

TOWN COUNCIL

MEETING

PACKET

February 20, 2019



Town Council

Agenda

**Wednesday, February 20, 2019
Town Hall, Council Chambers
450 So. Parish Avenue
7:00 PM**



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

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

1) CALL TO ORDER

A) Pledge of Allegiance

2) ROLL CALL

3) AGENDA APPROVAL

4) RECOGNITIONS AND PROCLAMATIONS

5) PUBLIC COMMENT (three-minute limit per speaker)

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

6) CONSENT AGENDA

A) Town Council Meeting Minutes – February 4, 2019

B) Payment of Bills

C) January Financial Statements

D) Resolution 2019-04 – A Resolution Authorizing the Deposit of Town Funds at Banks Designated by the Banking Board As Eligible Public Depositories

E) Resolution 2019-05 – A Resolution Authorizing the Issuance of Purchasing Cards

F) First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (Mountain View West Subdivision)

G) Planning Commission Appointment

7) TOWN MANAGER REPORT

8) TOWN ATTORNEY REPORT

9) OLD BUSINESS

10) NEW BUSINESS

A) Public Hearing – 2534 Design Guidelines Amendment

B) Public Hearing – First 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.

C) Public Hearing – First Reading – Ordinance Number 2019-156, An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article X, Contractor Licenses

D) Public Hearing – First Reading – Ordinance Number 2019 -157, An Ordinance Amending Chapter 10 of the Johnstown Municipal Code to Article XIV, Concerning Prohibited Residency of Sex Offenders: and Declaring an Emergency

11) EXECUTIVE SESSION

12) COUNCIL REPORTS AND COMMENTS

13) MAYOR'S COMMENTS

14) ADJOURN

Work Session – YMCA Facility Agreement



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 – February 4, 2019**
 - **Payment of Bills**
 - **January Financial Statements**
- **Resolution 2019-04 A Resolution Authorizing
The Deposit of Town Funds at Banks
Designated by the Banking Board as Eligible
Public Depositories**
- **Resolution 2019-05 A Resolution Authorizing the
Issuance of Purchasing Cards**
- **First Amendment to Subdivision Development
and Improvement Agreement for Town of
Johnstown (Mountain View West Subdivision)**
 - **Planning Commission Appointment**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 20, 2019

ITEM NUMBER: 6A-G

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- A) Town Council Meeting Minutes – February 4, 2019
- B) Payment of Bills
- C) January Financial Statements
- D) *Resolution 2019-04 – A Resolution Authorizing the Deposit of Town Funds at Banks Designated by the Banking Board as Eligible Public Depositories -
- E)**Resolution 2019-05 – A Resolution Authorizing the Issuance of Purchasing Cards –
- F)***First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (Mountain View West Subdivision)
- G)****Planning And Zoning Commission Member Appointment

* Colorado Revised Statutes (C.R.S.) 11-10.5-101, et seq., provides that public funds may only be deposited at banks designated by the banking board as eligible public depositories. The banking board is the policy-making and rule-making authority for the Division of Banking (C.R.S. 11-2-102 et seq.). The Town of Johnstown has made it a practice to deposit its funds only in public depositories that meet the criteria set forth by the banking board. Additionally, to ensure the protection of the funds, the Town of Johnstown requires two signatures from officers of the Town to deposit, withdraw and transfer funds, and to execute account agreements on behalf of the Town with banks. Those recommended as signatories for the Town are as follows: Mayor, Mayor Pro Tem, Manager, Town Clerk and Finance Director. We are requesting that all persons who hold the titles designated as signers be added to all Town bank accounts.

**On Monday, December 17, 2018, Council approved Resolution 2018-23, the Town of Johnstown Purchasing & Surplus Property Policy. This policy does include a section that addresses Town issued purchasing cards. The policy includes and addresses the following topics associated with the purchasing cards: issuance, business expenses, purchasing procedures, travel and statement processing.

The purpose of a purchasing card is to provide an efficient, cost effective method of purchasing and paying for small-dollar as well as high volume purchases. Purchasing card programs result in a reduction in the volume of purchase orders, invoices and checks processed. Additional benefits include convenience of purchasing, expedited delivery of goods, supplier discounts, expanded list of suppliers, reduced paperwork, increased management information on purchasing history, and increased financial control. Disadvantages of purchasing cards include potential duplicate payments to vendors, the potential abuse of the purchasing policies. The use of Purchasing cards increases efficiencies and is considered a best practice by the Government Finance Officers Association.

***On December 4, 2017, the Town and Parish, LLC entered into a development agreement for the construction of improvements at the Mountain View West Subdivision. The Town thereafter purchased approximately 10.002 acres of the subdivision property for the construction of the community recreation center. The development agreement provides that, prior to the sale or lease of lots or homes, the developer is required establish a homeowners association (“HOA”). To avoid having the Town property included in an HOA, with a recorded declaration of covenants, conditions and restrictions, the Town may enter into the first amendment to the development agreement which would eliminate the requirement that the Town property be included in the HOA and would recognize that the Town will enter into an agreement with the HOA at a later date, agreeing to pay the proportionate share of the expenses related to maintenance of the Outlots attributable to the Town’s property.

****A vacancy on the Planning and Zoning Commission recently occurred and the Town subsequently issued a call promoting the vacancy and ask for applicants to apply. Three individuals submitted an application. Interviews were scheduled with the Planning and Zoning Commission on Wednesday, February 13, 2019. The Planning and Zoning Commission is recommending Bruce Weber to be appointed to fill the vacancy. The selected applicant's application is included in the Council packet.

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

COUNCIL MINUTES

The Town Council of the Town of Johnstown met on Monday, February 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 Mellon, Tallent and Young

Those absent were: Councilmembers Berg, Lemasters and Molinar Jr.

Also present: Matt LeCerf, Interim Town Manager, Avi Rocklin, Town Attorney, Chief Brian Phillips, and Diana Seele, Town Clerk

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Tallent to amend the Agenda to remove Item 11 Executive Session and add Item 10C - Consideration of Settlement Agreement between the Town of Johnstown and Thompson Crossing Metropolitan District No. 1. Motion carried with a unanimous vote.

Recognitions and Proclamations – Mr. John Camper, Director of the Colorado Bureau of Investigations, and President of the Colorado Association of Chiefs of Police presented Chief Phillips and the Johnstown Police Department their Award of Accreditation from the Colorado Association of Chiefs of Police.

Consent Agenda

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

- January 23, 2019 Town Council Meeting Minutes
- Second Amendment to Agreement between the Town of Johnstown and Waste Management of Colorado, Inc.
- First Amendment to Intergovernmental Agreement between the Town of Johnstown and Weld County Reorganized School District RE5-J Concerning Annexations and School Site Dedication or Payments in Lieu for School Site Purposes.

Motion carried with a unanimous vote.

New Business

A. Public Hearing – New Hotel & Restaurant License – Urban Egg a Daytime Eatery –

Mayor Lebsack opened the public hearing at 7:11 p.m., the applicant was present and gave a brief overview on their process for their employees and the serving of alcohol to customers, also a representative Liquor Pros was present to review the survey that was done to determine the

needs and desires of the neighborhood. Having no other public comments Mayor Lebsack closed the hearing at 7:19 p.m.

B. Memorandum of Understanding between the Town of Johnstown and J-25 Land Holdings, LLC – The Memorandum of Understanding (MOU) is an agreement for work that is to be performed by the Colorado Department of Transportation (CDOT) as part of the I-25 improvements for the I-25 and Highway 402 interchange. J-25 is requesting these improvements be made by CDOT in the amount of \$454,648.96. CDOT is not able to enter into an agreement directly with J-25, and the Town is acting as an agent between CDOT and J-25, with the funding for the improvements to be provided by J-25. Councilmember Mellon made a motion seconded by Councilmember Tallent to approve the MOU between the Town of Johnstown and J-25 Land Holdings, LLC as presented. Motion carried with a unanimous vote.

C. Consideration of Settlement Agreement between the Town of Johnstown and Thompson Crossing Metropolitan District No. 1 – The Settlement Agreement stipulates the District agrees to sell and the Town agrees to purchase 516 wastewater PIFS and 851 Water Certificates in the amount of \$9 million dollars. The Town shall be entitled to sell Sewer taps and Water taps within the boundaries of the District. Councilmember Mellon made a motion seconded by Councilmember Young to approve the Settlement Agreement between the Town of Johnstown and Thompson Crossing Metropolitan District. Motion carried with a unanimous vote.

There being no further business to come before Council the meeting adjourned at 7:37 p.m.

Mayor

Town Clerk

**PAYMENT
OF
BILLS**

<u>BILLS SUBMITTED FOR PAYMENT - FEBRUARY 2019</u>		
A & E TIRE, INC.	\$	180.88
ACE HARDWARE	\$	807.21
ACE OF BLADES	\$	1,952.00
ADVANCED MECHANICAL SERVICES, INC.	\$	16,910.00
ADAMSON POLICE PRODUCTS	\$	241.85
ALL COPY PRODUCTS	\$	530.70
AMERICAN TARGET COMPANY	\$	175.00
AQUA BACKFLOW, INC.	\$	360.00
AVALIS WAYFINDING SOLUTIONS	\$	121.61
AMERICAN TARGET COMPANY	\$	175.00
BIG THOMPSON DITCH & MANUFACTURING CO.	\$	8,656.35
BRANDON COPELAND	\$	565.68
CCNC INC.	\$	100.00
CASELLE	\$	2,897.00
CDR PROPANE SERVICES, LLC	\$	1,300.05
CENTRAL WELD COUNTY WATER DISTRICT	\$	586.00
CENTURY LINK	\$	336.99
CH DIAGNOSTIC AND CONSULTING SERVICES, INC.	\$	420.00
CHEMATOX LABORATORIES INC	\$	471.00
CINTAS	\$	810.00
CIRSA	\$	54.80
CITY OF FORT COLLINS	\$	1,620.00
COLORADO ANALYTICAL	\$	525.00
CONSOLIDATED HILLSBOROUGH DITCH COMPANY	\$	9,371.76
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO	\$	92,715.00
COREN PRINTING	\$	96.00
DANA KEPNER COMPANY, INC.	\$	928.00
DENVER INDUSTRIAL SALES & SERVICE CO. INC.	\$	4,860.00
DPC INDUSTRIES INC	\$	19,739.38
EMERGENCY PHYSICIANS OF THE ROCKIES	\$	241.00
ENVIROTECH	\$	2,701.53
ERGOMED	\$	400.00
FERGUSON WATERWORKS	\$	753.40
FISKE INC.	\$	2,958.00
FIRST CLASS SECURITY SYSTEMS	\$	78.90
FIRST NATIONAL BANK	\$	2,656.79
FRONT RANGE RAYNOR	\$	296.00
GALLS	\$	28.48
GRAINGER	\$	327.81
GREELEY & LOVELAND IRRIGATION CO.	\$	127.00
GREYSTONE TECHNOLOGY GROUP	\$	1,200.00
HAYS MARKET	\$	186.14
HELTON & WILLIAMSEN, P.C.	\$	1,080.00
HONSTEIN FACILITY SERVICE	\$	815.00
HOME DEPOT	\$	13.46
HORIZON REPROGRAPHICS	\$	1,058.74
HORIZON REPROGRAPHICS	\$	2,128.14
HORIZON REPROGRAPHICS	\$	136.99
IMEG CORPORATION	\$	2,268.39
INTELLICHOICE, INC.	\$	5,104.78
INTERSTATE BATTERY OF THE ROCKIES	\$	242.84
J & D CREATIONS DBA JOHNSTOWN CLOTHING & EMBROIDERY	\$	118.94
J & S CONTRACTORS SUPPLY CO.	\$	179.86
JOHNSTOWN SENIOR CENTER	\$	2,223.00
JOHNSTOWN CLOTHING & EMBROIDERY	\$	68.94
JUDICIAL ARBITER GROUP, INC.	\$	1,852.50
JULIE A. SCROGGINS, ATTORNEY AT LAW	\$	1,312.50
JUMPP LOGISTICS LLC	\$	22.33
JUMPP LOGISTICS LLC	\$	24.76

KENYON P. JORDAN, PHD	\$	235.00
KINSCO	\$	89.00
LACOUTURE, INC.	\$	6,816.00
L. G. EVERIST, INC.	\$	1,888.17
LARIMER HUMANE SOCIETY	\$	735.00
LAW OFFICE OF AVI ROCKLIN	\$	4,965.50
LOWE'S	\$	11.08
MAC EQUIPMENT INC LOVELAND	\$	26.84
MARES AUTO	\$	20.00
MARIPOSA	\$	85.00
MILE HIGH SHOOTING	\$	1,525.80
NALCO COMPANY LLC	\$	4,062.05
NAPA AUTO PARTS	\$	372.03
NEWCO INCORPORATED	\$	3.76
NORTH COLORADO MEDICAL CENTER	\$	500.00
NORTH FRONT RANGE WATER QUALITY PLANNING ASSN.	\$	2,229.00
NOCO ENGINEERING COMPANY	\$	10,400.00
NORTHERN SAFETY & INDUSTRIAL	\$	225.96
OFFICE DEPOT	\$	317.04
OFFICE SCAPES	\$	2,694.50
PERKINS + WILL	\$	338,629.16
POUDRE VALLEY REA	\$	11,255.81
PRIME SOLUTION, INC.	\$	34,852.50
PROCEDURE INC.	\$	10,500.00
PURCHASE POWER	\$	150.00
QUILL	\$	119.04
RHINEHART OIL	\$	7,692.70
RG AND ASSOCIATES, LLC	\$	5,632.50
ROADSAFE TRAFFIC SYSTEMS, INC.	\$	187.32
ROYAL-T ROOTER	\$	765.00
SAFETY & CONSTRUCTION SUPPLY, INC.	\$	972.50
SOUTHWEST DIRECT, INC.	\$	2,378.81
STEELock GENERAL FENCE CONTRACTOR	\$	1,800.00
SUPPLYWORKS	\$	1,147.13
TDS	\$	464.08
THE HOME DEPOT	\$	13.46
UC Health	\$	294.74
UNITED POWER	\$	749.10
UNITED POWER, INC.	\$	2,086.68
UNIVERSITY OF COLORADO MEDICAL CENTER OF THE ROCKIES	\$	294.74
UTILITY NOTIFICATION CENTER OF COLORADO	\$	683.02
VERIZON WIRELESS	\$	2,281.61
WASTE MANAGEMENT	\$	56,130.66
WELD COUNTY ACCOUNTING	\$	33,913.75
WELD COUNTY CHIEFS OF POLICE ASSOCIATION	\$	35.00
WELD COUNTY DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT	\$	2,173.50
WELD REGIONAL COMMUNICATIONS PUBLIC SAFETY WIRELESS	\$	6,100.00
WINDSTREAM	\$	1,811.06
WINTERS, HELLERICH & HUGHES	\$	1,832.50
XCEL ENERGY	\$	46,473.70
XCEL ENERGY	\$	85.46
YOST CLEANING	\$	2,200.00
TOTAL	\$	809,020.74

JANUARY FINANCIAL STATEMENTS

EXECUTIVE SUMMARY JANUARY 2019

8.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	684,789.00	12,806,000.00	12,121,211.00	5%
<u>Expenditures</u>				
Legislative	325.00	78,900.00	78,575.00	0%
Judicial	-	51,100.00	51,100.00	0%
Elections	-	19,300.00	19,300.00	0%
Administration	21,624.00	464,800.00	443,176.00	5%
Planning & Zoning	18,507.00	222,900.00	204,393.00	8%
Police	159,530.00	2,619,900.00	2,460,370.00	6%
Protective Inspections	5,918.00	189,000.00	183,082.00	3%
Streets	40,170.00	1,549,900.00	1,509,730.00	3%
Cemetery	651.00	42,900.00	42,249.00	2%
Animal Control	1,172.00	93,400.00	92,228.00	1%
Senior Coordinator	5,261.00	76,400.00	71,139.00	7%
Parks	687.00	64,400.00	63,713.00	1%
Community	5,290.00	468,700.00	463,410.00	1%
Transfers	39,506.00	1,846,000.00	1,806,494.00	2%
<u>Total Expenditures</u>	298,641.00	7,787,600.00	7,488,959.00	4%
Excess Revenues over Expenditures	386,148.00			
Community/YMCA Recreation Center	-	23,000,000.00	23,000,000.00	

EXECUTIVE SUMMARY JANUARY 2019

8%

		Actual	Budget	Variance	%
WATER					
<u>Revenues</u>		234,707.00	3,150,000.00	2,915,293.00	7%
<u>Expenditures</u>					
	Administration	11,748.00	341,100.00	329,352.00	3%
	Operations	34,964.00	2,142,800.00	2,107,836.00	2%
		46,712.00	2,483,900.00	2,437,188.00	2%
Excess Revenues over Expenditures		187,995.00			

EXECUTIVE SUMMARY JANUARY 2019

8.00%

	Actual	Budget	Variance	%
WASTEWATER				
<u>Revenues</u>	197,348.00	1,942,500.00	1,745,152.00	10%
<u>Expenditures</u>				
Administration	13,554.00	291,000.00	277,446.00	5%
Operation	37,905.00	1,783,000.00	1,745,095.00	2%
	51,459.00	2,074,000.00	2,022,541.00	2%
Excess Revenues over Expenditures	145,889.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
01-01-4010-00	GEN. PROPERTY ACCOUNTS	(192.61)	(192.61)	6,015,000.00	6,015,192.61	.0
01-01-4020-00	SPECIFIC OWNERSHIP TAXES	36,665.36	36,665.36	325,000.00	288,334.64	11.3
01-01-4030-00	FRANCHISE TAXES	51,712.74	51,712.74	425,000.00	373,287.26	12.2
01-01-4040-00	PENALTIES & INTEREST	(14.94)	(14.94)	2,500.00	2,514.94	(.6)
01-01-4070-00	SALES TAX	370,829.65	370,829.65	3,800,000.00	3,429,170.35	9.8
01-01-4075-00	LODGING TAX	10,698.16	10,698.16	105,000.00	94,301.84	10.2
01-01-4080-00	SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
	TOTAL TAXES	469,698.36	469,698.36	10,722,500.00	10,252,801.64	4.4
	<u>LICENSES & PERMITS</u>					
01-02-4110-00	LIQUOR LICENSE	.00	.00	2,500.00	2,500.00	.0
01-02-4120-00	BUS. LIC. & PERMITS - OTHE	10,900.00	10,900.00	19,000.00	8,100.00	57.4
01-02-4130-00	BUILDING PERMITS	27,421.61	27,421.61	475,000.00	447,578.39	5.8
01-02-4140-00	DOG LICENSE & PERMITS OTHE	208.00	208.00	2,500.00	2,292.00	8.3
01-02-4150-00	FINGERPRINTING	56.00	56.00	500.00	444.00	11.2
	TOTAL LICENSES & PERMITS	38,585.61	38,585.61	499,500.00	460,914.39	7.7
	<u>INTERGOVERNMENTAL</u>					
01-03-4210-00	CIGARETTE TAXES	2,283.10	2,283.10	15,800.00	13,516.90	14.5
01-03-4220-00	HIGHWAY USERS TAX	29,802.95	29,802.95	455,000.00	425,197.05	6.6
01-03-4230-00	ADD. VEH. REG. FEE	4,254.34	4,254.34	45,000.00	40,745.66	9.5
01-03-4240-00	COUNTY ROAD & BRIDGE	289.30	289.30	115,000.00	114,710.70	.3
	TOTAL INTERGOVERNMENTAL	36,629.69	36,629.69	630,800.00	594,170.31	5.8
	<u>CHARGES FOR SERVICES</u>					
01-04-4310-00	CEMETERY LOTS AND CARE	5,264.00	5,264.00	22,000.00	16,736.00	23.9
01-04-4320-00	TRASH CHARGES	55,882.80	55,882.80	658,000.00	602,117.20	8.5
01-04-4330-00	OTHER SERVICES	146.45	146.45	1,000.00	853.55	14.7
01-04-4340-00	FISHING PERMITS	.00	.00	600.00	600.00	.0
	TOTAL CHARGES FOR SERVICES	61,293.25	61,293.25	681,600.00	620,306.75	9.0
	<u>FINES</u>					
01-05-4315-00	COURT FEES REFUND	(120.00)	(120.00)	.00	120.00	.0
01-05-4410-00	MUNICIPAL COURT FINES & FE	14,281.16	14,281.16	125,000.00	110,718.84	11.4
01-05-4420-00	SURCHARGE	1,801.00	1,801.00	18,600.00	16,799.00	9.7
	TOTAL FINES	15,962.16	15,962.16	143,600.00	127,637.84	11.1

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS</u>					
01-06-4510-00	COMM. CENTER RENTAL FEES	4,065.00	4,065.00	10,000.00	5,935.00	40.7
01-06-4530-00	REFUND OF EXPENDITURES	18.06	18.06	7,000.00	6,981.94	.3
01-06-4570-00	SCHOOL DISTRICT	.00	.00	31,000.00	31,000.00	.0
	TOTAL MISCELLANEOUS	4,083.06	4,083.06	48,000.00	43,916.94	8.5
	<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00	EARNINGS ON INVESTMENTS	66,847.97	66,847.97	75,000.00	8,152.03	89.1
	TOTAL EARNINGS ON INVESTMENTS	66,847.97	66,847.97	75,000.00	8,152.03	89.1
	<u>SOURCE 08</u>					
01-08-4530-00	DEVELOPERS COST PAYMENT	(8,310.66)	(8,310.66)	5,000.00	13,310.66	(166.2)
	TOTAL SOURCE 08	(8,310.66)	(8,310.66)	5,000.00	13,310.66	(166.2)
	TOTAL FUND REVENUE	684,789.44	684,789.44	12,806,000.00	12,121,210.56	5.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
01-10-5010-00 BOARD MEMBERS COMPENSATION	.00	.00	22,800.00	22,800.00	.0
01-10-5050-00 PAYROLL TAXES	.00	.00	1,800.00	1,800.00	.0
01-10-5070-00 WORKMEN'S COMPENSATION	50.00	50.00	1,200.00	1,150.00	4.2
01-10-6511-00 TRAINING	.00	.00	3,000.00	3,000.00	.0
01-10-6522-00 INSURANCE	275.00	275.00	1,100.00	825.00	25.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	.00	.00	4,500.00	4,500.00	.0
01-10-8016-00 PROFESSIONAL SERVICES	.00	.00	43,000.00	43,000.00	.0
01-10-9028-00 COUNCIL OUTREACH	.00	.00	1,500.00	1,500.00	.0
TOTAL LEGISLATIVE	325.00	325.00	78,900.00	78,575.00	.4
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	.00	.00	17,500.00	17,500.00	.0
01-15-5012-00 SAL-PROS. ATT.	.00	.00	32,500.00	32,500.00	.0
01-15-6505-00 OFFICE EXPENSES	.00	.00	1,000.00	1,000.00	.0
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	.00	.00	51,100.00	51,100.00	.0
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-20-6526-00 SUPPLIES	.00	.00	17,800.00	17,800.00	.0
01-20-8017-00 ELECTION JUDGES	.00	.00	1,000.00	1,000.00	.0
TOTAL ELECTIONS	.00	.00	19,300.00	19,300.00	.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,969.03	5,969.03	121,000.00	115,030.97	4.9
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	311.35	311.35	6,800.00	6,488.65	4.6
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	857.35	857.35	19,000.00	18,142.65	4.5
01-25-5015-00 CLEANING SALARIES	216.67	216.67	3,200.00	2,983.33	6.8
01-25-5025-00 MANAGER	3,542.88	3,542.88	50,000.00	46,457.12	7.1
01-25-5050-00 PAYROLL TAXES	805.00	805.00	15,500.00	14,695.00	5.2
01-25-5060-00 RETIREMENT FUND	734.90	734.90	14,200.00	13,465.10	5.2
01-25-5065-00 HEALTH INSURANCE	1,260.25	1,260.25	32,000.00	30,739.75	3.9
01-25-5070-00 WORKMAN'S COMPENSATION	122.23	122.23	1,100.00	977.77	11.1
01-25-6010-00 UTILITIES	.00	.00	5,200.00	5,200.00	.0
01-25-6505-00 OFFICE EXPENSE	402.70	402.70	6,500.00	6,097.30	6.2
01-25-6506-00 UTILITY BILL MAILING	.00	.00	8,600.00	8,600.00	.0
01-25-6510-00 TELEPHONE	.00	.00	2,000.00	2,000.00	.0
01-25-6511-00 TRAINING	.00	.00	1,000.00	1,000.00	.0
01-25-6513-00 PUBLISHING	.00	.00	4,000.00	4,000.00	.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	2,440.00	2,440.00	2,900.00	460.00	84.1
01-25-6518-00 CLEANING SUPPLIES	.00	.00	1,600.00	1,600.00	.0
01-25-6520-00 MILEAGE & EXPENSES	17.00	17.00	1,500.00	1,483.00	1.1
01-25-6522-00 INSURANCE & BONDS	3,925.00	3,925.00	15,700.00	11,775.00	25.0
01-25-6544-05 SOFTWARE	.00	.00	2,500.00	2,500.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	255.07	255.07	3,000.00	2,744.93	8.5
01-25-8010-00 AUDIT	.00	.00	3,200.00	3,200.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	486.05	486.05	11,000.00	10,513.95	4.4
01-25-8014-00 LEGAL	.00	.00	43,000.00	43,000.00	.0
01-25-8015-00 TAPING MEETINGS	282.84	282.84	6,500.00	6,217.16	4.4
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,000.00	1,000.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
01-25-8019-00 TREASURER'S FEES	(3.93)	(3.93)	80,000.00	80,003.93	.0
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
 TOTAL ADMINISTRATION	 21,624.39	 21,624.39	 464,800.00	 443,175.61	 4.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	7,036.60	7,036.60	138,000.00	130,963.40	5.1
01-30-5050-00 PAYROLL TAXES	531.43	531.43	10,600.00	10,068.57	5.0
01-30-5060-00 RETIREMENT FUND	433.24	433.24	12,700.00	12,266.76	3.4
01-30-5065-00 HEALTH INSURANCE	1,419.38	1,419.38	22,000.00	20,580.62	6.5
01-30-5070-00 WORKMENS COMPENSATION	122.23	122.23	1,200.00	1,077.77	10.2
01-30-6010-00 UTILITIES	.00	.00	2,500.00	2,500.00	.0
01-30-6505-00 OFFICE SUPPLIES	211.33	211.33	2,200.00	1,988.67	9.6
01-30-6510-00 TELEPHONE	.00	.00	1,500.00	1,500.00	.0
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	500.00	500.00	.0
01-30-6515-00 DUES/SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
01-30-6520-00 MILEAGE & EXPENSES	.00	.00	100.00	100.00	.0
01-30-6522-00 INSURANCE AND BONDS	800.00	800.00	3,200.00	2,400.00	25.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	136.80	136.80	2,100.00	1,963.20	6.5
01-30-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-30-8016-00 PROFESSIONAL SERVICES	93.24	93.24	15,000.00	14,906.76	.6
01-30-8017-00 NORTH FRONT RANGE MPO	7,723.00	7,723.00	9,200.00	1,477.00	84.0
TOTAL PLANNING & ZONING	18,507.25	18,507.25	222,900.00	204,392.75	8.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	96,241.56	96,241.56	1,560,000.00	1,463,758.44	6.2
01-35-5010-03 OVERTIME PAY	53.78	53.78	13,500.00	13,446.22	.4
01-35-5013-00 CLERICAL SALARIES	2,939.78	2,939.78	84,500.00	81,560.22	3.5
01-35-5015-00 PART-TIME SALARIES	4,331.04	4,331.04	41,000.00	36,668.96	10.6
01-35-5050-00 PAYROLL TAXES	7,693.59	7,693.59	131,000.00	123,306.41	5.9
01-35-5060-00 RETIREMENT	5,634.70	5,634.70	91,000.00	85,365.30	6.2
01-35-5065-00 HEALTH INSURANCE	22,069.06	22,069.06	361,100.00	339,030.94	6.1
01-35-5070-00 WORKMEN'S COMPENSATION	4,133.38	4,133.38	35,000.00	30,866.62	11.8
01-35-6010-00 UTILITIES	.00	.00	14,000.00	14,000.00	.0
01-35-6505-00 OFFICE EXPENSE	381.42	381.42	8,000.00	7,618.58	4.8
01-35-6510-00 TELEPHONE	.00	.00	9,500.00	9,500.00	.0
01-35-6511-00 TRAINING	10.00	10.00	13,000.00	12,990.00	.1
01-35-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
01-35-6518-00 CLEANING SERVICES	770.00	770.00	11,500.00	10,730.00	6.7
01-35-6522-00 INSURANCE AND BONDS	12,875.00	12,875.00	51,500.00	38,625.00	25.0
01-35-6524-00 GAS AND OIL	1,012.11	1,012.11	31,000.00	29,987.89	3.3
01-35-6526-00 OPERATING SUPPLIES	26.98	26.98	6,500.00	6,473.02	.4
01-35-6527-00 UNIFORMS AND CLEANING	900.00	900.00	9,500.00	8,600.00	9.5
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	.00	41,000.00	41,000.00	.0
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	.00	1,500.00	1,500.00	.0
01-35-6544-06 VESTS	.00	.00	5,000.00	5,000.00	.0
01-35-6544-07 CAMERA & INVESTIGATION EQPT.	.00	.00	3,500.00	3,500.00	.0
01-35-6544-09 SHOOTING RANGE SUPPLIES	.00	.00	4,000.00	4,000.00	.0
01-35-6544-10 OFFICE IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
01-35-6544-11 POLICE EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
01-35-7010-00 BLDG. REPAIR & MAINT.	.00	.00	8,000.00	8,000.00	.0
01-35-7020-00 REPAIRS AND MAINTENANCE	165.00	165.00	14,000.00	13,835.00	1.2
01-35-8012-00 COMP. PROFESSIONAL SERVICE	292.67	292.67	10,000.00	9,707.33	2.9
01-35-8014-00 LEGAL	.00	.00	2,500.00	2,500.00	.0
01-35-8016-00 PROFESSIONAL SERVICES	.00	.00	8,000.00	8,000.00	.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,800.00	5,800.00	.0
01-35-8021-00 COMP. LINK TO RECORDS	.00	.00	10,500.00	10,500.00	.0
01-35-9022-00 JAIL FEES	.00	.00	1,000.00	1,000.00	.0
01-35-9028-00 COMMUNITY SERVICES	.00	.00	2,000.00	2,000.00	.0
01-35-9028-01 TASK FORCE	.00	.00	2,000.00	2,000.00	.0
01-35-9028-03 RECORDS CONTRACT	.00	.00	12,000.00	12,000.00	.0
TOTAL POLICE	159,530.07	159,530.07	2,619,900.00	2,460,369.93	6.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,607.54	2,607.54	39,100.00	36,492.46	6.7
01-40-5050-00 PAYROLL TAXES	194.35	194.35	3,000.00	2,805.65	6.5
01-40-5060-00 RETIREMENT	110.44	110.44	1,800.00	1,689.56	6.1
01-40-5065-00 HEALTH INSURANCE	514.13	514.13	7,500.00	6,985.87	6.9
01-40-5070-00 WORKMEN'S COMPENSATION	50.00	50.00	1,200.00	1,150.00	4.2
01-40-6010-00 UTILITIES	.00	.00	3,100.00	3,100.00	.0
01-40-6505-00 OFFICE EXPENSE	.00	.00	1,900.00	1,900.00	.0
01-40-6510-00 TELEPHONE	.00	.00	1,700.00	1,700.00	.0
01-40-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-40-6513-00 PUBLISHING	.00	.00	500.00	500.00	.0
01-40-6515-00 DUES & SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
01-40-6518-00 CLEANING & SUPPLIES	.00	.00	1,000.00	1,000.00	.0
01-40-6522-00 INSURANCE AND BONDS	1,950.00	1,950.00	7,800.00	5,850.00	25.0
01-40-6526-00 OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	255.07	255.07	1,600.00	1,344.93	15.9
01-40-8012-00 COMP. PROF. SERVICES	236.80	236.80	3,700.00	3,463.20	6.4
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	.00	.00	113,000.00	113,000.00	.0
TOTAL PROTECTIVE INSPECTIONS	5,918.33	5,918.33	189,000.00	183,081.67	3.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	20,712.17	20,712.17	327,000.00	306,287.83	6.3
01-45-5010-03 OVERTIME	47.23	47.23	7,000.00	6,952.77	.7
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,544.94	1,544.94	27,000.00	25,455.06	5.7
01-45-5060-00 RETIREMENT FUND	1,110.05	1,110.05	20,000.00	18,889.95	5.6
01-45-5065-00 HEALTH INSURANCE	4,148.85	4,148.85	93,000.00	88,851.15	4.5
01-45-5070-00 WORKMEN'S COMPENSATION	1,672.09	1,672.09	19,100.00	17,427.91	8.8
01-45-6010-00 UTILITIES	.00	.00	8,500.00	8,500.00	.0
01-45-6015-00 UTILITIES - STREET LIGHTIN	.00	.00	215,000.00	215,000.00	.0
01-45-6505-00 OFFICE EXPENSE	139.85	139.85	500.00	360.15	28.0
01-45-6510-00 TELEPHONE	219.84	219.84	4,700.00	4,480.16	4.7
01-45-6511-00 TRAINING	.00	.00	1,100.00	1,100.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
01-45-6518-00 CLEANING SUPPLIES	58.00	58.00	1,600.00	1,542.00	3.6
01-45-6522-00 INSURANCE AND BONDS	7,750.00	7,750.00	31,000.00	23,250.00	25.0
01-45-6524-00 GAS & OIL	2,049.65	2,049.65	16,700.00	14,650.35	12.3
01-45-6526-00 OPERATING SUPPLIES	.00	.00	4,500.00	4,500.00	.0
01-45-6530-00 SNOW AND ICE REMOVAL	.00	.00	40,000.00	40,000.00	.0
01-45-6532-00 TRASH SERVICE	.00	.00	658,000.00	658,000.00	.0
01-45-6534-00 WEED CONTROL	.00	.00	2,000.00	2,000.00	.0
01-45-6536-00 STREET SIGNS	179.86	179.86	3,500.00	3,320.14	5.1
01-45-6544-03 EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-6544-06 HOLIDAY DECORATIONS	.00	.00	7,500.00	7,500.00	.0
01-45-6544-07 TOOLS	155.00	155.00	2,500.00	2,345.00	6.2
01-45-6544-09 SAFETY EQUIPMENT	27.90	27.90	4,000.00	3,972.10	.7
01-45-7020-00 REP & MAINT - EQUIP & BLDG	123.37	123.37	27,500.00	27,376.63	.5
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	2,400.00	2,400.00	.0
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	199.95	199.95	2,800.00	2,600.05	7.1
01-45-8016-00 PROFESSIONAL SERVICES	30.95	30.95	3,000.00	2,969.05	1.0
TOTAL STREETS	40,169.70	40,169.70	1,549,900.00	1,509,730.30	2.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CEMETERY</u>					
01-50-5015-00 SALARIES	.00	.00	12,000.00	12,000.00	.0
01-50-5050-00 PAYROLL TAXES	.00	.00	1,000.00	1,000.00	.0
01-50-5070-00 WORKMEN'S COMPENSATION	75.56	75.56	2,200.00	2,124.44	3.4
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	575.00	575.00	2,300.00	1,725.00	25.0
01-50-6524-00 GAS & OIL	.00	.00	1,500.00	1,500.00	.0
01-50-6526-00 SUPPLIES	.00	.00	1,600.00	1,600.00	.0
01-50-6533-00 TREE TRIMMING	.00	.00	5,000.00	5,000.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	5,700.00	5,700.00	.0
01-50-6544-03 SPINTRIMMER	.00	.00	800.00	800.00	.0
01-50-6544-06 TREES	.00	.00	3,000.00	3,000.00	.0
01-50-7020-00 REPAIRS AND MAINTENANCE	.00	.00	3,500.00	3,500.00	.0
01-50-7025-00 SPRINKLER REPAIR	.00	.00	3,700.00	3,700.00	.0
01-50-8016-00 PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
TOTAL CEMETERY	650.56	650.56	42,900.00	42,249.44	1.5
<u>ANIMAL CONTROL</u>					
01-55-5010-00 SALARIES	.00	.00	51,800.00	51,800.00	.0
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	.00	.00	4,100.00	4,100.00	.0
01-55-5060-00 RET BEN	.00	.00	2,300.00	2,300.00	.0
01-55-5065-00 HEALTH BEN	.00	.00	10,000.00	10,000.00	.0
01-55-5070-00 WORKMENS COMPENSATION	122.23	122.23	1,100.00	977.77	11.1
01-55-6522-00 INSURANCE	1,050.00	1,050.00	4,200.00	3,150.00	25.0
01-55-6524-00 GAS AND OIL	.00	.00	2,100.00	2,100.00	.0
01-55-6526-00 SUPPLIES	.00	.00	800.00	800.00	.0
01-55-7020-00 REPAIR & MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
01-55-7030-00 WEED/NUISANCE CONTROL	.00	.00	8,000.00	8,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	7,000.00	7,000.00	.0
TOTAL ANIMAL CONTROL	1,172.23	1,172.23	93,400.00	92,227.77	1.3
<u>SENIOR COORDINATOR PROGRAM</u>					
01-60-5015-00 PART-TIME SALARIES	3,239.88	3,239.88	43,300.00	40,060.12	7.5
01-60-5050-00 PAYROLL TAXES	240.16	240.16	3,400.00	3,159.84	7.1
01-60-5065-00 HEALTH INSURANCE	711.33	711.33	8,700.00	7,988.67	8.2
01-60-5070-00 WORKMEN'S COMPENSATION	83.77	83.77	1,200.00	1,116.23	7.0
01-60-6010-00 UTILITIES	.00	.00	4,400.00	4,400.00	.0
01-60-6510-00 TELEPHONE	.00	.00	1,600.00	1,600.00	.0
01-60-6520-00 MILEAGE	132.43	132.43	3,100.00	2,967.57	4.3
01-60-6522-00 INSURANCE	600.00	600.00	5,000.00	4,400.00	12.0
01-60-7020-00 REPAIR & MAINTENANCE	253.00	253.00	5,700.00	5,447.00	4.4
TOTAL SENIOR COORDINATOR PROGRAM	5,260.57	5,260.57	76,400.00	71,139.43	6.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-65-5015-00 PART-TIME SALARIES	.00	.00	22,000.00	22,000.00	.0
01-65-5050-00 PAYROLL TAXES	.00	.00	1,800.00	1,800.00	.0
01-65-5070-00 WORKMEN'S COMPENSATION	61.51	61.51	2,200.00	2,138.49	2.8
01-65-6010-00 UTILITIES	.00	.00	3,500.00	3,500.00	.0
01-65-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-65-6522-00 INSURANCE AND BONDS	625.00	625.00	2,500.00	1,875.00	25.0
01-65-6524-00 GAS AND OIL	.00	.00	1,900.00	1,900.00	.0
01-65-6526-00 SUPPLIES	.00	.00	2,400.00	2,400.00	.0
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	.00	14,200.00	14,200.00	.0
01-65-6542-00 PORTA-LETS	.00	.00	1,600.00	1,600.00	.0
01-65-6544-01 MOWER	.00	.00	1,000.00	1,000.00	.0
01-65-6544-02 SPIN TRIMMER	.00	.00	800.00	800.00	.0
01-65-7020-00 REPAIRS AND MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
01-65-7025-00 SPRINKLER REPAIRS	.00	.00	5,000.00	5,000.00	.0
TOTAL PARKS	686.51	686.51	64,400.00	63,713.49	1.1
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	39,375.00	39,375.00	472,500.00	433,125.00	8.3
TOTAL LIBRARY	39,375.00	39,375.00	472,500.00	433,125.00	8.3
<u>DEPARTMENT 75</u>					
01-75-6526-00 COMMUNITY CENTER SUPPLIES	.00	.00	6,000.00	6,000.00	.0
01-75-7020-00 COMMUNITY CENTER REPAIR	1,103.40	1,103.40	9,000.00	7,896.60	12.3
01-75-7025-00 COMMUNITY CENTER UTILITIES	.00	.00	5,200.00	5,200.00	.0
01-75-7031-00 DOWNTOWN BEAUTIFICATION	1,054.00	1,054.00	25,000.00	23,946.00	4.2
01-75-7040-00 OWNERS REP/YMCA - REC. CENTER	.00	.00	165,000.00	165,000.00	.0
01-75-7041-00 GRANT MATCH	.00	.00	10,000.00	10,000.00	.0
01-75-7051-00 MUSEUM IMPR.	.00	.00	50,000.00	50,000.00	.0
01-75-7054-00 TOWN HALL IMPROVEMENTS	.00	.00	8,000.00	8,000.00	.0
01-75-7055-00 ECONOMIC DEVELOPMENT CONT.	.00	.00	7,000.00	7,000.00	.0
01-75-7056-00 CITIZEN/BUSINESS OUTREACH COOR	3,000.00	3,000.00	12,000.00	9,000.00	25.0
01-75-7066-00 WEB SITE CONSULTANT	.00	.00	5,000.00	5,000.00	.0
01-75-7070-00 BARBEQUE DAYS CONTRIBUTION	.00	.00	30,000.00	30,000.00	.0
01-75-7080-00 MOSQUITO SPRAYING	.00	.00	19,500.00	19,500.00	.0
01-75-7090-00 INSURANCE DEDUCTIBLES	.00	.00	17,000.00	17,000.00	.0
01-75-7100-00 SEPARATION BENEFITS	.00	.00	20,000.00	20,000.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	.00	.00	15,000.00	15,000.00	.0
01-75-7129-00 NEWSLETTER/COMMUNICATION	.00	.00	4,500.00	4,500.00	.0
01-75-7130-00 TOWN HALL MAINT. AGREEMENT	132.95	132.95	5,000.00	4,867.05	2.7
01-75-7131-00 SAFETY AWARD PROGRAM	.00	.00	2,500.00	2,500.00	.0
01-75-7133-00 DOWNTOWN FACADE GRANT PROGRAM	.00	.00	8,000.00	8,000.00	.0
01-75-7137-00 402 INTERCHANGE BEN. ANALYSIS	.00	.00	45,000.00	45,000.00	.0
TOTAL DEPARTMENT 75	5,290.35	5,290.35	468,700.00	463,409.65	1.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	131.00	131.00	105,000.00	104,869.00	.1
01-80-7050-00 TRANSFER - CONTINGENT FUND	.00	.00	225,000.00	225,000.00	.0
01-80-7056-00 COMMUNITY RECREATION CENTER	.00	.00	23,000,000.00	23,000,000.00	.0
01-80-7057-00 TRANSFER TO YMCA	.00	.00	150,000.00	150,000.00	.0
01-80-7080-00 TRANSFER TO DEVELOPERS COST	.00	.00	25,000.00	25,000.00	.0
01-80-7081-00 FUNDING I-25 IMPROVEMENTS	.00	.00	16,000.00	16,000.00	.0
01-80-7110-00 SALES TAX REFUND	.00	.00	325,000.00	325,000.00	.0
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	131.00	131.00	24,846,000.00	24,845,869.00	.0
TOTAL FUND EXPENDITURES	298,640.96	298,640.96	31,260,100.00	30,961,459.04	1.0
NET REVENUE OVER EXPENDITURES	386,148.48	386,148.48	(18,454,100.00)	(18,840,248.48)	2.1

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	122,112.40	122,112.40	2,745,000.00	2,622,887.60	4.5
02-00-4320-00 WATER TAP FEES	17,046.54	17,046.54	.00	(17,046.54)	.0
02-00-4322-00 RAW WATER DEV. FEE	20,155.40	20,155.40	.00	(20,155.40)	.0
02-00-4325-00 WATER REFUNDS	(282.47)	(282.47)	.00	282.47	.0
02-00-4330-00 MISCELLANEOUS	24,802.04	24,802.04	200,000.00	175,197.96	12.4
02-00-4610-00 EARNINGS ON INVESTMENTS	50,742.47	50,742.47	100,000.00	49,257.53	50.7
02-00-4830-00 TRANSFER FROM GENERAL FUND	131.00	131.00	105,000.00	104,869.00	.1
TOTAL SOURCE 00	234,707.38	234,707.38	3,150,000.00	2,915,292.62	7.5
TOTAL FUND REVENUE	234,707.38	234,707.38	3,150,000.00	2,915,292.62	7.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,164.78	3,164.78	87,000.00	83,835.22	3.6
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	311.35	311.35	6,800.00	6,488.65	4.6
02-25-5020-00 JANITORIAL SALARIES	216.67	216.67	2,700.00	2,483.33	8.0
02-25-5025-00 MANAGER	1,825.12	1,825.12	24,000.00	22,174.88	7.6
02-25-5050-00 PAYROLL TAXES	398.92	398.92	9,400.00	9,001.08	4.2
02-25-5060-00 RETIREMENT FUND	399.41	399.41	9,500.00	9,100.59	4.2
02-25-5065-00 HEALTH INSURANCE	690.75	690.75	33,000.00	32,309.25	2.1
02-25-5070-00 WORKMEN'S COMPENSATION	122.23	122.23	1,100.00	977.77	11.1
02-25-6010-00 UTILITIES	.00	.00	3,000.00	3,000.00	.0
02-25-6505-00 OFFICE EXPENSE	24.29	24.29	3,000.00	2,975.71	.8
02-25-6506-00 UTILITY BILL MAILING	.00	.00	8,600.00	8,600.00	.0
02-25-6507-00 BILL PRESENTMENT	2,129.18	2,129.18	10,000.00	7,870.82	21.3
02-25-6510-00 TELEPHONE	.00	.00	1,700.00	1,700.00	.0
02-25-6511-00 TRAINING & MEETINGS	.00	.00	500.00	500.00	.0
02-25-6513-00 PUBLISHING	.00	.00	1,000.00	1,000.00	.0
02-25-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	2,500.00	2,500.00	.0
02-25-6518-00 CLEANING SUPPLIES	10.95	10.95	1,200.00	1,189.05	.9
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	1,875.00	1,875.00	7,500.00	5,625.00	25.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	2,500.00	2,500.00	.0
02-25-6544-04 COMPUTER	.00	.00	7,500.00	7,500.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	93.24	93.24	1,000.00	906.76	9.3
02-25-8010-00 AUDIT	.00	.00	3,000.00	3,000.00	.0
02-25-8011-00 PROF. SERV. - WATER COUNSEL	.00	.00	30,000.00	30,000.00	.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	486.05	486.05	8,800.00	8,313.95	5.5
02-25-8014-00 LEGAL	.00	.00	6,000.00	6,000.00	.0
02-25-8016-00 SALARY STUDY FEES	.00	.00	700.00	700.00	.0
02-25-8017-00 PROFESSIONAL SERVICES	.00	.00	28,000.00	28,000.00	.0
02-25-8021-00 HILLSBOROUGH WATER STUDY	.00	.00	40,000.00	40,000.00	.0
 TOTAL ADMINISTRATION	 11,747.94	 11,747.94	 341,100.00	 329,352.06	 3.4

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	15,546.30	15,546.30	235,000.00	219,453.70	6.6
02-70-5010-03 OVERTIME	805.98	805.98	10,000.00	9,194.02	8.1
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,199.90	1,199.90	19,000.00	17,800.10	6.3
02-70-5060-00 RETIREMENT FUND	775.41	775.41	13,500.00	12,724.59	5.7
02-70-5065-00 HEALTH INSURANCE	4,983.80	4,983.80	65,000.00	60,016.20	7.7
02-70-5070-00 WORKMEN'S COMPENSATION	740.77	740.77	9,000.00	8,259.23	8.2
02-70-6010-00 UTILITIES	.00	.00	218,000.00	218,000.00	.0
02-70-6510-00 TELEPHONE	115.23	115.23	8,000.00	7,884.77	1.4
02-70-6511-00 TRAINING	525.00	525.00	4,000.00	3,475.00	13.1
02-70-6518-00 CLEANING SUPPLIES	58.00	58.00	1,300.00	1,242.00	4.5
02-70-6522-00 INSURANCE	8,165.75	8,165.75	29,300.00	21,134.25	27.9
02-70-6524-00 GAS AND OIL	367.62	367.62	12,200.00	11,832.38	3.0
02-70-6526-00 CHEMICALS	.00	.00	165,000.00	165,000.00	.0
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	2,700.00	2,700.00	.0
02-70-6528-00 OPERATING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
02-70-6544-01 METER UPGRADE	.00	.00	65,000.00	65,000.00	.0
02-70-6544-02 TOOLS	.00	.00	6,500.00	6,500.00	.0
02-70-6544-07 TESTING EQUIPMENT	.00	.00	4,200.00	4,200.00	.0
02-70-6544-08 VEHICLE-PURCHASE	.00	.00	24,000.00	24,000.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	150,000.00	150,000.00	.0
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	260,000.00	260,000.00	.0
02-70-6544-29 INSTRUMENTATION UPGRADES	.00	.00	50,000.00	50,000.00	.0
02-70-6544-36 FIRE HYDRANT REPAIRS	.00	.00	42,000.00	42,000.00	.0
02-70-6544-38 LONE TREE REPLACE PUMP/MOTORS	.00	.00	366,700.00	366,700.00	.0
02-70-6544-43 DATA COLLECTION UNITS	.00	.00	12,000.00	12,000.00	.0
02-70-7015-00 R&M WATERLINES	.00	.00	30,000.00	30,000.00	.0
02-70-7020-00 REPAIRS & MAINTENANCE	.00	.00	70,000.00	70,000.00	.0
02-70-7022-00 VEHICLE REPAIRS	.00	.00	3,000.00	3,000.00	.0
02-70-7030-00 PURCHASED WATER	.00	.00	12,700.00	12,700.00	.0
02-70-7031-00 CWCWD EMERGENCY CONNECTION	.00	.00	7,100.00	7,100.00	.0
02-70-7035-00 WATER ASSESMENT	.00	.00	120,000.00	120,000.00	.0
02-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	10,000.00	10,000.00	.0
02-70-8012-00 PROFESSIONAL SERVICES	1,680.48	1,680.48	105,000.00	103,319.52	1.6
TOTAL OPERATIONS - WATER FUND	34,964.24	34,964.24	2,142,800.00	2,107,835.76	1.6
TOTAL FUND EXPENDITURES	46,712.18	46,712.18	2,483,900.00	2,437,187.82	1.9
NET REVENUE OVER EXPENDITURES	187,995.20	187,995.20	666,100.00	478,104.80	28.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	166,187.43	166,187.43	1,880,000.00	1,713,812.57	8.8
03-00-4320-00 SEWER TAP FEES	12,900.00	12,900.00	.00 (12,900.00)	.0
03-00-4330-00 MISCELLANEOUS	700.00	700.00	12,500.00	11,800.00	5.6
03-00-4610-00 EARNINGS ON INVESTMENTS	17,561.02	17,561.02	50,000.00	32,438.98	35.1
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TOTAL SOURCE 00	197,348.45	197,348.45	1,942,500.00	1,745,151.55	10.2
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TOTAL FUND REVENUE	197,348.45	197,348.45	1,942,500.00	1,745,151.55	10.2
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TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	4,617.36	4,617.36	85,000.00	80,382.64	5.4
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	311.35	311.35	5,500.00	5,188.65	5.7
03-25-5020-00 JANITORIAL SALARIES	216.66	216.66	2,600.00	2,383.34	8.3
03-25-5025-00 MANAGER SALARIES	3,542.88	3,542.88	47,000.00	43,457.12	7.5
03-25-5050-00 PAYROLL TAXES	638.52	638.52	11,000.00	10,361.48	5.8
03-25-5060-00 RETIREMENT FUND	658.29	658.29	11,600.00	10,941.71	5.7
03-25-5065-00 HEALTH INSURANCE	1,007.47	1,007.47	25,500.00	24,492.53	4.0
03-25-5070-00 WORKMEN'S COMPENSATION	122.23	122.23	900.00	777.77	13.6
03-25-6010-00 UTILITIES - TOWN HALL	.00	.00	4,000.00	4,000.00	.0
03-25-6505-00 OFFICE EXPENSES	.00	.00	1,500.00	1,500.00	.0
03-25-6506-00 UTILITY BILL MAILING	.00	.00	8,000.00	8,000.00	.0
03-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	8,000.00	8,000.00	.0
03-25-6510-00 TELEPHONE	.00	.00	1,700.00	1,700.00	.0
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6518-00 CLEANING SUPPLIES	.00	.00	1,200.00	1,200.00	.0
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
03-25-6522-00 INSURANCE & BONDS	1,875.00	1,875.00	7,500.00	5,625.00	25.0
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	2,800.00	2,800.00	.0
03-25-6544-04 CAPITAL OUTLAY - COMPUTER	.00	.00	1,500.00	1,500.00	.0
03-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	400.00	400.00	.0
03-25-7020-00 REPAIR & MAINTENANCE	93.24	93.24	800.00	706.76	11.7
03-25-8010-00 AUDIT	.00	.00	3,500.00	3,500.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	471.05	471.05	7,500.00	7,028.95	6.3
03-25-8014-00 LEGAL	.00	.00	11,000.00	11,000.00	.0
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	40,000.00	40,000.00	.0
TOTAL PERSONNEL	13,554.05	13,554.05	291,000.00	277,445.95	4.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	19,000.95	19,000.95	273,000.00	253,999.05	7.0
03-70-5010-03 OVERTIME PAY	985.06	985.06	10,000.00	9,014.94	9.9
03-70-5050-00 PAYROLL TAXES	1,466.51	1,466.51	22,200.00	20,733.49	6.6
03-70-5060-00 RETIREMENT FUND	947.69	947.69	16,500.00	15,552.31	5.7
03-70-5065-00 HEALTH INSURANCE	6,091.36	6,091.36	77,000.00	70,908.64	7.9
03-70-5070-00 WORKMEN'S COMPENSATION	529.57	529.57	7,000.00	6,470.43	7.6
03-70-6010-00 UTILITIES	.00	.00	220,000.00	220,000.00	.0
03-70-6510-00 TELEPHONE	.00	.00	6,800.00	6,800.00	.0
03-70-6511-00 TRAINING	.00	.00	3,300.00	3,300.00	.0
03-70-6518-00 CLEANING SUPPLIES	58.00	58.00	1,400.00	1,342.00	4.1
03-70-6522-00 INSURANCE	8,165.75	8,165.75	32,300.00	24,134.25	25.3
03-70-6524-00 GAS AND OIL	367.62	367.62	9,500.00	9,132.38	3.9
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	.00	.00	125,000.00	125,000.00	.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	78.99	78.99	10,000.00	9,921.01	.8
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	19,500.00	19,500.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	50,000.00	50,000.00	.0
03-70-6544-08 CENTRAL PLANT UPGRADES	.00	.00	464,000.00	464,000.00	.0
03-70-6544-10 SEWERLINE REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
03-70-6544-16 INSTRUMENTATION UPGRADES	.00	.00	140,000.00	140,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	.00	.00	20,000.00	20,000.00	.0
03-70-7020-00 REPAIRS & MAINTENANCE	.00	.00	95,000.00	95,000.00	.0
03-70-7022-00 VEHICLE REPAIRS	.00	.00	3,000.00	3,000.00	.0
03-70-7023-00 WEED CONTROL/GROUND MAINT.	.00	.00	3,000.00	3,000.00	.0
03-70-7025-00 SEWERLINE CLEANING	.00	.00	50,000.00	50,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	213.00	213.00	65,000.00	64,787.00	.3
TOTAL OPERATIONS - SEWER FUND	37,904.50	37,904.50	1,783,000.00	1,745,095.50	2.1
TOTAL FUND EXPENDITURES	51,458.55	51,458.55	2,074,000.00	2,022,541.45	2.5
NET REVENUE OVER EXPENDITURES	145,889.90	145,889.90	(131,500.00)	(277,389.90)	110.9

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	.00	72,000.00	72,000.00	.0
05-00-4110-00 PARK FEES	2,000.00	2,000.00	62,500.00	60,500.00	3.2
05-00-4130-00 LARIMER COUNTY USE TAX	9,440.54	9,440.54	95,000.00	85,559.46	9.9
05-00-4330-00 OTHER	198.28	198.28	5,000.00	4,801.72	4.0
05-00-4610-00 CT-EARNINGS ON INVEST.	3,641.34	3,641.34	15,000.00	11,358.66	24.3
TOTAL SOURCE 00	15,280.16	15,280.16	249,500.00	234,219.84	6.1
TOTAL FUND REVENUE	15,280.16	15,280.16	249,500.00	234,219.84	6.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	.00	7,000.00	7,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6544-04 LAWN MOWER	.00	.00	17,000.00	17,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	.00	.00	5,000.00	5,000.00	.0
05-70-6546-00 SUNRISE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6547-00 PARISH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6548-00 HAYS PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6549-00 PIONEER RIDGE PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6550-00 ROLLING HILLS RANCH PARK	.00	.00	4,000.00	4,000.00	.0
05-70-6551-00 JOHNSTOWN LAKE PARK	174.67	174.67	4,000.00	3,825.33	4.4
05-70-6553-00 CLEARVIEW PARK	.00	.00	4,000.00	4,000.00	.0
05-70-7020-00 REPAIR & MAINT.	.00	.00	6,000.00	6,000.00	.0
TOTAL DEPARTMENT 70	174.67	174.67	70,000.00	69,825.33	.3
DEPARTMENT 80					
05-80-7010-00 COMMUNITY RECREATION CENTER	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL FUND EXPENDITURES	174.67	174.67	1,070,000.00	1,069,825.33	.0
NET REVENUE OVER EXPENDITURES	15,105.49	15,105.49	(820,500.00)	(835,605.49)	1.8

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
06-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	225,000.00	225,000.00	.0
06-00-4610-00 CF-EARNINGS ON INVESTMENTS	4,243.47	4,243.47	13,500.00	9,256.53	31.4
TOTAL SOURCE 00	4,243.47	4,243.47	238,500.00	234,256.53	1.8
TOTAL FUND REVENUE	4,243.47	4,243.47	238,500.00	234,256.53	1.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	.00	2,161,900.00	2,161,900.00	.0
TOTAL DEPARTMENT 70	.00	.00	2,161,900.00	2,161,900.00	.0
TOTAL FUND EXPENDITURES	.00	.00	2,161,900.00	2,161,900.00	.0
NET REVENUE OVER EXPENDITURES	4,243.47	4,243.47	(1,923,400.00)	(1,927,643.47)	.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	396.00	396.00	3,000.00	2,604.00	13.2
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	477.36	477.36	1,300.00	822.64	36.7
TOTAL SOURCE 00	873.36	873.36	4,300.00	3,426.64	20.3
TOTAL FUND REVENUE	873.36	873.36	4,300.00	3,426.64	20.3
NET REVENUE OVER EXPENDITURES	873.36	873.36	4,300.00	3,426.64	20.3

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
09-00-4110-00 TRANSFER FROM GENERAL FUND	.00	.00	1,000,000.00	1,000,000.00	.0
09-00-4610-00 EARNINGS ON INVESTMENTS	5,728.33	5,728.33	15,000.00	9,271.67	38.2
TOTAL SOURCE 00	5,728.33	5,728.33	1,015,000.00	1,009,271.67	.6
TOTAL FUND REVENUE	5,728.33	5,728.33	1,015,000.00	1,009,271.67	.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-04 POLICE VEHICLE	.00	.00	44,000.00	44,000.00	.0
09-70-6544-06 MOWER FOR CEMETERY	.00	.00	19,000.00	19,000.00	.0
09-70-6544-07 PUBLIC WORKS EQUIPMENT	.00	.00	59,500.00	59,500.00	.0
09-70-6544-10 COMPUTERS/OFFICE EQUIPMENT	.00	.00	16,000.00	16,000.00	.0
09-70-6544-11 POLICE EQUIPMENT	.00	.00	13,000.00	13,000.00	.0
09-70-6544-21 SOFTWARE	.00	.00	9,500.00	9,500.00	.0
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TOTAL DEPARTMENT 70	.00	.00	161,000.00	161,000.00	.0
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TOTAL FUND EXPENDITURES	.00	.00	161,000.00	161,000.00	.0
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NET REVENUE OVER EXPENDITURES	5,728.33	5,728.33	854,000.00	848,271.67	.7
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TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	36,364.70	36,364.70	430,000.00	393,635.30	8.5
11-00-4610-00 EARNINGS ON INVESTMENTS	7,704.67	7,704.67	35,000.00	27,295.33	22.0
TOTAL SOURCE 00	44,069.37	44,069.37	465,000.00	420,930.63	9.5
TOTAL FUND REVENUE	44,069.37	44,069.37	465,000.00	420,930.63	9.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,567.89	1,567.89	22,000.00	20,432.11	7.1
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	311.35	311.35	5,400.00	5,088.65	5.8
11-25-5025-00 MANAGER	1,825.12	1,825.12	24,000.00	22,174.88	7.6
11-25-5050-00 PAYROLL TAXES	279.53	279.53	4,200.00	3,920.47	6.7
11-25-5060-00 RETIREMENT FUND	234.95	234.95	4,000.00	3,765.05	5.9
11-25-5065-00 HEALTH INSURANCE	405.66	405.66	11,000.00	10,594.34	3.7
11-25-5070-00 WORKMAN'S COMPENSATION	122.23	122.23	700.00	577.77	17.5
11-25-6010-00 UTILITIES	.00	.00	1,400.00	1,400.00	.0
11-25-6505-00 OFFICE SUPPLIES	.00	.00	700.00	700.00	.0
11-25-6506-00 UTILITY BILL MAILING	.00	.00	8,500.00	8,500.00	.0
11-25-6507-00 ON LINE BILL PRESENTMENT	.00	.00	2,300.00	2,300.00	.0
11-25-6510-00 TELEPHONE	.00	.00	400.00	400.00	.0
11-25-6522-00 INSURANCE AND BONDS	750.00	750.00	3,000.00	2,250.00	25.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	.00	.00	600.00	600.00	.0
11-25-8010-00 AUDIT	.00	.00	2,200.00	2,200.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	394.25	394.25	3,900.00	3,505.75	10.1
11-25-8014-00 LEGAL	.00	.00	2,000.00	2,000.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
TOTAL ADMINISTRATION	5,890.98	5,890.98	100,600.00	94,709.02	5.9
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	2,961.84	2,961.84	87,000.00	84,038.16	3.4
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	217.31	217.31	6,800.00	6,582.69	3.2
11-70-5060-00 RETIREMENT FUND	125.44	125.44	5,100.00	4,974.56	2.5
11-70-5065-00 HEALTH INSURANCE	853.57	853.57	26,500.00	25,646.43	3.2
11-70-5070-00 WORKMEN'S COMPENSATION	138.88	138.88	2,100.00	1,961.12	6.6
11-70-6510-00 TELEPHONE	.00	.00	1,000.00	1,000.00	.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	1,439.82	1,439.82	5,300.00	3,860.18	27.2
11-70-6524-00 GAS & OIL	.00	.00	2,300.00	2,300.00	.0
11-70-6526-00 OPERATING SUPPLIES	.00	.00	800.00	800.00	.0
11-70-6544-06 INFRASTRUCTURE REPAIR	.00	.00	20,000.00	20,000.00	.0
11-70-7020-00 REPAIR & MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
11-70-7022-00 VEHICLE REPAIRS	.00	.00	800.00	800.00	.0
11-70-7024-00 INLET REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
11-70-7026-00 CURB/GUTTER REPLACEMENT	.00	.00	70,000.00	70,000.00	.0
TOTAL OPERATIONS	5,736.86	5,736.86	249,900.00	244,163.14	2.3
TOTAL FUND EXPENDITURES	11,627.84	11,627.84	350,500.00	338,872.16	3.3
NET REVENUE OVER EXPENDITURES	32,441.53	32,441.53	114,500.00	82,058.47	28.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	20,485.01	20,485.01	417,000.00	396,514.99	4.9
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,544.45	1,544.45	32,000.00	30,455.55	4.8
14-00-5065-00 HEALTH INS.	500.00	500.00	10,000.00	9,500.00	5.0
14-00-5070-00 WORKMENS COMPENSATION	108.09	108.09	1,000.00	891.91	10.8
14-00-6522-00 INSURANCE AND BONDS	950.00	950.00	5,000.00	4,050.00	19.0
	<u>23,587.55</u>	<u>23,587.55</u>	<u>465,000.00</u>	<u>441,412.45</u>	<u>5.1</u>
TOTAL DEPARTMENT 00	<u>23,587.55</u>	<u>23,587.55</u>	<u>465,000.00</u>	<u>441,412.45</u>	<u>5.1</u>
	<u>23,587.55</u>	<u>23,587.55</u>	<u>465,000.00</u>	<u>441,412.45</u>	<u>5.1</u>
TOTAL FUND EXPENDITURES	<u>23,587.55</u>	<u>23,587.55</u>	<u>465,000.00</u>	<u>441,412.45</u>	<u>5.1</u>
	<u>23,587.55</u>	<u>23,587.55</u>	<u>465,000.00</u>	<u>441,412.45</u>	<u>5.1</u>
NET REVENUE OVER EXPENDITURES	(23,587.55)	(23,587.55)	(465,000.00)	(441,412.45)	(5.1)

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	152,907.60	152,907.60	1,200,000.00	1,047,092.40	12.7
15-00-4610-00 EARNINGS ON INVESTMENTS	39,149.20	39,149.20	100,000.00	60,850.80	39.2
TOTAL SOURCE 00	192,056.80	192,056.80	1,300,000.00	1,107,943.20	14.8
SOURCE 01					
15-01-4530-00 DEVELOPER REIMBURSEMENT	.00	.00	15,000.00	15,000.00	.0
TOTAL SOURCE 01	.00	.00	15,000.00	15,000.00	.0
TOTAL FUND REVENUE	192,056.80	192,056.80	1,315,000.00	1,122,943.20	14.6

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-6544-18 TOWN HALL - PARKING LOT	.00	.00	11,000.00	11,000.00	.0
15-70-7020-00 STREET REPAIR & MAINT.	4,860.00	4,860.00	375,000.00	370,140.00	1.3
15-70-7022-00 ALLEY IMPROVEMENTS	.00	.00	2,000.00	2,000.00	.0
15-70-7035-00 COMMUNITY CENTER IMPROVEMENTS	.00	.00	5,000.00	5,000.00	.0
15-70-7045-00 STREETLIGHTS	.00	.00	5,000.00	5,000.00	.0
15-70-7047-00 SIGNS	.00	.00	5,000.00	5,000.00	.0
15-70-7055-00 ENGINEERING/ARCHITECTURAL	.00	.00	1,100,000.00	1,100,000.00	.0
15-70-7062-00 COMMUNITY RECREATION CENTER	.00	.00	8,000,000.00	8,000,000.00	.0
15-70-7065-00 SIDEWALK/CURB REPL.	.00	.00	15,000.00	15,000.00	.0
15-70-7085-00 SHOP IMPROVEMENTS	.00	.00	5,500.00	5,500.00	.0
TOTAL DEPARTMENT 70	4,860.00	4,860.00	9,523,500.00	9,518,640.00	.1
15-80-7060-00 REBATE	.00	.00	200,000.00	200,000.00	.0
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	.00	250,000.00	250,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	450,000.00	450,000.00	.0
TOTAL FUND EXPENDITURES	4,860.00	4,860.00	9,973,500.00	9,968,640.00	.1
NET REVENUE OVER EXPENDITURES	187,196.80	187,196.80	(8,658,500.00)	(8,845,696.80)	2.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
16-00-4070-00 FROM SALES TAX	8,772.46	8,772.46	124,000.00	115,227.54	7.1
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	100.00	100.00	.0
TOTAL SOURCE 00	8,772.46	8,772.46	124,100.00	115,327.54	7.1
TOTAL FUND REVENUE	8,772.46	8,772.46	124,100.00	115,327.54	7.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	.00	144,300.00	144,300.00	.0
TOTAL DEPARTMENT 70	.00	.00	144,300.00	144,300.00	.0
TOTAL FUND EXPENDITURES	.00	.00	144,300.00	144,300.00	.0
NET REVENUE OVER EXPENDITURES	8,772.46	8,772.46	(20,200.00)	(28,972.46)	43.4

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	34,216.32	34,216.32	100,000.00	65,783.68	34.2
TOTAL SOURCE 00	34,216.32	34,216.32	100,000.00	65,783.68	34.2
SOURCE 01					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	10,176.00	10,176.00	320,000.00	309,824.00	3.2
17-01-4110-02 POLICE FACILTIES DEV. FEE	2,628.00	2,628.00	90,000.00	87,372.00	2.9
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	5,908.00	5,908.00	190,000.00	184,092.00	3.1
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	4,692.00	4,692.00	150,000.00	145,308.00	3.1
17-01-4110-05 LIBRARY FACILITIES FEE	3,664.00	3,664.00	100,000.00	96,336.00	3.7
17-01-4110-06 TRAFFIC SIGNAL	557.72	557.72	5,000.00	4,442.28	11.2
TOTAL SOURCE 01	27,625.72	27,625.72	855,000.00	827,374.28	3.2
TOTAL FUND REVENUE	61,842.04	61,842.04	955,000.00	893,157.96	6.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-14 POLICE WORKSTATION	.00	.00	8,000.00	8,000.00	.0
17-70-6544-15 POLICE EQUIPMENT	.00	.00	6,500.00	6,500.00	.0
17-70-6544-19 ANNUAL LEASE/UTILITIES	1,519.75	1,519.75	26,500.00	24,980.25	5.7
17-70-6544-20 PEDESTRIAN CROSSING SIGNALS	.00	.00	15,000.00	15,000.00	.0
17-70-8016-00 PROFESSIONAL SERVICES	.00	.00	30,000.00	30,000.00	.0
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
TOTAL DEPARTMENT 70	1,519.75	1,519.75	101,000.00	99,480.25	1.5
TOTAL FUND EXPENDITURES	1,519.75	1,519.75	101,000.00	99,480.25	1.5
NET REVENUE OVER EXPENDITURES	60,322.29	60,322.29	854,000.00	793,677.71	7.1

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
20-00-4110-00 STREET MAINTENANCE FEES	29,097.62	29,097.62	319,000.00	289,902.38	9.1
20-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	100.00	100.00	.0
TOTAL SOURCE 00	29,097.62	29,097.62	319,100.00	290,002.38	9.1
TOTAL FUND REVENUE	29,097.62	29,097.62	319,100.00	290,002.38	9.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2019

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	.00	.00	350,000.00	350,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	350,000.00	350,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	350,000.00	350,000.00	.0
NET REVENUE OVER EXPENDITURES	29,097.62	29,097.62	(30,900.00)	(59,997.62)	94.2

RESOLUTION

No. 2019-04

TOWN OF JOHNSTOWN

RESOLUTION NO. 2019-04

A RESOLUTION AUTHORIZING THE DEPOSIT OF TOWN FUNDS AT BANKS DESIGNATED BY THE BANKING BOARD AS ELIGIBLE PUBLIC DEPOSITORIES

WHEREAS, the Town of Johnstown, Colorado wishes to designate certain banks as depositories for Town Savings funds; and

WHEREAS, the Public Deposit Protection Act, C.R.S. 11-10.5-101, et seq., provides that public funds may only be deposited at banks designated by the banking board as eligible public depositories; and

WHEREAS, from time to time, the Town may request a bank, by written order, telephone, telegraph, or computer communication device, to transfer funds to other financial institutions or to another account at the bank for the benefit of and in the name of the Town, and the bank must have standing instructions upon which to act pursuant to such requests for the transfer of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that the funds of the Town of Johnstown be, and the same are hereby, authorized to be added to or paid into accounts in banks designated by the banking board as eligible public depositories pursuant to C.R.S. 11-10.5-101, et seq., the Public Deposit Protection Act, and that said institutions be and are hereby authorized to pay withdrawals until further written notice to it signed in the name of the Town as indicated below by any two persons whose names appear below. Said institutions are authorized to supply any endorsement for the undersigned on any check or other instrument tendered for such accounts and are hereby relieved of any liability in connection with collection of such items which are handled by them without negligence. Withdrawals may not be made on account of such items until collected, and any amount not collected may be charged back to the account including expense incurred, and any other outside expense incurred relative to the account, including expense incurred, and relative to the account may be charged to it.

BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that any two of the officers of the Town listed below are hereby authorized to deposit, withdraw, and transfer funds of the Town and to execute account agreements on behalf of the Town with the bank. Checks in the amount of less than Five Thousand (\$5,000.00) may be executed by the Finance Director Mitzi McCoy (in her absence, the Town Manager), without a second signature.

The authority conferred herein may be exercised by any two officers and shall continue in full force and effect until written notice of modification or revocation shall be received by the bank and the bank shall be protected in acting upon any form of notice which it in good faith believes to be genuine and what it proposes to be. Those persons designated are as follows:

<u>Title</u>	<u>Name</u>
Finance Director	Mitzi McCoy
Town Clerk	Diana Seele
Town Manager	Matt LeCerf
Mayor	Gary Lebsack (in his absence Mayor Pro-Tem Chad Young)

Resolution 2016-05 is hereby repealed.

PASSED, SIGNED, APPROVED AND ADOPTED this 20th day of February, 2019.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

TOWN CLERK'S CERTIFICATE

I, Diana Seele, certify that I am duly appointed and acting Town Clerk for the Town of Johnstown and that the foregoing is a true and correct copy of the Resolution adopted at a regular or duly called special meeting at which a quorum was present, and that said Town is authorized to take such action, and to initiate funds transfer and that the signatures above are true signatures of the persons authorized to sign as indicated in connection with said account.

I FURTHER CERTIFY that all actions necessary to make the arrangement and this Resolution legal, valid, and binding have been taken and that the offices referred to above are hereby those person(s) whose signature(s) appear after his/her name.

DATED this 20th day of February, 2019.

Town Clerk

RESOLUTION

No. 2019-05

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-05**

A RESOLUTION AUTHORIZING THE ISSUANCE OF PURCHASING CARDS

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, on December 17, 2018, the Town Council adopted a Purchasing & Surplus Policy; and

WHEREAS, pursuant to the Purchasing & Surplus Policy, the Town Council agreed that purchasing cards may be issued to department heads and other personnel as authorized by the Town Manager; and

WHEREAS, for purposes of the Purchasing & Surplus Policy and for purposes of this Resolution, “purchasing cards” shall be deemed to mean “credit cards;” and

WHEREAS, the financial institutions who issue credit cards require that Town Council adopt a resolution authorizing the issuance of the purchasing cards to select personnel; and

WHEREAS, to accommodate the requirements of the financial institutions, the Town Council desires to adopt this Resolution and 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, THAT:

Section 1: The Town Council hereby approves the issuance of purchasing cards, also known as credit cards, to department heads and other personnel as authorized by the Town Manager, on the condition that the Town Manager, on the Town of Johnstown letterhead, submit a signed letter to the financial institution authorizing the issuance of the credit card in the name of the department head or other personnel.

Section 2: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2019.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

**FIRST AMENDMENT
TO SUBDIVISION DEVELOPMENT
AND IMPROVEMENT
AGREEMENT
(Mountain View West Subdivision)**

**FIRST AMENDMENT TO
SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(MOUNTAIN VIEW WEST SUBDIVISION)**

This First Amendment Subdivision Development and Improvement Agreement (“First Amendment to Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”) and **Parish, LLC**, a Colorado limited liability company (the “Developer”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, on or about December 4, 2017, the Town and the Developer entered into a Subdivision Development and Improvement Agreement for the construction of Subdivision Improvements related to development of the Property (“Agreement”); and

WHEREAS, subsequent to execution of the Agreement, the Town purchased approximately 10.002 acres of the Property, described as Block 2, Lot 1, Mountain View West Subdivision Replat, as set forth on Exhibit A attached hereto and incorporated herein by reference (“Town Property”); and

WHEREAS, Paragraph 5.6 of the Agreement provides that, prior to the sale of lots or homes in the residential portion of the Development and the sale or lease of lots in the commercial portion of the Development, the Developer is required establish one or more homeowners associations for the Development; and

WHEREAS, the Parties recognize and agree that the Town Property should not be included in a homeowners association and that a declaration of covenants, conditions and restrictions should not be recorded against the Town Property; and

WHEREAS, the Parties further recognize that, despite exclusion from the homeowners association, the Town should be obligated to pay the proportionate share of the expenses related to maintenance of the Outlots that is attributable to the Town Property; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First Amendment to Agreement.

NOW, THEREFORE, in consideration of the premises cited above and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Town and the Developer agree as follows:

1. **Recitals and Terms.** The Recitals are incorporated into this First Amendment to Agreement as if fully set forth herein. Capitalized terms used but not defined herein shall have the

meaning set forth in the Agreement.

2. **Paragraph 5.6 of the Agreement.** Paragraph 5.6 of the Agreement shall be amended in full to read as follows:

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the residential portion of the Development and the sale or lease of lots in the commercial portion of the Development, Developer shall establish one or more homeowners associations for the entirety of the Development except for the Town Property. Developer shall not, absent the written consent of the Town, record a declaration of covenants, conditions and restrictions against the Town Property. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners associations. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the homeowners associations shall thereafter be deemed to be established.

3. **Town To Execute Agreement with Homeowners Association.** The Town recognizes that the homeowners association referenced in Paragraph 5.6 will maintain the Outlots depicted on Exhibit A, which includes storm drainage, and that the Town Property may obtain the benefits thereof. Once a homeowners associations is established, the Town agrees to execute an agreement with the homeowners association, obligating the Town to pay its proportionate share of the expense of the maintenance of the Outlots that is attributable to the Town Property, based on the acreage of the Town Property compared to the acreage of the Property as a whole. If the Outlots are used for purposes that do not benefit the Town Property, the Town will not be obligated to pay for those expenses.

4. **Sale of Town Property.** If the Town were to sell the Town Property to a non-governmental entity, then the Town Property shall be included in the then-existing homeowners association.

5. **Validity of Agreement.** Except as expressly modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 2019.

PARISH, LLC

ATTEST:

By: _____
A.L. Gilbert Company, Managing Member
David Gilbert, President

Secretary

Date

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by
David Gilbert, President of A.L. Gilbert Company, Managing Member of Parish, LLC.

WITNESS my hand and official seal.

My commission expires:

Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

APPLICATION

**(Planning and Zoning
Commissioner)**

Town of

Johnstown

ADVISORY COMMITTEE, BOARD OR
COMMISSION APPLICATION
(Please type or use black ink)

I REQUEST APPOINTMENT TO: Planning and Zoning Commission

NAME: Bruce Weber

MAILING ADDRESS: 4205 Angelica Pl Johnstown CO 80534

(please include zip code)

RESIDENCE ADDRESS: 4205 Angelica Pl Johnstown CO 80534

PHONE NUMBER: Home: _____

Work: _____

HOW LONG HAVE YOU LIVED IN JOHNSTOWN? 7 years

OCCUPATION & EMPLOYER: Senior Project Manager – The CPI Group, Greenwood Village CO

VOLUNTEER AND/OR WORK EXPERIENCE: Local HOA in Loveland and Johnstown – Over 40 years in the construction field.

1. Are you presently serving on Town Council or on an appointed committee, board or commission? If so, which one (s)?

No

2. Why do you wish to be appointed?

To be involved with my community and bring my extensive experience to the City of Johnstown as a team member when considering our future.

3. List any abilities, skills, or interests which are applicable to the position for which you are applying:

Farm raised and 5th generation of CO. General Contractor business owner in CA 1985 to 1992. Hands on tradesman. Worked throughout the US and HI with ground up construction as an upper management employee with various cities and full site development.

(Advisory board, commission or committee application, cont'd)

QUESTIONNAIRE

Please type or use black ink in answering the following questions. Answers must be limited to this one page.

1. What interests you most / least about the position?
 - Most – to be involved with the community I live and to have a small say in what our future might be with smart and safe development
 - Least – nothing that I am aware of.

2. What do you like most / least about the Town of Johnstown?
 - Most – the tradition of the town. The heritage and the willingness of the city to stay up with the needs of the future.
 - Least – uninformed citizens on what it takes to have smart development.

3. What would you like to see the Town accomplish in the next two (2) years?
 - I am not familiar with what has been discussed to date on the 2-year plan. My thought is to have smart planning to sustain the quality of life, safe neighborhoods and to provide financial stability in maintaining the towns facilities for the citizens to enjoy for years to come.

4. What is your philosophy on growth?
 - Growth involves change, and change is what many towns struggle to deal with when older generations don't want their town to change. Our area of northern CO is changing, and it would be foolish of us to not anticipate the future. It's important for us to look at being informed and progressive to maintain the quality of life we have and to have stable funding for our town to function and be an attractive place for people to live and raise families.

5. What changes would you like to see occur in the Town of Johnstown?
 - I would have more of an opinion once I see what has been put in place for the city's development plans.

6. Why should you be appointed?
 - My life's works in construction provides me an understanding of development processes. Having an honest opinion with no personal motives as a citizen in the town of Johnstown.

Application and questionnaire must be returned to the Town Clerk's Office, 101 Charlotte Street, Johnstown, CO 80534.

(Advisory board, commission or committee application, cont'd.)

4. Are you committed to attending meetings? Yes

5. Are you committed to serving an entire term? Yes

6. Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee. (If unsure, please call the Town Manager at 970-587-4664)

I am not a participating member of any group or HOA board.

7. Although you are not required to have extensive knowledge or experience related to the board, commission or committee, please list any licenses, certificates or other specialized training applicable to the board, commission or committee for which you are applying.

My career work is the best qualification I can list.

8. Additional information or references you believe may be helpful in considering your application.

Ken Kidd – former city of Johnstown building inspector.

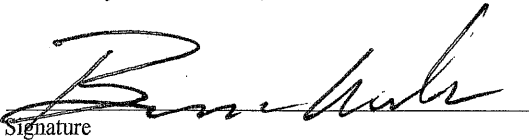
Bart Mayes – resident of Johnstown and science teacher / head football coach –

9. If you are not appointed at this time, are you interested in serving in the future? Yes

10. May we contact you in the future if a vacancy opens?

My cell is the best, 970-646-1101

Signature



Date

2-1-19

ATTACHMENTS TO APPLICATION MUST BE LIMITED TO TWO PAGES

AGENDA ITEM 7

**TOWN MANAGER
REPORT**



TOWN OF JOHNSTOWN

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: February 20, 2019

CC: Town Staff
Local Media

SUBJECT: Departmental Report

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

- 02/20/2019 – Regular Town Council Meeting (Due to Holiday on 18th)
 - 02/25/2019 – Work Session – None Planned
 - 03/04/2019 – Regular Town Council Meeting
 - 03/11/2019 – Work Session – None Planned
 - 03/18/2019 – Regular Town Council Meeting
-

Police Department

Training:

- January 30, 2019 the entire department received Standard Field Sobriety Testing (SFST) training.
 - Officers reviewed
- January 30, 2019 Sergeant Timme attended Less Lethal Impact Munitions Instructor training.
 - Developing Policy and Procedure
 - Test Data
 - Physiological/Psychological Effects
 - Operations Considerations – Skip Fire – Direct Fire
 - Single Projectiles vs. Multiple Projectiles

Community Policing, Outreach & Miscellaneous Items:

- January 31, 2019 Officer Kehr presented a review to the entire student body at RHS on proper protocol of procedures for lockout, lockdown, evacuation and shelter.
 - The presentation covered steps for each response
 - It also covered the student's responsibility for each of these responses

Administration & Planning

The Community That Cares

- *Planning & Development Director* – An offer of employment has been made to the prospective candidate for the Planning & Development Director position. Kim Meyer will be joining our team full time on March 4, 2019.
- *2018 Audit* – Fieldwork for the 2018 Audit is scheduled to begin on April 22, 2019.
- *Xpress Bill Pay* – When we last reported to Council in November we had 550 participants in automatic bill pay through express. We now have 713 participants as of February 1st. This has been an effective tool to allow us to spend our time on other pressing matters in the organization for the benefit of the community.
- *Server Order and Installation* – We will be finalizing the order for a new server. The current unit is 8 years old and handles financial software, meter reading data and other pertinent information for the organization. Installation is expected in 4 weeks.
- *Colorado City/County Management Association* – Matt attended the CCCMA conference in Glenwood Springs to learn about best practices in the field of city management. Thanks to the Council for allowing Matt to attend.

Public Works Department

Streets, Storm water & Parks

- *Community Cleanup Day* – Cleanup Days is set for April 27th.
- *Streets* – The parks and streets superintendent has been working with the City of Loveland by requesting their received bid prices to gain more competitive pricing on crack sealing operations. This assistance has been an ongoing collaboration between the two towns to help maintain low cost. Work on the overlay program is also being addressed. Our goal is to go out to bid by early April for the overlay projects, present all bids for recommendation to the Council and have work completed this summer.
- *Training* – Crews attended a webinar on traffic control operations. We want to make sure safety stays our number one concern for crews as well as our residents.
- *Senior Center* – Repairs to the furnace at the senior center were done. A new blower motor was installed as part of these repairs.
- *Parks* – Bathroom repairs were done to the light at the lake both inside and outside of the facility. New LED lights were installed outside for improved visibility as we continue to have vandalism at the bathrooms.

Water & Wastewater

- *Cemetery* – Funeral service completed for February 11th and 15th. The 11th was a full burial and the 15th was for cremains.
- *Cross Connection Program* – The initial stages of the cross connection program is underway. Approximately 250 surveys were sent out to all our commercial, industrial and multi-family water users. To date we have received about 60 surveys back. The deadline for returning the survey is February 28th. Complementing this is the ordinance presented on February 20th to support this program and help compliance with our water users.
- *Sanitary Survey Compliance* – We continue to work on the sanitary survey report from CDPHE. To assist with the turbidity comments, we have brought in a consultant with the Honeywell Company to look at our filters and give us an assessment of condition and or future needs or upgrades. We will keep Town Council updated on these studies as they come forward.
- *Water Treatment Plant Doors* – Overhead access doors at water treatment plant were repaired in preparation for the plant project to remove the old piping. Doors had not been operated in some time and were seized up.

- *WTP Preconstruction Meeting* – Staff met with Staneck at the water treatment plant to go over the water plant upgrades for the piping and saturator upgrade. They have ordered all the materials and are waiting on delivery. They will be in and out measuring and prepping for when everything arrives. Work should begin within 2 weeks.
- *Wastewater Operations* – The chemical feed line at Low Point WWTP was plugged. This line feeds sodium bisulfate into the effluent line to the river in order to remove chlorine before discharge. At time of this report crews were still working on the line. An update can be given at the Town Council meeting on the February 20th if needed by Council.
- *Wastewater* – This past weekend we had electrical issue at our Central Plant causing the CPU that controls the treatment operation system to fail. The failure caused the blower and chemical feed to shut down. As a result we have been operating it manually and while it is functional we have had to order a refurbished CPU to operate through the automated system.

AGENDA ITEM 10A

**PUBLIC HEARING
COMPREHENSIVE AMENDMENT
TO
2534 DESIGN GUIDELINES**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 20, 2019

ITEM NUMBER: 10A

SUBJECT: **Public Hearing** – Comprehensive Amendment to 2534 Design Guidelines

ACTION PROPOSED: Consider and Approve Amendments to 2534 Design Guidelines

ATTACHMENTS: Redline Changes to Current 2534 Design Guidelines
Resolution 2019-06 to adopt the Guidelines

PRESENTED BY: Mr. Matt LeCerf, Interim Town Manager on behalf
Mr. Ross Culbertson, Johnstown Contract Town Planner

AGENDA ITEM DESCRIPTION:

The 2534 Master Association, on behalf of the owners of the development properties, have requested Town approval of a comprehensive amendment to the 2534 Design Guidelines. The amendment updates many sections of the Guidelines. The Design Guidelines were approved in 2005 and have been amended on several occasions, most recently on July 16, 2018, to update the Land Use Plan in allowing multi-family residential on certain properties.

Today's amendments respond to recent development activity in the district and provides a clearer road map for implementing high-quality buildings, landscaping, signage, and site design as the district continues to build out. A few of the highlighted changed sections are indicated below:

1.4.3 – Expand the types of permitted Multi-family uses
1.4.5 – Expand the types of permitted Retail uses
1.4.7 – Expand the types of permitted Office uses
2.3.5 – Provide new Design Standards for private drives
3.2.3 – Remove procedures for AT&T and KANEB easements
3.2.6 – Add new Noise Mitigation standards
3.5.1 – Modify District Parking counts and standards

3.6.5 – Amend Irrigation standards
3.7.2 – Amend District Signage standards
2.3.5 – Provide new Design Standards for private drives
4.1.2 – Identify consistent Architectural features and material palettes in review of Façade Plans
4.1.4 – Provide new Design Standards for Outdoor Family Entertainment
4.2.2 – Expand Architectural Standards for Office/Flex uses
4.5.2 – Expand Design Standards for Multi-Family uses

The requested amendments to the 2534 Design Guidelines are consistent with the Town's Comprehensive Master Plan and are an enhancement to the original document. The Planning and

Zoning Commission held a public hearing on January 30, 2019, and voted (5-0) to recommend approval of the Comprehensive Amendments to the 2534 Design Guidelines as submitted.

A copy of the final document showing highlighted areas that represent changes are shown in the attached document for Council consideration.

LEGAL ADVICE:

The resolution presented was drafted by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable

RECOMMENDED ACTION: Approve the request as submitted.

SUGGESTED MOTIONS:

For Approval:

I move to approve the resolution for the requested Comprehensive Amendments to the 2534 Design Guidelines so as to ensure quality development is implemented within the district.

For Denial:

I move to deny the requested Comprehensive Amendments to the 2534 Design Guidelines for the following reasons:

Reviewed and Approved for Presentation:

Town Manager

25
34

the address of choice

DESIGN GUIDELINES

TBD, 2019

Galloway

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1.0 Introduction

1.1 Purpose and Intent of the Guidelines

2534 is a master-planned community located in the southeast quadrant of the I-25 and US 34 intersection. In the growing Northern Colorado area, it is important to provide design guidelines that maintain the unique character and principles of the development and reflect the importance of the larger regional context. The purpose of the overall development guidelines is to provide a manual to ensure that the character of 2534 is maintained throughout the development and provide instruction on acceptable site planning, circulation, streetscapes, parking, open space, landscaping, signage, site furnishings and lighting.

The design guidelines should be utilized by residents, developers, designers, architects, engineers, and planners to find design, construction, and maintenance information for the community. Section 1 contains the vision, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by the 2534 Design Review Committee (DRC) and the Town of Johnstown (JRC). Community-wide design elements that convey the character of 2534 are located in Section 2. The General Design Guidelines (Section 3) apply to all development and specific types of development requirements are located in Section 4. Civic uses should follow the guidelines for the areas in which they are located and will be reviewed on a case by case basis. Definitions can be found in the last section.

The Design Guideline sections are as follows:

1. Introduction
2. Community-Wide Design Elements
3. General Design Guidelines for Development
4. Guidelines Specific to Land Use Type
5. Definitions

The WRFG Annexation Agreement, Preliminary and Final Development Plans (GDP's), preliminary and final plats and other development entitlement documents for 2534 have been approved or require approval by the Town of Johnstown. These documents should be reviewed specifically for each development.

In addition, all developments within 2534 are subject to the performance standards and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the Town of Johnstown standards and regulations, at the time in which the Design Guidelines are adopted, shall apply. In the case of conflicting requirements, these design guidelines shall govern. The Land Use map included in this document is a summary of the types of land uses that are envisioned and corresponds to the specific design guideline sections in this document. All guidelines and standards are subject to the reasonable discretion of the DRC and JRC, which shall make a final determination in good faith.



RETAIL • RESIDENTIAL • OFFICE • INDUSTRIAL

A vibrant mixed-use community at the intersection of I-25 and Highway 34 in Northern Colorado

The provisions of these Guidelines shall supersede any conflicting provision of the Johnstown Municipal Code and may only be modified to protect the health, safety, and welfare of the general public by the Town Board following at least thirty (30) days written notice to the record owner of any real property effected by the modification.

1.2 The Vision

The vision for 2534 is that of a high quality regional commerce center and mixed-use community that responds to the needs of the area and market forces, integrates with the natural environment, and provides vibrant places for people to shop, work, live and socialize. 2534 will perform as a live, work, commerce concept that allows land uses such as residential, office and retail to relate to one another in an attempt to promote a mixed-use community. The character of the development is conveyed in the streetscape and signage allowing uses to express their individual themes without taking away from the overall development character. Key intersections will allow for landmarks that add to the development's character and provide interest on both the vehicular and pedestrian level. In order to create a vibrant environment, 2534 will be a pedestrian friendly development through the design of a connected pedestrian circulation system, streetscapes with an enhanced pedestrian environment and treatments at intersections that allow for safe pedestrian crossings.

1.3 Site Description

The 2534 site is ideally located near the intersection of I-25 and US 34 on land that has historically been used for farming. The site is bordered on the south by the Big Thompson River, both a natural amenity and open space asset. Other open space areas occur adjacent to a drainageway just west of the site and surrounding an existing pond on the site. The site is relatively flat, as typically is the case for farmland, and features prominent views from the highway into the site and from the site out to the Big Thompson and mountains. The Great Western Railroad passes through the site and major vehicular access points are located adjacent to existing roadways including Thompson Parkway, Larimer Parkway, and LCR 3. Proposed access points are illustrated in the proposed land use plan. Existing utility easements and rights-of-way are discussed in Section 3.2.

1.4 Proposed Land Use

The proposed land use plan illustrates areas for development by breaking them down into categories. Categories may include more than one use; however, each use shall follow the general design guidelines as established in the following two sections, as well as the guidelines for specific uses established in Section 4. The following text describes allowable uses as shown on the Proposed Land Use Plan.

Land Use	Min. Open Space	Building Setback	Offset
Residential	30%	-	5'
Multi-Family Residential	15%	-	-
Retail	15%	-	-
Office	15%	-	-
Light Industrial	15%	20'	20'
Flex	15%	20'	20'
Outdoor and Indoor Family Ent.	15%	20'	20'

The land uses recorded on the following pages show the general intent within each land use category. The lists contain specific examples for guidance purposes, but not by way of limitation.

1.4.1 Residential Principal Uses

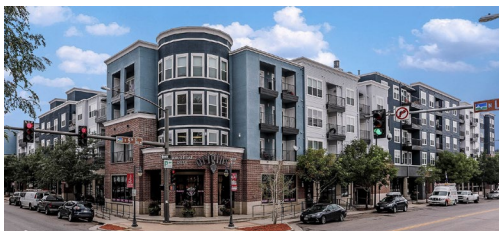
- Single-family detached dwellings
- Single-family attached dwellings
- Public parks and recreation areas
- Private recreation

1.4.2 Residential Permitted Accessory Uses

- Private garages and paved parking areas
- Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools and tennis courts
- Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
- Service buildings and facilities normally incidental to the use of a public park or recreation area
- Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- Signs

1.4.3 Multi-Family Residential Uses

- Multi-family dwellings including by way of example apartments, condominiums, lofts, flats, rowhomes, and townhomes.
- Private recreation
- Private clubhouse, club, and lodge
- Mixed-Use buildings containing both commercial and residential uses.



1.4.4 Multi-Family Residential Permitted Accessory Uses

- Leasing or sales offices and facilities.
- Maintenance shop and facilities.
- Private garages, parking structures, and paved parking areas.
- Storage facilities for on-site residents.
- Private residential and private group outdoor recreational facilities, including by way of example, but not of limitation, swimming pools, basketball courts, playgrounds, and tennis courts
- Home occupations, subject to the limitations listed in the Town of Johnstown Zoning Code, and limited in that uses shall be conducted entirely within the dwelling, no advertising is displayed on the premises and no exterior storage is created
- Service buildings and facilities normally incidental to the use of a public park or recreation area
- Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- Signs

1.4.5 Retail Principal Uses

- Retail stores including, but not limited to, food stores, delicatessen, bakery goods store, liquor store, hardware store, drugstore, regional department stores, specialty shops etc.
- Customer service establishments including, but not limited to, barber and beauty shops, restaurants and/or bar, shoe repair shop, coin-operated laundromat and dry-cleaning establishment, fine art studio, etc.
- Banks and financial institutions
- Medical and dental clinics and other health care
- Commercial lodging
- Theater, performance and music venues
- Minor repair, rental and servicing establishments

- Passenger transportation terminals
- Convenience/gasoline service stations
- Automobile sales and service
- Retail sales of furniture, fixtures, equipment, home supplies and hardware
- Health clubs, exercise establishments, and recreation facilities.
- Mixed-Use buildings containing: (i) a combination of commercial uses or (ii) a combination of commercial and residential uses, provided that residential uses shall not exceed 50% of the Gross 1st Floor Building Area, excluding any internal or structured parking facilities.
- Outdoor and family entertainment.

1.4.6 Retail Permitted Accessory Uses

- Garages for storage of vehicles used in conjunction with the operation of business
- Off-street parking and loading areas
- Signs
- Commercial parking facilities

1.4.7 Office Principal Uses

- Business and professional offices
- Banks and financial institutions
- Medical and dental clinics and other health care
- Public administrative offices and service buildings
- Public utility offices and installations
- Public library
- Private club or lodge
- Commercial lodging
- Passenger transportation terminals
- Vocational and trade schools, colleges and universities, distance learning, early childhood and daycare.
- Elementary, Junior and Senior High Schools

1.4.8 Office Permitted Accessory Uses

- Garages for storage of vehicles used in conjunction with the operation of business
- Off-street parking and loading areas
- Signs
- Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right
- Commercial parking facilities

1.4.9 Light Industrial Principal Uses

- Manufacturing, assembly, processing and fabrication plants
- Transportation terminals, including trucking
- General warehousing
- Distribution centers
- Experimental, testing and research laboratories
- Printing and publishing houses and related activities
- Automobile repair shops
- Special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
- Public utility offices and installations

1.4.10 Light Industrial Accessory Uses

- Office, storage, power supply and other such uses normally auxiliary to the principal industrial use
- Parking and service areas
- Signs
- Residential quarters for guards or caretakers
- Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.4.11 Flex Principal Uses

- Manufacturing, assembly, processing and fabrication plants
- Experimental, testing and research laboratories
- Printing and publishing houses and related activities
- Special trades contractor
- Special trades contractor specializing in one or more trades of which the following are examples: plumbing and heating, painting and decorating, electrical work, glazing, insulation, carpentry and masonry
- Public utility offices and installations
- General administrative offices
- Business and professional offices
- Public administrative offices and service buildings
- Public utility offices and installations
- Call centers
- Passenger transportation terminals
- **Data Centers**
- **Mini-storage facilities**

1.4.12 Flex Accessory Uses

- Office, storage, power supply and other such uses normally auxiliary to the principal industrial use
- General warehousing
- Distribution centers
- Parking and service areas
- Signs
- Residential quarters for guards or caretakers
- Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right

1.4.13 Outdoor and Indoor Family Entertainment**1.4.14 Retail Gun Store****1.4.15 Retail Gun Store Accessory Uses**

- Gunsmith services
- Indoor gun and archery range (underground)
- Restaurant
- Offices
- Educational classrooms

1.4.16 Open Space Principal Uses

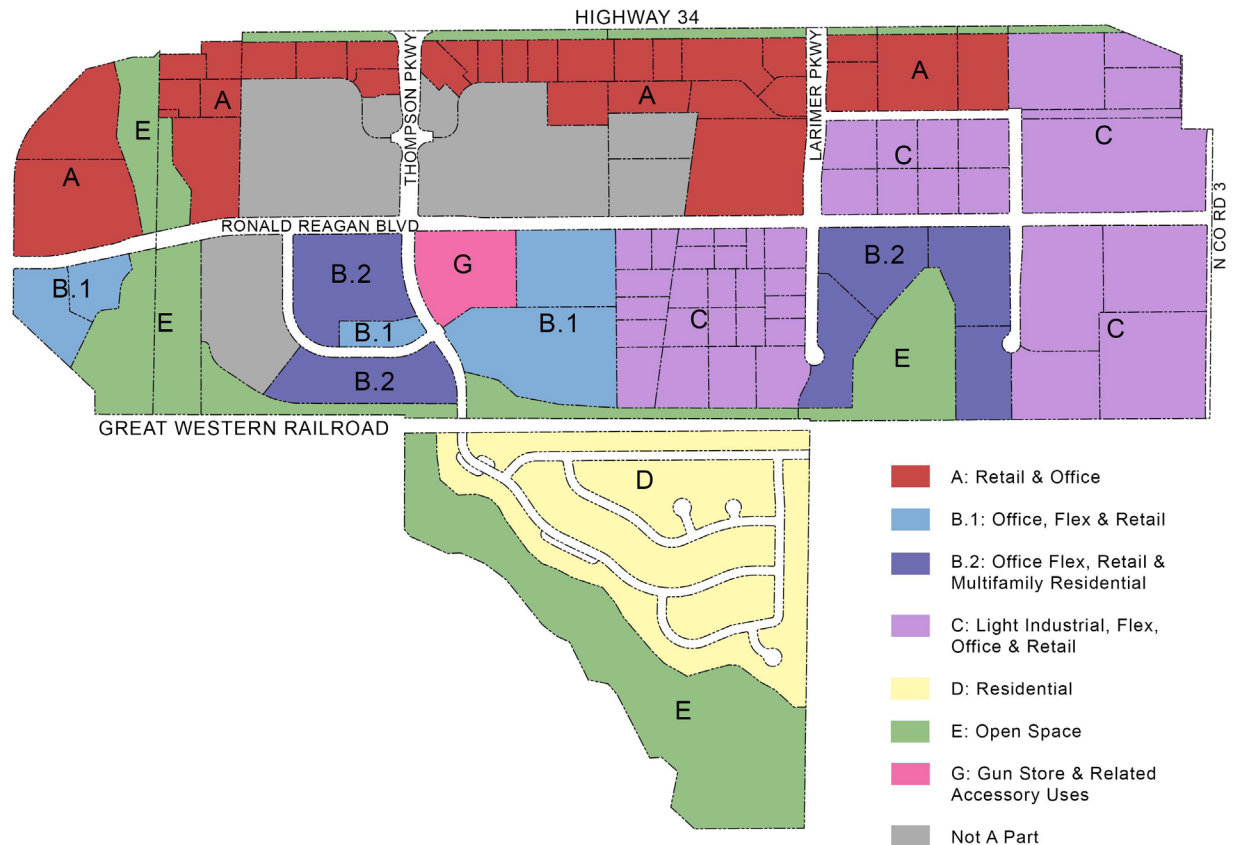
- Public **or private** parks and recreation areas
- Public, private, commercial and private group outdoor recreational facilities
- Buffers
- Trails
- Native areas
- Wildlife habitat

1.4.17 Open Space Accessory Uses

- Service buildings and facilities normally incidental to the use of a public park and recreation area
- Any other structure or use clearly incidental to and commonly associated with the operation of a principal use permitted by right



Land Use Plan



1.5 Design Review Committee and Procedures for Submittals and Approvals for Development Projects

The property comprising 2534 was annexed to the Town in 2000 and is subject to the terms and conditions of the WFRG Annexation Agreement dated December 18, 2000. As part of that Annexation Agreement (Section 35 (h)), Johnstown and the Property Owners agree to develop and agree to performance standards for the purpose of addressing design considerations including architectural, site planning, landscaping, streetscape and sign elements for land uses within 2534. 2534 Design Guidelines are the performance standards as contemplated in the WFRG Annexation Agreement, and serve as the design standards for the 2534 Master Association.

The following outlines the successive processes for submittals and approvals for development projects. Projects must first be submitted to the 2534 Design Review Committee (DRC) before submitting to the Johnstown Review Committee (JRC). After approval is gained by both the DRC and the JRC, the project may be submitted for building permit application.

1.5.1 2534 Design Review Committee (DRC)

The purpose of the DRC is to ensure proposed developments meet the standards as established in the Design Guidelines in order to maintain a consistency of planning and design for the entire project. The 2534 Design Guidelines legally apply to all land that is part of 2534, regardless of ownership, and are in addition to the zoning and land use regulations of local government. The Design Guidelines and supporting documents are administered and enforced by the DRC, which shall consist of the following five members: one Civil Engineer with a minimum of ten years of experience in land planning or development, one Landscape Architect/Architect/Planner with a minimum of ten years of experience in land planning or development, two 2534 development property owners and one representative from a commercial real estate brokerage or development company with a minimum of ten years of experience.

1.5.2 DRC Approval Process

Any proposal to construct, modify or demolish improvements within 2534 must have plan approval from the DRC prior to commencement, and following DRC approval must also receive administrative approval, in accordance with these design guidelines, from the Town of Johnstown Town Planner. The DRC's review and approval process also applies to signage, changes in property use, and maintenance activities that take place on, or with respect, to property that is part of 2534. After the DRC approves a plan submittal, an applicant may proceed with a project, but only in strict compliance with the terms and conditions of approval. The DRC may perform periodic site inspections, both during development and on an ongoing basis thereafter to ensure compliance.

The DRC meets monthly, and projects are placed on a formal meeting agenda only after applications have been submitted at least two weeks prior to a meeting. Formal presentations to the DRC are mandatory for most development projects, however, most details are reviewed through informal meetings with the DRC representatives. This process is designed to expedite the preparation and approval of the plans for any specific site where development is contemplated. There are three phases in the development approval process.

These include:

1. Pre-design Conference
2. Design Development (includes plans and elevations)
3. Final submittal

Approval is contingent upon the submittal of materials and payment of any designated fees or expenses, and favorable review. A "Notice of Committee Action" letter from the DRC will be sent to each applicant within a maximum of thirty (30) days after the date of the submittal. This notice will state whether approval or disapproval has been granted and outline any conditions associated with the ruling.

Review fees may be required for all DRC submittals and shall be paid for the phase scheduled for review on or before said review. If the DRC requires that the applicant attend additional meetings with a DRC member or consultants due to incomplete, inadequate or improper submittals, then the applicant shall be responsible for paying the full costs of such services. No written confirmation of a DRC action will be issued until all appropriate fees have been paid. A current schedule of fees is contained in the submittal procedures packet.

1.5.3 Johnstown Review Committee (JRC)

The Town's Design Review Committee will be composed of the following persons: Town Administrator or his designee, Town Planner, and Public Works Director. The Design Review Committee may seek the assistance of any other Town employee or consultant whose expertise is necessary to review the application. All Town subdivision and re-subdivision requirements, building codes, permits and fees, as adopted by the Town, do apply.

1.5.4 JRC Approval Process

All individual development projects in 2534 shall be reviewed and approved by the Town pursuant to this approval process. This approval process shall supersede and replace all other Town approval processes for land use developments set forth in the Town of Johnstown's Zoning Code, Comprehensive Plan and any other applicable Municipal Ordinance provisions.

A. Pre-Application

The applicant may schedule a pre-application conference with the Town Planner prior to submittal of any project proposal. If the applicant elects to have a pre-application meeting with the Town, the Town shall provide a written response summarizing any comments or concerns. The intent of this initial meeting shall be as follows:

1. To informally discuss the overall context and development objectives for the proposed project.
2. To review how the project has interpreted the guidelines and criteria for development of the project as set forth in the Design Guidelines.
3. To review a sketch plan and architectural design concepts prepared by the applicant which illustrates overall site development and major site development components. The sketch plan is intended to be a very preliminary sketch of the development concept and not a formal site plan.

B. Final Development Plan Submittal and Process

All development projects shall be submitted in compliance with the current Town Community Development Application Form. Accompanying the application shall be all required fees as well as a certification from the 2534 DRC stating that the development as proposed in the application meets all the applicable standards and guidelines of the 2534 Design Guidelines. The application shall be reviewed for completeness within seven (7) working days of filing. If the Town determines that the application is complete, the application shall then be reviewed by the JRC. If the Town determines that the application is incomplete, the Town shall specify in writing the specific ways in which the application is insufficient or incomplete.

The JRC shall review the application for conformance with all of the applicable terms and conditions of the 2534 Design Guidelines. Said review shall be completed within 45 calendar days of Town determination of completeness of the application. Said 45-day period may be extended in writing by the applicant. Review of the application by the JRC is administrative in nature for the purpose of determining that the proposed development as set forth in the application complies with the terms and conditions of the 2534 Design Guidelines.

The JRC has the right to grant variances to the 2534 Design Guidelines based upon the applicant's ability to demonstrate innovative approaches to design solutions, or future market conditions which the Committee feels is advantageous to, and in conformity with, the intent of the 2534 Guidelines. In no event shall the JRC grant a variance to the permitted uses in a development parcel.

C. JRC Approval

The JRC shall approve the application if it complies with the applicable terms and conditions of the 2534 Design Guidelines. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines in the 2534 Design Guidelines. In the event the JRC determines that the proposed development in the application does not comply with the Design Guidelines, the JRC shall specify in writing the specific reasons in which the application does not meet the applicable criteria.

D. JRC Appeals

The decision of the JRC may be appealed by the applicant to the Johnstown Town Council. The appeal shall be in writing and shall be made within thirty (30) days of the date of the transmittal of the JRC's decision. The Johnstown Town Council shall hear the appeal within thirty

(30) days of the filing of the appeal by the applicant. The decision of the Johnstown Town Council on the appeal shall be final.

1.5.5 Additional Criteria & Updates

In addition to the criteria herein, the DRC and JRC may promulgate additional criteria that are not inconsistent with the criteria set forth herein. From time to time, any of these additional criteria may be amended by action of the DRC and JRC. Changes in land use or changes greater than the 20 percent dimensional criteria, that shall become a permanent part of the design guideline document, shall constitute a major change and shall be brought back to the Planning Commission and Town Board for review and approval.

1.5.6 Variances

The DRC may authorize variance from these criteria when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, insofar as they are not superseded by applicable Town of Johnstown zoning regulations. Such variances must be approved by the DRC and JRC. A variation of up to 20 percent in dimensional standard is allowed if it improves the project design or an unreasonable hardship can be demonstrated.

1.5.7 Final Plan Amendments

Amendments to final plans must be approved by the DRC and JRC.

1.6 Relationship to Other Documents

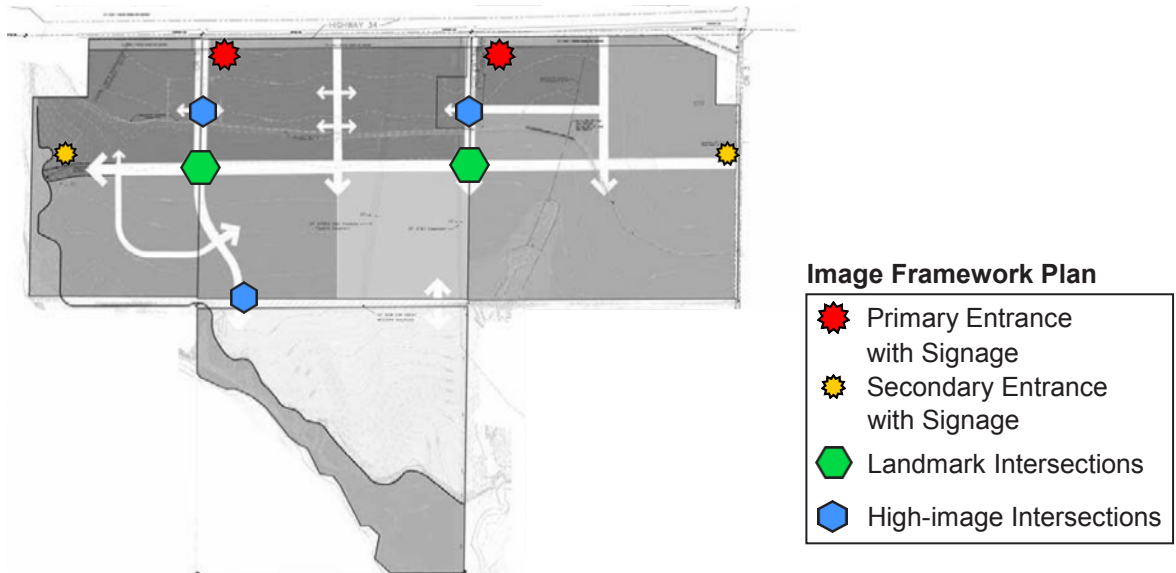
The Design Guidelines establish the guiding principles for review and processing of each development. There are other documents that were used as reference for the Design Guidelines or may be referred to for information not found within the Design Guidelines. The version currently in effect when the Design Guidelines were adopted shall apply.

- WRFG Annexation Agreement-December 17, 2000
- Town of Johnstown Zoning Code
- Town of Johnstown Comprehensive Plan- April 1, 2001
- Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan-May 2003
- Town of Johnstown Landscape Standards and Specifications
- Johnstown Criteria and Construction Regulations-April 2004
- Johnstown Transportation Plan
- **Governing Documents of the 2534 Master Association**

2.0 Overall Design Elements

2.1 Image Framework Plan

The image framework plan illustrates the locations of the community identification elements within 2534. Two primary entrance signs are located along US 34 to create a gateway and emphasize entrances for people going east from I-25 and people driving west along US 34. The secondary entrances will benefit more local traffic and address the minor roadway entrances to the development. Landmark and high-image intersections also help develop the character of the area. These intersections may contain showy landscaping, decorative walls, art and overall exhibit an increased decorative character than other minor intersections. By creating a hierarchy of intersections, people will be able to use the decorative elements as a wayfinding device.



2.2 2534 Signage System

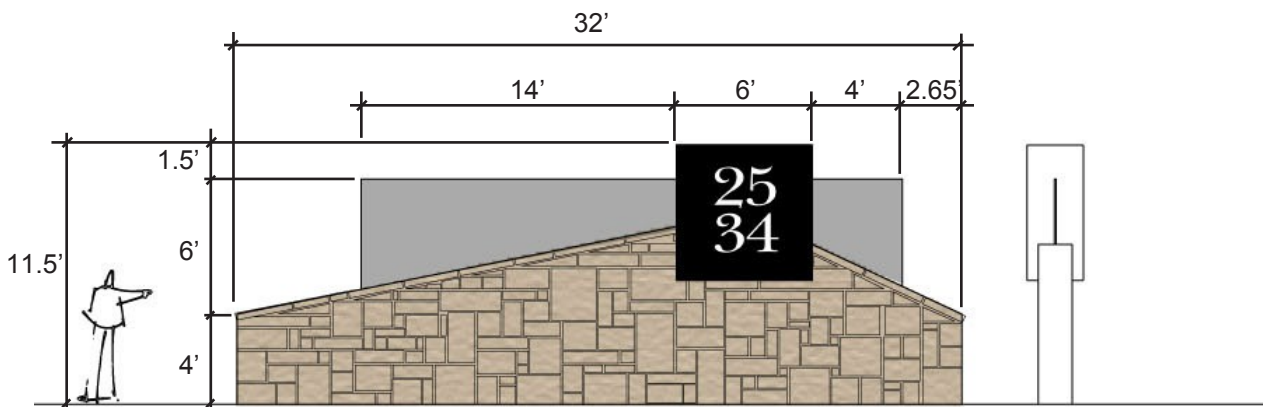
All community identity signs for 2534 will be located in signage and landscape easements and outside of the public ROW. See Image Framework Plan for the location of signage.

2.2.1 Primary Entry sign

Primary entry signs are located at the intersections of CR5 & US 34 and CR 3E & US 34.

2.2.2 Secondary Entry sign

Secondary entry signs will be located at CR 3 & east/west road and where the 1-25 frontage road could potentially enter the 2534 development.

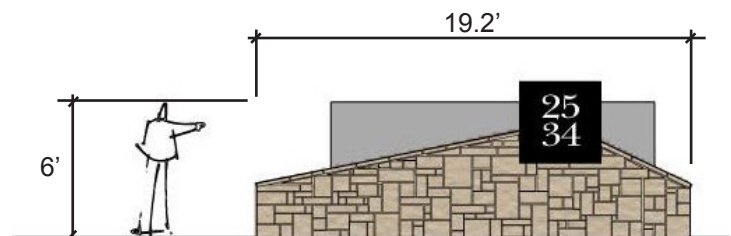


Primary Entry Sign

2.3 Streetscape Design

2.3.1 Entries

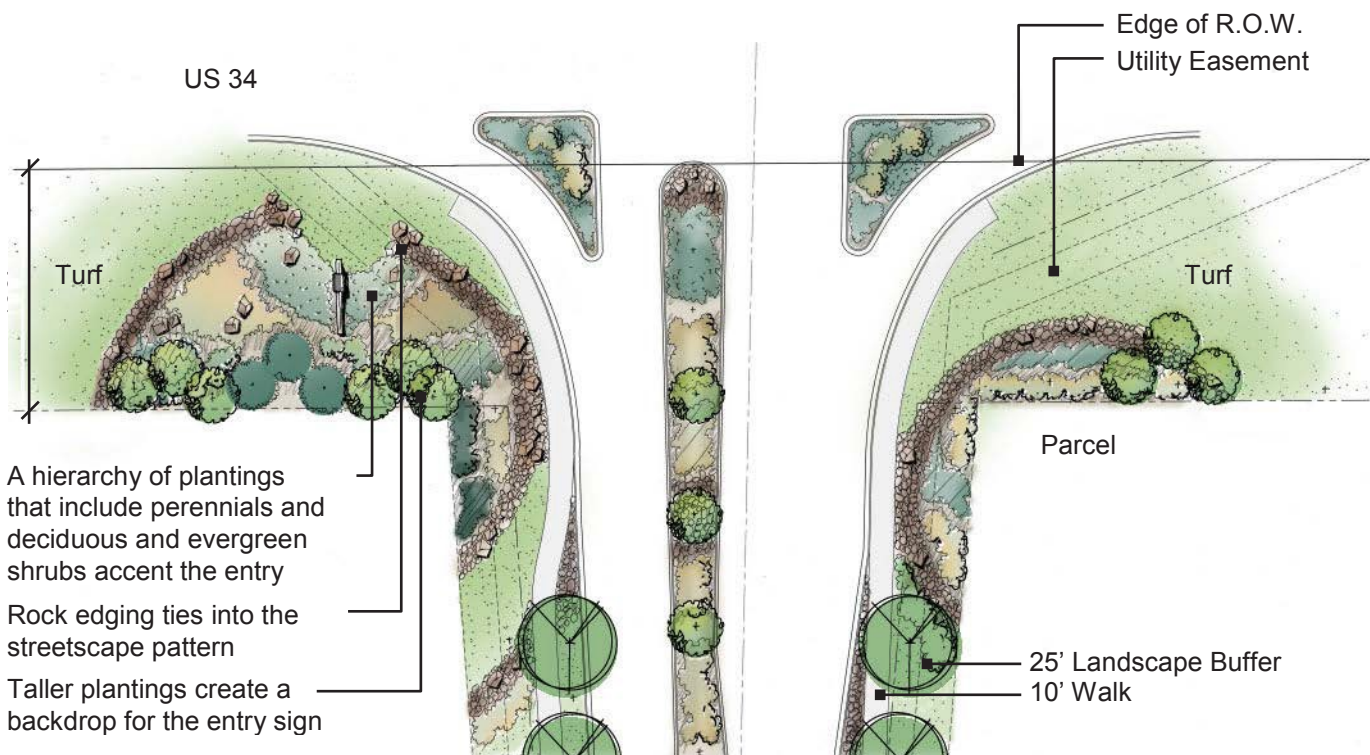
2534 entries will contain both signage and landscaping that tie into the overall development streetscape design. The framework plan illustrates the major and minor entries into the site. Because the design of US 34 will be changing in the future, the alignment of entry signs along this highway will be set back from the existing alignment.



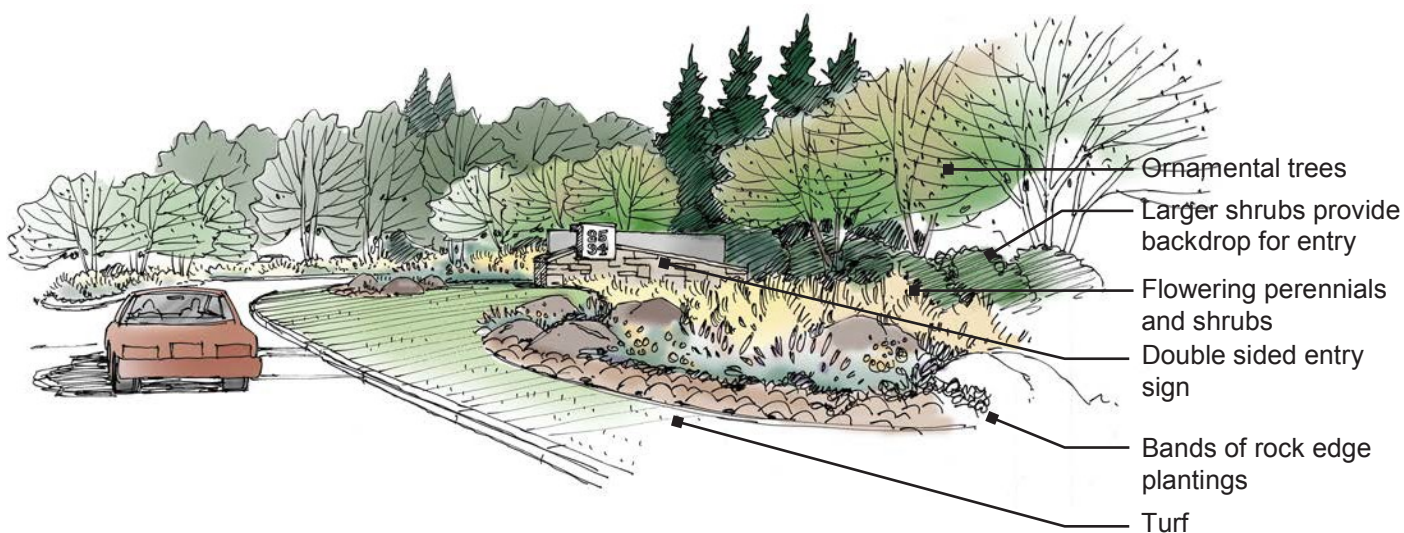
Secondary Entry Sign

2.3.2 US 34

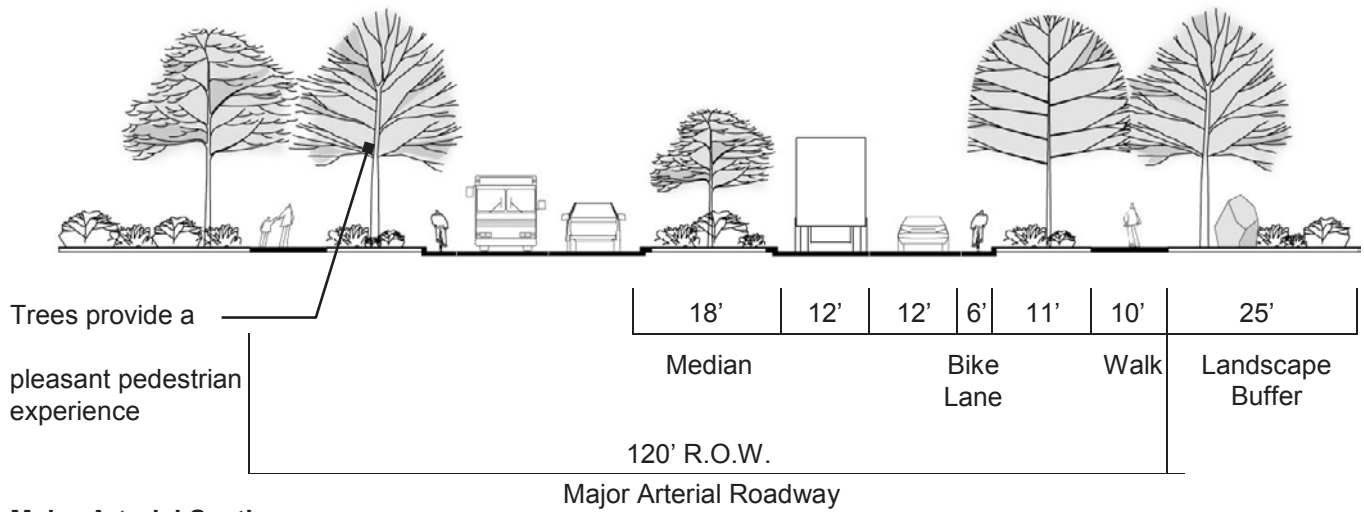
In order to create an appropriate landscape corridor along US 34 that can be perceived at highway speeds, large masses of trees and shrubs are required. The right-of-way will be primarily drought-tolerant turf. This treatment will transition to bands of shrub/perennial beds and tree groupings that meander from just inside the ROW to the private property and back. The goal is to avoid a straight-line treatment at the edge of the ROW.



Primary Entry Design



Primary Entry Design Perspective



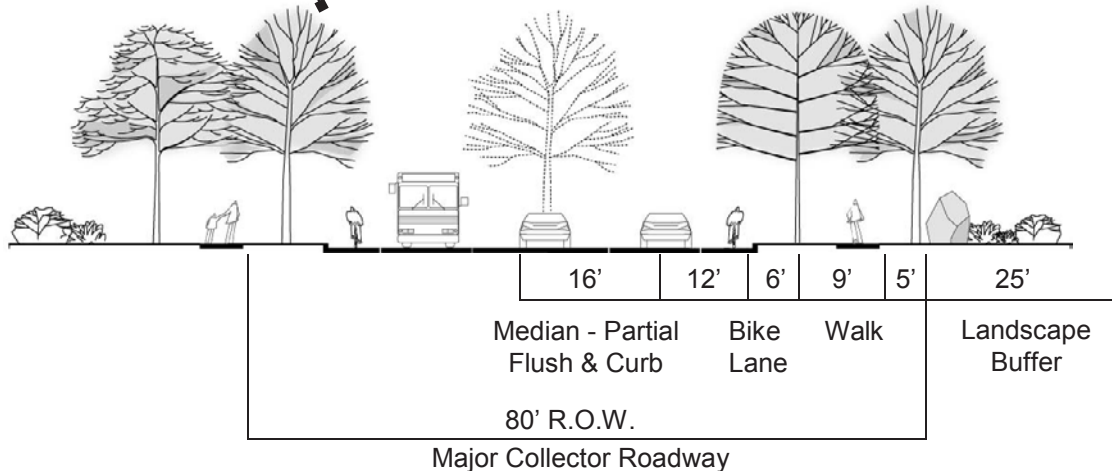
Major Arterial Section



2.3.3 Arterials and Collectors

Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles and a unique look that sets 2534 apart. A varying mix of deciduous trees will be planted in alternating rows in order to create a pleasant pedestrian experience. Both drought-tolerant turf and stone will be used for the groundcover in order to minimize water usage, reduce maintenance, and provide contrasting textures and colors. Shrubs will be planted in masses within areas to emphasize the streetscape forms, screen cars and provide landscape interest. Occasional boulders located along the streetscape will add visual interest as well as tie sign materials into the streetscape. Medians will be planted in a similar fashion or will be constructed of colored & stamped concrete.

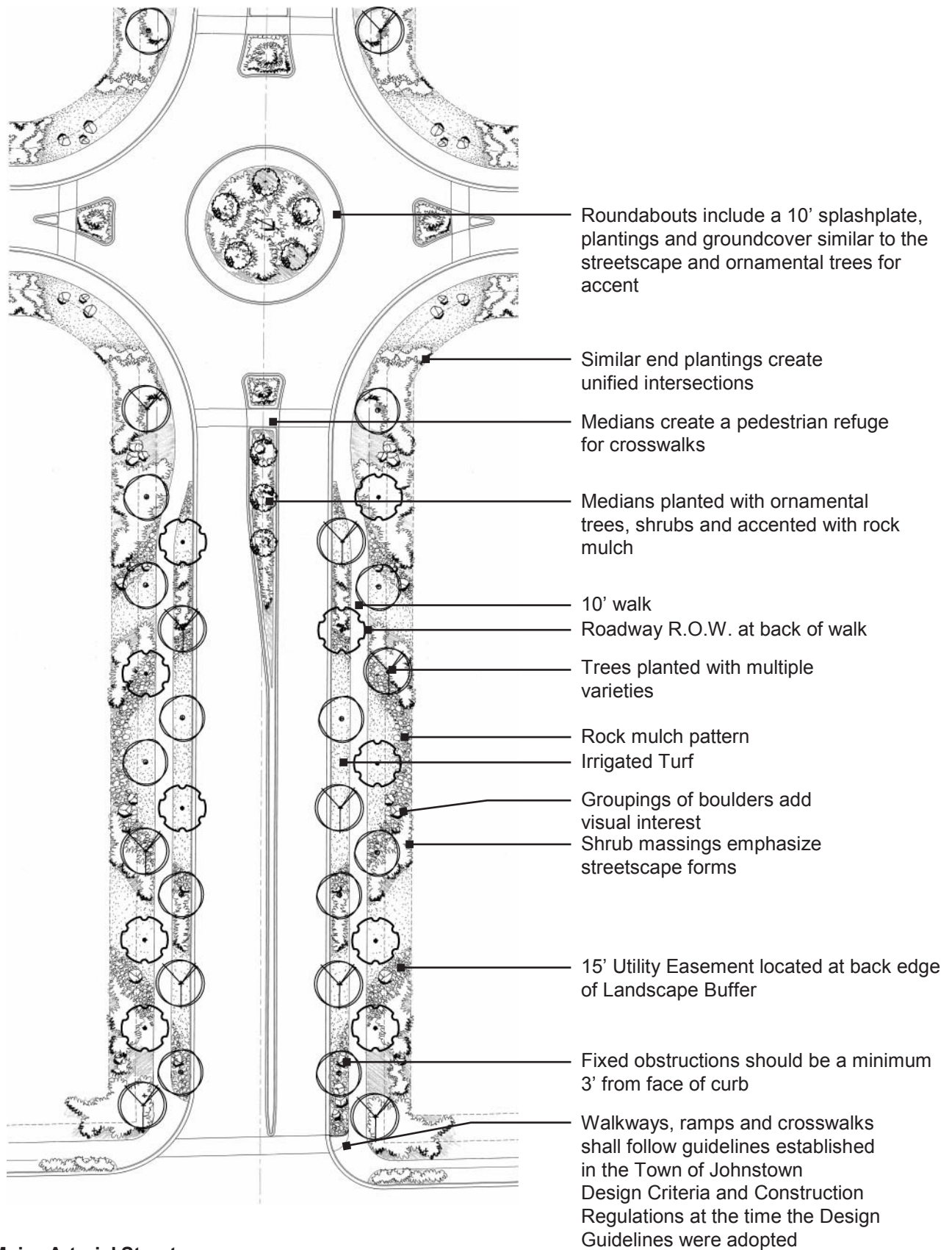
Trees provide a pleasant pedestrian experience



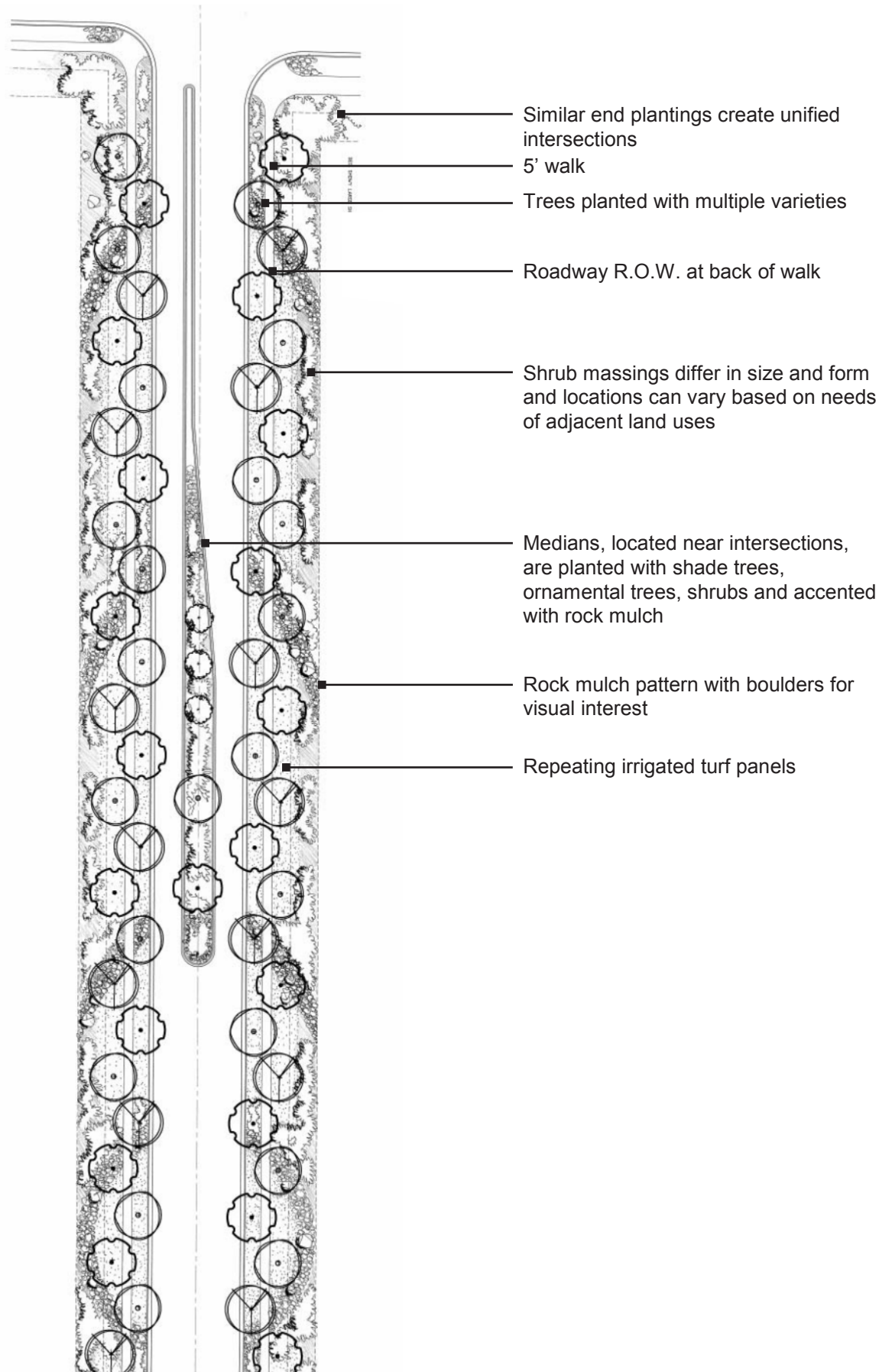
Major Collector Section

RETAIL • RESIDENTIAL • OFFICE • INDUSTRIAL

A vibrant mixed-use community at the intersection of I-25 and Highway 34 in Northern Colorado



Major Arterial Streetscape



Major Collector Streetscape

2.3.4 Landscape Guidelines for Public Property

- Arterial Rights-of-Way. The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Arterial landscaping is intended to provide an overstory street canopy along arterial streets and a landscaped area between the street and pedestrian areas.
 - The right-of-way will be landscaped with at least one (1) tree for every fifty (50) linear feet of right-of-way and 60% of the landscape areas shall be covered with plant material within five (5) years of installation.
 - Trees will be placed to create a street tree canopy that provides an aesthetic gateway along arterial streets and also functions to cool street pavement.
- Arterial or Expressway Rights-Of-Way that is also a State or Federal Highway. This section is intended to provide as close to the full arterial landscaping requirement as allowed or recommended by the Colorado Department of Transportation (CDOT).
- Collector Street Rights-Of-Way. The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Collector street landscaping is intended to provide an overstory street canopy along collector streets and a landscaped area between the street and pedestrian paths.
 - Overstory/shade trees will be provided between the curb and the sidewalk with at least one (1) overstory/shade tree for every fifty (50) linear feet of right-of-way.
 - 60% of the landscape areas shall be covered with plant material within five (5) years of installation.
- Treatment of Ditch Rights-of-Way. Ditch rights-of-way shall be designed and installed by the developer as part of the public improvements and then dedicated to the Town as public right-of-way, in compliance with the Johnstown Area Comprehensive Plan and Town of Johnstown Landscape Standards and Specifications. Applicant should receive approval from the Ditch Company prior to making any such improvements. Such areas are to be shaped and landscaped as follows:
 - The publicly dedicated area will be landscaped in a similar fashion to the rest of the development and as approved by the DRC and JRC.
 - At a minimum, both irrigated and dryland grass will be the primary groundcover, except for shrub bed areas. The decision shall be elective on the part of the DRC and JRC.
 - Sloped areas shall not exceed a 4:1 slope in seeded areas. Where slopes exceed flat grade, rip-rap will be applied, per the Town's direction.

2.3.5 Guidelines for Private Drives

- All Private Drives to be a part of new development shall be constructed to full section width including full depth asphalt, curb and gutter along both sides.
- Where Private Drives are existing, and adjustments or damage occurs due to new development, such new developments are responsible for patching and repairing the drives per Town Standards.
- Alternate materials such as grass pavers may be approved for emergency access lanes not used for primary traffic at the discretion of the DRC and JRC.

2.4 Parks, Open Space, Regional Detention and Natural Areas

Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan at the time in which the Design Guidelines are adopted.

3.0 General Design Guidelines for Development

3.1 Applicability

This section applies to all development within 2534 and contains specific information on performance standards and guidelines for the design of public areas and private property, construction practices, landscape maintenance and the acceptable plant palette.

In utilizing these regulations, one should remain flexible in approach to site design given the characteristics of the site, the nature of the use and the intent of these standards.

3.2 Site Planning & Design

3.2.1 Site Design, Building Placement and Orientation

- Minimize environmental impact through sensitive design and mitigation.
- If possible, orient the long axis of the buildings north-south to avoid winter ice conditions created by long north-facing facades.
- Utilize trees to maximize shade in summer and reduce heat gain of paved surfaces.

3.2.2 Storm Drainage

The goal of the design of sites is to minimize runoff and design needed storm drainage systems to meet basic engineering requirements while using the most current technology to improve the quality of the storm water before it reaches natural systems that may be affected by poor water quality. This philosophy reduces infrastructure costs, increases groundwater recharge and improves the environment.

- Site drainage shall be compatible with adjacent property drainage and in accordance with the overall master drainage plan for 2534. Storm drainage shall not run on a neighbor's lot at rates higher than historic rates prior to construction of the subdivision.
- Excess run-off from the site shall be minimized with sites graded to provide positive drainage away from buildings.
- Water from parking lots, roof drains and other areas should be consciously directed to landscape areas that could benefit from the additional water rather than piping it off the property, thereby reducing the need for irrigation water and improving water quality by filtration through landscape materials. Roof drains on north side shall be piped to an open space.
- Drainage shall be conveyed along dedicated streets, private drives and swales along property lines, or in open space corridors. Drainage will be sheet flow and surface drained where possible; however, below-grade drainage using storm sewer piping and culverts may be required.
- Surface drain systems and detention ponds shall be irregular in plan and graded to create an aesthetically pleasing character. Side slopes shall vary.
- Drainage structures in sidewalks and bike paths must be placed flush with the surface, and grate patterns cannot have openings larger than 3/8 inch. Surface storm water or irrigation should not be discharged across sidewalks; and there should be no point discharges into curbs to prevent traffic-impeding surges into the street.
- No concentrated drainage over walks, drives or trails shall occur.

- Detention areas or other landscape areas that are not used to meet the open space standards of these Landscape Guidelines shall be landscaped as follows:

- Dryland grass or other approved vegetation will be the primary ground cover. All areas within the floodplain, including, but not limited to, the detention area bottom, shall be planted with buffalo grass or other dryland grass if it is maintained free of weeds and irrigation is provided until the grass is fully established. Live plant material other than dryland grass may be planted if it is suitable to the area and is maintained free of weeds and irrigation is provided.
- Detention areas will be landscaped around the perimeter with plant groupings sensitive to the detention area design and will include at least one (1) tree and five (5) shrubs for every 100 linear feet of perimeter. Trees and shrubs are encouraged in other landscape areas where appropriate.
- Clusters shall be separated by a minimum of twenty (20) feet as measured at maturity.



3.2.3 Utilities, Easements & Rights-of-Way.

At the time of adoption, the following guidelines for easements were required. It is the developer's responsibility to confirm the validity of these guidelines at the time of development.

- 20 foot AT&T Easement. Proposed activity within the AT&T easement shall be consistent with governing documents.
- 50 foot High Pressure Pipeline Easement. Proposed activity within the easement shall be consistent with governing documents.
- Farmer's Ditch. Activity within the easement shall be consistent with governing documents.
- 30 foot Great Western Railroad Right-of-Way. Permits required for road and utility crossings. Activity within the R.O.W. shall be reviewed and approved by the railroad company. Retail and office uses shall have a minimum ten (10) foot buffer from the edge of the railroad right-of-way and residential uses shall have a minimum twenty-five (25) foot buffer. This buffer requirement shall not apply to light-industrial and flex.
- US 34 Right-of-Way. Access is permitted at designated access points, subject to any CDOT and/or Johnstown approvals.
- Proposed infrastructure within 2534 will be designed to meet the Town of Johnstown Design Criteria and Construction Regulations at the time in which the Design Guidelines are adopted.

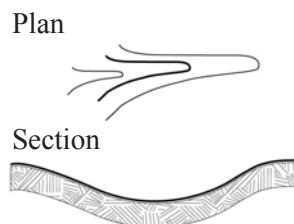
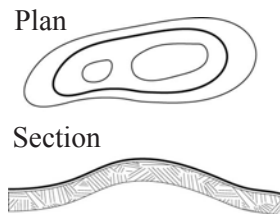
3.2.4 Grading

- Provide positive drainage away from foundations.
- Site buildings to minimize cut and fill earthwork operations.
- There shall be no grading beyond the limits of each property except as agreed upon by adjacent owners.
- Maximum slopes 3:1. Maximum 4:1 slopes for areas that require mowing.

3.2.5 Existing Vegetation Preservation

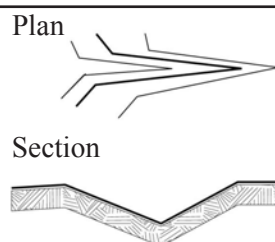
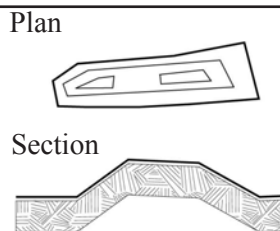
Existing vegetation shall be preserved to the extent reasonably practicable. Special attention shall be paid to preserving significant vegetation within larger open space areas such as along the Big Thompson River and the drainage area west of the site.

- Locate site and building improvements to preserve significant natural vegetation to the extent reasonably practicable.
- Within open space areas, preserve and incorporate into the landscape plan any existing healthy tree (meeting species restrictions) of 6-inch caliper or larger and located more than twenty (20) feet from any proposed building location. Preserve all trees over 24-inch caliper, unless deemed unhealthy or unsuitable for preservation.
- Incorporate tree wells or retaining walls as necessary in the landscape plan to protect existing trees and to maintain historic drip lines.
- All existing plants that are incorporated into the design will be adequately protected from damage during construction by an orange construction fence (4 feet high) secured with steel t-posts at the drip line of each tree. Sufficient posts shall be used to maintain the fence in erect condition at all times. Hand grading only shall be allowed within the limits of the construction fencing. No more than 6 inches of cut or fill shall be allowed within the drip line of any tree designated to remain.
- If on-site replacement is not possible, the developer shall provide an equal replacement of caliper lost or a ratio of three new trees to one existing tree on-site as mitigation for any desirable trees lost due to or prior to construction.



DO THIS

- Irregular forms imitate nature
- Smooth transition to adjacent grades
- Varied side and bottom slopes
- Gentle side slopes used where possible
- Rounded surfaces



NOT THIS

- Un-natural rectilinear form
- Abrupt grade transition to adjacent areas
- Constant side and bottom slopes
- 3:1 max. side slopes

Berm Topography

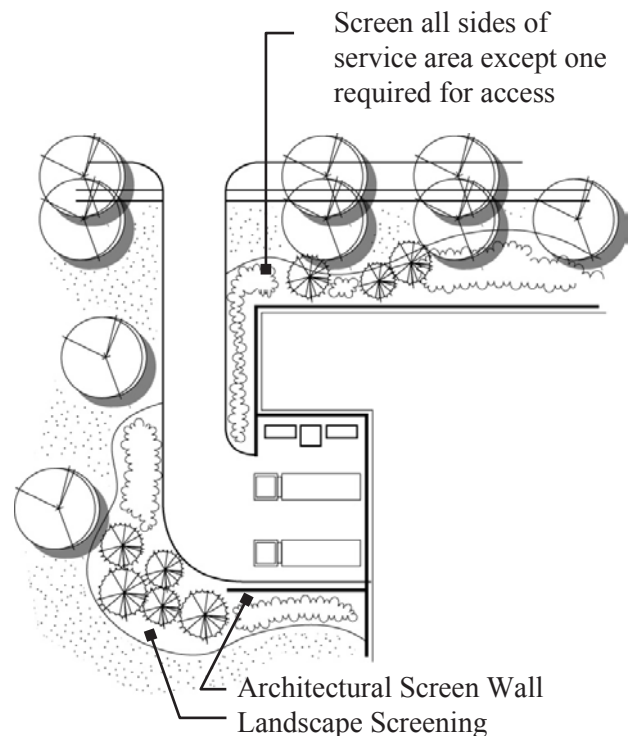
Swale Topography

- Existing landscaping may be used to satisfy the quantity requirements of landscape guidelines. One existing tree or shrub may be considered as satisfying one tree or shrub requirement.
- All existing trees over 6 inches in diameter will be surveyed as part of the landscape requirements and have location, species, size, and condition or health noted. Trees that are of good or better quality, and are a desirable species, should be incorporated into the design in their existing location whenever possible. If design solutions create undue hardship, as determined by the DRC and JRC, replacement shall be made per requirements above.

3.2.6 Screening: Large Truck Parking, Utility Appurtenances, Loading, Storage and Service Areas, Trash storage/pickup

These requirements apply but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.

- Areas shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are minimized and 75% screened from adjacent properties.
- Loading areas shall be paved with concrete, asphalt or other approved hardened surface materials as approved by DRC and JRC. A concrete pad shall be provided in the access drive immediately adjacent to trash enclosures serviced by trash trucks and in the enclosure itself. Areas for outdoor storage, truck parking, trash collection or compaction, loading or other such uses, shall be at least 75% screened from abutting streets unless otherwise approved by the DRC and JRC. These service areas should be located within a central core or on the side of buildings away from public streets where possible.
- Non-enclosed areas for seasonal sale of inventory shall be permanently defined and screened with walls and/ or fences that conform to those used as predominant materials and colors on the building.
- Service areas should ideally not be located directly adjacent to residential areas. If this situation occurs, no delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m and 7:00 a.m. unless the owner submits evidence the sound barriers effectively reduce noise emissions to a level less than the greater of: (a) 60 db as measured at the lot line of the adjoining property or (b) ambient sound from adjacent highways. Noise emissions may increase by up to 10 db for no more than 15 minutes in a one-hour period.



3.3 Pedestrian, Bicycle and Other Non-Motorized Circulation

3.3.1 Walkway Design Criteria

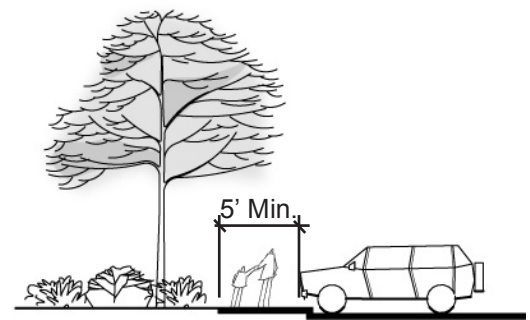
- All streets shall have sidewalks. The minimum width of sidewalks shall be five (5) feet for residential and collector streets and ten (10) feet for arterial streets.
- Arterial streets shall have detached sidewalks and sidewalks shall adjoin the curb and gutter at all intersections.
- Internal pedestrian walkways shall be distinguished from driving surfaces through a change in paving materials to enhance the crosswalk.
- Provide logical pedestrian connectivity from the street and parking areas to the buildings main entrance.
- Provide minimum five (5) feet clear walking area after car overhang (seven (7) foot minimum walk width adjacent to head-in parking and five (5) foot minimum walks apply in all other cases).

3.3.2 Bike Lanes

- Bike Lanes shall maintain a minimum four (4) foot width on all arterials and collector roads.

3.3.3 Recreational Paths & Trails

- Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan at the time in which the Design Guidelines are adopted.



Parking Overhang

3.4 Vehicular Access & Circulation

Design of vehicular drives/roadways and parking areas shall meet the criteria as established in the Town Johnstown Design Criteria and Construction Regulations at the time in which the Design Guidelines are adopted.

3.4.1 Roundabouts

Roundabouts are often an effective tool for traffic management. They are used largely to: reduce motor vehicle speeds, increase capacity level, increase safety, and to reduce noise and air pollution. Therefore, the use of roundabouts will be considered at arterial/collector street intersections and shall be designed to the standards contained in the Federal Highway Administration (FHWA) publication Roundabouts: An Information Guide, June 2000.

- The Town Traffic Engineer shall approve the use and design of roundabouts.
- The configuration of proposed roundabouts shall be designed by a licensed Transportation Engineer with a minimum five (5) years of experience in roundabout design.

3.4.2 Emergency Access

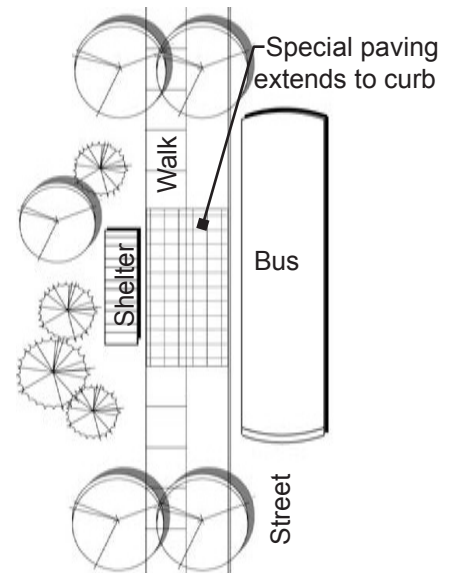
Provide access for fire, police, ambulance, and other emergency vehicles to buildings in accordance with Loveland Rural Fire Protection District Development and Construction Requirements. Such access should be fully capable of supporting such vehicles. Where possible, connect emergency access routes between adjacent properties.

3.4.3 Sight Triangles

- Shall meet the criteria as established in the Town of Johnstown Design Criteria and Construction Regulations at the time in which the Design Guidelines are adopted.

3.4.4 Bus Stops

- Bus stops should be provided off street within parcels where it is easy and logical for people to access. The actual locations shall be coordinated with the transit provider and the DRC and JRC at the time transit service is provided.
- Shelters, if deemed necessary, shall be designed with a solid roof, enclosed on one or more sides, and provide seating within the protected area. Landscaping can also be used as wind breaks around transit facilities.
- Locate bus shelters in close proximity to primary pedestrian walkways and where possible, locate bus shelters behind the sidewalk so the sidewalk passes between the shelter and the street.
- In order to provide safe loading and unloading of buses, sidewalks shall be designed so that a paved surface is provided at both the front and rear doors of the bus when the bus is parked at the facility. Coordinate design of these facilities with the transit provider.



Bus Stop Plan

3.4.5 Drive-Through Facilities

Drive-through facilities are a convenient service, however they may create barriers to pedestrian movement and present an unattractive appearance unless they are thoughtfully designed and located.

- Drive-through facilities shall be located on the site and not on public right-of-way.
- There shall be no stacking of waiting vehicles into the public right-of-way, primary interior circulation routes or across pedestrian walkways.
- Drive through windows, menu boards and stacking areas shall be subject to the same set back and screening requirements as parking lots.
- Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall-mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area.

3.4.6 Access Between Adjacent Parcels

Provide vehicular and pedestrian access to existing and future adjacent properties where feasible.

3.5 Parking

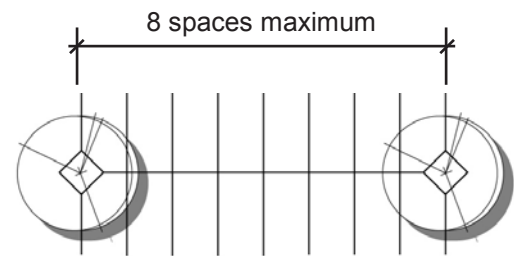
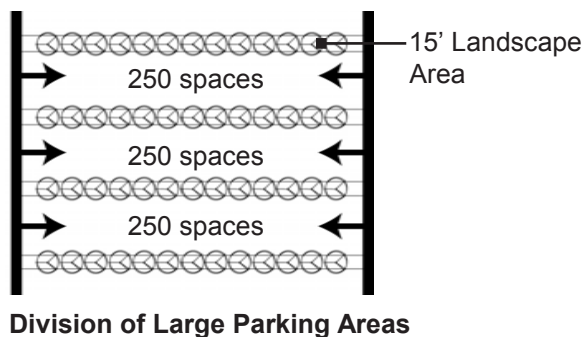
3.5.1 Parking Lot Design

Sufficient parking should be provided for each development so as to avoid conditions that lead to parking on public streets and private drives.

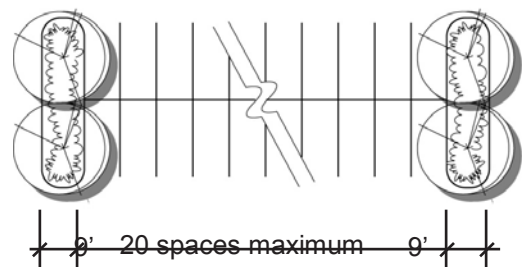
The dimensions of parking spaces will be per the Town of Johnstown Off-street Parking Regulations, at the time in which the Design Guidelines are adopted, or the approved development plan for the property. Where a use falls under multiple categories listed below the more specific use requirement will apply. Minimum parking requirements are listed in the following table. The DRC & JRC, at their discretion, reserve the right to require a parking study for any new development.

USE	PARKING REQUIREMENTS
Single-family residence	2 spaces per dwelling unit
Multifamily residence	1.5 spaces per dwelling unit
Elementary schools	2 spaces for every classroom
Junior and Senior High Schools	1 space for every 4 students of max capacity
Hospitals	1 space for every 2 beds
Clinics	1 space for every 250 sq. ft. of G.L.A.
Warehouse and Distribution	1 space for every 1,250 sq. ft. of G.L.A. & 1 trailer space per dock door
Flex, Flex R&D, & Trade Contractors	1 space for every 350 sq. ft. of G.L.A.
Manufacturing	1 trailer space per dock door & the greater of: (i) 1 space for every 2 employees or (ii) 1 space for every 1,250 sq. ft.
Commercial Office Buildings	1 space for every 300 sq. ft. of G.L.A.
Retail Stores	1 space for every 250 sq. ft. of G.L.A.
Gun Range	2 spaces for every gun range lane
Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
Call Centers	1 space for every 100 sq. ft. of G.L.A.
Restaurant and/or Bar	1 space for every 100 sq. ft. of G.L.A. & 1 space for every 200 sq. ft. of cumulative patio/deck area for a single user. Patios and/or decks under 500 sq. ft. are exempt.
Planned Shopping Center	1 space for every 250 sq. ft. of G.L.A.
Outdoor and Indoor Family Entertainment	1 space for every 250 sq. ft. of G.L.A.
Public assembly facilities provided for	1 space for every 3 seats seated audiences (churches, theaters, auditoriums, etc.)
Heath Clubs	7 spaces for every 1000 sq. ft. of G.L.A.
Sports Facilities	2 spaces per player on a court / field multiplied by the number of courts / fields in a facility & 1 space per employee, including but not limited to coaches and officials.

- Design parking lots to current Americans with Disabilities Act (ADA) standards. Provide equal access in a manner that integrates handicapped-accessibility with ordinary accessibility, rather than separately.
- Except where orchard style planting is used, large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of 250 parking spaces. Landscape areas used to break up large parking areas shall be a minimum of fifteen (15) feet in width.
- Landscape areas separating parking blocks will have at least one (1) overstory/shade tree or two (2) ornamental trees and five (5) shrubs for every 50 linear feet along the length of the median
- Overstory shade trees will comprise at least 75% of the trees within the landscape area.
- In a development, parking lots for each use shall be integrated within the development to the extent possible.
- All striping in parking areas shall be white.



Orchard Style Parking



Parking With 40 or More Spaces

3.5.2 Parking Perimeter Landscaping Requirements.

- Perimeter landscaping requirements for parking areas include a minimum seven and one-half (7.5) foot wide landscape area with one (1) tree and five (5) shrubs per 600 square feet or portion thereof. When combined with adjacent properties requirements, this perimeter landscape will become fifteen (15) feet wide.
- Where two (2) parking perimeter landscape areas abut each other, the first to develop shall provide the tree requirement. The tree requirement for the abutting development need not be met, however, the second developer is responsible for installing the shrub requirement.
- Where parking areas are located directly adjacent to residential development, both the parking lot buffer requirement and the nonresidential buffer requirements shall apply.

3.5.3 Parking Interior Landscaping Requirements.

- Interior rows of parking spaces will provide a landscape island at the end of each row of parking spaces. Landscape islands will also be provided within the row of parking spaces so that there are no more than twenty (20) consecutive parking spaces without a landscape island.
 - Landscape islands will have minimum dimensions of nine (9) feet by the length of the parking row.
 - Islands will be landscaped at a rate of at least one (1) overstory/shade tree and three (3) medium or five (5) small shrubs for each 9 foot by 18 foot parking island. Overstory/shade trees will comprise at least 75% of the trees within the landscape islands. Evergreen trees shall be prohibited in parking lots unless island widths are sized to accommodate mature growth.
 - Landscape islands will contain rock mulch or irrigated grass. No turf grass shall be planted in parking lot islands or medians unless the turf area is at least ten (10) feet wide.
- Where orchard style planting is proposed in parking lots, internal landscaping shall be provided at a rate of one (1) tree and two (2) shrubs for every ten (10) parking spaces. At a minimum, one (1) diamond-shaped tree planting pit shall be provided for every eight (8) parking spaces. No shrubs shall be planted in the diamond tree planting pits and will be located in end islands and other landscape islands instead.
- A concrete pedestrian walk, at least six (6) feet wide, will be provided along the length of the landscape median closest to the building entrance. The walk will connect to perimeter pedestrian walks, whenever possible, and include raised and striped crosswalks.
- Planting trees and non-low-growing shrubs in the vehicle overhang area is not allowed.

3.5.4 Interim Parking Lots

- With DRC and JRC approval, on-grade interim parking may be allowed if weather delays asphalt or concrete paving. It must be landscaped and paved with an all -weather material. Internal parking lot landscaping is not required for interim parking areas, but perimeter landscape treatments shall be consistent with the landscape requirements for permanent parking lots.

3.5.5 Bicycle Parking

- Bicycle parking facilities are required for all land uses, except for single-family attached or detached housing.
- Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic.
- Bicycle parking facilities should be located outside of a vehicular or pedestrian way and be protected and separated from motor vehicle traffic and parking lots by either a three (3) foot separation distance or a curb or other physical barrier.
- For security reasons, bicycle-parking areas should be located so they are highly visible from building entrances and convenient for employees, yet not generally visible from roadways.
- It is recommended that bicycle parking facilities be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel and permanently attached to the pavement foundation.
- If the bicycle facility is to be used at night it should be sufficiently illuminated.
- Select bicycle racks that provide for a wide range of bicycle types and individual security devices. Designs should facilitate bicycle lockup.
- Provide protection from the elements. Specific considerations include the following:
 - Shelters and bike lockers are encouraged but not required.
 - Protected overhangs incorporated into a buildings design are a desirable solution.
 - Shelter design and materials should compliment the architectural design of the primary building.



**Bollard
Bicycle Rack**



**Standard
Bicycle Rack**

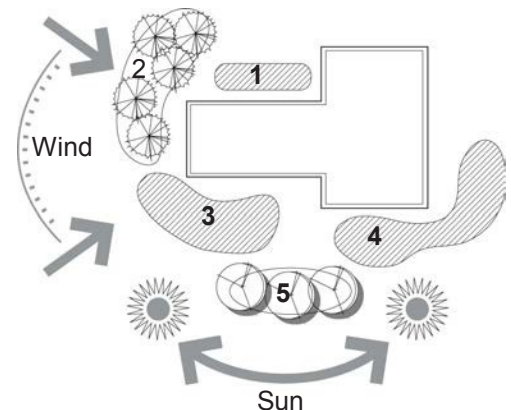
3.6 Landscaping

3.6.1 Landscape Design Principles

All development shall demonstrate adherence to the following landscape design principles:

- Provide biodiversity that relates to the area's natural systems.
- Design to provide an attractive, comfortable environment for users while minimizing maintenance needs, irrigation water requirements and the use of herbicides and pesticides.
- Use environmentally friendly, "green" materials where possible.
- Design landscapes to create a naturalized appearance. Use plant materials that are indigenous to Northern Colorado where possible. (See the plant list in the Appendix). Only use introduced species in order to achieve design objectives that cannot be achieved with the use of native species.
- Locate plants in microclimatic conditions that are appropriate for that species. Only use high water-requiring plants in areas where they will naturally benefit from runoff or available ground water. Do not rely solely upon an irrigation system to provide water to high water-requiring plants.
- Group plant materials of similar water needs and arrange in concentric circles or layer of progressively less water use in order to maximize the efficiency of applied irrigation.

1. Plant species more susceptible to sun, wind & cold temperatures in sheltered areas.
2. Evergreen trees to provide shelter from winter winds.
3. SW facing plants should tolerate summer heat & drying winds.
4. Eastern facing areas allow some shelter from sun & wind.
5. Deciduous trees shade in summer and let light through in winter.



Microclimatic Considerations

- Use plant materials to provide buffering of structures and outdoor use areas from extreme climate conditions.
- Coordinate the design of the landscape with site erosion protection, storm drainage and water quality improvement systems.
- • Utilize a minimum of three (3) inch deep mulch to reduce soil moisture loss and moderate soil temperatures.
- Where natural soils are not of high quality, improve soil structure by the addition of composted organic material.
- Design and manage irrigation systems to achieve peak efficiency.
- No turf grass shall be allowed in landscape areas less than eight (8) feet in width.
- Rock mulch shall be used in all planting beds. Wood mulch may be used in perennial beds but will not be accepted along property boundaries.
- Native seed shall be limited to areas adjacent to regional detention or the existing natural area & is required to be irrigated until establishment.

3.6.2 **Single Family Guidelines**

Single Family Residential Uses

- At least 75% of the yards adjacent to the street will be treated with landscape materials. At least four (4) shrubs will be planted on every lot containing a one-family dwelling. At least one (1) tree of one and one-half (1-1/2) inch caliper shall be provided for each lot of 70 foot frontage or less and at least two (2) trees for every lot in excess of 70 foot frontage. For corner lots, the same quantities shall be required for each street. The trees shall be located so as not to interfere with sight distances at driveways. Trees required in the adjacent right-of-way may not be used to meet this lot standard.
- The trees and shrubs will be installed prior to certificate of occupancy unless it is not practical to install the landscaping prior to occupancy because of weather or other necessary delay, as approved by the Town Administrator.
- Common Open Space is land commonly owned and maintained by an owner's association. Common open space required in all subdivisions and PUDs shall be landscaped as follows:
 - Common open space areas will have irrigated live ground cover over at least 75% of the area, unless otherwise approved by the Town. Bluegrass is not the only option for these areas and the Town encourages the Developer to pursue water saving goals as listed in Section H.12 of these Standards.
 - All ground cover shall have an irrigation system that is designed to meet the needs of the plants and that is designed to meet Town Standards. Any dryland-seeded areas approved by the Town shall have a temporary irrigation system provided for establishment purposes.
 - Common open space in one-family subdivisions or PUDs or portions of subdivisions or PUDs containing one-family dwellings shall be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 4,500 square feet of landscaped area.
 - Up to 30% of the required shrubs may be substituted by trees at the rate of one (1) tree for ten (10) shrubs.
 - At least 50% of the trees will be overstory/shade deciduous species and 25% of the trees will be coniferous species, where appropriate.
 - The developer shall have all landscaping improvements completed and in acceptable condition prior to the Town's construction acceptance of public improvements and prior to turning the common open space areas over to a property owners association for maintenance.

3.6.3 Non-Single Family Residential Uses including PUDs and Multi-Family Residential

- Fifteen percent or more of the lot/parcel will be landscaped, common open space.
- Common open space that is not a detention pond will be landscaped at a ratio of at least one (1) tree and five (5) shrubs for every 1,000 square feet, except as required for parking lot screening and buffers, which may require additional plant materials.
- Buffer landscaping will be provided as follows:
 - At least ten (10) feet wide adjacent to minor collector and local street rights-of-way.
 - At least twenty-five (25) feet wide adjacent to arterial streets and major collector rights of-way.
 - Buffers will be designed to provide one tree and five shrubs for every 750 square feet.
 - Where nonresidential, multifamily or group living uses are adjacent to existing or projected residential or duplex uses, one of the following shall be provided:
 - a. A fifteen (15) foot wide on-site landscape area with berming and one (1) tree and five (5) shrubs per 600 square feet or portion thereof; or
 - b. A ten (10) foot wide on-site landscape area with one (1) tree and five (5) shrubs per 400 square feet or portion thereof with intermittent six (6) foot privacy fencing; or
 - c. A five (5) foot wide on-site landscape area one (1) tree and five (5) shrubs per 250 square feet or portion thereof with a continuous six (6) foot privacy fence.

3.6.4 Landscape Performance Standards

- Landscaping shall be completed prior to Certificate of Occupancy (C.O.). If landscaping cannot be completed due to cold weather the Town may grand a C.O. upon receipt of a sufficient letter of credit or cash surety and a written schedule for completion. No letter of credit or surety is required if the landscaping is to be performed by the Metropolitan District.
- All landscape plans for a non-residential use shall be prepared by a professional landscape architect or landscape designer.



3.6.5 Irrigation systems

All landscape areas shall have an automatic clock-activated irrigation system - Landscape areas without an irrigation system and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source sufficient to sustain plant life is provided. Irrigation systems shall meet the following criteria:

- All irrigation systems shall be non-potable where possible and coordinated with the 2534 Master Association.
- All irrigation systems shall be designed and installed to the specifications of the 2534 Master Association Irrigation Guidelines.
- All potable water systems shall be equipped with a backflow prevention device.

The 2534 Master Association's existing non-potable irrigation system shall be utilized whenever feasible. The DRC and JRC (including either's designee) shall review and approve plans for on-site non-potable systems.

Portions of irrigation systems may be comprised of temporary irrigation components to irrigate native areas if the Town determines that all of the following standards are met. A clear description of proposed temporary irrigation must be provided on the landscape plan and approved by the Town:

- Plant selection, design, installation specifications and site conditions combine to create a microclimate that will sustain the plant material in a healthy condition without regular irrigation after the plant establishment period.
- All portions of the landscaped area served by temporary irrigation will be within 150 feet of an exterior water source to enable hand watering during extended dry periods.
- Above ground temporary irrigation systems shall be approved on a case-by-case basis only if the native area is large enough to warrant the use. Above ground systems will be the responsibility of the Developer until grasses are established and the system is removed. No such system shall be permitted to be turned over to a Homeowner's Association for maintenance.
- The temporary irrigation will provide reliable automated irrigation for the plants during the establishment period.
- The Developer has demonstrated the ability to provide ongoing maintenance of xeriscape areas necessary to keep plant material healthy without irrigation.

3.6.6 Soil Amendment

Given the condition of the existing soil, soil amendment is only necessary where designated by the DRC and JRC. Where soil amendment is necessary, minimum requirements for soil preparation shall include three (3) cubic yards of organic material for 1,000 square feet of existing soil tilled to a minimum depth of six (6) inches. **Regardless of existing soil conditions** tree and shrub pits shall be backfilled using a mixture of one- third existing site soil, one-third topsoil and one-third organic matter.

3.6.7 Plant Selection and Diversity.

Plant selection and diversity will be per Town Standards. Tree species prohibited within the Town per Town Standards will be removed by the developer in existing landscape areas, when appropriate, and will not be planted in new landscape areas.

- All landscaping materials shall consist of healthy specimens compatible with local climate and meet the requirements included in these standards.
- The plants listed in the Town of Johnstown Landscape Standards and Specifications Appendix A should be used as a guideline for recommended use. Due to the variety of available plants,

non-prohibited species that are not on the list may be planted provided they are replaced by an approved species if they fail to survive. Plants selected should be appropriate for the specific location and purpose.

- Up to one-third of the proposed trees for a project may be of fast-growing varieties, such as cottonless Cottonwood (*Populus sargentii*), Aspen (*Populus tremuloides*), Silver Maple (*Acer saccharinum*) and Autumn Purple Ash (*Fraxinus americana* ‘Autumn Purple’). Two-thirds of the proposed trees shall be slower growing, long-lived trees, such as Norway Maple (*Acer platanoides*), Oak (*Quercus* sp.), Linden (*Tilia* sp.), Honeylocust (*Gleditsia triacanthos inermis*) and other hard Maples (*Acer saccharum* or *rubrum*). The variety shall be sufficient to minimize the effect of plant disease.
- Recognizing that it is undesirable to plant a large percentage of one tree species which may result in uniform disease susceptibility and eventual extinction of that species, the following diversity standards shall be required:
 - For any one proposed development project (including common open space areas), no more than 15% of any one species of tree (for trees considered hardy in this area), or 10% of any one (1) species of tree considered marginally hardy for this area, shall be proposed. This shall be measured per total trees in the development, including existing trees.
 - For small development projects, exceptions to the above diversity requirement may be allowable where the size of the development makes minimum diversity percentages unreasonable. A variance request is to be made by a note on the landscape plans and shall be subject to approval by the Town Planner.
 - Coniferous trees shall comprise 25% of any landscaped area, where suitable. Unsuitable areas include areas where icy conditions may be created with the use of conifers at road intersections, road curves, bike path intersections, bike path curves site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks.
 - Ornamental trees can only replace large canopy trees at a rate of three (3) ornamental trees to one (1) large canopy tree (not to exceed 25% of the total tree requirements). Fruit bearing or thorny trees shall not be permitted within five (5) feet of sidewalks or streets, as calculated from mature canopy width of tree.
- Shrubs shall be a mixture of evergreen and deciduous varieties. Small shrubs shall be used between the bike path and the curb along street rights-of-way to avoid safety obstructions.
- Street tree minimum standards are as follows:
 - Species that generally have branches less than fifteen (15) feet above the roadway at maturity shall not be used as street trees unless they are located such that no interference with the roadway will occur at maturity. Minor trimming and branch removal should be performed to maintain the fifteen (15) foot requirement and eight (8) foot minimum clearance over sidewalks and bike paths.
 - Trees prohibited from planting within the Town of Johnstown include the following: cotton-bearing Cottonwood, Lombardy Poplar, Box-elder, Siberian or Chinese Elm, Russian Olive and Ash trees (*Fraxinus* spp.).
 - Trees prohibited from planting within street right of ways include the above plus the following: Fruit and/or thorn bearing trees (prohibited from within five (5) feet of bike path as measured from edge of mature canopy), willow (all varieties), Tree of Heaven, Cottonwood (all varieties), and Silver Maple.
 - Trees recommended for use within the Town of Johnstown include those listed in Plant Materials List found in appendix of the Town of Johnstown Landscape Guidelines.

- Planting sizes for required landscapes:
 - Deciduous shade trees: 2-inch caliper.
 - Ornamental trees: 1-1/2-inch caliper.
 - Evergreen trees: 6 foot – 8 foot height (with a minimum of 25% at 8 foot height).
 - Multi-stem ornamental trees: 8 foot – 10 foot height.
 - Shrubs: 5-gallon container.
 - Vines: 1-gallon container.
 - Ground cover/perennials: 2-1/4 inch pots.

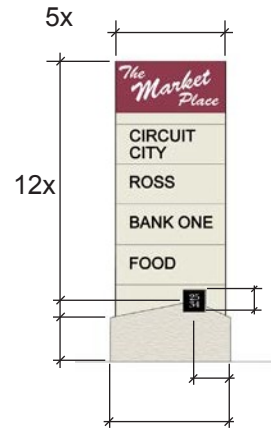
3.6.8 Landscape Maintenance

- Maintenance includes all reasonable and regular irrigation, weeding, weed control, fertilizing, pruning as well as removal of tree wrap and staking, and bike path snow and ice removal per standard horticultural practices and Town code. Plant materials that show signs of insect pests, diseases and/or damage shall be appropriately treated. Dead plant material will be replaced according to an approved landscape plan. An initial inspection of landscaping installation will be done at the time of development or change in use.
- The developer and subsequent owner(s) shall be responsible for maintaining all on-site and common landscaping as shown on an approved landscape plan or as existing if an approved landscape plan does not exist.
- The developer and subsequent owner(s) shall be responsible for maintaining the landscaping public improvements on all adjacent rights-of-way as shown on an approved landscape plan or as existing if an approved landscape plan does not exist, unless a maintenance agreement is reached with another entity. The Town, at its discretion, may add, remove, replace, or maintain landscaping within the right-of-way per Town standards.
- The developer may request Town maintenance of arterial rights-of-way where there will not be a property owners association in the development or subdivision. The following standards shall apply:
 - Acceptance of maintenance will be based on the determination that the public interest is served by Town maintenance.
 - The developer will maintain the improvements for two (2) years following construction acceptance by the Town of such improvements, and thereafter until the Town has granted final acceptance for maintenance for those improvements.
- The developer may request Town maintenance of other facilities not included above. The following standards shall apply:
 - Acceptance of maintenance is based on the determination that the public interest is served by Town maintenance.
 - Installation of all improvements shall meet or exceed Town Standards.
 - The developer will maintain the improvements for two (2) years following construction acceptance by the Town of such improvements, and thereafter until the Town has granted final acceptance for maintenance for those improvements.
- The developer and subsequent owner(s) shall be responsible for maintaining all irrigation systems in sound condition and so all plant material receives the necessary amount of water. Leaks and other broken and/or non-performing equipment shall be repaired in a timely manner. Systems shall be periodically adjusted to eliminate water spraying onto paved surfaces. Watering times shall be regularly adjusted to meet the seasonal needs of the plants while minimizing overwatering.

3.7 Site Development Signage

3.7.1 Purpose

The following sign guidelines provide a language for all signage which helps to create a unified image for 2534. All freestanding signage within the development will bear the style and logo of 2534, however individual logos and graphics are allowed on the sign face. Freestanding signs located throughout the development are unified through the use of similar geometry and a repetition of a common materials palette. Building mounted signs are regulated by limiting size. However, tenant logos and graphics are allowed. The following signage requirements are congruent with Town of Johnstown Sign Code, any variations are noted.



3.7.2 Prohibited Signs

The following signs are prohibited:

- Any sign which would violate sight distance triangle requirements.
- Any nonpublic sign on the right-of-way or on a property other than that which it advertises.
- Any sign which, even though in general conformance with the standards and requirements of this sign code, is a dangerous sign due to interference with a traffic control device by being in direct line between the control device and oncoming traffic or otherwise in visual competition with a traffic control device or resembling a traffic control device.
- Any sign that is erected in such a location as to interfere with motor vehicle traffic.
- Any sign employing a lighting or control mechanism which causes radio, radar, television, or telecommunication interference.
- Any sign so erected, constructed or maintained as to obstruct or be attached to any fire escape, window, door or opening used as a means of egress or ingress or for firefighting purposes, or any sign so placed as to interfere with any opening required for light or ventilation.
- Flashing, blinking or other moving signs and searchlights/klieg lights.
- Animated signs, including revolving, whirling, twirling or any other sign which uses motion, either implied or actual, except that barber poles (not exceeding five (5) feet in length which are not roof-mounted), windmills and time and temperature signs are permitted.
- Structurally unsafe signs as determined by the chief building official, based upon criteria established in the adopted Town codes.
- Roof signs.
- Box signs.*
- Wheeled advertising devices, except for currently licensed, operative vehicles which are primarily used by their owners for service, delivery or general transportation on a regular basis.
- Any merchandise displayed outside of a building in such a way as to attract attention when viewed by the general public by placement upon a pole, a fence, a platform, roof or other similar device or structure shall be considered as a sign and shall be prohibited unless otherwise approved by the Planning and Zoning Commission. This shall not, however, be construed to prohibit merchandise customarily stored outside of buildings and placed upon shelves or tables, such as automobiles, campers, boats, plant materials, produce or lumber.
- Any sign regulated by the State of Colorado Department of Transportation rules and regulations pertaining to outdoor advertising not approved by the CDOT. (Ord. 682, § 1, 2001)

*Varies from Town of Johnstown Sign Code

3.7.3 Sign Area Measurement and Allowances

Allowable sign areas and sizes shall be per the standards listed below.

- Animated: Size of sign is based upon the sign type (i.e., freestanding, wall or

RETAIL • RESIDENTIAL • OFFICE • INDUSTRIAL

A vibrant mixed-use community at the intersection of I-25 and Highway 34 in Northern Colorado

projecting)

- Arcade:
 - Maximum Height cannot exceed bottom of eave, balcony, canopy, awning or other structural overhang or passageway to which it is attached.
 - Minimum height, seven (7) feet above grade.
 - Maximum one (1) per building entrance for nonresidential uses.
 - Maximum area, four (4) square feet for nonresidential uses.
 - Must be placed on an approved wall area.
- Awning Sign:
 - Permitted on the bottom eighteen (18) inches of 1st floor awnings.
 - Allowed at 0.5 square feet per linear foot of awning.
 - Maximum of twelve-inch letter height.
 - Maximum of one (1) per awning.
 - Must be located on an approved wall area.
 - May be illuminated.
- Bulletin Boards:
 - Nonresidential, nonagricultural and multiple-family uses only.
 - Maximum area, thirty-two (32) square feet.
 - Maximum height, eight (8) feet.
 - Maximum one (1) per street frontage.
 - Must be set back a minimum of ten (10) feet from any private property line and from a public right-of-way; one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.
- Freestanding residential districts:
 - Permitted in residential zones only.
 - Maximum sign area is one hundred (100) square feet.
 - Maximum of one (1) per street frontage, said street being on the boundary of the development.
 - Maximum height all residential districts, six (6) feet.
 - Maximum height in all multiple family use districts, twelve (12) feet.
 - Must be set back from any private property line and from a public right-of-way one (1) foot setback for signs up to six (6) feet in vertical height; one (1) foot for every foot of height greater than six (6) feet.
 - May be illuminated.
- Residential development entryway signs:
 - One (1) for each major entryway;
 - Not to exceed twenty (20) square feet in area or six (6) feet in height;
 - Freestanding-type signs must be set back onto the property a minimum of ten (10) feet, unless incorporated into a traffic island entrance, then twenty-five (25) feet back from the face of the street curb and three (3) feet from the edge of the traffic island;
 - Fence or wall-incorporated-type signs may be placed parallel with and at the property line following the same height and sight distance requirements as for a wall or fence.
 - Subject to a revocable permit in favor of the Town if situated in the right-of-way.

- Freestanding nonresidential districts:

- Maximum height: Twenty-five (25) feet.
- Maximum number of signs per development: one (1) per street frontage, not to exceed two (2) per development, except as may be permitted by a master sign plan approved by the Board of Trustees.
- All such signs shall be set back from the property line a distance equal to the height of the sign, except a sign six (6) feet in height shall be set back from the property line a distance of one (1) foot.
- Maximum sign area: based upon the following table.

Maximum Sign Area		
Floor Area of Building	Single Use Development	Multiple Use Development
0-1,500 s.f.	35 s.f.	60 s.f.
1,500-5,000 s.f.	35 s.f. plus 1 s.f. per each additional 50 s.f. of floor area over 1,501.	40 s.f. of floor area over 1,500.
5,000-50,000 s.f.	100 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 300 s.f.	300 s.f. plus 1 s.f. per each additional 1,000 s.f. of floor area over 50,001 up to a maximum size of 400 s.f.

- Illuminated signs:

- Within one hundred (100) feet of residential use or district, internal lighting only.
- Over one hundred (100) feet from a residential district, any type of lighting source is allowed, except search or flashing lights, or directed so that the light shall not adversely affect surrounding premises or safe vision on public or private roadways, including highways.

- Portable:

- A-frame or pedestal style only;
- Maximum area: Six (6) square feet;
- One (1) per street frontage;
- Must be set back a minimum of ten (10) feet from the street right-of-way line if over forty-two (42) inches or two (2) feet if forty-two (42) inches high or less;
- Must be anchored to the ground or weighted sufficiently to prevent movement by force of wind.
- May not interfere or block pedestrian or vehicular traffic.

- Projecting:

- Maximum height: top of wall or parapet; not to be roof-mounted;
- Maximum projection: Shall be in accordance with building codes, requirements for "Construction in Public Right-of-Way."
- Maximum size: Two (2) square foot for each one (1) foot of height of the building wall to which the sign is to be attached;
- Projecting and wall sign not permissible on same wall;
- Maximum number: One (1) per street frontage.

- Public information:

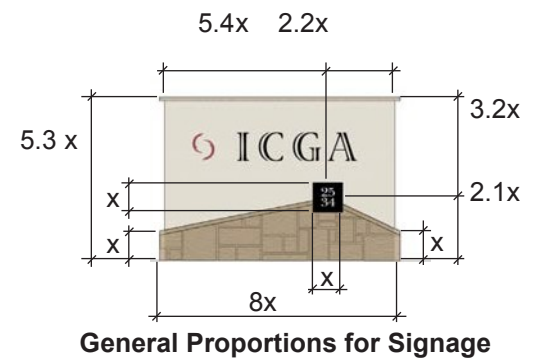
- As defined with the approval of the Town Administrator or designee.

- Temporary subdivision signs:
 - a. Temporary model home signs:
 - One (1) per model home;
 - Not to exceed twelve (12) square feet each and not over six (6) feet in height if a freestanding type; and
 - Must be set back from property lines a minimum of ten (10) feet or a distance equal to height, whichever is greater.
 - b. Temporary residential subdivision signs.
 - Temporary signs are prohibited upon public rights-of-way. Temporary signs found by an enforcement officer to be located within Town rights-of-way shall be removed by such enforcement officer with no requirement of notice.
 - Construction signs shall not exceed thirty-two (32) square feet and twelve (12) feet in height. One (1) per street frontage is allowed between the time a building permit is issued and the time a certificate of occupancy is obtained.
 - Political and real estate signs may be located on property only by permission of the landowner.
 - c. Temporary commercial/industrial signs.
 - Banners are permitted for any non-residentially zoned or used property to advertise special events or sales subject to the following provisions:
 - May be placed upon a building wall or roof or a fence but shall not be attached to landscaping, freestanding posts or utility poles;
 - The total size allowed for any single banner or total combination of multiple banners shall be determined using the same criteria that applies to wall signs. If the banner is to be affixed to a fence, size shall be the same as if it was attached to the nearest adjacent building wall having street frontage;
 - Any banner that becomes discolored, ragged, shredded, detached, etc., shall be removed or repaired.
 - Pennants that project a maximum of four (4) feet from the building are allowed on retail, entertainment or service commercial buildings, and only as part of an approved special district sign program. All pennant faces shall be counted as part of the total allowable sign area. Pennants located on light fixtures are allowed only by the 2534 management group.

- Under canopy signs.
 - Minimum clearance from the sidewalk is eight (8) feet.
 - One (1) sign per frontage.
 - Not counted against other allowed signage.
- Wall or painted:
 - Maximum area to be no larger than two (2) square feet for every linear foot of the side of the building having a public entrance and facing a public street, alley or parking lot to which it is affixed. Signs affixed to attached or detached canopies and marquees or awnings shall be considered wall signs and shall be calculated based upon the length of the wall to which they are attached or adjacent.
 - Each ground floor tenant or use shall have the right of wall signage upon any wall which fronts upon a public street, or if not fronting upon a public street, upon any wall which fronts upon a major interior drive having direct access to a public street. For uses that have a rear entry or delivery door, one (1) nonilluminated wall sign per use, not to exceed ten (10) square feet, is permitted.
 - For buildings with flat roofs, wall signs shall not extend above the top of parapet or mansard, shall not extend more than three (3) feet above the deck line.
 - May not extend more than fifteen (15) inches beyond the surface of the wall and may not extend beyond the side of the wall.
 - Commercial, industrial, multiple-family, public and semipublic uses only.
 - Cannot be used on the same wall as a projecting sign.
 - Must be placed on an approved wall area.

3.7.4 Freestanding Signs

Retail: Single tenant signs are highly discouraged, commercial/retail uses should be combined into an overall sign with multiple tenants where possible. When single tenant signs are necessary, provide a smaller version of a sign that is sympathetic to the intent of the design shown. Individual user logos may be used, however they should be sized uniformly or in a proportional manner (i.e. Large tenant size, Small tenant size half the proportion of the large tenant).





BASE MATERIALS

- Rough cut sandstone - random ashlar pattern
- Earth-toned stucco
- Sandstone

SIGN PANEL MATERIALS

- Earth-toned stucco with accent color on maximum 1/3 sign face
- Metal cabinet
- Cut stone
- Concrete

2534 Logo

- Black granite with sandblasted letters painted white

Example Project I-D Signs

Office/Flex/Light Industrial: Signs shall be uniform in size and colors shall be contained within an earth-tone palette. The 2534 base shall be used. However, the sign area may be customized to fit the needs of the user. Each parcel is allowed one identification sign unless approved by the DRC and JRC.

Residential Identity Signs: Individual residential developments shall use materials within the materials palette and should design elements complementary to the 2534 signage.

3.7.5 Fuel/Convenience Store Canopy Signs

Signs on canopies associated with fuel/convenience stores shall be limited to one corporate with associated text or business logo of the principal use only on a maximum of two (2) sides of the canopy. Such logos shall have a vertical dimension of no greater than 75% of the vertical dimension of the canopy fascia and shall be no greater than twelve (12) square feet per logo.

3.7.6 Regulatory Signs

Regulatory signs shall follow the guidelines established in the Town of Johnstown Design Criteria and Construction Regulations.

3.7.7 Other Display and Informational Elements

- Banners: Retail uses are allowed one (1) banner per building, not-to-exceed seven (7) days in a six-month period. Office, Light Industrial and other Commercial uses are allowed a one (1) day special event directional sign announcing open house/grand opening events.
- Window Signs: Window painting is not allowed. Each business will be allowed one (1) “OPEN” neon sign. No other neon signs are allowed, except as specifically approved by the DRC and JRC. No decals or signs may be installed in doorways, windows or other areas visible to the public view from the exterior of the premises. The real estate window sign is intended for use where leasable office space is available.
- Building Entry Information: If applicable, each business shall be allowed to post building or occupant names, hours of operation, emergency information, delivery hours and other required notices near its main exterior entrance on a wall or adjacent glass side-light adjacent to main entry doors. Maximum letter height shall be one (1) inch for basic information. Name of the building or occupant may be three (3) inches tall. Logos shall be a maximum of six (6) inches tall. All type must fit within a maximum 2 feet by 2 feet area. Type style shall be consistent with other building signs.
- Wall mounted information shall be applied to a panel that is compatible with the surrounding wall treatments. The panel area shall not exceed four (4) square feet.
- Buildings that provide service entrances shall be allowed an additional sign on or adjacent to each delivery door. Information shall be limited to a four (4) square feet area and design shall be consistent for all exterior doors of the building.
- Flags: Flag poles shall be a minimum height of twenty (20) feet tall and a maximum height of thirty (30) feet. Only properly maintained national and/or state flags are allowed.

3.8 Site Furnishings

3.8.1 Site Furniture

Shall be **complementary to** the architecture, and if part of a larger complex of buildings, **complementary** with the other site furnishings in that complex. Site furniture for the overall 2534 site should be similar or **complementary** with the following examples shown pending approval of the DRC and JRC.

3.8.2 Art

Art in public places is highly encouraged. The proposed piece must be vandal resistant, appropriate subject material for public viewing, and complementary with the theme, materials, and colors of 2534 as determined by the DRC and JRC.



Site Furniture Examples

3.8.3 Fencing & Walls

Chain link is only acceptable in the industrial uses and must be vinyl coated. Chain link is not permitted in any other use. Other fencing materials such as simulated rod iron and / or concrete or masonry may be required depending upon screening needs and compatibility with adjacent uses. No wood retaining walls are allowed (nonresidential only). Fencing and walls shall match building architecture. All fences and walls subject to DRC and JRC approval.

3.9 Lighting

The lighting design concept for 2534 uses decorative lighting to enhance the main entries of the development. Thompson Parkway and Larimer Parkway, north of the major east/west road in the development, will be a combination of decorative lighting and functional roadway lighting. The DRC will work with Xcel to approve a decorative feature that builds upon the character of the development.

- All light sources shall be contained in cut-off fixtures that obscure the source from direct view. Pedestrian-scale lighting that has secondary decorative visible light source may be acceptable provided it does not produce glare.
- Up-lighting is acceptable as long as they are subdued and angled towards surfaces and not lit straight into the sky. No searchlights are permitted.
- Parking lot and street lights shall be black in color. All roadway lighting should be of the same family of style, and all parking lot lighting shall have square poles and a color temperature of 4000 Kelvin and be of the same family of style; however roadway and parking lot lighting need not match.
- Minimum / Maximum allowable lighting (per IESNA standards):

◦ Non-residential building, surrounding area, and parking	1.0 / 7.0 footcandles
◦ Residential building surrounding and parking	0.1 / 0.5 footcandles
◦ Under canopy fueling areas and drive-ups	5.0 / 25.0 footcandles
- Reduce parking lot lighting to security levels when not in use.
- Temporary lighting – Holiday lighting only November 1 through January 31. No “chasing” lights (Nonresidential only).
- All lighting is subject to approval by DRC and JRC. For example fixtures see below, or request a copy of the 2534 Lighting Specifications.



Functional
Roadway
Lighting

Examples of possible pedestrian lighting styles



Examples of possible parking lot lighting styles
(Recommended fixture: Lithonia DSX1 LED-40K-DBLXD)



4.0 Guidelines Specific to Land Use Type

4.1 Retail Developments

These guidelines apply to high-visibility neighborhood, community and regional-scale commercial areas, including retail, professional services, lodging, hospitality uses, outdoor family entertainment, restaurants and related uses, and contain additional information on how to place and design structures, sites and landscapes. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in General Design Guidelines and are supplemental to the requirements in this section.



4.1.1 Landscaping

- Big box retail stores (one primary tenant) with square footage greater than 20,000 sf must provide a planting bed at least six (6) feet wide along a minimum of 50% of the length of wall visible from public use areas. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – General Design Guidelines.

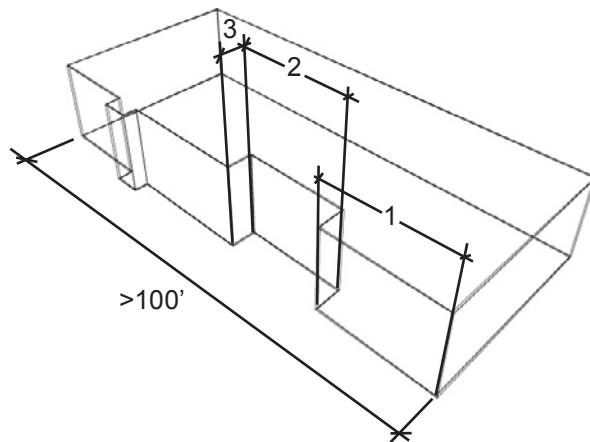
4.1.2 Building Design

- Compatibility/Complementary with Planned Retail Project Development
 - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the predominant architectural character of such areas. Compatibility may be achieved through techniques such as:
 - a. Repetition of roof lines.
 - a. Use of similar proportions in building mass and outdoor spaces.
 - b. Similar relationships to the street.
 - c. Similar windows and door patterns.
 - d. Building materials with similar colors and textures.



Example of a building with varying facades and heights

- Select buildings that have unique, high quality architecture associated with a brand, or that serve as an architectural focal point that may be allowed in otherwise “themed” developments if they are determined to add interest and vibrancy to the rest of the development.
- Treat all facades of a building with similar materials
- Materials and Colors
 - Primary facade and roof colors shall have a low reflectance, and be a subtle, neutral or earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, greys or charcoal color values.
 - Trim and accents may be brighter colors, including primary colors. Vivid colors shall be used sparingly (10% or less of a facade on buildings less than 20,000 sf and 7% on buildings larger than 20,000 sf). Vivid colors are defined as bright colors, such as primary colors.
 - Preferred predominant facade materials include: brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
- Prohibited predominant materials are smooth-face concrete block and uninsulated, non-textured flat metal panels. These materials may be used as accent but shall occupy no more than 35% of a facade.
- Facades
 - Facades must include a repeating pattern at intervals of no more than 50 linear feet that shall include a change in plane no less than one (1) foot in width such as an offset, reveal or projecting rib.
 - Facades greater than 100 feet in length shall incorporate wall plane projections or recesses having a depth of at least 3% of the length of the facade and occupy at least 20% of the length of the facade.
 - Where principal buildings contain separate stores with separate exterior entrances that occupy less than 25,000 square feet of the gross floor area, the street level facade shall be transparent between the height of three (3) feet and eight (8) feet above the adjacent walkway grade for no less than 60% of the building facade of the separate store.



Building Facade Proportions

- Max. 30% of facade length or 100' without interruption
- Min. 20% of facade length
- Project or recess 3% min. of facade length

- Building Entrances

- Each building shall have clearly defined customer entrances with no less than two (2) of the following;
 - a. Canopy, arcade or portico
 - b. Overhang or recess.
 - c. Raised corniced parapet.
 - d. Peaked roof or arch.
 - e. Architectural detail such as columns, tile work, stone, detailing or moldings integrated into the building structure.
 - f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
 - g. Display windows.

- Roof and Top Treatments

- Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- The average parapet height may not exceed 15% of the supporting wall height.
- Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
- Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- Large sloped roofs must have variations in height or offsets to break up the large plane- maximum 50 linear feet of one plane.

- Freestanding Structures / Elements

- Gas canopies shall not be taller than seventeen (17) feet and should match the principal building architecture. Support columns should relate to the building architecture in finish materials and scale.
- Vending machines/kiosks must be incorporated into nooks or other features integral to the main building.



Example of defined building entrance



4.1.3 Design Standards for Automobile Sales and Service Establishments

- Building footprint should be a minimum of 15% of the parcel size.
- Total acreage of all motor vehicle dealerships within 2534 shall not encompass a total of more than nine (9) acres of land unless the Town and the Developer consult and agree to any additional area.
- Pre-owned motor vehicle dealerships are not allowed unless approved by both the DRC and JRC.
- Parking requirements for automobile sales and service establishments are a maximum of one (1) parking space per 75 square feet of G.L.A. Site design should accommodate provisions for pedestrians through the frontage spaces and other locations where customers are anticipated to park. All parking areas, including for-sale cars and parking for vehicles to be serviced, shall be designed according to the parking and landscaping standards contained in these design guidelines. No cars shall be parked outside of designated striped parking areas.
- All automobile service areas must adhere to screening requirements as designated in these design guidelines

4.1.4 Design Standards for Outdoor & Family Entertainment

Outdoor and Indoor family entertainment is defined as a smaller amusement park geared towards family fun. Family entertainment centers, or FEC's as they're commonly called, are generally smaller and cost less than a traditional amusement park. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section. Common attractions include, but are not limited to:

- | | |
|-----------------------------|------------------------------------|
| • Bumper boats | • Bowling |
| • Go-Karts | • Batting cages |
| • Music and dancing | • Laser tag |
| • Miniature golf | • Indoor children's play equipment |
| • Video game arcade | • Banquet facilities |
| • Ground level kiddie rides | • Meeting rooms |
| • Mild thrill rides | • Outdoor event areas |
| • Snack bar/restaurant | • Water slide |

• Design Standards for Outdoor and Indoor Family Entertainment

It is required that specific photographs with dimensions be provided to illustrate all vertical elements on site. A site plan identifying these vertical elements must be submitted with the photographs.

• Lighting

The lighting allowed for attractions may be modified from the other standards in the Design Guidelines due to safety concerns. To the extent possible, the same fixtures should be used for the lighting of attractions as are used elsewhere in 2534. The lighting design should keep the lighting contained within the attraction.

- **Safety and Boundary Restraints**

It is understood that safety of guests and employees is paramount in the design and operation of attractions. For example, boundary restraints are required on the go cart track for safety purposes. The use of vinyl coated chain link fence rather than netting in areas that require reinforcement such as batting cages is necessary and appropriate to provide a safe environment for patrons. The allowable design solutions for safe operation of attractions shall take into account state of the art design and materials, usual and customary industry practices, safety, maintenance, and appearance. The DRC and JRC shall have the discretion to decide whether a design solution or improvement meets the intent of the design guidelines on a case by case basis. In considering the appropriate solution for inclusion in a proposed project, applicants shall advise the DRC and JRC of the best currently available and affordable design or practice, irrespective of whether it is incorporated in their proposed solution.

- **Architecture**

The design of attractions and accessory buildings may take many forms to create the necessary effect within a Family Entertainment Use. Given the wide variety of attractions that could be proposed, the DRC and JRC will consider the concepts inherent in an applicant's business model. The DRC and JRC recognize that such attractions may not fit within the architectural guidelines applicable to other uses in 2534. The DRC and JRC will have oversight as to which attractions and accessory buildings are allowable given the size, location and nature of the attraction and discretion to decide whether a proposal is acceptable within the development.



4.2 Office / Flex / Light Industrial

These guidelines apply to: single and multi-tenant office buildings; multi-tenant, single-story structures designed as flexible space for offices, light industrial and professional services; and single-tenant light industrial or research and development type uses. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section.

4.2.1 Landscaping

- Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

4.2.2 Building Design

- Compatibility with Existing Development and Site Design
 - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
 - a. Repetition of roof lines.
 - b. Use of similar proportions in building mass and outdoor spaces.
 - c. Similar relationships to the street.
 - d. Similar windows and door patterns.
 - e. Building materials with similar colors and textures.
 - Site design for flex uses should incorporate, where possible, central, common service/loading areas.
- Treat all sides with similar materials.



- All facades of a building shall have similar materials.
- Materials and Colors
 - Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, greys or charcoal color values.
 - Trim and accents of brighter colors, including primary colors, are allowed.



Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.

- Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
- Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality Aluminum Composite Material Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.
- Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
- Corrugated Metal Panel shall occupy no more than 25% of a façade.
- Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:
 - a. Change in plane.
 - b. Change in color.
 - c. Change in texture or pattern.
 - d. Windows.
 - e. Columns, piers or equivalent element that subdivides the wall.
- Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

- Building Entrances

- Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
 - a. Canopy, arcade or portico.
 - b. Overhang or recess.
 - c. Raised corniced parapet.
 - d. Peaked roof or arch.
 - e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
 - f. Integral planters or wing walls and incorporate landscape areas and/or places for sitting.
 - g. Special landscape or site feature.

- Roof and Top Treatments

- Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- The average parapet height may not exceed 15% of the supporting wall height.
- Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
- Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

- Accessory Buildings

- Shall be of the same character and materials as primary buildings.



4.3 Warehousing & Distribution

These guidelines apply to warehousing and distribution uses, which typically have a comparatively high volume of truck traffic, multiple loading docks and large volume spaces for material or product storage. Indoor light manufacturing uses that possess these characteristics are also subject to these guidelines. The guidelines contain additional information on landscaping and how to design structures. Requirements regarding the overall design and construction of sites, parking lots, roads, streetscapes, parks, open space areas are included in Overall Development Guidelines and are supplemental to the requirements in this section.

4.3.1 Landscaping

- Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

4.3.2 Architecture

- Compatibility with Existing Development
- Treat All Sides with similar materials
- Materials and Colors
 - Primary facade and roof colors shall be a low reflectance and subtle, neutral or earthtoned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, greys or charcoal color values.
 - Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors are defined as bright colors, such as primary colors.
 - Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.



- Prohibited predominant materials are smooth-face concrete block, full ceramic walls and pre-fabricated **uninsulated, non-textured, flat metal panels**. These materials may be used as accent, but shall occupy no more than 30% of a facade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
- Facades
 - Facades that face a street or public parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:
 - a. Change in plane.
 - b. Change in color.
 - c. Change in texture or pattern.
 - d. Glazing.
 - e. Columns, piers or equivalent element that subdivides the wall.



- Publicly visible facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the façade and occupy at least 20% of the length of the façade.
- Building Entrances
 - Primary public entrances shall be defined and provide shelter from the sun, wind, rain and snow, and include one (1) of the following:
 - a. Canopy, arcade or portico.
 - b. Overhang or recess.
 - c. Raised corniced parapet.
 - d. Peaked roof or arch.
 - e. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
 - f. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
- Roof and Top Treatments
 - Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
 - The average parapet height may not exceed 15% of the supporting wall height.
 - Vary parapet and/or roof heights to add interest and consider the use of overhangs and cornice features for decorative interest.
 - Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
 - Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
 - Large sloped roofs must have variations in height or offsets to break up the large plane with maximum 100 linear feet of one plane.
 - Larger roof elements, when used as an architectural expression are allowed on a case by case basis.
- Accessory Buildings
 - Shall be of the same character and materials as primary buildings.
 - No pre-engineered metal buildings.

4.4 Single Family Residential

The architectural design philosophy of the single family residential homes at 2534 is to promote the architectural styles that have become semi-indigenous to Colorado. These styles include: Lodge or Mountain Cabin, Prairie, Craftsman, Western Ranch, and European Mountain. These styles have a rustic versus refined look, informal versus formal look, and fit well with the rural character of the residential homes at 2534. Foreign architectural styles will not be accepted (i.e. Colonial, Victorian, Spanish, Southwestern, etc.).

The vision for the residential areas of 2534 is to provide what are typically ‘move-up’ homes that are commensurate in quality to the abundant assets of the site, which include stunning mountain and



Example of semi-indigenous architectural style

river views from the perimeters and easy access to highways, planned regional trails, employment, shopping and other services. Each building should also present unique and creative design solutions that avoid a repetitive copy of precedent structures. A variety of types are possible to respond to residents' life styles and desires for maintenance of building exteriors and landscaping. Types of housing may include large lot estates, high-quality single family detached homes on smaller lots (including patio homes), and homes that may share a wall (i.e. townhomes and duplexes). The highest quality of site planning, building design and construction will be required in order for the residential areas of 2534 to achieve this vision and design philosophy. It is essential that highly qualified teams are assembled and called upon to design and construct the homes within 2534. Consistent high quality throughout the neighborhood will be governed by covenants that will be part of the final plat that is approved by the Town of Johnstown.

4.4.1 Single Family Residential Site Design

- Strategic views of the mountains and other natural features shall be encouraged in the development.
- Minimum sizes are regulated for estate and single-family lots and houses. Patio homes and townhomes need not follow these regulations and will be reviewed on an individual basis by the DRC and JRC.

ESTATES	MINIMUM SQUARE FEET (SF)
Lot size	12,000 SF
Ranch house	2,300 SF
Two-story house	2,500 SF
SINGLE FAMILY	
Lot size	8,000 SF
Ranch house	2,000 SF
Two-story house	2,300 SF

- Streets may have a rural style in large lot neighborhoods.
- Pedestrian circulation should be continuous throughout the development and connect to adjacent attractions.
- Outdoor recreation opportunities for children and their parents should be provided.
- Entryways to the neighborhood should be emphasized with signage, fencing, walls and/or landscaped medians.
- Homes should be varied in location along lots to create variety along the street.
- Landscape plans shall be designed by a landscape design professional and shall include at least two (2) trees and four (4) shrubs planted on every lot containing a one-family dwelling. At least one (1) tree and four (4) shrubs will be planted in the front yard of non-corner lots. At least two (2) trees (one in the front yard and one in the side yard adjacent to the street) and four (4) shrubs (in the front or side yard adjacent to the street) will be planted on corner lots. Trees required in the adjacent right-of-way may not be used to meet this lot standard.
- Landscaping to be installed as soon as weather permits, but in any event no later than six (6) months after a home is certified for occupancy.

4.4.2 Single Family Residential Architecture

- Subtle earth tone colors to blend with the character of the neighborhood are required. All color and color combinations must be approved by the DRC prior to their application. Repainting existing color changes shall require approval by the DRC. All projections including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railing, and exterior stairways, shall closely match the permanent color on the surface from which they project or shall be of an approved color. Duplicate color schemes shall not be allowed on adjacent lots, or lots across the street from each other.
- No home model shall be built within three of itself, including across the street.
- Street elevation shall have a minimum of 30% of the street-facing elevation (including doors and windows, but excluding roof area) in masonry (brick, stone, cultured stone, or textured EIFS). Outside corners of street-facing elevations shall be wrapped with the masonry product a minimum of two (2) feet. Quoining (block-like corner details) are also encouraged.
- Elevations are required to have at least three variations in the front and two variations in the rear. Front variations should include a three (3) foot minimum stagger.
- Any wall facing a public street should include at least 15% of the facade in windows.
- Primary entries shall be clearly defined elements of the facade, accented with architectural treatments, including but not limited to columns, porches, trellises, recesses, overhangs or roof plane changes.
- Exposed foundation walls above six (6) inches from grade should be covered with similar materials to the wall above.
- Roof pitch shall be a minimum of 5/12 and there shall be at least two (2) variations in the roof plane. Flashing and vents shall be painted to match the roof color. Eaves shall be at least twelve (12) inches.
- A variety of roof elements are encouraged and can include a main roof and complementary secondary roofs, usually over minor rooms, porches and pop-outs. Proportional roof overhangs that compliment a particular house style are encouraged.
- Roof materials should be richly textured and may include asphalt architectural laminated composition (30-year), concrete/slab or other material approved by DRC and JRC.
- Architectural design shall incorporate a consistent level of architectural interest in all elevations. The use of a walkout or garden-level basement, architectural features such as cantilever, window projections, roof elements, decks, etc. shall be used to add interest to elevations.
- There shall be a minimum of two (2) and a maximum of four (4) car spaces in a garage. Minimum dimensions for each space are 9 feet by 19 feet. Garage doors must be kept closed when not in use.
- Garage locations should vary within a development and may include recessed, right-angled, side to rear and rear/alley loaded locations.
- Perimeter fencing shall be two-rail, post and dowel wood. “Mesh” type material will be allowed on the inside of the perimeter fencing. Other types of fencing may be allowed with DRC and JRC approval.



Roof includes a variety of elements including main roof and secondary roofs over porches and pop-outs and includes overhangs

- Neighborhoods should have, at a minimum, six (6) foot privacy fencing along arterial and collector streets. Preferred arterial fence type is 1x6 cedar pickets with top and bottom rail and 36 inch masonry columns with pitched cap every 100 feet. Arterial fencing should noticeably deviate away from the straight fence line to create small landscaped “pockets”. Opportunities include entryways, street corners or fencing that runs over 600 feet. These pockets may be located within easements to allow consistent irrigation and maintenance along with the arterial landscaping.
- Free-standing flag poles are not allowed. One wall-mounted bracket per home shall be allowed.
- Front yard setbacks shall be a minimum of twenty (20) feet from the front property line and sideyard setbacks shall be a minimum of seven (7) feet. Setbacks may be increased on estate lots depending on the final approved land plan.
- All elevations are also subject to Town staff approval prior to permit.

4.5 Multi-Family Residential

Multi-Family Residential Dwellings and accessory uses are permitted in the area depicted as B.2 on the Proposed Land Use Plan.

4.5.1 Landscaping

- Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building face. Exact locations and spacing may be adjusted at the option of the owner to support patterns of use, views, and circulation as long as the overall tree planting minimum requirement is met. The planting beds and trees may be counted towards meeting the requirements for landscaping and buffers described in Section 2 – Overall Development Guidelines.

4.5.2 Building Design



- **Compatibility with Existing Development and Site Design**
 - The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
 - a. Repetition of roof lines.
 - b. Use of similar proportions in building mass and outdoor spaces.
 - c. Similar relationships to the street.
 - d. Similar windows and door patterns.
 - e. Building materials with similar colors and textures.
 - Site design for flex uses should incorporate, where possible, central, common service/loading areas.
- **Treat all sides with similar materials.**
 - Multi-family building facades shall be articulated with porches, balconies, bays or other offsets.
- **Accessory buildings should be similar in character and materials as primary buildings.**
- **All facades of a building shall have similar materials.**
- **Materials and Colors**
 - Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, greys or charcoal color values.
 - Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.
 - Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
 - Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall design aesthetic.



- Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.
- Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:

- f. Change in plane.
- g. Change in color.
- h. Change in texture or pattern.
- i. Windows.
- j. Columns, piers or equivalent element that subdivides the wall.

- Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

- Building Entrances

- Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
 - h. Canopy, arcade or portico.
 - i. Overhang or recess.
 - j. Raised corniced parapet.
 - k. Peaked roof or arch.
 - l. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
 - m. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
 - n. Special landscape or site feature.

- Roof and Top Treatments

- Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to DRC and JRC approval.
- The average parapet height may not exceed 15% of the supporting wall height.
- Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.
- Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.
- Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.
- Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

- Accessory Buildings

- Shall be of the same character and materials as primary buildings.

4.6 Gun Store and Related Accessory Uses

The gun store and accessory uses is proposed on a 7.8 acre parcel as shown on the Proposed Land Use Plan. The project will include a retail gun store, classrooms, offices, a restaurant and underground gun range. A key element of the 2534 Design Guidelines is to design new structures in a way that is compatible with or complementary to the architectural character of the existing or planned future land uses in an area. The location of the gun store and accessory uses east of Thompson Parkway and south of Ronald Reagan Boulevard is in an area that is planned to be predominantly Office and Flex R&D Use.

4.6.1 Landscaping

The landscaping for the gun store and related accessory uses shall meet the landscape requirements for Office/Flex/Light Industrial uses defined in Section 4.2.1.

4.6.2 Building Design

The building design for the gun store shall meet the building design requirements for Office/Flex/Light Industrial uses defined in Section 4.2.2.

5.0 Definitions

- Animated sign - A moving sign that utilizes motion, implied or actual, in a horizontal or vertical plane or both. The only animated type of signs that are permitted are “time and temperature” and “barber pole” signs.
- Awning - A temporary hood, cover or shelter which may be fixed or retractable, and which projects from the exterior wall of a building over a window, walk, door or similar building feature. An awning is often constructed of fabric, metal or glass and is not supported by the ground.
- Berm - An undulation in terrain creating a new landform within a landscape to be utilized for wind protection, screening or a point of focal interest.
- Buffer - The use of open space, architecture, or landscape materials to minimize the visual and/or noise impacts of development.
- Building - Any structure used, designed or intended for the roofed shelter, enclosure or protection of persons, animals or property.
- Canopy - A roof-like structure serving the purpose of protecting vehicles and/or pedestrians and which may be freestanding or attached to a building, is provided with supports, and is open on three (3) sides if attached and on all sides if freestanding.
- Clinic, medical or dental - Offices organized as a unified facility to provide medical or dental treatment as contrasted with an unrelated group of such offices, but not including bed-patient care.

- Convenient center - A small group of retail stores and service establishments which serve a local neighborhood, including, by way of example but not of limitation, a food store, drugstore, hardware store, barber shop, restaurant, shoe repair shop or laundromat.
- Development - A single lot, parcel or tract of land or portions or combinations of lots, parcels or tracts of land which are held in single or common ownership and which exist as a distinct functional entity. Multi-use buildings and multiple building complexes which are held in singular or common ownership, either by individual, corporation, partnership or other legally recognized entity, shall be considered a development for the purpose of signage.
- DRC - 2534 Design Review Committee
- Flashing sign - A sign that is illuminated with intermittent lighting, animated lighting or with varying intensities of light at intervals of fifteen (15) seconds or less, including a moving light or lights.
- Flex - Flex space lends itself to a variety of uses. The building is designed for multiple tenants, divided in spaces running front to rear. Office space is located at the front of the building with warehouse space, typically accessed by delivery doors at the rear elevation of the building. The proportion of office vs. warehouse space in each tenant space is not determined until the user occupies the space. The space may subsequently be re-proportioned to accommodate the current occupant or a new occupant's changing needs. The space may include such uses as offices; retail and wholesale stores; warehousing, manufacturing, light industrial, or scientific research functions.
- Freestanding sign - A sign that is permanent and self-supporting, being nondependent upon support from a building or other structure, including signs placed upon fences or non-supporting walls.
- General Warehousing - Establishments primarily engaged in operating merchandise warehousing and storage facilities, including mini-storage facilities. These establishments generally handle goods in containers, such as boxes, barrels, and/or drums, using equipment, such a forklifts, pallets, and racks. Warehousing facilities should be oriented away from public view and located adjacent to **complementary** uses.
- Gross leasable area (G.L.A.) - The total floor area of commercial buildings, which floor area is designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, if any; expressed in square feet and measured from the center line of joint partitions and from outside wall faces.
- Home occupations - In any district where home occupations are permitted as an accessory use, the establishment and continuance of a home occupation shall be subject to the following general requirements: use shall be conducted entirely within a dwelling and carried on principally by the inhabitants thereof; use shall be clearly incidental and secondary to the use of the dwelling for residential purposes and shall not change the residential character thereof; total area used for such purposes shall not exceed the equivalent of one-half (½) the floor area, in square feet, of the first floor of the user's dwelling unit; no advertising, display or other indications of home occupation on the premises; there shall not be conducted on the premises the business of selling stocks, supplies or products, provided that incidental retail sales may be made in connection with the permitted home occupations; no exterior storage on the premises of material used in the home occupation; no offensive noise, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line, as a result of the home occupation;

- Home occupations examples: teaching, with musical instruction limited to two (2) pupils at a time; dressmaking or millinery; child care. A home occupation shall not include the following: medical or dental clinic, funeral home, restaurant, antique shop, veterinarian's office or any use similar to the foregoing excluded uses.
- JRC- Johnstown Review Committee
- Lot - A single parcel of contiguous land occupied or intended to be occupied by such structures and uses as permitted, together with the open spaces required, and abutting on a public street or officially approved way.
- Lot area - The area of contiguous land bounded by lot lines, exclusive of land provided for public thoroughfare.
- Lot lines - The lines bounding a lot as defined herein.
- Mixed-Use – A Site or Building that incorporates more than one use. This could be a site that has both residential and non-residential on the same site or it could be the use of a structure that combines or integrates both residential and non-residential uses in the same structure/building.
- Off-street parking space - The area on a lot designed to accommodate a parked motor vehicle as an accessory service to the use of lot and with adequate access thereto from the public street.
- Offset - The horizontal distance between any structure and a lot line, other than a street right-of-way line.
- Open space - The gross area of a lot or tract of land minus all streets, driveways, parking lots, and building areas, which is to be or has been landscaped or developed for use by the public or by the residents of the lot or tract of land for private, common or public enjoyment or recreational use.
- Outdoor recreational facilities - Land and structure, along with accessory equipment, designed and utilized for leisure time activities of a predominantly “outdoor” nature and of more specific purpose than passive park-like open areas, and further classified as follows:
 - a. Public. Facilities owned and operated by a government agency for limited or general public use.
 - b. Private commercial. Facilities owned and operated by a group for profit as a business, whether or not open to general public use.
 - c. Private group. Facilities owned and operated by a group for the exclusive use of the members of such group and their guests and not for profit as a business.
 - d. Private residential. Facilities owned by an individual, located on the same lot or adjoining lot to his or her family and guests.
- Overstory Street Canopy - Large, deciduous shade trees with high branch systems at maturity that are located within the public right-of-way between the edge of the street and the edge of private or common property or in street medians. Typically, these trees are located between the bike path or sidewalk and the street edge.
- Passenger transportation terminals - Bus and rail depots, but not including airports, airstrips, and landing fields. Any such use shall be located not less than one hundred (100) feet from any residential district boundary
- Private lodge or club - A structure or grounds used for regular or periodic meetings or gatherings of a group of persons organized for a nonprofit purpose, but not groups organized to render a service customarily carried on as a business.
- Professional office - The office of a doctor, dentist, architect, landscape architect, engineer, lawyer or other similar recognized profession.
- Retail store - A commercial establishment for the sale of material goods or commodities in relatively small quantities directly to the consumer.

- Roof sign – A sign erected, constructed and maintained above the eaves and attached to the roof of a building. Roof signs are specifically prohibited.
- Screen - To use landscape materials, walls, fencing, etc. to shield an area from view and to mitigate noise impacts.
- Setback - The horizontal distance between any structure and the established street right-of-way line.
- Sight distance triangle - That area formed by drawing a straight line back from intersecting property lines twenty-five (25) feet from said intersection and connecting same with a separate line, creating a triangle.
- Sign - Any structure or part thereof or any device attached to a structure, or any other form of visual communication applied by paint, illumination, embossing or other technique to a structure for the purpose of directing, advertising, informing, warning or otherwise conveying information visually to the viewer.
- Stormwater Detention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for a limited period of time.
- Stormwater Retention - Containment of controlled runoff temporarily for storage. Typically, the water is stored in a pond for an extended period of time.
- Structure - A combination of materials other than natural terrain or plant growth erected or constructed to form a shelter, enclosure, retainer, container, support, base, pavement or decoration. The word structure includes buildings. Exception: Not including fences six (6) feet or less in height.
- Use, Accessory - A use subordinate to and customarily incident to the permitted principal use of the property or buildings and located upon the same lot as the principal use.
- Use, Permitted - That utilization of land by occupancy, activity, building or other structure which is specifically enumerated as permissible by the regulations of the zoning district in which land is located.
- Use, Principal - The main or primary use of property or structures as permitted on such lot by the regulations of the district in which it is located.
- Xeriscape - An environmentally friendly landscape design approach where some or all of the following techniques are utilized: selecting low water demanding plants, grouping plants by their cultural needs, reducing turf areas, using turf types with low water requirements, using plants native to the region being designed, using mulches to cover soil and save moisture, irrigating by zoning plants together with similar water needs and by using efficient head layout and water distribution patterns, and performing regular maintenance to preserve the landscape and conserve water.

RESOLUTION

No. 2019-06

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2019-06

**APPROVING A COMPREHENSIVE AMENDMENT
TO THE 2534 DESIGN GUIDELINES**

WHEREAS, on November 1, 2004, the Town Council of the Town of Johnstown approved and adopted design guidelines for the 2534 Development (“2534 Design Guidelines”); and

WHEREAS, since the initial approval, the Town Council has approved amendments to the 2534 Design Guidelines, consistent with the evolving needs and desires of the 2534 Development; and

WHEREAS, the 2534 Master Association, a Colorado nonprofit corporation, submitted an application for a comprehensive amendment to the 2534 Design Guidelines; and

WHEREAS, the proposed amendments include, but are not limited to, revisions to: Section 1.4.3, expanding the types of permitted multi-family uses; Section 1.4.5, expanding the types of permitted retail uses; Section 1.4.7, expanding the types of permitted office uses; Section 2.3.5, providing new design standards for private drives; Section 3.2.3, removing procedures for certain easements; Section 3.2.6, adding new noise mitigation standards; Section 3.6.5, amending irrigation standards; Section 3.7.2, amending signage standards; Section 4.1.2, identifying consistent architectural features and material palettes in review of façade plans; Section 4.1.4, providing new design standards for outdoor family entertainment; Section 4.2.2, expanding architectural standards for office and flex uses; and Section 4.5.2, expanding design standards for multi-family uses; and

WHEREAS, the Planning and Zoning Commission held a public hearing on January 30, 2019, and unanimously voted to recommend approval of the proposed amendments to the 2534 Design Guidelines; and

WHEREAS, on February 20, 2019, the Town Council held a public hearing to consider the application and heard evidence presented by Town staff and the applicant; and

WHEREAS, based upon the evidence received at the public hearing, the Town Council finds that proposed amendments to the 2534 Design Guidelines are in the best interests of the Town.

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

Section 1. The amendments to the 2534 Design Guidelines presented to Town Council during the public hearing on February 20, 2019, in the form attached hereto and incorporated herein by reference as Exhibit A, are hereby approved and adopted.

Section 2. The 2534 Design Guidelines attached as Exhibit A shall be dated February 20, 2019, and shall be in full force and effect from and after the date of this Resolution.

PASSED, SIGNED, APPROVED, AND ADOPTED this __ day of _____, 2019.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

AGENDA ITEM 10B

**PUBLIC HEARING
ORDINANCE NUMBER 2019-155**

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2019-155

AN ORDINANCE AMENDING CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL CODE TO INCLUDE ARTICLE VIII CONCERNING ADOPTION OF A CROSS-CONNECTION CONTROL PROGRAM

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 13 of the Johnstown Municipal Code regulates municipal utilities, including the Town’s the public water system; and

WHEREAS, the Town’s Public Works Director recommends that the Town adopt a “Cross-Connection Control Program” to protect the Town’s public potable water supply from contamination or pollution resulting from backflow into the public water system, promote the elimination or control of existing cross-connections between potable and non-potable water systems, provide for the maintenance of a continuing program of cross-connection control and authorize the installation of backflow prevention devices when appropriate; and

WHEREAS, based on the recommendation of the Public Works Director, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 13 of the Johnstown Municipal Code to include Article VIII concerning the adoption of a “Cross-Connection Control Program.”

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

Section 1. Chapter 13 of the Johnstown Municipal Code is hereby amended to include Article VIII, which shall read as follows:

Article VIII Cross-Connection Control Program

Sec. 13-161 Purpose.

The purpose of this Article is to:

- (a) Protect the Town’s public potable water supply from the possibility of contamination or pollution by isolating within the Town’s customers’ internal distribution system such contaminants or pollutants which could backflow or back-siphon into the public water system;
- (b) Promote the elimination or control of existing cross-connections, actual or potential, between the Town’s customers’ on-site potable water systems and non-potable systems;

- (c) Provide for the maintenance of a continuing program of cross-connection control that will effectively prevent the contamination or pollution of potable water systems by cross-connection; and
- (d) Provide that backflow prevention devices within structures, building and appurtenant plumbing will be regulated by the Town's plumbing code, as adopted and in effect from time to time, and in accordance with this Article.

Sec. 13-162 Authority.

The Town, as the water purveyor, has the primary responsibility and authority for preventing water from unapproved sources, or any other substances, from entering the public potable water system, pursuant to the Town's Home Rule Charter and applicable federal and state laws and rules and regulations.

Sec. 13-163 Responsibility.

The Public Works Director, or such person's designee, shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection. If the Public Works Director determines that an approved backflow device is required at the Town's water service connection to any customer's premises, the Public Works Director shall give written notice to said customer to install an approved backflow prevention device at each service connection to such customer's premises. The customer shall install the approved device or devices at the customer's own expense within ninety (90) days of the receipt of the notice or the customer's water service may, in the Public Works Director's discretion, be discontinued until the proper device or devices are installed.

Sec. 13-164 Administration.

- (a) The Town, by and through its public works department, shall operate a "cross-connection control program," which includes, among other procedures, the provisions required by this Article and the required recordkeeping related to initial inspection, hazard level, initial device testing, yearly device testing and device replacement and similar measures.
- (b) Each property owner located in the Town or served by the Town's water system, or that has Town water facilities on such property, shall allow his or her property to be inspected for possible cross-connections, and such owner shall follow the provisions of the Town's cross-connection program if a cross-connection is permitted.

Sec. 13-165 General requirements.

The following requirements shall be met for all containment backflow prevention assemblies, required on identified hazardous cross connections:

- (a) Commercial, industrial, multi-family and institutional buildings shall have an approved reduced pressure zone assembly to isolate all building fixtures and taps from the Town's water distribution system.

- (b) Backflow prevention assemblies shall be installed in an accessible location to facilitate maintenance, testing and repair. Drawings must show various installations.
- (c) All backflow prevention assemblies shall be installed on the customer side, following the water meter, at a Town approved location.
- (d) It shall not be permissible to have connections or tees between the meter and service line backflow prevention assembly, unless approved in writing by the Town.
- (e) The valves associated with the backflow prevention device shall not be used as the inlet or outlet valve of the water meter. Test cocks shall not be used as supply connections.
- (f) In order to ensure that backflow prevention assemblies continue to operate satisfactorily, they shall be tested at the time of installation and on an annual schedule thereafter. Such test shall be conducted in accordance with American Society of Sanitary Engineering (A.S.S.E.) and/or University of Southern California, Foundation of Cross-Connection Control and Hydraulic Research (U.S.C. F.C.C.C. and H.R.) performance standards and field test procedures as directed by the Colorado Department of Public Health and Environment, as adopted and in effect from time to time.
- (g) All costs for design, installation, maintenance, repair and testing shall be borne by the customer.
- (h) All fire sprinkler systems shall conform to the applicable sections in the most-current edition of the National Fire Protection Association pamphlets and to the policies and procedures of, as appropriate, the Front Range Fire Rescue Fire Protection District or the Loveland Fire Recue Authority.
- (i) All identified hazardous cross-connections to the Town's water system shall conform to, or be brought into conformance with, the requirements of this Article within one year of adoption of this Article.

Sec. 13-166 Standards for backflow prevention assemblies.

Any backflow prevention assembly required herein shall be a model and size approved by the department of public works. Only approved backflow prevention assemblies shall be used. The term "approved backflow prevention assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the latest version of the Colorado Department of Public Health and Environment Cross-Connection Control Manual. Final approval shall be evidenced by a "certificate of approval" issued by an approved testing laboratory certifying full compliance with Colorado Department of Public Health and Environment standards and A.S.S.E. and/or U.S.C. F.C.C.C. and H.R. specifications. The following testing laboratories are qualified to test and certify backflow prevention assemblies, and an assembly being listed on their periodic approved list shall constitute meeting all of the above requirements:

1. A.S.S.E., American Society of Sanitary Engineering, 28901 Clemens Road, Suite 100, Westlake, Ohio 44145.
2. U.S.C. Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, OHE 430-D University Park-MC, 1453, Los Angeles, California 90089-14534.2.

In addition, the Public Works Director may provide written approval of testing laboratories other than the laboratories listed above.

Sec. 13-167 Installations.

The following requirements shall apply with respect to installation of any backflow prevention assembly:

- (a) Backflow prevention assemblies shall be installed in accordance with the specifications of the Town plumbing code, as adopted and in effect from time to time.
- (b) Backflow prevention assembly installations shall be inspected and approved for use by the building department.
- (c) All backflow assemblies shall be installed in the horizontal position unless a variance is obtained for other installation pursuant to the variance procedures applicable to the Town's plumbing code. Any variance granted may include specifications for vertical installation and may contain such other terms and conditions as are determined necessary by the director of public works or the chief building official.
- (d) A single check valve is not considered to be a backflow prevention assembly.
- (e) Reduced pressure backflow prevention devices shall be installed above ground. The unit shall be placed at least twelve (12) inches above finish grade to allow clearance for the repair work. A concrete slab at finish grade is recommended. Proper drainage shall be provided for the relief valve and drainage may be piped away from the location, provided that the valve and drain line are readily visible from above grade and provided that the relief valve is separated from the drain line by a minimum of double the diameter of the supply line. A modified vault installation may be used if constructed with ample side clearances. Precautions shall be taken to protect above ground installations from freezing and damage, and the Town may impose installation specifications upon an installation to protect the same from freezing or damage, and to protect the public water system and water supply.

Sec. 13-168 Testing and maintenance.

The following requirements shall apply with respect to testing and maintenance of cross-connection assemblies:

- (a) Identified hazardous cross connections (containment protection): The property owner and the customer at any premises where backflow prevention assemblies are installed shall obtain a certified test of the assemblies at least once per year. Such duty shall be a joint and several obligation of the property owner and the customer. If the Public Works Director deems the hazard to be great enough, the Public Works Director may, in his or her discretion, require certified inspections and testing at more frequent intervals. The certified tests shall be at the expense of the property owner and the customer and shall be performed by a certified technician approved by the Colorado Department of Public Health and Environment and the department of public works. In addition, an inspection of the assembly may be performed at any time pursuant to the right-of-entry procedures contained in Section 13-168 of this Article.

- (b) As necessary, the backflow prevention assembly shall be repaired or replaced at the expense of the property owner and the customer whenever the assembly is found to be defective. Records of all such tests, repairs or replacements shall be kept for three years by the property owner and the customer and the department of public works.
- (c) Existing backflow prevention assemblies shall be tagged by the technician performing the test at the completion of the test, showing the names of the technician and date of test.
- (d) All testing equipment used in the testing of backflow prevention assemblies shall be checked for accuracy yearly, or more often, and the proof of compliance shall be submitted to the department of public works upon request.
- (e) The department of public works retains the right to test or otherwise check the installation and operation of any containment assembly at any time to assure proper operation.

Sec. 13-169 Right of entry.

By previously arranged appointment and upon presentation of proper credentials, a department of public works representative shall have the right of entry to inspect any and all buildings or premises for the presence of cross-connections, for possible hazards relative thereto and for determining compliance with this Article. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of the customers throughout the Town's water distribution system. The property owner and the customer shall work cooperatively with the department of public works to schedule an inspection or be subject to the remedies set forth in Section 13-170. Questions regarding proper credentials should be directed to the Public Works Director.

Sec. 13-170 Violations.

- (a) Failure of a property owner or customer to cooperate in the installation, maintenance, testing or inspection of backflow prevention assemblies as required by this Article shall be grounds for the discontinuance of water service to the premises or the requirement of installation of an air-gap separation from the public potable water system.
- (b) The Public Works Director may discontinue water service to any premises within the Town if unprotected cross-connections exist on the premises. When a defect is found in an installed backflow prevention assembly, or if a backflow prevention assembly has been removed or bypassed, the Public Works Director may discontinue water service until such conditions or defects are corrected.
- (c) In the Public Works Director's judgment and discretion, the discontinuance of service may be summary, immediate and without written notice when such action is necessary to protect the purity of the public potable water supply, the safety of the water system or the health, safety and welfare of members of the public.
- (d) It shall be unlawful for any person to violate any provision of this Article. In addition to the discontinuance of water service or other action taken by the Public Works Director, a person who violates the provisions of this Article shall be subject to the penalties set forth in Section 1-62 of this Code. The Municipal Court is further authorized to enter orders for injunctive relief to require compliance with this Article.

Secs. 13-171—13-180. Reserved.

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

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2019.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
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

AGENDA ITEM 10C

**PUBLIC HEARING
ORDINANCE NUMBER 2019-156**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 20, 2019

ITEM NUMBER: 10C

SUBJECT: **First Reading** – Ordinance Number 2019-156, An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article X, Contractor Licenses

ACTION PROPOSED: **First Reading** - Approve the First Reading of an Ordinance to establish requirements for a Contractor's License

ATTACHMENTS: 1. Contractor's License Ordinance

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION:

Proposed is an ordinance which would require that contractors be licensed by the Town of Johnstown for construction projects that they perform. The license would be applicable for projects that require a building permit. Generally, but not all inclusive, this would include licensing by general contractors, electricians, plumbers, etc.

The purpose of this licensing requirement is to protect the citizens and also to protect the contractor's and their employees. The requirements include the need for the applicants to provide insurance and work comp verification as well as any applicable state licenses to ensure they're capable of performing the job. Recently, we have had a few instances where contractor's have not completed work for residents. Implementation of this licensing requirement will enable more effective tracking of the contractor and their licenses for the benefit of the community members.

LEGAL ADVICE:

The ordinance was reviewed and revised by the Town Attorney

FINANCIAL ADVICE:

The costs associated with administering this program will be minimal and predominantly soft costs. Any hard costs for supplies and applications would be covered directly by the fee imposed.

RECOMMENDED ACTION:

SUGGESTED MOTIONS:

For Approval:

I move to approve of the first reading of the ordinance amending Chapter 6 of the Johnstown Municipal Code to include Article X, Contractor Licenses.

For Denial:

I move that we deny the ordinance amending Chapter 6 of the Johnstown Municipal Code to include Article X, Contractor Licenses.

Reviewed and Approved for Presentation:

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2019 -156

**AN ORDINANCE AMENDING CHAPTER 6 OF THE
JOHNSTOWN MUNICIPAL CODE TO INCLUDE
ARTICLE X, CONTRACTOR LICENSES**

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

WHEREAS, Chapter 6 of the Johnstown Municipal Code regulates licensing in the Town; and

WHEREAS, the Town's building official, ProCode, Inc., recommends that the Town adopt contractor licensing procedures and requirements to ensure that contractors doing business within the Town have the minimum qualifications and maintain adequate liability insurance to perform construction work in the Town; and

WHEREAS, based upon recommendation of the Town's building official, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 6 of the Johnstown Municipal Code to include Article X, Contractor Licenses.

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

Section 1. Chapter 6 of the Johnstown Municipal Code shall be amended to include Article X, Contractor Licenses, and shall read as follows:

ARTICLE X CONTRACTOR LICENSES

Sec. 6-181. Intent.

The intent and purpose of this Article is to ensure that contractors doing business within the Town have the minimum qualifications and maintain adequate liability insurance to perform construction by issuance of a contractor's license as set forth herein.

Sec. 6-182. General.

Except as delegated to the Town Manager herein, the Building Official shall administer the provisions of this Article. The Building Official may, with approval of the Town Manager, adopt reasonable rules and procedures for such purposes.

Sec. 6-183. Definitions.

For the purposes of this Article, the following terms shall have the following meanings:

Building Code means the International Building Code and all related uniform codes, including, but not limited to, the International Fire Code, International Plumbing Code and National Electrical Code as adopted by the Town in Chapter 18 of this Code and amended from time to time.

Building Official means the Building Official appointed by the Town Manager or, upon approval of the Town Manager, the Building Official's designee.

Building permit means the permit required by the Building Code adopted in Article II of Chapter 18 of this Code.

Code means the Johnstown Municipal Code.

Construction means the work, including the erection, alteration, demolition, movement, repair or remodeling, of any building or structure, or portion thereof, requiring a building permit pursuant to the Building Code and any work within the public ways or on any public facility in the Town.

Contractor means any person, firm, partnership, corporation, association, other organization or any combination thereof that performs construction work within the Town, unless otherwise specified in this Article.

Contractor's license means the license issued to a contractor performing construction work within the Town.

Employee means a person who is employed by a contractor to perform construction work that is paid a wage or salary and is eligible for Colorado workers' compensation insurance and unemployment insurance benefits. A worker who qualifies as an independent contractor under Colorado law is not considered an employee of a contractor.

Sec. 6-184. License Required.

- (a) Prior to performing construction work in the Town, a contractor shall obtain a contractor's license, except as otherwise permitted in this Article.
- (b) For any construction requiring a contractor's license, building permits shall only be issued to a property owner or to a contractor holding a contractor's license.

Sec. 6-184. Exemptions.

A contractor's license shall not be required for the following:

- (a) Construction that does not require a building permit.
- (b) Construction undertaken by the owner of a detached single-family dwelling and associated accessory buildings who personally performs construction on the dwelling and associated accessory buildings; provided that the owner may only commence construction on buildings located on a single parcel of real property in a 24-month period.
- (c) Construction undertaken by a person performing work as a contractor's employee on behalf of and in the name of the contractor holding a contractor's license.
- (d) Construction undertaken by a person performing work without pay or compensation of any kind who is supervised directly by a contractor holding a contractor's license.

Sec. 6-185. Building Official issuance of contractor license; variance by Town Manager.

- (a) The Building Official shall have the authority to issue contractor's licenses and, except as otherwise set forth herein, determine all matters related to the suspension or revocation of any contractor's license.
- (b) The Town Manager, in his or her discretion, is authorized to grant a variance from the terms of this Article in specific cases where the strict application of any provision of this Article would result in extraordinary practical difficulties or cause undue hardship or where, upon any other substantial reasonable basis, the Town Manager determines that a variance is warranted.

Sec. 6-186. Forms; fees; validity.

- (a) The Building Official shall prepare a contractor licensing application, which shall contain, among other potential requirements, the items required in Section 6-187, and is subject to approval of the Town Manager. The Building Official shall prepare any and all other forms necessary to satisfy the provisions of this Article, which are subject to approval of the Town Manager.
- (b) Prior to issuance of a contractor's license, the applicant shall complete the contractor licensing application.
- (c) The contractor shall pay a non-refundable fee of \$100.00, due and payable with the submission of the contractor licensing application, which fee shall be applied to offset the Town's costs associated with regulating the Building Code and administering the contractor licensing program.
- (d) A contractor's license is valid for a period of one year from the date of issuance, and may be renewed by payment of a renewal fee in the amount of \$100.00.
- (e) A contractor who performs construction prior to obtaining a contractor's license shall, in addition to the other remedies set forth in this Article, be required to pay an investigation fee in an amount equal to, and in addition to, the license fee, which fee shall be paid before a contractor's license may be issued.

Sec. 6-187. Application for contractor's license.

Prior to being issued any contractor's license, the applicant shall complete a contractor licensing application containing, among other potential requirements, the following information:

- (a) The applicant's business name, the names of all principals of the contractor, a current mailing address and telephone number.
- (b) A written summary documenting the applicant's relevant experience and identifying the last three construction projects. The Building Official may request references.
- (c) A copy of all licenses issued to the applicant by the State of Colorado.
- (d) Certificates of insurance setting forth the insurance maintained by the applicant for work performed within the Town, including, but not limited to, workers' compensation, builder's risk insurance, if any, and general liability coverage.
- (e) A signed statement by the applicant acknowledging the obligations associated with the contractor's license.

Sec. 6-188. Responsibilities of contractor.

The contractor shall observe the following standards:

- (a) The contractor shall obey all notices and orders issued by the Town Manager or the Building Official.
- (b) The contractor shall observe generally accepted safety standards.
- (c) The contractor shall maintain liability insurance and workers' compensation insurance as set forth in the contractor's application. Upon request, proof of insurance shall be provided to the Building Official.

- (d) Upon request, the contractor shall identify all subcontractors performing construction and contracting with the contractor.
- (e) The contractor shall maintain a current address and contact telephone number with the Building Official.
- (f) The contractor shall not proceed with construction until after the issuance of a building permit, and any other required permits, and shall obtain the required inspections and authorizations to proceed with the work authorized under the permit(s).
- (g) If a contractor is released from or abandons construction, the contractor shall immediately notify the Building Official in writing. No further work shall be done on a construction project until the Building Official is notified in writing of the intended resumption by an owner or a different contractor entitled to obtain a building permit and a contractor's license.

Sec. 6-189. Disciplinary procedures, violations and penalties.

- (a) Building Official. When the Building Official determines that a contractor has committed a violation of this Article, the Building Code or the Code, the Building Official may order a suspension or revocation of the contractor's license. Notification of the suspension or revocation shall be in writing and shall be delivered to the contractor by certified mail to the contractor's last known address, as contained on the contractor's application or as set forth in a written notice submitted subsequent to submission of the contractor's application, or by personal delivery to the contractor or to the contractor's representative at a construction project, and shall be effective within three days of mailing or upon personal delivery. The notification shall state in reasonable detail the essential facts and reasons for said action and shall advise the contractor of the right to submit a written appeal to the Town Manager within fifteen (15) days, setting forth in detail the basis of the appeal.
- (b) Town Manager. The Town Manager may, in his or her discretion, conduct a hearing or take any reasonable action to investigate the facts and circumstances giving rise to the Building Official's suspension or revocation of the contractor's license. The Town Manager shall have the power to affirm the suspension or revocation and take any other disciplinary action when the Town Manager determines that the contractor has committed any of the following:
 - (1) Knowing or deliberate disregard of this Article, the Building Code or the Code;
 - (2) Failure to comply with any lawful requirement of the Building Official;
 - (3) Misrepresentation of a material fact in obtaining a building permit or a contractor's license;
 - (4) Employing subcontractors to perform construction for which a contractor's license is required under this Article when such workers are neither employees nor exempt as defined under this Article; or
 - (5) Requesting repeated inspections when such inspections reveal that the work performed by the contractor fails to comply with the Building Code and such repeated noncompliance occurs in a manner or to an extent that demonstrates that the contractor either is negligent, not providing adequate supervision or not qualified to perform or supervise the work.

Within thirty (30) days of receipt of an appeal, the Town Manager shall provide notification to the contractor of the Town Manager's order. The notification shall be in writing and shall be delivered to the contractor by certified mail to the contractor's last known address, as contained on the contractor's application or as set forth in a written notice submitted subsequent to submission of the contractor's application, or by personal delivery to the contractor or to the contractor's representative, and shall be effective within three days of mailing or upon personal delivery. If the Town Manager affirms the suspension or revocations of the contractor's license, the notification shall state in reasonable detail the essential facts and reasons for said action and shall advise the

contractor of the right to submit a written appeal to the Town Council within fifteen (15) days, setting forth in detail the basis of the appeal.

- (c) Town Council. An appeal to the Town Council shall be in writing, filed with the Town Clerk and allege with particularity the errors and omissions contained in the Town Manager's order. The contractor shall, at that time of making such appeal, pay to the Town Treasurer a docket fee in the amount of fifty dollars (\$50.00). Written notice of the hearing shall be given to the contractor and to any other parties concerned at least five (5) days prior to the hearing. The contractor shall have the burden of proof on appeal. Within thirty (30) days of the hearing, the Town Council shall make its final determination and affirm, modify or reverse the Town Manager's order. The decision of the Town Council shall be final and conclusive, except as provided by the laws of the State of Colorado.
- (d) Effect of Revocation. When the contractor's license is revoked as set forth herein, the contractor shall not be granted another contractor's license without approval of the Town Manager. The Town Manager, in deciding whether to approve a new contractor's license, shall determine whether the contractor has demonstrated that any previous governmental disciplinary action has resulted in the rehabilitation of the contractor to good and disciplined character for lawful conduct as a contractor.
- (e) Enforcement. In addition to the suspension or revocation of a contractor's license as provided herein, any person violating any of the provisions of this Article shall be subject to the penalties set forth in Section 1-62 of the Code.

Secs. 6-190 - 6-199 Reserved.

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

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2019.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
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

AGENDA ITEM 10D

**PUBLIC HEARING
ORDINANCE NUMBER 2019-157**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 20, 2019

ITEM NUMBER: 10D

SUBJECT: *Public Hearing – Consider Ordinance No. 2019-157, an Ordinance Amending Chapter 10 of the Johnstown Municipal Code to Include Article XIV, Concerning Prohibited Residency of Sex Offenders; and Declaring an Emergency.

ACTION PROPOSED: Approve Ordinance No. 2019-157.

PRESENTED BY: Town Attorney and Chief of Police

AGENDA ITEM DESCRIPTION: Ordinance No. 2019-157 amends Chapter 10 of the Johnstown Municipal Code to include Article XIV, prohibiting certain narrowly characterized sex offenders from residing within 300 feet of a school, school bus stop, park, licensed day care center, recreation center or swimming pool.

The Johnstown Police Department reports that the recidivism rate for released sexual predators and specified sex offenders is high, particularly among persons who commit crimes against children. Johnstown is an attractive place of residence for families with children. Because children congregate more frequently without adult supervision at schools, school bus stops, parks, licensed day care centers, recreation centers or swimming pools, to provide for the maximum protection of the health, welfare, peace and safety of the children, the Police Department recommends that the Town adopt practical restrictions prohibiting certain sex offenders from residing in close proximity to those locations. The Police Department recommends that the restrictions apply to: (1) sexually violent predators pursuant to C.R.S. §18-3-414.5, where at least one victim was under the age of eighteen and to: (2) sexual offenders required to register under the Colorado Sex Offender Registration Act, Article 22, Title 16, C.R.S. (“SORA”), based on: (a) conviction of a felony where the victim was under the age of eighteen; (b) multiple convictions where at least one victim was under the age of eighteen; and (c) convictions relating to multiple victims where at least one victim was under the age of eighteen.

Pursuant to Section 4.7 of the Town’s Home Rule Charter, Town Council may adopt Ordinance No. 2019-157 as an emergency measure for the immediate preservation of the health, welfare, peace and safety of the public and the citizens of the Town. As an emergency measure, the Ordinance would take effect immediately upon the affirmative vote of five (5) Councilmembers. The Town Clerk remains obligated to publish the Ordinance.

LEGAL ADVICE: Ordinance No. 2019-157 was prepared by the Town Attorney. C.R.S. 16-22-108(1)(a)(I) provides that a law enforcement agency is not required to accept a registration under SORA if the residency violates a “local ordinance.” In 2016, in *Ryals v. City of Englewood*, 364 P.3d 900 (2016), the Colorado Supreme Court ruled that a similar ordinance adopted by the City of Englewood was valid. In 2017, in *Millard v. Rankin*, 265 F.Supp.3d 1211 (D. Colo. 2017), addressing a slightly different issue, the U.S. District Court ruled that, as the Colorado Sex Offender Registration Act, Article 22, Title 16, C.R.S., applied to three specific individuals, the Act was unconstitutional. Upon information and belief, the case is on appeal to the 10th Circuit.

FINANCIAL ADVICE: N/A.

RECOMMENDED ACTION: Approve Ordinance No. 2019-157 as an emergency measure.

SUGGESTED MOTION:

For Approval: I move to approve Ordinance No. 2019-157, an Ordinance Amending Chapter 10 of the Johnstown Municipal Code to Include Article XIV, Concerning Prohibited Residency of Sex Offenders; and Declaring an Emergency.

For Denial: I move to deny approval of Ordinance No. 2019-157.

Reviewed:

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2019 - 157

**AN ORDINANCE AMENDING CHAPTER 10 OF THE
JOHNSTOWN MUNICIPAL CODE TO INCLUDE
ARTICLE XIV, CONCERNING PROHIBITED RESIDENCY
OF SEX OFFENDERS; AND DECLARING AN
EMERGENCY.**

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

WHEREAS, Chapter 10 of the Johnstown Municipal Code regulates general offenses in the Town; and

WHEREAS, based upon a report of the Johnstown Police Department, the Town Council recognizes that the recidivism rate for released sexual predators and specified sex offenders is high, particularly among persons who commit crimes against children; and

WHEREAS, the Town Council finds that the Town is an attractive place of residence for families with children; and

WHEREAS, the Town Council recognizes that children congregate more frequently without adult supervision at schools, school bus stops, parks, licensed day care centers, recreation centers and swimming pools; and

WHEREAS, to provide for the maximum protection of the health, welfare, peace and safety of the children, the citizens of the Town, and the public, the Town Council deems it to be in the best interests of the Town and its citizens to prohibit the residency of sex offenders in certain locations in the Town; and

WHEREAS, the Town has narrowly tailored the prohibitions in this Ordinance to address sexually violent predators pursuant to C.R.S. §18-3-414.5, as amended from time to time, where at least one victim was under the age of eighteen and sexual offenders required to register under the Colorado Sex Offender Registration Act, Article 22, Title 16, C.R.S., as amended from time to time, based on: (1) conviction of a felony where the victim was under the age of eighteen; (2) multiple convictions where at least one victim was under the age of eighteen; or (3) convictions relating to multiple victims where at least one victim was under the age of eighteen; and

WHEREAS, based upon recommendation of the Town's Police Department and the recognitions set forth herein, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 10 of the Johnstown Municipal Code to include Article XIV, Prohibited Residency of Sex Offenders.

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

Section 1. Chapter 10 of the Johnstown Municipal Code shall be amended to include Article XIV, Prohibited Residency of Sex Offenders, and shall read as follows:

ARTICLE XIV – Prohibited Residency of Sex Offenders.

Sec. 10-271. Findings and intent.

- (a) The Town Council finds that sexual predators and specified sex offenders who prey on children pose an extreme threat to public safety. Sexual predators and specified sex offenders endanger society by exposing a particularly vulnerable population, children, to extreme harm. Removing such persons from the regular proximity of places where children are located and limiting the frequency of contact between sexual predators and specified sex offenders and children will reduce the opportunity and risk for offenses against children to be committed.
- (b) This Article is intended to serve the Town's compelling interests to promote, protect and improve the health, safety and welfare of the public by creating areas, around locations where children regularly gather in concentrated numbers, where sexual predators and specified sex offenders are prohibited from establishing either temporary or permanent residence while still recognizing the need for safe and adequate housing for those individuals who are released to the community by state authorities.

Sec. 10-272. Definitions.

For the purpose of this Article, the following terms shall have the following meanings:

Licensed day care center means a child care center or a family child care home licensed by the State of Colorado.

Park means any public park, including playgrounds.

Permanent residence means a place where a person abides, lodges or resides for five (5) or more consecutive days.

Recreation center means a publicly owned recreation or sports center.

School means any public, private, parochial, charter or other school attended by students under the age of eighteen (18), except for home schools.

Sexual predator means any person age eighteen (18) or older who has been found to be a sexually violent predator pursuant to the applicable provisions of Title 18, C.R.S., as amended from time to time, related to a conviction where at least one (1) victim was a minor under the age of eighteen (18).

School bus stop means any public or private school bus stop designated or approved by a school district.

Specified sex offender means any person required to register under the Colorado Sex Offender Registration Act, Article 22, Title 16, C.R.S., as amended from time to time, and:

- a. Who has been convicted of a felony for an offense requiring registration where the victim was under the age of eighteen (18); or
- b. Who has multiple convictions for offenses requiring registration where at least one (1) victim was under the age of eighteen (18); or

- c. Whose offenses requiring registration involved multiple victims and at least one (1) victim was under the age of eighteen (18).

Swimming pool means a publicly owned water-filled structure used for the purpose of swimming or other water activities. *Swimming pool*, as used in this Article, shall not include any water-filled structures that are not publicly owned.

Temporary residence means a place where a person abides, lodges or resides for a period of five (5) or more days in an aggregate calendar year and which is not the person's permanent residence, or a place where a person routinely abides, lodges or resides for a period of five (5) or more consecutive or nonconsecutive days in any month and which is not the person's permanent address.

Sec. 10-273. Prohibition.

- (a) It shall be unlawful for a sexual predator or a specified sex offender to establish a permanent or temporary residence within three hundred (300) feet of any school, school bus stop, park, licensed day care center, recreation center or swimming pool in the Town.
- (b) It shall be unlawful to let or rent any portion of any property, room, place, structure, trailer or other vehicle to a sexual predator or specified sex offender with the knowledge that it will be used as a permanent or temporary residence in violation of this Article.

Sec. 10-274. Exceptions.

- (a) A sexual predator or specified sex offender is not guilty of a violation of Section 10-273 above if:
 - (1) The sexual predator or specified sex offender had established the permanent or temporary residence prior to the effective date of this Article; provided, however, that this exception shall not apply if the sexual predator or specified sex offender was convicted of offenses identified in Section 10-272 above, for which registration under the Colorado Sex Offender Registration Act is required, after the effective date of this Article;
 - (2) The sexual predator or specified sex offender is placed in the residence pursuant to a State-licensed foster care program; or
 - (3) The school, park, licensed day care center, recreation center or swimming pool was opened, or the school bus stop was designated, after the sexual predator or specified sex offender established such person's permanent or temporary residence.
- (b) A person who lets or rents any portion of any property, room, place, structure, trailer or other vehicle to a sexual predator or specified sex offender with the knowledge that it will be used as a permanent or temporary residence in violation of this Article is not guilty of a violation of Section 10-273 above if:
 - (1) The person let or rented the property, room, place, structure, trailer or other vehicle to the sexual predator or specified sex offender prior to the effective date of this Article;
 - (2) The person lets or rents the property, room, place, structure, trailer or other vehicle to a sexual predator or specified sex offender pursuant to a State-licensed foster care program; or
 - (3) The person let or rented the property, room, place, structure, trailer or other vehicle to the sexual predator or specified sex offender prior to the opening of a school, park, licensed day care center, recreation center or swimming pool, or prior to the designation of a school bus stop.

Sec. 10-275. Measurement.

For purposes of determining the minimum distance separation required herein, the measurement shall be made by following a straight line from the outer property line of the property on which the

school, school bus stop, park, licensed day care center, recreation center or swimming pool is located to the nearest point on the outer property line of the property on which the permanent or temporary residence is located.

Sec. 10-276. Penalties.

A person who violates the provisions of this Article shall be subject to the penalties set forth in Section 1-62 of this Code.

Secs. 10-276—10-280. Reserved.

Section 3. Emergency Declaration. The Town Council finds and declares that an emergency exists based on the facts contained in the recitals set forth above and that this Ordinance is necessary for the immediate preservation of the health, welfare, peace and safety of the public and the citizens of the Town.

Section 4. Effective Date and Publication. The procedures set forth in Section 4.6(A) of the Town Charter and corresponding provisions of the Johnstown Municipal Code requiring a second reading of an ordinance prior to final adoption are hereby suspended. Pursuant to Section 4.7 of the Town's Home Rule Charter, this Ordinance shall take effect immediately upon the affirmative vote of five (5) Councilmembers. This Ordinance, as adopted by the Town Council, shall be published and shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor, or Mayor Pro Tem, and the Town Clerk.

INTRODUCED, PASSED AND ADOPTED AS AN EMERGENCY MEASURE on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2019, by a vote of five (5) Councilmembers of the Town Council of the Town of Eaton.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor


WORK SESSION

YMCA FACILITY AGREEMENT

Law Office of Avi S. Rocklin, LLC
ATTORNEY AT LAW
1437 N. DENVER AVENUE, #330
LOVELAND, CO 80538
PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

MEMORANDUM

TO: Honorable Mayor and Council Members

FROM: Law Office of Avi S. Rocklin, LLC 

DATE: January 16, 2019

RE: YMCA Facility Management Agreement

The key provisions of the proposed Facility Management Agreement (“Agreement”) with the YMCA related to the management, operation and maintenance of the Johnstown community recreation center (“Facility”) are as follows:

- The Agreement will be effective approximately 6 months prior to the date that the Facility opens to the public and will terminate on December 31, 2031. The Agreement will thereafter automatically renew for ten year terms. The Agreement may be terminated by providing 18 months’ notice prior to the end of a term. If the Town were to terminate without providing 18 months’ notice, the Town would be required to pay a penalty in the amount of 15.3% of the Facility Expenses. *See* Article 8.
- The Facility Expenses will be paid from Facility Revenue and the Operating Subsidy and include an administrative fee payable to the YMCA in the approximate amount of 15.3% of the overall expenses. “Facility Revenue” means all revenues of any sort earned or derived from activities and services offered at the Facility and includes grants and donations. “Operating Subsidy” means \$500,000 per year payable by the Town to the YMCA in monthly installments of \$41,666, except that the Operating Subsidy will be less during the first six months of the Agreement when the Facility is not yet open to the public. The Facility Revenue and Operating Subsidy are collectively referred to as the “Operating Funds.” *See* Article 2.
- The YMCA will prepare an annual budget and provide the budget to the Town by October 1 of each year, and will obtain annual audits. The YMCA agrees to operate the Facility in a commercially reasonable manner and to endeavor to remain within the budgeted amounts. The YMCA will maintain accounting records that reflect the revenues and expenses related specifically to the Facility and provide monthly reports to the Town containing financial information related to the Facility. *See* Article 6.
- If the Facility Revenue and the Operating Subsidy are not sufficient to cover the Facility expenses, the YMCA will advise Town staff. If the YMCA and staff are not able to reach agreement, the matter will be presented to Town Council. The YMCA will not be obligated to contribute its own funds toward the Facility Expenses. After three full operational years, in 2024, the parties are obligated to meet to discuss the Operating Subsidy and whether it should be

adjusted based on actual Facility Revenue and Facility Expenses. If Town Council is not agreeable to an adjustment reasonably satisfactory to the YMCA, the YMCA would be entitled to terminate the Agreement. *See* Paragraph 6.2.

- If the Facility Revenue and the Operating Subsidy are more than sufficient to cover the Facility Expenses, the YMCA will be entitled to retain 21.3% of the difference between \$500,000 and the actual Operating Subsidy as an incentive bonus. Any other surplus funds may be returned to the Town or used as otherwise directed by the Town. *See* Paragraph 6.2.
- If the Town obtains new tax revenue earmarked to pay for or offset the Facility Expenses, the Agreement may be renegotiated. *See* Paragraph 6.6.
- The Town will purchase and own the initial furniture, fixtures, computers, IT system, telephones, fitness equipment (except that certain equipment may be leased), security system and related items. The YMCA will replace the items from the Operating Funds. *See* Article 4.
- The YMCA will pay for the routine maintenance of the Facility, including the exterior, from the Operating Funds. The Town will be responsible for non-routine maintenance, which includes items that cost more than \$2,500 to repair or replace and extend the life of the item beyond one-year. *See* Paragraph 5.1.
- The Agreement contains a standard non-appropriation provision. The YMCA seeks a penalty if the Town fails to appropriate in the amount of 15.3% of the Facility expenses. Under current law, a penalty for failure to appropriate is void. The YMCA, however, requests that the penalty provision remain in the Agreement. *See* Paragraphs 8.5 and 12.9.
- The Facility personnel will be YMCA employees subject to YMCA policies and procedures. *See* Paragraph 5.1(e).
- While the Town will have an opportunity to provide input, the YMCA will prepare programming and membership information in its discretion and as it deems best. *See* Paragraph 5.1(h) & (i).
- The Town will be entitled to use the Facility up to 12 times per year for Town-related events without incurring an additional cost and may, upon agreement of the YMCA, use the Facility on additional occasions *See* Paragraph 5.1(i)(5).
- CIRSA reviewed and approved the insurance/indemnity provisions. *See* Article 7.

FACILITY MANAGEMENT AGREEMENT

BETWEEN

THE TOWN OF JOHNSTOWN, COLORADO

AND

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
D/B/A YMCA OF NORTHERN COLORADO

DATED: _____, 2019

This FACILITY MANAGEMENT AGREEMENT (the "Agreement"), dated as of _____, 2019, is made by and between the **TOWN OF JOHNSTOWN, COLORADO (the Town)**, a _____ Town of the State of Colorado, and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BOULDER VALLEY, d/b/a YMCA of Northern Colorado (the "YMCA")**, a Colorado non-profit corporation, through its Board of Directors. Said "**Parties**" or a "**Party**," intending to be legally bound, and for the mutual benefits and good and sufficient considerations set out below, hereby agree as follows:

RECITALS

A. The Town is constructing a community recreation center consisting of approximately 64,000 square feet to provide its citizens a facility for recreation, meeting space and other traditional and progressive recreational and community service programs ("Facility"), which is anticipated to be completed on or about November of 2019.

B. The YMCA has extensive experience in the areas of recreation and family-based community programs and is committed to building strong kids, strong families and strong communities.

C. The YMCA has the resources, expertise and experience necessary to assist the Town in the management and operation of the Facility, and is ready, willing and able to provide the services contemplated herein.

D. On May 15, 2017, the Town and the YMCA entered into a Memorandum of Understanding, wherein the YMCA agreed to provide consulting services to the Town relating to the design and construction of the Facility ("MOU").

E. Until the Effective Date of this Agreement, as defined below, the Town and the YMCA intend to continue operating under the MOU. Upon the Effective Date, the Town and the YMCA desire to operate under this Agreement, providing for the exclusive management and operation of the Facility by the YMCA as set forth herein.

F. The Town and the YMCA intend to share responsibilities reasonably and in good faith with a mutual intent to promote public welfare through the provision of recreation programs at the new community recreation center owned by the Town and managed by the YMCA as set out in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 RECITALS

1.1 Recitals. The Recitals are incorporated as if fully set forth herein.

ARTICLE 2 DEFINITIONS

2.1 Definitions. In addition to other terms defined in this Agreement, the following terms shall have the meanings specified below for purposes of this Agreement

“Effective Date” means the date that this Agreement shall be effective and shall be set forth on the Effective Date Amendment, as defined herein.

“Facility Fiscal Year” means a year beginning January 1 and ending on the following December 31.

“Facility Revenues” means all revenues and funds, of any sort, earned or derived from activities and services offered at the Facility. Facility Revenues include, but are not limited to, membership fees, program fees, donations provided or restricted to the Town or the Facility, grants provided or restricted to the Town or the Facility, Facility rental fees, preschool fees, personal trainer fees and other incidental revenue. Facility Revenues do not include capital gifts provided to the Town or the Facility, which shall be Town property.

“Facility Expenses” means all costs and expenses necessary to manage and operate the Facility. The Parties anticipate that the YMCA will charge an administrative fee totaling 15.3% of the costs and expenses related to the management and operation of the Facility, which amount is subject to subsequent periodic review and adjustment at least every three (3) years (“Administrative Fee”). The Parties anticipate that the Administrative Fee may decrease over time if, among other reasons, the YMCA manages additional operations. The Administrative Fee is included in the Facility Expenses and will be paid from the Operating Funds.

“Operating Funds” means the Facility Revenues and the Operating Subsidy needed to fund Facility Expenses during a given Facility Fiscal Year.

“Operating Subsidy” means the Operating Funds less the Facility Revenues and shall not exceed \$500,000 per Facility Fiscal Year, except as otherwise permitted herein.

ARTICLE 3 **EFFECTIVE DATE AND TERM**

3.1 **Effective Date.** The Parties shall continue to operate under the MOU until approximately six (6) months prior to the opening of the Facility. When the Parties are prepared to operate pursuant to this Agreement, the Parties shall execute a written amendment setting forth the Effective Date of the Agreement, in the form attached hereto and incorporated herein by reference as Exhibit A (the “Effective Date Amendment”). The Town Manager may execute Exhibit A on behalf of the Town.

3.2 **Initial Term.** This Agreement shall commence on the Effective Date and shall terminate as of midnight on December 31, 2031 (the “Term”).

3.3 **Renewal Term(s).** Unless one party gives written notice to the other at least eighteen months prior to the end of the Term, or any renewal term then in effect, terminating this Agreement, then this Agreement shall automatically renew for additional ten (10) year terms upon the same terms and conditions as those set forth in this Agreement. “Term” shall include the then current renewal term.

ARTICLE 4 **FURNITURE, FIXTURES, COMPUTERS AND FITNESS EQUIPMENT**

4.1 **Furniture.** The Town shall purchase and own the furniture for the Facility. Prior to purchasing the furniture, the Town shall confer with the YMCA and the YMCA shall provide advice, based on its experience and expertise, regarding the furniture to be purchased. The Town shall take into

consideration the YMCA's recommendations and endeavor, without guaranteeing, to purchase the furniture recommended by the YMCA.

4.2 Fixtures. The Town shall purchase and own the fixtures for the Facility.

4.3 Computers and Telecommunications Equipment. The Town shall purchase and own the computers and telecommunications equipment for the Facility and ensure that such equipment is compatible with the YMCA's existing carrier infrastructure. Prior to purchasing such equipment, the Town shall confer with the YMCA and the YMCA shall provide advice, based on its experience and expertise, regarding the computers and telecommunications equipment to be purchased. The Town shall take into consideration the YMCA's recommendations and endeavor, without guaranteeing, to purchase the computers and telecommunications equipment recommended by the YMCA.

4.4 Exercise, Recreation and Sports Equipment. Except as set forth below, the Town shall purchase and own the exercise, recreation and sports equipment ("Wellness Equipment") for the Facility. Prior to purchasing the Wellness Equipment, the Town shall confer with the YMCA and the YMCA shall provide advice, based on its experience and expertise, regarding the Wellness Equipment to be purchased. The Town shall take into consideration the YMCA's recommendations and endeavor, without guaranteeing, to purchase the Wellness Equipment recommended by the YMCA.

Notwithstanding the foregoing, upon conferral with the Town as to the type and quantity, the YMCA may lease certain equipment ("Leased Wellness Equipment"). At this time, the Parties anticipate that the YMCA may lease the major cardiovascular and strength equipment. Within ninety (90) days after the Effective Date, the Parties shall set forth a list of the agreed-upon Leased Wellness Equipment, in the form attached hereto and incorporated herein by reference as Exhibit B. The Town Manager may execute Exhibit B on behalf of the Town. The cost of the Leased Wellness Equipment shall be paid from the Operating Funds. If this Agreement terminates for any reason, the YMCA shall endeavor to assign the leases to the Town and the Town shall, absent extraordinary circumstances, such as unacceptable or overly burdensome lease terms, assume the obligations thereunder.

4.5 Alternative Purchasing Arrangement: With respect to the purchases set forth in this Article 4, to the extent the YMCA is able to obtain a cost savings due to its existing relationships with vendors, the YMCA shall endeavor to pursue such cost savings on behalf of the Town. If the Town is not able to purchase the items directly from the vendors to achieve such cost savings, upon written approval of the Town, the YMCA agrees to purchase the items on behalf of the Town. The YMCA shall submit invoices to the Town for the purchases, and the Town shall pay or reimburse the same within forty-five (45) business days of the Town's receipt thereof.

4.6 Timing of Purchase; Removal of Items. Except for the Leased Wellness Equipment, the Town shall purchase the items set forth in this Article 4 in a timely manner so that they are delivered at least thirty (30) days prior to the opening of the Facility. The YMCA shall lease the Leased Wellness Equipment in a timely manner so that they are delivered at least thirty (30) days prior to the opening of the Facility. Upon termination or expiration of this Agreement, except for the Leased Wellness Equipment that is not otherwise assigned to the Town as set forth in Section 4.4, the items described in this Article 4 shall not be removed from the Facility.

4.7 Replacement. Subsequent to the initial purchase, the YMCA, shall replace any of the items described in this Article 4 from the Operating Funds. The Town shall own the replacement items.

ARTICLE 5
MANAGEMENT AND OPERATION

5.1 Management and Operation by YMCA. Subject to the terms and conditions of this Agreement, including receipt of the payments described herein, the YMCA shall provide services as an independent contractor to the Town with respect to the management and operation of the Facility during the Term, as more particularly set forth in this Agreement, including:

a. Facility Management. The YMCA shall manage and operate the Facility, including the provision of programs and services, in accordance with the YMCA's general operating standards and procedures, and the rules, regulations and member standards adopted by, as amended from time to time, Y-USA. The YMCA shall have the exclusive right to operate the Facility and shall be solely responsible for the programs and services offered by it at the Facility and any services provided by the YMCA off the premises of, but incidentally related to, the Facility.

The YMCA agrees to operate the Facility generally during hours in accordance with similar facilities operated by the YMCA. Notwithstanding the foregoing, such hours and manner of operations may be reasonably adjusted on a temporary basis from time-to-time by the YMCA based on weather and demand for services at the Facility, upon prior written notice to the Town.

The YMCA may establish rules and regulations governing the use of the Facility (such as those set forth in a membership handbook, staff manual, operating policy and procedures or Y-USA guidelines). At least thirty (30) days prior to the implementation of rules and regulations, the YMCA shall provide a copy to the Town for review and comment.

b. Routine Maintenance and Repair. The YMCA shall be responsible for routine maintenance of the Facility. Routine maintenance shall mean, but necessarily be limited to, regular, normal upkeep in support of preventive maintenance and minor repair of the Facility and the associated equipment, as necessary to keep or return it to its intended use or prevent further damage. Such upkeep, maintenance and minor repair shall also include, but, not be limited to, changing of filters; removal of waste; adding consumables to the pool equipment; maintenance of and repairs to the heating and air conditioning system (HVAC); maintenance of and repairs to the plumbing system; maintenance of and repairs to any other appliance, equipment, fixture or device in the Facility; and replacement of electric lights inside and outside the Facility. The YMCA shall coordinate with the Town to utilize appropriate contractors for repairs while materials and equipment are under warranty. The YMCA shall also provide janitorial and custodial services for the Facility and shall maintain all vending machines within the Facility. The cost of all labor and materials with respect to the routine maintenance set forth herein shall be the YMCA's responsibility.

c. Exterior and Site Maintenance. The YMCA shall be responsible for, and shall maintain in good, safe and operable condition, the exterior of the Facility, as well as all maintenance, upkeep, security, pursuant to Section 5.2(c) below, and other obligations and liabilities regarding the exterior of the Facility, which shall include all exterior maintenance, including, but not limited to lawn care, snow removal, fences, roofs, roofing membrane and parking lot and lighting maintenance.

d. Building and Equipment Maintenance. The YMCA's responsibilities shall include day-to-day maintenance of the Facility, its major systems, and all improvements located thereon, including all storm and sanitary sewers, gas, water, telephone, electrical facilities and other utilities, which shall be kept in good order, repair and operating condition. Except as provided in

Section 5.2 below, the YMCA shall promptly make all necessary repairs, replacements, renewals, alterations and additions to the Facility and all improvements to the fixtures and equipment located thereon, to Town standards, as articulated by the Town, and to YMCA brand standards and expectations. The YMCA shall, including other obligations, upgrade the Facility and all improvements and appurtenances located in the Facility to accommodate a change in function or purpose, new technology, or to make the Facility compliant with changes in laws, regulation, codes or standards. The YMCA shall make foundation and structural repairs, including, but not limited, to those required to keep the Facility and all other improvements and appurtenances located in the Facility operable in a safe manner, such as, but not limited to, upgrades or improvements to the roof, walls, supporting structures, pipes, heating/air-conditioning system, plumbing system, windows, glass, doors, surveillance and security equipment, fixtures, swimming pools, parking lots and all fixtures and other miscellaneous equipment necessary for the YMCA's operation of the Facility.

All repairs and alterations on buildings and fixtures shall be and remain the sole and exclusive property of the Town.

e. Personnel. The YMCA shall be responsible for the management, supervision, hiring and discharge of all staff employed at the Facility. Without limitation, the YMCA shall employ welcome desk staff, instructors, fitness center attendants, swim instructors, lifeguards, supervisory personnel, maintenance personnel and other personnel necessary to operate the Facility. With input from the Town, the YMCA shall employ a Facility Director to manage the Facility. YMCA employees shall receive benefits pursuant to the personnel policies developed for the Facility based on YMCA Association policy. Such benefits shall include, but are not limited to, worker's compensation and unemployment insurance.

f. Supplies. The YMCA shall be responsible for purchasing and paying for all consumable supplies related to the operation of the Facility.

g. Utilities. The YMCA shall be responsible for paying the utility costs associated with the normal operation of the Facility, including, but not limited to: electric, water, gas, sewer, phone, cable and refuse disposal.

h. Membership and Program Fees. The YMCA shall determine the membership fees for each level of membership and the program fees based upon the cost of program delivery. The YMCA shall endeavor to ensure that the membership fees support the possibility of membership for all members of the public regardless of income and, if deemed appropriate, may employ a graduated membership fee structure based on income level. The YMCA agrees to consider, in its discretion, providing a discounted membership fee to Town employees. At least thirty (30) days prior to the implementation of the membership fee schedule, the YMCA shall provide such schedule to the Town. The YMCA shall keep the Town apprised of membership information in its Monthly Reports, as defined below.

i. Facility Programs.

1. Traditional Programs. The YMCA shall offer traditional YMCA programs and services at the Facility. The YMCA shall provide swimming instruction, water fitness activities, and other swimming related activities and offer classes and instruction for aerobics, strength training, cardiovascular workouts and stretching.

2. Non-Traditional Programs. In addition to the traditional programs, the YMCA may offer, but is not required to offer, non-traditional programs including, but not limited to, birthday parties, family programming, senior programming and teen services. In any event, the Facility shall be available to the public to rent for birthday parties, family events, senior programs and teen programs.
3. Community Programs. The YMCA may offer community programs that involve incidental utilization of the Facility. These programs may include, but are not limited to, youth sports, camping, summer child care and educational pre-school. Upon written notice and approval of the Town, which shall be provided absent a scheduling conflict, the YMCA shall have access to all Town parks to run such programs, at no additional fee to the YMCA.
4. Cost of Participation in Facility Programs. In its discretion, the YMCA shall determine the cost of the traditional, non-traditional and community programs. Such costs shall be paid by the program participants directly to the YMCA and be part of the Facility Revenues.
5. Town Use of Facility. The Town, in its discretion and subject to availability, may use the Facility to hold Town events and functions twelve (12) times per year without payment of a fee and may, upon agreement of the YMCA, use the Facility on additional occasions.
- j. Informational Meetings. Upon request of the Town, the Parties shall conduct informational meetings to discuss the status of the Facility, the programs and fees offered to members of the public and any other matters related to the operations and management of the Facility. The Parties anticipate that such discussions will, in any event, occur during the budgeting process.
- k. Financials. The YMCA shall keep separate financials for the Facility and such financials shall be available to the Town upon reasonable request.
- l. Marketing. The YMCA shall coordinate and produce basic membership and program marketing material, and the Town agrees to support such marketing efforts. Unless otherwise agreed, the Facility shall be named the "Johnstown Community YMCA." In signage and marketing material, the YMCA may indicate that the Facility is owned by the Town and operated by the YMCA. Notwithstanding the foregoing, the Town reserves the right to sell naming rights to the Facility, to either a major individual or corporate donor. If the Town desires to sell the naming rights and omit the reference to the "YMCA," the Town shall be required to obtain the YMCA's prior written approval.
- m. Software Systems. The YMCA shall be responsible for all software programs for the computer system, including, but not limited to, SaaS products such as personnel and payroll software, financial and accounting software and membership and programming software.
- n. Illegal Use Prohibited. The YMCA may not use, or permit the use of, the Facility, or any part thereof, for any use or purpose that violates any applicable law, regulation or ordinance.
- o. Inspections. The YMCA shall permit the Town and the Front Range Fire Rescue Authority to inspect the Facility at all reasonable times and make modifications necessary to comply with any applicable law, regulation or ordinance.

5.2 Service Provided by the Town. The Town shall provide the following services:

a. Telephone. The Town shall install a standard phone line and handsets for the Facility for use by the YMCA. The YMCA may, in its discretion, install additional phone lines or phone systems. Once installed and operative, the YMCA shall maintain the phone lines and pay the associated fees for the phone system. Upon expiration or termination of this Agreement, (i) the Town, if appropriate, will be responsible for terminating its telephone services for the Facility, including fire and security alarm phone line services, and will cover any associated termination fees, and (ii) the YMCA will be responsible for terminating its telephone services for the Facility and will cover any associated termination fees.

b. Information Technology ("IT") System. The Town shall purchase and own a computer hardware system and/or provide wireless internet connections for the Facility for use by the YMCA. Such systems will be consistent with Town's standard configurations as if the Town were operating the Facility and will meet the YMCA's minimum operating requirements. In its discretion, the YMCA may enhance the minimum operating requirements. Once purchased and operative, the YMCA shall maintain the computer hardware systems. Upon expiration or termination of this Agreement, (i) the Town, if appropriate, will be responsible for terminating its IT services for the Facility, including fire and security alarm phone line services, and will cover any associated termination fees, and (ii) the YMCA will be responsible for terminating its IT services for the Facility and will cover any associated termination fees.

c. Security System. The Town shall provide an operating security system for the Facility, to include video surveillance across the Facility, including, but not limited to, cameras for the parking lots and child care areas, and, if appropriate, contract with a third-party provider for the required security system monitoring and maintenance services. Once installed and operative, the YMCA shall pay the associated fees for the security system.

d. Non-Routine Maintenance. The Town shall be responsible for the non-routine maintenance of the Facility, which, if the cost to repair or replace the item exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and extends the life of the item beyond one-year, shall include: (1) the major repair and replacement of the HVAC system, plumbing system, boiler, air handler, chiller, pipes, fire alarm panel or electrical panel; (2) foundation, walls and structural repairs; (3) roof repairs and replacement; and (4) capital expenditures and improvements necessary to safely maintain the Facility. Notwithstanding the foregoing, the YMCA shall be responsible for the routine maintenance of the Facility even if the cost of the maintenance of any particular item exceeds Two Thousand Five Hundred Dollars (\$2,500.00).

ARTICLE 6

FINANCIAL CONSIDERATIONS

6.1 Fiscally Sound Operation. The YMCA shall use commercially reasonable best efforts to operate the Facility in a fiscally sound manner to achieve break-even or surplus status during each year of the Term. All of the YMCA's obligations under this Agreement are intended to be paid for by the Operating Funds. The Parties anticipate and agree that the YMCA shall endeavor to operate the Facility with funds derived solely from the Facility Revenues and, if such revenues are not sufficient, then from the Operating Subsidy. The YMCA shall not be obligated to fund the Facility Expenses with YMCA revenue that is separate and distinct from the Facility Revenues. The YMCA shall maintain and account for Facility Revenues and Expenses within the YMCA's accounting system. Facility Revenues shall not be used to pay for any YMCA expenses except for the Facility Expenses.

6.2 Operating Subsidy. The Town recognizes and agrees that, if the Facility Revenues are not sufficient to cover the operations of the Facility, the YMCA shall not be responsible for any shortfall and the Town will be required to subsidize Facility operations through the Operating Subsidy. The Town agrees that, subject to budgeting and appropriations, it shall fund the Operating Subsidy on annual basis. The YMCA agrees that it will prudently and in a commercially reasonable manner operate the Facility to ensure the Facility Revenues and the Operating Subsidy are sufficient to cover the operations of the Facility.

The Parties agree that the Operating Subsidy shall not exceed \$500,000.00 in any given year. Payment of the Operating Subsidy shall be made by the Town to the YMCA in the amount of \$41,666 per month on or about the first day of each calendar month and shall be deemed late if not paid by the tenth day of a given month.

Notwithstanding the foregoing, the monthly payment of \$41,666 shall not be due and payable until the Facility opens to the public. From the Effective Date until the date that the Facility opens to the public, the Town shall pay the YMCA the amounts set forth on the Effective Date Amendment.

If, at any time during a Facility Fiscal Year, the YMCA becomes aware that Facility Expenses may exceed the Operating Funds, or, stated differently, that an operational loss may exceed \$500,000, the Parties shall forthwith meet and confer and endeavor to plan a reduction of expenses to meet the anticipated deficit, while maintaining YMCA programming, safety and quality standards. If the Parties are not able to reach agreement and the YMCA seeks additional funds to operate the Facility, the matter shall forthwith be presented to the Town Council for a determination about how to proceed and/or whether to budget and appropriate additional funds for that Facility Fiscal Year.

If, at the end of a Facility Fiscal Year, the Operating Subsidy is less than \$500,000, creating an operating surplus, the Parties shall reconcile the difference during January of the following calendar year. The YMCA shall be entitled to retain an amount equal to 21.3% of the difference between \$500,000 and the actual Operating Subsidy amount as an incentive bonus administrative fee. For any remaining funds resulting from the operating surplus, the Town may direct that: (1) the YMCA return the additional funds; (2) the YMCA keep the additional funds and use such funds to offset the monthly payment of the Operating Subsidy for the then-current calendar year; or (3) the additional funds be used by the YMCA to improve the Facility in a manner agreed upon by the Town.

During the first quarter of 2024, after three (3) operational Facility Fiscal Years, the Parties shall meet to discuss the Operating Subsidy and whether it should be adjusted based on actual Facility Revenues and Facility Expenses. If Town Council is not agreeable to an adjustment reasonably satisfactory to the YMCA, the YMCA may terminate this Agreement as set forth in Section 8.3. If the Parties agree upon an adjustment to the Operating Subsidy, such agreement shall be set forth as a written amendment to this Agreement. Otherwise, the original amounts of the Operating Subsidy will remain as is.

6.3 Reports to Town.

a. Monthly Reports. In concurrence with the YMCA's monthly finance committee meetings, the YMCA shall provide a monthly report to the Town, which shall contain financial information related to the Facility and be in same format as the reports generated for the YMCA's other branches. If the Town desires a different format, the Town agrees to pay the YMCA for the additional costs associated with the additional work. The Town may request, and the YMCA shall thereafter provide, reports related to membership information, program participation and similar miscellaneous items at the Facility.

b. YMCA Annual Audits; Operating Statements. The YMCA shall provide the Town with an annual audit for the Facility when it is approved by the YMCA's finance committee for the prior Facility Fiscal Year. The audit shall be performed in accordance with generally acceptable accounting procedures by the YMCA's regular outside certified public accounting firm. The YMCA shall provide the Town with unaudited operating statements within sixty (60) days after the end of each calendar quarter.

6.4 Maintenance of Accounting Records; Town Audits. On an ongoing basis, the YMCA shall prepare and maintain accurate records of Facility Revenues and Facility Expenses. Such records shall specifically include, but not be limited to, and copies of bank statements, deposit slips and such documentation of Facility receipts as is customary at other YMCA branches. The YMCA agrees to keep these records for a period of seven (7) years after the conclusion of any Facility Fiscal Year and further agrees that such financial records shall be open and available to the Town Manager, the Town Treasurer and other persons authorized by them for examination upon reasonable notice during business hours. In the Town's discretion, the YMCA shall make all documentation available for examination at either the Facility, the Town or the Town's auditor's offices.

At any time within three (3) years after the conclusion of a Facility Fiscal Year, the Town may, at its sole expense, audit or have audited the YMCA's operations during such Facility Fiscal Year and the YMCA shall cooperate with any such audit by promptly making its financial records available to the auditor upon reasonable notice and during normal business hours. If the Town's audit indicates that the YMCA's records deviate in a significant manner from the Monthly Reports and audit reports provided by the YMCA to the Town, the YMCA shall pay the cost of the Town's audit.

6.5 Annual Budgets. Prior to adoption of the budget by the YMCA's Board of Directors, the YMCA shall prepare an annual budget for the Facility ("Facility Budget"). During development of the Facility Budget, the YMCA shall meet and confer with the Town. At least thirty (30) days prior to final adoption of the Facility Budget, and no later than October 1 of any given year, the YMCA shall provide a copy to the Town for review and comment. Consistent with general accounting practices, the Facility Budget shall set out the estimated revenues and expenditures for the following Facility Fiscal Year.

6.6 Tax Revenue. If, at any time, the Town obtains new tax revenue earmarked to pay for or offset the costs and expenses related to the management and operation of the Facility, the Parties shall promptly meet and, if appropriate, amend this Agreement to reflect a new financial structure that may include elimination, or a reduction, of the Operating Subsidy.

ARTICLE 7

INSURANCE/INDEMNITY

7.1 Property. The Town, at its sole cost and expense, shall obtain and maintain, throughout the Term, a policy or policies of insurance to keep the Facility, its improvements and equipment insured against loss or damage by fire, lightning and all other insurable risks, in an amount equal to the replacement cost thereof as determined by the Town and its insurer. The insurance under this Section shall name the Town as sole loss payee and shall provide that such insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town and the YMCA. The insurance required pursuant to this Section may be maintained by the Town through a public entity self-insurance pool or a generally recognized responsible insurance company or companies authorized to do business in the State of Colorado, as may be selected by the Town. In the event of a loss or damage under this Section, the Town will be responsible for any claim not fully covered by insurance due to any applicable deductible, policy limits or exclusions.

7.2 Liability. The YMCA shall obtain and maintain throughout the term of this Agreement commercial general liability insurance protecting the Town and the YMCA against claims of personal injury, death and property damage. Such commercial general liability insurance shall provide minimum protection of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate with an umbrella policy of Five Million Dollars (\$5,000,000), which insurance coverage may be provided by primary and umbrella policies, and by policies with multiple locations. Any required deductible or co-insurance amount shall be paid by the YMCA. The insurance under this Section shall name the Town as an additionally insured party and shall provide that such insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. The Town has and shall maintain general liability insurance coverage in the amount of three hundred fifty thousand dollars (\$350,000.00) for injury to one person, or nine hundred, ninety thousand dollars (\$990,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* ("CGIA"), as may be amended from time to time.

7.3 Auto Liability. The YMCA shall obtain and maintain throughout the term of this Agreement comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000) per person in any one occurrence and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least Fifty Thousand Dollars (\$50,000) per occurrence, with respect to each of the YMCA's owned, hired or non-owned vehicles assigned to or used in performance of services under this Agreement. Any required deductible or co-insurance amount shall be paid by the YMCA. The insurance under this Section shall name the Town as an additionally insured party and shall provide that such insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town.

7.4 Workers' Compensation. The YMCA shall obtain and maintain throughout the term of this Agreement workers' compensation insurance, including employer's liability (at the minimum limits required by the state of Colorado) for all YMCA personnel employed by or at the instance of the YMCA, including waiver of subrogation by the insurance carrier with respect to the Town. Such insurance shall be in accordance with the requirements of the most current and applicable State workers' compensation insurance laws in effect from time to time.

7.5 Certificates; other Terms. Each Party shall provide the other with certificates of coverage evidencing the coverages and payment of the premium(s) for said coverage. The Certificates or other forms evidencing such insurance shall be provided on or before the beginning of the occupancy of the Facility by the YMCA, and at the time each date the insurance is renewed or the insurance company or self-insurance pool is changed. Each Party shall notify the other immediately in writing if any of the insurance policies required hereunder are canceled or become ineffective, or if a notice of cancellation or ineffectiveness is received by the Party, unless that Party has arranged for equivalent coverage to commence on or before the date of cancellation or ineffectiveness. Every policy required of the YMCA above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the YMCA. Failure on the part of the YMCA to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may terminate this Agreement, or at its discretion may procure or renew any such policy and may pay any premiums in connection therewith, and all monies so paid by the Town shall be repaid by the YMCA to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the YMCA from the Town.

7.6 Cooperation. The Town and the YMCA shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or insurance pool covering the events described in this

Article. In no event will the YMCA voluntarily settle, or consent to the settlement of any claim of or against the Town without the written consent of the Town.

7.7 Indemnity. The YMCA shall indemnify, defend and hold harmless the Town against and from all liability for claims, damages, costs, losses and expenses resulting from, arising out of, or in any way connected with negligent or intentional acts or omissions of the YMCA, its employees, agents or invitees on or about the Facility.

7.8 Town Liability. The Town shall be responsible for liability from actions in tort in the manner and to the extent provided by the CGIA. The Town and the YMCA understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the CGIA, as from time to time amended, or otherwise available to the Town, its officers, or its employees or authorized volunteers.

ARTICLE 8

TERMINATION

This Agreement shall be subject to the following termination provisions. In the event of any termination or expiration of this Agreement, neither Party shall be relieved from any financial obligations each may owe to the other as a result of liabilities incurred during the course of this Agreement.

8.1 No Termination Until After One Full Fiscal Year. Absent extraordinary circumstances and a material breach of the Agreement, neither Party may provide notice of termination of this Agreement until after December 31, 2021.

Notwithstanding the foregoing, if the Town fails to pay the Operating Subsidy as provided herein, the YMCA may provide sixty (60) days written notice to terminate. If the Operating Subsidy is thereafter paid, the YMCA shall withdraw the notice of termination. If the Operating Subsidy is not paid in full, the YMCA may, in its discretion, terminate this Agreement without participating in mediation, and such termination due to the Town's failure to pay shall be subject to the terms of Section 8.5 below.

8.2 Early Termination by Mutual Agreement. By mutual agreement, the YMCA and the Town may terminate this Agreement for any or no reason in an agreed-upon time period.

8.3 Termination by Either Party for Cause. With the exception of a default related to the Town's failure to pay the Operating Subsidy, if either Party substantially fails to honor its contractual commitments, the non-defaulting Party may provide written notice of intended termination to the other Party. Such notice shall specify the manner in which the defaulting Party has failed to perform its contractual undertakings. The defaulting Party shall have sixty (60) days after receipt of said notice in which to cure all defaults giving rise to the notice of intended termination, provided that the defaulting Party shall have an additional period to cure any default upon written notice to the non-defaulting Party to the extent such Party cannot reasonably cure such default within the sixty (60) day period, as long as such Party commences reasonable curative actions within such sixty (60) days and diligently prosecutes such actions to completion. If the non-defaulting Party reasonably determines that the defaulting Party has satisfactorily implemented corrective action, the notice of intended termination shall be withdrawn.

If, at the conclusion of the cure period, the default is not remedied to the satisfaction of the non-defaulting Party, the non-defaulting Party may commence mediation as set forth below in Section 9.2. If mediation is not successful within sixty (60) days, unless the Parties mutually agree to an extension, the

non-defaulting party may terminate this Agreement upon written notice without prejudice to any other rights and remedies.

8.4 Termination due to Casualty Loss. If the Facility is damaged by fire or other casualty and such damage prevents the Facility from being operated in substantially the same manner as it was operated prior to such casualty or damage, and such damage is not repaired by the Town within sixty (60) days after the date of such fire or casualty (or, in the case of a repair reasonably requiring more than sixty (60) days, if Town has not commenced such repair) or if such damage cannot reasonably be repaired or restored in full within one hundred eighty (180) days after the date of such fire or casualty, the Town or the YMCA shall have the right to terminate this Agreement by written notice to the other delivered not more than ninety (90) days following the occurrence of the damage. If the Facility is damaged by fire or other casualty and neither the Town nor the YMCA elects to terminate this Agreement, the Town shall promptly repair or reconstruct the damage to the Facility.

If the Facility is wholly inoperative due to fire or other casualty and the Town intends to repair the damage, the Town shall only be required to pay the reasonable portion of the Operating Subsidy necessary to meet ongoing and recurring expenses during the period of the repair. If the Facility is partially damaged by fire or other casualty and the Facility is reasonably capable of remaining open to the public, the Town shall continue to pay the Operating Subsidy to the YMCA unless an equitable adjustment is deemed to be appropriate.

In any event, if the Facility is damaged by fire or other casualty, the Parties shall promptly meet to discuss the status of the Facility, including, but not limited to, the efforts to repair the damage, the ability to use the Facility and whether an equitable adjustment to the Operating Subsidy is appropriate.

8.5 Termination Without Eighteen Months (18) Notice. With the exception of a termination for cause or a termination based on a casualty loss, if the Town were to terminate this Agreement at the end of a Term or by a failure to appropriate without providing eighteen (18) months' notice, then the YMCA would be entitled to funds to compensate the YMCA related to the termination of the Agreement. The funds shall be equal to the monthly Administrative Fee for the last fiscal year in which funds were appropriated, and shall be payable to the YMCA for each month less than the full eighteen (18) months. For illustrative purposes, if the Town were only to provide seventeen (17) months' notice, then the YMCA would be entitled to payment for one (1) month. The YMCA shall also be entitled to any actual additional costs that exceed the funds payable from the monthly Administrative Fees related directly to the termination.

ARTICLE 9

DISPUTE RESOLUTION; REMEDIES

9.1 Conferral. The Town and the YMCA desire to attempt to reach an amicable resolution of any disputes and controversies that may arise between them under this Agreement as quickly as is reasonably practicable and in a mutually beneficial manner. To foster a positive working relationship, the Parties shall endeavor, prior to providing a written notice of intended termination as set forth in Section 8.3 above, to arrange a meeting between the senior staff of the Town and the YMCA to attempt to resolve the dispute. Such meeting shall be held within fifteen (15) days of a request, unless otherwise provided in this Agreement.

9.2 Mediation. If a dispute arises under this Agreement that the Parties are not able to mutually resolve, prior to commencing litigation, the Parties shall first submit the matter to mediation conducted by a neutral mediator. The Parties shall attempt to agree upon a mediator and shall endeavor to find a mediator having experience in the subject matter of the dispute. If the Parties are unable to agree upon a mediator, the

Parties shall apply to the Judicial Arbitrator Group in Denver, Colorado, for appointment of a mediator. The cost of the mediation shall be shared equally by the Parties.

9.3 Rights and Remedies at Law and Equity; Injunctive Relief. Unless the Parties otherwise agree, if the mediation is not completed within sixty (60) days, then either Party may pursue the rights and remedies it may have at law and equity. Notwithstanding the foregoing, a Party shall not be required to mediate with respect to an action of the type for which a Party is entitled at law or in equity to immediate judicial injunctive relief or judicial specific performance arising out of the activity to be enjoined or caused to be performed to prevent irreparable harm or injury.

9.4 Remedies Cumulative; Legal Expenses. The various rights and remedies of the Parties under this Agreement or allowed by law shall be cumulative. In the event either [or both] Party(ies) hereto shall be obligated to secure legal counsel to enforce (or defend against) any alleged default under this Agreement, then the prevailing Party, to the extent permitted by law, shall be entitled to recover against the other Party reasonable attorneys' fees, and all costs and fees so incurred through all appellate proceedings as may be required.

ARTICLE 10 **FORCE MAJEURE**

If either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power or other utilities, terrorist acts, riots, insurrection, war, fire, floods or other acts of God, providing such cause is not due to the willful act or neglect of the Party delayed in performing the work or doing the acts required under the terms of this Agreement (collectively, "Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

The provisions of this Article shall not be applicable to delays resulting from the inability of a Party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

ARTICLE 11 **NOTICES**

Any notice required or permitted to be given pursuant to this Agreement shall be effective and valid if in writing, and delivered personally by reputable express courier or delivery service, or sent by verifiable facsimile machine (with a copy by first class mail postage prepaid) or by certified or registered U.S. Mail postage prepaid, return receipt requested, as follows:

If to the Town:

TOWN OF JOHNSTOWN
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80534
Phone: (970) 587-4664
Facsimile: (970) 587-0141

With a copy to:

If to the YMCA:

YMCA of NORTHERN COLORADO
Attn: Chief Executive Officer
2800 Dagny Way
Lafayette, CO 80026
Phone: (303) 664-5455
Facsimile: (303) 664-5456

With a copy to:

Law Office of Avi S. Rocklin, LLC
Attn: Avi S. Rocklin, Esq.
1437 N. Denver Avenue, #330
Loveland, CO 80538
Phone: (970) 419-4226
Facsimile: (970) 797-1806

Inside/Out Advisors, LLC
Attn: Holden J. Bank, Esq.
1384 North Park Drive
Lafayette, CO 80026
Phone: (303) 241-4248

Unless otherwise specified, notice shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service. Notices given by counsel to either Party shall be deemed given by such Party. Any person or entity may by written notice to the others change the address for such person or entity's receipt of notices.

Notwithstanding the foregoing, either Party may give notice by E-mail delivery on the condition that the other Party acknowledges receipt of the E-mail and agrees in a responsive E-mail communication to accept notice in such manner.

ARTICLE 12

GENERAL PROVISIONS

12.1 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action shall be in Weld County, State of Colorado.

12.2 Modification of Agreement. The terms, covenants and conditions of this Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

12.3 No Waiver by Prior Actions. The failure of either Party to insist upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by the other Party shall not constitute a waiver or relinquishment of the subsequent right to require strict performance of any such term, covenant or condition.

12.4 Severability. If any portion(s) of this Agreement shall, for any reason, be held invalid or unenforceable, such portion(s) shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion(s) shall nevertheless be valid, enforceable and of full force and effect; provided, however, that if the invalid provision is material to the overall purpose and operation of this Agreement, then this Agreement shall terminate upon the severance of such provision.

12.5 Entire Agreement. This Agreement, the exhibits attached hereto, and all amendments constitute the entire understanding and agreement of the Parties and supersede any prior written or oral agreement pertaining to the subject matter hereof.

12.6 Authorized Representatives. Until a Party provides written notice of an alternative representative or representatives, the following named persons shall be deemed an authorized representative for each Party with respect to this Agreement and the other Party shall be entitled to rely on the actions and communications of said person(s) to be those of such Party so long as the same are within the scope of this Agreement:

Town: The Town Manager shall be designated as the Town's authorized representative.

YMCA: The Chief Executive Officer or Chief Volunteer Officer, or any person subsequently designated in writing by the Chief Executive Officer, shall be designated as the YMCA's authorized representative.

12.7 Further Actions; Reasonableness and Cooperation; Time for Consent. Each Party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other Party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a Party's sole discretion, or where it is stated that a Party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a Party must give its consent or approval to actions or inactions by the other Party or a third person in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed, nor will any other determinations that must be made by a Party in the course of performing and administering this Agreement be unreasonably made. The Town and the YMCA each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement and the overall goals and purposes for the Facility. If no deadline is set herein for a Party to approve or consent to an action or inaction by the other Party or a third person, such approval or consent shall be given or affirmatively withheld in writing within twenty (20) days after it is requested in writing, or it shall be deemed given.

12.8 Relationship of the Parties; No Third-Party Beneficiaries. This Agreement shall not create a partnership or joint venture between the Parties and is limited to the specific purposes set out herein. Neither Party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other Party. The Parties do not intend to confer any benefit hereunder on any other person or entity other than the Parties hereto. The YMCA understands and agrees that it is an independent contractor and the Town shall not provide benefits of any kind to the YMCA, its officers, employees or agents.

12.9 Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

12.10 Return of Records. Upon termination of this Agreement, the YMCA shall return to Town all records, notes, documents and other items that were provided by the Town to the YMCA or otherwise created by the Town for the YMCA to use during the term of this Agreement for the operation of the Facility. In addition, the YMCA shall provide all membership information to the Town and a listing of all Facility program participants for the last three (3) years.

12.11 Captions; Recitals and Exhibits; Agreement Preparation. Captions used throughout this Agreement are for convenience and reference only and the words contained herein shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. The Recitals found at the beginning of this Agreement and Exhibits A and B and any properly adopted amendments, supplements or replacements thereto are incorporated herein by reference and are important and material parts of this Agreement. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party hereto.

12.12 Assignment/Delegation. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, in its sole discretion. In such case, the assignee shall execute into a written agreement, agreeing to be bound by the terms of this Agreement.

12.13 Publicity. The YMCA shall, to the extent reasonably practicable, confer and coordinate public announcements and other publicity concerning the Facility with the Town.

12.14 Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so and, upon request by the other Party, proof of such authority in customary form will be furnished to the other Party. This Agreement may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on the Parties hereto, notwithstanding that both Parties may not have executed the same counterpart.

12.15 Survival. All provisions of this Agreement, which by their terms provide for or contemplate obligations or duties of a Party which are to extend beyond the expiration or termination of this Agreement (and the corresponding rights of the other Party to enforce or receive the benefit of such obligations or duties), shall survive such expiration or termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF JOHNSTOWN

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF BOULDER VALLEY
d/b/a YMCA of Northern Colorado

By: _____

By: _____

Name: Scott James

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

Diana Seele, Town Clerk

EXHIBIT A

EFFECTIVE DATE AMENDMENT
TO THE FACILITY MANAGEMENT AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND
YOUNG MEN’S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
D/B/A YMCA OF NORTHERN COLORADO

This EFFECTIVE DATE AMENDMENT, dated as of _____, 2019, is made by and between the TOWN OF JOHNSTOWN, COLORADO (the “Town”), a _____ Town of the State of Colorado, and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF BOULDER VALLEY, d/b/a YMCA of Northern Colorado (the “YMCA”), a Colorado non-profit corporation, through its Board of Directors.

WHEREAS, the Town of Johnstown and the Young Men’s Christian Association of Boulder Valley d/b/a YMCA of Northern Colorado executed a Facility Management Agreement on _____, 2019 (“Agreement”); and

WHEREAS, the terms used herein shall have the meaning(s) set forth in the Agreement; and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties agreed to execute an Effective Date Amendment approximately six (6) months prior to the opening of the Facility to the public; and

WHEREAS, pursuant to Section 6.2 of the Agreement, the Parties agreed to set forth the funds that would be due and owing from the Town to the YMCA during the interim period between the Effective Date of the Agreement and the date that the Facility opens to the public; and

WHEREAS, the Parties hereby desire to memorialize their intent with respect to the foregoing.

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date. The Effective Date of the Agreement shall be _____, 2019.

2. Operating Subsidy from the Effective Date to the Date the Facility Opens to the Public. Until the Facility opens to the public, the Town shall pay the YMCA the following amounts:

Month

Amount

[To Be Inserted]

[To Be Inserted]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF JOHNSTOWN

YOUNG MEN’S CHRISTIAN ASSOCIATION
OF BOULDER VALLEY
d/b/a YMCA of Northern Colorado

By: _____
Name:
Title: Town Manager

Attest:

Diana Seele, Town Clerk

By: _____
Name:
Title:

EXHIBIT B

LEASED WELLNESS EQUIPMENT AMENDMENT
TO THE FACILITY MANAGEMENT AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN, COLORADO AND
YOUNG MEN’S CHRISTIAN ASSOCIATION OF BOULDER VALLEY
D/B/A YMCA OF NORTHERN COLORADO

This LEASED WELLNESS EQUIPMENT AMENDMENT, dated as of _____, 2019, is made by and between the TOWN OF JOHNSTOWN, COLORADO (the “Town”), a _____ Town of the State of Colorado, and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF BOULDER VALLEY, d/b/a YMCA of Northern Colorado (the “YMCA”), a Colorado non-profit corporation, through its Board of Directors.

WHEREAS, the Town of Johnstown and the Young Men’s Christian Association of Boulder Valley d/b/a YMCA of Northern Colorado executed a Facility Management Agreement on _____, 2019 (“Agreement”); and

WHEREAS, the terms used herein shall have the meaning(s) set forth in the Agreement; and

WHEREAS, pursuant to Section 4.4 of the Agreement, the Parties agreed to execute an amendment to the Agreement setting forth the agreed-upon Leased Wellness Equipment; and

WHEREAS, the Parties hereby desire to memorialize their intent with respect to the foregoing.

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the YMCA shall lease the following equipment, which shall collectively be the Leased Wellness Equipment:

Equipment

[To Be Inserted]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

TOWN OF JOHNSTOWN

YOUNG MEN’S CHRISTIAN ASSOCIATION
OF BOULDER VALLEY
d/b/a YMCA of Northern Colorado

By: _____
Name:
Title: Town Manager
Attest:

By: _____
Name:
Title:

Diana Seele, Town Clerk