

***TOWN COUNCIL***

***MEETING***

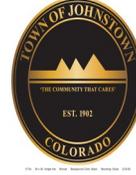
***PACKET***

**March 18, 2019**



## Town Council

**Agenda**  
**Monday, March 18, 2019**  
**Town Hall, Council Chambers**  
**450 So. Parish Avenue**  
**7:00 PM**



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

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

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

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

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- 6) **CONSENT AGENDA**
  - A) Town Council Meeting Minutes – March 4, 2019
  - B) February Financial Statements
  - C) Payment of Bills
  - D) Second Reading Ordinance Number 2019-158, An Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning The Operation of Golf Cars
  - E) Water and Sewer Service Agreement – Twin Silos Outlot D, Filing 4
  - F) Water and Sewer Service Agreement – Thompson River Pediatrics at 2534
  - G) Amendment #2 between CDOT and the Town of Johnstown, Resolution 2019-10, A Resolution Authorizing the Town of Johnstown to Enter Into Amendment #2
- 7) **TOWN MANAGER REPORT**
- 8) **TOWN ATTORNEY REPORT**
- 9) **OLD BUSINESS**
- 10) **NEW BUSINESS**
  - A) **Continued Public Hearing** – Continued Public Hearing Johnstown Plaza Design Book Guidelines Proposed Land Use Plan Lot 1 from B1. to B.2
  - B) **Public Hearing** – Vista Commons Preliminary Development Plan and Preliminary Subdivision Plat
  - C) Resolution Number 2019-09, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado
  - D) Approval of the Town of Johnstown Capital Improvement Plan
  - E) Water and Sewer Tap Fees
  - F) Employment Agreement - Town Manager

### 11) EXECUTIVE SESSION

### 12) COUNCIL REPORTS AND COMMENTS

13) MAYOR'S COMMENTS

14) ADJOURN

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**NOTICE OF ACCOMODATION**

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

## **AGENDA ITEM 6A-G**

### **CONSENT**

### **AGENDA**

- **Council Minutes – March 4, 2019**
  - **February Financials**
  - **Payment of Bills**
- **Ordinance Number 2019-158**  
**(2<sup>nd</sup> Reading)**
- **Water and Sewer Service Agreement**  
**(Twin Silos Outlot D, Filing 4)**
- **Water and Sewer Service Agreement**  
**(Thompson River Pediatrics at 2534)**
- **Amendment #2 Between CDOT and the**  
**Town of Johnstown**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** March 18, 2019

**ITEM NUMBER:** 6A-G

**SUBJECT:** Consent Agenda

**ACTION PROPOSED:** Approve Consent Agenda

**PRESENTED BY:** Town Clerk

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

- A) Town Council Meeting Minutes – March 4, 2019
- B) February Financial Statements
- C) Payment of Bills
- D) Second Reading Ordinance Number 2019-158, An Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning the Operation of Golf Cars
- E)\* Water and Sewer Service Agreement – Twin Silos Outlot D, Filing 4
- F)\*\*Water and Sewer Service Agreement – Thompson River Pediatrics at 2534
- G) \*\*\*Amendment #2 Between CDOT and the Town of Johnstown

\* In compliance with the Town's water rights dedication ordinance, Twin Silos, LLC submitted to the Town a Water and Sewer Service Demand Analysis on or about October 12, 2018, and it has been accepted by the Town upon a review by the Town's Water Resources engineer. Based upon the analysis with the proposed construction of 5 single family residential units the average water demand is calculated at 3.60± acre-feet per year.

The total water requirement for this project is 3.60± acre-feet per year. Due to previous dedications of stock in the Consolidated Home Supply Ditch and Reservoir Co., the Developer has 5.64 acre-feet of available credit to apply to this project. The Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Pete Ampe.

\*\*In compliance with the Town's water rights dedication ordinance, Thompson River Pediatrics at 2534, submitted to the Town a Water and Sewer Service Demand Analysis on or about March 1, 2019, and it has been accepted by the Town upon review by the Town's Water Resources engineer. Based upon the analysis with the proposed construction of approximately a 10,000 square foot health care facility the average in-building water demand is calculated to be 0.30± acre feet per year. The landscaping (raw water) irrigation demand is calculated to be 0.42± acre feet per year

The total water requirement for this project is 0.72± acre feet per year. Water credits for the in-building demand and the irrigation will come from Gerrard Family Limited Partnership LLLP and Thompson Ranch Development Company who previously dedicated water rights into a "water bank" under a prior agreement with the Town. The Water and Sewer Service Agreement was drafted by the Town's Water Attorney, Pete Ampe.

\*\*\*Enclosed for your review and consideration is an Amendment #2 between CDOT and the Town of Johnstown. As you will recall, the Council approved a Memorandum of Understanding between the Town of Johnstown and J-25 Land Holdings, LLC. The MOU was an agreement for work that is to be performed by the Colorado Department of Transportation (CDOT) as part of the I-25 improvements in the area of the I-25 and Highway 402 Interchange. J-25 is the entity that is requested these improvements be made by CDOT and the Town acts as a conduit between CDOT and J-25 for funding. This amendment memorializes the existing agreement and adds the J-25 construction improvements in Exhibit A-1 with a cost of \$454,648.96. Funds from J-25 have been received in full. Upon completion, 3 signed copies must be provided back to CDOT along with a resolution of support to execute the amendment

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

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**FINANCIAL ADVICE:** N/A

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**RECOMMENDED ACTION:** Approve Consent Agenda

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**SUGGESTED MOTION:**

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

**For Denial:**

**COUNCIL  
MINUTES**

The Town Council of the Town of Johnstown met on Monday, March 4, 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, Lemasters, Mellon, Molinar Jr. Tallent and Young

Also present: Matt LeCerf, Interim Town Manager, Avi Rocklin, Town Attorney, Chief Brian Phillips, Marco Carani, Public Works Director, Kim Meyer, Planning Director, Mitzi McCoy, Finance Director and Diana Seele, Town Clerk

### Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Berg to amend the Agenda to add Item E. Discussion of land dedication and Item F. Executive Session. Motion carried with a unanimous vote.

Presentation Mr. William O'Keefe- Milliken Middle School Stem Teacher – Disc Golf Course. Milliken Middle School students Athena Herrera, Paige Vetter and Kyleigh Wells presented Council with a request to build a Disc Golf Course. Council thanked them for their great presentation and said they would take it under consideration.

### Consent Agenda

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the Consent Agenda with the following items:

- February 20, 2019 Town Council Meeting Minutes
- Second Reading Ordinance Number 2019-155, An Ordinance Amending Chapter 13 of the Johnstown Municipal Code to Include Article VIII Concerning Adoption of a Cross-Connection Control Program
- Second Reading Ordinance Number 2019-156 – An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article X, Contractor Licenses
- Resolution 2019-07, A Resolution Identifying Issues with the Zero Emission Vehicle Mandate Proposal
- Consider 2019 Three Mile Plan

Motion carried with a unanimous vote.

### New Business

A. Public Hearing – Amendment to Johnstown Plaza Design Book Guidelines Proposed Land Use Plan – Lot 1 from B.1. To B.2 – The applicant, Johnstown Plaza, LLC file an application for an amendment to the Land Use Plan contained in the Design Handbook, to designate Lot 1, 2534 Subdivision, Filing No. 16, from a B.1. designation (Office, Flex and Retail) to a B.2. designation (Office, Flex Retail and Multi-Family Residential).

Mayor Lebsack opened the Public Hearing at 7:28 p.m. The applicant's representative Mr. Jim Shipton, of Point Consulting, LLC was present to answer Council's questions. The request would add multi-family dwellings to the permitted use. The following individuals opposed the request: Todd Williams, representing Thompson Ranch Development, Gary Gerrard, property owner in the 2534 annexation, and Nathan Gerrard, District Manager of the Thompson Crossing Metro District #2. Having no further public comments the public hearing was closed at 7:50 p.m.

Councilmember Berg made a motion seconded by Councilmember Mellon to continue the Public Hearing regarding an Amendment to the Johnstown Plaza Design Book (Guidelines) to Change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-family. Motion carried with a unanimous vote.

B. Public Hearing – New Hotel & Restaurant License – Lazy Dog, LLC – The applicant Lazy Dog Johnstown, LLC is requesting a Hotel & Restaurant License for Lazy Dog Tavern, located at 4801 Thompson Parkway.

Mayor Lebsack opened the Public Hearing at 7:53 p.m., the applicant was present and gave a brief overview on their process for their employees and the serving of alcohol to customers and the survey they circulated to determine the needs and desires of the neighborhood. Having no other public comments Mayor Lebsack closed the hearing at 8:05 p.m. Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the issuance of a Hotel and Restaurant License for Lazy Dog Tavern. Motion carried with a unanimous vote.

C. Continued Public Hearing – First Reading – Ordinance Number 2019-158, An Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning the Operation of Golf Cars – Ordinance Number 2019-158 permits the operation of golf cars on the roadways and streets within the Town according to certain terms and conditions.

Mayor Lebsack opened the Public Hearing at 8:07 p.m. and having no public comment closed the hearing at 8:11 p.m. Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. Motion carried with a unanimous vote.

D. Consider Approval of Amendment No. 3 to Agreement Between the Town of Johnstown and Adolfson & Peterson Construction – Johnstown Community Recreation Center Construction Project - Amendment No. 3 is the Final Guaranteed Maximum Price for the facility construction.

Councilmember Mellon made a motion seconded by Councilmember Lemasters to approve Amendment No. 3 (including Exhibit A) to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction in an amount not to exceed \$29,015,161.00 and authorize the owner's representative (Mr. LaCouture), with approval from the Town Manager, to approve change orders in an amount not to exceed the construction budget amount of \$29.2 million without Council approval. Motion carried with a unanimous vote.

E. Discussion of Land Dedication – Weld Re5-J Superintendent Arnold, requested the town consider transferring the 10 acre site in Clearview, currently owned by the town to the school district for a future elementary school. Councilmember Mellon made a motion seconded by Councilmember Young to have staff execute paperwork necessary to transfer the property in Clearview to Weld RE5-J School District. Motion carried with a unanimous vote.

Council adjourned the meeting at 8:29 to proceed with the work session to discuss the town's water court process. The town's water engineer's and water attorney were present to answer questions and explain the process.

The regular meeting was reopened at 9:00 p.m.

Executive Session Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to recess into executive session to discuss matters subject to negotiation regarding the Town Manager's employment agreement and to instruct the Town attorney related to the negotiation, pursuant to C.R.S. Section 24-6-402(4)(e). Motion carried with a unanimous vote.

The meeting resumed at 9:25 p.m.

There being no further business to come before Council the meeting adjourned at 9:30 p.m.

Mayor

Town Clerk

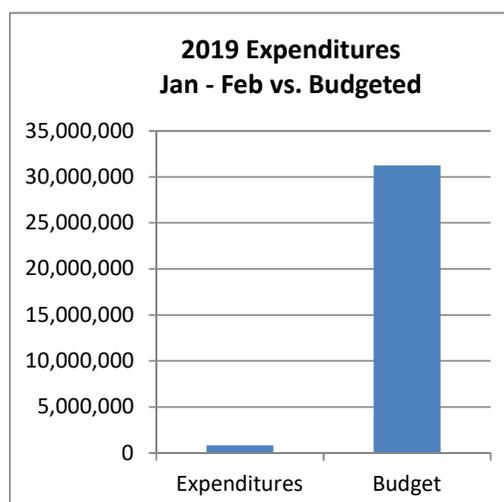
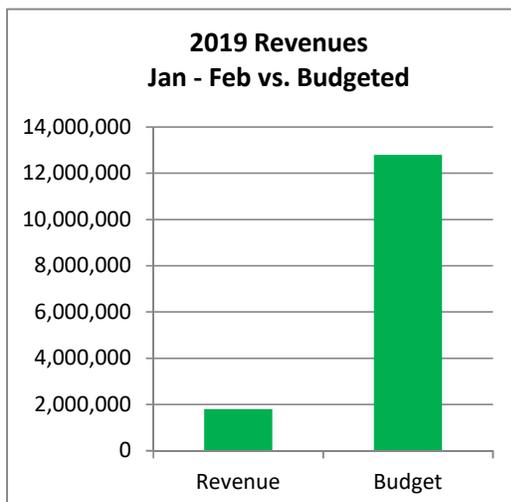
**FEBRUARY  
FINANCIAL  
STATEMENTS**

Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending February 28, 2019  
Unaudited

<b>General Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	46,372,234	46,372,234	
<b>Revenues:</b>			
Taxes & Fees	1,377,523	10,722,500	12.8%
Licenses & Permits	69,562	499,500	13.9%
Fines & Forfeitures	30,269	143,600	21.1%
Earnings on Investment	66,848	75,000	89.1%
Miscellaneous Revenue	14,604	53,000	27.6%
<b>Total Operating Revenues</b>	<b>1,799,244</b>	<b>12,806,000</b>	<b>14.1%</b>
<b>Expenditures:</b>			
Legislative	2,378	78,900	3.0%
Judicial	5,351	51,100	10.5%
Elections	-	19,300	0.0%
Administration	51,681	464,800	11.1%
Planning & Zoning	24,949	222,900	11.2%
Police	365,525	2,619,900	14.0%
Inspections	20,833	189,000	11.0%
Streets	224,512	1,549,900	14.5%
Cemetery	1,103	42,900	2.6%
Animal Control	1,330	93,400	1.4%
Senior Coordinator	13,237	76,400	17.3%
Parks	1,385	64,400	2.2%
Library	78,750	472,500	16.7%
Contingent	32,610	468,700	7.0%
Transfers Out	(6,272)	24,846,000	0.0%
<b>Total Expenditures</b>	<b>817,373</b>	<b>31,260,100</b>	<b>2.6%</b>
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>981,871</b>	<b>(18,454,100)</b>	
<b>Ending Fund Balance*</b>	<b>47,354,105</b>	<b>27,918,134</b>	

\* - Unaudited

16% of the fiscal year has elapsed

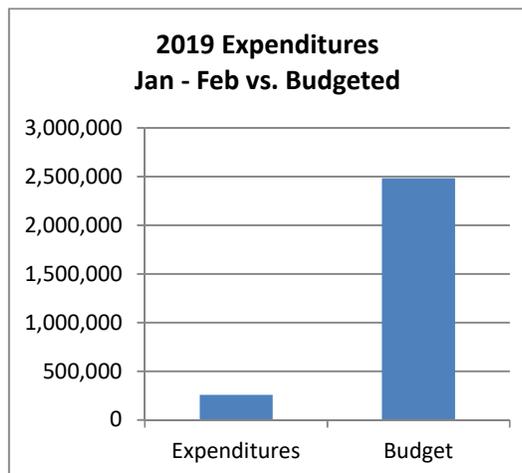
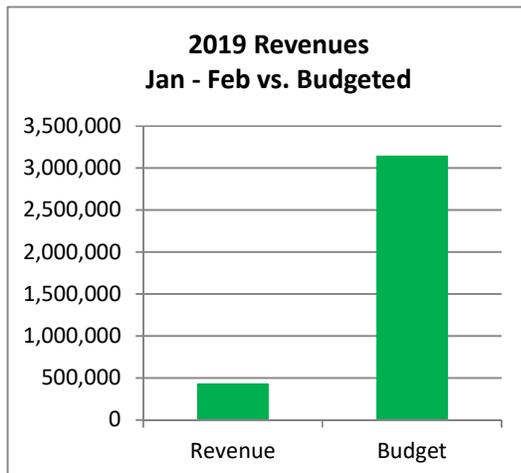


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending February 28, 2019  
Unaudited

<b>Water Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Cash Balance*	23,276,463	23,276,463	
<b>Revenues:</b>			
Charges for Services	<u>256,752</u>	<u>2,745,000</u>	9.4%
Total Operating Revenues	<u>256,752</u>	<u>2,745,000</u>	9.4%
<b>Expenses:</b>			
Administration	28,290	341,100	8.3%
Operations	229,106	2,142,800	10.7%
Capital Outlay	-	-	
Depreciation	-	-	
Transfers Out	<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>257,396</u>	<u>2,483,900</u>	10.4%
Operating Income (Loss)	<u>(644)</u>	<u>261,100</u>	
<b>Non-Operating Revenues (Expenses)</b>			
Tap Fees	22,899	-	
Capital Investment Fees	53,109	-	
Misc. Revenues	49,249	305,000	16.1%
Interest Expense	<u>51,279</u>	<u>100,000</u>	51.3%
Total Non-Operating Revenues (Expenses)	<u>176,536</u>	<u>405,000</u>	43.6%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b><u>175,892</u></b>	<b><u>666,100</u></b>	
<b>Ending Cash Balance*</b>	<b><u>23,452,355</u></b>	<b><u>23,942,563</u></b>	

\* - Unaudited

16% of the fiscal year has elapsed

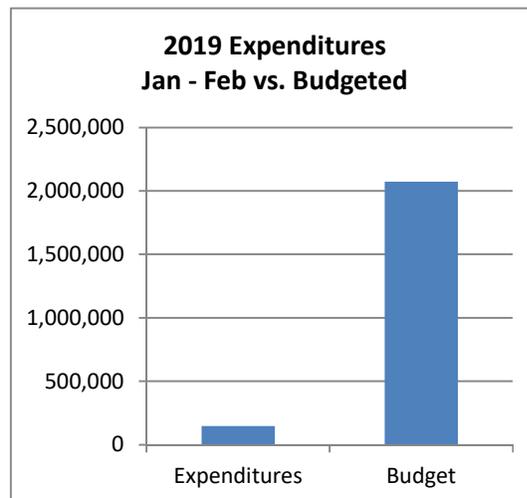
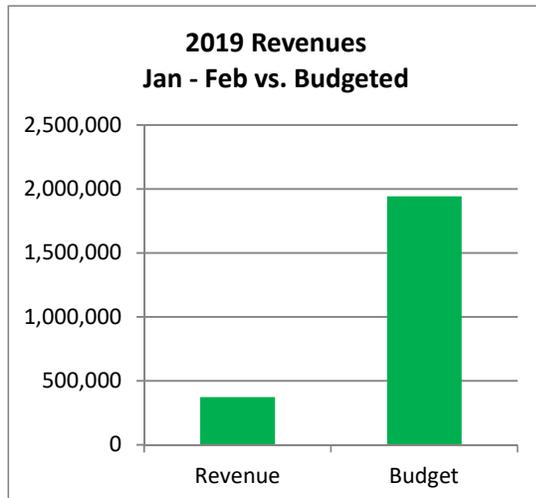


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending February 28, 2019  
Unaudited

<b>Sewer Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Cash Balance*	10,901,997	10,901,997	
<b>Revenues:</b>			
Charges for Services	332,501	1,880,000	17.7%
Miscellaneous Revenue	4,350	-	
	<hr/>	<hr/>	
Total Operating Revenues	336,851	1,880,000	17.9%
<b>Expenses:</b>			
Administration	28,307	291,000	9.7%
Operations	119,354	1,783,000	6.7%
Capital Outlay	-	-	
Depreciation	-	-	
	<hr/>	<hr/>	
Total Operating Expenses	147,661	2,074,000	7.1%
Operating Income (Loss)	<hr/>	<hr/>	
	189,190	(194,000)	
<b>Non-Operating Revenues (Expenses)</b>			
Capital Improvement Fees	17,300	-	
Misc. Revenues	-	12,500	0.0%
Interest Expense	17,561	50,000	35.1%
	<hr/>	<hr/>	
Total Non-Operating Revenues (Expenses)	34,861	62,500	55.8%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<hr/>	<hr/>	
	224,051	(131,500)	
<b>Ending Cash Balance*</b>	<hr/>	<hr/>	
	11,126,048	10,770,497	

\* - Unaudited

16% of the fiscal year has elapsed

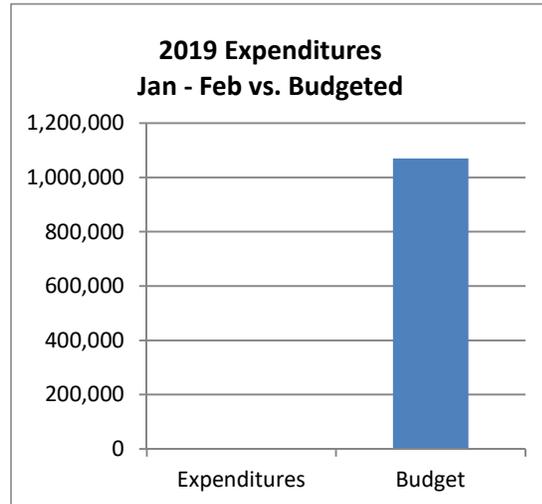
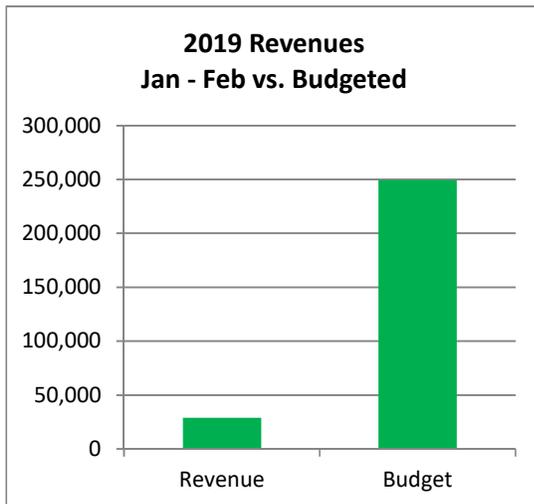


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending February 28, 2019  
Unaudited

Conservation Trust Fund	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	2,651,796	2,651,796	
<b>Revenues:</b>			
Taxes & Fees	25,188	157,500	16.0%
Intergovernmental	-	72,000	0.0%
Earnings on Investment	3,641	15,000	24.3%
Miscellaneous	198	5,000	4.0%
Total Operating Revenues	<u>29,028</u>	<u>249,500</u>	11.6%
<b>Expenditures:</b>			
Operations	1,272	70,000	1.8%
Capital Outlay	-	1,000,000	0.0%
Total Expenditures	<u>1,272</u>	<u>1,070,000</u>	0.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u>27,756</u>	<u>(820,500)</u>	
<b>Ending Fund Balance*</b>	<u><u>2,679,552</u></u>	<u><u>1,831,296</u></u>	

\* - Unaudited

16% of the fiscal year has elapsed

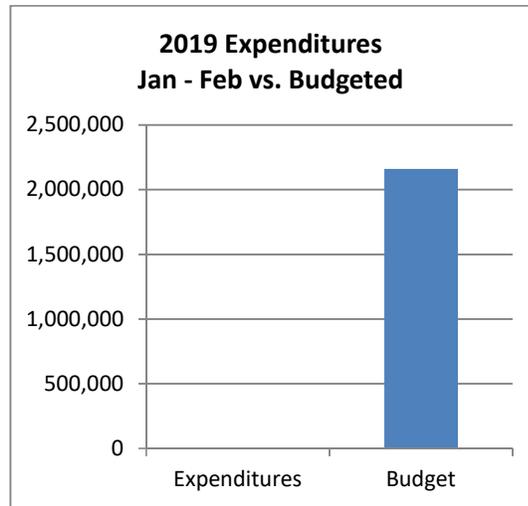
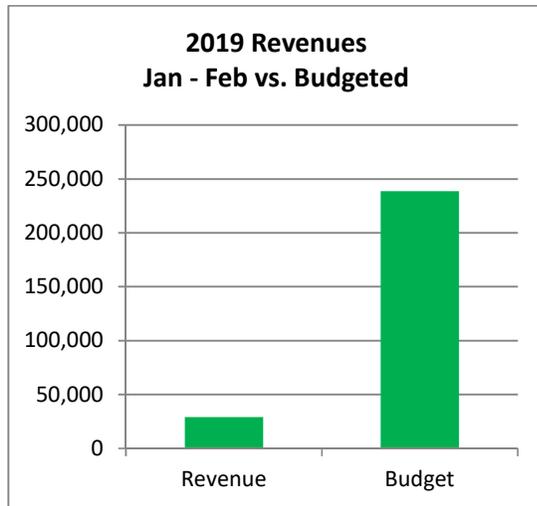


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Contingent Fund  
Period Ending February 28, 2019  
Unaudited

Contingent Fund	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	1,964,383	1,964,383	
<b>Revenues:</b>			
Earnings on Investment	4,243	13,500	31.4%
Transfers In	-	225,000	
Total Operating Revenues	<u>4,243</u>	<u>238,500</u>	1.8%
<b>Expenditures:</b>			
Transfers Out	-	2,161,900	0.0%
Total Expenditures	<u>-</u>	<u>2,161,900</u>	0.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b><u>4,243</u></b>	<b><u>(1,923,400)</u></b>	
<b>Ending Fund Balance*</b>	<b><u><u>1,968,626</u></u></b>	<b><u><u>40,983</u></u></b>	

\* - Unaudited

16% of the fiscal year has elapsed

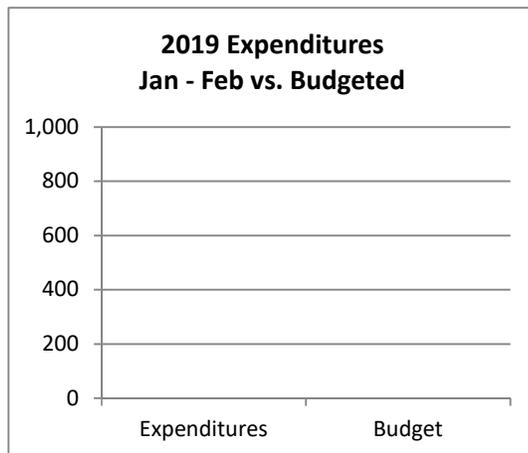
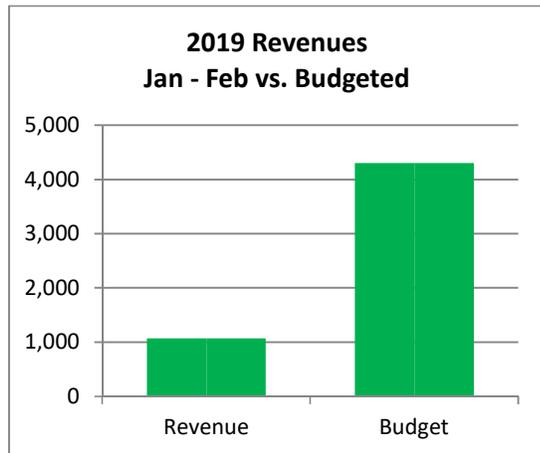


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Fund  
Period Ending February 28, 2019  
Unaudited

<b>Cemetery Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	120,895	120,895	
<b>Revenues:</b>			
Miscellaneous Revenue	594	3,000	19.8%
Earnings on Investment	477	1,300	36.7%
Total Operating Revenues	1,071	4,300	24.9%
<b>Expenditures:</b>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>1,071</b>	<b>4,300</b>	
<b>Ending Fund Balance*</b>	<b>121,966</b>	<b>125,195</b>	

\* - Unaudited

16% of the fiscal year has elapsed

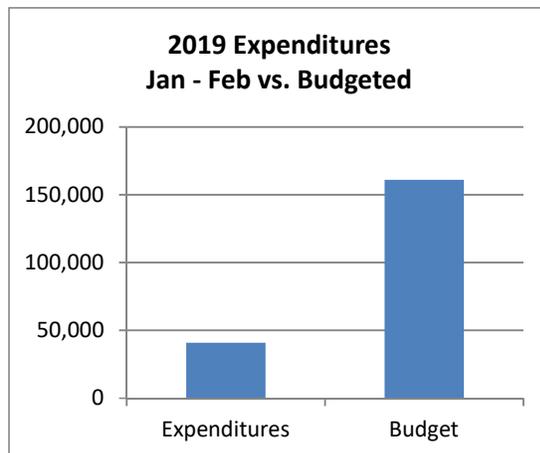
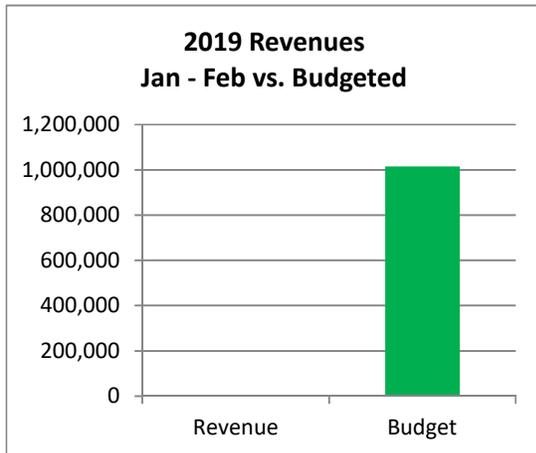


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Equipment Replacement Fund  
Period Ending February 28, 2019  
Unaudited

Equipment Replacement Fund	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	3,770,626	3,770,626	
<b>Revenues:</b>			
Earnings on Investment	5,728	15,000	38.2%
Transfers In	-	-	
Total Operating Revenues	<u>5,728</u>	<u>15,000</u>	38.2%
<b>Expenditures:</b>			
Capital	<u>40,942</u>	<u>161,000</u>	25.4%
Total Expenditures	<u>40,942</u>	<u>161,000</u>	25.4%
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u><b>(35,213)</b></u>	<u><b>(146,000)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>3,735,413</b></u>	<u><b>3,624,626</b></u>	

\* - Unaudited

16% of the fiscal year has elapsed

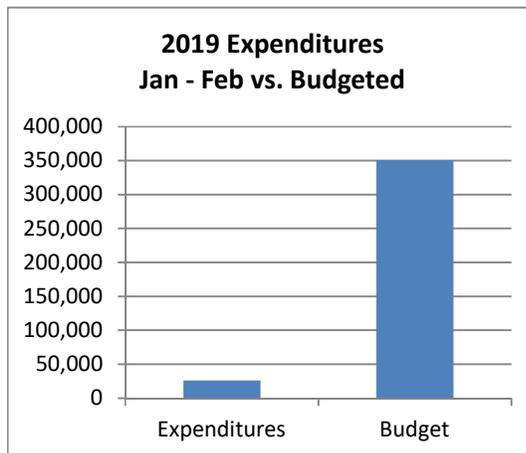
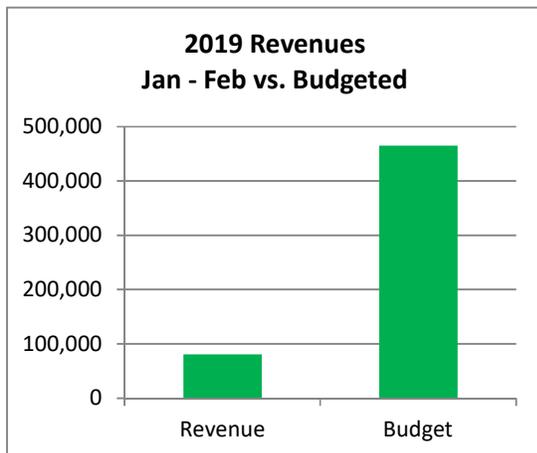


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending February 28, 2019  
Unaudited

<b>Drainage Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Cash Balance*	2,975,713	2,975,713	
<b>Revenues:</b>			
Charges for Services	<u>72,754</u>	<u>430,000</u>	16.9%
Total Operating Revenues	<u>72,754</u>	<u>430,000</u>	16.9%
<b>Expenses:</b>			
Administration	12,564	100,600	12.5%
Operations	13,291	249,900	5.3%
Capital Improvements	-	-	
Transfer Out	<u>-</u>	<u>-</u>	
Total Operating Expenses	<u>25,856</u>	<u>350,500</u>	7.4%
Operating Income (Loss)	<u>46,899</u>	<u>79,500</u>	
<b>Non-Operating Revenues (Expenses)</b>			
Capital Revenues	-	-	
Misc. Revenues	-	-	
Interest Expense	<u>7,705</u>	<u>35,000</u>	22.0%
Total Non-Operating Revenues (Expenses)	<u>7,705</u>	<u>35,000</u>	22.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<u><b>54,603</b></u>	<u><b>114,500</b></u>	
<b>Ending Cash Balance*</b>	<u><b>3,030,316</b></u>	<u><b>3,090,213</b></u>	

\* - Unaudited

16% of the fiscal year has elapsed

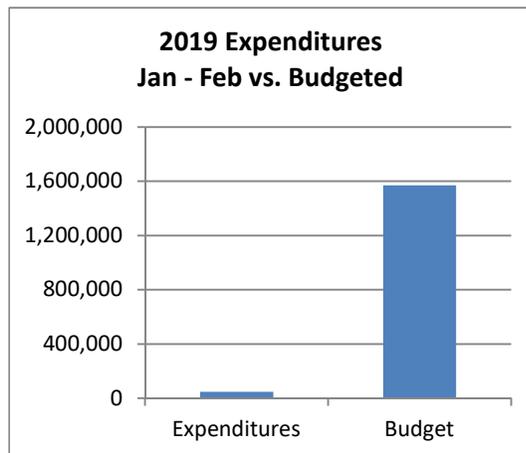
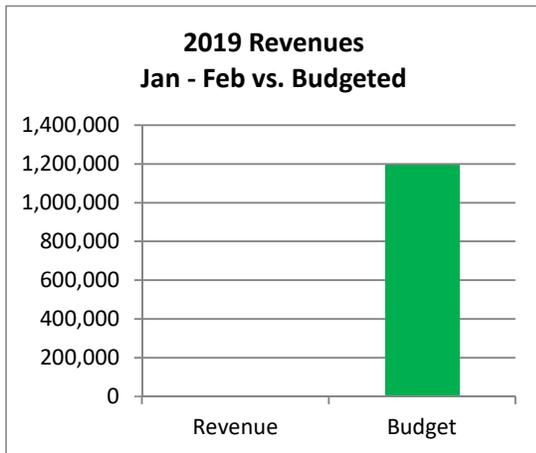


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending February 28, 2019  
Unaudited

<b>Library Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	1,872,089	1,872,089	
<b>Revenues:</b>			
Earnings on Investment	-	1,184,900	0.0%
Miscellaneous Revenue	-	9,000	0.0%
Transfers In	-	3,000	0.0%
	<hr/>	<hr/>	
Total Operating Revenues	-	1,196,900	0.0%
<b>Expenditures:</b>			
Operations	47,897	720,000	6.7%
Capital Outlay	-	850,000	0.0%
	<hr/>	<hr/>	
Total Expenditures	47,897	1,570,000	3.1%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<hr/> <b>(47,897)</b> <hr/>	<hr/> <b>(373,100)</b> <hr/>	
<b>Ending Fund Balance*</b>	<hr/> <b>1,824,192</b> <hr/>	<hr/> <b>1,498,989</b> <hr/>	

\* - Unaudited

16% of the fiscal year has elapsed

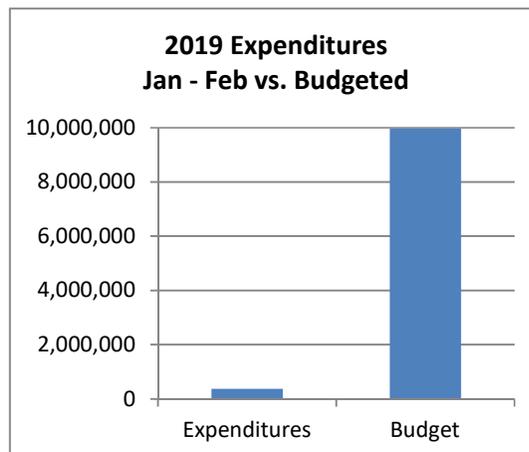
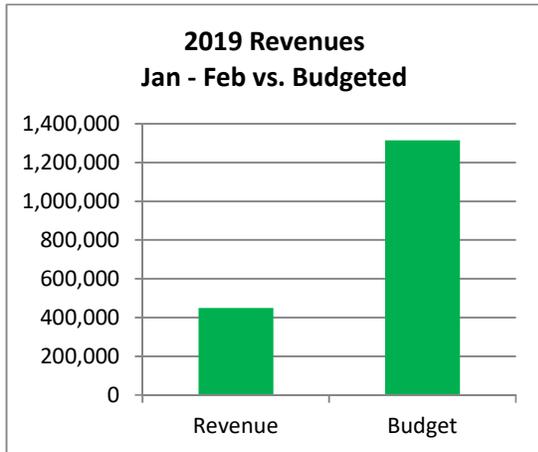


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending February 28, 2019  
Unaudited

<b>Capital Projects Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	19,867,294	19,867,294	
<b>Revenues:</b>			
Taxes and Fees	410,300	1,200,000	34.2%
Miscellaneous Revenue	-	15,000	0.0%
Interest	39,512	100,000	39.5%
Transfers In	-	-	
Total Operating Revenues	<u>449,812</u>	<u>1,315,000</u>	34.2%
<b>Expenditures:</b>			
Capital Outlay	367,080	9,973,500	0.0%
Transfers Out	-	-	
Total Expenditures	<u>367,080</u>	<u>9,973,500</u>	3.7%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u>82,733</u>	<u>(8,658,500)</u>	
<b>Ending Fund Balance*</b>	<u><u>19,950,027</u></u>	<u><u>11,208,794</u></u>	

\* - Unaudited

16% of the fiscal year has elapsed

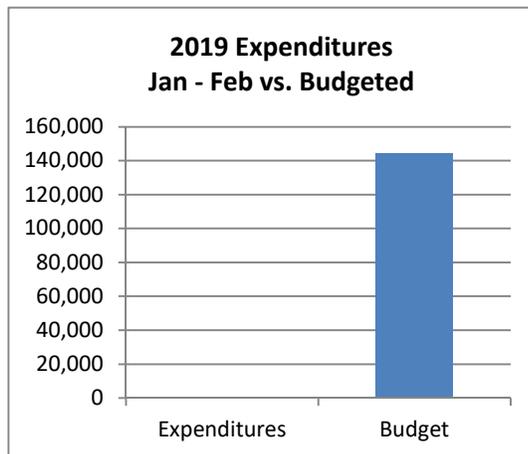
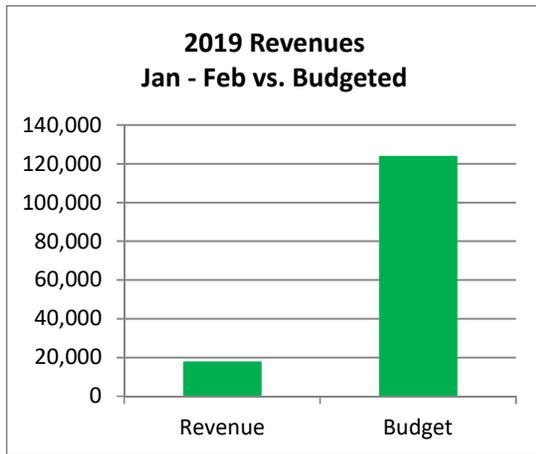


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Johnson's Corner Improvement Fund  
Period Ending February 28, 2019  
Unaudited

<b>Johnson's Corner Improvement Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	19,275	19,275	
<b>Revenues:</b>			
Taxes & Fees	18,028	124,000	14.5%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	<u>18,028</u>	<u>124,100</u>	14.5%
<b>Expenditures:</b>			
Capital Outlay	-	144,300	0.0%
Total Expenditures	<u>-</u>	<u>144,300</u>	0.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>18,028</b></u>	<u><b>(20,200)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>37,303</b></u>	<u><b>(925)</b></u>	

\* - Unaudited

16% of the fiscal year has elapsed

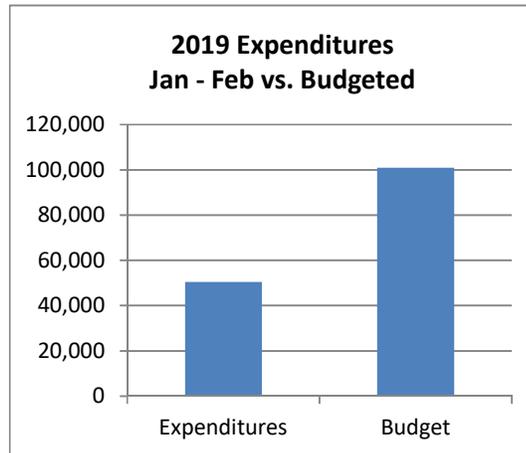
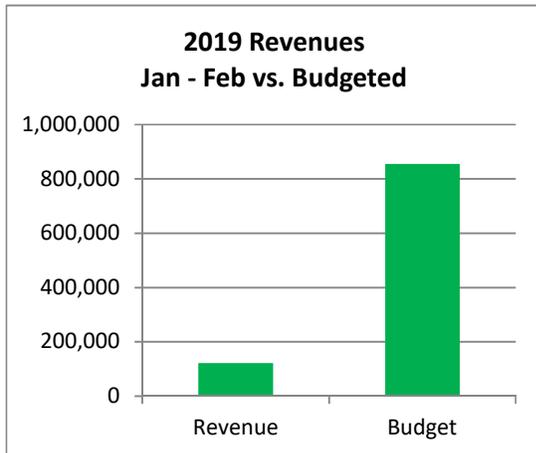


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Impact Fund  
Period Ending February 28, 2019  
Unaudited

<b>Impact Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	18,435,604	18,435,604	
<b>Revenues:</b>			
Taxes & Fees	86,902	855,000	10.2%
Earnings on Investment	34,216	100,000	34.2%
Total Operating Revenues	<u>121,118</u>	<u>955,000</u>	12.7%
<b>Expenditures:</b>			
Capital Outlay	<u>50,506</u>	<u>101,000</u>	50.0%
Total Expenditures	<u>50,506</u>	<u>101,000</u>	50.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>70,612</b></u>	<u><b>854,000</b></u>	
<b>Ending Fund Balance*</b>	<u><b>18,506,216</b></u>	<u><b>19,289,604</b></u>	

\* - Unaudited

16% of the fiscal year has elapsed

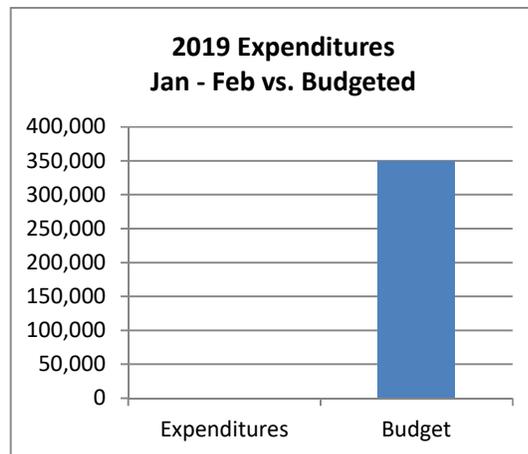
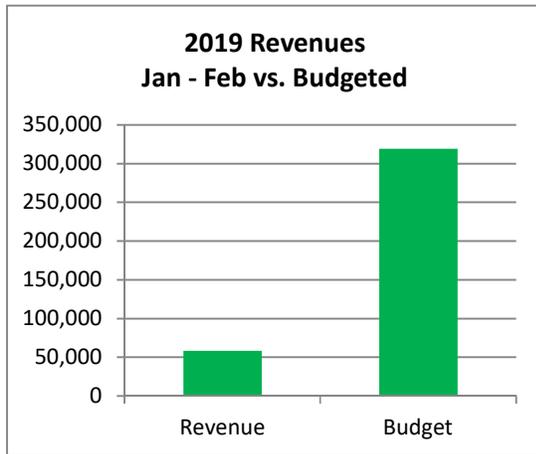


Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street Maintenance Fund  
Period Ending February 28, 2019  
Unaudited

<b>Street Maintenance Fund</b>	2019 Actuals Jan - Feb	2019 Adopted Budget	%
			Complete
Beginning Fund Balance*	300,231	300,231	
<b>Revenues:</b>			
Taxes & Fees	58,218	319,000	18.3%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	<u>58,218</u>	<u>319,100</u>	18.2%
<b>Expenditures:</b>			
Operations & Maintenance	-	350,000	0.0%
Total Expenditures	<u>-</u>	<u>350,000</u>	0.0%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>58,218</b></u>	<u><b>(30,900)</b></u>	
<b>Ending Fund Balance*</b>	<u><b>358,448</b></u>	<u><b>269,331</b></u>	

\* - Unaudited

16% of the fiscal year has elapsed



**PAYMENT  
OF  
BILLS**

**Town of Johnstown**  
**List of Bills - Feb. 20 - Mar 10, 2019**

<u>Vendor</u>	<u>Amount</u>
4990 Ronald Reagan LLC	1,519.75
Aflac	647.63
AP Mountain States, LLC	980,364.20
Arrowhead Forensics	449.73
Atlas Business Solutions Inc	453.60
Avalis Wayfinding Solutions	233.22
Callendar, Tim	50.00
Callendar, Tim	40.00
Carmen Romero	120.00
Cintas	562.92
Cintas	418.53
Cintas - Loveland	247.08
Colorado Assoc for Permit Tech	25.00
Consolidated Home Supply Ditch &	2,150.00
County Health Pool - Dept#999040	44,434.20
Crystal Kavallieros	240.00
Darlington Lane HOA	140.00
Delta Dental	2,562.87
Don Gardner	55.60
DPC Industries Inc	12,420.60
Ergomed	1,200.00
Ferguson Waterworks	755.72
First National Bank	2,753.09
Glenn A. Jones Library	39,375.00
Great Western Railway of CO	68,396.49
Ground Engineering Consultants	9,475.00
Interstate Battery of the Rockies	121.95
J&D Creations	187.88
Kehr, Bailey	450.00
Larimer County Sales Tax Administrator	6,253.88
Law Office of Avi Rocklin LLC	13,453.00
Lee & Burgess Associates Of Co	3,000.00
Maria Flores	350.00
Napa Auto Parts, Inc	434.73
Newco Inc	324.42
NOCO Engineering Company	10,400.00
Ostermiller, David	50.00
Perkins+Will, Inc.	40,652.36
Pinnacol Assurance	12,183.35
Poudre Valley REA	11,271.76
Pribble, Maurice	500.00
Purchase Power	301.50
Reorganized Farmers Ditch Co.	412.50
Spradley Barr	30,758.00
Sun Life Financial	2,652.77
TDS	81.75

**Town of Johnstown**  
**List of Bills - Feb. 20 - Mar 10, 2019**

TDS (430 S. Parish)	67.20
TDS (450 S. Parish)	168.19
TDS (4890 Ronald Reagan)	142.68
TDS (Water Treatment Plant)	95.95
Twin Silos, LLC	3,000.00
ULINE	590.44
University of Colorado	589.48
USA Bluebook	842.55
Verizon Wireless	2,348.08
Weld County Accounting	40,013.75
Weld County Dept of Public	2,859.00
Weld County Public Safety IT	75.00
Windstream	1,869.22
Winters, Hellerich & Hughes, L	2,058.75
Xcel Energy	15,463.68
Xcel Energy	7,814.79
Total	<hr/> 1,380,928.84

**Ordinance No. 2019-158**  
**(2<sup>nd</sup> Reading)**

**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2019-158**

**AN ORDINANCE AMENDING CHAPTER 8 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE ARTICLE VI CONCERNING THE OPERATION OF GOLF CARS**

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

**WHEREAS**, Chapter 8 of the Johnstown Municipal Code regulates vehicles and traffic; and

**WHEREAS**, based initially on a request from a citizen of the Town, the Town Council desires to amend Chapter 8 of the Johnstown Municipal Code to include Article VI to permit the operation of golf cars on the roadways and streets within the Town according to the terms and conditions set forth herein; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 8 of the Johnstown Municipal Code to include Article VI concerning the operation of golf cars.

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

**Section 1.** Chapter 8 of the Johnstown Municipal Code is hereby amended to include Article VI, which shall read as follows:

**Article VI    Golf Cars**

**Sec. 8-84    Definition**

“Golf Car” shall have the meaning set forth in Section 42-1-102 (39.5), C.R.S., as amended, and shall mean, unless the state statute is otherwise amended:

A self-propelled vehicle not designed primarily for operation on roadways and that has:

- (a) A design speed of less than twenty miles per hour;
- (b) At least three wheels in contact with the ground;
- (c) An empty weight of not more than one thousand three hundred pounds; and
- (d) A carrying capacity of not more than four persons.

**Sec. 8-85      Operation of Golf Cars**

- (a) No person shall operate a Golf Car on the roadway or a street within the Town, except as provided for in this Article.
- (b) An operator of a Golf Car shall have been legally issued and possess a currently valid driver's license and be twenty one (21) years of age or older.
- (c) Every Golf Car operating on a Town street or roadway as allowed herein shall be equipped, at a minimum, with the following equipment:
  - (1) Front headlamps;
  - (2) Front and rear turn signal lamps;
  - (3) Rear tail lamps and stop lamps;
  - (4) A rearview mirror or mirrors;
  - (5) A parking brake;
  - (6) A front windshield;
  - (7) Seat belts for each occupant;
  - (8) Two (2) rear reflectors as either part of the tail lamps or separately; and
  - (9) A slow moving vehicle sign, as provided for by state law, shall be attached on the rear of the Golf Car, and shall be visible in daylight and at night from all distances between six hundred feet (600') and one hundred feet (100') from the rear when directly in upper beam of headlamps.
- (d) The number of persons allowed to travel in a Golf Car shall be limited to the number of seats in the Golf Car, in accordance with the design of the Golf Car, but in no event shall there be more than four (4) persons.
- (e) Every child passenger in a Golf Car shall be secured in a child restraint device as required by state law for children riding as passengers in a motor vehicle.
- (f) Golf Cars shall be restricted to operation on streets and roadways within the Town of Johnstown that have a speed limit of twenty five (25) miles per hour or less; except that a Golf Car may be operated to directly cross a roadway, including State Highway 60, that has a speed limit greater than twenty five (25) miles per hour at an at grade crossing to continue traveling along a roadway with a speed limit equal to or less than twenty five (25) miles per hour. Notwithstanding the foregoing, Golf Cars shall not be operated on, or be permitted to cross, the Interstate 25 Frontage Road. If the owner of the Golf Car resides at a street address where operation of a Golf Car is not

allowed due to this speed restriction, the owner shall be allowed to drive the shortest route to and from the owner's residence to a street where the Golf Car is allowed to operate.

- (g) Golf Cars shall be restricted to operation on streets and roadways within the Town of Johnstown as provided for herein. Golf Cars shall not be allowed on Town paths or trails.
- (h) An operator of a Golf Car must carry proof of complying insurance, as described in Section 8-86, at all times while operating the Golf Car on the Town streets or roadways.
- (i) The Town permit sticker, as described in Section 8-87, must be visible at all times when the Golf Car is being operated on the Town streets or roadways.

#### **Sec. 8-86 Insurance requirements**

Prior to the operation of a Golf Car on a Town street or roadway as allowed herein, each owner shall obtain and carry a liability insurance policy for that Golf Car, which liability insurance policy shall provide coverage for all operators of the Golf Car, meeting the following minimum requirements:

- (a) The liability insurance policy shall be issued by an insurance carrier authorized to do business in the state of Colorado;
- (b) The liability insurance policy shall cover a Golf Car operating on public streets and roadways; and
- (c) The liability insurance policy shall have coverage with a minimum sum of one hundred thousand dollars (\$100,000.00) for damages to property of others, a minimum sum of one hundred thousand dollars (\$100,000.00) for damages for or on account of bodily injury or death of one person as a result of any one accident, and, subject to such limit as to one person, a minimum sum of three hundred thousand dollars (\$300,000.00) for or on account of bodily injury to or death of all persons as a result of any one accident.

#### **Sec. 8-87 Inspection and permitting requirements**

The Golf Car shall be inspected for safety and for the required equipment by the Johnstown Police Department every three years and issued a Town permit sticker. The Golf Car owner must show proof of a current driver's license and complying insurance at the time of inspection and permitting. The permit fee shall be \$20.00 for the three year permit, which fee may be modified by resolution of Town Council. A copy of the ordinance regulating the operation of Golf Cars on the Town streets and roadways and a copy of Johnstown Police Department Rules and Regulations, if any, shall be provided to the Golf Car owner at the time of inspection and permitting.

**Sec. 8-88 Traffic laws**

Every person operating a Golf Car in the Town shall be subject to all traffic laws adopted by the Town, and may be subject to the issuance of a summons and complaint for any such traffic violation. Upon conviction of any traffic violation, penalties established in Section 8-26 of this Chapter shall apply. A traffic ticket issued to any operator of a Golf Car shall be governed by the procedures set forth in this Chapter.

**Sec. 8-89 Town operated Golf Cars**

Notwithstanding any provision contained in this Article, the Town, by and through its staff, employees, contractors or agents, shall be authorized and permitted to operate Golf Cars on Town paths, trails and areas within the parks, greenbelts, open spaces and recreation facilities for public safety, upkeep and maintenance purposes.

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

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this 7<sup>th</sup> day of March, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: Diana Seele  
Diana Seele, Town Clerk

By: Gary Lebsack  
Gary Lebsack, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Gary Lebsack, Mayor

Permit Sticker No. \_\_\_\_\_  
Valid Until \_\_\_\_\_

# TOWN OF JOHNSTOWN GOLF CAR REGISTRATION (Golf Cars only)

Fee: \$20.00 (Cash only) - Permit valid for Three (3) Years

## Registered Owner Information

Name \_\_\_\_\_  
Address \_\_\_\_\_ Unit# \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone (H) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Valid.... Yes  No   
Proof of Insurance ..... Yes  No

## Golf Car Inspection for required equipment:

1. Head lamps..... Yes  No
2. Front and rear turn signals ..... Yes  No
3. Tail lamps..... Yes  No
4. Stop lamps..... Yes  No
5. Reflex reflectors; one red on each side as far to rear as practicable and one red on rear..... Yes  No
6. Exterior mirror mounted on the driver's side of the vehicle or an interior rear view mirror..... Yes  No
7. Windshield..... Yes  No   
(Driver must wear state approved safety goggles if no windshield)
8. Seat belts (type one or two) at all seat positions..... Yes  No   
(Wearing seat belts is recommended but not required)
9. Parking Brake..... Yes  No
10. Slow moving emblem displayed on rear per MTC 234..... Yes  No
11. Johnstown Golf Car Permit sticker on rear..... Yes  No

## Golf Car Information

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_  
Serial Number or Golf Car Identification Number \_\_\_\_\_  
Golf Car designed to carry \_\_\_\_\_ persons. (No more than 4 allowed.)

Registered owner acknowledges receipt of Golf Car Information Packet containing the applicable Ordinance and Johnstown Police Department Rules and Regulations, if any, associated with Golf Car travel on the streets of Johnstown, Colorado.

Registered Owner: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Signature

Inspection/Registration completed and approved by: \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_ Signature / Badge # \_\_\_\_\_

FEE \$20.00 Cash only Paid \_\_\_\_\_ Collected by: \_\_\_\_\_  
Signature / Badge # \_\_\_\_\_

**WATER AND SEWER  
SERVICE AGREEMENT  
(Twin Silos, LLC)**

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 28 day of February, 2019, by and between **TWIN SILOS, LLC**, a Colorado limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, Developer owns an interest in a portion of approximately 123.49 acres of land located in a portion of the SE1/4 of Section 1, Township 4 North, Range 68 West of the 6<sup>th</sup> P.M. and described more particularly in Exhibit “A”, attached hereto and incorporated herein by this reference (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement between Ronald S. Sloan, Lawrence E. Sloan, Donald S. Sloan, Joanne Sloan, Wanda Lou Krebill, and Anna Belle Lenore Cook, as Owner, and the Town dated September 16, 1996; and

WHEREAS, Developer seeks to develop a portion of the Subject Property, consisting of Outlot D, Filing 4 and re-designated Lot 1 Amended Plat of Tract D, Filing 4, consisting of approximately 72,086 square feet, more particularly described in Exhibit “B,” as 6 single-family detached homes and associated irrigated lawns and landscape (“Project”); and

WHEREAS, although the Project consists of 6 single-family detached homes and associated irrigated lawns and landscape, because one lot and single-family home is a re-plat of a previously approved lot with increased irrigation acreage, the water dedication for the Project is only based on 5 single-family homes and the associated irrigated lawns and landscape for the 5 single-family homes and the additional acreage for the 6<sup>th</sup> home; and

WHEREAS, in connection with the Project, Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water demand and sewer demand, a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis. Said analysis is dated October 12, 2018, was received by the Town, is on file with the Town and is hereby accepted by the Town as modified by the Town’s Water Engineer in his December 6, 2018 Memorandum. The analysis provided by Developer, as revised, addresses the projected water and sewer demands for the Project as follows:

<b>Development Component</b>	<b>Demand (AF/YR)</b>	<b>Consumption (AF/YR)</b>
5 Single Family Residential Units (in-house only)	1.65	0.08
0.78 Acres Irrigated Lawn and Landscape	1.95	1.66
<b>Total</b>	<b>3.60</b>	<b>1.74</b>

**2. Water Rights Dedication.** Due to a previous dedications of stock in the Consolidated Home Supply Ditch and Reservoir Co. to the Town by Developer or its predecessors, Developer has 5.64 acre-feet of available credit to apply to this Project. See, Williamsen, Corbett Glen – Water Demand Estimates for the Re-plat of Tract D Filing 4 (December 6, 2018).

**3. Surplus dedication credit.** The use of the 5.64 acre-feet of available credit described in paragraph 2 above will provide to Developer Raw Water Credits in excess of the water demand projected for the Subject Property. As a result of said dedication, The Developer will have a surplus dedication credit with the Town of 2.04 acre-feet. The credit is calculated as follows:

Remaining Surplus Credit:	5.64 acre-feet
LESS Estimated demand:	3.60 acre-feet
<b>Net current surplus credit:</b>	<b>2.04 acre-feet</b>

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected, or for future development filings, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the applicable Town's Ordinance.

**4. Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 1.65 acre-feet per year of potable water supply for in-home use together with the corresponding sewer service, and 1.95 acre-feet of water for 0.78 acres of irrigated lawn and landscape.

**5. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

**6. Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of One-Thousand Six-Hundred and Fifty Dollars (1,650.00) as payment of the Water Court Transfer Fees required by the Ordinance. This payment is only for the required dedication of 3.60 acre-feet per year of estimated water demand and estimated consumptive use of 1.74 acre-feet per year (11 SFE) for the Project and has not been assessed against any of the surplus dedication credit of 2.04 acre-feet. If an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

**7. 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 DEVELOPER:

Twin Silos, LLC  
P.O. Box 741165  
Arvada, CO 80006-1165

TO THE TOWN:

Town of Johnstown  
c/o Town Clerk  
450 S. Parish Ave.  
Johnstown, CO 80534

WITH A COPY TO  
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.  
Johnstown Town Attorney  
1437 N. Denver Avenue, #330  
Loveland, CO 80538

Peter J. Ampe  
Hill & Robbins, P.C.  
1660 Lincoln St., Suite 2720  
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

**8. Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

**9. Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

**10. Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

**11. Attorney's fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

**12. Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

**13. Headings for convenience only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

**14. Non severability.** Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

**15. Choice of laws.** This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Weld County, State of Colorado.

**16. Entire agreement and Authorization.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

**17. Recordation.** This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

\*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

*Signatures follow on separate pages*

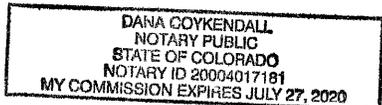
TWIN SILOS, LLC  
a Colorado limited liability company

By: *Graham DeWitt*  
Graham DeWitt, Managing Member

STATE OF COLORADO    )  
  ) ss  
COUNTY OF *Jefferson* )

SUBSCRIBED AND SWORN to before me this *28<sup>th</sup>* day of *February*, 2019 by  
Graham DeWitt, Managing Member of Twin Silos, LLC.

Witness my hand and official seal.



*Dana Coykendall*  
Notary Public

My Commission Expires: *7-27-2020*

TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Avi Rocklin  
Johnstown Town Attorney

**WATER AND SEWER**

**SERVICE AGREEMENT**  
**(Thompson River Pediatrics)**

## WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this 18<sup>th</sup> day of March, 2019, by and between **AG/AF, LLC**, a Colorado Limited Liability Company (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties”.

### WITNESSETH:

WHEREAS, the Developer owns an interest in land within the Northeast ¼ of Section 14, Township 5 North, Range 68 West of the 6<sup>th</sup> P.M., also known as 4785 Larimer Parkway and Building Pad Site C of the Traynor Office Park, more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as a medical office known as Thompson River Pediatrics at 2534 (“Project”); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Water and Sewer Demand Studies.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Project. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated March 1, 2019, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	0.30	0.015
Landscape Irrigation (non-potable)	0.42	0.357
Total	0.72	0.372

**2. Water Rights Dedication.**

**a. Potable Supply.** As a result of prior dedications and adjustments associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 30.26 acre-feet per year of potable water. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

**b. Non-Potable Supply.** As a result of prior dedications associated with the 2534 Development, there is currently a surplus dedication credit with the Town of approximately 182.79 acre-feet per year of non-potable water under shares from the Farmers Canal. The Parties and the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached as Exhibit B.

**3. Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 0.3 acre-feet per year of potable water supply together with the corresponding sewer service and up to 0.42 acre-feet per year non-potable water supply for landscape irrigation.

**4. Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

**5. Payment of Water Court Transfer fees.** The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town's Ordinance.

**6. 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 DEVELOPER:

Amber Griffin  
Managing Member  
AG/AF, LLC  
4836 Saddlewood Cir.  
Johnstown, CO 80534

TO THE TOWN:

Town of Johnstown  
c/o Town Clerk  
450 S. Parish Ave.  
Johnstown, CO 80534

WITH A COPY TO  
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.  
Johnstown Town Attorney  
1437 N. Denver Avenue, #330  
Loveland, CO 80538

Peter J. Ampe  
Hill & Robbins, P.C.  
1660 Lincoln St., Suite 2720  
Denver, CO 80264

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

**8. Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction in Larimer County, Colorado, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

**9. Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

**10. Amendment or modification.** No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

**11. Attorney's fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

**12. Waiver.** The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

**13. Headings for convenience only.** Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

**14. Non severability.** Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

**15. Choice of laws.** This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

**16. Entire agreement and Authorization.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

**17. Recordation.** This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

\*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

*Signatures follow on separate pages*



TOWN OF JOHNSTOWN, COLORADO,  
a municipal corporation

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Avi Rocklin  
Johnstown Town Attorney

**RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT**

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Water Bank," to provide water service to the development known as Thompson River Pediatrics at 4785 Ronald Reagan Blvd., and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between AG/AF, LLC and the Town of Johnstown dated March 8, 2019. The amount of such allocated raw water credit is calculated to be 0.30 acre-feet per year for In-Building Use and 0.42 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

  
\_\_\_\_\_  
Nathan Gerrard, Partner  
Gerrard Family Limited Partnership, LLLP

Dated: 3/11/19

THOMPSON RANCH DEVELOPMENT COMPANY

  
\_\_\_\_\_  
Todd Williams, Vice President  
Thompson Ranch Development Company

Dated: 3/11/19

# **AMENDMENT #2**

**(North I-25, J25 Land Holdings  
Project)**



**1) PARTIES**

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

**4) PURPOSE**

A. The Parties entered into the Agreement for Local Agency making funds available for improvements to North Interstate-25, Project SH 402 - SH 14 (21506).

B. The Parties now desire to delete Exhibit A-1 in its entirety. This will be replaced with Exhibit A-2 with an updated TOWN OF JOHNSTOWN not to exceed reimbursement amount.

**5) MODIFICATIONS**

Exhibit A-1 – Scope of Work

Exhibit A-1 – Scope of Work is removed and replaced in its entirety with Exhibit A-2 attached hereto and incorporated herein by reference. Upon execution of this Amendment, all references in the Agreement to Exhibit A-1 will be replaced with Exhibit A-2.

Exhibit B is attached hereto and incorporated herein by reference.

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **EXHIBIT A-2 – SCOPE OF WORK**

### **North Interstate 25 Phase 1 Project Scope of Work specifics**

The Colorado Department of Transportation (“CDOT”) will complete the North Interstate 25 Phase 1 Project (Hereinafter referred to as “this work”). The project is located on I-25 approximately from State Highway 402 to just south of State Highway 14, covering 14 miles in length between Johnstown/Loveland and Fort Collins, Colorado.

I-25 is the primary north-south route through Colorado, and is the only continuous north-south interstate route in the state, providing access to, through, and from northern Colorado. This segment of I-25 currently has two general purpose lanes in each direction. The project adds a third travel lane in both directions to be operated as a tolled express lane which will accommodate high occupancy vehicles and charge tolls.

Elements of Project Scope:

- Increase capacity by adding an express lane in both directions
- Provide a painted buffer to separate the express lane from general purpose travel
- Construct wider shoulders
- Replace or rehabilitate aging bridges, and widen additional structures
- Improve multi-modal access to regional transit to promote mode shift
- Improve bus service performance and reduce each total trip time by adding new bus slip ramps to access a new Park-n-Ride
- Create new pedestrian and bicycle access under I-25 at Kendall Parkway
- Connect the Cache la Poudre River Regional Trail under I-25, also to serve as a wildlife corridor

By way of a Design Build (DB) contract and using a best value evaluation method, CDOT will select a contractor that will Design and Build this project, including innovations to save time and resources. This approach leaves exact elements intentionally undefined.

Local Agencies have contributed funds for improvements to I-25 included in this work.

### **North Interstate 25 Interchange Project Scope of Work specifics**

The Basic Configuration will include all work necessary to widen US 34 from west of Rocky Mountain Avenue to east of Centerra Parkway to improve traffic operations within existing state right of way. The widening work will include a combination of median and outside widening to provide a minimum of three through lanes through the US 34 intersections with Rocky Mountain Avenue, I-25 Southbound Off-Ramp, I-25 Northbound On-Ramp and Centerra Parkway. The work will require earthwork, full depth pavement construction, pavement milling and overlay of existing lanes, curb and gutter, median concrete work, pavement marking, traffic signal modifications and signing.

The Basic Configuration will include reconstruction of the existing diamond interchange at I-25 and State Highway 402, including reconstruction of the ramps, bridges, State Highway 402 and the parking lot in

## Exhibit A-2, Scope of Work, Continued

the southwest quadrant. State Highway 402 will be reconstructed to a configuration with four through lanes, with a raised median, and pedestrian and bicycle facilities.

### Technical Requirements:

#### Design

- CDOT shall consult with the Local Agency throughout the preparation of the Plans and submit to the Local Agency for its review the proposed Plans prior to CDOT's acceptance of Release for Construction Plans. The Local Agency must provide comments on the proposed Plans within 10 calendar days after the proposed Plans are referred to it. CDOT will require the Design Build Contractor to address all issues identified by the Local Agency provided those issues are not in conformance with the Contract Documents.
- The Local Agency shall waive all review fees for design.
- The Local Agency shall not require additional design reviews beyond those required by the contract.

#### Construction

- The Local Agency shall waive all permit fees for street use permits.
- CDOT shall consult with the Local Agency for its review of traffic control plans related to road closures.
- The Local Agency requires 7 calendar days of advance notification for road closures.

### North Interstate 25 J25 Project Scope of Work specifics

In accordance with RCP No. 34 Rev 1 dated November 28, 2018 and Book 1, 13.2 Contractor Requested Change Orders, Kraemer/IHC Joint Venture (JV) requests a change order for the design and construction costs associated with the modification of the East Frontage Road (EFR) profile to accommodate future development.

The following items are included from this scope.

#### Design

- Redesign of the EFR profile and related items.
- Design of EFR will follow the DQMP and project requirements. JV and CDOT will need to partner and perform "over-the-shoulder" reviews of design packages to meet current project schedule.
- Design the grading to accommodate the J25 Developer (J25) profile and template. JV will excavate all necessary material to accommodate their future template.
- CDOT will prepare the ROW documentation for the ROW exchange needed for the revised alignment between J25 and CDOT.
- CDOT will prepare utility easement documentation if a new utility easement is needed for the LTWD line located along the East Frontage Road.
- Dry Utility Relocations – The utility easement on the east side of the frontage road is not impacted horizontally with this profile change. However, the vertical profile change will require

## **Exhibit A-2, Scope of Work, Continued**

early grading to accommodate early utility relocations. Vertical profile changes do impact the dry utility relocations and will require rough grading prior to final RFC's.

### **Easements/ROW**

- The revisions to the profile create a low spot at Station 1515+40 which will require cross drainage. The drainage line's elevation will be at the invert of the roadside ditch on the west side of the road and will daylight to the east. This will require grading outside of our current ROW. Developer to provide JV with a general grading/blanket easement or MOA to allow work to proceed.
- J25 Developer will provide a general grading/blanket easement that will allow JV to access their parcel for work outside of CDOT ROW. Work includes, but is not limited to, stockpiling excess embankment to be used on the I-25 Express Lane project, access to a drainage line out falling to the east near Sta. 1515+40. See Exhibit A drawings for locations.
- J25/CDOT to swap ROW along the south tie – in. See Exhibit B

### **Earthwork/Grading**

- Earthwork and Drainage Modifications – The change in profile results in a significant cut versus the fill in the RFC plans. Additionally, a cross drain will need to be added at Sta. 1515.
- The JV will excavate all material necessary for the J25 profile and template. We will construct roadside ditches to convey drainage to an outfall around Sta 1515+14
- Kraemer/IHC will be allowed to temporarily stockpile embankment south of 402 between the new and existing frontage roads. This material will remain the property of the JV for use in other areas of the project. JV will restore this area to existing conditions upon complete removal. Locations show in Exhibit A

### **Storm Drainage**

- The changes to the profile will require an outfall near Sta. 1515+40 for drainage. This system will be designed to meet current project criteria. Roadside drainage will flow in ditches to a low point near Sta. 1515+14 and outfall to the east. This outfall will be toward the east and outside of existing ROW.

### **Roadway / Paving**

- JV to construct the project template per current RFC plans for Segment 1.

### **Wet Utilities**

- LWTD 12" waterline will be relocated to under the new frontage road. This line is currently parallels SH 402 and is being relocated to the south.

### **Environment / Erosion Control**

- Assumes no NEPA re-evaluations needed with this new profile or temporary grading outside of existing ROW.
- All grading outside of existing ROW needed for outfalls and stockpile to be reclaimed per project requirements.

# Exhibit A-2, Scope of Work (Phase 1 Funding Table)

## North Interstate-25 Phase 1 Project

### Funding Table / Payment Schedule for Town of Johnstown

Name of Local Agency / Funding Partner	Summary of Contribution by Year										Total Contribution Amount
	2016		2017		2018		2019		2020		
	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	
Town of Johnstown -- Phase 1			\$250,000.00	April 30, 2017	\$250,000.00	April 30, 2018	\$250,000.00	April 30, 2019	\$250,000.00	April 30, 2020	<b>\$1,000,000.00</b>

Exhibit A-2, Scope of Work (Interchange Funding Table)

North Interstate-25 Interchange Project

Funding Table / Payment Schedule for Town of Johnstown

Name of Local Agency / Funding Partner	Summary of Contribution by Year										Total Contribution Amount
	2016		2017		2018		2019		2020		
	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	
Town of Johnstown -- Interchange									\$6,000,000.00	December 31, 2020	<b>\$6,000,000.00</b>

# Exhibit A-1, Scope of Work (J25 Funding Table)

## North Interstate-25 J25 Project

### Funding Table / Payment Schedule for Town of Johnstown

Name of Local Agency / Funding Partner	Summary of Contribution by Year										Total Contribution Amount
	2016		2017		2018		2019		2020		
	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	Amount	Date of Payment	
Town of Johnstown -- J25							\$454,648.96	April 30, 2019			\$454,648.96

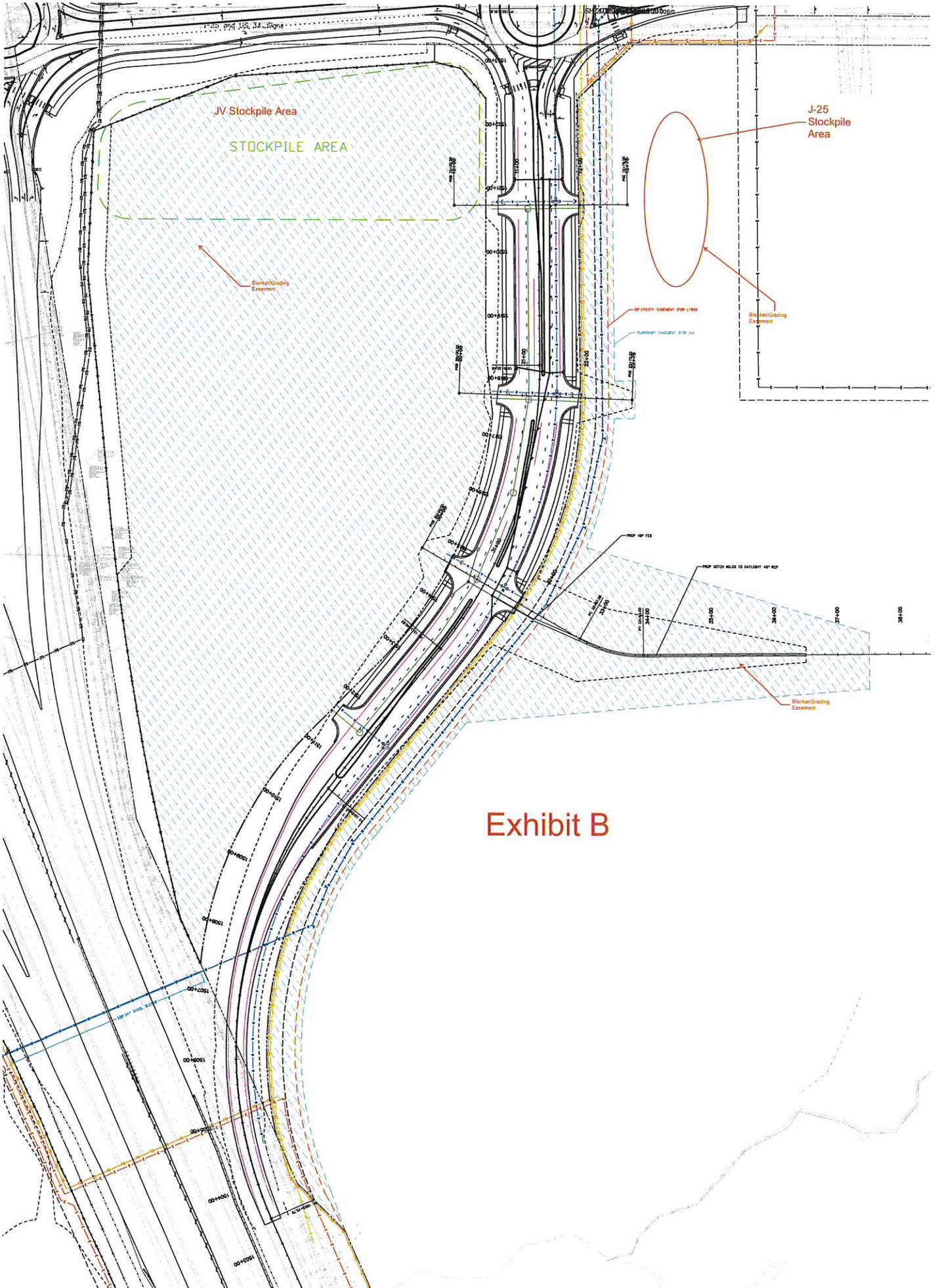
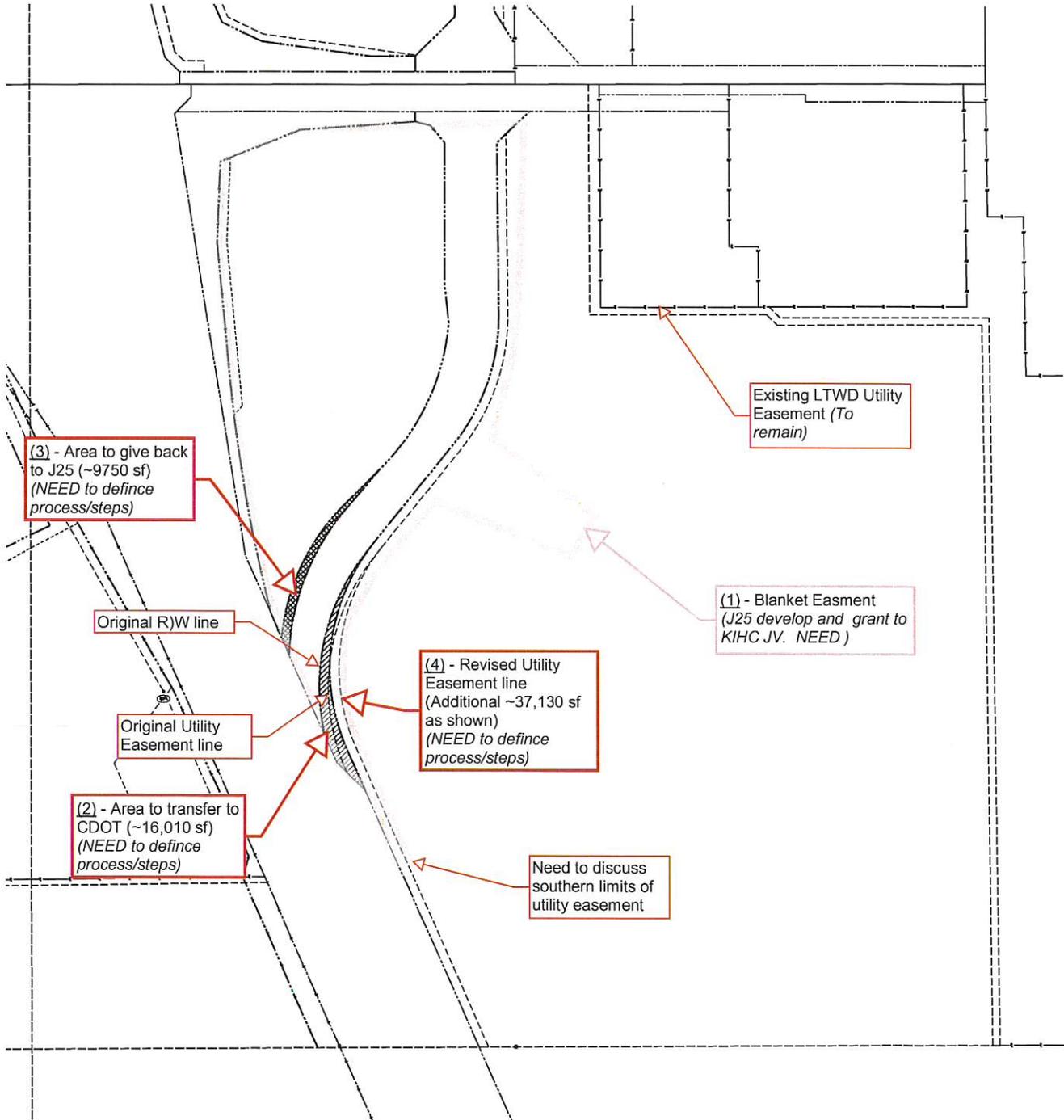


Exhibit B

J25 - RCP 0034 - Right of Way Needs



**RESOLUTION**

**No. 2019-10**

**(Resolution of Support)**

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2019-10**

**AUTHORIZING THE TOWN OF JOHNSTOWN TO ENTER INTO AMENDMENT  
#2 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF  
COLORADO, FOR THE USE AND BENEFIT OF THE COLORADO  
DEPARTMENT OF TRANSPORTATION, CONCERNING INTERSECTION  
IMPROVEMENTS AT INTERSTATE 25 AND STATE HIGHWAY 402**

**WHEREAS**, the Town of Johnstown, Colorado (the “Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

**WHEREAS**, Interstate 25 (“I-25”) serves as the primary north-south highway connection for Northern Colorado, including the Town, and is the primary route for the Town’s connectivity to commerce, health care, education and employment; and

**WHEREAS**, the Colorado Department of Transportation (“CDOT”) is constructing improvements to I-25 in Northern Colorado between State Highway 14 and State Highway 402 (“Project”); and

**WHEREAS**, CDOT requested local contributions from jurisdictions that will be positively impacted by the Project due to the increased capacity along I-25 in Northern Colorado; and

**WHEREAS**, on or about March 6, 2017, the Town Council approved an intergovernmental agreement with the State of Colorado, for the use and benefit of CDOT, identified as “Contract for Project: I-25 North: SH 402 - SH 14 (21506); Region 4” (“Intergovernmental Agreement”) to provide funds to support the Project; and

**WHEREAS**, on or about August 7, 2017, the Town Council approved Amendment #1 to the Intergovernmental Agreement to provide additional funds for improvements to the Interstate 25 and U.S. Highway 34 and State Highway 402 interchanges; and

**WHEREAS**, a property owner, J-25 Land Holdings, LLC, a Delaware limited liability company, has requested that CDOT construct additional improvements to the Interstate 25 and State Highway 402 interchange and has provided funding to the Town to pay for the improvements; and

**WHEREAS**, the Town desires to accommodate the property owner’s request and enter into a second amendment to the Intergovernmental Agreement for the construction of such improvements; and

**WHEREAS**, Colorado Revised Statutes §29-1-201, *et seq.*, authorizes and enables governmental entities to enter into cooperative agreements for efficient and effective use of their powers and responsibilities; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to adopt and execute Amendment #2 to the Intergovernmental Agreement and authorize the expenditure of funds for the expanded scope of the Project.

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

**Section 1:** The Town Council hereby approves and authorizes the execution of Amendment #2 to the Intergovernmental Agreement with the State of Colorado, for the use and benefit of the Colorado Department of Transportation.

**Section 2:** The Town Council hereby approves the expenditure of funds for the expanded scope of the Project.

**Section 3:** The Town of Johnstown has appropriated sufficient funds to cover the Town's local share contribution for the 2019 calendar year.

**Section 4:** This Resolution shall be effective as of the date of its adoption

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_ day of March, 2019.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**AGENDA ITEM 7**

**TOWN MANAGER**

**REPORT**

TOWN OF JOHNSTOWN  
MEMORANDUM

---

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: March 18, 2019

CC: Town Staff  
Local Media

SUBJECT: Departmental Report

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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):

- 03/18/2019 – Regular Town Council Meeting
  - 03/25/2019 – Work Session – Home Supply Ditch Company
  - 04/01/2019 – Regular Town Council Meeting
  - 04/08/2019 – Work Session (None Scheduled)
- 

**Police Department**

***Training:***

- March 4-5, 2019 Officer Wood attended drug training entitled **Drug Interdiction and Conducting Complete Traffic Stops** where he learned.
  - Specific techniques in detecting drug trafficking activity
  - Road side interview techniques
  - False compartments used to conceal drugs in vehicles
  - Instruction on best practices of conducting vehicle searches
- March 7, 2019 Red side received **Firearms Training**
  - All officers qualified with their duty-weapon, off-duty weapon and patrol rifle.
- March 8, 2019 Lt. Oglesby attended the last of four classes entitled **The Next Leadership Journey**.
  - This course focused on changing leadership styles to meet organizational demands.

***Community Policing, Outreach & Miscellaneous Items:***

- March 1, 2019 Commander Sanchez attended an Aims Police Academy Advisory meeting where we discussed.
  - Academy application process for 2019-20
  - Police Academy cost sheet

**The Community That Cares**

- Status of a full-time police academy
- Input on Police Academy graduation ceremony
- Equipment needs
- March 9, 2019 the Police Department played the Front Range Fire Rescue in Donkey Basketball to raise money for after-prom.
- March 1, 2019 Commander Sanchez received a Life Saving Award from the Greeley Fire Department for pulling a lady from a burning car.
- March 12, 2019 Lt. Oglesby and Sgt. Dickerson gave a presentation to Canyon Bake House on Active Shooter
  - Run/Hide/Fight
  - Law enforcements response to active shooter

### **Administration, Finance, & Planning**

- *CDOT Project/Planning Meeting* – Town Staff met with CDOT about a number of projects of mutual interest and benefit. including the I-25 improvements at Hwy 60 and Hwy 402 that were very productive. Specific topics included:
  - Signage at the interchanges
  - Scope and Bridge improvements at Hwy 60
  - Conduit at Hwy 402 for the roundabout
  - LCR3 alternate route, railroad crossing improvements and the Hwy. 34 PEL
  - A cooperative project for a trail pathway under I-25 between Johnstown and Loveland
  - Planned scope and possible improvements on High Plains Blvd.
- *School Board Meeting* – As directed by Council, the Town Manager attended the School Board Meeting to convey the idea that the Town was interested in partnering in a property exchange with the District for a possible new elementary school to strengthen our community.
- *WCR 50 & LCR 14 Improvements* – The Mayor and Interim Town Manager met with Commissioner James about a possible cooperative project on WCR 50 and LCR 14 to make critical improvements to an approximate 9,700 linear foot section of roadway owned in various sections by Larimer County, Weld County, and the Town. We are exploring the opportunity of a grant and still valiantly trying to gain feedback from Larimer County on their possible interest in participating in this project for the benefit of all traffic, both inside and outside of the Town limits.
- *LCR 3 Realignment* – Staff met with several developers along the LCR 3 realignment segment that connects to Hwy. 34. We had positive comments about the potential to make the project a reality rather than just the lines on a drawing. Discussions will continue with all of the parties including exploring funding options and mechanisms to move this important safety and access project forward.
- *Planning Activity* – Five new development project applications were received since the prior Council report, and are being routed through Staff and ancillary reviewers for initial comments. During the week of March 4, Planning Staff fielded 32 call/walk-in land use, zoning, and development questions.
- *Development Project Reviews* – Approximately 13 proposed development projects remain in active review status, coordinating revisions with Staff.

## **Public Works Department**

### ***Streets, Storm water & Parks***

- *Community Cleanup Day* – Community Cleanup Day is set for April 27<sup>th</sup>.
- *Lake pipe repair* – Crew repaired the 24” fill line at the lake. The old line was a clay line that was broken behind the head wall and buried below the existing grade. Crews installed a new piece of 24” HDPE pipe at the proper grade to reduce any further restrictions when the lake is filling. This may help to mitigate future localized flooding in areas when the ditch is running water.
- *New hires* – We would like to welcome Travis Gould and Jason Retchless to the Public Works Streets staff. Jason fills the vacancy from Gannon Laber who left the town to pursue a career in the Oil & Gas Industry. Travis fills an approved FY 2019 position within the Department.
- *Signs* – New signs were installed at the Thompson Pkwy roundabout. Old signs were undersized and did not have the reflectivity needed for visibility. Bigger stop signs with flags were installed at Ronald Reagan Pkwy. We hope this improves safety and mobility.
- *Snow plowing* – Crews worked the 2<sup>nd</sup> and 3<sup>rd</sup> of March plowing snow. The cold temperatures hampered snow melting applications. Crews place a 7% mix material when temperatures drop below 20 degrees for traction.
- *Senior Center* – Crew repaired and replaced sinks and toilets at the senior center.
- *Training* – Don Gardner and Austin Lanier attended a two-day ADA class in Fort Morgan. This class teaches the importance of and proper applications for ADA compliance.

### ***Water & Wastewater***

- *Water plant* – The DAF saturator has been delivered to the water plant. Stanek Construction has been getting ready for plant shutdown beginning on March 18 and will last for the entire week and all supporting outside water entities have been notified and are prepared to provide water through our emergency connects. During this shut down Stanek Construction will be removing all the old pipe in the basement of the filter building and replacing with new. Installation of the saturator does not require the plant to be offline and is scheduled to be completed within two weeks the initial shutdown.
- *Wastewater* – Crews had to thaw the sodium bisulfate line at the central plant due to the cold temperatures last week. We have had a few issues with chemical lines this year. We believe it is due to our tanks having sediment collected at the bottom of tanks. Accordingly, crews cleaned out sediment, to help with plugging and freezing issues.
- *Congratulations* – Please congratulate Ron Barnett who passed his Class B State Water Certification.

**AGENDA ITEM 10A**

**CONTINUED PUBLIC HEARING**

**AMENDMENT TO THE**

**JOHNSTOWN PLAZA DESIGN BOOK**

**GUIDELINES**

\*PUBLIC HEARING PROCEDURE –Amendment to Johnstown Plaza Design Book  
Guidelines Proposed Land Use Plan – Lot 1 from B2. To B2.

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 Amendment.
  - b. Ask to hear from anyone who opposes the Amendment.
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.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval:

(Motion for approval is on the Town Council Agenda Communication)

For Denial:

(Motion for denial is on the Town Council Agenda Communication)

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** March 18, 2019

**ITEM NUMBER:** 10A

**SUBJECT:** \*Public Hearing – Public Hearing Regarding an Amendment to the Johnstown Plaza Design Book (Guidelines) to Change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-family

**RECOMMEND ACTION:** Approve the Resolution for a Land Use Designation Subject to the Conditions Proposed by Planning and Zoning Commission

**ATTACHMENTS:**

1. Resolution 2019-08
2. Map Depicting Site of Land Use Change
3. Planning and Zoning Packet Items Including Referral Agencies, Application with Submittals
4. Letters from TCMD 1 & 2 (2 Letters)

**PRESENTED BY:** Mr. Matt LeCerf, on behalf of Town Planner

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### **AGENDA ITEM DESCRIPTION:**

The owner of the property, have requested Town approval of an amendment to the Johnstown Plaza Design Book. The amendment would add a Multi-Family Residential, a Principal Use and Residential Accessory use Section, and change the Land Use Plan for the parcel currently designated B.1 Office, Flex, Retail. The applicant proposes to construct approximately 228 apartments, and accessory uses. If approved by Council, the guidelines for design, if the property develops into multi-family would follow the 2534 Design Guidelines.

**Existing and Proposed Land Use(s):** The property is presently vacant, and the proposal is for a Multi-Family and accessory uses in the southwest corner of Ronald Reagan Blvd. and Exposition.

**Prior Actions:** In 2016, this property was included in an amendment to the 2534 Design Guidelines to remove the Johnstown Plaza commercial area from the 2534 Design Guidelines. The Johnstown Plaza Design Book was approved in February 2018.

On February 13, 2019, the Planning and Zoning Commission reviewed and approved the applicant's rezoning request with a motion to recommend approval of the Amendment to the Johnstown Plaza Design Book (Guidelines) to change the Land Use Designation of Lot 1 (approximately 11.5 acres), 2534 Subdivision Filing No. 16 *from* B.1 Office, Flex and Retail Uses *to* B.2 Office, Flex, Retail and Multi-Family with the following conditions:

### **Conditions Proposed by P & Z:**

1. The Site Plan shall be revised to comply with Town's Traffic Engineer's requirements including those presented in a letter dated November 20, 2018, in a letter to John Franklin including:

- a. reducing the number of vehicular ingress/egress points on Ronald Reagan Blvd. to ONE and aligning it "with the Ridgeview Office Park access" and
  - b. moving the first vehicular ingress/egress point south of Ronald Reagan Blvd. along the west side of Exposition Drive further south to meet the "minimum 175 foot spacing" requirement; and
2. Preparing and providing the Town Engineer with a water system modeling report for the proposed development; and,
  3. Compliance with the Town's and Loveland Fire and Rescue Authority's Standards for all improvements; and,
  4. Addressing and resolving the "Sanitary Interceptor Sewer" issue downstream of the 2534 area but upstream of the Low Point Wastewater Treatment Plant identified by the Town Engineer to the Town's satisfaction prior to Final Design approval.

**Special Note (UPDATE SINCE March 4, 2019):**

The public hearing was continued on March 4 due to questions and comments of objections not being answered by the applicant. This meeting will either complete the public hearing or continue it again to a later date. The applicant is not expected to be in attendance, but other representatives related to matters in the letters from TCMD 1 & 2 will be present if the Council desires to move forward with the public hearing without the applicant present.

**LEGAL ADVICE:**

The resolution was drafted by the Town Attorney

**FINANCIAL ADVICE:**

Not Applicable

**RECOMMENDED ACTION:**

The Planning and Zoning Commission has recommended approval of the amendment (with conditions).

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**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the Amendment to the Johnstown Plaza Design Book (Guidelines) to change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-Family with the following conditions as established by the Planning Commission (or based on Council recommendation).

**For Denial:**

I move to deny approval of the Amendment to the Johnstown Plaza Design Book (Guidelines) for the requested zoning change to B.2.

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**Reviewed and Approved for Presentation:**

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Town Manager

# **RESOLUTION**

**No. 2019-08**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2019-08**

**APPROVING AN AMENDMENT TO THE JOHNSTOWN PLAZA DESIGN HANDBOOK LAND USE PLAN TO DESIGNATE LOT 1, 2534 SUBDIVISION FILING NO. 16, AS “AREA B.2” TO ALLOW MULTI-FAMILY RESIDENTIAL DEVELOPMENT, AND TO REQUIRE THAT THE DESIGN STANDARDS SET FORTH IN THE 2534 DESIGN GUIDELINES APPLY TO THE MULTI-FAMILY RESIDENTIAL DEVELOPMENT**

**WHEREAS**, on or about February 21, 2018, the Town Council of the Town of Johnstown (“Town”) approved and adopted the Johnstown Plaza Design Handbook (“Design Handbook”); and

**WHEREAS**, on or about October 16, 2018, the property owner, Johnstown Plaza, LLC, a Kansas limited liability company, filed an application for an amendment to the Land Use Plan contained in the Design Handbook to designate Lot 1, 2534 Subdivision, Filing No. 16, from an Area B.1 designation (Office, Flex and Retail) to an Area B.2 designation (Office, Flex, Retail and Multi Family Residential), to allow, in addition to the current uses, multi-family residential development; and

**WHEREAS**, Section 1.3.5 of the Design Handbook provides that a change in land use constitutes a major change and shall require action by the Planning and Zoning Commission and final approval by the Town Council; and

**WHEREAS**, on February 13, 2019, the Planning and Zoning Commission held a public hearing, and voted to recommend approval of the proposed land use change on the conditions that:

1. The applicant revise the site plan to comply with Town’s Traffic Engineer’s requirements, including those presented in a letter to John Franklin dated November 20, 2018, which include:
  - a. reduce the number of vehicular ingress/egress points on Ronald Reagan Boulevard to one and align it “with the Ridgeview Office Park access;” and
  - b. move the first vehicular ingress/egress point south of Ronald Reagan Boulevard along the west side of Exposition Drive further south to meet the “minimum 175 foot spacing” requirement;
2. The applicant prepare and provide the Town Engineer with a water system modeling report for the proposed development;
3. The applicant comply with the Town’s standards and with Loveland Fire and Rescue Authority’s standards for all improvements; and
4. The applicant address and resolve the “sanitary interceptor sewer” issue downstream of the 2534 development, but upstream of the Low Point Wastewater Treatment Plant, as identified by the Town Engineer, to the Town’s satisfaction prior to final design approval.

**WHEREAS**, on March 4, 2019, the Town Council held a public hearing to consider the application and heard evidence presented by, among others, a representative of the applicant; and

**WHEREAS**, based upon all the evidence received, the Town Council finds that proposed land use change is appropriate and in the best interests of the Town, subject to the following conditions.

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

Section 1. The Land Use Plan contained in the Johnstown Plaza Design Handbook, as approved on February 21, 2018, shall be amended to designate Lot 1, 2534 Subdivision Filing No. 16 as “Area B.2” subject to the following conditions:

1. The Planning and Zoning Commission’s conditions of approval shall be satisfied;
2. Multi-family residential development in Area B.2 shall be subject to the design standards for multi-family residential development set forth in the 2534 Design Guidelines; and
3. The Johnstown Plaza Design Handbook shall be amended to reflect that the 2534 Design Guidelines applies to multi-family residential development in Area B.2.

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

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

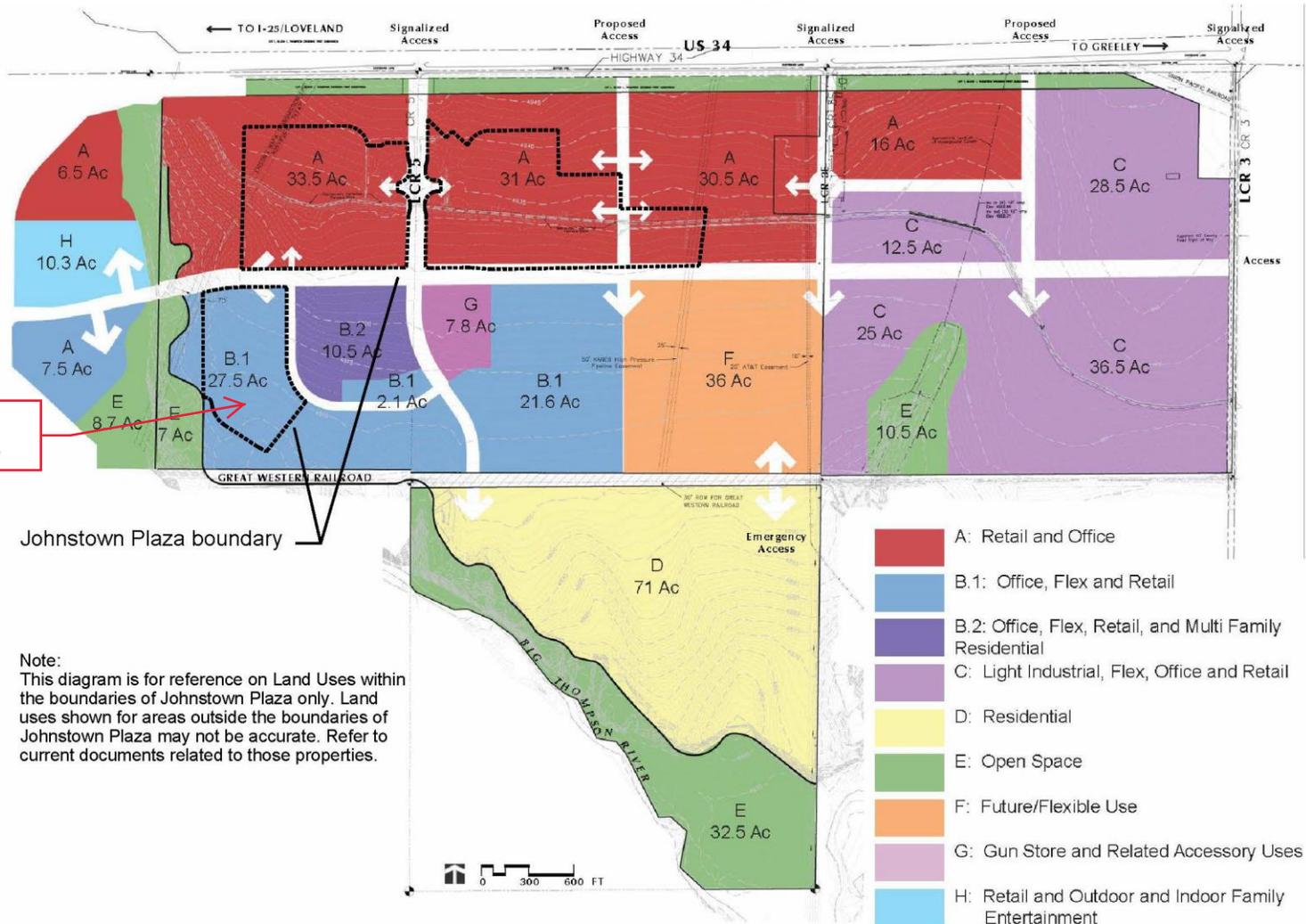
By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Gary Lebsack, Mayor

# **LAND USE MAP**

## PROPOSED LAND USE PLAN for Johnstown Plaza

Proposed Amendment Site



**Note:**  
This diagram is for reference on Land Uses within the boundaries of Johnstown Plaza only. Land uses shown for areas outside the boundaries of Johnstown Plaza may not be accurate. Refer to current documents related to those properties.

**PLANNING AND ZONING  
PACKET**

**AGENDA ITEM 4B**

**PUBLIC HEARING:**

**Amendment to the Johnstown  
Plaza Design Book (Guidelines)**

## AGENDA MEMORANDUM

**TO:** Johnstown Planning and Zoning Commission  
**FROM:**  
**DATE:** For February 13, 2018  
**SUBJECT:** Public Hearing Regarding an Amendment to the Johnstown Plaza Design Book (Guidelines) to Change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-family

### Property Information

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**Applicant:** Johnstown Plaza, LLC

**Owner:** Same

**Location:** South of Ronald Reagan Blvd. and west of

**Property Size:** 11.57±acres

**Comprehensive Plan Designation:** Mixed-Use Commercial

**Current Zoning:** PUD-MU Planned Unit Development – Mixed use

**Current Use(s) of Property:** Vacant

**Surrounding Land Uses/Zoning:**

- North: Ronald Reagan Blvd., Offices, vacant/PUD-MU
- South: Gateway Apartments Phase II; PUD-MU Residential
- East: Gateway Apartments Phase 1, Exposition Dr./PUD-MU –Office, Flex and Retail
- West: 2534 private open space/PUD-MU

**Summary of Application:** The owner of the property, have requested Town approval of an amendment to the Johnstown Plaza Design Book. The amendment would add a Multi-Family Residential, a Principal Use and Residential Accessory use Section, and change the Land Use Plan for the parcel currently designated B.1 Office, Flex, Retail. The applicant proposes to construct approximately 228 apartments, and accessory uses.

**Prior Actions:** In 2016, this property was included in an amendment to the 2534 Design Guidelines to remove the Johnstown Plaza commercial area from the 2534 Design Guidelines. The Johnstown Plaza Design Book was approved in February 2018.

**Existing and Proposed Land Use(s):** The property is presently vacant, and the proposal is for a Multi-Family and accessory uses in the southwest corner of Ronald Reagan Blvd. and Exposition.

**Design Guidelines:** The Johnstown Plaza Design Book applies.

### **Technical Analysis**

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**Relationship to Town Vision and Strategic Plan:** “Ensure a balance of housing types.” The Johnstown Comprehensive Area Plan designates higher density residential development around and outside of commercial areas, to provide a full range of housing opportunities and to provide for a transition to single family residential development. Multi-Family and single family residential were envisioned in the southern portion of the 2534 development.

The overall 2534 development is envisioned by the Town Council as a major contributor to the local economy, with a large proportion of the property designated for retail and the on-going generation of sales tax revenue. The first land use plan amendment for multi-family included a market review and assessment of the economic impact of this change, and offered that the additional residential will generate retail customers and not seriously impact the overall commercial growth or prospective sales tax revenue of the development.

#### **Public Health and Safety Impacts:**

**Access and Traffic:** Primary access to the site will be from Exposition (collector) and Ronald Reagan Blvd. (Arterial). Traffic management and access points are subject to Town Traffic Engineer review and recommendations at Final Site Development Plan, prior to development.

**Utilities:** The property is within the Town’s service area. Sanitary sewer will be treated at the Low Point Wastewater Treatment Plant. Stormwater is to be collected, detained in the private, regional detention facility and then directed towards the Big Thompson River. A stormwater development fee has been paid for the site at time of plat. Due to the change in land use, water and sewer pipe capacities will need to be confirmed.

**Mineral Interests and Operations:** There are no oil/gas wells or production facilities approved for the site.

**Parks and Open Space:** On-site, and adjoining private recreation amenities and landscaped common areas are anticipated. Sidewalk access is required.

**Schools:** The property is located within the Thompson School District. A school bus stop may be needed.

**Architectural Design:** Conceptual design and materials are provided. Final design review will be by the Johnstown Plaza Owners (DRC) and Town Staff (JRC) in accordance with the 2534 Design Guidelines.

**Landscaping:** Landscaping shall comply with Johnstown Landscape Standards and Specifications, and 2534 Design Guidelines.

**Fencing and Screening:** Subject to Final Site Development Plan.

**Lighting and Street Furniture:** Subject to Final Development Plan. Developer must arrange for decorative street lights.

**Signage:** Signage shall conform the Town Sign Code.

**Phasing:** The property will be developed in one or more phases.

**Attachments:** Written request narrative, concept plan.

**Crucial Referral Responses:** None

**Technical Findings:**

- The proposed location was not envisioned for multi-family residential use.
- Due to the change in land use, water and sewer system capacities will need to be confirmed.
  
- **Staff Recommendation:** Staff recommends approval, subject to the condition that water and sewer system capacities will need to be confirmed.

**Planning Commission Action**

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**1. Recommendation:**

“I move that the Commission recommend approval of the Amendment to the Johnstown Plaza Design Book (Guidelines) to Change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-family”;

Or,

**2. Recommendation with Conditions:**

“I move that the Commission recommend approval of the Amendment to the Johnstown Plaza Design Book (Guidelines) to Change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-family with the following condition(s):

- a) \_\_\_\_\_;
- b) Etc.”

Or,

**3. Recommend denial:**

"I move that the Commission recommend denial of the Amendment to the Johnstown Plaza Design Book (Guidelines) to Change the Land Use Designation of Lot 1, 2534 Subdivision Filing No. 16 from B.1 Office, Flex and Retail Uses to B.2 Office, Flex, Retail and Multi-family for the following reasons:

- a) \_\_\_\_\_;
- b) Etc."

# APPLICATION

Town of

# Johnstown

460 S. Parish Ave. Johnstown, CO 80534  
Ph: 970-587-4664 Fax: 970-587-0141

## COMMUNITY DEVELOPMENT APPLICATION

Date: 10/16/2018

Project Name: Johnstown Plaza Apartment Project (Formal name TBD)

Application is for:  Annexation  Zoning  Subdivision  Other (please specify) \_\_\_\_\_

Landowner: Johnstown Plaza LLC

Address: 6917 W. 135th Street, Suite B29, Overland Park, KS 66223

Telephone: 913-499-1926

Authorized Representative: Allen Schlup

Address: 6917 W. 135th Street, Suite B29, Overland Park, KS 66223

Telephone: 913-499-1926 ; Fax Number: 913-499-1913; E-Mail: allen.schlup@adschluplaw.com

### Landowner Authorization:

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as "authorized representative" to represent me/us in all aspects of said process.

Allen Schlup  
Signature of Landowner

\_\_\_\_\_  
Signature of Landowner

STATE OF KANSAS

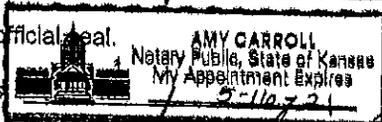
COUNTY OF JOHNSON

)  
)ss  
)

The foregoing application was subscribed and sworn to before me this 15 day of October, A.D., 2018, by Allen Schlup

Witness my hand and official seal.

My commission expires



Amy Carroll  
Notary Public



October 24, 2018

John Franklin  
Town of Johnstown  
450 S Parish Ave.  
Johnstown, CO 80534

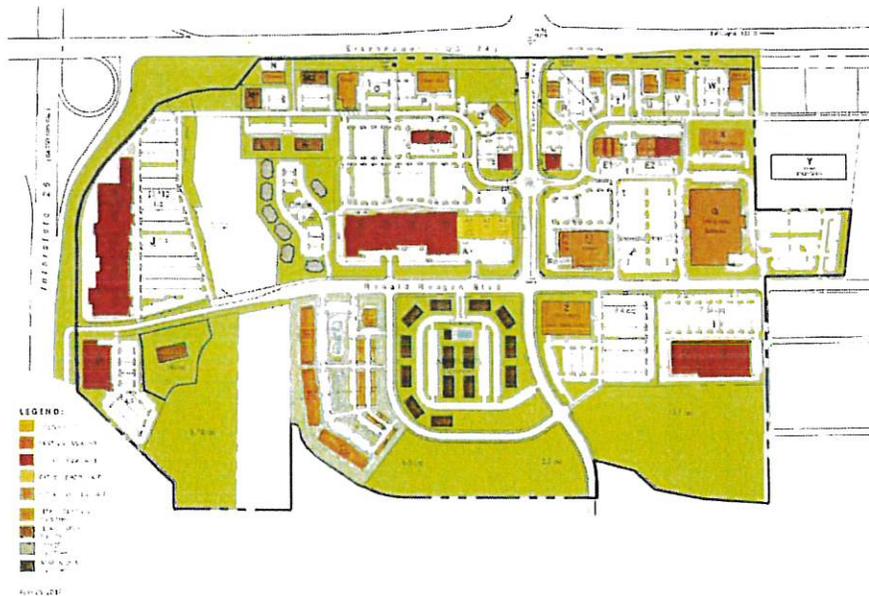
VIA E-MAIL  
[jfranklin@townofjohnstown.com](mailto:jfranklin@townofjohnstown.com)

Re: Johnstown Plaza Apartment Project  
Application for a land use amendment to the 2534 Design

Dear Town of Johnstown,

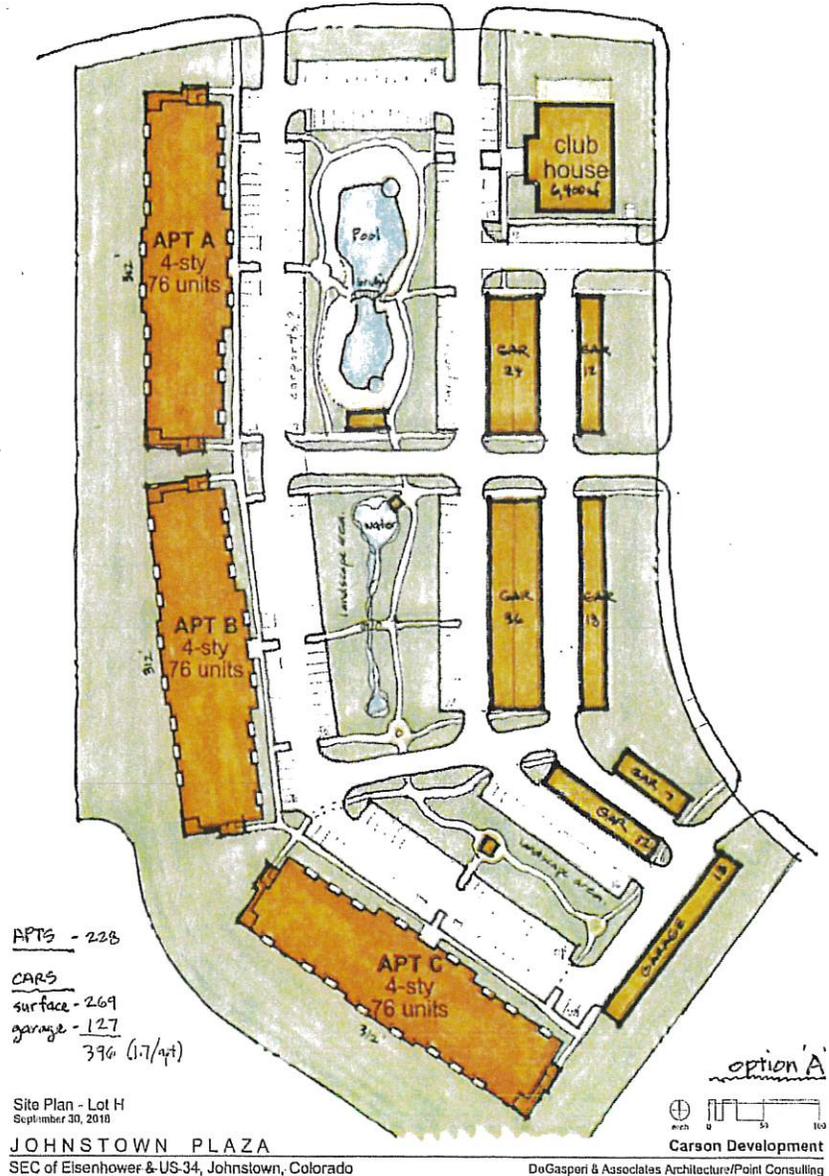
This correspondence is being sent to formally request that the Town of Johnstown approve to re-zone and/or reclassify certain land described below to allow for multi-family apartments to be installed on property that Johnstown Plaza, LLC owns in Johnstown, Colorado.

While the proposed multi-family residential use is allowed under the 2534 Design Guidelines, the use is not specifically permitted on Site. The re-zone would add Multi-Family Dwellings (such as generally herein described and as conceptually depicted on the attached graphics) to the permitted uses allowed under the 2534 Design Guidelines on Site. When the request is approved, Johnstown Plaza desires to proceed rapidly with the design and construction of its proposed upscale apartment community.



Proposed Project

The project itself will encompass construction of three mid-sized multi-family buildings that captures the western range view of the property. We will seek to construct 238 apartment units within these three, four story buildings. We plan to construct the same as shown in the below site plan on our lot "H", a full copy of this site plan is attached to the correspondence for your review:



Our goal with these three buildings is to maximize the number of units that can utilize the view of the front range to spark interest in the apartments. We will focus on the views as well as the interior finishes being A-grade. Prior to our current success in the retail industry, our focus was multi-family and single-family developments. Just to briefly show qualifications and experience in constructing apartments, We are including a Carson Developments recent projects below:

Apartment Project Experience

This project will lineup with our Kansas City shopping center, Corbin Park, in which we are building a multi-family facility including its own 230+ apartments that are currently under construction. We also plan to mirror the finishes and exterior development of both complexes. They both are mixed in with the existing retail and should provide an additional boost to the existing tenants. Elevations are attached to this correspondence that from a preliminary standpoint show the rough elevations of our building we plan to construct. More formal and finalized elevations will be prepared for construction, but we wanted to provide initial drawings for your review. Below are some renderings from our Kansas City development, which again will tie into our Johnstown apartments.

**CORBIN PARK**  
A MULTI-FAMILY DEVELOPMENT  
OVERLAND PARK, KS

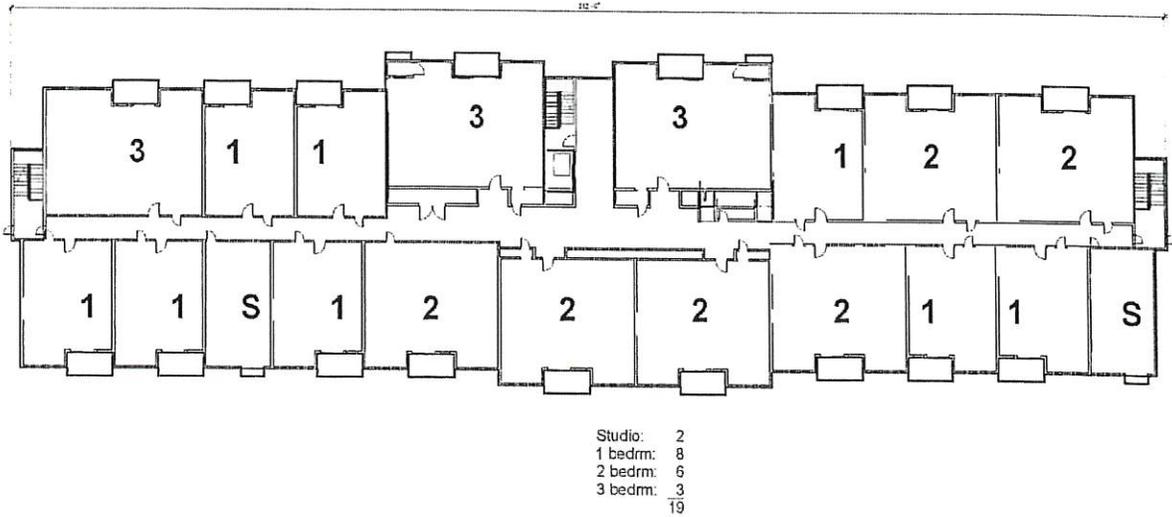


**CORBIN PARK**  
A MULTI-FAMILY DEVELOPMENT  
OVERLAND PARK, KS





The Johnstown Plaza community will contain a mixture of studio, 1-, 2-, and 3-bedroom units in three buildings. All the unit floor plans offer an open-living concept with interiors that include dark wood cabinetry, stainless steel appliances, granite countertops and backsplashes, luxury wood grain flooring, and large kitchen islands. Washers and dryers are also included in each unit.



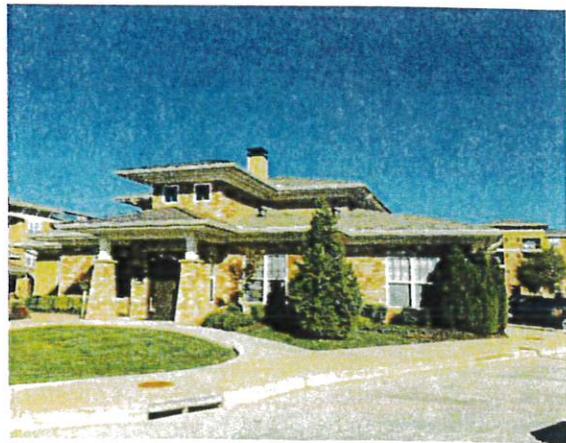
TYPICAL FLOOR - 19  
Section 04-10, 2013 0 11 22

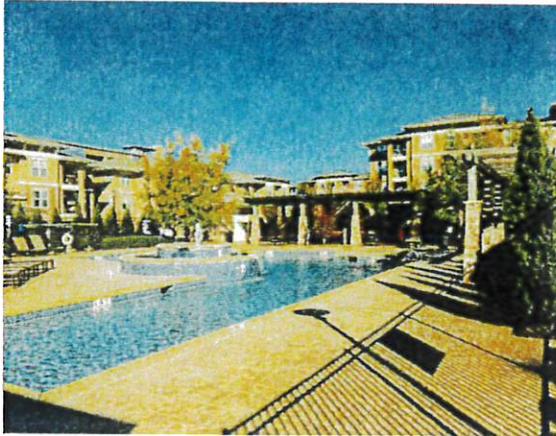
## Johnstown Plaza Apartments

Lot H, Johnstown Plaza, SEC of Eisenhower & US 34, Johnstown, Colorado

Carson Development  
 DeGasperi & Associates Architecture

### Similar Project Example





### Bonds – Metro Districts – Master Association

This property is not within Thompson Crossing Metro Districts, the current 2534 Master Association or the 2534 Design Review Committee. Additionally, this property is not subject to the current bonds that were issued on the retail aspect of this area. This property is free and clear to be developed as the Town and Developer see fit.

### Sewer Analysis

We will continue to determine the sanitary sewer availability and use demands of this project. Findings will be provided to the Town Engineer and Planner for review as soon as it is available. We will be working with Thompson Crossing Metro District and their sewer engineer (Galloway).

We appreciate your willingness to consider this high quality and very beneficial use to the overall 2534 project. We look forward to receiving your feedback and answering any questions that you may have. If you have any questions, feel free to contact me. Thank you.

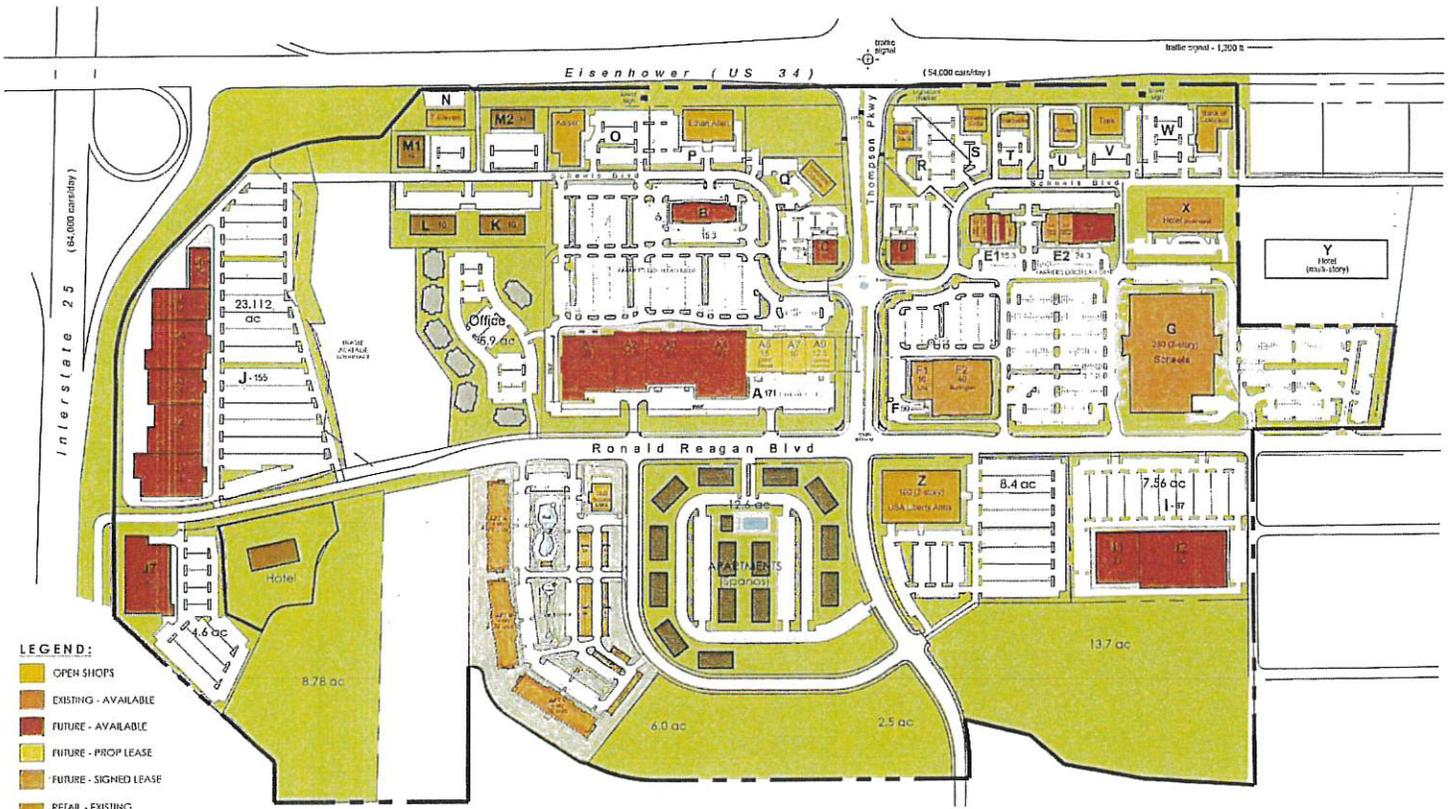
Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Shipton".

Jim Shipton  
[jshipton@pnt-llc.com](mailto:jshipton@pnt-llc.com)

Attachments:

Johnstown Community Development Application  
2534 Masterplan with subject Site identified Conceptual Sketch Plan  
Site Plan Option 'A'  
Elevations  
Floor Plan



- LEGEND:**
- OPEN SHOPS
  - EXISTING - AVAILABLE
  - FUTURE - AVAILABLE
  - FUTURE - PROP LEASE
  - FUTURE - SIGNED LEASE
  - RETAIL - EXISTING (by others)
  - RETAIL - FUTURE (by others)
  - OFFICE (by others)
  - APARTMENTS (by others)

April 28, 2017

**COMENTS BY TOWN STAFF,  
ADVISORS  
AND OUTSIDE AGENCIES**





November 12, 2018

Mr. John Franklin  
Town of Johnstown  
450 S. Parish Avenue  
Johnstown, CO 80534

RE: Johnstown Plaza Pad H  
Amendment to Johnstown Plaza Design Book Land Use Map  
Referral Review  
TTG Job. No. 127-061 (18001183.19)

Dear Mr. Franklin,

We have reviewed the referral package as received electronically from the Town on 10/24/18 for the above referenced Project.

The package as submitted and reviewed consists of the following:

- Land Use Change Application Letter (with attachments), dated 10/24/18, by Point Consulting, LLC
- Community Development Parcel Zoning Application, dated 10/16/18, by Allen Schlup

In addition, we have received directly from Jim Shipton, Point Consulting, LLC (via email) copies of the updated Sanitary Sewer Master Plan (Sanitary Sewer Capacity Exhibit, dated 5/22/17 & Overall Sewer Demand Spreadsheet - dated 5/19/17). We anticipate these two documents were updated by Galloway, as the Thompson Crossing Metro District (TCMD) engineer. Mr. Shipton also included a copy of a 3/31/16 letter we authored regarding downstream sewer capacity during considerations for the Spanos II (Gateway II) Apartments development.

We have the following comments:

**GENERAL COMMENTS:**

**1. Site Location:**

The site proposed for rezoning consists of 11.5 acres of Schlup property located at the southwest quadrant of the intersection of Ronald Regan Blvd. and Exposition Drive, in the 2534 development area. The Spanos Phase I Apartments are located just east (across Exposition Drive) from the subject parcel. The Spanos Phase II (Gateway II) Apartments site is located to the east / south-east of the subject parcel.

The subject parcel currently appears to be planned within the 2534 documents as commercial property. The proposal is to rezone the parcel to allow multi-family development (with a projected apartment complex of 238 units).

**2. Public Water:**

- a. Based upon the projection of 238 apartments, and using the Town water demand planning standards, the domestic water demands of the proposed development would be anticipated to be approximately: 57 gpm average day demand, 114 gpm peak day demand, and 172 gpm peak hour demand. We do not have on hand information on what domestic water demand "allowance" may have been projected for this parcel during the 2534 water system planning. However, based on the projected sanitary demand allowance for the site (see subsequent comments below under sanitary sewer), the anticipated average day water demand site under the commercial zoning would appear to be approximately 11 gpm. Rezoning to multi-family (with 238 apartments) apparently would increase the site's average day demand by 46 gpm+/- . This equates to an increased demand equal to approximately 1% of the current Johnstown Water Plant capacity - which we would not anticipate being a problem.
- b. A utility water system modeling report for the proposed development has not been prepared and submitted at this time. Such an analysis will be necessary as part of the on-site development planning if the proposed multi-family development were to move ahead (if the rezoning is approved). The analysis would need to look at both domestic and fire demands for the site, and their impact on both the on-site and the surrounding water system supply and resulting system pressures. In the interim, the Town may wish to request that the TCMD (their engineer) review and comment on whether they anticipate the master planned 2534 water system (capacity and pressures) will be impacted adversely by the proposed land use change. (Our anticipation is that it would not be).
- c. The site is within the Loveland Fire and Rescue Authority (LFRA) service area of the Town. Carie Dann, Deputy Fire Marshal with LFRA, may wish to provide comment on anticipated Fire protection and Life Safety access considerations for this proposed development (if the rezoning were to occur).

**3. Public Sanitary:**

The existing site, under the current commercial zoning and using TCMD/Galloway projections of 80 gallons/person/day (gpcd) and 2.5 peaking factor (PF) and infiltration/inflow (I/I) allowance, is projected to generate approximately 28 gpm total peak sanitary flow. The TCMD/Galloway projection for the Multi-Family zoning development with 238 apartments (using the same 80 gpcd, 2.5 peaking factor and I/I allowances) is approximately 91 gpm total peak flow. Using the Town's standard capacity projection factor of 100 gpcd, with PF=2.5 and I/I allowance, the estimated peak flow would be approximately 107 gpm.

- a. Low Point Wastewater Treatment Plant (LPWWTP) Capacity Considerations:  
The LPWWTP currently is operating at approximately 50% to 60% of its current Colorado Department of Public Health and Environment (CDPHE) permitted 0.5 million gallons per day (MGD) (347 gpm) and 1000 pounds per day (lbs/day) capacity. Based on permitted capacity considerations, capacity at the LPWWTP currently appears available for development of the parcel under either the current commercial zoning or under the proposed multi-family development. However, under the multi-family scenario, the additional loadings may place the LPWWTP very near 80% flow capacity of the plant. Once the plant reaches 80% of its current permitted capacity, CDPHE guidelines will require the Town to begin planning and design for expansion of the treatment plant.



b. Sanitary Sewer Collection System Considerations:

**Internal 2534 Sewers:** The proposed multi-family development (238 apartments) is projected to generate approximately 63 - 79 gpm more peak flow than was master planned for development under the current commercial zoning. The TCMD/Galloway 5/22/17 Sewer Capacity Exhibit indicates the internal 2534 sewer system should have adequate capacity to accommodate the increased flow.

**Sanitary Interceptor Sewer Between 2534 Area and LPWWTP:** The sanitary sewer system downstream of the 2534 development area contains a section of 15" diameter sewer main laid at 0.18% slope. This approximately 2074-foot-long section is the capacity limiting section of main between the 2534 development area and the LPWWTP. The 3/31/16 capacity analysis (which included the Schlup parcel developed at the commercial zoning) indicated that at the master planned buildout this bottleneck section of sewer essentially would be maxed out and would not have sufficient capacity to accommodate the increase in flow from the Schlup parcel with the proposed multi-family development. A potential resolution would be to eliminate this bottleneck by replacing the section of 15" main at 0.18% section of main with a new 18" main (which at the same 0.18% slope would increase the peak capacity from 2750 gpm +/- flowing at 50% full to 3250 gpm +/- flowing totally full.

**NOTE:** The sewer capacity projections/limitations discussed above are based on projected master planned sewer demand at buildout of parcels tributary to the subject sewer line. The average daily flow to the LPWWTP currently is around 175 - 200 gpm (daily average). Thus, at the current time, the sewer bottleneck location has sufficient capacity to accommodate the proposed rezoned Schlup parcel with the 238 apartments. Depending upon timing of development and buildout of the tributary property, and how that property develops (e.g. at lessor or greater use density than projected in the master plan, and with greater or lessor infiltration/inflow than included in the master planning projections), it could be many years into the future before the actual flows exceed the current bottleneck location capacity.

4. **Stormwater:**

The site drainage was planned for under the 2534 master drainage planning to drain ultimately to the 2534 Regional Water Quality-Stormwater Detention Pond 2000. The site falls within Basin 221 of the 2534 area and was master planned at 85% imperviousness. Whether the site is developed under the current commercial zoning, or the proposed Multi-Family rezoning, as long as the overall site imperviousness is 85% or less, the site's developed storm water runoff should be within the master planned allowances.

5. **Site Access:**

- a. At this point in planning, location of proposed site access locations is not fixed. However, the conceptual layout included in the 10-24-18 Application Letter suggests two drive connections to Ronald Reagan Drive (to the north) and one drive connection to Exposition Drive (to the east). Comments from the Town's Transportation/Traffic Engineer (Charles Buck, FHU) may be warranted.



## **RECOMMENDATION**

We have noted and discussed above issues related to the Public Water System and the Public Sanitary Sewer System. These issues should be considered and addressed to the as the Town considers the proposed amendment to the Johnstown Plaza Design Book Land Use Map (specifically to allow the proposed multi-family development of the Schlup parcel). If/once the issues noted are addressed to the Town's satisfaction, then we would have no Town Engineering objection to the proposed rezoning. If the requested rezoning ultimately is approved, before proposed development of the site begins, appropriate detailed engineering documentation will need to be prepared and submitted for subsequent Town Engineering review and approvals.

If there are any questions regarding any of our comments, or if further clarification is desired, please contact us.

Sincerely,

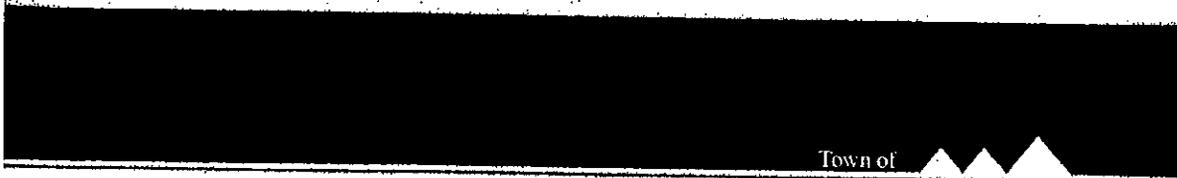
TTG, as Town Engineer for Johnstown



Gregory A. Weeks, PE, LEED ® AP  
As Town Engineer, Town of Johnstown, CO.

cc: Jim Shipton, Point Consulting, LLC (via email)  
Robert Van Uffelen, Galloway (via email)  
Carle Dann, LFRA (via email)  
Charles Buck, FHU (via email)





Town of

# Johnstown

Planning and Zoning Department  
450 S. Parish Ave. Johnstown, CO 80534  
(970) 587-4664; Fax (970) 587-0141  
[www.townofjohnstown.com](http://www.townofjohnstown.com)

**DATE:** *October 24, 2018*

## REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

**Project:** *Amendment to Johnstown Plaza Design Book Land Use Map to add Multi-family.*

**Location:** *Johnstown Plaza Pad H, located South of Ronald Reagan Blvd. and West of Exposition Drive*

**Applicant:** *Carson Development*

**Project Contact:** *Jim Shipton, Point Consulting, LLC*

**Please reply by:** *November 21, 2018*

**Tentative Planning and Zoning Commission Hearing:** *December 12, 2018*

**Planner:** John Franklin     [jfranklin@townofjohnstown.com](mailto:jfranklin@townofjohnstown.com)

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

We have reviewed the request and find no conflicts with our interests.  
Please see the attached letter.

Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*11/20/18*

Agency: \_\_\_\_\_

*FHU*



## MEMORANDUM

**TO:** John Franklin  
**FROM:** Charles M. Buck, P.E., PTOE  
**DATE:** November 20, 2018  
**SUBJECT:** Traffic and Transportation Review  
Johnstown Plaza Pad H – Amendment to Johnstown Plaza Design Book Land Use Map  
FHU Reference No. 199201-01

I have reviewed the submittal materials provided for Johnstown Plaza Pad H. This site is located along the south side of Ronald Reagan Boulevard west of Exposition Drive. 238 residential apartments are proposed. This site is within the area designated Office/Flex/Retail in the recorded traffic study for 2534. No updated traffic studies or traffic engineering documents were provided in the submittal materials. I have, however, reviewed the materials that were provided from the perspective of traffic and transportation engineering, but not general civil or utility engineering. I have the following comments:

- I have no objection to the proposed apartments. My calculations indicate that the residential uses would generate substantially less traffic than what could be developed under the Office/Flex/Retail designation. The proposed land use is compatible with the existing adjacent Gateway residential development.
- The site plan concept shows two accesses to Ronald Reagan Boulevard and three accesses to Exposition Drive. This access plan is unacceptable as follows:
  - Ronald Reagan Boulevard is a collector roadway. Per Johnstown Standards, a minimum separation of 175 is required between accesses and intersections. There is only 300 feet between the existing Ridgeview Office Park access (on the north side of Ronald Reagan) and Exposition Drive. Only one access to Ronald Reagan will be allowed, and this access must align with the Ridgeview Office Park access.
  - Exposition Drive is also a collector roadway with the same 175-foot spacing limitation. Based on the site plan concept, the center access is too close to the northernmost access (the spacing is about 160 feet as measured on the site plan). This access should be moved south about 15 feet. Alternatively, a variance from Town standards may be requested. Any variance submitted should include justification based on traffic safety and operations.

The above comments constitute my review. Please call if you have any questions or if you need additional information.

**FINAL LANDSCAPE & ARCHITECTURAL PLAN REVIEW FOR:**

**JOHNSTOWN PLAZA AMENDED LAND USE PLAN**

**LOCATED: PAD H, SOUTH OF RONALD REAGAN BLVD., WEST OF EXPOSITION DRIVE**

RGA has reviewed the 10-24-18 submittal materials and project narrative for compliance to Johnstown's general landscaping and site development criteria for the proposed Multifamily rezoning request.

**General Comments**

1. Consulting staff supports the requested rezoning to add Multifamily to the existing Johnstown Plaza Office/Flex/Retail zoning classification. The proposed apartment use compliments the existing higher density residential use (Apartments) mid-block between the drainage feature to the west and additional retail east of Thompson Parkway.

**Future Site Planning Comments**

1. Meet all required landscape buffers along Ronald Reagan Blvd. and Exposition Drive per the applicable PUD standards.
2. Coordinate with the town's Traffic Engineer regarding permitted driveway cuts and spacing along Ronald Reagan Blvd and Exposition Drive.
3. Take cues from the adjacent Gateway at 2534 Apartments and incorporate low water vegetation/xeriscape design patterns along Exposition Drive.
4. Internally focused ponds or drainage features should be designed to connect to regional detention systems.
5. Provide native shrubs, bushes, and seed mixtures to blend the west side open space areas to compliment natural vegetation adjacent drainage features.
6. Architectural themes and materials should complement the adjacent Gateway at 2534 Apartments.
7. For garage units backing Exposition Drive, provide additional façade detailing and landscaping to soften blank wall views.
8. Coordinate with the Town Planner on required parking counts.



410 E. 5th Street      phone 970.962.2471  
Loveland, CO 80537      fax 970.962.2922

TO:            John Franklin, Town Planner, Town of Johnstown, Colorado

FROM:        Carle Dann, Deputy Fire Marshal, Loveland Fire Rescue Authority, phone  
970.962.2518, email [carle.dann@cityofloveland.org](mailto:carle.dann@cityofloveland.org)

RE:            Johnstown Plaza Apartment Project – Application for a land-use amendment to 2534  
design

CC:            Greg Weeks, Town Engineer, Town of Johnstown, Colorado

DATE:        November 8, 2018

*These comments pertain to a request to rezone property in the "2534" of Johnstown to add multi-family dwellings to permitted uses allowed under the 2534 design guidelines on site. The project name was submitted as "Johnstown Plaza Apartments" but a formal name will be determined. The Option A drawing proposed shows three R-2 occupancy buildings, detached garage structures and a clubhouse.*

*The development is located in the Loveland Fire Rescue Authority jurisdiction.*

*Loveland Fire Rescue Authority has no concerns regarding the rezoning or reclassifying of approved uses, so that an apartment complex can be designed and constructed.*

*PLEASE NOTE: LFRA will provide specific Fire Code requirements for emergency vehicle access, fire protection and addressing, if/when the rezoning request is approved and plans are formally submitted.*

**LETTERS FROM  
THOMPSON CROSSING  
METRO DISTRICT # 1 & 2**

# Thompson Crossing Metro District No.2

27154 County Rd 13

Johnstown, CO 80534

ph: (970) 669-1463 fax: (970) 669-0593

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March 6, 2019

Town of Johnstown Town Council  
c/o Mr. Matt LeCerf, Town Manager  
450 S. Parish Avenue  
Johnstown, CO 80534

Honorable Mayor and Council;

As a creditor and Board Member of Thompson Crossing Metro District No. 2 (TCMD2), a bond holder for the Johnstown Plaza Metro District (JPMD), and signatory to the Exclusion Agreement (which the Town acknowledges exists), I would request that this letter be entered into the record of the Public Hearing for the amendment to the Johnstown Plaza Design Book Guidelines Proposed Land Use Plan Lot 1 from B1 to B2 (from commercial to multi-family residential).

While I have no particular issue with land use changes in general and I certainly have no issue with multi-family as a use at 2534, this particular proposal violates the basis of the Exclusion Agreement that myself as both a creditor and Board Member of TCMD2 relied upon to reach an agreement to exclude properties from the TCMD2 taxing district. While there may be others, there are two main issues with this proposed change that are directly related to District financing:

1. There have not been any updated projections provided to TCMD2 to compare tax revenues for the proposed use with those originally used as a basis for the Exclusion Agreement. The Resolution approving the exclusion from TCMD2 states "WHEREAS, based upon the Petition, the Service Plan for the District, and such other evidence as was presented to the Board and made part of the record in this proceeding...". While the type of land use is not specifically mentioned in the Exclusion Agreement, it is the basis for the bond repayment calculations and therefore the very foundation of the entire document. As part of the Exclusion Agreement the mill levy is capped at 10 mills for commercially assessed land for all of the excluded parcels. If the land use is changed from commercial to residential, the assessed value of the property will drop from 29% to 7.2% and will continue to drop in the future due to the Gallagher Amendment. With a drastically reduced assessment, the "Gallagher effect" and a capped mill levy, the tax revenue projections may not be sufficient to service the debt as established under the Agreement. Unilaterally lowering the tax revenues available to service

the debt, even with Town approval, may constitute a breach of the terms and intent of the Exclusion Agreement.

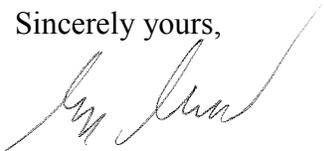
2. An after-the-fact land use change could deprive TCMD2 of future tax revenues. This is an important distinction from developer competition because under certain market conditions a change of use from what it was at the time of exclusion as represented to TCMD2 for the purposes of the debt repayment calculations for approval of the exclusion could permanently deprive TCMD2 of tax revenues that would be unjustly shifted to JPMD.

The Exclusion Agreement was negotiated over several months and every detail was debated and carefully drafted to protect the taxpayers and creditors in TCMD2 from the loss of potential tax income from the excluded properties. This exclusion process was initiated by Carson Development and requested by the Town. The Town mediated our negotiations through its outside counsel because it stands to receive a significant financial benefit for many years. Any unilateral change to the Agreement, or to the terms that were relied upon to approve it, by JPMD, Carson Development, or the Town, or with the approval of the Town, may be viewed as a breach of the conditions of approval for exclusion and will be opposed by TCMD2 and its creditors.

In an effort to find a fair and equitable resolution, I would respectfully request that the Town, in acknowledging its financial interest and role in mediating the negotiations for the exclusion of TCMD2 properties, refer JPMD back to TCMD2 to negotiate an amendment to the Exclusion Agreement that sufficiently protects the creditors and taxpayers of TCMD2 before the Town Council continues the hearing for this land use change.

Thank you for your careful consideration of these facts as you decide how to proceed.

Sincerely yours,



Gary Gerrard  
President, TCMD 2

Town of

Johnstown

Planning and Zoning Department  
450 S. Parish Ave. Johnstown, CO 80534  
(970) 587-4664; Fax (970) 587-0141  
[www.townofjohnstown.com](http://www.townofjohnstown.com)

DATE: *October 24, 2018*

## REFERRAL OF APPLICATION

The Town of Johnstown has received the following application for review:

**Project:** *Amendment to Johnstown Plaza Design Book Land Use Map to add Multi-family.*

**Location:** *Johnstown Plaza Pad H, located South of Ronald Reagan Blvd. and West of Exposition Drive*

**Applicant:** *Carson Development*

**Project Contact:** *Jim Shipton, Point Consulting, LLC*

**Please reply by:** *November 21, 2018*

**Tentative Planning and Zoning Commission Hearing:** *December 12, 2018*

**Planner:** John Franklin      [jfranklin@townofjohnstown.com](mailto:jfranklin@townofjohnstown.com)

This application is submitted to you for review. Any comments or recommendations you consider relevant to this request would be appreciated. Please reply by the above listed date so that we may include your comments with others. If additional documentation is required, please advise us as soon as possible.

- We have reviewed the request and find no conflicts with our interests.
- Please see the attached letter.
- Comments:

Signature: \_\_\_\_\_ Date: 11/21/18

Agency: THOMPSON CROSSING MIXED DISTRICT No. 1 & No. 2

*Thompson Crossing Metro District No.1 & 2*

27154 County Road 13  
Johnstown, CO 80534  
ph: (970) 669-1463 fax: (970) 669-0593

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November 21, 2018

John Franklin  
Johnstown Town Planner  
450 S. Parish Avenue  
Johnstown, CO 80534

RE: Referral of Amendment to Johnstown Plaza Pad H

John,

Thank you for referring the proposed Amendment to Johnstown Plaza Pad H to add multi-family to Thompson Crossing Metro District No. 1 and 2. Thompson Crossing Metro District No. 2's primary concern is that this change constitutes a departure from what was represented in the Exclusion Agreement between the District and Johnstown Plaza. The Agreement allocated a portion of the existing District debt on the property to the Johnstown Plaza property that was excluded and as an alternative to requiring a cash payment to be made to pay off that portion of the debt, the creditors to the District allowed that portion to be financed with long term limited tax general obligation bonds. The Financing Plan for these bonds was done assuming 100% of the excluded property would be assessed at commercial rates. District No. 2 is obligated to protect its creditors and must object to anything that would limit the revenue stream used to pay off the bonds. The District has not been provided any revised projections showing the effects of changing Pad H to residential and therefore must object to the proposed change in use.

Again, the excluded property was all planned as commercial use, had it been presented otherwise provisions for expanding infrastructure within District No. 2 could have been made a part of the Exclusion Agreement.

As you are aware, there is concern regarding adequate sanitary sewer capacity. The District has completed some additional engineering analysis and is prepared to discuss its findings with the Town and Johnstown Plaza. We have offered to meet with Greg Weeks and Jim Shipton but have been unable to set up a meeting as of this date.

According to the Low Point Wastewater Service Intergovernmental Agreement dated November 18, 2002, Article 7.1.1; "...Johnstown may use elements of the District Infrastructure to serve property now in Johnstown, but outside of the Districts. No such use shall be initiated or continued except under conditions which ensure that ...(ii) such

service does not render District Infrastructure being used for such service unable to serve all lands within the District to full development.” According to the sewer study used to design the District Infrastructure (based on 250 gallons per day per SFE), there is currently not sufficient capacity reserved in the 15” main to serve Thompson Crossing II without rendering District Infrastructure unable to serve all lands within the Districts to full development which includes Johnstown Plaza. Neither the District nor properties within the Districts will be responsible for future expansion of the Infrastructure due to Thompson Crossing II’s connection to the 15” main.

Best Regards,



Nathan Gerrard  
District Manager  
Thompson Crossing Metro District No. 1 & 2

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**AGENDA ITEM 10B**

**PUBLIC HEARING**

**VISTA COMMONS**

**(Preliminary Subdivision Plat and  
Preliminary Subdivision Development Plan)**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** March 18, 2019

**ITEM NUMBER:** 10B

**SUBJECT:** Vista Commons PUD – Preliminary Development Plan (PDP) and Preliminary Plat (PP)

**ACTION PROPOSED:** Consider and Approve Vista Commons PUD – PDP and PP

**ATTACHMENTS:**

1. Preliminary Development Plan,
2. Preliminary Subdivision Plan,
3. Planning and Zoning Commission Agenda Memorandum
4. Planning and Zoning December 12, 2018 Minutes

**PRESENTED BY:** Matt LeCerf, Interim Town Manager

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### AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is request for approval of a preliminary site development plan and preliminary subdivision plat for single-family development, and mixed-use tracts for multi-family/retail/office/institutional/commercial/hospitality and business tech park uses. Woven within the mixture of land uses will be open space/detention areas and pocket parks with connecting sidewalks, trail systems and landscaping.

**Prior Actions:** The property was annexed and zoned PUD-MU in 2000 as the Pratt Technology Campus Annexation. Special Provisions in the Annexation Agreement provides for reimbursement to the Town for a portion of the Town’s cost to install the Gateway water main, and Phase 1 sanitary sewer. An Outline Development Plan (ODP) and special provisions were part of the approved annexation and zoning.

**Preliminary Site Development Plan Analysis:** The PDP depicts a cohesive development plan and standards for a total of 149.0 acres and is generally portioned between 45.8 acres of mix-use commercial/business uses, 20.8 acres of mixed-use multi-family/retail/office uses, 30.7 acres of single-family dwellings (5.16 D.U./Ac.), 29.7 acres of open space, and 22.0 acres of street ROW dedications.

The residential make-up of this development will consist of 115 single family dwelling units (from 6,000 to over 7,000 square feet in area), 36 attached single-family units on 5.67 acres at a density of approximately 6 units per acre, and 360 multi-family units at a density of 14 units per acre. Multi-family may be integrated with commercial uses based on market conditions. A full development review process and project vetting was completed, and findings were brought before the Planning and Zoning Commission for recommendations to Town Council.

**Preliminary Plat Analysis:** The coinciding preliminary plat dedicates lots and tracts associated with the project's proposed distribution of land uses. The development review process identified the following items to be resolved or addressed at the time of final plat presentation:

1. The property is annexed and zoned for residential, commercial and employment development.
2. The preliminary site development plan is generally consistent with the Pratt Property Outline Development Plan, as amended.
3. The existing Town water system serving the property may not have sufficient capacity at buildout of the development to meet the property's fire flow requirements. Additional storage and pumping capacity may be required. Additional water rights may also be required for buildout. With each final subdivision application a raw water demand study and water system analysis must be provided. As a variance to standards due to the AT&T easement, lots along Street 'E' may be served from the rear.
4. Sufficient capacity in the current interceptor sewer system does not appear to exist to serve the planned uses at buildout. Improvements, by other developments, to the downstream system may occur in the near future. With each final subdivision a capacity analysis must be provided.
5. The proposed street classifications are acceptable, subject to further design review, including requested variances.
6. Access to Hwy 60 is subject to the Access Control Plan and CDOT approval.

**LEGAL ADVICE:** N/A

**FINANCIAL ADVICE:** N/A

**RECOMMENDED ACTION:** The Planning and Zoning Commission recommended to the Town Council approval of the Vista Commons PUD Preliminary Development Plan and Preliminary Plat at their December 12, 2018 meeting with the following staff conditions:

- 
1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies including CDOT, Johnstown Fire District and RE- 5J School District shall be resolved or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council with the Final Plat(s) for consideration.
  2. Variances to standards shall follow the recommendations of the Town Engineer and Traffic Engineer. The collector street parking variance will be considered for the adjoining multi-family if adequate off-street parking for commercial uses is provided and sightlines on the curved road are sufficient.
  3. Street names for the overall property shall be provided by the developer for Town approval with first final plat.
- 

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the Vista Commons PUD Preliminary Development Plan and Preliminary Plat (as submitted with recommended conditions, and or subject to the following additional conditions...).

**For Denial:** I move to deny approval of the Vista Commons PUD Preliminary Development Plan and Preliminary Plat (for the following reasons...).

---

**Reviewed and Approved for Presentation:**

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Town Manager

\*PUBLIC HEARING PROCEDURE –Vista Commons PUD – Preliminary Development Plan and Preliminary Subdivision Plat.

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 Preliminary Development Plan and Preliminary Subdivision Plat.
  - b. Ask to hear from anyone who opposes the Preliminary Development Plan and Preliminary Subdivision Plat.
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.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

For Approval:

(I move to approve the Vista Commons PUD Preliminary Development Plan and Preliminary Plat (as submitted with recommended conditions and or subject to the following additional conditions...)

For Denial:

(I move to deny approval of the Vista Commons PUD Preliminary Development Plan and Preliminary Plat (for the following reasons...)

# **APPLICATION**

Town of

Johnstown

450 S. Parish Ave. Johnstown, CO 80534  
Ph: 970-587-4664 Fax: 970-587-0141

**COMMUNITY DEVELOPMENT APPLICATION**

Date: 2018.10.12

Project Name: VISTA COMMONS (PRATT PROPERTY)

Application is for:  Annexation  Zoning  Subdivision  Other (please specify) PDP & PRELIM. PLAT

Landowner: GEORGE SEWARD

Address: NE CORNER OF I-25 & SH-60, JOHNSTOWN, COLORADO

Telephone: 970.597.0160

Authorized Representative: JOSH McCARN - THE FRONTERRA GROUP (TFG DESIGN, LLC)

Address: 138 E 4TH STREET, NO. 1, LOVELAND, COLORADO 80538

Telephone: 970.669.3737 ; Fax Number: \_\_\_\_\_ ; E-Mail: JOSH@TFGDESIGN.COM

**Landowner Authorization:**

The undersigned affirms ownership of the property pertaining to this application, and hereby applies to the Town of Johnstown, Colorado for the above indicated development review process, and authorizes the individual or company stated as ""authorized representative"" to represent me/us in all aspects of said process.

\_\_\_\_\_  
Signature of Landowner

\_\_\_\_\_  
Signature of Landowner

STATE OF COLORADO     )  
  )ss  
COUNTY OF                    )

The foregoing application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
\_\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# **PLANNING AND ZONING INFORMATION**

## AGENDA MEMORANDUM

**TO:** Johnstown Planning and Zoning Commission  
**FROM:** John Franklin, Town Planner  
**DATE:** For December 12, 2018  
**SUBJECT:** Preliminary Plat and Preliminary Site Development Plan – Vista Commons PUD

### PROPERTY DATA:

**Applicant:** Vista Ag, LLC

**Owner(s):** Same

**Location:** North of Hwy 60 and west of High Plains Blvd.

**Property Size:** 149± acres

**Current Zoning/Land Use(s):** PUD- MU Planned Unit Development – Mixed Use

### Surrounding Zoning/Current Land Use:

North: Great Plains PUD/ agriculture

South: Johnstown Commercial PUD/State Hwy 60, agriculture

East: High Plains Blvd., SF-1 Rocksbury Ridge / single family residential

West: Gateway PUD, I-25 east frontage road, commercial

**Comprehensive Plan Designation:** Gateway Center: Commercial, Employment, Residential

**Summary of Application:** This is a request for approval of a preliminary subdivision plat and preliminary site development plan for commercial, employment and mixed density residential, with private neighborhood parks, open space and trails.

The plan envisions a 14.2 acre commercial center, and 22.9 acres of mixed use including multi-family, retail and office uses. A 13.4-acre business/tech park, and 17.2 acre commercial/light industrial are proposed. Private open space constitutes approximately 36.3 acres (24%).

115 single family lots are planned, which range in size from 6000 sf. to over 7000 sf in area. Minimum dwelling size is not proposed – the Town-wide Guidelines call for 1400 sf minimum. 36 attached single family units are proposed on 5.67 acres at a density of approximately 6 units per acre. 360

multi-family units are proposed at a density of 14 units per acre. Multi-family may be integrated with commercial uses.

**Prior Actions:** The property was annexed and zoned PUD-MU in 2000 as the Pratt Technology Campus Annexation. Special Provisions in the Annexation Agreement provides for reimbursement to the Town for a portion of the Town's cost to install the Gateway water main, and Phase 1 sanitary sewer. An Outline Development Plan (ODP) and special provisions were part of the approved annexation and zoning.

A Water and Sewer Service Agreement was approved in 2001, based upon the estimated demand of a commercial and light industrial development. In 2011 and again in 2016 the Synergy wells and tank battery were approved with the requirement for evergreen trees and berm screening.

In 2017 the Comprehensive Plan Land Use Map, and the ODP (copy attached) were amended to include residential uses.

### **Technical Analysis**

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**Relationship to Town Vision and Strategic Plan:** The community envisions opportunities for commercial, employment and a range of housing opportunities. The community values many parks, areas of open space, and a network of connecting trails and paths, and recreation opportunities for all ages.

**Public Health and Safety Impacts:** Major roadways, and oil and gas development and transmission pipelines on or adjoining the property should, and appear to, have appropriate separation and/or screening from development.

**Water:** The 20" Gateway water main runs through the northern part of the property. A 12" water main is located in High Plains Blvd. Water mains will be sized and looped to provide adequate pressure and redundancy. Non-potable irrigation directly from a ditch is not proposed at this time.

**Sanitary sewer:** The property is located in the Central Wastewater Treatment Plant service area, within a gravity sewer sub-basin served by the North Gateway Interceptor. The Gateway interceptor is planned to extend to the Central Wastewater Treatment Plant, but currently the interceptor main

extends only to Colorado Blvd. A temporary lift station then connects the Gateway Interceptor to the West Side Sewer. The addition of residential units to the land use plan may affect the capacity of the Gateway Interceptor Sewer and temporary lift station. The capacity of the West Side Sewer is affected by the temporary flows from the Clearview Interceptor and Lift Station.

**Stormwater:** The property is within the two drainage sub-basins, and consequently there are two private, sub-basin stormwater detention ponds proposed in the northeast and southeast corner of the property. The detained runoff will be released at historic rate. A Stormwater Development Fee of \$1100 per acre will be due with each final plat.

**Traffic, access and streets:** Primary access is planned from State Highway 60 by way of the relocated East I-25 Frontage Road and by High Plains Blvd. Access to Hwy 60 is subject to a Colorado Department of Transportation (CDOT) Access Permit. Traffic signals are planned on Hwy 60 at the relocated East Frontage Road and High Plains Blvd., subject to CDOT approval. The developer will be responsible to install a signal if immediately warranted, or for a proportionate share of signal costs for the future signals. The Town's Traffic Engineer has reviewed the preliminary traffic study – comments are included. Collector and local streets shall conform to Town standards. According to CDOT (see comments) the Hwy 60 Access Control Plan identifies the Major Collector access to Hwy 60 as restricted.

**Mineral Interests and Operations:** Mineral interests are owned by Anadarko Petroleum Corporation and K.P. Kauffman Company, Inc. There are no known surface use agreements regarding drilling operations which would affect the property.

A liquid petroleum pipeline (Kanab) extends north and south through the middle of the property. An open space buffer is proposed over and to each side of the pipeline. The pipeline company will need to grant approval of utility and street crossings and any improvements within their right of way.

**Fiber-Optic Conduit:** An AT&T communication line runs north-south through the property. The Developer will need AT&T approval of crossings of the line.

**Parks and Open Space:** Private parks, open space and trails are proposed. An internal trails system is proposed and will be maintained as private open space, with connections where available to nearby local and regional trails.

**Schools:** The property is within the RE5-J School District. No school site is proposed. Unless a site is dedicated, a cash-in lieu of school site dedication will be due with building permits. The developer will need to work with the School District to provide bus stops as needed.

**Design standards:** The proposed preliminary plan includes design standards for each land use element and common elements such as landmark and entry signs.

**Landscaping:** A considerable amount of native grass is proposed, and is subject to more detail review. The highly visible arterial corridors will have irrigated lawn and trees/shrubs. Landscaping shall comply with Johnstown Landscape Standards and Specifications.

**Fencing and Screening:** Noted in the Plan. The fencing is consistent with Town-wide design Guidelines and features a 6' perimeter fence with masonry column at 100' spacing, and rail fence along open space.

**Lighting:** Decorative parks and trails lighting and signage is recommended.

**Street Furniture:** Noted in the Plan

**Signage:** A major, landmark-style entry signage is proposed near the Interchange. Entry signs are also proposed.

**Phasing:** A general development phasing plan is proposed. Each specific phase will be evaluated for operational function at time of final plat.

**Metropolitan Districts:** The developer intends to seek Town approval of a metropolitan district to finance infrastructure. The Town has a model metropolitan district service plan.

**Attachments:** Application, preliminary plat, preliminary plan, referral comments.

**Municipal Code Review Provisions:** reference Town PUD and Subdivision regulations.

**Crucial Referral Responses:** The water and sanitary sewer infrastructure serving the property may need improvements at some time to serve the development as it builds out.

## **Staff Report**

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**Technical Findings:** The purpose of the preliminary plat process is to evaluate all known impacts and constraints that development may encounter on a specific property. Such concerns will either be resolved, or addressed as special requirements at time of final plat(s).

1. The property is annexed and zoned for residential, commercial and employment development.
2. The preliminary site development plan is generally consistent with the Pratt Property Outline Development Plan, as amended.
3. The existing Town water system serving the property may not have sufficient capacity at buildout of the development to meet the property's fire flow requirements. Additional storage and pumping capacity may be required. Additional water rights may also be required for buildout. With each final subdivision application a raw water demand study and water system analysis must be provided. As a variance to standards due to the AT&T easement, lots along Street 'E' may be served from the rear.
4. Sufficient capacity in the current interceptor sewer system does not appear to exist to serve the planned uses at buildout. Improvements, by other developments, to the downstream system may occur in the near future. With each final subdivision a capacity analysis must be provided.
5. The proposed street classifications are acceptable, subject to further design review, including requested variances.
6. Access to Hwy 60 is subject to the Access Control Plan and CDOT approval.

**Staff Recommendation:**

**Preliminary Plat and Preliminary Site Development Plan:** The Commission should consider recommending approval with conditions, including:

1. Comments from Town staff, Town Engineer, Traffic Engineer and

outside agencies including CDOT, Johnstown Fire District and RE- 5J School District shall be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council with the Final Plat(s) for consideration.

2. Variances to standards shall follow the recommendations of the Town Engineer and Traffic Engineer. The collector street parking variance will be considered for the adjoining multi-family if adequate off-street parking for commercial uses is provided and sightlines on the curved road are sufficient.
3. Street names for the overall property shall be provided by the developer for Town approval with first final plat.

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

**1. CALL TO ORDER:** *Vice Chair Montez opened the meeting at 7:00 pm.*

**2. ROLL CALL:** *Present were Commissioners Kioovsky, Montez, Kingsolver and Greutz. Absent was Commissioners Eady and Storms.*

**3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None.*

**4. PUBLIC HEARINGS:**

**A. Preliminary Plat and Preliminary Development Plan – Vista Commons PUD:** *Vice Chair Montez opened the hearing at 7:02pm. Town Planner Franklin introduced the item and presented the staff's report. Applicant's Representatives Josh McCairn, Chris Messersmith and Sean Keller discussed the request and answered questions from the Commissioners.*

*Commissioner questions:*

- *How tall will the multi-family be? (3-storey)*
- *Water rights are not sufficient how will that be managed? (Phased development with adequate water)*
- *Are you coordinating with the ditch companies? (Yes)*
- *Time frame for development? (2019-2020)*
- *Is underground stormwater feasible? (Yes, constructed on constrained sights in many cities)*
- *You will respond to the Fire District turn radii comment? (Yes, the radii will be revised)*
- *Oil and Gas facility nearby – have you analyzed emissions? (No, but berms and trees will help divert releases from proposed homes)*

*Vice Chair Montez called for public comment.*

*Public Comment: None*

*Vice Chair Montez closed the hearing at 7:55 pm. and called for discussion and motions.*

*Motion by Commissioner Kingsolver, seconded by Commissioner Greutz that the Commission recommend approval of the Vista Commons preliminary subdivision plat with the following condition(s):*

- 1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies including CDOT, Johnstown Fire District and RE- 5J School District shall be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council with the Final Plat(s) for consideration.*
- 2. Variances to standards shall follow the recommendations of the Town Engineer and Traffic Engineer. The collector street parking variance will be considered for the adjoining multi-family if adequate off-street parking for commercial uses is provided and sightlines on the curved road are sufficient.*

*Street names for the overall property shall be provided by the developer for Town approval with first final plat.*

*Unanimous.*

*Motion by Commissioner Kingsolver, seconded by Commissioner Greutz to recommend approval of the Vista Commons Preliminary development Plan with the following condition(s):*

- 1. Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies including CDOT, Johnstown Fire District and RE- 5J School District shall be resolved, or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council with the Final Plat(s) for consideration.*
- 2. Variances to standards shall follow the recommendations of the Town Engineer and Traffic Engineer. The collector street parking variance will be considered for the adjoining multi-family if adequate off-street parking for commercial uses is provided and sightlines on the curved road are sufficient.*

*Street names for the overall property shall be provided by the developer for Town approval with first final plat.*

*Unanimous.*

**5. NEW BUSINESS:**

- A. Approval of Minutes of November 14, 2018:** *Motion by Commissioner Kingsolver, seconded by Commissioner Kiovisky to approve the minutes as presented.*

*Unanimous.*

- B. County Referrals:** *None.*

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

- A. Recent Town Council Actions:**

- B. Applications in Review:**

- C. Project and Program Updates:** *Town Planner Franklin mentioned that this was his last meeting and thanked the Commissioners for their service to the Community Council and his office in 2018.*

**7. COMMISSIONERS' ITEMS:**

- A. Welcome new Commissioner Jason Greutz!*

*B. The Commissioners agreed to meet with Town Planner Franklin in a lunch/work session Wednesday December 19 at 1:00pm at the Huang Garden Restaurant. Mr. Franklin will answer questions about the Town's water and sewer master plans.*

- 8. ADJOURN:** *Vice Chair Montez adjourned the meeting at 8:45 pm.*

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

**PRELIMINARY SITE  
DEVELOPMENT  
PLAN**

# VISTA COMMONS P.U.D.

PRELIMINARY DEVELOPMENT PLAN  
 VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 COVER SHEET  
 SHEET 1 OF 26



## LEGAL DESCRIPTION

### PARCEL 1

THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, EXCEPT THE FOLLOWING DESCRIBED PORTIONS:

THAT PORTION DECEDED TO WELD COUNTY BY DEED RECORDED APRIL 8, 1933 IN BOOK 845 AT PAGE 266 DESCRIBED AS FOLLOWS:  
 ALL OF THE NORTH 18 1/2 FEET OF THE SOUTH 48 1/2 FEET OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

THAT PORTION DECEDED TO WELD COUNTY BY DEED RECORDED OCTOBER 1, 1941 IN BOOK 1084 AT PAGE 305 DESCRIBED AS FOLLOWS:  
 A TRACT OR PARCEL OF LAND FOR HIGHWAY RIGHT OF WAY IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, AND SAID TRACT OF LAND OR PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST;  
 THENCE NORTH 00°12' WEST, A DISTANCE OF 2,638.7 FEET;  
 THENCE NORTH 89°32' EAST, A DISTANCE OF 43.1 FEET;  
 THENCE SOUTHERLY ON A CURVE TO THE RIGHT, WHOSE RADIUS IS 5,760.00 FEET (THE CHORD OF WHICH BEARS SOUTH 01°36' EAST, A DISTANCE OF 263.00 FEET);  
 THENCE 50 FEET EASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF THE PROJECT, SOUTH 00°12' EAST, A DISTANCE OF 2,337.4 FEET;  
 THENCE NORTH 89°42' WEST, A DISTANCE OF 50.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THAT PORTION DECEDED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO BY DEED RECORDED MAY 10, 1957 IN BOOK 1477 AT PAGE 286 BEING DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND, NO. 1 OF GRANTEE'S PROJECTS 0033 (1), IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST, SAID TRACT OR PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE EXISTING EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 87 FROM WHICH POINT THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEARS SOUTH 35°42'30" WEST A DISTANCE OF 138.8 FEET;  
 1. THENCE SOUTH 45°27'30" EAST, A DISTANCE OF 70.4 FEET;  
 2. THENCE NORTH 89°15'30" EAST, A DISTANCE OF 2336.1 FEET;  
 3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5,760.0 FEET, A DISTANCE OF 124.4 FEET, THE CHORD OF THIS ARC BEARS NORTH 89°33' EAST, A DISTANCE OF 124.4 FEET;  
 4. THENCE SOUTH 89°27'30" EAST, A DISTANCE OF 64.1 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2;  
 5. THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, SOUTH 00°05'30" WEST, A DISTANCE OF 91.2 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2;  
 6. THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2, SOUTH 89°30'30" WEST, A DISTANCE OF 264.1 FEET TO THE SOUTHWEST CORNER OF SECTION 2;  
 7. THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, NORTH 89°13'30" WEST, A DISTANCE OF 139.3 FEET;  
 8. THENCE NORTH 89°15'30" EAST, A DISTANCE OF 50.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THAT PORTION DECEDED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO BY DEED RECORDED NOVEMBER 7, 1960 IN BOOK 1570 AT PAGE 818 DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND, NO. 28 OF GRANTEE'S PROJECT NO. 1, 25-316(25), IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO SAID TRACT OR PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST, FROM WHICH THE SOUTHWEST CORNER OF SECTION 2 BEARS NORTH 89°43'30" WEST, A DISTANCE OF 580.0 FEET;  
 1. THENCE NORTH 89°43'30" WEST, ALONG THE SOUTH LINE OF SECTION 2, AT A DISTANCE OF 880.0 FEET TO THE SOUTHWEST CORNER OF SECTION 2;  
 2. THENCE NORTH 0°13'30" WEST, ALONG THE WEST LINE OF SECTION 2, AT A DISTANCE OF 1,038.1 FEET;  
 3. THENCE NORTH 89°46'30" EAST, A DISTANCE OF 50 FEET;  
 4. THENCE SOUTH 14°09'30" EAST, A DISTANCE OF 658.3 FEET;  
 5. THENCE SOUTH 82°40'30" EAST, A DISTANCE OF 608.2 FEET TO THE NORTH RIGHT OF WAY LINE OF A COUNTY ROAD;  
 6. THENCE SOUTH 0°13'30" EAST A DISTANCE OF 38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY (PARCEL 2 OF THE TITLE COMMITMENT):  
 PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 2 FROM WHENCE THE CENTER 1/4 CORNER OF SAID SECTION 2 BEARS NORTH 00°02'48" WEST, 265.82 FEET; THENCE NORTH 00°02'48" WEST, 84.33 FEET ALONG THE EAST LINE OF THE SAID SW 1/4, TO ITS INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 60, TO THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHWESTERLY ALONG THE NORTH AND NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 60, AS FOLLOWS: NORTH 88°25'51" WEST, 85.37 FEET; ALONG THE ARC OF 5760 FOOT RADIUS CURVE TO THE LEFT, 124.42 FEET (CHORD BEARS SOUTH 89°37'30" WEST 124.42 FEET); SOUTH 89°20'49" WEST, 2012.53 FEET; NORTH 82°19'35" WEST, 147.88 FEET AND NORTH 14°07'02" WEST, 365.37 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 89°20'49" EAST, 1997.03 FEET; THENCE NORTH 00°02'48" WEST, 1803.78 FEET PARALLEL WITH THE EAST LINE OF SAID SW 1/4 TO A POINT ON THE NORTH LINE OF THE SAID SW 1/4; TO THE CENTER CORNER OF THE SAID SECTION 2; THENCE SOUTH 00°02'48" EAST 2557.59 FEET ALONG THE EAST LINE OF THE SAID SW 1/4 TO THE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINS 68.921 ACRES, MORE OR LESS.

### PARCEL 2:

PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 2 FROM WHENCE THE CENTER 1/4 CORNER OF SAID SECTION 2 BEARS NORTH 00°02'48" WEST, 265.82 FEET; THENCE NORTH 00°02'48" WEST, 84.33 FEET ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4, TO ITS INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 60, TO THE POINT OF BEGINNING;

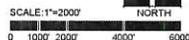
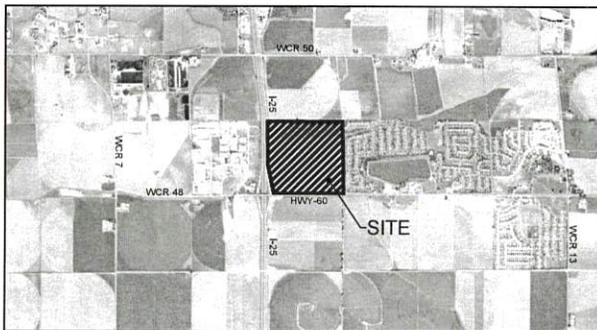
THENCE WESTERLY AND NORTHWESTERLY ALONG THE NORTH AND NORTHEASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 60, AS FOLLOWS: NORTH 88°25'51" WEST, 85.37 FEET; ALONG THE ARC OF 5760 FOOT RADIUS CURVE TO THE LEFT, 124.42 FEET (CHORD BEARS SOUTH 89°37'30" WEST 124.42 FEET); SOUTH 89°20'49" WEST, 2012.53 FEET; NORTH 82°19'35" WEST, 147.88 FEET AND NORTH 14°07'02" WEST, 365.37 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 89°20'49" EAST, 1997.03 FEET; THENCE NORTH 00°02'48" WEST, 1803.78 FEET PARALLEL WITH THE EAST LINE OF SAID SW 1/4 TO A POINT ON THE NORTH LINE OF THE SAID SW 1/4; TO THE CENTER CORNER OF THE SAID SECTION 2; THENCE SOUTH 00°02'48" EAST 2557.59 FEET ALONG THE EAST LINE OF THE SAID SW 1/4 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT A PARCEL OF LAND CONVEYED IN DEED FROM THAT MANAGEMENT COMPANY, LLC TO THE STATE OF COLORADO, DEPARTMENT OF TRANSPORTATION OF THE CITY AND COUNTY OF DENVER RECORDED APRIL 9, 2001 AS RECEPTION NO. 2825884.

SAID DESCRIBED PARCEL 2 CONTAINS 79.978 ACRES, MORE OR LESS.

TOTAL OF SAID PARCELS 1 AND 2 CONTAINS 148.899 ACRES, MORE OR LESS.

## VICINITY MAP



## OWNER:

GEORGE SEWARD  
 VISTA AG  
 3702 VALLEY VIEW CT  
 LOVELAND, CO 80537  
 (970) 481-9578  
 j@tarantico.com

## COORDINATING BROKER:

JOSEPH TARANTINO  
 TARANTINO COMPANY  
 3702 VALLEY VIEW CT  
 LOVELAND, CO 80537  
 (970) 481-9578  
 j@tarantico.com

## ENGINEER:

CHRIS MESSERSMITH  
 COLORADO CIVIL GROUP, INC.  
 5110 GRANITE STREET, UNIT D  
 LOVELAND, CO 80538  
 (970) 278-0029  
 cmessersmith@cgcinc.us

## LANDSCAPE ARCHITECT:

JOSH MCCARN  
 THE FRONTERRA GROUP  
 138 E 4TH STREET, SITE 1  
 LOVELAND, COLORADO 80537  
 (970) 689-3737  
 josh@fgdesign.com

## SURVEYOR:

PAUL GROVES, PLS  
 KING SURVEYORS, INC.  
 650 GARDEN DRIVE  
 WINDSOR, CO 80550  
 (970) 686-5011  
 paulg@kingsurveyors.com

STEVEN PARKS, PLS  
 MAJESTIC SURVEYING, LLC  
 4672 WEST, 20th STREET  
 GREELEY, CO 80634  
 (970) 443-0830  
 steven@majesticsurveying.com

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L0.19	S.E. CORNER FEATURE PERSPECTIVE AND COLLECTOR ELEVATION
L0.20	MONUMENT AND GATEWAY SIGN ELEVATIONS
L0.21	MONUMENT SIGNS AND WAY-FINDING ELEVATIONS
L0.22	RESIDENTIAL ARCHITECTURE STANDARDS
L0.23	MULTI-FAMILY ARCHITECTURAL STANDARDS
L0.24	NON-RESIDENTIAL ARCHITECTURAL STANDARDS
L0.25	SITE DETAILS
L0.26	STREET SECTIONS

PROJECT BY ORIGINATOR: 111-MBUDT  
 PROJECT NUMBER: 111-MBUDT  
 DATE: 20161023  
 PHASE: PDP

REVISIONS:

## COVER SHEET

SHEET NUMBER:

# L0.1

SHEET 1 OF 26

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-26 & SHRO  
 JOHNSTOWN, COLORADO 80534

THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. THE FRONTERRA GROUP AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY MANNER WITHOUT THE PERMISSION OF THE LANDSCAPE ARCHITECT.



# VISTA COMMONS P.U.D.

PRELIMINARY DEVELOPMENT PLAN  
 VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 GENERAL NOTES  
 SHEET 2 OF 26



LANDSCAPE ARCHITECTURE/PLANNING  
 TFC Design, LLC  
 18 E. 4th, Suite 112  
 Lakewood, CO 80226  
 303.973.8111  
 info@tfcdesign.com

**STATEMENT OF INTENT**

THIS PRELIMINARY DEVELOPMENT PLAN (POP) IS INTENDED TO SERVE AS A PRELIMINARY PLAN FOR THE PROPERTY CONSISTING OF APPROXIMATELY 152 ACRES WITHIN THE VISTA COMMONS PUD. THIS POP WILL CREATE A COMPATIBLE VARIETY OF LAND USES, THAT ARE IN KEEPING WITH THE PROPERTY'S UNIQUE PHYSICAL ASPECTS, LOT LAYOUT, ROAD ALIGNMENTS AND SPECIFIC SINGLE-FAMILY, MULTI-FAMILY AND COMMERCIAL/RETAIL BUILDING SITING WILL BE DESIGNED TO REFLECT THE TOWN'S COMPREHENSIVE PLAN.

**PROPOSED ZONING**

THE PROPOSED ZONING FOR THE PROPERTY IS PUD-M, PLANNED UNIT DEVELOPMENT MIXED USE DISTRICT.

**LAND USE STANDARDS**

**1. SINGLE-FAMILY RESIDENTIAL**

**A) STATEMENT OF INTENT**

THIS LAND USE AREA IS INTENDED TO PROVIDE FOR THE DEVELOPMENT OF SINGLE-FAMILY DWELLING UNITS WITH A FULL COMPLEMENT OF ACCESSORY USES.

**B) USES PERMITTED**

1. SINGLE FAMILY DETACHED DWELLING UNITS.
2. ATTACHED OR DETACHED GARAGES OR CARPORTS AND PAVED PARKING AREAS.
3. ACCESSORY STRUCTURES INCLUDING STORAGE BUILDINGS.
4. PARKS AND OPEN SPACE, RECREATION AREAS AND FACILITIES, PUBLIC OR PRIVATE.
5. SERVICE BUILDING AND FACILITIES NORMALLY INCIDENTAL TO THE USE OF A PARK OR RECREATION AREA.
6. COMMUNITY BUILDINGS SUCH AS A CLUB HOUSE OR COMMUNITY OFFICE.
7. CHILD CARE CENTERS.
8. HOME OCCUPATIONS SUBJECT TO THE PROVISIONS OF SECTION 16-142 OF THE TOWN CODE.
9. PRIVATE RESIDENTIAL AND PRIVATE GROUP OUTDOOR RECREATIONAL FACILITIES, INCLUDING BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, SWIMMING POOLS AND TENNIS COURTS.
10. ANY OTHER STRUCTURE OR USE CLEARLY INCIDENTAL TO AND COMMONLY ASSOCIATED WITH THE OPERATION OF A PRINCIPLE USE PERMITTED BY RIGHT.
11. ENTRY FEATURES, SIGNS AND/OR SECURITY GATES.

**C) DEVELOPMENT STANDARDS**

1. MINIMUM LOT SIZE: 6,000 SF
2. MINIMUM FRONT SETBACK: 20 FEET
3. MINIMUM SIDE OFFSET: 5 FEET
4. MINIMUM REAR OFFSET: 20 FEET
5. MINIMUM DISTANCE FROM PERIMETER ROW: 30 FEET
6. MAXIMUM BUILDING HEIGHT FROM FINISHED GRADE: 25 FEET
7. MINIMUM LIVABILITY OPEN SPACE PER UNIT: 3,000 SF
8. MINIMUM LOT AREA: 6,000 SF
9. ARCHITECTURE FEATURES INCLUDING EAVES, ROOF OVERHANGS, AWNINGS, CANTILEVERS, AND FIREPLACES MAY ENCRoACH INTO THE REQUIRED SETBACKS UP TO A MAXIMUM OF 24 INCHES. PORCHES AND DECKS MAY ENCRoACH INTO THE REQUIRED SETBACK UP TO A MAXIMUM OF 24 INCHES.

**2. MULTI-FAMILY RESIDENTIAL**

**A) STATEMENT OF INTENT**

THIS LAND USE AREA IS INTENDED TO PROVIDE FOR THE DEVELOPMENT OF MULTI-FAMILY DWELLING UNITS WITH A FULL COMPLEMENT OF ACCESSORY USES.

**B) USES PERMITTED**

1. ATTACHED DWELLINGS OF TWO(2) OR MORE UNITS.
2. MULTI-FAMILY DWELLINGS OF TWO (2) OR MORE UNITS INCLUDING APARTMENTS, TOWNHOUSES OR CONDOMINIUMS.
3. ATTACHED OR DETACHED GARAGES OR CARPORTS AND PAVED PARKING AREAS.
4. ACCESSORY STRUCTURES INCLUDING STORAGE BUILDINGS.
5. PARKS AND OPEN SPACE, RECREATION AREAS AND FACILITIES, PUBLIC OR PRIVATE.
6. SERVICE BUILDINGS AND FACILITIES NORMALLY INCIDENTAL TO THE USE OF A PARK OR RECREATION AREA.
7. COMMUNITY BUILDINGS SUCH AS A CLUB HOUSE OR COMMUNITY OFFICE.
8. CHILD CARE CENTERS.
9. HOME OCCUPATIONS SUBJECT TO THE PROVISIONS OF SECTIONS 16-142 OF THE TOWN CODE.
10. ENTRY FEATURES, SIGNS, AND/OR SECURITY GATES.
11. ANY OTHER STRUCTURE OR USES CLEARLY INCIDENTAL TO AND COMMONLY ASSOCIATED WITH THE OPERATION OF A PRINCIPLE USE PERMITTED BY RIGHT.

**C) DEVELOPMENT STANDARDS**

1. MINIMUM LOT SIZE: N/A
2. MINIMUM FRONT SETBACK: 10 FEET
3. MINIMUM FRONT SETBACK TO GARAGE: 20 FEET (STAGGER TO 24")
4. MINIMUM REAR OFFSET: 5 FEET
5. MINIMUM SIDE OFFSET: 5 FEET
6. MAXIMUM DISTANCE FROM PERIMETER ROW: 30 FEET
7. MAXIMUM BUILDING HEIGHT FROM FINISHED GRADE: 25 FEET
8. MINIMUM LIVABILITY OPEN SPACE PER UNIT: 3,000 SF
9. MINIMUM LOT DIMENSION: 60' X 100'
10. ARCHITECTURE FEATURES INCLUDING EAVES, ROOF OVERHANGS, AWNINGS, CANTILEVERS, AND FIREPLACES MAY ENCRoACH INTO THE REQUIRED SETBACKS UP TO A MAXIMUM OF 24 INCHES. PORCHES AND DECKS MAY ENCRoACH INTO THE REQUIRED SETBACK UP TO A MAXIMUM OF 24 INCHES.
11. DETACHED GARAGES AND CARPORTS SHALL MEET ALL REQUIRED SETBACKS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE UNIFORM BUILDING CODE (UBC).

**3. COMMERCIAL**

**A) STATEMENT OF INTENT**

THIS LAND USE AREA IS INTENDED TO PROVIDE FOR THE DEVELOPMENT OF COMMERCIAL USES.

**B) PERMITTED USES**

1. GROCERY/CONVENIENCE STORE INCLUDING SELF-SERVING GAS PUMPS.
2. DELICATESSEN/ SANDWICH SHOP.
3. HARDWARE AND HOME IMPROVEMENT STORES.
4. LIQUOR STORE.
5. RESTAURANT, LOUNGE OR TAVERN.
6. FAST FOOD ESTABLISHMENTS.
7. BANKS AND SAVINGS AND LOAN ASSOCIATIONS.
8. BUSINESS, PROFESSIONAL, MEDICAL AND/OR DENTAL OFFICES.
9. TRAVEL AGENCY.
10. FINE ARTS STUDIO.
11. PRIVATE HEALTH AND RECREATIONAL CLUB FACILITIES.
12. BARBER AND BEAUTY SHOPS.
13. CHILD CARE FACILITIES.
14. BAKERY GOODS STORE.
15. SHOE REPAIR SHOP.
16. LAUNDROMAT AND COIN OPERATED DRY CLEANING ESTABLISHMENT.
17. FLORIST.
18. DRUG STORES.
19. AUXILIARY PARKING AND LOADING AREAS.
20. SPECIALTY STORES.
21. PERSONAL SERVICE SHOPS.
22. COPY AND PRINTING SHOPS.
23. PRIVATE LODGE OR CLUB.
24. DRIVE THROUGH FACILITIES.
25. CARWASH.
26. ELECTRICAL AND PLUMBING SERVICES WITH INSIDE STORAGE.

**C) DEVELOPMENT STANDARDS**

- |  |         |
|--|---------|
| MINIMUM SETBACKS FROM:                           |         |
| 1. ARTERIAL STREETS                              | 30 FEET |
| 2. OTHER STREETS                                 | 15 FEET |
| 3. MINIMUM INTERNAL SETBACKS FROM LOT LINES      | 0 FEET  |
| 4. MINIMUM SETBACKS FROM EXTERNAL PROPERTY LINES | 30 FEET |
| 5. MAXIMUM BUILDING HEIGHT (FROM FINISHED GRADE) | 35 FEET |

**4. PARKS AND OPEN SPACE**

**A) STATEMENT OF INTENT**

THIS LAND USE AREA IS INTENDED TO PROVIDE FOR THE DEVELOPMENT OF PARKS AND OPEN SPACE.

**B) PERMITTED USES**

- 1.
- 2.
- 3.
- 4.
- 5.

**C) DEVELOPMENT STANDARDS**

1. MINIMUM LOT SIZE- THERE SHALL BE NO MINIMUM LOT SIZE FOR PARKS AND OPEN SPACE.

**PARKING STANDARDS**

**A) OFF STREET PARKING REQUIREMENTS**

- |                            |                        |
|----------------------------|------------------------|
| 1. SINGLE-FAMILY DETACHED  | 2 SPACES/UNIT          |
| 2. MULTI-FAMILY            | 1.5 SPACES/UNIT        |
| 3. COMMERCIAL/RETAIL       | 1 SPACE/250 SF OF GLA  |
| 4. OFFICE                  | 1 SPACE/200 SF OF GLA  |
| 5. CHILD CARE CENTER       | 3 SPACES/100 SF OF GLA |
| 6. RESTAURANT OR BAR       | 1 SPACE/100 SF OF GLA  |
| 7. PLANNED SHOPPING CENTER | 1 SPACE/250 SF OF GLA  |

**B) PARKING DEVELOPMENT STANDARDS**

PARKING AREAS SHALL BE INTEGRATED INTO EACH SITE PLAN IN SUCH A MANNER AS TO ENHANCE THE VISUAL AND FUNCTIONAL APPEARANCE. THIS SHALL BE ACCOMPLISHED THROUGH THE USE OF LANDSCAPING, LANDSCAPE ISLANDS SHALL BE INTEGRATED INTO THE PARKING AREAS TO PROVIDE SHADE AND ENHANCE THE APPEARANCE OF ALL LAND-USE AREAS.

**AUXILIARY USE STANDARDS**

- 1.
- 2.

**B) STORAGE**

1. NO OUTSIDE STORAGE OF MATERIALS OTHER THAN THOSE REQUIRED FOR THE INITIAL CONSTRUCTION OF THE STRUCTURES SHALL BE PERMITTED, EXCEPT WITHIN THE AREAS PROVIDED IN THE TEMPORARY USE AREAS DESCRIBED UNDER "MISCELLANEOUS REQUIREMENTS."

2. TRASH SHALL BE KEPT IN CLOSED CONTAINERS WITHIN THE RESIDENTIAL UNITS UNTIL THE DAY OF COLLECTION AND WITHIN THE SCREENED AREAS IN THE MULTI-FAMILY AND COMMERCIAL AREAS.

**E) COMMON AREAS**

**F) UTILITIES**

**G) SIGHT TRIANGLE**

**LANDSCAPE REQUIREMENTS**

A) LANDSCAPE MATERIALS SHALL CONSIST OF PLANT SPECIES THAT ARE CONDUCTIVE TO COLORADO'S CLIMATE AND CONDITIONS.

B) CONIFEROUS TREES SHALL BE A MINIMUM OF SIX(6) FEET IN HEIGHT AND DECIDUOUS TREES SHALL BE A MINIMUM OF TWO (TWO) INCHES IN CALIPER. ORNAMENTAL TREES SHALL BE A MINIMUM 1-1/2 INCHES IN CALIPER, AND EVERGREEN AND DECIDUOUS SHRUBS SHALL BE A MINIMUM OF FIVE(5) GALLONS IN SIZE AND GROUND COVER SHALL BE A MINIMUM OF ONE(1) GALLON IN SIZE.

C) ALL SITES DISTURBED FOR CONSTRUCTION, BUT NOT YET PROPOSED OF DEVELOPMENT, SHALL BE GRADED AND SEEDED WITH NATIVE SEED.

D) THE MINIMUM PERCENTAGE (AS A PERCENT OF THE TOTAL SITE) OF THE OPEN SPACE AREAS SHALL CONFORM TO THE FOLLOWING DESCRIBED AND USE:

1. THE MINIMUM REQUIRED OPEN SPACE FOR THIS PUD SHALL BE 20% OF THE TOTAL SITE. THIS REQUIRED OPEN SPACE SHALL BE LAND AREAS NOT OCCUPIED BY THE BUILDINGS, STRUCTURES, PARKING AREAS, DRIVEWAYS, STREETS OR ALLEYS, SAID OPEN SPACE SHALL BE DEVOTED TO LANDSCAPING, WALKWAYS, RECREATIONAL USES AND UNCOVERED FACILITIES, AND THE PRESERVATION OF NATURAL FEATURES.

**MISCELLANEOUS REQUIREMENTS**

**A) POLLUTION CONTROL**

**SAFETY FENCING**

1. SAFETY FENCING SHALL BE INSTALLED AROUND EXISTING WELL HEAD AND METERING/STORAGE FACILITIES. FENCING SHALL BE 6 FEET HIGH AND SHALL ADEQUATELY SECURE AND SCREEN THE OIL AND GAS FACILITIES, AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS AND REGULATIONS OF THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

**MAINTENANCE OF RESTRICTED LOTS**

1. LOTS ON WHICH DEVELOPMENT IS RESTRICTED PENDING CLOSURE AND REMOVAL OF OIL AND GAS FACILITIES SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE AND SEEDED WITH NATIVE GRASSES TO LIMIT EROSION. GRASS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION UNTIL SUCH TIME AS RESTRICTIONS ARE REMOVED AND THE LOTS ARE BUILT OUT.

**DEVELOPMENT SCHEDULE**

A) A PROPOSED PHASING PLAN IS INCLUDED WITH THIS SUBMITTAL.

**OWNER**

Vista Ag  
 ATTN: George Saward  
 NE Corner of I-25 & SH60  
 JOHNSTOWN, CO 80534

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

**PROJECT INFORMATION**  
 PROJECT NUMBER: 111-140317  
 DATE: 20181023  
 PHASE: POP

**REVISIONS:**

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**SHEET TITLE:**  
 GENERAL NOTES

**SHEET NUMBER:**  
**L0.2**

**SHEET 2 OF 26**



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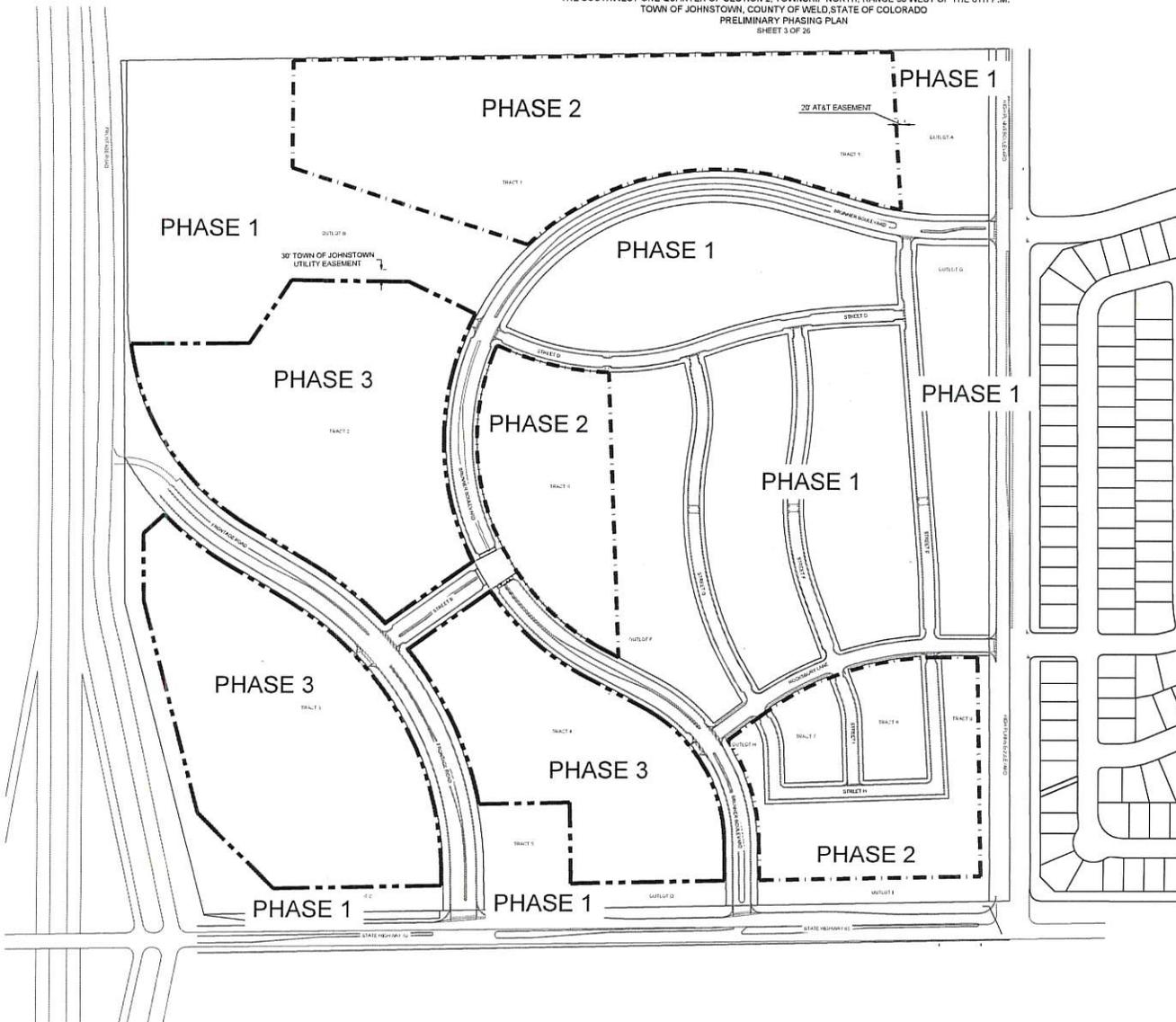
# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 PRELIMINARY PHASING PLAN  
 SHEET 3 OF 26



THE FRONT TERRA GROUP, LLC  
 1000 14th Street, Suite 110  
 Loveland, CO 80537  
 970.483.1117  
 info@thefrontterra.com



OWNER:  
 Vista Ag  
 ATTN: George Seward  
 NE Corner of I-25 & SH60  
 JOHNSTOWN, CO 80534

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

PROJECT BY ORIMA TEAM  
 PROJECT NUMBER: 111-1403JLT  
 DATE: 20181023  
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REVISIONS:



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**PRELIMINARY PHASING PLAN**

SHEET NUMBER:  
**L0.3**

SHEET 3 OF 26

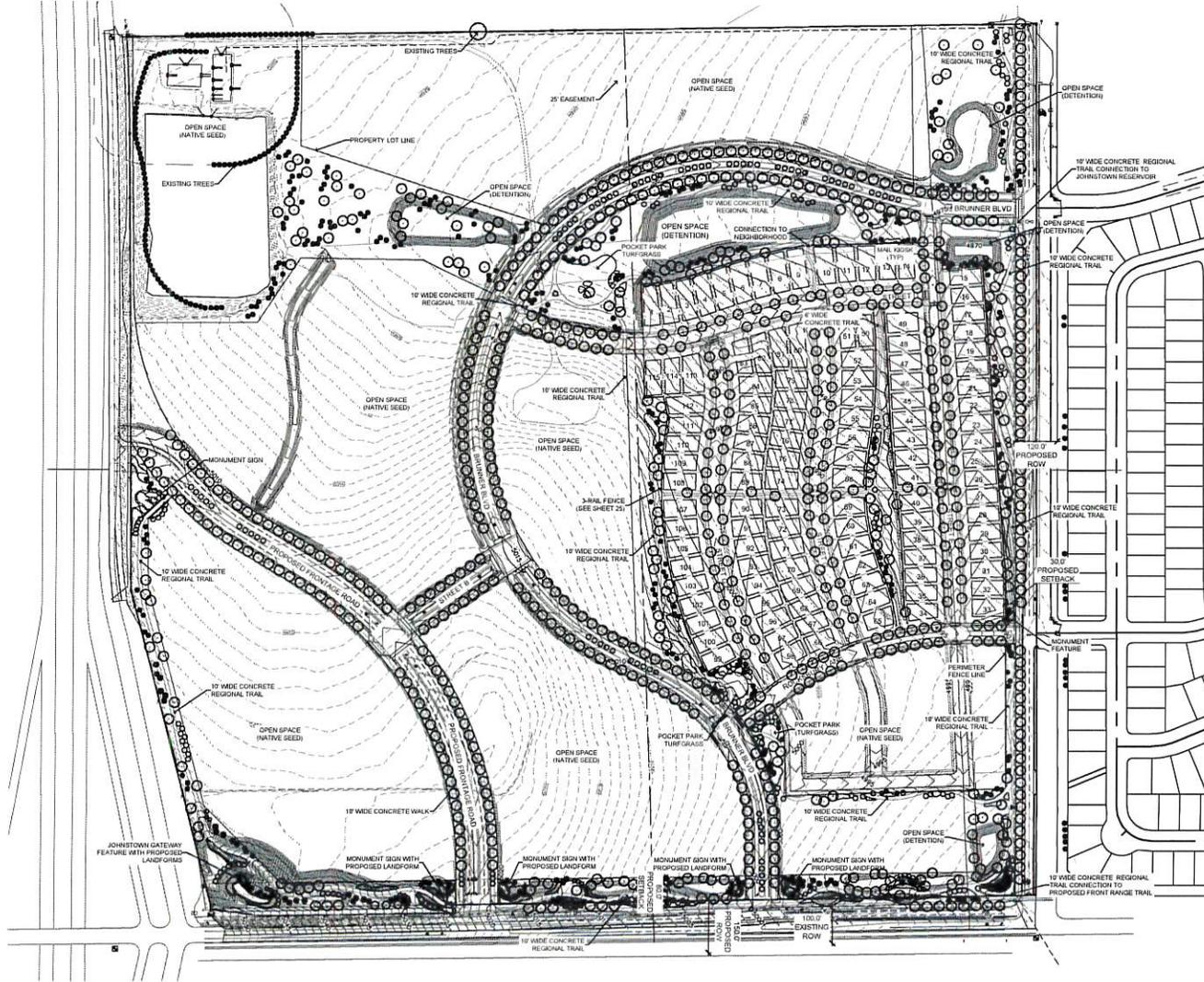


LEGEND

EVERGREEN TREE	PROPOSED MAJOR CONTOUR	ELECTRIC LINE
DECIDUOUS TREE	PROPOSED MINOR CONTOUR	
ORNAMENTAL TREE	BUILDING ENVELOPE	
SHRUB	LOT LINE	
TURFGRASS	RIGHT OF WAY	
NATIVE SEED MIX	WATER LINE	
FENCE LINE	FIBER OPTIC LINE	
EXISTING MAJOR CONTOUR	GAS LINE	
EXISTING MINOR CONTOUR	SEWER LINE	

# VISTA COMMONS P.U.D.

PRELIMINARY DEVELOPMENT PLAN  
 VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD STATE OF COLORADO  
 OVERALL LANDSCAPE PLAN  
 SHEET 8 OF 26



OWNER:  
 Vista Ag  
 ATTN: George Seaward  
 NE Corner of I-25 & SH-60  
 Johnstown, CO 80534

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH-60  
 JOHNSTOWN, COLORADO 80534

PROJECT INFORMATION  
 PROJECT NUMBER: 111-1403JT  
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**OVERALL  
 LANDSCAPE PLAN**

SHEET NUMBER:  
**L0.8**

SHEET 8 of 26



# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD STATE OF COLORADO  
 I-25 MONUMENT SIGN - PERSPECTIVE  
 SHEET 17 OF 20



**MONUMENT SIGN AT I-25 FRONTAGE ROAD - PERSPECTIVE**

OWNER:  
 Vista #1  
 ATTN: George Seward  
 NE Corner of I-25 & SH60  
 JOHNSTOWN, CO 80534

**VISTA COMMONS**  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

PROJECT INFORMATION  
 PROJECT NUMBER: 111-1403JT  
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SHEET TITLE  
**I-25 MONUMENT SIGN PERSPECTIVE**

SHEET NUMBER

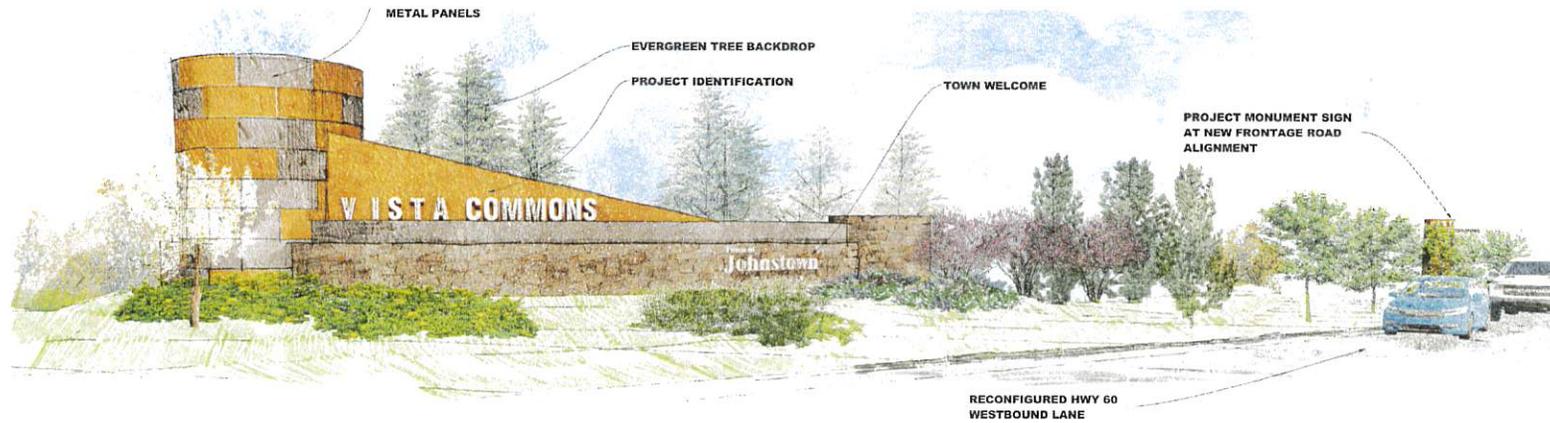
**L0.17**

SHEET 17 OF 20

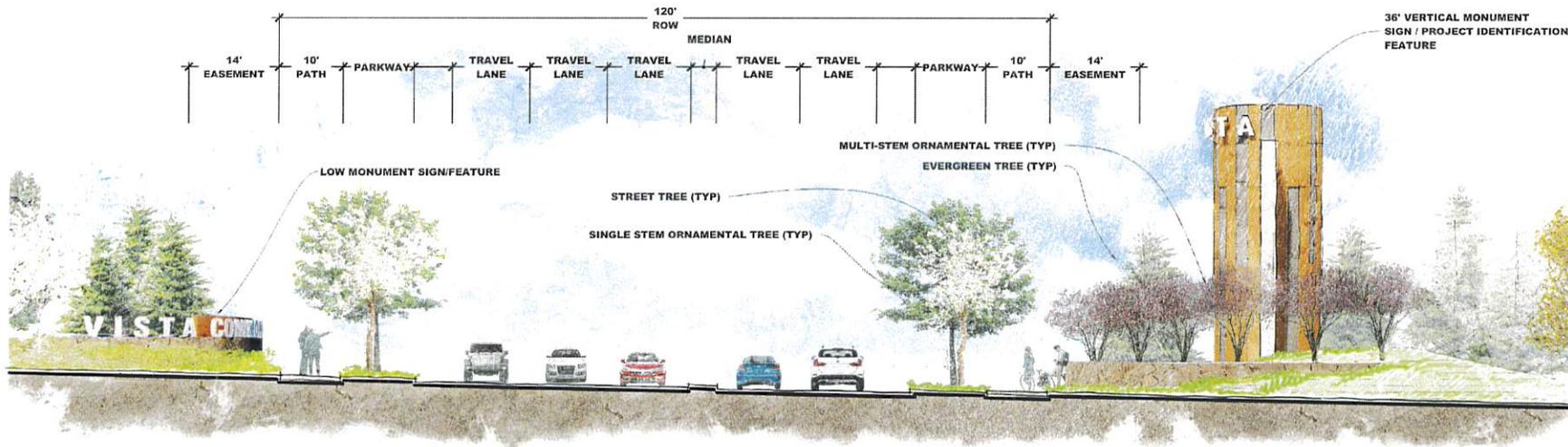
# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 GATEWAY PERSPECTIVE & FRONTAGE ROAD ELEVATION  
 SHEET 18 OF 26



MONUMENT SIGN / WELCOME GATEWAY FEATURE AT HWY 60 & EXISTING I-25 FRONTAGE ROAD - PERSPECTIVE



PROPOSED NEW FRONTAGE ROAD MONUMENT FEATURES - ELEVATION

OWNER:  
 Vista AG  
 ATTN: George Seward  
 NE Corner of I-25 & SH60  
 JOHNSTOWN, CO 80534

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

PROJECT INFORMATION:  
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SHEET TITLE:  
 GATEWAY PERSPECTIVE & FRONTAGE ROAD ELEVATION

SHEET NUMBER

**L0.18**

SHEET 18 OF 26

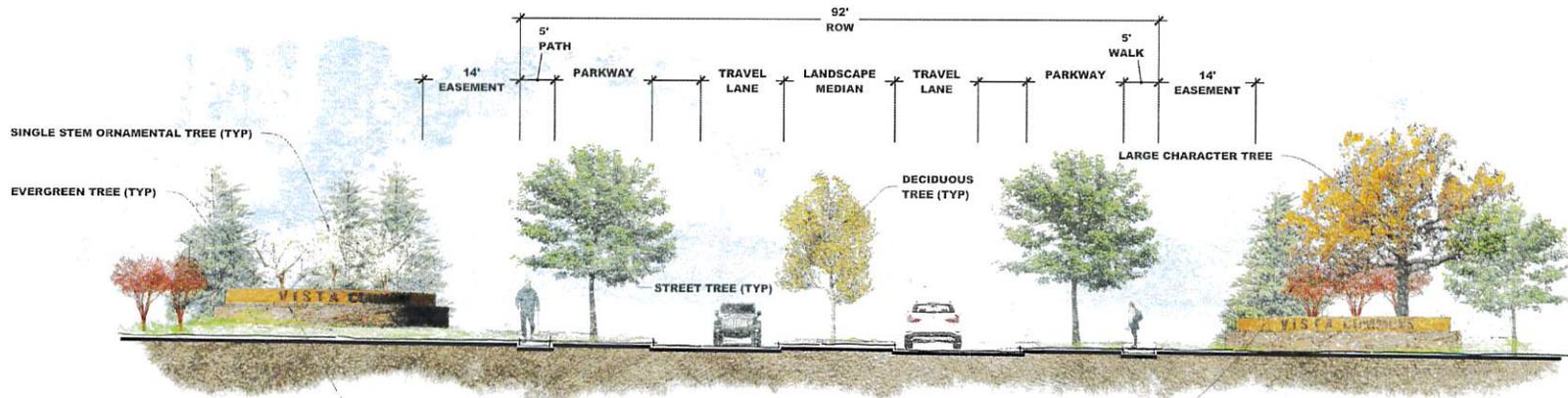
SCALE: 1/8" = 1'-0" (FULL SIZED)

# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
A PART OF MULTIPLE PARCELS

THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
S.E. CORNER FEATURE PERSPECTIVE & COLLECTOR ELEVATION  
SHEET 19 OF 20



PROPOSED MONUMENT FEATURES AT NEW COLLECTOR & HWY 60 - ELEVATION

SCALE: 1/8" = 1'-0" (FULL SIZED)



PROPOSED MONUMENT AT EXISTING HIGH PLAINS BLVD. & HWY 60 - PERSPECTIVE

SOUTHBOUND HIGH PLAINS BOULEVARD  
LOW IDENTIFICATION MONUMENT SIGN

OWNER:  
Vista Ag  
1700 George Street  
NE Corner of I-26 & SH60  
Johnstown, CO 80534

VISTA COMMONS  
PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-26 & SH60  
JOHNSTOWN, COLORADO 80534

PROJECT INFORMATION:  
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S.E. CORNER FEATURE PERSPECTIVE & COLLECTOR ELEVATION  
SHEET NUMBER:

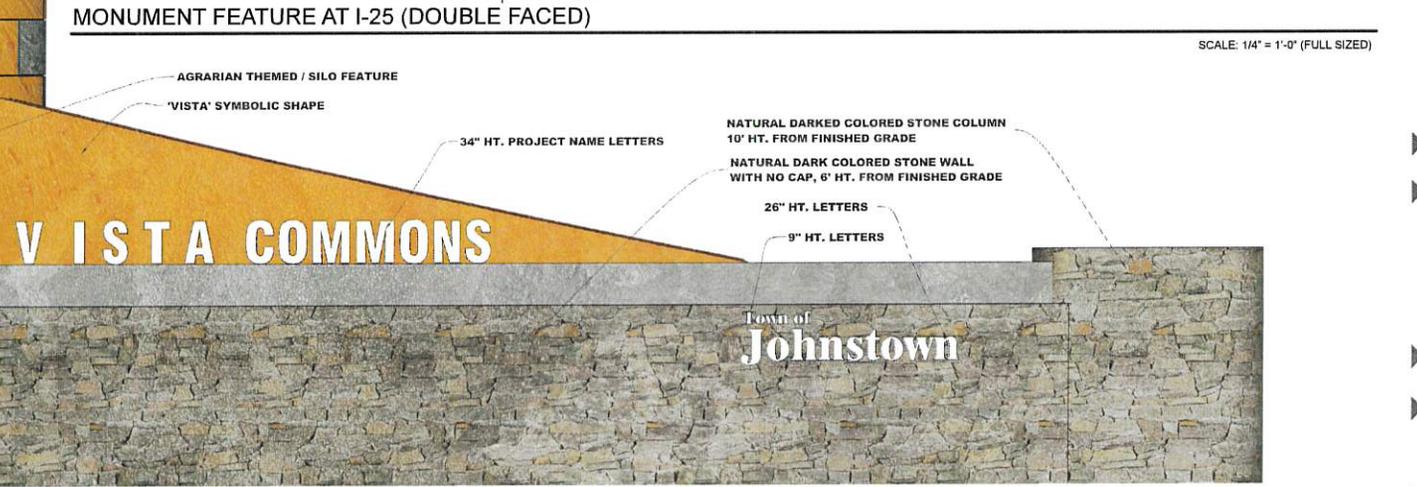
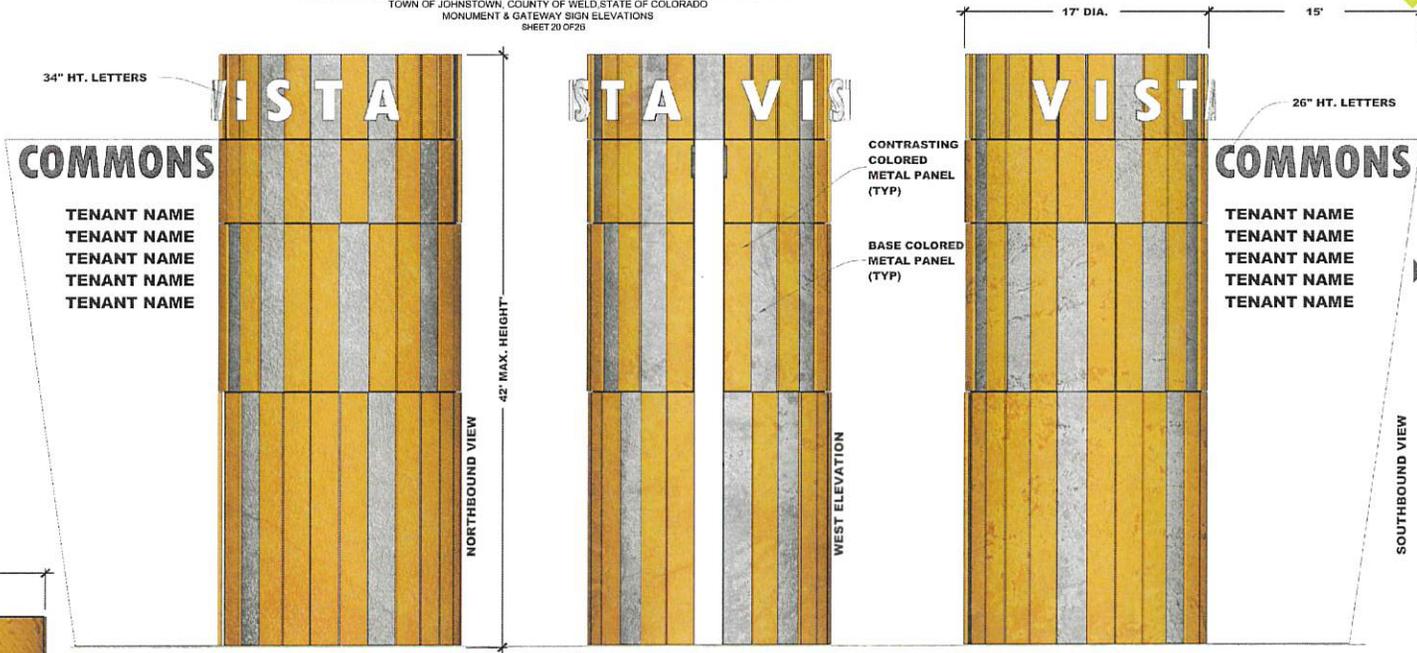
**L0.19**

SHEET 19 OF 20

# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 88 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD STATE OF COLORADO  
 MONUMENT & GATEWAY SIGN ELEVATIONS  
 SHEET 20 OF 26



**VISTA COMMONS**  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

PROJECT INFORMATION:  
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 SHEET NUMBER:

**L0.20**

SHEET 20 OF 26

WELCOME GATEWAY FEATURE AT I-25 AND HWY 60 INTERSECTION

SCALE: 1/4" = 1'-0" (FULL SIZED)

SCALE: 1/4" = 1'-0" (FULL SIZED)

# VISTA COMMONS P.U.D.

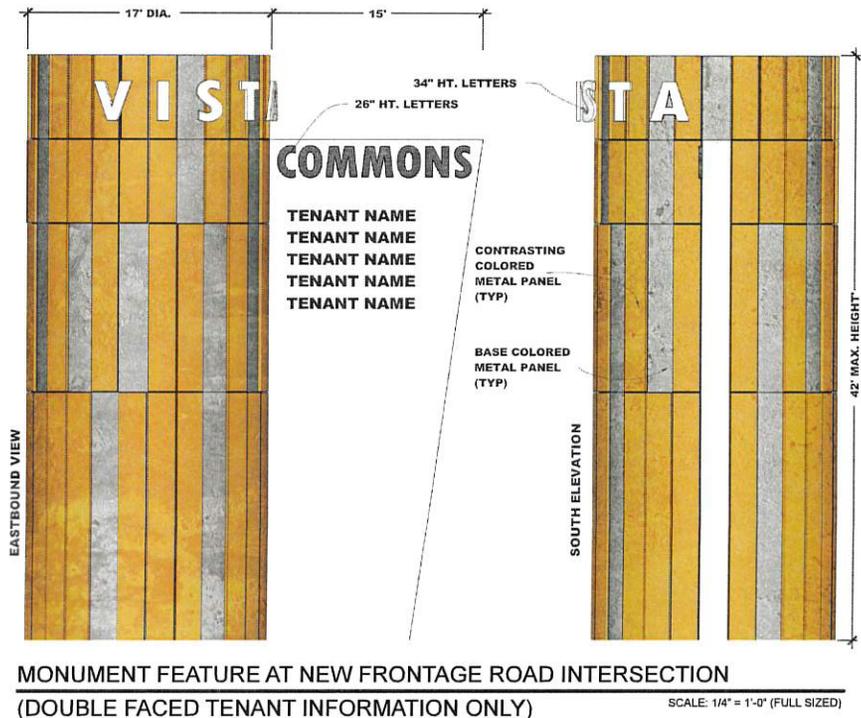
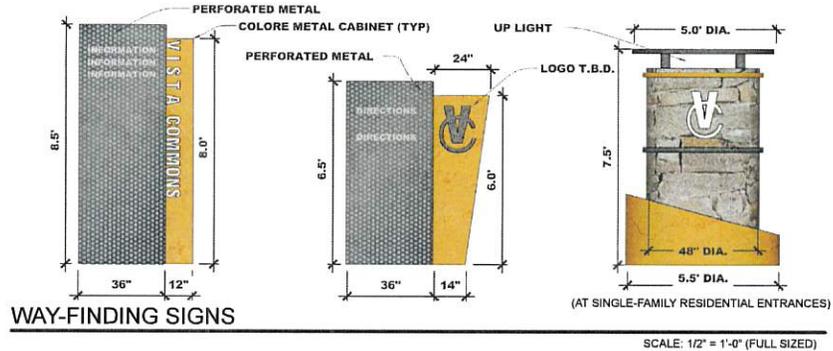
## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 MONUMENT SIGNS & WAY-FINDING ELEVATIONS  
 SHEET 21 OF 20



LANDSCAPE ARCHITECTURE | PLANNING  
 IT2 Design, LLC  
 1400 S. WATSON ST., FT.  
 COLLINS, CO 80525  
 (970) 223-1100  
 www.it2design.com

OWNER:  
 Vista Ag  
 ATTN: George Forward  
 NE Corner of I-25 & SH60  
 Johnstown, CO 80534



VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

PROJECT INFORMATION:  
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 DATE: 2/20/16  
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SHEET TITLE: **MONUMENT SIGNS & WAY-FINDING ELEVATIONS**

SHEET NUMBER:

**L0.21**

SHEET 21 OF 20

# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD STATE OF COLORADO  
 RESIDENTIAL ARCHITECTURAL STANDARDS  
 SHEET 22 OF 26



### ARCHITECTURAL DESIGN STANDARDS VISTA COMMONS - DETACHED RESIDENTIAL

THE UNDERLYING GOAL OF THE GUIDELINES AND STANDARDS THAT FOLLOWS IS TO ACHIEVE A HIGHLY FUNCTIONAL, AESTHETICALLY PLEASING NEIGHBORHOOD WITH MUCH ATTENTION PAID TO ARCHITECTURAL QUALITY AND SITE DESIGN. EMPHASES ARE PLACED ON DIVERSITY IN LOCATION, STYLE, AND BUILDING FORM, OF PARTICULAR IMPORTANCE, IS VISUAL-SIDED ARCHITECTURE AND AN OVERALL DESIGN THAT PROMOTES THE HOME'S ENTRY, WHILE DIMINISHING THE VISUAL PROMINENCE OF THE GARAGE.

#### FUNDAMENTAL OBJECTIVES:

- THE INCLUSION OF SEVERAL HOUSE MODELS WITH ALTERNATE MODEL ELEVATIONS FOR THE MOST POPULAR MODELS. ALTERNATE MODEL ELEVATIONS SHALL INCLUDE A SIGNIFICANT CHANGE IN THEIR APPEARANCE, SO AS TO BE UNRECOGNIZABLE AS THE SAME MODEL FROM THE STREET.
- INCORPORATE A VARIETY OF ARCHITECTURAL DETAILS, WALL ARTICULATION, MULTIPLE ROOF PLANES IN EACH HOME TO CREATE BALANCED DESIGNS THAT VARY IN MASSING AND SCALE.
- ACHIEVE AN APPEALING "NEIGHBOR FRIENDLY" AESTHETIC BY VARYING SETBACKS BASED ON THE GARAGE LOCATION AND INCORPORATING A SIGNIFICANT FRONT PORCH.

#### GENERAL

INDIVIDUAL HOUSE STYLES ARE TO BE VARIED, BUT COMPLEMENTARY, USING MULTIPLE ARCHITECTURAL FEATURES SUCH AS, FRONT PORCHES WITH RAILING, VARYING ROOF PITCHES, HOUSES ARE TO HAVE WALLS THAT JOG AND SEVERAL ROOFLINES AND TRIM DETAILS TO PROVIDE A MORE COMPLEX ARCHITECTURAL STYLE. THE INTENT IS TO AVOID THE FEELING OF A MANUFACTURED DEVELOPMENT AND RATHER CREATE THE SENSE OF A NEIGHBORHOOD THAT GREW IN A WAY THAT WAS THOUGHTFULLY ORGANIC.

#### SETBACK

A WELL-DEFINED, STRONG STREET EDGE HELPS TO REINFORCE THE PEDESTRIAN ORIENTED GOALS OF THE COMMUNITY. WELL-ARTICULATED DWELLINGS WITH PROMINENT ENTRANCES AND FRONT PORCHES WILL BE ENCOURAGED. A BALANCED, VISUALLY INTERESTING, NONGARAGE DOMINANT STREETSCAPE WITH A HUMAN SCALE WILL BE REINFORCED BY VARYING SETBACKS BASED ON THE HOME'S GARAGE LOCATION. MINIMUM SETBACKS OF ALL STRUCTURES SHALL BE A MINIMUM OF TWENTY (20) FEET FROM FRONT OF LOT AND FIVE (5) FEET FROM PROPERTY LINE ON ALL SIDES, THOUGH SIX (6) FEET IS ENCOURAGED, EXCEPT ON CORNER LOTS, WHERE SIDE SETBACKS SHALL BE TWENTY (20) FEET FROM SIDEWALK. A TWENTY (20) FOOT SETBACK FROM THE REAR PROPERTY LINE. HOUSES WITH GARAGES THAT ARE RECESSED FOUR (4) FEET OR MORE FROM THE FRONT FACADE OR FRONT PORCH SHALL HAVE A MINIMUM FRONT YARD SET BACK OF TWENTY-TWO (22) FEET ON ODD NUMBER LOTS, WHILE A MINIMUM SETBACK OF TWENTY-FOUR (24) FEET WILL APPLY TO EVEN NUMBER LOTS. HOUSES WITH GARAGES WHICH ARE NOT RECESSED FOUR (4) FEET OR MORE FROM THE FRONT FACADE OR FRONT PORCH SHALL HAVE A MINIMUM SETBACK OF TWENTY-SIX (26) FEET AND WILL ONLY BE PERMITTED ON EVEN NUMBERED LOTS, THEY ARE NOT ALLOWED ON ODD NUMBERED OR CORNER LOTS.

#### SQUARE FOOTAGE

1,500 SQUARE FOOT MINIMUM FINISHED FLOOR AREA FOR MULTI-STORY WITH 1,000 SQUARE FEET ON THE MAIN FLOOR, 1,400 SQUARE FOOT MINIMUM FOR RANCHES. GARDEN LEVEL BASEMENTS WHERE POSSIBLE, THERE ARE TO BE A VARIETY OF SQUARE FOOTAGES AVAILABLE ON THE SAME STREET TO PROVIDE AESTHETIC VARIATION.

#### GARAGE

ALL GARAGE FACES SHALL COMPLEMENT, RATHER THAN DOMINATE, THE ARCHITECTURAL DETAILS OF DWELLING'S LIVING PORTION. GARAGES SHOULD NOT DOMINATE THE MASSING OF THE STREET-FACING FACADE. MASSING OF THE GARAGE SHOULD BE MINIMIZED BY GIVING THE HABITABLE PORTION OF THE DWELLING A LARGER AND MORE DOMINANT MASS, INTEGRATING THE MASSING OF THE GARAGE INTO THE MAIN MASSING OF THE DWELLING. POSITIONING THE MAIN FRONT WALL AND PORCH FACE CLOSER TO THE STREET AND LIMITING THE PROJECTION OF THE GARAGE. THE STREETSCAPE SHOULD INCLUDE A VARIETY OF GARAGE DOOR STYLES TO AVOID MONOTONY AND REPEITION OF A SINGLE GARAGE DOOR STYLE. WHERE THE GARAGE PROJECTS IN FRONT OF THE GROUND LEVEL WALL OR COVERED FRONT PORCH, A WINDOW IN THE INTERIOR SIDE OF THE GARAGE CONSISTENT WITH THE HEIGHT AND STYLE OF THE FRONT ELEVATION WINDOWS SHALL BE INCORPORATED. A MINIMUM OF A TWO-CAR GARAGE IS REQUIRED. GARAGES THAT HAVE DOORS FOR MORE THAN TWO (2) VEHICLES MUST HAVE ONE DOOR RECESSED A MINIMUM OF TWO (2) FEET FROM THE OTHERS. GARAGE DOORS, VISIBLE AS PART OF THE FRONT BUILDING ELEVATION, SHALL NOT COMPRISE MORE THAN FORTY (40) PERCENT OF THE GROUND FLOOR, STREET FACING, LINEAR BUILDING FRONTAGE. THE MAJORITY OF ALL DWELLING UNITS PROPOSED SHOULD HAVE GARAGES WHICH ARE EITHER FLUSH WITH OR RECESSED BEHIND THE GROUND FLOOR FRONT WALL OR COVERED FRONT PORCH. THE MAXIMUM GARAGE PROJECTION SHALL BE FIVE (5) FEET IN FRONT OF EITHER THE GROUND FLOOR FRONT WALL OR COVERED FRONT PORCH. THE SECOND STORY WALL FACE ABOVE THE GARAGE MUST NOT BE FLUSH WITH THE GARAGE AND AT LEAST SIXTY (60) PERCENT MUST SET BACK FURTHER THAN EIGHT (8) FEET FROM THE FRONT FACE OF THE GARAGE. GARAGES ARE TO HAVE VARIED LOCATIONS, INCLUDING DIFFERENT ROOF ANGLES AND VARIOUS SETBACKS FROM THE STREET. NO DETACHED GARAGES, STORAGE SHEDS, GARDEN HOUSES, OR BUILDING SHALL BE CONSTRUCTED ON A LOT.

#### DRIVEWAY

A MIX OF PAIRED AND UNPAIRED DRIVEWAY COMBINATIONS IS DESIRABLE TO CONTRIBUTE VISUAL INTEREST ALONG THE STREET AND TO PROVIDE SUFFICIENT SPACE FOR PARKWAY TREES. DRIVEWAY LOCATIONS SHALL BE DETERMINED ON THE PROJECT ENGINEER'S SITE PLANS. PRIORITY LOCATIONS AND PROMINENT VIEWS WITHIN THE COMMUNITY SHALL BE TAKEN INTO ACCOUNT IN THIS DETERMINATION. DRIVEWAYS SHALL BE LOCATED AS FAR AS POSSIBLE FROM OPEN SPACE, INSTITUTIONAL USES, COMMERCIAL SITES, WALKWAYS, TRANSIT STOPS AND INTERSECTIONS. CORNER LOT DRIVEWAYS SHALL BE ORIENTED TO THE SHORT SIDE OF THE LOT OR MINOR STREET. DRIVEWAY SURFACES SHALL BE COMPOSED OF CONCRETE, NATURAL STONE, BRICK OR DECORATIVE CONCRETE PAVERS. THERE WILL BE NO AGGREGATE PARKING PADS ALLOWED ON A LOT.

#### ROOF

ROOFS PLAY A SIGNIFICANT ROLE IN THE MASSING OF A DWELLING AND THE OVERALL BUILT FORM OF A RESIDENTIAL DEVELOPMENT. A VARIETY OF TRADITIONAL ROOF TYPES ARE ENCOURAGED, PARTICULARLY FOR ALTERNATE ELEVATIONS OF A MODEL. WITHIN THE DESIGN OF A STREETSCAPE, ATTENTION SHOULD BE PAID TO THE RELATIONSHIPS OF ADJACENT ROOF FORMS TO ENSURE APPROPRIATE TRANSITIONS. THE ROOF IS TO BE HIGH DENSITY ROOF SHINGLES. ROOF SLOPE MINIMUM 12 PITCH WITH ROOF PITCHES VARYING FROM HOUSE TO HOUSE. SECONDARY ROOFS OF A MINIMUM 3:12 ARE ACCEPTED BUT NOT REQUIRED. OVERHANGS ARE TO BE A MINIMUM 12".

#### FRONT FACADE

THE MAIN ENTRANCE TO THE DWELLING SHOULD ACT AS THE FOCAL POINT OF THE DWELLING AND BE GIVEN APPROPRIATE DESIGN EMPHASIS. THE MAIN ENTRANCE SHALL BE DIRECTLY VISIBLE FROM THE STREET. A VARIETY OF FRONT DOOR STYLES IS ENCOURAGED, INCLUDING SOME WITH GLAZING. DECORATIVE DOOR BURROUGHS ARE ENCOURAGED, PARTICULARLY IF A COVERED ENTRY FEATURE HAS NOT BEEN PROVIDED. THE USE OF GLAZED SIDELIGHTS AND TRANSOMS IS ENCOURAGED. FRONT PORCHES AND/OR INTERESTING ARCHITECTURAL ENTRY FEATURES ARE TO BE PROVIDED ON STREET-FACING FACADES IN ORDER TO RELATE TO THE PEDESTRIAN SCALE. A COVERED ENTRY FEATURE IS REQUIRED FOR AT LEAST FIFTY (50) PERCENT OF MODEL DESIGNS. WRAPAROUND PORCHES ARE ENCOURAGED FOR CORNER LOTS AND END LOTS ABUTTING OPEN SPACE. A COVERED FRONT PORCH SHOULD BE MAXIMIZED WHEREVER POSSIBLE. A MINIMUM DEPTH OF SIX (6) FEET SHOULD BE PROVIDED TO COMFORTABLY ACCOMMODATE CHAIRS, HOWEVER DEEPER PORCHES ARE ENCOURAGED. HANDRAILS SHOULD BE CONSISTENT WITH THE CHARACTER OF THE HOUSE AND PAINTED TO MATCH THE TRIM.

#### SIDE FACADES

PROVIDE GROUND FLOOR PROJECTIONS, WINDOWS, AND OTHER ELEMENTS TO BREAK UP LONG WALL EXPANSES.

#### VERTICAL SUPPORT POSTS

COLUMN STYLES AND WIDTHS SHOULD BE CONSISTENT WITH THE CHARACTER OF THE HOUSE AND SHOULD TYPICALLY BE NO LESS THAN EIGHT (8) INCHES SQUARE OR DIAMETER.

#### FOUNDATION

EXPOSED FOUNDATION IS TO MEET MINIMUM CODE REQUIREMENTS BUT IS TO BE NO MORE THAN TWELVE (12) INCHES HIGH. EXPOSED CONCRETE, CONCRETE BLOCK FOUNDATIONS AND/OR BRICK FOOTINGS WHICH EXCEED SIX (6) INCHES ABOVE FINISHED GRADE SHALL BE PAINTED TO BLEND WITH THE PRINCIPAL COLOR.

#### WALL CLADDING

THE CHOICE OF EXTERIOR CLADDING MATERIAL SHOULD BE COMPATIBLE WITH THE ARCHITECTURAL STYLE OF THE HOUSE. MAIN WALL CLADDING IS ENCOURAGED TO BE CONSISTENT ON ALL ELEVATIONS OF THE HOUSE TO AVOID THE EFFECT OF A FALSE FACADE. WHERE CHANGES IN MATERIALS DO OCCUR, THEY SHOULD HAPPEN AT LOGICAL LOCATIONS, SUCH AS A CHANGE IN FLOOR, WALL OPENING, DOWNSPOUT OR CORNER DETAIL. MATERIAL CHANGES WHICH HELP TO ARTICULATE THE TRANSITION BETWEEN THE BASE, MIDDLE AND TOP OF THE BUILDING ARE APPROPRIATE. THE USE OF SECONDARY MATERIALS WHICH BLEND HARMONIOUSLY WITH THE PRIMARY CLADDING MATERIAL ARE ENCOURAGED.

#### ARCHITECTURAL DETAILS

A VARIETY OF TRIM DETAILING IS ENCOURAGED WHERE ARCHITECTURALLY APPROPRIATE. TRIM BOARDS SHOULD BE ACCENTUATED BY USING A CONTRASTING BUT COMPATIBLE COLOR TO THAT OF THE CLADDING. THE SAME AMOUNT OF THOUGHT AND CARE SHOULD BE PUT INTO THE SELECTION AND INSTALLATION OF OTHER ARCHITECTURAL FEATURES, AS FOR MORE OBVIOUS FEATURES, SUCH AS ROOFS, DOORS AND WINDOWS. A VARIETY OF OTHER FEATURES WHICH CAN PROVIDE THE PERFECT ACCENT OR FINISH TO A RESIDENCE, OR CONVERSELY, RUN AN OTHERWISE WONDERFUL HOME. THESE MAY INCLUDE DOOR HANDLES AND HINGES, SHUTTERS AND LIGHTING.

#### GUTTERS/DOWNSPOUTS AND UTILITIES

GUTTERS AND DOWNSPOUTS ARE TO BE PAINTED A MATCHING COLOR TO THE SOFFITS AND FASCIA. DOWNSPOUTS, UTILITY BOXES, METERS, ETC. ARE TO BE LOCATED AS VISUALLY UNOBTUSIVELY AS POSSIBLE. WHERE FEASIBLE, THEY SHOULD NOT BE VISIBLE FROM THE STREET.

#### COLORS

TRADITIONAL EARTH-TONE COLORS TO BLEND WITH THE CHARACTER OF THE NEIGHBORHOOD. ALL EXTERIOR RAILINGS, WOOD, ALL TRIM, SOFFITS, FASCIA AND ANY DECORATIVE BRACKETS ARE TO BE OF ONE COLOR AND ARE TO MATCH IN A COMPLEMENTARY, CONTRASTING COLOR TO THE MAIN HOUSE COLOR. ADEQUATE REPRESENTATIONS OF PROPOSED COLORS OR COLOR BOARDS MUST BE SUBMITTED FOR APPROVAL.

#### WINDOWS

ALL WINDOWS MUST BE WOOD, METAL CLAD, OR VINYL. ALUMINUM WINDOWS ARE NOT ALLOWED.

#### PLEASE NOTE

THE PRECEDING ARCHITECTURAL STANDARDS SUPERSEDE ANY MUNICIPAL GUIDELINES. ADHERENCE TO THE MUNICIPAL GUIDELINES IS REQUIRED IF A SPECIFIC ARCHITECTURAL STANDARD IS NOT DESCRIBED HEREIN.

### ARCHITECTURAL DESIGN STANDARDS VISTA COMMONS - ATTACHED RESIDENTIAL

#### GENERAL

THE ARCHITECTURAL STYLE IS TO MATCH THE DETACHED SINGLE-FAMILY RESIDENTIAL STYLE IN ALL WAYS LISTED IN THE ARCHITECTURAL STANDARDS PROVIDED. IT IS REQUIRED THAT ATTACHED OR DUPLEX HOUSES ARE TO NOT BE MIMICRED, BUT TO APPEAR AS A SINGLE RESIDENCE WITH VARYING ARCHITECTURAL FEATURES. INTERIOR UNITS WILL NOT BE IDENTICAL AS A RESULT.

#### PLEASE NOTE

THE PRECEDING ARCHITECTURAL STANDARDS SUPERSEDE ANY MUNICIPAL GUIDELINES. ADHERENCE TO THE MUNICIPAL GUIDELINES IS REQUIRED IF A SPECIFIC ARCHITECTURAL STANDARD IS NOT DESCRIBED HEREIN.



OWNER:  
 Vista Ag  
 ATTN: George Seward  
 NE CORNER I-25 & Grand  
 Johnstown, CO 80534

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SHOO  
 JOHNSTOWN, COLORADO 80534

PROJECT NUMBER:  
 PROJECT NUMBER: 111-14023J  
 DATE: 20141023  
 PHASE: PDP

RESIDENTIAL  
 ARCHITECTURE  
 STANDARDS

SHEET NUMBER:  
**L0.22**

SHEET 22 OF 26

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# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 MULTI-FAMILY ARCHITECTURAL STANDARDS  
 SHEET 23 OF 26

### MULTI-FAMILY ARCHITECTURAL EXAMPLES

\* PHOTOS ARE REPRESENTATIVE OF ARCHITECTURAL FEATURES, PEDESTRIAN SCALE ELEMENTS, BUILDING PROJECTIONS, MASONRY BANDING, AND GENERAL ARCHITECTURAL STYLE. PHOTOS ARE NOT NECESSARILY REPRESENTATIVE OF BUILDING HEIGHTS, ACTUAL HEIGHTS WILL NEED TO FOLLOW MUNICIPAL CODE REQUIREMENTS.



### ARCHITECTURAL DESIGN STANDARDS VISTA COMMONS - MULTI-FAMILY

#### GENERAL

A LANDSCAPE BUFFER IS TO BE PROVIDED BETWEEN SINGLE-FAMILY RESIDENTIAL AND MULTI-FAMILY RATHER THAN PARKING OR GARAGES. THE PUBLIC SIDE OF THE BUILDINGS IS TO BE INVITING WITH LANDSCAPED AREAS AND WALKWAYS OUT TO THE PUBLIC SIDEWALK. PRIVATE OUTDOOR SPACES ARE TO BE LOCATED AT THE BACK OF THE BUILDINGS.

#### TRANSITION

MULTI-FAMILY BUILDINGS CLOSEST TO SINGLE-FAMILY RESIDENCES ARE TO PROVIDE A SMALLER SCALE FEELING AS A PROPER TRANSITION. MANY LEVEL PORCHES WITH LOWER ROOFS, SIMILAR MATERIALS, AND SMALLER PROFILE SECOND FLOORS, NUMEROUS SMALLER ROOF FEATURES, PROJECTIONS AND MATERIAL TRANSITIONS ARE TO BE USED ON ALL MULTI-FAMILY BUILDINGS IN ORDER TO BREAK UP THE BUILDING EXPANSE. THESE DESIGN AESTHETICS ARE TO BE PROVIDED ON ALL FACADES OF THE BUILDINGS.

#### OPEN SPACE

AT LEAST 30% OF THE SITE IS TO BE OPEN AREA, INCLUDING LANDSCAPED BUFFERS AND AMENITIES, WHILE 10% OF THE SITE IS TO BE IN PARK AND RECREATION USE. AMENITIES AT A MINIMUM WILL INCLUDE COMMON PLAZAS AND PARKS, PLAYGROUNDS AND PATHS.

#### PARKING

PARKING IS TO BE UNDERGROUND.

#### ACCESSORY

TRASH DUMPSTERS AND OTHER ACCESSORY ITEMS ARE TO BE SHIELDED FROM VIEW IN AN ENCLOSURE MATCHING THE STYLE AND MATERIALS OF THE MAIN BUILDINGS.

#### MASONRY

MASONRY IS TO BE PROVIDED ON THE ENTIRE STREET FACING FACADE AND 50% OF ALL OTHER FACADES.

#### ROOF

THE ROOF IS TO BE A FLAT BUILT UP ROOF WITH VARYING PARAPET HEIGHTS. ROOFS ARE TO BE STRUCTURALLY DESIGNED SO TO SUPPORT A POTENTIAL ROOF GARDEN.

#### TRIM

MASONRY BANDING IN A COLOR CONTRASTING THE MAIN BUILDING COLOR IS TO BE PROVIDED AT VARIOUS HEIGHTS TO VISUALLY BREAK UP THE BUILDING MASS.

#### COLORS

TRADITIONAL EARTH-TONE COLORS MATCHING COLOR AND MATERIAL TO THE NON-RESIDENTIAL BUILDINGS

#### WINDOWS

ALL WINDOWS MUST BE WOOD, METAL CLAD, OR VINYL WITH STOREFRONT WINDOWS AT MAIN FLOOR ENTRIES AND METAL AWNINGS TO RELATE TO THE PEDESTRIAN SCALE.

#### FOUNDATION

EXPOSED FOUNDATION IS TO MEET MINIMUM CODE REQUIREMENTS BUT IS TO BE NO MORE THAN SIX (6) INCHES HIGH.

#### LIGHTING

ARCHITECTURAL DECORATIVE LIGHTING IS TO BE PROVIDED ON ALL FACADES. WALL PACK LIGHTING WILL BE ALLOWED AT SERVICE AREAS ONLY.

#### RETAINING WALLS

WALLS ARE TO MATCH IN MATERIALS AND COLOR TO NEAREST BUILDING MASONRY BASE.

\* THE PRECEDING ARCHITECTURAL STANDARDS SUPERSEDE ANY MUNICIPAL GUIDELINES. ADHERENCE TO THE MUNICIPAL GUIDELINES IS REQUIRED IF A SPECIFIC ARCHITECTURAL STANDARD IS NOT DESCRIBED HEREIN.



TOWNER:  
 Vista Ag  
 ATTN: George Seward  
 NE Corner of US & SH80  
 JOHNSTOWN, CO 80534

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF US & SH80  
 JOHNSTOWN, COLORADO 80534

PROJECT ORIGINATOR:  
 PROJECT NUMBER: 111-140JIT  
 DATE: 20181023  
 PHASE: PDF

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SHEET TITLE:  
 MULTI-FAMILY  
 ARCHITECTURAL  
 STANDARDS

SHEET NUMBER:  
**L0.23**

SHEET 23 OF 26

# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1  
 A PART OF MULTIPLE PARCELS  
 THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO  
 NON-RESIDENTIAL ARCHITECTURAL STANDARDS  
 SHEET 24 OF 26



### NON-RESIDENTIAL ARCHITECTURAL EXAMPLES

\* TOP PHOTO IS REPRESENTATIVE OF ARCHITECTURAL STYLE, ROOF TYPES AND DETAILS. BOTTOM TWO PHOTOS ARE REPRESENTATIVE OF GENERAL ARCHITECTURAL STYLE, AWNINGS AND DETAILS THAT ARE PROVIDED AT THE PEDESTRIAN SCALE. VARIED PARAPET HEIGHTS AND PERIMETER OFFSETS THAT BREAK UP THE BUILDING MASS. PHOTOS ARE NOT REPRESENTATIVE OF GABLE ROOF FEATURES.



### ARCHITECTURAL DESIGN STANDARDS VISTA COMMONS - NON-RESIDENTIAL

#### SITE GENERAL

HEIGHT AND SPACING OF BUILDINGS WILL MAXIMIZE DESIRABLE VIEWS TO AND FROM THE BUILDINGS, PLACING EMPHASIS ON MOUNTAIN VIEWS. BUILDING DISTANCES FROM MAJOR STREETS ARE TO VARY AND A LANDSCAPE BUFFER AND POCKETS OF LANDSCAPE FEATURES ARE TO BE PROVIDED AS A TRANSITION BETWEEN THE STREET AND BUILDINGS. AT GATEWAYS AND MAJOR INTERSECTIONS, BUILDINGS SHOULD BE CLOSER TO THE ROADWAYS AND ENTRIES. WINDOWS OR OTHER ACTIVE AREAS FACE OUT TO THE STREETS OR INTERSECTION. LANDSCAPED PLAZAS AND COURTYARDS AND VISIBLE ENTRYWAYS ARE TO BE PROVIDED THROUGHOUT.

OUTDOOR CAFE SPACES ARE TO BE PROVIDED WHERE FEASIBLE. CAFE MATERIALS AND COLORS TO COMPLEMENT AND WHERE APPLICABLE MATCH THE NEAREST BUILDINGS.

#### PARKING

ACCESS TO PARKING IS TO BE LOCATED OFF THE MAJOR PUBLIC STREETS. PARKING IS TO BE LOCATED INTERNALLY, AWAY FROM THE VIEW OF THE PUBLIC STREET. CROSS STREETS BETWEEN RETAIL AND BUSINESS CENTERS IS TO BE PROVIDED. PARKING RATIOS, SIZING AND LANDSCAPE REQUIREMENTS ARE TO COMPLY WITH CITY CODE REQUIREMENTS.

#### ARCHITECTURE GENERAL

THE ARCHITECTURAL STYLE FOR ALL RETAIL, OFFICE AND LIGHT INDUSTRIAL, STYLE WILL INCORPORATE THE USE OF VARIED PARAPET AND ROOF FEATURES, PLASTERS, METAL AWNINGS, SEVERAL NEUTRAL PAINT COLORS AND DIFFERENT STOREFRONT FEATURES IN ORDER TO VISUALLY SEPARATE THE BULK OF THE BUILDING MASS SO AS TO PROVIDE AN APPEALING EXPERIENCE AT THE PEDESTRIAN SCALE.

#### ROOF

THE ROOF IS TO BE FLAT BUILT UP ROOFING THROUGHOUT WITH STANDING SEAM METAL GABLE FEATURES ABOVE SOME RETAIL ENTRANCES AND A PERIMETER PARAPET AT VARYING HEIGHTS.

#### WALLS

WALLS ARE TO BE PAINTED 3-COAT STUCCO AND WOOD SIDING WITH THE APPLICATION OF A MINIMUM OF 30% OF APPROVED BRICK OR SYNTHETIC STONE MATERIAL ON ALL FACADES.

#### FOUNDATION

EXPOSED FOUNDATION IS TO MEET MINIMUM CODE REQUIREMENTS BUT IS TO BE NO MORE THAN SIX (6) INCHES HIGH.

#### COLUMNS

DECORATIVE PILASTERS ARE TO BE STUCCO PAINTED TO CONTRAST THE MAIN BUILDING.

#### COLORS

THE FOLLOWING FEATURES ARE TO BE PAINTED DIFFERENT COLORS APPROVED BY THE PLANNING DEPARTMENT. WALLS WITH PARAPET FEATURES, WALLS WITH GABLE ENDS, PLASTERS, AWNINGS.

#### WINDOWS

WINDOWS AND ENTRY DOORS ARE TO BE STOREFRONT (OR GARAGE DOOR AS APPROVED BY THE PLANNING DEPARTMENT), MAXIMIZING THE AMOUNT OF GLAZING AT THE PEDESTRIAN SCALE.

#### AWNINGS

AWNINGS ARE TO BE STANDING SEAM METAL WITH SOME UNIQUE FLAT AWNING FEATURES.

#### LIGHTING

ARCHITECTURAL DECORATIVE LIGHTING IS TO BE PROVIDED ON ALL FACADES. WALL PACK LIGHTING WILL BE ALLOWED AT SERVICE AREAS ONLY.

#### GRADE SIGNAGE

GRADE SIGNAGE IS TO MEET CITY MUNICIPAL CODE REQUIREMENTS AND BE SUBMITTED AND APPROVED BY THE PLANNING DEPARTMENT.

#### OTHER

DECORATIVE CRAFTSMAN BRACKET AND BEAM DETAILS TO BE PROVIDED UNDER THE GABLE ROOF FEATURES.

\* THE PRECEDING ARCHITECTURAL STANDARDS SUPERSEDE ANY MUNICIPAL GUIDELINES. ADHERENCE TO THE MUNICIPAL GUIDELINES IS REQUIRED IF A SPECIFIC ARCHITECTURAL STANDARD IS NOT DESCRIBED HEREIN.

VISTA COMMONS  
 PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH60  
 JOHNSTOWN, COLORADO 80534

PROJECT BY ORIGINATOR  
 PROJECT NUMBER: 111-1403JT  
 DATE: 20181023  
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SHEET TITLE  
**NON-RESIDENTIAL  
 ARCHITECTURAL  
 STANDARDS**

SHEET NUMBER  
**L0.24**

SHEET 24 OF 26



# VISTA COMMONS P.U.D.

## PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1

A PART OF MULTIPLE PARCELS

THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP NORTH, RANGE 88 WEST OF THE 6TH P.M.

TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

GENERAL NOTES

SHEET 26 OF 26



LANDSCAPE ARCHITECTURE | PLANNING

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VISTA COMMONS  
PRELIMINARY DEVELOPMENT PLAN SUBMITTAL

NE CORNER OF I-25 & SH86  
JOHNSTOWN, COLORADO 80534

PROJECT ORIGINATOR:  
PROJECT NUMBER: 1111-ADJUT  
DATE: 20181023  
PHASE: PDP

REVISION:



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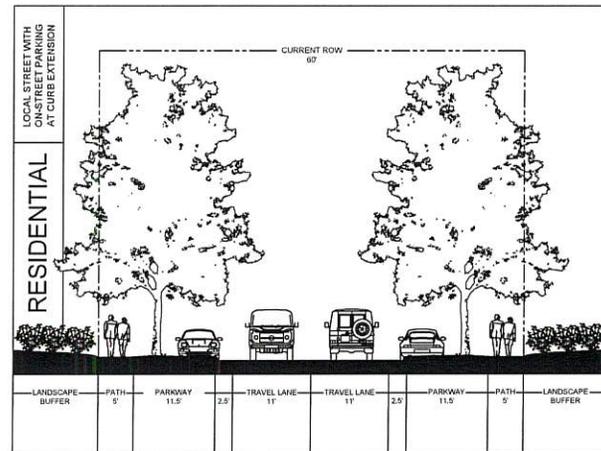
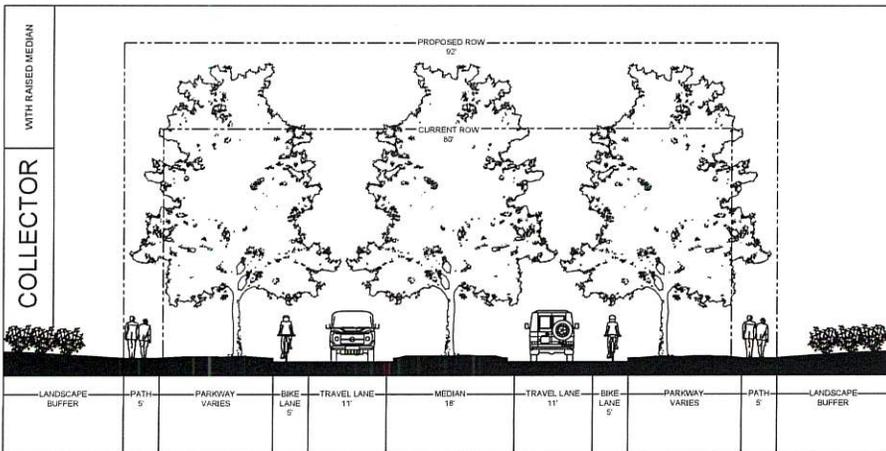
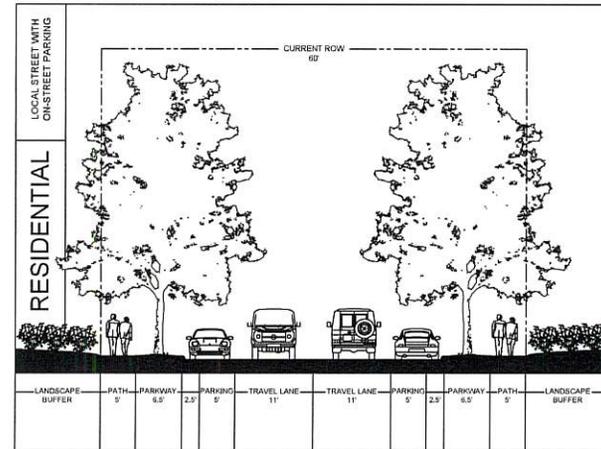
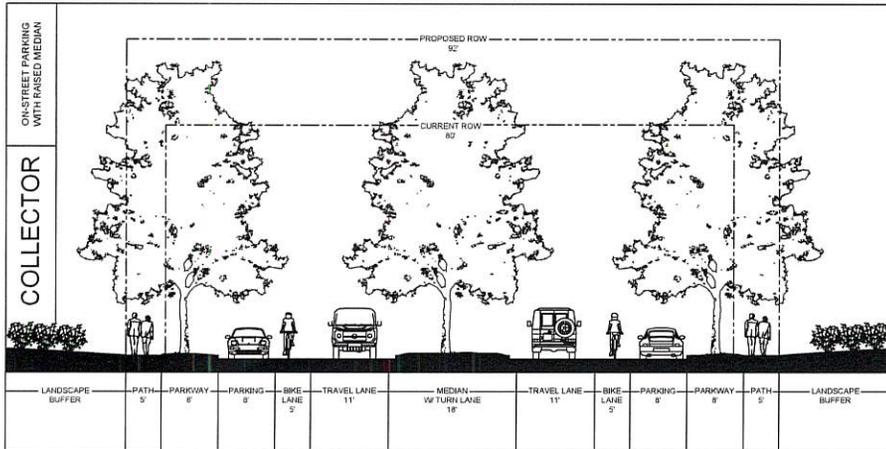
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SHEET TITLE:  
STREET SECTIONS

SHEET NUMBER:

L0.26

SHEET 26 OF 26



**PRELIMINARY SUBDIVISION  
PLAT**



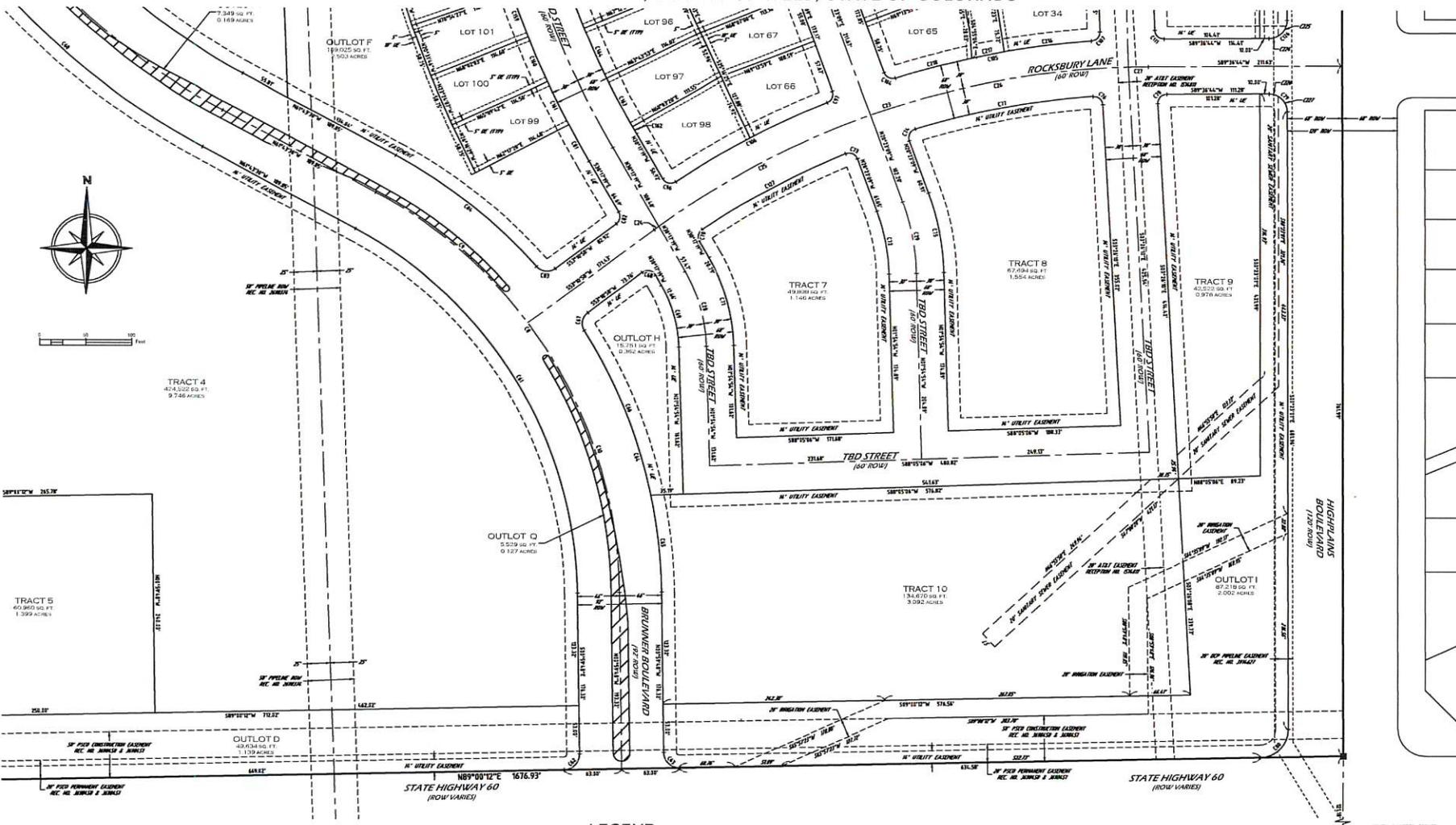






# VISTA COMMONS SUBDIVISION

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



**PRELIMINARY**

**NOTICE:**  
Recording for Colorado law you must commence any legal action based upon any defect in this map or within three years after the date of this map. In no event may any action based upon any defect in this map be commenced more than one year from the date of the certification shown herein. (13-010, C.R.S., 2012)

**BASED UPON BEARING AND LENGTH DATA OF:**  
Bearing and Length Data of the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., recorded on and shown on this plan, as being South 89°13'00" East, a distance of 242.76 feet and South 89°13'00" East, a distance of 242.76 feet.

The final dimensions as corrected herein are based upon the "1/8" Survey File."

**LEGEND**

	ALYQUOT CORNER AS DESCRIBED		BOUNDARY LINE
	SET ALYQUOT CORNER AS DESCRIBED		EASEMENT LINE
	CALCULATED POSITION		RIGHT OF WAY LINE
	SET MONUMENT AS DESCRIBED		SECTION LINE
	FOUND MONUMENT AS DESCRIBED		CENTERLINE
	DRAINAGE EASEMENT		
	UTILITY EASEMENT		



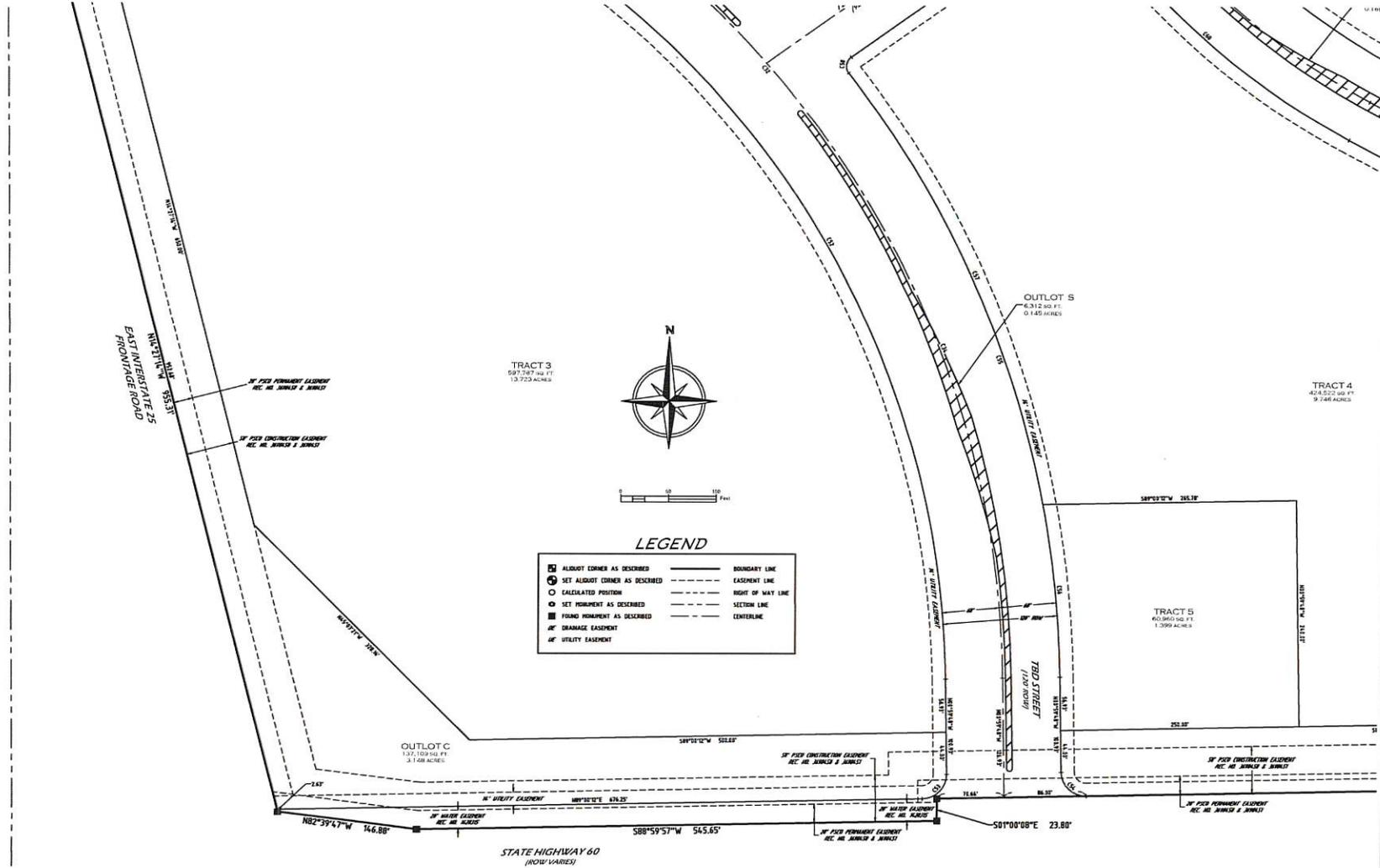
PROJECT NO 2018064	PROJECT NAME VISTA COMMONS	REVISIONS	DATE
DATE 10-9-2018	CLIENT COLORADO CIVIL GROUP		
DRAWN BY SIP	FILE NAME 2018064SUB		
CHECKED BY SIP	SCALE 1" = 50'		

**5**

SHEET 5 OF 8

# VISTA COMMONS SUBDIVISION

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



### LEGEND

⊕	ALDOUT CORNER AS DESCRIBED	---	BOUNDARY LINE
⊙	SET ALDOUT CORNER AS DESCRIBED	---	EASEMENT LINE
○	CALCULATED POSITION	---	RIGHT OF WAY LINE
⊙	SET MONUMENT AS DESCRIBED	---	SECTION LINE
⊕	FOUND MONUMENT AS DESCRIBED	---	CENTERLINE
⊕	10' DRAINAGE EASEMENT		
⊕	10' UTILITY EASEMENT		

PRELIMINARY

JAMES EATON - THE HOUSE OF MEASUREMENT SURVEYING, LLC  
1 Colorado Licensed Professional Land Surveyor 2151546

**BASE OF BEARINGS AND LINE LENGTH DEFINITION**  
Bearings are based on the 1983 North American Datum (NAD 83), Township 4 North, Range 68 West of the 6th P.M., measured as shown on this plat, as being North 89°17'00" East, or a distance of 264.56 feet and with all other bearings contained herein relative thereto.  
The final dimensions as contained herein are based upon the "U.S. Survey Foot".

**NOTICE**  
According to Colorado law, you must construct any legal action based upon any data in this survey within three years after you first observe such action. In no case may any action based upon any data in this survey be commenced more than two years from the date of the certification shown herein. (11-48-102 C.R.S. 2017)

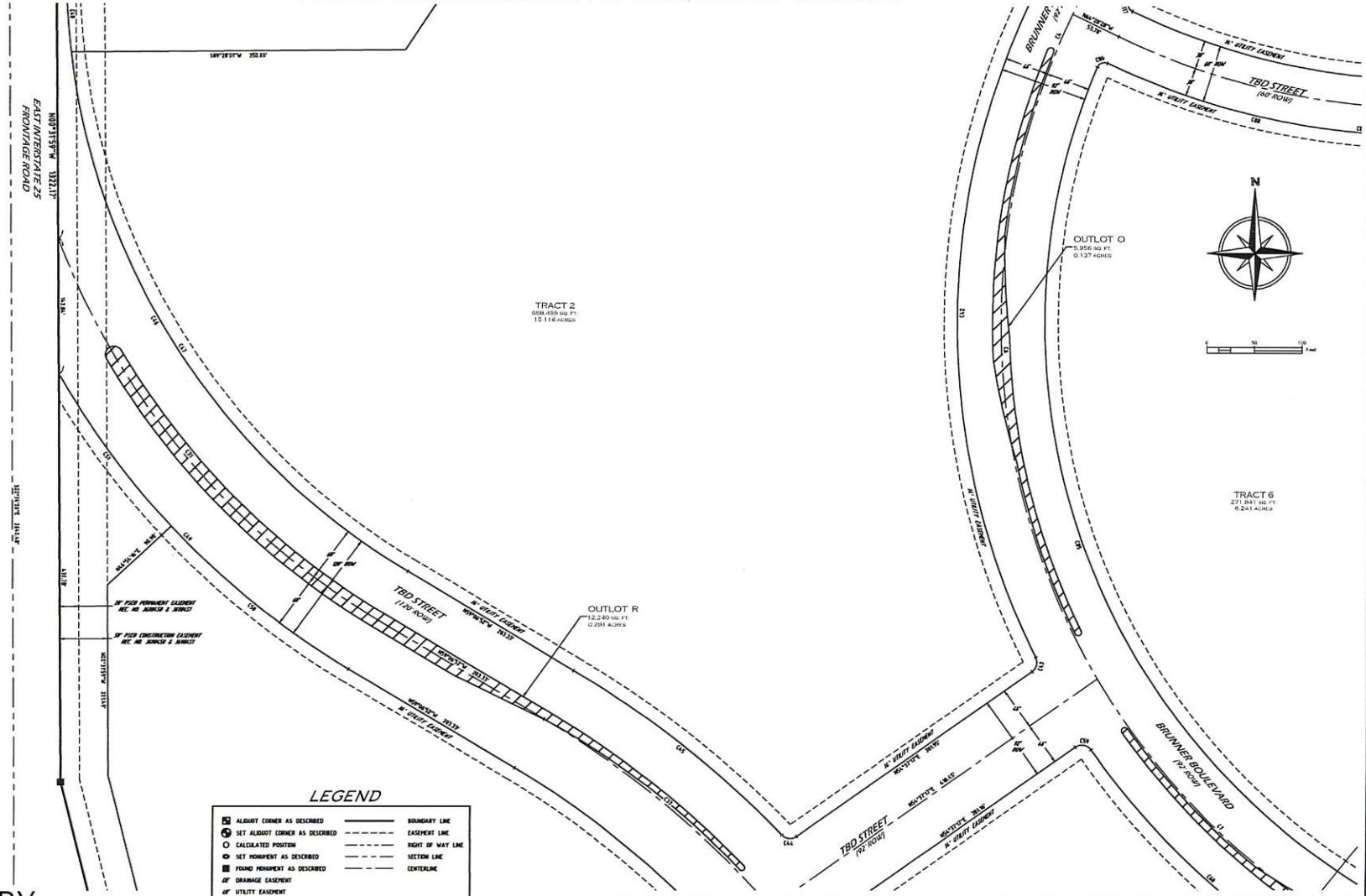


PROJECT NO: 2018064	PROJECT NAME: VISTA COMMONS	REVISIONS	DATE
DATE: 10-9-2018	CLIENT: COLORADO CIVIL GROUP		
DRAWN BY: SIP	FILE NAME: 2018064SUB		
CHECKED BY: SIP	SCALE: 1" = 50'		

6  
SHEET 6 OF 8

# VISTA COMMONS SUBDIVISION

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.  
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



**LEGEND**

⊠ ALGIDOT CORNER AS DESCRIBED	— BOUNDARY LINE
⊙ SET ALGIDOT CORNER AS DESCRIBED	- - - EASEMENT LINE
○ CALCULATED POSITION	- - - RIGHT OF WAY LINE
⊙ SET MONUMENT AS DESCRIBED	- - - SECTION LINE
⊠ FOUND MONUMENT AS DESCRIBED	- - - CENTERLINE
⊠ DRAINAGE EASEMENT	
⊠ UTILITY EASEMENT	

**PRELIMINARY**

Jessie Banks - The Office of Majestic Surveying, LLC  
Colorado Licensed Professional Land Surveyor #53334

**BASE OF BEARINGS AND INTERNAL ANGLE DEFINITIONS:**  
Bearings are North true to the North Pole of Section 2, Township 4 North, Range 68 West of the 6th P.M., measured as shown on this plan, as bearing North 0° 00' 00" East, a distance of 2663.76 feet and all other bearings contained herein relate to that line.

**NOTICE:**  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first observe or such defect. In no event may you collect based upon any defect in this survey, be commenced more than two years from the date of the certification shown herein. (13-40-101 C.R.S. 1012)

The final dimensions as contained herein are based upon the "U.S. Survey Feet"



PROJECT NO. 2018064	PROJECT NAME: VISTA COMMONS	REVISIONS	DATE
DATE: 10-9-2018	CLIENT: COLORADO CIVIL GROUP		
DRAWN BY: SIP	FILE NAME: 2018064SUB		
CHECKED BY: SIP	SCALE: 1" = 50'		

**7**

SHEET 7 OF 8

**AGENDA ITEM 10C**

**AMENDING THE FISCAL YEAR  
2019 BUDGET**

## TOWN COUNCIL AGENDA COMMUNICATION

**AGENDA DATE:** March 18, 2019

**ITEM NUMBER:** 10C

**SUBJECT:** FY 2019 Budget Amendment

**ACTION PROPOSED:** Approve the Proposed FY 2019 Budget Amendments as Presented

**ATTACHMENTS:** 1. Resolution 2019-09

**PRESENTED BY:** Matt LeCerf, Interim Town Manager

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### AGENDA ITEM DESCRIPTION:

Below is a series of budget amendment requests for the first quarter of 2019. The changes are broken into the various funds with descriptions associated with each of the proposed amendments. We also provide the Council approved expenditures and estimated fund balance for FY 2019 and the proposed expenditures and estimated fund balance based on the amendment. All numbers related to ending fund balances and expenditures have been rounded to the extent possible.

#### General Fund:

1. Caselle Accounts Receivable Module - \$10,000
  - a. This Caselle module will allow the Town to automate the Accounts Receivable process. The primary benefits of adding this module are an improvement in customer service and overall efficiency. The AR module will allow us to invoice electronically (or on paper), produce monthly statements for customers, track developer deposits and developer billbacks, track aging receivables, as well as produce revenue/business histories for customers. The module fully integrates with the rest of our financial accounting system allowing us to work in a tighter, closed system where items are not being handled or produced outside of the system. This approach provides a solid audit trail and increases security and financial control.
2. Furniture & Technology - \$18,500
  - a. With the addition of new employees in the office, the need for additional desks, chairs, filing cabinets, phones, computers and other office equipment has increased. Also, there is a small amount of additional cost for the new server purchase and installation that are now being realized for the project.
3. Police Vehicle Repairs - \$43,000
  - a. In 2018, the Town experienced a significant hail storm. As part of the damage sustained to the community, our police cars were also exposed to the elements causing approximately \$43,000 in damage to our police fleet. In 2019, CIRSA issued a check to the Town in the amount of \$40,879.96 which will be used to

repair all of the vehicles in the fleet. Accordingly to make these repairs a budget amendment is necessary to incur the costs which will be offset mostly by the revenue for this item. Repairs should be completed by June 2019.

4. Geographic Information System GIS Startup - \$20,000
  - a. Inclusion of this appropriation will allow us to get started building our internal GIS system. Currently, we have no maps in house for zoning, parcel data, water and sewer infrastructure, parks, or other datasets that we need to begin developing. This will allow us to purchase the GIS Software, a plotter and GPS unit to being mapping feature datasets to build our GIS system.

FY 2019 Approved Expenditures:	\$31,260,100
FY 2019 Approved Estimated Ending Fund Balance:	\$24,960,200

FY 2019 Budget Amendment Expenditures:	\$90,500
FY 2019 Budget Total Expenditures with Amendments:	\$31,350,600
FY 2019 Budget Estimated Ending Funds Balance with Amendment:	\$24,910,580

**Water Fund:**

1. DAF Saturator - \$55,000
  - a. The Council may recall that they approved in August 2018, the purchase of a DAF Saturator from Xylem, LLC. This is one of many component necessary to increase the overall capacity of the water treatment plant from 5 MGD to 10 MGD. The unit which was ordered is delayed until approximately March 2019. As of the end of FY 2018, only 10% of the cost had been paid and funds were not rolled over into FY 2019. Accordingly, a budget amendment is necessary to appropriate the funds for this into FY 2019.
2. Home Supply Ditch Company Assessment - \$16,000
  - a. During the December 2018 annual meeting, stock holders approved an assessment stock fee of \$175 per share. This was an increase from 2017 by XXX and is resulting in an increase in our total assessments due by \$16,000. Payment must be made to ensure delivery of water and home supply serves as our primary water source.
3. Professional Services - \$200,000
  - a. Two major initiatives are underway related to water that require additional funding for professional services. The first is allocation of \$100,000 for funding related to legal matters to pursue the Pulliam and Home Supply Water change cases. Thus far as mentioned during the work session on March 4, costs for the data collection has already incurred \$32,000 and another similar amount is necessary to complete the preliminary work prior to filing the application. The remaining balance would be used for costs incurred for the remainder of the fiscal year with hopes this amount would be sufficient for FY 2019.
  - b. The second major initiative is the exploration of a water system analysis and to begin design of the proposed water tower located somewhere on the south side of

Town. The \$100,000 would enable us to begin this work with the hopes this could cover the analysis and design components of the water system.

4. Lake Survey - \$15,000
  - a. The river commission has requested a lake survey for the Johnstown Lake to accurately monitor lake levels at Johnstown Lake.
  
5. Settlement Agreement – \$5,854,826
  - a. The Town recently entered into a settlement agreement with the TCMD #1 and as part of the settlement paid out \$9 million. The settlement will come from water and sewer based on the number of shares returned back to the Town. 851 shares were returned back to the Town.
  
6. CDPHE Sanitary Survey Compliance – \$15,000
  - a. Council will recall the letter received from the Colorado Department of Public Health and Environment (CDPHE) related to their recent Sanitary Survey. To meet the expectations of the State, we need to replace some outdated equipment that is not operating properly and is providing us with invalid results.

FY 2019 Approved Expenditures:	\$ 2,483,900
FY 2019 Approved Estimated Ending Fund Balance:	\$22,822,400
FY 2019 Budget Amendment Expenditures:	\$6,255,826
FY 2019 Budget Total Expenditures with Amendments:	\$8,639,726
FY 2019 Budget Estimated Ending Funds Balance with Amendment:	\$6,255,826

**Sewer Fund:**

1. Settlement Agreement – \$3,145,174
  - a. The Town recently entered into a settlement agreement with the TCMD #1 and as part of the settlement paid out \$9 million. The settlement will come from water and sewer based on the number of shares returned back to the Town. 561 sewer PIF's were returned back to the Town.
  
2. Professional Services - \$250,000
  - a. As the Town is aware, we are exploring the need for sanitary sewer capacity in various basins to ensure development in the community. As part of the Town's due diligence, we are reviewing current and future growth of the community.
  
3. Low Point WWTP Repairs – \$10,000
  - a. The level sensors at the LP-WWTP are broken and have been for some time. This has the ability to overtop the system and needs to be repaired. The MBBR air lines have leaks in them impacting the ability to treat properly and can impact the life of the bugs.

FY 2019 Approved Expenditures:	\$ 2,074,000
FY 2019 Approved Estimated Ending Fund Balance:	\$10,571,800

FY 2019 Budget Amendment Expenditures:	\$3,180,174
FY 2019 Budget Total Expenditures with Amendments:	\$5,254,174
FY 2019 Budget Estimated Ending Funds Balance with Amendment:	\$7,391,626

**Impact Fee Fund:**

1. J-25, LLC Improvements – \$454,648.96
  - a. As part of the planned improvements at the Hwy 402 and I-25 Interchange, J-25 LLC has been working with CDOT on additional improvements to the Frontage Road. The improvements are to be paid exclusively by the J-25 LLC and to facilitate this scope, the Town is acting as a conduit between CDOT and J-25, LLC since CDOT cannot directly contract with a private developer. The cost for the planned improvements is \$454,648.96 and J-25, LLC has provided payment for this work to the Town and we will pass these funds through to CDOT. In order to make this payment, a budget amendment for this in both the revenue and expenditure is necessary. The pass through results in a \$0.00 difference in the ending fund balance and will be run through the Transportation Impact Fee line item.
  
2. Great Western RR Improvements at Hwy 34 - \$47,190.26
  - a. The Town received in 2019 an invoice for services rendered by the Great Western Railroad for improvement to the railroad section at Highway 34 and LCR 3. This was related to improvements during the Scheels construction project and the necessary infrastructure improvements to make this economic development project a reality. Services for this were completed by December 2017 based on the invoice the Town received in 2019.

FY 2019 Approved Expenditures:	\$ 101,000
FY 2019 Approved Estimated Ending Fund Balance:	\$18,546,700

FY 2019 Budget Amendment Expenditures:	\$ 501,840
FY 2019 Budget Total Expenditures with Amendments:	\$ 602,804
FY 2019 Budget Estimated Ending Funds Balance with Amendment:	\$ 18,499,509

**LEGAL ADVICE:**

The resolution was reviewed by the Town Attorney

**FINANCIAL ADVICE:**

Funds are available in the various funds to meet the additional expenditures considered in this budget amendment.

**RECOMMENDED ACTION:**

**SUGGESTED MOTIONS:**

**For Approval:**

I move to approve the resolution as presented for the FY 2019 Budget Amendment.

**For Denial:**

I move that we deny the resolution as presented for the FY 2019 Budget Amendment

**Reviewed and Approved for Presentation:**

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Town Manager

# **RESOLUTION**

**No. 2019-09**

**TOWN OF JOHNSTOWN**

**RESOLUTION NO. 2019-09**

**A RESOLUTION AMENDING THE FISCAL YEAR 2019 BUDGET AND APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES AND TRANSFERS IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF JOHNSTOWN, COLORADO.**

**WHEREAS**, on December 3, 2018, the Town Council, adopted, by Resolution No. 2018-19, the Fiscal Year 2019 Budget (“2019 Budget”); and

**WHEREAS**, the Town Council of the Town of Johnstown has received a recommendation from Town staff to revise the 2019 spending plan for the funds listed below and the Town Manager has certified that there are revenues available for appropriation in excess of those estimated in the 2019 Budget; and

**WHEREAS**, projects have been evaluated and expenditures are being adjusted for the 2019 operating and capital budgets; and

**WHEREAS**, the Town Council agrees to modify appropriated expenditures for the 2019 Budget, insuring the budget will be in balance and that authorized budgeted expenditures are amended, as required by law; and

**WHEREAS**, money is available in the various funds clearly described below in the form of the unappropriated or unrestricted reserves.

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

**Expenditures**

**Section 1. General Fund:**

Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget General Fund appropriations expense is hereby increased from \$31,260,100 to \$31,350,600 for the purpose of defraying additional expenses.

**Section 2. Water Fund:**

Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget Water Fund appropriations expense is hereby increased from \$2,483,900 to \$8,639,726 for the purpose of defraying additional expenses.

**Section 3. Sewer Fund:**

Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget Sewer Fund appropriations expense is hereby increased from \$2,074,000 to \$5,254,174 for the purpose of defraying additional expenses.

**Section 4. Impact Fee Fund:**

Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget Impact Fee Fund appropriations expense is hereby increased from \$101,000 to \$501,840 for the purpose of defraying additional expenses.

PASSED, SIGNED, APPROVED AND ADOPTED at a regular meeting of the Town Council of the Town of Johnstown on this 18<sup>th</sup> day of March, 2019.

**ATTEST**

**TOWN OF JOHNSTOWN, COLORADO**

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

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**AGENDA ITEM 10D**

**APPROVAL OF  
CAPITAL IMPROVEMENT  
PLAN**

## **TOWN COUNCIL AGENDA COMMUNICATION**

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**AGENDA DATE:** March 18, 2019

**ITEM NUMBER:** 10D

**SUBJECT:** Capital Improvement Plan

**ACTION PROPOSED:** Approval of the FY 2019 – 2028 Capital Improvement Plan

**ATTACHEMENTS:** 1. FY 2019 – 2028 Capital Improvement Plan

**PRESENTED BY:** Mitzi McCoy, Finance Director

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**AGENDA ITEM DESCRIPTION:** A capital improvement plan (CIP) is a community planning and fiscal management tool used to coordinate the location, timing and funding of capital improvements over a multi-year period. The goal of the CIP is to create a logical, data-driven, comprehensive, integrated and transparent capital investment strategy that addresses infrastructure needs, reflects community values, supports Town operations, programs and services and exemplifies financial and environmental best practices. By providing funding for strategic investments at a given time and location, the CIP helps ensure that development occurs consistent with a community's plans and visions.

The development of the Town of Johnstown CIP plays an important role in the Town's upcoming budget process. The upcoming year of the CIP provides guidelines for near-term capital needs that should be considered when building the Town's 2020 Capital Budget. The Town of Johnstown's CIP is a ten-year plan that attempts to identify the needs of the community and indicates where the funding will need to originate during that ten-year period. In general, only projects/items that cost more than \$5,000 and have a useful life in excess of three years are included in the Town's CIP. Capital improvements refer to major, non-recurring physical expenditures such as land, buildings, public infrastructure, equipment and vehicles. The Town's CIP plan also includes some staffing projections in specific departments to help substantiate increased needs for additional equipment and vehicles. The CIP is reviewed and updated on an annual basis.

The CIP was developed with input from each department and their respective teammates within each department. We believe this document represents the needs of the organization for the benefit of the community. It is important to keep in mind that this is a living document as priorities and conditions can change from time to time – (example September 2013 floods) based on realized weaknesses in the various infrastructure types.

**LEGAL ADVICE:**  
Not Applicable

**FINANCIAL ADVICE:** The development and implementation of a capital improvement plan is important for financial planning and is considered a best practice by the Government Finance Officers Association.

**RECOMMENDED ACTION:**

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve the FY 2019 – 2028 Capital Improvement Plan as presented.

**For Denial:** I move to deny the FY 2019 – 2028 as presented.

**Reviewed:**

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**Town Manager**

**FY -2019 – 2028  
CAPITAL IMPROVEMENT  
PLAN**

TOWN OF JOHNSTOWN, COLORADO

2019 - 2028 Capital Improvement Plan

PROJECTS BY DEPARTMENT

DEPARTMENT	PROJECT NAME	FUND	FY '19	FY '20	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Administration	Computer Replacement Schedule	All Funds		\$ 15,000	\$ 15,000	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 165,000
Administration	Information Technology Need	All Funds		\$ 25,000	\$ 50,000	\$ 50,000		\$ 50,000	\$ 50,000				\$ 225,000
Administration	Copier Replacement	General Fund		\$ 9,000					\$ 10,000				\$ 19,000
Administration	Vehicle Replacement	General Fund		\$ 30,000						\$ 32,000			\$ 62,000
Administration	Computer Software - Utilities/Financial	All Funds										\$ 150,000	\$ 150,000
<b>Administration Total</b>				<b>\$ 79,000</b>	<b>\$ 65,000</b>	<b>\$ 65,000</b>	<b>\$ 20,000</b>	<b>\$ 70,000</b>	<b>\$ 80,000</b>	<b>\$ 52,000</b>	<b>\$ 20,000</b>	<b>\$ 170,000</b>	<b>\$ 621,000</b>
Planning	Vehicle Replacement	General Fund			\$ 32,000								\$ 32,000
Planning	Comprehensive Plan & Updates	General Fund		\$ 120,000					\$ 60,000				\$ 180,000
Planning	GIS System Development	General Fund		\$ 50,000									\$ 50,000
Planning	Master Park Plan Development	Parks			\$ 60,000					\$ 30,000			\$ 90,000
Planning	Trail Development	Parks											\$ -
Planning	Staff	General Fund		\$ 65,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
<b>Planning Total</b>			<b>\$ -</b>	<b>\$ 235,000</b>	<b>\$ 60,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,000</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 385,000</b>
Police	Copier	General Fund				10,000							10,000
Police	Range	Impact Fund			25,000								25,000
Police	Vehicle Replacement	Impact Fund		141,700	148,800	156,200	164,000	172,200	180,800	189,800	199,300		1,352,800
Police	Vehicle Replacement	Equipment Replacement	44,000	70,900	74,400	78,100	82,000	86,100	90,400	94,900	99,700	104,700	825,200
Police	UTV	Impact fund				28,200							28,200
Police	Body Cameras and Storage (Axon-20)	Impact Fund		19,500									19,500
Police	K-9	Impact Fund		21,400									21,400
Police	Police Department Expansion	Impact Fund			800,000								800,000
Police	Civilian Employee	General Fund	44,970										44,970
Police	New Officer's	General Fund		227,300	77,700	163,000	158,800	179,700	188,700	183,800	208,100	250,800	1,637,900
<b>Police Total</b>			<b>\$ 88,970</b>	<b>\$ 480,800</b>	<b>\$ 1,100,900</b>	<b>\$ 425,500</b>	<b>\$ 404,800</b>	<b>\$ 438,000</b>	<b>\$ 459,900</b>	<b>\$ 468,500</b>	<b>\$ 507,100</b>	<b>\$ 355,500</b>	<b>\$ 4,764,970</b>
Parks	Park Mowers	Equipment Replacement Fund	\$ 17,000			\$ 20,000			\$ 25,000			\$ 25,000	\$ 87,000
Parks	Sunrise Park Replace Playground Equipment and Pour in Place	Conservation Trust Fund			\$ 70,000								\$ 70,000
Parks	Rolling Hills Park Replace Playground Equipment and Pour In Place	Conservation Trust Fund						\$ 90,000					\$ 90,000
Parks	Hays Park Replace Playground Equipment and Pour in Place	Conservation Trust Fund									\$ 100,000		\$ 100,000
<b>Parks Total</b>			<b>\$ 17,000</b>	<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 90,000</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 25,000</b>	<b>\$ 347,000</b>

TOWN OF JOHNSTOWN, COLORADO

2019 - 2028 Capital Improvement Plan

PROJECTS BY DEPARTMENT

DEPARTMENT	PROJECT NAME	FUND	FY '19	FY '20	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Wastewater	Sewer Rehabilitation	Wastewater	\$ 70,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 770,000
Wastewater	Vehicle	Wastewater	\$ 19,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ 124,000
Wastewater	UV - Low Point	Wastewater	\$ -	\$ 300,000									\$ 300,000
Wastewater	Instrumentation/SCADA	Wastewater	\$ 140,000	\$ 100,000	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ 240,000
Wastewater	Low Point Design/Construction (Expansion)	Wastewater	\$ -	\$ 100,000	\$ 3,000,000								\$ 3,100,000
Wastewater	Central Plant Design/Construction (Rebuild)	Wastewater				\$ 400,000	\$ -	\$ 15,000,000	\$ 15,000,000				\$ 30,400,000
Wastewater	Aeration	Wastewater	\$ 464,000										\$ 464,000
Wastewater	Honeywell Filters	Wastewater		\$ 1,000,000									\$ 1,000,000
Wastewater	Sewer Interceptor Expansion	Wastewater	\$200,000	\$ 4,500,000									\$ 4,700,000
Wastewater	VacTruck	Wastewater			\$ 50,000								\$ 50,000
	<b>Wastewater Total</b>		<b>\$ 893,000</b>	<b>\$ 6,000,000</b>	<b>\$ 3,200,000</b>	<b>\$ 435,000</b>	<b>\$ 150,000</b>	<b>\$ 15,000,000</b>	<b>\$ 15,235,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ 35,000</b>	<b>\$ 41,148,000</b>
Cemetery	Riding Mower	General Fund	\$ 19,000		\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 79,000
Cemetery	Design/ build unused land for graves/roads	General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000			\$ 100,000
Cemetery	Fence around front/north	General Fund		\$ 20,000	\$ -	\$ -				\$ 75,000			\$ 95,000
	<b>Cemetery Total</b>		<b>\$ 19,000</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 175,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 274,000</b>
Water	GIS	Water / Wastewater Fund		\$ 100,000	\$ 50,000								\$ 150,000
Water	Distribution / Collection Crew	Water / Wastewater Fund	\$ -	\$ 100,000	\$ -	\$ 100,000			\$ 110,000				\$ 310,000
Water	Crew Vehicles	Water / Wastewater Fund	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 120,000
Water	Backhoe Replacement	Multiple Fund		\$ 180,000									\$ 180,000
Water	Filter Expansion Design/Build	Water Fund		\$ 30,000	\$ 200,000								\$ 230,000
Water	VacTruck	Water Fund			\$ 100,000	\$ -							\$ 100,000
Water	South Water Tank Design/Build (1M. Gal)	Water Fund	\$ 100,000	\$ 2,000,000									\$ 2,100,000
Water	Valve Exerciser	Water Fund			\$ 20,000								\$ 20,000
Water	Waterline Replacement	Water Fund	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000
Water	Instrumentation/SCADA	Water Fund	\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 250,000
Water	Saturator	Water Fund	\$ 60,000										\$ 60,000
Water	Pipe Gallery	Water Fund	\$ 90,000										\$ 90,000
Water	Hillsborough Ditch to Waterplant Design/Build	Water Fund	\$ 40,000		\$ 1,500,000	\$ 150,000							\$ 1,690,000
Water	Raw Water Pipe line to Plant Design / Build	Water Fund					\$ 100,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000			\$ 45,100,000
Water	Raw Water Acquisition	Water Fund		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000	\$ 3,750,000
	<b>Water Total</b>		<b>\$ 364,000</b>	<b>\$ 3,360,000</b>	<b>\$ 1,924,000</b>	<b>\$ 1,220,000</b>	<b>\$ 174,000</b>	<b>\$ 15,950,000</b>	<b>\$ 15,184,000</b>	<b>\$ 15,950,000</b>	<b>\$ 274,000</b>	<b>\$ 950,000</b>	<b>\$ 55,350,000</b>

TOWN OF JOHNSTOWN, COLORADO

2019 - 2028 Capital Improvement Plan

PROJECTS BY DEPARTMENT

DEPARTMENT	PROJECT NAME	FUND	FY '19	FY '20	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Streets	Jay Ave overlay	Street Fund/Impact Fee Fund/ Capital Fund	\$ 88,000										\$ 88,000
Streets	4th Street overlay	Street Fund/Impact Fee Fund/ Capital Fund	\$ 182,600										\$ 182,600
Streets	Hawthorne Ave overlay	Street Fund/Impact Fee Fund/ Capital Fund	\$ 190,650										\$ 190,650
Streets	Sidewalk Replacement	Capital Fund	\$ 27,000	\$ 27,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 40,000	\$ 40,000	\$ 329,000
Streets	Curb Gutter Replacement repair	Storm Water Fund	\$ 70,000	\$ 70,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 85,000	\$ 85,000	\$ 775,000
Streets	Street Maintenance Program	Street Fund/Impact Fee Fund/ Capital Fund	\$ 263,000	\$ 1,040,000	\$ 790,000	\$ 790,000	\$ 850,000	\$ 950,000	\$ 900,000	\$ 925,000	\$ 975,000	\$ 975,000	\$ 8,458,000
Streets	Bridge Repair & Maintenance	Street & Storm Water Fund		\$ 100,000		\$ 100,000		\$ 100,000		\$ 100,000		\$ 100,000	\$ 500,000
Streets	Alley Overlay Program	Street Fund/Impact Fee Fund/ Capital Fund			\$ 100,000		\$ 100,000		\$ 100,000		\$ 100,000		\$ 400,000
Streets	LCR 3	Impact Fee Fund				\$ 2,500,000					\$ 100,000		\$ 2,600,000
Streets	WCR 50	Impact Fee Fund		\$ 1,300,000							\$ 100,000		\$ 1,400,000
Streets	WCR 46	Impact Fee Fund									\$ 3,750,000		\$ 3,750,000
Streets	2 Ton Plow Truck	Equipment Replacement Fund				\$ 75,000				\$ 80,000			\$ 155,000
Streets	Pickup/Utility Truck	Equipment Replacement Fund		\$ 45,000		\$ 45,000				\$ 50,000			\$ 140,000
Streets	Front End Loader	Equipment Replacement Fund										\$ 250,000	\$ 250,000
Streets	Road Grader	Equipment Replacement Fund									\$ 300,000		\$ 300,000
Streets	5 Ton Plow Truck	Equipment Replacement Fund			\$ 175,000				\$ 175,000				\$ 350,000
Streets	Roller for Street Repair	Equipment Replacement Fund		\$ 50,000					\$ 60,000				\$ 110,000
Streets	Street Sweeper	Equipment Replacement Fund		\$ 240,000								\$ 260,000	\$ 500,000
Streets	VacTruck	Equipment Replacement Fund			\$ 50,000								\$ 50,000
<b>Streets</b>			<b>\$ 821,250</b>	<b>\$ 2,872,000</b>	<b>\$ 1,220,000</b>	<b>\$ 3,615,000</b>	<b>\$ 1,055,000</b>	<b>\$ 1,165,000</b>	<b>\$ 1,350,000</b>	<b>\$ 1,270,000</b>	<b>\$ 5,450,000</b>	<b>\$ 1,710,000</b>	<b>\$ 20,528,250</b>
<b>TOTALS</b>			<b>\$ 2,203,220</b>	<b>\$ 13,046,800</b>	<b>\$ 7,639,900</b>	<b>\$ 5,800,500</b>	<b>\$ 1,803,800</b>	<b>\$ 32,713,000</b>	<b>\$ 32,413,900</b>	<b>\$ 17,945,500</b>	<b>\$ 6,551,100</b>	<b>\$ 3,265,500</b>	<b>\$ 123,418,220</b>

**AGENDA ITEM 10E**

**WATER AND WASTEWATER  
TAP FEE INCREASE**

# **RESOLUTION**

**No. 2019-11**

**TOWN OF JOHNSTOWN, COLORADO**

**RESOLUTION NO. 2019-11**

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO, WATER ACTIVITY ENTERPRISE, INCREASING THE WATER TAP FEES SET FORTH IN SECTION 13-42(d) OF THE JOHNSTOWN MUNICIPAL CODE, AND OF THE TOWN OF JOHNSTOWN, COLORADO, SEWER ACTIVITY ENTERPRISE, INCREASING THE SEWER TAP FEES SET FORTH IN SECTION 13-27 OF THE JOHNSTOWN MUNICIPAL CODE**

**WHEREAS**, the Town of Johnstown, Colorado, Water Activity Enterprise (the “Water Enterprise”), is a duly created enterprise, as that term is defined in Article X, Section 20 of the Colorado Constitution; and

**WHEREAS**, the Town of Johnstown, Colorado, Sewer Activity Enterprise (the “Sewer Enterprise”), is a duly created enterprise, as that term is defined in Article X, Section 20 of the Colorado Constitution; and

**WHEREAS**, the Town Council of the Town of Johnstown (“Town”) acts as the governing body of the Water Enterprise and Sewer Enterprise; and

Water Tap Fees

**WHEREAS**, the Town, acting by and through the Water Enterprise, imposes water fees for both usage and impact connection pursuant to Article III of Chapter 13 of the Johnstown Municipal Code; and

**WHEREAS**, the Town charges water usage fees on an incremental tiered rate structure and charges impact fees at the time of connection to the potable water system; and

**WHEREAS**, on March 18, 2019, the Town Manager and the Town Finance Director presented a Pro Forma related to the Town’s water system to Town Council, projecting both revenue and expenditures requirements through the 2028 calendar year based on the previous and anticipated costs of providing water service and the anticipated changes due to price escalation and increased levels of service, including the increased cost of operation and maintenance and the financing of proposed water system improvements; and

**WHEREAS**, in addition, the Town Manager and the Town Finance Director presented Town Council with a proposed 10 Year Water Capital Improvement Plan 2019 – 2028 establishing that significant capital improvements are needed throughout the Town’s water system; and

**WHEREAS**, collectively, the Pro Forma and 10 Year Water Capital Improvement Plan (“Water Pro Forma”) are attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, the Water Pro Forma indicates that current revenues are not sufficient to meet the anticipated water expenditures because the 10 Year Water Capital Improvement Plan calls

for over fifty-five million dollars (\$55,000,000) in improvements to the water system over the next ten (10) years, many of which are outlined in Town of Johnstown Master Plan for water; and

**WHEREAS**, based on its analysis, Town Staff recommends water tap fees be increased by ten percent (10%); and

#### Sewer Tap Fees

**WHEREAS**, the Town, acting by and through the Sewer Enterprise, imposes sewer fees for both usage and impact connection pursuant to Article II of Chapter 13 of the Johnstown Municipal Code; and

**WHEREAS**, the Town charges sewer usage fees on a flat rate structure and charges impact fees at the time of connection to the sanitary sewer system; and

**WHEREAS**, on March 18, 2019, the Town Manager and the Town Finance Director presented a Pro Forma related to the Town's wastewater system to Town Council, projecting both revenue and expenditures requirements through the 2028 calendar year based on the previous and anticipated costs of providing wastewater services and the anticipated changes due to price escalation and increased levels of service, including the increased cost of operation and maintenance and the financing of proposed wastewater system improvements; and

**WHEREAS**, in addition, the Town Manager and the Town Finance Director presented Town Council with a proposed 10 Year Wastewater Capital Improvement Plan 2019 – 2028 establishing that significant capital improvements are needed throughout the Town's wastewater system; and

**WHEREAS**, collectively, the Pro Forma and 10 Year Water Capital Improvement Plan ("Wastewater Pro Forma") are attached hereto and incorporated herein by reference as Exhibit B; and

**WHEREAS**, the Wastewater Pro Forma indicates that current revenues are not sufficient to meet the anticipated wastewater expenditures because the 10 Year Wastewater Capital Improvement Plan calls for over forty-one million dollars (\$41,000,000) in improvements to the wastewater system over the next ten (10) years, many of which are outlined in Town of Johnstown Master Plan for sewer; and

**WHEREAS**, based on its analysis, Town Staff recommends that the sewer tap fee for "In-Town" residential sewer taps be increased by twenty percent (20%); and

**WHEREAS**, the Town Council recognizes that the rate changes recommended above, while not predicated on comparison, are noticeably lower than most communities in the northern front range area; and

**WHEREAS**, the Town Council reaffirms the increases of water and wastewater tap fees for the 2020 calendar year for meter sizes that are 1" or larger based on Resolution 2015-20 and Resolution 2014-15 respectively, and does not hereby seek to further increase those tap fees; and

**WHEREAS**, based on the recommendation of the Town Manager and the Town Finance Director and the Water Pro Forma and the Sewer Pro Forma projecting revenues and expenditures of the water system and the wastewater system, the Town Council desires to increase the water tap fees and the sewer tap fees; and

**WHEREAS**, Section 13-51 of the Johnstown Municipal Code permits the amendment of water and sewer tap fees by resolution of the Town Council; and

**WHEREAS**, the Town Council deems this Resolution to be in the best interests of the Town of Johnstown.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO**, acting as the governing body of the **TOWN OF JOHNSTOWN, COLORADO, WATER ACTIVITY ENTERPRISE**, and the governing body of the **TOWN OF JOHNSTOWN, COLORADO, SEWER ACTIVITY ENTERPRISE**, that water and sewer tap fees be adjusted under Chapter 13 of the Johnstown Municipal Code as follows:

**Section 1.** Section 13-42 (d) of the Johnstown Municipal Code shall be amended to read as follows:

Section 13-42. Rates and charges, meters generally.

(d) Potable water tap fee. The water tap fee shall be six thousand four hundred thirty seven dollars (\$6,437.00) for a three-quarter-inch meter. In addition, the tap fee schedule shall be revised for the larger meters to be based on the meter capacity of the larger meters in relation to the three-quarter-inch meters, as determined by the American Water Works ratings. In addition, since the water use and peak rates of use from the larger meters can vary widely from one (1) customer to another depending on the type of customer, the fees for the larger meters (four [4] inches through eight [8] inches) shall be determined on a case-by-case basis to reflect the individual needs of those users. The fees are summarized in the following table:

Water Tap Fees

Meter Size	Ratio to 3/4"	WATER TAP FEES			
		2019	2020	2019	2020
		In-Town	In-Town	Out of Town	Out of Town
3/4"	1	\$6,437.00	\$6,437.00	\$7,920	\$7,920
1"	1.7	\$9,949.50	\$10,247.98	\$12,000	\$12,360
1-1/2"	3.3	\$19,313.73	\$19,893.14	\$24,000	\$24,720
2"	5.3	\$31,019.02	\$31,949.59	\$38,400	\$39,552
3"	11.7	\$68,475.96	\$70,530.23	\$85,333	\$87,892.99
4"	21	Negotiable	Negotiable	Negotiable	Negotiable
6"	46.7	Negotiable	Negotiable	Negotiable	Negotiable
8"	80	Negotiable	Negotiable	Negotiable	Negotiable

**Section 2.** Section 13-27 of the Johnstown Municipal Code shall be amended to read as follows:

Sec. 13-27. Sewer tap fees.

The sewer tap fee schedule is determined in accordance with the meter capacity as recommended for the water meters. Water use and wastewater flows from the larger meters can vary widely from one (1) customer to another, depending on the type of customer. Consequently, the fees for the larger meters (four [4] inches through eight [8] inches) shall be determined on a case-by-case basis to reflect the individual needs of those users. Fees are summarized in the following table:

Sewer Tap Fees

Meter Size	Ratio to 3/4"	SEWER TAP FEES	
		2019	2020
		In-Town	In-Town
3/4"	1	\$5,280	\$5,280
1"	1.7	\$7,480	\$7,650
1-1/2"	3.3	\$14,520	\$14,850
2"	5.3	\$23,320	\$23,850
3"	11.7	\$51,480	\$52,650
4"	21	Negotiable	Negotiable
6"	46.7	Negotiable	Negotiable
8"	80	Negotiable	Negotiable

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

PASSED, SIGNED, APPROVED, AND ADOPTED by the Town Council of the Town of Johnstown, acting as the governing body of the Water Activity Enterprise and Sewer Activity Enterprise, this 18<sup>th</sup> day of March, 2019.

**TOWN OF JOHNSTOWN, COLORADO  
WATER ACTIVITY ENTERPRISE &  
SEWER ACTIVITY ENTERPRISE**

**ATTEST**

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

By: \_\_\_\_\_  
Gary Lebsack, Mayor

**EXHIBIT A**  
**WATER PRO FORMA**

Town of Johnstown  
Water Pro Forma - 2019

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	Totals
Beg Cash Balance	17,239,138	20,671,483	23,276,463	19,575,189	19,589,108	20,606,954	22,408,622	24,752,843	12,094,387	16,072,845	1,549,943	1,190,385	
Tap Fees - Impact	1,577,923	1,452,449	1,496,023	1,892,537	2,162,899	1,905,411	1,132,947	682,343	643,720	643,720	643,720	643,720	17,903,232
Customer Revenues	2,710,234	2,947,989	3,124,869	3,457,667	3,838,011	4,260,192	4,622,308	4,945,870	5,292,080	5,662,526	6,058,903	6,543,615	60,454,304
Misc. Revenues	549,543	1,270,170	596,380	217,000	230,020	243,821	252,355	257,402	262,550	267,801	273,157	281,352	6,026,144
Grant Revenues				1,000,000				1,000,000					2,000,000
Bond Revenues									18,000,000				18,000,000
<b>Total Revenues</b>	<b>4,837,700</b>	<b>5,670,609</b>	<b>5,217,272</b>	<b>6,567,204</b>	<b>6,230,930</b>	<b>6,409,424</b>	<b>6,007,610</b>	<b>6,885,615</b>	<b>24,198,351</b>	<b>6,574,047</b>	<b>6,975,780</b>	<b>7,468,687</b>	<b>104,383,680</b>
Admin Costs	161,248	213,531	219,937	226,535	233,331	240,331	247,541	254,967	262,616	270,495	278,610	286,968	3,227,794
Operational Costs	1,060,860	2,504,643	2,579,783	2,966,750	3,055,753	3,147,425	3,241,848	3,339,103	3,439,276	3,542,455	3,648,728	3,758,190	38,406,562
Capital Costs	183,247	347,454	264,000	3,360,000	1,924,000	1,220,000	174,000	15,950,000	15,184,000	15,950,000	2,074,000	950,000	58,540,090
Transfers	0	0	0	0	0	0	0	0	0	0	0	0	947,488
Plant Investment Fee Cert.	0	0	5,854,826	0	0	0	0	0	0	0	0	0	5,854,826
Debt Expense	0	0	0	0	0	0	0	0	1,334,000	1,334,000	1,334,000	1,334,000	
<b>Total Expenses</b>	<b>1,405,355</b>	<b>3,065,628</b>	<b>8,918,546</b>	<b>6,553,285</b>	<b>5,213,084</b>	<b>4,607,756</b>	<b>3,663,389</b>	<b>19,544,071</b>	<b>20,219,893</b>	<b>21,096,949</b>	<b>7,335,338</b>	<b>6,329,158</b>	<b>106,976,761</b>
<b>Net</b>	<b>3,432,345</b>	<b>2,604,980</b>	<b>-3,701,274</b>	<b>13,919</b>	<b>1,017,846</b>	<b>1,801,668</b>	<b>2,344,221</b>	<b>-12,658,456</b>	<b>3,978,458</b>	<b>-14,522,902</b>	<b>-359,558</b>	<b>1,139,529</b>	<b>-2,593,081</b>
<b>Ending Cash Balance</b>	<b>20,671,483</b>	<b>23,276,463</b>	<b>19,575,189</b>	<b>19,589,108</b>	<b>20,606,954</b>	<b>22,408,622</b>	<b>24,752,843</b>	<b>12,094,387</b>	<b>16,072,845</b>	<b>1,549,943</b>	<b>1,190,385</b>	<b>2,329,914</b>	<b>-2,593,081</b>

Multipliers:

Impact Fee	Rate Increase	0.000	1.100	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
	Pop Growth	0.030	294	336	296	176	106	100	100	100	100	100	100
	Tap Fee	5,852	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437
Monthly Usage	Rate Increase	3.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	Pop Growth	3.00%	5.65%	6.00%	6.00%	3.50%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Expenses	Inflation Oper	3.00%	15.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Inflation Adm	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Potential Impact Fee Per SFE:	5,852	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437	6,437
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Assumptions:

- 10% increase in the tap fee in 2020
- 5% increase every year in usage rates
- 15% increase in operational costs in 2020 with 3% increase each year thereafter
- 20 year bond

**TOWN OF JOHNSTOWN, COLORADO**

*2019 - 2028 Capital Improvement Plan*

**WATER**

DEPARTMENT	PROJECT NAME	FUND	FY '19	FY '20	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Water	GIS	Water / Wastewater Fund		\$ 100,000	\$ 50,000								\$ 150,000
Water	Distribution / Collection Crew	Water / Wastewater Fund	\$ -	\$ 100,000	\$ -	\$ 100,000			\$ 110,000				\$ 310,000
Water	Crew Vehicles	Water / Wastewater Fund	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 24,000	\$ -	\$ 120,000
Water	Backhoe Replacement	Multiple Fund		\$ 180,000									\$ 180,000
Water	Filter Expansion Design/Build	Water Fund		\$ 30,000	\$ 200,000								\$ 230,000
Water	VacTruck	Water Fund			\$ 100,000	\$ -							\$ 100,000
Water	South Water Tank Design/Build (1M. Gal)	Water Fund	\$ 100,000	\$ 2,000,000									\$ 2,100,000
Water	Valve Exerciser	Water Fund				\$ 20,000							\$ 20,000
Water	Waterline Replacement	Water Fund	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000
Water	Instrumentation/SCADA	Water Fund	\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 250,000
Water	Saturator	Water Fund	\$ 60,000										\$ 60,000
Water	Pipe Gallery	Water Fund	\$ 90,000										\$ 90,000
Water	Hillsborough Ditch to Waterplant Design/Build	Water Fund	\$ 40,000		\$ 1,500,000	\$ 150,000							\$ 1,690,000
Water	Raw Water Pipe line to Plant Design / Build	Water Fund					\$ 100,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000			\$ 45,100,000
Water	Raw Water Acquisition	Water Fund		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000		\$ 750,000	\$ 3,750,000
<b>Water Total</b>			<b>\$ 364,000</b>	<b>\$ 3,360,000</b>	<b>\$ 1,924,000</b>	<b>\$ 1,220,000</b>	<b>\$ 174,000</b>	<b>\$ 15,950,000</b>	<b>\$ 15,184,000</b>	<b>\$ 15,950,000</b>	<b>\$ 274,000</b>	<b>\$ 950,000</b>	<b>\$ 55,350,000</b>

**EXHIBIT B**  
**WASTEWATER PRO FORMA**

Town of Johnstown  
Wastewater Pro Forma - 2019

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>Totals</u>
Beg Cash Balance	9,350,229	10,308,566	10,901,997	7,872,794	5,590,353	5,184,633	7,518,527	9,638,688	15,159,853	519,313	1,226,411	1,852,836	
Impact Fees	191,240	171,500	171,500	1,865,318	1,774,080	1,562,880	929,280	561,000	528,000	528,000	528,000	528,000	9,778,938
Sewer Expansion Fees				975,200	1,791,200	2,271,200	1,311,200	720,000	560,000	560,000	560,000	560,000	9,308,800
Customer Revenues	1,831,209	1,919,222	2,034,376	2,210,427	2,409,366	2,626,209	2,796,912	2,936,758	3,083,596	3,237,775	3,399,664	3,603,644	37,034,155
Misc. Revenues	77,263	141,338	149,819	162,784	177,434	193,403	205,975	216,273	227,087	238,441	250,363	265,385	2,827,025
Grant Revenues				1,000,000									1,000,000
Bond Proceeds								20,000,000					20,000,000
<b>Total Revenues</b>	<b>2,099,712</b>	<b>2,232,061</b>	<b>2,355,694</b>	<b>6,213,729</b>	<b>6,152,080</b>	<b>6,653,692</b>	<b>5,243,367</b>	<b>24,434,031</b>	<b>4,398,683</b>	<b>4,564,217</b>	<b>4,738,028</b>	<b>4,957,029</b>	<b>79,948,918</b>
Admin Costs	186,617	224,595	231,332	238,272	245,421	252,783	260,367	268,178	276,223	284,510	293,045	301,836	3,713,057
Operational Costs	927,220	1,082,903	1,115,390	1,282,698	1,321,179	1,360,815	1,401,639	1,443,688	1,486,999	1,531,609	1,577,557	1,624,884	18,983,728
Capital Costs	27,538	331,133	893,000	6,000,000	3,200,000	435,000	150,000	15,000,000	15,235,000	0	200,000	35,000	41,645,865
Plant Investment Fee Cert.			3,145,174										3,145,174
Sewer Expansion Costs				975,200	1,791,200	2,271,200	1,311,200	720,000	560,000	560,000	560,000	560,000	9,308,800
Debt Commitments								1,481,000	1,481,000	1,481,000	1,481,000	1,481,000	7,405,000
<b>Total Expenses</b>	<b>1,141,375</b>	<b>1,638,630</b>	<b>5,384,896</b>	<b>8,496,171</b>	<b>6,557,800</b>	<b>4,319,798</b>	<b>3,123,206</b>	<b>18,912,866</b>	<b>19,039,222</b>	<b>3,857,119</b>	<b>4,111,602</b>	<b>4,002,720</b>	<b>84,201,623</b>
<b>Net</b>	<b>958,337</b>	<b>593,431</b>	<b>-3,029,202</b>	<b>-2,282,441</b>	<b>-405,720</b>	<b>2,333,894</b>	<b>2,120,161</b>	<b>5,521,165</b>	<b>-14,640,539</b>	<b>707,098</b>	<b>626,425</b>	<b>954,309</b>	<b>-4,252,705</b>
<b>Ending Cash Balance</b>	<b>10,308,566</b>	<b>10,901,997</b>	<b>7,872,794</b>	<b>5,590,353</b>	<b>5,184,633</b>	<b>7,518,527</b>	<b>9,638,688</b>	<b>15,159,853</b>	<b>519,313</b>	<b>1,226,411</b>	<b>1,852,836</b>	<b>2,807,145</b>	

Multipliers:													
Impact Fees	Rate Increase	0.000	1.200	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
	SFE's	0.000	294	336	296	176	106	100	100	100	100	100.0	
	Tap Fee	4,400	5,280	5,280	5,280	5,280	5,280	5,280	5,280	5,280	5,280	5,280	
Monthly Usage	Rate Increase	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Pop Growth	3.00%	5.65%	6.00%	6.00%	3.50%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Expenses	Inflation Oper	3.00%	15.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Inflation Adm	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Potential Impact Fee Per SFE:		4,400	5,280	5,280	5,280	5,280	5,280	5,280	5,280	5,280	5,280	5,280	

- Assumptions:
- 20% increase in the tap fee in 2020
  - 3% increase every year in usage rates
  - 15% increase in operational costs in 2020 with 3% increase each year thereafter
  - 20 year bond

**TOWN OF JOHNSTOWN, COLORADO**

*2019 - 2028 Capital Improvement Plan*

**WASTEWATER**

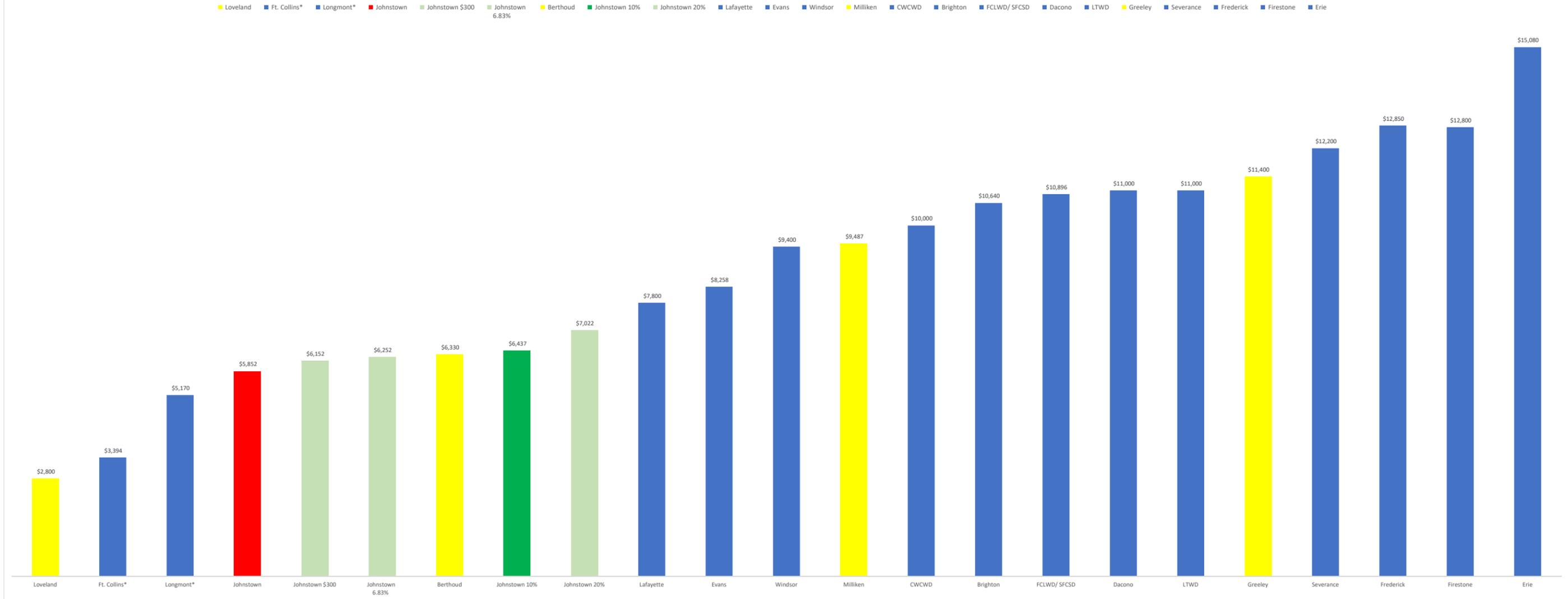
DEPARTMENT	PROJECT NAME	FUND	FY '19	FY '20	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	Total
Wastewater	Sewer Rehabilitation	Wastewater	\$ 70,000	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ 770,000
Wastewater	Vehicle	Wastewater	\$ 19,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ 124,000
Wastewater	UV - Low Point	Wastewater	\$ -	\$ 300,000									\$ 300,000
Wastewater	Instrumentation/SCADA	Wastewater	\$ 140,000	\$ 100,000	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ 240,000
Wastewater	Low Point Design/Construction (Expansion)	Wastewater	\$ -	\$ 100,000	\$ 3,000,000								\$ 3,100,000
Wastewater	Central Plant Design/Construction (Rebuild)	Wastewater				\$ 400,000	\$ -	\$ 15,000,000	\$ 15,000,000				\$ 30,400,000
Wastewater	Aeration	Wastewater	\$ 464,000										\$ 464,000
Wastewater	Honeywell Filters	Wastewater		\$ 1,000,000									\$ 1,000,000
Wastewater	Sewer Interceptor Expansion	Wastewater	\$200,000	\$ 4,500,000									\$ 4,700,000
Wastewater	VacTruck	Wastewater			\$ 50,000								\$ 50,000
<b>Wastewater Total</b>			<b>\$ 893,000</b>	<b>\$ 6,000,000</b>	<b>\$ 3,200,000</b>	<b>\$ 435,000</b>	<b>\$ 150,000</b>	<b>\$ 15,000,000</b>	<b>\$ 15,235,000</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ 35,000</b>	<b>\$ 41,148,000</b>

**COMPARATIVE WATER  
AND SEWER TAP FEE CHARTS**

Charge Rate	Loveland	Ft. Collins*	Longmont*	Johnstown	Johnstown \$300	Johnstown 6.83%	Berthoud	Johnstown 10%	Johnstown 20%	Lafayette	Evans	Windsor	Milliken	CWCWD	Brighton	FCLWD/ SFCSD	Dacono	LTWD	Greeley	Severance	Frederick	Firestone	Erie	Average
Water Tap Fee	\$ 2,800	\$ 3,394	\$ 5,170	\$ 5,852	\$ 6,152	\$ 6,252	\$ 6,330	\$ 6,437	\$ 7,022	\$ 7,800	\$ 8,258	\$ 9,400	\$ 9,487	\$ 10,000	\$ 10,640	\$ 10,896	\$ 11,000	\$ 11,000	\$ 11,400	\$ 12,200	\$ 12,850	\$ 12,800	\$ 15,080	\$ 11,756

\* Longmont and Ft. Collins based on 7400 square foot lot

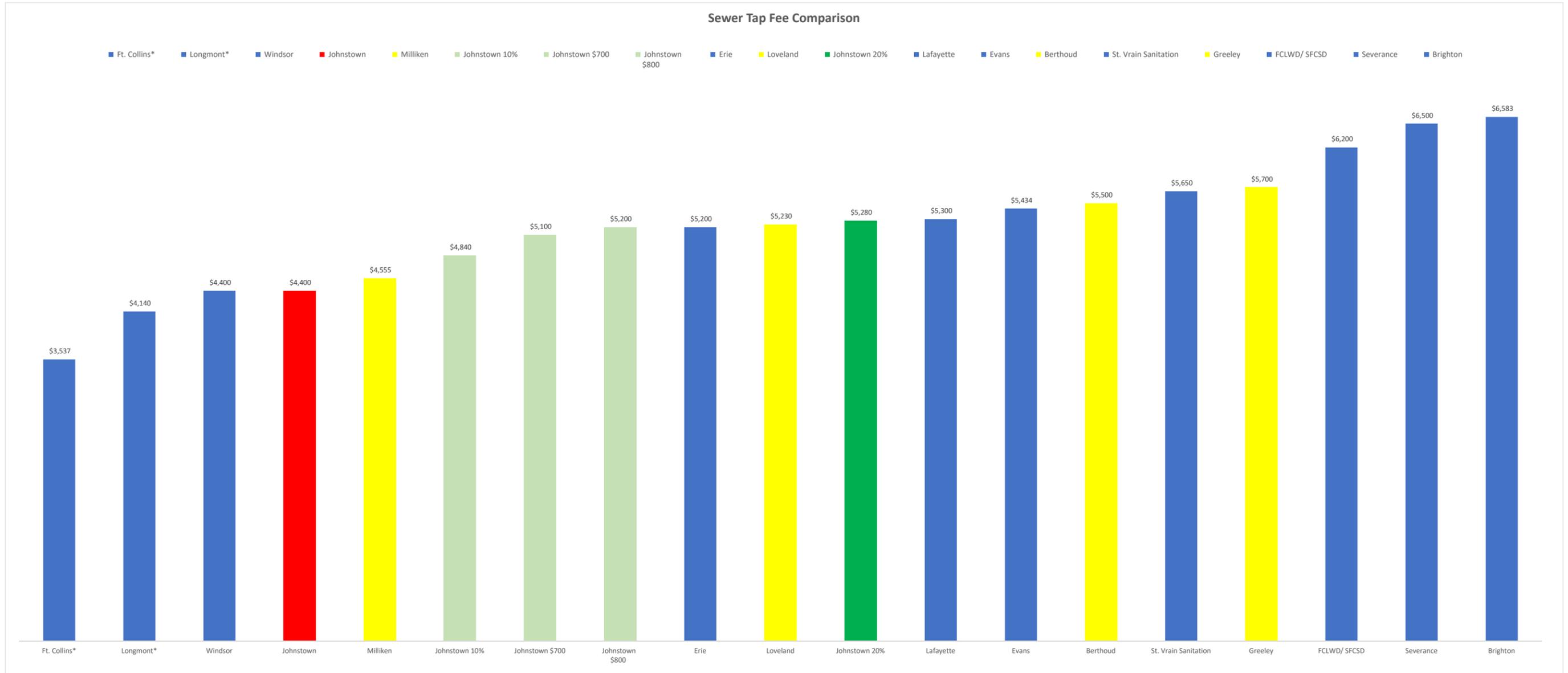
Water Tap Fee Comparison



2019 Wastewater Tap Rate Comparison

Charge Rate	Ft. Collins*	Longmont*	Windsor	Johnstown	Milliken	Johnstown 10%	Johnstown \$700	Johnstown \$800	Erie	Loveland	Johnstown 20%	Lafayette	Evans	Berthoud	St. Vrain Sanitation	Greeley	FCLWD/ SFCSD	Severance	Brighton	Average
Sewer Tap Fee	\$ 3,537	\$ 4,140	\$ 4,400	\$ 4,400	\$ 4,555	\$ 4,840	\$ 5,100	\$ 5,200	\$ 5,200	\$ 5,230	\$ 5,280	\$ 5,300	\$ 5,434	\$ 5,500	\$ 5,650	\$ 5,700	\$ 6,200	\$ 6,500	\$ 6,583	\$ 5,428

Sewer Tap Fee Comparison



**AGENDA ITEM 10F**

**EMPLOYMENT AGREEMENT  
TOWN MANAGER**

## TOWN COUNCIL AGENDA COMMUNICATION

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**AGENDA DATE:** March 18, 2019

**ITEM NUMBER:** 10F

**SUBJECT:** Employment Agreement for Town Manager with Matthew S. LeCerf

**ACTION PROPOSED:** Approve Employment Agreement for Town Manager with Matthew S. LeCerf

**PRESENTED BY:** Town Attorney, Avi Rocklin

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**AGENDA ITEM DESCRIPTION:** Based on direction from Town Council, for consideration is an Employment Agreement (“Agreement”) for the Town Manager position with Matthew S. LeCerf (“LeCerf”). The Agreement provides that LeCerf will perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown and that he will perform all other reasonable functions that Town Council assigns to him. The key provisions of the Agreement are as follows:

- LeCerf will be paid an annual salary of \$160,000. He will be entitled to merit pay increases and to automatic pay increases by, at a minimum amount, the average increase paid to Town employees.
- LeCerf will be entitled to four weeks vacation per year, with one additional day of vacation accruing over the next five years, for a total maximum of five weeks.
- LeCerf will be entitled to participate in the insurance benefits provided to Town employees, including health, dental, vision and life insurance. He will be entitled to participate in the Town’s 457 Retirement Plan and the Town will contribute 9.2355% of his salary into the Plan, as may be adjusted from time to time.
- LeCerf will be paid a monthly stipend of \$500 towards his personal vehicle and cell phone expenses. He will be entitled to use a Town purchasing card for travel of approximately fifty (50) miles or more from the Town.
- LeCerf will be employee at will and the Town Council, by a majority vote, will be entitled to terminate him at any time with or without cause.
- If LeCerf is terminated without cause or if he involuntarily terminates his employment (as provided in Paragraph 9(b)), then LeCerf will be entitled to 9 months of severance pay upon the signing of the Agreement, with an additional month accruing for the next 3 years. LeCerf will be entitled to health insurance, but not to retirement benefits, during his severance pay. \*Council may decide to discuss severance pay during the meeting to ensure consensus on this issue.
- LeCerf will reside in the Town on or before October 1, 2019, and the Town will pay up to \$5,000 for his moving expenses upon receipt of reasonable and verified costs.
- Town Council may conduct annual performance evaluations.
- The Town will pay for LeCerf’s membership in national, regional and local organizations that benefit the Town and LeCerf’s travel expenditures related to conferences sponsored by those organizations.

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**LEGAL ADVICE:** The Town Attorney prepared the Town of Johnstown Employment Agreement for Town Manager.

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**FINANCIAL ADVICE:** The Town Treasurer indicated that sufficient funds are available.

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**RECOMMENDED ACTION:** Approve the Town of Johnstown Employment Agreement for Town Manager with Matthew S. LeCerf.

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**SUGGESTED MOTION:**

**For Approval:** I move to approve the Town of Johnstown Employment Agreement for Town Manager with Matthew S. LeCerf and authorize the Mayor to sign it.

**For Denial:** I move to deny approval of the Town of Johnstown Employment Agreement for Town Manager.

# **AGREEMENT**

**TOWN OF JOHNSTOWN EMPLOYMENT AGREEMENT  
FOR TOWN MANAGER**

**THIS EMPLOYMENT AGREEMENT FOR TOWN MANAGER** (“Agreement”) made this \_\_\_\_ day of March, 2019, by and between the **TOWN OF JOHNSTOWN, COLORADO**, a home-rule municipal corporation of the State of Colorado (“Town”), and **MATTHEW S. LECERF** (“LeCerf”), collectively (the “Parties”).

**WHEREAS**, the Town desires to employ Matthew S. LeCerf to serve as the Town Manager for the Town of Johnstown, Colorado; and

**WHEREAS**, LeCerf desires to accept employment as the Town Manager for the Town of Johnstown, Colorado; and

**WHEREAS**, the Town and LeCerf desire to set forth terms and conditions of the employment relationship.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the Parties hereby agree as follows:

1. Employment and Duties. The Town agrees to employ LeCerf, and LeCerf agrees to accept employment, as the Town Manager for the Town of Johnstown to perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown, as adopted and in effect from time-to-time. LeCerf further agrees to perform any other legally permissible and proper functions and duties as the Town Council of the Town shall assign to him.

2. Compensation. The Town agrees to pay LeCerf an annual salary of \$160,000.00 for his services as Town Manager, commencing on the effective date of this Agreement, and payable in bi-weekly installments in the same manner and at the same time as other employees of the Town. LeCerf’s compensation shall increase each year by, at a minimum, an amount that equals the average increase in salaries provided to Town employees, if any. Pursuant to a performance evaluation or otherwise, LeCerf shall also be entitled to merit increases to his salary in the discretion of the Town Council. LeCerf recognizes and agrees that the position of Town Manager is an exempt position under the Fair Labor Standards Act, 29 U.S.C. §201 *et al.* (“Act”), and corresponding Colorado state statutes, rules and regulations, and that LeCerf is not entitled to overtime compensation and is not bound by the record keeping provisions of the Act.

3. Personnel Policies, Vacation and Sick Time. Except as modified herein, LeCerf shall be subject to the Town’s Human Resources Policies and Procedures, dated August 4, 2014, as may be amended from time-to-time (“Personnel Policies”). LeCerf shall be entitled to four (4) weeks paid vacation per year and to the accrual of an additional vacation day for each year that LeCerf works for the Town as the Town Manager, up to and including a maximum of five (5)

additional days. LeCerf's vacation time shall be retroactive to October 15, 2018, and shall accrue as set forth in the Personnel Policies. LeCerf shall be entitled to sick time at the rate and in the manner set forth in the Personnel Policies.

4. Insurance Benefits. LeCerf shall be entitled to the insurance benefits offered to other employees of the Town, including health, dental, vision, disability and life insurance benefits, as such benefits are in effect from time-to-time. LeCerf must meet all the terms and conditions required by the individual carriers, and pay any employee-required amounts in order to participate in the insurance programs.

5. Retirement. The Town offers a 457 Retirement Plan, and agrees to contribute 9.2355% of LeCerf's bi-weekly salary toward such retirement benefits for and on behalf of LeCerf, as may be amended from time to time in the Personnel Policies, except that the contribution shall not decrease below 9.2355% unless there is a decrease applicable to all eligible Town staff. In accordance with the terms and conditions of the Town's 457 Retirement Plan, LeCerf may contribute additional amounts toward his retirement benefits.

6. Cell Phone and Vehicle Stipend. In lieu of a Town issued cell phone and use of a Town owned vehicle, LeCerf shall be paid a monthly stipend to be used toward those expenditures in the amount of \$500.00 per month. In addition, for out-of-town travel related to Town business that is approximately fifty (50) or more miles from the Town, LeCerf shall be entitled to use a Town-issued purchasing card to pay for fuel. LeCerf recognizes and agrees that text messages related to Town business may be public records, as defined in C.R.S. § 24-72-202(6), and agrees, to the best of his reasonable ability, not to use the text messaging feature of his personal cell phone to conduct Town business. LeCerf further agrees to maintain automobile liability insurance as required by Colorado law.

7. Term. Pursuant to Section 8.1 of the Home Rule Charter for the Town of Johnstown, LeCerf shall serve as the Town Manager at the pleasure of the Town Council. Based on that understanding, this Agreement shall remain in full force and effect from the effective date of this Agreement until terminated by either party as provided herein.

8. Termination by Town. The Town may terminate LeCerf's employment with the Town, and thus terminate this Agreement, at any time, with or without cause, by a majority vote of the entire Town Council. LeCerf recognizes and agrees that any termination of employment is not subject to the provisions of C.R.S. § 31-4-307, and hereby waives any rights thereunder. Upon the termination of LeCerf's employment with the Town, for any reason, LeCerf shall not be entitled to the continuation of the Town's insurance and retirement benefits, set forth in Paragraphs 4 and 5, except that: (1) if LeCerf is entitled to severance pay as provided in Paragraph 10, then he shall be entitled to continuation of health insurance benefits during the period of, but not longer than, his severance pay unless and until LeCerf obtains other employment that provides health insurance benefits and (2) LeCerf may be entitled to the continuation of health insurance benefits at LeCerf's expense as allowed by law.

9. Termination by LeCerf.

a. LeCerf may voluntarily resign from his employment with the Town, and thus terminate this Agreement, at any time, with or without cause, by providing forty-five (45) days advanced written notice to the Town. In such case, LeCerf would not be entitled to severance pay as provided in Paragraph 10.

b. If (i) the Home Rule Charter for the Town of Johnstown were amended to substantially change, alter or modify the Town Manager position in a manner that negatively impacts LeCerf, (ii) the Town were to reduce LeCerf's compensation, unless such reduction is not of a greater percentage than the average reduction for all department heads, (iii) LeCerf were to resign following a request, formal or informal, by a majority of the Town Council that he resign, or (iv) a final judicial determination were rendered holding that the Town is in breach of a material term of this Agreement, then LeCerf would be entitled to resign from the position of Town Manager and terminate this Agreement by providing forty-five (45) days advanced written notice to the Town and would, absent cause to terminate LeCerf, be entitled to receive severance pay as set forth in Paragraph 10.

10. Severance Pay. In the event that LeCerf is terminated without cause or that LeCerf involuntarily terminates his employment as the Town Manager pursuant to Paragraph 9(b), then LeCerf, in addition to accrued vacation and sick time in accordance with the Personnel Policies, would be entitled to nine (9) months of severance pay at his then current compensation. In addition, for each of the next three (3) full calendar years that LeCerf works as the Town Manager, LeCerf would be entitled to one (1) additional month of severance pay, up to and including a maximum of three (3) additional months or, stated differently, up to a maximum of twelve (12) months of severance pay. The severance pay may be paid in monthly salary payments or in one lump sum, in the discretion of the Town Council. Compensation for purposes of severance pay shall be deemed to be LeCerf's annual salary as described in Paragraph 2. In consideration for, and as a condition precedent to, the severance pay, LeCerf shall be required to execute a general release, releasing the Town from any and all causes of action, claims and demands which LeCerf may have against the Town.

If LeCerf is terminated for cause, regardless of whether LeCerf involuntarily seeks to terminate his employment pursuant to Paragraph 9(b), then LeCerf shall not be entitled to severance pay. The term "for cause" shall mean: (i) willful failure to perform the duties set forth in this Agreement, in the reasonable judgment of the Town Council; (ii) willful misconduct that is injurious to the Town, monetarily or otherwise; (iii) willful violation of reasonable policies, standards, directives or orders established by the Town Council; (iv) conduct giving rise to unlawful harassment, discrimination or retaliation; (v) public remarks disparaging the Town or the Town Council; (vi) breach of a material term of this Agreement pursuant to a final judicial determination; (vii) conviction (by entry of judgment at a trial, a plea of guilty or a plea of no contest) of a felony or of any crime involving moral turpitude, including without limitation fraud,

theft, or embezzlement or other illegal or dishonest conduct; or (viii) conduct creating, enabling and/or facilitating a hostile or oppressive work environment.

11. Residency in the Town. On or before October 1, 2019, LeCerf shall have established residency in the Town and shall thereafter maintain such residency during the term of his employment as the Town Manager. The Town agrees to pay up to \$5,000.00 of eligible and verified expenses towards LeCerf's relocation costs.

12. Extended Absence. If LeCerf is permanently disabled or is otherwise unable to perform the functions and duties set forth in Paragraph 1 for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the Town shall have the option to promptly terminate this Agreement. If so terminated, LeCerf shall be compensated for any accrued, but unpaid, benefits and shall be entitled to severance pay as described in Paragraph 10.

13. Dues, Subscriptions and Professional Development. The Town agrees to budget and pay for LeCerf's dues and subscriptions for the reasonable dues, subscriptions, and professional fees associated with LeCerf's participation in national, regional, state, and local associations that benefit the Town and for travel expenses related to attendance at conferences, programs and seminars sponsored by those organizations.

14. Exclusive Services. Town recognizes that LeCerf shall render services to the Town on a full-time basis, without regard to office hours or the Town's normal hours of operation and must devote a great deal of time outside the normal office hours on business for the Town, and, to that end, LeCerf shall be allowed to establish an appropriate work schedule that generally includes presence in the office during normal working hours and, absent extraordinary circumstances, attendance at Town Council meetings and other appropriate meeting and functions. As set forth in Section 8.2 of the Home Rule Charter for the Town of Johnstown, during the period of employment with the Town, LeCerf shall not be an employee of, or perform any services for compensation from, any person or entity other than the Town, unless he has first obtained the approval of a majority of the entire Town Council.

15. Performance Evaluations. The Town Council may perform, and LeCerf agrees to participate in, periodic evaluations of LeCerf's performance.

16. Non-Appropriation. 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. In such case, LeCerf shall be entitled to severance pay as set forth in Paragraph 10.

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

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

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

20. Assignment. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and LeCerf. LeCerf shall not be entitled to transfer or assign his interest in this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, written or oral.

22. Severability. If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

23. Return of Records. Upon termination of this Agreement, LeCerf shall return to the Town all records, notes, documents and other items that were used, created or controlled by LeCerf during the term of this Agreement relating to Town business.

24. No Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

25. Insurance Coverage. The Town is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). To the extent permitted by law and to the extent provided by the Town's CIRSA coverage, LeCerf shall be defended and indemnified in his actions undertaken in his official capacity by the Town and pursuant to the terms of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* ("CGIA"). LeCerf shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the CGIA.

26. No Presumption. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the

joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

27. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed on the day and year first written above.

TOWN OF JOHNSTOWN, COLORADO

MATTHEW S. LECERF

By: \_\_\_\_\_  
Gary Lebsack, Mayor

By: \_\_\_\_\_  
Matthew S. LeCerf

ATTEST:

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