

TOWN COUNCIL

MEETING

PACKET

January 7, 2019



Town Council

Agenda
Monday, January 7, 2019
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM



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

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

SWEAR IN MAYOR GARY LEBSACK

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

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

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting Minutes – December 17, 2019
 - B) Consider Designation of Public Posting Places
 - C) Resolution 2019-01 – Approving the Preliminary Plat Amendment No. 1 for the Villages at Johnstown, Located in a Portion of the North Half of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer State of Colorado, Consisting of Approximately 246 Acres
 - D) Resolution 2019-02 – Approving Amendments to the Villages At Johnstown Performance Standards
 - E) Resolution 2019-03 – Approving the Final Amended Plat of Tract D, Corbett Glenn Filing 4, A Re-Subdivision of Outlot D and Lot 4 Block 5
- 7) **TOWN MANAGER REPORT**
- 8) **TOWN ATTORNEY REPORT**
- 9) **OLD BUSINESS**
- 10) **NEW BUSINESS**
 - A) Appointment of Mayor Pro Tem
 - B) **Public Hearing** –(First Reading) First Amendment to the IGA between Town of Johnstown and Weld County Reorganized School District RE5-J
 - C) Agreement with Pro Code

11) **EXECUTIVE SESSION**

For a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S., Section 24-6-402(4)(b) relating to Thompson Crossing Metro District No. 1

11) **COUNCIL REPORTS AND COMMENTS**

12) **MAYOR'S COMMENTS**



NOTICE OF ACCOMODATION

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

AGENDA ITEM 6A-E

CONSENT

AGENDA

- **Council Minutes – December 17, 2018**
 - **Designation of Public Posting Places**
- **Resolution 2019-01- Approving Preliminary Plat Amendment No. 1 for Villages at Johnstown**
- **Resolution 2019-02 – Approving Amendments to the Villages at Johnstown Performance Standards**
- **Resolution 2019-03 – Approving the Final Amended Plat of Tract D, Corbett Glenn Filing 4, A Re-subdivision of Outlot D and Lot 4 Block 5**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 7, 2019

ITEM NUMBER: 6A-E

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Meeting Minutes – December 17, 2018
- B) *Consider Designation of Public Posting Places
- C) **Resolution 2019-01- Approving Preliminary Plat Amendment No. 1 for the Villages at Johnstown
- D)***Resolution 2019-02 – Approving Amendments to the Villages At Johnstown Performance Standards
- E)****Resolution 2019-03 –Approving the Final Amended Plat of Tract D, Corbett Glenn Filing 4, A Re-Subdivision of Outlot D and Lot 4 Block 5

*Colorado Revised Statutes (C.R.S) 24-6-402(c) (Meetings-Open to Public) states in part: Any meeting at which the adoption of any proposed policy, position, resolution, regulation or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to holding the meeting. **The public place for posting such notice shall be designated annually at the local public body’s first regular meeting of each calendar year. The front entryway of the Johnstown Town Hall has been designated as a public notice posting area.**

** On December 3, 2018, based on an application submitted by J-25 Land Holdings, LLC and after a public hearing, Town Council approved the Preliminary Plat Amendment No. 1 for the Villages at Johnstown. Attached is the resolution recognizing approval of the Preliminary Plat Amendment No. 1 and requiring the developer to work with Town staff to satisfy the Planning and Zoning Commission’s conditions prior to submission of the first final plat for the development.

***On December 3, 2018, based on an application submitted by J-25 Land Holdings, LLC and after a public hearing, Town Council approved the Villages at Johnstown Performance Standards as amended in the document dated September 18, 2018. Attached is the resolution recognizing approval of the amended Performance Standards.

****On December 17, 2019 an application was submitted for approval of a final resubdivision plat for a parcel of land located north of Ballentine Blvd and south of Dunbar Way. The attached resolution memorializes the decision of the Town Council.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, December 17, 2018 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 Lebsack, Lemasters, Tallent and Young

Those absent were: Councilmembers Mellon and Molinar Jr.

Also present: Matt LeCerf, Interim Town Manager, Avi Rocklin, Town Attorney, Chief Brian Phillips, John Franklin, Town Planner and Diana Seele, Town Clerk/Treasurer

Agenda Approval

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

Consent Agenda

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

- December 3, 2018 Town Council Meeting Minutes
- Payment of Bills
- November Financial Statements
- Water and Sewer Service Agreement – Lazy Dog Erie, LLC
- Water and Sewer Service Agreement – In-Line Shops
- Resolution 2018-23, A Resolution Adopting a Purchasing & Surplus Policy; Superseding Resolution Nos. 98-9, 2002-10, 2003-01 and 2011-04, Superseding Resolution no. 2017-10 to the Extent of a Conflict

Motion carried with a unanimous vote.

Town Manager Report

Interim Manager Matt LeCerf shared letters submitted by Town Attorney Avi Rocklin and Prosecuting Attorney William Hughes requesting an increase in their hourly rates. Council agreed to honor their requests effective January 1, 2019.

New Business

A. Public Hearing – Resubdivision of Outlot D, Corbett Glen Filing No. 4 – The applicant Twin Silos, LLC submitted a request for approval of a final resubdivision plat for a parcel of land located north of Ballentine Blvd. and south of Dunbar Way. The resubdivision plat consists of a lot line adjustment for Lot 4, Block 5 and creation of 6 single family lots. Outlot D was approved as open space due to an existing oil and gas well and Town-required buffer area. The well was abandoned and capped in accordance with Colorado Oil and Gas Conservation Commission rules. The property is included in the

existing water and sewer service agreement. Public improvements, including water sewer curb/gutter/sidewalk and streets are substantially complete to serve the lots.

Mayor James opened the Public Hearing at 7:07 p.m. The applicant, Mr. Graham Dewitt answered questions from Council. Having no public comments the hearing closed at 7:15 p.m.

Councilmember Lemasters made a motion seconded by Councilmember Young to approve the Resubdivision of Outlot D and Lot 4, Block 5, Corbett Glen Filing No. 4 – Final Plat. Motion carried with a unanimous vote.

B. Consider an Agreement with RG & Associates for Planning and Development Services – The Town currently has a standing agreement with RG & Associates for Planning and Development Review Services when the Town Planner has multiple projects running concurrently and the workload is such that the resources available do not permit for plan and development review to be completed in a reasonable and timely manner. Due to the retirement of the town's planner, John Franklin and the vacancy that will be left until a replacement is hired, there is a need to increase the services the town is currently receiving from RG & Associates on an interim basis. The amendment will provide for an increase in planning and development services for the Town from RG & Associates. Councilmember Tallent made a motion seconded by Councilmember Lemasters to approve the Agreement for planning and development review services as presented with RG & Associates and authorize the Mayor to sign it. Motion carried with a unanimous vote.

C. Discussion of Infrastructure Investment – Interim Town Manager Matt LeCerf shared a letter sent to the Town by a representative of the J-25 Holdings, LLC, to possibly participate in the cost of installing the regional sewer line to the Low Point Treatment Facility. The initial purpose of this agenda item is to provide Council with information and possibly schedule a work session to discuss further. Council agreed a work session with council, staff and stakeholders be scheduled after the first of the year.

D. Recognition of John Franklin, Town Planner who will be retiring December 31, 2018. Mayor Scott James presented John with a plaque and thanked him for his dedication and years of service to the Johnstown community.

E. Recognition of Mayor Scott James, for his dedication and years of service to the Johnstown community. Mayor James was elected to serve as a Weld County Commissioner and he will be sworn into his new role on January 2, 2019. Mayor Pro-Tem Gary Lebsack presented him with a plaque and coat.

There being no further business to come before Council the meeting adjourned at 7:45 p.m. with a unanimous vote.

Mayor

Town Clerk

RESOLUTION

No. 2019-01

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-01**

APPROVING THE PRELIMINARY PLAT AMENDMENT NO. 1 FOR THE VILLAGES AT JOHNSTOWN, LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 27 AND A PORTION OF THE NORTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 246 ACRES.

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company, submitted an application to the Town of Johnstown for approval of the Preliminary Plat for the Villages at Johnstown, located in a portion of the Northeast Quarter of Section 27 and a portion of the North Half of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 246 acres; and

WHEREAS, on October 24, 2018, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Preliminary Plat for The Villages at Johnstown with the following conditions:

1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies be resolved with the first final plat for the development and/or addressed as special development provisions in the public improvement development agreement(s);
2. During final plat review, the developer work with the Town to confirm sewer capacity at the Low Point Wastewater Treatment Plant;
3. Street names be finalized by the developer and approved by the Town staff prior to submittal of the first final plat for the development; and
4. Public comments regarding traffic and streets, in particular along Larimer County Road 3E, be considered.

WHEREAS, on December 3, 2018, the Town Council held a public hearing concerning approval of the Preliminary Plat Amendment No. 1 and, after considering the Planning and Zoning Commission's recommendations, reviewing the file and conducting such hearing, found that the Preliminary Plat Amendment No. 1 met the data requirements and design standards of the Johnstown Municipal Code Subdivision Regulations for preliminary approval.

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

Section 1. Preliminary Plat Approval: The Preliminary Plat for the Villages at Johnstown, located in a portion of the Northeast Quarter of Section 27 and a portion of the North Half of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 246 acres, attached hereto and incorporated herein by reference at **Exhibit A**, is hereby approved.

Section 2. Planning and Zoning Commission's Conditions of Approval: The developer shall endeavor to satisfy the Planning and Zoning Commission's conditions of approval during Town staff review of the first final plat for the development.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat and have it properly recorded at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 7th day of January, 2019.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

RESOLUTION

No. 2019-02

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-02

APPROVING AMENDMENTS TO THE VILLAGES
AT JOHNSTOWN PERFORMANCE STANDARDS

WHEREAS, J-25 Land Holdings, LLC, a Delaware limited liability company, submitted an application to the Town of Johnstown for approval of the Preliminary Plat Amendment No. 1 for the Villages at Johnstown, located in a portion of the Northeast Quarter of Section 27 and a portion of the North Half of Section 26, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, consisting of approximately 246 acres; and

WHEREAS, contemporaneously with the application for approval of the Preliminary Plat Amendment No. 1, J-25 Land Holdings, LLC submitted an application for approval of amendments to the Villages at Johnstown Performance Standards, which were originally approved in 2005; and

WHEREAS, the proposed amendments to the Villages at Johnstown Performance Standards are contained in a document dated September 18, 2018; and

WHEREAS, on October 24, 2018, the Planning and Zoning Commission held a public hearing, and, upon review, recommended approval of the amendments to the Villages at Johnstown Performance Standards; and

WHEREAS, on December 3, 2018, the Town Council held a public hearing concerning the requested amendments to the Villages at Johnstown Performance Standards and, after considering the Planning and Zoning Commission's recommendations, reviewing the file and conducting such hearing, found that the proposed amendments to the Villages at Johnstown Performance Standards are reasonable, proper and in the best interests of the Town.

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

Section 1. The Villages at Johnstown Performance Standards are hereby amended in the manner and form contained in the document dated September 18, 2018.

Section 2. This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 7th day of January, 2019.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

RESOLUTION

No. 2019-03

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-03

APPROVING THE FINAL AMENDED PLAT OF TRACT D, CORBETT GLEN FILING 4, A RE-SUBDIVISION OF OUTLOT D AND LOT 4 BLOCK 5 OF CORBETT GLEN FOURTH FILING, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

WHEREAS, Twin Silos, LLC, a Colorado limited liability company, and Penny and Scott Hayward, individuals residing at 344 Celtic Road, Johnstown, CO 80524, submitted applications to the Town of Johnstown for approval of the Final Amended Plat of Tract D, Corbett Glen Filing 4, a re-subdivision of Outlot D and Lot 4 Block 5 of Corbet Glen Fourth Filing, located in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 72,086 square feet (“Final Amended Plat”); and

WHEREAS, on November 14, 2018, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Final Amended Plat with conditions, which conditions have been satisfied; and

WHEREAS, on December 17, 2018, the Town Council held a public hearing concerning approval of the Final Amended Plat and, after considering the Planning and Zoning Commission’s recommendations, reviewing the file and conducting such hearing, found that the Final Amended Plat met the data requirements and design standards of the Johnstown Municipal Code Subdivision Regulations for preliminary approval.

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

Section 1: The Final Amended Plat of Tract D, Corbett Glen Filing 4, a re-subdivision of Outlot D and Lot 4 Block 5 of Corbet Glen Fourth Filing, located in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, attached hereto and incorporated herein by reference at **Exhibit A**, is hereby approved, subject to the condition set forth in Section 2.

Section 2: Prior to development of the property associated with the Final Amended Plat, Twin Silos, LLC shall execute a water and sewer service agreement with the Town of Johnstown.

Section 3: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 7th day of January, 2019.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

AGENDA ITEM 7

TOWN MANAGER

REPORT

TOWN OF JOHNSTOWN
MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: January 7, 2019

CC: Town Staff
Local Media

SUBJECT: Departmental Report

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

- 01/07/2019 – Regular Town Council Meeting
 - 01/14/2019 – Town Council Applicant Interviews (5:30 PM)
 - 01/15/2019 – Town Council Applicant Interviews (5:30 PM – if necessary)
 - 01/21/2019 – Regular Town Council Meeting
 - 01/28/2019 – Work Session – Infrastructure (6:30 PM)
-

Police Department

Training:

- *CPR Training* – The entire police department was recertified in both first aid and CPR
- *FTO Programming* – New hire-Officer Hawkins started phase 1 of the Field Training Officer (FTO) program.

Community Policing, Outreach & Miscellaneous Items:

- *Staffing* – The Police Department is currently working towards being fully staffed. We are still currently down 4 officers, one which is a detective position.
- *Evidence Audit* – Commander Sanchez, Lieutenant Oglesby and Ashley Vetter conducted a complete evidence audit/inventory of the property room. This task was completed in 6 hours, which is far less than the normal 2days it usually takes thanks to new tracking and submission techniques that began last year. All items were accounted for.
- *Police Department Annual Dinner/Awards* – December 12th 2018, JPD hosted its annual Christmas dinner/awards program where Officer Yuri Thomas was named as JPD's Officer of the year, the award was accepted by his wife Nola.

- *Sex Compliance Checks* – Throughout the month of December, JPD conducted sex offender compliance checks. A listing of all sex offenders in Johnstown can be found at: <https://apps.colorado.gov/apps/dps/sor/index.jsf>.
- *Santa Cops Program* – JPD’s “Santa Cops” program presented Christmas gifts for 91 kids this holiday season.

December 2018 Monthly Statistics

Activity	December 2017	December 2018	% change	2017 YTD totals	2018 YTD totals	YTD % change
Arrests (charges filed)	31	35	+12%	266	547	+106%
Tickets issued	100	85	-15%	1765	1581	-10%
Incident reports	100	121	+21%	1384	1523	+10%

Administration

- *Finance Director* – The Town has hired Mitzi McCoy as the new Finance Director. She will begin her responsibilities with the Town not later than February 5. We are excited to have her onboard, move the organization forward, and build on the successes already achieved in the financial aspects and condition of the Town.
- *Johnstown Housing Authority (JHA) Meeting* – Matt met with members of the JHA and Dennis Read, Executive Director for the JHA. The meeting provided a great overview of the housing authority and what they do for their direct residents and the community. In the first quarter, we plan to have a work session with the JHA to discuss opportunities and challenges that face the organization and how we can partner together for community success.
- *High Plains Parkway* – Staff is continuing to work with CDOT and other area local governments including Weld County, Mead, Berthoud, and Larimer County on the preferred and most cost effective road alignment for High Plains Parkway. CDOT plans on coordinating these efforts and working on the preliminary design of this roadway.

Planning Department

- *Planning and Development Director Vacancy* – Staff has completed review of the applicants for the vacancy as a result of John Franklin’s well-deserved retirement. Applicants will be interviewed during the weeks of January 7th and 14th based on scheduling and their availability. A meet and greet will also be shortly after the interviews to provide for the Council and Staff to ask the questions and planning philosophy and approach of the applicants. This critical position is designed to work in partnership and develop meaningful relationships with our current residents, prospective businesses and the development community.

- *RG & Associates* – As approved, RG & Associates a planning, engineering and design firm will be coordinating planning & development activities for the Town while we continue forward with replacement of the position. They will have in-office hours on Thursday's from 9:30 a.m. – 4 p.m. and can be reached via email and phone as well when not in the office.

Public Works Department

Streets, Storm water & Parks

- *Crack sealing* – Crews continue crack sealing in Pioneer Ridge as weather and conditions cooperate for the application.
- *Stormwater Maintenance* – Crews have completed the cleaning of the containment pond a Rolling Hills Park. This will help to ensure positive drainage in the area as the storm water discharges into the pond. The department also had a 6” pipe between Rocksberry and Carlson Subdivisions installed to direct water to the ditch more effectively. Previously we were having algae growth occur near and in the roadway due to storm water runoff.

Water & Wastewater

- *DAF Saturator* – The Council may recall that they approved in August 2018, the purchase of a DAF Saturator from Xylem, LLC. The unit which was ordered is delayed until approximately March 2019. To date only 10% of the cost has been paid and funds were not rolled over into 2019. Accordingly, we will need to do a budget amendment and appropriate the funds for this into 2019. We will do this at the same budget amendment for the increase in assessments from the Home Supply Ditch Company. The planned amendments will be for \$52,816 and about \$16,000 for the DAF saturator and Home Supply assessments respectively.
- *Hydrant Upgrade* – The Council will recall during October discussions related to the need to improve some of our fire hydrants in the downtown area. We have completed one and will be working on 2 more in the next 30 days dependent on weather. After these are completed we will have 2 remaining hydrants to fix that will require additional appropriations.
- *Water Plant Piping* – The water plant piping project is ready to be bid. The bids will be considered by the Council upon review by staff with a recommendation to the Council. This project needs to be completed by end of March prior to the heavy water usage begins at the plant. In the interim we will be utilizing the interconnects with other water treatment facilities to provide adequate water to our community.
- *Fan Press* – The Town has received the fan press for the Low Point WWTP. Training for the unit is tentatively planned for 4 days next week. This unit will help to reduce the total volume transported to the Central WWTP and the lagoon system. The focus of the fan press is to press the water out of the solids.
- *Water Break* – Staff and an outside contractor repaired a water break at 208 North Estes just in front of Roosevelt High School. The outage which lasted about 3-4 hours impacted about 6 residential properties which we communicated with directly to answer questions and provide updates as requested.

AGENDA ITEM 10A

**APPOINTMENT OF
MAYOR PRO TEM**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 7, 2019

ITEM NUMBER: 10A

SUBJECT: Appointment of Mayor Pro tem

ACTION PROPOSED: Appoint Mayor Pro tem

PRESENTED BY: Town Clerk

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

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

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Appoint Mayor Pro Tem

SUGGESTED MOTION:

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

Reviewed:

Town Manager

AGENDA ITEM 10B

PUBLIC HEARING

**(First Amendment to
The Intergovernmental Agreement
Between the Town of Johnstown
And Weld County Reorganized School
District RE-5J)**

PUBLIC HEARING PROCEDURE –

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

(SUGGESTED MOTIONS):

For Approval:

I move to approve the IGA with Weld County Reorganized RE-5J School District as presented.

For Denial:

I move to deny approval of the IGA with Weld County Reorganized RE-5J School District as presented.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 7, 2019

ITEM NUMBER: 10B

SUBJECT: Weld County Reorganized School District RE-5J Cash In Lieu Fees

ACTION PROPOSED: **Public Hearing (First Reading)** – First Amendment to the Intergovernmental Agreement (IGA) Between Town of Johnstown and Weld County Reorganized School District RE-5J

ATTACHEMENTS: 1. Intergovernmental Agreement with Exhibits A & B
2. Correspondence and Analysis from RE-5J of Cash in Lieu Fees

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION: On Monday November 19, 2019, Council was provided with the information related to a recently updated cash in lieu commissioned by and for the Johnstown-Milliken RE-5J School District. Our current IGA with RE-5J provides for regular updates to the impact fee based on verified information. Based on the recent review by their consultant, RE-5J is requesting an increase in the cash in lieu fee schedule as more clearly described in the table below:

Unit Type	Current Cash in Lieu Fee	Proposed Cash in Lieu Fee
Single Family Detached	\$750.00	\$924.00
Single Family Attached (Per Unit)	\$750.00	\$353.00
Multifamily (Per Unit)	\$750.00	\$613.00
Mobile Home	\$750.00	\$1530.00

As part of approval of the updated cash in lieu fees a public hearing is required which is set for this evening. Formal consideration by the Council will take place at the next meeting scheduled for Wednesday January 23, 2019 (due to the holiday). The proposed amendment to the Intergovernmental Agreement (IGA) is attached and incorporates the change in the methodology based on Exhibits A and B. It also includes as requested by the District, an update to the address of correspondence between the two parties

In compliance with our IGA with Berthoud, we have notified their Town Counsel regarding this fee change. It is also worth noting as part of this item, that the Town of Milliken adopted the new fee schedule proposed by RE-5J District for cash in lieu fee in December 2018. Adoption would provide for uniform application across the District.

LEGAL ADVICE: The IGA was drafted by the Town Attorney.

FINANCIAL ADVICE: Fees assessed while collected by the Town will be remitted directly to the District.

RECOMMENDED ACTION: Approve the Cash in Lieu fee to provide uniform application of the cash in lieu fee schedule.

SUGGESTED MOTIONS: NOT UNTIL JANUARY 23, 2019

For Approval: I move to approve the IGA with Weld County Reorganized RE-5J School District as presented.

For Denial: I move to deny approval of the IGA with Weld County Reorganized RE-5J School District as presented.

Reviewed:

Town Manager

INTERGOVERNMENTAL AGREEMENT

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
TOWN OF JOHNSTOWN AND WELD COUNTY REORGANIZED SCHOOL DISTRICT RE-5J
CONCERNING ANNEXATIONS AND SCHOOL SITE DEDICATION
OR PAYMENTS IN LIEU FOR SCHOOL SITE PURPOSES

This First Amendment to Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes (“First Amendment”) between the Town of Johnstown, a Colorado home rule municipality (“Town”), and the Weld County Reorganized School District RE-5J, a political subdivision of the State of Colorado (“School District”) (collectively, the “Parties”), is executed this ____ day of _____, 2019.

RECITALS

WHEREAS, on or about January 1, 1999, the Parties entered into an Intergovernmental Agreement Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes (“Agreement”); and

WHEREAS, pursuant to the Agreement, the Town agreed, except in limited circumstances, to collect cash payments from certain developers in lieu of requiring such developers to dedicate land for school sites; and

WHEREAS, the amount of the cash in lieu payments was based on agreed-upon School Planning Standards and School District Methodology, as the terms are defined in Agreement and set forth on Exhibits A and B attached thereto; and

WHEREAS, the Agreement provides that the cash in lieu payments should be reviewed periodically and adjusted when appropriate; and

WHEREAS, the Agreement further provides that, before revising cash in lieu payments based on a change in the School Planning Standards or School District Methodology, the Town shall hold a public hearing; and

WHEREAS, the School District is requesting that the Town agree to an increase in the amount of the cash in lieu payments to accommodate the increased market values and costs associated with development of school sites; and

WHEREAS, the School District’s request reflects a change in the School Planning Standards and School District Methodology by differentiating between, and seeking different cash in lieu payments for, single-family detached, single-family attached, multifamily and mobile homes; and

WHEREAS, the Town held a public hearing related to the School District’s request on January 7, 2019; and

WHEREAS, after review of the Agreement and the evidence presented at the public hearing, the Town desires to enter into this First Amendment and approve the School District’s request to increase the cash-lieu payments; and

WHEREAS, the Town finds that this First Amendment is in the best interests of the citizens of the Town of Johnstown.

AGREEMENT

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

1. Recitals. The Recitals are incorporated herein and shall be deemed to be terms of this First Amendment as if fully set forth herein.

2. Terms. Unless otherwise defined or set forth herein, the terms of this First Amendment shall have the meaning set forth in the Agreement.

3. School Planning Standards and School District Methodology. The School Planning Standards, attached hereto and incorporated herein by reference as Exhibit A, and School District Methodology, attached hereto and incorporated herein by reference as Exhibit B, are hereby adopted. Exhibit A and Exhibit B shall replace and supersede the exhibits attached to the Agreement.

4. Notice. Paragraph 10(c) of the Agreement provides the location and manner in which notice shall be provided to each party. Notice to the School District as set forth therein shall hereinafter be provided to:

Weld County School District RE-5J
110 South Centennial Drive, Suite A
Milliken, CO 80543

5. Headings. The paragraph headings are for the convenience and reference of the Parties and are not intended to define or limit the scope or intent of this First Amendment.

6. Remaining Terms of Agreement. Except as expressly modified herein, the remaining provisions of the Agreement shall remain in full force and effect.

DONE AND DATED this ____ day of _____, 2019.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

WELD COUNTY REORGANIZED SCHOOL
DISTRICT RE-5J

ATTEST:

By: _____
_____, Secretary

By: _____
_____, Board of Education President

EXHIBIT A

WELD COUNTY SCHOOL DISTRICT RE-5J
Johnstown/Milliken, Colorado



School District Planning Standards

	Single Family <u>Detached</u>	Single Family <u>Attached</u>	<u>Multifamily</u>	Mobile <u>Homes</u>
i. Student Yields				
Elementary School	0.301	0.106	0.187	0.469
Middle School	0.148	0.053	0.091	0.224
High School	0.170	0.071	0.123	0.306
ii. School Facility Enrollment Capacities				
Elementary School	640			
Middle School	930			
High School	975			
iii. School Site Acreage Requirements				
Elementary School	10			
Middle School	23			
High School	40			
iv. Developed Land Value per Acre				
\$60,130				

Revised 10/17/2018 based on information provided by Strategic Resources West



EXHIBIT B

WELD COUNTY SCHOOL DISTRICT RE-5J
Johnstown/Milliken, Colorado

School District Methodology

Based on the School District Planning Standards, contained in Exhibit A, calculation of land dedication or in-lieu payments uses the following procedures:

	<u>Student Yield</u>	<u>Acres per Student Capacity</u>	<u>Acres Required per Housing Unit</u>	<u>Per Acre Value</u>	<u>Cash in Lieu Amount Per Unit</u>
Single Family Detached					
Elementary	0.301	0.05	0.0047	\$ 60,130	\$ 283
Middle	0.148	0.02	0.0037	\$ 60,130	221
High School	0.170	0.02	0.0070	\$ 60,130	420
Total	0.619		0.0154		\$ 924
Single Family Attached					
Elementary	0.106	0.02	0.0017	\$ 60,130	\$ 100
Middle	0.053	0.01	0.0013	\$ 60,130	79
High School	0.071	0.01	0.0029	\$ 60,130	174
Total	0.230		0.0059		\$ 353
Multi Family					
Elementary	0.187	0.03	0.0029	\$ 60,130	\$ 175
Middle	0.091	0.01	0.0022	\$ 60,130	135
High School	0.123	0.01	0.0051	\$ 60,130	303
Total	0.401		0.0102		\$ 613
Mobile Home					
Elementary	0.469	0.07	0.0073	\$ 60,130	\$ 441
Middle	0.224	0.02	0.0056	\$ 60,130	334
High School	0.306	0.03	0.0125	\$ 60,130	755
Total	0.999		0.0254		\$ 1,530

Revised 10/17/2018 based on information provided by Strategic Resources West

CORRESPONDENCE AND ANALYSIS



Weld County School District RE-5J
110 S. Centennial Drive, Suite A
Milliken, Co. 80543

October 23, 2018

To: Roy Lauricello, Town Administrator, Town of Johnstown
Cc: Leslie Arnold, Superintendent
From: Becky Samborski, Chief Financial Officer
Re: Revision of Current Intergovernmental Agreement

On October 17, 2018, the Weld RE-5J School Board approved revised school district planning standards and methodology, currently referred to as Exhibits A and B in the intergovernmental agreement. The information from this Board meeting is attached.

In regard to the Intergovernmental Agreement with the Town of Johnstown, the District is requesting a review of the agreement per Section 5.b. Methodology for Assessing In-Lieu Payments. The District contracted with Strategic Resources West to provide updated information for this section of the contract, and the current information is provided.

Also, the address for the school district (page 7) is incorrect. Please update the address as follows:

Weld County School District RE-5J
110 S. Centennial Drive, Suite A
Milliken, Co. 80543

Please let me know if the new rates are approved and if they will take effect January 1, 2019.

If you have questions or need additional information, I may be reached at 970-587-6053 or by email at becky.samborski@weldre5j.org

STRATEGIC RESOURCES WEST, INC.
MEMORANDUM

TO: MS. BECKY SAMBORSKI
FROM: DENNY HILL *DH*
SUBJECT: CASH-IN-LIEU LAND COSTS
DATE: 9/13/2018

The attached page shows the few parcels from the Weld County Assessor's property database in Johnstown and Milliken that we identified in 2004 as similar in size and improvements to that which would be required to accommodate a school. These same properties were updated with the Assessor's Office estimates for 2018. Again, very few commercial or residential properties fit the criteria necessary for a school site, particularly minimum acreage with pertinent data, and were dismissed. Applying the weighted average value per acre of the four largest parcels yielded a per acre value of \$39,660 in 2004 and \$66,130 in 2018 (the smallest site seems to be a statistical outlier on the high value end so is omitted for the calculation). This analysis results in a higher per unit CIL fee for each unit type than in 2004:

<u>Unit Type</u>	<u>Fee Per Unit 2018</u>	<u>Fee Per Unit 2004</u>
SF-d	\$924	\$ 854
SF-a	353	459
Multifamily	613	93
Mobile Home	1530	605

As you are aware, Assessor's data typically lag actual market values by up to 18 months because of the required appraisal process. Thus, the values shown on the next page may be lower than current market values, assuming inflation.

Given the development costs anticipated for a school site and the relatively faster growth in Re-5J, it is likely that land values are a little higher than those applied here and they will escalate faster than in some of the surrounding districts. Thus, it is recommended that these values be reviewed every three years at the least to five years at the most.

Please call if you have any questions or comments.

2004 Values

Acres	ACCTTYPE	LOCCITY	Actual Value Per Acre	Actual Value			Assessed Value		
				Land	Improvmnts	Total	Land	Improvmnts	Total
5.58	Industrial	Johnstown	\$ 88,950	\$ 496,682	\$ 2,200,818	\$ 2,697,500	\$ 102,880	\$ 237,280	\$ 340,160
7.29	Industrial	Milliken	\$ 38,990	284,358	438,429	\$ 722,787	82,460	127,140	209,600
9.97	Industrial	Johnstown	\$ 38,849	387,200	1,751,520	\$ 2,138,720	112,290	507,940	620,230
13.21	Industrial	Johnstown	\$ 39,191	517,642	1,334,122	\$ 1,851,764	150,120	386,900	537,020
20.97	Industrial	Milliken	\$ 40,573	850,645	2,649,355	\$ 3,500,000	246,690	768,310	1,015,000
51.43			\$ 157,603	\$ 2,039,845					
Weighted average (excl. 1st property)			\$	39,660					

2018 Values

Acres	ACCTTYPE	LOCCITY	Actual Value Per Acre	Actual Value			Assessed Value		
				Land	Improvmnts	Total	Land	Improvmnts	Total
5.58	Industrial	Johnstown	\$ 88,950	\$ 496,682	\$ 2,200,818	\$ 2,697,500	\$ 144,040	\$ 638,240	\$ 782,280
7.29	Industrial	Milliken	\$ 74,731	545,019	290,961	\$ 835,980	158,060	84,380	\$ 242,440
9.97	Industrial	Johnstown	\$ 65,557	653,391	4,898,474	\$ 5,551,865	189,480	1,420,560	\$ 1,610,040
13.21	Industrial	Johnstown	\$ 66,133	873,510	5,696,130	\$ 6,569,640	253,320	1,651,880	\$ 1,905,200
20.97	Industrial	Milliken	\$ 48,688	1,020,774	2,967,791	\$ 3,988,565	296,020	860,660	\$ 1,156,680
51.43			\$ 255,109	\$ 3,092,694					
Weighted average (excl. 1st property)			\$	60,130					

Table 1. Sample SF-detached Project -- School District Enrollment and Site Implications

A. Student Generation Estimates

Housing Unit Type by Area	Unit Code	Number of Dwelling Units	ELEMENTARY		MIDDLE		SENIOR HIGH		Total Students
			Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	
Single family - detached	0	100	0.301	30	0.148	15	0.170	17	62
			0.301	-	0.148	-	0.170	-	-
			0.301	-	0.148	-	0.170	-	-
			0.301	-	0.148	-	0.170	-	-
			0.301	-	0.148	-	0.170	-	-
Total		100		30		15		17	62

B. Facilities Requirements

School Type	Students (From Part A)	Facility Capacity	Current Enrollment	Site Size Standards (In Acres)	Proportionate Facility Capacity Required by the Project	Land Dedication Required by the Project	Developed Land Value Per Acre	Cash-in-lieu of Land	
								Total Dedication	Per Unit
Elementary	30	640		10.00	0.05	0.47	\$ 60,130	\$ 28,305	\$ 283
Middle	15	930		23.00	0.02	0.37	60,130	22,076	221
Senior High	17	975		40.00	0.02	0.70	60,130	42,006	420
Total	62					1.54		\$ 92,387	\$ 924

*: Student generation rates determined from housing data provided by County Assessor records and enrollment.
 Note: Totals may not add because of rounding.

Table 2. Sample SF-attached Project – School District Enrollment and Site Implications

A. Student Generation Estimates

Housing Unit Type by Area	Unit Code	Number of Dwelling Units	ELEMENTARY		MIDDLE		SENIOR HIGH		Total Students
			Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	
Single family - attached	1	100	0.106	11	0.053	5	0.071	7	23
	1		0.106	-	0.053	-	0.071	-	-
	1		0.106	-	0.053	-	0.071	-	-
	1		0.106	-	0.053	-	0.071	-	-
	1		0.106	-	0.053	-	0.071	-	-
Total		100		11		5		7	23

B. Facilities Requirements

School Type	Students (From Part A)	Facility Capacity	Current Enrollment	Site Size Standards (in Acres)	Proportionate Facility Capacity Required by the Project	Land Dedication Required by the Project	Developed Land Value Per Acre	Cash-in-Kind of Land	
								Total Dedication	Per Unit
Elementary	11	640		10.00	0.02	0.17	\$ 60,130	\$ 9,987	\$ 100
Middle	5	930		23.00	0.01	0.13	60,130	7,857	79
Senior High	7	975		40.00	0.01	0.22	60,130	17,481	175
Total	23					0.59		\$ 35,326	\$ 353

*1 Student generation rates determined from housing data provided by County Assessor records and enrollment.
 Note: Totals may not add because of rounding.

Table 3. Sample Multifamily Project -- School District Enrollment and Site Implications

A. Student Generation Estimates

Housing Unit Type by Area	Unit Code	Number of Dwelling Units	ELEMENTARY		MIDDLE		SENIOR HIGH		Total Students
			Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	
Multifamily	2	100	0.187	19	0.091	9	0.123	12	40
	2		0.187	-	0.091	-	0.123	-	-
	2		0.187	-	0.091	-	0.123	-	-
	2		0.187	-	0.091	-	0.123	-	-
	2		0.187	-	0.091	-	0.123	-	-
Total		100		19		9		12	40

B. Facilities Requirements

School Type	Students (From Part A)	Facility Capacity	Current Enrollment	Site Size Standards (In Acres)	Proportionate Facility Capacity Required by the Project	Land Dedication Required by the Project	Developed Land Value Per Acre	Cash-in-lieu of Land	
								Total Dedication	Per Unit
Elementary	19	640		10.00	0.03	0.29	\$ 60,130	\$ 17,538	\$ 175
Middle	9	930		23.00	0.01	0.22	60,130	13,483	135
Senior High	12	975		40.00	0.01	0.50	60,130	30,260	303
Total	40					1.02		\$ 61,281	\$ 613

* Student generation rates determined from housing data provided by County Assessor records and enrollment.
 Note: Totals may not add because of rounding.

Table 4. Sample Mobile Home Project -- School District Enrollment and Site Implications

A. Student Generation Estimates

Housing Unit Type by Area		Unit Code	Number of Dwelling Units	ELEMENTARY		MIDDLE		SENIOR HIGH		Total Students
Area	Unit Type			Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	Student Generation Rate*	Number of Students	
	Mobile Homes	3	100	0.469	47	0.224	22	0.306	31	100
		3		0.469	-	0.224	-	0.306	-	-
		3		0.469	-	0.224	-	0.306	-	-
		3		0.469	-	0.224	-	0.306	-	-
		3		0.469	-	0.224	-	0.306	-	-
Total			100		47		22		31	100

B. Facilities Requirements

School Type	Students (From Part A)	Facility Capacity	Current Enrollment	Site Size Standards (in Acres)	Proportionate Facility Capacity Required by the Project	Land Dedication Required by the Project	Developed Land Value Per Acre	Cash-in-Lieu of Land	
								Total Dedication	Per Unit
Elementary	47	640		10.00	0.07	0.73	\$ 60,130	\$ 44,100	\$ 441
Middle	22	930		23.00	0.02	0.56	60,130	33,284	334
Senior High	31	975		40.00	0.03	1.26	60,130	75,516	755
Total	100					2.54		\$ 153,000	\$ 1,530

* Student generation rates determined from housing data provided by County Assessor records and enrollment.
 Note: Totals may not add because of rounding.

AGENDA ITEM 10C

**AGREEMENT WITH
PRO CODE**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 7, 2019

ITEM NUMBER: 10C

SUBJECT: Town of Johnstown and ProCode Agreement for Building Department Services

ACTION PROPOSED: Approve the Agreement with ProCode for Building Department Services

ATTACHMENTS: 1. Agreement/Contract for Building Department Services

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an agreement for building department services between the Town of Johnstown and ProCode. The agreement provides for a clear and comprehensive coordination and execution of building services to be delivered to our contractor community for the Town of Johnstown. More specifically, some of the highlights of the agreement include:

- A 3-year agreement subject to annual appropriations with compensation at:
 - 2019 calendar year - \$10,500.00 monthly
 - 2020 calendar year - \$12,750.00 monthly
 - 2021 calendar year and subsequent years - \$15,000.00 monthly
- Inspect properties, residential, commercial and industrial, with twenty-four (24) hours of a request by the Town, except that weekends and holidays shall not be included in the twenty-four (24) hour time period;
- Review development plans, in whatever form, within ten (10) days business days of a request by the Town;
- Provide regular reports as may be required by the Town Manager concerning building activity within the Town;
- On or before June 1, 2019, provide the Town Manager with updated internal procedures implemented to streamline the permit process for quicker processing and, if requested, to amend the internal procedures consistent with the Town Manager's direction;
- On or before June 1, 2019, recommend updated permit fee schedules for residential, commercial and industrial properties and thereafter present such recommended fee schedules to Town Council;
- During the 2019 calendar year, implement new software for tracking and building and planning permits; and
- During the 2019 calendar year, implement a program to educate members of the public regarding building guidelines and best practices and provide the Town Manager with documentation that may be posted on the Town of Johnstown's website to further community education.

- ProCode will carry its own liability and indemnify and hold harmless the Town of Johnstown for their actions related to the duties of this agreement.

LEGAL ADVICE:

The agreement was reviewed by the Town Attorney

FINANCIAL ADVICE:

While the cost for the services has increase from last year's rate of \$9,400 per month. At this time we do not believe it will necessitate a budget amendment, but we will watch this closely.

RECOMMENDED ACTION: Approve the agreement with ProCode as presented.

SUGGESTED MOTIONS:

For Approval:

I move to approve the agreement between the Town of Johnstown and ProCode for Building Department Services as presented and effective January 1, 2019

For Denial:

I move that we deny the agreement between the Town of Johnstown and ProCode for Building Department Services as presented.

Reviewed and Approved for Presentation:

Town Manager

AGREEMENT

AGREEMENT TO PROVIDE BUILDING DEPARTMENT SERVICES

THIS AGREEMENT made this ____ day of _____, 2019, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipal corporation of the State of Colorado (“Town”), and PROCODE, INC., a Colorado corporation.

WHEREAS, the Town does not have a building department and does not employ a building official; and

WHEREAS, the Town desires to utilize the services of ProCode, Inc. to perform building department services for the Town; and

WHEREAS, at the time of the execution of this Agreement, the parties anticipate that ProCode, Inc. shall be primarily responsible for providing the services described herein; and

WHEREAS, in order to set forth clearly the responsibilities, obligations, powers and rights of each of the parties, the Town and ProCode, Inc. (hereinafter, “Building Official”) hereby enter into this Agreement.

NOW, THEREFORE, in consideration of recitals, promises, and covenants herein set forth, and other good and valuable consideration herein receipted for, the parties agree as follows:

1. **SERVICES** – The Town and Building Official agree that Building Official shall perform the following services for the Town: review plans, process permits, conduct inspections, prepare certificates of occupancy, respond to phone referrals, attend conferences with building permit applicants and any and all other reasonable activities requested by the Town. Building Official shall also inspect and investigate complaints of Code violations when so directed by an administrative officer of the Town, and be available for testimony in any proceeding regarding such violations. (Collectively, the foregoing shall be referred to as the “Services.”) The Services shall be performed for residential, commercial and industrial properties within the incorporated boundaries of the Town and be based upon the Town’s adopted Building Code, Mechanical Code, Plumbing Code, Electrical Code and any other related Uniform Codes adopted in Chapter 18 of the Johnstown Municipal Code. Building Official agrees to designate Jonathan Gesick to be primarily responsible for providing, and/or coordinating for the provision of, the Services hereunder.

Building Official further agrees to:

- a. Inspect properties, residential, commercial and industrial, with twenty-four (24) hours of a request by the Town, except that weekends and holidays shall not be included in the twenty-four (24) hour time period;

- b. Review development plans, in whatever form, within ten (10) days business days of a request by the Town;
 - c. Provide regular reports as may be required by the Town Manager concerning building activity within the Town;
 - d. On or before June 1, 2019, provide the Town Manager with updated internal procedures implemented to streamline the permit process for quicker processing and, if requested, to amend the internal procedures consistent with the Town Manager's direction;
 - e. On or before June 1, 2019, recommend updated permit fee schedules for residential, commercial and industrial properties and thereafter present such recommended fee schedules to Town Council;
 - f. During the 2019 calendar year, implement new software for tracking and building and planning permits; and
 - g. During the 2019 calendar year, implement a program to educate members of the public regarding building guidelines and best practices and provide the Town Manager with documentation that may be posted on the Town of Johnstown's website to further community education.
2. HOURS – The parties expect and agree that Building Official shall work as many hours as required per week for the Town. The Town does not dictate Building Official's hours, but expects and requires that Building Official perform the Services in a timely manner and that such Services will be generally performed during regular business hours. If Building Official is unavailable during any particular week, Building Official shall provide notice to the Town Manager.
3. OFFICE: The Town agrees to provide the Building Official, subject to available space, one office at Town Hall for conducted business exclusively related to duties conducted in and for the Town. Any additional offices provided shall be approved by the Town Manager and shall be charged a monthly rental fee of \$1,300 per month, which may be increased annually, in the Town's discretion, upon the Town providing 30 days' notice to the Building Official.
4. CERTIFICATION – Building Official represents and agrees that Jonathan Gesick and, if applicable, all other persons providing Services pursuant to this Agreement are certified building official(s), and or inspector(s), with certifications in building, plumbing, mechanical and electrical disciplines for commercial, industrial and residential properties. Building Official and persons providing Services shall maintain the appropriate certifications during the term of this Agreement according to the discipline in which they are involved and performing Services.
5. COMPENSATION – In consideration of Building Official's high level credentials and ability and agreement to deliver the Services, the Town agrees to pay Building Official at the monthly rates shown below for the next three (3) years, unless otherwise amended, which is based on the expectation that Building Official shall provide the required Services

for the Town. The compensation will be paid to Building Official within five (5) working days following the first regular Town business meeting of the month for all invoices submitted at least ten (10) days prior to such meeting.

Building Official's compensation shall be as follows:

- a. 2019 calendar year - \$10,500.00 monthly
- b. 2020 calendar year - \$12,750.00 monthly
- c. 2021 calendar year and subsequent years - \$15,000.00 monthly

6. **INDEPENDENT CONTRACTOR** – Building Official understands and agrees that Building Official is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Building Official. The Town shall not be responsible for withholding any portion of Building Official's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation or other taxes or benefits. **THE BUILDING OFFICIAL IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. THE BUILDING OFFICIAL IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** The Town does not require that Building Official work exclusively for the Town. As long as there is not a conflict of interest with the Town, Building Official may engage in any other lawful business activities during the term of this Agreement.
7. **SUBCONTRACTOR** – Building Official may retain a subcontractor to perform Services for the Town and shall be responsible for directing the subcontractor to perform such Services. ProCode shall pay the subcontractor for hours worked and these additional hours shall not be billed to the Town. Retention of a subcontractor shall be subject to the following provisions:
 - (a) Subcontractor Qualifications. Subcontractor shall be qualified to perform the Services for the Town and have appropriate certifications. Prior to retaining a subcontractor, Building Official shall provide the name and qualifications of subcontractor to the Town. Subcontractor may not perform Services for the Town until the Town, in its discretion, provides written approval of the retention of subcontractor.
 - (b) Subcontractor Obligations. Building Official shall require that subcontractor: (1) agrees to be bound by the terms of the Agreement; (2) be fully insured to the minimum extent provided in Paragraph 11 of this Agreement and maintain, through Building Official or independently, worker's compensation insurance in accordance with the lawful requirements of the State of Colorado; and (3) understands and agrees that he or she is not an employee of the Town, is not entitled to unemployment compensation coverage by the Town, is not entitled to benefits provided to Town employees, is not entitled to insurance coverage provided to Town employees and that he or she is obligated to pay federal and state income taxes on moneys earned with respect to work for the Town, unless the taxes

are otherwise paid by an employer. Subcontractor shall not perform Services for the Town until the foregoing obligations are satisfied.

8. LIABILITIES –

- (a) The Town shall not be liable for the direct payment of any salaries, wages or other compensation to any personnel, including but not limited to subcontractors, performing services herein for Building Official or for the Town at the request of Building Official.
- (b) Building Official or his employees shall not be deemed to assume any liability for intentional or negligent acts of said Town or any officer, agent, or employee thereof.
- (c) Building Official assumes full responsibility for any and all damages caused by Building Official's exercise of its activities under by this Agreement. Building Official agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Building Official or any invitees, guests, agents, employees or subcontractors of Building Official, whether brought by any of such persons or any other person arising from Building Official's activities or failure to act.

9. TERM AND RENEWAL – The term of this Agreement shall be one year from its anniversary date. The Agreement shall be automatically renewed annually on its anniversary date unless either party provides written notice of termination at least sixty (60) days prior to the termination.

10. TERMINATION – Either party may terminate this Agreement by providing sixty (60) days advanced written notice. In such case, Building Official shall complete all outstanding obligations to the Town within thirty (30) days. After providing a reasonable opportunity to cure, either party may terminate this Agreement based on a breach of the Agreement without providing sixty (60) days advanced written notice. Upon termination, the remainder of Building Official responsibilities shall be transferred to the Town.

11. NOTICES –

- (a) All notices to Building Official shall be sent certified or registered mail, return receipt requested, and first class mail, postage prepaid, to ProCode, Inc., Attention: Jonathan Gesick, 360 Walnut Avenue, Eaton, CO 80615.
- (b) All notices to the Town shall be sent certified or registered mail, return receipt requested, and first class mail, postage prepaid, to Town Manager, 450 South Parish, P. O. Box 609, Johnstown, CO 80534.

- (c) In the alternative, either Party may provide notice via E-mail delivery on the condition that the other party acknowledges receipt of the E-mail and agrees in a responsive E-mail communication to accept notice in such manner.

12. INSURANCE – Building Official shall maintain the following insurance coverage during the term of this Agreement and any subsequent renewals.

- (a) Building Official shall maintain errors and omissions liability insurance, the terms of which shall be subject to approval by the Town, and shall provide that any notices of cancellation or non-renewal be provided to the Town. The minimum coverage of errors and omissions liability insurance shall be one million dollars (\$1,000,000.00) with five hundred thousand dollars (\$500,000.00) per occurrence.

- (b) Building Official shall maintain one million dollars (\$1,000,000.00) general liability insurance, the terms of which shall be subject to approval by the Town, and shall provide that any notice of cancellation or non-renewal be provided to the Town.

- (c) Building Official shall maintain worker’s compensation insurance in accordance with lawful requirements of the State of Colorado. Any notice of cancellation or non-renewal shall be provided to the Town.

- (d) All insurance policies shall include the Town of Johnstown as an additional insured.

13. CODE MODIFICATIONS AND UPDATES – In addition to the Services set forth herein, Building Official shall make periodic recommendation to the Town for modifying, improving or updating the relevant Uniform Codes in effect pursuant to Chapter 18 of the Johnstown Municipal Code. At a minimum, Building Official shall make recommendations to Town Council regarding the adoption of, along with appropriate modifications to, the Uniform Codes revised and adopted by the International Code Council in 2018, including the Uniform Codes referenced in Article 1 through Article VII of Chapter 18 of the Johnstown Municipal Code. Such recommendations shall be made in writing on or before June 1, 2019 and shall thereafter be presented to Town Council. Building Official shall facilitate public input prior to providing recommendations to Town Council.

14. LAWS – The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

15. DISPUTE RESOLUTION – In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

16. SEVERABILITY – If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.
17. 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.
18. RETURN OF RECORDS – Upon termination of this Agreement, Building Official shall return to Town all records, notes, documents and other items that were used, created or controlled by Building Official during the term of this Agreement.
19. ASSIGNMENT AND BINDING EFFECT – Building Official shall not transfer or assign its interest in this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and the Building Official.
20. NO PUBLIC OFFICIAL PERSONAL LIABILITY – Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.
21. 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. 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 its own free and voluntary act and deed, without compulsion. 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.
22. AMENDMENT – This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.
23. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings.

24. HEADINGS – The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Town, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk. Likewise, Building Official has subscribed to this Agreement by affixing his signature, all on the same day and year first above written.

PROCEDURE, INC.

By: Jonathan Gesick, President

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk