

***TOWN COUNCIL***  
***MEETING PACKET***

**May 18, 2020**



## **Town Council Agenda**

**Monday, May 18, 2020  
Remote Meeting  
7:00 PM**



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**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."*

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*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.*

- 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)**

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*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.*

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- 6) CONSENT AGENDA**
  - A) Town Council Meeting Minutes – May 4, 2020
  - B) Town Council Special Meeting Minutes – May 11, 2020
  - C) Financial Statements
  - D) Resolution 2020-14 Authorizing Massey Farms, LLLP to seek issuance of a Septic Tank Permit from the Weld County Department of Public Health and Environment for property located at 6096 State Highway 60, Town of Johnstown, and requiring Massey Farms, LLLP to file an application for a permit with the Town subject to conditions
  - E) IGA for Contribution to I-25 Underpass Trail Enhancements
- 7) TOWN MANAGER REPORT**
- 8) TOWN ATTORNEY REPORT**
- 9) OLD BUSINESS**
- 10) NEW BUSINESS**
  - A) Consider Second Amendment to Iron Horse Agreement
- 11) COUNCIL REPORTS AND COMMENTS**
- 12) MAYOR'S COMMENTS**
- 13) EXECUTIVE SESSION**
- 14) ADJOURN**

## **AGENDA ITEM 6A-E**

### **CONSENT**

### **AGENDA**

- **Council Minutes – May 4, 2020**
- **Council Minutes –P May 11, 2020**
  - **Financial Statements**
  - **Resolution 2020-14**
- **IGA for Contribution to I-25 Underpass Trail Enhancements**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 18, 2020

**ITEM NUMBER:** 6A-E

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk, Town Manager, Finance Director

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**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 Meeting Minutes – May 4, 2020
- B) Town Council Special Meeting Minutes – May 11, 2020
- C) April Financial Statements
- D) \*Resolution 2020-14 Authorizing Massey Farms, LLLP to seek issuance of a Septic Tank Permit from the Weld County Department of Public Health and Environment for property located at 6086 State Highway 60, Town of Johnstown, and requiring Massey Farms, LLLP to file and application for a permit with the Town subject to conditions.
- E) \*\*IGA for Contribution to I-25 Underpass Trail Enhancements

*\*At the May 4, 2020 Council meeting, the Town Council provided a request for the Massey property to be provided with a septic tank exception for a single-family home residing in Town limits. The variance was provided due to the existing hardship of proximity and accessibility to the public sewer system currently. Resolution 2020-14 enclosed stipulates that when the property can be connected to the public sewer and at the discretion of the Town, connection shall take place. We suspect this would occur at the time of development of this property in the future.*

*\*\*The IGA presented is an agreement to evenly contribute funds to establish a trail section underneath the I-25 Highway, linking the Town of Johnstown with the City of Loveland. This project is a collaboration between the two local governments to establish a trail system that will benefit and connect both parties jurisdiction. The funds were approved and appropriated in FY 2020. As part of this agreement, the Town will receive an invoice from Loveland and pay them the identified amount of \$25,262.32. The contractor working on the I-25 project for CDOT will perform the work conforming to the engineered drawings approved by both agencies of the IGA.*

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**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.

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

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**For Approval:** I move to approve the Consent Agenda.

**For Denial:**

**Council Minutes**  
**May 4, 2020 Regular Meeting**

The Town Council of the Town of Johnstown met on Monday, May 4, 2020 at 7:00 p.m. in a virtual meeting for reasons related to COVID19.

Mayor Lebsack led the Pledge of Allegiance.

#### Roll Call:

Those answering present were: Councilmembers Berg, Lemasters, Mellon, Molinar Jr. Tallent and Young

The following staff members were also present in the remote meeting: Avi Rocklin, Town Attorney, Matt LeCeref, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Jamie Desrosier, Communication Manager and Brian Phillips, Police Chief.

#### Agenda Approval

Councilmember Lemasters made a motion seconded by Councilmember Berg to approve the Agenda. Motion carried with a roll call vote.

#### Consent Agenda

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

- April 15, 2020 Council Special Meeting Minutes
- April 20, 2020 Council Meeting Minutes
- List of Bills
- 2<sup>nd</sup> Reading Ordinance Number 2020-179, an Ordinance Amending Section 4-36, 4-56(7), 4-57(1) and 4-72 of the Johnstown Municipal Code to Implement a Voter Approved Sales and Use Tax Increase in the Amount of .5% to Fund Street and Sidewalk Maintenance and Repairs and Transportation Related Projects.

Motion carried with a roll call vote.

#### New Business

A. Intergovernmental Agreement with Colorado Department of Transportation – East Frontage Road waterline – The Intergovernmental Agreement with CDOT will provide the Town with funds for the costs to design and construct a new waterline along the East Frontage Road and to provide a service line to the 7-11 on Highway 34. This property is one of the 4 water services the town agreed to take over from Little Thompson Water District through an IGA which was approved January 22, 2020. Resolution 2020-12 Authorizes the Town of Johnstown to enter into a contract with the State of Colorado, for the use and benefit of the Colorado Department of Transportation for State Project IM 0253-255(21506), concerning water line improvements. Councilmember Berg made a motion seconded by Councilmember Molinar Jr. to approve Resolution 2020-12 authorizing the Town Manager to sign the Intergovernmental Agreement between the Town of Johnstown and the Colorado Department of Transportation as presented. Motion carried with a roll call vote.

B. Request for a septic tank sewer service – Mr. Bill Massey, owner of the home located at 6086 Highway 60, which was annexed into town with the Massey Farms Annexation, is requesting the town allow him to replace the septic system which recently failed. The Johnstown Municipal Code requires owners of all houses, buildings or properties used for human occupancy to connect such facilities directly with the proper public sewer. Councilmember Mellon made a motion seconded by Councilmember Lemasters to allow Mr. Massey to replace the failed septic tank and proceed with the permit under the Weld County Department of Public Health and Environment and file an application for a permit with the town. Motion carried with a roll call vote.

C. Reaffirm the May 16, 2020 Declaration of Local Disaster Emergency and Provide Direction on Safer-at-Home Provisions – Town Council adopted Resolution 2020-07 declaring a local disaster due to the COVID-19 pandemic. The Governor also issued Executive Order 2020-044, changing the previous state of Stay-at-Home to a Safer-at-Home provision. Staff is requesting Council reaffirm Resolution 2020-07 and support the guidelines of Executive Order 2020-044, in order to provide the best path to return to a normal and regular condition. Councilmember Mellon made a motion seconded by Councilmember Berg to support reaffirming Resolution 2020-07 and the guidelines of Executive Order 2020-044. Motion carried with a roll call vote.

D. Discussion Regarding Small Business Micro-Grant Program – Town Council established the Small Business Micro-Grant Program; the program was established to assist those businesses located in Johnstown who have suffered from the COVID-19 pandemic. The grant program has resulted in businesses outside of the Town requesting funds. Staff is asking if Council wants to provide changes in the micro-grant program that expands its applicability to outside the Town. Councilmember Mellon made a motion seconded by Councilmember Lemasters to support the current guidelines and policy of the Town of Johnstown Small Business Micro-Grant Program. Motion carried with a roll call vote.

Councilmember Berg made a motion seconded by Councilmember Young to recess into Executive Session to for the purpose of determining positions relative to matters that may be subjected to negotiations under C.R.S. Section 24-6-402(4) (e) – Economic Development and for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Martin Marietta.

Mayor Lebsack called the meeting back to order at 10:01 p.m. and stated the only items discussed where those stated in the motion.

There being no further business to come before Council the meeting adjourned at 9:03 p.m.

Mayor

Town Clerk

**Council Minutes**  
**May 11, 2020 Special Meeting**



The Town Council of the Town of Johnstown met in a Special Meeting on Monday, May 11, 2020 at 7:00 p.m. in a virtual meeting for reasons related COVID19.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

Those answering present were: Councilmembers Berg, Lemasters, Mellon, Molinar Jr. Tallent and Young

The following staff members were also present in the virtual meeting: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, and Kim Meyer Planning Director.

Agenda Approval

Councilmember Lemasters made a motion seconded by Councilmember Berg to approve the Agenda. Motion carried with a roll call vote.

New Business

A. Resolution 2020-13 – Opposing Rock & Rail, LLC’s Application for a Change of Zone (Weld County Case No. COZ20-004)

Resolution 2020-13 was requested by Town Council opposing the rezoning of Weld County Case No. COZ20-004. The rezoning proposal would rezone approximately 133 acres from Agricultural (A) to Heavy Industrial (I-3). This property is within the town’s Growth Management Area. Councilmember Berg made a motion seconded by Councilmember Mellon to approve Resolution 2020-13 as presented and submit a signed copy of the resolution to Weld County to be recognized as an opposition to the application. Motion carried with a roll call vote.

Town Manager Matt LeCerf updated Council on the progress of the I-25 construction and funding. CDOT has stated there is not funding available to install the diverging diamond intersection planned for Highway 60 and I-25. Council instructed staff to work with the town attorney to draft a letter to be signed by the Mayor expressing Council’s displeasure with CDOT putting the intersection on hold.

Mayor

Town Clerk

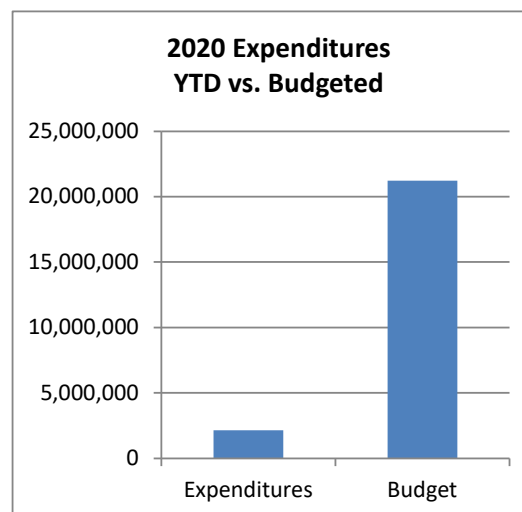
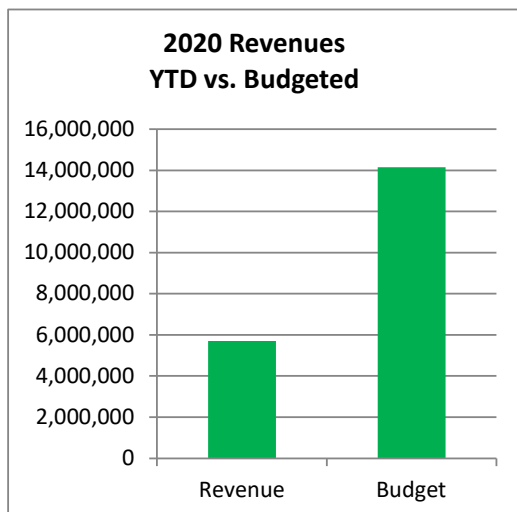
# **April Financial Statements**

Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending April 30, 2020  
Unaudited

General Fund	2020 Actuals Apr	2020 Adopted Budget	% Complete
Beginning Fund Balance	37,228,247	37,228,247	
<b>Revenues:</b>			
Taxes & Fees	4,357,992	12,631,080	34.5%
Licenses & Permits	1,025,927	828,200	123.9%
Fines & Forfeitures	40,287	171,000	23.6%
Intergovernmental	98,500	15,000	656.7%
Earnings on Investment	105,571	288,000	36.7%
Miscellaneous Revenue	63,618	216,200	29.4%
Transfers In	-	-	
Total Operating Revenues	5,691,895	14,149,480	40.2%
<b>Expenditures:</b>			
Legislative	250,040	978,200	25.6%
Town Manager	70,030	722,750	9.7%
Town Clerk	86,600	338,850	25.6%
Finance	48,968	230,950	21.2%
Planning	118,553	762,600	15.5%
Building Inspections	57,523	236,200	24.4%
Police	1,078,592	3,522,080	30.6%
Public Works	36,007	133,650	26.9%
Buildings	62,432	210,200	29.7%
Transfers Out	340,887	14,097,660	2.4%
Total Expenditures	2,149,631	21,233,140	10.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>3,542,264</b>	<b>(7,083,660)</b>	
Prior Period Adjustment			
<b>Ending Fund Balance*</b>	<b>40,770,511</b>	<b>30,144,587</b>	

\* - Unaudited

33% of the fiscal year has elapsed

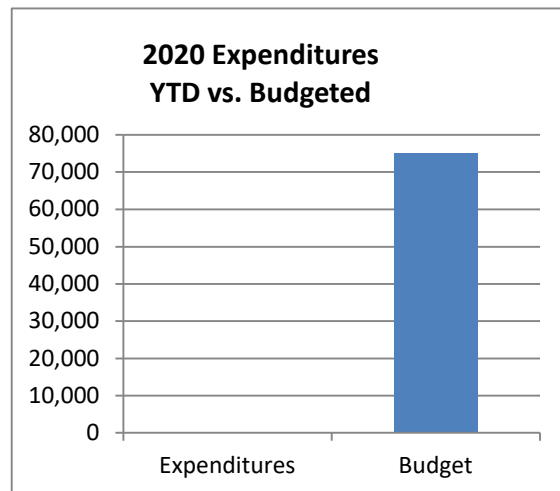
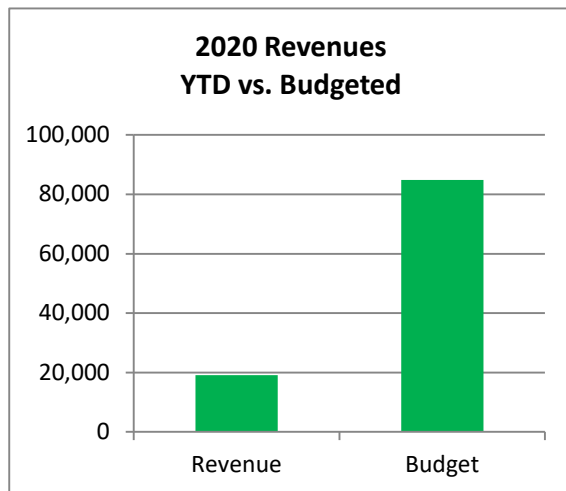


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending April 30, 2020  
Unaudited

Conservation Trust Fund	2020 Actuals Apr	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	0	0	
<b><u>Revenues:</u></b>			
Intergovernmental	19,194	84,800	22.6%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	<u>19,194</u>	<u>84,900</u>	22.6%
<b><u>Expenditures:</u></b>			
Operations	-	-	
Capital Outlay	-	75,000	0.0%
Total Expenditures	<u>-</u>	<u>75,000</u>	0.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>19,194</b></u>	<u><b>9,900</b></u>	
<b>Ending Fund Balance*</b>	<u><b>19,194</b></u>	<u><b>9,900</b></u>	

\* - Unaudited

33% of the fiscal year has elapsed

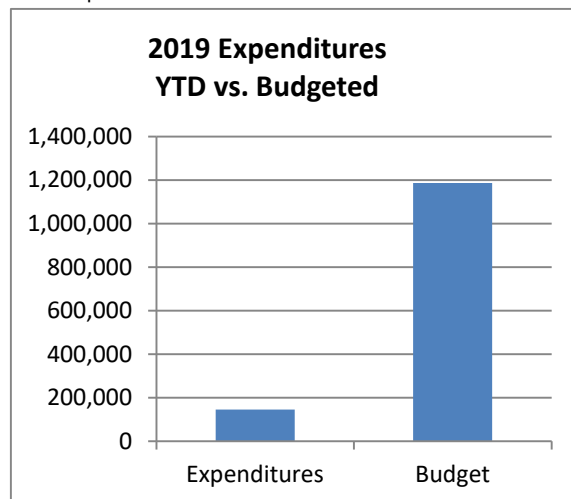
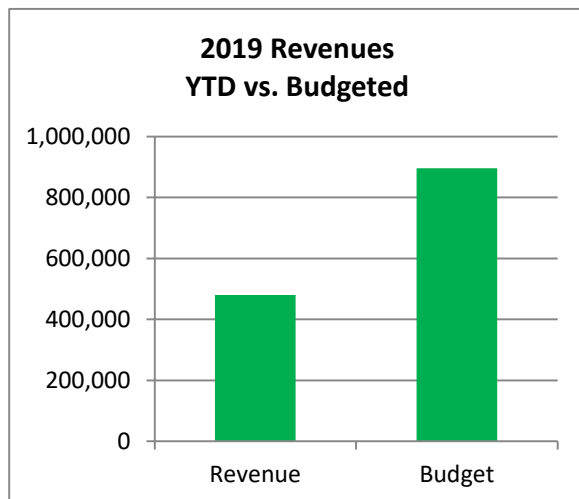


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Parks and Open Space Fund  
Period Ending April 30, 2020  
Unaudited

	2020 Actuals Apr	2020 Adopted Budget	% Complete
<b>Parks and Open Space Fund</b>			
Beginning Fund Balance	5,544,616	5,544,616	
<b><u>Revenues:</u></b>			
Taxes & Fees	450,322	359,817	125.2%
Miscellaneous Revenue	14,127	315,700	4.5%
Transfers In	0	220,000	0.0%
Total Operating Revenues	480,399	895,517	53.6%
<b><u>Expenditures:</u></b>			
Operations	78,614	458,750	17.1%
Capital Outlay	67,002	728,000	9.2%
Transfers Out	-	-	
Total Expenditures	145,616	1,186,750	12.3%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>334,783</b>	<b>(291,233)</b>	
<b>Ending Fund Balance*</b>	<b>5,879,399</b>	<b>5,253,383</b>	

\* - Unaudited

33% of the fiscal year has elapsed

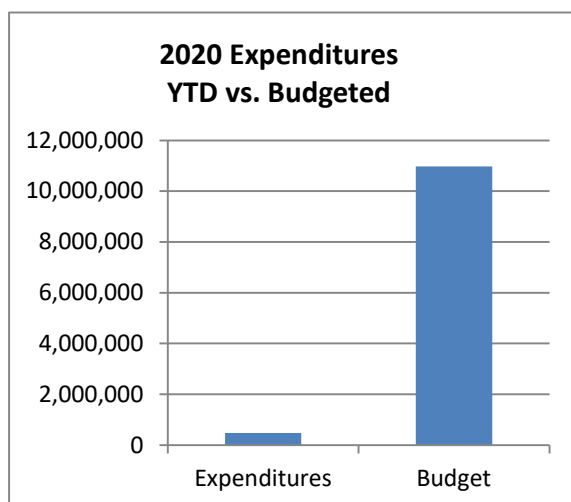
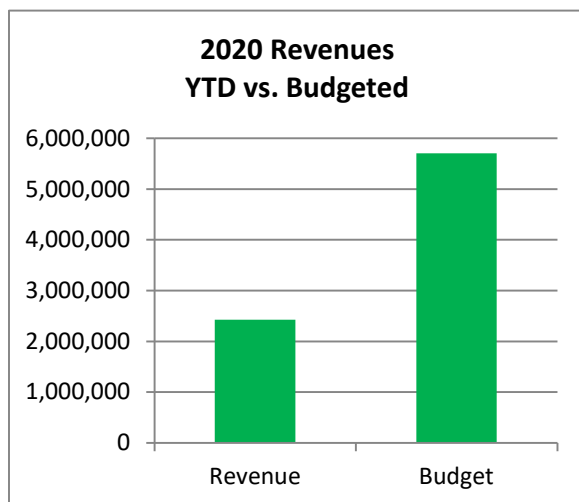


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street and Alley Fund  
Period Ending April 30, 2020  
Unaudited

Street and Alley Fund	2020 Actuals Apr	2020 Adopted Budget	%
			Complete
Beginning Fund Balance	8,463,136	8,463,136	
<b><u>Revenues:</u></b>			
Taxes & Fees	712,478	838,000	85.0%
Intergovernmental	73,141	1,511,650	4.8%
Charges for Services	328,137	1,024,000	32.0%
Capital Investment Fees	1,276,301	305,000	418.5%
Earnings on Investment	38,417	27,000	142.3%
Tranfers In	-	2,000,000	0.0%
Total Operating Revenues	2,428,474	5,705,650	42.6%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	426,318	2,284,050	18.7%
Capital	56,978	8,684,500	0.7%
Total Expenditures	483,297	10,968,550	4.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>1,945,177</b>	<b>(5,262,900)</b>	
<b>Ending Fund Balance*</b>	<b>10,408,313</b>	<b>3,200,236</b>	

\* - Unaudited

33% of the fiscal year has elapsed

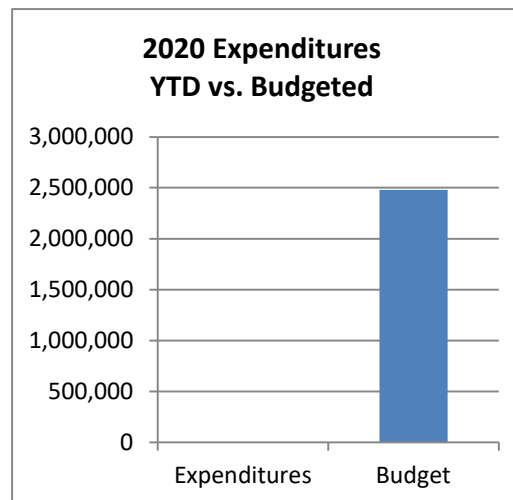
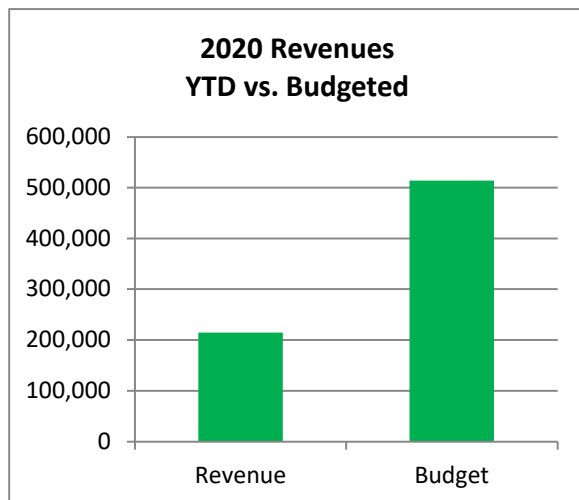


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending April 30, 2020  
Unaudited

	2020 Actuals Apr	2020 Adopted Budget	% Complete
<b>Capital Projects Fund</b>			
Beginning Fund Balance	10,994,106	10,994,106	
<b><u>Revenues:</u></b>			
Taxes and Fees	163,339	450,000	36.3%
Miscellaneous Revenue	-	-	
Interest	51,502	79,000	65.2%
Transfers In	-	(15,000)	
Total Operating Revenues	214,841	514,000	41.8%
<b><u>Expenditures:</u></b>			
Capital Outlay	1,304	2,479,700	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	1,304	2,479,700	0.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>213,536</b>	<b>(1,965,700)</b>	
<b>Ending Fund Balance*</b>	<b>11,207,642</b>	<b>9,028,406</b>	

\* - Unaudited

33% of the fiscal year has elapsed

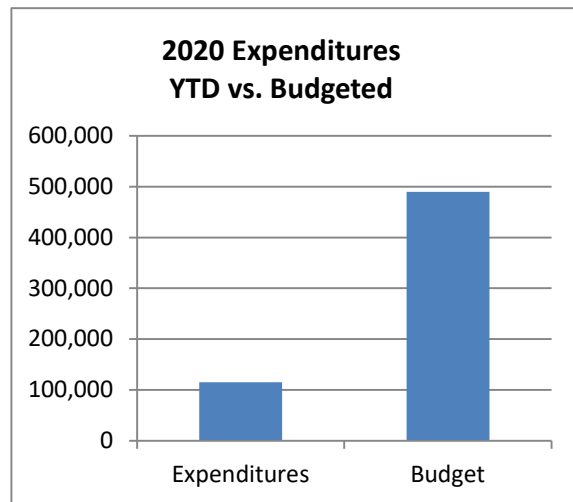
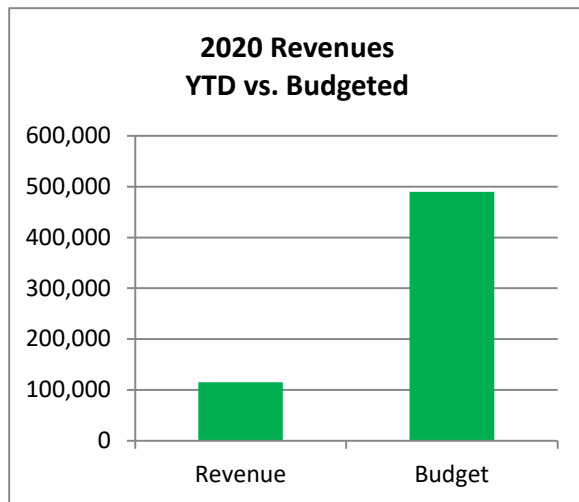


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Tax Allocation Fund  
Period Ending April 30, 2020  
Unaudited

<b>Tax Allocation Fund</b>	2020 Actuals Apr	2020 Adopted Budget	% Complete
Beginning Fund Balance	5,555	5,555	
<b><u>Revenues:</u></b>			
Taxes & Fees	114,706	490,000	23.4%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	114,706	490,100	23.4%
<b><u>Expenditures:</u></b>			
Miscellaneous	114,706	490,000	23.4%
Total Expenditures	114,706	490,000	23.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>0</b>	<b>100</b>	
<b>Ending Fund Balance*</b>	<b>5,555</b>	<b>5,655</b>	

\* - Unaudited

33% of the fiscal year has elapsed



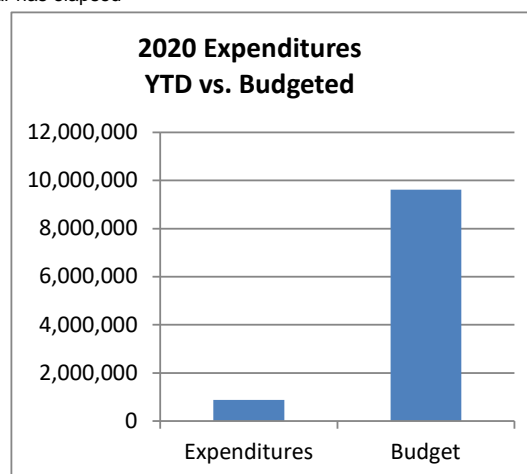
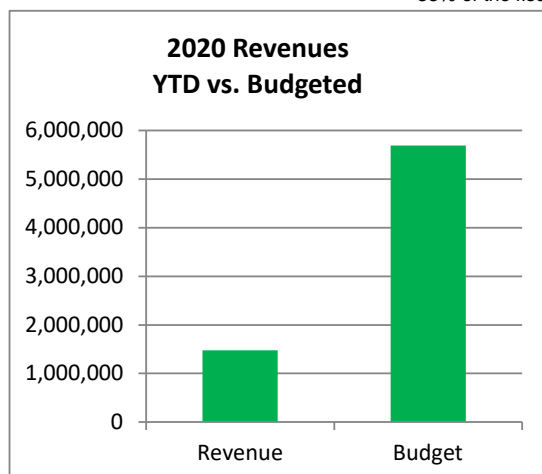


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending April 30, 2020  
Unaudited

Water Fund	2020 Actuals Apr	2020 Adopted Budget	%
			Complete
Beginning Cash Balance	18,054,317	18,054,317	
<b><u>Revenues:</u></b>			
Charges for Services	552,737	2,518,000	22.0%
Total Operating Revenues	552,737	2,518,000	22.0%
<b><u>Expenses:</u></b>			
Administration	52,500	522,550	10.0%
Operations	513,078	1,887,920	27.2%
Capital Outlay	201,756	6,853,000	2.9%
Depreciation	112,936	355,000	31.8%
Transfers Out	-	-	
Total Operating Expenses	880,269	9,618,470	9.2%
Operating Income (Loss)	(327,531)	(7,100,470)	
<b><u>Non-Operating Revenues (Expenses)</u></b>			
Tap Fees	383,660	804,625	47.7%
Capital Investment Fees	351,006	100,000	351.0%
Misc. Revenues	119,014	2,144,000	5.6%
Interest Expense	73,459	126,000	58.3%
Total Non-Operating Revenues (Expenses)	927,140	3,174,625	29.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>599,608</b>	<b>(3,925,845)</b>	
<b>Ending Cash Balance*</b>	<b>18,653,925</b>	<b>14,128,472</b>	

\* - Unaudited

33% of the fiscal year has elapsed

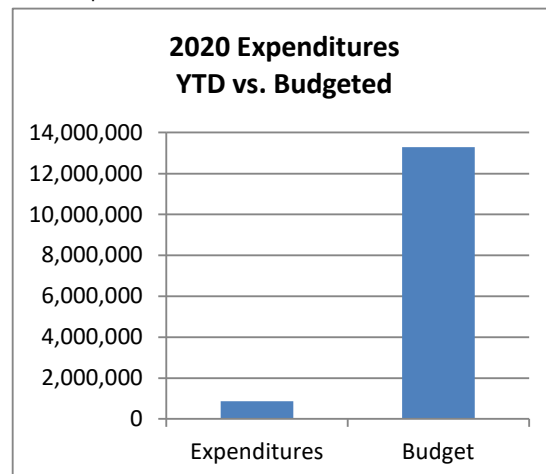
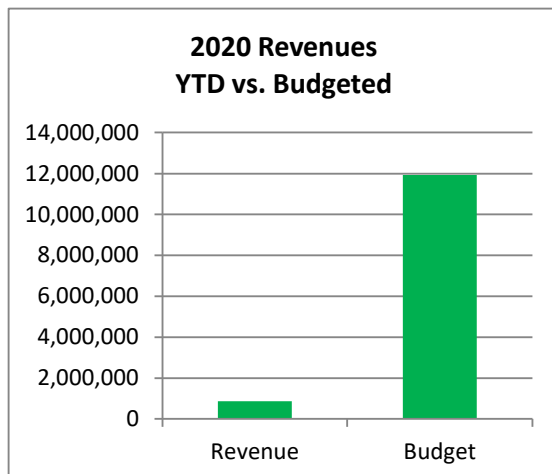


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending April 30, 2020  
Unaudited

<b>Sewer Fund</b>	2020 Actuals Apr	2020 Adopted Budget	% Complete
Beginning Cash Balance	8,393,987	8,393,987	
<b><u>Revenues:</u></b>			
Charges for Services	704,907	1,950,000	36.1%
Total Operating Revenues	704,907	1,950,000	36.1%
<b><u>Expenses:</u></b>			
Administration	43,837	310,500	14.1%
Operations	313,838	1,895,870	16.6%
Capital Outlay	444,258	10,874,000	4.1%
Depreciation	64,334	205,000	31.4%
Total Operating Expenses	866,268	13,285,370	6.5%
Operating Income (Loss)	(161,361)	(11,335,370)	
<b><u>Non-Operating Revenues (Expenses)</u></b>			
Capital Improvement Fees	146,780	660,000	22.2%
Misc. Revenues	2,800	1,001,000	0.3%
Interest Expense	11,155	81,000	13.8%
Transfers	-	10,000,000	0.0%
Total Non-Operating Revenues (Expenses)	160,735	11,742,000	1.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>(626)</b>	<b>406,630</b>	
<b>Ending Cash Balance*</b>	<b>8,393,361</b>	<b>8,800,617</b>	

\* - Unaudited

33% of the fiscal year has elapsed

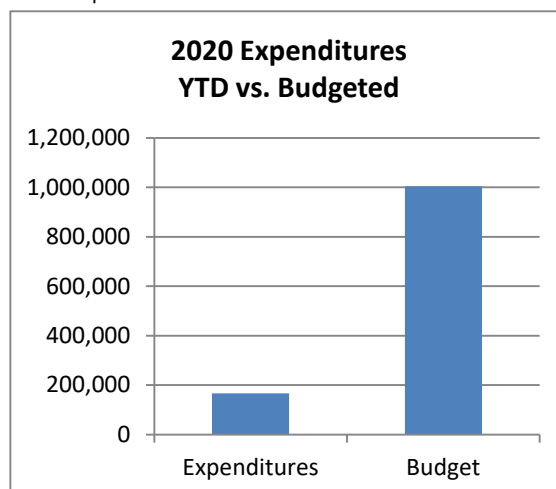
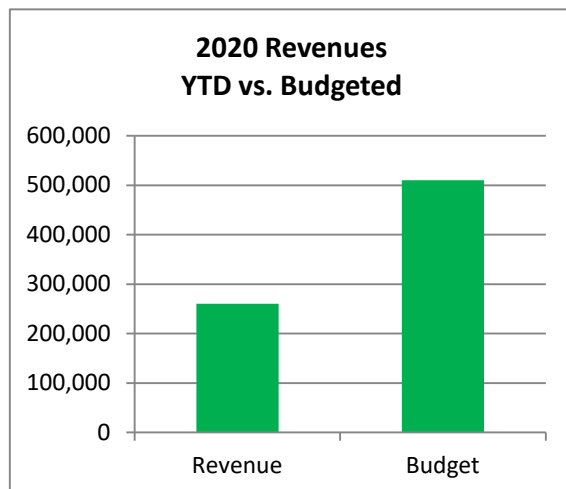


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending April 30, 2020  
Unaudited

<b>Drainage Fund</b>	2020 Actuals Apr	2020 Adopted Budget	% Complete
Beginning Cash Balance	3,342,074	3,342,074	
<b><u>Revenues:</u></b>			
Charges for Services	151,978	435,000	34.9%
Total Operating Revenues	151,978	435,000	34.9%
<b><u>Expenses:</u></b>			
Administration	31,573	143,100	22.1%
Operations	91,478	345,900	26.4%
Capital Improvements	43,288	515,000	8.4%
Transfer Out	-	-	
Total Operating Expenses	166,339	1,004,000	16.6%
Operating Income (Loss)	(14,362)	(569,000)	
<b><u>Non-Operating Revenues (Expenses)</u></b>			
Capital Revenues	99,619	50,000	199.2%
Misc. Revenues	-	-	
Interest Expense	8,674	25,200	34.4%
Total Non-Operating Revenues (Expenses)	108,294	75,200	144.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>93,932</b>	<b>(493,800)</b>	
<b>Ending Cash Balance*</b>	<b>3,436,006</b>	<b>2,848,274</b>	

\* - Unaudited

33% of the fiscal year has elapsed

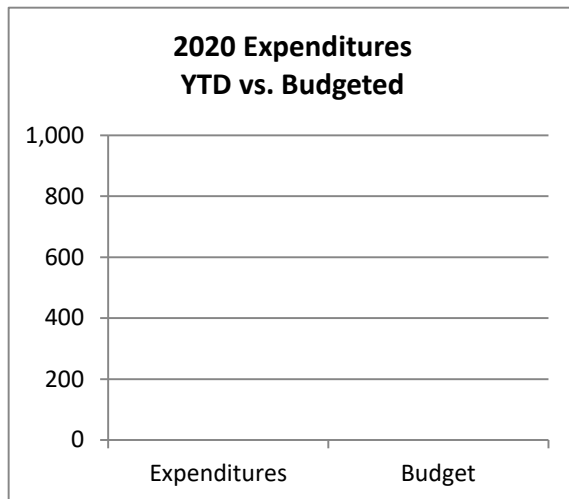
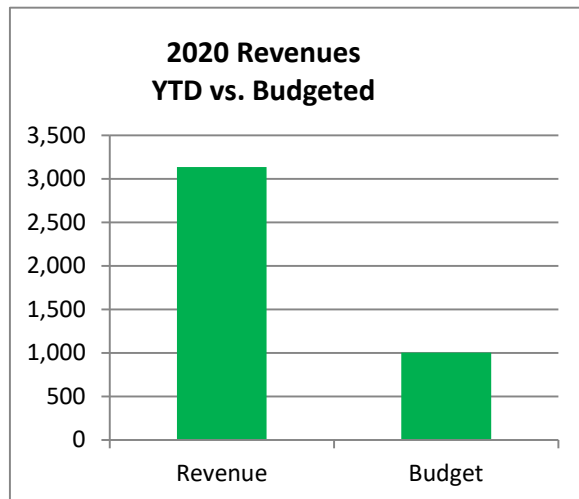


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Perpetual Fund  
Period Ending April 30, 2020  
Unaudited

Cemetery Perpetual Fund	2020 Actuals Apr	2020 Adopted Budget	% Complete
Beginning Fund Balance*	125,195	125,195	
<b><u>Revenues:</u></b>			
Miscellaneous Revenue	2,493	903	276.1%
Earnings on Investment	643	100	642.7%
Total Operating Revenues	3,136	1,003	312.6%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>3,136</b>	<b>1,003</b>	
<b>Ending Fund Balance*</b>	<b>128,331</b>	<b>126,198</b>	

\* - Unaudited

33% of the fiscal year has elapsed

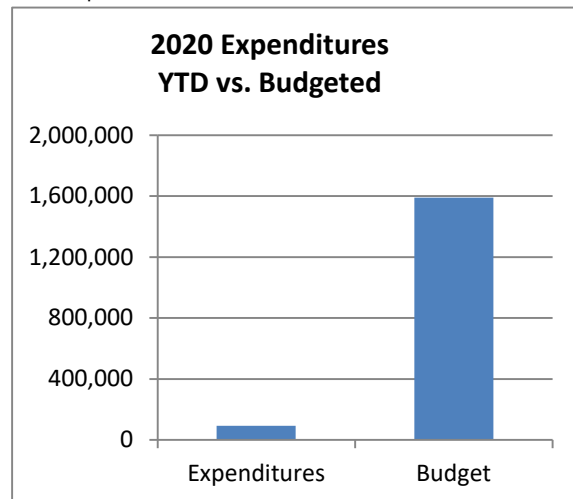
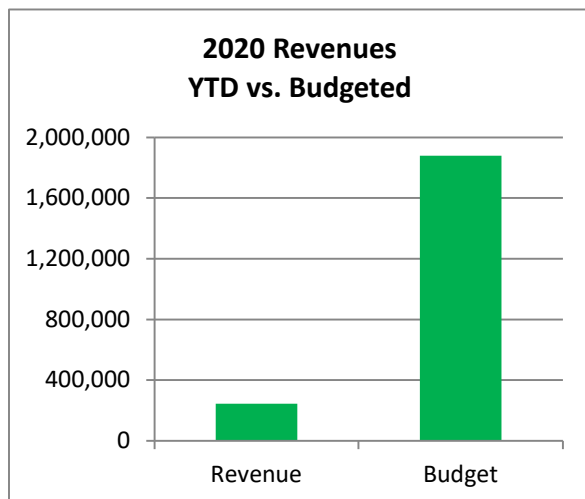


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending April 30, 2020  
Unaudited

Library Fund	2020 Actuals Apr	2020 Adopted Budget	% Complete
Beginning Fund Balance	3,491,367	3,491,367	
<b><u>Revenues:</u></b>			
Intergovernmental	-	824,716	0.0%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	241,708	20,000	1208.5%
Interest	1,614	1,500	107.6%
Transfers In	-	1,022,660	0.0%
Total Operating Revenues	243,322	1,879,876	12.9%
<b><u>Expenditures:</u></b>			
Operations	93,630	1,589,915	5.9%
Capital Outlay	-	-	0.0%
Total Expenditures	93,630	1,589,915	5.9%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>149,693</b>	<b>289,961</b>	
<b>Ending Fund Balance*</b>	<b>3,641,060</b>	<b>3,781,328</b>	

\* - Unaudited

33% of the fiscal year has elapsed

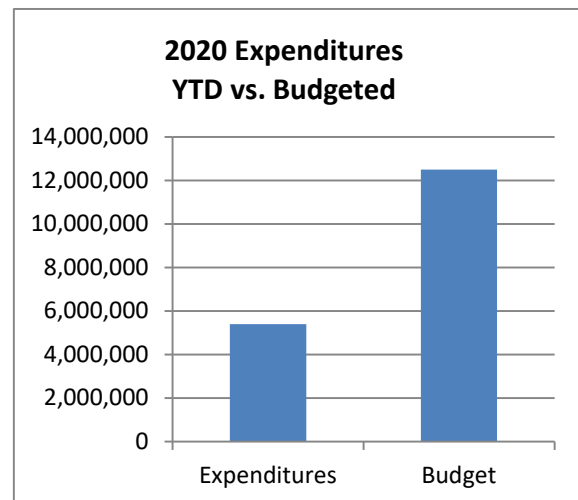
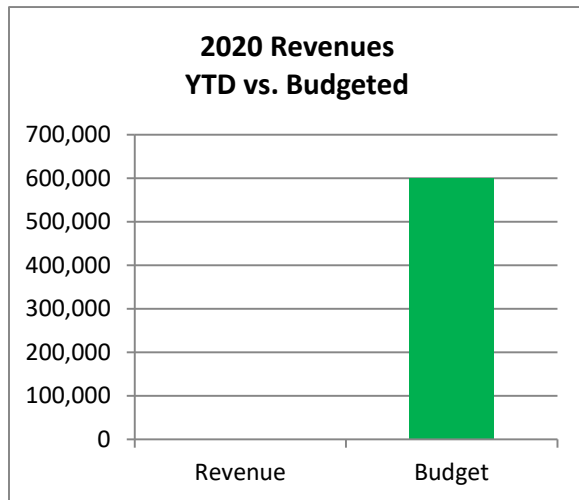


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending April 30, 2020  
Unaudited

Recreation Center Fund	2020 Actuals Apr	2020 Adopted Budget	%
			Complete
Beginning Fund Balance*	12,000,000	12,000,000	
<b><u>Revenues:</u></b>			
Transfers In	-	600,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	600,000	0.0%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	-	500,000	0.0%
Capital Outlay	5,400,155	12,000,000	45.0%
Total Expenditures	5,400,155	12,500,000	43.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>(5,400,155)</b>	<b>(11,900,000)</b>	
<b>Ending Fund Balance*</b>	<b>6,599,845</b>	<b>100,000</b>	

\* - Unaudited

33% of the fiscal year has elapsed

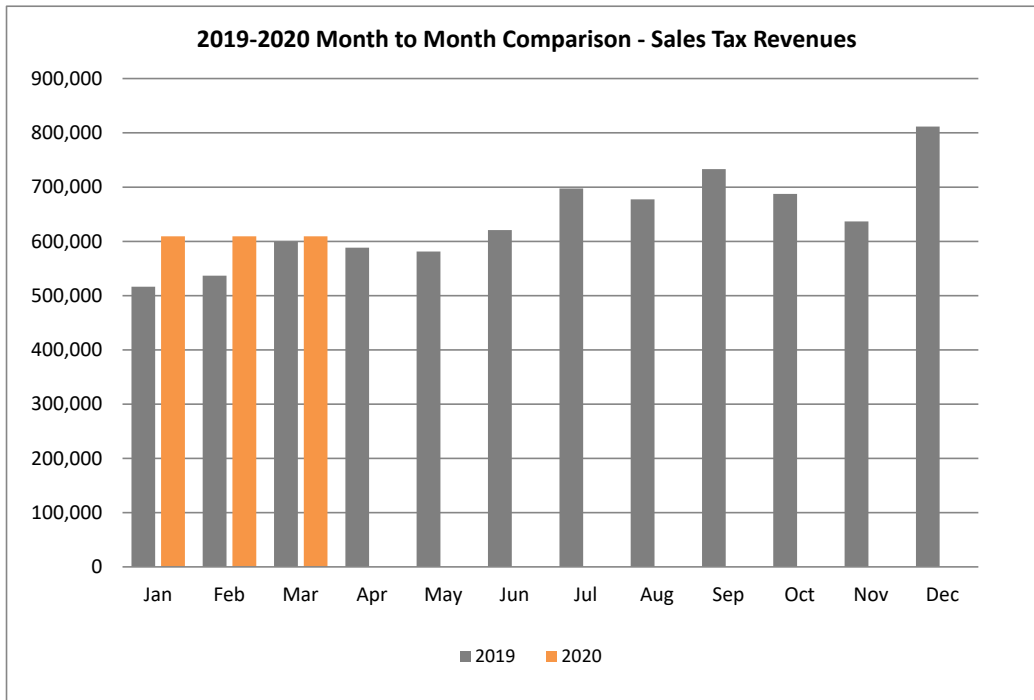


# Sales Tax Analysis and Comparison 2020

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle Sales Tax Collected*</u>	<u>Total Sales Taxes Collected*</u>
Jan-19	413,121	103,270	516,392
Feb-19	379,749	157,232	536,981
Mar-19	467,723	131,835	599,558
Apr-19	442,784	145,750	588,534
May-19	445,282	136,002	581,284
Jun-19	518,986	102,090	621,076
Jul-19	552,737	144,781	697,518
Aug-19	561,620	116,085	677,705
Sep-19	534,265	199,085	733,350
Oct-19	535,040	152,587	687,628
Nov-19	535,687	101,240	636,927
Dec-19	682,363	129,029	811,393
<b>2019 Total</b>	<b>6,069,357</b>	<b>1,618,987</b>	<b>7,688,344</b>

Jan-20	497,742	111,639	609,382
Feb-20	499,117	115,467	614,584
Mar-20	491,392	59,854	551,247
Apr-20	0	0	0
May-20	0	0	0
Jun-20	0	0	0
Jul-20	0	0	0
Aug-20	0	0	0
Sep-20	0	0	0
Oct-20	0	0	0
Nov-20	0	0	0
Dec-20	0	0	0
<b>2020 Total</b>	<b>1,488,252</b>	<b>286,961</b>	<b>1,775,213</b>

Jan - Mar 2019	1,260,593	392,337	1,652,930
Jan - Mar 2020	1,488,252	286,961	1,775,213
% Increase (Decrease)	18.06%	-26.86%	7.40%



\* Amounts shown reflect different reporting periods for various entities.

**Resolution  
No. 2020-14**



**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2020-14**

**AUTHORIZING MASSEY FARMS, LLLP TO SEEK ISSUANCE OF A SEPTIC TANK PERMIT FROM THE WELD COUNTY DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR PROPERTY LOCATED AT 6086 STATE HIGHWAY 60, TOWN OF JOHNSTOWN, AND REQUIRING MASSEY FARMS, LLLP TO FILE AN APPLICATION FOR A PERMIT WITH THE TOWN SUBJECT TO CONDITIONS**

**WHEREAS**, the Town of Johnstown, Colorado (the “Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

**WHEREAS**, Town Council is vested with authority to administer the affairs of the Town; and

**WHEREAS**, Massey Farms, LLLP, a Colorado limited liability limited partnership (“Applicant”), filed an application for a septic tank permit with the Weld County Department of Public Health and Environment (“WCDPHE”) for property located at 6086 State Highway 60, Johnstown, CO 80534 (“Property”); and

**WHEREAS**, during review of the application, or shortly thereafter, WCDPHE advised that the Applicant was required to obtain authorization from the Town for the issuance of the permit because the Property is within the boundaries of the Town; and

**WHEREAS**, after discussion during a meeting held on May 4, 2020, Town Council, by motion duly adopted, agreed that the Applicant is authorized to seek a septic tank permit from WCDPHE; and

**WHEREAS**, Town Council further required that the Applicant apply for a Town permit as required by Section 13-13 of the Johnstown Municipal Code (“Code”), recognizing a good faith basis to allow the issuance of a septic tank permit because connection to the public sewer for the single family residential home would be unduly burdensome given that the connection would require boring under State Highway 60; and

**WHEREAS**, to memorialize the foregoing, Town Council desires to adopt this Resolution.

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

1. The Applicant is authorized to seek a septic tank permit from WCDPHE for the Property.
2. The Applicant is required to submit an application with the Town for issuance of a septic tank permit as required by Section 13-13 of the Code, and Town staff is directed to

consider the information previously submitted to WCDPHE as presumptively conclusive evidence supporting the grant of the permit, subject to the conditions set forth below.

3. When the Superintendent (as defined in the Code), in his or her discretion, determines that connection of the Property to the public sewer is feasible and thus required, the Superintendent shall provide written notice to the Applicant, or to the subsequent property owner, who shall, within thirty (30) days, unless the Superintendent grants an extension, connect to the public sewer. At such time, the Applicant shall abandon and remove the septic tank and related improvements as required in the Code and by the Superintendent, and pay all permit and tapping fees then applicable.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_\_ day of May, 2020.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

# **Intergovernmental Agreement**

**INTERGOVERNMENTAL AGREEMENT**  
**FOR CONTRIBUTION TO I-25 UNDERPASS TRAIL ENHANCEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Loveland, Colorado, a municipal corporation of the State of Colorado, whose address is 500 E Third Street, Loveland, CO 80537, hereinafter referred to as “City,” and the Town of Johnstown, Colorado, a municipal corporation of the State of Colorado, whose address is 450 S. Parish Avenue, Johnstown, Colorado 80534, hereinafter referred to as “Town”.

**RECITALS**

**WHEREAS**, the City and the Town, as well as Larimer County, share operational maintenance and jurisdiction of portions of I-25 from Highway 402 to Highway 34 along the I-25 highway corridor; and

**WHEREAS**, both the City and the Town desire to pave a concrete trail along the Big Thompson River under the I-25 river bridges (the “Project”), and

**WHEREAS**, the City has paid the Colorado Department of Transportation (“CDOT”) \$50,524.65 for the Project and the Town now desires to reimburse the City for half the cost of the Project; and

**WHEREAS**, the Town agrees to said payment because both the City and the Town benefit from greater regional trail connectivity and so desire to provide the residents of both jurisdictions with desirable regional trails that exceed the corporate boundaries of each municipality; and

**WHEREAS**, City desires to accept the Town’s financial contribution and agrees, upon completion of the Project, to jointly maintain the project, and

**WHEREAS**, both parties to this Agreement are authorized to enter into said Agreement by C.R.S. Sec. 29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), for the purpose of achieving greater efficiencies for the provision of services to the public.

**AGREEMENT**

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

1. **RECITALS**: The Recitals are incorporated into the Agreement as if fully set forth herein.
2. **PROJECT**: Subject to the terms contained in this Agreement, the Town agrees to and specifically assents to the Project as it has been planned and will be constructed as part of the CDOT I-25 Road Expansion Project. The Town acknowledges that it has received all relevant plans and specifications for the Project concerning the trail construction and the Town has no objections to these plans and specifications.

3. TERM: The term of this Agreement shall be from the date first written above to and until such time as Town makes the final payment described in Paragraph 4 below.
4. CONTRIBUTION BY Town: Town agrees to pay to City the sum of \$25,262.32 ("Town Cost") as a contribution to the Project. On or before August 1, 2020 and upon receipt of an invoice from City, Town agrees to pay the Town Cost to the City. To effectuate the foregoing, the Town agrees to budget and appropriate the Town Cost for the 2020 calendar year.
5. MAINTENANCE OF TRAIL: Upon completion of the Project, Town agrees to and is responsible for the maintenance of the completed trail (as a portion of the Project) east of the centerline of Interstate 25 and City agrees to and is responsible for the maintenance of the completed trail (as a portion of the Project) west of the centerline of Interstate 25.
6. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
7. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be incidental beneficiary only.
8. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.
9. MODIFICATION AND BREACH: No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
10. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

Town:  
Matt LeCerf, Town Manager  
450 S. Parish Avenue

City:  
Steve Adams, City Manager  
500 E Third, Suite 330

Johnstown, CO 80650  
[mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)

Loveland, CO 805381  
[Steve.Adams@cityofloveland.org](mailto:Steve.Adams@cityofloveland.org)

Notwithstanding the foregoing, either party may provide notice by electronic mail ("e-mail") communication on the condition that the receiving party does not promptly object to the form of the notice.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act at C.R.S. §24-10-101 *et seq.*, as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate of the day and year first hereinabove written.

**ATTEST:**

**Town of Johnstown, COLORADO**

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**  
**City Of Loveland City City Clerk**

**City of Loveland, COLORADO**

By: \_\_\_\_\_  
Patti Garcia, City Clerk

By: \_\_\_\_\_  
Stephen C. Adams, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney



**COLORADO**  
Department of  
Transportation

February 14, 2020

Colorado Department of Transportation  
Region 4  
10601 W. 10th Street  
Greeley, CO 80634

Attn: Corey Stewart – Project Director

**RE: North I-25 Express Lanes Design-Build Project**  
**Project No. IM 0253-255 / 21506**  
**RCO 060 – City of Loveland Trail Enhancements along Big Thompson River (RCP 058) Rev 2**

Dear Mr. Stewart,

This letter is written to provide a formal RCO letter for Kraemer/IHC Joint Venture's price to design and construct a paved trail along the Big Thompson River under I-25 within CDOT ROW. A negotiated change order is requested in the amount of \$44,126.13.

#### **Scope of Work (Section 13.4.2.1)**

The scope of work includes all design and construction for a paved concrete trail along the North side of the Big Thompson River as outlined in RCP 058 and with contract language modifications as follows:

#### **RFP Book 2 Section 13 - Roadways**

*Add the following table after Exhibit 13-B Poudre River Trail Design Criteria:*

#### **Exhibit 13-C – Big Thompson River Trail Design Criteria**

Criteria Category	Proposed Criteria	Comments
<b>Highway Functions</b>		
Functional Classification	Shared Use Path	
<b>Design Criteria and Controls</b>		
Design Speed	14 mph	CDOT <i>Roadway Design Guide</i> Section 14.2.2
Terrain	Rolling	Obtained from CDOT website
<b>Horizontal Alignment</b>		
Minimum Centerline Curve Radius	41	CDOT <i>Roadway Design Guide</i> Section 14.2.7 Table 14-4
Maximum Superelevation, e <sub>max</sub> / Cross slope	2%	CDOT <i>Roadway Design Guide</i> Section 14.2.5
Axis of Rotation Location	Edge of Trail	

Criteria Category	Proposed Criteria	Comments
<b>Vertical Alignment</b>		
Maximum Grade	5%	CDOT <i>Roadway Design Guide</i> Section 14.2.8
Minimum Grade	0.5%	AASHTO <i>Guide for the Development of Bicycle Facilities</i> Section 5.2.7
Minimum Length of Curve, ft.	Varies	CDOT <i>Roadway Design Guide</i> Section 14.2.3.3 Table 14-3
Minimum Trail Elevation	No trail inundation from the Big Thompson River from design events less than the 10-year.	WSL based on historic flows
<b>Vertical Clearance</b>		
Minimum Vertical Clearance	10 ft. minimum, 12 ft. desirable	CDOT <i>Roadway Design Guide</i> Section 14.2.10.1 City of Loveland Trail Standard
<b>Cross Section</b>		
Trail Width	10 ft. concrete width and 2 ft. crusher fines buffer on each side	CDOT <i>Roadway Design Guide</i> Section 14.2.4 City of Loveland Trail Standard
Trail Thickness	5 in.	City of Loveland Trail Standard
Trail Material	Concrete with fiber mesh reinforcement	City of Loveland Trail Standard
Trail Finish	Heavy broom finish	City of Loveland Trail Standard

#### **Cost Analysis (13.4.2.2)**

The total Cost is \$44,126.13 is detailed on the attached Exhibit G.

#### **Impacted Delay Analysis (13.4.2.3)**

No delay has been caused by this additional work. An Impact Delay analysis will be provided within five days of executing the RCO.

#### **Other Supporting Documentation (13.4.2.4):**

RCP 058 – 2019.03.15 RCP 058 Exhibit (Modified to remove lighting and railing from the scope)

#### **Justification of Change Order (13.4.3)**

This RCO is justified by the direction provided by CDOT with RCP 058 and through negotiated agreements finalized in a meeting held with the City of Loveland and CDOT on July 7, 2019.

#### **DBE Information**

No additional Construction or Design DBE is available since the additional work is extensions of current scope for self-performed and non-DBE subcontractors. A DBE Tracking form will be provided within five days of executing the RCO



### Contractor Representation (13.4.5)

Kraemer/IHC Joint Venture certifies that the amount of time and/or compensation requested includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event or matter giving rise to such proposed change and that the Contractor has no reason to believe and does not believe that the factual basis for the Change Order is falsely represented.

Kraemer/IHC requests CDOT's approval of this Requested Change Order. If found to be in agreement, please sign and return this as an executed Change Order.

### Approvals:

  
\_\_\_\_\_  
Kraemer/IHC Project Director,  
Nathan Corbin

02/14/20  
Date

  
\_\_\_\_\_  
CDOT Project Director,  
Corey Stewart

2/19/  
Date

  
\_\_\_\_\_  
CDOT Construction Manager,  
Chris Boespflug

2/17'  
Date

Sincerely,

  
  
Nathan Corbin, Project Director  
Kraemer/IHC Joint Venture

Attachments: Exhibit G with detailed backup

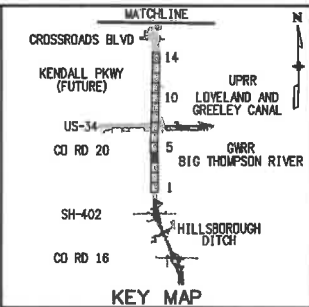
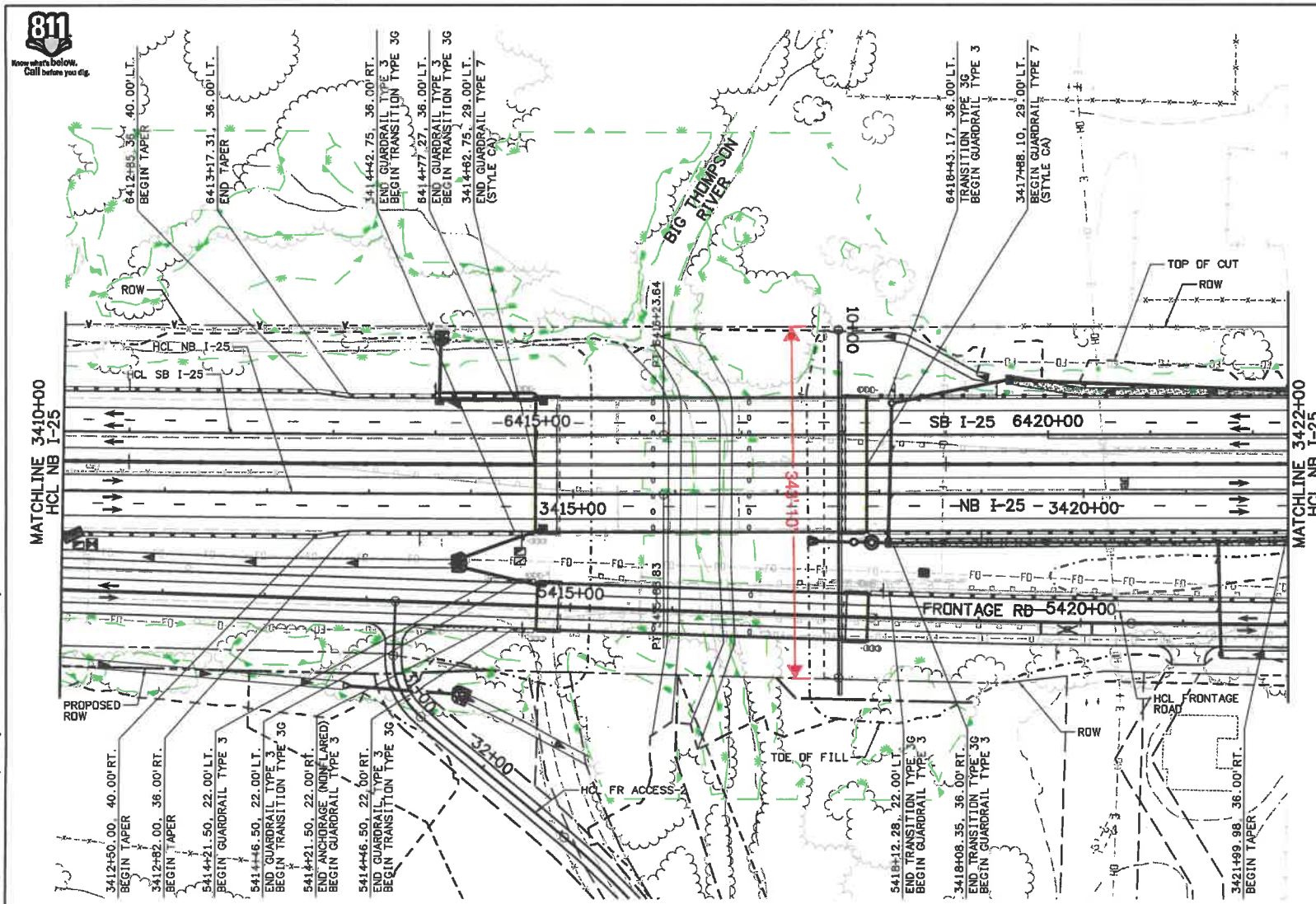


Item	Task	CATEGORY							TOTALS
		Total Hours	Design Manager	Sr. Prof.	Prof.	Jr. Prof.	Tech	Admin	Total
3.01	General								
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.02	Project Management								
	Administration	2	0	2	0	0		0	444.00
	Hours Subtotal:	2	0	2	0	0	0	0	444.00
3.03	Quality								
	Quality Audit - 1 NDC submittal	3	0	3	0	0		0	666.00
	Hours Subtotal:	3	0	3	0	0	0	0	666.00
3.04	Public Information								
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
<del>3.05</del>	<del>Environmental</del>								
	<del>Trail Impactson wetlands, PMJM habitat and SB40 Requirements:</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0.00</del>
	<del>PMJM Calculations</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>448.00</del>
	<del>PMJM Plans</del>	<del>8</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>8</del>	<del>0</del>	<del>0</del>	<del>896.00</del>
	<del>Coordination</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>448.00</del>
	<del>SWMP - assumes no changes to SWMP Plans</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0.00</del>
	<del>Hours Subtotal:</del>	<del>16</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>16</del>	<del>0</del>	<del>0</del>	<del>1,792.00</del>
3.06	Third Parties (Not Used)								
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.07	Utility Relocation								
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.08	Right-Of-Way (Not Used)								
	No Scope Included	0	0	0	0	0	0	0	0.00
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.09	Survey								
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.10	Geotechnical and Pavements								
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.11	Earthwork								
	No Scope Included	0	0	0	0	0	0	0	0.00
	Hours Subtotal:	0	0	0	0	0	0	0	0.00
3.12	Drainage								
	Amend City of Loveland Floodplain Permit as requested by the City (estimated)	14		2	8	2	2		2,128.00
	Drainage Subtotal:								
3.13	Roadway								
	Coordination	2	0	0	1	0	1	0	342.00
	Paving plans/section - trail limits ROW to ROW	3	0	0	1	0	2	0	507.00
	Quality Control	1	0	0	0	0	1	0	165.00
	NDC Process submittal/revisions	3	0	0	1	0	2	0	507.00

		CATEGORY							TOTALS
Item	Task	Total Hours	Design Manager	Sr. Prof.	Prof	Jr. Prof	Tech	Admin	Total
	Quantity	1	0	0	0	0	1	0	165.00
	-Design based on Revised Exhibit 13-B Big T river trail design criteria	0	0	0	0	0	0	0	0.00
	-Assumes no meetings	0	0	0	0	0	0	0	0.00
	-Assumes plans will be developed directly and submitted without concept design phase	0	0	0	0	0	0	0	0.00
Roadway Subtotal:		10	0	0	3	0	7	0	1,686.00
Packaging, Quantities, Special Provisions		0	0	0	0	0	0	0	0.00
Hours Subtotal:		0	0	0	0	0	0	0	0.00
3.14	Signing, Lighting, Signals	0	0	0	0	0	0	0	0.00
	No Lighting included in this scope	0	0	0	0	0	0	0	0.00
Hours Subtotal:		0	0	0	0	0	0	0	0.00
3.15	Structures	0	0	0	0	0	0	0	0.00
	Handrail details under bridge	0	0	0	0	0	0	0	0.00
Hours Subtotal:		0	0	0	0	0	0	0	0.00
3.16	Construction Phasing and Construction Zone Traffic Control	0	0	0	0	0	0	0	0.00
Hours Subtotal:		0	0	0	0	0	0	0	0.00
3.17	Landscaping	2	0	0	0	2	0	0	224.00
	Landscape Plans	0	0	0	0	0	0	0	0.00
	NDC sheets	2	0	0	0	2	0	0	224.00
Hours Subtotal:		2	0	0	0	2	0	0	224.00
3.18	Maintenance During Construction (Not Used)	0	0	0	0	0	0	0	0.00
3.19	ITS and Tolling	0	0	0	0	0	0	0	0.00
3.2	Expenses	0	0	0	0	0	0	0	0.00
Hours Subtotal:		0	0	0	0	0	0	0	0.00
Total Hours/\$\$: 0		31	7	11	4	9			5,148.00

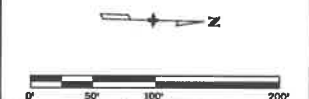


COPI MODEL: COPI Detail  
 03/06 03/06/22 AM P:\1\31\1-25 Design\_Ball\15106DESIGN\Drawings\15106DESIGN\_404\_1-25 Plan-S2.dgn



- NOTES:**
1. STATIONS AND OFFSETS TO GUARDRAIL TYPE 7 OR GUARDRAIL TYPE 9 ARE TO THE CENTERLINE OF BARRIER.
  2. SEE PAVING PLANS FOR LIMITS OF PAVEMENT.
  3. STRIPING IS SHOWN FOR INFORMATION ONLY. SEE SIGNING AND STRIPING PLANS FOR ADDITIONAL INFORMATION.
  4. ANY IMPACTED LANDSCAPING TO BE RESTORED IN KIND.

- LEGEND:**
- WETLANDS
  - DIRECTION OF TRAVEL



Print Date: 5/6/2019	0000
File Name: 21506DES_404_1-25 Plan-S2.dgn	
Horiz. Scale: 1:100 Vert. Scale: As Noted	

Sheet Revisions		
Date:	Comments	Init.

**Colorado Department of Transportation**

10601 West 10th Street  
 Greeley, CO 80634  
 Phone: (970)-350-2205 FAX: (970)339-9530

**Region 4** **SMR**

As Constructed	
No Revisions:	
Revised:	
Void:	

NORTH I-25 EXPRESS LANES I-25 - 3410+00 TO 3422+00 ROADWAY PLAN		
Designer:	R. HANSON	Structure Numbers
Detailer:	R. HANSON	
Sheet Subset:	ROADWAY	Subset Sheets: 4 of 14

Project No./Code	
IM 0253-255	
21506	
Sheet Number	71



**AGENDA ITEM 7**

**Town Manager Report**



# TOWN OF JOHNSTOWN

## MEMORANDUM

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TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: May 18, 2020

CC: Town Staff  
Local Media

SUBJECT: Town Manager's Report

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Upcoming Town Council Work Sessions – If there are topics that the Council would like staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 06/01/2020 – Regular Town Council Meeting
  - 06/15/2020 – Regular Town Council Meeting
  - 07/06/2020 – Regular Town Council Meeting
- 

### **Administration, Finance, & Planning**

- *Hwy 60 Bridge Design* – Staff continues to meet regularly with CDOT and BHA to coordinate the ultimate bridge design with the Town's planned aesthetic improvements as the bridge is rebuilt in conjunction with the current I-25 Northern Express Lane project.
- *Planning & Zoning Commission* – A PZC meeting was held on May 13<sup>th</sup>, with three items on the agenda for public hearings – a USB for a wireless tower, a PUD amendment, and a residential subdivision. This meeting was held remotely via Zoom.
- *Comprehensive Plan* – Staff continues to work on social media engagement opportunities for public input. The Steering Committee has their 2<sup>nd</sup> meeting scheduled for May 27<sup>th</sup>.
- *Development Review* – Planning & Development Staff is seeing continued interest in development in 2020, with 16 project submittals, 25 projects have had “pre-app” meetings, with 9 ongoing-2019 projects in various stages.
- *Hwy 402 Access Control Plan & IGA* – This plan and IGA is complete and ready to move forward to hearings. All parties recognize that the current COVID-19 situation will likely prolong the ability for all participants to adopt this plan. Staff will work to move this forward on Council's available agendas.
- *Sales Taxes* – The first quarter sales tax report will be included in the Council packet for the May 18<sup>th</sup> council meeting. Overall, sales taxes are up 7.4% for the first quarter 2020 compared to the same period in 2019. General sales taxes are up 18.06% while sales taxes on vehicles are down 26.86%. It is important to note that the decrease in sales taxes

**The Community That Cares**

for vehicles is likely attributed to reporting time differences between the counties as only January and February figures for Larimer county have been included.

- *Little Thompson Trail Project*– Staff is finalizing details related to the qualified based proposals of the Little Thompson Trail Project with a planned contract to be presented to Council soon. The evaluations for this project are not based on low bid as a consideration, but rather the qualifications of the engineering firm and their experience on similar projects.
- *CDOT I-25 Meeting* – Staff met with CDOT regarding the Segment 6 project coordination. Similar to the Frontage Road waterline improvements, staff is considering a similar waterline project on Hwy 60 to services existing property not receiving Johnstown water service as part of an effort to control overall costs of the project for CDOT.
- *Hwy 34 and WCR 17 Intersection* – Staff has been invited to a meeting with CDOT and other local governments to discuss improvements and a design for the Hwy 34 and WCR 17 intersection. We believe that this will also receive feedback from the Hwy 34 Coalition currently being chaired by Councilmember Mellon.

## **Police Department**

### ***Training:***

- *Leadership Training* – Sergeant Williams attended an online Public Leadership course. Training went over emotional intelligence, leadership models, leading with ethics, and innovation in the public sector.

### ***Community Policing, Outreach & Miscellaneous Items:***

- *Community Participation* – We conducted 2 birthday parades and we are in the planning process for a RHS graduation parade.

## **Public Works Department**

### ***Streets, Stormwater, & Parks***

- *Cemetery* – Crews have been doing repairs to the irrigation system at the Cemetery. We received two bids for the Columbarium and we are in the process of reviewing them and expect a recommendation to Council soon for consideration.
- *Streets* – Grading of gravel roads continues with increased grading on CR3 and CR20 due to increased traffic. New speed limits were posted on CR16 as speeds were inconsistent.
- *Parks* – All parks are still closed. Irrigation and maintenance continue. We will be power washing all playgrounds prior to parks being re-opened.
- *Signs* – Banners were installed downtown to honor the 2020 RHS graduates. Lights will also be installed as soon as they are delivered.
- *Building* – Plastic sheets were installed at Town Hall for front desk protection of staff and public from possible spread of COVID-19.

### ***Water and Wastewater Plants***

- *Central Plant WWTP* – The new aeration installed is doing its job. On May 6 a pump failed at the effluent sludge basin. Emergency pumping was needed to move material until the line could be repaired. The new polymer feed at the plant seems to be controlling the TSS and compliance issues, but additional fine tuning is expected and needed.



- *Low Point* – Automatic samplers were installed. This provides the ability to monitor steps in the treatment process more closely and address issues as they arise.
- *Water Treatment Plant* – Filter media is completed and the plant is back to normal. Life expectancy of new media is 15 years.
- *Flood* – The flood at the Water Treatment Plant caused significant damage. The full financial impact has not been determined yet, as we are waiting on invoices from our emergency water providers. An insurance claim was filed with CIRSA.

**AGENDA ITEM 10A**

**Second Amendment to  
Iron Horse Agreement**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** May 18, 2020

**ITEM NUMBER:** 10A

**SUBJECT:** Second Amendment to the Iron Horse Agreement

**ACTION PROPOSED:** Approve the Second Amendment to the Iron Horse Agreement as Presented

**ATTACHMENTS:**

1. Second Amendment to the Iron Horse Agreement
2. Iron Horse Concept Plan
3. CR 3 Relocation Concept

**PRESENTED BY:** Matt LeCerf, Town Manager

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### **AGENDA ITEM DESCRIPTION:**

Enclosed for your review and consideration, is the proposed Second Amendment to the Iron Horse Agreement. For context, the Iron Horse property was annexed in 2006 and is also known as the Spreng Annexation located at the southeast corner of the intersection of Highway 34 and CR 3 in Larimer County. As part of this annexation and subsequent development agreements entered into with the Town, the Developer Centerra Commercial, LLC (previously Iron Horse, LLC) is required to pay for a proportionate share of the roadway traffic signal and interception improvements along CR3 and to Highway 34.

To date this infrastructure and permit has not occurred. At some point, the Town began restricting building permits on the Iron Horse development with the intent for the improvements to be made prior to construction continuing. The only deviation from this restriction, was the one exception provided on May 11, 2012. In this instance, the Town provided one building permit for the Carrier Lot, but the agreement also reinforced the provisions that:

*“the developer, however, shall not be entitled to receive any additional building permits in either Filing One or Filing Two beyond the one permit issued for the Carrier Lot until either the infrastructure improvements and the CR3 improvements have been paid for and/or constructed in accordance with the Iron Horse Agreements and Town requirements, or the Town and the developer execute a written amendment(s) to the Iron Horse Agreements regarding the intersection improvements and CR3 Improvements.”*

As you may recall, this item was initially provided to Council on May 20, 2019. Since then, the parties have continued to work to find an amicable solution which would allow Centerra Commercial, LLC to move forward and meet the appropriate infrastructure development expectations of the Town. There is a mutual benefit that is realized by having an agreement established that allows the parties to move forward. The document presented this evening is representative of this collaboration and mutual interest. In brief, this document provides the

ability of the developer to move forward with development of the property, which is in the best interest of Centerra Commercial and the Town. Some of the more notable provisions of this agreement include:

- Approval of this agreement would provide for Centerra Commercial to receive building permits on platted lots in the Iron Horse Development.
- The agreement includes and establishes “Reserved Lots” specifically identified and prohibited from development up to December 31, 2025. Prohibiting the development of these lots allows for the Town to work with the Colorado Department of Transportation in pursuing the realignment of CR3 from its current configuration.
- The agreement also includes an estimated cost for required improvements which were to be completed by Centerra Commercial, LLC. Upon the first building permit issued within the undeveloped lots North of Ronald Regan Blvd., Centerra Commercial will be required to provide the full balance of the cost estimates. The funds will be used for the improvements North of Ronald Regan Blvd. up to the intersection at CR3 and Hwy 34. Based on the estimates, the total payment agreed upon is \$771,349.00. The estimate shall be adjusted at the time of actual payment based on the engineering news record construction cost index for the Denver Metropolitan area.
- The developer shall be required to construct curb, gutter, sidewalk and tree landscaping improvements in accordance with the applicable Town standards along CR3 frontage for all lots that abut CR3 in the annexation.
- Obligations would still be in effect for the Developer to make improvements to the intersection of CR3 and Highway 34 based on a proportionate cost. Additionally, improvements south of Ronald Reagan Blvd. on CR3 to the southern railroad would still be in effect and an obligation of the Developer.

It is important to understand as part of this agreement, that the Town is required to adopt a resolution making a final determination related to the realignment of CR3. This resolution along with the actual identification of necessary right of way must be completed within this time. If the Town fails to make a decision within this timeframe, after December 31, 2025, Centerra Commercial is permitted to move forward with development of these Reserved Lots identified in green on the attached map. If as part of the negotiations the Town and Centerra Commercial are unable to reach a resolution, and the Town desires for this roadway to be realigned based on the concept or a similar route, that in condemnation may be necessary. Council should be cognizant of this possible need.

Staff believes the revised agreement as presented represents the obligations of the developer when they committed to annexing and developing the property in the Town of Johnstown. Staff also believes the agreement to be fair and reasonable. Consequently, staff recommendation is to approve the agreement as presented.

#### **LEGAL ADVICE:**

The agreement was reviewed and drafted with Developer’s legal counsel by the Town attorney.

#### **FINANCIAL ADVICE:**

The financial impact of this agreement has yet to be verified until the project is designed and bid. It may obligate the Town financially beyond the contributions by the developer.

**RECOMMENDED ACTION:**

Approve the Second Amendment to the Iron Horse Agreement as presented.

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the Second Amendment to the Iron Horse Agreement between the Town of Johnstown and Centerra Commercial LLC.

**For Denial:**

I move to deny the Second Amendment to the Iron Horse Agreement between the Town of Johnstown and Centerra Commercial LLC.

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**Reviewed and Approved for Presentation:**

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Town Manager

## SECOND AMENDMENT TO IRON HORSE AGREEMENTS

**THIS SECOND AMENDMENT TO IRON HORSE AGREEMENTS** (the “**Second Amendment Agreement**”) is made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation (hereinafter referred to as the “**Town**”), and **CENTERRA COMMERCIAL, LLC**, a Colorado limited liability company (hereinafter referred to as “**Centerra Commercial**”), this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”).

### WITNESSETH:

**WHEREAS**, on November 3, 2006, the Town and Iron Horse, LLC, a Colorado limited liability company (“**Iron Horse**”), entered into the “Annexation Agreement – Spreng Annexation” (the “**Annexation Agreement**”) in connection with the annexation of approximately 173.90 acres of property known as the “**Spreng Annexation**”; and

**WHEREAS**, the Annexation Agreement contains, among other requirements, the requirement for payment by Iron Horse or a successor or assign of Iron Horse, which successor or assign shall be expressly responsible for all of the obligations set forth in the Iron Horse Agreements (as defined below) and this Second Amendment Agreement (together, the “**Developer**”) of a proportionate share of a traffic signal and intersection improvements at Larimer County Road 3 and State Highway 34 in the current alignment of Larimer County Road 3 with State Highway 34 (the “**Intersection Improvements**”); and

**WHEREAS**, on October 31, 2006, the Town and Iron Horse entered into the “Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse)” (the “**Filing One Agreement**”) in connection with the development of an approximately 33.321-acre portion of the Spreng Annexation known as Iron Horse Filing One (“**Filing One**”) which agreement requires, among other requirements, the construction by the Developer of, or payment by the Developer for, the Intersection Improvements and certain improvements to Larimer County Road 3 (“**CR3**”) in its current alignment from Ronald Reagan Boulevard to State Highway 34 constructed and installed in accordance with Town regulations (the “**CR3 Improvements**”); and

**WHEREAS**, on April 10, 2020, Centerra Commercial, an affiliate of Iron Horse, acquired all the undeveloped portions of the Spreng Annexation, the legal description which is set forth as Exhibit A, from Iron Horse as its successor and assign, and so Centerra Commercial is the “Developer” for purposes of this Second Amendment Agreement; and

**WHEREAS**, when used herein, the “Developer” shall not include any individual or entity that acquires from Centerra Commercial in an arm’s length transaction any portion

of the property in the Spreng Annexation, as well as any individual or entity that subsequently acquires any such property (a “**Subsequent Owner**”); and

**WHEREAS**, as used above, “arm’s length transaction” shall mean and include a transaction where buyer/recipient and seller/contributor are not affiliates, meaning such parties have less than 50% common direct or indirect ownership; and

**WHEREAS**, in order that Centerra Commercial may sell or otherwise develop the property in the Spreng Annexation, the Town agrees that the Developer shall be responsible for the contractual obligations related to the Intersection Improvements and the CR3 Improvements and agrees that the Subsequent Owners shall not be obligated to design, construct or install the Intersection Improvements or the CR3 Improvements; and

**WHEREAS**, the Parties further recognize and agree that, if acceleration or deceleration lanes (the “**Accel/Decel Lanes**”) are required to be designed, constructed and installed based upon the uses associated with the business operations of the Developer or a Subsequent Owner, then Developer or, in Developer’s discretion, a Subsequent Owner shall be responsible for designing, constructing and installing such acceleration or deceleration lanes; and

**WHEREAS**, on May 11, 2012, the Town and Iron Horse entered into the “Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse, Filing No. 2)” (the “**Filing Two Agreement**”) in connection with the development of an approximately 45.648-acre portion of the Spreng Annexation known as Iron Horse Filing Two (“**Filing Two**”), which agreement requires, among other requirements, the construction by the Developer of, or payment by the Developer for, the Intersection Improvements and the CR3 Improvements as described therein; and

**WHEREAS**, the Annexation Agreement, Filing One Agreement and Filing Two Agreement are referred to collectively herein as the “**Iron Horse Agreements**”; and

**WHEREAS**, subsequent to the execution of the Iron Horse Agreements, based primarily on traffic concerns, the Town restricted the Developer from obtaining building permits for property in the Spreng Annexation until the Intersection Improvements and the CR3 Improvements were completed; and

**WHEREAS**, despite the foregoing, on May 7, 2018, the Town and Iron Horse entered into an Amendment to the Iron Horse Agreements, which provided, subject to certain conditions, for the issuance of a building permit for the development of one lot in either Filing One or Filing Two without triggering the Developer’s requirement to pay for or construct the Intersection Improvements or the CR3 Improvements as set forth in the Iron Horse Agreements (“**First Amendment Agreement**”); and

**WHEREAS**, Centerra Commercial, as the successor and assign of Iron Horse, is bound by and obligated to perform the outstanding obligations, if any, in the Iron Horse Agreements and First Amendment Agreement; and

**WHEREAS**, upon the conditions set forth herein, including, but not limited to, the Developer's payment to the Town of the anticipated cost of the CR3 Improvements, and without limiting the Developer's obligation to pay for the Intersection Improvements, the Town desires to remove the restriction regarding the issuance of building permits for the property in the Spreng Annexation except for the restrictions related to the property referenced and defined herein as the Reserved Lots.

**NOW, THEREFORE**, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and Centerra Commercial agree to amend the Iron Horse Agreements as follows:

A. Recitals. The Recitals are incorporated into this Second Amendment Agreement as if fully set forth herein.

B. Payment for CR3 Improvements.

1. Rather than construct the CR3 Improvements as contemplated in the Iron Horse Agreements, the Developer shall, at the time of issuance of the next building permit for a property in the Spreng Annexation, provide payment of the anticipated cost of such improvements to the Town ("**CR3 Payment**"). As of the Effective Date of this Second Amended Agreement, the anticipated cost of the CR3 Improvements is Seven Hundred Seventy-One Thousand Three Hundred Four-Nine Dollars (\$771,349.00), which amount is subject to adjustment at the time of actual payment based on the Engineering News Record Construction Cost Index for the Denver Metropolitan area. The CR3 Payment is further detailed on the attached Exhibit B. The CR3 Payment shall satisfy the Developer's obligations related to the CR3 Improvements as set forth in the Iron Horse Agreements and, except as provided in Subsection B.2. below, relieve the Developer of any further obligations related to the design, construction and installation of CR3.

2. Notwithstanding the foregoing, the Developer shall be required to construct curb, gutter, sidewalk and tree lawn landscaping improvements, in accordance with applicable Town requirements, along the CR3 frontage of all lots that abut CR3 in the Spreng Annexation as a requirement of the development of any such lot. The frontage improvements specified herein shall be completed prior to the issuance of a certificate of occupancy for any such lots.

3. The CR3 Payment shall be used by the Town exclusively for the design, construction and installation of the CR3 Improvements, or any portions



thereof, and the Town shall use the CR3 Improvement Funds for such improvements as soon as the Town, in its reasonable discretion, deems feasible.

C. Building Permits. Upon receipt of the CR3 Payment and except for the Reserved Lots (defined below), the Developer and/or any Subsequent Owner shall be entitled to receive building permits from the Town for a primary building in the Spreng Annexation on the condition that the applicant meets all Town requirements for issuance of the building permit, including, but not limited to, payment of the requisite fees.

D. Reserved Lots.

1. The Town and Centerra Commercial recognize and agree that the Town intends that CR3 be realigned to accommodate growth and development. Because of the anticipated realignment and in exchange for the issuance of building permits as set forth herein, the Developer agrees to temporarily restrict development of Lots 1 through 6, Block One, Filing One (the “**Reserved Lots**”). Specifically, the Developer shall not market, lease or sell the Reserved Lots, nor shall building permits be issued for such lots, except as provided herein.

2. The Town agrees to act in a timely manner to decide on an alternate alignment of CR3 in the form of a Resolution adopted by Town Council (the “**Realignment Resolution**”). When the Town decides on an alternate alignment of CR3, the Town and the Developer agree to work in good faith to confer and negotiate the outstanding issues related to the alternate alignment, including, among others: (i) designing the alternate alignment to minimize impacts to the lots in the Spreng Annexation affected thereby and provide safe access; (ii) right-of-way dedication; (iii) the release of the Reserved Lots from the restrictions herein; (iv) the obligation of the Developer for the payment of the Intersection Improvements as contemplated in the Iron Horse Agreements; and (v) the installation of water, sewer and stormwater lines by the Developer in the right-of-way of the alternate alignment.

3. If the Town fails to adopt the Realignment Resolution by December 31, 2025 or if the Town and the Developer are not able to reach agreement with respect to the release of the Reserved Lots as referenced in Subsection D.2. above within such timeframe, the Reserved Lots, as modified, if at all, shall thereupon automatically be released from the restrictions of this Paragraph D and Developer shall have the right to market, lease or sell the Reserved Lots and owners of the Reserved Lots shall have the right to receive building permits for such lots upon meeting all the then applicable requirements for such permits, including, but not limited to, all Town requirements.

4. In addition to the foregoing, in the event that (i) the Town Council decides to keep the current alignment for the CR3 Improvements, (ii) the Town Council has not adopted the Realignment Resolution by December 31, 2025 or (iii) the parties are not able to reach agreement with respect to the release of the Reserved Lots within such timeframe, then, in any event, the Developer shall have the option, but not the obligation, upon ninety (90) days written notice to the Town, to design, construct and install the CR3 Improvements and the Town shall release to the Developer the CR3 Payment to be used by the Developer to pay the actual cost of design, construction and installation of the CR3 Improvements.

5. Notwithstanding any provision in this Second Amended Agreement, the Town expressly reserves, and does not hereby waive, its lawful right to condemn property in the Spreng Annexation. The Town shall not be required to issue building permits for the Reserved Lots, or any portion thereof, if a condemnation action is pending with respect to the Reserved Lot at issue.

F. Intersection Improvements. Nothing contained herein shall limit, eliminate, amend or modify the Developer's obligation to pay for, and satisfy the obligations related to its proportionate share of the Intersection Improvements as contemplated in the Iron Horse Agreements or its commitment herein regarding the Accel/Decel Lanes. Such obligations shall remain outstanding and be paid, addressed and resolved at a subsequent date; provided, however, that the timeframe within which Developer will pay its proportionate share of the Intersection Improvements will in no event be less than fifteen (15) days after receipt of written notice from the Town.

G. Johnstown North Metropolitan District Nos. 1-3. Without limiting the obligations of the Developer hereunder or in the Iron Horse Agreements, to the extent that the Intersection Improvements the Developer is obligated to design, construct, install or pay for are permitted pursuant to the Consolidated Service Plan for Johnstown North Metropolitan Districts Nos. 1-3 (the "**Districts**"), those improvements may be installed or paid for by the Districts, as determined by the Developer and the Districts.

H. Notice. Any notice required or desired to be given by a party hereto shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to Town:                      Town of Johnstown

Attn: Town Manager  
450 S. Parish Avenue  
Johnstown, CO 80534

With copy to: Law Office of Avi S. Rocklin, LLC  
Attn: Avi Rocklin  
1437 N. Denver Avenue, #330  
Loveland, CO 80538

If to Centerra  
Commercial: Centerra Commercial, LLC  
c/o McWhinney Real Estate Services, Inc.  
Attn: VP of Community Development/GM of Centerra  
2725 Rocky Mountain Avenue, Suite 200  
Loveland, CO 80538

With copy to: McWhinney Real Estate Services, Inc.  
Attn: General Counsel  
1800 Wazee Street, Suite 200  
Denver, CO 80202

Notice of a change of address of a party shall be given in the same manner as all other notices as hereinabove provided.

Notwithstanding the foregoing, notice may be provided by electronic mail (“e-mail”) on the condition that the receiving party acknowledges receipt of the e-mail and does not promptly object to the form of notice.

H. Covenant. This Second Amendment Agreement shall constitute a covenant running with the land in the Spreng Annexation, and shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns.

I. Validity of Iron Horse Agreements and First Amendment Agreement. Except as amended herein, all terms and conditions of the Iron Horse Agreements and the First Amendment Agreement shall remain in full force and effect.

J. Recording. This Second Amendment Agreement will be presented for recording with the Clerk and Recorder of Larimer County, Colorado.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands below.

**CENTERRA COMMERCIAL, LLC,**  
a Colorado Limited Liability Company

By: McWhinney Real Estate Services, Inc., a  
Colorado Corporation, Manager

By: \_\_\_\_\_  
Printed Name: Bethany Johnson  
Title: Interim General Counsel

STATE OF COLORADO                    )  
  ) ss.  
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 2020, by Bethany Johnson as Interim General Counsel of MCWHINNEY REAL ESTATE SERVICES, INC., a Colorado corporation, as Manager of CENTERRA COMMERCIAL, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**TOWN OF JOHNSTOWN, COLORADO,**  
A Municipal Corporation

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

EXHIBIT A

**Legal Description - Undeveloped Portions of the Spreng Annexation**

**Parcel 1:**

TRACT A, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately .619 Acres)

LOT 1, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 1.886 Acres)

LOT 2, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 1.549 Acres)

LOT 3, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 1.499 Acres)

LOT 4, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 1.675 Acres)

LOT 5, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 1.731 Acres)

LOT 6, BLOCK 1, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 1.408 Acres)

**Parcel 2:**

TRACT B, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately .269 Acres)

LOT 1, BLOCK 2, IRON HORSE FILING ONE, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937.

(Approximately 2.51 Acres)

**Parcel 4:**

LOT 1, IRON HORSE FILING TWO, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO ACCORDING TO PLAT RECORDED MAY 14, 2012 AT RECEPTION NO. 20120033427.

(Approximately 10.011 Acres)

LOT 2, IRON HORSE FILING TWO, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO ACCORDING TO PLAT RECORDED MAY 14, 2012 AT RECEPTION NO. 20120033427.

(Approximately 6.599 Acres)

**Parcel 6:**

A TRACT OF LAND BEING A PORTION OF THE TRACT INDICATED AS IRON HORSE, LLC PARCEL 1 WITHIN THE SPRENG ANNEXATION AS RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083931 OF THE RECORDS OF LARIMER COUNTY, BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13 AND ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 AS BEARING SOUTH 89°20'36" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2756.04 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°15'14" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 50.51 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 80.60 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID SPRENG ANNEXATION AND THE POINT OF BEGINNING;

THENCE SOUTH 88°20'32" EAST ALONG THE NORTHERLY LINE OF SAID SPRENG ANNEXATION A DISTANCE OF 411.32 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND INDICATED WITHIN SAID SPRENG ANNEXATION AS BEING DESCRIBED IN BOOK 722, PAGE 367;

THENCE SOUTH 12°35'28" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 305.53 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTH 68°08'05" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 437.26 FEET TO THE WESTERLY LINE OF SAID SPRENG ANNEXATION;

THENCE NORTH 00°15'14" EAST ALONG THE WESTERLY LINE OF THE SPRENG ANNEXATION A DISTANCE OF 88.34 FEET;

THENCE NORTH 45°56'32" EAST ALONG THE NORTHWESTERLY LINE OF THE SPRENG ANNEXATION A DISTANCE OF 84.69 FEET TO THE POINT OF BEGINNING.

(Approximately 2.278 Acres)

**Parcel 7:**

A TRACT OF LAND INDICATED AS IRON HORSE, LLC PARCEL II WITHIN THE SPRENG ANNEXATION AS RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083931 OF THE RECORDS OF LARIMER COUNTY, BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13 AND ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 AS BEARING SOUTH 89°20'36" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2756.04 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°15'14" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 50.51 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 80.60 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID SPRENG ANNEXATION;

THENCE SOUTH 88°20'32" EAST ALONG THE NORTHERLY LINE OF SAID SPRENG ANNEXATION AND THE SOUTHEASTERLY PROLOGATION THEREOF, A DISTANCE OF 664.98 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND INDICATED WITHIN SAID SPRENG ANNEXATION AS BEING DESCRIBED IN BOOK 722, PAGE 367 AND TO THE POINT OF BEGINNING;

THENCE SOUTH 88°20'21" EAST ALONG THE NORTHERLY LINE OF SAID SPRENG ANNEXATION A DISTANCE OF 1881.81 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND INDICATED WITHIN SAID SPRENG ANNEXATION AS BEING DESCRIBED IN BOOK 619, PAGE 554;

THENCE SOUTH 08°00'42" WEST A DISTANCE OF 342.03 FEET;

THENCE SOUTH 84°47'00" EAST A DISTANCE OF 174.54 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE SOUTH 00°27'43" WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 813.07 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE NORTH 68°08'05" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD A DISTANCE OF 2248.30 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND INDICATED WITHIN SAID SPRENG ANNEXATION AS BEING DESCRIBED IN BOOK 722, PAGE 367;

THENCE NORTH 12°35'28" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 394.31 FEET TO THE POINT OF BEGINNING.

(Approximately 35.699 Acres)

**Parcel 8:**

A TRACT OF LAND BEING A PORTION OF THAT PARCEL INDICATED AS IRON HORSE, LLC PARCEL III WITHIN THE SPRENG ANNEXATION AS RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083931 OF THE RECORDS OF LARIMER COUNTY, BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 13 AND ASSUMING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 AS BEARING NORTH 89°29'44" WEST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2007, A DISTANCE OF 2746.33 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;



THENCE NORTH 00°27'45" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD;

THENCE NORTH 89°29'40" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 534.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°29'40" WEST CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF THE GREAT WESTERN RAILROAD A DISTANCE OF 2192.28 FEET TO A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 00°15'14" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 881.54 FEET TO THE SOUTHWEST CORNER OF IRON HORSE FILING ONE, A PLAT RECORDED NOVEMBER 6, 2006 AT RECEPTION NO. 20060083937 OF THE RECORDS OF LARIMER COUNTY;

THE FOLLOWING SEVEN COURSES ARE ALONG THE SOUTHERLY, WESTERLY AND EASTERLY BOUNDARY LINES OF SAID IRON HORSE FILING ONE SUBDIVISION;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 350.00 FEET;

THENCE SOUTH 00°15'14" WEST A DISTANCE OF 426.74 FEET;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 749.76 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 435.12 FEET;

THENCE NORTH 89°44'46" WEST A DISTANCE OF 200.00 FEET;

THENCE NORTH 00°15'14" EAST A DISTANCE OF 382.13 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF RONALD REAGAN DRIVE;

THENCE SOUTH 89°44'46" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.24 FEET TO THE SOUTHWEST CORNER OF IRON HORSE FILING TWO, A PLAT RECORDED MAY 22, 2012 AS RECEPTION NO. 20120033427 OF THE RECORDS OF LARIMER COUNTY;

THE FOLLOWING 5 COURSES ARE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF RONALD REAGAN BOULEVARD AS DEDICATED BY ACTION OF SAID IRON HORSE FILING TWO SUBDIVISION PLAT;

THENCE SOUTH 89°44'46" EAST A DISTANCE OF 94.67 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 164.25 FEET, SAID CURVE HAS A RADIUS OF 435.00 FEET, A DELTA OF 21°38'03" AND IS SUBTENDED BY A CHORD BEARING SOUTH 78°55'44" EAST A DISTANCE OF 163.28 FEET TO A POINT OF TANGENCY;

THENCE SOUTH  $68^{\circ}06'43''$  EAST A DISTANCE OF 1195.63 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 20.59 FEET, SAID CURVE HAS A RADIUS OF 32.00 FEET, A DELTA OF  $36^{\circ}52'12''$  AND IS SUBTENDED BY A CHORD BEARING SOUTH  $49^{\circ}40'37''$  EAST A DISTANCE OF 20.24 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 87.41 FEET, SAID CURVE HAS A RADIUS OF 58.00 FEET, A DELTA OF  $86^{\circ}20'43''$  AND IS SUBTENDED BY A CHORD BEARING SOUTH  $74^{\circ}24'53''$  EAST A DISTANCE OF 79.37 FEET TO THE END POINT OF SAID CURVE ON THE WESTERLY BOUNDARY LINE OF SAID IRON HORSE FILING TWO;

THE FOLLOWING THREE COURSES ARE ALONG THE EASTERLY BOUNDARY LINES OF SAID IRON HORSE FILING TWO SUBDIVISION PLAT;

THENCE SOUTH  $27^{\circ}35'15''$  EAST ALONG A LINE NON-TANGENT TO THE AFORESAID CURVE A DISTANCE OF 37.54 FEET;

THENCE SOUTH  $21^{\circ}51'55''$  WEST A DISTANCE OF 660.31 FEET;

THENCE SOUTH  $00^{\circ}30'20''$  WEST A DISTANCE OF 129.13 FEET TO THE POINT OF BEGINNING.

(Approximately 45.837 Acres).

**EXHIBIT B**

**CR3 Payment**

<b>LCR 3 Road - Interim Improvements (1)</b>						
		<b>Construction Cost</b>	<b>Soft Costs</b>	<b>Sub-Total</b>	<b>10% Contingency (Construction Only)</b>	<b>Total</b>
<b>Ronald Regan to Hwy 34 - Shedule 1</b>		\$375,881	\$66,120	\$442,001	\$37,588	\$479,589
Note: (1) - No Curb & Gutter, No Sidewalks, 4' gravel shoulder both sides. To be completed by Developer						
<b>Railroad Crossing (for Interim Phase) - Schedule 5</b>		\$235,300	\$32,930	\$268,230	\$23,530	\$291,760
<b>Overall TOTAL - Interim Improvements</b>		<b>\$611,181</b>	<b>\$99,050</b>	<b>\$710,231</b>	<b>\$61,118</b>	<b>\$771,349</b>



## LAND USE KEY

- INDUSTRIAL
- OPEN SPACE

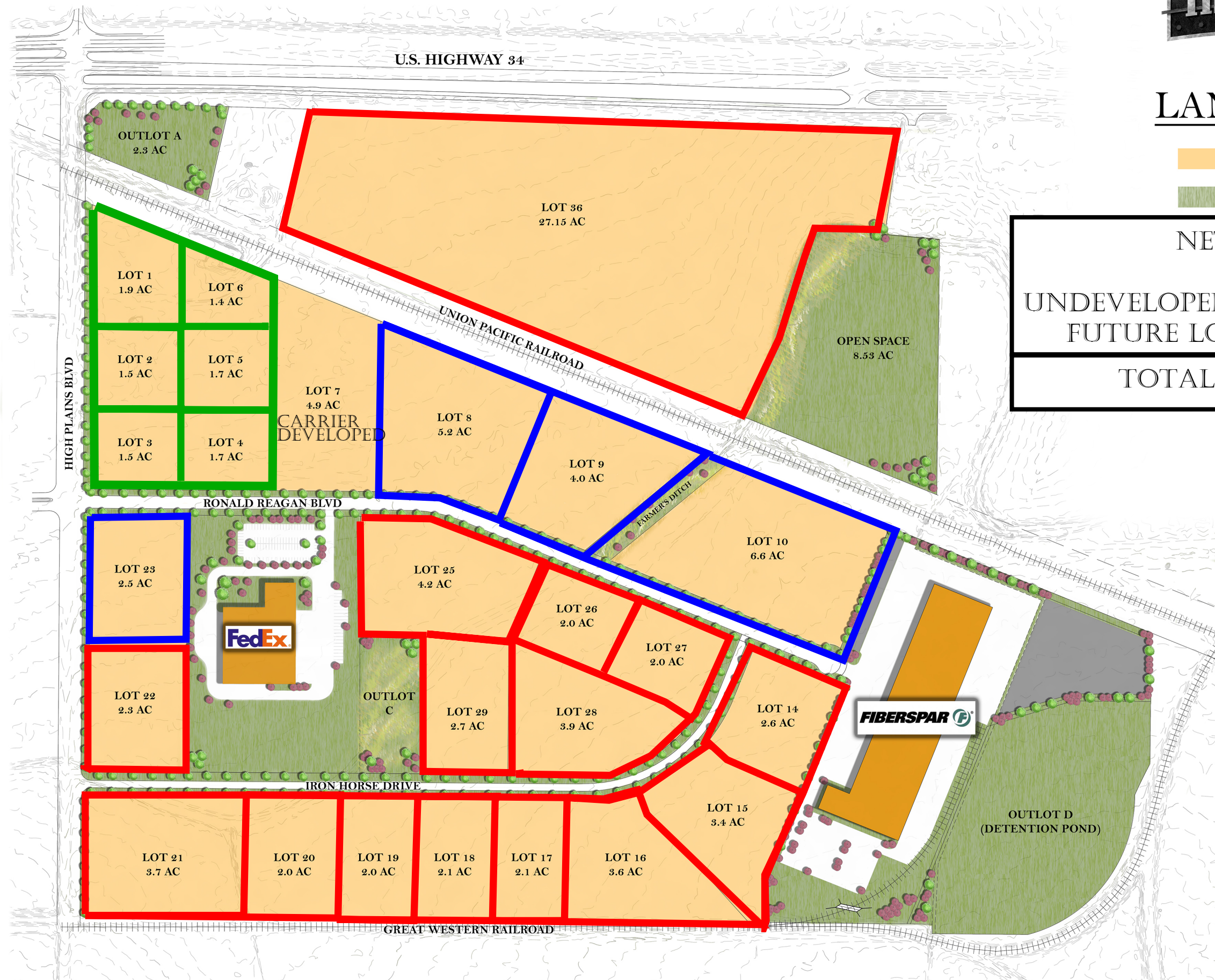
NET ACRES:

UNDEVELOPED LOTS - 18.3 ACRES

FUTURE LOTS - 81.55 ACRES

TOTAL: 99.85 ACRES

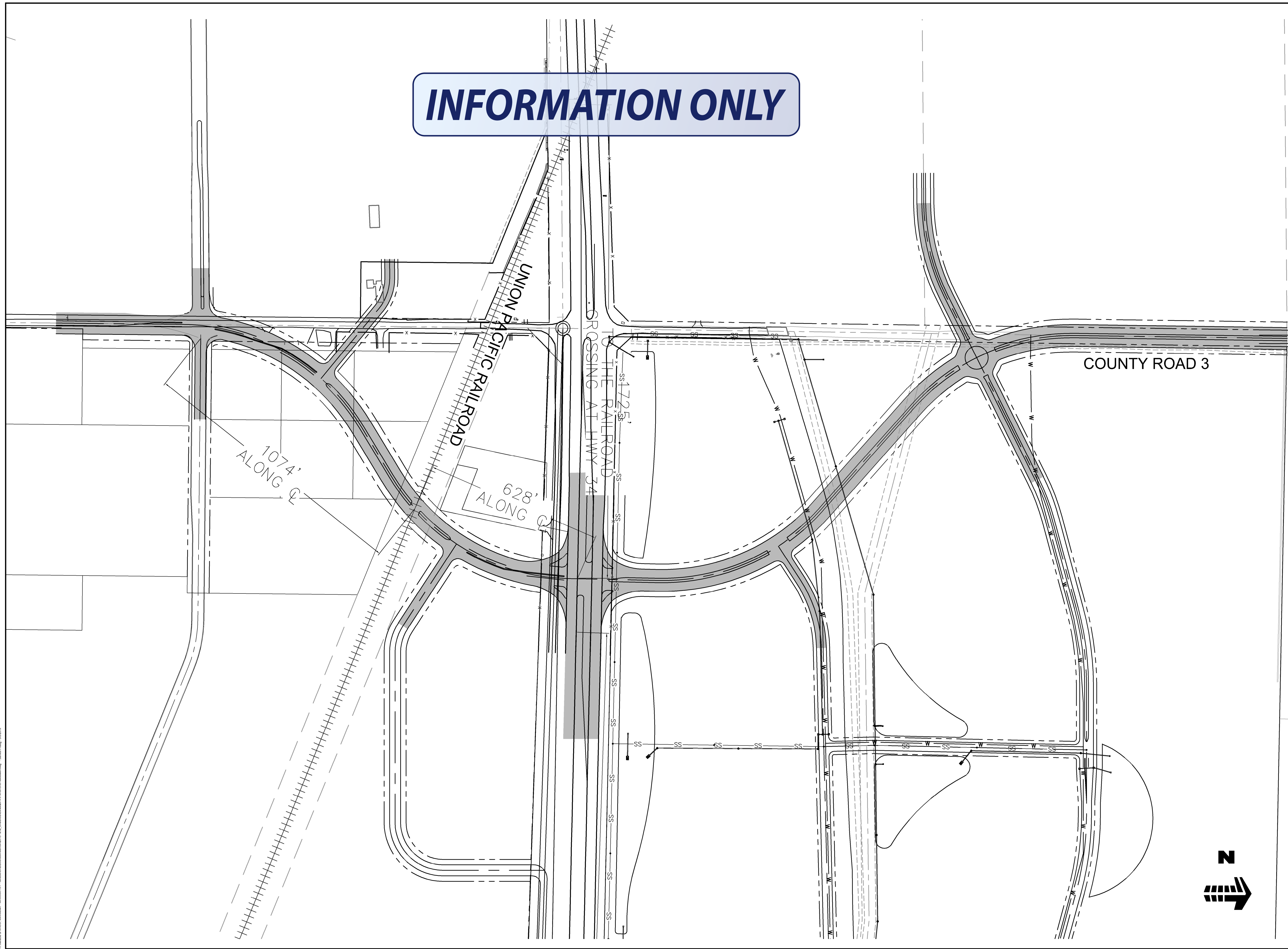
- RESERVED LOTS
- UNDEVELOPED LOTS
- FUTURE LOTS



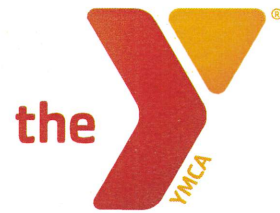
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***INFORMATIONAL***



## MEMBERSHIPS GO ON SALE MAY 18!

We're open for tours and membership sales May 18-31, 9am-3pm. Due to state restrictions, the Y is not yet able to open. Members will not be charged until the Y is officially open.

Preschool tours also available by appointment only. Visit [ymcanoco.org/johnstown-preschool](https://ymcanoco.org/johnstown-preschool) for details.

### JOHNSTOWN COMMUNITY YMCA

165 Settler Way, Johnstown  
[ymcanoco.org/johnstown](https://ymcanoco.org/johnstown)

**Join the Johnstown Community YMCA May 18-31, and we'll waive the join fee (a savings of up to \$79).**

The first 300 new members will receive a beach towel.

*Anyone entering the Johnstown Community YMCA must wear a mask and will be health screened.*



# FREE COMMUNITY SHRED EVENT

**SATURDAY, MAY 30th, 2020 — 9 AM - NOON**

*SPONSORED BY THE JOHNSTOWN POLICE DEPARTMENT*

## PROTECT Your IDentity

- Safely destroy your documents with onsite Mobile Shredding Unit.
- Watch your documents be pulverized!
- Up to 3 copy boxes (or 1 large trash bag) per Johnstown resident.
- Proof of residency required.
- Police personnel onsite to help ensure proper destruction of your documents.
- No need to remove staples, paper clips or binder clips. Hanging files can be shredded whole as well.
- Apex Shredding Inc. is NAID (National Association for Information Destruction) Certified. They have background-checked employees who subscribe to the strictest of document destruction standards.

**JOHNSTOWN POLICE DEPARTMENT — 430 S. PARISH AVE.**

**CALL 970-587-5555 WITH QUESTIONS.**

The background of the bottom half of the flyer is a large pile of shredded paper, showing various fragments of documents and forms.

**Town of**  
**Johnstown**