

TOWN COUNCIL

MEETING

PACKET

April 7, 2014

**Monday April 7, 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 17, 2014
 - B) Consider Mosquito Control Agreement - Colorado Mosquito Control Inc.
 - C) Consider Contract for Geotechnical Services for Downtown Streetscape Improvements Project – Ground Engineering
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
 - A) *Public Hearing – Parish, LLC Annexation
 - 1) Consider Annexation Agreement
 - 2) Consider Resolution No. 2014-03 - Findings of Fact
 - 3) Consider Annexation Ordinance No. 2014-133
 - 4) Consider Zoning Ordinance No. 2014-134

8-1) ADJOURN

- 9) **NEW BUSINESS**
 - A) Administer Oath of Office
 - B) Roll Call
 - C) Agenda Approval
 - D) Appointment of Mayor Pro tem
 - E) Reappointment of Town Attorney
 - F) Reappointment of Municipal Court Judge

10) COUNCIL REPORTS AND COMMENTS

11) MAYOR'S COMMENTS

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**
- **Mosquito Control Agreement
(Colorado Mosquito Control Inc.)**
 - **Geotechnical Services
(Downtown Streetscape Project)
(Ground Engineering)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Minutes – March 17, 2014
- B) *Agreement for Mosquito Control Services – Colorado Mosquito Control Inc.
- C) **Contract for Geotechnical Services for Downtown Streetscape Improvements Projects – Phases 3 and 4 and Municipal Parking Lot – Ground Engineering

* Colorado Mosquito Control has successfully provided mosquito control services to the Town over the past eleven (11) years. The contract for providing the services to the Town in 2013 totaled \$16,500. According to the proposal, the cost for mosquito control services will increase by \$500 to **\$17,000**. The Town Treasurer has indicated sufficient funds have been allocated in the budget for the services. The Town Attorney has reviewed prior agreements for mosquito control services and found them acceptable. This agreement is similar to the agreements previously reviewed and approved by the Town Attorney.

TST Inc. of Denver, the Town's consulting engineer for the Downtown Streetscape Improvements Project solicited proposals from three (3) geotechnical firms (refer to attachment) for materials testing associated with the downtown project. Based upon a review of the proposals by the Town's contract engineer, it is recommended the contract for the geotechnical services be awarded to Ground Engineering in a total amount not to exceed **\$7,362.50, and authorize the Town Manager to approved change orders in an amount not to exceed ten percent (10%) of the contract amount and also authorize the Mayor to sign the agreement. The professional services agreement is the Town's standard agreement which was prepared by the Town Attorney. According to the Town Treasurer, sufficient funds have been budgeted for the services.

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

FINANCIAL ADVICE: N/A

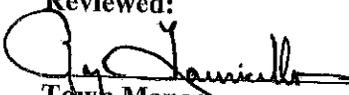
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move we approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, March 17, 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, James, Lebsack, Mellon and Townsend

Those absent were: Councilmember Molinar Jr.

Also present: Russ Anson, Town Attorney, Roy Lauricello, Town Manager. John Franklin, Town Planner, Brian Phillips, Chief of Police, Tom Hellen, Public Works Director and Diana Seele, Town Clerk

Agenda Approval

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

Consent Agenda

Councilmember Lebsack made a motion seconded by Councilmember Berg to approve the Consent Agenda with the following items included:

- March 3, 2014 - Town Council Meeting Minutes
- Payment of Bills
- February Financial Statements

Motion carried with a unanimous vote.

New Business

A. Consider Water and Sewer Service Agreement – Thompson River Ranch Filing No. 3 – The Developer has dedicated to the Town 8 shares of Home Supply Water and will have a surplus credit with the Town. The Developer will also pay to the Town water court transfer fees in the amount of \$5,500.00. Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve the Water and Sewer Service Agreement for Thompson River Ranch Filing No. 3. Motion carried with a unanimous vote.

B. Public Hearing – Daily Subdivision Preliminary Plat – The applicant, Oakwood Homes 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 zoning of the property is Planned Unit Development-Residential (PUD-R).

Mayor Romanowski opened the Public Hearing at 7:13 p.m. and closed the hearing at 7:28 p.m. after having no public comments concerning this property.

Councilmember James made a motion seconded by Councilmember Townsend to approve the Daily Subdivision Preliminary Plat. Motion carried with a unanimous vote.

C. Public Hearing – Thompson River Ranch Filing No. 3 Final Plat – The applicant, Oakwood homes submitted a request for approval of a final subdivision plat for a parcel of land located south of the existing Thompson River Ranch development. 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 private park/playground and landscaped, private detention ponds are proposed.

Mayor Romanowski opened the Public Hearing at 7:32 p.m. and having no public comment closed the hearing at 7:39 p.m.

Councilmember Mellon made a motion seconded by Councilmember James to approve the Thompson River Ranch PUD, Filing No. 3 Final Plat. Motion carried with a unanimous vote.

D. Consider Public Improvements Development Agreement – Thompson River Ranch Filing No. 3 – The Public Improvements Development Agreement requires the Developer to develop the property in accordance with the subdivision plat that has been approved. Councilmember Lebsack made a motion seconded by Councilmember Berg to approve the public improvements development agreement for Thompson River Ranch Filing No. 3. Motion carried with a unanimous vote.

E. Consider Award of Contract for Downtown Streetscape Improvements Project Phases 3 and 4 and Municipal Parking Lot – Technology Constructors Incorporated – Councilmember James made a motion seconded by Councilmember Townsend to award the contract for the Downtown Streetscape Improvements Project Phase 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 10% of the contract amount, and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

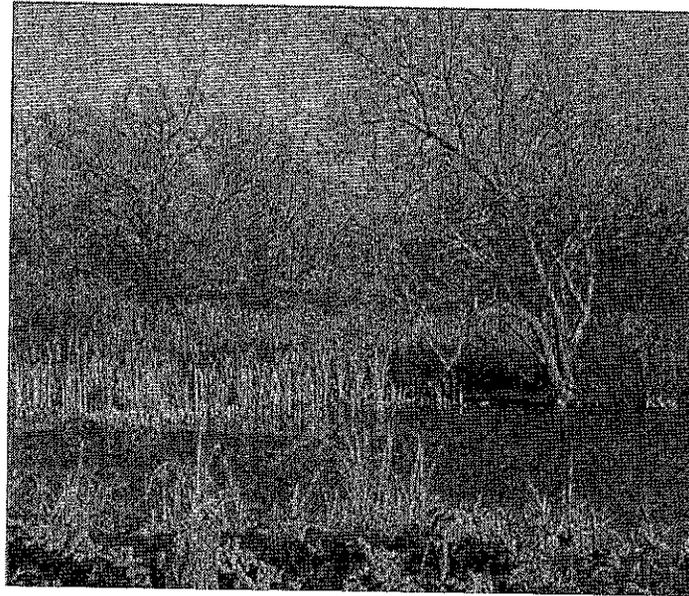
There being no further business to come before the Council the meeting adjourned at 7:59 p.m.

Mayor

Town Clerk/Treasurer

AGREEMENT
(Mosquito Control Services)

**2014 SERVICE PROPOSAL
FOR MOSQUITO MANAGEMENT OPERATIONS
IN THE TOWN OF JOHNSTOWN**



DECEMBER 5, 2013

ADVANCED PEST MANAGEMENT OF COLORADO, INC. D/B/A

COLORADO MOSQUITO CONTROL, INC.

695 North 7th Ave. Brighton, Colorado 80601

Contact: Michael W. McGinnis, President

(303) 558-8730 Fax 558-8734

E-Mail: mmcginnis@comosquitocontrol.com

Visit our Website: www.comosquitocontrol.com

**2014 RENEWAL FOR MOSQUITO
MANAGEMENT OPERATIONS
IN THE TOWN OF JOHNSTOWN**

Advanced Pest Management of Colorado, Inc. d/b/a

COLORADO MOSQUITO CONTROL, INC.

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 C. ADULT MOSQUITO CONTROL

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SECTION 1.

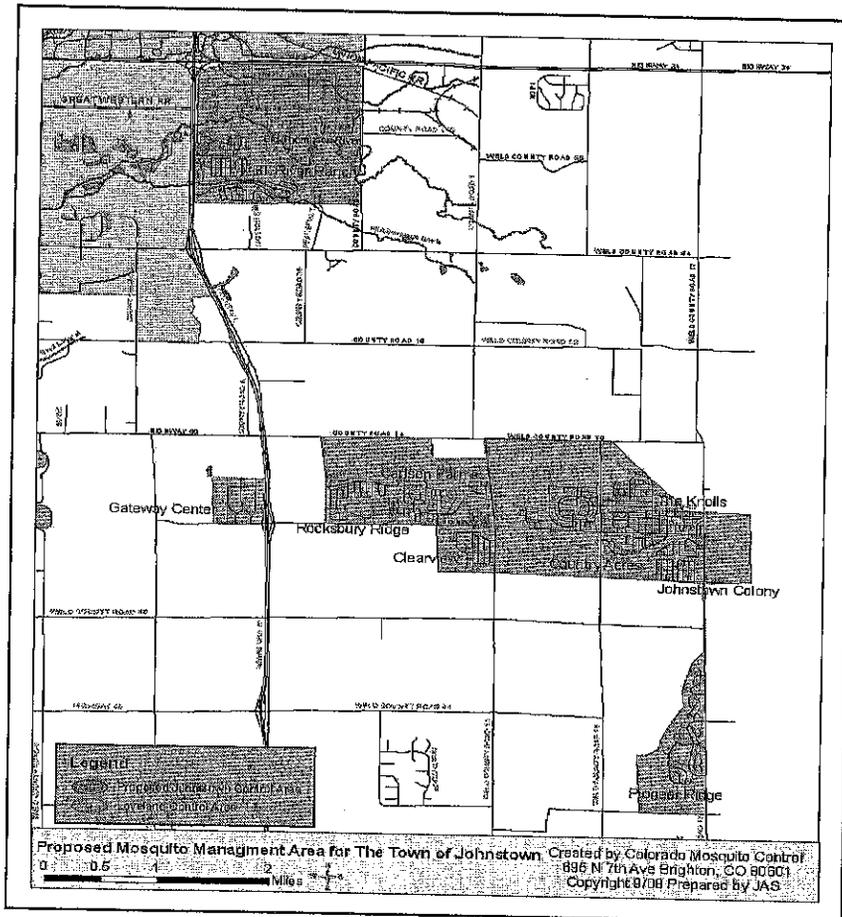
A. PROJECT DESCRIPTION

Colorado Mosquito Control, Inc. will execute a comprehensive Integrated Mosquito Management (IMM) Program for the Town of Johnstown (as defined below), beginning in April 2014.

Colorado Mosquito Control, Inc. will employ established IMM principles and practices to reduce the numbers of larval and adult mosquitoes in the Town of Johnstown. These principles and practices will consist of an environmentally sensitive program that utilizes a combination of cultural, biological and *least-toxic* chemical measures that emphasize the environmental approach, to target and control **all mosquitoes**, including potential disease-vector populations and nuisance species, and which is economically feasible, all with an emphasis on eliminating or minimizing chemical pesticide applications.

B. PROJECT AREA

Colorado Mosquito Control understands and agrees that the Town of Johnstown Mosquito Management Program consists of the geographic area for the municipal boundary of the Town of Johnstown. Mosquito control surveillance monitoring and operations will only be performed in the town limits as identified.



SECTION II. INTEGRATED MOSQUITO MANAGEMENT SERVICES

A. LARVAL MOSQUITO CONTROL

ROUTINE WEEKLY SITE INSPECTIONS

CMC will inspect all of the previously mapped and newly found potential larval mosquito development sites within the contracted areas. CMC has identified and mapped over 120 known and potential mosquito-breeding sites within the municipal boundary for the town limits of Johnstown.

CMC has traditionally focused over 95% of Integrated Mosquito Management control efforts on larval mosquito surveillance and control with great success and will certainly continue. CMC, utilizing the **CMMS™** system, will continue to maintain a larval site history database that includes a site catalog number, date and time inspected, wet or dry status of the site, treatment (if any), product type, amount, estimated acreage treated, larval density, larval instars present and larval Genus and species (added by CMC Surveillance Laboratory staff after ID of field collected larval sample). CMC will utilize the **CMMS™** system to accurately and efficiently target larval mosquito control efforts, and will include:

CMMS™ targeted larval site inspections, as needed, to all previously located and new found potential larval habitats. Weekly site inspection will be based on proprietary **CMMS™** algorithms that select and target larval sites based on past comprehensive site history data. This data incorporates historic records of larval presence, larval densities, larval genus and species, habitat size and type, water source, and weather data.

As sites are found to be breeding mosquito larvae, CMC will first look to cultural or physical controls to reduce standing water and larval development. Water management and source reduction including clearing clogged ditches, hand digging of channels, and working with property owners to mitigate these sites will be included.

CMC will then, as needed, treat sites found to be breeding mosquito larvae with a "Prescription-oriented" least-toxic, biological treatment appropriate to the site, larval density and history of the site. Application will be at label rates, at an industry standard rate of 5.0 lbs. per acre, for dry products.

CMC'S "PRESCRIPTION ORIENTED" LARVICIDES AND CONTROL AGENTS

Effective larval control can be achieved within the IMM framework by using only the most environmentally sound and cost-effective materials currently available. Larvicide applications will be performed via ground larvicide application by hand, power backpack or ATV application of site appropriate larvicides at label rates. Applications will utilize the following products; *Bti* (Vectobac), *Bacillus sphaericus* (Vectolex), Methoprene (Altosid), Temephos (Abate), Oils & Monomolecular films (Bonide/Agnique) at U.S. EPA registered dosage rates.

Bacillus thuringiensis israelensis (Bti) is an extremely low-toxicity, biological insecticide. Bti is a species specific material that will only affect mosquito and black fly larva. Activated by the specific pH in the gut of the larvae, the bacterially produced crystalline spore of Bti will, after being eaten by the larvae, destroy the digestive tract and kill the larvae, thus precluding development through the pupal stage to adulthood. The Bti product is formulated on a corncob granular carrier and is applied in accordance with EPA label rates.

Bacillus sphaericus (Vectolex) is an extremely low-toxicity, biological insecticide. *Bacillus sphaericus* is a species specific material that will only affect mosquito and black fly larvae. Activated by the specific pH in the gut of the larvae, the bacterially produced crystalline spore of Bti will, after being eaten by the larvae, destroy the digestive tract and kill the larvae, thus precluding development through the pupal stage to adulthood. The *Bacillus sphaericus* product is formulated on a corncob granular carrier and is applied in accordance with EPA recommended rates. The main difference between this product and Bti is that Vectolex will recycle itself in the water column and provide long term control of *Culex* mosquitoes, at a higher cost.

Altosid IGR Briquettes and Pellets are biological insecticides designed to release effective levels of Altosid (methoprene) Insect Growth Regulator over a thirty day period. The Altosid IGR is released as the briquette erodes and prevents the metamorphological change from the larval into the pupal stage. Due to their relatively high cost the briquettes are used primarily in large inaccessible historically active sites and open street catch basins. Open street catch basins are considered to be the primary source of *Culex pipiens* mosquitoes in residential areas.

Abate 5% Pellets (Temephos) is a formulation of a low-toxicity larvicide that has been designed to provide long-term, 30 day larvicidal action. CMC limits the use of chemical larvicides to areas with little biodiversity, such as in gravel pits, or areas which chronically produce large amounts of mosquitoes but use them only as a last resort when other solutions are not present.

Mineral Oil (BVA) is light oil applied to the water surface. It produces an extremely thin layer of oil, suffocating mosquitoes in the larval or pupal stage. This product is reserved for situations where other products will not be effective.

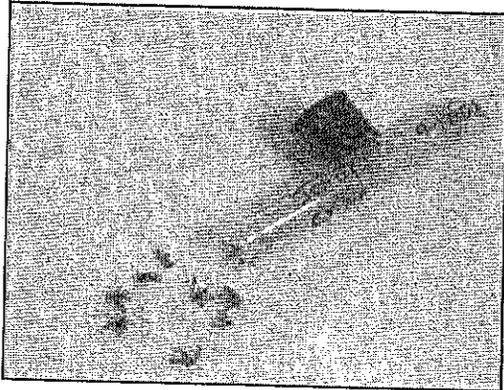
B. MOSQUITO-BORNE ENCEPHALITIS AND NUISANCE SURVEILLANCE TRAPPING

The primary tool in any mosquito control/surveillance program is a mosquito trapping device called a CDC Light Trap. This trap was developed in the 1960's and has been the standard tool for monitoring mosquito population levels, density, and species makeup for over thirty years. This specially designed, battery powered light trap baited with CO₂ (carbon dioxide), will be routinely operated at fixed points within The Town of Johnstown. Female mosquitoes are attracted to the CO₂ vapor plume produced by the sublimation of the dry-ice into carbon dioxide gas, which mimics the exhalation process of any free air breathing animal, including humans. Once near the trap, a small light bulb draws the mosquito closer and a fan then sucks the mosquito into a collection bag alive.

The Town of Johnstown surveillance light traps will be set one night per week beginning mid-May through mid-September. Trap maintenance, mosquito identification, and monitoring operations will be the complete responsibility of CMC. Mosquito sample pools will be prepared, when accepted, and sent to the Colorado Dept. of Public Health and Environment for virus testing. Results for WNV testing will be communicated to the town, as CMC is notified, in the event of a detection of a West Nile Virus positive mosquito sample pool.



Identification of the mosquitoes collected from surveillance trapping will be performed the following day when the traps are retrieved. Mosquitoes will be counted and sorted to species and documented in the CMMS database. The data obtained from surveillance trapping will determine the need for adult mosquito control applications.



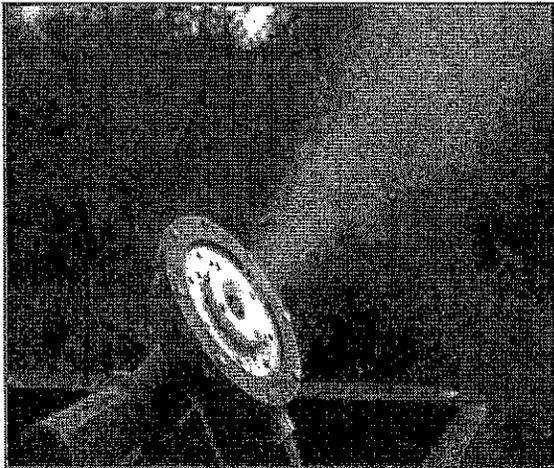
The goal of Colorado Mosquito Control, Inc. is to provide all residents in the Town of Johnstown with the best options for safe, effective, modern mosquito management. This environmentally focused program maintains adult mosquito control applications as the final resort. Decisions for

spray zones will be determined from the data obtained from surveillance mosquito trapping. When 100 adult female mosquitoes were trapped in one night, regardless of species, fogging will be scheduled in the surrounding area. There will be 5 mosquito surveillance traps set near/within Big Thompson River Ranch, Johnstown Reservoir, The Knolls, Johnstown Colony, and Pioneer Ridge in 2014.

C. ADULT MOSQUITO CONTROL PROGRAM

ULV mosquito adulticiding is the only effective means to reducing both the local adult mosquito population to an acceptable level and decreasing the threat of mosquito-borne disease transmission by reducing the vector mosquito population. ULV adulticiding is a last resort to larval mosquito control. Adult mosquito control applications will take place when surveillance and nuisance mosquito thresholds are surpassed in either surveillance traps collected from subdivisions within the Town of Johnstown, elevated WNV infection rates in mosquito populations cause public health concern, or at the specific request of the Town of Johnstown. To obtain the optimum effectiveness, the scheduling of the ULV application will depend on appropriate weather conditions. In the event of inclement weather on the evening of a spray date, the application will be scheduled for the following evening until the application is executed, unless otherwise directed by a representative from the Town of Johnstown.

The material of choice will be AquaLuer, a synthetic pyrethroid insecticide (permethrin) or comparable products if necessary. The active ingredient in this adult mosquito control insecticide is permethrin, which is highly effective in controlling mosquitoes, while the water base provides a more environmentally friendly sound solution to traditional petroleum oil-based adulticides. All adult mosquito control is accomplished using calibrated Ultra Low Volume (ULV)



equipment and performed after dusk. This type of equipment produces droplets averaging 12 microns in diameter and allows for a minimal amount of product to be dispersed into the environment. These treatments take place in the evening when mosquitoes are flying in greater numbers and non-target activity is greatly reduced. Using this application technique, the overall goal of minimal environmental impact and effective adult mosquito control is achieved in the targeted area.

Section III. General Services Description

All General Services are quoted for 2014 at no charge, and are included as part of the total service package.

1. GENERAL LIABILITY/ AUTO/ WORKERS COMP INSURANCE COVERAGE

Comprehensive \$2,000,000 (\$2 Million) per occurrence General Liability, Claims-made policy, including chemical and pollution coverage. The Town of Johnstown will be named as additionally insured on our policy.

2. MOSQUITOLINE® CUSTOMER RESPONSE SYSTEM

Twenty four hour toll-free customer access telephone number for reception of mosquito annoyance complaints, reports of standing water and information requests. This number (877-276-4306) will be advertised throughout the summer in the local newspapers and be listed on the website. Guaranteed 24 hour response/ resolution time to all mosquito annoyance complaint calls, weather permitting. This includes monthly reporting of all pertinent call information (name, address etc.) and the steps taken to resolve each problem.

3. GEOGRAPHIC INFORMATION SYSTEM

ArcGIS will be used to produce, maintain and update operational maps and databases to promote accurate and efficient field work, reporting of control activities, marking of notification and shut requests and for public educational purposes.

4. C.M.M.S.® (COMPUTER-ASSISTED MOSQUITO MANAGEMENT SYSTEM)

Use of CMC's comprehensive computer database and reporting system to target specific larval mosquito control methods to historically active development sites. This method provides effective control and reduces the high cost of routine "hit & miss" site inspection.

5. WEATHER MONITORING SERVICE

Daily monitoring of local weather conditions for use in mosquito prediction, effective operational scheduling and efficient reporting.

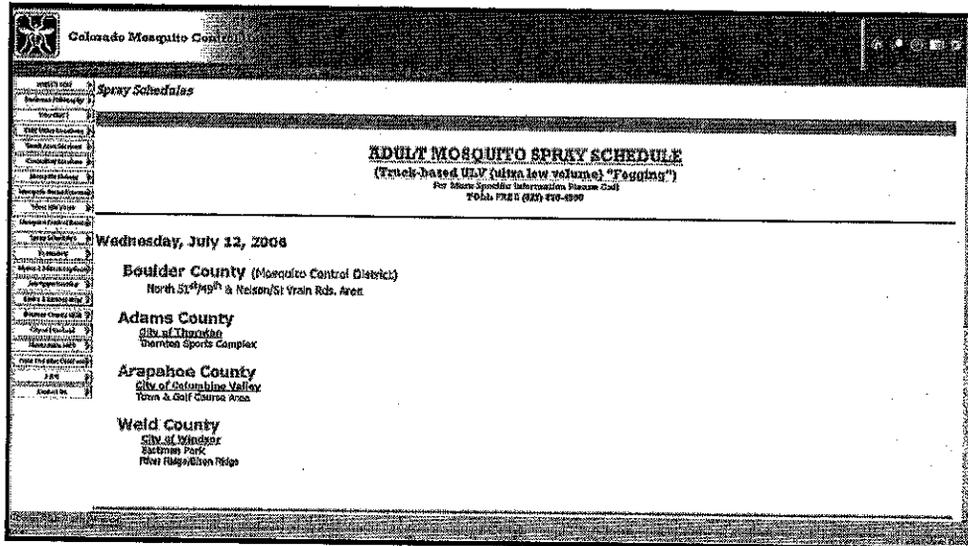
6. REPORTS

Throughout the season, monthly reports, including a MosquitoLine report, Larval Control Activity Reports, and mosquito population graphs, will be provided to the Town of Johnstown. A comprehensive end of season report will be provided which will detail the season's activities, including a MosquitoLine report, mosquito population graphs, and weather data by November 15th, each year.

7. PUBLIC RELATIONS

a. Maintenance of a complete and continuously updated call notification/ shut-off file and map system which identifies all properties that have requested either notification of spray dates or that the adulticide spray be shut-off in front of, and up-wind from their property. All Shut-off properties will be marked as needed, prior to any spray application. All records of the "Call Notification/ Shutoff File" shall be maintained by CMC and will be provided for inspection at the request of the Town of Johnstown.

b. **WWW.COMOSQUITOCONTROL.COM** a wide-ranging and comprehensive website devoted to mosquito control education and information dissemination. CMC was one of the first mosquito control organizations anywhere to publish adult mosquito control spray schedules on the web.



c. Complete access to all CMC technical literature including Material Safety Data Sheets and Sample Labels for all insecticides used in the program.

d. Digital Interactive Reporting: This CMC exclusive technology will allow our customers to quickly and easily analyze thousand of data points, simply create and instantly view charts and graphs that can visually compare years of data and show trends not easily detected from traditional data analysis.

COLORADO MOSQUITO CONTROL, INC.
ATTACHMENT "A" December 5, 2013
Proposal of Services for 2014
Town of Johnstown Mosquito Management Operations

The following price is quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without the approval of the Town of Johnstown. This mosquito management program, offered by CMC, is specifically designed for the town as a strategy to preclude local mosquito-borne disease transmission and associated problems from mosquito annoyance. Please see the previous services description pages for more detailed information. This proposal includes all labor, insecticides, vehicles, equipment, liability/auto/workers comp. insurance coverage, administrative support, and overhead expenses.

SECTION II. INTEGRATED MOSQUITO MANAGEMENT SERVICES

- A. LARVAL MOSQUITO CONTROL
- B. MOSQUITO-BORNE ENCEPHALITIS AND NUISANCE SURVEILLANCE
- C. ADULT MOSQUITO CONTROL

SECTION III. GENERAL SERVICES

- 1. LIABILITY INSURANCE COVERAGE
- 2. MOSQUITOLINE® CUSTOMER RESPONSE SYSTEM
- 3. GEOGRAPHIC INFORMATION SYSTEM
- 4. C.M.M.S.® (COMPUTER-ASSISTED MOSQUITO MANAGEMENT SYSTEM)
- 5. WEATHER MONITORING SERVICE
- 6. REPORTS
- 7. PUBLIC RELATIONS

**MOSQUITO MANAGEMENT SERVICES COST
FOR 2014 \$17,000/YR**

COLORADO MOSQUITO CONTROL, INC.
ATTACHMENT "B"
DECEMBER 5, 2013
2014 CONTRACTUAL SERVICE COST AGREEMENT

Service costs include all labor, insecticides, vehicles and equipment, administrative support and overhead expenses. Service Cost for 2014 season: \$17,000.00

ONE YEAR CONTRACT: Attachment "A" December 5, 2013 is offered for a one year period 2014.

Requests for increases beyond this amount would be subject to negotiation. Signing and returning the attached copy of the contractual agreement will authorize COLORADO MOSQUITO CONTROL, INC. to perform the service items contained in Attachment "A" December 5, 2013 within the stipulated limits for a period of one year during the 2014 season. The yearly continuation of this project is subject to the appropriation of funds by the town on an annual basis for this purpose. The Town of Johnstown also agrees to the terms set forth in Attachment "C" all these prices are complete and fully earned. Billing will be in 6 equal monthly installments (March - August). If new areas are to be covered, they will be added at the current unit rate.

For acceptance of Attachment "A" December 5, 2013 for a period of ONE YEAR (2014)

Sign Here: _____

Name (X) _____ Title _____ Date _____

Name Michael W. McGinnis Title President Date December 5, 2013
Michael W. McGinnis

Invoices should be sent to:

Name _____ Title _____
Address _____ Phone _____
City Zip _____

Keep this copy for your files

ATTACHMENT "C"
December 5, 2013
2014 Town of Johnstown Services Proposal

1. Hold Harmless Indemnity Clause:

C.M.C., Inc. shall indemnify and hold harmless The Town of Johnstown and its agents and employees from and against all claims damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of C.M.C., Inc., any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Responsibility: liability. C.M.C., Inc. warrants that it will exercise in its performance of these services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. C.M.C., Inc. shall be liable to The Town of Johnstown for any loss, damages or costs incurred by the town because of C.M.C., Inc.'s duties under this warranty.

2. Warranty & Disclaimer

Colorado Mosquito Control, Inc. ("CMC") is engaged in the business of mosquito control and abatement, and has not been retained to eradicate the mosquito population in any particular area. There are severe, and sometimes fatal, consequence of some mosquito bites which may be transmission of certain serious diseases such as malaria, dengue fever, West Nile virus and several other forms of encephalitis. Not only can mosquitoes carry diseases which afflict humans, but they also can transmit several diseases and parasites that birds, dogs and horses and other animals are very susceptible to. These include dog heart worms, Western Equine Encephalitis and West Nile Virus. Because CMC has not been retained to eradicate the mosquito population, CMC can make no warranty, representation or guarantee, of any type, about the existence of mosquito borne diseases in the geographic area of the proposed area of contracting, or the potential for human or animal infection, either before, during or after the completion of the CMC mosquito control services.

CMC warrants that the services described in this proposal will be provided in a professional and business-like manner. Other than this warranty, CMC makes no express or implied warranties, including without limitation, any express or implied warranties of merchantability or fitness for a particular purpose. Client understands and agrees that any liability of CMC regarding the Project shall be limited to negligence of CMC in the carrying out of its professional services under the contract, and shall not include any special, incidental, consequential or punitive damages, or any damages based on any lost sales or profits.

CMC will not be liable for any general, special, incidental or consequential damages for loss, damage or expense including but not limited to sickness, injury or death, loss of livestock or animals, or lost profits from any farm or ranching operations of any type from the mosquito control services provided by Colorado Mosquito Control, Inc.

3. No private vehicles will be operated in The Town of Johnstown or associated control areas in connection with the Mosquito Control Program.

4. Workman's Compensation, Automotive and General Liability Insurance are in place. (Certificates available upon request)

5. Ownership of Work Product

The parties recognize and agree that Colorado Mosquito Control, Inc. (CMC) in the course of mosquito control program design, development and implementation prepares and utilizes many documents, maps, data sets and files including GIS (geographic Information system) data and files. Such information is proprietary, a trade secret and the confidential work product of Colorado Mosquito Control, Inc. CMC retains all, rights, copyrights and ownership to all work prepared, developed or created pursuant to this contract. The Town of Johnstown may, with written permission, utilize the data and documents internally, but will not distribute or display to the public copies of such data, files, and documents or prepare derivative work or products.

6. Independent Contractor.

The parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Agreement, and that the Contractor and its agent and employees are not agents or employees of The Town of Johnstown for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits nor worker's compensation benefits from The Town of Johnstown, its elected officials, agents, or any program administered or funded by The Town of Johnstown. Contractor shall be entitled to unemployment insurance or worker's compensations insurance only if unemployment compensation coverage or worker's compensation coverage is provided by the Contractor, or some other entity that is not a party to this contract. Contractor is obligated to pay Federal and State income tax on any monies earned pursuant to the contract relationship.

AGREEMENT
(Geotechnical Services)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2014, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and Ground Engineering Consultants, Inc., hereinafter referred to as "Consultant."

WHEREAS, the Town needs geotechnical services to conduct materials testing services for the Phases 3 and 4 of the Downtown Improvements Project, and;

WHEREAS, Consultant has the background, expertise, and education to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, it is agreed as follows:

The Consultant will provide geotechnical services, more specifically defined as follows:

1. **Scope of Services**. Consultant shall perform professional services as outlined in the proposal dated March 21, 2014 and attached as Exhibit A.
2. **Term of Agreement**.
 - A. Consultant will proceed with the performance of the services called for in the attached proposal dated March 21, 2014 and attached as Exhibit A, and shall comply with the requirements of Exhibit B.
 - B. In providing these services, Consultant will work directly with the Town Engineer and under his direction.
3. **Compensation**. The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed \$7,362.50. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement to the Town.
4. **General Terms**.
 - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
 - B. **Modifications**. This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.

D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

No member of Town government, whether individual officers or employees, shall be admitted to any personal share, or afforded any pecuniary gain, remuneration, or part of this Agreement or any benefit that may arise therefrom.

F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.

G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.

H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.

I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

- A. The Consultant agrees to obtain and maintain, at the Consultant's expense, such insurance as will protect the Consultant from claims under the Workmen's Compensation Act, and such comprehensive general liability insurance and automobile liability insurance as will protect the Consultant from all claims for bodily injury, death, or property damage which may arise from the performance by the Consultant, or by the Consultant's employees, of the Consultant's functions and services required under this Agreement. The amounts of liability insurance shall not be less than \$150,000.00 per person/\$600,000.00 per accident and \$600,000.00 property damage. Consultant shall provide a Certificate of Insurance in accordance with the above requirements upon execution of this contract.
- B. The Consultant shall be responsible for all damages, including all normally foreseeable damages, resulting from negligent errors and omissions of the Consultant.

6. **Termination.** Either party to this Agreement may terminate this Agreement with or without good cause shown by giving the other thirty (30) days notice in writing. Upon delivery of such notice by the Town to the Consultant, and upon expiration of the 30-day period, the Consultant shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Agreement to the date of termination.

The Town shall then pay the Consultant promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed work prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

7. **Addresses of Notices and Communications.** All notices and communications under this Agreement to be mailed or delivered to Consultant shall be to the following address:

Ground Engineering Consultants, Inc.
2468 East 9th Street
Loveland, CO 80537

All notices and communications pertaining to this Agreement shall be mailed or delivered to the Town at the following address:

Town of Johnstown
Attn: Town Manager
P.O. Box 609
Johnstown, CO 80534

8. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon Consultant, its successors, and assigns.
9. **Assignment and Subcontract.** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Town and the Consultant.

DONE AND DATED this _____ day of _____, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

CONSULTANT:

Ground Engineering Consultants, Inc.

By: Joseph Zorack

STATE OF COLORADO)
)ss

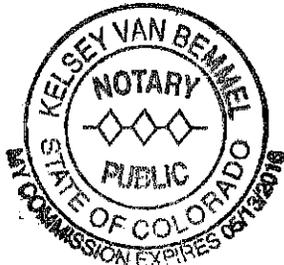
COUNTY OF Larimer)

SUBSCRIBED AND SWORN to before me this 31st day of March,
20 14, by Joseph Zorack as the Area Manager of Ground Engineering

WITNESS my hand and official seal.

My commission expires: 5/13/2016

[Signature]
Notary Public





March 21, 2014

Subject: Proposal for Materials Testing Services,
Johnstown Downtown Streetscape
Improvements – Charlotte Street, Johnstown,
Colorado

Proposal No. 1403-0413

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

Dear Mr. Franklin,

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to provide materials testing services for the Johnstown Downtown Streetscape Improvements – Charlotte Street project, located in Johnstown, Colorado. This proposal is based on our review of the plans and specifications provided dated June 2013, Addendums No. 1 - 2 and the soils investigation prepared by CTL Thompson. Please note that the services detailed below will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors. Please note: all services will be provided from our Loveland office location.

Scope of Project

The proposed project will generally consist of the streetscape improvements to Charlotte Street in downtown Johnstown, Colorado. Site improvements are anticipated to include drainage improvements, concrete flatwork and asphalt paving improvements.

Fee Estimate

To assist in the budgeting of this project, we are providing the following general scope of work and approximate costs for each service. To prepare this estimate, a number of assumptions were made regarding the project construction sequencing, the actual number of hours and associated tests may be more or less.

The fees outlined below represents an estimate of the time and unit cost for the proposed scope of work, based on our understanding of the project specifications and assuming proper scheduling of our services. The estimate detailed is not inclusive of costs associated with retesting. An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on nights and weekends, and double time will be billed on major holidays.

ESTIMATED TIME

Earthwork	Field Technician	35.0	hours at	\$45.00	per hour	\$1,575.00
Concrete	Field Technician	37.5	hours at	\$45.00	per hour	\$1,687.50
Asphalt	Field Technician	16.0	hours at	\$45.00	per hour	\$720.00
Review and Supervision	Supervisor	8.0	hours at	\$85.00	per hour	\$680.00

LABORATORY TESTING AND UNIT BILLING

Standard Proctor	2	tests at	\$90.00	per test	\$180.00
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Modified Proctor	1	tests at	\$100.00	per test	\$100.00
Atterberg Limits	3	tests at	\$45.00	per test	\$135.00
Gradation	3	tests at	\$55.00	per test	\$165.00
Concrete Compressive Strength	60	tests at	\$14.00	per test	\$840.00
Theoretical Maximum Specific Gravity (Rice)	4	tests at	\$95.00	per test	\$380.00
Extraction/Gradation	4	tests at	\$150.00	per test	\$600.00
Core - Bulk Specific	4	tests at	\$75.00	per test	\$300.00

TOTAL PROPOSAL ESTIMATE \$7,362.50

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

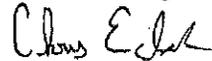
Service Agreement/Proposal Conditions

The scope addressed by this proposal does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of work actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our work will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office.

Thank you for considering us for the materials testing and special inspection services on this project.

Sincerely,
GROUND Engineering Consultants, Inc.


Chris Echols

Reviewed by Levi Klingsmith

Agreed to this _____ day of _____, 2014

Town of Johnstown, by: _____

Print: _____

GROUND ENGINEERING CONSULTANTS, INC. FEE SCHEDULE - CONSTRUCTION SERVICES (2014) 2014C1.1

MATERIAL TESTING AND SPECIAL INSPECTION

Construction Materials Testing and Special Inspections (Time is round trip from office to project site and return)

- a. Engineering Technician see proposal
- b. Senior Engineering Technician see proposal
- c. Overtime (Over 8hrs/day, weekends, nights after 6pm)..... Personnel Hourly Rate + \$15.00 per hour
- d. Vehicle Mileage..... see proposal (not typically charged)
- e. Daily Rates (includes personnel, vehicle and equipment) see proposal
- f. Weld Testing (MT,PT,UT), ASNT Qualified, Visual Weld Insp., (AWS, API CWI Qual.), Bolt Tension & Special Insp..... see proposal
- g. NDE - Weld Inspection Instrumentation – Ultra Sonic and Magnetic Particle \$40.00/day
- h. Trip Charge (covers vehicle and equipment)..... see proposal

LABORATORY TESTING

- Standard Proctor Compaction (ASTM D 698)..... \$90.00
- Modified Proctor Compaction (ASTM D 1557) \$100.00
- Check Point Proctor..... \$45.00
- Natural Density and Moisture Content \$12.50
- Specific Gravity (ASTM D 854) \$60.00
- Aggregate Specific Gravity \$60.00
- Gradation Analysis (ASTM D 422)
 - a. All Standard Sieve to #200 Sieve..... \$55.00
 - b. Percent Less Than #200 Sieve \$35.00
 - c. Hydrometer Analysis, add \$55.00
- "R"-Value (ASTM D 2844) \$325.00
- Atterberg Limit (ASTM D 4318)..... \$45.00
- Sand Equivalent (ASTM D 2419)..... \$95.00
- Relative Density (ASTM D 4253) \$200.00
- Clay Lumps and Friable Particles (C 142)..... \$35.00
- Concrete Compression Test, Cylinders..... \$14.00/ea
- Flat or Elongated Particles (D 4791) \$60.00
- Soil Stabilization Mixture Analysis..... Quote
- Concrete Flexural Test, Beams \$55.00
- Mortar Cubes..... \$20.00/ea
- Masonry Prisms..... \$85.00/ea
- Grout Specimens..... \$30.00/ea
- Soil Stabilization Pucks..... \$250.00/set of 3
- Floor Flatness and Levelness FF/FL Testing Quote
- Maturity Meter Data Loggers \$75.00 Each + Tech Time
- Laboratory Technician \$40.00-60.00/hour
- Moisture CouponsSr. Tech Time + \$35.00 per coupon
- Relative Humidity (F2170)\$50.00/each
- Concrete and Shotcrete Cores (strength only)..... \$60.00/ea

- Fireproofing: Thickness, Density, Adhesion..... Tech Time
- Asphalt Extraction and Gradation Tests\$150.00
- Special Tests/Sample Preparation \$40.00-\$60.00/hour
- Marshall Properties:
 - Field production sample\$175.00
 - Laboratory sample (3 specimens/point)..... \$200/point
- Mix Analysis Gyrotory Compaction, 3 points
 - Field Production Sample\$250.00
 - Laboratory Sample..... \$300.00
- Theoretical Maximum Specific Gravity (D 2041).....\$95.00
- Effect of Water on Cohesion of Compacted
 - Bituminous Mixtures (D 1075) Field Production.....\$200.00
 - Laboratory Specimens\$260.00
- Lottman Tests\$300.00
- Ignition Oven Calibration\$200.00
- Neutron Oven Test (AC).....\$60.00
- Coring – Asphalt \$75.00/each
- Asphalt and Concrete Mixture Analysis Quote
- Soundness (ASTM C 88)\$175.00
- Fractured Faces Test.....\$60.00
- Los Angeles Abrasion Test\$150.00
- pH Test.....\$35.00
- Water Soluble Sulfates Test.....\$45.00
- Uncompacted Voids Test.....\$75.00
- Bulk Specific Gravity - Asphalt \$50.00
- Permeability
 - a. Falling or Constant Head, 2-4" Diameter\$200.00
 - b. Triaxial Permeability.....\$350.00

ENGINEERING

(Covers planning and general supervision, field trips, analysis, consultation, preparation of reports, and travel time.)

- Principal Engineer\$125.00-\$175.00/hour
- Project Manager..... \$85.00-\$105.00/hour
- Project Engineer or Geologist..... \$75.00-\$95.00/hour
- Weld Engineer.....\$95.00-\$105.00/hour
- Staff/Field Engineer.....\$65.00-\$75.00/hour
- ICC Building Inspection (D.F.S. Approved)\$65.00-\$80.00/hour
- CAD Technician\$50.00/hour
- Special Consultation, Expert Testimony and Court Appearance Negotiable Daily Rate

MISCELLANEOUS

- Out-of-town living expenses, commercial travel costs, equipment rental, etc. Cost +15%
- Interest charged after 30 days from Invoice date 1.5%/month
- Outside Laboratory Services..... Cost +20%
- Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Thermal Conductivity and Resistivity Quote
- Mobile Laboratory..... Quote (Project Specific)

EXHIBIT B
**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

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 this public contract for services.

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

Contractor is prohibited from using either 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.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the 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 that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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.

**LETTER
OF
RECOMMENDATION**



CONSULTING ENGINEERS

March 26, 2014

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

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

Dear Mr. Lauricello,

This letter of correspondence serves as documentation of TST Inc. of Denver's evaluation of the submitted proposals for the Johnstown Downtown Streetscape Improvements – Phase 3, 4, and Municipal Parking Lot geotechnical services for materials and compaction testing. TST's recommendation of award includes the following:

- Proposal Summary
- Proposal Evaluation

Bid Summary

A total of 3 proposals were received by Tuesday, March 25, 2014. The following is a summary of the proposals:

Geotechnical Firm	Proposal Estimate
Ground Engineering	\$7,362.50
Ninyo & Moore	\$17,900.00
Yeh and Associates	\$49,280.00

Proposal Evaluation

Based on the desired scope of services for materials and compaction testing to be provided by a geotechnical engineering firm and the desired purpose for this work, Ground Engineering appears to be the desired consultant. Ground Engineering's proposal provides an adequate number of testing increments while providing quality assurance to the compaction and materials placed for the next phases of the streetscape project. Based on the proposed schedule of fees from Ground Engineering, they will complete these tests more efficiently.

Ground Engineering has completed materials and compaction testing on multiple projects that TST has been involved with and we have no known issues that would preclude Ground Engineering from being considered.



CONSULTING ENGINEERS

Recommendation

TST recommends that the Town of Johnstown award the geotechnical consultant contract to Ground Engineering for the Johnstown Downtown Streetscape Improvements Phase 3, 4, and Municipal Parking Lot Materials and Compaction Testing.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor C. Goertz".

TST INC. OF DENVER

Taylor C. Goertz, P.E.

Enclosure(s):

- Proposal for geotechnical services from Ground Engineering

AGENDA ITEM 8A

PARISH, LLC

ANNEXATION

- **Annexation Agreement**
- **Resolution No. 2014-03**
(Findings of Fact)
- **Annexation Ordinance**
(No. 2014-133)
- **Zoning Ordinance**
(No. 2014-134)
(*Public Hearing)

PUBLIC HEARING PROCEDURE- Parish, LLC Annexation

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

1. I move to approve the Annexation Agreement (subject to the following conditions...).
2. I move to approve Resolution No. 2014-03 (Findings of Fact).
3. I move to approve Annexation Ordinance No. 2014-133 on first reading.
4. I move to approve Zoning Ordinance No. 2014-134 on first reading.

For Denial:

1. I move to deny approval of the Annexation Agreement.
2. I move to deny approval of Resolution No. 2104-03 (Findings of Fact).
3. I move to deny approval of Annexation Ordinance No. 2014-133 on first reading.
4. I move to deny approval of Zoning Ordinance No. 2014-134 on first reading.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 8B

SUBJECT: *Public Hearing – Parish, LLC Annexation

ACTION PROPOSED: Consider Parish, LLC Annexation

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: This request was originally tabled on July 15, 2013 to allow time for review of an environmental report on the Little Thompson River Corridor proposed for dedication to the Town, and execution of the annexation agreement. The environment report was submitted by the Annexor and reviewed by TST, Inc. According to TST, Inc. the environmental report documents that the property is free of contaminants.

This is a request for annexation of three parcels which total 89.73± acres and are generally located east of South Parish Ave. (CR 17) and north of CR 461/2 (see map). Parcel 1 is 52.12± acres and is presently in agricultural use. Parcel 2 (3.75± acres) is the 'Sticker Stadium' ball field and Parcel 3 (23.85± acres) is a portion of the Little Thompson River Corridor which extends from CR 461/2 northeast to CR 19. The owner desires to develop Parcel 1. Parcel 2 would be deeded to the Thompson Rivers Park and Recreation District. Parcel 3 would be deeded to the Town for use as part of the Little Thompson River Corridor open space and trails system.

The Johnstown Area Comprehensive Plan and the Downtown Improvements Plan designate Parcel 1 as the southern extension of the historic downtown which is intended to provide business and residential opportunities. Parcel 1 has been historically utilized for agriculture, and is zoned Agricultural in Weld County. The owner is requesting annexation and PUD-B (Planned Unit Development-Business) zoning of the property, and intends to pursue commercial and residential opportunities. Design Guidelines are contemplated - staff will work with the owners to ensure that future development will be in compliance with Town plans and design standards.

Access to the Parcel 1 would be from CR 461/2 and South Parish Ave. Town water and sanitary sewer is available. Street and storm drainage improvements will need to be extended by the owner to serve the property.

The annexation agreement contains several special provisions which were part of the 2008 Settlement Agreement with CSG: Annexation of the three parcels; Mixed -use commercial, employment and residential development of Parcel 1; dedication of 'Sticker Stadium' (Parcel 2) to the Parks District and the Little Thompson River Corridor (Parcel 3) to the Town and; sales tax sharing of 1%; design guidelines and administrative review process. The owner has requested a ten year vesting.

State statutes require that the governing body of the annexing municipality approve a resolution of substantial compliance of the annexation petition. As part of the resolution finding substantial compliance, the governing body must set a public hearing to determine if the proposed annexation complies with sections 31-12-105, C.R.S., (Eligibility for Annexation) and 31-12-105, C.R.S., (Limitations). In accordance with statute, a public hearing date of April 7, 2014 has been scheduled.

The Planning and Zoning Commission held a public hearing on April 10, 2013 and voted to recommend approval of the annexation and PUD-B zoning with one condition, as follows: 1. An Annexation Agreement is to be prepared by the Town Attorney and signed by the Owner for Town Council consideration with annexation.

LEGAL ADVICE: The Town Attorney prepared the Annexation Agreement.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the annexation, and PUD-B zoning.

SUGGESTED MOTIONS:

For Approval:

- 1) I move to approve the Annexation Agreement (subject to the following conditions...).
- 2) I move to approve Resolution No. 2014-03 (Findings of Fact).
- 3) I move to approve Annexation Ordinance No. 2014-133 on first reading....
- 4) I move to approve Zoning Ordinance No. 2014-134 on first reading ...

For Denial:

- 1) I move to deny approval of the Annexation Agreement.
- 2) I move to deny approval of Resolution No. 2014-03 (Findings of Fact).
- 3) I move to deny approval of Annexation Ordinance No. 2014-133.
- 4) I move to deny approval of Zoning Ordinance No. 2014-134.

Reviewed:


Town Manager

**ANNEXATION
AGREEMENT**

ANNEXATION AGREEMENT

PARISH, LLC ANNEXATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between **PARISH, LLC**, a Colorado limited liability company, hereinafter referred to as "Owner," and the **Town of Johnstown**, a municipal corporation of the State of Colorado, hereinafter referred to as "Johnstown" or "Town."

WITNESSETH:

WHEREAS, Owner and Town, for the purpose of settlement of that certain litigation under the style and name of Colorado Sweet Gold, LLC, a Colorado limited liability company, Plaintiff, v. Town of Johnstown, a Municipal Corporation, et al., Defendants, in the District Court, Weld County, Colorado, Case No. 2006 CV 777, settled pursuant to the terms of an Agreement made and entered into effective the 3rd day of March, 2008, and approved and made a part of the Court's Order dated March 12, 2008, said Order and Agreement being attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth herein verbatim, hereinafter referred to as the "Joint Agreement;" and

WHEREAS, Colorado Sweet Gold, LLC and A.L. Gilbert Company, through their solely owned company, Parish, LLC, has complied with the Joint Agreement and filed its Petition for Annexation to the Town in a timely manner; and

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

WHEREAS, Owner has executed a petition to annex the Property, dated March 9, 2009, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has prepared an Outline Development Plan by Design Development Consultants dated June 21, 2010, identifying and illustrating requested zoning, proposed land use and intended development of the property; and

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

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

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

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

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.
2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, Development Regulations and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S., Section 31-12-101, et seq.
3. ***Owner.*** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement as if they were the original parties thereto. In the event of a transfer of all or any portion of this Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property provided that written notice is given, as provided in Section 35 herein, to the Town with a copy to the Town Attorney.
4. ***Further Acts.*** Owner agrees to execute promptly upon request of Johnstown any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Johnstown.
5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by Johnstown to be necessary to accomplish the annexation.
6. ***Zoning and Land Use.*** The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in the Outline Development Plan by Design Development Consultants dated June 21,

2010, and that the granting of such zoning by the Town of Johnstown is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all action necessary to permit zoning by Johnstown of the annexed Property within the time prescribed by state statute. Owner and the Town further agree that to the extent that the Outline Development Plan differs from the Joint Agreement by expansion of the commercial area and other land use areas, and modification of the open space along the South Fork of the Little Thompson River, the changes will be processed pursuant to paragraph 9 below.

7. **Sticker Stadium.** The Owner and the Town acknowledge that the Property includes Parcel 2 consisting of 3.758 acres, more or less, where Sticker Stadium is now located. Pursuant to a Lease Agreement dated August 28, 1997, Owner's predecessor agreed to convey the 3.758 acres to Thompson Rivers Park and Recreation District ("District") AS IS for ONE DOLLAR (\$1.00) and reimbursement of its cost to procure the legal right to convey the small parcel. Upon final approval of the annexation of Parcel 2 by the Town and the District's reimbursement to Owner of the District's agreed share of the cost of this annexation, the Owner will convey Parcel 2 to the District by Bargain and Sale Deed. The Contract to Convey Property between the Owner and the District shall be placed in the files of the Town and the use, development, and compliance with Johnstown Municipal Code, Development Regulations and Comprehensive Plan, this Annexation Agreement, and any development agreement pertaining to said Parcel 2, shall be the sole duty and obligation of the District and Owner shall have no duty, responsibility, and shall bear no cost or expense whatsoever. The Owner shall have no duty or bear any cost or expense of providing private or public roads, landscaping, utilities, raw water, adjacent road widening and improvements to serve Parcel 2.

8. **Sales Tax Sharing.** For the mutual benefit of the Owner and the Town, to settle a litigation for their mutual benefits, and for use to develop public facilities for a public purpose, the parties agreed in subsection 2.F of the Joint Agreement to share sales tax revenues. The Owner from the sales tax sharing shall be reimbursed for public improvements made for the use and benefit of the Property will be specifically set forth at the time of plat approval as the schedule of "Reimbursable cost for Public Improvements."

9. **Forty-Five Day Administrative Approval Process.** Subsection 2.F of the Joint Agreement provides for a forty-five (45) day administrative approval process following the guidelines approved for development along U.S. Highway 34.

10. **Vested Rights.** The Town and Owner agree that a vested rights term of ten (10) years is warranted in light of all relevant circumstances, including but not limited to, the size and phasing of the development, the mixed use and nature thereof, economic cycles, and market conditions.

11. **Phasing.** The Town agrees that the Property may be developed in phases of such number as requested by the Owner, with Town approval, that acknowledges a reasonable market based use and cost efficient development plan.

12. **Non-Conforming Use.** The Town agrees to allow the existing non-conforming agricultural use to continue until such time as physical development of the Property is commenced but not at a greater level than at its current level of activity and use. It is acknowledged that development may be in phases and in such event farming may be discontinued in phases.

13. **Water and Sewer Demand Study.** In compliance with the Town's ordinance, Owner has submitted to the Town a preliminary Water and Sewer Demand Analysis. However, both parties recognize that this preliminary estimate may need to be revised by Owner or its successors and the parties agree to cooperate with each other with respect to any future revisions. Prior to the time of any plat submittal, Owner shall submit an updated Water and Sewer Demand Analysis for the development, to be included with any proposed plats for development. The parties will enter into a separate Water and Sewer Service Agreement no later than the time of final plat approval. The Water Agreement shall follow Section 2.G of the Joint Agreement and sewer shall be on a tap basis and applied for from the Town.

14. **Water Rights Dedication.** The Owner and the Town confirm their raw water credit and additional raw water requirements and provisions for plant investment fees and meter cost shall be as set forth in Section 2.G and H of the Joint Agreement.

15. **Municipal Services.** Johnstown agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. The services provided by the Town include, but are not limited to, police protection, water and waste water services. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, emergency medical, fire protection, recreation, or trash removal services. Subject to the provisions of Sections 13 and 14 above and Owner's performance of all the requirements of the Town's ordinances and policies, the Town shall provide water and sewer services to the land through water and sewer mains, and both parties agree to cooperate to the extent necessary to allow such services with the intent that the cost of delivery of such services shall be borne by the development with recognition of Section 8, Sales Tax Sharing, above.

16. **Public Improvements.** Required public improvements shall be designed and constructed to Town standards by Owner and at Owner's expense, provided that Owner shall be entitled to cost and expense reimbursement from sales tax sharing as provided in Section 8 above, but limited by current Town regulations and as limited by paragraph 21 herein. Owner further agrees to provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and to dedicate to the Town any or all of the improvements as required by Town ordinances. Owner shall receive reimbursements for oversizing as provided in Section 17 below. The public improvements and financial guarantees shall be set forth in the Development Agreement for each filing between the Town and Owner. All utility lines on and adjacent to the Property shall be underground.

17. **Streets and Arterial Roads.** On-site and required off-site streets shall be designed and constructed to Town standards by Owner at Owner's expense. Owner shall be entitled to reimbursement for oversizing of streets in accordance with the ordinances and policies of the Town and shall further be entitled to cost reimbursement from tax sharing as provided in Section 8 above.

18. **Land Dedication.** The dedication of parks and open space, flood plains, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by General Warranty Deed to include mineral interests owned by Owner at the time of annexation or appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur as defined herein or at such time as the Town is ready to begin improvements, except that all perimeter street rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation. The Town and the Owner agree that the parks and open space shall be conveyed to the Town and to Thompson River Park and Recreation District as provided in Subsection 2.D of the Joint Agreement and Section 7 above. The parties further agree that dedications along Parish Avenue have been made by Owner pursuant to Utility Easement Agreement dated February 4, 2003, which credit shall continue for the benefit of Owner.

19. **Water and Waste Water Utilities.** On-site and required off-site water and waste water mains and appurtenances shall be constructed to Town standards by Owner at Owner's expense. Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure, as and when Owner and Town determine that such installation is necessary in connection with orderly development of the Property. The Owner shall be entitled to cost and expense reimbursement as provided in Section 8 above and waste water discharge and waste water main usage as provided in the Utility Easement Agreement dated February 4, 2003.

20. **Drainage.**

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

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

21. **Reimbursements.** To the extent water, sewer, storm drainage facilities or other utilities are oversized or extended onto the property by Owner or to the extent streets or street

lighting or other public improvements are built or relocated off-site of the Property by Owner, by any District or by the Town, for benefit accruing to other parties, said improvements may be eligible for reimbursement. Town agrees to use its best efforts to maximize the opportunity for, and amounts of reimbursement payable to Owner, in connection with the development of any other property connecting to or otherwise making use of any such improvements. The Town agrees to coordinate the execution and delivery of necessary reimbursement agreements among the Town, the Owner, and the Owner/Developer of any other such property in order to obtain such reimbursement for Owner. To the extent that Owner is not reimbursed by the Town and the Owner/Developer of any other property which is obligated to pay for a share of the cost of improvements, the Owner shall be reimbursed from Sales Tax Sharing as provided in Section 8 above to the extent funds are available.

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

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

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

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

26. ***Special District Inclusion/Exclusion.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special

districts serving the Town and the Town may request Owner to petition to exclude the property from another special district. Owner shall petition out of the Library District. If Owner is in a fire protection district other than the Johnstown Fire Protection District, Owner shall petition out of the other fire district and into the Johnstown Fire Protection District. Owner/Developer, at some point in time, will be required by the Town to petition out of the Little Thompson Water District at the request of the Town of Johnstown and may be required to comply with any requirements of an Agreement between the Town of Johnstown and Little Thompson Water District including any expenses to meet those requirements. All costs, expenses, attorney fees, and judgments for exclusion of the property from any special district shall be born by Owner/Developer.

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

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

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

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

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

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

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

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

(IV) Any other remedy available at law.

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

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

32. **Attorney's Fees.** If any party breaches this Agreement, the breaching party shall pay the non-breaching party's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owners shall reimburse Town for Town's attorney's fees. Specifically, in the event that any person, corporation, special district, municipal or county government, or any other entity asserts any claim against the Town, its officials, or employees pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, et seq., Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting the Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, at its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

33. **General Provisions.** Town shall:

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

(b) Use its best efforts in securing, at Owner's expense, construction and maintenance agreements from governmental or private entities other than the Town which is necessary to

allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner.

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

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

Owner shall notify the Town of assignments and the name, address and telephone number of the assignee and give Notice as provided in Section 35 herein. Upon the sale or other transfer of any portion of the Property, the transferor of such portion shall be released from all liability and obligation under this Agreement relating to such portion and all such liabilities and obligations shall be assumed by the transferee (unless transferee is a member of the home or commercial end user buying public or governmental entity).

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

34. *Special Provisions.*

a. The property is proposed for residential and commercial development under Planned Unit Development.

b. At the time of development, Owner will need to provide an additional thirty feet (30') of right-of-way and thirty feet (30') of landscape buffer for the expansion of Weld County Road 46-1/2 plus an additional thirty feet (30') of right-of-way and twenty feet (20') of landscape buffer for the expansion of Weld County Road 17.

c. Access points will need to be determined from a traffic impact analysis and finalized during the preliminary and final plan stages of development.

d. The Property will be served by connecting the sewer to the lift station south of Weld County Road 46-1/2 and west of the Great Western Railway.

e. Owner/Developer will be required to comply with the requirements of the appropriate design guidelines for this area.

f. Owner/Developer shall adequately address all referral comments to the satisfaction of the Town.

g. ***Sales and Use Tax Reimbursement.*** Owner has represented to the Town that the commercial development of the Property in the area depicted on Exhibit B shall be of a quality and design commensurate with other commercial development in the same general area of the Town. Based upon this representation, the Town shall pay to Owner, as more fully provided herein, the following Sales and Use Tax Rebates for the commercial development of the Property:

(I) ***Taxes Collected and Applied to Improvements.*** A portion of the sales and use tax revenue received by the Town of Johnstown from taxable activities from the commercial development on the Property, equivalent to one percent (1%) of such taxable activities, shall be separately accrued and identified in the Town records so that the location of origin, date of receipt, and source of taxation may be determined for application of payments which are described in this Agreement. However, for any new Johnstown tax not currently in effect (such as a lodging tax), such tax shall accrue one-half percent (1/2%) for the benefit of these improvements. This provision for tax credits shall expire twenty (20) years after the issuance of the first certificate of occupancy for commercial development on the Property.

(II) ***Application of Tax Credits.*** The taxes accrued and credited from subparagraph (g)(I) shall be applied to reimburse Owner for costs incurred by the Owner for all on- or off-site public improvements including, but not limited to, public water and sewer, collector and arterial streets (said costs shall include streetscape and landscaping improvements), public drainage facilities, electric and gas facilities, other public improvements, below cost sale of land to key retail/commercial users, enhanced architectural design, public art, and other items specifically agreed upon between the Town and Owner. The costs shall be reimbursed whether the initiating requirement is due to Owner's development schedule, the Town, or that of another developer that indirectly causes the need for construction. These monies shall also be used for related expenses such as legal, engineering, and appraisal expenses for activities such as condemnation, easement acquisitions, design, etc. The Town's normal reimbursement policies and the reimbursement program cannot, in combination with the tax credit accrual herein, result in Owner receiving more funds than it has actually spent on public infrastructure improvements. If the Developer wishes to have tax credits apply for below cost sale of land to key retail/commercial users, enhanced architectural design, or public art, the Owners will provide for confirmation of the value of these considerations to Johnstown for review and consideration, but there is no guarantee that it will be approved by the Town. Approval is at the sole discretion of the Town.

(III) ***Order of Payment.*** The Owner shall identify to the Town, in writing and for the Town's approval, the order of payments to be made from the sales and use tax

reimbursement fund. The Owner shall identify, in writing, to whom such payments shall be made.

(IV) *Interest.* All costs incurred by the Owner that are eligible for reimbursement pursuant to this paragraph shall also include interest accruing from the date of completion and acceptance of the eligible improvement, but interest shall accrue only for a period of seven (7) years from the date of completion. The rate of the interest shall be equal to the interest rate received by the Town on its investments over the twelve-month period preceding the date such interest commences to accrue. The interest shall be compounded annually.

(V) *Administrative Fee.* The Town shall be entitled to charge Owner a reasonable administrative fee for the administration of the separate sales and use tax reimbursement fund.

h. *Performance Standards (Design Guidelines).* The Owner agrees to adopt the Design Guidelines addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The Design Guidelines may be amended from time to time upon written consent of both Parties. The Design Guidelines shall be applied to all development projects within the Property. All individual projects proposed within the Property will be subject to review by the Johnstown Review Committee. It shall be the responsibility of the Town to decide if an individual project within the Property complies with the standards, as well as to interpret and enforce other provisions and conditions of the Design Guidelines. The Owner shall not have any further formal (other than administrative) review by the Town including, but not limited to, Planning Commission and/or Town Council approval for the individual projects. The Performance Standards shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

i. *Environmental Report.* Owner and Town agree that the lands to be dedicated to the Town are free from any environmental contamination.

35. *Notice.* All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand-delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission/receipt, provided a hard copy is mailed the same date. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:

Town of Johnstown
ATTN: Roy Lauricello, Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile Number: 970-587-0141
Email: rcello@townofjohnstown.com

With copy to:

Avi Rocklin
Town Attorney
Law Office of Avi S. Rocklin, LLC
19 Old Town Square, Suite 238
Fort Collins, Colorado 80524
Facsimile Number: (970) 797-1806
Email: avi@rocklinlaw.com

Notice of Owner:

Parish, LLC
A.L. Gilbert Company
304 N. Yosemite Avenue
P.O. Box 38
Oakdale, CA 95361
Facsimile: 209-847-3542
Email: david.gilbert@algilbert.com

With copy to:

David Wyatt, Esq.
Wyatt Law, LLC
P.O. Box 1114
Fort Collins, CO 80522
Davidwyatt66@gmail.com

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

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

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

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

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

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

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

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

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

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

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

47. *Assignment.* Owner may assign this Agreement with written consent of the Town, which consent shall not be unreasonably withheld, and upon assignment the Owner shall be relieved of all future liability for acts or omissions occurring after the assignment and any future obligations or performance of this Agreement and the assignee and their heirs, personal representatives, successors, and assigns of said assignee shall assume all responsibility and obligations of this Agreement unless otherwise agreed in writing.

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

By: _____
Mayor

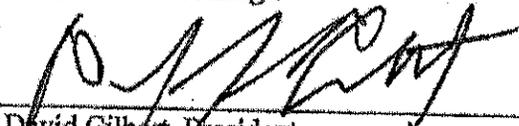
ATTEST:

By: _____
Town Clerk

LANDOWNER:

PARISH, LLC, a Colorado limited liability company

By: A.L. Gilbert Company, a California corporation, Member/Manager

By:  _____
David Gilbert, President

TO ANNEXATION AGREEMENT

AGREEMENT

March THIS AGREEMENT is made and entered into effective the 3rd day of ~~February~~, 2008, by and between COLORADO SWEET GOLD, LLC, a Colorado limited liability company, hereinafter referred to as "CSG," A.L. GILBERT COMPANY, a California corporation, hereinafter referred to as "ALG," and THE TOWN OF JOHNSTOWN, a municipal corporation, hereinafter referred to as "Johnstown."

RECITALS

1. CSG is the owner of the real property consisting of approximately 217 acres, more or less, lying east of the Great Western Railroad tracks and more fully described on Exhibit "A" attached hereto and incorporated herein by reference and referred to as the "CSG Property."
2. The CSG Property is the location of the CSG commercial and industrial building and supporting improvements.
3. The CSG Property is bordered on the west by the Great Western Railroad Company tracks, on the north by Colorado State Highway 60, on the east by Weld County Road 19, and on the south by Weld County Road 46-1/2.
4. ALG is the sole member of CSG, and owns 60 acres, more or less, bordered on the west by South Parish Avenue, on the north by individual and county properties, on the east by the Great Western Railroad Company tracks, and on the south by Weld County Road 46-1/2, the property being more fully described on Exhibit "B" attached hereto and incorporated herein by reference and referred to as the "ALG Property."
5. The CSG Property was served by Johnstown with potable water for 80 years, more or less, pursuant to various water contracts, the contracts being marked as Exhibit "C" attached hereto and incorporated herein by reference and referred to as the "Water Contract."
6. Johnstown, by letter dated April 21, 2006, notified CSG that the Water Contract was terminated effective April 1, 2006.
7. CSG commenced a civil action in the District Court in and for the County of Weld, State of Colorado bearing the caption of Colorado Sweet Gold, LLC v. The Town of Johnstown, a municipal corporation, et al., Case No. 2006 CV 777, hereinafter referred to as "the Suit."

8. By this Agreement, the parties now settle the Suit as more fully hereinafter provided.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The parties, by these presents, incorporate the Recitals hereinabove set forth into this Agreement by reference as if the same were fully set forth herein.

2. **ALG Property.** ALG and Johnstown agree as follows:

A. ALG shall petition for annexation of the ALG Property into Johnstown, following standard procedures of Johnstown, within one (1) year of the date the Suit is dismissed by the parties as hereinafter provided in Section 4, Dismissal of the Suit, below.

B. The development plan for the ALG Property shall consist of a twenty (20)-acre tract in the southwest corner to be zoned and developed for a viable commercial and employment activity center. Depending on demand, this area might include lofts above the commercial structures. However, inclusion of lofts is dependent on being thoroughly investigated to determine if there is adequate demand. The ALG Property may be developed in phases.

C. Fronting on South Parish Avenue north of the 20-acre commercial center and extending to the north boundary of the ALG Property, with a depth of 600 feet east of the right-of-way of South Parish Avenue (10 acres approximately), it is anticipated that the property will be developed equally as an employment center with mixed uses that might include a community center, office buildings, day care center, etc. Some multi-family residential structures may extend into this area.

D. The remainder of the ALG Property (32 acres approximately) will be developed as medium density residential. The area would consist of smaller lots and homes with walkways and trails, making it accessible and user-friendly to the commercial development on the corner of the ALG Property as well as activities along Parish Avenue and particularly the downtown area. This area could include a senior center, senior residences, multi-family dwellings, etc. The parties to this Agreement anticipate that the density of the residential area will be somewhere around 8-12 residences per acre with smaller units to accommodate more senior residents.

E. The parties agree that to meet open land dedication requirements for the ALG Property CSG will convey to the Town a strip of land along the South Fork of the Little Thompson River commencing at the bridge across Weld County Road 46-1/2 and extending east to Weld County Road 19. This strip of land will be 75 feet (total 150 feet) on either side of the centerline of the South Fork of the Little Thompson River. The land will be conveyed by CSG to the Town free and clear of liens and encumbrances, except those now of record and reservations for underground utilities to accommodate development to the north and south of the river. The parties agree that a pedestrian bridge might be needed somewhere along the river for crossing convenience, but such bridge is not determined and would be contingent upon future study of the area. In the event any of the adjudicated water wells described on Exhibit "D" attached hereto and incorporated herein by reference, are within the described area to be conveyed to Johnstown, CSG will reserve the right of access to the well or wells for the purpose of repairs, maintenance, and operation and will further reserve the right to relocate the wells, without opposition from the Town, to a location outside of the property to be conveyed to the Town. All cost of repairs, maintenance, operation, and relocation of the water wells is to be borne by CSG. The parties further understand and agree that it may be necessary to seek the approval of Weld County to convey the area since the area may be less than 35 acres. In the event that approval of Weld County is needed, CSG will, when the annexation petition of the ALG Property to Johnstown is filed, proceed to seek approval of a minor land division to permit the conveyance and will pay all costs associated therewith. The parties understand that there can be no guarantee that Weld County will approve the minor land division. The parties further agree that in the event the area of the land exceeds the requirement for open space dedication in the development of the ALG Property, the excess area shall be gifted to Johnstown at the appraised value since this additional land would not be required under the Johnstown Code and is a free act of CSG. The parties agree that this subsection E shall be contingent upon the area to be conveyed being free and clear of any contaminants that violate federal, state or county environmental regulations, with the option of Johnstown to reject the dedication if there are contaminants, in which case CSG will need to provide an alternate dedication. Through the joint cooperation of CSG and Thompson River Park and Recreation District, upon approval of a minor land division by Weld County approving a 3.758-acre ball park where it is presently located, the 3.758 acres shall be conveyed to Thompson River Park and Recreation District for a consideration of One Dollar (\$1).

F. The parties agree that the Annexation Agreement and/or the Development Agreement for the ALG Property will contain a provision regarding sales tax sharing, one percent to the owner to be used to reimburse the owner for public improvements and the reimbursement agreement shall extend until all improvements are made, but not to exceed a term of twenty (20) years from date that the first building permit is issued by Johnstown for a building to be constructed on the commercial property located on the southwest corner of the ALG Property. This provision shall comply with established guidelines of Johnstown. The parties further agree that as an

incentive to ALG to annex the property, there shall be a provision in the Annexation Agreement and/or Development Agreement for design guidelines that will permit a forty-five (45)-day administrative approval process. Johnstown presently has an approval process along U.S. Highway 34 that will serve a guideline for this provision.

G. CSG shall receive a raw water credit at time of annexation of twenty (20) acre feet for the purpose and use on the ALG Property for landscaping and commercial uses that generate sales taxes and/or employment opportunities. The water service includes the twenty (20) acres on the southwest corner and may extend to include some of the businesses north of the twenty (20) acres and landscaping along South Parish Avenue and Weld County Road 46-1/2. The parties agree that the credit shall include the raw water and the plant investment fee. The meter cost shall be paid as an owner's expense.

H. The parties agree that additional water for residential purposes will be needed in the development of the ALG Property and the required dedication will be based on the water demand analysis approved by Johnstown. This water will be provided by the developer of the ALG Property as each phase receives final approval for development. The parties agree, to avoid confusion, that the water to the residential development has no bearing on the Water Contract presently in litigation.

3. **CSG Property.** The parties agree that Johnstown shall continue to provide water to the CSG Property through the existing water delivery system and meter. It is agreed that CSG has a credit of five (5) acre feet of raw water on the CSG Property, with the raw water cost fully paid. The parties agree that should CSG use during any period of twelve (12) consecutive months more than five (5) acre feet of water delivered by Johnstown in the current industrial and commercial area consisting of forty (40) acres, more or less, and supporting land areas of the CSG Property where facilities are now located, CSG will provide additional raw water to meet those increased demands. For water delivered by the Town to CSG for use on the CSG Property, CSG shall be charged at the same rate per 1,000 gallons as other industrial users in Johnstown, which rate may be amended from time to time by Johnstown so long as the rate remains the same as the standard rate for like-kind users within Johnstown.

4. **Dismissal of Suit.** The parties agree that the Suit shall be dismissed with prejudice, each of the parties to pay their own costs and attorney's fees.

5. **Water Contracts.** The parties agree that the existing Water Contract attached as Exhibit "C" shall be, and the same hereby is, terminated in its entirety. The parties agree that CSG has been paying water and sewer charges monthly and that all such charges for water received by CSG from Johnstown are current.

6. **Attorney's Fees and Costs.** In the event either of the respective parties hereto shall default in any of their covenants and obligations herein provided, and the party not in default shall commence legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of said litigation, including a reasonable sum for attorney's fees.

7. **Notice.** Any notice required or desired to be given by the parties hereto, except regular water and sewer charges which may be sent in the same manner and procedure as sent to other water and sewer users of the Johnstown systems, shall be in writing and may be personally delivered, mailed by certified mail, return receipt requested, sent by email, sent by telephone facsimile with a hard copy sent by a nationally recognized, receipted overnight delivery service, including, by example and not limitation, United Parcel Service, Federal Express, or Airborne Express. Any such notice shall be deemed given when personally delivered; if emailed, on the day sent if on a business day during normal business hours of the recipient or on the next business day if sent at any other time; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by email, on the day sent if sent on a business day during normal business hours of the recipient or on the next business day if sent at any other time; if sent by telephone facsimile, on the day sent if sent on a business day during normal business hours of the recipient or on the next business day if sent at any other time; or if sent by overnight delivery service, one (1) business day after deposit in the custody of the delivery service. The addresses and telephone numbers for the mailing, transmitting, or delivering of notices shall be as follows:

If to Johnstown:

Town of Johnstown
101 Charlotte Street
P.O. Box 609
Johnstown, CO 80534
Telephone: 970-587-4664
Fax: 970-587-0141

For information only a copy to:

Russ Anson, Esq.
P.O. Box 336155
Greeley, CO 80633
Telephone: 970-353-5508
Fax: 970-356-3835
Email: ansonofc@aol.com

If to CSG:

Colorado Sweet Gold, LLC
8714 State Highway 60
Johnstown, CO 80534

If to ALG:

David Gilbert
A.L. Gilbert Company
304 N. Yosemite Avenue
P.O. Box 38
Oakdale, CA 95361
Telephone: 209-847-1721
Fax: 209-847-3542
Email: david.gilbert@algilbert.com

For information only a copy to:

Bill Wyatt and/or David Wyatt
Wyatt & Winslow, LLC
222 West Magnolia Street
Fort Collins, CO 80521
Telephone: 970-482-0703
Fax: 970-484-1170
Email: wyattlaw@qwest.net

Notices of a change of address or other contact information of any party shall be given in the same manner as all other notices as hereinabove provided.

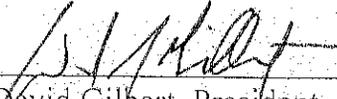
8. **Binding Effect.** The parties agree that this Agreement shall be binding upon the parties hereto, their heirs and assigns and shall be effective the day and year first above written.

9. **Appurtenant to CSG Property and ALG Property.** The parties agree that this Agreement is a benefit and a burden to the CSG Property and the ALG Property. The parties agree that this Agreement shall be a covenant, a benefit to, and a burden to the CSG Property and the ALG Property, and this Agreement shall run with the land. The parties further agree that this Agreement may be amended and/or terminated in part or in total by Johnstown, the owner or owners of the CSG Property and the ALG Property by mutual written and recorded agreement.

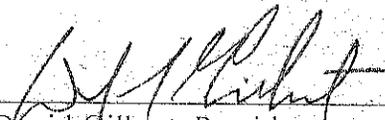
10. **Forum Selection.** The parties agree that the proper jurisdiction and venue for the enforcement of this Agreement is in the County of Weld, State of Colorado, and that all proceedings pertaining to this Agreement shall be brought in the District Court in and for the County of Weld, State of Colorado, and the parties hereto, their heirs, executors, successors, and assigns confess jurisdiction and venue.

This Agreement is made and entered into on the day of the last party to sign and this Agreement shall be dated that day.

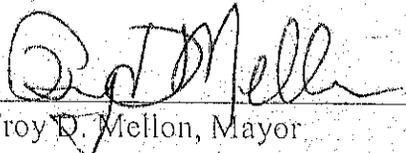
COLORADO SWEET GOLD, LLC, a Colorado limited liability company, by A.L. GILBERT COMPANY, a California corporation, Member/Manager

By 
David Gilbert, President

A.L. GILBERT COMPANY, a California corporation

By 
David Gilbert, President

THE TOWN OF JOHNSTOWN, COLORADO

By 
Troy D. Mellon, Mayor

ATTEST:

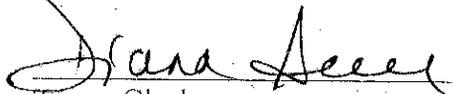

Town Clerk



EXHIBIT "A"

The N1/2 of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, EXCEPTING THEREFROM the following described tracts of land.

- 1) That part thereof platted as Johnstown Colony;
- 2) That part thereof platted as Purvis Addition to the Town of Johnstown;
- 3) A strip of land 80 feet in width through, over and across the NW1/4 of said Section 9, being 40 feet on each side of the centerline of the Great Western Railway as surveyed, located, said centerline being described as follows:
Beginning at a point on the North line of said Section 9 which is 1036.3 feet East of the NW corner; thence S35°43' East, a distance of 51 feet to a point of curve to the right whose radius is 1910.1 feet; thence on said curve to the right for a distance of 1190 feet to a point of tangent; thence S05°00' East on said tangent, a distance of 1551 feet to the South line of said NW1/4 at a point 1618.5 feet East of the NW1/4 corner of said Section 9 (variation 15° East), which strip of land was heretofore conveyed by Deed of Engelbert Sauter to The Northern Construction Company, a Colorado Corporation, which is dated January 30, 1905, and recorded in the office of the Clerk and Recorder of Weld County, State of Colorado, in Book 73 at Page 283;
- 4) Atriangular piece of land situated in the NW1/4 of said Section 9, which is described as follows:
Beginning at a point on the North line of said Section 9 which is 1090 feet East of the corner; thence East on Section line, a distance of 660 feet; thence curving to the Southwest and to the left with a radius of 455.3 feet for a distance of 660 feet; thence northerly 40 feet East of and parallel to the centerline of the Great Western Railway a distance of 610 feet, more or less, to the North line of said Section 9 and the place beginning, which piece of land was heretofore conveyed by Deed from William A. Purvis to Caroline Sauter to The Great Western Railway Company, a Colorado Corporation, by correction deed dated April 2, 1917, and recorded in the office of the Clerk and Recorder of Weld County, State of Colorado, in Book 414 at Page 585;
- 5) A tract or parcel of land, No. 1 of Colorado Department of Highways Project No. S0053(2) in the N1/2 of the NE1/4 of said Section 9, as conveyed to the Department of Highways, State of Colorado, by Deed recorded April 23, 1958, in Book 1501 at Page 27. said tract or parcel being more particularly described as follows:
Beginning at a point on the East line of said Section 9, from which point the NE corner of said Section 9 bears N00°50'30" West, a distance of 100.00 feet; thence along the East line of said Section 9, N00°50'30" West, a distance of 100.00 feet to the NE corner of said Section 9; thence along the North line of said Section 9, N89°15'30" West, a distance of 1583.50 feet; thence S00°35'30" West, a distance of 100.00 feet; thence S89°15'30" East, a distance of 1586.00 feet, more or less, to the point of beginning;
- 6) A tract of land lying in the NE corner of said Section 9 which was conveyed to Public Service Company of Colorado by Deed recorded January 15, 1987, in Book 1142 as Receipt No. 2084905, said tract of land being more particularly described as follows:
Beginning at the NE corner of said Section 9; thence S30°57'42" West, 115.25 feet to the intersection of the southerly right of way of Colorado State Highway No. 60, and the westerly right of way of Weld County Road 19; and the true point of beginning; thence along the westerly right of way of said county road, S00°24'44" E, 288.34 feet; thence N88°11'48" W, 297.21 feet; thence N01°09'12" E, 284.86 feet, more or less, to the southerly right of way of said Colorado State Highway No. 60; thence along said southerly right of way, S88°50'48" E, 289.31 feet to the true point of beginning.

LESS EXHIBIT "B" ATTACHED



EXHIBIT "B"

A portion of the Northwest quarter of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the West line of the Northwest quarter of said Section 9 as bearing North 00°32'21" West between the Southwest corner of said Northwest quarter as monumented with a # 6 rebar and a 2" aluminum cap stamped PLS 30829 and the Northwest corner of the Southwest quarter of said Northwest quarter as monumented with a # 6 rebar and a 2" aluminum cap stamped PLS 20676 with all bearings contained herein relative thereto.

BEGINNING at the Southwest corner of said Northwest quarter; thence North 00°32'21" West, along the West line of said Northwest quarter, a distance of 1,419.06 feet to the South boundary line of the JOHNSTOWN COLONY ADDITION to the town of Johnstown; thence North 89°27'39" East along the South boundary line of said JOHNSTOWN COLONY, a distance of 391.02 feet; thence North 00°32'21" West, along the East boundary line of said JOHNSTOWN COLONY, a distance of 502.22 feet to the South boundary line of the PURVIS ADDITION to the town of Johnstown; thence South 88°45'21" East, along said South boundary line, a distance of 1,007.36 feet to a point on a non-tangent curve, on the Westerly right-of-way line of the Great Western Railroad; thence Southerly along the arc of said non-tangent curve to the right, the center of which bears South 73°14'27" West, having a radius of 1870.10 feet and a central angle of 12°06'19", an arc length of 395.11 feet, the chord of said curve bears South 10°42'24" East, a distance of 394.37 feet; thence continuing along said Westerly right-of-way line, South 4°39'19" East, a distance of 1,545.78 feet to the South line of said Northwest quarter; thence North 89°05'10" West, along said South line, a distance of 1,578.97 feet to the Point of Beginning.

Containing 2,706,104.92 square feet or 62.12 acres, more or less.

EXHIBIT "C"

AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 29th day of September, 1983, by and between the TOWN OF JOHNSTOWN, a municipal corporation, organized and existing under and by virtue of the laws of the State of Colorado, hereinafter called the "Town", and ADOLPH COORS COMPANY, a Colorado corporation, hereinafter called "Coors".

PREMISES

The Town is the owner and operator of a certain waterworks system in Weld County, Colorado. Heretofore, the Town has furnished, pursuant to contract, potable water service to The Great Western Sugar Company, a Delaware corporation, hereinafter called the "Sugar Company", for a plant located on the N $\frac{1}{4}$ of Section 9, Township 4 North, Range 67 West of the 6th P.M. adjacent to the Town.

Coors contemplated the purchase of such plant, and all its appurtenances, from the Sugar Company.

The Town and Coors desire to enter into this Agreement for the furnishing of potable water service by the Town to Coors for such plant upon the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Coors to the Town, receipt of which is hereby acknowledged by the Town, and in further consideration of the covenants and agreements herein contained to be kept and performed by the respective parties hereto, as hereinafter provided, it is mutually covenanted and agreed by and between the Town and Coors as follows, to-wit:

1. The Town shall, during the life of this Agreement, sell and furnish to Coors such amount of potable water as Coors may at its option elect to purchase and receive at the prices hereinafter mentioned, for use in and about said plant and the premises thereof to be acquired by Coors. (Subject to conditions set forth hereafter.)

2. It is recognized by the Town that during the term of this Agreement the population of the Town will probably increase, and the Town agrees at its expense to expand its present waterworks

system and to maintain and operate such system so that the Town shall at all times be in position to meet the water requirements of its inhabitants and at the same time furnish water to Coors in accordance with the terms and provisions of this Agreement; provided, however, that the Town shall not be obligated to furnish water to Coors hereunder at a flow rate in excess of 700,000 gallons per day, except as hereinafter provided. Effective upon six (6) months' written notice from Coors to the Town, the Town agrees that such maximum number of gallons per day shall be increased to 1,000,000 gallons per day, not to exceed 800 acre-feet per calendar year without the prior written consent of the Town.

3. The water sold and furnished by the Town to Coors under this Agreement may be used by Coors for the purpose of protecting its said plant from fire, for human consumption, and also for any and all other purposes in connection with the operation and maintenance of said plant site as Coors may choose and for the irrigation of the premises thereof.

4. The water sold and furnished by the Town to Coors under this Agreement shall be supplied through the pipe line facilities of the Town. The extension of the 6-inch pipe line eastwardly from the west property line of Coors' purchase from the Sugar Company, during the life of this Agreement, shall be maintained by Coors.

5. There is a water meter installed in the water line leading to the plant to be acquired by Coors, which meter shall be used for the accurate measurement of water through such water line. Such meter is and shall be enclosed in a locked box. The water meter shall be maintained by the Town with full access provided by Coors.

6. On or about the 20th day of each calendar month during the life of this Agreement, said meter shall be read and Coors shall pay to the Town for all water consumed by Coors during the preceding calendar month, an amount based upon the following rate schedule:

<u>Monthly Usage</u>	<u>Monthly Charge</u>
1st 10,000 gallons	\$7.40
next 990,000 gallons	0.60 per 1,000 gallons
all usage in excess of 1,000,000 gallons	0.50 per 1,000 gallons

Such rates may be changed by the Town by ordinance from time to time caused by inflation increases, provided Coors is given at least sixty (60) days' written notice thereof and has the opportunity to be heard. Any rate increase caused by facility modifications shall not exceed an amount sufficient to cover increased costs of water treatment and water service attributable to Coors, all as demonstrated by an outside study so showing. All payments for water furnished hereunder by Coors shall be made monthly, after presentation of statements therefor by the Town.

7. All water sold and furnished by the Town to Coors under this Agreement shall be potable and shall be of the same quality and purity as the water furnished by the Town to its inhabitants and shall comply with such standards of purity and quality as shall from time to time be established by the Colorado State Board of health for water used for domestic purposes.

8. The right of Coors to purchase, take and receive water from the Town hereunder shall be subject at all times to the prior right of the Town to supply its inhabitants with water for fire protection, and the Town shall not be liable to Coors for failure to furnish water to Coors hereunder when such failure is occasioned by acts of God, fires or other causes beyond the control of the Town.

9. Within present raw water and physical plant capabilities of the Town, Coors shall have the right and option to receive water and water service under this Agreement for so long as it shall desire to purchase and receive such water and water service. If, for any reason at some future time, Coors determines it should terminate this Agreement, it may do so upon giving the Town not less than four (4) months' written notice thereof. Even if Coors receives no water and no water service during said four months, Coors shall be obligated to pay for water and water service during said four months. The average monthly billing shall be determined for water and water service for the immediately preceding twelve (12) months and, in the event of such termination by Coors, Coors will be obligated to pay the amount of such average monthly billing for such four month period, payment to be made on a monthly basis. For any month during

said four month period that Coors receives water and water services in an amount that would cost more than such monthly average cost, Coors shall pay the Town for such water and water service at the regular rates then applicable.

Upon 120 days' written notice by either party during the term of this Agreement, if either party discovers conditions which need to be modified, this Agreement may be amended, changed or updated by mutual consent of the parties.

10. As to any assignment that Coors may take from the Sugar Company under a Contract, dated April 2, 1953 (and amendments thereto) for water and water service for the plant between the Sugar Company and the Town, such assignment is taken by Coors as an accommodation to the Town, and Coors shall have no liability thereunder.

11. The obligations of Coors under this Agreement are contingent upon: (1) Coors' consummating the purchase from the Sugar Company of the plant and its appurtenances referred to in the Premises of this Agreement; and (2) Coors' receiving an assignment of the Sugar Company's rights under its Agreement as amended with the Town for water service. Upon any such consummation of purchase and receipt of the assignment, Coors shall give the Town written notice thereof.

12. The terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

B. Jane Jarrin
Town Clerk

(SEAL)

By Richard H. Silberg
Mayor

ADOLPH COORS COMPANY

ATTEST:

Arlene M. Gonzales

By Sandra K. Wozala
Vice President
Corporate Real Estate

AMENDMENT TO AGREEMENT OF
SEPTEMBER 29, 1983 BETWEEN
TOWN OF JOHNSTOWN AND
ADOLPH COORS COMPANY

This Amendment to that certain Agreement between the Town of Johnstown, a Colorado municipal corporation ("Town") and Adolph Coors Company ("Coors") is made and entered into by and between the same parties to that said Agreement, as evidenced by this writing.

For and in consideration of the mutual promises and undertakings herein set forth, the parties agree to amend their Agreement dated September 29, 1983 as follows:

1. Section 2 of said Agreement is amended to read as follows:

2. It is recognized by the Town that during the term of this Agreement the population of the Town will probably increase and the Town agrees at its expense to expand its present water works system and to maintain and operate such system so that the Town shall at all times be in a position to meet the water requirements of its inhabitants and at the same time furnish water to Coors in accordance with the terms of this Agreement. With the Town water system as presently constituted, the Town shall not be obligated to furnish water to Coors hereunder at a flow rate in excess of 700,000 gallons per day (486.111 GPM). After satisfactory completion of the improvements currently being made to the Town's Water Treatment Plant, and upon the occurrence of all of the events set forth below, such limitations will be increased to a flow rate not to exceed one million gallons per day (694.444 GPM), and to an amount not to exceed 857,033 gallons in any calendar day (based upon 960 acre feet per year):

a. Coors improves the Town's transmission facilities between a point located in the right-of-way of Colorado Highway 60, approximately 150 feet West of the intersection of Madden Avenue, where such facilities become devoted exclusively to Coors' use, and the Coors plant, to the extent that they can safely, properly, and without damage to Town facilities transmit water at the above rate and volume.

b. Such improvements are designed, constructed and installed, at no expense to the Town, in accordance with plans approved in advance by the Town or its consulting engineers as adequate to meet the standards set forth in subsection a. above.

c. Coors acknowledges in writing that such improvements are Town property and may not be removed without the consent of the Town.

Notwithstanding any other provision of this Agreement, the parties recognize that the water supply for the Town system is dependent upon sources for which the supply is variable in quantity and beyond the control of the Town. No liability shall attach to the Town hereunder on account of any failure accurately to anticipate availability of water supply or because of an actual failure of water supply due to inadequate runoff or other occurrence beyond the reasonable control of the Town. The Town agrees to construct and devote adequate facilities to make available to Coors a permanent water supply, subject to the terms of this Agreement, in view of historical experience with water runoff so far as reasonably possible. The Town's judgment in providing safety factors may not be questioned unless clearly unreasonable.

2. Section 6 of said Agreement is amended to read as follows:

6. On or about the 20th day of each calendar month during the term of this Agreement, said meter shall be read and, effective as of February 20, 1986, Coors will pay the Town for all water taken from the Town system by Coors during the preceding monthly period (21st of past month to 20th of current month) an amount based upon the following rate schedule:

<u>Monthly Usage</u>	<u>Monthly Charge</u>
1st 8,000,000 gallons or any part thereof	\$5,200.00
All usage in excess of 8,000,000 gallons	65¢ per thousand gallons or fraction thereof

Such rates may not be changed by the Town before March 1, 1987, and after that date only by ordinance from time to time, caused by inflation increases, and provided Coors is given at least sixty (60) days written notice thereof and has the opportunity to be heard. All payments for water furnished hereunder shall be made monthly, upon presentation of statements therefor by the Town.

IN WITNESS WHEREOF, the parties have set their hands and seals, as of this 9th day of June, 1986.

TOWN OF JOHNSTOWN, COLORADO

By James C. Wood
MAYOR Pro Tem

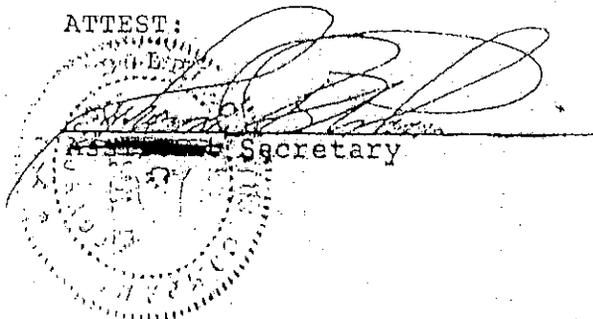


Blau Jahrenbruch

ADOLPH COORS COMPANY

By Sandra E. Woods
Vice-President--Corporate
Real Estate

ATTEST:



Secretary

AMENDMENT TO AGREEMENT OF SEPTEMBER 29, 1983
BETWEEN TOWN OF JOHNSTOWN AND ADOLPH COORS COMPANY

This Amendment to that certain agreement between the Town of Johnstown, a Colorado municipal corporation ("Town") and Adolph Coors Company ("Coors") is made and entered into by and between the Town and Golden Technologies Company ("GTC") this 10th day of December, 1993.

WITNESSETH:

WHEREAS, GTC is successor company and assumes the obligations of Coors set forth in the Contract of September 29, 1983 between the Town and Coors, and by its execution hereof acknowledges GTC is now the responsible party to that contract.

WHEREAS, the Town believes it in the Town's best interest and consequently that of the Town's water customers to create a Water System Maintenance Fund ("Fund") for future maintenance and improvement of the Town water system.

WHEREAS, the parties wish to set forth the terms and conditions under which the Fund can be created.

NOW, THEREFORE, the Town and GTC do hereby amend said agreement of September 29, 1983, and agree as follows:

1. The Town shall create a "Fund" hereafter known as Water System Maintenance Fund, and beginning with 1994, the Town will contribute, at the Town's sole discretion, not less than \$10,000 and not more than \$25,000 per annum. The Town shall not raise water rates for the exclusive purpose of raising funds for this contribution.
2. Beginning at 7:00 AM, January 1, 1994 GTC will pay the Town a Water System Maintenance Fund Surcharge ("Surcharge") calculated as described in article (6) below. This Surcharge shall be paid as a part of the regular monthly billing cycle. The Town shall list the Surcharge as a separate line item on the bill to GTC.
3. The Town shall use the Fund for overall improvements to and maintenance of its existing potable water system only, such as repair or replacement of present equipment, installation of a water line to deliver water to the Town reservoir, replacement of present lines, etc. The Fund shall not be used to subsidize expansion of the present water system nor shall the fund be used for improvements that benefit only new customers.

4. If the Town desires to use the fund for purposes other than those allowed in (3) above, it may use the Town's contributions to the fund provided that an equal sum to that used is refunded to GTC from the surcharge payments.

5. All calculations required by this amendment shall be rounded to the nearest \$0.001.

6. Beginning on December 15, 1993, and on each succeeding December 15, the Town will notify GTC of the amount it intends to contribute to the fund for the succeeding year. This projection shall not be binding on the Town but shall represent the Town's good faith intentions. If the projected contribution is \$25,000 then the Surcharge will be \$0.131 per thousand gallons of water used. If the projected contribution is less than \$25,000, the Surcharge for the succeeding year shall be adjusted. For example, if the Town projects a \$10,000 contribution:

$$(10,000/25,000) * 0.131 = \$0.052$$

per thousand gallons of water used by GTC.

The Town shall promptly notify GTC if the Town's contribution is to be different than that projected the previous December 15.

If by December 31, 1994 and each succeeding year, the Town's contribution is less than the projection made for the year in question, an adjustment shall be made. For example, if the Town contributes \$10,000 and had projected \$25,000 then the Town shall refund to GTC the sum of:

$$((\$25,000 - \$10,000) / 25,000) * \$0.131 = \$0.079$$

for every thousand gallons of water used by GTC in the previous year. The refund shall be made in thirds by reducing the amount due from GTC to the Town for water purchases in each of the first three billings of the succeeding year. If the Town has not refunded the amount due to GTC by March 31 of the succeeding year, GTC may withhold payment of water bills from the Town until the sum withheld equals the refund due.

If by December 31, 1994 and each succeeding year, the Town's contribution is greater than the projection made for the year in question, an adjustment shall be made. If for example, the Town had projected \$10,000 and actually contributes \$15,000, then GTC shall pay the Town an additional sum of:

$$(15,000/10,000) * 0.052 - 0.052 = \$0.026$$

for every thousand gallons of water used by GTC in the previous year. The Town will bill GTC for the additional amount due at one third of the amount due in each of the first three months of the succeeding year.

7. If in any year the Town contributes less than \$10,000 to the fund, then GTC's obligation to pay the Surcharge shall cease and this amendment shall terminate.

8. This agreement does not constitute a commitment by GTC to pay for water from the Town other than water delivered to GTC from the Town and used by GTC in its Johnstown facility.

9. This amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

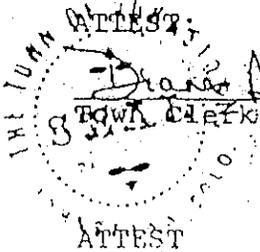
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written.

TOWN OF JOHNSTOWN, COLORADO

By: Ray E. Wadlas
Mayor

GOLDEN TECHNOLOGIES COMPANY

By: Y. R.
Vice President



ATTEST

Barbara Miller
My Commission Expires 3-20-00

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2003-708

INCREASED WATER RATES FOR THE BUSINESS
PROPERTY CURRENTLY KNOWN AS COLORADO
SWEET GOLD.

WHEREAS, Colorado Sweet Gold, LLC (CSG), is the current owner of the property and business, hereinafter referred to as the "Property," that was formerly owned by the following entities: Golden Technologies Company, Inc. (GTC), Coors BioTech Products Company, and the Great Western Sugar Company; and

WHEREAS, this property has always remained outside the town limits of the Town of Johnstown; and

WHEREAS, since February 1 of 1926, the Town and the new owner of the property have entered into various agreements concerning the use of treated water for the plant operated at the property by the Town of Johnstown through its waterworks system; and

WHEREAS, pursuant to an Agreement dated September 29, 1983, between the Town and Adolph Coors Company, which owned the Property at that time, set the rates at a certain level and specified that the "rates may be changed by the Town by ordinance from time to time caused by inflation increases, provided Coors is given at least sixty (60) days written notice thereof and have the opportunity to be heard. Any rate increase caused by facility modifications shall not exceed an amount sufficient to cover increased cost of water treatment and water service attributable to Coors, all as demonstrated by an outside study so showing." A subsequent modification of this Agreement in 1986 limited increases to water rates charged to the owner of the Property "caused by inflation increases, and provided that Coors [CSG] is given at least sixty (60) days written notice thereof and has the opportunity to be heard."; and

WHEREAS, the Board of Trustees commissioned a study by Tischler and Associates, Inc., a final draft of which is dated January 7, 2000, such study recommending a rate increase to meet the cost of providing water service to its citizens and Colorado Sweet Gold (at that time, GTC); and

WHEREAS, the Town of Johnstown did implement rate increases for the citizens of the Town of Johnstown but had not increased the water rates for the Colorado Sweet Gold property; and

WHEREAS, a hearing was set and proper notice was given for May 19, 2003, at which date and time the Board of Trustees ordered a continuance of the hearing to June 16, 2003, and at

the June 16, 2003, Board hearing, the Board voted to once again continue to August 4, 2003, to give both Town staff and representatives of Colorado Sweet Gold an opportunity to negotiate a reasonable rate to be applied to Colorado Sweet Gold; and

WHEREAS, they were not able to reach agreement; therefore, on August 4, 2003, a formal hearing was held, and the Board of Trustees, having reviewed the record herein, the submittals of both Colorado Sweet Gold and Town staff, plus hearing the statements and oral evidence presented by both the Town staff and Colorado Sweet Gold, finds as follows:

1. The current and final Agreement applicable between the parties is that which is dated September 29, 1983, as modified by the amendment adopted on June 2, 1986, concerning rate increases as stated in the 1986 amendment:

"Such rate may not be changed by the Town before March 1, 1987, and after that date only by ordinance from time to time, caused by inflation increases, and provided Coors is given at least sixty (60) days written notice thereof and has the opportunity to be heard. All payments for water furnished hereunder shall be made monthly, upon presentation of statements therefor by the Town."

2. Based upon the 1983 Agreement, the Trustees established a new rate for the predecessor of Colorado Sweet Gold effective the 20th day of February, 1986. For such rate increase hearing that established the rates effective the 20th day of February, 1986, a rate study was performed by RBD, Inc., Engineering Consultants, and specifically by John R. Burgeson, P.E., the current Town Engineer. Such rate study recommended a rate increase for the predecessor of Colorado Sweet Gold, to \$1.05 per thousand gallons. The Board of Trustees, however, only raised the rates to 65¢ per thousand gallons, effective February 20, 1986.

3. The Board of Trustees finds specifically that the true cost of delivering water service to the predecessor of Colorado Sweet Gold warranted, in 1986, a rate of \$1.05 per thousand gallons.

4. Significantly, the 1986 Agreement (executed on June 2, 1986) between the parties specifies that on March 1, 1987, and thereafter, increases in water rates for this entity may only be those caused by inflation increases. Facility modifications were no longer a factor warranting rate increases.

5. The Board finds that the best indicator of the cost of operating a water treatment facility and specifically, the Town's water treatment facility, is indicated in the RBD, Inc., study of 1985 recommending rate increase to \$1.05 per thousand gallons and the corresponding study commissioned by the Board and dated January 7, 2000, by Tischler and Associates. By comparing the cost of operating the water system of these studies, Town Engineer, John Burgeson, in his memo of July 30, 2003, derives an inflation factor of 2.0 and then as recommended by Tischler and Associates, uses the Engineering News Record (ENR) indices for

recommending a current water rate of \$2.26 per thousand gallons. The Board finds that, based upon the evidence received at the hearing, this rate most closely represents the inflation increases to the current date and most closely represents a fair and reasonable charge to Colorado Sweet Gold for providing the water service that they demand through current agreements, not only the actual water service delivered to them currently but also reserving sufficient capacity in the system to provide the maximum flows that may be demanded by Colorado Sweet Gold pursuant to the current contractual agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COLORADO, THAT:

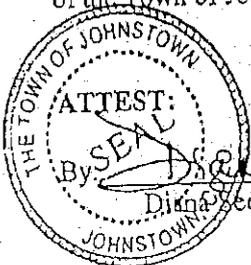
Section 1. Section 13-47(3) of the Johnstown Municipal Code shall be amended to read as follows:

(3) Any uses of water at Colorado Sweet Gold, LLC, plant shall be metered, and such company shall pay the following charges for water use outside of the Town limits: \$18,600.00 for 8 million gallons; however, the required minimum payment is \$18,600.00 per month; and \$2.26 per 1,000 gallons thereafter.

Section 2. Effective Date. This Ordinance shall become effective thirty (30) days after publication, as provided by state statute.

INTRODUCED, PASSED, APPROVED, AND ADOPTED by the Board of Trustees of the Town of Johnstown, Colorado, this 13th day of August, 2003.

TOWN OF JOHNSTOWN, COLORADO



ATTEST:

By: Diana Seale

Diana Seale, Town Clerk

By: Toy D. Mellon

Mayor Toy D. Mellon

EXHIBIT "D"

The following well rights as determined and set forth in the Decree of Court, dated October 2, 1973, Case No. W-2902 in the Water Court for Water Division 1, State of Colorado. The names of the wells and legal description or location thereof are as follows:

Well No. 11-RF150: Beginning at the E½ Corner of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence North 35°11'21.6" West, 924.35 feet.

Well No. 12-10146: Beginning at the SW Corner of NE½ of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence North 59°01'51.8" East, 1228.2 feet.

Well No. 13-10147: Beginning at the E½ Corner of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence North 46°46'28" West, 527.96 feet.

Well No. 14-10148: Beginning at the W½ Corner of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence South 89°43'15" West, 1517.37 feet.

Well No. 15-RF1075: Beginning at the E½ Corner of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence North 43°15'11.7" West, 975.72 feet.

Well No. 16-10838F: Beginning at the SW Corner of NE½ of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence North 37°14.6' East, 669.9 feet.

Well No. 17-2465F: Beginning at the W½ Corner of Section 9, Township 4 North, Range 67 West of the 6th P.M., Weld County, Colorado, thence North 88°53.16' East, 916.97 feet.

Parcel 1

A portion of the Northwest 1/4 of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the West line of the Northwest 1/4 of said Section 9 as bearing N00°28'15"W with all bearings contained herein relative thereto.

BEGIN at the Southwest corner of said Northwest 1/4 of Section 9;
thence N00°28'15"W, on the West line of said Northwest 1/4, a distance of 1,419.19 feet to the boundary line of the JOHNSTOWN COLONY ADDITION to the town of Johnstown;

thence on said boundary line the following two (2) courses and distances:

1. thence N89°32'26"E a distance of 391.16 feet;
2. thence N00°09'52"W, a distance of 501.71 feet to the South boundary line of the PURVIS ADDITION to the town of Johnstown;

thence S88°42'52"E, on said South boundary line, a distance of 1,004.49 feet to the Westerly right-of-way line of the Great Western Railroad and a point on a non-tangent curve to the right,

thence on said Westerly right-of-way the following two (2) courses and distances:

1. thence on the arc of said curve a distance of 395.20 feet, having a radius of 1870.10 feet, a delta of 12°06'29" and a chord of 394.46 feet bearing S10°38'23"E to a point of tangency;
2. thence S04°35'13"E a distance of 1545.64 feet to the South line of said Northwest 1/4 of Section 9;

thence N89°01'22"W, on said South line, a distance of 1,578.96 feet to the Point of Beginning.

Containing 62.12 acres, more or less, and being subject to all easements and rights of way of record.

Parcel 2

A portion of the Northwest 1/4 of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the North line of the Northwest 1/4 of said Section 9 as bearing N88°46'45"W with all bearings contained herein relative thereto.

COMMENCE at the Northwest corner of said Northwest 1/4 of Section 9;
thence S88°46'45"E, on the North line of said Northwest 1/4, a distance of 1680.19 feet;
thence S01°13'15"W a distance of 52.86 feet to the South right-of-way line of Colorado State Highway No. 60 and the POINT OF BEGINNING;
thence S30°38'27"E a distance of 77.76 feet;
thence S37°20'21"E a distance of 332.12 feet;
thence S55°40'45"W a distance of 239.56 feet;
thence S71°36'12"W a distance of 120.46 feet;
thence N84°59'05"W a distance of 90.90 feet;
thence N69°48'35"W a distance of 103.95 feet;
to a non-tangent curve to the left;
thence on the arc of said curve a distance of 14.64 feet, having a radius of 1950.08 feet, a delta of 00°25'49" and a chord of 14.64 feet bearing N22°46'56"W to a point of non-tangency and the beginning of a non-tangent curve to the right;
thence on the arc of said curve a distance of 528.54 feet, having a radius of 455.30 feet, a delta of 66°30'46" and a chord of 499.36 feet bearing N26°09'22"E to a point of non-tangency and to the aforesaid South right-of-way line of Colorado State Highway No. 60;
thence S88°04'44"E, on said South right-of-way, a distance of 44.76 feet to the Point of Beginning.

Containing 3.76 acres, more or less, and being subject to all easements and rights of way of record.

Parcel 3

A portion of the North 1/2 of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado more particularly described as follows:

Considering the South line of the Southwest 1/4 of said Section 9 as bearing S89°01'22"E with all bearings contained herein relative thereto.

COMMENCE at the Southwest corner of said Northwest 1/4 of Section 9;
thence S89°01'22"E, on the South line of said Northwest 1/4, a distance of 1656.92 feet;
thence N00°00'00"W a distance of 30.00 feet to the South right-of-way line of Weld County Road No. 46.5, the East right-of-way of the Great Western Railroad and the POINT OF BEGINNING;

thence N04°35'13"W, on said East right-of-way, a distance of 271.17 feet;

thence S87°08'52"E a distance of 233.88 feet;

thence N18°53'09"E a distance of 128.53 feet;

thence N66°46'53"E a distance of 129.16 feet;

thence N45°08'26"E a distance of 189.09 feet;

thence N67°45'21"E a distance of 293.25 feet;

thence S62°46'16"E a distance of 201.64 feet;

thence S16°06'33"E a distance of 172.69 feet;

thence S75°24'31"E a distance of 100.80 feet;

thence N81°31'28"E a distance of 360.22 feet;

thence N81°08'27"E a distance of 589.16 feet;

thence N80°14'28"E a distance of 434.40 feet;

thence N88°11'58"E a distance of 179.75 feet;

thence N63°54'28"E a distance of 259.14 feet;

thence N56°13'10"E a distance of 123.11 feet;

thence N60°52'44"E a distance of 140.94 feet;

thence N74°33'42"E a distance of 300.74 feet;

thence N76°35'29"E a distance of 124.64 feet;

thence N82°00'28"E a distance of 193.46 feet to the West right-of-way of Weld County Road No. 19;

thence S00°20'25"W, on said West right-of-way, a distance of 537.36 feet;

thence N18°59'28"W a distance of 256.06 feet;

thence N58°27'14"W a distance of 101.68 feet;

thence S73°37'06"W a distance of 125.12 feet;

thence S60°17'05"W a distance of 110.10 feet;

thence N86°50'55"W a distance of 289.66 feet;

thence S18°16'03"W a distance of 352.71 feet;

thence N81°34'25"W a distance of 108.30 feet;

thence N82°55'11"W a distance of 294.42 feet;

thence N82°36'19"W a distance of 195.98 feet;

thence S83°30'41"W a distance of 86.77 feet;

thence S77°55'14"W a distance of 114.41 feet;
thence S51°02'49"W a distance of 216.98 feet;
thence S73°29'39"W a distance of 109.82 feet;
thence S72°09'12"W a distance of 144.34 feet;
thence S41°01'29"W a distance of 99.96 feet;
thence S74°26'29"W a distance of 51.39 feet;
thence N76°27'23"W a distance of 311.15 feet;
thence N31°50'58"W a distance of 154.53 feet;
thence N70°51'44"W a distance of 43.66 feet;
thence S58°08'10"W a distance of 95.04 feet;
thence N86°56'09"W a distance of 76.86 feet;
thence N54°55'00"W a distance of 75.97 feet;
thence S82°31'07"W a distance of 257.53 feet;
thence S30°06'37"W a distance of 148.45 feet;
thence S52°06'52"W a distance of 130.59 feet;
thence S01°41'17"W a distance of 76.66 feet to the aforesaid South right-of-way of Weld
County Road No. 46.5;
thence N89°01'22"W, on said South right-of-way, a distance of 529.00 feet to the Point
of Beginning.

Containing 23.85 acres, more or less, and being subject to all easements and rights of way
of record.

RESOLUTION

No. 2014-03

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2014-03

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO THE PARISH, LLC ANNEXATION.

BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, as follows:

The Town Council hereby sets forth its findings of fact and conclusions with respect to the annexation of Parish, LLC based on the evidence contained in the official file, the official records of the Town of Johnstown, Colorado and the evidence produced at the hearing held on April 7th, 2014.

FINDINGS OF FACT

1. The requirements of the applicable parts of C.R.S. 31-12-104 and C.R.S. 31-12-105, have been met including the following:
 - A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with Town as shown on the annexation map.
 - B. A community of interest exists between the area proposed to be annexed and the Town, due to the proximity of the area to the Town, the desires of the owners to annex, the fact that it is within the Johnstown Comprehensive Planning Area and within the area served by the Central Wastewater Treatment Plant.
 - C. The area will be urbanized in the near future and the area is capable of being fully integrated with the Town.
 - D. Although less than fifty (50%) percent of the adult residents of the area proposed to be annexed make use of Town facilities, the land owners of the area proposed for annexation, although presently agricultural, plan to convert the land to commercial uses in less than five (5) years, and urban services, which are currently being provided to other citizens of the Town of Johnstown, can be provided to citizens of the proposed annexed area on the same terms and conditions as the services are made available to other citizens. The Town can provide water service and the Town's sewer system can be extended to the property annexed with the same standards as the current sewer system serving other citizens. Police and other municipal services can be provided as well.
 - E. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.
 - F. This annexation will not result in any detachment of area from any School District.
 - G. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. 31-1-105.

- H. The entire widths of any streets to be annexed are included within the annexation.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2). An annexation agreement has been submitted.
 3. The Town Council has determined that additional terms and conditions will not be imposed.
 4. The Petition was signed by the owners of 100% of the property to be annexed exclusive of streets and alleys.
 5. Proper notice of this hearing has been given as required by C.R.S. 31-12-108.
 6. An Annexation Impact Report has been prepared and submitted to the Weld County Commissioners and County Attorney as required by C.R.S. 31-12-108.5.

CONCLUSIONS

1. The area proposed for annexation is eligible for annexation pursuant to applicable parts of C.R.S. 31-12-104.
2. None of the limitations of C.R.S.31-12-105 apply to restrict annexation.
3. Said Parish, LLC annexation may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election under Section 31-12-107 (2).

ADOPTED this 7th day of April, 2014 by the Johnstown Town Council.

TOWN OF JOHNSTOWN, COLORADO

BY: _____
Mayor

Town Clerk

ORDINANCE

No. 2014-133

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2014-133

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION NINE (9), TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO KNOWN AS THE PARISH, LLC ANNEXATION, AND CONTAINING APPROXIMATELY EIGHTY NINE AND SEVENTY THREE ONE HUNDREDTHS (89.73+/-) ACRES

WHEREAS, by Resolution No. 2014-03, the Town Council of the Town of Johnstown, Colorado has found a petition for annexation of a certain parcel of land, as described in the attached DESCRIPTION hereto, to be in substantial compliance with C.R.S. 31-12-107 (1); and

WHEREAS, after notice pursuant to C.R.S. 31-12-108, the Town Council has held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. 31-12-104 and 105: and

WHEREAS, the Town Council has determined that the requirements of C.R.S. 31-12-104 and 105 have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of the unincorporated area in the County of Weld, State of Colorado, described in the **DESCRIPTION** attached hereto, and incorporated herein, to the Town of Johnstown, Colorado be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January 2015.

Section 3. That within thirty (30) days of the effective date of this ordinance the Town Clerk be and is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk
- B. File two certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 7th day of April, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

ORDINANCE

No. 2014-134

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2014-134

APPROVAL OF PLANNED UNIT DEVELOPMENT BUSINESS (PUD-B), ZONING OF THE PROPERTY KNOWN AS PARISH, LLC ANNEXATION LOCATED IN A PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION NINE (9), TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, AND CONTAINING APPROXIMATELY EIGHTY NINE AND SEVENTY THREE ONE HUNDREDTHS (89.73+/-) ACRES

WHEREAS, the property owners of the parcel of land, known as the Parish, LLC Annexation have applied for zoning of their property in conjunction with annexation; and

WHEREAS, the Town Council of the Town of Johnstown approved annexation of said parcel; and

WHEREAS, pursuant to state law, the Town Council upon annexation must zone the property within ninety (90) days; and

WHEREAS, The Town Planning Commission had a hearing and recommended approval of the Zoning Application to place (PUD-B) on the property; and

WHEREAS, the Town Council of the Town of Johnstown on April 7, 2014, held a hearing to determine appropriate zoning for the property and based upon the evidence received at the hearing, finds that the requested zoning of the subject property to (PUD-B) conforms to the Town's Comprehensive Plan.

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

1. Zoning of the property known as the Parish, LLC Annexation and more particularly described on the attached Exhibit "A" shall hereby be designated as (PUD-B).
2. The Town Clerk is hereby directed to file this ordinance with the real estate records of the Weld County Clerk and Recorder and publish this ordinance as required by state law.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 7th day of April, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2014.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

TST, INC. REVIEW

PHASE 1

ENVIRONMENTAL AUDIT

LITTLE THOMPSON

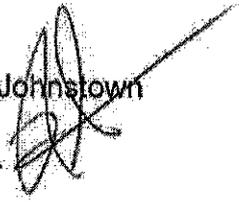
RIVER CORRIDOR



TST

CONSULTING ENGINEERS

MEMORANDUM

To: John Franklin, Town of Johnstown 

From: Bradley A. Simons, P.E.

Date: December 3, 2013

Re: Phase I Environmental Audit – Parish LLC Annexation

Project No.: 0127040.00

On October 15, 2013, I spoke with Mr. W.H. Fox regarding his September 24, 2013 responses to my August 30, 2013 memorandum. Following our telephone conversation, I sent Mr. Fox an e-mail summarizing our discussion, including:

- 1) The annexation consists of three parcels, but only a portion of the property is associated with river corridor to be dedicated to the Town of Johnstown. The three annexation parcels are summarized as:
 - a. Parcel 1 contains 62.12 acres, more or less
 - b. Parcel 2 contains 3.76 acres, more or less
 - c. Parcel 3 contains 23.85 acres, more or less
- 2) Section 2.0: The APN# is still confusing. The cover and inside title page to the report reference 105909100027, the report body references 105909200027, and the FIGURES reference 105909100027.
- 3) Section 4.2: I need to see the easements for any surface improvements for oil and gas facilities or other structures that are on or within the portion of the property associated with the river corridor to be dedicated to the Town of Johnstown.
- 4) Section 4.2: I understand the two tanks in question are not in use at this time and that there are approximately 24 acres of fields that stand between the tanks and the Little Thompson River. I also understand that there have been no releases from these tanks to the fields that may have migrated (surface or subsurface) to the portion of the property associated with the river corridor to be dedicated to the Town of Johnstown.
- 5) Finally, this is an item that I overlooked during my first review. The date of the Phase I Environmental Audit is December 10, 2008. Considering nearly five years have passed, and in light of the recent flooding that has occurred along the river corridor, an updated records search (Appendix D) is required for known environmental concerns. The updated environmental records search will identify any contaminated sites of record that may affect the portion of the property associated with the river corridor to be dedicated to the Town of Johnstown.



CONSULTING ENGINEERS

Memo to John Franklin
December 3, 2013
Page Two

In a letter, dated November 20, 2013, Mr. Fox presented additional information regarding the Phase I Environmental Audit. A copy of this communication, including the referenced attachments, is included with this memorandum.

Based upon Mr. Fox's responses to my October 15, 2013 e-mail, the subject property (8714 Highway 60, Johnstown, CO) does not appear to have any existing environmental contamination or waste dumping. Furthermore, it does not appear that the Town of Johnstown would have to deal with contamination liability along the river corridor if the Town were to accept the property for the construction of concrete and gravel paths for public access along the corridor.

Consistent with your e-mail communication of October 30, 2013 to me, the Town requested that all existing oil and gas facilities are not included in the tract dedication to the Town. Mr. Fox's November 20, 2013 response indicates the wells and accesses have been excluded from the dedication, but the exhibit to his letter is a hand-drawn modification of the original annexation map. The final annexation map should include legal descriptions for the parcel(s) being dedicated, as well as the legal descriptions of any parcels or tracts excluded from the dedication.

Should you have any comments or questions, please contact me at 303-792-0557.

RECEIVED NOV 25 2013



Environmental and Engineering Group

November 20, 2013

Post Office Box 427
Oakdale, CA 95361-0427
Office: (209) 848-4280
Fax: (209) 848-4282

Bradley A. Simons, P.E.
TST Consulting Engineers
9222 Teddy Lane
Lone Tree, CO 80124

Re: Parish Annex, Johnstown

Dear Brad;

In response to your email inquiries on October 30th, I have completed the following research and provide the following:

In regards to the APN number in Section 2.0, I have personally reviewed the Weld County Assessor's filings and found that the APN# reflected in that paragraph is a typo. The correct APN # is 15909100027. I have amended the page (see attached) and provided a copy of the Weld County's Property Profile to confirm.

As to question of easements associated with the Oil & Gas wells, after a review of the Tentative Plot Maps provided, our P.E. has determined that the wells and road access have been excluded from the mapping and dedication to the Town of Johnstown. Further, there no building associated with the dedicated area as supported by the Weld County Property Profile attached. I have attached a copy of the tentative plot referencing the areas in question.

Finally, I have provided, as an attachment, a new Environmental Records Search package that was conducted by a third party that addresses the current environment conditions as of November 4, 2013. This package will file the data gap from December 10, 2008 to present.

Hopefully, this will put all outstanding issues to rest and everyone can move forward to a final resolution on the annexation. If there are any further questions please contact me direct at (209) 765-0895.

Sincerely,

A handwritten signature in black ink, appearing to read 'W.H. Fox II', is written over a horizontal line.

W.H. Fox II, REA
WHF, Inc., An Environmental and Engineering Group

Attachments:

APN # 105909100027

**8714 Hwy 60
Johnstown, Colorado**

Phase I Environmental Audit

1.0 Purpose of Audit

The purpose of this audit is to determine, by various means, the historical environmental past of a business and/or parcels of land. This historical audit, combined with a physical site inspection, will provide sufficient information to determine if a more in-depth assessment of each location is necessary. Included in the methods for auditing are such things as; current and past practices of handling hazardous materials, field interviews, and regulatory record searches. The secondary purpose of this audit is to determine whether or not any long or short-term liability exists in terms of a hazardous waste clean up. This evaluation will include estimated scope of clean ups, if any clean ups are found to be necessary.

2.0 Scope of Audit

The property investigated in this audit includes the real property located at 8714 Hwy 60 Johnstown, Colorado. The property is a 182.82-acre parcel identified in Weld County Assessor Records as APN #105909100027.

3.0 Investigative Summary

WHF, Inc. has conducted interviews with the following agencies to determine if the site is listed as a current or former hazardous waste site:

- Johnstown City Fire Department
- City of Johnstown
- Weld County Assessors Office
- Weld County Department of Public Health and Environment
- Weld County Agricultural Department

4.0 Investigative Narrative

4.1 Investigative Methods

Investigative methods include document reviews, site visits and inspection, interviews with people knowledgeable about the site, review of old aerial photographs, Sanborn maps, if available, business directories, if available, and review of contaminated site lists published by local, state, and federal agencies.

WELD COUNTY ASSESSOR PROPERTY PROFILE

Account#: R2706004

Parcel#: 105909100027

Tax Area: 0509

Bordering County:

Acres: 182.82

Township Range Section Quart. Sec.

Subdivision Name Block# Lot#

04 - 67 - 09 - 1

Owners Name & Address:
COLORADO SWEET GOLD LLC
8714 STATE HIGHWAY 60

Property Address:
Street: 8295 46.5 CR
City: WELD

JOHNSTOWN, CO 80534

Business/Complex:

<u>Sale Date</u>	<u>Sale Price</u>	<u>Sale Summary</u>	<u>Deed Type</u>	<u>Receipt #</u>
	\$0			

Legal Description

N2 9-4-67 EXC PT PLATTED AS JOHNSTOWN COLONY & PURVIS ADD ALSO EXC BEG 2044.2'E OF NW COR SEC E1814' S1060' W400' N78DW 327' N60DS0'W 229' N89DW 100' N85DE 160' N45DW 832' N63DW 258' TO BEG ALSO EXC TRIANGULAR PIECE OF LAND TO GREAT WESTERN RWY CO 8.80' S

Land Type	Abet Code	Land Valuation Summary		Actual Value	Assessed Value
		Unit of Measure	Number of Units		
Agricultural	4167	Acres	44.82		
Industrial	9115	Acres	64		
Agricultural	4127	Acres	39.5		
Agricultural	4117	Acres	34.5		
Land Subtotal:			182.82	\$337,695	\$97,930

No Buildings on Parcel

Parish, LLC Annexation

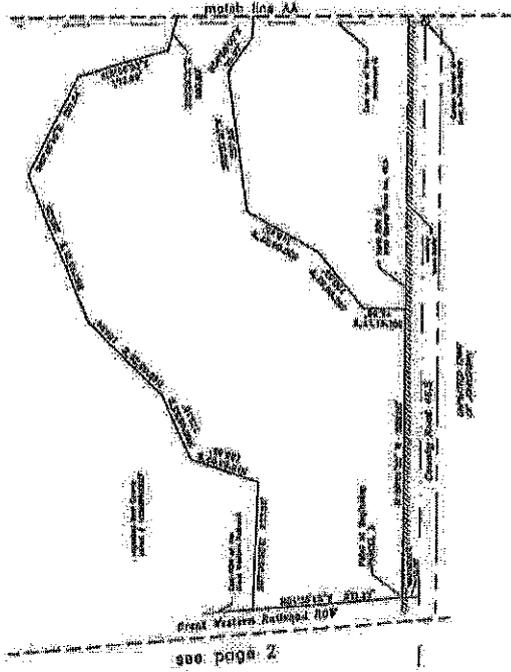
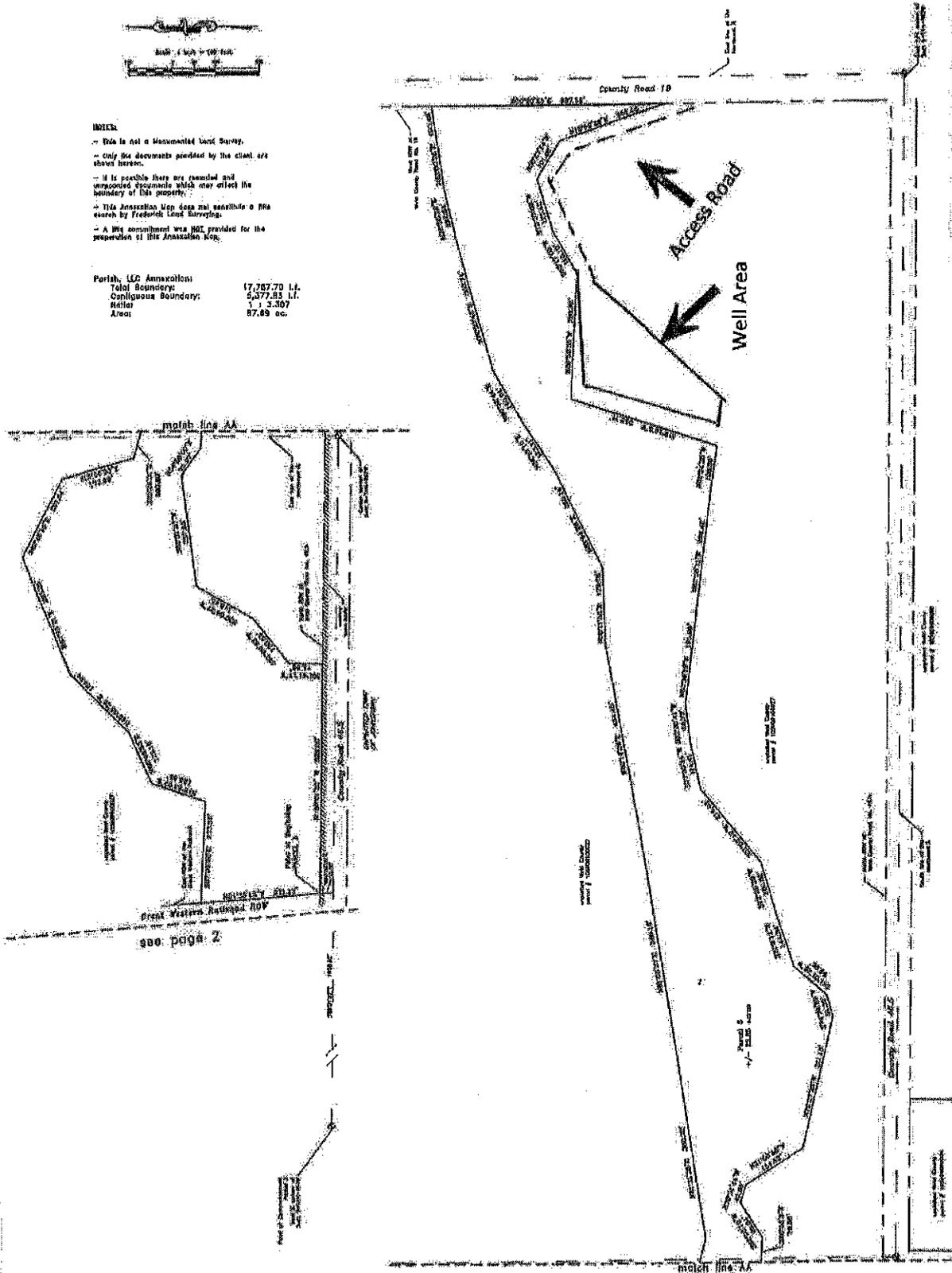
Portion of land located in the North 1/2 of Section 9, Township 4 North, Range 87 West of the 6th Principal Meridian, Weld County, Colorado



NOTES:

- This is not a monumented land survey.
- Only the documents provided by the client are shown herein.
- If it is possible there are recorded and unrecorded documents which may affect the boundary of this property.
- This Annexation Map does not constitute a site search by Frederick Land Surveying.
- A site commitment was NOT provided for the preparation of this Annexation Map.

Parish, LLC Annexation:
 Total Boundary: 17,287.70 L.F.
 Contiguous Boundary: 5,377.85 L.F.
 Acreage: 397.89 ac.



CLIENT		Parish, LLC		PROJECT		Annexation Map		Parish, LLC Annexation		Section 9, Twp 4 N, Rng 87 W, 6th PM, Weld County, Colorado		PLAT NO.		04044.000		SHEET NO.		3		TOTAL SHEETS		3	
DATE		3-11-09		BY		FREDERICK LAND SURVEYING, INC.		3012 North Appleton Avenue, Loveland, Colorado 80538		PHONE (970) 688-4199 FAX (970) 688-8758		PLAT DATE		3-11-09		SCALE		AS SHOWN					

ENVIRONMENTAL RECORD SEARCH

for the site

8714 STATE HWY 60, JOHNSTOWN CO

performed for

WHF, INC

11-04-2013

INTRODUCTION

This document, prepared in accordance with ASTM Standard E-1527-05 and 40 CFR 312.26; Reviews of Federal, State, Tribal, and local government records on 11-04-2013 at the request of WHF, INC, reports the findings of BBL's investigation of environmental concerns in the vicinity of 8714 State Hwy 60, Johnstown CO.

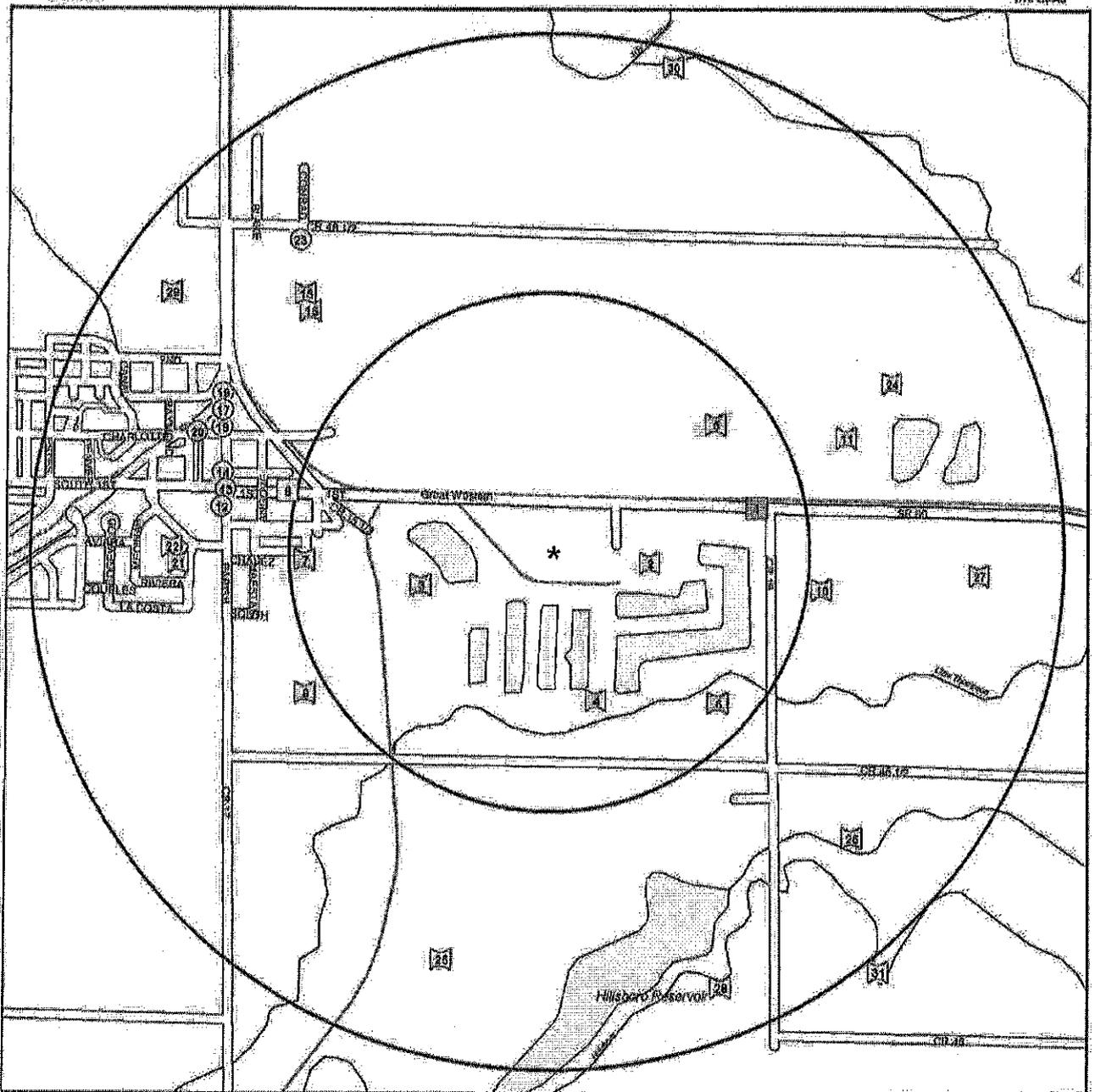
A total of 35 records were identified, representing 33 separate sites. Of these records, 3 relates to the subject site.

A total of 2 records with incomplete location information were found that could be close by the subject site.

The identified sites are grouped into two separate categories - sites with known environmental concerns (29) and sites which have just operating permits (4).

The report is divided into the following segments:

- **Overview Table** - An overview of all the identified records of concern summarized by distance and source.
- **Topographic Map** - of the surrounding area of the subject site.
- **Contour Map** - of the surrounding area of the subject site.
- **Present Aerial Photograph** - of the surrounding area of the subject site.
- **Summary** - listing of the identified records grouped by site and in order of distance to the subject property grouped into the categories of sites with **Known Environmental Concerns** and **Operating Permits Only**.
- **Detailed Report** - describing the sources investigated and the resulting findings.



1.0 inch to 1/2 mile (the circles do not include any buffer zone)

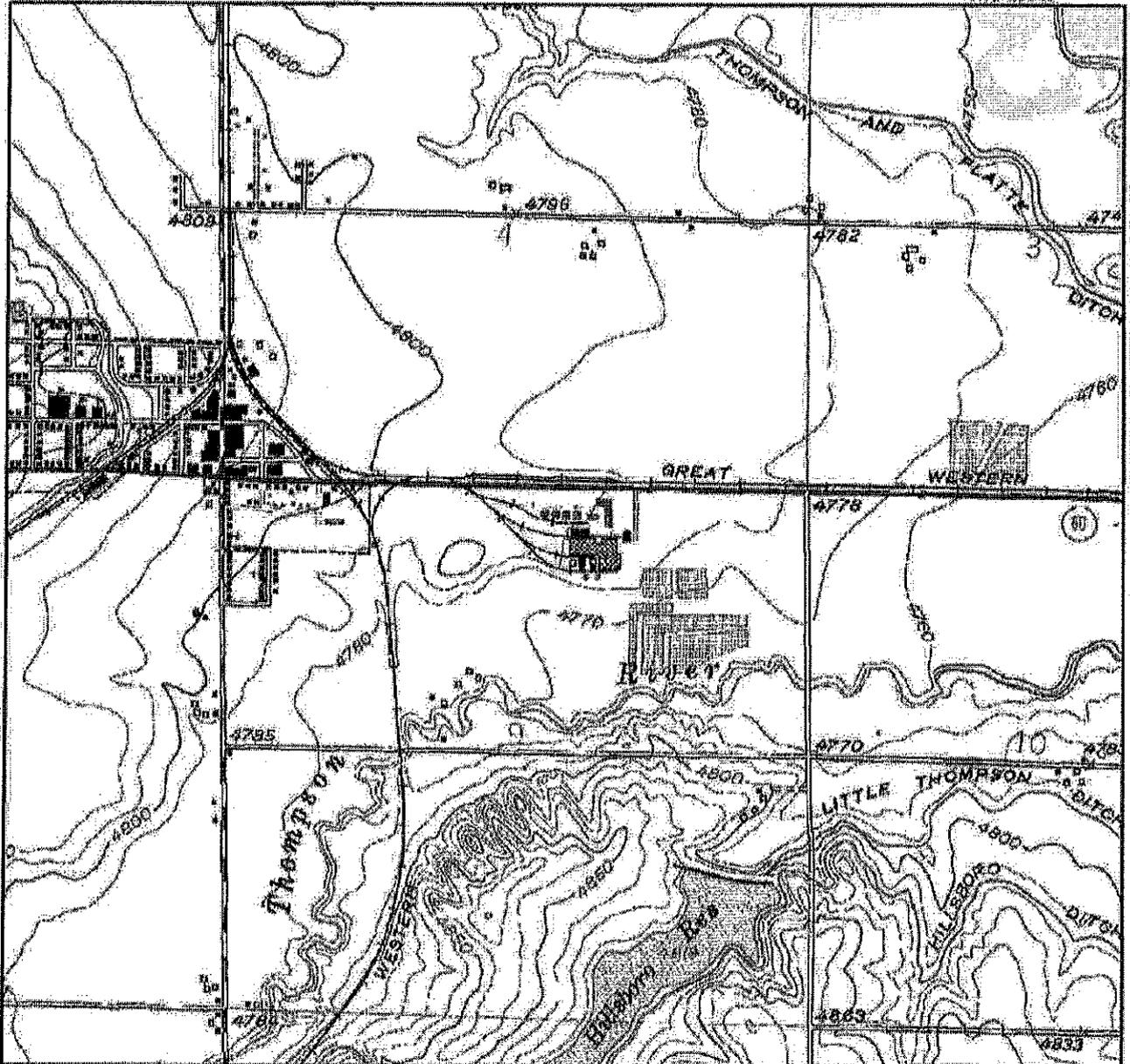


-  ENVIRONMENTAL CONCERNS - HIGH PRIORITY
-  ENVIRONMENTAL CONCERNS
-  ENVIRONMENTAL CONCERNS - WITH A 'NO FURTHER ACTION' STATUS
-  OPERATING PERMITS ONLY
-  WATER WELLS

APPROXIMATE LOCATION OF IDENTIFIED SITES IN THE VICINITY OF SUBJECT SITE, AT 8714 STATE HWY 60, JOHNSTOWN

1.	GOLDEN TECHNOLOGIES CO	8714	STATE HWY 60
2.	UNIOIL	1	GREAT WESTERN SUGAR
3.	UNIOIL	2	GREAT WESTERN SUGAR
4.	UNIOIL	7	GREAT WESTERN SUGAR
5.	HS RESOURCES INC	1	CHAMBERLIN
6.	UNIOIL	8	GREAT WESTERN SUGAR
7.	UNIOIL	5	GREAT WESTERN SUGAR
8.	UNISCOPE INC	310 W	S 1ST ST
9.	UNIOIL	3	GREAT WESTERN SUGAR
10.	UNIOIL	1	BINDER
11.	RESOURCE TECHNOLOGY CORP		# BINDER 14-3
12.	DONALD T PURVIS	113 W	S 1ST ST
13.	GRAND CENTRAL STATION	108 E	S 1ST ST
14.	H & R AUTO & TRUCK REPAIR	100 W	S 1ST ST
15.	PATINA OIL & GAS CORPORATION		# HELD 1
16.	PATINA OIL & GAS CORPORATION		#1 HELD ET AL
17.	SRA	22 N	PARISH
18.	SRA	22 N	PARISH AVE
19.	ADV PETR CONCEPTS	33 N	PARISH AVE
20.	JOHNSTOWN, TOWN OF	101	CHARLOTTE ST
21.	INVESTEK INC	1	SPRINGER
22.	CANNON RESOURCES INC	8-1	SPRINGER
23.	CDOT JOHNSTOWN	23557	CONRAD ST
24.	SOUTHWESTERN PRODUCTION CORP	14-3	BINDER
25.	UNIOIL	1	LITTLE THOMPSON
26.	SHEPLER & THOMAS INC	10-1	SPAUR
27.	UNIOIL	2	BINDER
28.	HS RESOURCES INC	1-9	HOVEY WANKER
29.	SOUTHWESTERN PRODUCTION CORP	1	RIEDER
30.	PATINA OIL & GAS CORPORATION	41-4	HENDERSON
31.	SHEPLER & THOMAS INC	10-3	SPAUR
UNKNOWN LOCATIONS			
	WELD COUNTY JOHNSTOWN SHOP	E	2ND ST
	WELD COUNTY FACILITY AT JOHNST		STATE HWY 60

INDEX OF SITES LISTED BY MAP NUMBERS



Scale: 1.6 inches to 1/2 mile



Longitude: -104° 53' 40.6"
 Latitude: 40° 18' 58.4"
 UTM Easting: 508952 meters
 UTM Northing: 4454503 meters
 UTM Zone: NAD-13

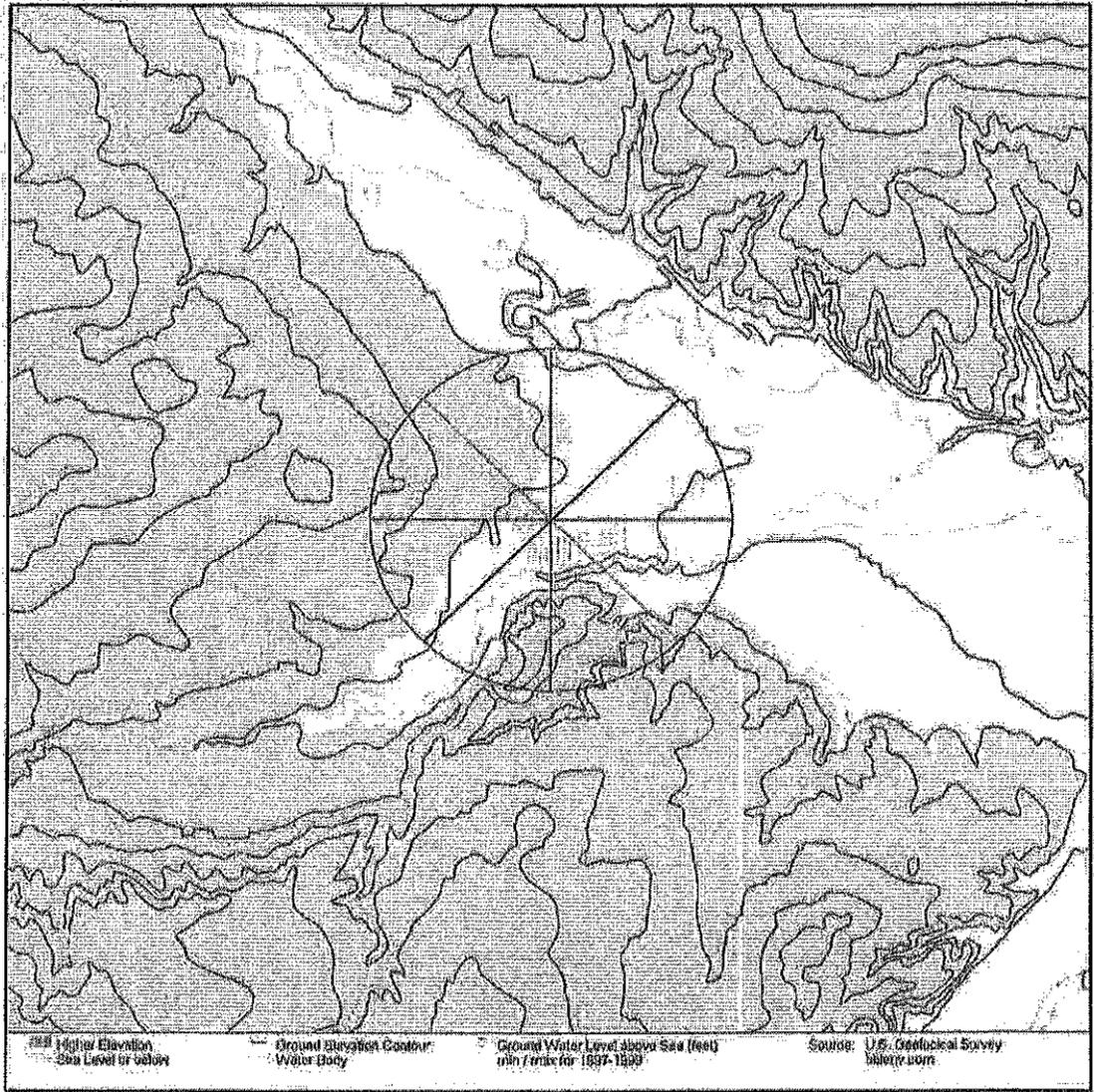
County:

Source: U.S. Dept of Interior, Geological Survey
 JOHNSTOWN, CO 1969

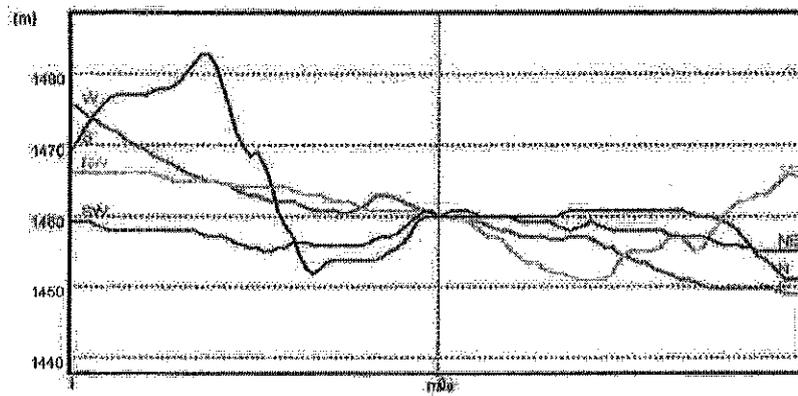
TOPOGRAPHIC MAP OF THE VICINITY OF THE SUBJECT SITE LOCATED AT
 8714 STATE HWY 60, JOHNSTOWN

11-04-2019

WAPE0345



Elevation Contour overview map (6*6 mile)



Elevation Profiles (±1 mile)

CONTOUR DATA IN THE VICINITY OF THE SUBJECT SITE LOCATED AT
8714 STATE HWY 60, JOHNSTOWN

**PLANNING AND ZONING
COMMISSION**

SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, APRIL 10, 2013
COUNCIL CHAMBERS
450 S. PARISH AVE.**

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

 **A. Annexation and PUD-B Zoning – Parish, LLC (Originally considered in 2010):** Chair Longdo opened the public hearing at 7:05 p.m. Town Planner Franklin introduced the request and presented the staff recommendation. Don Leffler, Design Development representing the applicant presented the request.
Commissioner questions:
What type of residential is envisioned? (Transition to a ‘Colony’ type of housing, possibly bungalows)
Public Comment:
Justin Rose, – Zoning and land uses? (PUD-Business for commercial and residential uses.
Pat Zovat – Green area on maps? (residential)
Randy Molinar – Plans for the Colony? (None)
Chad Tresh – River Corridor, Truck traffic questions.
Delbert Schwartz – Does not like Downtown parking, what about mom and pop stores versus chains?
(Too early to predict what will go into commercial, but small stores are likely.
Chair Longdo closed the hearing at 7:45 p.m. and called for discussion and a motion.
Motion by Commissioner Montez, seconded by Kingsolver to recommend approval of the Parish, LLC Annexation and PUD-B zoning with the condition that an annexation agreement is to be [prepared by the Town Attorney and signed by the Owner for Town Council consideration with annexation.
Unanimous.

B. Consideration of an Amendment to the Zoning Regulations to Allow Pawnbroker Establishments in Certain Non-residential Zone Districts: Town Planner Franklin discussed the pawnbroker regulations presented by the Town Attorney, and the need for Commission study and recommendations regarding zone districts for the use and what process and conditions might be imposed.
The Commissioners discussed the item, and then agreed to hold a work session on Wednesday April 24 at 7:00 p.m. to further discuss the matter.

5. NEW BUSINESS:

A. Approval of Minutes of February 13, 2013: Motion by Commissioner Dowling, seconded by Kingsolver to approve as submitted. Unanimous.

B. Referrals:

1. Larimer County: Home to Heaven Vet Clinic Minor USR Amendment. The Commissioners directed Staff to provide no comments.
2. Weld County: Rex Beall Sport Complex USR and Site Plan. The Commissioners directed Staff to comment on Traffic, road improvements, lighting and law enforcement.

6. STAFF REPORT: Town Planner Franklin discussed the following with the Commissioners:

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates:

1. **ADA Self Evaluation:**
2. **Sign Code Update**

(Planning and Zoning Commission Minutes, Cont'd)

7. COMMISSIONERS' ITEMS:

8. ADJOURN: Chair Longdo adjourned the meeting at 8:25 p.m.

Prepared by John Franklin, Town Planner, as Secretary to the Commission

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner *JF*
DATE: For April 10, 2013
SUBJECT: Annexation and PUD-B Zoning – Parish, LLC (Update from 2010)

PROPERTY DATA:

Applicant: Parish, LLC

Owner(s): same

Location: Weld County, east of S. Parish Ave. and north of CR 46½

Property Size: 89.73 ± acres

Current Zoning/Land Use(s): Weld County Agriculture

Surrounding Zoning/Land Uses:

North: SF-1/residential

South: CR 46½, Becker Annexation, PUD-R/vacant

East: GWRR, Weld County I-3/railroad tracks, vacant

West: S. Parish Ave., Johnstown Farms Filing No. 1/Town Hall, Police and Library facilities

Comprehensive Plan Designation: Central Business District

General:

In 2010, the annexation and zoning request was originally presented to the Planning and Zoning Commission - as provided by Municipal Code – for review and recommendation. The Planning and Zoning Commission did recommend approval with condition. Sufficient time has elapsed to warrant a re-consideration of the application and to afford the public an opportunity to comment.

Summary:

General Description:

Existing Land Use: The main property is in agricultural use. An oil/gas well is located on the property as are two pumping stations near CR 46½. The annexation also includes the existing ballfield known as "sticker stadium" and open space/floodplain along the Little Thompson River from CR46½ to CR 19.

Proposed Land Uses: As described in the Outline Development Plan. The intent of the owner is to develop the property as a mix of business uses, and moderate density residential uses including residential above commercial and residential adjoining the existing residential neighborhood to the north.

Access, Traffic and Parking: Proposed site access is from South Parish Avenue, an improved interim arterial street and CR 46½, an unimproved, planned minor arterial street. An internal collector street system will connect areas of the parcel with the

arterial streets. A paving cost reimbursement on South Parish is due to Ryland Homes at time of platting.

Water and Sanitary Sewer: The property is in the Central Wastewater Treatment Plant service area. Wastewater will be handled by the Johnstown Farms Lift Station located south of CR 461/2 which will need to be upgraded to manage the added demand. A water line is in South Parish. A cost reimbursement is due to Ryland Homes at time of platting.

Stormwater and floodplain: Storm water runoff from the development will need to be managed through on-site detention and released at historic rate to drainage ways leading to the Little Thompson River, in accordance with Town requirements. The property is not flood-prone.

Park and Open Space: The residential development as proposed would require approximately two acres of land dedicated for park purposes. However, approximately 24± ac is dedicated as River Corridor plus 3.76 ac. for the ballfield, which will be turned over to Thompson Rivers Park and Recreation District. Sidewalks and paths will be provided along and through the site to provide access to nearby parks and open space and the downtown area.

Privately owned and maintained landscaped open space will conform to Town standards.

Schools: Refer to comments from Dr. Foster, Superintendent Weld RE-5J School District.

Mineral Interests: There is one existing well in the center of the property, and related collection line.

Attachments: Petition, Annexation Map, Outline Development Plan.

Municipal Code Review Provisions: Annexation is governed by state statutes and Municipal Code.

Technical Analysis: The overall annexation has at least one-sixth boundary contiguity to the Town limits. The property is located within the Comprehensive Planning Area, and is further defined in the Downtown Improvement Plan

The property can be urbanized and developed in the very near future. Town water and sanitary sewer is available to serve the property. The proposed development mix of uses is encouraged in the Comprehensive Plan and envisioned in the Downtown Improvement Plan. The land dedications are in accordance with a prior agreement between Colorado Sweet Gold and the Town. Thompson Rivers Park and Recreation District will own and maintain the ballfield.

Staff Recommendation: Based upon the above, staff recommends approval of the Parish, LLC Annexation, with the conditions:

1. An Annexation Agreement is to be prepared by the Town Attorney and signed by the Owner for Town Council consideration with annexation.

Planning Commission Actions:

1. If the Commission desires to recommend approval:
"I move to that the Commission recommend approval of the Parish, LLC Annexation."
Or,

2. If the Commission desires to recommend approval with conditions
"I move that the Commission recommend approval of the Parish, LLC Annexation with the following condition(s):
a. _____
b. _____
Etc. "
Or,

3. If the Commission desires to recommend denial:
"I move that the Commission recommend denial of the Parish, LLC Annexation for the following reasons:
a. _____
b. _____
Etc. "

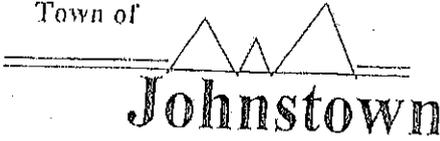
VICINITY MAP

PARISH, LLC ANNEXATION – VICINITY MAP



APPLICATION

Town of



Johnstown

PLANNING DEPARTMENT
PO Box 809 101 Charlotte St
Johnstown CO 80534
Phone-970-587-4664 Fax-970-587-0141

COMMUNITY DEVELOPMENT APPLICATION

Date: March 6, 2009

Project Name: Parish, LLC Annexation

Application: Annexation Zoning & Type PUD- B Mixed Use

Other (please specify) Estate Lots

Review Fee: _____ Paid: _____

Property Size, Location and Statement of Intent

- Attach a general explanation of the application, including the size and location of the property, desired zoning classification, number of lots and description of proposal.
- Attach a legal description of the property subject to the application.

Owner: Parish, LLC

Address: 8714 State Highway 60
P.O. Box 628
Johnstown, Colorado 80538

Telephone: 970-482-0703 (Representative: Bill Wyatt)

Authorized Representative: Donald D. Leffler, DESIGN DEVELOPMENT CONSULTANTS

Address: 400 East Horsetooth, Suite 300
Fort Collins, CO 80525

Telephone: 970-266-0585 Fax Number: 970-226-1199

I/we hereby apply to the Town of Johnstown, Colorado for the above indicated development process, and authorize the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.



Signature of Landowner Representative

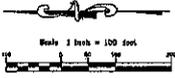
Parish, LLC
By Bill Wyatt
Signature of Landowner

ANNEXATION

MAP

Parish, LLC Annexation

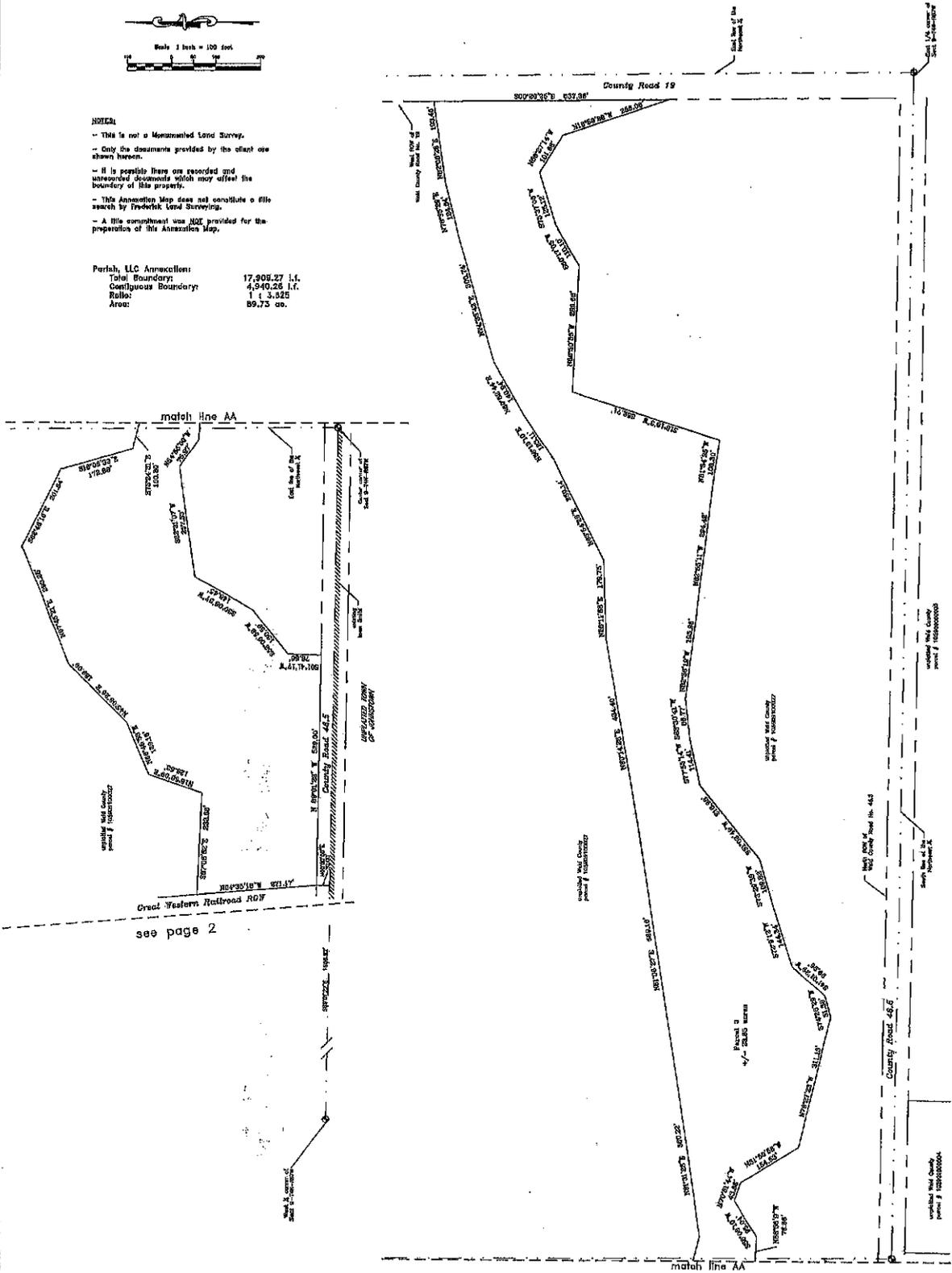
Portion of land located in the North 1/2 of Section 9, Township 4 North,
Range 57 West of the 6th Principal Meridian, Weld County, Colorado



NOTES:

- This is not a Monumented Land Survey.
- Only the documents provided by the client are shown hereon.
- It is possible there are recorded and unrecorded documents which may affect the boundary of this property.
- This Annexation Map does not constitute a file search by Frederick Land Surveying.
- A file commitment was NOT provided for the preparation of this Annexation Map.

Parish, LLC Annexation:
 Total Boundary: 17,902.27 l.f.
 Contiguous Boundary: 4,940.28 l.f.
 Ratio: 1 : 3.625
 Area: 89.73 ac.



match line AA

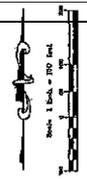
see page 2

match line AA

CLIENT Parish, LLC		TITLE Annexation Map Parish, LLC Annexation Section 9, Twp 4 N, Rng 57 W, 6PM, Weld County, Colorado	
Date: _____ Drawn by: _____ Checked by: _____	REVISIONS No. _____ Description: _____ Date: _____	Frederick Land Surveying, Inc. 6603 North Freeland Avenue, Loveland, Colorado 80538 Phone: (970) 682-2100 Fax: (970) 682-3728	Field Date: _____ Party: GMA Scale: 1" = 100' PROJECT NO. 04044.003 SHEET NO. 3 OF 3

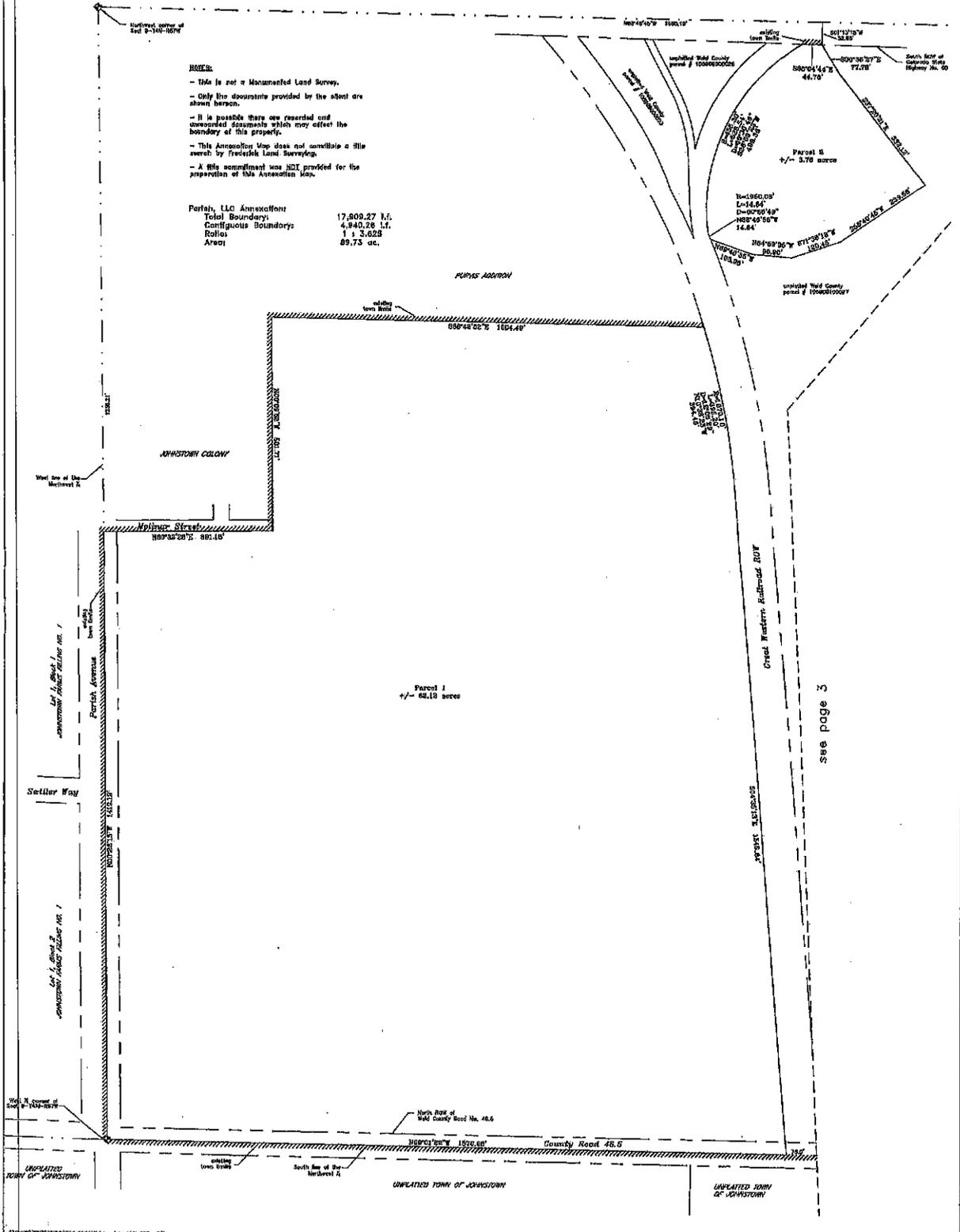
Parish, LLC Annexation

Portion of land located in the North 1/2 of Section 9, Township 4 North,
Range 67 West of the 6th Principal Meridian, Weld County, Colorado



- NOTES:**
- This is not a Monumented Land Survey.
 - Only the documents provided by the client are shown hereon.
 - It is possible there are recorded and unrecorded documents which may affect the boundary of this property.
 - This Annexation Map does not constitute a title search by Frederick Land Surveying, Inc.
 - A title commitment was NOT provided for the preparation of this Annexation Map.

Parish, LLC Annexation:
Total Boundary: 17,809.27 N.E.
Contiguous Boundary: 4,940.28 N.E.
Ratio: 1 : 3.625
Area: 89.73 ac.



see page 2

CLIENT Parish, LLC		TITLE Annexation Map Parish, LLC Annexation Section 9, Twp 4 N, Rng 67 W, 6PM, Weld County, Colorado	
REVISIONS Date: _____ By: _____ Description: _____ Date: _____ By: _____ Description: _____ Date: _____ By: _____ Description: _____	Frederick Land Surveying, Inc. 8825 North Franklin Avenue, Loveland, Colorado 80538 Phone (970) 949-2106 Fax (970) 698-5725	Field Date: <u>8/6</u> ST: <u>ABE</u> PROJECT NO.: Party Chief: <u>s/s</u> PW: <u>ABE</u> <u>64044.003</u> Scale: <u>1"=100'</u> PLS: <u>DM</u>	SHEET NO.: <u>2</u> NO. OF SHEETS: <u>3</u>

ANNEXATION

IMPACT REPORT

STATUTORY ANNEXATION IMPACT REPORT

**Town of Johnstown,
County of Weld, Colorado**

**Statutory Annexation Impact Report
Including the
Outline Development Plan**

Concerning the

**Parish, LLC
PUD-B Mixed Use**

+/- 89.73 Acre Annexation

**N.E. Corner of the Intersection of WCR # 46 ½ & WCR #17
Johnstown, Colorado 80534**

March, 2009

Prepared By

**Design Development Consultants
2627 Redwing Road, Suite 350
Fort Collins, Colorado 80526**

In Accordance with Section 31-12-108.4 of the Colorado Revised Statutes Annotated, The Town of Johnstown is submitting the following annexation impact report to fulfill all such required action for the above named annexation. This impact report specifically analyzes the above annexation and identifies what impact it will have on the Town of Johnstown and the municipal services that will be provided.

Table of Contents

Annexation and the Town of Johnstown	
Parish LLC, +/- 89.73 Acre, PUD- B Mixed Use	
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School Impact

Statement of Conformance with the Johnstown Comprehensive Plan

Letter of Intent

Statement of substantial benefit and enhancement of the Parish, LLC Annexation

Annexation and the Town of Johnstown

State statutes require that any municipality annexing property must provide "urban level services" (i.e. water, wastewater, police, recreation, schools, and other services) to those areas they intend to annex. The Town of Johnstown recognizes this responsibility and can successfully provide these services to those under consideration by the Town. Additionally, Weld County also recognizes the responsibilities for said services and land valuation; however the responsibility does not occur until the Physical Land Use changes. The Town of Johnstown has adopted a Comprehensive Plan and Community Development Code that both describe and require future development within the Town to meet standards that will provide the same level of service to new areas as it is currently providing within the existing town. These documents, we believe allow the Town to achieve controlled, orderly and efficient growth management. To accomplish orderly, controlled growth in terms of annexation, Johnstown will rely on the Town's Development Code and Comprehensive Plan to provide a basic guideline for future development.

Parish, LLC is a +/- 89.73 Acre Annexation, PUD- B MIXED USE

The property included in this annexation is to be known as "Parish, LLC", A PUD- B Mixed Use zoning of approximately +/- 89.73 - Acres and Annexation to the Town of Johnstown. This property is contiguous to the Town of Johnstown with the total area of +/- 89.73 acres. The parcel included in this annexation is currently used for agricultural uses and will be annexed into the Town under the zoning of PUD- B Mixed Use, Planned Unit Development Business with Mixed Use.

Property Owners / Applicant / Consultants

Owner:

Name: Parish, LLC.
Address: 8714 State Highway 60
Johnstown, Colorado, 80538

Applicant/Developer

Name: Bill Wyatt, for Parish, LLC
Address: 222 West Magnolia St.
Fort Collins, Colorado, 80521
Contact: Bill Wyatt, 970-482-0703

Planning Consultant

Name: Design Development Consultants
Address: 400 East Horsetooth, Suite 300
Fort Collins, Colorado 80525
Contact: Donald D. Leffler, 970-226-9000

Engineering

Name: Loonan and Associates, Engineering
Address: P.O. Box 270852
Loveland, Colorado 80634
Contact: Jim Loonan 970-482-0550

Surveyor

Name: Fredrick Land Surveying, Inc.
Address: 6853 N. Franklin Ave.
Loveland, Colorado 80538
Contact: Bryan Short, 970-669-2100

Legal Description:

Property Descriptions attached as Exhibit 'A'

Town Boundaries and Proposed Annexation vicinity map

The Town's present and proposed boundaries within the vicinity of the Parish, LLC property; PUD- B Mixed Use is shown on Map 1 of this *Impact Report*. Additionally, limits of Contiguity are represented on this map to indicate the responsible limits and represent the required 1/6 minimum limit of required contiguity.

Property Ownership Information

Please see the attached ownership portions of the Title Commitment and Warranty Deeds submitted under separate cover.

Water Rights Information

* Water requirements for the Commercial portions of this annexation have been met in a separate agreement with the Town and the applicant. See Joint Agreement attached to Petition for Annexation.

Existing and Proposed Infrastructure

New water service with the Town of Johnstown will be implemented with the development of this parcel. Existing water rights will be dedicated as required by the Town of Johnstown for the new development as defined in the Annexation Agreement. This site has an end of stream lateral served by the Hillsborough ditch and runs from the northwest to the southeast boundary of the parcel. The intent is to terminate use of the lateral when development occurs. An existing sanitation sewer lift station is located south of the proposed development and service tap is in place on the north side of WCR 46 ½. The existing water line in WCR 46-1/2 and WCR 17 will be improved and extended by connection to the east and north with the appropriate line to the intersection of Parish Avenue and WCR 46 ½ Street to facilitate a loop through the development and future connections from other developments in the region. All internal water mains within the new development shall be 8" in size. An alternate plan for common area and open space irrigation shall be included with future platting in an effort to reduce the demand on domestic water.

Financing of Municipal Service Expansion

The Town of Johnstown will require that the Developer bear the cost of any required expansions to the Town's utilities and roads. The developer may enter into a cost sharing (reimbursement) agreement with the Town that allows for the Developer to be reimbursed for any improvements that benefit other properties as these properties develop and connect into these improvements. The developer will most likely finance the improvements and expansions through private funds and construction loans secured by the property. Over-sizing of the roads, sanitary sewer and water mains will be subsidized by the Town of Johnstown from its respective municipal agencies.

* Additional agreements have been put in place between the Town of Johnstown and the applicant pertaining to reimbursement of infrastructure. See Joint Agreement attached to Petition for Annexation.

Public Improvements

Please see attached public improvements statement enclosed within this report and included in separate agreement.

Existing Land Use

The current zoning is – Weld County A-Agricultural
The current land use is Agricultural.

Project Concept / Proposed Land Use and Zoning

The proposed zoning is PUD- B Mixed Use, Planned Unit Development Business with Mixed - Use.

Project Concept

The intent of the developer is to supply a mixed use of residential, commercial and retail land uses within the proposed development of 89.73 acres in size. A transitional land use on the northern boundary of the parcel with smaller single family lots and/or multifamily dwelling units to be located in the northern portion of the development. With the outer perimeter to be developed in support of the Town of Johnstown Downtown Design Guidelines and create a PUD-B Mixed Use, Central Business District with a variety of Commercial , Office, Restaurants, Retail, and Service industry within the Downtown Redevelopment location in this area. The Developer wishes to work with the Town of Johnstown in creating a unique character and street scape that will meet the community vision of the Downtown Design Guidelines and Strategic Action Plan too further enhance the downtown extension, help facilitate new business and bring support services and amenities to the downtown area.

Natural and man-made Site Features

The land is sloping gently form the north to the south. This parcel has no additional features other than farmland with irrigation ditches on the parcel. The property is bound on the south and east by agricultural land, by existing housing on the north and commercial, office and community services to the west. The land is currently being used for farming and agricultural uses.

Proposed Land Use Summary

The project comprises a total of 89.73 acres of existing agricultural farmland. The owner/developer wishes to annex the parcel into the Town of Johnstown for a PUD – B Mixed Use land use with the following land use breakdown:

PUD-B Mixed Use Land Use Table

Area 1. PUD – B / Residential 8-12 DU's / Ac. / Commercial	11.65 ac.	
Area 2. PUD – B / Residential 8-12 DU's / Ac. / Commercial	8.7 ac.	
Area 3, PUD – B / Commercial Retail	13.25 ac.	
Area 4, PUD – B / Commercial Retail	7.57 ac.	
Area 5, PUD – B / Commercial Retail	9.5 ac.	
Neighborhood Parks	23.85 ac.	
Public ROW	11.45 ac.	
Ball Field and Open Space	3.76 ac.	
Total	89.73 ac.	100.0%

Public Use Dedication

The proposed development is required to dedicate 10% to 15% as per the Town's Subdivision Ordinance for parks and open space requirements which will be achieved pursuant to the Joint Agreement attached to the Petition for Annexation. The dedication to Johnstown will be 23.85 acres, more or less, shown as Parcel 3 of the attached legal descriptions. The excess land dedicated with this annexation is requested by the Owners to be credited to future adjacent annexations.

Vehicular, Bike and Pedestrian Circulation

The proposed Outline Development Plan shows the proposed pedestrian and bike corridors that will be implemented within this application upon preliminary plat process. Additionally, the requirement for off-site parking included within the plan set shows the desire to implement downtown diagonal parking and median style parking road section with pedestrian friendly access along Parish Avenue. A major collector shall be located along WCR 46 ½ and independent pedestrian and bicycle paths to create a more pedestrian friendly community. The intent of the owner is to create a community that "you're proud to come visit, shop and enjoy the community that you come home too!"

Development Phasing and Schedule

The owner at this time is processing an annexation and zoning application and has not established a plat or projection to completion of processing and construction at this time.

Fiscal Impact

The proposed development is PUD – B Mixed Use by nature with commercial property planned at this time. However, the intent of the owner is to show the desire to create a diversified plan with the PUD- B Mixed Use zoning. Future commercial is desired by the Johnstown Area Comprehensive Master Plan must be approved for the use of commercial applications. Additionally, the owner wishes to emphasize the importance to meet the needs of the possible extension of the community within the Town's Comprehensive Master Plan. The location of the commercial land use shall occur at the intersection of arterial collector roads.

Pre-Annexation Agreements

It is anticipated that the Owner and Town will enter into an Annexation Agreement per the Town's standard "Annexation Agreement" format prior to the public hearing for the annexation.

Johnstown Service and Other Utility Providers

Service and Other Utility Providers

Ambulance: Weld County Ambulance Service
Cable TV: US Cable or TESS
Electric/Gas: KN Energy, Public Service Company, or Poudre Valley REA
Fire: Johnstown Fire Protection District
Telephone: Qwest
Trash: Private Haulers

Street Maintenance: Town of Johnstown
Sanitary Sewer: Town of Johnstown
Storm Sewer/Drainage: Town of Johnstown

Water Demand Analysis

Johnstown and the Owner have reached a Joint Agreement, a copy of which is attached to the Petition for Annexation.

Existing Districts

Library: Weld County Library District
Police: Town of Johnstown Police Department
Recreation: Thompson Rivers Recreation District
Schools: Weld County School District RE-5J
 Aims Junior College District
Water: Town of Johnstown
 Littler Thompson Water District
 Northern Colorado Water Conservancy District

Mineral Right Owners and Lessees and Known Easements; Ditch Companies

Mineral Rights.

Owner: Anadarko Petroleum Corporation.
Lessee: Petroleum Development Corporation.

Right of Way Easements as granted or reserved by instruments of record or as now existing on said premises.

School Impact

The development has a potential proposed density of 162 to 244 single-family dwelling units and has a residual impact on the existing school system as indicated below by the respective calculations for the region.

Elementary School:	0.345 Students/DU
Middle School	0.170 Students/DU
High School	0.195 Students/DU
Total:	0.710 Students/DU

With 244 single family DU' x 0.710 = increase of 174 students due too single family.

The total estimated student count generated by this proposed subdivision is estimated at 174 students.

The school fee is based upon new residential structures only and is set at \$750.00 per dwelling unit. If this number is applied to each dwelling unit then the proposed generated fees for the school district would be as follows:

<u>244</u> DU's x \$750.00 =	\$ <u>183,000.00</u>
Estimated revenue:	\$ <u>183,000.00</u>

Statement of Conformance with the Johnstown Comprehensive Plan

The applicant and owner of the property known as Parish, LLC, a 89.73 Acre, PUD-B Mixed Use zoning are requesting annexation and zoning to the Town of Johnstown, Colorado. The applicant believes that the proposed annexation and zoning meet the intent of the Johnstown comprehensive Plan for the following Reasons:

1. By allowing the annexation and zoning to proceed as proposed the applicant has met the following provision as stated in the Comprehensive Plan:
 - a. Control of Development in the Planning Area as designated in the Comprehensive Master Plan, designated zoning and contiguity of land to the existing city limits.
 - b. Housing; The private sector can create a housing supply which is diverse in type, size, price and style, and is available to home buyers and renters as specified in federal and state fair housing legislation and guidelines.
 - c. As the population ages, senior citizen housing, both assisted and unassisted, and nursing homes will enable long-time residents to remain in Johnstown.

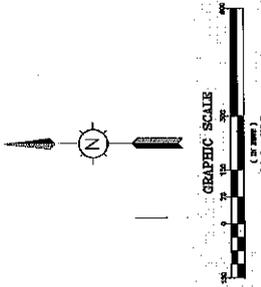
2. The following Goals and visions of the Comprehensive Plan are also met as follows:
 - a. Preserving Johnstown's open, free standing, small town character and quality of life.
 - b. Preserve and enhance the Town's sense of community by location and contiguity, including the assimilation of newcomers into the community.
 - c. Preserve and protect agricultural lands and uses, recognizing and minimizing the inevitable conflict between agriculture and urbanization.
 - d. Within the growth constraints established by the Comprehensive Plan, ensure that property owners have equal opportunity to realize the fair market value of their property throughout the Planning Area.
 - e. Achieve a balanced mix of housing in terms of life-style and affordability.
 - f. Provide Municipal services in an efficient and economic manner.
 - g. Balance social impacts to achieve a livable community.
 - h. Ensure a viable, economic transportation system within the planning area, which provides all transportation forms, and is integrated into the regional transportation system.

- i. Possible extension of Downtown by approving the PUD- B Mixed Use with conditions of approval for future amendment to the JACP and approval prior to platting.
3. Annexation of this parcel with its proximity to the Town of Johnstown will allow the Town to take control of a municipal planning area and be vested in the Town and not in the County.
4. The Town can provide services such as water and offer zoning and growth management alternatives that are more desirable than those offered by the County.
5. As stated in the Comprehensive Plan "the Town can achieve the wide range of diversified housing desired. Encouraging the development of diversified single family housing in Johnstown helps make housing which is more affordable to young and old alike."
6. Meets the goals of the Transportation system as described in the Comprehensive Plan as follows:
 - a. Conforms to and provides a street classification system through the property and makes connections through the site to the properties to the north, west, east and south.
7. Land for a neighborhood park site to be credited to this annexation and future annexations that will provide the required open space, parks and trails by this annexation for use by the Town for recreation activities for the entire community. Credit for the community services within the residential areas shall be used in lieu of park space commitment.

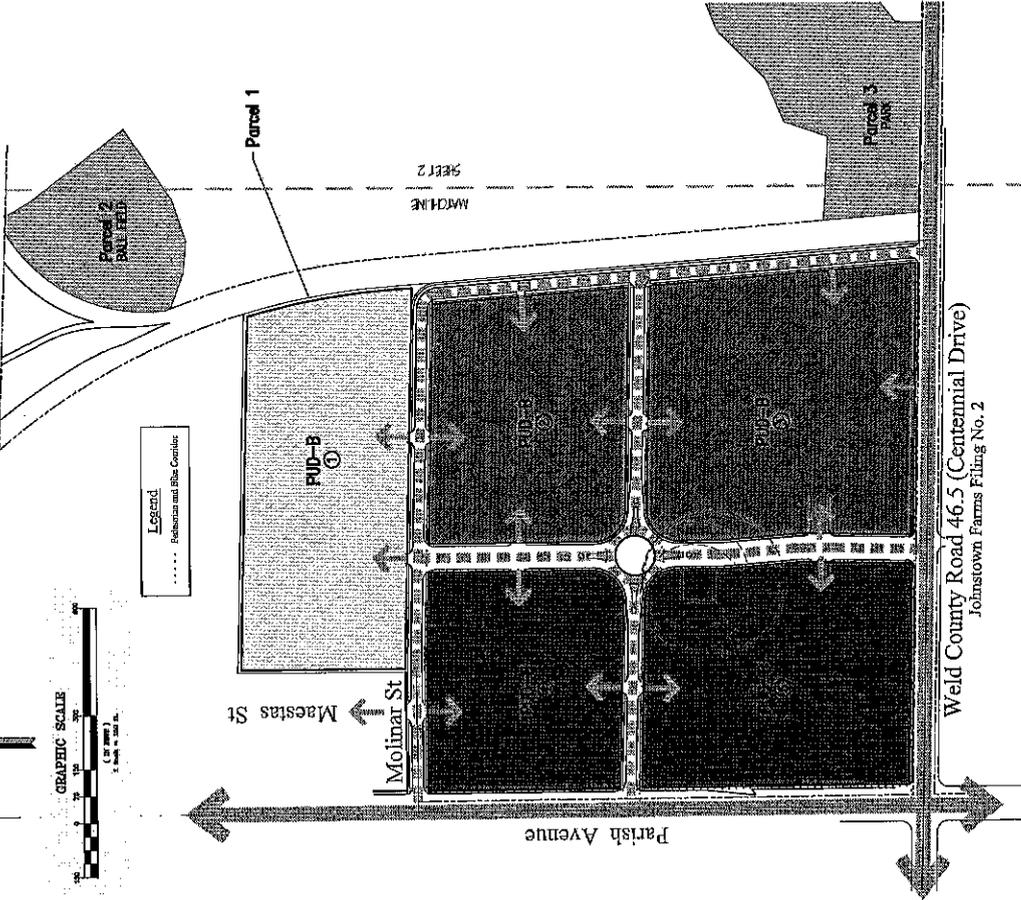
In summary, the applicant and owner of this parcel of land that is within the Town's Comprehensive Master Plan and the owner and developer feel that the proposed annexation is in general conformance. The parcel meets each goal and policy of the Town of Johnstown Comprehensive Master Plan. The approval of the annexation and zoning will assist the Town in master planning the adjacent parcels that are contiguous to the town and bring the commercial, retail, support services, office and diversified residential housing types that are supported by the Town Comprehensive Master Plan. Additionally, the proposed annexation and zoning will provide land for a downtown commercial location and serve all residents of the Town of Johnstown.

OUTLINE DEVELOPMENT PLAN

Parish, LLC Outline Development Plan Town of Johnstown, Colorado



Legend
..... Rehabilitation and Site Condition



OWNER/DEVELOPER:
Parish, LLC
8714 State Highway 60
P.O. Box 628
Johnstown, CO 80534

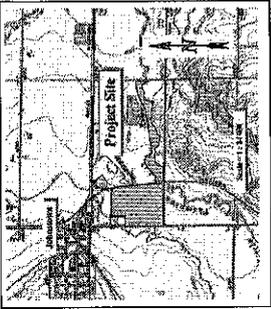
ENGINEER:
Jim Looman
Looman and Associates
P.O. Box 270852
Fort Collins, Colorado

PLANNER:
Donald D. Luffler
Design Development Consultants
480 East Horsetooth, Suite 300
Fort Collins, CO 80526

FLANNER:
Wynn and Winstow, LLC
Attn: Bill Wynn
222 West Magnolia Street
Fort Collins, CO 80521

PLANNING:
J.K. McClellene
Frederick Land Surveying, Inc.
6833 North Horsetooth, Suite 300
Fort Collins, CO 80526

PLANNING:
J.K. McClellene
Frederick Land Surveying, Inc.
6833 North Horsetooth, Suite 300
Fort Collins, CO 80526



Legal Description
Parcel 1
A portion of the Northeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado more particularly described as follows:
Containing 2.00 acres, more or less, and being subject to all covenants and duties of map of record.

Parcel 2
A portion of the Northeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado more particularly described as follows:
Containing 1.00 acre, more or less, and being subject to all covenants and duties of map of record.

Parcel 3
A portion of the Northeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th Principal Meridian, County of Weld, State of Colorado more particularly described as follows:
Containing 1.00 acre, more or less, and being subject to all covenants and duties of map of record.

REVISIONS

NO.	DESCRIPTION	DATE	BY

DESIGN DEVELOPMENT CONSULTANTS
400 EAST HORSETHOOTH, SUITE 300
FORT COLLINS, COLORADO 80526
PHONE: 970-228-0000 FAX: 970-228-0000

Parish, LLC
8714 STATE HIGHWAY 60
PO BOX 628
JOHNSTOWN, COLORADO 80534
PHONE: 970-228-0000 FAX: 970-228-0000

Project No. 1 of 2
Sheet No. 1 of 2
June 21, 2010

Land Use Table

Parcel	Employment Corridor	Zoning	Commercial Frontage	Acres	Percent	EA&B
1	PUD-B Mixed Use / Residential / Commercial	PUD-B	12,447.20	11.65	13.95%	0.3
2	PUD-B Mixed Use / Residential / Commercial	PUD-B	13,891.60	8.7	9.66%	0.3
3	PUD-B Mixed Use / Residential / Commercial	PUD-B	125,544.70	23.9	26.94%	0.39
4	PUD-B Mixed Use / Residential / Commercial	PUD-B	174,982.10	16.97	17.71%	0.38
5	PUD-B Mixed Use / Residential / Commercial	PUD-B	21,515.00	21.5	24.48%	0.38
6	Ball Field	PUD-B	3.19	3.19	4.17%	0.04
Total			775,843.65	90.08	100.00%	

Sheet Index

No.	Description
1	Outline Development Plan
2	Outline Development Plan
3	Outline Development Plan
4	Drainage Plan

Project No. 2 of 2
 Sheet No. 2 of 2
 June 21, 2010

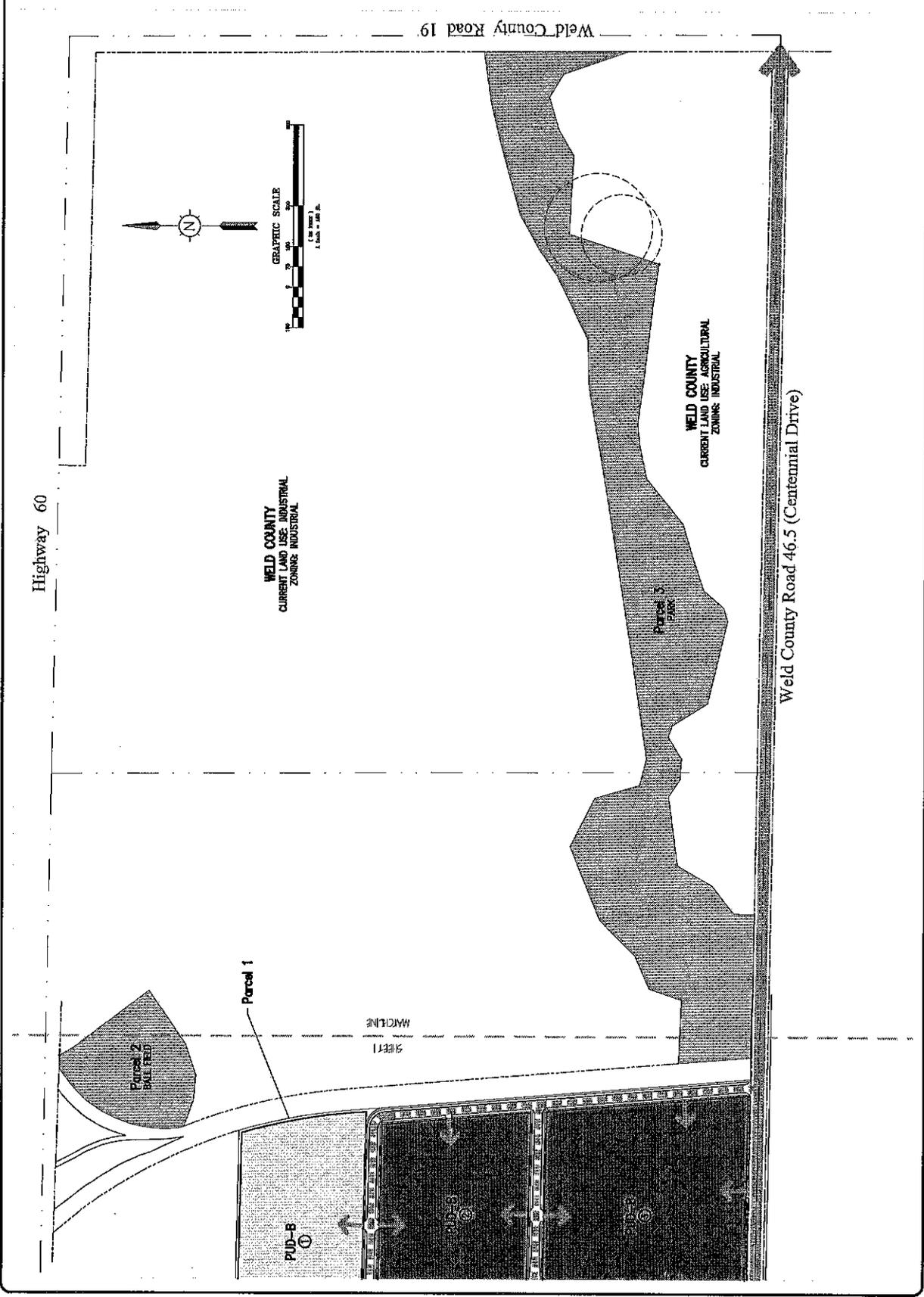
Outline Development
 Plan
 Parish, LLC

DESIGN DEVELOPMENT
 CONSULTANTS
 440 EAST HONESTY CIRCLE, SUITE 300
 FORT COLLINS, CO 80526
 PHONE: 970-226-0608 FAX: 970-227-1231

REV	DESCRIPTION	DATE	BY

Looman and Associates, Inc.
 CIVIL ENGINEERS
 715 N. 20th ST.
 FORT COLLINS, CO 80526
 (970) 226-1551 FAX: (970) 226-1231

Frederick Land Surveying, Inc.
 8023 North Franklin Avenue
 Loveland, Colorado 80538
 PHONE: 970-938-2100 FAX: 970-938-2725



Weld County Road 19

Highway 60

Weld County Road 46.5 (Centennial Drive)

WELD COUNTY
 CURRENT LAND USE: INDUSTRIAL
 ZONING INDUSTRIAL

WELD COUNTY
 CURRENT LAND USE: AGRICULTURAL
 ZONING INDUSTRIAL

Parcel 1

Parcel 2
 BALL FIELD

Parcel 3
 PUD-B

PUD-B

MARSHLINE



REFERRAL COMMENTS

2013

**TOWN OF JOHNSTOWN
REFERRAL AGENCY DISTRIBUTION LIST
(WELD COUNTY)**

Parish LLC, Annexation and PUD-B Zoning

12
m/13

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
<u>STATE AGENCIES</u>			
_____	_____	_____	_____
Colorado Dept. of Transportation 1420 2 nd Street Greeley, CO 80631 (970) 353-1232			
<u>TOWN ADVISORS</u>			
✓ _____	3/19/13	3/15/13	N
Town Attorney - R. Russell Anson P.O. Box 336155 Greeley, CO 80631 (970) 353-5508			
_____	_____	_____	_____
Town Water Attorney			
_____	_____	_____	_____
Town Water Engineer - Tom Williamsen			
✓ _____	(3/8/13)	3/13/13	Y
Town Engineer - John Burgeson 3801 Automatic Way, Suite #100 Fort Collins, CO 80525 (970) 223-9600			
_____	_____	_____	_____
Public Improvements Inspector -Tim Farner TST, Inc.			
_____	_____	_____	_____
Landscape Planner - Steve Ransweiler GREEN CREATIONS 633 Bross Street Longmont, CO 80501 (303) 774-4532			
✓ _____	✓	_____	N
Transportation Planner - Dave Hattan FELSBURG, HOLT & ULLEVIG 6300 So. Syracuse Way - Suite #600 Centennial, CO 80111 (303) 721-1440			

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
<u>TOWN STAFF</u>			
✓	Town Planner - John Franklin 101 Charlotte Street Johnstown, CO 80534 (970) 587-4664		
	Building Official Town Hall Building Department (970) 587-4664		
✓	Police Chief - Brian Phillips Police Facility (970) 587-5555	2/28/13	
✓	Streets Superintendent - Don Gardner Town Hall Streets Department (970) 587-4664	✓	
✓	Water Superintendent - Marty Jones Town Hall Water Department (970) 587-4664	✓	3/11/13
<u>DISTRICT OFFICES</u>			
✓	Johnstown Fire Protection District 100 Telep Ave. Johnstown, CO 80534 (970) 587-4474 or 587-0339	3/8/13	3/26/13
x✓	Little Thompson Water District 835 East Highway 56 Berthoud, CO 80513 (970) 532-2096	3/8/13	3/12/13
✓	Thompson Rivers Parks & Rec. District 110 Centennial Dr. Suite B Milliken, CO 80543-3215 (970) 587-0232	3/8/13	
	Weld County School District RE-5J Dr. Martin Foster 110 Centennial Dr - Suite A, Milliken, CO 80543 (970) 587-2336		

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
<u>UTILITIES</u>			
✓	XCEL Energy – Todd Anderson 2655 N. 63 rd St. Boulder, CO 80301	3/8/13	_____
✓	Baja Broadband P.O. Box 356 - Johnstown, CO 80534 (970) 587-2243	3/8/13	_____
_____	CenturyLink– Donna Mastriano 5325 Zuni Room 728 Denver, CO 80221-1499	_____	_____
_____	AT&T – Bruce Kelly P.O. Box 348 Mead, CO 80542 (I-25 corridor)	_____	_____
<u>OTHER AGENCIES</u>			
_____	Consolidated Hillsborough Ditch Co. 612 Charlotte Johnstown, CO 80534 (970) 587-2390	_____	_____
_____	Harry Lateral Ditch Company Mario Herrera, President 7967 E. County Road 14 Johnstown, CO 80534	_____	_____
_____	Reorganized Farmers Ditch Company Includes: Consolidated Home Supply, Big Thompson Ditch Manufacturing Company 2464 Weld County Road 46 Berthoud, Colorado 80513 Attn: Delber Helzer (970) 667-5567	_____	_____
_____	Little Thompson Water District 835 East Highway 56 Berthoud, CO 80513 (970) 532-2096	_____	_____

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
Omni-Trax - Attn: Barbara Burns 252 Clayton Street - 4 th Floor Denver, CO 80206			
U S Postal Service Attn: Postmaster 121 Castle Pines Avenue Johnstown, CO 80534 (970) 587-4246			
United Power - Attn: Al Trujillo Senior Right-of-Way specialist P.O. Box 929 Brighton, CO 80601			
<input checked="" type="checkbox"/> Weld County Planning Department Attn: Anne Best 1555 North 17 th Avenue Greeley, CO 80631 (970) 353-6100	3/8/13		
<input checked="" type="checkbox"/> Weld County Public Works Dept. Attn: Don Carrol P.O. Box 758 Greeley, CO 80631 (970) 353-6100	✓		
Town of Milliken Attn: Steve House Director of Community Development P.O. Box 290 Milliken, CO 80543			

The following items were sent to each of the referral agencies:

DUNEX Map, OPP

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: March 9, 2013

REFERRAL OF APPLICATION

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

Project: Parish, LLC Annexation and PUD-B Zoning.

Note: this is a re-referral of the application which was referred to you in March 2009.

Location: East of South Parish Avenue and North of County Road 46½.

Applicant: Parish, LLC

Please reply by: March 29, 2013

Tentative Planning and Zoning Commission Hearing: April 8, 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.

Please see the attached letter.

Comments:

Signature: _____ Date: _____

Agency: _____

3/11/13

John F. _____
FAX'd 3/13/13
587-0141

Town of

Johnstown

Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
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We have reviewed the request and find no conflicts with our interests.
Please see the attached letter. ← *Comments*
Comments:

Signature: John R. Burgeon Date: _____

Agency: _____

3/19/13 JF

Search Images Maps Play YouTube News Gmail Drive More »

john.burgeson@gmail.com | Account | Settings | Help | Sign out

Some important features may not work in this version of your browser, so you have been redirected to the Basic HTML version. Upgrade to a modern browser, such as Google Chrome.



Search Mail Search the Web

Show search options Create a filter

Compose Mail

« Back to Drafts Send Save Draft Discard Draft Draft saved at 10:49 am (0 minutes ago)

1 of 2 Older

- Inbox
- Starred
- Sent Mail
- Drafts (2)**
- All Mail
- Spam
- Trash

Contacts

- Labels
- Personal
- Receipts
- Travel
- Work
- Edit labels

To: John Franklin <jfranklin@townofjohnstown.com>

Cc:

Bcc:

Subject: Parish, LLC Annexation and PUD-B Zoning

Attachments:

Browse...

Attach More Files

My comments as follows:

Sheet 3 of 4--The existing lift station south of C.R. 461/2 requires upgrading. Engineering consultant TST prepared documents (including a NFRWQPA site application now expired) for the upgrades/improvements.

Recall that this lift station would eventually serve the developments south along C.R. 17, property west on C.R. 46 between 17 and 15, and most importantly, property west of Town to include Clearview et al, Johnstown Farms, and others. The existing lift station near C.R. 15 could be abandoned with the existing sewer connected to the southwest corner of the Farms development.

Also, it would be prudent to converse with John Kerschner/Developers re: current plans south of 461/2 and east of 17 in support of the lift station upgrades; the sewer

Sheet 3/4 of 4--It may be possible to eliminate many of the "proposed/typical" detention ponds noted. Prelim and Final drainage plan reviews to determine.

VATER / VESTIVSTER

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: March 9, 2013

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Please reply by: March 29, 2013
Tentative Planning and Zoning Commission Hearing: April 8, 2013
Planner: John Franklin jfranklin@townofjohnstown.com

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We have reviewed the request and find no conflicts with our interests.
Please see the attached letter.
Comments:

REMEMBER THE FORCED SEWER MAIN'S ON EAST
SIDE OF PROPERTY

Signature: Mark J. [Signature] Date: 3/11/13

Agency: _____

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: March 9, 2013

REFERRAL OF APPLICATION

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

Project: Parish, LLC Annexation and PUD-B Zoning.

Note: this is a re-referral of the application which was referred to you in March 2009.

Location: East of South Parish Avenue and North of County Road 46½.

Applicant: Parish, LLC

Please reply by: March 29, 2013

Tentative Planning and Zoning Commission Hearing: April 8, 2013

Planner: John Franklin jfranklin@townofjohnstown.com

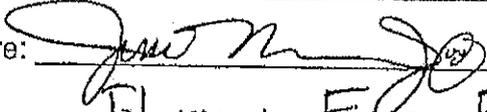
This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

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

Please see the attached letter.

Comments:

We will conduct future plan review to ensure adequate access. Also, hydrant placement on perimeter roads as well as interior will be reviewed.

Signature:  Date: 3-26-13

Agency: Johnstown Fire Protection

Town of
Johnstown

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

LTWD
MAR 11 2013
RECEIVED

DATE: March 9, 2013

REFERRAL OF APPLICATION

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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.

W We have reviewed the request and find no conflicts with our interests.
Please see the attached letter.
Comments:

Signature: _____

Date: _____

Agency: _____

Rev. 9/08

MICHAEL COOK
LITTLE THOMPSON WATER DISTRICT

3/12/2013

May 5, 2009

Parish, LLC
P.O. Box 628
Johnstown, CO 80538
Attn: Bill Wyatt, Attorney in fact

Re: Parish, LLC Annexation and PUD-B Zoning Application

Dear Bill:

The initial technical referral and review step is complete – I offer the following comments, and have enclosed copies of the referral comments received to date. I will forward any additional comments as they are received.

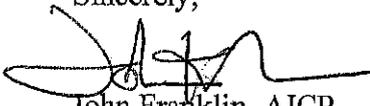
Due to the general and preliminary nature of the application I will need a letter from you only acknowledging the comments received.

1. Annexation: (Please refer to Town Attorney's letter)
 - a. The Johnstown Farms Filing No. 1 Development Agreement mentions cost-sharing for the lift station. However, a Reimbursement Agreement, required to identify and formally allocate costs, has not been submitted by the owner for Town approval.
2. Zoning:
 - a. The proposed PUD-B Planned Unit Development-Business zoning with inclusion of residential uses is acceptable and supported as it meets the objectives of the Comprehensive Plan and Downtown Master Plan.
3. Outline Development Plan (ODP):
 - a. The ODP is acceptable as proposed.
4. Reimbursement Agreements: This property is subject to a reimbursement agreement with Ryland Group (copy enclosed).
5. Traffic and access: (Refer to Traffic Engineer letter).
6. Parks and Open Space: The non-residential uses will not require public land dedication, but will need to comply with Town landscaping standards.
7. Water/Sanitary Sewer: A 12" water main is required in CR 461/2. This main may be installed by this property or by Johnstown Farm No. 2. Cost can be divided. Sewer will flow to existing lift station south of CR 461/2.
8. Storm Drainage: According to the Town Stormwater Plan the property is located within the Old Town drainage basin of the Little Thompson River. The Town has enacted a Stormwater Utility. A system development fee of (\$1100 per acre) will be payable upon approval of the annexation prior to recording the map.
9. Dry utilities: No comments received.
10. Schools: (refer to District comments). No issues.

11. Mineral Interests: Please certify to the Town that notice was sent of any pending hearing to the owners of the severed mineral interests per state law at least 30 days prior to the first hearing.

Based upon the above comments and the anticipated response, I can schedule this item for Planning and Zoning Commission hearing and consideration on May 27 or June 10. Please let me know by Monday May 11. I will need the response (acknowledgement) letter for the packet by May 15.

Sincerely,



John Franklin, AICP
Town Planner

Enclosures

Copy to:

Donald D. Leffler Design Development Consultants

Town Attorney

File

**TOWN OF JOHNSTOWN
REFERRAL AGENCY MAILING LIST
(WELD COUNTY)**

18
Mailed - 13

PARISH, LLC ANNEXATION

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
<u>STATE AGENCIES</u>			
_____ Colorado Dept. of Transportation 1420 2 nd Street Greeley, CO 80631 (970) 353-1232	_____	_____	_____
<u>TOWN ADVISORS</u>			
✓ PETITION TITLE _____ Town Attorney - R. Russell Anson P.O. Box 336155 Greeley, CO 80631 (970) 353-5508	3-17-09	✓	y
_____ Town Water Attorney - Mark Wagner	_____	_____	_____
_____ Town Water Engineer - Tom Williamsen	_____	_____	_____
✓ _____ Town Engineer - John Burgeson TETRA TECH, MFG 3801 Automatic Way, Suite #100 Fort Collins, CO 80525 (970) 223-9600	✓	✓	y
_____ Landscape Planner - Steve Ransweiler GREEN CREATIONS 633 Bross Street Longmont, CO 80501 (303) 774-4532	_____	_____	_____
✓ _____ Transportation Planner - Dave Hattan FELSBURG, HOLT & ULLEVIG 6300 So. Syracuse Way - Suite #600 Centennial, CO 80111 (303) 721-1440	✓	✓	y

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
<u>✓</u> <u>TOWN STAFF</u> Town Planner - John Franklin 101 Charlotte Street Johnstown, CO 80534 (970) 587-4664	<u>3-17-09</u>	<hr/>	<hr/>
<u>✓</u> Building Official - David Korth Town Hall Building Department (970) 587-4664	<hr/>	<u>✓</u>	
<u>✓ INFO</u> Police Chief - Reggie Mayes Police Facility Complex P.O. Box 919 - Johnstown, CO 80534 (970) 587-5555	<hr/>	<hr/>	<hr/>
<u>✓</u> Streets Superintendent - Don Gardner Town Hall Streets Department (970) 587-4664	<hr/>	<hr/>	<hr/>
<u>✓</u> Water Superintendent - Marty Jones Town Hall Water Department (970) 587-4664	<hr/>	<hr/>	<hr/>
<u>DISTRICT OFFICES</u>			
<u>✓</u> Johnstown Fire Prevention District P.O. Box 979 - Johnstown, CO 80534 (970) 587-4474 or 587-0339	<u>✓</u>	<hr/>	<hr/>
<u>✓</u> Thompson Rivers Parks & Rec District 110 Centennial Dr. Suite B Milliken, CO 80543-3215 (970) 587-0232	<u>✓</u>	<hr/>	<hr/>
<u>✓</u> Weld County School District RE-5J Dr. Martin Foster 110 Centennial Dr - Suite A, Milliken, CO 80543 (970) 587-2336	<u>✓</u>	<u>✓</u>	<u>N</u>

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
<u>UTILITIES</u>			
✓	XCEL Energy - Randy Needens Northern Division 1901 Horsetooth Road Fort Collins, CO 80525 (970) 225-7841	3-17-09	
✓	U S CABLE P.O. Box 356 - Johnstown, CO 80534 (970) 587-2243	✓	
✓	QWEST - Donna Mastriano 5325 Zuni Room 728 Denver, CO 80221-1499	✓	
_____	AT&T - Bruce Kelly P.O. Box 348 Mead, CO 80542 (I-25 corridor)	_____	_____
<u>OTHER AGENCIES</u>			
_____	Consolidated Hillsborough Ditch Co. 612 Charlotte Johnstown, CO 80534 (970) 587-2390	_____	_____
_____	Harry Lateral Ditch Company	_____	_____
_____	Reorganized Farmers Ditch Company % Randolph W. Starr, P.C. The Palmer Gardens 150 East 29 th Street, Suite #285 P.O. Box 642 - Loveland, CO 80539-0642 Includes: Consolidated Home Supply, Big Thompson Ditch Manufacturing Company Per: Delber Helzer (970) 667-5567	_____	_____
✓	Little Thompson Water District 835 East Highway 56 Berthoud, CO 80513 (970) 532-2096	✓	_____

To:	Date Mailed	Comments Sheet Returned	With Comments Y/N
_____ Omni-Trax - Attn: Barbara Burns 252 Clayton Street - 4 th Floor Denver, CO 80206	_____	_____	_____
✓ _____ U S Postal Service Attn: Joel Castner, OIC 121 Castle Pines Avenue Johnstown, CO 80534 (970) 587-4246	<u>3-17-09</u>	_____	_____
_____ United Power - Attn: Al Trujillo Senior Right-of-Way specialist P.O. Box 929 Brighton, CO 80601	_____	_____	_____
✓ _____ Weld County Planning Department Attn: Anne Best 1555 North 17 th Avenue Greeley, CO 80631 (970) 353-6100	<u>✓</u>	<u>✓</u>	<u>Y</u>
✓ _____ Weld County Public Works Dept. Attn: Don Carrol P.O. Box 758 Greeley, CO 80631 (970) 353-6100	<u>3-17-09</u>	<u>✓</u>	<u>Y</u>
_____ Town of Milliken Attn: Steve House Director of Community Development P.O. Box 290 Milliken, CO 80543	_____	_____	_____

The following items were sent to each of the referral agencies:

APPLICATION
Impact Report
MSD
O. Development Plan ODP

R. RUSSELL ANSON
ATTORNEY AT LAW

Ault Town Attorney
Eaton Town Attorney

Evans City Attorney
Johnstown Town Attorney

P. O. Box 336155 · Greeley, CO 80633 · (970) 353-5508 · FAX: (970) 356-3835 · E-mail: ansonofc@aol.com

April 22, 2009

John Franklin, Town Planner
Town of Johnstown
450 South Parish Avenue
Johnstown, CO 80534

VIA E-MAIL

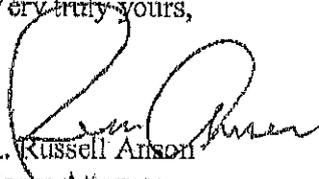
RE: Parish LLC Annexation

Dear John:

I have reviewed the Referral of Application for the above-cited annexation and have just one comment and that is: the Developer indicates its intentions of hooking up to an existing sanitary sewer lift station located near the intersection of WCR 46½. By hooking up to the lift station at this location and the sewer line, will this Developer be responsible for reimbursement to a prior developer for construction of the main sewer line and lift station?

Other than this one comment, everything in the file looks very well presented and appears to be very complete.

Very truly yours,


R. Russell Anson
Town Attorney

RRA:sa

Rec'd 3/23/09

Town of

Johnstown

John F. _____

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

DATE: March 17, 2009

REFERRAL OF APPLICATION

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

Project: Parish, LLC Annexation

Location: East of South Parish Ave. and North of CR 46½.

Applicant: Parish, LLC

Please reply by: April 24, 2009

Tentative Planning and Zoning Commission Hearing: May 20, 2009

Planner: John Franklin jfranklin@townofjohnstown.com

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

- We have reviewed the request and find no conflicts with our interests.
- Please see the attached letter.

Comments:

1. All parcels to be "cleared" re: environmental/hazardous waste, especially parcel 3.

2. There may be "issues" with parcel 2 that I am not familiar with?

Signature: John R. Burgeson Date: 3/23/09

Agency: _____



FELSBURG
HOLT &
ULLEVIG

engineering paths to transportation solutions

March 31, 2009

MEMORANDUM

TO: John Franklin
FROM: David E. Hattan, P.E.
SUBJECT: Review of Community Development Application
PROJECT: Parish, LLC
FHU # 99-201

I have reviewed the information submitted as part of the Community Development Application (Statutory Annexation Impact Report, Outline Development Plan, and Annexation Map) for the proposed annexation of the Parish, LLC development. This property is located on the northeast corner of Parish Avenue and WCR 46½. The proposed development will include residential, commercial, and retail uses. The Sticker Stadium just south of the SH 60 is also included in the annexation. I have reviewed these documents from the perspective of transportation planning and traffic engineering but not general civil and utility engineering. Based on my review, I have the following comments:

- The east-west access road between Molinar Street and WCR 46½ appears to be approximately 800 feet north of WCR 46½ which would place it opposite Settler Way, which is the proper location.
- The first north-south access road intersects WCR 46½ approximately 630 feet east of Parish Avenue. This needs to be moved so that it will line up opposite Little Thompson Parkway which approaches from the south in the Johnstown Farms – Filing 2 subdivision. By scaling both plans, the shift would be approximately 70 feet east.
- I am concerned about the two other access points to WCR 46½. The normal spacing for intersections along a minor arterial road such as WCR 46½ is 0.25 miles. The first intersection (opposite Little Thompson Parkway) is appropriate since this location has already been approved for the Johnstown Farms development. However, two more intersections mean that there will be three within 0.3 miles. The traffic study for this development should justify why the third access is necessary and a benefit to Johnstown. In addition, the spacing between the second and third intersections is less than 400 feet which may be too close – depending on the eastbound left turning volumes that need to be accommodated.
- The access road on the east side of Parcels 2 and 3 is right next to the Great Western Railroad (GWR) tracks. Although the train volumes are minor, there needs to be some notification of the potential for railroad crossing conflicts for southbound vehicles that are turning left to go east on WCR 46½.

March 31, 2009

Memorandum to John Franklin

Page 2

- The Johnstown Transportation Master Plan shows that a future minor arterial will be located east of the GWR tracks. There needs to be provision for this right-of-way (to be located later in conjunction with the redevelopment of the Colorado Gold property) in the dedication of the open space along the Little Thompson River so that a future crossing is not precluded.
- With residential development in Parcels 1 and 2, there will be foot traffic to Sticker Stadium. This may be a concern of GWR, and a discussion with GWR about a "private, pedestrian-only crossing" might be appropriate.

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

Town of

Johnstown

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

DATE: March 17, 2009

REFERRAL OF APPLICATION

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Applicant: Parish, LLC

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Tentative Planning and Zoning Commission Hearing: May 20, 2009

Planner: John Franklin jfranklin@townofjohnstown.com

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

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

Please see the attached letter.

Comments:

Signature: _____



Date: March 18, 2009

Agency: _____

BUILDING DEPT

AGENDA ITEM 9A

**ADMINISTER
OATH OF OFFICE**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 9A

SUBJECT: Administer Oath of Office – Newly Elected Council Members

ACTION PROPOSED: Administer Oath of Office to Newly Elected Council Members

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Section 2.4 C., (Term of Office; Time of Taking Office; Oath) of the Town Charter provides, in part, for the following:

“Before taking office, the Mayor and each Council member shall take and file with the Town Clerk an oath or affirmation to support the United States Constitution, the Colorado Constitution, the Charter, ordinances and codes of the Town and to faithfully perform the duties of the office.”

The Town Clerk will be administering the following oath of office to the newly elected council members:

“I (name of individual), do solemnly swear by the ever living God, that I will support the Constitution of the United States of America and of the State of Colorado, the Charter, ordinances and codes of the Town of Johnstown, and faithfully perform the duties of the office of (name of office) upon which I am about to enter.”

***Note:** An affirmation is also available, if desired.

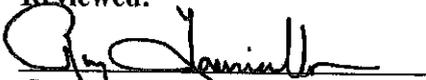
LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Administer Oath of Office to Newly Elected Council Members

SUGGESTED MOTION: N/A

Reviewed:


Town Manager

AGENDA ITEM 9B

ROLL

CALL

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 9B

SUBJECT: Roll Call

ACTION PROPOSED: N/A

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: The Town Clerk will read the name of each Council member for the record to determine who is present/absent for the meeting.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Acknowledge your presence by stating here, present, etc.

SUGGESTED MOTIONS:

For Approval: N/A

For Denial: N/A

Reviewed:


Town Manager

AGENDA ITEM 9C

**AGENDA
APPROVAL**

AGENDA ITEM 9D

**APPOINTMENT
OF
MAYOR PRO TEM**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 9D

SUBJECT: Appointment of Mayor Pro Tem

ACTION PROPOSED: Appoint Mayor Pro Tem

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Section 2.2 (Mayor, Mayor Pro Tem) of the Town Charter provides for the following:

“By the affirmative vote of a majority of the entire Council, a Council member shall be appointed as Mayor Pro Tem for the term as prescribed by ordinance to perform the responsibilities and duties of the Mayor when the Mayor is absent or is otherwise unable to perform the responsibilities and duties of the Mayor.”

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Appoint Mayor Pro Tem

SUGGESTED MOTION:

For Appointment: I move to appoint (name of Council member) Mayor Pro Tem.

Reviewed:


Town Manager

AGENDA ITEM 9E

**REAPPOINTMENT
OF
TOWN ATTORNEY**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 9E

SUBJECT: Reappointment of Town Attorney

ACTION PROPOSED: Reappoint Town Attorney

PRESENTED BY: Mayor

AGENDA ITEM DESCRIPTION: Article 9 (Town Attorney) of the Town Charter states, in part, the following:

"The Town Council, by majority of the entire Council, shall appoint a Town Attorney to serve at the pleasure of the Council"

Ms. Avi Rocklin was recently appointed Town Attorney in March 2014.

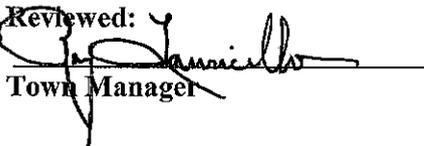
LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Reappoint Ms. Avi Rocklin Town Attorney

SUGGESTED MOTION:

For Reappointment: I move to reappoint Ms. Avi Rocklin Town Attorney.

Reviewed: 

Town Manager

AGENDA ITEM 9F

**REAPPOINTMENT
OF
MUNICIPAL JUDGE**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 7, 2014

ITEM NUMBER: 9F

SUBJECT: Reappointment of Municipal Court Judge

ACTION PROPOSED: Reappoint Municipal Court Judge

PRESENTED BY: Mayor and Town Attorney

AGENDA ITEM DESCRIPTION: Article 10 (Municipal Judge) of the Town Charter states, in part, the following:

"The Town Council shall appoint, by majority vote of the entire Council, a presiding municipal judge and such deputy municipal judges as the Council deems necessary. Each municipal judge shall be appointed for a two (2) year term."

Mr. Lezar was initially appointed Municipal Judge on May 6, 2002, and previously served as the Town's substitute Municipal Judge.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Reappoint Mr. Mike Lezar Municipal Court Judge

SUGGESTED MOTION:

For Appointment: I move to reappoint Mr. Mike Lezar Johnstown Municipal Court Judge.

Reviewed:

Town Manager

