Town Council

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

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

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

1) CALL TO ORDER
   A) Pledge of Allegiance

2) ROLL CALL

3) AGENDA APPROVAL

4) RECOGNITIONS AND PROCLAMATIONS – Girl Scouts – Hometown Hero Project

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

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

6) CONSENT AGENDA
   A) Town Council Meeting Minutes – March 4, 2019
   B) February Financial Statements
   C) Payment of Bills
   D) Second Reading Ordinance Number 2019-158, An Ordinance Amending Chapter 8 of the Johnstown Municipal Code to Include Article VI Concerning The Operation of Golf Cars
   E) Water and Sewer Service Agreement – Twin Silos Outlot D, Filing 4
   F) Water and Sewer Service Agreement – Thompson River Pediatrics at 2534
   G) Amendment #2 between CDOT and the Town of Johnstown, Resolution 2019-10, A Resolution Authorizing the Town of Johnstown to Enter Into Amendment #2

7) TOWN MANAGER REPORT

8) TOWN ATTORNEY REPORT

9) OLD BUSINESS

10) NEW BUSINESS
    B) Public Hearing – Vista Commons Preliminary Development Plan and and Preliminary Subdivision Plat
    C) Resolution Number 2019-09, A Resolution Appropriating Additional Sums of Money to Defray Expenses and Transfers in Excess of Amounts Budgeted for the Town of Johnstown, Colorado
    D) Approval of the Town of Johnstown Capital Improvement Plan
    E) Water and Sewer Tap Fees
    F) Employment Agreement - Town Manager

11) EXECUTIVE SESSION

12) COUNCIL REPORTS AND COMMENTS
13) MAYOR’S COMMENTS

14) ADJOURN

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.
CONSENT
AGENDA

- Council Minutes – March 4, 2019
  - February Financials
  - Payment of Bills
- Ordinance Number 2019-158 (2\textsuperscript{nd} Reading)
- Water and Sewer Service Agreement (Twin Silos Outlot D, Filing 4)
- Water and Sewer Service Agreement (Thompson River Pediatrics at 2534)
- Amendment #2 Between CDOT and the Town of Johnstown
AGENDA DATE: March 18, 2019

ITEM NUMBER: 6A-G

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

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

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

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

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

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

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

***Enclosed for your review and consideration is an Amendment #2 between CDOT and the Town of Johnstown. As you will recall, the Council approved a Memorandum of Understanding between the Town of Johnstown and J-25 Land Holdings, LLC. The MOU was an agreement for work that is to be performed by the Colorado Department of Transportation (CDOT) as part of the I-25 improvements in the area of the I-25 and Highway 402 Interchange. J-25 is the entity that is requested these improvements be made by CDOT and the Town acts as a conduit between CDOT and J-25 for funding. This amendment memorializes the existing agreement and adds the J-25 construction improvements in Exhibit A-1 with a cost of $454,648.96. Funds from J-25 have been received in full. Upon completion, 3 signed copies must be provided back to CDOT along with a resolution of support to execute the amendment.
LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:
For Approval: I move to approve the Consent Agenda.

For Denial:
COUNCIL MINUTES
The Town Council of the Town of Johnstown met on Monday, March 4, 2019 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call

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

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

Agenda Approval

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

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

Consent Agenda

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

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

Motion carried with a unanimous vote.

New Business

A.  Public Hearing – Amendment to Johnstown Plaza Design Book Guidelines Proposed Land Use Plan – Lot 1 from B1. To B.2 – The applicant, Johnstown Plaza, LLC file an application for an amendment to the Land Use Plan contained in the Design Handbook, to designate Lot 1, 2534 Subdivision, Filing No. 16, from a B.1. designation (Office, Flex and Retail) to a B.2. designation (Office, Flex Retail and Multi-Family Residential).
Mayor Lebsack opened the Public Hearing at 7:28 p.m. The applicant’s representative Mr. Jim Shipton, of Point Consulting, LLC was present to answer Council’s questions. The request would add multi-family dwellings to the permitted use. The following individuals opposed the request: Todd Williams, representing Thompson Ranch Development, Gary Gerrard, property owner in the 2534 annexation, and Nathan Gerrard, District Manager of the Thompson Crossing Metro District #2. Having no further public comments the public hearing was closed at 7:50 p.m.

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

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

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

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

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

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

Councilmember Mellon made a motion seconded by Councilmember Lemasters to approve Amendment No. 3 (including Exhibit A) to the Agreement between the Town of Johnstown and Adolfson & Peterson Construction in an amount not to exceed $29,015,161.00 and authorize the owner’s representative (Mr. LaCouture), with approval from the Town Manager, to approve change orders in an amount not to exceed the construction budget amount of $29.2 million without Council approval. Motion carried with a unanimous vote.
E. Discussion of Land Dedication – Weld Re5-J Superintendent Arnold, requested the town consider transferring the 10 acre site in Clearview, currently owned by the town to the school district for a future elementary school. Councilmember Mellon made a motion seconded by Councilmember Young to have staff execute paperwork necessary to transfer the property in Clearview to Weld RE5-J School District. Motion carried with a unanimous vote.

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

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

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

The meeting resumed at 9:25 p.m.

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

Mayor

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

<table>
<thead>
<tr>
<th>General Fund</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
</table>

Revenues:

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes &amp; Fees</td>
<td>1,377,523</td>
<td>10,722,500</td>
<td>12.8%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>69,562</td>
<td>499,500</td>
<td>13.9%</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>30,269</td>
<td>143,600</td>
<td>21.1%</td>
</tr>
<tr>
<td>Earnings on Investment</td>
<td>66,848</td>
<td>75,000</td>
<td>89.1%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>14,604</td>
<td>53,000</td>
<td>27.6%</td>
</tr>
<tr>
<td>Total Operating Revenues</td>
<td>1,799,244</td>
<td>12,806,000</td>
<td>14.1%</td>
</tr>
</tbody>
</table>

Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative</td>
<td>2,378</td>
<td>78,900</td>
<td>3.0%</td>
</tr>
<tr>
<td>Judicial</td>
<td>5,351</td>
<td>51,100</td>
<td>10.5%</td>
</tr>
<tr>
<td>Elections</td>
<td>-</td>
<td>19,300</td>
<td>0.0%</td>
</tr>
<tr>
<td>Administration</td>
<td>51,681</td>
<td>464,800</td>
<td>11.1%</td>
</tr>
<tr>
<td>Planning &amp; Zoning</td>
<td>24,949</td>
<td>222,900</td>
<td>11.2%</td>
</tr>
<tr>
<td>Police</td>
<td>365,525</td>
<td>2,619,900</td>
<td>14.0%</td>
</tr>
<tr>
<td>Inspections</td>
<td>20,833</td>
<td>189,000</td>
<td>11.0%</td>
</tr>
<tr>
<td>Streets</td>
<td>224,512</td>
<td>1,549,900</td>
<td>14.5%</td>
</tr>
<tr>
<td>Cemetery</td>
<td>1,103</td>
<td>42,900</td>
<td>2.6%</td>
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<tr>
<td>Animal Control</td>
<td>1,330</td>
<td>93,400</td>
<td>1.4%</td>
</tr>
<tr>
<td>Senior Coordinator</td>
<td>13,237</td>
<td>76,400</td>
<td>17.3%</td>
</tr>
<tr>
<td>Parks</td>
<td>1,385</td>
<td>64,400</td>
<td>2.2%</td>
</tr>
<tr>
<td>Library</td>
<td>78,750</td>
<td>472,500</td>
<td>16.7%</td>
</tr>
<tr>
<td>Contingent</td>
<td>32,610</td>
<td>468,700</td>
<td>7.0%</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>(6,272)</td>
<td>24,846,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>817,373</td>
<td>31,260,100</td>
<td>2.6%</td>
</tr>
</tbody>
</table>

Excess (Deficiency) of Revenues and Other Sources over Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>981,871</td>
<td>18,454,100</td>
<td></td>
</tr>
</tbody>
</table>

Ending Fund Balance*

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>47,354,105</td>
<td>27,918,134</td>
</tr>
</tbody>
</table>

* - Unaudited

16% of the fiscal year has elapsed

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### Graphs

**2019 Revenues Jan - Feb vs. Budgeted**

- **Revenue**: 2,000,000
- **Budget**: 14,000,000
- **Range**: 0 to 14,000,000

**2019 Expenditures Jan - Feb vs. Budgeted**

- **Expenditures**: 0
- **Budget**: 35,000,000
- **Range**: 0 to 35,000,000
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund  
Period Ending February 28, 2019  
Unaudited

## Water Fund

### 2019 Actuals - Jan - Feb

<table>
<thead>
<tr>
<th>Category</th>
<th>Actuals</th>
<th>Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Cash Balance</strong>*</td>
<td>23,276,463</td>
<td>23,276,463</td>
<td></td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services</td>
<td>256,752</td>
<td>2,745,000</td>
<td>9.4%</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>256,752</td>
<td>2,745,000</td>
<td>9.4%</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>28,290</td>
<td>341,100</td>
<td>8.3%</td>
</tr>
<tr>
<td>Operations</td>
<td>229,106</td>
<td>2,142,800</td>
<td>10.7%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>257,396</td>
<td>2,483,900</td>
<td>10.4%</td>
</tr>
</tbody>
</table>

**Operating Income (Loss)**

\[-644\] 261,100

**Non-Operating Revenues (Expenses)**

<table>
<thead>
<tr>
<th>Category</th>
<th>2019 Actuals</th>
<th>2019 Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tap Fees</td>
<td>22,899</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Capital Investment Fees</td>
<td>53,109</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Misc. Revenues</td>
<td>49,249</td>
<td>305,000</td>
<td>16.1%</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>51,279</td>
<td>100,000</td>
<td>51.3%</td>
</tr>
</tbody>
</table>

**Total Non-Operating Revenues (Expenses)**

\[176,536\] 405,000 43.6%

**Excess (Deficiency) of Revenues and Other Sources over Expenses**

\[175,892\] 666,100

**Ending Cash Balance***

\[23,452,355\] 23,942,563

* - Unaudited

16% of the fiscal year has elapsed

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**2019 Revenues Jan - Feb vs. Budgeted**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>3,500,000</td>
</tr>
<tr>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>1,000,000</td>
<td></td>
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<tr>
<td>1,500,000</td>
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<tr>
<td>3,000,000</td>
<td></td>
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<tr>
<td>3,500,000</td>
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</tr>
</tbody>
</table>

**2019 Expenditures Jan - Feb vs. Budgeted**

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>2,500,000</td>
</tr>
<tr>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>1,000,000</td>
<td></td>
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<td>1,500,000</td>
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<td>3,000,000</td>
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<tr>
<td>3,500,000</td>
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</tr>
</tbody>
</table>
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending February 28, 2019  
Unaudited

<table>
<thead>
<tr>
<th>Sewer Fund</th>
<th>2019 Actuals Jan - Feb</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Cash Balance*</td>
<td>10,901,997</td>
<td>10,901,997</td>
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**Revenues:**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>332,501</td>
<td>1,880,000</td>
<td>17.7%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>4,350</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>336,851</td>
<td>1,880,000</td>
<td>17.9%</td>
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</table>

**Expenses:**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
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<tbody>
<tr>
<td>Administration</td>
<td>28,307</td>
<td>291,000</td>
<td>9.7%</td>
</tr>
<tr>
<td>Operations</td>
<td>119,354</td>
<td>1,783,000</td>
<td>6.7%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>147,661</td>
<td>2,074,000</td>
<td>7.1%</td>
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**Operating Income (Loss):**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Income (Loss)</td>
<td>189,190</td>
<td>(194,000)</td>
<td></td>
</tr>
</tbody>
</table>

**Non-Operating Revenues (Expenses):**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Improvement Fees</td>
<td>17,300</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Misc. Revenues</td>
<td>-</td>
<td>12,500</td>
<td>0.0%</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>17,561</td>
<td>50,000</td>
<td>35.1%</td>
</tr>
<tr>
<td><strong>Total Non-Operating Revenues (Expenses)</strong></td>
<td>34,861</td>
<td>62,500</td>
<td>55.8%</td>
</tr>
</tbody>
</table>

**Excess (Deficiency) of Revenues and Other Sources over Expenses:**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess (Deficiency)</td>
<td>224,051</td>
<td>(131,500)</td>
<td></td>
</tr>
</tbody>
</table>

**Ending Cash Balance*:**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ending Cash Balance*</td>
<td>11,126,048</td>
<td>10,770,497</td>
<td></td>
</tr>
</tbody>
</table>

* - Unaudited

16% of the fiscal year has elapsed
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending February 28, 2019  
Unaudited

<table>
<thead>
<tr>
<th>Conservation Trust Fund</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>2,651,796</td>
<td>2,651,796</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes &amp; Fees</td>
<td>25,188</td>
<td>157,500</td>
<td>16.0%</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>-</td>
<td>72,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>Earnings on Investment</td>
<td>3,641</td>
<td>15,000</td>
<td>24.3%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>198</td>
<td>5,000</td>
<td>4.0%</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>29,028</td>
<td>249,500</td>
<td>11.6%</td>
</tr>
</tbody>
</table>

**Expenditures:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>1,272</td>
<td>70,000</td>
<td>1.8%</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>1,000,000</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>1,272</td>
<td>1,070,000</td>
<td>0.1%</td>
</tr>
</tbody>
</table>

**Excess (Deficiency) of Revenues and Other Sources over Expenditures**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>27,756</td>
<td>(820,500)</td>
<td></td>
</tr>
</tbody>
</table>

**Ending Fund Balance**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,679,552</td>
<td>1,831,296</td>
</tr>
</tbody>
</table>

* - Unaudited

16% of the fiscal year has elapsed

**2019 Revenues Jan - Feb vs. Budgeted**

**2019 Expenditures Jan - Feb vs. Budgeted**
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Contingent Fund  
Period Ending February 28, 2019  
Unaudited  

<table>
<thead>
<tr>
<th>Contingent Fund</th>
<th>2019 Actuals Jan - Feb</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance*</td>
<td>1,964,383</td>
<td>1,964,383</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnings on Investment</td>
<td>4,243</td>
<td>13,500</td>
<td>31.4%</td>
</tr>
<tr>
<td>Transfers In</td>
<td>-</td>
<td>225,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td>4,243</td>
<td>238,500</td>
<td>1.8%</td>
</tr>
</tbody>
</table>

**Expenditures:**

<table>
<thead>
<tr>
<th></th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>2,161,900</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>-</td>
<td>2,161,900</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**Excess (Deficiency) of Revenues and Other Sources over Expenditures** | 4,243 | (1,923,400) |

**Ending Fund Balance*** | 1,968,626 | 40,983 |

* - **Unaudited**  
16% of the fiscal year has elapsed

[Graphs showing 2019 Revenues vs. Budgeted and 2019 Expenditures vs. Budgeted]
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Fund
Period Ending February 28, 2019
Unaudited

<table>
<thead>
<tr>
<th>Cemetery Fund</th>
<th>2019 Actuals (Jan - Feb)</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance*</td>
<td>120,895</td>
<td>120,895</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Revenue</td>
<td>594</td>
<td>3,000</td>
<td>19.8%</td>
</tr>
<tr>
<td>Earnings on Investment</td>
<td>477</td>
<td>1,300</td>
<td>36.7%</td>
</tr>
</tbody>
</table>

Total Operating Revenues 1,071 4,300 24.9%

**Expenditures:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Actuals</th>
<th>2019 Adopted Budget</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations &amp; Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Expenditures - - -

Excess (Deficiency) of Revenues and Other Sources over Expenditures 1,071 4,300

Ending Fund Balance* 121,966 125,195

* - Unaudited

16% of the fiscal year has elapsed

![2019 Revenues Jan - Feb vs. Budgeted](chart1)

![2019 Expenditures Jan - Feb vs. Budgeted](chart2)
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in Fund Balances - Equipment Replacement Fund  
Period Ending February 28, 2019  
Unaudited

<table>
<thead>
<tr>
<th>Equipment Replacement Fund</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Fund Balance*</td>
<td>3,770,626</td>
<td>3,770,626</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**
- Earnings on Investment: 5,728 vs. 15,000 (38.2%)
- Transfers In: - vs. -

Total Operating Revenues: 5,728 vs. 15,000 (38.2%)

**Expenditures:**
- Capital: 40,942 vs. 161,000 (25.4%)

Total Expenditures: 40,942 vs. 161,000 (25.4%)

**Excess (Deficiency) of Revenues Over Expenditures:**
- (35,213) vs. (146,000)

**Ending Fund Balance*:**
- 3,735,413 vs. 3,624,626

* - **Unaudited**

16% of the fiscal year has elapsed
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending February 28, 2019
Unaudited

Drainage Fund

2019 Actuals  2019 Adopted  % Complete
Jan - Feb  Budget

Beginning Cash Balance*  2,975,713  2,975,713

Revenues:
Charges for Services  72,754  430,000  16.9%
Total Operating Revenues  72,754  430,000  16.9%

Expenses:
Administration  12,564  100,600  12.5%
Operations  13,291  249,900  5.3%
Capital Improvements - -
Transfer Out - -
Total Operating Expenses  25,856  350,500  7.4%

Operating Income (Loss)  46,899  79,500

Non-Operating Revenues (Expenses)
Capital Revenues - -
Misc. Revenues - -
Interest Expense  7,705  35,000  22.0%
Total Non-Operating Revenues (Expenses)  7,705  35,000  22.0%

Excess (Deficiency) of Revenues and Other Sources over Expenses  54,603  114,500

Ending Cash Balance*  3,030,316  3,090,213

* - Unaudited

16% of the fiscal year has elapsed

2019 Revenues
Jan - Feb vs. Budgeted

2019 Expenditures
Jan - Feb vs. Budgeted
### Town of Johnstown, Colorado

#### Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund

**Period Ending February 28, 2019**

**Unaudited**

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

*Unaudited

*16% of the fiscal year has elapsed*
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending February 28, 2019  
Unaudited

<table>
<thead>
<tr>
<th>Capital Projects Fund</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan - Feb</td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance*</td>
<td>19,867,294</td>
<td>19,867,294</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**
- Taxes and Fees: 410,300 vs. 1,200,000 (34.2%)
- Miscellaneous Revenue: - vs. 15,000 (0.0%)
- Interest: 39,512 vs. 100,000 (39.5%)
- Transfers In: - vs. -

Total Operating Revenues: 449,812 vs. 1,315,000 (34.2%)

**Expenditures:**
- Capital Outlay: 367,080 vs. 9,973,500 (0.0%)
- Transfers Out: - vs. -

Total Expenditures: 367,080 vs. 9,973,500 (3.7%)

**Excess (Deficiency) of Revenues and Other Sources over Expenditures:** 82,733 vs. -(8,658,500)

**Ending Fund Balance*:** 19,950,027 vs. 11,208,794

* - Unaudited

16% of the fiscal year has elapsed

---

2019 Revenues
Jan - Feb vs. Budgeted

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

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

* - Unaudited  
16% of the fiscal year has elapsed

![Revenue Comparison Chart](chart1.png)  
![Expenditure Comparison Chart](chart2.png)
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Impact Fund  
Period Ending February 28, 2019  
Unaudited  

<table>
<thead>
<tr>
<th>Impact Fund</th>
<th>2019 Actuals</th>
<th>2019 Adopted</th>
<th>% Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan - Feb</td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance*</td>
<td>18,435,604</td>
<td>18,435,604</td>
<td></td>
</tr>
</tbody>
</table>

**Revenues:**

- Taxes & Fees: 86,902 (855,000) 10.2%
- Earnings on Investment: 34,216 (100,000) 34.2%

Total Operating Revenues: 121,118 (955,000) 12.7%

**Expenditures:**

- Capital Outlay: 50,506 (101,000) 50.0%

Total Expenditures: 50,506 (101,000) 50.0%

Excess (Deficiency) of Revenues and Other Sources over Expenditures: 70,612 (854,000)

Ending Fund Balance*: 18,506,216 (19,289,604)

* - Unaudited

16% of the fiscal year has elapsed

---

**2019 Revenues Jan - Feb vs. Budgeted**

<table>
<thead>
<tr>
<th></th>
<th>Revenue</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>800,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>600,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>400,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**2019 Expenditures Jan - Feb vs. Budgeted**

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>120,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street Maintenance Fund
Period Ending February 28, 2019
Unaudited

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

* - Unaudited

18% of the fiscal year has elapsed
PAYMENT
OF
BILL
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4990 Ronald Reagan LLC</td>
<td>1,519.75</td>
</tr>
<tr>
<td>Aflac</td>
<td>647.63</td>
</tr>
<tr>
<td>AP Mountain States, LLC</td>
<td>980,364.20</td>
</tr>
<tr>
<td>Arrowhead Forensics</td>
<td>449.73</td>
</tr>
<tr>
<td>Atlas Business Solutions Inc</td>
<td>453.60</td>
</tr>
<tr>
<td>Avalis Wayfinding Solutions</td>
<td>233.22</td>
</tr>
<tr>
<td>Callendar, Tim</td>
<td>50.00</td>
</tr>
<tr>
<td>Callendar, Tim</td>
<td>40.00</td>
</tr>
<tr>
<td>Carmen Romero</td>
<td>120.00</td>
</tr>
<tr>
<td>Cintas</td>
<td>562.92</td>
</tr>
<tr>
<td>Cintas - Loveland</td>
<td>247.08</td>
</tr>
<tr>
<td>Colorado Assoc for Permit Tech</td>
<td>25.00</td>
</tr>
<tr>
<td>Consolidated Home Supply Ditch &amp;</td>
<td>2,150.00</td>
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Ordinance No. 2019-158
(2nd Reading)
TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2019-158

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

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

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

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

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

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

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

Article VI Golf Cars

Sec. 8-84 Definition

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

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

(a) A design speed of less than twenty miles per hour;
(b) At least three wheels in contact with the ground;
(c) An empty weight of not more than one thousand three hundred pounds; and
(d) A carrying capacity of not more than four persons.
Sec. 8-85    Operation of Golf Cars

(a) No person shall operate a Golf Car on the roadway or a street within the Town, except as provided for in this Article.

(b) An operator of a Golf Car shall have been legally issued and possess a currently valid driver's license and be twenty one (21) years of age or older.

(c) Every Golf Car operating on a Town street or roadway as allowed herein shall be equipped, at a minimum, with the following equipment:

(1) Front headlamps;
(2) Front and rear turn signal lamps;
(3) Rear tail lamps and stop lamps;
(4) A rearview mirror or mirrors;
(5) A parking brake;
(6) A front windshield;
(7) Seat belts for each occupant;
(8) Two (2) rear reflectors as either part of the tail lamps or separately; and
(9) A slow moving vehicle sign, as provided for by state law, shall be attached on the rear of the Golf Car, and shall be visible in daylight and at night from all distances between six hundred feet (600') and one hundred feet (100') from the rear when directly in upper beam of headlamps.

(d) The number of persons allowed to travel in a Golf Car shall be limited to the number of seats in the Golf Car, in accordance with the design of the Golf Car, but in no event shall there be more than four (4) persons.

(e) Every child passenger in a Golf Car shall be secured in a child restraint device as required by state law for children riding as passengers in a motor vehicle.

(f) Golf Cars shall be restricted to operation on streets and roadways within the Town of Johnstown that have a speed limit of twenty five (25) miles per hour or less; except that a Golf Car may be operated to directly cross a roadway, including State Highway 60, that has a speed limit greater than twenty five (25) miles per hour at an at grade crossing to continue traveling along a roadway with a speed limit equal to or less than twenty five (25) miles per hour. Notwithstanding the foregoing, Golf Cars shall not be operated on, or be permitted to cross, the Interstate 25 Frontage Road. If the owner of the Golf Car resides at a street address where operation of a Golf Car is not
allowed due to this speed restriction, the owner shall be allowed to drive the shortest route to and from the owner’s residence to a street where the Golf Car is allowed to operate.

(g) Golf Cars shall be restricted to operation on streets and roadways within the Town of Johnstown as provided for herein. Golf Cars shall not be allowed on Town paths or trails.

(h) An operator of a Golf Car must carry proof of complying insurance, as described in Section 8-86, at all times while operating the Golf Car on the Town streets or roadways.

(i) The Town permit sticker, as described in Section 8-87, must be visible at all times when the Golf Car is being operated on the Town streets or roadways.

Sec. 8-86 Insurance requirements

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

(a) The liability insurance policy shall be issued by an insurance carrier authorized to do business in the state of Colorado;

(b) The liability insurance policy shall cover a Golf Car operating on public streets and roadways; and

(c) The liability insurance policy shall have coverage with a minimum sum of one hundred thousand dollars ($100,000.00) for damages to property of others, a minimum sum of one hundred thousand dollars ($100,000.00) for damages for or on account of bodily injury or death of one person as a result of any one accident, and, subject to such limit as to one person, a minimum sum of three hundred thousand dollars ($300,000.00) for or on account of bodily injury to or death of all persons as a result of any one accident.

Sec. 8-87 Inspection and permitting requirements

The Golf Car shall be inspected for safety and for the required equipment by the Johnstown Police Department every three years and issued a Town permit sticker. The Golf Car owner must show proof of a current driver’s license and complying insurance at the time of inspection and permitting. The permit fee shall be $20.00 for the three year permit, which fee may be modified by resolution of Town Council. A copy of the ordinance regulating the operation of Golf Cars on the Town streets and roadways and a copy of Johnstown Police Department Rules and Regulations, if any, shall be provided to the Golf Car owner at the time of inspection and permitting.
Sec. 8-88  Traffic laws

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

Sec. 8-89  Town operated Golf Cars

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

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

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

ATTEST:

By: __________  By: __________
Diana Seele, Town Clerk  Gary Lebsack, Mayor

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

ATTEST:

By: __________  By: __________
Diana Seele, Town Clerk  Gary Lebsack, Mayor
TOWN OF JOHNSTOWN
GOLF CAR REGISTRATION (Golf Cars only)

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

Registered Owner Information

Name ____________________________________________
Address _________________________________________ Unit# ______
City ___________________________________________ State __ Zip ____________
Phone (H) ___________________ (Cell) ______________ (Work) ______________

Driver's License # __________________________ State _______ Valid…Yes [ ] No [ ]
Proof of Insurance _________________________________ Yes [ ] No [ ]

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

Golf Car Information
Year ______ Make ______________ Model ______________ Color __________
Serial Number or Golf Car Identification Number __________________________________
Golf Car designed to carry ______ persons. (No more than 4 allowed.)

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

Registered Owner: ___________________________ Date __________ Time ________
Signature ____________________________

Inspection/Registration completed and approved by: ____________________________ Signatur / Badge #
Date __________ Time ____________

FEE $20.00  Cash only Paid _______ Collected by: __________________________
Signature / Badge #
WATER AND SEWER

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

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

WITNESSETH:

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

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

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

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

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis. Said analysis is dated October 12, 2018, was received by the Town, is on file with the Town and is hereby accepted by the Town as modified by the Town’s Water Engineer in his December 6, 2018 Memorandum. The analysis provided by Developer, as revised, addresses the projected water and sewer demands for the Project as follows:
<table>
<thead>
<tr>
<th>Development Component</th>
<th>Demand (AF/YR)</th>
<th>Consumption (AF/YR)</th>
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<tbody>
<tr>
<td>5 Single Family Residential Units (in-house only)</td>
<td>1.65</td>
<td>0.08</td>
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<tr>
<td>0.78 Acres Irrigated Lawn and Landscape</td>
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<td><strong>Total</strong></td>
<td><strong>3.60</strong></td>
<td><strong>1.74</strong></td>
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2. **Water Rights Dedication.** Due to a previous dedications of stock in the Consolidated Home Supply Ditch and Reservoir Co. to the Town by Developer or its predecessors, Developer has 5.64 acre-feet of available credit to apply to this Project. See, Williamsen, Corbett Glen – Water Demand Estimates for the Re-plat of Tract D Filing 4 (December 6, 2018).

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

   | Remaining Surplus Credit: | 5.64 acre-feet |
   | LESS Estimated demand:    | 3.60 acre-feet |
   | **Net current surplus credit:** | **2.04 acre-feet** |

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

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

5. **Future review of water usage and dedication requirements.** In accordance with Section 13-68(h) of the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.
6. **Payment of Water Court Transfer fees.** Upon execution of this Agreement, Developer shall pay to the Town the sum of One-Thousand Six-Hundred and Fifty Dollars (1,650.00) as payment of the Water Court Transfer Fees required by the Ordinance. This payment is only for the required dedication of 3.60 acre-feet per year of estimated water demand and estimated consumptive use of 1.74 acre-feet per year (11 SFE) for the Project and has not been assessed against any of the surplus dedication credit of 2.04 acre-feet. If an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town’s Ordinance.

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

**TO DEVELOPER:**

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

**TO THE TOWN:**

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

**WITH A COPY TO**

**THE TOWN ATTORNEYS:**

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

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

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

8. **Default.** In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town’s ordinances.
9. **Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

_Signatures follow on separate pages_
TWIN SILOS, LLC
a Colorado limited liability company

By: [Signature]
Graham DeWitt, Managing Member

STATE OF COLORADO  
COUNTY OF Jeffco  

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

Witness my hand and official seal.

Notary Public

My Commission Expires: 7-27-2020

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: ______________________________
Gary Lebsack, Mayor

ATTEST:

By: ______________________________
Diana Seele, Town Clerk

APPROVED AS TO FORM:

Avi Rocklin
Johnstown Town Attorney
WATER AND SEWER

SERVICE AGREEMENT
(Thompson River Pediatrics)
WATER AND SEWER SERVICE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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<th>Development Component</th>
<th>Demand (AF/YR)</th>
<th>Consumption (AF/YR)</th>
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<tr>
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<td>Total</td>
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<td>0.372</td>
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2. Water Rights Dedication.

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

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

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

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

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

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

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

   TO THE TOWN:  
   Town of Johnstown  
   c/o Town Clerk  
   450 S. Parish Ave.  
   Johnstown, CO 80534
WITH A COPY TO
THE TOWN ATTORNEYS:

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

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

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

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

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

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

11. **Attorney’s fees and costs.** If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney’s fees and reasonable expert witness fees.
12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

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

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

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

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

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

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

Signatures follow on separate pages
AG/AF, LLC

By: [Signature]

Amber Griffin

Title: Managing Member

STATE OF COLORADO [ ]
COUNTY OF [ ]

SUBSCRIBED AND SWORN to before me this 4th day of March, 2019 by Amber Griffin, Managing Member of AG/AF, LLC.

Witness my hand and official seal.

[Signature]
Notary Public

Jorge Garcia
Notary Public

Bank of Colorado, 1020 Jefferson, Suite 2005
Address 970 16th St 1600
Telephone

My Commission Expires: 11/5/20
TOWN OF JOHNSTOWN, COLORADO, a municipal corporation

By: ____________________________
    Gary Lebsack, Mayor

ATTEST:

By: ____________________________
    Town Clerk

APPROVED AS TO FORM:

______________________________
Avi Rocklin
Johnstown Town Attorney
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Limited Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the “2534 Water Bank,” to provide water service to the development known as Thompson River Pediatrics at 4785 Ronald Reagan Blvd., and any successor occupant of the premises at the same location, pursuant to the Water and Sewer Service Agreement between AG/HF, LLC and the Town of Johnstown dated March 6, 2019. The amount of such allocated raw water credit is calculated to be 0.30 acre-feet per year for In-Building Use and 0.42 acre-feet per year for Irrigation Use, subject to adjustment pursuant to the terms of the Water Sewer Service Agreement.

GERRARD FAMILY LIMITED PARTNERSHIP, LLLP

Dated: 3/11/19

Nathan Gerrard, Partner
Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

Dated: 3/11/19

Todd Williams, Vice President
Thompson Ranch Development Company
AMENDMENT #2

(North I-25, J25 Land Holdings Project)
## SIGNATURE AND COVER PAGE

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Amendment Routing Number</th>
<th>Local Agency</th>
<th>Original Agreement Routing Number</th>
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<td>Department of Transportation</td>
<td>17-HA4-XC-00077-M0004</td>
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<td>Extension terms</td>
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<tr>
<td>Total for all state fiscal years</td>
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**Agreement Performance Beginning Date**
The later of the effective date or March 28, 2017

**Initial Agreement expiration date**
March 27, 2022

---

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

**STATE OF COLORADO**

Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

Joshua Laipply, P.E., Chief Engineer

Date: _________________________

**LOCAL AGENCY**

TOWN OF JOHNSTOWN

Signature

By: (Print Name and Title)

Date: _________________________

**LOCAL AGENCY**

(2nd Signature if Necessary)

Signature

By: (Print Name and Title)

Date: _________________________

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

By: N/A

Department of Transportation

Effective Date: _________________________
1) **PARTIES**  
This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

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

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

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

4) **PURPOSE**  
A. The Parties entered into the Agreement for Local Agency making funds available for improvements to North Interstate-25, Project SH 402 - SH 14 (21506).  
B. The Parties now desire to delete Exhibit A-1 in its entirety. This will be replaced with Exhibit A-2 with an updated TOWN OF JOHNSTOWN not to exceed reimbursement amount.

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

Exhibit B is attached hereto and incorporated herein by reference.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
EXHIBIT A-2 – SCOPE OF WORK

North Interstate 25 Phase 1 Project Scope of Work specifics

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

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

Elements of Project Scope:

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

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

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

North Interstate 25 Interchange Project Scope of Work specifics

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

The Basic Configuration will include reconstruction of the existing diamond interchange at I-25 and State Highway 402, including reconstruction of the ramps, bridges, State Highway 402 and the parking lot in...
the southwest quadrant. State Highway 402 will be reconstructed to a configuration with four through lanes, with a raised median, and pedestrian and bicycle facilities.

**Technical Requirements:**

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

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

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

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

The following items are included from this scope.

**Design**
- Redesign of the EFR profile and related items.
- Design of EFR will follow the DQMP and project requirements. JV and CDOT will need to partner and perform “over-the-shoulder” reviews of design packages to meet current project schedule.
- Design the grading to accommodate the J25 Developer (J25) profile and template. JV will excavate all necessary material to accommodate their future template.
- CDOT will prepare the ROW documentation for the ROW exchange needed for the revised alignment between J25 and CDOT.
- CDOT will prepare utility easement documentation if a new utility easement is needed for the LTWD line located along the East Frontage Road.
- Dry Utility Relocations – The utility easement on the east side of the frontage road is not impacted horizontally with this profile change. However, the vertical profile change will require
Exhibit A-2, Scope of Work, Continued

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

Easements/ROW

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

Earthwork/Grading

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

Storm Drainage

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

Roadway / Paving

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

Wet Utilities

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

Environment / Erosion Control

- Assumes no NEPA re-evaluations needed with this new profile or temporary grading outside of existing ROW.
- All grading outside of existing ROW needed for outfalls and stockpile to be reclaimed per project requirements.
Exhibit A-2, Scope of Work (Phase 1 Funding Table)

North Interstate-25 Phase 1 Project

Funding Table / Payment Schedule for Town of Johnstown

<table>
<thead>
<tr>
<th>Name of Local Agency / Funding Partner</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Contribution Amount</th>
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# Exhibit A-2, Scope of Work (Interchange Funding Table)

## North Interstate-25 Interchange Project

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

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## North Interstate-25 J25 Project

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

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RESOLUTION

No. 2019-10

(Resolution of Support)
TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-10

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

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

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

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

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

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

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

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

WHEREAS, the Town desires to accommodate the property owner’s request and enter into a second amendment to the Intergovernmental Agreement for the construction of such improvements; and
WHEREAS, Colorado Revised Statutes §29-1-201, et seq., authorizes and enables governmental entities to enter into cooperative agreements for efficient and effective use of their powers and responsibilities; and

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

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

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

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

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

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

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _______________________________ By: _______________________________
    Diana Seele, Town Clerk               Gary Lebsack, Mayor
AGENDA ITEM 7

TOWN MANAGER

REPORT
TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Interim Town Manager

DATE: March 18, 2019

CC: Town Staff
Local Media

SUBJECT: Departmental Report

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

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

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

Community Policing, Outreach & Miscellaneous Items:
- March 1, 2019 Commander Sanchez attended an Aims Police Academy Advisory meeting where we discussed.
  - Academy application process for 2019-20
  - Police Academy cost sheet

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

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

Streets, Storm water & Parks

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

Water & Wastewater

- **Water plant** – The DAF saturator has been delivered to the water plant. Stanek Construction has been getting ready for plant shutdown beginning on March 18 and will last for the entire week and all supporting outside water entities have been notified and are prepared to provide water through our emergency connects. During this shut down Stanek Construction will be removing all the old pipe in the basement of the filter building and replacing with new. Installation of the saturator does not require the plant to be offline and is scheduled to be completed within two weeks the initial shutdown.
- **Wastewater** – Crews had to thaw the sodium bisulfate line at the central plant due to the cold temperatures last week. We have had a few issues with chemical lines this year. We believe it is due to our tanks having sediment collected at the bottom of tanks. Accordingly, crews cleaned out sediment, to help with plugging and freezing issues.
- **Congratulations** – Please congratulate Ron Barnett who passed his Class B State Water Certification.
AGENDA ITEM 10A

CONTINUED PUBLIC HEARING

AMENDMENT TO THE
JOHNSTOWN PLAZA DESIGN BOOK
GUIDELINES

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
   a. Ask to hear from anyone who supports the Amendment.
   b. Ask to hear from anyone who opposes the Amendment.
5. Receive rebuttal from applicant. *(Discretionary and only if warranted at the time.)*
6. Additional questions from Council, if any. *(Council may ask questions at any time until the hearing is closed.)*
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

SUGGESTED MOTIONS

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

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

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

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

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

Conditions Proposed by P & Z:
1. The Site Plan shall be revised to comply with Town's Traffic Engineer's requirements including those presented in a letter dated November 20, 2018, in a letter to John Franklin including:
a. reducing the number of vehicular ingress/egress points on Ronald Reagan Blvd. to ONE and aligning it "with the Ridgeview Office Park access" and
b. moving the first vehicular ingress/egress point south of Ronald Reagan Blvd. along the west side of Exposition Drive further south to meet the "minimum 175 foot spacing" requirement; and

2. Preparing and providing the Town Engineer with a water system modeling report for the proposed development; and,
3. Compliance with the Town's and Loveland Fire and Rescue Authority's Standards for all improvements; and,
4. Addressing and resolving the "Sanitary Interceptor Sewer" issue downstream of the 2534 area but upstream of the Low Point Wastewater Treatment Plant identified by the Town Engineer to the Town's satisfaction prior to Final Design approval.

Special Note (UPDATE SINCE March 4, 2019):
The public hearing was continued on March 4 due to questions and comments of objections not being answered by the applicant. This meeting will either complete the public hearing or continue it again to a later date. The applicant is not expected to be in attendance, but other representatives related to matters in the letters from TCMD 1 & 2 will be present if the Council desires to move forward with the public hearing without the applicant present.

LEGAL ADVICE:
The resolution was drafted by the Town Attorney

FINANCIAL ADVICE:
Not Applicable

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

SUGGESTED MOTIONS:

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

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

Reviewed and Approved for Presentation:

__________________________
Town Manager
RESOLUTION

No. 2019-08
TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2019-08

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

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

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

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

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

1. The applicant revise the site plan to comply with Town’s Traffic Engineer’s requirements, including those presented in a letter to John Franklin dated November 20, 2018, which include:
   a. reduce the number of vehicular ingress/egress points on Ronald Reagan Boulevard to one and align it “with the Ridgeview Office Park access;” and
   b. move the first vehicular ingress/egress point south of Ronald Reagan Boulevard along the west side of Exposition Drive further south to meet the “minimum 175 foot spacing” requirement;
2. The applicant prepare and provide the Town Engineer with a water system modeling report for the proposed development;
3. The applicant comply with the Town’s standards and with Loveland Fire and Rescue Authority’s standards for all improvements; and
4. The applicant address and resolve the “sanitary interceptor sewer” issue downstream of the 2534 development, but upstream of the Low Point Wastewater Treatment Plant, as identified by the Town Engineer, to the Town’s satisfaction prior to final design approval.
WHEREAS, on March 4, 2019, the Town Council held a public hearing to consider the application and heard evidence presented by, among others, a representative of the applicant; and

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

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

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

1. The Planning and Zoning Commission’s conditions of approval shall be satisfied;

2. Multi-family residential development in Area B.2 shall be subject to the design standards for multi-family residential development set forth in the 2534 Design Guidelines; and

3. The Johnstown Plaza Design Handbook shall be amended to reflect that the 2534 Design Guidelines applies to multi-family residential development in Area B.2.

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

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

ATTEST: TOWN OF JOHNSTOWN, COLORADO

By: ___________________________  By: _______________________________
Diana Seele, Town Clerk          Gary Lebsack, Mayor
LAND USE MAP
PROPOSED LAND USE PLAN for Johnstown Plaza

Note: This diagram is for reference on Land Uses within the boundaries of Johnstown Plaza only. Land uses shown for areas outside the boundaries of Johnstown Plaza may not be accurate. Refer to current documents related to those properties.
PLANNING AND ZONING PACKET
AGENDA ITEM 4B

PUBLIC HEARING:

Amendment to the Johnstown Plaza Design Book (Guidelines)
AGENDA MEMORANDUM

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

Property Information

Applicant: Johnstown Plaza, LLC
Owner: Same
Location: South of Ronald Reagan Blvd. and west of
Property Size: 11.57± acres
Comprehensive Plan Designation: Mixed-Use Commercial
Current Zoning: PUD-MU Planned Unit Development - Mixed use
Current Use(s) of Property: Vacant
Surrounding Land Uses/Zoning:
- North: Ronald Reagan Blvd., Offices, vacant/PUD-MU
- South: Gateway Apartments Phase II; PUD-MU Residential
- East: Gateway Apartments Phase I, Exposition Dr./PUD-MU - Office, Flex
  and Retail
- West: 2534 private open space/PUD-MU

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

Prior Actions: In 2016, this property was included in an amendment to the 2534
Design Guidelines to remove the Johnstown Plaza commercial area from the 2534
Design Guidelines. The Johnstown Plaza Design Book was approved in February
2018.
Existing and Proposed Land Use(s): The property is presently vacant, and the proposal is for a Multi-Family and accessory uses in the southwest corner of Ronald Reagan Blvd. and Exposition.


Technical Analysis

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

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

Public Health and Safety Impacts:
Access and Traffic: Primary access to the site will be from Exposition (collector) and Ronald Reagan Blvd. (Arterial). Traffic management and access points are subject to Town Traffic Engineer review and recommendations at Final Site Development Plan, prior to development.
Utilities: The property is within the Town’s service area. Sanitary sewer will be treated at the Low Point Wastewater Treatment Plant. Stormwater is to be collected, detained in the private, regional detention facility and then directed towards the Big Thompson River. A stormwater development fee has been paid for the site at time of plat. Due to the change in land use, water and sewer pipe capacities will need to be confirmed.
Mineral Interests and Operations: There are no oil/gas wells or production facilities approved for the site.
Parks and Open Space: On-site, and adjoining private recreation amenities and landscaped common areas are anticipated. Sidewalk access is required.
Schools: The property is located within the Thompson School District. A school bus stop may be needed.
Architectural Design: Conceptual design and materials are provided. Final design review will be by the Johnstown Plaza Owners (DRC) and Town Staff (JRC) in accordance with the 2534 Design Guidelines.

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

Fencing and Screening: Subject to Final Site Development Plan.

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

Signage: Signage shall conform the Town Sign Code.

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

Attachments: Written request narrative, concept plan.

Crucial Referral Responses: None

Technical Findings:
- The proposed location was not envisioned for multi-family residential use.
- Due to the change in land use, water and sewer system capacities will need to be confirmed.

- Staff Recommendation: Staff recommends approval, subject to the condition that water and sewer system capacities will need to be confirmed.

Planning Commission Action

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

Or,

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

a) ____________________________;

b) Etc."

Or,
3. **Recommend denial:**

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

a) ________________;

b) Etc."
APPLICATION
COMMUNITY DEVELOPMENT APPLICATION

Date: 10/16/2018

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

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

Landowner: Johnstown Plaza LLC

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

Telephone: 913-499-1926

Authorized Representative: Allen Schlup

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

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

Landowner Authorization:

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

[Signature]
Signature of Landowner

STATE OF KANSAS

COUNTY OF JOHNSON

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

Witness my hand and official seal.

My commission expires

Notary Public
October 24, 2018

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

VIA E-MAIL
jfranklin@townofjohnstown.com

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

Dear Town of Johnstown,

This correspondence is being sent to formally request that the Town of Johnstown approve to re-zone and/or reclassify certain land described below to allow for multi-family apartments to be installed on property that Johnstown Plaza, LLC owns in Johnstown, Colorado. While the proposed multi-family residential use is allowed under the 2534 Design Guidelines, the use is not specifically permitted on Site. The re-zone would add Multi-Family Dwellings (such as generally herein described and as conceptually depicted on the attached graphics) to the permitted uses allowed under the 2534 Design Guidelines on Site. When the request is approved, Johnstown Plaza desires to proceed rapidly with the design and construction of its proposed upscale apartment community.
Proposed Project

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

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

This project will line up with our Kansas City shopping center, Corbin Park, in which we are building a multi-family facility including its own 230+ apartments that are currently under construction. We also plan to mirror the finishes and exterior development of both complexes. They both are mixed in with the existing retail and should provide an additional boost to the existing tenants. Elevations are attached to this correspondence that from a preliminary standpoint show the rough elevations of our building we plan to construct. More formal and finalized elevations will be prepared for construction, but we wanted to provide initial drawings for your review. Below are some renderings from our Kansas City development, which again will tie into our Johnstown apartments.
Our Johnstown apartment project will include a clubhouse and a large pool/patio area. The entirety of the project will be a gated community as well. We plan to install first class apartments and finishes in this area and have it complement our A-grade retail buildings across the street. We believe this to be a great ancillary project that will benefit the existing retail as well as the surrounding areas. While Johnstown Plaza Commercial continues to focus on high quality development that benefits 2534 and Johnstown, we are very excited about this opportunity for the following reasons:

Land Use Changes
These proposed land uses will allow for a higher quality complimentary land uses in the 2534 development and as a result allow for high quality developments.

The design of the Johnstown Plaza community lends itself well to promoting a very walkable community with high quality landscaping. Connectivity among buildings and tenant amenities is provided on site, with direct access to each unit, as well as pedestrian connections to Ronald Reagan Boulevard, Exposition Drive, and the included open space, clubhouse and pool amenities.

The Johnstown Plaza community will offer four-story residential structures with private entries to each unit. This distinctive design will bring a new style of residential living into the development. Exterior elevations provide architectural interest through varied rooflines and quality materials, including stone masonry and stucco siding on all buildings. Alongside a complementary color palette, each building provides articulation to break up the structure's massing by incorporating balconies, covered doorways, and unit projections to create variation to the community.
The Johnstown Plaza community will contain a mixture of studio, 1-, 2-, and 3-bedroom units in three buildings. All the unit floor plans offer an open-living concept with interiors that include dark wood cabinetry, stainless steel appliances, granite countertops and backsplashes, luxury wood grain flooring, and large kitchen islands. Washers and dryers are also included in each unit.
Bonds – Metro Districts – Master Association

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

Sewer Analysis

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

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

Sincerely,

Jim Shipton
jshipton@pnt-llc.com

Attachments:

Johnstown Community Development Application
2534 Masterplan with subject Site identified Conceptual Sketch Plan
Site Plan Option ‘A’
Elevations
Floor Plan
COMENTS BY TOWN STAFF, ADVISORS AND OUTSIDE AGENCIES
DATE: October 24, 2018

REFERRAL OF APPLICATION

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

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

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

Applicant: Carson Development

Project Contact: Jim Shipton, Point Consulting, LLC

Please reply by: November 21, 2018

Tentative Planning and Zoning Commission Hearing: December 12, 2018

Planner: John Franklin jfranklin@townofjohnstown.com

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

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

Please see attached Referral Comment Letter dated 11-12-18

Signature: [Signature] Date: 11-12-18

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

Rev. 9/18
November 12, 2018

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

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

Dear Mr. Franklin,

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

The package as submitted and reviewed consists of the following:
- Land Use Change Application Letter (with attachments), dated 10/24/18, by Point Consulting, LLC
- Community Development Parcel Zoning Application, dated 10/16/18, by Allen Schlup

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

We have the following comments:

GENERAL COMMENTS:

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

The subject parcel currently appears to be planned within the 2534 documents as commercial property. The proposal is to rezone the parcel to allow multi-family development (with a projected apartment complex of 235 units).
2. Public Water:
   a. Based upon the projection of 238 apartments, and using the Town water demand planning standards, the domestic water demands of the proposed development would be anticipated to be approximately: 57 gpm average day demand, 114 gpm peak day demand, and 172 gpm peak hour demand. We do not have on hand information on what domestic water demand "allowance" may have been projected for this parcel during the 2534 water system planning. However, based on the projected sanitary demand allowance for the site (see subsequent comments below under sanitary sewer), the anticipated average day water demand site under the commercial zoning would appear to be approximately 11 gpm. Rezoning to multi-family (with 238 apartments) apparently would increase the site's average day demand by 46 gpm+-. This equates to an increased demand equal to approximately 1% of the current Johnstown Water Plant capacity - which we would not anticipate being a problem.
   
b. A utility water system modeling report for the proposed development has not been prepared and submitted at this time. Such an analysis will be necessary as part of the on-site development planning if the proposed multi-family development were to move ahead (if the rezoning is approved). The analysis would need to look at both domestic and fire demands for the site, and their impact on both the on-site and the surrounding water system supply and resulting system pressures. In the interim, the Town may wish to request that the TCMD (their engineer) review and comment on whether they anticipate the master planned 2534 water system (capacity and pressures) will be impacted adversely by the proposed land use change. (Our anticipation is that it would not be).
   
c. The site is within the Loveland Fire and Rescue Authority (LFRA) service area of the Town. Carle Dann, Deputy Fire Marshal with LFRA, may wish to provide comment on anticipated Fire protection and Life Safety access considerations for this proposed development (if the rezoning were to occur).

3. Public Sanitary:
   The existing site, under the current commercial zoning and using TCMD/Galloway projections of 80 gallons/person/day (gpcd) and 2.5 peaking factor (PF) and infiltration/inflow (I/I) allowance, is projected to generate approximately 28 gpm total peak sanitary flow. The TCMD/Galloway projection for the Multi-Family zoning development with 238 apartments (using the same 80 gpcd, 2.5 peaking factor and I/I allowances) is approximately 91 gpm total peak flow. Using the Town's standard capacity projection factor of 100 gpcd, with PF=2.5 and I/I allowance, the estimated peak flow would be approximately 107 gpm.
   
a. Low Point Wastewater Treatment Plant (LPWWTP) Capacity Considerations:
   The LPWWTP currently is operating at approximately 50% to 60% of its current Colorado Department of Public Health and Environment (CDPHE) permitted 0.5 million gallons per day (MGD) (347 gpm) and 1000 pounds per day (lbs/day) capacity. Based on permitted capacity considerations, capacity at the LPWWTP currently appears available for development of the parcel under either the current commercial zoning or under the proposed multi-family development. However, under the multi-family scenario, the additional loadings may place the LPWWTP very near 80% flow capacity of the plant. Once the plant reaches 80% of its current permitted capacity, CDPHE guidelines will require the Town to begin planning and design for expansion of the treatment plant.
b. **Sanitary Sewer Collection System Considerations:**

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

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

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

4. **Stormwater:**

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

5. **Site Access:**

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

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

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

Sincerely,

TTG, as Town Engineer for Johnstown

[Signature]

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

cc: Jim Shipton, Point Consulting, LLC (via email)
    Robert Van Uffelen, Galloway (via email)
    Carie Dann, LFRA (via email)
    Charles Buck, FHU (via email)
Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

DATE: October 24, 2018

REFERRAL OF APPLICATION

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

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

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

Applicant: Carson Development

Project Contact: Jim Shipton, Point Consulting, LLC

Please reply by: November 21, 2018

Tentative Planning and Zoning Commission Hearing: December 12, 2018

Planner: John Franklin ifranklin@townofjohnstown.com

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

We have reviewed the request and find no conflicts with our interests.

Please see the attached letter.

Comments:

Signature: [Signature]
Date: 11/20/18
Agency: FHU

Rev. 9/18
MEMORANDUM

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

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

- I have no objection to the proposed apartments. My calculations indicate that the residential uses would generate substantially less traffic than what could be developed under the Office/Flex/Retail designation. The proposed land use is compatible with the existing adjacent Gateway residential development.

- The site plan concept shows two accesses to Ronald Reagan Boulevard and three accesses to Exposition Drive. This access plan is unacceptable as follows:
  
  o Ronald Reagan Boulevard is a collector roadway. Per Johnstown Standards, a minimum separation of 175 is required between accesses and intersections. There is only 300 feet between the existing Ridgeview Office Park access (on the north side of Ronald Reagan) and Exposition Drive. Only one access to Ronald Reagan will be allowed, and this access must align with the Ridgeview Office Park access.

  o Exposition Drive is also a collector roadway with the same 175-foot spacing limitation. Based on the site plan concept, the center access is too close to the northernmost access (the spacing is about 160 feet as measured on the site plan). This access should be moved south about 15 feet. Alternatively, a variance from Town standards may be requested. Any variance submitted should include justification based on traffic safety and operations.

The above comments constitute my review. Please call if you have any questions or if you need additional information.
FINAL LANDSCAPE & ARCHITECTURAL PLAN REVIEW FOR:

JOHNSTOWN PLAZA AMENDED LAND USE PLAN

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

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

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

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

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

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

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

DATE: November 8, 2018

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

The development is located in the Loveland Fire Rescue Authority Jurisdiction.

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

PLEASE NOTE: LFRA will provide specific Fire Code requirements for emergency vehicle access, fire protection and addressing, if/when the rezoning request is approved and plans are formally submitted.
LETTERS FROM
THOMPSON CROSSING
METRO DISTRICT # 1 & 2
March 6, 2019

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

Honorable Mayor and Council;

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

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

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

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

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

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

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

Sincerely yours,

Gary Gerrard
President, TCMD 2
Planning and Zoning Department
450 S. Parish Ave. Johnstown, CO 80534
(970) 587-4664; Fax (970) 587-0141
www.townofjohnstown.com

DATE: October 24, 2018

REFERRAL OF APPLICATION

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

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

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

Applicant: Carson Development

Project Contact: Jim Shipton, Point Consulting, LLC

Please reply by: November 21, 2018

Tentative Planning and Zoning Commission Hearing: December 12, 2018

Planner: John Franklin  jfranklin@townofjohnstown.com

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

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

______________________________  ____________________________
Signature:                      Date: 11/21/18

Agency:                        Johnstown Geographic Area District No. 1 & No. 2

Rev. 9/18
November 21, 2018

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

RE: Referral of Amendment to Johnstown Plaza Pad H

John,

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

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

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

According to the Low Point Wastewater Service Intergovernmental Agreement dated November 18, 2002, Article 7.1.1; “...Johnstown may use elements of the District Infrastructure to serve property now in Johnstown, but outside of the Districts. No such use shall be initiated or continued except under conditions which ensure that ...(ii) such
service does not render District Infrastructure being used for such service unable to serve all lands within the District to full development.” According to the sewer study used to design the District Infrastructure (based on 250 gallons per day per SFE), there is currently not sufficient capacity reserved in the 15” main to serve Thompson Crossing II without rendering District Infrastructure unable to serve all lands within the Districts to full development which includes Johnstown Plaza. Neither the District nor properties within the Districts will be responsible for future expansion of the Infrastructure due to Thompson Crossing II’s connection to the 15” main.

Best Regards,

[Signature]

Nathan Gerrard  
District Manager  
Thompson Crossing Metro District No. 1 & 2
AGENDA ITEM 10B

PUBLIC HEARING

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

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

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

The residential make-up of this development will consist of 115 single family dwelling units (from 6,000 to over 7,000 square feet in area), 36 attached single-family units on 5.67 acres at a density of approximately 6 units per acre, and 360 multi-family units at a density of 14 units per acre. Multi-family may be integrated with commercial uses based on market conditions. A full development review process and project vetting was completed, and findings were brought before the Planning and Zoning Commission for recommendations to Town Council.
**Preliminary Plat Analysis:** The coinciding preliminary plat dedicates lots and tracts associated with the project’s proposed distribution of land uses. The development review process identified the following items to be resolved or addressed at the time of final plat presentation:

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

**LEGAL ADVICE:** N/A

**FINANCIAL ADVICE:** N/A

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

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<td>1.</td>
<td>Comments from Town staff, Town Engineer, Traffic Engineer and outside agencies including CDOT, Johnstown Fire District and RE-5J School District shall be resolved or addressed as special development provisions in the public improvement development agreement(s) presented to Town Council with the Final Plat(s) for consideration.</td>
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<td>2.</td>
<td>Variances to standards shall follow the recommendations of the Town Engineer and Traffic Engineer. The collector street parking variance will be considered for the adjoining multi-family if adequate off-street parking for commercial uses is provided and sightlines on the curved road are sufficient.</td>
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<tr>
<td>3.</td>
<td>Street names for the overall property shall be provided by the developer for Town approval with first final plat.</td>
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**SUGGESTED MOTIONS:**
For Approval: I move to approve the Vista Commons PUD Preliminary Development Plan and Preliminary Plat (as submitted with recommended conditions, and or subject to the following additional conditions…).

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

Reviewed and Approved for Presentation:

__________________________
Town Manager
*PUBLIC HEARING PROCEDURE – Vista Commons PUD – Preliminary Development Plan and Preliminary Subdivision Plat.*

1. Open public hearing.
2. Receive information from staff.
3. Receive information from applicant.
4. Receive information from public.
   a. Ask to hear from anyone who supports the Preliminary Development Plan and Preliminary Subdivision Plat.
   b. Ask to hear from anyone who opposes the Preliminary Development Plan and Preliminary Subdivision Plat.
5. Receive rebuttal from applicant. (*Discretionary and only if warranted at the time.*)
6. Additional questions from Council, if any. (*Council may ask questions at any time until the hearing is closed.*)
7. Close the public hearing.
8. Discussion and deliberation among Council.
9. Make a decision and/or motion from Council.

**SUGGESTED MOTIONS**

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

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

Date: 2018.10.12

Project Name: VISTA COMMONS (PRATT PROPERTY)

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

Landowner: GEORGE SEWARD

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

Telephone: 970.597.0160

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

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

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

Landowner Authorization:

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

____________________________________   ______________________________
Signature of Landowner                          Signature of Landowner

STATE OF COLORADO )
)ss
COUNTY OF ____________

The foregoing application was subscribed and sworn to before me this ______day of _____________, A.D.,
________________________, by ________________________________.

Witness my hand and official seal.

My commission expires: ___________________

____________________________________
Notary Public
PLANNING AND ZONING INFORMATION
AGENDA MEMORANDUM

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

PROPERTY DATA:

Applicant: Vista Ag, LLC
Owner(s): Same
Location: North of Hwy 60 and west of High Plains Blvd.
Property Size: 149± acres
Current Zoning/Land Use(s): PUD- MU Planned Unit Development – Mixed Use
Surrounding Zoning/Current Land Use:
   North: Great Plains PUD/ agriculture
   South: Johnstown Commercial PUD/State Hwy 60, agriculture
   East: High Plains Blvd., SF-1 Rocksbury Ridge / single family residential
   West: Gateway PUD, I-25 east frontage road, commercial

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

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

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

115 single family lots are planned, which range in size from 6000 sf. to over 7000 sf in area. Minimum dwelling size is not proposed – the Town-wide Guidelines call for 1400 sf minimum. 36 attached single family units are proposed on 5.67 acres at a density of approximately 6 units per acre. 360
multi-family units are proposed at a density of 14 units per acre. Multi-family may be integrated with commercial uses.

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

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

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

---

**Technical Analysis**

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

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

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

**Sanitary sewer:** The property is located in the Central Wastewater Treatment Plant service area, within a gravity sewer sub-basin served by the North Gateway Interceptor. The Gateway interceptor is planned to extend to the Central Wastewater Treatment Plant, but currently the interceptor main
extends only to Colorado Blvd. A temporary lift station then connects the Gateway Interceptor to the West Side Sewer. The addition of residential units to the land use plan may affect the capacity of the Gateway Interceptor Sewer and temporary lift station. The capacity of the West Side Sewer is affected by the temporary flows from the Clearview Interceptor and Lift Station.

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

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

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

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

**Fiber-Optic Conduit:** An AT&T communication line runs north-south through the property. The Developer will need AT&T approval of crossings of the line.
**Parks and Open Space:** Private parks, open space and trails are proposed. An internal trails system is proposed and will be maintained as private open space, with connections where available to nearby local and regional trails.

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

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

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

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

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

**Street Furniture:** Noted in the Plan

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

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

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

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

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

Staff Report

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

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

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

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

2. Variances to standards shall follow the recommendations of the Town Engineer and Traffic Engineer. The collector street parking variance will be considered for the adjoining multi-family if adequate off-street parking for commercial uses is provided and sightlines on the curved road are sufficient.

3. Street names for the overall property shall be provided by the developer for Town approval with first final plat.
1. CALL TO ORDER: Vice Chair Montez opened the meeting at 7:00 pm.

2. ROLL CALL: Present were Commissioners Kiovsky, Montez, Kingsolver and Grentz. Absent was Commissioners Eady and Storms.

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

4. PUBLIC HEARINGS:

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

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

   Vice Chair Montez called for public comment.

   Public Comment: None

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

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

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

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

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

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

5. NEW BUSINESS:
   A. Approval of Minutes of November 14, 2018: Motion by Commissioner Kingsolver, seconded by Commissioner Kiovsky to approve the minutes as presented.
      Unanimous.
   B. County Referrals: None.

6. STAFF REPORT: Town Planner Franklin discussed the following:
   A. Recent Town Council Actions:
   B. Applications in Review:
   C. Project and Program Updates: Town Planner Franklin mentioned that this was his last meeting and thanked the Commissioners for their service to the Community Council and his office in 2018.

7. COMMISSIONERS’ ITEMS:
   A. Welcome new Commissioner Jason Grentz!
   B. The Commissioners agreed to meet with Town Planner Franklin in a lunch/work session Wednesday December 19 at 1:00pm at the Huang Garden Restaurant. Mr. Franklin will answer questions about the Town’s water and sewer master plans.

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

Respectfully submitted by John Franklin, Town Planner, as Secretary to the Commission.
PRELIMINARY SITE DEVELOPMENT PLAN
LEGAL DESCRIPTION

PARCEL 1

THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 1 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF JOHNSTON, COUNTY OF MONTANA, STATE OF COLORADO, AND IN THE SOUTHWEST corner OF PARCEL 1.

VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN

VICINITY MAP

SCALE: 1" = 200'
VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN

MONUMENT SIGN AT I-25 FRONTAGE ROAD - PERSPECTIVE
VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN

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

PROPOSED NEW FRONitage ROAD MONUMENT FEATURES - ELEVATION
VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN

PROPOSED MONUMENT FEATURES AT NEW COLLECTOR & HWY 60 - ELEVATION

PROPOSED MONUMENT AT EXISTING HIGH PLAINS BLVD. & HWY 60 - PERSPECTIVE
VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN
VISTA COMMONS P.U.D. PLANNED AREA
A PART OF MULTIPLE PARCELS
THE SOUTHWEST ONE QUARTERS OF SECTION 2, TOWNSHIP 13 North, RANGE 8 West of the 6th P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
MONUMENT & GATEWAY DESIGN ELEVATIONS
SCALE: 1/4" = 1'-0" (FULL SIZE)

MONUMENT FEATURE AT I-25 (DOUBLE FACED)

AGRARIAN THEMED / SILO FEATURE
"VISTA" SYMBOLIC SHAPE

34" HT. PROJECT NAME LETTERS

NATURAL DARK COLORED STONE COLUMN 15' HT. FROM FINISHED GRADE
NATURAL DARK COLORED STONE WALL WITH MITER CAP, 6' HT. FROM FINISHED GRADE
26' HT. LETTERS
9' HT. LETTERS

WELCOME GATEWAY FEATURE AT I-25 AND HWY 60 INTERSECTION

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

L0.20
VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN

VISTA COMMONS P.U.D. - PLANNING AREA 1
A PART OF MULTIPLE PARCELS
THE SOUTHWEST ONE QUARTER OF SECTION 2, TOWNSHIP 40 N, RANGE 58 WEST OF THE 108TH MERIDIAN, TOWNSHIP 40N, RANGE 58 W.T.M., ASHER TOWNSHIP, COUNTY OF HALE, STATE OF OKLAHOMA
MONUMENT SIGNS AND WAY-FINDING ELEVATIONS

MONUMENT SIGN AT HWY 60 AND HIGH PLAINS BLVD.
COLORED METAL CABINET / CORRUGATED STEEL ALTERNATIVE (TYP)
NATURAL DARK COLORED STONE WALL WITH NO CAP (TYP)
24" HT. LETTERS
SCALE: 1/4" = 1'-0" (FULL SIZE)

WAY-FINDING SIGNS
PERFORATED METAL
COLORED METAL CABINET (TYP)
UP LIGHT
LOGO T.S.B.
5.5" DIA.
6" DIA.
6.5" DIA.
12" DIA.
24" DIA.
(47 SINGLE-FAMILY RESIDENTIAL ENTRANCES)
SCALE: 1/16" = 1'-0" (FULL SIZE)

MONUMENT SIGN AT NEW COLLECTOR AND HWY 60
18" HT. LETTERS
COLORED METAL CABINET / CORRUGATED STEEL ALTERNATIVE (TYP)
NATURAL DARK COLORED STONE WALL WITH NO CAP (TYP)
30" DIA.
SCALE: 1/4" = 1'-0" (FULL SIZE)

MONUMENT FEATURE AT NEW FRONTAGE ROAD INTERSECTION
36" HT. LETTERS
COLORED METAL CABINET
CONTRASTING COLORED METAL (TYP)
SCALE: 1/4" = 1'-0" (FULL SIZE)

LOW MONUMENT SIGN AT NEW FRONTAGE ROAD INTERSECTION
36" HT. LETTERS
COLORED METAL CABINET
CONTRASTING COLORED METAL (TYP)
SCALE: 1/4" = 1'-0" (FULL SIZE)

TENANT NAME T ENANT NAME T ENANT NAME T ENANT NAME T ENANT NAME
ELEVATIONS VIEW
CONTRASTING COLORED METAL PANEL (TYP)
BASE COLORED METAL PANEL (TYP)
SCALE: 1/16" = 1'-0" (FULL SIZE)

L0.21
VISTA COMMONS P.U.D.
PRELIMINARY DEVELOPMENT PLAN
AT the southwest one quarter of section 2, township north, range 56, west of the 6th P.M.
TOWN OF JOHNSTOWN, COUNTY OF MVL, STATE OF COLORADO
NON-RESIDENTIAL ARCHITECTURAL STANDARDS
 SHEET 24 OF 26
PRELIMINARY SUBDIVISION
PLAT
VISTA COMMONS SUBDIVISION

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

LEGEND

PRELIMINARY
VISTA COMMONS SUBDIVISION
Situate in the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M.
Town of Johnstown, County of Weld, State of Colorado
AGENDA ITEM 10C

AMENDING THE FISCAL YEAR
2019 BUDGET
TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: March 18, 2019

ITEM NUMBER: 10C

SUBJECT: FY 2019 Budget Amendment

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

ATTACHMENTS: 1. Resolution 2019-09

PRESENTED BY: Matt LeCerf, Interim Town Manager

AGENDA ITEM DESCRIPTION:

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

General Fund:
1. Caselle Accounts Receivable Module - $10,000
   a. This Caselle module will allow the Town to automate the Accounts Receivable process. The primary benefits of adding this module are an improvement in customer service and overall efficiency. The AR module will allow us to invoice electronically (or on paper), produce monthly statements for customers, track developer deposits and developer billbacks, track aging receivables, as well as produce revenue/business histories for customers. The module fully integrates with the rest of our financial accounting system allowing us to work in a tighter, closed system where items are not being handled or produced outside of the system. This approach provides a solid audit trail and increases security and financial control.

2. Furniture & Technology - $18,500
   a. With the addition of new employees in the office, the need for additional desks, chairs, filing cabinets, phones, computers and other office equipment has increased. Also, there is a small amount of additional cost for the new server purchase and installation that are now being realized for the project.

3. Police Vehicle Repairs - $43,000
   a. In 2018, the Town experienced a significant hail storm. As part of the damage sustained to the community, our police cars were also exposed to the elements causing approximately $43,000 in damage to our police fleet. In 2019, CIRSA issued a check to the Town in the amount of $40,879.96 which will be used to
repair all of the vehicles in the fleet. Accordingly to make these repairs a budget amendment is necessary to incur the costs which will be offset mostly by the revenue for this item. Repairs should be completed by June 2019.

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

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

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

Water Fund:
1. DAF Saturator - $55,000
   a. The Council may recall that they approved in August 2018, the purchase of a DAF Saturator from Xylem, LLC. This is one of many component necessary to increase the overall capacity of the water treatment plant from 5 MGD to 10 MGD. The unit which was ordered is delayed until approximately March 2019. As of the end of FY 2018, only 10% of the cost had been paid and funds were not rolled over into FY 2019. Accordingly, a budget amendment is necessary to appropriate the funds for this into FY 2019.

2. Home Supply Ditch Company Assessment - $16,000
   a. During the December 2018 annual meeting, stock holders approved an assessment stock fee of $175 per share. This was an increase from 2017 by XXX and is resulting in an increase in our total assessments due by $16,000. Payment must be made to ensure delivery of water and home supply serves as our primary water source.

3. Professional Services - $200,000
   a. Two major initiatives are underway related to water that require additional funding for professional services. The first is allocation of $100,000 for funding related to legal matters to pursue the Pulliam and Home Supply Water change cases. Thus far as mentioned during the work session on March 4, costs for the data collection has already incurred $32,000 and another similar amount is necessary to complete the preliminary work prior to filing the application. The remaining balance would be used for costs incurred for the remainder of the fiscal year with hopes this amount would be sufficient for FY 2019.
   b. The second major initiative is the exploration of a water system analysis and to begin design of the proposed water tower located somewhere on the south side of
Town. The $100,000 would enable us to begin this work with the hopes this could cover the analysis and design components of the water system.

4. Lake Survey - $15,000
   a. The river commission has requested a lake survey for the Johnstown Lake to accurately monitor lake levels at Johnstown Lake.

5. Settlement Agreement – $5,854,826
   a. The Town recently entered into a settlement agreement with the TCMD #1 and as part of the settlement paid out $9 million. The settlement will come from water and sewer based on the number of shares returned back to the Town. 851 shares were returned back to the Town.

6. CDPHE Sanitary Survey Compliance – $15,000
   a. Council will recall the letter received from the Colorado Department of Public Health and Environment (CDPHE) related to their recent Sanitary Survey. To meet the expectations of the State, we need to replace some outdated equipment that is not operating properly and is providing us with invalid results.

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

Sewer Fund:

1. Settlement Agreement – $3,145,174
   a. The Town recently entered into a settlement agreement with the TCMD #1 and as part of the settlement paid out $9 million. The settlement will come from water and sewer based on the number of shares returned back to the Town. 561 sewer PIF’s were returned back to the Town.

2. Professional Services - $250,000
   a. As the Town is aware, we are exploring the need for sanitary sewer capacity in various basins to ensure development in the community. As part of the Town’s due diligence, we are reviewing current and future growth of the community.

3. Low Point WWTP Repairs – $10,000
   a. The level sensors at the LP-WWTP are broken and have been for some time. This has the ability to overtop the system and needs to be repaired. The MBBR air lines have leaks in them impacting the ability to treat properly and can impact the life of the bugs.

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

   a. As part of the planned improvements at the Hwy 402 and I-25 Interchange, J-25 LLC has been working with CDOT on additional improvements to the Frontage Road. The improvements are to be paid exclusively by the J-25 LLC and to facilitate this scope, the Town is acting as a conduit between CDOT and J-25 LLC since CDOT cannot directly contract with a private developer. The cost for the planned improvements is $454,648.96 and J-25 LLC has provided payment for this work to the Town and we will pass these funds through to CDOT. In order to make this payment, a budget amendment for this in both the revenue and expenditure is necessary. The pass through results in a $0.00 difference in the ending fund balance and will be run through the Transportation Impact Fee line item.

2. Great Western RR Improvements at Hwy 34 - $47,190.26
   a. The Town received in 2019 an invoice for services rendered by the Great Western Railroad for improvement to the railroad section at Highway 34 and LCR 3. This was related to improvements during the Scheels construction project and the necessary infrastructure improvements to make this economic development project a reality. Services for this were completed by December 2017 based on the invoice the Town received in 2019.

LEGAL ADVICE:
The resolution was reviewed by the Town Attorney

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

RECOMMENDED ACTION:

SUGGESTED MOTIONS:
For Approval:
I move to approve the resolution as presented for the FY 2019 Budget Amendment.

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

Reviewed and Approved for Presentation:

__________________________
Town Manager
RESOLUTION

No. 2019-09
TOWN OF JOHNSTOWN

RESOLUTION NO. 2019-09

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

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

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

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

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

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

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

Expenditures

Section 1. General Fund:
Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget General Fund appropriations expense is hereby increased from $31,260,100 to $31,350,600 for the purpose of defraying additional expenses.

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

Section 3. Sewer Fund:
Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget Sewer Fund appropriations expense is hereby increased from $2,074,000 to $5,254,174 for the purpose of defraying additional expenses.

Section 4. Impact Fee Fund:
Whereas, during 2019, the Town Council of the Town of Johnstown determines that the Fiscal Year 2019 Budget Impact Fee Fund appropriations expense is hereby increased from $101,000 to $501,840 for the purpose of defraying additional expenses.

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

ATTEST

By: __________________________  By: __________________________

Diana Seele, Town Clerk                                                   Gary Lebsack, Mayor

TOWN OF JOHNSTOWN, COLORADO
AGENDA ITEM 10D

APPROVAL OF

CAPITAL IMPROVEMENT PLAN
AGENDA DATE: March 18, 2019

ITEM NUMBER: 10D

SUBJECT: Capital Improvement Plan

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

ATTACHMENTS: 1. FY 2019 – 2028 Capital Improvement Plan

PRESENTED BY: Mitzi McCoy, Finance Director

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

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

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

LEGAL ADVICE: Not Applicable
FINANCIAL ADVICE: The development and implementation of a capital improvement plan is important for financial planning and is considered a best practice by the Government Finance Officers Association.

RECOMMENDED ACTION:

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

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

Reviewed:

_________________________
Town Manager
FY -2019 – 2028
CAPITAL IMPROVEMENT PLAN
### TOWN OF JOHNSTOWN, COLORADO

**2019 - 2028 Capital Improvement Plan**

**PROJECTS BY DEPARTMENT**

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<th>FY '20</th>
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Capital Improvement 2019-2028
# TOWN OF JOHNSTOWN, COLORADO
## 2019 - 2028 Capital Improvement Plan
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TOWN OF JOHNSTOWN, COLORADO
2019 - 2028 Capital Improvement Plan

PROJECTS BY DEPARTMENT
AGENDA ITEM 10E

WATER AND WASTEWATER

TAP FEE INCREASE
TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2019-11

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

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

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

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

Water Tap Fees

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

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

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

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

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

WHEREAS, the Water Pro Forma indicates that current revenues are not sufficient to meet the anticipated water expenditures because the 10 Year Water Capital Improvement Plan calls
for over fifty-five million dollars ($55,000,000) in improvements to the water system over the next ten (10) years, many of which are outlined in Town of Johnstown Master Plan for water; and

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

**Sewer Tap Fees**

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

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

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

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

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

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

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

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

WHEREAS, the Town Council reaffirms the increases of water and wastewater tap fees for the 2020 calendar year for meter sizes that are 1” or larger based on Resolution 2015-20 and Resolution 2014-15 respectively, and does not hereby seek to further increase those tap fees; and
WHEREAS, based on the recommendation of the Town Manager and the Town Finance Director and the Water Pro Forma and the Sewer Pro Forma projecting revenues and expenditures of the water system and the wastewater system, the Town Council desires to increase the water tap fees and the sewer tap fees; and

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Ratio to 3/4&quot;</th>
<th>2019 In-Town</th>
<th>2020 In-Town</th>
<th>2019 Out of Town</th>
<th>2020 Out of Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
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<td>$6,437.00</td>
<td>$6,437.00</td>
<td>$7,920</td>
<td>$7,920</td>
</tr>
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<td>1&quot;</td>
<td>1.7</td>
<td>$9,949.50</td>
<td>$10,247.98</td>
<td>$12,000</td>
<td>$12,360</td>
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<tr>
<td>1-1/2&quot;</td>
<td>3.3</td>
<td>$19,313.73</td>
<td>$19,893.14</td>
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<td>$24,720</td>
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<tr>
<td>2&quot;</td>
<td>5.3</td>
<td>$31,019.02</td>
<td>$31,949.59</td>
<td>$38,400</td>
<td>$39,552</td>
</tr>
<tr>
<td>3&quot;</td>
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<td>$68,475.96</td>
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<td>$87,892.99</td>
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<td>4&quot;</td>
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<tr>
<td>6&quot;</td>
<td>46.7</td>
<td>Negotiable</td>
<td>Negotiable</td>
<td>Negotiable</td>
<td>Negotiable</td>
</tr>
<tr>
<td>8&quot;</td>
<td>80</td>
<td>Negotiable</td>
<td>Negotiable</td>
<td>Negotiable</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>
Section 2. Section 13-27 of the Johnstown Municipal Code shall be amended to read as follows:

Sec. 13-27. Sewer tap fees.

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

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Ratio to 3/4&quot;</th>
<th>In-Town 2019</th>
<th>In-Town 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
<td>1</td>
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<td>1&quot;</td>
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<td>1-1/2&quot;</td>
<td>3.3</td>
<td>$14,520</td>
<td>$14,850</td>
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<td>$23,320</td>
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<tr>
<td>3&quot;</td>
<td>11.7</td>
<td>$51,480</td>
<td>$52,650</td>
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<tr>
<td>4&quot;</td>
<td>21</td>
<td>Negotiable</td>
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</tr>
<tr>
<td>6&quot;</td>
<td>46.7</td>
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<tr>
<td>8&quot;</td>
<td>80</td>
<td>Negotiable</td>
<td>Negotiable</td>
</tr>
</tbody>
</table>

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

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

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

ATTEST

By: __________________________  By: __________________________
Diana Seele, Town Clerk                       Gary Lebsack, Mayor
EXHIBIT A
WATER PRO FORMA
<table>
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<tr>
<th>Date</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>Totals</th>
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<tr>
<td>Beg Cash Balance</td>
<td>17,239,138</td>
<td>20,671,483</td>
<td>23,276,463</td>
<td>19,575,189</td>
<td>19,589,108</td>
<td>20,606,954</td>
<td>22,408,622</td>
<td>24,752,843</td>
<td>12,094,387</td>
<td>16,072,845</td>
<td>1,549,943</td>
<td>1,190,385</td>
<td></td>
</tr>
<tr>
<td>Tap Fees - Impact</td>
<td>1,577,923</td>
<td>1,452,449</td>
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<td></td>
<td>2,000,000</td>
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<tr>
<td>Bond Revenues</td>
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<td>18,000,000</td>
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<tr>
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<tr>
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<td>0</td>
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<tr>
<td>Debt Expense</td>
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<td>0</td>
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</tr>
<tr>
<td>Total Expenses</td>
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<tr>
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<td>20,606,954</td>
<td>22,408,622</td>
<td>24,752,843</td>
<td>12,094,387</td>
<td>16,072,845</td>
<td>1,549,943</td>
<td>1,190,385</td>
<td>2,329,914</td>
<td>-2,593,081</td>
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**Multipliers:**

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<th>1.000%</th>
<th>1.000%</th>
<th>1.000%</th>
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<tr>
<td>Inflation Adm</td>
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<td>3.00%</td>
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<td>3.00%</td>
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<td>3.00%</td>
<td></td>
</tr>
</tbody>
</table>

**Assumptions:**

- 10% increase in the tap fee in 2020
- 5% increase every year in usage rates
- 15% increase in operational costs in 2020 with 3% increase each year thereafter
- 20 year bond
<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>PROJECT NAME</th>
<th>FUND</th>
<th>FY '19</th>
<th>FY '20</th>
<th>FY '21</th>
<th>FY '22</th>
<th>FY '23</th>
<th>FY '24</th>
<th>FY '25</th>
<th>FY '26</th>
<th>FY '27</th>
<th>FY '28</th>
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</thead>
<tbody>
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<td>Water</td>
<td>GIS</td>
<td>Water / Wastewater Fund</td>
<td>$100,000</td>
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<td>$240,000</td>
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<tr>
<td>Water</td>
<td>Distribution / Collection Crew</td>
<td>Water / Wastewater Fund</td>
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<td>Water</td>
<td>Crew Vehicles</td>
<td>Water / Wastewater Fund</td>
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<td>Water</td>
<td>Backhoe Replacement</td>
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<td>Filter Expansion Design/Build</td>
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<td>VacTruck</td>
<td>Water Fund</td>
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**Assumptions:**
- 20% increase in the tap fee in 2020
- 3% increase every year in usage rates
- 15% increase in operational costs in 2020 with 3% increase each year thereafter
- 20 year bond

**Multipliers:**
- **Impact Fees Rate Increase**
  - SFE's:
    - Tap Fee: 0.000
    - 0.200 0.400
  - 0.100 0.200

- **Monthly Rate Increase Usage**
  - Pop Growth: 0.000 0.150 0.300 0.450 0.600 0.750 0.900

- **Expenses Inflation Oper**
  - 0.000 0.150 0.300 0.450 0.600 0.750 0.900

- **Inflation Adm**
  - 0.000 0.150 0.300 0.450 0.600 0.750 0.900

- **Potential Impact Fee Per SFE:**
  - 4,400 5,280 5,280 5,280 5,280 5,280 5,280

**Monthly Usage**
## TOWN OF JOHNSTOWN, COLORADO
### 2019 - 2028 Capital Improvement Plan

### WASTEWATER

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COMPARATIVE WATER AND SEWER TAP FEE CHARTS
## Water Tap Fee Comparison 2019

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*Longmont and Fort Collins based on 7400 square foot lot.
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AGENDA ITEM 10F

EMPLOYMENT AGREEMENT
TOWN MANAGER
AGENDA DATE: March 18, 2019

ITEM NUMBER: 10F

SUBJECT: Employment Agreement for Town Manager with Matthew S. LeCerf

ACTION PROPOSED: Approve Employment Agreement for Town Manager with Matthew S. LeCerf

PRESENTED BY: Town Attorney, Avi Rocklin

AGENDA ITEM DESCRIPTION: Based on direction from Town Council, for consideration is an Employment Agreement (“Agreement”) for the Town Manager position with Matthew S. LeCerf (“LeCerf”). The Agreement provides that LeCerf will perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown and that he will perform all other reasonable functions that Town Council assigns to him. The key provisions of the Agreement are as follows:

- LeCerf will be paid an annual salary of $160,000. He will be entitled to merit pay increases and to automatic pay increases by, at a minimum amount, the average increase paid to Town employees.
- LeCerf will be entitled to four weeks vacation per year, with one additional day of vacation accruing over the next five years, for a total maximum of five weeks.
- LeCerf will be entitled to participate in the insurance benefits provided to Town employees, including health, dental, vision and life insurance. He will be entitled to participate in the Town’s 457 Retirement Plan and the Town will contribute 9.2355% of his salary into the Plan, as may be adjusted from time to time.
- LeCerf will be paid a monthly stipend of $500 towards his personal vehicle and cell phone expenses. He will be entitled to use a Town purchasing card for travel of approximately fifty (50) miles or more from the Town.
- LeCerf will be employee at will and the Town Council, by a majority vote, will be entitled to terminate him at any time with or without cause.
- If LeCerf is terminated without cause or if he involuntarily terminates his employment (as provided in Paragraph 9(b)), then LeCerf will be entitled to 9 months of severance pay upon the signing of the Agreement, with an additional month accruing for the next 3 years. LeCerf will be entitled to health insurance, but not to retirement benefits, during his severance pay. *Council may decide to discuss severance pay during the meeting to ensure consensus on this issue.
- LeCerf will reside in the Town on or before October 1, 2019, and the Town will pay up to $5,000 for his moving expenses upon receipt of reasonable and verified costs.
- Town Council may conduct annual performance evaluations.
- The Town will pay for LeCerf’s membership in national, regional and local organizations that benefit the Town and LeCerf’s travel expenditures related to conferences sponsored by those organizations.

LEGAL ADVICE: The Town Attorney prepared the Town of Johnstown Employment Agreement for Town Manager.

FINANCIAL ADVICE: The Town Treasurer indicated that sufficient funds are available.

RECOMMENDED ACTION: Approve the Town of Johnstown Employment Agreement for Town Manager with Matthew S. LeCerf.

SUGGESTED MOTION:

For Approval: I move to approve the Town of Johnstown Employment Agreement for Town Manager with Matthew S. LeCerf and authorize the Mayor to sign it.

For Denial: I move to deny approval of the Town of Johnstown Employment Agreement for Town Manager.
AGREEMENT
TOWN OF JOHNSTOWN EMPLOYMENT AGREEMENT
FOR TOWN MANAGER

THIS EMPLOYMENT AGREEMENT FOR TOWN MANAGER (“Agreement”) made this _____ day of March, 2019, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipal corporation of the State of Colorado (“Town”), and MATTHEW S. LECERF (“LeCerf”), collectively (the “Parties”).

WHEREAS, the Town desires to employ Matthew S. LeCerf to serve as the Town Manager for the Town of Johnstown, Colorado; and

WHEREAS, LeCerf desires to accept employment as the Town Manager for the Town of Johnstown, Colorado; and

WHEREAS, the Town and LeCerf desire to set forth terms and conditions of the employment relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties hereby agree as follows:

1. Employment and Duties. The Town agrees to employ LeCerf, and LeCerf agrees to accept employment, as the Town Manager for the Town of Johnstown to perform the functions and duties specified by Colorado law, Article 8 of the Home Rule Charter for the Town of Johnstown, Section 2.45 of the Johnstown Municipal Code and all other applicable laws, ordinances or regulations of the Town of Johnstown, as adopted and in effect from time-to-time. LeCerf further agrees to perform any other legally permissible and proper functions and duties as the Town Council of the Town shall assign to him.

2. Compensation. The Town agrees to pay LeCerf an annual salary of $160,000.00 for his services as Town Manager, commencing on the effective date of this Agreement, and payable in bi-weekly installments in the same manner and at the same time as other employees of the Town. LeCerf’s compensation shall increase each year by, at a minimum, an amount that equals the average increase in salaries provided to Town employees, if any. Pursuant to a performance evaluation or otherwise, LeCerf shall also be entitled to merit increases to his salary in the discretion of the Town Council. LeCerf recognizes and agrees that the position of Town Manager is an exempt position under the Fair Labor Standards Act, 29 U.S.C. §201 et al. (“Act”), and corresponding Colorado state statutes, rules and regulations, and that LeCerf is not entitled to overtime compensation and is not bound by the record keeping provisions of the Act.

3. Personnel Policies, Vacation and Sick Time. Except as modified herein, LeCerf shall be subject to the Town’s Human Resources Policies and Procedures, dated August 4, 2014, as may be amended from time-to-time (“Personnel Policies”). LeCerf shall be entitled to four (4) weeks paid vacation per year and to the accrual of an additional vacation day for each year that LeCerf works for the Town as the Town Manager, up to and including a maximum of five (5)
additional days. LeCerf’s vacation time shall be retroactive to October 15, 2018, and shall accrue as set forth in the Personnel Policies. LeCerf shall be entitled to sick time at the rate and in the manner set forth in the Personnel Policies.

4. **Insurance Benefits.** LeCerf shall be entitled to the insurance benefits offered to other employees of the Town, including health, dental, vision, disability and life insurance benefits, as such benefits are in effect from time-to-time. LeCerf must meet all the terms and conditions required by the individual carriers, and pay any employee-required amounts in order to participate in the insurance programs.

5. **Retirement.** The Town offers a 457 Retirement Plan, and agrees to contribute 9.2355% of LeCerf’s bi-weekly salary toward such retirement benefits for and on behalf of LeCerf, as may be amended from time to time in the Personnel Policies, except that the contribution shall not decrease below 9.2355% unless there is a decrease applicable to all eligible Town staff. In accordance with the terms and conditions of the Town’s 457 Retirement Plan, LeCerf may contribute additional amounts toward his retirement benefits.

6. **Cell Phone and Vehicle Stipend.** In lieu of a Town issued cell phone and use of a Town owned vehicle, LeCerf shall be paid a monthly stipend to be used toward those expenditures in the amount of $500.00 per month. In addition, for out-of-town travel related to Town business that is approximately fifty (50) or more miles from the Town, LeCerf shall be entitled to use a Town-issued purchasing card to pay for fuel. LeCerf recognizes and agrees that text messages related to Town business may be public records, as defined in C.R.S. § 24-72-202(6), and agrees, to the best of his reasonable ability, not to use the text messaging feature of his personal cell phone to conduct Town business. LeCerf further agrees to maintain automobile liability insurance as required by Colorado law.

7. **Term.** Pursuant to Section 8.1 of the Home Rule Charter for the Town of Johnstown, LeCerf shall serve as the Town Manager at the pleasure of the Town Council. Based on that understanding, this Agreement shall remain in full force and effect from the effective date of this Agreement until terminated by either party as provided herein.

8. **Termination by Town.** The Town may terminate LeCerf’s employment with the Town, and thus terminate this Agreement, at any time, with or without cause, by a majority vote of the entire Town Council. LeCerf recognizes and agrees that any termination of employment is not subject to the provisions of C.R.S. § 31-4-307, and hereby waives any rights thereunder. Upon the termination of LeCerf’s employment with the Town, for any reason, LeCerf shall not be entitled to the continuation of the Town’s insurance and retirement benefits, set forth in Paragraphs 4 and 5, except that: (1) if LeCerf is entitled to severance pay as provided in Paragraph 10, then he shall be entitled to continuation of health insurance benefits during the period of, but not longer than, his severance pay unless and until LeCerf obtains other employment that provides health insurance benefits and (2) LeCerf may be entitled to the continuation of health insurance benefits at LeCerf’s expense as allowed by law.
9. **Termination by LeCerf.**

   a. LeCerf may voluntarily resign from his employment with the Town, and thus terminate this Agreement, at any time, with or without cause, by providing forty-five (45) days advanced written notice to the Town. In such case, LeCerf would not be entitled to severance pay as provided in Paragraph 10.

   b. If (i) the Home Rule Charter for the Town of Johnstown were amended to substantially change, alter or modify the Town Manager position in a manner that negatively impacts LeCerf, (ii) the Town were to reduce LeCerf’s compensation, unless such reduction is not of a greater percentage than the average reduction for all department heads, (iii) LeCerf were to resign following a request, formal or informal, by a majority of the Town Council that he resign, or (iv) a final judicial determination were rendered holding that the Town is in breach of a material term of this Agreement, then LeCerf would be entitled to resign from the position of Town Manager and terminate this Agreement by providing forty-five (45) days advanced written notice to the Town and would, absent cause to terminate LeCerf, be entitled to receive severance pay as set forth in Paragraph 10.

10. **Severance Pay.** In the event that LeCerf is terminated without cause or that LeCerf involuntarily terminates his employment as the Town Manager pursuant to Paragraph 9(b), then LeCerf, in addition to accrued vacation and sick time in accordance with the Personnel Policies, would be entitled to nine (9) months of severance pay at his then current compensation. In addition, for each of the next three (3) full calendar years that LeCerf works as the Town Manager, LeCerf would be entitled to one (1) additional month of severance pay, up to and including a maximum of three (3) additional months or, stated differently, up to a maximum of twelve (12) months of severance pay. The severance pay may be paid in monthly salary payments or in one lump sum, in the discretion of the Town Council. Compensation for purposes of severance pay shall be deemed to be LeCerf’s annual salary as described in Paragraph 2. In consideration for, and as a condition precedent to, the severance pay, LeCerf shall be required to execute a general release, releasing the Town from any and all causes of action, claims and demands which LeCerf may have against the Town.

   If LeCerf is terminated for cause, regardless of whether LeCerf involuntarily seeks to terminate his employment pursuant to Paragraph 9(b), then LeCerf shall not be entitled to severance pay. The term “for cause” shall mean: (i) willful failure to perform the duties set forth in this Agreement, in the reasonable judgment of the Town Council; (ii) willful misconduct that is injurious to the Town, monetarily or otherwise; (iii) willful violation of reasonable policies, standards, directives or orders established by the Town Council; (iv) conduct giving rise to unlawful harassment, discrimination or retaliation; (v) public remarks disparaging the Town or the Town Council; (vi) breach of a material term of this Agreement pursuant to a final judicial determination; (vii) conviction (by entry of judgment at a trial, a plea of guilty or a plea of no contest) of a felony or of any crime involving moral turpitude, including without limitation fraud,
theft, or embezzlement or other illegal or dishonest conduct; or (viii) conduct creating, enabling and/or facilitating a hostile or oppressive work environment.

11. **Residency in the Town.** On or before October 1, 2019, LeCerf shall have established residency in the Town and shall thereafter maintain such residency during the term of his employment as the Town Manager. The Town agrees to pay up to $5,000.00 of eligible and verified expenses towards LeCerf’s relocation costs.

12. **Extended Absence.** If LeCerf is permanently disabled or is otherwise unable to perform the functions and duties set forth in Paragraph 1 for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the Town shall have the option to promptly terminate this Agreement. If so terminated, LeCerf shall be compensated for any accrued, but unpaid, benefits and shall be entitled to severance pay as described in Paragraph 10.

13. **Dues, Subscriptions and Professional Development.** The Town agrees to budget and pay for LeCerf’s dues and subscriptions for the reasonable dues, subscriptions, and professional fees associated with LeCerf’s participation in national, regional, state, and local associations that benefit the Town and for travel expenses related to attendance at conferences, programs and seminars sponsored by those organizations.

14. **Exclusive Services.** Town recognizes that LeCerf shall render services to the Town on a full-time basis, without regard to office hours or the Town’s normal hours of operation and must devote a great deal of time outside the normal office hours on business for the Town, and, to that end, LeCerf shall be allowed to establish an appropriate work schedule that generally includes presence in the office during normal working hours and, absent extraordinary circumstances, attendance at Town Council meetings and other appropriate meeting and functions. As set forth in Section 8.2 of the Home Rule Charter for the Town of Johnstown, during the period of employment with the Town, LeCerf shall not be an employee of, or perform any services for compensation from, any person or entity other than the Town, unless he has first obtained the approval of a majority of the entire Town Council.

15. **Performance Evaluations.** The Town Council may perform, and LeCerf agrees to participate in, periodic evaluations of LeCerf’s performance.

16. **Non-Appropriation.** Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated. In such case, LeCerf shall be entitled to severance pay as set forth in Paragraph 10.

17. **Dispute Resolution.** In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.
18. **Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

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

20. **Assignment.** Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Town and LeCerf. LeCerf shall not be entitled to transfer or assign his interest in this Agreement.

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, written or oral.

22. **Severability.** If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

23. **Return of Records.** Upon termination of this Agreement, LeCerf shall return to the Town all records, notes, documents and other items that were used, created or controlled by LeCerf during the term of this Agreement relating to Town business.

24. **No Public Official Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

25. **Insurance Coverage.** The Town is insured by the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”). To the extent permitted by law and to the extent provided by the Town’s CIRSA coverage, LeCerf shall be defended and indemnified in his actions undertaken in his official capacity by the Town and pursuant to the terms of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. (“CGIA”). LeCerf shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the CGIA.

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

27. **Headings.** The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed on the day and year first written above.

TOWN OF JOHNSTOWN, COLORADO          MATTHEW S. LECERF

By: _____________________________   By: __________________________
Gary Lebsack, Mayor               Matthew S. LeCerf

ATTEST:

By: __________________________________
Diana Seele, Town Clerk