

TOWN COUNCIL

MEETING

PACKET

August 19, 2019



Town Council

Agenda
Monday, August 19, 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.

1) CALL TO ORDER

A) Pledge of Allegiance

2) ROLL CALL

3) AGENDA APPROVAL

4) SPECIAL PRESENTATIONS –

A. Audit Presentation – Mr. John Cutler, Cutler and Associates

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 – August 5, 2019

B) Payment of Bills

C) July Financial Statements

7) TOWN MANAGER REPORT

8) TOWN ATTORNEY REPORT

9) OLD BUSINESS

10) NEW BUSINESS

A) **Public Hearing** – Final Plat and Final PUD Development Plan – Johnstown Village Filing #1

B) Agreement for Engineering Services with IMEG Corporation – Wastewater Interceptor Master Plan

C) Johnstown Housing Authority Discussion

12) COUNCIL REPORTS AND COMMENTS

13) MAYOR'S COMMENTS

14) ADJOURN

Work Session

1) Abra Geissler, Colorado Department of Transportation



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.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 19, 2019

ITEM NUMBER: 6A-C

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 – August 5, 2019
- B) Payment of Bills
- C) July Financial Statements

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, August 5, 2019 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

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

Those absent were: Councilmember Lemasters

Also present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyers, Planning and Development Director and Brian Phillips, Police Chief

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Berg to amend the agenda by removing Item 4A. Motion carried with a unanimous vote.

Public Comment

Mr. Russell Peeler and Mr. William Blevins, residents in Thompson River Ranch expressed their concerns about Oakwood Homes and the violations of the town code they have.

Ms. Rebecca Hicks addressed the council with concerns about an access driveway on WCR 42.

Consent Agenda

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

- July 15, 2019
- Water and Sewer Service Agreement – Firestone Complete Car Care
- Acknowledgement of Receipt of the 2018 Audit

Motion carried with a unanimous vote.

New Business

A. Town of Johnstown 2019 Street Overlay Project Change Order – This project consisted of milling 2 inches of asphalt and replace with 2 inches of new asphalt. During the milling operations, the contractor found that Jay Street and 4th Street were only built with 3 inches of asphalt. Town specifications require roadways have a minimum of 6 inches of asphalt. In order to have a quality roadway the remainder of the asphalt will need to be removed, compaction of the subgrade completed and 5 inches of new asphalt installed. In order to make these changes, which will ensure the longevity of the road condition, staff is requesting a change order in the amount of \$429,985.00.

Councilmember Berg made a motion seconded by Councilmember Tallent to approve the change order between the Town of Johnstown and Asphalt Specialties in the amount not to exceed \$429,985 based on the proposal presented. Motion carried with a unanimous vote.

B. I-25 and Highway 60 Interchange Aesthetic Improvements – Consider Agreement with BHA Design, Inc. – Town Council was notified of planned improvements for I-25 and Highway 60 Interchange (Exit 252). The Town has the opportunity to identify and create a concept of aesthetic improvements to the intersection. Staff contacted BHA Design, Inc. who is highly recommended for successful design and concepts at the various interchanges along I-25. The cost for the initial elements to meet the needs of CDOT and have a design identified, the estimated cost is \$33,800. This does not include the final design construction plans. Councilmember Young made a motion seconded by Councilmember Molinar Jr. to approve the Agreement with BHA Design, Inc. as presented. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 8:03 p.m.

Mayor

Town Clerk

Payment of Bills

Town of Johnstown
List of Bills - July 8, 2019 to August 11, 2019

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire Inc	Tires for PD vehicle	PD	294.60
Ace Hardware	Parts & supplies	PW	859.26
Ace of Blades	Lawn mowing	PW	2,120.00
All Copy Products	Quarterly service	ADM	848.79
American West Land Surveying Co	Survey	PLAN	3,250.00
Anchor Auto Glass	Repair tires - police	PD	70.00
AP Mountain States, LLC	Recreation Center	ADM	33,750.00
Aqua Backflow, Inc.	Mailings	PW	30.00
Arapahoe Rental	Core drill & paint	PW	399.40
Arrowhead Forensics	Evidence supplies	PD	479.87
Asphalt Specialties Co., Inc.	Contract - asphalt	PW	265,705.83
Bellows, Robert	Training	PW	85.00
Brandon Copeland	Professional services	ADM	565.68
Browns Hill Engineering & Cont, LLC	DAF upgrade & service work	PW	16,081.15
Bulldogfence	Cedar fencing	PW	10,350.00
Card Services	Supplies	ALL	8,300.64
Carrot-Top Industries	Flag	ADM	300.02
Caselle, Inc	Software maintenance/support	ALL	1,502.00
CDR Propane Services, LLC	Propane	PW	720.50
Central Weld County Water District	Water	PW	1,179.26
CenturyLink	Telephone	ALL	347.35
CH Diagnostic & Consulting	Water testing	PW	825.00
Change and Innovation Agency, LLC	Training	ADM	4,000.00
Chema Tox Laboratory Inc	Blood alcohol test	PD	263.00
Christian Otero	Uniform allowance	PD	450.00
Cintas	Cleaning supplies & mat service	ALL	1,497.96
Cirsa	Insurance	ALL	51,013.62
Colo. Dept. Of Public Health	WQCD Permits	PW	11,110.00
Colorado Analytical Labs	Lab testing	PW	620.00
Colorado Assoc of Chiefs of Police	Dues - Police	PD	300.00
Colorado Department of Revenue	Processing fee for OJW/s and defaults	ADM	165.00
Colorado Materials, Inc.	Supplies - mulch & gravel	PW	3,311.29
Consolidated Home Supply Ditch &	Trace fees	ADM	150.00
Coren Printing, Inc	Supplies - name plates, forms	ADM	289.00
Dana Kepner Co.	Water supplies	PW	1,815.16
DBC Irrigation Supply	Water supplies	PW	2,617.01
Dechairo Construction Co.	Refund of Permit 19JT-00423	ADM	831.83
Division of Homeland Security & Em. Mgt	Refund overpayment of FEMA funds	ADM	3,476.70
DPC Industries Inc	Chemicals	PW	55,258.97
DXP Enterprises Inc	Supplies	PW	36.55
Elder Construction	Refund developers deposit	ADM	85,652.00
Elite Printing Group, LLC	Business cards	ADM	176.00
Envirotech Services, Inc	Supplies	PW	5,004.80
Ergomed	Post offer screen for new hire	PW	555.00
EWS Capital LLC	Hydrant meter deposit refund	ADM	1,500.00

Town of Johnstown
List of Bills - July 8, 2019 to August 11, 2019

Faris Machinery Co.	Parts & supplies	PW	1,130.00
Felsburg Holt & Ullevig	Engineering services	ADM	1,066.78
First Class Security Systems	Fire system monitoring	ALL	157.80
First National Bank	Banking services	ADM	2,310.42
Frontier Fertilizer & Chemical	Weed control supplies	PW	480.03
Gamez, Shirley Newsom	Mileage	ADM	130.00
Glenn A. Jones Library	Monthly support (Jul & August)	ADM	78,750.00
Grainger, Inc.	Supplies	PW	1,087.53
Greeley Electric Repair Inc.	Repairs	PW	1,092.50
Greeley Police Department	2019 Victim Assistance Cont.	PD	2,000.00
Greeley Tribune	Subscription	ADM	57.20
Greystone Technology Group	Monthly support	ALL	3,125.00
Ground Engineering Consultants	Engineering services	ADM	19,865.00
Hach Company	Water supplies	PW	9,910.58
Hays Market	Supplies	ALL	446.91
Helton & Williamsen, P.C.	Bill Back - Engineering services	ADM	10,089.39
Hill & Robbins, PC	Legal services	ADM	1,357.00
Home Depot Pro	Supplies	PW	688.20
Honstein Facility Service	Service call & furnace replacement	PW	8,966.00
Hood, Brian A.	Refund overpayment	ADM	5.00
IMEG Corp	Engineering services	ADM	42,692.50
IMEG Corp	Billback - Engineering services	ADM	14,990.88
Insight North America, LLC	Investment services	ADM	2,696.86
Interstate Battery of the Rockies	Supplies	PW	203.90
J&S Contractors Supply Co.	Supplies	PW	2,051.18
Jason Retchless	CDL Test	PW	400.00
Jeremiah Wood	Annual uniform allowance	PD	450.00
John Deere Financial	Parts	PW	300.99
John Elway Chevrolet	2019 Chevrolet Tahoe	PD	37,708.00
Johnstown Breeze	Publication costs & CCR report	ADM	4,512.78
JTF LLLP	Tax shareback	ADM	27,571.58
LaCouture, Inc.	Recreation Center	ADM	12,624.00
Larimer Co Clerk & Recorder	Recording fees	ADM	428.00
Larimer County Sales Tax Administrator	Larimer Cty Use Tax	ADM	32,677.58
Larimer Humane Society	2019 2nd Qtr billing	PD	2,090.00
Law Office of Avi Rocklin LLC	Legal services	ADM	13,549.00
Law Office of Avi Rocklin LLC	Bill Back - Legal services	ADM	14,994.00
Lazar, Michael	Municipal Court Judge	ADM	1,312.50
Lazy Dog, LLC	Refund developer deposit	ADM	21,288.00
Leads Online	Renewal online investigation	PD	1,488.00
Lee's Towing	Towing & tire change	PD	280.00
Lexipol, LLC	Law enforcement manual update	PD	3,156.00
Loveland Auto Auction	Refund developers deposit	ADM	1,176.36
Loveland Barricade LLC	Signs	PW	148.50
Lowe's	Supplies	PW	339.16
Mac Equipment	Parts	PW	13,430.28
Mares Auto Inc.	Tire services	PW	20.00

Town of Johnstown
List of Bills - July 8, 2019 to August 11, 2019

Mariposa	Plant maintenance	ADM	170.00
Mathern Services	Weed mowing	PW	1,188.00
Milliken Johnstown Electric	Service & repair	PW	982.50
Miracle Recreation Equipment	Parks equipment	PW	1,768.11
Mountain States Pipe & Supply	Meter service & supplies	PW	7,020.73
Nalco Company LLC	Chemicals	PW	3,553.42
Napa Auto Parts, Inc	Parts & supplies	PW	1,362.69
Newco Inc	Supplies	PW	68.17
NOCO Engineering Company	Water study	ADM	16,554.04
Northern Safety Co Inc	Supplies	PW	563.88
Office Depot Business Credit	Supplies	ALL	924.56
Perkins+Will, Inc.	Professional services -Rec Ctr	ADM	10,659.49
Pinnacol Assurance	Insurance	ADM	22,935.10
Pitney Bowes Global	Postage meter	ADM	98.55
Poudre Valley REA	Utilities	PW	15,671.28
ProCode Inc.	Inspection services	ADM	10,500.00
Purchase Power	Postage meter	ADM	185.16
Quill	Office supplies	ALL	663.49
RG and Associates, LLC	Professional services	ADM	550.00
Rhinehart Oil Co., Inc.	Unleaded fuel	PW & PD	13,358.74
Safety & Construction Supply, Inc.	Supplies	PW	128.33
Security Central, Inc	Alarm monitoring	ALL	213.00
Seele, Diana	Reimburse - recording documents	ADM	76.00
Southwest Direct, Inc.	Utility bill printing & water report	ADM	4,814.46
Stanek Constructors	DAF improvements	PW	15,637.95
Steelock General Fence Contractor	Service call	PW	250.00
SunRun Installation Services	Building permit refund	ADM	180.38
TDS	Internet	ALL	692.04
TerraTek LLC	Hydrant meter deposit refund	PW	1,500.00
The Home Depot/GEFCF	Supplies	PW	212.89
The Tree Farm	Trees	PW	1,651.55
Town of Johnstown	Petty cash replenish	PW	353.99
Trugreen Chemlawn	Lawn service	PW	1,050.00
Twin Silos, LLC	Reimbursement agreement	ADM	20,000.00
U.S. Postal Service	Postage	PD	110.00
UC Health	Blood draws	PD	147.37
United Power	Street lights - electricity	PW	798.60
Utility Notification Center	Tranmissions	PW	1,326.28
Various Residents	Utility refunds	ADM	4,693.54
Various Residents	Community Center deposit refund	ADM	1,705.00
Vector Disease Control	Mosquito spraying	PW	3,222.50
Veris Environmental, LLC	Supplies	PW	6,868.94
Verizon Wireless	Cell phones	ALL	2,376.92
Waste Management	Trash service	PW	115,667.45
Weld County Clerk & Recorder	Deposit for recording fees	ADM	500.00
Weld County Detention Center	Jail services	PD	27.47
Windstream	Phone services	ALL	1,879.04

Town of Johnstown
List of Bills - July 8, 2019 to August 11, 2019

Winters, Hellerich & Hughes, L	Prosecutor services	ADM	2,463.75
Wireless Advanced	Upfit police vehicle	PD	10,727.93
Woodlake Construction Mgmt., LLC	Refund TCO fee	ADM	500.00
WR Investment, LLC	Reimbursement per agreement	ADM	27,600.00
Xcel Energy	Utilities	PW	93,714.69
Yost Cleaning	Cleaning service	ALL	<u>4,388.00</u>
Total:			1,409,229.36

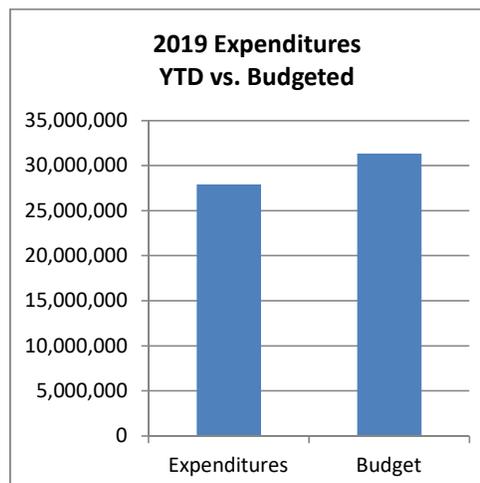
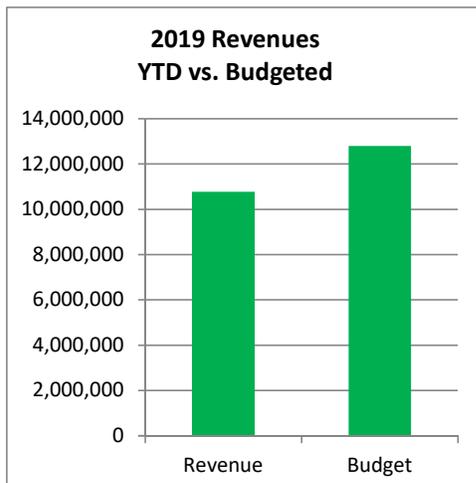
July Financial Statements

Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending July 31, 2019
Unaudited

General Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	46,372,234	46,372,234	
Revenues:			
Taxes & Fees	9,062,354	10,722,500	84.5%
Licenses & Permits	322,427	499,500	64.5%
Charges for Services	452,896	681,600	66.4%
Fines & Forfeitures	122,403	143,600	85.2%
Intergovernmental	481,201	630,800	76.3%
Earnings on Investment	233,911	75,000	311.9%
Miscellaneous Revenue	103,720	53,000	195.7%
Total Operating Revenues	10,778,912	12,806,000	84.2%
Expenditures:			
Legislative	22,379	78,900	28.4%
Judicial	24,019	51,100	47.0%
Elections	15	19,300	0.1%
Administration	342,018	569,969	60.0%
Planning & Zoning	145,293	280,383	51.8%
Police	1,423,932	2,698,965	52.8%
Inspections	102,560	189,000	54.3%
Streets	836,723	1,577,032	53.1%
Cemetery	13,947	42,900	32.5%
Animal Control	17,672	93,400	18.9%
Senior Coordinator	44,561	76,400	58.3%
Parks	36,170	64,400	56.2%
Library	315,000	472,500	66.7%
Contingent	116,714	468,700	24.9%
Transfers Out	24,485,976	24,846,000	98.6%
Total Expenditures	27,926,979	31,528,949	88.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(17,148,067)	(18,722,949)	
Ending Fund Balance*	29,224,167	27,649,285	

* - Unaudited

58% of the fiscal year has elapsed

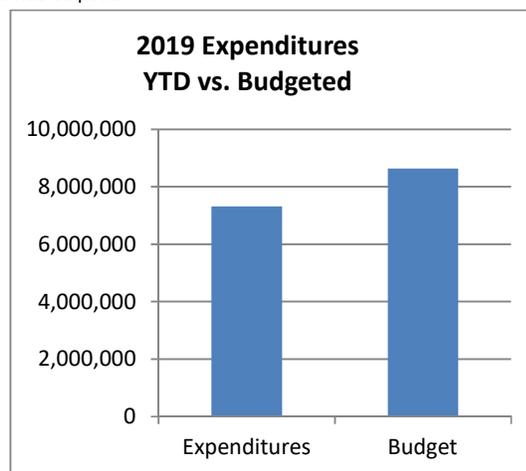
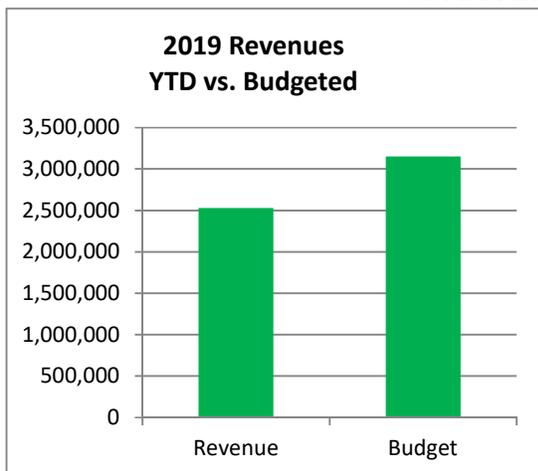


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending July 31, 2019
Unaudited

Water Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Cash Balance*	23,276,463	23,276,463	
Revenues:			
Charges for Services	<u>1,393,498</u>	<u>2,745,000</u>	50.8%
Total Operating Revenues	<u>1,393,498</u>	<u>2,745,000</u>	50.8%
Expenses:			
Administration	178,046	441,100	40.4%
Operations	1,089,513	2,343,800	46.5%
Capital Outlay	5,854,826	5,854,826	100.0%
Depreciation	197,638	-	
Transfers Out	<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>7,320,023</u>	<u>8,639,726</u>	84.7%
Operating Income (Loss)	<u>(5,926,525)</u>	<u>(5,894,726)</u>	
Non-Operating Revenues (Expenses)			
Tap Fees	260,013	-	
Capital Investment Fees	352,498	-	
Misc. Revenues	292,449	305,000	95.9%
Interest Expense	<u>229,443</u>	<u>100,000</u>	229.4%
Total Non-Operating Revenues (Expenses)	<u>1,134,402</u>	<u>405,000</u>	280.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	<u>(4,792,123)</u>	<u>(5,489,726)</u>	
Ending Cash Balance*	<u>18,484,341</u>	<u>17,786,737</u>	

* - Unaudited

58% of the fiscal year has elapsed

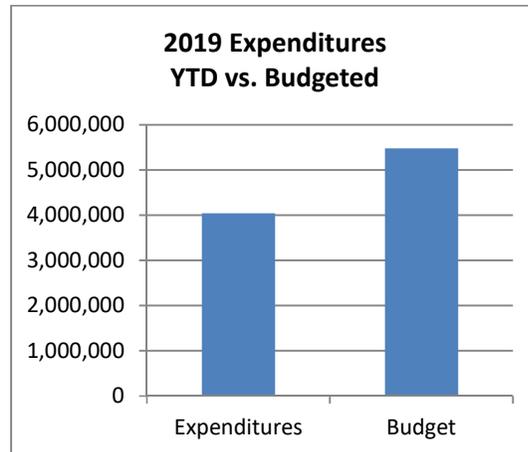
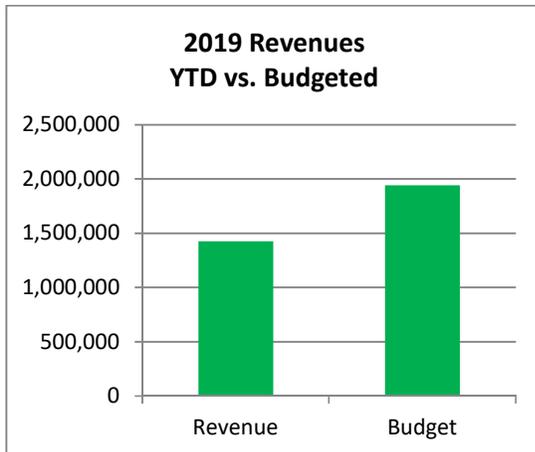


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending July 31, 2019
Unaudited

Sewer Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Cash Balance*	10,901,997	10,901,997	
Revenues:			
Charges for Services	1,169,634	1,880,000	62.2%
Miscellaneous Revenue	-	-	
Total Operating Revenues	1,169,634	1,880,000	62.2%
Expenses:			
Administration	252,828	291,000	86.9%
Operations	534,020	2,043,000	26.1%
Capital Outlay	3,145,174	3,145,174	100.0%
Depreciation	112,584	-	
Total Operating Expenses	4,044,606	5,479,174	73.8%
Operating Income (Loss)	(2,874,972)	(3,599,174)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	203,230	-	
Misc. Revenues	10,516	12,500	84.1%
Interest Expense	41,238	50,000	82.5%
Total Non-Operating Revenues (Expenses)	254,984	62,500	408.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(2,619,988)	(3,536,674)	
Ending Cash Balance*	8,282,009	7,365,323	

* - Unaudited

58% of the fiscal year has elapsed

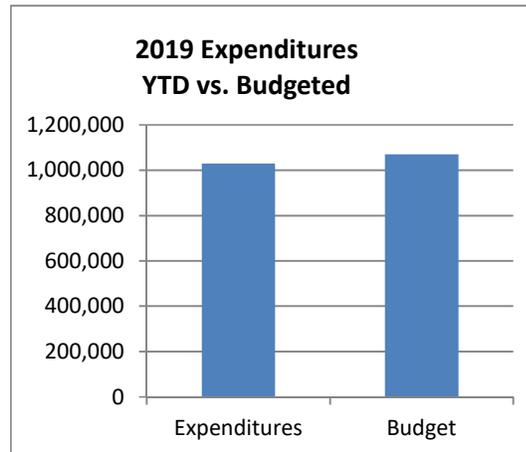
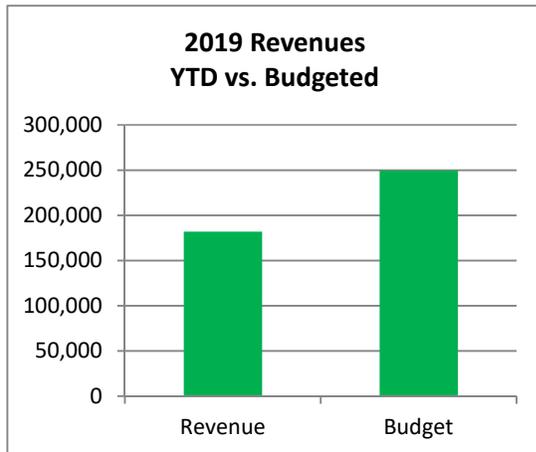


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending July 31, 2019
Unaudited

Conservation Trust Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	2,651,796	2,651,796	
Revenues:			
Taxes & Fees	122,531	157,500	77.8%
Intergovernmental	51,650	72,000	71.7%
Earnings on Investment	7,581	15,000	50.5%
Miscellaneous	198	5,000	4.0%
Total Operating Revenues	<u>181,960</u>	<u>249,500</u>	72.9%
Expenditures:			
Operations	29,468	70,000	42.1%
Capital Outlay	<u>1,000,000</u>	<u>1,000,000</u>	100.0%
Total Expenditures	<u>1,029,468</u>	<u>1,070,000</u>	96.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(847,508)</u>	<u>(820,500)</u>	
Ending Fund Balance*	<u><u>1,804,288</u></u>	<u><u>1,831,296</u></u>	

* - Unaudited

58% of the fiscal year has elapsed

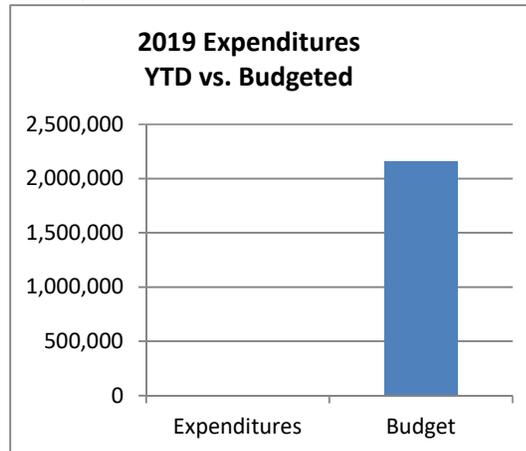
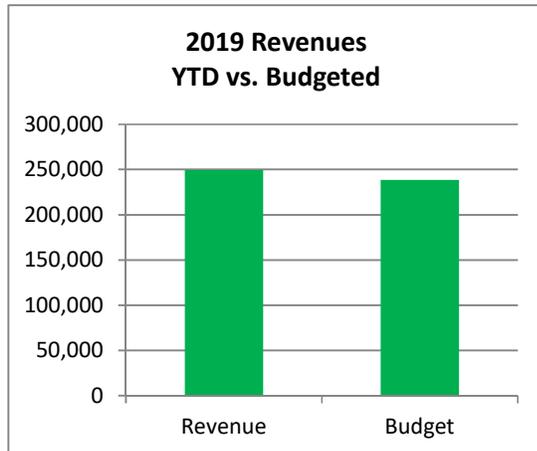


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Contingent Fund
Period Ending July 31, 2019
Unaudited

Contingent Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	1,964,383	1,964,383	
Revenues:			
Earnings on Investment	24,494	13,500	181.4%
Transfers In	225,000	225,000	100.0%
Total Operating Revenues	<u>249,494</u>	<u>238,500</u>	104.6%
Expenditures:			
Transfers Out	-	2,161,900	0.0%
Total Expenditures	<u>-</u>	<u>2,161,900</u>	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>249,494</u>	<u>(1,923,400)</u>	
Ending Fund Balance*	<u><u>2,213,877</u></u>	<u><u>40,983</u></u>	

* - Unaudited

58% of the fiscal year has elapsed

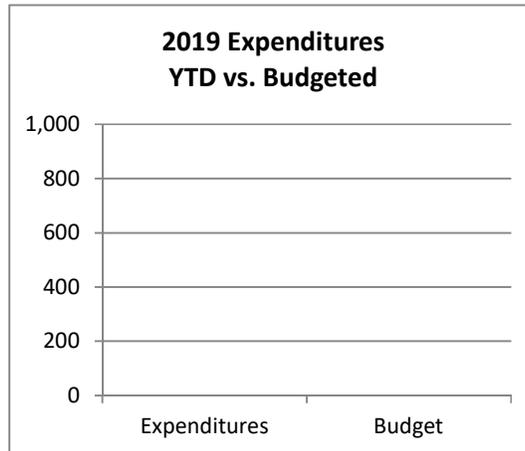
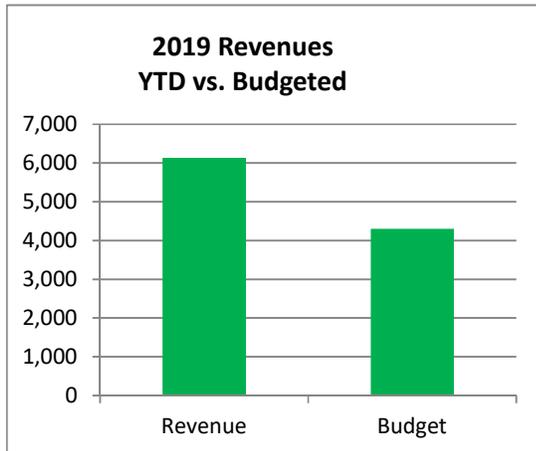


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Fund
Period Ending July 31, 2019
Unaudited

Cemetery Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	120,895	120,895	
Revenues:			
Miscellaneous Revenue	3,978	3,000	132.6%
Earnings on Investment	2,154	1,300	165.7%
Total Operating Revenues	<u>6,132</u>	<u>4,300</u>	142.6%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>6,132</u>	<u>4,300</u>	
Ending Fund Balance*	<u>127,026</u>	<u>125,195</u>	

* - Unaudited

58% of the fiscal year has elapsed

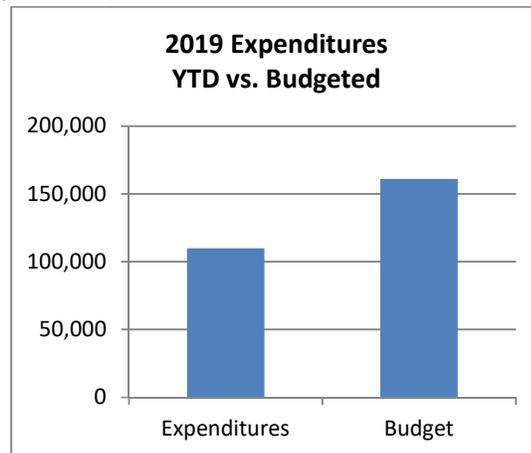
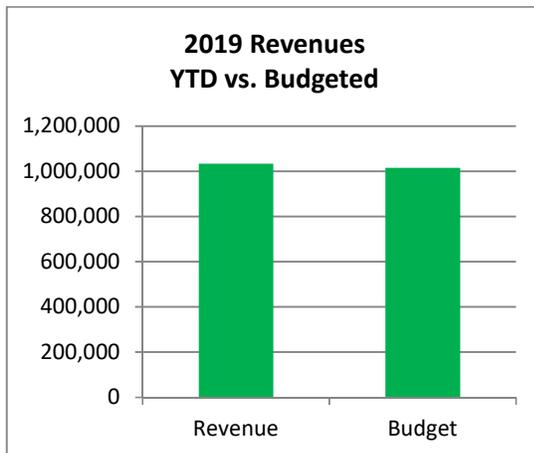


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Equipment Replacement Fund
Period Ending July 31, 2019
Unaudited

Equipment Replacement Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	3,770,626	3,770,626	
Revenues:			
Earnings on Investment	34,231	15,000	228.2%
Transfers In	1,000,000	1,000,000	100.0%
Total Operating Revenues	<u>1,034,231</u>	<u>1,015,000</u>	101.9%
Expenditures:			
Capital	<u>109,922</u>	<u>161,000</u>	68.3%
Total Expenditures	<u>109,922</u>	<u>161,000</u>	68.3%
Excess (Deficiency) of Revenues Over Expenditures	<u>924,309</u>	<u>854,000</u>	
Ending Fund Balance*	<u><u>4,694,935</u></u>	<u><u>4,624,626</u></u>	

* - Unaudited

58% of the fiscal year has elapsed

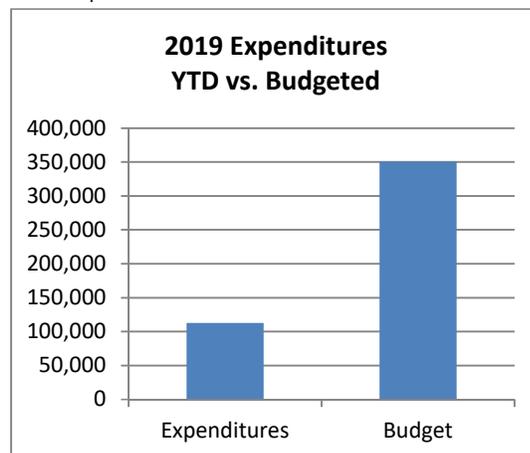
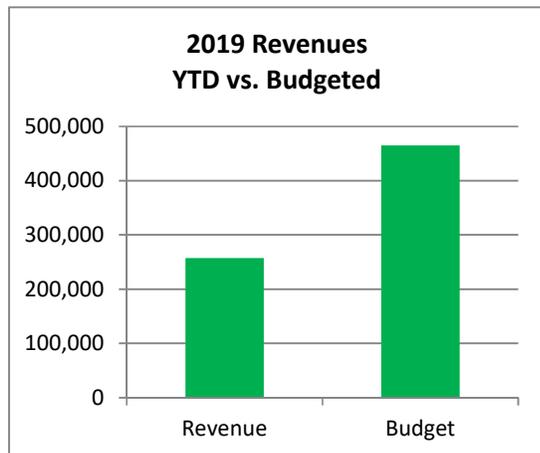


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending July 31, 2019
Unaudited

Drainage Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Cash Balance*	2,975,713	2,975,713	
Revenues:			
Charges for Services	<u>256,983</u>	<u>430,000</u>	59.8%
Total Operating Revenues	<u>256,983</u>	<u>430,000</u>	59.8%
Expenses:			
Administration	51,652	100,600	51.3%
Operations	61,163	249,900	24.5%
Capital Improvements	-	-	
Transfer Out	-	-	
Total Operating Expenses	<u>112,815</u>	<u>350,500</u>	32.2%
Operating Income (Loss)	<u>144,168</u>	<u>79,500</u>	
Non-Operating Revenues (Expenses)			
Capital Revenues	-	-	
Misc. Revenues	-	-	
Interest Expense	<u>29,915</u>	<u>35,000</u>	85.5%
Total Non-Operating Revenues (Expenses)	<u>29,915</u>	<u>35,000</u>	85.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	<u>174,083</u>	<u>114,500</u>	
Ending Cash Balance*	<u>3,149,796</u>	<u>3,090,213</u>	

* - Unaudited

58% of the fiscal year has elapsed

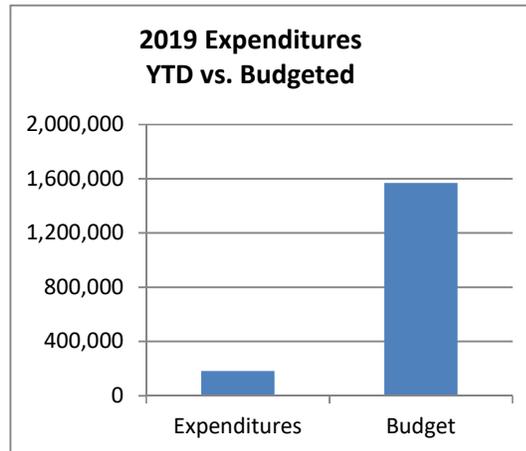
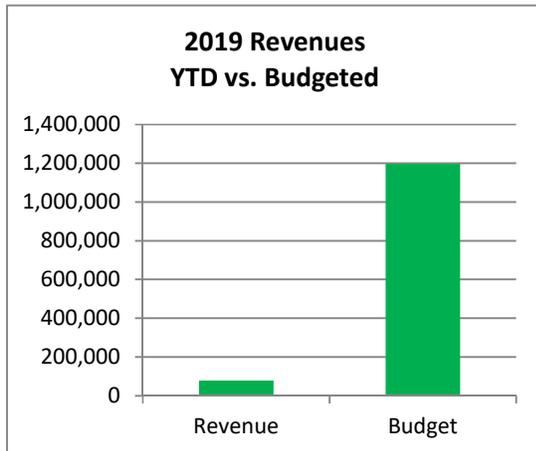


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending July 31, 2019
Unaudited

Library Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	1,872,089	1,872,089	
Revenues:			
Earnings on Investment	-	1,184,900	0.0%
Miscellaneous Revenue	77,843	9,000	864.9%
Transfers In	-	3,000	0.0%
Total Operating Revenues	<u>77,843</u>	<u>1,196,900</u>	6.5%
Expenditures:			
Operations	182,317	720,000	25.3%
Capital Outlay	-	850,000	0.0%
Total Expenditures	<u>182,317</u>	<u>1,570,000</u>	11.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(104,475)</u>	<u>(373,100)</u>	
Ending Fund Balance*	<u>1,767,614</u>	<u>1,498,989</u>	

* - Unaudited

58% of the fiscal year has elapsed

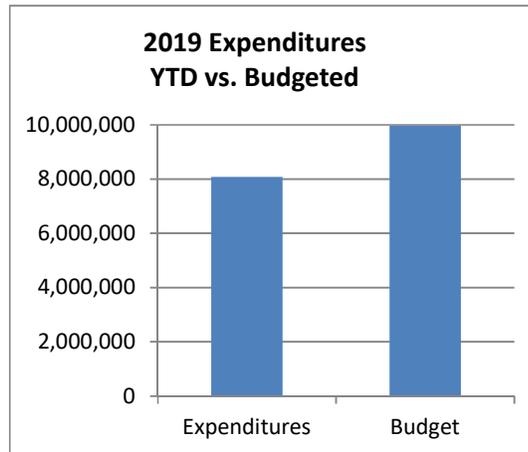
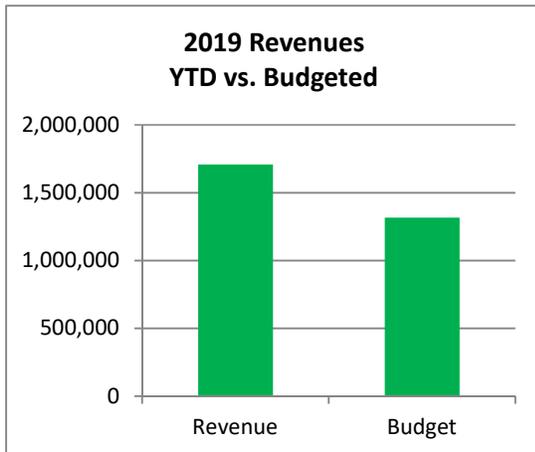


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending July 31, 2019
Unaudited

Capital Projects Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	19,867,294	19,867,294	
Revenues:			
Taxes and Fees	1,541,439	1,200,000	128.5%
Miscellaneous Revenue	-	15,000	0.0%
Interest	166,470	100,000	166.5%
Transfers In	-	-	
Total Operating Revenues	<u>1,707,909</u>	<u>1,315,000</u>	129.9%
Expenditures:			
Capital Outlay	85,422	1,973,500	0.0%
Transfers Out	<u>8,000,000</u>	<u>8,000,000</u>	0.0%
Total Expenditures	<u>8,085,422</u>	<u>9,973,500</u>	81.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(6,377,513)</u>	<u>(8,658,500)</u>	
Ending Fund Balance*	<u>13,489,781</u>	<u>11,208,794</u>	

* - Unaudited

58% of the fiscal year has elapsed

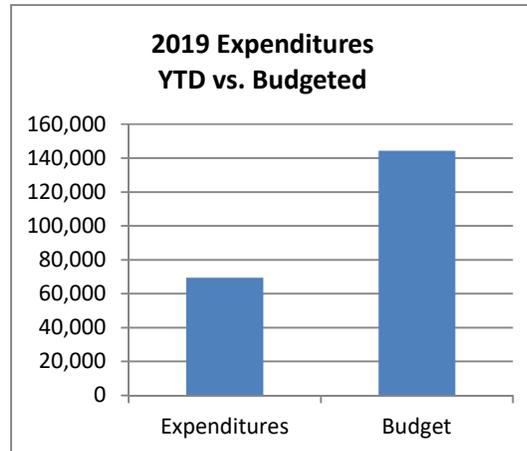
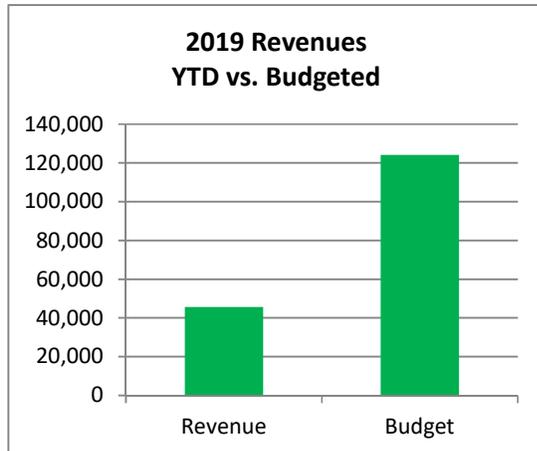


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Johnson's Corner Improvement Fund
Period Ending July 31, 2019
Unaudited

Johnson's Corner Improvement Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	19,275	19,275	
Revenues:			
Taxes & Fees	45,589	124,000	36.8%
Earnings on Investment	16	100	16.3%
Total Operating Revenues	<u>45,605</u>	<u>124,100</u>	36.7%
Expenditures:			
Capital Outlay	<u>67,396</u>	<u>144,300</u>	46.7%
Total Expenditures	<u>67,396</u>	<u>144,300</u>	46.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(21,791)</u>	<u>(20,200)</u>	
Ending Fund Balance*	<u>(2,516)</u>	<u>(925)</u>	

* - Unaudited

58% of the fiscal year has elapsed

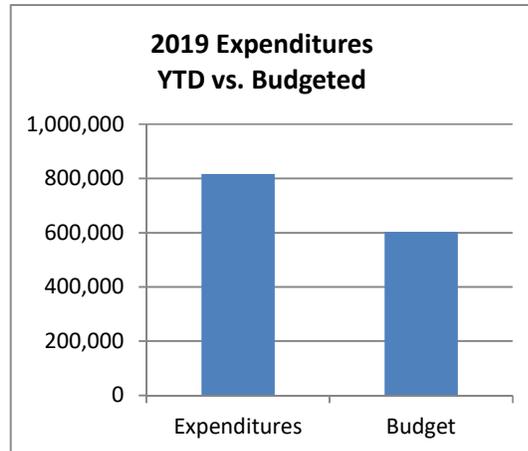
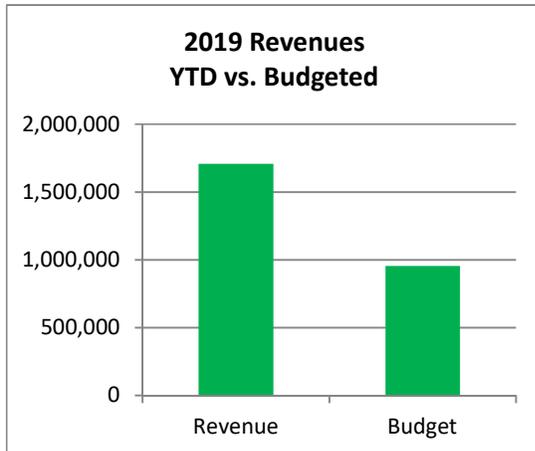


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Impact Fund
Period Ending July 31, 2019
Unaudited

Impact Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	18,435,604	18,435,604	
Revenues:			
Taxes & Fees	1,517,918	855,000	177.5%
Earnings on Investment	189,485	100,000	189.5%
Total Operating Revenues	<u>1,707,402</u>	<u>955,000</u>	178.8%
Expenditures:			
Capital Outlay	<u>816,430</u>	<u>602,839</u>	135.4%
Total Expenditures	<u>816,430</u>	<u>602,839</u>	135.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>890,972</u>	<u>352,161</u>	
Ending Fund Balance*	<u>19,326,576</u>	<u>18,787,765</u>	

* - Unaudited

58% of the fiscal year has elapsed

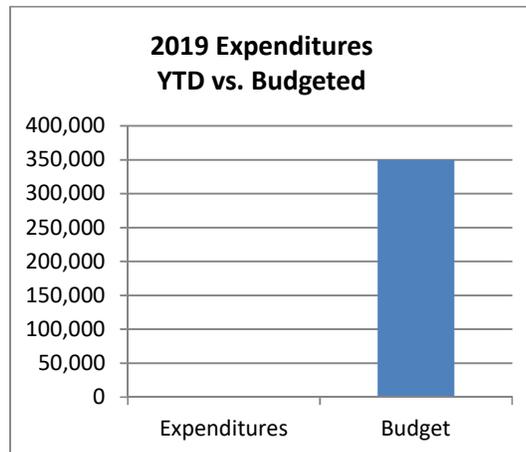
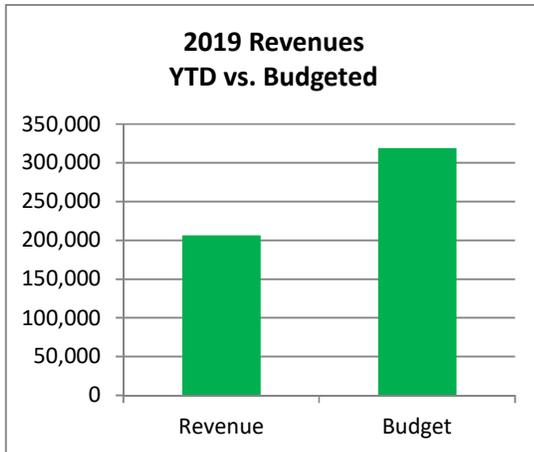


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street Maintenance Fund
Period Ending July 31, 2019
Unaudited

Street Maintenance Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	300,231	300,231	
Revenues:			
Taxes & Fees	205,441	319,000	64.4%
Earnings on Investment	1,088	100	1088.3%
Total Operating Revenues	<u>206,529</u>	<u>319,100</u>	64.7%
Expenditures:			
Operations & Maintenance	<u>55</u>	<u>350,000</u>	0.0%
Total Expenditures	<u>55</u>	<u>350,000</u>	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>206,474</u>	<u>(30,900)</u>	
Ending Fund Balance*	<u>506,705</u>	<u>269,331</u>	

* - Unaudited

58% of the fiscal year has elapsed

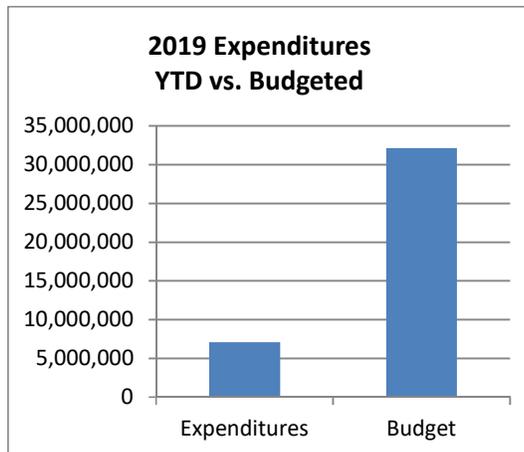
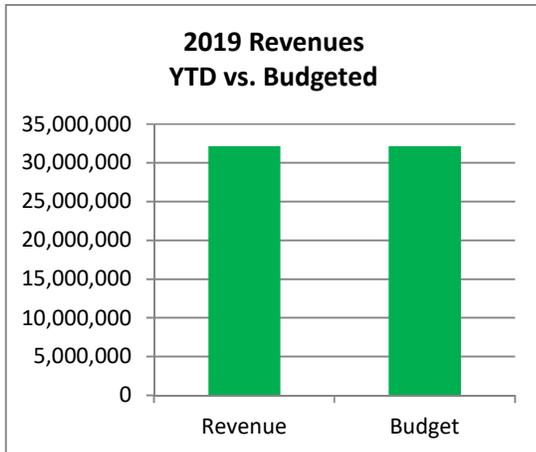


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending July 31, 2019
Unaudited

Recreation Center Fund	2019 Actuals Jan - Jul	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	0	0	
Revenues:			
Transfers In	32,150,000	32,150,000	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	32,150,000	32,150,000	100.0%
Expenditures:			
Operations & Maintenance	7,092,298	32,000,000	22.2%
Total Expenditures	7,092,298	32,000,000	22.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	25,057,702	150,000	
Ending Fund Balance*	25,057,702	150,000	

* - Unaudited

58% of the fiscal year has elapsed



AGENDA ITEM 7

TOWN MANAGER

REPORT



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: August 19, 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):

- 08/26/2019 – Work Session (None Planned)
- 09/04/2019 – Regular Town Council Meeting
- 09/09/2019 – Work Session (Budget)
- 09/16/2019 – Regular Town Council Meeting
- 09/23/2019 – Work Session (Budget)

Administration, Finance, & Planning

- *DOLA Award* – The Town received notice that we have been awarded a \$1 million grant from DOLA for the WCR 50 paving project from WCR 13 to the East Frontage Road. We are waiting for contract documents to arrive and will get started as soon as possible.
- *Waste Management* – The Town met with representatives of WasteManagement. The discussions were related to the current contract and any concerns related to services. Fees for services will increase effective September 1 as per the contract and resolution associated with this fee for residents from \$11.14 to \$11.47 per month for a 95 gallon cart and \$8.18 to \$8.42 for a 65 gallon cart (reserved for seniors only).

Public Works Department

Streets, Stormwater, & Parks

- *Parks* – Mowing is ongoing in all Town parks. The heat is creating extra watering times in order to keep our grounds green. Sprinkler repairs have increased as it appears someone enjoys kicking and breaking them. Irrigation system along Castle Pines was turned off by the HOA. The area impacted is a five foot wide stretch from back of curb on the east side of the street adjacent to Town owned property, from Town hall to the Library. Library staff as well as PW staff notice the grass starting to brown. Johnstown

The Community That Cares

Farms HOA did not want to pay for our watering and there was no communication from the HOA. Crews have adjusted some heads in order to start watering the area again. Staff has started trimming of trees at Town Hall. Trees were trimmed up to avoid pedestrian movement as well as the removal of dead branches. Shelters at Parish and Sunrise Park had some slight repairs done from wear and tear.

- *Streets* – 12 miles of street grading were completed. Roads included: CR 3, CR 20C, CR 44 and CR 46. Staff has applied mag chloride to CR 3 and 20C per the Larimer County and Johnstown maintenance agreement. Crews have also started trimming trees and shrubs from around street, stop and speed limit signs. Painting of curbs has started as well as parking stripes. Crosswalks are having thermal plastic applied. Thermal plastic is a material that is burned in the road with torches in place of paint and has a longer life span compared to paint. Stop bars will also be completed with Thermal plastic.
- *Sweeping* – Our street sweeper has been out on a regular maintenance schedule.
- *Paving* – Hawthorne reconstruction is completed. The cul de sac had some moisture issues and the contractor brought in 4” crushed concrete to help stabilize sub grade. The overlay project that has now turned into a reconstruction project is tentatively scheduled to start back on August 22nd. This will be about a 7 to 10 day project. During this time parking will not be allowed and alternate parking will be needed. This will be an inconvenience, but the final product will be worth the short term wait. The contractor will do what it can to allow some residential use if needed. The RE-5J bus barn and all emergency services will be notified.
- *Trails* – The trail on CR 17 was graded and crusher fines placed on path. Crews also finished placing crusher fines on Lake Path.
- *Weeds* – Weeds were sprayed on Parish Ave. from Settlers to Town limits and other area around Town.
- *Range* – Staff has been working on a new gun range for the Police Department over the last 4 to 5 months at the Central wastewater plant. Crews removed 4 dumpsters of rubbish and built berms and a 50 yard range for police officer training.
- *Development* – Union Street up north is under way. Sanitary sewer has been installed and crews have started the water line. Oakwood homes filing 10 infrastructure installation will begin the week of August 19th. A pre-construction meeting was held the week of the 12th.

Water & Wastewater

- *Water plant* - Plant has maintained a steady increase in daily flows. The approximate average flow is a little over 4 MGD. With the increase of flows crews are using the Town Lake more for raw water treatment. Taste and odor issues have noted in the system and crews have been adding activated carbon to help control this issue. They will continue monitoring and adjust as needed. We had a couple of issues with our VFD (Variable Frequency Drives) controlling pumping operations, which have been repaired. These drives control the pumps at the Distribution pump house.
- *North Tank* – Status of north tank is close to completion. We are waiting on the final telemetry to be connected. PVREA has installed the service to the meter and we are waiting on the electrician to connect service in the vault.
- *Central Wastewater Plant* – Business as usual as out WWTP. The 12” airline is scheduled to be repaired within the next couple weeks. Gaskets in the pipe line are failing due to the high heat the air produces. Staff had to run a temporary waterline to pump

wastewater from the DAF (Dissolved Air Flotation) to the ponds. The existing line is plugged and staff is working on getting line back in operation.

- *Low Point* – Fan press is running on an average of four days a week and sludge removal is approximately 23 tons a week.

AGENDA ITEM 10A

**Final Plat and Final PUD Development Plan
Johnstown Village Filing #1**

(Public Hearing)

*PUBLIC HEARING PROCEDURE –Johnstown Village Filing #1

A. Final Plat and Final PUD Development Plan

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
 - a. Ask to hear from anyone who supports the Final Plan or the Final PUD Development Plan.
 - b. Ask to hear from anyone who opposes the Final Plan or the Final PUD Development Plan.
5. Receive rebuttal from applicant. (*Discretionary and only if warranted at the time.*)
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing. (*No more questions from Council*)
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

Final Plat Approval: I move that we approve the Johnstown Village Filing 1 Final Plat Based upon the presented findings and analysis, with the following Conditions:

- 1) Resolution of any outstanding comments and redlines from the Town Staff and Engineer on the plat, engineering reports and plans, construction drawings.
- 2) Provide evidence of CDOT approval on Highway 60 construction plans and access permit for all work associated with Johnstown Village Filing 1.
- 3) Execution of the Development Agreement related to construction and Maintenance of public and private improvements.
- 4) Execution of the Water and Sewer Service Agreement.
- 5) Dedicate raw water in the time and manner set forth in the Water and Sewer Agreement.
- 6) All outstanding balances owed to the Town to be paid in full.
- 7) (OPTIONS add Council conditions, if any)

And direct staff to prepare a Resolution of approval for consideration on September 4, 2019.

Final Development Plan Approval: I move that we approve the Johnstown Village Final Development Plan based upon the presented findings and analysis, with the following conditions:

1) Resolution of any outstanding comments and redlines from the Town Staff and Engineer on the plan; and

2) (*OPTIONAL*) Update the plans and text of the Final Development Plan with any required revisions, as indicated by Council during this hearing.

And direct staff to prepare an Ordinance for consideration on September 4, 2019.

Denial: I move that we deny approval of the Johnstown Village Filing 1 Final Plat and the Johnstown Village Final Development Plan with the following findings:
(develop/amend findings as appropriate)

1) The proposed development does not substantially further the Comprehensive Plan.

2) The proposed development negatively impacts the adjacent roadways and or neighborhoods in such a way as to render the proposal ill-suited for this site/
configuration/intensity...

3) (*OPTIONAL*) ... Other

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 19, 2019

ITEM NUMBER: 10A

SUBJECT: Public Hearing – Johnstown Village Filing 1 Final Plat & Final Development Plan (PUD)

ACTIONS PROPOSED: Hold Public Hearing and Consider Johnstown Village Filing 1 Final Plat & Final Development Plan (PUD)

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Request: Approval for Final Plat & Final Development Plan (PUD) for Johnstown Village Filing 1

Location: Southeast corner of Colorado Blvd (WCR 13) and south of S 1st Street (CO Hwy 60)

Acreage: 139.36 Acres

Land Use Designation: Low Density Residential; Village Center at Colorado Blvd & Hwy 60 and along northern boundary (~1 block deep)

Zoning: PUD-R and PUD-B

Applicant: Johnstown Village, LLC

Owner: Massey Farms, LLLP

Representatives: Atwell Inc. & Henry Design Group, Inc.

History:

Annexation	6/19/2006	Massey 141 Annexation (ORD 2006-773) & Annexation Agreement
Zoning	6/19/2006	PUD-R & PUD-B (ORD 2006-774) & Outline Development Plat
Preliminary Plat & Preliminary Dev Plan	5/21/2018	Preliminary Plat & Development Plan Approved by Council
Metro District	5/21/2018	RES 2018-07 – Johnstown Village Metropolitan Districts No. 1-5
Final Plat & Dev. Plan	9/12/2018	PZC Recommendation for Approval with Conditions to Town Council

Context:

North	Hwy 60, Podtburg Village PUD, “Purvis” Farm, rural residential
East	Agricultural (Spaur) in Weld Co.
South	Great Western RR, agriculture (Maplewood Acres, Inc.) in Johnstown
West	Clearview PUD

Site:

Current Use	Undeveloped, irrigated crop land, two existing residences and accessory and agriculture buildings (silo) to remain until commercial tract is replatted and develops
Characteristics	Adjacent to two main roads – Colorado Boulevard (ultimately a 4-lane arterial extending from south to north town limits), and Co Hwy 60. The property is quite flat, draining south and east.

Description of the Proposed Project:

The final plat and final development plan review processes follow approvals of the preliminary plat and plans, which set the overall concept for development. The final plat and development plan finalize those preliminary concepts and include site and landscape plans and full construction drawings for all public and private improvements. The Final Plat & Final Development Plan (PUD) for Johnstown Village Filing 1 were heard at the September 18, 2018 Planning & Zoning Commission meeting, receiving recommendations from approval with conditions, several of which have been satisfied in the interim.

The development would connect into Hwy 60 across from the existing Zack Place intersection – intended to become a full-movement, signalized intersection with the buildout of Johnstown Village. That proposed connecting road - Meadowlark Dr., would provide a collector through the northern portion of the subdivision, connecting to Colorado Blvd to the west – across from the existing Carlson Blvd. intersection. The north portion (33 acres) of this area is proposed as three tracts of land for future multifamily and commercial development, with a 14-acre tract to the south, just east of the intersection at Colorado Blvd for attached single family homes – all of which would be subject to future replatting, site planning, and other related development processes. The Applicant is proposing a phased approach to buildout for Filing 1, which provides detailed plans for the single-family detached portions of the subdivision/PUD, in addition to the proposed primary streets, and improvements along Colorado Blvd and Hwy 60 (per CDOT specs and requirements). Landscaping would be installed along the main roads, and perimeters adjacent to Colorado Blvd and Hwy 60 as buildout of public improvements occurs. “Street trees” on local streets would be installed as the homes are built – each builder is required to install landscaping, including one tree near the front sidewalk to obtain the CO for the home. The private pocket parks and the open spaces internal to the development would be developed prior to final acceptance by the Town, and prior to issuance of Certificates of Occupancy for homes in that construction phase of the development.

The development is proposed to be phased as shown in the construction plan set, with Phase I providing Meadowlark Drive and the accesses and improvements at Hwy 60 and Colorado Blvd, the lots northeast of and fronting on Siskin Way, as well as the southeast detention area. Phase II includes the streets and lots south of Siskin Way, Colorado Blvd and adjacent perimeter landscaping from Meadowlark to the south and the larger park and playground. Phase III appears to reference future, undetermined improvements for the northern multifamily and commercial tracts which must be replatted to create buildable lots, dedicate necessary right-of-way, and obtain approval of an amended Final Development Plan.

The proposed plat provides 263 single family lots, ranging in size from 4,906 SF to 15,617 SF with 48% of the lots at 5,999 SF or less, 28.5% ranging from 6,000-6,999 SF; and 23% 7,000 SF or greater. The subdivision also includes several small internal park areas and connecting walking trails, the largest of which is a 5.23-acre tract that includes a playground and plaza area for residents as well as a large detention pond in the southeast corner of the subject site, which would be landscaped with non-irrigated native grasses, for water conservation. A perimeter treatment is proposed along Colorado Boulevard, adjacent to the single-family detached area that includes a 6' tall cedar privacy fence with masonry pillars, 30' wide landscape area with trees, a meandering 10' concrete multi-use (ped, bike) trail, and additional areas of planting beds and irrigated sod running along large existing pipeline easements. The intent would be to continue that landscaping treatment to the north, as the “future” tracts develop. The same 6' cedar fencing, minus the masonry columns, would be provided along the rear property lines of the southernmost lots as a buffer to the railroad.

The proposed lot sizes differ from the required lot mix dictated in the 2006 Annexation Agreement – this was disclosed with 2018 Preliminary Plat hearings and approvals. That agreement required a maximum of 15% of lots at 6,000-7,000 SF – with the remainder at larger lot sizes; as noted above, this plat provides 77% of lots at less than 7,000 SF. Also required by that agreement was a dedication of 8.69 acres of public park land. Staff has since further analyzed the feasibility of the intended 50+ acre community park in this area, and realized that the railroad would severely and irreparably restrict the Town’s ability to provide a cohesive park in this location. This requirement, too, was mentioned in Staff’s review of the 2018 Preliminary Plat, which did not provide for that park area dedication.

Based on the Town Water Engineer’s review, the developer is required to dedicate 19 shares of Consolidated Home Supply Ditch and Reservoir Company (“Home Supply”) for development of the Filing 1 Final Plat. Developer proposes to dedicate 11 shares with the first phase of the development of Filing 1 and the additional 8 shares within approximately 3 years. If developer does not dedicate the raw water for the second phase of Filing 1, then the Final Plat as to that portion of the development shall be void.

Planning & Zoning Commission Recommendation:

Minutes from the September 12, 2018 Planning & Zoning Commission hearing indicate a recommendation to the Town Council of Approval with Conditions:

1. Resolution of all comments from the Town Engineer, Traffic Engineer and Fire District. *Materially satisfied.*
2. Specific text changes to the Final PUD Plan as recommended in Town Planner comments dated August 14, 2018. *Appears to have been satisfied.*
3. Street names on the Final Plat be revised as recommended by the Town Planner. *Satisfied.*

4. That the civil construction drawings be approved by the Town Engineer prior to start of development. *Condition remains.*
5. Offsite sanitary sewer and storm drainage improvements shall be completed with the initial phase of construction. *Included in language of pending development agreement.*
6. CDOT approval of final Hwy 60 frontage construction plans and grant of access permit for Sandpiper Dr. *Condition remains. (note - Sandpiper Dr. is now "Meadowlark Dr.")*
7. The Hwy 60 traffic signal at Sandpiper Drive/Zach Place is not warranted at this time. With each residential building permit Johnstown Village will contribute a proportionate share of the signal cost, as recommended by the Town Traffic Engineer. *Compliance language incorporated into pending development agreement.*
8. That a Water and Sewer Service Agreement, prepared by the Town Water Attorney, and signed by the owner/developer will be presented to the Town Council for consideration with the final plat. *Pending.*
9. That a Public Improvements Development Agreement, prepared by the Town Attorney and signed by the owner/developer will be presented to Town Council for consideration with the final plat. *Pending.*
10. And, that the Applicant work with Town staff regarding fence materials and landscaping on Colorado Blvd. *Applicant is proposing cedar fencing with regularly-spaced masonry columns. Mr. John Franklin had recommended a Trex-type synthetic material for longevity. Staff is satisfied with a cedar material as a typical residential style fence.*

No public input was provided at that PZC hearing.

Outreach:

Town staff requested input from several ancillary reviewers – RE5J School District; Front Range Fire; CDOT. Most have replied that they have no comments or their comments have been satisfied at this time. CDOT continues to work with the Applicant on final construction drawings for required Hwy 60 improvements. Full approval and acceptance of those plans by CDOT is a recommended condition of approval.

One hundred twenty notices were mailed to affected property owners within 500 feet of the property boundary. Signs were posted on the site and the hearing was noticed in the Johnstown Breeze. No feedback has been received by Staff at the time of this publication.

Recommended Findings:

1. The Final Plat and Final Development Plan are substantially consistent with the Johnstown Comprehensive Plan, the approved Massey 141 outline development plan, and the approved Johnstown Village Filing 1 preliminary plat and preliminary development plan.
2. The Final Plat and Final Development Plan have been reviewed by Town staff and ancillary reviewers and have been found to be in substantial compliance and conformance with Town standards, specifications, and codes.

LEGAL ADVICE: The Town Attorney has reviewed the proposed plat and development plan.

FINANCIAL ADVICE: No impact anticipated.

RECOMMENDED ACTION: Consider Approval of Final Plat and Final Development Plan with conditions, as presented. Direct Staff to create a resolution approving the Final Plat and an ordinance for the Final Development Plan (PUD) for action in September.

SUGGESTED MOTIONS:

Final Plat Approval: I move that we approve the Johnstown Village Filing 1 Final Plat, based upon the presented findings and analysis, and with the following Conditions:

- 1) Resolution of any outstanding comments and redlines from the Town Staff and Engineer on the plat, engineering reports and plans, and constructions drawings.
- 2) Provide evidence of CDOT approval on Hwy 60 construction plans and access permit for all work associated with Johnstown Village Filing 1.
- 3) Execution of the Development Agreement related to construction and maintenance of public and private improvements.
- 4) Execution of the Water and Sewer Service Agreement.

- 5) Dedicate raw water for the second phase of Filing 1 in the time and manner set forth in the Water and Sewer Service Agreement.
- 6) All outstanding balances owed to the Town be paid in full.
- 7) (*OPTIONS* add Council conditions, if any.....)

And direct Town Staff to prepare a resolution of approval containing the foregoing conditions.

Final Development Plan Approval: I move that we approve the Johnstown Village Final Development Plan based upon the presented findings and analysis, and with the following conditions, and direct Staff to develop the appropriate Ordinance for hearing and adoption at regular meetings in September; those conditions being:

- 1) Resolution of any outstanding comments and redlines from the Town Staff and Engineer on the plan; and
- 2) (*OPTIONAL*) Update the plans and text of the Final Development Plan with any required revisions, as indicated by Council during this hearing.

Denial: I move that we deny approval of the Johnstown Village Filing 1 Final Plat and the Johnstown Village Final Development Plan with the following findings: (*develop / amend findings as appropriate*)

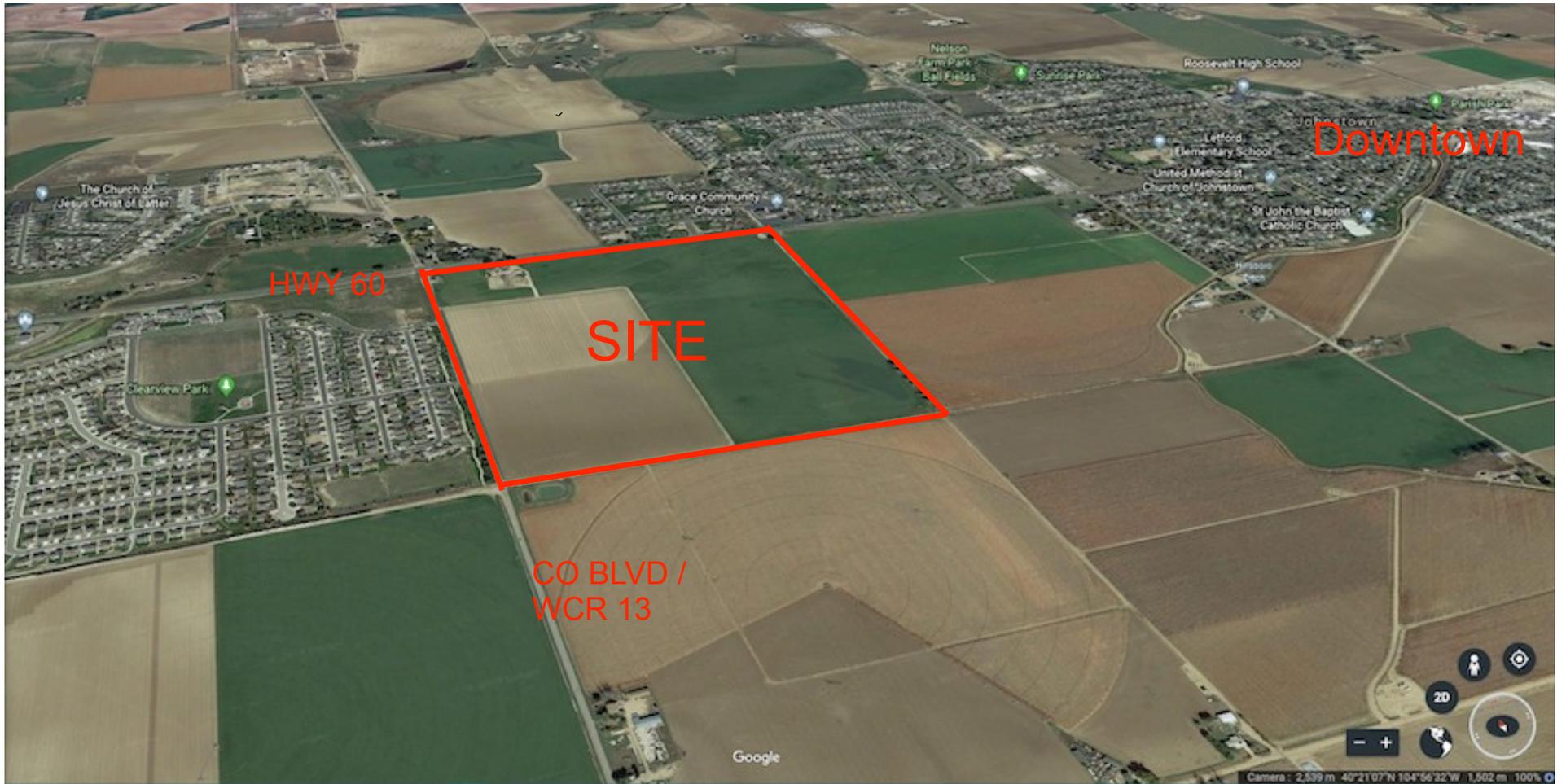
- 1) The proposed development does not substantially further the Comprehensive Plan.
 - 2) The proposed development negatively impacts the adjacent roadways and or neighborhoods in such a way as to render the proposal ill-suited for this site/configuration/intensity...
-

Reviewed:

Town Manager

VICINITY MAP

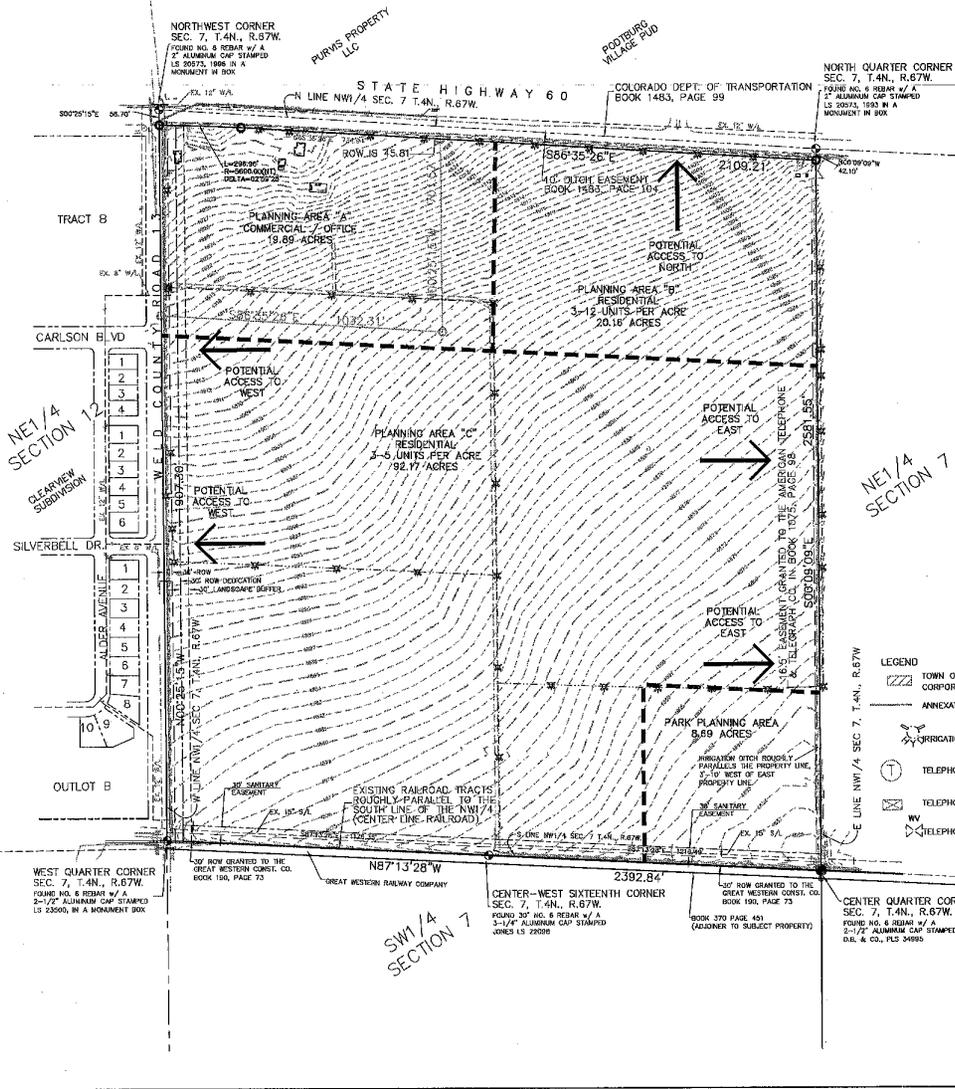
Johnstown Village



Outline Development Plan

MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF THE NW1/4 OF SEC. 7, T4N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO



PROPERTY DESCRIPTION

BEING DESCRIBED AS THE NORTHWEST 1/4 SECTION SEVEN (7), T4N, R67W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

EXISTING DISTRICTS

1. JOHNSTOWN FIRE PROTECTION DISTRICT
2. WELD COUNTY LIBRARY DISTRICT
3. WELD COUNTY SCHOOL DISTRICT RE-6J
4. AINS JUNIOR COLLEGE DISTRICT
5. NORTHERN COLORADO WATER CONSERVATION DISTRICT
6. LITTLE THOMPSON WATER DISTRICT
7. THOMPSON VALLEY RECREATION DISTRICT

LAND USE TABLE

LAND USE	GROSS AC.	GROSS DENSITY	% TOTAL AREA
PLANNING AREA "A"	19.89	N/A	14.12
PLANNING AREA "B"	20.16	3-12	14.31
PLANNING AREA "C"	92.17	3-5	65.40
* PARK AREA	5.69	N/A	5.17
** OPEN SPACE	**	N/A	**
TOTAL	140.91	N/A	100

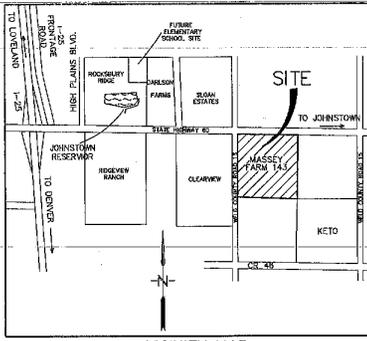
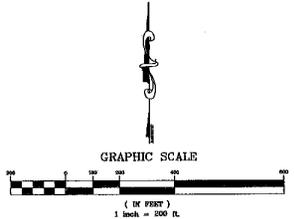
* PARK AREA WILL BE DEDICATED IN THE AMOUNT OF 10% LOCATIONS WILL BE DETERMINED AT THE PRELIMINARY PLAT SUBMITTAL.

** OPEN SPACE WILL BE PROVIDED IN ACCORDANCE WITH THE TOWN OF JOHNSTOWN'S ZONING CODE FOR PUD DEVELOPMENTS ARTICLE D VII SECTION 16.306 D1.

- ### LEGEND
- TOWN OF JOHNSTOWN CORPORATE LIMITS
 - ANNEXATION BOUNDARY
 - IRRIGATION HYDRANT
 - TELEPHONE MANHOLE
 - TELEPHONE JUNCTION BOX
 - TELEPHONE JUNCTION BOX

ENGINEER/SURVEYOR:

ALLIANCE DEVELOPMENT SERVICES
5440 WARD ROAD, SUITE 240
ARVADA, CO. 80002
(720) 698-0600



PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO. THIS _____ DAY OF _____ 200__.

OWNER/PETITIONER:

MASSEY FARMS L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP
2332 SILVER OAKS DRIVE
FT. COLLINS, COLORADO 80526

LAND USE DATA

1. EXISTING ZONING: WELD COUNTY, A-AGRICULTURE
 2. PROPOSED ZONING: TOWN OF JOHNSTOWN PUD
 3. EXISTING USES: AGRICULTURE
 4. PROPOSED USES: SINGLE FAMILY RESIDENTIAL PUD-R
- A) PRINCIPAL USES:
SINGLE FAMILY DETACHED DWELLINGS
PUBLIC PARKS AND RECREATION AREAS
PUBLIC AND PRIVATE SCHOOLS
- B) PERMITTED ACCESSORY USES:
PRIVATE GARAGES, CARPORTS, AND PAVED PARKING
PRIVATE RESIDENTIAL AND GROUP RECREATIONAL FACILITIES
HOME OCCUPATIONS
SERVICE BUILDING NORMAL TO USE IN PUBLIC PARK AREA
- C) CONDITIONAL USES:
CHILD CARE CENTER
NURSING AND REST HOMES
CHURCHES
PRIVATE COMMERCIAL OUTDOOR RECREATIONAL FACILITIES
PUBLIC ADMINISTRATIVE OFFICES AND SERVICE BUILDINGS
PUBLIC UTILITY INSTALLATIONS
- D) PROHIBITED USES:
MOBILE HOME PARKS
COMMERCIAL USES EXCEPT PROFESSIONAL OFFICES
5. COMMERCIAL PUD-B
- A) PRINCIPAL USES:
1) RETAIL STORES:
FOOD STORE, SUPERMARKET
FOOD STORE, CONVENIENCE
DELICATESSEN
BAKERY GOODS STORE
LIQUOR STORE
HARDWARE STORE
DRUGSTORE
2) CUSTOMER SERVICE ESTABLISHMENTS
BARBER AND BEAUTY SHOPS
RESTAURANT AND BAR
SHOE REPAIR SHOP
LAUNDROMAT AND COIN-OPERATED DRY CLEANING
FINE ART STUDIO
3) BUSINESS AND PROFESSIONAL OFFICES
4) BANKS AND SAVINGS AND LOANS
5) MEDICAL AND DENTAL CLINICS
6) PUBLIC ADMINISTRATIVE OFFICES
7) PUBLIC UTILITY OFFICES AND INSTALLATIONS
8) PUBLIC LIBRARY
9) PRIVATE CLUB OR LODGE
10) COMMERCIAL LODGING
11) THEATER
- B) CONDITIONAL USES:
1) MINOR REPAIR, RENTAL AND SERVICING

SCALE VERIFICATION
THIS SCALE VERIFICATION OF THE PLAN IS ONE COPY OF ORIGINAL DRAWING
NOT USED FOR ANY OTHER PROJECTS
NOT USED FOR ANY OTHER PROJECTS

SCALE: 1" = 200'

DATE: 2/23/2005

PROJECT NO: 141

PROJECT NAME: MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

OWNER: MASSEY FARMS L.L.P.

ENGINEER/SURVEYOR: ALLIANCE DEVELOPMENT SERVICES

PROJECT NO: 141

PROJECT NAME: MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

OWNER: MASSEY FARMS L.L.P.

ENGINEER/SURVEYOR: ALLIANCE DEVELOPMENT SERVICES

PROJECT NO: 141

PROJECT NAME: MASSEY FARMS 141 OUTLINE DEVELOPMENT PLAN

OWNER: MASSEY FARMS L.L.P.

ENGINEER/SURVEYOR: ALLIANCE DEVELOPMENT SERVICES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, SEPTEMBER 12, 2018
COUNCIL CHAMBERS
450 S. PARISH AVE.**

- 1. CALL TO ORDER:** *Vice Chair Montez opened the meeting at 7:01 pm.*
- 2. ROLL CALL:** *Present were Commissioners Kiovsky, Eady, Montez, Kingsolver, Geisendorfer and Storms.*
- 3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None.*

- 4. PUBLIC HEARINGS: Final Plat and Final Site Development Plan – Johnstown Village Filing No. 1:** *Vice Chair Montez opened the hearing at 7:05pm. Town Planner Franklin introduced the item and presented the staff's report. Owners Robert Quinette, Harvey Deutsch and Planner Karen Henry, Henry Design Group discussed project and answered questions from the Commissioners:*

Commissioner Questions:

Regarding the fencing as recommended by staff is Trex. Are you saying you would not install Trex but would install cedar? (Yes)

Regarding the sod as recommended by staff in the easement along Colorado Blvd. Are you saying you would install native grass? (Yes)

When will the Attached and Multi-family areas be developed, and will this defer construction of the collector to Hwy 60. (Project needs to have infrastructure installed, and no the roads around these areas will be constructed with Phase 1)

What about a crosswalk across Hwy 60 at Zach Place? (Town would include a crosswalk and pedestrian signals when the traffic signal is installed)

Do you agree with the remainder of the Town Planner's August 14 comments? (Yes)

Vice Chair Montez called for public comment. No one spoke.

Vice Chair Montez closed the hearing at 7:40 pm. The hearing was reopened and closed again at 7:45pm. Vice Chair Montez called for discussion and a motion.

Motion by Commissioner Kiovsky, seconded by Commissioner Kingsolver to recommend approval of the Johnstown Village Final Subdivision Plat and Final Site Development Plan with the following condition(s):

- 1. Resolution of all comments from the Town Engineer, Traffic Engineer and Fire District.*
- 2. Specific text changes to the Final PUD Plan as recommended in Town Planner comments dated August 14, 2018.*
- 3. Street names on the Final Plat be revised as recommended by the Town Planner.*
- 4. That the civil construction drawings be approved by the Town Engineer prior to start of development.*
- 5. Offsite sanitary sewer and storm drainage improvements shall be completed with the initial phase of construction.*
- 6. CDOT approval of final Hwy 60 frontage construction plans and grant of access permit for Sandpiper Dr.*

7. *The Hwy 60 traffic signal at Sandpiper Drive/Zach Place is not warranted at this time. With each residential building permit Johnstown Village will contribute a proportionate share of the signal cost, as recommended by the Town Traffic Engineer.*
 8. *That a Water and Sewer Service Agreement, prepared by the Town Water Attorney, and signed by the owner/developer will be presented to the Town Council for consideration with the final plat.*
 9. *That a Public Improvements Development Agreement, prepared by the Town Attorney and signed by the owner/developer will be presented to Town Council for consideration with the final plat.*
- And, that the Applicant work with Town staff regarding fence materials and landscaping on Colorado Blvd.*
- Unanimous.*

5. NEW BUSINESS:

- A. Approval of Minutes of August 22, 2018:** *Motion by Commissioner Kingsolver, seconded by Commissioner Storms to approve the minutes as presented. Unanimous.*
- B. County Referrals:** *Larimer County referral of Gerrard Estates PLD.*

6. STAFF REPORT: *Town Planner Franklin discussed the following:*

- A. Recent Town Council Actions (Attachment)**
- B. Applications in Review (Attachment)**
- C. Project and Program Updates:** *I-25 Express lanes Groundbreaking, Hwy 402 Interchange schedule.*

7. COMMISSIONERS' ITEMS: *Town Planner Franklin mentioned that he has no items for September 26 and will be out of the state before the October 10 meeting. The next meeting will be October 24.*

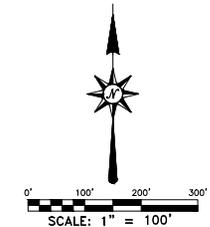
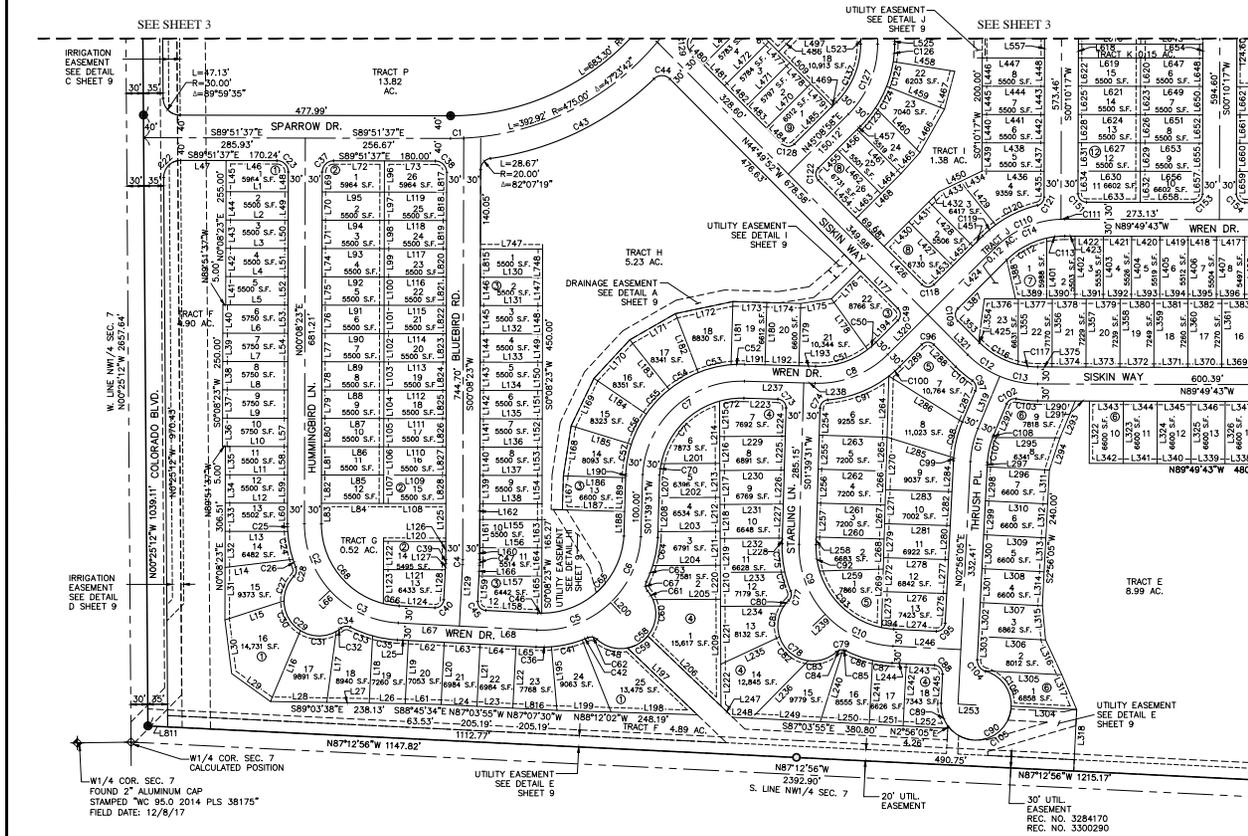
8. ADJOURN: *Vice Chair Montez adjourned the meeting at 8:40pm.*

Respectfully submitted by John Franklin, Town Planner, as Secretary to the Commission.

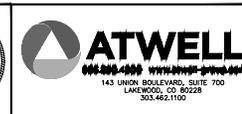
Final Plat

JOHNSTOWN VILLAGE FILING NO. 1

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



- NOTE: UTILITY EASEMENTS ALONG RIGHTS-OF-WAY AND SIDE LOT LINES ARE 6 FEET IN WIDTH. ALONG REAR LOT LINES ARE 8 FEET IN WIDTH.
- LEGEND
- FOUND RED PLASTIC CAP STAMPED "ATWELL PLS 38452"
 - SET #5 REBAR W/ RED PLASTIC CAP STAMPED "ATWELL PLS 38452"
 - ✦ ALIQUOT SECTION CORNER, AS NOTED
 - SUBJECT PARCEL BOUNDARY LINE
 - - - SECTION LINE
 - - - EASEMENT LINE, AS NOTED
 - LOT/TRACT LINE
 - - - STREET RIGHT-OF-WAY LINE
 - ⊗ BLOCK NUMBER



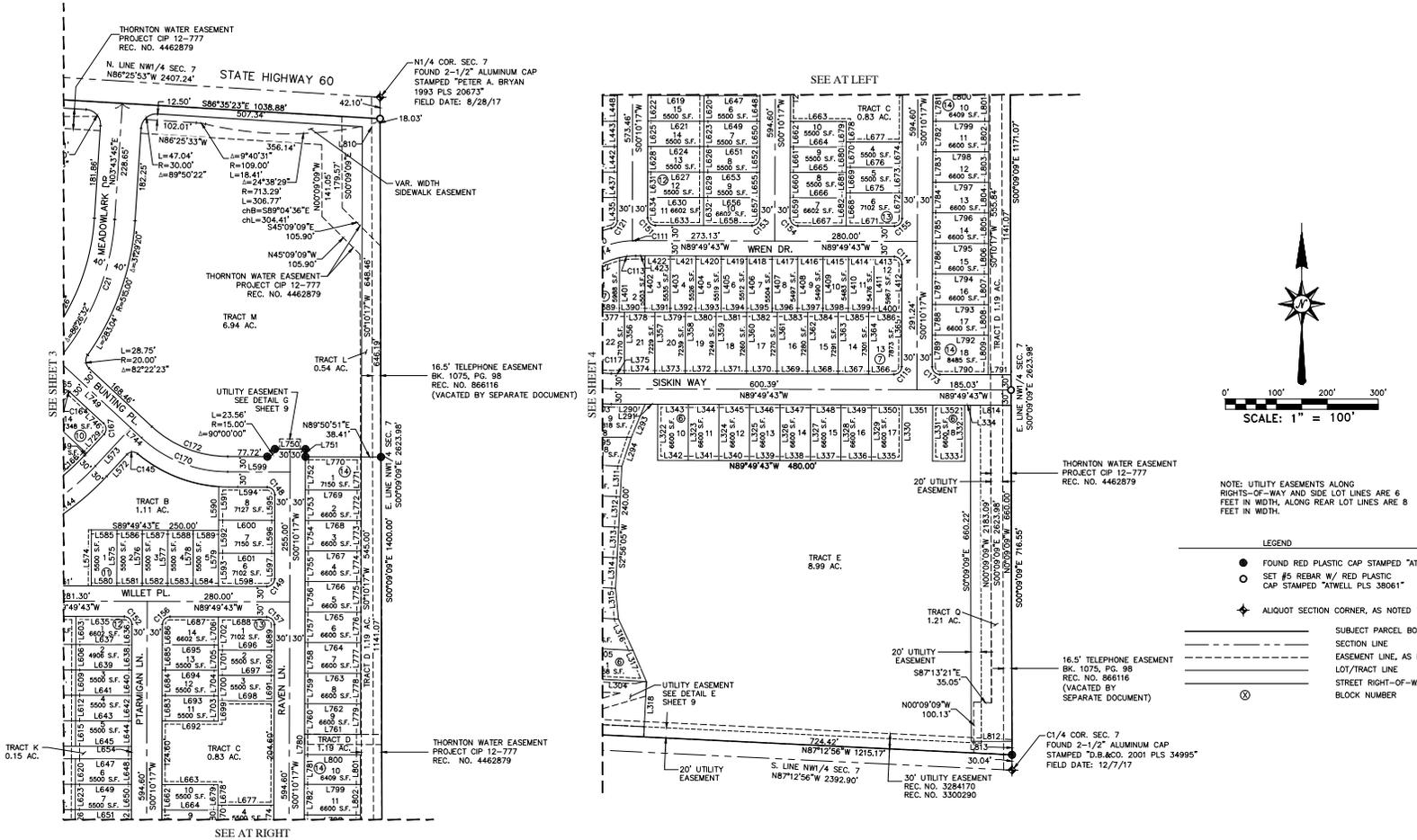
REVISIONS	

SHEET
4
OF 9

File No. 17002082
Date Drawn 12/07/13
Drawn By: TMS
Checked By: BCR
Job No. 7002082

JOHNSTOWN VILLAGE FILING NO. 1

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



- NOTE: UTILITY EASEMENTS ALONG RIGHTS-OF-WAY AND SIDE LOT LINES ARE 6 FEET IN WIDTH, ALONG REAR LOT LINES ARE 8 FEET IN WIDTH.
- LEGEND
- FOUND RED PLASTIC CAP STAMPED "ATWELL PLS 38452"
 - SET #5 REBAR W/ RED PLASTIC CAP STAMPED "ATWELL PLS 38061"
 - ◆ ALIQUOT SECTION CORNER, AS NOTED
 - SUBJECT PARCEL BOUNDARY LINE
 - - - SECTION LINE
 - - - EASEMENT LINE, AS NOTED
 - - - LOT/TRACT LINE
 - - - STREET RIGHT-OF-WAY LINE
 - ⊙ BLOCK NUMBER



REVISIONS	

SHEET
5
OF 9

File No. 17002082
Date Drawn 12/07/13
Drawn By: TMS
Checked By: BCR
Job No. 7002082

Phasing Plan

**P.U.D. Final
Development Plan**

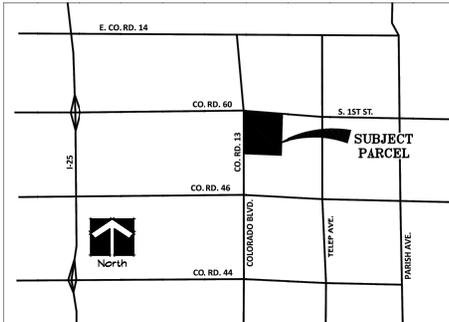
JOHNSTOWN VILLAGE

P.U.D. - FINAL DEVELOPMENT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

VICINITY MAP

SCALE: 1" = 1,000'



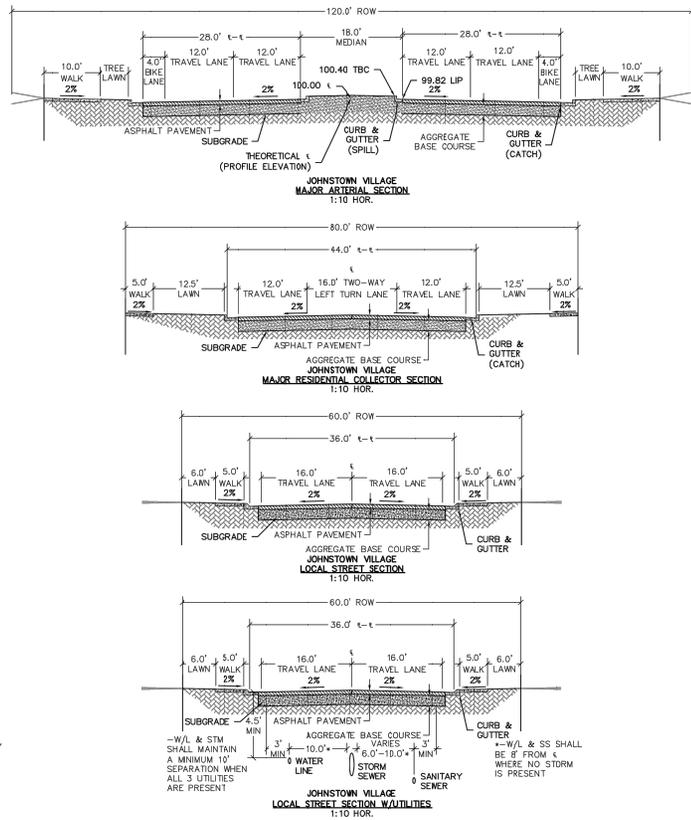
SHEET INDEX

- 1 COVER SHEET
- 2 FINAL SITE DEVELOPMENT PLAN
- 3-4 DEVELOPMENT STANDARDS
- 5 OVERALL LANDSCAPE PLAN
- 6-11 LANDSCAPE PLAN
- 12-13 PARK PLAN ENLARGEMENTS
- 14 PLANTING DETAILS
- 15 PLANTING NOTES
- 16 SITE DETAILS

LAND USE SUMMARY

LAND USE	AREA IN ACRES	PERCENT OF TOTAL
SFD LOTS (263)	39.46	28.32
OPEN SPACE TRACTS	11.09	7.96
PARKS	5.34	3.83
DETENTION	9.05	6.49
RIGHT-OF-WAY	26.19	18.79
FUTURE MULTI-FAMILY	12.97	9.31
FUTURE SINGLE FAMILY ATTACHED	13.82	9.92
FUTURE COMMERCIAL	20.44	14.67
DIRECTOR'S PARCEL (TRACT Q)	1.00	0.71
TOTAL	139.36	100%

TYPICAL STREET CROSS-SECTIONS



LEGAL DESCRIPTION

KNOW ALL PERSONS BY THESE PRESENTS THAT MASSEY FARMS, LLLP, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

EXCEPT THOSE PORTIONS DESCRIBED IN DEEDS RECORDED JUNE 24, 1905 AT RECEPTION NO. 103575 (BOOK 212, PAGE 188) AND AUGUST 6, 1957 IN BOOK 1483, PAGE 99.

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, RIGHTS-OF-WAY AND EASEMENTS AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

EXECUTED THIS ____ DAY OF _____, 20__.

OWNER - MASSEY FARMS LLLP

STATE OF COLORADO)
)S
COUNTY OF WELD)

THE FOREGOING CERTIFICATE OF OWNERSHIP AND MAINTENANCE WAS ACKNOWLEDGED BEFORE

ME BY _____

ACTING IN HIS CAPACITY AS _____ OF _____

THIS ____ DAY OF _____, 20__.

WITNESS MY HAND AND OFFICIAL SEAL _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

SIGNATURE BLOCKS

PLANNING AND ZONING COMMISSION APPROVAL

THIS PUD - FINAL DEVELOPMENT PLAN, TO BE KNOWN AS JOHNSTOWN VILLAGE, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE ____ DAY OF _____, 20__.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL APPROVAL

THIS PUD - FINAL DEVELOPMENT PLAN, TO BE KNOWN AS JOHNSTOWN VILLAGE, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE ____ DAY OF _____, 20__.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SURVEY CERTIFICATION

I, BRIAN C. RITZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I MADE THE WITHIN AND FOREGOING PLAT AND DESCRIPTION OF THE LAND AS HEREIN DESCRIBED, AND THAT THE LOTS, ANGLES, DISTANCES, AREA AND LOCATION, AS INDICATED ON SAID PLAT AND CONTAINED IN SAID DESCRIPTIONS, ARE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.



BRIAN C. RITZ, PLS
COLORADO REG. NO. 38452
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

APPLICANT:
Johnstown Village, LLC
17 Bacon Hill Lane
Greenwood Village, CO 80111
303-796-9000

Civil Engineer:
ATWELL

143 Union Boulevard, #700
Lakewood, CO 80228
303-463-1100

PLANNER +
LANDSCAPE ARCHITECT:



THE HABITAT GROUP, INC.
LANDSCAPE ARCHITECTS
1430 W. 10TH AVE. SUITE 100 DENVER, CO 80202
303-733-1000

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
Johnstown, Colorado

DRAWN BY: JN
CHECKED BY: JN
ISSUE DATE: 6-15-2018
REVISIONS: 18-12-2018
 2-25-2019

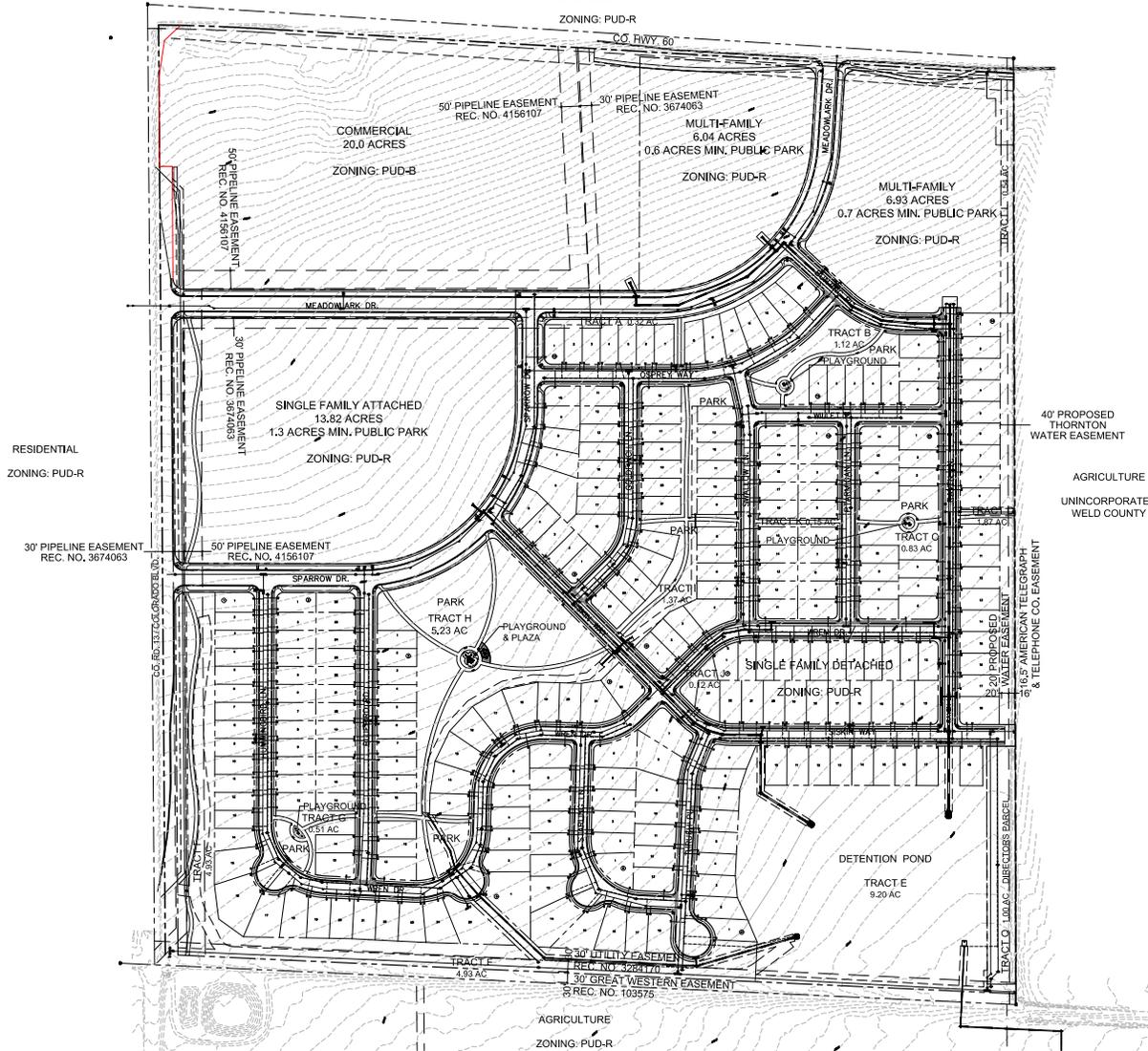
SHEET TITLE
COVER SHEET

SHEET NUMBER
1 of 16

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

RESIDENTIAL
& AGRICULTURE

ZONING: PUD-R



○ OVERALL SITE PLAN

APPLICANT:
 Johnstown Village, LLC
 17 Bacon Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

CHA ENGINEER:
ATWELL

143 Union Boulevard, #700
 Lakewood, CO 80226
 303-463-1100

PLANNER +
 LANDSCAPE ARCHITECT:

H
 THE HUBBARD GROUP
 10000 E. Harvard Ave., Suite 100
 Denver, CO 80231
 Phone: 303-750-1000 Fax: 303-750-1000

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

DRAWN BY: JY
 CHECKED BY: JMS
 ISSUE DATE: 6-15-2018
 REVISIONS: 1-12-2018
 5-25-2019

SHEET TITLE

**OVERALL
 SITE PLAN**

SHEET NUMBER
 2 of 16

JOHNSTOWN VILLAGE

P.U.D. - FINAL DEVELOPMENT PLAN LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DEVELOPMENT STANDARDS

I. GENERAL INTENT

It is intended that Johnstown Village be a reasonably priced mixed use neighborhood with single family detached homes, single family attached townhomes, multi-family homes and community serving commercial. Pedestrian and vehicular connections are provided into the adjacent neighborhoods to create a sense of community and to not separate this neighborhood from the existing residents to the west and north and future residents to the east and south.

Johnstown Village will be a quality community with a homeowner's association or metro district responsible for maintenance of all common areas, landscaping, maintenance of the detention pond, internal parks and various open space areas. Attention will be taken to incorporate the landscape areas along the perimeter streets into the community so that a statement of quality is maintained throughout the development.

II. DESIGN INTENT

A. Buffering

The relationship to the perimeter arterial street as well as the collector streets will be very important. Therefore, the rear lot lines that about these major exterior street frontages will be setback from the street right-of-way to provide additional landscape area and visual buffer, and allow the adjacent sidewalk to meander slightly. This is intended to create an attractive exterior streetscape for this community.

B. Landscaping

Community design elements will contribute to making Johnstown Village a quality community. These elements will include internal park amenity areas, connecting open space corridors, landscaped entry features and monumentation, appropriate lighting, pedestrian and bicycle circulation paths, street trees in front of each home, uniform perimeter fencing and other appropriate design features. The primary entry statement will be at the access point into the neighborhood from State Highway 60 and WCR 13. This area will include an entry monument sign with landscaping to provide a pleasing presentation from the street.

C. Trail Connections

Pedestrian and bicycle access will be provided along the arterial and collector street sidewalks that will link this residential area with developed areas of the Town. Trail linkages will also be provided within portions of the internal open park areas of Johnstown Village with ten-foot wide concrete trails, at a minimum depth of six (6) inches. The focus of these trail connectors will be to connect meandering walks adjacent to arterial and collector streets to the sidewalk linkages from the residential areas and into the parks and open space areas.

D. Parks and Open Space

A 5.23 acre neighborhood park central to the neighborhood provides the organizing element of the neighborhood. Pocket parks are planned to complement the neighborhood park. The neighborhood park includes a multi-purpose play field, picnic shelter and playground. This park is mostly bordered by streets and provides street access in all directions, creating a visible and easily accessible space. Trail connections and sidewalks tie into the park from all portions of the neighborhood.

E. Fencing and Screening

The fencing program for Johnstown Village shall be as follows (see Landscape Plan for general locations, types, and details of Builder/Developer installed fences):

- Fencing for residential lots within Johnstown Village shall be cedar, as described herein.
- Privacy fences shall be cedar, 6 feet in height along the rear property lines of those lots adjacent to WCR 13 / Colorado Blvd. and along the rear property lines of the lots, or lots that directly abut another lot's rear property line (see Landscape Plan for locations). The fence along WCR 13 / Colorado Blvd shall have 36" wide masonry columns with a pitched decorative cap at locations specified on the landscape plan. Where fences of differing heights abut, the taller fence shall taper (at a maximum 2:1 ratio) to the height of the lower fence.
- Open Rail fencing between dwelling units towards the front shall be provided by the homeowner.
- Open Rail fencing shall be cedar, 3.5 feet in height along the rear and side property lines of those lots that are adjacent to internal open space frontages within Johnstown Village. Where fences of differing heights abut, the taller fence shall taper (at a maximum 2:1 ratio) to the height of the lower fence.
- Internal lot line fencing shall be cedar privacy rail, and shall be of a consistent design. If privacy fence is installed it shall taper (at a maximum 2:1 ratio) to the height of the approved rail fence or existing fence where it joins a common property line.
- Fencing in the single family attached, multi-family and commercial areas is optional. Privacy fencing shall be used to screen mechanical equipment and waste receptacle. Fencing in these areas shall complement the color, design and architecture of the structures.

F. Architecture

The intent of the architecture within Johnstown Village is to provide homes, including single family detached homes, single family attached homes and multi-family homes, of various architectural designs, colors and articulation which are complementary to one another but not monotonous. The homes shall relate to the street and create diversity along streets. It is encouraged that the homes have a variety of private outdoor living spaces which may include patios, front porches or balconies. The elevations shall reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs. The street facing elevation (including doors and windows, but excluding roof area) shall have a minimum of thirty (30) percent masonry (brick, stone, cultured stone or textured EIFS), and outside corners of street facing elevations shall be wrapped with the masonry product a minimum of two (2) feet. Elevations are required to have at least three (3) variations in the front and two (2) variations in the rear. All elevations are subject to Town staff review and approval at the time of permit. Single family detached homes shall have a minimum of a two-car space garage. Detailed elevations of the proposed homes and structures shall be submitted to and approved by the Town, illustrating compliance with the architectural features and standards listed within this PUD document, or the Town of Johnstown Design Guidelines where not addressed herein.

Commercial architecture shall provide high quality finishes and materials reflective of the region. Massing, scale, order and proportion shall be based on location and type of commercial use.

G. Utilities

All existing and proposed electrical, telephone and cable utilities shall be underground.

RELATIONSHIP OF TOWN REGULATIONS

The provisions of this PUD shall prevail and govern development of Johnstown Village to the extent permitted by the Town of Johnstown Municipal Code. Where the provisions of the PUD do not clearly address a specific subject or are silent, the provisions of the Town of Johnstown Municipal Code, or any other codes or regulations of the Town of Johnstown shall prevail. All proposed development within the single family attached, multi-family, and commercial areas is subject to Town of Johnstown review procedures and will require an amendment to this Final Development Plan with updated development plans for those areas.

COMMUNITY DESIGN PRINCIPLES AND DEVELOPMENT STANDARDS

All Guidelines as established by the Town of Johnstown Municipal Code and Design Guidelines shall apply except as provided below:

A. Residential Architecture, Single Family Detached

The intent within the Johnstown Village Subdivision is to build homes of various architectural designs that relate homes to the street, that create diversity and variety along residential streets, many shall have front porches that reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs. These PUD standards are intended to ensure that an adequate mix of models and styles are offered within the neighborhood and within each block face. Through the standards included here, the PUD shall comply with the intent of the Town's diversity requirements. The developer/builder, along with the Town, shall enforce these requirements as individual homes are built on said lots.

- Model diversity for blocks greater than 6 lots:**
 - Each block face shall contain at least three (3) different models that have significant variations in the elevations and massing. Differentiation in models requires at least four (4) of the following variations:
 - Home size
 - Elevation
 - Color scheme
 - Use of exterior material
 - Garage component (at street-access condition)
 - Roof form
 - Each block face shall contain no more than four (4) of the same model with the same architectural style.
 - Significant variation in the range of wall colors on a block face is required. Different body colors shall be used on adjacent buildings and across the street from one another. Treat a block face as a unified composition.
 - The same home model and elevation shall not be built within three lots of each other, on both sides of the street - i.e., the 4th lot over may contain the same model. Models with two or more approved elevations and/or a model that is mirrored, with a varied color schemes and some meaningful change in design feature may be permitted under this section.
 - At least one third of the buildings on each block face shall have a front porch.
 - All homes shall have at least a two-car garage.
- Stylistic diversity:** Each model shall have at least two (2) architectural styles and color schemes. This requires:
 - Roof form/lines and profiles
 - Different window and door styles
 - Different entry treatments and locations including porches, columns, etc.
 - Single and two-story homes
- Enhancements at corners:** At corners, buildings shall address the side street or open space. Corner lots shall be wide enough to allow for side elevation enhancements. At least two (2) of the following enhancements are required:
 - A side or wrap-around porch, or a bay window.
 - Windows or glazed doors that face the side street or open space.
 - One change in the vertical or horizontal wall plane using color, material or siding orientation.
 - Brackets, projections, belt courses, belly bands, accent siding or other such details.
 - On-ramp roofs, accent siding will not be required.
- Architectural style:** New residential architecture shall resemble the architecture commonly found in Colorado neighborhoods as well as more modern designs. The goal is to create the memorable character, identity and appeal that these neighborhoods possess, not to provide exact replicas of historic buildings.
- Massing:** The mass of a house should strongly reflect its architectural style and be scaled to provide visual interest and depths, and reduce bousness.
- Roofs:** Roof forms and pitches of a house shall strongly reflect its architectural style. In general, a simple dominant roof form should be used in combination with complementary secondary and minor roof forms and elements.
 - Roof overhangs, eaves, fascia and soffit detail shall be detailed appropriately for the architectural style of the building.
 - The character and placement of dormers, when used, shall also reflect the architectural style of the building.
 - All roofs shall have thirty (30) year architectural style shingles. Any alternative shingle type shall be submitted to the Town for prior approval. Three-tab conventional asphalt shingles shall not be permitted.
- Covered entries and porches:**
 - A covered entryway for the front door is required.
 - Porch designs shall reflect the architectural style of the building. Where provided, a porch shall be at least six (6) feet deep, eight (8) feet wide, and be defined by columns or similar architectural features that are scaled and detailed to reflect their style.
 - Raised porch floors, sixteen (16) inches or more above the finished grade, are encouraged.
- Front doors:** Front doors shall be designed, detailed and located to be prominent architectural elements visible from the street. The door style, scale and trim shall complement the architectural style of the building.
- Windows:** The window type, composition, proportions and trim for a house shall strongly reflect its architectural style. Windows must amount to a minimum of thirty (30) percent of front facing elevation and a minimum of twenty (20) percent of a side or rear facing elevation. The use of muntins is encouraged to create a smaller scale.
- Exterior embellishments:**
 - At least twenty-five (25) percent of each front & street-side facade, excluding openings, shall be masonry, brick, stone, or equivalent material.
 - Bays, projections, brackets, trim and material changes that are appropriate for the expression of the architectural style of a building shall be used.
- Exterior color:** The skillful use of color variation is especially important. Monotonous color palettes are not allowed and must comply with the model diversity variations listed above.
 - Strong colors shall be muted shades or tints of the pure hue to ensure that colors are subdued. High gloss paints are not allowed. Use saturated color hues sparingly as accents.
 - Wall, trim, accent, roof and masonry colors shall be coordinated.
 - Generally, corner trim should be of similar or lighter value than the main body color.
- Decks:**
 - All vertical elements (columns, beams, railing, stairs, and supports), fascia and overhead elements of elevated and walkout decks shall be painted or stained to match or complement the permanent colors of the main structure and not left to weather naturally.
 - Deck posts shall be a minimum of six (6) inches in section unless grouped (two [2] or more posts) or enhanced with a built-up wood or masonry wrap or cladding.
 - Rear lot ground level decks and railings are exempt from this painting/staining provision.
- Allowable building extensions:** Cornices, canopies, eaves or similar architectural features, counterforts, brick ledges, may extend from the building into a required yard setback not more than two (2) feet. Open, unenclosed, uncovered porches less than 30 inches above ground level may extend into a required yard not more than six (6) feet, excluding roof overhangs. Window wells, covered patios, covered and uncovered decks, and similar features of the structure may extend from the building into a required setback not more than three (3) feet.

- Garages:** Homes, not garages, shall have the emphasis on residential streets. The intent is that residential streets have variety and that garages do not dominate homes and streets. Fifty percent of the garages on a block facing shall incorporate one of the following:
 - Side-loaded garages;
 - Garages recessed a minimum of two feet behind the front facade of the living space within the house;
 - Garages that protrude no more than five feet in front of the dwelling portion of the structure; and
 - Garages recessed a minimum of two feet beneath a second floor bay.
- Accessory Structures:** Any accessory structures must match color of residence and be constructed of residential building materials.
- Landscaping:**
 - The Developer, his successors or assigns shall install landscaping within the common open space area abutting and/or any local street right-of-way which abuts these areas. The developer will also install landscaping within the tract's arterial and collector street right-of-way. Automatic irrigation system(s) shall be provided for all the above landscaping. The only exception will be in those areas where the primary proposed ground cover is native or dryland grasses.
 - The home builder shall install front yard landscaping and automatic irrigation systems as follows:
 - An average of one (1) deciduous or ornamental tree for every forty (40) linear feet of residential lot frontage or portion thereof based on the location of the driveway, utility services and site visibility triangle. The tree shall be along with live groundcover, including a combination of grass, trees, flowers, grass or shrubs within 7.5 feet of right-of-way behind the sidewalk to the lot line. The ROW landscaping is in addition to the required front yard landscaping.
 - Soil for the front yard setback of each home. There shall be a minimum of seventy-five percent (75%) live material between the front of the house and the curb unless otherwise approved by the Town.
 - Four (4) shrubs for the front yard setback of each home.
 - The automatic irrigation system shall be from the domestic tap for the home.
 - Rock mulch within the 5' side setback of each home.
 - The homeowner shall install the following landscaping:
 - Install remainder of yard, and is encouraged to plant additional trees, shrubs and flowers using xeriscape principles and the general provisions set forth in Town regulations.
 - Maintain the yard and landscaping within the adjacent road right-of-way in accordance with Town regulations.
- Single Family Attached Housing**

Single Family Attached housing shall meet the Town of Johnstown Design Guidelines in addition to the following architectural design standards:

 - The facades of townhouse structures shall be articulated to differentiate individual units.
 - The street facing elevation (including doors and windows, but excluding roof area) shall have a minimum of thirty (30) percent masonry (brick, stone, cultured stone or texture EIFS); and outside corners of street facing elevations shall be wrapped with masonry product a minimum of two (2) feet.
 - Townhome side exterior wall area of each row or attached cluster of units shall be composed of one of the following:
 - At least 25 percent full-width brick or stone (excluding window and door areas and related trim areas) with the balance being any type of lap siding and/or stucco.
 - A maximum of 60 percent stucco (excluding window and door areas and related trim areas) with the balance being any type of lap siding, brick, stone, or combination thereof.
 - Each individual single-family attached townhouse shall provide a private outdoor patio or deck area with minimum floor area dimensions of at least five feet by seven feet. Such an area may be either at or above the surrounding grade, but shall be clearly demarked by patio paving, decking, a privacy screen, a three-foot wall, or landscape screening.
 - No more than six townhouse units may be attached in any single row or building cluster.
 - Each street facing facade of each home shall have a minimum window area of 12 square feet of glass area. On any elevation requiring a window, the garage, basement or entry door windows shall not be used to satisfy the window requirement.
 - Each window that is not located in a portion of the wall clad in masonry shall have either a minimum four-inch nominal wide wood trim border or shutters a minimum of twelve (12) inches wide.
 - Window frames other than wood shall be either anodized, electrochromically painted, vinyl clad or vinyl. Unpainted aluminum window frames are prohibited except for basement windows. Wood frames shall be painted, sealed or stained.
 - Each door that is not located in a portion of the wall clad in masonry shall have a minimum four-inch nominal wide trim border.
 - All rooftop equipment, including without limitation HVAC units, swamp coolers and antennas, shall not be placed on the street facing portion of the roof.
 - Piping, venting, flashing, solar panel frames, and other rooftop equipment exposed to view shall be finished to match the roof surface color or otherwise designed to blend with the roof surface.
 - A primary roof slope of at least 5:12 shall be provided unless the architectural style dictates otherwise.
 - It is encouraged that units be designed so that the unit's garage door or doors and its front entry appear on different sides of a building.
 - Development of the single family attached tract shall be subject to development plan review and approval by Planning Commission and Town Council.
- Multiple Family Housing**

Multiple Family housing shall meet the Town of Johnstown Design Guidelines in addition to the following architectural design standards:

 - Building massing**
 - All multifamily buildings shall be designed to provide complex massing configurations with a variety of different wall planes and roof planes. Plain, monolithic structures with long, monotonous, unbroken wall and roof plane surfaces is not permitted.
 - On small multifamily buildings (12 units or less), the massing and use of exterior materials shall be arranged wherever possible to portray the appearance of a large single-family home.
 - Architectural elements**
 - All multifamily buildings shall employ at least two of the following design items applied consistently along each facade:
 - Projections.
 - Recesses.
 - Shadow lines.
 - Window patterns.
 - Overhangs.
 - Relief.
 - Changes in parapet height.

APPLICANT:
Johnstown Village, LLC
17 Beaver Hill Lane
Greenwood Village, CO 80111
303-796-9000

CHA ENGINEER:



143 Union Boulevard, #700
Lakewood, CO 80228
303-463-1100

PLANNER +
LANDSCAPE ARCHITECT:



THE HUBBY DESIGN GROUP
1000 W. 100th Ave. Suite 1000
Lakewood, CO 80228

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
Johnstown, Colorado

DRAWN BY: JN
CHECKED BY: JN
ISSUE DATE: 6-15-2018
REVISIONS: 10-12-2018
7-28-2019

SHEET TITLE

DEVELOPMENT
STANDARDS

SHEET NUMBER

3 of 16

JOHNSTOWN VILLAGE

P.U.D. - FINAL DEVELOPMENT PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DEVELOPMENT STANDARDS

C. Multiple Family Housing (continued)

- b. Stairways shall not be located outside of the building envelope.
- c. Entrances to apartment buildings should be identifiable by an architectural treatment such as a covered porch or a different roofline treatment.
3. Exterior wall materials.
 - a. For all multifamily buildings, the total net exterior wall area (excluding windows and doors of each such building) shall be composed of one of the following:
 1. At least 90 percent brick or stone (excluding window and door areas and related trim areas) with the balance being any type of stucco.
 2. At least 20 percent brick or stone (excluding window and door areas and related trim areas) with the balance being stucco and/or a "cementitious" lap siding. (A cementitious lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.)
 3. All stucco provided there are unique design features in the elevations of the buildings.
 4. Prohibited exterior building materials include smooth-face concrete block, painted concrete block, field painted metal siding, highly reflective metal siding, and unfinished metal siding.
 - b. An area equal to 20 percent of the facade of each garage along major and minor arteries shall be masonry.
4. Roofing materials: all sloped roof areas shall be clad with high profile composition shingles such as slate, tile, shake, or dimensional asphalt shingles.
5. Roof shapes.
 - a. All one-story multifamily buildings shall have a pitched roof with a minimum slope of at least 4:12.
 - b. All sloped roofs shall include a minimum 18-inch overhang beyond each major long wall plane of the building, and a 12-inch overhang along gable ends.
 - c. On buildings where, sloping roofs are the predominant roof type, each building roof shall have at least three distinct roof ridges.
 - d. On buildings where, flat roofs are the predominant roof type, parapet walls shall vary in height and/or shape at least once in every 50 feet of building wall length.
6. Windows: all elevations on multifamily buildings shall contain windows.
7. Development of the multiple family tract shall be subject to development plan review and approval by Planning Commission and Town Council.

D. Commercial

1. The Town of Johnstown seeks to promote architectural design that is harmonious with the adjacent structures and sensitive to the natural environment. No single architectural style shall be mandated; however, the use of a standardized "corporate or franchise" style is not permitted unless shown to the Town Planning Commission and Town Council's satisfaction that such style meets the objectives noted below. Strongly thematic architectural styles associated with some chain restaurants, gas stations, and service stores are not permitted. All Commercial/residential must comply with the current Town of Johnstown Design Guidelines.
2. Design Objectives. The following architectural objectives are intended to apply to all nonresidential buildings. New building construction shall provide a sense of permanence and timelessness. High quality construction and materials shall be used to avoid a dated building appearance and reduce excess maintenance.
 - a. Exterior building materials shall be aesthetically pleasing and compatible with materials and colors of nearby structures. Predominant exterior building facade materials shall consist of high quality, durable products, such as brick, sandstone, fieldstone, decorative concrete masonry units, treated wood and glass. External Insulation Finished Systems (E.I.F.S) material shall be utilized only on the building trim and accent areas; discouraged as a predominant facade material. Facade colors and materials shall consist of the following options:
 - Brick, masonry, native or cultured stone, textured and colored stucco, textured and textured concrete units, architectural-finish pre-cast panel, or tilt-up concrete.
 - Metal trim panels, smooth face colored concrete, timber trim and heavy timbers may be used as accents but can be no more than thirty (30) percent of a facade.
 - Trim and accents can be primary colors, however, primary facade and roof colors should be oriented to earth tones.
 - Roofs visible from public roads shall be tile, architectural shingles or standing seam metal, not galvanized or equivalent.
 - b. Building context and scale must be cohesive with the surrounding areas and form a well-integrated development, define spaces and bring a pedestrian scale to building facades. The design of buildings which face public streets, adjacent developments or connected pedestrian spaces, shall employ along forty (40) percent of the facade, at least two (2) of the following:
 - Similar windows and patterns
 - Repetition of roof lines
 - Similar building materials and textures
 - Shading devices such as arcades, awnings and arbors
 - Similar proportions of elements
 - c. Wall design for all facades shall vary at least every fifty (50) horizontal feet by use of at least two (2) of the following:
 - Change in color, texture or material
 - Change in wall plan projections, reveals, entrances and recesses with a minimum change of one (1) foot.
 - Change in glazing or curtain wall
 - Variety in roofs, such as pitch, height and style
 - Enhance articulation along pedestrian paths
 - d. Public building entrances should be clearly defined and feature at least two (2) of the following elements:
 - Canopies or porticos
 - Overhangs, recesses or projections
 - Arches
 - Arcades or awnings
 - Display windows along sidewalks
 - Integral planters or wing walls with incorporated landscape areas and/or places for sitting
 - Distinctive roof forms
 - Columns, tile work, moldings and stone integrated into the design of the building
 - e. Mechanical equipment, loading docks, accessory outdoor storage and service yards shall be located to the side and rear areas of buildings. These areas shall be concealed from view from public streets by screening material, such as walls or evergreen plants, at least as high as the equipment or areas the hide. Screening shall be designed with colors and materials similar to those used on the building architecture.

E. Project Identification Signage

1. All signage must conform to the Town of Johnstown Regulations.
2. The project identification signage within Johnstown Village consists of a primary monument at Carlson Boulevard and State Highway 60 and a secondary monument at WCR 13 and Carlson Boulevard.

F. Maintenance

A mandatory homeowner's association or metropolitan district shall maintain the surface areas of the detention pond, parks and all tracts, including the irrigation and irrigation within the tracts, the perimeter fencing along the arterial and collector streets, and the project identification sign.

G. Utilities

All existing and proposed electrical, telephone and cable utilities shall be underground.

MIXED USE DEVELOPMENT STANDARDS

SINGLE FAMILY DETACHED RESIDENTIAL		
Maximum Building Height	35 feet	Primary structure and attached garage
Dwelling Units per Lot	One (1)	
Maximum Gross Density	5.0 Dwelling Units per Acre	
Minimum Floor Area for Principal Dwelling Unit	1,400 Square Feet	
Minimum Lot Size	5,000 Square Feet	
Minimum Lot Frontage	50 feet	On a straight frontage
	35	On a cul-de-sac or curved frontage
Maximum Lot Coverage	60%	Includes structures and covered porch only

Building Setbacks

Front		
Facing a public street	20 feet	To face of garage from back of right-of-way
	15 feet	To face of structure or living area
	10 feet	To covered porch with no living space above

Side

Internal lot	5 feet	For Primary and Accessory Structures
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Corner side

Adjacent to a public street	10 feet	To the structure
	Does not apply	when there is an intervening landscape tract
	20 feet	To face of garage from back of right-of-way when the garage is side loading

Rear

Internal lot lines	20 feet
Backing on open space tract, park or detention area	15 feet
Backing on WCR 13 or Carlson Boulevard	20 feet

Landscape

Front yard	By Developer/builder
Rear/side yard	By Homeowner

Encroachments

- Encroachments of up to two (2) feet are allowed for roof eaves/overhangs, brick ledges, bay/box windows, fireplaces/chimneys, entertainment centers, counterforts. Three (3) are allowed for window wells, covered patios and decks and like features of the structure. Access ramps for handicapped may encroach as needed
- Stairs or steps from the home may encroach to the back of sidewalk

SINGLE FAMILY ATTACHED RESIDENTIAL

Maximum Building Height	40 feet	Primary structure and attached garage
Maximum Gross Density	12.0 Dwelling Units per Acre	
Dwelling Units per Lot	One (1) for fee simple townhomes	
Number of attached dwelling units in a Structure	Two (2) or more units but no more than six (6)	
Minimum Floor Area for Principal Dwelling Unit	750 Square Feet	
Minimum Unit/Lot Frontage	16 feet	
Maximum Lot Coverage	80%	Includes structures and covered porch only

Building Setbacks

Front		
Facing a Public Street or Private Drive when garage is front loaded	20 feet	To face of garage from back of right-of-way or edge of pavement on a private drive
	15 feet	To face of structure or living area
	10 feet	To covered porch with no living space above

Facing Open Space or a Garden Court when garage is rear loading

Side	10 feet	
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Internal lot

Internal lot	0 feet	On the side attached to another dwelling
Corner side	7.5 feet	On the side not attached

Corner side

Adjacent to a Public Street	10 feet	To the structure
	20 feet	To face of garage from back of right-of-way when garage is side loaded
Adjacent to a Private Drive	8 feet	To the structure
	20 feet	To face of garage from back of private drive if garage is side loaded

Rear

Front loaded garages	12 feet
Rear loaded garages	5 feet from edge of private drive with no parking permitted
Backing on WCR 13 Landscape Tract/Easement	0 feet
Carlson Boulevard	15 feet

Distance Between Structures

Front to Front	30 feet	When SFA is on a common lot.
Rear to Rear	30 feet	When on fee simple lots between structures regardless of location of lot line
Front to Side or Rear	20 feet	

Landscape

Front yard	By Developer/builder
Rear/side yard	By Homeowner
Common Open Space and Landscape Area	By Developer/builder

Pocket Park

Common Area Open space	20% of site area	May include common landscape area, private lot area and the Pocket Park. May not include areas covered by roads, parking or structures.
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MULTI-FAMILY RESIDENTIAL

Maximum Building Height	40 feet	Primary structure and attached garage
Maximum Gross Density	18.0 Dwelling Units per Acre	
Maximum Lot Coverage	70%	Includes structures and pavement

Building Setbacks

Adjacent to an Internal Public Street	15 feet	To the structure
Adjacent to a Private Drive	12 feet	To the structure
Adjacent to State Highway 60	0 feet	

Distance Between Structures

Front to Front	30 feet
Rear to Rear	30 feet
Front to Side or Rear	20 feet

Landscape

Common Open Space and Landscape Area	By Developer/builder
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Pocket Park

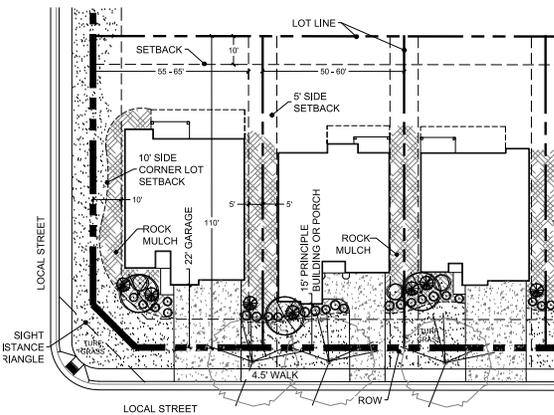
A total of 1.3- acres of pocket park shall be located within the Multi-Family area

Common Area Open space

Common Area Open space	30% of site area	May include common landscape area not covered by roads, parking or structures and the Pocket Park.
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COMMERCIAL

All Development Standards to be determined at the time of Final Planned Unit Development Plan for the Commercial Parcel



TYPICAL SINGLE FAMILY DETACHED RESIDENTIAL LOT LAYOUT

SCALE: 1"=20'

APPLICANT:
 Johnstown Village, LLC
 17 Beaver Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

CHA ENGINEER:



143 Union Boulevard, #700
 Lakewood, CO 80228
 303-463-1100

PLANNER +
 LANDSCAPE ARCHITECT:



THE HUBBARD GROUP
 1430 W. 10th Avenue, Suite 100
 Denver, CO 80202
 Phone: 303-733-1100 Fax: 303-733-1100

JOHNSTOWN VILLAGE
 P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

DRAWN BY: JN
 CHECKED BY: JN
 ISSUE DATE: 6-15-2018
 REVISIONS: 10-12-2018

7-25-2019

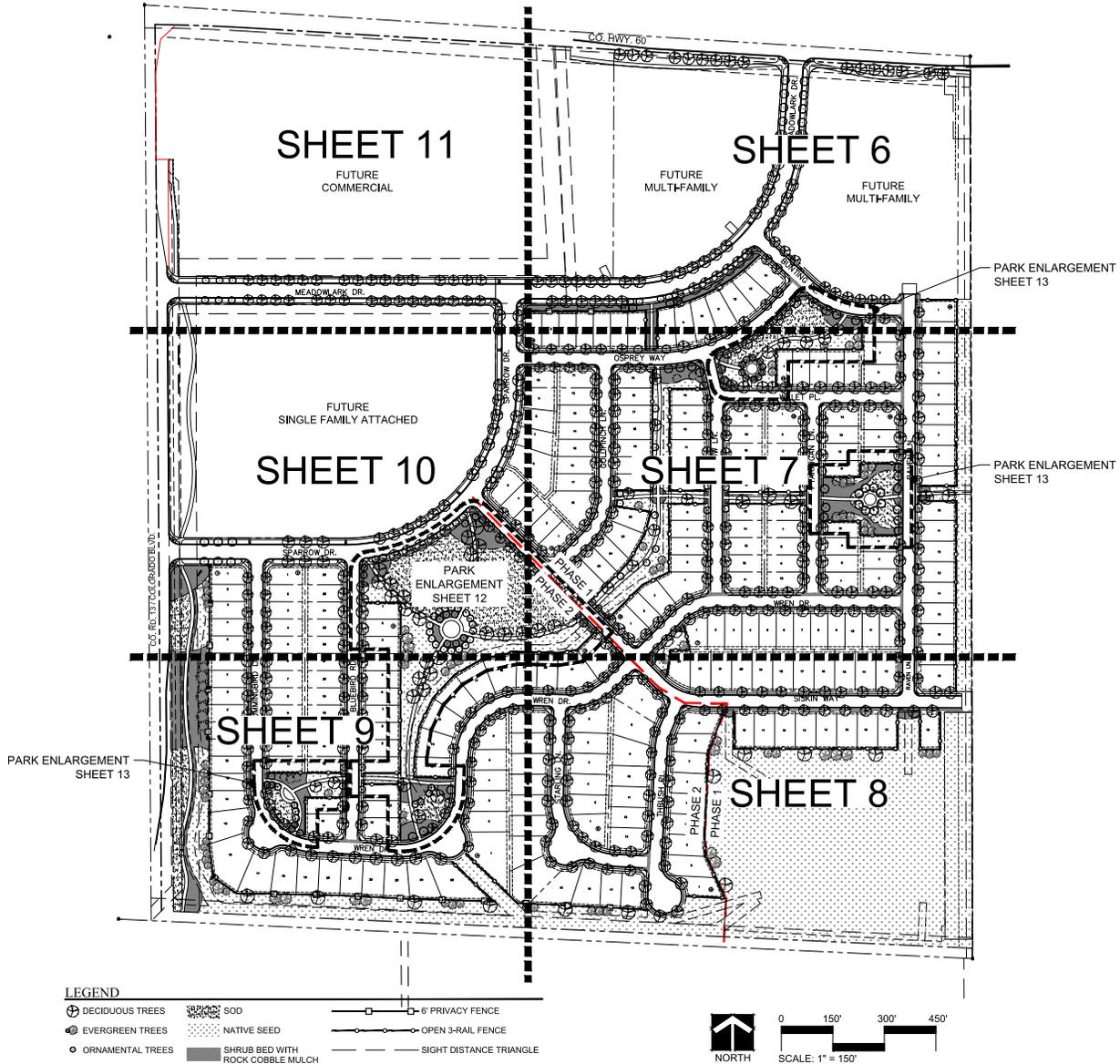
SHEET TITLE

DEVELOPMENT STANDARDS

SHEET NUMBER

4 of 16

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



APPLICANT:
 Johnstown Village, LLC
 17 Raven Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

CIVIL ENGINEER:

 143 Union Boulevard, #700
 Lakewood, CO 80226
 303-463-1100

PLANNER +
 LANDSCAPE ARCHITECT:

 THE HIGGINS DESIGN GROUP
 14301 E. Harvard Ave., Suite 100
 Denver, CO 80231
 Phone: 303-750-2200 Fax: 303-750-2205

JOHNSTOWN VILLAGE
 P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

DRAWN BY: JY
 CHECKED BY: JYS
 ISSUE DATE: 6-15-2018
 REVISIONS: 10-12-2018
 5-25-2019

SHEET TITLE
**OVERALL
 LANDSCAPE
 PLAN**

SHEET NUMBER
 5 of 16

LEGEND

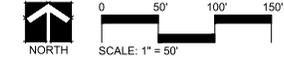
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|------------------|----------------------------------|---|
| | | |
| DECIDUOUS TREES | SOD | STREET LIGHT |
| | | |
| EVERGREEN TREES | NATIVE SEED | FIRE HYDRANT |
| | | |
| ORNAMENTAL TREES | SHRUB BED WITH ROCK/PEBBLE MULCH | PRIVACY FENCE COLUMN (ALONG COLORADO BLVD.) |
| | | |
| | | 6' PRIVACY FENCE |
| | | |
| | | OPEN 3-RAIL FENCE |
| | | |
| | | STEEL EDGER |
| | | |
| | | SIGHT DISTANCE TRIANGLE |

JOHNSTOWN VILLAGE

P.U.D. - FINAL DEVELOPMENT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Note:
Street trees are shown 1 per lot or at 40ft intervals for conceptual purposes only. Final locations shall be based upon driveways and utility service lines. Street trees shall be located within the ROW.



APPLICANT:
Johnstown Village, LLC
17 Raven Hill Lane
Greenwood Village, CO 80111
303-796-9000

CIA ENGINEER:
ATWELL
143 Union Boulevard, #700
Lakewood, CO 80226
303-463-1100

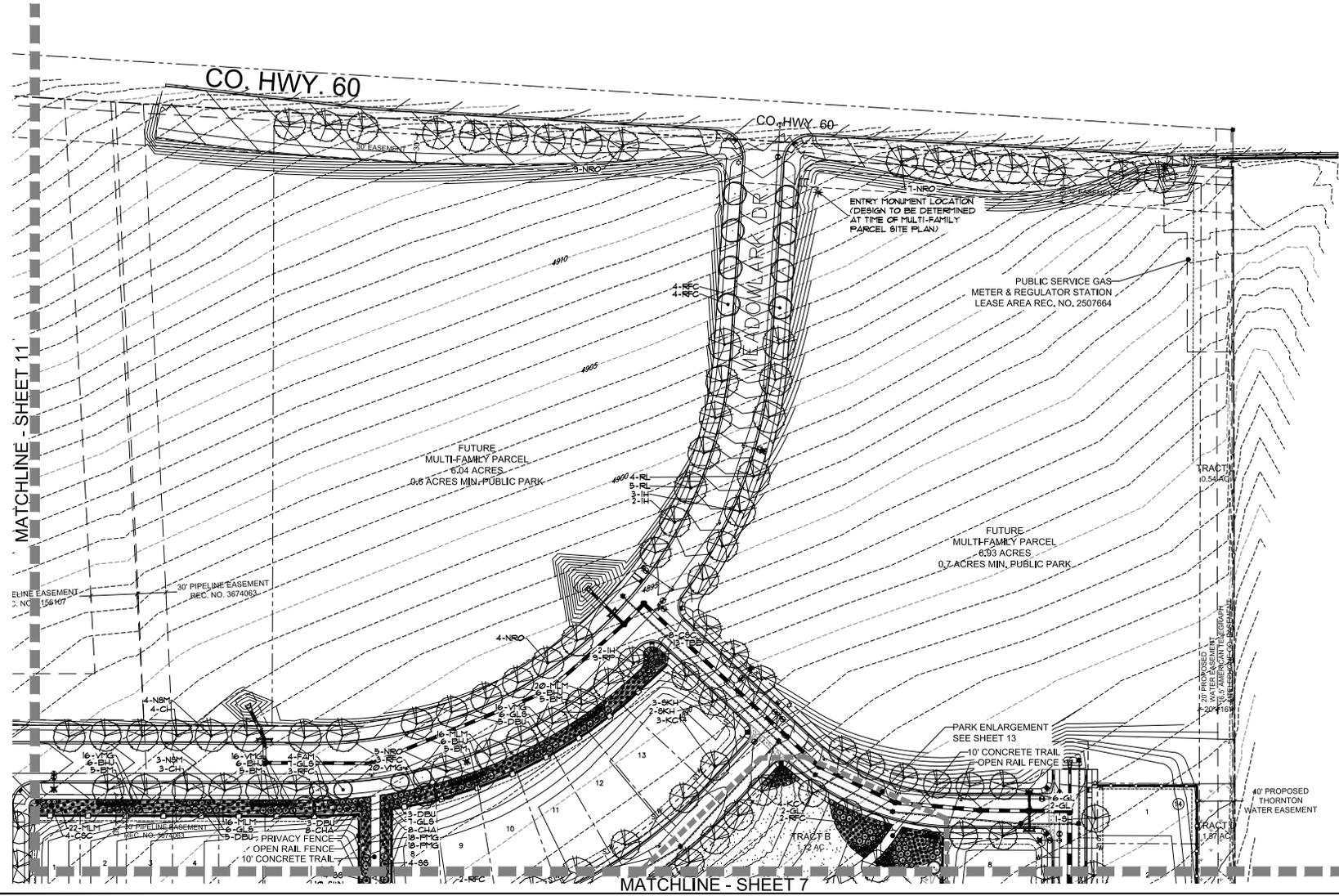
PLANNER +
LANDSCAPE ARCHITECT:
H
THE HUBBARD GROUP
1430 14th Street, Suite 100
Boulder, CO 80502
Phone: 303-440-2800 Fax: 303-440-2805

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
Johnstown, Colorado

DRAWN BY: JY
CHECKED BY: JMS
ISSUE DATE: 6-15-2018
REVISIONS: 15-12-2018
5-25-2019

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
6 of 16

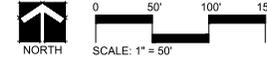


LEGEND

- | | | | | | |
|--|------------------|--|----------------------------------|--|---|
| | DECIDUOUS TREES | | SOD | | STREET LIGHT |
| | EVERGREEN TREES | | NATIVE SEED | | FIRE HYDRANT |
| | ORNAMENTAL TREES | | SHRUB BED WITH ROCK COBBLE MULCH | | PRIVACY FENCE COLUMN (ALONG COLORADO BLVD.) |
| | | | PLAYGROUND MULCH | | 6' PRIVACY FENCE |
| | | | | | OPEN 3-RAIL FENCE |
| | | | | | STEEL EDGER |
| | | | | | SIGHT DISTANCE TRIANGLE |

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Note:
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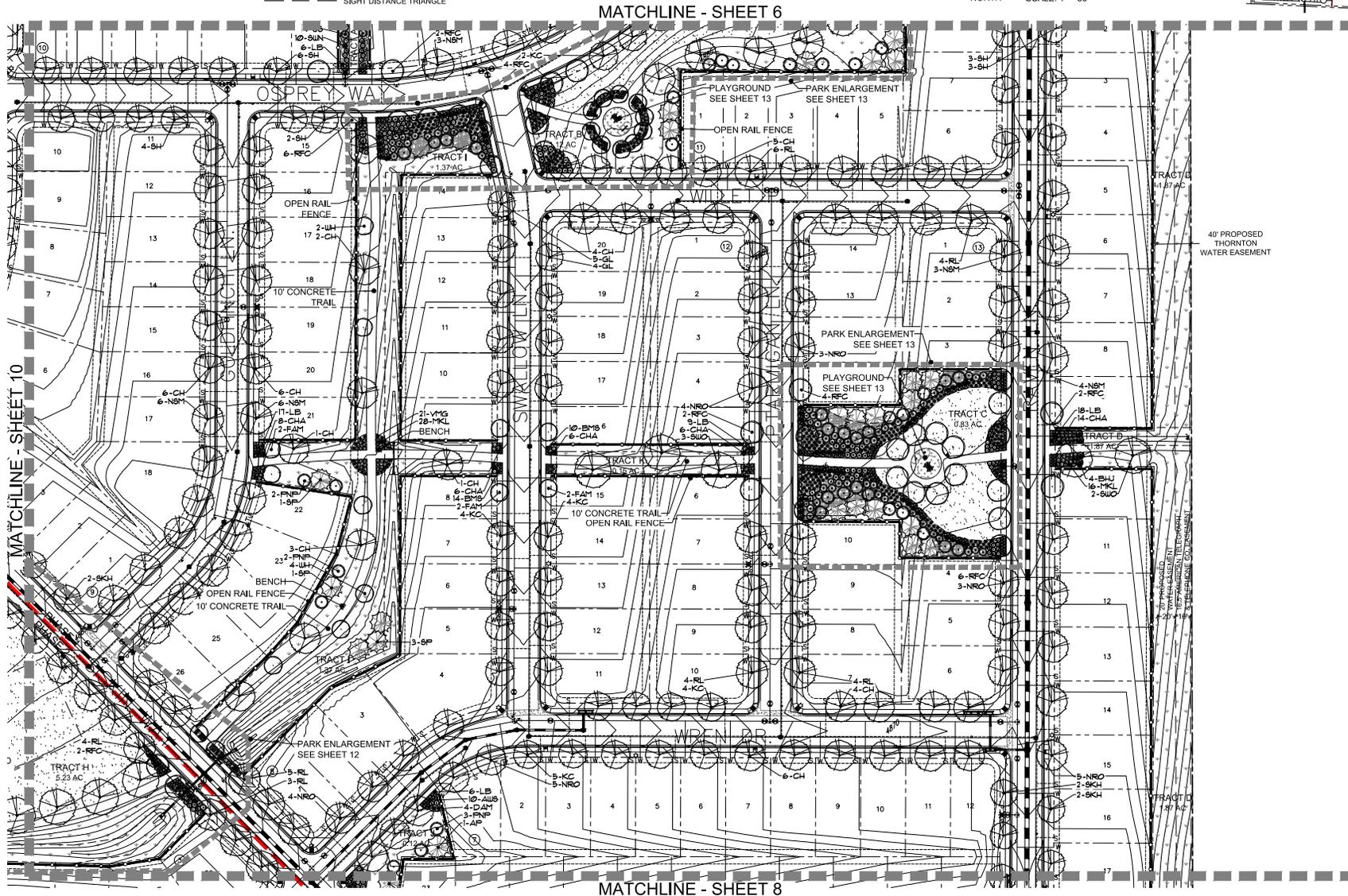
APPLICANT:
 Johnstown Village, LLC
 17 Raven Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

CHA ENGINEER:

 143 Union Boulevard, #700
 Lakewood, CO 80226
 303-463-1100

PLANNER + LANDSCAPE ARCHITECT:

 THE HUNTER GROUP
 1000 14th Street, Suite 100
 Boulder, CO 80502
 303-440-1000



MATCHLINE - SHEET 10

MATCHLINE - SHEET 6

MATCHLINE - SHEET 8

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

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LANDSCAPE PLAN

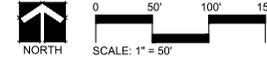
SHEET NUMBER
 7 of 16

LEGEND

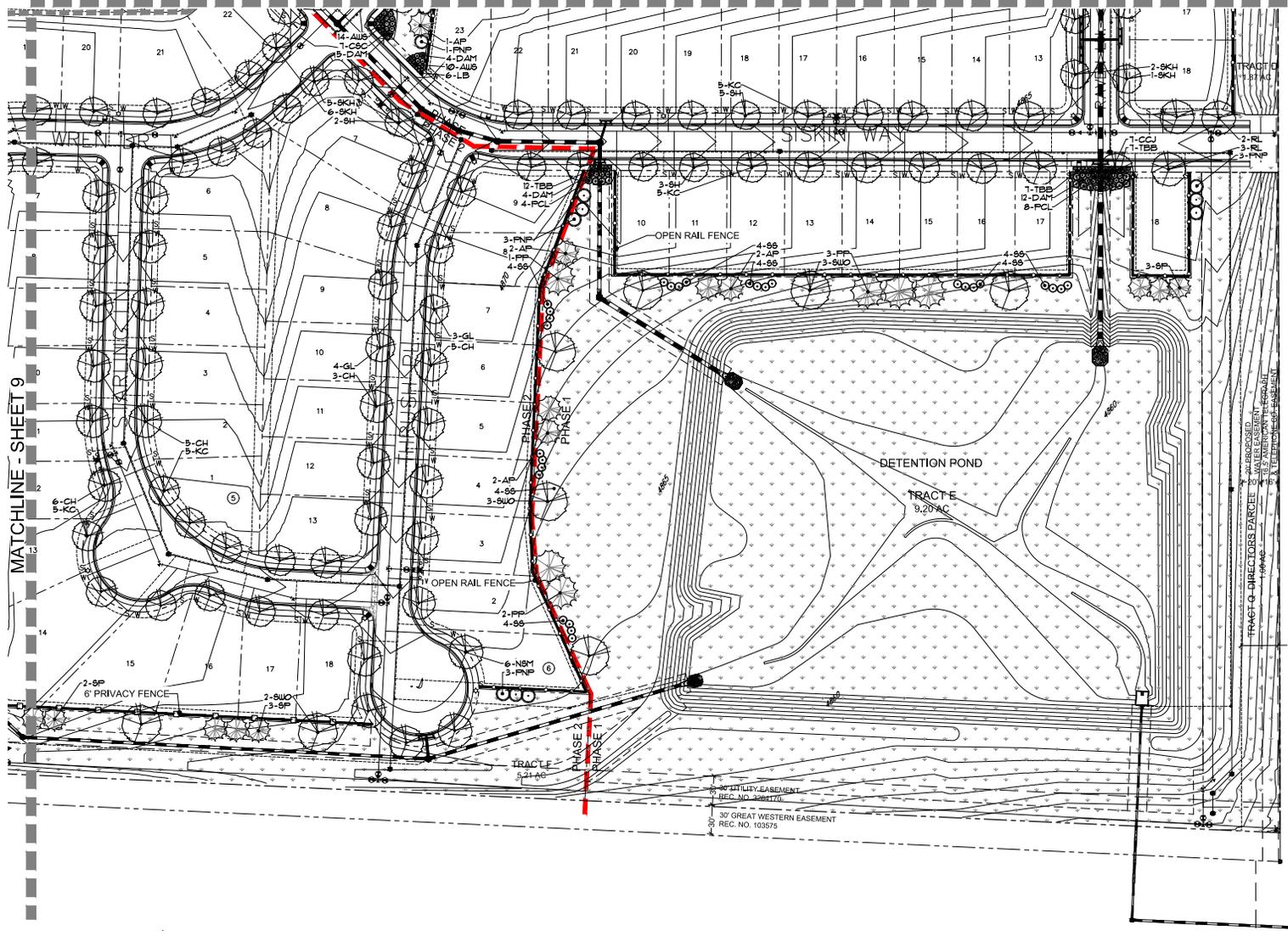
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| | | |
| DECIDUOUS TREES | SOD | STREET LIGHT |
| | | |
| EVERGREEN TREES | NATIVE SEED | FIRE HYDRANT |
| | | |
| ORNAMENTAL TREES | SHRUB BED WITH ROCK/PEBBLE MULCH | PRIVACY FENCE COLUMN (ALONG COLORADO BLVD.) |
| | | |
| | | 6' PRIVACY FENCE |
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MATCHLINE - SHEET 7



MATCHLINE - SHEET 9

APPLICANT:
 Johnstown Village, LLC
 17 Raven Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

PLANNER:
 LANDSCAPE ARCHITECT:
H
 THE HUBBARD GROUP
 143 Union Boulevard, #700
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JOHNSTOWN VILLAGE
 P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

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CHECKED BY:	AK
ISSUE DATE:	6-15-2018
REVISIONS:	15-12-2018
	5-25-2019

SHEET TITLE
LANDSCAPE PLAN

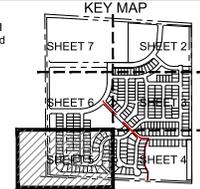
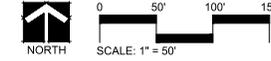
SHEET NUMBER
 8 of 16

LEGEND

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| | DECIDUOUS TREES | | SOD | | STREET LIGHT |
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| | ORNAMENTAL TREES | | SHRUB BED WITH ROCK COBBLE MULCH | | PRIVACY FENCE COLUMN (ALONG COLORADO BLVD.) |
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P.U.D. - FINAL DEVELOPMENT PLAN
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 Greenwood Village, CO 80111
 303-796-9000

CIA ENGINEER:

 143 Union Boulevard, #700
 Lakewood, CO 80226
 303-463-1100

PLANNER +
 LANDSCAPE ARCHITECT:

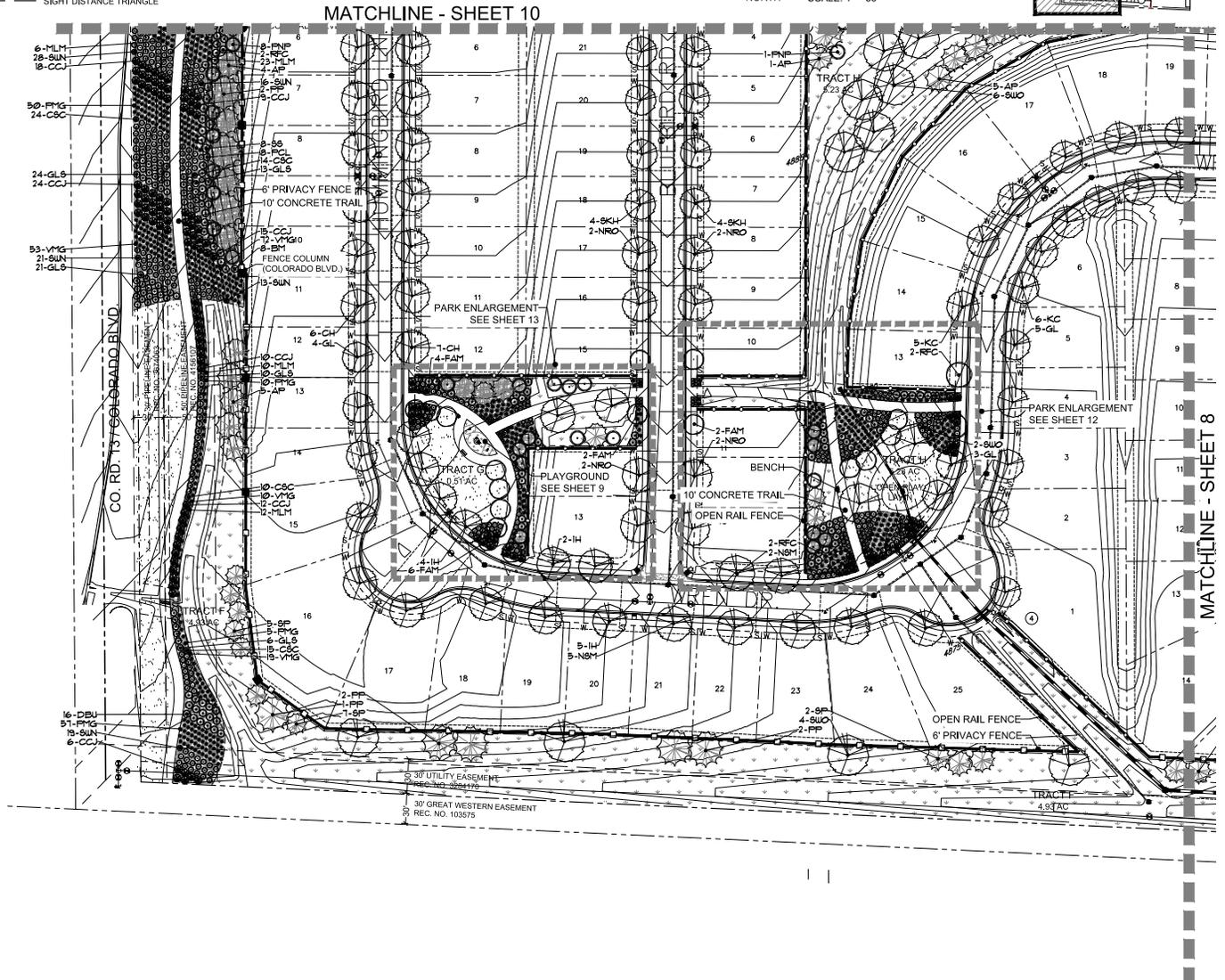
 THE HUBBARD GROUP
 1000 14th Street, Suite 100
 Boulder, CO 80502
 303-440-1000

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

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 ISSUE DATE: 6-15-2015
 REVISIONS: 15-12-2014
 5-25-2014

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
 9 of 16



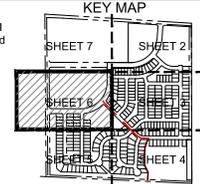
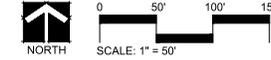
LEGEND

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| | DECIDUOUS TREES | | SOD | | STREET LIGHT |
| | EVERGREEN TREES | | NATIVE SEED | | FIRE HYDRANT |
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 17 Beaver Hill Lane
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 303-796-9000

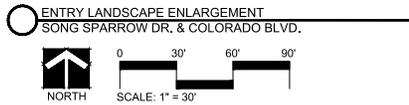
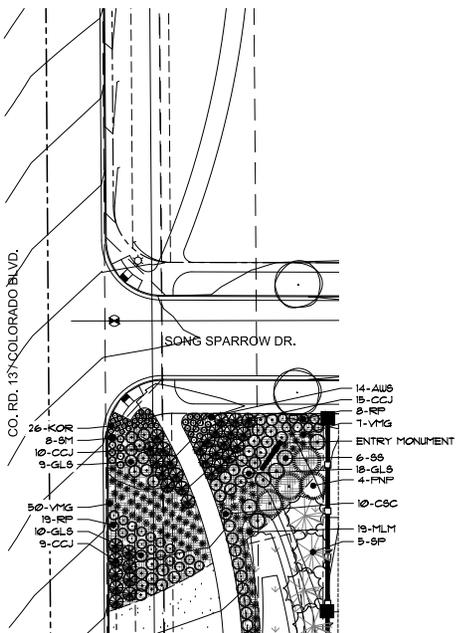
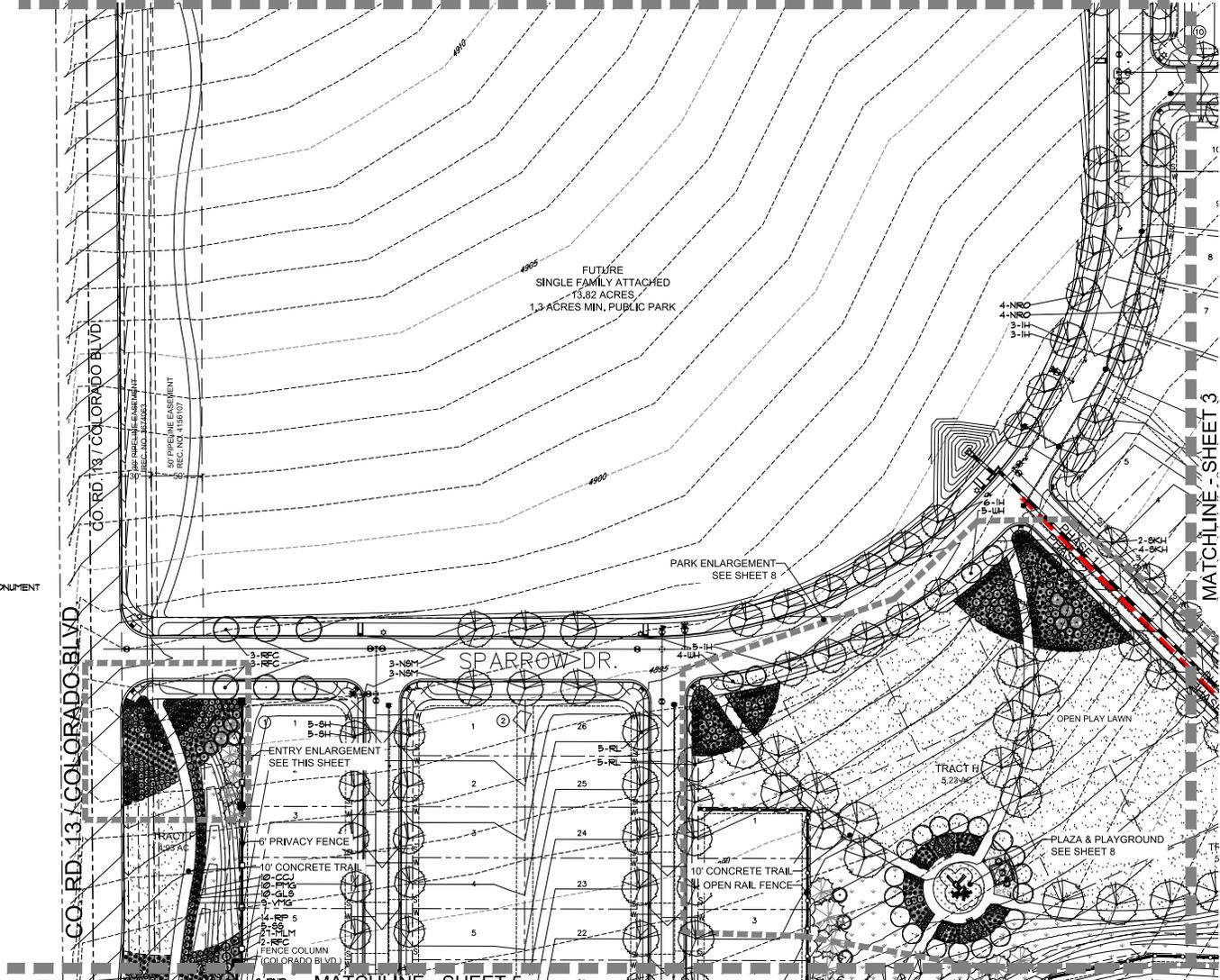
CIA ENGINEER:

 143 Union Boulevard, #700
 Lakewood, CO 80226
 303-463-1100

PLANNER + LANDSCAPE ARCHITECT:

 THE HUNTER GROUP ARCHITECTS
 1000 14th Street, Suite 100
 Boulder, CO 80502
 303-440-1000

MATCHLINE - SHEET 7



MATCHLINE - SHEET 5

JOHNSTOWN VILLAGE
 P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

DRAWN BY: JY
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 5-25-2019

SHEET TITLE
 LANDSCAPE PLAN

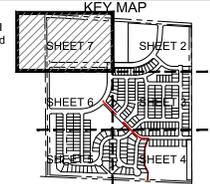
SHEET NUMBER
 10 of 16

LEGEND

- | | | | | | |
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 303-796-9000

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 Lakewood, CO 80226
 303-463-1100

PLANNER +
 LANDSCAPE ARCHITECT:

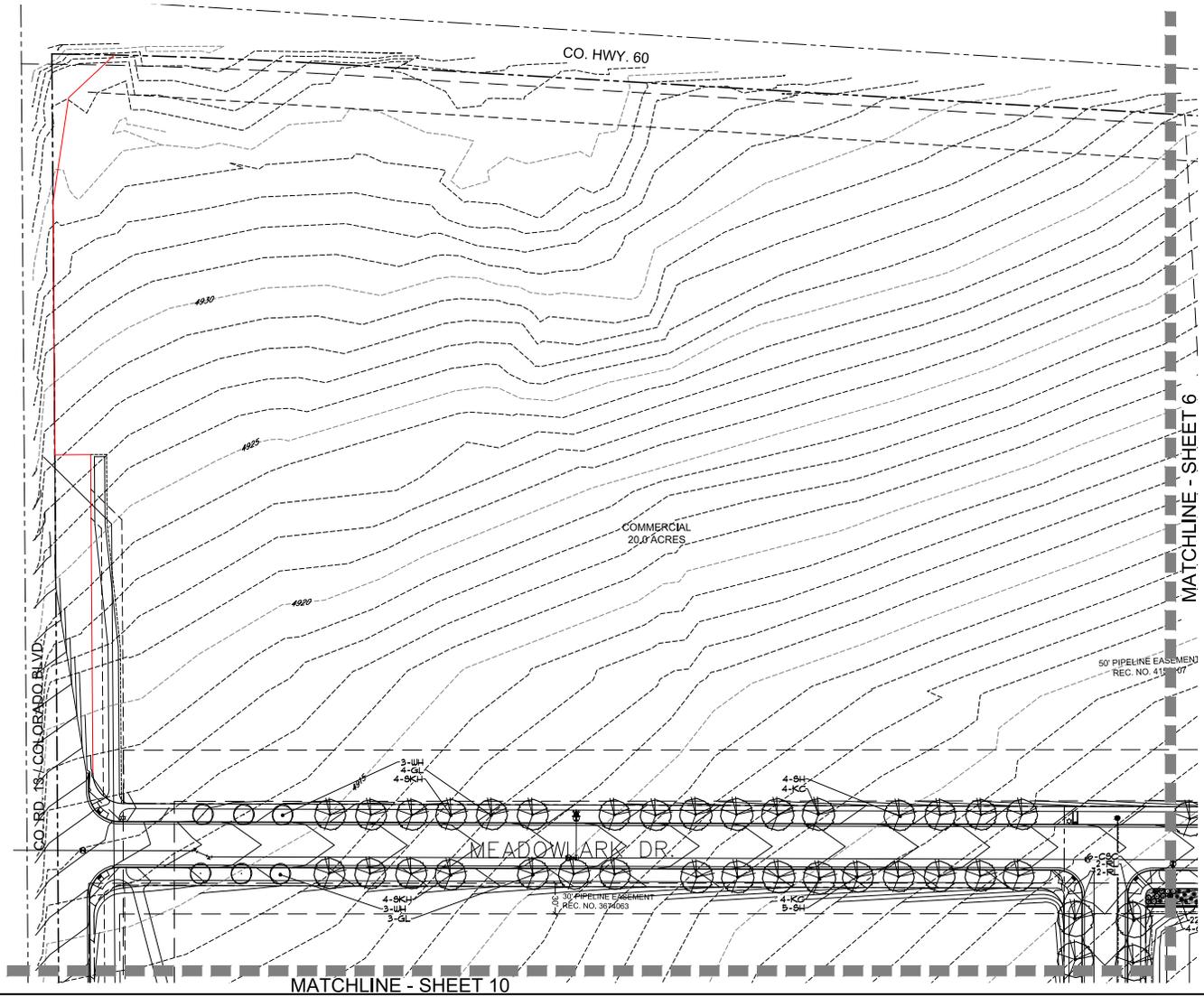
THE HABITAT GROUP
 10000 E. Harvard Ave., Suite 100
 Denver, CO 80231
 Phone: 303-750-0000 Fax: 303-750-0000

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

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SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
 11 of 16



JOHNSTOWN VILLAGE

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 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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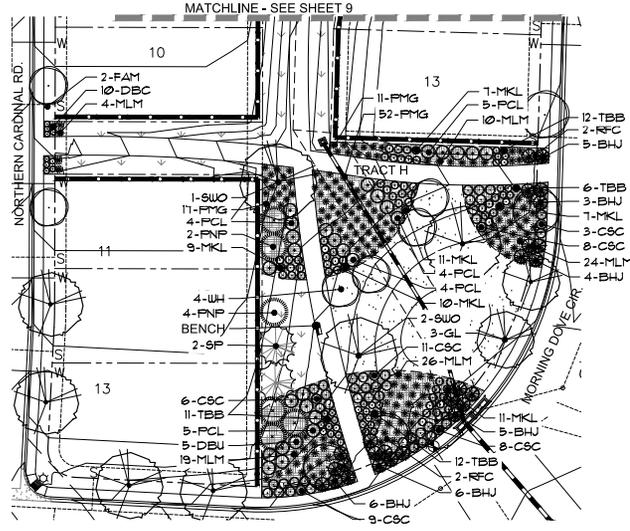
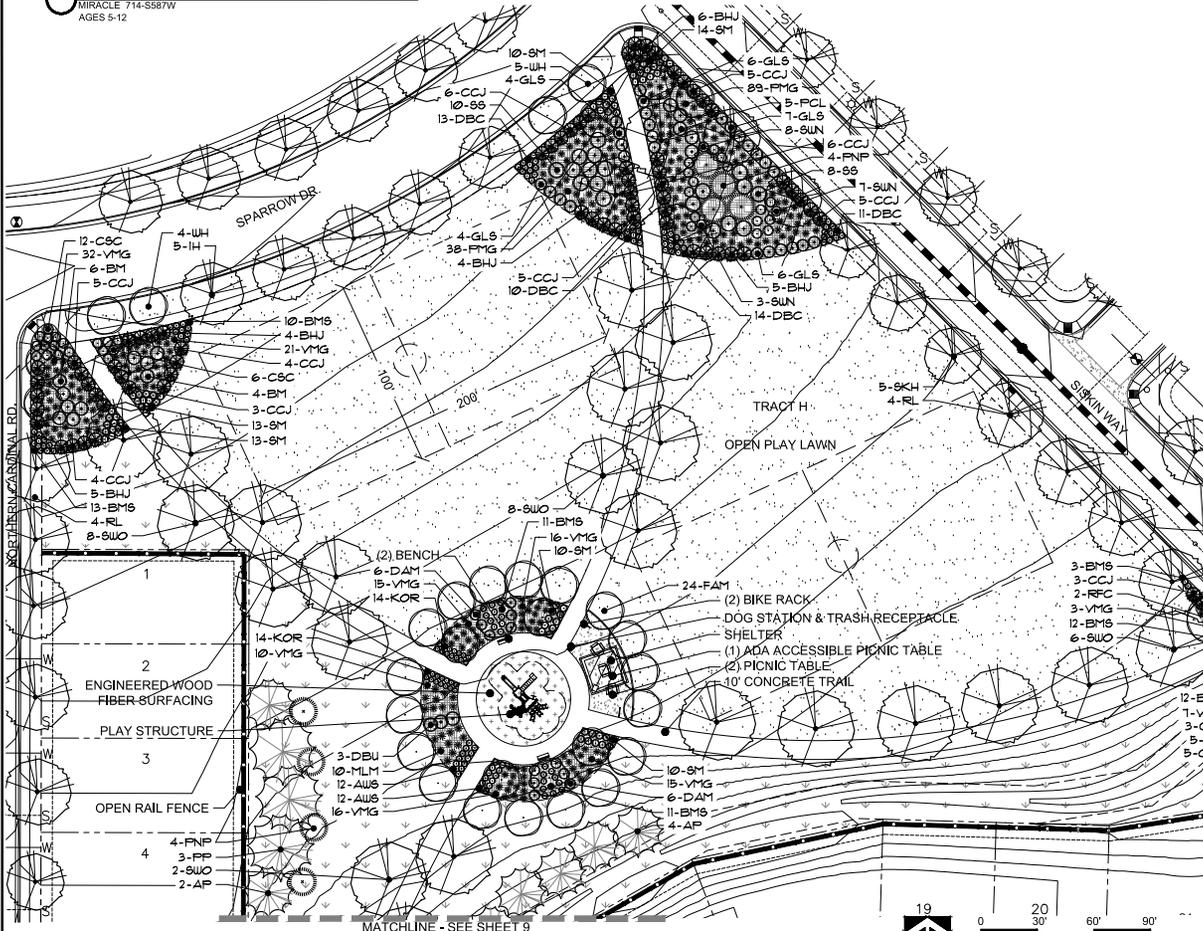
PLAY STRUCTURE
 MIRACLE 714-S587W
 AGES 5-12



APPLICANT:
 Johnstown Village, LLC
 17 Beaver Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

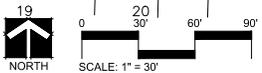
CIA ENGINEER:
ATWELL
 143 Union Boulevard, #700
 Lakewood, CO 80226
 303-463-1100

PLANNER +
 LANDSCAPE ARCHITECT:
H
 THE HUBBARD GROUP
 1000 14th Street, Suite 100
 Boulder, CO 80502
 303-440-1000



PARK LAYOUT - TRACT H - NORTH SECTION

PARK LAYOUT - TRACT H - SOUTH SECTION



LEGEND

	DECIDUOUS TREES		SOD
	EVERGREEN TREES		NATIVE SEED
	ORNAMENTAL TREES		SHRUB BED WITH ROCK COBBLE MULCH
	PLAYGROUND MULCH		6' PRIVACY FENCE
	STEEL EDGER		OPEN 3-RAIL FENCE
	SIGHT DISTANCE TRIANGLE		STEEL EDGER

JOHNSTOWN VILLAGE
 P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

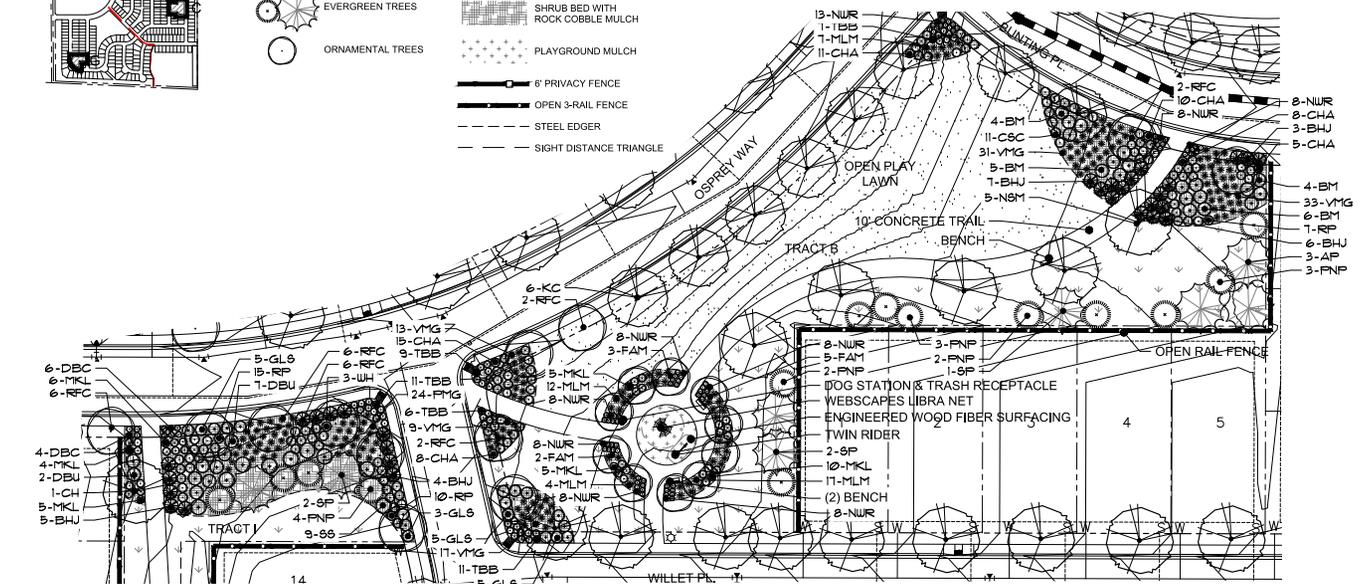
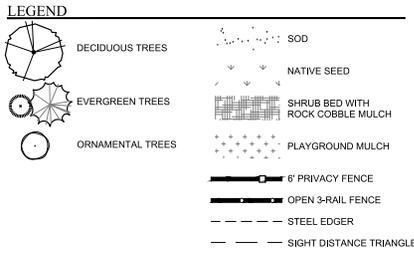
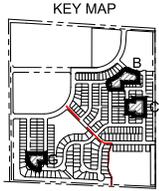
DRAWN BY: JY
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SHEET TITLE
**PLAYGROUND
 DETAILS**

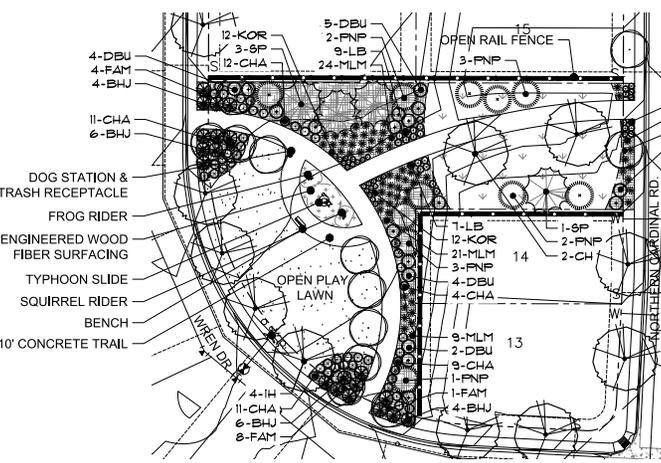
SHEET NUMBER
 12 of 16

JOHNSTOWN VILLAGE

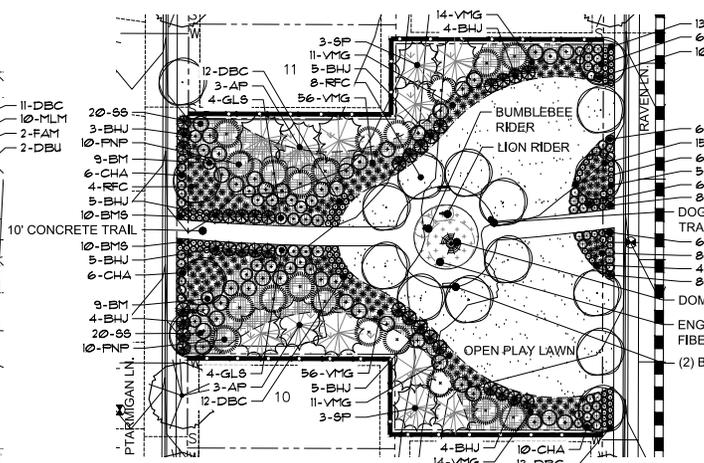
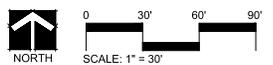
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PARK PLAN - TRACT B



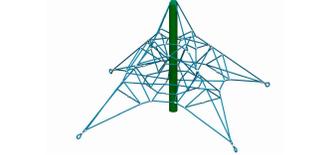
PARK PLAN - TRACT G



PARK PLAN - TRACT C



TWIN RIDER
 MIRACLE 961
 AGES 2-6



WEBSCAPES LIBRA NET
 MIRACLE 442-2
 AGES 2-6



BUBBLEBEE RIDER
 MIRACLE 981
 AGES 2-6



LION RIDER
 MIRACLE 917
 AGES 2-6



DOME CLIMBER
 MIRACLE 455-1
 AGES 2-6



FROG RIDER
 MIRACLE 932
 AGES 2-6



SQUIRREL RIDER
 MIRACLE 918
 AGES 2-6



TYPHOON SLIDE
 MIRACLE 65-748
 AGES 2-6

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 H
 THE HUNTER DESIGN GROUP
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SHEET TITLE
 PLAYGROUND
 DETAILS

SHEET NUMBER
 13 of 16

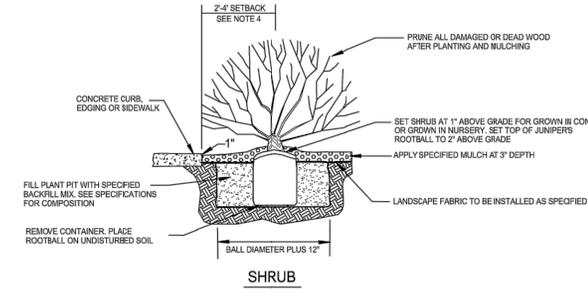
JOHNSTOWN VILLAGE

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PLANT LIST

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	MATURE SIZE (HxW)	SIZE	WATER USE
SHADE TREES						
80	CH	COMMON HACKBERRY	CELTIS OCCIDENTALIS	55' x 45'	2.0' CAL.	LOW
45	GL	GREENSPIRE LINDEN	TILIA CORDATA GREENSPIRE	35' x 30'	2.0' CAL.	LOW
29	IH	IMPERIAL HONEYLOCUST	GLEDTISIA TRIACANTHOS VAR. IMPERIAL	35' x 35'	2.0' CAL.	MODERATE
66	KC	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS	55' x 45'	2.0' CAL.	LOW
67	NRO	NORTHERN RED OAK	QUERCUS RUBRA	50' x 50'	2.0' CAL.	MODERATE
52	NSM	NORWEGIAN SUNSET MAPLE	ACER PLATANOIDES 'NORWEGIAN SUNSET'	30' x 35'	2.0' CAL.	MODERATE
64	RL	REDMOND LINDEN	TILIA AMERICANA 'REDMOND'	45' x 35'	2.0' CAL.	MODERATE
49	SH	SHADEMASTER HONEYLOCUST	GLEDTISIA TRIACANTHOS VAR. INERMIS SHADEMASTER	45' x 35'	2.0' CAL.	MODERATE
48	SKH	SKYLINE HONEYLOCUST	GLEDTISIA TRIACANTHOS INERMIS 'SKYLINE'	35' x 30'	2.0' CAL.	LOW
49	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	50' x 50'	2.0' CAL.	LOW
ORNAMENTAL TREES						
58	FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' x 18'	1.5' CAL.	MODERATE
60	RFC	RADIANT CRABAPPLE	MALUS 'RADIANT'	25' x 20'	1.5' CAL.	MODERATE
27	WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	25' x 20'	1.5' CAL.	MODERATE
EVERGREEN TREES						
32	AP	AUSTRIAN PINE	PINUS NIGRA	50' x 35'	6'	LOW
88	PNP	PINON PINE	PINUS EDULIS	25' x 15'	6'	LOW
17	PP	PONDEROSA PINE	PINUS PONDEROSA	70' x 35'	6'	LOW
44	SP	SCOTCH PINE	PINUS SYLVESTRIS	40' x 25'	6'	MODERATE
SHRUBS						
72	AWS	ANTHONY WATERER SPIREA	ANTHONY WATERER SPIREA	3' x 4'	5 GALLON	MODERATE
163	BHJ	BROADMOOR JUNIPER	JUNIPERUS SABINA 'BROADMOOR'	1.5' x 7'	5 GALLON	LOW
84	BM	BLIZZARD MOCKORANGE	PHILADELPHUS LEWISII 'BLIZZARD'	7' x 7'	5 GALLON	LOW
124	BMS	BLUE MIST SPIREA	CARYOPTERIS X CLANDONENSIS	4' x 3'	5 GALLON	LOW
190	CJJ	CALGARY CARPET JUNIPER	JUNIPERUS SABINA 'CALGARY CARPET'	1.5' x 7'	5 GALLON	LOW
220	CHA	COMPACT AMERICAN CRANBERRYBUSH	VIBURNUM TRILABRUM 'COMPACTUM'	4.5' x 4.5'	5 GALLON	MODERATE
173	CSC	CREEPING WESTERN SAND CHERRY	PRUNUS BESSEYI PAWNEE BUTTES	1.5' x 5'	5 GALLON	LOW
44	DAM	DWARF AMUR MAPLE	ACER GINNALA 'COMPACTA'	7' x 7'	5 GALLON	MODERATE
144	DBC	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	7' x 7'	5 GALLON	MODERATE
67	DBU	DWARF BLCK CHOKEBERRY	ARONIA MELANOCARPA 'ROUQUIS BEAUTY'	3' x 3'	5 GALLON	MODERATE
205	GLS	DWARF FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	2.5' x 6'	5 GALLON	LOW
78	KOR	KNOCK-OUT ROSE	ROSA X 'KNOCK OUT'	3' x 3'	5 GALLON	MODERATE
98	LB	LENA BROOM	CYRTISUS X 'LENA'	3' x 3'	5 GALLON	LOW
138	MKL	MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	7' x 6'	5 GALLON	MODERATE
76	NWR	NEARLY WILD ROSE	ROSA X 'NEARLY WILD'	3' x 3'	5 GALLON	MODERATE
48	PCL	PINK CANADIAN LILAC	SYRINGA X PRESTONIAE 'MISS CANADA'	7' x 6'	5 GALLON	MODERATE
103	RP	REGEL PRIVET	LIGUSTRUM OBTUSIFOLIUM REGELIANUM	4' x 5'	5 GALLON	LOW
78	SM	SNOWBELLE MOCKORANGE	PHILADELPHUS X 'SNOWBELLE'	3.5' x 3.5'	5 GALLON	MODERATE
122	SS	SASKATOON SERVICEBERRY	AMERLANCHIER ALNIFOLIA	7' x 7'	5 GALLON	MODERATE
125	SWN	SUMMER WINE NINEBARK	PHYSCARPUS X SUMMER WINE	5' x 5'	5 GALLON	LOW
117	TBB	TURKESTAN BURNING BUSH	EUONYMUS NANA TURKESTANICUS	2.5' x 2.5'	5 GALLON	MODERATE
ORNAMENTAL GRASSES						
384	MLM	MORNING LIGHT MAIDEN GRASS	MISCANTHUS SIN. 'MORNING LIGHT'	5' x 5'	1 GALLON	MODERATE
455	PMG	PURPLE MAIDEN GRASS	MISCANTHUS SINENSIS PURPURASCENS	3.5' x 3.5'	1 GALLON	LOW
735	VMG	VARIEGATED MAIDEN GRASS	MISCANTHUS SINENSIS 'VARIEGATUS'	4.5' x 3.5'	1 GALLON	MODERATE

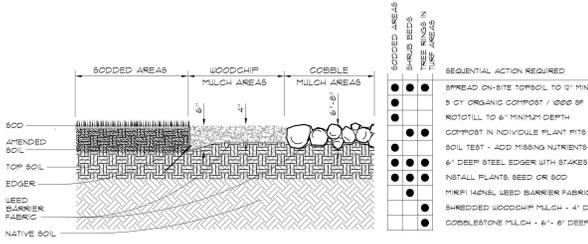


NOTE:

- DO NOT PLANT ANY PLANT WITH ROOTBALL NOT IN CONFORMANCE WITH COLORADO NURSERY ACT REQUIREMENTS
- HOLD MULCH GRADE 1" BELOW EDGE OF WALK, EDGING OR CURB
- SHRUBS NOT PLANTED WITH A MULCHED BED REQUIRE A 4" HIGH EARTH SAUCER TO BE CONSTRUCTED CONTAINING A 1' RADIUS AND 3" DEEP MULCH COLLAR.
- USE A 2" TO 4" SETBACK DEPENDING ON SPECIES. SETBACK TO ACCOMMODATE MATURE SPREAD OF SPECIES TO PREVENT OVERHANG.
- REMOVE ALL CONTAINERS & POTS PRIOR TO PLANTING.

SHRUB & PERENNIAL PLANTING STANDARD DETAIL

NOT TO SCALE
ALL SHRUB BEDS SHALL BE MULCHED WITH ROCK COBBLE MULCH 1" - 2" IN SIZE, PLACED OVER A SUITABLE WEED BARRIER FABRIC.



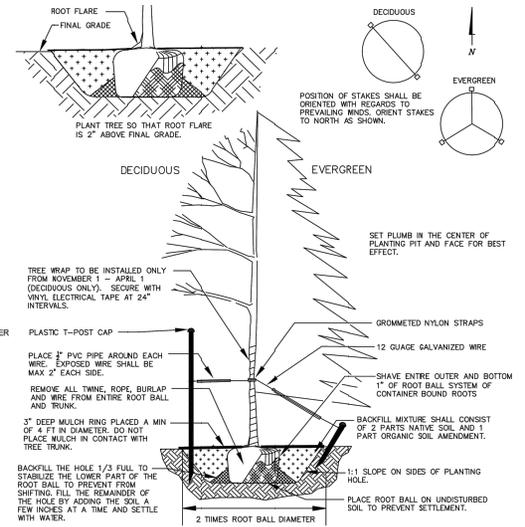
EDGER, MULCHES & SOIL PREPARATION

NOT TO SCALE
ALL SHRUB BEDS SHALL BE MULCHED WITH ROCK COBBLE MULCH 1" - 2" IN SIZE, PLACED OVER A SUITABLE WEED BARRIER FABRIC.

LANDSCAPE REQUIREMENTS - ARTERIAL ROW

Area	Area (Square Feet)	Notes	Trees Required	Shrubs Required	Trees Provided	Shrubs Provided
HWY 60	15,024	1 tree and 5 shrubs per 1,000 SF	15	75	16	143
WCR 13 / Colorado Boulevard	6,972	1 tree and 5 shrubs per 1,000 SF	0*	35	0	95
		Total	15	110	16	238

* NO TREES ALLOWED WITHIN ROW ALONG WCR 13 / COLORADO BLVD. DUE TO UTILITY EASEMENTS.



TREE PLANTING STANDARD DETAIL

NOT TO SCALE

STAKING NOTES:
DECIDUOUS TREES SHALL BE STAKED USING TWO(2) 5/8" FOOT STEEL T-POSTS DRIVEN PERPENDICULAR TO THE TREE AT 180 DEGREES.
EVERGREEN TREES SHALL BE STAKED USING THREE(3) TWO(2) FOOT STAKES DRIVEN AT 120 DEGREES.
ALL STAKES SHALL BE DRIVEN OUTSIDE OF ROOTBALL AND IN UNDISTURBED SOIL.

LANDSCAPE REQUIREMENTS - TRACTS

Tract	Use	Area (Square Feet)	Notes	Trees Required	Shrubs Required	Trees Provided	Shrubs Provided
A	Open Space	13,939	1 tree and 5 shrubs per 4,500 SF	3	15	9	170
B	Park	42,253	1 tree per 2,000 SF and 1 shrub per 500 SF	21	85	21	249
C	Park	36,155	1 tree per 2,000 SF and 1 shrub per 500 SF	18	72	41	252
D	Open Space	51,836	1 tree and 5 shrubs per 4,500 SF	12	58	2*	60
E	Detention	2,696 LF	1 tree and 5 shrubs per 100 FT of Perimeter	27	135	27	136
F	Open Space	226,948	1 tree and 5 shrubs per 4,500 SF	50	252	50	490
G	Park	22,215	1 tree per 2,000 SF and 1 shrub per 500 SF	11	44	23	136
H	Park	232,610	1 tree per 2,000 SF and 1 shrub per 500 SF	116	465	116	811
I	Park	59,677	1 tree per 2,000 SF and 1 shrub per 500 SF	30	119	30	222
J	Open Space	5,227	1 tree and 5 shrubs per 4,500 SF	1	6	6	66
K	Park	6,534	1 tree per 2,000 SF and 1 shrub per 500 SF	3	13	3	33
L	Open Space	23,522	1 tree and 5 shrubs per 4,500 SF	5	26	0*	TBD**
Q	Director's Parcel	43,560			N/A		

NOTES:
** TREES LIMITED DUE TO UTILITY EASEMENTS.
** TRACT L TO BE DESIGNED CONCURRENTLY WITH MULTIFAMILY PARCEL.

APPLICANT:
Johnstown Village, LLC
17 Beaver Hill Lane
Greenwood Village, CO 80111
303-796-9000

CIVIL ENGINEER:
ATWELL

143 Union Boulevard, #700
Lakewood, CO 80228
303-463-1100

PLANNER +
LANDSCAPE ARCHITECT:
H

THE HUBBARD GROUP
ARCHITECTS
1430 W. 10TH AVE. SUITE 100
DENVER, CO 80202

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
Johnstown, Colorado

DRAWN BY: JN
CHECKED BY: JN
ISSUE DATE: 6-15-2018
REVISIONS: 10-12-2018

5-25-2019

SHEET TITLE
**PLANTING
DETAILS**

SHEET NUMBER
14 of 16

JOHNSTOWN VILLAGE

P.U.D. - FINAL DEVELOPMENT PLAN

LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

DESIGN INTENT

The landscape design for Johnstown Village is intended to create a contemporary, waterside suburban look and feel that is complementary to the surrounding community. Homeowners will be encouraged to continue this theme with the completion of landscaping on their lots.

LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.



- Characteristics:**
- Grows 8-12 inches tall
 - Requires little to no maintenance
 - Grows well in elevations up to 10,000 ft
- Seeding Rate:**
- | | |
|-------------|----------------|
| New Seeding | 20-25 lbs/acre |
| Irrigated | 40 lbs/acre |
| Overseeding | 10-15 lbs/acre |
| Dryland | 20 lbs/acre |
- Mix contains:**
- 30% Elymus Crested Wheatgrass**
Slightly rhizomatous bunchgrass with germination in 14-21 days. Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
 - 25% Sheep Fescue**
Bunchgrass with germination in 14-21 days. Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.
 - 20% Perennial Rye**
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
 - 15% Chewings Fescue**
Bunchgrass with germination in 7-21 days. Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.
 - 10% Canada Bluegrass**
Sod-forming grass with germination in 14-21 days. Resistant to drought and some salinity. It is used to reclaim disturbed areas such as gravel pits, cut roads, roadsides, and mines.

DRYLAND PASTURE NATIVE SEED MIX

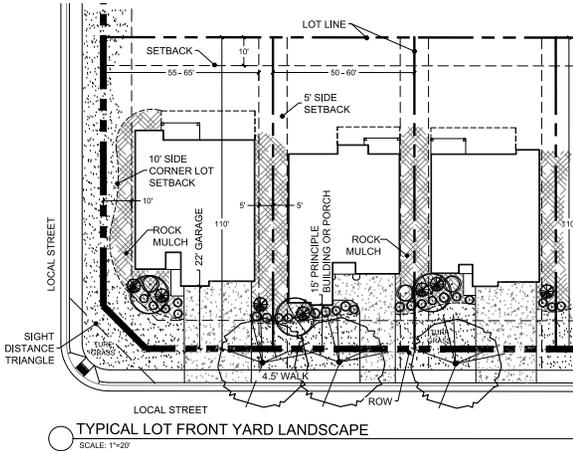
A mixture of hardy, cool season grasses, that are drought tolerant and adapt well to the Northern Great Intermountain regions. It provides a good, palatable spring forage and fair regrowth in the fall. This mix may produce a hay crop depending upon available moisture. Widely adapted to many soil types and elevations of 3,000 to 10,000 feet. Ideal for areas not receiving regular irrigation.



- Characteristics:**
- Grows 30-48 inches at full potential. Great forage and hay producer.
- Seeding Rate:**
- | | |
|-------------|----------------|
| New Seeding | 20-25 lbs/acre |
| Broadcast | 15-20 lbs/acre |
| Dried: | 15-20 lbs/acre |
| Overseeding | 10-15 lbs/acre |
| Broadcast: | 5-10 lbs/acre |
| Dried: | 5-10 lbs/acre |
- Mix contains:**
- 30% Tetraploid Perennial Rye**
Bunchgrass with germination in 5-10 days. One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It is leafy and fine stemmed.
 - 20% Smooth Bromes, Lincolns**
Sod-forming grass with germination in 10-14 days. Smooth bromes is resistant to drought and extremes in temperature. Lincoln smooth brome is the most widely used of the subtropical bromes grasses.
 - 15% Prairie Oatgrass**
Bunchgrass with germination in 14-21 days. One of the earliest species to seed in the spring, making tremendous forage potential during cool conditions. Performs well on different textured soils. Is a great forage and hay producer.
 - 10% Elymus Crested Wheatgrass**
Bunchgrass with germination in 14-21 days. A hybrid cross between Stenard and Overt wheatgrasses, resulting in a plant with excellent seeding vigor that establishes quickly. It is taller and has higher forage yield potential than its parents.
 - 10% Paleseeded Wheatgrass**
Cool season, sod-forming, with germination in 21-28 days. Stays green into the summer months when soil moisture is adequate.
 - 10% Oatgrass**
Bunchgrass with germination in 7 - 21 days. Deep rooted allowing for drought tolerance. Regrows aggressively after cutting and grazing, providing excellent forage crops.

Formulations & varieties are subject to change without notice!

4300 Monaco Street
Denver, CO 80216
P. (303) 320-7500 F. (303) 320-7516
877-907-3187
www.anceed.com



TYPICAL SINGLE FAMILY RESIDENTIAL LOT LANDSCAPE

The developer or assigns (builder) shall provide:

- One deciduous or ornamental tree for every lot frontage, to be planted within approximately 4 to 7 feet of the back of the attached sidewalk.
- Front yard landscaping and automatic irrigation system to include sod for the front yard setback of each home.
- A minimum of 75% live material between the front of the house and the curb, not including drive area, unless approved by the town.
- Turf areas planted with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass, i.e. 75% to 90% fescue/25% to 10% bluegrass.
- In addition, at least one shade or ornamental tree of 1 1/2" caliper and four shrubs within the front yard setback of each home. The homeowner shall:
 - Install remainder of yard and is encouraged to plant additional trees, shrubs and flowers using xeriscape principles and the general provisions set forth in town regulations. Rear and side yards shall have a maximum of 45% turf area. Turf areas in rear yards shall be a minimum of 5 feet from foundations.
 - Plant all turf areas with drought tolerant grass varieties, such as turf type tall fescue (dwarf hybrids) mix. Any turf mix containing bluegrass varieties shall contain a maximum of 25% bluegrass, i.e. 75% to 90% fescue, 25% to 10% bluegrass.
 - Maintain the yard and landscaping within the adjacent road right-of-way, in accordance with town regulations.

NOTES

- Other than various grasses and forbes, existing vegetation is non-existent; therefore, preservation of existing vegetation shall not be required.
- The site does not contain any known endangered species, archaeological or historic areas. Also, no floodplains, wetlands or geologic hazards have been mapped on the site.
- It is the responsibility of the Developer and their Contractors to build the project according to approved plans and details, and in accordance with current Town of Johnstown Landscape Standards and Specifications. Field changes to these plans are to be approved approved by the Town of Johnstown prior to any work. Field conditions that conflict with or jeopardize the longevity of the proposed improvements shall be brought to the attention of the Town of Johnstown for resolution. Failure to bring such matters to the Town's attention or to obtain approval of remedial measures will in no way relieve the Developer/Contractor of their obligation to resolve the matter to the satisfaction of the Town of Johnstown.
- It will be the responsibility of the Developer to replace all dead plant material and/or re-sod or seed turf areas that are not established during the warranty period established by the Development Agreement for this project.
- Proposed open space areas will be private and maintained at homeowners expense by a mandatory homeowner's association or metro district.
- All areas disturbed by construction shall be adequately re-vegetated so as not to leave any bare ground.
- Street trees are shown at 40 foot intervals and final locations shall be based upon driveways and utility service lines. Street trees shall be located within the ROW, placed in front of the sidewalk when the sidewalk is detached and behind when attached. Minimum distances from street lights, shall be 40 feet between shade trees and 15 feet between ornamental trees. Street trees shall be installed by the developer/homeowner and maintained by the homeowner. Street tree irrigation shall be from the domestic tap for the adjacent home.
- All HOA maintained landscape areas to be watered by an automatic, underground irrigation system with shrub beds zoned separately from turf areas. A rain shut-off sensor is required with irrigation system.
- All trees and shrubs in native seed areas will be drip irrigated, required to have temporary irrigation through establishment.
- All shrub beds shall be mulched with rock cobble mulch 1"-2" in size, placed over a suitable weed barrier fabric. Minimum depth of mulch shall be 3 inches. All shrub bed areas shall be separated from sod areas by steel edging material.
- All park facilities including trails, shall meet the requirements of the Americans with Disabilities Act and ASHTO guidelines.
- No tree or shrub will be planted within 5 feet of a fire hydrant.
- No plant materials, boulders, benches, fences or visual obstructions shall exceed a height of 32" within sight distance triangle areas.
- Sod shall be Reveille Turf, a mixture of Texas Bluegrass and Kentucky Bluegrass. Water requirements are as follows:

0.17" water/week	April	0.35" water/week	October
0.52" water/week	May	0.57" water/week	Average
0.87" water/week	June		
0.87" water/week	July		
0.70" water/week	August		
0.52" water/week	September		

 16" of water annually

SEEDING & MULCHING INSTALLATION

- Irrigation:
 - Irrigated turf grass areas shall be irrigated with an automatic irrigation system.
 - Dryland grass areas will not require permanent irrigation systems but will need temporary irrigation. See seeding and mulching maintenance notes below.
- All brands furnished shall be free from such noxious seeds as Russian or Canadian Thistle, Coarse Fescue, European Birdweed, Johnson Grass, Knop Weed and Leafy Spurge.
- The seeder shall furnish to the owner (or contractor) a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed tickets shall be provided to the Town of Johnstown upon request.
- If the seed available on the market does not meet the minimum purity and germination percentages specified, the installer must compensate for a lesser percentage of purity or germination by furnishing sufficient additional seed to equal the specified product. The tags from the seed mixes must be approved by the town prior to application.
- The formula used for determining the quantity of pure live seed (pils) shall be (pounds of seed) x (purity) x (germination) = pounds or pure live seed (pils).
- Permanent seed mix shall be used unless otherwise approved by the town. The use of temporary nursery crop in permanent and low grow mixes is prohibited.
- All areas to be seeded and mulched shall have native topsoil spread to a depth of at least 6 inches (loose depth).
- Soil amendments shall be in accordance with the Town of Johnstown landscape regulations. Minimum soil amendments shall be 3 cubic yards of organic matter per 1,000 square feet of seeded areas, and shall be filled to a minimum depth of 6 inches.
- Soil to be thoroughly loosened (tilled) to a depth of at least 6 inches prior to seeding. The top 6 inches of the seed bed shall be free of rocks larger than 4 inches and soil clods greater than 2 inches. Seeding over any compacted areas that have been thoroughly loosened shall be rejected. Seed beds shall be free of weeds.
- Seed is to be applied using a mechanical drill to a depth not less than 1/4 inch and not more than 3/4 inch. Row spacing shall be no more than 7.5 inches. Material used for mulch shall consist of weed-free long-stemmed straw. At least 50 percent of the mulch, by weight, shall be 10 inches or more in length.
- Mulch shall be applied and mechanically anchored to a depth of at least 4 inches, mulch shall be applied at a rate of 3,000 lbs of straw per acre.
- If the installer demonstrates to the town that it is not possible to drill seed, seed is to be uniformly broadcast at two times the drilled rate, then lightly harrowed to provide a seed depth of approximately 1/4 inch, then rolled to compact, then mulched as specified above.
- Seeding and mulching shall be completed within 30 days of initial exposure or 7 days after grading is substantially complete in a given area (as defined by the town). This may require multiple mobilizations for seeding and mulching.
- All seeded areas shall be mulched, crimped and tacked within 24-hours after seeding.
- Tackifier should be utilized to help with straw displacement. The tackifier material shall consist of a free-flowing, non-corrosive powder produced from the natural plant gum of Plantago Insularis, (Desert Indiarubber), applied in a slurry with water and wood fiber. The powder shall possess the following properties: protein content = 1.6-4.0%; ash content = 2.7-4.0%; fiber = 4.0-4.0%; pH 1 solution = 6.5 - 8.0. The material shall not contain any mineral filler, recycled cellulose fiber, clays, or other substances, which may inhibit germination or growth of plants, the wood fiber and water used shall conform to the Colorado Highway Specifications, Subsection 213.02 - Part 3, and Subsection 209.02, respectively. Apply tackifier with a spray nozzle, dispensing a mist that will uniformly cover the surface.

SEEDING & MULCHING MAINTENANCE

- All seeded areas shall be kept in damp condition. For at least 14 days after seeding to aid in germination, some form of irrigation may be required to achieve this goal, and it is the responsibility of the property owner to perform any and all necessary operations to that end. This may include truck watering or temporary above ground pipe irrigation from fire hydrants, the means of irrigation shall be approved by the town and proper permits obtained prior to implementation. Direct flows from large hoses, which could damage the mulch, will not be permitted.
- Seeded and mulched areas shall be inspected for required coverage quarterly, for a period of two years following initial seeding, repairs and re-seeding and mulching shall be undertaken after the first and second growing season as requested by the Town of Johnstown for any areas failing to meet the required coverage.
- Rill and gully erosion shall be filled with topsoil prior to reseeding. The reseeding method shall be approved by the town.
- Noxious weeds shall be controlled in a manner acceptable to the town.
- Required coverage for standard, open space and low growth seed mixes shall be defined as follows:
 - 5.1 - 3 plants per square foot with a minimum height of 3 inches. The 3 plants per square foot shall be of the variety and species found in the seed mix.
 - 5.2 - No bare areas larger than 4 square feet (two-foot by two-foot or equivalent).
 - 5.3 - Free of eroded inlets.
 - 5.4 - Free from infestation of noxious weeds.
- Required coverage for turf grass areas shall be defined as follows:
 - 6.1 - At least 80% vegetative cover of grass species planted.
 - 6.2 - No bare areas larger than 4 square feet (two-foot by two-foot or equivalent).
 - 6.3 - Free of eroded inlets.
 - 6.4 - Free from infestation of noxious weeds.

APPLICANT:
Johnstown Village, LLC
17 Beaver Hill Lane
Greenwood Village, CO 80111
303-796-9000

CNA ENGINEER:
ATWELL

143 Union Boulevard, #700
Lakewood, CO 80228
303-463-1100

PLANNER & LANDSCAPE ARCHITECT:

H
THE HUBBARD GROUP
1430 W. 10th Ave. Suite 1000
Denver, CO 80202

JOHNSTOWN VILLAGE
P.U.D. - FINAL DEVELOPMENT PLAN
Johnstown, Colorado

DESIGNED BY:
CHECKED BY:
ISSUE DATE: 6-5-2015
REVISIONS: 12-10-2014
7-20-2015

SHEET TITLE:
PLANTING NOTES

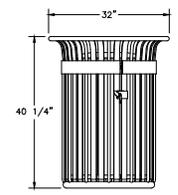
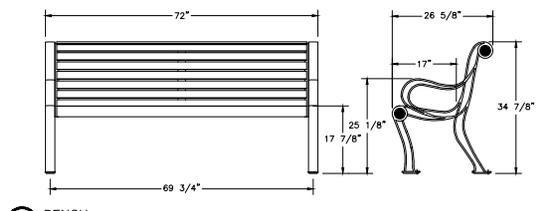
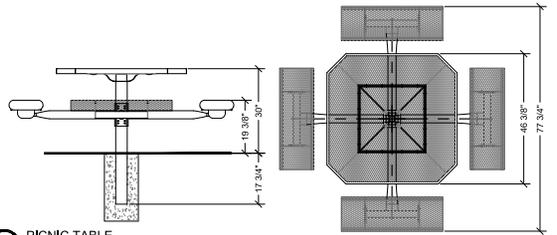
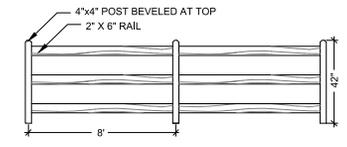
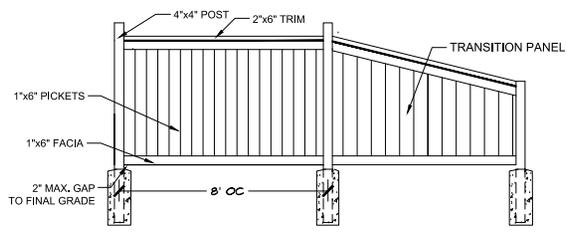
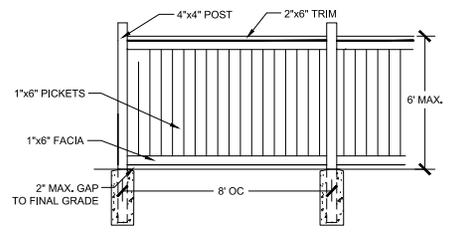
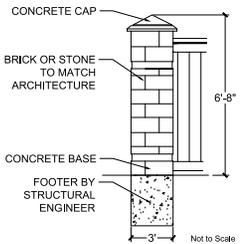
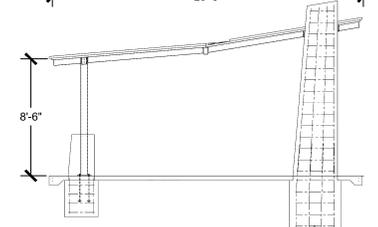
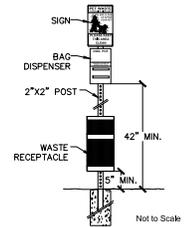
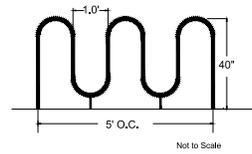
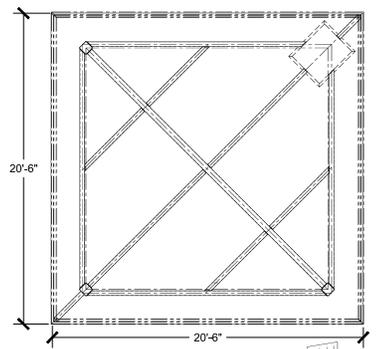
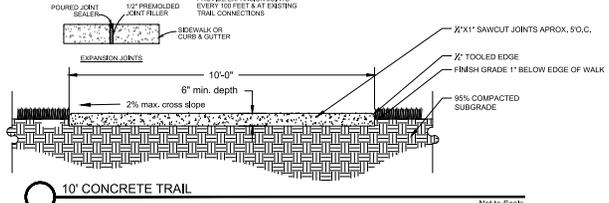
SHEET NUMBER:
15 of 16

JOHNSTOWN VILLAGE

P.U.D. - FINAL DEVELOPMENT PLAN
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH,
 RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



○ ENTRY MONUMENT
 Not to Scale



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 Johnstown Village, LLC
 17 Bacon Hill Lane
 Greenwood Village, CO 80111
 303-796-9000

CHA ENGINEER:
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PLANNER + LANDSCAPE ARCHITECT:
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 THE HUBBARD GROUP
 1000 14th Street, Suite 100
 Denver, CO 80202
 Phone: 303-733-1000 Fax: 303-733-1000

JOHNSTOWN VILLAGE
 P.U.D. - FINAL DEVELOPMENT PLAN
 Johnstown, Colorado

DRAWN BY: JN
 CHECKED BY: JN
 ISSUE DATE: 6-15-2018
 REVISIONS: 10-12-2018
 5-25-2019

SHEET TITLE
 SITE DETAILS

SHEET NUMBER
 16 of 16

AGENDA ITEM 10B

**Contract with IMEG
(Wastewater Interceptor Master Plan)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 19, 2019

ITEM NUMBER: 10B

SUBJECT: Johnstown Wastewater Collection/Interceptor Expansion
Engineering Services

ACTION PROPOSED: Approve the Town of Johnstown and IMEG Agreement as Presented

ATTACHMENTS: 1. Agreement for Engineering Services Between Town of Johnstown and IMEG, Inc.

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On July 8, 2019 the Town Council, Staff and Greg Weeks, (IMEG Consulting Engineer) met to discuss the current condition of the Town's sanitary sewer collection system adjacent to Highway 60. The discussion centered on the need for additional capacity in our sewer lines to accommodate the additional growth along the Highway 60 corridor. IMEG provided preliminary engineering of the condition of our system and a progressive outlook for meeting the demands of the future wastewater flows in this area of Johnstown.

As part of the presentation, Staff provided Council with a recommendation that if we wanted to control our future and our growth, we needed to consider making a significant paradigm shift. This change was from the previous focus of having developers pay for and install expansion of sanitary infrastructure to having the Town pay for and install the expansion of the sanitary sewer. To recover the costs, the Town would then charge a regional impact fee for sewer connection on a per Single Family Equivalent (SFE) basis. The reason for the change was that based on the costs, this capital improvement was too prohibitive for any one entity or multiple entities to construct. This dilemma placed a primary leadership role squarely on the Town.

Based on the recommendations, Town Council expressed support and a desire to move forward with this major capital project where cost estimates ranged from \$42 - \$90 million and a midpoint of about \$65 million. To continue moving in this direction, a contract for engineering services is enclosed with IMEG, Inc. The services to be provided here will focus exclusively on the interceptor lines immediately north and south of Highway 60 (depicted in yellow and green) on the attached map. More specifically, the contract services to be provided will fully design, engineer, and bid the interceptor segment from Johnstown Farms to the Central WWTP. It will also include a full assessment and planning of the remaining interceptor segments in preparation for design. The assessment and planning will include ROW identification, Subgrade Utility Engineering (SUE), geotechnical, and surveying services.

If the contract is approved and based on the proposed timeline, we expect this work to be completed around the beginning of 2020. Currently, funds have not been appropriated for this work. Approval of this agreement would presume that the Council will approve a corresponding budget amendment when presented at a later date before the close of the fiscal year. The cost of the agreement as presented is \$ 1,240,000 and we will have a more clear idea regarding the actual amount necessary for FY 2019 as we enter December. Council does have discretion to change the scope presented if desired, but this will change the cost based on a reduction or increase in services.

LEGAL ADVICE:

The agreement was reviewed and approved by the Town Attorney.

FINANCIAL ADVICE:

A budget amendment will be necessary for FY 2019 budget to be presented in the near future.

RECOMMENDED ACTION: Staff recommends approval of the agreement as presented based on initial direction by Council in a work session and to meet the long-term needs of our community.

SUGGESTED MOTIONS:

For Approval:

I move to approve the Agreement with IMEG, Inc. as presented.

For Denial:

I move that we deny the Agreement with IMEG, Inc. as presented.

Reviewed and Approved for Presentation:

Town Manager

Agreement for Engineering Services

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN TOWN OF JOHNSTOWN AND IMEG CORPORATION
CONCERNING WASTEWATER MASTER PLAN**

THIS AGREEMENT FOR ENGINEERING SERVICES CONCERNING WASTEWATER MASTER PLAN (the “Agreement”) is made and entered into this ____ day of _____ 2019 (“Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and IMEG Corporation, a Delaware corporation (“IMEG”) (collectively, the “Parties”).

WHEREAS, the Town requires professional consulting services in connection with sanitary sewer collection system master planning and specific engineering design services related thereto; and

WHEREAS, IMEG has held itself out to the Town as having the requisite expertise and experience to provide such professional consulting services; and

WHEREAS, the Town desires to engage the services of IMEG and IMEG wishes to provide the services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), for the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: OBLIGATIONS, CONFIDENTIALITY AND WORK PRODUCT

1.01 Town Obligations; Confidentiality. The Town shall provide IMEG with information, reports and such other data as may be available to Town and reasonably required by IMEG to perform hereunder. No information identified or provided by the Town shall be disclosed by IMEG to third parties without the prior consent of the Town or pursuant to a lawful court order directing such disclosure. All original documents provided by Town to IMEG shall be returned to Town. IMEG is authorized by Town to retain copies of such data and materials for use by IMEG for Town related engineering services.

1.02 IMEG. IMEG has the background, expertise and education to provide the Services and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, as required by law. IMEG shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations

and orders and in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

1.03 Ownership of Work Product. Upon payment to IMEG pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys and any other materials developed for the Town are and shall be the property of the Town, and shall be provided by IMEG to the Town in due course during the term of this Agreement or as requested by the Town, and, in any event, prior to termination of the Agreement. However, any reuse of the documents by the Town without prior written authorization by IMEG other than for the specific intended purpose of this Agreement will be at the Town's sole risk.

1.04 IMEG Project No. 19000966. The parties acknowledge and agree that, except for subcontractor fees in the amount of \$17,500.00 that remain payable by the Town to IMEG, this Agreement supersedes and replaces IMEG Project No. 19000966. Except as provided, IMEG Project No. 19000966 shall be deemed terminated as of the Effective Date of this Agreement.

SECTION 2: SERVICES, TERM AND COMPENSATION

2.01 Services. IMEG agrees to perform the Services for the Town. If additional services are desired, the Parties shall enter into a written amendment to this Agreement.

2.02 Term. This term of this Agreement shall continue until terminated by written notice from either party to the other in accordance with Section 5.

2.03 Compensation. In consideration of the completion of the services specified herein by IMEG, the Town shall pay IMEG on an hourly time and materials basis with a not-to-exceed amount as set forth on Exhibit B, attached hereto and incorporated herein by reference. If additional services are authorized as set forth herein, unless otherwise agreed, the Town shall pay IMEG in accordance with the schedule of rates and charges set out on Exhibit B. Detailed monthly invoices shall be rendered by IMEG and shall be due and payable thirty (30) days after date of receipt. Invoices shall be itemized and include hourly breakdowns for all personnel and other charges. The fee identified on Exhibit B for a specific requested service shall include all fees and expenses incurred by IMEG in performing all services hereunder.

2.04 Expenses: IMEG shall not incur any expense or debt over and above those identified in this Agreement on behalf of the Town without the Town's prior written authorization.

SECTION 3: SCHEDULE

3.01 Schedule. Unless otherwise agreed, IMEG shall provide the Services in accordance with the timeline set forth on Exhibit C, attached hereto and incorporated herein by reference.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

- A. IMEG shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:
1. Workers' Compensation insurance as required by law;
 2. Commercial General or Business Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and FOUR MILLION DOLLARS (\$4,000,000.00) general aggregate;
 3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of the IMEG's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the IMEG's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of IMEG who utilizes an automobile in providing services to Town under this Agreement; and
 4. Professional Liability Insurance with minimum limits of ONE MILLION dollars (\$1,000,000.00) each claim and TWO MILLION dollars (\$2,000,000.00) general aggregate.
- B. IMEG shall procure and maintain and shall cause any subcontractor of IMEG to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the IMEG pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto.
- C. A certificate of insurance shall be completed by IMEG's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by Town prior to commencement of any of the services under this Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be

stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be sent to:

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

4.02 Damage and Indemnity. IMEG assumes full responsibility for any and all damages caused by IMEG's willful or negligent exercise of its activities under by this Agreement. IMEG agrees that it will at all times 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 to the extent such injury, loss, or damage is caused by the willful or negligent act of IMEG, or any subcontractor of IMEG pursuant to this Agreement.

SECTION 5: TERMINATION

5.01 Termination. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to IMEG effective immediately. In the event the Agreement is terminated by Town's issuance of said written notice of termination, Town shall pay IMEG for all work previously authorized and performed prior to the date of termination. Notwithstanding the foregoing, if IMEG has not provided all the documents to the Town described in Section 1.03, the Town may, in its discretion, withhold final payment until the documents are provided.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. IMEG understands and agrees that IMEG is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to IMEG. The Town shall not be responsible for withholding any portion of IMEG's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **IMEG IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. IMEG IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** As long as there is not a conflict of interest with the Town, IMEG may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

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

TO IMEG:
IMEG Corporation
Attn: Taylor C. Goertz, PE
7600 E. Orchard Road, Suite 250-S
Greenwood Village, CO 80111

The addresses for notices may be changed by written notice given to the other party in the manner provided above. Notice may also be sent via electronic mail (“e-mail”) delivery and shall be effective upon confirmation of receipt of the e-mail.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 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.

8.03 Illegal Aliens. IMEG shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit D, attached hereto and incorporated herein by such reference.

8.04 Assignment; Third Party Rights. IMEG may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement, other than subcontract services as identified in this Agreement, without prior Town written approval. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

8.07 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting party. Failure on the part of any party to complain of any act or failure to act or to declare any other party in default, irrespective of how long such failure

continues, shall not constitute a waiver by such party of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action in a location that does not exceed sixty (60) miles from the Town and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by IMEG under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by IMEG of any of the provisions of this Agreement may cause the Town irreparable injury and damage. IMEG agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by IMEG.

8.12 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the prevailing party, to the extent permitted by law, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.13 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and IMEG and supersede all prior negotiations, representations and agreements, whether written or oral.

8.14 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.

8.15 No Presumption. Each party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

IMEG CORPORATION

By: T C Goertz
Name: Taylor C. Goertz
Title: Associate Principal

STATE OF COLORADO)
) ss
COUNTY OF Arapahoe)

SUBSCRIBED AND SWORN to before me this 14th day of AUGUST, 2019, by Taylor C. Goertz as the Associate Principal of IMEG Corporation.

WITNESS my hand and official seal.

My commission expires: 10/10/2019

Julie A Campos
Notary Public

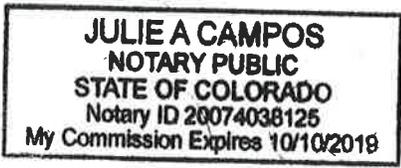


EXHIBIT A SERVICES

IMEG shall provide the following two (2) phases of services:

Final Design Phase - IMEG shall provide final design and engineering services for the Central Interceptor – First Priority alignment as defined in Exhibit ‘E’, Wastewater System Proposed Interceptor Alignments – Priorities. This alignment is further defined as beginning at the Central Wastewater Treatment Plant and ending at the existing Johnstown Farms Lift Station. It is recognized and agreed upon by the Town and the IMEG that the proposed alignment may change due to certain physical or political barriers beyond either Party’s control. Both the Town and the IMEG shall review any such changes and determine if an Amendment to this Contract may be required.

Final Design and Engineering Services for this phase shall include the following assessment(s) and evaluation(s):

- A. Easements/Right-of-Way - IMEG shall coordinate directly and with Town and other Town contracted IMEGs to further determine feasible property to construct and operate sanitary sewer interceptor improvements. Processes included within this assessment may include: 1) Initial contact and discussion with land owners who may be impacted by the proposed sanitary sewer interceptor improvements; 2) Title search , by a Title Insurance Company, for each parcel impacted by the proposed alignments (it is estimated there are up to 15 parcels along this alignment for which obtaining Title information binders and performing associated research will be required); 3) Determination of locations of land encumbrances that may preclude a proposed alignment within each subject parcel; 4) Preparation of temporary construction easement legal descriptions and exhibits by a Professional Land Surveyor to be utilized for construction easement agreements between the Town and impacted land owners; and, 5) Preparation of permanent utility easement legal descriptions and exhibits by a Professional Land Surveyor to be utilized for permanent easement agreements between the Town and impacted land owners.

- B. Environmental Assessment - IMEG shall provide an assessment of the proposed alignment with regards to environmental services including a Phase I Environmental Site Assessment (Phase I ESA), natural resource assessment, wetland delineation, habitat assessment, and cultural resource inventory. These environmental services will provide the Town with data to assist in determination of final proposed alignment of the interceptor in addition to determining if there are any environmental concerns that may impact construction scheduling and/or construction costs. Additionally, IMEG will obtain and evaluate representative soil and/or ground water samples to determine potential for contamination that may impact final

proposed alignments for both interceptors.

- C. Subsurface Utility Engineering (SUE) - IMEG shall provide Level A/B SUE services to determine locations of existing utilities within the proposed alignment. By Colorado State Law, the IMEG is required to provide these services as part of this Contract upon completion of final design of improvements.

- D. Geotechnical Engineering - IMEG shall provide soil borings at approximately 1,000-foot horizontal intervals along the proposed alignment at depths varying between 20 to 30 feet below the ground surface to evaluate subsurface geological conditions and to obtain samples for laboratory testing. The laboratory testing will be completed to evaluate relevant engineering characteristics, such as, but not limited to, in-place moisture and density, particle size analysis, Atterberg limit, strength, water-soluble sulfates, and soil corrosivity. This evaluation will assist the IMEG in determining feasibility and requirements for installation of the sanitary sewer interceptor at the proposed alignment or if a more suitable alignment should be reviewed.

- E. Field Surveying - IMEG shall provide land surveying services in coordination with final design of this alignment
 - a. Preliminary Surveying: 1) Defining horizontal control points at a minimum on an approximate 1/2-mile by 1/2-mile grid (utilizing subsection corners) that covers the limits of the alignment. The horizontal control shall be based on NAD83 Colorado State Plane coordinate system, North Zone; 2) Vertical benchmarks shall be established using the NAVD-88 datum. It is anticipated that at least 1 vertical benchmark shall be established within the alignment. Establishing both horizontal and vertical control for the alignments will assist in locating property corners, easements, rights-of-way, environmental elements, geotechnical boring locations, and locations of existing utilities (surface and underground). Lastly, IMEG will stake the preliminary alignments of the interceptor at intervals of 1,000-foot or such lesser intervals where necessary to assist with preliminary engineering as well discussions with potentially impacted property owners. The established project benchmarks and survey control data will be provided to the Town in a GIS shape file format prior to completion of the Project.
 - b. Design Surveying: Field survey of existing conditions at minimum 100-foot intervals for the length of the proposed alignment.

- F. State and Local Permitting –
- a. IMEG will prepare a State of Colorado required Site Application for the proposed alignment. This is a preliminary engineering report that will be reviewed for approval by the Colorado Department of Public Health and Environment (CDPHE). This report will define the basis of design including horizontal/vertical alignment, sizing of sewer interceptor segments, and other engineering factors. Included in this report, IMEG will need to address the capacity and expansion plans of the Central Wastewater Treatment Plant. It is anticipated that the Town will have this information available or IMEG will be working with the Town within a separate agreement to complete an evaluation of the Central Wastewater Treatment Plant and plans to expand/improve the Treatment Plant.
 - b. Concurrently, IMEG will submit for review and approval the final construction plans and specifications for the engineering design of this alignment to CDPHE.

Both of these submittals are required to procure the State issued construction permit for sanitary sewer piping at 24-inches in diameter or larger.

- G. Final Design - IMEG will prepare construction plans and project specifications for the final design of the proposed Central Interceptor – First Priority alignment, which is estimated at 9,700 lineal feet in length. The construction plans will consist of a cover sheet, applicable construction notes, an overall alignment plan, plan and profile of the sanitary sewer alignment (horizontal/vertical), construction details, temporary erosion control considerations, and estimated plan quantities. In conjunction with the construction plans, IMEG will prepare project specifications specifically outlining required materials, workmanship, and processes for constructing the proposed sanitary sewer interceptor. The project specifications will be integrated into a Project Manual that will contain the Town contract documents including agreement and conditions. It is assumed that the Engineering Joint Contract Documents Committee (EJCDC) format will be utilized for the Contract and Specifications that comprise the Project Manual.
- H. Bidding/Evaluation/Award - IMEG will assist the Town in obtaining contract bids per the Project Manual, evaluating each bid submitted, and preparing a recommendation of award for the Town.

Initial Planning Phase - IMEG will provide preliminary planning and engineering services for the North Interceptor alignment and Central Interceptor alignment (Second & Third Priorities) as defined on Exhibit 'E', Wastewater System Proposed Interceptor Alignments - Priorities. It is recognized and agreed upon by the Town and IMEG that the proposed alignments may change due to certain physical or political barriers beyond

either Party's control. Both the Town and the IMEG shall review any such changes and determine if an amendment to this Agreement may be required.

Preliminary Planning and Engineering Services for this phase shall include the following assessment(s) and evaluation(s):

- A. Easements/Right-of-Way - IMEG shall coordinate directly and with Town and other Town contracted IMEGs to determine feasible property to construct and operate sanitary sewer interceptor improvements. Processes included within this assessment may include: 1) Initial contact and discussion with land owners who may be impacted by the proposed sanitary sewer interceptor improvements; 2) Title search, by a Title Insurance Company, for each parcel impacted by the proposed alignments (it is estimated there are up to 140 parcels along this alignment for which obtaining Title information binders and performing associated research will be required); and, 3) Determination of locations of land encumbrances that may preclude a proposed alignment within each subject parcel.
- B. Environmental Assessment - IMEG shall provide an assessment of the proposed alignment with regards to environmental services including a Phase I Environmental Site Assessment (Phase I ESA), natural resource assessment, wetland delineation, habitat assessment, and cultural resource inventory. These environmental services will provide the Town with data to assist in determination of final proposed alignments for both interceptors in addition to determining if there are any environmental concerns that may impact construction scheduling and/or construction costs. Additionally, IMEG will obtain and evaluate representative soil and/or ground water samples to determine potential for contamination that may impact final proposed alignments for both interceptors.
- C. Subsurface Utility Engineering (SUE) - IMEG shall provide Level A/B SUE services to determine exact locations of existing utilities within both proposed alignments. By Colorado State Law, the IMEG is required to provide these services as part of this Contract upon completion of final design of improvements. IMEG recommends completing this evaluation prior to final design of the entire alignment for both corridors (North and Central) as findings from this evaluation may impact design elements due to the nature of the gravity-fed interceptor design.
- D. Geotechnical Engineering - IMEG shall provide preliminary soil borings at approximately 1,000-foot horizontal intervals along both interceptor alignments at depths varying between 20 to 30 feet below the ground surface to evaluate subsurface geological conditions and possible groundwater elevations, and to obtain samples for laboratory testing. The laboratory testing will be completed to evaluate relevant engineering characteristics, such as, but not limited to, in-place moisture and density,

particle size analysis, Atterberg limit, strength, water-soluble sulfates, and soil corrosivity. This evaluation will assist the IMEG in determining feasibility and requirements for installation of the sanitary sewer interceptor at the proposed alignment or if a more suitable alignment should be reviewed.

- E. Field Surveying - IMEG shall provide land surveying services in coordination with preliminary assessments and evaluations. This surveying service will include defining horizontal control points on an approximate 1/2-mile by 1/2-mile (grid (utilizing sub-section corners) that covers the limits of both alignments. The horizontal control shall be based on NAD83 Colorado State Plane coordinate system, North Zone; 2) Vertical benchmarks shall be established using the NAVD-88 datum. It is anticipated that at least 4 vertical benchmarks shall be established with the initial surveying services. Establishing both horizontal and vertical control for the entire length of both alignments will assist in locating property corners, easements, rights-of-way, environmental elements, geotechnical boring locations, and locations of existing utilities (surface and underground). Lastly, IMEG will stake the preliminary alignments of the interceptors at intervals of 1,000-foot or such lesser intervals where necessary to assist with preliminary engineering as well discussions with potentially impacted property owners. The established project benchmarks and survey control data will be provided to the Town in a GIS shape file format prior to completion of the Project.

- F. State and Local Permitting - IMEG will prepare State of Colorado required Site Applications for both interceptor alignments. This is a preliminary engineering report that will be reviewed for approval by the Colorado Department of Public Health and Environment (CDPHE). This report will define the basis of design including horizontal/vertical alignment, sizing of sewer interceptor segments, and other engineering factors. Included in this report, IMEG will need to address the capacity and expansion plans of the Central Wastewater Treatment Plant. It is anticipated that the Town will have this information available or IMEG will be working with the Town within a separate agreement to complete and evaluation of the Central Wastewater Treatment Plant and plans to expand/improve the Treatment Plant.

EXHIBIT B
Schedule of Fees
July 2019

The estimated schedule of fees, on time and material basis in an amount not to exceed without additional Town authorization is as follows (consistent with the Scope of Work described in Exhibit A):

Final Design Phase (Central, Priority 1)

A.	Easements/ROW (Includes sub-consultants)	\$ 93,000
B.	Environmental Assessment (Includes sub-consultants)	\$ 25,000
C.	Subsurface Utility Engineering (Includes sub-consultants)	\$ 60,000
D.	Geotechnical Engineering (Includes sub-consultants)	\$ 10,000
E.	Survey (Includes sub-consultants)	\$ 35,000
F.	State Permitting	\$ 85,000
G.	Final Design	\$ 125,000
H.	Bidding/Evaluation/Award	\$ 45,000
Sub-total Final Design Phase (Not to Exceed)		\$ 478,000

Initial Planning Phase (North & Central)

A.	Easements/ROW (Includes sub-consultants)	\$ 262,000
B.	Environmental Assessment (Includes sub-consultants)	\$ 75,000
C.	Subsurface Utility Engineering (Includes sub-consultants)	\$ 220,000
D.	Geotechnical Engineering (Includes sub-consultants)	\$ 30,000
E.	Survey (Includes sub-consultants)	\$ 95,000
F.	State Permitting	\$ 65,000
Sub-total Initial Planning Phase (Not to Exceed)		\$ 670,000

Total Estimated Fees (Not to Exceed) \$1,240,000

Typical current staff rates for the Town are presented below for consideration. IMEG will hold the rates for a two-year period If the Agreement continues beyond two years, IMEG may update the rates.

Staff	Title	IMEG Current Hourly Rates
Gregory A. Weeks, P.E.	Senior Engineer	\$150
Taylor C. Goertz, P.E.	Project Executive	\$185
Glendon W. Berrett, P.E.	Project Manager	\$160
Eric J. Jenkins, P.E.	Senior Engineer	\$150
Greg D. Jeppesen, P.E.	Senior Engineer	\$150
Michael C. Cregger, P.L.S.	Senior Land Surveyor	\$140
Paige R. Coufal	Project Engineer	\$100
Zach W. Pauser	Project Designer	\$100
Taylor P. Kolman	Administrative Assistant	\$65
Survey Crew (PWSI)	Subconsultant	\$160
Other Staff General Rates		
Project Engineer		\$90-\$110
Senior Engineer		\$110-\$150
CAD/GIS Technician		\$85-\$125
Professional Land Surveyor		\$130-\$150
Inspection Staff		\$85-\$130
Administrative Staff		\$60-\$90

- Automobile travel will be charged at current Federal Government rate.
- Outside Consultants and/or independent laboratory tests which IMEG administrates will be charged at cost plus 10%
- Other expenses charged at cost plus 10%.

EXHIBIT C

Timeline

Unless otherwise agreed in writing, the following timeline and major milestones for each of the two (2) phases proposed within the Scope of Work defined in Exhibit A shall apply:

Final Design Phase

Milestone	Start Date	Duration (Weeks)	Completion Date
Authorization to Enter Property *	8/6/19	4	9/3/19
Notice to Proceed	8/20/19	0	8/20/19
Survey	9/4/19	4	10/1/19
Geotechnical Engineering	9/4/19	4	10/1/19
Environmental Assessment	9/4/19	8	10/30/19
Subsurface Utility Engineering	9/4/19	8	10/30/19
Easements/ROW	9/4/19	12	11/26/19
404 Permitting	10/1/19	24	3/17/20
Final Design	10/2/19	15	1/14/20
State Permitting	1/6/20	6	2/17/20
Bidding/Evaluation/Award	1/15/20	8	3/16/20
Notice of Award to Contractor **	3/17/20	0	3/17/20
Contract Execution & Mobilization **	3/17/20	4	4/15/20
Construction **	4/15/20	26	11/2/20

* Authorization to enter properties must be secured before any field investigation is completed.

** For informational purposes only (not a part of this Agreement).

Initial Planning Phase

Milestone	Start Date	Duration (Weeks)	Completion Date
Authorization to Enter Property	8/6/19	4	9/3/19
Notice to Proceed	8/20/19	0	8/20/19
Survey	9/4/19	4	10/1/19
Easements/ROW	9/4/19	12	11/26/19
Environmental Assessment	9/4/19	12	11/26/19
Geotechnical Engineering	9/4/19	12	11/26/19
Subsurface Utility Engineering	9/4/19	16	12/24/19
State Permitting (Site App ONLY)	10/1/19	12	12/24/19

EXHIBIT D
REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

IMEG 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 IMEG that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

IMEG 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.

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

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that IMEG 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 IMEG 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.

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

AGENDA ITEM 10C

**Johnstown Housing Authority
Discussion**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: August 19, 2019

ITEM NUMBER: 10C

SUBJECT: Johnstown Housing Authority Discussion

ACTION PROPOSED: **DISCUSSION ONLY:** General Direction Needed for FY 2020 Budget Development Related to the JHA

ATTACHMENTS:

1. JHA Letter
2. JHA Estimated Amortization Schedule (at 2%)

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On April 8, 2019 the Town Council and Johnstown Housing Authority (JHA) Board Members met during a work session. The meeting centered on the state of the JHA. Some of the specifics included the successes having to meeting their mission which is to provide housing to senior and disabled residents of our community.

Evidence of the JHA achieving this mission is the fact that they have had no vacancies in the past 8 months and are able to keep the rent affordable for the 24 units they have in their portfolio. Another success at their facility are the improvements they are making to update the kitchens when vacancies do occur with existing cash flows they have in reserves.

While they have many successes at the multi-family facility, they also have their challenges. Those challenges include: a USDA loan with an interest rate of roughly 11.5% which originated as a 50-year loan and aging infrastructure that includes a boiler system that needs to be replaced and a deteriorating parking lot that they need to improve.

As the JHA looks to the future, there is the available acreage adjacent to the existing facility that is owned by the Town/JHA. This land can be used for construction of a new multi-family facility that would increase the ability of the JHA to continue to meet its mission. While the JHA is solvent and can continue on its current trajectory, the expansion of the JHA may not be possible until their existing debt is satisfied which is approximately 40 years out.

At the conclusion of the work session, the Town Council requested the Town Manager and JHA Executive Director meet to identify a possible solution to address some of the immediate pressures at the JHA. A proposal for the Council to consider was planned for August 2019. This discussion item this evening is a result of the discussions between the two parties. During those discussions, the two primary foundations of the discussions were: 1. What is it that the JHA wants to do; and 2. If they want assistance from the Town, we still need the JHA to remain sustainable and solvent.

The JHA Board Members and its Director have discussed and considered their options. I asked that they provide a letter of request to the Council to explain their request and based on the letter the Council could determine their position. Accordingly, enclosed for your review and consideration is a letter from Dennis Reed, JHA Director on behalf of the JHA Board Members. In their request, they are seeking a loan from the Town in the amount of \$500,000. The loan would be used to pay off their debt owed to USDA. The remaining balance would be dedicated to replacing the existing boilers in the facility and to repave the JHA parking lot which will be a full depth replacement. The term for this loan would be for 20 years and would carry with it an interest rate of 2%. The interest paid on this loan would be approximately \$107,000.

For context, the Town invests a large amount of its reserves in various investment types in compliant with State Law. The interest varies based on the amount of cash in the investment and the term of the investment. In general, the Town currently is yielding 2.55% on its investments. A loan if provided to the JHA would yield roughly \$137,000 in interest.

Staff is asking for direction from Council, because we are currently working through the FY 2020 preliminary budget. The direction we are seeking is if the Council is receptive to providing a loan to JHA and what the term and interest rate of the loan would be if JHA were to accept the conditions of the loan. Based on this discussion, Staff will be able to incorporate the loan amount if directed by Council into the FY 2020 budget when planned for presentation in September and formally considered for adoption in December 2019.

Reviewed and Approved for Presentation:

Town Manager

Letter from Mr. Dennis Reed

**(Executive Director of
Johnstown Housing Authority)**

August 1, 2019

Johnstown Board
Matt LeCerf
Town Manager
450 Parish Avenue
Johnstown, CO 80543

Dear Matt,

I first would like to thank you for your support and assistance with the Johnstown Housing Authority. Our goal is to provide affordable housing to senior and disabled residents of our community.

With our project being so small, only 24 unit, and only two very part time hired staff myself and Jeff Jacobson (small maintenance and lawn care), is it difficult to respond to the Rural Development with the requirements stated in previous meetings. The other driving issue with our current mortgage is the 11.5% stated interest rate.

This letter is a formal request for financial assistance. We are requesting a low interest rate of 2% and the amount of \$500,000.00. Attached to this email is a simple amortization schedule (Simple note for JHA 8-2-2019.xlsx) Monthly payment of \$2529.42 over the next 20 years. I feel Columbine Complex can achieve this with current room rents of \$400 to \$650 per month. Our current mortgage is between \$1700 to \$1800 per month with savings of \$1500 each month.

This money will be used for the following projects:

- 1) Pay off Rural Development \$333,072.02
 - a. See attached 12/31/2018 Annual Statement)
- 2) New Pavement / Parking \$76,000.00
 - a. Bid from 2018
- 3) New Boilers (heating in apartments) \$80,000.00
 - a. This is only an estimate; I am in the process of obtaining bids for this work

As tenants move out of the current apartments, the Housing Authority can remodel the Kitchens and upgrade the appliances. This process will be slow and will be done over several years. Our last vacancy was October 2018.

Sincerely,

Dennis Reed

Executive Director of JHA

Copies to Board Members of JHA

Amortization Schedule

Simple Loan Calculator

	Enter values
Loan amount	\$ 500,000.00
Annual interest rate	2.00%
Loan period in years	20
Start date of loan	8/15/2019
Monthly payment	\$ 2,529.42
Number of payments	240
Total interest	\$ 107,060.00
Total cost of loan	\$ 607,060.00

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	9/15/2019	\$ 500,000.00	\$ 2,529.42	\$ 1,696.08	\$ 833.33	\$ 498,303.92
2	10/15/2019	\$ 498,303.92	\$ 2,529.42	\$ 1,698.91	\$ 830.51	\$ 496,605.01
3	11/15/2019	\$ 496,605.01	\$ 2,529.42	\$ 1,701.74	\$ 827.68	\$ 494,903.26
4	12/15/2019	\$ 494,903.26	\$ 2,529.42	\$ 1,704.58	\$ 824.84	\$ 493,198.69
5	1/15/2020	\$ 493,198.69	\$ 2,529.42	\$ 1,707.42	\$ 822.00	\$ 491,491.27
6	2/15/2020	\$ 491,491.27	\$ 2,529.42	\$ 1,710.26	\$ 819.15	\$ 489,781.00
7	3/15/2020	\$ 489,781.00	\$ 2,529.42	\$ 1,713.12	\$ 816.30	\$ 488,067.89
8	4/15/2020	\$ 488,067.89	\$ 2,529.42	\$ 1,715.97	\$ 813.45	\$ 486,351.92
9	5/15/2020	\$ 486,351.92	\$ 2,529.42	\$ 1,718.83	\$ 810.59	\$ 484,633.09
10	6/15/2020	\$ 484,633.09	\$ 2,529.42	\$ 1,721.69	\$ 807.72	\$ 482,911.39
11	7/15/2020	\$ 482,911.39	\$ 2,529.42	\$ 1,724.56	\$ 804.85	\$ 481,186.83
12	8/15/2020	\$ 481,186.83	\$ 2,529.42	\$ 1,727.44	\$ 801.98	\$ 479,459.39
13	9/15/2020	\$ 479,459.39	\$ 2,529.42	\$ 1,730.32	\$ 799.10	\$ 477,729.07
14	10/15/2020	\$ 477,729.07	\$ 2,529.42	\$ 1,733.20	\$ 796.22	\$ 475,995.87
15	11/15/2020	\$ 475,995.87	\$ 2,529.42	\$ 1,736.09	\$ 793.33	\$ 474,259.78
16	12/15/2020	\$ 474,259.78	\$ 2,529.42	\$ 1,738.98	\$ 790.43	\$ 472,520.80
17	1/15/2021	\$ 472,520.80	\$ 2,529.42	\$ 1,741.88	\$ 787.53	\$ 470,778.92
18	2/15/2021	\$ 470,778.92	\$ 2,529.42	\$ 1,744.79	\$ 784.63	\$ 469,034.13
19	3/15/2021	\$ 469,034.13	\$ 2,529.42	\$ 1,747.69	\$ 781.72	\$ 467,286.44
20	4/15/2021	\$ 467,286.44	\$ 2,529.42	\$ 1,750.61	\$ 778.81	\$ 465,535.83
21	5/15/2021	\$ 465,535.83	\$ 2,529.42	\$ 1,753.52	\$ 775.89	\$ 463,782.31
22	6/15/2021	\$ 463,782.31	\$ 2,529.42	\$ 1,756.45	\$ 772.97	\$ 462,025.86
23	7/15/2021	\$ 462,025.86	\$ 2,529.42	\$ 1,759.37	\$ 770.04	\$ 460,266.49
24	8/15/2021	\$ 460,266.49	\$ 2,529.42	\$ 1,762.31	\$ 767.11	\$ 458,504.18
25	9/15/2021	\$ 458,504.18	\$ 2,529.42	\$ 1,765.24	\$ 764.17	\$ 456,738.94
26	10/15/2021	\$ 456,738.94	\$ 2,529.42	\$ 1,768.19	\$ 761.23	\$ 454,970.75
27	11/15/2021	\$ 454,970.75	\$ 2,529.42	\$ 1,771.13	\$ 758.28	\$ 453,199.62

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
28	12/15/2021	\$ 453,199.62	\$ 2,529.42	\$ 1,774.08	\$ 755.33	\$ 451,425.54
29	1/15/2022	\$ 451,425.54	\$ 2,529.42	\$ 1,777.04	\$ 752.38	\$ 449,648.50
30	2/15/2022	\$ 449,648.50	\$ 2,529.42	\$ 1,780.00	\$ 749.41	\$ 447,868.49
31	3/15/2022	\$ 447,868.49	\$ 2,529.42	\$ 1,782.97	\$ 746.45	\$ 446,085.53
32	4/15/2022	\$ 446,085.53	\$ 2,529.42	\$ 1,785.94	\$ 743.48	\$ 444,299.58
33	5/15/2022	\$ 444,299.58	\$ 2,529.42	\$ 1,788.92	\$ 740.50	\$ 442,510.67
34	6/15/2022	\$ 442,510.67	\$ 2,529.42	\$ 1,791.90	\$ 737.52	\$ 440,718.77
35	7/15/2022	\$ 440,718.77	\$ 2,529.42	\$ 1,794.89	\$ 734.53	\$ 438,923.88
36	8/15/2022	\$ 438,923.88	\$ 2,529.42	\$ 1,797.88	\$ 731.54	\$ 437,126.01
37	9/15/2022	\$ 437,126.01	\$ 2,529.42	\$ 1,800.87	\$ 728.54	\$ 435,325.13
38	10/15/2022	\$ 435,325.13	\$ 2,529.42	\$ 1,803.87	\$ 725.54	\$ 433,521.26
39	11/15/2022	\$ 433,521.26	\$ 2,529.42	\$ 1,806.88	\$ 722.54	\$ 431,714.38
40	12/15/2022	\$ 431,714.38	\$ 2,529.42	\$ 1,809.89	\$ 719.52	\$ 429,904.48
41	1/15/2023	\$ 429,904.48	\$ 2,529.42	\$ 1,812.91	\$ 716.51	\$ 428,091.57
42	2/15/2023	\$ 428,091.57	\$ 2,529.42	\$ 1,815.93	\$ 713.49	\$ 426,275.64
43	3/15/2023	\$ 426,275.64	\$ 2,529.42	\$ 1,818.96	\$ 710.46	\$ 424,456.69
44	4/15/2023	\$ 424,456.69	\$ 2,529.42	\$ 1,821.99	\$ 707.43	\$ 422,634.70
45	5/15/2023	\$ 422,634.70	\$ 2,529.42	\$ 1,825.03	\$ 704.39	\$ 420,809.67
46	6/15/2023	\$ 420,809.67	\$ 2,529.42	\$ 1,828.07	\$ 701.35	\$ 418,981.60
47	7/15/2023	\$ 418,981.60	\$ 2,529.42	\$ 1,831.11	\$ 698.30	\$ 417,150.49
48	8/15/2023	\$ 417,150.49	\$ 2,529.42	\$ 1,834.17	\$ 695.25	\$ 415,316.32
49	9/15/2023	\$ 415,316.32	\$ 2,529.42	\$ 1,837.22	\$ 692.19	\$ 413,479.10
50	10/15/2023	\$ 413,479.10	\$ 2,529.42	\$ 1,840.28	\$ 689.13	\$ 411,638.82
51	11/15/2023	\$ 411,638.82	\$ 2,529.42	\$ 1,843.35	\$ 686.06	\$ 409,795.47
52	12/15/2023	\$ 409,795.47	\$ 2,529.42	\$ 1,846.42	\$ 682.99	\$ 407,949.04
53	1/15/2024	\$ 407,949.04	\$ 2,529.42	\$ 1,849.50	\$ 679.92	\$ 406,099.54
54	2/15/2024	\$ 406,099.54	\$ 2,529.42	\$ 1,852.58	\$ 676.83	\$ 404,246.96
55	3/15/2024	\$ 404,246.96	\$ 2,529.42	\$ 1,855.67	\$ 673.74	\$ 402,391.28
56	4/15/2024	\$ 402,391.28	\$ 2,529.42	\$ 1,858.76	\$ 670.65	\$ 400,532.52
57	5/15/2024	\$ 400,532.52	\$ 2,529.42	\$ 1,861.86	\$ 667.55	\$ 398,670.66
58	6/15/2024	\$ 398,670.66	\$ 2,529.42	\$ 1,864.97	\$ 664.45	\$ 396,805.69
59	7/15/2024	\$ 396,805.69	\$ 2,529.42	\$ 1,868.07	\$ 661.34	\$ 394,937.62
60	8/15/2024	\$ 394,937.62	\$ 2,529.42	\$ 1,871.19	\$ 658.23	\$ 393,066.43
61	9/15/2024	\$ 393,066.43	\$ 2,529.42	\$ 1,874.31	\$ 655.11	\$ 391,192.12
62	10/15/2024	\$ 391,192.12	\$ 2,529.42	\$ 1,877.43	\$ 651.99	\$ 389,314.69
63	11/15/2024	\$ 389,314.69	\$ 2,529.42	\$ 1,880.56	\$ 648.86	\$ 387,434.14
64	12/15/2024	\$ 387,434.14	\$ 2,529.42	\$ 1,883.69	\$ 645.72	\$ 385,550.44
65	1/15/2025	\$ 385,550.44	\$ 2,529.42	\$ 1,886.83	\$ 642.58	\$ 383,663.61
66	2/15/2025	\$ 383,663.61	\$ 2,529.42	\$ 1,889.98	\$ 639.44	\$ 381,773.63

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
67	3/15/2025	\$ 381,773.63	\$ 2,529.42	\$ 1,893.13	\$ 636.29	\$ 379,880.50
68	4/15/2025	\$ 379,880.50	\$ 2,529.42	\$ 1,896.28	\$ 633.13	\$ 377,984.22
69	5/15/2025	\$ 377,984.22	\$ 2,529.42	\$ 1,899.44	\$ 629.97	\$ 376,084.78
70	6/15/2025	\$ 376,084.78	\$ 2,529.42	\$ 1,902.61	\$ 626.81	\$ 374,182.17
71	7/15/2025	\$ 374,182.17	\$ 2,529.42	\$ 1,905.78	\$ 623.64	\$ 372,276.39
72	8/15/2025	\$ 372,276.39	\$ 2,529.42	\$ 1,908.96	\$ 620.46	\$ 370,367.43
73	9/15/2025	\$ 370,367.43	\$ 2,529.42	\$ 1,912.14	\$ 617.28	\$ 368,455.30
74	10/15/2025	\$ 368,455.30	\$ 2,529.42	\$ 1,915.32	\$ 614.09	\$ 366,539.97
75	11/15/2025	\$ 366,539.97	\$ 2,529.42	\$ 1,918.52	\$ 610.90	\$ 364,621.46
76	12/15/2025	\$ 364,621.46	\$ 2,529.42	\$ 1,921.71	\$ 607.70	\$ 362,699.74
77	1/15/2026	\$ 362,699.74	\$ 2,529.42	\$ 1,924.92	\$ 604.50	\$ 360,774.82
78	2/15/2026	\$ 360,774.82	\$ 2,529.42	\$ 1,928.13	\$ 601.29	\$ 358,846.70
79	3/15/2026	\$ 358,846.70	\$ 2,529.42	\$ 1,931.34	\$ 598.08	\$ 356,915.36
80	4/15/2026	\$ 356,915.36	\$ 2,529.42	\$ 1,934.56	\$ 594.86	\$ 354,980.80
81	5/15/2026	\$ 354,980.80	\$ 2,529.42	\$ 1,937.78	\$ 591.63	\$ 353,043.02
82	6/15/2026	\$ 353,043.02	\$ 2,529.42	\$ 1,941.01	\$ 588.41	\$ 351,102.01
83	7/15/2026	\$ 351,102.01	\$ 2,529.42	\$ 1,944.25	\$ 585.17	\$ 349,157.76
84	8/15/2026	\$ 349,157.76	\$ 2,529.42	\$ 1,947.49	\$ 581.93	\$ 347,210.28
85	9/15/2026	\$ 347,210.28	\$ 2,529.42	\$ 1,950.73	\$ 578.68	\$ 345,259.54
86	10/15/2026	\$ 345,259.54	\$ 2,529.42	\$ 1,953.98	\$ 575.43	\$ 343,305.56
87	11/15/2026	\$ 343,305.56	\$ 2,529.42	\$ 1,957.24	\$ 572.18	\$ 341,348.32
88	12/15/2026	\$ 341,348.32	\$ 2,529.42	\$ 1,960.50	\$ 568.91	\$ 339,387.81
89	1/15/2027	\$ 339,387.81	\$ 2,529.42	\$ 1,963.77	\$ 565.65	\$ 337,424.04
90	2/15/2027	\$ 337,424.04	\$ 2,529.42	\$ 1,967.04	\$ 562.37	\$ 335,457.00
91	3/15/2027	\$ 335,457.00	\$ 2,529.42	\$ 1,970.32	\$ 559.10	\$ 333,486.68
92	4/15/2027	\$ 333,486.68	\$ 2,529.42	\$ 1,973.61	\$ 555.81	\$ 331,513.07
93	5/15/2027	\$ 331,513.07	\$ 2,529.42	\$ 1,976.89	\$ 552.52	\$ 329,536.18
94	6/15/2027	\$ 329,536.18	\$ 2,529.42	\$ 1,980.19	\$ 549.23	\$ 327,555.99
95	7/15/2027	\$ 327,555.99	\$ 2,529.42	\$ 1,983.49	\$ 545.93	\$ 325,572.50
96	8/15/2027	\$ 325,572.50	\$ 2,529.42	\$ 1,986.80	\$ 542.62	\$ 323,585.70
97	9/15/2027	\$ 323,585.70	\$ 2,529.42	\$ 1,990.11	\$ 539.31	\$ 321,595.60
98	10/15/2027	\$ 321,595.60	\$ 2,529.42	\$ 1,993.42	\$ 535.99	\$ 319,602.17
99	11/15/2027	\$ 319,602.17	\$ 2,529.42	\$ 1,996.75	\$ 532.67	\$ 317,605.43
100	12/15/2027	\$ 317,605.43	\$ 2,529.42	\$ 2,000.07	\$ 529.34	\$ 315,605.35
101	1/15/2028	\$ 315,605.35	\$ 2,529.42	\$ 2,003.41	\$ 526.01	\$ 313,601.94
102	2/15/2028	\$ 313,601.94	\$ 2,529.42	\$ 2,006.75	\$ 522.67	\$ 311,595.20
103	3/15/2028	\$ 311,595.20	\$ 2,529.42	\$ 2,010.09	\$ 519.33	\$ 309,585.11
104	4/15/2028	\$ 309,585.11	\$ 2,529.42	\$ 2,013.44	\$ 515.98	\$ 307,571.66
105	5/15/2028	\$ 307,571.66	\$ 2,529.42	\$ 2,016.80	\$ 512.62	\$ 305,554.87

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
106	6/15/2028	\$ 305,554.87	\$ 2,529.42	\$ 2,020.16	\$ 509.26	\$ 303,534.71
107	7/15/2028	\$ 303,534.71	\$ 2,529.42	\$ 2,023.53	\$ 505.89	\$ 301,511.18
108	8/15/2028	\$ 301,511.18	\$ 2,529.42	\$ 2,026.90	\$ 502.52	\$ 299,484.29
109	9/15/2028	\$ 299,484.29	\$ 2,529.42	\$ 2,030.28	\$ 499.14	\$ 297,454.01
110	10/15/2028	\$ 297,454.01	\$ 2,529.42	\$ 2,033.66	\$ 495.76	\$ 295,420.35
111	11/15/2028	\$ 295,420.35	\$ 2,529.42	\$ 2,037.05	\$ 492.37	\$ 293,383.30
112	12/15/2028	\$ 293,383.30	\$ 2,529.42	\$ 2,040.44	\$ 488.97	\$ 291,342.86
113	1/15/2029	\$ 291,342.86	\$ 2,529.42	\$ 2,043.85	\$ 485.57	\$ 289,299.01
114	2/15/2029	\$ 289,299.01	\$ 2,529.42	\$ 2,047.25	\$ 482.17	\$ 287,251.76
115	3/15/2029	\$ 287,251.76	\$ 2,529.42	\$ 2,050.66	\$ 478.75	\$ 285,201.09
116	4/15/2029	\$ 285,201.09	\$ 2,529.42	\$ 2,054.08	\$ 475.34	\$ 283,147.01
117	5/15/2029	\$ 283,147.01	\$ 2,529.42	\$ 2,057.50	\$ 471.91	\$ 281,089.51
118	6/15/2029	\$ 281,089.51	\$ 2,529.42	\$ 2,060.93	\$ 468.48	\$ 279,028.57
119	7/15/2029	\$ 279,028.57	\$ 2,529.42	\$ 2,064.37	\$ 465.05	\$ 276,964.20
120	8/15/2029	\$ 276,964.20	\$ 2,529.42	\$ 2,067.81	\$ 461.61	\$ 274,896.39
121	9/15/2029	\$ 274,896.39	\$ 2,529.42	\$ 2,071.26	\$ 458.16	\$ 272,825.14
122	10/15/2029	\$ 272,825.14	\$ 2,529.42	\$ 2,074.71	\$ 454.71	\$ 270,750.43
123	11/15/2029	\$ 270,750.43	\$ 2,529.42	\$ 2,078.17	\$ 451.25	\$ 268,672.26
124	12/15/2029	\$ 268,672.26	\$ 2,529.42	\$ 2,081.63	\$ 447.79	\$ 266,590.64
125	1/15/2030	\$ 266,590.64	\$ 2,529.42	\$ 2,085.10	\$ 444.32	\$ 264,505.54
126	2/15/2030	\$ 264,505.54	\$ 2,529.42	\$ 2,088.57	\$ 440.84	\$ 262,416.96
127	3/15/2030	\$ 262,416.96	\$ 2,529.42	\$ 2,092.06	\$ 437.36	\$ 260,324.91
128	4/15/2030	\$ 260,324.91	\$ 2,529.42	\$ 2,095.54	\$ 433.87	\$ 258,229.37
129	5/15/2030	\$ 258,229.37	\$ 2,529.42	\$ 2,099.03	\$ 430.38	\$ 256,130.33
130	6/15/2030	\$ 256,130.33	\$ 2,529.42	\$ 2,102.53	\$ 426.88	\$ 254,027.80
131	7/15/2030	\$ 254,027.80	\$ 2,529.42	\$ 2,106.04	\$ 423.38	\$ 251,921.76
132	8/15/2030	\$ 251,921.76	\$ 2,529.42	\$ 2,109.55	\$ 419.87	\$ 249,812.21
133	9/15/2030	\$ 249,812.21	\$ 2,529.42	\$ 2,113.06	\$ 416.35	\$ 247,699.15
134	10/15/2030	\$ 247,699.15	\$ 2,529.42	\$ 2,116.58	\$ 412.83	\$ 245,582.57
135	11/15/2030	\$ 245,582.57	\$ 2,529.42	\$ 2,120.11	\$ 409.30	\$ 243,462.45
136	12/15/2030	\$ 243,462.45	\$ 2,529.42	\$ 2,123.65	\$ 405.77	\$ 241,338.81
137	1/15/2031	\$ 241,338.81	\$ 2,529.42	\$ 2,127.19	\$ 402.23	\$ 239,211.62
138	2/15/2031	\$ 239,211.62	\$ 2,529.42	\$ 2,130.73	\$ 398.69	\$ 237,080.89
139	3/15/2031	\$ 237,080.89	\$ 2,529.42	\$ 2,134.28	\$ 395.13	\$ 234,946.61
140	4/15/2031	\$ 234,946.61	\$ 2,529.42	\$ 2,137.84	\$ 391.58	\$ 232,808.77
141	5/15/2031	\$ 232,808.77	\$ 2,529.42	\$ 2,141.40	\$ 388.01	\$ 230,667.37
142	6/15/2031	\$ 230,667.37	\$ 2,529.42	\$ 2,144.97	\$ 384.45	\$ 228,522.40
143	7/15/2031	\$ 228,522.40	\$ 2,529.42	\$ 2,148.55	\$ 380.87	\$ 226,373.85
144	8/15/2031	\$ 226,373.85	\$ 2,529.42	\$ 2,152.13	\$ 377.29	\$ 224,221.73

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
145	9/15/2031	\$ 224,221.73	\$ 2,529.42	\$ 2,155.71	\$ 373.70	\$ 222,066.01
146	10/15/2031	\$ 222,066.01	\$ 2,529.42	\$ 2,159.31	\$ 370.11	\$ 219,906.70
147	11/15/2031	\$ 219,906.70	\$ 2,529.42	\$ 2,162.91	\$ 366.51	\$ 217,743.80
148	12/15/2031	\$ 217,743.80	\$ 2,529.42	\$ 2,166.51	\$ 362.91	\$ 215,577.29
149	1/15/2032	\$ 215,577.29	\$ 2,529.42	\$ 2,170.12	\$ 359.30	\$ 213,407.17
150	2/15/2032	\$ 213,407.17	\$ 2,529.42	\$ 2,173.74	\$ 355.68	\$ 211,233.43
151	3/15/2032	\$ 211,233.43	\$ 2,529.42	\$ 2,177.36	\$ 352.06	\$ 209,056.07
152	4/15/2032	\$ 209,056.07	\$ 2,529.42	\$ 2,180.99	\$ 348.43	\$ 206,875.08
153	5/15/2032	\$ 206,875.08	\$ 2,529.42	\$ 2,184.62	\$ 344.79	\$ 204,690.45
154	6/15/2032	\$ 204,690.45	\$ 2,529.42	\$ 2,188.27	\$ 341.15	\$ 202,502.19
155	7/15/2032	\$ 202,502.19	\$ 2,529.42	\$ 2,191.91	\$ 337.50	\$ 200,310.27
156	8/15/2032	\$ 200,310.27	\$ 2,529.42	\$ 2,195.57	\$ 333.85	\$ 198,114.71
157	9/15/2032	\$ 198,114.71	\$ 2,529.42	\$ 2,199.23	\$ 330.19	\$ 195,915.48
158	10/15/2032	\$ 195,915.48	\$ 2,529.42	\$ 2,202.89	\$ 326.53	\$ 193,712.59
159	11/15/2032	\$ 193,712.59	\$ 2,529.42	\$ 2,206.56	\$ 322.85	\$ 191,506.03
160	12/15/2032	\$ 191,506.03	\$ 2,529.42	\$ 2,210.24	\$ 319.18	\$ 189,295.79
161	1/15/2033	\$ 189,295.79	\$ 2,529.42	\$ 2,213.92	\$ 315.49	\$ 187,081.87
162	2/15/2033	\$ 187,081.87	\$ 2,529.42	\$ 2,217.61	\$ 311.80	\$ 184,864.25
163	3/15/2033	\$ 184,864.25	\$ 2,529.42	\$ 2,221.31	\$ 308.11	\$ 182,642.94
164	4/15/2033	\$ 182,642.94	\$ 2,529.42	\$ 2,225.01	\$ 304.40	\$ 180,417.93
165	5/15/2033	\$ 180,417.93	\$ 2,529.42	\$ 2,228.72	\$ 300.70	\$ 178,189.21
166	6/15/2033	\$ 178,189.21	\$ 2,529.42	\$ 2,232.43	\$ 296.98	\$ 175,956.78
167	7/15/2033	\$ 175,956.78	\$ 2,529.42	\$ 2,236.16	\$ 293.26	\$ 173,720.62
168	8/15/2033	\$ 173,720.62	\$ 2,529.42	\$ 2,239.88	\$ 289.53	\$ 171,480.74
169	9/15/2033	\$ 171,480.74	\$ 2,529.42	\$ 2,243.62	\$ 285.80	\$ 169,237.12
170	10/15/2033	\$ 169,237.12	\$ 2,529.42	\$ 2,247.35	\$ 282.06	\$ 166,989.77
171	11/15/2033	\$ 166,989.77	\$ 2,529.42	\$ 2,251.10	\$ 278.32	\$ 164,738.67
172	12/15/2033	\$ 164,738.67	\$ 2,529.42	\$ 2,254.85	\$ 274.56	\$ 162,483.82
173	1/15/2034	\$ 162,483.82	\$ 2,529.42	\$ 2,258.61	\$ 270.81	\$ 160,225.21
174	2/15/2034	\$ 160,225.21	\$ 2,529.42	\$ 2,262.37	\$ 267.04	\$ 157,962.83
175	3/15/2034	\$ 157,962.83	\$ 2,529.42	\$ 2,266.15	\$ 263.27	\$ 155,696.69
176	4/15/2034	\$ 155,696.69	\$ 2,529.42	\$ 2,269.92	\$ 259.49	\$ 153,426.76
177	5/15/2034	\$ 153,426.76	\$ 2,529.42	\$ 2,273.71	\$ 255.71	\$ 151,153.06
178	6/15/2034	\$ 151,153.06	\$ 2,529.42	\$ 2,277.49	\$ 251.92	\$ 148,875.56
179	7/15/2034	\$ 148,875.56	\$ 2,529.42	\$ 2,281.29	\$ 248.13	\$ 146,594.27
180	8/15/2034	\$ 146,594.27	\$ 2,529.42	\$ 2,285.09	\$ 244.32	\$ 144,309.18
181	9/15/2034	\$ 144,309.18	\$ 2,529.42	\$ 2,288.90	\$ 240.52	\$ 142,020.28
182	10/15/2034	\$ 142,020.28	\$ 2,529.42	\$ 2,292.72	\$ 236.70	\$ 139,727.56
183	11/15/2034	\$ 139,727.56	\$ 2,529.42	\$ 2,296.54	\$ 232.88	\$ 137,431.02

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
184	12/15/2034	\$ 137,431.02	\$ 2,529.42	\$ 2,300.36	\$ 229.05	\$ 135,130.66
185	1/15/2035	\$ 135,130.66	\$ 2,529.42	\$ 2,304.20	\$ 225.22	\$ 132,826.46
186	2/15/2035	\$ 132,826.46	\$ 2,529.42	\$ 2,308.04	\$ 221.38	\$ 130,518.42
187	3/15/2035	\$ 130,518.42	\$ 2,529.42	\$ 2,311.89	\$ 217.53	\$ 128,206.54
188	4/15/2035	\$ 128,206.54	\$ 2,529.42	\$ 2,315.74	\$ 213.68	\$ 125,890.80
189	5/15/2035	\$ 125,890.80	\$ 2,529.42	\$ 2,319.60	\$ 209.82	\$ 123,571.20
190	6/15/2035	\$ 123,571.20	\$ 2,529.42	\$ 2,323.46	\$ 205.95	\$ 121,247.73
191	7/15/2035	\$ 121,247.73	\$ 2,529.42	\$ 2,327.34	\$ 202.08	\$ 118,920.40
192	8/15/2035	\$ 118,920.40	\$ 2,529.42	\$ 2,331.22	\$ 198.20	\$ 116,589.18
193	9/15/2035	\$ 116,589.18	\$ 2,529.42	\$ 2,335.10	\$ 194.32	\$ 114,254.08
194	10/15/2035	\$ 114,254.08	\$ 2,529.42	\$ 2,338.99	\$ 190.42	\$ 111,915.09
195	11/15/2035	\$ 111,915.09	\$ 2,529.42	\$ 2,342.89	\$ 186.53	\$ 109,572.19
196	12/15/2035	\$ 109,572.19	\$ 2,529.42	\$ 2,346.80	\$ 182.62	\$ 107,225.40
197	1/15/2036	\$ 107,225.40	\$ 2,529.42	\$ 2,350.71	\$ 178.71	\$ 104,874.69
198	2/15/2036	\$ 104,874.69	\$ 2,529.42	\$ 2,354.63	\$ 174.79	\$ 102,520.06
199	3/15/2036	\$ 102,520.06	\$ 2,529.42	\$ 2,358.55	\$ 170.87	\$ 100,161.51
200	4/15/2036	\$ 100,161.51	\$ 2,529.42	\$ 2,362.48	\$ 166.94	\$ 97,799.03
201	5/15/2036	\$ 97,799.03	\$ 2,529.42	\$ 2,366.42	\$ 163.00	\$ 95,432.62
202	6/15/2036	\$ 95,432.62	\$ 2,529.42	\$ 2,370.36	\$ 159.05	\$ 93,062.25
203	7/15/2036	\$ 93,062.25	\$ 2,529.42	\$ 2,374.31	\$ 155.10	\$ 90,687.94
204	8/15/2036	\$ 90,687.94	\$ 2,529.42	\$ 2,378.27	\$ 151.15	\$ 88,309.67
205	9/15/2036	\$ 88,309.67	\$ 2,529.42	\$ 2,382.23	\$ 147.18	\$ 85,927.44
206	10/15/2036	\$ 85,927.44	\$ 2,529.42	\$ 2,386.20	\$ 143.21	\$ 83,541.23
207	11/15/2036	\$ 83,541.23	\$ 2,529.42	\$ 2,390.18	\$ 139.24	\$ 81,151.05
208	12/15/2036	\$ 81,151.05	\$ 2,529.42	\$ 2,394.16	\$ 135.25	\$ 78,756.89
209	1/15/2037	\$ 78,756.89	\$ 2,529.42	\$ 2,398.16	\$ 131.26	\$ 76,358.73
210	2/15/2037	\$ 76,358.73	\$ 2,529.42	\$ 2,402.15	\$ 127.26	\$ 73,956.58
211	3/15/2037	\$ 73,956.58	\$ 2,529.42	\$ 2,406.16	\$ 123.26	\$ 71,550.42
212	4/15/2037	\$ 71,550.42	\$ 2,529.42	\$ 2,410.17	\$ 119.25	\$ 69,140.26
213	5/15/2037	\$ 69,140.26	\$ 2,529.42	\$ 2,414.18	\$ 115.23	\$ 66,726.07
214	6/15/2037	\$ 66,726.07	\$ 2,529.42	\$ 2,418.21	\$ 111.21	\$ 64,307.87
215	7/15/2037	\$ 64,307.87	\$ 2,529.42	\$ 2,422.24	\$ 107.18	\$ 61,885.63
216	8/15/2037	\$ 61,885.63	\$ 2,529.42	\$ 2,426.27	\$ 103.14	\$ 59,459.36
217	9/15/2037	\$ 59,459.36	\$ 2,529.42	\$ 2,430.32	\$ 99.10	\$ 57,029.04
218	10/15/2037	\$ 57,029.04	\$ 2,529.42	\$ 2,434.37	\$ 95.05	\$ 54,594.67
219	11/15/2037	\$ 54,594.67	\$ 2,529.42	\$ 2,438.43	\$ 90.99	\$ 52,156.24
220	12/15/2037	\$ 52,156.24	\$ 2,529.42	\$ 2,442.49	\$ 86.93	\$ 49,713.76
221	1/15/2038	\$ 49,713.76	\$ 2,529.42	\$ 2,446.56	\$ 82.86	\$ 47,267.19
222	2/15/2038	\$ 47,267.19	\$ 2,529.42	\$ 2,450.64	\$ 78.78	\$ 44,816.56

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
223	3/15/2038	\$ 44,816.56	\$ 2,529.42	\$ 2,454.72	\$ 74.69	\$ 42,361.83
224	4/15/2038	\$ 42,361.83	\$ 2,529.42	\$ 2,458.81	\$ 70.60	\$ 39,903.02
225	5/15/2038	\$ 39,903.02	\$ 2,529.42	\$ 2,462.91	\$ 66.51	\$ 37,440.11
226	6/15/2038	\$ 37,440.11	\$ 2,529.42	\$ 2,467.02	\$ 62.40	\$ 34,973.09
227	7/15/2038	\$ 34,973.09	\$ 2,529.42	\$ 2,471.13	\$ 58.29	\$ 32,501.96
228	8/15/2038	\$ 32,501.96	\$ 2,529.42	\$ 2,475.25	\$ 54.17	\$ 30,026.72
229	9/15/2038	\$ 30,026.72	\$ 2,529.42	\$ 2,479.37	\$ 50.04	\$ 27,547.35
230	10/15/2038	\$ 27,547.35	\$ 2,529.42	\$ 2,483.50	\$ 45.91	\$ 25,063.84
231	11/15/2038	\$ 25,063.84	\$ 2,529.42	\$ 2,487.64	\$ 41.77	\$ 22,576.20
232	12/15/2038	\$ 22,576.20	\$ 2,529.42	\$ 2,491.79	\$ 37.63	\$ 20,084.41
233	1/15/2039	\$ 20,084.41	\$ 2,529.42	\$ 2,495.94	\$ 33.47	\$ 17,588.47
234	2/15/2039	\$ 17,588.47	\$ 2,529.42	\$ 2,500.10	\$ 29.31	\$ 15,088.36
235	3/15/2039	\$ 15,088.36	\$ 2,529.42	\$ 2,504.27	\$ 25.15	\$ 12,584.09
236	4/15/2039	\$ 12,584.09	\$ 2,529.42	\$ 2,508.44	\$ 20.97	\$ 10,075.65
237	5/15/2039	\$ 10,075.65	\$ 2,529.42	\$ 2,512.62	\$ 16.79	\$ 7,563.03
238	6/15/2039	\$ 7,563.03	\$ 2,529.42	\$ 2,516.81	\$ 12.61	\$ 5,046.21
239	7/15/2039	\$ 5,046.21	\$ 2,529.42	\$ 2,521.01	\$ 8.41	\$ 2,525.21
240	8/15/2039	\$ 2,525.21	\$ 2,529.42	\$ 2,525.21	\$ 4.21	\$ (0.00)

WORK SESSION

**Abra Geissler
Colorado Depart. of Transportation**

Hwy 60 and I-25