, and dedicate to the Town, all required public improvements.
- (b) Once the Districts have been duly organized, any material modification of the Service Plan shall require an amendment to the Service Plan, which must be approved by the Town.
- (c) At its first meeting after the effective date of this Resolution and in no event later than sixty days after the formation election of the Districts, the Board of Directors of each of the Districts shall execute the Intergovernmental Agreement with the Town ("IGA") and the Districts' Indemnity Letter in the forms set forth as Exhibits to the Service Plan presented to the Town Council at its May 21, 2018 hearing, or in forms otherwise acceptable to the Town Attorney, and shall deliver the fully executed originals of the IGA and Indemnity Letter to the Town.
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish or otherwise affect any of the requirements, limitations or other provisions of the Service Plan or IGA.
- (e) The Service Plan, attached as Exhibit A, shall be amended, if at all, pursuant to direction of Town Council at the May 21, 2018 hearing. If so directed, the Town Attorney shall modify the Service Plan and provide the finalized version of the Service Plan to the Town Clerk for filing with the records of the Town and to the owners of the property within the proposed boundaries of the Districts for, among other purposes, filing with the Weld County District Court.

5. **Execution of Town IGA.** The IGA referred to in Section 4(c), above, is hereby approved in essentially the same form as the copy of such IGA set forth as Exhibit D to the Service Plan presented to the Town Council at its May 21, 2018 hearing. The Mayor and Town Clerk are hereby authorized to execute the IGA on behalf of the Town provided the same has first been executed by the Districts.

6. **Filing of Resolution.** A certified copy of this Resolution, with the attached Service Plan, as may be amended, shall be filed in the records of the Town and submitted to the owners of the property within the proposed boundaries of the Johnstown Village Metropolitan Districts Nos. 1-5 for the purpose of filing in the Weld County District Court.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of May, 2018.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

**SERVICE
PLAN**

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LIST OF EXHIBITS

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EXHIBIT A-2	Legal Description – Inclusion Area Boundaries
EXHIBIT B	Johnstown Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT C-3	Proofs of Ownership and Consents of Owners
EXHIBIT D	Intergovernmental Agreement between the Districts and Johnstown
EXHIBIT E	Capital Plan
EXHIBIT E-1	Regional Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Form of District Disclosure Notice
EXHIBIT H	Indemnification Letters

I. INTRODUCTION

A. Intent and Purpose.

The Town intends that this Service Plan grant authority to the Districts to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The Town and the Districts acknowledge that the Districts are independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, this Service Plan or an intergovernmental agreement with the Town, the Districts' activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. Formation of the Districts is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the Districts to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the Districts and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the Districts. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the Districts.

The Town intends to authorize the Districts to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements so that the financial burden on End Users is minimized. The Districts shall be required to obtain authorization of the Town, in the form of an intergovernmental agreement, prior to issuing Debt for redevelopment of an existing Public Improvement.

The Town intends that the Districts dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a subdivision improvement development agreement, preliminary or final plat or other process established by the Town for identifying, among other matters, the Public Improvements necessary for facilitating development of property within a part or all of the Service Area as approved by the Town pursuant to the Town Code, as amended from time to time.

Board: means the board of directors of each District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the Districts or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy and/or impose and collect Development Fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.26.

Covenant Enforcement and Design Review Services: means those covenant enforcement and design review services authorized in the Special District Act.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the Districts to the Developer within the Districts for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the Districts.

Developer Debt Mill Levy Limitation Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.1.

Development Fee: means a one-time development or system development fee that may be imposed by the Districts on a per-unit basis at or prior to the issuance of a building permit for the unit or structure to assist with the planning and development of the Public Improvements.

District: means any one of the Districts.

Districts: means Johnstown Village Metropolitan District No. 1, Johnstown Village Metropolitan District No. 2, Johnstown Village Metropolitan District No. 3, Johnstown Village Metropolitan District No. 4 and Johnstown Village Metropolitan District No. 5, collectively.

End User: means any owner or occupant of any taxable residential real property or commercial property within the Districts after such property has been vertically developed. By way of illustration, a resident homeowner or renter is an End User. The Developer and any business entity that constructs homes is not an End User.

External Financial Advisor: means a consultant approved by the Town that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Developer or the Districts.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.10. below.

Financial Plan: means the Financial Plan described in Section VI, which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes.

Gallagher Adjustment: means, if, on or after January 1, 2018, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and Operations and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.14. below.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy as set forth in Section VI.D. below.

Operations and Maintenance Mill Levy: means the mill levy the Districts are permitted to impose for payment of administrative, operations and maintenance expenses as set forth in Section VI.C. below.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as Johnstown Village.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in an Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in Section V below, and as approved by the Board from time to time.

Publicly Marketed Debt: means Debt that is offered for sale to the public by the Districts with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the Districts for administrative, operations and maintenance costs and for services, programs or facilities provided by the Districts as limited by the provisions of Section V.A.15. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Service Area: means the property within the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with the Town's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the Districts.

Town: means the Town of Johnstown, Colorado.

Town Code: means the Town Code of the Town of Johnstown, Colorado.

Town Council: means the Town Council of the Town of Johnstown, Colorado.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one (1) acre and the total area proposed to be included in the Inclusion Area Boundaries is approximately One Hundred Seventeen (117) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. Proofs of Ownership and consents of the owners to organization of the Districts for all properties within the District Boundaries are attached hereto as **Exhibit C-3**. The Districts' boundaries may change from time to time as the Districts undergo inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately One Hundred Eighteen (118) acres of residential land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately One Thousand One Hundred Ninety (1190) people.

The Town's approval of this Service Plan does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units that may be identified in this Service Plan, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act and in other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The Districts shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The Districts may own, operate and maintain trails and related amenities within the Districts. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the Districts and shall not result in the Districts' residents subsidizing the use by non-Districts' residents. The Districts shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such use is not subsidized by the Districts' residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The Districts shall not be authorized to provide for ambulance or emergency medical services unless the provision of such service is approved by the Town in an intergovernmental agreement.

4. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

5. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Construction Standards Limitation. The Districts shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements; Sales and Use Tax. The Districts shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

8. Growth Limitations. The Districts acknowledge that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the Districts and the realization of Districts' revenue.

9. Conveyance. The Districts agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the Districts that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The Districts shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the Districts that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

10. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Districts' Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

The Districts shall submit written notice to the Town Manager of the name of the proposed External Financial Advisor which shall either be approved or objected to by the Town within twenty (20) days of the submittal of such written notice to the Town Manager. If the Town Manager does not object to such selection within the twenty (20) day period, the Town Manager's approval shall be deemed to have been given to the District retaining the External Financial Advisor named in the written notice.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the Districts shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt.

11. Inclusion Limitation. The Districts may include all property with the Inclusion Area Boundaries, and shall provide written notice to the Town of all such inclusions concurrently therewith. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the Town. The Districts shall only include within its boundaries property that has been annexed to the Town and no portion of any of the Districts shall ever consist of property not within the Town's corporate boundaries.

12. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping Districts.

13. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town Council of a preliminary subdivision plat for the Project, the Districts shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees.

14. Maximum Debt Authorization. The Districts shall not issue Debt in excess of Twenty Two Million Dollars (\$22,000,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the Districts shall not count against the Maximum Debt Authorization set forth herein.

15. Recurring Fee Limitation. The Districts may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the Districts. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the Districts, the Town shall be deemed to have approved the ability of the Districts to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

16. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply

to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

17. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts.

18. Public Improvement Fee Limitation. The Districts shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an intergovernmental agreement with the Town.

19. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan.

20. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town.

21. Eminent Domain Limitation. Absent the prior written approval of the Town, the Districts shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the Districts’ exercise of their statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area. Notwithstanding the foregoing, the Districts shall be permitted to exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside the Service Area for the purpose of connecting the offsite sanitary sewer, and offsite drainage and stormwater Public Improvements identified in **Exhibit E-1** to this Service Plan. In no event shall the Districts exercise their statutory power of dominant eminent domain to condemn property owned by the Town.

22. Covenant Enforcement and Design Review Services. The Districts shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the Districts in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the Districts. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the Districts.

23. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

24. Reimbursement Agreement with Adjacent Landowners. If the Districts utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be done in accordance with Town Code. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

25. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the Districts may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council.

26. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the Districts, or for funds expended on the Districts behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the Districts shall receive: a) the report of an engineer retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the Districts' organization; and b) the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the Districts' organization. Upon request, the Districts shall provide the reports to the Town. With respect to the offsite Public Improvements identified in the Capital Plan, it is anticipated that the Town and the Developer may enter into an agreement facilitating

the reimbursement to the Developer for a portion of such offsite costs from adjacent and/or offsite owners, which such agreement shall be done in accordance with Town Code. The Districts shall only be permitted to reimburse the Developer for such offsite costs if the Developer has not already been reimbursed pursuant to a reimbursement agreement with the Town. Further, the Districts may elect to reimburse the Developer for such offsite costs, provided that the Developer first assigns its right to reimbursement for offsite costs to the Districts. Any and all resulting reimbursements received for such offsite costs shall be used to repay the cost of the offsite Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

27. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the Districts or the operation and maintenance of the Public Improvements, the Districts shall receive the report of an accountant retained by the Districts, who is independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the Districts or the Public Improvements. Upon request, the Districts shall provide the report to the Town.

28. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the Districts' Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The Districts' website(s) shall include the name of the Project or a name that allows residents of the development community to readily locate the Districts online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

29. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the Districts, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The Districts shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

B. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Capital Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the Districts. A Capital Plan, attached hereto as **Exhibit E**, includes: (1) a list of the Public Improvements to be developed by the District, supported by a engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Twenty Two Million Dollars (\$22,000,000). Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the Developer of the Project.

D. Multiple District Structure.

The Town anticipates that the Districts, collectively, will undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements contemplated herein. Specifically, if the Districts determine it is in the best interest of their property owners, residents, and taxpayers to share costs of Public Improvements or otherwise coordinate efforts to implement the purposes of this Service Plan, the Districts shall enter into one or more intergovernmental agreements governing the relationship between and among the Districts with respect to the planning, design, acquisition, construction, installation and financing of the Public Improvements contemplated herein and with respect to the administration, operations and maintenance of the Districts. Such intergovernmental agreements between and among the Districts, and all amendments thereto, shall be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan, and the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement, or any provision thereof or amendment thereto, without the consent of all of the Districts shall be a material modification of the Service Plan. All intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan shall be submitted to the Town at least forty-five (45) days prior to their execution by the Districts, for Town review. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental

Agreement, and the terms of any Approved Development Plan or other instrument related to the Public Improvements. If the Town within such forty-five (45) days submits qualified objections to the proposed agreement or amendment, then the Districts shall work with the Town to resolve such objections and obtain Town Council approval, by resolution, of the form of such agreement or amendment prior to the Districts' execution thereof. The Town by a writing signed by the Town Manager may elect to waive such forty-five (45) day period.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts are reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed the Maximum Debt Authorization, Twenty Two Million Dollars (\$22,000,000), and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, as set forth in this Service Plan, including ad valorem property taxes or Development Fees.

The Financial Plan, prepared by D.A. Davidson & Co., and attached hereto as **Exhibit F**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue derived from property taxes for the Districts. The Maximum Debt Authorization is supported by the Financial Plan.

In addition to the other requirements of this Service Plan, at least forty-five (45) days prior to the issuance of any Debt, the Districts shall submit to the Town the then-current financial forecasts and feasibility reports for such proposed issuance, together with a current certification, of the Board(s) issuing such Debt, dated within sixty (60) days of such submittal, that such proposed Debt is in compliance with the Service Plan.

In its discretion, the Town may require additional financial forecasts and feasibility reports to evaluate the Financial Plan for commercial projects, wherein the Town is sharing revenue with, or providing additional economic incentives to, the Developer. Such a requirement shall be set forth in an intergovernmental agreement with the Town.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed twelve percent (12%). The proposed maximum underwriting discount shall be four percent (4%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to

observe the requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Developer Debt shall not exceed the lesser of the current Bond Buyer 20-Bond GO index plus four percent (4%) or twelve percent (12%). Developer Debt shall be subordinate to other Debt of the Districts and shall be subject to the debt limitation term provided in Section VI.D below.

C. Mill Levies.

1. Maximum Debt Mill Levy. The Maximum Debt Mill Levy is the maximum mill levy the Districts are permitted to impose for payment of Debt. The Maximum Debt Mill Levy shall be forty (40) mills subject to a Gallagher Adjustment. It is anticipated that the Districts will undertake the planning, design, acquisition, construction, installation, development and financing of those certain regional sanitary sewer, and drainage and stormwater improvements more particularly set forth in **Exhibit E-1** and required by the Approved Development Plans for the Project (the "Regional Improvements"). In the event the Districts undertake the planning, design, acquisition, construction, installation, development and financing of the Regional Improvements, the Maximum Debt Mill Levy the Districts are permitted to impose for the payment of Debt shall be fifty (50) mills subject to a Gallagher Adjustment, provided; however, that the Districts may impose a mill levy in excess of forty (40) mills, subject to Gallagher Adjustment, only for the costs of the Regional Improvements.

2. Operations and Maintenance Mill Levy. The Operations and Maintenance Mill Levy shall be a mill levy the Districts are permitted to impose for payment of the Districts' administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy shall be ten (10) mills, subject to a Gallagher Adjustment, and shall at all times not exceed the maximum mill levy necessary to pay those expenses.

3. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Mill Levy Imposition Term.

1. Developer Debt Mill Levy Imposition Term. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the Districts of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer. Developer Debt shall not have any call protection.

2. Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, a District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of the District imposing the mill levy are End Users residing in such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the Resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Developer of property within the boundaries of the Districts.

F. Publicly-Marketed Debt.

At least ten (10) business days prior to the issuance of Publicly-Marketed Debt, the Districts shall provide the Town with the marketing documents that have been or shall be published. Within ten (10) days subsequent to the issuance of Publicly-Marketed Debt, the Districts shall provide the Town with the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt and copies of the relevant Debt documents.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town's approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

H. District Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be One Hundred Fifty Thousand Dollars (\$150,000) which is anticipated to be derived from property taxes and other revenues.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Town no later than August 1st of each year following the year in which the Order and Decree creating the Districts has been issued (the "report year"). The Town reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five years after the District's organization.

B. Reporting of Significant Events.

The annual report required by this Section VII shall include information as to any of the following events that occurred during the report year:

1. Narrative of the Districts progress in implementing the Service Plan and a summary of the development in the Project.
2. Boundary changes made or proposed.
3. Intergovernmental agreements executed.
4. A summary of any litigation involving the Districts.
5. Proposed plans for the year immediately following the report year.
6. Construction contracts executed and the name of the contractors as well as the principal of each contractor.
7. Status of the Districts' Public Improvement construction schedule and the Public Improvement schedule for the following five years.
8. Notice of any uncured defaults.
9. A list of all Public Improvements constructed by the Districts that have been dedicated to and accepted by the Town.
10. If requested by the Town, copies of minutes of all meetings of the Districts' boards of directors.
11. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel and the date, place and time of the regular meetings of the Board.

12. Certification from the Boards that the Districts are in compliance with all provisions of the Service Plan.

13. Copies of any Agreements with the Developer entered into in the report year.

14. Copies of any Cost Verification Reports provided to the Districts in the report year.

C. Summary of Financial Information.

The annual report shall include a summary of the following information for the report year:

1. Assessed value of Taxable Property within the Districts' boundaries.
2. Total acreage of property within the Districts' boundaries.
3. Most recently filed audited financial statements of the Districts, to the extent audit financial statements are required by state law or most recently filed audit exemption.
4. Annual budget of the Districts.
5. Resolutions regarding issuance of Debt or other financial obligations, including relevant financing documents, credit agreements, and official statements.
6. Outstanding Debt (stated separately for each class of Debt).
7. Outstanding Debt service (stated separately for each class of Debt).
8. The Districts' tax revenue.
9. Other revenues of the Districts.
10. The Districts' Public Improvements expenditures.
11. The Districts' other expenditures.
12. The Districts' inability to pay any financial obligations as they come due.
13. The amount and terms of any new Debt issued.
14. Any Developer Debt.

VIII. DISSOLUTION

Upon a determination of the Town Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the

Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreement to be entered into between the Town and the Districts at the Districts' organizational meeting is attached as **Exhibit D**. The Districts shall submit the executed Intergovernmental Agreement to the Town within ten (10) days of the Districts' organizational meeting.

The Districts shall enter into one or more intergovernmental agreements from time to time to allocate their respective responsibilities for the provision of the Public Improvements. In addition to the requirements of V.D., above, the Districts shall submit a copy of any such intergovernmental agreement to the Town Manager within ten (10) business days of execution.

The Districts and the Developer shall also execute indemnification letters in the form attached hereto as **Exhibit H**. The Developer's indemnification letter shall be submitted to the Town as part of this Service Plan. The Districts shall approve and execute the indemnification letter at their first Board meeting after their organizational election, in the same form as the indemnification letter set forth as **Exhibit H**, and shall deliver an executed original to the Town within ten (10) days of the Districts' organizational meeting.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the Districts have undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the Districts to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the Districts hereby waive the provisions of C.R.S. § 32-1-207(3)(b) with respect to the Town and agree not to rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XI. MISCELLANEOUS

A. Headings. 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 Service Plan.

B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Council.

C. Town Expenses. The Districts shall pay any and all expenses, including but not limited to professional service fees and attorneys' fees, incurred by the Town in enforcing any provision of the Service Plan.

D. Disclosure Notice. The Districts' disclosure document required pursuant to Section 32-1-104.8, C.R.S. shall be in substantial conformance with form of such notice set forth in **Exhibit G**.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

6. The facility and service standards of the Districts are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;

8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area; and

9. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A-1

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Legal Description – Initial District Boundaries

EXHIBIT A-1 PROPERTY DESCRIPTION

LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION - INITIAL DISTRICT BOUNDARY & DIRECTOR'S PARCEL -

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE CENTER QUARTER CORNER BY A FOUND 2-1/2" ALUMINUM CAP STAMPED "D.B. & CO. 2001 PLS 34995" AND AT THE WEST QUARTER CORNER BY A FOUND 2-1/2" ALUMINUM CAP STAMPED "WC 95.0 2014 LS 38175". SAID LINE BEARS NORTH 87°20'46" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID CENTER QUARTER CORNER;

THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER NORTH 00°09'09" WEST A DISTANCE OF 56.58 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE NORTH 89°49'43" WEST A DISTANCE OF 66.00 FEET TO A POINT 66.00 FEET WEST, WHEN MEASURED AT RIGHT ANGLES, TO SAID EAST LINE;

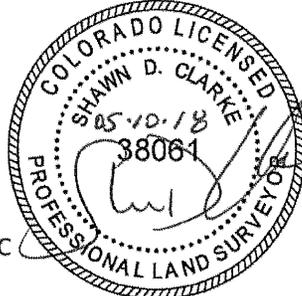
THENCE DEPARTING SAID EAST LINE AND ALONG A LINE 66.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE NORTH 00°09'09" WEST A DISTANCE OF 660.00 FEET;

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THENCE ALONG SAID EAST LINE SOUTH 00°09'09" EAST A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 43,560 SQUARE FEET, OR 1.00 ACRE, MORE OR LESS.

I, SHAWN D. CLARKE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PROPERTY DESCRIPTION WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38061
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

INITIAL DISTRICT BOUNDARY DESCRIPTION		Sheet 1 of 2							
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date: 01/03/18</td> <td style="width: 50%;"></td> </tr> <tr> <td>Drawn: TWK</td> <td></td> </tr> <tr> <td>Checked: SDC</td> <td></td> </tr> <tr> <td>Job No.: 17002082</td> <td></td> </tr> </table>		Date: 01/03/18		Drawn: TWK		Checked: SDC		Job No.: 17002082
Date: 01/03/18									
Drawn: TWK									
Checked: SDC									
Job No.: 17002082									



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303.462.1100

EXHIBIT A-2

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Legal Description – Inclusion Area Boundaries

EXHIBIT A-2 PROPERTY DESCRIPTION

LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION - INCLUSION AREA BOUNDARY -

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

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THENCE ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE NORTH 87°20'46" WEST A DISTANCE OF 2362.80 FEET TO A POINT 30.00 FEET EAST, WHEN MEASURED AT RIGHT ANGLES, OF THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE DEPARTING THE PARALLEL LINE WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER AND ALONG A LINE 30.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE NORTH 00°25'03" WEST A DISTANCE OF 1844.49 FEET;

THENCE DEPARTING SAID PARALLEL LINE WITH THE WEST LINE OF SAID NORTHWEST QUARTER SOUTH 89°49'43" EAST A DISTANCE OF 1,327.91 FEET;

THENCE NORTH 00°10'17" EAST A DISTANCE OF 648.62 FEET TO A POINT 60.00 FEET SOUTH, WHEN MEASURED AT RIGHT ANGLES, OF THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG A LINE 60.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE SOUTH 86°25'53" EAST A DISTANCE OF 1,039.15 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER;

(CONTINUED ON SHEET 2)



INCLUSION AREA BOUNDARY DESCRIPTION		Sheet 1 of 3
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18	
	Drawn: TWK	
	Checked: SDC	
	Job No.: 17002082	



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C:\000082\WV\WV\000082\01 AREA EXHIBIT.dwg 3/5/18

EXHIBIT A-2 PROPERTY DESCRIPTION

LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

(CONTINUED FROM SHEET 1)

THENCE DEPARTING SAID PARALLEL LINE WITH THE NORTH LINE OF SAID NORTHWEST QUARTER AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SOUTH 00°09'09" EAST A DISTANCE OF 1847.27 FEET;

THENCE DEPARTING SAID EAST LINE NORTH 89°49'43" WEST A DISTANCE OF 66.00 FEET;

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THENCE ALONG SAID EAST LINE SOUTH 00°09'09" EAST A DISTANCE OF 26.54 FEET TO THE POINT OF BEGINNING;
CONTAINING 5,079,714 SQUARE FEET, OR 116.61 ACRES, MORE OR LESS.

I, SHAWN D. CLARKE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PROPERTY DESCRIPTION WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38061
FOR AND ON BEHALF OF ATWELL, LLC

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INCLUSION AREA BOUNDARY DESCRIPTION

NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18	Sheet 2 of 3
	Drawn: TWK	
	Checked: SDC	
	Job No.: 17002082	



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LAKEWOOD, CO 80228
303.462.1100

S:\TOWNSHIP\NEW SURVEYS\SALE AREA\T4N.R67W.6TH.P.M.

EXHIBIT B

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Johnstown Vicinity Map

JOHNSTOWN VILLAGE

EXHIBIT B

SHEET 1 OF 1



VICINITY MAP

PROJECT NO.: 17002082

DATE: 05/10/2018



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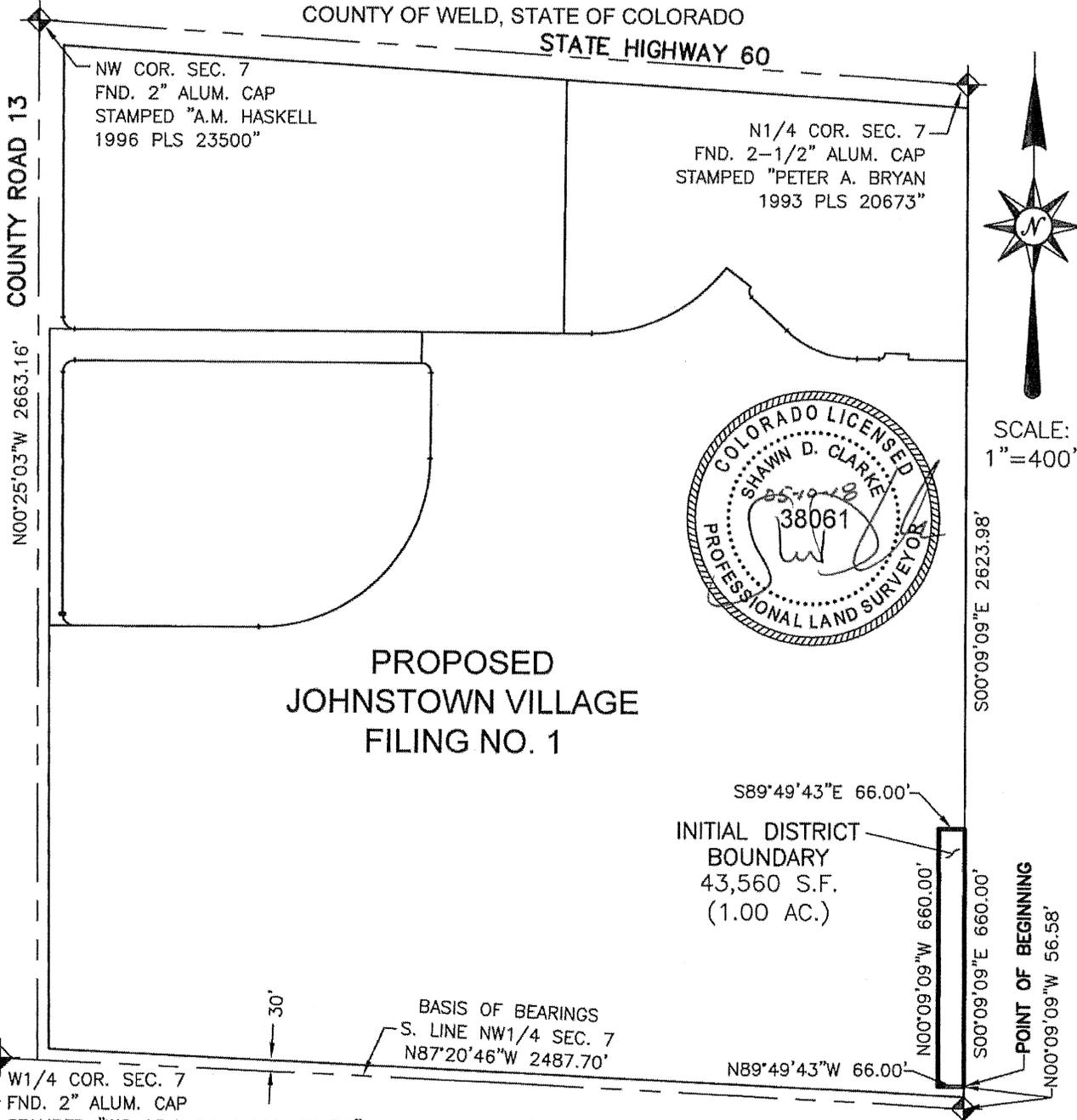
EXHIBIT C-1

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Initial District Boundary Map

EXHIBIT C-1
EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
 COUNTY OF WELD, STATE OF COLORADO



**PROPOSED
 JOHNSTOWN VILLAGE
 FILING NO. 1**



SCALE:
 1" = 400'



NOTE
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

POINT OF COMMENCEMENT C1/4 COR. SEC. 7
 FND. 2-1/2" ALUM. CAP STAMPED "D.B.&CO.
 2001 PLS 34995"
PARCEL CONTAINS 43,560 SQ. FT. OR 1.00 ACRE

INITIAL DISTRICT BOUNDARY MAP

NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18	Sheet 2 of 2
	Drawn: TWK	
	Checked: SDC	
	Job No.: 17002082	



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 LAKEWOOD, CO 80228
 303.482.1100

4-11-2018 10:00 AM 100% COMPLETE 100% AREA COMPLETE 8.5 x 11

EXHIBIT C-2

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Inclusion Area Boundary Map

EXHIBIT C-3

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Proofs of Ownership and Consent of Owners

January 9, 2018

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

RE: Proposed Johnstown Village Metropolitan District Nos. 1-5 (the "Districts")

To Whom It May Concern:

Massey Farms, LLLP, a Colorado limited liability limited partnership, is the owner of the property attached hereto as **Exhibit A**, which property constitutes the entirety of the territory proposed for inclusion within the boundaries of the Districts. The purpose of this letter is to advise the Town of Johnstown that Massey Farms, LLLP, consents to the organization of the Districts.

Massey Farms, LLLP, a Colorado limited liability limited partnership

William Massey
By: William Massey
Its: Managing Partner

STATE OF COLORADO)
COUNTY OF Denver)

) ss
)

YELENA DEMCHENKO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174000881
MY COMMISSION EXPIRES 01/09/2021

Subscribed and sworn to before me on this 9 day of January, 2018, by William K Massey, as managing partner of Massey Farms, LLLP.

[SEAL]

Yelena Demchenko
Notary Public

My commission expires 01/09/2021.

EXHIBIT A

**EXHIBIT A-1
PROPERTY DESCRIPTION**
LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION - DIRECTOR'S PARCEL - PROPOSED JOHNSTOWN VILLAGE FLG. NO. 1

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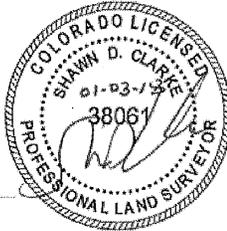
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CONTAINING 43,560 SQUARE FEET, OR 1.00 ACRE, MORE OR LESS.

I, SHAWN D. CLARKE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PROPERTY DESCRIPTION WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38061
FOR AND ON BEHALF OF ATWELL, LLC

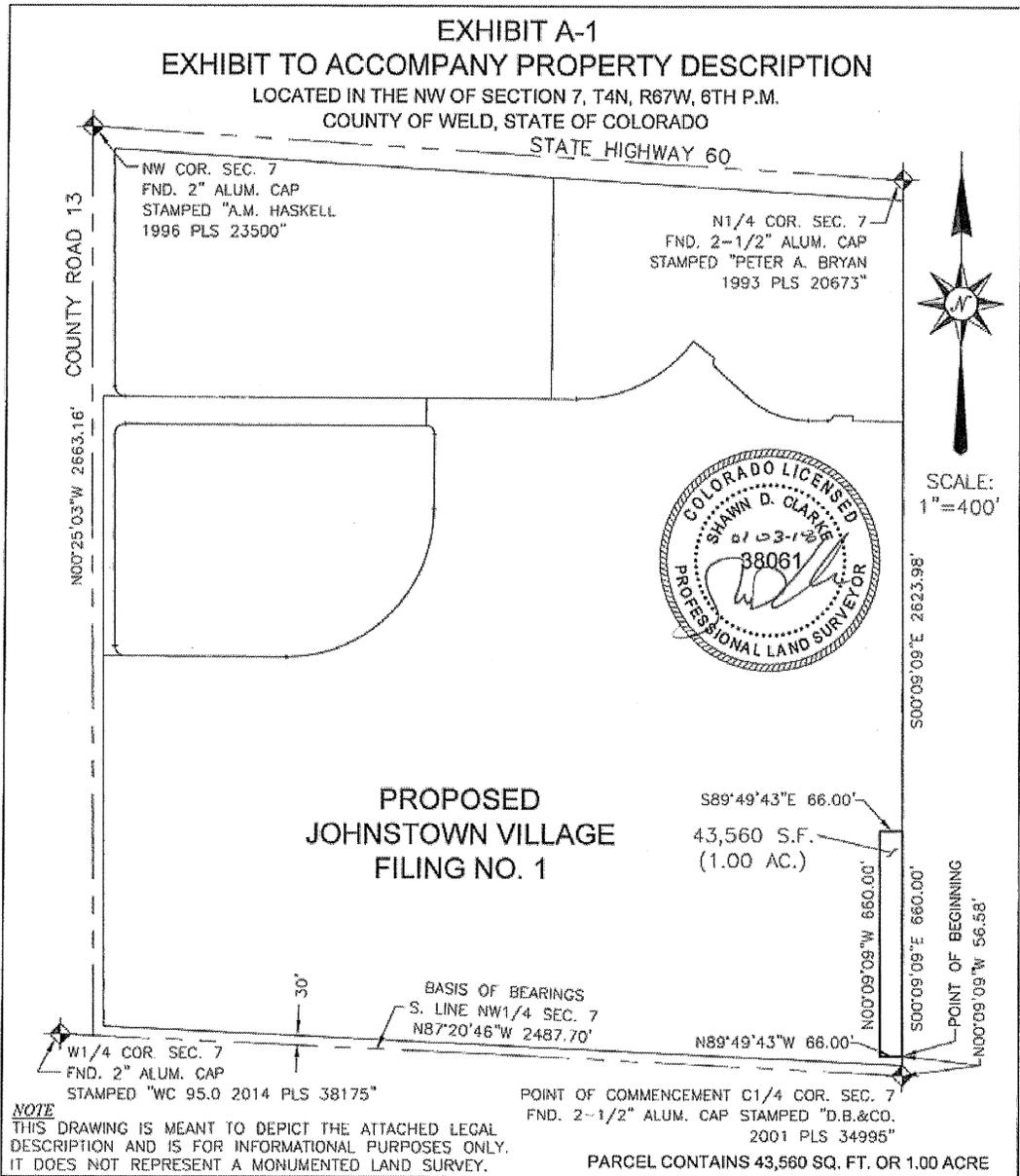
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DIRECTOR'S PARCEL DESCRIPTION		Sheet 1 of 2
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18 Drawn: TWK Checked: SDC Job No.: 17002082	



EXHIBIT A-1
EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
 COUNTY OF WELD, STATE OF COLORADO



NOTE
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POINT OF COMMENCEMENT C1/4 COR. SEC. 7
 FND. 2-1/2" ALUM. CAP STAMPED "D.B.&CO.
 2001 PLS 34995"
PARCEL CONTAINS 43,560 SQ. FT. OR 1.00 ACRE

DIRECTOR'S PARCEL DESCRIPTION EXHIBIT	
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18 Drawn: TWK Checked: SDC Job No.: 7002082

 ATWELL 866.850.4200 www.atwell-group.com 143 LINN BULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100	Sheet 2 of 2
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EXHIBIT A-2
PROPERTY DESCRIPTION
 LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
 COUNTY OF WELD, STATE OF COLORADO

PROPERTY DESCRIPTION - OVERALL BOUNDARY LESS DIRECTOR'S PARCEL -

PROPOSED JOHNSTOWN VILLAGE FLG. NO. 1

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(CONTINUED ON SHEET 2)



PROPERTY DESCRIPTION		Sheet 1 of 3
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18 Drawn: TWK Checked: SDC Job No.: 7002082	
ATWELL 866.850.4200 www.atwell-group.com 143 UNION BOULEVARD, SUITE 700 LAKEWOOD, CO 80228 303.462.1100		

EXHIBIT A-2
PROPERTY DESCRIPTION
 LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
 COUNTY OF WELD, STATE OF COLORADO

(CONTINUED FROM SHEET 1)

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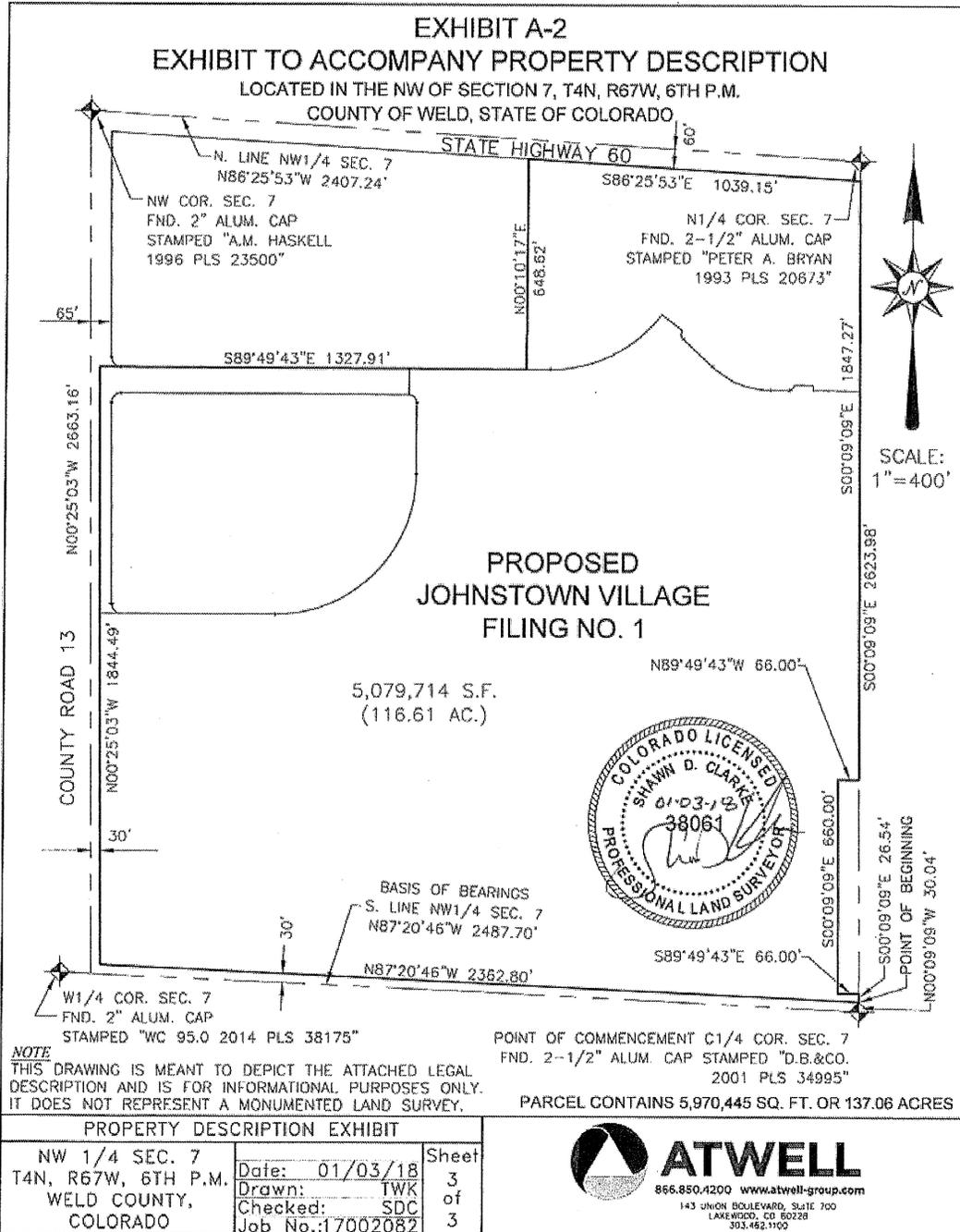
PROPERTY DESCRIPTION		Sheet 2 of 3
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18 Drawn: TWK Checked: SDC Job No.: 7002082	



11/15/2018 10:00 AM - 11/15/2018 10:00 AM - 11/15/2018 10:00 AM - 11/15/2018 10:00 AM

EXHIBIT A-2
EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

LOCATED IN THE NW OF SECTION 7, T4N, R67W, 6TH P.M.
 COUNTY OF WELD, STATE OF COLORADO



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POINT OF COMMENCEMENT C1/4 COR. SEC. 7
 FND. 2--1/2" ALUM. CAP STAMPED "D.B.&CO.
 2001 PLS 34995"

PROPERTY DESCRIPTION EXHIBIT		Sheet 3 of 3
NW 1/4 SEC. 7 T4N, R67W, 6TH P.M. WELD COUNTY, COLORADO	Date: 01/03/18 Drawn: TWK Checked: SDC Job No.: 17002082	


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 LAKEWOOD, CO 80228
 303.462.1100

Certificate Of Taxes Due

Account Number R4539886
 Parcel 105907000001
 Assessed To
 MASSEY FARMS LLLP
 C/O WILLIAM K MASSEY
 23570 E MORAIN PL
 AURORA, CO 80016-7039

Certificate Number 144656
 Order Number 25147448
 Vendor ID 14
 LAND TITLE GUARANTEE OF FT COLLINS
 772 WHALERS WAY STE 100
 FT COLLINS, CO 80525

Legal Description	Situs Address
JOHN NW4 7-4-67 (THE MASSEY FARMS 141 ANNEX) EXC UPRR RES	6086 W SOUTH 1ST ST JOHNSTOWN

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2016	\$5,517.48	\$0.00	\$0.00	\$0.00	\$5,517.48
Total Tax Charge					\$5,517.48
Grand Total Due as of 02/21/2017					\$5,517.48

Tax Billed at 2016 Rates for Tax Area 2972 - 2972

Authority	Mill Levy	Amount	Values	Actual	Assessed
WELD COUNTY	15.8000000*	\$1,046.10	PROPERTY NOT INTEGRAL TO AG-LAND	\$12,375	\$990
SCHOOL DIST RE5J	24.7950000	\$1,641.68	PROPERTY NOT INTEGRAL TO AG-IMPROVEMENTS	\$276,426	\$22,000
NORTHERN COLORADO WATER (NC)	1.0000000	\$66.21	AG-FLOOD IRRIGATED LAND	\$138,620	\$40,200
JOHNSTOWN TOWN	23.9470000	\$1,585.53	AG-WASTE LAND	\$27	\$10
JOHNSTOWN FIRE	11.4830000	\$760.30	OTHER BLDGS.-AGRICULTURAL	\$10,363	\$3,010
AIMS JUNIOR COLLEGE	6.3080000	\$417.66			
Taxes Billed 2016	83.3330000	\$5,517.48			
* Credit Levy					
Total				\$437,811	\$66,210

WARNING - THIS TAX CERTIFICATE DOES NOT WARRANT ANY TAXES OWED ON UNDERLYING ACCOUNTS OR PARENT OR CHILD ACCOUNTS. ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - SEPTEMBER 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK. SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned. I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER, WELD COUNTY, John R. Lefebvre, Jr.
 1400 N. 17th Avenue
 Greeley, CO 80631



Customer Distribution

Our Order Number: FC25147448-2

Date: 03-01-2017

Property Address: JOHNSTOWN VILLAGE VACANT LAND, JOHNSTOWN, CO 80534

For Closing Assistance

Chris Dougherty
6400 S. FIDDLERS GREEN #101
ENGLEWOOD, CO 80111
303-488-2630 (phone)
303-393-4935 (fax)
cdougherty@ltgc.com
Company License: CO44565
Contact License: CO101749

Closer's Assistant

LINDA POPE
6400 S. FIDDLERS GREEN #101
ENGLEWOOD, CO 80111
303-488-2623 (phone)
303-393-4935 (fax)
lpope@ltgc.com

For Title Assistance

FT. COLLINS CUSTOMER CARE
772 WHALERS WAY #100
FORT COLLINS, CO 80525
970-282-3649 (phone)
970-282-3652 (fax)
customercare@ltgc.com

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

Buyer/Borrower

JOHNSTOWN VILLAGE LLC
Delivered via: Electronic Mail

Agent for Buyer

MULHERN & COMPANY
Attention: MR. STEVEN MULHERN
2750 S EMERSON
ENGLEWOOD, CO 80113
303-915-7073 (work)
steve@mulhernco.com
Delivered via: Undetermined

Seller/Owner

MASSEY FARMS, LLLP, A COLORADO LIMITED LIABILITY LIMITED
PARTNERSHIP
Delivered via: Electronic Mail

Robin Nolan

Spencer Fane LLP
rnolan@spencerfane.com
Delivered via: Undetermined

Agent for Seller

TARA REALTY LLC
Attention: DIANE WEISS
839 DIAMOND RIDGE CIR
CASTLE ROCK, CO 80108
720-219-1567 (work)
720-733-8913 (work fax)
dianewei30@gmail.com
Delivered via: Electronic Mail

Attorney for Buyer

JEAN GOLD
jgold@foxrothschild.com
Delivered via: Undetermined

Buyer/Borrower

JOHNSTOWN VILLAGE COMMUNITY LLC
Attention: JOHNSTOWN VILLAGE COMMUNITY LLC
Delivered via: Electronic Mail



Land Title Guarantee Company

Estimate of Title Fees

Order Number: FC25147448-2

Date: 03-01-2017

Property Address: JOHNSTOWN VILLAGE VACANT LAND, JOHNSTOWN, CO 80534

Buyer/Borrower: JOHNSTOWN VILLAGE LLC, A COLORADO LIMITED LIABILITY COMPANY

Seller: MASSEY FARMS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

Visit Land Title's website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	\$3,623.00
Deletion of Standard Exception(s)	\$100.00
ALTA Loan Policy 06-17-06	\$150.00
Tax Certificate	\$26.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	\$3,899.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: FC25147448-2

Customer Ref-Loan No.:

Property Address:

JOHNSTOWN VILLAGE VACANT LAND, JOHNSTOWN, CO 80534

1. Effective Date:

02-15-2017 At 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$1,754,790.00
Proposed Insured:
JOHNSTOWN VILLAGE LLC, A COLORADO
LIMITED LIABILITY COMPANY

"ALTA" Loan Policy 06-17-06 \$877,395.00
Proposed Insured:
MASSEY FARMS, LLLP, A COLORADO LIMITED
LIABILITY LIMITED PARTNERSHIP, ITS
SUCCESSORS AND/OR ASSIGNS

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

MASSEY FARMS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

5. The Land referred to in this Commitment is described as follows:

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

EXCEPT THOSE PORTIONS DESCRIBED IN DEEDS RECORDED JUNE 24, 1905 AT RECEPTION NO. 103575 (BOOK 212, PAGE 188) AND AUGUST 6, 1957, IN BOOK 1483, PAGE 99

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: FC25147448-2

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ALTA SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID ALTA SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR MASSEY FARMS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP RECORDED MARCH 27, 2014 AT RECEPTION NO. 4005034 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES WILLIAM K. MASSEY OR LINDA J. BINKLEY AS THE MANAGING GENERAL PARTNERS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF JOHNSTOWN VILLAGE LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

5. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR JOHNSTOWN VILLAGE LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

6. RELEASE OF DEED OF TRUST DATED MARCH 03, 2006 FROM MASSEY FARMS, LLLP, A COLORADO

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B-1

(Requirements)

Order Number: FC25147448-2

The following are the requirements to be complied with:

LIMITED LIABILITY LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF WELD COUNTY FOR THE USE OF GUARANTY BANK AND TRUST COMPANY TO SECURE THE SUM OF \$325,000.00 RECORDED MARCH 16, 2006, UNDER RECEPTION NO. 3371121.

7. WARRANTY DEED FROM MASSEY FARMS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO JOHNSTOWN VILLAGE LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
8. DEED OF TRUST FROM JOHNSTOWN VILLAGE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF WELD COUNTY FOR THE USE OF MASSEY FARMS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO SECURE THE SUM OF \$877,395.00.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, AND A SURVEY OF THE LAND, EXCEPTIONS 1 THROUGH 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT AND SURVEY WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, EXCEPTION NO. 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, EXCEPTION NO. 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A SATISFACTORY LIEN AFFIDAVIT AT CLOSING.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: FC25147448-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273.
9. RESERVATIONS MADE BY UNION PACIFIC RAILWAY COMPANY, IN DEED RECORDED JULY 31 1885, AT RECEPTION NO. 17654 IN BOOK 50 AT PAGE 42, PROVIDING SUBSTANTIALLY AS FOLLOWS: RESERVING UNTO SAID COMPANY AND ITS ASSIGNS ALL COAL THAT MAY BE FOUND UNDERNEATH THE SURFACE OF LAND HEREIN DESCRIBED AND THE EXCLUSIVE RIGHT TO PROSPECT AND MINE FOR SAME, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY APPEAR NECESSARY FOR PROPER WORKING OF ANY COAL MINE THAT MAY BE DEVELOPED UPON SAID PREMISES AND FOR TRANSPORTATION OF COAL FROM SAME.

RELINQUISHMENT OF SURFACE RIGHTS AS CONTAINED IN DEED RECORDED JUNE 26, 2006 AT RECEPTION NO. 3398734.
10. RIGHTS OF WAY CONTAINED IN DEED RECORDED JULY 21, 1890 AT RECEPTION NO. 35826, IN BOOK 86 AT PAGE 467.
11. RIGHT OF WAY EASEMENT AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH CO. IN INSTRUMENT RECORDED FEBRUARY 19, 1941, IN BOOK 1075 AT PAGE 98.
12. CONVEYANCE OF MINERALS AND MINERAL RIGHTS AS CONTAINED IN DEED RECORDED JULY 8, 1957 IN BOOK 1481 AT PAGES 186, 187, 188, 189 AND 190 AND ANY AND ALL INTERESTS THEREIN OR RIGHTS THEREUNDER.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: FC25147448-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

13. RIGHT OF WAY EASEMENT AS GRANTED TO THE STATE HIGHWAY COMMISSION OF COLORADO IN INSTRUMENT RECORDED AUGUST 06, 1957, IN BOOK 1483 AT PAGE 104.
14. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE THE BIG THOMPSON SOIL CONSERVATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JULY 27, 1970, UNDER RECEPTION NO. 1551961.
15. OIL AND GAS LEASE RECORDED DECEMBER 12, 1985 UNDER RECEPTION NO. 2035615 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
16. TERMS, CONDITIONS AND PROVISIONS OF LEASE AND OPTION RECORDED AUGUST 23, 1996 AT RECEPTION NO. 2507664.
17. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 28, 2002 UNDER RECEPTION NO. 2955235.
18. RIGHT OF WAY EASEMENT AS GRANTED TO THE TOWN OF JOHNSTON IN INSTRUMENT RECORDED MAY 09, 2005, UNDER RECEPTION NO. 3284170.
19. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED SEPTEMBER 21, 2006 AT RECEPTION NO. 3421282.
20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF MASSEY FARMS 141 ANNEXATION RECORDED SEPTEMBER 21, 2006 UNDER RECEPTION NO. 3421285.
21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE THE THOMSON RIVERS PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED APRIL 26, 2007, UNDER RECEPTION NO. 3471614.
22. TERMS, CONDITIONS AND PROVISIONS OF REQUEST FOR NOTIFICATION OF PENDING SURFACE DEVELOPMENT RECORDED AUGUST 06, 2007 AT RECEPTION NO. 3495293.
23. RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED FEBRUARY 04, 2010, UNDER RECEPTION NO. 3674063.
24. RIGHT OF WAY EASEMENT AS GRANTED TO THE TOWN OF JOHNSTOWN IN INSTRUMENT RECORDED AUGUST 24, 2010, UNDER RECEPTION NO. 3713675.
25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2010, UNDER RECEPTION NO. 3721790.
26. OIL AND GAS LEASE RECORDED DECEMBER 20, 2010 UNDER RECEPTION NO. 3740067 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

DECLARATION OF POOLING RECORDED MAY 19, 2011 UNDER RECEPTION NO. 3769490.
27. RIGHT OF WAY EASEMENT AS GRANTED TO KERR-MCGEE GATHERING, LLC IN INSTRUMENT RECORDED NOVEMBER 05, 2015, UNDER RECEPTION NO. 4156107.

Old Republic National Title Insurance Company
Schedule B-2

(Exceptions)

Order Number: FC25147448-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:

- (A) MOUNTAIN BELL TELEPHONE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870705.
- (B) WESTERN SLOPE GAS COMPANY, RECORDED MARCH 9, 1983 AT RECEPTION NO. 1919757.
- (C) ASSOCIATED NATURAL GAS, INC., RECORDED JULY 20, 1984 AT RECEPTION NO. 1974810 AND RECORDED OCTOBER 1, 1984 AT RECEPTION NO. 1983584 AND RECORDED MARCH 3, 1988 AT RECEPTION NO. 2132709 AND RECORDED APRIL 10, 1989 AT RECEPTION NO. 2175917.
- (D) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 AT RECEPTION NO. 2058722.
- (E) COLORADO INTERSTATE GAS COMPANY, RECORDED AUGUST 31, 1984 AT RECEPTION NO. 1979784.
- (F) UNION RURAL ELECTRIC ASSOCIATION, INC., RECORDED OCTOBER 5, 1981 AT RECEPTION NO. 1871004.
- (G) WESTERN GAS SUPPLY COMPANY, RECORDED APRIL 2, 1985 AT RECEPTION NO. 2004300.
- (H) PUBLIC SERVICE COMPANY OF COLORADO, RECORDED NOVEMBER 9, 1981 AT RECEPTION NO. 1874084.
- (I) ST. VRAIN SANITATION DISTRICT, RECORDED DECEMBER 14, 1988 AT RECEPTION NO. 2164975.
- (J) LEFT HAND WATER DISTRICT, RECORDED AUGUST 28, 1990 AT RECEPTION NO. 2224977.
- (K) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296.
- (L) WIGGINS TELEPHONE ASSOCIATION RECORDED OCTOBER 14, 1992 AT RECEPTION NO. 2306829.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
 - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



Commitment to Insure

ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

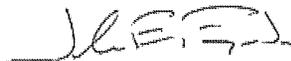
STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

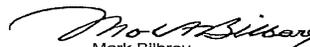
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue
Suite 600
Denver, Colorado 80206
303-321-1880


John E. Freyer, Jr.
President



Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111


Mark Bilbrey
President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager
Secretary

EXHIBIT D

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Intergovernmental Agreement between the Districts and Johnstown

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the TOWN OF JOHNSTOWN, a home-rule municipal corporation of the State of Colorado ("Town"), and JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5, quasi-municipal corporations and political subdivisions of the State of Colorado (the "Districts"). The Town and the Districts are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts' Service Plan approved by the Town on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The Districts shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The Districts may own, operate and maintain trails and related amenities within the Districts. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the Districts and shall not result in the Districts' residents subsidizing the use by non-Districts' residents. The Districts shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such use is not subsidized by the Districts' residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The Districts shall not be authorized to provide for ambulance or emergency medical services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

4. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

5. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Construction Standards Limitation. The Districts shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction. The Districts shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

7. Zoning and Land Use Requirements; Sales and Use Tax. The Districts shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

8. Growth Limitations. The Districts agree that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the Districts and the realization of Districts' revenue.

9. Conveyance. The Districts agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the Districts that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The Districts shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the Districts that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

10. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Districts' Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

The Districts shall submit written notice to the Town Manager of the name of the proposed External Financial Advisor which shall either be approved or objected to by the Town within twenty (20) days of the submittal of such written notice to the Town Manager. If the Town Manager does not object to such selection within the twenty (20) day period, the Town Manager's approval shall be deemed to have been given to the District retaining the External Financial Advisor named in the written notice.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the Districts shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt.

11. Inclusion Limitation. The Districts may include all property with the Inclusion Area Boundaries, and shall provide written notice to the Town of all such inclusions concurrently therewith. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries without the prior approval of Town Council. The Districts shall only include within its boundaries property that has been annexed to the Town and no portion of any of the Districts shall ever consist of property not within the Town's corporate boundaries.

12. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping Districts.

13. Debt Limitation. Unless otherwise approved by separate intergovernmental agreement or an amendment to this Agreement, on or before the effective date of approval by the Town Council of a preliminary subdivision plat for the Project, the Districts shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and

collect any Development Fees, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

14. Maximum Debt Authorization. The Districts shall not issue Debt in excess of Twenty Two Million Dollars (\$22,000,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the Districts shall not count against the Maximum Debt Authorization set forth herein.

15. Recurring Fee Limitation. The Districts may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the Districts. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the Districts, the Town shall be deemed to have approved the ability of the Districts to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

16. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

17. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior approval of Town Council, unless such consolidation is with one of the other Districts.

18. Public Improvement Fee Limitation. The Districts shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

19. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

- a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and
- b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan.

20. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

21. Eminent Domain Limitation. Absent the prior written approval of the Town, the Districts shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the Districts’ exercise of their statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area. Notwithstanding the foregoing, the Districts shall be permitted to exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside the Service Area for the purpose of connecting the offsite sanitary sewer, and offsite drainage and stormwater Public Improvements identified in Exhibit E-1 to this Service Plan. In no event shall the Districts exercise their statutory power of eminent domain to condemn property owned by the Town, whether within or outside of the Service Area.

22. Covenant Enforcement and Design Review Services. The Districts shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the Districts in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the Districts. The Town’s architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the Districts.

23. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

24. Reimbursement Agreement with Adjacent Landowners. If the Districts utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be done in

accordance with Town Code. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

25. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the Districts shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council.

26. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the Districts, or for funds expended on the Districts behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the Districts shall receive: a) the report of an engineer retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the Districts' organization; and b) the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the Districts' organization. Upon request, the Districts shall provide the reports to the Town. With respect to the offsite Public Improvements identified in the Capital Plan, it is anticipated that the Town and the Developer may enter into an agreement providing for the reimbursement to the Developer for a portion of such offsite costs. The Districts shall only be permitted to reimburse the Developer for such offsite costs if the Developer has not already been reimbursed pursuant to a reimbursement agreement with the Town. Further, the Districts may elect to reimburse the Developer for such offsite costs, provide that the Developer first assigns its right to reimbursement for offsite costs to the Districts. Any and all resulting reimbursements received for such offsite costs shall be used to re-pay the cost of the offsite Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

27. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the Districts or the

operation and maintenance of the Public Improvements, the Districts shall receive the report of an accountant retained by the Districts, who is independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountants opinion, receivable and related to the administration, operations or maintenance of the Districts or the Public Improvements. Upon request, the Districts shall provide the report to the Town.

28. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the Districts' Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The Districts' website(s) shall include the name of the Project or a name that allows residents of the development community to readily locate the Districts online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

29. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the Districts, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The Districts shall be responsible for payment of the Town consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

30. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

31. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be maximum mill levy the Districts are permitted to impose for payment of Debt. The Maximum Debt Mill Levy shall be forty (40) mills, subject to a Gallagher Adjustment. It is anticipated that the Districts will undertake the planning, design, acquisition, construction, installation, development and financing of those certain regional sanitary sewer, and drainage and stormwater improvements more particularly set forth in Exhibit E-1 and required by the Approved Development Plans for the Project (the "Regional Improvements"). In the event the Districts undertake the planning, design, acquisition, construction, installation, development and financing of the Regional Improvements, the Maximum Debt Mill Levy the Districts are permitted to impose for the payment of Debt shall be fifty (50) mills subject to a Gallagher Adjustment,

provided; however, that the Districts may impose a mill levy in excess of forty (40) mills, subject to Gallagher Adjustment, only for the costs of the Regional Improvements.

32. Operations and Maintenance Mill Levy. The Operations and Maintenance Mill Levy shall be a mill levy the Districts are permitted to impose for payment of the Districts' administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy shall be ten (10) mills, subject to a Gallagher Adjustment, and shall at all times not exceed the maximum mill levy necessary to pay those expenses.

33. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

34. Mill Levy Imposition Term.

(a) Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the Districts of an ad valorem property tax to pay any Debt, except as otherwise provided in an amendment of this Agreement or subsequent intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer. Developer Debt shall not have any call protection.

(b) Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, a District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of the District imposing the mill levy are End Users residing in such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

35. Dissolution. Upon a determination of the Town Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

36. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by

courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Johnstown Village Metropolitan District Nos.
1-5
Attn: Robert G. Rogers, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: rrogers@wbapc.com

To the Town: Attn: Town Manager
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534
Phone: (970) 587-4664

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

37. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

38. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

39. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

40. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in the County in which the Districts are located.

41. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

42. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

43. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.

44. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

45. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

46. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the Districts are required to construct, or pay any debt or liability of the Districts, including any Bonds.

47. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

48. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

JOHNSTOWN VILLAGE METROPOLITAN
DISTRICT NOS. 1-5

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

EXHIBIT E

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Capital Plan



CONSULTING. ENGINEERING. CONSTRUCTION.

Atwell, LLC
143 Union Boulevard
Suite 700
Lakewood, CO 80228

May 10, 2018

**RE: Johnstown Village – Service Plan Engineers Cost Estimate
Johnstown, Colorado**

Our office prepared the Engineers Cost Estimate for the Johnstown Village development located in Johnstown, Colorado. The estimate was based on yet to be approved construction drawing plans for grading, roadways, water, sanitary sewer and storm sewer. Our office created an itemized spreadsheet of all proposed public improvements with respective current market unit prices. Market prices were derived from previously completed projects in Denver metro and consulting with the Johnstown Town Engineer.

The projected estimated cost for the development is reasonable.

Sincerely,

Kevin Rohrbough, P.E.
Engineer
Atwell, L.L.C.



Exhibit E
Metro District Public Improvement Costs
Johnstown Village
Johnstown, CO
Summary

Prepared For: Johnstown Village, LLC
Prepared By: Atwell, LLC
Date : 5/9/2018

Description	Cost	
Onsite	\$ 12,733,739.00	
Offsite	\$ 3,895,309.00	
Sub-Total:	\$ 16,629,048.00	
15% Contingency:	\$ 2,494,357.20	
Construction Subtotal:	\$ 19,123,405.20	
Engineering (4%)	\$ 764,936.21	Includes construction phase fees and inspection.
Surveying/Testing (3%)	\$ 573,702.16	
Architectural (3%)	\$ 573,702.16	
Legal Fees (3%)	\$ 573,702.16	
Professional Services Subtotal:	\$ 2,486,042.68	
Building Fees (0.5%)	\$ 95,617.03	
Technical Fees (0.5%)	\$ 95,617.03	
Building Related Fees Subtotal	\$ 191,234.05	
GRAND TOTAL:	\$ 21,800,681.93	



Johnstown Village
Metro District Public Improvement Costs
ONSITE

Project:
 Prepared By:

Johnstown Village
 Atwell, LLC

Prepared For: Johnstown Village, LLC
 Date: May 9, 2018

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>EARTHWORK AND EROSION CONTROL</u>					
Complete-in-Place Earthwork	330,000	CY	\$ 3.00	\$ 990,000.00	
Export Earthwork	5,000	CY	\$ 15.00	\$ 75,000.00	
Overexcavation Cut	60,000	CY	\$ 2.00	\$ 120,000.00	
Sediment and Erosion Control CBMPs	141	AC	\$ 2,500.00	\$ 352,500.00	
Subtotal				\$ 1,537,500.00	
<u>SURFACE IMPROVEMENTS</u>					
Asphalt Roadway	66,800	SY	\$ 60.00	\$ 4,008,000.00	
Curb, Gutter & 5' Sidewalk	33,400	LF	\$ 55.00	\$ 1,837,000.00	
8' Concrete Sidewalk	4,775	LF	\$ 20.00	\$ 95,500.00	
Concrete Cross Pan	25	EA	\$ 2,500.00	\$ 62,500.00	
Handicap Pedestrian Ramp	70	EA	\$ 2,000.00	\$ 140,000.00	
Subtotal				\$ 6,143,000.00	
<u>SIGNAGE AND LIGHTING</u>					
Street Name Sign	25	EA	\$ 500.00	\$ 12,500.00	
No Parking Sign	34	EA	\$ 500.00	\$ 17,000.00	
Street Light	35	EA	\$ 4,500.00	\$ 157,500.00	
Striping	1	LS	\$ 60,000.00	\$ 60,000.00	
Subtotal				\$ 247,000.00	
<u>WATER IMPROVEMENTS:</u>					
8" PVC Water Main (includes fittings)	13,633	LF	\$ 55.00	\$ 749,815.00	
10" PVC Water Main (includes fittings)	5,652	LF	\$ 62.00	\$ 350,424.00	
Connect to Existing Water Main	4	EA	\$ 5,000.00	\$ 20,000.00	
2" Blow-off	5	EA	\$ 4,000.00	\$ 20,000.00	
3/4 inch Water Service and Meter Pit	261	EA	\$ 1,650.00	\$ 430,650.00	
Fire Hydrant Assembly, 6" DIP and 6" G.V.	26	EA	\$ 5,500.00	\$ 143,000.00	
Subtotal				\$ 1,713,889.00	
<u>SANITARY SEWER IMPROVEMENTS:</u>					
8" PVC Sanitary Sewer Main	21,825	LF	\$ 50.00	\$ 1,091,250.00	
3/4" PVC Sanitary Sewer Service	261	EA	\$ 1,200.00	\$ 313,200.00	
Connect to Existing Sanitary Sewer Main	3	EA	\$ 5,000.00	\$ 15,000.00	
4' Sanitary Sewer Manholes	73	EA	\$ 4,250.00	\$ 310,250.00	
Subtotal				\$ 1,729,700.00	
<u>DRAINAGE AND STORMWATER IMPROVEMENTS:</u>					
20-ft Type R Inlet	5	EA	\$ 11,100.00	\$ 55,500.00	
15-ft Type R Inlet	8	EA	\$ 9,500.00	\$ 76,000.00	
10-ft Type R Inlet	4	EA	\$ 6,800.00	\$ 27,200.00	
5-ft Type R Inlet	2	EA	\$ 4,800.00	\$ 9,600.00	
Type C Inlet	2	EA	\$ 3,700.00	\$ 7,400.00	
18" FES	5	EA	\$ 1,200.00	\$ 6,000.00	
5' Storm Sewer Manhole	16	EA	\$ 4,250.00	\$ 68,000.00	
6' Storm Sewer Manhole	6	EA	\$ 6,000.00	\$ 36,000.00	
18-inch Storm Sewer	570	LF	\$ 60.00	\$ 34,200.00	
24-inch Storm Sewer	120	LF	\$ 89.00	\$ 10,680.00	
30-inch Storm Sewer	1,010	LF	\$ 125.00	\$ 126,250.00	
36-inch Storm Sewer	700	LF	\$ 149.00	\$ 104,300.00	
42-inch Storm Sewer	2,520	LF	\$ 175.00	\$ 441,000.00	
48-inch Storm Sewer	490	LF	\$ 210.00	\$ 102,900.00	
Subtotal				\$ 1,105,030.00	
<u>DETENTION POND IMPROVEMENTS</u>					
Forebay	3	EA	\$ 40,000.00	\$ 120,000.00	Includes FES
Concrete Trickle Channel	1,140	LF	\$ 33.00	\$ 37,620.00	
Outlet Structure	2	EA	\$ 35,000.00	\$ 70,000.00	Phase I and Phase II
Emergency Spillways	2	EA	\$ 15,000.00	\$ 30,000.00	Phase I and Phase II, includes riprap
Subtotal				\$ 257,620.00	

Onsite Total	\$ 12,733,739.00
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Johnstown Village
Metro District Public Improvement Costs
OFFSITE

Project:
Prepared By:

Johnstown Village
Atwell, LLC

Prepared For: Johnstown Village, LLC
Date: May 9, 2018

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
<u>SURFACE IMPROVEMENTS</u>					
Asphalt Roadway	13,850	SY	\$ 65.00	\$ 900,250.00	
6" Curb and Gutter	4,950	LF	\$ 25.00	\$ 123,750.00	
1' Sawcut & Remove Existing Pavement	4,985	LF	\$ 8.00	\$ 39,880.00	
Handicap Ramp	6	EA	\$ 2,000.00	\$ 12,000.00	
Striping	1	LS	\$ 50,000.00	\$ 50,000.00	
Traffic Signal	1	LS	\$ 75,000.00	\$ 75,000.00	
Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	
Subtotal				\$ 1,220,880.00	
<u>SANITARY SEWER IMPROVEMENTS:</u>					
15" PVC Sanitary Sewer Main	3,820	LF	\$ 65.00	\$ 248,300.00	
Connect to Existing Sanitary Sewer Main	2	EA	\$ 5,000.00	\$ 10,000.00	
4' Sanitary Sewer Manholes	10	EA	\$ 4,250.00	\$ 42,500.00	
Railroad Crossing/Sleeving	100	LF	\$ 500.00	\$ 50,000.00	
Canal Crossing	100	LF	\$ 300.00	\$ 30,000.00	
Subtotal				\$ 380,800.00	
<u>DRAINAGE AND STORMWATER IMPROVEMENTS:</u>					
4' Storm Sewer Manhole	4	EA	\$ 4,500.00	\$ 18,000.00	
6' Storm Sewer Manhole - Boxbase	5	EA	\$ 7,000.00	\$ 35,000.00	
8' Storm Sewer Manhole - Boxbase	14	EA	\$ 10,000.00	\$ 140,000.00	
18-inch Storm Sewer	259	LF	\$ 60.00	\$ 15,540.00	
24-inch Storm Sewer	1,016	LF	\$ 89.00	\$ 90,424.00	
42-inch Storm Sewer	1,391	LF	\$ 175.00	\$ 243,425.00	
60-inch Storm Sewer	544	LF	\$ 230.00	\$ 125,120.00	
72-inch Storm Sewer	3,893	LF	\$ 340.00	\$ 1,323,620.00	
Railroad Crossing - 18" RCP	100	LF	\$ 500.00	\$ 50,000.00	
Canal Crossing - 60" RCP	100	LF	\$ 1,000.00	\$ 100,000.00	
Outfall to Little Thompson River	1	LS	\$ 100,000.00	\$ 100,000.00	
Subtotal				\$ 2,241,129.00	
<u>EROSION CONTROL</u>					
Sediment & Erosion Control CBMPs	10	AC	\$ 5,250.00	\$ 52,500.00	
Subtotal				\$ 52,500.00	
Offsite Total				\$ 3,895,309.00	

EXHIBIT E-1

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Regional Improvements

Offsite Improvements
Johnstown Village
Johnstown, CO
Summary



Prepared For: Johnstown Village, LLC
Prepared By: Atwell, LLC
Date: 5/9/2018

Description	Cost	
	Shared	Not Shared
Offsite	\$ 2,621,929.00	\$ 963,180.00
15% Contingency:	\$ 393,289.35	\$144,477
Construction Subtotal:	\$ 3,015,218.35	\$ 1,107,657.00

DIFFERENCE:

\$ 1,907,561.35



**Johnstown Village
Offsite Improvements
OFFSITE**

Project:
Prepared By:

Johnstown Village
Atwell, LLC

Prepared For: Johnstown Village, LLC
Date: May 9, 2018

Item	Quantity	Unit	Unit Cost	Cost Per Item	Comments
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Design With Sharing

SANITARY SEWER IMPROVEMENTS:

15" PVC Sanitary Sewer Main	3,820	LF	\$ 65.00	\$ 248,300.00	
Connect to Existing Sanitary Sewer Main	2	EA	\$ 5,000.00	\$ 10,000.00	
4' Sanitary Sewer Manholes	10	EA	\$ 4,250.00	\$ 42,500.00	
Railroad Crossing/Sleeving	100	LF	\$ 500.00	\$ 50,000.00	
Canal Crossing	100	LF	\$ 300.00	\$ 30,000.00	
Subtotal				\$ 380,800.00	

DRAINAGE AND STORMWATER IMPROVEMENTS:

4' Storm Sewer Manhole	4	EA	\$ 4,500.00	\$ 18,000.00	
6' Storm Sewer Manhole - Boxbase	5	EA	\$ 7,000.00	\$ 35,000.00	
8' Storm Sewer Manhole - Boxbase	14	EA	\$ 10,000.00	\$ 140,000.00	
18-inch Storm Sewer	259	LF	\$ 60.00	\$ 15,540.00	
24-inch Storm Sewer	1,016	LF	\$ 89.00	\$ 90,424.00	
42-inch Storm Sewer	1,391	LF	\$ 175.00	\$ 243,425.00	
60-inch Storm Sewer	544	LF	\$ 230.00	\$ 125,120.00	
72-inch Storm Sewer	3,893	LF	\$ 340.00	\$ 1,323,620.00	
Railroad Crossing - 18" RCP	100	LF	\$ 500.00	\$ 50,000.00	
Canal Crossing - 60" RCP	100	LF	\$ 1,000.00	\$ 100,000.00	
Outfall to Little Thompson River	1	LS	\$ 100,000.00	\$ 100,000.00	
Subtotal				\$ 2,241,129.00	

Offsite Total	\$ 2,621,929.00	Shared
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Design Without Sharing

SANITARY SEWER IMPROVEMENTS:

8" PVC Sanitary Sewer Main	3,820	LF	\$ 50.00	\$ 191,000.00	
Connect to Existing Sanitary Sewer Main	2	EA	\$ 5,000.00	\$ 10,000.00	
4' Sanitary Sewer Manholes	10	EA	\$ 4,250.00	\$ 42,500.00	
Railroad Crossing/Sleeving	100	LF	\$ 500.00	\$ 50,000.00	
Canal Crossing	100	LF	\$ 300.00	\$ 30,000.00	
Subtotal				\$ 323,500.00	

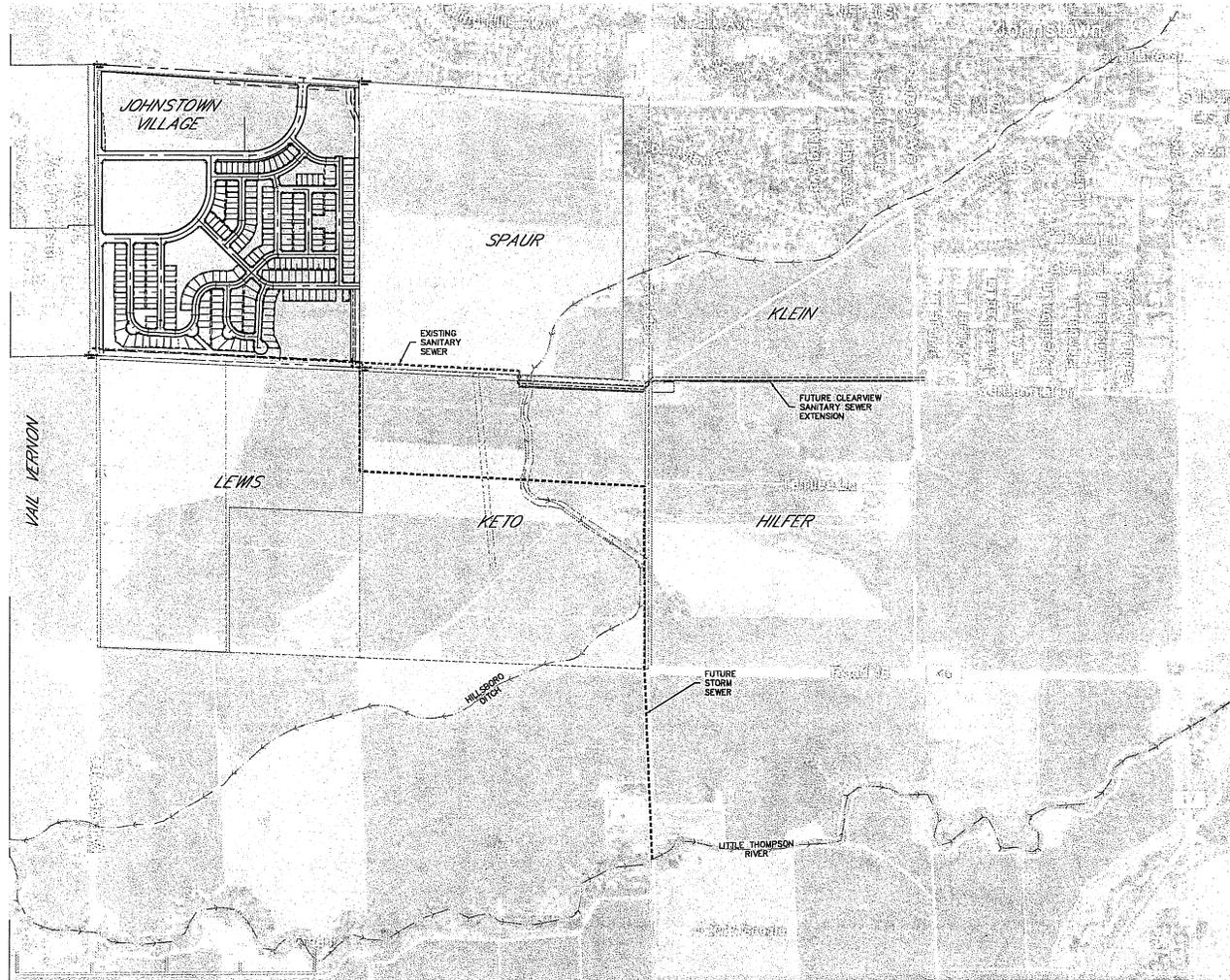
DRAINAGE AND STORMWATER IMPROVEMENTS:

4' Storm Sewer Manhole	23	EA	\$ 4,500.00	\$ 103,500.00	
18-inch Storm Sewer	7,103	LF	\$ 60.00	\$ 426,180.00	
Railroad Crossing - 18" RCP	100	LF	\$ 500.00	\$ 50,000.00	
Canal Crossing - 18" RCP	100	LF	\$ 500.00	\$ 50,000.00	
Outfall to Little Thompson River	1	LS	\$ 10,000.00	\$ 10,000.00	
Subtotal				\$ 639,680.00	

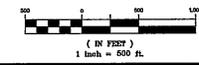
Offsite Total	\$ 963,180.00	Not Shared
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JOHNSTOWN VILLAGE

OVERALL OFFSITE PLAN



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE OF DECLASSIFICATION IS INDEFINITE.



PROJECT NO.: 17002082
 DATE: 04/25/2018



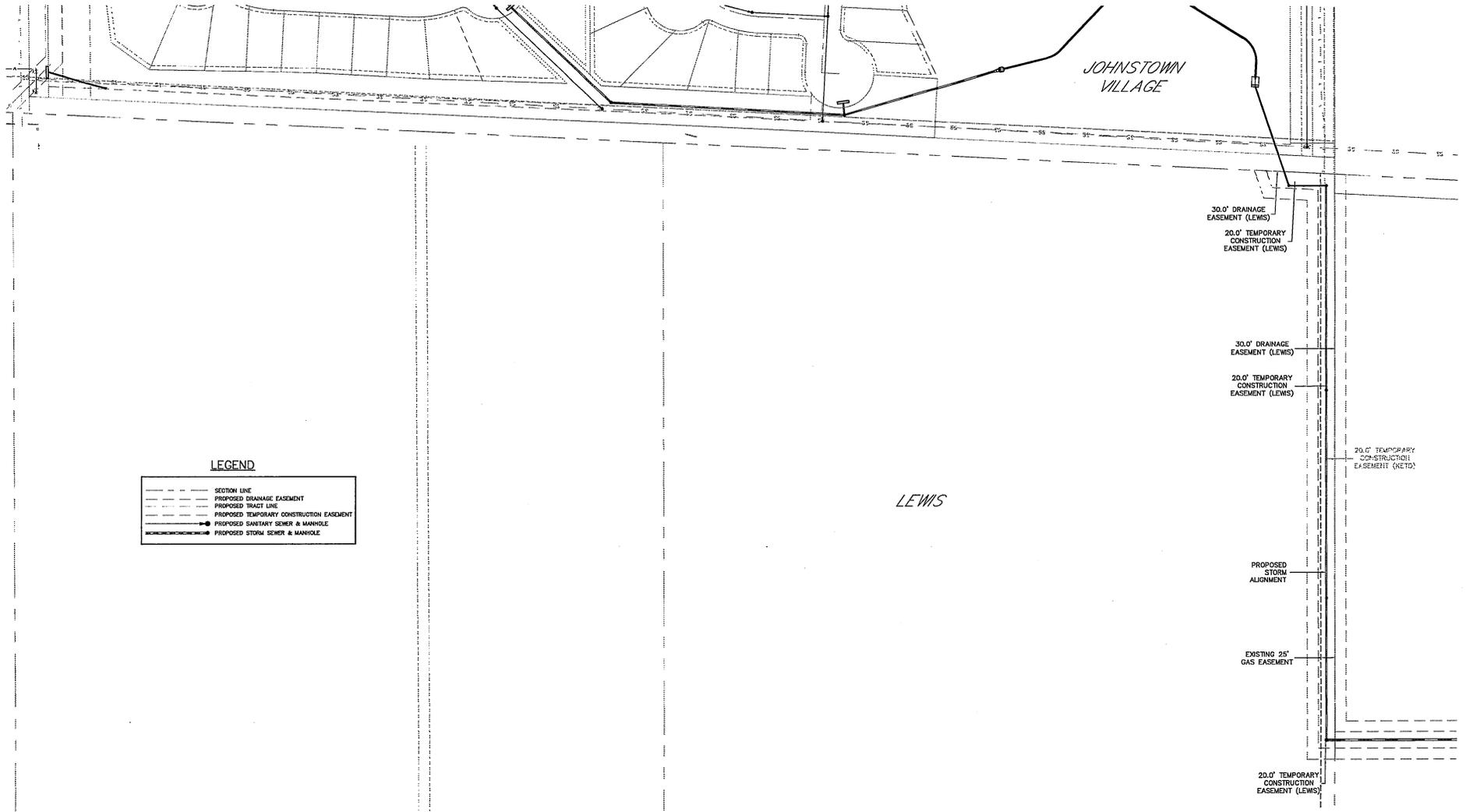
ATWELL
 866.850.4200 www.atwell-group.com
 143 UNION BOULEVARD, SUITE 700
 LANDWOOD, CO 80228
 CONTACT: JEFF FRENCH
 JFRENCH@ATWELL-GROUP.COM

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JOHNSTOWN VILLAGE

REQUESTED EASEMENTS

LEWIS



LEGEND

	SECTION LINE
	PROPOSED DRAINAGE EASEMENT
	PROPOSED TRACT LINE
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED SANITARY SEWER & MANHOLE
	PROPOSED STORM SEWER & MANHOLE

LEWIS

JOHNSTOWN VILLAGE

30.0' DRAINAGE EASEMENT (LEWIS)
20.0' TEMPORARY CONSTRUCTION EASEMENT (LEWIS)

30.0' DRAINAGE EASEMENT (LEWIS)
20.0' TEMPORARY CONSTRUCTION EASEMENT (LEWIS)

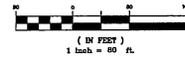
20.0' TEMPORARY CONSTRUCTION EASEMENT (NETO)

PROPOSED STORM ALIGNMENT

EXISTING 25" GAS EASEMENT

20.0' TEMPORARY CONSTRUCTION EASEMENT (LEWIS)

PROJECT NO.: 17002082
DATE: 05/10/2018



ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LANCASHIRE, PA 19080
CONTACT: KEVIN KORSBACH
KRS@ATWELLGROUP.COM

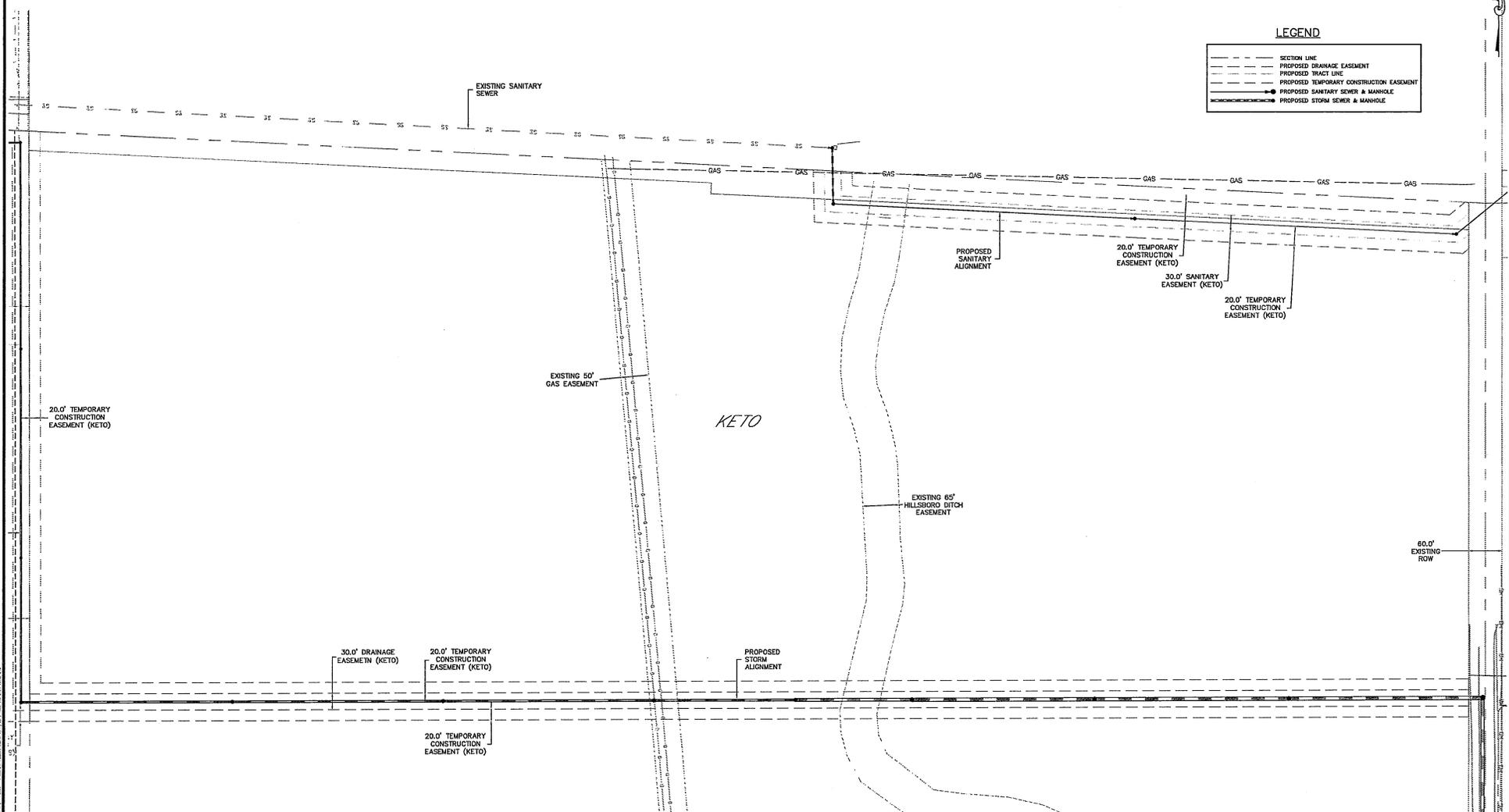
JOHNSTOWN VILLAGE

REQUESTED EASEMENTS

KETO

LEGEND

	SECTION LINE
	PROPOSED DRAINAGE EASEMENT
	PROPOSED TRACT LINE
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED SANITARY SEWER & MANHOLE
	PROPOSED STORM SEWER & MANHOLE



KETO

80.0' EXISTING ROW

PROJECT NO.: 17002082
DATE: 05/10/2018



ATWELL
 866.850.4200 www.atwell-group.com
 143 UNION BOULEVARD, SUITE 700
 LAWRENCE, CO 66044
 303.462.1100
 CONTACT: KERRY KROBROUGH
 KROBROUGH@ATWELL-GROUP.COM

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE
 DATE 05/10/2018 BY 60322/ML/STP

CAD FILE: 17002082 - EASEMENT REQUESTS.DWG

JOHNSTOWN VILLAGE

REQUESTED EASEMENTS

KLEIN

REC NO 2866963

REC NO 2866964

TOWN OF JOHNSTOWN

RONALD R. KLEIN

KLEIN 69 ANNEXATION

EXISTING 30.0'
SANITARY SEWER
EASEMENT (KLEIN)

EXISTING 30.0'
TEMPORARY
CONSTRUCTION
EASEMENT (KLEIN)

PROPOSED
SANITARY
ALIGNMENT

HILFER'S

HILFER'S

HILFER

ENT

AS

60.0'
EXISTING
ROW

LEGEND

---	SECTION LINE
---	PROPOSED DRAINAGE EASEMENT
---	PROPOSED TRACT LINE
---	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
—●—	PROPOSED SANITARY SEWER & MANHOLE
---	PROPOSED STORM SEWER & MANHOLE

PROJECT NO.: 17002082
DATE: 05/10/2018



ATWELL
866.850.4200 www.atwell-group.com
143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80238
303.462.1100
CONTACT: KEVIN REEBROUGH
KROEBROUGH@ATWELL-GROUP.COM

CAD FILE: 17002082 - EASEMENT REQUESTS.rvt

EXHIBIT F

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Financial Plan

May 14, 2018

Proposed Johnstown Village Metropolitan Districts Nos. 1-5
Attention: Zachary White
White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Ave., Ste. 2000
Centennial, CO 80122

RE: Proposed Johnstown Village Metropolitan Districts Nos. 1-5

We have analyzed the bonding capacity for the proposed Johnstown Village Metropolitan Districts Nos. 1-5 (“the Districts”). The analysis presented summarizes and presents information provided by Johnstown Village, LLC (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2018 market values.

1. The development is planned for single family detached and townhome products. In all cases, it is assumed home prices will increase at a rate of 2% per annum.
 - a. 263 single family residential homes, which are projected to be completed at an average pace of 72 per year from 2020 through 2023. The average price is modeled at \$360,000.
 - b. 160 townhomes, which are projected to be completed at a pace of 96 in 2020 and 64 in 2021. The average price is modeled at \$280,000.
2. The debt service mill levy target is 40 mills (with a cap of 40 mills) beginning in tax collection year 2019. The operations levy is shown as 10 mills starting in tax collection year 2019.
3. The Districts are modeled to issue senior bonds in December 2019 with a par of \$11,395,000. An interest rate of 5.0% was modeled. At issuance, it is projected that the Districts will fund \$527,900 in costs of issuance for the Bonds, \$1,709,250 in capitalized interest, and \$959,000 as an upfront deposit to the Surplus Fund from bond proceeds. The remaining \$8,198,850 is projected to be deposited to the Districts’ project fund to reimburse the Developer for eligible expenses. This is approximately \$5.8 million less than the anticipated costs with such gap funding to be provided by the Developer, or narrowed based upon realizing lower interest rates or less need for capitalized interest or upfront Surplus Fund deposits, as determined by the market at the issuance of debt.
4. The Senior Bond Surplus Fund is sized to a maximum of \$2,279,000, which constitutes 20% of the 2019 Bonds par amount.

5. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
6. It is projected that 98% of property taxes levied will be collected and available to the Districts.
7. It is projected that there will be a 6% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if the inflation rate is below 6%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$11,395,000.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Johnstown Village Metropolitan Districts Nos. 1-5, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

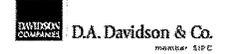


Sam Sharp
Managing Director, Public Finance

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Development Projection at 40,000 (target) Mills for Debt Service-- Service Plan

Series 2019, G.O. Bonds, Non-Rated, 110x, 40-yr. Maturity



YEAR	<<<<<< Residential >>>>>>				< Platted/Developed Lots >		Total Assessed Value	District D/S Mill Levy [40,000 Target] [40,000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 6.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)					
2017	0		0		0						\$0
2018	0		0		0						0
2019	0		0	0	5,280,000	0	0	40.000	0	0	0
2020	168	0	56,015,520	0	4,384,000	0	0	40.000	0	0	0
2021	136		103,920,672	0	2,592,000	1,531,200	1,531,200	40.000	60,023	3,601	63,624
2022	72	6,235,240	139,329,100	4,033,117	1,692,000	1,271,360	5,304,477	40.000	207,936	12,476	220,412
2023	47		158,944,018	7,482,288	0	751,680	8,233,968	40.000	322,772	19,366	342,138
2024	0	9,536,641	168,480,659	10,031,695	0	490,680	10,522,375	40.000	412,477	24,749	437,226
2025	0		168,480,659	11,443,969	0	0	11,443,969	40.000	448,604	26,916	475,520
2026	0	10,108,840	178,589,498	12,130,607	0	0	12,130,607	40.000	475,520	28,531	504,051
2027	0		178,589,498	12,130,607	0	0	12,130,607	40.000	475,520	28,531	504,051
2028	0	10,715,370	189,304,868	12,858,444	0	0	12,858,444	40.000	504,051	30,243	534,294
2029	0		189,304,868	12,858,444	0	0	12,858,444	40.000	504,051	30,243	534,294
2030	0	11,358,292	200,663,160	13,629,951	0	0	13,629,951	40.000	534,294	32,058	566,352
2031	0		200,663,160	13,629,951	0	0	13,629,951	40.000	534,294	32,058	566,352
2032	0	12,039,790	212,702,950	14,447,748	0	0	14,447,748	40.000	566,352	33,981	600,333
2033	0		212,702,950	14,447,748	0	0	14,447,748	40.000	566,352	33,981	600,333
2034	0	12,762,177	225,465,127	15,314,612	0	0	15,314,612	40.000	600,333	36,020	636,353
2035	0		225,465,127	15,314,612	0	0	15,314,612	40.000	600,333	36,020	636,353
2036	0	13,527,908	238,993,034	16,233,489	0	0	16,233,489	40.000	636,353	38,181	674,534
2037	0		238,993,034	16,233,489	0	0	16,233,489	40.000	636,353	38,181	674,534
2038	0	14,339,582	253,332,617	17,207,498	0	0	17,207,498	40.000	674,534	40,472	715,006
2039	0		253,332,617	17,207,498	0	0	17,207,498	40.000	674,534	40,472	715,006
2040	0	15,199,957	268,532,574	18,239,948	0	0	18,239,948	40.000	715,006	42,900	757,906
2041	0		268,532,574	18,239,948	0	0	18,239,948	40.000	715,006	42,900	757,906
2042	0	16,111,954	284,644,528	19,334,345	0	0	19,334,345	40.000	757,906	45,474	803,381
2043	0		284,644,528	19,334,345	0	0	19,334,345	40.000	757,906	45,474	803,381
2044	0	17,078,672	301,723,200	20,494,406	0	0	20,494,406	40.000	803,381	48,203	851,584
2045	0		301,723,200	20,494,406	0	0	20,494,406	40.000	803,381	48,203	851,584
2046	0	18,103,392	319,826,592	21,724,070	0	0	21,724,070	40.000	851,584	51,095	902,679
2047	0		319,826,592	21,724,070	0	0	21,724,070	40.000	851,584	51,095	902,679
2048	0	19,189,595	339,016,187	23,027,515	0	0	23,027,515	40.000	902,679	54,161	956,839
2049	0		339,016,187	23,027,515	0	0	23,027,515	40.000	902,679	54,161	956,839
2050	0	20,340,971	359,357,158	24,409,165	0	0	24,409,165	40.000	956,839	57,410	1,014,250
2051	0		359,357,158	24,409,165	0	0	24,409,165	40.000	956,839	57,410	1,014,250
2052	0	21,561,429	380,918,588	25,873,715	0	0	25,873,715	40.000	1,014,250	60,855	1,075,105
2053	0		380,918,588	25,873,715	0	0	25,873,715	40.000	1,014,250	60,855	1,075,105
2054	0	22,855,115	403,773,703	27,426,138	0	0	27,426,138	40.000	1,075,105	64,506	1,139,611
2055	0		403,773,703	27,426,138	0	0	27,426,138	40.000	1,075,105	64,506	1,139,611
2056	0	24,226,422	428,000,125	29,071,707	0	0	29,071,707	40.000	1,139,611	68,377	1,207,988
2057	0		428,000,125	29,071,707	0	0	29,071,707	40.000	1,139,611	68,377	1,207,988
2058	0	25,680,008	453,680,133	30,816,009	0	0	30,816,009	40.000	1,207,988	72,479	1,280,467
2059	0		453,680,133	30,816,009	0	0	30,816,009	40.000	1,207,988	72,479	1,280,467
		423	300,971,355						28,283,377	1,697,003	29,980,380

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Development Projection at 40,000 (target) Mills for Debt Service – Service Plan

Series 2019, G.O. Bonds, Non-Rated, 110x, 40-yr. Maturity

YEAR	Net Available for Debt Svc	Ser. 2019 \$11,395,000 Par [Net \$8,199 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$2,279,000	Cumulative Surplus* \$2,279,000 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ 40,000 target	Cov. of Net DS: @ 40,000 Cap
2017	\$0		n/a		0	n/a	n/a	0.0%	0.0%
2018	0		n/a		0	n/a	n/a	0.0%	0.0%
2019	0	\$0	0		959,000	n/a	n/a	0.0%	0.0%
2020	0	0	0	0	0	744%	11%	0.0%	0.0%
2021	63,624	0	63,624	0	1,022,624	215%	8%	0.0%	0.0%
2022	220,412	0	220,412	0	1,243,036	138%	7%	0.0%	0.0%
2023	342,138	569,750	(227,612)	0	1,015,424	108%	7%	60.1%	60.1%
2024	437,226	569,750	(132,524)	0	882,900	100%	7%	76.7%	76.7%
2025	475,520	569,750	(94,230)	0	788,669	94%	6%	83.5%	83.5%
2026	504,051	569,750	(65,699)	0	722,970	94%	6%	88.5%	88.5%
2027	504,051	569,750	(65,699)	0	657,271	89%	6%	88.5%	88.5%
2028	534,294	569,750	(35,456)	0	621,816	89%	6%	93.8%	93.8%
2029	534,294	569,750	(35,456)	0	586,360	84%	6%	93.8%	93.8%
2030	566,352	569,750	(3,398)	0	582,961	84%	6%	99.4%	99.4%
2031	566,352	569,750	(3,398)	0	579,563	79%	5%	99.4%	99.4%
2032	600,333	569,750	30,583	0	610,146	79%	5%	105.4%	105.4%
2033	600,333	569,750	30,583	0	640,729	74%	5%	105.4%	105.4%
2034	636,353	574,750	61,603	0	702,331	74%	5%	110.7%	110.7%
2035	636,353	574,500	61,853	0	764,184	70%	5%	110.8%	110.8%
2036	674,534	609,250	65,284	0	829,468	70%	5%	110.7%	110.7%
2037	674,534	612,250	62,284	0	891,752	66%	4%	110.2%	110.2%
2038	715,006	650,000	65,006	0	956,758	65%	4%	110.0%	110.0%
2039	715,006	645,750	69,256	0	1,026,014	61%	4%	110.7%	110.7%
2040	757,906	686,500	71,406	0	1,097,420	60%	4%	110.4%	110.4%
2041	757,906	685,000	72,906	0	1,170,327	56%	4%	110.6%	110.6%
2042	803,381	728,250	75,131	0	1,245,457	55%	4%	110.3%	110.3%
2043	803,381	729,000	74,381	0	1,319,838	51%	3%	110.2%	110.2%
2044	851,584	769,250	82,334	0	1,402,172	50%	3%	110.7%	110.7%
2045	851,584	772,000	79,584	0	1,481,755	46%	3%	110.3%	110.3%
2046	902,679	819,000	83,679	0	1,565,434	44%	3%	110.2%	110.2%
2047	902,679	818,000	84,679	0	1,650,112	40%	3%	110.4%	110.4%
2048	956,839	866,250	90,589	0	1,740,702	39%	3%	110.5%	110.5%
2049	956,839	866,250	90,589	0	1,831,291	35%	2%	110.5%	110.5%
2050	1,014,250	920,250	94,000	0	1,925,291	33%	2%	110.2%	110.2%
2051	1,014,250	920,500	93,750	0	2,019,040	29%	2%	110.2%	110.2%
2052	1,075,105	974,500	100,605	0	2,119,645	27%	2%	110.3%	110.3%
2053	1,075,105	974,500	100,605	0	2,220,249	23%	2%	110.3%	110.3%
2054	1,139,611	1,033,000	106,611	47,860	2,279,000	20%	1%	110.3%	110.3%
2055	1,139,611	1,032,000	107,611	107,611	2,279,000	16%	1%	110.4%	110.4%
2056	1,207,988	1,094,250	113,738	113,738	2,279,000	14%	1%	110.4%	110.4%
2057	1,207,988	1,096,500	111,488	111,488	2,279,000	10%	1%	110.2%	110.2%
2058	1,280,467	1,161,500	118,967	118,967	2,279,000	7%	0%	110.2%	110.2%
2059	1,280,467	2,121,000	(840,533)	1,438,467	0	0%	0%	60.4%	60.4%
	29,980,380	29,001,250	979,130	1,938,130					

[LMay1018 19nrspL2]

[*] Assumes \$959K Deposit @ closing (tbd)

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	Specific Ownership Tax @ 6%	Total Available For O&M	Total Mills
2017						
2018						
2019	0	10.000	0	0	0	50.000
2020	0	10.000	0	0	0	50.000
2021	1,531,200	10.000	15,006	900	15,906	50.000
2022	5,304,477	10.000	51,984	3,119	55,103	50.000
2023	8,233,968	10.000	80,693	4,842	85,534	50.000
2024	10,522,375	10.000	103,119	6,187	109,306	50.000
2025	11,443,969	10.000	112,151	6,729	118,880	50.000
2026	12,130,607	10.000	118,880	7,133	126,013	50.000
2027	12,130,607	10.000	118,880	7,133	126,013	50.000
2028	12,858,444	10.000	126,013	7,561	133,574	50.000
2029	12,858,444	10.000	126,013	7,561	133,574	50.000
2030	13,629,951	10.000	133,574	8,014	141,588	50.000
2031	13,629,951	10.000	133,574	8,014	141,588	50.000
2032	14,447,748	10.000	141,588	8,495	150,083	50.000
2033	14,447,748	10.000	141,588	8,495	150,083	50.000
2034	15,314,612	10.000	150,083	9,005	159,088	50.000
2035	15,314,612	10.000	150,083	9,005	159,088	50.000
2036	16,233,489	10.000	159,088	9,545	168,633	50.000
2037	16,233,489	10.000	159,088	9,545	168,633	50.000
2038	17,207,498	10.000	168,633	10,118	178,751	50.000
2039	17,207,498	10.000	168,633	10,118	178,751	50.000
2040	18,239,948	10.000	178,751	10,725	189,477	50.000
2041	18,239,948	10.000	178,751	10,725	189,477	50.000
2042	19,334,345	10.000	189,477	11,369	200,845	50.000
2043	19,334,345	10.000	189,477	11,369	200,845	50.000
2044	20,494,406	10.000	200,845	12,051	212,896	50.000
2045	20,494,406	10.000	200,845	12,051	212,896	50.000
2046	21,724,070	10.000	212,896	12,774	225,670	50.000
2047	21,724,070	10.000	212,896	12,774	225,670	50.000
2048	23,027,515	10.000	225,670	13,540	239,210	50.000
2049	23,027,515	10.000	225,670	13,540	239,210	50.000
2050	24,409,165	10.000	239,210	14,353	253,562	50.000
2051	24,409,165	10.000	239,210	14,353	253,562	50.000
2052	25,873,715	10.000	253,562	15,214	268,776	50.000
2053	25,873,715	10.000	253,562	15,214	268,776	50.000
2054	27,426,138	10.000	268,776	16,127	284,903	50.000
2055	27,426,138	10.000	268,776	16,127	284,903	50.000
2056	29,071,707	10.000	284,903	17,094	301,997	50.000
2057	29,071,707	10.000	284,903	17,094	301,997	50.000
2058	30,816,009	10.000	301,997	18,120	320,117	50.000
2059	30,816,009	10.000	301,997	18,120	320,117	50.000
			7,070,844	424,251	7,495,095	

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 3/15/18)



YEAR	Residential Development					Residential Summary								
	<u>SFDs</u>					<u>Townhomes</u>					Total Residential Market Value	Total SFD Units	Total TH Units	Total Res'l Units
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 263 target	Price Inflated @ 3%*	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 160 target	Price Inflated @ 3%*	Market Value				
2017	0	0		\$360,000	0	0	0		\$280,000	0	\$0	0	0	0
2018	0	0		360,000	0	0	0		280,000	0	0	0	0	0
2019	72	2,592,000		370,800	0	96	2,688,000		288,400	0	0	0	0	0
2020	72	0	72	381,924	27,498,528	64	(896,000)	96	297,052	28,516,992	56,015,520	72	96	168
2021	72	0	72	393,382	28,323,484	0	(1,792,000)	64	305,964	19,581,668	47,905,152	72	64	136
2022	47	(900,000)	72	405,183	29,173,188	0	0	0	315,142	0	29,173,188	72	0	72
2023	0	(1,692,000)	47	417,339	19,614,917	0	0	0	324,597	0	19,614,917	47	0	47
2024	0	0	0	429,859	0	0	0	0	334,335	0	0	0	0	0
2025	0	0	0	442,755	0	0	0	0	344,365	0	0	0	0	0
2026	0	0	0	456,037	0	0	0	0	354,696	0	0	0	0	0
2027	0	0	0	469,718	0	0	0	0	365,336	0	0	0	0	0
2028	0	0	0	483,810	0	0	0	0	376,297	0	0	0	0	0
2029	0	0	0	498,324	0	0	0	0	387,585	0	0	0	0	0
2030	0	0	0	513,274	0	0	0	0	399,213	0	0	0	0	0
2031	0	0	0	528,672	0	0	0	0	411,189	0	0	0	0	0
2032	0	0	0	544,532	0	0	0	0	423,525	0	0	0	0	0
2033	0	0	0	560,868	0	0	0	0	436,231	0	0	0	0	0
2034	0	0	0	577,694	0	0	0	0	449,318	0	0	0	0	0
2035	0	0	0	595,025	0	0	0	0	462,797	0	0	0	0	0
2036	0	0	0	612,876	0	0	0	0	476,681	0	0	0	0	0
2037		0	0	631,262	0		0	0	490,982	0	0	0	0	0
	263	0	263		104,610,118	160	0	160		48,098,660	152,708,777	263	160	423

[*] Assumes 3% annual increase per Developer.

[*] Assumes 3% annual increase per Developer.

SOURCES AND USES OF FUNDS

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
40.000 (target) Mills
Non-Rated, 100x, 40-yr. Maturity
[Preliminary -- for discussion only]**

Dated Date 12/01/2019
Delivery Date 12/01/2019

Sources:

Bond Proceeds:	
Par Amount	11,395,000.00
	11,395,000.00

Uses:

Project Fund Deposits:	
Project Fund	8,198,850.00
Other Fund Deposits:	
Capitalized Interest Fund	1,709,250.00
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	227,900.00
Other Uses of Funds:	
Deposit to Surplus (New)	959,000.00
	11,395,000.00

BOND SUMMARY STATISTICS

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
40.000 (target) Mills
Non-Rated, 100x, 40-yr. Maturity
[Preliminary -- for discussion only]**

Dated Date	12/01/2019
Delivery Date	12/01/2019
First Coupon	06/01/2020
Last Maturity	12/01/2059
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.126226%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.298595%
Average Coupon	5.000000%
Average Life (years)	33.902
Weighted Average Maturity (years)	33.902
Duration of Issue (years)	16.326
Par Amount	11,395,000.00
Bond Proceeds	11,395,000.00
Total Interest	19,315,500.00
Net Interest	19,543,400.00
Bond Years from Dated Date	386,310,000.00
Bond Years from Delivery Date	386,310,000.00
Total Debt Service	30,710,500.00
Maximum Annual Debt Service	2,121,000.00
Average Annual Debt Service	767,762.50
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2059	11,395,000.00	100.000	5.000%	33.902	10/25/2053	19,713.35
	11,395,000.00			33.902		19,713.35

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,395,000.00	11,395,000.00	11,395,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-227,900.00	-227,900.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	11,167,100.00	10,867,100.00	11,395,000.00
Target Date	12/01/2019	12/01/2019	12/01/2019
Yield	5.126226%	5.298595%	5.000000%

DETAILED BOND DEBT SERVICE

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

40.000 (target) Mills

Non-Rated, 100x, 40-yr. Maturity

[Preliminary -- for discussion only]

Term Bond due 2059

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			284,875	284,875	
12/01/2020			284,875	284,875	569,750
06/01/2021			284,875	284,875	
12/01/2021			284,875	284,875	569,750
06/01/2022			284,875	284,875	
12/01/2022			284,875	284,875	569,750
06/01/2023			284,875	284,875	
12/01/2023			284,875	284,875	569,750
06/01/2024			284,875	284,875	
12/01/2024			284,875	284,875	569,750
06/01/2025			284,875	284,875	
12/01/2025			284,875	284,875	569,750
06/01/2026			284,875	284,875	
12/01/2026			284,875	284,875	569,750
06/01/2027			284,875	284,875	
12/01/2027			284,875	284,875	569,750
06/01/2028			284,875	284,875	
12/01/2028			284,875	284,875	569,750
06/01/2029			284,875	284,875	
12/01/2029			284,875	284,875	569,750
06/01/2030			284,875	284,875	
12/01/2030			284,875	284,875	569,750
06/01/2031			284,875	284,875	
12/01/2031			284,875	284,875	569,750
06/01/2032			284,875	284,875	
12/01/2032			284,875	284,875	569,750
06/01/2033			284,875	284,875	
12/01/2033			284,875	284,875	569,750
06/01/2034			284,875	284,875	
12/01/2034	5,000	5.000%	284,875	289,875	574,750
06/01/2035			284,750	284,750	
12/01/2035	5,000	5.000%	284,750	289,750	574,500
06/01/2036			284,625	284,625	
12/01/2036	40,000	5.000%	284,625	324,625	609,250
06/01/2037			283,625	283,625	
12/01/2037	45,000	5.000%	283,625	328,625	612,250
06/01/2038			282,500	282,500	
12/01/2038	85,000	5.000%	282,500	367,500	650,000
06/01/2039			280,375	280,375	
12/01/2039	85,000	5.000%	280,375	365,375	645,750
06/01/2040			278,250	278,250	
12/01/2040	130,000	5.000%	278,250	408,250	686,500
06/01/2041			275,000	275,000	
12/01/2041	135,000	5.000%	275,000	410,000	685,000
06/01/2042			271,625	271,625	
12/01/2042	185,000	5.000%	271,625	456,625	728,250
06/01/2043			267,000	267,000	
12/01/2043	195,000	5.000%	267,000	462,000	729,000
06/01/2044			262,125	262,125	
12/01/2044	245,000	5.000%	262,125	507,125	769,250
06/01/2045			256,000	256,000	
12/01/2045	260,000	5.000%	256,000	516,000	772,000
06/01/2046			249,500	249,500	
12/01/2046	320,000	5.000%	249,500	569,500	819,000
06/01/2047			241,500	241,500	
12/01/2047	335,000	5.000%	241,500	576,500	818,000
06/01/2048			233,125	233,125	
12/01/2048	400,000	5.000%	233,125	633,125	866,250
06/01/2049			223,125	223,125	
12/01/2049	420,000	5.000%	223,125	643,125	866,250
06/01/2050			212,625	212,625	
12/01/2050	495,000	5.000%	212,625	707,625	920,250
06/01/2051			200,250	200,250	
12/01/2051	520,000	5.000%	200,250	720,250	920,500
06/01/2052			187,250	187,250	
12/01/2052	600,000	5.000%	187,250	787,250	974,500
06/01/2053			172,250	172,250	
12/01/2053	630,000	5.000%	172,250	802,250	974,500

DETAILED BOND DEBT SERVICE

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

40.000 (target) Mills

Non-Rated, 100x, 40-yr. Maturity

[Preliminary -- for discussion only]

Term Bond due 2059

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2054			156,500	156,500	
12/01/2054	720,000	5.000%	156,500	876,500	1,033,000
06/01/2055			138,500	138,500	
12/01/2055	755,000	5.000%	138,500	893,500	1,032,000
06/01/2056			119,625	119,625	
12/01/2056	855,000	5.000%	119,625	974,625	1,094,250
06/01/2057			98,250	98,250	
12/01/2057	900,000	5.000%	98,250	998,250	1,096,500
06/01/2058			75,750	75,750	
12/01/2058	1,010,000	5.000%	75,750	1,085,750	1,161,500
06/01/2059			50,500	50,500	
12/01/2059	2,020,000	5.000%	50,500	2,070,500	2,121,000
	11,395,000		19,315,500	30,710,500	30,710,500

NET DEBT SERVICE

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

40.000 (target) Mills

Non-Rated, 100x, 40-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2020		569,750	569,750	569,750	
12/01/2021		569,750	569,750	569,750	
12/01/2022		569,750	569,750	569,750	
12/01/2023		569,750	569,750		569,750
12/01/2024		569,750	569,750		569,750
12/01/2025		569,750	569,750		569,750
12/01/2026		569,750	569,750		569,750
12/01/2027		569,750	569,750		569,750
12/01/2028		569,750	569,750		569,750
12/01/2029		569,750	569,750		569,750
12/01/2030		569,750	569,750		569,750
12/01/2031		569,750	569,750		569,750
12/01/2032		569,750	569,750		569,750
12/01/2033		569,750	569,750		569,750
12/01/2034	5,000	569,750	574,750		574,750
12/01/2035	5,000	569,500	574,500		574,500
12/01/2036	40,000	569,250	609,250		609,250
12/01/2037	45,000	567,250	612,250		612,250
12/01/2038	85,000	565,000	650,000		650,000
12/01/2039	85,000	560,750	645,750		645,750
12/01/2040	130,000	556,500	686,500		686,500
12/01/2041	135,000	550,000	685,000		685,000
12/01/2042	185,000	543,250	728,250		728,250
12/01/2043	195,000	534,000	729,000		729,000
12/01/2044	245,000	524,250	769,250		769,250
12/01/2045	260,000	512,000	772,000		772,000
12/01/2046	320,000	499,000	819,000		819,000
12/01/2047	335,000	483,000	818,000		818,000
12/01/2048	400,000	466,250	866,250		866,250
12/01/2049	420,000	446,250	866,250		866,250
12/01/2050	495,000	425,250	920,250		920,250
12/01/2051	520,000	400,500	920,500		920,500
12/01/2052	600,000	374,500	974,500		974,500
12/01/2053	630,000	344,500	974,500		974,500
12/01/2054	720,000	313,000	1,033,000		1,033,000
12/01/2055	755,000	277,000	1,032,000		1,032,000
12/01/2056	855,000	239,250	1,094,250		1,094,250
12/01/2057	900,000	196,500	1,096,500		1,096,500
12/01/2058	1,010,000	151,500	1,161,500		1,161,500
12/01/2059	2,020,000	101,000	2,121,000		2,121,000
	11,395,000	19,315,500	30,710,500	1,709,250	29,001,250

BOND SOLUTION

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

40.000 (target) Mills

Non-Rated, 100x, 40-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2020		569,750	-569,750				
12/01/2021		569,750	-569,750		63,624	63,624	
12/01/2022		569,750	-569,750		220,412	220,412	
12/01/2023		569,750		569,750	342,138	-227,612	60.05052%
12/01/2024		569,750		569,750	437,226	-132,524	76.73993%
12/01/2025		569,750		569,750	475,520	-94,230	83.46113%
12/01/2026		569,750		569,750	504,051	-65,699	88.46880%
12/01/2027		569,750		569,750	504,051	-65,699	88.46880%
12/01/2028		569,750		569,750	534,294	-35,456	93.77693%
12/01/2029		569,750		569,750	534,294	-35,456	93.77693%
12/01/2030		569,750		569,750	566,352	-3,398	99.40355%
12/01/2031		569,750		569,750	566,352	-3,398	99.40355%
12/01/2032		569,750		569,750	600,333	30,583	105.36776%
12/01/2033		569,750		569,750	600,333	30,583	105.36776%
12/01/2034	5,000	574,750		574,750	636,353	61,603	110.71819%
12/01/2035	5,000	574,500		574,500	636,353	61,853	110.76637%
12/01/2036	40,000	609,250		609,250	674,534	65,284	110.71546%
12/01/2037	45,000	612,250		612,250	674,534	62,284	110.17296%
12/01/2038	85,000	650,000		650,000	715,006	65,006	110.00092%
12/01/2039	85,000	645,750		645,750	715,006	69,256	110.72489%
12/01/2040	130,000	686,500		686,500	757,906	71,406	110.40151%
12/01/2041	135,000	685,000		685,000	757,906	72,906	110.64326%
12/01/2042	185,000	728,250		728,250	803,381	75,131	110.31661%
12/01/2043	195,000	729,000		729,000	803,381	74,381	110.20312%
12/01/2044	245,000	769,250		769,250	851,584	82,334	110.70310%
12/01/2045	260,000	772,000		772,000	851,584	79,584	110.30875%
12/01/2046	320,000	819,000		819,000	902,679	83,679	110.21716%
12/01/2047	335,000	818,000		818,000	902,679	84,679	110.35190%
12/01/2048	400,000	866,250		866,250	956,839	90,589	110.45764%
12/01/2049	420,000	866,250		866,250	956,839	90,589	110.45764%
12/01/2050	495,000	920,250		920,250	1,014,250	94,000	110.21458%
12/01/2051	520,000	920,500		920,500	1,014,250	93,750	110.18464%
12/01/2052	600,000	974,500		974,500	1,075,105	100,605	110.32372%
12/01/2053	630,000	974,500		974,500	1,075,105	100,605	110.32372%
12/01/2054	720,000	1,033,000		1,033,000	1,139,611	106,611	110.32051%
12/01/2055	755,000	1,032,000		1,032,000	1,139,611	107,611	110.42741%
12/01/2056	855,000	1,094,250		1,094,250	1,207,988	113,738	110.39411%
12/01/2057	900,000	1,096,500		1,096,500	1,207,988	111,488	110.16758%
12/01/2058	1,010,000	1,161,500		1,161,500	1,280,467	118,967	110.24251%
12/01/2059	2,020,000	2,121,000		2,121,000	1,280,467	-840,533	60.37090%
	11,395,000	30,710,500	-1,709,250	29,001,250	29,980,380	979,130	

May 14, 2018

Proposed Johnstown Village Metropolitan Districts Nos. 1-5
Attention: Zachary White
White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Ave., Ste. 2000
Centennial, CO 80122

RE: Proposed Johnstown Village Metropolitan Districts Nos. 1-5

We have analyzed the bonding capacity for the proposed Johnstown Village Metropolitan Districts Nos. 1-5 (“the Districts”). The analysis presented summarizes and presents information provided by Johnstown Village, LLC (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2018 market values.

1. The development is planned for single family detached and townhome products. In all cases, it is assumed home prices will increase at a rate of 2% per annum.
 - a. 263 single family residential homes, which are projected to be completed at an average pace of 72 per year from 2020 through 2023. The average price is modeled at \$360,000.
 - b. 160 townhomes, which are projected to be completed at a pace of 96 in 2020 and 64 in 2021. The average price is modeled at \$280,000.
2. The debt service mill levy target is 50 mills (with a cap of 50 mills) beginning in tax collection year 2019. The operations levy is shown as 10 mills starting in tax collection year 2019.
3. The Districts are modeled to issue senior bonds in December 2019 with a par of \$14,260,000. An interest rate of 5.0% was modeled. At issuance, it is projected that the Districts will fund \$585,200 in costs of issuance for the Bonds, \$2,139,000 in capitalized interest, and \$1,200,000 as an upfront deposit to the Surplus Fund from bond proceeds. The remaining \$10,335,800 is projected to be deposited to the Districts’ project fund to reimburse the Developer for eligible expenses. This is approximately \$3.7 million less than the anticipated costs with such gap funding to be provided by the Developer, or narrowed based upon realizing lower interest rates or less need for capitalized interest or upfront Surplus Fund deposits, as determined by the market at the issuance of debt.
4. The Senior Bond Surplus Fund is sized to a maximum of \$2,852,000, which constitutes 20% of the 2019 Bonds par amount.

5. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
6. It is projected that 98% of property taxes levied will be collected and available to the Districts.
7. It is projected that there will be a 6% biennial inflation rate on assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if the inflation rate is below 6%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$14,260,000.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Johnstown Village Metropolitan Districts Nos. 1-5, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

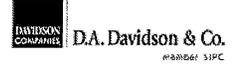


Sam Sharp
Managing Director, Public Finance

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Development Projection at 50.000 (target) Mills for Debt Service -- Service Plan

Series 2019, G.O. Bonds, Non-Rated, 110x, 40-yr. Maturity



YEAR	<<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >			Total Assessed Value	District D/S Mill Levy [50.000 Target] [50.000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 6.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)						
2017	0		0		0							\$0
2018	0		0		0							0
2019	0		0	0	5,280,000	0	0	50.000	0	0	0	0
2020	168	0	56,015,520	0	4,384,000	0	0	50.000	0	0	0	0
2021	136		103,920,672	0	2,592,000	1,531,200	1,531,200	50.000	75,029	4,502		79,531
2022	72	6,235,240	139,329,100	4,033,117	1,692,000	1,271,360	5,304,477	50.000	259,919	15,595		275,515
2023	47		158,944,018	7,482,288	0	751,680	8,233,968	50.000	403,464	24,208		427,672
2024	0	9,536,641	168,480,659	10,031,695	0	490,680	10,522,375	50.000	515,596	30,936		546,532
2025	0		168,480,659	11,443,969	0	0	11,443,969	50.000	560,754	33,645		594,400
2026	0	10,108,840	178,589,498	12,130,607	0	0	12,130,607	50.000	594,400	35,664		630,064
2027	0		178,589,498	12,130,607	0	0	12,130,607	50.000	594,400	35,664		630,064
2028	0	10,715,370	189,304,868	12,858,444	0	0	12,858,444	50.000	630,064	37,804		667,868
2029	0		189,304,868	12,858,444	0	0	12,858,444	50.000	630,064	37,804		667,868
2030	0	11,358,292	200,663,160	13,629,951	0	0	13,629,951	50.000	667,868	40,072		707,940
2031	0		200,663,160	13,629,951	0	0	13,629,951	50.000	667,868	40,072		707,940
2032	0	12,039,790	212,702,950	14,447,748	0	0	14,447,748	50.000	707,940	42,476		750,416
2033	0		212,702,950	14,447,748	0	0	14,447,748	50.000	707,940	42,476		750,416
2034	0	12,762,177	225,465,127	15,314,612	0	0	15,314,612	50.000	750,416	45,025		795,441
2035	0		225,465,127	15,314,612	0	0	15,314,612	50.000	750,416	45,025		795,441
2036	0	13,527,908	238,993,034	16,233,489	0	0	16,233,489	50.000	795,441	47,726		843,167
2037	0		238,993,034	16,233,489	0	0	16,233,489	50.000	795,441	47,726		843,167
2038		14,339,582	253,332,617	17,207,498	0	0	17,207,498	50.000	843,167	50,590		893,757
2039			253,332,617	17,207,498	0	0	17,207,498	50.000	843,167	50,590		893,757
2040		15,199,957	268,532,574	18,239,948	0	0	18,239,948	50.000	893,757	53,625		947,383
2041			268,532,574	18,239,948	0	0	18,239,948	50.000	893,757	53,625		947,383
2042		16,111,954	284,644,528	19,334,345	0	0	19,334,345	50.000	947,383	56,843		1,004,226
2043			284,644,528	19,334,345	0	0	19,334,345	50.000	947,383	56,843		1,004,226
2044		17,078,672	301,723,200	20,494,406	0	0	20,494,406	50.000	1,004,226	60,254		1,064,479
2045			301,723,200	20,494,406	0	0	20,494,406	50.000	1,004,226	60,254		1,064,479
2046		18,103,392	319,826,592	21,724,070	0	0	21,724,070	50.000	1,064,479	63,869		1,128,348
2047			319,826,592	21,724,070	0	0	21,724,070	50.000	1,064,479	63,869		1,128,348
2048		19,189,595	339,016,187	23,027,515	0	0	23,027,515	50.000	1,128,348	67,701		1,196,049
2049			339,016,187	23,027,515	0	0	23,027,515	50.000	1,128,348	67,701		1,196,049
2050		20,340,971	359,357,158	24,409,165	0	0	24,409,165	50.000	1,196,049	71,763		1,267,812
2051			359,357,158	24,409,165	0	0	24,409,165	50.000	1,196,049	71,763		1,267,812
2052		21,561,429	380,918,588	25,873,715	0	0	25,873,715	50.000	1,267,812	76,069		1,343,881
2053			380,918,588	25,873,715	0	0	25,873,715	50.000	1,267,812	76,069		1,343,881
2054		22,855,115	403,773,703	27,426,138	0	0	27,426,138	50.000	1,343,881	80,633		1,424,514
2055			403,773,703	27,426,138	0	0	27,426,138	50.000	1,343,881	80,633		1,424,514
2056		24,226,422	428,000,125	29,071,707	0	0	29,071,707	50.000	1,424,514	85,471		1,509,984
2057			428,000,125	29,071,707	0	0	29,071,707	50.000	1,424,514	85,471		1,509,984
2058		25,680,008	453,680,133	30,816,009	0	0	30,816,009	50.000	1,509,984	90,599		1,600,584
2059			453,680,133	30,816,009	0	0	30,816,009	50.000	1,509,984	90,599		1,600,584
	423	300,971,355							35,354,222	2,121,253		37,475,475

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Development Projection at 50.000 (target) Mills for Debt Service-- Service Plan

Series 2019, G.O. Bonds, Non-Rated, 110x, 40-yr. Maturity

YEAR	Net Available for Debt Svc	Ser. 2019 \$14,260,000 Par [Net \$10.336 MM] Net Debt Service	Surplus			Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ 50.000 target	Cov. of Net DS: @ 50.000 Cap
			Annual Surplus	Release @ to \$2,852,000	Cumulative Surplus* \$2,852,000 Target				
2017	\$0		n/a		0	n/a	n/a	0.0%	0.0%
2018	0		n/a		0	n/a	n/a	0.0%	0.0%
2019	0	\$0	0		1,200,000	n/a	n/a	0.0%	0.0%
2020	0	0	0	0	1,200,000	931%	13%	0.0%	0.0%
2021	79,531	0	79,531	0	1,279,531	269%	10%	0.0%	0.0%
2022	275,515	0	275,515	0	1,555,045	173%	9%	0.0%	0.0%
2023	427,672	713,000	(285,328)	0	1,269,717	136%	8%	60.0%	60.0%
2024	546,532	713,000	(166,468)	0	1,103,250	125%	8%	76.7%	76.7%
2025	594,400	713,000	(118,600)	0	984,649	118%	8%	83.4%	83.4%
2026	630,064	713,000	(82,936)	0	901,713	118%	8%	88.4%	88.4%
2027	630,064	713,000	(82,936)	0	818,777	111%	8%	88.4%	88.4%
2028	667,868	713,000	(45,132)	0	773,644	111%	8%	93.7%	93.7%
2029	667,868	713,000	(45,132)	0	728,512	105%	7%	93.7%	93.7%
2030	707,940	713,000	(5,060)	0	723,452	105%	7%	99.3%	99.3%
2031	707,940	713,000	(5,060)	0	718,391	99%	7%	99.3%	99.3%
2032	750,416	713,000	37,416	0	755,807	99%	7%	105.2%	105.2%
2033	750,416	713,000	37,416	0	793,223	93%	6%	105.2%	105.2%
2034	795,441	718,000	77,441	0	870,664	93%	6%	110.8%	110.8%
2035	795,441	722,750	72,691	0	943,355	88%	6%	110.1%	110.1%
2036	843,167	762,250	80,917	0	1,024,273	87%	6%	110.6%	110.6%
2037	843,167	764,750	78,417	0	1,102,690	82%	6%	110.3%	110.3%
2038	893,757	812,000	81,757	0	1,184,448	82%	6%	110.1%	110.1%
2039	893,757	811,750	82,007	0	1,266,455	76%	5%	110.1%	110.1%
2040	947,383	861,250	86,133	0	1,352,588	75%	5%	110.0%	110.0%
2041	947,383	858,000	89,383	0	1,441,971	70%	5%	110.4%	110.4%
2042	1,004,226	909,500	94,726	0	1,536,697	69%	5%	110.4%	110.4%
2043	1,004,226	908,000	96,226	0	1,632,923	64%	4%	110.6%	110.6%
2044	1,064,479	966,000	98,479	0	1,731,402	63%	4%	110.2%	110.2%
2045	1,064,479	965,500	98,979	0	1,830,382	57%	4%	110.3%	110.3%
2046	1,128,348	1,024,250	104,098	0	1,934,480	56%	4%	110.2%	110.2%
2047	1,128,348	1,024,250	104,098	0	2,038,578	51%	3%	110.2%	110.2%
2048	1,196,049	1,083,250	112,799	0	2,151,377	48%	3%	110.4%	110.4%
2049	1,196,049	1,083,250	112,799	0	2,264,176	44%	3%	110.4%	110.4%
2050	1,267,812	1,152,000	115,812	0	2,379,988	41%	3%	110.1%	110.1%
2051	1,267,812	1,151,000	116,812	0	2,496,800	36%	2%	110.1%	110.1%
2052	1,343,881	1,218,500	125,381	0	2,622,181	33%	2%	110.3%	110.3%
2053	1,343,881	1,221,000	122,881	0	2,745,062	29%	2%	110.1%	110.1%
2054	1,424,514	1,291,500	133,014	26,075	2,852,000	25%	2%	110.3%	110.3%
2055	1,424,514	1,291,500	133,014	133,014	2,852,000	21%	1%	110.3%	110.3%
2056	1,509,984	1,369,250	140,734	140,734	2,852,000	17%	1%	110.3%	110.3%
2057	1,509,984	1,370,750	139,234	139,234	2,852,000	12%	1%	110.2%	110.2%
2058	1,600,584	1,454,500	146,084	146,084	2,852,000	8%	1%	110.0%	110.0%
2059	1,600,584	2,651,250	(1,050,666)	1,801,334	0	0%	0%	60.4%	60.4%
	37,475,475	36,289,000	1,186,475	2,386,475					

[L.May1018 19nrspL]

[*] Assumes \$1.200M Deposit @ closing (tbd)

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	Specific Ownership Tax @ 6%	Total Available For O&M	Total Mills
2017						
2018						
2019	0	10.000	0	0	0	60.000
2020	0	10.000	0	0	0	60.000
2021	1,531,200	10.000	15,006	900	15,906	60.000
2022	5,304,477	10.000	51,984	3,119	55,103	60.000
2023	8,233,968	10.000	80,693	4,842	85,534	60.000
2024	10,522,375	10.000	103,119	6,187	109,306	60.000
2025	11,443,969	10.000	112,151	6,729	118,880	60.000
2026	12,130,607	10.000	118,880	7,133	126,013	60.000
2027	12,130,607	10.000	118,880	7,133	126,013	60.000
2028	12,858,444	10.000	126,013	7,561	133,574	60.000
2029	12,858,444	10.000	126,013	7,561	133,574	60.000
2030	13,629,951	10.000	133,574	8,014	141,588	60.000
2031	13,629,951	10.000	133,574	8,014	141,588	60.000
2032	14,447,748	10.000	141,588	8,495	150,083	60.000
2033	14,447,748	10.000	141,588	8,495	150,083	60.000
2034	15,314,612	10.000	150,083	9,005	159,088	60.000
2035	15,314,612	10.000	150,083	9,005	159,088	60.000
2036	16,233,489	10.000	159,088	9,545	168,633	60.000
2037	16,233,489	10.000	159,088	9,545	168,633	60.000
2038	17,207,498	10.000	168,633	10,118	178,751	60.000
2039	17,207,498	10.000	168,633	10,118	178,751	60.000
2040	18,239,948	10.000	178,751	10,725	189,477	60.000
2041	18,239,948	10.000	178,751	10,725	189,477	60.000
2042	19,334,345	10.000	189,477	11,369	200,845	60.000
2043	19,334,345	10.000	189,477	11,369	200,845	60.000
2044	20,494,406	10.000	200,845	12,051	212,896	60.000
2045	20,494,406	10.000	200,845	12,051	212,896	60.000
2046	21,724,070	10.000	212,896	12,774	225,670	60.000
2047	21,724,070	10.000	212,896	12,774	225,670	60.000
2048	23,027,515	10.000	225,670	13,540	239,210	60.000
2049	23,027,515	10.000	225,670	13,540	239,210	60.000
2050	24,409,165	10.000	239,210	14,353	253,562	60.000
2051	24,409,165	10.000	239,210	14,353	253,562	60.000
2052	25,873,715	10.000	253,562	15,214	268,776	60.000
2053	25,873,715	10.000	253,562	15,214	268,776	60.000
2054	27,426,138	10.000	268,776	16,127	284,903	60.000
2055	27,426,138	10.000	268,776	16,127	284,903	60.000
2056	29,071,707	10.000	284,903	17,094	301,997	60.000
2057	29,071,707	10.000	284,903	17,094	301,997	60.000
2058	30,816,009	10.000	301,997	18,120	320,117	60.000
2059	30,816,009	10.000	301,997	18,120	320,117	60.000
			7,070,844	424,251	7,495,095	

JOHNSTOWN VILLAGE METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 3/15/18)



YEAR	Residential Development					Residential Summary								
	<u>SFDs</u>					<u>Townhomes</u>					Total Residential Market Value	Total SFD Units	Total TH Units	Total Res'l Units
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 263 target	Price Inflated @ 3%*	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed 160 target	Price Inflated @ 3%*	Market Value				
2017	0	0		\$360,000	0	0	0		\$280,000	0	\$0	0	0	0
2018	0	0		360,000	0	0	0		280,000	0	0	0	0	0
2019	72	2,592,000		370,800	0	96	2,688,000		288,400	0	0	0	0	0
2020	72	0	72	381,924	27,498,528	64	(896,000)	96	297,052	28,516,992	56,015,520	72	96	168
2021	72	0	72	393,382	28,323,484	0	(1,792,000)	64	305,964	19,581,668	47,905,152	72	64	136
2022	47	(900,000)	72	405,183	29,173,188	0	0	0	315,142	0	29,173,188	72	0	72
2023	0	(1,692,000)	47	417,339	19,614,917	0	0	0	324,597	0	19,614,917	47	0	47
2024	0	0	0	429,859	0	0	0	0	334,335	0	0	0	0	0
2025	0	0	0	442,755	0	0	0	0	344,365	0	0	0	0	0
2026	0	0	0	456,037	0	0	0	0	354,696	0	0	0	0	0
2027	0	0	0	469,718	0	0	0	0	365,336	0	0	0	0	0
2028	0	0	0	483,810	0	0	0	0	376,297	0	0	0	0	0
2029	0	0	0	498,324	0	0	0	0	387,585	0	0	0	0	0
2030	0	0	0	513,274	0	0	0	0	399,213	0	0	0	0	0
2031	0	0	0	528,672	0	0	0	0	411,189	0	0	0	0	0
2032	0	0	0	544,532	0	0	0	0	423,525	0	0	0	0	0
2033	0	0	0	560,868	0	0	0	0	436,231	0	0	0	0	0
2034	0	0	0	577,694	0	0	0	0	449,318	0	0	0	0	0
2035	0	0	0	595,025	0	0	0	0	462,797	0	0	0	0	0
2036	0	0	0	612,876	0	0	0	0	476,681	0	0	0	0	0
2037		0	0	631,262	0		0	0	490,982	0	0	0	0	0
	263	0	263		104,610,118	160	0	160		48,098,660	152,708,777	263	160	423

[*] Assumes 3% annual increase per Developer.

[*] Assumes 3% annual increase per Developer.

SOURCES AND USES OF FUNDS

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
50.000 (target) Mills
Non-Rated, 110x, 40-yr. Maturity
[Preliminary -- for discussion only]**

Dated Date 12/01/2019
Delivery Date 12/01/2019

Sources:

Bond Proceeds:	
Par Amount	14,260,000.00
	14,260,000.00

Uses:

Project Fund Deposits:	
Project Fund	10,335,800.00
Other Fund Deposits:	
Capitalized Interest Fund	2,139,000.00
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	285,200.00
Other Uses of Funds:	
Deposit to Surplus (New)	1,200,000.00
	14,260,000.00

BOND SUMMARY STATISTICS

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
50.000 (target) Mills
Non-Rated, 110x, 40-yr. Maturity
[Preliminary -- for discussion only]**

Dated Date	12/01/2019
Delivery Date	12/01/2019
First Coupon	06/01/2020
Last Maturity	12/01/2059
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.126237%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.263398%
Average Coupon	5.000000%
Average Life (years)	33.896
Weighted Average Maturity (years)	33.896
Duration of Issue (years)	16.324
Par Amount	14,260,000.00
Bond Proceeds	14,260,000.00
Total Interest	24,168,000.00
Net Interest	24,453,200.00
Bond Years from Dated Date	483,360,000.00
Bond Years from Delivery Date	483,360,000.00
Total Debt Service	38,428,000.00
Maximum Annual Debt Service	2,651,250.00
Average Annual Debt Service	960,700.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2059	14,260,000.00	100.000	5.000%	33.896	10/23/2053	24,669.80
	14,260,000.00			33.896		24,669.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,260,000.00	14,260,000.00	14,260,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-285,200.00	-285,200.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	13,974,800.00	13,674,800.00	14,260,000.00
Target Date	12/01/2019	12/01/2019	12/01/2019
Yield	5.126237%	5.263398%	5.000000%

DETAILED BOND DEBT SERVICE

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

50.000 (target) Mills

Non-Rated, 110x, 40-yr. Maturity

[Preliminary -- for discussion only]

Term Bond due 2059

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			356,500	356,500	
12/01/2020			356,500	356,500	713,000
06/01/2021			356,500	356,500	
12/01/2021			356,500	356,500	713,000
06/01/2022			356,500	356,500	
12/01/2022			356,500	356,500	713,000
06/01/2023			356,500	356,500	
12/01/2023			356,500	356,500	713,000
06/01/2024			356,500	356,500	
12/01/2024			356,500	356,500	713,000
06/01/2025			356,500	356,500	
12/01/2025			356,500	356,500	713,000
06/01/2026			356,500	356,500	
12/01/2026			356,500	356,500	713,000
06/01/2027			356,500	356,500	
12/01/2027			356,500	356,500	713,000
06/01/2028			356,500	356,500	
12/01/2028			356,500	356,500	713,000
06/01/2029			356,500	356,500	
12/01/2029			356,500	356,500	713,000
06/01/2030			356,500	356,500	
12/01/2030			356,500	356,500	713,000
06/01/2031			356,500	356,500	
12/01/2031			356,500	356,500	713,000
06/01/2032			356,500	356,500	
12/01/2032			356,500	356,500	713,000
06/01/2033			356,500	356,500	
12/01/2033			356,500	356,500	713,000
06/01/2034			356,500	356,500	
12/01/2034	5,000	5.000%	356,500	361,500	718,000
06/01/2035			356,375	356,375	
12/01/2035	10,000	5.000%	356,375	366,375	722,750
06/01/2036			356,125	356,125	
12/01/2036	50,000	5.000%	356,125	406,125	762,250
06/01/2037			354,875	354,875	
12/01/2037	55,000	5.000%	354,875	409,875	764,750
06/01/2038			353,500	353,500	
12/01/2038	105,000	5.000%	353,500	458,500	812,000
06/01/2039			350,875	350,875	
12/01/2039	110,000	5.000%	350,875	460,875	811,750
06/01/2040			348,125	348,125	
12/01/2040	165,000	5.000%	348,125	513,125	861,250
06/01/2041			344,000	344,000	
12/01/2041	170,000	5.000%	344,000	514,000	858,000
06/01/2042			339,750	339,750	
12/01/2042	230,000	5.000%	339,750	569,750	909,500
06/01/2043			334,000	334,000	
12/01/2043	240,000	5.000%	334,000	574,000	908,000
06/01/2044			328,000	328,000	
12/01/2044	310,000	5.000%	328,000	638,000	966,000
06/01/2045			320,250	320,250	
12/01/2045	325,000	5.000%	320,250	645,250	965,500
06/01/2046			312,125	312,125	
12/01/2046	400,000	5.000%	312,125	712,125	1,024,250
06/01/2047			302,125	302,125	
12/01/2047	420,000	5.000%	302,125	722,125	1,024,250
06/01/2048			291,625	291,625	
12/01/2048	500,000	5.000%	291,625	791,625	1,083,250
06/01/2049			279,125	279,125	
12/01/2049	525,000	5.000%	279,125	804,125	1,083,250
06/01/2050			266,000	266,000	
12/01/2050	620,000	5.000%	266,000	886,000	1,152,000
06/01/2051			250,500	250,500	
12/01/2051	650,000	5.000%	250,500	900,500	1,151,000
06/01/2052			234,250	234,250	
12/01/2052	750,000	5.000%	234,250	984,250	1,218,500
06/01/2053			215,500	215,500	
12/01/2053	790,000	5.000%	215,500	1,005,500	1,221,000

DETAILED BOND DEBT SERVICE

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

50.000 (target) Mills

Non-Rated, 110x, 40-yr. Maturity

[Preliminary -- for discussion only]

Term Bond due 2059

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2054			195,750	195,750	
12/01/2054	900,000	5.000%	195,750	1,095,750	1,291,500
06/01/2055			173,250	173,250	
12/01/2055	945,000	5.000%	173,250	1,118,250	1,291,500
06/01/2056			149,625	149,625	
12/01/2056	1,070,000	5.000%	149,625	1,219,625	1,369,250
06/01/2057			122,875	122,875	
12/01/2057	1,125,000	5.000%	122,875	1,247,875	1,370,750
06/01/2058			94,750	94,750	
12/01/2058	1,265,000	5.000%	94,750	1,359,750	1,454,500
06/01/2059			63,125	63,125	
12/01/2059	2,525,000	5.000%	63,125	2,588,125	2,651,250
	14,260,000		24,168,000	38,428,000	38,428,000

NET DEBT SERVICE

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019
50.000 (target) Mills
Non-Rated, 110x, 40-yr. Maturity
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
12/01/2020		713,000	713,000	713,000	
12/01/2021		713,000	713,000	713,000	
12/01/2022		713,000	713,000	713,000	
12/01/2023		713,000	713,000		713,000
12/01/2024		713,000	713,000		713,000
12/01/2025		713,000	713,000		713,000
12/01/2026		713,000	713,000		713,000
12/01/2027		713,000	713,000		713,000
12/01/2028		713,000	713,000		713,000
12/01/2029		713,000	713,000		713,000
12/01/2030		713,000	713,000		713,000
12/01/2031		713,000	713,000		713,000
12/01/2032		713,000	713,000		713,000
12/01/2033		713,000	713,000		713,000
12/01/2034	5,000	713,000	718,000		718,000
12/01/2035	10,000	712,750	722,750		722,750
12/01/2036	50,000	712,250	762,250		762,250
12/01/2037	55,000	709,750	764,750		764,750
12/01/2038	105,000	707,000	812,000		812,000
12/01/2039	110,000	701,750	811,750		811,750
12/01/2040	165,000	696,250	861,250		861,250
12/01/2041	170,000	688,000	858,000		858,000
12/01/2042	230,000	679,500	909,500		909,500
12/01/2043	240,000	668,000	908,000		908,000
12/01/2044	310,000	656,000	966,000		966,000
12/01/2045	325,000	640,500	965,500		965,500
12/01/2046	400,000	624,250	1,024,250		1,024,250
12/01/2047	420,000	604,250	1,024,250		1,024,250
12/01/2048	500,000	583,250	1,083,250		1,083,250
12/01/2049	525,000	558,250	1,083,250		1,083,250
12/01/2050	620,000	532,000	1,152,000		1,152,000
12/01/2051	650,000	501,000	1,151,000		1,151,000
12/01/2052	750,000	468,500	1,218,500		1,218,500
12/01/2053	790,000	431,000	1,221,000		1,221,000
12/01/2054	900,000	391,500	1,291,500		1,291,500
12/01/2055	945,000	346,500	1,291,500		1,291,500
12/01/2056	1,070,000	299,250	1,369,250		1,369,250
12/01/2057	1,125,000	245,750	1,370,750		1,370,750
12/01/2058	1,265,000	189,500	1,454,500		1,454,500
12/01/2059	2,525,000	126,250	2,651,250		2,651,250
	14,260,000	24,168,000	38,428,000	2,139,000	36,289,000

BOND SOLUTION

**JOHNSTOWN VILLAGE METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019**

50.000 (target) Mills

Non-Rated, 110x, 40-yr. Maturity

[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2020		713,000	-713,000				
12/01/2021		713,000	-713,000		79,531	79,531	
12/01/2022		713,000	-713,000		275,515	275,515	
12/01/2023		713,000		713,000	427,672	-285,328	59.98209%
12/01/2024		713,000		713,000	546,532	-166,468	76.65248%
12/01/2025		713,000		713,000	594,400	-118,600	83.36603%
12/01/2026		713,000		713,000	630,064	-82,936	88.36799%
12/01/2027		713,000		713,000	630,064	-82,936	88.36799%
12/01/2028		713,000		713,000	667,868	-45,132	93.67007%
12/01/2029		713,000		713,000	667,868	-45,132	93.67007%
12/01/2030		713,000		713,000	707,940	-5,060	99.29027%
12/01/2031		713,000		713,000	707,940	-5,060	99.29027%
12/01/2032		713,000		713,000	750,416	37,416	105.24769%
12/01/2033		713,000		713,000	750,416	37,416	105.24769%
12/01/2034	5,000	718,000		718,000	795,441	77,441	110.78565%
12/01/2035	10,000	722,750		722,750	795,441	72,691	110.05755%
12/01/2036	50,000	762,250		762,250	843,167	80,917	110.61560%
12/01/2037	55,000	764,750		764,750	843,167	78,417	110.25400%
12/01/2038	105,000	812,000		812,000	893,757	81,757	110.06865%
12/01/2039	110,000	811,750		811,750	893,757	82,007	110.10255%
12/01/2040	165,000	861,250		861,250	947,383	86,133	110.00092%
12/01/2041	170,000	858,000		858,000	947,383	89,383	110.41759%
12/01/2042	230,000	909,500		909,500	1,004,226	94,726	110.41516%
12/01/2043	240,000	908,000		908,000	1,004,226	96,226	110.59756%
12/01/2044	310,000	966,000		966,000	1,064,479	98,479	110.19456%
12/01/2045	325,000	965,500		965,500	1,064,479	98,979	110.25163%
12/01/2046	400,000	1,024,250		1,024,250	1,128,348	104,098	110.16336%
12/01/2047	420,000	1,024,250		1,024,250	1,128,348	104,098	110.16336%
12/01/2048	500,000	1,083,250		1,083,250	1,196,049	112,799	110.41303%
12/01/2049	525,000	1,083,250		1,083,250	1,196,049	112,799	110.41303%
12/01/2050	620,000	1,152,000		1,152,000	1,267,812	115,812	110.05313%
12/01/2051	650,000	1,151,000		1,151,000	1,267,812	116,812	110.14874%
12/01/2052	750,000	1,218,500		1,218,500	1,343,881	125,381	110.28976%
12/01/2053	790,000	1,221,000		1,221,000	1,343,881	122,881	110.06395%
12/01/2054	900,000	1,291,500		1,291,500	1,424,514	133,014	110.29916%
12/01/2055	945,000	1,291,500		1,291,500	1,424,514	133,014	110.29916%
12/01/2056	1,070,000	1,369,250		1,369,250	1,509,984	140,734	110.27821%
12/01/2057	1,125,000	1,370,750		1,370,750	1,509,984	139,234	110.15754%
12/01/2058	1,265,000	1,454,500		1,454,500	1,600,584	146,084	110.04356%
12/01/2059	2,525,000	2,651,250		2,651,250	1,600,584	-1,050,666	60.37090%
	14,260,000	38,428,000	-2,139,000	36,289,000	37,475,475	1,186,475	

EXHIBIT G

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Disclosure Notice

Johnstown Village Metropolitan District Nos. 1-5
(In the Town of Johnstown, Weld County, Colorado)

SPECIAL DISTRICT PUBLIC DISCLOSURE

Pursuant to § 32-1-104.8 C.R.S.

Name of the Districts:	Johnstown Village Metropolitan District Nos. 1-5 (“Districts”)
Contact Information for the Districts:	Johnstown Village Metropolitan District Nos. 1-5 c/o White Bear Ankele Tanaka & Waldron 2154 E. Commons Ave., Suite 2000 Centennial, Colorado 80122 Attention: Zachary P. White
Powers of the Districts:	All powers authorized in § 32-1-1004, C.R.S., including, but not limited to, fire protection, mosquito control, parks or recreational facilities or programs, traffic and safety controls, sanitation services, street improvements, television relay and translator facilities, transportation, water services, and solid waste disposal, subject to the limitations contained in the Districts’ Service Plan.
Service Plan:	The Districts’ Service Plan, which can be amended from time to time, includes a description of the Districts’ powers and authority. A copy of the Districts’ Service Plan is available from the Districts and from the Division of Local Government.
Financial Powers of the Districts:	Johnstown Village Metropolitan District Nos. 1-5 are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described § 32-1-809(1), C.R.S., which can be found at the Districts office, on the Districts’ web site, on file at the Division of Local Government in the State Department of Local Affairs, or on file at the office of the clerk and recorder of each county in which the special district is located.
Districts’ Boundaries:	A map of the Districts’ boundaries is attached hereto as Exhibit A. Please note that the Districts’ boundaries may change from time to time. Please contact the Districts for the latest information.
Districts Taxes and Fees:	The Districts have authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The Districts have the authority to issue debt and, in order to pay debt and for operations and maintenance costs, the Districts will impose a Debt Mill Levy and an Operations and Maintenance Mill Levy, and collect property taxes on properties within the District. The Districts may also establish a one-time Development Fee that may be imposed on a per-unit basis for residential property, and may impose other fees and charges. The Service Plan establishes a Maximum Debt Mill Levy and a maximum

Operations and Maintenance Mill Levy. The Districts have the authority to exceed these mill levy caps as provided in the Service Plan. The Districts' taxes are in addition to other property taxes imposed and collected by other governments such as the Town of Johnstown, Larimer County and other jurisdictions. Below are samples of potential property taxes of the Districts, based on assumed mill levies; actual mill levies and property taxes in any year may be higher or lower.

Sample Calculation of Mill Levy Cap for a Residential Property:

Assumptions:

Market value is \$400,000

Mill levy cap is 60 mills

Calculation:

$\$400,000 \times .0720 = \$28,800$ (Assessed Valuation)

$\$28,800 \times .060$ mills = **\$1,728 per year in taxes owed solely to the Districts**

Exhibit A
District Boundary Map

EXHIBIT H

SERVICE PLAN FOR JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NOS. 1-5

Indemnification Letters

Part I - Developer Indemnity Letter

{date – on or after date of Service Plan approval}

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

RE: Johnstown Village Metropolitan District Nos. 1-5

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Johnstown (the "Town") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the Johnstown Village Metropolitan District Nos. 1-5 (the "Districts"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the adoption of a Resolution of Approval regarding the Town's approval of the Districts' Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys' fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person or third party which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of the Developer or the Districts, or their agents, in connection with the Districts, including, without limitation, any actions or omissions of the Developer or Districts, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith.

2. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

DEVELOPER
Johnstown Village, LLC

By: _____

Title: _____

Part II - District Indemnity Letter

{date – date of organizational meeting}

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

RE: Johnstown Village Metropolitan District Nos. 1-5

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the Johnstown Village Metropolitan District Nos. 1-5 (the “Districts”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Districts. The Districts, for and on behalf of themselves and their transferees, successors and assigns, covenant and agree to and for the benefit of the Town as follows:

1. The Districts hereby waive and release any present or future claims they might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval of the Town of the Districts’ Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the Districts hereby agree to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of Johnstown Village, LLC (the “Developer”), or their agents, in connection with the formation and organization of the Districts, including, without limitation, any actions or omissions of the Districts or Developer, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith, including any claims disputing the validity of the Service Plan and said Resolution of Approval of the Town.

2. It is understood and agreed that neither the Districts nor the Town waive or intend to waive the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other defenses, immunities, or limitations of liability otherwise available to the Town, the Districts, its officers, or its employees by law.

3. This Letter has been duly authorized and executed on behalf of the Districts.

Very truly yours,

JOHNSTOWN VILLAGE METROPOLITAN
DISTRICT NOS. 1-5

By: _____
President

Attest:

Secretary

AGENDA ITEM 9D

**NEW
LIQUOR STORE
LICENSE
(Johnstown Plaza Liquors, LLC)
(*Public Hearing)**

LIQUOR LICENSE PUBLIC HEARING PROCEDURE –

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from “parties in interest.” Parties in interest may also cross-examine the applicant.

(Parties in interest include adult residents of the designated neighborhood, the owner or manager of any business located within the designated neighborhood and the representative of any school within 500 feet of the proposed license. The representative of any organized neighborhood group within the designated neighborhood may present evidence, but may not cross-examine witnesses.)

5. Discretionary: Receive information from “others.” (*Only if the testimony would aid Council in considering the application.*)
6. Additional questions from Council, if any.
6. Close the public hearing. (*No more questions from Council.*)
7. Discussion and deliberation among Council.
8. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval: I move to approve the Application for a Retail Liquor Store License for Johnstown Plaza Liquors, LLC.

For Denial: I move to deny approval of the Application for a Retail Liquor Store License for Johnstown Plaza Liquors, LLC.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: May 21, 2018

ITEM NUMBER: 9D

SUBJECT: *Public Hearing – Johnstown Plaza Liquors, LLC – New Liquor Store License

ACTION PROPOSED: Consider Issuance of a New Retail Liquor Store License

PRESENTED BY: Town Attorney, Town Clerk

AGENDA ITEM DESCRIPTION: This item is a public hearing to receive comments regarding the proposed new Liquor Store License for Johnstown Plaza Liquors, LLC located at 4915 and 4919 Thompson Parkway #A-6 and A-7, Johnstown, CO. When approving or denying an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

LEGAL ADVICE: The Town Attorney has reviewed the documents submitted and will be available at the meeting to answer questions.

FINANCIAL ADVICE: The applicant has paid all applicable fees for both the State and the Town.

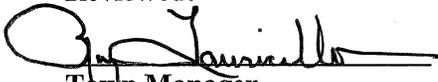
RECOMMENDED ACTION: Consider issuance of a new Retail Liquor Store License for Johnstown Plaza Liquors, LLC.

SUGGESTED MOTION:

For Approval: I move to approve the issuance of a new Retail Liquor Store License for Johnstown Plaza Liquors, LLC.

For Denial: I move to deny the issuance of a new Retail Liquor Store License for Johnstown Plaza Liquors, LLC.

Reviewed:


Town Manager

**RETAIL
LIQUOR STORE
LICENSE
APPLICATION**

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (Includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 Johnstown Plaza Liquors LLC FEIN Number 82-3744158

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 Johnstown Plaza Liquors 303-830-0808

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 4915 and 4919 Thompson Parkway #A-6 and A-7

City County State ZIP Code
 Johnstown Larimer CO 80534

4. Mailing Address (Number and Street) City or Town State ZIP Code
 4915 and 4919 Thompson Parkway #A6 and A7 Johnstown CO 80534

5. Email Address
 sharlsawaqed@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) N/A	Present State License Number N/A	Present Class of License N/A	Present Expiration Date N/A
--	-------------------------------------	---------------------------------	--------------------------------

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License \$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$1750.00 <input type="checkbox"/> Application Fee for Transfer \$1550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Master File Location Fee \$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$500.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input checked="" type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
Section B Liquor License Fees <input type="checkbox"/> Add Optional Premises to H & R \$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00	

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$
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Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input checked="" type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

Name n/a	Type of License n/a	Account Number n/a		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Johnstown Plaza LLC	Tenant Johnstown Plaza Liquors LLC	Expires 5/6/2028		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name N/A	Date of Birth N/A	FEIN or SSN N/A	Interest/Percentage N/A
Last Name N/A	First Name N/A	Date of Birth N/A	FEIN or SSN N/A	Interest/Percentage N/A
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A	<input type="checkbox"/> <input type="checkbox"/>	
		Number of additional Optional Premise areas requested. (See license fee chart)		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		N/A	<input type="checkbox"/> <input type="checkbox"/>	
If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		N/A	<input type="checkbox"/> <input type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?			<input type="checkbox"/> <input type="checkbox"/>	
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?			<input type="checkbox"/> <input type="checkbox"/>	
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		N/A	<input type="checkbox"/> <input type="checkbox"/>	

Name n/a	Type of License n/a	Account Number n/a		
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes <input type="checkbox"/> No <input type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services. Yes <input type="checkbox"/> No <input type="checkbox"/>				
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Sawaqed	First Name of Manager Sharel			
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. Yes <input type="checkbox"/> No <input type="checkbox"/> b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager n/a	First Name of Manager n/a			
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes <input type="checkbox"/> No <input type="checkbox"/>				
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name SEE ATTACHED	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				

Name	n/a	Type of License	n/a	Account Number	n/a
Oath Of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature		Printed Name and Title	Sharel Sawaqed, Manager		Date
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)				
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?					<input type="checkbox"/> <input checked="" type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for			Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date		
Signature	Print	Title	Date		

Attachment to DR 8404
Johnstown Plaza Liquors LLC

Question #26

Johnstown Plaza Liquors LLC

Manager: Sawaqed and Smith, LLC
355-C Inverness Drive South
Englewood, CO 80112

Managing Members: Mallory Smith (50%)
355-C Inverness Drive South
Englewood, CO 80112

Sharel Sawaqed (50%)
545 W. 73rd Place
Arvada, CO 80003

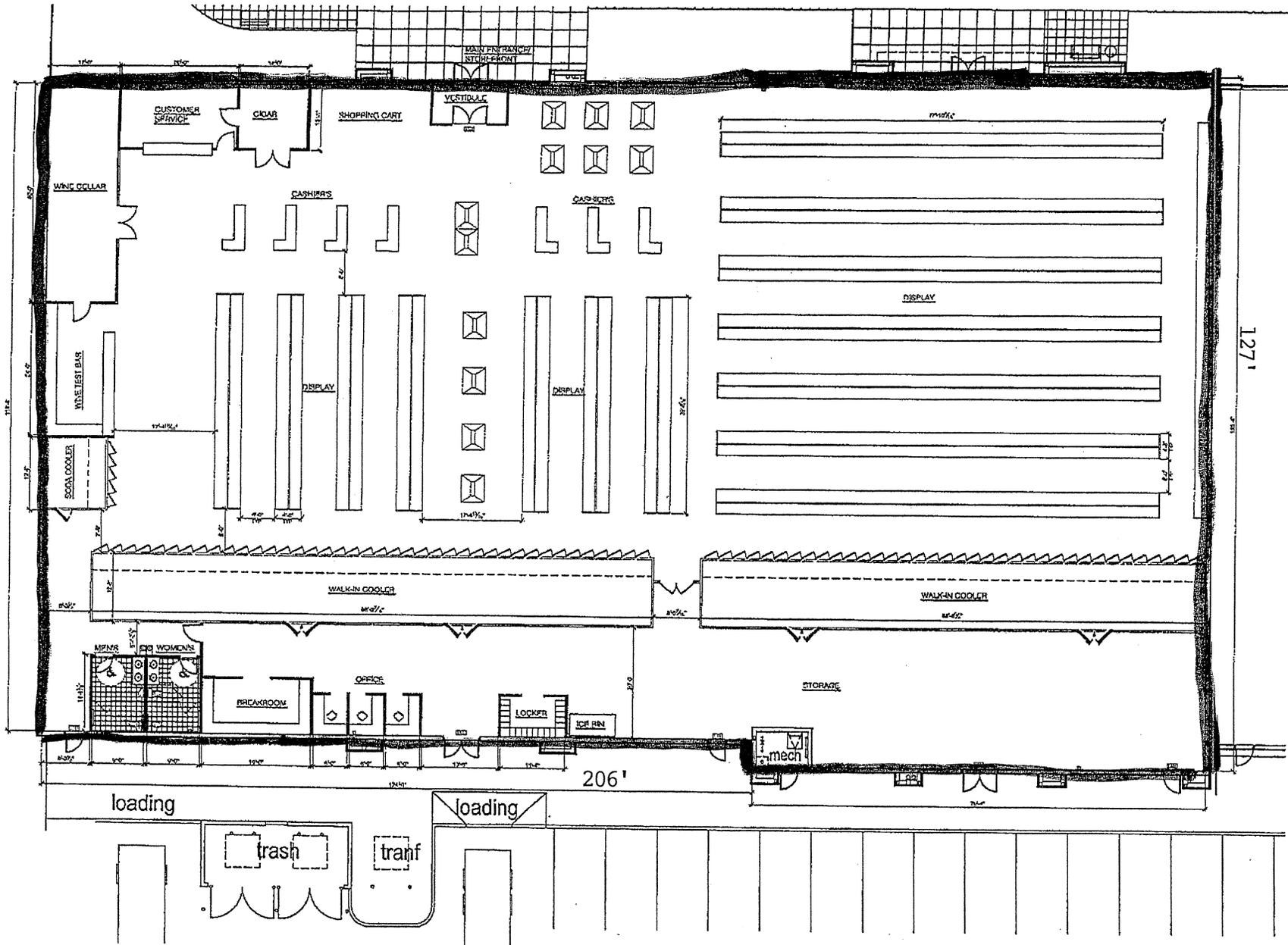
Members:

Sharel Sawaqed, President DOB 5/20/66 (50%)
545 W. 73rd Place
Arvada, CO 80003

Mallory Smith, CEO DOB 4/1/49 (46%)
355-C Inverness Drive South
Englewood, CO 80112

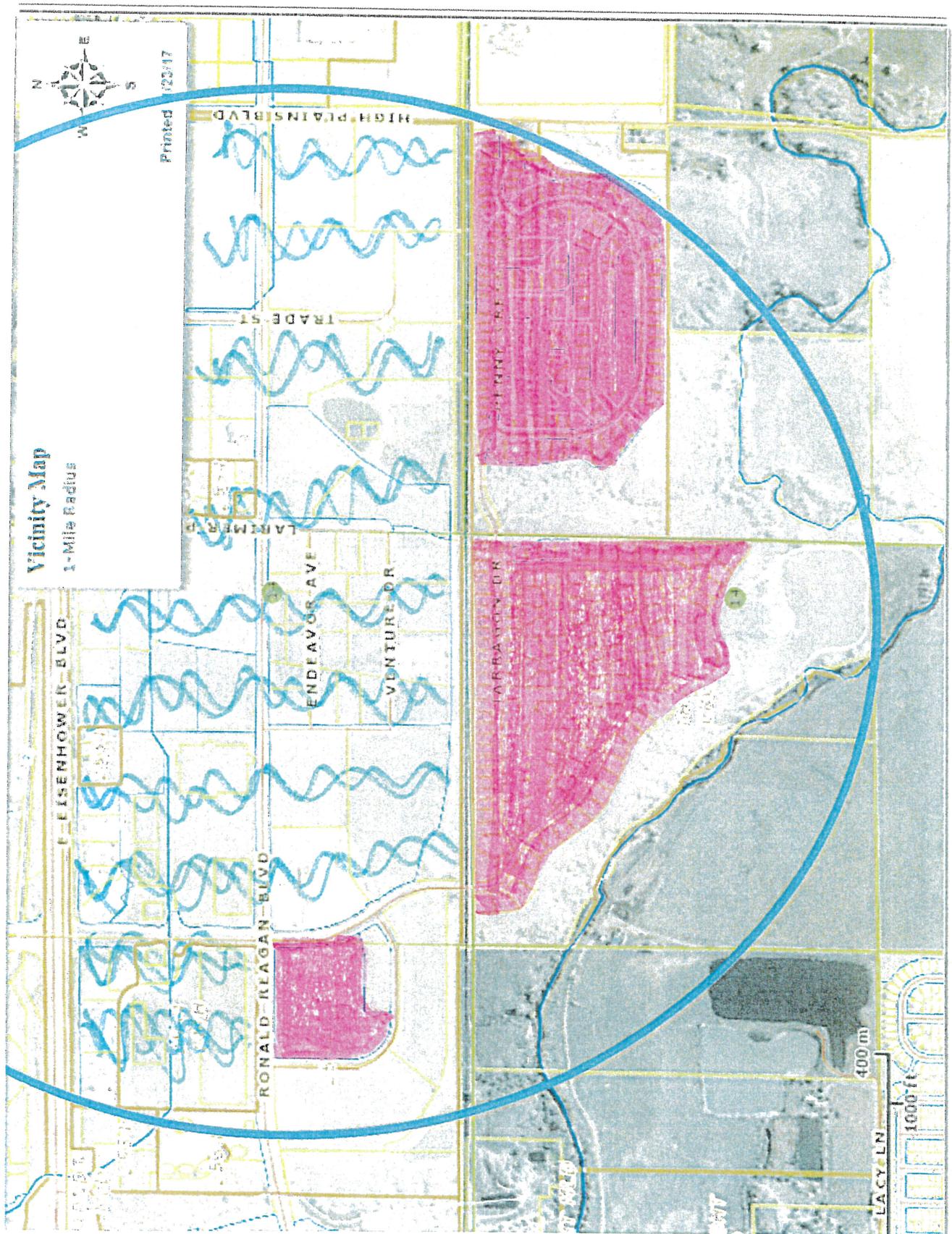
James Parks, CFO and Secretary DOB 9/9/43 (4%)
22956 East Mineral Place
Aurora, CO 80016

Johnstown Plaza Liquors
 4915 and 4919 Thompson Parkway #A-6 and A-7
 Johnstown, CO 80534



206' x 127 = 26,162 less 874 sq. ft. for jog
 in back of store = 25,288 sq. ft.

MAP



● - BUSINESSES ○ - RESIDENCES

APPLICANT/TRADE NAME: JOHNSTOWN PLAZA LIQUORS LLC, dba
 JOHNSTOWN PLAZA LIQUORS (25,288 SQ. FT.)
 APPLICATION FOR: RETAIL LIQUOR STORE LICENSE [To sell beer, wine & distilled spirits, in sealed
 containers, to be consumed OFF the licensed premises only]
 ADDRESS: 4915 & 4919 THOMPSON PARKWAY, #A-6 & A-7, JOHNSTOWN, CO 80534
 PUBLIC HEARING: MONDAY, 21 MAY 2018, 7:00 P.M., JOHNSTOWN ADMINISTRATION OFFICES, 450 S.
 PARISH, JOHNSTOWN, CO
 DEFINED NEIGHBORHOOD: ONLY THE AREA PERTAINING TO THE TOWN OF JOHNSTOWN WITHIN A 1-MILE

SURVEY

*Oedipus, Inc.*TM
Empirical Data Services

*Johnstown
Plaza Liquors*

4915 & 4919 Thompson Parkway
A-6 & A-7
Johnstown, CO 80534

**Retail Liquor
Store License**

21 May 2018

Local Licensing Authority
Johnstown, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

- PETITION & TELEPHONE SURVEYS
 - Liquor & 3.2 Beer Licensing
 - Rezoning
 - Opinion Poll
 - Venue
 - Special Tax Districts
- LIQUOR LICENSE SITE & ECONOMIC ANALYSIS

Johnstown Plaza Liquors, LLC, dba
Johnstown Plaza Liquors
4915 & 4919 Thompson Parkway, A6 & A7, Johnstown, CO 80534
Retail Liquor Store License

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc. employee was briefed on the application.
2. The employee carried a clipboard with the following:
 - A. A map of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
 - C. A stat sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on 9, 11 and 12 May 2018 within the neighborhood defined by the Town Clerk's office of Johnstown (see map). The circulation packets have a cover map, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.
5. Two (2) petition packets (one packet representing businesses, one packet representing residences), together with a Summary Letter, this Report and an Affidavit of Posting with photographs were prefiled on 14 May 2018 with the office of Ms. Diana Seele, Town Clerk, to comply with the pre-filing deadline.

PETITION/OPINION POLL RESULTS

1. Total Doorknocks:

Not-at-Homes and/or Business Owners/Managers Not Available	240
Not Qualified to Sign	5
Preferred to Not Participate	43
Parties in Interest that Participated	168
Deleted Signatures	<u>0</u>
Total Base Figure	456

2. Qualified Contacts:

A. Signatures and Those Not Signing

Signatures Favoring Issuance		157
Businesses	27	
Residences	130	
Not Signing/Favoring Issuance		0
Signatures Opposing Issuance		11
Businesses	1	
Residences	10	
Not Signing/Opposing Issuance		<u>0</u>
Total Contacts		168

B. Breakdown of Reasons of Signatures in Opposition:

No Need	5
Abhorrence of Alcohol	4
Religious Objections	0
Usage Objections	2
Miscellaneous Reasons	0
No Reason Given	<u>0</u>
Total Signatures	11

C. <u>Breakdown of Signatures Favoring and Opposing:</u>			
Favoring Issuance (Based on Needs/Desires)	157	=	93.45%
Signatures	157		
Not Signing	0		
Opposing Issuance (Based on Needs/Desires)	5	=	2.98%
Signatures	5		
Not Signing	0		
Abhorrence of Alcohol	4	=	2.38%
Signatures	4		
Not Signing	0		
Religious Objections	0	=	0.00%
Signatures	0		
Not Signing	0		
Usage Objections (Commercial, Traffic, Parking, Crime)	0	=	0.00%
Signatures	0		
Not Signing	0		
Other Miscellaneous Reasons	2	=	1.19%
Signatures	2		
Not Signing	0		
No Reason Given	<u>0</u>	=	<u>0.00%</u>
Signatures	0		
Not Signing	0		
Total Base Figure	168	=	100.00%

3. <u>Needs and Desires Signatures:</u>			
Signatures Favoring Issuance (Based on Needs/Desires)	157		
Favoring Issuance/Not Signing (Based on Needs/Desires)	0	}	157 = 96.91%
Signatures Opposing Issuance (Based on Needs/Desires)	5		
Opposing Issuance/Not Signing (Based on Needs/Desires)	0	}	<u>5</u> = <u>3.09%</u>
Total Base Figure	162	=	100.00%

The petition packets are presented as follows: Cover map, petitions, and affidavit.

#1 & #2 / Mark Steffek / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

- NN NEEDS & DESIRES CRITERIA:**
Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).
- NON NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:**
Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.
- RO RELIGIOUS OBJECTIONS:**
Individuals opposed to the license application based on religious beliefs/reasons.
- OBJ USAGE OBJECTIONS:**
Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).
- MS MISCELLANEOUS OBJECTIONS:**
Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the “needs and desires” criteria to existing licensed outlets other than the type of license applied for.
- NR NO REASON GIVEN:**
Individuals who preferred to not state a reason for opposing.

**POLICE
REPORT**

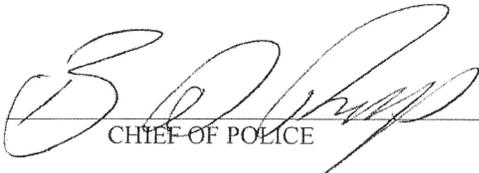
**INFORMATION
ONLY**

Agenda Item No.
COUNCIL DATE: 05/21/2018

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Johnstown Plaza Liquors LLC
4915 and 4919 Thompson Parkway #A6 and A7
Johnstown, Colorado
1. Trade Name and Address} Johnstown Plaza Liquors, LLC
4915 and 4919 Thompson Parkway #A6 and A7
Johnstown, CO 80534
2. Date of Application: 01-22-2018
3. Type of Application: Retail Liquor Store
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} CBD
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership} Lease
 - F.
5. Evidence of Public Notice
- A. Posting of Premises} Posted May 10, 2018
 - B. Legal Publication } Johnstown Breeze May 10, 2018
6. Investigation: Police Department Case#}
- A. Applicant has made application for a new Retail Liquor Store License.
 - B. Background Investigation: A background check was done through CBI and found no concerns.
8. Findings of fact:
- A. The required fees were submitted.
 - B. It is my recommendation the Retail Liquor Store license be approved.



CHIEF OF POLICE



DATE

