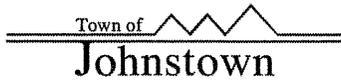


***TOWN COUNCIL***  
***MEETING***  
***PACKET***

**May 1, 2017**



## Town Council

*Agenda*  
Monday May 1, 2017  
Town Hall, Council Chambers  
450 So. Parish Avenue  
7:00 PM



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**MISSION STATEMENT**-*"The mission of the government of the Town of Johnstown is to provide leadership based upon trust and integrity, commitment directed toward responsive service delivery, and vision for enhancing the quality of life in our community."*

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*Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.*

- 1) **CALL TO ORDER**
  - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS AND PROCLAMATIONS**
- 5) **PUBLIC COMMENT (three-minute limit per speaker)**

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*The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an \*asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

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- 6) **CONSENT AGENDA**
    - A) Town Council Meeting Minutes – April 17, 2017
    - B) **(\*2<sup>nd</sup> Reading)** – Ordinance No. 2017-146, An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article IX, Liquor Licensing, Establishing Liquor Licensing Regulations and Assigning Administrative Functions to the Town Clerk
    - C) Resolution No. 2017-08, Approving the Final Plat for Thompson River Ranch Filing No. 6, A Subdivision Located in the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 6.18 Acres
  - 7) **STAFF REPORTS**
  - 8) **OLD BUSINESS**
  - 9) **NEW BUSINESS**
    - A) **\*Public Hearing (First Reading)**-Ordinance No. 2017-147, An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Care Centers as a Use Permitted by Right in the Central Business District
    - B) Consider Professional Services Agreement with LaCoutoure, Inc., for Owner Representation Services for the Johnstown Community Recreation Center
    - C) Consider 2017 Three Mile Plan
  - 10) **COUNCIL REPORTS AND COMMENTS**
  - 11) **MAYOR'S COMMENTS**
  - 12) **ADJOURN**
- 



### NOTICE OF ACCOMODATION

If you need special assistance to participate in the meeting, please contact the Town Clerk at (970) 587-4664. Notification at least 72 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to the meeting.

**AGENDA ITEMS 6A-C**

**CONSENT**

**AGENDA**

- **Council Minutes – April 17, 2017**
- **Ordinance No. 2017-146 -2<sup>nd</sup> Reading  
(Amending Chapter 6 and Article IX  
Johnstown Municipal Code)  
(Liquor Licensing)  
(Assigning Administrative Functions to  
Town Clerk)**
- **Resolution No. 2017-08  
(Approving Final Plat –Thompson River  
Ranch Filing No. 6)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 1, 2017

**ITEM NUMBER:** 6A-C

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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

- A) Council Meeting Minutes – April 17, 2017
- B) **\*2<sup>nd</sup> Reading** – Ordinance No. 2017-146, An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article IX, Liquor Licensing, Establishing Liquor License Regulations and Assigning Administrative Functions to the Town Clerk
- C) **\*\* Resolution No. 2017-08, Approving the Final Plat for Thompson River Ranch Filing No. 6, A Subdivision Located in the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 6.18 Acres**

**\*\* The attached Resolution merely memorializes the action of the Town Council which approved the final plat for Thompson River Ranch Filing No. 6 on February 22, 2017.**

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

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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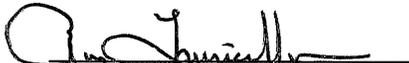
**SUGGESTED MOTION:**

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

**For Denial:**

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**Reviewed:**

  
Town Manager

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, April 17, 2017 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Davis, Lebsack, Mellon, Mitchell, Molinar Jr. and Young

Also present: Avi Rocklin, Town Attorney, Roy Lauricello, Town Manager, John Franklin, Town Planner, Brian Phillips, Police Chief and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Consent Agenda

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

- April 3, 2017 Council Meeting Minutes
- Payment of Bills
- March Financial Statements
- Resolution No. 2017-08, Approving a Use by Special Review for Drilling of Oil and Gas Wells and Construction of a Tank Battery/Production Facility on Property Known as Johnsons Corner 35F Pad for Extraction Oil and Gas, LLC on a Parcel of Land Located in the Southwest Quarter of the Northeast Quarter of Section 35, Township 5 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, Weld County, State of Colorado

Motion carried with a unanimous vote.

New Business

A. Public Hearing – New Retail Liquor Store License for Coral Bay Wine & Spirits, Inc. – This is a request for a new retail liquor store to be located at 4896 Larimer Parkway. The Council acts as the local licensing authority.

Mayor James opened the Public Hearing at 7:13 p.m. Having no public comments the hearing was closed at 7:14 p.m.

Councilmember Lebsack made a motion seconded by Councilmember Young to approve the issuance of a Retail Liquor Store License for Coral Bay Wine & Spirits subject to architectural drawings that were submitted. Motion carried with a unanimous vote.

B. Public Hearing – Thompson River Ranch PUD, Amendment to Design Guidelines and Preliminary Development Plan – This is a request from Oakwood Homes for approval of an

amendment to the Thompson River Ranch Design Guidelines and an amended Preliminary PUD Development Plan. The amendment to the Guidelines add a “Carriage House” cluster-style single family dwelling. The amendment to the overall Preliminary PUD Development Plan involves general changes to the roads layout and land uses including a revised layout for the proposed school site, the inclusion of developed Filings 3&4 and removal of residential north of the Low Point Treatment Plant, and open space areas near High Plains Blvd. The amendment also proposes to locate the Carriage House dwellings in the Commercial/Mixed-Use areas closest to I-25, and near High Plains Blvd. (LCR 3).

Mayor James opened the Public Hearing at 7:16 p.m. After hearing from the applicant and numerous residents of Thompson River Ranch subdivision Mayor James closed the Public Hearing at 8:15 p.m.

A motion was made by Councilmember Lebsack and seconded by Councilmember Mitchell to approve the Thompson River Ranch PUD, Amendment to Design Guidelines and Preliminary Development Plan. Motion carried with a unanimous vote.

Public Hearing – Ordinance No. 2017-146, An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article IX, Liquor Licensing, Establishing Liquor Licensing Regulations and Assigning Administrative Functions to the Town Clerk – This ordinance delegates authority to the Town Clerk to review liquor license renewals; changes in shareholders, directors and trade names; changes in the registered manager, modification of premises; issuance of special event permits; issuance of temporary permits; and issuance of tasting permits. Town Council would retain the ability to review new liquor licensing applications and transfers of ownership.

Mayor James opened the Public Hearing at 8:37 p.m. and having no public comments closed the hearing at 8:48 p.m.

Councilmember Mitchell made a motion seconded by Councilmember Young to approve Ordinance No. 2017-146, an Ordinance Amending Chapter 6 of the Johnstown Municipal Code to include Article IX, Liquor Licensing, Establishing Liquor Licensing Regulations and Assigning Administrative Functions to the Town Clerk. Motion carried with a unanimous vote.

D. Consider Appointment to Planning and Zoning Commission – Councilmember Young made a motion seconded by Councilmember Lebsack to appoint Mr. Cody Geisendorfer to the Planning and Zoning Commission for a four-year term ending April 17, 2021. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:59 p.m.

Mayor

Town Clerk/Treasurer

**ORDINANCE**

**No. 2017-146**

**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2017 - 146**

**AN ORDINANCE AMENDING CHAPTER 6 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE ARTICLE IX, LIQUOR LICENSING, ESTABLISHING LIQUOR LICENSING REGULATIONS AND ASSIGNING ADMINISTRATIVE FUNCTIONS TO THE TOWN CLERK**

**WHEREAS**, the Town of Johnstown, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

**WHEREAS**, the Town Council acts as the Local Liquor Licensing Authority for the Town of Johnstown, as defined in Section 12-47-103(17), C.R.S., for all purposes under the Colorado Liquor Code, Section 12-47-101, *et seq.*, C.R.S., and for those established by the rules and regulations adopted by the Colorado Liquor Licensing Authority and the Colorado Department of Revenue; and

**WHEREAS**, Town Council seeks to codify certain liquor licensing regulations in the Johnstown Municipal Code for the benefit of liquor licensing applicants, licensees and the citizens of the Town; and

**WHEREAS**, Town Council finds that certain liquor licensing matters may be more efficiently handled administratively by the Town Clerk, who is familiar with the requirements of the law and the applicable procedures, is able to responsibly review and administer liquor licensing matters and is in a position to process applications in a timely manner; and

**WHEREAS**, pursuant to the regulations established hereunder, Town Council retains authority to conduct public hearings as required by the Colorado Liquor Code and as otherwise deemed appropriate and to review matters the Town Clerk determines are better resolved by Town Council; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 6 of the Johnstown Municipal Code to include Article IX, Liquor Licensing, establishing liquor licensing regulations and assigning administrative functions to the Town Clerk.

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

**Section 1.** Chapter 6 of the Johnstown Municipal Code shall be amended to include Article IX, Liquor Licensing, and shall read as follows:

## ARTICLE IX LIQUOR LICENSING

### Sec. 6-171. Local licensing authority.

The Town Council shall be known as the Local Licensing Authority. The Local Licensing Authority shall have all the power and authority granted to local licensing authorities by the state liquor laws.

### Sec. 6-172. Definitions.

As used in this Article, the following words and phrases shall have the following meanings:

*Administrative application* means an application for a local liquor license or permit that may be granted or denied administratively by the Town Clerk pursuant to Section 16-175 of this Article.

*Applicant* means a person or entity applying for a local liquor license or permit.

- a. If an individual, the person making the application.
- b. If a partnership, the partnership and each partner owning ten percent (10%) or more of the partnership.
- c. If a corporation or other legal entity licensed by the Colorado Secretary of State, the corporation and each and every officer, director, manager or stockholder holding ten percent (10%) or more of the stock therein.

*Licensee* means an applicant that has been issued a liquor license pursuant to the state liquor laws.

*Liquor license* means any license or permit required by the state liquor laws.

*State liquor laws* means Title 12, Articles 46, 47 and 48, C.R.S., and the rules and regulations adopted thereunder by the Colorado Liquor Licensing Authority and the Colorado Department of Revenue.

*Town Clerk* means the Town Clerk for the Town or such person as may be assigned by the Town Clerk to perform the functions or duties required under this Article.

### Sec. 6-173. Applicability.

In addition to any state liquor laws, the provisions contained in this Article shall govern matters related to liquor licensing. If any of the provisions contained herein conflict with any provision of the state liquor laws, the state liquor laws shall govern.

### Sec. 6-174. Application for liquor license; fee.

- (a) Applications. All applications for liquor licenses shall be filed with the Town Clerk. The application shall be submitted on the state license application form and shall be filled out and completed in all material details. Incomplete application forms shall be rejected.

(b) Fees.

(1) License fees. At the time of submitting the application, the applicant shall pay a license fee to the Town in the amount set by the state liquor laws.

(2) Application fees. At the time of submitting the application, the applicant shall also pay an application fee to the Town to defray the actual and necessary expenses incurred by the Town to process the application. The amount of the application fee shall be an amount equal to the maximum amount authorized by the state liquor laws, as amended from time to time.

**Sec. 6-175. Administrative application and delegation of authority to Town Clerk.**

(a) Town Clerk Administrative Authority. Subject to the applicant's right of appeal to the Local Licensing Authority, the Town Clerk is authorized to act as the local licensing authority and process and issue the following administrative applications:

- (1) Annual license renewals required by the state liquor laws, provided that the licensee has no pending actions, is not the subject of any official investigation and has not had any adjudicated violations or stipulations within the preceding year;
- (2) Changes in shareholders, officers, directors or trade names of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the applicant is not qualified to hold the respective license;
- (3) Changes in the registered manager of a licensee, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the proposed manager is not qualified to hold the position;
- (4) Modification of premises pursuant to and in compliance with Colorado Liquor Regulation Section 47-302, as amended, provided that any investigation conducted by the Town does not reveal information that may reasonably form the basis of a determination that the premises should not be modified;
- (5) Issuance of special events permits to applicants who have not previously been granted a special event permit pursuant to Article 48 of Title 12, C.R.S., provided that there are no persons filing a written objection to said permit;
- (6) Issuance of temporary permits pursuant to and in compliance with the provisions of Section 12-47-303, C.R.S.; and
- (7) Issuance and renewal of tastings permits as authorized by and pursuant to Article 47, Title 12, C.R.S.

(b) Town Clerk Discretion. In the Town Clerk's discretion, the Town Clerk may refer any licensing determination authorized under Section (a) to the Local Licensing Authority.

(c) Appeals to Local Licensing Authority. Within thirty (30) days of the Town Clerk's final determination of an administrative application, the applicant may file a written appeal to the Local Licensing Authority.

**Sec. 6-176. Local Licensing Authority actions and determinations.**

(a) Public Hearings and Determinations. The Local Licensing Authority shall conduct public hearings as required by the state liquor laws and determine all matters not authorized to be determined pursuant to an administrative application.

(b) Appeals. The Local Licensing Authority shall determine all appeals of administrative applications

(c) Public Notice. The Local Licensing Authority shall cause to be posted and published public notice of any hearing as required by the state liquor laws.

(d) Local Licensing Authority Powers. The Local Licensing Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any matter subject to a public hearing. It shall be unlawful for any person to fail to comply with any subpoena issued by the Local Licensing Authority in the proper conduct of its hearings. The Municipal Court may enforce the subpoenas of the Local Licensing Authority.

(e) Deliberations. The Local Licensing Authority may continue any hearing from time to time as may be required to gather necessary facts and evidence and to permit witnesses to testify. Before entering any decision on any matter before it, the Local Licensing Authority shall consider the facts and evidence adduced as a result of the investigation and adduced during the public hearing.

(f) Decisions. The Local Licensing Authority shall render its decision no later than thirty (30) days following the conclusion of a public hearing.

(g) Written Order. The Town Clerk shall send a written copy of the Local Licensing Authority's decision and the reasons for the decision to the applicant at the address shown on the application, and to any other party in interest upon written request.

**Section 2. Publication and Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Town Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.



**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 17<sup>th</sup> day of April, 2017.

**TOWN OF JOHNSTOWN, COLORADO**

By:   
Diana Seele, Town Clerk

By:   
Scott James, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Scott James, Mayor

# **RESOLUTION**

**No. 2017-08**

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2017-08**

**APPROVING THE FINAL PLAT FOR THOMPSON RIVER RANCH FILING NO. 6, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 6.18 ACRES.**

**WHEREAS**, an application was made to the Town of Johnstown for approval of a Final Plat for Thompson River Ranch Filing No. 6, a subdivision of certain lands located in the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 6.18 acres; and

**WHEREAS**, on February 25, 2015, the Planning and Zoning Commission held a hearing and reviewed the request and recommended that the Town Council approve the Final Plat for Thompson River Ranch Filing No. 6 with certain conditions, which conditions have been satisfied; and

**WHEREAS**, on February 22, 2017, the Town Council held a hearing concerning approval of the Final Plat and, after considering the Planning Commission recommendations, reviewing the file, and conducting such hearing, finds as follows with regard to the Final Plat:

1. The data requirements, design standards and required improvements meet the requirements of the Johnstown Municipal Code Subdivision Regulations.
2. The Final Plat, as submitted, conforms substantially with the Preliminary Plat as approved.

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

**Section 1. Final Plat Approval:** The Final Plat for Thompson River Ranch Filing No. 6, a subdivision located in the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, consisting of approximately 6.18 acres, is hereby approved.

**Section 2. Recording:** The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat and to have it properly recorded at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS \_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

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

By: \_\_\_\_\_  
Scott James, Mayor



**AGENDA ITEM 9A**

**ORDINANCE**

**No. 2017-147**

**(Amending Section 16-242 of Municipal  
Code)**

**(Child Care Centers –Central Business  
District – Use by Right)**

**(\*Public Hearing -1<sup>st</sup> Reading)**

**PUBLIC HEARING PROCEDURE- (\*First Reading) Ordinance No. 2017-147,  
An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to  
Include Child Day Care Centers as a Principal Use Permitted by Right in the  
Central Business District**

1. Open public hearing.
2. Receive information from staff.
3. Ask to hear from anyone who supports the ordinance.
4. Ask to hear from anyone who opposes the ordinance.
5. Close the public hearing.
6. Ask for discussion.
7. Make decision and/or motion from Council.
  - a. Need motion to approve or deny the ordinance.

**(SUGGESTED MOTIONS):**

**For Approval: I move to approve Ordinance No. 2017- 147, An Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Day Care Centers as a Principal Use Permitted by Right in the Central Business District.**

**For Denial: I move to deny approval of Ordinance No. 2017-147**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 1, 2017

**ITEM NUMBER:** 9A

**SUBJECT: \*Public Hearing – (First Reading)** Consider Ordinance No. 2017-147, an Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Day Care Centers as a Principal Use Permitted by Right in the Central Business District

**ACTION PROPOSED:** Approve Ordinance No. 2017-147 on first reading

**PRESENTED BY:** Town Attorney and Town Planner

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**AGENDA ITEM DESCRIPTION:** Chapter 16, Article XIV of the Johnstown Municipal Code establishes the zoning for the Central Business CB District (“CB District”). Section 16-242(1) sets forth the principal uses permitted by right in the CB District. Dr. Steven L. Martin, a property owner in the CB District, requested that the Town include child day care centers as a principal use permitted by right.

On March 8, 2017, the Planning and Zoning Commission held a public hearing and voted to approve the request to include child care centers as a use permitted by right. On April 3, 2017, the Town Council held a public hearing and heard evidence regarding the requested change in zoning. Among other evidence, Town Council was advised that neighboring communities permit child day care centers as a use by right in the downtown areas and that child care is strictly regulated by the State of Colorado.

After considering the evidence, the Town Council voted to permit child day care centers as a principal use permitted by right in the CB District and directed the Town Attorney to prepare an Ordinance.

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**LEGAL ADVICE:** Ordinance No. 2017-147 was prepared by the Town Attorney.

**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Ordinance No. 2017-147 on first reading.

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**SUGGESTED MOTION:**

**For Approval:** I move to approve Ordinance No. 2017 -147, an Ordinance Amending Section 16-242 of the Johnstown Municipal Code to Include Child Day Care Centers as a Principal Use Permitted by Right in the Central Business District.

**For Denial:** I move to deny approval of Ordinance No. 2017-147.

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**Reviewed:**

  
Town Manager

**ORDINANCE**

**No. 2017-147**

**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2017 - 147**

**AN ORDINANCE AMENDING SECTION 16-242 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE CHILD DAY CARE CENTERS AS A PRINCIPAL USE PERMITTED BY RIGHT IN THE CENTRAL BUSINESS DISTRICT**

**WHEREAS**, the Town of Johnstown, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

**WHEREAS**, Chapter 16, Article XIV of the Johnstown Municipal Code establishes the zoning for the Central Business CB District (“CB District”); and

**WHEREAS**, Section 16-242(1) sets forth the principal uses permitted by right in the CB District; and

**WHEREAS**, on January 25, 2017, Dr. Steven L. Martin, a property owner in the CB District, filed a community development application requesting that the Town include child day care centers as a use permitted by right in the CB District; and

**WHEREAS**, on March 8, 2017, the Planning and Zoning Commission held a public hearing and voted to approve the request to include child day care centers as a use permitted by right in the CB District; and

**WHEREAS**, on April 3, 2017, the Town Council held a public hearing and heard evidence regarding the requested change in zoning; and

**WHEREAS**, among other evidence, Town Council was advised that neighboring communities permit child day care centers as a use by right in the downtown areas and that child care centers are strictly regulated by the State of Colorado; and

**WHEREAS**, after considering the evidence, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Section 16-242(1) of the Johnstown Municipal Code to include child day care centers as a principal use permitted by right in the CB District.

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

**Section 1.** Section 16-242(1) of the Johnstown Municipal Code is hereby amended to add Subsection (p) and shall read as follows:

**Sec. 16-242. Use regulations.**

(1) Principal uses permitted by right.

...

p. Child day care center licensed and operated according to state law.

**Section 2. Publication and Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Town Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Scott James, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_ day of \_\_\_\_\_, 2017.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Scott James, Mayor



**AGENDA ITEM 9B**

**PROFESSIONAL  
SERVICES  
AGREEMENT  
(Owner Representation Services)  
(LaCoutoure, Inc.)**

**TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** May 1, 2017

**ITEM NUMBER:** 9B

**SUBJECT:** Consider Professional Services Agreement with LaCoutoure, Inc., for Owner Representation Services for the Johnstown Community Recreation Center

**ACTION PROPOSED:** Approve Professional Services Agreement

**PRESENTED BY:** Town Manager and Councilman Davis

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**AGENDA ITEM DESCRIPTION:** The Town of Johnstown intends to construct a 55,000 – 60,000 ± sq. ft. community recreation center and seeks an owner’s representative to furnish project management services (refer to attached proposal for scope of services). A request for proposal was sent to the following firms:

- RLH Engineering
- Dunakilly
- Project One
- Wember
- Wells Partnership
- Peak Program Value, LLC
- BBH Management Solutions
- LaCoutoure, Inc.

The following firms responded to the Town’s solicitation: 1) Dunakilly 2) Wember 3) LaCoutoure, Inc. 4) Guide Management.

An interview committee comprised of the Town Manager, Town Planner and Councilman Davis reviewed the proposals and agreed to interview Wember and LaCoutoure, Inc. Following the interviews and after checking references, it was the consensus of the committee to recommend the firm of LaCoutoure, Inc. (refer to attached proposal) for owner’s representation services for the Johnstown Community Recreation Center.

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**LEGAL ADVICE:** The attached agreement is the Town’s standard professional services agreement.

**FINANCIAL ADVICE:** According to the proposal, the cost for the owner’s representation services will not exceed **\$184,800**, inclusive of reimbursable expenses. As the services will continue into next year, additional funds will need to be allocated in the 2018 budget.

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**RECOMMENDED ACTION:** Approve professional services agreement.

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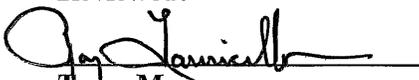
**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the professional services agreement with LaCoutoure, Inc., for owner’s representation services for the Johnstown Community Recreation Center in an amount not to exceed **\$184,800**, and authorize the Mayor to sign the agreement.

**For Denial:** I move to deny approval of the professional services agreement

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**Reviewed:**

  
Town Manager

# **AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_, by and between THE TOWN OF JOHNSTOWN, COLORADO, hereinafter referred to as "Town," and **LaCouture, Inc., a Colorado Corporation**, hereinafter referred to as "Consultant."

**WHEREAS**, the Town needs Owner's representation related to the construction and completion of the Johnstown Community Recreation Center, and;

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

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

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

1. **Scope of Services.** Consultant shall perform professional services as outlined in the Town's Request for Proposal dated March 2017 and Proposal dated April 11, 2017 both of which are attached as Exhibit A.
2. **Term of Agreement.**
  - A. Consultant will proceed with the performance of the services called for in the attached Request for Proposal dated March 2017 and Proposal dated April 11, 2017 both of which are attached as Exhibit A, and shall comply with the requirements of Exhibit B.
  - B. In providing these services, Consultant will work directly with the Town Manager and under his direction.
3. **Compensation.** The Town agrees to pay Consultant the fee as outlined on the attached Exhibit A, an amount not to exceed **\$184,800**. Payment for services will be provided to Consultant within thirty (30) days of Consultant's providing a detailed statement by project to the Town.
4. **General Terms.**
  - A. Consultant agrees to indemnify and hold harmless the Town and its officers, employees and agents from any and all claims, losses, injuries, damages and lawsuits and expenses, including reasonable attorney's fees arising out of or resulting from the negligent acts or omissions of Consultant or its subcontractor in the performance of services as set forth in this Agreement.
  - B. **Modifications.** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing by the parties hereto.

- C. **Independent Contractor.** Consultant and its employees and agents shall be considered for all purposes of this Agreement to be independent contractors and not employees or agents of the Town, and therefore, benefits such as medical, workers compensation, etc., shall not be available to Consultant.
- D. **Non-Appropriation of Funds.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- E. **Neutrality.** The Consultant assures that it will establish safeguards to prohibit its employees, agents, or servants from using this agreement for any purpose which causes or lends itself to create an appearance of impropriety. Said employees, agents, or servants shall not seek any personal benefits of private gain for themselves, their families, or others.

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

- F. **Conflicts of Interest.** During the term of this Agreement, the Consultant shall not perform similar services for persons, firms, or entities which have the potential to create a conflict of interest unless this is disclosed to and approved by the Town in writing.
- G. **Governing Law.** Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.
- H. **Severability.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect, unless such determination is so material as to render the main purpose of this Agreement unworkable.
- I. **Transfer and Assignment.** The Consultant shall not assign or transfer its interest in this Agreement without the written consent of the Town. Any unauthorized assignment or transfer shall render this Agreement null, void, and of no effect as to the Town.

5. **Insurance**

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

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

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

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

LaCouture, Inc.  
Attn: Beau LaCouture  
18020 Bolero Dr.  
Parker, CO 80134

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

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



## EXHIBIT A

### **Request for Proposal (RFP) – Owner’s Representative Services Town of Johnstown, CO March 2017 Johnstown Community Recreation Center**

Approximate construction value of center: \$18,000,000 +/-

The Town of Johnstown has contracted with the architect firm Sink Combs Dethlefs to design a 55,000 - 60,000 +/- square foot Community Recreation Center for the Town of Johnstown, CO. Design services for the Center will begin in March, 2017 and construction anticipated to commence in September 2017, with completion scheduled for late 2018. The Town is not considering LEED Certification, but does want to consider energy savings and sustainable construction methodologies. A CM/GC method will be used for the project. It is the Town’s desire to hire an owner’s representative to assist with ongoing preconstruction services and construction oversight. The Center will be funded by the Town of Johnstown without the issuance of bonds.

Responses to this RFP and inquiries related to it should be sent to:

dseele@townofjohnstown.com

Diana Seele

Town Clerk/Treasurer

Town of Johnstown

PO Box 609

Johnstown, CO 80534

**Deadline:** Response must be received by 2:00 p.m., Friday, March 17, 2017.

The request for proposal does not commit the Town to award a contract or to pay any costs incurred in the preparation of the proposal.

**Screening & Selection:**

RFP’s will be screened by a Town Selection Committee and evaluated based on the Town’s needs with final selection to be made by the Town Council. The highest rated firms may be asked to interview with the Selection Committee prior to final selection. The company selected as owner’s

representative will be chosen on the basis of the apparent greatest benefit to the Town, and will focus in general on the expertise, experience and understanding of the services to be completed.

### **Scope of Work**

The following are general work activities to be included:

#### **1. Master Schedule**

- a. Develop and maintain master project schedule.
- b. Maintain accountability with regard to the master schedule with the general contractor.

#### **2. Master Budget and Payment Approvals**

- a. Develop project budget categories and track from start to completion.
- b. Establish budget amounts for each category and monitor and maintain the budget on behalf of the Town without compromising quality or causing increased maintenance costs.
- c. Provide a monthly budget update to the Town that includes budget, monthly expenditure, total expenditure and balance remaining by category.
- d. Discuss potential budget adjustments with Town and update the master budget as necessary.
- e. Review and approve for Town payment of all invoices related to the project.

#### **3. Overall Coordination**

- a. Coordinate the flow of project information in writing and in person as necessary.
- b. Coordinate regular project meetings, including design, choice of construction materials, schedules, budgets, and construction issues.
- c. Maintain all project records.
- d. Coordinate responses to inquiries about the project from the architect, general contractor, suppliers, Town officials, etc.
- e. Provide monthly written status reports summarizing progress, schedule, budget status, major decisions and scope changes during design, construction and project closure.
- f. Provide contract administration for the CM/GC and owner supplied equipment and furnishings.

#### **4. Preconstruction & Start-up**

- a. Attend design team meetings to discuss and decide design options, choice of construction materials, schedules, budgets and construction and bidding issues.
- b. Lead the value engineering process/LEED sustainable design and provide recommendations to project team.
- c. Assist in site analysis and selection process for location of Center.
- d. Assist in preparation of RFP for CM/GC services, including negotiations for CM/GC and other project contracts and provide recommendation to Town.
- e. Review the construction documents for technical accuracy and constructability without assuming any of the architect's or engineer's liability for design.

- f. Solicit input from the Town to standardize equipment and construction materials in the design and construction process, including integration of the Town's Construction Standards.
- g. Assist with identifying locations for placement of fences, staging areas, construction traffic zones, construction trailers, etc.
- h. Develop and administer RFP's for various professional services, including but not limited to, land surveying, preliminary soils investigation, construction testing, environmental investigations, traffic engineering, possible recreation equipment acquisition, furniture design and acquisition, telephone/data systems acquisition, coordination with all utilities (water, sewer, storm, gas, electric, telephone, cable tv, etc.).

#### **5. Construction Administration**

- a. Coordinate all construction activities.
- b. Administer change orders and request for information.
- c. Make periodic visits to the construction site, at a minimum of, 2 days per week to observe progress and to respond to architect and general contractor questions. Take field notes of general conditions and observations. Take digital photographs of general progress and of key areas that may assist in future maintenance of the facility.
- d. Coordinate the selection, specifications, bidding and installation of owner supplied furnishings.
- e. Coordinate all specialty consultants and contractors which may be needed for the project.

#### **6. Project Completion**

- a. Coordinate the project team for punch list review.
- b. Develop punch lists for project completion and communicate expectations.
- c. Coordinate final inspection and project approval with general contractor. Coordinate owner occupancy with general contractor.
- d. Coordinate the receipt of record documents, "as built" drawings, operation and maintenance manuals, etc. to be provided by the general contractor and others.

### **Response Requirements**

Response should include, but is not limited to the following information:

1. Letter of interest
2. Company background, history and present volume backlog
3. Describe your organizational approach and submit an organization diagram showing key team member(s). Identify the team member(s) that would be involved in the project and include a description of their qualifications and experience.
4. Provide specific information regarding your company's experience and capabilities on similar projects. Provide a list of completed owner's representative services conducted. The list should include the company name, date of service, project budget, final project cost and name of contractor.
5. Describe how you would address the following:
  - a. Coordination of project team
  - b. Value engineering /LEED sustainable design
  - c. Project documentation, meetings and communication
  - d. Cost estimating
  - e. Quality oversight

f. Site visits

g. Punch lists

6. Provide at least three client references (including contact person and phone number) for projects that are similar to the services being requested.

7. Provide 3 architectural and 3 construction firms with whom you have completed projects.

8. Describe any experience working with the LEED design; projects certified, certification levels achieved, lessons learned.

9. Describe any litigation or arbitration within the last five years.

10. Provide your proposed fees for services.

11. Provide a list of any relevant insurance carried by the company for the duration of services, e.g. general liability, workers compensation, professional liability, auto, etc.

12. Provide any additional information that may be beneficial in evaluating your proposal.

## EXHIBIT A

11 April, 2017

Diana Seele  
Town Clerk/Treasurer  
Town of Johnstown  
PO Box 609  
Johnstown, CO 80534

Reference: Johnstown Recreation Center

Dear Mrs. Seele:

Per your request, we have prepared this proposal for consideration.

LaCouture, Inc. in conjunction with Kevin Gibbs proposes to furnish project management services, known as Owner's Representation, throughout the land acquisition, design and construction phases of your project. We are acutely aware of the urgency and the mandate to complete the project by December 31, 2018. This very aggressive schedule will necessitate considerable effort on everyone's part, including us. We have strategized, and the following seems to be a fair approximation of the amount of time involvement we expect on the Johnstown Recreation Center project. Please note that Kevin will be closing his business in May, and has only agreed to spend 40 hours of time on this project.

4 weeks site selection services	65 hours
30 weeks design phase services (fast track)	565 hours
60 weeks of construction phase services	1,120 hours
6 weeks of close-out/move-in/punchlist	135 hours
Kevin Gibbs Consultation	40 hours
	-----
	1,925 hours x \$96 = \$184,800

This hourly rate is inclusive of costs normally billed as "reimbursables" such as mileage, phone and fax charges, etc.

I have attached a Scope of Services that is very similar to what Kevin used with the Town on past projects. I am happy to answer any questions.

We remain available to start immediately as you deem appropriate and I look forward to hearing from you.

Sincerely,

Beau LaCouture, AC, LEED Green Associate  
President  
[beaulacouture@mac.com](mailto:beaulacouture@mac.com)

Attachments: -Proposed Scope of Services  
-RFP Questions Response  
-Project Understanding  
-Project Experience Beau LaCouture

## Proposed Scope of Services

CONSULTANT will provide Owner's Representation and construction coordination services for the successful implementation of the design and construction process for the Johnstown Recreation Center project.

### Start-Up Phase Services:

- Prepare a Request for Proposal to acquire General Contractor services, including the use of Construction Manager/General Contractor (CM/GC) methodology, and including my non-voting participation in selection and interview processes.
- Assist in developing and reviewing the contract for the General Contractor to ensure completeness and appropriate management of risk.
- Prepare a comprehensive project budget.
- Prepare a comprehensive project schedule.

### Design Phase Services:

- Participate in weekly design team meetings as needed.
- Prepare requests for proposals for additional consulting services to include, but are not limited to, surveying, soils testing, material testing, interior furnishings, telephone systems, and security systems.
- Prepare written quality control review of final construction documents.
- Attend appropriate meetings with governmental agencies during the design review process.
- Review the Architect and General Contractor's estimate of construction cost.

### Construction Phase Services:

- Represent the Owner for all construction-related communications.
- Attend weekly jobsite meetings with Contractor & Architect. The Contractor will lead meetings, and Contractor will produce meeting minutes.
- Monitor the movement of documents.
- Observe the project site 1 to 3 times per week for quality and progress.
- Keep a brief record of construction activities.
- Notify the Contractor of any non-conformance with contract documents via telephone, fax, e-mail or personal visit.
- Review and recommend for payment amounts owing to the Architect, Contractor and all other vendors.
- Review and recommend approval of change orders.
- Provide financial and schedule reports to the Owner, based on monthly reports generated by Owner's accounting system.
- Maintain permanent project files.

### Closeout Phase Services:

- Participate in the final inspection of the work.
- Monitor Contractor's completion of "punchlist" repairs identified at time of Substantial Completion punchlist. Owner's Staff to identify, communicate and monitor all warranty repairs, including any additional non-warranty repairs discovered after date of Substantial Completion.
- Coordinate moving of staff into new facilities.
- Advise Owner on resolution of claims and disputes with Architect or Contractor.
- Prepare final report on budget and schedule performance.
- Archive the "as-built" drawings and project files.
- Obtain all operating and maintenance manuals and related closeout materials.
- Participate in 1 year and 2 year warranty inspections.
- Coordinate with the Town and the Contractor to facilitate all warranty items are completed.

## **Project Understanding**

From what we understand, the Project consists of:

Site Evaluation and Selection for the new Johnstown Community Recreation Center building between 50,000 and 60,000 SF. The project will include all necessary on-site sitework including water, sanitary, storm, gas, electric, telephone/cable TV extensions to the building.

We are not anticipating any off-site infrastructure work (off-site grading, paving to the site, utilities to the site) or other infrastructure work not specifically related to the recreation facility itself (e.g. outdoor water park, etc). We are not anticipating any hazardous materials issues with the site that is selected (former underground fuel storage, former garbage dump, etc.). We are not anticipating a site that requires excessive earthwork (major hills, valleys, ravines, etc).

The Town expects to have the building open to the public by 12/31/2018.

We understand the Town has contracted with Sink-Combs-Dethlefs for complete design services, which will include Site Selection, Programming, Design, and Contract Administration phases.

We understand the Town will pursue a negotiated Construction Manager/General Contractor (CM/GC) project delivery method. We would participate in that selection process to the fullest extent the Town deems appropriate.

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

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

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

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

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

**IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.**



**AGENDA ITEM 9C**

**2017  
THREE MILE  
PLAN**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** May 1, 2017

**ITEM NUMBER:** 9C

**SUBJECT:** Consider 2017 Three Mile Plan

**ACTION PROPOSED:** Approve 2017 Three Mile Plan

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

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**AGENDA ITEM DESCRIPTION:** Section 31-12-105(1)(e) of the Colorado Revised Statutes limits annexations by municipalities by stating that no annexation may take place, which would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year. This section of the statutes also requires that, prior to the completion of any annexation within this three-mile range, the municipality shall have in place a plan for that three-mile wide area, which generally describes such elements as streets, waterways, utilities, parks, land uses, etc. for the area. This "Three Mile Plan" must be updated at least once each year.

Other than meeting the annexation requirement, the Three-Mile Plan has no unique value to the Town, because of the various master plans the Town has adopted and maintained for land use and infrastructure in the Johnstown Planning Area.

On April 12, 2017 the Planning and Zoning Commission voted unanimously to recommend approval of the 2017 Three Mile Plan.

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**LEGAL ADVICE:** N/A

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** The Planning and Zoning Commission recommends approval of the 2017 Three Mile Plan.

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the 2017 Three Mile Plan.

**For Denial:** I move to deny approval of the 2017 Three Mile Plan.

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**Reviewed:**

  
Town Manager

