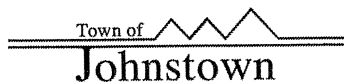


TOWN COUNCIL
MEETING
PACKET

February 21, 2018



Town Council

Agenda
Wednesday, February 21, 2018
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 –February 5, 2018
 - B) Payment of Bills
 - C) January Financial Statements
 - 7) **STAFF REPORTS**
 - 8) **OLD BUSINESS**
 - 9) **NEW BUSINESS**
 - A) *Public Hearing – Amended Public Improvement Development Agreements for Iron Horse Filings 1 & 2
 - B) *Public Hearing – Johnstown Plaza Design Guidelines
 - C) *Public Hearing – (First Reading) Ordinance No. 2018-151, An Ordinance Amending Article 17 of the Johnstown Municipal Code to Include Section 17-230 Concerning Impact Fees Imposed on Behalf of Fire and Emergency Service Providers
 - 10) **COUNCIL REPORTS AND COMMENTS**
 - 11) **MAYOR'S COMMENTS**
 - 12) **ADJOURN**
-



NOTICE OF ACCOMODATION

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

AGENDA ITEMS 6A-C

CONSENT

AGENDA

- **Council Minutes – February 5th, 2018**
 - **Payment of Bills**
 - **January Financial Statement**

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 21, 2018

ITEM NUMBER: 6A-C

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

- Council Meeting Minutes – February 5, 2018
- Payment of Bills
- January Financial Statements

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

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

COUNCIL MINUTES

The Town Council of the Town of Johnstown met on Monday, February 5, 2018 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor James led the Pledge of Allegiance.

Roll Call:

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

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

Agenda Approval

Councilmember Mellon made a motion seconded by Councilmember Young to approve the agenda. Motion carried with a unanimous vote.

Consent Agenda

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

- January 17, 2018 – Town Council Meeting Minutes
- Resolution No. 2018-01, Approving the Final Plat for Mountain View West Subdivision
- Resolution No. 2018-02, Approving the Amended Plat for Johnstown Heights Third Filing and Granting a Variance to Allow Emergency Access

Motion carried with a unanimous vote.

Staff Reports – Town Attorney Avi Rocklin informed council that she has received two (2) Metro District Service Plan Applications. The applicants are seeking a May 2018 election. Town Attorney Rocklin has been in contact with special counsel and a financial advisor to review the service plans and both are available to review the plans promptly. Councilmember Tallent made a motion seconded by Councilmember Davis to authorize the Town Attorney to move forward with the review of the service plans. The developers will pay the cost of the special counsel and financial advisor. Motion carried with a unanimous vote.

New Business

A. Public Hearing – Amendment to Iron Horse Design Guidelines – The owner of the industrial and commercial property known as Iron Horse has requested an amendment to the Iron Horse Design Guidelines. The amendment would remove the 20% maximum restriction on exterior metal and instead allow architectural and prefabricated metal panels.

Mayor James opened the Public Hearing at 7:31 p.m. and recused himself from the meeting. The applicant's representative Kim Perry, Vice President Community Design & Neighborhood Development, McWhinney, presented the request and answered questions. Having no public comment Mayor ProTem Lebsack closed the public hearing at 7:50 p.m.

Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to approve the amendment to the Iron Horse Design Guidelines and instruct town staff to draft a resolution approving the amendment. Motion carried with a unanimous vote.

B. Consider Agreement to Provide Building Department Services between the Town of Johnstown and ProCode, Inc. – The Agreement designates ProCode, Inc., owner Johnathan Gesick to provide building department service to the Town. The Town will pay ProCode \$45.00 per hour for 30 hours per week and ProCode will be entitled to retain Mr. Ken Kidd as a subcontractor. Councilmember Mellon made a motion seconded by Councilmember Tallent to approve the Agreement to provide building department services between the Town of Johnstown and ProCode, Inc. and authorize the Mayor to sign the agreement. Motion carried with a unanimous vote.

C. Consider Intergovernmental Agreement with the Loveland Fire Rescue Authority for the Assessment, Collection and Remittance of Emergency Service Impact Fees – Colorado revised Statutes 29-10-104.5 permits a local government to impose impact fees for fire protection districts that provide fire protection, rescue and emergency services for new development. If a local government elects to impose an impact fee, then the local government and the fire protection district are required to enter into an intergovernmental agreement. The Loveland Fire Rescue Authority obtained an impact fee study and based upon the study the impact fee will be \$895 per single family home, \$622 per multi-family home and \$.30 per square foot of commercial and \$0.03 per square foot of industrial. The Town will be required to pass an ordinance authorizing the imposition of the impact fee for the Authority. Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the Intergovernmental Agreement with the Loveland Fire Rescue Authority for the Assessment, Collection and Remittance of Emergency Service Impact Fees and authorize the Mayor to sign it. Motion carried with a unanimous vote.

Executive Session A Conference with the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) to Discuss Water Dedicated to the Town per the Water and Sewer Service Agreement between the Town and WR Investment LLC Dated January 4, 2006 – Councilmember Lebsack made a motion seconded by Councilmember Tallent to recess into Executive Session at 8:27 p.m. Mayor James reopened the regular meeting at 9:00 p.m. and stated the only item discussed was the water dedicated by WR Investment LLC and there was no formal action taken.

There being no further business to come before Council the meeting adjourned at 9:15 p.m.

Mayor

Town Clerk/Treasurer

**PAYMENT
OF
BILLS**

BILLS SUBMITTED FOR PAYMENT - FEBRUARY 2018		
A&M CUSTOM MACHINE INC.	\$	456.00
ACE HARDWARE	\$	836.46
ACE OF BLADES	\$	397.50
ACLARA TECHNOLOGIES, LLC	\$	5,343.00
ALL COPY PRODUCTS	\$	1,036.76
ANCHOR AUTO GLASS	\$	255.14
ARROWHEAD FORENSICS	\$	433.57
BRANDON COPELAND	\$	533.68
CASELLE	\$	1,029.00
CDR PROPANE SERVICES, LLC	\$	1,715.20
CENTRAL WELD COUNTY WATER DISTRICT	\$	628.90
CENTURY LINK	\$	330.91
CH DIAGNOSTIC AND CONSULTING SERVICES, INC.	\$	420.00
CINTAS	\$	608.92
CIRSA	\$	50,451.27
CITY OF FORT COLLINS	\$	6,918.03
COLORADO ANALYTICAL	\$	535.00
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO	\$	71,662.50
CONTRACTORS EQUIPMENT CENTER	\$	1,406.86
COREN PRINTING	\$	205.00
DENVER INDUSTRIAL SALES & SERVICE CO., INC.	\$	3,510.00
DPC INDUSTRIES INC	\$	13,306.88
DXP ENTERPRISES, INC.	\$	102.42
ENVIROTECH	\$	7,772.96
ERGOMED	\$	200.00
FIRST CLASS SECURITY SYSTEMS	\$	153.90
FIRST NATIONAL BANK	\$	1,079.44
FRONTIER FERTILIZER	\$	70.02
G&K SERVICES	\$	389.92
GALLS	\$	185.21
GRAINGER	\$	333.36
GREELEY & LOVELAND IRRIGATION CO.	\$	127.00
GREYSTONE TECHNOLOGY GROUP	\$	1,200.00
HACH COMPANY	\$	355.27
HAYS MARKET	\$	247.08
HELTON & WILLIAMSEN, P.C.	\$	4,135.50
HILL & ROBBINS, P.C.	\$	322.00
INERTIA AUTOMATION, INC.	\$	1,385.52
INTELLICHOICE, INC.	\$	6,181.18
JOHNSTOWN BBQ DAYS	\$	20,000.00
JOHNSTOWN BREEZE	\$	266.22
JOHNSTOWN MILLIKEN CHAMBER OF COMMERCE	\$	1,000.00
KENYON P. JORDAN, PH.D.	\$	245.00
MICHAEL LAZAR	\$	1,500.00
MILLIKEN JOHNSTOWN ELECTRIC	\$	415.86
LARIMER COUNTY CLERK & RECORDER	\$	25.00
LASALLE OIL COMPANY	\$	547.10
LAW OFFICE OF AVI ROCKLIN	\$	4,733.00
LEE'S TOWING	\$	60.00
LITTLE THOMPSON WATER DISTRICT	\$	2,454.56
LOVELAND BARRICADE LLC	\$	705.00
LOVELAND BEAR ALIGNMENT INC.	\$	75.00
MAC EQUIPMENT INC LOVELAND	\$	253.46
MARES AUTO	\$	695.49
MARIPOSA	\$	85.00
MCDONALD FARMS ENTERPRISES INC.	\$	5,220.00
NAPA AUTO PARTS	\$	458.44
NEWCO INCORPORATED	\$	345.34
NORTH FRONT RANGE METROPOLITAN PLANNING ORGANIZATION	\$	8,982.00

NORTHERN SAFETY & INDUSTRIAL	\$	253.49
OFFICE DEPOT	\$	238.30
O.J. WATSON COMPANY INC.	\$	827.13
PIONEER	\$	547.66
POUDRE VALLEY REA	\$	10,408.27
QUILL	\$	120.62
REVELATION STEEL, LLC	\$	73.60
RHINEHART OIL	\$	5,693.06
SAFARILAND , LLC	\$	100.00
SOUTHWEST DIRECT, INC.	\$	2,773.21
SURVIVAL ARMOR	\$	1,656.00
SUPPLYWORKS	\$	847.87
TDS	\$	621.05
UNITED POWER	\$	749.10
USA BLUEBOOK	\$	883.69
UTILITY NOTIFICATION CENTER OF COLORADO	\$	688.75
VERIZON WIRELESS	\$	1,824.18
WASP BARCODE TECHNOLOGIES	\$	62.70
WASTE MANAGEMENT	\$	53,123.26
WELD COUNTY CHIEFS OF POLICE ASSOCIATION	\$	35.00
WICKHAM TRACTOR CO.	\$	4,796.00
WINDSTREAM	\$	1,761.10
WINTERS, HELLERICH & HUGHES	\$	990.00
WIRELESS ADVANCED	\$	70.00
XCEL ENERGY	\$	47,665.47
YOST CLEANING	\$	1,972.00
TOTAL	\$	373,109.34

**JANUARY
FINANCIAL
STATEMENTS**

EXECUTIVE SUMMARY JANUARY 2018

8.00%

	Actual	Budget	Variance	%
GENERAL				
<u>Revenues</u>	844,126.00	10,203,800.00	9,359,674.00	8%
<u>Expenditures</u>				
Legislative	69.00	37,800.00	37,731.00	0%
Judicial	299.00	50,100.00	49,801.00	1%
Elections	-	18,600.00	18,600.00	0%
Administration	17,651.00	429,100.00	411,449.00	4%
Planning & Zoning	12,366.00	218,000.00	205,634.00	6%
Police	138,127.00	2,332,100.00	2,193,973.00	6%
Protective Inspections	3,714.00	205,800.00	202,086.00	2%
Streets	31,616.00	1,512,300.00	1,480,684.00	2%
Cemetery	347.00	41,000.00	40,653.00	1%
Animal Control	5,041.00	95,200.00	90,159.00	5%
Senior Coordinator	4,449.00	73,600.00	69,151.00	6%
Parks	139.00	67,000.00	66,861.00	0%
Community	629.00	879,300.00	878,671.00	0%
Transfers	37,500.00	24,223,700.00	24,186,200.00	0%
<u>Total Expenditures</u>	251,947.00	30,183,600.00	29,931,653.00	1%
Excess Revenues over Expenditures	592,179.00			

EXECUTIVE SUMMARY JANUARY 2018

8%

		Actual	Budget	Variance	%
WATER					
<u>Revenues</u>		342,950.00	2,908,700.00	2,565,750.00	12%
<u>Expenditures</u>					
	Administration	8,578.00	259,800.00	251,222.00	3%
	Operations	22,717.00	1,451,500.00	1,428,783.00	2%
		31,295.00	1,711,300.00	1,680,005.00	2%
Excess Revenues over Expenditures		311,655.00			

EXECUTIVE SUMMARY JANUARY 2018

8.00%

	Actual	Budget	Variance	%
WASTEWATER				
<u>Revenues</u>	182,309.00	1,885,000.00	1,702,691.00	10%
<u>Expenditures</u>				
Administration	12,127.00	295,400.00	283,273.00	4%
Operation	26,128.00	1,727,800.00	1,701,672.00	2%
	38,255.00	2,023,200.00	1,984,945.00	2%
Excess Revenues over Expenditures	144,054.00			

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-01-4010-00 GEN. PROPERTY ACCOUNTS	133.15	133.15	4,250,000.00	4,249,866.85	.0
01-01-4020-00 SPECIFIC OWNERSHIP TAXES	25,354.32	25,354.32	280,000.00	254,645.68	9.1
01-01-4030-00 FRANCHISE TAXES	41,236.86	41,236.86	395,000.00	353,763.14	10.4
01-01-4040-00 PENALTIES & INTEREST	(29.22)	(29.22)	3,000.00	3,029.22	(1.0)
01-01-4070-00 SALES TAX	349,226.97	349,226.97	3,200,000.00	2,850,773.03	10.9
01-01-4075-00 LODGING TAX	6,092.90	6,092.90	85,000.00	78,907.10	7.2
01-01-4080-00 SEVERANCE TAX	.00	.00	50,000.00	50,000.00	.0
TOTAL TAXES	422,014.98	422,014.98	8,263,000.00	7,840,985.02	5.1
<u>LICENSES & PERMITS</u>					
01-02-4110-00 LIQUOR LICENSE	146.25	146.25	1,800.00	1,653.75	8.1
01-02-4120-00 BUS. LIC. & PERMITS - OTHE	7,521.50	7,521.50	14,000.00	6,478.50	53.7
01-02-4130-00 BUILDING PERMITS	291,256.08	291,256.08	475,000.00	183,743.92	61.3
01-02-4140-00 DOG LICENSE & PERMITS OTHE	220.00	220.00	2,300.00	2,080.00	9.6
01-02-4150-00 FINGERPRINTING	90.00	90.00	200.00	110.00	45.0
TOTAL LICENSES & PERMITS	299,233.83	299,233.83	493,300.00	194,066.17	60.7
<u>INTERGOVERNMENTAL</u>					
01-03-4210-00 CIGARETTE TAXES	1,435.05	1,435.05	14,000.00	12,564.95	10.3
01-03-4220-00 HIGHWAY USERS TAX	37,599.23	37,599.23	380,000.00	342,400.77	9.9
01-03-4230-00 ADD. VEH. REG. FEE	3,948.50	3,948.50	45,000.00	41,051.50	8.8
01-03-4240-00 COUNTY ROAD & BRIDGE	39.97	39.97	90,000.00	89,960.03	.0
TOTAL INTERGOVERNMENTAL	43,022.75	43,022.75	529,000.00	485,977.25	8.1
<u>CHARGES FOR SERVICES</u>					
01-04-4310-00 CEMETERY LOTS AND CARE	1,150.00	1,150.00	22,000.00	20,850.00	5.2
01-04-4320-00 TRASH CHARGES	53,121.08	53,121.08	640,000.00	586,878.92	8.3
01-04-4330-00 OTHER SERVICES	270.40	270.40	900.00	629.60	30.0
01-04-4340-00 FISHING PERMITS	.00	.00	600.00	600.00	.0
TOTAL CHARGES FOR SERVICES	54,541.48	54,541.48	663,500.00	608,958.52	8.2
<u>FINES</u>					
01-05-4315-00 COURT FEES REFUND	(315.00)	(315.00)	.00	315.00	.0
01-05-4410-00 MUNICIPAL COURT FINES & FE	8,289.21	8,289.21	120,000.00	111,710.79	6.9
01-05-4420-00 SURCHARGE	1,050.00	1,050.00	18,000.00	16,950.00	5.8
TOTAL FINES	9,024.21	9,024.21	138,000.00	128,975.79	6.5

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-06-4510-00 COMM. CENTER RENTAL FEES	1,775.00	1,775.00	11,000.00	9,225.00	16.1
01-06-4530-00 REFUND OF EXPENDITURES	4,554.97	4,554.97	5,000.00	445.03	91.1
01-06-4570-00 SCHOOL DISTRICT	.00	.00	31,000.00	31,000.00	.0
TOTAL MISCELLANEOUS	6,329.97	6,329.97	47,000.00	40,670.03	13.5
<u>EARNINGS ON INVESTMENTS</u>					
01-07-4610-00 EARNINGS ON INVESTMENTS	12,433.93	12,433.93	65,000.00	52,566.07	19.1
TOTAL EARNINGS ON INVESTMENTS	12,433.93	12,433.93	65,000.00	52,566.07	19.1
<u>SOURCE 08</u>					
01-08-4530-00 DEVELOPERS COST PAYMENT	(2,475.50)	(2,475.50)	5,000.00	7,475.50	(49.5)
TOTAL SOURCE 08	(2,475.50)	(2,475.50)	5,000.00	7,475.50	(49.5)
TOTAL FUND REVENUE	844,125.65	844,125.65	10,203,800.00	9,359,674.35	8.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

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	69.59	69.59	1,200.00	1,130.41	5.8
01-10-6511-00 TRAINING	.00	.00	3,000.00	3,000.00	.0
01-10-6522-00 INSURANCE	.00	.00	1,000.00	1,000.00	.0
01-10-6544-03 EQUIPMENT/SOFTWARE - IPADS	.00	.00	2,500.00	2,500.00	.0
01-10-8016-00 PROFESSIONAL SERVICES	.00	.00	4,000.00	4,000.00	.0
01-10-9028-00 COUNCIL OUTREACH	.00	.00	1,500.00	1,500.00	.0
TOTAL LEGISLATIVE	69.59	69.59	37,800.00	37,730.41	.2
<u>JUDICIAL</u>					
01-15-5011-00 SAL-JUDGE	.00	.00	17,000.00	17,000.00	.0
01-15-5012-00 SAL-PROS. ATT.	.00	.00	32,000.00	32,000.00	.0
01-15-6505-00 OFFICE EXPENSES	299.00	299.00	1,000.00	701.00	29.9
01-15-8016-00 PROFESSIONAL SERVICES	.00	.00	100.00	100.00	.0
TOTAL JUDICIAL	299.00	299.00	50,100.00	49,801.00	.6
<u>ELECTIONS</u>					
01-20-6413-00 PUBLISHING	.00	.00	700.00	700.00	.0
01-20-6526-00 SUPPLIES	.00	.00	17,000.00	17,000.00	.0
01-20-8017-00 ELECTION JUDGES	.00	.00	900.00	900.00	.0
TOTAL ELECTIONS	.00	.00	18,600.00	18,600.00	.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-25-5010-00 SALARIES	5,562.41	5,562.41	97,000.00	91,437.59	5.7
01-25-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
01-25-5011-00 PART TIME OFFICE	332.40	332.40	7,500.00	7,167.60	4.4
01-25-5012-00 HOURLY COMMUNICATIONS STAFF	720.31	720.31	18,000.00	17,279.69	4.0
01-25-5015-00 CLEANING SALARIES	216.67	216.67	3,500.00	3,283.33	6.2
01-25-5025-00 MANAGER	4,319.33	4,319.33	57,100.00	52,780.67	7.6
01-25-5050-00 PAYROLL TAXES	819.29	819.29	14,300.00	13,480.71	5.7
01-25-5060-00 RETIREMENT FUND	780.24	780.24	12,800.00	12,019.76	6.1
01-25-5065-00 HEALTH INSURANCE	1,712.30	1,712.30	33,000.00	31,287.70	5.2
01-25-5070-00 WORKMAN'S COMPENSATION	69.59	69.59	1,000.00	930.41	7.0
01-25-6010-00 UTILITIES	.00	.00	6,000.00	6,000.00	.0
01-25-6505-00 OFFICE EXPENSE	249.37	249.37	6,700.00	6,450.63	3.7
01-25-6506-00 UTILITY BILL MAILING	.00	.00	8,300.00	8,300.00	.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	5,000.00	5,000.00	.0
01-25-6515-00 DUES AND SUBSCRIPTIONS	2,324.00	2,324.00	2,900.00	576.00	80.1
01-25-6518-00 CLEANING SUPPLIES	28.31	28.31	1,700.00	1,671.69	1.7
01-25-6520-00 MILEAGE & EXPENSES	13.22	13.22	2,000.00	1,986.78	.7
01-25-6522-00 INSURANCE & BONDS	.00	.00	15,700.00	15,700.00	.0
01-25-6544-05 SOFTWARE	.00	.00	3,000.00	3,000.00	.0
01-25-6544-07 MISC. OFFICE EQPT.	.00	.00	500.00	500.00	.0
01-25-7020-00 MAINTENANCE & REPAIRS	58.10	58.10	3,800.00	3,741.90	1.5
01-25-8010-00 AUDIT	.00	.00	3,000.00	3,000.00	.0
01-25-8012-00 COMPUTER PROFESSIONAL SERV	444.05	444.05	10,500.00	10,055.95	4.2
01-25-8014-00 LEGAL	.00	.00	42,000.00	42,000.00	.0
01-25-8015-00 TAPING MEETINGS	.00	.00	7,000.00	7,000.00	.0
01-25-8016-00 SALARY STUDY FEES	.00	.00	1,500.00	1,500.00	.0
01-25-8017-00 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-25-8019-00 TREASURER'S FEES	1.33	1.33	59,000.00	58,998.67	.0
01-25-9028-00 COMMUNICATIONS	.00	.00	700.00	700.00	.0
 TOTAL ADMINISTRATION	 17,650.92	 17,650.92	 429,100.00	 411,449.08	 4.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
01-30-5010-00 SALARIES	9,201.58	9,201.58	132,000.00	122,798.42	7.0
01-30-5050-00 PAYROLL TAXES	690.64	690.64	10,000.00	9,309.36	6.9
01-30-5060-00 RETIREMENT FUND	849.81	849.81	12,100.00	11,250.19	7.0
01-30-5065-00 HEALTH INSURANCE	1,339.55	1,339.55	26,000.00	24,660.45	5.2
01-30-5070-00 WORKMENS COMPENSATION	69.59	69.59	1,700.00	1,630.41	4.1
01-30-6010-00 UTILITIES	.00	.00	3,000.00	3,000.00	.0
01-30-6505-00 OFFICE SUPPLIES	.00	.00	2,500.00	2,500.00	.0
01-30-6510-00 TELEPHONE	.00	.00	1,400.00	1,400.00	.0
01-30-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-30-6513-00 PUBLISH/RECORD	.00	.00	200.00	200.00	.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	.00	.00	3,000.00	3,000.00	.0
01-30-6544-04 MACHINERY AND EQPT.	.00	.00	300.00	300.00	.0
01-30-8012-00 COMPUTER PROFESSIONAL SERVICES	156.80	156.80	2,000.00	1,843.20	7.8
01-30-8016-00 PROFESSIONAL SERVICES	58.10	58.10	15,500.00	15,441.90	.4
01-30-8017-00 NORTH FRONT RANGE MPO	.00	.00	6,900.00	6,900.00	.0
 TOTAL PLANNING & ZONING	 12,366.07	 12,366.07	 218,000.00	 205,633.93	 5.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-35-5010-00 SALARIES	94,093.72	94,093.72	1,375,000.00	1,280,906.28	6.8
01-35-5010-03 OVERTIME PAY	811.36	811.36	13,500.00	12,688.64	6.0
01-35-5013-00 CLERICAL SALARIES	2,820.58	2,820.58	37,700.00	34,879.42	7.5
01-35-5015-00 PART-TIME SALARIES	3,494.31	3,494.31	59,000.00	55,505.69	5.9
01-35-5050-00 PAYROLL TAXES	7,559.38	7,559.38	114,000.00	106,440.62	6.6
01-35-5060-00 RETIREMENT	5,423.73	5,423.73	80,000.00	74,576.27	6.8
01-35-5065-00 HEALTH INSURANCE	18,836.31	18,836.31	341,000.00	322,163.69	5.5
01-35-5070-00 WORKMEN'S COMPENSATION	2,783.60	2,783.60	40,000.00	37,216.40	7.0
01-35-6010-00 UTILITIES	.00	.00	14,000.00	14,000.00	.0
01-35-6505-00 OFFICE EXPENSE	158.44	158.44	6,800.00	6,641.56	2.3
01-35-6510-00 TELEPHONE	.00	.00	10,500.00	10,500.00	.0
01-35-6511-00 TRAINING	50.00	50.00	11,000.00	10,950.00	.5
01-35-6513-00 PUBLISHING	.00	.00	1,500.00	1,500.00	.0
01-35-6515-00 DUES AND SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
01-35-6518-00 CLEANING SERVICES	542.00	542.00	8,500.00	7,958.00	6.4
01-35-6522-00 INSURANCE AND BONDS	.00	.00	50,500.00	50,500.00	.0
01-35-6524-00 GAS AND OIL	1,247.89	1,247.89	26,400.00	25,152.11	4.7
01-35-6526-00 OPERATING SUPPLIES	.00	.00	6,500.00	6,500.00	.0
01-35-6527-00 UNIFORMS AND CLEANING	15.00	15.00	9,000.00	8,985.00	.2
01-35-6528-00 WELD COUNTY MAINT. AGREEME	.00	.00	26,500.00	26,500.00	.0
01-35-6544-02 COMPUTER SYSTEMS	.00	.00	2,500.00	2,500.00	.0
01-35-6544-04 RADAR GUNS	.00	.00	2,500.00	2,500.00	.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	3,600.00	3,600.00	.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	.00	.00	13,500.00	13,500.00	.0
01-35-8012-00 COMP. PROFESSIONAL SERVICE	290.63	290.63	10,000.00	9,709.37	2.9
01-35-8014-00 LEGAL	.00	.00	2,500.00	2,500.00	.0
01-35-8016-00 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
01-35-8017-00 JUVENILE ASSESSMENT CENTER	.00	.00	5,400.00	5,400.00	.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	1,500.00	1,500.00	.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	9,000.00	9,000.00	.0
 TOTAL POLICE	 138,126.95	 138,126.95	 2,332,100.00	 2,193,973.05	 5.9

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROTECTIVE INSPECTIONS</u>					
01-40-5010-00 SALARIES	2,513.40	2,513.40	37,600.00	35,086.60	6.7
01-40-5050-00 PAYROLL TAXES	187.46	187.46	2,900.00	2,712.54	6.5
01-40-5060-00 RETIREMENT	106.45	106.45	1,600.00	1,493.55	6.7
01-40-5065-00 HEALTH INSURANCE	473.55	473.55	7,000.00	6,526.45	6.8
01-40-5070-00 WORKMEN'S COMPENSATION	69.59	69.59	1,400.00	1,330.41	5.0
01-40-6010-00 UTILITIES	.00	.00	3,900.00	3,900.00	.0
01-40-6505-00 OFFICE EXPENSE	.00	.00	3,800.00	3,800.00	.0
01-40-6510-00 TELEPHONE	.00	.00	1,600.00	1,600.00	.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	200.00	200.00	.0
01-40-6518-00 CLEANING & SUPPLIES	28.31	28.31	1,000.00	971.69	2.8
01-40-6522-00 INSURANCE AND BONDS	.00	.00	8,700.00	8,700.00	.0
01-40-6526-00 OPERATING SUPPLIES	.00	.00	2,000.00	2,000.00	.0
01-40-7020-00 REPAIR & MAINTENANCE	58.12	58.12	2,000.00	1,941.88	2.9
01-40-8012-00 COMP. PROF. SERVICES	276.80	276.80	3,600.00	3,323.20	7.7
01-40-8014-00 LEGAL	.00	.00	500.00	500.00	.0
01-40-8016-00 PROFESSIONAL SERVICES	.00	.00	127,000.00	127,000.00	.0
 TOTAL PROTECTIVE INSPECTIONS	 3,713.68	 3,713.68	 205,800.00	 202,086.32	 1.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-45-5010-00 SALARIES	20,593.72	20,593.72	303,000.00	282,406.28	6.8
01-45-5010-03 OVERTIME	.00	.00	7,000.00	7,000.00	.0
01-45-5015-00 PART-TIME SALARIES	.00	.00	15,000.00	15,000.00	.0
01-45-5050-00 PAYROLL TAXES	1,510.02	1,510.02	26,000.00	24,489.98	5.8
01-45-5060-00 RETIREMENT FUND	1,129.84	1,129.84	19,000.00	17,870.16	6.0
01-45-5065-00 HEALTH INSURANCE	6,057.30	6,057.30	82,000.00	75,942.70	7.4
01-45-5070-00 WORKMEN'S COMPENSATION	1,670.16	1,670.16	19,100.00	17,429.84	8.7
01-45-6010-00 UTILITIES	.00	.00	10,000.00	10,000.00	.0
01-45-6015-00 UTILITIES - STREET LIGHTIN	.00	.00	243,000.00	243,000.00	.0
01-45-6505-00 OFFICE EXPENSE	.00	.00	600.00	600.00	.0
01-45-6510-00 TELEPHONE	.00	.00	3,600.00	3,600.00	.0
01-45-6511-00 TRAINING	.00	.00	1,500.00	1,500.00	.0
01-45-6515-00 DUES & SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.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	.00	.00	29,700.00	29,700.00	.0
01-45-6524-00 GAS & OIL	200.60	200.60	14,000.00	13,799.40	1.4
01-45-6526-00 OPERATING SUPPLIES	145.95	145.95	4,500.00	4,354.05	3.2
01-45-6530-00 SNOW AND ICE REMOVAL	.00	.00	35,000.00	35,000.00	.0
01-45-6532-00 TRASH SERVICE	.00	.00	640,000.00	640,000.00	.0
01-45-6534-00 WEED CONTROL	.00	.00	2,500.00	2,500.00	.0
01-45-6536-00 STREET SIGNS	.00	.00	3,500.00	3,500.00	.0
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	.00	.00	2,500.00	2,500.00	.0
01-45-6544-09 SAFETY EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
01-45-7020-00 REP & MAINT - EQUIP & BLDG	.00	.00	25,000.00	25,000.00	.0
01-45-7030-00 REPAIR & MAINT. BLDGS.	.00	.00	3,000.00	3,000.00	.0
01-45-8012-00 COMPUTER PROFESSIONAL SERVICES	219.95	219.95	1,200.00	980.05	18.3
01-45-8016-00 PROFESSIONAL SERVICES	30.95	30.95	3,000.00	2,969.05	1.0
TOTAL STREETS	31,616.49	31,616.49	1,512,300.00	1,480,683.51	2.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

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	347.95	347.95	1,500.00	1,152.05	23.2
01-50-6513-00 PUBLISHING	.00	.00	300.00	300.00	.0
01-50-6522-00 INSURANCE	.00	.00	2,200.00	2,200.00	.0
01-50-6524-00 GAS & OIL	.00	.00	1,900.00	1,900.00	.0
01-50-6526-00 SUPPLIES	.00	.00	2,200.00	2,200.00	.0
01-50-6533-00 TREE TRIMMING	.00	.00	4,000.00	4,000.00	.0
01-50-6534-00 FERTILIZER & WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
01-50-6544-03 SPINTRIMMER	.00	.00	800.00	800.00	.0
01-50-6544-05 TOOLS	.00	.00	400.00	400.00	.0
01-50-6544-06 TREES	.00	.00	2,000.00	2,000.00	.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	500.00	500.00	.0
TOTAL CEMETERY	347.95	347.95	41,000.00	40,652.05	.9

ANIMAL CONTROL

01-55-5010-00 SALARIES	3,749.00	3,749.00	50,000.00	46,251.00	7.5
01-55-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
01-55-5050-00 PAYROLL TAXES	279.57	279.57	3,900.00	3,620.43	7.2
01-55-5060-00 RET BEN	158.79	158.79	2,200.00	2,041.21	7.2
01-55-5065-00 HEALTH BEN	709.95	709.95	12,000.00	11,290.05	5.9
01-55-5070-00 WORKMENS COMPENSATION	69.59	69.59	1,800.00	1,730.41	3.9
01-55-6522-00 INSURANCE	.00	.00	4,100.00	4,100.00	.0
01-55-6524-00 GAS AND OIL	73.90	73.90	2,000.00	1,926.10	3.7
01-55-6526-00 SUPPLIES	.00	.00	1,200.00	1,200.00	.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	9,000.00	9,000.00	.0
01-55-8016-00 PROFESSIONAL SERVICES	.00	.00	7,000.00	7,000.00	.0
TOTAL ANIMAL CONTROL	5,040.80	5,040.80	95,200.00	90,159.20	5.3

SENIOR COORDINATOR PROGRAM

01-60-5015-00 PART-TIME SALARIES	3,130.31	3,130.31	41,800.00	38,669.69	7.5
01-60-5050-00 PAYROLL TAXES	232.24	232.24	3,200.00	2,967.76	7.3
01-60-5065-00 HEALTH INSURANCE	649.33	649.33	8,500.00	7,850.67	7.6
01-60-5070-00 WORKMEN'S COMPENSATION	69.59	69.59	1,200.00	1,130.41	5.8
01-60-6010-00 UTILITIES	.00	.00	4,500.00	4,500.00	.0
01-60-6510-00 TELEPHONE	.00	.00	1,500.00	1,500.00	.0
01-60-6520-00 MILEAGE	65.00	65.00	3,200.00	3,135.00	2.0
01-60-6522-00 INSURANCE	.00	.00	4,000.00	4,000.00	.0
01-60-7020-00 REPAIR & MAINTENANCE	303.00	303.00	5,700.00	5,397.00	5.3
TOTAL SENIOR COORDINATOR PROGRAM	4,449.47	4,449.47	73,600.00	69,150.53	6.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

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	139.18	139.18	2,000.00	1,860.82	7.0
01-65-6010-00 UTILITIES	.00	.00	7,000.00	7,000.00	.0
01-65-6511-00 TRAINING	.00	.00	500.00	500.00	.0
01-65-6522-00 INSURANCE AND BONDS	.00	.00	2,400.00	2,400.00	.0
01-65-6524-00 GAS AND OIL	.00	.00	1,800.00	1,800.00	.0
01-65-6526-00 SUPPLIES	.00	.00	2,500.00	2,500.00	.0
01-65-6534-00 FERTILIZER AND WEED CONTROL	.00	.00	13,000.00	13,000.00	.0
01-65-6542-00 PORTA-LETS	.00	.00	2,200.00	2,200.00	.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	139.18	139.18	67,000.00	66,860.82	.2
<u>LIBRARY</u>					
01-70-7000-00 TOWN SUPPORT-LIBRARY	37,500.00	37,500.00	450,000.00	412,500.00	8.3
TOTAL LIBRARY	37,500.00	37,500.00	450,000.00	412,500.00	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	303.00	303.00	9,000.00	8,697.00	3.4
01-75-7025-00 COMMUNITY CENTER UTILITIES	.00	.00	6,500.00	6,500.00	.0
01-75-7031-00 DOWNTOWN BEAUTIFICATION	.00	.00	27,000.00	27,000.00	.0
01-75-7040-00 OWNERS REP/YMCA - REC. CENTER	.00	.00	250,000.00	250,000.00	.0
01-75-7041-00 GRANT MATCH	.00	.00	5,000.00	5,000.00	.0
01-75-7051-00 MUSEUM IMPR.	.00	.00	25,000.00	25,000.00	.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	.00	.00	12,000.00	12,000.00	.0
01-75-7066-00 WEB SITE CONSULTANT	.00	.00	8,900.00	8,900.00	.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	19,000.00	19,000.00	.0
01-75-7090-00 INSURANCE DEDUCTIBLES	193.16	193.16	17,000.00	16,806.84	1.1
01-75-7100-00 SEPARATION BENEFITS	.00	.00	365,400.00	365,400.00	.0
01-75-7125-00 GROUNDS MAINTENANCE	.00	.00	16,000.00	16,000.00	.0
01-75-7129-00 NEWSLETTER/COMMUNICATION	.00	.00	10,000.00	10,000.00	.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	5,000.00	5,000.00	.0
01-75-7137-00 402 INTERCHANGE BEN. ANALYSIS	.00	.00	45,000.00	45,000.00	.0
TOTAL DEPARTMENT 75	629.11	629.11	879,300.00	878,670.89	.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS OUT</u>					
01-80-7040-00 TRANSFER WATER FUND	.00	.00	187,700.00	187,700.00	.0
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	22,000,000.00	22,000,000.00	.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	320,000.00	320,000.00	.0
01-80-7115-00 TRANSFER TO EQPT. REPLACEMENT	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL TRANSFERS OUT	.00	.00	23,773,700.00	23,773,700.00	.0
 TOTAL FUND EXPENDITURES	 251,949.21	 251,949.21	 30,183,600.00	 29,931,650.79	 .8
 NET REVENUE OVER EXPENDITURES	 592,176.44	 592,176.44	 (19,979,800.00)	 (20,571,976.44)	 3.0

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
02-00-4310-00 WATER CHARGES	117,124.22	117,124.22	2,500,000.00	2,382,875.78	4.7
02-00-4320-00 WATER TAP FEES	11,033.36	11,033.36	.00	(11,033.36)	.0
02-00-4322-00 RAW WATER DEV. FEE	17,262.72	17,262.72	.00	(17,262.72)	.0
02-00-4325-00 WATER REFUNDS	(272.44)	(272.44)	.00	272.44	.0
02-00-4330-00 MISCELLANEOUS	190,273.71	190,273.71	150,000.00	(40,273.71)	126.9
02-00-4610-00 EARNINGS ON INVESTMENTS	7,528.23	7,528.23	71,000.00	63,471.77	10.6
02-00-4830-00 TRANSFER FROM GENERAL FUND	.00	.00	187,700.00	187,700.00	.0
 TOTAL SOURCE 00	 342,949.80	 342,949.80	 2,908,700.00	 2,565,750.20	 11.8
 TOTAL FUND REVENUE	 342,949.80	 342,949.80	 2,908,700.00	 2,565,750.20	 11.8

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
02-25-5010-00 SALARIES	3,212.96	3,212.96	65,000.00	61,787.04	4.9
02-25-5010-03 OVERTIME	.00	.00	300.00	300.00	.0
02-25-5015-00 PART-TIME SALARIES	332.40	332.40	7,500.00	7,167.60	4.4
02-25-5020-00 JANITORIAL SALARIES	216.67	216.67	2,700.00	2,483.33	8.0
02-25-5025-00 MANAGER	2,225.11	2,225.11	29,700.00	27,474.89	7.5
02-25-5050-00 PAYROLL TAXES	430.77	430.77	8,000.00	7,569.23	5.4
02-25-5060-00 RETIREMENT FUND	432.67	432.67	8,100.00	7,667.33	5.3
02-25-5065-00 HEALTH INSURANCE	1,059.22	1,059.22	16,000.00	14,940.78	6.6
02-25-5070-00 WORKMEN'S COMPENSATION	69.59	69.59	1,000.00	930.41	7.0
02-25-6010-00 UTILITIES	.00	.00	3,500.00	3,500.00	.0
02-25-6505-00 OFFICE EXPENSE	68.62	68.62	3,600.00	3,531.38	1.9
02-25-6506-00 UTILITY BILL MAILING	.00	.00	8,300.00	8,300.00	.0
02-25-6507-00 BILL PRESENTMENT	.00	.00	10,000.00	10,000.00	.0
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	2,700.00	2,700.00	.0
02-25-6518-00 CLEANING SUPPLIES	28.29	28.29	1,000.00	971.71	2.8
02-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
02-25-6522-00 INSURANCE & BONDS	.00	.00	7,000.00	7,000.00	.0
02-25-6544-02 CAPITAL OUTLAY - COMP. SOFT	.00	.00	3,200.00	3,200.00	.0
02-25-6544-04 COMPUTER	.00	.00	1,200.00	1,200.00	.0
02-25-6544-07 MISCELLANEOUS OFFICE	.00	.00	300.00	300.00	.0
02-25-7020-00 REPAIR & MAINT.	58.12	58.12	1,000.00	941.88	5.8
02-25-8010-00 AUDIT	.00	.00	3,000.00	3,000.00	.0
02-25-8011-00 PROF. SERV.-WATER ADJUDICATION	.00	.00	30,000.00	30,000.00	.0
02-25-8012-00 COMP. PROFESSIONAL SERVICES	444.05	444.05	8,300.00	7,855.95	5.4
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	25,000.00	25,000.00	.0
02-25-9028-00 COMMUNICATIONS	.00	.00	3,000.00	3,000.00	.0
 TOTAL ADMINISTRATION	 8,578.47	 8,578.47	 259,800.00	 251,221.53	 3.3

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - WATER FUND</u>					
02-70-5010-00 SALARIES	13,686.50	13,686.50	235,000.00	221,313.50	5.8
02-70-5010-03 OVERTIME	260.83	260.83	10,000.00	9,739.17	2.6
02-70-5015-00 PART TIME SALARIES	.00	.00	2,600.00	2,600.00	.0
02-70-5050-00 PAYROLL TAXES	1,025.86	1,025.86	18,900.00	17,874.14	5.4
02-70-5060-00 RETIREMENT FUND	638.31	638.31	13,500.00	12,861.69	4.7
02-70-5065-00 HEALTH INSURANCE	3,990.13	3,990.13	65,000.00	61,009.87	6.1
02-70-5070-00 WORKMEN'S COMPENSATION	695.90	695.90	8,000.00	7,304.10	8.7
02-70-6010-00 UTILITIES	.00	.00	205,000.00	205,000.00	.0
02-70-6510-00 TELEPHONE	.00	.00	8,300.00	8,300.00	.0
02-70-6511-00 TRAINING	500.00	500.00	4,000.00	3,500.00	12.5
02-70-6518-00 CLEANING SUPPLIES	58.00	58.00	1,600.00	1,542.00	3.6
02-70-6522-00 INSURANCE	.00	.00	27,400.00	27,400.00	.0
02-70-6524-00 GAS AND OIL	228.46	228.46	8,800.00	8,571.54	2.6
02-70-6526-00 CHEMICALS	.00	.00	160,000.00	160,000.00	.0
02-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	2,500.00	2,500.00	.0
02-70-6528-00 OPERATING SUPPLIES	.00	.00	10,400.00	10,400.00	.0
02-70-6544-01 METER UPGRADE	.00	.00	75,000.00	75,000.00	.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	18,500.00	18,500.00	.0
02-70-6544-13 WATER PLANT IMPROVEMENTS	.00	.00	65,000.00	65,000.00	.0
02-70-6544-19 DAF SATURATOR SYSTEM	.00	.00	65,000.00	65,000.00	.0
02-70-6544-22 WATERLINE REPLACEMENT	.00	.00	33,000.00	33,000.00	.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
02-70-7015-00 R&M WATERLINES	.00	.00	30,000.00	30,000.00	.0
02-70-7020-00 REPAIRS & MAINTENANCE	.00	.00	80,000.00	80,000.00	.0
02-70-7022-00 VEHICLE REPAIRS	.00	.00	3,500.00	3,500.00	.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 ASSESSMENT	.00	.00	118,000.00	118,000.00	.0
02-70-7090-00 INSURANCE DEDUCTIBLES	1,246.66	1,246.66	10,000.00	8,753.34	12.5
02-70-8012-00 PROFESSIONAL SERVICES	386.80	386.80	50,000.00	49,613.20	.8
TOTAL OPERATIONS - WATER FUND	22,717.45	22,717.45	1,451,500.00	1,428,782.55	1.6
TOTAL FUND EXPENDITURES	31,295.92	31,295.92	1,711,300.00	1,680,004.08	1.8
NET REVENUE OVER EXPENDITURES	311,653.88	311,653.88	1,197,400.00	885,746.12	26.0

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
03-00-4310-00 SEWER CHARGES	157,128.58	157,128.58	1,825,000.00	1,667,871.42	8.6
03-00-4320-00 SEWER TAP FEES	12,600.00	12,600.00	.00	(12,600.00)	.0
03-00-4330-00 MISCELLANEOUS	11,363.04	11,363.04	10,000.00	(1,363.04)	113.6
03-00-4610-00 EARNINGS ON INVESTMENTS	1,216.89	1,216.89	50,000.00	48,783.11	2.4
TOTAL SOURCE 00	182,308.51	182,308.51	1,885,000.00	1,702,691.49	9.7
TOTAL FUND REVENUE	182,308.51	182,308.51	1,885,000.00	1,702,691.49	9.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL</u>					
03-25-5010-00 SALARIES	3,941.58	3,941.58	80,000.00	76,058.42	4.9
03-25-5010-03 OVERTIME	.00	.00	500.00	500.00	.0
03-25-5015-00 PART-TIME SALARIES	332.40	332.40	7,500.00	7,167.60	4.4
03-25-5020-00 JANITORIAL SALARIES	216.66	216.66	2,600.00	2,383.34	8.3
03-25-5025-00 MANAGER SALARIES	4,319.34	4,319.34	57,100.00	52,780.66	7.6
03-25-5050-00 PAYROLL TAXES	643.24	643.24	11,200.00	10,556.76	5.7
03-25-5060-00 RETIREMENT FUND	693.37	693.37	11,600.00	10,906.63	6.0
03-25-5065-00 HEALTH INSURANCE	1,408.94	1,408.94	24,200.00	22,791.06	5.8
03-25-5070-00 WORKMEN'S COMPENSATION	69.59	69.59	800.00	730.41	8.7
03-25-6010-00 UTILITIES - TOWN HALL	.00	.00	4,400.00	4,400.00	.0
03-25-6505-00 OFFICE EXPENSES	.00	.00	3,200.00	3,200.00	.0
03-25-6506-00 UTILITY BILL MAILING	.00	.00	7,800.00	7,800.00	.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	1,800.00	1,800.00	.0
03-25-6511-00 TRAINING & MEETINGS	.00	.00	700.00	700.00	.0
03-25-6515-00 DUES & SUBSCRIPTIONS	.00	.00	500.00	500.00	.0
03-25-6518-00 CLEANING SUPPLIES	.00	.00	1,100.00	1,100.00	.0
03-25-6520-00 MILEAGE & EXPENSES	.00	.00	500.00	500.00	.0
03-25-6522-00 INSURANCE & BONDS	.00	.00	7,200.00	7,200.00	.0
03-25-6544-02 COMPUTER SOFTWARE	.00	.00	3,200.00	3,200.00	.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	58.12	58.12	800.00	741.88	7.3
03-25-8010-00 AUDIT	.00	.00	5,000.00	5,000.00	.0
03-25-8012-00 PROFESSIONAL SERVICES	444.05	444.05	7,000.00	6,555.95	6.3
03-25-8014-00 LEGAL	.00	.00	16,000.00	16,000.00	.0
03-25-8016-00 SALARY STUDY	.00	.00	800.00	800.00	.0
03-25-8017-00 PROFESSIONAL SERVICES - ENG.	.00	.00	30,000.00	30,000.00	.0
 TOTAL PERSONNEL	 12,127.29	 12,127.29	 295,400.00	 283,272.71	 4.1

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS - SEWER FUND</u>					
03-70-5010-00 SALARIES	16,727.89	16,727.89	280,000.00	263,272.11	6.0
03-70-5010-03 OVERTIME PAY	318.76	318.76	10,000.00	9,681.24	3.2
03-70-5050-00 PAYROLL TAXES	1,253.82	1,253.82	22,200.00	20,946.18	5.7
03-70-5060-00 RETIREMENT FUND	780.14	780.14	16,500.00	15,719.86	4.7
03-70-5065-00 HEALTH INSURANCE	4,876.84	4,876.84	81,000.00	76,123.16	6.0
03-70-5070-00 WORKMEN'S COMPENSATION	417.54	417.54	8,900.00	8,482.46	4.7
03-70-6010-00 UTILITIES	.00	.00	220,000.00	220,000.00	.0
03-70-6510-00 TELEPHONE	.00	.00	6,500.00	6,500.00	.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	1,500.00	1,442.00	3.9
03-70-6522-00 INSURANCE	.00	.00	29,300.00	29,300.00	.0
03-70-6524-00 GAS AND OIL	228.46	228.46	9,100.00	8,871.54	2.5
03-70-6525-00 GIS MAPPING	.00	.00	25,000.00	25,000.00	.0
03-70-6526-00 CHEMICALS	.00	.00	120,000.00	120,000.00	.0
03-70-6527-00 SUPPLIES-SAFETY EQPT.	.00	.00	3,500.00	3,500.00	.0
03-70-6528-00 OPERATING SUPPLIES	.00	.00	10,000.00	10,000.00	.0
03-70-6544-02 TOOLS	.00	.00	3,500.00	3,500.00	.0
03-70-6544-03 VEHICLE	.00	.00	19,000.00	19,000.00	.0
03-70-6544-04 MANHOLE INSTALLATION	.00	.00	50,000.00	50,000.00	.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
03-70-6544-20 LOW POINT - IMPROVEMENTS	.00	.00	400,000.00	400,000.00	.0
03-70-7015-00 REPAIRS & MAINT - MAINS	.00	.00	20,000.00	20,000.00	.0
03-70-7020-00 REPAIRS & MAINTENANCE	1,260.00	1,260.00	120,000.00	118,740.00	1.1
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	45,000.00	45,000.00	.0
03-70-7090-00 INSURANCE DEDUCTIBLES	.00	.00	7,500.00	7,500.00	.0
03-70-8012-00 PROFESSIONAL SERVICES	207.00	207.00	50,000.00	49,793.00	.4
 TOTAL OPERATIONS - SEWER FUND	 26,128.45	 26,128.45	 1,727,800.00	 1,701,671.55	 1.5
 TOTAL FUND EXPENDITURES	 38,255.74	 38,255.74	 2,023,200.00	 1,984,944.26	 1.9
 NET REVENUE OVER EXPENDITURES	 144,052.77	 144,052.77	 (138,200.00)	 (282,252.77)	 104.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
05-00-4070-00 COLORADO LOTTERY	.00	.00	70,000.00	70,000.00	.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	8,853.56	8,853.56	90,000.00	81,146.44	9.8
05-00-4330-00 OTHER	19.90	19.90	5,000.00	4,980.10	.4
05-00-4610-00 CT-EARNINGS ON INVEST.	222.83	222.83	9,000.00	8,777.17	2.5
TOTAL SOURCE 00	11,096.29	11,096.29	236,500.00	225,403.71	4.7
TOTAL FUND REVENUE	11,096.29	11,096.29	236,500.00	225,403.71	4.7

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CONSERVATION TRUST

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-70-6533-00 TREE TRIMMING	.00	.00	6,000.00	6,000.00	.0
05-70-6544-01 CAPITAL - TREES	.00	.00	7,000.00	7,000.00	.0
05-70-6545-00 EDDIE ARAGON PARK	168.73	168.73	5,000.00	4,831.27	3.4
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	6,000.00	6,000.00	.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	.00	.00	8,000.00	8,000.00	.0
05-70-6553-00 CLEARVIEW PARK	.00	.00	165,000.00	165,000.00	.0
05-70-7020-00 REPAIR & MAINT.	65.00	65.00	6,000.00	5,935.00	1.1
TOTAL DEPARTMENT 70	233.73	233.73	219,000.00	218,766.27	.1
TOTAL FUND EXPENDITURES	233.73	233.73	219,000.00	218,766.27	.1
NET REVENUE OVER EXPENDITURES	10,862.56	10,862.56	17,500.00	6,637.44	62.1

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CONTINGENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
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	1,634.62	1,634.62	7,200.00	5,565.38	22.7
TOTAL SOURCE 00	<u>1,634.62</u>	<u>1,634.62</u>	<u>232,200.00</u>	<u>230,565.38</u>	<u>.7</u>
TOTAL FUND REVENUE	<u>1,634.62</u>	<u>1,634.62</u>	<u>232,200.00</u>	<u>230,565.38</u>	<u>.7</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CONTINGENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
06-70-6544-00 TRANSFER TO BANK FUND	.00	.00	1,855,500.00	1,855,500.00	.0
TOTAL DEPARTMENT 70	.00	.00	1,855,500.00	1,855,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,855,500.00	1,855,500.00	.0
NET REVENUE OVER EXPENDITURES	1,634.62	1,634.62	(1,623,300.00)	(1,624,934.62)	.1

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
07-00-4310-00 CEMETERY LOTS AND CARE	.00	.00	3,000.00	3,000.00	.0
07-00-4610-00 CP-EARNINGS ON INVESTMENTS	132.40	132.40	900.00	767.60	14.7
TOTAL SOURCE 00	132.40	132.40	3,900.00	3,767.60	3.4
TOTAL FUND REVENUE	132.40	132.40	3,900.00	3,767.60	3.4
NET REVENUE OVER EXPENDITURES	132.40	132.40	3,900.00	3,767.60	3.4

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

EQUIPMENT REPLACEMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
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	1,588.81	1,588.81	5,000.00	3,411.19	31.8
TOTAL SOURCE 00	1,588.81	1,588.81	1,005,000.00	1,003,411.19	.2
TOTAL FUND REVENUE	1,588.81	1,588.81	1,005,000.00	1,003,411.19	.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

EQUIPMENT REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
09-70-6544-03 GRADER ROLL OVER	.00	.00	18,900.00	18,900.00	.0
09-70-6544-04 POLICE VEHICLE	.00	.00	99,500.00	99,500.00	.0
09-70-6544-07 PUBLIC WORKS EQUIPMENT	.00	.00	133,000.00	133,000.00	.0
09-70-6544-10 COMPUTERS	.00	.00	5,200.00	5,200.00	.0
09-70-6544-12 LOADER	.00	.00	19,500.00	19,500.00	.0
TOTAL DEPARTMENT 70	.00	.00	276,100.00	276,100.00	.0
TOTAL FUND EXPENDITURES	.00	.00	276,100.00	276,100.00	.0
NET REVENUE OVER EXPENDITURES	1,588.81	1,588.81	728,900.00	727,311.19	.2

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
11-00-4110-00 DRAINAGE FEES	35,279.99	35,279.99	416,000.00	380,720.01	8.5
11-00-4610-00 EARNINGS ON INVESTMENTS	1,848.53	1,848.53	22,500.00	20,651.47	8.2
TOTAL SOURCE 00	37,128.52	37,128.52	438,500.00	401,371.48	8.5
TOTAL FUND REVENUE	37,128.52	37,128.52	438,500.00	401,371.48	8.5

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
11-25-5010-00 CLERICAL SALARIES	1,391.40	1,391.40	38,900.00	37,508.60	3.6
11-25-5010-03 OVERTIME	.00	.00	100.00	100.00	.0
11-25-5011-00 PART TIME OFFICE	332.40	332.40	12,600.00	12,267.60	2.6
11-25-5025-00 MANAGER	2,225.11	2,225.11	29,500.00	27,274.89	7.5
11-25-5050-00 PAYROLL TAXES	294.61	294.61	6,300.00	6,005.39	4.7
11-25-5060-00 RETIREMENT FUND	264.41	264.41	5,700.00	5,435.59	4.6
11-25-5065-00 HEALTH INSURANCE	726.18	726.18	10,200.00	9,473.82	7.1
11-25-5070-00 WORKMAN'S COMPENSATION	69.59	69.59	700.00	630.41	9.9
11-25-6010-00 UTILITIES	.00	.00	1,600.00	1,600.00	.0
11-25-6505-00 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
11-25-6506-00 UTILITY BILL MAILING	.00	.00	7,900.00	7,900.00	.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	800.00	800.00	.0
11-25-6522-00 INSURANCE AND BONDS	.00	.00	2,800.00	2,800.00	.0
11-25-6544-04 COMPUTER SOFTWARE	.00	.00	3,500.00	3,500.00	.0
11-25-7020-00 MAINTENANCE AND REPAIRS	58.12	58.12	500.00	441.88	11.6
11-25-8010-00 AUDIT	.00	.00	2,500.00	2,500.00	.0
11-25-8012-00 COMPUTER PROF. SERVICES	407.25	407.25	3,700.00	3,292.75	11.0
11-25-8014-00 LEGAL	.00	.00	2,200.00	2,200.00	.0
11-25-8017-00 PROFESSIONAL SERVICES	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMINISTRATION	5,769.07	5,769.07	134,100.00	128,330.93	4.3
<u>OPERATIONS</u>					
11-70-5010-00 SALARIES	1,404.42	1,404.42	63,200.00	61,795.58	2.2
11-70-5010-03 OVERTIME	.00	.00	600.00	600.00	.0
11-70-5050-00 PAYROLL TAXES	98.68	98.68	4,900.00	4,801.32	2.0
11-70-5060-00 RETIREMENT FUND	59.48	59.48	4,200.00	4,140.52	1.4
11-70-5065-00 HEALTH INSURANCE	770.13	770.13	24,000.00	23,229.87	3.2
11-70-5070-00 WORKMEN'S COMPENSATION	208.77	208.77	1,900.00	1,691.23	11.0
11-70-6510-00 TELEPHONE	.00	.00	900.00	900.00	.0
11-70-6511-00 TRAINING	.00	.00	600.00	600.00	.0
11-70-6522-00 INSURANCE	.00	.00	5,000.00	5,000.00	.0
11-70-6524-00 GAS & OIL	125.35	125.35	2,000.00	1,874.65	6.3
11-70-6526-00 OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.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	2,666.83	2,666.83	220,100.00	217,433.17	1.2
TOTAL FUND EXPENDITURES	8,435.90	8,435.90	354,200.00	345,764.10	2.4
NET REVENUE OVER EXPENDITURES	28,692.62	28,692.62	84,300.00	55,607.38	34.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-00-5010-00 LIBRARY- SALARIES	21,665.27	21,665.27	398,000.00	376,334.73	5.4
14-00-5050-00 LIBRARY-PAYROLL TAXES	1,628.28	1,628.28	48,000.00	46,371.72	3.4
14-00-5065-00 HEALTH INS.	367.30	367.30	10,000.00	9,632.70	3.7
14-00-5070-00 WORKMENS COMPENSATION	69.59	69.59	4,000.00	3,930.41	1.7
TOTAL DEPARTMENT 00	23,730.44	23,730.44	460,000.00	436,269.56	5.2
TOTAL FUND EXPENDITURES	23,730.44	23,730.44	460,000.00	436,269.56	5.2
NET REVENUE OVER EXPENDITURES	(23,730.44)	(23,730.44)	(460,000.00)	(436,269.56)	(5.2)

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
15-00-4060-00 USE TAX	612,092.86	612,092.86	1,000,000.00	387,907.14	61.2
15-00-4610-00 EARNINGS ON INVESTMENTS	8,931.33	8,931.33	65,000.00	56,068.67	13.7
TOTAL SOURCE 00	621,024.19	621,024.19	1,065,000.00	443,975.81	58.3
 <u>SOURCE 01</u>					
15-01-4530-00 DEVELOPER REIMBURSEMENT	.00	.00	60,000.00	60,000.00	.0
TOTAL SOURCE 01	.00	.00	60,000.00	60,000.00	.0
 TOTAL FUND REVENUE	 621,024.19	 621,024.19	 1,125,000.00	 503,975.81	 55.2

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
15-70-7020-00 STREET REPAIR & MAINT.	.00	.00	350,000.00	350,000.00	.0
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	1,200,000.00	1,200,000.00	.0
15-70-7062-00 COMMUNITY RECREATION CENTER	995,297.82	995,297.82	6,000,000.00	5,004,702.18	16.6
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	995,297.82	995,297.82	7,587,500.00	6,592,202.18	13.1
<hr/>					
15-80-7060-00 REBATE	.00	.00	180,000.00	180,000.00	.0
15-80-7090-00 I-25 GRANT CONTRIBUTION	.00	.00	250,000.00	250,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	430,000.00	430,000.00	.0
<hr/>					
TOTAL FUND EXPENDITURES	995,297.82	995,297.82	8,017,500.00	7,022,202.18	12.4
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NET REVENUE OVER EXPENDITURES	(374,273.63)	(374,273.63)	(6,892,500.00)	(6,518,226.37)	(5.4)

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

JOHNSON'S CORNER IMP. FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
16-00-4070-00 FROM SALES TAX	8,231.00	8,231.00	112,500.00	104,269.00	7.3
16-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	100.00	100.00	.0
TOTAL SOURCE 00	<u>8,231.00</u>	<u>8,231.00</u>	<u>112,600.00</u>	<u>104,369.00</u>	<u>7.3</u>
TOTAL FUND REVENUE	<u>8,231.00</u>	<u>8,231.00</u>	<u>112,600.00</u>	<u>104,369.00</u>	<u>7.3</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

JOHNSON'S CORNER IMP. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
16-70-7010-00 CONSTRUCTION	.00	.00	114,900.00	114,900.00	.0
TOTAL DEPARTMENT 70	.00	.00	114,900.00	114,900.00	.0
TOTAL FUND EXPENDITURES	.00	.00	114,900.00	114,900.00	.0
NET REVENUE OVER EXPENDITURES	8,231.00	8,231.00	(2,300.00)	(10,531.00)	357.9

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
17-00-4610-00 EARNINGS ON INVESTMENTS	8,969.58	8,969.58	50,000.00	41,030.42	17.9
TOTAL SOURCE 00	8,969.58	8,969.58	50,000.00	41,030.42	17.9
 <u>SOURCE 01</u>					
17-01-4110-01 TRANSPORATION FAC. DEV. FEE	524,263.80	524,263.80	405,000.00	(119,263.80)	129.5
17-01-4110-02 POLICE FACILTIES DEV. FEE	134,265.20	134,265.20	132,000.00	(2,265.20)	101.7
17-01-4110-03 PUBLIC FACILITIES DEV. FEE	301,678.10	301,678.10	28,000.00	(273,678.10)	1077.4
17-01-4110-04 PARKS & OPEN SPACE DEV. FEE	239,954.00	239,954.00	150,000.00	(89,954.00)	160.0
17-01-4110-05 LIBRARY FACILITIES FEE	164,504.00	164,504.00	100,000.00	(64,504.00)	164.5
17-01-4110-06 TRAFFIC SIGNAL	1,113.59	1,113.59	5,000.00	3,886.41	22.3
TOTAL SOURCE 01	1,365,778.69	1,365,778.69	820,000.00	(545,778.69)	166.6
 TOTAL FUND REVENUE	 1,374,748.27	 1,374,748.27	 870,000.00	 (504,748.27)	 158.0

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

IMPACT FEES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-70-6544-01 POLICE VEHICLE	.00	.00	93,000.00	93,000.00	.0
17-70-6544-15 POLICE EQUIPMENT	.00	.00	332,500.00	332,500.00	.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	75,000.00	75,000.00	.0
17-70-8017-00 PARKS & OPEN - PROFESSIONAL	.00	.00	15,000.00	15,000.00	.0
17-70-8018-00 TRANSPORTATION EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
TOTAL DEPARTMENT 70	1,519.75	1,519.75	572,000.00	570,480.25	.3
TOTAL FUND EXPENDITURES	1,519.75	1,519.75	572,000.00	570,480.25	.3
NET REVENUE OVER EXPENDITURES	1,373,228.52	1,373,228.52	298,000.00	(1,075,228.52)	460.8

TOWN OF JOHNSTOWN
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

STREET MAINTENANCE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
20-00-4110-00 STREET MAINTENANCE FEES	27,436.09	27,436.09	305,000.00	277,563.91	9.0
20-00-4610-00 EARNINGS ON INVESTMENTS	.00	.00	500.00	500.00	.0
TOTAL SOURCE 00	<u>27,436.09</u>	<u>27,436.09</u>	<u>305,500.00</u>	<u>278,063.91</u>	<u>9.0</u>
TOTAL FUND REVENUE	<u>27,436.09</u>	<u>27,436.09</u>	<u>305,500.00</u>	<u>278,063.91</u>	<u>9.0</u>

TOWN OF JOHNSTOWN
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2018

STREET MAINTENANCE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-70-7020-00 STREET MAINTENANCE	.00	.00	300,000.00	300,000.00	.0
TOTAL DEPARTMENT 70	.00	.00	300,000.00	300,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	300,000.00	300,000.00	.0
NET REVENUE OVER EXPENDITURES	27,436.09	27,436.09	5,500.00	(21,936.09)	498.8

NOTES

DATE: 02/21/18

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AGENDA ITEM 9A

**AMENDED
PUBLIC IMPROVEMENT
DEVELOPMENT AGREEMENTS
(Iron Horse Filings 1 & 2)
(*Public Hearing)**

**** PUBLIC HEARING PROCEDURE- Amended Public Improvement Development Agreements for Iron Horse Filings 1 & 2***

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

(SUGGESTED MOTIONS):

For Approval:

I move to permit the following amendments to the Public Improvements Development Agreements between the Town and Iron Horse, LLC for Filing Nos. 1 and 2, (with specific terms and conditions related to the allowed permits, escrow concept and Town completing the improvements), and authorize the Town Attorney to negotiate and draft amended Public Improvement Development Agreements with the Developer.

For Denial:

I move to deny approval of the proposed amendments to the Public Improvements Development Agreements between the Town and Iron Horse, LLC for Filing Nos. 1 and 2.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 21, 2018

ITEM NUMBER: 9A

SUBJECT: Public Hearing - Amended Public Improvement Development Agreements for Iron Horse Filings 1 & 2

ACTION PROPOSED: Consider Amended Public Improvement Development Agreements

PRESENTED BY: John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: McWhinney Enterprises, developer of the industrial and commercial property known as Iron Horse has requested amendments to the Iron Horse development agreements. Some of the amendments are minor housekeeping items. The proposed major amendments - which are similar for both agreements - are summarized as follows:

- Divide the Larimer County Road 3 (CR 3) improvement obligations into two phases. North CR 3 improvements are from Ronald Reagan Blvd. to US Hwy 34. South CR 3 improvements are from Ronald Reagan Blvd. south to the Great Western railroad tracks.
- Delete Owner's obligation to improve County Road 3 to US Hwy 34 (North CR 3). Town would allow up to 5 building permits upon payment into escrow. With each of 5 planned permits, the developer would instead pay the sum of \$64,692.67 into an escrow fund for a total amount of \$323,463.00 for improvements to CR 3; Developer could elect to not construct CR 3 improvements – **the Town would be required to pay for any additional costs exceeding the \$323,463.00 and construct the improvements.**
- South CR 3 improvements would be completed as each adjoining lot is developed.

In 2006 Town Council approved a Service Plan for the Johnstown North Metropolitan Districts Nos. 1-3 on the Iron Horse property, and also approved Iron Horse Filing No. 1 plat and the development agreement. In 2012, Town Council approved the Filing No. 2 plat and development agreement. The approved Service Plan (2006) included preliminary estimated costs of \$1,066,100.00 for County Road 3 frontage (roughly \$500,000 for road improvements north of Ronald Reagan) and \$1,825,000.00 for the Union Pacific Railroad crossing of CR 3 and US Hwy 34 intersection and signal improvements for a total cost of \$2,325,000 (2006 dollars)(please refer to attachments).

Iron Horse Filing 1 included an obligation to improve County Road 3 to interim arterial standards including pavement, curb/gutter sidewalk, landscaping to US Hwy 34, plus a proportionate share of US Hwy 34 intersection improvements including planned traffic signal improvements.

In approving the final plat for Iron Horse Filing No. 2, and because of concerns regarding truck traffic through 2534, Town Council placed a restriction on building permits until the CR 3 access to Hwy 34 was resolved (See attached Filing No. 2 Exhibit B-3). The Fiberspar building (Canyon Bakehouse) was permitted after an acceleration lane was constructed on US Hwy 34 east from Larimer Parkway.

Staff comments and recommendations are summarized as follows:

1. In general, staff supports the request for permits in Iron Horse, **but does not recommend that the Town take cash and agree to construct the obligatory public improvements on CR 3, especially when there is an existing metropolitan district.** Staff recommends that the proposed 'escrow' instead be the standard 110% completion surety, and that **the responsibility for improving CR 3 remain with the developer and/or district.**
2. The North CR 3 improvements from Ronald Reagan Blvd. to US Hwy 34 remain essential for truck access for the Iron Horse development. It is recommended that CR 3 improvements north of Ronald Reagan Blvd. be deferred, with a 110% surety in place, until CDOT concludes its PEL study, and makes recommendations regarding the final alignment of CR 3 at US Hwy 34 (Estimated for June 2018). To avoid conflicts if the road must be re-aligned, the developer could obtain building permits on lots not affected by any potential realignment of CR 3. The Town and developer could also work together on replatting and design costs if CR

- 3 must be realigned. The developer or district would still be obligated for a proportionate share of Hwy 34/CR 3 intersection and signal costs.
3. The South CR 3 improvements consist of curb/gutter, sidewalk and landscaping along the Iron Horse frontage of CR 3 from Ronald Reagan south to the railroad crossing. The developer should furnish a 110% completion surety and construct the improvements with the first permit on a lot adjoining CR 3.

LEGAL ADVICE: The Town Attorney has reviewed the proposed amended agreements.

FINANCIAL ADVICE: When the improvements are needed, and the Iron Horse developer and/or the Metro District elects to not make improvements to CR 3 North and the US Hwy 34/CR 3 intersection, then the Town will need to make up the cost of that portion of the improvements, and any additional costs above the proposed escrow payment amount of \$323,463.00. This amount is far below the \$2,325,000.00 estimated in 2006 for CR 3 north of Ronald Reagan including the Union Pacific Railroad crossing of CR 3 and US Hwy 34 intersection and signal improvements.

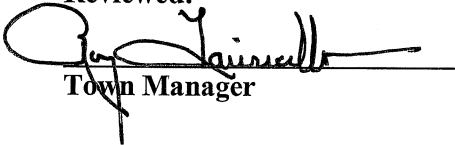
RECOMMENDED ACTION: Consider Proposed Amended Public Improvement Development Agreements

SUGGESTED MOTIONS:

For Approval: I move to permit the following amendments to the Public Improvement Development Agreements between the Town and Iron Horse, LLC for Filing Nos. 1 and 2, (with specific terms and conditions related to the allowed permits, escrow concept and Town completing the improvements), and authorize the Town Attorney to negotiate and draft amended Public Improvement Development Agreements with the Developer.

For Denial: I move to deny approval of the proposed amendments to the Public Improvement Development Agreements between the Town and Iron Horse, LLC for Filing Nos. 1 and 2.

Reviewed:


Town Manager

VICINTY MAP



Larimer County Web Map



Legend

- Tax Parcels
- Railroads
- Major Road System
- Road System
- Lakes and Ponds
- Major Rivers and Streams
- Rivers and Streams
- Incorporated Areas

Notes

0.2 0 0.09 0.2 Miles

Date Prepared: 1/30/2018 3:07:52 PM

1: 7,200

NAD_1983_HARN_StatePlane_Colorado_North_FIPS_0501_Feet



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of this content.

**Johnstown North
Metropolitan Districts Nos. 1-3
Preliminary Cost Estimates (2006)**

EXHIBIT D
Cost Estimates

	Johnstown North Metro District South Phases I - II Construction Costs	Johnstown North Metro District North Phase III Construction Costs	Johnstown North Metro District Off-Site Improvements Construction Costs	Johnstown North Metro District Construction Cost All Phases (I - III)	Johnstown North Metro District Organization and Formation Cost	Johnstown North Total District Costs
Direct Construction Costs						
Removals	\$189,500.00	\$57,105.67		\$246,605.67		\$246,605.67
Earthwork	\$2,242,140.55	\$675,667.28		\$2,917,807.83		\$2,917,807.83
Sanitary Sewer	\$796,930.00	\$240,154.22		\$1,037,084.22		\$1,037,084.22
Domestic Water	\$0.00	\$0.00		\$0.00		\$0.00
Storm Sewer	\$446,580.00	\$134,576.53		\$581,156.53		\$581,156.53
Concrete	\$306,868.75	\$92,474.65		\$399,343.40		\$399,343.40
Asphalt Paving	\$740,601.10	\$223,179.55		\$963,780.65		\$963,780.65
Irrigation System	\$0.00	\$0.00		\$0.00		\$0.00
Landscaping	\$859,720.20	\$259,076.00		\$1,118,796.20		\$1,118,796.20
Dry Utilities	\$2,042,500.00	\$615,505.75		\$2,658,005.75		\$0.00
Miscellaneous	\$2,183,109.99	\$656,612.95	\$173,466.00	\$3,013,188.94		\$3,013,188.94
Offsite Improvements						
County Road 3			\$1,066,100.00	\$1,066,100.00		\$1,066,100.00
UP R/R Crossing & HWY 34			\$1,825,000.00	\$1,825,000.00		\$1,825,000.00
Direct Cost	\$9,807,950.59	\$2,954,352.61	\$3,064,566.00	\$15,826,869.20	\$0.00	\$13,168,863.45
TOTAL	\$12,324,143.09	\$3,668,469.12	\$ 3,923,021.65	\$19,915,633.86	\$121,000.00	\$17,378,628.11

Constructed Phase	Capital Cost per Phase
Formation and Organization	\$121,000.00
Offsite Improvements	\$ 3,923,021.65
Phase I - II	\$10,281,643.09
Phase III	\$ 3,052,963.36
Planning Deduct	\$ -
Total w/o Land	\$17,378,628.11

Year	Year	Capital Cost
Const.	Const.	Per Build Out
2007	12.00%	\$ 2,085,435.37
2008	17.00%	\$ 2,954,366.78
2009	14.00%	\$ 2,433,007.93
2010	12.00%	\$ 2,085,435.37
2011	15.00%	\$ 2,606,794.22
2012	17.00%	\$ 2,954,366.78
2013	13.00%	\$ 2,259,221.65
	100.00%	\$17,378,628.11

Johnstown North Metropolitan District
Preliminary Estimated Project Construction Costs

September 7, 2006

Prepared by: Pinnacle Consulting Group Inc

No.	Item Description	Units	Quantity	Unit Cost	Total	District
Indirect Costs						Cost
1.00	Permits and Fees					
1.01	Municipal Development Permit/Fees (1%)	LS	0	\$0.00	\$ -	\$ -
1.02	Erosion Control and Discharge Insp City and State	LS	1	\$5,000.00	\$ 5,000.00	\$ 5,000.00
1.03	Ditch Crossing	EA	1	\$5,000.00	\$ 5,000.00	\$ 5,000.00
	Permits and Fees Subtotal:				\$ 10,000.00	\$ 10,000.00
2.00	Engineering, Design and Management					
2.01	Design Engineering (Design Construction Plans) (8%)	LS	1	\$245,165.28	\$ 245,165.28	\$ 245,165.28
2.02	Planning (Prelim. layout and Landscape Design) (2%)	LS	1	\$61,291.32	\$ 61,291.32	\$ 18,387.40
2.03	Engineering During Construction	LS	1	\$15,322.83	\$ 15,322.83	\$ 15,322.83
2.04	As-Builts completed (.5%)	LS	1	\$15,322.83	\$ 15,322.83	\$ 15,322.83
2.05	Construction Surveying (3%)	LS	1	\$91,936.98	\$ 91,936.98	\$ 91,936.98
2.06	Re-staking (.5%)	LS	1	\$15,322.83	\$ 15,322.83	\$ 15,322.83
2.07	Material Testing (2% of Direct Cost)	LS	1	\$61,291.32	\$ 61,291.32	\$ 61,291.32
2.08	Safety Inspections	LS	1	\$2,300.00	\$ 2,300.00	\$ 2,300.00
2.09	Construction Management (5%)	LS	1	\$153,228.30	\$ 153,228.30	\$ 153,228.30
2.10	Warranties and Maintenance	LS	1	\$3,400.00	\$ 3,400.00	\$ 3,400.00
2.11	Indirect Construction Contingency (6%)	LS	1	\$183,873.96	\$ 183,873.96	\$ 183,873.96
	Engineering, Design and Management Subtotal:				\$ 848,455.65	\$ 805,551.73
	Indirect Cost Subtotal				\$ 858,455.65	\$ 815,551.73
Direct Costs						
3.00	County Road 3 Improvements					
3.01	Earthwork Cut & Fill	CY	16000	\$ 4.00	\$ 64,000.00	\$ 64,000.00
3.02	30" Curb & Gutter	LF	2800	\$ 12.00	\$ 33,600.00	\$ 33,600.00
3.03	18" Curb & Gutter	LF	3400	\$ 11.00	\$ 37,400.00	\$ 37,400.00
3.04	6" Median Cover	SF	6800	\$ 6.50	\$ 44,200.00	\$ 44,200.00
3.05	10" Valley Pan	SF	1200	\$ 8.00	\$ 9,600.00	\$ 9,600.00
3.06	10' x 6" Sidewalk	LF	2200	\$ 45.00	\$ 99,000.00	\$ 99,000.00
3.07	Farmer's Ditch Crossing	LF	120	\$ 1,850.00	\$ 222,000.00	\$ 222,000.00
3.08	12" Fly Ash @ 13%	SY	16500	\$ 6.25	\$ 103,125.00	\$ 103,125.00
3.09	8" Aggregate Road Base	SY	15600	\$ 6.75	\$ 105,300.00	\$ 105,300.00
3.10	6" Asphalt	SY	14000	\$ 15.75	\$ 220,500.00	\$ 220,500.00
3.11	Traffic Control	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
3.12	Sign & Stripe	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
3.13	Landscape (Frontage x 10.5 ft)	SF	23500	\$ 3.25	\$ 76,375.00	\$ 76,375.00
	County Road 3 Subtotal:				\$ 1,066,100.00	\$ 1,066,100.00
4.00	Union Pacific R/R Crossing and HWY 34/Cty Rd 3					
4.01	UPRR Crossing	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
4.02	HWY 34 Temporary Signal	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
4.03	HWY 34 Permanent Signal	LS	1	\$ 475,000.00	\$ 475,000.00	\$ 475,000.00
4.04	Highway Accel/Decel/Turn Lanes (Assumes No North Side Improvements) South Side and Turn Lanes Only	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
	UP R/R and HWY 34 Subtotal:				\$ 1,825,000.00	\$ 1,825,000.00
5.00	Miscellaneous					
5.01	Additional developer management costs	LS	1	\$0.00	\$ -	\$ -
5.02	Direct Construction Contingency (6%)	LS	1	\$173,466.00	\$ 173,466.00	\$ 173,466.00
	Miscellaneous Subtotal:				\$ 173,466.00	\$ 173,466.00

Exhibit B-3
Approved Development Agreement
Iron Horse Filing No. 1

IRON HORSE FILING NO.1

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. The requirements of the Annexation Agreement entered into concerning the property known as Spreng Annexation and dated the _____ day of _____, 2006, shall be complied with and specifically those provisions contained in paragraph 29 of said Agreement including, but not limited to, the modified use list and the requirements for both a traffic impact study and a drainage report. Owner/Developer will also need to pay a proportionate share of a traffic signal and intersection improvements at County Road 3 and Highway 34. If traffic warrants require the installation of the traffic signal, Developer shall pay for the entire cost of such installation and shall be, therefore, eligible for reimbursement by those who are responsible for payment of the balance of the cost of the signal light. Any access to Highway 34 will be subject to CDOT approval.
2. Owner/Developer shall adequately address all referral comments and staff comments.
3. Owner/Developer shall comply with the Town approved Design Guidelines, specifically for Iron Horse development and a Town-approved use list.
4. Each individual lot will need a Town approved site plan and a Water and Sewer Service Agreement.
5. Owner/Developer shall work with Thompson Crossing Metropolitan District No. 2 to obtain delivery of non-potable water for irrigation.
6. Owner/Developer shall produce an agreement with 2534, LLC, that 2534, LLC, will provide non-potable water to the Iron Horse development.
7. Owner/Developer shall make appropriate structural improvements to Larimer County Road 3. Temporary paving will currently be accepted with future widening and permanently paved roadway with future site plan approvals on individual lots. Prior to issuance of a Certificate of Occupancy, there must be completed construction of the temporary paving along Larimer County Road 3 from Ron Reagan Boulevard to U.S. Highway 34 and including the UPRR crossing, if permitted by UPRR. (Developer shall use its best efforts to obtain such permission.)
8. Owner/Developer shall produce an agreement with Thompson Crossing Metropolitan District verifying that sewer line capacity will be available to Owner/Developer.

Exhibit B-3
Approved Development Agreement
Iron Horse Filing No. 2

IRON HORSE FILING NO.2

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. The requirements of the Annexation Agreement entered into concerning the property known as Spreng Annexation and dated the 3rd day of November, 2006, shall be complied with and specifically those provisions contained in paragraph 29 of said Agreement including, but not limited to, the modified use list and the requirements for both a traffic impact study and a drainage report. Owner/Developer will also need to pay a proportionate share of a traffic signal and intersection improvements at County Road 3 and Highway 34. If traffic warrants require the installation of a traffic signal, Developer shall pay for the entire cost of such installation and shall be, therefore, eligible for reimbursement by those who are responsible for payment of the balance of the cost of the signal light. Any access to Highway 34 will be subject to CDOT approval.
2. Owner/Developer shall adequately address all referral comments and staff comments.
3. Owner/Developer shall comply with the Town approved Design Guidelines, specifically for Iron Horse development and a Town-approved use list.
4. Each individual lot will need a Town approved site plan and a Water and Sewer Service Agreement.
5. Owner/Developer shall work with Thompson Crossing Metropolitan District No. 2 to obtain delivery of non-potable water for irrigation.
6. Owner/Developer shall produce an agreement with 2534, LLC, that 2534, LLC, will provide non-potable water to the Iron Horse development.
7. Landscaping and sidewalks adjacent to Ronald Reagan Boulevard shall not be required as a condition of development on Lot 3 of Iron Horse Filing #2, with the exception of the specific street frontage of the lot. Upon development of each remaining lot within Filing #2, the Town shall have the right to require completion of landscaping and sidewalks as determined by the Town.
8. Owner/Developer shall produce an agreement with Thompson Crossing Metropolitan District verifying that sewer line capacity will be available to Owner/Developer.

9.

As a temporary means of access, especially for large trucks, Developer, in cooperation with adjacent property owners, shall assist in the procurement of CDOT approvals and complete, or cause to be completed an acceleration lane on eastbound US Highway 34 at Larimer Parkway. --It is understood that the Thompson Crossing Metropolitan District #2 will be proceeding with design and construction of this acceleration lane, the cost of which shall be paid as follows: Iron Horse Developer will be required to pay two-thirds of any and all costs associated with the construction of a right turn lane (eastbound) at Larimer Parkway and Highway 34 to be completed before the issuance of a Certificate of Occupancy for Fiberspar. Any alterations to existing, or special design/construction specifically for trucks (if needed) will be paid 100% by Iron Horse. Access to U.S. Highway 34 will be via Larimer Parkway until a building permit application is received for the third building in either Filing No. 1 or Filing No. 2. At that time, Developer will construct an interim road section in accordance with Town standards on Larimer County Road 3 along the frontage of Filing No. 1, starting from the current paved limits of Ronald Reagan Boulevard extending to U.S. Highway 34.

10. Owner/Developer agrees, to the best of its ability, to keep all large flatbed tractor-trailer units that operate in and out of Iron Horse off of Thompson Parkway, and especially trucks carrying large spools of plastic piping.
11. Owner/Developer shall provide, at the time of development of the property, thirty feet (30') of additional right-of-way for expansion of County Road 3 which adjoins the property. Additional right-of-way may also be needed for State Highway 34 if requested by CDOT. Access to Highway 34 will be subject to CDOT approval. Owner/Developer will also need to pay a proportionate share of a traffic signal and intersection improvements at County Road 3 and Highway 34.
12. Owner/Developer shall provide an adequate looped internal water main system.
13. Owner/Developer shall be required to reimburse a proportionate share of water and sanitary sewer mains constructed by other parties that serve Owner/Developer's property.

Iron Horse Filing No. 1 Development Agreement with Proposed Amendments

**AMENDMENT TO
PUBLIC IMPROVEMENTS
DEVELOPMENT AGREEMENT
(NON-RESIDENTIAL)
FOR
TOWN OF JOHNSTOWN
(IRON HORSE)**

THIS AMENDMENT TO PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT (NON-RESIDENTIAL) FOR TOWN OF JOHNSTOWN (IRON HORSE) (the “**Filing No. 1 Agreement Amendment**”) is made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation (hereinafter referred to as the “**Town**”) and **IRON HORSE, LLC**, a Colorado limited liability company (hereinafter referred to as “**Developer**”) this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on November 3, 2006, the Town and the Owner entered into an annexation agreement in connection with the annexation of that property known as the Spreng Annexation (the “**Annexation Agreement**”), which property included Filing No. 1 of Iron Horse (“**Filing No. 1**”) and Filing No. 2 of Iron Horse (“**Filing No. 2**”); and

WHEREAS, on October 31, 2006, the Town and the Developer entered into the Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse) in connection with the development of Filing No. 1 (the “**Filing No. 1 Agreement**”); and

WHEREAS, the Filing No. 1 Agreement requires the Developer to pay a proportionate share of certain Larimer County Road 3 and State Highway 34 improvements; and

WHEREAS, on May 11, 2012, the Town and the Developer entered into the Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse, Filing No. 2) in connection with the development of Filing No. 2 (the “**Filing No. 2 Agreement**”) which requires that Developer construct certain road improvements to Larimer County Road 3 and State Highway 34; and

WHEREAS, the parties hereto desire to amend the Filing No. 1 Agreement to include the correct legal description and plat as exhibits thereto; and

WHEREAS, the parties hereto desire to amend both the Filing No. 1 Agreement and the Filing No. 2 Agreement to set forth the Developer's obligation in connection with the release of the next five (5) building permits in either Filing No. 1 or Filing No. 2..

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 to amend the Filing No. 1 Agreement as follows:

A. Amendment of Exhibit "A." Exhibit "A" of the Filing No. 1 Agreement shall be replaced with the legal description of Filing No. 1, as set forth on Exhibit A to this Filing No. 1 Agreement Amendment.

B. Amendment of Exhibit "B," Paragraph 5. Paragraph 5 of Exhibit "B" of the Filing No. 1 Agreement shall be amended to provide for either construction or deposit of an escrow for Public Improvements as required on Exhibit "B-3" and listed on Exhibit "C," with the amended language of such paragraph to read thereafter as follows:

"5. *Building Permits*

- No building permits shall be issued until the final plat or plan has been approved by the Town and recorded with the County Clerk and Recorder and Public Improvements have been constructed, or an escrow deposited therefor, as required on Exhibit "B-3" and listed on Exhibit "C" (except as otherwise permitted in Paragraph 2.1 of this Agreement)."

C. Amendment of Exhibit "B-1." Exhibit "B-1" of the Filing No. 1 Agreement shall be amended to include a copy of the Iron Horse Filing One plat; a copy of which is also attached as Exhibit B to this Filing No. 1 Agreement Amendment.

D. Amendment of Exhibit "B-3".

- (a) Exhibit "B-3" of the Filing No. 1 Agreement shall be amended by the addition of the following new paragraph to read as follows:

"Paragraph 9. North CR3 Improvements.

9.1 Description. The Larimer County Road 3 improvements have been divided into two construction phases, with one phase generally being the installation of the interim arterial section of Larimer County Road 3 from Ronald Reagan Boulevard to State Highway 34 (the "**North CR3 Improvements**"). A detailed description of the design and construction of

the North CR3 Improvements and the cost estimates therefor are set forth on Exhibit "C," attached hereto and incorporated herein by this reference.

9.2 Cost. The total cost of the North CR3 Improvements is Three Hundred Twenty-three Thousand Four Hundred Sixty-three Dollars (\$323,463) ("**North CR3 Improvement Costs**").

9.3 Escrow/Building Permit Release. Notwithstanding any provision of this Filing No. 1 Agreement to the contrary (including, but not limited to Paragraphs 1 and 7 of Exhibit B-3) or any provision of the Annexation Agreement to the contrary (including, but not limited to, Paragraph 29), the Town agrees that the Developer shall be entitled to receive five (5) building permits from the Town after the date of this Filing No. 1 Agreement Amendment, each of such permits being for a primary building or buildings in a development project within either Filing No. 1 or Filing No. 2 (the "Authorized Building Permits"). In order to receive each of the five (5) Authorized Building Permits, Developer shall escrow with the Town the amount of Sixty-four Thousand Six Hundred Ninety-two Dollars and Sixty-seven Cents (\$64,692.67), such escrowed amount being equal to one-fifth of the North CR3 Improvement Costs (the "Building Permit Escrow"). For the purpose of this Agreement, a building permit for a primary building shall not include any permit for a secondary, ancillary or accessory building including, without limitation, any permit for a tenant improvement, renovation or expansion of an existing structure and no such secondary, ancillary or accessory permits or activities shall be deemed to trigger a Developer escrow or improvement obligation. Issuance of the Authorized Building Permits shall not trigger an obligation for construction of any off-site transportation improvements or any escrow therefor other than the Building Permit Escrow required for release of each of the Authorized Building Permits.

9.4 Construction of North CR3 Improvements.

9.4.1 The Developer shall have no obligation as a result of the issuance of the Authorized Building Permits or prior development activities to construct the North CR3 Improvements, but may elect to construct such improvements in which case the monies in the escrow shall be paid to Developer upon completion of construction of such improvements and acceptance thereof by the Town. The Town shall also have the right to construct the North CR3 Improvements and to use the monies in the escrow for such construction.

9.4.2 The Developer shall not be entitled to receive any building permits in either Filing No. 1 or Filing No. 2 beyond the five (5) Authorized Building Permits above until either the North CR3 Improvements have been constructed or amendments to the Filing No. 1 Agreement and the Filing No. 2 Agreement have been made to address the Developer's responsibility for other off-site transportation obligations therein.

E. Amendment of Exhibit "C." That portion of Exhibit "C" of the Filing No. 1 Agreement, Schedule of Public Improvements, which addresses the CR3 Improvements shall be superseded by Exhibit "C" of this Filing No. 1 Agreement Amendment and such improvements shall be subject to the escrow provisions of Paragraph D(a) of this Filing No. 1 Agreement Amendment (Paragraph 9 of Exhibit "B-3" of the Filing No. 1 Agreement).

F. South CR3 Improvements. The other construction phase of the CR3 Improvements is generally described as curb, gutter, sidewalk and landscaping improvements along Larimer County Road 3 south of Ronald Reagan Boulevard to the Great Western Railroad crossing (the "South CR3 Improvements"). With each development project within Filing No. 1, the developer thereof shall construct the abutting section, as applicable, of the South CR3 Improvements in accordance with all Town requirements therefor. No lots within Filing No. 2 abut the South CR3 Improvements.

G. Remaining Provisions of Filing No. 1 Agreement in Effect. Except to the extent specifically amended by the terms and conditions of this Filing No. 1 Agreement Amendment or in conflict with such terms and conditions, all other provisions of the Filing No. 1 Agreement shall remain in full force and effect and shall continue to bind the parties hereto. Nothing herein shall affect the validity and continued enforceability of the vested property rights granted in Paragraph 23 of the Filing No. 1 Agreement.

IN WITNESS WHEREOF, the parties have set their hands below.

By: McWhinney Real Estate Services, Inc., a
Colorado Corporation, Manager

Title: _____

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Public

TOWN OF JOHNSTOWN, COLORADO,
A Municipal Corporation

By: _____
Diana Seele, Town Clerk

Exhibit A

Legal Description of Filing No. 1
to replace Exhibit "A" of the Filing No. 1 Agreement

That tract of land being located in the Northwest Quarter of Section 13, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Northwest Quarter of said Section 13 as bearing South 89°20'36" East (length of said line being 2756.04 feet), and with all bearings contained herein relative thereto;

Commencing at the Northwest Corner of said Section 13; thence along the West line of said Northwest Quarter, South 00°15'14" West, 351.44 feet to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence, along said Southerly right-of-way line, South 68°08'05" East, 21.51 feet to the **POINT OF BEGINNING**; thence, continuing along said Southerly line, South 68°08'05" East, 1,032.59 feet; thence, South 00°15'14" West, 620.76 feet; thence, North 89°44'46" West, 60.24 feet; thence, South 00°15'14" West, 382.13 feet; thence, South 89°44'46" East, 200.00 feet; thence, South 00°15'14" West, 435.12 feet; thence, North 89°44'46" West, 749.76 feet; thence, North 00°15'14" East, 426.74 feet; thence, North 89°44'46" West, 350.00 feet to a point being on the East right-of-way line as described at Book 4, Page 156; thence along said East right-of-way line, North 00°15'14" East, 1,391.58 feet to the **POINT OF BEGINNING**.

PLAT OF IRON HORSE FILING ONE

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.

Exhibit B

Exhibit "B-1"
Filing No. 1 Agreement
Iron Horse Filing One plat

DEDICATION STATEMENT

Know all persons by these presents that Iron Horse LLC, being the owner of the following described property:

That tract of land being located in the Northwest Quarter of Section 13, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of the Northwest Quarter of said Section 13 as bearing South 89°20'36" East (length of said line being 2756.04 feet), and with all bearings contained herein relative thereto;

Commencing at the Northwest Corner of said Section 13; thence along the West line of said Northwest Quarter, South 00°15'14" West, 351.44 feet to a point on the Southerly right-of-way line of the Union Pacific Railroad; thence, along said Southerly right-of-way line, South 68°08'05" East, 21.51 feet to the POINT OF BEGINNING; thence, continuing along said Southerly line, South 68°08'05" East, 1,032.59 feet; thence, South 00°15'14" West, 620.76 feet; thence, North 89°44'46" West, 40.24 feet; thence, South 00°15'14" West, 382.13 feet; thence, South 89°44'46" East, 200.00 feet; thence, South 00°15'14" West, 435.12 feet; thence, North 89°44'46" West, 749.76 feet; thence, North 00°15'14" East, 426.74 feet; thence, North 89°44'46" West, 350.00 feet to a point being on the East right-of-way line as described at Block 4, Page 156; thence along said East right-of-way line, North 00°15'14" East, 1,391.58 feet to the POINT OF BEGINNING.

The above described tract of land contains 1,451,470 square feet or 33.321 acres, more or less and is subject to all easements and rights-of-way now on record or existing, and do hereby subdivide the same into lots, blocks, tracts, outlots, right-of-ways and easements, as shown on this map and do hereby designate and dedicate (1) all such right-of-ways and easements, other than utility easements and private easements, to and for public use, except where indicated otherwise on this map; (2) all such utility easements to and for the public use for the installation and maintenance of utility, irrigation and drainage facilities; and do hereby designate the same as "IRON HORSE FILING ONE".

OWNER: IRON HORSE, LLC, a Colorado Limited Liability Company

By: McWhinney Real Estate Services, Inc., a Colorado Corporation, Manager

By: *Douglas L. Hill*
Douglas L. Hill
Chief Operating Officer

ACKNOWLEDGMENTS:

State of Colorado)
County of Larimer)

The foregoing instrument was acknowledged before me this 31st day of October, 2006, by Douglas L. Hill, as Chief Operating Officer of McWhinney Real Estate Services, Inc., a Colorado Corporation, as Manager of IRON HORSE, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires June 6, 2009
Peter Ann Harrison
Notary Public

LENDERS APPROVAL:

By: *Dan Walsh*
Dan Walsh
Commercial Real Estate Manager
TierOne Bank

ACKNOWLEDGMENTS:

State of Nebraska)
County of Lancaster)

The foregoing instrument was acknowledged before me this 2nd day of November, 2006, by Dan Walsh, Commercial Real Estate Manager, TierOne Bank

Witness my hand and official seal.

My commission expires 2/10/07
Paul J. Thompson
Notary Public

SURVEY NOTES:

1. Basis of Bearings: North line of the Northwest Quarter of said Section 13, Township 5 North, Range 68 West of the 6th P.M., as bearing South 89°20'36" East from a 1 1/2" aluminum cap (upgraded to a 2 1/2" aluminum cap with PLS No. 14823) at the Northwest corner of said Section 13 to a 2.5" aluminum cap with PLS No. 12375 at the North Quarter corner of said Section 13

2. Title Commitment No. 80086014, Amend. No. 3, Commitment date: July 7, 2006, was entirely relied upon for easement, rights of way and encumbrances of record.

SURVEYOR'S CERTIFICATE:

I, Gerald D. Gilliland, being a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey of IRON HORSE FILING ONE was made by me or under my supervision.

Dated this 22nd day of October, 2006

Gerald D. Gilliland
Gerald D. Gilliland
P.L.S. No. 14823
For and on behalf of Northern Engineering Services, Inc.

NOTICE:

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you discover said defect. In no event may any legal action based on any defect in this survey be commenced more than ten years from the date of the certification shown herein.

PLANNING AND ZONING COMMISSION:

This plat, to be known as IRON HORSE FILING ONE, was approved by action of the Planning and Zoning Commission of the Town of Johnstown, Colorado at a regular meeting held on the 15th day of September, 2006.

By: *Jim Funder*
Chair, Planning and Zoning Commission

BOARD OF TRUSTEES:

This plat, to be known as IRON HORSE FILING ONE, is approved and accepted by the Town of Johnstown, by Resolution Number 2006-09, passed and adopted on final reading at a regular meeting of the Board of Trustees of the Town of Johnstown, Colorado held on the 16th day of TRAC, 2006.

By: *Paul J. Thompson*
Mayor
Samuel Nees
Town Clerk

NOTE:

A. The Ditch Company has an easement for its ditch and has the authority to cut and remove trees within its right of way and it is acknowledged by the owners of the property in the Subdivision that the Ditch Company will, at an appropriate time, remove any and all such trees on the property. The owners of the property in the Subdivision acknowledge that the property owners and successor owners may not plant or otherwise landscape the ditch right of way. The Ditch Company also has the authority to install and maintain a road along each ditch bank for its purposes.

B. The property owners may not place any fence within the ditch right of way, and particularly across the right of way; and the property owners shall not install any gates or fences on the ditch company right of way without the prior written approval of the Ditch Company. Any fences approved by the Ditch Company along the ditch easement must be fire proof and stock-proof to prevent damage by ditch cleaning by burning, humans and livestock and other sources to the ditch. There will not be permitted any livestock watering in the ditch. There will not be permitted any pumps in the ditch. Cattle guards instead of gates should be utilized instead of gates.

C. The property owners acknowledge and understand that there may be subsurface waters that arise in the area of this development and that there are periods of time when, due to water flowing within the ditch system and otherwise, that portions of the property receive significant amounts of subsurface water that is very near to the surface, or resides on the surface. Due to this problem, the utility of certain portions of the property for construction of structures could potentially be unavailable. The Ditch Company has no plans to alter its operations as it would cure this surface and subsurface water issue. Ditches may overflow and flood adjoining property and improvements. Property owners shall be solely responsible for all water that overflows the ditch and the Ditch Company shall not be liable for damage caused to any property or improvements due to water overflowing the ditch.

D. The property owners shall maintain the irrigation and drainage patterns existing on the date of recording of the plat so that the quality of water entering the ditch from irrigation and from precipitation and other sources is maintained, and so that there is no change in rate, amount, point or type of drainage into the ditches, other than per this agreement, that will occur. The property owners shall monitor and identify any pollutants or other hazardous materials that enter the ditch and should agree to stop any such deposit in the ditch system.

E. The property owners acknowledge that: 1) No livestock watering, swimming, tubing, canoeing or other use of the ditch or water in the ditch is allowed; 2) No dumping of refuse, including but not limited to household garbage, waste materials, grass clippings, tree and shrub prunings, motor oil, chemicals, pesticides or herbicides is allowed; 3) No pumps for lawn or other irrigation are allowed in the ditch; 4) No use of the ditch easement for hiking, biking, horseback, motorcycle, off road vehicles or other motorized or non-motorized vehicle shall be allowed.

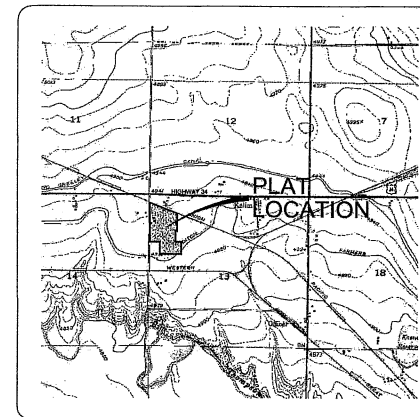
F. No crossings of the ditch are permitted without the prior written consent of the Ditch Company and compliance with the rules, regulations and requirements of the Ditch Company.

NOTE:

TRACTS A AND B (DESIGNATED AS A LANDSCAPE, IRRIGATION AND UTILITY EASEMENT) TO BE OWNED BY THE JOHNSTOWN NORTH METROPOLITAN DISTRICT No. 2 AND WILL BE MAINTAINED BY THE OWNERS ASSOCIATION.

OUTLOT C (DESIGNATED AS A DETENTION AND DRAINAGE EASEMENT) TO BE OWNED BY JOHNSTOWN NORTH METROPOLITAN DISTRICT No. 2 AND WILL BE MAINTAINED BY THE OWNERS ASSOCIATION.

IRON HORSE, LLC SHALL MAINTAIN AN IRREVOCABLE RIGHT TO REVIEW AND APPROVE IN WRITING THE SPECIFIC LOCATION AND PLACEMENT OF ANY AND ALL UTILITY FACILITIES TO BE LOCATED IN, OVER, ACROSS AND THROUGH THE ABOVE DESCRIBED REAL ESTATE PRIOR TO THE INSTALLATION OF SAID FACILITIES.



VICINITY MAP



DEVELOPER/APPLICANT
McWHINNEY ENTERPRISES
2725 ROCKY MOUNTAIN AVENUE SUITE 200
LOVELAND, CO 80538
(970)613-4573



CIVIL ENGINEER
NORTHERN ENGINEERING SERVICES, INC.
200 SOUTH COLLEGE AVE. SUITE 100
FORT COLLINS, CO 80524
(970) 221-4158



SURVEYOR
NORTHERN ENGINEERING SERVICES, INC.
200 SOUTH COLLEGE AVE. SUITE 100
FORT COLLINS, CO 80524
(970) 221-4158

NOTICE: This plat is subject to the provisions of the Colorado Plat Act, which requires that the plat be recorded in the public records of the county in which the land is located. The plat is subject to the provisions of the Colorado Plat Act, which requires that the plat be recorded in the public records of the county in which the land is located.

SECTION 13
TOWNSHIP 5 N
RANGE 68 W

NORTHERN
ENGINEERING
SERVICES, INC.
200 SOUTH COLLEGE AVE. SUITE 100
FORT COLLINS, COLORADO 80524
PHONE: (970) 221-4158
WWW.NORTHERNENGINEERING.COM

DATE: 10/22/06
SCALE: AS SHOWN
DRAWN BY: J. H. HILL
CHECKED BY: J. H. HILL

PLAT OF
IRON HORSE FILING ONE
JOHNSTOWN, COLORADO

Sheet
1
Of 3 Sheets

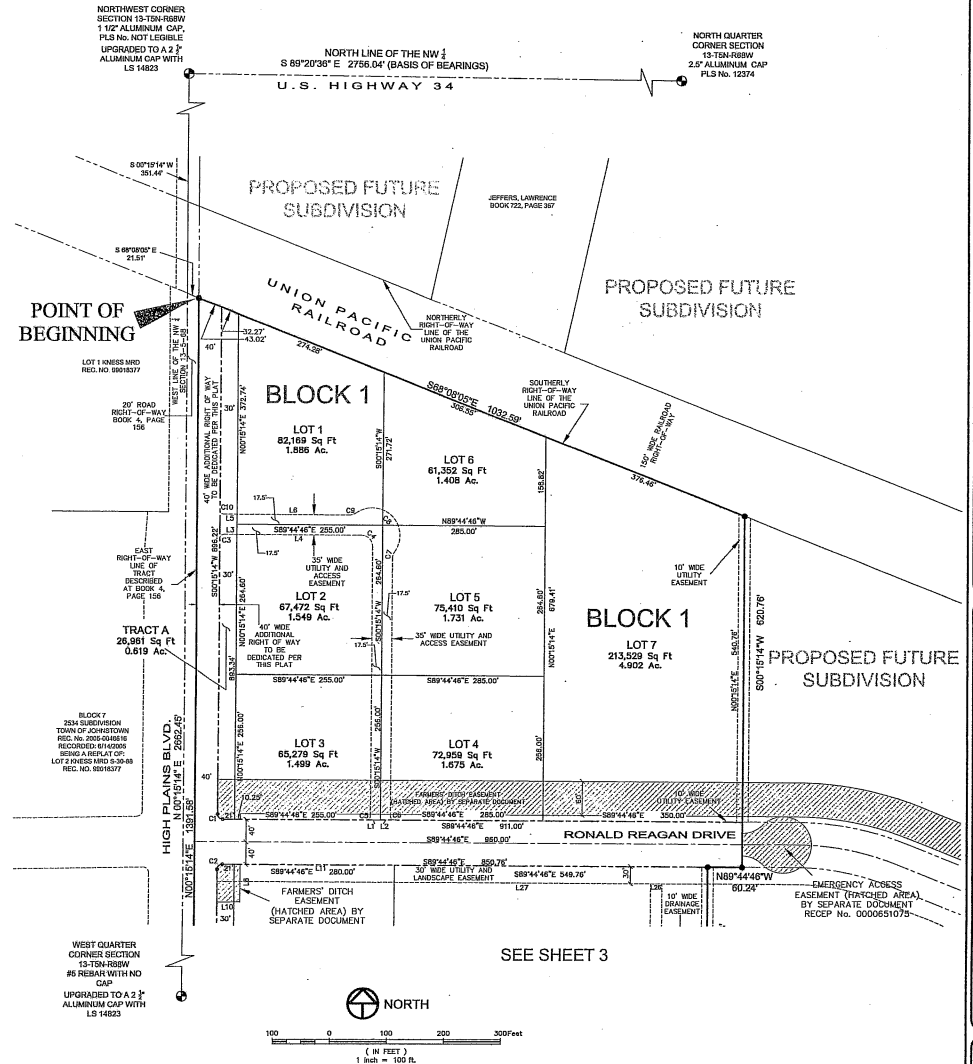
PLAT OF IRON HORSE FILING ONE

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.

LINE	LENGTH	BEARING
L1	24.50	S89°44'46"E
L2	24.50	S89°44'46"E
L3	23.00	S89°44'46"E
L4	218.00	S89°44'46"E
L5	23.00	S89°44'46"E
L6	197.01	S89°44'46"E
L7	55.14	S00°15'14"W
L8	40.26	S89°11'25"W
L9	269.75	N89°44'46"W
L10	54.47	S89°44'46"E
L11	80.10	N00°15'14"E
L12	25.46	N89°44'46"W
L13	10.00	N00°15'14"E
L14	45.46	S89°44'46"E
L15	353.78	S00°15'14"W
L16	40.05	S44°44'46"E
L17	302.36	S89°44'46"E
L18	49.01	N45°15'14"E
L19	427.09	N00°15'14"E
L20	69.75	N89°44'46"W
L21	10.00	N00°15'14"E
L22	89.75	S89°44'46"E
L23	170.77	N00°15'14"E
L24	20.00	S89°44'46"E
L25	449.81	S89°44'46"E
L26	481.34	S00°15'14"W
L27	7.95	N89°25'08"E
L28	10.00	S00°15'14"E
L29	8.05	S89°50'32"W
L30	124.79	S00°15'14"W
L31	65.59	S45°15'14"E
L32	318.93	N89°44'46"W
L33	56.62	N44°44'46"E
L34	9.95	N00°15'14"E
L35	8.00	N89°44'46"W
L36	10.00	N00°15'14"E
L37	8.00	S89°44'46"E
L38	232.00	N00°15'14"E
L39	64.47	N89°44'46"W

NOTE: ● = SET NO. 4
REBAR WITH CAP L.S.
NO. 14953

CURVE	DELTA	RADIUS	ARC LENGTH	BEARING	DISTANCE
C1	90°00'00"	9.00'	14.14'	S44°44'46"E	12.73'
C2	90°00'00"	9.00'	14.14'	S45°15'14"W	12.73'
C3	90°00'00"	7.00'	11.00'	S45°15'14"W	9.90'
C4	90°00'00"	19.50'	30.63'	N44°44'46"W	27.98'
C5	90°00'00"	7.00'	11.00'	N45°15'14"E	9.90'
C6	90°00'00"	7.00'	11.00'	S44°44'46"E	9.90'
C7	36°01'08"	19.50'	12.26'	S89°44'46"W	12.06'
C8	152°02'18"	48.50'	137.16'	N44°44'46"W	95.81'
C9	36°01'08"	19.50'	12.26'	N72°14'40"E	12.06'
C10	90°00'00"	7.00'	11.00'	S44°44'46"E	9.90'
C11	57°48'16"	48.50'	49.93'	S83°06'14"W	46.89'
C12	46°25'44"	48.50'	39.30'	N44°44'46"W	38.23'
C13	57°48'16"	48.50'	49.93'	N07°22'14"E	46.89'



NOTES:
1. All dimensions are in feet and inches, rounded to the nearest hundredth of a foot.
2. All bearings are true bearings, rounded to the nearest second.
3. All distances are in feet, rounded to the nearest hundredth of a foot.
4. All areas are in acres, rounded to the nearest hundredth of an acre.
5. All lot numbers are in bold type.

SECTION: 13
TOWNSHIP: 5 N
RANGE: 68 W
FILE NO. 14953

NORTHERN ENGINEERING
1000 14th St. N., Suite 100
Johnstown, CO 80420
Phone: (303) 441-1111
Fax: (303) 441-1112
www.northerneng.com

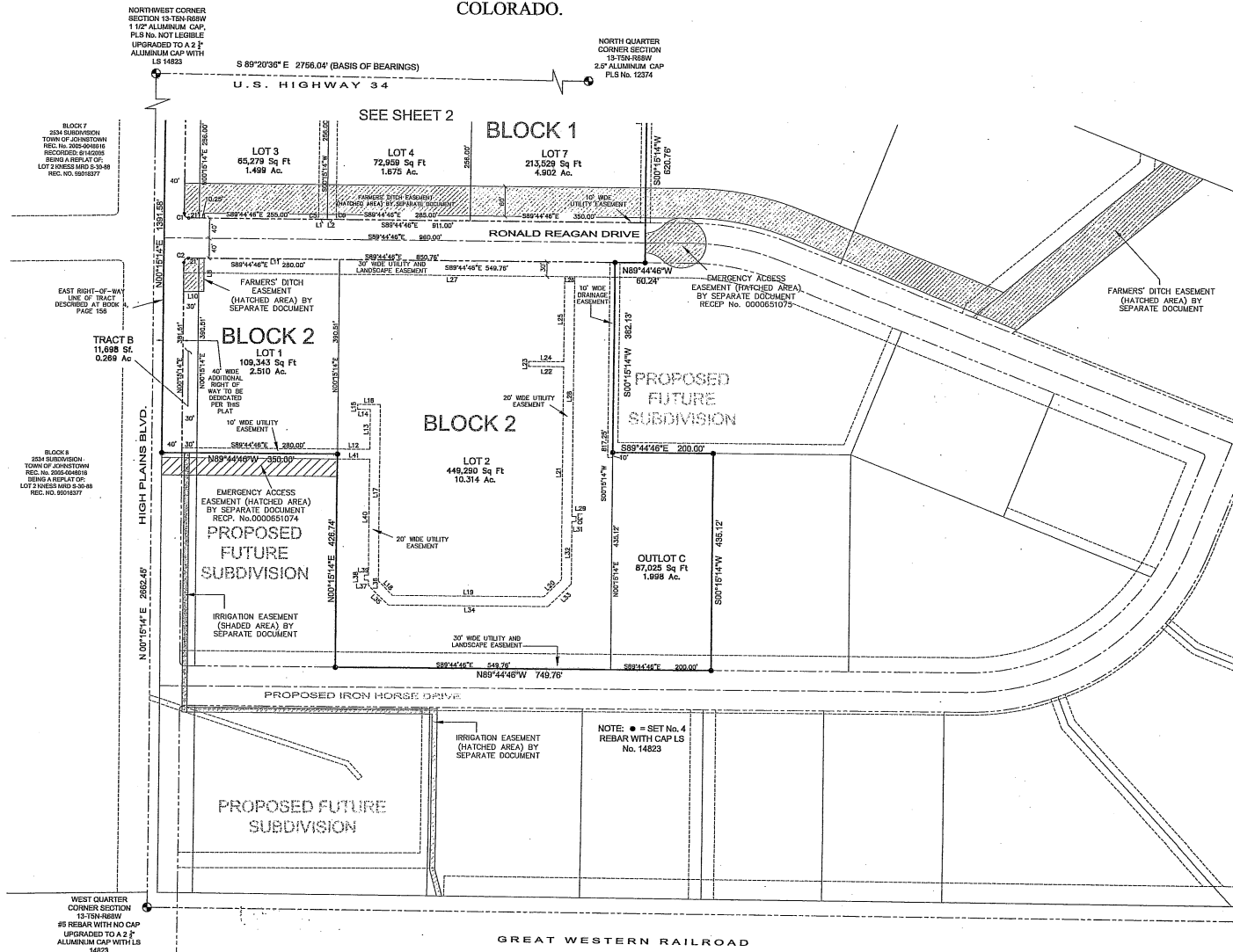
DATE: 10/22/08
SCALE: AS SHOWN
DESIGNED BY: JWA
CHECKED BY: JWA
DRAWN BY: JWA
FILED BY: JWA

PLAT OF
IRON HORSE FILING ONE
JOHNSTOWN, COLORADO

Sheet
2
Of 3 Sheets

PLAT OF IRON HORSE FILING ONE

BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.



100 0 100 200 300 feet
(IN FEET)
1 inch = 100 ft.

NOTES:
1. All easements shown on this plat must be recorded in the public records of the State of Colorado before they can be used.
2. The owner of the land shown on this plat must execute and record a declaration of the easements shown hereon.

SECTION:
13
TOWNSHIP:
T 5 N
RANGE:
R 68 W

**NORTHERN
ENGINEERING**
222 East College Avenue, Suite 100
Fort Collins, Colorado 80526
PHONE: (970) 221-1188 FAX: (970) 221-1189
WWW.NORTHERNENGINEERING.COM

DATE: 10/22/08
SCALE: AS SHOWN
DESIGNED BY: J. J. SHAW
CHECKED BY: J. J. SHAW
PLotted BY: J. J. SHAW

PLAT OF
IRON HORSE FILING ONE
JOHNSTOWN, COLORADO

Sheet
3
Of 3 Sheets

Exhibit "C"
North CR3 Improvement Costs

County Road 3 "North" East Interim Arterial Improvements
Ronald Reagan Blvd to US Highway 34, Interim Improvements
Preliminary Opinion of Costs, Updated 10/27/17

Inclusions/Exclusions

- Approximately 1270 feet of roadway improvements with east side curb/gutter, east side of CR 3 (Ronald Reagan to US34)
- No significant improvement to Great Western Rail Crossing
- Pavement section is 24' wide, with 30" curb on east, 4" HMA over 8" Base, upgradeable to 6" HMA
- No Dry Utility relocations noted.

DIRECT COSTS

Removals

Pavement Removal (at Ronald Reagan intersection)	1	LS	\$	15,000	\$	15,000
Misc. Removals (Clear and Grub)	1	LF	\$	12,500	\$	12,500
Removals Subtotal					\$	27,500

Dry Utilities

Sleeving	600	LF	\$	25.00	\$	15,000
Dry Utilities Subtotal					\$	15,000

County Road 3 Improvements

Earthwork Cut & Fill	10833	CY	\$	4	\$	43,333
Interim Detention Trap- Road	2	EA	\$	8,000	\$	16,000
30" Curb and Gutter	1270	LF	\$	19	\$	24,130
12" Fly Ash @ 12%	3333	SY	\$	9.75	\$	32,500
8" Aggregate Road Base	3333	SY	\$	9.50	\$	31,667
4" Asphalt (Interim Depth)	3333	SY	\$	19.00	\$	63,333
Traffic Control	1	LS	\$	25,000	\$	25,000
Sign & Stripe	1	LS	\$	10,000	\$	10,000
Total County Road 3 Improvements					\$	245,963

UPRR Crossing, Signals

UPRR Crossing- Interim Updates to Concrete & Wood crossing	1	LS	\$	35,000	\$	35,000
Total UPRR, Signals					\$	35,000

DIRECT COST SUBTOTAL:

\$ 323,463

1/5th Share \$ 64,692.67

Iron Horse Filing No. 2 Development Agreement with Proposed Amendments

**AMENDMENT TO
PUBLIC IMPROVEMENTS
DEVELOPMENT AGREEMENT
(NON-RESIDENTIAL)
FOR
TOWN OF JOHNSTOWN
(IRON HORSE, FILING NO. 2)**

THIS AMENDMENT TO PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT (NON-RESIDENTIAL) FOR TOWN OF JOHNSTOWN (IRON HORSE, FILING NO. 2) (the “**Filing No. 2 Agreement Amendment**”) is made and entered into between the **TOWN OF JOHNSTOWN, COLORADO**, a municipal corporation (hereinafter referred to as the “**Town**”) and **IRON HORSE, LLC**, a Colorado limited liability company (hereinafter referred to as “**Developer**”) this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, on November 3, 2006, the Town and the Owner entered into an annexation agreement in connection with the annexation of that property known as the Spreng Annexation (the “**Annexation Agreement**”), which property included Filing No. 1 of Iron Horse (“**Filing No. 1**”) and Filing No. 2 of Iron Horse (“**Filing No. 2**”); and

WHEREAS, on October 31, 2006, the Town and the Developer entered into the Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse) in connection with the development of Filing No. 1 (the “**Filing No. 1 Agreement**”); and

WHEREAS, the Filing No. 1 Agreement requires the Developer to pay a proportionate share of certain Larimer County Road 3 and State Highway 34 improvements; and

WHEREAS, on May 11, 2012, the Town and the Developer entered into the Public Improvements Development Agreement (Non-Residential) for Town of Johnstown (Iron Horse, Filing No. 2) in connection with the development of Filing No. 2, the legal description of which is set forth on Exhibit A attached hereto and incorporated herein by this reference (the “**Filing No. 2 Agreement**”) which requires that Developer construct certain road improvements to Larimer County Road 3 and State Highway 34; and

WHEREAS, the parties hereto desire to amend both the Filing No. 1 Agreement and the Filing No. 2 Agreement to set forth the Developer’s obligation in connection with the release of the next five (5) building permits in either Filing No. 1 or Filing No. 2.

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 to amend the Filing No. 2 Agreement as follows:

A. Amendment of Exhibit "B," Paragraph 5. Paragraph 5 of Exhibit "B" of the Filing No. 2 Agreement shall be amended to provide for either construction or deposit of an escrow for Public Improvements as required on Exhibit "B-3" and listed on Exhibit "C," with the amended language of such paragraph to read thereafter as follows:

"5. *Building Permits*

- No building permits shall be issued until the final plat or plan has been approved by the Town and recorded with the County Clerk and Recorder and Public Improvements have been constructed, or an escrow deposited therefor, as required on Exhibit "B-3" and listed on Exhibit "C" (except as otherwise permitted in Paragraph 2.1 of this Agreement)."

B. Amendment of Exhibit "B-3".

(a) Paragraph 9 of Exhibit B-3 of the Filing No. 2 Agreement shall be amended by the deletion of the last sentence thereof, with the amended language of such paragraph thereafter to read as follows:

- "9. As a temporary means of access, especially for large trucks, Developer, in cooperation with adjacent property owners, shall assist in the procurement of CDOT approvals and complete, or cause to be completed an acceleration lane on eastbound US Highway 34 at Larimer Parkway. It is understood that the Thompson Crossing Metropolitan District #2 will be proceeding with design and construction of this acceleration lane, the cost of which shall be paid as follows: Iron Horse Developer will be required to pay two-thirds of any and all costs associated with the construction of a right turn land (eastbound) at Larimer Parkway and Highway 34 to be completed before the issuance of a Certificate of Occupancy for Fiberspar. Any alterations to existing, or special design/construction specifically for trucks (if needed) will be paid 100% by Iron Horse. Access to U.S. Highway 34 will be via Larimer Parkway until the CR3 Interim Improvements have been constructed by the Town and/or others."

(b) Paragraph 11 of Exhibit "B-3" of the Filing No. 2 Agreement shall be amended by the deletion of the last sentence thereof (which requires Owner/Developer to

pay a proportionate share of certain County Road 3 and Highway 34 traffic and intersection improvements), with the amended language of such paragraph thereafter to read as follows:

“Owner/Developer shall provide, at the time of development of the property, thirty feet (30’) of additional right-of-way for expansion of County Road 3 which adjoins the property. Additional right-of-way may also be needed for State Highway 34 if requested by CDOT. Access to Highway 34 will be subject to CDOT approval.”

(c) Exhibit “B-3” of the Filing No. 2 Agreement shall be amended by the addition of the following new paragraph to read as follows:

“Paragraph 14. North CR3 Improvements.

14.1 Description. The Larimer County Road 3 improvements have been divided into two construction phases, with one phase generally being the installation of the interim arterial section of Larimer County Road 3 from Ronald Reagan Boulevard to State Highway 34 (the “**North CR3 Improvements**”). A detailed description of the design and construction of the North CR3 Improvements and the cost estimates therefor are set forth on Exhibit “B”, attached hereto and incorporated herein by this reference.

14.2 Cost. The total cost of the North CR3 Improvements is Three Hundred Twenty-three Thousand Four Hundred Sixty-three Dollars (\$323,463) (“**North CR3 Improvement Costs**”).

14.3 Escrow/Building Permit Release. Notwithstanding any provision of this Filing No. 2 Agreement to the contrary (including, but not limited to Paragraphs 1 and 7 of Exhibit B-3) or any provision of the Annexation Agreement to the contrary (including, but not limited to, Paragraph 29), the Town agrees that the Developer shall be entitled to receive (5) building permits from the Town after the date of this Filing No. 2 Agreement Amendment, each of such permits being for a primary building or buildings in a development project within either Filing No. 1 or Filing No. 2 (the “Authorized Building permits”). In order to receive each of the five (5) Authorized Building Permits, Developer shall escrow with the Town the amount of Sixty-four Thousand Six Hundred Ninety-two Dollars and Sixty-seven Cents (\$64,692.67), such escrowed amount being equal to one-fifth of the North CR3 Improvement Costs (the “Building Permit Escrow”). For the purpose of this Agreement, a building permit for a primary building shall not include any permit for a secondary, ancillary or accessory building including, without limitation, any permit for a tenant improvement,

renovation or expansion of an existing structure. Issuance of the Authorized Building Permits shall not trigger an obligation for construction of any off-site transportation improvements or any escrow therefor other than the Building Permit Escrow required for release of each of the Authorized Building Permits.

14.4 Construction of North CR3 Improvements.

14.4.1 The Developer shall have no obligation as a result of the issuance of the Authorized Building Permits or prior development activities to construct the North CR3 Improvements, but may elect to construct such improvements in which case the monies in the escrow shall be paid to Developer upon completion of construction of such improvements and acceptance thereof by the Town. The Town shall also have the right to construct the North CR3 Improvements and to use the monies in the escrow for such construction.

14.4.2 The Developer shall not be entitled to receive any building permits in either Filing No. 1 or Filing No. 2 beyond the five (5) Authorized Building Permits above until either the North CR3 Improvements have been constructed or amendments to the Filing No. 1 Agreement and the Filing No. 2 Agreement has been made to address the Developer's responsibility for other off-site transportation obligations therein.

C. Amendment of Exhibit "C." That portion of the Exhibit "C" Schedule of Public Improvements which addresses the CR3 Improvements shall be superseded by Exhibit "B" of this Filing No. 2 Agreement Amendment and such improvements shall be subject to the escrow provisions of Paragraph B(c) of this Filing No. 2 Agreement Amendment (Paragraph 14 of Exhibit "B-3" of the Filing No. 2 Agreement).

D. Remaining Provisions of Filing No. 2 Agreement in Effect. Except to the extent specifically amended by the terms and conditions of this Filing No. 2 Agreement Amendment or in conflict with such terms and conditions, all other provisions of the Filing No. 2 Agreement shall remain in full force and effect and shall continue to bind the parties hereto. Nothing herein shall affect the validity and continued enforceability of the vested property rights granted in Paragraph 23 of the Filing No. 2 Agreement.

IN WITNESS WHEREOF, the parties have set their hands below.

By: McWhinney Real Estate Services, Inc., a
Colorado Corporation, Manager

Title: _____

WITNESS my hand and official seal.

My commission expires: _____

By: _____
Scott James, Mayor

By: _____
Diana Seele, Town Clerk

Exhibit A

Legal Description of Iron Horse, Filing No. 2

A tract of land, being a part of the North Half (N1/2) of Section Thirteen (13), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Johnstown, County of Lorimer, State of Colorado and being more particularly described as follows:

BEGINNING at the Center Quarter corner of said Section 13 and assuming the West line of the Northeast Quarter (NE1/4) of said Section 13 as bearing North 00°27'45" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2655.10 feet with all other bearings contained herein relative thereto;

THENCE North 00°27'45" East along said West line a distance of 30.00 feet to the North Right of Way (ROW) line of the Great Western Railroad;

THENCE North 89°29'40" West along said North ROW line a distance of 534.16 feet;

THENCE North 00°30'20" East a distance of 129.13 feet;

THENCE North 21°51'55" East a distance of 660.31 feet;

THENCE North 27°35'15" West a distance of 37.54 feet to the beginning point of a curve, non-tangent to the aforesaid line;

THENCE along the arc of a curve concave to the North a distance of 87.41 feet, said curve has a Radius of 58.00 feet, a Delta of 86°20'43" and Is subtended by a Chord that bears North 74°24'53" West a distance of 79.37 feet to a Point of Reverse Curvature (PRC);

THENCE along the arc of a curve concave to the Southwest a distance of 20.59 feet, said curve has a Radius of 32.00 feet, a Delta of 36°52'12" and Is subtended by a Chord that bears North 49°40'37" West a distance of 20.24 feet to a Point of Tangency (PT);

THENCE North 68°06'43" West a distance of 1195.63 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the Southwest a distance of 164.25 feet, said curve has a Radius of 435.00 feet, a Delta of 21°28'03" and Is subtended by a Chord that bears North 78°55'44" West a distance of 163.28 feet to a PT;

THENCE North 89°44'46" West a distance of 94.67 feet to the East line of Iron Horse Filing One; THENCE North 00°15'14" East along said East line a distance of 620.76 feet to the South ROW line of the Union Pacific Railroad;

THENCE South 68°08'05" East along said South ROW line a distance of 2642.70 feet; THENCE South 00°27'09" West a distance of 416.45 feet to the beginning point of a curve, non-tangent to the aforesaid line said point being the West ROW line of the Great Western Railroad;

The following Three (3) courses are along the Westerly and Northerly lines of said ROW:

THENCE along the arc of a curve concave to the Southeast a distance of 110.47 feet, said curve has a Radius of 1432.69 feet, a Delta of 04'25'04" and Is subtended by a Chord that bears South 25'55'48" West a distance of 110.44 feet; THENCE along the ore of a curve concave to the Northwest a distance of 601.14 feet, said curve has a Radius of 457.26 feet, a Delta of 75'19'27" and Is subtended by a Chord that bears South 37'14'41" West a distance of 558.78 feet; THENCE North 89'35'17" West along a line non-tangent to the aforesaid curve a distance of 305.12 feet to the POINT OF BEGINNING.

Said described parcel of land contains 45,648 Acres, more or less (\pm), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Exhibit "B"
North CR3 Improvement Costs

County Road 3 "North" East Interim Arterial Improvements
Ronald Reagan Blvd to US Highway 34, Interim Improvements
Preliminary Opinion of Costs, Updated 10/27/17

Inclusions/Exclusions

- Approximately 1270 feet of roadway improvements with east side curb/gutter, east side of CR 3 (Ronald Reagan to US34)
- No significant improvement to Great Western Rail Crossing
- Pavement section is 24' wide, with 30" curb on east, 4" HMA over 8" Base, upgradeable to 6" HMA
- No Dry Utility relocations noted.

DIRECT COSTS

Removals

Pavement Removal (at Ronald Reagan intersection)	1	LS	\$ 15,000	\$ 15,000
Misc. Removals (Clear and Grub)	1	LF	\$ 12,500	\$ 12,500
Removals Subtotal				\$ 27,500

Dry Utilities

Sleeving	600	LF	\$ 25.00	\$ 15,000
Dry Utilities Subtotal				\$ 15,000

County Road 3 Improvements

Earthwork Cut & Fill	10833	CY	\$ 4	\$ 43,333
Interim Detention Trap- Road	2	EA	\$ 8,000	\$ 16,000
30" Curb and Gutter	1270	LF	\$ 19	\$ 24,130
12" Fly Ash @ 12%	3333	SY	\$ 9.75	\$ 32,500
8" Aggregate Road Base	3333	SY	\$ 9.50	\$ 31,667
4" Asphalt (Interim Depth)	3333	SY	\$ 19.00	\$ 63,333
Traffic Control	1	LS	\$ 25,000	\$ 25,000
Sign & Stripe	1	LS	\$ 10,000	\$ 10,000
Total County Road 3 Improvements				\$ 245,963

UPRR Crossing, Signals

UPRR Crossing- Interim Updates to Concrete & Wood crossing	1	LS	\$ 35,000	\$ 35,000
Total UPRR, Signals				\$ 35,000

DIRECT COST SUBTOTAL:

\$ 323,463

1/5th Share \$ 64,692.67

Review Comments

August 8, 2017

Liley Law Offices, LLC
419 Canyon Avenue, Suite 220
Fort Collins, Colorado 80521
Attn: Lucia A. Liley, Esq.

Re: Iron Horse PUD – Design Guidelines and Filing Nos. 1&2 Development Agreements

Initial review of the Guidelines application is completed, and comments are as follows.

1. Amend the Design Guidelines:

The Town Council has long been concerned about allowing corrugated-metal-clad, low-pitch-roof industrial buildings outside of our I-25 Gateway Center and the Marketplace development near Johnson's Corner. This concern is shared by Town staff. The requested amendment to the Design Guidelines would be a significant departure from policy and, without additional requirements, would leave the development open to metal building designs with only minimum exterior features such as plain corrugated siding, exposed low-pitch roof eaves (see attached mark-up photos) with ensuing arguments over exterior design with the JRC (Town) and possibly appeals to Town Council. Moreover, the 2534 Development owners would likely want to remove their restrictions. It is recommended that the request include examples of desirable, higher-finish designs and restrictions on low-quality building designs. (Please note that engineered steel structure framing is not prohibited in Iron Horse.)

2. Amend the Agreements:

Procedure: As requested, the proposed amendments to the Spreng Annexation Agreement, and the Filing Nos. 1&2 Development Agreements will be considered by Town Council at the same meeting as the Guidelines amendment. The Planning and Zoning Commission will not consider these agreements nor make a recommendation before they are presented to Town Council.

Deposit required: In order to proceed with Town Attorney review of the proposed changes to the agreements in preparation for Council consideration, and Town Engineer review of the proposed surety costs, the Iron Horse Developers' Review Cost Account will need to be re-activated with at least a \$5000 deposit. The Review Cost and Funds Deposit Agreements still apply.

Staff review:

To assist Council in its deliberation of the amendments, staff asks for a written, specific explanation for the requested amendments.

Spreng Annexation Agreement: Staff understands the uncertainty of a signalized intersection at High Plains Blvd. (CR 3) at/ US Hwy 34, but the development obligation should not go away until the alternative access is explored through CDOT's PEL study. The current alignment of High Plains and the railroad crossings may in fact preclude a signal, but not necessarily a phase 1

intersection. The US Hwy 34 Planning and Environmental Linkage (PEL) study – regarding widening of and access to US Hwy 34 will not be completed until 2018. The PEL Study will help determine the access for High Plains Blvd. The current requirement for a proportionate share of a signal plus any special access improvements is typical, but if the proportionality is a concern, the term could be defined using development trip generation.

Development agreements: The Town Council's major concern was -and is still - managing truck traffic. Industrial truck traffic should use High Plains to access Hwy 34 in the near future and not simply continue to divert to Larimer Parkway, which will join Thompson Parkway as high-traffic retail shopping access. It is recommended that the interim arterial section for High Plains Blvd. north of Ronald Reagan to US Hwy 34 including the railroad crossing remain an obligation of Iron Horse, pending the results of the PEL study in 2018. The staff is supportive of the Iron Horse development moving on with permits, but we will not recommend that the Town take cash and construct the obligatory public improvements on High Plains Blvd. Instead, we suggest that the 'escrow' be provided as a standard 110% completion surety, and that the responsibility remain with the development.

We suggest phasing the improvements as proposed with Phase 1 being the curb/gutter, sidewalk and landscaping along the Iron Horse frontage south of Ronald Reagan to the railroad crossing by a date certain or number of lots under permit. The Thompson Crossing Metro District completed the two-lane Interim Arterial street improvements, plus frontage curb and gutter from the GWRR railroad crossing to Ronald Reagan, triggered by the Swire Coca Cola project. (We anticipate that TCMD will ask for reimbursement from Iron Horse of the cost of one lane of the Interim Arterial.)

Phase 2, High Plains Blvd. from Ronald Reagan Blvd. to US Hwy 34 is essential for truck access. It is recommended that improvements be deferred with the surety in place and without withholding permits until CDOT concludes its PEL study. If the current alignment remains, the two-lane interim arterial roadway, railroad crossing, curb and gutter sidewalk and landscaping would be constructed to Town standards by a date certain. Should the PEL study not favor the current intersection, a new amendment would be warranted along with considerable discussions about alignment and investment in access improvements.

Town staff is available to discuss the above comments, and work with you on a response. The Design Guidelines can be scheduled for hearing and consideration by the Planning and Zoning Commission in September. The Council hearing on all items would follow, possibly in October.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Franklin', with a stylized, elongated horizontal stroke at the end.

John Franklin
Town Planner

Attachments

Copy to:
Troy McWhinney
File

NOTES

DATE: 02/21/18

AGENDA ITEM 9B

**DESIGN
GUIDELINES
(Johnstown Plaza)
(*Public Hearing)**

*** PUBLIC HEARING PROCEDURE- *Johnstown Plaza Design Guidelines***

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

(SUGGESTED MOTIONS):

For Approval:

I move to approve the Johnstown Plaza Guidelines (subject to the following conditions...)

For Denial:

I move to deny approval of the Johnstown Plaza Design Guidelines.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 21, 2018

ITEM NUMBER: 9B

SUBJECT: *Public Hearing – Johnstown Plaza Design Guidelines

ACTION PROPOSED: Consider Johnstown Plaza Design Guidelines

PRESENTED BY: Mr. John Franklin, Town Planner

AGENDA ITEM DESCRIPTION: Carson Development, owner/developer of the Johnstown Plaza property has requested Town approval of Design Guidelines for the Johnstown Plaza Commercial Development. The Johnstown Plaza Guidelines were drafted in 2016 as part of an agreement with the 2534 Master Association to exclude Johnstown Plaza from the 2534 Design Guidelines and especially the 2534 DRC review process. However, the Guidelines were not processed by the Town for formal approval until now. The existing Johnstown Plaza buildings, including the Scheels store were reviewed by the JRC using the 2534 Guidelines. There remain two additional retail buildings planned near the Thompson Parkway roundabout, plus future development of an 11± acre parcel south of Ronald Reagan Blvd. west of the Gateway Apartments.

This action is fundamentally a housekeeping matter for the Town as the agreement is between Carson and the 2534 Master Association.

The Planning and Zoning Commission held a public hearing on December 13, 2017 and voted unanimously to recommend approval.

LEGAL ADVICE: If approved, the Town Attorney will prepare a resolution for consideration at a subsequent meeting.

FINANCIAL ADVICE: N/A


RECOMMENDED ACTION: The Planning and Zoning Commission has recommended approval of the amendment.

SUGGESTED MOTIONS:

For Approval: I move to approve the Johnstown Plaza Design Guidelines (subject to the following condition(s)...).

For Denial: I move to deny approval of the Johnstown Plaza Design Guidelines.

Reviewed:


Town Manager

**PLANNING AND ZONING
COMMISSION**


SUMMARY MINUTES

**SUMMARY MINUTES
PLANNING & ZONING COMMISSION
WEDNESDAY, DECEMBER 13, 2017
COUNCIL CHAMBERS
450 S. PARISH AVE.**

- 1. CALL TO ORDER:** *Chair Dowling called the meeting to order at 7:00 pm.*
- 2. ROLL CALL:** *Present were Commissioners Storm, Geisendorfer, Kingsolver, Dowling, Montez, Eady and Tepper.*
- 3. PUBLIC COMMENTS REGARDING ITEMS NOT ON THE AGENDA:** *None.*
- 4. PUBLIC HEARINGS:**

A. Use by Special Review for Oil and Gas Exploration – Cito Trust Property: *Chair Dowling opened the public hearing at 7:02 pm. Town Planner Franklin introduced the request, and recommended that upon conclusion of the hearing that the Commission table the matter indefinitely. The applicant had advised that they did not mail out the required hearing notices and did not have a representative available for the meeting.*

Chair Dowling closed the hearing at 7:03 pm. Motion by Commissioner Montez, seconded by Commissioner Kingsolver to table the item indefinitely. Unanimous

 **B. Design Guidelines for Johnstown Plaza:** *Chair Dowling opened the public hearing at 7:05 pm. Town Planner Franklin introduced the item and presented the staff report. Raymond Summers, Carson Development Project Manager, was present to discuss the matter and answer questions.*

Chair Dowling closed the hearing at 7:08 pm. Motion by Commissioner Storms, seconded by Commissioner Montes to recommend approval of the Johnstown Plaza Design Guidelines. Unanimous.

5. NEW BUSINESS:

A. Approval of Minutes of November 8, 2017: *Motion by Commissioner Montez, seconded by Commissioner Kingsolver to approve the minutes as presented. Unanimous.*

B. County Referrals: *None Town Planner mentioned that there is yet no Larimer County Commissioner hearing on the Stroh Pit USR.*

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

A. Recent Town Council Actions (Attachment)

B. Applications in Review (Attachment)

C. Project and Program Updates:

7. COMMISSIONERS' ITEMS: *The Commissioners asked about the status of I-25 and interchange improvements.*

8. ADJOURN: *Chair Dowling adjourned the meeting at 7:45 pm.*

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

**STAFF REPORT
TO
PLANNING AND ZONING
COMMISSION**

AGENDA MEMORANDUM

TO: Johnstown Planning and Zoning Commission
FROM: John Franklin, AICP, Town Planner
DATE: For December 13, 2017
SUBJECT: Public Hearing Regarding Design Guidelines for Johnstown Plaza at 2534

Property Information

Applicant: Carson Development

Owner: Same.

Location: Generally North of Ronald Reagan Blvd. at Thompson Parkway in the 2534 Subdivision

Property Size: 89±acres

Comprehensive Plan Designation: Commercial

Current Zoning: PUD-MU

Current Use(s) of Property: Vacant

Surrounding Land Uses/Zoning:

- North: Vacant/PUD-MU - Retail and Office
- South: Ronald Reagan Blvd., Vacant/PUD-MU - Retail and Office
- East: Private Open Space, /PUD-MU – Retail and Office
- West: 2534 West, Wingate Hotel, vacant

Summary of Application: The owner/developer of the Johnstown Plaza property has requested Town approval of Design Guidelines for the Johnstown Plaza Commercial Development. The Johnstown Plaza Guidelines were drafted in 2016 as part of an agreement with the 2534 Master Association to exclude Johnstown Plaza from the 2534 Design Guidelines and especially the 2534 DRC review process. However, the Guidelines were not processed by the Town for formal approval until now. The existing Johnstown Plaza buildings, including the Scheels store were reviewed by the JRC using the 2534 Guidelines. There remain two additional retail buildings planned near the Thompson Parkway roundabout, plus future development of an 11± acre parcel south of Ronald Reagan Blvd. west of the Gateway Apartments.

Prior Actions: None

Existing and Proposed Land Use(s): The property is presently in development.

Technical Analysis

Relationship to Town Vision and Strategic Plan:

The 2534 development including Johnstown Plaza, is envisioned by the Town Council as a major contributor to the local economy, with a large proportion of the property designated for retail and the on-going generation of sales tax revenue.

Design Guidelines: The proposed Johnstown Plaza Design Guidelines are derived from the 2534 Design Guidelines, with changes for ownership, and unique, site-specific elements.

Attachments: Design Guidelines.

Crucial Referral Responses: None

Staff Report

Technical Findings:

The proposed Johnstown Plaza Design Guidelines meet or exceed the standards in the 2534 Design Guidelines.

Staff Recommendation:

Staff recommends approval of the Johnstown Plaza Design Guidelines.

Planning Commission Action

1. Recommendation:

"I move that the Commission recommend approval of the Johnstown Plaza Design Guidelines."

Or,

2. Recommendation with Conditions:

"I move that the Commission recommend approval of the Johnstown Plaza Design Guidelines with the following condition(s):

- a) _____;
- b) Etc."

Or,

3. Recommend denial:

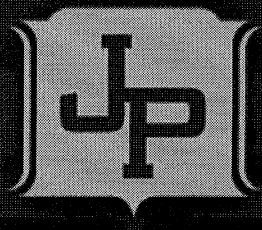
"I move that the Commission recommend denial of the Johnstown Plaza Design Guidelines for the following reasons:

- a) _____;
- b) _____;
- c) Etc."

Johnstown Plaza Design Guidelines

Johnstown Plaza

D E S I G N H A N D B O O K



JOHNSTOWN PLAZA

D E S I G N H A N D B O O K

SECTION 1— INTRODUCTION

- 1.1 Purpose & Intent of Guidelines
- 1.2 The Vision
- 1.3 Design Review Committee & Procedures for Approvals
- 1.4 Proposed Land Use
- 1.5 Relationship to Other Documents

SECTION 2 — OVERALL DESIGN ELEMENTS

- 2.1 Image Framework Plan
- 2.2 2534 Signage System
 - .1 Primary Entry Sign
 - .2 Secondary Entry Sign
- 2.3 Streetscape Design
 - .1 Entries
 - .2 US 34
 - .3 Arterials and Collectors
 - .4 Public Landscape Guidelines
- 2.4 Parks, Open Space, Regional Detention and Natural Areas

SECTION 3 — GENERAL DESIGN GUIDELINES

- 3.1 Applicability
- 3.2 Site Planning & Design
 - .1 Site Design, Building Placement & Orientation
 - .2 Storm Drainage
 - .3 Utilities, Easements & ROW
 - .4 Grading
 - .5 Existing Vegetation Preservation
 - .6 Screening: Large Truck Parking & Service Areas
- 3.3 Pedestrian, Bicycle and Other Non-motorized Circulation
 - .1 Walkway Design Criteria
 - .2 Bike Lanes
 - .3 Recreational Paths & Trails

3.4 Vehicular Access & Circulation

- .1 Roundabouts
- .2 Emergency Access
- .3 Sight Triangles
- .4 Bus Stops
- .5 Drive-Thru Facilities
- .6 Access Between Adjacent Parcels

3.5 Parking

- .1 Parking Lot Design
- .2 Perimeter Landscape Requirements
- .3 Interior Landscaping Requirements
- .4 Interim Parking Lots
- .5 Bicycle Parking

3.6 Landscaping

- .1 Landscape Design Principles
- .2 Landscape Performance Standards
- .3 Irrigation Systems
- .4 Soil Amendments
- .5 Plant Selection & Diversity
- .6 Landscape Maintenance

3.7 Site Development Signage

- .1 Purpose
- .2 Prohibited Signs
- .3 Sign Area Measurement
- .4 Freestanding Signs
- .5 Convenience Store Signs
- .6 Awnings
- .7 Regulatory Signs

3.8 Site Furnishings

- .1 Site Furniture
- .2 Art
- .3 Fencing & Walls

3.9 Lighting

SECTION 4 — RETAIL USES

4.1 Retail Uses Introduction

- .1 Retail Team Directory
- .2 Overall Site Plan
- .3 Addresses Diagram

4.2 Retail Building Design

- .2 Materials Palette
- .3 Building A Elevations
- .4 Building B Elevations
- .5 Building E1 Elevations
- .6 Building E2 Elevations
- .7 Building F Elevations

4.3 Retail Tenant Sign Criteria

- .2 Intro & Descriptions
- .3 Sign Types & Parameters
- .6 General Parameters
- .8 Signs Not Permitted
- .8 Additional Signage
- .9 Environmental Graphics
- .10 Directional Signage
- .11 Signage Size Key Map

4.4 Retail Area Hardscape Design

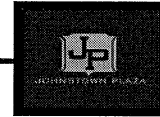
- .2 Site Furnishings
- .3 Site Lighting
- .4 Tower Sign
- .5 Monument Signs
- .6 Site Amenities Masterplan
- .7 Sculpture Location Map
- .8 Central Roundabout—Plan
- .9 Central Roundabout—Elevation
- .10 North Kiosk—Elevation
- .11 Terminus Court / Sitting—Plans
- .12 South Gateway—Plan
- .13 South Gateway—Elevation

T A B L E O F C O N T E N T S

D E S I G N H A N D B O O K

SECTION 1 — INTRODUCTION:

- 1.1 Purpose and Intent of the Guidelines
- 1.2 The Vision
- 1.3 Design Review committee and Procedures for Approvals
- 1.4 Proposed Land Use
- 1.5 Relationship to Other Documents



1.0 Introduction

1.1 Purpose and Intent of the Guidelines

Johnstown Plaza is a commercial shopping center 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 Johnstown Plaza 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 shopping center. Section 1 contains the vision, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by the Johnstown Plaza Design Review Committee (JPDR) and the Town of Johnstown (JRC). Community-wide design elements that convey the character of Johnstown Plaza 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. Shopping Center-Wide Design Elements
3. General Design Guidelines for Development
4. Guidelines Specific to Retail Use
5. Definitions

The WRFG Annexation Agreement, Preliminary and Final Development Plans (GDP's), preliminary and final plats and other development entitlement documents for Johnstown Plaza 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 Johnstown Plaza 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. All guidelines and standards are subject to the reasonable discretion of the JPDRC and JRC, which shall make a final determination in good faith.

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 Council following at least thirty (30) days written notice to the record owner of any real property effected by the modification.

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

The property comprising Johnstown Plaza 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 Johnstown Plaza. Johnstown Plaza Design Guidelines are the performance standards as contemplated in the WFRG Annexation Agreement.

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

1.3.1 Johnstown Plaza Design Review Committee (JPDRC)

The purpose of the JPDRC 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 Johnstown Plaza Design Guidelines legally apply to all land that is part of Johnstown Plaza, 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 JPDRC, which shall consist of the Johnstown Plaza, LLC members and the Carson Development, Inc. members and at least one engineer and one Architect/Landscape



Architect/Planner.

1.3.2 JPDRC Approval Process

Any proposal to construct, modify or demolish improvements within Johnstown Plaza must have plan approval from the JPDRC prior to commencement, and following JPDRC approval must also receive administrative approval, in accordance with these design guidelines, from the Town of Johnstown Town Planner. Subject to Town approval, the JPDRC'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 Johnstown Plaza. After the JPDRC approves a plan submittal, an applicant may proceed with a project, but only in strict compliance with the terms and conditions of approval. The JPDRC may perform periodic site inspections, both during development and on an ongoing basis thereafter to ensure compliance.

The JPDRC meets through appointment only, 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 JPDRC are mandatory for most development projects, however, most details are reviewed through informal meetings with the JPDRC 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 JPDRC 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 JPDRC submittals and shall be paid for the phase scheduled for review on or before said review. If the JPDRC requires that the applicant attend additional meetings with a JPDRC 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 JPDRC action will be issued until all appropriate fees have been paid. A current schedule of fees is contained in the submittal procedures packet.



1.3.3 Johnstown Review Committee (JRC)

The Town's Design Review Committee will be composed of the following persons: Town Manager and Town Planner. 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.

1.3.4 JRC Approval Process

All individual development projects in Johnstown Plaza shall be reviewed and approved by the Town pursuant to this approval process. This approval process shall supersede and replace all other 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 shall schedule a pre-application conference with the Town Planner prior to submittal of any project proposal. 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 Johnstown Plaza JPDRC stating that the development as proposed in the application meets all the applicable standards and guidelines of the Johnstown Plaza 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 Johnstown Plaza 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 Johnstown Plaza Design Guidelines.

The JRC has the right to grant variances to the Johnstown Plaza 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 Johnstown Plaza Guidelines, only if the JRC has the written approval of the JPDRC to grant the variance sought.

C. JRC Approval

The JRC shall approve the application if it complies with the applicable terms and conditions of the Johnstown Plaza Design Guidelines. The JRC may approve the application with conditions. Said conditions shall be specifically related to compliance with standards and guidelines in the Johnstown Plaza 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.

1.3.5 Additional Criteria & Updates

In addition to the criteria herein, the JPDRC 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 JPDRC 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 Council for review and approval.

1.3.6 Variances

The JPDRC 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 JPDRC 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.

1.3.7 Final Plan Amendments

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

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

1.4.1 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, restaurant and 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
- Minor repair, rental and servicing establishments
- Passenger transportation terminals
- Convenience/gasoline service stations
- Retail sales of furniture, fixtures, equipment, home supplies and hardware

1.4.2 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



1.4.3 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

1.4.4 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.

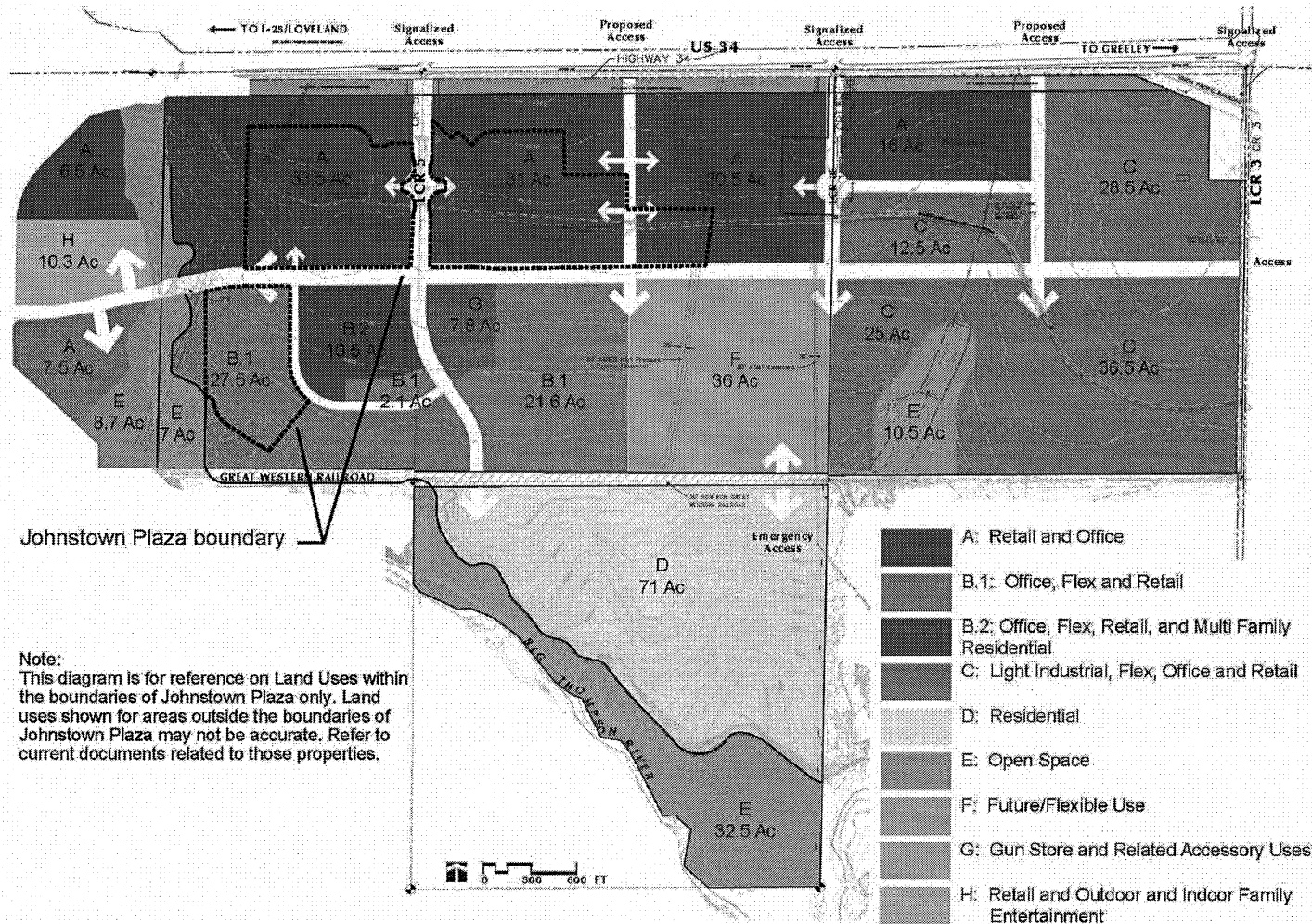
1.5 Relationship to Other Documents

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 – July 2004
- Johnstown Criteria and Construction Regulations-April 2004
- Johnstown Transportation Plan – February 2008



PROPOSED LAND USE PLAN for Johnstown Plaza



SECTION 2 — OVERALL DESIGN ELEMENTS:

- 2.1 Image Framework Plan
- 2.2 2534 Signage System
- 2.3 Streetscape Design
- 2.4 Parks, Open Space, Regional Detention and Natural Areas

2.0 Overall Design Elements

2.1 Image Framework Plan

The image framework plan illustrates the locations of the community identification elements within the 2534 Development as a whole which Johnstown Plaza operates separately within the 2534 Development. 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.

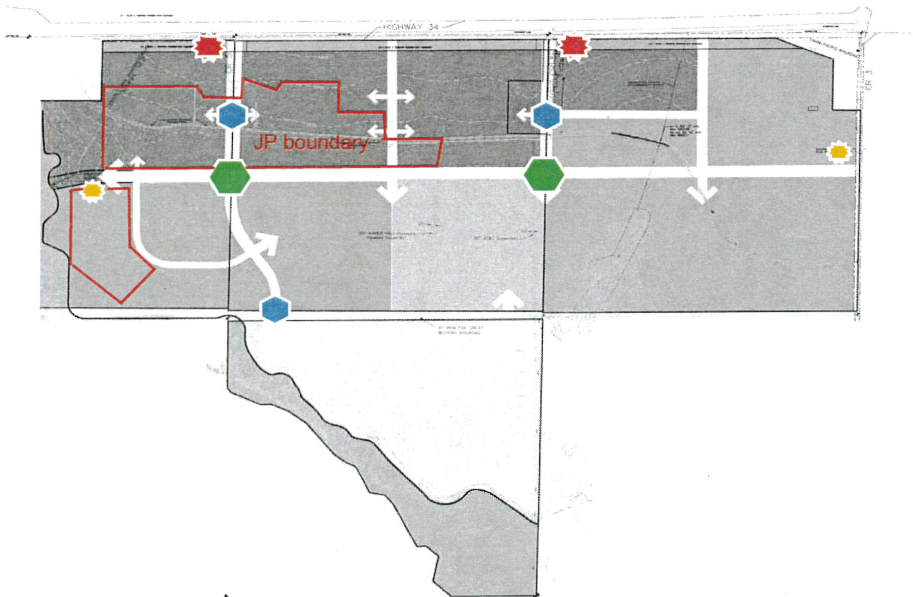






Image Framework Plan

-  Primary Entrance with Signage Secondary
-  Entrance with Signage
-  Landmark Intersections
-  High-image Intersections



2.2 Johnstown Plaza Signage System

All community identity signs for Johnstown Plaza 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.

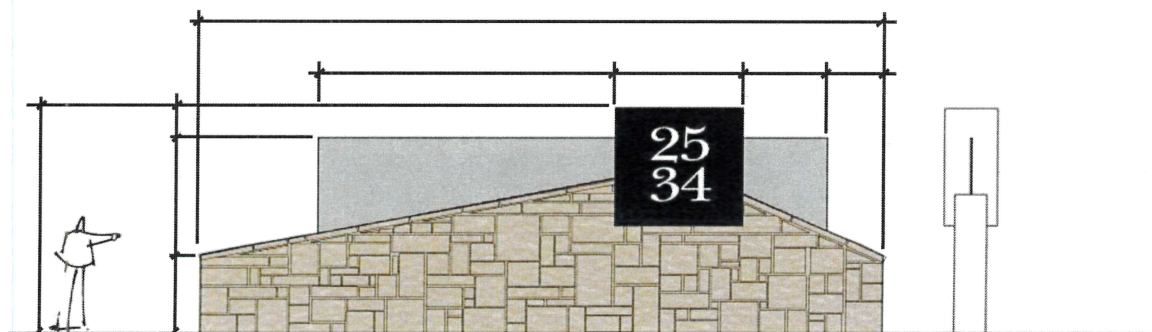
2.2.2 Secondary Entry sign

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

2.3 Streetscape Design

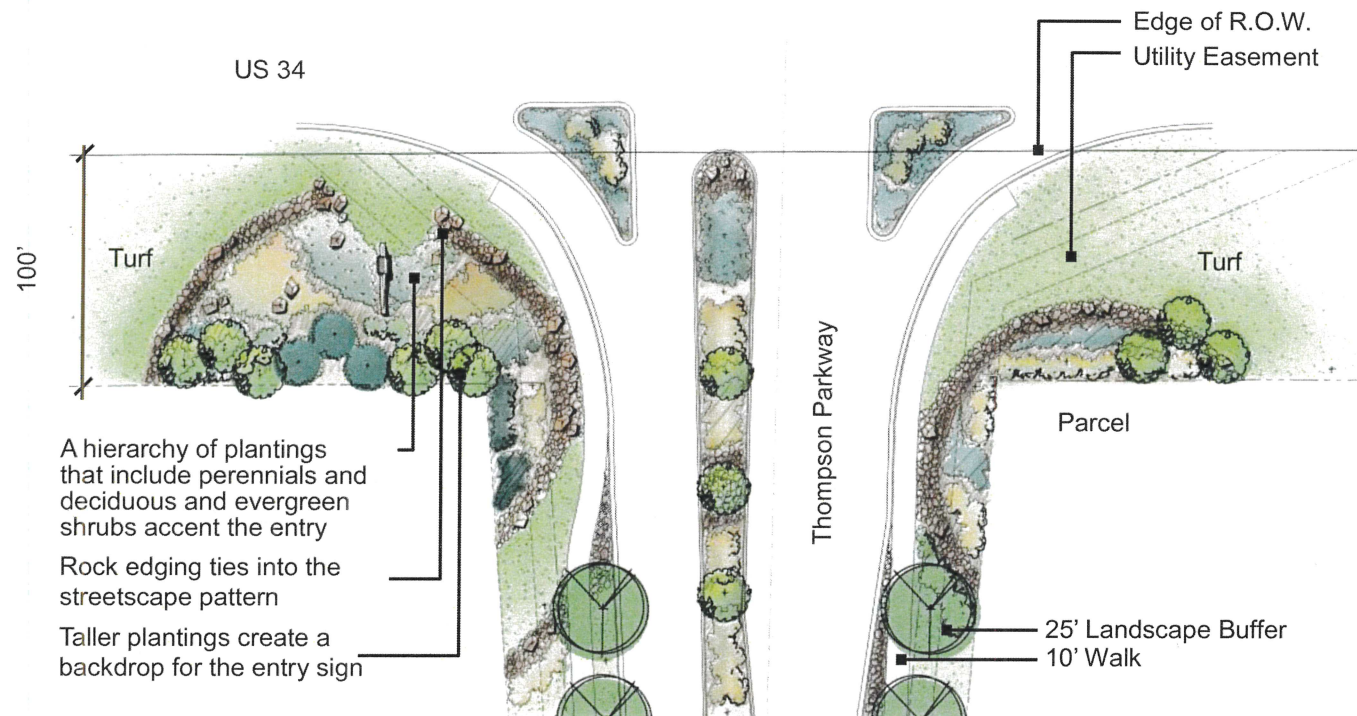
2.3.1 Entries

Johnstown Plaza 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.

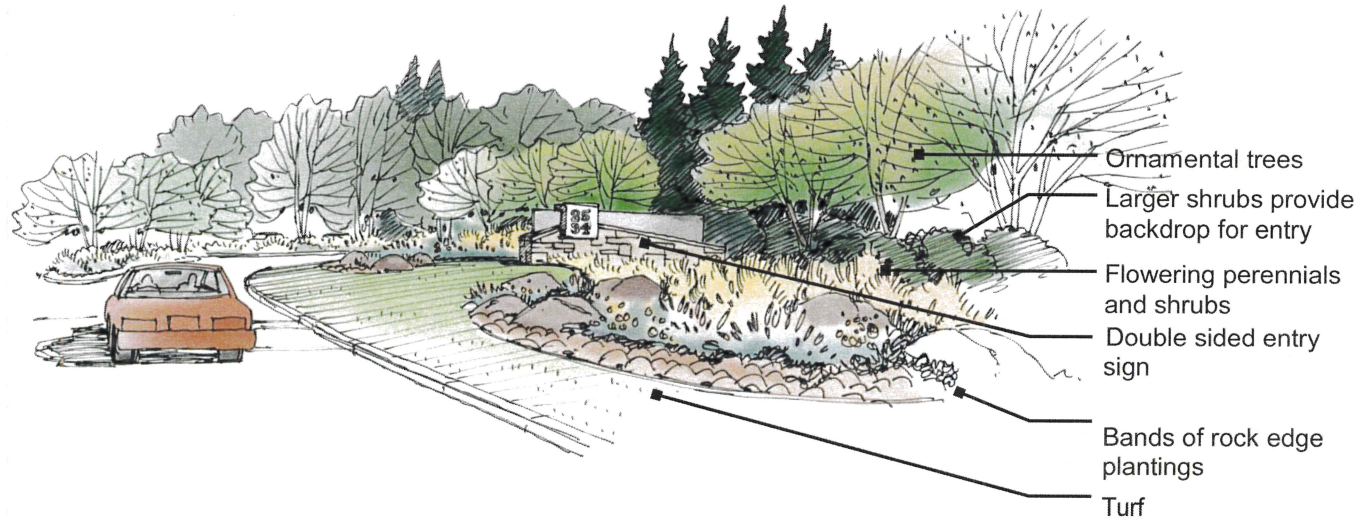


2.3.2 US 34

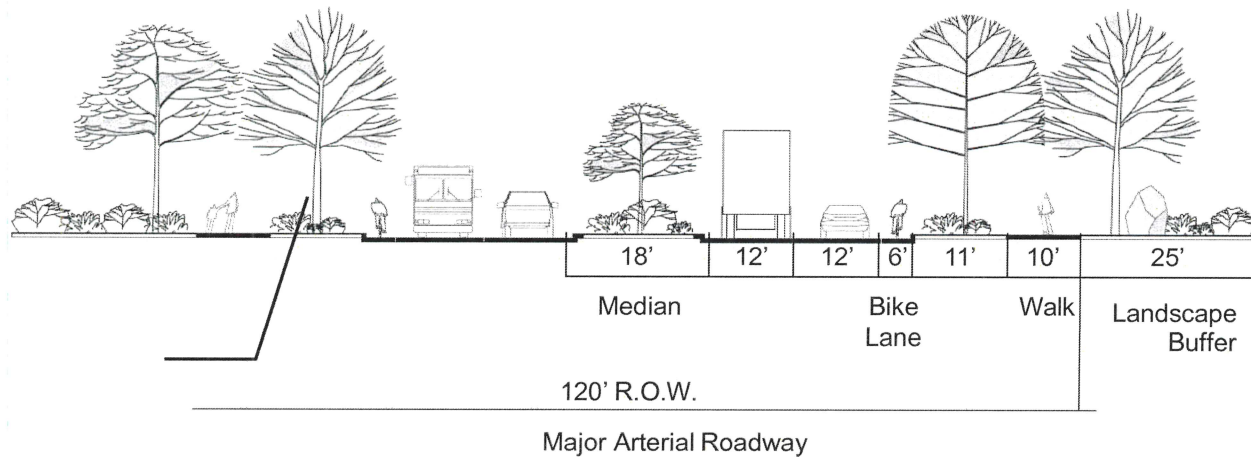
In order to create an appropriate landscape corridor along US 34 that can be perceived at highway speeds, large masses of trees and shrubs are required. The right-of-way will be primarily drought- tolerant turf. This treatment will transition to bands of shrub/perennial beds and tree groupings that meander 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



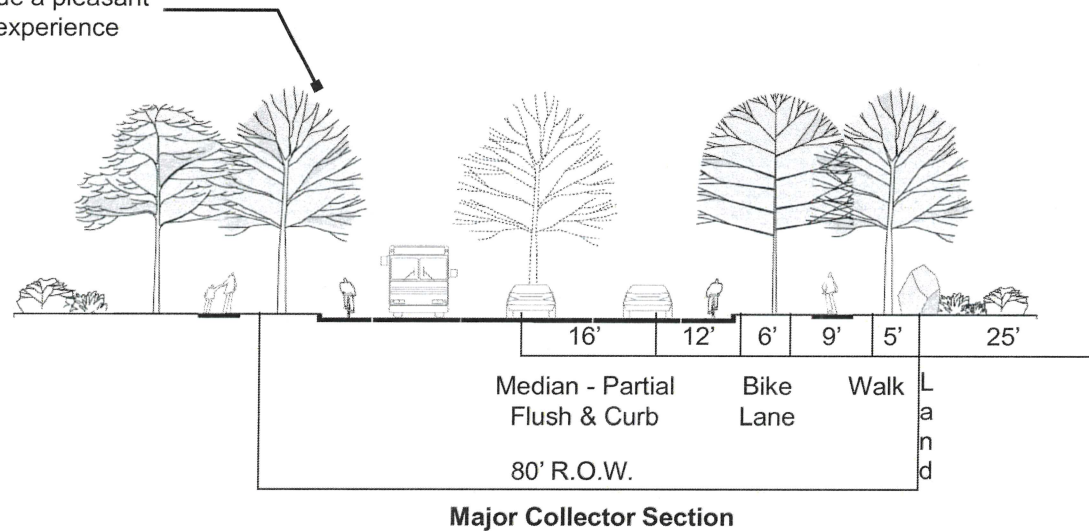
Major Arterial Section



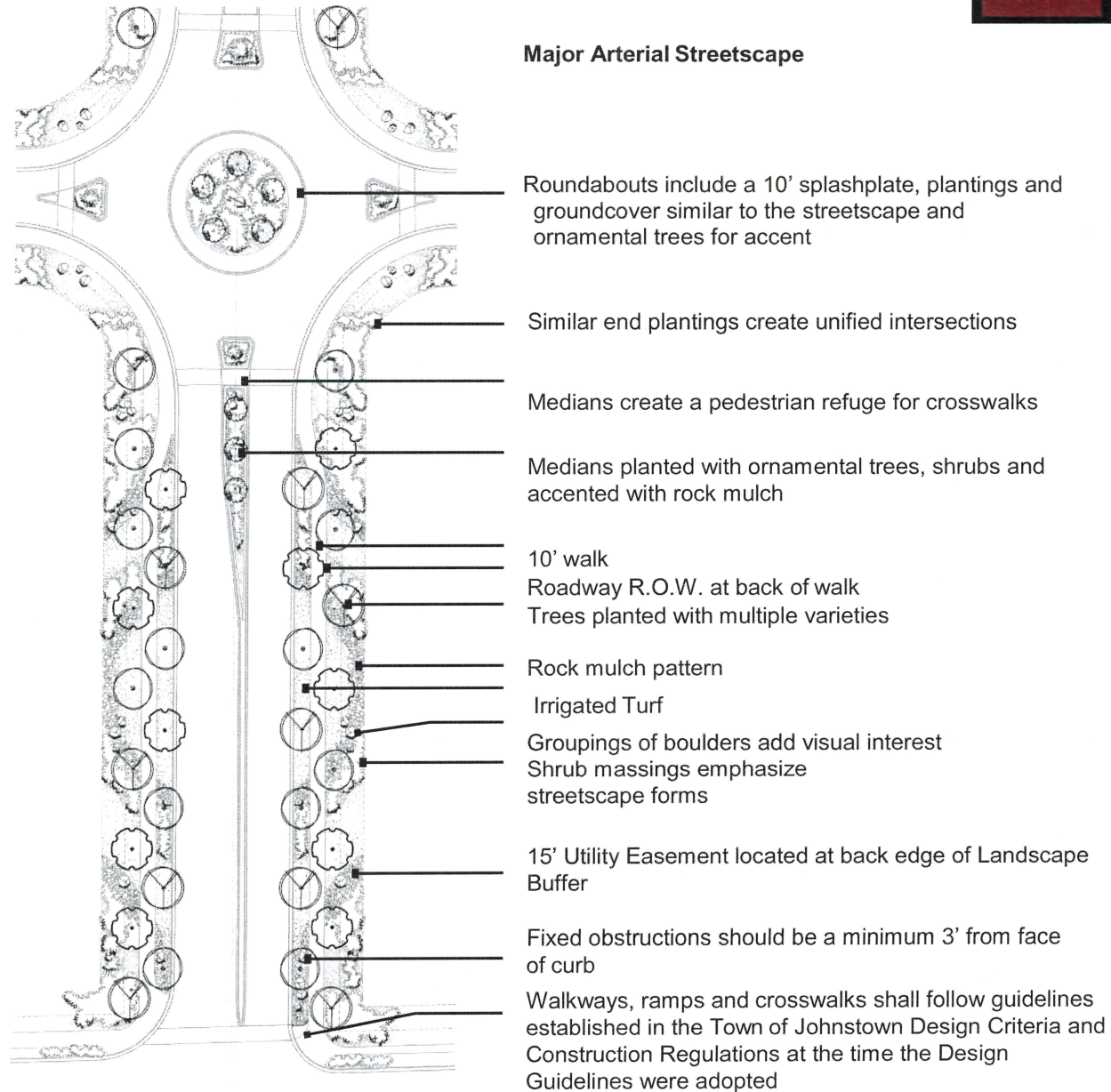
2.3.3 Arterials and Collectors

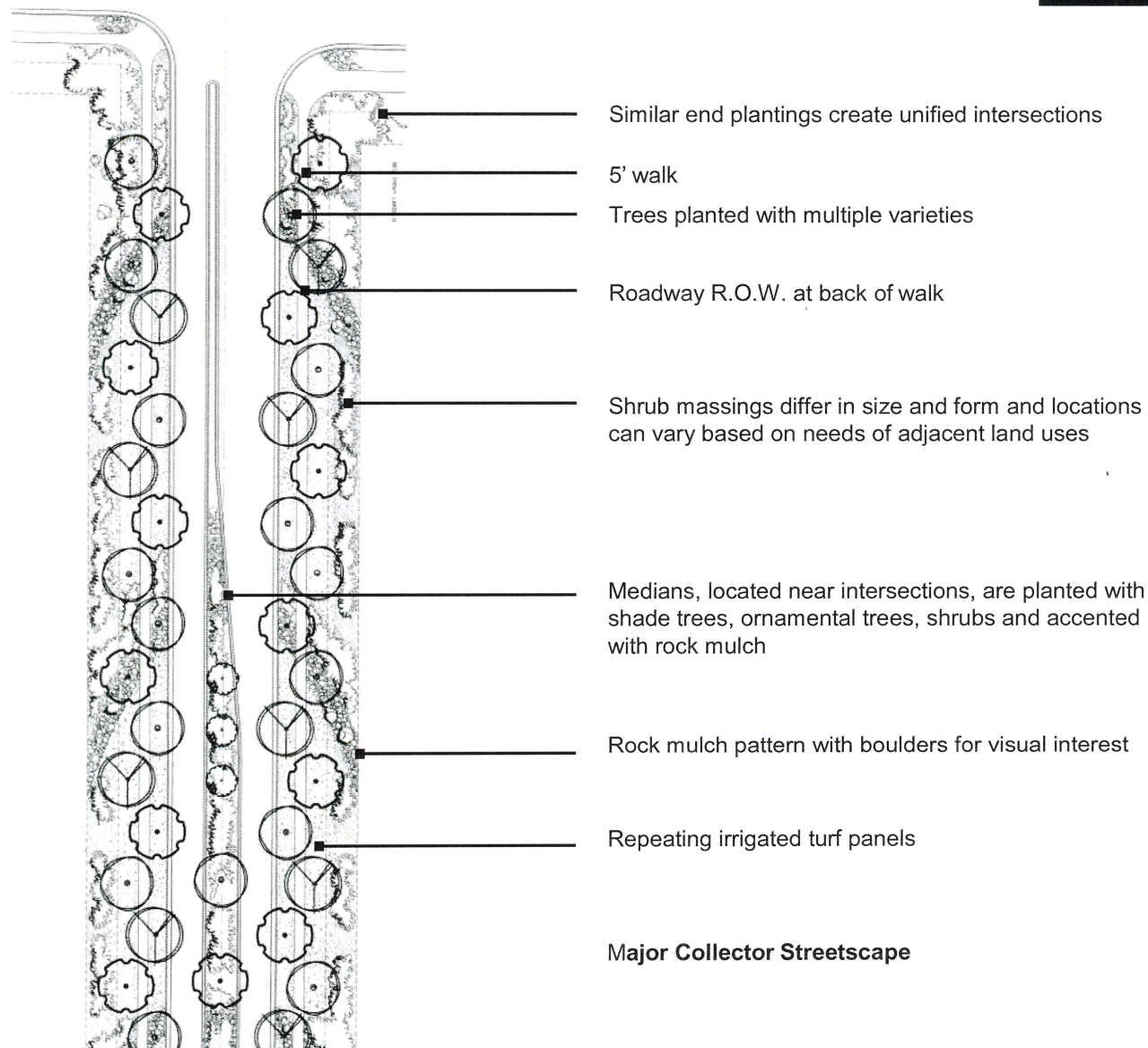
Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles and a unique look that sets Johnstown Plaza apart. A varying mix of 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.

Trees provide a pleasant pedestrian experience



Major Arterial 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 JPDRC 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 JPDRC 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.



2.4 Parks, Open Space, Regional Detention and Natural Areas

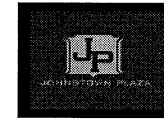
Shall meet the criteria as established in the Johnstown/Milliken Parks, Trails, Recreation and Open Space Plan at the time in which the Design Guidelines are adopted.

2.4.1 Open Space Requirements:

- Retail – 15%
- Office – 15%

SECTION 3 — GENERAL DESIGN GUIDELINES:

- 3.1 Applicability
- 3.2 Site Planning & Design
- 3.3 Pedestrian, bicycle and Other Non-motorized Circulation
- 3.4 Vehicular Access & Circulation
- 3.5 Parking
- 3.6 Landscaping
- 3.7 Site Development Signage
- 3.8 Site Furnishings
- 3.9 Lighting



3.0 General Design Guidelines for Development

3.1 Applicability

This section applies to all development within Johnstown Plaza 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 Johnstown Plaza. 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 subject to review and approval by AT&T. At the direction of AT&T, for proposed utility and street crossings, encasement of the existing AT&T line and encasement of the proposed utility may be required. In addition, sleeving may be required to be installed for future AT&T use. No building shall be constructed within the AT&T easement.
- 50 foot KANEB High Pressure Pipeline Easement. Proposed activity within the Kaneb easement subject to review and approval by Kaneb. At all street or road crossings, Kaneb must have a minimum of five (5) feet of cover in the area of the crossings and a minimum of three (3) feet of cover in the areas of any borrow ditches, drainage ditches, etc. No building, structure, area of congregation, gathering, or work shall be within fifty (50) feet of the



pipeline unless the pipeline is provided with a minimum of 48 inches of cover. There shall be no fences, engineering works, structures, etc. built, constructed, or permitted to be constructed within twenty-five (25) feet of the pipeline. Any utility crossing installed must be installed with a minimum twenty-four (24) inches separation below the bottom of Kaneb's pipeline and the top of the utility, and utility (except sewer and water) to be placed in a steel casing which extends a minimum of ten (10) feet either side of Kaneb's pipeline, and utility shall cross as close to a 90 degree angle as possible but not less than 45 degrees. All landscaping upon easement must be approved by Kaneb. Should any modification be required for Kaneb to maintain, operate, or protect this pipeline to meet the conditions stated above, all costs associated to these modifications shall be at the sole expense of the developer.

- Farmer's Ditch. Activity within the easement shall be reviewed and approved by the ditch company.
- 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 Johnstown Plaza 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

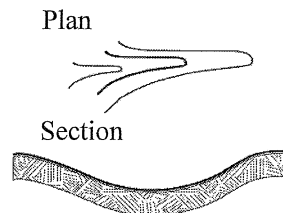
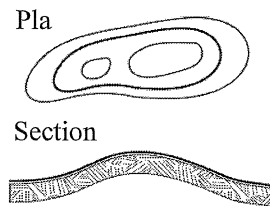
- Provide positive drainage away from foundations.
- Site buildings to minimize cut and fill earthwork operations.
- There shall be no grading beyond the limits of each property except as agreed upon by adjacent owners.
- Maximum slopes 3:1. Maximum 4:1 slopes for areas that require mowing.

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

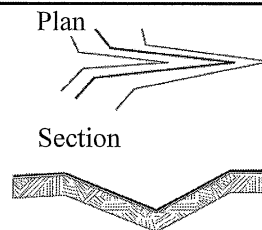
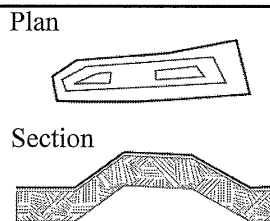
species restrictions) of 6-inch caliper or larger and located more than twenty (20) feet from any proposed building location. Preserve all trees over 24-inch caliper, unless deemed unhealthy or unsuitable for preservation.

- 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 JPDRC 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

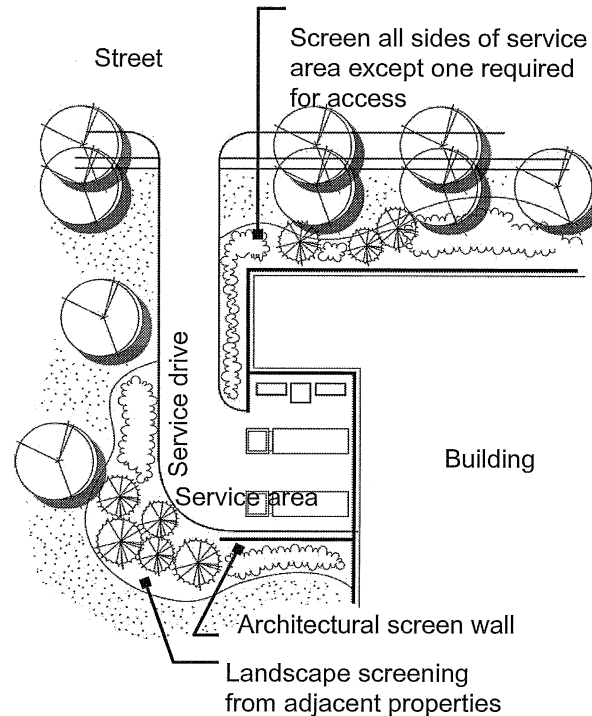
- These requirements apply to, but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.
- Areas shall be incorporated into the overall design of the building and landscaping so that the visual 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 as approved by JPDRC 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 JPDRC and JRC. These service areas should be located within a central core or on the side of a building 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 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 of 45 db as measured at the lot line of the adjoining property.



Service Area Screening

3.3 Pedestrian, Bicycle and Other Non-motorized Circulation

3.3.1 Walkway Design Criteria

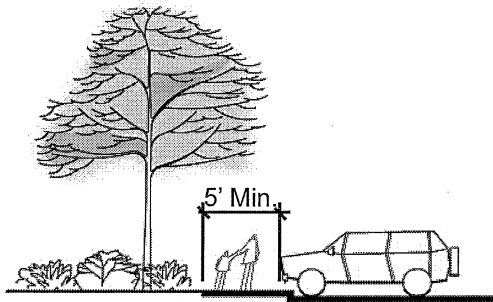
- All streets shall have sidewalks. The minimum width of sidewalks shall be five (5) feet for residential and collector streets and ten (10) feet for arterial streets.
- Arterial streets shall have detached sidewalks and sidewalks shall adjoin the curb and gutter at all intersections.
- Internal pedestrian 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

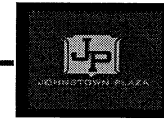
- Bike Lanes shall maintain a minimum four (4) foot width on all arterials and collector roads.

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 of five (5) years' experience in roundabout design.

3.4.2 Emergency Access

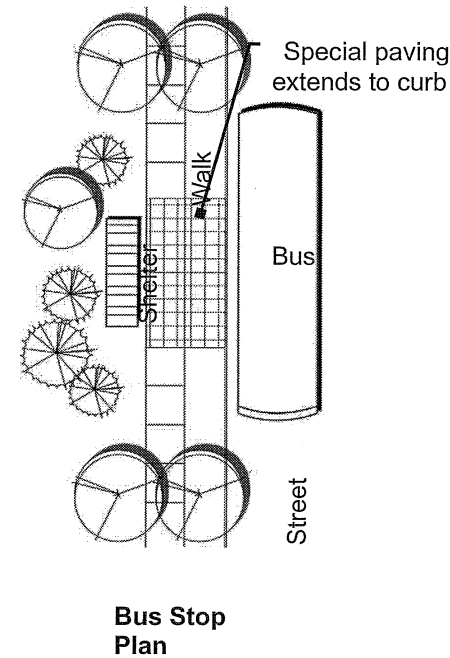
Provide access for fire, police, ambulance, and other emergency vehicles to buildings in accordance with Loveland Rural Fire Protection District Development and Construction Requirements. Such access should be fully capable of supporting such vehicles. Where possible, connect emergency access routes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





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.



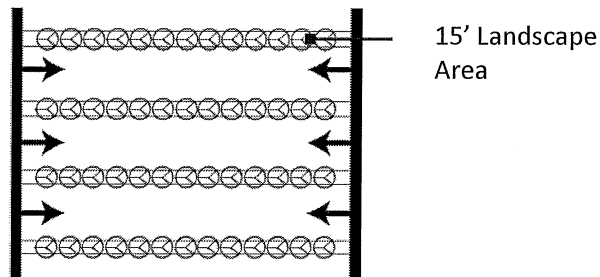
3.5 Parking

3.5.1 Parking Lot Design

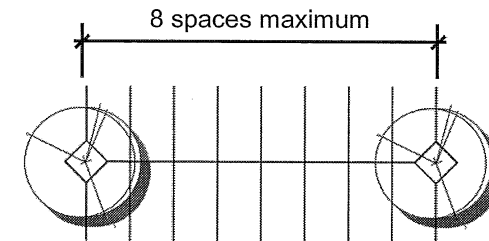
- The dimensions of parking spaces will be per the Town of Johnstown Design Criteria and Construction Regulations, at the time in which the Design Guidelines are adopted, or the approved development plan for the property. Minimum parking requirements are listed in the following table.

USE	PARKING REQUIREMENTS
Clinics	1 space for every 250 sq. ft. of G.L.A.
Commercial Office Buildings	1 space for every 250 sq. ft. of G.L.A.
Retail Stores	1 space for every 250 sq. ft. of G.L.A.
Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
Restaurant or Bar	1 space for every 100 sq. ft. of G.L.A.
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.

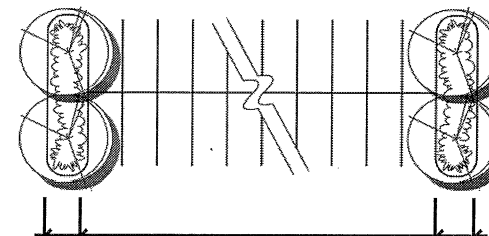
- Design parking lots to current Americans with Disabilities Act (ADA) standards. Provide equal access in a manner that integrates handicapped-accessibility with ordinary accessibility, rather than separately.
 - Except where orchard style planting is used, large parking lots shall be divided into smaller 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.
- (1) Landscape areas separating parking blocks will have at least one 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.



Division of Large Parking Areas



Orchard Style Parking



9' 20 spaces maximum 9'

Parking With 40 or More Spaces



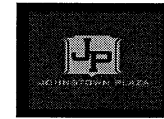
- In a development, parking lots for each use shall be integrated within the development to the extent possible.
- All striping in parking areas shall be white.

3.5.2 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) 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 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*

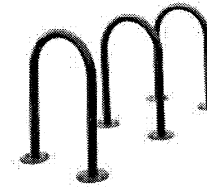
- With JPDC and JRC approval, on-grade interim parking may be allowed if weather delays asphalt or concrete paving. It must be landscaped and paved with an all-weather material. Internal parking lot landscaping is not required for interim parking areas, but perimeter landscape treatments shall be consistent 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 building's design are a desirable solution.
 - Shelter design and materials should complement the architectural design of the primary building.



**Bollard
Bicycle Rack**



**Standard
Bicycle Rack**

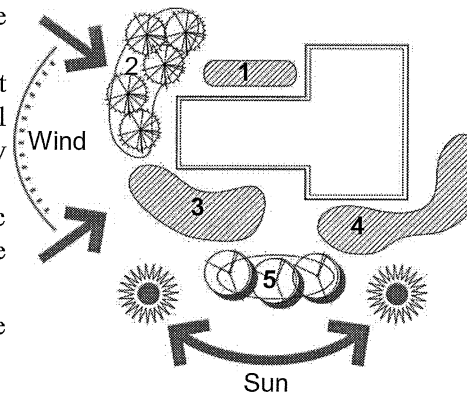
3.6 Landscaping

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.
- 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.

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



Microclimatic Considerations



3.6.2 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 grant 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.
- Cold Weather' duration is November 1 to May 1.
- A professional Landscape Architect or Landscape Designer shall be utilized in the design documents for landscaping, in compliance with State of Colorado standards.

3.6.3 Irrigation systems

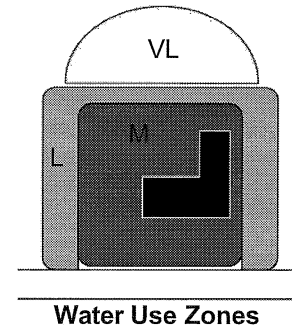
All landscape areas shall have an automatic clock-activated irrigation system unless waived by the Town. Landscape areas without an irrigation system (when waived by the Town) and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source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

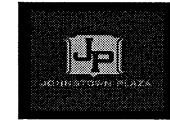
- All potable-water irrigation systems shall be designed with a 6:00 p.m. – 8:00 a.m. watering window to minimize evaporative loss. Systems shall also be designed with zoning to minimize tap sizes.
- An automatic controller shall activate the system. Remote control valves shall operate each zone valve.
- The system shall provide head-to-head coverage to all landscaped areas. The system shall not spray or irrigate impervious surfaces, including sidewalks, streets and parking areas.
- All potable water systems shall be equipped with a backflow prevention device.

- Design for very low water use where a parcel abuts an open space in detention areas.

- Design for low water use at site perimeter or low-use areas.

- Limit moderate water use to heavily used areas, i.e.: employee courtyards, entrances.





- Spray heads, rotors and drip systems shall all be zoned separately from one another.
- Drip irrigation shall be provided for all trees and shrubs located in shrub beds and in all native seeded areas (even those areas approved for temporary irrigation for native seed). Trees located in irrigated turf areas shall not receive drip. Drain valves shall be included at the end of each drip lateral pipe.
- In-line quick couplers shall be provided 300 feet on center for all native area irrigation systems to be turned over to the Town for maintenance.
- Along arterial rights-of-way, where ultimate improvements are not required, the area between the Initial Phase curb and the future Ultimate Phase curb and/or existing edge of asphalt shall be irrigated with zones separate from the rest of the right-of-way system.

The use of untreated water for irrigation supply is required. At all times of use, a conspicuous notice shall be posted warning that untreated ditch water is being used for irrigation. Notwithstanding anything contained within this section 3.6.3 to the contrary, non-potable irrigation must meet the standards and specifications that are posted as a link on the 2534 Master Association's website:

(http://www.2534colorado.com/master_association/).

(See Appendix for copy of the standards.)

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 Owner'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.



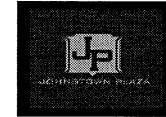
3.6.4 Soil Amendment

Given the condition of the existing soil, soil amendment is only necessary where designated by the JPDRC 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. Tree and shrub pits shall be backfilled using a mixture of one- third existing site soil, one-third topsoil and one-third organic matter.

3.6.5 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 Appendix A are approved and recommended for 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,



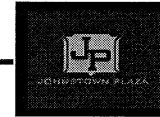
bike path curves site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks.

- 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, and Russian Olive.
 - 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.



3.6.6 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

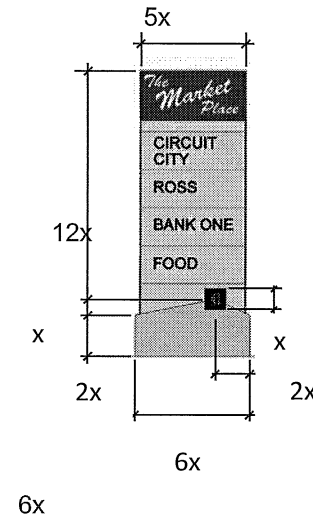
The following sign guidelines provide a language for all signage which helps to create a unified image for Johnstown Plaza. All freestanding signage within the development will bear the style and logo of Johnstown Plaza and 2534, however individual logos and graphics are allowed on the sign face. Freestanding 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 users personal logos and graphics are allowed.

3.7.2 Prohibited Signs

Prohibited signs, as listed in the Town of Johnstown Zoning Code, are flashing/moving signs, animated signs, unsafe signs, roof signs, signs which cause radio or television interference and signs in the restricted site triangle at corners.

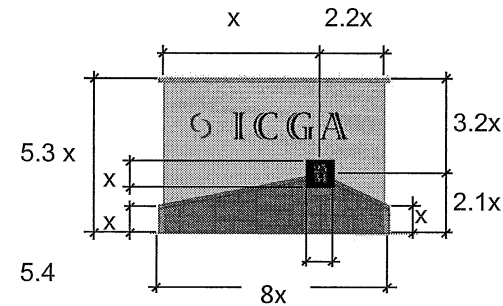
3.7.3 Sign Area Measurement and Allowances

Allowable sign areas and sizes shall be per the Town of Johnstown Sign Code, at the time in which the Design Guidelines are adopted.

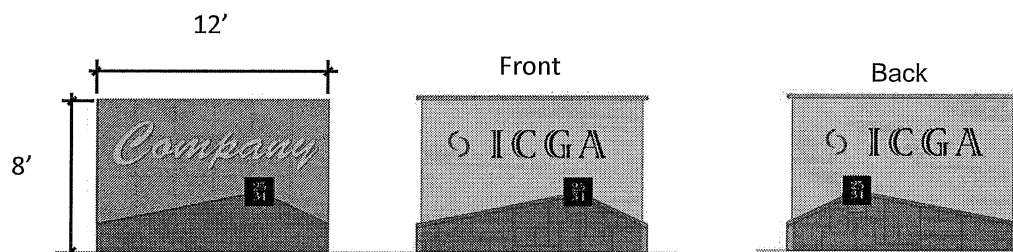
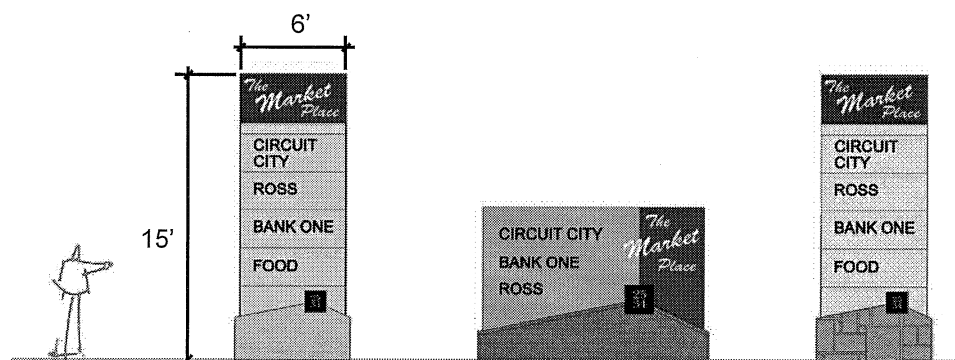


3.7.4 Freestanding Signs

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).



General Proportions for Signage



BASE MATERIALS

- Rough cut sandstone - random ashlar pattern
- Earthtoned stucco
- Sandstone

SIGN PANEL MATERIALS

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

Johnstown Plaza and
2534Logo





Example Project I-D Signs

3.7.5 Fuel/Convenience Store Canopy Signs

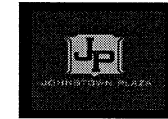
Signs on canopies associated with fuel/convenience stores shall be limited to one corporate with associated text or business logo of the principal use only on a maximum of two (2) sides of the canopy. Such logos shall have a vertical dimension of no greater than 75% of the vertical dimension of the canopy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

3.7.6 Awnings

Signs on awnings are permitted on the bottom eighteen (18) inches of first floor awnings and allowed at one-half (1/2) square feet per linear foot of awning. The maximum letter height is twelve (12) inches. There is a maximum of one (1) sign per awning and the sign may be illuminated.

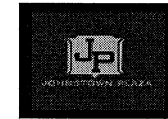
3.7.7 Regulatory Signs

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



3.7.8 Other

- Temporary signs shall follow the guidelines established in the Town of Johnstown Zoning Code.
- 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 JPDRC 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.
- Pennants: 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 Johnstown Plaza management group.



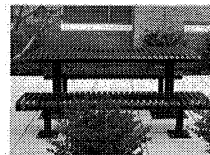
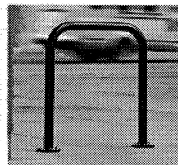
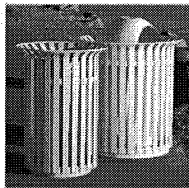
3.8 Site Furnishings

3.8.1 Site Furniture

Shall be compatible with the architecture, and if part of a larger complex of buildings, compatible with the other site furnishings in that complex. Site furniture for the overall Johnstown Plaza site should be similar or compatible with the following examples shown pending approval of the JPDRC and JRC.

3.8.2 Art

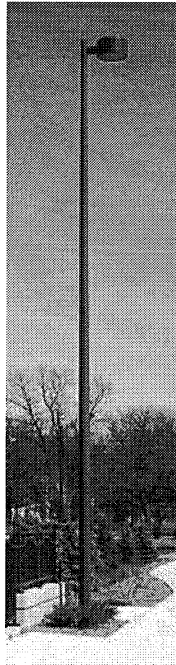
Art in public places is highly encouraged. The proposed piece must be vandal resistant, appropriate subject material for public viewing, and complementary with the theme, materials, and colors of Johnstown Plaza as determined by the JPDRC and JRC.



Site Furniture Examples

3.8.3 Fencing & Walls

Chain link is not permitted. No wood retaining walls are allowed (nonresidential only). Fencing and walls shall match building architecture. All fences and walls subject to JPDRC and JRC approval.

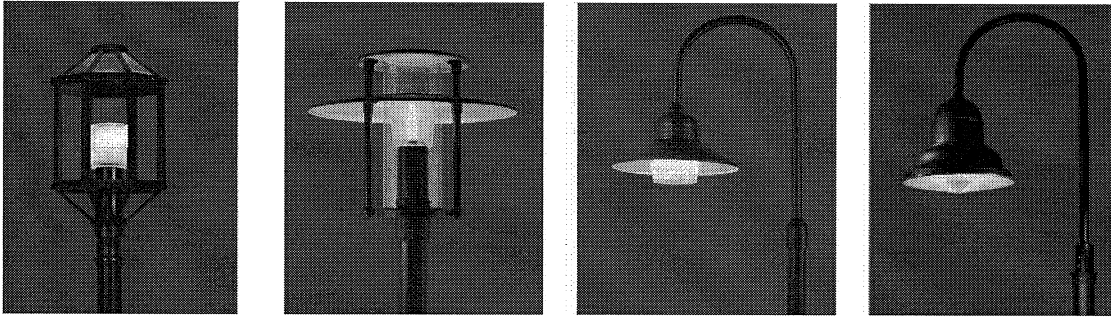


**Functional
Roadway
Lighting**

3.9 Lighting

The lighting design concept for Johnstown Plaza uses decorative lighting to enhance the main entries of the development. CR5 and CR3E, north of the major east/west road in the development, will be a combination of decorative lighting and functional roadway lighting.

- Notwithstanding anything contained herein to the contrary, all lighting shall meet specifications identified within the “Lighting Cut Sheets” document for the Johnstown Plaza Development. In the instance where multiple sizes, specifications or part numbers are listed, those that are highlighted shall govern and be used.
- 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 that it does not produce glare.
- Uplighting 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 will be standard dark bronze anodized, except when decorative. All roadway lighting should be of the same family of style, and all parking lot lighting shall be of the same family of style; however roadway and parking lot lighting need not match.
- Minimum / Maximum allowable lighting:
 - Non-residential building, surrounding and parking 1.0 / 2.0 footcandles
 - Residential building surrounding and parking 0.1 / 0.5 footcandles
 - Under canopy fueling areas and drive-ups 1.0 / 10.0 footcandles
- Temporary lighting – Holiday lighting only November 1 through January 31. No “chasing” lights (Nonresidential only).
- Minimize lighting in parking areas when not in use.
- All lighting is subject to approval by JPDRC and JRC.



Examples of possible pedestrian lighting styles

RETAIL USE AREAS

SECTION 4.1 — INTRODUCTION:

- 4.1.2 Retail Team Directory
- 4.1.3 Retail Area — Overall Site Plan
- 4.1.3 Building Addresses Diagram

RETAIL DEVELOPMENT DIRECTORY:

OWNER/LANDLORD:

Carson Development, Inc
7242 W. 135th Street, Suite B29
Overland Park, KS 66223
913.499.1926

GENERAL CONTRACTOR:

Carson Development, Inc
7242 W. 135th Street, Suite B29
Overland Park, KS 66223
913.499.1926

CIVIL ENGINEER:

Point Consulting
8460 W. Ken Caryl Avenue
Littleton, CO 80128
720.258.6836

ARCHITECT:

DeGasperi & Associates
6240 W. 135th Street
Overland Park, KS 66223
913.647.5300

MECH/ELEC/PLUMB ENGINEER:

PEC Engineers
420 Linden Street, Suite 110
Fort Collins, CO 80524
970.232.9558

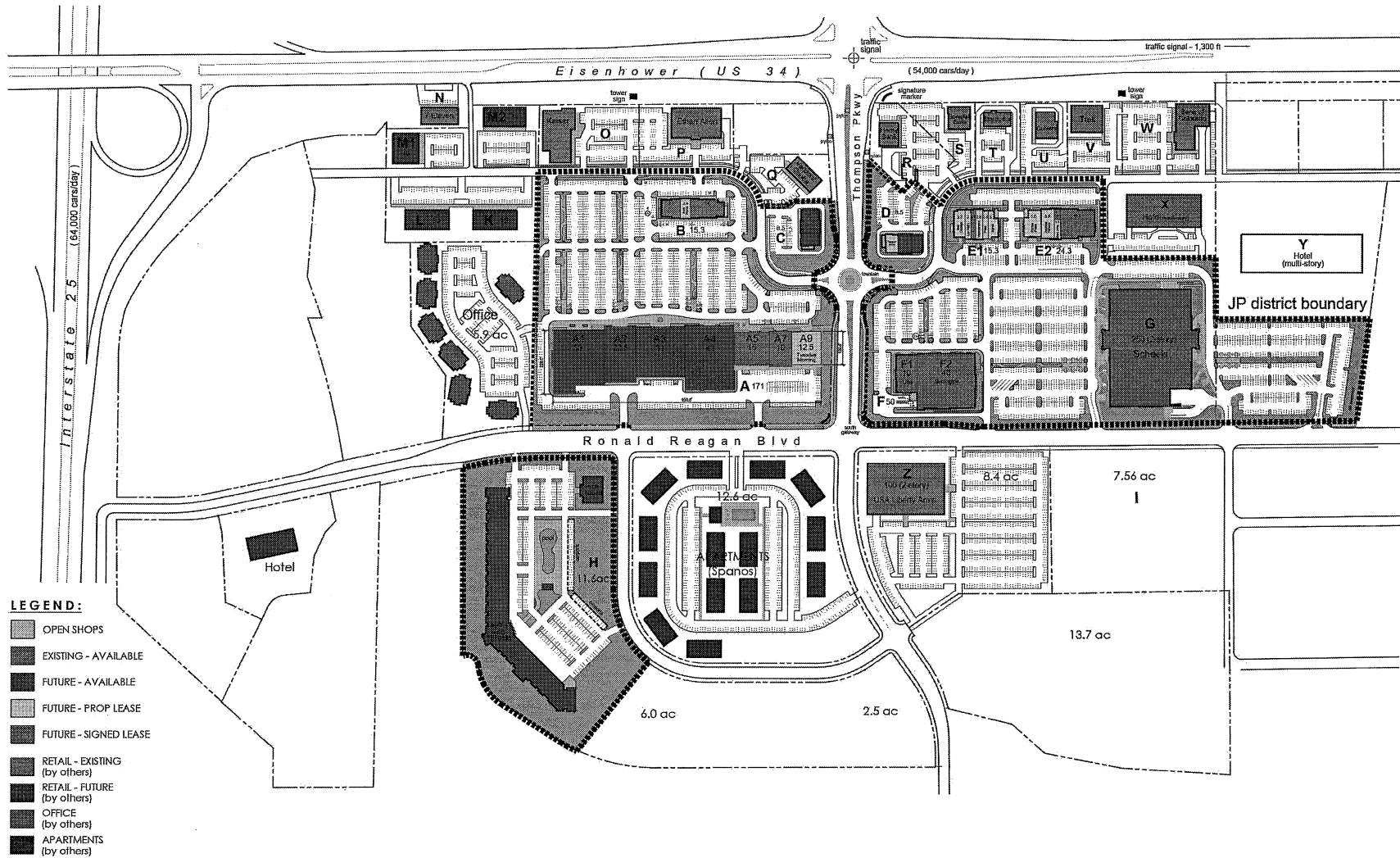
STRUCTURAL ENGINEER:

Bob D. Campbell & Company
4338 Belleview
Kansas City, MO 64111
913.531.4144

STRUCTURAL ENGINEER:

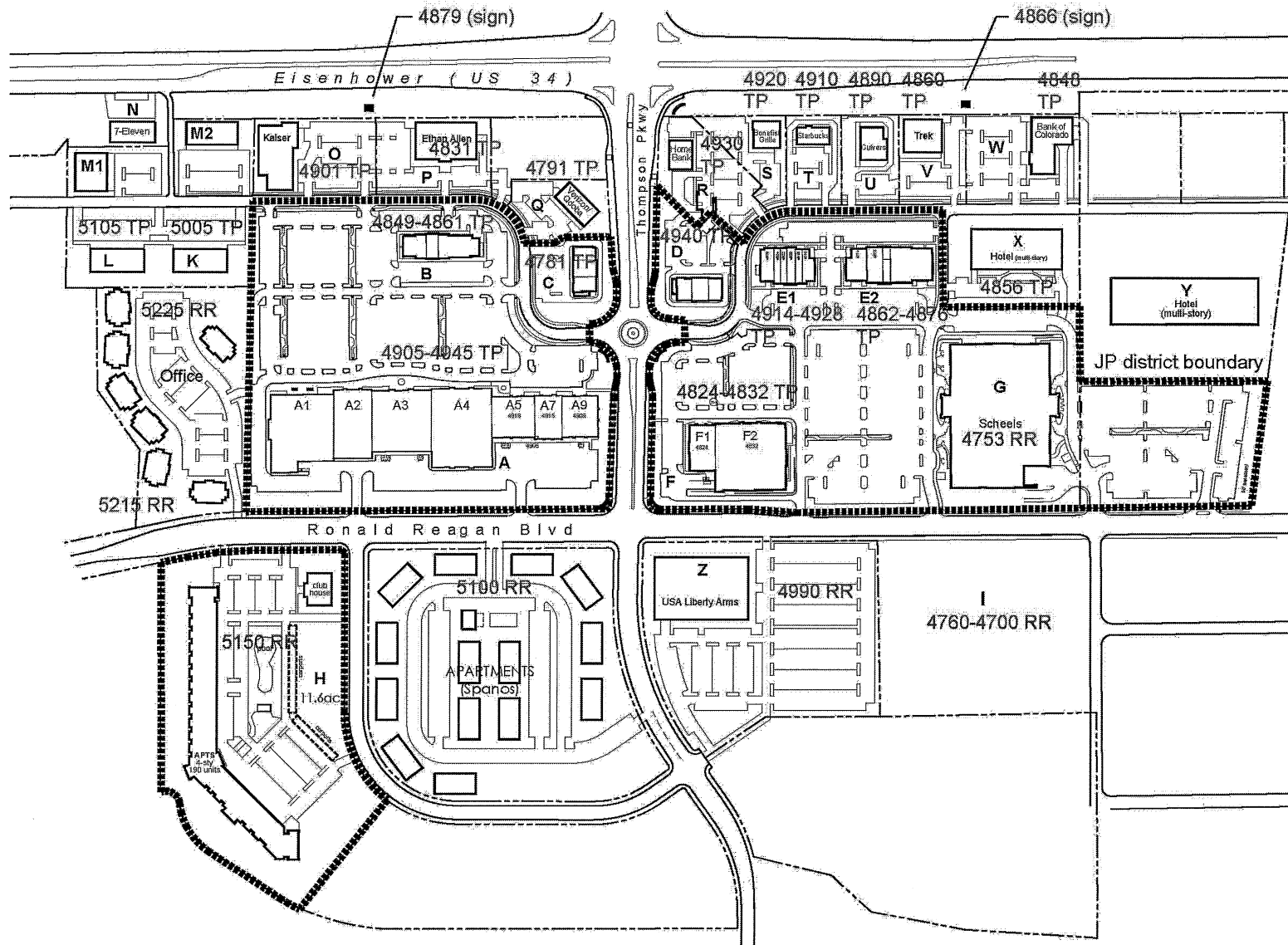
PEC Engineers
420 Linden Street, Suite 110
Fort Collins, CO 80524
970.232.9558

DESIGN HANDBOOK



July 12, 2017

DESIGN HANDBOOK



Assigned Addresses

RETAIL USE AREAS

SECTION 4.2— BUILDING DESIGN:

Buildings Kit of Parts:

4.2.2 Materials Palette

Conceptual Building Elevations:

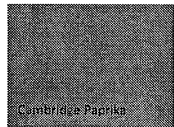
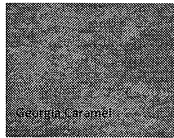
4.2.3 Building A Elevations

4.3.4 Building B Elevations

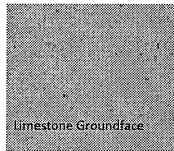
4.2.5 Building E1 Elevations

4.2.6 Building E2 Elevations

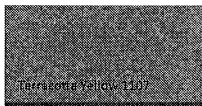
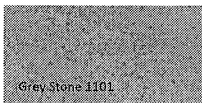
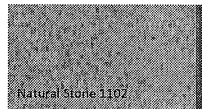
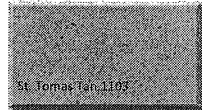
4.2.7 Building F Elevations



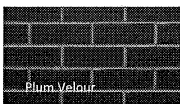
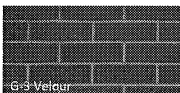
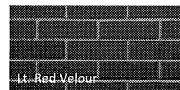
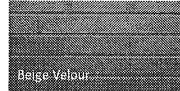
Arriscraft Stone



Prairie Stone



Cast Stone



Yankee Hill
Brick



Eldorado Mountain Ledge

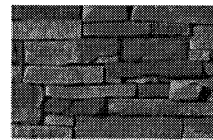


Coronado Stone 'Appalachian
Fieldstone', 'Mountain Sunset'

Stone Veneer



Coronado Stone "Appalachian
Fieldstone" Color: Mountain
Sunset



Eldorado Mountain Ledge Lexington

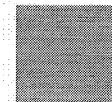


Metal Coping

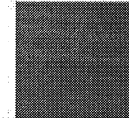


Coronado Stone—Thin Brick,

Thin Brick



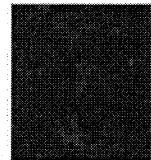
Dakile Fabrique Soleil Linen



Highland Ridge Evergreen HR52

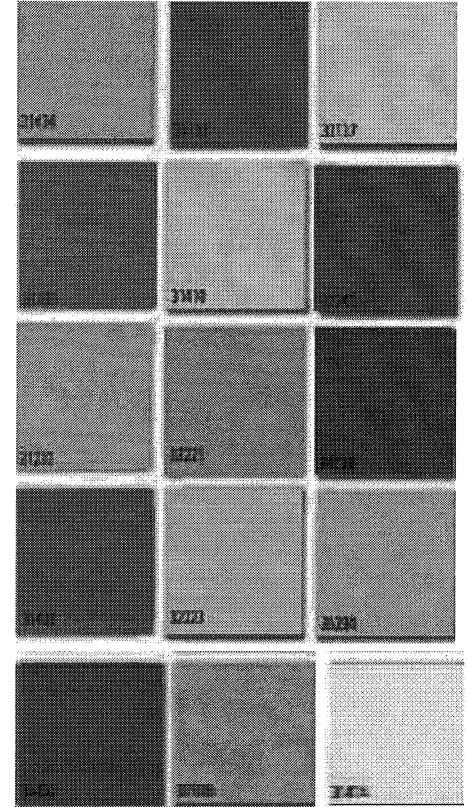


Atlas Concorde Fibra Sage



Granicar Peribonika

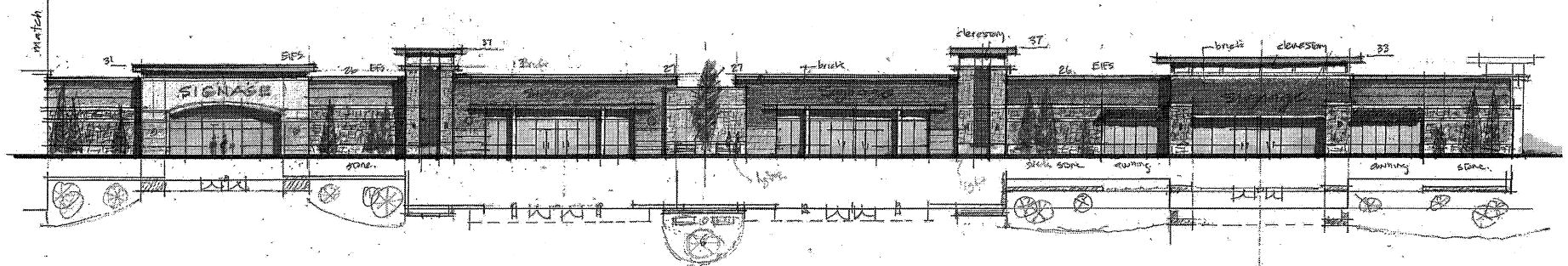
Wall Tiles



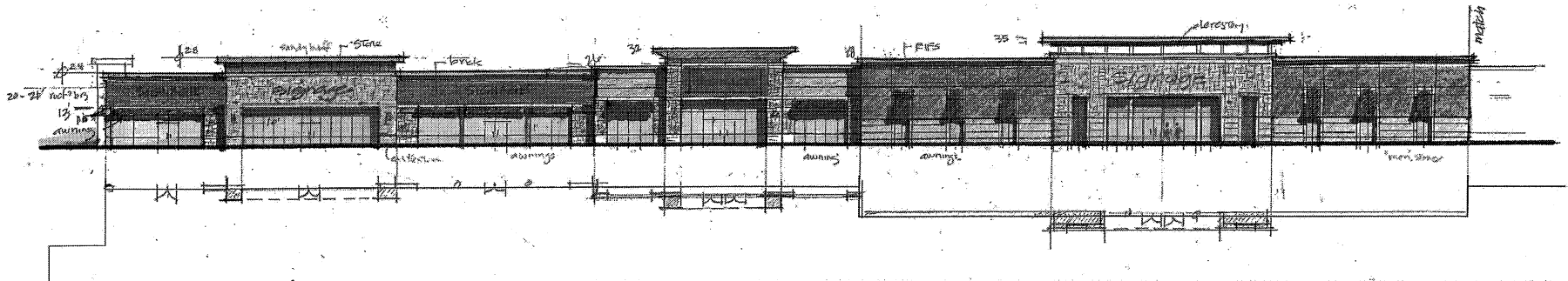
Stucco & Paint

STANDARD EXTERIOR MATERIALS

DESIGN HANDBOOK



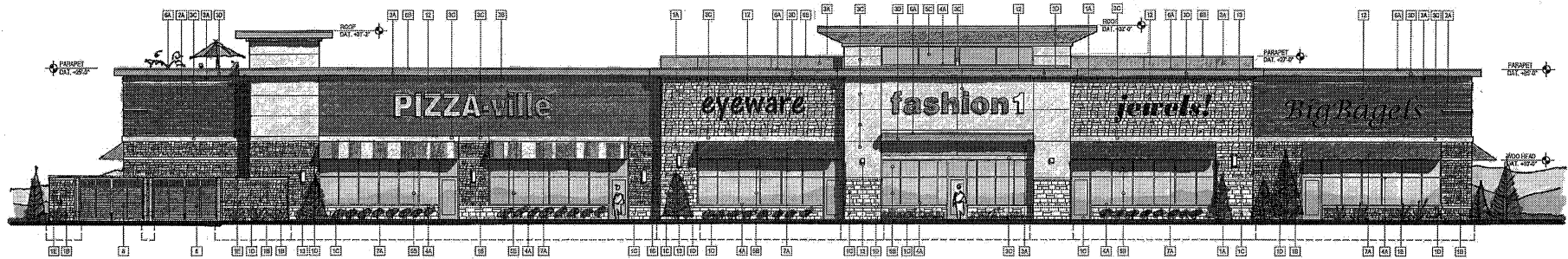
NORTH ELEVATION (west portion)



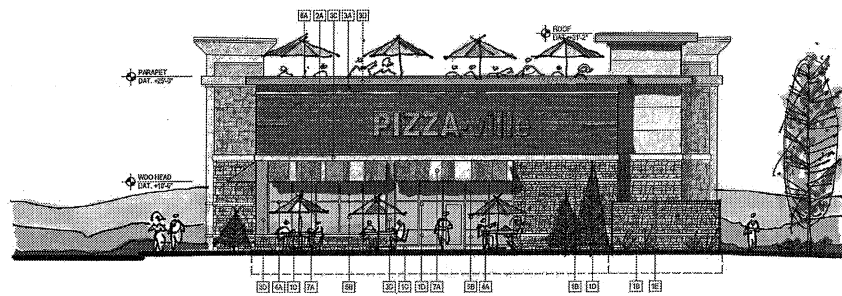
NORTH ELEVATION (east portion)

Building A (conceptual)

DESIGN HANDBOOK



N O R T H E L E V A T I O N



E A S T E L E V A T I O N

- | | | | | | |
|---|--------------|--|----|-----------------|---|
| 1 | STONE: | <p>material - CANYON STONE (see equal)
 type A - Canyon Ledge, "Sandy Dune"
 type B - Canyon Ledge, "Sand"
 type C - "Wall, "Texas Cream"
 type D - "Warm Tinto Silt", "Texas Cream"
 type E - "Wall Clay" or "Weathered rock, "Texas Cream"
 color - GRAY, Silt - "Light Mud"</p> | 6 | SHEET METAL: | <p>finish color - OVALVALVE, KYNAR PAINTED
 type A - UNPAINTED, "State Gray"
 type B - UNPAINTED, "States Tan"
 color -</p> |
| 2 | THIN BRICK: | <p>material - CANYON STONE (see equal)
 type - Thin Brick (1/2"), modular face size
 type A - "Peppercorn"
 color - optional, to be selected</p> | 8 | SERVICE GATE: | <p>wood - TRICK (see equal), color "Flashed"
 not painted - Perforated aluminum, paint A
 tilt frame - Gray silt, paint A</p> |
| 3 | STUCCO: | <p>type - White-Margined EPS
 finish - DRYTEXT (see equal)
 material - locally: "SWELL"
 color - same
 texture - "CHAMBERLAIN"
 available - finish white, top
 colors - match TAYLOR (see point color)
 color order - Crystal "Coral Reef" (right field)
 color order - Reef "Moss" "Glossa Brown" (brown field)
 color order - Crystal "Moss" "White" (gray field)
 color order - "Glossa Brown" (gray field)</p> | 8 | PATCH PAINTING: | <p>color - dark metal silt A bar
 finish - Painted, color A
 detail - RE: sheet A65</p> |
| 4 | STUCCOFRONT: | <p>material - ALUMINUM FRAMING
 finish - MANICO (see equal)
 mold - 2" x 4 1/2", THERMAL BROKEN
 finish - "CHAMBERLAIN"
 color -</p> | 10 | STYL CANOPY: | <p>tilt frame - Obsv steel channel
 paint A - paint A</p> |
| 5 | STONEFRONT: | <p>material - ALUMINUM FRAMING
 finish - MANICO (see equal)
 mold - 2" x 4 1/2", THERMAL BROKEN
 finish - "CHAMBERLAIN"
 color -</p> | 11 | PAINT COLORED: | <p>color A - "SWISS" "Black Red"
 color B - Reef "Moss" 1127 "Glossa Brown"
 color C - "DRIFTS" "Yellowish"</p> |
| 6 | SLAZING: | <p>type A - "Silt" non-invasive glass, clear
 type B - "Silt" insulative glass, clear
 type C - "Silt" insulative glass, frosted film (see spec)
 Temper - Provide safety setting per spec</p> | 13 | LIGHT FIXTURE: | <p>type - WALL MOUNTED LIGHT FIXTURE
 color - Fluorescent Fluorescent
 fixture - Fluorescent Fluorescent</p> |

Building B

(conceptual)

Architectural elevation drawing of a commercial building facade. The facade features four distinct storefronts: 'dolce', 'EYEWORKS', 'cellars', and 'burgerz'. The building is characterized by a mix of brick and stone masonry. A north arrow is located at the top left, and a roof pitch of 20' is indicated. Height markers are present along the top and bottom of the drawing. Below the storefronts, a table provides area calculations for each section.

Storefront	Frontage Area	Max Sign Area	Sign Area shown
dolce	1,573 sf	157 sf (10%)	134 sf (7%)
EYEWORKS	1,096 sf	110 sf (10%)	110 sf (10%)
cellars	845 sf	84 sf (10%)	84 sf (10%)
burgerz	845 sf	84 sf (10%)	84 sf (10%)

Architectural elevation drawing of the Dolcè restaurant building. The drawing shows a two-story structure with a prominent entrance featuring the "dolcè" logo. The building has a mix of brick and stone masonry. To the left, there is a covered outdoor seating area with umbrellas and tables. The drawing includes various annotations: "FACADE ELEVATION" on the left, "PARADE ELEVATION" on the right, and a compass rose indicating North. A series of numbers (1 through 19) are placed along the top of the building facade. At the bottom, there is a scale bar with numbers 1 through 19. Below the scale bar, the following text is present: "Facade Area 1,774 sf", "Main Signs Area 177 sf (100%)", and "Sign Area (approx.) 104 sf (5%)".

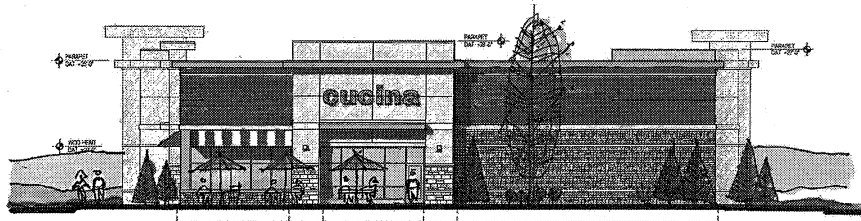
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S E C T I O N 4 . 2 P A G E 5

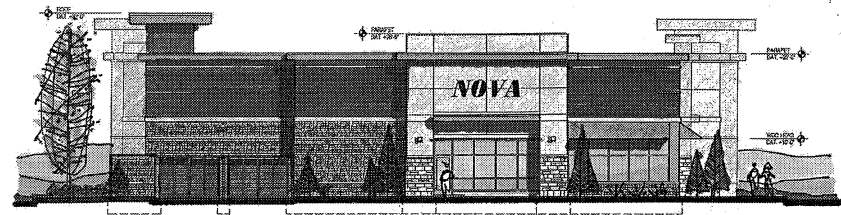
DESIGN HANDBOOK



NORTH ELEVATION



EAST ELEVATION



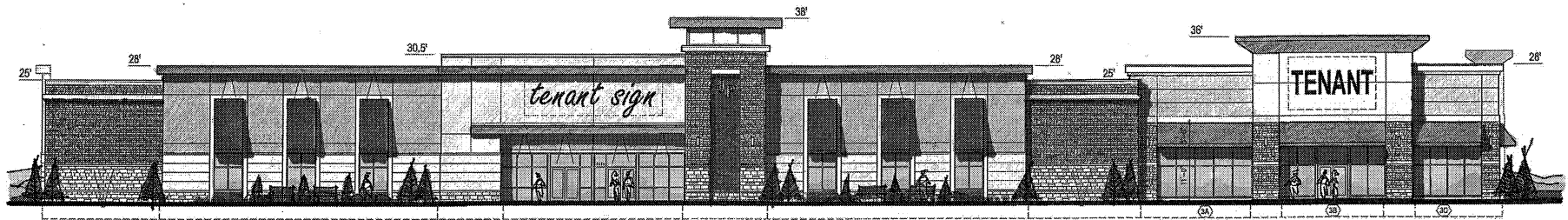
WEST ELEVATION



SOUTH ELEVATION

Building E2 (conceptual)

DESIGN HANDBOOK



NORTH ELEVATION

Building F (conceptual)

RETAIL USE AREAS

SECTION 4.3 — TENANT SIGN CRITERIA

- 4.3.2 Introduction & Descriptions
- 4.3.3 Sign Types & Parameters
- 4.3.6 General Sign Parameters
- 4.3.7 Signs Not Permitted
- 4.3.8 Additional Signage
- 4.3.9 Environmental Graphics
- 4.3.10 Directional Signage
- 4.3.11 Signage Size Key Map
- 4.3.12 Tower Sign—Criteria

TENANT SIGN CRITERIA

Building Parameters:

Pad Site Tenant— Leasable area 0 – 13,999 s.f.

Small Shop Tenant— Leasable area 0 – 11,999 s.f.

Sub-Major Tenant— Leasable area 12,000 – 19,999 s.f.

Major Tenant – Leasable area more than 20,000 s.f.–119,999

Anchor Tenant – More than 120,000 s.f.

Tenant Signage Design Criteria—Introduction:

(also applies to Pad Site/Outlot Tenants)

In the event of any conflict between the following signage requirements and local governmental ordinances, the more stringent will prevail. Upon written notice from Landlord/Developer, Tenant/Pad Site tenant agrees to take such actions as may be necessary to comply at Tenant/Pad Site Tenant's expense, with applicable requirements.

The purpose of this section is to define and specify all exterior signage criteria for Johnstown Plaza. (Entrance monuments will be addressed in the architectural plans). Each Tenant/Pad Site Tenant shall provide signage package for its space as described below.

All sign packages shall be submitted in triplicate for approval at least one hundred twenty (120) days of Lease Commencement Date to Landlord/Developer and Landlord/Developer's Architect prior to fabrication and installation. At a minimum, such drawings must show locations, sizes, and styles of lettering, materials, and types of illumination, installation details and logo design. Upon approval, Landlord/Developer will issue a letter of approval to the tenant for use in obtaining a sign permit from the city.

If the plans are disapproved by Landlord/Developer, the Tenant/Pad Site Tenant shall resubmit them within fifteen (15) days from date of the notice of any disapproval by Landlord/Developer, or its Architect until such plans are finally approved by Landlord/Developer.

The cost of the fabrication, permitting and installation shall be the responsibility of each individual tenant. Sign construction is to be completed in compliance with local building codes and sign ordinances, and the instructions, limitations and criteria contained in this manual. Each sign will conform to the limitations listed in this document below.

Sign Types and Parameters

The following types and amounts of signs will be permitted:

Small Shop Tenant Sign Parameters

(0 - 11,999 s.f.)

- The maximum height for letters in the body of the sign is listed on the SIGNAGE SIZE KEY MAP. (max size at discretion of Landlord)
- Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.
- One (1) wall/marquee sign will be allowed at the storefront, one (1) will be allowed at the rear facade, and one (1) additional will be allowed at the storefront if the tenant is an endcap.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eighth inch (1/8") plexiglass. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs, fully welded. Retainers shall be one inch (1") trimcap or the equivalent and shall match the return. All letters shall be illuminated.
- All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Marquee Signage: Allowed one (1) per storefront in lieu of Façade sign – 15 s.f. square feet maximum, letters shall be 16" maximum; maximum of two (2) total if an endcap. Sign shall be individually illuminated letters, pin mounted to existing projected metal marquees. All exposed conduit shall be concealed from public view and painted to match marquee structure. Exposed raceways behind letters are not permitted. Marquis signage is subject to Landlord and City review and will be approved on an individual basis and shall be treated as a primary sign.
- Blade Signage: Allowed one (1) per storefront, seven (7) square feet max. Letter height shall be six (6) inches max. Blade signs are only allowed if below a canopy. The blade sign shall be located on an elevation drawing, with clear height to bottom of sign indicated. Decorative brackets and sign design are to reflect the qualities of the tenant and the shopping center design in it's greater entirety.
- Placque: A 4 sf wall mounted Placque shall be allowed in lieu of a blade sign, in areas not under a canopy. Max letter height of 6".

Pad Site Sign Parameters

(0 – 13,999 s.f.)

- Tenant/Pad Site Tenant sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign is listed on the SIGN SIZE KEY MAP (max size at discretion of Landlord/ Developer)
- The sign areas shall not exceed ten percent (10%) of the area of the facade.
- Maximum one sign per facade with a maximum of (3) three.
- Signage shall be illuminated individual letters mounted to the face Of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All letters shall be illuminated.
- Marquee Signage: Allowed one (1) per storefront in lieu of Façade sign – 15 s.f. square feet maximum, letters shall be 16" maximum; maximum of two (2) total if an endcap. Sign shall be individually illuminated letters, pin mounted to existing projected metal marquees. All exposed conduit shall be concealed from public view and painted to match marquee structure. Exposed raceways behind letters are not permitted. Marquis signage is subject to Landlord/Developer and City review and will be approved on an individual basis and shall be treated as a primary sign.
- One sign per building elevation with a maximum of (3) three total.
- All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.

- Reverse channel halo lighting is encouraged.

Sub-Major Tenant Sign Parameters

(12,000 – 19,999 s.f.)

- Tenant sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign is listed on the SIGNAGE SIZE KEY MAP. (max size at discretion of Landlord)
- The sign areas shall not exceed ten percent (10%) of the area of the facade.
- Maximum one sign per facade with a maximum of (3) three.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from fl at, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All letters shall be illuminated.
- All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Reversed halo lighting is encouraged.

D E S I G N H A N D B O O K

- The sign areas shall not exceed ten percent (10%) of the area of the facade.
- Maximum one sign per facade with a maximum of (3) three.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eighth inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All letters shall be illuminated.
- All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Reversed halo lighting is encouraged.

Major Tenant

(More than 20,000 s.f. to 119,999)

- Tenant sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign is listed on the SIGNAGE SIZE KEY MAP. (max size at discretion of Landlord)
- The sign areas shall not exceed ten percent (10%) of the area of the storefront.
- Maximum one sign per facade with a maximum of (3) three.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eighth inch (1/8") Plexiglas. Letter returns shall be fabricated

of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All letters shall be illuminated.

- All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
- Reverse channel halo lighting is encouraged.

Anchor Tenant

(More than 120,000 s.f.)

- Tenant sign area shall be on the building faces above the entrances and as part of the building design.
- The maximum height for letters in the body of the sign is listed on the SIGNAGE SIZE KEY MAP. (max size at discretion of Landlord)
- The sign areas shall not exceed ten percent (10%) of the area of the storefront.
- Maximum one sign per storefront with a maximum of (3) three.
- Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eighth inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All letters shall be illuminated.

General Sign Parameters

(also applies to Pad Site/Outlot Tenants)

- In general signs must be made up of individual illuminated letters; conventional box signs that include attractive and distinctive designs with details such as raised letters will be considered on an individual basis.
- Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs will be reviewed on an individual basis, but in general logos will not be allowed.
- Tag lines shall be allowed on an individual basis only and are subject to Landlord/Developer approval. Any allowable tag lines shall be individual illuminated letters (no box signs) and shall not exceed 10" in height. The width of the tag line shall not exceed the width established for the primary signage.
- No exterior sign or sign panel will be permitted to extend above any roof line.
- Any sign, notice or other graphic or video display, particularly self-illuminated signs, located within the store and which is easily visible from the shopping center will not be allowed. Illuminated Signs within 48" of a window are regarded as signage.
- Manufacturers' labels, underwriters' labels, clips, brackets, or any other form of extraneous advertising attachment or lighting devices shall be fully concealed from public view.
- No exposed lamps or tubing will be permitted.
- No exposed raceways, crossovers or conduits will be permitted.
- All signage returns shall be semi-glass black enamel finish or blend with adjacent building color.
- All cabinets, conductors, transformers and other equipment shall be concealed from public areas. Visible fasteners will not be permitted.
- All metal letters, including channel letters, shall be fabricated using fully-welded construction, with all welds ground smooth so as not to be visible.
- Acrylic or trimcap retainers used at the perimeter of sign letter faces shall match in color and finish the face or the sides of the sign.
- Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the building face. Angle clips attached to letter sides will not be permitted. All mounting attachments shall be sleeved and painted, and concealed.
- All signage whether halo illuminated or not, shall be pin mounted on building façade. Halo illuminated signage shall be pin mounted a minimum of 2" from building façade. Direct or internally illuminated signage shall be pin mounted a minimum of 1/2" and maximum of 1" from building face.
- Except as provided herein, no advertising placards, flags, balloons, banners, pennants, names, insignia, trademarks, or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the storefront windows and doors, within 4' of the storefront without prior written approval of the Landlord / Developer. Painted, flashing, animated, audible, revolving, or other such signs that create animation are not permitted.
- Non-illuminated exterior signage is allowed upon approval and receipt of a Special Event Permit from Town.

D E S I G N H A N D B O O K

- Any Plexiglas sign faces shall not be clear.
- Sign illumination shall be internal and self contained.
- Non-illuminated signs on the inside of window are not regulated by ordinances.
- All main signs are to be centered in the signage band.
- All electric signs and installation methods must meet UL standards and contain a UL label.
- At no time will hand-lettered, non-professional signs, or newspaper advertisements be displayed on the storefronts or within the Design Control Area.
- Decals or other signing indicating products lines or credit card acceptability shall not be permitted on the storefront glazing other than stores operating hours.
- All illuminated signs must be turned on during the Center's normal operating hours. The use of time clocks for sign and show window lighting is required. Lighting of signs shall be at hours required by Landlord/Developer.
- No logos will be allowed on Tenant/Pad Site Tenant storefronts without prior written approval.
- Double stacked lettering shall be allowed on an individual basis only and are subject to Landlord/Developer approval. Double stacked letters shall be a maximum 24" high individual letters and shall comfortably fit within the Landlord bulkhead as determined by the Landlord/Developer's Representative.
- Minimum height of all signage shall not be less than 60% of the maximum allowable letter height except for approved taglines.
- All signage is subject to the approval of the Landlord/Developer's Architect and the local authorities. Landlord/Developer has design discretion of overall size and height of letters and signs.
- Tenants are required to provide a concealed access panel from within the Tenant's leasable area, if applicable, to service and install exterior building signage

Signs Not Permitted

(also applies to Pad Site/Outlot Tenants)

The following types of signs shall not be permitted:

- Signs such as die cut vinyl, gold or silver leaf, or paint.
- Boxed pillow or cabinet type Formed plastic or injection molded plastic signs.
- Banners or pennants without Special Event Permit from Town.
- Signature signage (window sign or sign plate indicating name of shop or good sold) in addition to primary signage.
- Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the storefront without prior written approval from Landlord/Developer.
- “Sale” sign, “Special Announcements” sign or other advertisement of any kind on the exterior without Special Event Permit from City or written approval from Landlord/Developer.
- Exposed neon signs.
- Animated, moving, rotating or flashing.
- Noise making.
- Additional signage of any kind within 4’ of storefront windows.
- Awning signage.
- Use of the word “Outlet” in the signage text is prohibited.

Additional Signage

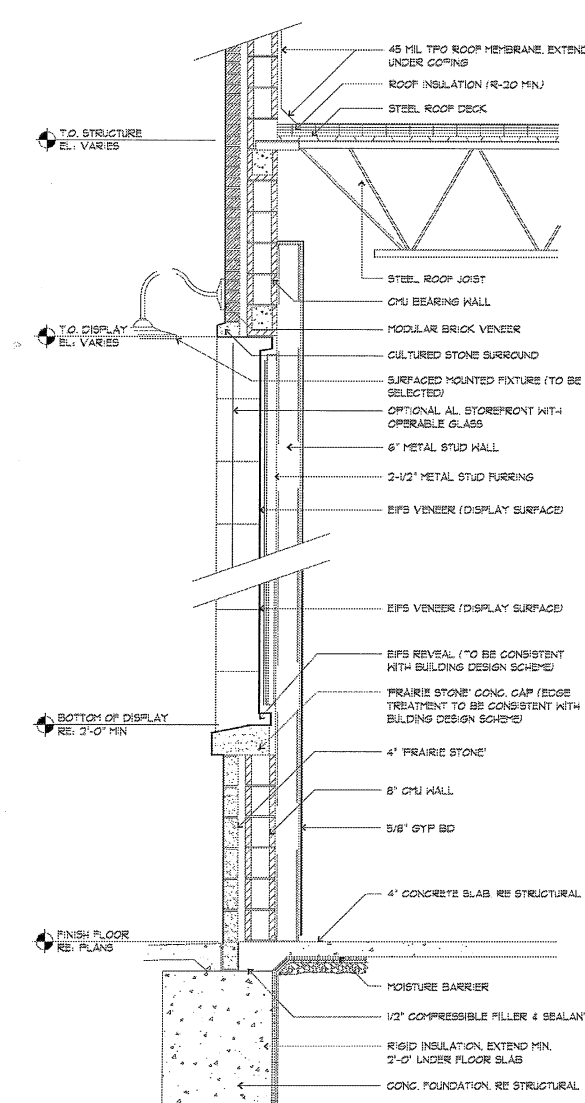
(also applies to Pad Site/Outlot Tenants)

Service doors to Tenant spaces throughout the project shall be standard 4”, identification only (name and address number) and shall be installed by the Tenant. The Tenant shall not apply any signage or other wording to service doors. All terms also apply to Pad Site & Outlot Tenants.

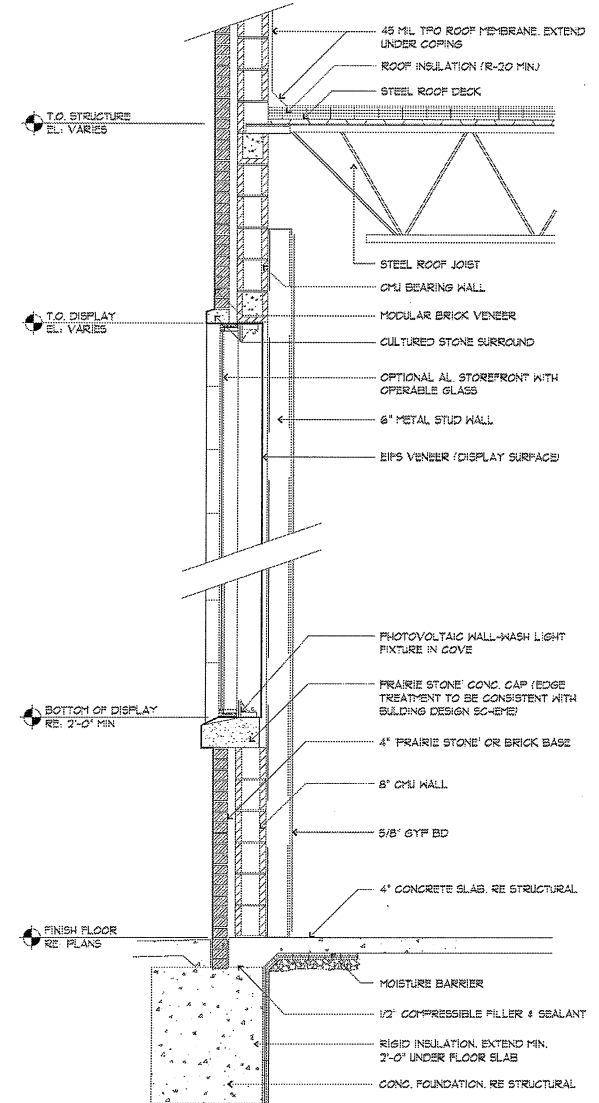
- All signage must be shown to scale on the approved storefront elevation.
- All additional signage shall be submitted to the Landlord/ Developer’s Representative for approval as specified in Section Two.
- Any minor deviations to this criteria will be reviewed on an individual basis and subject to Landlord/Developer approval.

Environmental Graphics

- Must be non-commercial graphics.
- Must be front lit with concealed or other non-exposed type lighting system. No backlit lighting is allowed.
- Glass is required and must be flush or recessed from facade opening.
- Graphics must integrate with building façade design.
- Designs must integrate with the overall shopping center design.



NON-COMMERCIAL DISPLAY WITH SURFACED MOUNTED FIXTURE

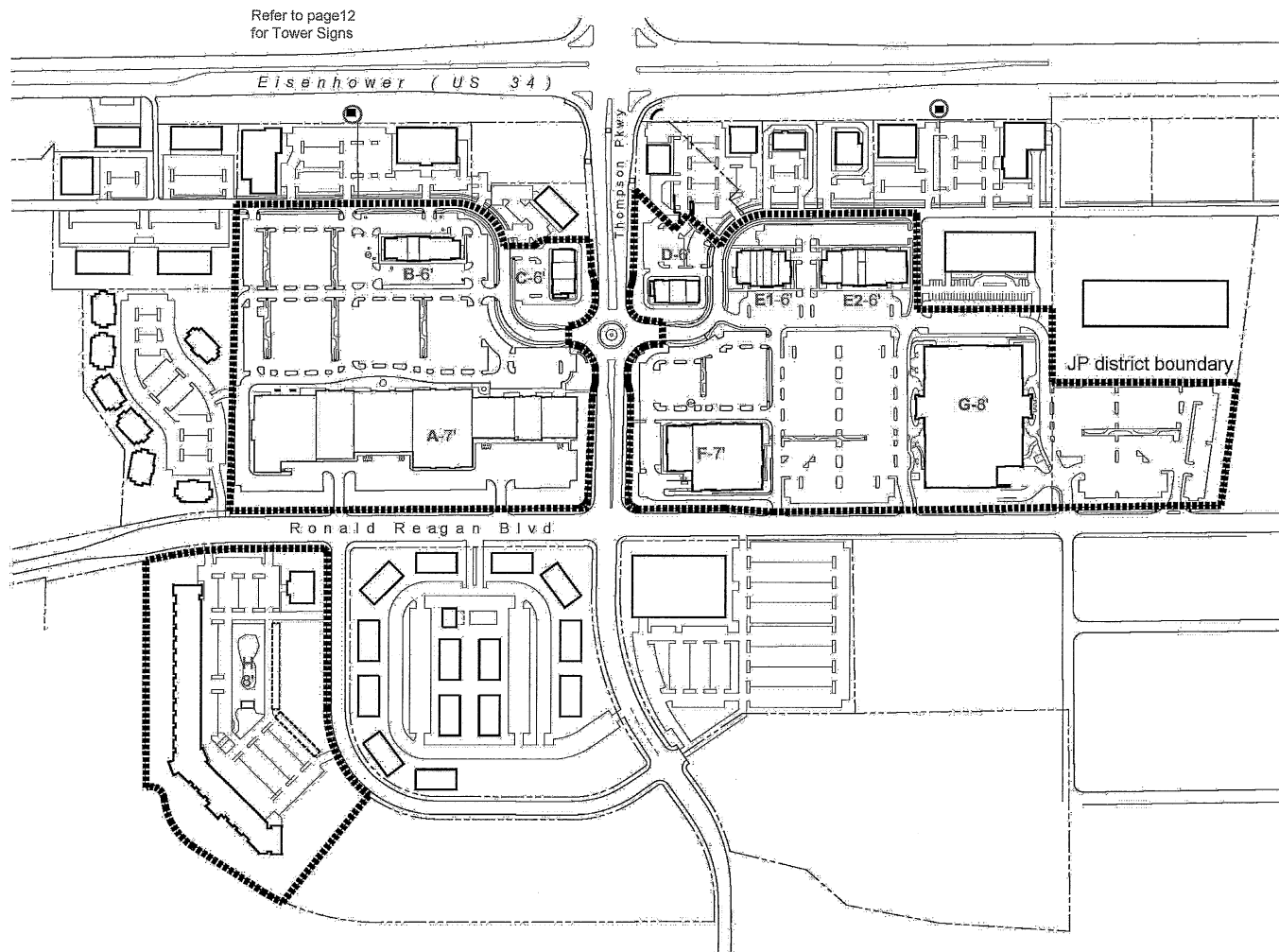


NON-COMMERCIAL DISPLAY WITH COVE LIGHT AND OPERABLE GLASS ENCLOSURE

Directional Signage

- Sign must not exceed four (4) square feet in total size.
- Logo must not exceed one (1) square foot.
- Directional signage must not exceed three (3) square feet.
- Sign support structure for directional signage must not exceed five (5) feet in height unless a deviation is granted.
- A deviation is required to include directional signage on entry markers.

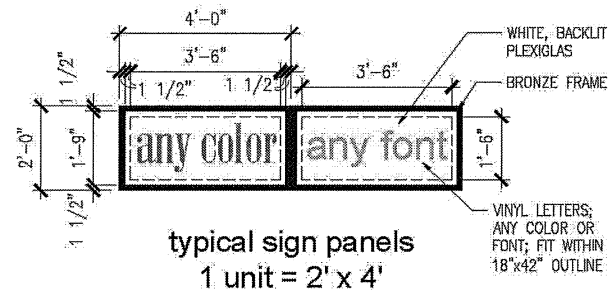
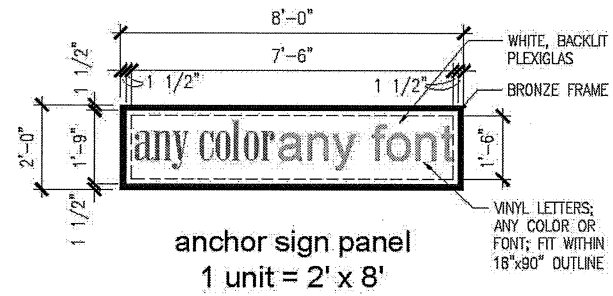
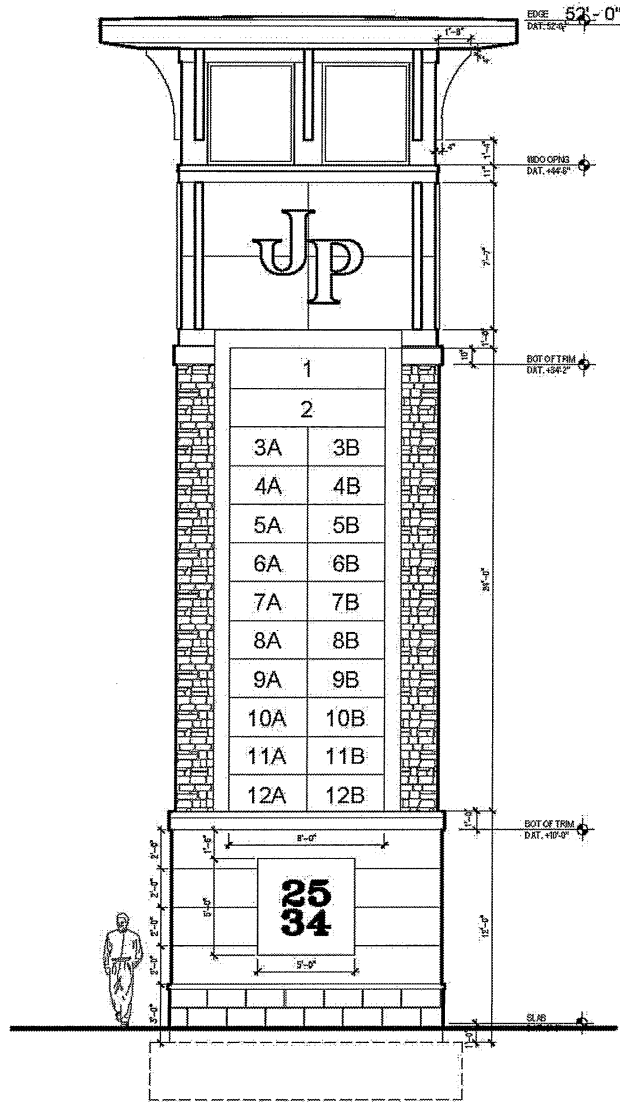
DESIGN HANDBOOK



SIGNAGE SIZE - KEY MAP
July 12, 2017



DESIGN HANDBOOK



SIGN TOWER—CRITERIA

RETAIL USE AREAS

SECTION 4.4 — HARDSCAPE DESIGN:

Kit of Parts:

- 4.4.2 Site Furnishings
- 4.4.3 Site Lighting
- 4.4.4 Tower Sign
- 4.4.5 Monument Signs

Detailed Area Drawings:

- 4.4.6 Site Design—Amenities Masterplan
- 4.4.7 Sculpture Location Map
- 4.4.8 Central Roundabout—plan
- 4.4.9 Central Roundabout—Elevation
- 4.4.10 North Kiosk-Elevation
- 4.4.11 Terminus Court / Sitting—plans
- 4.4.12 South Gateway—plan
- 4.4.13 South Gateway—elevation

SITE FURNISHING & AMENITIES

1) Bench

- a) Material
 - Metal
- b) Accepted Manufacturers
 - SiteScapes - Westport
 - Landscapeforms - Plainwell
 - Medallion - Boston Bench
- c) Finish - Powdercoat
- d) Color - Black & Silver
- e) Mount
 - Permanent mount

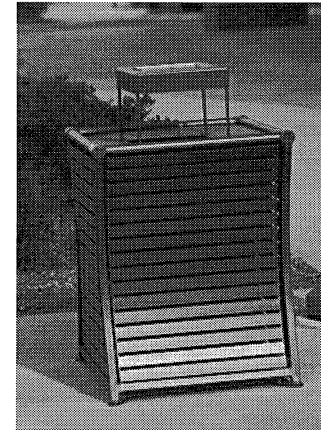
2) Litter Receptacle

- a) Material
 - Metal
- b) Accepted Manufacturers
 - Landscapeforms - Plainwell
 - SiteScapes - Westport
- c) Finish - Powdercoat
- d) Color - Black & Silver
- e) Mount
 - Permanent mount

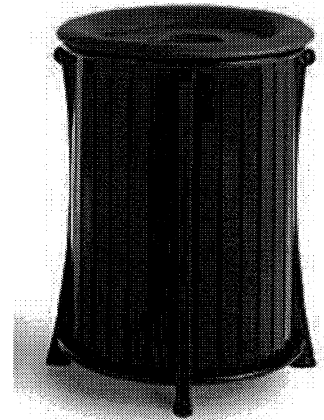
3) Bollards

- a) Type
 - Vehicular / Auto Barrier
- b) Material
 - Steel
 - Concrete

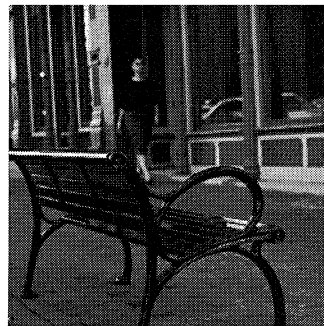
SiteScapes - Westport Receptacle



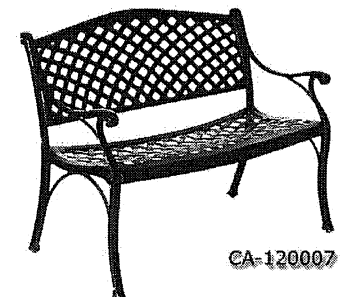
Landscapeforms - Plainwell Receptacle



Landscapeforms - Plainwell Bench SiteScapes - Westport Bench



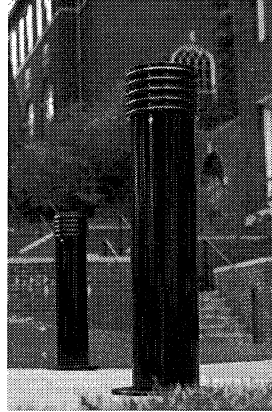
Medallion— Boston Bench



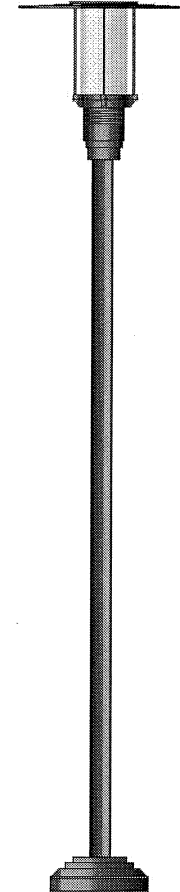
SITE LIGHTING

- 1) Decorative Pole Lights
 - a) Manf—Luminus, EC811
 - b) Finish - Anodized, Dark Bronze
 - c) Mount
 - Conc Base -Permanent mount
- 2) Standard Parking Lot Lights
 - a) Manf—
 - b) Finish - Anodized Aluminum
 - c) Color - Dark Bronze
 - d) Mount
 - Conc Base -Permanent mount
- 3) Bollards
 - a) Type
 - Vehicular / Auto Barrier
 - b) Material
 - Steel
 - Concrete
 - c) Accepted Manufacturers
 - Architectural Area Lighting - CB9 Round
 - d) Color - Powdercoat Black

*Landscapeforms -
Annapolis Bollard*

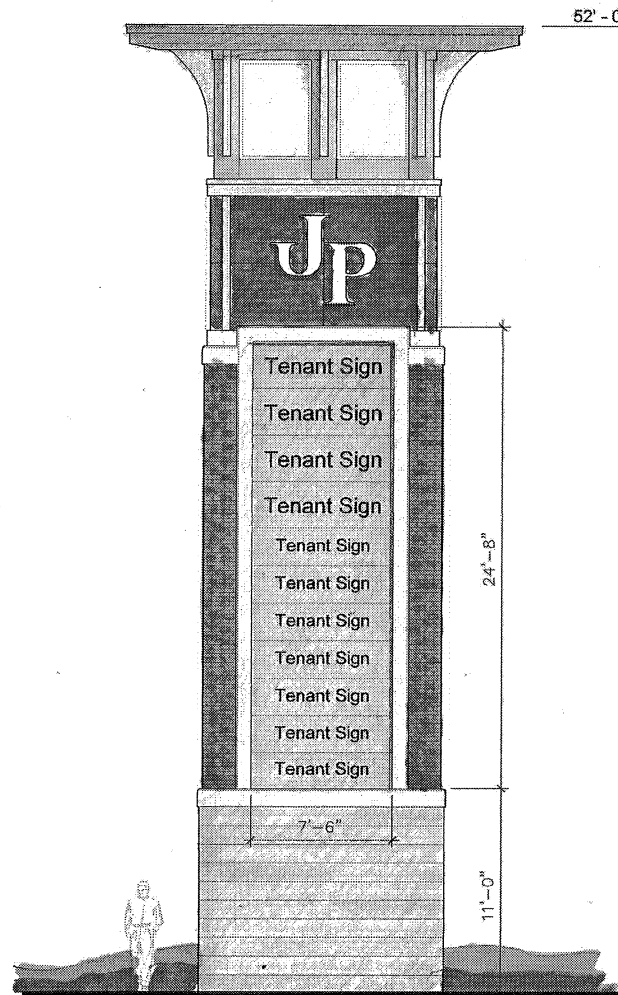


Decorative Pole Light



TOWER SIGN:

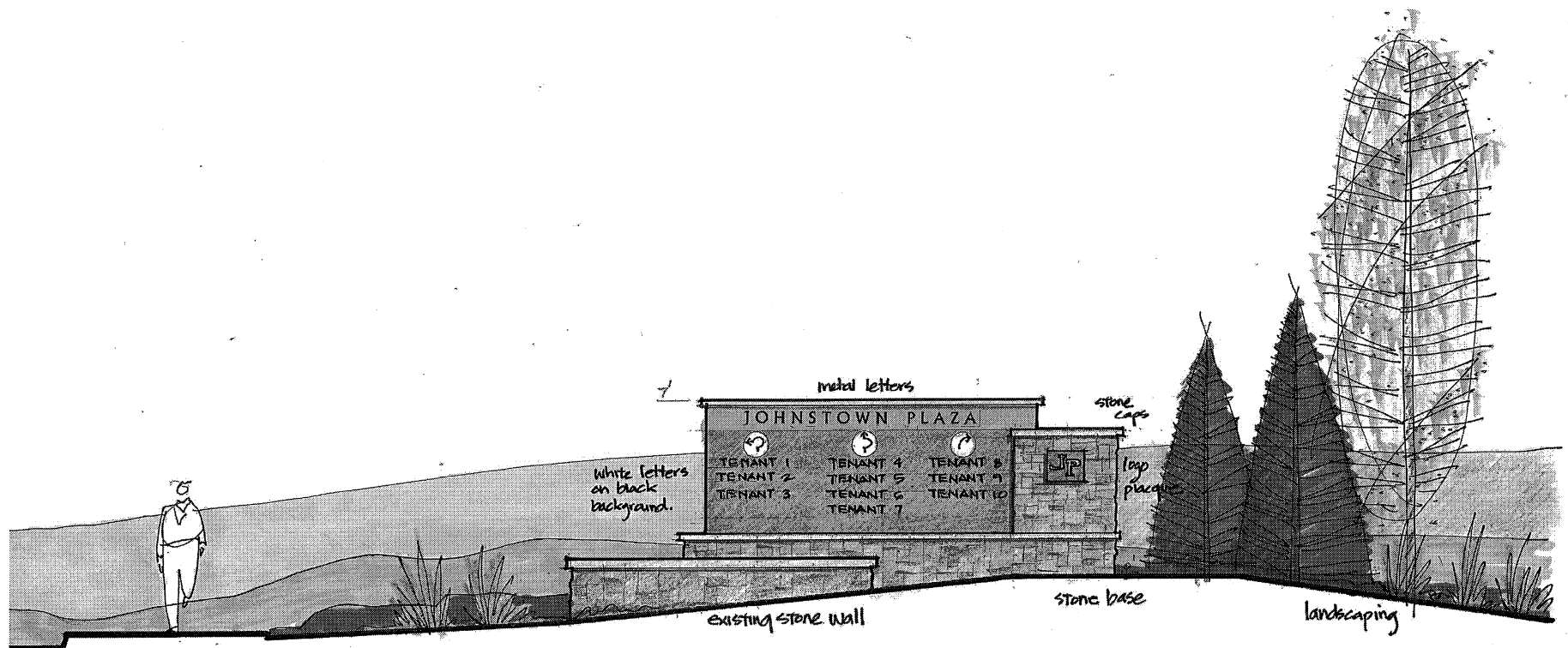
- 1) Construction
 - a) Stone Base, CMU substrate
 - b) Brick or stone veneer
 - c) Backlit upper crown
 - d) Stucco sign backdrop
 - e) Metal Signature Letters
 - f) Plastic Letters
 - g) Internally Lit tenant signs



DESIGN HANDBOOK

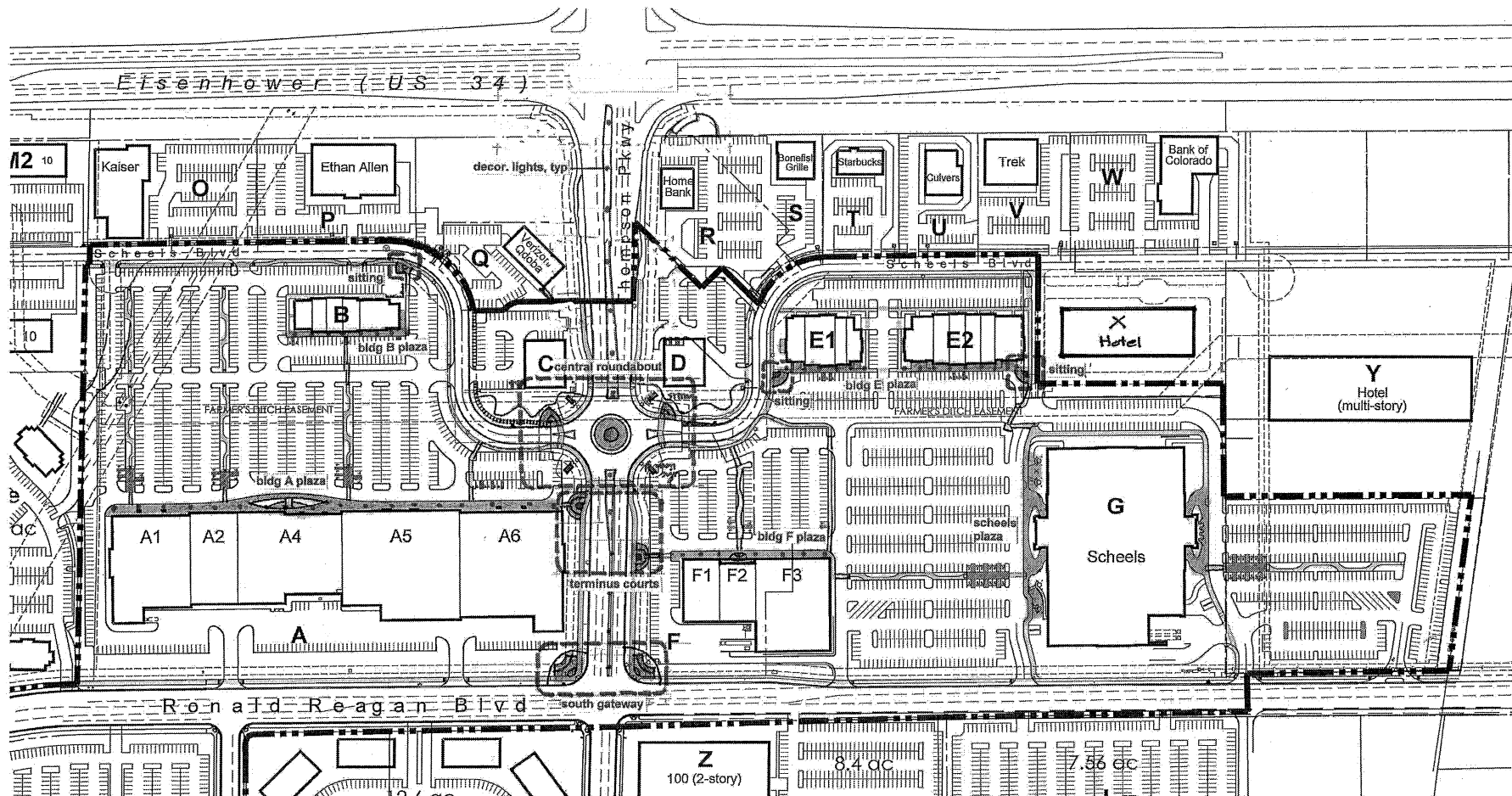
MONUMENT SIGN:

- 1) Construction
 - a) Stone Base, CMU substrate
 - b) Black Sign backdrop
 - c) Metal Signature Letters
 - d) White Tenant Letters
 - e) Eternally Lit



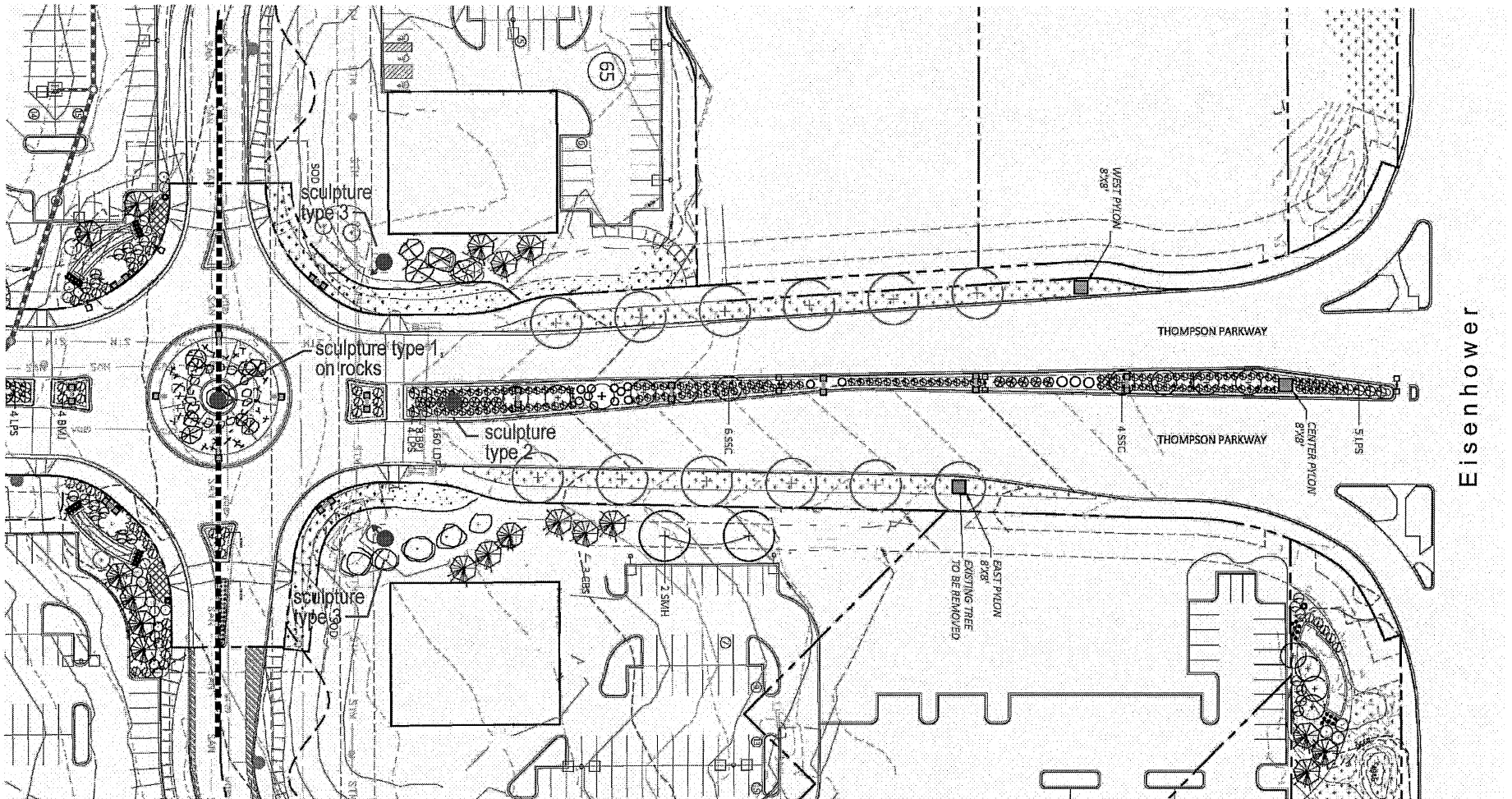
DESIGN HANDBOOK

1. This Masterplan is a conceptual guideline for overall site layout, and location of primary site amenities.
2. Enlarged Plans indicated on the masterplan are shown on subsequent exhibits
3. Building Plaza Designs are to be developed with each building design.
4. Primary components are shown in the "kit of parts" chapters.



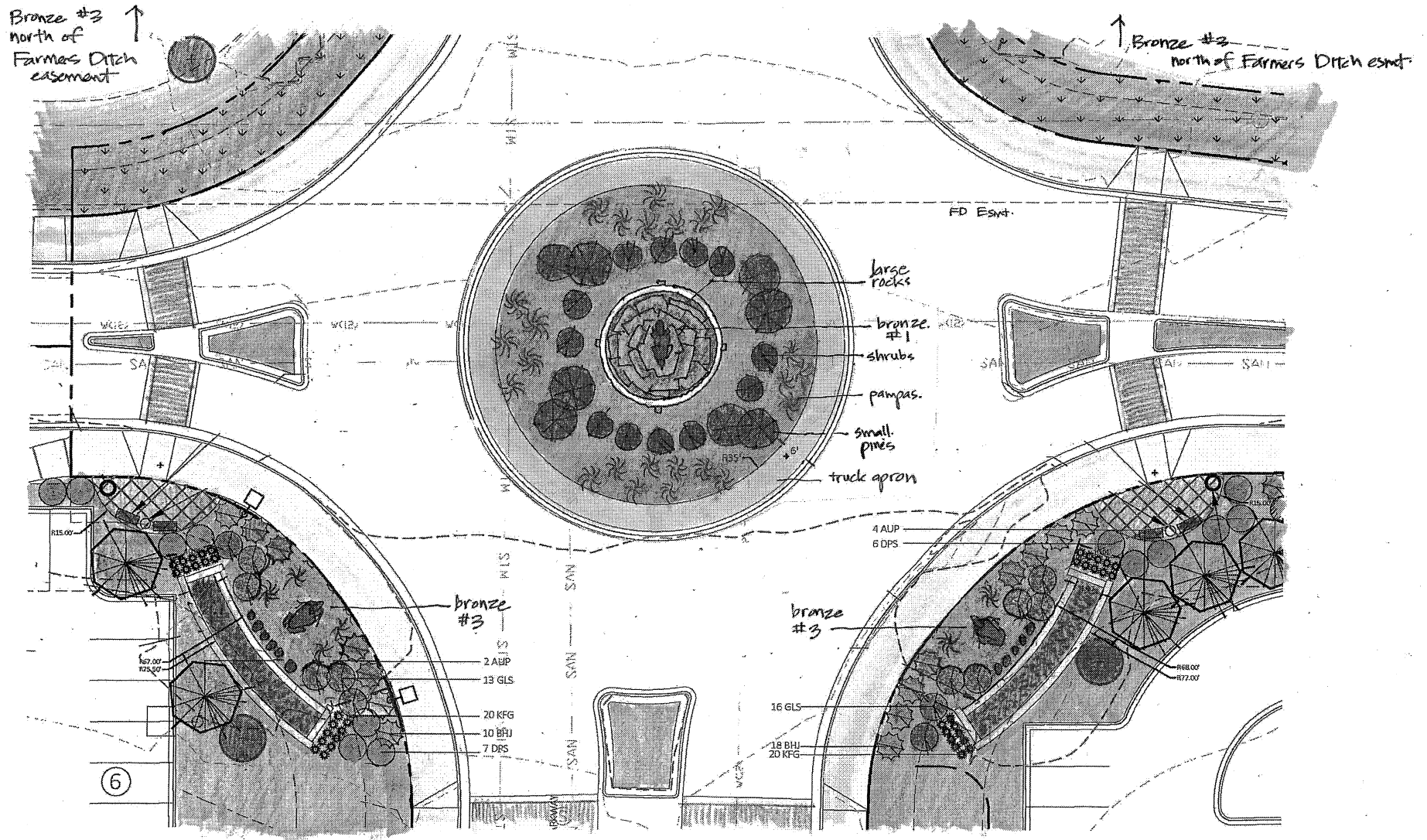
DESIGN HANDBOOK

1. Bronze Wildlife Sculptures are placed along Thompson Parkway from Eisenhower leading to the central roundabout.
2. Small identity pylons are placed closer to Eisenhower in central median and on east and west sides of Thompson Park-



SCULPTURE LOCATION MAP

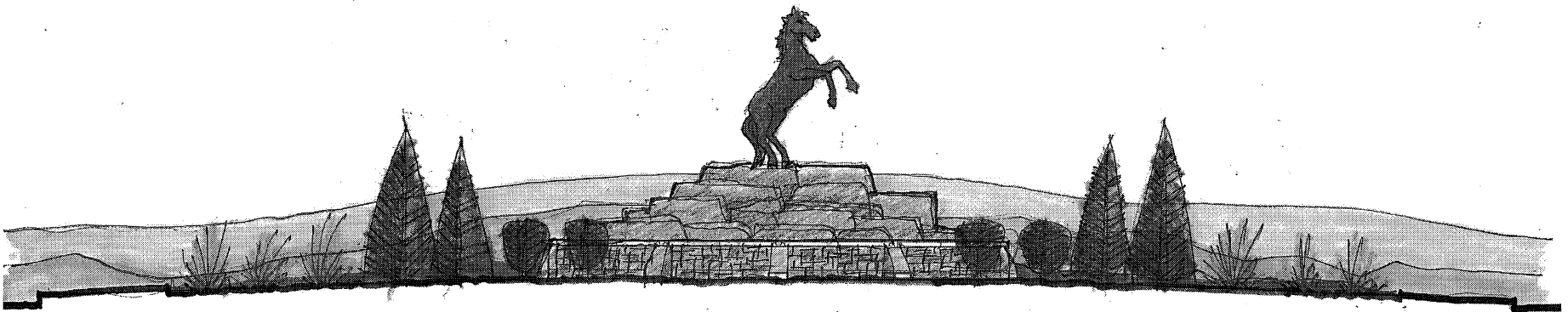
DESIGN HANDBOOK



ROUNABOUT PLAN

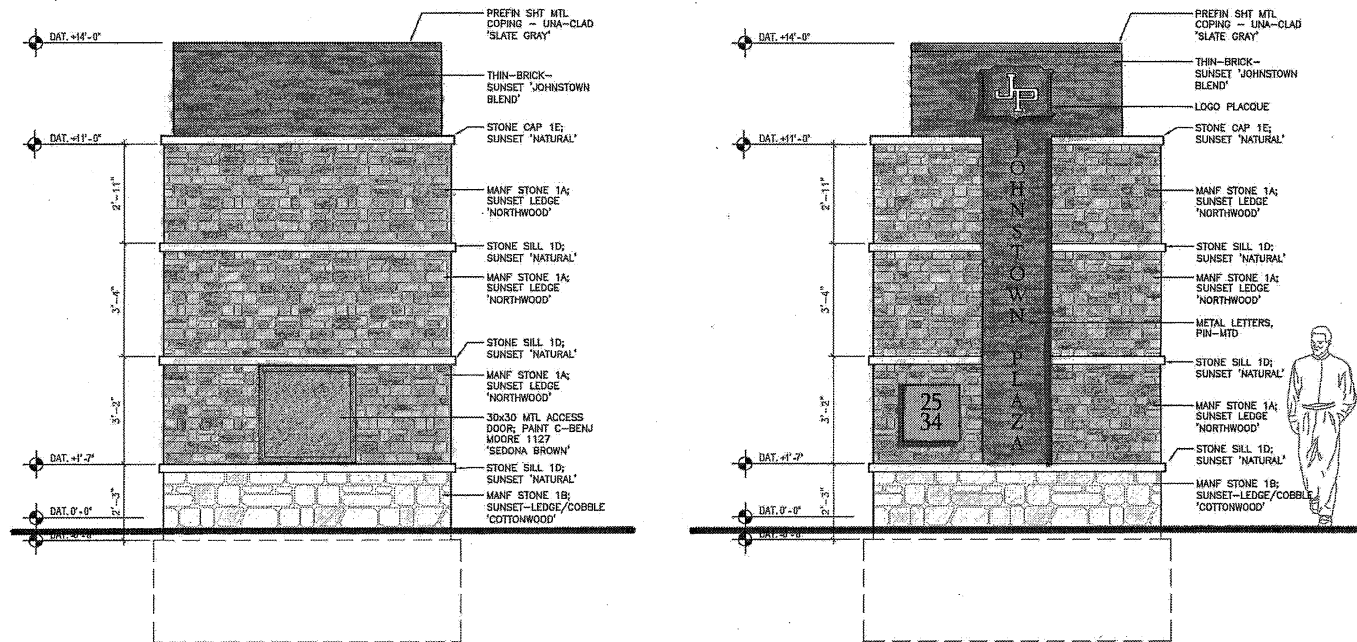
D E S I G N H A N D B O O K

1. The central roundabout feature includes a bronze wildlife sculpture on top of a natural boulder mound, with streaming water flowing into a basin. Natural plantings surround the element.

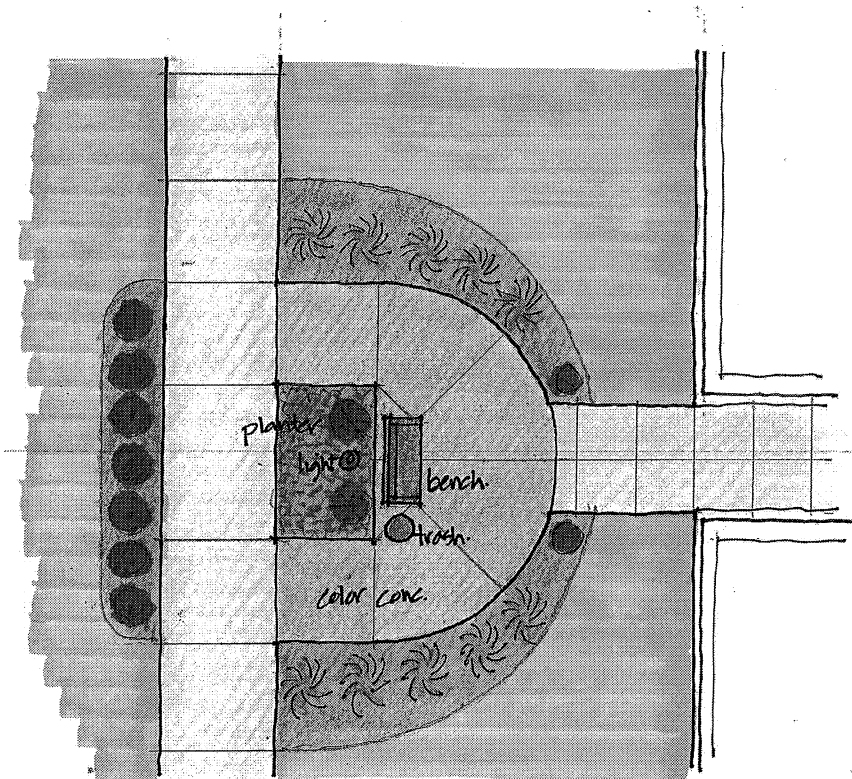


ROUNABOUT ELEVATION

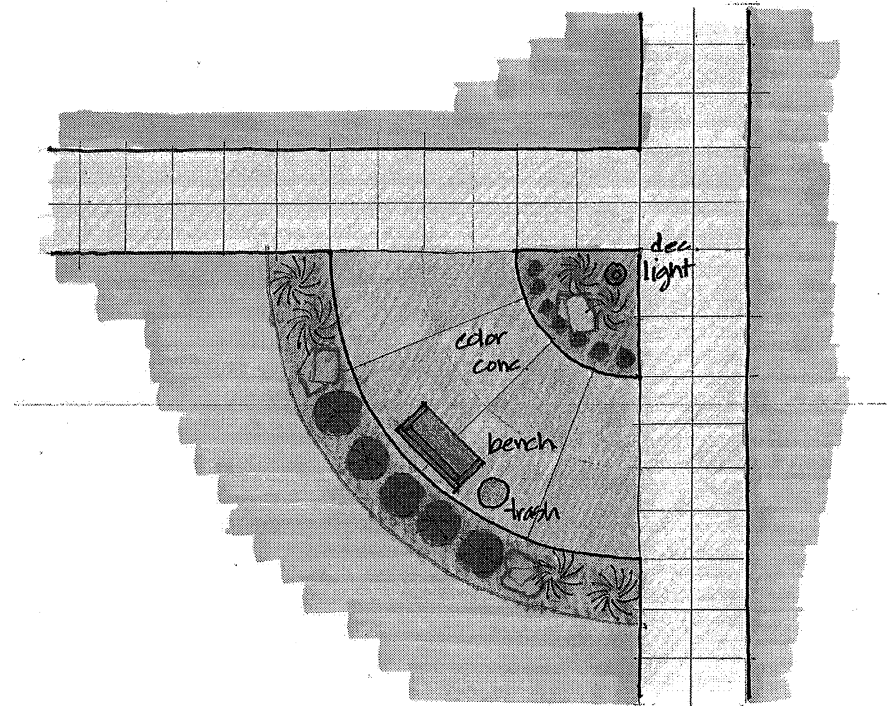
DESIGN HANDBOOK



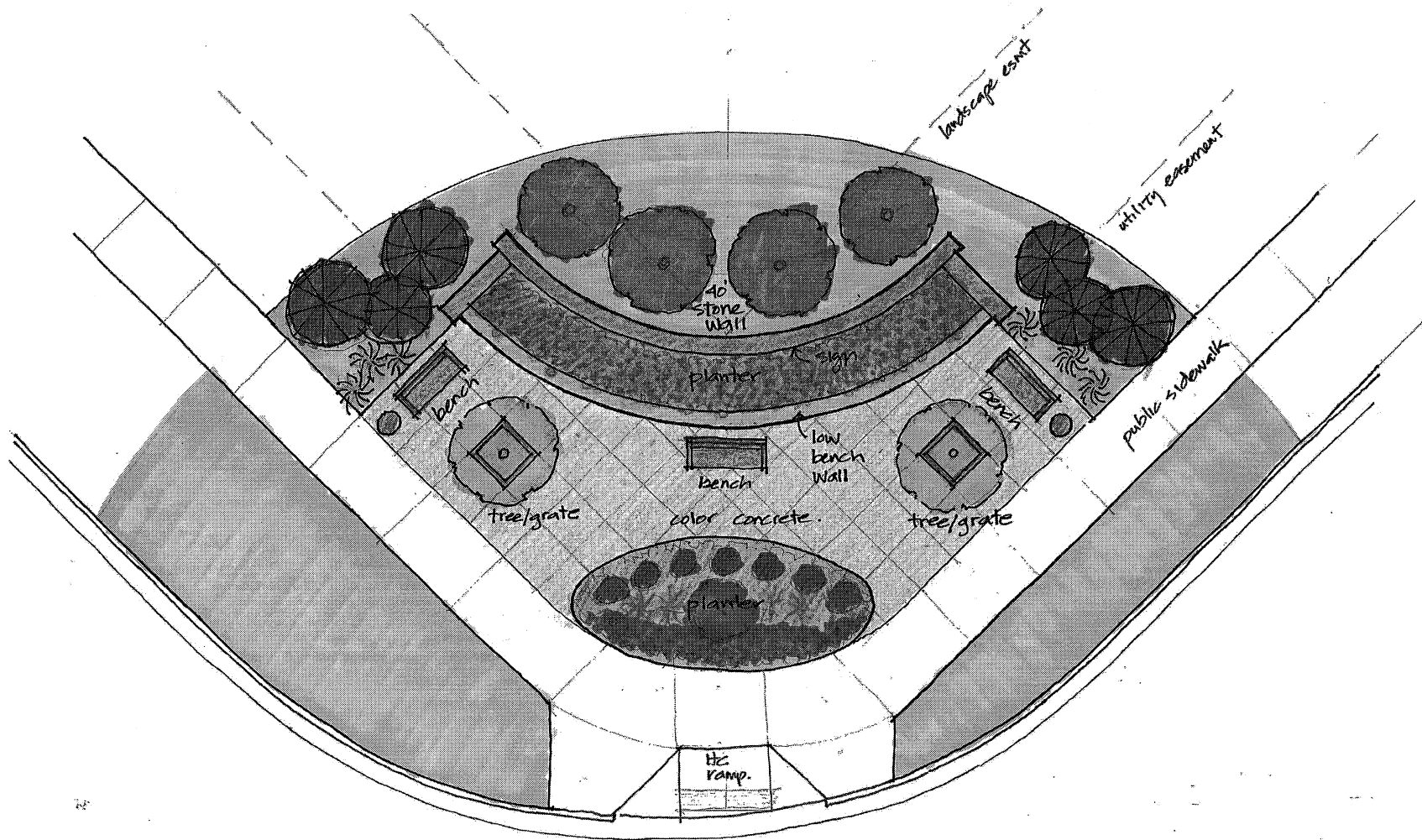
NORTH KIOSK



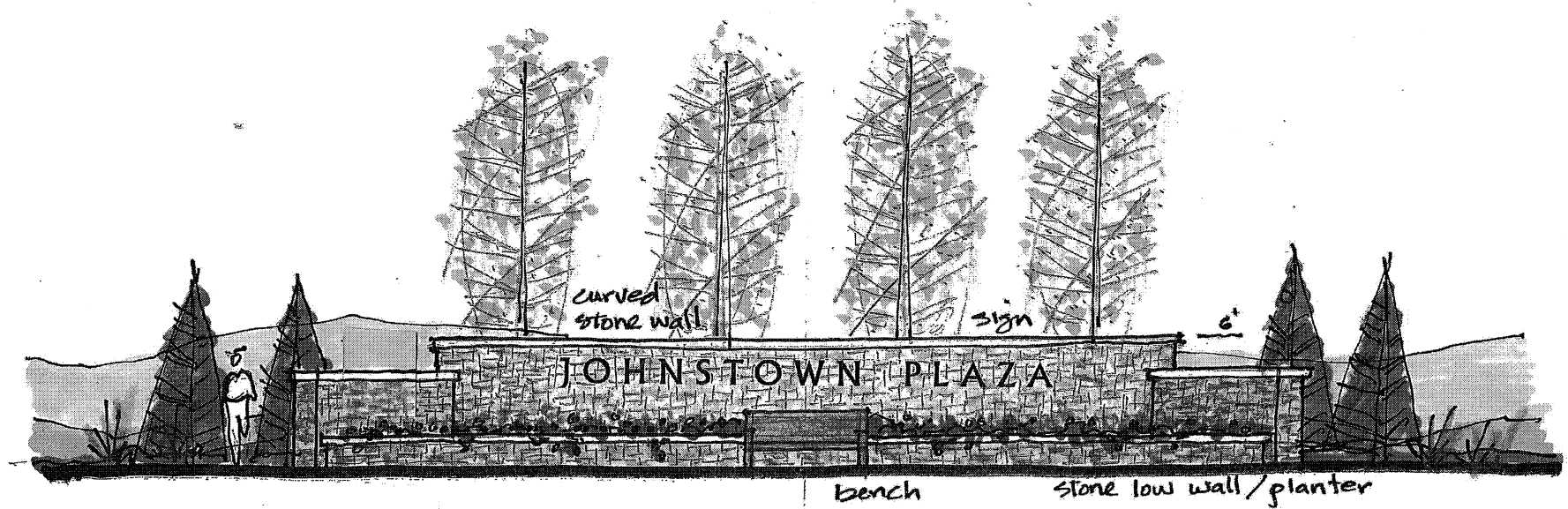
'TERMINUS' COURTYARD



TYPICAL SITTING AREA



SOUTH GATEWAY



SOUTH GATEWAY

SECTION 4.5 — FLEX OFFICE DESIGN:

- 4.5.1 Landscaping
- 4.5.2 Building Design

4.5 Office / Flex

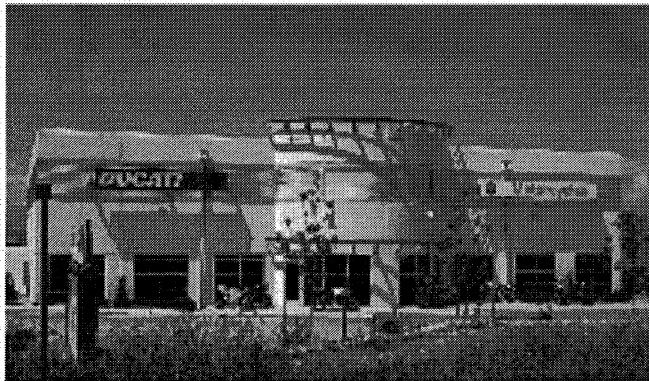
These guidelines apply to: single and multi-tenant office buildings; multi-tenant, single-story structures designed as flexible space for offices, light industrial and professional services; and single-tenant light industrial or research and development type uses. The guidelines contain additional information 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.

4.5.1 Landscaping

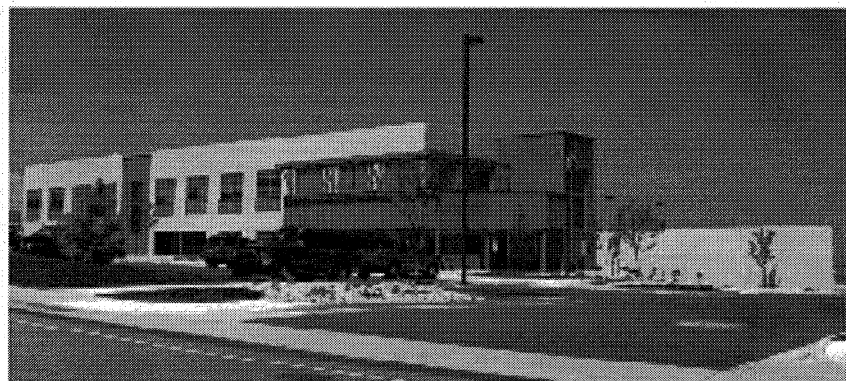
- Exposed sections of building walls that are visible from public areas or high use areas on private property shall have planting beds at least six (6) feet wide along a minimum of 50% of the length of the wall. Provide one (1) tree within 50 feet of the structure for every 50 lineal feet of building 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.**



Example of acceptable use of metal on a building



Example of a building with balanced proportions, varied planes of long walls and coherent architecture style.

- 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.
 - Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a façade).
 - 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 or stucco. Exposed concrete shall have an attractive texture and/or color.
 - Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated 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:
 - 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 landscaped 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 IRC 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.



Example of varied roof planes

D E S I G N H A N D B O O K

- 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 50 linear feet of one plane.
- Accessory Buildings
 - Shall be of the same character and materials as primary buildings.

D E S I G N H A N D B O O K

APPENDIX:

5.1 2534 Master Association Irrigation Guidelines

2534 Master Association Irrigation Guidelines

Preface:

The 2534 Master Association has a non-potable water supply that furnishes water to each lot, for the exclusive use of irrigating the landscape.

The Town of Johnstown requires the use of non-potable water for use in landscape irrigation. It is the intent of the 2534 Master Association to provide non-potable landscape irrigation water to each lot owner. To be able to manage the entire 2534 Non-Potable System efficiently, the 2534 Master Association must have the capability to coordinate non-potable deliveries to end users at the site. The lot owners have the option to have the 2534 Master Association maintain their irrigation and landscape or "opt out" of having their irrigation controlled by the 2534 Master Association, and a "water window" will be assigned to that lot. Each lot will have a specific "point of connection" detail to follow, whether they have the 2534 Master Association control their irrigation or they "opt out". In most instances, lots have been "pre-wired" to connect to the Master Association's controller, thus, the design parameters will be provided by the Master Association. Since irrigation designs and installations can vary, a set of guidelines for materials and application have been developed. This will ensure that the watering schedule and maintenance of equipment will be met throughout the life of the project. This requires some standardization of products, since there are a multitude of manufacturers. This also ensures that each owner will have a "quality" irrigation system, and is designed to the same standards as other users at 2534. Each end user at 2534 will need to go through a two step design review process with the 2534 Design Review Committee (2534 DRC). One of the required submittals at the first review of a project by the 2534 DRC is the proposed landscape plan for a site, which must conform to the 2534 Design Guidelines. The landscape plan submittal shall include the total square footage of irrigated turf and square footage of other landscape material as part of the submittal. Once the landscape plan is approved, the 2534 DRC will provide design parameters to the end user for use in designing the irrigation system for the site including the point of connection to the 2534 non-potable system. The second submittal to the 2534 DRC shall include the irrigation system design for the property including the end user's intent to either opt out of the Master Association's management of the on-site irrigation and landscape maintenance or the intent to have the Master Association manage these services.

As there is a considerable amount of common area to be managed at the site, the Master Association is able to receive very competitive rates for on-site landscape maintenance. If an end user opts out of Master Association management of on-site irrigation and landscape management, that user must conform to the landscape maintenance specifications provided by the 2534 Master Association, or the 2534 Master Association will take over management of the irrigation system and on-site landscape maintenance.

2534 MASTER ASSOCIATION
UNDERGROUND SPRINKLER SYSTEM SPECIFICATIONS
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UNDERGROUND IRRIGATION SYSTEM

PART 1: GENERAL

1.01 CONTRACTUAL REQUIREMENTS

- A. Design, approval, and installation of an automatic underground irrigation system, using the 2534 Master Association's non-potable water system.

1.02 SCOPE OF WORK

- A. The work shall consist of installing a new automatic underground irrigation system, to tie into the existing 2534 Master Association's system. Included will be the design, provision, and installation of all labor, equipment, tools and materials necessary for the construction of an irrigation system per the 2534 Master Association's guidelines. This includes any miscellaneous incidental material required to result in a complete and operable system.

1.03 WORK INCLUDED

- A. Work under this Section to include provision of all labor, material, permits, and services needed to complete the underground sprinkler system in accordance with the details and specifications herein.
 - 1. Provide and install all incidental equipment from the point of connection as required on the drawings.
 - 2. Provide and install subsurface sleeves as required.
 - 3. Provide and install miscellaneous incidental equipment which may not be indicated on the details but which is required to result in a complete and operable system.

1.04 QUALITY ASSURANCE

- A. Comply with the following codes, ordinances, regulations, and standards in effect at time of installation:
 - 1. American Society for Testing and Materials (ASTM).
 - 2. National Plumbing Code (NPC)
 - 3. Federal Specifications (FS)
 - 4. Plastic Pipe Institute (PPI)
 - 5. National Electric Code (NEC)
 - 6. National Sanitation Code (NSC)
 - 7. All cut-sheets, catalogs, and published data of the manufacturers whose equipment is scheduled for use under this contract.
- B. Failure to be familiar with any requirement shall not preclude installer's responsibility to abide by them.
- C. In the event of a conflict between requirements the most stringent requirement will prevail in any case.
- D. All work under this Section shall be performed by qualified personnel who have successfully completed comparable projects previously, and who are knowledgeable and familiar with irrigation system hydraulics.
 - 1. On-site personnel shall be capable of determining feasibility of proposed installations (with regard to hydraulics). Failure to be familiar with hydraulic feasibility will not preclude installer's responsibility for accidental or deliberate installation of incompatible equipment, pipe sizes, etc., which do not permit operation of system as intended by design.
 - 2. The installer shall field verify static pressure at the point of connection and determine its suitability prior to commencing any work downstream of the point of connection. The point of connection shall be a 1-1/4" threaded gate valve stubbed into the property, unless otherwise noted, or required by the 2534 Master Association.

- a) Failure to test and verify adequate static pressure prior to constructing the sprinkler system shall not relieve the installer to provide the adequate operating pressure to provide coverage as intended by their design.
- b) It is the installer's responsibility to report inadequate static pressure to the Project Inspector and to correct the problem prior to commencing work downstream of the point of connection.
- E. All material for use under this Section to be new and previously unused.
- F. The installer shall be responsible for measuring and verifying accuracy of field dimensions versus drawing dimensions. All discrepancies shall be reported to the Project Inspector and resolved prior to commencing work.

1.05 SUBMITTALS

Each end user must get the 2534 DRC approval of a landscape plan and an irrigation plan for a site prior to commencement of installation of an irrigation system or landscape. The irrigation plan is to be part of the second submittal to the 2534 DRC. It shall include an estimated annual water usage chart, showing the valve I.D., the discharge rate, the irrigated area (in square feet), the precipitation rate (inches/hour), the average annual usage showing both the depth (in inches), and the volume (in gallons). Attached to these specifications, is Attachment A, a guideline chart for plant material water usage, and Attachment B, a table for use in calculating the water usage.

- A. Three (3) sets of submittals of the specifications of the products to be used for the irrigation system as described, shall be transmitted to the 2534 DRC for approval, before commencement of work. Upon review and final approval by the 2534 DRC, according to these specifications, commencement of the irrigation system may begin. A 2534 DRC approved copy of the submittals will be transmitted to the contractor.
- C. Shop Drawings which clearly indicate changes proposed by the installer to pipe routing, sprinkler head placement, valve placement, zone sequencing, etc., which improve operation and serviceability of the system are to be submitted to the 2534 DRC.
- D. Other submittals shall be made in accordance with the contract documents and Requirements at Substantial Completion under this Section.

1.06 ALTERNATE EQUIPMENT

- A. Generally, only the equipment in these specifications will be considered or accepted for installation, and shall take precedence over plan details.
 - 1. If the specified equipment is discontinued by the manufacturer at the time of installation, alternate equipment may be proposed and submitted, and noted by exception.
 - a. Proposed alternate equipment shall be submitted to the 2534 Master Association in the form of additional catalog cut sheets, and an amended irrigation design, with revisions clearly marked, indicating any changes proposed for equipment, and the resulting changes to the estimated gallons-per-minute per zone, pipeline sizes, and water usage chart.
 - 2. Should alternate equipment be installed without prior Owner approval, Final Acceptance of work provided under this Section may be delayed and/or denied.

1.07 PRODUCTS

- A. Furnish all equipment to complete the sprinkler system per the approved Drawings and Specifications.
- B. Rainbird and Hunter products are to be used whenever practicable.
- C. All mainline piping shall be PVC, Class 200, minimum.
- D. All lateral piping shall be PVC Class 160 minimum, or Polyethylene, NSF, 80 p.s.i. minimum.
 - 1. All piping shall be new and NSF approved.
- E. All mainline pipe fittings under 2.5" diameter shall be Solvent Weld type. All mainline pipe fittings 3" and larger shall be Ductile Iron, deep bell, push-on gasket type, thrust blocked according to manufacturer's recommendations. All polyethylene lateral fittings shall be insert type, with crimp type clamp for sealing, and conform to ASTM D-2609.
 - 1. Gasket PVC mainline pipe shall meet ASTM requirements.

2. BE PVC lateral pipelines shall meet ASTM requirements.
 3. Polyethylene lateral pipelines shall meet ASTM requirements.
 4. Solvent weld for PVC pipe shall meet ASTM requirements.
 5. Teflon tape shall be used on all threaded joints.
 6. The use of cross type fittings is not permissible.
- F. All sprinkler heads will be installed with swing pipe or swing joints.
- G. Copper tubing and fittings shall be type 'K'.
- H. PVC sleeves to be Class 200 PVC BE of the size and length indicated on the Drawings. Low voltage wiring that is not routed with the mainline shall be run in separate sleeves from mainline or lateral pipe.

PART 2: EQUIPMENT

2.01 SPRINKLER HEADS

- A. All sprinkler heads shall be Rainbird or Hunter.
1. Nozzle types and arcs to be provided by the irrigation designer, and indicated on the Drawings to satisfy the coverage requirements intended by the design.
 2. Sprinkler nozzles installed on any single zone shall have matched rates of precipitation.
- B. Sprinkler heads shall be of the type, and size, indicated on the Drawings.
- C. Watering windows will be assigned for each lot that is NOT controlled by the 2534 Master Association. It is recommended that all sprinkler heads utilized for turf grass in the entire Development provide a precipitation rate of at least .4" per hour, to ensure that all lots will be watered in a timely manner, and water windows will be met.

2.02 ELECTRIC CONTROL VALVES

- A. Electric control valves shall be Hunter ICV Filter Sentry series or Rainbird PESB series, for use on non-potable irrigation systems.
1. Each electric control valve shall be installed with a PVC isolation ball valve at the inlet.
 2. If the owner wishes to utilize the 2534 Master Association controller, Rainmaster model TW-D-X decoders are required.
- B. Drip valves must have pressure regulation and wye strainers. Rainbird model X CZ-100B-COM or Hunter model ICZ-101 are recommended.

2.03 QUICK COUPLING VALVES

- A. Shall be Rainbird model 5LRC, or Hunter model HQ5LRC.

2.04 MASTER VALVE – HUNTER

- A. All mainlines that are not utilizing the Master Association's irrigation control system shall install a Hunter model ICV valve to be used as a master valve. It shall be installed immediately downstream from the point of connection gate valve, and before the flow meter, of the size and type shown on details. It shall be connected by the 2534 Master Association, to their irrigation controller, to control the "water window" for the site.

2.05 METER

- A. All irrigation systems in the 2534 Development are required to be metered. An Amco water meter model C-700 with pit pad for remote reading and totalizing register is required.
- B. Installation is per 2534 Development details (provided).

2.06 AUTOMATIC CONTROLLER

- A. The 2534 Master Association utilizes a Rainmaster 2-wire central control system in most instances. Only construction before September 2007 utilized a more traditional, multi wire system. Please verify the type of controller that will be controlling your lot. All irrigation controllers provided by the Master Association after September 2007 will require that the valves utilize a Rainmaster decoder model TW-D-X.
- B. An irrigation schedule and "mow day" schedule is required to be submitted upon completion, for any irrigation system utilizing the 2534 Master Association irrigation controller.
- C. If the owner is providing their own controller, it shall be multi-program capable, and have a rain sensor attached.

2.07 CONTROL WIRING

- A. All irrigation systems utilizing the 2534 Master Association irrigation controller shall use Rainmaster TW-CAB-14 wire for 2-wire connection, and install per manufacturer's recommendation. Contact the 2534 Master Association to verify that your lot is wired for a 2-wire system.
- B. All other irrigation systems that are NOT utilizing the 2534 Master Association irrigation controller shall provide and install type UF 600 volt stranded or solid copper, single conductor wire with PVC or PE insulation and bearing U.L. approval for direct underground burial, minimum 14 gauge.
 - 1. Control wire shall be a red color.
 - 1. Common/ground wire color to be white.
 - 2. Master Valve wire color to be black.
 - 3. Two yellow wires shall be installed along entire mainline as an extra wire.
 - 4. Wire colors to be clearly indicated on the as-built Drawings.
- C. Installer is responsible for sizing all wire in accordance with recognized practice, and shall clearly indicate changes in wire sizes on as-built Drawings.
- D. All wire connections utilizing the 2-wire 2534 Master Association controllers are to be made with Rainmaster TW-SPLICE, 3M DBY, or other NEC approved waterproof wire connection.
- E. All wire connections NOT utilizing the 2534 Master Association controller shall be made with SURESPLICE SK 8-12G or 3M DBY splices or approved equal.

2.08 VALVE BOXES

- A. All electrical control valves are to be housed in control valve boxes with lock equipped covers equal to Armor 170106 (standard). Isolation gate valves and wire connections to be housed in Armor 181104 (10" round box), and drip valves shall be housed in Armor 190106 (jumbo box).
 - 1. Valve boxes shall be adequately sized to allow clearance around all valves for servicing and removal without excavation of box, and shall have a 2" clearance from piping.
 - 2. Valve boxes and covers shall be green in color and stamped "Irrigation Control Valve".
- B. All control valves to be installed in accordance with final grade.
 - 1. Aggregate sumps to be constructed prior to installation of control valve and box; do not attempt to fill valve boxes with aggregate.
 - 2. Valve box interiors to be completely free of standing water, mud, or other debris at all times.
- C. Provide and install manufactured valve box extensions as needed to result in box cover being at adjacent finish grades, or flush with top of mulches.

2.09 BACKFLOW PREVENTER

- A. Not applicable, as the irrigation supply is raw water.

2.10 DRIP COMPONENTS

- A. Lateral drip tubing from the valves shall be of a UV resistant type.
- B. Install emitters on lateral drip tubing. Use 1/4" distribution tubing to distribute water to plants. Install tubing stake and bug cap at each outlet.
- C. Emitters shall be of a pressure compensating type, Rainbird model XB-10 series, 1 gallon per minute. Install emitters according to the following table:
 - Deciduous trees – single or multiple outlet emitters, totaling 5 i.e., for trees planted in bed areas. Separate zoning for trees planted in turf areas is not required.
 - Coniferous trees – single or multiple outlet emitters, totaling 4 g.p.m., for trees planted in bed areas. Separate zoning for trees planted in turf areas is not required.
 - Shrubs – 2 single outlet emitters required for each plant.
 - Perennial, ground cover, and grass plants – 1 single outlet emitter required for each plant.

2.11 OTHER EQUIPMENT

- A. Other equipment to be provided and installed, including but not limited to, pressure regulating valves, air relief valves, and equipment needed to result in a complete and operable sprinkler system shall be provided and installed under this Section.
 - 1. Installation of other equipment shall be as indicated on Drawings, and per manufacturer's recommendations.

PART 3: EXECUTION OF WORK

3.01 JOBSITE CONDITIONS

- A. The installer shall be completely familiar with all jobsite conditions which may affect the work prior to commencing any work under this Section.
 - 1. No work shall be commenced until unsatisfactory jobsite conditions have been brought to the Project Inspector's attention or otherwise totally resolved.
 - 2. Should the installer fail to resolve jobsite conditions which may negatively affect the work under this Section, he shall assume responsibility for subsequent additional work and costs to resolve unsatisfactory jobsite conditions.

3.02 UTILITIES AND PROTECTION

- A. Prior to commencing any work under this Section, it will be this installer's responsibility for scheduling and coordinating the locations of all existing utilities on the jobsite which may affect the work.
 - 1. All known existing utilities shall be clearly indicated on field drawings, and shall be flagged or otherwise marked on the jobsite.
 - 2. Failure to locate existing utilities and provide adequate protection to them during the work shall not preclude responsibility for subsequent damage.
 - 3. Costs for repair to existing utilities as a result of failure to properly locate and protect utilities shall be this installer's responsibility.
 - 4. "Utility" shall include, but may not be limited to gas, electric, sewer and water, telephone, and cablevision lines.

3.03 OTHER TRADES

- A. This installer shall make all reasonable efforts to coordinate work of other trades to avoid damage to work installed under this Section.
- B. Work under this Section shall be coordinated with other trades so as not to willfully interfere with scheduled installations.
 - 1. It is this installer's responsibility to be familiar at all times with scheduling of certain trades which may have a direct affect on work under this Section (i.e. pavement, plumbing, electrical) and to coordinate work under this Section with work of other trades.

3.04 FIELD VERIFICATION

- A. All sprinkler heads, control valve locations, and pipe line locations to be installed are to be flagged prior to commencing excavation.
 - 1. Minor relocation of equipment which facilitates the installation, serviceability and operation of the irrigation system may be made and documented on as-built Drawings.
- B. Sprinkler heads which are adjacent to curbing and pavement are to be installed no closer one inch away from curbing/pavement to accommodate turf trimming operations.

3.05 EXCAVATION

- A. This installer shall provide all necessary excavation required for proper installation of work under this Section.
- B. Mechanical trenchers used for excavation shall be capable of digging smooth, flat bottom trenches regardless of slope conditions.
- C. Trenches for mainlines shall be excavated to a uniform depth not less than eighteen inches.
- D. Trenches for lateral pipelines shall be excavated to a uniform depth not less than twelve inches.
- E. Sumps for manual drains and control valves shall be over-excavated to facilitate valve installation.
- F. Sleeves crossing beneath parking lots, driveways, roadways, and sidewalks shall be installed to the depth of not less than eighteen inches to the top of the sleeve pipe.
- G. Sleeves crossing beneath sidewalks shall be installed to depth indicated on Drawings prior to installation of pavement.
 - 1. Control wiring may not be installed in mainline sleeves.

3.06 INSTALLATION

- A. All installations are to be made in full accordance with the Drawings, Specifications, Local Codes and Ordinances, etc., with the most stringent requirement prevailing at all times in the event of conflict.
 - 1. Generally, no deviations from the layout of pipelines, sprinkler heads, control valves, point of connection, controller locations, or other scheduled installations will be considered or accepted by the Project Inspector from that indicated on the Drawings.
 - 2. The installer is authorized to make minor field adjustments in layout to facilitate minor changes in site layout.
- B. No direct contact between any equipment installed under this Section and other utilities or structures is permitted.
- C. Open pipe ends are to be taped or plugged closed at all times to keep out dirt and debris during installation.
- D. All piping is to be flushed with clean water to remove all dirt and debris prior to installing sprinkler heads.
- E. Swing joint risers to be installed and adjusted to result in all sprinkler heads being flush and plumb with finish grades prior to backfilling around heads.
 - 1. No sprinkler head is to be pulled into a plumb and flush position after installing backfill.
- F. Electric control valves are to be connected to mainline per the Drawing detail allowing clearance for servicing valve in valve box.
 - 1. Control valves are to be adjusted for optimum flow to provide coverage as intended by design.

- G. All control wiring is to be installed in the mainline trench. If control wiring is not installed in the mainline trench, it must be installed in appropriately sized conduit.
 - 1. No splices are to occur in any sleeve.
 - 2. Splices must be made in boxes.
 - 3. Multiple wires in trenches are to be banded together at twenty foot intervals.
 - 4. Two spare wires for system expansion shall be pulled to the end-points of the mainline.
 - 5. All wire connections utilizing the 2-wire 2534 Master Association controllers are to be made with Rainmaster TW-SPLICE, 3M DBY, or other NEC approved waterproof wire connection.
 - 6. All wire connections NOT utilizing the 2534 Master Association controller shall be made with SURESPLICE SK 8-12G or 3M DBY splices or approved equal.
- H. Other equipment installations are to comply with the following requirements:
 - 1. Quick coupling valves are to be installed on swing joints with SCH 80 PVC nipples, and are to be installed in an Armor 181104 (10" round box), plumb and one inch below the bottom of the lid.
 - a) Quick coupling valves shown next to a control valve on the drawings shall be installed in a separate valve box.
- J. Other equipment, miscellaneous products, fittings, etc., which are not specifically indicated on the Drawings but which are required to result in a complete and operable system are to be provided and installed under this Section within the base contract.

3.07 BACKFILL AND COMPACTION

- A. Provide clean backfill soil free of clods and rocks greater than one inch in size, and debris that could puncture and damage pipelines and equipment installed under this Section.
- B. Backfilling to be done when pipelines are cool to avoid excessive contraction. Water puddling of trenches is acceptable.
- C. Open trenches and other excavations are to be backfilled with suitable material and compacted to not less than ninety percent density in six inch increments.
 - 1. After compaction, backfill shall be precisely flush with surrounding finish grades.
- D. The installer is responsible for the repair to damaged equipment, finish grades, undermined pavements, sod, mulches and underlayments, etc., from settling of one inch or more in any trench or excavation as a result of work under this Section for a period of not less than one year from date of final Acceptance.

PART 4: INSPECTION, TESTING AND OPERATION

4.01 INSPECTIONS AND TESTING

- A. An open trench inspection, upon completion of mainline installation, shall be performed by the Master Association. It shall include a visual inspection of the components installed, to verify compliance with the approved design and the materials installed.
 - 1. The installer shall contact the Project Inspector, and shall give two days notice that an inspection for mainline installation is requested.
- B. The installer shall activate the water source and pressurize the mainline to not less than 100 psi, or maximum available pressure if less than 100 psi.
 - 1. The mainline shall remain closed and pressurized for not less than 1 hour prior to operation of the completed system.
- B. After successful completion of the pressurized period and repair to any leaks, and the system can be operated at the pressure intended by design, the installer shall adjust and fine tune all equipment for optimum performance and coverage as intended by design.
 - 1. When wind conditions are less than five mph, the installer shall adjust all sprinkler head nozzles to provide coverage to areas as intended by design. Overspray onto sidewalks is permitted by design.

Overspray onto fences shall be avoided wherever possible. No overspray is permitted onto roadways or structures.

2. All sprinkler heads are to be fully adjusted to be plumb and flush prior to sodding, seeding, and mulching operations are commenced.
 - a) This installer shall assume all liability for sodding, seeding, and mulching which is installed prior to adjustment, fine tuning, and functional operation of the sprinkler system.
 - b) This installer shall assume all liability for manually operating the sprinkler system and for furnishing supplemental irrigation to sustain optimum condition of all landscaping should the system not be fully operable prior to installation of landscaping.
- C. After the installer has verified that all adjustments and fine tuning have been adequately performed, the Project Inspector shall be given two days notice that inspection for Substantial Completion is requested.
 1. The entire installed system shall have been allowed to operate automatically via the controller through entire cycles prior to requesting an inspection.
- D. The Project Inspector's inspection for Substantial Completion shall include visually observing the operation of all work provided and installed under this Section.
 1. Any installation which does not comply entirely with any part of this Section will be documented in a written punch list.
 2. All punch list items are to be completely corrected by the installer prior to re-inspection by Project Inspector.
 - a) Re-inspection for correction of punch list items for consideration of Final Acceptance will be made within five working days from date of Project Inspector's first inspection and punch list.

4.02 OPERATION OF SYSTEM

- A. The installer is responsible for initial programming of controller to operate automatically at the frequency he deems necessary to promote and sustain vigorous growth of all landscaped areas to which this irrigation design provides coverage.
- B. It is the responsibility of the installer to provide to the Master Association a written schedule for watering and mow days, for incorporating into the Master Association's watering schedule.
- C. Unless otherwise approved by the Project Inspector, the operating sequence of all zones shall be per the Drawings.
- D. During and up until Final Acceptance, the installer is responsible for making any adjustment that may be required to equipment installed under this Section.

4.03 CLEANUP AND JOBSITE RESTORATION

- A. Prior to Final Acceptance, all areas on the jobsite in which work under this Section has occurred shall be thoroughly cleaned of dirt, unused material, and the installer's installation equipment.
- B. Work by other trades which is damaged or destroyed as a result of work under this Section shall be fully restored by this installer as a condition of Final Acceptance.
 1. Sod, trim edges, mulches, pavements, and other existing work which is damaged as a result of work under this Section is to be completely restored as a condition of Final Acceptance of all work completed under this Section.

PART 5: WARRANTY

5.01 ENACTMENT

- A. A one year warranty for all material and workmanship provided under this Section shall commence on the date of Final Acceptance of all work.
- B. During the warranty period, the installer is responsible for all the following:
 1. Winterization; shut off all water sources to system, drain all pipelines, and provide air injection as required to prevent freeze damages to all equipment.

2. Activation; turn on all water sources to system, charge all pipelines, repair damaged equipment not caused by vandalism, snow removal, or unauthorized winter-use of system (charges may be incurred), adjust and fine tune all equipment to provide optimum performance.
3. Controller programming; it is the responsibility of the installer to provide a written program for the controller, at frequencies deemed necessary to promote and sustain establishment of landscaping at time of Final Acceptance.
 - a) It is this installer's responsibility to shut down the controller at winterization and re-program controller at time of activation, if the site is controlled by a private controller.
 - b) It is this installer's responsibility to perform seasonal service at the time he deems appropriate to protect his warranty interests.
 - c) The installer is responsible for damages caused to equipment installed under this Section as a result of his failure to provide seasonal maintenance at the appropriate times.
 - d) The installer may be back charged if the services of others must be employed to perform seasonal maintenance, as determined necessary by Project Inspector.
- C. During the warranty period, the installer is responsible for providing labor and material as needed to keep the system completely operable as intended by design.
 1. Equipment which fails to operate as intended by design shall be repaired and/or replaced by the installer.
 2. Equipment which is removed from the system for repair shall be replaced immediately with equal equipment capable of providing uninterrupted operation of the system as intended by design.
- D. Should at any time during the warranty period the installer fail to repair/replace equipment after being given reasonable notice from Owner to do so, he may be back charged for any costs incurred by the Owner for needed repairs which must be made by others.

5.02 EXCLUSIONS FROM WARRANTY

- A. The following do not constitute valid warranty claims:
 1. Vandalism to equipment.
 2. Damage to the installed system as a result of work by others in the work area after Final Acceptance.

PART 6: SPARE EQUIPMENT AND CLOSEOUT MATERIAL

6.01 REQUIREMENTS AT SUBSTANTIAL COMPLETION

- A. At Project Inspector's inspection for Substantial Completion the installer shall provide Project Inspector with all of the following:
 1. One set of reproducible As – Built drawings.
 2. A written schedule for watering and mow days, for incorporating into the Master Association's watering schedule.
 3. (1) spare sprinkler head bodies and nozzles of each type installed.
 4. (1) spare valve keys for drain valves installed.
 5. (1) quick coupling valve keys suitable for use with valves installed.
 6. (1) swivel hose bibs suitable for use with quick coupling valves installed.
 7. (2) spare controller cabinet keys.
 - a) All spare equipment to be new and unused.
 - b) All spare equipment to be provided in a new, sealed cardboard box clearly labeled with the job name and "Spare Irrigation Equipment. " Valve keys may be securely taped to outside of box.
- B. Provision of required spare equipment and closeout material in the format specified above is to occur at inspection for Substantial Completion.

PART 7: GUARANTEE

7.01 INSTALLER'S ASSURANCE OF COMPLIANCE

- A. Upon entering an Agreement to provide labor and material to complete all work described under this Section the installer hereby guarantees to the Owner and the Project Inspector that he will execute to the best of his ability all provisions required under this Section.
 - 1. The installer shall not qualify any term, condition, or requirement stated herein at any time during or after completion of the Agreement to provide work under this Section.
 - 2. The installer may have certain rights pertaining to this guarantee as described in the General Conditions of the Agreement between the Owner and installer.

Attachment A

A Guide to Landscape Water Requirement Categories

(These are potential landscape water requirement categories, including some common plants.

Categories are based on inches of supplemental water necessary per watering season.)

Turf grass

High Water Use: 24"/season Kentucky Bluegrass, Perennial Ryegrass

Moderate Water Use: 16"/season Turf-type Tall Fescue

Low Water Use: 5"/season Buffalograss, Blue Grama

Plantings

High Water Use: 20"/season

Trees Birch, Cottonwood, Fir, nonnative Maple, Willow

Shrubs Hydrangea, Quince, Willow, Yew

Perennials Cardinal Flower, Fern, Foxglove, Hosta, Meadow Rue

Moderate Water Use: 14"/season

Trees Aspen, Austrian Pine, Blue Spruce, Crabapple, Mountain Ash, Honeylocust, Linden, English or Red or White Oak, Redbud, Tatarian Maple

Shrubs Cranberry Viburnum, Winged Euonymus, Honeysuckle, Lilacs, Potentilla

Perennials Ajuga, Bishop's Weed, Bleeding Heart, Bugleweed, Hardy Chrysanthemum, Columbine, Coral Bells, Iris, Lupine, Peony, Periwinkle, Shasta Daisy

Low Water Use: 8"/season

Trees Bigtooth or Rocky Mountain Maple, Bristlecone or Ponderosa Pine, Golden Raintree, Green Ash,

Kentucky Coffeetree, Rocky Mountain Juniper, Russian Hawthorne, Western Catalpa, Western Hackberry

Shrubs American Plum, Bluemist Spirea, Spreading Cotoneasters, Golden Currant, Grape Holly, Littleleaf Mockorange, Mugho Pine, Potentilla, Shrub Rose, Siberian Peashrub

Perennials Basket-of-Gold, Coreopsis, Candytuft, Daylilies, Dianthus, Harebell, Himalayan Border Jewel, Lamb's Ear, Perennial Statice, Primrose, Sweet Woodruff

Very Low Water Use: 4"/season

Trees Amur Chokecherry, Bur Oak, Canyon Maple, Pinyon Pine

Shrubs Apache Plume, Buffaloberry, Junipers, Mexican Cliffrose, Mountain Mahogany, New Mexican Privet, Rabbitbrush, Russian Sage, Sand Cherry, Saskatoon Serviceberry, Three-leaf Sumac, Yucca

Perennials Blue Flax, Cacti, Gaillardia, Gayfeather, Hardy Ice Plant, Poppy Mallow, Prairie or Purple Coneflower, Pussytoes, Penstemon, Sedum, Snow-in-Summer, Sulfur Flower, Woolly Thyme, Yarrow

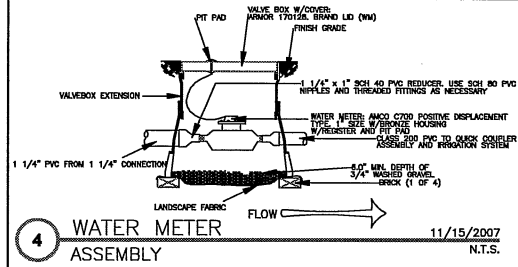
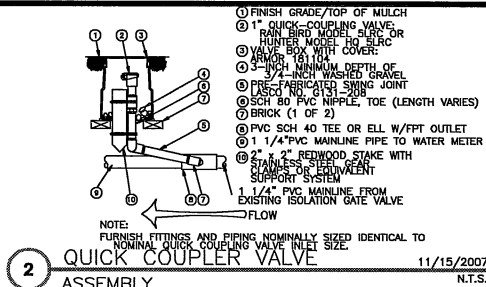
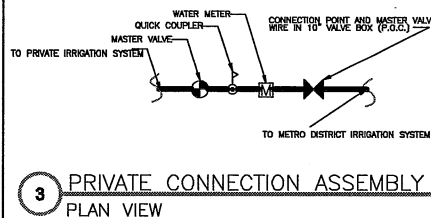
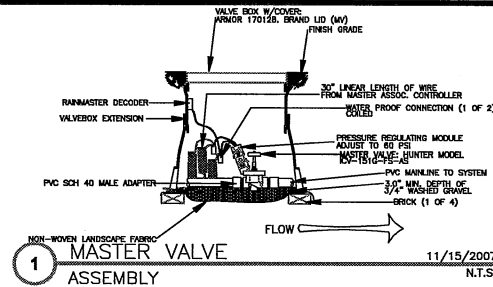
Attachment B
Annual Water Use Chart (Instructions)

1. Use the Water Use Chart below, including notes, as an example of what the 2534 Design Review Committee requires to be included on an irrigation plan.
2. The discharge figures for each lateral can be calculated by summing the appropriate discharge values in the manufacturer's catalogs for the specified sprinklers, bubblers or drip emitters.
3. Irrigated areas for each lateral can be calculated using a scale and/or plan meter. This should be a "best estimate" splitting areas between zones as necessary. For drip irrigation, the irrigated area should approximate the area actually wetted by the emitters. As a general guideline, you can use one square foot for each perennial, four square feet for each shrub and twelve square feet for each tree.
4. To calculate precipitation rate (inches per hour), multiply the discharge (gallons per minute) times the conversion factor of 96.26, and then divide by the irrigated area (square feet).
5. The average annual depth of irrigation can be determined by referring to Attachment A.
6. The annual volume of water (gallons) can be determined by multiplying the irrigated area (square feet) by the average annual depth of irrigation (inches), and then dividing by the conversion factor 1.6.

Water Usage chart		(example)			
Valve I.D.	Discharge rate (g.p.m.)	Irrigated square footage	Avg. Precipitation rate (in./hr.)	Average Annual Irrigation	
				*Depth (in.)	Volume (gal.)
#1	40.00	7550	0.51	24	113247
#2	26.00	5562	0.45	24	83425
#3	19.00	1076	1.7	24	16138
#4	7.50	802	0.9	8	4011
* refer to Attachment A				Total gallons	216821

NOTES FOR PRIVATE IRRIGATION SYSTEMS UTILIZING WATER ONLY:

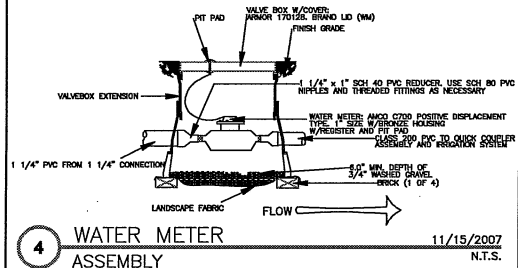
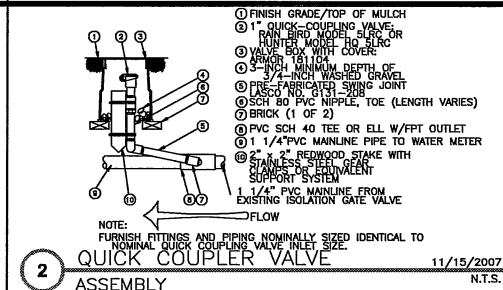
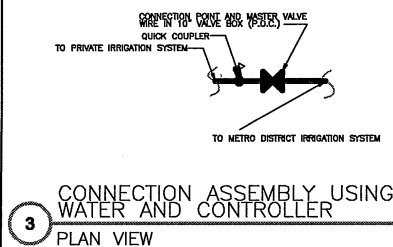
1. ALL PRIVATE IRRIGATION SHALL BE METERED, ACCORDING TO THE ATTACHED DETAIL.
2. THE MAXIMUM FLOW RATE FOR IRRIGATION DESIGN PURPOSES IS 35 GPM, UTILIZING THE 1-1/4" P.O.C. PROVIDED. CONTACT THE METRO DISTRICT FOR THE LOCATION.
3. ALL PRIVATE IRRIGATION SYSTEMS UTILIZING ONLY THE WATER (NOT THE CONTROLLER SYSTEM) SHALL INSTALL A HUNTER IGV 151G-P5-AS MASTER VALVE, ACCORDING TO THE DETAIL, FOR USE BY THE METRO DISTRICT.
4. ADDITIONAL WIRES AT THE P.O.C. ARE FOR USE BY THE METRO DISTRICT.



NOTES FOR PRIVATE IRRIGATION SYSTEMS UTILIZING WATER AND METRO DISTRICT CONTROLLER:

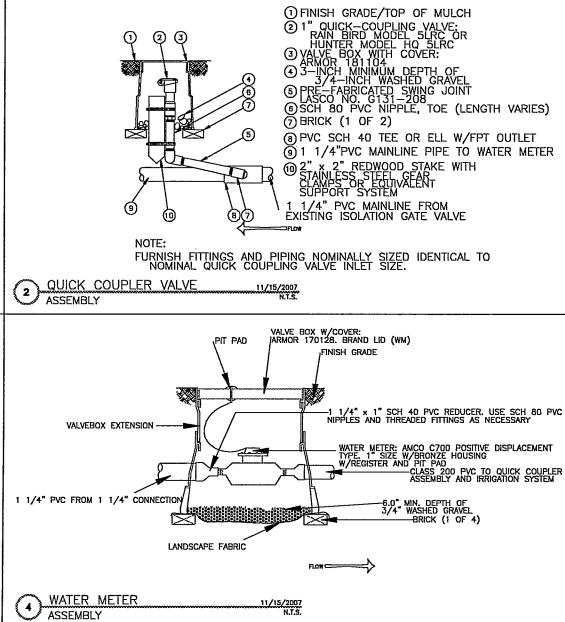
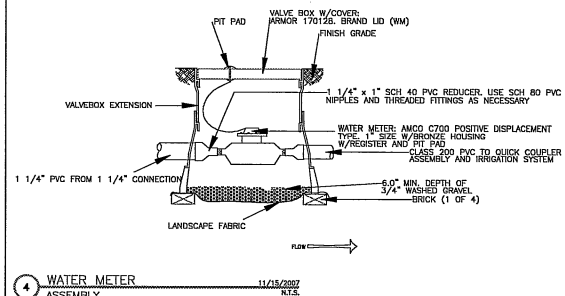
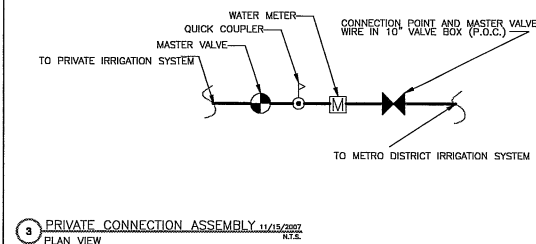
1. ALL PRIVATE IRRIGATION SHALL BE METERED, ACCORDING TO THE ATTACHED DETAIL.
2. THE MAXIMUM FLOW RATE FOR IRRIGATION DESIGN PURPOSES IS 35 GPM, UTILIZING THE 1-1/4" P.O.C. PROVIDED. CONTACT THE METRO DISTRICT FOR THE LOCATION.
3. THE PRIVATE IRRIGATION SYSTEM OWNER SHALL CONTACT THE METRO DISTRICT TO LOCATE THEIR P.O.C. AND REQUESTION THE NUMBER OF WIRES AVAILABLE AT THEIR SITE. ACCOMMODATIONS CAN BE MADE IN MANY INSTANCES FOR ADDITIONAL WIRES.
4. THE IRRIGATION INSTALLER SHALL NOTIFY THE METRO DISTRICT TO COORDINATE THE CONNECTION OF THE WIRES TO THE METRO DISTRICT CONTROLLER.

1 NO DETAIL 11/15/2007 N.T.S.



NOTES FOR PRIVATE IRRIGATION SYSTEMS
UTILIZING WATER AND METRO DISTRICT
CONTROLLER:

1. ALL PRIVATE IRRIGATION SHALL BE METERED, ACCORDING TO THE ATTACHED DETAIL.
2. THE MAXIMUM FLOW RATE FOR IRRIGATION DESIGN PURPOSES IS 35 GPM, UTILIZING THE 1-1/4" P.O.C. PROVIDED. CONTACT THE METRO DISTRICT FOR THE LOCATION.
3. THE PRIVATE IRRIGATION SYSTEM OWNER SHALL CONTACT THE METRO DISTRICT TO LOCATE THEIR P.O.C. AND REQUISITION THE NUMBER OF WIRES AVAILABLE AT THEIR SITE. ACCOMMODATIONS CAN BE MADE IN MANY INSTANCES FOR ADDITIONAL WIRES.
4. THE IRRIGATION INSTALLER SHALL NOTIFY THE METRO DISTRICT TO COORDINATE THE CONNECTION OF THE WIRES TO THE METRO DISTRICT CONTROLLER.



NOTES

DATE: 02/21/18

AGENDA ITEM 9C

**AMENDING
JOHNSTOWN MUNICIPAL CODE
(Article 17 Section 17-230)
(Impact Fees-Fire and Emergency Service
Providers)
(*Public Hearing)
(Ordinance No. 2018-151 (First Reading))**

**** PUBLIC HEARING PROCEDURE-Ordinance No. 2018-151, An Ordinance Amending Article XII of Chapter 17 of the Johnstown Municipal Code to Include Section 17-230 Concerning Impact Fees Imposed on Behalf of Fire and Emergency Services Providers***

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

(SUGGESTED MOTIONS):

For Approval:

I move to approve Ordinance No. 2018-151, An Ordinance Amending Article XII of Chapter 17 of the Johnstown Municipal Code to Include Section 17-230 Concerning Impact Fees Imposed on Behalf of Fire and Emergency Services Providers.

For Denial:

I move deny approval of Ordinance No. 2018-151.

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: February 21, 2018

ITEM NUMBER: 9C

SUBJECT: *Public Hearing – (First Reading) Consider Ordinance No. 2018-151, an Ordinance Amending Article XII of Chapter 17 of the Johnstown Municipal Code to Include Section 17-230 Concerning Impact Fees Imposed On Behalf of Fire and Emergency Services Providers.

ACTION PROPOSED: Approve Ordinance No. 2018-151 on first reading

PRESENTED BY: Town Attorney and Town Clerk

AGENDA ITEM DESCRIPTION: In 2016, the Colorado General Assembly amended the Public Safety Fairness Act to permit a local government to impose impact fees on behalf of fire and emergency service providers. C.R.S. § 29-10-104.5. The Loveland Fire Rescue Authority (“Authority”) obtained an impact fee study on October 19, 2017, and made a presentation to Town Council requesting that the Town impose an impact fee on new development in the area of the Town served by the Authority. Town Council agreed to impose the impact fee on behalf of the Authority and, on February 5, 2018, entered into an intergovernmental agreement (“IGA”) with the Authority. The IGA is not effective until the Town adopts an Ordinance, legislatively adopting the impact fee.

To effectuate the IGA, Town Council may consider Ordinance No. 2018-151, an Ordinance Amending Article XII of Chapter 17 of the Johnstown Municipal Code to Include Section 17-230 Concerning Impact Fees Imposed On Behalf of Fire and Emergency Services Providers. The Ordinance amends the Johnstown Municipal Code to include Section 17-230, authorizing the Town to impose an impact fee on behalf of the Authority and setting forth the following fees: \$895 per single family home, \$622 per multi-family home, \$0.30 per square foot of commercial and \$0.03 per square foot of industrial. The Ordinance also amends certain of the administrative provisions of Article XII of Chapter 17 to reflect the collection of the impact fee.

Except as amended, the impact fees collected for the Authority are subject to the provisions of the Article XII of Chapter 17 of the Johnstown Municipal Code and may only be adjusted in the discretion of Town Council.

LEGAL ADVICE: Ordinance No. 2018-151 was prepared by the Town Attorney.

FINANCIAL ADVICE: N/A

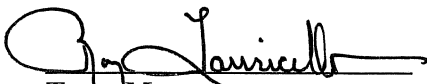
RECOMMENDED ACTION: Approve Ordinance No. 2018-151 on first reading

SUGGESTED MOTION:

For Approval: I move to approve Ordinance No. 2018-151, an Ordinance Amending Article XII of Chapter 17 of the Johnstown Municipal Code to Include Section 17-230 Concerning Impact Fees Imposed On Behalf of Fire and Emergency Services Providers.

For Denial: I move to deny approval of Ordinance No. 2018-151.

Reviewed:


Town Manager

ORDINANCE

No. 2018-151

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2018-151

**AMENDING ARTICLE XII OF CHAPTER 17 OF THE
JOHNSTOWN MUNICIPAL CODE TO INCLUDE SECTION
17-230 CONCERNING IMPACT FEES IMPOSED ON BEHALF
OF FIRE AND EMERGENCY SERVICES PROVIDERS.**

WHEREAS, the Town of Johnstown, Colorado (“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, impact fees are one-time payments that fund the construction and expansion of public facilities needed to accommodate new development, as determined by level of service standards, with the intent being that new development pay for its proportionate share of the capital costs of additional infrastructure capacity needed to serve the new development; and

WHEREAS, pursuant to C.R.S. § 29-20-104.5 (“Impact Fee Act”), Town has the authority to impose an impact fee as a condition of issuance of a development permit to fund expenditures incurred by fire and emergency services providers for capital facilities needed to serve new development and a fire and emergency services provider is thereafter authorized to receive and spend the impact fees imposed by the Town for the purposes described in the Impact Fee Act; and

WHEREAS, the Loveland Fire Rescue Authority (“Authority”) is a public entity of the State of Colorado established by the City of Loveland and the Loveland Rural Fire Protection District on August 19, 2011 pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity; and

WHEREAS, the Authority was established to provide fire protection, rescue and emergency services, as well as other services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction, which includes property lying within the Town’s jurisdictional boundaries, and is thus a fire and emergency services provider as contemplated by the Impact Fee Act; and

WHEREAS, prior to the Town’s imposition of an impact fee on behalf of fire and emergency services providers, the Town is required to confer with the fire and emergency service provider to assess whether an impact fee should be imposed and, in its discretion, enter into an intergovernmental agreement with the fire and emergency services provider for the collection of the impact fee; and

WHEREAS, the Authority made a presentation to Town Council and requested that the Town impose impact fees on its behalf; and

WHEREAS, the Authority represented that it obtained an impact fee study dated October 19, 2017, to evaluate the nexus between new development within the Authority's jurisdictional boundaries and the projected impact that such development has on the Authority's Capital Facilities ("Nexus Study"); and

WHEREAS, the Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the Authority's capital facilities and concluded that the following impact fees are warranted: \$895.00 per single family home, \$622.00 per multi-family home, \$0.30 per square foot of commercial and \$0.03 per square foot of industrial; and

WHEREAS, on November 13, 2017, the Authority's Board of Directors adopted a Resolution approving an impact fee schedule at the levels set forth in the Nexus Study, which were deemed to be no greater than necessary to defray the impacts directly related to development within the Authority's jurisdiction; and

WHEREAS, after duly considering the Authority's request, the Town agreed to impose an impact fee on the Authority's behalf and, on February 5, 2018, entered into an Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Services Impact Fees with the Authority ("IGA"); and

WHEREAS, pursuant to the IGA, the Authority agreed to update the Nexus Study no less frequently than every three years to ensure, among other requirements, that the impact fees remain reasonably related to the impacts of both new residential and non-residential development on the Authority's capital facilities; and

WHEREAS, the impact fees herein described are legislatively adopted, generally applicable to broad classes of property and, based on the Nexus Study, no greater than necessary to defray the projected impacts on capital facilities caused by proposed development; and

WHEREAS, based on the foregoing and based on the Nexus Study, the Town Council desires to amend Article XII of Chapter 17 of the Johnstown Municipal Code to include Section 17-230 concerning impact fees imposed on behalf of fire and emergency service providers.

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

Section 1. Section 17-217 of the Johnstown Municipal Code shall be amended to include a definition for "fire and emergency services provider," which shall be listed in alphabetical order and read as follows:

Sec. 17-217. Definitions.

Fire and emergency services provider means a fire protection district organized under Article 1 of Title 32, C.R.S., or a fire authority established pursuant to Section 29-1-203.5, C.R.S.

Section 2. Section 17-219 of the Johnstown Municipal Code shall be amended to include Subsection (e), which shall read as follows:

Sec. 17-219. Procedures for imposition and collection of impact fees.

(e) Fire and emergency services providers. With respect to impact fees collected on behalf of fire and emergency services providers, an applicant shall confer with the appropriate fire and emergency service provider to determine whether an impact fee is owed under Section 17-230 and, if so, the amount of the impact fee. The applicant shall return an impact fee form signed by the fire and emergency service provider to the Town at the time of the application for a building permit. If an impact fee is owed, the applicant shall provide a check to the Town made payable to the fire and emergency service provider, unless the Town agrees to waive or defer payment of the impact fee as otherwise permitted by law. To the extent the provisions of this Subsection (e) conflict with the foregoing provisions of Section 17-219, this Subsection (e) shall control with respect to impact fees collected on behalf of fire and emergency services providers.

Section 3. Section 17-220 of the Johnstown Municipal Code shall be amended to include Subsection (e), which shall read as follows:

Sec. 17-220. Establishment of impact fee accounts; appropriation of impact fee funds; refunds.

(e) Fire and emergency services providers. Notwithstanding the foregoing provisions of Section 17-220, the Town shall forward impact fees collected on behalf of fire and emergency services providers directly to the appropriate fire and emergency service provider. Such provider shall appropriate and expend the impact fees as required by law. Requests for refunds of the impact fees shall be made, if at all, to the fire and emergency services provider. The fire and emergency services provider shall be solely responsible for granting or denying a request for a refund and, if granted, for providing such refund.

Section 4. Article XII of Chapter 17 of the Johnstown Municipal Code shall be amended to add Section 17-230, which shall read as follows:

Sec. 17-230. Fire and emergency services provider facilities development fee.

(a) Loveland Fire Rescue Authority. All residential and nonresidential development within the jurisdictional boundaries of the Loveland Fire Rescue Authority shall be subject to the payment of a fire and emergency services provider facilities development

fee at the time of building permit issuance, pursuant to this Section and Sections 17-216 through 17-223 as follows:

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$895.00
Multifamily	\$622.00
Nonresidential	
Use Type	Fee Per Square Foot
Commercial	\$0.30
Industrial	\$0.03

(b) Front Range Fire Rescue Authority. [Reserved]

Section 5. 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 _____, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2018.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Scott James, Mayor

NOTES

DATE: 02/21/18

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.