

JOHNSTOWN NORTH METROPOLITAN DISTRICT NOS. 1-3

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Kim Perry	President & Chairperson	May 2025
VACANT	Vice President/Assistant Secretary	May 2027
Josh Kane	Treasurer/Secretary	May 2027
Sam Salazar	Asst. Secretary/Asst. Treasurer	May 2025
Tim DePeder	Asst. Secretary/Asst. Treasurer	May 2027

DATE: **May 12, 2023 (Friday)**
 TIME: **12:00 p.m.**
 PLACE: **MS TEAMS**

[Click here to join the meeting](https://tinyurl.com/4s486pe7) (Please press the control key and click to access hyperlink)
<https://tinyurl.com/4s486pe7> (This link can be copied into your web browser)
+1 720-721-3140; Conference ID: 748 067 344# (if joining the meeting by phone)

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director disclosure of any potential conflicts of interest.
- C. Approval of Agenda. **(Pages 1-2)**
- D. Public Comment. (Limited to 3-Minutes Per Person)

II. CONSENT AGENDA

- A. Approval of Minutes – October 27, 2022, Regular Meeting, November 11, 2022 Continued Meeting, and November 11, 2022 Special Meeting. **(Pages 3-14)**
- B. Ratification of Payables. **(Pages 15-27)**
- C. Financial Statements as of March 31, 2023. **(Pages 28-36)**
- D. Ratification of Contract Modifications. **(Pages 37-39)**

III. CAPITAL INFRASTRUCTURE ITEMS

- A. District Project Manager Update.
- B. Capital Fund Summary Review. **(Page 40)**

IV. FINANCIAL ITEMS

- A. Finance Manager's Report.
- B. Ratification of 2022 Audit Exemption for District No. 3. **(Pages 41-47)**
- C. Public Hearing regarding the Proposed Amended 2022 Budget.
- D. Consider Adoption of Amended 2022 Budgets; Consider Approval of Resolution to Amend Budgets; and Appropriate Sums of Money.

Johnstown North Metropolitan District
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: 970-669-3611/FAX: 970-669-3612
 Email: JNMDadmin@pcgi.com

Johnstown North Metropolitan District
May 12, 2023

V. LEGAL ITEMS

- A. Ratification of Iron Horse Development Agreement Filing No. 3. **(Pages 48-79)**

VI. DISTRICT MANAGER ITEMS

- A. Discuss Status of Sanitary Sewer Lift Station.
B. Approval of Pinnacle Consulting Group Inc.'s Scope of Services Addendum.
C. District Manager's Report. **(Pages 80-82)**

VII. OTHER MATTERS

- VIII. EXECUTIVE SESSION**, pursuant to Colorado Open Meeting Law §24-6-402(4) to consult with or receive advice from attorney regarding specific legal items, if necessary.

IX. ADJOURNMENT

The next Regular Meeting is scheduled for Thursday, July 27th, 2023

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED
REGULAR MEETING OF
JOHNSTOWN NORTH METROPOLITAN DISTRICT NOS. 1-3

HELD
October 27, 2022

The Boards of Directors of the Johnstown North Metropolitan District Nos. 1-3 held a regular meeting, open to the public, via MS Teams at 10:00 a.m., Thursday, October 27, 2022.

ATTENDANCE

Directors in Attendance: (Via Teleconference)
Kim Perry, President & Chairperson
Abby Kirkbride, Vice President/Assistant Secretary
Josh Kane, Treasurer/Secretary
Sam Salazar, Assistant Secretary/Assistant Treasurer
Tim DePeder, Assistant Secretary/Assistant Treasurer

Also, in Attendance Were: (Via Teleconference)
Alan Pogue; Icenogle Seaver Pogue, P.C.
Jim Niemczyk, Mike McBride, Samantha Romero, Griffin Barlow, and
Christina Rotella; McWhinney
Andrew Kunkel, Kevin Mitts, Jason Woolard, Irene Buenavista, Brendan
Campbell, Doug Campbell, Dilon Gamber, Stanley Holder, Randall
Provencio and Kieyesia Conaway; Pinnacle Consulting Group, Inc.

CALL TO ORDER

The meeting was called to order at 10:01 a.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

COMBINED
MEETING

The Districts are meeting in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Johnstown North Metropolitan District No. 1, with concurrence by the Johnstown North Metropolitan District Nos. 2 and 3.

CONFLICT OF
INTEREST
DISCLOSURE

Mr. Pogue noted that notices of potential conflicts of interest for all Board Members were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as all Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the District. Mr. Pogue advised the Boards that pursuant to

RECORD OF PROCEEDINGS

Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPROVAL OF
AGENDA

The Boards considered the agenda. Upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, it was unanimously

RESOLVED to approve the agenda, as amended to add Project Management Fee with MRES after Capital Infrastructure Item III C ii.

PUBLIC
COMMENT

There were no members of the public present.

CONSENT
AGENDA

The Boards considered the following items on the consent agenda:

- A. Approval of Minutes – July 28, 2022, Regular Meeting, August 16, 2022, Continued Regular Meeting, October 10,2022, Special Meeting, and October 18, 2022, Special Meeting.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.
- D. Consideration and Approval of 2023 Annual Administrative Matters Resolution.
- E. Consideration and Approval of 2023 Meeting Resolution.
- F. Consideration and Approval of 2023 Election Resolution.
- G. Consideration and Approval of 2023 Operations and Maintenance Service Agreements:
 - i. Green Earth
 - ii. Ramey Environmental Compliance
 - iii. SWPPP Colorado
 - iv. Foothills Landscape Maintenance

Following review and discussion, upon motion duly made by Director DePeder, seconded by Director Kane and, upon vote, it was unanimously.

RESOLVED to approve the consent agenda, as presented.

RECORD OF PROCEEDINGS

CAPITAL
INFRASTRUCTURE
ITEMS

District Project Manager Update: Mr. McBride updated the Boards on current projects being constructed in the District and answered questions.

Capital Fund Summary Review: Mr. McBride and Mr. Provencio presented the Capital Fund Summary Review and answered questions.

Master Services Agreement and Work Order 2022-01 with LandOne Engineering for Filing 2 Lot 1 Amended for Engineer Certification for Acceptance of Capital Costs Services: Mr. Provencio presented the Master Services Agreement and Work Order 2022-01 with LandOne Engineering for Filing 2 Lot 1 Amended for Engineer Certification for Acceptance of Capital Costs Services and answered questions. Following review and discussion, upon motion duly made by Director Kirkbride, seconded by Director Salazar and, upon vote, it was unanimously.

RESOLVED to ratify the Master Services Agreement and Work Order 2022-01 with LandOne Engineering for Filing 2 Lot 1 Amended for Engineer Certification for Acceptance of Capital Costs Services in the amount of \$1,500.00

FINANCIAL ITEMS

Finance Manager’s Report: Ms. Buenavista presented the Finance Manager’s Report and answered questions.

Bond Update: Ms. Buenavista presented the Bond Update and answered questions.

2022 AMENDED
BUDGET HEARING

Director Perry opened the 2022 Amended Budget Hearing for Johnstown North Metropolitan District Nos. 1-3. Mr. Kunkel reported that notice of the budget hearing was published on October 20, 2022, in accordance with state budget law. There being no public input the public portion of the budget hearing was closed. Ms. Buenavista reviewed the amended budgets in detail and responded to questions. The budgets for the District by fund are as follows:

District No. 1
General Fund Expenditures: \$145,562.00

RECORD OF PROCEEDINGS

District No. 2
Debt Service Fund Expenditures: \$288,708.00
Capital Projects Fund Expenditures: \$8,025,000.00

Following review and discussion, upon motion duly made by Director DePeder, seconded by Director Kirkbride and, upon vote, unanimously carried, it was

RESOLVED to approve the Resolution to Adopt the 2022 amended budgets and appropriate funds for Johnstown North Metropolitan District Nos. 1-3 and authorize such further actions of the officers and consultants necessary to sign related documents and submit and file such documents required to finalize the amended budgets.

FINANCIAL ITEMS
CONTINUED

2022 Auditor: Ms. Buenavista requested the board engage John Cutler and Associates to preform the 2022 Audit. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to engage John Cutler and Associates for the 2022 Audit in an amount not to exceed \$6000.00.

LEGAL ITEMS

Resolution to Increase Non-Potable Water Irrigation Rate: Mr. Pogue presented the resolution to Increase Non-Potable Water Irrigation Rate from 3.86% to 4.16%. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the Resolution to Increase Non-Potable Water Irrigation Rate from 3.86% to 4.16%.

Work Order with MRES for Financial Services related to Bond Issuance: Mr. Pogue presented the Work Order with MRES for Financial Services related to Bond Issuance and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the Work Order with MRES for Financial Services related to Bond Issuance closing on Wednesday, November 2nd, 2022.

RECORD OF PROCEEDINGS

DISTRICT
MANAGER ITEMS

Status of Sanitary Sewer Lift Station: Mr. Woolard presented the Status of Sanitary Sewer Lift Station and answered questions.

ADJOURNMENT

Upon motion duly made by Director DePeder, seconded by Director Kane and, upon vote, the meeting was continued to November 11, 2022, at 8:00 a.m.

Respectfully submitted

Kieyesia Conaway
Recording Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED
CONTINUED REGULAR MEETING OF
JOHNSTOWN NORTH METROPOLITAN DISTRICT NOS. 1-3

HELD
November 11, 2022

The Boards of Directors of the Johnstown North Metropolitan District Nos. 1-3 held a continued regular meeting, open to the public, via MS Teams at 8:00 a.m., Friday, November 11, 2022.

ATTENDANCE

Directors in Attendance: (Via Teleconference)
Kim Perry, President & Chairperson
Abby Kirkbride, Vice President/Assistant Secretary
Josh Kane, Treasurer/Secretary
Sam Salazar, Assistant Secretary/Assistant Treasurer
Tim DePeder, Assistant Secretary/Assistant Treasurer

Also, in Attendance Were: (Via Teleconference)
Alan Pogue; Icenogle Seaver Pogue, P.C.
Jim Niemczyk, Mike McBride, and Samantha Romero; McWhinney
Andrew Kunkel, Kevin Mitts, Irene Buenavista, Doug Campbell, Dillon
Gamber, Randall Provencio and Kieyesia Conaway; Pinnacle Consulting
Group, Inc.

CALL TO ORDER

The meeting was called to order at 8:03 a.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

COMBINED
MEETING

The Districts are meeting in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Johnstown North Metropolitan District No. 1, with concurrence by the Johnstown North Metropolitan District Nos. 2 and 3.

CONFLICT OF
INTEREST
DISCLOSURE

Mr. Pogue noted that notices of potential conflicts of interest for all Board Members were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as all Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the District. Mr. Pogue advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required

RECORD OF PROCEEDINGS

prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPROVAL OF
AGENDA

The Boards considered the agenda. Upon motion duly made by Director Kane, seconded by Director Kirkbride and, upon vote, it was unanimously

RESOLVED to approve the agenda, as presented.

PUBLIC
COMMENT

There were no members of the public present.

CAPITAL
INFRASTRUCTURE
ITEMS

Capital Fund Summary : Mr. Provencio reviewed the Capital Fund Summary with the Boards and answered questions.

Amended Project Budget for Iron Horse Filing 2 Lot 1 Amended (CFS #3): Mr. McBride presented the Amended Project Budget for Iron Horse Filing 2 Lot 1 Amended. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve Amended Project Budget for Iron Horse Filing 2 Lot 1 Amended in the amount of \$329,300.00.

Bid Results for Iron Horse Filing 2 Lot 1 Amended: Mr. McBride reviewed the Bid Analysis Memorandum for Iron Horse Filing 2 Lot 1 Amended and answered questions.

Amended Construction Contract with Gerrard Excavating for Iron Horse Filing 2 Lot 1 Amended for Public Infrastructure Improvements: Mr. McBride presented an amended Construction Contract with Gerrard Excavating for Iron Horse Filing 2 Lot 1 Amended for public Infrastructure improvements. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RECORD OF PROCEEDINGS

RESOLVED to approve an Amended Construction Contract with Gerrard Excavating for Iron Horse Filing 2 Lot 1 Amended for public infrastructure improvements in the amount of \$196,800.50.

2023 BUDGET
HEARING

Director Perry opened the 2023 Budget Hearing for Johnstown North Metropolitan District Nos. 1-3. Mr. Kunkel reported that notice of the budget hearing was published on October 20, 2022, in accordance with state budget law. There being no public input the public portion of the budget hearing was closed. Ms. Buenavista reviewed the budgets in detail and responded to questions. The budgets for the District by fund are as follows:

District No. 1
Mill levy is 0.000 mills.
General Fund Expenditures: \$178,049
Capital Projects Fund Expenditures: \$1,319,336

District No. 2
Mill levy is 8.000 mills.
General Fund Expenditures: \$152,791
Debt Service Fund Expenditures: \$439,363

District No. 3
Mill levy is 25.000 mills.
General Fund Expenditures: \$286

Following review and discussion, upon motion duly made by Director Kane, seconded by Director Kirkbride and, upon vote, unanimously carried, it was

RESOLVED to approve the Resolution to Adopt the 2023 budgets for Johnstown North Metropolitan District Nos. 1-3, as presented and set the mill levies, appropriate budgeted funds upon final certification of value being received by the County of Larimer on or before December 15, 2022 and approve all other documents related to the 2023 budgets. The District Manager and/or Accountant is authorized to make minor modifications that may be necessary following receipt of final assessed values and file the necessary documents with the state and county regarding the approval of the final budgets.

LEGAL ITEMS

Covenant Enforcement and Fine Policy: Mr. Pogue presented the Covenant Enforcement and Fine Policy and answered questions. Following review

RECORD OF PROCEEDINGS

and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the Covenant Enforcement and Fine Policy pending as amended to incorporate the following changes.

First Violation: \$250.00

Second Violation: \$250.00

Third Violation: \$1,000.00

Fourth and subsequent Violations shall be fined \$1,000.00 per Violation per day and shall be turned over to the District's Attorney for legal action, including but not limited, the recording of a Statement of Lien against the Lot.

Grease and Waste Control Policy for Food Preparation Facilities: Mr. Pogue presented the Grease and Waste Control Policy for Food Preparation Facilities and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director Kirkbride and, upon vote, unanimously carried, it was

RESOLVED to approve the Grease and Waste Control Policy for Food Preparation Facilities as amended to update the monthly operations and maintenance fee to \$950.00 and to also specify what types of waste products are specified such as rags/cleaning cloths.

Advance and Reimbursement Agreement with Centerra Commercial, LLC, and in connection therewith, Issuance of Subordinate Promissory Note to secure Reimbursement of Capital Advances: Mr. Pogue presented the Advance and Reimbursement Agreement with Centerra Commercial, LLC, and in connection therewith, Issuance of Subordinate Promissory Note to secure Reimbursement of Capital Advances and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the Advance and Reimbursement Agreement with Centerra Commercial, LLC, and in connection therewith, Issuance of Subordinate Promissory Note to secure Reimbursement of Capital Advances

RECORD OF PROCEEDINGS

Work Order with MRES for Filing 3 Improvements: Mr. Pogue presented the Work Order with MRES for Filing 3 Improvements and answered questions. Following review and discussion, it was

RESOLVED to continue table this item until the next regularly scheduled Board Meeting.

DISTRICT
MANAGER ITEMS

There were no District Manager Items to bring before the Board.

OTHER MATTERS

Director Kane noted he would like to reduce the number of attendees at the Board meetings, if possible.

ADJOURNMENT

Upon motion duly made by Director DePeder, seconded by Director Kane and, upon vote, the meeting was adjourned at 9:03 a.m.

Respectfully submitted

Kieyesia Conaway
Recording Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED SPECIAL MEETING OF JOHNSTOWN NORTH METROPOLITAN DISTRICT NOS. 1-3

HELD
November 11, 2022

The Boards of Directors of the Johnstown North Metropolitan District Nos. 1-3 held a special meeting, open to the public, via MS Teams at 9:00 a.m., Friday, November 11, 2022.

ATTENDANCE

Directors in Attendance: (Via Teleconference)

Kim Perry, President & Chairperson
Abby Kirkbride, Vice President/Assistant Secretary
Josh Kane, Treasurer/Secretary
Sam Salazar, Assistant Secretary/Assistant Treasurer
Tim DePeder, Assistant Secretary/Assistant Treasurer

Also, in Attendance Were: (Via Teleconference)

Alan Pogue; Icenogle Seaver Pogue, P.C.
Jim Niemczyk, Mike McBride, and Samantha Romero; McWhinney
Andrew Kunkel, Irene Buenavista; Pinnacle Consulting Group, Inc.

CALL TO ORDER

The meeting was called to order at 9:04 a.m. by Director Perry, President of the Boards, noting that a quorum was present. The Directors in attendance confirmed their qualifications to serve.

COMBINED
MEETING

The Districts are meeting in a combined Board meeting. Unless otherwise noted, the matters set forth below shall be deemed to be the actions of the Johnstown North Metropolitan District No. 1, with concurrence by the Johnstown North Metropolitan District Nos. 2 and 3.

CONFLICT OF
INTEREST
DISCLOSURE

Mr. Pogue noted that notices of potential conflicts of interest for all Board Members were filed with the Colorado Secretary of State at least 72 hours in advance of the meeting, disclosing that potential conflicts of interest may exist, as all Board Members are employees of McWhinney Real Estate Services, Inc. which is associated with the primary landowner and developer of land within the District. Mr. Pogue advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the

RECORD OF PROCEEDINGS

contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPROVAL OF
AGENDA

The Boards considered the agenda. Upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, it was unanimously

RESOLVED to approve the agenda, as presented.

PUBLIC
COMMENT

There were no members of the public present.

CAPITAL
INFRASTRUCTURE
ITEMS

MRES Project Management Fee for Iron Horse Filing 2 Lot 1 Amended:
Mr. McBride discussed the MRES Project Management Fee with the Boards and answered questions. Following review and discussion, upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, it was

RESOLVED to approve the MRES Project Management Fee in the amount of \$14,146.00.

ADJOURNMENT

Upon motion duly made by Director Kane, seconded by Director DePeder and, upon vote, the meeting was adjourned at 9:07 a.m.

Respectfully submitted

Kieyesia Conaway
Recording Secretary for the Meeting

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	AC H	11/15/2022	Century Link	1-11010 · Cash- FirstBank	
Bill	333288285	10/31/2022		1-51400 · Utilities	59.01
TOTAL					59.01
Bill Pmt -Check	ACH	11/09/2022	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	800811265	10/31/2022		1-51400 · Utilities	54.12
TOTAL					54.12
Bill Pmt -Check	AutoPay	04/15/2023	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	821263417	03/24/2023		1-51400 · Utilities	73.40
TOTAL					73.40
Bill Pmt -Check	Bill.com	10/26/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23152	08/31/2022		3-55203 · Project Administration	1,540.00
TOTAL					1,540.00
Bill Pmt -Check	Bill.com	10/26/2022	Wilson & Company, Inc Engineers & Archite	1072 · Bill.com Money Out Clearing	
Bill	109026	08/31/2022		3-55204 · Engineering	16,655.00
TOTAL					16,655.00
Bill Pmt -Check	Bill.com	10/26/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23153	08/31/2022		3-55303 · Project Administration	1,120.00
TOTAL					1,120.00
Bill Pmt -Check	Bill.com	10/26/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23151	08/31/2022		3-51040 · District Management, Cap	1,400.00
TOTAL					1,400.00
Bill Pmt -Check	Bill.com	10/26/2022	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	338825	07/31/2022		3-55202 · Project Management	5,635.00
TOTAL					5,635.00
Bill Pmt -Check	Bill.com	10/27/2022	Foothills Landscape Maintenance, LLC	1072 · Bill.com Money Out Clearing	
Bill	63547	09/30/2022		1-52301 · Mowing and Weed Control	1,820.00
TOTAL					1,820.00
Bill Pmt -Check	Bill.com	10/27/2022	2534 Master Water Account	1072 · Bill.com Money Out Clearing	
Bill	092022	09/30/2022		1-51400 · Utilities	1,000.00
TOTAL					1,000.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

	Type	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	10/27/2022	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
	Bill	344662	08/31/2022		3-55202 · Project Management	5,635.00
TOTAL						5,635.00
	Bill Pmt -Check	Bill.com	10/27/2022	Russell + Mills Studios	1072 · Bill.com Money Out Clearing	
	Bill	0822005	08/31/2022		3-55304 · Engineering	1,100.00
TOTAL						1,100.00
	Bill Pmt -Check	Bill.com	10/27/2022	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
	Bill	88929	09/30/2022		1-52101 · Manicured Landscaping O&M	451.58
TOTAL						451.58
	Bill Pmt -Check	Bill.com	10/27/2022	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
	Bill	344613	08/31/2022		3-51065 · Planning/Engineering Management	712.50
TOTAL						712.50
	Bill Pmt -Check	Bill.com	10/27/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23376	09/30/2022		1-51040 · District Management	1,863.33
					1-51000 · Accounting	2,350.82
					1-51120 · Office Dues & Other	14.21
					1-51070 · Facilities Management	866.66
TOTAL						5,095.02
	Bill Pmt -Check	Bill.com	10/27/2022	Ramey Environmental Compliance Inc.	1072 · Bill.com Money Out Clearing	
	Bill	24462	09/30/2022		1-52503 · Sanitary Sewer Facility O&M	11,781.85
TOTAL						11,781.85
	Bill Pmt -Check	Bill.com	10/27/2022	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
	Bill	88045	09/30/2022		1-52904 · Irrigation Repair & Upgrade	2,227.75
TOTAL						2,227.75
	Bill Pmt -Check	Bill.com	10/27/2022	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
	Bill	22347	09/30/2022		1-51110 · Legal	4,787.05
TOTAL						4,787.05
	Bill Pmt -Check	Bill.com	11/21/2022	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
	Bill	350340	09/30/2022		3-55202 · Project Management	5,635.00
TOTAL						5,635.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

	Type	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	11/21/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23303	09/30/2022		3-51040 · District Management, Cap	1,015.00
TOTAL						1,015.00
	Bill Pmt -Check	Bill.com	11/21/2022	LandOne Engineering, LLC	1072 · Bill.com Money Out Clearing	
	Bill	2004	09/30/2022		3-51060 · Engineering - Cap	720.00
TOTAL						720.00
	Bill Pmt -Check	Bill.com	11/21/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23304	09/30/2022		3-55203 · Project Administration	3,780.00
TOTAL						3,780.00
	Bill Pmt -Check	Bill.com	11/29/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23525	10/31/2022		1-51040 · District Management	1,863.33
					1-51000 · Accounting	2,350.82
					1-51120 · Office Dues & Other	33.24
					1-51070 · Facilities Management	866.66
TOTAL						5,114.05
	Bill Pmt -Check	Bill.com	11/29/2022	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
	Bill	89177	10/31/2022		1-52101 · Manicured Landscaping O&M	451.58
TOTAL						451.58
	Bill Pmt -Check	Bill.com	11/29/2022	2534 Master Water Account	1072 · Bill.com Money Out Clearing	
	Bill	111122	10/31/2022		1-51400 · Utilities	336.06
TOTAL						336.06
	Bill Pmt -Check	Bill.com	11/29/2022	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
	Bill	22449	10/31/2022		1-51110 · Legal	11,574.50
TOTAL						11,574.50
	Bill Pmt -Check	Bill.com	12/27/2022	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
	Bill	22683	11/30/2022		1-51110 · Legal	3,589.53
					1-51050 · Elections	4.10
TOTAL						3,593.63
	Bill Pmt -Check	Bill.com	12/27/2022	Colorado Special Districts P & L Pool	1072 · Bill.com Money Out Clearing	
	Bill	23PL-60715-2922	12/13/2022		1-12000 · Prepaid Expenses	4,479.00
TOTAL						4,479.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	12/27/2022	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23676	11/30/2022		1-51040 · District Management	1,863.34
				1-51000 · Accounting	2,350.86
				1-51120 · Office Dues & Other	14.78
				1-51070 · Facilities Management	866.68
TOTAL					<u>5,095.66</u>
Bill Pmt -Check	Bill.com	12/27/2022	2534 Master Water Account	1072 · Bill.com Money Out Clearing	
Bill	112122	10/31/2022		1-51400 · Utilities	336.06
TOTAL					<u>336.06</u>
Bill Pmt -Check	Bill.com	12/27/2022	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	90374	11/30/2022		1-52201 · Snow Removal	150.00
TOTAL					<u>150.00</u>
Bill Pmt -Check	Bill.com	12/27/2022	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	90097	11/30/2022		1-52101 · Manicured Landscaping O&M	451.58
TOTAL					<u>451.58</u>
Bill Pmt -Check	Bill.com	12/27/2022	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	90811	11/30/2022		1-52201 · Snow Removal	430.76
TOTAL					<u>430.76</u>
Bill Pmt -Check	Bill.com	01/25/2023	Xcel Energy	1072 · Bill.com Money Out Clearing	
Bill	800756934	10/31/2022		3-55201 · Project Direct	8,422.15
TOTAL					<u>8,422.15</u>
Bill Pmt -Check	Bill.com	01/27/2023	Special Districts Association of Colorado	1072 · Bill.com Money Out Clearing	
Bill	2023 Membership 2	12/31/2022		1-51120 · Office Dues & Other	615.06
TOTAL					<u>615.06</u>
Bill Pmt -Check	Bill.com	01/27/2023	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
Bill	22831	12/31/2022		1-51110 · Legal	437.50
				1-51050 · Elections	42.40
TOTAL					<u>479.90</u>
Bill Pmt -Check	Bill.com	01/27/2023	Johnstown Breeze	1072 · Bill.com Money Out Clearing	
Bill	113022	11/30/2022		1-51120 · Office Dues & Other	264.60
TOTAL					<u>264.60</u>

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	01/27/2023	Ramey Environmental Compliance Inc.	1072 · Bill.com Money Out Clearing	
Bill	24869	11/30/2022		1-52503 · Sanitary Sewer Facility O&M	1,534.50
TOTAL					<u>1,534.50</u>
Bill Pmt -Check	Bill.com	01/27/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23866	12/31/2022		1-51040 · District Management	1,863.33
				1-51000 · Accounting	2,350.82
				1-51120 · Office Dues & Other	6.25
				1-51070 · Facilities Management	866.66
TOTAL					<u>5,087.06</u>
Bill Pmt -Check	Bill.com	01/27/2023	SWPPP Colorado, LLC	1072 · Bill.com Money Out Clearing	
Bill	6542	12/31/2022		1-52403 · Storm Structure Maintenance	500.00
TOTAL					<u>500.00</u>
Bill Pmt -Check	Bill.com	01/27/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	92044	12/31/2022		1-52201 · Snow Removal	215.09
TOTAL					<u>215.09</u>
Bill Pmt -Check	Bill.com	01/27/2023	Special Districts Association of Colorado	1072 · Bill.com Money Out Clearing	
Bill	2023 Membership 3	12/31/2022		1-51120 · Office Dues & Other	225.43
TOTAL					<u>225.43</u>
Bill Pmt -Check	Bill.com	01/27/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	91175	12/31/2022		1-52101 · Manicured Landscaping O&M	451.58
TOTAL					<u>451.58</u>
Bill Pmt -Check	Bill.com	01/27/2023	Special Districts Association of Colorado	1072 · Bill.com Money Out Clearing	
Bill	2023 Membership1	12/31/2022		1-51120 · Office Dues & Other	996.96
TOTAL					<u>996.96</u>
Bill Pmt -Check	Bill.com	01/27/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	91687	12/31/2022		1-52201 · Snow Removal	215.09
TOTAL					<u>215.09</u>
Bill Pmt -Check	Bill.com	01/27/2023	OmniSite	1072 · Bill.com Money Out Clearing	
Bill	87657	12/31/2022		1-52503 · Sanitary Sewer Facility O&M	152.00
TOTAL					<u>152.00</u>

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

	Type	Num	Date	Name	Account	Paid Amount
	Bill Pmt -Check	Bill.com	01/30/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23457	10/31/2022		3-51040 · District Management, Cap	1,820.00
TOTAL						1,820.00
	Bill Pmt -Check	Bill.com	01/30/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23455	11/09/2022		3-55403 · Project Administration	3,045.00
TOTAL						3,045.00
	Bill Pmt -Check	Bill.com	01/30/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23458	10/31/2022		3-55203 · Project Administration	3,045.00
TOTAL						3,045.00
	Bill Pmt -Check	Bill.com	01/31/2023	Russell + Mills Studios	1072 · Bill.com Money Out Clearing	
	Bill	0422002	03/31/2022		3-55304 · Engineering	2,000.00
TOTAL						2,000.00
	Bill Pmt -Check	Bill.com	01/31/2023	Wilson & Company, Inc Engineers & Archite	1072 · Bill.com Money Out Clearing	
	Bill	110714	10/31/2022		3-55204 · Engineering	12,356.00
TOTAL						12,356.00
	Bill Pmt -Check	Bill.com	01/31/2023	Johnstown Breeze	1072 · Bill.com Money Out Clearing	
	Bill	103022	09/30/2022		3-55205 · Permit, Fees, and Other	172.80
TOTAL						172.80
	Bill Pmt -Check	Bill.com	01/31/2023	Wilson & Company, Inc Engineers & Archite	1072 · Bill.com Money Out Clearing	
	Bill	111473	11/30/2022		3-55204 · Engineering	6,564.00
TOTAL						6,564.00
	Bill Pmt -Check	Bill.com	01/31/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
	Bill	360179	11/30/2022		3-55402 · Project Management	1,460.00
TOTAL						1,460.00
	Bill Pmt -Check	Bill.com	01/31/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
	Bill	357862	11/30/2022		3-51065 · Planning/Engineering Management	475.00
TOTAL						475.00
	Bill Pmt -Check	Bill.com	01/31/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
	Bill	23607	11/30/2022		3-55403 · Project Administration	2,240.00
TOTAL						2,240.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	01/31/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	364884	12/31/2022		3-51065 · Planning/Engineering Management	157.25
TOTAL					157.25
Bill Pmt -Check	Bill.com	01/31/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	360182	11/30/2022		3-51065 · Planning/Engineering Management	945.50
TOTAL					945.50
Bill Pmt -Check	Bill.com	01/31/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	364865	12/31/2022		3-55402 · Project Management	1,460.00
TOTAL					1,460.00
Bill Pmt -Check	Bill.com	02/02/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23778	12/31/2022		3-55303 · Project Administration	910.00
TOTAL					910.00
Bill Pmt -Check	Bill.com	02/02/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23777	12/31/2022		3-55203 · Project Administration	1,400.00
TOTAL					1,400.00
Bill Pmt -Check	Bill.com	02/02/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23775	12/31/2022		3-55403 · Project Administration	1,645.00
TOTAL					1,645.00
Bill Pmt -Check	Bill.com	02/02/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23776	12/31/2022		3-51040 · District Management, Cap	1,085.00
TOTAL					1,085.00
Bill Pmt -Check	Bill.com	02/27/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	92237	01/05/2023		1-52101 · Manicured Landscaping O&M	571.00
TOTAL					571.00
Bill Pmt -Check	Bill.com	02/27/2023	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
Bill	22988	01/31/2023		1-51110 · Legal	1,319.00
				1-51050 · Elections	152.00
TOTAL					1,471.00
Bill Pmt -Check	Bill.com	02/27/2023	Ramey Environmental Compliance Inc.	1072 · Bill.com Money Out Clearing	
Bill	25168	01/31/2023		1-52503 · Sanitary Sewer Facility O&M	700.00
TOTAL					700.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	02/27/2023	Ramey Environmental Compliance Inc.	1072 · Bill.com Money Out Clearing	
Bill	25071	01/07/2023		1-52503 · Sanitary Sewer Facility O&M	631.25
TOTAL					631.25
Bill Pmt -Check	Bill.com	02/27/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	24009	01/31/2023		1-51040 · District Management	2,166.66
				1-51070 · Facilities Management	958.33
				1-51000 · Accounting	3,124.99
				1-51120 · Office Dues & Other	22.58
TOTAL					6,272.56
Bill Pmt -Check	Bill.com	02/27/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	92576	01/24/2023		1-52201 · Snow Removal	242.72
TOTAL					242.72
Bill Pmt -Check	Bill.com	02/27/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	92860	01/31/2023		1-52201 · Snow Removal	242.72
TOTAL					242.72
Bill Pmt -Check	Bill.com	04/05/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	374233	01/31/2023		3-51065 · Planning/Engineering Management	191.00
TOTAL					191.00
Bill Pmt -Check	Bill.com	04/05/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	24157	02/28/2023		1-51040 · District Management	2,166.68
				1-51070 · Facilities Management	958.34
				1-51000 · Accounting	3,125.02
				1-51120 · Office Dues & Other	110.15
TOTAL					6,360.19
Bill Pmt -Check	Bill.com	04/05/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	374239	02/28/2023		3-51065 · Planning/Engineering Management	484.50
TOTAL					484.50
Bill Pmt -Check	Bill.com	04/05/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	24094	02/28/2023		3-55303 · Project Administration	1,237.50
TOTAL					1,237.50
Bill Pmt -Check	Bill.com	04/05/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	93826	02/28/2023		1-52201 · Snow Removal	215.09
TOTAL					215.09

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/05/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	93104	02/01/2023		1-52101 · Manicured Landscaping O&M	571.00
TOTAL					571.00
Bill Pmt -Check	Bill.com	04/05/2023	Davinci Sign Systems Inc	1072 · Bill.com Money Out Clearing	
Bill	16501	11/30/2022		3-55301 · Project Direct	47,008.65
TOTAL					47,008.65
Bill Pmt -Check	Bill.com	04/05/2023	Wilson & Company, Inc Engineers & Archite	1072 · Bill.com Money Out Clearing	
Bill	113271	01/31/2023		3-55204 · Engineering	1,160.00
TOTAL					1,160.00
Bill Pmt -Check	Bill.com	04/05/2023	Gerrard Excavating, Inc.	1072 · Bill.com Money Out Clearing	
Bill	App 1	01/31/2023		3-55401 · Project - Direct	59,848.10
TOTAL					59,848.10
Bill Pmt -Check	Bill.com	04/05/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23951	01/31/2023		3-55403 · Project Administration	1,085.00
TOTAL					1,085.00
Bill Pmt -Check	Bill.com	04/05/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	374255	02/28/2023		3-55402 · Project Management	1,460.00
TOTAL					1,460.00
Bill Pmt -Check	Bill.com	04/05/2023	Gerrard Excavating, Inc.	1072 · Bill.com Money Out Clearing	
Bill	App 2	02/28/2023		3-55401 · Project - Direct	112,640.16
TOTAL					112,640.16
Bill Pmt -Check	Bill.com	04/05/2023	McWhinney Real Estate Services, Inc	1072 · Bill.com Money Out Clearing	
Bill	369581	01/31/2023		3-55402 · Project Management	1,460.00
TOTAL					1,460.00
Bill Pmt -Check	Bill.com	04/05/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	23950	01/31/2023		3-51040 · District Management, Cap	1,087.50
TOTAL					1,087.50
Bill Pmt -Check	Bill.com	04/05/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	24093	02/28/2023		3-55403 · Project Administration	350.00
TOTAL					350.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	Bill.com	04/05/2023	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
Bill	23172	02/28/2023		1-51110 · Legal	700.00
				1-51050 · Elections	228.00
TOTAL					<u>928.00</u>
Bill Pmt -Check	Bill.com	04/26/2023	Pinnacle Consulting Group, Inc.	1072 · Bill.com Money Out Clearing	
Bill	24296	03/31/2023		1-51040 · District Management	2,166.66
				1-51070 · Facilities Management	958.33
				1-51000 · Accounting	3,124.99
				1-51120 · Office Dues & Other	113.70
TOTAL					<u>6,363.68</u>
Bill Pmt -Check	Bill.com	04/26/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	94104	03/02/2023		1-52101 · Manicured Landscaping O&M	571.00
TOTAL					<u>571.00</u>
Bill Pmt -Check	Bill.com	04/26/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	94559	03/29/2023		1-52201 · Snow Removal	242.72
TOTAL					<u>242.72</u>
Bill Pmt -Check	Bill.com	04/26/2023	GreenEarth Midwest, LLC	1072 · Bill.com Money Out Clearing	
Bill	94370	03/24/2023		1-52201 · Snow Removal	150.00
TOTAL					<u>150.00</u>
Bill Pmt -Check	Bill.com	04/26/2023	Ramey Environmental Compliance Inc.	1072 · Bill.com Money Out Clearing	
Bill	25343	03/06/2023		1-52503 · Sanitary Sewer Facility O&M	700.00
TOTAL					<u>700.00</u>
Bill Pmt -Check	Bill.com	04/26/2023	SWPPP Colorado, LLC	1072 · Bill.com Money Out Clearing	
Bill	6578	03/14/2023		1-52403 · Storm Structure Maintenance	72.10
TOTAL					<u>72.10</u>
Bill Pmt -Check	Bill.com	04/26/2023	Icenogle Seaver Pogue, P.C	1072 · Bill.com Money Out Clearing	
Bill	23252	03/31/2023		1-51110 · Legal	1,176.00
				1-51050 · Elections	228.00
TOTAL					<u>1,404.00</u>
Bill Pmt -Check	N/A	10/20/2022	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	796888943	09/30/2022		1-51400 · Utilities	89.78
TOTAL					<u>89.78</u>

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	N/A	10/26/2022	Century Link	1-11010 · Cash- FirstBank	
Bill	14583405029 09.22	09/30/2022		1-51400 · Utilities	59.42
TOTAL					<u>59.42</u>

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	N/A	12/22/2022	Century Link	1-11010 · Cash- FirstBank	
Bill	14594902010	11/30/2022		1-51400 · Utilities	59.01
TOTAL					59.01
Bill Pmt -Check	N/A	12/22/2022	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	804970588	11/30/2022		1-51400 · Utilities	49.09
TOTAL					49.09
Bill Pmt -Check	N/A	01/27/2023	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	809492636	12/31/2022		1-51400 · Utilities	72.12
TOTAL					72.12
Bill Pmt -Check	N/A	01/27/2023	Century Link	1-11010 · Cash- FirstBank	
Bill	14600497024	12/31/2022		1-51400 · Utilities	59.01
TOTAL					59.01
Bill Pmt -Check	N/A	02/26/2023	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	813206003	01/24/2023		1-51400 · Utilities	40.73
TOTAL					40.73
Bill Pmt -Check	N/A	02/27/2023	Century Link	1-11010 · Cash- FirstBank	
Bill	333288285 01.2023	01/22/2023		1-51400 · Utilities	62.20
TOTAL					62.20
Bill Pmt -Check	N/A	02/28/2023	Bill.com	1-11010 · Cash- FirstBank	
Bill	23028234360	01/05/2023		1-51120 · Office Dues & Other	146.70
TOTAL					146.70
Bill Pmt -Check	N/A	03/16/2023	Bill.com	1-11010 · Cash- FirstBank	
Bill	23038598923	02/05/2023		1-51120 · Office Dues & Other	98.43
TOTAL					98.43
Bill Pmt -Check	N/A	03/16/2023	Xcel Energy	1-11010 · Cash- FirstBank	
Bill	817213211	02/23/2023		1-51400 · Utilities	62.09
TOTAL					62.09
Bill Pmt -Check	N/A	04/26/2023	Bill.com	1-11010 · Cash- FirstBank	
Bill	23048959107	03/05/2023		1-51120 · Office Dues & Other	89.00
TOTAL					89.00

Johnstown North Metropolitan District No. 1

Check Listing Detail

October 20, 2022 through April 30, 2023

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	2013	01/11/2023	Town of Johnstown	1-11010 · Cash- FirstBank	
Bill	3025	01/06/2023		3-55405 · Permit, Fees, and Other	4,231.22
TOTAL					<u>4,231.22</u>
Bill Pmt -Check	2014	03/21/2023	Town of Johnstown	1-11010 · Cash- FirstBank	
Bill	3267	03/14/2023		3-55205 · Permit, Fees, and Other	50,422.90
TOTAL					<u>50,422.90</u>
				Total	<u><u>475,513.27</u></u>



Management Financial Statements

BOARD OF DIRECTORS
JOHNSTOWN NORTH METROPOLITAN DISTRICT NOS. 1-3

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2021 and December 31, 2022. We have also prepared the accompanying 2023 adopted budgets of revenues, expenditures and funds available prepared on the modified accrual basis.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed, or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the financial position and results of operations.

A handwritten signature in blue ink, appearing to be "R. Smith", is written over a horizontal line.

Pinnacle Consulting Group, Inc.
April 12, 2023

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 1		
BALANCE SHEET		
	Audited	Unaudited
	Actual	Actual
	12/31/2021	12/31/2022
Assets		
Current Assets		
Cash, Checking	\$ 290,637	\$ 291,401
Cash, Loan Payment Fund	119,612	-
Cash, Loan Reserve Fund	105,000	-
Cash, Project Fund	254,891	-
Accounts Receivable	3,245	21,079
Service Fee Receivable	2,037	2,102
Receivable from District 2	-	101,477
Prepaid Insurance	9,804	9,966
Total Current Assets	\$ 785,226	\$ 426,026
Long-Term Assets		
Parks & Recreation	\$ 438,416	\$ 438,416
Non-Potable Improvements	32,402	32,402
Construction in Progress	808,586	1,148,186
Sanitary Sewer/Storm Sewer	24,134	24,134
Less: Accumulated Depreciation	(193,436)	(210,739)
Total Long-Term Assets	\$ 1,110,102	\$ 1,432,399
Total Assets	\$ 1,895,328	\$ 1,858,425
Liabilities		
Current Liabilities		
Accounts Payable	\$ 32,812	\$ 107,080
Payroll Liabilities	162	306
Retainage Payable	-	2,163
Total Current Liabilities	\$ 32,974	\$ 109,549
Long-Term Liabilities		
Capital Note Payable	\$ 3,641,138	\$ 641,138
Capital Note Interest Payable	2,780,245	2,988,547
Loan Payable	2,790,000	-
Total Long-Term Debt	\$ 9,211,383	\$ 3,629,685
Total Liabilities	\$ 9,244,357	\$ 3,739,234
Fund Equity		
Net Investment in Fixed Assets	\$ (8,101,281)	\$ (2,197,286)
Fund Balance		
Restricted	474,516	474,830
Unspendable	9,804	9,966
Unassigned	267,932	(168,319)
Total Fund Equity	\$ (7,349,029)	\$ (1,880,809)
Total Liabilities and Fund Equity	\$ 1,895,328	\$ 1,858,425
	=	=

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 1					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Amended	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Service Fees District #2	\$ 183,474	\$ 178,205	\$ 178,592	\$ 387	\$ 149,172
Service Fees District #3	79	89	-	(89)	147
Reimbursements	6,195	-	-	-	-
Pump Maintenance Fees	-	-	-	-	9,600
Interest and Other	-	1,433	20,586	19,153	1,250
Utility Income	2,163	1,158	3,198	2,040	1,230
Total Revenues	\$ 191,911	\$ 180,885	\$ 202,376	\$ 21,491	\$ 161,399
Expenditures					
Operations & Maintenance:					
Landscape Maintenance	\$ 4,995	\$ 6,669	\$ 5,543	\$ (1,126)	\$ 9,652
Hardscape Maintenance	683	2,050	1,980	(70)	2,500
Public Land Maintenance	4,245	7,000	8,747	1,747	7,500
Storm Water Facility Maintenance	1,260	6,665	6,530	(135)	3,750
Sewer Facility Maintenance	7,747	19,000	19,236	236	8,600
Misc Services	-	200	61	(139)	200
Repairs and Replacements	1,754	2,200	2,557	357	3,200
Non-pot System	1,681	900	-	(900)	954
Utilities	978	1,200	5,170	3,970	1,250
Facilities Management	9,600	12,067	12,067	-	11,500
Administration:					
Accounting	22,320	28,210	28,210	-	35,500
Audit	5,500	-	-	-	12,000
District Management	18,240	20,693	20,693	-	28,000
District Engineer	-	1,650	-	(1,650)	1,650
Director's Fees	2,099	2,000	3,134	1,134	2,500
Elections	-	1,501	1,548	47	1,500
Insurance	9,795	9,557	9,557	-	10,700
Legal	27,069	20,000	38,058	18,058	22,000
Office, Dues and Other	2,783	4,000	6,302	2,302	5,093
Contingency	-	-	-	-	10,000
Total Expenditures	\$ 120,749	\$ 145,562	\$ 169,392	\$ 23,830	\$ 178,049
Revenues over/(under) Expenditures	\$ 71,162	\$ 35,323	\$ 32,984	\$ (2,339)	\$ (16,650)
Beginning Fund Balance	\$ 212,331	\$ 286,501	\$ 283,493	\$ (3,008)	\$ 337,207
Ending Fund Balance	\$ 283,493	\$ 321,824	\$ 316,477	\$ (5,347)	\$ 320,557
				=	
COMPONENTS OF ENDING FUND BALANCE:					
Emergency Reserve (3% of Revenues)	\$ 5,757	\$ 5,757	\$ 4,850		\$ 4,850
Operating Reserve (25% of Expenses)	30,187	36,391	43,382		44,512
Repairs & Replacement Reserve	40,145	40,403	43,343		43,619
Pump Repairs and Maintenance Reserve	-	-	-		1,000
Unrestricted	207,404	239,273	224,902		226,576
TOTAL ENDING FUND BALANCE	\$ 283,493	\$ 321,824	\$ 316,477		\$ 320,557
Mill Levy					
Operating	0.000	0.000	0.000		0.000
Debt Service	0.000	0.000	0.000		0.000
Total Mill Levy	0.000	0.000	0.000		0.000
Assessed Value	\$ 29	\$ 29	\$ 29		\$ 27
Property Tax Revenue					
Operating	-	-	-		-
Debt Service	-	-	-		-
Total Property Tax Revenue	\$ -	\$ -	\$ -		\$ -

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 1					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
CAPITAL PROJECTS FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Capital Advances	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000
Reimbursements	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000
Expenditures					
District Engineering	\$ 1,436	\$ 5,000	\$ 720	\$ (4,280)	\$ 5,000
District Management	7,150	20,000	12,005	(7,995)	20,000
Planning/Engineering Management	-	25,000	3,193	(21,808)	25,000
Iron Horse Filing 2 Lot 1 Amend	5,345	50,000	159,483	109,483	7,336
Iron Horse Filing 3	89,715	2,118,451	114,875	(2,003,576)	1,250,000
Monumentation	5,073	75,000	65,242	(9,758)	12,000
Iron Horse Filing 2, Lot 1	-	75,000	-	(75,000)	-
Iron Horse Filing 2, Lot 2	-	20,000	-	(20,000)	-
Capital Advances Repayment	-	-	3,000,000	3,000,000	-
Total Capital Expenditures	\$ 108,719	\$ 2,388,451	\$ 3,355,517	\$ 967,066	\$ 1,319,336
Revenues over/(under) Expend	\$ (108,719)	\$ (2,388,451)	\$ (3,355,517)	\$ (967,066)	\$ (69,336)
Other Sources/(Uses) of Funds:					
Loan Proceeds	\$ -	\$ 1,542,178	\$ -	\$ (1,542,178)	\$ -
Bond Proceeds	-	10,345,000	-	(10,345,000)	-
Cost of Issuance	-	(672,600)	-	672,600	-
Transfer to Debt Service Fund	-	(6,434,105)	-	6,434,105	-
Transfer from District 2	-	-	3,112,872	3,112,872	4,584
Net Other Sources/(Uses) of Funds	\$ -	\$ 4,780,473	\$ 3,112,872	\$ (1,667,601)	\$ 4,584
Rev Over/(Under) Exp after Other	\$ (108,719)	\$ 2,392,022	\$ (242,645)	\$ (2,634,667)	\$ (64,752)
Beginning Fund Balance	\$ 351,364	\$ 78,447	\$ 242,645	\$ 164,198	\$ 337,207
Ending Fund Balance	\$ 242,645	\$ 2,470,469	\$ -	\$ (2,470,469)	\$ 272,455
				=	

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 1					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
DEBT SERVICE FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Service Fees, District No. 2	\$ 242,496	\$ 233,305	\$ 250,509	\$ 17,204	\$ -
Service Fees, District No. 3	105	107	196	89	-
Interest & Other Income	-	5,000	2,682	(2,318)	-
Total Revenues	\$ 242,601	\$ 238,412	\$ 253,388	\$ 14,976	\$ -
Expenditures					
Loan Interest	\$ 103,411	\$ 99,511	\$ 93,930	\$ (5,581)	\$ -
Loan Principal	75,000	2,790,000	2,790,000	-	-
Bond Interest	-	219,375	-	(219,375)	-
Non-Use Fee	8,872	1,181	3,670	2,489	-
Loan Refunding	-	1,545,000	-	(1,545,000)	-
Paying Agent Fees	2,000	11,000	2,200	(8,800)	-
Contingency	-	5,000	-	(5,000)	-
Total Expenditures	\$ 189,282	\$ 4,671,067	\$ 2,889,800	\$ (1,781,267)	\$ -
Other Sources/(Uses) of Funds:					
Transfer from District 2	\$ -	\$ 6,434,105	\$ 2,410,298	\$ (4,023,807)	\$ -
Net Other Sources/(Uses) of Funds	\$ -	\$ 6,434,105	\$ 2,410,298	\$ (4,023,807)	\$ -
Revenues over/(under) Expenditures	\$ 53,319	\$ 2,001,450	\$ (226,114)	\$ (2,227,564)	\$ -
Beginning Fund Balance	\$ 172,795	\$ 227,069	\$ 226,114	\$ (955)	\$ -
Ending Fund Balance	\$ 226,114	\$ 2,228,519	\$ -	\$ (2,228,519)	\$ -
				=	

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 2					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Property Taxes	\$ 173,740	\$ 169,721	\$ 170,851	\$ 1,130	\$ 142,068
Specific Ownership Taxes	13,208	11,880	11,138	(743)	9,945
Interest & Other	1	10,000	-	(10,000)	1,000
Total Revenues	\$ 186,948	\$ 191,601	\$ 181,989	\$ (9,612)	\$ 153,013
Expenditures					
Payment for Services to No. 1 - O&M	\$ 183,474	\$ 178,207	\$ 178,592	\$ 385	\$ 149,172
Treasurer's Fees	3,475	3,394	3,397	3	2,841
Contingency	-	10,000	-	(10,000)	1,000
Total Operating Expenditures	\$ 186,948	\$ 191,601	\$ 181,989	\$ (9,612)	\$ 153,013
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
				=	
Mill Levy					
Operating	10.768	10.405	10.405		8.000
Debt Service	14.232	14.595	14.595		17.000
Total Mill Levy	25.000	25.000	25.000		25.000
Assessed Value	\$ 16,134,830	\$ 16,311,497	\$ 16,311,497		\$ 17,758,483
Property Tax Revenue					
Operating	173,740	169,721	169,721		142,068
Debt Service	229,631	238,066	238,066		301,894
Total Property Tax Revenue	\$ 403,371	\$ 407,787	\$ 407,787		443,962

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 2					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
DEBT SERVICE FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Amended	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Transfer from Capital Fund	\$ -	\$ 1,102,756	\$ 1,102,705	\$ (50)	\$ -
Property Tax	229,631	238,066	239,651	1,585	301,894
Specific Ownership Taxes	17,457	16,665	15,623	(1,042)	21,133
Interest & Other	1	-	6,853	6,853	312
Total Revenues	\$ 247,089	\$ 1,357,487	\$ 1,364,832	\$ 7,345	\$ 323,338
Expenditures					
Bond Interest	\$ -	\$ 33,974	\$ 33,974	\$ -	\$ 421,750
Payment for Services to No. 1 - Debt	242,496	250,019	250,509	490	-
Transfer to District 1 - Capital	-	-	-	-	4,584
Treasurer's Fees	4,593	4,765	4,765	-	6,038
Trustee Fees	-	-	-	-	7,000
Total Expenditures	\$ 247,089	\$ 288,758	\$ 289,248	\$ 490	\$ 439,372
Revenues Over/(Under) Expenditures	\$ -	\$ 1,068,728	\$ 1,075,584	\$ 6,856	\$ (116,034)
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 1,068,729
Ending Fund Balance	\$ -	\$ 1,068,728	\$ 1,075,584	\$ 6,856	\$ 952,695
COMPONENTS OF ENDING FUND BALANCE:					
Capitalized Interest Fund	\$ -	\$ 482,435	\$ 482,435	\$ -	\$ 365,754
Debt Service Reserve	61,772	586,293	586,293	-	586,293
Bond Fund	-	-	6,856	6,856	648
TOTAL ENDING FUND BALANCE	\$ 61,772	\$ 1,068,728	\$ 1,075,584	\$ 6,856	\$ 952,695

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 2					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
CAPITAL PROJECTS FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Amended	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Bond Proceeds	\$ -	\$ 8,025,000	\$ 8,025,000	\$ -	\$ -
Interest & Other	-	-	5,735	5,735	-
Total Revenues	\$ -	\$ 8,025,000	\$ 8,030,735	\$ 5,735	\$ -
Expenditures					
Transfer to District #1 - Capital	\$ -	\$ 3,892,354	\$ 3,112,872	\$ (779,482)	\$ -
Transfer to District #1 - DS	-	2,416,713	2,410,298	(6,415)	-
Transfer to Debt Service Fund	-	1,102,705	1,102,705	-	-
Cost of Issuance	-	613,227	593,392	(19,836)	-
Total Expenditures	\$ -	\$ 8,025,000	\$ 7,219,267	\$ (805,733)	\$ -
Revenues over/(under) Expend	\$ -	\$ -	\$ 811,468	\$ 811,468	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ 811,468	\$ 811,468	\$ -

JOHNSTOWN NORTH METROPOLITAN DISTRICT NO. 3					
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS					
GENERAL FUND					
	(a)	(b)	(c)	(c-b)	(d)
	2021	2022	Actual	Variance	2023
	Unaudited	Adopted	Through	Through	Adopted
	Actual	Budget	12/31/22	12/31/22	Budget
Revenues					
Property Taxes	\$ 175	\$ 78	\$ 78	\$ -	\$ 140
Property Taxes DS	-	109	109	-	297
Specific Ownership Taxes	13	5	5	-	10
Specific Ownership Taxes DS		8	8	-	21
Interest & Other	-	100	-	(100)	100
Total Revenues	\$ 188	\$ 300	\$ 200	\$ (100)	\$ 568
Expenditures					
Payment for Services to No. 1 - O&M	\$ 79	\$ 89	\$ 82	\$ (7)	\$ 147
Payment for Services to No. 1 - Debt	105	107	114	7	-
Payment for Services to No. 2 - Debt	-	-	1	1	312
Treasurer's Fees	3	4	4	-	9
Contingency	-	100	-	(100)	100
Total Operating Expenditures	\$ 188	\$ 300	\$ 200	\$ (100)	\$ 568
Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
				=	
Mill Levy					
Operating	10.768	10.405	10.405		8.000
Debt Service	14.232	14.595	14.595		17.000
Total Mill Levy	25.000	25.000	25.000		25.000
Assessed Value	\$ 6,981	\$ 7,481	\$ 7,481		\$ 17,460
Property Tax Revenue					
Operating	75	78	78		140
Debt Service	99	109	109		297
Total Property Tax Revenue	\$ 175	\$ 187	\$ 187		437

Contract Modifications for Board Ratification

Johnstown North Metropolitan District No. 1

Johnstown North - Monument Sign (JNMD-MON)

<i>Contractor:</i> Davinci Sign Systems, Inc.	<i>Modification Date:</i> 2 /14/2023	<i>Modification Amount:</i> \$8,600.36	<i>Contract #:</i> Cnt-01264
<i>Modification Description:</i> Change Order #1	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 2 /16/2023	
<i>Modification Scope:</i> Addition of Solar Panel for Monument Sign.			<i>Contractor Signed Date:</i>

Johnstown North O&M (JNMD-OM)

<i>Contractor:</i> Affordable Pest Control	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$250.00	<i>Contract #:</i> Cnt-00583
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 12/27/2022	
<i>Modification Scope:</i> Pest Control Services			<i>Contractor Signed Date:</i> 12/27/2022

<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$1,000.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 12/20/2022	
<i>Modification Scope:</i> Snow Removal Services - January 2023-May 2023			<i>Contractor Signed Date:</i> 12/23/2022

<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$6,852.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-02	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 1 /11/2023	
<i>Modification Scope:</i> Landscape Maintenance Services			<i>Contractor Signed Date:</i>

<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$1,750.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-03	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 2 /17/2023	
<i>Modification Scope:</i> Irrigation Repair and Replacement Services			<i>Contractor Signed Date:</i> 2 /21/2023

Johnstown North Metropolitan District No. 1

<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$500.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-04	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 2 /17/2023
<i>Modification Scope:</i> Site Cleanup Services			<i>Contractor Signed Date:</i> 2 /21/2023
<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$1,000.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-05	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 2 /17/2023
<i>Modification Scope:</i> Tree and Plant Replacement Services			<i>Contractor Signed Date:</i> 2 /21/2023
<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$200.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-06	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 2 /17/2023
<i>Modification Scope:</i> Irrigation Locate Services			<i>Contractor Signed Date:</i> 2 /21/2023
<i>Contractor:</i> GreenEarth Midwest, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$450.00	<i>Contract #:</i> Cnt-01215
<i>Modification Description:</i> WO 2023-07	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 2 /17/2023
<i>Modification Scope:</i> Mulch Refresh Services			<i>Contractor Signed Date:</i> 2 /21/2023
<i>Contractor:</i> Ramey Environmental Compliance, Inc.	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$8,400.00	<i>Contract #:</i> Cnt-00762
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Lump Sum		<i>District Signed Date:</i> 1 /16/2023
<i>Modification Scope:</i> Lift Station Maintenance Services			<i>Contractor Signed Date:</i> 1 /16/2023
<i>Contractor:</i> SWPPP Colorado, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$1,250.00	<i>Contract #:</i> Cnt-00586
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Time & Materials		<i>District Signed Date:</i> 1 /26/2023
<i>Modification Scope:</i> Storm Structure Maintenance Services			<i>Contractor Signed Date:</i> 2 /6 /2023

Johnstown North Metropolitan District No. 1

<i>Contractor:</i> SWPPP Colorado, LLC	<i>Modification Date:</i> 1 /1 /2023	<i>Modification Amount:</i> \$7,500.00	<i>Contract #:</i> Cnt-00586
<i>Modification Description:</i> WO 2023-02	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 1 /26/2023	
<i>Modification Scope:</i> Right of Way and Field Mowing Services	<i>Contractor Signed Date:</i> 2 /6 /2023		

Johnstown North Iron Horse Filing 2 Lot 1 Amended (JOHNSTOWN NORTH - F2L1A)

<i>Contractor:</i> Gerrard Excavating, Inc.	<i>Modification Date:</i> 1 /26/2023	<i>Modification Amount:</i> \$4,856.09	<i>Contract #:</i> Cnt-01267
<i>Modification Description:</i> Change Order #1	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 2 /28/2023	
<i>Modification Scope:</i> Additional Materials due to Changes in the Construction Drawings.	<i>Contractor Signed Date:</i> 2 /28/2023		

**Johnstown North Metropolitan District
Capital Fund Summary - Detail
As of 4/24/2023**

	A	B	C	D	E	F	G	H
	Approved Project Budget	Approved Contract Amounts	Other Projected Costs	Estimated Projected Total (B+C)	Change in Estimated Project Total From Prior Report Incr/(Decr)	Projected Over/(Under) Project Budget (D-A)	Total Expenditures Thru 3/31/2023	Remaining Project Costs (D-G)
(1)								
General Capital								
District Planning/Engineering Management	25,000	25,000	0	25,000	0	0	676	24,325
District Management	20,000	20,000	0	20,000	0	0	2,325	17,675
District Engineering	5,000	780	4,220	5,000	0	0	0	5,000
	50,000	45,780	4,220	50,000	0	0	3,001	47,000
(2)								
Project: Iron Horse Filing 3								
Indirect Project Costs	389,617	364,796	24,821	389,617	0	0	261,446	128,171
Direct Project Costs	1,465,109	8,422	1,456,687	1,465,109	0	0	8,422	1,456,687
Contingency Fund	179,533	0	179,533	179,533	0	0	0	179,533
Warranty Fund	29,302	0	29,302	29,302	0	0	0	29,302
	2,063,561	373,218	1,690,343	2,063,561	0	0	269,868	1,793,693
(3)								
Project: Iron Horse Filing 2, Lot 1 Amended								
Indirect Project Costs	100,271	51,267	49,004	100,271	0	0	28,471	71,800
Direct Project Costs	196,801	201,657	0	201,657	4,856	4,856	189,498	12,160
Contingency Fund	28,292	0	23,436	23,436	(4,856)	(4,856)	0	23,436
Warranty Fund	3,936	0	3,936	3,936	0	0	0	3,936
	329,300	252,924	76,376	329,300	0	(0)	217,969	111,331
(4)								
Project: Monument Sign								
Indirect Project Costs	24,396	33,776	0	33,776	0	9,380	26,505	7,271
Direct Project Costs	100,000	89,527	0	89,527	8,600	(10,473)	47,009	42,518
Contingency Fund	6,220	0	6,220	6,220	0	0	0	6,220
Warranty Fund	2,000	0	2,000	2,000	0	0	0	2,000
	132,616	123,303	8,220	131,523	8,600	(1,093)	73,514	58,009
Grand Totals	2,575,477	795,225	1,779,158	2,574,384	8,600	(1,093)	564,351	2,010,033

Cash Funds Available*:	\$	808,730
Estimated Remaining Project Costs**:	\$	(2,010,033)
Required Funding***:	\$	(1,201,303)

* The cash balance of \$577,856 is available for contracting.
 ** Remaining costs include uncontracted costs of \$1,779,158.
 *** Funding of \$1,201,303 is expected from capital advances.

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

**NAME OF GOVERNMENT
ADDRESS**

Johnstown North Metropolitan District No. 3
C/O Pinnacle Consulting Group, Inc.
550 W Eisenhower Blvd
Loveland, CO 80537
Irene Buenavista
(970) 669-3611
ireneb@pcgi.com

**For the Year Ended
12/31/22
or fiscal year ended:**

**CONTACT PERSON
PHONE
EMAIL**

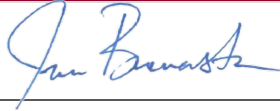
PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

**NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED**

Irene Buenavista
District Accountant
Pinnacle Consulting Group, Inc.
550 W Eisenhower Blvd
(970) 669-3611
3/1/2023

PREPARER (SIGNATURE REQUIRED)



Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

GOVERNMENTAL <small>(MODIFIED ACCRUAL BASIS)</small>	PROPRIETARY <small>(CASH OR BUDGETARY BASIS)</small>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 187	
2-2	Specific ownership	\$ 13	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22	Interest	\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 200	

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ 196	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):		
3-24	Treasurer Fees	\$ 2	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 198	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
	Outstanding at end of prior year*	Issued during year		
	Retired during year	Outstanding at year-end		
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Lease Liabilities	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 13,415,000.00 Date the debt was authorized: 11/2/2022	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ -	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? \$ -	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total Investments		\$ -
Total Cash and Investments		\$ -

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 6-1 Does the entity have capital assets? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain: | <input type="checkbox"/> | <input type="checkbox"/> |

Complete the following capital & right-to-use assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | Yes | No |
|--|--------------------------|-------------------------------------|
| 7-1 Does the entity have an "old hire" firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7-2 Does the entity have a volunteer firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? \$ -

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | |
| 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | |

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 300

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

10-1 Is this application for a newly formed governmental entity?

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

To provide for the planning, design, acquisition, construction, installation financing of the Public Improvements

10-4 Does the entity have an agreement with another government to provide services?

If yes: List the name of the other governmental entity and the services provided:

All services are provided by Vista Commons Metropolitan District No. 1.

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	14.595
General/Other mills	10.405
Total mills	25.000

Please use this space to provide any explanations or comments:

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below. Print Board Member's Name		A MAJORITY of the members of the governing body must complete and sign in the column below.
Board Member 1	Kim Perry	I <u>Kim Perry</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023 13:53:07 MDT</u> Date: _____ My term Expires: <u>May 2025</u> <small>DocuSigned by: Kim Perry B786C9D42F3647F...</small>
Board Member 2	Abby Kirkbride	I <u>Abby Kirkbride</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2023</u>
Board Member 3	Josh Kane	I <u>Josh Kane</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023 15:55:13 MDT</u> Date: _____ My term Expires: <u>May 2023</u> <small>DocuSigned by: Josh Kane FCDC7E37AA642A...</small>
Board Member 4	Sam Salazar	I <u>Sam Salazar</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023 12:59:31 MDT</u> Date: _____ My term Expires: <u>May 2025</u> <small>DocuSigned by: Sam Salazar 5597E4C10DF544D...</small>
Board Member 5	Tim DePeder	I <u>Tim DePeder</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023 13:02:37 MDT</u> Date: _____ My term Expires: <u>May 2023</u> <small>DocuSigned by: Tim DePeder 5E547B7DD87F45B...</small>
Board Member 6		I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 7		I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Iron Horse, Filing No. 3)**

This Subdivision Development and Improvement Agreement (this “Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality (the “Town”), **Centerra Commercial, LLC**, a Colorado limited liability company (together with its successors and assigns, “Developer”), and **Johnstown North Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (together with its successors and assigns, the “District”).

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Iron Horse, Filing No. 3; and

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

WHEREAS, the Town Council has approved, or intends to approve in substantially the same form as the Resolution (as defined herein), the Final Plat by passage of Resolution No. 2023_____, containing terms and conditions of approval of the Final Plat, which is attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

WHEREAS, the District may construct any of the Subdivision Improvements required in this Agreement, and may assume all or some obligations of the Developer, so long as such Subdivision Improvements are permitted by state law and the District service plan; and

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

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

1. DEFINITIONS

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

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

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

1.3 **“Code”** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **“Development”** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

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

1.6 **“District Improvements”** shall mean any improvements the District is authorized to finance, acquire, construct, install, own, operate, maintain, repair or replace, pursuant to state law and the District service plan. To the extent any of the **“Subdivision Improvements”** are also District Improvements, the District may construct the same consistent with the provisions of this Agreement.

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

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

1.9 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.10 “**Notice of Final Acceptance**” or “**Final Acceptance**” shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.11 “**Private Improvements**” shall mean, without limitation, the construction, installation and improvement privately owned and maintained common improvements comprised of stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

1.12 “**Public Improvements**” shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements are comprised of the improvements listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.13 “**Subdivision Improvements**” shall mean the Public Improvements, the Private Improvements and the District Improvements.

1.14 “**Town Manager**” shall include the Town Manager and such person’s authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

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

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. Except as expressly provided herein, the Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault

or negligence attributable to such design, construction and installation, except in the event of any negligence or willful misconduct by the Town, including without limitation, negligent designs which are required by the Town.

c. **Phasing of the Public Improvements.** Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property and approved by the Town in a written phasing plan (“Phasing Plan”); and (ii) the Phasing Plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town’s construction standards and specifications. The Phasing Plan shall set forth the timeline and requirements for construction acceptance, financial security and building permit eligibility of each phase. The Phasing Plan may only be modified upon written approval of the Town.

d. **Pre-Construction Meeting.** Subsequent to the Town’s approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town’s Public Works Department. Among other matters, as determined by the Town, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town’s construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the Public Improvements as shown on the Civil Engineering Construction Plans. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 *Construction of Public Improvements*

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

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice of construction and contact information for Developer to all property owners within a 600-foot radius of the construction limits indicated on the approved Civil Engineering Construction Plans. Prior to the commencement of the construction, Developer shall provide such contact list to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer to each affected home or business location.

2.3 **Engineer's Opinion of Cost and Construction Schedule:** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by delivering quarterly status reports setting forth the progress of the work, an estimated date of completion of Public Improvements and the anticipated cost of such Public Improvements.

2.4 **Testing:** Upon request by the Town, Developer shall employ, at its own expense, a qualified independent testing company, which testing company shall be subject to the Town's reasonable approval, to perform certain testing of materials or construction, as reasonably required by the Town. Developer shall furnish certified copies of test results to the Town, as applicable.

2.5 **Inspection:** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the approved Civil Engineering Construction Plans. Any material or work not conforming to the approved Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 **Completion of Construction:** Developer shall complete construction of the Public Improvements, as evidenced by the Town's issuance of the Notice of Construction Acceptance for such Public Improvements, no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. If the Town approved a Phasing Plan, construction of the Public Improvements of each applicable phase shall be completed pursuant to the timeline set forth in the Phasing Plan.

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 100% of the estimated cost of the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and reasonably approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements outside of the public right-of-way, an irrigation system, landscaping and soil amendments, fencing, entryway signage, street signs and posts, parks, open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. Except as expressly provided herein, the Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, except in the event of any negligence or willful misconduct by the Town, including without limitation, negligent designs which are required by the Town. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the approved Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape contractor. Certification of required landscaping and soil amendments as set forth in Section 3.1 above shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be those materials set forth in the Development Plan. Workmanship and materials shall be of good quality.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed, as evidenced by the Town's issuance of a notice of approval for such Private Improvements, no later than the date that the Public Improvements are completed, unless (i) such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension, or (ii) such completion date is otherwise set forth in a Phasing Plan. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town.

3.5 ***Replacement of Private Improvements:*** The Town shall not be responsible for replacement of the Private Improvements, and to the extent that the replacement of any Private Improvements becomes necessary and warranted over time, including without limitation, replacement of decorative light fixtures, decorative street signs and all other decorative amenities in the Development, such replacement shall be performed, as appropriate, by the Developer, the District or an owners' association.

4. **Dry-Utilities**

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

4.2 ***Easements:*** All easements approved by the applicable utility companies responsible for the Dry Utilities shall be submitted to the Town.

5. **ACCEPTANCE OF SUBDIVISION IMPROVEMENTS**

5.1 ***Notice of Construction Acceptance:*** Within thirty (30) days of completion of construction of the Subdivision Improvements, as evidenced by Developer's delivery of written notice to the Town that such construction is completed, Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete or as otherwise set forth in a Phasing Plan. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Subdivision Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the

Subdivision Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with the Maintenance Guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary. The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance, Developer shall maintain the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 ***Final Acceptance:*** Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If

the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

5.6 Owners' Association or Metropolitan District: Prior to issuance of the Notice of Final Acceptance, Developer shall establish an owners' association for the Development or shall delegate covenant enforcement and design review services to the District. If an owners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the owners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, which approval shall not be unreasonably withheld, conditioned or delayed, the same shall be recorded with the Larimer County Clerk and Recorder and the owners' association shall thereafter be deemed to be established.

5.7 Dedication and Maintenance of Subdivision Improvements: Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the District or the owners' association; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the District, the owners' association or the appropriate public utility company.

6. WATER AND SEWER SERVICE

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

6.2 Developer shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual ("Operations and Maintenance Manual") for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval of the Operations and Maintenance Manual, Developer shall execute an Operations and Maintenance Agreement with the Town addressing, among other issues, notification and remedies related to

the operations, maintenance and repair of the stormwater infrastructure. The Operations and Maintenance Agreement shall be executed prior to issuance of the Notice of Construction Acceptance. Notwithstanding the foregoing, Developer may assign the ownership and maintenance of the stormwater infrastructure to the District on the conditions that: (i) Developer notifies the Town and (ii) in writing, the Developer assigns, and the District accepts assignment of, the Operations and Maintenance Agreement, agreeing, among other matters, to comply with the Town-approved Operations and Maintenance Manual.

7. **BUILDING PERMITS**

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Larimer County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meters and curbs pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has executed the Operations and Maintenance Agreement related to the stormwater infrastructure; and (8) all terms of this Agreement have been faithfully kept by Developer. If the Development is developed in phases in accordance with Section 2.1(c), the issuance of building permits for each phase shall be governed by the Phasing Plan.

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

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

8. **OPERATION STANDARDS**

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

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

equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

9. **DEVELOPMENT STANDARDS**

9.1 Developer shall comply with the requirements contained in Annexation Agreement Spreng Annexation, dated as of November 3, 2006 and recorded as Reception No. 2006-0083934 in the official real property records of Larimer County, Colorado, as amended, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Iron Horse Design Guidelines.

9.3 Developer shall dedicate all outlots designated for dedication on the Final Plat to one or more of the Districts.

9.4 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

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

10. **LIABILITY, INSURANCE AND COST REIMBURSEMENT**

10.1 ***Indemnification:*** Developer hereby agrees to indemnify and hold the Town, its employees, agents and representatives harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement by Developer, its employees, agents, consultants or representatives, except to the extent caused by negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer, including without limitation, any costs, expenses and attorney's fees related thereto, except in the event such liability, claims or demands are groundless, false or fraudulent.

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town as an additional insured on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town as an additional insured. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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

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

10.5 *Use Tax*: Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

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

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

11. **DEFAULTS AND REMEDIES**

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

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

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

manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

12. SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

13. MISCELLANEOUS

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

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

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

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

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

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for

delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

Centerra Commercial, LLC
 c/o McWhinney Real Estate Services, Inc.
 Attention: Mike McBride
 1800 Wazee Street, Suite 200
 Denver, CO 80202
 Email: Mike.McBride@mcwhinney.com

TO TOWN:

TOWN OF JOHNSTOWN
 Attention: TOWN MANAGER
 450 So. Parish
 P. O. Box 609
 Johnstown, CO 80534
 Email: MLeCerf@JohnstownCO.gov

With a copy to:

McWhinney Real Estate Services, Inc.
 Attention: Legal Department
 1800 Wazee Street, Suite 200
 Denver, CO 80202
 Email: LegalNotices@mcwhinney.com

TO DISTRICT:

Johnstown North Metropolitan District No. 1
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Boulevard
 Loveland, Colorado 80537
 Email: JNMDAdmin@pcgi.com

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of May, 2023.

Developer:

Centerra Commercial, LLC,
a Colorado limited liability company

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

By: _____
Name: Kyle Harris
Title: SVP, Community Development



STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023, by Kyle Harris, as the SVP, Community Development of McWhinney Real Estate Services, Inc., a Colorado corporation, Manager of Centerra Commercial, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:

Notary Public

District:

**Johnstown North Metropolitan District
No. 1,**

a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____

Name: Kim Perry

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2023, by
Kim Perry, as the President of Johnstown Metropolitan District No. 1, a quasi-municipal
corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Town:

Town of Johnstown, Colorado,
a Colorado home-rule municipality

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(IRON HORSE, FILING NO. 3)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Engineer's Opinion of Cost
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A
LEGAL DESCRIPTION
(Property)
(SEE ATTACHED)

PROPERTY DESCRIPTION

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 (7) 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 Boulevard;

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 Five (5) courses are along the Southerly Right of Way line of Ronald Reagan Boulevard;

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°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°52'12" and is subtended by a chord bearing South 49°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°20'43" and is subtended by a chord bearing South 74°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 (3) courses are along the Easterly boundary lines of said Iron Horse Filing Two Subdivision Plat;

Thence South 27°35'15" East along a line non-tangent to the aforesaid curve a distance of 37.54 feet;

Thence South 21°51'55" West a distance of 660.31 feet;

Thence South 00°30'20" West a distance of 129.13 feet to the POINT OF BEGINNING.

Said parcel contains 45.839 acres more or less (±).

EXHIBIT B-2
(RESOLUTION APPROVING PLAT)
(SEE ATTACHED)

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-18**

APPROVING THE PRELIMINARY/FINAL PLAT FOR IRON HORSE FILING NO. 3, A SUBDIVISION SITUATED 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, CONSISTING OF APPROXIMATELY 45.839 ACRES

WHEREAS, the Town of Johnstown, Colorado (“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, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Centerra Commercial, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for Iron Horse Filing No. 3, a subdivision situated 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 consisting of approximately 45.839 acres; and

WHEREAS, on March 22, 2023, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat; and

WHEREAS, on April 3, 2023, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat is consistent with the Town’s Comprehensive Plan and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat for Iron Horse Filing No. 3.

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for Iron Horse Filing No. 3, a subdivision situated 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 consisting of approximately 45.839 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Plat and thereafter record the Preliminary/Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of April, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Stormwater. Prior to receipt of Notice of Construction Acceptance for the first phase of the Development, Developer shall obtain Town approval of the stormwater Operations and Maintenance Manual for the three master-planned regional ponds for the Development and execute an Operations and Maintenance Agreement with the Town.

2. High Plains Boulevard Design. Prior to receipt of Notice of Construction Acceptance for the second phase of the Development, Developer shall design and construct the ultimate half-width of High Plains Boulevard (Larimer County Road 3) to a major arterial standard, including, but not limited to, the configuration, design and construction of the intersection at High Plains Boulevard and Iron Horse Drive, along the frontage of this Development. Construction plans for this improvements shall meet Town standards and be reviewed and approved by the Town prior to construction.

3. Sidewalks. Pursuant to the Civil Engineering Construction Plans submitted to date, Developer shall construct road improvements to include curb and gutter and paving. The Town stipulates that the completion of ultimate right-of-way improvements, to include remaining sidewalks, irrigation, and landscaping, may be completed by the Developer, or may become the responsibility of individual lots as those lots develop. Notwithstanding the foregoing provision, once twenty (20) or more acres of the lots in the Development (approximately 50% of total acreage of Filing No 3) have received certificates of occupancy/completion, Developer shall install connecting sidewalks, meeting Town standards, across all undeveloped lots. If there is a conflict between this Agreement and the Civil Engineering Construction Plans, this Agreement shall control.

EXHIBIT C
ENGINEER'S OPINION OF COST
ATTACHED
(SEE ATTACHED)

Bid Schedule of Values						
District	Johnstown North Metropolitan District No. 1					
Project Name	Johnstown North Iron Horse Filing 3 Public Infrastructure Improvements					
Project Number	JNMD-IHF3-PI					
Plan Set	Iron Horse Filing Three Bid Set dated 09/01/2022					
Bidder Name	Gerrard Excavating, Inc.					
Bidder Phone	(970) 669-1463					
Date Submitted	October 10, 2022					
Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
1000	Demolition and Removal					
	1001	Clear & Grub	1	LS	\$ 3,260.00	\$ 3,260.00
	1002	Remove Curb and Gutter	105	LF	\$ 11.10	\$ 1,165.50
	1003	Remove 48" RC Storm Pipe	7	LF	\$ 100.00	\$ 700.00
	1004	Remove 48" FES	1	EA	\$ 670.00	\$ 670.00
	1005	Strip & Stockpile Existing Gravel Roadway (Assumed 6-Inch Thick)	1,050	CY	\$ 1.77	\$ 1,858.50
	1006	Remove and Reuse Existing Orifice Plate on Outlet Structure of Pond 310	1	LS	\$ 2,125.00	\$ 2,125.00
					Subtotal	\$ 9,779.00
2000	Grading, Earthwork and Seeding					
	2001	6" Topsoil Strip, Stockpile, Reuse	6,100	CY	\$ 3.20	\$ 19,520.00
	2002	Unclassified Excavation (Complete In Place)	4,800	CY	\$ 5.03	\$ 24,144.00
	2003	Borrow (Complete In Place)	16,100	CY	\$ 10.52	\$ 169,372.00
	2004	Native Seeding (Dry Land Seed Mix with Straw Mulch)	7	AC	\$ 2,550.00	\$ 17,850.00
	2005	North American Green SC250 Erosion Mat (Complete In Place)	225	SY	\$ 10.50	\$ 2,362.50
					Subtotal	\$ 233,248.50
3000	Erosion Control					
	3001	Erosion Logs (12" Wattle) (Various Installations)	330	LF	\$ 3.75	\$ 1,237.50
	3002	Curb Inlet Protection 1	4	EA	\$ 305.00	\$ 1,220.00
	3003	Drop Inlet Protection 3	5	EA	\$ 305.00	\$ 1,525.00
	3004	Rock Sock	4	EA	\$ 165.00	\$ 660.00
	3005	Silt Fence	4,700	LF	\$ 1.97	\$ 9,259.00
	3006	Check Dam	4	EA	\$ 1,410.00	\$ 5,640.00
	3007	Concrete Washout	1	EA	\$ 2,475.00	\$ 2,475.00
	3008	Vehicle Tracking Pad	1	EA	\$ 2,855.00	\$ 2,855.00
					Subtotal	\$ 24,871.50
4000	Sanitary Sewer					
	4001	Connect to Existing Manhole	1	EA	\$ 14,055.00	\$ 14,055.00
	4002	4' Sanitary Manhole	9	EA	\$ 4,345.00	\$ 39,105.00
	4003	6' Sanitary Manhole	2	EA	\$ 12,200.00	\$ 24,400.00
	4004	6" Sanitary Sewer Service	250	LF	\$ 54.40	\$ 13,600.00
	4005	10" Sanitary Sewer Main	3,310	LF	\$ 74.35	\$ 246,098.50
	4006	20" Dia. Steel Casing Pipe w/ Flow Fill & Cathodic Protection	60	LF	\$ 415.00	\$ 24,900.00
	4007	Jet and Clean Sewer	3,310	LF	\$ 1.05	\$ 3,475.50
					Subtotal	\$ 365,634.00
5000	Domestic Water					
	5001	6" Removal of AC Watermain & Replacement with 6" PVC Waterline	69	LF	\$ 210.00	\$ 14,490.00
	5002	8" Watermain	2,589	LF	\$ 58.60	\$ 151,715.40
	5003	8" Water Lowering	3	EA	\$ 5,415.00	\$ 16,245.00
	5004	6" Gate Valve	13	EA	\$ 1,515.00	\$ 19,695.00
	5005	8" Gate Valve	23	EA	\$ 2,350.00	\$ 54,050.00
	5006	Watermain Connections	2	EA	\$ 2,605.00	\$ 5,210.00
	5007	6" Fire Hydrant Assembly	9	EA	\$ 5,890.00	\$ 53,010.00
	5008	1-1/2" Service Line	95	LF	\$ 143.00	\$ 13,585.00
	5009	6" Fire Hydrant Line	201	LF	\$ 65.00	\$ 13,065.00
	5010	6" Fire Line	109	LF	\$ 155.00	\$ 16,895.00
					Subtotal	\$ 357,960.40
6000	Storm Sewer					
	6001	Type L Buried Riprap 1.5' Bury Depth w/6" Granular Bedding & Topsoil (CIP)	307	SY	\$ 79.20	\$ 24,314.40
	6002	Emergency Overflow Spillway w/ Concrete Cutoff Wall (Includes Rebar) (CIP)	1	LS	\$ 12,690.00	\$ 12,690.00
	6003	5' Storm Manhole	2	EA	\$ 4,885.00	\$ 9,770.00
	6004	Core & Grout Ex MH (with Storm D)	1	EA	\$ 1,370.00	\$ 1,370.00
	6005	CDOT Box Base Manhole w/ Flat Top Lid	2	EA	\$ 16,370.00	\$ 32,740.00
	6006	5' Type R Inlet	1	EA	\$ 6,500.00	\$ 6,500.00
	6007	10' Type R Inlet	2	EA	\$ 10,340.00	\$ 20,680.00
	6008	Type C Inlet w/ 2' sump	3	EA	\$ 3,670.00	\$ 11,010.00
	6009	Type D Inlet w/ 2' sump	2	EA	\$ 6,450.00	\$ 12,900.00
	6010	18" RCP	104	LF	\$ 80.70	\$ 8,392.80
	6011	24" RCP	579	LF	\$ 108.35	\$ 62,734.65
	6012	36" RCP	39	LF	\$ 170.55	\$ 6,651.45
	6013	60" RCP	646	LF	\$ 348.35	\$ 225,034.10
	6014	24" RC FES w/ Cutoff Wall	1	EA	\$ 3,865.00	\$ 3,865.00
	6015	36" RC FES w/ Cutoff Wall	1	EA	\$ 4,925.00	\$ 4,925.00

Bid Schedule of Values

District	Johnstown North Metropolitan District No. 1
Project Name	Johnstown North Iron Horse Filing 3 Public Infrastructure Improvements
Project Number	JNMD-IHF3-PI
Plan Set	Iron Horse Filing Three Bid Set dated 09/01/2022
Bidder Name	Gerrard Excavating, Inc.
Bidder Phone	(970) 669-1463
Date Submitted	October 10, 2022

Item #	Sub Item #	Description	Quantity	Unit	Unit Price	Total
	6016	60" RC FES w/ Cutoff Wall	1	EA	\$ 6,825.00	\$ 6,825.00
Subtotal						\$ 450,402.40

7000	Concrete		Quantity	Unit	Unit Price	Total
	7001	Vertical 6" Curb & Gutter	2,350	LF	\$ 34.70	\$ 81,545.00
	7002	3' Concrete Pan	777	LF	\$ 43.05	\$ 33,449.85
	7003	Concrete Curb Ramp & Sidewalk (Ronald Reagan Intersection)	70	SY	\$ 101.00	\$ 7,070.00
	7004	Detectable Warning	24	SF	\$ 67.00	\$ 1,608.00
	7005	9" Concrete Flatwork	90	SY	\$ 118.00	\$ 10,620.00
Subtotal						\$ 134,292.85

8000	Roadway Material		Quantity	Unit	Unit Price	Total
	8001	Asphalt Pavement (7 inches) [S(75) or SX (75) with PG 58-28 Binder]	2,200	TON	\$ 118.50	\$ 260,700.00
	8002	Asphalt Patch (High Plains Blvd & Ronald Reagan)	155	SY	\$ 150.00	\$ 23,250.00
	8003	Aggregate Base Course (10 inches) (Class 6)	3,300	TON	\$ 27.35	\$ 90,255.00
	8004	Relocate Gravel Drive (8 inches)	980	CY	\$ 22.00	\$ 21,560.00
Subtotal						\$ 395,765.00

9000	Signage and Striping & Gates		Quantity	Unit	Unit Price	Total
	9001	Sign w/ Post (Stop w/ Streets, No Parking {3}, Curve Ahead {2}, Speed Limit, No Outlet, Ditch {3})	11	EA	\$ 460.00	\$ 5,060.00
	9002	4" Solid Yellow Stripe	2,030	LF	\$ 1.25	\$ 2,537.50
	9003	4" Dashed Yellow Stripe (10' Long w/ 30' Gap)	2,030	LF	\$ 1.25	\$ 2,537.50
	9004	Performed Pavement Marking (X-Walk & Stop Bar)	167	SF	\$ 17.00	\$ 2,839.00
	9005	32' Steel Gate w/ "Emergency Vehicles Only" Sign Attached to Gate	2	EA	\$ 4,170.00	\$ 8,340.00
Subtotal						\$ 21,314.00

10000	Traffic Control		Quantity	Unit	Unit Price	Total
	10001	Traffic Control	1	LS	\$ 42,680.00	\$ 42,680.00
Subtotal						\$ 42,680.00

11000	Miscellaneous		Quantity	Unit	Unit Price	Total
	11001	Mobilization	1	LS	\$ 47,265.00	\$ 47,265.00
Subtotal						\$ 47,265.00

TOTAL BID \$ 2,083,212.65

12000	Add Alternate		Quantity	Unit	Unit Price	Total
	12001	Sleeving - 2" PVC	1	LF	\$ 61.05	\$ 61.05
	12002	Sleeving - 4" PVC	1	LF	\$ 66.10	\$ 66.10
	12003	Sleeving - 6" PVC	1	LF	\$ 72.85	\$ 72.85
	12004	Dewatering - Setup and Removal	1	EA	\$ 7,510.00	\$ 7,510.00
	12005	Dewatering - Trench Excavation and Backfill	1	LF	\$ 10.10	\$ 10.10
	12006	Dewatering - Pumping per Day	1	DAY	\$ 735.00	\$ 735.00
Subtotal						\$ 8,455.10

by: Wilson & Company and Pinnacle Consulting Group, Inc.

Bidders Signature

Note:



EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

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

ATTENTION:TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Iron Horse, Filing No. 3, dated _____, 2022, between the Town of Johnstown and Centerra Commercial, LLC.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

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

Signed this _____ day of _____, 20_____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:

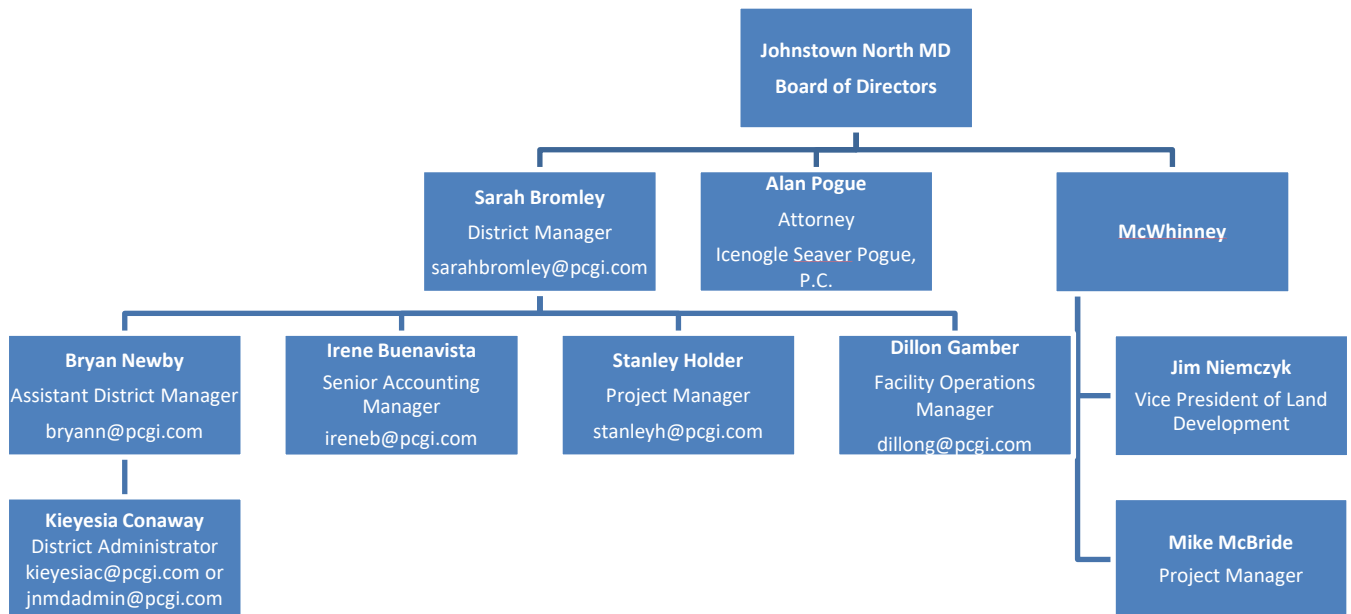
Notary Public



To: Johnstown North Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Manager's Report
 Board Meeting Date: May 12, 2023

General District Matters

- Please contact Sarah Bromley, District Manager, at sarahbromley@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- Johnstown North MD's 2023 District Management Team:



- The District's management team continued to execute operational matters since the November 11, 2022 Board meetings. Monthly, District management provides the following services:
 - Adheres to administrative and compliance matters.
 - Processes monthly payables and financial reports.
 - Oversees District budget and operational expenditures.
 - Oversees District operations per the approved Service Plan and District needs.
 - Collaborates with legal counsel on legal matters.
 - Oversees preparation and distribution of Board packets including agenda, minutes, reports, contracts, and agreements prior to Board meetings.
 - The Manager consistently communicates with the Board including periodic status reports at each Board meeting.

Johnstown North Metropolitan District
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: 970-669-3611/FAX: 970-669-3612
 Email: JNMDadmin@pcgi.com

- District Management attended the McWhinney Districts Conference Call on April 5, 2023 and May 3, 2023.
- Johnstown North has been registered with EUnify, allowing easy access to online fees or dues payments for all District entities, streamlining and simplifying the collections process.
- Flower-Foods is up to date and in good standing on all monthly maintenance fee payments to date.
- 2023 Johnstown North Key Meeting Dates: The enclosed calendar includes Johnstown North Board Meetings, McWhinney Districts Coordination Conference Calls, and Onsite Inspections.
- Compliance matters, due dates, and status for the District:

COMPLIANCE MATTERS	RESPONSIBLE	DUE DATE	COMPLETION
Map Filings	PCGI	01/01/23	Completed
Transparency Notices	PCGI	01/15/23	Completed
File Budget	PCGI	01/31/23	Completed
SDA Membership Renewals	PCGI	03/01/23	Completed
File Audit Exemptions	PCGI	3/31/2023	Completed
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/23	
Property & Liability Insurance Renewals	PCGI	12/01/23	
Mill Levy Certification	PCGI	12/15/23	
Website Compliance	PCGI	12/31/23	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance

- All 2023 regular maintenance contracts have been executed based on approved budget allowances.
- Non-pot water availability and irrigation start up expected to occur by May 12th.
- Continuing to monitor and manage monthly maintenance and any alarm events for the lift station pumps through Ramey Environmental.
- Green Earth has begun spring landscape services, clean up, aerations, fertilization.
- FLM prepared to start field/ROW mowing services in May.

2023 Johnstown North MD

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Johnstown North Metro District Board Meetings

- January 26 | 11:30 AM-12:30 PM
- April 27 | 11:30 AM-12:30 PM
- July 27 | 11:30 AM-12:30 PM
- October 26 | 11:30 AM-12:30 PM

McWhinney Districts Coordination - Conference Call MRES/District Managers/Legal Counsel *Occurs the first Wednesday of every month*

- January 4 | 12:30-2:00 PM
- February 1 | 12:30-2:00 PM
- March 1 | 12:30-2:00 PM
- April 5 | 12:30-2:00 PM
- May 3 | 12:30-2:00 PM
- June 7 | 12:30-2:00 PM
- July 5 | 12:30-2:00 PM
- August 2 | 12:30-2:00 PM
- September 6 | 12:30-2:00 PM
- October 4 | 12:30-2:00 PM
- November 1 | 12:30-2:00 PM
- December 6 | 12:30-2:00 PM

Onsite Inspections Districts Facility Manager

Bi-Weekly, Wednesdays (Typically)