



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, April 19, 2021 at 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.”*

AGENDA

CALL TO ORDER

ROLL CALL

Pledge of Allegiance

SPECIAL PRESENTATIONS

- [1.](#) Johnstown Downtown Development Association Annual/Quarterly Report

AGENDA APPROVAL

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment 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.

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

- [2.](#) Minutes - April 5, 2021
- [3.](#) Financial Statements - March 2021
- [4.](#) List of Bills
- [5.](#) Memorandum of Understanding for Public School Construction
- [6.](#) Resolution 2021-10, Amending the 2020 Budget for the Library Fund
- [7.](#) Second Reading - Ordinance No. 2021-195, an Ordinance to Renew an Electric Utility Franchise Agreement Between the Town of Johnstown, Colorado and United Power, Inc.
- [8.](#) First Amendment to Subdivision Development and Improvement Agreement Concerning Johnstown Village, Filing No. 1

TOWN MANAGER REPORT

- [9.](#) Town Manager's Report

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [10.](#) **Public Hearing** - Revere at Johnstown Filing #1, Preliminary and Final Subdivision Plat and Development Plans
- [11.](#) **Public Hearing** - Use By Special Review for Alternative Tower Structure for a 70 Foot "Monopine" for Verizon Wireless at 5360 Ronald Reagan Boulevard
- [12.](#) **Public Hearing First Reading** - Ordinance No. 2021-196, an Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors
- [13.](#) **Public Hearing First Reading** - Ordinance 2021-197: An Ordinance Amending Section 17-230(A) Of The Johnstown Municipal Code Concerning Fees Imposed On Behalf Of The Loveland Fire Rescue Authority

NEW BUSINESS

- [14.](#) Agreement Concerning Economic Development Between The Town Of Johnstown And The Johnstown Downtown Development Association
- [15.](#) Purchase of Equipment for Water Treatment System Improvements to Address Taste and Odor of the Town's Drinking Water

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Quarterly Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2020 Financials – Attachments Included

Starting Balance:	\$0
Cash In:	\$12,753.62
Expenditures:	\$6,268.32
Ending Balance:	\$6,485.30

2021 Q1 Financials – Attachments Included

Starting Balance:	\$6,485.30
Cash In:	\$1,575.00 (1) Monthly Quarterly Treasurer's Report
Expenditures:	\$2,154.32 (2) Monthly Quarterly Treasurer's Report
Ending Balance:	\$5,905.98

Upcoming Expenses:

Financial Request from the Town of Johnstown:

Strategic plan to revitalize the Town's historic downtown

The JDDA would like to create a committee that would work alongside the Economic Development Manager to collaborate for future downtown projects.

Events

Previous Events including the Results/Outcome of the Event:

1. Downtown Johnstown Small Business Saturday – November 2020
 - a. We had a very successful downtown Johnstown Small Business Saturday campaign with reports that many businesses posted excellent and above average sales on that day despite the recent move to red level restrictions for COVID.
2. Toy Drive – December 2020
 - a. In lieu of the Johnstown Jingle event for 2020 we opted to only do our Toy Drive. We collected toys at the YMCA, Black Sheep and Johnstown Barber Shop as well as monetary donations. 100% of the money donated went directly to purchasing additional toys and all of the toys collected went directly to children in our community. All in all we were able to donate approximately 100+ toys.
3. T-Shirt Fundraiser – May 2020
 - a. When COVID hit Johnstown the Downtown Development Association got together and created a shirt that had the state of Colorado on the front with Johnstown highlighted and said #strongertogether and on the back of the shirt it said Johnstown Strong. The idea behind this was to create a shirt

that was community focused/strong and to raise some initial funds for the JDDA during a pandemic without people coming out and about when things were still shut down. We sold 129 shirts that cost us 1046.51 and we brought in \$2465 so in total we raised \$1418.49 for the JDDA.

4. Fall in Love with Downtown Johnstown – February 2021
 - a. \$160 spent at local businesses to purchase gift cards that were given out to people who found hearts around town.
 - b. 3 Gift cards still remain for use at a later date/other event.
 - c. Total reach on our page was 1831 people and reached over 5000 with private posts and shares

Upcoming Events for 2021 including how we plan to support and/or sponsor the event as well as how we plan to promote/market the upcoming event:

1. Pop-up Prom Formal Dresses at the JM Post – March 20th and April 10th
 - \$25 Dollar Donations recommended
 - This event is being put on by the JM Post with Fitness Avenue and Nu-Way Cleaners.
2. Cinco de Mayo Event (Sunday, May 2nd 1-5pm) – Working on getting details finalized.
 - a. Tables and Chairs (possibly from TRPR)
 - b. Entertainment (Dancers, Band, DJ)
 - c. Road Closure (talk to Matt with the Town)
 - d. Food (Los Dos Garcia's, Santiago's, El Mex Kal, etc.)
 - e. Additional Vendors
3. BBQ Day Committee
 - Members of the JDDA are currently working alongside the current BBQ Day Committee and continue to meet every other week.
4. Trick or Treat Street the Saturday before Halloween
 - We are planning to set up and market this event. We would like to talk with the town about closing down the streets for a couple of hours for safety reasons!
5. Johnstown Jingle including an annual Toy Drive in early December

Other Event Ideas we are considering

1. Farmers Market
2. Car Show
3. October Fest/Sugar beat Festival
4. Street Dance

5. Taste of Johnstown

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Visit Downtown Johnstown Logo – We created a Visit Downtown Johnstown Logo to help promote and market downtown, as well as a Johnstown DDA logo. (Both Attached)
2. Welcome Bags – We began our monthly welcome bags to new residents in November, partnering with the RHS Interact Club, we have been delivering 40-45 welcome bags to new residents monthly.
3. Mass Mailer – We finalized the mass mailer which will highlight downtown businesses and it went out to households in Johnstown.

Social Media/Website

1. Facebook – We expanded our reach from 869 on October 1st to 1642 on January 1st. And as of March 31, 2021 we were at 1743. We are seeing daily posts about downtown businesses reaching audiences of 200-300 or more.
2. Our website www.visitdowntownjohnstown.com is up and running.
-We are talking about adding a Volunteer Opportunities tab to our website for community members to look for ways to volunteer around town.
3. Started an Instagram page in February

Downtown Businesses Update – Q1 2021

JDDA Members: 31 current members with an additional businesses that have contacted us about joining and being included

New businesses/relocated businesses in Downtown Johnstown: YMCA, Shine Bright, The Original Heavenly Cakes, Rocky Mountain Physical Therapy, Ryder Chiropractic, Dos Garcia's, J-Town Nutrition

Businesses that have closed/moved out of Downtown Johnstown: Nacho Y Kikas, TRPR, Ajuas

Employment opportunities available: YMCA, Connected Chiropractic is looking for a massage therapist, TDS is looking for Techs and Sales people, ACE Hardware, 21 North is looking for cooks

Every downtown business that received the grant is extremely grateful and appreciative for the town and its willingness to help the businesses in Johnstown. Thank you!

Johnstown Downtown Development Association

Item #1.

STATEMENT OF ACTIVITY

January - December 2020

	TOTAL
Revenue	
Designated Contributions	10,268.62
General Fund Contributions	20.00
Sales of Product Revenue	2,465.00
Total Revenue	\$12,753.62
GROSS PROFIT	\$12,753.62
Expenditures	
Advertising	400.00
Website	1,554.34
Total Advertising	1,954.34
Bank Charges	11.97
Fundraiser Expense	1,316.51
Legal, Accounting and Professional	2,385.50
Licenses, Fees and Filing Fees	600.00
Office Supplies	0.00
Total Expenditures	\$6,268.32
NET OPERATING REVENUE	\$6,485.30
NET REVENUE	\$6,485.30

Johnstown Downtown Development Association

Item #1.

STATEMENT OF FINANCIAL POSITION

As of December 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
General Fund	6,485.30
Total Bank Accounts	\$6,485.30
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$6,485.30
TOTAL ASSETS	\$6,485.30
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Retained Earnings	
Net Revenue	6,485.30
Total Equity	\$6,485.30
TOTAL LIABILITIES AND EQUITY	\$6,485.30

Johnstown Downtown Development Association
Annual Treasurer's Report
For Year ending 12/31/2020

Beginning Cash	\$	-
Cash In	\$	12,753.62 (1)
Cash Out	\$	6,268.32 (2)
Ending Cash	\$	6,485.30

(1)

Cash In :

designated contributions directly from Town Of Johnstown \$10,268.62

Contributions of \$20

Sales of Johnstown Tshirts \$2465

(2)

Cash out :

Marketing activities, bank charges, costs for Tshirt fundraiser, and organizational costs

Johnstown Downtown Development Association
Monthly Treasurer's Report
For Period Ending 1/31/21

Beginning Cash	\$ 6,485.30	
Cash In	\$ -	(1)
Cash Out	\$ 1,320.00	(2)
Ending Cash	\$ 5,165.30	

(1)
Cash In :

(2)
Cash out :
Insurance Premium

Johnstown Downtown Development Association
 Monthly Treasurer's Report
 For Period Ending 2/28/21

Beginning Cash	\$ 5,165.30
Cash In	\$ 350.00 (1)
Cash Out	\$ 804.32 (2)
Ending Cash	\$ 4,710.98

(1)	160
Cash In :	10
\$350 of the \$2000 billed for mailers was collected in Feb	20

(2)

Cash out :

\$130 out on gift cards for fall in love w johnstown and \$674.32 reimbursement to BlackSheep for marketing

Fall in Love with Johnstown marketing notes:

***total of \$200 we had out in g.c.'s the Fudochi Jiu-Jitsu doesn't have gift cards and never got one from wellsprings

\$20 for bakery and \$10 for 21N hit in March

*****We still have gift cards - \$10 for 21N which someone had won but never picked up. Still have Jiu Jitsu, WellSprings, Santiagos, and Johnstown Embroidery

Johnstown Downtown Development Association
 Monthly Treasurer's Report
 For period Ending 3/31/21

Beginning Cash	\$ 4,710.98
Cash In	\$ 1,225.00 (1)
Cash Out	\$ 30.00 (2)
Ending Cash	\$ 5,905.98

(1)	160
Cash In :	10
\$1225 of the \$2000 billed for mailers was collected in Mar	20

(2)
 Cash out :
 \$30 for valentines gift cards came out in March

Fall in Love with Johnstown marketing notes:

***total of \$200 we had out in g.c.'s the Fudochi Jiu-Jitsu doesn't have gift cards and never got one from wellsprings

\$20 for bakery and \$10 for 21N hit in March

*****We still have gift cards - \$10 for 21N which someone had won but never picked up. Still have Jiu Jitsu, WellSprings, Santiagos, and Johnstown Embroidery

Johnstown Downtown Development Association
 Monthly Treasurer's Report
 For 1st quarter Ending 3/31/21

Beginning Cash	\$ 6,485.30
Cash In	\$ 1,575.00 (1)
Cash Out	\$ 2,154.32 (2)
Ending Cash	\$ 5,905.98

(1)

Cash In :

\$1225 of the \$2000 billed for mailers was collected in Mar

\$350 of the \$2000 billed for mailers was collected in Feb

(2)

Cash out :

\$30 for valentines gift cards came out in March

\$130 out on gift cards for fall in love w johnstown and \$674.32 reimbursement to BlackSheep for marketing

\$1320 Insurance Premium

***BBQ Days Acct 8128 - The BBQ days is not an actual entity so JDDA is holding the money and will spend only upon direction and approval directly from the BBQ days committee

Fall in Love with Johnstown marketing notes:

***total of \$200 we had out in g.c.'s the Fudochi Jiu-Jitsu doesn't have gift cards and never got one from wellsprings

\$20 for bakery and \$10 for 21N hit in March

*****We still have gift cards - \$10 for 21N which someone had won but never picked up. Still have Jiu Jitsu, WellSprings, Santiagos, and Johnstown Embroidery

Johnstown Downtown Development Association

Item #1.

Statement of Activity

January - March, 2021

	TOTAL
Revenue	
Services	1,575.00
Total Revenue	\$1,575.00
GROSS PROFIT	\$1,575.00
Expenditures	
Advertising	
Marketing	834.32
Total Advertising	834.32
Insurance	
Property/Liability Insurance	1,320.00
Total Insurance	1,320.00
Total Expenditures	\$2,154.32
NET OPERATING REVENUE	\$ -579.32
NET REVENUE	\$ -579.32

Johnstown Downtown Development Association

Item #1.

Statement of Financial Position

As of March 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBQ Days acct 8128	32,934.49
General Fund	5,905.98
Total Bank Accounts	\$38,840.47
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$38,840.47
TOTAL ASSETS	\$38,840.47
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
BBQ Days holding account	32,934.49
Total Other Current Liabilities	\$32,934.49
Total Current Liabilities	\$32,934.49
Total Liabilities	\$32,934.49
Equity	
Retained Earnings	6,485.30
Net Revenue	-579.32
Total Equity	\$5,905.98
TOTAL LIABILITIES AND EQUITY	\$38,840.47



Town of Johnstown

**TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, April 05, 2021 at 7:00 PM**

MINUTES

CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Amy Tallent
Councilmember Damien Berg
Councilmember Kevin Lemasters
Councilmember Troy Mellon

ABSENT

Councilmember Jesse Molinar

Staff present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Marco Carani, Public Works Director, Mitzi, McCoy, Finance Director, Sarah Crosthwaite, Economic Development Manager

AGENDA APPROVAL

Motion made by Councilmember Mellon, seconded by Councilmember Young to approve the Agenda. Motion carried with a roll call vote.

SPECIAL PRESENTATIONS

Mr. Derek Child provided a video showing how the local churches in the community are working together to assist and distribute food commodities to the community during the ongoing COVID pandemic.

Presentation by Mr. Andrew Johnston, Manager of Financial Development of metroDPA. Mr. Johnston shared information with Council about the metroDPA down payment assistance program. This program is a homeownership program available in the Front Range. It assists qualified homebuyers with mortgage loans and assistance for a down payment and closing costs.

Sewer Revenue Bond Presentation - Alan Matlosz, Managing Director - Stifel Public Finance - In preparation for the issuance of sewer revenue bonds, Mr. Matlosz provided information to Council on the structure of the bond, process and schedule, interest rates and preliminary numbers.

Pioneer Ridge Disc Golf Course Presentation - Presenters Mr. Zach Boettcher and Mr. Bryant Walkinshaw gave a presentation to request to install a golf disc course at the Town owned Pioneer Ridge Park adjacent to the Pioneer Ridge Elementary School. Motion made by Councilmember Mellon, seconded by Councilmember Tallent to add this item to the Agenda.

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April 5, 2021

PUBLIC COMMENT

Mr. Christian Somazo of 4020 Blackbrush Place shared his concerns about the proposed bond that is being considered in the amount of \$55,000,000 and the impact it will have on the resident's sewer rates.

Mr. Jim Hatfield spoke in favor of the disc golf course, and shared the concern there should not be a walking path within the disc golf course. He also asked what is the amount of time a Councilmember spends serving on Council.

Mr. Richard Rainford of 12337 S County Road 3 expressed his concerns with Oakwood Homes and the construction of County Road 3.

CONSENT AGENDA

Motion made by Councilmember Tallent, seconded by Councilmember Lemasters to approve the Consent Agenda.

- March 16, 2021 Minutes
- Second Reading - Ordinance No. 2021- 194, An Ordinance Repealing and Readopting Article V of Chapter 11 of the Johnstown Municipal Code Concerning Public Parks.
- Reimbursement Agreement - Town of Johnstown and Podtburg Dairy Limited Partnership, LLLP
- Consider Resolution 2021-09, Authorizing and Approving Johnstown's Participation in the Metro Mortgage Assistance Plus Program and Authorizing the Execution of the Delegation and Participation Agreement and Other Documents in Connection Therewith.

PUBLIC HEARING

1. Public Hearing - New Fermented Malt Beverage Liquor License Application - TA Operating, LLC

This is a request for a new Fermented Malt Beverage license for TA Operating, LLC d/b/a Petro Stopping Centers, located at 2842 SE Frontage Road, Johnstown.

Mayor Lebsack opened the public hearing at 8:50 and heard from Meghan Brennan representing the applicant. Having no public comments, closed the public hearing at 8:56 p.m. Motion made by Councilmember Mellon, seconded by Councilmember Young to approve the Fermented Malt Beverage License to TA Operating, LLC and authorize the Mayor to sign the Order Granting a Fermented Malt Beverage License. Motion carried with a roll call vote.

2. Public Hearing First Reading Ordinance No. 2021-195, an Ordinance to Renew an Electric Utility Franchise Agreement Between the Town of Johnstown, Colorado and United Power Inc. This is a franchise agreement renewal between the Town of Johnstown and United Power Inc.

Mayor Lebsack opened the public hearing at 8:57 p.m. and having no public comments closed the hearing at 9:05 p.m. Motion made by Councilmember Lemasters, seconded by Councilmember Berg to approve Ordinance 2021-195 as presented to renew the franchise agreement between the Town of Johnstown, Colorado and United Power, Inc. on first reading with the condition that all the fees incurred in establishment and renewal of this franchise agreement are paid for by United Power. Motion carried with a roll call vote.

Page 3
April 5, 2021

NEW BUSINESS

1. Discussion - Dog Park Information – This item is for discussion only, staff provided information related to the development of a dog park in the community.
2. Award Design Consultant for Charlotte Street Rehabilitation Project – This is a request to approve the selection of Tait & Associates Engineering as the design consultant for the Charlotte Street Rehabilitation project in order to meet the design schedule required to apply for the 2021 DOLA grant. Motion made by Councilmember Mellon, seconded by Councilmember Young to award Tait & Associates Engineering as the design consultant for the Charlotte Street Rehabilitation project and authorize the Town Manager to sign the Professional Services Contract with Tait & Associates engineering for the Contract amount of \$445,512. Motion carried with a roll call vote.
3. Award Equipment Purchase - Low Point Expansion Project – This is a request to purchase equipment for the Low Point Expansion project. Funds were budgeted and approved for the project. Motion made by Councilmember Berg, seconded by Councilmember Mellon to authorize the Town Manager to sign the purchase agreements necessary for Low Point WWTP expansion equipment as presented for a total not to exceed \$3,085,251. Motion carried with a roll call vote.
4. Change Order for South Storage Water Tank – The project to replace the South Storage Tank roof has increased in cost. Based upon the increase in costs to complete the project, Staff is requesting a change order in the amount of \$256,815. The total cost for the project is \$406,815 which includes a \$15,000 contingency. Motion made by Councilmember Mellon, seconded by Councilmember Young to approve the change order as presented and to complete the South Storage Tank project with a reallocation of Water Funds in an amount not to exceed \$256,815.00. Motion carried with a roll call vote.
5. Pioneer Ridge Disc Golf Course – After the presentation earlier in the evening Council requested to add this item to New Business. Motion made by Councilmember Tallent, seconded by Councilmember Berg to support the installation of a golf disc course at the Town owned Pioneer Ridge Park adjacent to the Pioneer Ridge Elementary School. Motion carried with a roll call vote.

EXECUTIVE SESSION

Motion made by Councilmember Mellon, seconded by Councilmember Berg to go into Executive Session to discuss: (i) a personnel matter pursuant to C.R.S. Section 24-6-402(4)(f) related to the Town Manager evaluation; (ii) matters subject to negotiation and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) related to an economic development project and economic incentives for a potential new retail development; (iii) matters subject to negotiation and to instruct negotiators pursuant to C.R.S. Section 24-6-402(4)(e) related to an economic development project and economic incentives for a potential new business in the Town; and (ii) the sale of real property pursuant to C.R.S. Section 24-6-402(4)(a). Council reconvened the meeting at 11:28 p.m.

ADJOURN

The meeting adjourned at 11:28 p.m.

Mayor

Town Clerk

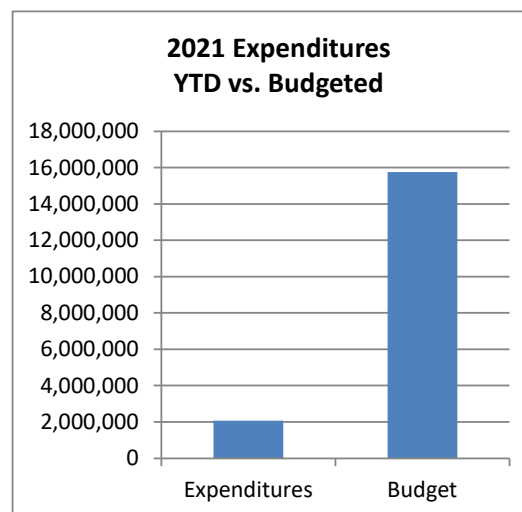
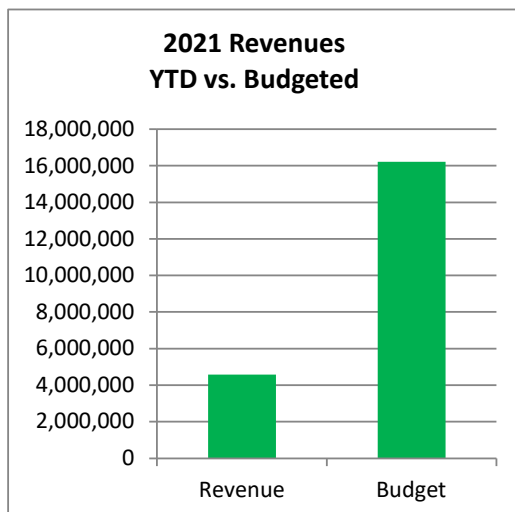
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending Mar 31, 2021
Unaudited

Item #3.

General Fund	2021 Actuals Mar	2021 Adopted Budget	% Complete
Beginning Fund Balance	54,680,888	54,680,888	
Revenues:			
Taxes & Fees	4,013,642	14,917,027	26.9%
Licenses & Permits	435,943	899,350	48.5%
Fines & Forfeitures	39,653	122,000	32.5%
Intergovernmental	(5,613)	40,000	-14.0%
Earnings on Investment	33,933	112,000	30.3%
Miscellaneous Revenue	59,739	121,500	49.2%
Transfers In	-	-	
Total Operating Revenues	4,577,298	16,211,877	28.2%
Expenditures:			
Legislative	544,208	1,675,200	32.5%
Town Manager	75,515	968,280	7.8%
Town Clerk	78,023	413,885	18.9%
Finance	55,405	265,230	20.9%
Planning	133,443	641,740	20.8%
Building Inspections	47,016	259,350	18.1%
Police	761,098	3,765,193	20.2%
Public Works	44,792	214,375	20.9%
Buildings	45,760	312,300	14.7%
Transfers Out	284,414	7,242,457	3.9%
Total Expenditures	2,069,674	15,758,010	13.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,507,624	453,867	
Prior Period Adjustment			
Ending Fund Balance*	57,188,512	55,134,755	

* - Unaudited

25% of the fiscal year has elapsed



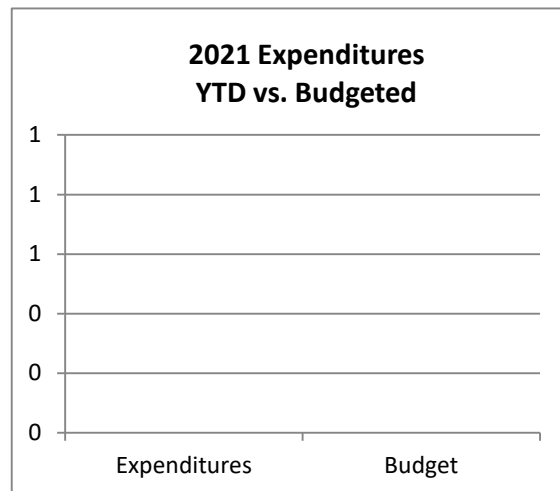
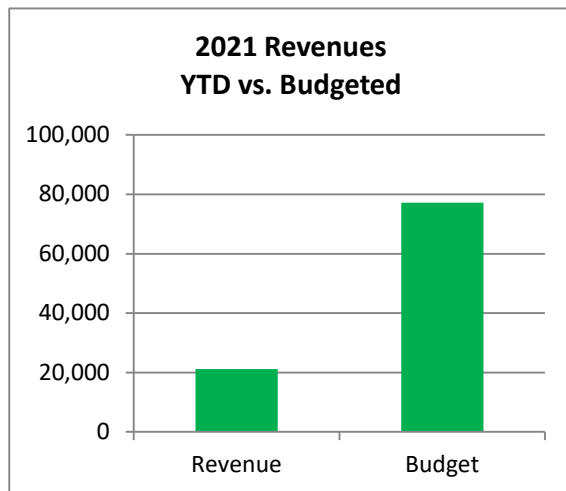
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Conservation Trust Fund	2021 Actuals Mar	2021 Adopted Budget	%
			Complete
Beginning Fund Balance	28,950	28,950	
<u>Revenues:</u>			
Intergovernmental	21,219	77,100	27.5%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	21,219	77,200	27.5%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	21,219	77,200	
Ending Fund Balance*	50,169	106,150	

* - Unaudited

25% of the fiscal year has elapsed



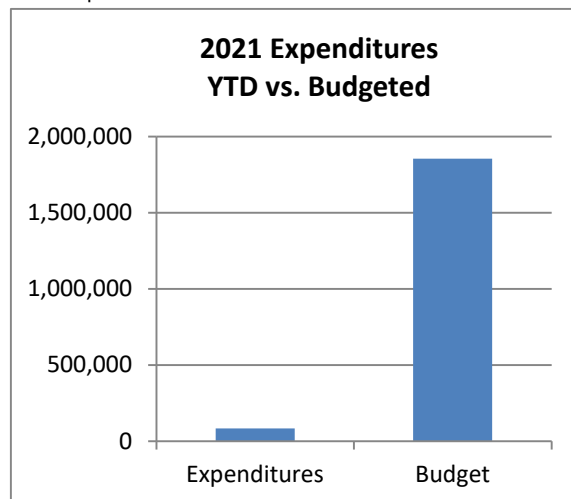
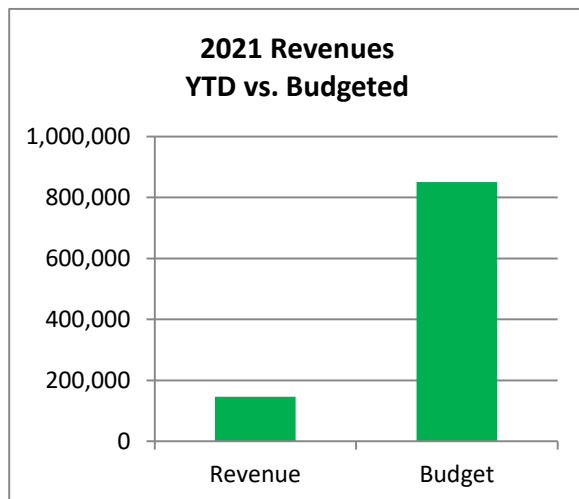
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending March 31, 2021
Unaudited

Item #3.

	2021 Actuals Mar	2021 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	6,695,839	6,695,839	
<u>Revenues:</u>			
Taxes & Fees	135,840	401,910	33.8%
Miscellaneous Revenue	9,835	207,000	4.8%
Transfers In	0	220,000	0.0%
Total Operating Revenues	145,990	850,910	17.2%
<u>Expenditures:</u>			
Operations	80,965	614,410	13.2%
Capital Outlay	4,014	1,240,000	0.3%
Transfers Out	-	-	
Total Expenditures	84,979	1,854,410	4.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	61,011	(1,003,500)	
Ending Fund Balance*	6,756,850	5,692,339	

* - Unaudited

25% of the fiscal year has elapsed



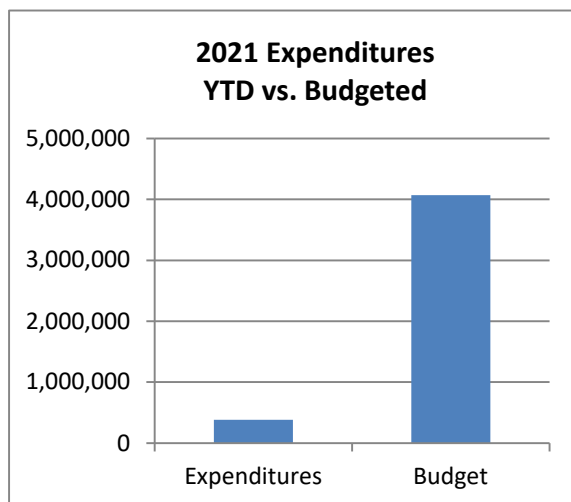
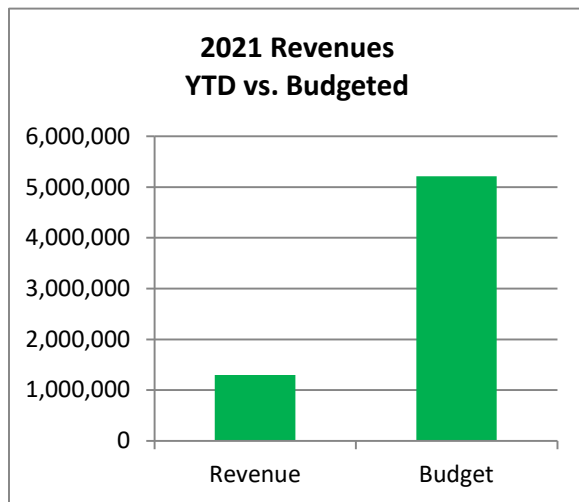
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Street and Alley Fund	2021 Actuals Mar	2021 Adopted Budget	%
			Complete
Beginning Fund Balance	8,763,548	8,763,548	
<u>Revenues:</u>			
Taxes & Fees	728,370	2,838,400	25.7%
Intergovernmental	27,622	1,207,666	2.3%
Charges for Services	185,214	715,477	25.9%
Capital Investment Fees	292,555	420,550	69.6%
Earnings on Investment	862	28,000	3.1%
Miscellaneous Revenues	66,667	-	0.0%
Total Operating Revenues	1,301,290	5,210,093	25.0%
<u>Expenditures:</u>			
Operations & Maintenance	340,174	3,049,400	11.2%
Capital	43,844	1,019,000	4.3%
Total Expenditures	384,019	4,068,400	9.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures			
	917,271	1,141,693	
Ending Fund Balance*			
	9,680,819	9,905,241	

* - Unaudited

25% of the fiscal year has elapsed



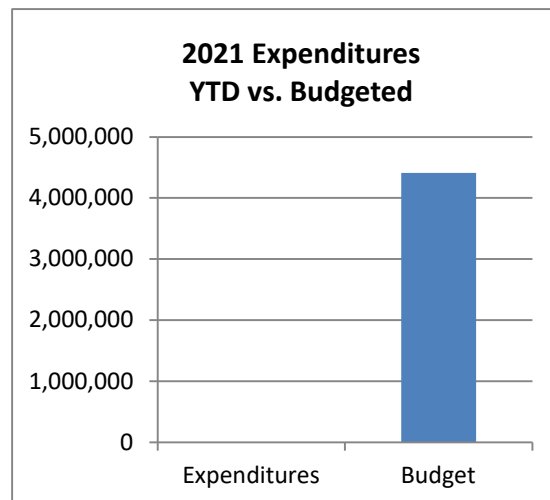
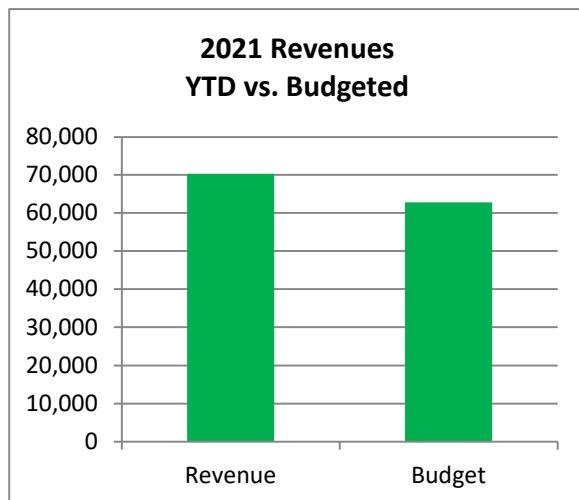
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending March 31, 2021
Unaudited

Item #3.

	2021 Actuals Mar	2021 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	13,119,524	13,119,524	
<u>Revenues:</u>			
Taxes and Fees	69,443	111,940	62.0%
Miscellaneous Revenue	-	-	
Interest	842	36,000	2.3%
Transfers In	-	(85,100)	
Total Operating Revenues	70,285	62,840	111.8%
<u>Expenditures:</u>			
Capital Outlay	3,586	4,410,200	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	3,586	4,410,200	0.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	66,699	(4,347,360)	
Ending Fund Balance*	13,186,223	8,772,164	

* - Unaudited

25% of the fiscal year has elapsed



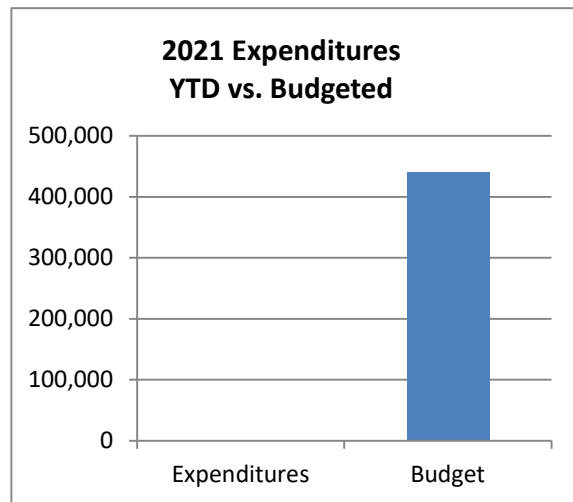
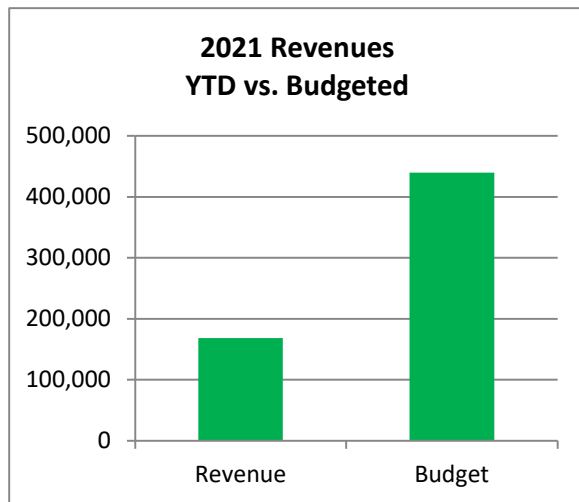
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Tax Allocation Fund	2021 Actuals Mar	2021 Adopted Budget	% Complete
Beginning Fund Balance	0	0	
<u>Revenues:</u>			
Taxes & Fees	168,204	439,900	38.2%
Earnings on Investment	-	100	0.0%
Total Operating Revenues	168,204	440,000	38.2%
<u>Expenditures:</u>			
Miscellaneous	-	440,000	0.0%
Total Expenditures	-	440,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	168,204	-	
Ending Fund Balance*	168,204	-	

* - Unaudited

25% of the fiscal year has elapsed



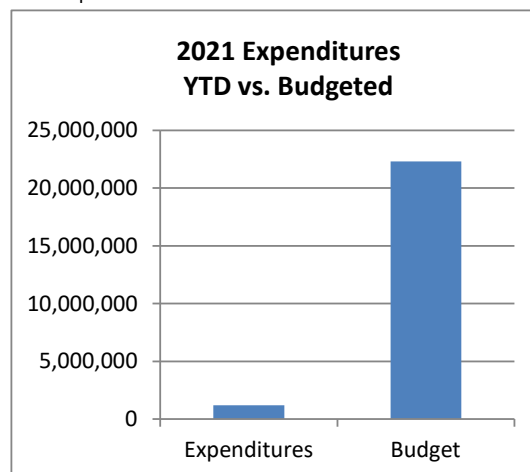
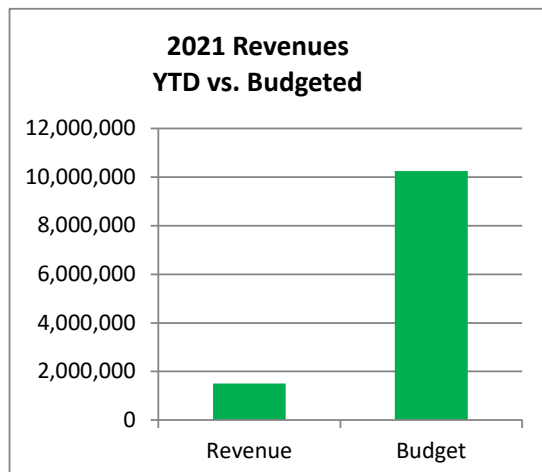
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Water Fund	2021 Actuals Mar	2021 Adopted Budget	%
			Complete
Beginning Cash Balance	21,261,828	21,261,828	
<u>Revenues:</u>			
Charges for Services	771,538	2,902,500	26.6%
Total Operating Revenues	771,538	2,902,500	26.6%
<u>Expenses:</u>			
Administration	38,291	685,300	5.6%
Operations	493,936	1,979,973	24.9%
Capital Outlay	577,725	19,235,000	3.0%
Depreciation	89,108	410,000	21.7%
Transfers Out	-	-	
Total Operating Expenses	1,199,060	22,310,273	5.4%
Operating Income (Loss)	(427,522)	(19,407,773)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	373,222	965,550	38.7%
Capital Investment Fees	324,885	816,294	39.8%
Misc. Revenues	31,950	5,466,500	0.6%
Interest Expense	1,471	95,000	1.5%
Total Non-Operating Revenues (Expenses)	731,527	7,343,344	10.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	304,006	(12,064,429)	
Ending Cash Balance*	21,565,834	9,197,399	

* - Unaudited

25% of the fiscal year has elapsed



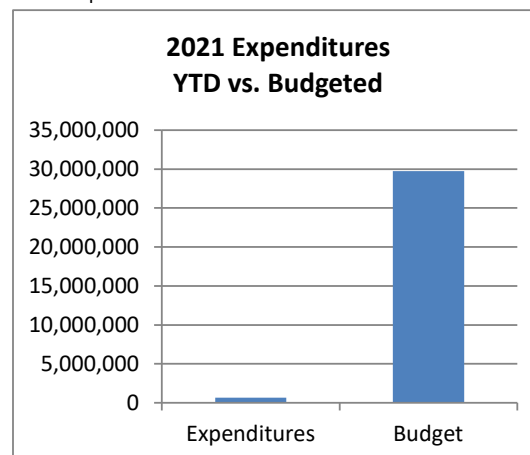
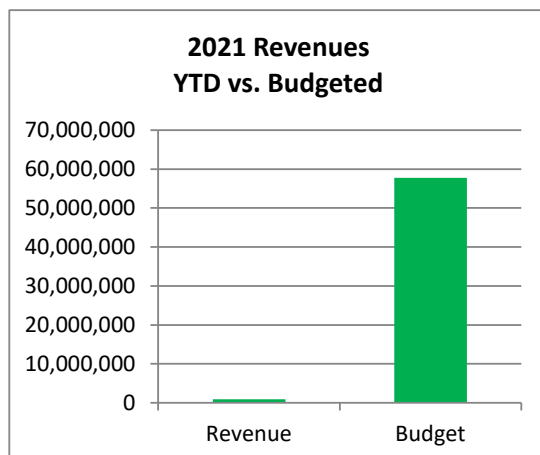
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Sewer Fund	2021 Actuals Mar	2021 Adopted Budget	% Complete
Beginning Cash Balance	8,978,178	8,978,178	
<u>Revenues:</u>			
Charges for Services	662,289	2,123,500	31.2%
Total Operating Revenues	662,289	2,123,500	31.2%
<u>Expenses:</u>			
Administration	36,112	307,200	11.8%
Operations	435,823	1,814,153	24.0%
Capital Outlay	196,711	25,386,600	0.8%
Depreciation	-	235,000	0.0%
Debt Service	-	1,998,069	0.0%
Total Operating Expenses	668,645	29,741,022	2.2%
Operating Income (Loss)	(6,356)	(27,617,522)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	283,050	1,192,000	23.7%
Misc. Revenues	3,800	2,000	190.0%
Interest Expense	328	7,200	4.6%
Debt Proceeds	-	54,450,000	0.0%
Total Non-Operating Revenues (Expenses)	287,178	55,651,200	0.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	280,822	28,033,678	
Ending Cash Balance*	9,259,001	37,011,856	

* - Unaudited

25% of the fiscal year has elapsed



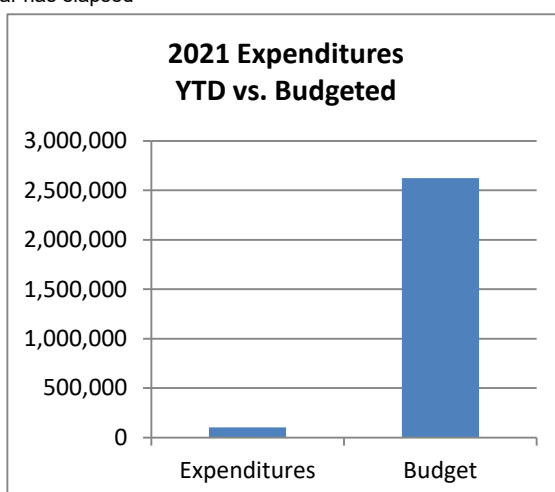
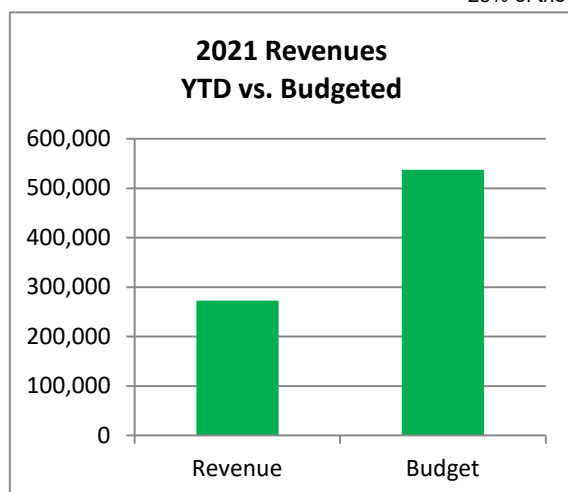
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Drainage Fund	2021 Actuals Mar	2021 Adopted Budget	% Complete
Beginning Cash Balance	3,310,003	3,310,003	
<u>Revenues:</u>			
Charges for Services	117,299	457,200	25.7%
Total Operating Revenues	117,299	457,200	25.7%
<u>Expenses:</u>			
Administration	26,265	144,250	18.2%
Operations	43,692	309,930	14.1%
Capital Improvements	31,933	2,168,750	1.5%
Transfer Out	-	-	
Total Operating Expenses	101,891	2,622,930	3.9%
Operating Income (Loss)	15,409	(2,165,730)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	155,040	75,000	206.7%
Misc. Revenues	-	-	
Interest Expense	211	5,400	3.9%
Total Non-Operating Revenues (Expenses)	155,251	80,400	193.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	170,659	(2,085,330)	
Ending Cash Balance*	3,480,662	1,224,673	

* - Unaudited

25% of the fiscal year has elapsed



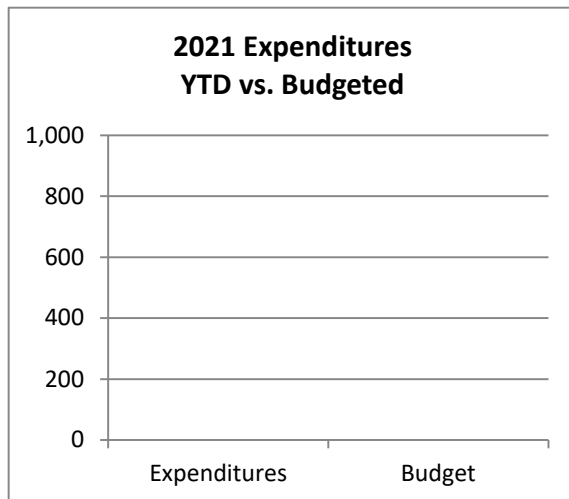
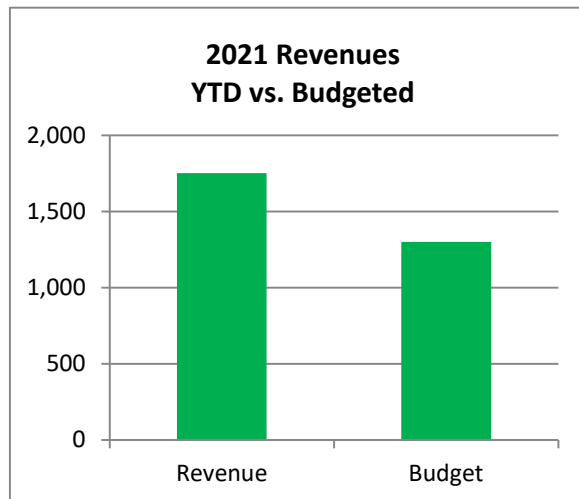
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Cemetery Perpetual Fund	2021 Actuals Mar	2021 Adopted Budget	% Complete
Beginning Fund Balance	147,661	147,661	
<u>Revenues:</u>			
Miscellaneous Revenue	1,736	900	192.8%
Earnings on Investment	15	400	3.8%
Total Operating Revenues	<u>1,751</u>	<u>1,300</u>	134.7%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,751</u>	<u>1,300</u>	
Ending Fund Balance*	<u>149,411</u>	<u>148,961</u>	

* - Unaudited

25% of the fiscal year has elapsed



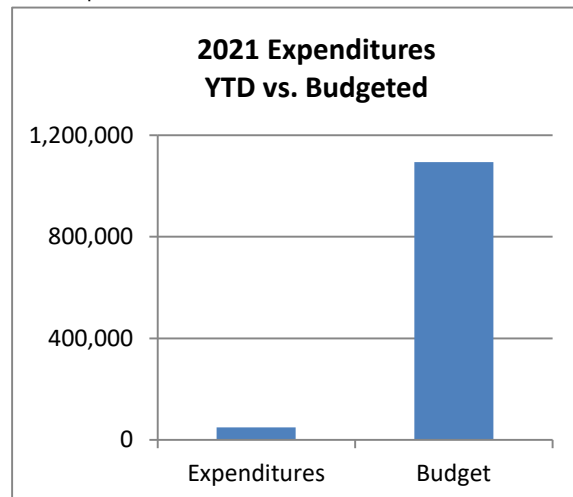
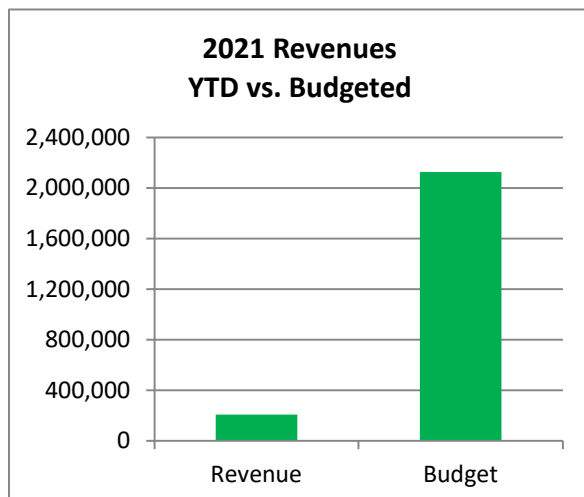
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Library Fund	2021 Actuals Mar	2021 Adopted Budget	% Complete
Beginning Fund Balance	5,252,070	5,252,070	
<u>Revenues:</u>			
Intergovernmental	78,470	703,095	11.2%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	43,624	215,000	20.3%
Interest	28	60,000	0.0%
<i>Transfers In</i>	85,222	1,137,657	7.5%
Total Operating Revenues	207,344	2,126,752	9.7%
<u>Expenditures:</u>			
Operations	49,025	1,094,500	4.5%
Capital Outlay	-	-	0.0%
Total Expenditures	49,025	1,094,500	4.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	158,319	1,032,252	
Ending Fund Balance*	5,410,389	6,284,322	

* - Unaudited

25% of the fiscal year has elapsed



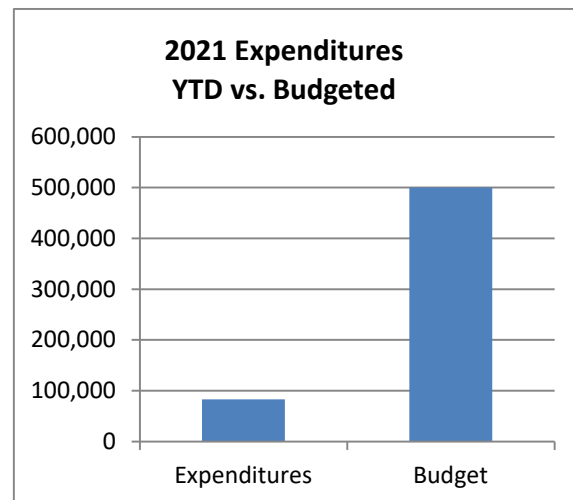
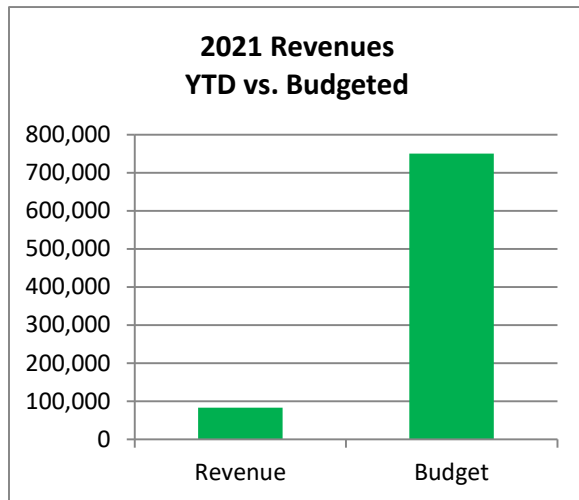
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending March 31, 2021
Unaudited

Item #3.

Recreation Center Fund	2021 Actuals Mar	2021 Adopted Budget	%
			Complete
Beginning Fund Balance	0	0	
<u>Revenues:</u>			
Transfers In	83,333	750,000	11.1%
Earnings on Investment	-	-	
Total Operating Revenues	<u>83,333</u>	<u>750,000</u>	11.1%
<u>Expenditures:</u>			
Operations & Maintenance	83,333	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	<u>83,333</u>	<u>500,000</u>	16.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(0)</u>	<u>250,000</u>	
Ending Fund Balance*	<u><u>(0)</u></u>	<u><u>250,000</u></u>	

* - Unaudited

25% of the fiscal year has elapsed



Town of Johnstown
List of Bills - March 9, 2021 - April 8, 2021

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement	ADM	41,987.62
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire Inc	Tires	PW/PD	977.00
A to Z Elevator Inspections Inc.	Elevator inspection	PW	175.00
Ace Hardware	Supplies	PW	865.24
Adamson Police Products	Uniforms	PD	451.18
AJ'S Backflow Testing LLC	Backflow testing	PW	200.00
All Copy Products, Inc	Printer supplies	PD	3,013.20
Aqua Backflow, Inc.	Cross connection program	PW	80.00
Aqua Engineering	Low Point design	PW	88,315.30
Atlas Business Solutions Inc	Software	PD	604.80
B. H. Enterprises, Inc.	Chemicals	PW	1,022.14
BHA Design Incorporated	Professional services	PW	1,370.00
Browns Hill Engineering & Controls	Network improvements/SCADA	PW	8,730.56
Burns & McDonnell Engineering Co Inc.	Testing	PW	1,119.33
Card Services	Miscellaneous	ALL	5,927.11
Caselle, Inc	Software support	ALL	1,660.00
Cate Brothers Inc.	Hydrant deposit refund/snow removal	PW	2,850.00
CBRE, Inc. - Valuation & Advisory Ser.	Appraisal	ADM	4,750.00
CDR Propane Services, LLC	Propane	PW	3,268.95
Central Square Technologies, LLC	Software	ADM	162.16
Central Weld County Water District	Emergency water	PW	5,375.54
CenturyLink	Phone service	PW	509.06
Cintas	Mat service/supplies	PW	1,295.59
Colorado Analytical Labs	Lab testing	PW	321.00
Colorado Greenbelt Management	Snow removal	PW	1,650.00
Colorado Politics	Subscription	ADM	149.00
Connell Resources, Inc.	CMaR Services	PW	4,625.00
Consolidated Home Supply Ditch &	Hwy 60 waterloop/Professional services	PW	7,760.15
Coren Printing, Inc	Office supplies	PD	117.00
Coyote Ridge Construction Inc.	Hydrant meter deposit refund	PW	1,500.00
Dana Kepner Co.	Water supplies	PW	747.48
Denali Water Solutions LLC	Sludge removal	PW	594.08
Denver Industrial Sales & Services Co	Supplies	PW	1,440.32
DES Pipeline Maintenance, LLC	Emergency sewer collapse	PW	5,225.00
Doug Slocum	Uniform reimbursement	PD	204.37
DPC Industries Inc	Chemicals	PW	12,882.79
Dunaway Excavating Inc.	Hydrant meter deposit refund	PW	1,500.00
DXP Enterprises Inc	Equipment repair	PW	72.50
Envirotech Services, Inc	Ice slicer	PW	8,430.51
Ergomed	Employment screening	ADM/PW	400.00
Fairbank Equipment Inc.	Water parts	PW	16.82
Fastenal	Supplies	PW	193.04
Felsburg Holt & Ullevig Inc	Billback - Engineering Services	ADM	2,125.00
Ferguson Waterworks	Equipment repair	PW	17.50
First Class Security Systems	Fire system monitoring	ADM	626.65
First National Bank	Custodial fees	ADM	1,031.15
Front Range Fire Protection	Backflow testing	PW	595.00
Frontier Business Products	Copier supplies	PW	159.33
Gerrard Excavating Inc.	Hydrant meter deposit refund	PW	1,500.00

Glenn A. Jones Library	Monthly support & 2020 Reconciliation Pmt	ADM	215,568.49
Gopher Excavation, Inc.	Emergency sewer collapse	PW	6,100.00
Grainger, Inc.	Building repairs/supplies	PW	2,171.35
Great Western Railway of CO	Railroad permits CMAr	PW	7,000.00
Greeley Hospital	Sane exam	PD	571.98
Greeley Lock and Key	Fob locks PD/repairs	PD/PW	6,069.70
H & E Equipment Services, Inc.	Lift rental	PW	1,378.14
Hach Company	Supplies	PW	1,171.21
Hays Market Inc	Supplies	ALL	66.48
Helton & Williamsen, P.C.	Professional services	PW	13,461.00
Helton & Williamsen, P.C.	Bill Back - Engineering Services	ADM	4,736.70
Hill & Robbins, PC	Professional services	ADM	2,373.50
Hill & Robbins, PC	Billback - Professional Services	ADM	235.00
Home Depot Pro	Supplies	PW	65.40
Honolulu Poke	Grant	ADM	15,000.00
Honstein Facility Service	Heater repair	PW	1,620.00
IMEG Corp	Billback - Engineering services	ADM	9,440.00
IMEG Corp	Sewer expansion	PW	119,174.26
Infosend, Inc.	Utility bill printing	PW/ADM	2,749.20
Insight North America, LLC	Investment services	ADM	3,029.97
J&D Creations	Uniforms	PW	430.47
J&S Contractors Supply Co.	Plow blades/supplies	PW	2,045.65
Jake Bachman	2021 Facade Grant	ADM	8,468.54
Johnstown Breeze	Publications	ADM	426.10
Johnstown Breeze	Billback	ADM	59.40
Kelly Supply Co	Equipment repairs	PW	198.05
Kinsco, LLC	Uniforms	PD	156.78
Laerie Calibration & Metrology Ser.	Equipment repairs	PW	124.98
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	26,152.82
Law Office of Avi Rocklin LLC	Bill Back - Legal services	ADM	6,622.50
Law Office of Avi Rocklin LLC	Legal services	ADM	5,628.50
Little Thompson Water District	Emergency water	PW	24,409.68
Logan Simpson	Comp plan	ADM	4,936.47
Loveland Barricade LLC	Signs	PW	828.75
Lowe's	Supplies	PW	375.96
Mac Equipment, Inc	Mower	PW	44,054.04
Mares Auto Inc.	Vehicle maintenance	PD/PW	380.27
Mile High Shooting Accessories	Ammunition	PD	1,797.78
Milliken Johnstown Electric	Electrical repair	PW	2,652.79
Moses, Wittemyer, Harrison&Woodruff, PC	Legal services	ADM	390.00
Mountain Valley Floors	Carpet replacement - PD	PD	19,278.10
Municipal Treatment Equipment Inc.	Sewer equipment repair	PW	89.22
Nalco Company LLC	Chemicals	PW	3,664.85
Napa Auto Parts, Inc	Vehicle repair	PW/PD	818.70
Newsom Gamez, Shirley	Senior coordinator mileage	ADM	65.00
Northern Colorado Water	Water review	PW	400.00
Northern Engineering	Professional services	PW	575.00
O.J. Watson Company Inc	Beacons for mower	PW	436.55
Office Depot Business Credit	Office supplies	ALL	1,438.15
Otak	Little T trail	PW	4,014.00
Petty Cash	Supplies/Training	PD	93.62
Pitney Bowes Global	Postage meter lease	PD/ADM	247.50
Platte Land & Water	Easement & TCE	PW	8,195.00
Poudre Valley REA	Utilities	PW	18,966.40

ProCode Inc.	Building inspection services	ADM	15,000.00
Purchase Power	Postage meter	ADM/PD	300.00
Ramey Environmental Compliance Inc.	Contract services & tank repairs	PW	25,759.18
Reflections Signs and Graphics	YMCA construction	YMCA	1,431.40
Reorganized Farmers Ditch Co.	Water assessments	PW	412.50
Rhinehart Oil Co., Inc.	Fuel	ALL	13,326.40
Roberts Excavation Corporation	Contractor snow removal	PW	15,860.00
Royal-T	Sewer cleaning	PW	770.00
S Lazy H Land & Livestock LLC	Water share	PW	206,250.00
Salt Lake Wholesale Sports	Training supplies	PD	267.00
Sam's Club MC/SYNCB	Supplies	ALL	594.35
Security Central, Inc	Alarm monitoring	PW	438.00
Seele, Diana	Supplies reimbursement	ADM	249.99
TANCO Engineering, Inc.	Tank roof repair	PW	98,700.00
TDS	Telephone/internet	ALL	2,591.31
The Gard Lateral Ditch Company	Water assessment	PW	525.00
The Home Depot/GECF	Building supplies	PW	575.89
The Tree Guys LLC	Tree damage cleanup	PW	2,800.00
Thompson Ranch Development	Reimbursement	ADM	35,206.87
TimberLAN	IT professional services	ALL	14,322.00
T-Mobile	Telephone	PD	32.56
UC Health	Blood draw	PD	331.56
UE Compression	Building repairs	PW	626.00
United Power, Inc	Utilities	PW	795.25
USA Bluebook	Supplies	PW	394.69
Utility Notification Center	Locates	PW	1,494.24
Utility Refunds	Utility refunds	ADM	1,280.49
Verizon Wireless	Cell phones	PW/PD	6,677.75
Wagner Equipment Co.	Generator repairs/service	PW	688.00
Waste Management	Trash services	PW	125,163.50
Weld County Clerk & Recorder	Recording costs	ADM	600.00
Weld County Dept of Public	Lab services	PD	690.50
Windstream	Telephone/Internet	ALL	1,091.04
Winters, Hellerich & Hughes, LLC	Prosecuting attorney services	ADM	5,625.00
Workwell Occupational Medicine	Professional services	PW	42.50
WR Investment, LLC	Reimbursement Agreement	ADM	23,000.00
Xcel Energy	Utilities	ALL	59,759.57
YMCA of Northern Colorado	FY2020 Final Payment/Operating Subsidy	YMCA	176,698.67
Yost Cleaning	Monthly cleaning service (Mar & Apr)	ALL	5,778.00
			<u>1,676,666.43</u>



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: A Memorandum of Understanding for Prequalified Building Departments for Public School Construction

ATTACHMENTS: 1. Memorandum of Understanding for Prequalified Building Departments for Public School Construction

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Memorandum of Understanding of Prequalified Building Inspections for Public School Construction. This document pursuant to CRS Sections 22-32-124 and 23-71-122 provides that municipalities and prequalified building departments (PBD) have the ability to perform the building inspections within their jurisdiction for public schools. This has the ability to expedite the process and create a stronger partnership between the public schools and the municipality.

We have been requested by the agents representing Weld County RE-5J to consider this MOU to perform the necessary building inspections for the construction of the new elementary school and high school. Notwithstanding this agreement, final determination on utilizing local or the State's inspection services will reside exclusively with the school district. Additionally, the fees associated with these inspections would be administratively modified to mirror those of the State fees with the exception of a plan review fee and the standard water and sewer fees which would be applicable based on the location and tap sizes. It is recommended that this MOU be approved and forwarded on to the State for final execution.

LEGAL ADVICE:

The Town Attorney has reviewed the MOU as presented.

FINANCIAL ADVICE:

Not Applicable.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

**MEMORANDUM OF UNDERSTANDING
FOR PREQUALIFIED BUILDING DEPARTMENTS
FOR PUBLIC SCHOOL CONSTRUCTION**

Pursuant to C.R.S. §§ 22-32-124 and 23-71-122

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____ 2021, between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“Division”), 690 Kipling Street, Lakewood, Colorado 80215 and the Town of Johnstown, a Colorado home rule municipal corporation (“PBD”), collectively referred to as the (“Parties”).

1. RECITALS

1.1 Background

- A. Colorado Revised Statutes (“C.R.S.”) §§ 22-32-124 and 23-71-122 require that all buildings and structures be constructed in conformity with the building and fire codes adopted by the Director of the Division of Fire Prevention and Control in the Department of Public Safety. To assure that a building or structure is constructed pursuant to the above, the Division shall conduct the necessary plan reviews and inspections, except, at the request of the affected board of education, the state charter school institute, the charter school, or the affected junior college district, the Division may delegate this responsibility to the appropriate prequalified building department of a county, town, city or city and county or to the appropriate fire department, in the location of the building or structure.
- B. After the Division has reviewed the application and determined that the appropriate building department has plan reviewers and inspectors that have the necessary education, training, and experience, the Division may issue and execute a memorandum of understanding between the local jurisdiction and the Division to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, issue temporary certificates of occupancy, and take enforcement action in relation to the building and fire codes adopted by the Division to ensure that a building or structure has been constructed in conformity with Public School Construction Regulations, 8 Code of Colorado Regulations Title (“C.C.R.”) 1507-30.

1.2 Purpose

The purpose of this MOU is:

- a) For the Division to prequalify the building department to conduct necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy to ensure that a building or structure constructed pursuant to C.R.S. §§ 22-32-124 (1) and (1.5), and 23-71-122 (1) (v) (I) through (VII) has

been constructed in conformity with the building and fire codes adopted by the director of the Division;

- b) For the prequalified building department to perform code reviews on building and mechanical plans, issue building permits, perform building inspections and issue certificates of occupancy for school construction projects;
- c) To identify each Party's responsibilities for ensuring the construction of safe schools within the State of Colorado through compliance with C.R.S. §§ 22-32-124 and 23-71-122, and promulgated rules and regulations;
- d) To formalize the cooperative working relationships between the Parties; and
- e) To provide procedures for communications, exchange of information and resolution of problems, as necessary, to carry out this MOU and the provisions of promulgated rules and regulations.

2. DEFINITIONS

2.1 "Director" means the Director of the Division of Fire Prevention and Control within the Department of Public Safety, or the Director's designee.

2.2 Authority Having Jurisdiction ("AHJ") means a city, town, county, Colorado political subdivision, or city and county or any other local government entity having authority to regulate building construction within its jurisdictional territory.

2.3 Prequalified Building Department ("PBD") means an AHJ or an agent thereof that has met the Division's certification standards for prequalification as a building department to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy, and has executed this MOU with the Division.

2.4 "Certificate of Occupancy" means an official document issued by the Division or the PBD for a public school allowing use or occupancy of the building or structure by the school district or by the institute charter school or junior college district.

3. RESPONSIBILITIES

The responsibilities of the Parties are as follows:

3.1 Responsibilities of the Division:

The Division shall:

- a) Adopt nationally recognized codes and standards as promulgated by Rules in 8CCR 1507-30.

- b) Ensure that the necessary plan reviews, inspections, quality control, and quality assurance checks are performed in compliance with the statutes, rules, and regulations of the Division.
- c) Prequalify the building department as having executed an MOU and has met the required certification standards in 8 CCR 1507-30.
- d) Issue and maintain a list of persons the Division has approved as authorized to conduct plan reviews, inspections, and issue certificates of occupancy for public school construction projects. This list of authorized PBD persons is included and incorporated herein by reference as Appendix A of this MOU.
- e) Ensure that copies of the PBD building plans are sent to the appropriate fire department and the Division for review of fire safety issues.
- f) Rescind this “prequalified” status and terminate the terms of the MOU if the PBD fails to comply with this MOU, C.R.S. §§ 22-32-124 and 23-71-122, or the rules and regulations of the Division.
- g) Allow the PBD to take enforcement action against a board of education, state charter school institute, charter school or junior college district in relation to the nationally recognized codes and standards adopted in 8 CCR 1507-30.

3.2 Responsibilities of the PBD.

The PBD shall:

- a) Conduct the necessary plan reviews and inspections, issue building permits, perform all necessary inspections including final inspections, and issue certificates of occupancy to a building or structure that has been constructed in conformity with the nationally recognized codes and standards adopted in 8 CCR 1507-30. The affected board of education, state charter school institute, charter school or junior college district, at its own discretion, may opt to use the PBD that has entered into this MOU with the Division.
- b) Take enforcement action against a board of education, state charter school institute, charter school or junior college district that has violated the nationally recognized codes and standards adopted in 8 CCR 1507-30.
- c) Verify that the construction project is inspected by a state electrical inspector, per C.R.S. § 12- 23-116, notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own electrical code and inspection authority, any electrical installation in any new construction or remodeling or repair of a public school.

- d) Verify that the construction project is inspected by a state plumbing inspector, per C.R.S. § 12-58-114.5, notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own plumbing code and inspection authority, any plumbing or gas piping installation in any new construction or remodeling or repair of a public school.
- e) Only use persons within their building department that are listed as authorized by the Division to work on board of education, state charter school institute, charter school or junior college district construction projects. This authorized list of persons is attached as Appendix A.
- f) Cause copies of the building plans to be sent to the certified fire department and the Division for review of fire safety issues.
- g) Issue the necessary Certificate of Occupancy prior to use of the building or structure by the board of education, state charter school institute, charter school or junior college district, if the building or structure is in conformity with the building and fire codes and standards adopted in 8 CCR 1507-30, and if the affected fire department or the Division certifies that the building or structure is in compliance with the fire code adopted by the Division in 8 CCR 1507-30.
- h) Issue a Temporary Certificate of Occupancy to allow the board of education, state charter school institute, charter school or junior college district to occupy the buildings and structures, if all inspections are not completed and the building requires immediate occupancy, and if the board of education, state charter school institute, charter school or junior college district has passed the appropriate inspections that indicate there are no life safety issues.
- i) Verify that inspections are complete and all known violations are corrected before the board of education, state charter school institute, charter school or junior college district is issued a Certificate of Occupancy. Inspection records shall be retained by the PBD for two years after the Certificate of Occupancy is issued.
- j) Set reasonable fees and may collect these fees to offset actual, reasonable, and necessary costs of plan review and inspection of board of education, state charter school institute, charter school or junior college district construction projects. The board of education, state charter school institute, charter school or junior college district shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.
- k) In conjunction with the Division, set a date for a hearing as soon as practicable before the board of appeals in accordance with C.R.S. § 24-33.5-1213.7, and the rules adopted by the Division pursuant to C.R.S. § 24-4-105, if the PBD and the board of trustees of a board of education, state charter school institute, charter school or junior college district disagree on the interpretation of the codes and standards of the Division.

- l) Comply with the written final agency decision of the appeals board for the purposes of C.R.S. § 24-4-106.
- m) Have the sole discretion to accept a public school construction project submitted to the PBD by the school district for plan reviews, inspections, issuance of building permits and certificates of occupancy, and other duties as set forth in this MOU.

4. ACCESS TO INFORMATION

Each Party shall, to the extent allowed by law, make available to each other, at no cost, information regarding board of education, state charter school institute, charter school or junior college district construction projects within its possession. Requests for information shall not impose an unreasonable resource burden on the other Party.

5. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signature by the Director of the Division and shall be valid for three (3) years from the effective date, unless previously modified or terminated in writing by one of the Parties pursuant to the terms of this MOU.

6. TERMINATION

Either party may terminate the MOU upon thirty (30) days written notice; however, if the PBD accepts a public school construction project for review pursuant to this MOU, the PBD may not terminate this MOU until project completion and issuance of a Certificate of Occupancy. If the PBD fails to comply with the terms and conditions of this MOU or the rules and regulations of the Division, the Division may take enforcement action pursuant to C.R.S. § 24-33.5-1213 and may terminate this MOU immediately. An amendment may be mutually agreed upon in writing by the Parties prior to the termination date of this MOU to allow for project completion and issuance of a Certificate of Occupancy.

7. MODIFICATIONS AND AMENDMENTS.

This MOU is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this MOU as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless such modification is agreed to in writing by both Parties in an amendment to this MOU that has been previously executed and approved in accordance with applicable law.

8. ADDITIONAL PROVISIONS

8.1 Legal Authority

The Parties warrant that each possesses actual, legal authority to enter into this MOU. The Parties further warrant that each has taken all actions required by its applicable law, procedures,

rules, or bylaws to exercise that authority, and lawfully authorize its undersigned signatory to execute this MOU and bind that Party to its terms. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of that Party.

8.2 Notice of Pending Litigation

Unless otherwise provided for in this MOU, the PBD shall notify the Division within five (5) working days after being served with a summons, complaint or other pleading in a case which involves any services provided under this MOU and which has been filed in any federal or state court or administrative agency. The PBD shall immediately deliver copies of any such documents in accordance with the notice procedures in Section 8.5. of this MOU.

8.3 Assignment and Successors

The PBD agrees not to assign rights or delegate duties under this MOU, or subcontract any part of the performance required under the MOU, without the express, written consent of the Division.

8.4 Adherence to Applicable Laws

At all times during the term, performance, or execution of this MOU, the PBD shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

8.5 Notice Procedure

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

APPROVED PBD:

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80534
970-587-4664

and

Jonathan Gesick
Building Official
Town of Johnstown
450 S. Parish Avenue
Johnstown, Colorado 80534
970-305-3161

DEPARTMENT OF PUBLIC SAFETY:

Tammy Lichvar

Procurement Director
 Colorado Department of Public Safety
 700 Kipling St, 3rd Floor
 Lakewood, CO 80215
 (303) 239-5888

DEPC:
 Michael Morgan
 Director
 Division of Fire Prevention and Control
 690 Kipling Street, Suite 2000
 Denver, CO 80215
 (303) 239-4600

8.6 Entire Understanding

This MOU is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

8.7 Independent Contractor

No principal, agent, or employees of one Party shall be nor shall be deemed an agent or employee of the other Party.

8.8 Governmental Immunity Act

No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, as applicable, as now or hereafter amended.

8.9 Insurance

If the PBD is a “public entity” within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, *et seq.*, as amended (“Act”), the PBD shall at all times during the term of this MOU maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the Division, the PBD shall show proof of such insurance satisfactory to the Division.

9. APPROVALS

***Persons signing for the PBD hereby swear and affirm that they are authorized to act on the PBD's behalf and acknowledge that the Division is relying on their representations to that effect.**

Department of Public Safety
Division of Fire Prevention and Control

PBD Name
Town of Johnstown

Michael Morgan
Director,
Division of Fire Prevention and Control
Date:_____

Matthew LeCerf
Town Manager, Town of Johnstown

Date:_____

APPENDIX A
LIST OF APPROVED PERSONS

Jurisdiction: Town of Johnstown

Date: _____, 2021

The specific duties of persons approved by the Division to perform plan review and inspections on public school construction projects delegated through this MOU are listed below. The PBD shall only use persons within their building department that have been authorized by the Division to work on public school construction projects. Inspectors for plan review and construction inspections shall be certified by the International Code Council, the National Fire Protection Association, or another similar national organization or have equivalent qualifications, as determined by the Director of the Division.

Jonathan Gesick – Building official, Plan Review and Inspections

Tori Tomasino – Plan Review and Inspections

Kelly Dykstra – Plan Review and Inspections

Tyler Drage – Deputy Fire Chief - Fire Marshal/Emergency Manager



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: Budget Amendment and Supplemental Appropriations for 2020 Library Budget

ATTACHMENTS: 1. Resolution 2021-10

PRESENTED BY: Mitzi McCoy, Finance Director

AGENDA ITEM DESCRIPTION:

The Town Council adopted the 2020 Budget on December 9, 2019. The adopted budget for the Library Fund included revenues and transfers totaling \$1,879,876 and expenses of \$1,589,915, which included \$550,000 for interior building improvements and \$100,000 for landscaping improvements. In 2020, the Library Board approved a budget amendment in the amount of \$750,763, as the cost associated with the improvements were higher than anticipated. The Library Fund does have adequate revenues and reserves to cover the increased expenses.

LEGAL ADVICE:

The Budget Amendment Resolution has been drafted by the Town Attorney.

FINANCIAL ADVICE :

A budget amendment and supplemental appropriation will allow the Library to complete the year within approved budget amounts.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

RESOLUTION 2021-10

A RESOLUTION, AMENDING THE FISCAL YEAR 2020 BUDGET AND APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF JOHNSTOWN.

WHEREAS, on December 9, 2019, the Town Council, adopted by Resolution No. 2019-28, the Fiscal Year 2020 Budget (“2020 Budget”), and;

WHEREAS, the Town Council of the Town of Johnstown has received a recommendation from the Library Board to revise the 2020 spending plan for the Library Fund, and the Town has certified that there are revenues available for appropriation in excess of those estimated in the 2020 Budget, and;

WHEREAS, projects have been evaluated and expenditures are being adjusted for the 2020 capital budget, and;

WHEREAS, the Town Council agrees to modify appropriated expenditures for the 2020 Budget, ensuring the budget will be in balance and that authorized budgeted expenditures are amended, as required by law, and;

WHEREAS, money is available in the Library Fund in the form of unappropriated or unrestricted reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE Town Council of the Town of Johnstown, Colorado:

Section 1. Library Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2020 Budget Library Fund appropriations is increased from \$1,589,915 to \$2,340,678 for the purpose of defraying additional expenses.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

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.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 19th DAY OF APRIL, 2020.

TOWN OF JOHNSTOWN

BY: _____
Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: Second Reading: Ordinance No. 2021-195, an Ordinance to Renew an Electric Utility Franchise Agreement Between the Town of Johnstown, Colorado and United Power Inc.

ACTION PROPOSED: Consider Final Approval of Ordinance No. 2021-195

ATTACHMENTS: Franchise Agreement with United Power

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a franchise agreement renewal between the Town of Johnstown and United Power Inc. Some of the highlights related to this franchise agreement include the following:

- The franchise provided is non-exclusive to United Power for the use of our right of ways.
- The term outlined in the franchise agreement, is for a 20-year period.
- The establishment of a franchise fee of 3% on all sales of electric power to customers within the Town.
- There is a most favored party clause, which allows that any changes that are provided to other local governments that United Power has a franchise agreement with and the local government receive a benefit better than our benefits within our community and in the agreement, they will allow the Town to receive that same benefit.

Staff recommended approval of this franchise agreement upon first reading which will allow United Power to continue providing service to its customers within the Town of Johnstown, and utilize our right of ways and easements for the purposes of providing electric utility service.

LEGAL ADVICE:

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

The Town Attorney prepared the ordinance as presented and was directly involved with the negotiations of the franchise agreement.

FINANCIAL ADVICE:

Not applicable at this time.

RECOMMENDED ACTION: Approve the Ordinance as presented upon second reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-195**

**AN ORDINANCE APPROVING ELECTRIC UTILITY FRANCHISE
AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND
UNITED POWER, INC.**

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

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, the Town Council desires to enter into an Electric Utility Franchise Agreement ("Franchise Agreement") with United Power, Inc., a Colorado not-for-profit electric cooperative ("United Power"), for the provision of electric utility services to the portion of the Town that the United Power is certified to serve ("Service Area") and to its residents; and

WHEREAS, the Franchise Agreement, attached hereto and incorporated herein by reference as **Exhibit A**, contains, among others, the following provisions:

- A. Grants to the United Power the non-exclusive right to make reasonable use of Town streets, public utility easements and other public places, subject to the terms and conditions contained therein: (1) to provide electric utility service to the Service Area and its residents and (2) to acquire, construct, install, locate, maintain, operate, and to access, extend into, within, and through the Town the facilities reasonably necessary for the United Power to furnish, sell and distribute electricity within and through the Service Area;
- B. Specifies that the franchise shall be effective for a term of twenty (20) years from its effective date; and
- C. Sets a franchise fee of three percent (3%) of the United Power's revenues, as defined therein.

WHEREAS, the Town Council finds that the passage of this Ordinance is in the best interests of the Town of Johnstown.

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

Section 1. The Electric Utility Franchise Agreement between the Town of Johnstown and United Power, Inc., a Colorado not-for-profit electric cooperative, attached hereto and incorporated herein by reference as **Exhibit A**, is hereby approved, subject to the condition set forth in Section 2.

Section 2. Pursuant to Article IV of Chapter 5 of the Johnstown Municipal Code, United Power shall pay all expenses associated with the negotiation and execution of the Franchise Agreement.

Section 3. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Johnstown and that it is promulgated for the health, safety and welfare of the public. This Ordinance bears a rational relationship to the proper legislative object sought to be obtained.

Section 4. 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 5th day of April, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Diana Seele
Diana Seele, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

**ELECTRIC UTILITY FRANCHISE AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN, COLORADO
AND
UNITED POWER, INC.**

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ARTICLE 1: DEFINITIONS

1.1 Short Title. This agreement shall be known as the Town of Johnstown/United Power Electric Franchise Agreement (“Franchise, Franchise Agreement, or Agreement”).

1.2 Definitions. For the purpose of this Franchise, the following words and phrases shall have the meaning given in this article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” or “will” are mandatory and “may” is permissive. Words not defined in this article shall be given their common and ordinary meaning.

“**Commission**” or “**CPUC**” means the Colorado Public Utilities Commission.

“**Council**” or “**Council Members**” means the governing body of the Town of Johnstown.

“**Electric Distribution Facility**” means that portion of United Power’s electric system, which delivers electricity from the substation breakers to United Power’s meters including all devices connected to that system.

“**Electricity**” and “**Electric Service**” means all electric energy and electric service provided to customers located within the Town, including street lighting and traffic signal services.

“**Emergencies**” means an event that directly influences the ability to provide service or is life threatening.

“**Energy Conservation**” means the decrease in energy requirements of specific customers during any selected time period, with end-use services of such customers held constant.

“**Energy Efficiency**” means methods of energy conservation, reduced demand or improved load factors resulting from hardware, equipment, devices, or practices that are installed or instituted at a customer facility.

“Facilities” means all physical components of United Power which are deemed necessary by United Power to provide electricity within and through the Town for transportation, distribution and sale of electricity and include, but are not limited to, plants, works, systems, substations, transmission and distribution structures, lines, street lighting fixtures, equipment, conduit, transformers, underground lines, meter reading devices, communications and data transfer equipment, wireless facilities and equipment (which are properly permitted by the Town to be in a Town right-of-way), wires, cables, poles, and building structures.

“Party” or **“Parties”** refers to and includes United Power and the Town, either singly or collectively as the context requires.

“Private Project” refers to any project which is not covered by the definition of “Public Project.”

“Public Project” refers to (1) any public work or improvement within the Town that is wholly owned or wholly funded by the Town; or (2) any public work or improvement within the Town where fifty percent (50%) or more of the funding is provided by any combination of the Town, the Federal government, the State of Colorado, the County of Weld other entities established under Titles 29, 31 and 32 of the Colorado Revised Statutes.

“Renewable Resource” refers to any facility, technology, measure, plan or action utilizing a renewable “fuel” source such as wind, solar, biomass, geothermal, municipal, animal, waste-tire or other waste, or hydroelectric generation of twenty megawatts or less, including any eligible renewable energy resource as defined in § 40-2-124(1)(a), C.R.S., as the same shall be amended from time to time.

“Residents” means all persons, businesses, industry, governmental agencies and any other entity whatsoever, presently located or which are hereinafter located, in whole or in part, within the territorial boundaries of the Town of Johnstown.

“Revenues” means those amounts of money, which United Power bills for the sale of electricity under authorized rates to residents and any other sums that are generated by United Power from the use of its Facilities located within the Streets and Public Utilities easement. The word “revenue” does not include any other receipts including, but not limited to, receipts from the Town or any other person or entity, pole attachment revenue, disconnect/reconnect charges or late payment charge, right-of-way fees imposed by the Town (UP shall not be entitled to collect right-of-way fees absent written authorization from the Town), or permit charges, as “Revenues” consists of only receipts of money from the sale of electricity to Residents.

“Service Area” means the area within the Town of Johnstown that United Power is certified to serve by the CPUC.

“Streets and Public Places” means streets, alleys, viaducts, bridges, highways, avenues, boulevards, roads, lanes, public and private (to the extent permitted by law) rights-of-way, easements, and places suitable for the placement of Facilities that are located in the Town.

“Street Lighting Facilities” refers to all United Power Facilities necessary to provide street lighting service.

“Street Lighting Service” refers to the illumination of streets and other Town property by means of United Power-owned non-ornamental street lights and United Power-owned ornamental street lights located in the Town or along the streets adjacent to the Town limits thereof, supplied from United Power’s overhead or underground electric distribution system.

“Tariff” or **“Tariffs”** shall mean the rules, regulations and rates which apply to United Power’s provision of electric service to its customers as implemented by United Power. To the extent Colorado law allows the CPUC regulation over the distribution of electric service by United Power, such regulations validly implemented would also apply to the distribution of electric service under this Agreement.

“Town” means the Town of Johnstown, a Colorado home rule municipal corporation, located in Weld and Larimer Counties, Colorado.

“Town Manager” means the Town Manager of the Town of Johnstown, and any agent, representative, officer or employee of the Town designated by the Town Council Members or the Town Manager to act as the official Town representative with the authority to act on behalf of the Town under this Franchise.

“Town Property” refers to the surface, the air space above the surface and the area below the surface of any property owned or controlled by the Town or hereafter held by the Town, which would not otherwise fall under the definition of “Streets.”

“Town Streets” or **“Streets”** means the roads, streets and associated right-of-way easements owned or controlled by the Town.

“Traffic Facilities” refers to any Town-owned or authorized traffic signal, traffic signage or other traffic control or monitoring device, equipment or facility, including all associated controls, connections and other support facilities or improvements, located in any streets or other Town property.

“Traffic Signal Lighting Service” refers to the furnishing of electricity from United Power’s distribution system for use in traffic facilities pursuant to the rules and regulations relating to such service in United Power’s Tariffs.

“Utility Easement” refers to any easement over, under, through, or above public or private property, lawfully acquired by, used by, or dedicated to the use of United Power, its predecessors in interest, or other public or private utility companies for the placement of public or private utility facilities including, but not limited to, United Power Facilities. Utility Easement shall not include any easement for the use of United Power that is located within the Streets.

“United Power” means United Power, Inc. of Colorado, a Colorado not-for-profit electric cooperative, and its successors and assigns, but does not include its affiliates, subsidiaries, or any other entity in which it has an ownership interest.

ARTICLE 2: GRANT OF FRANCHISE

2.1 Grant of Franchise. The Town hereby grants to United Power, for the period specified herein, and subject to the conditions, terms and provisions contained in this Agreement and United Power Tariffs (which are included within this Agreement), a non-exclusive right to furnish, sell and distribute electricity within the Town, to the Town, and to all Residents of the Town within United Power’s Service Area as specified by the CPUC. Subject to the conditions, terms and provisions contained in this Agreement, the Town also hereby grants to United Power an non-exclusive right to acquire, construct, install, locate, maintain, operate, and to access, extend into, within, and through the Town and Town Property, all Facilities reasonably necessary to furnish, sell and distribute electricity within the Service Area, and as may be necessary to carry out the terms of this Agreement; subject to the Town’s prior right of usage for and subject to the Town’s reasonable exercise of the police powers including, but not limited to, zoning, subdivision, permit, and building code requirements. These rights shall extend to all areas of the Town and Town Property within United Power’s Service Area as specified by the CPUC, as the Town is now constituted, and to additional areas as the Town may increase in size by annexation or otherwise in said service area. The Town and United Power do not waive any of their rights under the statutes

and Constitution of the State of Colorado and the United States, except as otherwise specifically set forth herein. The rights granted in this Franchise will include the right to provide Street Lighting Service and Traffic Signal Lighting Service to the Town, for which the Town will pay in accordance with its agreement with United Power or its established Tariffs. These rights shall extend to all areas of the Town within United Power's Service Area, as it is now constituted, and to additional areas as the Town may increase in size by annexation or otherwise within United Power's Service Area.

2.2 Effective Date and Term of Franchise. This Franchise shall be effective as of the effective date of the ordinance adopting the same and shall supersede any prior franchise grants to United Power by the Town, and shall supersede the provisions of Article II, Chapter 5 of the Johnstown Municipal Code. The term of the Franchise shall be twenty (20) years unless extended by mutual agreement of the Parties. This Franchise is not intended to revoke any prior license, grant, or right to use the Streets or other Town Property and such licenses, grants or rights of use are hereby affirmed. Such rights shall hereafter be governed by the terms of this Franchise. Any events occurring prior to the effective date of this Agreement shall be construed under the agreement in place as of the date of any such event except that any provisions relating to undergrounding of distribution lines shall be construed under this Agreement. All undergrounding fund balances in existence and work-in-process on the date this Franchise Agreement becomes effective shall carry forward unaffected by this transition and as provided generally herein.

2.3 Financial Responsibility.

(A) At the time of presentation of the letter accepting the terms of this Franchise, United Power shall submit to the Town certificates of insurance to demonstrate that United Power has the following insurance coverage to meet its obligations under the Franchise

Agreement: worker's compensation insurance, comprehensive general liability and automobile liability insurance. The Town shall be listed as an additional listed insured for the comprehensive general liability insurance. United Power shall continuously maintain such coverage during the term of the Franchise, and the certificates of insurance shall be kept current by annual revisions as of January 1 during the term of the Franchise. The Town reserves the right to request and receive a copy of an insurance certificate(s) from United Power's insurers, demonstrating the placement of the coverage required hereunder. The Town may require, from time to time, and United Power agrees to provide, additional reasonable funding of United Power's indemnification obligations as a self-insured, if United Power is acting as a self-insured. Nothing herein contained shall create any right in any third party or cause the Town to be liable to any party for a failure so to act.

(B) The parties hereto understand and agree that the Town, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Franchise Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

2.4 Notice of Boundary Changes.

(A) United Power will provide the Town with a map defining the current United Power Service Area within the Town within thirty (30) days of the execution of this Agreement and will transmit the map as an attachment to a letter from United Power to the Town Manager.

(B) United Power will notify the Town within thirty (30) days of any changes in boundaries of United Power Service Area in the Town. Such notice will be in written form

addressed to the Town Manager and will transmit the map as an attachment defining the new boundaries, if requested.

(C) The Town will notify United Power of a proposed annexation by publication of the Town Council's resolution finding the petition for annexation to be in substantial compliance with the statutory requirements in a local newspaper. The Town shall thereafter endeavor to notify United Power of final approval of all annexations of land into the Town which occur within United Power's service area, after the effective date of the annexation. Upon actual notice received by United Power of the effective date of the annexation, United Power shall begin billing and collecting Franchise Fees from customers in the newly annexed area to the Town's account for payment to the Town pursuant to this Agreement. United Power shall not be deemed to be in breach of this Agreement if, upon due diligence, it was not aware of the effective date of the annexation. In such case, United Power shall remit Franchise Fees previously collected from customers in the newly annexed area to the Town's account for payment to the Town pursuant to this Agreement.

2.5 Conditions, Limitations and Exclusions.

(A) The right to use and/or occupy public streets, alleys, viaducts, bridges, roads and public places for the purposes set forth herein is not, and shall not be deemed to be an exclusive Franchise, and the Town reserves the right to itself to make or grant a similar use of public streets and other public places to any other person, firm or corporation. The right to make reasonable use of Town streets and other public property to provide electric service to the Town and its residents under the Franchise is subject to and subordinate to any Town usage of said streets or other public property.

(B) Nothing contained in this Franchise shall be construed to authorize United Power to engage in any activities requiring a license or permission from the Town other than the provision of electric service without first obtaining such license, permit, or permission. This Agreement does not grant United Power the right, privilege, or authority to engage in the cable television business, but does not prohibit joint use agreements between United Power and cable television companies for the shared use of Facilities. This Agreement also does not prohibit joint use and/or pole attachment or similar agreements between United Power and any communications (including, but not limited to, wireless and/or broadband) service provider for the shared use of Facilities. Any such joint use, pole attachment or similar agreements entered into by United Power shall be consistent with United Power's obligations and responsibilities under this Franchise, including inserting provisions that require any joint user (except a wireless service provider, as such providers' facilities must be above ground) of an above ground Facility be required to bear their costs of relocating such facility under-ground where United Power converts its shared above ground Facilities to an under-ground facility. All above ground wireless and/or broadband attachments to United Power Facilities (except those which are United Power proprietary devices and are needed to provide service within the Town) must also comply with the Town's right-of-way permitting process. The location of all above ground wireless and/or broadband attachments is subject to Town approval.

(C) This Agreement does not grant United Power the right, privilege or authority to use or occupy any land currently designated as parks, park land or open space of the Town or which may in the future be so designated except to the extent United Power is currently using or occupying said parks, park land or open space and as otherwise authorized in writing by the Town. United Power shall not expand its use or occupancy of said parks, park land or open

space except by specific written authorization of the Town; provided, however, that nothing herein contained shall limit or restrict United Power's right to maintain, renovate, repair or replace any such facilities currently occupying said parks, park land or open space, subject to the conditions set forth in this Franchise. The Town may require removal, relocation, or under-grounding of Facilities from any parks, park land or open space subject to conditions set forth herein.

2.6 Police Powers.

(A) The Town retains the following rights in regard to this Franchise:

(1) To use, control and regulate, through the exercise of its police power, Town Streets, public easements and other Town Property, places and the space above and beneath them.

(2) To impose such other regulations as may be determined by the Town Council to be necessary in the exercise of its police power to protect the health, safety, welfare and convenience of the public.

(B) United Power expressly acknowledges the Town's right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the Town considers making any substantive changes in its local codes or regulations that in the Town's reasonable opinion will significantly impact United Power's operations in the Town's Streets and other Town property, it will make a good faith effort to advise United Power of such consideration; provided, however, that lack of notice shall not be justification for United Power's non-compliance with any applicable local requirements. United Power expressly acknowledges the Town's right to enforce regulations concerning United Power's access to or use of the Streets and other Town property, including requirements for permits.

(C) United Power shall comply with all laws, regulations, permits, and orders enacted by the Town that are, among others, applicable to United Power's provision of electric service within the Town.

2.7 Payment of Expenses Incurred by Town in Relation to Ordinance. At the Town's option, United Power shall reimburse the Town for reasonable expenses incurred in publication of notices and ordinances related to this Franchise.

2.8 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the Town has not provided for alternative utility service, United Power will not remove any United Power Facilities pending resolution of the disposition of the system, or portions thereof, and shall continue to provide, and be paid for at current rates, electric service within the Town until the Town arranges for utility service from another provider. United Power further agrees that it will not withhold any continued interim electric services necessary to protect the public. The Town agrees that in the circumstances of this Section 2.8, United Power shall be entitled to monetary compensation as provided in United Power's Tariffs on file with the CPUC and United Power shall be entitled to collect from residents and shall be obligated to pay the Town, at the same times and in the same manner as provided in the Franchise, an aggregate amount equal to the amount which United Power would have paid as a franchise fee as consideration for the continued interim use of the Town Streets. Only upon receipt of written notice from the Town stating that the Town has adequate alternative electric service for residents and upon order of the CPUC shall United Power be allowed to discontinue the provision of electric service to the Town and its residents. United Power will be compensated through the agreed upon final date of interim electric service provided by United Power.

ARTICLE 3: FRANCHISE FEE

3.1 Franchise Fee. In consideration for the grant of this Franchise, United Power shall pay the Town a sum equal to three percent (3%) of all Revenues received from the sale of electricity within the Town. Payment of the franchise fee shall not exempt United Power from any lawful taxation upon its property or sales, except as set forth in 3.5 below. All amounts paid to United Power by the Town for use of electricity by any of its departments shall be excluded from computation of the franchise fee.

3.2 Surcharge of Franchise Fee. Except to the extent ever required by the CPUC, United Power may collect this fee by adding a surcharge not to exceed the franchise fee upon all Town residents that use Facilities of United Power in the Town to obtain electrical service.

3.3 Electric Service Provided to the Town. No franchise fee shall be charged to the Town for electric service provided to the Town for its own consumption, including, without limitation, electric service to municipal buildings and facilities, Street Lighting Service and Traffic Signal Lighting Service.

3.4 Franchise Fee Payment in Lieu of Certain Taxes and Other Fees. The Town accepts payment of the franchise fee by United Power in lieu of any occupation tax, occupancy tax, license tax, or similar tax or fee the Town might charge United Power or its subcontractors for the privilege of doing business in the Town, for the use or occupation of Town Streets, for the installation, operation and maintenance of United Power Facilities.

3.5 Franchise Fee Payment Not In Lieu of Permit or Other Fees. Notwithstanding the provisions of 3.4, payment of the franchise fee does not exempt United Power from any other lawful tax or fee imposed generally upon its property or persons doing business within the Town or from sales and use taxes, including by way of illustration any fee for a street closure permit, an excavation permit, a street cut permit, or other lawful permits hereafter required by the Town,

except that the franchise fee provided for herein shall be in lieu of any occupation fee or similar tax for the use of Town Streets.

3.6 Payment Schedule. Unless otherwise specifically provided herein, payment of the franchise fee accruing after the effective date of this Agreement shall be made in monthly installments not more than twenty days following the close of the month for which payment is to be made for the franchise fees resulting from the sale of electricity. Initial and final payments shall be prorated for the portions of the months at the beginning and end of the term of this Agreement. All payments shall be made to the Town in care of the Director of Finance.

3.7 Audit of Franchise Fee Payments.

(A) If requested, every three (3) years commencing at the end of the third year of this Franchise, United Power shall conduct an internal audit to investigate and determine the correctness of the franchise fee paid to the Town. Such audit shall be limited to the previous three (3) calendar years. If requested, United Power shall provide a written report to the Town Manager containing the audit findings regarding the franchise fee paid to the Town for the previous three (3) calendar years.

(B) If the Town disagrees with the results of the audit, and if the Parties are not able to informally resolve their differences, the Town may conduct its own audit at its own expense, and United Power shall cooperate fully, including but not necessarily limited to, providing the Town's auditor with all information reasonably necessary to complete the audit. If the results of a Town audit conducted pursuant to Section 3.7 concludes that United Power has underpaid the Town by three percent (3%) or more, in addition to the obligation to pay such amounts to the Town, United Power shall also pay all costs of the audit. Errors arising solely from customer addresses inadvertently not identified as located within the municipal boundaries of the

Town shall not be included in determining the error rate unless the Town has provided written notice to United Power (by written notice pursuant to Section 23.3) that such location address is within the municipal boundaries of the Town.

(C) Either Party may challenge any written notification of error as provided for in this Section 3.7 of this Franchise by filing a written notice to the other Party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the Party's notice. The Parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

(D) In addition to the three (3) year audit provided above, the Town Manager, or official Town representative, shall have access to the records of United Power related to collection of Revenues during normal business hours upon reasonable notice for the purpose of auditing to ascertain that the franchise fee has been correctly computed and paid. All information obtained by the Town Manager during a franchise fee audit shall be kept confidential and shall be utilized for the sole purpose of verifying that the franchise fee has been correctly computed and paid.

(E) In the event the Town determines, after written notice to United Power, that the Town has a claim against United Power for payments, costs, expenses, or damages of any nature, the Town may, without waiving any other rights the Town may have hereunder or pursuant to law, provide United Power written notice of the amount, and then may withhold fifty percent (50%) of such amount from any other amounts currently due and owing to United Power pending discussions between United Power and the Town to resolve the issue. Upon receipt of such written notice, United Power's designee and a designee of the Town Manager shall promptly meet at a

mutually convenient time to attempt to resolve the dispute. If not resolved, either party may take further action under law.

3.8 Change of Franchise Fee and Other Franchise Terms. The Town Council, upon giving ninety (90) days' notice to United Power, may request that the Town and United Power review the franchise fee rate and other material financial aspects of the Franchise. Upon such a request by the Town, the Parties shall engage in good faith negotiations related to amending the franchise fee rate, and/or other related provisions of this Franchise to allow the Town to receive a different franchise fee rate, or other significant change in the financial aspects of the Agreement. In no event shall the franchise fee rate be increased more than twenty percent (20%) in any five (5) year period, Notwithstanding the foregoing, the franchise fee may be modified as provided in Section 3.9.

3.9 Most Favored Party Clause. United Power shall report to the Town, within sixty (60) days of execution, the terms of any franchise or of any change of franchise in any other municipality that contains a franchise fee or other significant financial benefit greater than the franchise fee rate or other significant financial benefit to the Town contained in this Franchise. United Power shall also report about such other provisions which may be beneficial to the Town. If the Town Council decides the Franchise fee or other significant financial benefit should be incorporated into the Franchise, then such change shall be agreed to in writing and approved by the Town Council by ordinance.

3.10 Contract Obligation. This Franchise Agreement constitutes a valid and binding agreement between United Power and the Town. In the event that the franchise fee specified in this Agreement is declared illegal, unconstitutional or void for any reason by final judgment of any court (or other proper authority), United Power shall be contractually bound to pay monthly

fees to the Town in an aggregate amount that would be equivalent to the amount which would have been paid by United Power as a franchise fee hereunder as partial consideration for use of the Town Streets and other Town property.

3.11 Payment of Taxes and Fees. United Power shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extra-ordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against its Facilities and this Agreement , provided that United Power shall have the right to contest any such impositions and shall not be in breach of this section so long as it is actively contesting such impositions. The Town shall not be liable for the payment of taxes, late charges, interest or penalties of any nature other than pursuant to applicable Tariffs on file and in effect from time to time with the CPUC.

3.12 Changes in Utility Service Industries. The Town and United Power recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities, and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes have or may have an adverse impact upon the franchise fee revenues provided for herein. In recognition of the length of the term of this Franchise, United Power agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the Town, United Power will cooperate with and assist the Town in amending this Franchise to assure that the Town receives an amount in franchise fees or some other form of periodic compensation that is the same amount of franchise

fee rate paid to the Town on the date that such initiatives and changes adversely impact the future franchise fee revenue.

ARTICLE 4: ADMINISTRATION OF FRANCHISE

4.1 Supervision.

(A) **Town Designee.** The Town Manager, or the Manager's designated representative, is hereby designated the official of the Town having full power and authority to take appropriate action for and on behalf of the Town and its inhabitants to enforce the provisions of this Franchise and to investigate any alleged violations or failures of United Power to comply with the provisions hereto or to adequately and fully discharge its responsibilities and obligations hereunder. The failure or omission of said official Town representative to so act shall not constitute any waiver or estoppel nor limit independent action by other Town officials. The Town Manager may also designate one or more Town representatives to act as the primary liaison with United Power as to particular matters addressed by this Franchise and shall provide United Power with the name and telephone numbers of said Town representatives. The Town may change these designations by providing written notice to United Power. The Town's designee(s) shall have the right, at all reasonable times, to inspect any United Power Facilities in Town Streets.

(B) **United Power Designee.** United Power shall designate a representative to act as the primary liaison with the Town and shall provide the Town with the name, address, and telephone number for United Power's representative under this Franchise. United Power may change its designation by providing written notice to the Town. The Town shall use this liaison to communicate with United Power regarding electric service and related service needs for Town Facilities.

(C) In order to facilitate such duties of the said official Town representative, United Power agrees as follows:

(1) To allow said official Town representative or his or her designee reasonable access to any part of United Power's plant and Facilities that are directly used to serve the Town, and that said Town official may make and supervise tests to determine the quality of the electric service supplied to customers of United Power within the municipal boundaries of the Town. Access to United Power Facilities described in this paragraph and 4.1(C)(2) shall be on an "appointment made" basis during normal business hours, which appointment shall be scheduled within a reasonable time and not be unduly delayed. The Town official(s) provided access shall be accompanied by at least one employee of United Power of its choosing. The Town official(s) shall comply with all United Power requirements for such access, and particularly safety requirements. For safety reasons, United Power shall have the right to designate — at its sole discretion — the method, means, and timing of such access, which access United Power can terminate or deny at its discretion.

(2) To grant said official Town representative or his or her designee reasonable access to the books and records of United Power, insofar as they relate to relevant matters covered by this Franchise only, upon advance appointment made during normal business hours.

(3) To provide said Town official with such reasonable reports containing or based on information readily obtainable from United Power's books and records as the Town may from time to time reasonably request with respect to the electric service supplied under this Franchise.

(4) To meet as requested, but no less than annually, with said official Town representative to share information useful in coordinating management, operation, and repair of the Facilities of United Power and the operations and property of the Town.

4.2 Coordination of Work.

(A) United Power agrees to meet with the Town's designee upon a reasonable written request for the purpose of reviewing, implementing, or modifying mutually beneficial procedures for the efficient processing of United Power bills, invoices and other requests for payment.

(B) United Power agrees to coordinate its activities in Town Streets and on other Town Property with the Town in accordance with the Johnstown Municipal Code, regulations, and this Franchise. The Town and United Power will meet annually upon the written request of the Town designee to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect Town Streets and other Town Property. The Town and United Power shall hold such meetings as either deems necessary to exchange additional information with a view towards coordinating their respective activities in those areas where such coordination may prove beneficial and so that the Town will be assured that all provisions of this Franchise, building and zoning codes, and air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

4.3 Examination of Records. The Parties agree that any duly authorized representative of the Town and United Power shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other Party involving any activities related to this Franchise. All such records must be kept for a minimum of four (4) years from their date of creation, and then may be, at the option of their holder, appropriately disposed of. To the extent that either Party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books,

documents, papers, and records of the other Party, the Parties agree to meet and discuss providing confidential materials including, but not limited to, providing such materials subject to a reasonable confidentiality agreement which effectively protects the confidentiality of such materials.

ARTICLE 5: REPORTS

5.1 Reports of United Power Operations. United Power will submit reasonable financial and operating reports containing or based on information available from United Power's books and records annually to the Town and other reports the Town may from time to time reasonably request with respect to the operations of United Power under this Franchise only. Such reports shall be marked "CONFIDENTIAL" by United Power and the Town shall keep the reports as confidential and not subject to public inspection, except as otherwise required by law. Such form of reports may be changed from time to time as mutually agreed between the Town and United Power. If the Town requests more than a reasonable audit, the Town and United Power will split the costs thereof equally.

5.2 Annual Reports. United Power will provide the Town on or before May 1 of each year beginning, for the preceding calendar year, after the effective date of this Franchise:

- (A) United Power's then modified debt service calculation;
- (B) A report of margins collected by United Power; and
- (C) Short-term (three years or less) and long-term (over three years) plans for all major capital improvements, construction and excavation within the Town or affecting service to the Town and its residents.

5.3 Requested Reports. Upon a reasonable request by the Town, United Power will provide the Town:

(A) A list of real property and leasehold interests in real property owned by United Power within the municipal boundaries of the Town, for the purpose of calculating property taxes;

(B) A map (paper or electronic copy) indicating the major location of United Power Facilities within and contiguous of the municipal boundaries of the Town of Johnstown;

(C) A report regarding the reliability indexes of United Power's electric service;

(D) A list of all Town electrical accounts and account numbers and items metered;

(E) A list of street lights in the Town energized by United Power; and/or

(F) Service outages.

5.4 Copies of Tariffs and Regulatory Filings. United Power will notify the Town of all proposals to change rates relating to service by United Power to its customers located within the Town. Upon a reasonable request by the Town, United Power will provide the Town with copies of all rules, regulations, rate tariffs, and policies. Town acknowledges that United Power is a not-for-profit electric cooperative formed primarily to distribute electrical energy, and its utility rates are not subject to regulation by the CPUC and are largely determined by the cost of acquiring electric power from its supplier(s).

ARTICLE 6: SUPPLY, CONSTRUCTION AND DESIGN

6.1 Adequate Supply at Lowest Reasonable Cost. United Power will work with its wholesale power suppliers to take all reasonable and necessary steps to assure an adequate supply of electricity to United Power's customers at the lowest reasonable cost consistent with long term supply reliability.

6.2 Service Reliability.

(A) United Power will operate and maintain United Power Facilities efficiently and economically and in accordance with general utility practices and best systems, methods, and skills consistent with the provision of adequate, safe, and reliable electric service. United Power recognizes and agrees that, as part of its obligations and commitments under this Franchise, United Power shall carry out each of its performance obligations in a timely, expeditious, efficient, economical, and workmanlike manner.

(B) United Power shall be excused from the performance of its obligations hereunder, to the extent that performance of said obligations are delayed due to: failure of high voltage transmission Facilities needed to serve the Town which are beyond United Power's responsibility and control including, but not limited to, strikes; acts of public or private enemies; war; order of military authority; anarchy; insurrections; riots; effects, results, and/or consequences of epidemics and/or pandemics; meteorological; atmospheric (including, but not limited to, effects of or objects from the atmosphere, troposphere, stratosphere, mesosphere, thermosphere, exosphere, and beyond); spacial; stellar; weather; tornadoes; landslides; earthquakes; floods; any Act of God; or any other reason beyond United Power's control. Notwithstanding the foregoing, if the supply of electricity to United Power's customers should be interrupted due to any circumstance beyond United Power's control, United Power will take all necessary and reasonable actions to restore such supply at the earliest practicable time.

6.3 Planned Outage. If the supply of electricity to United Power's customers should be interrupted due to a planned outage, except cases of emergency outage repair, United Power shall notify, consistent with the provisions of Section 6.7, its customers as soon as practical in

advance of the planned outage. United Power agrees that it will in good faith try to contact all customers at least forty-eight (48) hours prior to a planned outage.

6.4 Town Participation. The Town shall have the right to approve or deny major facility site plans within the Town in accordance with applicable law. Upon reasonable notice to United Power, the Town shall have the right to hold public hearings related to United Power's Facilities, site selection, under-grounding of overhead lines, construction, and service quality. United Power agrees to fully participate in such public hearings as requested by the Town and to provide to the Town information available to United Power that relates to the hearings described in this paragraph.

6.5 Compliance with Town Requirements. Representatives of the Town and United Power will meet annually to discuss annual and long-term planning for capital improvement projects contemplated by each within the Town. United Power will include within its capital improvement projects the plans of the Town relating to same. United Power and the Town, upon request, shall exchange copies of their reports or plans regarding annual and long-term planning for capital improvement projects with descriptions of construction activities including, to the extent known, the timing and method of construction.

6.6 Excavation, Construction, and Maintenance and Repair Work. United Power will be responsible for obtaining, paying for, and complying with all applicable permits including, but not limited to, excavation, street closure and street cut permits, in the manner required by the laws, ordinances, and regulations of the Town. All construction, excavation, maintenance and repair work done by United Power will be done in a timely manner, which minimizes inconvenience to the public and individuals. When United Power does any work in or affecting the Town Streets, it will, at its own expense, promptly remove any obstructions therefrom and

restore such Town Streets or other Town Property to a condition that meets applicable Town standards. If weather or other conditions do not permit the complete site restoration for work done pursuant to this Section, United Power may, with the written approval of the Town, temporarily restore the affected Town Streets or other Town Property, provided that such temporary site restoration is at United Power's sole expense and provided further that United Power promptly undertakes and completes any necessary permanent site restoration when the weather or other conditions no longer prevent such permanent restoration. All site restoration work under this section will be subject to inspection by the official Town representative and compliance by United Power with reasonable remedial action required by said official pursuant to inspection and left in equivalent or better conditions as found. Upon the request of the Town, United Power will restore the Streets or other Town Property to a better condition than existed before the work was undertaken, provided that the Town shall be responsible for any additional costs of such site restoration. If United Power fails to promptly restore the Town Streets or other Town Property as required by this Section, the Town may, upon notice to United Power, restore such Town Streets or other Town Property or remove the obstruction therefrom; provided, however, that such Town actions do not unreasonably interfere with United Power Facilities. United Power shall be responsible for the actual cost incurred by the Town to restore such Town Streets or other Town Property or to remove any obstructions therefrom in an addition to a ten percent (10%) administrative fee. In the course of its site restoration of Town streets or other Town property under this Section, the Town shall not perform work on United Power Facilities unless specifically authorized by United Power in writing on a project by project basis and subject to the terms and conditions agreed to in such authorization.

6.7 Outages and Restoration of Service.

(A) **Customer Notification.** Upon a reasonable request by the Town, United Power will provide annually to the Town Manager a written protocol that addresses the process for customer notification of power outages, including the specific provisions to be included in the notice, the estimated time for restoration, the manner by which such notice will be provided, and the contact names and telephone numbers associated therewith.

(B) **Town Notification.** United Power will provide to the Town daytime and nighttime telephone numbers of a designated United Power representative from whom the Town designee may obtain status information from United Power on a twenty-four (24) hour basis concerning interruptions of electrical service in any part of the Town.

(C) **Restoration.** In the event United Power's electric system, or any part thereof, is partially or wholly destroyed or incapacitated, United Power will use due diligence to restore such systems to satisfactory service within the shortest practicable time, or provide a reasonable alternative to such system if United Power elects not to restore such system.

6.8 Installation and Maintenance of United Power Facilities.

(A) **United Power Facilities.** Except for emergencies, the construction, excavation, installation, maintenance, renovation, repair and replacement of any Facilities by United Power within the municipal boundaries of the Town will be subject to permitting, inspection and approval of locations by the official Town representative and all applicable Town ordinances and regulations. Such regulation shall include, but not be limited to, the following matters: location of Facilities in the streets, alleys and dedicated easements; disturbance and reconstruction of pavement, sidewalks and surface of streets, alleys, dedicated easements and driveways. All United Power Facilities will be installed so as to cause a minimal amount of

interference with such property. United Power Facilities will not interfere with any water mains or sewer mains or Town telecommunications Facilities, traffic signal lights, parks, or any other municipal use of the Town's streets and right-of-ways except to the extent the Town agrees through the permit process. United Power will erect and maintain its Facilities in such a way as to minimize interference with trees and other natural features and vegetation. United Power and all its subcontractors will comply with all permitting, local regulations and ordinances. In emergency situations, United Power will promptly, after the fact, provide notice to the Town and comply with permitting and inspection requirements of the Town. United Power will install, repair, renovate and replace its Facilities with due diligence in good and workmanlike manner, and United Power's Facilities will be of sufficient quality and durability to provide adequate and efficient electric service to the Town and its residents. All new substations located in unincorporated areas within the Town's Growth Management Area shall, to the extent reasonably feasible, comply with all applicable Town land use and other Town Code requirements.

(B) **Town Projects.** Where United Power performs construction projects requested by the Town, United Power will provide in advance a cost estimate for such work in sufficient detail to justify the estimated total cost. The Town shall deposit funds with United Power in the amount of the cost estimate prior to commencement of the work. Construction project change orders shall be limited to significant changes in project scope that are requested by and approved by the Town. United Power will promptly invoice any Town approved change orders to the Town and the Town will promptly pay the change order invoice. Upon completion of the agreed work, United Power will provide a final detailed report to the Town, reconciling the original projected cost estimates, including any approved change orders, to the actual costs incurred in completing the project. Upon reconciliation of the construction of the extension, the construction

deposit shall be compared to the actual cost of the design and construction as entered in to the books of United Power. If the actual cost is less than originally estimated, United Power will promptly refund the portion of the construction deposit greater than the actual costs, without interest, to the Town. United Power will exercise commercially reasonable means to keep the cost of projects performed for the Town to a minimum, and will bill the Town for such construction projects based on the actual costs incurred in completing the project. Where projects requested by the Town, that are located on a Town owned parcel, require removal of electrical Facilities, United Power will not reasonably withhold approval of the Town to perform such work, so long as United Power has determined that said work can be accomplished in as safe manner as to not cause harm to any of its distribution system, or other electrical Facilities.

6.9 Obligations Regarding United Power Facilities.

(A) **United Power Facilities.** All United Power Facilities within Town Streets will be maintained in good repair and condition.

(B) **United Power Work Within the Town.** All work within Town Streets performed or caused to be performed by United Power will be done:

- (1) In a high-quality manner;
- (2) In a timely and expeditious manner;
- (3) In a manner which minimizes inconvenience to the public; in a cost-effective manner, which may include the use of qualified contractors; and in accordance with all applicable laws, ordinances, and regulations.

(C) **Permit and Inspection.** The installation, renovation, and replacement of any United Power Facilities in the Town Streets or other Town Property by or on behalf of United Power will be subject to permit, inspection and approval by the Town. Such inspection and

approval may include, but will not be limited to, the following matters: location of United Power Facilities, cutting and trimming of trees and shrubs, and disturbance of pavement, sidewalks, and surfaces of Town Streets or other Town Property. United Power agrees to cooperate with the Town in conducting inspections and will promptly perform any remedial action lawfully required by the Town pursuant to any such inspection.

(D) **Compliance.** United Power and all of its contractors will comply with the requirements of all municipal laws, ordinances, regulations, permits, and standards, including but not limited to requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. United Power will assure that its contractors working in Town Streets or other Town Property hold the necessary licenses and permits required by law.

(E) **Increase in Voltage.**

(1) **Customer Notification.** United Power will use best efforts to notify affected customers if there will be facility changes that result in a material increase in voltage of the service to such customers.

(2) **Town Facilities.** United Power will reimburse the Town for the reasonable and necessary cost of upgrading the electrical system or facility of any Town building or facility that uses electric service where such upgrading is caused or occasioned by United Power's decision to increase the voltage of delivered electrical energy; unless such change is caused by, requested, or mandated by the Town, in which case the Town shall reimburse United Power for any reasonable costs United Power incurs in relation to such upgrading.

(F) **As-Built Drawings.** Upon reasonable written request of the Town designee, United Power will provide within ninety (90) days of the request, as-built drawings of

any United Power Facility newly installed within the Town Streets or contiguous to the Town Streets. As used in this section, as-built drawings refers to the Facility drawings as maintained in United Power's geographical information system or any equivalent system. United Power will not be required to create drawings that do not exist at the time of the request, but shall be required to obtain as-built drawings of all improvements made subsequent to the execution of this Agreement.

6.10 Relocation of United Power Facilities.

(A) **Relocation Obligation.** United Power will, at its sole cost and expense, temporarily or permanently remove, relocate, change, or alter the position of any United Power Facility in Town Streets or in other Town Property whenever the Town shall determine that such removal, relocation, change or alteration is necessary for the completion of any public project. For all relocations, United Power and the Town agree to cooperate on the location and relocation of United Power Facilities in the Town Streets or other Town Property in order to achieve relocation in the most efficient and cost-effective manner possible. Upon a reasonable request by the Town, United Power will exercise commercially reasonable means to relocate Facilities in a shorter period of time for good cause shown by Town and United Power shall not unreasonably deny such relocation. Notwithstanding the foregoing, once United Power has relocated any United Power Facility at the Town's direction, if the Town requests that the same United Power Facility be relocated within two (2) years, the subsequent relocation shall not be at United Power's expense.

(B) **Private Projects.** United Power shall not be responsible for the expenses of any relocation required by the Town's direct or indirect assistance for private projects, and United Power has the right to require the payment of estimated relocation expenses from the affected private party before undertaking such relocation. Upon completion, the Parties shall perform a "true-up" to ensure United Power has been fully compensated for all work performed.

(C) **Relocation Performance.** The relocations set forth in Section 6.10(A) of this Franchise Agreement shall be completed within a reasonable time, not to exceed ninety (90) days from the later of the date on which the Town designee requests in writing that the relocation commence, or the date when United Power is provided all reasonably requested service application submittal requirements. Upon United Power's request, which request shall not be unreasonably denied by the Town, United Power shall be entitled to a reasonable extension of time to complete a relocation where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to perform, including without limitation fire, strike, war, riots, acts of governmental authority, acts of God, forces of nature, judicial action, unavailability or shortages of labor, materials or equipment and failures or delays in delivery of materials. Upon request of United Power, the Town may also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(D) **Town Revision of Supporting Documentation.** Any revision by the Town of all service application submittal requirements provided to United Power that causes United Power to substantially redesign and/or change its plans regarding facility relocation shall be deemed good cause for a reasonable extension of time to complete the relocation under the Franchise.

(E) **Completion.** Each such relocation shall be deemed complete only when United Power actually relocates the United Power Facilities, restores the relocation site in accordance with Sections 6.6 and 6.7 of this Franchise or as otherwise agreed with the Town, and removes from the site or properly abandons on site all unused Facilities, equipment, material and other impediments.

(F) **Scope of Obligation.** Except as otherwise set forth herein, the relocation obligation set forth in this Section shall only apply to United Power Facilities located in Town Streets or other Town Property, and shall not apply (i) to United Power Facilities located in, on, or above property owned by United Power in fee, (ii) to United Power Facilities located in, on, or above Town Property whose ownership or use was donated to the Town by United Power, and (iii) to United Power Facilities located in, on, or above privately-owned easements and/or Utility Easements. With respect to payment for the relocation of those limited Facilities, subject to the provisions of Section 6.10(A), which shall supersede this Section, if the Town requests the relocation, the Town shall pay all costs associated therewith to United Power, except that if a substantial portion of the relocation involves United Power Facilities located in the Town Streets or other Town Property, then United Power shall pay the costs associated with the relocation. If the relocation is at the instance of United Power, then United Power shall pay all costs associated with the relocation. In no event shall the Town pay for relocation expenses associated with third party attachments to United Power Facilities.

(G) **Underground Relocation.** Underground Facilities shall be relocated underground. Above ground Facilities shall be placed above ground unless United Power is paid for the incremental amount by which the underground cost would exceed the above ground cost of relocation, or the Town requests that such additional incremental cost be paid out of available funds under Article 8 of this Franchise (except that wireless and/or broadband facilities properly permitted to be in the Town right-of-way which must be, and are specifically hereby permitted to be, located above ground and cannot be relocated, in order to operate shall not be required to be placed underground, but shall remain subject to the Town's permitting requirements and may only be placed in an above ground location approved by the Town).

(H) **Coordination.** When requested in writing by the Town or United Power, representatives of the Town and United Power shall meet to share information regarding anticipated projects which will require relocation of United Power Facilities in Town Streets or other Town Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any timetable established by the Town for any public project.

(I) **Proposed Alternatives or Modifications.** Upon receipt of written notice of a required relocation, United Power may propose an alternative to or modification of the public project requiring the relocation in an effort to mitigate or avoid the impact of the required relocation of United Power Facilities. The Town shall in good faith review the proposed alternative or modification. The Town's acceptance of the proposed alternative or modification shall be at the sole discretion of the Town, provided however that such acceptance shall not be unreasonably withheld. In the event the Town accepts the proposed alternative or modification, United Power agrees to promptly compensate the Town for all reasonable additional costs, expenses or delay that the Town reasonably determines that it has incurred as a direct result of implementing the proposed alternative. For implementing the proposed alternative, the Town will provide in advance a cost estimate for such work in sufficient detail to justify the estimated total cost. United Power shall deposit funds with the Town in the amount of the cost estimate prior to commencement of the work. Construction project change orders shall be limited to significant changes in project scope within the proposed alternative or modification that are determined in the sole discretion of the Town. The Town will promptly invoice United Power for any change orders incurred by the Town and United Power will promptly pay the change order invoice. Upon completion of the agreed work, the Town will provide a final detailed report to United Power,

reconciling the original projected cost estimates, including any approved change orders, to the actual costs incurred in completing the project. Upon reconciliation of the construction of the extension, the construction deposit shall be compared to the actual cost of the design and construction as entered into the books of the Town. If the actual cost is less than originally estimated, the Town will promptly refund the portion of the construction deposit greater than the actual costs, without interest, to United Power.

6.11 Service to New Areas. If, during the term of this Franchise, the municipal boundaries of the Town are expanded within United Power's Service Area, United Power shall extend service to residents of the newly incorporated areas, and United Power shall be paid therefor, in accordance with United Power's extension policy set forth in its Tariffs at the earliest practicable time. Service to annexed areas shall be in accordance with the terms of this Franchise Agreement, including payment of franchise fees as defined in Section 3.1 of this Franchise.

6.12 New or Modified Service to Town Facilities. In providing new or modified electric service to Town Facilities, United Power agrees to perform as follows:

(A) **Performance.** United Power will complete each project requested by the Town within a reasonable time. The Parties agree that a reasonable time will not exceed one hundred eighty (180) days from the date upon which the Town designee makes a written request, unless a shorter time is warranted, as determined by the Town, for a public purpose. Upon request of the Town, United Power may complete electric service to Town Facilities in less than one hundred eighty (180) days for good cause shown and United Power will not unreasonably deny such expedited service. United Power shall be entitled to an extension of time to complete a project where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to

perform, including but not limited to fire, strike, war, riots, acts of governmental authority, acts of God, forces of nature, judicial action, unavailability or shortages of materials or equipment and failures or delays in delivery of materials, or other causes described in 6.2(B) above. Upon request of United Power, the Town designee may, in writing, also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(B) **Town Revision of Supporting Documentation.** Any revision by the Town of supporting documentation provided to United Power that causes United Power to substantially redesign and/or change its plans regarding new or modified service to Town Facilities shall be deemed good cause for a reasonable extension of time to complete the relocation under the Franchise.

(C) **Completion/Restoration.** Each such project shall be complete only when United Power actually provides the service installation or modification required, restores the project site in accordance with the terms of the Franchise or as otherwise agreed with the Town and removes from the site or properly abandons on site any unused Facilities, equipment, material and other impediments.

6.13 Modifications to United Power Facilities. United Power will modify United Power Facilities, including manholes and other appurtenances in Town Streets and other Town Property, to accommodate Town street maintenance, repair and paving operations at no cost to the Town. In providing such modifications to United Power Facilities, United Power agrees to perform as follows:

(A) **Performance.** United Power will complete each requested modification within a reasonable time, not to exceed thirty (30) days from the date upon which the Town makes

a written request and provides to United Power all information reasonably necessary to perform the modification. United Power shall be entitled to an extension of time to complete a modification where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, acts of governmental authority, acts of God, judicial action, unavailability or shortages of materials or equipment and failures or delays in delivery of materials, or other reasons as described in 6.2(B) above. Upon request of United Power, the Town may also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(B) **Completion/Restoration.** Each such modification shall be complete only when United Power actually adjusts United Power facility to accommodate the Town operations in accordance with Town instructions and, if required, readjusts, following Town paving operations.

(C) **Coordination.** As requested by the Town or United Power, representatives of the Town and United Power shall meet regarding anticipated street maintenance operations which will require such modifications to United Power Facilities in Town Streets or other Town Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

6.14 Third Party Damage Recovery.

(A) **Damage to United Power Interests.** If any individual or entity damages any United Power Facilities, the Town will notify United Power of any such incident and will provide to United Power within a reasonable time all pertinent information within its possession

regarding the incident and the damage, including the identity of the individual or entity who/which caused the damage.

(B) **Damage to Town Interests.** If any individual or entity damages any United Power Facilities for which the Town is obligated to reimburse United Power for the cost of the repair or replacement of the damaged facility, to the extent permitted by law, United Power will notify the Town of any such incident and will provide to the Town within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

(C) **Meeting.** United Power and the Town agree to meet periodically, upon written request of either Party, for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third parties for damaging United Power Facilities.

6.15 Technological Improvements. United Power may install future improvements and technological advances to its equipment and service within the Town, at United Power's discretion (but upon reasonable notice to the Town), when such improvements and advances are technologically and economically feasible, and safe and beneficial to the Town and in accordance with all Town ordinances and regulations. At a minimum, United Power shall install future improvements and technological advances to its equipment and service within the Town that are equivalent to the improvements United Power installs in similarly sized and situated municipalities. Upon reasonable notice from the Town, United Power shall meet with the Town representatives to discuss planned growth and anticipated activities related to long term availability of electric service in the Town.

ARTICLE 7: COMPLIANCE

7.1 Town Regulation. The Town expressly reserves, and United Power expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such provisions, ordinances and rules and regulations ("New Provisions") as may be deemed necessary by the Town, in the exercise of its police power, to protect the health, safety and welfare of its citizens and their properties. The Town shall make a good faith effort to provide United Power advanced notice of any provisions, ordinances, rules or regulations which may affect United Power's rights, obligations, and performance hereunder. If the New Provisions substantially alter the Parties' rights, obligations or performance hereunder, upon written request of United Power, the Parties shall meet and confer on a proposed course of action, which may include modifying this Agreement or terminating it.

7.2 Compliance with Regulatory Agencies. United Power states that its Facilities will comply with the standards promulgated by all regulatory agencies with jurisdiction over United Power's services.

7.3 Continued Compliance with Air and Water Pollution Laws. United Power shall take reasonable measures to ensure that its Facilities and operations meet the standards required by applicable Town, county, state, and Federal air and water pollution laws, and laws regulating transportation of hazardous materials. Upon the Town's reasonable request, United Power will provide the Town with a status report of such measures.

ARTICLE 8: UNDERGROUND CONSTRUCTION AND OVERHEAD CONVERSION

8.1 New Lines Under-grounded. United Power will place all newly constructed electrical distribution lines underground unless approved otherwise by the Town in writing.

8.2 Overhead Conversion of Electrical Lines. United Power agrees to allocate an annual amount, equivalent to one and one-half percent (1-1/2%) of the preceding calendar year's

electric revenues derived from customers within the Town boundaries, for the purpose of under-grounding United Power's existing overhead electric distribution Facilities within the Town, at the expense of United Power, as requested by the Town (the "Under-grounding Funds"). Any unexpended portion of the one and one-half percent (1-1/2%) revenues shall be carried over to succeeding years, and shall be in addition to the contribution in subsequent years. Until three (3) years from the conclusion of this Agreement and upon request by the Town, United Power agrees to anticipate amounts to be available for up to three (3) years in advance to be used to underground its overhead distribution Facilities, as requested by the Town. Any amounts so advanced shall be credited against amounts to be expended in succeeding years until such advance is eliminated. Except as provided in Section 6.10(G) no relocation expenses which United Power would be required to expend pursuant to Article 6 of this Franchise Agreement shall be charged to this allocation. United Power shall not withhold approval of the plans of the Town except where essential for safety, or protection of the operating integrity of United Power's electric system. If, after any and all undergrounding of United Power lines has taken place and no more United Power overhead lines remain in the Town, there are any undergrounding funds remaining, or, if at any time the Town and United Power mutually agree in writing, undergrounding funds may be used by the Town for other mutually agreed electric utility related projects in the Town mutually agreed upon by the Town and United Power.

8.3 Planning and Coordination of Under-grounding Projects. The Town and United Power shall mutually plan in advance the scheduling of under-grounding projects to be undertaken according to this Article as a part of the review and planning for other Town and United Power construction projects. In addition, the Town and United Power agree to meet, as required, to review the progress of then-current under-grounding projects and to review planned future

under-grounding projects. The purpose of such meetings shall be to further cooperation between the Town and United Power to achieve the orderly under-grounding of United Power Facilities. At such meetings, the Parties shall review:

- (A) Undergrounding, including conversions, public projects and replacements which have been accomplished or are underway, together with United Power's plans for additional undergrounding;
- (B) Public projects anticipated by the Town; and
- (C) Such meetings shall be held to achieve a continuing program for the orderly under-grounding of electrical lines in the Town.

8.4 Cooperation with Other Utilities. When undertaking a project of under-grounding, the Town and United Power shall work with other utilities or companies which have their lines overhead to attempt to have all lines under-grounded as part of the same project. When other utilities or companies such as cable television and telephone companies or other utilities with overhead Facilities embark upon a program of underground construction where United Power has overhead Facilities, United Power will cooperate with these utilities and companies and undertake to underground United Power Facilities as part of the same project at no cost to the Town. United Power shall not be required to pay for the cost of under-grounding the Facilities of other companies or the Town.

8.5 Town Requirement to Underground. In addition to the provisions of this Article, the Town may require any above ground United Power Facilities to be moved underground at the Town's expense; provided, however, that United Power shall not be required to underground any of its Facilities to which wireless and/or broadband facilities are attached and/or jointly used (which facilities were properly permitted by the Town to be in the subject right-of-way), as such

facilities (of United Power or other joint use/attaching provider) are required to be above ground in order to operate, and all requirements of undergrounding in this Agreement are subject to this exception, unless the Town provides a reasonable alternative above-ground location to relocate the wireless and/or broadband facilities.

(A) **Undergrounding Performance.** Upon receipt of a written request from the Town, United Power will, to the extent of monies available in the Fund and as otherwise provided herein, underground United Power Facilities in accordance with the procedures set forth in this Section 8.5.

(B) **Performance.** United Power shall complete each under-grounding project requested by the Town within a reasonable time, not to exceed one hundred eighty (180) days from the later of the date upon which the Town designee makes a written request or the date the Town provides to United Power all reasonable service application submittal requirements, unless a shorter time is warranted for a public purpose. United Power shall be entitled to an extension of time to complete each under-grounding project where United Power's performance was delayed due to a cause that could not be reasonably anticipated by United Power or is beyond its reasonable control, after exercise of best efforts to perform, including but not limited to, fire, strike, war, riots, acts of governmental authority, acts of God, forces of nature, judicial action, unavailability or shortages of materials or equipment and failures or delays in delivery of materials, or other reasons as set forth in 6.2(B) above. Upon request of United Power, the Town may also grant United Power reasonable extensions of time for good cause shown and the Town shall not unreasonably withhold any such extension.

(C) **Town Revision of All Service Application Submittal Requirements.** Any revision by the Town of all service application submittal requirements provided to United

Power that causes United Power to substantially redesign and/or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the under-grounding project under the Franchise.

(D) **Completion/Restoration.** Each such undergrounding project shall be deemed complete only when United Power actually undergrounds the designated United Power Facilities, restores the undergrounding site in accordance with Sections 6.6 and 6.7 of this Franchise or as otherwise agreed with the Town designee and removes from the site or properly abandons on site any unused facilities, equipment, material and other impediments.

(E) **Estimates.** Promptly upon receipt of an undergrounding request from the Town and all service application submittal requirements necessary for United Power to design the undergrounding project, United Power will prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the Town to review and, if acceptable, issue a project authorization. United Power will not proceed with any requested project until the Town has provided a written acceptance of United Power estimate.

(F) **Report of Actual Costs.** Upon completion of each under-grounding project, United Power will submit to the Town a detailed report of United Power's actual cost to complete the project and United Power shall reconcile this total actual cost with the accepted cost estimate.

(G) **Audit of Underground Projects.** The Town may require that United Power undertake an independent audit of any under-grounding project for five hundred thousand dollars (\$500,000.00) or greater. The cost of any such independent audit shall be paid from and reduce the amount of the fund. United Power shall cooperate fully with any audit and the independent auditor shall prepare and provide to the Town and United Power a final audit report

showing the actual costs associated with completion of the project. If a project audit is required by the Town, only those actual project costs, including reasonable internal costs and overhead as charged to the project by United Power's normal cost accounting rules and protocols, confirmed and verified by the independent auditor as commercially reasonable and commercially necessary to complete the project shall be charged to the fund.

8.6 Audit of Underground Fund. Upon a reasonable written request by the Town, but no more frequently than once every three (3) years, United Power will audit the fund for the Town. Such audits shall be limited to the previous three (3) calendar years. United Power will provide the audit report to the Town and will reconcile the fund consistent with the findings contained in the audit report. If the Town has concerns about any material information contained in the audit, the Parties shall meet and make good faith attempts to resolve any outstanding issues. If the matter cannot be resolved to the Town's reasonable satisfaction, United Power will, at its expense, cause an independent auditor, selected by agreement with the Town, to investigate and determine the correctness of the charges to the underground fund. The independent auditor shall provide a written report containing its findings to the Town and United Power. United Power will reconcile the fund consistent with the findings contained in the independent auditor's written report. If the independent auditor's report confirms United Power's allocations, costs and expenses, the Town shall be responsible for fifty percent (50%) of the cost for the independent auditor's work and report.

ARTICLE 9: ENVIRONMENT AND CONSERVATION

9.1 Environmental Leadership. United Power is committed to using the earth's resources wisely; supporting the advancement of emerging technologies, and helping its customers use energy as efficiently as possible. United Power will strive to conduct its operations in a way that avoids adverse environmental impacts where feasible, subject to constraints faced by a

cooperative utility. In doing so, United Power will consider environmental issues in its planning and decision making, and will invest in environmentally sound technologies when such technologies are deemed prudent and feasible. United Power will continue with its voluntary carbon reduction program to reduce greenhouse gas emissions and shall continue to explore ways to reduce water consumption at its Facilities. United Power will continue to work with the U.S. Fish and Wildlife Service to develop and implement avian protection plans to reduce electrocution and collision risks by eagles, raptors and other migratory birds caused by transmission and distribution lines.

9.2 Energy Conservation and Efficiency.

(A) Energy Efficiency Programs.

(1) **General.** The Town and United Power recognize and agree that energy conservation and efficiency programs offer opportunities for the efficient use of energy and reduction of customers' energy consumption and costs. United Power recognizes and shares the Town's desire to advance the implementation of cost-effective energy conservation and efficiency programs, which direct opportunities to United Power's customers to manage more efficiently their use of energy and, thereby, create the opportunity to reduce their energy consumption, costs, and impact on the environment. United Power will seek to develop and offer energy efficiency programs to its customers. United Power commits to offer Demand Side Management (DSM) programs and similar succeeding programs, which provide customers the opportunity to reduce their energy usage. In doing so, United Power recognizes the importance of (i) implementing cost-effective programs, the benefits of which could otherwise be lost if not pursued in a timely fashion and (ii) developing cost-effective energy management programs for the various classes of United Power's customers. United Power commits to offer programs that attempt to capture market

opportunities for cost-effective energy efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate energy efficiency in new construction projects, and recommissioning programs to analyze existing systems to optimize performance and conserve energy. United Power will advise the Town and United Power's customers of the availability of assistance that United Power makes available for investments in energy conservation, and may do so through dissemination of such information through its Community Affairs Representatives, newsletters, newspaper advertisements, bill inserts and energy efficiency workshops and by maintaining information of these programs on United Power's website.

(2) **Town Improvements.** United Power agrees to work with the Town to implement periodic grant or other financial assistance programs or mechanisms to assist the Town in defraying costs incurred by the Town in making technology changes and/or modifications to Town Facilities or purchasing equipment to provide energy efficiencies and/or conservation. A mutually cooperative process including discussion during the June to August time frame for each ensuing budget year to include such expenditures in the next annual budget cycle will materially assist the Parties in best utilizing such grant or other financial assistance programs. Both Parties must agree on the program uses, terms, conditions and funding mechanisms for all such grant or other financial assistance programs before United Power will advance any funds for such program.

(B) **Renewable Resource Programs.** United Power agrees to invest in clean, renewable electric power and include renewable resource programs as an integral part of United Power's provision of electric service to its customers. United Power will continue to promote existing or new programs in its service territory and take the following steps to encourage

participation by the Town and United Power's customers in available renewable resource programs:

- (1) Notify the Town regarding eligible renewable resource programs;
- (2) Provide the Town with support regarding how the Town may participate in eligible renewable resource programs; and,
- (3) Advise customers regarding participation in eligible renewable resource programs.

(C) **Five Year Review.** The Town and United Power agree to meet no less frequently than every five (5) years during the term of the Franchise to review and exchange information concerning new and additional energy conservation and efficiencies that may be implemented to further the stated intention of this Article 9.

ARTICLE 10: USE OF UNITED POWER FACILITIES

10.1 Town Use of United Power Facilities. The Town shall be permitted to make reasonable use of United Power's distribution Facilities such as poles and conduits in the Town at no cost to the Town for the placement of Town equipment or Facilities necessary to serve a legitimate police, fire, emergency, communications, public safety or traffic control purpose, or for any other purpose consistent with exercise of the Town's municipal powers and services; provided, however, that such use does not interfere with United Power Facilities or increase costs to United Power. The Town may, upon written approval by United Power, which approval shall not be unreasonably withheld, and as long as United Power's and industry standard safeguards are not compromised, string decorative banners or similar type of removable attachments to United Power Facilities. The Town shall notify United Power in writing in advance of its intent to use United Power Facilities and the nature of such use. The Town shall be responsible for its materials costs and any costs associated with modifications to United Power Facilities to accommodate the

Town's joint use of such United Power Facilities and for any electricity used. No such use of United Power Facilities shall be required if it would constitute a safety hazard or would interfere with United Power's use of United Power Facilities. Any such Town use must comply with the National Electric Safety Code and all other applicable laws, rules and regulations. Subsequently, if United Power determines that it will no longer utilize the shared facilities, Town will be responsible, at its cost, for procuring alternatives for its facilities. United Power will be required to provide at least one hundred eighty (180) days' notice if it intends to abandon any shared Facility, unless such change is occasioned by external circumstances beyond United Power's control. In that event, reasonable notice is all that is required.

10.2 Use of United Power Land. United Power will grant to the Town use of distribution and transmission rights-of-way which it now, or in the future, owns or has an interest in within the Town for the purposes set forth in the Colorado Parks and Open Space Act of 1984, § 29-7.5-101, *et seq.*, C.R.S. provided that United Power shall not be required to allow such use in any circumstance where such use would interfere with United Power's use of the distribution and transmission rights-of-way or increase United Power's costs. Such grant shall be made only if United Power is given at least sixty (60) days advance notice of the Town's desired use. Any use by the Town pursuant to this Section 10.2 shall be made at the Town's sole expense, and shall be subject to any safety or other requirements imposed by United Power. The Town hereby expressly understands that United Power's rights-of-way contain electrical lines that could prove deadly if contact is made with any electrical current. To the extent permitted by law, the Town shall hold harmless and indemnify United Power for any and all liability and damages associated with the Town's use of United Power's distribution and transmission rights-of-way, conduits and poles, including the payment of United Power's reasonable attorney and expert witness fees, if

applicable, except to the extent the loss is caused by United Power's own negligence or willful misconduct.

10.3 Third Party Use of United Power Facilities. If requested in writing by the Town, United Power may, but will not be required to, allow other companies who hold Town franchises, or otherwise have obtained consent from the Town to use the streets, to utilize United Power Facilities for the placement of their Facilities upon approval by United Power and agreement upon reasonable terms and conditions including payment of fees established by United Power. No such use shall be permitted if it would constitute a safety hazard or would interfere with United Power's use of United Power Facilities or increase United Power's costs. United Power shall not be required to allow the use of United Power Facilities for the provision of utility service except as otherwise required by law.

10.4 Emergencies. Upon request, United Power will cooperate with the Town in developing an emergency management plan. In the case of any emergency or disaster, United Power will, upon a reasonable verbal request by the Town, make available United Power Facilities for temporary emergency use during the emergency or the disaster period. Such use of United Power Facilities shall be of a limited duration and will only be allowed if the use does not interfere with United Power's own use of such United Power Facilities or increase United Power's costs.

ARTICLE 11: RIGHT OF FIRST PURCHASE/USE OF UNITED POWER LAND

11.1 Right of First Purchase. If at any time during the term of this Franchise, United Power proposes to sell or dispose of any of its real property located within the Town, it will provide to the Town the right of first purchase of same. United Power will obtain an appraisal by a qualified appraiser on any such real property and the Town shall have ninety (90) days after receipt of the qualified appraisal in which to exercise the right of first purchase at the appraised value by giving written notice to United Power. If the Town is not satisfied with the appraisal tendered by

United Power, the Town may obtain, within ninety (90) days of United Power's tender of its appraisal, which time period may be extended upon request of the Town and approval by United Power, which approval shall not be unreasonably withheld, and at the Town's cost, a second appraisal which, upon receipt, shall be tendered to United Power. If United Power is satisfied with the Town's appraisal, then, upon notice, the Town shall purchase the property at the price set forth in the second appraisal. If United Power is not satisfied with the second appraisal, then the appraisers issuing the first and second appraisals shall choose a third appraiser who will also appraise the property. The Town and United Power shall share the cost of the third appraiser equally and shall be bound by the value concluded by the third appraiser. The sixty (60) day time period by which the Town may have the first right to purchase the property shall be extended thirty (30) days from the dates of the second or third appraisal (as the case may be), and the Town shall close on the sale and pay the value set forth in the controlling appraisal within said thirty (30) days. Should the Town not provide the required written notice that it wishes to purchase the subject property within the time frames above, United Power may proceed to negotiate with others for the sale of such property, provided that United Power may not sell such property for an amount less than ninety-five percent (95%) of the appraised value without first providing the Town an opportunity to purchase such property at such lesser price, in which instance the Town shall have thirty (30) days to determine if it wishes to purchase such property.

ARTICLE 12: INDEMNIFICATION OF TOWN

12.1 Town Held Harmless. United Power will construct, maintain and operate its Facilities in a manner which provides reasonable protection against injury or damage to persons or property. United Power shall not be obligated to hold harmless or indemnify the Town for claims, demands, judgments or losses which are a result of the negligence or willful misconduct of the Town or its officers, contractors, agents or employees.

12.2 Notice to United Power. Within sixty (60) days after receipt of the same by the Town Attorney, the Town will provide notice to United Power of the pendency of any claim or action against the Town arising out of the exercise by United Power of its Franchise rights. United Power will be permitted, at its own expense, to appear and defend or to assist in defense of such claim.

12.3 Indemnification.

(A) **Town Indemnified.** United Power agrees to indemnify, defend and hold the Town harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the grant of this Franchise, the exercise by United Power of the related rights, or from the operations of United Power within the Town, and shall pay the costs of defense plus reasonable attorneys' fees. The Town shall (a) give prompt written notice to United Power of any claim, demand or lien with respect to which the Town seeks indemnification hereunder and (b) unless in the Town's judgment a conflict of interest may exist between the Town and United Power with respect to such claim, demand or lien, shall permit United Power to assume the defense of such claim, demand, or lien with counsel satisfactory to the Town. If such defense is assumed by United Power, United Power shall not be subject to any liability for any settlement made without its consent.

Notwithstanding any provision hereof to the contrary, United Power shall not be obligated to indemnify, defend, or hold the Town harmless to the extent any claim, demand or lien wholly arises out of, relates to, or is in connection with negligence or willful misconduct by or of the Town or its officers, contractors, agents or employees.

12.4 Immunity. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Town may have under the Colorado

Governmental Immunity Act (§24-10-101, et seq., C.R.S.) or of any other defenses, immunities, or limitations of liability available to the Town by law.

12.5 Waiver of Subrogation. The Town and United Power hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to their respective property resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Town and United Power. These waivers and releases shall apply between the Town and United Power, and they shall also apply to any claims under or through either one as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either the Town or United Power concerning the property shall waive the insurer's right of subrogation against the other Party.

ARTICLE 13: TRANSFER OF FRANCHISE

13.1 Consent of Town Required.

(A) United Power shall not sell, transfer or assign this Franchise or any rights under this Franchise to another, by merger or otherwise, excepting only corporate reorganizations of United Power not involving a third party, unless the Town shall approve in writing such sale, transfer or assignment of rights. Approval of the sale, transfer or assignment shall not be unreasonably withheld. The charging or collection of the transfer fee hereinafter set forth is conclusively deemed reasonable.

(B) In order that the Town may share in the value this Franchise adds to United Power's operations, any such transfer or assignment by United Power of rights under this Franchise requiring Town approval under Section 13.1(A) shall require that the transferee to promptly pay to the Town an amount that is equal to the greater of: (i) Fifty thousand dollars (\$50,000.00) or (ii) three times the most recent twelve (12) months of franchise fees collected by the Town from United

Power. In the event only a portion of United Power's service area within the municipal boundaries of the Town is transferred, the transfer fee shall be calculated by multiplying the greater of (i) and (ii) above by number of customers transferred, divided by the then current number of customers served by United Power in the Town before said transfer. Such transfer fee shall not be recovered from the Town or from the Town residents or property owners through electric rates of customers in the Town or by a surcharge of the Residents of the Town by the transferee or United Power.

(C) Any sale, transfer or assignment of electric Facilities which cause degradation of electric service within United Power's Service Area or results in a significant increase in rates to Town customers, shall constitute a violation of this Franchise, for which United Power shall remain liable.

ARTICLE 14: MUNICIPALLY-PRODUCED RENEWABLE ENERGY

14.1 Municipally-Produced Renewable Energy.

(A) **Town Reservation.** The Town expressly reserves the right to engage in the generation of renewable energy for the sole purpose of selling such renewable energy to United Power, and not for the purpose of operating its own utility. United Power agrees in good faith to negotiate a power purchase agreement to purchase Town-generated energy made available for sale, and consistent with CPUC and established United Power Board requirements, and considering the then existing agreements with United Power's current providers.

ARTICLE 15: PURCHASE OR CONDEMNATION

15.1 Franchise Not to Limit Town's Rights. Subject to the provisions of Part 2 of Title 40, Article 9.5 of the Colorado Revised Statutes, nothing in this Franchise prohibits the Town from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law; provided, however, that if the Town does so, it will comply with the provisions of such statutes requiring the compensation of United Power therefor.

15.2 Town's Right to Purchase or Condemn. The right of the Town to construct, purchase or condemn any public utility works or ways, and the right of United Power in connection therewith, as provided by the Colorado Constitution and Statutes, are hereby expressly reserved. The Town shall have the right during the term of this Franchise and using the procedures set forth herein, to purchase United Power Facilities, land, rights-of-way and easements now owned or to be owned by United Power located within the municipal boundaries of the Town.

15.3 Notice of Intent to Purchase or Condemn. The Town shall provide United Power no less than ninety (90) days' prior written notice of its intent to purchase or condemn United Power Facilities. Nothing in this section shall be deemed or construed to constitute consent by United Power to the Town's purchase or condemnation of United Power Facilities.

15.4 Negotiated Purchase Price or Condemnation Award. Upon the exercise of the Town's option to purchase, the Parties shall negotiate in good faith to determine a mutually acceptable purchase price. This purchase price will be calculated by the methodology set forth in § 40-9.5-201, C.R.S.

15.5 Continued Cooperation by United Power.

(A) In the event the Town exercises its option to purchase or condemn, United Power agrees that it will continue to supply in whole or in part any service it supplies under this Franchise Agreement and the ordinance adopting the same, at the Town's request, for the duration of the term of this Agreement and shall continue to pay the Franchise Fee to the Town during this period. United Power's Facilities shall be available for continued service until nine (9) months after final order is entered in a condemnation proceeding or the effective date of a purchase agreement between the Parties; provided however, said obligation to maintain Facilities shall not exceed a twenty-four (24) month period after the termination of the Franchise. United Power shall

continue to provide service pursuant to the terms of this Agreement for said twenty-four (24) months until the Town has either purchased or condemned United Power's Facilities, or alternative arrangements have been made to supply electricity to the Town and its residents, whichever date shall occur earlier, and shall continue to pay the Franchise Fee, or funds equivalent to the Franchise Fee, to the Town during this period. The Town shall not pay for any services no longer required.

(B) United Power will cooperate with the Town by making available then existing pertinent United Power records, which are not privileged, to enable the Town to evaluate the feasibility of acquiring United Power Facilities. United Power will not be obligated to conduct studies or accrue data without reimbursement by the Town, but will make such studies if reimbursed its actual costs for the same. United Power will take no action, which could inhibit the Town's ability to effectively or efficiently use the acquired systems. At the Town's request, United Power will supply electricity for use by the Town in a Town-owned system.

ARTICLE 16: CHANGING CONDITIONS.

United Power and the Town recognize that many aspects of the electric utility business are currently the subject of discussion, examination and inquiry by different segments of industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way United Power conducts its business and meets its service obligations. In recognition of the present state of uncertainty respecting these matters, United Power and the Town agree, on request of the other, to negotiate in good faith an amendment of this Franchise or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of such developments.

ARTICLE 17: UNCONTROLLABLE FORCES.

Neither the Town nor United Power shall be in breach of this Franchise Agreement if a failure to perform any of the duties under this Franchise is due to uncontrollable forces, which

shall include but not be limited to accidents, breakdown of equipment, shortage of materials, acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, other causes or contingencies of whatever nature beyond the reasonable control of the Party affected, including the causes set forth in 6.2(B) above, and which could not reasonably have been anticipated and avoided.

ARTICLE 18: BREACH AND REMEDIES

18.1 Non-Contestability. The Town and United Power agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed and, except as may be specifically provided in this Franchise Agreement, neither will take any unilateral legal action to secure the modification or amendment of this Franchise.

18.2 Breach/Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the “breaching party”) to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a “breach”), the other party (the “non-breaching party”) may provide written notice to the breaching party of such breach. Upon receipt of such notice, the breaching party shall be given a reasonable time, not to exceed thirty (30) days, in which to remedy the breach and except as provided under Article 17. If the breaching party does not remedy the breach within the time allowed in the notice, the non-breaching party may exercise the following remedies for such breach:

- (A) Specific performance of the applicable term or condition; and,
- (B) Recovery of actual damages from the date of such breach incurred by the

non-breaching party in connection with the breach, but excluding any consequential damages.

18.3 Termination of Franchise by Town. In addition to the foregoing remedies, if United Power fails or refuses to perform any material term or condition of this Franchise (a “material breach”), and such failure is not an occurrence by force majeure under Article 17, the

Town may provide written notice to United Power of such material breach. Upon receipt of such notice, United Power shall be given a reasonable time, not to exceed ninety (90) days, within which to remedy the material breach. If United Power does not remedy the material breach within the time allowed in the notice, the Town may, at its sole option, terminate this Franchise. This remedy shall be in addition to the Town's right to exercise any of the remedies provided for elsewhere in this Franchise. Upon such termination, United Power shall continue to provide electric service to the Town and its residents until the Town makes alternative arrangements for such service and be paid for such service in an amount equivalent to the Franchise Fee payable hereunder. United Power shall also be entitled to collect from Residents and shall be obligated to pay the Town, at the same times and in the same manner as provided in the Franchise, an aggregate amount equal to the amount which United Power would have paid as a franchise fee as consideration for use of the Town streets.

18.4 United Power Shall Not Terminate Franchise. In no event, other than caused by the Town's material breach of this Agreement, does United Power have the right to terminate this Franchise, but may transfer its rights hereunder after notice to Town and as otherwise set forth in Article 13.

18.5 No Limitation. Except as provided herein, nothing in this Franchise shall limit or restrict any legal rights or remedies that either Party may possess arising from any alleged breach of this Franchise.

ARTICLE 19: UNITED POWER OPERATIONS

19.1 Corporate Structure. Unless otherwise required by law, United Power shall continue its operations hereunder as a Colorado nonprofit corporation and cooperative controlled by its customers and as generally provided under § 40-9.5-101, et seq., C.R.S. This subsection

shall not limit the power of United Power to engage in other lawful business ventures through the use of subsidiary or controlled entities, including for profit ventures.

ARTICLE 20: AMENDMENTS

20.1 Amendment to Franchise. This Franchise Agreement represents the entire Franchise Agreement between the Parties and, except as otherwise specified in this Agreement and the granting of the Franchise Fees and matters related thereto, there are no oral or collateral agreements or understandings.

This Franchise Agreement may be amended only by an instrument in writing signed by United Power and the Town.

20.2 Proposed Amendments. At any time during the term of this Franchise, the Town or United Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired. However, nothing contained in this Section 20.2 shall be deemed to require either Party to consent to any amendment proposed by the other Party.

ARTICLE 21: EQUAL OPPORTUNITY

21.1 Equal Opportunity. United Power is an equal opportunity employer. United Power will comply with all federal, state and Town laws regarding employment, contracting and operating its business activities with a policy of non-discrimination with people of all race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, or any other protected status in accordance with all Federal, state, or local laws.

21.2 Contracting. United Power agrees to require all of its contractors to comply with all Federal, state, and Town laws regarding employment, contracting and operating their business activities with regards to non-discrimination with people of all race, color, religion, national origin,

gender, age, military status, sexual orientation, marital status, or physical or mental disability, or any other protected status in accordance with all Federal, state, or local laws.

21.3 Economic Development. The Parties agree that promoting economic development with the Town is in the best interest of all Parties. United Power is committed to the principle of stimulating, cultivating, and strengthening the participation and representation of under-represented groups in the local Johnstown business community. United Power believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. United Power is also committed to the principle that the success and economic well-being of United Power is closely tied to the economic strength and vitality of the diverse communities and people it serves. United Power believes that contributing to the development of a viable and sustainable economic base among all United Power customers is in the best interests of United Power and its member-owners and will keep these goals in mind in formulating its economic development strategies, programs and policies.

ARTICLE 22: UNDOCUMENTED WORKERS

Undocumented Workers. At all times during the term of this Franchise Agreement, United Power agrees that it will comply with all applicable Federal, State, and Town laws prohibiting the employment of, or contracting with, undocumented workers.

22.2 Employment Prohibited. United Power will not knowingly employ or contract with an undocumented worker to perform work for United Power that is or may be related to this Franchise Agreement or knowingly contract with a subcontractor who knowingly employs or contracts with undocumented workers to perform work under this Franchise Agreement.

22.3 Affirmative Action. United Power agrees to take affirmative action to ensure that it does not employ or contract with undocumented workers to perform work on this Franchise by

participation in the Social Security Administration and Department of Homeland Security E-Verify Program.

22.4 Subcontractors.

(A) United Power will require all subcontractors of United Power to certify in writing to United Power that the subcontractor does not knowingly employ or contract with undocumented workers and further to agree in writing not to knowingly employ or contract with an undocumented worker to perform work that is or may be related to this Franchise Agreement.

(B) United Power shall not enter into a contract with a subcontractor that fails to certify to United Power that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work that is or may be related to this Franchise Agreement.

(C) If United Power obtains actual knowledge that a subcontractor performing work under this Franchise Agreement knowingly employs or contracts with an undocumented worker, United Power shall:

(1) Notify the subcontractor and the Town within three (3) days that United Power has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and

(2) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to Section 21.4(C)(2), the subcontractor does not terminate the employment or contract with the undocumented worker; except that United Power shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

22.5 Compliance. United Power will comply with any reasonable request by the Town or the Colorado Department of Labor and Employment made in the course of an investigation that the Town or the Department is undertaking for the purpose determining the immigration status of all newly hired employees or contractors working on this Franchise, including, but not limited to:

(A) Inspections and/or interviews at such locations as this contract is being performed;

(B) Review documentation related to the immigration status and/or employment eligibility of all newly hired employees or contractors performing work which is or may be related to this Franchise; or,

(C) Any other reasonable steps as necessary to determine whether United Power or subcontractor is complying with the provisions of this Franchise related to the employment of or contracting with undocumented workers.

22.6 Documentation. United Power will, upon request, provide to the Town copies of documentation and verification of immigration status and employment eligibility received by United Power for itself or from subcontractors; and, if requested, copies of information received from a subcontractor submitted to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

22.7 Violation. If United Power violates a provision of this Article 22, such violation may constitute a breach of this Franchise Agreement and the Town, in its sole discretion, may terminate the Franchise for breach of contract. If the Franchise is so terminated, United Power shall be liable for actual damages to the Town.

ARTICLE 23: MISCELLANEOUS

23.1 No Waiver. Neither the Town nor United Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its

officers, employees, or agents, upon any one or more occasions. Further, neither the Town nor United Power waives any rights under the laws, statutes and/or constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

23.2 Successors and Assigns. The rights, privileges, franchises and obligations granted and contained in this Agreement shall inure to the benefit of and be binding upon United Power, its successors and assigns as same may succeed to the rights of United Power pursuant to Article 13.

23.3 Notice and Representatives. Both Parties shall designate from time to time in writing, representatives for United Power and the Town who will be the person(s) to whom notices shall be sent regarding any action to be taken under this Agreement. Notice shall be in writing and forwarded by overnight courier (with receipt /signature required), United States first-class certified mail (return receipt requested), or by hand delivery, facsimile or electronic transmission with proof of delivery (the sender shall confirm the receiver's facsimile number or email address in advance of sending, and shall request a confirmation of receipt), to the persons and addresses as hereinafter stated unless the names and addresses are changed at the written request of either Party, delivered in the manner provided herein. Until any such change shall hereafter be made, notices shall be sent to the following:

For the Town of Johnstown:

Town Manager
Johnstown City Hall
P.O. Box 609
450 Parrish Avenue.
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

For United Power:

Chief Executive Officer
United Power, Inc.
500 Cooperative Way
Brighton, CO 80603
Email: notices@unitedpower.com

23.4 Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a replacement provision that will achieve the original intent of the Parties hereunder.

23.5 Entire Agreement. This Agreement constitutes the entire agreement of the Parties. There have been no representations made other than those contained in this Agreement.

23.6 Third Parties, Rights to Third Parties. Nothing herein contained shall be construed to provide rights or benefits to third parties.

23.7 Prevailing Party. In any judicial or administrative action to enforce any of the terms or conditions of this Franchise, the Party that substantially prevails as determined by the court shall be entitled to recover its costs and expenses incurred in such action, including reasonable attorney fees, but only to the extent permitted by law, recognizing the constitutional and statutory limitations prohibiting, among other potential limitations, a municipality from expending unbudgeted and unappropriated funds.

23.8 Headings for Reference Only. The headings used in this Franchise are for references only and convey no substantive rights or impose no substantive obligations on the Parties.

23.9 Responsibility for Language. The Parties hereby acknowledge during the drafting of this document each has been represented by legal counsel and that each Party bears equal and

identical responsibility for the language of this Agreement. In case of ambiguity, there shall be no presumption based upon responsibility for drafting this Franchise, and the Agreement shall not be construed against one Party in favor of another.

23.10 Authority. Each Party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable laws, to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties to its terms. The persons executing this Agreement on behalf of each of the Parties warrant that they have full authorization to execute this Agreement.

23.11 Applicable Law and Venue. Colorado law shall apply to the construction and enforcement of this Franchise. The Parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Weld County, State of Colorado.

ARTICLE 24: APPROVAL

TOWN APPROVAL. This grant of Franchise Agreement shall not become effective unless approved and granted by ordinance of the Town Council.

UNITED POWER APPROVAL. United Power shall file with the Town Clerk its written approval of this Franchise and of all of its terms and provisions at least ten (10) days prior to public hearings set for consideration of the Ordinance by the Town Council. United Power shall file with the Town Clerk its written ratification thereof within ten (10) days after the approval of this Franchise Agreement by the Town Council. The acceptance and ratification shall in form and content be approved by the Town Attorney. If United Power shall fail to timely file its written acceptance or ratification as herein provided, this Franchise shall be and become null and void.

(The remainder of this page is blank; signature page follows)

IN WITNESS WHEREOF, the Parties have executed this agreement this ____ day of _____, 2021.

UNITED POWER, INC.,
a Colorado nonprofit cooperative corporation

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Chief Executive Officer of United Power

By: _____
Mayor

ATTEST:

Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, Chief Executive Officer of United Power, Inc., a Colorado cooperative association.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public
My Commission expires:

(SEAL)



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: First Amendment to Subdivision Development and Improvement Agreement Concerning Johnstown Village, Filing No. 1

ATTACHMENTS: First Amendment to the Subdivision Development and Improvement Agreement Concerning Johnstown Village, Filing No. 1

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is the First Amendment to Subdivision Development and Improvement Agreement Concerning Johnstown Village, Filing No. 1. This amendment is a result of the Council's request to take ownership of the regional stormwater improvements that were made by Johnstown Village Metropolitan District. In the original Subdivision Development and Improvement Agreement, the regional stormwater line would remain in the possession of the Johnstown Village Metro District. The amendment presented would recognize that the regional stormwater trunkline that feeds ultimately to the Little Thompson River, would become the ownership of the Town, as requested.

LEGAL ADVICE:

The Town Attorney has reviewed the First Amendment Agreement as presented.

FINANCIAL ADVICE:

Not Applicable.

Reviewed and Approved for Presentation,

Town Manager

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**FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT
AGREEMENT CONCERNING JOHNSTOWN VILLAGE, FILING NO. 1**

This First Amendment to Subdivision Development and Improvement Agreement Concerning Johnstown Village, Filing No. 1 ("First Amendment"), is made and entered into on this ____ day of _____, 2021, by and between the **Town of Johnstown, Colorado**, a municipal corporation (the "Town") and **Forestar (USA) Real Estate Group, Inc.**, a Delaware Corporation (the "Developer").

WITNESSETH:

WHEREAS, on or about September 4, 2019, the Town and Johnstown Village, LLC, a Colorado limited liability company, entered into a Subdivision Development and Improvement Agreement ("Agreement") for development of property known as Johnstown Village, Filing No. 1 ("Development"), which was recorded in the real estate records of Weld County, Colorado on December 23, 2019 at Reception Number 4552736; and

WHEREAS, Johnstown Village, LLC, a Colorado limited liability company, subsequently sold the real property associated with the Development to Developer; and

WHEREAS, the Developer is bound by and subject to the terms of the Agreement; and

WHEREAS, the Agreement provides, among numerous other provisions, that the Developer is required to construct and install an offsite stormwater line from the Development to the Little Thomson Creek and that, unlike the other public improvements, Developer is required to operate and maintain the offsite stormwater line upon completion of the construction of the improvement; and

WHEREAS, upon subsequent conferral and consideration, the Town Council desires that the Developer dedicate the offsite stormwater line to the Town; and

WHEREAS, the Developer agrees to dedicate the offsite stormwater line to the Town; and

WHEREAS, the Town inspected the offsite stormwater line and issued a letter of initial acceptance of the same on August 25, 2020.

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

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

1. Recitals. The Recitals are incorporated into this First Amendment as if fully set forth herein.

2. Offsite Stormwater Line. The Parties agree that, contrary to the terms of the Agreement, the offsite stormwater line is hereby dedicated to the Town, and the Town granted initial acceptance of the offsite stormwater line on August 25, 2020. To effectuate that agreement, the Agreement shall be amended as follows.

A. Paragraph 1.7.1 of the Agreement shall be amended in full to read as follows:

1.7.1 **“Private Improvements – Phase 1A”** shall mean the construction, installation and improvement of privately owned and maintained stormwater improvements, landscaping, irrigation structures, fencing, entry signs, street signs and posts if the same are enhanced above the Town standards, street lights that are not Xcel Energy’s standard lights, parks and open space, trails, postal service boxes, if required by the U.S. Postal Service, and school bus shelters, all as shall be shown on the Town-approved Site Development Plan for Phase 1A of the Development.

B. Paragraph 1.8.1 of the Agreement shall be amended in full to read as follows:

1.8.1 **“Public Improvements – Phase 1A”** shall mean the improvements that will be dedicated to the Town, except as otherwise provided herein, and include the construction, installation, improvement and dedication of the public thoroughfares and streets, street signs and posts if the same are not enhanced above the Town standards, street lights that are Xcel Energy’s standard lights, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures solely benefitting Town property, if any, the Offsite Stormwater Line, as defined in **Exhibit B-3**, and other public facilities and improvements to serve the Development, as shall be shown on the Town-approved Civil Engineering Construction Plans for Phase 1A of the Development, and shall also include the Lift Station Improvements, as defined and more fully described in and required by the provisions of **Exhibit B-3**.

C. Paragraph 3 of Exhibit B-3 of the Agreement shall be amended in full to read as follows:

3. In connection with the development of the Property, Developer is required to install an offsite stormwater line extending from the Property to an outfall into Little Thompson Creek (“Offsite Stormwater Line”). The estimated cost of the Offsite Stormwater Line is set forth on **Exhibit C**. The Offsite Stormwater Line shall be constructed in accordance with the Civil Engineering Construction Plans and shall be constructed as part of

the Public Improvements – Subphase 1A1. Except as provided in Section 2.6 if authorized by the Town and except with respect to the model homes, if at all, no building permits shall be issued for the Development until the Developer has constructed the Offsite Stormwater Line and obtained the Town's Notice of Initial Acceptance.

Subsequent to completion of the construction of the Offsite Stormwater Line, Developer shall be entitled to seek reimbursement from offsite benefitted property owners. Developer shall provide the certified cost of the Offsite Stormwater Line to the Town for review and approval. The Town may thereafter enter into a Reimbursement Agreement with Developer to require offsite benefitted property owners to pay a proportionate share of the cost of the Offsite Stormwater Line prior to connection thereto in form and substance acceptable to Developer and the Town. Developer expressly recognizes and agrees that, pursuant to the approved Service Plan for Johnstown Village Metropolitan District Nos. 1-5 ("Districts"), if the Districts, or any of them, impose a mill levy to recover the cost of the Offsite Stormwater Line, Developer shall be obligated to assign funds received from the offsite benefitted property owners to the District, or any of them.

3. Validity of Subdivision Development and Improvement Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

[The remainder of the page intentionally left blank.]

FORESTAR (USA) REAL ESTATE GROUP, INC.

By: Matthew Napier
 Name: Matthew Napier
 Title: Vice President
 Date:

STATE OF COLORADO)
) ss.
 COUNTY OF Arapahoe)

SUBSCRIBED AND SWORN to before me this 4th day of March, 2021, by
Matthew Napier as Vice President of Forestar (USA) Real Estate Group, Inc.

WITNESS my hand and official seal.

My commission expires: 4/6/2022



Troy Hazel
 Notary Public

TOWN OF JOHNSTOWN, COLORADO
 A Municipal Corporation

By:

Gary Lebsack, Mayor

ATTEST:

By: _____
 Diana Seele, Town Clerk



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: April 19, 2021

CC: Town Staff
Local Media

SUBJECT: Town Manager's 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):

- 05/03/2021 – Regular Town Council Meeting
 - 05/17/2021 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *Johnstown in the News* – The Town's Johnstown Cash Program was picked up by many of our local stations (print & online media, TV, and radio) who took the time to highlight the great idea connecting residents to local businesses in an effort to support local businesses and our community. Some notable pick-ups were: [Denver 7 5pm News](#), [BizWest](#), [The Greeley Tribune](#), the [Reporter Herald](#) and our local [Johnstown Breeze](#). The Office of Communications plans to continue encouraging residents to use their Johnstown Cash as well as put out updates of the success of the program.
- *Johnstown Lowdown Monthly Newsletter Changes* – Residents can expect a longer and more informative monthly newsletter starting in May. Rather than a (printed) one-page double-sided newsletter, residents will be receiving an 8.5 x 11 inch booklet with four pages. This intent of this change is to provide more clarity, information, and resources to our residents about Town activities, business, events, and community opportunities. The newsletter will continue to also be emailed to those on the email subscription list. Newsletters from the past year can be found at johnstown.colorado.gov/newsletters

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- *Johnstown Cash Program* – As of April 8, 48 businesses have signed up for the Johnstown Cash Program and have redeemed over \$4,400 in certificates. Businesses will begin to be reimbursed starting next week via check.
- *Revitalize Main Street Grant Program* – Staff is currently looking into the CDOT: Revitalize Main Street grant program and areas where grant funds could be utilized within the downtown corridor. Staff will meet with the JDDA to discuss concepts and ideas at their next scheduled meeting on April 13.
- *CRM Program* – Staff will be implementing a CRM program starting in May to begin managing business retention and expansion efforts (BR&E) and creating a database of businesses within the community.
- *Municipal Court* – The Court Clerk processed 151 summonses in the month of March.
- *Development Review* – Staff continues to host bi-weekly Johnstown Review Committee meetings to work with prospective developers – those meetings are attended by Planning, Town Engineer, Public Works and our Fire Districts. The Town continues to see an increase in development projects, with a recent peak of 17 projects in the active “review queue” at one time; we are all working diligently to keep all our projects moving forward in our processes and towards final agreements and hearings.
- *Façade Grant* – Coordination of the façade grant program is being shifted from Planning & Development to our Economic Development Manager, to maintain contact continuity for our downtown businesses. Planning & Development will still be actively involved in the review process and permit reviews.
- *Highway 60 Signalization Warrants* – Staff connected with CDOT regarding the evaluation of warrants for a signal intersection at Carlson and Highway 60. CDOT currently does not have funding remaining in their fiscal year that provides for these warrant studies – State fiscal year is July 1. Staff was advised to contact CDOT in June to attempt to schedule the warrant study at the start of the new fiscal year.
- *Community Project Funding* – The Town submitted two Community Project Funding Requests to our Federal Legislative Membership. The projects requesting funding were for a \$12,500,000 allocation for the expansion of our Low Point WWTP and a \$10,000,000 request for assistance with our water trunk line project associated with the Water Tower Project on the south side of Town. The funding if approved would be for the Federal FY 2022 which begins July 1. Funds would need to be expended by the end of the FY 2022 fiscal year.

Police Department

- *Arrest Control* – The entire department received a refresher course on arrest control. This course concentrated on handcuffing, weapon retention, and weapon takeaways.

Public Works Department

Streets, Stormwater, & Parks

- *Grading* – Grading on County Road 3 was completed from Highway 34 to Ronald Reagan Blvd. Crews also added 35 tons of road base. County Roads 42, 44 and 46 were also bladed twice each for a total of 6 miles.

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- *Patching* – 2,250 lbs. of cold patch have been used patching potholes around Town.
- *Snow* – Final cleanup continues after the large March snowstorm. Crews repaired a damaged fence on County Road 15 and mailbox on Ronald Reagan. We had a lot of tree damage and debris at the Cemetery with crews cleaning the grounds and a tree company trimming the damaged trees. Street sweeping will remain a daily task for a few weeks to finish collecting the debris from the snow. Thompson River Ranch and Thompson Crossing were recently finished with the street sweeper operators making their way through every subdivision by end of May.
- *Clock* – The clock on Parish was repaired and is operating correctly.
- *County Road 3 Update* – CR 3 improvements required upon the developer continue to progress. The sewer bore was completed and the casing pipe and carrier pipe were installed. Crews have since been digging the bore pit for the water line and cleaning up around the banks of the box culvert. The Century Link line needed to be folded over to the west in order to have enough room for casing dig. Staff is still working with our engineer on the final alignment of the waterline to the south. Once a plan has been finalized, we will provide a copy to the interested adjacent landowner.
- *Parks* – Spring cleanup is underway in all parks. Aerating is scheduled to start by the end of April and irrigation will follow shortly after. Disinfecting of playground equipment continues 2-3 times a week. We expect to increase back to 5 days a week with warmer weather ahead.
- *Sewer* – We had a sewer line collapse on Hwy 60 just east of the Hillsborough Ditch two weeks ago. This is an old clay line that was installed without manholes. The intersection where the alley parallel to Denver and Hwy 60 line connect fully collapsed. We were able to do a temporary fix that night and we are working with CDOT to go back and install cleanouts on the line so maintenance can occur until we are able to replace the entire line in the future.
- *Interceptor Project* – A contract for phase 1 of the CMaR project was signed and Connell Resources is starting to have materials delivered. Staff is currently reviewing all submittals. The project should begin by April 19.

Water & Wastewater Plants

- *Johnstown Reservoir* – Crews have begun working on the buttress at the Town reservoir with crews hauling and placing dirt around the area that will be repaired later this Fall. The buttress is needed to allow the reservoir to be filled to full capacity this Spring and Summer for water treatment needs. Work is scheduled to be done late October or early November.
- *Storage Tank Roof* – The roof replacement on the water storage tank is almost complete. Coating and painting will begin in 2-3 weeks.
- *Valve Repair* – Staff saved the Town approximately \$18,000 by repairing a gate valve located on the discharge side of the south storage tank. Crews were able to dismantle and repair the valve instead of replacing it.

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- *Water Treatment Plant* – The water treatment plant was operating again briefly for a couple days. Unfortunately, an issue with the chlorine pump resulted in the plant going back on the interconnect. Staff hopes to be fully operational again by April 20.
- *Interviews* – We have had three interviews for the open positions at the water/wastewater plants. We are hoping to make an offer within the next two weeks.
- *Central Plant* – Cleaning around the ponds at the Central Plant is underway. Crews were able to successfully burn the weeds surrounding the ponds. Sludge removal of Ponds 1 and 2 were completed. Ammonia levels continue to stay in compliance for the third month in a row.
- *Low Point* – Equipment has been ordered and Staff is working with Aqua Engineering on reviewing contractors to bring on board for the CMar component of the project to assist with the construction design.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: Revere at Johnstown, Filing No. 1, Preliminary and Final Subdivision Plat and Development Plans

ACTION PROPOSED: Approve Resolution 2021-11 Approving the Revere at Johnstown Filing No. 1 Preliminary and Final Subdivision Plat and Development Plans

ATTACHMENTS:

1. Vicinity Map
2. Resolution 2021-11
3. Great Plains Village ODP – Land Use Plan (excerpt)
4. Proposed Preliminary and Final Subdivision Plat & Development Plans
5. PZC Staff Report
6. Referral Sheets – JRC and External

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Forestar (USA) Real Estate Groups, Inc., is requesting a combined approval for their Preliminary and Final Subdivision Plat and Development Plans for 73.514 acres of land located south of CR 50, and west of the future High Plains Blvd. alignment. (Attachment 1) The subject parcel encompasses Planning Areas 14 & 15 of the Great Plains Village PUD ODP, approved in 2020 (Attachment 3), and is currently unplatted and undeveloped.

In the interest of working with developers to reduce timelines and review periods, where that seems feasible, Town Staff permitted this development to move forward as a “Combined Preliminary / Final” set of plans and plats. This process meets the spirit and all technical requirements of the Johnstown Municipal Code (JMC) and allows the Applicant to submit an initial set of preliminary plans and plat for review by the Johnstown Review Committee (JRC). Once major issues are identified and resolved – typically after 1-2 submittals, applicants can then move straight to the higher-detail final plans and plats, and combine the public hearings for Planning & Zoning Commission and Town Council into a single set of hearings. Staff also hosted a neighborhood meeting to provide additional information and opportunity for nearby residents to participate in this process.

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The proposed Revere at Johnstown Filmg No. 1 (Attachment 4) includes lots for 170 single family detached homes, and 150 single family attached homes, as well as pocket parks and stormwater facilities with a trail system within the common open space areas. This development notably includes the half-width (60') right of way and interim construction of High Plains Blvd. north of its current terminus north of Hwy 60, and extends that to a new intersection at CR 50, which will also be improved along the frontage of this site. It begins to define a small-scale network of collector streets in this quarter section, providing a north-south spine that will connect from CR 50 to the south with future development of the "Vista Commons" area, as well as an east-west collector that can serve the employment and commercial areas anticipated to the west. Staff would like the opportunity to work with the Applicant to update the final plat with a Town-approved street name for portions of CR 50 within the Town, if Council makes such a determination prior to recordation of the Final Plat.

This proposed development is in substantial compliance with the previously-approved Outline Development Plan, as well as Town and PUD design standards and specs. Detailed construction documents are in final review and revision stages, and include connections to and appropriate extensions of existing water and sewer mains in the area, as well as stormwater that will discharge to the north and south across High Plains Blvd. at historic rates and locations. Water conservation measures and areas of non-irrigated native grasses are incorporated to minimize the need for potable water for irrigation; a non-potable irrigation system is not feasible for this development and location. Transportation improvements, in compliance with the approved traffic study, include construction of an interim cross section of High Plains Blvd., updated land configurations at intersections, and dedication of additional ROW to the east has been coordinated with that property owner to ensure a full 120 foot right of way for High Plains Blvd. This site is in the Front Range Fire and Weld RE5-J districts. A list of internal and external referrals is included as Attachment 6.

Courtesy and required notices were posted, published, and mailed to property owners of record within 500 feet of the property boundaries for hearings as well as an October 2020 neighborhood meeting. Public comments received by Staff included concerns related to adequate raw water, which will be addressed with the Water and Sewer Service agreement and dedications prior to recording the final plat, and in increase in traffic on High Plains Blvd once that road is constructed to CR 50. The Rocksbury Ridge HOA is concerned about stormwater releasing into their current swale system, however this system already handles these historic undeveloped rates of flow, which is what will continue to be released. Revere will construct a series of detention ponds and structures that ensure appropriate release rates, meet Town standards, and permit that historic discharge required by state statute. A mineral estate objection, per C.R.S., was entered in person at the Planning & Zoning Commission hearing and a condition that the requirements of that statute be satisfied prior to finalizing and recording any Town approval or plat is a recommended condition included as part of this proposed Resolution.

The Planning & Zoning Commission held a public hearing on March 10, 2021. The Commission voted unanimously to recommend approval of the Preliminary and Final Subdivision Plat and Development Plans to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 5) and reiterated in substance in the proposed Resolution 2021-11(Attachment 2).

To further facilitate the Developer/Applicant's timelines, Town Staff is presenting this Preliminary and Final Subdivision Plat and Development Plans ahead of the accompanying Subdivision Improvement and Development Agreement and Water and Sewer Service Agreement, which are still being reviewed and finalized. The Applicant wishes to pass the 28-day appeal period within state statutes prior to recordation of the plat. In order to accommodate upcoming closing dates and other coordination, Staff offered the ability to move

the Preliminary and Final Subdivision Plat and Development Plans forward on Council's agenda. These agreements will be required to be fully executed prior to the Town releasing the Final Plat for recordation, and will be forthcoming in May.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-11 Approving Revere at Johnstown Filing No. 1 Preliminary and Final Subdivision Plat and Development Plans with conditions as stated within the resolution document.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-11 Approving Revere at Johnstown Filing No. 1 Preliminary and Final Subdivision Plat and Development Plans with conditions as stated within that resolution.

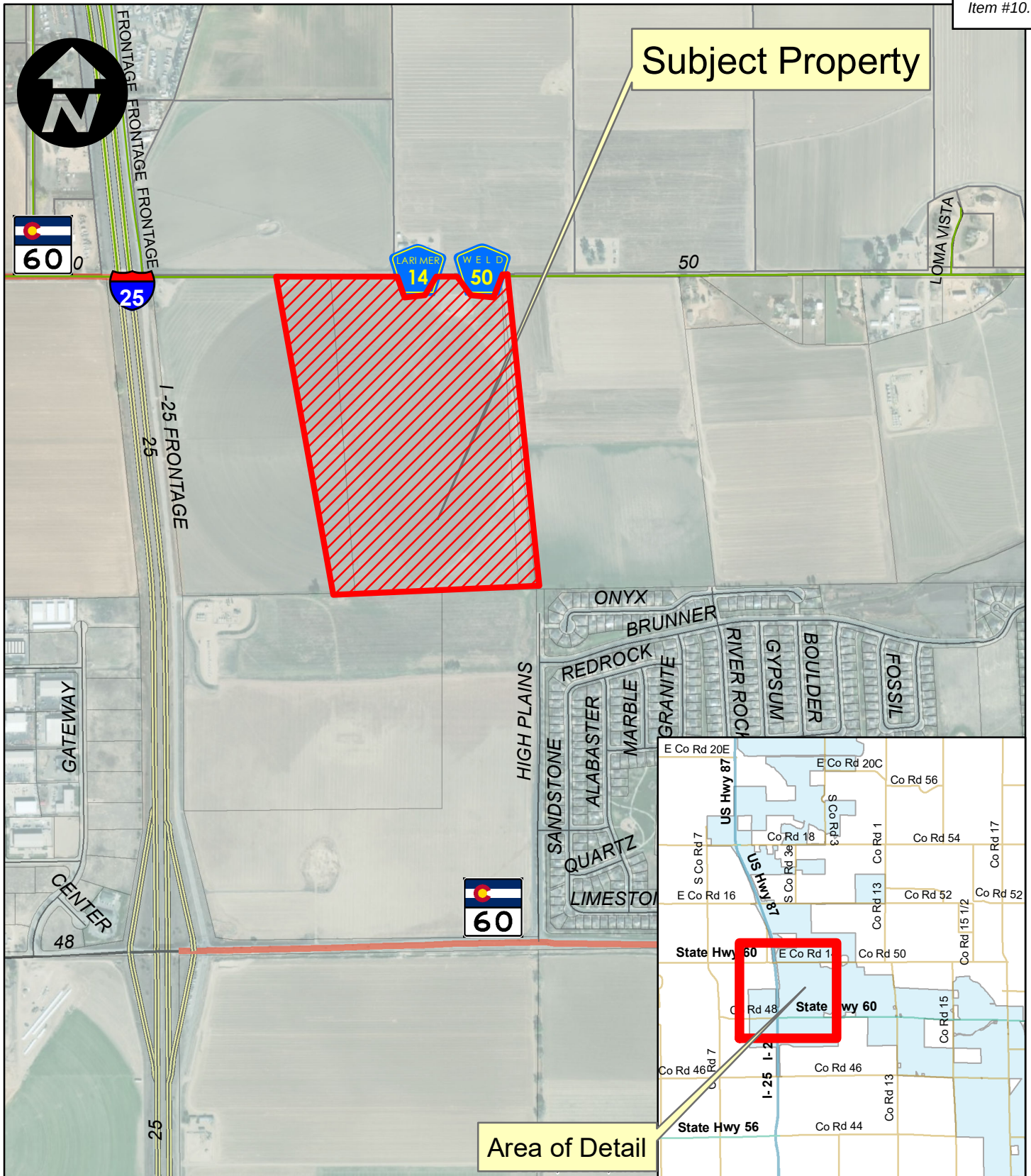
For Denial

Based on information presented in this hearing, I move to deny Resolution 2021-11 with the following findings...

Reviewed and Approved for Presentation,



Town Manager



**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021 -11**

APPROVING THE PRELIMINARY AND FINAL SUBDIVISION PLAT AND THE FINAL DEVELOPMENT PLAN FOR REVERE AT JOHNSTOWN, FILING NO. 1, LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 73.514 ACRES.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, (“Applicant”), submitted an application to the Town of Johnstown (“Town”) for approval of a Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, located in the North Half of Section 2, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 73.514 acres (“Property”); and

WHEREAS, the Applicant is under contract to purchase the Property, and intends to consummate the purchase and take fee ownership of the Property by December 31, 2021; and

WHEREAS, on March 10, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, with conditions; and

WHEREAS, on April 19, 2021, the Town Council held a public hearing concerning approval of the Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17.

WHEREAS, based on the foregoing, Town Council desires to approve the Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, with conditions.

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

Section 1. Final Subdivision Plat Approval: The Preliminary and Final Subdivision Plat for Revere at Johnstown, Filing No. 1, located in the North Half of Section 2, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 73.514 acres, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Final Development Plan Approval: The Final Development Plan for Revere at Johnstown, Filing No. 1, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Preliminary and Final Subdivision Plat and the Final Development Plan for Revere at Johnstown, Filing No. 1, are approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. The Applicant shall resolve all outstanding comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District prior to construction of any improvements;
2. The Applicant shall address trailer, recreational vehicle and boat parking and the location of third garages in the text of the Final Development Plan, to the satisfaction of Town Staff;
3. The Town and the Applicant shall execute a Subdivision Development and Improvement Agreement prior to recordation of the Final Subdivision Plat;
4. The Town and the Applicant shall execute a Water and Sewer Service Agreement prior to recordation of the Final Subdivision Plat;
5. The Applicant shall certify to the Town that notice has been provided to mineral estate owners pursuant to § 24-65.5-103, C.R.S., and that, with respect to the mineral estate owner who entered an appearance and filed an objection, DJ Homestead, LLC, a Delaware limited liability company, the Applicant and DJ Homestead, LLC, have executed a surface use agreement related to the Property, the provisions of which have been: (i) incorporated into the application for development; (ii) are evidenced by a written memorandum; or (iii) are recorded in the records of the Weld County Clerk and Recorder;
6. The Applicant shall pay the use tax provided in Article V of Chapter 4 of the Johnstown Municipal Code prior to the commencement of construction;
7. The Applicant shall pay the stormwater system development fee to the Town pursuant to Section 13-136(1) of the Johnstown Municipal Code prior to recordation of the Final Plat; and

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Subdivision Plat for Revere at Johnstown, Filing No. 1, and, once all conditions of approval are met, record the Final Subdivision Plat as provided herein at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS _____ day of April, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

OUTLINE DEVELOPMENT PLAN
GREAT PLAINS VILLAGE

LOCATED IN SECTION 2, 35 AND 36, TOWNSHIP 4 AND 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN JOHNSTOWN, COUNTIES OF WELD AND LARIMER, STATE OF COLORADO

A. INTRODUCTION

THE PURPOSE OF THIS SECTION IS TO ESTABLISH GENERAL PROVISIONS AND CLARIFY STANDARDS AND REQUIREMENTS FOR DEVELOPMENT WITHIN THE GREAT PLAINS VILLAGE PUD. DUE TO THE SIZE OF LAND AREA CONTAINED WITHIN THIS PUD AND THE CORRESPONDING LONG TERM BUILD OUT THAT IS ANTICIPATED, A RATHER BROAD RANGE OF DENSITIES AND/OR SQUARE FOOTAGES HAVE BEEN PROPOSED FOR EACH LAND USE PARCEL. THESE RANGES WILL ALLOW A VARIETY OF COMMERCIAL, LIGHT INDUSTRIAL, AND HOUSING PRODUCTS. IN ADDITION TO PROMOTING LAND USE AND DENSITY FLEXIBILITY, RANGES WILL ACCOMMODATE HOUSING PRODUCT, LAND PLANNING, MARKET AND TECHNOLOGICAL CHANGES INTO THE FUTURE. REFER TO THE PLANNING AREA SUMMARY FOR SPECIFIC DENSITIES AND SQUARE FOOTAGES.

B. DENSITY RANGES

RESIDENTIAL DENSITY RANGES ARE SPECIFIED WITHIN EACH ZONE AS LABELED ON THE LAND USE PLAN (REFER TO THE PLANNING AREA SUMMARY WITHIN THIS DOCUMENT FOR DENSITY RANGES). THE FINAL AVERAGE DENSITY OF A DEVELOPMENT PARCEL MUST BE WITHIN 10% OF THE SPECIFIED DENSITY RANGE INDICATED FOR THAT PLANNING AREA. THE FINAL AVERAGE DENSITY OF A PLANNING AREA SHALL BE BASED ON ALL RESIDENTIAL UNITS APPROVED THROUGH THE FINAL PLAT PROCESS WITHIN THE PLANNING AREA, WHETHER APPROVED AS A SINGLE PLAT OR AS MULTIPLE PLATS.

C. MAXIMUM RESIDENTIAL UNITS PER AREA

TRANSFER(S) OF RESIDENTIAL UNITS FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF UNITS MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX UNITS PER AREA) MAY BE PERMITTED BY THE DEVELOPER WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. UNIT TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE TOTAL RESIDENTIAL UNITS WITHIN THIS PUD EXCEED 2,000 WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.

D. RESIDENTIAL UNITS TRANFERS

ONCE A PLANNING AREA HAS BEEN FULLY PLATTED THROUGH THE FINAL PLAT PROCESS, ANY REMAINING RESIDENTIAL DENSITY/UNITS DESIGNATED ON THE PUD ZONE DOCUMENT WITHIN SAID PLANNING AREA SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT PLANNING AREAS.

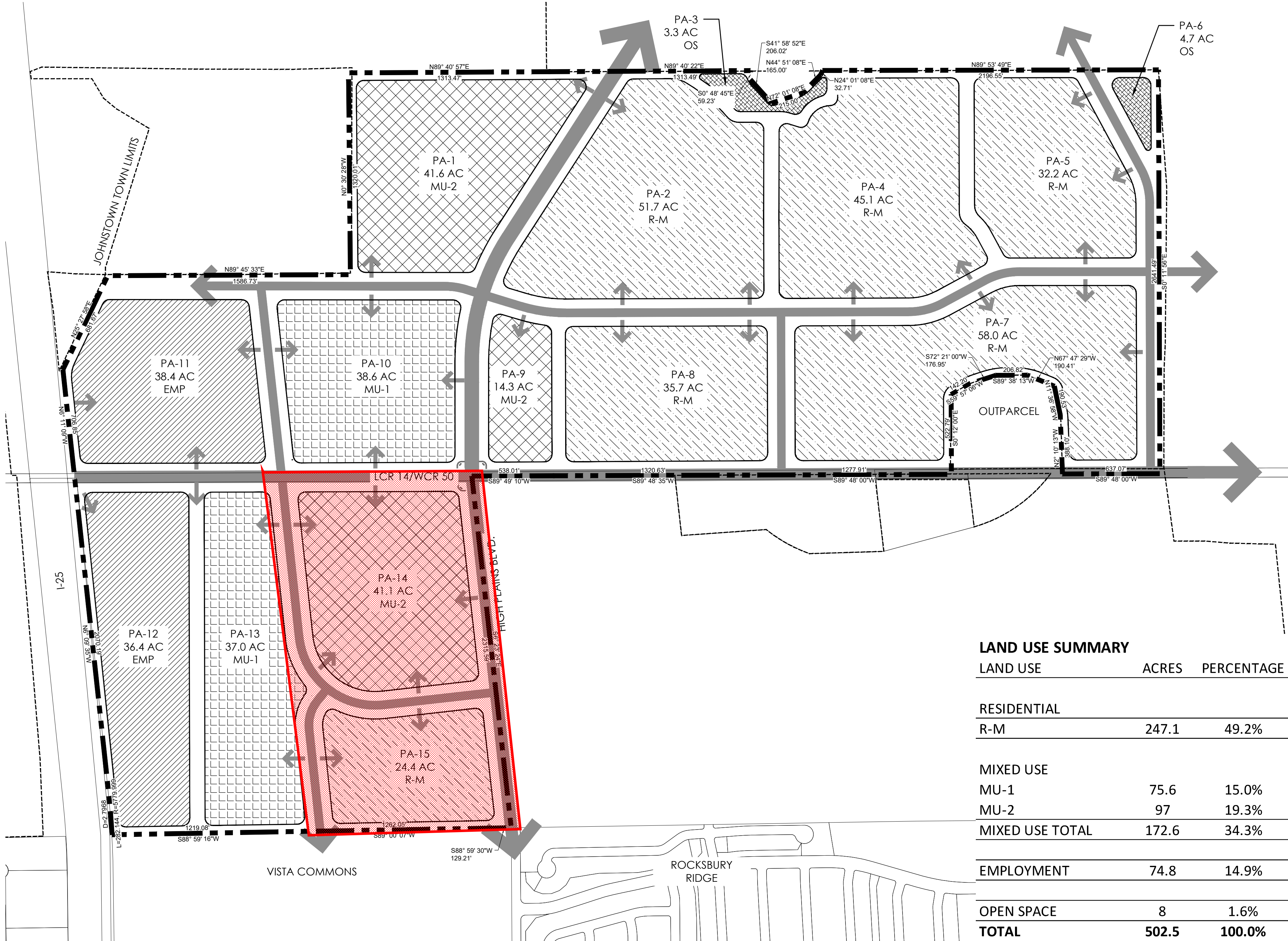
E. PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGES AND BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING AREA ACREAGES MAY CHANGE UP TO 30% WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SUCH CHANGES WILL RESULT IN CORRESPONDING CHANGES TO THE MAX SQ. FT./AREA OR MAX UNITS/AREA SHOWN IN THE PLANNING AREA SUMMARY.

IF PLANNING AREA CHANGES ARE MADE, ALL STREET CLASSIFICATIONS (AS SHOWN ON SHEET 7) ARE SUBJECT TO CHANGE.

F. MAXIMUM COMMERCIAL SQUARE FOOTAGE PER AREA

TRANSFER(S) OF COMMERCIAL SQUARE FOOTAGE FROM PLANNING AREA TO PLANNING AREA (TRANSFER OF SQUARE FOOTAGE MAY NOT EXCEED 30% OF THE RECIPIENT PLANNING AREA MAX SQ. FT. PER AREA) MAY BE PERMITTED WITH APPROVAL BY THE PLANNING AND DEVELOPMENT DIRECTOR. SQUARE FOOTAGE TRANSFERS SHALL BE TRACKED BY THE DEVELOPER AND PROVIDED TO THE PLANNING AND DEVELOPMENT DIRECTOR WITH EACH SUCH TRANSFER AT THE FINAL PLAT STAGE OF THE SUBDIVISION PROCESS. HOWEVER, AT NO TIME SHALL THE OVERALL PUD COMMERCIAL SQUARE FOOTAGE EXCEED 2,400,000 SQUARE FEET WITHOUT AN AMENDMENT TO THE ODP, APPROVED BY TOWN COUNCIL.



LAND USE SUMMARY

LAND USE	ACRES	PERCENTAGE
RESIDENTIAL		
R-M	247.1	49.2%
MIXED USE		
MU-1	75.6	15.0%
MU-2	97	19.3%
MIXED USE TOTAL	172.6	34.3%
EMPLOYMENT	74.8	14.9%
OPEN SPACE	8	1.6%
TOTAL	502.5	100.0%

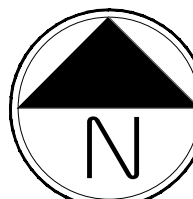
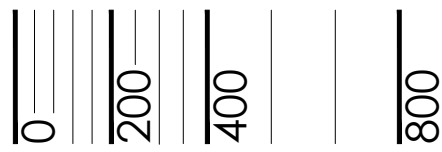
LEGEND

	MIXED USE - 1 (MU-1)
	MIXED USE - 2 (MU-2)
	EMPLOYMENT (EMP)
	MEDIUM DENSITY RESIDENTIAL (R-M)
	OPEN SPACE (OS)

PLANNING AREA	LAND USE	APPROX. ACRES	COMMERCIAL MAX SQ.FT./AREA	RESIDENTIAL		
				MIN. DU /ACRE	MAX. DU /ACRE	MAX UNITS/AREA
PA-1	MIXED USE-2	41.6	634,234	3	15	624
PA-2	MEDIUM DENSITY RESIDENTIAL	51.7		3	6	310
PA-3	OPEN SPACE	3.3				0
PA-4	MEDIUM DENSITY RESIDENTIAL	45.1		3	6	271
PA-5	MEDIUM DENSITY RESIDENTIAL	32.2		3	6	193
PA-6	OPEN SPACE	4.7				
PA-7	MEDIUM DENSITY RESIDENTIAL	58.0		3	8	464
PA-8	MEDIUM DENSITY RESIDENTIAL	35.7		3	8	286
PA-9	MIXED USE- 2	14.3	186,872	3	20	286
PA-10	MIXED USE-1	38.6	504,425			
PA-11	EMPLOYMENT	38.4	501,811			
PA-12	EMPLOYMENT	36.4	554,954			
PA-13	MIXED USE-1	37.0	483,516			
PA-14	MIXED USE-2	41.1	537,095	3	15	617
PA-15	MEDIUM DENSITY RESIDENTIAL	24.4		3	8	195

DENSITY TRANSFER TRACKING CHART				
PLANNING AREA	APPROVED DENSITY PRIOR TO TRANSFER		APPROVED DENSITY AFTER TRANSFER	
	ACRES	RESIDENTIAL UNITS	DENSITY TRANSFER	RESIDENTIAL UNITS
X				
Y				
Z				
TOTAL				

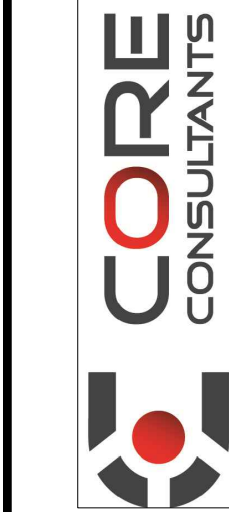
Scale: 1"= 400'-0"



GREAT PLAINS VILLAGE
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
LAND USE PLAN

DESIGNED BY: JM
DRAWN BY: KB
CHECKED BY: JM

SHEET
3 OF 15



REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT PLATTE LAND & WATER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY;

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04' WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 30.18 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50 AS DEDICATED IN BOOK 86 AT PAGE 273 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 2,285.39 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 88°56'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 129.91 FEET TO SAID CENTER QUARTER CORNER OF SECTION 2;

THENCE SOUTH 88°59'30" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,262.03 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 2;

THENCE SOUTH 88°57'54" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 139.80 FEET;

THENCE THE FOLLOWING ELEVEN (11) COURSES;

- NORTH 06°12'56" WEST, A DISTANCE OF 553.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET;
- NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33'04", AN ARC LENGTH OF 356.76 FEET;
- NORTH 70°39'52" WEST, A DISTANCE OF 40.00 FEET;
- NORTH 19°20'08" EAST, A DISTANCE OF 0.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
- NORTH 19°20'08" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 19°20'08" EAST;
- NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
- NORTH 19°20'08" EAST, A DISTANCE OF 164.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 760.00 FEET;
- NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'39", AN ARC LENGTH OF 338.83 FEET;
- NORTH 06°12'32" WEST, A DISTANCE OF 738.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°57'00", AN ARC LENGTH OF 36.63 FEET;

THENCE SOUTH 89°50'28" WEST, A DISTANCE OF 13.99 FEET;

THENCE NORTH 04°42'30" WEST, A DISTANCE OF 30.10 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50;

THENCE NORTH 89°50'17" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,324.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 73.514 ACRES, (3,202,273 SQUARE FEET), MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, RIGHTS-OF WAY AND EASEMENTS AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS AND TRACT A TO THE TOWN OF JOHNSTOWN, UNLESS OTHERWISE NOTED.

OWNER ACKNOWLEDGEMENT

OWNER: PLATTE LAND & WATER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____, AUTHORIZED SIGNATORY

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____ AS AUTHORIZED SIGNATORY OF PLATTE LAND & WATER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF PLATTE LAND & WATER, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

THIS ____ DAY OF _____, 20____,

WITNESS MY HAND AND SEAL:

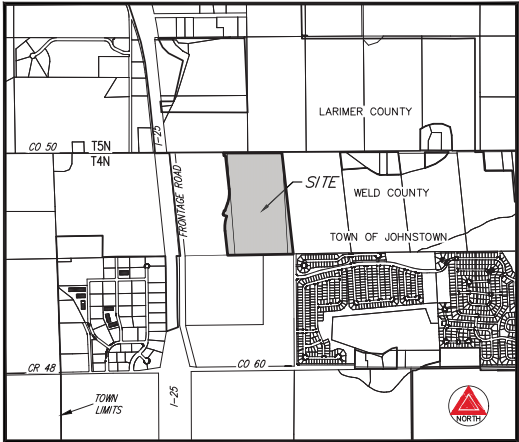
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

TITLE CERTIFICATION

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 20____ A.D., I EXAMINED THE TITLE TO THE PROPERTY AS DESCRIBED HEREON AND ESTABLISHED THAT THE OWNERS AND PROPRIETORS OF RECORD OF THE SAID PROPERTY AS CONSTRUED IN C.R.S. 1973, 31-23-111, ARE THE SAME AS SHOWN HEREON AS OF SAID DATE.

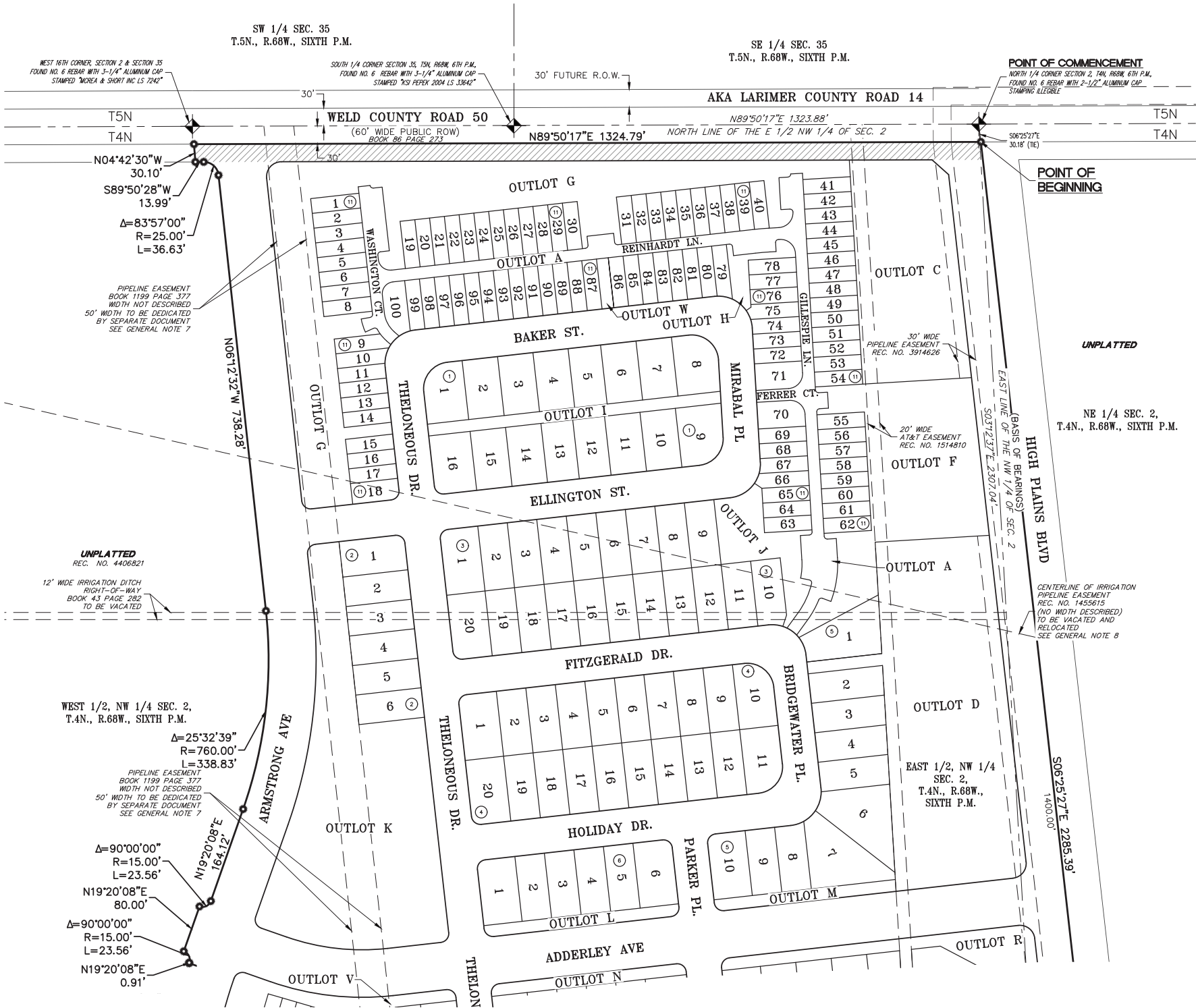
BY: _____ OF STEWART TITLE GUARANTY COMPANY



REVERE AT JOHNSTOWN FILING NO. 1
A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

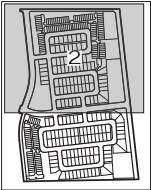
PLAT NOTES

- STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE CITY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE CITY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.
- DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE CITY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL PRIVATE DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)
- LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE CITY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE CITY. AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.
- SIGHT DISTANCE RESTRICTIONS, CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT AASHTO SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.
- PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NONEMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL OF THE ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.



LEGEND

- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- CENTERLINE
- EXISTING EASEMENT
- EASEMENT BEING DEDICATED
- ADDITION TO EXISTING RIGHT-OF-WAY
- U.E. UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
- D.E. DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT



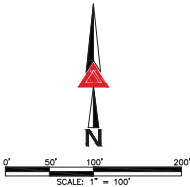
KEY MAP
NOT TO SCALE



MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MCRAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- FOUND SECTION CORNER AS SHOWN HEREON

SEE SHEET 14
FOR LINE AND
CURVE TABLES



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
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www.aztecconsultants.com

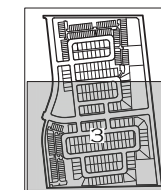
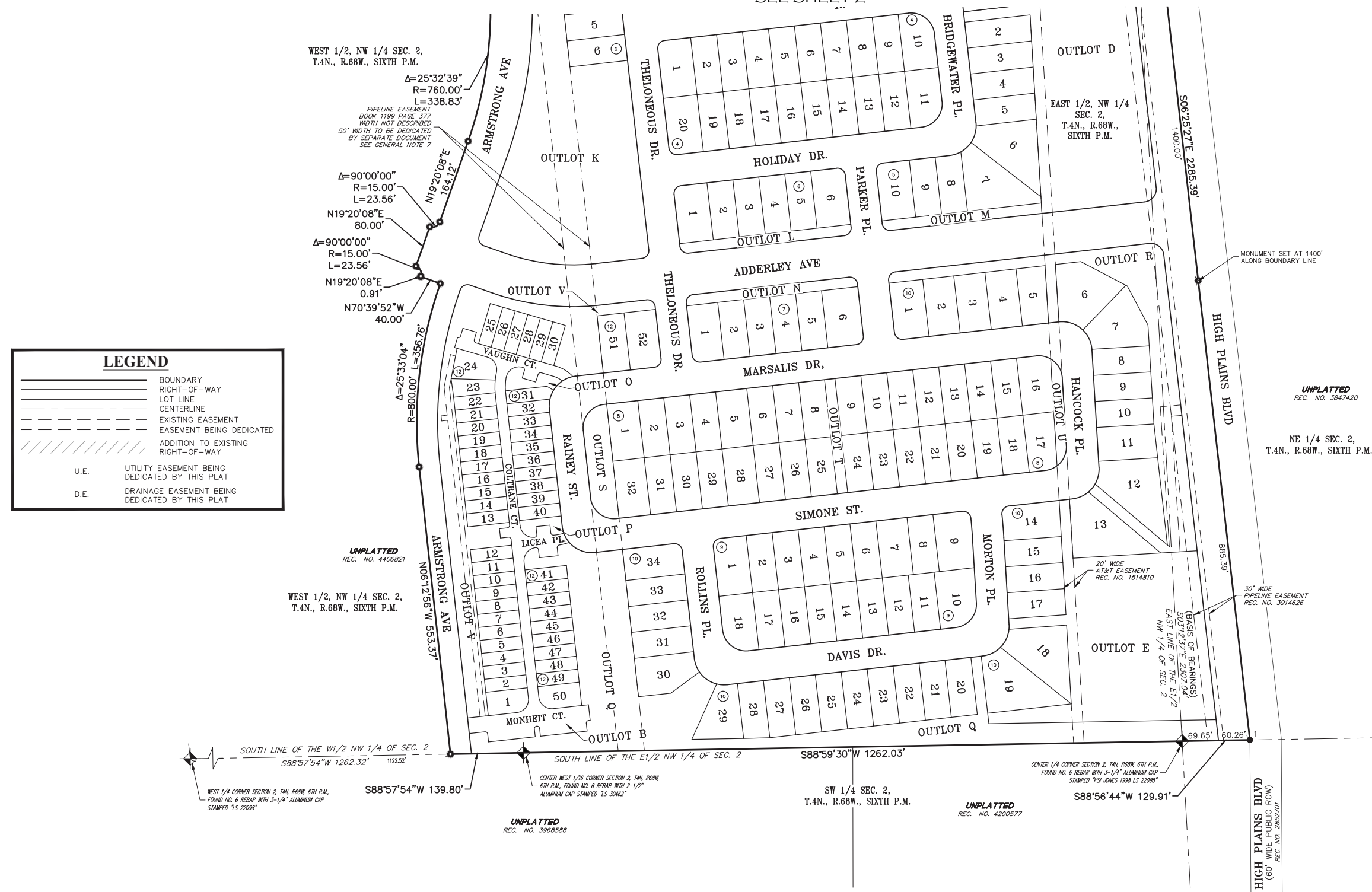
AzTec Proj. No: 155820-03

Drawn By: RBA

DATE OF PREPARATION:	11-13-2020
SCALE:	1" = 100'
SHEET 2 OF 14	

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS
SEE SHEET 2



KEY MAP
NOT TO SCALE



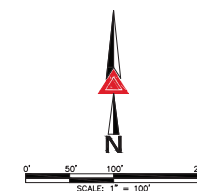
UNPLATTED
REC. NO. 3847420

NE 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

MONUMENT SYMBOL LEGEND

- 1 SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
 STAMPED "AZTEC LS 37933"
 1 FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP
 STAMPED "MCRAE & SHORT LS 7242 1993" AT
 N57°26'20"E 0.98' FROM CALCULATED POSITION
 FOUND SECTION CORNER AS SHOWN HEREON

SEE SHEET 14
FOR LINE AND
CURVE TABLES



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 300
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

DATE OF PREPARATION:	11-13-2020
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SCALE: T = 100'

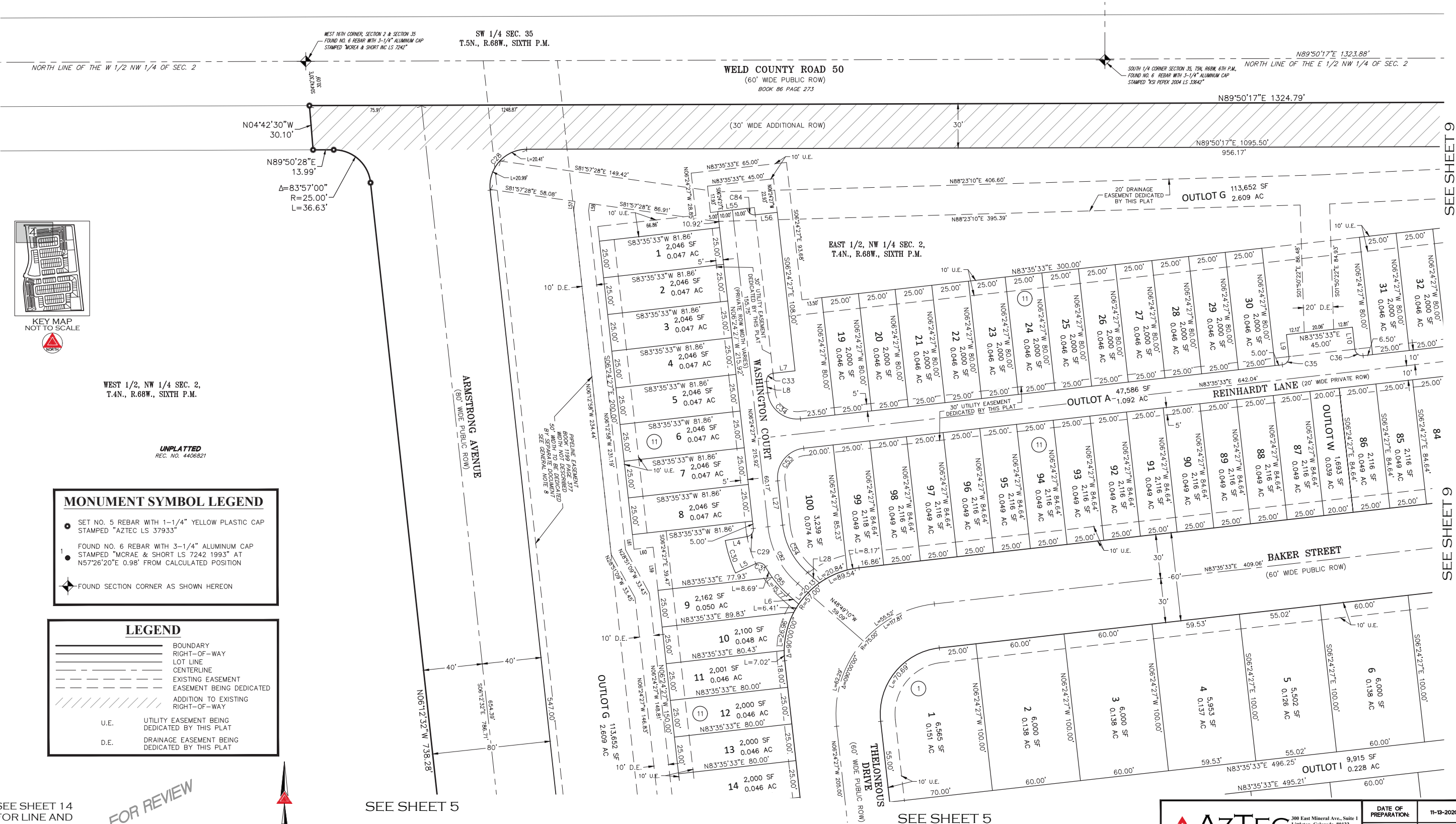
SHEET 3 OF 14

AzTec Proj. No.: 155820-03

Drawn By: RBA

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

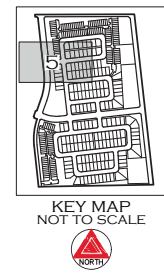


REVERE AT JOHNSTOWN FILING NO. 1

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TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

LEGEND

- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- CENTERLINE
- EXISTING EASEMENT
- EASEMENT BEING DEDICATED
- ADDITION TO EXISTING RIGHT-OF-WAY
- U.E. UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
- D.E. DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT



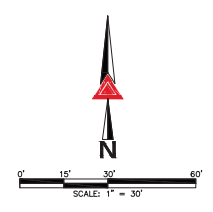
MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MCRAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- FOUND SECTION CORNER AS SHOWN HEREON

WEST 1/2, NW 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

UNPLATTED
REC. NO. 4406821

12' WIDE IRRIGATION DITCH
RIGHT-OF-WAY
BOOK 43 PAGE 282
TO BE VACATED



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SEE SHEET 14
FOR LINE AND
CURVE TABLES

SEE SHEET 4

SEE SHEET 4

SEE SHEET 10

SEE SHEET 10

SEE SHEET 6

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
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www.aztecconsultants.com

DATE OF PREPARATION:	11-13-2020
SCALE:	1" = 30'
SHEET 5 OF 14	

AzTec Proj. No: 155820-03 Drawn By: RBA

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

SEE SHEET 5

SEE SHEET 5

LEGEND

- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- CENTERLINE
- EXISTING EASEMENT
- EASEMENT BEING DEDICATED
- ADDITION TO EXISTING RIGHT-OF-WAY
- U.E. UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
- D.E. DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT

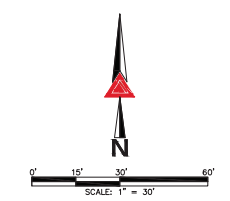


WEST 1/2, NW 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

UNPLATTED
REC. NO. 4406821

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MCRAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- FOUND SECTION CORNER AS SHOWN HEREON



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SEE SHEET 14
FOR LINE AND
CURVE TABLES

SEE SHEET 7

SEE SHEET 7

SEE SHEET 11

SEE SHEET 11

AZTEC
CONSULTANTS, INC.

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Phone: (303) 713-1898
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DATE OF PREPARATION:	11-13-2020
SCALE:	1" = 30'
SHEET 6 OF 14	

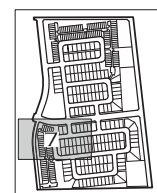
AzTec Proj. No: 155620-03 Drawn By: RBA

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

LEGEND

	BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	CENTERLINE
	EXISTING EASEMENT
	EASEMENT BEING DEDICATED
	ADDITION TO EXISTING RIGHT-OF-WAY
U.E.	UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
D.E.	DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT



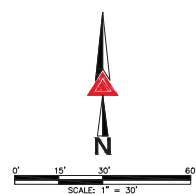
KEY MAP
NOT TO SCALE

WEST 1/2, NW 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

UNPLATTED
REC. NO. 4406821

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MORAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- ◆ FOUND SECTION CORNER AS SHOWN HEREON



FOR REVIEW

SEE SHEET 14
FOR LINE AND
CURVE TABLES

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SEE SHEET 8

SEE SHEET 6

SEE SHEET 6

SEE SHEET 12

SEE SHEET 12



AZTEC
CONSULTANTS, INC.

AzTec Proj. No: 155820-03

Drawn By: RBA

DATE OF PREPARATION:	11-13-2020
SCALE:	1" = 30'
SHEET 7 OF 14	

<u>LEGEND</u>	
	BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	CENTERLINE
	EXISTING EASEMENT
	EASEMENT BEING DEDICATED
	ADDITION TO EXISTING RIGHT-OF-WAY
U.E.	UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
D.E.	DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT

SEE SHEET 7



UNPLATTED
REG. NO. 440682

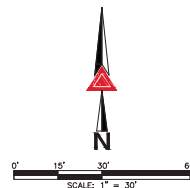
● SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
STAMPED "AZTEC LS 37933"

1 ● FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP
STAMPED "MCRAE & SHORT LS 7242 1993" AT
N57°26'20"E 0.98' FROM CALCULATED POSITION

★ FOUND SECTION CORNER AS SHOWN HEREON

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



SOUTH LINE OF THE W 1/2 NW 1/4 OF SEC. 2

CENTER WEST 1/16 CORNER SECTION 2, TAN. R68W,
6TH P.M., FOUND NO. 6 REBAR WITH 2-1/2"
ALUMINUM CAP STAMPED "S. 30462"

SW 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

UNPLATTED
REC. NO. 396858A

SEE SHEET 14
FOR LINE AND
CURVE TABLES

 **AZTEC**
CONSULTANTS, INC.

300 East Mineral Ave., Suite 100
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 155820-03

Drawn By: RBA

DATE OF PREPARATION:	11-13-20
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SCALE: $T = 3$

SHEET 8 OF 11

REVERE AT JOHNSTOWN FILING NO. 1

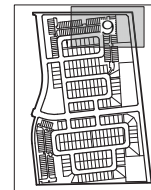
A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

LEGEND

	BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	CENTERLINE
	EXISTING EASEMENT
	EASEMENT BEING DEDICATED
	ADDITION TO EXISTING RIGHT-OF-WAY
U.E.	UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
D.E.	DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MCRAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- ◆ FOUND SECTION CORNER AS SHOWN HEREON



KEY MAP NOT TO SCALE

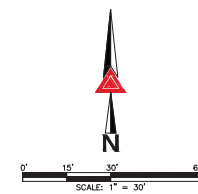


UNPLATTED REC. NO. 3547420

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.SW 1/4 SEC. 35
T.5N., R.68W., SIXTH P.M.POINT OF COMMENCEMENT
NORTH 1/4 CORNER SECTION 2, T.4N., R.68W., SIXTH P.M.WELD COUNTY ROAD 50
(60' WIDE PUBLIC ROW)
BOOK 86 PAGE 273NE 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.EAST 1/2, NW 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.OUTLOT C 64,543 SF
1.482 ACHIGH PLAINS BOULEVARD
(60' ADDITIONAL ROW)

(60' WIDE PUBLIC ROW DEDICATED BY SEPARATE DOCUMENT)

OUTLOT F 64,730 SF
1.486 AC

SEE SHEET 10

SEE SHEET 14
FOR LINE AND
CURVE TABLES

SEE SHEET 10

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No: 155820-03

Drawn By: RBA

DATE OF PREPARATION: 11-13-2020

SCALE: 1" = 30'

SHEET 9 OF 14

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS



MONUMENT SYMBOL LEGEND

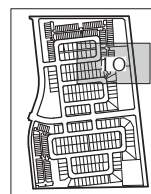
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MCRAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- ◆ FOUND SECTION CORNER AS SHOWN HEREON

LEGEND

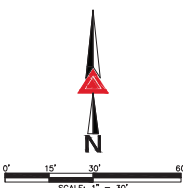
- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- CENTERLINE
- EXISTING EASEMENT
- EASEMENT BEING DEDICATED
- ADDITION TO EXISTING RIGHT-OF-WAY
- U.E. UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
- D.E. DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT

NE 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

UNPLATTED
REC. NO. 3847420



KEY MAP
NOT TO SCALE



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
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Phone: (303) 713-1898
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www.aztecconsultants.com

AzTec Proj. No. 155820-03

Drawn By: RBA

DATE OF
PREPARATION:

11-13-2020

SCALE:

1" = 30'

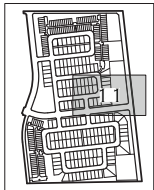
SHEET 10 OF 14

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

LEGEND

	BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	CENTERLINE
	EXISTING EASEMENT
	EASEMENT BEING DEDICATED
	ADDITION TO EXISTING RIGHT-OF-WAY
U.E.	UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
D.E.	DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT



KEY MAP
NOT TO SCALE

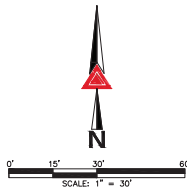


NE 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

UNPLATTED
REC. NO. 3847420

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.



MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP
STAMPED "MCRAE & SHORT LS 7242 1993" AT
N57°26'20"E 0.98' FROM CALCULATED POSITION
- FOUND SECTION CORNER AS SHOWN HEREON

SEE SHEET 12

SEE SHEET 10

SEE SHEET 10

SEE SHEET 6

SEE SHEET 6

SEE SHEET 14
FOR LINE AND
CURVE TABLES

SEE SHEET 12

AZTEC
CONSULTANTS, INC.

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www.aztecconsultants.com

AzTec Proj. No: 155620-03

Drawn By: RBA

DATE OF
PREPARATION:

11-13-2020

SCALE:

1" = 30'

SHEET 11 OF 14

LEGEND

	BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	CENTERLINE
	EXISTING EASEMENT
	EASEMENT BEING DEDICATED
	ADDITION TO EXISTING RIGHT-OF-WAY
U.E.	UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
D.E.	DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

SEE SHEET 11

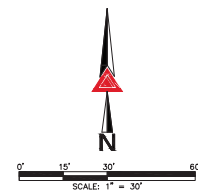
SEE SHEET 11

MONUMENT SYMBOL LEGEND

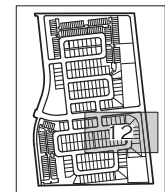
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "MCRAE & SHORT LS 7242 1993" AT N57°26'20"E 0.98' FROM CALCULATED POSITION
- FOUND SECTION CORNER AS SHOWN HEREON



NE 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.



UNPLATTED
REC. NO. 3847420



KEY MAP
NOT TO SCALE



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SEE SHEET 13

SEE SHEET 13

SEE SHEET 14
FOR LINE AND
CURVE TABLES

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
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AzTec Proj. No: 155820-03

Drawn By: RBA

DATE OF
PREPARATION: 11-13-2020

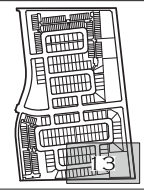
SCALE: 1" = 30'

SHEET 12 OF 14

REVERE AT JOHNSTOWN FILING NO. 1

A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
SEE SHEET 12 73.514 ACRES, 320 LOTS, 23 OUTLOTS

SEE SHEET 12



KEY MAP
NOT TO SCALE



SEE SHEET 8

SEE SHEET 8

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
STAMPED "AZTEC LS 37933"
- FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP
STAMPED "MCRAE & SHORT LS 7242 1993" AT
N57°26'20"E 0.98' FROM CALCULATED POSITION
- ◆ FOUND SECTION CORNER AS SHOWN HEREON

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

UNPLATTED
REC. NO. 4200577
SW 1/4 SEC. 2,
T.4N., R.68W., SIXTH P.M.

LEGEND

- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- CENTERLINE
- EXISTING EASEMENT
- EASEMENT BEING DEDICATED
- ADDITION TO EXISTING RIGHT-OF-WAY
- U.E. UTILITY EASEMENT BEING DEDICATED BY THIS PLAT
- D.E. DRAINAGE EASEMENT BEING DEDICATED BY THIS PLAT

CENTER 1/4 CORNER SECTION 2, T.4N., R.68W., 6TH P.M.
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP
STAMPED "JCS JONES 1998 LS 22098"

AZTEC
CONSULTANTS, INC.

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Littleton, Colorado 80122
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www.aztecconsultants.com

AzTec Proj. No: 155820-03 Drawn By: RBA

DATE OF PREPARATION:	11-13-2020
SCALE:	1" = 30'
SHEET 13 OF 14	

REVERE AT JOHNSTOWN FILING NO. 1
A PORTION OF THE NORTH HALF OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
73.514 ACRES, 320 LOTS, 23 OUTLOTS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S18°08'55"W	20.11'
L2	N35°52'44"E	31.77'
L3	N35°52'44"E	31.78'
L4	S79°46'12"W	15.17'
L5	S65°01'36"W	15.17'
L6	N48°49'10"W	9.70'
L7	N83°35'33"E	15.00'
L8	S06°24'27"E	7.75'
L9	N06°24'27"W	15.00'
L10	N06°24'27"W	15.00'
L11	S86°34'33"W	15.00'
L12	N86°34'33"E	20.00'
L13	N86°34'33"E	15.00'
L14	S03°25'27"E	27.00'
L15	N86°34'33"E	15.00'
L16	N86°34'33"E	15.00'
L17	S69°32'51"E	15.08'
L18	S78°37'10"E	14.91'
L19	N86°34'33"E	15.00'
L20	N55°37'54"W	15.13'
L21	S54°57'41"W	9.93'
L22	S86°34'33"W	2.21'
L23	S03°25'27"E	15.00'
L24	S86°34'33"W	10.49'
L25	S83°35'33"W	37.04'

LINE TABLE		
LINE	BEARING	LENGTH
L26	S06°24'27"E	15.00'
L27	N06°24'27"W	30.17'
L28	N48°49'10"W	10.80'
L29	N83°47'02"E	30.01'
L30	S06°12'58"E	15.00'
L31	S06°12'58"E	15.00'
L32	S06°12'58"E	15.00'
L33	S06°12'58"E	15.00'
L34	N83°47'02"E	3.04'
L35	S83°47'02"W	15.00'
L36	S06°12'58"E	18.00'
L37	S83°47'02"W	15.00'
L38	N16°11'41"E	20.00'
L39	N16°11'41"E	15.00'
L40	S73°48'19"E	27.00'
L41	S16°11'41"W	15.00'
L42	N73°48'19"W	23.76'
L43	S58°49'06"E	14.75'
L44	N17°26'31"E	15.11'
L45	N73°48'19"W	27.00'
L46	N16°11'41"E	15.00'
L47	N06°12'58"W	15.00'
L48	N83°47'02"E	27.00'
L49	N06°12'58"W	15.00'
L50	N83°47'02"E	2.24'

LINE TABLE		
LINE	BEARING	LENGTH
L51	S06°12'58"E	15.20'
L52	N83°47'02"E	36.00'
L53	S06°12'58"E	15.00'
L54	S86°34'33"W	15.00'
L55	N83°35'33"E	20.00'
L56	N83°35'33"E	15.00'
L57	N07°59'12"E	6.09'
L58	N07°59'12"E	4.82'
L59	S06°24'27"E	29.47'
L60	N83°35'33"E	13.00'
L61	N06°24'27"W	10.00'
L62	S83°35'33"W	6.00'
L63	S83°35'33"W	6.00'
L64	S73°48'19"E	10.04'
L65	N11°02'56"E	17.02'
L66	N83°47'02"E	11.71'
L67	S06°12'58"E	10.00'
L68	N83°47'02"E	11.71'
L69	N49°51'55"W	4.82'
L70	N84°58'05"E	39.21'
L71	N84°58'05"E	20.16'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	15.00'	23.56'
C2	90°00'00"	15.00'	23.56'
C3	90°00'00"	15.00'	23.56'
C4	90°00'00"	15.00'	23.56'
C5	89°48'05"	15.00'	23.51'
C6	90°00'00"	15.00'	23.56'
C7	90°00'00"	15.00'	23.56'
C8	90°00'00"	15.00'	23.56'
C9	90°00'00"	15.00'	23.56'
C10	90°00'00"	15.00'	23.56'
C11	90°00'00"	15.00'	23.56'
C12	90°00'00"	15.00'	23.56'
C13	90°00'00"	15.00'	23.56'
C14	90°00'00"	15.00'	23.56'
C15	90°00'00"	15.00'	23.56'
C16	90°00'00"	15.00'	23.56'
C17	90°00'00"	15.00'	23.56'
C18	90°00'00"	15.00'	23.56'
C19	90°00'00"	15.00'	23.56'
C20	90°00'00"	15.00'	23.56'
C21	90°34'43"	15.00'	23.71'
C22	90°00'00"	15.00'	23.56'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C23	90°00'00"	15.00'	23.56'
C24	89°59'00"	25.00'	39.26'
C25	89°28'16"	15.00'	23.42'
C26	90°00'00"	15.00'	23.56'
C27	90°11'55"	15.00'	23.61'
C28	96°02'48"	25.00'	41.91'
C29	86°10'39"	5.00'	7.52'
C30	14°44'36"	90.00'	23.16'
C31	86°10'39"	5.00'	7.52'
C32	90°00'00"	15.00'	23.56'
C33	90°00'00"	5.00'	7.85'
C34	90°00'00"	20.00'	31.42'
C35	90°00'00"	5.00'	7.85'
C36	90°00'00"	5.00'	7.85'
C37	90°00'00"	25.00'	39.27'
C38	90°00'00"	5.00'	7.85'
C39	90°00'00"	5.00'	7.85'
C40	90°00'00"	5.00'	7.85'
C41	90°00'00"	5.00'	7.85'
C42	90°00'00"	5.00'	7.85'
C43	88°15'49"	5.00'	7.70'
C44	92°07'21"	5.00'	8.04'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C45	14°48'17"	120.00'	31.01'
C46	90°00'00"	5.00'	7.85'
C47	90°00'00"	25.00'	39.27'
C48	90°00'00"	25.00'	39.27'
C49	90°00'00"	25.00'	39.27'
C50	90°00'00"	5.00'	7.85'
C51	2°59'00"	470.00'	24.47'
C52	90°00'00"	5.00'	7.85'
C53	90°00'00"	20.00'	31.42'
C54	42°24'43"	50.00'	37.01'
C55	90°00'00"	25.00'	39.27'
C56	90°00'00"	5.00'	7.85'
C57	180°00'01"	5.00'	15.71'
C58	90°00'00"	5.00'	7.85'
C59	90°00'00"	5.00'	7.85'
C60	90°00'00"	5.00'	7.85'
C61	85°48'27"	25.00'	37.44'
C62	90°00'00"	5.00'	7.85'
C63	90°00'00"	5.00'	7.85'
C64	90°00'00"	15.00'	23.56'
C65	90°00'00"	15.00'	23.56'
C66	22°45'14"	50.00'	19.86'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C67	88°45'10"	5.00'	7.75'
C68	90°00'00"	5.00'	7.85'
C69	97°28'04"	25.00'	42.53'
C70	90°00'00"	25.00'	39.27'
C71	90°00'00"	5.00'	7.85'
C72	90°00'00"	5.00'	7.85'
C73	11°10'13"	90.00'	17.55'
C74	10°12'35"	110.00'	19.60'
C75	86°37'48"	5.00'	7.56'
C76	90°00'00"	5.00'	7.85'
C77	90°00'00"	25.00'	39.27'
C78	90°00'00"	25.00'	39.27'
C79	90°01'00"	25.00'	39.28'
C80	40°19'11"	100.00'	70.37'
C81	35°38'30"	60.00'	37.32'
C82	42°24'43"	60.00'	44.41'
C83	2°59'00"	500.00'	26.04'
C84	90°00'00"	5.00'	7.85'
C85	12°54'41"	70.00'	15.77'

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No: 155820-03

Drawn By: RBA

DATE OF PREPARATION:	11-13-2020
SCALE:	N/A
SHEET 14 OF 14	

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

PROJECT INTENT

THIS SUBDIVISION IS DESIGNED TO MEET THE INTENT OF THE GREAT PLAINS VILLAGE ODP. FILING NO. 1 INCLUDES A MIX OF SMALLER SINGLE-FAMILY DETACHED LOTS (50' x 110') AND ALLEY-LOADED DUPLEX LOTS. THE SUBDIVISION WILL RESULT IN ADDING HOUSING DIVERSITY TO MEET A VARIETY OF NEEDS IN THE JOHNSTOWN COMMUNITY. VEHICULAR ACCESS, PARKS, OPEN SPACE, AND PEDESTRIAN CONNECTIONS MEET THE REQUIREMENTS ESTABLISHED IN THE ODP, AS WELL AS THE TOWN MUNICIPAL CODE AND DESIGN GUIDELINES. FILING NO.1 WILL BE A QUALITY COMMUNITY WITH A METRO DISTRICT RESPONSIBLE FOR MAINTENANCE OF ALL DETENTION PONDS, COMMON AREA LANDSCAPING, AND PARKS AND OPEN SPACE. PERIMETER LANDSCAPING WILL ENHANCE THE QUALITY OF THE COMMUNITY AND WILL BE MAINTAINED THROUGHOUT THE DEVELOPMENT.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 30.18 FEET TO THE POINT OF BEGINNING, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50 AS DEDICATED IN BOOK 86 AT PAGE 273 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 2,285.39 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 88°56'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 129.91 FEET TO SAID CENTER QUARTER CORNER OF SECTION 2;

THENCE SOUTH 88°59'30" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,262.03 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 2;

THENCE SOUTH 88°57'54" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 139.80 FEET;

THENCE THE FOLLOWING ELEVEN (11) COURSES;

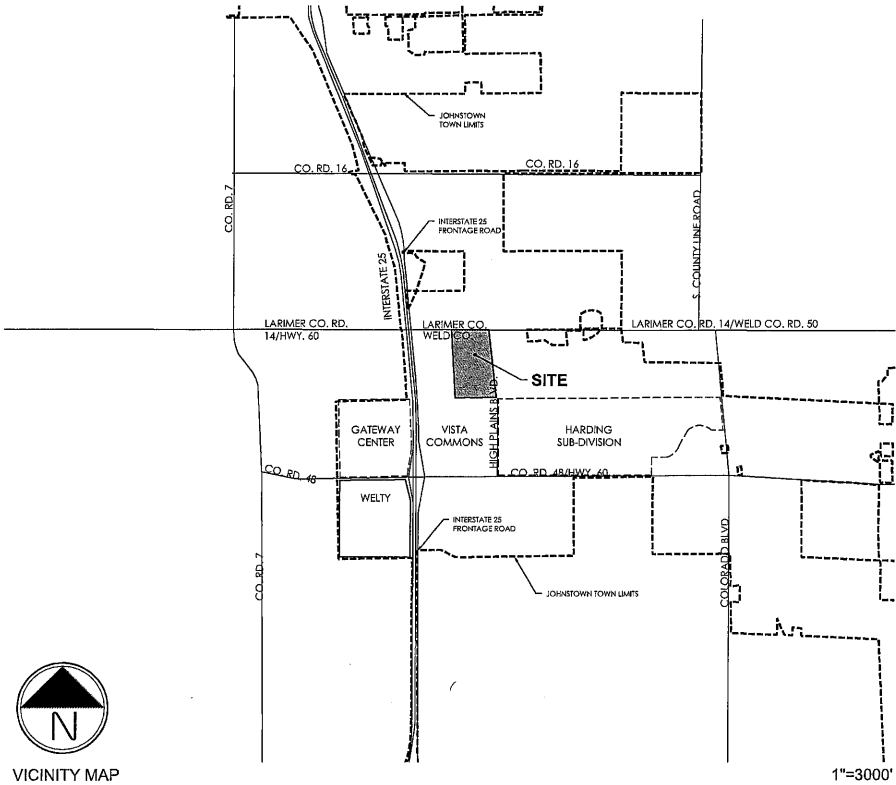
1. NORTH 06°12'56" WEST, A DISTANCE OF 553.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33'04", AN ARC LENGTH OF 356.76 FEET;
3. NORTH 70°39'52" WEST, A DISTANCE OF 40.00 FEET;
4. NORTH 19°20'08" EAST, A DISTANCE OF 0.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
6. NORTH 19°20'08" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 19°20'08" EAST;
7. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
8. NORTH 19°20'08" EAST, A DISTANCE OF 164.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 760.00 FEET;
9. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'39", AN ARC LENGTH OF 338.83 FEET;
10. NORTH 06°12'32" WEST, A DISTANCE OF 738.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°57'00", AN ARC LENGTH OF 36.63 FEET;

THENCE SOUTH 89°50'28" WEST, A DISTANCE OF 13.99 FEET;

THENCE NORTH 04°42'30" WEST, A DISTANCE OF 30.10 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50;

THENCE NORTH 89°50'17" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,324.79 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 73.514 ACRES, (3,202,273 SQUARE FEET), MORE OR LESS.



OUTLOT SUMMARY					
	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
OUTLOT A	ACCESS & DRAINAGE & UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	47,586	1.09
OUTLOT B	ACCESS & DRAINAGE & UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	33,837	0.78
OUTLOT C	DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	64,543	1.48
OUTLOT D	DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	123,620	2.84
OUTLOT E	DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	94,020	2.16
OUTLOT F	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	64,730	1.49
OUTLOT G	LANDSCAPE & DRAINAGE	METRO DISTRICT #2	METRO DISTRICT #2	113,652	2.61
OUTLOT H	LANDSCAPE & DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	4,317	0.10
OUTLOT I	LANDSCAPE & DRAINAGE	METRO DISTRICT #2	METRO DISTRICT #2	9,915	0.23
OUTLOT J	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	15,639	0.36
OUTLOT K	PARK & LANDSCAPE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	111,412	2.56
OUTLOT L	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	6,503	0.15
OUTLOT M	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	6,087	0.14
OUTLOT N	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	6,503	0.15
OUTLOT O	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	2,759	0.06
OUTLOT P	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	2,116	0.05
OUTLOT Q	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	105,468	2.42
OUTLOT R	LANDSCAPE & DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	51,009	1.17
OUTLOT S	UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	10,131	0.23
OUTLOT T	LANDSCAPE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	4,400	0.10
OUTLOT U	UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	3,656	0.08
OUTLOT V	LANDSCAPE & DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	51,135	1.17
OUTLOT W	LANDSCAPE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	1,693	0.04
TOTAL AREA				934,729	21.46

APPROVALS

PLANNING AND ZONING COMMISSION

THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS REVERE AT JOHNSTOWN FILING NO. 1 FDP, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS REVERE AT JOHNSTOWN FILING NO. 1 FDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

REVERE AT JOHNSTOWN FILING NO. 1 GENERAL NOTES

- ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE IN ACCORDANCE WITH THE APPLICABLE FINAL DRAINAGE REPORTS AND PLANS.
- THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES.
- NO ARCHAEOLOGICAL OR HISTORIC AREAS HAVE BEEN IDENTIFIED ON THE SITE.
- NO FLOODPLAINS, WETLANDS, OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED ON THE SITE.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD (OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS) DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

LAND SUMMARY			
	SQ. FT.	ACRES	%
LOT AREA	1,364,786	31.33	42.6%
ROADWAY AREA	902,758	20.72	28.2%
OPEN SPACE AREA (OUTLOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W)	934,729	21.46	29.2%
TOTAL AREA	3,202,273	73.51	100%
TOTAL LOTS		320	

SHEET INDEX

1	COVER
2-5	SITE PLANS
6-16	LANDSCAPE PLANS
17-19	LANDSCAPE NOTES & DETAILS
20	HOUSING TYPE PLAN
21-22	LOT TYPICALS
23-24	ARCHITECTURAL CHARACTER IMAGERY
25	OPEN SPACE PLAN
26	CIRCULATION PLAN
27	PARKING PLAN
28	FENCING PLAN
29	PHASING PLAN & PLANNING AREA PLAN
30	DESIGN GUIDELINES

OWNER

PLATTE LAND & WATER, LLC
210 UNIVERSITY BLVD.
SUITE 710
DENVER, CO 80206
303-263-2105

APPLICANT/PROJECT MANAGER

KRISTIN DEAN
FORESTAR GROUP, INC.
9555 S. KINGSTON CT.
SUITE 200
ENGLEWOOD, CO 80112
303-754-3223
KristinDean@forestar.com

ENGINEER

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12071 TEJON STREET
SUITE 470
WESTMINSTER, CO 80234
303-421-4224
tess@innovativelandinc.com

PLANNER

JEFF MARCK
TERRACINA DESIGN
10200 E. GIRARD AVENUE
BLDG. A, SUITE 314
DENVER, CO 80231
303-632-8867
jmarck@terracinadesign.com

SURVEYOR

JIM LYNCH
AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE
UNIT #1
LITTLETON, CO 80122
303-713-1898
jlynch@azteccconsultants.com



Item #10.



PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

02-05-2021

REVISION DATE:

SHEET TITLE

COVER

SHEET NUMBER

L.O

SHEET 1 OF 30

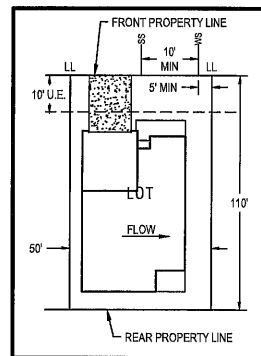
REVERE AT JOHNSTOWN FILING NO. 1

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

GENERAL NOTES:

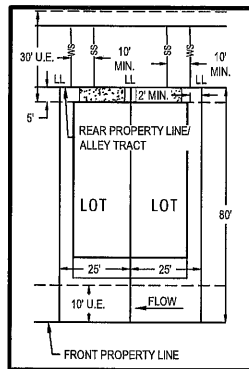
1. AREAS OUTSIDE THE LIMITS OF CONSTRUCTION OF REVERE AT JOHNSTOWN FILING NO. 1 ARE SHOWN FOR INFORMATION ONLY.
2. ALIGNMENTS AND STATIONING ARE OFF THE BASELINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
3. FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. PROJECT ENGINEER SHALL BE IMMEDIATELY NOTICED OF ANY CONFLICTS WITH EXISTING UTILITIES.
4. ALL UTILITIES ARE PROPOSED UNLESS OTHERWISE NOTED.
5. EXISTING UTILITIES SHALL BE PROTECTED AT ALL TIMES THROUGHOUT CONSTRUCTION UNLESS OTHERWISE SHOWN IN THESE PLANS.
6. CONNECTIONS TO EXISTING CONCRETE CURB, GUTTER AND/OR SIDEWALK SHALL BE TO NEAREST JOINT.
7. FIRE HYDRANT FLANGE ELEVATION SHALL BE 6" ABOVE FINISH GRADE ELEVATION.
8. ALL PROPOSED WATER MAIN PIPES SHALL BE C900 PVC.
9. SANITARY SEWER MAIN PIPES SHALL BE SDR35.
10. RIM AND TOP ELEVATIONS OF ALL EXISTING STRUCTURES (MANHOLES, VALVES, HYDRANTS, INLETS) SHALL BE ADJUSTED TO MATCH FINISH GRADE ELEVATIONS.
11. STORM INLETS LOCATED AT PCR. ALL STORM ARE STATIONED AT PCR. ALL OTHERS ARE STATIONED AT FLOW LINE MIDPOINT.
12. MAINTAIN A MINIMUM OF 1.5' VERTICAL SEPARATION BETWEEN WATER MAINS AND STORM SEWER AT ALL LOCATIONS. ANY WATER CROSSING WITH LESS THAN A 2' VERTICAL CLEARANCE TO STORM MAIN SHALL BE A 6" LAYER OF EXTRUDED POLYSTYRENE FOAM (XPS) WRAPPED AROUND THE WATER MAIN TO A MINIMUM OF 5' ON EACH SIDE OF THE STORM DRAIN.
13. ANY SANITARY SEWER OR STORM DRAIN WITHIN 18" VERTICAL CLEARANCE OF WATER MAIN CROSSING OR WITH A WATER MAIN CROSSING BELOW SHALL BE ENCASED PER TOWN OF JOHNSTOWN UTILITY ENCASEMENT DETAIL.
14. WATERLINES ARE REQUIRED TO BE A MINIMUM OF 5' BELOW FINISH GRADE.
15. ALL SANITARY SERVICES SHALL BE 4" PVC AND SLOPED AT 2% MIN.
16. ALL WATER SERVICES SHALL BE 3/4" TYPE K COPPER.
17. CURB AND GUTTER TRANSITIONS TO RAMP MOUNTABLE CATCH TO VERTICAL CATCH OR VICE-VERSA SHALL OCCUR WITHIN THE CURB RAMP AT THE CURB RETURNS.
18. CONTRACTORS SHALL MAINTAIN A MINIMUM OF 0.5% GRADE AT FLOW LINE INTO INLET.
19. FLOWLINE ELEVATION AT INLETS IS THEORETICAL. INLETS THROAT INVERT SHALL BE DETERMINED PER CURB SECTION DETAIL AND INLET DETAIL, WHICH RESULTS IN A THROAT INVERT OF 3' BELOW FL WHEN LOCATED WITHIN VERTICAL CURB & GUTTER, AND 5' BELOW FL WHEN LOCATED WITHIN ADJUSTABLE CURB & GUTTER.
20. AT TIME OF PLACEMENT OF CURB, NO UNDERDRAIN SYSTEM WAS ANTICIPATED AND THEREFORE NOT SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/OWNER TO VERIFY ACTUAL UNDERDRAIN DESIGN REQUIREMENTS FROM THE GEOTECHNICAL INVESTIGATION REPORT. FINAL DESIGN OF ANY AND ALL UNDERDRAIN SYSTEMS SHALL BE IN ACCORDANCE WITH A GEOTECHNICAL INVESTIGATION PERFORMED BY A REGISTERED PROFESSIONAL ENGINEER. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY AND ALL UNDERDRAIN NOT CONSTRUCTED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.
21. AT ALL JOINTS, THE FIELD ENGINEER SHALL CONNECT TO EXISTING. THE CONTRACTOR SHALL FIELD VERIFY LOCATION, SIZE, SLOPE, AND ELEVATION OF EXISTING UTILITIES. IF FIELD VERIFIED INFORMATION DIFFERS FROM THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY PROJECT CIVIL ENGINEER.



TYPICAL LOT EASEMENT LAYOUT
SINGLE FAMILY DETACHED
N.T.S.

NOTES:

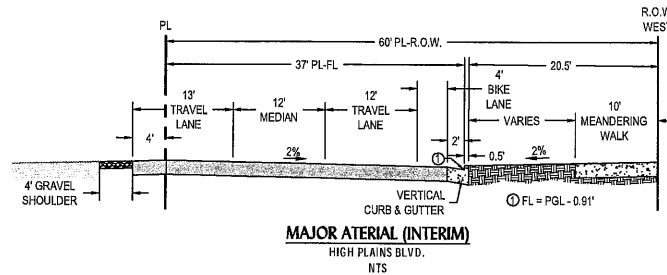
1. LOT EASEMENTS SHALL BE AS SHOWN ON THIS
DETAIL UNLESS OTHERWISE NOTED ON PLANS.



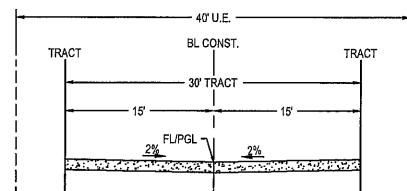
TYPICAL LOT EASEMENT LAYOUT
DUPLEX
N.T.S.

NOTES:

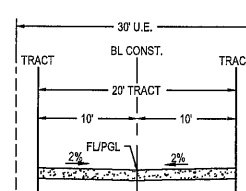
1. LOT EASEMENTS SHALL BE AS SHOWN ON THIS
DETAIL UNLESS OTHERWISE NOTED ON PLANS.



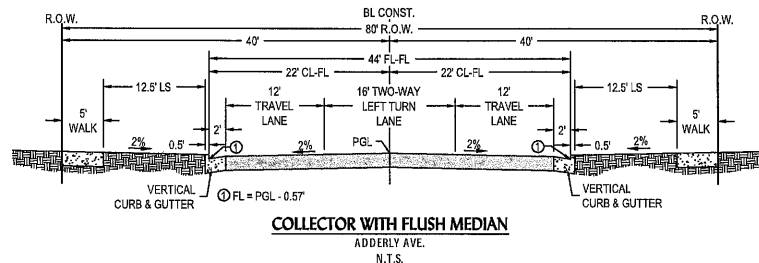
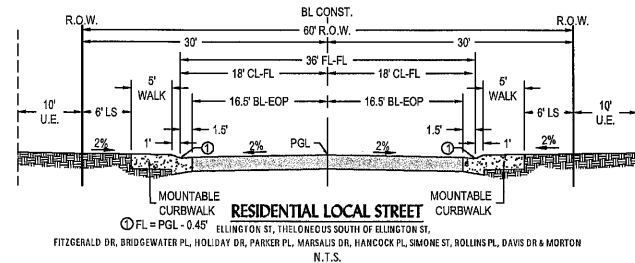
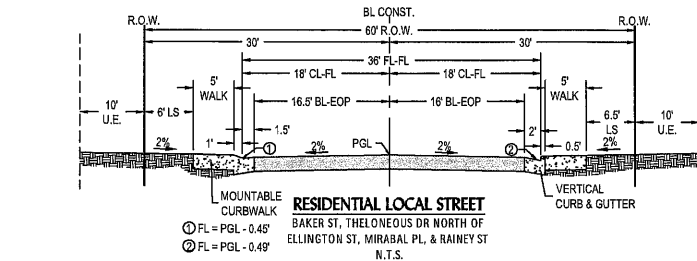
MAJOR ARTERIAL (INTERIM)
HIGH PLAINS BLVD.
NTS



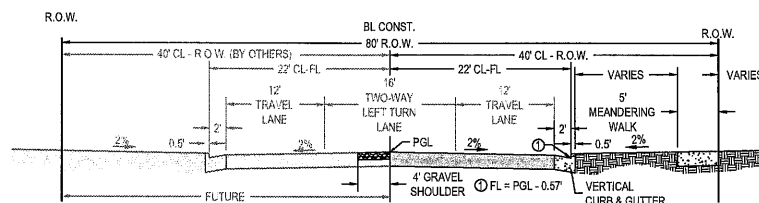
PRIVATE DRIVE
MONHEIT CT.
N.T.S



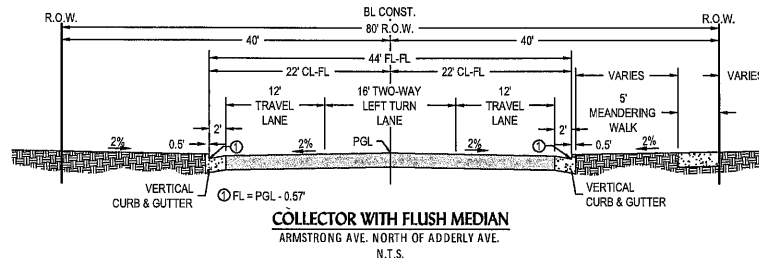
PRIVATE DRIVE
WASHINGTON CT, REINHARDT LN, GILLESPIE LN, FERRER CT
VAUGHN CT, LICEA PL, COLTRANE CT
N.T.S.



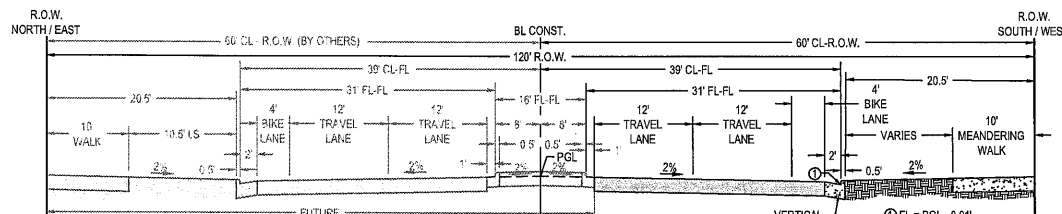
COLLECTOR WITH FLUSH MEDIAN
 ADDERLY AVE.
 N.T.S.



INTERIM COLLECTOR
ARMSTRONG AVE. SOUTH OF ADDERLY AVE.
N.T.S.



COLLECTOR WITH FLUSH MEDIAN
ARMSTRONG AVE. NORTH OF ADDERLY AVE.
N.T.S.



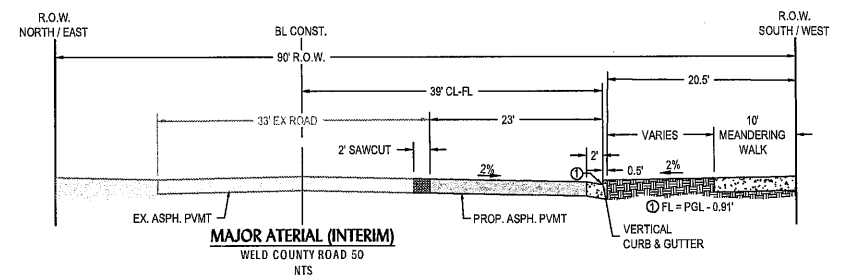
MAJOR ATERIAL (ULTIMATE)
WELD COUNTY ROAD 50 & HIGH PLAINS BLVD.
NTS

GENERAL ABBREVIATIONS

A.E.	ACCESS EASEMENT
BKL	BIKE LANE
BL CONST	BASELINE OF CONSTRUCTION
B5	BOTTOM ELEVATION OF RISE
B.S.I.	BY SEPARATE INSTRUMENT
CE	CURB EXTENSION
CL	CENTERLINE
CT	CURB TRANSITION
CWN	CROWN
DBO	DESIGN BY OTHERS
D.C.	MEDIA CURB & GUTTER
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
EOP	EDGE OF PAVEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
E.ATT.E.	EXISTING AT&T EASEMENT
E.P.E.	EXISTING PIPELINE EASEMENT
FES	FLARED END SECTION
FGB	FINISHED GROUND AT BOTTOM WALL ELEVATION
FGT	FINISHED GROUND AT TOP WALL ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FV	FIELD VERIFY
G	FINISHED GROUND
G.E.	GAS EASEMENT
G.O.E.	GAS & OIL EASEMENT
GV	GATE VALVE
HP	HIGH POINT
I.E.	IRRIGATION EASEMENT
LL	LOT LINE
LP	LOW POINT
LTWD	LITTLE THOMPSON WATER DISTRICT
MC	MOUNTABLE CURB & GUTTER
MH	MANHOLE
MSE	MECHANICALLY STABILIZED EARTH
P	PAVEMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCR	POINT OF CURB RETURN
PGL	PROFILE GRADE LINE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
RN	RECORDING NUMBER
S.E.	SANITARY EASEMENT
SEC	SECTION LINE
SL	SANITARY LINE
SS	SANITARY SERVICE
SW	SIDEWALK
TB	THRUST BLOCK
TC	TOP OF CURB
T.R.E.	TRANSPORTATION EASEMENT
TS	TOP ELEVATION OF RISER
U.E.	UTILITY EASEMENT
U.G.E	UTILITY & GAS EASEMENT
VC	VERTICAL CURB & GUTTER
W.E.	WATER EASEMENT
WL	WATER LINE
WS	WATER SERVICE
W.S.W.	WATER SURFACE ELEVATION
WW	WATER VALVE

LEGEND

	Property Line
	Right of Way Line
	Centerline
	Easement Line
	Lot Line
	Site Line
	Sight Distance Line
	100-YR W.S.E.
	Retaining Wall
	Prop. Asphalt Pavement
	Prop. Asphalt Mill & Overlay
	Prop. Concrete Pavement
	Prop. Concrete Walk
	Prop. Crushed Fines
	Ex. Concrete Walk
	Ex. Asphalt Pavement
	Sight Distance Area
	Sanitary Sewer Line
	Water Line
	Storm Sewer Line
	Ex. Sanitary Line
	Ex. Water Line
	Ex. Storm Sewer Line
	Ex. Irrigation Pipe
	Ex. Fiber Optic Line
	Ex. Gas Line
	Ex. Telephone Line
	Ex. Overhead Electric
	Ex. Fence
	Sanitary Service Line
	Water Service Line
	Sanitary Sewer Manhole
	Fire Hydrant
	Thrust Block
	Water Valve
	Water Meter
	Storm Manhole
	Ex. Sanitary Sewer Manhole
	Ex. Water Valve
	Ex. Fire Hydrant
	Ex. Storm Manhole
	Ex. Street Light
	Ex. Sign
	Prop. Street Light
	Prop. Sign



MAJOR ARTERIAL (INTERIM)
WELD COUNTY ROAD 50
NTS

PROJECT BENCHMARK:

NGS CONTROL POINT "JOHNSON" BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.

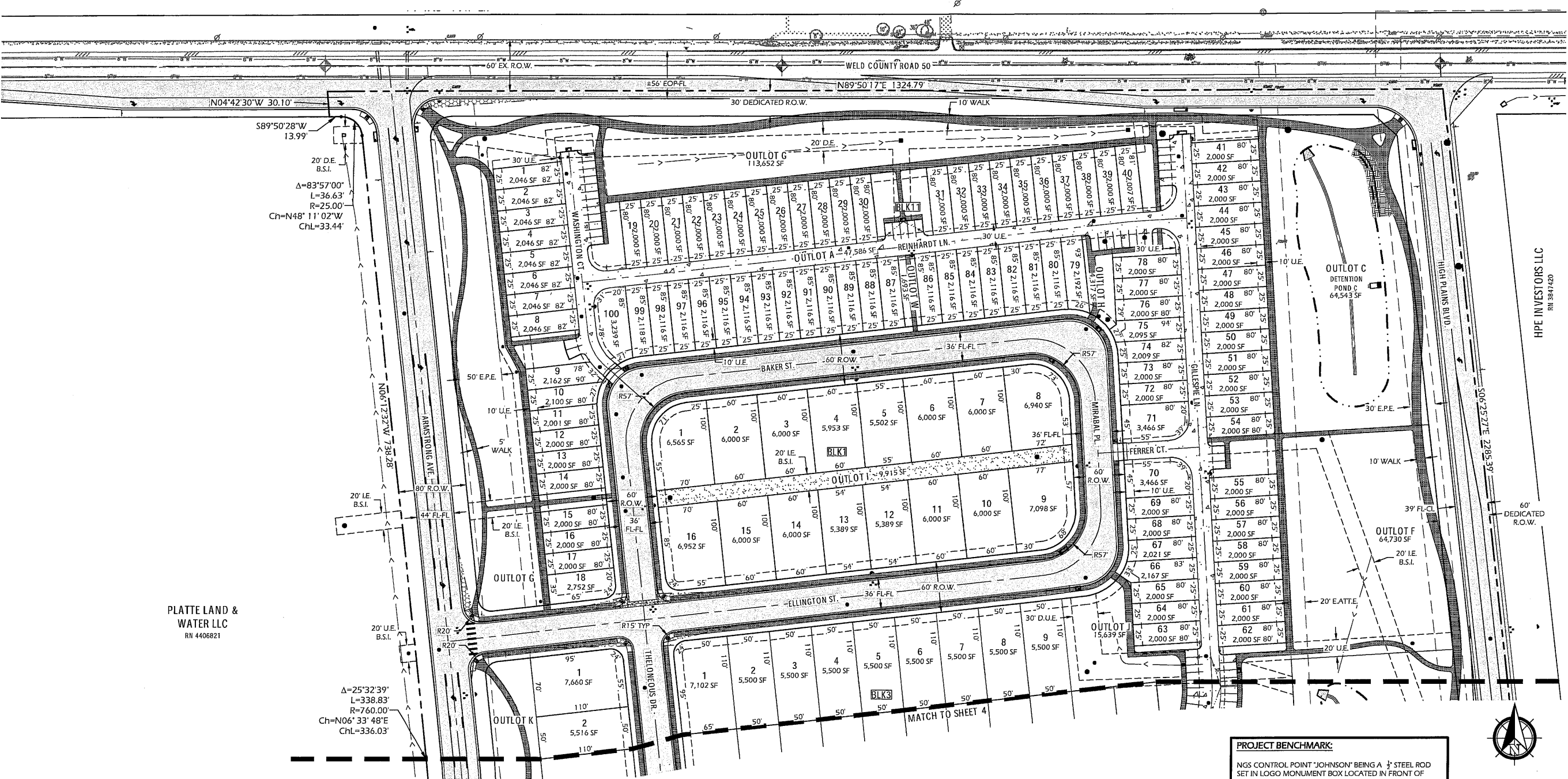
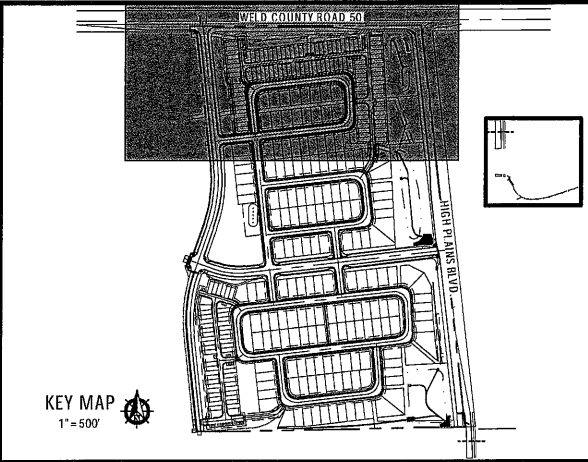
DATUM ELEV. = 5000.64 (NAVD88)

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OUTLOT O	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	2,759	0.06
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OUTLOT Q	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	105,468	2.42
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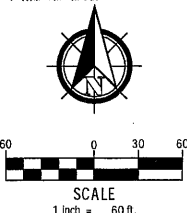
REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

LAND SUMMARY			
	SQ. FT.	ACRES	%
LOT AREA	1,364,786	31.33	42.6%
ROADWAY AREA	902,758	20.72	28.2%
OPEN SPACE AREA (OUTLOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W)	934,729	21.46	29.2%
TOTAL AREA	3,202,273	73.51	100%
TOTAL LOTS	320		

NOTES:
1. SEE SHEET 2 (C.1) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT AND LEGEND.



PROJECT BENCHMARK:
NGS CONTROL POINT "JOHNSON" BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.
DATUM ELEV. = 5000.64 (NAVD83)



Item #10.

Know what's below.
Call before you dig.

1000 E. Grand Ave. A314
DENVER, CO 80202
PH: 303.452.8827

Innovative Land Consultants, Inc.

PROJECT NAME
REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE
SITE PLAN

SHEET NUMBER
C.2

SHEET 3 OF 30

153

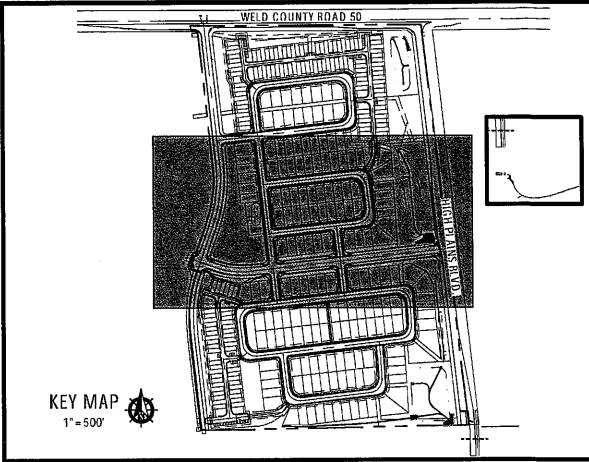
OUTLOT SUMMARY					
	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
OUTLOT A	ACCESS & DRAINAGE & UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	47,586	1.09
OUTLOT B	ACCESS & DRAINAGE & UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	33,837	0.78
OUTLOT C	DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	64,543	1.48
OUTLOT D	DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	123,620	2.84
OUTLOT E	DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	94,020	2.16
OUTLOT F	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	64,730	1.49
OUTLOT G	LANDSCAPE & DRAINAGE	METRO DISTRICT #2	METRO DISTRICT #2	113,652	2.61
OUTLOT H	LANDSCAPE & DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	4,317	0.10
OUTLOT I	LANDSCAPE & DRAINAGE	METRO DISTRICT #2	METRO DISTRICT #2	9,915	0.23
OUTLOT J	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	15,639	0.36
OUTLOT K	PARK & LANDSCAPE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	111,412	2.56
OUTLOT L	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	6,503	0.15
OUTLOT M	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	6,087	0.14
OUTLOT N	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	6,503	0.15
OUTLOT O	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	2,759	0.06
OUTLOT P	LANDSCAPE	METRO DISTRICT #2	METRO DISTRICT #2	2,116	0.05
OUTLOT Q	LANDSCAPE & DRAINAGE & UTILITY & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	105,468	2.42
OUTLOT R	LANDSCAPE & DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	51,009	1.17
OUTLOT S	UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	10,131	0.23
OUTLOT T	LANDSCAPE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	4,400	0.10
OUTLOT U	UTILITY	METRO DISTRICT #2	METRO DISTRICT #2	3,656	0.08
OUTLOT V	LANDSCAPE & DRAINAGE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	51,135	1.17
OUTLOT W	LANDSCAPE & PED ACCESS	METRO DISTRICT #2	METRO DISTRICT #2	1,693	0.04
TOTAL AREA				934,729	21.46

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

LAND SUMMARY			
LOT AREA	SQ. FT.	ACRES	%
ROADWAY AREA	1,364,786	31.33	42.6%
OPEN SPACE AREA (OUTLOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W)	902,758	20.72	28.2%
TOTAL AREA	934,729	21.46	29.2%
TOTAL LOTS	320	73.51	100%

NOTES:

1. SEE SHEET 2 (C.1) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT AND LEGEND.



Item #10.

811

Know what's below.
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10200 E. Grand Ave., A-314
Denver, CO 80231
PH: 303.555.8887

ILC

Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

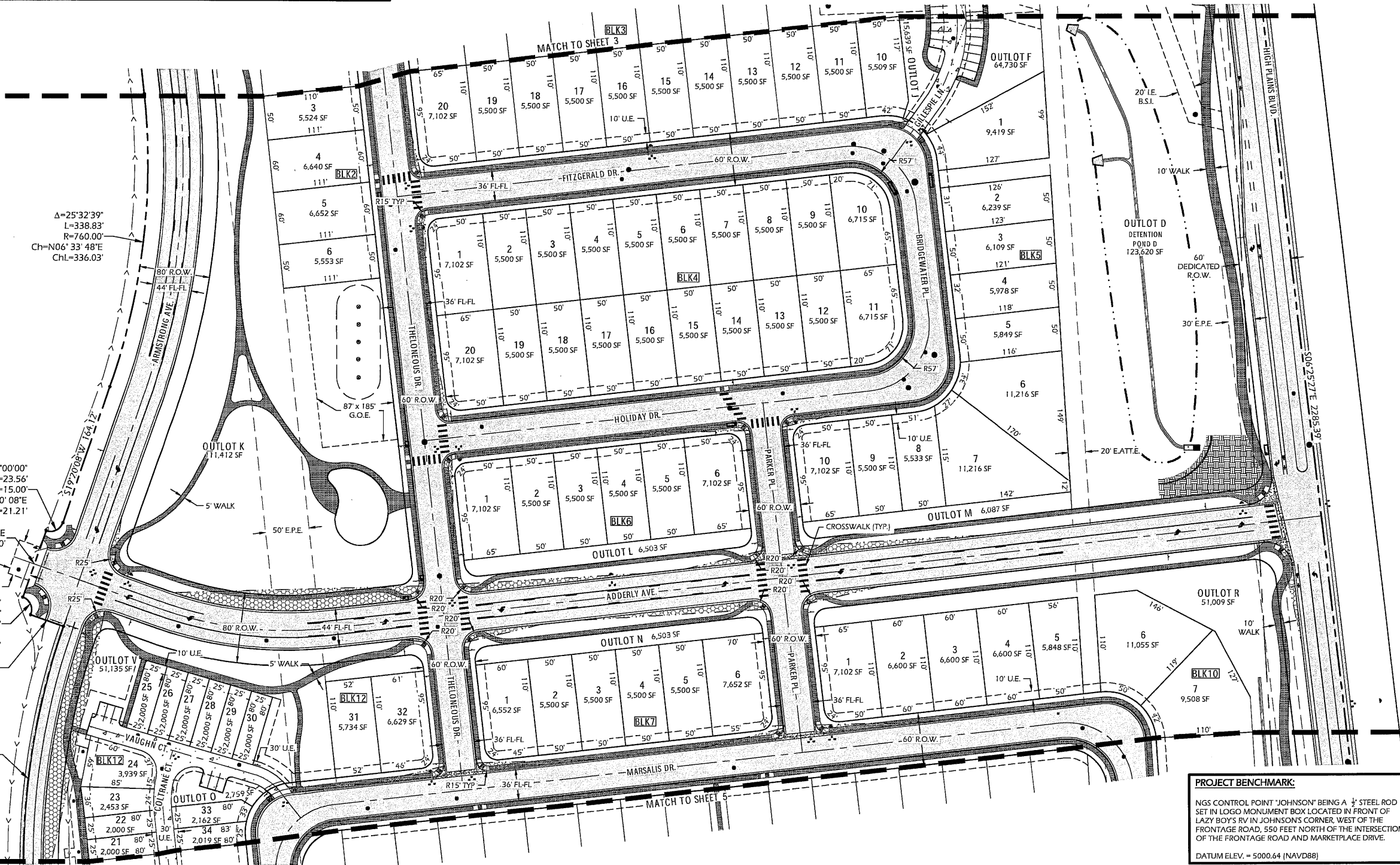
SITE PLAN

SHEET NUMBER

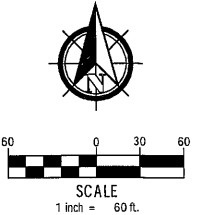
C.3

SHEET 4 OF 30

154



PROJECT BENCHMARK:
NGS CONTROL POINT "JOHNSON" BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOYS RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.
DATUM ELEV. = 5000.64 (NAVD88)



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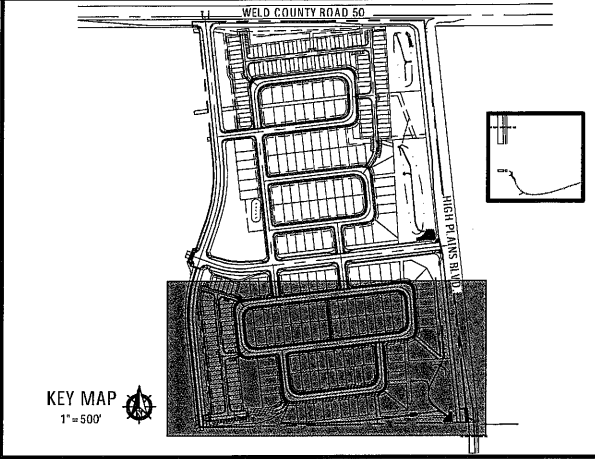
OUTLOT SUMMARY					
	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
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TOTAL AREA				934,729	21.46

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

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TOTAL AREA	934,729	21.46	29.2%
TOTAL LOTS	320		100%

NOTES:

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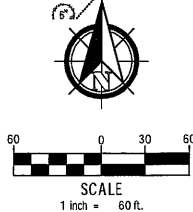


HPE INVESTORS LLC
RN 3847420

VISTA AG LLC
RN 3968588

VISTA AG LLC
RN 4200577

PROJECT BENCHMARK:
NGS CONTROL POINT "JOHNSTOWN" BEING A 1/2" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSTOWN'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.
DATUM ELEV. = 5000.64 (NAVD88)



REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

SITE PLAN

SHEET NUMBER

C.4

SHEET 5 OF 30

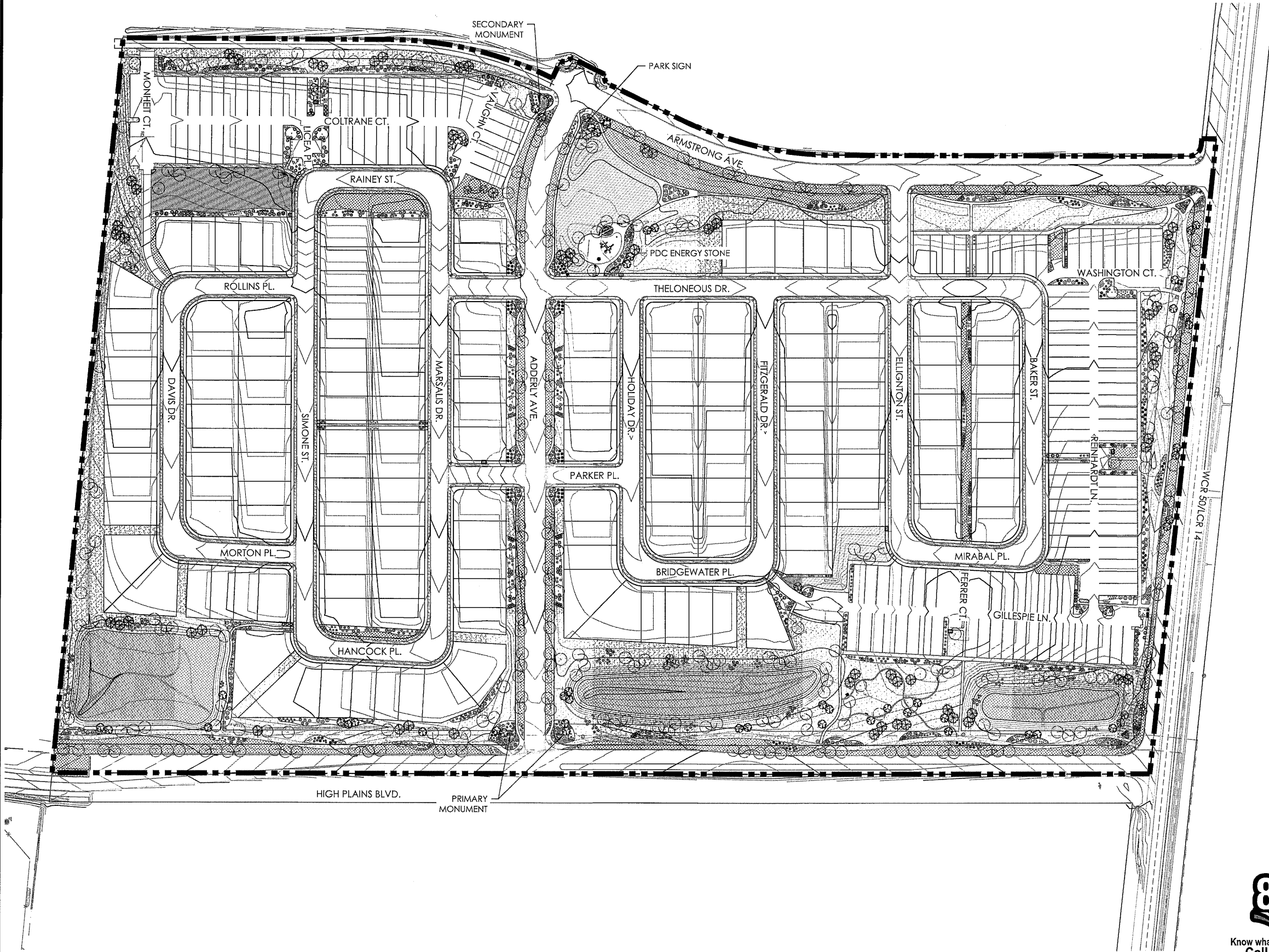
155

Item #10.
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FOR DESIGN
10200 E. Grand Ave., A314
Denver, CO 80231
PH: 303.452.6267

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REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

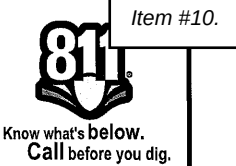


- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS & PERENNIALS
 - STEEL EDGER
 - TURF
 - CRUSHER FINES
 - CONCRETE WALK
 - ROCK MULCH
 - NATIVE SEED
 - LOW-GROW NATIVE SEED
 - NATIVE SEED, NON-IRRIGATED
 - MAILBOX KIOSK



Scale: 1"= 100'-0"

0 50 100 200



PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

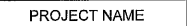
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SHEET 6 OF 30

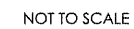
KEY MAP



terracedesign
10200 E. Girard Ave., A-311
Denver, CO 80231
ph: 303.632.8667



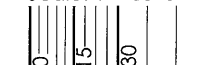
SHEET 7 OF 30



	DECIDUOUS TREE
	EVERGREEN TREE
	ORNAMENTAL TREE
	SHRUBS & PERENNIALS
	STEEL EDGER
	TURF
	CRUSHER FINES
	CONCRETE WALK
	ROCK MULCH
	NATIVE SEED
	LOW-GROW NATIVE SEED
	NATIVE SEED, NON-IRRIGATED
	MAILBOX KIOSK



Scale: 1"= 30'-0"



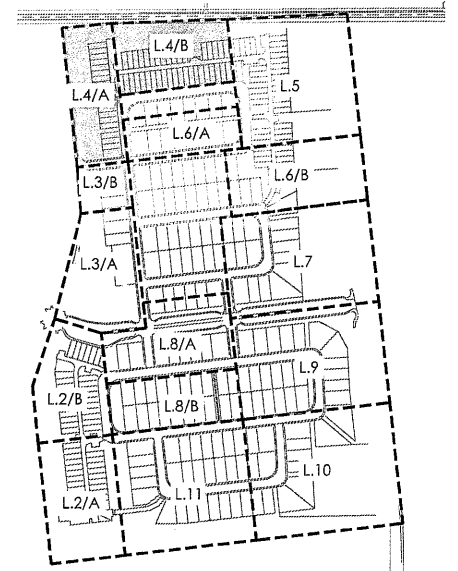
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TOWN OF JOHNSTOWN, COLORADO

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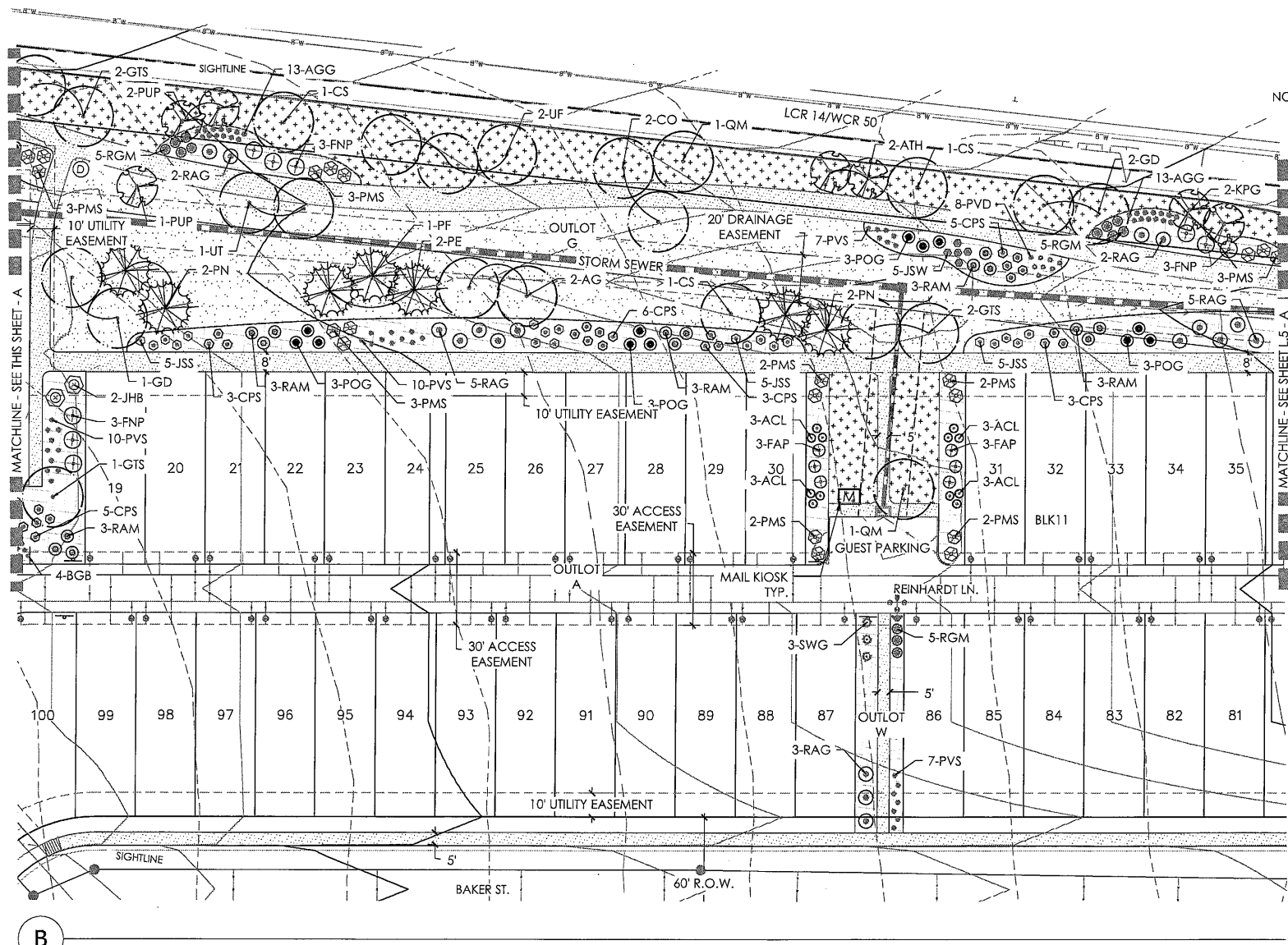
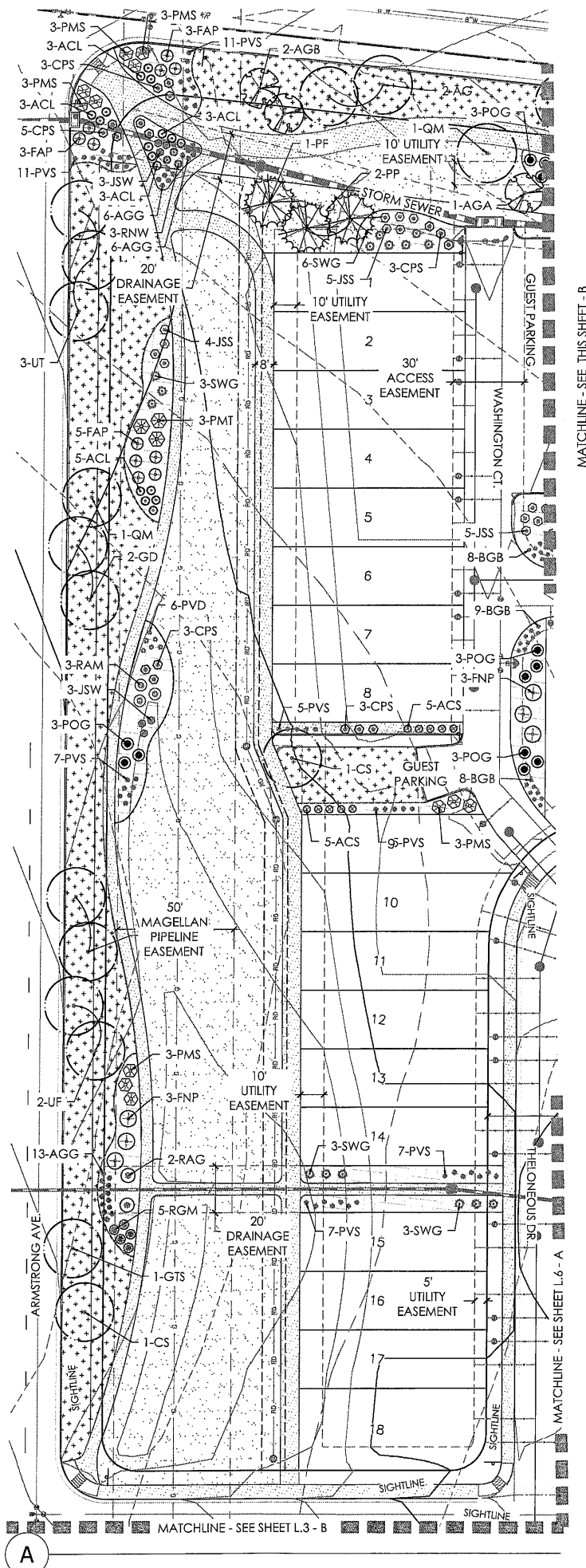
REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

KEY MAP

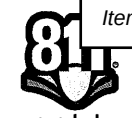


NOT TO SCALE

- LEGEND**
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS & PERENNIALS
 - STEEL EDGER
 - TURF
 - CRUSHER FINES
 - CONCRETE WALK
 - ROCK MULCH
 - NATIVE SEED
 - LOW-GROW NATIVE SEED
 - NATIVE SEED, NON-IRRIGATED
 - MAILBOX KIOSK



Scale: 1"= 30'-0"



Item #10.

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PH: 303.432.8627



ILC

Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

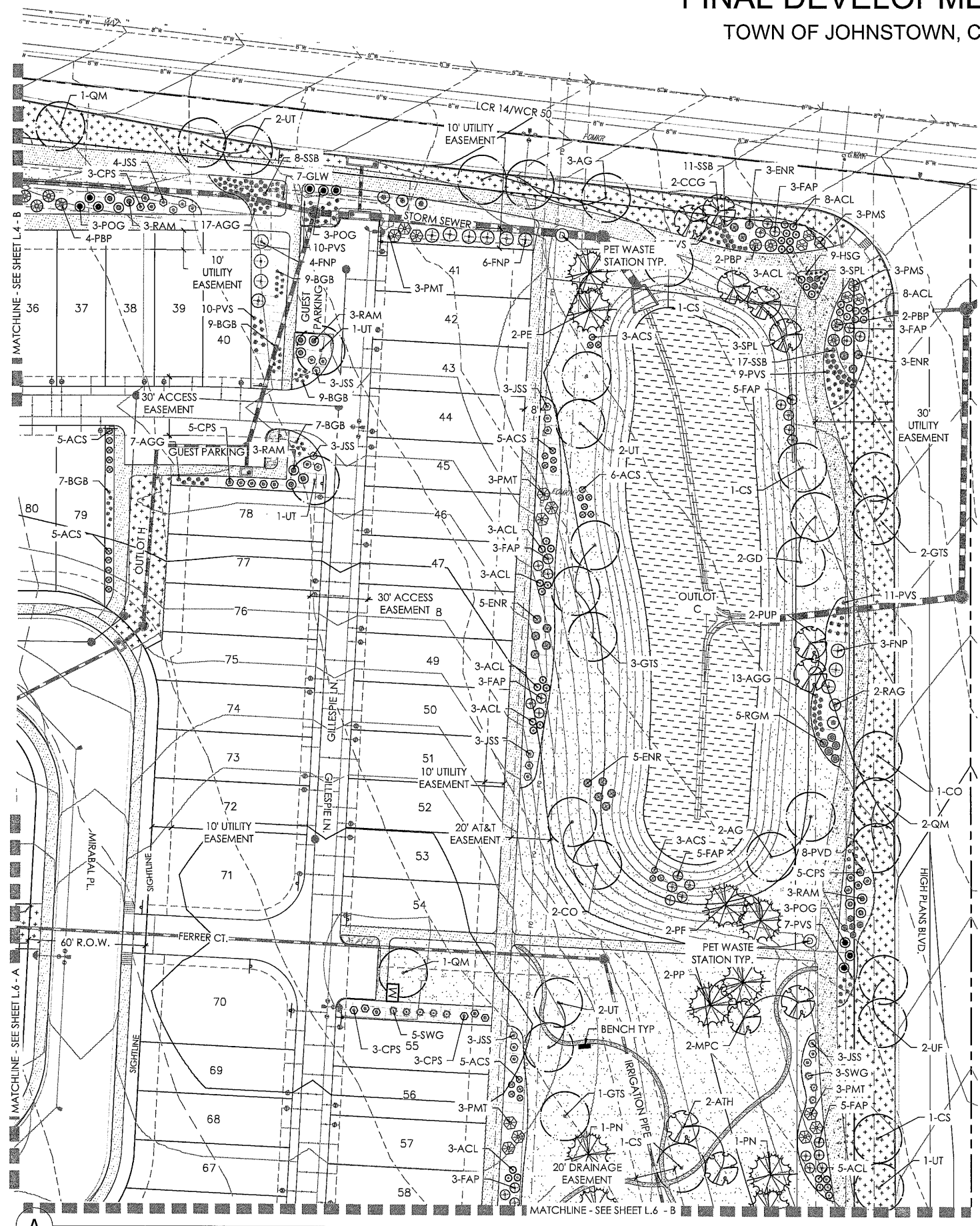
SHEET NUMBER

L.4

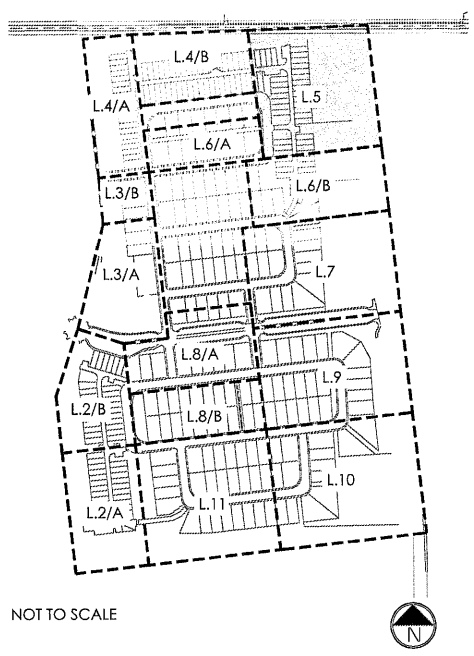
SHEET 9 OF 30

159

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP



- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS & PERENNIALS
 - STEEL EDGER
 - TURF
 - CRUSHER FINES
 - CONCRETE WALK
 - ROCK MULCH
 - NATIVE SEED
 - LOW-GROW NATIVE SEED
 - NATIVE SEED, NON-IRRIGATED
 - MAILBOX KIOSK



Scale: 1"= 30'-0"

Item #10.

Know what's below.
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10000 E. Grand Ave., A-314
Denver, CO 80231
PH: 303.632.8867

Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

02-05-2021

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

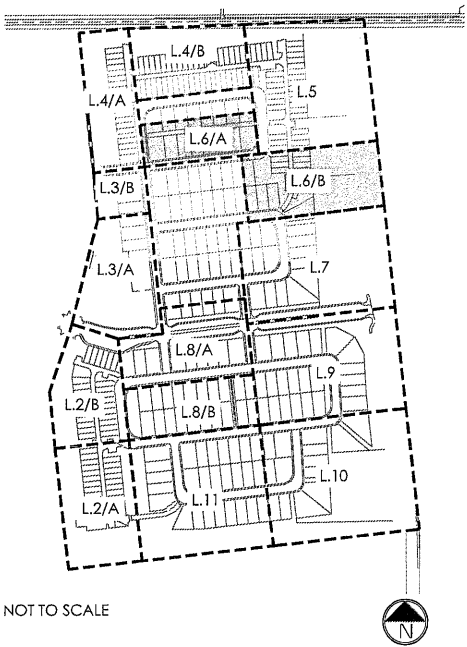
L.5

SHEET 10 OF 30

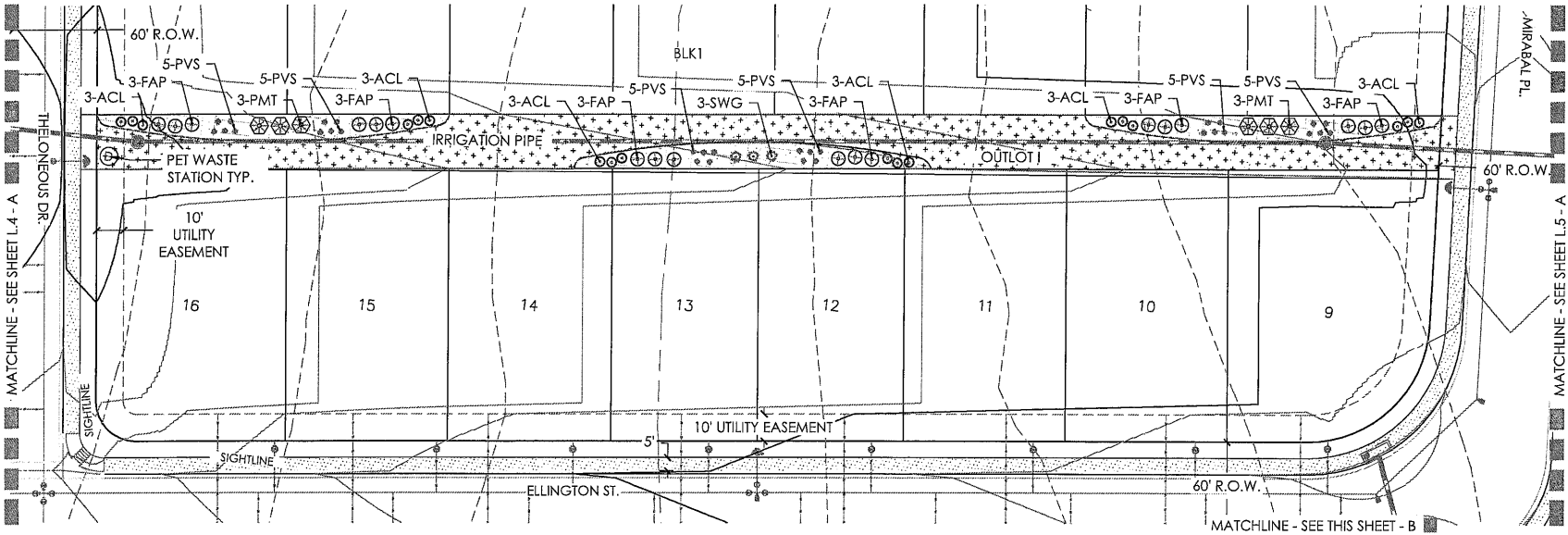
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REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

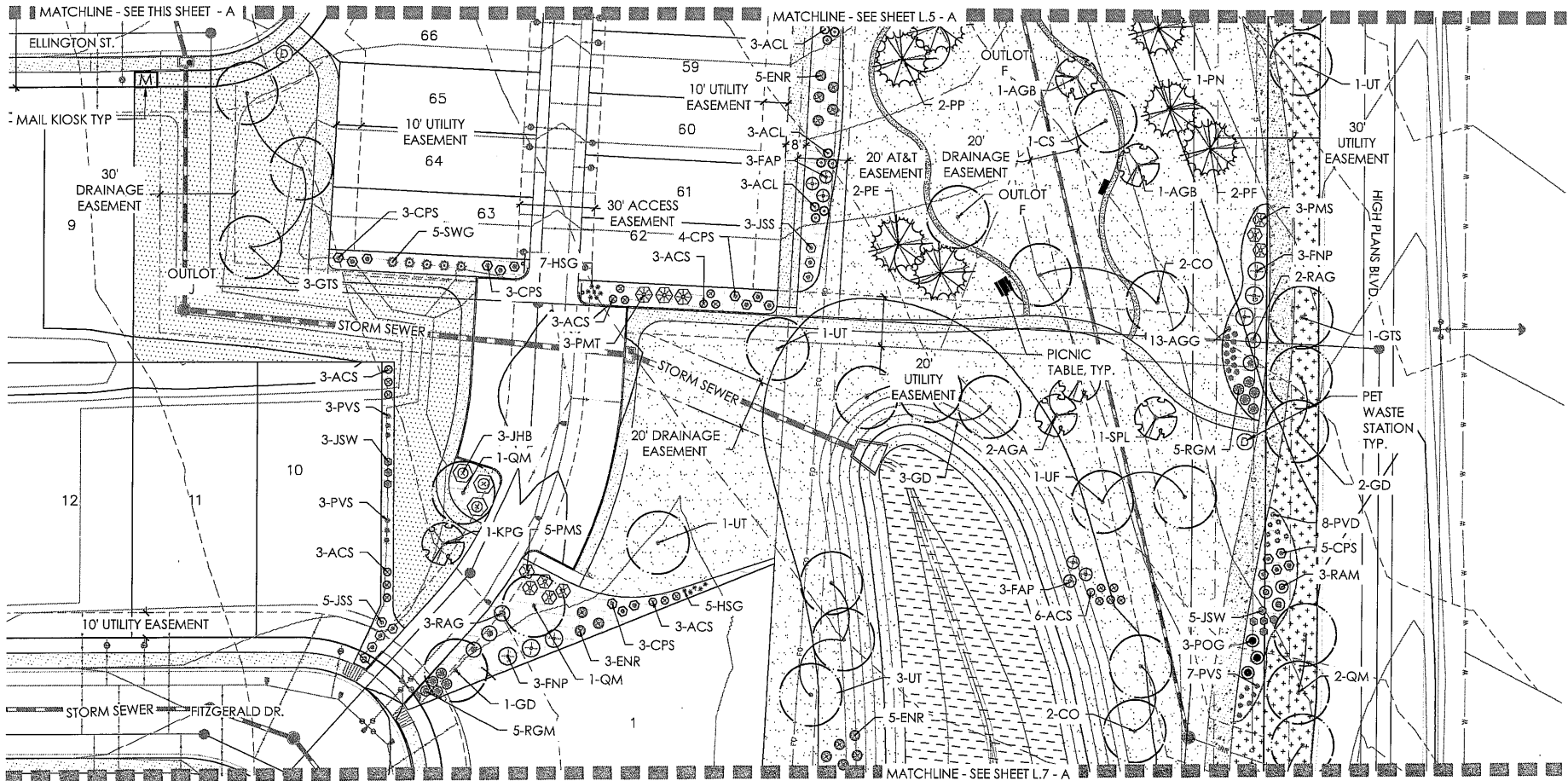
KEY MAP



NOT TO SCALE



A



B

LEGEND

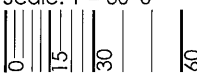
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- SHRUBS & PERENNIALS
- STEEL EDGER
- TURF
- CRUSHER FINES
- CONCRETE WALK
- ROCK MULCH
- NATIVE SEED
- LOW-GROW NATIVE SEED
- NATIVE SEED, NON-IRRIGATED
- MAILBOX KIOSK



Know what's below.
Call before you dig.



Scale: 1"= 30'-0"



REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.6

SHEET 11 OF 30

KEY MAP



Ed
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Denver, CO 80231
ph: 303.632.8867

PROJECT NAME

NOT TO SCALE

	DECIDUOUS TREE
	EVERGREEN TREE
	ORNAMENTAL TREE
	SHRUBS & PERENNIALS
	STEEL EDGER
	TURF
	CRUSHER FINES
	CONCRETE WALK
	ROCK MULCH
	NATIVE SEED
	LOW-GROW NATIVE SEED
	NATIVE SEED, NON-IRRIGATED
	MAILBOX KIOSK

SHEET TITLE

SHEET NUMBER

SHEET 13 OF 30

62



Know what's **below**.
Call before you dig.

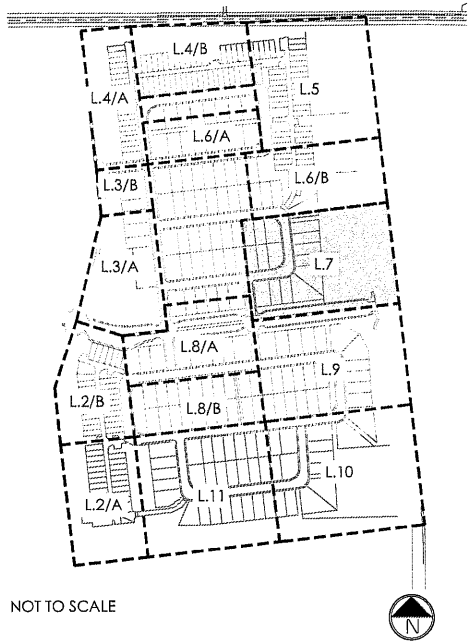


Scale: 1"= 30'-0"

0
15
30
60

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

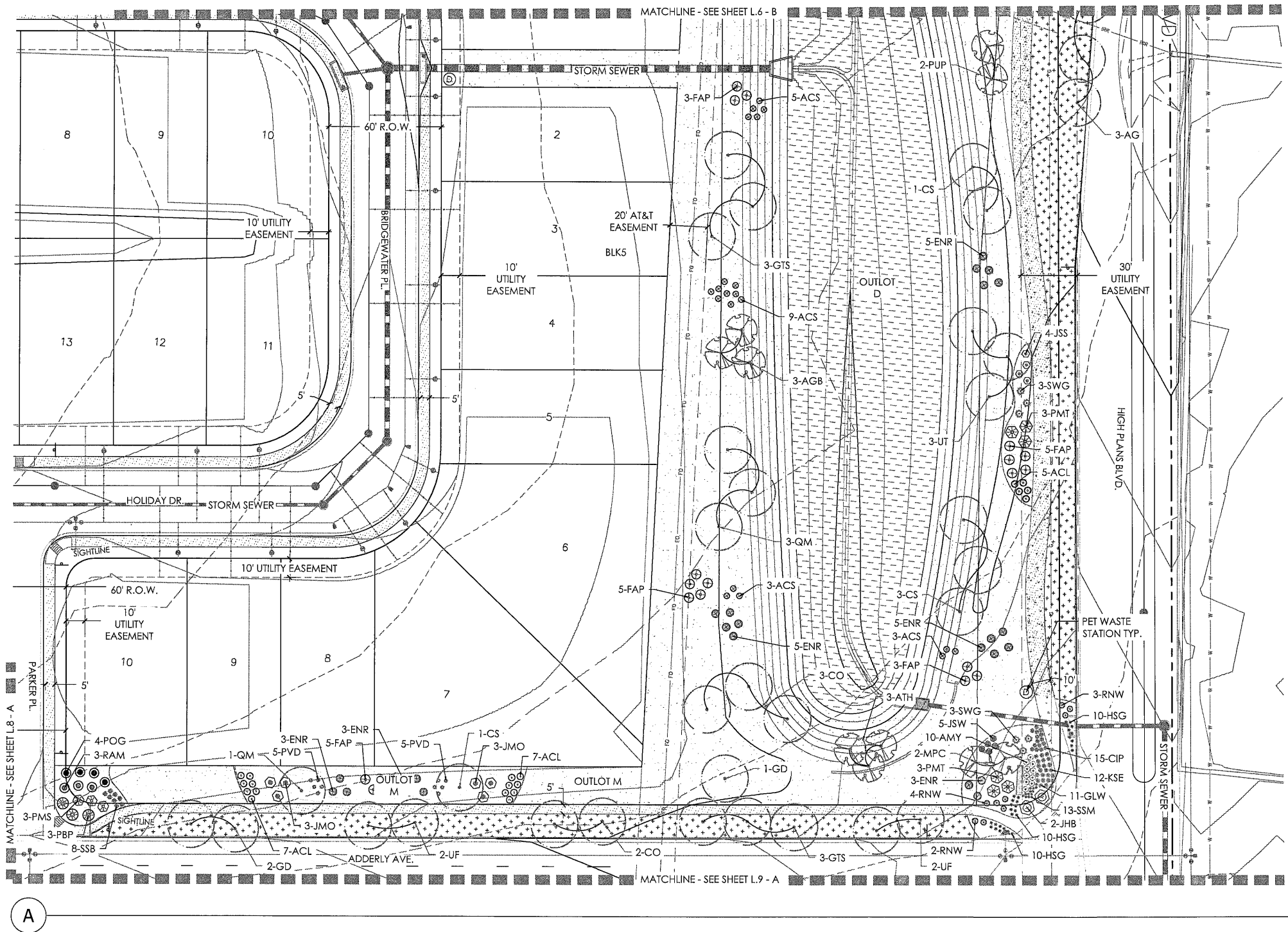
KEY MAP



NOT TO SCALE

LEGEND

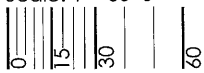
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- SHRUBS & PERENNIALS
- STEEL EDGER
- TURF
- CRUSHER FINES
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- ROCK MULCH
- NATIVE SEED
- LOW-GROW NATIVE SEED
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- MAILBOX KIOSK



Know what's below.
Call before you dig.



Scale: 1"= 30'-0"



PROJECT NAME

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FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

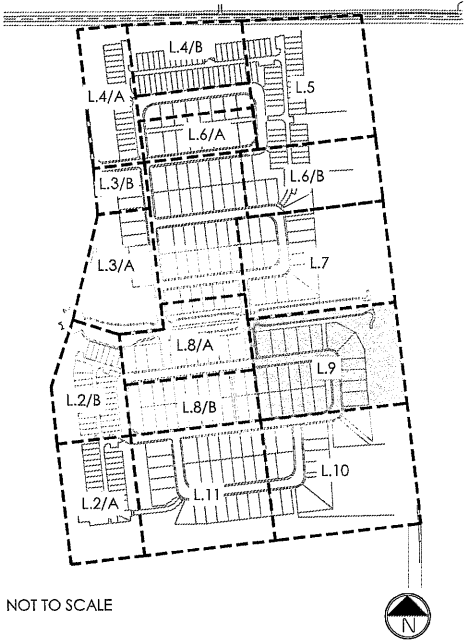
SHEET NUMBER

L.7

SHEET 12 OF 30

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

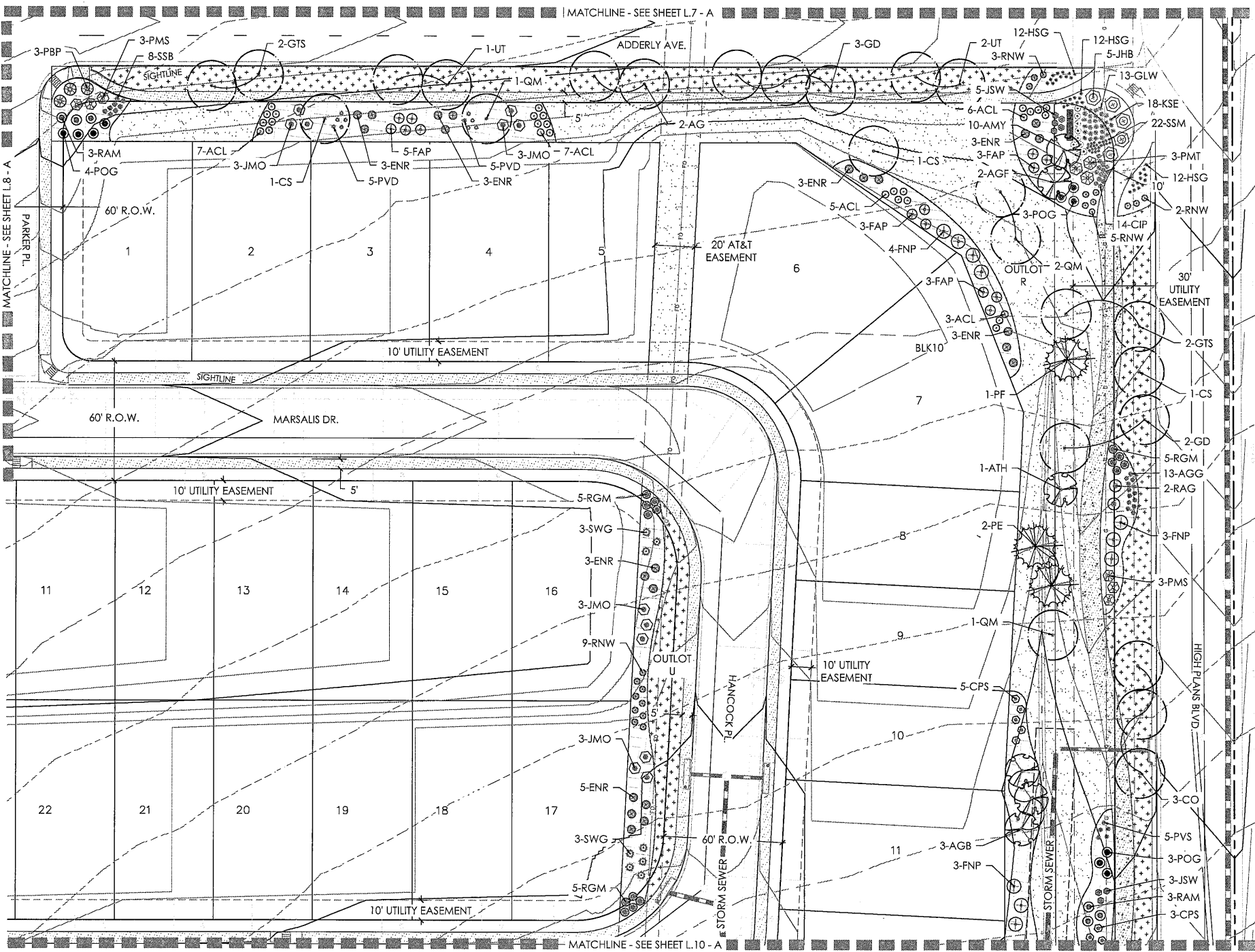
KEY MAP



NOT TO SCALE

LEGEND

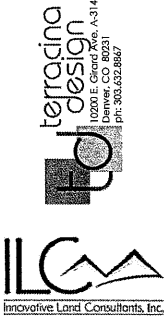
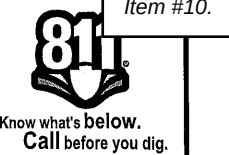
- DECIDUOUS TREE
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- SHRUBS & PERENNIALS
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- MAILBOX KIOSK



Know what's below.
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Scale: 1"= 30'-0"



PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

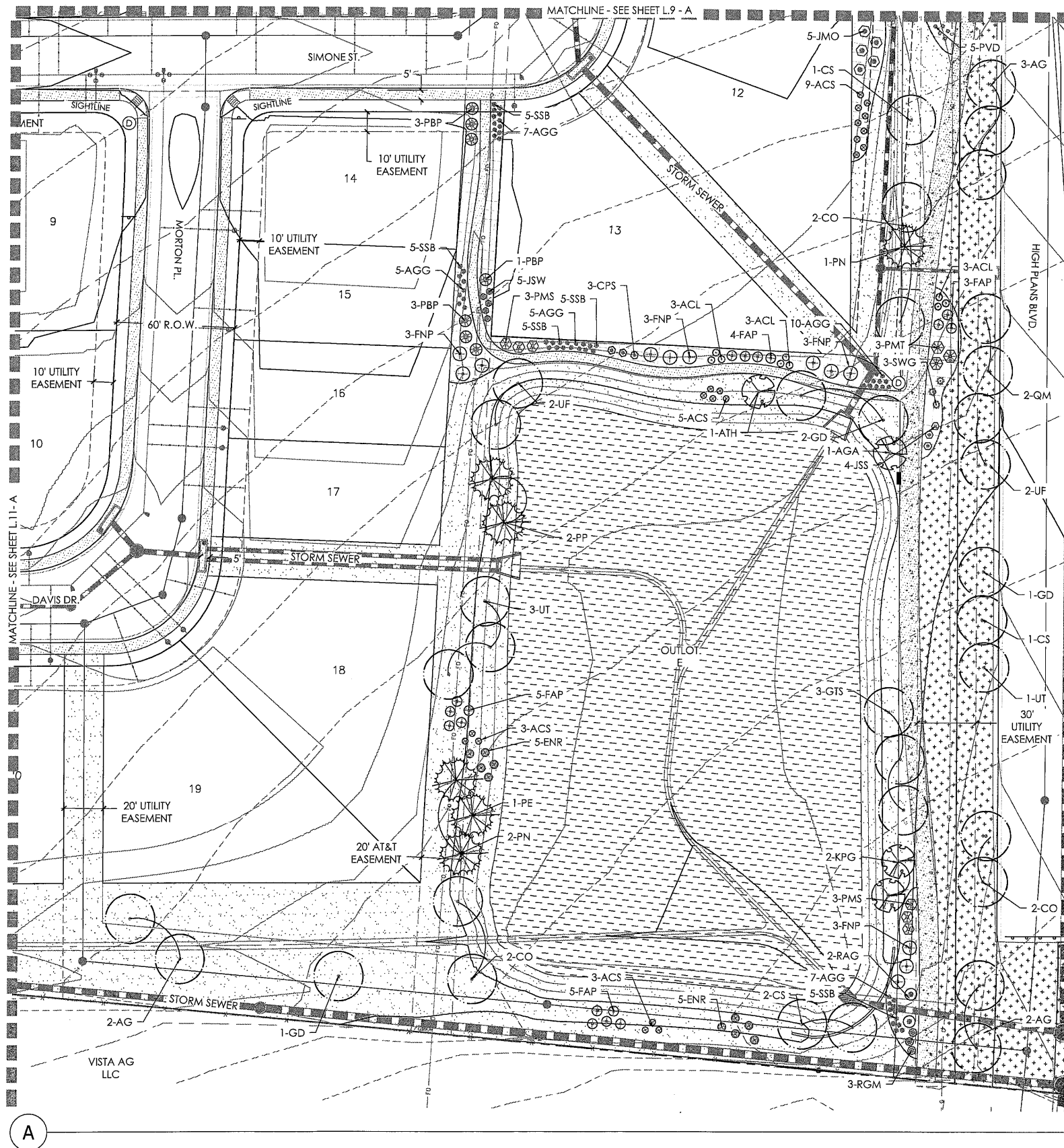
L.9

SHEET 14 OF 30

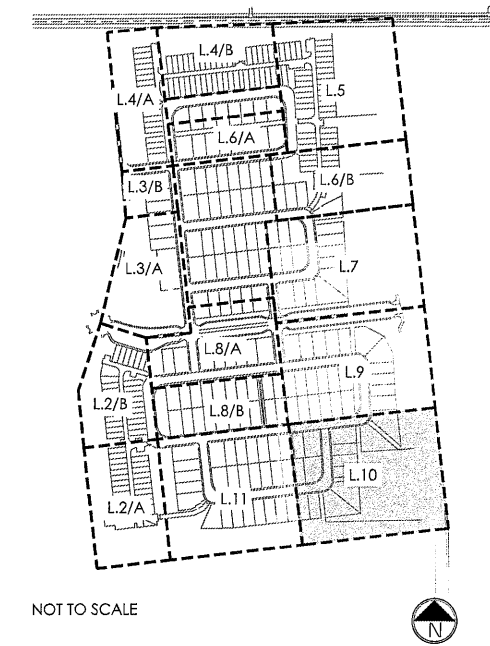
REVERE AT JOHNSTOWN FILING NO. 1

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



KEY MAP



LEGEND

- | | |
|---|----------------------------|
|  | DECIDUOUS TREE |
|  | EVERGREEN TREE |
|  | ORNAMENTAL TREE |
|  | SHRUBS & PERENNIALS |
|  | STEEL EDGER |
|  | TURF |
|  | CRUSHER FINES |
|  | CONCRETE WALK |
|  | ROCK MULCH |
|  | NATIVE SEED |
|  | LOW-GROW NATIVE SEED |
|  | NATIVE SEED, NON-IRRIGATED |
|  | MAILBOX KIOSK |



Know what's below.
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Scale: 1"= 30'-0"

0
15
30
60

**REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

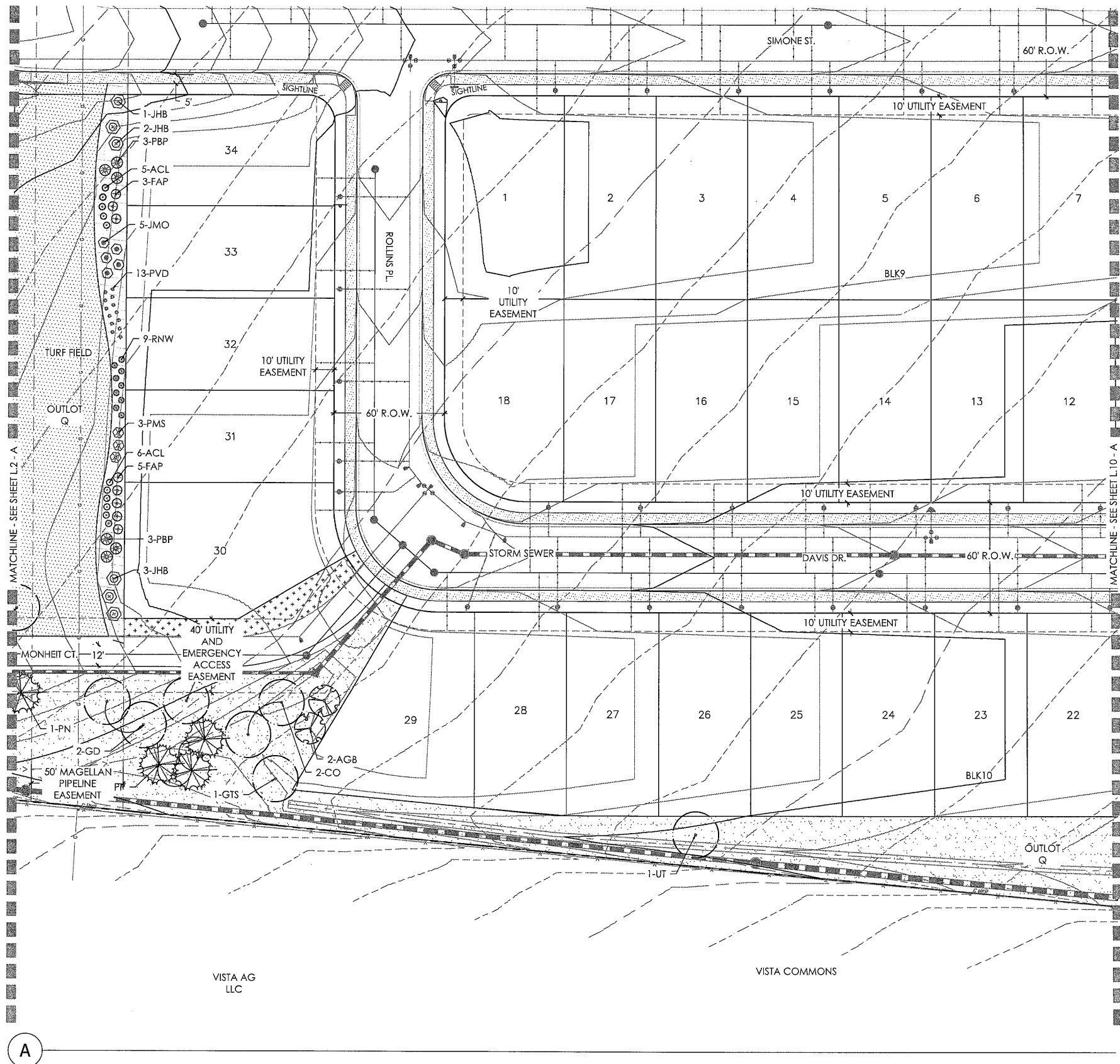
LANDSCAPE PLANS

SHEET NUMBER

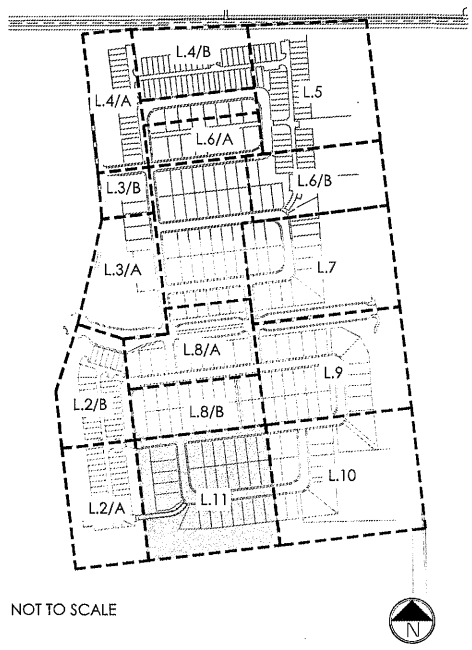
L.10

SHEET 15 OF 30

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP



- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS & PERENNIALS
 - STEEL EDGER
 - TURF
 - CRUSHER FINES
 - CONCRETE WALK
 - ROCK MULCH
 - NATIVE SEED
 - LOW-GROW NATIVE SEED
 - NATIVE SEED, NON-IRRAGATED
 - MAILBOX KIOSK



Scale: 1"= 30'-0"

Item #10.

811

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Denver, CO 80231
PH: 303.555.2666

ILLC
Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.11

SHEET 16 OF 30

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

LANDSCAPE DESIGN INTENT STATEMENT

THE LANDSCAPE DESIGN FOR FILING NO. 1 IS INTENDED TO ESTABLISH A UNIQUE SENSE OF PLACE, WHICH REFLECTS THE CHARACTER AND QUALITIES OF THE COLORADO PLAINS. NATIVE AND XERIC PLANT SPECIES HAVE BEEN SELECTED TO FULFILL THIS INTENT. PLANT MATERIAL AND LANDSCAPE FEATURES ARE ARRANGED FOR MAXIMUM VISUAL IMPACT WITH MINIMAL WATER WASTE AND SIMPLE MAINTENANCE.

PARKS
THE PARK AT REVERE HAS ACTIVE AND PASSIVE FEATURES TO ACCOMMODATE THE RECREATIONAL NEEDS OF A VARIOUS AGE GROUPS. A PLAY AREA FOR THE YOUNGEST USERS IS ADJACENT TO SHADED SEATING AND MEANDERING WALKS. AN OPEN TURF AREA PROVIDES SPACE FOR INFORMAL SPORTS, WHICH IS SHIELDED SLIGHTLY WITH BERMING AND TREES FROM TWO COLLECTOR ROADS AND ONE INTERSECTION.

PLANT LIST

QUANTITY	ABV	SCIENTIFIC NAME	COMMON NAME	SIZE	WATER USE
DECIDUOUS SHADE TREES					
	AGO	AESCULUS GLABRA	OHIO BUCKEYE	2" CAL	LOW
	COH	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2" CAL	LOW
	CSC	CATALPA SPECIOSA	WESTERN CATALPA	2" CAL	LOW
	GDK	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2" CAL	LOW
	GII	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER	2" CAL	LOW
	QMO	QUERCUS MACROCARPA	OAK, BUR	2" CAL	LOW
	UFE	ULMUS 'FRONTIER'	ELM, FRONTIER	2" CAL	LOW
	UTE	ULMUS X TRIUMPH	ELM, TRIUMPH	2" CAL	LOW
DECIDUOUS ORNAMENTAL TREES					
	AGA	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	SERVICEBERRY, AUTUMN BRILLIANCE	MULTI-STEM	LOW
	AGB	ACER X GRANDIDENTATUM 'HIGHLAND PARK'	MAPLE, BIGTOOTH 'HIGHLAND PARK'	MULTI-STEM	LOW
	ATG	ACER TATARICUM SUBSP. GINNALA 'FLAME'	MAPLE, GINNALLA	MULTI-STEM	LOW
	AII	ACER TATARICUM 'HOT WINGS'	MAPLE, HOT WINGS	MULTI-STEM	LOW
	CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	2" CAL	LOW
	KFG	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	2" CAL	MEDIUM
	MPC	MALUS X 'PRAIRIE FIRE'	CRABAPPLE, PRAIRIE FIRE	MULTI-STEM	MEDIUM
	PUP	PYRUS USSURIENSIS 'PRAIRIE GEM'	PEAR, PRAIRIE GEM	2" CAL	LOW
	SPL	SYRINGA PEKINENSIS	LIAC, PEKING	2" CAL	LOW
EVERGREEN TREES					
	PN	PINUS NIGRA	AUSTRIAN PINE	6" HT	VERY LOW
	PE	PINUS EDULIS	PINON PINE	6" HT	VERY LOW
	PF	PINUS FLEXILIS	LIMBER PINE	6" HT	VERY LOW
	PP	PINUS PONDEROSA	PONDEROSA PINE	6" HT	VERY LOW
EVERGREEN SHRUBS					
	JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	5 GAL	LOW
	JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	5 GAL	LOW
	JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR	5 GAL	LOW
	JSW	JUNIPERUS SCOPULARUM 'WOODWARD'	JUNIPER, WOODWARD ROCKY MOUNTAIN	5 GAL	VERY LOW
	PMT	PINUS MUGO 'TANNENBAUM'	MUGO PINE, TANNENBAUM	5 GAL	LOW
	PMS	PINUS MUGO 'SLOW MOUND'	PINE, MUGO SLOW MOUND	5 GAL	LOW
DECIDUOUS SHRUBS					
	ACL	AMORPHA CANESCENS	LEADPLANT	5 GAL	VERY LOW
	ATS	ARTEMISIA TRIDENTATA	SAGEBRUSH	5 GAL	VERY LOW
	CPS	CYTISUS PURGENS 'SPANISH GOLD'	BROOM, SPANISH GOLD	5 GAL	LOW
	CNA	ERICACERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH	5 GAL	VERY LOW
	FAP	FALLUGIA PARADOXA	APACHE PLUME	5 GAL	LOW
	FNP	FORESTIERA NEOMEXICANA	NEW MEXICO, PRIVET	5 GAL	LOW
	PBS	PRUNUS BESSEY	WESTERN SAND CHERRY	5 GAL	LOW
	POG	PHYSOCARPUS OPUFOLIUS 'DARIS GOLD'	NINEBARK, DARTS GOLD	5 GAL	LOW
	RGM	RIBES ALPINUM 'GREEN MOUND'	CURRENT GREEN MOUND	5 GAL	LOW
	RAM	RIBES AUREUM	CURRENT YELLOW FLOWERING	5 GAL	LOW
	RAS	RHUS AROMATICA 'GRO-LOW'	SUMAC DWARF FRAGRANT	5 GAL	LOW
	RNW	ROSA 'NEARLY WILD'	ROSE NEARLY WILD SHRUB	5 GAL	LOW
ORNAMENTAL GRASSES					
	AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	1 GAL	LOW
	BGB	BOUTELOUA GRACILIS	BLUE GRAMA GRASS	1 GAL	LOW
	HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	1 GAL	LOW
	SSB	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	1 GAL	LOW
	SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	1 GAL	LOW
	PVD	PANICUM VIRGATUM 'DALLAS BLUES'	DALLAS BLUES SWITCH GRASS	1 GAL	LOW
	PVS	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	1 GAL	LOW
	PAH	PENNISERUM ALOPECUROIDES 'HAMELIN'	DWARF FOUNTAIN GRASS	1 GAL	LOW
PERENNIALS					
	ATM	ACHILLA MILLEFOLIUM 'TERRA COTIA'	YARROW, TERRA COTIA	1 GAL	LOW
	ACR	AGASTACHE CORONADO RED	HYSSOP, CORONADO RED	1 GAL	LOW
	CIP	CALLIRHOE INVOLUCRATA	PRAIRIE WINECUPS	1 GAL	LOW
	GLW	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	1 GAL	LOW
	KSE	KNIPHORIA 'STAR'S EARLY HYBRIDS'	TORCHLILY, RED	1 GAL	LOW
	SNM	SALVIA MEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL	LOW

LANDSCAPE NOTES

1. THESE LANDSCAPE STANDARDS SHALL ONLY APPLY TO REVERE FILING NO. 1. STANDARDS FOR FUTURE FILINGS MAY VARY.
2. SOME, BUT NOT ALL, COMMON OPEN SPACE AREAS ARE ANTICIPATED TO BE IRRIGATED WITH AUTOMATIC UNDERGROUND IRRIGATION SYSTEMS USING RAW WATER.
3. LOW AND MODERATE WATER CONSUMING TURF AND OTHER PLANT MATERIAL SHALL BE USED TO THE EXTENT PRACTICAL.
4. TREES SHALL NOT BE PLANTED WITHIN 10' OF WATER SEWER OR STORM SEWER UTILITY MAINS. SHRUBS SHALL NOT BE PLANTED WITHIN 5' OF WATER SEWER OR STORM SEWER MAINS.
5. NO TREE SHALL BE PLANTED WITHIN 5' OF A FIRE HYDRANT. ALL OTHER PLANTINGS, OTHER THAN SOD/GRASS, MUST PROVIDE MINIMUM CLEARANCE OF THREE (3) FEET AROUND ANY FIRE HYDRANT, WHEN PLANTING IS AT FULL MATURITY.
6. ALL LANDSCAPING SHALL ALLOW FOR A MINIMUM OF 13'-6" UNOBSTRUCTED OVERHEAD CLEARANCE FOR FULL WIDTH OF ALL ROADWAYS. IN ADDITION, ALL LANDSCAPING SHALL ALLOW FOR A MINIMUM OF 20'-0" UNOBSTRUCTED WIDTH FOR ALL EMERGENCY VEHICLE ACCESS ROUTES.
7. ALL LANDSCAPING SHALL ALLOW FOR A MINIMUM OF 3-FEET OF CLEAR SPACE IN ALL DIRECTIONS OF A FIRE HYDRANT WHEN PLANTING IS AT FULL MATURITY.
8. PLACEMENT OF ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH SIGHT DISTANCE CRITERIA.
9. PLANT MATERIAL CONDITIONS AND QUANTITIES WILL CONFORM TO THE REQUIREMENTS OF THE GREAT PLAINS VILLAGE ODP, PERFORMANCE STANDARDS, AND DESIGN GUIDELINES. THEY WILL BE REVIEWED IN CONJUNCTION WITH THE FINAL PLATS AND FINAL DEVELOPMENT PLANS.
10. THE IRRIGATED TURF (SOD OR SEED) AND DRY LAND MIXES WILL BE DETERMINED WITH FINAL DEVELOPMENT PLANS.
11. DECIDUOUS STREET TREES SHALL NOT BE WITHIN 40' OF STREET LIGHTS.
12. ALL PARK FACILITIES, INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND ASHTO GUIDELINES.
13. NO LANDSCAPING SHALL BE PLANTED THAT IMPAIRS DRAINAGE, INCLUDING SWALES AND DRAINAGE OVERFLOW PATHS.
14. GRASSES ARE CALCULATED AT A RATE OF 5 GRASSES TO 1 SHRUB.
15. ONLY IMPROVEMENTS SHOWN IN THE PLANS ARE PERMITTED WITHIN THE MAGELLAN EASEMENT. FUTURE IMPROVEMENTS MUST BE APPROVED BY MAGELLAN.

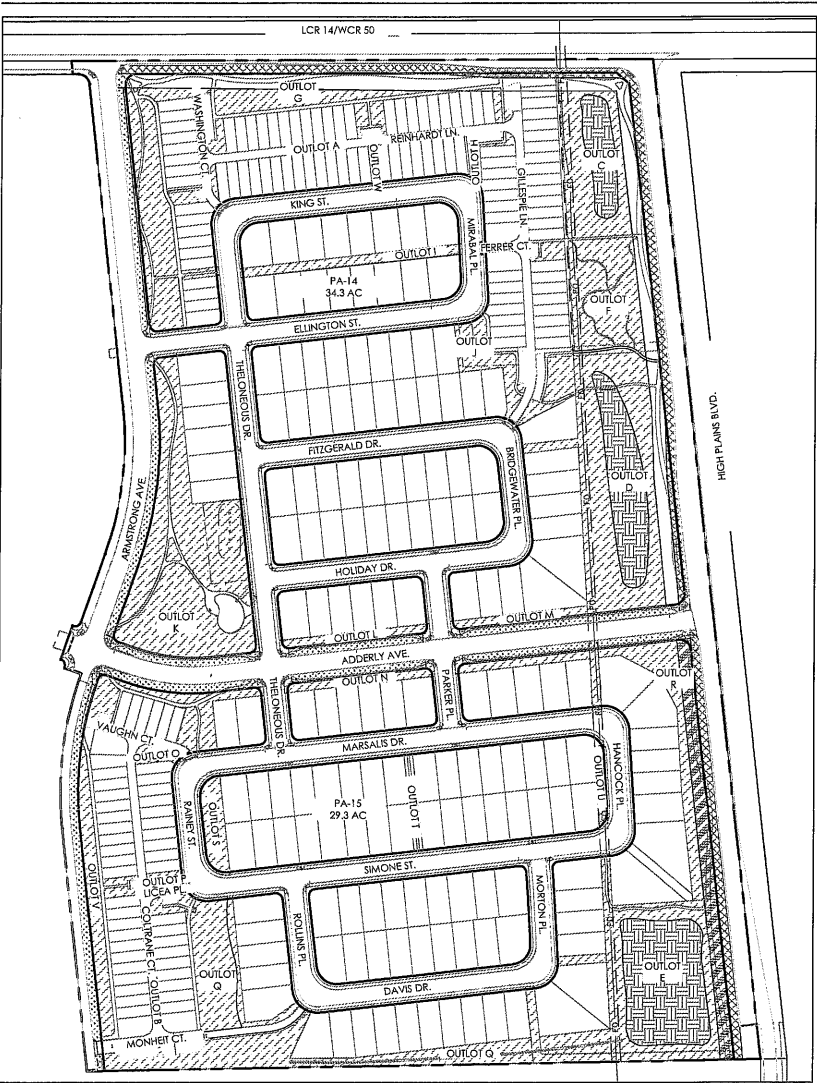
LANDSCAPE PERCENTAGES

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
SOD/TURF	N/A	74,959	MAX. 70%	8.4%
IRRIGATED LOW GROW NATIVE GRASS	N/A	170,604	N/A	19.1%
IRRIGATED NATIVE GRASS	N/A	413,805	N/A	46.3%
NON-IRRIGATED NATIVE GRASS	N/A	100,859	N/A	11.3%
SHRUB BED	N/A	134,002	N/A	15.0%
TOTAL LANDSCAPE AREA	N/A	894,229	N/A	100.0%

LANDSCAPE AREA TABLE

				Total Trees Proposed **	Shrubs Proposed			Total Shrubs Proposed **	Notes	
	Length (LF)	Area (SF)	Trees Required			Shrubs Required	Shrubs			Grasses *
Arterial Buffer										
1 tree + 5 Shrubs per 2000 square feet		104155	53	85	261	453	54	507	*Number of grasses shown has conversion of 5 to 1 applied ** Certain trees and shrubs may not be in the arterial ROW and/or buffer due to site restrictions (utilities, walks, detention, etc.). Such trees are located as close to the ROW and/or buffer as possible.	
Arterial ROW										
1 tree + 5 Shrubs per 1000 square feet		66826	67	65	335	82	16	98		
Arterial Sub-Total										
		170981	120	150	596	535	70	605		
Collector ROW										
1 tree per 50 linear ft. and 1 shrub per 2000 square feet	3371	41539	68	74	208	187	23	210		
Privately Owned and Operated Land										
1 tree + 5 shrubs for every 4500 square feet		573597	128	151	638	539	101	640		
Detention Areas										
1 tree + 5 shrubs for every 75 linear feet of perimeter	2686	122966	36	36	180	180		180		
TOTAL			352	411	1622	1441	194	1635		

LANDSCAPE AREA MAP



LANDSCAPE AREA KEY

- ARTERIAL BUFFER
- ARTERIAL ROW
- COLLECTOR ROW
- PRIVATELY OWNED & OPERATED LAND
- DETENTION AREA

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DENVER, CO 80231
PH: 303.652.8827

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PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

L.12

SHEET 17 OF 30

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SHEET TITLE

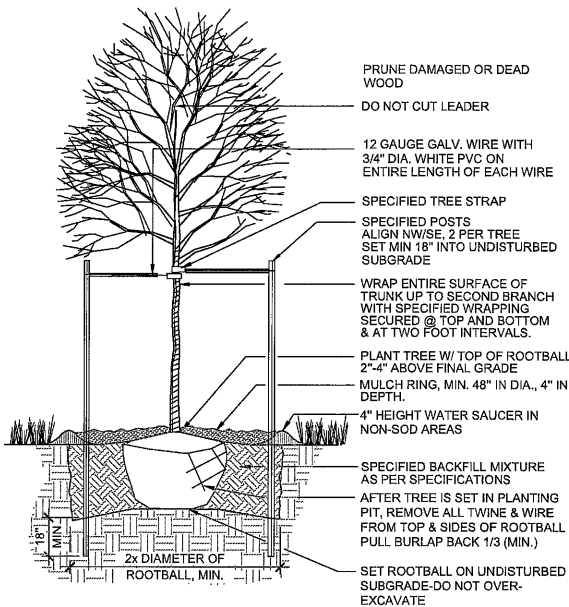
LANDSCAPE DETAILS

SHEET NUMBER

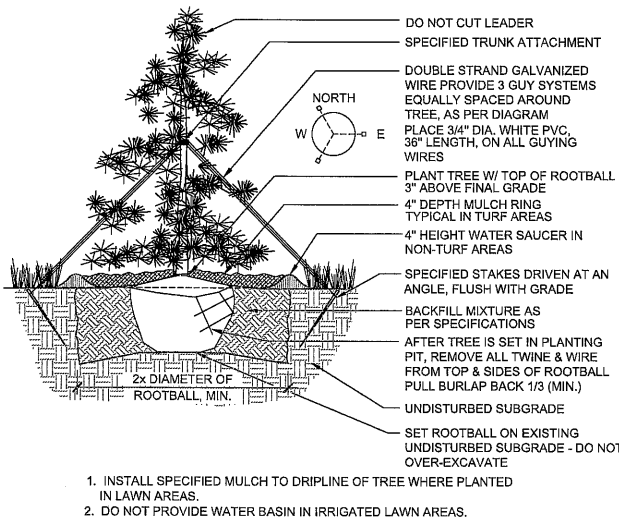
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SHEET 18 OF 30

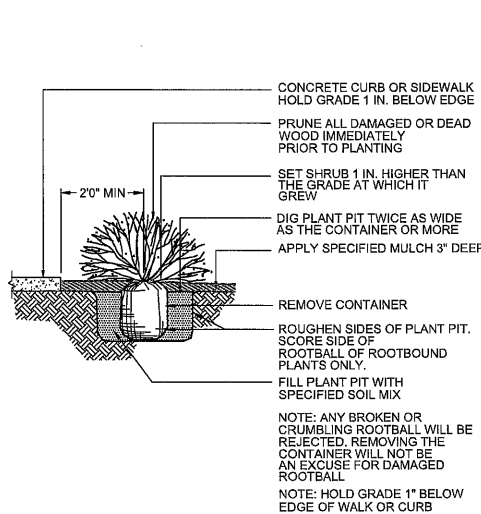
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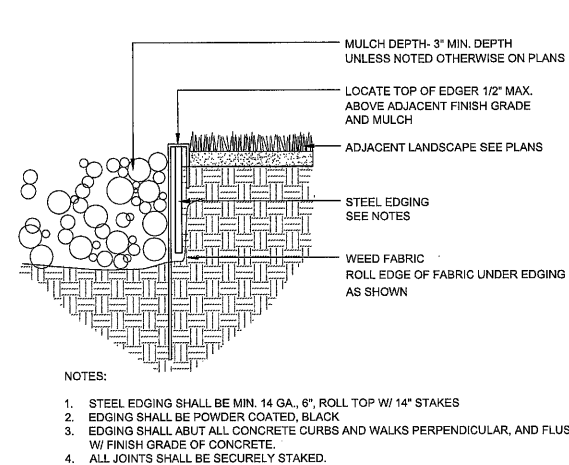
1 DECIDUOUS TREE PLANTING
NTS



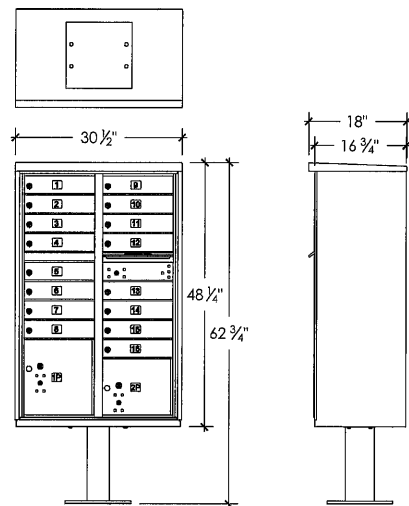
2 EVERGREEN TREE PLANTING
NTS



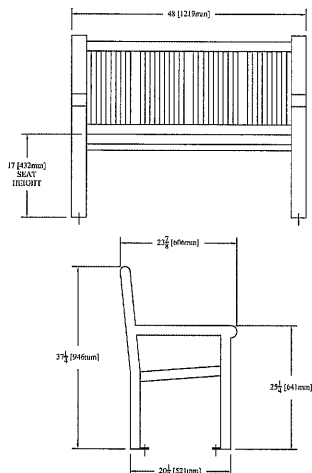
3 TYPICAL SHRUB PLANTING
NTS



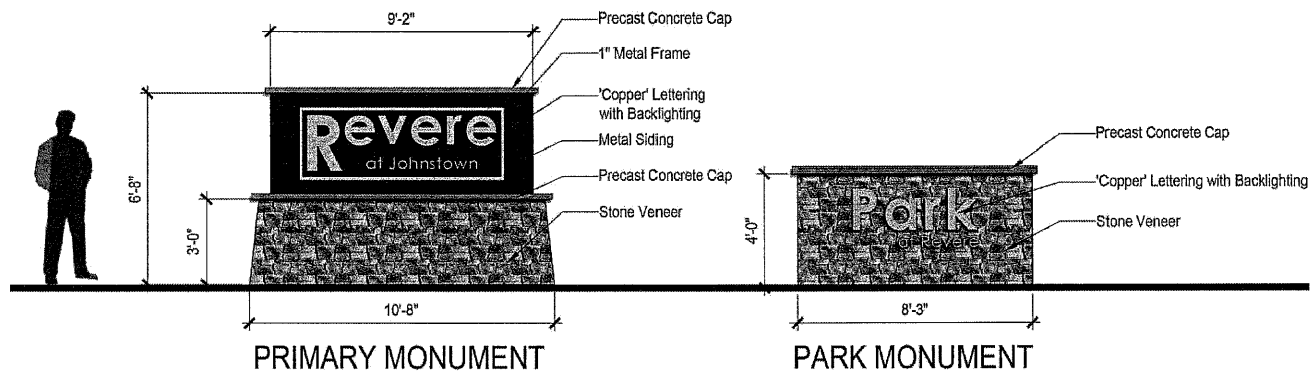
4 STEEL EDGER
NTS



5 MAIL KIOSK
NTS

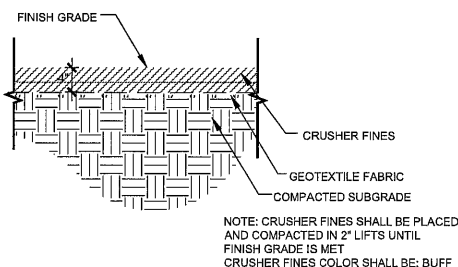


6 BENCH
NTS

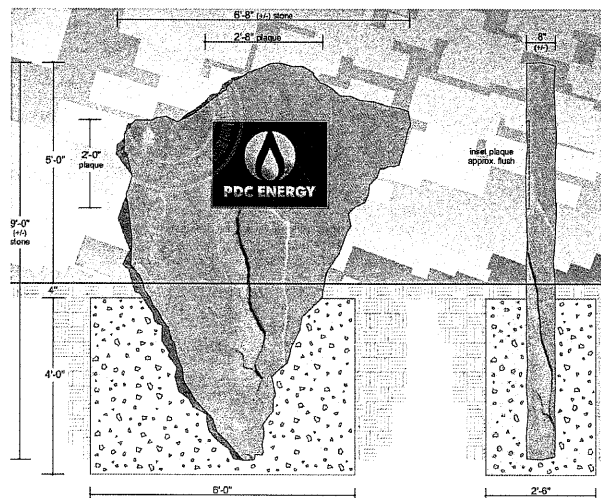


7 PRIMARY MONUMENT & PARK MONUMENT
NTS

NOTE: MONUMENT IS CONCEPTUAL AND SUBJECT TO CHANGE.



8 CRUSHER FINES TRAIL
NTS

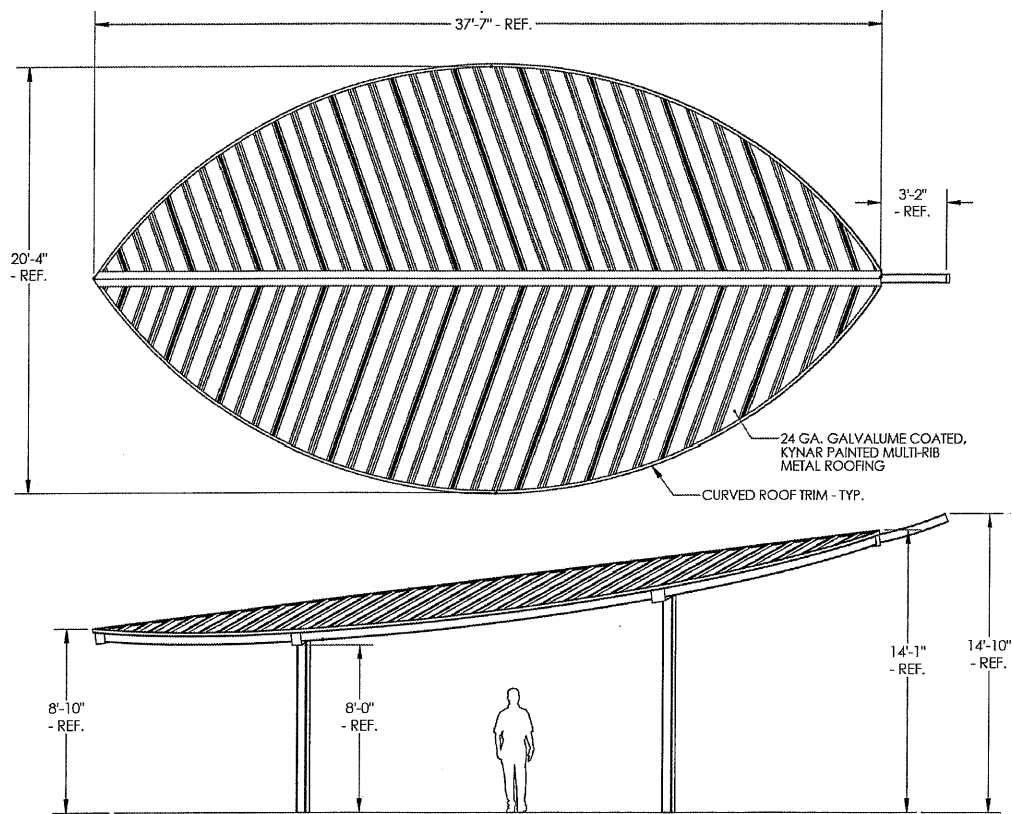


9 PDC ENERGY STONE
NTS

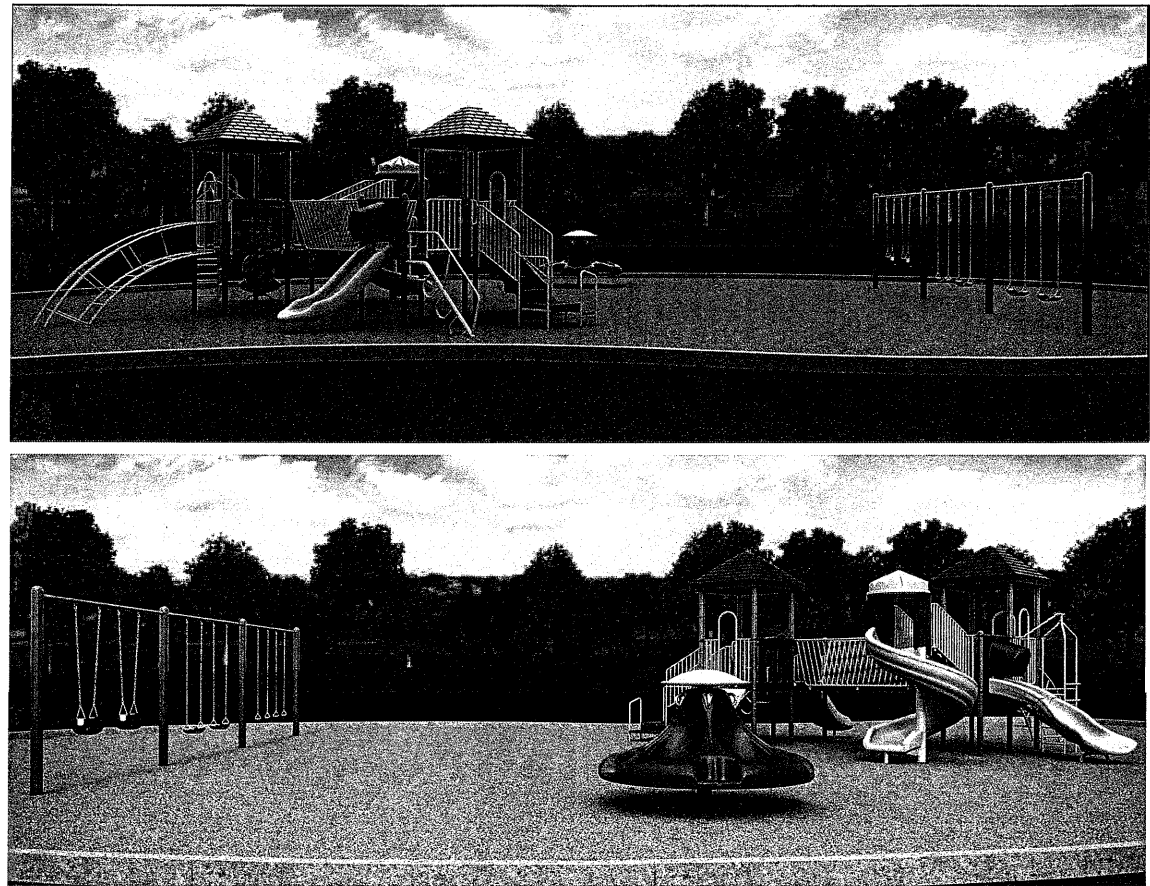
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811
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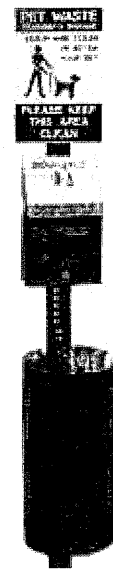
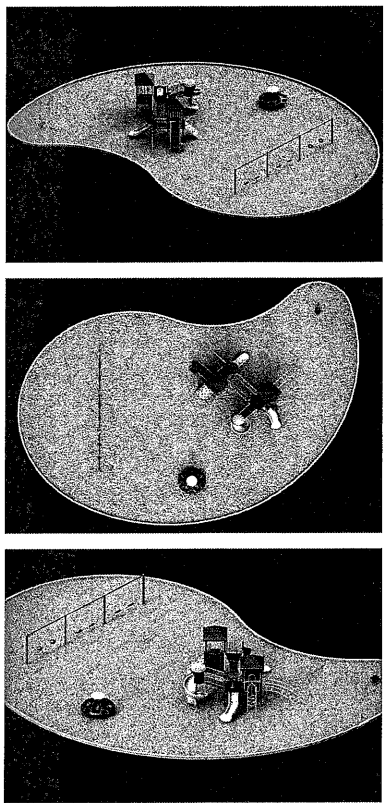
REVERE AT JOHNSTOWN FILING NO. 1
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TOWN OF JOHNSTOWN, COLORADO



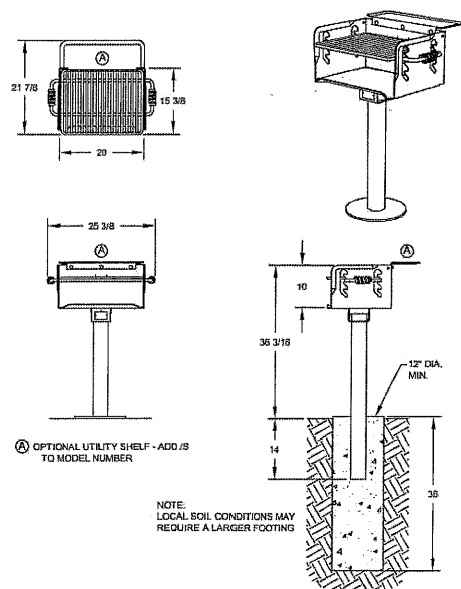
1 SHADE STRUCTURE
NTS



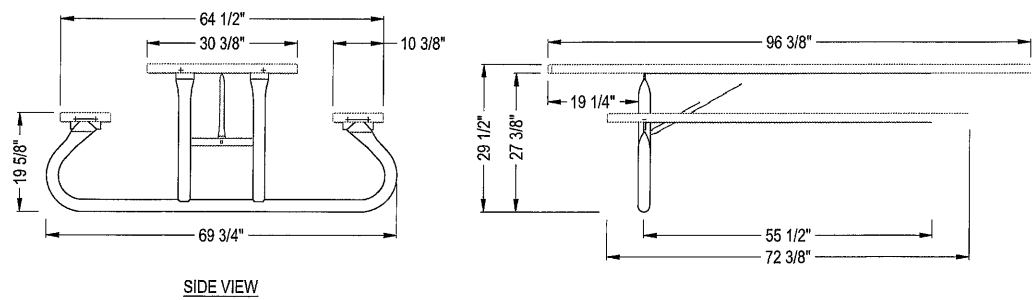
2 PLAYGROUND EQUIPMENT
NTS



3 PET WASTE STATION
NTS

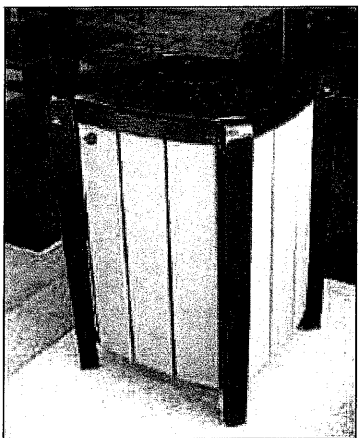


4 BBQ
NTS



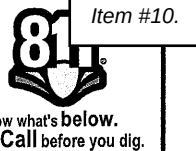
- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWING.
 3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
 4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5060-176.

5 PICNIC TABLE
NTS



6 TRASH
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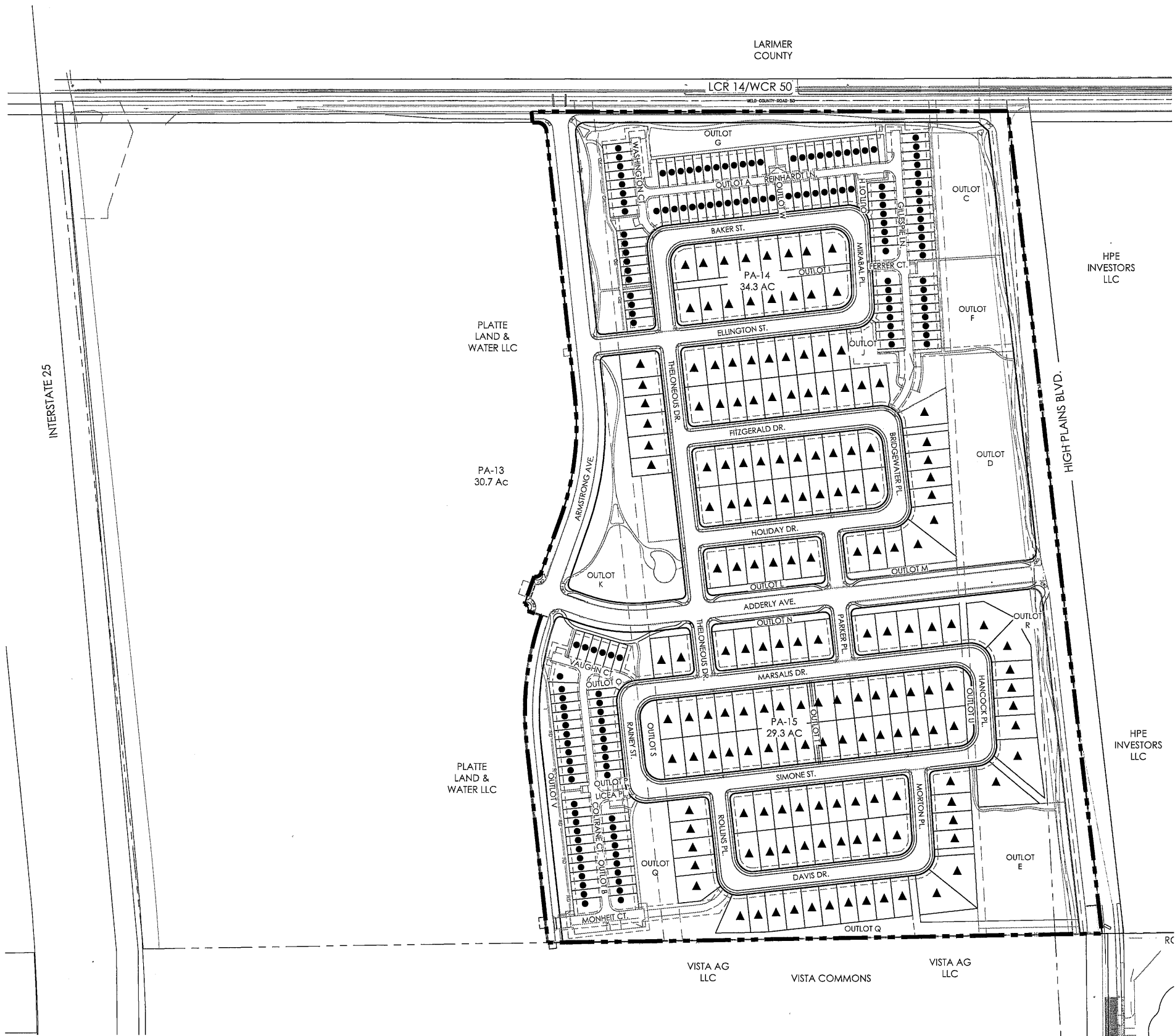
LANDSCAPE DETAILS

SHEET NUMBER

L.14

SHEET 19 OF 30

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



LEGEND

- SINGLE FAMILY ATTACHED
- ▲ SINGLE FAMILY DETACHED (50' MINIMUM LOT WIDTH)

HOUSING TYPE DATA				
PLANNING AREA	ACRES	HOUSING TYPE	# OF UNITS	% OF UNITS
PA-14	5.2	SINGLE FAMILY ATTACHED	100	31.3%
	9.8	SINGLE FAMILY DETACHED	78	24.4%
SUBTOTAL	15.0		178	55.6%
PA-15	3.2	SINGLE FAMILY ATTACHED	50	15.6%
	13.3	SINGLE FAMILY DETACHED	92	28.8%
SUBTOTAL	16.5		142	44.4%
TOTAL	31.5		320	100.0%



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REVISION DATE:

SHEET TITLE

HOUSING TYPE
PLAN

SHEET NUMBER

L.15
SHEET 20 OF 30



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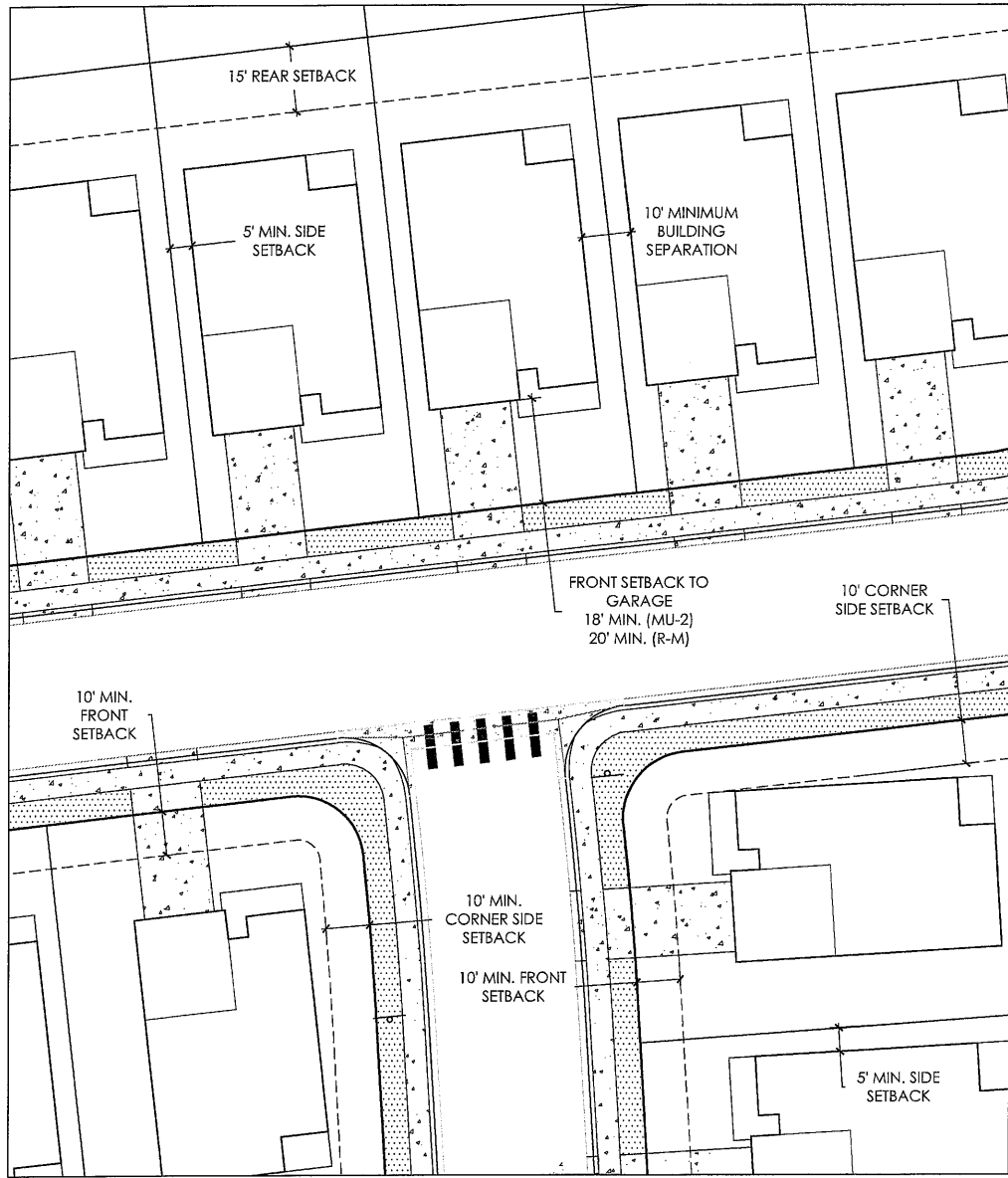


EXHIBIT A - SINGLE FAMILY DETACHED LOT TYPICAL

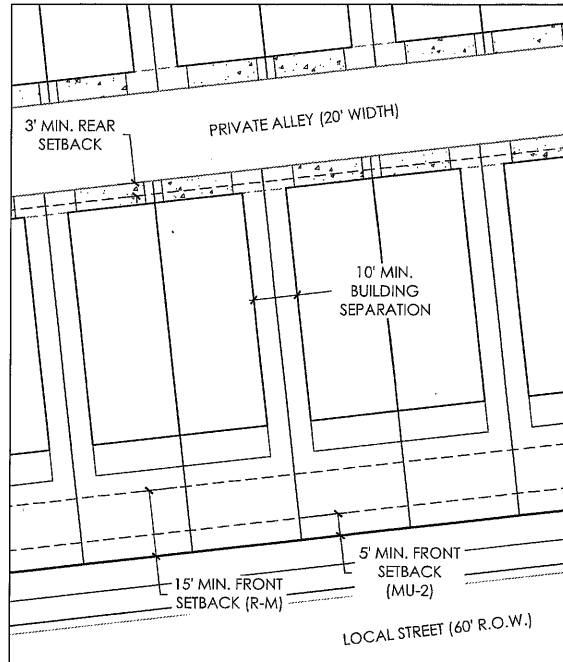


EXHIBIT B - SINGLE FAMILY ATTACHED
ALLEY-LOADED LOT TYPICAL

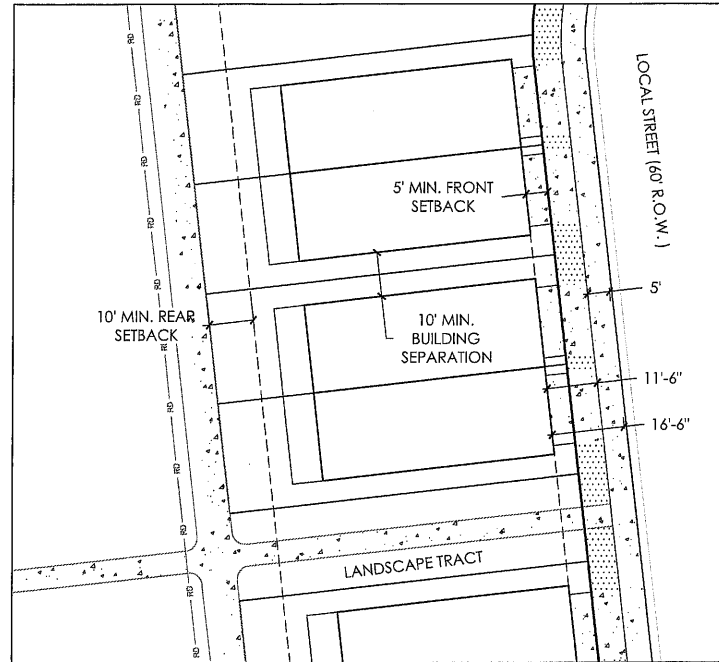
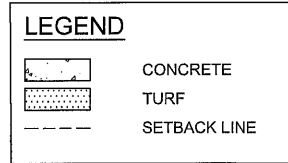


EXHIBIT C - SINGLE FAMILY ATTACHED
STREET-LOADED LOT TYPICAL



SINGLE FAMILY DETACHED (SFD)			
STANDARDS			
MINIMUM LOT SIZE	R-M	MU-2	
MINIMUM CLUSTER LOT SIZE	3,200	2,000	
PARKING REQUIREMENT	CODE	CODE	
MAXIMUM HEIGHT	35'	35'	
PRINCIPAL USE			
FRONT SETBACK TO BUILDING	R-M	MU-2	
FRONT SETBACK TO COVERED PORCH	10'	10'	
FRONT SETBACK TO GARAGE	5'	5'	
FRONT SETBACK TO SIDE LOADED GARAGE	20'	18'	
SIDE SETBACK MINIMUM	10'	10'	
*BUILDING SEPARATION	5'	5'	
REAR SETBACK - FRONT LOAD	10'	10'	
REAR SETBACK - CLUSTER	15'	15'	
REAR SETBACK - ALLEY LOAD	10'	5'	
SIDE (CORNER) SETBACK	3'	3'	
10'	10'		
ACCESSORY USE			
MAXIMUM HEIGHT	R-M	MU-2	
FRONT SETBACK	15'	15'	
SIDE SETBACK	20'	20'	
REAR SETBACK	3'*	0'	
REAR SETBACK (ALLEY LOAD GARAGE)	5'	0'	
SIDE (CORNER) SETBACK	3'	3'	
15'	5'		

* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)
NOTE: SETBACKS ONLY APPLY TO FILING NO. 1. FUTURE FILINGS ARE SUBJECT TO THE SETBACKS ESTABLISHED IN THE ODP UNLESS AMENDED THROUGH THE PDP/FDP PROCESS.

LAND USE DEVELOPMENT STANDARDS MATRIX			
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX			
SINGLE FAMILY ATTACHED (SFA) RESIDENTIAL			
STANDARDS			
MINIMUM LOT SIZE	R-M	MU-2	
MAXIMUM HEIGHT	1200	1200	
35'	50'		
PRINCIPAL USE			
FRONT SETBACK TO BUILDING FACE	R-M	MU-2	
FRONT SETBACK TO COVERED PORCH	15'	5'	
SIDE SETBACK MINIMUM	10'	0'	
SIDE SETBACK WITH EASEMENT	0'	0'	
*BUILDING SEPARATION	15'	10'	
REAR SETBACK	10'	10'	
REAR SETBACK - ALLEY LOAD GARAGE	15'	10'	
SIDE (CORNER) SETBACK	3'*	3'*	
15'	5'		
ACCESSORY USE			
MAXIMUM HEIGHT	R-M	MU-2	
FRONT SETBACK	15'	15'	
SIDE SETBACK	20'	20'	
REAR SETBACK - NON GARAGE	5'	5'	
REAR SETBACK (ALLEY LOAD GARAGE)	10'	10'	
SIDE (CORNER) SETBACK	3'*	3'*	
15'	0'		

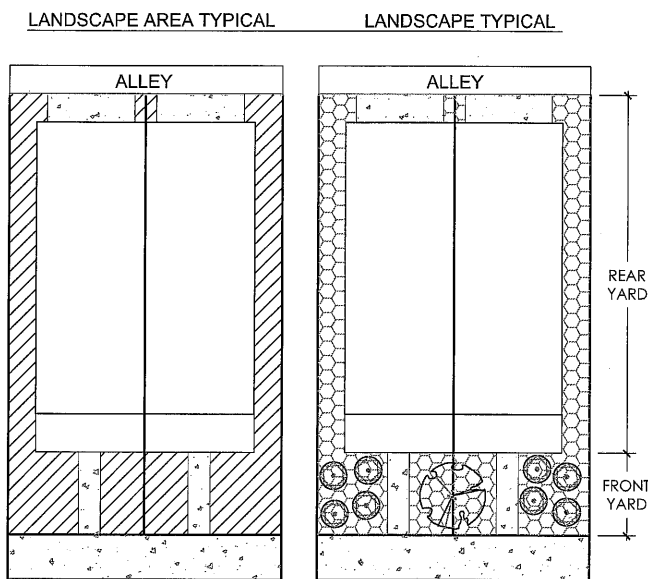
* OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)



Scale: 1"= 20'-0"

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

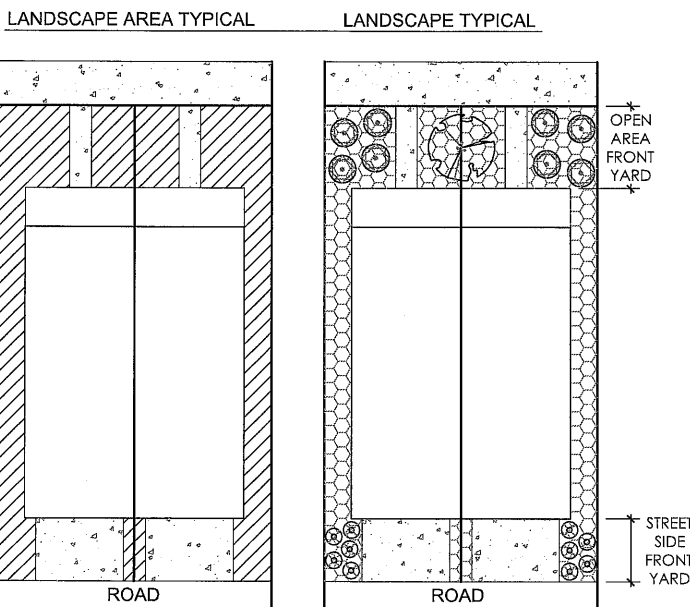
ALLEY LOAD SINGLE-FAMILY
ATTACHED LOTS



SINGLE FAMILY ATTACHED LOT LANDSCAPE STANDARDS

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED ON EVERY LOT.
2. AT LEAST ONE (1) TREE OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED FOR EACH SINGLE FAMILY ATTACHED BUILDING IN THE FRONT YARD.
3. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
4. TURF/SOD IS NOT PERMITTED FOR SINGLE FAMILY ATTACHED LOTS.

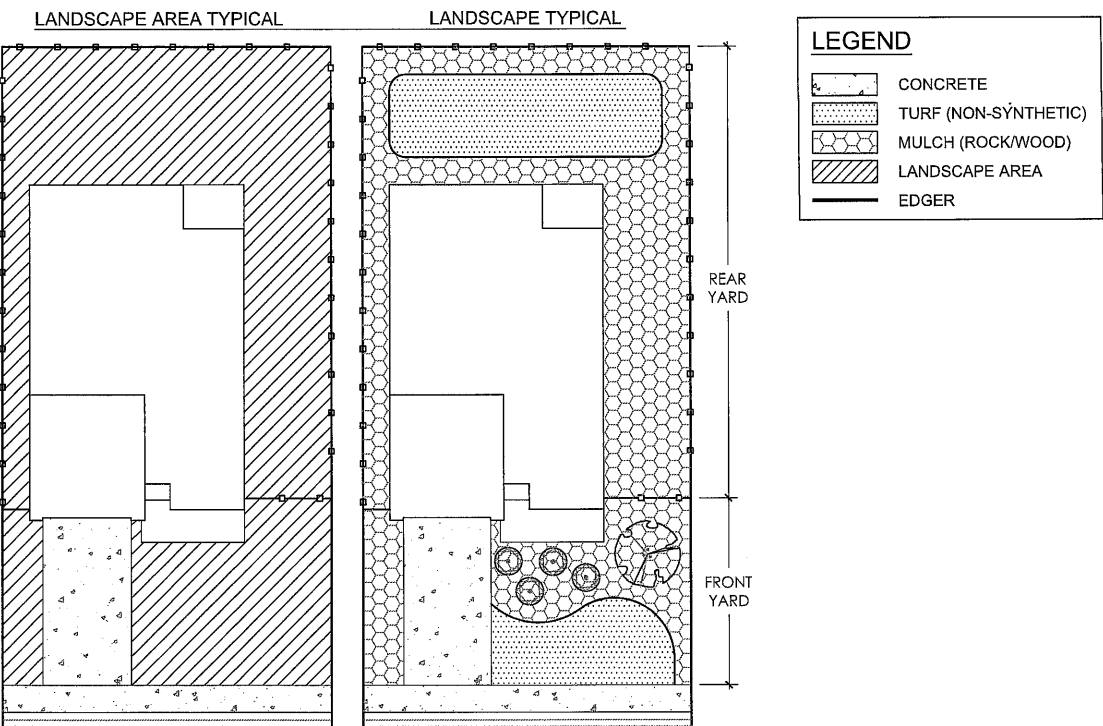
SINGLE-FAMILY ATTACHED LOTS



SINGLE FAMILY ATTACHED LOT LANDSCAPE STANDARDS

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED IN THE OPEN AREA FRONT YARD OF EVERY LOT. AT LEAST FIVE (5) SHRUBS WILL BE PLANTED IN THE STREET SIDE FRONT YARD OF EVERY LOT.
2. AT LEAST ONE (1) TREE OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED FOR EACH SINGLE FAMILY ATTACHED UNIT IN THE OPEN AREA FRONT YARD.
3. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
4. TURF/SOD IS NOT PERMITTED FOR SINGLE FAMILY ATTACHED LOTS.

SINGLE-FAMILY DETACHED INTERIOR LOTS



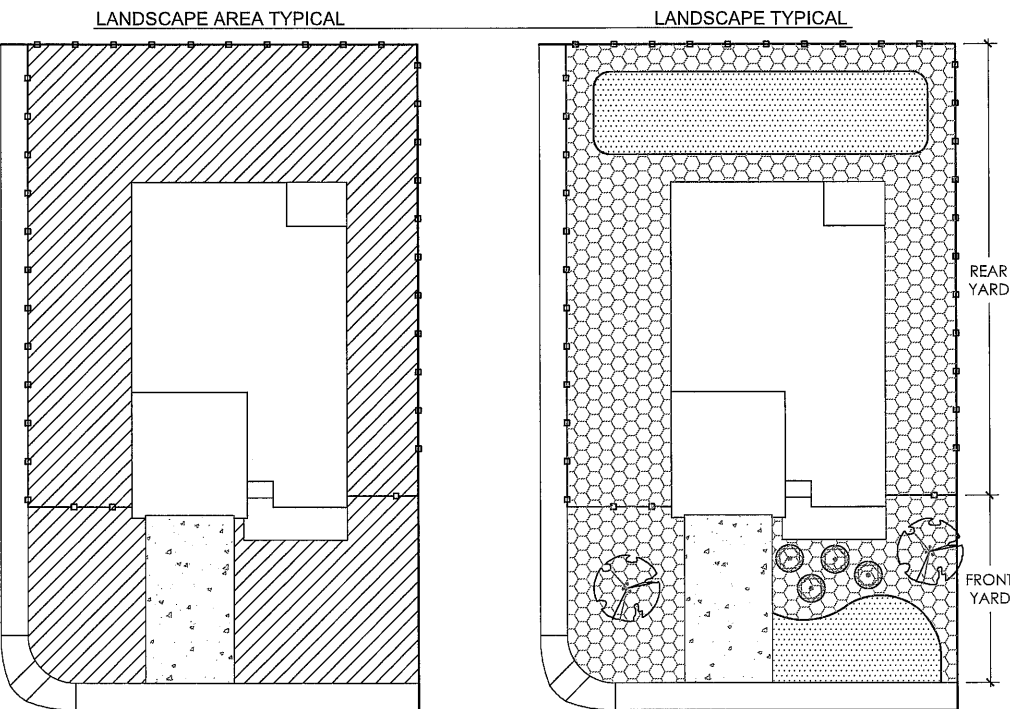
LEGEND

- CONCRETE
- TURF (NON-SYNTHETIC)
- MULCH (ROCK/WOOD)
- LANDSCAPE AREA
- EDGER

SINGLE-FAMILY RESIDENTIAL LOT LANDSCAPE STANDARDS

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED IN THE FRONT YARD OF EVERY LOT.
2. AT LEAST ONE (1) TREE IN THE INTERIOR LOT FRONT YARD, AND TWO (2) TREES IN THE CORNER LOT FRONT YARD OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED.
3. MAXIMUM 30% OF LANDSCAPE AREA CAN BE TURF.
4. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
5. TURF AREAS MAY BE A LOW WATER SEED MIX.

SINGLE-FAMILY DETACHED CORNER LOTS



Item #10.

Know what's below.
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PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

02-05-2021

REVISION DATE:

SHEET TITLE

LOT TYPICALS

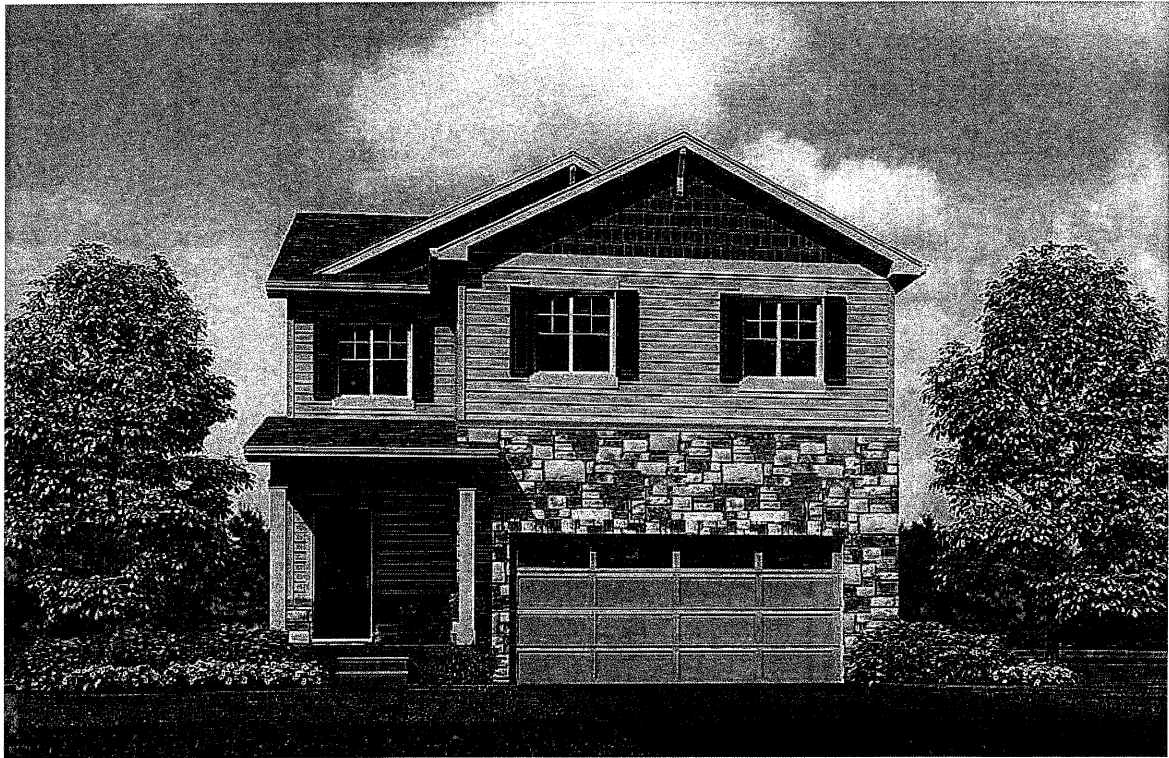
SHEET NUMBER

L.17

SHEET 22 OF 30

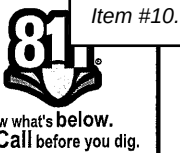
172

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



SINGLE FAMILY DETACHED

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

02-05-2021

REVISION DATE:

SHEET TITLE

ARCHITECTURAL
CHARACTER
IMAGERY

SHEET NUMBER

L.18

SHEET 23 OF 30

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



Front Elevation - Buidling Type (DT07 + DT08) 'A'

SCALE: 1/4"=1'-0" AT 22'X34" LAYOUT 1/8"=1'-0" AT 11'X17" LAYOUT



Front Elevation - Buidling Type (DT07 + DT08) 'B'

SCALE: 1/4"=1'-0" AT 22'X34" LAYOUT 1/8"=1'-0" AT 11'X17" LAYOUT



Front Elevation - Buidling Type (DT07 + DT08) 'C'

SCALE: 1/4"=1'-0" AT 22'X34" LAYOUT 1/8"=1'-0" AT 11'X17" LAYOUT



Front Elevation - Buidling Type (DT07 + DT08) 'D'

SCALE: 1/4"=1'-0" AT 22'X34" LAYOUT 1/8"=1'-0" AT 11'X17" LAYOUT

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



PROJECT NAME

REVERE AT JOHNSTOWN
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FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

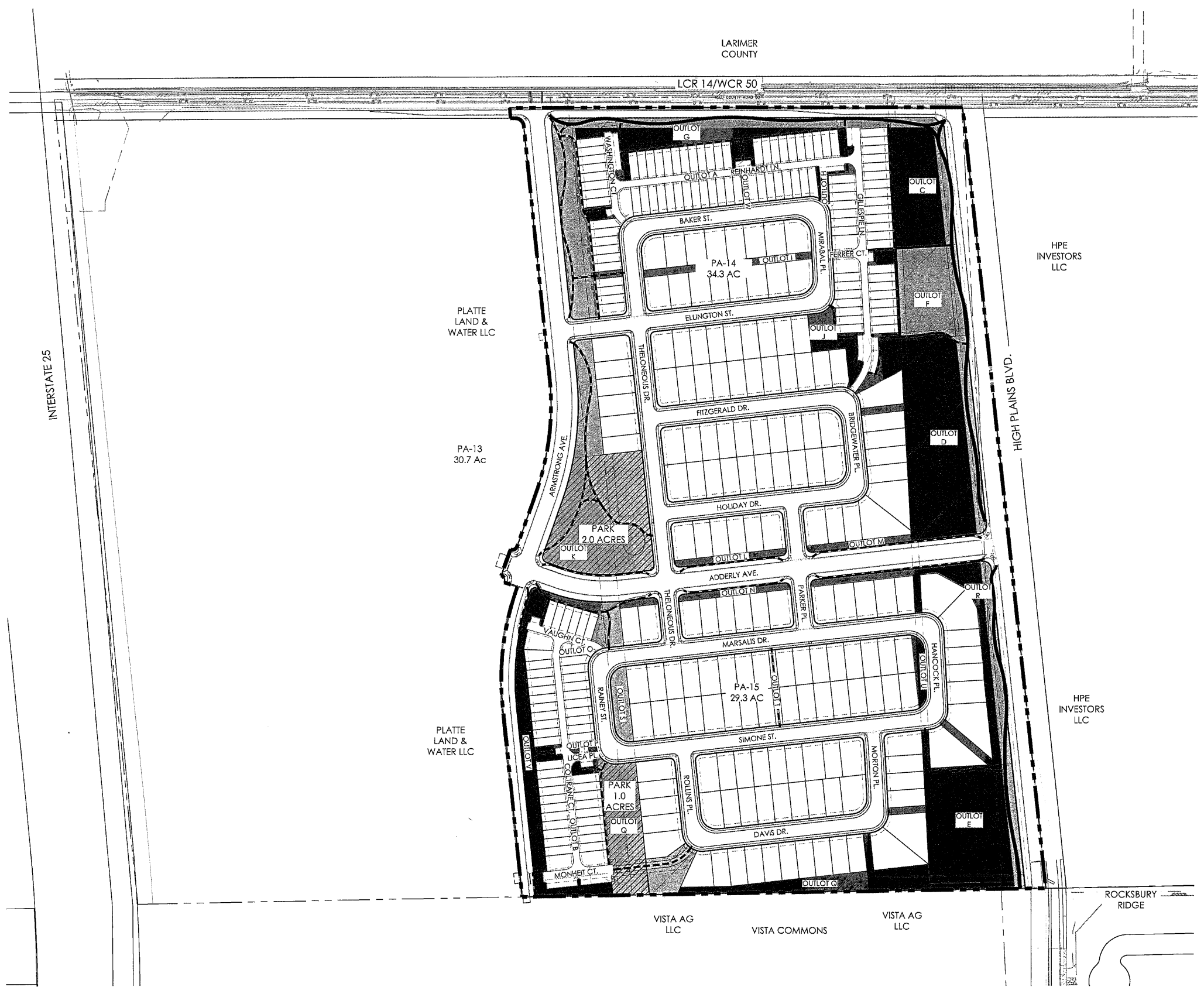
ARCHITECTURAL
CHARACTER
IMAGERY

SHEET NUMBER

L.19

SHEET 24 OF 30

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



LEGEND

- OPEN AREA
- USABLE OPEN AREA
- PARK
- REGIONAL TRAIL
- NEIGHBORHOOD TRAIL

OPEN AREA DATA			
	OPEN AREA	PARK AREA ONLY	USABLE OPEN AREA + PARK
REQUIRED	11.0	1.3	7.3
PROVIDED	19.4	3.0	8.4

*DETENTION PONDS ACCOUNT FOR APPROXIMATELY 3 ACRES OF OPEN AREA.

NOTES:
1. ANY OPEN AREA AND/OR USABLE OPEN AREA THAT IS ABOVE THE REQUIRED SQUARE FOOTAGE MAY BE APPLIED TO FUTURE FILING REQUIREMENTS WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.

Scale: 1"= 150'-0"

0 75 150 300

N

Item #10.

Know what's below.
Call before you dig.

terracing design
1000 E. Colorado Ave., Suite 314
Johnstown, CO 80120
PH: 303.632.8847

Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021

REVISION DATE:

SHEET TITLE

OPEN AREA &
TRAILS PLAN

SHEET NUMBER

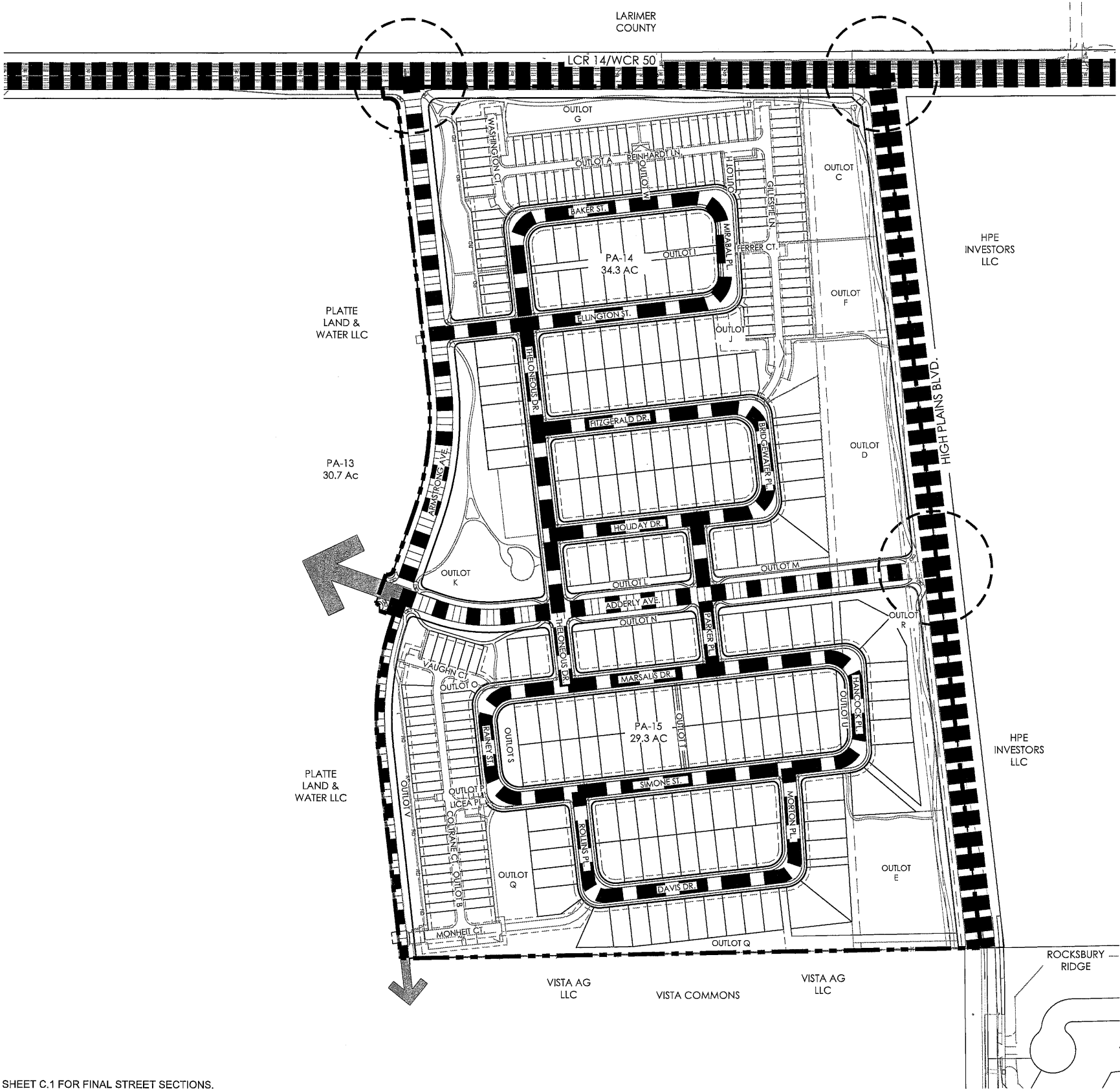
L.20

SHEET 25 OF 30

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REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



LEGEND

- MAJOR ARTERIAL
- COLLECTOR
- INTERIM COLLECTOR
- LOCAL
- POTENTIAL FUTURE ACCESS
- FULL MOVEMENT INTERSECTION

NOTE: SEE SHEET C.1 FOR FINAL STREET SECTIONS.

Scale: 1"= 150'-0"

0 75 150 300

N

Item #10.

Know what's below.
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terracing design
10200 E. Girard Ave., A314
Denver, CO 80231
Tel: 303.652.8867

Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

SHEET TITLE

CIRCULATION
PLAN

SHEET NUMBER

L.21

SHEET 26 OF 30

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REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021
REVISION DATE:

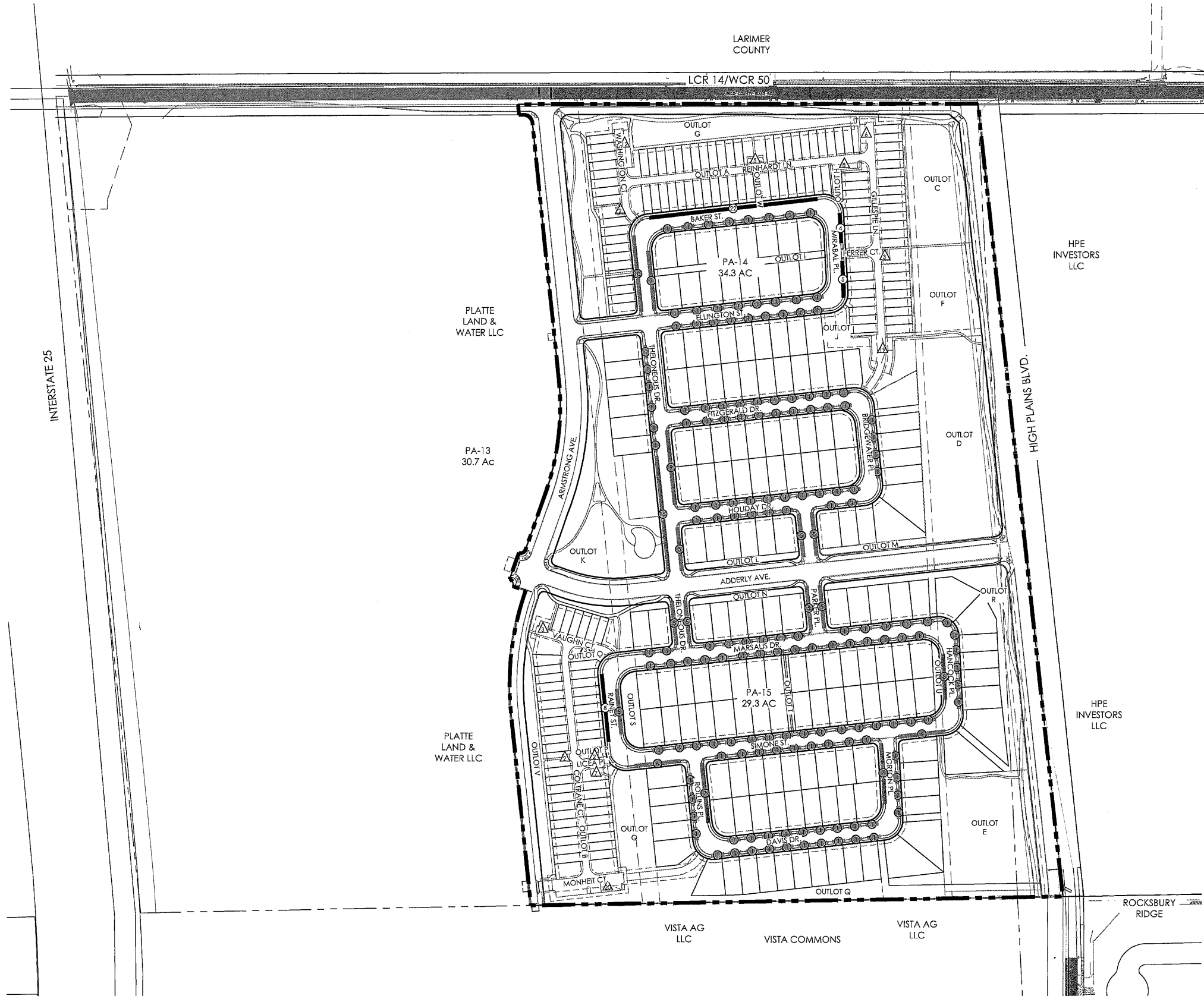
SHEET TITLE

PARKING PLAN

SHEET NUMBER

L.22

SHEET 27 OF 30



LEGEND

- ON-STREET PARKING (SFA)
- ON-STREET PARKING (SFD)
- OFF-STREET PARKING

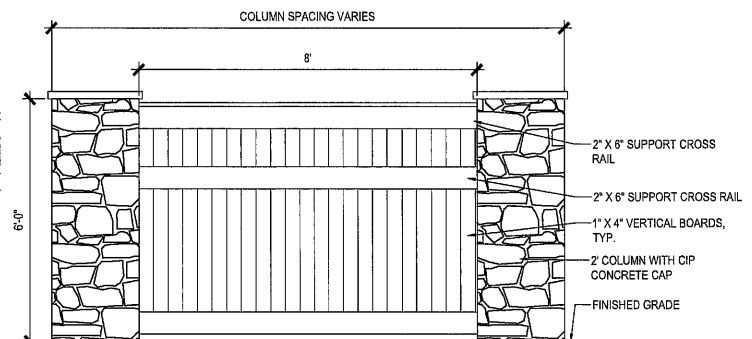
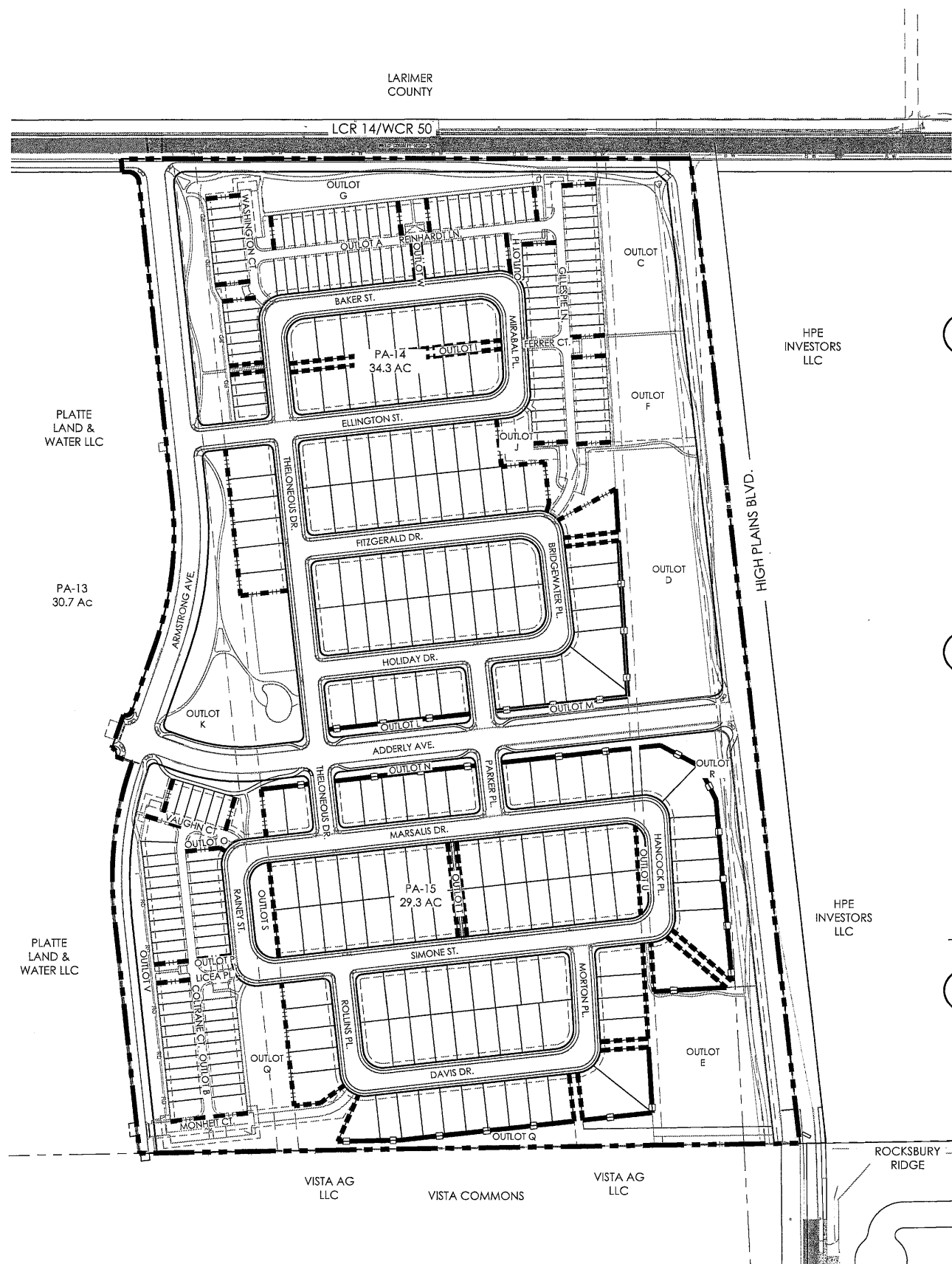
SINGLE FAMILY PARKING DATA				
PARKING TYPE	PARKING REQUIRED PER CODE (2 PER UNIT)	ADDITIONAL GUEST PARKING (0.5 PER UNIT)	TOTAL PARKING	PARKING PROVIDED
ON-STREET		160		311
OFF-STREET	640		800	92
DRIVEWAY				340
GARAGE				640
TOTAL	640	160	800	1,383

- NOTES:
- PARKING REQUIREMENTS ARE TWO (2) SPACES PER UNIT.
 - ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS INCLUDE A TWO-CAR GARAGE.

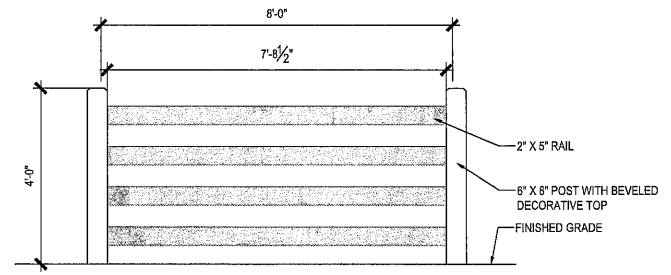


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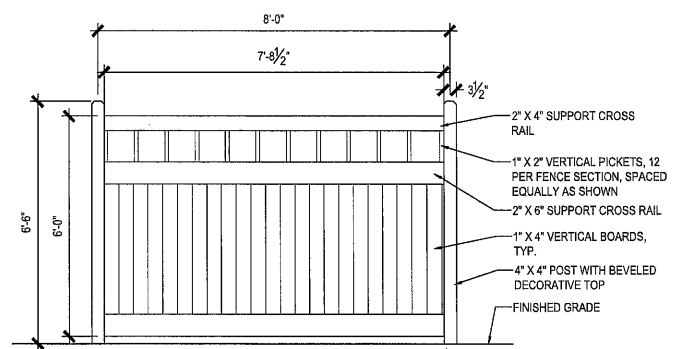
REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



① 6' OPAQUE FENCE WITH COLUMNS
1/2"=1'-0"



② 48" OPEN RAIL FENCE
1/2"=1'-0"

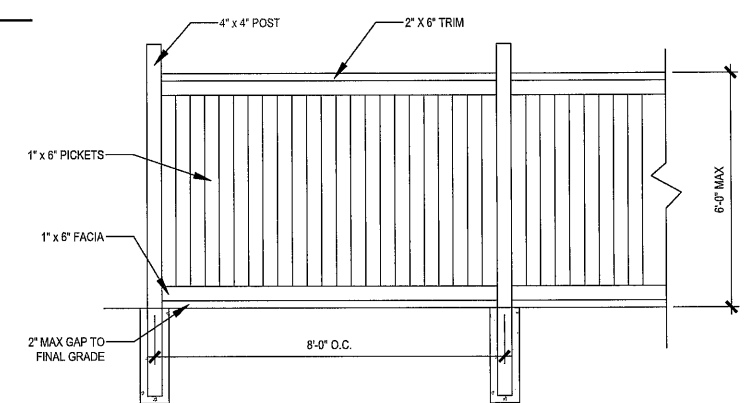


③ 6' SEMI-OPAQUE FENCE
1/2"=1'-0"

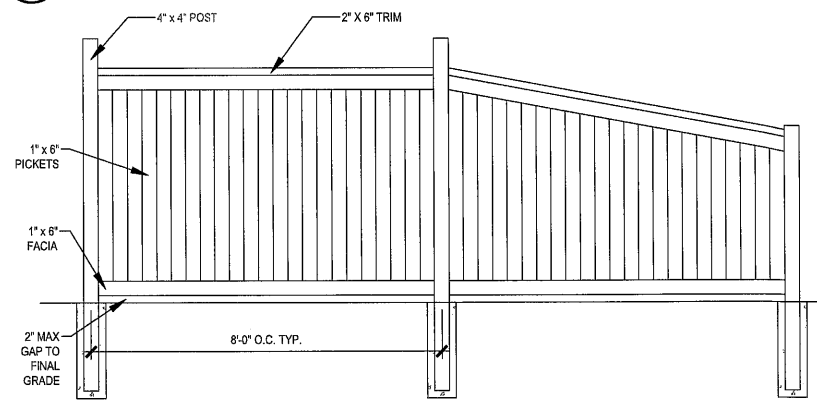
LEGEND

- 6' OPAQUE FENCE WITH COLUMNS
- 48" OPEN RAIL FENCE
- 6' SEMI-OPAQUE FENCE

- NOTES:
- COLUMNS WILL BE SPACED EVERY 100'.
 - FENCING SHOWN IS METRO DISTRICT OR HOA-MAINTAINED FENCING. INDIVIDUAL LOTS WILL HAVE FENCING WHICH WILL MEET TOWN OF JOHNSTOWN AND CC&R STANDARDS/REQUIREMENTS.



④ PRIVACY FENCE
1/2"=1'-0" FINISH: CLEAR WOOD STAIN



⑤ TRANSITION FROM PRIVACY FENCE TO OPEN RAIL FENCE
1/2"=1'-0" FINISH: CLEAR WOOD STAIN

Scale: 1"= 150'-0"

Know what's below.
Call before you dig.

terracedesign
10200 E. Grand Ave., A-314
Denver, CO 80231
Tel: 303.655.6666

Innovative Land Consultants, Inc.

PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021

REVISION DATE:

SHEET TITLE

FENCING PLAN

SHEET NUMBER

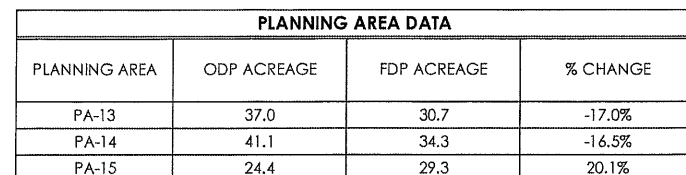
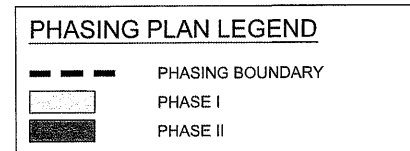
L.23

SHEET 28 OF 30

Item #10.

178

811
Now what's below.
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Scale: 1" = 150'-0"

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
02-05-2021

REVISION DATE:

SHEET TITLE

PHASING PLAN & PLANNING AREA PLAN

SHEET NUMBER

L.24

SHEET 29 OF 30

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REVERE AT JOHNSTOWN FILING NO. 1

FINAL DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

DESIGN GUIDELINES

PART 1 - INTRODUCTION

1.1 STATEMENT OF INTENT

REVERE IS A COMMUNITY IN THE TOWN OF JOHNSTOWN LOCATED EAST OF INTERSTATE 25. FILING NO. 1 IS BOUND TO THE NORTH BY WCR 50/LCR 14, TO THE EAST BY THE FUTURE EXTENSION OF HIGH PLAINS BOULEVARD, AND TO THE SOUTH BY THE VISTA COMMONS PUD. PROPERTY TO THE WEST IS DESIGNATED FOR FUTURE DEVELOPMENT PER THE ODP. FILING NO. 1 CONSISTS OF 320 SINGLE-FAMILY DETACHED AND ATTACHED UNITS. THE DESIGN OF THE SITE AND UNITS WILL FOLLOW THE GUIDELINES SET FORTH HEREIN AND THOSE ESTABLISHED UNDER THE GREAT PLAINS VILLAGE ODP. WHERE THESE SPECIFIC GUIDELINES DO NOT ADDRESS A PARTICULAR ITEM, THE TOWN OF JOHNSTOWN DESIGN GUIDELINES AND THE MUNICIPAL CODE SHALL PREVAIL.

THESE GUIDELINES SERVE AS A DESIGN CONCEPT FOR THE FINAL PUD. HIGH QUALITY DEVELOPMENT IS ENCOURAGED ALONG THE INTERSTATE 25 CORRIDOR IN GENERAL AND HIGH PLAINS BOULEVARD IN PARTICULAR. GREAT PLAINS VILLAGE WILL BE VISIBLE FROM THE INTERSTATE AND ITS DEVELOPMENT WILL FORM A FIRST IMPRESSION OF THE COMMUNITY.

PART 2 - GENERAL DESIGN GUIDELINES

2.1 APPLICABILITY

THIS SECTION APPLIES TO ALL DEVELOPMENT WITHIN FILING NO. 1 AND PROVIDES GENERAL STANDARDS UPON WHICH THE SUBSEQUENT SECTIONS WILL BUILD TO PROVIDE GREATER CLARITY FOR SPECIFIC LAND USES. ALL GOVERNING LOCAL CODES, REGULATIONS, AND STATUTES ENFORCED BY THE TOWN OF JOHNSTOWN WILL APPLY.

2.2 LANDSCAPING

2.2.1 LANDSCAPE DESIGN PRINCIPLES

ALL DEVELOPMENTS SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:

- DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS AND THE USE OF HERBICIDES AND PESTICIDES.
- DESIGN LANDSCAPES TO CREATE A NATURALIZED APPEARANCE. USE PLANT MATERIALS THAT ARE INDIGENOUS TO NORTHERN COLORADO WHERE POSSIBLE. ONLY USE INTRODUCED SPECIES IN ORDER TO ACHIEVE DESIGN OBJECTIVES THAT CANNOT BE ACHIEVED WITH THE USE OF NATIVE SPECIES.
- COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE AND WATER QUALITY IMPROVEMENT SYSTEMS.
- DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.

2.2.2 STREETSCAPE DESIGN

FILING NO. 1 ENTRIES CONTAIN BOTH SIGNAGE AND LANDSCAPING THAT TIE INTO THE OVERALL DEVELOPMENT STREETSCAPE DESIGN. THE LANDSCAPE PLAN ILLUSTRATES THE MAJOR AND MINOR ENTRIES INTO THE SITE AND THE LOCATIONS OF ENTRY MONUMENTS. LARGE MASSES OF TREES AND SHRUBS CREATE A LANDSCAPE CORRIDOR ALONG WCR 50/LCR 14 AND HIGH PLAINS BLVD. THE RIGHT-OF-WAY (ROW) IS PRIMARILY DROUGHT-TOLERANT TURF AND/OR IRRIGATED NATIVE SEED. THIS TREATMENT TRANSITIONS TO DRIFTS OF SHRUB/PERENNIAL BEDS AND TREE GROUPINGS THAT MEANDER FROM JUST INSIDE THE ROW TO THE EDGE OF LANDSCAPE BUFFERS AND BACK. THE INTENT IS TO AVOID A STRAIGHT-LINE TREATMENT AT THE EDGE OF THE R.O.W. WALKS ARE DETACHED AND MEANDER WITHIN THE R.O.W. AND OUTSIDE OF THE R.O.W. INTO THE LANDSCAPE BUFFER.

COLLECTOR & ARTERIAL STREETS:

PLANTING OF ARTERIAL AND COLLECTOR STREETS WILL BE TREATED IN A SIMILAR FASHION IN ORDER TO CREATE A UNIFIED AND SIGNIFICANT STREETSCAPE IMAGE. THE STREETSCAPE DESIGN WILL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS FILING NO. 1 APART. TREES AND PERENNIALS MAY BE PLANTED WITHIN THE PUBLIC ROW, WHILE SHRUBS MAY BE PLANTED OUTSIDE THE PUBLIC ROW.

ARTERIAL LANDSCAPE BUFFER:

A 30' AVERAGE LANDSCAPE BUFFER IS PROVIDED ALONG WCR 50/LCR 14 AND HIGH PLAINS BLVD.

SIGHT DISTANCE LINES:

NO PLANTINGS, MONUMENT SIGNS, OR FENCES OVER 30" ABOVE THE ADJACENT GUTTER FLOWLINE SHALL OCCUR WITHIN A SIGHT DISTANCE LINES. REFER TO AASHTO REQUIREMENTS REGARDING SIGHT DISTANCE TRIANGLES.

2.3 PARKS, OPEN AREA, REGIONAL DETENTION AND NATURAL AREAS

THE DESIGN OF PARKS, OPEN AREA, DETENTION AND NATURAL AREAS SHALL MEET THE CRITERIA AS ESTABLISHED IN THE JOHNSTOWN/MILLIKEN PARKS, TRAILS, RECREATION AND OPEN SPACE PLAN OR ITS SUCCESSOR DOCUMENTS. FINAL DEVELOPMENT PLANS MAY BE SUBMITTED IN STAGES BY PHASE. AS SUCH, THE OPEN AREA DESIGN, APPROVAL AND LANDSCAPE INSTALLATION WILL OCCUR AS THE LOTS DEVELOP.

2.4 SITE SIGNAGE

2.4.1 PURPOSE

MONUMENT SIGNS ARE LOCATED AT EACH PRIMARY ENTRANCE TO THE NEIGHBORHOOD. MONUMENT SIGNS MAY BE BACKLIT, OR UPLIGHTING MAY BE PROVIDED, OR HAVE NO LIGHTING. ALSO, THE FREESTANDING SIGNAGE FOR FILING NO. 1 IS REFLECTIVE OF THE GENERAL INTENT FOR SIGNAGE IN FUTURE FILINGS. HOWEVER, FLEXIBILITY IN THE FINAL DESIGN OF FUTURE PHASES IS ENCOURAGED TO CREATE A UNIQUE IDENTITY FOR EACH OF THE VARIOUS NEIGHBORHOODS. SIGNS SHALL BE CONSTRUCTED WITH HIGH QUALITY MATERIALS THAT LEND TO THE OVERALL AESTHETICS OF THE NEIGHBORHOOD.

2.5 FENCING & WALLS

FENCE DESIGN AND LOCATIONS SHALL BE IN ACCORDANCE WITH THE FENCE DETAILS ON SHEET L.23. ALL OTHER FENCE RESTRICTIONS SHALL BE IN ACCORDANCE WITH THE ODP OR THE TOWN DESIGN GUIDELINES.

PART 3 - RESIDENTIAL DISTRICTS

3.1 SINGLE FAMILY DETACHED

THE INTENT WITHIN THE FILING NO. 1 IS TO BUILD HOMES OF VARIOUS ARCHITECTURAL DESIGNS THAT RELATE HOMES TO THE STREET, THAT CREATE DIVERSITY AND VARIETY ALONG RESIDENTIAL STREETS WITH MANY HAVING FRONT PORCHES THAT REFLECT TRADITIONAL COLORADO STYLES AND NEIGHBORHOODS, WHILE ALSO ALLOWING COMPLIMENTARY MODERN DESIGNS. THESE PUD STANDARDS ARE INTENDED TO ENSURE THAT AN ADEQUATE MIX OF MODELS AND STYLES ARE OFFERED WITHIN THE NEIGHBORHOOD AND WITHIN EACH BLOCK. THROUGH THE STANDARDS INCLUDED HERE, THE PUD SHALL COMPLY WITH THE INTENT OF THE TOWN'S DIVERSITY REQUIREMENTS. THE DEVELOPER/BUILDER, ALONG WITH THE TOWN, SHALL ENFORCE THESE REQUIREMENTS AS INDIVIDUAL HOMES ARE BUILT ON SAID LOTS.

- MODEL DIVERSITY FOR BLOCKS GREATER THAN 6 LOTS:**
 - EACH BLOCK FACE SHALL CONTAIN AT LEAST THREE (3) DIFFERENT MODELS THAT HAVE SIGNIFICANT VARIATIONS IN THE ELEVATIONS AND MASSING. DIFFERENTIATION IN MODELS REQUIRES AT LEAST THREE (3) OF THE FOLLOWING VARIATIONS:
 - HOME SIZE
 - ELEVATION
 - COLOR SCHEME
 - USE OF EXTERIOR MATERIAL
 - ROOF FORM
 - EACH BLOCK FACE SHALL CONTAIN NO MORE THAN THREE (3) OF THE SAME MODEL WITH THE SAME ARCHITECTURAL STYLE.
 - SIGNIFICANT VARIATION IN THE RANGE OF WALL COLORS ON A BLOCK FACE IS REQUIRED. DIFFERENT BODY COLORS SHALL BE USED ON ADJACENT BUILDINGS AND ACROSS THE STREET FROM ONE ANOTHER. TREAT A BLOCK FACE AS A UNIFIED COMPOSITION.
 - THE SAME HOME MODEL AND ELEVATION SHALL NOT BE BUILT WITHIN TWO (2) LOTS OF EACH OTHER, ON BOTH SIDES OF THE STREET-I.E., THE 3RD LOT OVER MAY CONTAIN THE SAME MODEL. MODELS WITH TWO OR MORE APPROVED ELEVATIONS AND/OR A MODEL THAT IS MIRRORED, WITH A VARIED COLOR SCHEMES AND SOME MEANINGFUL CHANGE IN DESIGN FEATURE MAY BE PERMITTED UNDER THIS SECTION.
 - AT LEAST ONE THIRD OF THE BUILDINGS ON EACH BLOCK FACE SHALL HAVE A FRONT PORCH.
 - ALL HOMES SHALL HAVE AT LEAST A TWO-CAR, ATTACHED GARAGE AND SHALL HAVE NO MORE THAN THREE (3) COVERED PARKING SPACES, INCLUDING THE ATTACHED GARAGE.
 - ONLY ONE POINT OF ACCESS TO EACH LOT IS PERMITTED.

H. RV STORAGE IS NOT PERMITTED ON ANY LOT.

- STYLISTIC DIVERSITY.**

EACH MODEL SHALL HAVE AT LEAST TWO (2) ARCHITECTURAL STYLES AND COLOR SCHEMES. THIS REQUIRES:

 - ROOF FORM/LINES AND PROFILES
 - DIFFERENT WINDOW AND DOOR STYLES
 - DIFFERENT ENTRY TREATMENTS AND LOCATIONS INCLUDING PORCHES, COLUMNS, ETC.
 - SINGLE AND TWO-STORY HOMES

3. ENHANCEMENTS AT CORNERS.

AT CORNERS, BUILDINGS SHALL ADDRESS THE SIDE STREET OR OPEN SPACE. CORNER LOTS SHALL BE WIDE ENOUGH TO ALLOW FOR SIDE ELEVATION ENHANCEMENTS. AT LEAST TWO (2) OF THE FOLLOWING ENHANCEMENTS ARE REQUIRED:

- WINDOWS OR GLAZED DOORS THAT FACE THE SIDE STREET OR OPEN SPACE.
- ONE CHANGE IN THE VERTICAL OR HORIZONTAL WALL PLANE USING COLOR, MATERIAL OR SIDING ORIENTATION.
- BRACKETS, PROJECTIONS, BELT COURSES, BELLY BANDS, ACCENT SIDING OR OTHER SUCH DETAILS.
- ON-HIP ROOFS, ACCENT SIDING WILL NOT BE PROVIDED.

4. ARCHITECTURAL STYLE.

NEW RESIDENTIAL ARCHITECTURE SHALL RESEMBLE THE ARCHITECTURE COMMONLY FOUND IN COLORADO NEIGHBORHOODS AS WELL AS MORE MODERN DESIGNS. THE GOAL IS TO CREATE THE MEMORABLE CHARACTER, IDENTITY AND APPEAL THAT THESE NEIGHBORHOODS DISPLAY, NOT TO PROVIDE EXACT REPLICAS OF HISTORIC BUILDINGS.

- MASSING.** THE MASS OF A HOUSE SHOULD STRONGLY REFLECT ITS ARCHITECTURAL STYLE AND SHALL BE SCALED TO PROVIDE VISUAL INTEREST AND DEPTH. SOME BUILDING ARTICULATION SHALL BE REQUIRED.

6. ROOFS.

ROOF FORMS AND PITCHES OF A HOUSE SHALL STRONGLY REFLECT ITS ARCHITECTURAL STYLE. IN GENERAL, A SIMPLE DOMINANT ROOF FORM SHOULD BE USED IN COMBINATION WITH COMPLEMENTARY SECONDARY AND MINOR ROOF FORMS AND ELEMENTS.

- ROOF OVERHANGS, EAVES, FASCIA AND SOFFIT DETAIL SHALL BE DETAILED APPROPRIATELY FOR THE ARCHITECTURAL STYLE OF THE BUILDING.
- THE CHARACTER AND PLACEMENT OF DORMERS, WHEN USED, SHALL ALSO REFLECT THE ARCHITECTURAL STYLE OF THE BUILDING.
- ALL ROOFS SHALL HAVE THIRTY (30) YEAR ARCHITECTURAL STYLE SHINGLES. ANY ALTERNATIVE SHINGLE TYPE SHALL BE SUBMITTED TO THE TOWN FOR PRIOR APPROVAL. THREE-TAB CONVENTIONAL ASPHALT SHINGLES SHALL NOT BE PERMITTED.

7. COVERED ENTRIES AND PORCHES.

- A COVERED ENTRYWAY FOR THE FRONT DOOR IS REQUIRED.
- PORCH DESIGNS SHALL REFLECT THE ARCHITECTURAL STYLE OF THE BUILDING.
- RAISED PORCH FLOORS, SIXTEEN (16) INCHES OR MORE ABOVE THE FINISHED GRADE, ARE ENCOURAGED.

8. FRONT DOORS.

FRONT DOORS SHALL BE DESIGNED, DETAILED AND LOCATED TO BE PROMINENT ARCHITECTURAL ELEMENTS VISIBLE FROM THE STREET. THE DOOR STYLE, SCALE AND TRIM SHALL COMPLEMENT THE ARCHITECTURAL STYLE OF THE BUILDING.

9. WINDOWS.

THE WINDOW TYPE, COMPOSITION, PROPORTIONS AND TRIM FOR A HOUSE SHALL STRONGLY REFLECT ITS ARCHITECTURAL STYLE. A MINIMUM OF 20 SQUARE FEET OF THE FRONT FACADE OF ANY SINGLE-STORY RANCH PLAN AND A MINIMUM OF 30 SQUARE FEET OF THE FRONT FACADE OF ANY TWO-STORY PLAN (INCLUDING ANY GARAGE DOOR GLAZING) BE GLASS. ALL SIDE AND REAR ELEVATIONS SHALL HAVE A MINIMUM OF 20 SQUARE FEET OF GLASS. THE USE OF MUNTINS IS ENCOURAGED TO CREATE A SMALLER SCALE.

10. EXTERIOR EMBELLISHMENTS.

- FRONT ELEVATIONS SHALL PROVIDE A MINIMUM OF TWENTY-FIVE PERCENT (25%) MASONRY (BRICK, STONE, CULTURED STONE, OR SIMILAR).
- STREET-SIDE FACADES SHALL PROVIDE A MINIMUM FIVE (5) FOOT DEEP MASONRY WRAP FROM THE FRONT OF THE HOME, A

MINIMUM OF THREE (3) FEET HIGH.

- BAYS, PROJECTIONS, BRACKETS, TRIM AND MATERIAL CHANGES THAT ARE APPROPRIATE FOR THE EXPRESSION OF THE ARCHITECTURAL STYLE OF A BUILDING SHALL BE USED.

11. EXTERIOR COLOR.

THE SKILLFUL USE OF COLOR VARIATION IS ESPECIALLY IMPORTANT. MONOTONOUS COLOR PALETTES ARE NOT ALLOWED AND MUST COMPLY WITH THE MODEL DIVERSITY VARIATIONS LISTED ABOVE.

- STRONG COLORS SHALL BE MUTED SHADES OR TINTS OF THE PURE HUE TO ENSURE THAT COLORS ARE SUBDUED. HIGH GLOSS PAINTS ARE NOT ALLOWED. USE SATURATED COLOR HUES SPARINGLY AS ACCENTS.
- WALL, TRIM, ACCENT, ROOF AND MASONRY COLORS SHALL BE COORDINATED.
- GENERALLY, CORNER TRIM SHOULD BE OF SIMILAR OR LIGHTER VALUE THAN THE MAIN BODY COLOR.

12. DECKS.

- DECKS ARE PERMITTED IN REAR AND SIDE YARDS.
- DECKS OVER 36" IN HEIGHT SHALL NOT ENCR OACH INTO SETBACKS.
- DECKS SHALL BE STAINED OR TREATED TO BE WEATHER-RESISTANT.

13. ALLOWABLE BUILDING EXTENSIONS.

CORNICES, CANOPIES, EAVES OR SIMILAR ARCHITECTURAL FEATURES, COUNTER/ARTS, BRICK LEDGES, MAY EXTEND FROM THE BUILDING INTO A REQUIRED YARD SETBACK NOT MORE THAN TWO (2) FEET. OPEN, UNENCLOSED, UNCOVERED PORCHES LESS THAN 30 INCHES ABOVE GROUND LEVEL MAY EXTEND INTO A REAR SETBACK NOT MORE THAN SIX (6) FEET.

14. ACCESSORY STRUCTURES.

- ANY ACCESSORY STRUCTURES MUST MATCH COLOR OF RESIDENCE AND BE CONSTRUCTED OF RESIDENTIAL BUILDING MATERIALS.
- STRUCTURES AND SHEDS SHALL NOT EXCEED 120 SQ. FT. AND SHALL NOT EXCEED 12' IN HEIGHT.
- SHEDS SHALL BE A MINIMUM OF 5' FROM ANY PROPERTY LINE AND SHALL NOT BE LOCATED IN THE FRONT YARD.
- PLUMBING IN ACCESSORY STRUCTURES IS PROHIBITED.
- EXTERIOR LIGHTING FOR ACCESSORY STRUCTURES SHALL BE DOWNCAST.

15. LANDSCAPING.

- THE DEVELOPER, HIS SUCCESSORS OR ASSIGNS SHALL INSTALL LANDSCAPING WITHIN THE COMMON OPEN SPACE AREA TRACTS AND ANY LOCAL STREET RIGHT-OF WAY WHICH ABUTS THESE AREAS. THE DEVELOPER WILL ALSO INSTALL LANDSCAPING WITHIN THE ABUTTING ARTERIAL AND COLLECTOR STREET RIGHT-OF-WAY. AUTOMATIC IRRIGATION SYSTEM(S) SHALL BE PROVIDED FOR ALL THE ABOVE LANDSCAPING. THE ONLY EXCEPTION WILL BE IN THOSE AREAS WHERE THE PRIMARY PROPOSED GROUND COVER IS NATIVE OR DRYLAND GRASSES.
- THE HOME BUILDER SHALL INSTALL FRONT YARD LANDSCAPING AND AUTOMATIC IRRIGATION SYSTEMS AS FOLLOWS:
 - AN AVERAGE OF ONE (1) DECIDUOUS OR ORNAMENTAL TREE FOR EVERY FORTY (40) LINEAR FEET OF RESIDENTIAL LOT FRONTAGE OR PORTION THEREOF BASED ON THE LOCATION OF THE DRIVEWAY, UTILITY SERVICES AND SITE VISIBILITY TRIANGLE. THE TREE SHALL BE ALONG WITH LIVE GROUNDCOVER, INCLUDING A COMBINATION OF GRASS, TREES, FLOWERS, GRASS OR SHRUBS WITHIN 7.5 FEET OF RIGHT-OF-WAY BEHIND THE SIDEWALK TO THE LOT LINE. THE ROW LANDSCAPING IS IN ADDITION TO THE REQUIRED FRONT YARD LANDSCAPING.
 - FOR THE FRONT YARD SETBACK OF EACH HOME, THERE SHALL BE A MINIMUM OF SEVENTY-FIVE PERCENT (75%) LIVE MATERIALS BETWEEN THE FRONT OF THE HOUSE AND THE CURB UNLESS OTHERWISE APPROVED BY THE TOWN.
 - FOUR (4) SHRUBS FOR THE FRONT YARD SETBACK OF EACH HOME.
 - THE AUTOMATIC IRRIGATION SYSTEM SHALL BE FROM THE DOMESTIC TAP FOR THE HOME.
 - MULCH WITHIN THE 5' SIDE SETBACK OF EACH HOME.
 - A MAXIMUM OF 30% OF THE LANDSCAPE AREA ON SINGLE FAMILY LOTS MAY BE TURF. REFER TO SHEET L.17 FOR DETAILS.
- THE HOMEOWNER SHALL:
 - INSTALL REMAINDER OF YARD, AND IS ENCOURAGED TO PLANT ADDITIONAL TREES, SHRUBS AND

FLOWERS USING XERISCAPE PRINCIPLES AND THE GENERAL PROVISIONS SET FORTH IN TOWN REGULATIONS.

2. MAINTAIN THE YARD AND LANDSCAPING WITHIN THE ADJACENT ROAD RIGHT-OF-WAY IN ACCORDANCE WITH TOWN REGULATIONS.

3.2 SINGLE FAMILY ATTACHED

SINGLE FAMILY ATTACHED HOUSING SHALL MEET THE TOWN OF JOHNSTOWN DESIGN GUIDELINES IN ADDITION TO THE FOLLOWING ARCHITECTURAL DESIGN STANDARDS.

- THE FACADES OF BUILDING STRUCTURES SHALL BE ARTICULATED TO DIFFERENTIATE INDIVIDUAL UNITS.
- THE STREET FACING ELEVATION (INCLUDING DOORS AND WINDOWS, BUT EXCLUDING ROOF AREA) SHALL HAVE A MINIMUM OF THIRTY (30) PERCENT MASONRY (BRICK, STONE, CULTURED STONE OR TEXTURE EIFS); AND OUTSIDE CORNERS OF STREET FACING ELEVATIONS SHALL BE WRAPPED WITH MASONRY PRODUCT A MINIMUM OF TWO (2) FEET.
- BUILDING SIDE EXTERIOR WALL AREAS SHALL BE COMPOSED OF ONE OF THE FOLLOWING:
 - AT LEAST 25 PERCENT FULL-WIDTH BRICK OR STONE (EXCLUDING WINDOW AND DOOR AREAS AND RELATED TRIM AREAS) WITH THE BALANCE BEING ANY TYPE OF LAP SIDING AND/OR STUCCO.
 - A MAXIMUM OF 60 PERCENT STUCCO (EXCLUDING WINDOW AND DOOR AREAS AND RELATED TRIM AREAS) WITH THE BALANCE BEING ANY TYPE OF LAP SIDING, BRICK, STONE, OR COMBINATION THEREOF.
- EACH INDIVIDUAL SINGLE-FAMILY ATTACHED BUILDING SHALL PROVIDE A PRIVATE OUTDOOR PATIO OR DECK AREA WITH MINIMUM FLOOR AREA DIMENSIONS OF AT LEAST FIVE FEET BY SEVEN FEET. SUCH AN AREA MAY BE EITHER AT OR ABOVE THE SURROUNDING GRADE, BUT SHALL BE CLEARLY DEMARCATED BY PATIO PAVING, DECKING, A PRIVACY SCREEN, A THREE-FOOT WALL, OR LANDSCAPE SCREENING.
- NO MORE THAN TWO (2) BUILDING UNITS MAY BE ATTACHED IN ANY SINGLE ROW OR BUILDING CLUSTER.
- EACH STREET FACING FACADE OF EACH HOME SHALL HAVE A MINIMUM WINDOW AREA OF TWELVE (12) SQUARE FEET OF GLASS AREA. ON ANY ELEVATION REQUIRING A WINDOW, THE GARAGE, BASEMENT OR ENTRY DOOR WINDOWS SHALL NOT BE USED TO SATISFY THE WINDOW REQUIREMENT.
- EACH WINDOW THAT IS NOT LOCATED IN A PORTION OF THE WALL CLAD IN MASONRY SHALL HAVE EITHER A MINIMUM FOUR-INCH NOMINAL WIDE WOOD TRIM BORDER OR SHUTTERS A MINIMUM OF TWELVE (12) INCHES WIDE.
- WINDOW FRAMES OTHER THAN WOOD SHALL BE EITHER ANODIZED, ELECTRO-STATICALLY PAINTED, VINYL CLAD OR VINYL UNPAINTED ALUMINUM WINDOW FRAMES ARE PROHIBITED EXCEPT FOR BASEMENT WINDOWS. WOOD FRAMES SHALL BE PAINTED, SEALED OR STAINED.
- EACH DOOR THAT IS NOT LOCATED IN A PORTION OF THE WALL CLAD IN MASONRY SHALL HAVE A MINIMUM FOUR-INCH NOMINAL WIDE TRIM BORDER.
- ALL ROOFTOP EQUIPMENT, INCLUDING (WITHOUT LIMITATION) HVAC UNITS, SWAMP COOLERS AND ANTENNAS, SHALL NOT BE PLACED ON THE STREET FACING PORTION OF THE ROOF AND SHALL BE SCREENED FROM VIEW FROM THE PUBLIC R.O.W.
- PIPING, VENTING, FLASHING, SOLAR PANEL FRAMES, AND OTHER ROOFTOP EQUIPMENT EXPOSED TO VIEW SHALL BE FINISHED TO MATCH THE ROOF SURFACE COLOR OR OTHERWISE DESIGNED TO BLEND WITH THE ROOF SURFACE.
- A PRIMARY ROOF SLOPE OF AT LEAST 5:12 SHALL BE PROVIDED UNLESS THE ARCHITECTURAL STYLE DICTATES OTHERWISE.
- IT IS ENCOURAGED THAT UNITS BE DESIGNED SO THAT THE UNIT'S GARAGE DOOR OR DOORS AND ITS FRONT ENTRY APPEAR ON DIFFERENT SIDES OF A BUILDING.



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Call before you dig.



PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

02-05-2021

REVISION DATE:

SHEET TITLE

DESIGN
GUIDELINES

SHEET NUMBER

L.25

SHEET 30 OF 30

180

Item #10.



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM:	Item #1: Public Hearing for Revere at Johnstown Filing 1
DESCRIPTION:	Combined Preliminary & Final Subdivision and Development Plan for 320 single-family lots across 73.514 acres
LOCATION:	East ½ of Section 2, Township 4 North, Range 68 West
APPLICANT:	Forestar Real Estate Group, Inc.
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	March 10, 2021

BACKGROUND & SUMMARY

The Applicant, Forestar Real Estate Group, is requesting approval a combined Preliminary & Final Plat and Development Plan of Revere at Johnstown Filing 1. The project, located N/W of Rocksbury Ridge subdivision and bounded to the north by Weld County Road 50 / Larimer County Road 14, is zoned PUD-MU (Planned Unit Development – Mixed Use) as part of the Great Plains Village ODP (Outline Development Plan).

Surrounding land uses are primarily agricultural. Properties north across Weld County Road 50 / Larimer County Road 14 are used for farming / agriculture. This is the same for those properties directly south, east, west of this property. There is one residential subdivision to the southeast of this project, Rocksbury Ridge. Those properties north and west are part of the Great Plains Village ODP. Property to the south is zoned PUD-MU as part of the Vista Commons ODP. Southeast is the aforementioned Rocksbury Ridge development, which is zoned SF-1. Finally, property across future High Plains Blvd. to the east is zoned PUD-R and is also included in the Great Plains Village ODP.

In the interest of time, and at risk to the Applicant, the Applicant requested a combined review of their proposed subdivision and development plans. The Town determined this combined review and hearing process for the preliminary and final subdivision and plans meets the intent and requirements of the Johnstown Municipal Code, while providing a potentially more streamlined hearing process for the Applicant. Town Staff reviewed a preliminary set of plans and plats initially, and at a point in the review process provided feedback such that the Applicant was able to move forward with the more detailed engineering and design work to produce final plans, plat, and engineering reports and plans.

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HISTORY

This property was annexed on September 16, 2002, as part of the Hamilton Annexation. It was annexed via Ordinance 2002-695. It was assigned PUD-MU zoning through an ODP approved on that same date via Ordinance 2002-696. After this initial annexation and zoning, the property was not developed. The Hamilton ODP was superceded by the Great Plains Village ODP, which was approved on January 22, 2020 through Ordinance 2020-168.

ATTACHMENTS

- 1-Vicinity Map
- 2- Application
- 3-ODP
- 4-Neighborhood Meeting Materials
- 5-Comment Letters

NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, February 25, 2020. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

As of the date of this staff report, staff has received two comment letters. Those letters express concerns related to water availability and traffic on High Plains Blvd., and are attached to this report. A neighborhood meeting was held on October 22, 2020. There were roughly a dozen residents logged into the meeting at any given time. No major issues were brought up. Information regarding that meeting is attached to this report.

ANALYSIS

Johnstown Comprehensive Plan Alignment

Goal CF-1: New development achieves the community's goals and is consistent with the Town's vision – Contiguous, compact pattern.

Revere Filing 1 features smaller lot sizes (minimum 3,200 square feet) for detached single family homes. Additionally, this filing will include 150 attached single-family homes, allowing a more compact form and more efficient use of land. This first filing will also extend an existing road – High Plains Boulevard – to the north to intersect with WCR 50, with extensions of services, providing a more complete pattern of development and beginning to fill in gaps between existing development areas of Johnstown.

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Goal CF-4: Encourage sustainable environment through techniques such as water-wise landscaping and water efficient irrigation – Water-wise landscaping.

Landscaping for Revere Filing 1 will be tailored to Colorado's arid climate. Lots are limited in how much irrigated grasses they can have, with only 30% of total landscape area for detached single-family homes is allotted for irrigated sod. Attached single-family homes will have no irrigated sod, instead utilizing more xeric, drip-irrigated and mulched beds to provide an attractive and more waterwise development.

Goal NH-1: A diversity of housing types to support the housing needs of a diverse population – Housing diversity distribution.

Both detached and attached single-family homes are proposed for Revere Filing 1, providing a better housing mix than standard detached single-family homes on large lots. The minimum lot size as proposed is significantly smaller than lots in existing developments, where minimums are typically 6,000 square feet; however this trend is being seen in many new, developing areas with smaller lots sizes that help contribute to more affordable housing that can serve a wider range of lifestyles and needs.

Zoning

The zoning for the property is PUD-MU, which was assigned to the property at ODP.; more precisely, the Great Plains Village ODP separated the project area into planning areas with more specific zoning designations and specified uses. This development has two zoning designations. The north portion is zoned MU-2, which is a mixed-use zoning designation. MU-2 is a less-intense mixed-use zone that allows for single-family attached units as well as single-family detached units, provided those units are 300' from an arterial road. In this instance, High Plains Blvd. and County Road 50 / County Rd 14 are arterials roads.

The south portion of the property is designated as R-M, as residential-only zoning classification within the ODP. R-M allows for both single-family attached and detached homes, with no requirements for setbacks from arterial road.

Density within the two planning areas in question, PA-14 and PA-15, has both a required minimum and maximum density. Both areas must contain at least three dwelling units per acre (DU/AC). PA-14, on the north half and zoned MU-2, has a maximum allowable density of 15 DU/AC, while PA-15, zoned R-M, has a maximum density of only 8 DU/AC. Both development areas, as proposed, comply with these densities; PA-14 will have 5.2 DU/AC while PA-15 will have a density of 4.9 DU/AC.

Development Standards and Design Guidelines

The FDP sets some additional development standards and design guidelines, above and beyond those addressed in the ODP. The majority of these standards are run-of-the-mill and are typically seen in other developments in Town. Basic development standards will remain unchanged from the ODP. Building height will remain at 35' maximum, and setbacks will remain the same.

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A significant portion of the design guidelines speak to commonplace design elements such as house color. Within these design guidelines are requirements for façade and window coverage, porches, and similar architectural features intended to provide a pleasing streetscape. These elements are useful to the Planning & Development Department and Building Department in reviewing proposed home elevations, to ensure each proposed elevation and all of its possible variants meet these guidelines. The guidelines provided in terms of design and building are acceptable to staff, and are similar to those seen in Johnstown's other developments.

There are some notable items missing that Staff requests be made a condition of approval. The FDP and ODP are silent on third and additional garages. These garages can significantly impact not only the lot upon which they are constructed, but also adjacent lots as it relates to drainage and massing. Staff requests a stipulation be included in the FDP that 3rd garages be setback a minimum of five feet from the front face of the home to offset the visual impact of the additional mass and length of the structure. Staff also requests a condition of approval such that there may be no more than three single garage spaces upon a single property.

Another item absent from these guidelines is trailer, RV, and boat-type parking. Staff requests a condition of approval such that storage of RV's, boats, trailers, campers, and similar items be stored in a fully-enclosed space only, or behind the front of the home with appropriate fencing or screening.

Infrastructure

Addition of significant amounts of new public roadways are proposed as part of Revere Filing 1. In all, the project proposes 20.724 acres (902,758 square feet) of total right-of-way area, comprising 28.19% of the total land area. This right-of-way includes the street and the landscaped areas within the right-of-way, not just impervious driving surface.

Revere Filing 1 would extend High Plains Blvd. from its current terminus just south of this proposed development and extends it north to County Road 50 / County Road 14. High Plains Blvd is forecast as a 4-lane major arterial, and is designated as CDOT's I-25 parallel arterial. This is a regionally significant road that has been planned since the early 2000's, and will eventually run from southern Weld County to US-34 and beyond. The Applicant in this case will be constructing interim arterial improvements; the other portions will most likely be built by the developers of the property east-adjacent, across High Plains Blvd., when it develops, or as may be required by nearby development as it occurs

In addition to High Plains Blvd. improvements and dedications, 30' of additional ROW will be dedicated along the project's frontage on County Road 50 / 14, which is also forecast as a 4-lane major arterial. This will allow County Road 50 / 14 to be widened to its ultimate half-width along this stretch of roadway, and will also accommodate turn lanes and accel/decel lanes.

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Aside from these major roadway dedications and improvements, the property will be served by two, 2-lane collector streets with continuous center turn lanes; Adderly Ave., which runs east-west and will connect High Plains Blvd. to the other collector. The other collector is Armstrong Ave., which runs north-south from County Road 50/14 and stubs at the south property line, intersection with Adderly Ave. along the way. Armstrong Ave. will only be a half-width/interim improvement south of Adderly Ave., with this phase of the development.

The rest of the streets within Revere Filing 1 will be either local residential streets, or private roads. Private drives will be separately maintained by an entity other than the Town, either by a homeowner's association or a metropolitan service district ("metro district"). Most private drives will have 20' of drive surface bounded by a 5' utilities easement on either side. The exception is Monheit Ct., located on the southeast corner of the proposed development. This drive will have 30' of drivable surface, bounded by 5' utilities easements on either side due to its dual use as emergency access for the south portion of the single-family detached development.

Parks/Open Space/Trails

Revere Filing 1 will include approximately three acres of active parkland. This will be divided into two separate parks; a one-acre park on the southwest portion, and a 2-acre park in the center-west portion of the development, at the northeast corner of Adderly and Armstrong Avenues. The northern park will contain those park amenities commonly found in playground-type areas. In addition, Applicant proposes picnic tables, BBQs, a shaded structure, and a large irrigated sod field. The south park will contain only a picnic table, bench, and irrigated sod. Applicant is proposing 19.4 acres of open space area. Said area includes drainage areas that are both usable and not usable for active recreation. All open space will be dedicated to the High Plains Metro District for operation and maintenance, and be available for public use of the spaces and trails.

A meandering 8'-10' sidewalk is proposed along High Plains Blvd., Armstrong Ave., and County Road 50 / 14. This walk will have connections to the internal development via trails extending from the perimeter, providing connectivity and the opportunity for not just recreation, but also multi-modal transportation via bicycle.

Density Transfer

The Great Plains Village ODP gives the Planning & Development Director the authority to grant planning area acreage changes of up to 30% at the administrative level. Applicant is proposing changes to three planning areas by way of this proposed PDP/FDP.

The most significant change is subtraction of 8.2 acres of anticipated ROW from the involved planning areas. This causes a net loss across all areas. PA-13 is an employment area located on the southwest portion of the property. That planning area is being reduced by 17% (6.3 acres). PA-14, a mixed use area

anticipated to be more commercial in nature, covers roughly the northern half of the subject site, will be reduced by a net 16.5% (6.8 acres). PA-15, intended for residential, covering most of the south portion of the proposed development, will then gain 4.9 acres (20.1%). ROW will comprise 8.2 acres of these areas.

PLANNING AREA DATA			
PLANNING AREA	ODP ACREAGE	FDP ACREAGE	% CHANGE
PA-13	37.0	30.7	-17.0%
PA-14	41.1	34.3	-16.5%
PA-15	24.4	29.3	20.1%
R.O.W.		8.2	
TOTAL	102.5	102.5	

Easements / Oil & Gas

This property is encumbered by a few oil & gas easements. A 30' wide gas pipeline easement runs north-south down the eastern extremity of this site. The pipeline follows along High Plains Blvd and does not encroach upon any buildable lots. The closest residential lot to this pipeline abuts the easement. The Town does not have required setbacks in the municipal code. There is another pipeline easement that runs north-south on the west side of the property. This easement is older and does not specify a width. The Applicant intends to survey and set the width at 50' via a separate document. Staff requests this be a condition of approval.

Additionally, there is a surface use agreement surrounding some plugged and abandoned wells. Staff requests a condition of approval requiring this agreement be recorded by way of a separate document as indicated on the proposed plat. There are currently five plugged and abandoned PDC energy wells on site, and said easement will provide operator access to those wells. These wells are buried. No lots are proposed over these wells, they exist under proposed common open spaces, with the closest residential lot proposed 30 feet from the well site.

Outside of these oil & gas easements, there are a number of easements granted to various entities that run across or otherwise encumber the property. A 20' wide ATT easement runs north-south along the east portion of the property. The easement runs near buildable lots, but is kept separate, running through various outlots.

A 12' irrigation ditch ROW easement runs through the north half of the property in an east-west manner. This easement is to be vacated via this plat. Another easement, for a 12" irrigation line, is to be vacated and relocated to another part of the property. The new easement will enter the property at the same point. The ditch company shall sign the final plat, certifying their acceptance of the revised easement.

Staff Concerns

Before addressing concerns, it should be noted that items listed in this section do not necessarily preclude this project from staff approval. Some concerns are brought up for informational purposes, so that Planning & Zoning Commission can make their decision while utilizing the most complete picture of the property and potential issues. Those genuine concerns will be called out as such, and Staff may request conditions of approval to address or mitigate them.

Staff's primary concern is centered on the plugged and abandoned wells. There are currently five plugged and abandoned wells located. One of these wells is located just 30' from the property line of a single-family residence. While neither the Town nor the Colorado Oil & Gas Conservation Commission (COGCC) have jurisdiction over development near oil & gas facilities, to include plugged and abandoned wells at such a minimal distance warrants mention in this report. Per the Applicant, these wells are buried underground and are not accessible without appropriate equipment. No conditions are requested by Staff.

Additionally, Staff has concerns about active parkland and phasing. The Applicant is proposing to split the project into two phases, separated by Adderly Ave. The south portion will be constructed first, meaning the south park will be constructed before the north park. Should the project stall out prior to phase two, the residents of the first phase would be left without a park that contains any amenities outside of a picnic table and a bench. The Applicant is insistent on not including the main, northern park with phase one. Therefore, staff requests a condition of approval such that either additional amenities are provided at the southern park, or the northern park be constructed with phase one.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings:

1. The proposed development is in agreement with the Johnstown Area Comprehensive Plan and its Future Land Use Map.
2. The proposed development is serviceable by Town services and utilities.
3. The proposed development is in substantial compliance with all Town codes, regulations, and standards and specifications.

4. The proposed density and planning area transfers meet the allowances within the Great Plains Village ODP are approvable by the Planning & Development Director.

Recommended Conditions:

1. The Applicant continue to work with the Town and its reviewers to address all final comment and redlines and receive approved plans, documents, and reports prior to any construction.
2. The Applicant address trailer/RV/boat parking and 3rd garages in the FDP design guidelines.
3. The Applicant work with staff to either provide additional recreational amenities for the south park, or include the north park in phase one.
4. Applicant record, via a separate document, a 50' easement for the oil and gas pipeline described in this report.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that Revere at Johnstown Filing 1 furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval, with conditions, of Revere at Johnstown Filing 1 Preliminary and Final Subdivision and Preliminary and Final Development Plans based upon the analysis, findings and conditions as stated in this staff report

Alternate Motions

- A. Motion to Approve with Conditions: "I move that the Commission recommend to Town Council approval of Revere at Johnstown Filing 1 with the following conditions..."
- B. Motion to Deny: "I move that the Commission recommend to the Town Council denial of Revere at Johnstown Filing 1 based upon the following..."

Planner:

Reviewed by:




Darryll Wolnik

Kim Meyer

Planner II

Planning & Development Director

File Name: S:\PLANNING\2002 Land Use Projects\SUB20-0008 Revere Great Plains Village Filing 1\Staff Report.docx

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Town of Johnstown

OUTSIDE AGENCY REFERRAL

DATE: September 28, 2020

TO: ☐ Mead ☐ Milliken ☐ Berthoud ☒ Loveland ☐ Greeley ☐ Windsor
☒ Larimer Co ☐ Weld Co ☒ Aims CC ☐ CDOT ☐ CPW ☒ TRPR
☒ Weld RE-5J ☐ TSD ☒ LTWD ☒ NC Conserv. ☐ BT Conserv. ☐ _____

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Forestar Real Estate Group, Inc.
Project: Revere at Johnstown Filing 1
Location: Parcels 106102000019, 106102200030, & 106102000001
Description: 320-lot single-family subdivision (attached & detached)
Reply by: *Monday, October 12, 2020*

This referral is submitted for your comments due to the proximity of the project to your municipal boundaries or GMA, or it otherwise affects your agency or its mission.

If additional documentation is needed to complete a review, please email me at the address above.

NO Comments.

Comments (attach additional sheets if needed):

By: _____ Date: _____

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141



Town of Johnstown

LAND USE APPLICATION REFERRAL

DATE: August 4, 2020

TO: ☒ Planning ☒ Public Works ☒ Town Engineer ☒ Fire ☐ Traffic
☒ Water Engineer ☐ Water Attorney ☐ Town Attorney ☐ Other: _____

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Forestar Real Estate Group, Inc.

Project: Great Plains Village Filing 1

Submittal #: 1

Location: Weld Parcels 106102000001, 106102200030, 106102000019

Reply by: *Tuesday, August 25, 2020*

This application is submitted for professional review and recommendation. Any comments or recommendations relevant to this request are appreciated.

If additional documentation is needed to complete a review, please email me at the address above.

NO Comments.

Comments:

By: _____ Date: _____



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: Use by Special Review for Alternative Tower Structure for a 70-foot “Monopine” for Verizon Wireless at 5360 Ronald Reagan Blvd.

ACTION PROPOSED: Approve Resolution 2021-12 Approving the Use by Special Review for Verizon Wireless Alternative Tower Structure for a 70-foot “Monopine,” with conditions

ATTACHMENTS:

1. Vicinity Map
2. Resolution 2021-12
3. Application Packet
4. PZC Staff Report

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, CellCo Partnership, DBA Verizon Wireless, has requested a Use by Special Review for a 70-foot tall Alternative Tower Structure – a tower that is “camouflaged” to appear more compatible with surrounding development – in the form of a pine tree (“monopine”). The lease site is 5360 Ronald Reagan Blvd., on the Wingate Hotel property.

Wireless communication facilities (WCFs) are addressed in Johnstown Municipal Code (JMC), in [Chapter 16, Article XIX](#), as amended in 2019. An Alternative Tower Structure over 36-feet in height requires approval of a Use by Special Review. The FCC regulates WCFs – from local process to sizing, and the Town code is used to further guide applicants and Staff to determine the best site and design for each type of WCF, attempting to minimize visual impacts, impacts to residences, and require collocation of multiple carrier equipment.

The Applicant worked with the property owner and the 2534 Design Review Committee (DRC) to arrive at the current proposed design and site. Staff discussed alternative designs and siting, as well, and determined this design in this location to be compatible, provide the ability for other carriers to collocate, and meet other code requirements. This tower will require building and electrical permits, with engineered footings to ensure structural stability.

The Community That Cares

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P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

This site will house this primary monopine structure, as well as associated equipment cabinets – to be covered for weather protection as well as visual screening. The lease site for the tower is 32 feet x 26 feet. The Applicant offered at Planning & Zoning Commission hearing to enhance the landscaping with additional pine trees in the area to help the structure fit in better with the site.

Courtesy and required notices were posted, published, and mailed to property owners of record within 500 feet of the property boundaries for hearings. No public comments have been received.

The Planning & Zoning Commission held a public hearing on February 10, 2021. The Commission voted unanimously to recommend approval of the Use by Special Review to the Town Council. A prior hearing was held by PZC on May 13, 2020, where commissioner discussion centered around design and compatibility, as well as various technical questions. The Commission, at that time, voted for recommending Denial to Council. The Applicant requested an opportunity to address Commissioner concerns with additional evidence and information and be reheard at PZC, which resulted in the recent February 10, 2021, hearing and the current recommendation for approval.

Staff has added two conditions of approval to the proposed resolution (Attachment 2) – reinstating a previously-shown 6-8 foot tall masonry screening fence (vs vinyl covered chain link shown on subsequent plans), which will assist with visual screening as well as mitigating any noise from equipment; and a second condition that no fewer than four additional pine trees, of sufficient size, be added to the proposed landscape plan – as was offered by the Applicant and agreed to verbally at the 2021 PZC hearing – to further enhance the compatibility of this “monopine” structure. These final plan details shall be updated to the satisfaction of Town Staff prior to permits being issued for this use.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-XX Approving the Use by Special Review for Verizon Wireless Alternative Tower Structure for a 70-foot “Monopine,” with conditions as stated within the resolution document.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-12 Approving the Use by Special Review for Verizon Wireless Alternative Tower Structure for a 70-foot “Monopine,” with conditions as stated within that resolution.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2021-12 with the following findings...

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-12**

**APPROVING A USE BY SPECIAL REVIEW FOR VERIZON WIRELESS
FOR A 70-FOOT MONOPINE ALTERNATIVE TOWER STRUCTURE ON
PROPERTY LOCATED AT LOT 1, BLOCK 2, REPLAT LOT 1, BLOCK 2,
2534 WEST FIRST FILING, TOWN OF JOHNSTOWN, COUNTY OF
LARIMER, STATE OF COLORADO.**

WHEREAS, Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (“Verizon Wireless”), submitted an application for a use by special review for a 70-foot wireless communication facility, in the form of a monopine alternative tower structure, on property owned by Four Stripe Investment Partners, LLLP, a Colorado limited liability limited partnership, located at Lot 1, Block 2, Replat Lot 1, Block 2, 2534 West First Filing, Town of Johnstown, County of Larimer, State of Colorado and known by street address as 5360 Ronald Reagan Boulevard; and

WHEREAS, on February 10, 2021, the Planning and Zoning Commission held a public hearing and voted to recommend approval of the use by special review, Case#USR20-0001; and

WHEREAS, on April 19, 2021, the Town Council held a public hearing and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file, and conducting such public hearing, the Town Council found as follows with respect to the application:

1. In addition to other submittal requirements, the application for the special use met the submittal requirements contained in Section 16-145(f)(1) of the Johnstown Municipal Code;
2. Alternative design options, such as using a base station, are not viable options;
3. The special use meets the requirements contained in Article XIX of Chapter 16 of the Johnstown Municipal Code; and
4. The special use is compatible with applicable Town standards and regulations and will be compatible with existing and probable future land uses.

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

Section 1. Approval. Verizon Wireless’ application for a use by special review for a 70-foot wireless communication facility, in the form of a monopine alternative tower structure, on property owned by Four Stripe Investment Partners, LLLP, a Colorado limited liability limited partnership, located at Lot 1, Block 2, Replat Lot 1, Block 2, 2534 West First Filing, Town of Johnstown, County of Larimer, State of Colorado and known by street address as 5360 Ronald Reagan Boulevard, is hereby APPROVED, subject to the conditions set forth in Section 2.

Section 2. Conditions of Approval. The use by special review is approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. Prior to building permits being issued, the Applicant shall update the site plan, to the satisfaction of Town Staff, to illustrate a solid masonry fence painted to match the adjacent hotel structure, installed around the perimeter of the lease site for screening and security.
2. Prior to building permits being issued, the Applicant shall update the landscape plans, to the satisfaction of Town Staff, to illustrate no less than four (4) additional evergreen trees, minimum 3-inch caliper/or 8-feet in height upon installation, adjacent to the lease site, placed to assist in compatibility of the monopine structure.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



VZW SITE NAME:
FTC FALL RIVER

PROJECT NUMBER:
20161367364

LOCATION CODE:
412776

LOCATION:
5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

65' MONOPINE

NEW MATERIALS

tem #11.



BUSINESS LICENSE #: N/A

REVISIONS			
REV	DATE	DESCRIPTION	INT
F	12/21/20	ISSUED FOR REVIEW 90%	JAS
E	05/20/20	ISSUED FOR REVIEW 90%	JHT
D	04/09/20	ISSUED FOR REVIEW 90%	JHT
C	02/28/20	ISSUED FOR REVIEW 90%	JPN
B	02/11/20	ISSUED FOR REVIEW 90%	JPN
A	12/31/19	ISSUED FOR REVIEW 90%	JPN

PRELIMINARY
NOT FOR
CONSTRUCTION

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE
AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT
SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE
ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL
NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS
WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

40.402633, -104.990367

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T-1

97

SITE INFORMATION	
TOWER OWNER:	VERIZON WIRELESS
SITE ADDRESS:	5360 RONALD REAGAN BLVD JOHNSTOWN, CO 80538
COUNTY:	LARIMER
LATITUDE:	40.402633°
LONGITUDE:	-104.990367°
GROUND ELEVATION:	4913' AMSL
OCCUPANCY TYPE:	UNMANNED
ZONING JURISDICTION:	TOWN OF JOHNSTOWN
ZONING CODE:	PUD
PARCEL NUMBER:	8515125001
POWER PROVIDER:	XCEL
TELCO PROVIDER:	----

CONTACT INFORMATION

A&E SERVICES:
POWDER RIVER DEVELOPMENT SERVICES, LLC.
408 S. EAGLE ROAD, SUITE 200
EAGLE, ID 83616
CONTACT: ERIK SANDERS
PHONE: 952.270.4854
EMAIL: erik.sanders@powderriverdev.com

SITE ACQUISITION:
POWDER RIVER DEVELOPMENT SERVICES, LLC.
408 S. EAGLE ROAD, SUITE 200
EAGLE, ID 83616
CONTACT: JENNIFER DANIELS
PHONE: 303.550.4820
EMAIL: jen.daniels@powderriverdev.com

APPLICANT:
VERIZON REAL ESTATE
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UT 84088
CONTACT: BRANDON KISER
PHONE: 801.260.8712
EMAIL: brandon.kiser@verizonwireless.com

VICINITY MAP

A vicinity map showing the site location in Loveland, Colorado. The map features a yellow line representing the I-25 highway running vertically. To the left of the highway, several streets are labeled: W 57th St, E 57th St, N Garfield Ave, N Milwaukee Ave, N Lincoln Ave, E 29th St, N Madison Ave, E 37th St, E 39th St, E 41st St, and E 43rd St. To the right of the highway, streets include E 37th St, E 39th St, E 41st St, and E 43rd St. The map also shows the Fort Collins-Loveland Airport, Buwieser Events Center, The Promenade Shops at Centerra, and several parks including Horseshoe Lake, Boyd Lake, and Boyd Lake State Park. A black pin labeled 'SITE' is located on the highway at the intersection of E 41st St. The coordinates 40.402633, 104.990367 are displayed next to the pin. A compass rose is located in the bottom right corner, and the text 'NOT TO SCALE' is written below it.

40.402633,
104.990367

NOT TO SCALE

DRIVING DIRECTIONS

DIRECTIONS FROM DENVER INTERNATIONAL AIRPORT:

DEPART AIRPORT HEADING WEST ON NEW CASTLE ST TOWARD RAP AVE. TURN RIGHT ONTO N VAN ALLMAN ST. TURN RIGHT ONTO NEW CASTLE ST. ROAD NAME CHANGES TO E 78TH AVE. TURN LEFT ONTO JACKSON GAP ST. TAKE RAMP RIGHT FOR PENNA BLVD. AT EXIT 6B, TAKE RAMP RIGHT FOR E-470 TOLLWAY NORTH TOWARD BOULDER / FT. COLLINS. AT EXIT 47, TAKE RAMP RIGHT FOR I-25 NORTH TOWARD FT COLLINS. AT EXIT 255, TAKE RAMP RIGHT FOR CO-402 WEST TOWARD LOVELAND. TURN RIGHT ONTO CO-402 / CR-18, AND THEN IMMEDIATELY TURN LEFT ONTO NE FRONTAGE RD. TURN RIGHT ONTO RONALD REAGAN BLVD. ARRIVE AT RONALD REAGAN BLVD ON THE RIGHT. IF YOU REACH EXPOSITION DR, YOU'VE GONE TOO FAR.

APPLICABLE CODES BUILDING CODE 2018 IBC ELECTRICAL CODE 2017 NEC	
---	--

[illegible]

SCOPE OF WORK

<u>RELOCATE:</u> - (3) TREES	- (1) ATS ON GROUND - (1) PPC ON GROUND
<u>INSTALL:</u> - (1) MONOPINE - (1) PRIVACY FENCE SYSTEM - (2) H-FRAMES - (1) TELCO VAULT - (1) CONCRETE PADS - (1) ICE BRIDGE ON GROUND - (1) GENERATOR ON GROUND - (1) KILLSWITCH ON GROUND - (1) FIBER BOX ON GROUND - (1) METER & DISCONNECT ON GROUND	- (8) NATIVE SHRUBS ON GROUND - (3) T-ARMS ON TOWER - (6) ANTENNAS ON TOWER - (6) RRR ON TOWER - (1) OVP ON TOWER - (2) HYBRID CABLES ON TOWER - (1) EQUIPMENT CANOPY



NEW MATERIALS

AFTER INSTALLMENT

2



BEFORE INSTALLMENT

1

Item #11.



BUSINESS LICENSE #: N/A

REVISIONS			
REV	DATE	DESCRIPTION	INT
F	12/21/20	ISSUED FOR REVIEW 90%	JAS
E	05/20/20	ISSUED FOR REVIEW 90%	JHT
D	04/09/20	ISSUED FOR REVIEW 90%	JHT
C	02/28/20	ISSUED FOR REVIEW 90%	JPN
B	02/11/20	ISSUED FOR REVIEW 90%	JPN
A	12/31/19	ISSUED FOR REVIEW 90%	JPN

PRELIMINARY
NOT FOR
CONSTRUCTION

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SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

40.402633, -104.990367

SHEET TITLE:
PHOTO SIMULATION
VIEW "A"

SHEET NUMBER:
PS-1 198



NEW MATERIALS

AFTER INSTALLMENT2



BEFORE INSTALLMENT1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

Item #11.



BUSINESS LICENSE #: N/A

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F	12/21/20	ISSUED FOR REVIEW 90%	JAS
E	05/20/20	ISSUED FOR REVIEW 90%	JHT
D	04/09/20	ISSUED FOR REVIEW 90%	JHT
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B	02/11/20	ISSUED FOR REVIEW 90%	JPN
A	12/31/19	ISSUED FOR REVIEW 90%	JPN

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SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

40.402633, -104.990367

SHEET TITLE:
PHOTO SIMULATION
VIEW "B"

SHEET NUMBER:
PS-2199



NEW MATERIALS

AFTER INSTALLMENT2



BEFORE INSTALLMENT1

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POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #:N/A

REVISIONS			
REV	DATE	DESCRIPTION	INT
F	12/21/20	ISSUED FOR REVIEW 90%	JAS
E	05/20/20	ISSUED FOR REVIEW 90%	JHT
D	04/09/20	ISSUED FOR REVIEW 90%	JHT
C	02/28/20	ISSUED FOR REVIEW 90%	JPN
B	02/11/20	ISSUED FOR REVIEW 90%	JPN
A	12/31/19	ISSUED FOR REVIEW 90%	JPN

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SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

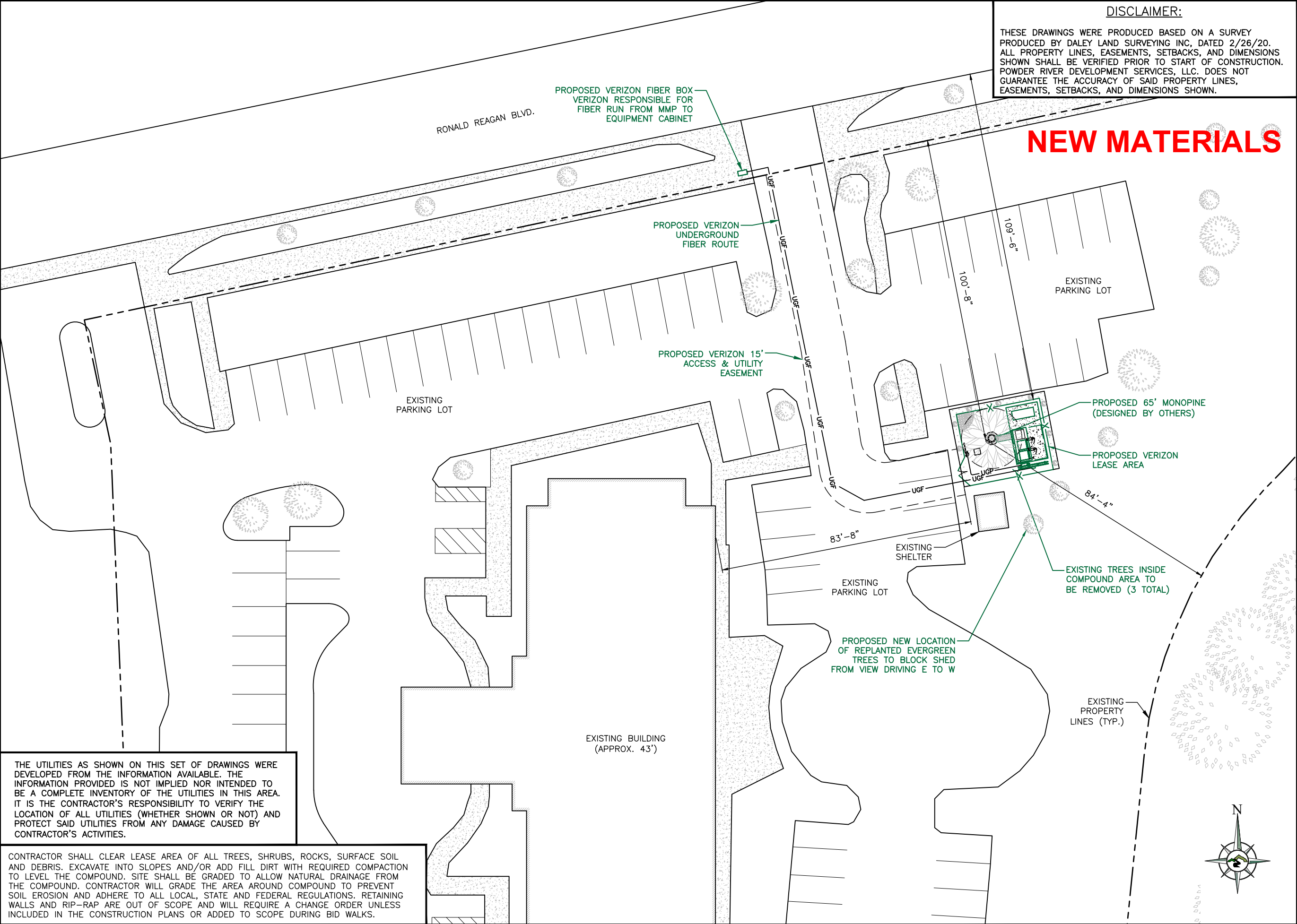
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SHEET TITLE:
PHOTO SIMULATION
VIEW "C"

SHEET NUMBER:

PS-3

200



DISCLAIMER:
THESE DRAWINGS WERE PRODUCED BASED ON A SURVEY PRODUCED BY DALEY LAND SURVEYING INC, DATED 2/26/20. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. POWDER RIVER DEVELOPMENT SERVICES, LLC. DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN.

NEW MATERIALS

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE A COMPLETE INVENTORY OF THE UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

CONTRACTOR SHALL CLEAR LEASE AREA OF ALL TREES, SHRUBS, ROCKS, SURFACE SOIL AND DEBRIS. EXCAVATE INTO SLOPES AND/OR ADD FILL DIRT WITH REQUIRED COMPACTION TO LEVEL THE COMPOUND. SITE SHALL BE GRADED TO ALLOW NATURAL DRAINAGE FROM THE COMPOUND. CONTRACTOR WILL GRADE THE AREA AROUND COMPOUND TO PREVENT SOIL EROSION AND ADHERE TO ALL LOCAL, STATE AND FEDERAL REGULATIONS. RETAINING WALLS AND RIP-RAP ARE OUT OF SCOPE AND WILL REQUIRE A CHANGE ORDER UNLESS INCLUDED IN THE CONSTRUCTION PLANS OR ADDED TO SCOPE DURING BID WALKS.

OVERALL SITE PLAN

SCALE: N.T.S.

1

Item #11.



BUSINESS LICENSE #: N/A

REVISIONS			
REV	DATE	DESCRIPTION	INT
F	12/21/20	ISSUED FOR REVIEW 90%	JAS
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CONSTRUCTION

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SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

40.402633, -104.990367

SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

ZD-1

201

tem #11.

verizon

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #:	N/A
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REVISIONS			
REV	DATE	DESCRIPTION	INT
F	12/21/20	ISSUED FOR REVIEW 90%	JAS
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SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

**5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538**

40.402633, -104.990367

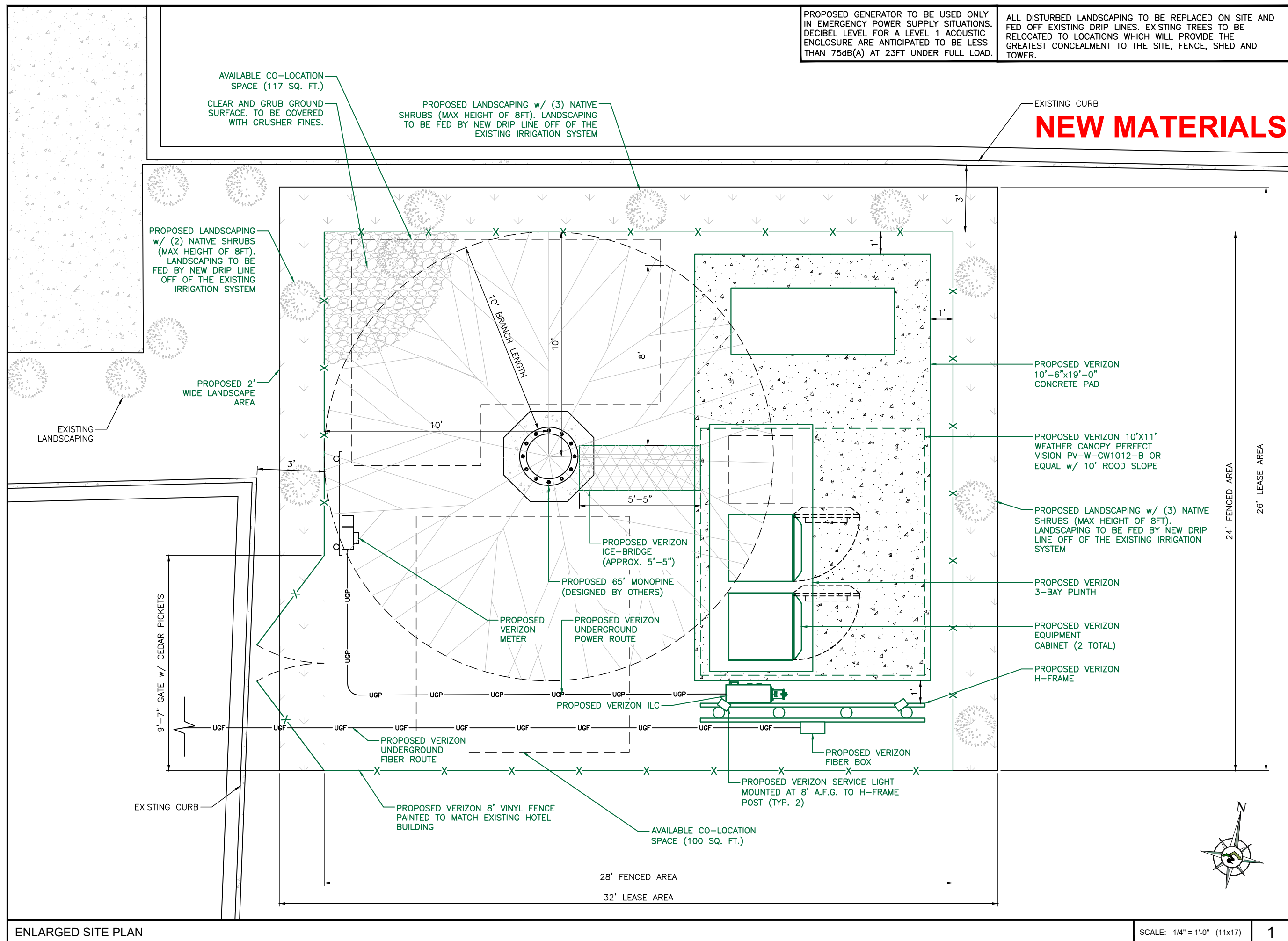
SHEET TITLE:

ENLARGED SITE PLAN

SHEET NUMBER:

ZD-1.1

02

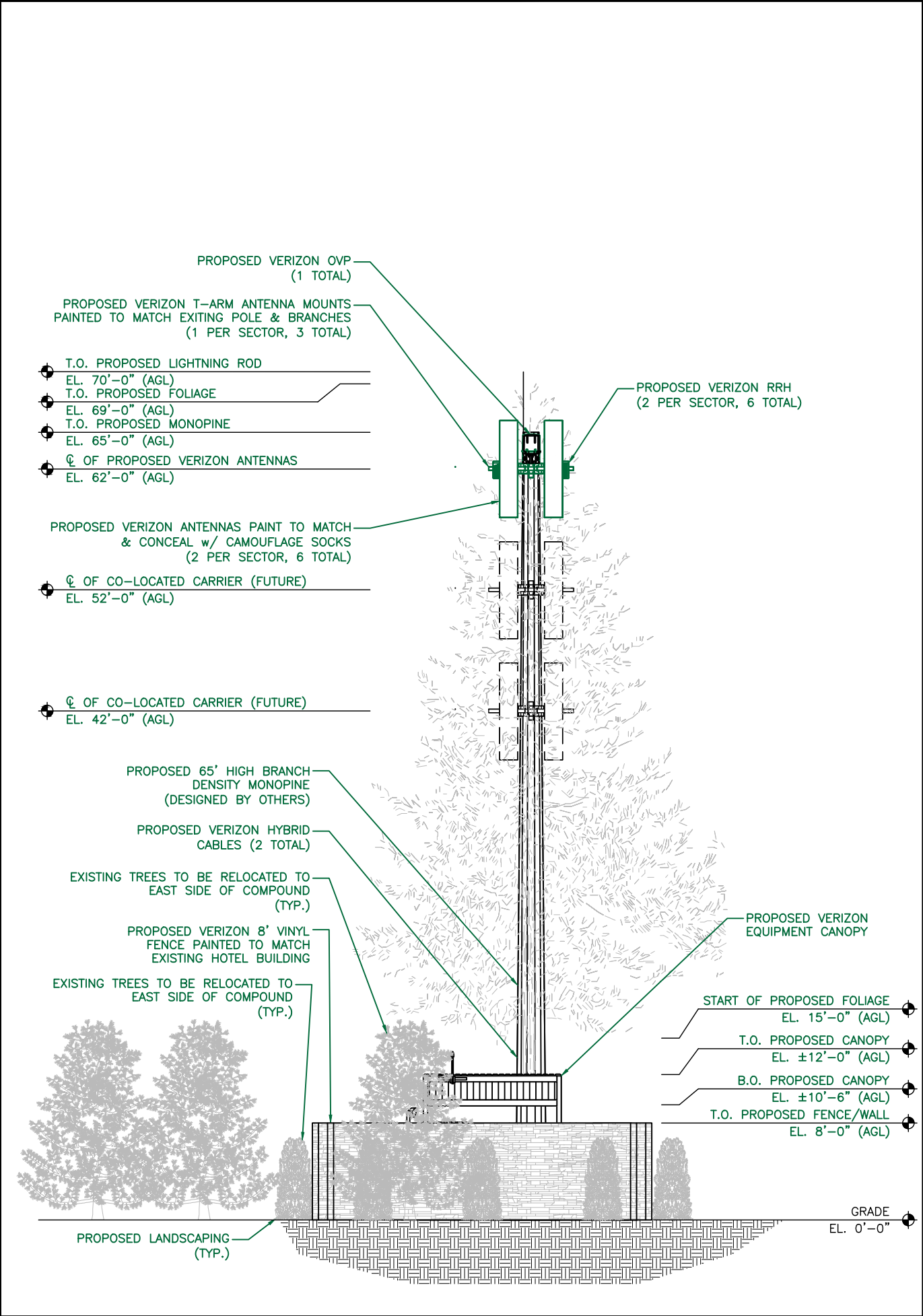


ENLARGED SITE PLAN

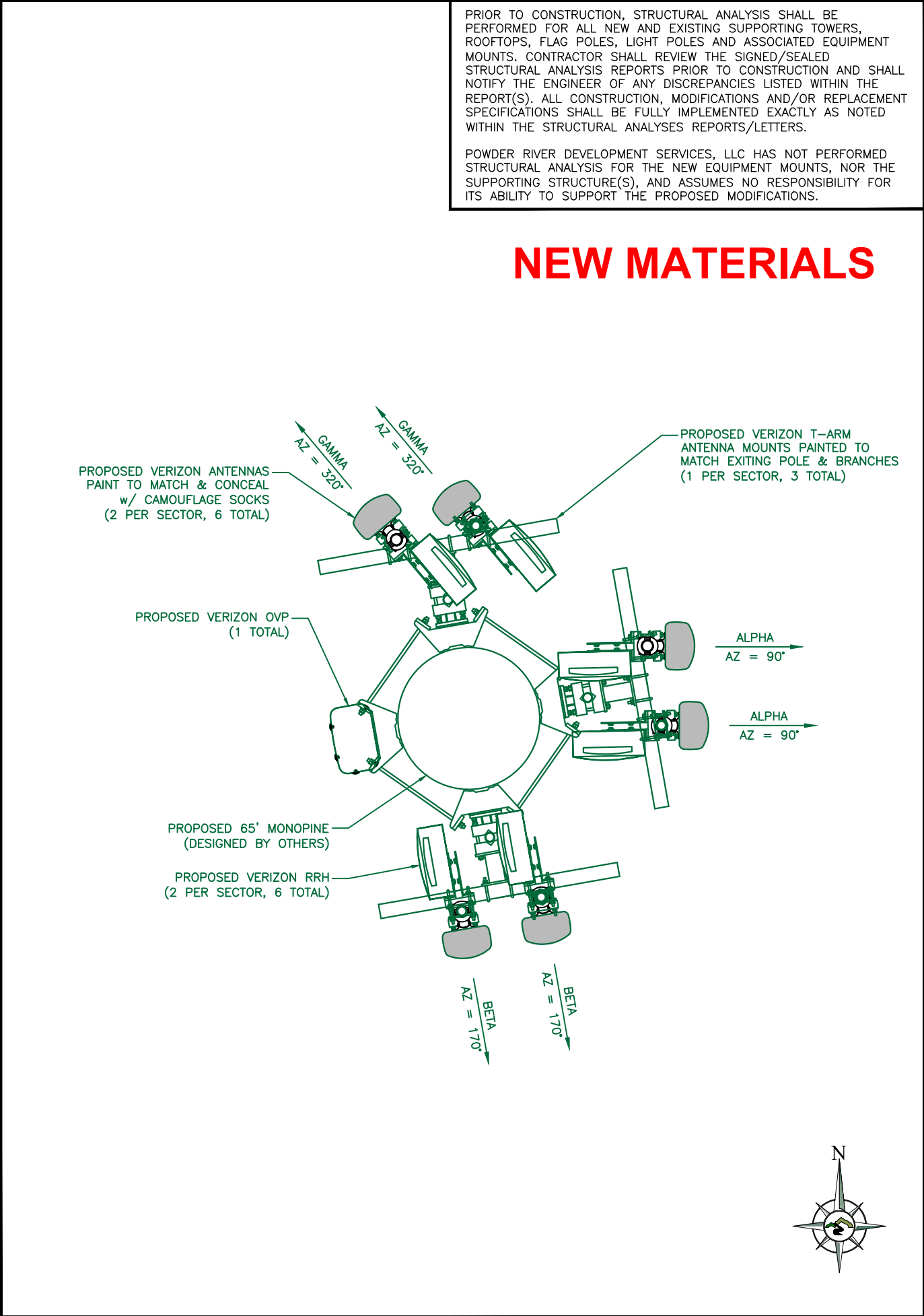
SCALE: 1/4" = 1'-0" (11x17)

1

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PROPOSED EAST ELEVATION



PROPOSED ANTENNA PLAN

PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS SHALL BE PERFORMED FOR ALL NEW AND EXISTING SUPPORTING TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS. CONTRACTOR SHALL REVIEW THE SIGNED/SEALED STRUCTURAL ANALYSIS REPORTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES LISTED WITHIN THE REPORT(S). ALL CONSTRUCTION, MODIFICATIONS AND/OR REPLACEMENT SPECIFICATIONS SHALL BE FULLY IMPLEMENTED EXACTLY AS NOTED WITHIN THE STRUCTURAL ANALYSES REPORTS/LETTERS.

POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE(S), AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS.

NEW MATERIALS

Item #11.

verizon

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #:N/A

REVISIONS			
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F	12/21/20	ISSUED FOR REVIEW 90%	JAS
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A	12/31/19	ISSUED FOR REVIEW 90%	JPN

PRELIMINARY
NOT FOR
CONSTRUCTION

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SITE INFORMATION

VERIZON SITE NAME:
FTC FALL RIVER

5360 RONALD REAGAN BLVD
JOHNSTOWN, CO 80538

40.402633, -104.990367

SHEET TITLE:
TOWER ELEVATION &
ANTENNA PLAN

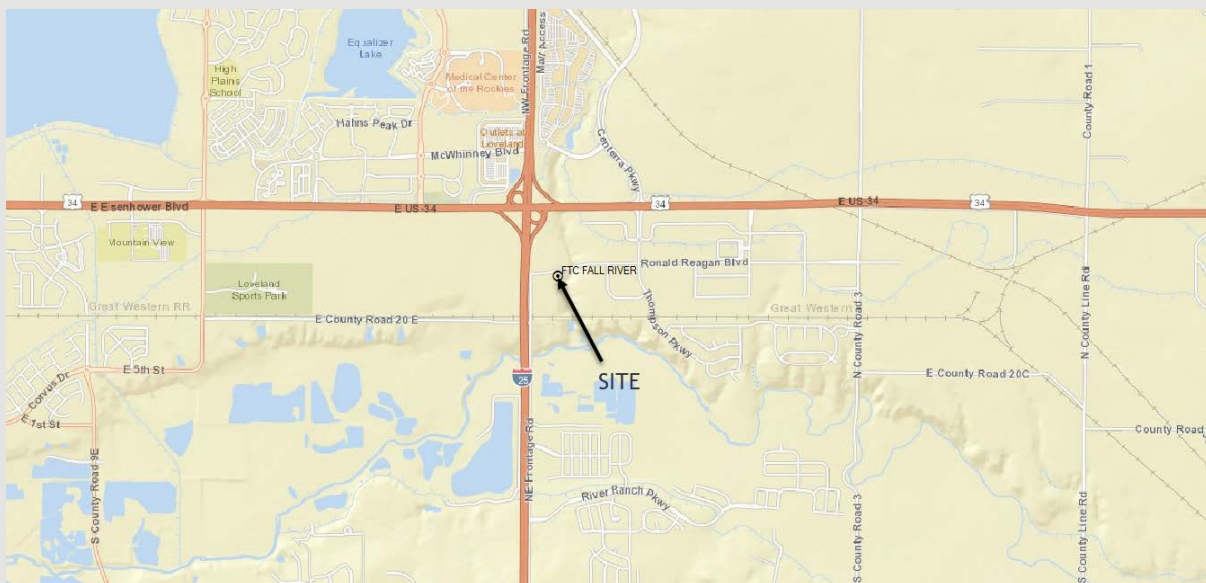
SHEET NUMBER:
ZD-2

203

NEW MATERIALS



Verizon Wireless Communications Facility Engineering Necessity Case – FALL RIVER



Prepared by: Bryan Eicens

November 17, 2020

Rev. 1/18



Project Need Overview:

NEW MATERIAL Item #11.

The primary object of this project is to improve service quality and provide new coverage in the following locations.

- Areas of Johnstown located southeast of I-25 and US-34(East Eisenhower Blvd) intersection,
- the neighborhood of Thomson river ranch,
- Outlets at Loveland and
- On the I-25 highway south of the I-25 and US-34 intersection.

Sector 2 of the CHANPUNGU site is the main server in these area, this proposed site (FALL RIVER) will help offload CHANPUNGU and provide better quality signal in this area. Detail is provided supporting these issues in slides 8-13.

Our engineering data shows that this area is experiencing 4G data overloads (See slide 13). The existing CHANPUNGU Site beta sector has a huge footprint as denoted in slide 12. The proposed site will provide offload to that sector and also improve coverage in that area as shown in slides 8-13. This improve coverage will also help curb the capacity and coverage needs in the high growth areas of Johnstown near this site's location.

Additional details and explanations follow in this presentation.



Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

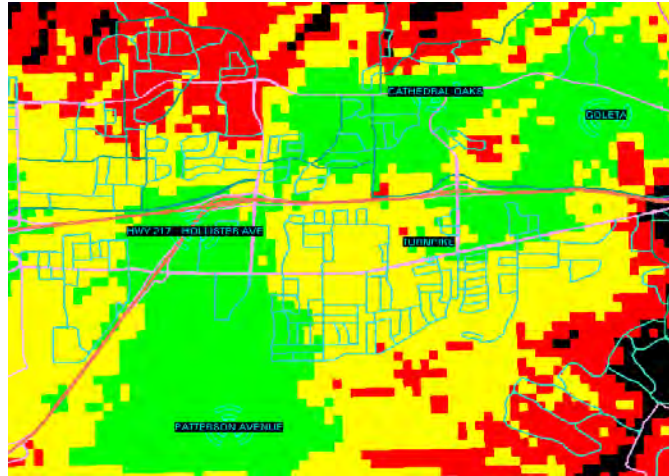
Capacity is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel.



Explanation of Wireless Coverage

NEW MATERIAL

Item #11.



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and predict what we expect to see with the addition of a proposed WCF.

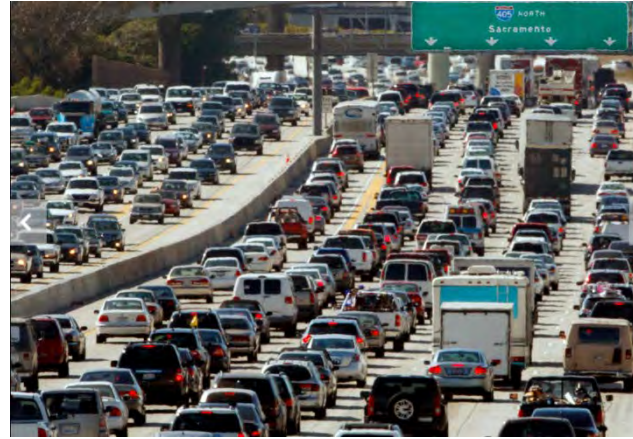
Coverage also changes depending on which frequencies are used. Most phones today use 3G at 800 MHz or 4G at 700 MHz spectrum which are considered low frequencies. Low frequencies can travel further distances than the higher 1900 MHz and 2100 MHz frequencies now being employed due to increased capacity demands. Operating at higher frequencies makes it necessary for carriers to install substantially more wireless facilities to achieve the same coverage as one tower operating on the lower frequencies.



Explanation of Wireless Capacity

NEW MATERIAL

Item #11.



Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.



Explanation of Wireless Data Growth

NEW MATERIALS

Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year. [Insert latest growth info from COMET web page and citing the source]

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure, such as:

- Cars that notify 911 when an airbag deploys.
- “Driverless” cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.



Radio Emission Safety...

A common question received is “Are the radio emissions safe?”

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization

<http://www.who.int/peh-emf/about/WhatIsEMF/en/index1.html>

America Cancer Society

<http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/cellular-phone-towers>

FCC Radio Frequency Safety

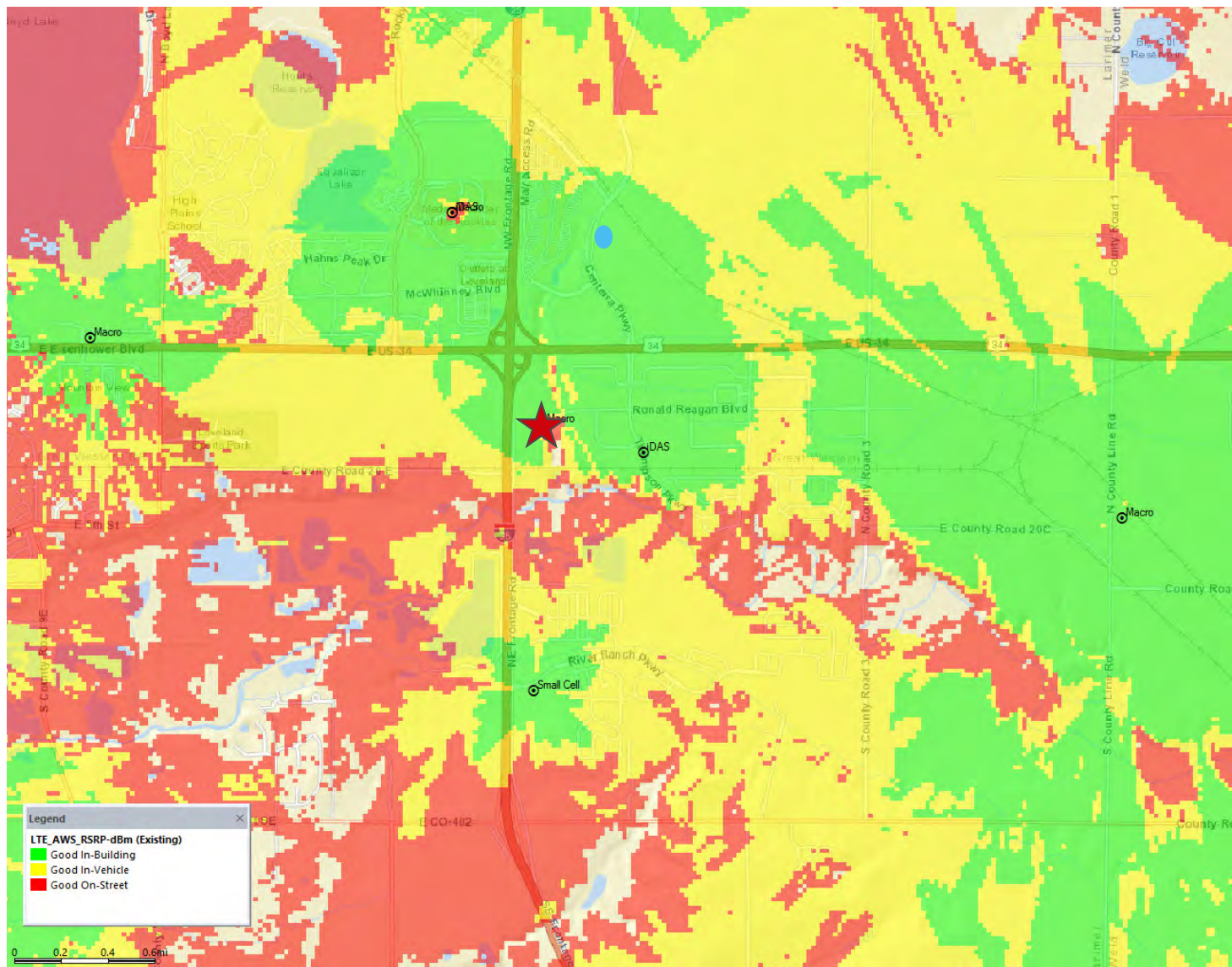
<https://www.fcc.gov/general/radio-frequency-safety-0>



LTE AWS1 - Existing Coverage without proposed site

Item #11.

NEW MATERIAL



★ Proposed Site

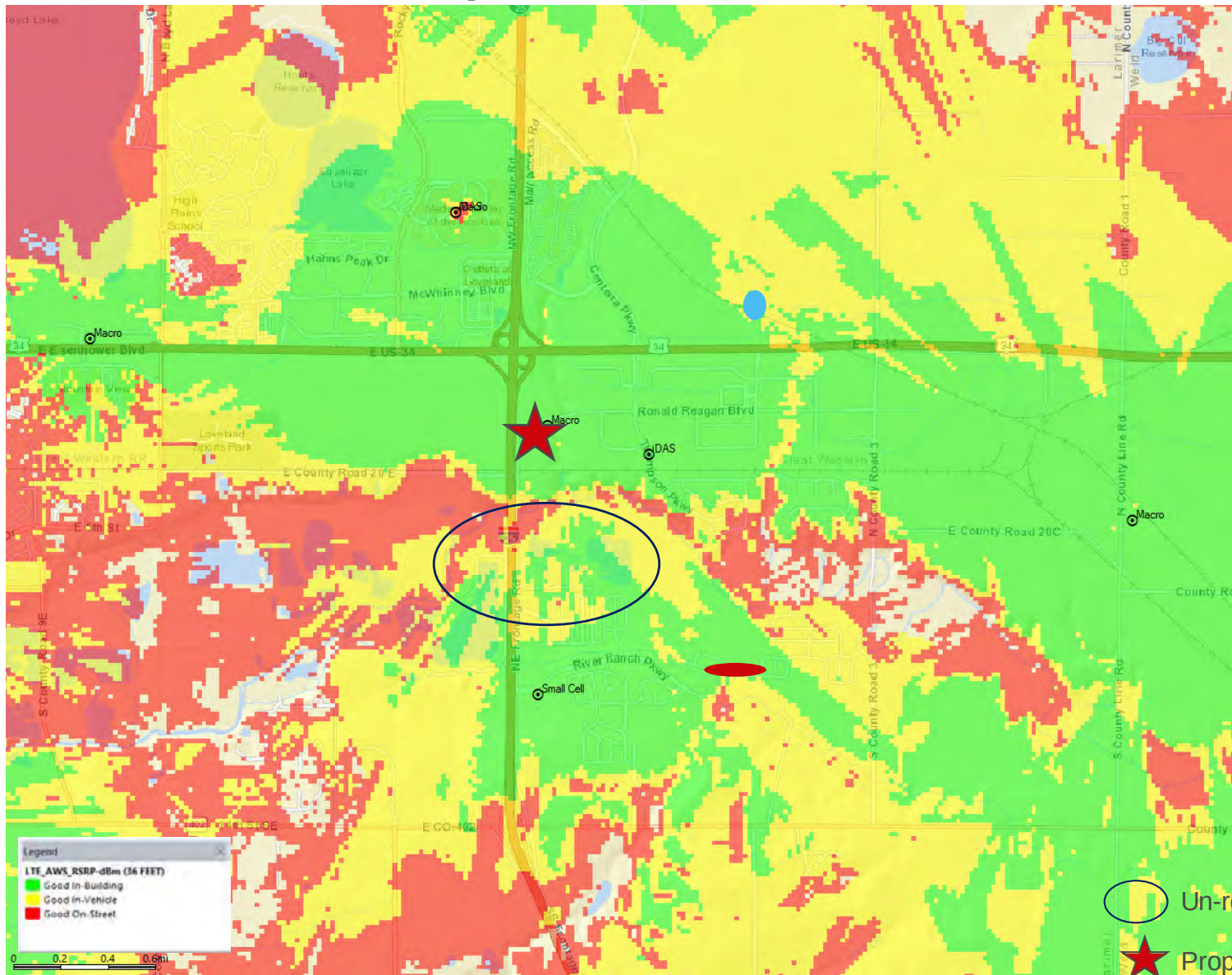




LTE AWS1 - Coverage with proposed site at 36 ft

Item #11.

NEW MATERIAL



Un-reliable Coverage
Proposed Site





NEW MATERIAL

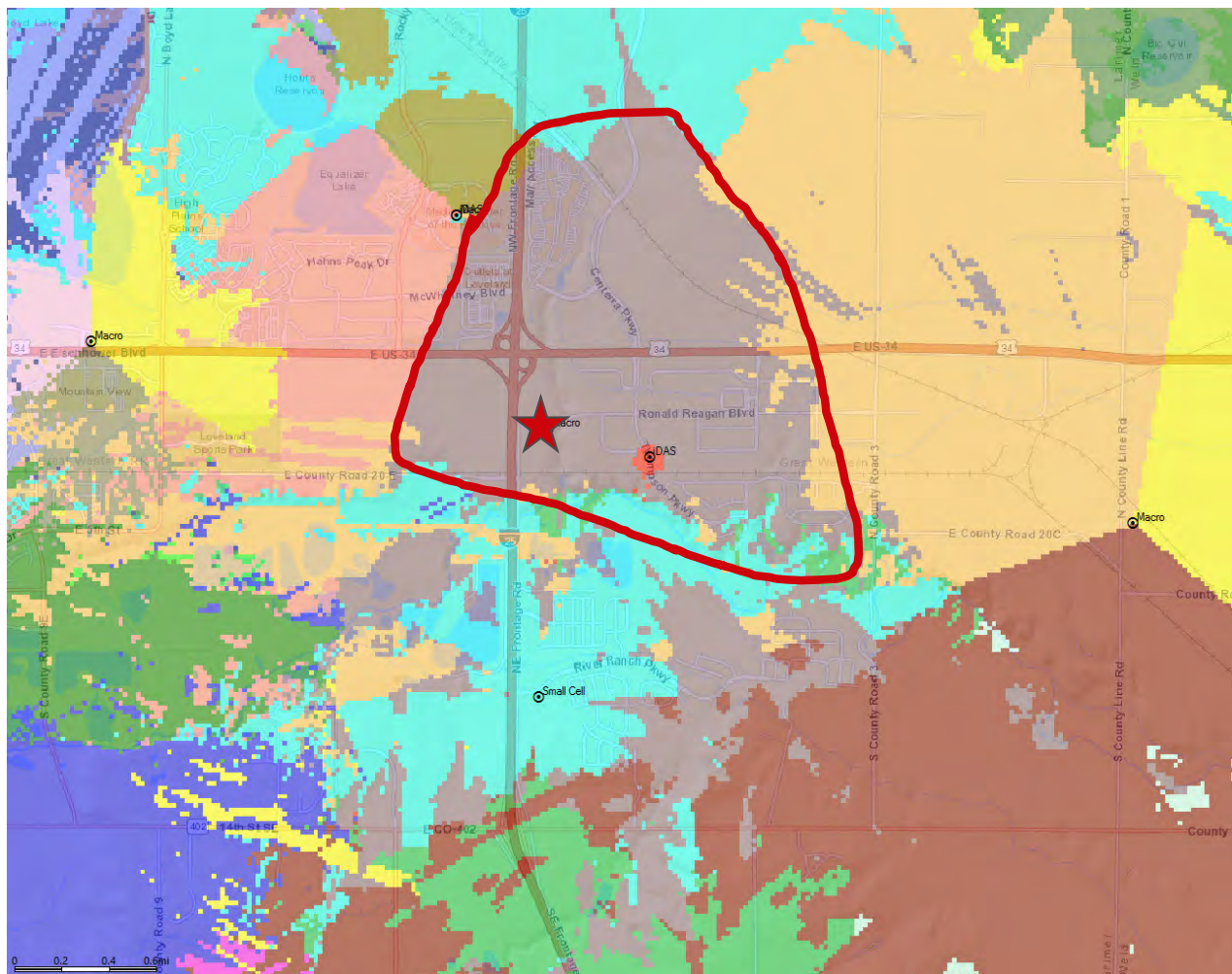




Serving Sector Maps: AWS – Existing

Item #11.

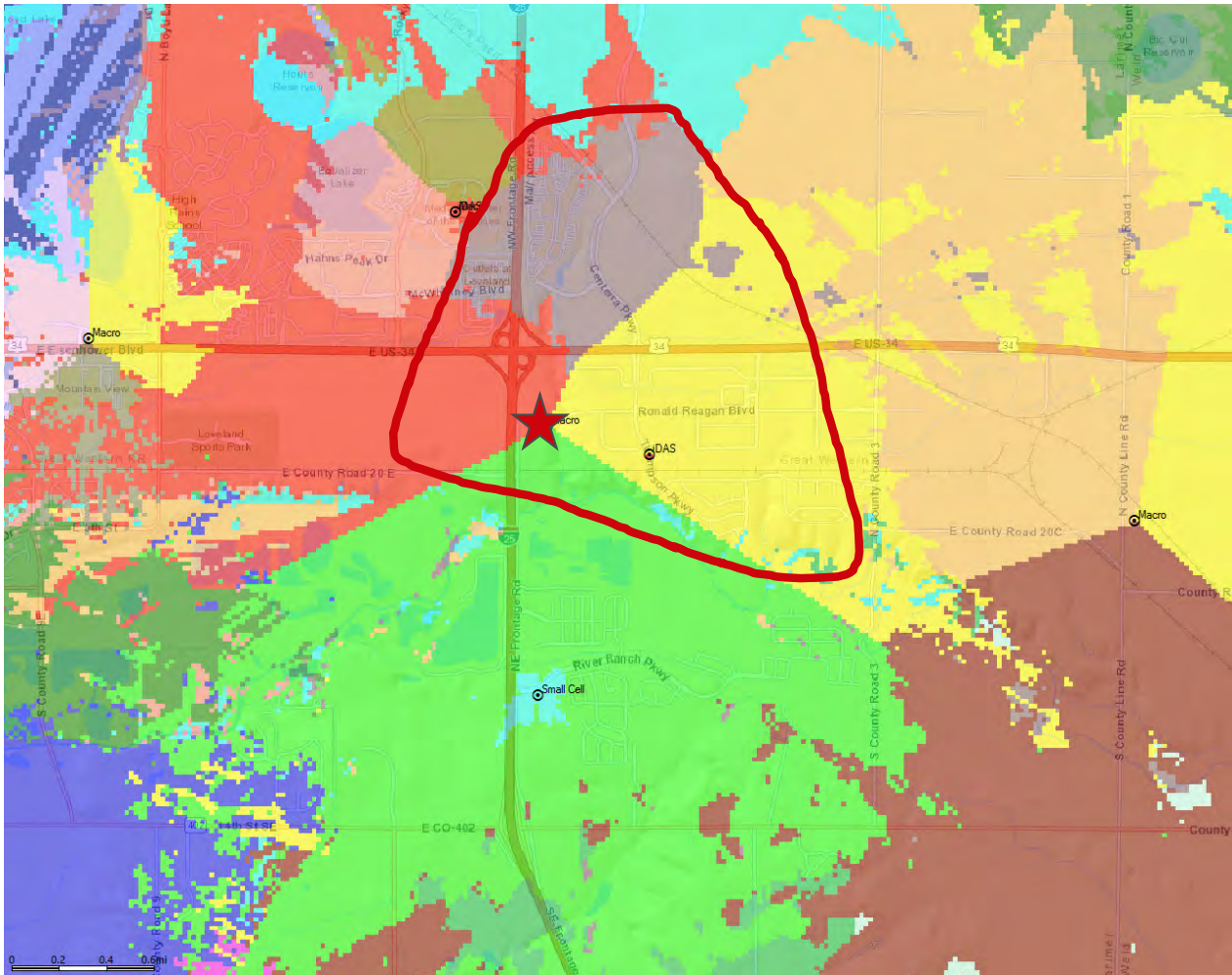
NEW MATERIAL



 Proposed Site

The plots above show the areas that each site / sector areas of service in a different color. The map shows what existing coverage covers, with the overloaded sector circled in red. This project will improve service by providing necessary capacity to support the growth we are seeing in 4G data traffic. New Proposed site offloads the circled area on page 12 with the new sectors shown in Green, Red, and Yellow.

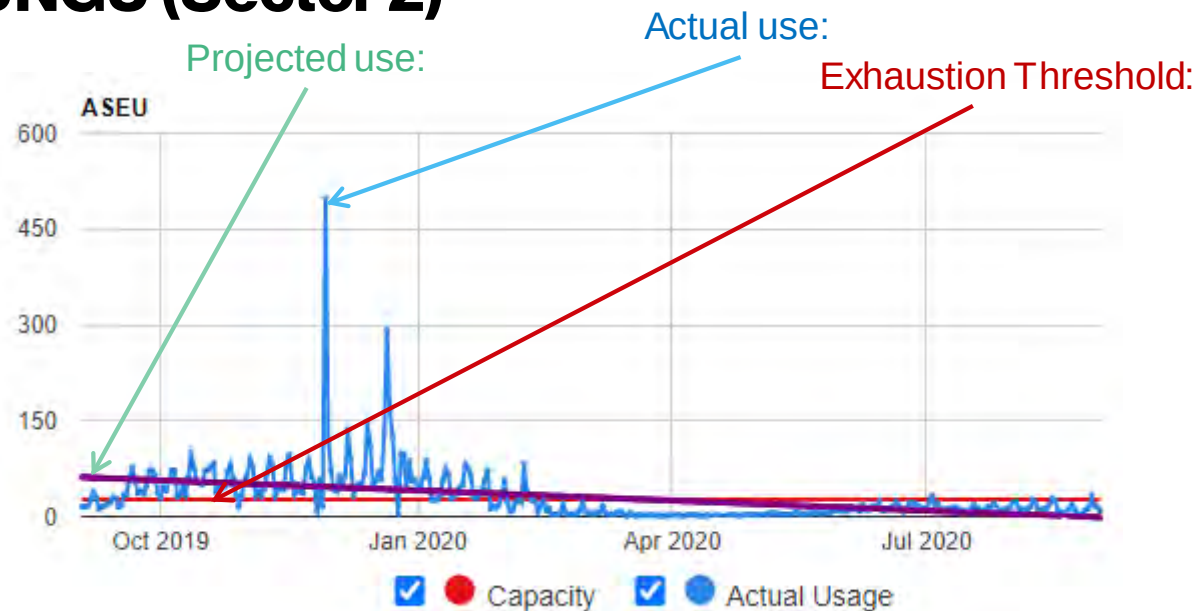


 Proposed Site



Capacity Projection for Surrounding Sectors

CHAPUNGU (Sector 2)



Summary: CHANPUNGU site is located at the UC Health Medical Center of the Rockies near the intersection of Interstate I-25 and highway 34(Eisenhower Blvd). The beta sector of this site that we are trying to offload has been a triggering sector and is exceeding capacity. This sector covers a large area as shown in slide 12 (it is the sector denoted by the red color in the map). The proposed site (FALL RIVER) will offload traffic CHANPUNGU site.

Detail below:

The graph above shows ASEU (Average Eligible Users per TTI) which is a measurement of the customer data usage that this sector currently serves. The green line shows the daily data use on this sector of the wireless facility site. The red line is the limit where the sector becomes exhausted and service starts to degrade. The point in time where we see the blue line go above the red line is when we will start seeing service begin to degrade. Service will quickly degrade after that point as usage continues to grow.



Verizon is part of your community. Because we live and work there too.

We believe technology can help solve
our biggest social problems.

We're working with innovators,
community leaders, non-profits,
universities and our peers to
address some of the unmet
challenges in education, healthcare
and energy management.

Learn more about our corporate social
responsibility at www.verizon.com.

verizon[✓]

NEW MATERIAL

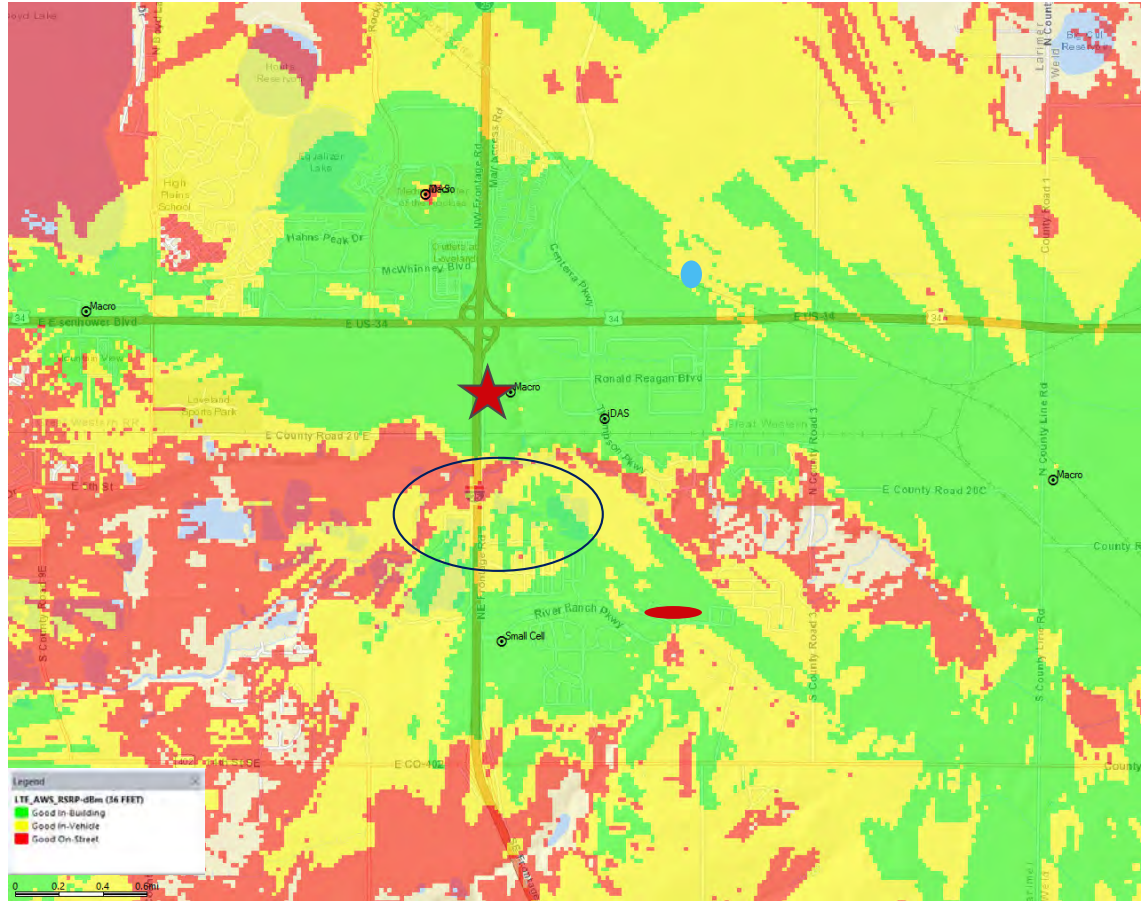
Item #11.





LTE AWS1 - Coverage with proposed site at 36 ft

Item #11.



- Un-reliable Coverage
- Proposed Site

The plot shows what the coverage would look like with the overall height at 36 feet. The site also needs to see above the building and tree clutter to perform adequately and to provide reliable coverage. This is too low to provide reliable coverage along HWY 25, and offload on-air site Chapunga - sector 2. Chapunga is operating at 86 feet and covers a large footprint. If the proposed site was operating at thirty six (36) feet, only a small area would be offloaded because Chapunga would still be the dominate site in the area. Additional new sites would be needed to offload and meet the capacity needs for this area.

AFFIDAVIT REGARDING WIRELESS COMMUNICATION FACILITY

The undersigned, both being first sworn, state as follows:

1. The Affiant, Jennifer Sedillo, is the Real Estate Manager for Verizon. Verizon is the applicant for zoning approval of a WCF and submits this Affidavit for and on its behalf, being authorized to do so.

2. The Affiant, _____ is the owner of property that is the subject of the WCF application.

3. The undersigned have applied for zoning approval related to the construction of a Wireless Cell Facility (WCF) within the Town of Johnstown, Colorado.

4. The undersigned acknowledge that we are each required to notify the Town if after construction the WCF has not been used for a period of three (3) months, pursuant to Section 16 of the Johnstown Municipal Code.

5. The undersigned further acknowledge that we are responsible for removal of a WCF that has been abandoned, or that has not been used for a period of six (6) months, pursuant to Section 16 of the Johnstown Municipal Code.

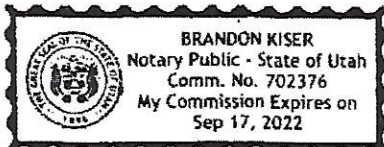
APPLICANT: [Verizon]

Jennifer Sedillo
[Jennifer Sedillo, Real Estate Manager]

3.2.2020
DATE

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

Subscribed and sworn to before me this 2nd day of March, 20 20, by Jennifer Sedillo.



Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: 9/17/22

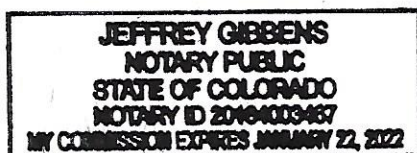
OWNER:

[Signature]
[NAME, [TITLE]]

March 4, 2020
DATE

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

Subscribed and sworn to before me this 04th day of March, 20 20, by Hamid Eslan.



Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: 1/22/2022



MEMORANDUM

TO: City of Johnstown
RE: Zoning Application Signal non-interference for FTC Fall River
DATE: 3.16.2020

Pursuant to the City of Johnstown 16-345 (Review Procedures and Requirements), this letter will confirm that the proposed antenna usage will not interfere with other adjacent or neighboring or city-wide transmissions or reception functions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Zeeshan Bashir".

Zeeshan Bashir
Radio Frequency Engineer
Verizon Wireless
3131 South Vaughn Way #550, Aurora, CO 80014
Telephone: 618-434-0287



MEMORANDUM

TO: City of Johnstown
RE: Zoning Application Radio Frequencies Emissions for FTC Fall River
DATE: 3.16.2020

Pursuant to the City of Johnstown 16-345 (Review Procedures and Requirements), this letter will confirm that the NIER (nonionizing electromagnetic radiation) produced by the proposed site will not exceed standards established by the Federal Communications Commission. Verizon Wireless facilities operate in strict compliance with all State, Federal and Local regulations (including specifically the FAA and FCC regulations).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Zeeshan Bashir", with a small mark to the right.

Zeeshan Bashir
Radio Frequency Engineer
Verizon Wireless
3131 South Vaughn Way #550, Aurora, CO 80014
Telephone: 618-434-0287



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM: USR20-0001 FTC Fall River Monopine (Wireless Communications Facility)

DESCRIPTION: Use by Special Review (USR) for 70-foot Monopine Alternative Tower Structure

LOCATION: 5360 Ronald Reagan Blvd. (Wingate Hotel)

APPLICANT: Verizon Wireless

STAFF: Kim Meyer, Planning & Development Director

HEARING DATE: February 10, 2021

ATTACHMENTS:

- A. Vicinity Map
- B. PZC Agenda Memo, May 13, 2020
- C. PZC Minutes, May 13, 2020
- D. Excerpt of Project Attachments from May 13, 2020 Hearing
- E. New Materials – Plans, Photo simulations, Justification

PRIOR LAND USE ACTION

This project was originally heard by the Planning & Zoning Commission (PZC) on May 13, 2020. See Attachments B, C, and D for the original memorandum, excerpts of the PZC packet, and minutes. At that hearing Commissioners asked several questions related to the design, size and photo representation of the alternative tower structure, as well as general questions about engineering and needs.

The PZC voted 4-2 to deny this request for a USR based on findings that the tower is incompatible with the surrounding neighborhood, that alternative options had not been explored, that photo simulation may not accurately depict height and appearance, and that it was not adequately demonstrated the tower will accommodate co-location and co-siting.

Staff also notes the update to a full 70' height – the height of the tower *did not change*, instead we are clarifying to ensure that a final decision takes into account the full height, including the “foliage” pieces and antennae that extend beyond the technical height of the tower structure itself.

The Community That Cares

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UPDATED PROJECT INFORMATION

The applicant provided updated information in an attempt to address the concerns of the PZC voiced at the May 13th hearing, prior to proceeding to a Town Council hearing for final determination.

Attachment E of this memorandum provides updated materials submitted, including:

- Updated plans and photos. A new equipment site layout with a new weather-protective cover (canopy) over the equipment cabinets.
- A Photo-simulation illustrating the “monopine” adjacent to the Wingate Hotel, in comparison to the existing adjacent 10’4” shelter.
- Justification of need, with coverage maps

SUMMARY & ANALYSIS

Staff recommended approval in May 2020, based on the materials and analysis performed at that time, and continues that recommendation at this time. Taking into account all materials submitted to date, Staff believes the proposed project meets all requirements of the Johnstown Municipal Code, ensures a higher level of cellular service in a critical part of town, covering businesses, travelers, as well as residents, and has provided evidence that this facility is needed, and meets the standards set by the FCC based on statements made within the submittal materials by the applicant’s engineers.

Staff also recognizes the real concerns of the Planning Commissioners in ensuring a visually compatible and satisfactory product for this area of Johnstown, and the inherent complexities of having such facilities be reviewed in a Use by Special Review (USR) process. A USR process is designed to provide a higher level of scrutiny and more subjective considerations in instances where a use *may* be appropriate for an area, but may also experience or inflict notable adverse impacts that require some level of mitigation through special conditions. These wireless facilities, under 36-feet tall are administrative approvals. With a tower proposed at 70’ total height to the top of the camouflage elements, the municipal code requires an added level of review in any zoning district, as well as public hearings, to ensure compatibility and consider mitigating elements.

One issue at the May 13th hearing was the choice of a monopine as camouflage, noting the commercial nature of the area. This is a dense and intense area of the Town, largely dominated by the built environment. Staff also acknowledges that the area adjacent to this proposed location is designated as a natural, open space, with trees and shrubs and natural grasses. Staff recognizes that this “tree” does not truly disguise the use of this structure. Few WCFs, short of being built into a structure (church spire, bell tower, roof extension, etc.), are truly “camouflaged” or invisible in a build landscape. Staff and the Town view these WCFs as vital utilities, and much like an electric transformer, may be painted or minimized, but will still exist in that urban landscape. A different structure design certainly seems possible; however given the site proposed, with the significant setback along west Ronald Reagan Blvd. (vs a more prominent centralized location), the more residential nature of the extended stay hotel and adjacent apartments and open space to the east, Staff does not feel the current design is wholly contraindicated.

Having worked with the Applicant and the 2534 Design Review Committee (DRC) on different location and design for this WCF, this emerged as the preferred location among both those groups, and a “DRC approved” design. Part of that siting consideration also includes full consent of a property owner, and acceptance of the proposed design, size, scale, and such.

The Applicant has also provided additional documentation on “justification” – showing coverage maps at the current state, with a 36-foot administratively-approvable tower, and with the proposed tower. Staff believes that with this growing area of Northern Colorado, this tower site will serve our expanding neighborhoods and commercial areas, and concurs that this area would benefit from better wireless service coverage.

Another May 13th concern was with the technical specs provided to the Commission. The submittal materials from RF engineers and other technical specs are submitted, effectively under oath of truthfulness and, without resident experts on staff, which few municipalities can engage, the Town accepts these materials as presented as is customary and typical.

The minor one design change is a canopy over the equipment cabinets to protect from hail and inclement weather. Staff believes this offers additional visual screening of these facilities, especially from upper-level rooms in the nearby hotel.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Based on the application received and the preceding analysis, the Planning & Zoning Commission finds that the proposed request for a Use by Special Review to allow a seventy foot (70') tall Wireless Communication Facility (WCF) as an Alternative Tower Structure, camouflaged to appear as a pine tree is compatible with applicable Town standards and regulations, and maintains the harmonious relationships stated in the PUD purpose, and therefore moves to recommend to the Town Council approval of the proposed Use by Special Review request as presented.

Alternate Motions

- A. Approve With Conditions: “...and therefore moves to recommend to the Town Council approval of the the proposed Use by Special Review request as submitted, and with the following conditions:”
 - 1.
- B. Deny: “I move that the Commission recommend to the Town Council denial of the proposed Use by Special Review request, with the following findings...”

Examples/options:

- 1. Is not in keeping with or furthering the town’s Comprehensive Plan;
- 2. Is incompatible with the surrounding neighborhood;
- 3. ...

The Community That Cares

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P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Submitted by:



Kim Meyer
Planning & Development Director



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: **Public Hearing – First Reading** Ordinance No. 2021-196: An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors

ACTION PROPOSED: Consider First Reading of Ordinance No. 2021-196

ATTACHMENTS:

1. Ordinance 2021-196
2. Outdoor Vendor Policy

PRESENTED BY: Kim Meyer, Town Planner
Diana Seele, Town Clerk

Enclosed for review and consideration is Ordinance No. 2021-196, an ordinance amending Chapter 6 of the Johnstown Municipal Code to include Article XI, Outdoor Vendors.

Due to the recent interest in mobile food trucks in the Town, Town Staff is recommending that the Town Council adopt an ordinance related to outdoor vendors in order to regulate the sale of goods and services within the Town, support and enhance the Town's business community and ensure appropriate activities and uses within the various commercial areas and residential neighborhoods in the Town. With limited exception as set forth in the ordinance, outdoor vendors are defined to include any person, whether as owner, agent, consignee or employee, who sells or attempts to sell, or who offers to the public free of charge, any services, goods, wares or merchandise in the Town.

The proposed regulations require outdoor vendors to submit an application to the Town Clerk at least 14 days prior to operation, which will require, among other matters, that the applicant: (i) describe the type of vending operation, the period of time for the vending operations and the designated location of the vending operations; (ii) provide a certificate of insurance and county health department permits; and (iii) pay a license fee in the amount that shall be set forth in the Town Fee Schedule. If the application is approved, the Town Clerk will issue an outdoor vendor license to the applicant.

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Once issued, the Town staff has discretion to temporarily suspend or revoke the outdoor license based on a licensee's failure to comply with the terms of the license, the ordinance or other pertinent reasons. Any suspension or revocation is subject to an appeal process, including, ultimately, an appeal to the Town Council.

The ordinance also provides that the Town Manager has authority to implement policies and procedures related to outdoor vendors. A copy of the proposed outdoor vendor policy is included herewith. The policy sets forth matters regarding the operations of, and restrictions relating to, the outdoor vending business, including the permissible hours and locations of the vending operations, to ensure that vending occurs in a reasonable manner that respects existing neighborhoods and businesses.

LEGAL ADVICE:

The ordinance presented was drafted by the Town Attorney.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve Ordinance 2021-196 as presented on first reading.

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance No. 2021-196, an Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors upon first reading.

For Denial

I move to deny Ordinance No. 2021-196 as presented upon first reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2021 -196

**AN ORDINANCE AMENDING CHAPTER 6 OF THE
JOHNSTOWN MUNICIPAL CODE TO INCLUDE
ARTICLE XI, OUTDOOR VENDORS**

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

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

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

WHEREAS, to regulate the sale of goods and services within the Town, support and enhance the Town's business community and ensure appropriate activities and uses within the various commercial areas and residential neighborhoods in the Town, the Town Council desires to adopt policies and procedures regulating outdoor vendors and the use of food trucks and pushcarts in the Town; and

WHEREAS, the Town Council finds that it is in the best interest of the Town of Johnstown to amend Chapter 6 of the Johnstown Municipal Code to include Article XI, Outdoor Vendors.

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

Section 1. Chapter 6 of the Johnstown Municipal Code shall be amended to include Article XI, Outdoor Vendors, and shall read as follows:

ARTICLE XI OUTDOOR VENDORS

Sec. 6-200 Purpose; administration.

- (a) The permitting of outdoor vendors is intended to regulate the sale of goods and services within the Town to support and enhance the Town's vibrant business community and ensure appropriate activities and uses within the various commercial areas and residential neighborhoods within the community.
- (b) The Town Manager is hereby delegated authority to implement rules and regulations governing outdoor vendors that are not inconsistent with the provisions of this Article. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk.

Sec. 6-201 - Definitions.

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

Food shall mean any edible item intended for human consumption, including beverages.

Mobile food truck shall mean a legal, licensed motorized wheeled vehicle or towed, wheeled trailer designed and equipped to prepare and/or serve food from the interior of the truck or trailer.

Outdoor vendor shall mean any person, whether as owner, agent, consignee or employee, who sells or attempts to sell, or who offers to the public free of charge, any services, goods, wares or merchandise, including, but not limited to, food or beverage, from any approved outdoor location, except that outdoor vendor shall not include a person who:

- (1) Vends from private non-residential property where the same or similar services or goods are also offered on a regular basis from an indoor location on such premises;
- (2) Vends directly and exclusively to manufacturers, wholesalers, or retailers for the purpose of resale;
- (3) Vends by or on behalf of the Town or at an outdoor event sponsored by the Town;
- (4) Vends from property owned by the Town, if such vending is pursuant to a concession agreement or other agreement with the Town;
- (5) Vends at a garage or yard sale at a residence held outside or within a garage or residential accessory building;
- (6) Vends outdoor transportation services as a public utility under a certificate of public convenience and necessity issued by the Colorado Public Utilities Commission or as a provider of public transportation by or on behalf of a governmental agency;
- (7) Vends by or on behalf of any public or private school;
- (8) Delivers preordered packaged food; or
- (9) Vends pursuant to a Town-issued special events permit.

Outdoor Vendor Policy shall mean a policy setting forth rules and regulations adopted by the Town Manager regulating the activities of outdoor vendors and the use of mobile food trucks and pushcarts in the Town.

Packaged shall mean bottled, canned, cartoned, securely bagged or securely wrapped, whether packaged in a food establishment or a food processing plant. Packaged shall not include a product in a wrapper, carry-out box or other nondurable container used to protect food during the service and receipt of the food by the consumer.

Private property shall mean any location that is not a public facility, right-of-way, park, plaza, street, alley or sidewalk.

Pushcart or *cart* shall mean a mobile vending cart or pushcart that is not motorized or attached to a vehicle and is designed to vend from the exterior of the unit. A pushcart or cart may not exceed ten (10) feet in length (excluding the length of any trailer hitch), four (4) feet in width, and eight (8) feet in height; carts larger than these dimensions shall be considered mobile food trucks for the purposes of this Article, when vending food and beverage items.

Vend or *vending* shall mean the sale, attempt to sell, or offering to the public of any services, goods, wares or merchandise.

6-202 - Licenses required.

- (a) An outdoor vendor shall obtain an outdoor vendor license for each mobile food truck, vehicle, pushcart or other outdoor point-of-sale structure used to vend the sale of goods and services in compliance with the provisions of this Article.
- (b) An outdoor vendor shall obtain and maintain all licenses or permits required by fire districts, health departments, and county, state, or federal governments.

6-203 - Application for license; insurance; term; fee.

- (a) The Town Clerk shall create an application for an outdoor vendor license. The form of application shall be posted on the Town's website and be readily available to the public. In addition to the information required in the application, the Town Clerk may request and require any other information necessary to consider the request for an outdoor vendor license.
- (b) An application for a license shall be submitted to the Town Clerk no less than ten (10) business days prior to the first day of proposed operation.
- (c) If intending to operate on any public street or public property, an outdoor vendor shall obtain and maintain general liability, automobile, and workers compensation insurance, in the amount required in the application, shall provide certificates of insurance to the Town with the application, and, except for workers compensation, name the Town as an additionally insured party.
- (d) A request for a modification of an existing license to add new locations or modify other license restrictions or conditions, as applicable, shall be submitted to the Town Clerk and shall meet all of the requirements and be reviewed in the same manner as an application for a license hereunder.
- (e) Each license shall be valid for the then-current calendar year and, assuming compliance with this Article and the Outdoor Vendor Policy, may be renewed on January 1 of each year thereafter.
- (f) An applicant shall pay a license fee for the issuance, modification, or renewal of an outdoor vendor license in an amount determined by resolution of the Town Council in the Town Fee Schedule. The license fee shall be due and payable with the submission of the application and shall be returned if an outdoor vendor license is not issued.

6-204 - Review and approval of application.

- (a) The Town Clerk shall timely review each outdoor vendor license application and make a determination as to whether the application contains the required information and, if so, whether the issuance of a license is consistent with the requirements of this Article and the Outdoor Vendor Policy and compatible with the public interest. In making such determination, the Town Clerk, in consultation with Town staff as appropriate, shall consider, among other appropriate factors:
 - (1) The degree of congestion of any public right-of-way that may result from the proposed use and the design and location of any operating locations on private property, including the probable impact of the proposed use on the safe flow of vehicular and pedestrian traffic. Factors to be considered shall include, but not be limited to, the width of streets and sidewalks, pavement type, the volume of traffic, and the availability of off-street and on-street parking;
 - (2) The proximity, size, design and location of existing street fixtures and furniture at or near the specified locations, including, but not limited to, signposts, lampposts, bus stops, benches, telephone booths, planters and newspaper vending devices;

- (3) The probable impacts to a neighborhood, commercial, district, or sensitive or historic area that may result from noise, odors, congestion of a street or gathering place;
 - (4) The probable impacts of the proposed use on the maintenance, care and security of the specified location, if location is on public property or right-of-way;
 - (5) The level and types of outdoor vendor activity already licensed for the specific location(s) proposed in the application; and
 - (6) Whether the proposed use conforms to the zoning requirements of the specified location.
- (b) If the Town Clerk determines that the issuance of a requested outdoor vendor license would be consistent with the requirements of this Article and with the requirements of the Outdoor Vendor Policy, with or without additional conditions, the Town Clerk shall issue the license, subject to any such conditions. If the Town Clerk determines that the issuance of an outdoor vendor license would not be consistent with the requirements of this Article or the Outdoor Vendor Policy, the Town Clerk shall notify the applicant of his or her determination in writing, with an explanation of the reasons for such denial.

6- 205 – Temporary suspension due to changed conditions.

The Town Clerk may suspend the vending operation of any licensee or all licensees at any designated location if the Town Clerk, in consultation with appropriate Town staff, determines that the licensed activity in such location no longer meets the requirements of this Article or the Outdoor Vendor Policy due to construction activity or other changed conditions affecting public health, safety, or welfare. In such event, the Town Clerk shall provide written notice to the affected licensee(s) of the temporary suspension of the license(s). The authorization to resume operations in such location shall not be reinstated until such time, if at all, as the Town Clerk provides additional written notification. A temporary suspension as contemplated herein shall not extend the term of the affected license(s).

6-206 - Revocation or nonrenewal.

The Town Clerk, in consultation with appropriate Town staff, may, by providing written notice to the licensee, temporarily suspend, permanently revoke or decline to renew any outdoor vendor license if the Town Clerk determines that any of the following have occurred:

- (a) The application contained fraud, misrepresentation or a false statement of fact;
- (b) The licensee makes a fraudulent or false representation of fact in the course of business operations under the license;
- (c) The licensee fails to remit sales tax due and owing to the Town;
- (d) The licensee fails to operate or supervise operations conducted under the license to ensure the licensed activities comply with the terms of the license, the provisions of this Article and the Outdoor Vendor Policy;
- (e) The licensee authorizes, condones, or knowingly tolerates unlawful vending operations or any operation conducted in such a manner as to constitute a menace to the health, safety, or general welfare of the public;
- (f) The licensee fails to maintain the required insurance; or
- (g) The licensee's activities are not in compliance with this Article, the Outdoor Vendor Policy or any other provision of the Code.

6-207. - Appeal.

- (a) Any person aggrieved by the action of the Town Clerk as set forth in this Article, may, within ten (10) days of receipt of written notice from the Town Clerk, file a written appeal to the Town Manager. The Town Manager shall thereafter promptly review the appeal and, after taking action that the Town Manger deems appropriate, provide written notification to the licensee affirming the Town Clerk's decision, affirming the Town Clerk's decision with conditions, or reversing the Town Clerk's decision.
- (b) Within ten (10) days of receipt of written notice from the Town Manager, the licensee may appeal the Town Manager's decision to the Town Council by providing written notice to the Town Clerk. The Town Clerk shall thereafter, as soon as reasonably practicable, set a hearing before Town Council. The Town Council's decision shall be final and conclusive.
- (c) For purposes of this section, written notice shall be deemed received upon hand delivery, delivery of electronic mail correspondence containing the written notification, on the condition that the recipient acknowledges receipt of the electronic mail, or three (3) days after placing the written notification in the U.S. Mail. Written notice to the licensee shall, if delivered by U.S. Mail, be sent to the licensee's last known address, which, unless the licensee otherwise notifies the Town, shall be the address contained on the application.

6-208. – Violation; cumulative remedies.

- (a) Any person who violates any provision of this Article or the Outdoor Vendor Policy may be punished in accordance with the provisions of Article IV of Chapter 1 of the Code.
- (b) No remedy provided herein shall be exclusive, but the same shall be cumulative. The taking of any action permitted by this Article shall not preclude or prevent the taking of other action, including the filing a charge or conviction of a violation of this Article in the Municipal Court.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule 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 shall be 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the
Town Council of the Town of Johnstown, Colorado, this ____ day of _____,
2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

OUTDOOR VENDOR POLICY
(per JMC Chapter 6, Article XI) – V3.25

I. DEFINITIONS

Unless otherwise defined here, the definitions contained in Article XI of Chapter 6 of the Johnstown Municipal Code shall apply. For purposes of this Outdoor Vendor Policy, the following terms shall have the following meanings:

Blockface shall mean one street-facing side of a block between street intersections.

Commissary shall mean a commissary that is approved as such under the laws and regulations of the State and County that govern retail food establishments.

Commissary-prepared shall mean fully prepared, cooked, and assembled in a licensed commissary, without further preparation, cooking, or no to minimal assembly after leaving said commissary. Heating and cooling of commissary-prepared foods is permitted.

Construction mobile food vendor shall mean any mobile food vendor operating in any construction location from a mobile food truck or pushcart with the intent of making temporary stops to service construction workers.

Mobile food vendor shall mean an outdoor vendor who sells and serves food and/or nonalcoholic beverages from a mobile food truck, pushcart or other nonpermanent location.

Neighborhood mobile food vendor shall mean a mobile food vendor operating in a predominantly residential area or any residential zoning district from a mobile food truck or pushcart with the intent of making temporary stops to service residents in the immediate neighborhood.

II. OUTDOOR VENDOR OPERATIONS AND RESTRICTIONS

The following operations and restrictions shall apply to outdoor vendors.

- (a) No licensee may use for the purpose of on-site storage, display or sale, any mobile food truck, vehicle, pushcart, kiosk, not described on the face of the license.
- (b) Mobile food trucks, vehicles, pushcarts, structures or devices shall be located only:
 - (1) In a legal parking space that is:
 - a. An on-street parking space that is parallel to an adjacent walkway or landscape area suitable and safe for pedestrians; or
 - b. On private property, in a manner that complies with applicable parking regulations set forth in the Code and does not substantially reduce the required parking of the primary use on the site (not more than 20% of spaces);
 - (2) In such a manner as to maintain safe movement of vehicular and pedestrian traffic, parking lot circulation, and ADA access;
 - (3) In locations that are no more than twelve (12) inches from a curb or edge of the travel lane, or in designated off-street parking areas;
 - (4) No less than twenty-five (25) feet from any street intersection, if on a public or private drive or street; and
 - (5) In locations that are at least three hundred (300) feet from the entrance to any public or private elementary, middle, or high school, without written permission from the school or district.
- (c) No licensee shall operate during the hours of 10:00 p.m. to 5:00 a.m. in non-residential areas, or 8:00 p.m. to 8:00 a.m. within three hundred (300) feet of any residential structure, and must remove any non-operational mobile food truck, vehicle, pushcart, kiosk, table, chair, stand, box, container or other structure or display device from the location during those hours and anytime the license is not actively operating.

- (d) No licensee shall park or operate at any single public or private location for more than eight (8) hours in a 24-hour period. Screened storage vehicle parking on a private lot is permitted at any time, such that any vehicle, cart, container and associated signage is clearly stored and not visible from adjacent properties, drives, or rights-of-way.
- (e) Every licensee must obtain the written consent of the property owner to operate on any private property. If operating under a Special Event Permit, these requirements may not be applicable.
- (f) No licensee may provide drive-in or drive-through services. If operating under a Special Event Permit, these requirements may not be applicable.
- (g) Each licensee who, during the course of its licensed activities, operates within or enters upon a public right-of-way or publicly owned property shall maintain liability insurance in an amount and type to be set annually by the Town in writing with proof of the same to be presented at the time of submission of the application. Any licensee who fails to provide proof of such insurance shall be prohibited from operating within or entering upon such property. If operating under a Special Event Permit, these requirements may not be applicable.
- (h) Each licensee shall pick up and dispose of any paper, cardboard, wood or plastic containers, wrappers or any litter or debris which is deposited within twenty-five (25) feet of the designated location or within twenty-five (25) feet of the point of any sale or transaction made by the licensee if the radius of the designated location exceeds twenty-five (25) feet. The licensee shall provide a suitable container for the placement of such litter by customers or other persons, and be responsible for removal of all such debris from the site.
- (i) Each licensee shall maintain in safe condition any mobile food truck, vehicle, pushcart, structure, or device, so as not to create an unreasonable risk of harm to the person or property of others.
- (j) No licensee shall leave unattended any mobile food truck, vehicle, pushcart, structure, or device.
- (k) Each licensee shall prominently display the outdoor vendor license issued by the Town in a location readily visible to the public on each mobile food truck, vehicle, pushcart, structure, or device.
- (l) Each licensee operating in an on-street location, public or private, must vend only from an adjacent paved sidewalk or safe landscape area, and not from the street-side or adjacent parking spaces.
- (m) Each licensee shall comply with the provisions of all applicable ordinances of the Town as well as the requirements of all state and federal laws, including, but not limited to, Town noise restrictions, sign regulations, limitations on discharge of liquid waste, sales and use tax requirements and food safety and other related requirements established by State or County regulation.
- (n) Each licensee shall have an affirmative and independent duty to determine the safety and suitability of any particular stopping point or location of operation, both in general and at any particular time and to operate in a manner reasonably calculated to avoid and prevent harm to others in the vicinity of the licensee's operations, including, but not limited to, potential and actual customers, pedestrians, and other vendors or vehicles.
- (o) No licensee shall stop to vend within five hundred (500) feet of another vendor.
- (p) No licensee shall stop to vend food or beverages within one hundred (100) feet of the front entrance of an established restaurant without dated written permission from the manager or owner of that establishment.
- (q) The following additional requirements shall apply to particular types of outdoor vendor licensees, as specified. These categories relate to operations of the business and are not exclusive. One outdoor vendor may fit into more than one category in a given day:
 - (1) PUSHCART vendors shall:
 - a. Vend only on private lots, or on sidewalks in locations where parallel parking is allowed;
 - b. Vend only food and nonalcoholic beverages that are commercially-packaged or commissary-prepared.
 - c. Limit the time in any one location, within a twenty-four (24) hour period, to:
 - 1. Eight (8) hours on any particular non-residential private lot;

- 2. Two (2) hours on any particular residential private lot; or
 - 3. Two (2) hours on any particular blockface if vending on a public sidewalk or space; and
 - d. Not cause undue obstruction of any public sidewalk.
- (2) CONSTRUCTION mobile food vendors shall:
- a. Only operate on or immediately adjacent to lots where new, active construction is taking place;
 - b. Not stop to vend for more than two (2) hours within an eight (8) hour period; and
 - c. Not stop to vend in residential areas that have less than three (3) single family dwellings being constructed within a 500 hundred (500) foot radius.
- (3) NEIGHBORHOOD mobile food vendors shall:
- a. Vend only on streets in locations in residential use areas where parallel parking is allowed;
 - b. Vend only in locations that are sited at least fifty (50) feet from the edge of the nearest residential driveway(s) along the same blockface;
 - c. Vend only food and nonalcoholic beverages; and
 - d. Not stop to vend for more than fifteen (15) minutes in any particular cul-de-sac, or on any particular blockface; and not stop to vend for more than two (2) hours in any location adjacent to a public or private park or open space area or park owned by the homeowners' association or metropolitan district, that space being at least twenty-five (25) feet wide where it meets the street or sidewalk, unless dated, written permission by the respective association or district has been granted for up to four (4) hours in a single location.
- (4) ALL MOBILE FOOD vendors shall, in addition to specific operational and locational requirements in subsections (1)-(3) above:
- a. Vend only on lots in non-residential use areas or on streets in locations in residential use areas where parallel parking is allowed, that meets all other locational criteria of this Policy;
 - b. Vend only food and nonalcoholic beverages;
 - c. Permanently affix or paint all signage on the mobile food truck, with no sign, flags, or banners in or alongside street right-of-way or across roadways, except as allowed in subsection (d); and
 - d. Utilize only weighted A-frame/sandwich board signs; maximum of six (6) SF of total area per sign face; maximum of one such sign per location; securely anchored to the ground; located within ten (10) feet of the vehicle used; may not obstruct ADA access or access to any public walk or right-of-way.
- (5) Outdoor vendors of miscellaneous goods and services, not food or transportation services, shall operate only on lots in non-residential use areas.
- (6) Outdoor vendors of TRANSPORTATION services shall:
- a. Operate in accordance with all local, state, and federal traffic laws and regulations;
 - b. Limit stopping, parking, or standing in street rights-of-way or alleys so as to avoid delay or any obstruction of traffic; and
 - c. Operate so as to avoid obstruction of pedestrian traffic and not on sidewalks.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: Public Hearing First Reading: An Ordinance Amending Section 17-230(A) Of The Johnstown Municipal Code Concerning Impact Fees Imposed On Behalf Of The Loveland Fire Rescue Authority

ACTION PROPOSED: Consider Amending the LFRA Impact Fees as presented upon First Reading

ATTACHMENTS:

1. Ordinance 2021-197
2. Loveland Fire Rescue Authority Impact Fee Update- Final Report Jan 13, 2021
3. Loveland Fire Rescue Authority Impact Fee Presentation
4. Loveland Fire Rescue Authority Resolution No. R-124
5. City of Loveland Resolution R-34-2021

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Ordinance 2021-197 which would amend the current impact fees charged, and provide for an increase to the impact fees assessed by Loveland Fire Rescue Authority (LFRA) for new construction within their service territory. Recently, LFRA embarked on an update to its impact fees and included as an attachment is a presentation which may be provided by Chief Miller or a representative of LFRA. The presentation provides detailed information complementing the formal study which is also included in this agenda item, providing evidence of the need to increase the impact fees for LFRA. The impact fees which as previously mentioned are charged when a new construction building permit is issued are used for capital projects to meet increased demands in LFRA's service area.

Based on some basic research, the last time fees were increased, specifically those associated with LFRA, was in March 2015. You may also recall that in December 2018, Town Council approved impact fees for Front Range Fire Rescue. The fees proposed for adoption this evening, are slightly less than those that were approved for Front Range Fire Rescue in 2018. The City of

The Community That Cares

www.TownofJohnstown.com

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Loveland has adopted these fees already, and it is the intent of LFRA to present in the near future to Larimer County to request their support of the new fee adoption in the interest of uniformity.

LEGAL ADVICE:

The Ordinance enclosed was drafted by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Staff recommends approval of the Ordinance as presented upon first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance 2021-197 modifying the Loveland Fire Rescue Authority Impact Fee amending Section 17-230(A) as presented upon First Reading.

For Denial: I move we deny Ordinance 2021-197 as presented upon First Reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021- 197**

**AMENDING SECTION 17-230(a) OF THE JOHNSTOWN
MUNICIPAL CODE CONCERNING IMPACT FEES IMPOSED
ON BEHALF OF THE LOVELAND FIRE RESCUE AUTHORITY**

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

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

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

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

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

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

WHEREAS, by Ordinance No. 2018-151, based on a request from the Authority and pursuant to a nexus study dated October 19, 2017 that evaluated the nexus between new development within the Authority’s jurisdictional boundaries and the projected impact that such development had on the Authority’s Capital Facilities (“Nexus Study”), the Town agreed to impose an impact fee on the Authority’s behalf; and

WHEREAS, concurrently therewith, the Town and the Authority entered into an Intergovernmental Agreement for the Assessment, Collection and Remittance of Emergency Services Impact Fees with the Authority dated February 5, 1998 (“IGA”); and

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

WHEREAS, on or about January 13, 2021, the Authority obtained an of an updated nexus study prepared by BBC Research & Consulting, Inc. (“Updated Nexus Study”); and

WHEREAS, the Updated Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the Authority’s capital facilities at a rate no greater than necessary to defray the impacts directly related to development within the jurisdictional boundaries of the Authority and concluded that the following impact fees are warranted: \$1,000.00 per single family home, \$692.00 per multi-family home, \$0.60 per square foot of commercial and \$0.12 per square foot of industrial; and

WHEREAS, on January 27, 2021, the Authority’s Board of Directors adopted a Resolution approving the updated impact fee schedule at the levels set forth in the Updated Nexus Study, upon adoption of such updated impact fee schedule by the governing bodies of the municipalities and county served by the Authority; and

WHEREAS, on April 19, 2021, the Authority presented the findings of the Updated Nexus Study to the Town Council and requested that the Town Council adopt the updated impact fee schedule; and

WHEREAS, after duly considering the Authority’s request, the Town agreed to impose the updated impact fee schedule on the Authority’s behalf; and

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

WHEREAS, based on the foregoing and based on the Updated Nexus Study, the Town Council desires to amend Section 17-230(a) to modify the impact fees imposed on behalf of the Authority.

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

Section 1. Section 17-230(a) of the Johnstown Municipal Code shall be amended to read as follows:

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

(a) Loveland Fire Rescue Authority. All residential and nonresidential development within the jurisdictional boundaries of the Loveland Fire Rescue Authority shall be subject to the payment of a fire and emergency services provider facilities development fee at the time of building permit issuance, pursuant to this Section and Sections 17-216 through 17-223 as follows:

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$1,000.00
Multifamily	\$692.00
Nonresidential	
Use Type	Fee Per Square Foot
Commercial	\$0.60
Industrial	\$0.12

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 4. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule 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 shall be 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 _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Loveland Fire Rescue Authority Impact Fee Update

FINAL REPORT

Final Report

December 14, 2020

Revised January 13, 2021

Loveland Fire Rescue Authority Impact Fee Update

Prepared for:

Loveland Fire Rescue Authority
410 East 5th St
Loveland, CO 80537

Prepared by:

BBC Research & Consulting
1999 Broadway, Suite 2200
Denver, Colorado 80202-9750
303.321.2547 fax 303.399.0448
www.bbcresearch.com
bbc@bbcresearch.com

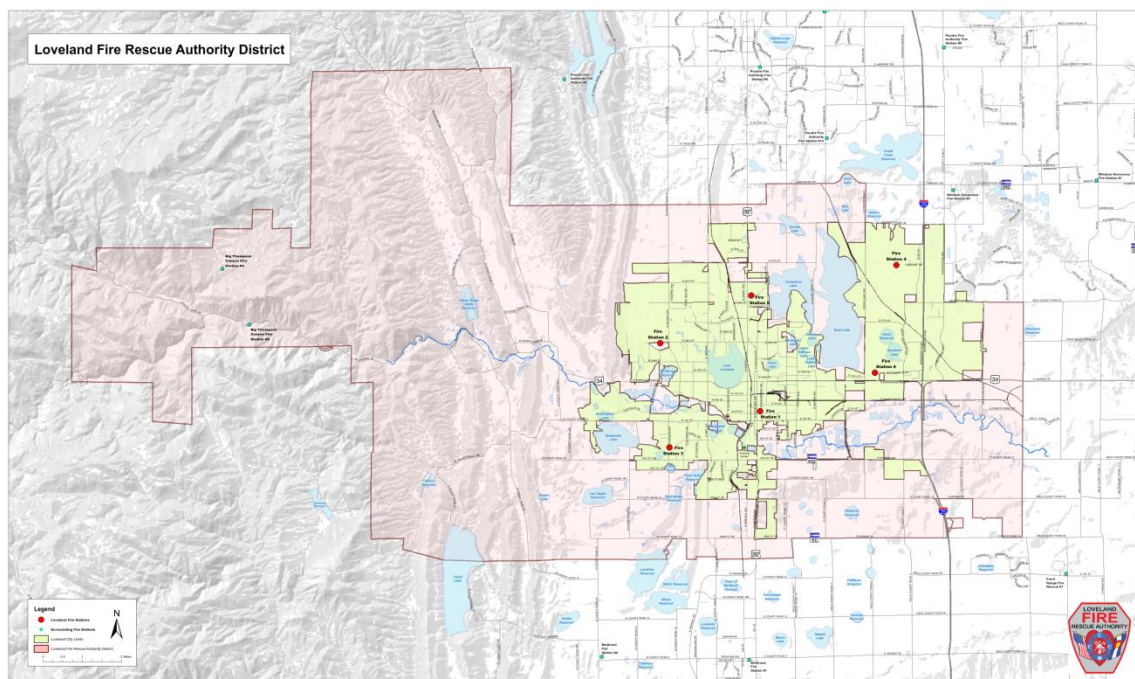
SECTION I.

Introduction

Loveland Fire Rescue Authority (LFRA) provides fire, rescue, and emergency medical services as well as public education in Larimer County, serving the City of Loveland, a portion of the Town of Johnstown and parts of unincorporated Larimer County, as shown in Figure I-1. LFRA services a total area of 190 square miles, including both urban and rural land uses, and responds to approximately 8,600 calls per year.

Many Colorado communities impose development impact fees for expansion of public infrastructure. Some cities have entire suites of fees with separate charges for multiple infrastructure categories (e.g., streets, parks, and fire protection). Colorado statute and a series of United States Supreme Court decisions dictate the amounts that communities can charge in impact fees and how they can devise, impose, and spend them. Because of those requirements, LFRA retained BBC Research & Consulting (BBC) in 2017 to conduct a feasibility assessment and prepare a report documenting the calculation of appropriate fees for its services. This report documents BBC's analysis and recommendations for updating the impact fee system that would recover the proportional capital costs associated with new development.

Figure I-1.
Loveland Fire Rescue Authority Service Area



Source: LFRA.

A. Impact Fee Requirements

Although there is no universally accepted definition of defensible impact fees, most feasibility assessments focus on the following requirements:

- *One-time application*, meaning that fees are a one-time payment for new development;
- *Restricted use*, meaning that fees are only applicable to infrastructure expansion projects;
- *New development*, meaning that fees are only applicable to new development and not improvements to existing developments; and
- *Proportionality requirements*, meaning that fees must be limited to the proportionate share of the capital costs associated with providing services to the new development.

For example, Juergensmeyer and Thomas (2008) describe impact fees as:

"Fees collected through a set schedule or formula, spelled out in a local ordinance fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure..."¹

1. Colorado requirements. Consistent with Juergensmeyer and Thomas's (2008) description of impact fees, Colorado law specifies the following requirements for impact fees:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for capital infrastructure projects:
 - Applicable projects must have a five-year life.
 - No funds can be diverted for operations, maintenance, repair, or facility replacement.
- Impact fee revenue must be segregated from other revenue and used for the purposes for which it was collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenue must be used for capital infrastructure expansion. No funds can be used for correcting existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

2. Supreme Court decisions. Impact fees must also be in accordance with a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee requirements are often referred to as *Nollan* and *Dolan*.² Guidance from those decisions requires that there be an "essential nexus" between the fee and the community's interest. In *Dolan v. City*

¹ Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

² *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and *Dolan v. City of Tigard* (1994) 114S.Ct. 2309.

of *Tigard* (1994), the Supreme Court held that, in addition to an “essential nexus,” there must be “rough proportionality” between the proposed fee and the impacts that the fee is intended to mitigate. In *Dolan*, the Court further ruled that “rough proportionality” need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the project:

*"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."*³

Over the past two decades since *Dolan*, many communities have imposed impact fees, resulting in a broad set of common practices when considering how best to reflect judicial and statutory requirements in designing new fees.

B. Fee Applicability

As noted above, communities can only use impact fee revenue to cover the costs of any necessary expansion of public infrastructure that is needed to serve new development. In addition, fee amounts can only be set in a manner that is proportional to the cost of such infrastructure expansion.

1. Public infrastructure. *Public or capital infrastructure* is the physical component of public services. Under Colorado statute, the definition of *infrastructure* can include all equipment that has at least a five-year lifetime. It does not include personnel or any elements of service costs, even in circumstances where new staff is required to operate new facilities. Public infrastructure generally includes buildings, facilities, parking, lighting, recreation centers, or other support facilities. Capital infrastructure generally includes streets, parks, administrative facilities, specialized fire or police buildings, and recreational facilities.

2. Nature of infrastructure investments. Not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make infrastructure investments not because of growth pressures but for the repair and replacement of existing facilities. For example, communities often make infrastructure investments related to:

- *Repair and replacement of existing facilities*, such as annual building maintenance or replacing a roof;
- *Betterment of existing facilities*, such as introducing new services or improving existing infrastructure without increasing service capacity; and
- *Facilities expansions*, such as expanding an existing building to accommodate growing personnel requirements.

³ *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

Communities are not allowed to account for such investments as part of impact fee calculations.

C. Capital Standards

In designing impact fees, communities must determine the appropriate capital standards applicable to each category of infrastructure. Facility standards, such as library space or recreation facilities per household, can vary widely between communities. Whereas some states have legislation that describes such criteria with great specificity, other states—like Colorado—use more general standards.

1. Replacement value approach. Typically, determining capital standards involves estimating the replacement value of specific capital facilities and the qualified equipment necessary for each category of infrastructure. For example, a city of 2,500 homes with a 20,000 square foot recreation center that has a replacement value of \$5 million would have a recreation center standard of 8 square feet per housing unit (i.e., $20,000 \text{ square feet} / 2,500 \text{ homes} = 8 \text{ square feet per home}$) and a replacement value of \$250 per square foot (i.e., $\$5 \text{ million} / 20,000 \text{ square feet} = \$250 \text{ per square foot}$). Thus, each existing residence would have an embedded recreational investment of \$2,000 per home (i.e., $\$250 \times 8 \text{ square feet} = \$2,000 \text{ per home}$), representing the community's recreational facility standard, which is what a developer could be charged for recreational facilities for each new unit.

If capital standards are defined using a replacement value approach, then calculations of those standards must account for any debt that applies against the relevant infrastructure. Because current residents are already responsible for that debt, it would be duplicative and inappropriate to charge developers impact fees that also include that debt.

2. Plan-based approach. Sometimes, communities use a *plan-based approach* to set capital standards, which relies on capital improvement or other specific plans for each department. A plan-based approach requires forecasts of residential and commercial growth and detailed data on capital expansion plans. Plan-based approaches must focus on expansion-related projects or the expansion portion of projects rather than betterment or replacement projects.

D. Other Considerations

Over time, some consensus has emerged on how best to ensure that impact fees comply with state statutes and court rulings. Many of the factors that communities must consider in designing fees appropriately are described above, but BBC also presents other considerations that communities must make.

- **Allocation by land use.** Courts have indicated that all forms of development that have facility impacts—that is, residential, industrial, and commercial developments—must pay their fair share of expansion costs. If one type of development is exempted from fees, then fees may not be sufficient to cover expansion costs that result from new development.
- **Use specificity.** Impact fee calculations vary between different forms and sizes of residential development and different uses of commercial buildings and how they impact demand for public services. When compelling evidence is available that the forms, sizes, or

uses of particular types of development will result in substantially different demands for public services, then communities' impact fees should reflect that information.

- **Redevelopment.** The application of impact fees raises questions about how to deal with the redevelopment of existing properties. The redevelopment of a residence—even if it involves full scraping—does not lead to an increase in service demands, because it is still one residential unit with no implications for service delivery costs or capital needs. In contrast, the redevelopment of a larger lot into multiple homes would be assessed an impact fee based on the net number of new residential units, because there would be clear implications for service delivery and capital needs. Commercial redevelopment would be subject to the same considerations.
- **Waivers.** Communities should not waive fees unless the funds are reimbursed from other sources such as the general fund or other contributions by the developer to system expansion that exceed the calculated fees.
- **Timing.** Fees should be assessed at the time that building permits are issued.
- **Updates.** Impact fee calculations should be updated periodically. Most communities update their fees every two or three years.
- **Fee design costs.** The cost of fee design studies can be recovered through impact fees and used to reimburse communities' general funds.

SECTION II.

Impact Fee Derivation

As described in Section I, there are several types of information that communities must consider to appropriately set their development impact fees, including determining capital standards. BBC used data from various sources to make appropriate considerations in developing updated development impact fees for LFRA.

- **Capital standards.** BBC used LFRA's planned future investment in facilities as the basis for determining capital standards for its new fees. We obtained that information directly from the Authority. The valuation included estimates of investments in furniture, fixtures, and durable equipment. Calculations of capital standards must account for any debt that exists in connection with relevant infrastructure.
- **Demand for services by land use.** It is important for communities to determine how impact fees should be allocated according to demand for services by land use so that all forms of development pay their fair share of expansion costs. LFRA's data on calls for service indicate that the majority of demand for services is for single family residential purposes (53% single family residential, 16% multifamily residential, 30% commercial, and 1% industrial). BBC allocated LFRA's updated development impact fees accordingly, because the mix of future development in the region is not expected to differ substantially from current land use.
- **Use specificity.** To the extent possible, impact fees should reflect the degree to which different forms, sizes, and uses of particular types of development will result in different demand for public services. However, there is no compelling evidence that suggests that larger homes create more demand for public services than smaller homes. In addition, there is uncertainty about the nature of future commercial development. As a result, BBC treated all residential units equally and all commercial units equally as they relate to public service demand.
- **Fee design costs:** The cost of fee design studies can be recovered through impact fees, so BBC has included the cost of this report in the fee calculations.
- **Proportionality:** By using LFRA's planned future investment in facilities to derive capital standards and then setting fee rates to replace the future standards of facility investment, BBC has ensured that proportionality has been reasonably and fairly derived.

A. LFRA Budget Overview

The Loveland Rural Fire Protection District collects property tax revenue through an 8.708 property tax mill in Larimer County, which it uses to fund its contribution of 18% of the LFRA's annual budget. A millage rate is the tax rate used to calculate local property taxes and represents the amount per every \$1,000 of a property's assessed value that a community would charge. The remaining 82% of LFRA's revenue is obtained from the City of Loveland General Fund, which is primarily derived from sales and use taxes. The 2020 LFRA Budget indicates the District will

collect approximately \$17.4 million of revenue this year. After interfund transfers for pension funds, bond repayment, and capital fund, LFRA projects operating expenses of \$17.4 million, most of which is allocated to personnel costs, including salaries, benefits, and volunteer incentives. However, LFRA also funds capital purchases through its operating budget. As discussed in Section I, capital investments are generally used for repair and replacement, betterment of facilities and service standards, and facilities expansion.

B. Impact Fee Calculations

BBC's calculations of updated development impact fees for LFRA includes the following steps:

1. Quantify the infrastructure investment needed to maintain current level of service given projected growth;
2. Develop estimates of LFRA's current patterns for calls for service; and
3. Calculate the fire protection infrastructure costs per unit of development (per household or per square foot of nonresidential development).

1. Projected growth and planned future investment. BBC previously conducted a growth analysis for LFRA as part of a capital expansion fee study for the City of Loveland completed in 2016. The household growth estimates in the 2016 report were based on data from the Larimer county Assessor and growth projections from the City of Loveland Annual Data and Assumptions Report and the North Front Range Metropolitan Planning Organization (NFRMPO).

For this report, BBC kept growth rate projections consistent with those developed as part of the original 2016 and 2017 reports. The ratio of single family residential to multifamily residential development was assumed to remain constant. In order to estimate the non-residential growth component, BBC used employment projections from the NFRMPO. Existing square feet per employee ratios were applied to the employment projections to estimate new non-residential building development. The forecast period for the impact fee calculations is a 15-year horizon, from 2020 to 2035.

Figure II-1 displays the LFRA Growth Projections. Over the 15-year planning horizon, development in the LFRA service area is estimated to produce 19,603 new residential units (14,234 of which are single family and 5,369 of which are multifamily). Non-residential development is expected to produce 6.6 million square feet of additional commercial space and 2.9 million square feet of industrial space.

Figure II-1.
LFRA Service Area Growth Projections

	Existing Development (2020)	Future Development: 2035 (15 year)		
		Growth Rate	Total	New Growth
Single family (units)	30,309	2.6%	44,543	14,234
Multifamily (units)	11,432	2.6%	16,801	5,369
Commercial (square feet)	18,084,420	2.1%	24,699,645	6,615,225
Industrial (square feet)	12,373,551	1.4%	15,242,762	2,869,211

Source: LFRA, Larimer County Assessor, City of Loveland Annual Data and Assumptions Report, NFRMPO, and BBC Research & Consulting.

The current CIP, updated as of 2020, details planned facilities and significant capital equipment for LFRA stations as shown in Figure II-2. This figure also shows the portion of these facilities that is attributable to new growth and therefore eligible to be included in the impact fee calculation.

Figure II-2.
LFRA Facilities and Capital Investment Plan through 2035 (15 years)

	Amount	Growth x Percentage	= Amount to Include in Fees
Fire Station #3 Replacement	\$6,000,000	0%	\$0
Fire Station #3 Repair & Renewal	\$256,500	0%	\$0
Fire Station #5 Addition	\$3,700,000	72%	\$2,664,000
Apparatus for Fire Station #5 Addition	\$750,000	100%	\$750,000
New Fire Station #10	\$7,500,000	100%	\$7,500,000
Apparatus for Fire Station #10	\$656,000	100%	\$656,000
New Fire Station #11	\$6,500,000	100%	\$6,500,000
Apparatus for Fire Station #11	\$1,500,000	100%	\$1,500,000
Additional Fire Equipment for New Fire Stations	\$1,442,306	100%	\$1,442,306
Training Center Phase I	\$2,641,228	71%	\$1,875,272
Training Center Phase II	\$16,083,365	38%	\$6,111,679
Training Classrooms - B Repair & Renewal	\$210,500	0%	\$0
Training Garage - C Repair & Renewal Training	\$4,000	0%	\$0
Command Center - E Repair & Renewal Training	\$37,000	0%	\$0
Burn Prop Repair & Renewal	\$173,500	0%	\$0
Fire station 4 Relocation	\$5,000,000	75%	\$3,750,000
Impact Fee Study	\$7,000	100%	\$7,000
Minus CEF Fund Balance	\$893,199	100%	\$893,199
Total	\$51,568,200		\$31,863,058

Source: City of Loveland Facilities Master Plan, Loveland Strategic Fire Plan, 2020 LFRA Capital Improvement Plan and discussions with LFRA staff.

Through 2035 there are nearly \$50 million in capital projects planned for LFRA, \$32 million of which are attributable to expected growth. The capital plan includes two new fire stations (#10 and #11) and an expansion of Station #5. The two new stations will serve future growth and are therefore 100 percent eligible to be included in the fee. Much of Station #5 will also serve new growth, although about \$540,000 of the planned investment will be for existing facility upgrades and not to accommodate new growth. As a result, 72 percent of the planned investment is eligible for inclusion in the fee study. Corresponding equipment and apparatus for the two new stations as well as the Station #5 addition are also included in the fee.

The new \$18.7 million fire training campus (Phase I and Phase II) is shown as partially fee eligible. Roughly 29 percent of the Phase I cost will replace existing facilities and therefore cannot be included in the fee. The remaining portion of the Phase I cost will serve new growth by expanding the department's training capacity and by tailoring training facilities to the specific demands of new development configurations, particularly related to multifamily and commercial development trends. Phase II of the Training Center, estimated to cost \$16.1 million, will fully replace LFRA's existing Fire Training Grounds but will also expand the department's training capacity substantially. The amount of Phase II to include in the fee calculation was determined

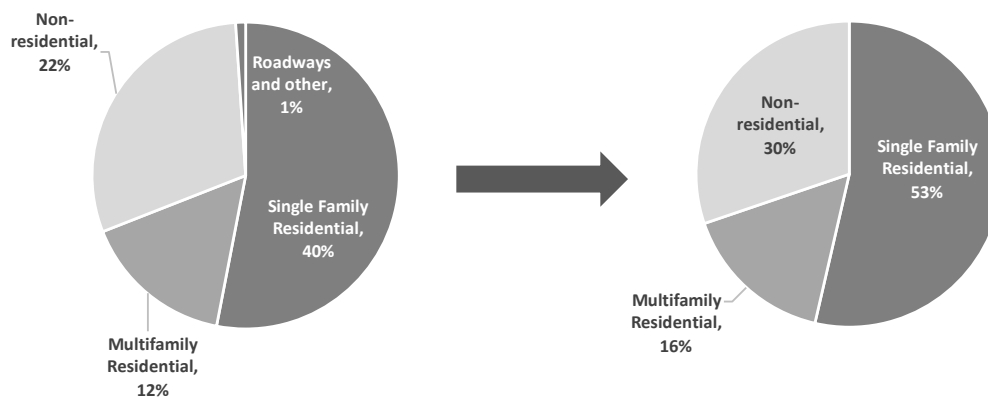
by deducting the current value of the existing training center (\$3.7 million) from the Phase II cost and then allocating 50 percent of the remaining cost to new growth (expansion of facilities) and 50 percent to current service (upgrade of facility quality). The final amount to be included in the fees is \$6.2 million—38 percent of the Phase II cost.

The relocation of Station #4 is also shown as partially fee eligible. Significant growth of the airport is anticipated due to the recent addition of a virtual air traffic control tower as well as residential growth projections. Due to this growth, LFRA must move the station from its current location to an area closer to the runway, in order to comply with Federal Aviation Administration (FAA) standards. Based on conversations with LFRA, at least 75 percent of the relocation cost can be attributed to new growth.

The replacement for Station #3 is shown in the capital plan but is not eligible to be included in the fee calculation because the replacement is necessary to maintain the current level of service rather than driven by future growth. Repair and renewal of existing stations and the current training center are not eligible to be included in the fee calculation for the same reason.

2. Demand for services by land use. Demand for services is not always equal across different land uses. BBC used existing calls for fire and EMS service as a proxy for demand in the fee calculations. In order to mitigate year-to-year fluctuations, BBC evaluated four years of call data (2017 through 2020) to determine the typical distribution of calls for service across different land use categories. Figure II-3 displays LFRA's calls for service by land use category. Calls classified as "Roadways" and/or "Other" cannot be attributed to a specific land use and are excluded from the impact fee calculation model. Over the four-year period, LFRA received close to 32,000 calls for service. Excluding calls that could not be classified by land use, 53 percent were to single family residential units, 16 percent were to multi-family residential developments, 30 percent were to commercial developments and 1 percent were to industrial developments. The distribution of calls for service between land uses is then applied to the growth projections to determine the future distribution of need for fire infrastructure.

Figure II-3.
Calls for Service (2017-2020) and Burden Distribution for Impact Fee Calculation



Note: Roadways and Other categories cannot be assigned to development type and are therefore excluded from the impact fee calculation.

Source: LFRA and BBC Research & Consulting.

3. Impact fee calculation. Figure II-4 uses LFRA's current service standards and infrastructure replication costs to determine appropriate single family residential, multifamily residential, commercial, and industrial impact fees. BBC used LFRA's calls for service by land use as a proxy for demand and assigned costs to different types of development accordingly. Figure II-4 presents fee calculations for each relevant type of development. The value of total fire infrastructure is presented in the top row of Figure II-4 (and is identical to the last row of Figure II-2).

- The first step in calculating the impact fees was to allocate the total value of future fire infrastructure proportionally to each type of development based on LFRA's burden distribution (i.e., demand for service) by land use. Thus, BBC allocated 53 percent, or \$14 million, to single family residential development, 16 percent, or \$4 million, to multifamily residential development, 30 percent, or \$7.9 million to commercial development, and 1 percent, or \$276,000, to industrial development.
- Next, BBC allocated infrastructure value for each type of development to each unit of future development, based on growth projections, within that category—that is, each dwelling unit for residential development and each square foot for non-residential development—to determine the relevant burden of each unit of future development on future infrastructure.

The result of allocating costs in the manner described above resulted in full cost recovery impact fees, which, as shown in the last three rows of Figure II-3 are \$1,187 per single-family unit, \$950 per multifamily unit, \$1.44 per commercial square foot, and \$0.12 per industrial square foot. This is compared to the existing maximum defensible LFRA impact fees of \$1,133 per single-family unit, \$747 per multifamily unit, \$0.98 per commercial square foot, and \$0.33 per industrial square foot. The Authority can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-4.
Full Cost Recovery Impact
Fees for LFRA**

Source:
LFRA and BBC Research & Consulting.

Calculation of Impact Fees	
Value of Future Fire Infrastructure	\$31,863,058
Future Burden Distribution (calls for service)	
Single family	53%
Multifamily	16%
Commercial	30%
Industrial	1%
Costs by Land Use Category	
Single family	\$16,901,047
Multifamily	\$5,098,034
Commercial	\$9,530,511
Industrial	\$333,465
Future Development through 2035	
Single family (in dwelling units)	14,234
Multifamily (in dwelling units)	5,369
Commercial (in square feet)	6,615,225
Industrial (in square feet)	2,869,211
Impact Fee by Land Use (rounded)	
Single family (per dwelling unit)	\$1,187
Multi-family (per dwelling unit)	\$950
Commercial (per square foot)	\$1.44
Industrial (per square foot)	\$0.12

SECTION III.

Summary and Recommendations

The development impact fees of \$1,187 per single family residential dwelling unit, \$950 per multifamily residential dwelling unit, \$1.44 per commercial square foot, and \$0.12 per industrial square foot that BBC recommends for LFRA's consideration represent maximum defensible amounts, and we recognize that the District may choose not to adopt fees as high as those amounts. BBC offers the following recommendations:

- LFRA should maintain its impact fee fund separate and apart from its general fund and make withdrawals from the former only to pay for growth-related infrastructure.
- LFRA should adhere to a written policy governing its expenditure of monies from its impact fee fund. The Authority should be prohibited from paying for operational expenses with impact fees, including the repair and replacement of existing infrastructure not necessitated by growth. In cases when LFRA expects new infrastructure to partially replace existing capacity and to partially serve new growth, cost sharing between its general fund (or capital fund) and its impact fee fund should be allowed on a proportional basis as determined by the Authority's board.
- LFRA's impact fees should be updated periodically as it invests in additional infrastructure beyond what is listed in this report or the Authority's population or inventory of commercial square footage changes substantially.
- LFRA's fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.

Loveland Fire Rescue Authority Impact Fee Presentation

Johnstown Town Council Meeting



AGENDA

Item #13.

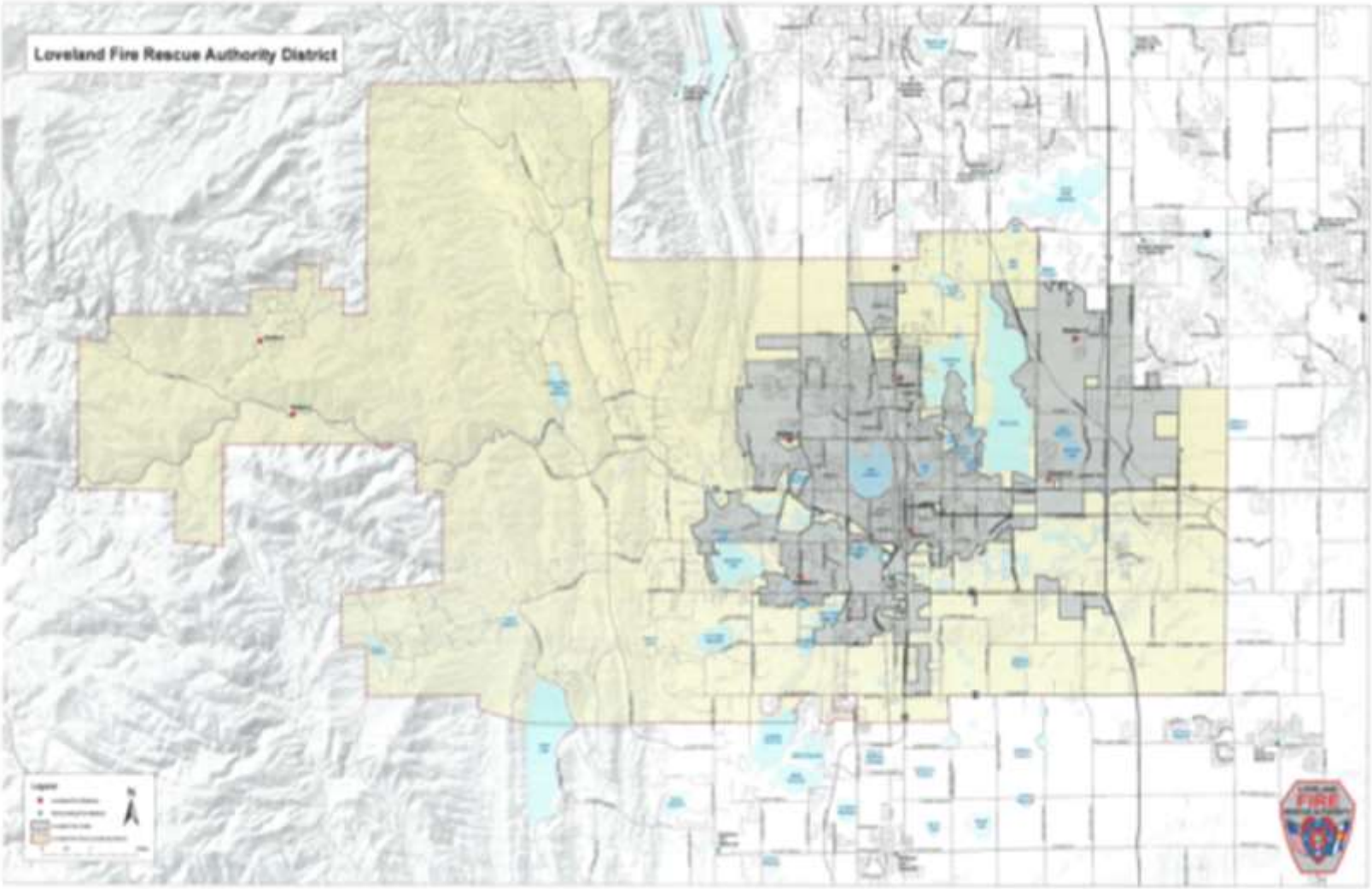
- Background/History of Impact Fees (CEF'S)
- Why we have brought this before you
- What we are asking
- Next Steps



Background/History

- New legislation was enacted at the 2016 Legislative session that allows Special Districts and Authorities to implement and collect impact fees. Prior to this Legislation, it was not allowed, and only municipalities could collect impact fees or Capital Expansion fees (CEF's).
- Jurisdictions (Fire Districts/Authorities) must get approval from the municipality/county involved to implement such fees.
- Loveland Fire Rescue Authority (LFRA) engaged [BBC Research](#) and Consulting to do a Nexus Study in 2016 and an updated study in [2021](#), regarding the justification of impact fees in our jurisdiction.
- IGA's completed with the Town of Johnstown, City of Loveland, and Larimer County in 2017.





Authorized Use of Fees

- Impact fees collected can only be used to defray costs of capital facilities needed to serve “new” development impacting the Authority or Fire District.
- The statute does not limit where the district or authority may invest its impact fee revenue within its boundaries, so long as the purchase or construction of capital facilities is directly related to “development”.



WHY...

PENDING CAPITAL FACILITIES/PROJECTS

- **Fire Station 10 and Apparatus** – east of I-25, north of Hwy 34; construction planned for 2021/2022
- **New Fire Training Center Burn Building, and Training Center Master Plan** – Loveland Fire Training Grounds; 2025-2027 (TBD)
- **Partial renovation of Fire Station 5** – (TBD)
- **Partial renovation of Fire Station 4 – (Airport Station)** - TBD
- **Fire Station 11** – area of Hwy 402 and I-25; conceptually planned for 2030 - 2035
- **Approximately \$31,000,000 in Impact Fee qualified expenditures.**



Methodology behind fees

- Capital standards
- Demand for services by land use
- Use Specificity
- Fee design costs
- Proportionality



What We Are Asking

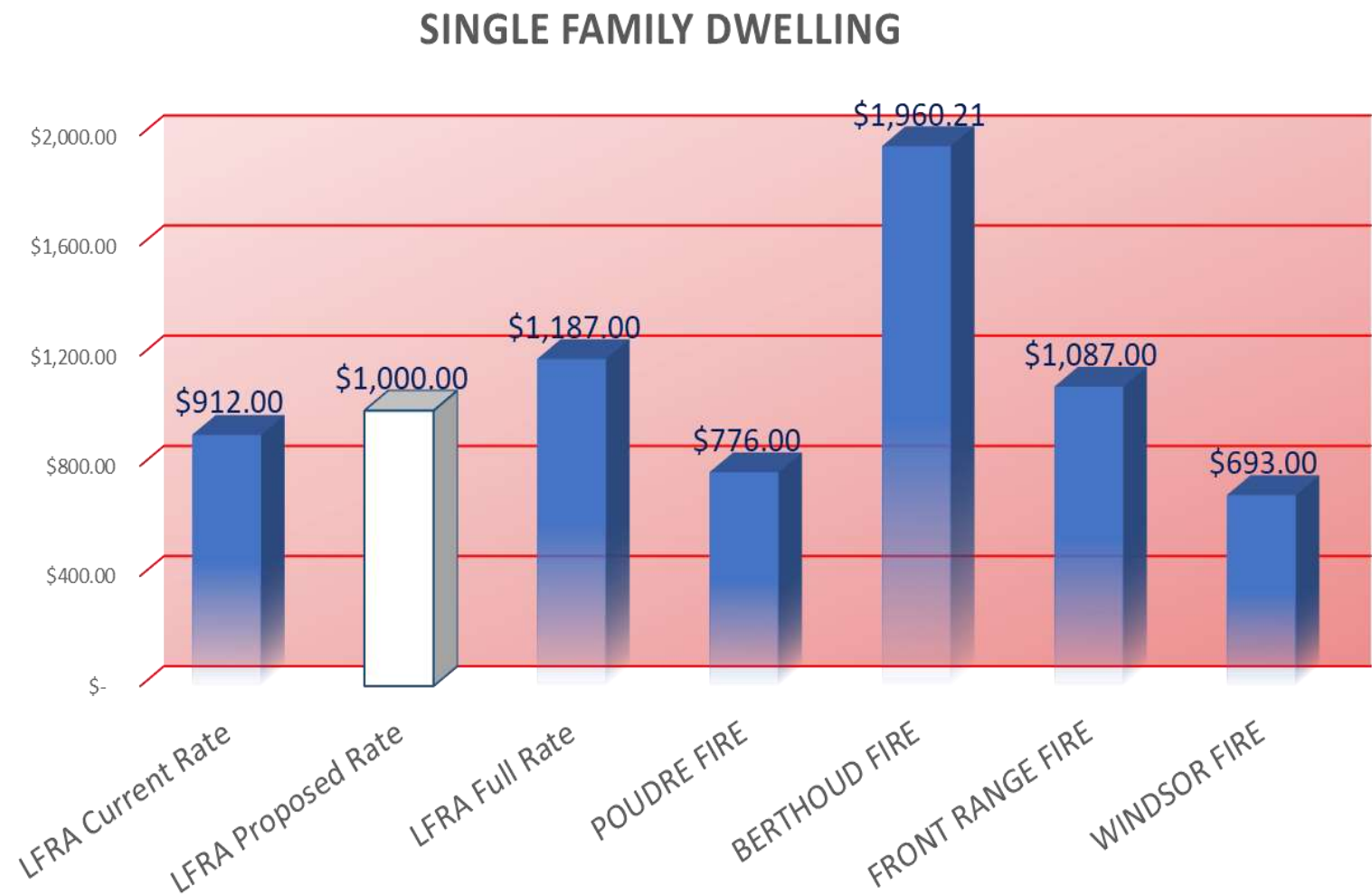
- **Increase LFRA Impact Fees based on Nexus Study** (not asking for full increase)
- **Keep Fees in alignment with regional agencies**
 - Single Family – current - \$912.00 to **\$1000.00**
 - Multi-Family – current - \$634.00 to **\$692.00**
 - Commercial – current - \$0.31 sf to **\$0.60 sf**
 - Industrial – current - \$0.03 to **0.12 sf**



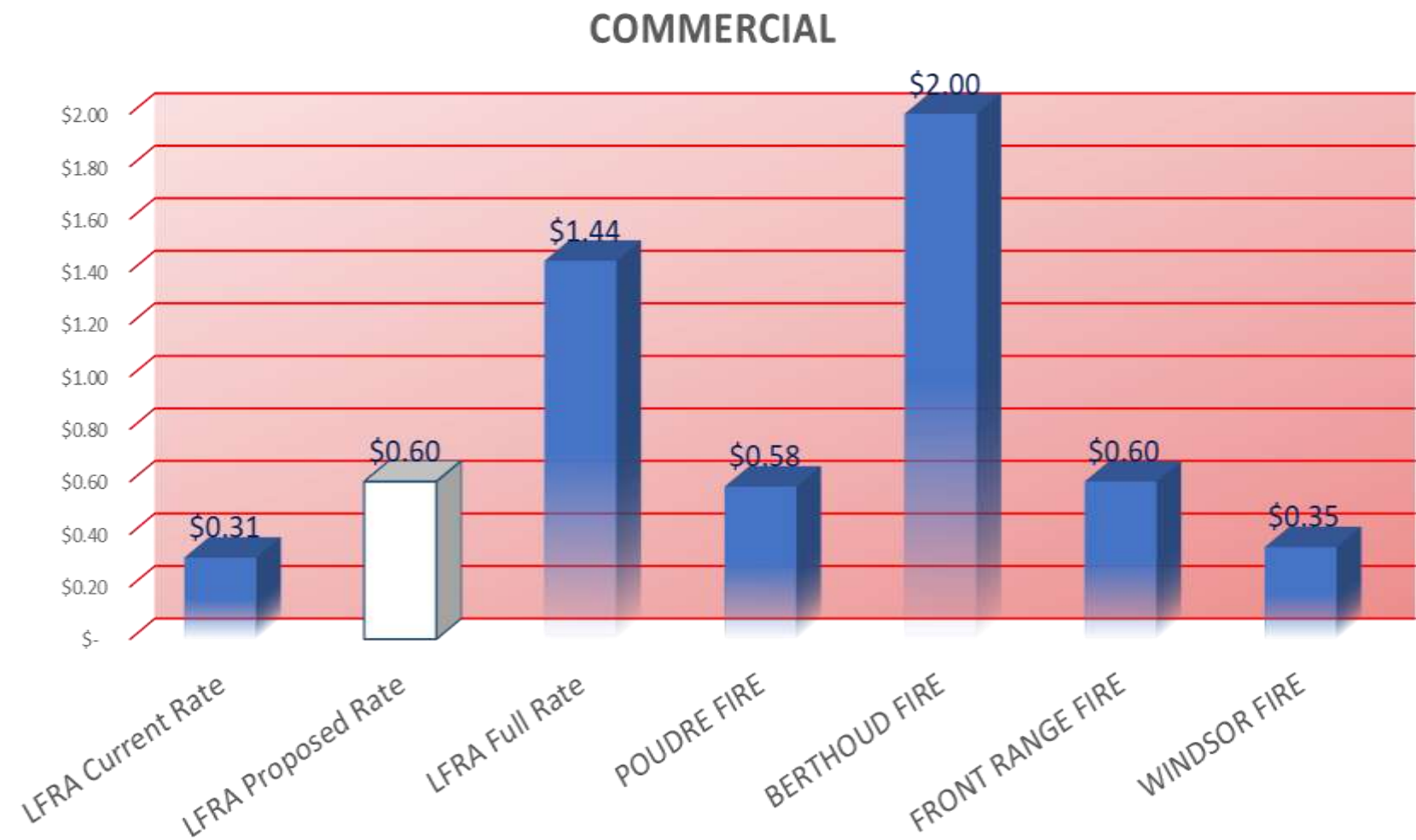
Impact Fee Comparison



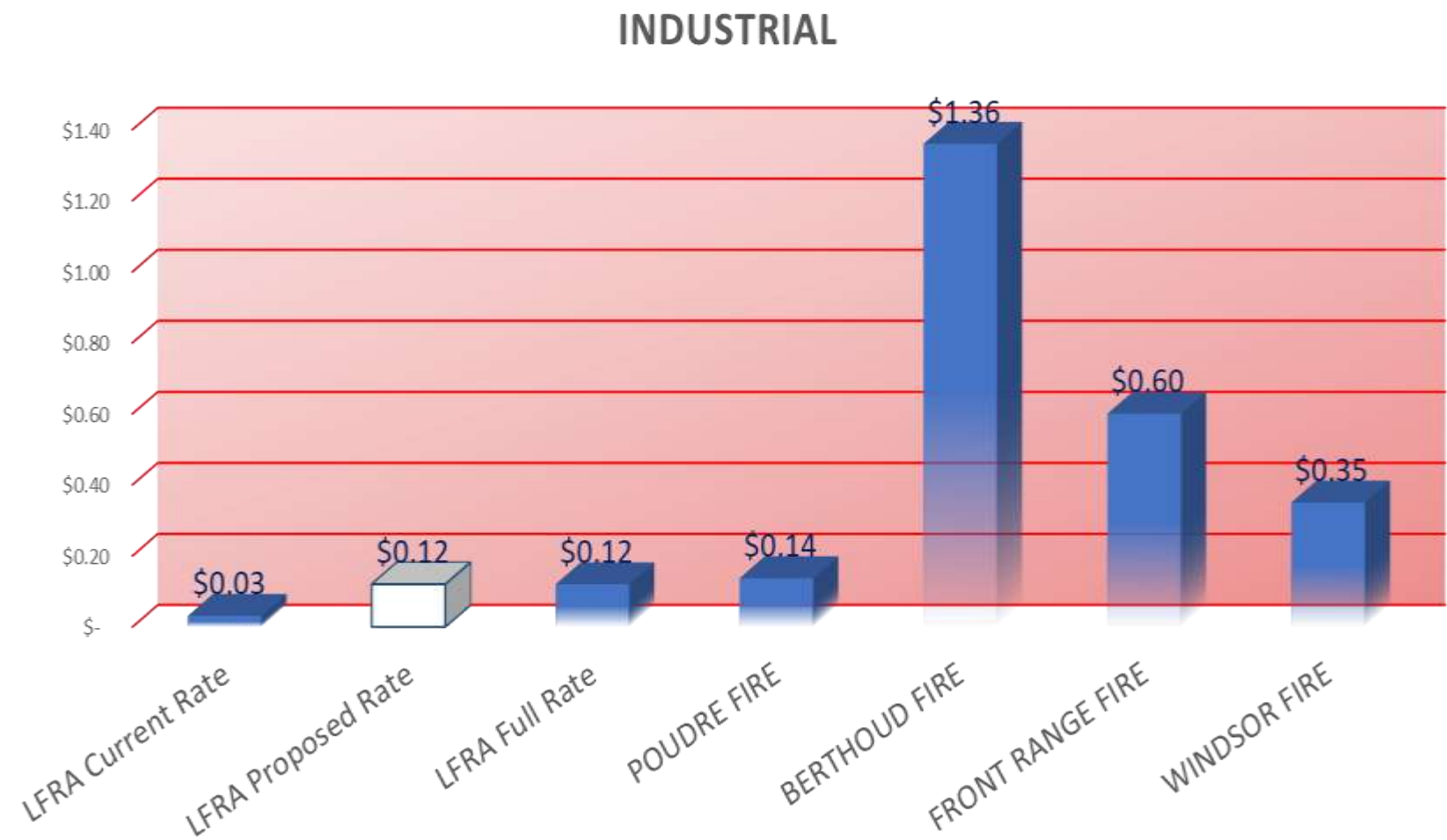
Impact Fee Comparison



Impact Fee Comparison



Impact Fee Comparison



Summary/Next Steps

- LFRA Board approved the proposed fees on 1/27/21 – Rural District approved on 2/3/21
- Loveland City Council approved fees 3/9/21
- Proposed Fees align with regional agencies
- Fees essential for future of LFRA capital projects and providing service to the Loveland community.
- LFRA will be asking **Johnstown and Larimer County** to approve the **same fees** as City of Loveland
- LFRA recommends Council approve the proposed fees as presented.



Thank you!

Questions?



Resolution No. R-124

**RESOLUTION
BOARD OF DIRECTORS
LOVELAND FIRE RESCUE AUTHORITY**

A RESOLUTION ADOPTING THE 2021 UPDATED IMPACT FEE SCHEDULE

WHEREAS, the Loveland Fire Rescue Authority ("**Authority**") is a political subdivision of the State of Colorado, established to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction;

WHEREAS, the Authority is authorized to receive and spend an impact fee on new development within its jurisdiction pursuant to the provisions described in C.R.S. § 29-20-104.5;

WHEREAS, in accordance with C.R.S. § 29-20-104.5, on November 13, 2017, the Authority's Board of Directors ("**Board**") adopted Resolution R-79, Establishing An Impact Fee And Adopting An Impact Fee Schedule. The impact fee schedule established by Resolution R-79 ("**2017 Impact Fee Schedule**") was based upon the results of an Impact Fee Study dated October 19, 2017 to evaluate the nexus between new development within the Authority's jurisdiction and the projected impact that development had on the Authority's capital facilities at that time;

WHEREAS, in order to ensure the continued accuracy and appropriateness of the Authority's impact fee schedule, the Authority obtained an updated Impact Fee Study dated December 14, 2020 to evaluate any changes in the nexus between new development within the Authority's jurisdiction and the projected impact that development has on the Authority's capital facilities ("**2020 Updated Nexus Study**");

WHEREAS, in accordance with C.R.S. § 29-20-104.5(2)(a), the 2020 Updated Nexus Study quantified the reasonable impacts of both new residential development and new non-residential development on the Authority's capital facilities. Based upon the results thereof, the Authority's Chief Staff recommends the approval of an updated impact fee schedule at levels no greater than necessary to defray such impacts directly related to development within the Authority's jurisdiction ("**2021 Updated Impact Fee Schedule**"). A copy of the proposed 2021 Updated Impact Fee Schedule is attached as Attachment A; and

WHEREAS, the Authority's Board has determined it is in the best interests of the Authority and the citizens it serves to approve the attached 2021 Updated Impact Fee Schedule, and for it to supersede and replace in all respects the 2017 Impact Fee Schedule.

NOW THEREFORE, be it resolved by the Board of Directors of the Loveland Fire Rescue Authority that:

1. The Board hereby approves the 2021 Updated Impact Fee Schedule attached as Attachment A. The 2021 Updated Impact Schedule shall take effect, and shall supersede and

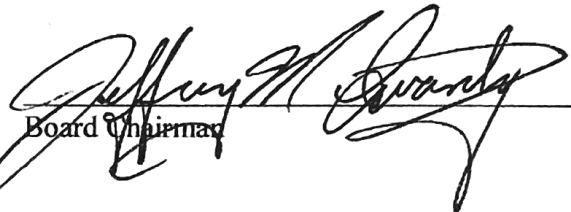
replace the 2017 Impact Fee Schedule in all respects, immediately upon the adoption of the 2021 Updated Impact Fee Schedule by the governing body of the City or County in which the impact fee is imposed, and the 2017 Impact Fee Schedule shall continue to apply until such time;

2. No individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities for which an Authority impact fee is imposed pursuant to the Impact Fee Schedule; and

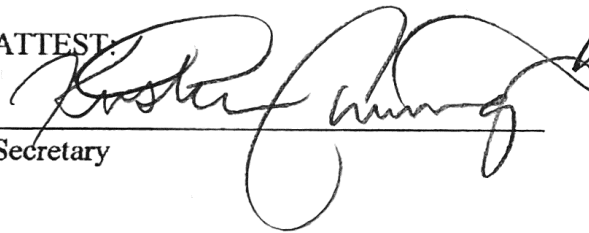
3. If an Authority impact fee is owed by a developer, the Authority and the developer may mutually determine whether the developer will make an "in-kind" contribution in lieu of paying all or part of the Authority impact fee.

ADOPTED this 27th day of January, 2021.

BY THE BOARD OF DIRECTORS
LOVELAND FIRE RESCUE AUTHORITY


Board Chairman

ATTEST:


Secretary

Attachment A***Proposed 2021 Updated Impact Fee Schedule***

Single Family	\$1,000 per unit
Multi-Family	\$692 per unit
Commercial	\$0.60 per square foot
Industrial	\$0.12 per square foot

RESOLUTION #R-34-2021

A RESOLUTION APPROVING AN INCREASE IN THE ASSESSMENT OF LOVELAND FIRE RESCUE AUTHORITY EMERGENCY SERVICES IMPACT FEES

WHEREAS, the City of Loveland ("**City**") is a home rule municipality of the State of Colorado ("**State**"). The Loveland Fire Rescue Authority ("**Authority**") is a public entity of the State established by the City and the Loveland Rural Fire Protection District ("**District**") on August 19, 2011 pursuant to an Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity; and

WHEREAS, the Authority was established to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction. The Authority's jurisdiction is comprised of the joint jurisdictional areas of the City and District; and

WHEREAS, prior to the Authority's establishment, the City provided the Emergency Services within the City's jurisdiction and the District's jurisdiction directly, or, with respect to the District's jurisdiction, by contract through the City's Fire Rescue Department; and

WHEREAS, prior to January 1, 2018 and subsequent to the adoption of Resolution #R-116-2017 whereby the City Council authorized the execution of an *Intergovernmental Agreement For The Assessment, Collection, And Remittance Of Emergency Services Impact Fees* ("**LFRA Impact Fee IGA**") the City collected a fire services capital expansion fee on new development within the City's jurisdiction to provide or assist with the financing required to acquire, develop, and maintain fire stations and other Emergency Services capital facilities ("**City Fire CEF**"); and

WHEREAS, because the Authority provides the Emergency Services to new development within the City's jurisdiction, and consistent with the executed LFRA Impact Fee IGA, an Emergency Services impact fee has been assessed and collected by the City and remitted to the Authority ("**Authority Impact Fee**") pursuant to and for the purposes described in the Impact Fee Act, C.R.S. § 29-20-104.5; and

WHEREAS, consistent with a requirement in the LFRA Impact Fee IGA, the Authority obtained an updated Impact Fee Study, dated December 14, 2020, to evaluate the nexus between new development within the Authority's jurisdiction and the projected impact that such development has on the Authority's Capital Facilities ("**Nexus Study**"). The Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the Authority's Capital Facilities; and

WHEREAS, on January 27, 2021, the Authority's Board of Directors adopted Resolution R# 124 approving an impact fee schedule at levels no greater than necessary to defray the impacts directly related to development within the Authority's jurisdiction as determined by the Nexus Study. A copy of the Authority-approved Impact Fee Schedule is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with the LFRA Impact Fee IGA, the City and the Authority agree that the Authority Impact Fees shall be increased in a manner competitive with neighboring jurisdictions and at a level no greater than necessary to defray the impacts directly related to development within the Authority's jurisdiction; and

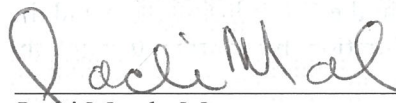
WHEREAS, the City Council desires to approve an increase in the Authority Impact Fees, in the same manner as the Authority's Board of Directors, by adopting the Authority Impact Fee Schedule within **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That the Authority Impact Fee Schedule, attached hereto as "**Exhibit A**," is hereby approved.

Section 2. That this Resolution shall take effect as of the date of its adoption.

ADOPTED this 9th day of March, 2021.


 Jacki Marsh, Mayor

ATTEST:


 Hannah Hill, Acting City Clerk



APPROVED AS TO FORM:


 Assistant City Attorney

A RESOLUTION APPROVING AN INCREASE IN THE ASSESSMENT OF LOVELAND FIRE RESCUE AUTHORITY EMERGENCY SERVICES IMPACT FEES

Exhibit A***2021 Authority Impact Fee Schedule***

Single Family	\$1,000 per unit
Multi-Family	\$692 per unit
Commercial	\$0.60 per square foot
Industrial	\$0.12 per square foot



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: April 19, 2021

SUBJECT: An Agreement Concerning Economic Development between the Town of Johnstown and the Johnstown Downtown Development Association

ACTION PROPOSED: Consider the Agreement between the Town of Johnstown and the JDDA as Presented.

ATTACHMENTS: 1. Agreement Concerning Economic Development Between the Town of Johnstown and the Johnstown Downtown Development Association

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your consideration is an agreement concerning economic development between the Town of Johnstown and the Johnstown Downtown Development Association for FY 2021. This agreement is similar to the previous agreement and does include a \$5,000 increase, bringing the total support by the Town to the JDDA to \$15,000. This amount was appropriated in the FY 2021 budget, but is certainly at the discretion of the Council to authorize based on the agreement. Reporting requirements include both quarterly reports and an annual report by the Development Association.

LEGAL ADVICE:

The Town Attorney drafted the initial agreement adopted last year and very minor changes were made to this agreement in its current form, none of which impacted elements related to the legal document itself.

FINANCIAL ADVICE:

Funds have been appropriated in FY 2021.

RECOMMENDED ACTION: Approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

The Community That Cares

www.TownofJohnstown.com

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

SUGGESTED MOTIONS:

For Approval: I move to approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

For Denial: I move to deny the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

Reviewed and Approved for Presentation,



Town Manager

**AGREEMENT CONCERNING ECONOMIC DEVELOPMENT
BETWEEN THE TOWN OF JOHNSTOWN AND THE
JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION**

This Agreement Concerning Economic Development (“Agreement”) is entered into this ____ day of _____, 2021 (“Effective Date”), by and between the Town of Johnstown, a Colorado home rule municipal corporation (“Town”), and the Johnstown Downtown Development Association, a Colorado non-profit corporation (“JDDA”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the JDDA is a volunteer-based, non-profit organization composed of representatives from the Town’s downtown businesses and organizations; and

WHEREAS, the JDDA desires to revitalize the Town’s downtown and position the downtown area as the focal point of the Town by, among other avenues, showcasing the downtown’s unique architectural and historical characteristics, encouraging downtown businesses to market cooperatively and supporting and establishing new and existing downtown public events; and

WHEREAS, to further its stated goals and promote economic vitality, the JDDA has requested that the Town provide financial support; and

WHEREAS, the Town Council budgeted and appropriated funds for economic development in the Town’s 2021 budget and anticipates budgeting and appropriating funds for economic development in subsequent budgets; and

WHEREAS, the Town Council desires to use a portion of economic development funds to support the JDDA and, assuming funds are budgeted and appropriated in future years and based on the conditions set forth in this Agreement, desires to continue supporting the JDDA; and

WHEREAS, the Town Council finds, determines and declares that supporting the JDDA will promote the public interest, protect and preserve economic development and sustainability and provide substantial public benefits; and

WHEREAS, the Town Council further finds, determines and declares that supporting the JDDA will provide a public benefit and further a public purpose within the meaning of Article 11, Section 2 of the Colorado Constitution; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals are incorporated into this Agreement as if fully set forth herein.

2. Services. Among other activities beneficial to the downtown specifically and the Town as a whole, the JDDA hereby agrees to: (i) implement its strategic plan and goals to revitalize the Town's historic downtown; (ii) undertake activities to position the downtown as the focal point of the Town; (iii) establish and promote events for public participation in the downtown; and (iv) endeavor to create employment opportunities in the downtown; (v) provide to Town Council both a quarterly updates and Annual Report ("Services").

3. Financial Support. In consideration of the Services, the Town agrees to provide financial support to the JDDA on an annual basis. For the 2021 calendar year, the Town agrees to provide support in the amount of \$15,000.00. For subsequent years, the amount of the annual support shall be determined by Town Council after receipt of the annual report referenced in Paragraph 4 of this Agreement, and memorialized in a supplement to this Agreement, the form of which is attached hereto and incorporated herein by reference as Exhibit A ("Annual Financial Support Agreement").

4. Annual Report.
 - a. Written Report. On or before May 1 of each calendar year that this Agreement is in effect, the JDDA shall provide a written report to the Town. The report shall include, at a minimum;
 1. An accounting of the previous year's expenditures and a budget for the current year;
 2. A summary and analysis of the specific steps taken to implement the JDDA's strategic plans and goals, revitalize the downtown and perform the Services;
 3. A summary and analysis of the public events that the JDDA sponsored or supported during the previous year and of the public events that the JDDA intends to sponsor or support during the current year;
 4. A summary of the downtown businesses that received direct assistance from the JDDA and of the prospective businesses with whom the JDDA discussed relocating or opening in the downtown area; and
 5. If available, data that measures the JDDA's success in revitalizing the downtown, promoting economic development and fostering employment opportunities
 - b. Oral Presentation. After submission of the written report, Town staff shall schedule a time during a regular Town Council meeting for the JDDA to make an oral presentation to Town Council.

c. Annual Award. Without limiting Town Council's discretion, Town Council anticipates determining the amount of the Town's annual financial support to the JDDA after receipt of the written report and oral presentation and thereafter direct the execution of the Annual Financial Support Agreement.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, by providing the other Party with fifteen (15) days written notice.

6. Notice. All notices permitted or required under this Agreement shall be given to the respective Party at the following address, or at such other address as the respective Party may provide in writing for this purpose:

JDDA

The Johnstown Downtown Development Association

Attn: President

39 S Parish Ave., Suite 120

Johnstown, CO 80534

Email: johnstowndda@gmail.com

TOWN OF JOHNSTOWN

Town of Johnstown

Attn: Town Manager

P.O. Box 609

Johnstown, CO 80534

Email: mlecerf@townofjohnstown.com

Such notice shall be deemed given when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. In the alternative, notice may be provided by electronic mail communication on the condition that the recipient acknowledges receipt of the electronic mail

7. 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 budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8. Amendments. Any alternations, variations, modifications or waivers of provisions of the Agreement, unless specifically authorized in this Agreement, shall be valid only when reduced to writing and duly signed and approved by authorized representatives of both Parties.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral.

10. Waiver. No waiver of any term, condition or default of this Agreement shall be deemed a continuing waiver of the same or other term, condition or default.

11. Assignment. The JDDA shall not assign or transfer its interest in this Agreement or any part thereof without the prior written consent of the Town. Any such assignment shall, in the discretion of the Town, immediately void this Agreement.

12. **No Third-Party Beneficiaries; Responsibility for Services.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement. The Parties understand, recognize and agree that the JDDA assumes full responsibility for its acts and omissions and for the performance of the Services and that the Town is no way responsible or liable for the acts or omissions of the JDDA.

13. **Authority to Execute Agreement.** The Town and JDDA each warrant that the individual signing this Agreement on its respective behalf has the legal power, right and authority to enter into this Agreement so as to bind the respective Party for whom they sign to the terms of this Agreement.

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

15. 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 hereto have affixed their signatures below.

JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION

By: _____
_____, President

STATE OF COLORADO)) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021, by
_____ as the President of the Johnstown Downtown Development
Association.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

**EXHIBIT A
FORM OF AGREEMENT**

**ANNUAL FINANCIAL SUPPORT AGREEMENT
FOR THE _____ CALENDAR YEAR**

This Annual Financial Support Agreement for the _____ Calendar Year supplements and is incorporated into the Agreement Concerning Economic Development between the Town of Johnstown, a Colorado home rule municipal corporation ("Town"), and the Johnstown Downtown Development Association, a Colorado non-profit corporation ("JDDA"), dated _____, 2021 ("Agreement").

1. Annual Report. Pursuant to Paragraph 4 of the Agreement, on or about _____, 20____, the JDDA provided its annual written report to the Town and, on _____, 20____, appeared before Town Council to present the report.

2. Annual Financial Support. Based upon the annual report and the JDDA's continued commitment to provide the Services referenced in the Agreement, and for the reasons set forth in the Agreement, the Town agrees to provide financial support to the JDDA in the amount of \$_____ for the _____ calendar year.

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

Dated: _____, 20____.

Town of Johnstown

By: _____
Matt LeCerf, Town Manager

Accepted and agreed to by the Johnstown Downtown Development Association.

By: _____
_____, President



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: April 19, 2021

SUBJECT: Purchase of Systems to address taste and odor

ACTION PROPOSED: Consider approval taste and odor system purchases

ATTACHMENTS: 1. Spreadsheet of Cost

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for Council review and consideration is a request to purchase multiple components to address taste and odor issues in the Town's water system. This addition to the water treatment process will necessitate a budget amendment for the 2021 Water Fund.

In FY 2021, Council appropriated funds for Staff to improve the taste and odor issue with our water. We have hired Burns & McDonnell Engineers as a consultant to assist Staff with the proper system(s) to remove the taste and odor issues from our drinking water.

During our work session held on April 12, 2021. Staff requested direction from Council on short term and long term options towards the improvements to manage the Town's drinking water taste & odor issues. In the short-term to mitigate the taste and odor issues, Council was presented during the work session with a recommendation that consisted of three significant changes to the treatment of the water. These changes were as follows:

Granular Activated Carbon (GAC)

A GAC system is especially suited for the removal of dissolved organic compounds responsible for poor taste and odor in drinking water. The recommendation included rent or purchase of a six (6) vessel system to ensure 10 minutes contact time with the carbon to address taste and odor issues.

Ultrasonic Buoy at Johnstown Lake.

This buoy activates the optimal ultrasonic treatment frequencies according to the water conditions and type of algae present. This reduces existing algae and prevent the growth of new algae. The recommendation includes the purchase of 2 units – a primary unit and a secondary unit that communicates with the primary unit. Both units would be installed at Johnstown Lake. These units would keep algae from rising to the surface of the lake and subsequently impact the growth of MIB and Geosmin in the raw water.

Powder Activated Carbon (PAC) at Lone Tree Reservoir.

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The Town currently has a PAC unit at Lone Tree Reservoir. The recommendation is to modify the unit to make the hopper larger and install a new auger that would regulate the application of PAC into the system as water travels through the 11-mile trunk line to the treatment plant. The addition of the larger hopper will provide for fewer replacements of the PAC throughout a 24-hour cycle.

At the conclusion of the work session, Council directed Staff to prepare an agenda item for the interim improvements to Council at the next regular meeting for formal consideration. Accordingly, attached is a spreadsheet which provides an overview with costs of the improvements to the system to address taste and odor issues. The overview shows the costs for this current fiscal year to have the entire system up and running as well as the anticipated costs for FY 2022 and FY 2023. The spreadsheet also includes scenarios related to the Granular Activate Carbon (GAC) units. These considerations are to rent the units, purchase the units and keep them, or purchase with a plan to sell based on alternative improvements for taste and odor which may be considered with the water treatment plant expansion project.

Budgeted for FY 2021 was \$625,000, with was focused on use of a Powder Activated Carbon (PAC) system installed at the Lone Tree Reservoir. Following this study by Burns & McDonnell and based on the recommendations described above, the cost to control taste and odor for FY 2021 is \$1,744,000. This price includes all of the equipment and installation, engineering, a replacement/recharge of the carbon (if necessary), and a small contingency of 2.8%. To complete this project as presented, an additional \$1,119,000 will need to be appropriated.

This is an important project for our community as we work to meet water customer expectations. Approval of this project shows a commitment by the Town to being responsive and active in making positive change for our water.

LEGAL ADVICE:

Not applicable

FINANCIAL ADVICE:

\$625,000 is currently budgeted for FY 2021. A budget amendment will be needed to fund the remaining \$1,119,000

RECOMMENDED ACTION: Approval to purchase and install the GAC, Buoy, and PAC systems as presented in the spreadsheet.

SUGGESTED MOTIONS:

For Approval: I move that we approve the purchase and installation of the presented items as detailed in the attached spreadsheet to address taste and odor of the Town's drinking water which include the

Granular Activated Carbon System, the buoys, and improvements to the PAC at Lone Tree Reservoir. These items will necessitate a budget amendment to be presented to Council at a time determined appropriate by Staff prior the close of fiscal year 2021.

For Denial: I move that we deny the purchase and installation of the presented items as detailed in the attached spreadsheet to address taste and odor of the Town's drinking water and pursue other alternatives.

Reviewed and Approved for Presentation:



Town Manager

Johnstown Taste & Odor Control	Rent	Purchase	Purchase with Resale
GAC Mobilization	\$ 299,977		
GAC Rental or Purchase (6 Vessels)	\$ 136,500	\$ 1,098,000	\$ 1,098,000
GAC Installation	\$ 10,000		
GAC Site Improvements	\$ 100,000	\$ 100,000	\$ 100,000
GAC Rebed 1 (first included with equipment)	\$ -	\$ -	\$ -
GAC Rebed 2* (if necessary)	\$ 228,000	\$ 228,000	\$ 228,000
GAC Winterize Vessels	\$ 120,000	\$ 120,000	\$ 120,000
Buoys for Town Lake Purchase	\$ 115,000	\$ 115,000	\$ 115,000
Upgrade PAC equipment at Lonetree Reservoir	\$ 3,000	\$ 3,000	\$ 3,000
Engineering	\$ 30,000	\$ 30,000	\$ 30,000
Contingency	\$ 50,000	\$ 50,000	\$ 50,000
Total - 2021	\$ 1,093,000	\$ 1,744,000	\$ 1,744,000
FY 2021 Appropriated	\$ 625,000	\$ 625,000	\$ 625,000
FY 2021 Budget Amendment Necessary	\$ 468,000	\$ 1,119,000	\$ 1,119,000
 GAC Rental	 \$ 214,500		
GAC Rebed 1	\$ 228,000	\$ 228,000	\$ 228,000
GAC Rebed 2	\$ 228,000	\$ 228,000	\$ 228,000
GAC Winterize Vessels	\$ 120,000	\$ 120,000	\$ 120,000
Buoys for Town Lake Monitoring Service	\$ 7,560	\$ 7,560	\$ 7,560
Total - 2022	\$ 799,000	\$ 584,000	\$ 584,000
 FY 2023			
GAC Rental	\$ 195,000		
GAC Rebed 1	\$ 228,000	\$ 228,000	\$ 228,000
GAC Rebed 2	\$ 228,000	\$ 228,000	\$ 228,000
GAC Demobilize	\$ 150,674		
GAC Sell Vessels (30% Equipment Value)			\$ (261,000)
Buoys for Town Lake Monitoring Service	\$ 7,560	\$ 7,560	\$ 7,560
Total - 2023	\$ 810,000	\$ 464,000	\$ 203,000
 Total - Taste & Odor 2021 to 2023	 \$ 2,702,000	 \$ 2,792,000	 \$ 2,531,000

KERR-McGEE OIL & GAS ONSHORE LP

1099 18th Street Suite 1800 • Denver, Colorado
PO Box 173779 • Denver, Colorado 80202

Item #16.

Kerr-McGee Oil & Gas Onshore LP

03/11/2021

Via Certified Mail

TOWN OF JOHNSTOWN
450 S. PARISH
JOHNSTOWN, CO 80534

Re: Well Proposal for the SHAKE 11-7HZ

Dear WI Owner:

Kerr-McGee Oil & Gas Onshore LP ("KMG") hereby proposes and offers you an opportunity to participate in the drilling, completing, and equipping of the Well(s) as set forth herein.

Well Description(s): Please see the attached Well Location Certificate(s) or Exhibit "A" for all information regarding surface hole location, bottom hole location, footages, measured depth (MD), true vertical depth (TVD), lateral length (LL), spacing unit, and approximate location of the Well(s).

Target Formation, Completion, and Anticipated Spud Date: The proposed Well(s) will be drilled to an approximate total depth to sufficiently test the Niobrara Formation and are anticipated to spud in 2nd Quarter, 2021.

Preliminary Working Interest Ownership: Our records indicate that you have the following interest in the Well(s).

Well Name	WI Percentage:
SHAKE 11-7HZ	0.074187%

Well Proposal Documents to be signed and returned: Enclosed for your review and execution are the following documents:

- Authority for Expenditure (AFE):** An estimate of the costs to drill, complete, and equip the Well(s) and your proportionate share thereof. This is only an estimate and actual costs may be more or less than reflected on the AFE. Execution of the AFE and Election Page by designating either Option # 2 or Option #3 for each Well constitutes a binding and irrevocable agreement to pay the actual costs associated with your interest in each Well.
- Election Page:** Please indicate your election for each Well listed on the attached Election Page, sign, print your name, and indicate your title.

By signing the AFE and Election Page you hereby agree that it is not intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-ventures, or principals. In their relations with each other under this agreement, the AFE, and Election page the parties shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder. The parties hereto agree that shall have full control over the drilling completing, equipping and producing the well subject to applicable law.

Page 2 of 4

Please deliver your agreement to participate or non-election, as the case may be, for each well proposed herein within sixty (60) days of receipt of this letter. You are hereby advised that failure to return this proposal with both an executed Election Page and AFE within sixty (60) days of your receipt of this letter, will be deemed an election to **non-consent the drilling, completing, and equipping of the Well(s)**. All parties who have not executed a Joint Operating Agreement, may be subject to Colorado Oil and Gas Conversation Commission (COGCC) cost recovery provisions pursuant to C.R.S. §34-60-116.

If you have any questions regarding this proposal, please call me at 720-929-3319 at your earliest convenience. Thank you for your cooperation.

Sincerely,

KERR-MCGEE OIL & GAS ONSHORE LP

DocuSigned by:

Steve Miller

E0852A81B06A4BA...

Steve Miller
Landman

Enclosures: Election Page, AFE(s), Well Location Certificate

EXHIBIT “A”

WELL LOCATION INFORMATION

WELL NAME AND TARGET FORMATION	SPACING UNIT	TRUE VERTICAL DEPTH (TVD')	LATERAL LENGTH (LL')	MEASURED DEPTH (MD')
SHAKE 11-7HZ NBRR	T4N-68W;03:SESE;02:S2S 2;01:S2S2;12:N2N2;11:N2 N2;10:NENE	7,032'	10,043'	17,989'

ELECTION PAGE**Option #1**

The undersigned **elects not to participate** in the drilling, completing, and equipping of the Well.

Option #2

The undersigned **elects to participate** in the drilling, completing, and equipping of the Well and agrees to timely pay its' proportionate share of the cost provided for in the attached AFE(s). Furthermore, the undersigned agrees and acknowledges that non-payment of its' proportionate share of the costs as described in the attached AFE(s) will be deemed an election not to participate and may be subject to (COGCC) cost recovery provisions pursuant to C.R.S. §34-60-116.

Option #3

The undersigned **elects to participate** in the drilling, completing, and equipping of the Well and **acquire its' proportionate share of any non-consent interest**. By selecting Option #3, the undersigned is agreeing to execute and return to KMG, a JOA. An executed JOA must be received by KMG no later than sixty (60) days from your receipt of this Well Proposal, or you shall be deemed to retain only your original working interest in each Well as set forth herein above.

Please indicate your option for each well listed below (1, 2, 3) in the space provided:

1 SHAKE 11-7HZ

Working Interest Owner

TOWN OF JOHNSTOWN

By:

Name:

Title: