# *TOWN COUNCIL*

# *MEETING*

# *PACKET*

**March 17, 2014**

Town of Johnstown

*Town Council*

*Agenda*
**Monday, March 17, 2014**
**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 – March 3, 2014
B) Payment of Bills
C) February Financial Statements

**7) STAFF REPORTS**

**8) OLD BUSINESS**

**9) NEW BUSINESS**
A) Consider Water and Sewer Service Agreement – Thompson River Ranch Filing No. 3
B) ***Public Hearing** – Daily Subdivision Preliminary Plat
C) ***Public Hearing** - Thompson River Ranch Filing No. 3 Final Plat
D) Consider Public Improvements Development Agreement – Thompson River Ranch Filing No. 3
E) Consider Award of Contract for Downtown Streetscape Improvements Project Phases 3 and 4 and Municipal Parking Lot-Technology Constructors Incorporated

**10) COUNCIL REPORTS AND COMMENTS**

**11) MAYOR'S COMMENTS**

**12) ADJOURN**

**WORKSESSION**

**1)** Discussion of Parcel Disconnection – Southwest Corner of Interstate 25and State Highway 56

**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 – March 3, 2014**
- **Payment of Bills**
- **February Financial Statements**

# COUNCIL

# MINUTES

The Town Council of the Town of Johnstown met on Monday, March 3, 2014 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:
Those present were: Councilmembers Berg, Lebsack, Mellon, Molinar Jr. and Townsend

Those absent were: Councilmember James

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager. John Franklin, Town Planner and Diana Seele, Town Clerk

Agenda Approval

Councilmember Lebsack made a motion seconded by Councilmember Molinar Jr. to amend the Agenda to move Item 9B to 9A. Motion carried with a unanimous vote.

Consent Agenda

Councilmember Berg made a motion seconded by Councilmember Townsend to approve the Consent Agenda:

- February 19, 2014 - Town Council Meeting Minutes

Motion carried with a unanimous vote.

New Business

A. Consider Intergovernmental Agreement with Weld County for Payment of Bonus Amounts for Certain Reported Oil and Gas Employees - Weld County has contracted with Mr. Bill Jerke to assist in ensuring that the maximum number of oil and gas employees residing within unincorporated Weld County and the various municipalities within Weld County are reported to the State of Colorado for 2014. The County has agreed to pay Mr. Jerke a base amount of $20,000. The IGA provides that the Town of Johnstown will pay Weld County a pro rata share ($365.27) of the additional $10,000 base amount (the increase of the base from $10,000 to $20,000) plus a bonus amount (maximum $50 payment per employee for State of Colorado Severance Tax Direct Distribution and Federal Mineral Lease Distribution) for all reported oil and gas employees residing within the Town boundaries over the number of oil and gas employees reported for Johnstown for 2013. Councilmember Townsend made a motion seconded by Councilmember Berg to approve the Intergovernmental Agreement, and authorize the Mayor to sign it. Motion carried with a unanimous vote.

B. Public Hearing – Appeal of Johnstown Review Committee (JRC) Decision – Liberty Arms Final PUD Development Plan - The applicant, TB Group representing Liberty Arms Institute has submitted an appeal of the Johnstown Review Committee findings. The JRC did not approve the proposed architectural design, finding the roof line feature was a major variance from the concept presented to Town Council.

Mayor Romanowski opened the public hearing at 7:11 p.m. After numerous comments from the applicant and residents in attendance Mayor Romanowski closed the hearing at 8:02 p.m.

Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the revised architectural elevations. Motion carried with a unanimous vote.

C. Consider Agreement with State of Colorado for an Energy Impact Assistance Grant for Downtown Streetscape Phase 3 and 4 and Municipal Parking Lot Improvements - The Town submitted an Energy and Mineral Impact Assistance Grant application to the State of Colorado. The grant request was for funding to assist in the cost of construction for the downtown streetscape and municipal parking lot. A $600,000 Energy Impact Assistance Grant was awarded to the Town for the project. The agreement with the State of Colorado is a standard agreement entered into between the State and various entities receiving impact assistance funds. Councilmember Berg made a motion seconded by Councilmember Mellon to approve the agreement with the State of Colorado 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 8:13 p.m.

Mayor

Town Clerk/Treasurer

# PAYMENT

# OF

# BILLS

| BILLS SUBMITTED FOR PAYMENT - MARCH 2014 | | | | |
|---|---|---|---|---|
| ACE HARDWARE | | | $ 287.97 | |
| ACLARA TECHNOLOGIES | | | $ 4,250.00 | |
| ADAMSON POLICE PRODUCTS | | | $ 678.00 | |
| ADVANCED MECHANICAL | | | $ 1,285.00 | |
| AMSAN | | | $ 314.38 | |
| ANCHOR AUTO GLASS | | | $ 35.00 | |
| ANSON, R RUSSELL | | | $ 7,565.00 | |
| **TOWN ASSIGNMENT** | **$** | **5,030.00** | | |
| **ADVOCATE HOMES** | **$** | **390.00** | | |
| **LIBERTY FIREARMS** | **$** | **1,170.00** | | |
| **WOODWARD** | **$** | **19.50** | | |
| **TRR #3** | **$** | **253.50** | | |
| **STROH FARMS** | **$** | **39.00** | | |
| **CLEARVIEW** | **$** | **58.50** | | |
| **CORBETT GLENN** | **$** | **39.00** | | |
| **JOHNSTOWN FARMS** | **$** | **58.50** | | |
| **MIRACLE ON 34** | **$** | **97.50** | | |
| **RV BOATEL** | **$** | **409.50** | | |
| **AVALIS WAYFINDING** | | | $ 106.61 | |
| BAJA BROADBAND (US CABLE) | | | $ 405.35 | EST |
| BARCODE WAREHOUSE | | | $ 103.67 | |
| BESTWAY CONCRETE | | | $ 521.00 | |
| BISON RIDGE CONSTRUCTION | | | $ 580.00 | |
| BLX | | | $ 402.50 | |
| BRANDON COPELAND | | | $ 535.00 | |
| BUCKLEY PIPELINE | | | $ 2,325.00 | |
| CANTRELL, TROY - REFUND | | | $ 53.28 | |
| CARLSEN, MARK & JOANNE - REFUND | | | $ 62.01 | |
| CASELLE INC | | | $ 640.00 | |
| CDR PROPANE | | | $ 3,211.00 | |
| CENTURY LINK | | | $ 317.27 | |
| CINTAS | | | $ 325.00 | EST |
| CITY OF FORT COLLINS | | | $ 2,058.75 | |
| CAMCA - COURT CLERK | | | $ 20.00 | |
| COLLINS, KRISTINE - REFUND | | | $ 100.00 | |
| COLORADO ANALYTICAL | | | $ 114.00 | |
| COLORADO INSPECTION CONNECTION | | | $ 4,500.00 | |
| COLORADO MUNICIPAL CLERKS ASSOCIATION | | | $ 170.00 | |
| COMFORT DESIGN | | | $ 82.16 | |
| CONSOLIDATED HILLSBOROUGH DITCH | | | $ 3,000.00 | |
| COREN PRINTING | | | $ 290.00 | |
| DEGNAN, JAMES - REFUND | | | $ 154.35 | |
| DELL MARKETING | | | $ 1,075.97 | |
| DILLER MECHANICAL | | | $ 648.00 | |
| DPC INDUSTRIES | | | $ 25,062.78 | |
| DXP ENTERPRISES (ROCKY MOUNTAIN SUPPLY) | | | $ 28.80 | |
| ERGOMED | | | $ 195.00 | |
| 4 RIVERS EQUIPMENT | | | $ 17,527.33 | |
| FACILITY MAINTENANCE BY DESIGN | | | $ 130.00 | |
| FARIS MACHINERY | | | $ 710.00 | |
| FERGUSON WATERWORKS | | | $ 632.18 | |
| FIRST CLASS SECURITY SYSTEMS | | | $ 78.90 | |
| FIRST NATIONAL BANK | | | $ 721.93 | |
| G&K SERVICES | | | $ 249.08 | |
| GARD LATERAL DITCH COM | | | $ 600.00 | |
| GLENN A JONES, LIBRARY | | | $ 29,616.67 | |
| GREELEY & LOVELAND IRRIGATION CO | | | $ 168.00 | |
| GREYSTONE TECHNOLOGY GROUP | | | $ 1,075.00 | |
| HAYS MARKET | | | $ 195.32 | |

| | | | | |
|---|---|---|---|---|
| ~~HELTON & WILLIAMSEN~~ | | ~~$~~ | ~~3,609.00~~ | |
| ~~HILL & ROBBINS~~ | | ~~$~~ | ~~3,470.06~~ | |
| HIRERIGHT | | $ | 27.05 | |
| HOFNER, EMILEE - REFUND | | $ | 201.64 | |
| INERTIA | | $ | 3,510.12 | |
| INGERSOLL RAND | | $ | 1,768.65 | |
| J&S CONTRACTORS SUPPLY | | $ | 679.70 | |
| JACK SWAZE TRUCKING | | $ | 150.00 | |
| JOHNSTOWN BREEZE | | $ | 641.52 | |
| JOHNSTOWN CLOTHING | | $ | 52.99 | |
| JOURNEY HOMES - REFUND | | $ | 200.53 | |
| JTOWN GRAPHIX | | $ | 550.25 | |
| KINSCO | | $ | 5.90 | |
| KNUDSON-CANNON, ANDREA - REFUND | | $ | 49.08 | |
| LARIMER COUNTY CLERK & RECORDER | | $ | 25.00 | |
| LAZAR, MICHAEL | | $ | 1,000.00 | EST |
| LOWE'S | | $ | 202.02 | |
| MAJOR, KATHY | | $ | 1,000.00 | |
| MARES AUTO | | $ | 128.00 | |
| MED-TECH RESOURCE | | $ | 171.29 | |
| MARIPOSA | | $ | 85.00 | |
| MILLIKEN-JOHNSTOWN ELCETRIC | | $ | 90.00 | |
| MOUNTAIN STATES PIPE & SUPPLY | | $ | 637.50 | |
| NAPA AUTO PARTS | | $ | 426.69 | |
| NEWCO INC | | $ | 32.07 | |
| NORTHERN SAFETY & INDUSTRIAL | | $ | 216.30 | |
| ORBACK CONSTRUCTION | | $ | 2,212.50 | |
| PAETEC | | $ | 1,722.79 | |
| PIONEER SAND | | $ | 53.89 | |
| PITNEY BOWES | | $ | 257.47 | |
| POCKET PRESS INC | | $ | 143.84 | |
| POUDRE VALLEY REA | | $ | 9,196.46 | |
| QUALITY WELL & PUMP | | $ | 88.00 | |
| QUILL | | $ | 193.15 | |
| REVELATION STEEL | | $ | 13.46 | |
| REX OIL | | $ | 6,961.82 | |
| RG AND ASSOCIATES | | $ | 891.00 | |
| ROCKLIN, AVI S | | $ | 1,118.00 | |
| SAFETY AND CONSTRUCTION SUPPLY | | $ | 142.36 | |
| SANCHEZ, AARON | | $ | 942.32 | |
| SAUNDERS, GARY - REFUND | | $ | 42.89 | |
| TRI STATE | | $ | 2,068.00 | |
| UE COMPRESSION | | $ | 582.75 | |
| UNITED POWER | | $ | 741.18 | EST |
| UTILITY NOTIFICATION CENTER | | $ | 287.64 | |
| VERIZON WIRELESS | | $ | 1,282.99 | |
| WAKEFIELD, RON - REFUND | | $ | 39.13 | |
| WASTE MANAGEMENT | | $ | 36,000.00 | EST |
| WINTERS, HELLERICH & HUGHES | | $ | 2,200.00 | |
| WITHMORE, BETH - REFUND | | $ | 51.77 | |
| XCEL ENERGY | | $ | 47,217.19 | |
| YOST CLEANING | | $ | 1,972.00 | |
| **TOTAL** | | **$** | **248,560.22** | |

# FEBRUARY

# FINANCIAL

# STATEMENTS

# EXECUTIVE SUMMARY FEBRUARY 2014

16.00%

| | Actual | Budget | Variance | % |
|---|---|---|---|---|
| **GENERAL** | | | | |
| Revenues | 971,065.00 | 6,523,400.00 | 5,552,335.00 | 15% |
| Expenditures | | | | |
| Legislative | 3,147.00 | 36,600.00 | 33,453.00 | 9% |
| Judicial | 4,220.00 | 30,400.00 | 26,180.00 | 14% |
| Elections | - | 20,000.00 | 20,000.00 | 0% |
| Administration | 43,135.00 | 362,000.00 | 318,865.00 | 12% |
| Planning & Zoning | 24,439.00 | 167,500.00 | 143,061.00 | 15% |
| Police | 227,937.00 | 1,718,200.00 | 1,490,263.00 | 13% |
| Protective Inspections | 12,758.00 | 223,200.00 | 210,442.00 | 6% |
| Streets | 124,280.00 | 1,142,800.00 | 1,018,520.00 | 11% |
| Cemetery | 775.00 | 41,200.00 | 40,425.00 | 2% |
| Animal Control | 10,927.00 | 81,500.00 | 70,573.00 | 13% |
| Senior Coordinator | 7,701.00 | 55,500.00 | 47,799.00 | 14% |
| Parks | 1,822.00 | 57,800.00 | 55,978.00 | 3% |
| Community | 10,485.00 | 1,602,500.00 | 1,592,015.00 | 1% |
| Transfers | 85,531.00 | 927,600.00 | 842,069.00 | 9% |
| Total Expenditures | 557,157.00 | 6,466,800.00 | 5,909,643.00 | 9% |
| Excess Revenues over Expenditures | 413,908.00 | | | |

# EXECUTIVE SUMMARY FEBRUARY 2014

16.00%

| | | Actual | Budget | Variance | % |
|---|---|---|---|---|---|
| **WATER** | | | | | |
| Revenues | | 619,141.00 | 1,992,300.00 | 1,373,159.00 | 31% |
| Expenditures | | | | | |
| | Administration | 37,669.00 | 211,600.00 | 173,931.00 | 18% |
| | Operations | 156,028.00 | 1,441,700.00 | 1,285,672.00 | 11% |
| | Transfer | - | 90,000.00 | 90,000.00 | 0% |
| | | 193,697.00 | 1,743,300.00 | 1,549,603.00 | 11% |
| Excess Revenues over Expenditures | | 425,444.00 | | | |
| Debt Services | | 1,414,536.00 | 1,415,000.00 | 664.00 | 100% |

# EXECUTIVE SUMMARY FEBRUARY 2014

16.00%

| | Actual | Budget | Variance | % |
|---|---|---|---|---|
| **WASTEWATER** | | | | |
| Revenues | 378,832.00 | 1,267,500.00 | 888,668.00 | 30% |
| Expenditures | | | | |
| Administration | 45,864.00 | 300,300.00 | 254,436.00 | 15% |
| Operation | 376,610.00 | 1,932,700.00 | 1,556,090.00 | 19% |
| | 422,474.00 | 2,233,000.00 | 1,810,526.00 | 19% |
| Excess Revenues over Expenditures | (43,642.00) | | | |

CITY OF JOHNSTOWN

REVENUES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | TAXES | | | | | |
| 01-01-4010-00 | GEN. PROPERTY ACCOUNTS | 111,848.38 | 111,861.32 | 2,860,000.00 | 2,748,138.68 | 3.9 |
| 01-01-4020-00 | SPECIFIC OWNERSHIP TAXES | 22,637.33 | 41,060.28 | 190,000.00 | 148,939.72 | 21.6 |
| 01-01-4030-00 | FRANCHISE TAXES | 33,930.51 | 59,551.38 | 290,000.00 | 230,448.62 | 20.5 |
| 01-01-4040-00 | PENALTIES & INTEREST | .00 | 3.86 | 4,000.00 | 3,996.14 | .1 |
| 01-01-4070-00 | SALES TAX | 213,420.42 | 414,434.52 | 1,825,000.00 | 1,410,565.48 | 22.7 |
| 01-01-4080-00 | SEVERANCE TAX | .00 | .00 | 50,000.00 | 50,000.00 | .0 |
| | TOTAL TAXES | 381,836.64 | 626,911.36 | 5,219,000.00 | 4,592,088.64 | 12.0 |
| | LICENSES & PERMITS | | | | | |
| 01-02-4110-00 | LIQUOR LICENSE | 71.25 | 75.00 | 400.00 | 325.00 | 18.8 |
| 01-02-4120-00 | BUS. LIC. & PERMITS - OTHE | 1,700.00 | 8,200.00 | 9,000.00 | 800.00 | 91.1 |
| 01-02-4130-00 | BUILDING PERMITS | 76,616.39 | 136,121.50 | 280,000.00 | 143,878.50 | 48.6 |
| 01-02-4140-00 | DOG LICENSE & PERMITS OTHE | 262.00 | 576.00 | 2,100.00 | 1,524.00 | 27.4 |
| 01-02-4150-00 | FINGERPRINTING | 5.00 | 15.00 | 300.00 | 285.00 | 5.0 |
| | TOTAL LICENSES & PERMITS | 78,654.64 | 144,987.50 | 291,800.00 | 146,812.50 | 49.7 |
| | INTERGOVERNMENTAL | | | | | |
| 01-03-4210-00 | CIGARETTE TAXES | 1,198.00 | 2,455.30 | 13,500.00 | 11,044.70 | 18.2 |
| 01-03-4220-00 | HIGHWAY USERS TAX | 28,009.32 | 56,473.99 | 330,000.00 | 273,526.01 | 17.1 |
| 01-03-4230-00 | ADD. VEH. REG. FEE | 3,573.00 | 6,859.00 | 37,000.00 | 30,141.00 | 18.5 |
| 01-03-4240-00 | COUNTY ROAD & BRIDGE | .00 | .00 | 65,000.00 | 65,000.00 | .0 |
| | TOTAL INTERGOVERNMENTAL | 32,780.32 | 65,788.29 | 445,500.00 | 379,711.71 | 14.8 |
| | CHARGES FOR SERVICES | | | | | |
| 01-04-4310-00 | CEMETERY LOTS AND CARE | 512.00 | 3,035.00 | 18,000.00 | 14,965.00 | 16.9 |
| 01-04-4320-00 | TRASH CHARGES | 36,783.34 | 73,406.84 | 360,000.00 | 286,593.16 | 20.4 |
| 01-04-4330-00 | OTHER SERVICES | 4,866.22 | ( 837.59 ) | 1,500.00 | 2,337.59 | ( 55.8 ) |
| 01-04-4340-00 | FISHING PERMITS | 5.00 | 5.00 | 600.00 | 595.00 | .8 |
| | TOTAL CHARGES FOR SERVICES | 42,166.56 | 75,609.25 | 380,100.00 | 304,490.75 | 19.9 |
| | FINES | | | | | |
| 01-05-4410-00 | MUNICIPAL COURT FINES & FE | 6,710.21 | 14,572.21 | 55,000.00 | 40,427.79 | 26.5 |
| 01-05-4420-00 | SURCHARGE | 875.00 | 1,815.36 | 5,500.00 | 3,684.64 | 33.0 |
| | TOTAL FINES | 7,585.21 | 16,387.57 | 60,500.00 | 44,112.43 | 27.1 |

CITY OF JOHNSTOWN

REVENUES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | MISCELLANEOUS | | | | | |
| 01-06-4510-00 | COMM. CENTER RENTAL FEES | ( 315.00 ) | 2,290.00 | 5,500.00 | 3,210.00 | 41.6 |
| 01-06-4530-00 | REFUND OF EXPENDITURES | 100.00 | 162.02 | 5,000.00 | 4,837.98 | 3.2 |
| 01-06-4570-00 | SCHOOL DISTRICT | .00 | .00 | 24,000.00 | 24,000.00 | .0 |
| | TOTAL MISCELLANEOUS | ( 215.00 ) | 2,452.02 | 34,500.00 | 32,047.98 | 7.1 |
| | EARNINGS ON INVESTMENTS | | | | | |
| 01-07-4610-00 | EARNINGS ON INVESTMENTS | 1,801.79 | 16,415.99 | 42,000.00 | 25,584.01 | 39.1 |
| | TOTAL EARNINGS ON INVESTMENTS | 1,801.79 | 16,415.99 | 42,000.00 | 25,584.01 | 39.1 |
| | TAXES | | | | | |
| 01-08-4520-00 | TRANSFER FROM WATER FUND | .00 | .00 | 45,000.00 | 45,000.00 | .0 |
| 01-08-4530-00 | DEVELOPERS COST PAYMENT | ( 15,320.28 ) | 22,512.53 | 5,000.00 | ( 17,512.53 ) | 450.3 |
| | TOTAL TAXES | ( 15,320.28 ) | 22,512.53 | 50,000.00 | 27,487.47 | 45.0 |
| | TOTAL FUND REVENUE | 529,289.88 | 971,064.51 | 6,523,400.00 | 5,552,335.49 | 14.9 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | LEGISLATIVE | | | | | |
| 01-10-5010-00 | BOARD MEMBERS COMPENSATION | 2,600.00 | 2,600.00 | 22,800.00 | 20,200.00 | 11.4 |
| 01-10-5050-00 | PAYROLL TAXES | 198.91 | 198.91 | 1,800.00 | 1,601.09 | 11.1 |
| 01-10-5070-00 | WORKMEN'S COMPENSATION | 81.37 | 162.71 | 900.00 | 737.29 | 18.1 |
| 01-10-6522-00 | INSURANCE | 175.00 | 175.00 | 700.00 | 525.00 | 25.0 |
| 01-10-6544-03 | EQUIPMENT/SOFTWARE - IPADS | 9.99 | 9.99 | 5,000.00 | 4,990.01 | .2 |
| 01-10-8016-00 | PROFESSIONAL SERVICES | .00 | .00 | 5,400.00 | 5,400.00 | .0 |
| | TOTAL LEGISLATIVE | 3,065.27 | 3,146.61 | 36,600.00 | 33,453.39 | 8.6 |
| | JUDICIAL | | | | | |
| 01-15-5011-00 | SAL-JUDGE | 1,000.00 | 1,000.00 | 10,000.00 | 9,000.00 | 10.0 |
| 01-15-5012-00 | SAL-PROS. ATT. | 3,200.00 | 3,200.00 | 19,700.00 | 16,500.00 | 16.2 |
| 01-15-6505-00 | OFFICE EXPENSES | .00 | 19.99 | 600.00 | 580.01 | 3.3 |
| 01-15-8016-00 | PROFESSIONAL SERVICES | .00 | .00 | 100.00 | 100.00 | .0 |
| | TOTAL JUDICIAL | 4,200.00 | 4,219.99 | 30,400.00 | 26,180.01 | 13.9 |
| | ELECTIONS | | | | | |
| 01-20-6413-00 | PUBLISHING | .00 | .00 | 700.00 | 700.00 | .0 |
| 01-20-6526-00 | SUPPLIES | .00 | .00 | 12,500.00 | 12,500.00 | .0 |
| 01-20-8017-00 | ELECTION JUDGES | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-20-8018-00 | COORDINATING W/WELD CTY | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| | TOTAL ELECTIONS | .00 | .00 | 20,000.00 | 20,000.00 | .0 |

CITY OF JOHNSTOWN

EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | ADMINISTRATION | | | | | |
| 01-25-5010-00 | SALARIES | 5,634.25 | 11,273.71 | 75,400.00 | 64,126.29 | 15.0 |
| 01-25-5010-03 | OVERTIME | .00 | .00 | 600.00 | 600.00 | .0 |
| 01-25-5011-00 | PART TIME OFFICE | 149.10 | 149.10 | 3,700.00 | 3,550.90 | 4.0 |
| 01-25-5015-00 | CLEANING SALARIES | 216.67 | 433.34 | 3,500.00 | 3,066.66 | 12.4 |
| 01-25-5025-00 | MANAGER | 3,587.30 | 7,174.60 | 48,500.00 | 41,325.40 | 14.8 |
| 01-25-5050-00 | PAYROLL TAXES | 699.31 | 1,387.61 | 9,900.00 | 8,512.39 | 14.0 |
| 01-25-5060-00 | RETIREMENT FUND | 694.71 | 1,389.66 | 9,100.00 | 7,710.34 | 15.3 |
| 01-25-5065-00 | HEALTH INSURANCE | 2,079.48 | 4,158.96 | 30,000.00 | 25,841.04 | 13.9 |
| 01-25-5070-00 | WORKMAN'S COMPENSATION | 55.21 | 109.44 | 600.00 | 490.56 | 18.2 |
| 01-25-6010-00 | UTILITIES | 483.62 | 483.62 | 5,000.00 | 4,516.38 | 9.7 |
| 01-25-6505-00 | OFFICE EXPENSE | 941.87 | 1,131.29 | 8,000.00 | 6,868.71 | 14.1 |
| 01-25-6506-00 | UTILITY BILL MAILING | 303.78 | 605.30 | 3,700.00 | 3,094.70 | 16.4 |
| 01-25-6510-00 | TELEPHONE | 162.77 | 162.77 | 2,100.00 | 1,937.23 | 7.8 |
| 01-25-6511-00 | TRAINING | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-25-6513-00 | PUBLISHING | 338.86 | 338.86 | 6,000.00 | 5,661.14 | 5.7 |
| 01-25-6515-00 | DUES AND SUBSCRIPTIONS | 14.73 | 2,039.73 | 2,800.00 | 760.27 | 72.9 |
| 01-25-6518-00 | CLEANING SUPPLIES | 156.79 | 156.79 | 1,500.00 | 1,343.21 | 10.5 |
| 01-25-6520-00 | MILEAGE & EXPENSES | .00 | 126.58 | 2,200.00 | 2,073.42 | 5.8 |
| 01-25-6522-00 | INSURANCE & BONDS | 2,472.00 | 2,472.00 | 13,800.00 | 11,328.00 | 17.9 |
| 01-25-6544-04 | CAPITAL OUTLAY- COMPUTER | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-25-6544-05 | SOFTWARE | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 01-25-6544-07 | MISC. OFFICE EQPT. | .00 | .00 | 700.00 | 700.00 | .0 |
| 01-25-7020-00 | MAINTENANCE & REPAIRS | 690.79 | 690.79 | 3,500.00 | 2,809.21 | 19.7 |
| 01-25-8010-00 | AUDIT | 1,875.00 | 1,875.00 | 8,900.00 | 7,025.00 | 21.1 |
| 01-25-8012-00 | COMPUTER PROFESSIONAL SERV | 597.33 | 1,034.66 | 14,000.00 | 12,965.34 | 7.4 |
| 01-25-8014-00 | LEGAL | 3,713.00 | 3,713.00 | 40,000.00 | 36,287.00 | 9.3 |
| 01-25-8015-00 | TAPING MEETINGS | 585.00 | 872.50 | 6,200.00 | 5,327.50 | 14.1 |
| 01-25-8016-00 | SALARY STUDY FEES | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-25-8017-00 | PROFESSIONAL SERVICES | 85.00 | 170.00 | 6,000.00 | 5,830.00 | 2.8 |
| 01-25-8019-00 | TREASURER'S FEES | 1,185.04 | 1,185.20 | 45,000.00 | 43,814.80 | 2.6 |
| 01-25-9028-00 | COMMUNICATIONS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| | TOTAL ADMINISTRATION | 26,721.61 | 43,134.51 | 362,000.00 | 318,865.49 | 11.9 |

CITY OF JOHNSTOWN

EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | PLANNING & ZONING | | | | | |
| 01-30-5010-00 | SALARIES | 8,019.76 | 16,039.52 | 104,600.00 | 88,560.48 | 15.3 |
| 01-30-5050-00 | PAYROLL TAXES | 606.22 | 1,212.44 | 8,100.00 | 6,887.56 | 15.0 |
| 01-30-5060-00 | RETIREMENT FUND | 740.66 | 1,481.32 | 9,700.00 | 8,218.68 | 15.3 |
| 01-30-5065-00 | HEALTH INSURANCE | 1,281.08 | 2,562.16 | 18,300.00 | 15,737.84 | 14.0 |
| 01-30-5070-00 | WORKMENS COMPENSATION | 162.68 | 325.36 | 1,300.00 | 974.64 | 25.0 |
| 01-30-6010-00 | UTILITIES | 483.61 | 483.61 | 2,800.00 | 2,316.39 | 17.3 |
| 01-30-6505-00 | OFFICE SUPPLIES | 166.96 | 220.73 | 2,300.00 | 2,079.27 | 9.6 |
| 01-30-6510-00 | TELEPHONE | 133.57 | 133.57 | 1,300.00 | 1,166.43 | 10.3 |
| 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 | 525.00 | 525.00 | 2,100.00 | 1,575.00 | 25.0 |
| 01-30-6544-01 | GIS PLOTTER/GIS CAM | .00 | .00 | 3,200.00 | 3,200.00 | .0 |
| 01-30-6544-04 | MACHINERY AND EQPT. | .00 | .00 | 1,700.00 | 1,700.00 | .0 |
| 01-30-8014-00 | LEGAL | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-30-8016-00 | PROFESSIONAL SERVICES | 1,282.14 | 1,455.79 | 10,000.00 | 8,544.21 | 14.6 |
| | TOTAL PLANNING & ZONING | 13,401.68 | 24,439.50 | 167,500.00 | 143,060.50 | 14.6 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | POLICE | | | | | |
| 01-35-5010-00 | SALARIES | 66,101.83 | 132,568.81 | 922,000.00 | 789,431.19 | 14.4 |
| 01-35-5010-03 | OVERTIME PAY | 1,789.30 | 2,738.20 | 20,000.00 | 17,261.80 | 13.7 |
| 01-35-5013-00 | CLERICAL SALARIES | 4,614.72 | 8,993.34 | 62,000.00 | 53,006.66 | 14.5 |
| 01-35-5050-00 | PAYROLL TAXES | 5,381.67 | 10,726.23 | 76,800.00 | 66,073.77 | 14.0 |
| 01-35-5060-00 | RETIREMENT | 3,750.83 | 7,706.22 | 65,000.00 | 57,293.78 | 11.9 |
| 01-35-5065-00 | HEALTH INSURANCE | 18,758.97 | 38,245.34 | 290,200.00 | 251,954.66 | 13.2 |
| 01-35-5070-00 | WORKMEN'S COMPENSATION | 3,985.66 | 7,971.32 | 38,000.00 | 30,028.68 | 21.0 |
| 01-35-6010-00 | UTILITIES | 1,731.78 | 1,731.78 | 16,400.00 | 14,668.22 | 10.6 |
| 01-35-6505-00 | OFFICE EXPENSE | 358.51 | 358.51 | 6,000.00 | 5,641.49 | 6.0 |
| 01-35-6510-00 | TELEPHONE | 506.26 | 506.26 | 9,100.00 | 8,593.74 | 5.6 |
| 01-35-6511-00 | TRAINING | 533.89 | 808.89 | 10,000.00 | 9,191.11 | 8.1 |
| 01-35-6513-00 | PUBLISHING | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-35-6515-00 | DUES AND SUBSCRIPTIONS | 105.00 | 105.00 | 1,200.00 | 1,095.00 | 8.8 |
| 01-35-6518-00 | CLEANING SERVICES | 542.00 | 1,084.00 | 8,100.00 | 7,016.00 | 13.4 |
| 01-35-6522-00 | INSURANCE AND BONDS | 11,000.00 | 11,000.00 | 44,000.00 | 33,000.00 | 25.0 |
| 01-35-6524-00 | GAS AND OIL | 1,214.48 | 1,214.48 | 38,000.00 | 36,785.52 | 3.2 |
| 01-35-6526-00 | OPERATING SUPPLIES | 206.00 | 206.00 | 6,000.00 | 5,794.00 | 3.4 |
| 01-35-6527-00 | UNIFORMS AND CLEANING | 324.44 | 324.44 | 5,000.00 | 4,675.56 | 6.5 |
| 01-35-6528-00 | WELD COUNTY MAINT. AGREEME | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 01-35-6544-02 | COMPUTER SYSTEMS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-35-6544-04 | RADAR GUNS | .00 | .00 | 4,900.00 | 4,900.00 | .0 |
| 01-35-6544-05 | CELLULAR PHONES | .00 | .00 | 100.00 | 100.00 | .0 |
| 01-35-6544-06 | VESTS | .00 | .00 | 4,500.00 | 4,500.00 | .0 |
| 01-35-6544-07 | CAMERA & INVESTIGATION EQPT. | .00 | .00 | 2,600.00 | 2,600.00 | .0 |
| 01-35-6544-09 | SHOOTING RANGE SUPPLIES | .00 | .00 | 3,600.00 | 3,600.00 | .0 |
| 01-35-6544-10 | OFFICE IMPROVEMENTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-35-6544-11 | POLICE VEHICLE/EQPT. | .00 | .00 | 7,500.00 | 7,500.00 | .0 |
| 01-35-7010-00 | BLDG. REPAIR & MAINT. | 97.46 | 97.46 | 8,000.00 | 7,902.54 | 1.2 |
| 01-35-7020-00 | REPAIRS AND MAINTENANCE | 288.60 | 288.60 | 10,000.00 | 9,711.40 | 2.9 |
| 01-35-8012-00 | COMP. PROFESSIONAL SERVICE | 150.05 | 366.55 | 12,900.00 | 12,533.45 | 2.8 |
| 01-35-8014-00 | LEGAL | 139.50 | 139.50 | 1,500.00 | 1,360.50 | 9.3 |
| 01-35-8016-00 | PROFESSIONAL SERVICES | 156.00 | 156.00 | 5,500.00 | 5,344.00 | 2.8 |
| 01-35-8017-00 | JUVENILE ASSESSMENT CENTER | .00 | .00 | 5,400.00 | 5,400.00 | .0 |
| 01-35-8021-00 | COMP. LINK TO RECORDS | 600.33 | 600.33 | 8,000.00 | 7,399.67 | 7.5 |
| 01-35-9022-00 | JAIL FEES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-35-9028-00 | COMMUNITY SERVICES | .00 | .00 | 8,400.00 | 8,400.00 | .0 |
| | TOTAL POLICE | 122,337.28 | 227,937.26 | 1,718,200.00 | 1,490,262.74 | 13.3 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | PROTECTIVE INSPECTIONS | | | | | |
| 01-40-5010-00 | SALARIES | 1,666.28 | 3,337.77 | 88,600.00 | 85,262.23 | 3.8 |
| 01-40-5050-00 | PAYROLL TAXES | 125.64 | 251.68 | 6,800.00 | 6,548.32 | 3.7 |
| 01-40-5060-00 | RETIREMENT | 70.56 | 141.35 | 3,900.00 | 3,758.65 | 3.6 |
| 01-40-5065-00 | HEALTH INSURANCE | 341.06 | 682.12 | 23,800.00 | 23,117.88 | 2.9 |
| 01-40-5070-00 | WORKMEN'S COMPENSATION | 81.37 | 162.71 | 4,100.00 | 3,937.29 | 4.0 |
| 01-40-6010-00 | UTILITIES | 483.62 | 483.62 | 3,200.00 | 2,716.38 | 15.1 |
| 01-40-6505-00 | OFFICE EXPENSE | 161.23 | 281.71 | 3,500.00 | 3,218.29 | 8.1 |
| 01-40-6510-00 | TELEPHONE | 112.03 | 112.03 | 1,700.00 | 1,587.97 | 6.6 |
| 01-40-6511-00 | TRAINING | .00 | 75.00 | 600.00 | 525.00 | 12.5 |
| 01-40-6513-00 | PUBLISHING | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-6515-00 | DUES & SUBSCRIPTIONS | 25.00 | 25.00 | 200.00 | 175.00 | 12.5 |
| 01-40-6518-00 | CLEANING & SUPPLIES | .00 | .00 | 700.00 | 700.00 | .0 |
| 01-40-6522-00 | INSURANCE AND BONDS | 2,125.00 | 2,125.00 | 8,500.00 | 6,375.00 | 25.0 |
| 01-40-6524-00 | GAS AND OIL | .00 | .00 | 2,700.00 | 2,700.00 | .0 |
| 01-40-6526-00 | OPERATING SUPPLIES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-40-6544-02 | COMPUTER | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-40-6544-09 | NEXTEL PHONES REPLACEMENT | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-40-7020-00 | REPAIR & MAINTENANCE | 79.39 | 79.39 | 2,000.00 | 1,920.61 | 4.0 |
| 01-40-8012-00 | COMP. PROF. SERVICES | 250.44 | 500.88 | 3,200.00 | 2,699.12 | 15.7 |
| 01-40-8014-00 | LEGAL | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-40-8016-00 | PROFESSIONAL SERVICES | 4,500.00 | 4,500.00 | 65,000.00 | 60,500.00 | 6.9 |
| | TOTAL PROTECTIVE INSPECTIONS | 10,021.62 | 12,758.26 | 223,200.00 | 210,441.74 | 5.7 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | STREETS | | | | | |
| 01-45-5010-00 | SALARIES | 15,125.34 | 29,405.32 | 261,900.00 | 232,494.68 | 11.2 |
| 01-45-5010-03 | OVERTIME | 1,739.16 | 3,593.06 | 5,500.00 | 1,906.94 | 65.3 |
| 01-45-5015-00 | PART-TIME SALARIES | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 01-45-5050-00 | PAYROLL TAXES | 1,246.18 | 2,438.28 | 22,000.00 | 19,561.72 | 11.1 |
| 01-45-5060-00 | RETIREMENT FUND | 953.88 | 1,935.51 | 17,800.00 | 15,864.49 | 10.9 |
| 01-45-5065-00 | HEALTH INSURANCE | 4,196.34 | 8,392.68 | 80,000.00 | 71,607.32 | 10.5 |
| 01-45-5070-00 | WORKMEN'S COMPENSATION | 976.08 | 1,952.16 | 16,000.00 | 14,047.84 | 12.2 |
| 01-45-6010-00 | UTILITIES | 1,754.91 | 1,754.91 | 15,000.00 | 13,245.09 | 11.7 |
| 01-45-6015-00 | UTILITIES - STREET LIGHTIN | 19,779.75 | 19,779.75 | 218,000.00 | 198,220.25 | 9.1 |
| 01-45-6505-00 | OFFICE EXPENSE | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-45-6510-00 | TELEPHONE | 349.28 | 551.60 | 3,000.00 | 2,448.40 | 18.4 |
| 01-45-6511-00 | TRAINING | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-45-6515-00 | DUES & SUBSCRIPTIONS | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-45-6518-00 | CLEANING SUPPLIES | 151.62 | 151.62 | 1,500.00 | 1,348.38 | 10.1 |
| 01-45-6522-00 | INSURANCE AND BONDS | 6,000.00 | 6,000.00 | 24,000.00 | 18,000.00 | 25.0 |
| 01-45-6524-00 | GAS & OIL | .00 | 3,190.00 | 22,500.00 | 19,310.00 | 14.2 |
| 01-45-6526-00 | OPERATING SUPPLIES | 163.60 | 163.60 | 4,500.00 | 4,336.40 | 3.6 |
| 01-45-6530-00 | SNOW AND ICE REMOVAL | 6,164.12 | 6,279.21 | 20,000.00 | 13,720.79 | 31.4 |
| 01-45-6532-00 | TRASH SERVICE | 36,074.82 | 36,074.82 | 360,000.00 | 323,925.18 | 10.0 |
| 01-45-6534-00 | WEED CONTROL | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 01-45-6536-00 | STREET SIGNS | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-45-6544-03 | EQUIPMENT | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-45-6544-06 | HOLIDAY DECORATIONS | 513.67 | 513.67 | 5,000.00 | 4,486.33 | 10.3 |
| 01-45-6544-07 | TOOLS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 01-45-6544-09 | SAFETY EQUIPMENT | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 01-45-7020-00 | REP & MAINT - EQUIP & BLDG | 616.38 | 1,534.87 | 20,000.00 | 18,465.13 | 7.7 |
| 01-45-7030-00 | REPAIR & MAINT. BLDGS. | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-45-8016-00 | PROFESSIONAL SERVICES | 465.90 | 568.51 | 3,000.00 | 2,431.49 | 19.0 |
| | TOTAL STREETS | 96,271.03 | 124,279.57 | 1,142,800.00 | 1,018,520.43 | 10.9 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | CEMETERY | | | | | |
| 01-50-5015-00 | SALARIES | .00 | .00 | 11,500.00 | 11,500.00 | .0 |
| 01-50-5050-00 | PAYROLL TAXES | .00 | .00 | 900.00 | 900.00 | .0 |
| 01-50-5070-00 | WORKMEN'S COMPENSATION | 162.68 | 325.36 | 1,200.00 | 874.64 | 27.1 |
| 01-50-6513-00 | PUBLISHING | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-50-6522-00 | INSURANCE | 450.00 | 450.00 | 1,800.00 | 1,350.00 | 25.0 |
| 01-50-6524-00 | GAS & OIL | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-50-6526-00 | SUPPLIES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-50-6533-00 | TREE TRIMMING | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| 01-50-6534-00 | FERTILIZER & WEED CONTROL | .00 | .00 | 4,700.00 | 4,700.00 | .0 |
| 01-50-6544-01 | MOWER DECK | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 01-50-6544-02 | HAND MOWER | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-50-6544-05 | TOOLS | .00 | .00 | 400.00 | 400.00 | .0 |
| 01-50-6544-06 | TREES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-50-6544-07 | BLOWER BACK PACK | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-50-7020-00 | REPAIRS AND MAINTENANCE | .00 | .00 | 3,200.00 | 3,200.00 | .0 |
| 01-50-7025-00 | SPRINKLER REPAIR | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-50-8016-00 | PROFESSIONAL SERVICES | .00 | .00 | 400.00 | 400.00 | .0 |
| | TOTAL CEMETERY | 612.68 | 775.36 | 41,200.00 | 40,424.64 | 1.9 |
| | ANIMAL CONTROL | | | | | |
| 01-55-5010-00 | SALARIES | 3,310.30 | 6,620.60 | 45,300.00 | 38,679.40 | 14.6 |
| 01-55-5010-03 | OVERTIME | .00 | .00 | 200.00 | 200.00 | .0 |
| 01-55-5050-00 | PAYROLL TAXES | 249.58 | 499.16 | 3,500.00 | 3,000.84 | 14.3 |
| 01-55-5060-00 | RET BEN | 140.20 | 280.40 | 2,000.00 | 1,719.60 | 14.0 |
| 01-55-5065-00 | HEALTH BEN | 681.74 | 1,363.48 | 9,400.00 | 8,036.52 | 14.5 |
| 01-55-5070-00 | WORKMENS COMPENSATION | 244.02 | 488.04 | 1,000.00 | 511.96 | 48.8 |
| 01-55-6522-00 | INSURANCE | 475.00 | 475.00 | 1,900.00 | 1,425.00 | 25.0 |
| 01-55-6524-00 | GAS AND OIL | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 01-55-6526-00 | SUPPLIES | 150.00 | 305.28 | 1,200.00 | 894.72 | 25.4 |
| 01-55-7020-00 | REPAIR & MAINTENANCE | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-55-7030-00 | WEED/NUISANCE CONTROL | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 01-55-8016-00 | PROFESSIONAL SERVICES | 895.00 | 895.00 | 5,000.00 | 4,105.00 | 17.9 |
| | TOTAL ANIMAL CONTROL | 6,145.84 | 10,926.96 | 81,500.00 | 70,573.04 | 13.4 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | SENIOR COORDINATOR PROGRAM | | | | | |
| 01-60-5015-00 | PART-TIME SALARIES | 2,633.61 | 5,159.12 | 35,900.00 | 30,740.88 | 14.4 |
| 01-60-5050-00 | PAYROLL TAXES | 201.47 | 394.67 | 2,800.00 | 2,405.33 | 14.1 |
| 01-60-5070-00 | WORKMEN'S COMPENSATION | 244.02 | 488.04 | 2,400.00 | 1,911.96 | 20.3 |
| 01-60-6010-00 | UTILITIES | 524.89 | 524.89 | 3,600.00 | 3,075.11 | 14.6 |
| 01-60-6510-00 | TELEPHONE | 113.23 | 113.23 | 1,300.00 | 1,186.77 | 8.7 |
| 01-60-6520-00 | MILEAGE | 152.12 | 217.12 | 2,900.00 | 2,682.88 | 7.5 |
| 01-60-6522-00 | INSURANCE | 350.00 | 350.00 | 1,400.00 | 1,050.00 | 25.0 |
| 01-60-7020-00 | REPAIR & MAINTENANCE | 252.19 | 454.19 | 5,200.00 | 4,745.81 | 8.7 |
| | TOTAL SENIOR COORDINATOR PROGRAM | 4,471.53 | 7,701.26 | 55,500.00 | 47,798.74 | 13.9 |
| | PARKS | | | | | |
| 01-65-5015-00 | PART-TIME SALARIES | .00 | .00 | 21,000.00 | 21,000.00 | .0 |
| 01-65-5050-00 | PAYROLL TAXES | .00 | .00 | 1,600.00 | 1,600.00 | .0 |
| 01-65-5070-00 | WORKMEN'S COMPENSATION | 162.68 | 325.36 | 1,100.00 | 774.64 | 29.6 |
| 01-65-6010-00 | UTILITIES | 884.73 | 884.73 | 6,000.00 | 5,115.27 | 14.8 |
| 01-65-6511-00 | TRAINING | .00 | .00 | 300.00 | 300.00 | .0 |
| 01-65-6522-00 | INSURANCE AND BONDS | 500.00 | 500.00 | 2,000.00 | 1,500.00 | 25.0 |
| 01-65-6524-00 | GAS AND OIL | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-65-6526-00 | SUPPLIES | 112.32 | 112.32 | 2,000.00 | 1,887.68 | 5.6 |
| 01-65-6534-00 | FERTILIZER AND WEED CONTROL | .00 | .00 | 9,000.00 | 9,000.00 | .0 |
| 01-65-6542-00 | PORTA-POTTIES | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-65-6544-01 | MOWER | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-65-6544-02 | SPIN TRIMMER | .00 | .00 | 800.00 | 800.00 | .0 |
| 01-65-7020-00 | REPAIRS AND MAINTENANCE | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-65-7025-00 | SPRINKLER REPAIRS | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| | TOTAL PARKS | 1,659.73 | 1,822.41 | 57,800.00 | 55,977.59 | 3.2 |
| | LIBRARY | | | | | |
| 01-70-7000-00 | TOWN SUPPORT-LIBRARY | 29,616.67 | 59,233.34 | 355,400.00 | 296,166.66 | 16.7 |
| | TOTAL LIBRARY | 29,616.67 | 59,233.34 | 355,400.00 | 296,166.66 | 16.7 |

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | LEGISLATIVE | | | | | |
| 01-75-6526-00 | COMMUNITY CENTER SUPPLIES | 75.44 | 85.91 | 8,500.00 | 8,414.09 | 1.0 |
| 01-75-7020-00 | COMMUNITY CENTER REPAIR | 454.20 | 858.20 | 10,000.00 | 9,141.80 | 8.6 |
| 01-75-7025-00 | COMMUNITY CENTER UTILITIES | 524.89 | 524.89 | 7,500.00 | 6,975.11 | 7.0 |
| 01-75-7031-00 | DOWNTOWN BEAUTIFICATION | .00 | .00 | 22,000.00 | 22,000.00 | .0 |
| 01-75-7032-00 | DOWNTOWN PHASE 3,4/PARKING LOT | 732.28 | 732.28 | 1,000,000.00 | 999,267.72 | .1 |
| 01-75-7051-00 | MUSEUM IMPR. | .00 | .00 | 32,500.00 | 32,500.00 | .0 |
| 01-75-7054-00 | TOWN HALL IMPROVEMENTS | .00 | .00 | 5,500.00 | 5,500.00 | .0 |
| 01-75-7055-00 | ECONOMIC DEVELOPMENT CONT. | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-75-7066-00 | WEB SITE CONSULTANT | .00 | .00 | 20,500.00 | 20,500.00 | .0 |
| 01-75-7070-00 | BARBEQUE DAYS CONTRIBUTION | .00 | .00 | 19,000.00 | 19,000.00 | .0 |
| 01-75-7080-00 | MOSQUITO SPRAYING | .00 | .00 | 17,000.00 | 17,000.00 | .0 |
| 01-75-7090-00 | INSURANCE DEDUCTIBLES | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 01-75-7100-00 | SEPARATION BENEFITS | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 01-75-7110-00 | EQPT. REPLACEMENT | .00 | .00 | 375,000.00 | 375,000.00 | .0 |
| 01-75-7125-00 | GROUNDS MAINTENANCE | 4,097.50 | 4,471.13 | 14,000.00 | 9,528.87 | 31.9 |
| 01-75-7129-00 | NEWSLETTER | 3,510.00 | 3,510.00 | 18,500.00 | 14,990.00 | 19.0 |
| 01-75-7130-00 | TOWN HALL MAINT. AGREEMENT | 223.38 | 302.28 | 5,000.00 | 4,697.72 | 6.1 |
| 01-75-7131-00 | SAFETY AWARD PROGRAM | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 01-75-7133-00 | DOWNTOWN FACADE GRANT PROGRAM | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| | TOTAL LEGISLATIVE | 9,617.69 | 10,484.69 | 1,602,500.00 | 1,592,015.31 | .7 |
| | TRANSFERS OUT | | | | | |
| 01-80-7040-00 | TRANSFER WATER FUND | .00 | .00 | 182,200.00 | 182,200.00 | .0 |
| 01-80-7050-00 | TRANSFER - CONTINGENT FUND | .00 | .00 | 225,000.00 | 225,000.00 | .0 |
| 01-80-7080-00 | TRANSFER TO DEVELOPERS COST | .00 | .00 | 25,000.00 | 25,000.00 | .0 |
| 01-80-7110-00 | SALES TAX REFUND | 26,298.02 | 26,298.02 | 140,000.00 | 113,701.98 | 18.8 |
| | TOTAL TRANSFERS OUT | 26,298.02 | 26,298.02 | 572,200.00 | 545,901.98 | 4.6 |
| | TOTAL FUND EXPENDITURES | 354,440.65 | 557,157.74 | 6,466,800.00 | 5,909,642.26 | 8.6 |
| | NET REVENUE OVER EXPENDITURES | 174,849.23 | 413,906.77 | 56,600.00 | ( 357,306.77 ) | 731.3 |

CITY OF JOHNSTOWN

REVENUES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 02-00-4310-00 | WATER CHARGES | 87,464.93 | 176,708.26 | 1,675,000.00 | 1,498,291.74 | 10.6 |
| 02-00-4320-00 | WATER TAP FEES | 150,800.00 | 169,867.00 | .00 | ( 169,867.00 ) | .0 |
| 02-00-4322-00 | RAW WATER DEV. FEE | 160,000.00 | 232,000.00 | .00 | ( 232,000.00 ) | .0 |
| 02-00-4325-00 | WATER REFUNDS | ( 405.00 ) | ( 405.00 ) | .00 | 405.00 | .0 |
| 02-00-4330-00 | MISCELLANEOUS | 19,410.80 | 34,861.80 | 100,000.00 | 65,138.20 | 34.9 |
| 02-00-4610-00 | EARNINGS ON INVESTMENTS | 1,041.66 | 6,223.95 | 35,000.00 | 28,776.05 | 17.8 |
| 02-00-4830-00 | TRANSFER FROM GENERAL FUND | .00 | .00 | 182,300.00 | 182,300.00 | .0 |
| | TOTAL SOURCE 00 | 418,312.39 | 619,256.01 | 1,992,300.00 | 1,373,043.99 | 31.1 |
| | TOTAL FUND REVENUE | 418,312.39 | 619,256.01 | 1,992,300.00 | 1,373,043.99 | 31.1 |

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | ADMINISTRATION | | | | | |
| 02-25-5010-00 | SALARIES | 2,571.06 | 5,142.12 | 37,200.00 | 32,057.88 | 13.8 |
| 02-25-5010-03 | OVERTIME | .00 | .00 | 300.00 | 300.00 | .0 |
| 02-25-5015-00 | PART-TIME SALARIES | .00 | 83.67 | 3,700.00 | 3,616.33 | 2.3 |
| 02-25-5020-00 | JANITORIAL SALARIES | 216.66 | 433.33 | 2,700.00 | 2,266.67 | 16.1 |
| 02-25-5025-00 | MANAGER | 1,848.00 | 3,696.00 | 24,300.00 | 20,604.00 | 15.2 |
| 02-25-5050-00 | PAYROLL TAXES | 327.74 | 661.86 | 5,100.00 | 4,438.14 | 13.0 |
| 02-25-5060-00 | RETIREMENT FUND | 357.57 | 715.12 | 5,500.00 | 4,784.88 | 13.0 |
| 02-25-5065-00 | HEALTH INSURANCE | 1,087.67 | 2,175.34 | 16,000.00 | 13,824.66 | 13.6 |
| 02-25-5070-00 | WORKMEN'S COMPENSATION | 55.21 | 109.44 | 500.00 | 390.56 | 21.9 |
| 02-25-6010-00 | UTILITIES | 483.62 | 483.62 | 3,500.00 | 3,016.38 | 13.8 |
| 02-25-6505-00 | OFFICE EXPENSE | 928.32 | 1,082.09 | 5,800.00 | 4,717.91 | 18.7 |
| 02-25-6506-00 | UTILITY BILL MAILING | 303.78 | 605.30 | 3,600.00 | 2,994.70 | 16.8 |
| 02-25-6510-00 | TELEPHONE | 150.75 | 150.75 | 1,800.00 | 1,649.25 | 8.4 |
| 02-25-6511-00 | TRAINING & MEETINGS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-6513-00 | PUBLISHING | 21.60 | 21.60 | 1,000.00 | 978.40 | 2.2 |
| 02-25-6515-00 | DUES AND SUBSCRIPTIONS | 1,976.74 | 1,976.74 | 2,200.00 | 223.26 | 89.9 |
| 02-25-6518-00 | CLEANING SUPPLIES | 117.00 | 117.00 | 800.00 | 683.00 | 14.6 |
| 02-25-6520-00 | MILEAGE & EXPENSES | .00 | .00 | 500.00 | 500.00 | .0 |
| 02-25-6522-00 | INSURANCE & BONDS | 1,500.00 | 1,500.00 | 6,200.00 | 4,700.00 | 24.2 |
| 02-25-6544-02 | CAPITAL OUTLAY - COMP. SOFT | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 02-25-6544-04 | COMPUTER | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-6544-07 | MISCELLANEOUS OFFICE | .00 | .00 | 200.00 | 200.00 | .0 |
| 02-25-7020-00 | REPAIR & MAINT. | 79.39 | 79.39 | 1,000.00 | 920.61 | 7.9 |
| 02-25-8010-00 | AUDIT | 1,875.00 | 1,875.00 | 5,700.00 | 3,825.00 | 32.9 |
| 02-25-8011-00 | PROF. SERV.-WATER ADJUDICATION | 15,606.07 | 15,606.07 | 17,000.00 | 1,393.93 | 91.8 |
| 02-25-8012-00 | COMP. PROFESSIONAL SERVICES | 262.37 | 384.81 | 7,500.00 | 7,115.19 | 5.1 |
| 02-25-8014-00 | LEGAL | 620.00 | 620.00 | 8,000.00 | 7,380.00 | 7.8 |
| 02-25-8016-00 | SALARY STUDY FEES | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 02-25-8017-00 | PROFESSIONAL SERVICES | 150.00 | 150.00 | 40,000.00 | 39,850.00 | .4 |
| 02-25-9028-00 | COMMUNICATIONS | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 02-25-9460-00 | 98 BONDS | .00 | 1,407,335.56 | 1,408,000.00 | 664.44 | 100.0 |
| 02-25-9460-01 | INTEREST 1998 BONDS | .00 | 7,200.00 | 7,200.00 | .00 | 100.0 |
| | TOTAL ADMINISTRATION | 30,538.55 | 1,452,204.81 | 1,626,800.00 | 174,595.19 | 89.3 |

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

WATER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | OPERATIONS - WATER FUND | | | | | |
| 02-70-5010-00 | SALARIES | 12,289.28 | 24,930.93 | 196,500.00 | 171,569.07 | 12.7 |
| 02-70-5010-03 | OVERTIME | 460.84 | 1,071.70 | 10,000.00 | 8,928.30 | 10.7 |
| 02-70-5015-00 | PART TIME SALARIES | .00 | .00 | 2,600.00 | 2,600.00 | .0 |
| 02-70-5050-00 | PAYROLL TAXES | 952.53 | 1,943.56 | 16,000.00 | 14,056.44 | 12.2 |
| 02-70-5060-00 | RETIREMENT FUND | 596.21 | 1,226.82 | 11,000.00 | 9,773.18 | 11.2 |
| 02-70-5065-00 | HEALTH INSURANCE | 3,429.44 | 6,859.25 | 54,500.00 | 47,640.75 | 12.6 |
| 02-70-5070-00 | WORKMEN'S COMPENSATION | 813.40 | 1,626.80 | 7,500.00 | 5,873.20 | 21.7 |
| 02-70-6010-00 | UTILITIES | 13,752.85 | 13,752.85 | 165,000.00 | 151,247.15 | 8.3 |
| 02-70-6510-00 | TELEPHONE | 618.45 | 676.07 | 6,500.00 | 5,823.93 | 10.4 |
| 02-70-6511-00 | TRAINING | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 02-70-6518-00 | CLEANING SUPPLIES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 02-70-6522-00 | INSURANCE | 5,980.50 | 5,980.50 | 26,000.00 | 20,019.50 | 23.0 |
| 02-70-6524-00 | GAS AND OIL | 469.69 | 469.69 | 14,500.00 | 14,030.31 | 3.2 |
| 02-70-6526-00 | OPERATING SUPPLIES | 3,461.18 | 3,943.26 | 130,000.00 | 126,056.74 | 3.0 |
| 02-70-6527-00 | SUPPLIES-SAFETY EQPT. | .00 | .00 | 3,400.00 | 3,400.00 | .0 |
| 02-70-6544-01 | METER UPGRADE | 8,512.00 | 22,654.34 | 95,000.00 | 72,345.66 | 23.9 |
| 02-70-6544-02 | TOOLS | .00 | .00 | 4,700.00 | 4,700.00 | .0 |
| 02-70-6544-07 | TESTING EQUIPMENT | .00 | .00 | 4,000.00 | 4,000.00 | .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 | 115,000.00 | 115,000.00 | .0 |
| 02-70-6544-22 | WATERLINE REPLACEMENT | .00 | .00 | 40,000.00 | 40,000.00 | .0 |
| 02-70-6544-29 | INSTRUMENTATION UPGRADES | .00 | .00 | 32,500.00 | 32,500.00 | .0 |
| 02-70-6544-32 | EMERGENCY WATER INTERCONNECT | .00 | .00 | 150,000.00 | 150,000.00 | .0 |
| 02-70-6544-36 | FIRE HYDRANT REPAIRS | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 02-70-6544-38 | LONE TREE REPLACE PUMP/MOTORS | .00 | .00 | 55,000.00 | 55,000.00 | .0 |
| 02-70-7015-00 | R&M WATERLINES | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 02-70-7020-00 | REPAIRS & MAINTENANCE | 303.50 | 303.50 | 80,000.00 | 79,696.50 | .4 |
| 02-70-7022-00 | VEHICLE REPAIRS | 240.15 | 785.46 | 4,000.00 | 3,214.54 | 19.6 |
| 02-70-7035-00 | WATER ASSESMENT | 68,072.48 | 68,072.48 | 96,000.00 | 27,927.52 | 70.9 |
| 02-70-7090-00 | INSURANCE DEDUCTIBLES | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 02-70-8012-00 | PROFESSIONAL SERVICES | 1,577.65 | 1,731.23 | 62,000.00 | 60,268.77 | 2.8 |
| | TOTAL OPERATIONS - WATER FUND | 121,530.15 | 156,028.44 | 1,441,700.00 | 1,285,671.56 | 10.8 |
| | TRANSFERS OUT | | | | | |
| 02-80-7051-00 | TRANSFER TO OTHER FUNDS | .00 | .00 | 90,000.00 | 90,000.00 | .0 |
| | TOTAL TRANSFERS OUT | .00 | .00 | 90,000.00 | 90,000.00 | .0 |
| | TOTAL FUND EXPENDITURES | 152,068.70 | 1,608,233.25 | 3,158,500.00 | 1,550,266.75 | 50.9 |
| | NET REVENUE OVER EXPENDITURES | 266,243.69 | ( 988,977.24 ) | ( 1,166,200.00 ) | ( 177,222.76 ) | ( 84.8 ) |

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 03-00-4310-00 | SEWER CHARGES | 125,623.81 | 248,531.98 | 1,230,000.00 | 981,468.02 | 20.2 |
| 03-00-4320-00 | SEWER TAP FEES | 104,400.00 | 117,600.00 | .00 | ( 117,600.00 ) | .0 |
| 03-00-4330-00 | MISCELLANEOUS | 4,000.00 | 5,900.00 | 7,500.00 | 1,600.00 | 78.7 |
| 03-00-4610-00 | EARNINGS ON INVESTMENTS | 988.48 | 6,799.99 | 30,000.00 | 23,200.01 | 22.7 |
| | TOTAL SOURCE 00 | 235,012.29 | 378,831.97 | 1,267,500.00 | 888,668.03 | 29.9 |
| | TOTAL FUND REVENUE | 235,012.29 | 378,831.97 | 1,267,500.00 | 888,668.03 | 29.9 |

CITY OF JOHNSTOWN

EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | PERSONNEL | | | | | |
| 03-25-5010-00 | SALARIES | 4,245.04 | 8,490.09 | 57,400.00 | 48,909.91 | 14.8 |
| 03-25-5010-03 | OVERTIME | .00 | .00 | 500.00 | 500.00 | .0 |
| 03-25-5015-00 | PART-TIME SALARIES | .00 | 83.67 | 3,700.00 | 3,616.33 | 2.3 |
| 03-25-5020-00 | JANITORIAL SALARIES | 216.67 | 433.33 | 2,600.00 | 2,166.67 | 16.7 |
| 03-25-5025-00 | MANAGER SALARIES | 3,587.30 | 7,174.60 | 47,800.00 | 40,625.40 | 15.0 |
| 03-25-5050-00 | PAYROLL TAXES | 580.73 | 1,167.87 | 8,400.00 | 7,232.13 | 13.9 |
| 03-25-5060-00 | RETIREMENT FUND | 620.28 | 1,240.56 | 8,100.00 | 6,859.44 | 15.3 |
| 03-25-5065-00 | HEALTH INSURANCE | 1,939.77 | 3,879.54 | 29,000.00 | 25,120.46 | 13.4 |
| 03-25-5070-00 | WORKMEN'S COMPENSATION | 55.21 | 109.44 | 400.00 | 290.56 | 27.4 |
| 03-25-6010-00 | UTILITIES - TOWN HALL | 520.36 | 520.36 | 4,200.00 | 3,679.64 | 12.4 |
| 03-25-6505-00 | OFFICE EXPENSES | 857.43 | 1,011.20 | 4,200.00 | 3,188.80 | 24.1 |
| 03-25-6506-00 | UTILITY BILL MAILING | 303.78 | 605.30 | 3,500.00 | 2,894.70 | 17.3 |
| 03-25-6510-00 | TELEPHONE | 133.57 | 133.57 | 1,900.00 | 1,766.43 | 7.0 |
| 03-25-6511-00 | TRAINING & MEETINGS | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 03-25-6515-00 | DUES & SUBSCRIPTIONS | 14.73 | 14.73 | 500.00 | 485.27 | 3.0 |
| 03-25-6518-00 | CLEANING SUPPLIES | 117.00 | 117.00 | 900.00 | 783.00 | 13.0 |
| 03-25-6520-00 | MILEAGE & EXPENSES | .00 | .00 | 800.00 | 800.00 | .0 |
| 03-25-6522-00 | INSURANCE & BONDS | 1,500.00 | 1,500.00 | 7,400.00 | 5,900.00 | 20.3 |
| 03-25-6544-02 | COMPUTER SOFTWARE | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 03-25-6544-04 | CAPITAL OUTLAY - COMPUTER | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 03-25-6544-07 | MISCELLANEOUS OFFICE | .00 | .00 | 400.00 | 400.00 | .0 |
| 03-25-7020-00 | REPAIR & MAINTENANCE | 79.39 | 79.39 | 1,100.00 | 1,020.61 | 7.2 |
| 03-25-8010-00 | AUDIT | 1,875.00 | 1,875.00 | 7,000.00 | 5,125.00 | 26.8 |
| 03-25-8012-00 | PROFESSIONAL SERVICES | 262.37 | 384.81 | 6,500.00 | 6,115.19 | 5.9 |
| 03-25-8014-00 | LEGAL | 2,723.00 | 6,962.00 | 30,000.00 | 23,038.00 | 23.2 |
| 03-25-8016-00 | SALARY STUDY | .00 | .00 | 800.00 | 800.00 | .0 |
| 03-25-8017-00 | PROFESSIONAL SERVICES - ENG. | 10,081.83 | 10,081.83 | 65,000.00 | 54,918.17 | 15.5 |
| | TOTAL PERSONNEL | 29,713.46 | 45,864.29 | 300,300.00 | 254,435.71 | 15.3 |

CITY OF JOHNSTOWN

EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

SEWER FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | OPERATIONS - SEWER FUND | | | | | |
| 03-70-5010-00 | SALARIES | 15,020.26 | 30,471.15 | 228,700.00 | 198,228.85 | 13.3 |
| 03-70-5010-03 | OVERTIME PAY | 563.28 | 1,309.88 | 10,000.00 | 8,690.12 | 13.1 |
| 03-70-5050-00 | PAYROLL TAXES | 1,164.26 | 2,375.44 | 18,300.00 | 15,924.56 | 13.0 |
| 03-70-5060-00 | RETIREMENT FUND | 728.71 | 1,499.49 | 13,700.00 | 12,200.51 | 11.0 |
| 03-70-5065-00 | HEALTH INSURANCE | 4,191.47 | 8,383.44 | 65,300.00 | 56,916.56 | 12.8 |
| 03-70-5070-00 | WORKMEN'S COMPENSATION | 894.74 | 1,789.48 | 6,000.00 | 4,210.52 | 29.8 |
| 03-70-6010-00 | UTILITIES | 25,173.44 | 27,703.14 | 200,000.00 | 172,296.86 | 13.9 |
| 03-70-6510-00 | TELEPHONE | 391.01 | 448.62 | 5,200.00 | 4,751.38 | 8.6 |
| 03-70-6511-00 | TRAINING | 800.00 | 800.00 | 2,000.00 | 1,200.00 | 40.0 |
| 03-70-6518-00 | CLEANING SUPPLIES | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 03-70-6522-00 | INSURANCE | 6,630.50 | 6,630.50 | 26,600.00 | 19,969.50 | 24.9 |
| 03-70-6524-00 | GAS AND OIL | 469.69 | 469.69 | 14,500.00 | 14,030.31 | 3.2 |
| 03-70-6526-00 | OPERATING SUPPLIES | 11,594.13 | 11,594.13 | 98,000.00 | 86,405.87 | 11.8 |
| 03-70-6527-00 | SUPPLIES-SAFETY EQPT. | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 03-70-6544-02 | TOOLS | .00 | .00 | 3,500.00 | 3,500.00 | .0 |
| 03-70-6544-03 | VEHICLE | .00 | .00 | 18,500.00 | 18,500.00 | .0 |
| 03-70-6544-04 | MANHOLE INSTALLATION | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 03-70-6544-10 | SEWERLINE REPLACEMENT | .00 | .00 | 30,000.00 | 30,000.00 | .0 |
| 03-70-6544-16 | INSTRUMENTATION UPGRADES | .00 | .00 | 30,000.00 | 30,000.00 | .0 |
| 03-70-6544-22 | WASTEWATER EXPANSION PROJECT | 167,765.25 | 280,915.00 | 982,000.00 | 701,085.00 | 28.6 |
| 03-70-7015-00 | REPAIRS AND MAINTENANCE | .00 | 424.14 | 80,000.00 | 79,575.86 | .5 |
| 03-70-7020-00 | R & M MAINS | 1,011.24 | 1,011.24 | 20,000.00 | 18,988.76 | 5.1 |
| 03-70-7022-00 | VEHICLE REPAIRS | 204.17 | 734.83 | 3,700.00 | 2,965.17 | 19.9 |
| 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 | 30,000.00 | 30,000.00 | .0 |
| 03-70-7090-00 | INSURANCE DEDUCTIBLES | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 03-70-8012-00 | PROFESSIONAL SERVICES | 50.07 | 50.07 | 26,000.00 | 25,949.93 | .2 |
| | TOTAL OPERATIONS - SEWER FUND | 236,652.22 | 376,610.24 | 1,932,700.00 | 1,556,089.76 | 19.5 |
| | TOTAL FUND EXPENDITURES | 266,365.68 | 422,474.53 | 2,233,000.00 | 1,810,525.47 | 18.9 |
| | NET REVENUE OVER EXPENDITURES | ( 31,353.39 ) | ( 43,642.56 ) | ( 965,500.00 ) | ( 921,857.44 ) | ( 4.5 ) |

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

CONSERVATION TRUST

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 05-00-4070-00 | COLORADO LOTTERY | 8,596.75 | 8,596.75 | 50,000.00 | 41,403.25 | 17.2 |
| 05-00-4110-00 | PARK FEES | 20,000.00 | 29,000.00 | 62,500.00 | 33,500.00 | 46.4 |
| 05-00-4130-00 | LARIMER COUNTY USE TAX | 1,178.67 | 12,141.84 | 45,000.00 | 32,858.16 | 27.0 |
| 05-00-4330-00 | OTHER | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 05-00-4610-00 | CT-EARNINGS ON INVEST. | 105.89 | 191.80 | 5,000.00 | 4,808.20 | 3.8 |
| | TOTAL SOURCE 00 | 29,881.31 | 49,930.39 | 163,500.00 | 113,569.61 | 30.5 |
| | TOTAL FUND REVENUE | 29,881.31 | 49,930.39 | 163,500.00 | 113,569.61 | 30.5 |

CONSERVATION TRUST

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 70 | | | | | |
| 05-70-6533-00 | TREE TRIMMING | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 05-70-6544-00 | PARK EQPT. & IMPROVEMENTS | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 05-70-6544-01 | CAPITAL - TREES | .00 | .00 | 7,000.00 | 7,000.00 | .0 |
| 05-70-6544-04 | LAWN MOWER | .00 | .00 | 22,000.00 | 22,000.00 | .0 |
| 05-70-6545-00 | EDDIE ARAGON PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-6546-00 | SUNRISE PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-6547-00 | PARISH PARK | .00 | .00 | 110,000.00 | 110,000.00 | .0 |
| 05-70-6548-00 | HAYS PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-6549-00 | PIONEER RIDGE PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-6550-00 | ROLLING HILLS RANCH PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-6551-00 | JOHNSTOWN LAKE PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-6553-00 | CLEARVIEW PARK | .00 | .00 | 2,500.00 | 2,500.00 | .0 |
| 05-70-7020-00 | REPAIR & MAINT. | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 05-70-8012-00 | PROFESSIONAL SERVICES | .00 | .00 | 300.00 | 300.00 | .0 |
| | TOTAL DEPARTMENT 70 | .00 | .00 | 165,800.00 | 165,800.00 | .0 |
| | DEPARTMENT 80 | | | | | |
| 05-80-7020-00 | SCHOOL/PARK SITE REIMB. | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| | TOTAL DEPARTMENT 80 | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| | TOTAL FUND EXPENDITURES | .00 | .00 | 180,800.00 | 180,800.00 | .0 |
| | NET REVENUE OVER EXPENDITURES | 29,881.31 | 49,930.39 | ( 17,300.00 ) | ( 67,230.39 ) | 288.6 |

CITY OF JOHNSTOWN

REVENUES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

CONTINGENT FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 06-00-4110-00 | TRANSFER FROM GENERAL FUND | .00 | .00 | 225,000.00 | 225,000.00 | .0 |
| 06-00-4330-00 | OTHER | 930.54 | 21,007.71 | .00 | ( 21,007.71 ) | .0 |
| 06-00-4610-00 | CF-EARNINGS ON INVESTMENTS | 65.55 | 129.29 | 900.00 | 770.71 | 14.4 |
| | TOTAL SOURCE 00 | 996.09 | 21,137.00 | 225,900.00 | 204,763.00 | 9.4 |
| | TOTAL FUND REVENUE | 996.09 | 21,137.00 | 225,900.00 | 204,763.00 | 9.4 |

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

CONTINGENT FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 70 | | | | | |
| 06-70-6544-00 | TRANSFER TO BANK FUND | 1,242.99 | 1,437.99 | 929,700.00 | 928,262.01 | .2 |
| | TOTAL DEPARTMENT 70 | 1,242.99 | 1,437.99 | 929,700.00 | 928,262.01 | .2 |
| | TOTAL FUND EXPENDITURES | 1,242.99 | 1,437.99 | 929,700.00 | 928,262.01 | .2 |
| | NET REVENUE OVER EXPENDITURES | ( 246.90 ) | 19,699.01 | ( 703,800.00 ) | ( 723,499.01 ) | 2.8 |

CEMETERY FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 07-00-4310-00 | CEMETERY LOTS AND CARE | .00 | 207.00 | 2,800.00 | 2,593.00 | 7.4 |
| 07-00-4610-00 | CP-EARNINGS ON INVESTMENTS | 5.98 | 12.63 | 200.00 | 187.37 | 6.3 |
| | TOTAL SOURCE 00 | 5.98 | 219.63 | 3,000.00 | 2,780.37 | 7.3 |
| | TOTAL FUND REVENUE | 5.98 | 219.63 | 3,000.00 | 2,780.37 | 7.3 |
| | NET REVENUE OVER EXPENDITURES | 5.98 | 219.63 | 3,000.00 | 2,780.37 | 7.3 |

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

EQUIPMENT REPLACEMENT FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 09-00-4110-00 | TRANSFER FROM GENERAL FUND | .00 | .00 | 375,000.00 | 375,000.00 | .0 |
| 09-00-4330-00 | MISCELLANEOUS REVENUE | .00 | 16,260.75 | .00 | ( 16,260.75 ) | .0 |
| 09-00-4610-00 | EARNINGS ON INVESTMENTS | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| | TOTAL SOURCE 00 | .00 | 16,260.75 | 378,000.00 | 361,739.25 | 4.3 |
| | TOTAL FUND REVENUE | .00 | 16,260.75 | 378,000.00 | 361,739.25 | 4.3 |

EQUIPMENT REPLACEMENT FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 70 | | | | | |
| 09-70-6544-02 | EQUIPMENT PURCHASE | .00 | .00 | 12,000.00 | 12,000.00 | .0 |
| 09-70-6544-03 | GRADER ROLL OVER | .00 | .00 | 18,000.00 | 18,000.00 | .0 |
| 09-70-6544-04 | POLICE VEHICLE | .00 | .00 | 84,000.00 | 84,000.00 | .0 |
| | TOTAL DEPARTMENT 70 | .00 | .00 | 114,000.00 | 114,000.00 | .0 |
| | TOTAL FUND EXPENDITURES | .00 | .00 | 114,000.00 | 114,000.00 | .0 |
| | NET REVENUE OVER EXPENDITURES | .00 | 16,260.75 | 264,000.00 | 247,739.25 | 6.2 |

DRAINAGE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 11-00-4110-00 | DRAINAGE FEES | 28,962.50 | 57,797.50 | 300,000.00 | 242,202.50 | 19.3 |
| 11-00-4610-00 | EARNINGS ON INVESTMENTS | 125.34 | 874.42 | 8,000.00 | 7,125.58 | 10.9 |
| | TOTAL SOURCE 00 | 29,087.84 | 58,671.92 | 308,000.00 | 249,328.08 | 19.1 |
| | TOTAL FUND REVENUE | 29,087.84 | 58,671.92 | 308,000.00 | 249,328.08 | 19.1 |

DRAINAGE FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | ADMINISTRATION | | | | | |
| 11-25-5010-00 | CLERICAL SALARIES | 1,344.69 | 2,689.38 | 17,500.00 | 14,810.62 | 15.4 |
| 11-25-5010-03 | OVERTIME | .00 | .00 | 100.00 | 100.00 | .0 |
| 11-25-5011-00 | PART TIME OFFICE | .00 | 83.67 | 3,700.00 | 3,616.33 | 2.3 |
| 11-25-5025-00 | MANAGER | 1,848.02 | 3,696.04 | 24,400.00 | 20,703.96 | 15.2 |
| 11-25-5050-00 | PAYROLL TAXES | 235.40 | 477.20 | 3,600.00 | 3,122.80 | 13.3 |
| 11-25-5060-00 | RETIREMENT FUND | 227.62 | 455.25 | 3,300.00 | 2,844.75 | 13.8 |
| 11-25-5065-00 | HEALTH INSURANCE | 848.38 | 1,696.76 | 12,100.00 | 10,403.24 | 14.0 |
| 11-25-5070-00 | WORKMAN'S COMPENSATION | .00 | .00 | 400.00 | 400.00 | .0 |
| 11-25-6010-00 | UTILITIES | .00 | .00 | 1,800.00 | 1,800.00 | .0 |
| 11-25-6505-00 | OFFICE SUPPLIES | 325.17 | 425.17 | 1,000.00 | 574.83 | 42.5 |
| 11-25-6506-00 | UTILITY BILL MAILING | 303.75 | 605.28 | 3,700.00 | 3,094.72 | 16.4 |
| 11-25-6510-00 | TELEPHONE | .00 | .00 | 700.00 | 700.00 | .0 |
| 11-25-6522-00 | INSURANCE AND BONDS | 575.00 | 575.00 | 2,300.00 | 1,725.00 | 25.0 |
| 11-25-6544-04 | COMPUTER SOFTWARE | .00 | .00 | 6,000.00 | 6,000.00 | .0 |
| 11-25-6544-05 | COMPUTER | .00 | .00 | 500.00 | 500.00 | .0 |
| 11-25-7020-00 | MAINTENANCE AND REPAIRS | .00 | .00 | 500.00 | 500.00 | .0 |
| 11-25-8010-00 | AUDIT | 1,875.00 | 1,875.00 | 2,200.00 | 325.00 | 85.2 |
| 11-25-8012-00 | COMPUTER PROF. SERVICES | 262.37 | 364.74 | 3,000.00 | 2,635.26 | 12.2 |
| 11-25-8014-00 | LEGAL | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 11-25-8017-00 | PROFESSIONAL SERVICES | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| | TOTAL ADMINISTRATION | 7,845.40 | 12,943.49 | 90,300.00 | 77,356.51 | 14.3 |
| | OPERATIONS | | | | | |
| 11-70-5010-00 | SALARIES | 1,477.76 | 3,090.77 | 47,400.00 | 44,309.23 | 6.5 |
| 11-70-5010-03 | OVERTIME | 330.61 | 563.54 | 500.00 | ( 63.54 ) | 112.7 |
| 11-70-5050-00 | PAYROLL TAXES | 131.91 | 266.69 | 4,000.00 | 3,733.31 | 6.7 |
| 11-70-5060-00 | RETIREMENT FUND | 76.59 | 154.77 | 3,700.00 | 3,545.23 | 4.2 |
| 11-70-5065-00 | HEALTH INSURANCE | 586.56 | 1,173.12 | 14,200.00 | 13,026.88 | 8.3 |
| 11-70-5070-00 | WORKMEN'S COMPENSATION | .00 | .00 | 1,200.00 | 1,200.00 | .0 |
| 11-70-6510-00 | TELEPHONE | .00 | .00 | 800.00 | 800.00 | .0 |
| 11-70-6511-00 | TRAINING | .00 | .00 | 500.00 | 500.00 | .0 |
| 11-70-6522-00 | INSURANCE | 1,100.00 | 1,100.00 | 4,400.00 | 3,300.00 | 25.0 |
| 11-70-6524-00 | GAS & OIL | 571.84 | 571.84 | 2,100.00 | 1,528.16 | 27.2 |
| 11-70-6526-00 | OPERATING SUPPLIES | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 11-70-6544-06 | INFRASTRUCTURE REPAIR | .00 | .00 | 20,000.00 | 20,000.00 | .0 |
| 11-70-7020-00 | REPAIR & MAINTENANCE | .00 | .00 | 4,000.00 | 4,000.00 | .0 |
| 11-70-7022-00 | VEHICLE REPAIRS | .00 | .00 | 700.00 | 700.00 | .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 | 30,000.00 | 30,000.00 | .0 |
| 11-70-9010-00 | CONSTRUCTION | .00 | .00 | 82,500.00 | 82,500.00 | .0 |
| 11-70-9450-00 | INTEREST PAYMENT | .00 | 353,800.00 | 353,800.00 | .00 | 100.0 |
| | TOTAL OPERATIONS | 4,275.27 | 360,720.73 | 590,800.00 | 230,079.27 | 61.1 |
| | TOTAL FUND EXPENDITURES | 12,120.67 | 373,664.22 | 681,100.00 | 307,435.78 | 54.9 |

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

DRAINAGE FUND

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|
| NET REVENUE OVER EXPENDITURES | 16,967.17 | ( 314,992.30 ) | ( 373,100.00 ) | ( 58,107.70 ) | ( 84.4 ) |

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

PAVING FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 12-00-4110-00 | PAVING FEES | .00 | 149.00 | .00 | ( 149.00 ) | .0 |
| | TOTAL SOURCE 00 | .00 | 149.00 | .00 | ( 149.00 ) | .0 |
| | TOTAL FUND REVENUE | .00 | 149.00 | .00 | ( 149.00 ) | .0 |

PAVING FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 80 | | | | | |
| 12-80-7050-00 | TRANSFER CAPITAL PROJECTS FUND | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| | TOTAL DEPARTMENT 80 | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| | TOTAL FUND EXPENDITURES | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| | NET REVENUE OVER EXPENDITURES | .00 | 149.00 | ( 3,800.00 ) | ( 3,949.00 ) | 3.9 |

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

LIBRARY

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 00 | | | | | |
| 14-00-5010-00 | LIBRARY- SALARIES | 17,996.97 | 35,872.53 | 300,000.00 | 264,127.47 | 12.0 |
| 14-00-5050-00 | LIBRARY-PAYROLL TAXES | 1,351.10 | 2,692.90 | 24,400.00 | 21,707.10 | 11.0 |
| 14-00-5065-00 | HEALTH INS. | 1,602.27 | 3,204.54 | 25,000.00 | 21,795.46 | 12.8 |
| 14-00-5070-00 | WORKMENS COMPENSATION | 162.67 | 325.34 | 600.00 | 274.66 | 54.2 |
| | TOTAL DEPARTMENT 00 | 21,113.01 | 42,095.31 | 350,000.00 | 307,904.69 | 12.0 |
| | TOTAL FUND EXPENDITURES | 21,113.01 | 42,095.31 | 350,000.00 | 307,904.69 | 12.0 |
| | NET REVENUE OVER EXPENDITURES | ( 21,113.01 ) | ( 42,095.31 ) | ( 350,000.00 ) | ( 307,904.69 ) | ( 12.0 ) |

CITY OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

CAPITAL PROJECTS FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 15-00-4060-00 | USE TAX | 250,436.24 | 426,168.96 | 850,000.00 | 423,831.04 | 50.1 |
| 15-00-4610-00 | EARNINGS ON INVESTMENTS | 1,099.74 | 7,667.02 | 50,000.00 | 42,332.98 | 15.3 |
| 15-00-4720-00 | FROM WATER FUND | .00 | .00 | 45,000.00 | 45,000.00 | .0 |
| 15-00-4810-00 | TRANSFER FROM PAVING FUND | .00 | .00 | 3,800.00 | 3,800.00 | .0 |
| | TOTAL SOURCE 00 | 251,535.98 | 433,835.98 | 948,800.00 | 514,964.02 | 45.7 |
| | TOTAL FUND REVENUE | 251,535.98 | 433,835.98 | 948,800.00 | 514,964.02 | 45.7 |

CAPITAL PROJECTS FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 70 | | | | | |
| 15-70-6544-13 | DOWNTOWN CONSTRUCTION | .00 | .00 | 1,000,000.00 | 1,000,000.00 | .0 |
| 15-70-7015-00 | ANNUAL OVERLAY | .00 | .00 | 250,000.00 | 250,000.00 | .0 |
| 15-70-7020-00 | STREET REPAIR & MAINT. | .00 | .00 | 150,000.00 | 150,000.00 | .0 |
| 15-70-7022-00 | ALLEY IMPROVEMENTS | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 15-70-7035-00 | COMMUNITY CENTER IMPROVEMENTS | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 15-70-7045-00 | STREETLIGHTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7047-00 | SIGNS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7065-00 | SIDEWALK/CURB REPL. | .00 | .00 | 30,000.00 | 30,000.00 | .0 |
| 15-70-7085-00 | SHOP IMPROVEMENTS | .00 | .00 | 5,000.00 | 5,000.00 | .0 |
| 15-70-7088-00 | EMERGENCY WARNING SIREN | .00 | .00 | 35,000.00 | 35,000.00 | .0 |
| 15-70-7130-00 | BICYCLE/PEDESTRIAN ACCESS IMP. | .00 | .00 | 10,000.00 | 10,000.00 | .0 |
| 15-70-7140-00 | TRAIL/SIDEWALK CONNECTIONS | .00 | .00 | 80,000.00 | 80,000.00 | .0 |
| 15-70-7142-00 | BOOSTER PUMP/PIONEER RIDGE | .00 | .00 | 31,000.00 | 31,000.00 | .0 |
| 15-70-7143-00 | POLICE DEPARTMENT - FENCE | .00 | .00 | 65,000.00 | 65,000.00 | .0 |
| | TOTAL DEPARTMENT 70 | .00 | .00 | 1,678,000.00 | 1,678,000.00 | .0 |
| | DEPARTMENT 80 | | | | | |
| 15-80-7060-00 | REBATE | 29,131.26 | 29,131.26 | 100,000.00 | 70,868.74 | 29.1 |
| | TOTAL DEPARTMENT 80 | 29,131.26 | 29,131.26 | 100,000.00 | 70,868.74 | 29.1 |
| | TOTAL FUND EXPENDITURES | 29,131.26 | 29,131.26 | 1,778,000.00 | 1,748,868.74 | 1.6 |
| | NET REVENUE OVER EXPENDITURES | 222,404.72 | 404,704.72 | ( 829,200.00 ) | ( 1,233,904.72 ) | 48.8 |

CITY OF JOHNSTOWN

REVENUES WITH COMPARISON TO BUDGET

FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

JOHNSON'S CORNER IMP. FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 16-00-4070-00 | FROM SALES TAX | 7,783.13 | 15,292.13 | 89,000.00 | 73,707.87 | 17.2 |
| 16-00-4610-00 | EARNINGS ON INVESTMENTS | .00 | .00 | 10.00 | 10.00 | .0 |
| | TOTAL SOURCE 00 | 7,783.13 | 15,292.13 | 89,010.00 | 73,717.87 | 17.2 |
| | TOTAL FUND REVENUE | 7,783.13 | 15,292.13 | 89,010.00 | 73,717.87 | 17.2 |

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

JOHNSON'S CORNER IMP. FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 70 | | | | | |
| 16-70-7010-00 | CONSTRUCTION | .00 | .00 | 98,010.00 | 98,010.00 | .0 |
| 16-70-7090-00 | TOWN OF JOHNSTOWN | 770.00 | 770.00 | .00 | ( 770.00 ) | .0 |
| | TOTAL DEPARTMENT 70 | 770.00 | 770.00 | 98,010.00 | 97,240.00 | .8 |
| | TOTAL FUND EXPENDITURES | 770.00 | 770.00 | 98,010.00 | 97,240.00 | .8 |
| | NET REVENUE OVER EXPENDITURES | 7,013.13 | 14,522.13 | ( 9,000.00 ) | ( 23,522.13 ) | 161.4 |

IMPACT FEES

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEARNED | PCNT |
|---|---|---|---|---|---|---|
| | SOURCE 00 | | | | | |
| 17-00-4610-00 | EARNINGS ON INVESTMENTS | 909.00 | 4,109.93 | 40,000.00 | 35,890.07 | 10.3 |
| | TOTAL SOURCE 00 | 909.00 | 4,109.93 | 40,000.00 | 35,890.07 | 10.3 |
| | SOURCE 01 | | | | | |
| 17-01-4110-01 | TRANSPORATION FAC. DEV. FEE | 73,800.44 | 131,453.01 | 229,000.00 | 97,546.99 | 57.4 |
| 17-01-4110-02 | POLICE FACILTIES DEV. FEE | 17,145.74 | 26,442.35 | 53,000.00 | 26,557.65 | 49.9 |
| 17-01-4110-03 | PUBLIC FACILITIES DEV. FEE | 45,723.02 | 80,388.51 | 142,000.00 | 61,611.49 | 56.6 |
| 17-01-4110-04 | PARKS & OPEN SPACE DEV. FEE | 44,452.94 | 64,367.73 | 138,000.00 | 73,632.27 | 46.6 |
| 17-01-4110-05 | LIBRARY FACILITIES FEE | 8,809.40 | 12,755.92 | 27,000.00 | 14,244.08 | 47.2 |
| 17-01-4110-06 | TRAFFIC SIGNAL | 277.01 | 832.88 | 5,000.00 | 4,167.12 | 16.7 |
| | TOTAL SOURCE 01 | 190,208.55 | 316,240.40 | 594,000.00 | 277,759.60 | 53.2 |
| | SOURCE 70 | | | | | |
| 17-70-4330-00 | MISCELLANEOUS | ( 16.25 ) | ( 16.25 ) | .00 | 16.25 | .0 |
| | TOTAL SOURCE 70 | ( 16.25 ) | ( 16.25 ) | .00 | 16.25 | .0 |
| | TOTAL FUND REVENUE | 191,101.30 | 320,334.08 | 634,000.00 | 313,665.92 | 50.5 |

CITY OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2014

IMPACT FEES

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---|---|---|---|---|---|
| | DEPARTMENT 70 | | | | | |
| 17-70-6544-15 | POLICE EQUIPMENT | .00 | .00 | 8,600.00 | 8,600.00 | .0 |
| 17-70-8016-00 | PROFESSIONAL SERVICES | .00 | .00 | 110,000.00 | 110,000.00 | .0 |
| 17-70-8017-00 | PARKS & OPEN - PROFESSIONAL | .00 | .00 | 45,000.00 | 45,000.00 | .0 |
| 17-70-8018-00 | TRANSPORTATION EXPENDITURES | .00 | .00 | 955,500.00 | 955,500.00 | .0 |
| | TOTAL DEPARTMENT 70 | .00 | .00 | 1,119,100.00 | 1,119,100.00 | .0 |
| | TOTAL FUND EXPENDITURES | .00 | .00 | 1,119,100.00 | 1,119,100.00 | .0 |
| | NET REVENUE OVER EXPENDITURES | 191,101.30 | 320,334.08 | ( 485,100.00 ) | ( 805,434.08 ) | 66.0 |

# NOTES

**DATE: 03/17/14**

**AGENDA ITEM 9A**

# THOMPSON

# RIVER

# RANCH

# FILING No. 3

# (Water/Sewer Service Agreement)

# TOWN COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** March 17, 2014

**ITEM NUMBER:** 9A

**SUBJECT:** Consider Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 3

**ACTION PROPOSED:** Consider Approval of Water and Sewer Service Agreement for Thompson River Ranch, Filing No. 3

**PRESENTED BY:** Russell Anson, Town Attorney

**AGENDA ITEM DESCRIPTION:** In compliance with the Town's water rights dedication ordinance, the Developer submitted to the Town a Water and Sewer Demand Analysis on or about November 15, 2013, and it has been accepted by the Town upon a review by the Town's Water Resources Engineer. Based upon the analysis with the proposed construction of 60 residential lots with landscape irrigation, the average water demand for Filing No. 3 with 39.52± acres is calculated to be 27.66 acre feet per year.

The water requirement for this filing is 27.66 acre-feet per year. The Developer has previously dedicated to the Town 8 shares of Consolidated Home Supply Ditch and Reservoir Company, and as a result, the Developer will have a surplus credit with the Town of 36.34 acre feet.

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

**FINANCIAL ADVICE:** Upon execution of the Agreement, within ten days the Town will receive water court transfer fees in the amount of $5,500.00.

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

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 3

**For Denial**: I move to deny approval of the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 3

**Reviewed:**

**Town Manager**

# AGREEMENT

# WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ___ day of January, 2014, by and between **MREC COLORADO LAND INVESTMENTS, LLC**, a Delaware Limited Liability Company (hereinafter referred to as the "Owner") and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (hereinafter referred to as "the Town"), collectively sometimes referred to as "the Parties".

WITNESSETH:

WHEREAS, the Owner owns an interest in approximately 39.52 acres of land located in a portion of the Northeast Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., Larimer County, Colorado and Lot 2, Robbins Minor Land Division #05-S1485, Larimer County, Colorado, as described more particularly in Exhibit "A", attached hereto and incorporated herein by this reference ("the Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement between Owner and the Town dated February 3, 2014; and

WHEREAS, approximately 39.52 acres of the Subject Property are being developed as the Thompson River Ranch Filing No. 3 Project (the "Project") the location of which is more particularly described in Exhibit "B"; and

WHEREAS, the Owner and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Thompson River Ranch Filing No. 3 Project.

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

1. **Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code ("the Ordinance"), Owner has submitted to the Town a preliminary Water and Sewer Demand Analysis. Said analysis is dated November 15, 2013 and is on file with the Town and is hereby accepted by the Town. The analysis addresses all of the projected water demands for the Thompson River Ranch Project Filing 3 on the Subject Property. Said analysis indicates that the water dedication set forth in paragraph 2 will meet the estimated potable and non-potable water supply needs for the Thompson River Ranch Project Filing No. 3 Project as follows:

| Development Component | Demand (AF/YR) | Consumption (AF/YR) |
|---|---|---|
| 60 Single Family Residences (in-house only) | 19.8 | 0.99 |
| Residential Landscape Irrigation (2.2 acres) | 5.51 | 4.68 |
| Common Areas Irrigation (0.94 acres) | 2.35 | 2.0 |
| **Total** | **27.66** | **7.67** |

**2. Water Rights Dedication.** Owners previously conveyed 8 shares of Consolidated Home Supply Ditch and Reservoir Company stock to the Town of Johnstown on November 5, 2013. These shares represent 64.0 acre-feet of raw water credit of which 27.66 acre-feet are assigned to Thompson River Ranch filing 3 and 36.34 acre-feet remain available for future projects.

**3. Surplus Dedication Credit.** The use of the dedication credit of 27.66 acre feet per year will provide to Developer Raw Water Credits in excess of the water demand projected for the uses described in paragraph 1, above. The credit is calculated as follows:

| | |
|---|---|
| Remaining Surplus Credit: | 64.0 acre feet |
| LESS: | |
| Estimated demand: | 27.66 |
| **Net surplus credit:** | **36.34 acre feet** |

**4. Commitment to Serve Water and Sewer.**

Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property water service up to 27.66 acre feet per year of water supply and the corresponding sewer service.

**5. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary based on actual water usage.

**6. Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of Five thousand five-hundred dollars ($5,500.00) as payment of the Water Court Transfer Fees required by the Ordinance. This payment is only for the required dedication of 27.66 acre feet per year of estimated water demand and estimated consumptive use of 7.67 acre feet per year (55 SFE) for the Subject Property. If the actual demand for the Subject Property increases, additional fees will be required. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any Property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance. If a downward adjustment in demand for the Subject Property is agreed to in the future, the water Court Transfer Fee shall also be adjusted/credited proportionately.

Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee shall also be increased proportionately.

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

TO OWNER:

MREC Colorado Land Investments, LLC
ATTN: Chad M. Ellington
4908 Tower Road
Denver, CO 80249

WITH A COPY TO:

Berenbaum Weinshienk, P.C.
ATTN: Charles P. Leder
370 Seventeenth Street, Suite 4800
Denver, CO 80202-5698

TO THE TOWN:

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

WITH A COPY TO
THE TOWN ATTORNEYS:

R. Russell Anson
Johnstown Town Attorney
P O Box 336155
Greeley, CO 80633

Peter J. Ampe
Hill & Robbins, P.C.
1441 18th Street, Suite 100
Denver, CO 80202

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

**8. Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

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

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

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

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

**15. Choice of laws.** This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

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

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

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

*Signatures follow on separate pages*

MREC Colorado Land Investments, LLC

By: _____
Robert J. Sanderman
Executive Vice President

STATE OF COLORADO )
) ss
COUNTY OF ~~LARIMER~~ )
Denver

SUBSCRIBED AND SWORN to before me this 3rd day of ~~February~~ March, 2014 by Robert J. Sanderman of MREC Colorado Land Investments, LLC.

Witness my hand and official seal.

Karen L. Wilborn
Notary Public
4908 Tower Road
Denver, CO 80249
Address
303-486-8515
Telephone

My Commission Expires: 6/17/2016

KAREN L. WILBORN NOTARY PUBLIC STATE OF COLORADO

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Mark Romanowski, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

_____
R. Russell Anson
Johnstown Town Attorney

**EXHIBIT A**

Legal Description
Daily and Robbins Annexation:

The Northeast one-quarter of the Southeast one-quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado

And,

Lot 2, Robbins Minor Land Division #05-S1485, County of Larimer, State of Colorado

**EXHIBIT B**

Legal Description:

The Northeast one-quarter of the Southeast one-quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being additionally described as follows:

**BEGINNING** AT THE EAST QUARTER CORNER OF SAID SECTION 22, WHENCE THE SOUTH 1/16 CORNER OF SECTION 22/23 SAID SECTION 22 BEARS S00°23'16"W A DISTANCE OF 1310.59 FEET;
THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY LINES OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22:

1) S00°23'16"W A DISTANCE OF 1310.59 FEET;
2) THENCE S89°48'57"W A DISTANCE OF 1306.37 FEET;
3) THENCE N00°13'03"W A DISTANCE OF 1311.37 FEET;
4) THENCE N89°51'10"E A DISTANCE OF 1320.21 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 39.524 ACRES, MORE OR LESS

# NOTES

**DATE: 03/17/14**

**AGENDA ITEM 9B**

# DAILY

# SUBDIVISION

# PRELIMINARY PLAT

# (*Public Hearing)

# PUBLIC HEARING PROCEDURE- Daily Subdivision 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.**

   **(SUGGESTED MOTIONS):**
   **For Approval:**
   **I move to approve the Daily Subdivision Preliminary Plat (subject to the following conditions…).**
   **For Denial:**
   **I move to deny approval of the Daily Subdivision Preliminary Plat.**

# TOWN COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** March 17, 2014

**ITEM NUMBER:** 9B

**SUBJECT:** **Public Hearing**- Daily Subdivision Preliminary Plat

**ACTION PROPOSED:** Consider Approval of Preliminary Plat

**PRESENTED BY:** Mr. John Franklin, Town Planner

**AGENDA ITEM DESCRIPTION:** The applicant, Oakwood Homes has submitted a request for approval of a preliminary subdivision plat for a parcel of land located south of the existing Thompson River Ranch development. The property is generally located south of Silverwood Dr. and approximately one-half mile east of I-25. Surrounding land uses include the following: north – Thompson River Ranch residential, south – agricultural, east and west – agricultural. The property was annexed as part of the Daily and Robbins Annexation in February 2014.

The overall preliminary plat (entitled "Daily Subdivision") encompasses 135 single family lots, which range in size from 5500sf to over 18,000sf, with 44% of the lots at 5500sf and approximately 55% of the lots at 6600sf or greater. A small (<1 acre) private park/playground and landscaped, private detention ponds are proposed. The parcel slopes to the north-northeast and is currently in agriculture. The zoning for the property is Planned Unit Development-Residential (PUD-R), and the property will be subject to the Thompson River Ranch Design Guidelines. Overall, there are 489 platted residential lots in Thompson River Ranch Filing No. 1. Oakwood Homes intends to continue the type and quality and architecture that exist in the current development.

The Planning and Zoning Commission held a public hearing on January 8, 2014 and voted to recommend approval of the preliminary plat subject to conditions:

1. That all technical concerns expressed in the December 19, 2013 letter from John Franklin, Town Planner, December 12, 2013 Town Engineer comments and November 26, 2013 Town Traffic Engineer comments be resolved and/or addressed in the development agreement prior to Town Council consideration.
2. That a Water and Sewer Service Agreement prepared by the Town Water Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.
3. A Public Improvements Development Agreement, prepared by the Town Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.

A Water and Sewer Service Agreement was approved previously. A Final Plat for a portion of the Daily Preliminary Plat, entitled Thompson River Ranch Filing No. 3 and Public Improvements Development Agreement, are to be considered next, and will address the technical concerns and construction of improvements.

**LEGAL ADVICE:** N/A

**FINANCIAL ADVICE:** N/A

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

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Daily Subdivision Preliminary Plat (subject to the following condition(s)…).

**For Denial:** I move to deny approval of the Daily Subdivision Preliminary Plat.

**Reviewed:**

**Town Manager**

# PLANNING AND ZONING COMMISSION

# SUMMARY MINUTES

**SUMMARY MINUTES**
**PLANNING & ZONING COMMISSION**
**WEDNESDAY, JANUARY 8, 2014**
**COUNCIL CHAMBERS**
**450 S. PARISH AVE.**

**1. CALL TO ORDER:** *Chair Longdo opened the meeting at 7:00 p.m.*
**2. ROLL CALL:** *Present were Commissioners Terasa, Dowling. Longdo, Eady and Tepper. Absent were Commissioners Kingsolver and Montez.*
**3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None*
**4. PUBLIC HEARINGS:**

**A. Preliminary and Final Plat – Thompson River Ranch Filing No. 3 (Oakwood Homes):** *Chair Longdo opened the public hearing at 7:06 p.m. Town Planner John Franklin introduced the application and presented the staff recommendation. Layla Rosales of Terracina Design represented Oakwood Homes. Also present were Matt Delich, Delich and Associates and Rob Van Uffelen of Merrick & Company Engineers.*

*Commissioner Questions:*

- *Park is in Phase 1(Filing No. 3)?(Yes)*
- *Will third access road be developed with this filing?(No, it will be extended in the future)*

*Public Comment: No neighbors were present.*
*Chair Longdo closed the hearing at 7:20 p.m.*
*Motion by Commissioner Dowling, second by Commissioner Terasa to recommend approval with the following conditions:*
*1. That all technical concerns expressed in the December 19, 2013 letter from John Franklin, Town Planner, December 12, 2013 Town Engineer comments and November 26, 2013 Town Traffic Engineer comments be resolved and/or addressed in the development agreement prior to Town Council consideration.*
*2. That a Water and Sewer Service Agreement prepared by the Town Water Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.*
*3. A Public Improvements Development Agreement, prepared by the Town Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.*
*Unanimous.*

**5. NEW BUSINESS:**

**A. Approval of Minutes of December 11, 2013:** *Motion by Commissioner Eady, second by Commissioner Dowling to approve as presented. Unanimous.*
**B. Referrals:** *None*
**C. Adoption of Three-Mile Plan:** *Town Planner Franklin presented the item and discussed the reason for annual adoption. Motion by Commissioner Terasa, second by Dowling to recommend approval of the Town of Johnstown Three-Mile Plan. Unanimous.*

**6. STAFF REPORT:** *Town Planner Franklin discussed the following items and answered questions.*
**A. Recent Town Council Actions (Attachment)**
**B. Applications in Review (Attachment)**
**C. Project and Program Updates**
**7. COMMISSIONERS' ITEMS:** *None*
**8. ADJOURN**: *Chair Longdo adjourned the meeting at 7:55 p.m.*

---

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

# STAFF REPORT
# TO
# PLANNING AND ZONING
# COMMISSION

Town of Johnstown

**MEMORANDUM**

**TO:** **Johnstown Planning and Zoning Commission**
**FROM:** **John Franklin, AICP, Town Planner**
**DATE:** **For January 8, 2014**
**SUBJECT:** **Preliminary and Final Plat – Thompson River Ranch Filing No. 3**

**PROPERTY DATA:**

**Applicant:** Oakwood Homes
**Owner(s):** MREC Colorado Land Investments, LLC
**Location:** Larimer County, south of and adjoining Thompson River Ranch Filing No. 1, one-quarter mile east of I-25 Frontage Road.
**Property Size:** 39±acres
**Current Zoning/Land Use(s):** PUD-R*/ agriculture
**Surrounding Zoning/Land Uses:**
North: Thompson River Ranch Filing No. 3 PUD-R/single family residential
South: Larimer County F/A/agriculture
East: Larimer County F/A/agriculture
West: Larimer County F/A/agriculture

**Comprehensive Plan Designation:** Residential

**General:**
The preliminary and final subdivision plats are concurrently presented to the Planning and Zoning Commission - as provided by Municipal Code – for review and recommendation.

***Property Status:** The property (Daily Annexation) is to be considered by Town Council for annexation and PUD-R zoning on January 22, 2014.

**Summary:**

**General Description:** This is a planned extension/expansion of the Thompson River Ranch residential development.

**Existing Land Use:** The property is currently in agricultural use.

**Proposed Land Uses:** The property is proposed for 135 single family lots, which range in size from 5500sf to over 18,000sf, with 44% of the lots at 5500sf and approximately 55% of the lots at 6600sf. A small (<1 acre) private park and landscaped, private open space (detention ponds) are proposed.

**Design Guidelines:** Thompson River Ranch

## Technical Analysis

**Relationship to Town Vision and Strategic Plan:**

**Public Health and Safety Impacts:**

**Access, Traffic and Parking:** The development will have access through Thompson River Ranch Filing No. 1 and onto the I-25 Frontage Road. A secondary future access is provided for on the east side of the subdivision, although no public road is close by. The concern over access through the existing subdivision was reviewed by the Town Engineer. While the matter of additional traffic on local streets is somewhat subjective, the two streets will support the additional trips.

**Water, Sanitary Sewer and Storm Drainage:** The property is in the Low Point Wastewater Treatment Plant service area. Sanitary sewer mains will be extended from Filing 1. Water will be extended from Filing No. 1.

Storm water runoff in the area generally flows southwest to northeast. Runoff from the development will be managed through on-site detention, and released to a regional detention pond east of Filing No. 1. The property is not near any designated floodplain.

**Park and Open Space:** This Filing will utilize the larger neighborhood parks and open space in the overall Thompson River Ranch development. A small (<1 acre) private park with playground and shelter is proposed. Landscaped, private open space (detention ponds) are proposed. This development may accelerate the development of the proposed Community Center in Filing No.1

**Schools:** The property is within the Thompson School District. A school site is obligated in future Filing No. 2 within the overall Thompson River Ranch Development.

**Mineral Interests and Operations:** Owners of severed mineral interests have been notified. There are no oil/gas wells on the property.

**Architectural Design:** The homes will be subject to approval by the JRC under the Thompson River Ranch Design Guidelines. It is presumed that models will be of similar size, design and quality to the larger homes in Filing No. 1.

**Landscaping:** Landscaping shall comply with the Final PUD Development Plan and Johnstown Landscape Standards and Specifications.

**Fencing and Screening:** As provided in the Final PUD Development Plan and Design Guidelines.

**Lighting and Street Furniture:** As provided in the Final PUD Development Plan and Design Guidelines.

**Signage:** Signage shall conform the Design Guidelines and Town Sign Code.

**Phasing:** None indicated.

**Attachments:** Application, preliminary and final plats, referral comments.

**Municipal Code Review Provisions:** Subdivision is governed by Municipal Code (copy attached).

**Staff Report**

~~**Technical Findings:** The subdivision is capable of connecting to existing roads system~~ water, sanitary sewer and storm sewer which have sufficient capacity. The development is designed to be integrated into the Thompson River Ranch development, including the parks, open space and trails system. This filing will require an acceleration lane on the I-25 Frontage Road north of River Ranch Parkway.

**Staff Recommendation:** Staff recommends approval of the Thompson River Ranch Filing No. 3, with conditions:

1. That all technical concerns expressed in the December 19, 2013 letter from John Franklin, Town Planner, December12, 2013 Town Engineer comments and November 26, 2013 Town Traffic Engineer comments be resolved and/or addressed in the development agreement prior to Town Council consideration.

2. That a Water and Sewer Service Agreement prepared by the Town Water Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.

3. A Public Improvements Development Agreement, prepared by the Town Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.

**Planning Commission Action**

---

1. Approval/Recommendation:

   "I move to that the Commission recommend approval of the Preliminary and Final Plat for Thompson River Ranch Filing No. 3."

   Or,

2. Approval/Recommendation with Conditions:

   "I move that the Commission recommend approval of the Preliminary and Final Plat for Thompson River Ranch Filing No. 3 with the following condition(s):

_____,

Etc. "

Or,

3. Not approved/Recommend denial:

"I move that the Commission recommend denial of the Preliminary and Final Plat for Thompson River Ranch Filing No. 3 for the following reasons:

_____,

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 16, 2013

**Project Name:** \ Thompson River Ranch Filing 3- Daily Property

**Application is for:** **Annexation** **Zoning X** **Subdivision** □ **USR** □ **Cond. Use** □ **Other** _____

**Landowner:** MREC Colorado Land Investments, LLC

**Address:** 4908 Tower Road; Denver, CO 80249

**Telephone:** (303) 486-8500

**Authorized Representative:** Chad Ellington / Robert Sanderman

**Address:** 4908 Tower Road; Denver, CO 80249

**Telephone:** (303) 486-8567; **E-Mail:** CEllington@Oakwoodhomesco.com

**Landowner Authorization:**

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

R M Sanderman
Signature of Landowner

Signature of Landowner

STATE OF COLORADO )
)ss
COUNTY OF Denver )

The foregoing application was subscribed and sworn to before me this 19th day of September, A.D., 2013, by Robert J. Sanderman.

Witness my hand and official seal.

My commission expires: 6/17/2016

Karen L. Wilborn
Notary Public

KAREN L. WILBORN NOTARY PUBLIC STATE OF COLORADO

REV. 2-11

Terracina Design
Landscape Architecture and Planning

September 20, 2013

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

RE: Thompson River Ranch Filing 3 (Daily Property) Preliminary Plat Application

Dear Mr. Franklin:

On behalf of Oakwood Homes, Terracina Design and Westwood Consultants are pleased to submit the application for Preliminary Plat.

Thompson River Ranch Filing No. 3 (also known as the Daily Property) is a planned unit development of approximately 39.5 acres located in the northwest quarter of section 22, south of Thompson River Ranch Filing No. 1.

The Preliminary Plat shows 135 single family lots. The lots are broken into two sizes, 60 lots are a minimum of 5,500 sf and 75 are a minimum 6,600 sf. In addition, the plan shows a 0.7 acre pocket park that is centrally located in the neighborhood. The park will be owned and maintained by the Metropolitan District.

Detention is shown on the northeast side of the property with drainage being released at historic rates via a swale that extends east to the Hillsborough ditch.

There are three points of access provided to this neighborhood, two to the north off Maplewood Lane and Ridgewood Drive and one to the south east which may provide future connection to CR 18.

Outlined below are the documents included in this submittal. One copy of each document is included.

- Community Development Application
- Cost Agreement
- Fund Deposit Exhibit B
- $10,000 deposit
- Title Commitment
- Corporate owner documentation- **this was provided with the Annexation.**
- Brief project description – **this letter**
- Preliminary Plat
- Legal Description – hard copy plus digital version on disk or by e-mail
- List of adjoining owners of record certified by preparer.
- 2 sets of stamped envelopes addressed to owners on list
- Preliminary Development Phasing Plan
- Preliminary Engineering Plan
- Preliminary Utility Plan
- Contour Map
- Preliminary Storm Drainage Report & Plan

©2013 Westwood Professional Services, Inc.

PRELIMINARY PLAT OF

# DAILY SUBDIVISION

## BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, EXCEPT ANY EXISTING PUBLIC STREETS, ROADS OR HIGHWAYS, WHICH PROPERTY IS DESCRIBED AS THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.

SAID PARCEL CONTAINS A GROSS AREA OF 39.52 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY ON RECORD OR EXISTING, AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHT-OF-WAYS AND EASEMENTS, AS SHOWN ON THIS MAP; AND DO HEREBY DESIGNATE AND DEDICATE (1) ALL SUCH RIGHT-OF-WAYS AND EASEMENTS, OTHER THAN UTILITY EASEMENTS AND PRIVATE EASEMENTS TO AND FOR PUBLIC USE, EXCEPT WHERE INDICATED OTHERWISE ON THIS MAP; AND (2) ALL SUCH UTILITY EASEMENTS TO AND FOR THE PUBLIC USE FOR THE INSTALLATION AND MAINTENANCE OF UTILITY, IRRIGATION AND DRAINAGE FACILITIES; AND DO HEREBY DESIGNATE THE SAME AS "DAILY SUBDIVISION".

______________________________
SIGNED

ACKNOWLEDGMENT:

STATE OF ____________________)
)SS
COUNTY OF ___________________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________, 20____, BY ______________,

_______________.

WITNESS MY HAND AND OFFICIAL SEAL.

BY ______________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES ____________.

LENDERS APPROVAL:

______________________________
Name, Title

ACKNOWLEDGMENT:

STATE OF ____________________)
)SS
COUNTY OF ___________________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________, 20____, BY ______________, ____________, FOR ______________.

WITNESS MY HAND AND OFFICIAL SEAL.

BY ______________________________
NOTARY PUBLIC

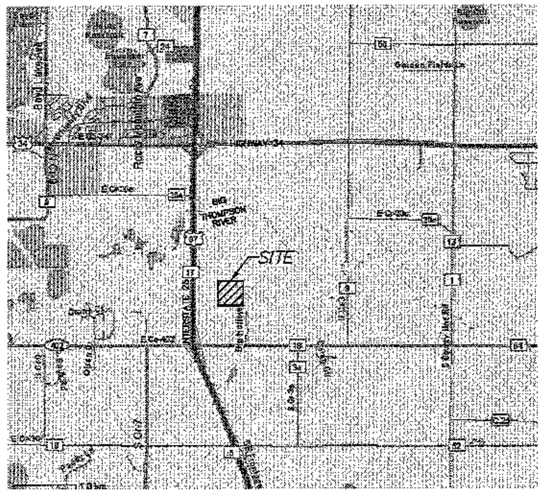
MY COMMISSION EXPIRES ____________

GENERAL NOTES:
1. UTILITY EASEMENTS: A 5 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG THE REAR AND SIDE PROPERTY LINE OF RESIDENTIAL LOTS. A 10 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG ALL LOCAL AND COLLECTOR STREETS.

SURVEY NOTES:
1. BASIS OF BEARINGS: ASSUMED NORTH 89°59'10" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, BEING MONUMENTED AT THE CENTER EAST 1/16 CORNER BY A #6 REBAR WITH A 3 1/4" ALUMINUM CAP, L.S. 25645 AND AT THE EAST 1/4 CORNER BY A #8 REBAR WITH A 2 1/2" ALUMINUM CAP, L.S. 12374.

2. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES. STEWART TITLE GUARANTY COMPANY, COMMITMENT NO. 959991 DATED MARCH 5, 2013 AT 5:00 P.M. WAS ENTIRELY RELIED UPON FOR EASEMENTS, RIGHTS OF WAY AND ENCUMBRANCES OF RECORD, UNLESS NOTED BELOW. PLEASE REFER TO SAID COMMITMENT FOR MORE INFORMATION.

3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.




Vicinity Map

SCALE: 1" = 3000'

PLANNING COMMISSION AND BOARD OF TRUSTEES

APPROVED THIS ______ DAY OF ____________, 20____.

______________________________
CHAIRMAN, PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY THE TOWN OF JOHNSTOWN AND THAT THE MAYOR OF THE TOWN OF JOHNSTOWN ACCEPTS ALL PUBLIC STREET, EASEMENTS, RIGHT-OF-WAY AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USE FOR ALL PURPOSES INDICATED HEREON.

______________________________ ____________
MAYOR DATE

______________________________
ATTEST

SURVEYOR'S CERTIFICATE:

I, READE COLIN ROSELLES, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF DAILY SUBDIVISION WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS ______ DAY OF ____________, 20____.

______________________________
READE COLIN ROSELLES
P.L.S. 37911
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.

NOTICE:
ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SAID DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Date 9/16/13



R0002155PPF02.dwg

SURVEYOR/CIVIL ENGINEER
Westwood
Westwood Professional Services, Inc.

PLANNER / L.A.
Terracina Design

OWNER/CLIENT
OAKWOOD HOMES

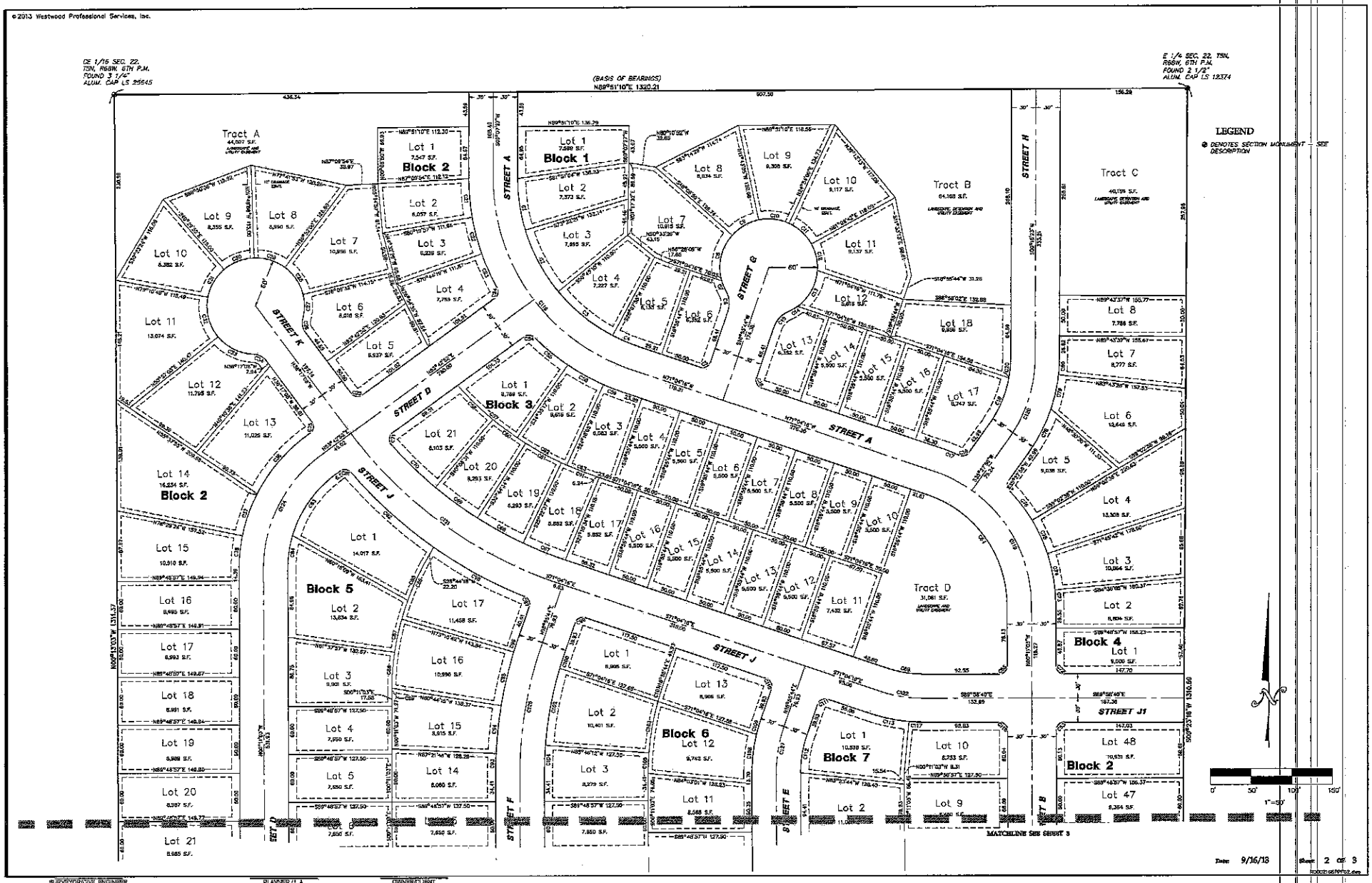
Revisions:

Crew: CD
Checked: MM/DFA
Drawn: JR
Record Drawing by/date:

DAILY SUBDIVISION-PRELIMINARY PLAT
JOHNSTOWN, COLORADO

Prepared for: Oakwood Homes

© 2013 Westwood Professional Services, Inc.




Date: 9/16/13 Sheet 2 of 3

SURVEYOR/CIVIL ENGINEER
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TOLL FREE 1-888-937-5150
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Westwood

PLANNER / L.A.
Terracina Design

OWNER/CLIENT
OAKWOOD HOMES
4900 TOWER ROAD
DENVER, CO 80239
PHONE: (303) 438-6000

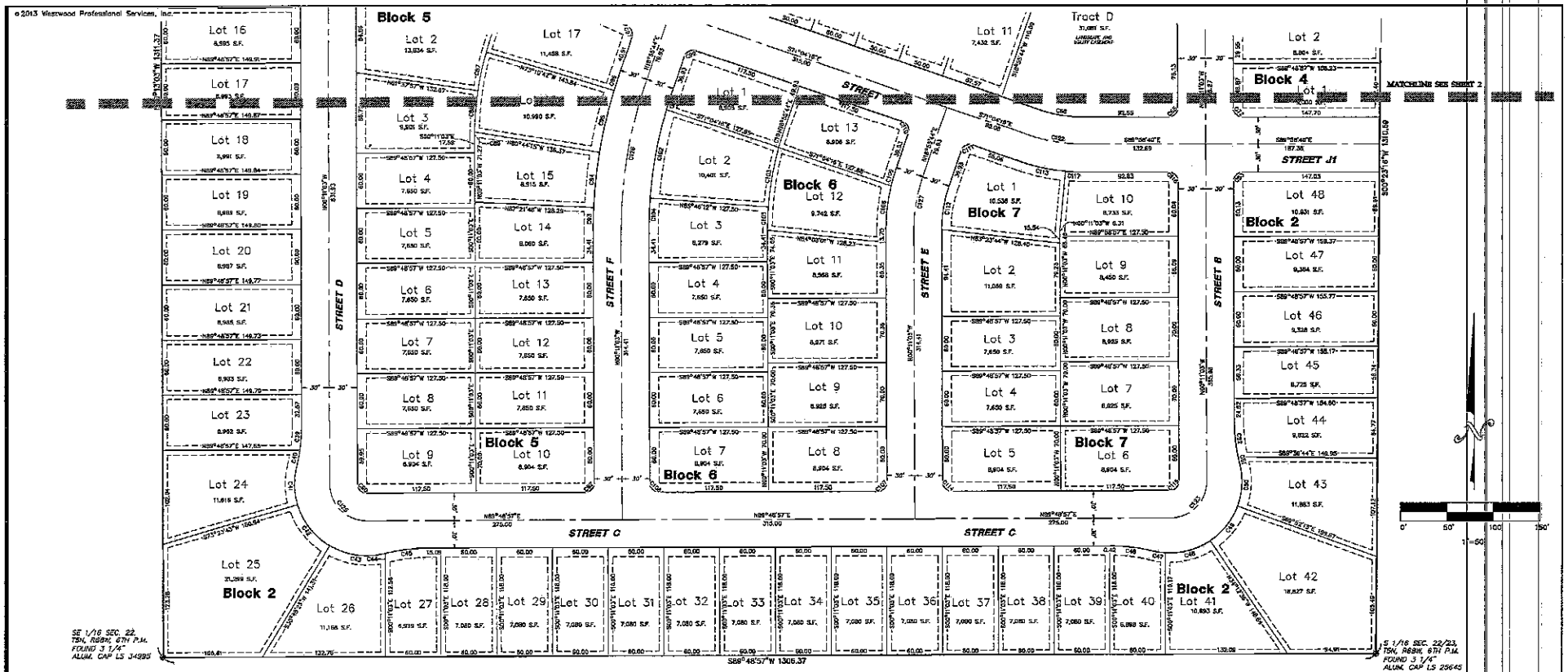
Revisions:

Crew: CD
Checked: EVA
Drawn: MM/BR
Record Drawing: In/Out:

# DAILY SUBDIVISION-PRELIMINARY PLAT

JOHNSTOWN, COLORADO

Prepared for: Oakwood Homes




| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C1 | 84.32 | 330.00 | 16°46'06" | S 81°15'16" E | 84.09 |
| C2 | 66.85 | 220.00 | 32°37'12" | S 87°56'15" E | 66.29 |
| C3 | 66.85 | 220.00 | 32°37'12" | S 50°33'36" E | 66.29 |
| C4 | 35.34 | 220.00 | 8°12'14" | S 66°28'09" E | 35.30 |
| C5 | 15.71 | 10.00 | 90°00'00" | N 63°55'44" E | 14.14 |
| C6 | 35.60 | 33.00 | 47°37'48" | N 4°53'11" W | 35.94 |
| C7 | 13.27 | 60.00 | 12°40'11" | S 22°32'01" E | 13.24 |
| C8 | 60.65 | 60.00 | 57°54'55" | S 12°55'34" W | 58.10 |
| C9 | 36.12 | 60.00 | 34°31'53" | S 60°04'58" W | 35.58 |
| C10 | 36.35 | 60.00 | 34°37'25" | N 85°24'33" W | 35.80 |
| C11 | 37.67 | 60.00 | 36°16'41" | N 48°58'07" W | 37.04 |
| C12 | 34.22 | 60.00 | 32°40'41" | N 12°29'58" W | 33.76 |
| C13 | 52.41 | 60.00 | 50°03'59" | N 28°51'52" E | 50.78 |
| C14 | 13.27 | 60.00 | 12°40'11" | N 60°12'27" E | 13.24 |
| C15 | 26.40 | 32.00 | 47°13'49" | S 42°44'34" W | 25.64 |
| C16 | 15.71 | 10.00 | 90°00'00" | S 26°04'16" E | 14.14 |
| C17 | 20.80 | 200.00 | 5°48'53" | N 68°05'50" W | 20.80 |
| C18 | 13.64 | 10.00 | 78°16'40" | N 75°06'16" E | 12.75 |
| C19 | 63.40 | 145.00 | 25°03'04" | N 28°56'24" E | 62.89 |
| C20 | 25.67 | 145.00 | 10°08'28" | N 5°20'27" E | 25.63 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C21 | 47.83 | 330.00 | 9°47'29" | S 4°46'18" E | 47.79 |
| C22 | 46.82 | 280.00 | 9°35'29" | S 14°27'52" E | 46.83 |
| C23 | 46.16 | 280.00 | 9°26'37" | S 23°59'00" E | 46.18 |
| C24 | 14.39 | 10.00 | 82°26'10" | N 12°30'17" E | 13.18 |
| C25 | 15.71 | 10.00 | 90°00'00" | S 61°17'08" E | 14.14 |
| C26 | 17.91 | 30.00 | 34°19'04" | S 10°37'36" E | 17.32 |
| C27 | 30.24 | 60.00 | 28°52'34" | N 0°35'44" E | 29.92 |
| C28 | 41.15 | 60.00 | 39°17'33" | N 33°28'14" W | 40.35 |
| C29 | 40.51 | 60.00 | 38°40'56" | N 72°38'38" W | 39.74 |
| C30 | 40.51 | 60.00 | 38°40'56" | S 68°50'36" W | 39.74 |
| C31 | 40.51 | 60.00 | 38°40'56" | S 30°09'40" W | 39.74 |
| C32 | 34.22 | 60.00 | 32°40'41" | N 12°29'58" W | 33.76 |
| C33 | 52.22 | 60.00 | 49°52'09" | S 14°08'33" E | 50.59 |
| C34 | 17.71 | 20.00 | 51°19'04" | N 61°56'40" W | 17.12 |
| C35 | 15.24 | 10.00 | 87°32'16" | N 5°23'00" E | 14.31 |
| C36 | 103.46 | 325.00 | 18°14'24" | S 41°50'51" W | 99.49 |
| C37 | 55.34 | 205.00 | 15°27'58" | S 19°14'35" W | 55.17 |
| C38 | 41.94 | 205.00 | 11°42'46" | S 5°26'47" W | 41.77 |
| C39 | 27.53 | 185.00 | 8°32'21" | N 4°00'37" E | 27.50 |
| C40 | 18.70 | 185.00 | 5°47'56" | N 11°03'16" E | 18.69 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C41 | 41.63 | 70.00 | 36°30'31" | S 1°21'03" E | 41.04 |
| C42 | 57.69 | 70.00 | 46°35'19" | S 37°53'37" E | 56.65 |
| C43 | 51.37 | 70.00 | 43°06'42" | S 81°43'58" E | 50.80 |
| C44 | 0.88 | 110.00 | 0°18'03" | S 75°39'43" W | 0.89 |
| C45 | 45.35 | 185.00 | 13°46'12" | S 82°56'21" W | 45.24 |
| C46 | 46.82 | 185.00 | 14°50'15" | N 83°08'26" W | 46.11 |
| C47 | 14.01 | 30.00 | 26°17'53" | S 81°14'34" E | 13.88 |
| C48 | 37.73 | 30.00 | 37°49'13" | N 74°49'02" E | 30.56 |
| C49 | 51.49 | 70.00 | 37°46'13" | N 37°38'14" E | 50.56 |
| C50 | 48.63 | 70.00 | 39°48'00" | N 39°39'34" E | 47.77 |
| C51 | 46.63 | 70.00 | 38°10'30" | N 38°53'34" E | 45.78 |
| C52 | 46.63 | 70.00 | 38°10'30" | N 0°43'04" E | 45.78 |
| C53 | 7.30 | 185.00 | 2°15'33" | S 13°09'33" E | 7.30 |
| C54 | 38.92 | 160.00 | 11°51'44" | S 2°00'58" E | 38.85 |
| C55 | 15.74 | 10.00 | 90°12'33" | S 44°55'08" W | 14.17 |
| C56 | 14.28 | 10.00 | 81°43'26" | N 85°25'25" W | 13.08 |
| C57 | 53.33 | 250.00 | 12°51'02" | S 48°59'13" E | 52.95 |
| C58 | 60.83 | 390.00 | 8°56'13" | S 45°23'22" E | 60.77 |
| C59 | 60.83 | 390.00 | 8°56'13" | S 49°23'22" E | 60.77 |
| C60 | 50.27 | 250.00 | 10°12'12" | S 60°33'19" E | 50.20 |
| C61 | 26.26 | 250.00 | 3°00'39" | S 66°12'06" E | 26.25 |
| C62 | 37.58 | 390.00 | 5°31'15" | S 52°36'09" E | 37.56 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C63 | 50.14 | 390.00 | 7°21'52" | S 60°56'24" E | 50.10 |
| C64 | 50.14 | 390.00 | 7°21'52" | S 68°18'16" E | 50.10 |
| C65 | 36.97 | 390.00 | 5°25'21" | S 68°33'06" E | 36.96 |
| C66 | 176.40 | 390.00 | 25°53'13" | N 35°37'40" W | 175.17 |
| C67 | 15.74 | 10.00 | 90°12'33" | N 44°55'08" E | 14.17 |
| C68 | 47.05 | 145.00 | 18°34'24" | S 80°31'28" E | 47.03 |
| C69 | 56.27 | 500.00 | 6°26'15" | S 60°56'52" E | 56.24 |
| C70 | 64.28 | 500.00 | 7°21'57" | S 60°56'24" E | 64.24 |
| C71 | 64.28 | 500.00 | 7°21'57" | S 53°34'27" E | 64.24 |
| C72 | 15.70 | 10.00 | 90°11'30" | S 12°12'30" W | 14.14 |
| C73 | 10.38 | 10.00 | 59°31'15" | N 41°15'25" E | 14.73 |
| C74 | 15.67 | 10.00 | 89°47'37" | S 48°04'32" E | 14.12 |
| C75 | 10.68 | 200.00 | 3°03'52" | N 2°42'29" W | 10.68 |
| C76 | 49.94 | 200.00 | 12°50'23" | N 11°49'06" W | 49.84 |
| C77 | 45.50 | 200.00 | 12°44'06" | N 24°38'06" W | 45.41 |
| C78 | 46.00 | 200.00 | 13°12'22" | N 37°23'03" W | 45.90 |
| C79 | 13.84 | 10.00 | 79°16'40" | S 4°10'24" E | 12.76 |
| C80 | 60.61 | 200.00 | 16°58'25" | N 28°56'44" E | 60.39 |
| C81 | 43.83 | 200.00 | 12°33'00" | N 12°34'32" E | 43.73 |
| C82 | 21.43 | 200.00 | 6°08'08" | N 3°16'27" E | 21.47 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C83 | 14.87 | 10.00 | 85°18'21" | N 83°23'08" W | 13.61 |
| C84 | 138.09 | 560.00 | 14°07'44" | S 47°32'56" E | 137.74 |
| C85 | 84.32 | 145.00 | 33°18'16" | S 35°54'44" W | 83.67 |
| C86 | 42.69 | 145.00 | 16°37'39" | S 8°03'46" W | 41.83 |
| C87 | 51.35 | 332.50 | 8°50'33" | S 24°18'57" W | 51.30 |
| C88 | 37.35 | 332.50 | 6°30'53" | S 24°18'29" W | 37.33 |
| C89 | 43.53 | 332.50 | 7°19'46" | S 12°09'34" W | 43.50 |
| C90 | 45.67 | 332.50 | 7°52'59" | S 4°29'03" W | 45.64 |
| C91 | 4.56 | 332.50 | 0°47'07" | S 0°12'30" W | 4.56 |
| C92 | 15.76 | 10.00 | 90°15'30" | S 45°01'48" E | 14.18 |
| C93 | 50.13 | 402.76 | 7°07'34" | S 66°14'55" E | 50.10 |
| C94 | 15.71 | 10.00 | 90°00'00" | N 44°48'57" E | 14.14 |
| C95 | 25.80 | 520.00 | 2°49'16" | S 1°13'34" W | 25.80 |
| C96 | 60.13 | 520.00 | 6°37'33" | S 5°58'50" W | 60.10 |
| C97 | 68.61 | 520.00 | 7°33'33" | S 13°02'22" W | 68.56 |
| C98 | 19.12 | 520.00 | 2°06'25" | S 17°32'31" W | 19.12 |
| C99 | 15.12 | 10.00 | 86°38'12" | N 24°21'15" W | 13.72 |
| C100 | 128.84 | 580.00 | 13°06'02" | S 61°09'52" E | 127.77 |
| C101 | 15.71 | 10.00 | 90°00'00" | S 63°55'44" W | 14.14 |
| C102 | 20.03 | 450.00 | 2°30'03" | S 17°40'43" W | 20.02 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C103 | 30.05 | 332.50 | 5°02'38" | N 17°11'54" E | 30.06 |
| C104 | 97.93 | 460.00 | 12°11'53" | S 10°19'45" W | 97.75 |
| C105 | 65.22 | 332.50 | 11°14'17" | N 3°50'37" E | 65.11 |
| C106 | 35.44 | 460.00 | 4°24'32" | S 2°01'32" W | 35.43 |
| C107 | 25.62 | 332.50 | 4°24'32" | N 2°01'32" E | 25.61 |
| C108 | 15.71 | 10.00 | 90°00'00" | S 45°11'03" E | 14.14 |
| C109 | 20.10 | 325.00 | 3°32'31" | S 16°07'16" W | 20.10 |
| C110 | 15.71 | 10.00 | 90°00'00" | N 28°04'26" W | 14.14 |
| C111 | 15.71 | 10.00 | 90°00'00" | S 63°55'44" W | 14.14 |
| C112 | 48.37 | 145.00 | 19°06'47" | S 9°22'30" W | 48.15 |
| C113 | 46.89 | 205.00 | 13°06'50" | S 17°54'31" E | 46.79 |
| C114 | 15.71 | 10.00 | 90°00'00" | S 45°11'03" E | 14.14 |
| C115 | 15.71 | 10.00 | 90°00'00" | N 44°48'57" E | 14.14 |
| C116 | 15.67 | 10.00 | 89°47'37" | N 45°04'32" W | 14.12 |
| C117 | 18.76 | 205.00 | 5°14'34" | S 81°21'33" W | 18.75 |
| C118 | 310.65 | 250.00 | 71°11'43" | S 33°26'23" E | 291.04 |
| C119 | 216.51 | 175.00 | 70°53'11" | N 35°37'40" W | 202.99 |
| C120 | 107.49 | 175.00 | 35°11'33" | S 17°52'10" W | 105.81 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C121 | 330.05 | 530.00 | 34°58'50" | S 53°46'19" E | 325.19 |
| C122 | 52.75 | 175.00 | 18°54'24" | S 80°31'28" E | 52.49 |
| C123 | 62.83 | 40.00 | 90°00'00" | N 44°48'57" E | 56.57 |
| C124 | 164.62 | 175.00 | 53°53'35" | S 36°46'54" W | 158.68 |
| C125 | 63.05 | 40.00 | 90°13'30" | S 45°41'43" E | 56.72 |
| C126 | 153.48 | 480.00 | 18°06'47" | S 9°22'30" W | 152.78 |
| C127 | 56.36 | 175.00 | 18°06'47" | S 9°22'30" W | 56.11 |

Date: 9/16/13 Sheet: 3 OF 3

R00021.86.PP03.dwg

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Phone: 720-355-6511

OWNER/CLIENT
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4908 TOWER ROAD
DENVER, CO 80239
PHONE: (720) 499-3566

Revisions
- -
- -
- -

Date: CD
Checked: KVA
Drawn: MN/SB
Record Drawing by/date:

# DAILY SUBDIVISION-PRELIMINARY PLAT

JOHNSTOWN, COLORADO

Prepared for Oakwood Homes

# REFERRAL COMMENTS

Town of
Johnstown

October 25, 2013

Oakwood Homes
4908 Tower Road
Denver, CO 80249
Attn: Chad Ellington

Re: Daily Preliminary Plat

Chad:

The referral and initial review phase is concluded, and comments are provided. Should additional comments be received these will be forwarded to you. Should there be questions regarding the comments, please feel free to contact me or the Town Advisors and outside agencies.

The preliminary plat (and related development plan) is significant to the Town in that it affords a detailed examination of the solutions to engineering constraints and requirements while transitioning between the general land use plan and the physical, livable neighborhood. Resolution of technical issues is vital to completing the preliminary plat process in that it informs and expedites the final plat and related agreements, and the civil construction drawing approvals.

Comments are as follows:

1. The Daily and Robbins Annexation, of which this parcel is part has not yet proceeded through the statutory annexation process at the Town Council level. The preliminary plat may proceed through technical review and Planning and Zoning Commission consideration, but must wait for the annexation to be concluded before preceding to Town Council.
2. The overall layout of this parcel, in contrast with Thompson River Ranch, provides no apparent strategic open space areas for preserved sightlines to the mountain views or other character features built in to the neighborhood. I have not walked this property, but I would imagine there are some views that could be highlighted for the benefit of the overall neighborhood. Does Tract D provide such vistas?
3. The preliminary plat document should be revised to update the approval block for the Town Council.
4. Town Attorney: The Town Attorney has been unable to access to the electronic files of the Title Policy Exception documents. I am working with Stewart Title to obtain copies. I will forward any comments.
5. Town Engineer: (Comments attached) I did not send a referral to CDOT initially, but will follow up with a referral. The proposed underdrain system for the dwellings - please clarify where the building underdrains will daylight.
6. Town Traffic Engineer: (Comments attached)
7. Comments from other agencies are attached.

(Daily comments, continued)

Please work with staff and Town Advisors to resolve the concerns and questions. For the Planning and Zoning Commission public hearing I will need a letter which documents the responses to the comments - indicating issues have been resolved or will become special provisions in the development agreement.

Please let me know if you have questions,

Sincerely,

John Franklin
Town Planner

Attachments

Copies with attachments to Town Advisors

TST
CONSULTING ENGINEERS

10/18/13

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

RE: Daily Subdivision
(Thompson River Ranch Filing No. 3)
TST Job. No. 127-042

Dear John,

I have reviewed the referral package dated September 26, 2013 for the above referenced Project.

The package as submitted to and reviewed consists of the following documents:

- Preliminary Plat – Sheets 1 – 3, dated 9/16/13, by Westwood Professional Services, Inc.
- Preliminary Contour Map Plan, 1 sheet, dated 9/18/13, by Westwood Professional Services, Inc.
- Preliminary Overlot Grading & Drainage Plans – Sheets 1 – 8, dated 9/17/13, by Westwood Professional Services, Inc.
- Preliminary Drainage Report, dated 9/16/13, by Westwood Professional Services, Inc.
- Package Transmittal/Project Narrative Letter, dated 9/20/13, by Terracina Design.
- Geotechnical Due Diligence Study, dated 11/15/2006, by A.G. Wassenaar, Inc.

We have the following comments:

**General Comments**

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

2. The proposed Daily Subdivision is Filing No. 3 of the Thompson River Ranch (TRR) development. It consists of approximately 35.9 acres located immediately south of TRR Fil. # 1, covering approximately ½ the distance from TRR Fil. #1 and County Road 18. The west boundary of the Fil. #3 parcel is approximately 1300 feet east of I-25.

3. Some of our general observations from the submittal review are:

   **Annexation – Town Limits:** The Town Limits Map (Rev. 6-2011) as published on the Town website does not show the subject TRR #3 property as included within the Town limits. We anticipate this property either already has been incorporated into the Town limits, or will be concurrent with this proposed platting consideration.

   **Access – Transportation:** The proposed street connections include two connections into TRR Fil. 1 at Silverwood Drive, consisting of extensions of Maplewood Lane and Ridgewood Drive from TRR Fil. 1 south into/to TRR #3. TRR #3 would access River Ranch Parkway through the

TRR #1 streets. To accomplish these two connections, as shown on the Overlot Grading Plans (Sheets 3 and 6), it appears up to five platted lots in TRR #1 will be impacted. The TRR #1 final plat would need to be amended to create the new road connections and to dedicate the required public road ROW to the Town. Either a separate replat of TRR #1, or combining the necessary replat of the applicable lots of TRR #1 concurrent with and as part of the TRR #3 platting should occur.

A third (future) street connection from the east side of TRR #3 is indicated as a potential future connection leading to CR 18. It appears this proposed east connection point might be able to connect to existing Big Hollow Lane, which runs north from CR 18. However, Big Hollow Lane appears to an unimproved (and possibly private) gravel roadway, and would need to be improved if/when such a connection is made. At this time TRR #3 does not appear to propose connection to Big Hollow Lane.

**Public Water:** As indicated on the Overall Utility Plan (Sheet 7 of 8 in the Preliminary Overlot Grading and Drainage Plans package), public water service within TRR #3 would be provided by internally looped 8-inch water lines located in all of the streets within the subdivision. The TRR #3 water lines would connect into the 8-inch water main system in TRR #1 at two locations, one at each of the street extensions from TRR #1 as noted above. The TRR #3 water system concept appears to be in general conformance with the Town Water Master Plan recommendations regarding main sizing and to meet general engineering practice. The Overall Utility Plan provides the minimum information required per the Town's Preliminary Plat submittal checklist, and is conceptually acceptable. However, prior to final plat and/or engineering plans approvals, specific review comments we will provide directly to the design engineer separate from this letter will need to be addressed. Additional documentation (as identified in Part III – Water System of the adopted Design Criteria & Construction Regulations) also will be need to be submitted by the developer and/or his engineer, including:

(1) Concurrence/approval of the appropriate fire protection district.
(2) Water system analysis documenting:
    (a) Peak hour demand residual water pressures will be at least 40 psi.
    (b) Residual pressure of at least 20 psi will be maintained at the max. day demand + ISO fire flow.

**Public Sanitary:** The above referenced Overall Utility Plan indicates proposed 8-inch PVC public gravity sanitary mains within the public streets in TRR #3. The TRR #3 system will connect to and discharge into the existing gravity main system in Silverwood Drive in TRR #1 at two locations. As identified within the Town's Wastewater Utility Plan (Dec. 2008), TRR #1, and therefore the proposed TRR #3, is tributary to the Johnstown Low Point WWTP. According to the master plan, the Low Point WWTP was projected to have adequate capacity for the projected growth in its service area (even at a defined "high growth" rate), through approximately 2030. The proposed TRR #3 sanitary service plan appears conceptually acceptable at this time. Prior to final plat and/or engineering plans approvals, specific review comments we will provide directly to the design engineer will need to be addressed.

**Stormwater Systems:** The Overall Utility Plan, Overlot Grading Plans and Phase I Drainage Report identify the overall proposed drainage system concept. Stormwater drainage would be conveyed by public street curb and gutters to a system of inlets, storm sewers and swales, and then into two inter-connected proposed storm water detention ponds near the north-east corner of the TTR #3 subdivision. The detention ponds are proposed to provide water quality detention and discharge at the historical 2-yr runoff rate, and to provide detention and discharge at no greater than the historical runoff rate for the 100-yr event. The discharge from the on-site detention facility is proposed to be directed to the existing swale along the south boundary of the TRR #1/north boundary of TRR #3, and into the regional storm water detention pond constructed near the south-east corner of TRR #1.

As noted in the TRR #3 Phase I drainage report, the overall TRR drainage area was not included within the six major drainage basins evaluated and addressed within the Johnstown Stormwater Master Plan (2001). It was, however addressed in the Gard Lateral Major Basin Drainage Study (Nolte, 2005). The Gard Study included recommendations for Stormwater management criteria that would affect the detention sizing for TRR #3. The preliminary storm drainage design and grading proposal presented in the TRR #3 submittal package is conceptually acceptable. However, we have concerns regarding how interpretation and application of the Gard Report recommendations may impact the allowable discharge rate from the proposed TRR #3 detention pond system and the required sizing of the TRR #3 detention ponds. Depending upon resolution of this issue, the pond sizes may need to be increased. This could result in a need to increase Tracts B and C on the plat, with possible reduction or elimination of one or more of the currently shown lots (e.g. Block 1, Lot 18, and/or Block 4, Lots 8 and 7). This issue will need to be satisfactorily resolved prior to final approval of the preliminary plat.

**Flood Plain:** The proposed TRR #3 property does not fall within an identified regulatory 100-year flood plain boundary.

**Preliminary Traffic Study:** Per the Town's Supplemental Information check list, a preliminary traffic study is required with the preliminary plat package submittal. A preliminary traffic study was not included with the documents submitted for our review. Unless specifically waived by the Town for this development, the study should be prepared and submitted.

## Specific Comments By Document

### Preliminary Plat:

1. The preliminary plat includes Tracts A, B, C and D. Each tract contains a brief identifier of its use (e.g. Tracts A & D – Landscape and Utility Easement, Tracts B & C – Landscape, Detention and Utility Easement). We suggest note(s) be added to the preliminary plat cover page which lists each of the tracts, and their use, and which identifies who the tract will be owned by and will be maintained by.

2. Sheet 2 shows two (2) 10' drainage easements, split between adjacent lots, located between Block 2, Lots 8 and 9 and between Block 1, Lots 9 & 10. As indicated in the Overall Utility Plan (Sheet 7, Preliminary Overlot Grading & Drainage Plans), these two drainage easements are for 18-inch storm drainage lines. Per Section 5.1, Storm Drainage Criteria, Johnstown Design Criteria & Construction Regulations, "Storm sewers located outside of the (Street) Right-of-Way shall be located in minimum 20 foot exclusive easements granted to the Town of Johnstown." These two drainage easements should be revised to minimum 20' easements accordingly, and identified as easements to the Town.

3. The preliminary grading and drainage plans/report indicate an existing drainage conveyance channel along the south side of TRR #1 and proposed incorporation/improvement of this channel along the north side of the TRR #3 property (within proposed Tracts A, B & C, and through culverts/storm sewer under Streets A and C). The brief descriptions for Tracts A, B & C on the preliminary plat do not identify this drainage use for the Tracts. We recommend an appropriately sized drainage easement, dedicated to the City, and noted to be maintained by the Developer/HOA, be identified on the plat. Based on the preliminary grading contours presented, it would appear this easement should be 45-50 feet in width where the open channel exists, and appropriately expanded on Tracts B & C to incorporate the Stormwater detention ponds A & B, and maintenance access to and around them.

**Preliminary Contour Map Plan**:

No comments at this time.

**Preliminary Overlot Grading & Drainage Plans:**

1. Sheet 2 – General Notes:
   a. General Notes 3 and 15 appear to be redundant, and should be combined into a single note as applicable.

   b. General Note #8 should be revised to reference that a pre-construction meeting may be required by the Town for any/all of the public improvements (not just by the Water Provider).

   c. We recommend Typical Street/ROW cross-section(s) be provided showing the proposed street, curb & gutter, sidewalk, landscaping tree lawns, and ROW widths/dimensions and relationships. Include typical water, storm and sanitary locations and spacing.

   d. We have seen typical lot templates provided at the preliminary plat stage in some of our client communities. The Town may wish to consider requesting this information be provided.

2. Sheets 3 – 6 – Overlot Grading Plans:
   a. Street vertical grade standards for local streets allow maximum grades of 4% for 150-feet and 2% for 50' at the approach to local-local intersections. Based on the preliminary information provided, it appears some of the streets as currently shown may exceed these values. This issue should be able to be resolved prior to final plat/detailed engineering plans submittals, and we do not believe it to be a significant issue with respect to preliminary plat approval consideration at this time.

   b. The Legend on these sheets includes cross-hatching for proposed concrete and proposed asphalt paving. However, the hatching has not been applied to the plans. Please add hatching as appropriate (e.g. sidewalks, and streets pavement).

   c. The detached sidewalks should adjoin the curb and gutter at all intersections, and ADA compliant ramps should be provided. The conceptual street/sidewalk plans included in this submittal do not indicate compliance with this requirement. We recommend this be resolved, and appropriately shown.

   d. Proposed on-site grading should appropriately blend with existing off-site grades at the adjacent site boundaries. Existing off-site drainage cannot be blocked, and either must be provided for and appropriately addressed. (e.g. Off-site drainage sub-basin(s) should be shown and addressed in the drainage report(s) and associated drainage system design(s)). The on-site grading and drainage system should be designed to intercept and collect this off-site flow, or the design should appropriately route the off-site drainage around the development consistent with historic patterns. Concurrently, increased on-site drainage from the development may not be directed onto adjacent off-site property (in excess of the historical drainage pattern).

      i. From the overlot grading plans presented, it appears the drainage along the west side of TRR #3 is being routed north along the west boundary, to the "existing drainage swale along the north boundary of TRR #3/south boundary of TRR #1. Adequate provisions to insure this off-site drainage from the west will not adversely impact TRR #3 residences/lots along the west side of TRR #3 should be document, will be evaluated, in more detail during Final Plat/Detailed Engineering submittals.

      ii. The on-site grading along the east side of TRR #3, in particular along the area north of Street J (Block 4, Lots 1 – 8, and Tract C) appears not to match the existing grade at the property line. In some cases, the TRR #3 grades appear to be up to 5-6' higher than the adjacent grade to the east. Grading revisions, and/or use of retaining wall(s) along the property line, may be necessary. This grading will need to be addressed during the final plat and detailed engineering design. In the interim, the Town may wish request the applicant to address whether the intent is to consider use of retaining walls along this area. If so, the Town may wish to clarify whether the wall concept is acceptable.

3. Sheet 7 – Overall Utility Plan

   No additional comments included at this time, beyond those noted above in the General Comments.

4. Sheet 8 – Preliminary Drainage Plan

   This sheet is included as an exhibit in the Preliminary Drainage Report, and is not commented on separately here.

**Preliminary Drainage Report:**

The preliminary drainage report format meets the general submittal format requirements. However, prior to recommendation for approval of the drainage report, some general questions/issues, including but not limited to the following, will need to be resolved. Additionally, we have a number of specific technical comments regarding the drainage report documentation, which, rather than listing herein, we will transmit to and discuss separately with Westwood Professional Services. Those items also will need to be resolved and addressed prior to approval of the report and final engineering recommendation for preliminary plat approval.

General Items:

1. Off-site drainage from the west, onto the site or directed via swales to the north and into the drainage swale/detention, needs to be identified and accounted for in the design/sizing of the drainage and detention system. This does not appear to have been addressed.

2. Three existing (historical) drainage basins are identified for the TRR #3 parcel, with the southernmost basin (Basin H3, approximately 24% of the TRR #3 area) being shown as discharging off-site to the east. Under the developed conditions, this area's drainage is collected (appropriately) and directed via the on-site drainage system to the proposed TRR #3 detention ponds. The report needs to address where this historical H3 flow goes. Unless directed via an existing drainage swale and into the existing TRR #1 regional pond, the historical H3 drainage may not be eligible to be considered in terms of the allowable discharge rate and pond sizing criteria for the TRR #3 developed storm detention system's allowable discharge rate(s).

3. The TRR #3 preliminary drainage report (Page 2, Section 2.2) indicates that the discharge from the TRR #3 ponds (at historic rate) will be conveyed "to an existing pond to the east in Thompson River Ranch (#1) which *releases to the Hillsborough Ditch*. It is our understanding that the discharge from the existing regional pond does not discharge into the Hillsboro Ditch, and instead is piped past the Hillsboro Ditch, and ultimately to the Big Thompson River. If this is not correct (e.g. if the drainage report assertion is correct and the flow actually does discharge to the Hillsboro Ditch), review/approval from the Hillsboro Ditch owners may be necessary before approval of the TRR #3 drainage concept. Otherwise, the drainage report assertion needs to be corrected. Either way, documentation (appropriate excerpts from prior approved drainage studies, etc.) should be included within the TRR #3

drainage report(s), so as to make the TRR #3 report(s) "stand alone" documents.

**Geotechnical Due Diligence Study:**

1. The report notes that the on-site soils have low to no expansion potential. It states that "*based upon the information obtained and reviewed to date, no soil or geologic conditions were observed or are known to exist on site which, in our* (A. G. Wassenaar's) *opinion, would preclude development of the property.*" Appropriate consideration during detailed design for items such as potential ground water elevations, etc. is recommended.

2. The report notes that "*Drain systems will be required for all structures with below grade spaces (basement). Extensive drain systems will be necessary where ground water levels are within 3 to 4 feet of the foundation.*"

3. The report notes that, as this geotechnical evaluation "*did not include, either specifically or by implication, any research, identification, testing or assessment relative to past or present contamination of the site by any source...*".

   Items No. 1 and 2 above, in our estimation, do not raise any particular issues relative to consideration for preliminary plat approval. Appropriate consideration should be included during subsequent detailed design. On the other hand, the applicant may wish to include, or the Town may wish to require, addressing Item No. 3 as part of the preliminary plat consideration. This could be addressed through a Phase I environmental site assessment (ESA) to for the site.

**Recommendation**

We have noted several concerns/issues in the comments above. We recommend these issues be addressed and resolved to the satisfaction of the Town prior to Town approval of the Preliminary Plat for the Thompson River Ranch – Phase 3 (Daily Subdivision). Additionally, we recommend that if the Town should elect to grant preliminary plat approval prior to confirmation of resolution of all of our engineering concerns, that the plat approval be granted contingent upon final engineering approvals.

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

Sincerely,

TST INC. OF DENVER

Gregory A. Weeks, PE, LEED ® AP

FELSBURG
HOLT &
ULLEVIG

*engineering paths to transportation solutions*

October 17, 2013

**MEMORANDUM**

TO: John Franklin

FROM: David E. Hattan, P.E.

SUBJECT: Review of Traffic Impact Analysis
PROJECT: Thompson River Ranch Addition - Filing No. 3 (new)
FHU # 99-201

---

I have reviewed the traffic impact analysis prepared by Delich Associates (*Thompson River Ranch Addition – Transportation Impact Study*, September 2013). This Filing would be an addition to the original development and is located to the south of Silverwood Drive.

I have the following comments:

- This traffic study only analyzes short range (2018) future forecasts. The letter with the preliminary plat application to the Town of Johnstown from Terracina Design, dated September 20, 2013, mentions the possibility of a third access point to the development: "There are three points of access provided to this neighborhood, two to the north off Maplewood Lane and Ridgewood Drive and on to the south east which may provide future connection to CR 18." I would like to know more about this potential third access and its timing (and hurdles). My concern is the high volumes shown in the traffic study on two local streets: Idlewood Lane (1,960 vpd) and Pinewood Court (1,070 vpd). Although both of these streets only have two homes each that border the highest volume segments, the third access would certainly have the potential to reduce these volumes significantly. Knowing more about this possibility of reducing traffic impacts to existing residences would be enlightening.

- With regard to the requirement for westbound to northbound right turn lane, CDOT's *State Highway Access Code* allows a waiver for the volume requirement if the opposing design hour volume (in this case, the northbound through traffic) is less than 120 vph. The study shows the maximum hourly volume to be 93 vph in the evening peak hour. Thus, this acceleration lane would not be needed in the short range. However, the long term volumes (20 year - 2033) should be assessed based on full build-out of the entire development.

Please call if you have any questions or need additional information.

6300 South Syracuse Way, Suite 600 Centennial, CO 80111 tel 303.721.1440 fax 303.721.0832
www.fhueng.com info@fhueng.com

WATER/WASTEWATER

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 26, 2013

## REFERRAL OF APPLICATION

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

**Project:** Daily Subdivision – Preliminary Plat

**Location:** South of Thompson River Ranch Filing No. 1, approximately ½-mile north of LCR 18 and ½-mile east of I-25 Frontage Road

**Applicant:** Oakwood Homes

**Please reply by:** October 17, 2013
**Tentative Planning and Zoning Commission Hearing:** November 13, 2013

**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, or
- Please see the attached letter, or
- Comments are as follows:

OK AS LONG AS WATER IS LOOPED ON STREETS A & H
WATER TO BE STUBBED ON STREET J I

Signature: Mark Z [illegible] Date: 9/30/13

Agency:

Rev. 9/08

Town of
Johnstown

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

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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, or
- Please see the attached letter, or
- Comments are as follows:

PLEASE COORDINATE ANY ROADWORK FOR THE PROPOSED CONNECTION TO LCR 18. WATER LINES NEED TO BE PROTECTED FROM DAMAGE

Signature: [signature] Date: 10/2/2013

Agency: LITTLE THOMPSON WATER DISTRICT

Rev. 9/08

SEP 2 8 2013

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 26, 2013

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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, or
- Please see the attached letter, or
- Comments are as follows:

Please provide an address plat as soon as it is available.

CONTACT TCMD #1 FOR A WATER & SEWER TIE-IN AGREEMENT, WHICH INCLUDES DESIGN AND CONSTRUCTION SPECIFICATIONS.

Signature: [signature] Date: 10/15/13

Agency: THOMPSON CROSSING METRO DISTRICT No. 1

Rev. 9/08

LARIMER COUNTY
COMMITTED TO EXCELLENCE

ENGINEERING DEPARTMENT

Post Office Box 1190
Fort Collins, Colorado 80522-1190

(970) 498-5700
FAX (970) 498-7986

# MEMORANDUM

**TO:** John Franklin
Johnstown Planning Department
450 S Parish Ave
Johnstown, CO 80534

**FROM:** Clint Jones, Larimer County Engineering Department

**DATE:** October 9, 2013

**SUBJECT:** Daily Subdivsion- Preliminary Plat

**Project Description/Background:**
This is a Preliminary Plat application for the Thompson River Ranch Filing #3, also known as the Daily property. The development is approximately 135 single family lots located on 39.5 acres as well as a .7 acre neighborhood park. The site is located in the northwest quarter of section 22, south of Thompson River Ranch Filing #1.

**Review Criteria:**
Development review staff has reviewed the materials that were submitted to our office per the criteria found in the Larimer County Land Use Code (LCLUC), Larimer County Urban Area Street Standards, and Stormwater Design Standards (LCSWDS). The following comments are regarding the identified issues, concerns, and technical requirements that should be addressed in the next submittal:

**Transportation/Access Issues:**
1. We ask that if the annexation is approved and the project moves forward that a traffic impact study and drainage report be required. We would appreciate the opportunity to review these reports as to the impacts the development will have on the transportation and drainage facilities in the unincorporated portions of the County. We request that any County transportation or drainage facilities that are not adequate to handle the additional development be made adequate.
2. Access to the Interstate 25 Frontage Road is controlled by the Colorado Department of Transportation. Therefore, CDOT needs to have the opportunity to review and comment on the proposed plans and traffic report. The applicant will need to contact the CDOT Access Manager, Gloria Hice-Idler, at (970) 350-2148 for general access questions and details relating to obtaining an access permit as this project moves forward.

**Staff Recommendation:**
Thank you for the opportunity to comment on the proposal. Please feel free to contact me at (970) 498-5727 or email me at cdjones@larimer.org if you have any questions. Thank you.

cc: Dan Kunis, Larimer County Planning Department
file

# NOTES

**DATE: 03/17/14**

**AGENDA ITEM 9C**

# THOMPSON

# RIVER

# RANCH

# FILING No. 3

# (Final Plat)

# (*Public Hearing)

## PUBLIC HEARING PROCEDURE- Thompson River Ranch PUD, Filing No. 3 Final Plat

1. **Open public hearing.**

2. **Receive information from staff.**

3. **Ask to hear from anyone who supports the final plat.**

4. **Ask to hear from anyone who opposes the final plat.**

5. **Close the public hearing.**

6. **Ask for discussion.**

7. **Make decision and/or motion from Council.**

   a. **Need motion to approve or deny.**

**(SUGGESTED MOTIONS):**
**For Approval:**
**I move to approve the Thompson River Ranch PUD, Filing No. 3 Final Plat (subject to the following conditions…).**
**For Denial:**
**I move to deny approval of the Thompson River Ranch PUD, Filing No. 3 Final Plat.**

# TOWN COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** March 17, 2014

**ITEM NUMBER:** 9C

**SUBJECT:** **Public Hearing-** Thompson River Ranch Filing No. 3 Final Plat

**ACTION PROPOSED:** Consider Approval of Final Plat

**PRESENTED BY:** Mr. John Franklin, Town Planner

**AGENDA ITEM DESCRIPTION:** The applicant, Oakwood Homes has submitted a request for approval of a final subdivision plat for a parcel of land located south of the existing Thompson River Ranch development. The property is generally located south of Silverwood Dr. and approximately one-half mile east of I-25. Surrounding land uses include the following: north – Thompson River Ranch residential, south – agricultural, east and west – agricultural. The property was annexed as part of the Daily and Robbins Annexation in February 2014. An overall preliminary plat, entitled "Daily Subdivision Preliminary Plat" was considered earlier.

Filing No. 3 is located at the north end of the Daily Subdivision Preliminary Plat and includes 60 lots on approximately 39.52 acres. A small (<1 acre) private park/playground and landscaped, private detention ponds are proposed. The parcel slopes to the north-northeast and is currently in agriculture. The zoning for the property is Planned Unit Development-Residential (PUD-R), and the property will be subject to the Thompson River Ranch Design Guidelines. Overall, there are 489 platted residential lots in Thompson River Ranch Filing No. 1 (Filing No. 2 was for an existing farmhouse). Oakwood Homes intends to continue the type and quality and architecture that exist in the current development. Oakwood Homes anticipates developing Filing No. 3 immediately.

The Planning and Zoning Commission held a public hearing on January 8, 2014 and voted to recommend approval of the final plat subject to conditions:

1. That all technical concerns expressed in the December 19, 2013 letter from John Franklin, Town Planner, December12, 2013 Town Engineer comments and November 26, 2013 Town Traffic Engineer comments be resolved and/or addressed in the development agreement prior to Town Council consideration.
2. That a Water and Sewer Service Agreement prepared by the Town Water Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.
3. A Public Improvements Development Agreement, prepared by the Town Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.

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

**LEGAL ADVICE:** N/A

**FINANCIAL ADVICE:** N/A

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

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Thompson River Ranch PUD, Filing No. 3 Final Plat (subject to the following condition(s)…).

**For Denial:** I move to deny approval of the Thompson River Ranch PUD, Filing No. 3 Final Plat.

**Reviewed:**

**Town Manager**

# PLANNING AND ZONING COMMISSION

# SUMMARY MINUTES

# SUMMARY MINUTES
# PLANNING & ZONING COMMISSION
## WEDNESDAY, JANUARY 8, 2014
## COUNCIL CHAMBERS
## 450 S. PARISH AVE.

**1. CALL TO ORDER:** *Chair Longdo opened the meeting at 7:00 p.m.*
**2. ROLL CALL:** *Present were Commissioners Terasa, Dowling. Longdo, Eady and Tepper. Absent were Commissioners Kingsolver and Montez.*
**3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None*
**4. PUBLIC HEARINGS:**

**A. Preliminary and Final Plat – Thompson River Ranch Filing No. 3 (Oakwood Homes):** *Chair Longdo opened the public hearing at 7:06 p.m. Town Planner John Franklin introduced the application and presented the staff recommendation. Layla Rosales of Terracina Design represented Oakwood Homes. Also present were Matt Delich, Delich and Associates and Rob Van Uffelen of Merrick & Company Engineers.*

*Commissioner Questions:*

- *Park is in Phase 1(Filing No. 3)?(Yes)*
- *Will third access road be developed with this filing?(No, it will be extended in the future)*

*Public Comment: No neighbors were present.*
*Chair Longdo closed the hearing at 7:20 p.m.*
*Motion by Commissioner Dowling, second by Commissioner Terasa to recommend approval with the following conditions:*
*1. That all technical concerns expressed in the December 19, 2013 letter from John Franklin, Town Planner, December 12, 2013 Town Engineer comments and November 26, 2013 Town Traffic Engineer comments be resolved and/or addressed in the development agreement prior to Town Council consideration.*
*2. That a Water and Sewer Service Agreement prepared by the Town Water Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.*
*3. A Public Improvements Development Agreement, prepared by the Town Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.*
*Unanimous.*

**5. NEW BUSINESS:**

**A. Approval of Minutes of December 11, 2013:** *Motion by Commissioner Eady, second by Commissioner Dowling to approve as presented. Unanimous.*
**B. Referrals:** *None*
**C. Adoption of Three-Mile Plan:** *Town Planner Franklin presented the item and discussed the reason for annual adoption. Motion by Commissioner Terasa, second by Dowling to recommend approval of the Town of Johnstown Three-Mile Plan. Unanimous.*

**6. STAFF REPORT:** *Town Planner Franklin discussed the following items and answered questions.*
**A. Recent Town Council Actions (Attachment)**
**B. Applications in Review (Attachment)**
**C. Project and Program Updates**
**7. COMMISSIONERS' ITEMS:** *None*
**8. ADJOURN:** *Chair Longdo adjourned the meeting at 7:55 p.m.*

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

# STAFF REPORT
# TO
# PLANNING AND ZONING
# COMMISSION

Town of
Johnstown

**MEMORANDUM**

**TO:** **Johnstown Planning and Zoning Commission**
**FROM:** **John Franklin, AICP, Town Planner**
**DATE:** **For January 8, 2014**
**SUBJECT:** **Preliminary and Final Plat – Thompson River Ranch Filing No. 3**

**PROPERTY DATA:**

**Applicant:** Oakwood Homes
**Owner(s):** MREC Colorado Land Investments, LLC
**Location:** Larimer County, south of and adjoining Thompson River Ranch Filing No. 1, one-quarter mile east of I-25 Frontage Road.
**Property Size:** 39±acres
**Current Zoning/Land Use(s):** PUD-R*/ agriculture
**Surrounding Zoning/Land Uses:**

North: Thompson River Ranch Filing No. 3 PUD-R/single family residential
South: Larimer County F/A/agriculture
East: Larimer County F/A/agriculture
West: Larimer County F/A/agriculture

**Comprehensive Plan Designation:** Residential

**General:**
The preliminary and final subdivision plats are concurrently presented to the Planning and Zoning Commission - as provided by Municipal Code – for review and recommendation.

***Property Status:** The property (Daily Annexation) is to be considered by Town Council for annexation and PUD-R zoning on January 22, 2014.

**Summary:**

**General Description:** This is a planned extension/expansion of the Thompson River Ranch residential development.

**Existing Land Use:** The property is currently in agricultural use.

**Proposed Land Uses:** The property is proposed for 135 single family lots, which range in size from 5500sf to over 18,000sf, with 44% of the lots at 5500sf and approximately 55% of the lots at 6600sf. A small (<1 acre) private park and landscaped, private open space (detention ponds) are proposed.

**Design Guidelines:** Thompson River Ranch

## Technical Analysis

**Relationship to Town Vision and Strategic Plan:**

**Public Health and Safety Impacts:**

**Access, Traffic and Parking:** The development will have access through Thompson River Ranch Filing No. 1 and onto the I-25 Frontage Road. A secondary future access is provided for on the east side of the subdivision, although no public road is close by. The concern over access through the existing subdivision was reviewed by the Town Engineer. While the matter of additional traffic on local streets is somewhat subjective, the two streets will support the additional trips.

**Water, Sanitary Sewer and Storm Drainage:** The property is in the Low Point Wastewater Treatment Plant service area. Sanitary sewer mains will be extended from Filing 1. Water will be extended from Filing No. 1.

Storm water runoff in the area generally flows southwest to northeast. Runoff from the development will be managed through on-site detention, and released to a regional detention pond east of Filing No. 1. The property is not near any designated floodplain.

**Park and Open Space:** This Filing will utilize the larger neighborhood parks and open space in the overall Thompson River Ranch development. A small (<1 acre) private park with playground and shelter is proposed. Landscaped, private open space (detention ponds) are proposed. This development may accelerate the development of the proposed Community Center in Filing No.1

**Schools:** The property is within the Thompson School District. A school site is obligated in future Filing No. 2 within the overall Thompson River Ranch Development.

**Mineral Interests and Operations:** Owners of severed mineral interests have been notified. There are no oil/gas wells on the property.

**Architectural Design:** The homes will be subject to approval by the JRC under the Thompson River Ranch Design Guidelines. It is presumed that models will be of similar size, design and quality to the larger homes in Filing No. 1.

**Landscaping:** Landscaping shall comply with the Final PUD Development Plan and Johnstown Landscape Standards and Specifications.

**Fencing and Screening:** As provided in the Final PUD Development Plan and Design Guidelines.

**Lighting and Street Furniture:** As provided in the Final PUD Development Plan and Design Guidelines.

**Signage:** Signage shall conform the Design Guidelines and Town Sign Code.

**Phasing:** None indicated.

**Attachments:** Application, preliminary and final plats, referral comments.

**Municipal Code Review Provisions:** Subdivision is governed by Municipal Code (copy attached).

## Staff Report

**Technical Findings:** The subdivision is capable of connecting to existing roads system water, sanitary sewer and storm sewer which have sufficient capacity. The development is designed to be integrated into the Thompson River Ranch development, including the parks, open space and trails system. This filing will require an acceleration lane on the I-25 Frontage Road north of River Ranch Parkway.

**Staff Recommendation:** Staff recommends approval of the Thompson River Ranch Filing No. 3, with conditions:

1. That all technical concerns expressed in the December 19, 2013 letter from John Franklin, Town Planner, December12, 2013 Town Engineer comments and November 26, 2013 Town Traffic Engineer comments be resolved and/or addressed in the development agreement prior to Town Council consideration.

2. That a Water and Sewer Service Agreement prepared by the Town Water Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.

3. A Public Improvements Development Agreement, prepared by the Town Attorney, be signed by the Owner and submitted for Town Council consideration with the subdivision application.

## Planning Commission Action

1. Approval/Recommendation:

"I move to that the Commission recommend approval of the Preliminary and Final Plat for Thompson River Ranch Filing No. 3."

Or,

2. Approval/Recommendation with Conditions:

"I move that the Commission recommend approval of the Preliminary and Final Plat for Thompson River Ranch Filing No. 3 with the following condition(s):

_____,

Etc. "

Or,

3. Not approved/Recommend denial:

"I move that the Commission recommend denial of the Preliminary and Final Plat for Thompson River Ranch Filing No. 3 for the following reasons:

_____,

Etc. "

# APPLICATION

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

# COMMUNITY DEVELOPMENT APPLICATION

**Date:** November 15, 2013

**Project Name:** Thompson River Ranch Filing 3

**Application is for:** **Annexation** **Zoning** **x Subdivision** □ **USR** □ **Cond. Use** □ **Other** _____

**Landowner:** MREC Colorado Land Investments, LLC

**Address:** 4908 Tower Road; Denver, CO 80249

**Telephone:** (303) 486-8500

**Authorized Representative:** Chad Ellington

**Address:** 4908 Tower Road; Denver, CO 8049

**Telephone:** (303) 486-8567; **E-Mail:** CEllington@Oakwoodhomesco.com

**Landowner Authorization:**

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

Chad M. Ell

Signature of Landowner

Signature of Landowner

STATE OF COLORADO )
)ss
COUNTY OF )

The foregoing application was subscribed and sworn to before me this 13th day of November, A.D., 2013, by Chad M. Ellington.

Witness my hand and official seal.

My commission expires: 6/17/2016

KAREN L. WILBURN NOTARY PUBLIC STATE OF COLORADO

Karen L. Wilburn
Notary Public

REV. 2-11

# FINAL PLAT

FINAL PLAT OF

# THOMPSON RIVER RANCH FILING NO. 3

## BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, EXCEPT ANY EXISTING PUBLIC STREETS, ROADS OR HIGHWAYS, WHICH PROPERTY IS DESCRIBED AS THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING ADDITIONALLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE EAST QUARTER CORNER OF SAID SECTION 22, WHENCE THE SOUTH 1/16 CORNER OF SECTION 22/23 SAID SECTION 22 BEARS S00°23'16"W A DISTANCE OF 1310.59 FEET;
THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY LINES OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22:

1) S00°23'16"W A DISTANCE OF 1310.59 FEET;
2) THENCE S89°48'57"W A DISTANCE OF 1306.37 FEET;
3) THENCE N00°13'03"W A DISTANCE OF 1311.37 FEET;
4) THENCE N89°51'10"E A DISTANCE OF 1320.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 39.524 ACRES, MORE OR LESS

SAID PARCEL CONTAINS A GROSS AREA OF 39.52 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY ON RECORD OR EXISTING, AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHT-OF-WAYS AND EASEMENTS, AS SHOWN ON THIS MAP; AND DO HEREBY DESIGNATE AND DEDICATE (1) ALL SUCH RIGHT-OF-WAYS AND EASEMENTS, OTHER THAN UTILITY EASEMENTS AND PRIVATE EASEMENTS, TO AND FOR PUBLIC USE, EXCEPT WHERE INDICATED OTHERWISE ON THIS MAP; AND (2) ALL SUCH UTILITY EASEMENTS TO AND FOR THE PUBLIC USE FOR THE INSTALLATION AND MAINTENANCE OF UTILITY, IRRIGATION AND DRAINAGE FACILITIES; AND DO HEREBY DESIGNATE THE SAME AS "THOMPSON RIVER RANCH FILING NO. 3".

MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____
SIGNED

ACKNOWLEDGMENT:

STATE OF _____ )
) SS
COUNTY OF _____ )

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

_____

WITNESS MY HAND AND OFFICIAL SEAL.

BY _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PLANNING AND ZONING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____.

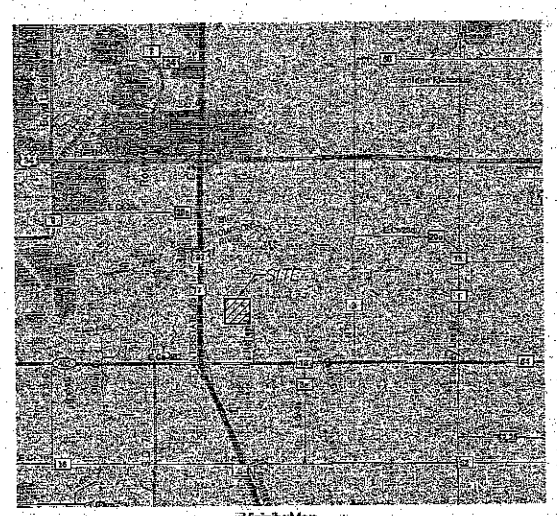
_____
CHAIRMAN, PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY THE TOWN OF JOHNSTOWN AND THAT THE MAYOR OF THE TOWN OF JOHNSTOWN ACCEPTS ALL PUBLIC STREET, EASEMENTS, RIGHT-OF-WAY AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USE FOR ALL PURPOSES INDICATED HEREON.

_____ _____
MAYOR DATE

_____
ATTEST



Vicinity Map

SCALE: 1" = 3000'

GENERAL NOTES:

1. UTILITY EASEMENTS: A 10 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG THE FRONT PROPERTY LINE OF RESIDENTIAL LOTS. A 5 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG THE REAR PROPERTY LINE OF RESIDENTIAL LOTS. A 10 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG ALL LOCAL STREETS EXCEPT AS SHOWN HEREON.
2. BLANKET EASEMENTS: TRACTS A, B, C, AND D ARE DEDICATED AS BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITY, AND LANDSCAPE EASEMENTS. ALL BLANKET EASEMENTS ARE SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD.
3. TRACTS A, B, C, AND D ARE OWNED AND MAINTAINED BY THOMPSON CROSSING METRO DISTRICT (TCMD) #6.
4. TRACT E IS OWNED BY MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY

SURVEY NOTES:

1. BASIS OF BEARINGS
BEARINGS ARE ASSUMED AND ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO AS BEARING N89°51'10"E BETWEEN THE MONUMENTS SHOWN HEREON.

2. UNIT OF MEASUREMENT
THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET.

3. STATUTE OF LIMITATIONS
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

4. TITLE COMMITMENT NOTE
THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY MERRICK & COMPANY TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD MERRICK & COMPANY RELIED UPON TITLE COMMITMENT NUMBER 959991, PREPARED BY STEWART TITLE GUARANTY COMPANY, DATED MARCH 5, 2013 AT 5:00 P.M.

SCHEDULE B - SECTION 2 EXCEPTIONS

9. Reservation of all oil, coal and other minerals in the instrument recorded May 19, 1894 in Book 101 at Page 236, together with the appurtenant rights to use the surface. (This exception does not affect the property)

NOTE: The Company makes no representation as to the present ownership of this interest.

10. Right of Way Conveyance recorded March 10, 1947 in Book 830 at Page 280. (This exception does not affect the property)
11. Agreement recorded April 19, 1962 in Book 1169 at Page 357. (This exception does not affect the property)
12. Right of Way recorded February 24, 1949 in Book 868 at Page 307. (This exception does not affect the property)
13. Right of Way Easement recorded April 24, 1990 at Reception No. 90015614. (This exception does not affect the property)
14. Boundary Line Adjustment and Agreement recorded July 12, 2001 at Reception No. 20010056788. (This exception does not affect the property)
15. Agreement recorded July 12, 2001 at Reception No. 20010056791. (This exception does not affect the property)
16. Easements, notes, covenants, restrictions and rights-of-way as shown on the Plat of Robbins Minor Land Division #05-S2485, recorded December 1, 2005 at Reception No. 2005-0101409. (This exception does not affect the property)
17. Existing leases and tenancies. (This exception does not affect the property)
18. Right of proprietor of vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded August 24, 1893 in Book 86 at Page 106. (This exception affects the property but is not plottable)
19. Existing leases and tenancies. (This exception affects the property but is not plottable)
20. The following matters disclosed by ALTA/ACSM Land Title Survey dated February 19, 2013, prepared by Aztec Consultants, Inc. as Job Number 19312-22, affecting Parcel A, to wit:

a) Encroachment of fencing into easements recorded at Reception Nos. 2005-0101409 and 90015614.
b) Fence lines do not coincide with the boundary lines of subject property.
c) Building overhang falls 10.7 feet outside of subject property adjacent to the Westerly property line.
d) Drainage swales exist on subject property and are not located within recorded easements.

(This exception does not affect the property)

21. The following matters disclosed by ALTA/ACSM Land Title Survey dated February 19, 2013, prepared by Aztec Consultants, Inc. as Job Number 19312-21, affecting Parcel B and B-1, to wit:

a) Ditches of varying widths located on subject property and the rights of others in and to the use of said ditches.
b) Fence lines do not coincide with the boundary lines of subject property.

(This exception affects the property but is not plottable)

5. DATE OF SURVEY
THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 7, 2014.

6. RESTORE PROCEDURE
PROCEDURES USED TO RESTORE THE FOLLOWING ALIQUOT CORNER:
A) A 3/4" ALUMINUM ROD WITH NO CAP WAS FOUND AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. TIES PER MONUMENT RECORD BY LARRY G. INTERMILL FILED FEBRUARY 16, 2000 WERE FOUND AND USED TO RESTORE THE CORNER.

7. SURVEYORS STATEMENT
I, KENNETH G. QUELLETTE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THE SURVEY (AS DEFINED IN 12-25-202(6)(A), C.R.S.) AND THIS RESULTING PLAT WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THAT THIS PLAT AND THE NOTES SHOWN HEREON ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

KENNETH G. QUELLETTE, PLS-24673
DATE: JANUARY 16, 2014
JOB NO. 65118200
FOR AND ON BEHALF OF
MERRICK & COMPANY

| NO | REVISION DESCRIPTION | BY | CHECKED BY | APPROVED BY |
|---|---|---|---|---|

MERRICK & COMPANY
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

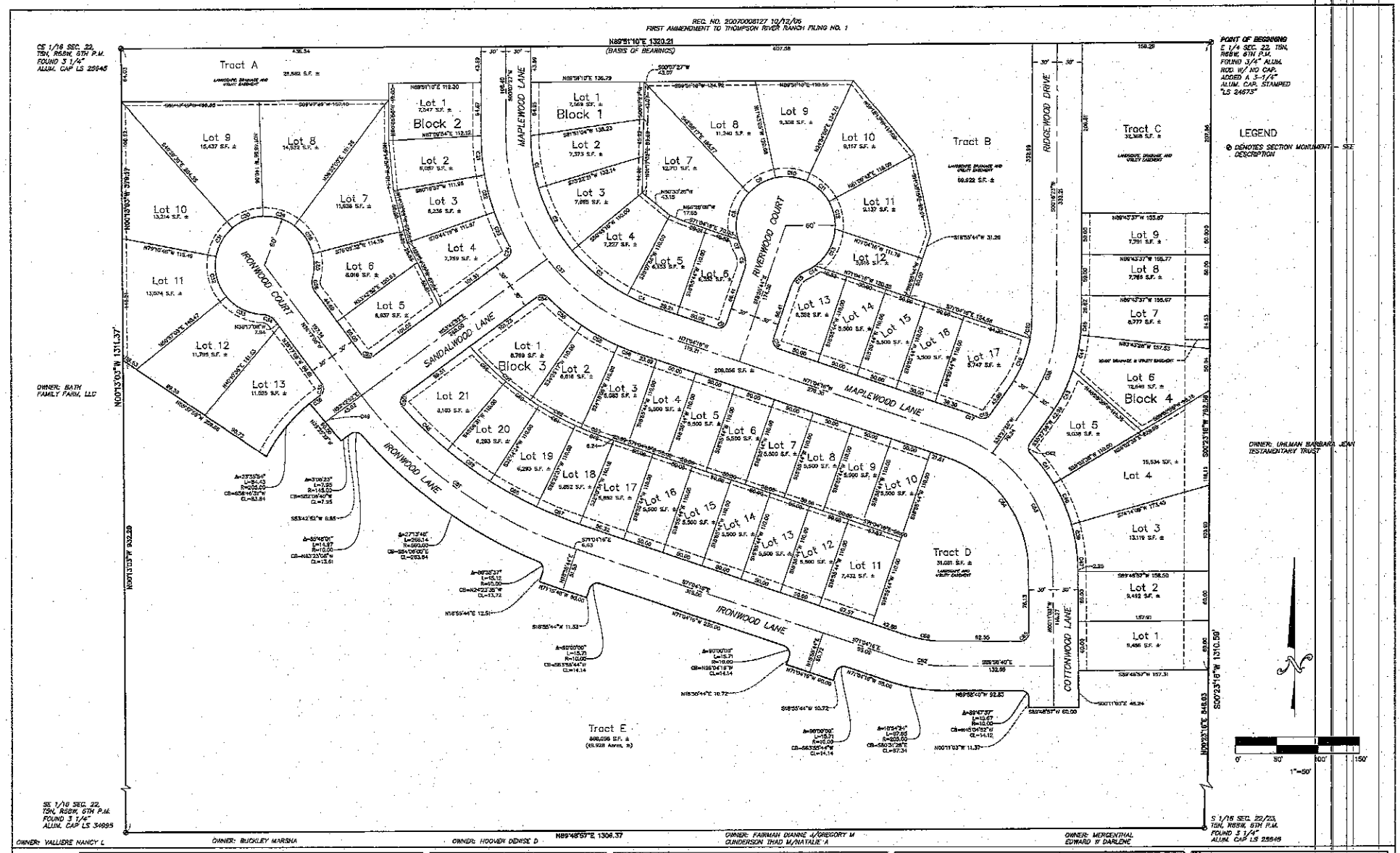
| MERRICK | SIGNATURE | DATE |
|---|---|---|
| DRAWN | | |
| CHECKED | | |
| QC REVIEW | | |
| APPROVED | | |
| CLIENT | SIGNATURE | DATE |
| REVIEW | | |
| APPROVED | | |

JOB NO. R0002166PPF02_Phase1

CLIENT PROJECT NO.
MERRICK PROJECT NO. 65118200
SCALE:

TITLE: THOMPSON RIVER RANCH FIL. NO. 3
BEING A SUBDIVISION OF THE
NE 1/4 SE 1/4 SEC. 22,
T.5 N, R 68 W, 6TH PM
LARIMER COUNTY, COLORADO

SIGNATURE | DRAWING NO. | SHEET NO. 1 OF 3




MERRICK & COMPANY

| | |
|---|---|
| CLIENT PROJECT NO. | |
| MERRICK PROJECT NO. | 65118200 |
| SCALE: | 1"=50' |

THOMPSON RIVER RANCH FIL. NO. 3
BEING A SUBDIVISION OF THE
NE 1/4 SE 1/4 SEC. 22,
T 5 N, R 68 W, 6TH PM
LARIMER COUNTY, COLORADO

2 OF 3

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C1 | 64.32 | 220.00 | 16°45'06" | S 81°19'05" E | 64.09 |
| C2 | 86.83 | 220.00 | 22°37'12" | S 37°26'18" E | 86.29 |
| C3 | 86.83 | 220.00 | 22°37'12" | S 60°03'30" E | 86.29 |
| C4 | 38.34 | 220.00 | 9°22'14" | S 66°22'07" E | 38.30 |
| C5 | 15.71 | 10.00 | 90°00'00" | N 63°55'44" E | 14.14 |
| C6 | 26.00 | 30.00 | 47°37'49" | N 45°31'11" W | 25.64 |
| C7 | 13.27 | 60.00 | 12°40'15" | S 22°23'07" E | 13.24 |
| C8 | 60.65 | 60.00 | 57°54'28" | S 12°53'47" W | 58.10 |
| C9 | 38.12 | 60.00 | 36°23'53" | S 60°04'36" W | 37.48 |
| C10 | 38.35 | 60.00 | 36°39'23" | N 83°24'33" W | 37.70 |
| C11 | 33.87 | 60.00 | 36°16'11" | N 46°36'08" W | 33.34 |
| C12 | 34.22 | 60.00 | 32°40'41" | N 12°29'38" W | 33.76 |
| C13 | 52.44 | 60.00 | 50°08'00" | N 25°01'02" E | 50.76 |
| C14 | 13.27 | 60.00 | 12°40'11" | N 60°13'27" E | 13.24 |
| C15 | 25.00 | 30.00 | 47°37'49" | S 45°31'11" W | 25.64 |
| C16 | 15.71 | 10.00 | 90°00'00" | S 26°04'16" E | 14.14 |
| C17 | 20.80 | 203.00 | 5°46'53" | N 68°06'50" W | 20.80 |
| C18 | 13.94 | 10.00 | 79°56'16" | N 79°06'16" E | 12.76 |
| C19 | 63.10 | 148.00 | 25°33'41" | N 22°36'24" E | 62.59 |
| C20 | 25.67 | 145.00 | 10°08'25" | N 5°30'31" E | 25.63 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C21 | 47.88 | 203.00 | 9°43'39" | S 4°46'18" E | 47.79 |
| C22 | 46.89 | 203.00 | 9°35'28" | S 14°27'32" E | 46.81 |
| C23 | 46.13 | 203.00 | 9°28'57" | S 23°29'00" E | 46.10 |
| C24 | 14.38 | 10.00 | 82°25'10" | N 12°00'17" E | 13.18 |
| C25 | 15.71 | 10.00 | 90°00'00" | S 81°17'28" E | 14.14 |
| C26 | 17.91 | 30.00 | 34°18'04" | S 10°37'37" E | 17.64 |
| C27 | 30.24 | 60.00 | 28°52'24" | N 0°35'44" E | 29.92 |
| C28 | 41.15 | 60.00 | 39°17'33" | N 32°29'14" W | 40.35 |
| C29 | 40.51 | 60.00 | 38°40'56" | N 72°26'28" W | 39.74 |
| C30 | 40.51 | 60.00 | 38°40'56" | S 69°50'36" W | 39.74 |
| C31 | 40.51 | 60.00 | 38°40'56" | S 30°09'40" W | 39.74 |
| C32 | 32.22 | 60.00 | 49°32'08" | S 14°06'33" E | 31.26 |
| C33 | 50.63 | 60.00 | 48°33'13" | S 63°18'35" E | 49.14 |
| C34 | 17.91 | 30.00 | 34°18'04" | N 81°56'40" W | 17.64 |
| C35 | 15.94 | 10.00 | 91°20'16" | N 9°21'00" E | 14.31 |
| C36 | 16.02 | 203.00 | 4°31'35" | S 53°46'46" W | 16.02 |
| C37 | 316.05 | 250.00 | 71°11'43" | S 35°18'25" E | 296.04 |
| C38 | 107.43 | 175.00 | 35°11'33" | S 17°52'50" W | 105.81 |
| C39 | 55.74 | 203.00 | 15°44'48" | N 7°58'32" W | 55.57 |
| C40 | 54.36 | 203.00 | 15°11'31" | N 23°21'37" W | 54.20 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C41 | 46.00 | 203.00 | 12°37'22" | N 37°33'03" W | 45.90 |
| C42 | 13.94 | 10.00 | 79°16'40" | S 41°02'34" E | 12.76 |
| C43 | 60.01 | 203.00 | 16°56'25" | N 35°39'44" E | 60.39 |
| C44 | 43.63 | 203.00 | 12°19'00" | N 12°24'02" E | 43.75 |
| C45 | 21.48 | 203.00 | 6°03'08" | N 3°16'32" E | 21.47 |
| C46 | 60.13 | 402.76 | 8°33'34" | S 68°14'55" E | 60.10 |
| C47 | 55.74 | 203.00 | 15°44'48" | N 7°58'32" W | 55.57 |
| C48 | 76.09 | 500.00 | 8°43'10" | S 43°31'55" E | 76.01 |
| C49 | 8.59 | 175.00 | 2°48'23" | S 52°04'40" W | 8.59 |
| C50 | 10.56 | 10.00 | 84°53'13" | N 6°16'15" E | 14.73 |
| C51 | 330.03 | 330.00 | 34°35'30" | S 63°46'21" E | 325.13 |
| C52 | 57.75 | 175.00 | 18°54'24" | S 80°31'28" E | 57.49 |
| C53 | 216.51 | 175.00 | 70°53'13" | N 35°10'40" W | 202.96 |
| C54 | 14.26 | 10.00 | 81°45'26" | N 88°25'25" W | 13.08 |
| C55 | 53.05 | 250.00 | 12°51'02" | S 49°59'13" E | 52.95 |
| C56 | 60.63 | 250.00 | 6°56'13" | S 43°25'22" E | 60.77 |
| C57 | 60.63 | 250.00 | 6°56'13" | S 43°25'22" E | 60.77 |
| C58 | 50.27 | 250.00 | 10°17'12" | S 50°33'19" E | 50.20 |
| C59 | 26.28 | 250.00 | 5°52'21" | S 54°23'06" E | 26.25 |
| C60 | 37.58 | 250.00 | 8°36'15" | S 32°36'05" E | 37.55 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C61 | 50.14 | 330.00 | 7°27'57" | S 60°56'24" E | 50.10 |
| C62 | 50.14 | 330.00 | 7°27'57" | S 52°28'26" E | 50.10 |
| C63 | 36.97 | 330.00 | 6°25'25" | S 42°27'00" E | 36.96 |
| C64 | 179.40 | 145.00 | 70°53'13" | N 35°10'40" W | 168.17 |
| C65 | 15.74 | 10.00 | 90°12'23" | N 44°59'06" E | 14.17 |
| C66 | 47.85 | 145.00 | 18°54'24" | S 80°31'28" E | 47.63 |
| C67 | 56.27 | 500.00 | 6°26'53" | S 67°50'50" E | 56.24 |
| C68 | 64.28 | 500.00 | 7°21'57" | S 60°56'24" E | 64.24 |
| C69 | 64.29 | 500.00 | 7°21'57" | S 53°34'27" E | 64.24 |

| REV | REVISION DESCRIPTION | DATE | DRAWN BY | CHECKED BY | APPROVED BY |
|---|---|---|---|---|---|

MERRICK® & COMPANY

5613 Greenland Plaza Blvd., Greenland Village, CO 80111

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| MERRICK | SIGNATURE | DATE |
|---|---|---|
| DRAWN | | |
| DESIGNED | | |
| QC REVIEW | | |
| APPROVED | | |
| CLIENT | SIGNATURE | DATE |
| REVIEW | | |
| APPROVAL | | |
| DWG REF DATE | | |

CLIENT PROJECT NO.

MERRICK PROJECT NO. 65118200

SCALE: 1"=50'

THOMPSON RIVER RANCH FIL. NO. 3
BEING A SUBDIVISION OF THE
NE 1/4 SE 1/4 SEC. 22,
T 5 N, R 68 W, 6TH PM
LARIMER COUNTY, COLORADO

SIGNATURE | DRAWING NO. | SHEET NO. 3 OF 3

# REFERRAL COMMENTS

Town of
Johnstown

December 20, 2013

Oakwood Homes
4908 Tower Road
Denver, CO 80249
Attn: Chad Ellington

Re: Thompson River Ranch #3

Chad:

The referral and initial review phase is concluded, and comments are provided. Comments include any outstanding issues from the preliminary plat review. Should additional comments be received these will be forwarded to you. Should there be questions regarding the comments, please feel free to contact me or the Town Advisors and outside agencies.

As you are aware, the Daily and Robbins Annexation, which includes this parcel is scheduled for Town Council hearing on January 22, 2014. The plat may proceed through technical review and Planning and Zoning Commission consideration, but must wait for the annexation process to be concluded before preceding to Town Council. I anticipate that the water and sewer agreement and development agreement will be drafted and submitted to you in mid-January. Early grading will be permitted on the property as soon as the Town has jurisdiction.

1. Outstanding issues from preliminary plat:
    a. Traffic and access: (Refer to Traffic Engineer's report, CDOT comment) River Ranch Parkway to the I-25 Frontage Road. The acceleration lane on the I-25 Frontage Road from River Ranch Parkway will need to be included in the development agreement for this filing. The concern regarding additional traffic on local
    b. Street in Filing No. 1 has been addressed technically.

2. Final Plat comments:
    a. The location of the future access road to the east appears to be through the dwelling on the adjoining property. If this is the case, this access may work better internally and externally in the future to have the road offset to the north or south by the minimum 200'.
    b. Minor graphic changes are noted - please refer to Town Engineer comments.
    c. Street names appear acceptable, but are still in review.
    d. If possible, I would like to have a .pdf of the revised plat or (10 11x17 copies) for the P&Z packet by January 2, 2014.

3. Final PUD Development Plan: (Please refer to Town Engineer comments). The Final PUD will be reviewed by the JRC in accordance with the Design Guidelines. Initial review finds it to be satisfactory, but there may be additional comments before final approval.

4. Construction Drawings: Please refer to Town Engineer comments. I will need a revised Opinion of Cost for the Public Improvements Development Agreement.

Please continue to work with Town Advisors to resolve remaining concerns and questions. For the Planning and Zoning Commission public hearing on January 8, 2014, I will need a letter/e-mail which documents the responses to the Preliminary/Final Plat comments only - indicating issues have been resolved or will need to be addressed as special provisions in the development agreement.

Please let me know if you have questions,

Sincerely,

John Franklin
Town Planner

Attachments
Copies with attachments to Town Advisors, File

TST
CONSULTING ENGINEERS

December 12, 2013

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

RE: Daily Subdivision
(Thompson River Ranch Filing No. 3)
Final Plat Referral
TST Job. No. 127-042

Dear Mr. Franklin,

We have reviewed the referral package dated November 20, 2013 for the above referenced Project.

The package as submitted to and reviewed by our office consists of the following documents:

- Final Plat – Sheets 1 – 3, by Merrick & Company.
- Final Development Plan – Sheets 1 - 13, dated November, 2013, by Merrick & Company.
- Public Improvements Construction Plans (CD's) – 59 Sheets, dated 11/15/13, by Merrick & Company.
- Final Drainage Report, dated 11/15/13, by Merrick & Company.
- Stormwater Management Plan, dated 11/15/13, by Merrick & Company.
- Water Modeling Results - Letter Report, dated 11/22/13, by Merrick & Company.
- Engineer's Opinion of Probable Cost for required "Public Improvements".
- Geotechnical Site Development Study, dated 11/7/2006, by A.G. Wassenaar, Inc.
- Preliminary Plat Comments Response Letter, dated 11/26/13, by Merrick & Company.

We have the following comments:

## General Comments

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

2. The proposed Daily Subdivision is Filing No. 3 of the Thompson River Ranch (TRR) development. It consists of approximately 35.9 acres located immediately south of TRR Fil. # 1.

3. Some of our general observations from the submittal review are:

   **Public Water:** Public water service within TRR #3 will be provided by internally looped 8-inch water lines located in all of the streets within the subdivision. The TRR #3 water lines will connect into the 8-inch water main system in TRR #1 at two locations, one at each of the street extensions from TRR #1. The TRR #3 water system concept appears to be in general conformance with the Town Water Master Plan recommendations regarding main sizing and appears to meet general engineering practice. The provided Water Modeling Results Letter

Report documents that the proposed water system can supply required water demands, including meeting the following requirements: Peak hour demand residual water pressures will be at least 40 psi, and, residual pressure of at least 20 psi will be maintained at the max. day demand + ISO fire flow. We do have some questions regarding proposed fire hydrant locations/spacing shown in the engineering documents – which will need to be addressed prior to final engineering approvals. We also recommend the developer and/or his engineer provide the Town (and our office) with written concurrence/approval of the appropriate fire protection district.

**Public Sanitary:** The above referenced Overall Utility Plan indicates proposed 8-inch PVC public gravity sanitary mains within the public streets in TRR #3. The TRR #3 system will connect to and discharge into the existing gravity main system in Silverwood Drive in TRR #1 at two locations. As identified within the Town's Wastewater Utility Plan (Dec. 2008), TRR #1, and therefore the proposed TRR #3, is tributary to the Johnstown Low Point WWTP. According to the master plan, the Low Point WWTP was projected to have adequate capacity for the projected growth in its service area (even at a defined "high growth" rate), through approximately 2030. The proposed TRR #3 sanitary service plan appears acceptable at this time. However, prior to engineering plans approvals, specific review comments we will provide directly to the design engineer will need to be addressed.

**Stormwater Systems:** The overall overlot grading plans and overall proposed drainage system concept presented in the civil construction documents and the Final Drainage Report are generally acceptable. The Stormwater drainage will be conveyed by public street curb and gutters to a system of inlets, storm sewers and swales, and then into two inter-connected proposed storm water detention ponds near the north-east corner of the TTR #3 subdivision. The detention ponds are proposed to provide water quality detention and discharge at the historical 5-yr runoff rate, and to provide detention and discharge at no greater than the historical runoff rate for the 100-yr event. The discharge from the on-site detention facility is proposed to be directed to the existing swale along the south boundary of the TRR #1/north boundary of TRR #3 to the drainage system designed and installed with the TRR #1 development to direct the flows across the Hillsboro Ditch and then north-east to the Big Thompson River. The proposed TRR #3 storm water system plan appears acceptable at this time. However, prior to final engineering plans approvals, specific review comments we will provide directly to the design engineer will need to be addressed.

**Traffic Impact Study:** Per the Town's Supplemental Information check list, a preliminary traffic study is required with the preliminary plat package submittal. A preliminary traffic study was not included with the documents submitted for our review. From discussion with Dave Hattan, of FHU, we believe he may have seen the TIS, but that some of his concerns/comments may not yet be fully addressed – including potential need for addition of an acceleration lane at the exit from TRR #1 onto the I-25 Frontage Road (as a result of the projected additional traffic volumes from TRR #3.

**Specific Comments By Document**

**Final Plat:**

The document appears to address the requirements identified in Sec. 17-83 (a) of the Town's Subdivisions Ordinance, with the following comments:

1. Sheet 1 of 3:

    a. The Plat, when submitted for signatures following Town approval, must be signed and sealed by the land surveyor [ re: Sec. 17-83(a)(11) ].

    b. A "Certification of title showing that the applicant is the land owner." is required, and does not appear to be included [ re: Sec. 17-83(a)(13) ].

2. Sheet 2 of 3: The curve callout (C77) at the north-westerly corner of Block 4, Lot #5 is not legible. This should be corrected.

3. Concurrent with platting for the Daily Subdivision (Thompson River Ranch #3), the plat for TRR #1 needs to be revised to allow for the street, water and sanitary sewer connections from TRR #3 into Silverwood Drive in TRR #1.

    a. Existing TRR #1 Block 14, Lots 30, 31 & 32 are eliminated, new Tracts A & B are created, and additional property appears to be added to Lots 29 & 33 for the Maplewood connection.

    b. Existing TRR #1 Block 14, Lots 44 & 45 are eliminated, new Tract C is created, and additional property appears to be added to Lots 43 & 46 for the Ridgewood Drive connection.

    The Town may wish to require the plat amendment(s) for TRR #1 occur concurrent with the TRR #3 platting.

**Final Development Plan:**

1. Sheet 2, Note #11: The note discusses street lighting, and references "a maximum level of +/- foot candle." but does not include the applicable foot candle value.

2. Sheet 4:

    a. Landscape Type Summary & Requirements – Note #2: It appears "... in title area." should be "... in total area."

    b. Maintenance Obligation Statement #3 and Landscape Note #16 appear to be duplicates, and one may be able to be eliminated.

c. Maintenance Obligation Statement #2 references a "regional 10' wide concrete trail" that is the Town's maintenance responsibility. However, said "regional 10' wide concrete trail" does not appear to be shown, nor labeled, in these plans. Clarification would be appropriate. If not applicable to this Project, Note #2 should be removed.

d. A number of potential typographical items were noted, as follows:
   i. Development Obligation Statement #2 – "...town of Johnstown." should be "... Town of Johnstown."
   ii. Landscape Note #3 – "... pruning may be result..." should be "...pruning may result...".
   iii. Landscape Note #5 – Wording suggests part of this note may have been left out.
   iv. Landscape Note #11 – Appears to be several extra "spaces" included in the note.

3. Sheet 5 – Tree Disposition Plan includes circled numbers which appear to represent the Plat Block Numbers. It may be appropriate to include a "KEY", or label(s) to clarify.

4. Sheet 6 – Fencing and Monument Plan: Open Rail Fence is shown along the northern boundaries of most of the lots adjacent to Tract A and B, except for Block 1 – Lot #2 and Block 2 – Lot No. 1. Also, Open Rail Fence is not shown along the north boundary of Block 4 – Lot #9. The Town may wish to recommend addition of the Open Rail Fence along these three lots for consistency.

5. Sheets 7 & 8 – Site and Landscape Plan

   a. A number of Patmore Ash trees are proposed. The Emerald Ash Borer has recently been detected in Colorado (in the City of Boulder in September, 2013). The developer and/or Town may wish to consider/reconsider whether an alternate to the proposed Ash tree(s) may be desirable.

   b. The Landscape Legend includes both "Turf Grass" and "Native Grass Mix". However, the included hatching does not show up well, and better clarification of the applicable area(s) on the Plan View may be advisable.

6. Sheet 11 – Plant Palette: The "Quantity" column is listed with all "0" values.

**Public Improvements Construction Plans (CD's):**

We have reviewed the initial submittal of the CD's, and have a number of specific technical comments. Rather than listing those engineering comments herein, we will meet with the Design Engineer (Merrick) separately to present and discuss our comments. The CD's will need to revised as necessary to address those comments, and the revised plans re-submitted for further review. The applicable comments/issues will need to be resolved and addressed satisfactorily prior to final engineering approval(s) of the Construction Plans.

**Final Drainage Report:**

We have reviewed the initial submittal of the Final Drainage Report. As with the CD's, we have a number of specific technical comments. Rather than listing those engineering comments herein, we will meet with the Design Engineer (Merrick) separately to present and discuss our comments. The Drainage Report will need to revised as necessary to address those comments, and the revised Report re-submitted for further review. The applicable comments/issues will need to be resolved and addressed satisfactorily prior to final engineering approval(s) of the Drainage Report.

**Stormwater Management Plan (SWMP):**

The applicant (via Merrick) has prepared a Stormwater Management Plan, in conformance with Colorado Department of Public Health & Environment (CDPHE) requirements, has submitted the SWMP and application to CDPHE, and effective 10/29/13, received CDPHE Certification (Permit No. COR030000, Certification No. COR03L365) for the Daily Subdivision Project. We have no additional comments on this document.

**Water Modeling Results - Letter Report:**

As noted in our Preliminary Plat referral comment letter, Part III – Water System of the adopted Design Criteria & Construction Regulations require the developer and/or his engineer provide documentation that the proposed public water system will meet the following requirements:

(1) Concurrence/approval of the appropriate fire protection district.
(2) Water system analysis documenting:
  (a) Peak hour demand residual water pressures will be at least 40 psi.
  (b) Residual pressure of at least 20 psi will be maintained at the max. day demand + ISO fire flow.
  (c)

The provided Water Modeling Results - Letter Report (copy attached) provides the requested peak hour and residual pressure documentation, and indicates the proposed system will meet, or exceed, the above minimum requirements.

**Engineer's Opinion of Probable Cost:**

An engineer's opinion of probable cost of $4,226,331.61 (copy attached) has been provided for overlot grading and construction of the required infrastructure (streets & sidewalks and associated signage, storm sewer system, water main system, and sanitary sewer system). A few of the utilized unit prices seem slightly higher than we would anticipate, which may result in a slightly "conservative" overall estimate. Additionally, based on our pending comments to the Design Engineer regarding the Construction Plan and Drainage Report, some of the unit quantities in the estimate may need to be revised. Generally speaking, however, we anticipate the net impact to the overall Project Total should be minimal (e.g. +/- 2-4%). Accordingly, we take no exception to the Project estimate provided. However, we do recommend a final "revised" estimate be provided to the Town based on the final "approval" version of the Civil CD's and Drainage Report.

**Geotechnical Site Development Study:**

The Study contains a number of site development recommendations based soil borings for the current site. It also notes that once the overlot grading and general site preparation is completed, additional site testing will be necessary prior to final pavement design. The finding/recommendations within the report do not raise any significant concerns, nor do they appear to be out of the ordinary for general subdivision development in this area. Accordingly, provided the site is developed in general conformance with the Geotechnical recommendations contained within the report, we do not anticipate any major geotechnical associated issues for the proposed development.

**Recommendation**

We have noted some concerns/issues in the comments above. We recommend these issues be addressed and resolved to the satisfaction of the Town prior to Town approval of the Final Plat for the Thompson River Ranch – Phase 3 (Daily Subdivision). Additionally, we recommend that if the Town should elect to grant Final Plat approval prior to confirmation of resolution of all of the engineering concerns on the Construction Plans and Drainage Report that the subject plat approval be granted contingent upon final engineering approvals also being obtained.

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

Sincerely,

TST INC. OF DENVER

Gregory A. Weeks, PE, LEED ® AP

Enclosures: Engineers Opinion of Probable Cost Estimate
Water Modeling Results Letter Report

FELSBURG
HOLT &
ULLEVIG

*engineering paths to transportation solutions*

November 26, 2013

**MEMORANDUM**

TO: John Franklin

FROM: David E. Hattan, P.E.

SUBJECT: Review of Traffic Impact Analysis
PROJECT: Thompson River Ranch Addition - Filing No. 3
FHU # 99-201

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I have reviewed the response letter prepared by Delich Associates (October 2013) which addressed my review memorandum of October 17, 2013. Filing No. 3 would be an addition to the original development and is located to the south of Silverwood Drive. As such, existing residential streets will be used for access to River Ranch Parkway.

Residential Street Traffic - The first concern is the additional traffic that Idlewood Lane, Maplewood Lane, and Pinewood Drive will experience due to the 135 residents included in Filing No. 3. The calculated daily capacity of a local, residential road often exceeds the amount of traffic that adjacent residences can accept. The *Larimer County Transportation Plan* (2006) shows that the daily capacity of a two-lane road in an urban area can be approximately 3,700 vehicles per day (vpd). The *Johnstown Transportation Master Plan* (February 2008) states the following:

> "The goal for local streets in residential areas in Johnstown is that these neighborhood streets should be safe for children, comfortable for bicycling, and pleasant to walk along. Street widths are as narrow as possible, while providing for legitimate safety and emergency vehicle consideration... This (*local street cross*) section is appropriate for volumes up to 800 to 1,000 vpd."

This criterion was established in the *Transportation Master Plan* based on the experience of traffic engineers in the western states. It is based on their experience in gaining feedback from residents concerning traffic and livability issues.

The volumes that the Delich report (*Thompson River Ranch Addition – Transportation Impact Study*, September 2013) shows on these three residential streets do not exceed 900 vpd south of Ridgewood Drive. North of Ridgewood Drive, Idlewood Lane is forecasted to carry 1,960 vpd on this one block stretch. There is one home on each side of Idlewood Lane in this stretch. The one home that has been constructed fronts onto Ridgewood Drive and has a side yard along Idlewood Lane. It can be expected that the home west of Idlewood Lane will have the same configuration.

From a technical standpoint and from the guidance found in the *Johnstown Transportation Master Plan,* the volumes on the three residential streets that are the primary conduits for the additional traffic generated by Filing No. 3 are not excessive. It is up to Town staff and appointed and elected officials to determine if the additional traffic on existing and planned streets that is proposed by Filing No. 3 is too close to or will exceed a reasonable livability standard for the adjacent residents.

6300 South Syracuse Way, Suite 600 Centennial, CO 80111 tel 303.721.1440 fax 303.721.0832
www.fhueng.com info@fhueng.com

Frontage Road Intersection – In the Delich response to my October 18th memorandum, it concurs with the need for future evaluation as to whether a westbound to northbound right turn acceleration is necessary. The response states that the acceleration lane is not needed currently since the opposing traffic northbound on the Frontage Road is too low. CDOT has requested that the long-term (20-year) need for this lane be assessed.

Figure 15 (long range volume forecasts) of the original traffic study for Thompson River Ranch (Delich Associates, November 2004) shows that there will be sufficient opposing traffic on the Frontage Road (AM Peak = 195 vph, PM Peak – 307 vph) to exceed the guidelines for roadway with a Frontage Road classification (more than 120 vph). The *State Highway Access Code* also requires an acceleration lane when the right-turning volume exceeds 50 vph. The right-turning volume in the 2004 Delich is exactly 50 vph, which is probably why the lane was not constructed when the intersection was originally built. Adding any of the forecasted volume from Filing No. 3 at this intersection (Figure 9 from the September 2013 Delich report for Filing No. 3) will mean that the guideline is met. Therefore, this lane should be constructed as an element of Filing No. 3. Waiting for the entire street network to be built (as is suggested in the Delich letter) will mean that this lane might need to be funded by either the Town of Johnstown or CDOT.

Please call if you have any questions or need additional information.

# NOTES

**DATE: 03/17/14**

**AGENDA ITEM 9D**

# THOMPSON RIVER RANCH FILING No. 3

# (Public Improvements Development Agreement)

## TOWN COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** March 17, 2014

**ITEM NUMBER:** 9D

**SUBJECT:** Consider Public Improvements Development Agreement- Thompson River Ranch Filing No. 3

**ACTION PROPOSED:** Consider Approval of Public Improvements Development Agreement for Thompson River Ranch Filing No. 3

**PRESENTED BY:** Mr. John Franklin, Town Planner and Mr. Russ Anson, Town Attorney

**AGENDA ITEM DESCRIPTION**: The Final Plat for Thompson River Ranch Filing No. 3 was approved earlier in tonight's agenda. The Public Improvements Development Agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved previously by the Council. The Agreement requires the Developer to install public improvements at the Developer's cost in accordance with the Town's specifications.

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

**FINANCIAL ADVICE:** N/A

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

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the public improvements development agreement for Thompson River Ranch Filing No. 3.

**For Denial:** I move to deny approval of the public improvements development agreement for Thompson River Ranch Filing No. 3.

**Reviewed:**

**Town Manager**

# AGREEMENT

# PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT FOR TOWN OF JOHNSTOWN (THOMPSON RIVER RANCH, FILING NO. 3)

**THIS AGREEMENT,** made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation, (hereinafter referred to as the **"Town"**) and **MREC COLORADO LAND INVESTMENTS, LLC,** a Delaware limited liability company (hereinafter referred to as **"Developer"**);

**WITNESSETH:**

**WHEREAS,** the Developer is the owner/contract purchaser of a parcel of land (hereinafter referred to as the **"Development"**) situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on the attached **Exhibit "A",** and is incorporated herein by this reference; and

**WHEREAS,** the Developer has designated the Development as Thompson River Ranch, Filing No. 3, of which Developer is the fee simple owner. A copy of the development plan or subdivision plat is attached as **Exhibit "B-1"** and incorporated herein by this reference; and

**WHEREAS,** the Developer will develop the entire Development in multiple phases; and

**WHEREAS,** the Developer has agreed to undertake and complete the Development in accordance with the Town's requirements and conditions for approval of the subdivision plat or development plan, including but not limited to the ordinance or resolution which is attached hereto as **Exhibit "B-2"** and incorporated herein by this reference; and

**WHEREAS,** "Filing No. 3" constitutes a portion of the development commonly known as Thompson River Ranch.

**WHEREAS,** the Developer agrees and acknowledges that the expenses and Public Improvements to be furnished by the Developer hereunder are reasonable, necessary, appropriate, and directly benefit the Development contemplated herein.

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

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

(a) **"Developer"** includes the owner and/or owners of the land described in **Exhibit "A"** and any of the owner(s), agents, representatives, heirs, successors or assigns, of any of the property described in **Exhibit "A"** provided that individuals who are agents or representatives of any owner shall not be personally liable under this Agreement;

(b) **"Development"** means all the property, property rights and improvements within the legal description in **Exhibit "A"**;

(c) **"Each Phase"** means each separate phase of the Development for which all necessary Public Improvements shall be completed as described on the attached **Exhibit "C"**;

(d) **"Maintenance Guarantee"** shall mean a guarantee that the Public Improvements constructed shall be free from defects.

(e) **"Filing No. 1"** means the property, property rights, and improvements within the legal description, **Exhibit "A-1"**.

(f) **"Town"** means the Town of Johnstown, Colorado.

(g) **"Town Manager", "Town Attorney",** and **"Town Treasurer"** shall include their authorized designees;

(h) **"Town Official"** includes the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner, and their authorized designees;

2. **Public Improvements**: The Developer shall design, construct, and install at its own expense, the Public Improvements for the Development as required by **Exhibit "B"** (the Developer Requirements) and as described on Exhibit B-3 (Additional Terms, Conditions or Provisions) and Exhibit "C" (the Schedule of Public Improvements), attached hereto and incorporated herein by this reference and hereinafter referred to as the "Public Improvements." Once construction begins, Developer agrees to keep the Town Manager and Town Engineer informed by weekly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.1 Except as otherwise may be provided in Exhibit B-3, no building permit for any structure within any individual phase shall be issued by the Town until all individual phase Public Improvements, including, but not limited to, water lines, fire hydrants, curb, gutter, sanitary sewer, streets, paving (weather permitting), landscaping, and fencing serving such structures have been

completed and the Town having received developer's design engineer's certification that all Public Improvements have been installed per design and written confirmation by the Town Engineer. Certain Public Improvements such as street signs, street lighting, and sidewalks or other Public Improvements need not be installed prior to issuance of building permits if, in the opinion of the Town Engineer, they are not critical, but they must be installed prior to the issuance of a Certificate of Occupancy.

2.2 Once the required Public Improvements have been completed, the Performance Guarantee described in paragraph 4.3 may also be reduced to 110% of the estimated cost of the remaining non-completed Public Improvements provided the Town receives from the developer's design engineer certification to the completion of the required Public Improvements and as to cost of non-completed Public Improvements with review by the Town Engineer.

2.3 To provide for emergency vehicular access, no building permits shall be issued for any structure located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a single point of vehicular access unless an approved temporary second point of vehicular access is provided. Except as otherwise provided herein, the Town shall not issue building permits, or install water meters unless: (1) the Public Improvements serving the applicable phase, except for those not required pursuant to paragraph 2.1, have been initially accepted by the Town Engineer; (2) the progress of work on the Public Improvements throughout the Development are satisfactory to the Town -- progress will be deemed "satisfactory" if it is consistent with the phasing plan approved by the Town; (3) meter and curb stop pass inspection; and (4) all terms of this Agreement have been faithfully kept by the Developer.

2.4 Developer shall provide for construction and installation of privately owned and maintained improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks and open space, trails, postal service boxes, and school bus stop shelters.

Developer shall contract for installation of any or all so-called "dry utilities" including, but not limited to, electricity, including street lights, natural gas, cable, and telephone, prior to issuance of a building permit.

Completion of improvements. Prior to issuance of a building permit in any phase of the Development, the Town shall determine if all required public and private improvements and dry utilities have been completed in accordance with the approved plans and standards. Public improvements shall be further subject to initial acceptance and warranty requirements. Between December 1 and March 1, the Town may allow Developer to defer construction of public or private landscape improvements provided that sufficient surety in the form of a letter of credit is submitted to the Town.

3. ***Completion of Public Improvements:*** For each phase, the obligation of the Developer provided for herein shall be performed on or before the Estimated Completion Date set forth in the Exhibit "C," "Schedule of Public Improvements", and in no event shall Development for each phase be completed later than eighteen (18) months from the start date of construction of each phase unless such time is extended for reasons beyond the reasonable control of Developer and Developer has obtained the written consent of the Town Manager.

3.1 ***Standards and Specifications***: Construction of the Public Improvements shall be in strict conformance with the plans and specifications which are to be reviewed by the Town Engineer and with all policies, ordinances, standards and specifications adopted by the Town relating thereto. The Town's review and approval of the plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation (other than negligent designs which are required by the Town over the objection of Developer).

3.2 ***Testing***: Developer shall employ, at its own expense, a qualified independent testing company, which is to be approved by the Town Engineer, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer.

3.3 ***Inspection***: At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost and all materials and work must conform to the approved plans and specifications on file with the Town. Any material or work not conforming to the approved Town plans, standards, and specifications shall be promptly removed, repaired or replaced, at the Developer's expense and to the satisfaction of the Town Engineer.

3.4 ***Utilities:*** Developer shall furnish proof that all proper conveyances and arrangements have been made for the installation of streets, street lights, sidewalks, water, sanitary sewer, gas, electricity, cable television, telephone services, drainage facilities and other Public Improvements. An acceptable form of proof are copies of contracts for installation/construction for each improvement.

4. ***Initial Acceptance***: Developer shall make written application to the Town Manager and Town Engineer for initial acceptance of the Public Improvements ("Initial Acceptance") within thirty (30) days of their actual completion date. After the receipt of said written application, the Town Engineer will use reasonable efforts to promptly inspect the Public Improvements and prepare a detailed written description of all Public Improvements which are not in compliance with plans and specifications previously approved by the Town, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen

engineering design issues and deliver that description to the Developer. After curing such defects as are noted on the written statement provided by the Town Engineer to the Developer, the Developer shall make written application to the Town for re-inspection of the Public Improvements, and the Town Engineer or his designee will use reasonable efforts to promptly re-inspect such Public Improvements. The Town will use its best efforts to issue its Initial Acceptance, or to advise the Developer of any defects, within ten (10) days after the Developer has submitted its written application and the drawings, affidavit and, if required, lien waivers described in Sections 4.1 and 4.2 (and, if any defects are identified by the Town and cured by the Developer, the Town will use its best efforts to issue its Initial Acceptance within ten (10) days after the Developer has made written application for re-inspection).

4.1 Before Initial Acceptance of the Public Improvements by the Town, Developer shall furnish to the Town Manager one set of reproducible "as built" drawings, certified as to accuracy by the Developer's final affidavit of the Public Improvements' construction cost and attach verification reasonably satisfactory to the Town.

4.2 Before Initial Acceptance by the Town, the Developer shall provide the Town Manager with a final affidavit, signed by the Developer, that the Public Improvements have been paid for, in full, by the Developer. If the Town Manager requests, the Developer shall provide lien waivers (or some other acceptable assurance) from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of Public Improvements. The Developer shall be responsible for the information so provided. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

4.3 ***Performance Guarantee***: Prior to any issuance of building permits in an approved phase, the Developer shall furnish to the Town a cash escrow or an irrevocable letter of credit, [hereinafter referred to as "Performance Guarantee(s)"] in which the Town is designated as beneficiary in an amount equal to 110% of the cost of the non-completed Public Improvements within the Approved Phase as described on attached Exhibit C", the amount of which costs shall be certified by Developer's professional engineer, licensed in the State of Colorado, and reviewed by the Town Engineer. The Town Engineer will monitor progress of the Development at Developer's cost and if Developer commences development on any other Approved Phase, Developer shall obtain approval of the Town Manager who shall require similar security in an appropriate amount to guarantee completion of the Public Improvements in such Phase.

4.3.1 Letters of credit shall be substantially in the form and content as set forth in Exhibit "D-1", attached hereto and incorporated herein by reference, and shall be subject to the review and approval of both the Town Attorney and Town Manager.

4.3.2 It is acknowledged by the Developer and by the Town that the estimated cost of completion of the Public Improvements in an Approved Phase may increase in the future. Accordingly, the Town reserves the right to review such cost and if the Town reasonably believes that the amount of the Performance Guarantee is inadequate (i.e., less than 110% of the costs of completion), it may increase the Performance Guarantee amount at any time in the future, both before and after Developer provides the initial Performance Guarantees to the Town. If a Town Official exercises the option or right to adjust cost estimates for the Public Improvements, written notice thereof shall be given to the Developer. The Developer shall, within ten (10) days after being given written notice, provide the Town with a new or amended Performance Guarantee in the amount of 110% of the revised cost estimates for non-completed Public Improvements.

4.4 ***Maintenance Guarantee.*** Before Initial Acceptance by the Town, the Developer shall also provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, or an irrevocable letter of credit in the form attached hereto as Exhibit "D-1", in which the Town is designated as the beneficiary, with said maintenance guarantee equal to fifteen percent (15%) of the total cost of all of the Public Improvements together with costs of all landscaping improvements including, but not limited to, turf grass, trees, shrubs, fences, irrigation systems, lighting systems, and hard surface pavement. The maintenance guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements and all landscaping improvements for a period of two (2) years after Initial Acceptance by the Town. Upon commencement of the Maintenance Guarantee, the Performance Guarantee for those completed and Town accepted Public Improvements will be deemed terminated and any remaining balance (other than what is required for the non-completed Public Improvements and the Maintenance Guarantee) will be released by the Town.

4.5 Until Final Acceptance of all of the Public Improvements in each applicable Phase of the Development by a Certificate of Completion reviewed by the Town Engineer, the maintenance guarantees will not be released and the Developer shall bear all risks and liability related to any loss, damage, or claims, due to defects or failures of any of the Public Improvements in such Phase.

4.6 After receiving a written request from the Developer, and following completion of the Public Improvements, the furnishing of certified "as built" drawings and a final affidavit of construction cost, the furnishing of evidence that all contractors, subcontractors, and materialmen performing work and providing labor, materials and services related to the design, construction or installation of the Public Improvements have been paid in full, and satisfactory evidence that terms of this Agreement have been complied with by the Developer, and the Town's receipt of the maintenance guarantee(s) required by Paragraph 4.4, the Town shall grant Initial Acceptance of the Public Improvements in accordance with established Town procedures applicable at the time of acceptance.

5. ***Maintenance, Repair and Replacement***: Until "Final Acceptance" of the Public Improvements in the Development, the Developer shall perform all maintenance and make all repairs and replacements of all defects or failure of Public Improvements in such Phase at Developer's expense which, in the reasonable opinion of the Town Engineer, may be necessary. If, within fifteen (15) days after the Developer's receipt of written notice from a Town Official requesting such maintenance, repairs and/or replacements, the Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs and/or replacements at the Developer's expense and shall be entitled to draw upon the guarantee described in Paragraph 4.3 or 4.4 of this Agreement, either before undertaking to make such repairs or at any time thereafter, or the Town may charge the Developer for the costs thereof. In case of emergency, such written notice shall be deemed waived and the Town may proceed as it deems necessary, at the expense of the Developer or the issuers of the performance or maintenance guarantee.

6. ***Final Acceptance of Each Phase***: Two (2) years after the Town's Initial Acceptance of all of the Public Improvements in each applicable phase of the Development, the Developer shall make a written request to the Town Manager for a final inspection of the Public Improvements within such phase of the Development. After receipt of satisfactory evidence that the Public Improvements in that phase of the Development have been Initially Accepted and all of the maintenance, repairs, and replacements requested by Town Officials have been completed to the satisfaction of the Town, the Town Manager shall certify completion and Final Acceptance of the Public Improvements in such phase. The maintenance guarantees provided by the Developer shall be released after the Final Acceptance of all of the Public Improvements in the Development have been granted and the approved certificate of completion has been received by the Town.

7. ***Rights-of-Way and Easements***: Before commencing the construction of any Public Improvements herein agreed upon, the Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording.

7.1 At the Town's request, the Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed (except those easements that do not affect the Town's use of the property) to the Town or for public use.

8. ***Engineering Services***: The Developer shall furnish, at its own expense, all engineering and landscaping services in connection with the Development and the Public Improvements.

8.1 Engineering services shall be performed by a professional engineer registered in the State of Colorado and landscape design shall be performed by a landscape architect or engineer and landscaping services shall conform to the Town's ordinances, standards, and specifications.

8.2 Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, estimates, construction administration, and the furnishing of necessary documents in connection therewith. All engineering plans shall be submitted for review by the Town Engineer. Landscape plans shall be submitted to and reviewed by the Town Planner. The Town's review will not relieve Developer, Developer's Engineer, or Developer's Landscape Architect or Engineer of any responsibility or liability for design, landscaping, construction and installation of the Public Improvements and Developer agrees to save and hold the Town harmless from any claims for fault or negligence attributable to such services.

9. ***Water and Sewer Service.*** The Town and Developer will enter into a Water and Sewer Service Agreement which will set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service to the Development. The terms of the Water and Sewer Service Agreement are incorporated herein and made a part hereof.

10. ***Operation Standards***:

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

10.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. Upon written request, the hours of operation may be altered by the Town Manager.

10.3 The Developer agrees to control all weeds growing within the said Development and in the event that the Developer shall fail to cut any weeds for ten (10) days after receiving written notice to do so, building permits may be denied in said Development until such time as Developer has complied with this section.

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

toilets from the public right-of-way caused by his operation. Any accumulation of dirt and/or construction materials shall be considered sufficient cause for the Town to withhold building permits and/or certificates of occupancy until corrected to the satisfaction of the Town.

10.5 When the Town Engineer determines that erosion (either by wind or water) is likely to be a problem, Developer shall install temporary or permanent erosion control into the subdivision at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions, and/or other devices.

10.6 In the event that the Developer fails to perform the work required in Section 10.3, 10.4, or 10.5 after reasonable written notice, the Town may perform the work required and charge the Developer for said cost of cleaning. The Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. Failure by the Developer to pay within the specified time shall be cause for the Town to deny future building permits and/or order a cessation of all activities on the development.

10.7 The developer hereby ensures that his subcontractors shall cooperate with the Town's construction inspectors by ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

11. ***Development Standards.***

11.1. All requirements in the Annexation Agreement must be complied with by Owner/Developer, except to the extent that they may be specifically amended by this Agreement.

11.2. Arterial road improvements adjacent to (on the same side of the street) of Owner/Developer's property shall include paving, curb and gutter, and arterial street landscaping (trees and evergreens along with deciduous shrub beds and bluegrass) plus street lighting and a 10 foot meandering sidewalk/bike path (6 inches thick), fencing with columns on 100 foot center, and bus shelters if required by the School District. All overhead utility lines shall be placed underground. Road improvements and landscaping for arterial roads (adjacent to the first phase) must be completed within six (6) months after the start of construction (weather permitting) but, in any event, no later than the issuance of the first Certificate of Occupancy. Upon completion of the road improvements and landscaping adjacent to Owner/Developer's property, the completion of the balance of landscape and improvements (if any), must be guaranteed through a cash escrow or letter of credit in the amount of 110% of the value of the improvements and shall be completed no later than two (2) years from the date of this Agreement. After the first year, the requirement for the amount of the cash escrow or letter of credit may be increased by the Town by the amount of the increase in the cost of providing such public facilities, utilizing the most recent data from the Engineering News Record Construction Cost Index for the Denver metropolitan area.

Owner/Developer shall provide an irrigation system plan, landscaping plan, fencing, and an entry way signage plan, all to have prior approval of Town staff. A design plan for street signs and posts, fences, bus shelters, and street lighting shall be submitted to Town staff for approval prior to installation. Landscaping and fencing shall be designed in accordance with the Town's Landscape Guidelines.

11.3. All trails within the development must be a minimum of ten (10) feet wide (6 inches thick) and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide (4 inches thick) and constructed of concrete.

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

A. Owner/Developer shall submit detailed elevations showing architectural features of the proposed units. Architectural features, elevations, and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld. Owner/Developers or subsequent builders, if it can be shown that economic conditions demand, may request a waiver of the minimum sized homes and approval of the same shall be at the sole discretion of the Town Council.

B. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback, and may also be used for parking.

C. In areas built with single family homes, no individual unit shall be built (with the same elevation) within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.

D. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit (excluding windows, doors, and garage doors) shall be of masonry, stone, brick, or an equivalent. All roofs shall have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles will be submitted to the Town for prior approval, but three-tab conventional asphalt shingle roofing will not be permitted.

11.5. Current Municipal Code required setbacks must be met concerning oil and gas facilities.

11.6. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a building, site and operational plan to be reviewed and approved by the Town staff prior to any construction being performed.

11.7. A thirty-foot landscape buffer and a ten-foot meandering sidewalk (six inches thick) shall be constructed along arterial roads. The landscape buffer will be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass. All landscape and irrigation improvements within the rights-of-way will be constructed for and paid for by the Owner/Developer and the homeowners' association will be responsible for the maintenance of all landscape improvements within the Development.

11.8. "External landscaping" will include the following items, to the extent they are to be located along the perimeter of the Development: landscaping, undergrounding of overhead utility lines, entry monuments, exterior lighting, fences, and exterior sidewalks. All external landscaping shall be commenced with the issuance of the first building permit and must be completed within six (6) months (weather permitting) but, in any event, no later than the issuance of the first Certificate of Occupancy.

11.9. "Internal landscaping" includes all landscaping within the interior of the development. Internal landscaping for each phase must commence with the issuance of the first building permit for each respective phase and must be completed within six (6) months (weather permitting) but, in any event, no later than the issuance of the first Certificate of Occupancy within such phase.

11.10. All final plat and construction drawings shall be submitted in mylar, print, and digital form (which must conform to the Town's format and content requirements).

11.11 All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

12. ***Other Special Provisions***: Other special terms, conditions or provisions relating to this Development are set forth in Exhibit "B-3" and as conditions to the plat or plan approval shown on the Ordinance or Resolution approving Development, Exhibit "B-2," both of which are attached hereto and incorporated herein by this reference.

13. ***Liability***:

13.1 ***Indemnification***: The Developer hereby agrees to indemnify and hold the Town, Town Officials, its employees, agents, representatives, insurers and self insurance pool harmless

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

13.2 ***Insurance:*** The Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability, worker's compensation insurance and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 13.1 above. Liability insurance shall be in the minimum amount of one hundred fifty thousand dollars ($150,000.00) for injury to one person, or six hundred thousand dollars ($600,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, as may be amended. Whenever requested by Town or Town Officials, the Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

13.3 ***Drainage Liability***: Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this Development. Storm drainage fees required under Municipal Code Section 17-113 ($1,100.00 per acre currently) shall be paid at the time of plat approval and prior to issuance of any building permit.

13.4 ***Tax Liability***: Developer shall pay any outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations, or tax liability incurred prior to the dedication or conveyance to the

Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the property.

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

14. ***Breach of Agreement by Developer***:

14.1 If at any time this Agreement or any part hereof has been breached by Developer or if satisfactory progress (substantially in accordance with the agreed construction schedule) has not been made on the design, construction, installation, repair, replacement or maintenance of the Public Improvements, the Town may, after ten (10) days prior written notice to Developer, draw on the performance or maintenance guarantees designated in Paragraph 4.3 and 4.4 of this Agreement and the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development if Developer then makes no reasonable progress as determined by the Town. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this agreement. The Town's remedies shall be cumulative.

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

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

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

17. ***Recording of Agreement***: A Notice of this Development Agreement substantially in the form as shown on Exhibit "E" is to be recorded with the approved subdivision plat or development plan and shall be a covenant running with and against all the property, property rights and improvements contained within the Development described in Exhibit "A" in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein.

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

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

20. ***Title and Authority***: Developer expressly warrants and represents to the Town that it is the record owner of the Development and further represents and warrants that the undersigned has full power and authority to enter into this Development Agreement. Developer understands that the Town is relying on the representations and warranties contained herein, in approving the final development plat or plan and in entering into this Agreement.

21. ***Notice:*** Any notice to Developer or the Town, which may be given under the terms of this Agreement, shall be in writing and shall be deemed sufficiently given when sent certified U.S. Mail and 1st Class Mail, postage prepaid addressed as follows:

**TO DEVELOPER:**

MREC Colorado Land Investments, LLC
ATTN: Chad M. Ellington
4908 Tower Road
Denver, CO 80249

With copy to:

Berenbaum Weinshienk, PC
ATTN: Charles P. Leder
370 Seventeenth Street, Suite 4800
Denver, CO 80202-5698

**TO TOWN:**

**TOWN OF JOHNSTOWN**
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

With copy to:

R. Russell Anson
Johnstown Town Attorney
P. O. Box 336155
Greeley, CO 80633

22. ***Default.*** In the event of a default by either party under any provision in this Development Agreement, which shall require the party not in default to commence legal or equitable action against said defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorneys' fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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

24. ***Notice of Acceptance/Binding Contract.*** This Agreement is a proposal from the Town of Johnstown to Developer and shall become a binding contract only when fully executed by both parties no later than _____, if the Town receives notice of such acceptance on or before such date.

**IN WITNESS WHEREOF**, and agreeing to be fully bound by the terms of this Development Agreement, the parties have set their hands below on this 14th day of February, 2014.

OWNER

**MREC Colorado Land Investments, LLC**

By: _____

ATTEST:

_____
Chad M. Ellington 2/14/14
~~Secretary/Member~~ Vice President Date

(SEAL)

STATE OF COLORADO )
) ss.
COUNTY OF Denver )

SUBSCRIBED AND SWORN to before me this 14th day of February, 2014, by Robert J. Sanderman and Chad M. Ellington.

WITNESS my hand and official seal.

My commission expires: 6/17/2016

KAREN L. WILBORN NOTARY PUBLIC STATE OF COLORADO

Karen L. Wilborn
Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

**PUBLIC IMPROVEMENTS**
**DEVELOPMENT AGREEMENT**
**FOR**
**THE TOWN OF JOHNSTOWN**

## EXHIBITS

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| **EXHIBIT B:** | Developer Requirements |
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| **EXHIBIT B-3:** | Additional Terms, Conditions or Provisions |
| **EXHIBIT C:** | Schedule of Public Improvements |
| **EXHIBIT D-1:** | Irrevocable Letter of Credit Form |
| **EXHIBIT E:** | Notice (Approval of Final Plan/Plat and of Development Agreement) |

## EXHIBIT A

## LEGAL DESCRIPTION
**(Development)**

The NE1/4 of the SE1/4 of Section 22, Township 5 North, Range 68 of the 6th P.M., County of Larimer, State of Colorado.

## EXHIBIT B

## DEVELOPER REQUIREMENTS

1. ***Engineering Data***

   - Final engineering drawings shall be submitted to and reviewed by the Town Engineer or his designee.

2. ***Water and Sewer Lines***

   - Final sewer and water design plans shall be submitted to and reviewed by the Town Engineer or his designee.

3. ***Drainage Design***

   - Final Drainage Design Plans shall be submitted to and reviewed by the Town Engineer or his designee.

4. ***Easement and Right-of-Ways***

   - All easements as approved by utility companies shall be submitted to and reviewed by the Town Engineer or his designee, or are otherwise described on the final plat.

5. ***Building Permits***

   - No building permits will be issued until the final plat or plan has been approved by the Town and recorded with the County Clerk and Recorder and Public Improvements have been constructed as required on Exhibit "B-3" and listed on Exhibit "C" except as otherwise permitted in Paragraph 2.1 of this Agreement.

   - Covenants, By-Laws, and Articles of Incorporation for any homeowners association must have prior approval of the Town Attorney and then recorded with the appropriate County Clerk and Recorder.

**EXHIBIT B-1**

**PLAT OR PLAN**

(SEE ATTACHED)

FINAL PLAT OF

# THOMPSON RIVER RANCH FILING NO. 3

## BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION STATEMENT:

KNOW ALL PERSONS BY THESE PRESENTS THAT MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, EXCEPT ANY EXISTING PUBLIC STREETS, ROADS OR HIGHWAYS, WHICH PROPERTY IS DESCRIBED AS THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING ADDITIONALLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE EAST QUARTER CORNER OF SAID SECTION 22; WHENCE THE SOUTH 1/16 CORNER OF SECTION 22/23 SAID SECTION 22 BEARS S00°23'16"W A DISTANCE OF 1310.59 FEET;
THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY LINES OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22:

1) S00°23'16"W A DISTANCE OF 1310.56 FEET;
2) THENCE S89°48'57"W A DISTANCE OF 1306.37 FEET;
3) THENCE N00°13'03"W A DISTANCE OF 1311.37 FEET;
4) THENCE N89°51'10"E A DISTANCE OF 1320.21 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 39.624 ACRES, MORE OR LESS

SAID PARCEL CONTAINS A GROSS AREA OF 39.62 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY ON RECORD OR EXISTING, AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHT-OF-WAYS AND EASEMENTS, AS SHOWN ON THIS MAP; AND DO HEREBY DESIGNATE AND DEDICATE (1) ALL SUCH RIGHT-OF-WAYS AND EASEMENTS, OTHER THAN UTILITY EASEMENTS AND PRIVATE EASEMENTS, TO AND FOR PUBLIC USE, EXCEPT WHERE INDICATED OTHERWISE ON THIS MAP; AND (2) ALL SUCH UTILITY EASEMENTS TO AND FOR THE PUBLIC USE FOR THE INSTALLATION AND MAINTENANCE OF UTILITY, IRRIGATION AND DRAINAGE FACILITIES; AND DO HEREBY DESIGNATE THE SAME AS "THOMPSON RIVER RANCH FILING NO. 3".

MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____
SIGNED

ACKNOWLEDGMENT:

STATE OF _____ )
)SS
COUNTY OF _____ )

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

_____

WITNESS MY HAND AND OFFICIAL SEAL.

BY _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PLANNING AND ZONING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____.

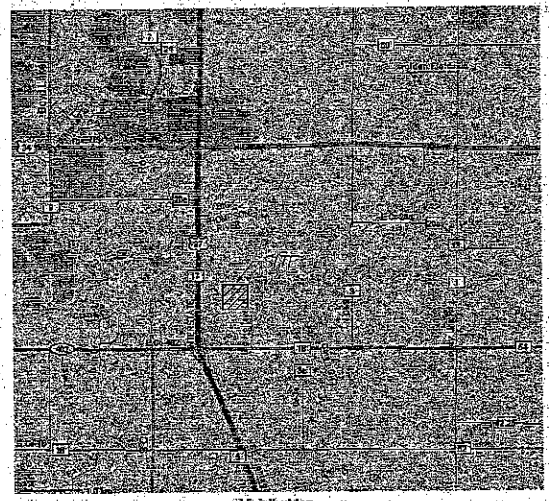
_____
CHAIRMAN, PLANNING COMMISSION

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A PLAT OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY THE TOWN OF JOHNSTOWN AND THAT THE MAYOR OF THE TOWN OF JOHNSTOWN ACCEPTS ALL PUBLIC STREET, EASEMENTS, RIGHT-OF-WAY AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USE FOR ALL PURPOSES INDICATED HEREON.

_____ _____
MAYOR DATE

_____
ATTEST



Vicinity Map

SCALE: 1" = 3000'

GENERAL NOTES:

1. UTILITY EASEMENTS: A 10 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG THE FRONT PROPERTY LINE OF RESIDENTIAL LOTS. A 5 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG THE REAR PROPERTY LINE OF RESIDENTIAL LOTS. A 10 FOOT WIDE UTILITY EASEMENT WILL BE DEDICATED ALONG ALL LOCAL STREETS EXCEPT AS SHOWN HEREON.
2. BLANKET EASEMENTS: TRACTS A, B, C, AND D ARE DEDICATED AS BLANKET EASEMENTS FOR VARIOUS PURPOSES INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITY, AND LANDSCAPE EASEMENTS. ALL BLANKET EASEMENTS ARE SUBJECT TO EXISTING RIGHTS OF WAY AND EASEMENTS OF RECORD.
3. TRACTS A, B, C, AND D ARE OWNED AND MAINTAINED BY THOMPSON CROSSING METRO DISTRICT (TCMD) #6.
4. TRACT E IS OWNED BY MREC COLORADO LAND INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY

SURVEY NOTES:

1. BASIS OF BEARINGS
BEARINGS ARE ASSUMED AND ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO AS BEARING N89°51'10"E BETWEEN THE MONUMENTS SHOWN HEREON.

2. UNIT OF MEASUREMENT
THE UNIT OF MEASUREMENT USED IN THIS SURVEY IS U.S. SURVEY FEET.

3. STATUTE OF LIMITATIONS
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

4. TITLE COMMITMENT NOTE
THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY MERRICK & COMPANY TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD MERRICK & COMAPNY RELIED UPON TITLE COMMITMENT NUMBER 855890, PREPARED BY STEWART TITLE GUARANTY COMPANY, DATED MARCH 5, 2013 AT 5:00 P.M.
SCHEDULE B – SECTION 2 EXCEPTIONS
9. Reservation of all oil, coal and other minerals in the instrument recorded May 19, 1894 in Book 101 at Page 236, together with the appurtenant rights to use the surface. (This exception does not affect the property)
NOTE: The Company makes no representation as to the present ownership of this interest.
10. Right of Way Conveyance recorded March 10, 1947 in Book 830 at Page 280. (This exception does not affect the property)
11. Agreement recorded April 19, 1952 in Book 1169 at Page 357. (This exception does not affect the property)
12. Right of Way recorded February 24, 1949 in Book 888 at Page 307. (This exception does not affect the property)
13. Right of Way Easement recorded April 24, 1990 at Reception No. 90015614. (This exception does not affect the property)
14. Boundary Line Adjustment and Agreement recorded July 12, 2001 at Reception No. 2001056788. (This exception does not affect the property)
15. Agreement recorded July 12, 2001 at Reception No. 2001056791. (This exception does not affect the property)
16. Easements, notes, covenants, restrictions and rights-of-way as shown on the Plat of Roberts Minor Land Division #05-52483, recorded December 1, 2005 at Reception No. 2005-0101409. (This exception does not affect the property)
17. Existing leases and tenancies. (This exception does not affect the property)
18. Right of proprietor of vein or lode to extract, and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United Sates Patent recorded August 24, 1893 in Book 86 at Page 196. (This exception affects the property but is not plottable)
19. Existing leases and tenancies. (This exception affects the property but is not plottable)
20. The following matters disclosed by ALTA/ACSM Land Title Survey dated February 18, 2013, prepared by Aztec Consultants, Inc. as Job Number 19312-22, affecting Parcel A, to wit:
a) Encroachment of fencing into easements recorded at Reception Nos. 2005-0101409 and 90015914.
b) Fence lines do not coincide with the boundary lines of subject property.
c) Building overhang falls 10.1 feet outside of subject property adjacent to the Westerly property line.
d) Drainage swales exist on subject property and are not located within recorded easements.
(This exception does not affect the property)
21. The following matters disclosed by ALTA/ACSM Land Title Survey dated February 18, 2013, prepared by Aztec Consultants, Inc. as Job Number 19312-21, affecting Parcel B and B-1, to wit:
a) Ditches of varying widths located on subject property and the rights of others in and to the use of said ditches.
b) Fence lines do not coincide with the boundary lines of subject property.
(This exception affects the property but is not plottable)

5. DATE OF SURVEY
THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JANUARY 7, 2014.

6. RESTORE PROCEDURE
PROCEDURES USED TO RESTORE THE FOLLOWING ALIQUOT CORNER:
A) A 3/4" ALUMINUM ROD WITH NO CAP WAS FOUND AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. TIES PER MONUMENT RECORD BY LARRY G. INTERMILL FILED FEBRUARY 16, 2006 WERE FOUND AND USED TO RESTORE THE CORNER.

7. SURVEYORS STATEMENT
I, KENNETH G. QUELLETTE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY STATE THAT THE SURVEY (AS DEFINED IN 12-25-202(6)(A), C.R.S.) AND THIS RESULTING PLAT WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THAT THIS PLAT AND THE NOTES SHOWN HEREON ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

KENNETH G. QUELLETTE, PLS-24673
DATE: JANUARY 16, 2014
JOB NO. 65118200
FOR AND ON BEHALF OF
MERRICK & COMPANY

| REV | DRAWN DESCRIPTION | BY | CHECKED BY | APPROVED BY |
|---|---|---|---|---|

MERRICK & COMPANY
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

| MERRICK | SIGNATURE | DATE |
|---|---|---|
| DRAWN | | |
| DESIGNED | | |
| QC REVIEW | | |
| APPROVED | | |
| CLIENT | SIGNATURE | DATE |
| DRAWN | | |
| APPROVED | | |

CAD FILE NAME: R0002166PP02-Phase1

| | |
|---|---|
| CLIENT PROJECT NO. | |
| MERRICK PROJECT NO. | 65118200 |
| SCALE: | |

TITLE: THOMPSON RIVER RANCH FIL. NO. 3
BEING A SUBDIVISION OF THE
NE 1/4 SE 1/4 SEC. 22,
T 5 N, R 68 W, 6TH PM
LARIMER COUNTY, COLORADO

SHEET 1 OF 3

REC. NO. 20070008127 10/12/06
FIRST AMENDMENT TO THOMPSON RIVER RANCH FILING NO. 1

N89°51'10"E 1320.21
(BASIS OF BEARINGS)

CE 1/16 SEC. 22, T5N, R68W, 6TH P.M. FOUND 3 1/4" ALUM. CAP LS 25645

POINT OF BEGINNING
E 1/4 SEC. 22, T5N, R68W, 6TH P.M. FOUND 3/4" ALUM. ROD W/ NO CAP. ADDED A 3-1/4" ALUM. CAP, STAMPED "LS 24673"

LEGEND
⊕ DENOTES SECTION MONUMENT – SEE DESCRIPTION

Tract A
Tract B
Tract C
Tract D
Tract E
Block 1
Block 2
Block 3
Block 4
MAPLEWOOD LANE
RIDGEWOOD DRIVE
RIVERWOOD COURT
IRONWOOD COURT
IRONWOOD LANE
SANDALWOOD LANE
COTTONWOOD LANE

OWNER: BATH FAMILY FARM, LLC

OWNER: UHLMAN BARBARA JEAN TESTAMENTARY TRUST

N00°13'03"W 1311.37'

S00°23'16"W 1310.58'

N00°13'03"W 832.23

N00°23'16"E 448.03

SE 1/16 SEC. 22, T5N, R68W, 6TH P.M. FOUND 3 1/4" ALUM. CAP LS 34995

S 1/16 SEC. 22/23, T5N, R68W, 6TH P.M. FOUND 3 1/4" ALUM. CAP LS 25645

N89°48'57"E 1306.37

OWNER: VALLIERE NANCY L

OWNER: BUCKLEY MARSHA

OWNER: HOOVER DENISE D

OWNER: FARMAN DIANNE J/GREGORY M
GUNDERSON THAD N/NATALIE A

OWNER: MERGENTHAL EDWARD W DARLENE

0' 50' 100' 150'
1"=50'

| NO | REVISION DESCRIPTION | DATE | DRAWN BY | CHECKED BY | APPROVED BY |
|---|---|---|---|---|---|

MERRICK & COMPANY
7650 Edinborough Way, Suite 725, Centennial, Colorado 80112

| MERRICK | SIGNATURE | DATE |
|---|---|---|
| DRAWN | | |
| DESIGNED | | |
| QC CHECK | | |
| APPROVED | | |
| CLIENT | SIGNATURE | DATE |
| REVIEW | | |
| APPROVED | | |

| | |
|---|---|
| CLIENT PROJECT NO. | |
| MERRICK PROJECT NO. | 65118200 |
| SCALE | 1"=50' |

THOMPSON RIVER RANCH FIL. NO. 3
BEING A SUBDIVISION OF THE
NE 1/4 SE 1/4 SEC. 22,
T 5 N, R 68 W, 6TH PM
LARIMER COUNTY, COLORADO

SHEET OF
2 OF 3

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C1 | 94.32 | 220.00 | 16°43'06" | S 81°50'08" E | 94.09 |
| C2 | 96.88 | 220.00 | 22°37'02" | S 27°56'15" E | 96.28 |
| C3 | 96.88 | 220.00 | 22°37'02" | S 50°33'26" E | 96.28 |
| C4 | 38.34 | 220.00 | 9°13'46" | S 66°38'09" E | 38.30 |
| C5 | 15.71 | 10.00 | 90°00'00" | N 83°55'44" E | 14.14 |
| C6 | 25.00 | 32.00 | 47°37'48" | N 45°33'11" W | 24.84 |
| C7 | 13.27 | 63.00 | 12°40'11" | S 33°37'02" E | 13.24 |
| C8 | 90.65 | 60.00 | 57°54'05" | S 12°53'34" W | 86.90 |
| C9 | 38.19 | 60.00 | 36°27'05" | S 60°04'06" W | 37.56 |
| C10 | 38.19 | 60.00 | 36°27'05" | N 83°31'03" W | 37.56 |
| C11 | 37.97 | 60.00 | 36°15'41" | N 46°38'09" W | 37.34 |
| C12 | 34.92 | 60.00 | 33°40'41" | N 12°38'56" W | 34.76 |
| C13 | 52.41 | 60.00 | 50°02'09" | N 26°51'52" E | 50.78 |
| C14 | 13.27 | 63.00 | 12°40'11" | N 80°13'27" E | 13.24 |
| C15 | 29.60 | 32.00 | 47°30'48" | N 42°44'38" W | 28.84 |
| C16 | 15.71 | 10.00 | 90°00'00" | S 36°04'16" E | 14.14 |
| C17 | 20.80 | 205.00 | 5°48'53" | N 88°59'50" W | 20.80 |
| C18 | 13.84 | 10.00 | 79°16'40" | N 75°08'18" E | 12.76 |
| C19 | 93.40 | 145.00 | 36°53'04" | N 38°36'24" E | 92.88 |
| C20 | 25.67 | 145.00 | 10°08'29" | N 52°03'37" E | 25.63 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C21 | 47.85 | 280.00 | 9°47'39" | S 46°07'19" E | 47.79 |
| C22 | 48.89 | 280.00 | 9°33'39" | S 14°27'02" E | 48.83 |
| C23 | 46.35 | 280.00 | 9°28'37" | S 23°59'00" E | 46.10 |
| C24 | 14.38 | 10.00 | 82°20'10" | N 12°39'17" E | 13.18 |
| C25 | 15.71 | 10.00 | 90°00'00" | S 81°17'08" E | 14.14 |
| C26 | 17.91 | 23.00 | 89°18'04" | S 10°37'36" E | 17.32 |
| C27 | 38.24 | 60.00 | 36°52'04" | N 0°28'44" E | 38.97 |
| C28 | 41.35 | 60.00 | 39°17'33" | N 33°28'14" W | 40.55 |
| C29 | 40.81 | 60.00 | 38°40'26" | N 72°28'26" W | 39.74 |
| C30 | 40.81 | 60.00 | 38°40'26" | S 69°50'38" W | 39.74 |
| C31 | 40.81 | 60.00 | 38°40'26" | S 30°09'48" W | 39.74 |
| C32 | 38.32 | 60.00 | 40°52'09" | S 14°08'53" E | 37.59 |
| C33 | 50.95 | 60.00 | 48°33'15" | S 63°25'25" E | 49.34 |
| C34 | 17.91 | 23.00 | 50°18'04" | N 85°56'46" W | 17.32 |
| C35 | 14.34 | 10.00 | 81°28'16" | N 9°23'06" E | 14.16 |
| C36 | 18.02 | 205.00 | 4°23'59" | S 52°48'48" W | 18.02 |
| C37 | 310.63 | 235.00 | 71°17'43" | S 35°38'26" E | 291.04 |
| C38 | 107.49 | 175.00 | 35°11'33" | S 17°52'10" W | 105.81 |
| C39 | 85.74 | 205.00 | 19°04'48" | N 79°07'27" W | 85.37 |
| C40 | 84.39 | 205.00 | 19°11'31" | N 33°31'37" W | 84.20 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C41 | 46.00 | 205.00 | 12°51'22" | N 32°33'10" W | 45.90 |
| C42 | 12.84 | 10.00 | 79°16'40" | S 41°12'24" E | 12.76 |
| C43 | 60.80 | 205.00 | 16°55'25" | N 36°56'44" E | 60.39 |
| C44 | 43.83 | 205.00 | 12°15'03" | N 12°24'02" E | 43.75 |
| C45 | 21.48 | 205.00 | 6°00'09" | N 31°12'27" E | 21.47 |
| C46 | 50.13 | 428.76 | 7°01'04" | S 68°14'58" E | 50.10 |
| C47 | 55.74 | 203.00 | 15°43'46" | N 7°58'32" W | 55.57 |
| C48 | 76.09 | 200.00 | 21°47'01" | S 45°31'55" E | 75.63 |
| C49 | 8.59 | 175.00 | 3°08'23" | S 82°08'40" W | 8.59 |
| C50 | 14.85 | 10.00 | 94°03'13" | N 6°16'18" E | 14.73 |
| C51 | 388.03 | 530.00 | 34°35'60" | S 52°46'21" E | 378.19 |
| C52 | 57.26 | 175.00 | 18°34'24" | S 80°32'26" E | 57.49 |
| C53 | 216.51 | 175.00 | 70°53'13" | N 35°37'40" W | 202.96 |
| C54 | 14.25 | 10.00 | 81°43'28" | N 85°25'25" W | 13.08 |
| C55 | 53.03 | 280.00 | 10°51'02" | S 49°33'13" E | 52.95 |
| C56 | 60.03 | 280.00 | 8°38'13" | S 49°29'22" E | 59.77 |
| C57 | 80.83 | 280.00 | 16°32'13" | S 42°28'22" E | 80.77 |
| C58 | 50.27 | 280.00 | 10°17'12" | S 60°33'19" E | 50.20 |
| C59 | 26.28 | 280.00 | 5°22'28" | S 66°33'05" E | 26.26 |
| C60 | 37.58 | 280.00 | 8°35'15" | S 52°55'05" E | 37.56 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Dist |
| C61 | 50.14 | 380.00 | 7°33'37" | S 60°06'04" E | 50.10 |
| C62 | 50.14 | 380.00 | 7°33'37" | S 52°32'26" E | 50.10 |
| C63 | 39.57 | 380.00 | 5°58'38" | S 43°33'08" E | 39.56 |
| C64 | 170.40 | 148.00 | 65°33'13" | N 33°37'40" W | 161.17 |
| C65 | 15.74 | 10.00 | 90°13'23" | N 44°35'05" E | 14.17 |
| C66 | 45.05 | 148.00 | 16°34'24" | S 80°31'28" E | 47.03 |
| C67 | 56.27 | 500.00 | 6°26'33" | S 57°30'30" E | 56.24 |
| C68 | 64.39 | 500.00 | 7°21'30" | S 50°24'24" E | 64.24 |
| C69 | 64.39 | 500.00 | 7°21'30" | S 43°03'53" E | 64.24 |

| REV | REVISION DESCRIPTION | DATE | REVISED BY | REVIEWED BY | APPROVED BY |
|---|---|---|---|---|---|

MERRICK & COMPANY

5635 Greenwood Plaza Blvd., Greenwood Village, CO 80111

THIS AND ANY OTHER DRAWINGS, DATA, DOCUMENTS, IS AN INSTRUMENT OF SERVICE OF MERRICK & COMPANY ("MERRICK") FOR USE ON THIS PROJECT. IT IS NOT INTENDED OR WARRANTED TO BE SUITABLE FOR REUSE ON ANOTHER PROJECT OR AS A BASIS FOR ESTIMATES OF THE PROJECT OR OF ANY OTHER PROJECT. REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY MERRICK FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO MERRICK AND SUBMISSION.

| MERRICK | REVISION | DATE |
|---|---|---|
| DRAWN | | |
| DESIGNED | | |
| QA REVIEW | | |
| APPROVED | | |
| CLIENT | REVISION | DATE |
| REVIEW | | |
| APPROVED | | |
| FOR USE WHEN | | |

CLIENT PROJECT NO.

MERRICK PROJECT NO. 65118200

SCALE: 1"=50'

TITLE: THOMPSON RIVER RANCH FIL. NO. 3
BEING A SUBDIVISION OF THE
NE 1/4 SE 1/4 SEC. 22,
T 5 N, R 68 W, 6TH PM
LARIMER COUNTY, COLORADO

DESIGNED | DRAWN BY | SHEET NO. 3 OF 3

**EXHIBIT B-2**

**(RESOLUTION APPROVING PLAT OR PLAN)**

(SEE ATTACHED)

## EXHIBIT B-3

## ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. All technical concerns expressed in the December 19, 2013, letter from John Franklin, Town Planner, December 12, 2013, Town Engineer comments, and November 26, 2013, Town Traffic Engineer comments shall be resolved and/or addressed in the Development Agreement prior to Town Council consideration.

2. A Water and Sewer Service Agreement prepared by the Town Water Attorney, shall be signed by the Owner and submitted for Town Council consideration with the subdivision application.

3. Subdivision amenities including entry signage, landscaping, parks and recreation facilities and architectural design are subject to the Thompson River Ranch Design Guidelines and the Thompson River Ranch Filing No. 3 Final PUD Development Plan

4. Sidewalk and tree lawn landscaping improvements along the lot frontage in a block may be deferred until Certificates of Occupancy are requested for the dwelling in that block.

5. An acceleration lane on the I-25 Frontage Road from River Ranch Parkway shall be designed and installed with the next filing or phase of development in Thompson River Ranch.

**EXHIBIT C**

**SCHEDULE OF PUBLIC IMPROVEMENTS**
(ATTACHED)

## ENGINEER'S OPINION OF PROBABLE COST
## THOMPSON RIVER RANCH FILING NO. 3 - PHASE I

| ITEM NO. | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | COST |
|---|---|---|---|---|---|
| 1 | Aggregate Base Course (Class 6) (8.5" depth) | Square Yard | 15,115 | $ 6.75 | $ 102,026.25 |
| 2 | Hot Mix Asphalt Pavement (Gr SX)(SP75, PG 64-22) 2.0" depth) | Square Yard | 15,115 | $ 8.50 | $ 128,477.50 |
| 3 | Hot Mix Asphalt Pavement (Gr S)(SP75, PG 64-22) (2.0" depth) | Square Yard | 15,115 | $ 8.50 | $ 128,477.50 |
| 4 | Town of Johnstown Crosspans (6-Foot) | Each | 7 | $ 1,350.00 | $ 9,450.00 |
| 5 | 18" Reinforced Concrete Pipe (Class III) | Linear Foot | 229 | $ 34.00 | $ 7,786.00 |
| 6 | 24" Reinforced Concrete Pipe (Class III) | Linear Foot | 806 | $ 45.00 | $ 36,270.00 |
| 7 | 30" Reinforced Concrete Pipe (Class III) | Linear Foot | 358 | $ 58.00 | $ 20,764.00 |
| 8 | 36" Reinforced Concrete Pipe (Class III) | Linear Foot | 922 | $ 76.00 | $ 70,072.00 |
| 9 | 19" x 30" HERCP (Class III) | Linear Foot | 76 | $ 67.00 | $ 5,092.00 |
| 10 | 24" x 38" HERCP (Class III) | Linear Foot | 81 | $ 77.00 | $ 6,237.00 |
| 11 | 34" x 53" HERCP (Class III) | Linear Foot | 80 | $ 125.00 | $ 10,000.00 |
| 12 | 5' Dia. Storm Sewer Manhole | Each | 14 | $ 3,250.00 | $ 45,500.00 |
| 13 | 6' Dia. Storm Sewer Manhole | Each | 3 | $ 3,780.00 | $ 11,340.00 |
| 14 | 7' Dia. Storm Sewer Manhole | Each | 5 | $ 5,050.00 | $ 25,250.00 |
| 15 | 8' Dia. Storm Sewer Manhole | Each | 2 | $ 7,000.00 | $ 14,000.00 |
| 16 | Modified CDOT Box | Each | 1 | $ 9,000.00 | $ 9,000.00 |
| 17 | Inlet, Type R (10') | Each | 7 | $ 6,000.00 | $ 42,000.00 |
| 18 | Inlet, Type R (15') | Each | 10 | $ 7,550.00 | $ 75,500.00 |

## ENGINEER'S OPINION OF PROBABLE COST
## THOMPSON RIVER RANCH FILING NO. 3 - PHASE I

| ITEM NO. | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | COST |
|---|---|---|---|---|---|
| 19 | Concrete Sidewalk (6") | Square Yard | 2,567 | $ 12.50 | $ 32,087.50 |
| 20 | Concrete Curb (Pedestrian) Ramp | Each | 25 | $ 1,450.00 | $ 36,250.00 |
| 21 | Curb and Gutter, Mountable | Linear Foot | 7,085 | $ 13.50 | $ 95,647.50 |
| 22 | Speed Limit Signs | Each | 2 | $ 575.00 | $ 1,150.00 |
| 23 | Stop Signs | Each | 7 | $ 450.00 | $ 3,150.00 |
| 24 | Street Name Signs | Each | 7 | $ 450.00 | $ 3,150.00 |
| 25 | 8" Sanitary SDR 35 PVC Pipe, (Complete in place) | Linear Foot | 4,284 | $ 27.00 | $ 115,668.00 |
| 26 | 6' Dia. Sanitary Sewer Manhole | Each | 28 | $ 2,450.00 | $ 68,600.00 |
| 27 | Fire Hydrant Assembly with 6" Gate Valve | Each | 7 | $ 5,000.00 | $ 35,000.00 |
| 28 | 8" Water C900 PVC PIPE (Complete in Place) | Linear Foot | 3,851 | $ 22.00 | $ 84,722.00 |
| 29 | 8" Gate Valve | Each | 24 | $ 1,600.00 | $ 38,400.00 |
| | | | | **$** | **1,261,067.25** |

**EXHIBIT C-1**

**PHASING PLAN**
(ATTACHED)

Owner/Developer will submit for approval the phasing plan within ten (10) days of completion of the construction drawings.

**EXHIBIT D-1**

**FORM--IRREVOCABLE LETTER OF CREDIT**

**NAME OF ISSUING BANK_____**
**ADDRESS OF ISSUING BANK_____**

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

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

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

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

This Irrevocable Letter of Credit is not transferable.

If _____has given the Town of Johnstown, Town Manager and the Town of Johnstown Attorney 60 days prior written notice by certified U.S. Mail of the impending expiration, this Irrevocable Letter of Credit shall expire on _____, 20___; otherwise it shall be automatically renewed for an additional 12 months. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF )
) ss.
COUNTY OF )

**SUBSCRIBED AND SWORN** to before me this _____ day of _____, 20_____, by _____ as the_____of_____.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

**EXHIBIT E**

**NOTICE**

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

**LEGAL DESCRIPTION ATTACHED**

DATED this _____ day of _____, 20____.

_____
Town Clerk

_____
Town Manager

# NOTES

**DATE: 03/17/14**

**AGENDA ITEM 9E**

# AWARD

# OF

# CONTRACT

# (Downtown Streetscape Project)

# (Technology Constructors Incorporated)

# TOWN COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** March 17, 2014

**ITEM NUMBER:** 9E

**SUBJECT:** Consider Award of Contract for Downtown Streetscape Improvements Project Phases 3 and 4 and Municipal Parking Lot to Technology Constructors Incorporated

**ACTION PROPOSED:** Award Contract to Technology Constructors Incorporated

**PRESENTED BY:** Town Manager and Town Attorney

**AGENDA ITEM DESCRIPTION:** A request for Statement of Qualifications (SOQ's) for the Downtown Streetscape Improvements Project Phases 3 and 4 and the municipal parking lot was advertised in the Johnstown Breeze and McGraw Hill Construction Dodge Report. Additionally, the SOQ was sent to twelve (12) experienced contractors in the region.

The project consists of replacement of curb and gutter, extension of decorative sidewalks, addition of crosswalks, decorative pedestrian lighting, street trees, signage, furnishings and paving improvements along Charlotte Street from Angove Avenue to Columbine Avenue.

A total of five (5) construction firms submitted SOQ's in response to the Town's solicitation. A selection review committee comprised of the Town Manager, Town Planner, and TST consulting engineer reviewed the SOQ's and prequalified the following firms to bid on the project: 1) American Civil Constructors – Littleton, CO 2) ECI Site Construction, Inc.-Loveland, CO and 3) Technology Constructors Incorporated – Arvada, CO. The following firms submitted bids for the project:

1) Technology Constructors Incorporated - **$1,274,080**

2) ECI Site Construction Inc. - $1,505,300

Based upon a review of the bids, it is recommended the bid for the Downtown Streetscape Improvements Project Phases 3 and 4 and the municipal parking lot be awarded to Technology Constructors Incorporated in an amount not to exceed **$1,274,080** (please refer to attached letter of recommendation).

**LEGAL ADVICE:** The Town Attorney has reviewed the contract and bid documents.

**FINANCIAL ADVICE:** According to the Town Treasurer, sufficient funds have been budgeted for the project.

**RECOMMENDED ACTION:** Award contract to Technology Constructors Incorporated.

**SUGGESTED MOTIONS:**

**For Approval:** I move to award the contract for the Downtown Streetscape Improvements Project Phases 3 and 4 and the municipal parking lot to Technology Constructors Incorporated in a total amount not to exceed **$1,274,080** and also, authorize the Town Manager to approve change orders in an amount not to exceed **ten (10%)** of the contract amount, and authorize the Mayor to sign the agreement.

**For Denial:** I move to deny awarding the contract for the Downtown Streetscape Improvements Project Phases 3 and 4 and the municipal parking lot to Technology Constructors Incorporated.

**Reviewed:**

**Town Manager**

# CONTRACT

## SECTION 00 52 43

## AGREEMENT

THIS AGREEMENT is dated as of the _____day of _____, in the year 20____by and between

**TOWN OF JOHNSTOWN**
(hereinafter called OWNER)

and

**TECHNOLOGY CONSTRUCTORS, INC.**
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**DOWNTOWN STREETSCAPE IMPROVEMENTS – CHARLOTTE STREET**

ARTICLE 2. ENGINEER

The Project has been designed by

TST INC. OF DENVER - CONSULTING ENGINEERS

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed on _____, 2014 (160 days) and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on _____, 2014 (180 days).

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially completed time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand dollars ($1,000.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER one thousand dollars ($1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the CONTRACT DOCUMENTS in current funds in accordance with the attached bid.

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the thirtieth (30) day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

90% of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A.1 of the General Conditions).

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

5.1.2 Upon Substantial Completion in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07, as amended by the supplementary conditions.

ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 14 of the General Conditions shall bear interest at the rate of 8% per annum, compounded monthly.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages **1 to 7**, inclusive).

8.2 Exhibits to this Agreement.

8.3 Performance, Payment and other Bonds (identified as exhibits 00 61 13.13 and 00 61 13.16n and consisting of 2 pages.)

8.4 Notice of Award.

8.5 Notice to Proceed.

8.6 General Conditions (pages 1 to 62, inclusive) being the Standard General Conditions of the Construction Contract (2007 Edition).

8.7 Supplementary Conditions (pages 1 to 13, inclusive).

8.8 Specifications bearing the title **JOHNSTOWN DOWTOWN STREETSCAPE IMPROVEMENTS – CHARLOTTE STREET,** dated **June 2013**.

8.9 Drawings, consisting of sheets numbered 1 through 42 inclusive with each sheet bearing the following general title:

**JOHNSTOWN DOWNTOWN STREETSCAPE IMPROVEMENTS – CHARLOTTE STREET**

8.10 Addenda numbers 1 to 2, inclusive.

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to 8, inclusive).

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.13 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS.

9.1 Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Public Contract for services; or

2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

9.3 Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contact for services through participation in either the e-verify program or the Department of Labor and Employment program.

9.4 Contractor is prohibited from using the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

9.5 If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor

is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

9.6 Contractor shall comply with any reasonable request by Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to its authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statues.

9.7 **If Contractor violates any of the aforementioned requirements, the Town may terminate the Contract for breach of contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town of Johnstown.**

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

10.2 Reference to the General Conditions shall include modifications thereof by the Supplementary Conditions.

10.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

10.4 Except for the intended beneficiaries of the Labor and Material Payment Bond executed in conjunction with this Agreement, nothing in this Agreement shall be construed to give any rights or benefits by virtue of this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for sale and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

10.5 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.6 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.7 The Owner and Contractor acknowledge and agree that the payments hereunder shall constitute current expenditures of the Owner payable in the fiscal years for which funds are appropriated for the payment thereof. The Owner's obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Owner, or an obligation of the Owner payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof, or payable from any funds of the Owner other than

funds appropriated for the payment of current expenditures. No provision of the Agreement shall be construed to pledge or to create a lien on any class or source of Owner monies, assets or properties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, _____.

OWNER: TOWN OF JOHNSTOWN, CO.

By _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

_____

_____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.)

CONTRACTOR :
TECHNOLOGY CONSTRUCTORS, INC

By _____

(CORPORATE SEAL)

Attest _____

Address for giving notices:

_____

_____

License No. _____

Agent for service of process:

_____

# LETTER

# OF

# RECOMMENDATION

# (Attachments)

TST
CONSULTING ENGINEERS

March 5, 2014

Roy Lauricello, Town Manager
Town of Johnstown
450 S. Parish Street
Johnstown, CO 80534

RE: Johnstown Downtown Streetscape Improvements – Bid Evaluation for Phase 3, 4, and Municipal Parking Lot
TST Job #: 0127032.01

Dear Mr. Lauricello,

This letter of correspondence serves as documentation of TST Inc. of Denver's evaluation of the submitted bids for the Johnstown Downtown Streetscape Improvements – Phase 3, 4, and Municipal Parking Lot. TST's recommendation of award of the construction Contract is included along with the following:

- Bid Summary
- Bid Evaluation
- Additional Direct Costs by Town

**Bid Summary**

A total of 2 Bids were received at the bid opening on Monday, March 3, 2014, held at 1:00 p.m. local time, at 450 S. Parish Avenue, Johnstown, Colorado. All bids were submitted on time and in compliance with bidding requirements set forth in the contract documents and subsequent addenda. The following is a summary of the bids:

| Contractor | Total Bid Submitted |
|---|---|
| American Civil Constructors, Inc | No Bid Submitted |
| ECI Site Construction Management, Inc | $1,505,300.00 |
| Technology Constructors, Inc | $1,274,080.00 |
| | |
| Engineer's Opinion of Cost | $1,492,910.00 |

**Bid Evaluation**

The bid opening on March 3rd resulted in Technology Constructors, Inc. (TCI) as the apparent Low Bidder.

TST

CONSULTING ENGINEERS

Supplemental Information Provided by Bidder

Since TCI was pre-qualified by The Town of Johnstown, a reference check was not done directly for them; however TST did do a reference check with the bonding company and for the Sub-Contractors for TCI. Article 10 of the Instruction to Bidders, allows for the Owner or Engineer to request information on subcontractors, suppliers, individuals, or entities performing portions of the work.

TCI listed the Sub-Contractors for this project as indicated below:

- Rocky Mountain Pavers (Pavers)
  Similar work includes brick pavers at locations including Colorado School of Mines campus, Longmont alleyways, and Peterson Air Force Base.

- Weifield Group (Electrical Work)
  Similar work includes the Union Station in Denver, CSU Student Center in Ft. Collins, Cherry Creek Mall Improvements in Denver, and Southland Mall in Parker.

- Asphalt Specialties (Asphalt Paving)
  Similar projects include Broadway Street reconstruction in Denver, Sheridan Boulevard widening in Broomfield, and Weld County Road 55/SH 392 reconstruction

- Land Ethics (Landscape/Irrigation)
  Similar work includes RidgeGate development in Lone Tree, Greenwood Village Intersection Improvements, and Streetscape enhancement in Arvada.

- Technology Constructors, Inc. (Concrete Work, Removals, Traffic Control)
  Similar projects include Manitou Springs Revitalization project, Downtown Alley Enhancements for the City of Ft. Collins, and Greenwood Village Intersection Improvements.

TST called references for Rocky Mountain Pavers, Weiflied Group, Asphalt Specialties, and Land Ethics. All sub-contractors received favorable referrals in all of the following areas:

- Overall Project Understanding, Coordination of Phases of Work, etc...
- Coordination and Communication Capability
- Ability to complete the Project within Project Schedule
- Change Orders, Coordination & Reasonability
- Completed Project Quality

Additionally, both Rocky Mountain Hardscapes and the Weifield Group provided statement of qualifications, which have been enclosed.

TST also spoke with the TCI bonding company, Willis of Colorado. They indicated that TCI will have adequate bonding capacity for this project and all required bonds will be provided upon

TCI receiving the award of the construction contract. Willis of Colorado has never had a bond claim while covering TCI.

**Recommendation**

It is our findings that the subcontractors for TCI are qualified and responsible contractors. With TCI's oversight of the project, TST believes this project will be completed in a successful, efficient manner. TST recommends that the Town of Johnstown award the construction contract to Technology Constructors, Inc. for the Johnstown Downtown Streetscape Improvements Phase 3, 4, and Municipal Parking Lot.

**Additional Direct Costs by Town**

The Town of Johnstown is responsible for providing additional direct costs for this project for the material testing and the offsite power costs.

TST will request 3 bids for the Material Testing portion of the project. The material testing involves periodic testing and observation for earthwork (subgrade preparation), utility trench backfill, concrete testing, and Asphalt Paving. This will be provided to the Town before construction starts.

The offsite power costs are determined by Xcel Energy. Xcel Energy is to remove the overhead power poles on site, and provide the primary power cable and conduit from the Utility pole to the transformer. The estimated price is to be set by Xcel Energy.

If you have any questions or comments, please contact me at your earliest convenience.

Sincerely,

TST INC. OF DENVER

Taylor C. Goertz, P.E.

Enclosure(s):

- Bid Opening Summary
- Bid submitted by Technology Constructors, Inc.
- Statement of Qualifications from Subcontractors
- Notice of Award
- Agreement
- Notice to Proceed

# BID OPENING SUMMARY

TTG TST

# TOWN OF JOHNSTOWN
# BID OPENING SUMMARY

| | |
|---|---|
| Project: | Johnstown Downtown Streetscape Improvements - Charlotte Street |
| Job # | 127032.01 |
| Bid Location: | Johnstown Town Hall |
| Bid Date: | Monday, March 03, 2014 |
| Bid Time: | 1:00 PM |

| CONTRACTOR | Total Bid: | 5% Bid Bond Signed & Submitted? | Addenda Acknowledged (2)? | List of Subcontractors/ Suppliers | Mandatory Pre-Bid Attendance |
|---|---|---|---|---|---|
| American Civil Constructors, Inc. | No bid submitted | N/A | N/A | N/A | Yes |
| ECI Site Construction Management, Inc. | $1,505,300.00 | YES | YES | YES | Yes |
| Technology Constructors, Inc. | $1,274,080.00 | YES | YES | YES | Yes |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ENGINEER'S ESTIMATE | $1,492,910.00 | N/A | N/A | N/A | N/A |

Bids opened by: **Taylor C. Goertz, P.E., TST Inc. of Denver**

Witnessed by: **Diana Seele, Town Clerk for Town of Johnstown**

# SUBCONTRACTOR

# LIST

# SUBCONTRACTOR LIST

## Town of Johnstown

Downtown Streetscape Improvements - Charlotte Street

Technology Constructors, Inc.
5636 Kendall Ct., Unit A
Arvada, CO 80002

SUBCONTRACTORS & TRADES

Land Ethics - Landscape & Irrigation
Luchetti Surveying - Construction Surveying
Blanco, Inc. - Storm Sewer & Fire Hydrant
Rocky Mountain Hardscapes - Pavers
Integrated Resource Systems, Inc. - Pavement Marking
Asphalt Specialties - Aphalt
Cogan Construction - Brick Walls
Weifield Group - Electrical
TCI - Removals, Earthwork, Concrete, Traffic Control

# NOTICE

# OF

# AWARD

# NOTICE OF AWARD

Dated March 17, 2014

TO: TECHNOLOGY CONSTRUCTORS, INC.
Bidder

Project: DOWNTOWN STREETSCAPE IMPROVEMENTS – CHARLOTTE STREET

ENGINEER's Proj. No. 0127032.00

OWNER: TOWN OF JOHNSTOWN, COLORADO

You are hereby notified that your Bid dated March 3, 2014 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for

DOWNTOWN STREETSCAPE IMPROVEMENTS – CHARLOTTE STREET

The Contract Price of your contract is One Million Two Hundred Seventy Four Thousand Eighty Dollars ($1,274,080.00).

Six copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1.You must deliver to the OWNER six fully executed counterparts of the Agreement including all the Contract Documents. This includes the sets of Drawings. Each of the Contract Documents must bear your signature on the cover of the page.

2.You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (paragraph 5.01) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you two fully signed counterparts of the Agreement with the Contract Documents attached.

_____
TOWN OF JOHNSTOWN

By: _____

Title: _____

# NOTES

**DATE: 03/17/14**