



# Town of Johnstown

## INFORMATIONAL ITEMS ONLY

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These items are for Town Council information. Any of these items can be discussed if a Councilmember desires.

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141





VETERAN  
SCULPTURE

SUMMER 2021

Town of



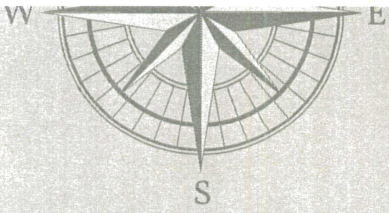




We are persuing the building and dedicating a Veterans Memorial in Johnstown at the Eastern roundabout on Highway 402 and I-25.

This will be a joint project with the Town of Johnstown and the local Veterans organizations.

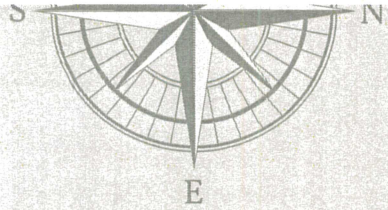




N O R T H V I E W



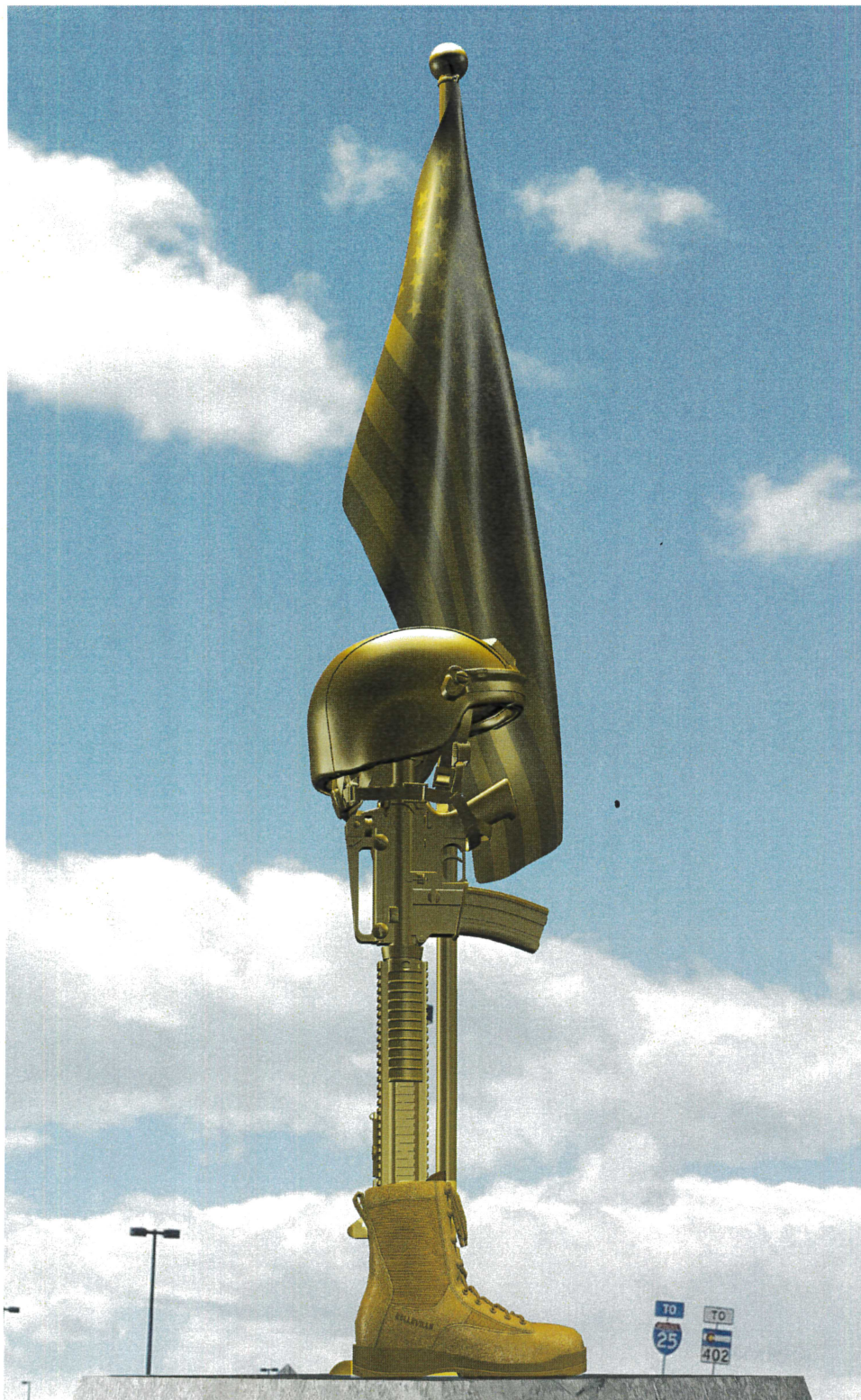




WESTVIEW







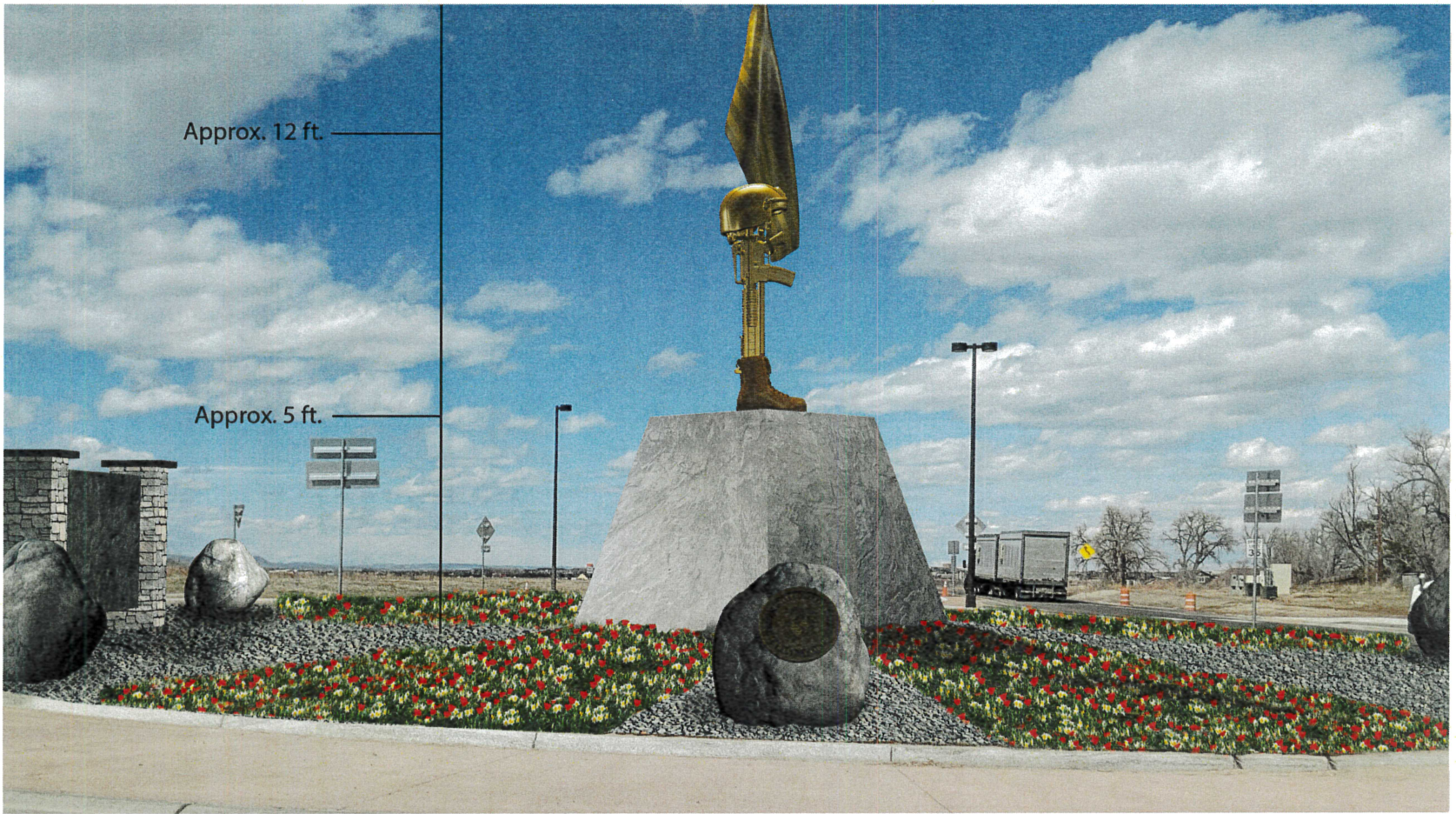
customary to arrange their rifle pointing downward along with their boots and helmet. Surviving members of their squad gather around and memorialize their fallen comrades. Some of the troops will pray, others might recall personal stories, but make no mistake, this is a ceremony that is taken very seriously. Every service member knows the next ceremony might be

When a rifle with bayonet is downward into the ground, it is a memorial of a service member killed in action. It also signals a time for prayer, a break in the action to pay tribute to our friend and hero.

The helmet is also a symbol of this great sacrifice.

Combat boots represents the





A P P R O X I M A T E  
M E A S U R E M E N T S



There will be each branch of the military emblems forever displayed around the memorial as the drivers pass and of course the American Flag will forever wave tall above the memorial and will be seen from far and wide as you approach this entrance to Johnstown and Northern Colorado.



Johnstown/VFW signs  
on west and east sides  
of the round about

Statue in the

Rows of flowers

6 rocks with a  
medalion for each  
branch of the military



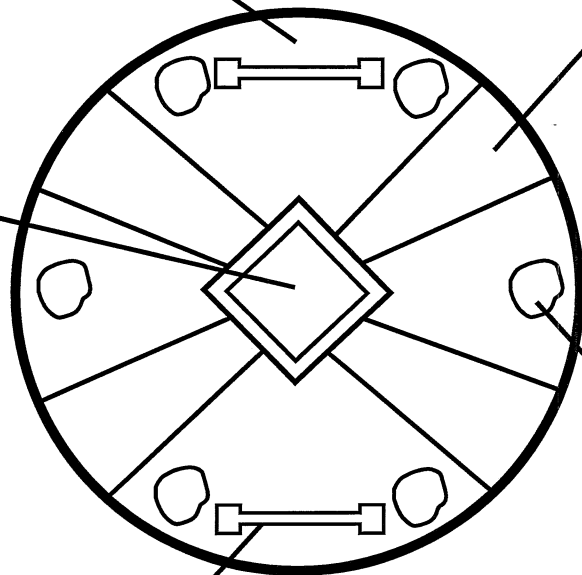
Johnstown  
Veterans Sign

Flowers

Statue

6 Military  
Branches

Johnstown  
Veterans Sign







T H A N K   Y O U

We are looking for sponsors and donors so we can complete this very important memorial for the Citizens and Veterans of Johnstown and Northern Colorado with a goal of completing and dedicating it by the summer of 2021.



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”), dated this 4<sup>th</sup> day of September 2020, is by and between **LANCE R. AND SANDRA L. SHEFFLER**, individuals (collectively “Sellers”) and **THE TOWN OF JOHNSTOWN**, a Colorado home rule municipal corporation (“Purchaser”). Sellers and Purchaser shall be referred to collectively as the “Parties.”

### RECITALS

Seller owns one (1) share of capital stock in the Consolidated Home Supply Ditch and Reservoir Company represented by Certificate No. 6176 (“Share”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A. Sellers desire to sell, and Purchaser desires to buy, the Share.

### AGREEMENT

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser agree as follows.

1. Effective Date. The Effective Date shall be the date when this Agreement has been fully executed by the Parties.
2. Purchase Price. Subject to the terms of this Agreement, Sellers shall sell to Purchaser and Purchaser shall buy from Sellers the Share. The purchase price for the Share shall be TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) (“Purchase Price”).
3. Representations and Warranties of Sellers. Sellers represent and warrant to Purchaser that as of the Effective Date and as of Closing:
  - 3.1. Sellers are now and will remain, until the conclusion of Closing, the lawful owners of the Share;
  - 3.2. The Share is free and clear of all liens, encumbrances, leases, contracts, assessments, charges, interests or adverse claims of any person or entity claiming title under Sellers, except for ditch company assessments or charges not yet due and owing;
  - 3.3. Sellers have neither abandoned nor intended to abandon the water rights associated with the Share during their ownership of the Share;
  - 3.4. To the best of Sellers’ knowledge, there is no pending or threatened litigation, condemnation or eminent domain action, administrative proceeding or real estate tax protest or proceeding pending or threatened against or affecting the ownership or use of the Share or any portion thereof which may have an adverse effect on the value or use of, or title to the Share;



3.5. Sellers have full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement and all other documentation required by Purchaser hereunder, when duly executed and delivered, shall constitute the valid and binding obligation of Sellers, enforceable in accordance with such terms; and

3.6. Sellers have not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Share. Sellers shall indemnify and hold harmless Purchaser from liability for any fees or commissions owing pursuant to this transaction caused by Sellers' breach of this representation.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers that as of the Effective Date and as of Closing:

4.1. Purchaser is a governmental entity duly formed and validly existing in the State of Colorado;

4.2. Purchaser's undersigned representative is duly authorized to enter into this Agreement on behalf of Purchaser and to bind Purchaser to the terms of this Agreement;

4.3. Purchaser has all authority necessary to enter into this Agreement, and when executed and delivered, this Agreement shall constitute valid and binding obligations of Purchaser, enforceable in accordance with their terms; and

4.4. Purchaser has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Share. To the extent permitted by law, Purchaser shall indemnify and hold harmless Sellers from liability for any fees or commissions owing pursuant to this transaction caused by Purchaser's breach of this representation.

5. Documents. Within three (3) calendar days of the Effective Date, to the extent not otherwise already provided, Sellers shall provide to Purchaser copies of the following documents:

5.1. A Ditch Company share trace from the Share;

5.2. Any deed or other instrument conveying the water rights associated with the Share to Seller;

5.3. Any assignment conveying the Share to Seller;

5.4. Any encumbrance documents; and

5.5. Any other evidence of Sellers' title to the Share reasonably and specifically requested by Purchaser.

Sellers hereby consent to and shall reasonably assist Purchaser in obtaining information relating to mortgages, deeds of trust, encumbrances, liens, taxes, assessments, special assessments or



adverse claims on the Share. Sellers shall authorize any holder of such encumbrances to release information to Purchaser.

6. Additional Assistance.

6.1. Affidavit. Sellers have executed an affidavit related to, among other matters, historical irrigation (“Affidavit”), a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

6.2. Water Change Case. If Purchaser commences or is involved in a water change case related to the Share subsequent to Closing, Sellers agree to cooperate and participate in such Change Case as reasonably required. For purposes of this paragraph:

6.2.1. The term “participate” means to provide testimony and evidence in any court proceeding required to substantiate the information provided in the Affidavit described above or otherwise required to advance Purchaser’s efforts in the water change case; and

6.2.2. The phrase “reasonably required” means Purchaser agrees to make reasonable efforts to restrict any required participation by Sellers to an interview, site inspection, deposition testimony and trial testimony, including but not limited to, preparation for depositions and trial testimony.

7. Closing. Subject to the satisfaction of the terms and conditions set forth in this Agreement, the closing on the Share shall take place fourteen (14) calendar days after Effective Date at the offices of the Town Hall, Town of Johnstown, 450 S. Parish Avenue, Johnstown, CO 80534.

7.1. At the Closing, Purchaser shall pay to Sellers in certified funds the Purchase Price.

7.2. At the Closing, Sellers shall execute and deliver to Purchaser the following:

7.2.1. The original of Stock Certificate No. 6176 in the Consolidated Home Supply Ditch and Reservoir Company.

7.2.2. A special warranty deed in the form attached hereto as Exhibit C conveying the water rights associated with the Share to Purchaser, free of all liens, encumbrances and adverse claims.

7.2.3. Stock assignment in the form attached hereto as Exhibit D assigning the Share to Purchaser.

8. Transfer Fee. Purchaser shall pay any applicable stock transfer fee associated with the change of ownership interest on the books of the Consolidated Home Supply Ditch and Reservoir Company.



9. Survival of Closing. The representations, warranties and covenants, and the mutual agreements described in ¶¶ 4 and 5 shall survive Closing and the delivery and recording of the Special Warranty Deed.

10. Remedies. Time is of the essence. Before a party is deemed in default of this Agreement, the other party must provide written notice of the alleged violation to the defaulting party, and the defaulting party shall have three (3) calendar days thereafter to cure such violation.

11. Miscellaneous.

11.1. This Agreement embodies the entire understanding and agreement between Purchaser and Sellers regarding the Share and supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof.

11.2. This Agreement can neither be amended nor any rights hereunder waived except by a written instrument signed by the party sought to be charged with such amendment or waiver.

11.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any action shall be in Weld County, State of Colorado.

11.4. The paragraph headings herein are inserted for convenience of reference only and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

11.5. The covenants, conditions, representations, and terms contained in this Agreement shall bind and inure to the benefit of Sellers and Purchaser and their respective heirs, distributees, executors, administrators, successors and assigns.

11.6. This Agreement may be executed in counterparts and shall be effective at such time as all parties hereto have executed a counterpart.

11.7. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. 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. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and 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.

11.8. Any notice shall be effective when received by the party or parties. All notices shall be by either: a) certified mail return receipt requested; b) personal delivery; or c) electronic mail to the parties and the parties' representatives at the following addresses or at such other address as the parties may provide in writing:



**To Purchaser:**

Town of Johnstown  
c/o Town Clerk  
P.O. Box 609  
Johnstown, CO 80534  
Email: [mlecerf@townofjohnstown.com](mailto:mlecerf@townofjohnstown.com)

**To Sellers:**

Lance R. and Sandra L. Sheffler  
2594 South County Road 7  
Loveland, CO 80537  
Email: [Sheffler2594@aol.com](mailto:Sheffler2594@aol.com)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**SELLERS:**

**LANCE R. SHEFFLER**

By: *Lance R. Sheffler*  
Lance R. Sheffler

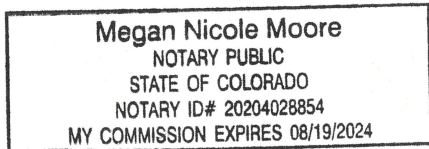
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD         )

Subscribed and sworn to before me this 4 day of September, 2020, by Lance R. Sheffler.

Witness my hand and official seal.

*Megan Moore*  
Notary Public

My commission expires: 8/19/2024



**SANDRA L. SHEFFLER**

By: *Sandra L. Sheffler*  
Sandra L. Sheffler

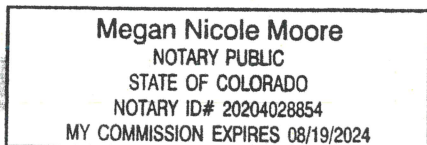
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD         )

Subscribed and sworn to before me this 4 day of September, 2020, by Sandra L. Sheffler.

Witness my hand and official seal.

*Megan Moore*  
Notary Public

My commission expires: 8/19/2024





**PURCHASER:**

**TOWN OF JOHNSTOWN, COLORADO**  
a municipal corporation



By: *Diana Seele*  
Diana Seele, Town Clerk

By: *Gary Lebsack*  
Gary Lebsack, Mayor



EXHIBIT A  
STOCK CERTIFICATE

No. 6175

Incorporated Under the  
Laws of the State of Colorado

**The Consolidated Home Supply Ditch and Reservoir Co.**

Shares 1

CAPITAL STOCK  
\$100,000

2,000 SHARES  
\$50 EACH

This is to Certify that LANCE R. SHEFFLER and SARKEN L. SHEFFLER

is the owner of ONE Shares of Capital Stock of  
**The Consolidated Home Supply Ditch and Reservoir Company**, full paid  
transferable only on the books of the Company, in person, or by attorney,  
on surrender of this certificate.

Witness the Seal of the Company and the Signatures of the President  
and Secretary at Loveland, Colorado, this 7 day of September  
1937

Samuel W. Jackson President  
Albert H. Johnson Secretary





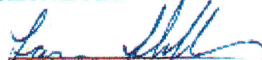
**EXHIBIT B**  
**AFFIDAVIT**

**AFFIDAVIT CONCERNING IRRIGATION**  
**CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO.**

We, Lance and Sandra Sheffler, make this affidavit for purposes of describing our knowledge about the historical irrigation of lands under the Home Supply Ditch. We are over 21 years old and competent to testify. We make each of the following statements on the basis of our personal knowledge.

1. We own/use 1 (one) share in the CHSDR Company, represented by Certificate No. 6176.
2. We have used water from this share to irrigate the lands described below since 1996. Prior to that these shares were owned/used by Peter Geist on the same land.
3. The water represented by this share is delivered to the land below through the Christian Lateral, which is underground from 1/4 - 1/2 mile north of Highway 60 or County Road 7.
4. These shares are used to irrigate approximately 3.1 (+/-) acres of land located in the SW1/4 SW1/4 Sec. 27, T5N, R68W. The property is 5.79 acres in total. Prior to our purchase of the property as vacant land, most of the property was irrigated. After our purchase, we built a home on a portion of the previously irrigated land.
5. The method of application of the water has been by flood or gravity using gated pipe. There are a few leader ditches in the field to draw water away from the north property line and re-spread it on our field. A local drainage ditch runs across the very eastern end of our property, which becomes swampy. There are no other areas of high water, seepage, or alkalinity on the property. All tailwater flows to this drainage.
6. The crop irrigated with these shares from before 1996 to the present is grass for horse hay. We fertilize the grass to increase yields. The crop was grass hay when we purchased the property.
7. No other water sources (irrigation wells, other ditch company shares, or CRT units) were used in the irrigation of these lands.

FLURTHER AFFIANT SAYETH NAUGHT.

  
[signature]

  
[signature]

STATE OF COLORADO )  
COUNTY OF CASWELL )

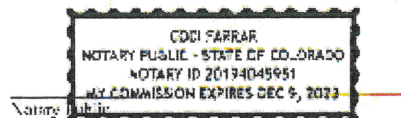
ss.

Subscribed and sworn to before me this 17 day of August, 2020 by



Witness my hand and official seal.

My commission expires: 12/9/2023









**EXHIBIT D**

**STOCK ASSIGNMENT**

FOR VALUE RECEIVED, **LANCE R. AND SANDRA L. SHEFFLER** do hereby sell, assign and transfer to **THE TOWN OF JOHNSTOWN** one (1) share of the capital stock in the **CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY**, which stock is standing in the name of the undersigned on the books and records of the company represented by Certificate No. 6176 and do hereby irrevocably constitute and appoint the Secretary of the Company as attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

**LANCE R. SHEFFLER**

By: *Lance R. Sheffler*  
Lance R. Sheffler

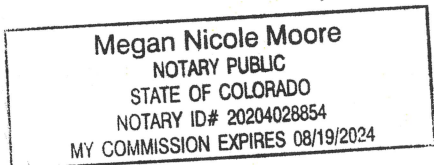
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD        )

Subscribed and sworn to before me this 4 day of September, 2020, by Lance R. Sheffler.

Witness my hand and official seal.

*Megan Moore*  
Notary Public

My commission expires: 8/19/2024



**SANDRA L. SHEFFLER**

By: *Sandra L. Sheffler*  
Sandra L. Sheffler

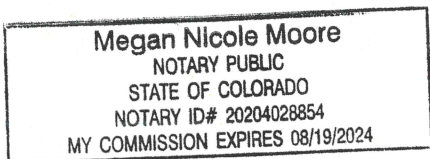
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD        )

Subscribed and sworn to before me this 4 day of September, 2020, by Sandra L. Sheffler.

Witness my hand and official seal.

*Megan Moore*  
Notary Public

My commission expires: 8/19/2024





**SPECIAL WARRANTY DEED**

Grantors, **LANCE R. AND SANDRA L. SHEFFLER**, individuals, whose address is 2594 South County Road 7 Loveland, CO 80537, for the consideration of the sum described in the Purchase and Sale Agreement dated \_\_\_\_\_, 2020, in hand paid, hereby sell and convey to **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, whose address is 450 S. Parish Avenue, Johnstown, CO 80534, Counties of Larimer and Weld, State of Colorado, ("Grantee") the following water right in the County of Larimer, State of Colorado, to wit:

All water and water rights, ditch and ditch rights, reservoir and reservoir rights associated with 1 share of stock in the Consolidated Home Supply Ditch Company represented by Certificate No. 6176

appurtenances, and warrants the title against all persons claiming title under Grantors.

EXECUTED this 4 day of September, 2020.

**GRANTORS:**

**LANCE R. SHEFFLER**

By: *Lance R. Sheffler*  
Lance R. Sheffler

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD         )

Subscribed and sworn to before me this 4 day of September, 2020, by Lance R. Sheffler.

Witness my hand and official seal. *Megan Moore*  
Notary Public

My commission expires: 8/19/2024

**Megan Nicole Moore**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20204028854  
MY COMMISSION EXPIRES 08/19/2024

**SANDRA L. SHEFFLER**

By: *Sandra L. Sheffler*  
Sandra L. Sheffler

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD         )

Subscribed and sworn to before me this 4 day of September, 2020, by Sandra L. Sheffler.

Witness my hand and official seal. *Megan Moore*  
Notary Public

My commission expires: 8/19/2024

**Megan Nicole Moore**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20204028854  
MY COMMISSION EXPIRES 08/19/2024





# Town of Johnstown

## Building Permit Statistics

August 2020

### Single Family Residential

Issued ytd	78
Reviewed, ready to issue	7
Submitted, in system	<u>1</u>
Total in system	86

### Commercial

*New Building Issued ytd	11
Reviewed, ready to issue	
Submitted, in system	<u>0</u>
Total in system	11

### Other Residential

(basements/alterations/additions)

Issued ytd	111
Reviewed, ready to issue	6
Submitted, waiting to submit	<u>9</u>
Total in system	126

### Other Commercial

\* (tenant finish/alterations/additions)

Issued ytd	21
Reviewed, ready to issue	1
Submitted, waiting to review	<u>6</u>
Total in system	28

### Fees collected at permit issuance

	Residential	Commercial
Construction Valuation	(\$20,527,803)	(\$40,954,020)
Building permit fees	\$221,414	\$223,080
F&F or <u>F&amp;F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$1,000	\$0
Water & Sewer Reimbursement	\$13,048	\$0
Raw Water Development Fee	\$419,434	\$258,493
Water Meter	\$20,790	\$6,667
Water Tap	\$495,649	\$280,398
Water Certificate	- 0 -	- 0 -
Sewer Tap	\$406,560	\$57,020
Sewer Certificate	- 0 -	- 0 -
Sewer Inspection Fee	\$7,800	\$900
Park	\$39,000	\$126,000
Use Tax	\$349,336	\$555,949
Larimer Use Tax	\$106,095	\$148,826
Open Space Impact Fee	\$93,113	\$254,520
Library Impact Fee	\$89,312	\$221,508
Public Facilities Impact Fee	\$123,830	\$560,369
Police Facilities Impact Fee	\$57,098	\$271,148
Transportation Facilities Impact Fee	\$216,371	\$1,504,855
Traffic Signal	\$2,231	\$0
School District Fee	(\$11,376)	(\$173,376)
Front Range/Loveland Fire Dist Fee	(\$69,734)	(\$249,080)

**TOTAL FEES**

**\$2,662,081**

**\$4,469,733**



Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 4-plex					
Year	Issued	Month avg	Year	Issued	Month avg
*1961 - 90	165	0.0	2016	132	11.00
1991	2	0.17	2017	140	11.67
1992	5	0.42	2018	126	10.50
1993	7	0.75	2019	87	7.25
1994	47	3.92	2020	78	9.75
1995	106	8.83			
1996	145	12.00			
1997	143	11.92			
1998	175	14.58			
1999	145	12.08	<b>TOTAL</b>	<b>5067</b>	
2000	134	11.92			
2001	152	12.67			
2002	262	21.92			
2003	284	24.17			
2004	331	27.67			
2005	375	31.33			
2006	180	15.75			
2007	160	133.42			
2008	97	8.00			
2009	89	7.42			
2010	124	10.33			
2011	184	15.34			
2012	310	25.84			
2013	378	31.50			
2014	272	22.67			
2015	162	13.50			

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141