



# Town of Johnstown

## TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, December 07, 2020 at 7:00 PM

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

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## AGENDA

### CALL TO ORDER

**Pledge of Allegiance**

### ROLL CALL

### 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.*

- [1.](#) Minutes - November 16, 2020
- [2.](#) List of Bills - December 2020

### TOWN MANAGER REPORT

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

### TOWN ATTORNEY REPORT

### OLD BUSINESS

### PUBLIC HEARING

- [4.](#) **Public Hearing- First Reading** Ordinance No. 2020-187 an Ordinance Repealing and Readopting Chapter 2 of the Johnstown Municipal Code Concerning Administration and Personnel and, as a Part Thereof, Adding Provisions Concerning Municipal Campaign Finance, and Making Related Amendments to Section 1-21 of Article II of Chapter 1 of the Johnstown Municipal Code Concerning General Definitions.
- [5.](#) **Public Hearing - First Reading** - Ordinance Number 2020-188 An Ordinance Repealing and Readopting Article VI of Chapter 11 of the Johnstown Municipal Code Concerning the Johnstown Cemetery
- [6.](#) **Public Hearing - First Reading** - Ordinance No. 2020-189; An Ordinance Repealing and Readopting Chapter 13 of the Johnstown Municipal Code Concerning Municipal Utilities

- [7.](#) **Public Hearing – First Reading** - Ordinance No. 2020-190; An Ordinance Amending Article II Of Chapter 13 of The Johnstown Municipal Code to Add Section 13-55 Establishing A Special Fee Concerning Regional Sanitary Sewer Improvements to Be Paid by Benefitted Properties in the Area Generally Located Near And Adjacent to State Highway 60 and Remitted to the Sanitary Sewer Utility Enterprise
- [8.](#) **Public Hearing- First Reading** Ordinance No. 2020-191 an Ordinance Amending Sections 4-111, 5-111, 5-113, 6-6, 6-42, 6-46, 6-63, 6-83, 6-111, 6-133, 6-135, 6-161, 6-186, 6-189, 7-62, 7-131, 8-87, 15-4, 16-62, 17-13 and 17-51 of the Johnstown Municipal Code Concerning the Referral of the Town’s Fees, Rates and Charges to the Town Fee Schedule

## **NEW BUSINESS**

- [9.](#) Consider Resolution 2020-37 Resolution Adopting Cemetery Rules and Regulations
- [10.](#) Consider Resolution 2020-38 Resolution Adopting a Consolidated Town Fee Schedule
- [11.](#) Discussion - Letford Elementary Land and Facility Repurposing
- [12.](#) Discussion - Little Thompson Trail Project

## **COUNCIL REPORTS AND COMMENTS**

### **MAYOR’S COMMENTS**

### **EXECUTIVE SESSION**

13. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a).
14. An executive session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding acquisition of rights-of-way.

## **INFORMATIONAL ITEMS**

- [15.](#) Informational Items

## **ADJOURN**

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## **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.**

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# Town of Johnstown

## **TOWN COUNCIL REGULAR MEETING**

450 S. Parish, Johnstown, CO

Monday, November 16, 2020 at 7:00 PM

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### **MINUTES**

#### **CALL TO ORDER**

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance. The meeting was held remotely due to COVID concerns.

#### **ROLL CALL**

PRESENT

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

The following staff members were also present in the remote meeting: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Marco Carani, Public Works Director, Mitzi McCoy, Finance Director, Kim Meyer, Planning Director, Brian Phillips, Chief of Police and Jamie Desroiser, Communications Manger.

#### **AGENDA APPROVAL**

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

#### **PUBLIC COMMENT**

Mr. Christian Somaza on Blackbrush Place, shared with Council his frustration with the internet service and poor customer service provided by TDS.

#### **CONSENT AGENDA**

Motion made by Councilmember Lemasters, seconded by Councilmember Berg to approve the Consent Agenda. Motion carried with a roll call vote.

1. Minutes - November 2, 2020
2. October Financial Statements
3. Resolution 2020-34, A Resolution Certifying Various Tax Liens to the Larimer and Weld County Treasurer's Office for Inclusion in the Appropriate Tax Bill
4. Water and Sewer Service Agreement - The Ridge Johnstown Filing No. 1

5. Agreement Concerning Water Dedication of Raw Water and Establishment of Water Bank for Centerra Commercial, LLC
6. Resolution 2020-35 Approving Updates to Facade Grant Program
7. Second Reading Ordinance 2020-184 Ordinance Annexing Property Known as the Podtburg Annexation Nos. 1-5
8. Second Reading Ordinance 2020-185 Ordinance Approving PUD-MU Zoning and Approving Outline Development Plan for the Property Known as Podtburg Annexation Nos. 1-5
9. Second Reading Ordinance 2020-186 Ordinance Approving Podtburg Annexation Nos. 1-5 Annexation and Development Agreement

## **NEW BUSINESS**

11. Public Hearing - 2021 Amended Proposed Budget – Mayor Lebsack opened the Public Hearing at 7:20 p.m. and heard from staff. As per the Johnstown Home Rule Charter and Colorado Revised Statutes 29-1-108(1) require that a public hearing be held to give interested residents an opportunity to file or register objections or suggestions prior to the adoption of the 2021 budget. Having no public comment, the public hearing closed at 7:26 p.m.
12. Public Hearing for Conditional Use Grant – Warren Residence, 305 W. S. 1<sup>st</sup> Street (Case #USR20-0002) Mayor Lebsack opened the Public Hearing at 7:27 p.m. and heard from staff. This is a request for a Conditional Use Grant for the property located at 305 W.S. 1<sup>st</sup> Street. The owner is requesting the use of the property be changed back to residential. Having no public comment, the public hearing was closed at 7:39 p.m. Motion made by Councilmember Berg, seconded by Councilmember Lemasters to approve Resolution 2020-36, A Resolution Approving a Conditional Use Grant for Property Located at 305 West South First Street Pursuant to Article VII of Chapter 16 of the Johnstown Municipal Code. Motion carried with a roll call vote.

## **ADJOURN**

The meeting adjourned at 7:52 p.m.

**Town of Johnstown**  
**List of Bills October 26, 2020 - November 30, 2020**

| <u>Vendor</u>                       | <u>Description</u>                  | <u>Department</u> | <u>Amount</u> |
|-------------------------------------|-------------------------------------|-------------------|---------------|
| 4990 Ronald Reagan LLC              | Substation lease                    | PD                | 1,519.75      |
| A & E Tire Inc                      | Tire repair                         | PW                | 265.00        |
| Ace Hardware                        | Supplies                            | PW                | 766.84        |
| Aclara Technologies LLC             | Annual maintenance and renewal      | PW                | 5,561.00      |
| All Copy Products, Inc              | Copier lease                        | PW                | 257.86        |
| Anatum GeoMobile Solutions          | GPS unit                            | PW                | 8,314.00      |
| Anchor Auto Glass & Tint, LLC       | Vehicle repair                      | PD                | 35.00         |
| A-One Chipseal                      | Slurry seal/crack seal              | PW                | 118,669.05    |
| AP Mountain States, LLC             | Recreation Center                   | YMCA              | 58,137.28     |
| Aqua Backflow, Inc.                 | Backflow/mailings                   | PW                | 560.00        |
| Aqua Engineering                    | Low point expansion                 | PW                | 69,936.02     |
| Arapahoe Rental                     | Propane                             | PW                | 58.98         |
| BHA Design Incorporated             | Hwy 60 improvements                 | PW                | 2,268.22      |
| Bobcat of the Rockies               | Supplies                            | PW                | 190.47        |
| Brandon Copeland                    | Recording council meetings          | ADM               | 525.68        |
| Brenner Builders LLC                | Columbarium pad                     | PW                | 7,500.00      |
| Browns Hill Engineering & Controls  | SCADA work                          | PW                | 1,565.10      |
| Buckeye Welding                     | Welding supplies                    | PW                | 209.52        |
| Calgon Carbon Corp                  | Carbon                              | PW                | 2,143.05      |
| Card Services                       | Supplies                            | ALL               | 2,635.30      |
| Caselle, Inc                        | Software support                    | ALL               | 2,685.00      |
| CDR Propane Services, LLC           | Propane                             | PW                | 1,201.75      |
| Central Square Technologies, LLC    | Software                            | ADM               | 1,602.96      |
| Central Weld County Water District  | Interconnect water fee              | PW                | 586.00        |
| CenturyLink                         | Telephone                           | PW                | 245.89        |
| Churchich Recreation LLC            | Benches/supplies                    | PW                | 4,618.00      |
| Cintas                              | Mat service                         | PW                | 241.05        |
| Cirsa                               | Insurance                           | PD                | 403.57        |
| Colo. Dept. Of Public Health & Env. | Plan review                         | PW                | 9,324.00      |
| Colorado Analytical Labs            | Lab testing                         | PW                | 1,070.00      |
| Colorado Greenbelt Management       | Snow removal                        | PW                | 1,835.00      |
| Connell Resources, Inc.             | Cmar consulting                     | PW                | 6,209.00      |
| Consolidated Home Supply Ditch &    | Professional services               | PW                | 17,564.60     |
| Core & Main                         | Hydrant supplies                    | PW                | 72.21         |
| Coulson Excavating Co Inc           | Asphalt repairs                     | PW                | 310.24        |
| Dana Kepner Co.                     | Hydrant gaskets                     | PW                | 189.88        |
| DBC Irrigation Supply               | Irrigation supplies                 | PW                | 82.13         |
| DPC Industries Inc                  | Chemicals                           | PW                | 9,959.40      |
| Drug Testing Services, Inc.         | Post accident screen                | PD                | 600.00        |
| Entrec Cranes & Heavy Haul Inc.     | Crane for columbarium               | PW                | 2,720.00      |
| Express Toll                        | Training                            | PD                | 36.15         |
| Felsburg Holt & Ullevig Inc         | Professional services               | ADM               | 2,125.00      |
| Ferguson Waterworks                 | Hydrant meter parts                 | PW                | 672.38        |
| Fiore & Sons                        | Hydrant meter deposit refund        | PW                | 1,500.00      |
| First Class Security Systems        | Fire system monitoring              | PW                | 128.80        |
| First National Bank                 | Custodian fees                      | ALL               | 1,030.79      |
| Front Range Roofing Systems LLC     | Roof repair                         | PW                | 54,576.00     |
| Gen-Tech of Colorado LLC            | Replace generator                   | PD                | 39,872.97     |
| Glacier Construction Co., Inc.      | Filter arms replacement & retainage | PW                | 23,902.05     |
| Glenn A. Jones Library              | Monthly distribution                | LIB               | 85,221.66     |
| Goble Sampson Associates Inc        | Supplies                            | PW                | 473.08        |
| Goldstar Products Inc.              | Power sprayer                       | PW                | 1,455.47      |
| Gopher Excavation, Inc.             | I-25 water line                     | PW                | 278,000.00    |
| Grainger, Inc.                      | Heater for lake pump house          | PW                | 2,337.98      |
| Green Valley Turf Co                | Sod                                 | PW                | 577.50        |

|                                         |                                       |        |            |
|-----------------------------------------|---------------------------------------|--------|------------|
| Hays Market Inc                         | Supplies                              | PW     | 60.35      |
| Helton & Williamsen, P.C.               | Engineering services                  | PW     | 19,825.75  |
| Herbert Instrumentation Services LLC    | Surge protector at WWTP               | PW     | 2,885.00   |
| Herrera, Saul                           | Water/sewer certification test        | PW     | 150.00     |
| Hill & Robbins, PC                      | Billback - Legal services             | ADM    | 1,010.50   |
| Home Depot Pro                          | Disinfecting wipes                    | PW     | 1,394.02   |
| IMEG Corp                               | Billback - Engineering services       | ADM    | 82,374.00  |
| IMEG Corp                               | Professional services - sewer design  | PW     | 231,233.98 |
| Infosend, Inc.                          | Utility bill printing                 | PW     | 2,660.29   |
| Insight North America, LLC              | Investment services                   | ADM    | 3,029.10   |
| Intermountain Sales of Denver, Inc.     | Water repair supply                   | PW     | 378.00     |
| Interstate Battery of the Rockies       | Vehicle maintenance                   | PD/PW  | 273.90     |
| InVision GIS                            | GIS system setup                      | ADM    | 946.25     |
| J&S Contractors Supply Co.              | Plow equipment parts                  | PW     | 1,906.19   |
| J&T Consulting, Inc.                    | Lone Tree engineering                 | PW     | 1,660.00   |
| JMP Heat, Inc/dba Lion Home Service     | Building permit refund                | ADM    | 70.17      |
| Johnstown Breeze                        | Publications                          | ADM    | 4,107.24   |
| Johnstown Historical Society, Ltd       | Reimbursement                         | ADM    | 1,246.98   |
| Katie Forte                             | Microgrant                            | ADM    | 7,617.21   |
| King Surveyors                          | Professional services                 | PW     | 3,903.50   |
| Kinsco, LLC                             | Equipment                             | PD     | 247.03     |
| Larimer County Commissioners            | COVID testing funding                 | ADM    | 2,574.00   |
| Larimer County Sales Tax Administrator  | Use Tax - Reimbursement               | ADM    | 19,883.39  |
| Law Office of Avi Rocklin LLC           | Legal services                        | ADM    | 17,654.00  |
| Lazar, Michael                          | Municipal Court Judge                 | ADM    | 1,960.00   |
| Life Stories Child & Family Advocacy    | Professional services                 | PD     | 156.00     |
| Liquid Engineering Corporation          | Tank cleaning                         | PW     | 8,380.00   |
| Logan Simpson                           | Comp Plan                             | ADM    | 9,410.37   |
| Loveland Barricade LLC                  | Road striping                         | PW     | 6,035.00   |
| Mac Equipment, Inc                      | Equipment                             | PW     | 632.17     |
| Martin & Sons Excavating, Inc.          | Hydrant replaced                      | PW     | 4,109.70   |
| Milliken Johnstown Electric             | Electrical repair                     | PW     | 3,008.02   |
| Mission Communications, LLC             | Alarm service                         | PW     | 1,042.20   |
| Moses, Wittemyer, Harrison&Woodruff, PC | Billback - Professional services      | ADM    | 2,593.70   |
| Mountain States Pipe & Supply           | Meter parts                           | PW     | 3,848.83   |
| Mountain States Pipe & Supply           | Recreation Center                     | YMCA   | 2,911.26   |
| Municode                                | Agenda management software            | ADM    | 4,339.35   |
| My Office Etc.                          | Office supplies                       | ADM    | 113.40     |
| Napa Auto Parts, Inc                    | Auto supplies                         | PW/PD  | 825.05     |
| Newsom Gamez, Shirley                   | Mileage                               | ADM    | 65.00      |
| Northern Colorado Constructors, Inc.    | Concrete for dam repair               | PW     | 2,178.79   |
| O.J. Watson Company Inc                 | Supplies for plows                    | PW     | 427.50     |
| Office Depot Business Credit            | Office supplies                       | ALL    | 176.52     |
| Otak                                    | Trail work                            | PW     | 691.75     |
| Poudre Valley REA                       | Utilities                             | PW     | 11,892.19  |
| Prairie Dog Pros, LLC                   | Pest control                          | PW     | 350.00     |
| ProCode Inc.                            | Building inspection services          | ADM    | 12,750.00  |
| Purchase Power                          | Postage meter                         | ADM/PD | 604.50     |
| Ramey Environmental Compliance Inc.     | ORC services                          | PW     | 9,589.92   |
| Rhinehart Oil Co., Inc.                 | Fuel                                  | ALL    | 7,200.46   |
| Rock Soft Chenille & Embroider          | Uniforms                              | PW     | 125.00     |
| Royal-T                                 | Line cleaning                         | PW     | 110.00     |
| RTC Manufacturing Inc                   | Pedestrian light programming software | PW     | 1,440.00   |
| RTC Regional Town Centre, LLC           | Senior Center flood cleanup           | PW     | 3,942.48   |
| Safety & Construction Supply, Inc.      | Safety glasses                        | PW     | 99.12      |
| Sam's Club MC/SYNCB                     | Office supplies                       | ALL    | 205.14     |
| Seachange                               | Supplies                              | ADM    | 769.47     |
| SilverKey Services                      | Senior Center flood cleanup           | PW     | 125.00     |
| Sirchie                                 | Training                              | PD     | 650.00     |

|                                  |                               |       |                     |
|----------------------------------|-------------------------------|-------|---------------------|
| Striglos                         | IT Upgrade                    | ADM   | 51,128.00           |
| Sturgeon Electric Company, Inc.  | Lone Tree pump house          | PW    | 51,359.31           |
| Tait & Associates, Inc.          | Drainage/storm design         | PW    | 32,577.30           |
| TDS                              | Telephone                     | ALL   | 2,463.70            |
| Ted D. Miller Associates Inc.    | Meter calibration             | PW    | 875.00              |
| The Home Depot/GECF              | Disinfecting wipes            | PW    | 378.84              |
| T-Mobile                         | Telephone                     | PD    | 32.56               |
| Townsend Taxes                   | Grant                         | ADM   | 7,750.00            |
| TruGreen Chemlawn                | Lawn services                 | PW    | 4,000.50            |
| UC Health                        | DUI testing                   | PD    | 497.34              |
| United Power, Inc                | Utilities                     | PW    | 798.60              |
| USA Bluebook                     | Hydrant flushing tools        | PW    | 294.07              |
| Utility Notification Center      | Locates                       | PW    | 773.31              |
| Utility Refunds                  | Utility refund                | ADM   | 2,099.98            |
| VCA Fort Collins Animal Hospital | K9 medical services           | PD    | 147.60              |
| Veris Environmental, LLC         | Sludge removal                | PW    | 4,215.00            |
| Verizon Wireless                 | Cell phones                   | PD/PW | 3,080.27            |
| Waste Management                 | Trash services                | PW    | 62,871.87           |
| Weld County                      | Investigations                | PD    | 256.25              |
| Weld County Dept of Public       | Lab services                  | PW    | 713.00              |
| Western Fire Extinguisher        | Yearly inspections/supplies   | ALL   | 689.05              |
| Windstream                       | Telephone/Internet            | ALL   | 1,128.64            |
| Winters, Hellerich & Hughes, LLC | Prosecuting attorney services | ADM   | 8,100.00            |
| WR Investment, LLC               | Reimbursement agreement       | ADM   | 96,600.00           |
| Xcel Energy                      | Utilities                     | PW    | 57,140.42           |
| YMCA of Northern Colorado        | Operating subsidy             | ADM   | 83,333.34           |
| Yost Cleaning                    | Monthly cleaning service      | ALL   | 2,804.00            |
| Zoss, Kendall                    | Tuition                       | PD    | 705.00              |
|                                  |                               |       | <u>1,821,210.32</u> |



# Town of Johnstown

## MEMORANDUM

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TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: December 7, 2020

CC: Town Staff  
Local Media

SUBJECT: Town Manager's Report

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

- 12/07/2020 – Regular Town Council Meeting
  - 12/14/2020 – Special Called Meeting
  - 12/21/2020 – Regular Town Council Meeting
- 

### Administration, Finance, & Planning

- *Comprehensive Plan* – “[Discussion Draft](#)” is live on our website – with comments due December 16. Steering Committee will meet remotely to review comments and propose needed revisions for a Final Draft.
- *CentralSquare Software* – Town Staff has been finalizing configuration and undergoing End User Training 11/30-12/3 to expand staff capacities to access information and provide better customer support with regards to permitting and development projects. We are prepping to move fully to this system for 2021.
- *Liquor Licenses* – Hays Market liquor license was submitted to the State for approval.
- *Municipal Court* – 183 tickets were processed in the months of October and November
- *Certification of Liens* – There were a total of 26 accounts with a combined outstanding balance of \$12,795.82 certified to Weld County for collection.
- *2021 Proposed Budget* – The 2021 Budget documents including the mill levy certification are being reviewed and finalized for presentation and adoption

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consideration. The special called meeting for this agenda item is scheduled for December 14.

- *New Johnstown Website* – The new Town of Johnstown website is up and running and features new online forms which include a form for reporting light outages as well as water/sewer/parks related issues and one for the PD that takes Tip Submissions. These new forms, and more, allow residents to skip the trip into the office or the phone call and use their tablet, computer, or mobile phone to get the information directly to the relevant Town department. We are appreciative of the patience it takes to learn the ropes of a new site and the Communications Department is confident that the new site will be an increasingly valuable tool. The site can be accessed by using TownofJohnstown.com as well as Johnstown.colorado.gov.
- *Johnstown Moving to a .GOV* – The Town of Johnstown has been on a .COM website for some time (TownofJohnstown.com) and our new website has added a new dimension to our URL – the .GOV. Moving to a .GOV domain for our website will help establish its digital services as official, trusted sources for resident information. On account of the move to work from home, the Communications Office has decided to delay the change in emails to our new .gov domain until later in December to accommodate all departments successful connection to the domain.
- *Property Appraisal* – The Town has engaged with CBRE to perform the appraisal of the property it currently owns at 16 N. Parish Avenue. This property is just north of the Town's Community/Senior Center. We expect completion in 60-90 days.
- *TDS Discussion* – Town Staff met with TDS about the recent outages and the imperative need for improved communication when outages occur both unexpectedly or planned for maintenance and upgrading of the broadband system. The conversation was both constructive and beneficial for each of the entities and we hope that this has created better awareness and opened the lines of communication for our community and the TDS customers.

## Police Department

### *Training:*

- *Overdose Investigations* – Detective Garcia completed an overdose death investigation course. This course provides techniques as they relate to drug overdose deaths; specifically, the phenylpiperidine family of synthetic opioids like fentanyl and carfentanyl. The course also went over the ways current drug dealers are packaging these synthetic opioids to look like prescription opioids.
- *Leadership Training* – Sergeant Dickerson recently completed the FBI-LEEDA Supervisor Leadership Institute Training. This training is targeted at first-line supervisors and focuses on topics such as credibility, discipline, liability, and leadership styles.
- *Arrest Control Training* – Sergeant Williams taught a refresher arrest control class to all members of the department. This course concentrated on handcuffing, weapon retention, and weapon takeaways.
- *Risk Management Training* – Commander Sanchez attended a CIRSA sponsored seminar entitled Police Risk Management.

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- *Less Lethal Training* – The entire department received training for recertification on both less lethal and Tasers.
- *Forensic Training* – Christy Adair attended a forensic symposium which covered topics including latent fingerprint examination, biological identification, and firearm ballistics testing.

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

- *Santa Cops* – Officer Kelley has been organizing the police department's annual Santa Cops program. All of the officer's significant others and kids have been working hard to get all of the gifts wrapped in time to be delivered by the officers.
- *No Shave November* – Police Department staff participated in our second annual No Shave November. Sixteen (16) members of the department participated in this year's No Shave November and we were able to raise \$826.12 in donations for the Special Olympics.

### **Public Works Department**

#### ***Streets, Stormwater, Parks & Water & Sewer***

- *Public Works Roof* – Roof replacement at the Public Works building should be completed the week of December 7.
- *Patching* – Approximately 200 pounds of asphalt has been placed around Town. Crews continue to monitor roadways for pot holes and any other necessary street repairs.
- *Cemetery* – Brick pavers were installed in the entrance to the new Columbarium. Final cleanup of cemetery for the season is just about completed. Crews also finished some needed road repairs around the grounds.
- *Grading* – County Roads 42, 44, and 46 were graded three times over the last two weeks for a total of 18 miles gravel road grading.
- *Sweeping* – Our street sweeper has been out and about a lot lately picking up leaves. We will continue sending the machine out as long as weather permits.
- *Parks* – Staff has been mulching and picking up leaves in all our parks. Disinfecting of playgrounds continues at a minimum of three times per week.
- *Christmas Decorations* – Decorations have been installed by Staff on trees and light poles in downtown. Lights will be officially turned on December 5.
- *Water Service* – A new service line valve was installed for a home on N 1<sup>st</sup> Street. The homeowner needed to do repairs and found the valve at property line was broken. C&D crews were quick to respond and repair.
- *Lone Tree Pump House* – The Lone Tree project is 95% complete. Poudre Valley energized the new transformer on November 25. A dry run of the station was performed on November 30. Final communications are being completed from Brown Hill for our SCADA system.
- *VFD Water Plant* – We are still waiting for the VFD for the 250 hp pump at the Water Plant that feeds the north-end of Town to be delivered. It is scheduled to be here the week of December 7. Our contractor is currently on standby to install the unit as soon as it is



delivered. The second VFD has been showing signs of possible failure. We plan on replacing that one as soon as the new one is installed.

- *CDPHE Violation* – The tier two violation letters were sent out on November 25. A letter was mailed to all residents of Johnstown as required by CDPHE. I want to thank our Communications Manager and Finance Director and her department for all the help and support to get these letters out. An S.O.P. is being completed that will be provided to staff to prevent this from happening in the future. Ramey Environmental and I have been working on S.O. P's for sampling, lift stations checks and plant checks. Our goal is to make sure by following these S.O.P's we can prevent any future mishaps and stay ahead of possible failures with equipment.
- *Tanks* – All three of our water tanks have been cleaned inside for sediment and inspected. The south tank at the Water Plant, as reported during budget, has severe roof damage and is budgeted for replacement in early 2021. The north tank at Water Plant showed minor failures that will be addressed in 2022. Our north elevated tank was in good condition. All tanks were also painted.
- *Surge Tank* – The surge tank at the Water Plant that reduces pressure from raw water system before it enters the plant has sprung a leak. The materials have been ordered and will be repaired by our contractor once the parts arrive.



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** December 7, 2020

**SUBJECT:** **Public Hearing- First Reading** Ordinance No. 2020-187 an Ordinance Repealing and Readopting Chapter 2 of the Johnstown Municipal Code Concerning Administration and Personnel and, as a Part Thereof, Adding Provisions Concerning Municipal Campaign Finance, and Making Related Amendments to Section 1-21 of Article II of Chapter 1 of the Johnstown Municipal Code Concerning General Definitions.

**ACTION PROPOSED:** Consider Approval of Ordinance No. 2020-187

**ATTACHMENTS:** 1. Ordinance No. 2020-187

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

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### AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is an ordinance that would repeal and replace Chapter 2 of the Johnstown Municipal Code as well as providing amendments to section 1-21 of Article II of Chapter 1 of the Johnstown Municipal Code.

A work session was conducted on November 9, 2020 to go over this Chapter as well as others in the Municipal Code scheduled for revisions. Changes have been made based on the feedback from Council and are included in the ordinance for your consideration. With respect to Chapter 2 Administration and Personnel, some of the more notable changes include the following as described below.

- General definition changes
- Time for Regular Elections
- Filling of Vacancies
- Clarification regarding special meetings
- Items related to the recent April charter changes

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- Slight modifications to emergency and remote meetings regarding disasters, pandemics, etc. based on our experience from this past year.
- Inclusion of a new Municipal Campaign Finance section based on changes in State Statute.
- Changes to Officers and employees regarding key staff members mentioned in the municipal code.
- Deletion of the Drug Screen and Testing section which is included in the TOJ Personnel Handbook.
- There are a couple questions Staff have regarding the sections that discuss
  - Ethics code
  - Financial disclosure by elected officials.

With respect to changes in Section 1-21 of Article II Chapter 1, the changes that are proposed are directly related to definitions. Probably the most notable includes pointing out synonyms of Board of Trustees and Town Council in instances throughout the Johnstown Municipal Code where Board of Trustees is currently used as a reference point when identifying the Town Council.

It has been some time since Chapter 2 and Section 1-21 have been revised and these are general clean up items that were requested by the Council to provide a more up to date Johnstown Municipal Code.

**LEGAL ADVICE:**

The ordinance was drafted by the Town Attorney.

**FINANCIAL ADVICE:**

Not Applicable.

**RECOMMENDED ACTION:**

Approve Ordinance 2020-187 as presented on first reading.

**SUGGESTED MOTIONS:**

**For Approval**

I move to approve Ordinance 2020-187 upon first reading as presented.

**For Denial**

I move to deny Ordinance 2020-187 upon first reading as presented.

***Reviewed and Approved for Presentation,***

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Town Manager

**TOWN OF JOHNSTOWN, COLORADO****ORDINANCE NO. 2020-187****AN ORDINANCE REPEALING AND READOPTING CHAPTER 2 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING ADMINISTRATION AND PERSONNEL AND, AS A PART THEREOF, ADDING PROVISIONS CONCERNING MUNICIPAL CAMPAIGN FINANCE, AND MAKING RELATED AMENDMENTS TO SECTION 1-21 OF ARTICLE II OF CHAPTER 1 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING GENERAL DEFINITIONS**

**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 2 of the Johnstown Municipal Code (“Code”) regulates administration and personnel matters in the Town; and

**WHEREAS**, Chapter 2 was adopted prior to adoption of the Town’s Home Rule Charter and certain of the provisions contained therein conflict with the provisions of the Home Rule Charter; and

**WHEREAS**, to harmonize Chapter 2 with the Home Rule Charter and to otherwise revise and amend certain administrative and personnel policies and procedures, the Town Council desires to repeal and readopt Chapter 2 in its entirety and to make related amendments to the general definitions contained in Section 1-21 of Article II of Chapter 1 of the Code; and

**WHEREAS**, as a part of the revisions and amendments to Chapter 2, to effectuate Senate Bill 19-232, signed by the Governor on May 29, 2019, amending the Fair Campaign Practices Act, Section 1-45-101, *et seq.*, C.R.S., to provide that complaints arising out of a municipal campaign finance matter must be exclusively filed with the clerk of the municipality, rather than with the Colorado Secretary of State, the Town Council desires to include a new article, Article VII entitled “Municipal Campaign Finance,” creating a process for the filing of municipal campaign finance complaints and the resolution of such alleged violations; and

**WHEREAS**, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

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

**Section 1.** Section 1-21. Section 1-21 of Article II of Chapter 1 of the Johnstown Municipal Code is hereby amended to read in full as follows:

**Sec. 1-21. Definitions.**

In the construction of this Code and of all ordinances and resolutions passed by the Town Council, the following terms and rules shall have the meanings set forth herein, unless otherwise provided or unless such meaning would be inconsistent with the manifest intent of the Town Council:

*Board of Trustees* means the Council or Town Council of the Town of Johnstown, Colorado.

*Charter* means the Town of Johnstown Home Rule Charter, as amended from time to time.

*Code* means the Johnstown Municipal Code as designated in Section 1-1.

*Computation of time* means, in computing any period of time prescribed within this Code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation. A half-holiday shall be considered as other days and not as a holiday. As used in this Section, legal holiday includes New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Veteran's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas and any other day appointed as a holiday by the President or the Congress of the United States or pursuant to state statute. When an authorized holiday occurs on a Saturday or Sunday, the official observance shall be the previous Friday or the following Monday, respectively.

*Council or Town Council* means the elected or appointed governing body constituting the Town Council of Johnstown, and includes the Mayor and the Councilmembers.

*Councilmember* means each member of the Town Council, except the Mayor.

*County* means the County of Weld or the County of Larimer, State of Colorado, as appropriate.

*C.R.S.* means the Colorado Revised Statutes.

*Law* denotes applicable federal law, the constitution and statutes of the State of Colorado, the ordinances of the Town and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

*Mayor* means the Mayor of the Town.

*Misdemeanor* means and is to be construed as meaning a violation and is not intended to mean crime or criminal conduct.

*Oath* includes an affirmation in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words swear and sworn shall be equivalent to the words affirm and affirmed.

*Officer, board or commission* shall be construed as if followed by the words of the Town.

*Ordinance* means a law of the Town; provided that a temporary or special law, administrative action, order or directive may be in the form of a resolution.

*Owner, applied to a building or land*, shall include any part owner, joint owner, tenant in common or joint tenant, of the whole or of a part of such building or land.

*Person* means associations, corporations, firms, partnerships and bodies politic and corporate as well as individuals.

*Personal property* includes all property other than real property.

*Preceding, following* means next before and next after, respectively.

*Property* includes real, tangible and intangible personal property.

*Real property* includes lands, tenements and hereditaments.

*Roadway* means that portion of a street improved, designed or ordinarily used for vehicular traffic.

*Shall* is mandatory; *may* is permissive.

*Sidewalk* means any portion of the street between the curb, or the lateral line of the roadway and the adjacent property line, intended for the use of pedestrians.

*State* means State of Colorado.

*Street* includes any highway, alley, street, avenue, public place, square, bridge, viaduct, underpass, overpass, tunnel or causeway in the Town, dedicated or devoted to public use.

*Tenant or occupant*, applied to a building or land, includes any person who occupies the whole or a part of such building or land, whether alone or with others.

*Town* means the Town of Johnstown, Colorado, or the area within the territorial limits of the Town of Johnstown, and such territory outside of the Town over which the Town has jurisdiction or control by virtue of any constitutional or statutory provision.

*Town Fee Schedule* means a schedule of the Town's fees, rates and charges adopted by resolution of the Town Council.

**Section 2. Repeal and Readoption of Chapter 2.** Chapter 2 of the Johnstown Municipal Code is hereby be repealed in its entirety and readopted to read as follows in its entirety:

## **Chapter 2 – Administration and Personnel**

### **ARTICLE I Mayor and Town Council**

Sec. 2-1. Corporate authority.

Sec. 2-2. Time for regular elections; procedure for special elections.

Sec. 2-3. Filling of vacancies.

Sec. 2-4. Write-in candidate's affidavit.

Sec. 2-5. Election may be cancelled; when.

Sec. 2-6. Mayor.

Sec. 2-7. Mayor pro tem.

Sec. 2-8. Councilmembers.

Sec. 2-9. Candidate nomination procedures for mail ballot elections.

Sec. 2-10. Town Council authority.

Sec. 2-11. Vacation of office by moving from Town.

Sec. 2-12. Authority to enter into intergovernmental contracts.

Sec. 2-13. Time and place for regular meetings.

Sec. 2-14. Special meetings.

Sec. 2-15. Remote meetings.

Sec. 2-16. Quorum; authority to demand attendance of absent members.

Sec. 2-17. Agenda.

Sec. 2-18. Resolution or motion required; roll call vote.

Sec. 2-19. Adoption of ordinances.

Sec. 2-20. Mayor to vote; votes required for passage.

Sec. 2-21. Recording and authentication of ordinances.

Sec. 2-22. Suspension of the rules.

Sec. 2-23. Financial disclosure by elected officials.

Sec. 2-24. Compensation.

Sec. 2-25. Town Fee Schedule.

Secs. 2-26 - 2-40. Reserved.

### **Sec. 2-1. Corporate authority.**

The corporate authority of the Town is, by state law and by the Charter, vested in the Town Council, consisting of one (1) Mayor and six (6) Councilmembers.

### **Sec. 2-2. Time for regular elections; procedure for special elections.**

Each regular election shall be held on the first Tuesday in April in even-numbered years. All special elections called by the Town Council for any purpose shall be called by a resolution adopted not less than thirty (30) days before the election. The resolution calling a special election shall describe the purpose of the election.

### **Sec. 2-3. Filling of vacancies.**



The Town Council shall have power, by appointment, to fill all vacancies of the Town Council if the vacancy occurs more than ninety (90) days before the next general municipal election. The appointee shall be selected by a majority vote of the remaining members of the Council and such appointment shall be made within thirty (30) days after such vacancy occurs. If the Mayor or a Councilmember is not able to attend a meeting wherein an appointee is to be selected, the Mayor or such Councilmember may provide his or her ballot, duly signed, to the Town Clerk prior to the meeting and the Town Clerk shall retain such ballot as part of the record of the proceedings in the same manner as other ballots are retained. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where a vacancy or vacancies exist and a successor or successors are to be elected at the next election to fill the unexpired term or terms, the three (3) candidates for Councilmember receiving the highest number of votes shall be elected to four (4) year terms, and the candidate or candidates receiving the next highest number of votes, in descending order, shall be elected to fill the unexpired term or terms. If three or more vacancies exist at any one time and there will not be a regular municipal election within the ninety (90) days immediately after the date that the third vacancy occurred, Town Council shall call a special election.

**Sec. 2-4. Write-in candidate's affidavit.**

No write-in vote for a Town office shall be counted unless an affidavit of intent has been filed with the Town Clerk by the person who desires the office and is qualified to assume the duties of that office if elected. The affidavit of intent shall be filed with the Town Clerk no later than sixty-four (64) days before the day of the election.

**Sec. 2-5. Election may be cancelled; when.**

- (1) If the only matter before the voters is the election of persons to office and if, at the close of business on the sixty-fourth (64<sup>th</sup>) day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the Town Clerk shall certify such fact to the Town Council. The Town Council shall thereafter hold a meeting and, by resolution, instruct the Town Clerk to cancel the election and declare the candidates elected.
- (2) Notice of such cancellation shall be published and shall be posted at each polling place and in not less than one (1) other public place.

**Sec. 2-6. Mayor.**

- (1) Qualifications. The Mayor shall be a registered elector who has resided within the limits of the Town for a period of at least twelve (12) consecutive months immediately preceding the date of the election; provided that, in case of annexation, any person who has resided in the annexed territory for the time prescribed shall be deemed to have met the residency requirements for the Town to which the territory was annexed.
- (2) Election and term of office. At the regular municipal election every four (4) years, a Mayor shall be elected to serve a four (4) year term.
- (3) Powers and duties generally:
  - (a) The Mayor shall preside over the meetings of the Town Council and shall perform such duties as may be required of him or her by the Charter, the provisions of the Code or other ordinances of the Town.

- (b) Insofar as required by the Charter, and for all ceremonial purposes, the Mayor shall be the executive head of the Town and shall be the presiding officer of the Town Council.
- (c) The Mayor shall execute and authenticate by his or her signature such instruments as the Council or any statutes or ordinances shall require.
- (d) Except as may be required by the Charter or statute, the Mayor shall exercise only such powers as the Council shall specifically confer upon him or her.

**Sec. 2-7. Mayor pro tem.**

- (1) At its first meeting following each election, the Town Council, by the affirmative vote of a majority vote of the entire Town Council, shall choose one (1) of the Councilmembers as Mayor pro tem who, in the absence of the Mayor from any meeting of the Town Council, or during the Mayor's absence from the Town or his or her inability to act, shall perform the duties of Mayor.
- (2) If the entire Town Council is not present at such first meeting and the members of the Town Council who are present, after duly voting, are not able to choose a Mayor pro tem by the required majority vote, then the most senior Councilmember shall be deemed to be the temporary Mayor pro tem until the first meeting wherein the entire Town Council is present, at which time the Town Council shall choose a Mayor pro tem.
- (3) For purposes of this Section, seniority shall be determined by the number of consecutive years a Councilmember has served on the Town Council. If two or more Councilmembers have served the same amount of consecutive years, then seniority shall be determined by the number of cumulative years that a Councilmember has served on the Town Council.

**Sec. 2-8. Councilmembers.**

- (1) Councilmember election and terms of office. At each regular municipal election, three (3) members of the Town Council shall be elected to serve four (4) year terms.
- (2) Qualifications. Councilmembers shall be registered electors who have resided within the limits of the Town for a period of at least twelve (12) consecutive months immediately preceding the date of the election; provided that, in case of annexation, any person who has resided within the annexed territory for the time prescribed shall be deemed to have met the residency requirements for the Town to which the territory was annexed.

**Sec. 2-9. Candidate nomination procedures for mail ballot elections.**

Any person who desires to be a candidate in a mail ballot election conducted during a regular municipal election shall comply with the nominating procedures set forth in the Colorado Municipal Election Code of 1965, except that:

- (1) Candidate nomination petitions may be circulated and signed beginning on the ninety-first (91<sup>st</sup>) day prior to the day of election and ending on the seventy-first (71<sup>st</sup>) day prior to the day of the election.
- (2) Each candidate nomination petition shall be filed with the Town Clerk no later than the seventy-first (71<sup>st</sup>) day prior to the day of the election.
- (3) Any candidate nomination petition may be amended to correct or replace those signatures which the Town Clerk finds are not in apparent conformity with the requirements of the Colorado

Municipal Election Code by filing such changes no later than the close of business on the sixty-third (63<sup>rd</sup>) day before the election.

- (4) Any person who has been nominated and who has accepted a nomination may cause his or her name to be withdrawn from such nomination by filing a written and signed affidavit withdrawing from such nomination with the Town Clerk at any time prior to sixty-three (63) days before the election. If the only matter before the voters is the election of persons to office and if the withdrawal results in there not being more candidates than offices to be filled at such election, then the election may be cancelled as otherwise set forth in this Article.

**Sec. 2-10. Town Council authority.**

The Town Council shall constitute the legislative body of the Town and shall have power and authority to exercise all power conferred upon or possessed by the Town, and shall have the power and authority to adopt such laws, ordinances and resolutions as it shall deem proper in the exercise thereof.

**Sec. 2-11. Vacation of office by moving from Town.**

If any Councilmember shall move from, or become, during the term of his or her office, a nonresident of the Town, he or she shall be deemed thereby to have vacated his or her office. Such vacancy shall be filled as provided in the Charter and in this Article.

**Sec. 2-12. Authority to enter into intergovernmental contracts.**

- (1) The Town may cooperate or contract with other local governments to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes or the incurring of debt, only if such cooperation or contracts shall be authorized by each party thereto with the approval of the Town Council and the other legislative body or other authority having the power to so approve.
- (2) Any such contract shall set forth fully the purposes, powers, rights, obligations and responsibilities, financial and otherwise, of the contracting parties.
- (3) Where other provisions of law provide requirements for special types of intergovernmental contracting or cooperation, those special provisions shall control.
- (4) Any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so.

**Sec. 2-13. Time and place for regular meetings.**

The Town Council shall hold regular meetings on the first and third Monday of each month at 7:00 p.m.; provided, however, that when the day fixed for any regular meeting of the Town Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the following Wednesday. Except as otherwise provided in this Article, all regular meetings of the Town Council shall be held in the Town Hall.

**Sec. 2-14. Special meetings.**

Special meetings shall be called by the Town Clerk at the request of the Mayor and two Councilmembers or at the request of three Councilmembers. A special meeting shall be held on notice to each Councilmember and the Mayor, either personally, in writing or by electronic or telephonic means. The Town Council shall not take action on any item of business at any special meeting of the Council

unless it has been stated in the advance notice of the meeting or authorized by unanimous vote of all Councilmembers and the Mayor present at such special meeting.

**Sec. 2-15. Remote meetings.**

- (1) Authorization for a remote meeting. When an in-person meeting is not reasonable or prudent to protect the public health, safety or welfare, the Mayor may, by providing written notice to the Town Manager and each Councilmember, direct that a Town Council meeting be conducted remotely. The Mayor's written notice shall be provided by hand delivery or electronic mail, be posted on the front entryway of Town Hall and, as soon as practicable, on the Town's website and be included in the minutes of the remote meeting. A remote meeting shall be considered a regular meeting or special meeting, as applicable, and, except as set forth herein or otherwise impractical, all meeting requirements shall apply to the remote meeting.
- (2) Type of remote meeting; notice. In the discretion of the Town Manager, remote meetings may be conducted by telephone, video conferencing or other electronic means. The Town Manager shall endeavor to ensure that Town Council, Town staff and the public are able to hear or read the discussion and testimony presented during the remote meeting. The Town Manager shall provide direct notice regarding the manner in which to participate in the remote meeting to Town Council and Town staff and shall post notice for the benefit of the public on the front entryway of Town Hall and, as soon as practicable, on the Town's website.
- (3) Public participation. The Town Manager shall take reasonable and practical measures to ensure that each remote meeting is open to the public and provides the public with an opportunity to be heard, unless public participation is not practicable or feasible due to the emergency situation. If public participation is not available, any action taken at the remote meeting shall be effective only until the next meeting that allows for public participation. At that next meeting, Town Council may ratify any action taken at the remote meeting that did not allow for public participation. If Town Council fails to ratify the action, such action shall be deemed rescinded.
- (4) Voting. All votes during a remote meeting shall be conducted by roll call.
- (5) Minutes. Minutes of the remote meeting shall be taken and retained in the records of the Town and shall be open to public inspection.
- (6) Public meeting with remote public participation. To protect the public health, safety or welfare, in lieu of a remote meeting, the Mayor may request, but not require, that members of the public participate in a public meeting remotely. In such case, the Mayor shall direct the Town Manager to provide notice to the public that attendance at a public meeting is discouraged by posting such message on the front entryway of Town Hall and on the Town's website. The Town Manager's notice shall include the manner in which the public may attend and be heard at the meeting remotely.

**Sec. 2-16. Quorum; authority to demand attendance of absent members.**

No action shall be taken by the Town Council at a meeting unless a quorum is present. A majority of the Town Council shall constitute a quorum. A lesser number may adjourn from time to time and compel the attendance of absent members. Any member of the Town Council, at any regular or special meeting, may, in writing, demand the attendance of the absent members, which demand shall be entered on the record forthwith by the Town Clerk, who shall thereupon notify the absent members of the time and place of the meeting.

**Sec. 2-17. Agenda.**

All reports, communications, ordinances, resolutions, contracts, documents or other matters to be submitted to the Town Council shall, prior to each meeting, be delivered to the Town Clerk, who shall immediately arrange a list of such matters according to the order of business. Each Councilmember, the Mayor, the Town Manager and the Town Attorney will be furnished with a copy of the order of business, together with a copy of the minutes of the last preceding meeting, prior to the Town Council meeting and as far in advance of the meeting as time for preparation shall permit.

**Sec. 2-18. Resolution or motion required; roll call vote.**

Every subject coming before the Town Council meeting for its action shall be submitted by ordinance, resolution or motion. On consideration of every ordinance and of every resolution authorizing the expenditure of money or the entering into of a contract, the yeas and nays shall be recorded.

**Sec. 2-19. Adoption of ordinances.**

Introduction, adoption, approval and publication of ordinances enacted by the Town Council shall be in accordance with the Charter.

**Sec. 2-20. Mayor to vote; votes required for passage.**

The Mayor shall be considered a member of the Town Council and shall have the same voting powers as any member of the Town Council. Except where a greater number is required by the Charter, the final adoption of any ordinance shall require the affirmative vote of a majority of the Council, and resolutions and motions shall require the affirmative vote of a majority of the Council present at the meeting adopting such resolutions and motions. An emergency ordinance necessary for the immediate preservation of public property or assets, health, welfare, peace, or safety shall require the affirmative vote of five (5) members of Town Council.

**Sec. 2-21. Recording and authentication of ordinances.**

All ordinances shall be numbered, authenticated by the signature of the Mayor and Town Clerk and recorded by the Town Clerk in the official records of the Town.

**Sec. 2-22. Suspension of the rules.**

Any of the provisions of this Article may be temporarily suspended in connection with any matter under consideration by a recorded vote of three-fourths ( $\frac{3}{4}$ ) of the members of the Town Council present at a meeting wherein such suspension is voted upon, except that this shall not be construed to permit any action that is contrary to the Charter.

**Sec. 2-23. Financial disclosure by elected officials.**

- (1) Application. The provisions of this Section shall apply to the Mayor, Councilmembers and all candidates for election to the aforementioned offices.
- (2) Definitions. In this Section, unless the context otherwise requires:

*Business* means any activity which is engaged in for the purpose of earning a profit.

*Business entity* includes a corporation, general or limited partnership, sole proprietorship, joint venture, unincorporated association, real estate investment trust or other business trust.

*Business with the Town* shall mean any one (1) or any combination of sales, purchases, leases or contracts to, from or with the Town, or agency thereof, involving consideration of five hundred dollars (\$500.00) or more on a cumulative basis during the calendar year for which a required statement is to be filed. As of the awarding or execution of a contract or lease, the total then ascertainable consideration thereby committed to be paid, regardless of the period of time over which such payments are to be made, shall be included.

*Description of any real property* means a legal description of the property, or the address of the property if such address is sufficient to enable a reasonable person to locate and identify the property.

*Interest* shall mean:

- (a) Any legal or equitable interest, whether or not subject to an encumbrance or a condition, which is owned or held, in whole or part, jointly or severally, directly or indirectly, at any time during the calendar year from which a required statement is to be filed;
- (b) An interest in: any stock or similar security, preorganization certificate or subscription, investment contract, voting trust certificate, limited or general partnership or joint venture, business trust, or certificate of interest or participation in a profit-sharing agreement or in an oil, gas or other mineral royalty or lease; or any other equity interest, however evidenced, which entitles the owner or holder thereof, directly or indirectly to receive or direct any part of the profits from, or to exercise any part of the control over, a business entity, as well as any interest which, conditionally or unconditionally, with or without consideration, is convertible thereto;
- (c) An interest in a note, bond, debenture or any other evidence of a creditor interest;
- (d) However, it shall not include an interest held solely in the capacity of a personal representative, agent, custodian, fiduciary or Council member, nor an interest in a time or demand deposit in a financial institution, nor an interest in an insurance or endowment policy or annuity contract.

*Legal or equitable interest* does not include any interest over which the owner of the interest exercises only ministerial control or from which the owner of the interest derives no tangible benefit. Without limitations, such interests shall not include title, rights or interests held by one as agent, executor or Council member, or in another fiduciary capacity, unless coupled with a beneficial interest in the subject matter.

*Person* includes any natural person, corporation, partnership, trust, unincorporated association, or other organization, entity or enterprise.

*Source of income* means any source from which a person obtained income, except that, in the case of income received in pursuit of a business or profession in the course of which income is received from a number of clients, patients or customers, the source of the income shall be deemed to be the business or profession and not the individuals from whom the income is received.

(3) Information to be disclosed.

- (a) Every person described in Subsection (1) above shall disclose the following information:

- (i) Any source of income from which the person, his or her spouse or minor children residing with the person derived more than five hundred dollars (\$500.00) during the preceding year.
  - (ii) The name of any business, however organized, in which the person, his or her spouse or minor children residing with the person have any legal or equitable interest or serve as a director or fiduciary or is a member.
  - (iii) A description of any real property located in Weld or Larimer County, Colorado, in which the person, his or her spouse or minor children residing with the person have any legal or equitable interest.
  - (iv) The name of any client, patient, customer or other single source which provides twenty percent (20%) or more of the total income of individual, his or her spouse or minor children residing with the person.
  - (v) The name of each creditor for the person, his or her spouse or minor children residing with the person, to whom is owed an amount in excess of five hundred dollars (\$500.00), including the interest rate, excluding customary household expenses, retail credit accounts, contracts for commercial retail sale and mortgage contracts on the principal place of dwelling of the person filing.
  - (b) A schedule of the identity of the person to whom a liability is owed doing business with the Town, owed at any time during the year for which the statement is filed, excluding customary household expenses, retail credit accounts, contracts for a commercial retail sale and mortgage contracts on the principal place of dwelling of the person filing.
  - (c) Notwithstanding the requirements of Subsection (3)(a) above, no person shall be required to disclose any interest which could not be affected materially by any action, failure to act or decision of the person making disclosure, acting within the scope of the official duties of the office which the person holds or seeks.
- (4) Procedure for making disclosure. Every person required by this Section to make disclosure shall file a completed financial disclosure statement in the office of the Town Clerk at the following stated times:
- (a) Every candidate for election to the offices named in Subsection (1) above shall file a completed financial disclosure statement on the date upon which such candidate files a nomination petition for election to municipal office, except that no person shall be required by this Section to file a financial disclosure statement during the same year the person filed an affidavit pursuant to Subsection (4)(b) below.
  - (b) The Mayor and each Councilmember shall submit an affidavit on or before April 15 of each year during which the official holds office, averring that the financial disclosure statement, as may be amended from time to time, is substantially correct and that there are no material changes; provided, however, that no official whose term of office expires before April 15 of any year shall be required to file such affidavit.
  - (c) If the disclosable information required by this Section materially changes at any time during an official's term, the Mayor or the Councilmember, as the case may be, shall file

an updated financial disclosure statement within seven (7) days after such disclosable change to the financial information occurs.

(5) Duties of Town Clerk.

- (a) Within thirty (30) days of the effective date of the ordinance codified in this Section, the Town Clerk shall prepare and have available in the office of the Town Clerk a form to be entitled "Financial Disclosure Statement." Said form shall contain instructions, consistent with the provisions of this Section, explaining the manner in which the form is to be filled out. There shall be designated spaces on the form for disclosure of each matter required by this Section to be disclosed, and a space sufficient for an acknowledgment before a notary public. The form shall also contain a place for the signature of the person making disclosure; an affidavit that the information disclosed is true, accurate and complete to the best knowledge of the party making disclosure, and a place for the date upon which the statement was completed and the date upon which the statement was received by the Town Clerk. The Town Clerk shall also prepare and have available in the office of the Town Clerk a form entitled "Annual Affidavit." The Annual Affidavit shall contain a statement that the information provided on the Financial Disclosure Statement, as may be amended from time to time, is substantially correct and that there are no material changes to the disclosed information. The Annual Affidavit form shall contain a place for the signature of the official making the foregoing statements and a notary block.
  - (b) Any financial disclosure statement filed by any person required by this Section to make disclosure shall be preserved by the Town Clerk until six (6) months after:
    - (i) The defeat of the person making disclosure, in the case of an unsuccessful candidate for elective municipal office;
    - (ii) The date upon which the person leaves office, in the case of an elected or appointed municipal official; or
    - (iii) Receipt by the Town Clerk of a more current disclosure statement.
  - (c) The Town Clerk shall permit any person who requests permission to inspect any financial disclosure statement on file in the office of the Town Clerk to inspect or copy the same during normal business hours of the office of the Town Clerk. A reasonable charge may be assessed for any copy provided by the office of the Town Clerk.
  - (d) If any person required to file a financial disclosure statement fails to file the same, the Town Clerk shall, within three (3) days of the deadline for filing, notify the person that such person may be in violation of this Section.
- (6) Affirmative defense. It shall be an affirmative defense to any prosecution under this Section that, within seven (7) days after receipt of notice pursuant to Subsection (5)(d) above, the person filed a completed financial disclosure statement, and no prosecution under this Section shall be initiated until such seven-day period has passed.
- (7) Rules of construction. This Section shall be construed in such a way as to ensure that the electorate is fully and effectively informed of all matters required by this Section to be disclosed. If any portion of this Section is adjudged invalid or unenforceable for any reason, the remainder



of the Section shall continue in force unless to give effect to the remaining provisions would defeat the policy embodied in this Section.

- (8) Appointment of special associate municipal judge. If any charge of violation of this Section is filed in the Municipal Court, the presiding municipal judge shall forthwith notify the court administrator of the state and request the court administrator to furnish to the presiding municipal judge the name or names of one (1) or more municipal judges of the state who may be available to try such case; and the presiding municipal judge shall determine the availability of such judge or judges to try such case and shall designate a municipal judge whose name is furnished by the court administrator to try such case. Such judge shall be an associate municipal judge of the Town during and for all the purposes of such case and the trial and decision thereof, upon taking an oath of office as an associate municipal judge of the Town. Such judge shall be paid reasonable compensation for services rendered.

#### **Sec. 2-24. Compensation.**

- (1) Pursuant to the Charter, the Mayor and each Councilmember shall receive such salary and benefits as prescribed by ordinance for each regular meeting of the Town Council that he or she attends, but no compensation shall be given for attendance at special meetings or work sessions.
- (2) To be eligible for compensation, the Mayor and each Councilmember must be present for at least three-fourths ( $\frac{3}{4}$ ) of the votes taken at the meeting attended, the roll call counting as one (1) vote. Votes missed as a result of a conflict of interest by a Councilmember shall not be counted in the total against that member.
- (3) The Mayor Pro Tem, if acting as Mayor for three-fourths ( $\frac{3}{4}$ ) of the meeting, shall receive the compensation of the Mayor for the meeting.

#### **Sec. 2-25. Town Fee Schedule.**

Town Council shall have the power to establish, modify and amend by resolution a schedule of the fees, rates and charges levied and assessed by the Town for municipal services, which shall be known as the Town Fee Schedule.

#### **Secs. 2-26 - 2-40. Reserved.**

### **ARTICLE II Officers and Employees**

Sec. 2-41. Intent of Article.

Sec. 2-42. Appointment of Town Manager.

Sec. 2-43. Duties of Town Manager.

Sec. 2-44. Plan of administrative organization.

Sec. 2-45. Relationship of the Town Council to Town Manager.

Sec. 2-46. Appointment of Town Attorney.

Sec. 2-47. Duties of Town Attorney.

Sec. 2-48. Appointment of Town Clerk.

Sec. 2-49. Duties of Town Clerk.

Sec. 2-50. Appointment of Town Treasurer.

Sec. 2-51. Duties of Town Treasurer.

Secs. 2-52 – 2-70. Reserved.

**Sec. 2-41. Intent of Article.**

Nothing in this Article shall impair the responsibility of the Town Council for the overall operation of the Town government as required by the Charter and state law.

**Sec. 2-42. Appointment of Town Manager.**

- (1) There is hereby created the position of Town Manager. The Town Manager shall serve at the pleasure of the Town Council. The appointment or removal of the Town Manager shall require the affirmative vote of a majority of the entire Town Council.
- (2) The Town Manager shall be hired without regard to any consideration other than fitness, competency, training and experience in professional administration. The Town Council shall be authorized to establish the beginning and continuing salary of the Town Manager. The Town Council may, in its discretion, enter into a contract with the Town Manager. Upon termination, the Town Council may, in its discretion, provide termination pay.
- (3) At the time of his or her hiring, the Town Manager need not be a resident of the Town or State, but, during tenure of office, he or she shall reside within the Town.
- (4) Before entering upon the duties of the office, the Town Manager shall take an oath of office.
- (5) The Town Council may require the Town Manager to furnish a bond conditioned upon the faithful performance of his or her duties in such amounts and with such sureties as appropriate.

**Sec. 2-43. Duties of Town Manager.**

- (1) The Town Manager shall have the power to hire and remove employees of the Town, except for elected officials and Councilmembers or Commission appointees, including the Town Attorney and the Municipal Judge. He or she shall have the power to suspend and discipline affected employees in accordance with written personnel policies and procedures adopted by the Town Council or personnel rules and regulations established by the Town Manager pursuant to the Charter.
- (2) In addition to those powers enumerated in Subsection (1) above and those set forth in the Charter, the Town Manager shall have the following powers:
  - (a) To supervise the administration of the enforcement of all laws and ordinances of the Town, except to the extent that the administration of such enforcement is confided to other Town officials by law or ordinances;

- (b) To be responsible to the Town Council for the administration of all departments of the Town, save and except those departments confided to the supervision of other Town officers by law or administrative functions of such departments to the extent requested or delegated by the Town officers having primary responsibility for the operation of such departments;
- (c) To issue such administrative regulations and outline general administrative procedures applicable to areas and departments confided to his or her supervision in the form of rules which are not in conflict with the Charter or the Town ordinances;
- (d) To assist in preparing the budget and to submit the same to the Town Council;
- (e) In cooperation with the Town Treasurer, to keep the Town Council fully informed as to the financial condition of the Town;
- (f) To recommend to the Town for adoption such measures as he or she may deem necessary or proper for the efficient and proper operation of the Town;
- (g) To prepare and submit to the Town Council for each regular meeting a report of the Town's affairs, including a summary of the reports of the operations of all Town departments;
- (h) Subject to the requirements of state law, if applicable, the Charter and ordinances, and in accordance with rules and regulations now or hereafter promulgated by the Town Council, to purchase materials and authorize budgeted expenditures of funds on behalf of the Town;
- (i) To develop proposals to achieve intergovernmental cooperation between the Town and other units of local government regarding growth concerns and to such areas as joint purchasing, law enforcement, street repairs and maintenance, animal control and the like as directed by the Town Council;
- (j) To work with department heads and employees to solve internal organizational problems both within departments and across departmental lines;
- (k) To meet with individuals, groups, community or regional organizations and business or industrial concerns to represent the Town and discuss Town policies;
- (l) To attend conferences and seminars to keep abreast of current trends in the field of municipal management;
- (m) To review and update personnel policies;
- (n) To attend Town Council meetings; and
- (o) To perform such other duties as may be prescribed by ordinance or by direction of the Town Council.

**Sec. 2-44. Plan of administrative organization.**

The Town Manager may propose a plan of administrative organization to the Town Council, which, if approved by the Town Council, may be adopted by ordinance or resolution. The administrative

plan shall provide for such departments and officers as may be deemed necessary for the efficient administration of the Town.

**Sec. 2-45. Relationship of the Town Council to Town Manager.**

Neither the Mayor nor any Councilmember shall in any way interfere with the Town Manager in his or her exercise of the powers and duties granted by the Charter and this Article. Except for the purpose of inquiry, the Mayor and Councilmembers shall deal with the Town Manager solely through the Town Council, and neither the Mayor nor any Councilmember shall give orders to any of the subordinates of the Town Manager.

**Sec. 2-46. Appointment of Town Attorney.**

The Town Council, by a majority vote, shall appoint a qualified attorney at law admitted to practice in Colorado as the Town Attorney and shall fix his or her compensation. The Town Attorney shall serve at the pleasure of the Town Council. The removal of the Town Attorney shall require the majority vote of the entire Council. Before entering upon the duties of the office, the Town Attorney shall take an oath of office.

**Sec. 2-47. Duties of Town Attorney.**

The Town Attorney shall, in addition to the duties contained in the Charter, perform the following duties:

- (1) Act as legal advisor to, and be attorney and counsel for, the Town Council and be responsible solely to the Town Council. He or she shall advise any officer or department head of the Town in matters relating to his or her official duties when so requested by the Town Council or the Town Manager or his or her designee;
- (2) Prosecute ordinance violations and conduct for the Town cases in Municipal Court, unless a Town Prosecutor is appointed as provided in the Charter. He or she shall file with the Town Clerk copies of such records and files relating thereto;
- (3) Prepare or review all ordinances, contracts, bonds and other written instruments which are submitted to him or her by the Town Council or the Town Manager or his or her designee, and promptly give his or her opinion as to the legal consequences thereof;
- (4) Call to the attention of the Town Council all matters of law, and changes or developments therein, affecting the Town; and
- (5) Perform such other duties as may be prescribed for him or her by the Town Council.

**Sec. 2-48. Appointment of Town Clerk.**

The Town Manager shall appoint a Town Clerk to perform such duties required by the Charter, applicable laws, ordinances, rules, regulations and policies and such other duties as directed by the Town Manager. Before entering upon the duties of the office, the Town Clerk shall take an oath of office. The Town Manager may require, upon conferral with Town Council, that the Town Clerk furnish a bond conditioned upon the faithful performance of his or her duties as Town Clerk in such amounts and with such sureties as appropriate.

**Sec. 2-49. Duties of Town Clerk.**

The Town Clerk shall, in addition to the duties contained in the Charter, perform the following duties:

- (1) Be the Town Clerk of the Town Council, attend all meetings of the Town Council and keep a permanent journal of its proceedings;
- (2) Be the custodian of all of the Town's records, and, except as otherwise required by law, allow that such records be open at all reasonable times for inspection;
- (3) Certify by his or her signature all ordinances and resolutions enacted or passed by the Town Council;
- (4) Provide and maintain in his or her office a supply of forms required by the Town to be filed for any purpose;
- (5) Be the custodian of all bonds of all officers or employees of the Town; and.
- (6) Perform such other duties as may be prescribed for him or her by law or by the Town Manager.

**Sec. 2-50. Appointment of Town Treasurer.**

The Town Manager shall appoint a Town Treasurer to perform such duties required by the Charter, applicable laws, ordinances, rules, regulations and policies and such other duties as directed by the Town Manager. Before entering upon the duties of the office, the Town Treasurer shall take an oath of office and shall furnish a bond conditioned upon the faithful performance of his or her duties as Town Treasurer in such amounts and with such sureties as appropriate.

**Sec. 2-51. Duties of Town Treasurer.**

In addition to other duties that may be prescribed pursuant to this Article, the Town Treasurer shall perform the following duties:

- (1) The Town Treasurer shall receive all monies belonging to the Town and give receipts therefor; shall keep his or her books and accounts in such manner as may be prescribed by the Town Council; shall keep a separate account of each fund or appropriation and the debts and credits belonging thereto; and shall report to the Town Council, at each regular monthly meeting thereof, the state of the Treasury at the date of such account and the balance of money in the Treasury. He or she shall also accompany such statement of accounts with a statement of all monies received in the Treasury and on what account, during the preceding month, together with all warrants redeemed and paid by him or her, and such warrants and their supporting vouchers shall be delivered and filed in the Town Clerk's office upon every day of such statement. All books and accounts of the Town Treasurer shall always be subject to inspection of the Mayor or any Councilmember;
- (2) If there shall be no funds in his or her hands for the payment of any Town warrant presented to him or her for such payment, it shall be his or her duty to register such warrants in a book to be kept by him or her for that purpose, and the Town Treasurer shall endorse upon all such warrants so presented to him or her the time and date of such registry. Whenever the Town Treasurer shall pay such warrant, he or she shall enter the payment and the amount of interest allowed or paid on such warrant in the registry;

- (3) The Town Treasurer shall perform all other duties, keep all records and make all reports that are required by other provisions of the Charter, the Code, other ordinances of the Town or state law; and
- (4) When the Town Treasurer shall vacate such office, he or she shall turn over and deliver to his or her successor all monies, books, papers, property or things belonging to the Town and remaining in his or her charge as Treasurer.

**Secs. 2-52 – 2-70. Reserved.**

### **ARTICLE III Municipal Court**

Sec. 2-71. Municipal Court created; jurisdiction.

Sec. 2-72. Appointment of Municipal Court judge.

Sec. 2-73. Procedure governed by Colorado Municipal Court Rules and the court; maximum penalty for contempt.

Sec. 2-74. Fines imposed by the Municipal Court.

Secs. 2-75—2-90. Reserved.

#### **Sec. 2-71. Municipal Court created; jurisdiction.**

As further provided in the Charter, there is hereby created and established a Municipal Court in and for the Town. The Municipal Court shall have jurisdiction to hear, try, and determine all alleged violations of the Charter, ordinances and other enactments of the Town. In addition to persons over the age of eighteen (18) years, the Municipal Court shall have jurisdiction over juveniles between the ages of ten (10) and eighteen (18) years.

#### **Sec. 2-72. Appointment of Municipal Court judge.**

The Town Council shall appoint, by a majority vote of the entire Council, a presiding municipal judge and such deputy municipal judges as the Council deems necessary. Each municipal judge shall be appointed for a two-year term.

#### **Sec. 2-73. Procedure governed by Colorado Municipal Court Rules and the court; maximum penalty for contempt.**

The procedure in the Municipal Court shall be governed by Colorado Municipal Court Rules. The Municipal Court may make rules for procedures which are not inconsistent with such Colorado Municipal Court Rules, including powers incident to compelling attendance of witnesses, punishment for contempt and enforcement of orders of court.

#### **Sec. 2-74. Fines imposed by the Municipal Court.**

- (1) Surcharges.

- (a) For parking citations, a surcharge in the amount provided by resolution of the Town Council in the Town Fee Schedule shall be added to the fine.
  - (b) For traffic citations that do not require a mandatory court appearance, a surcharge in the amount provided by resolution of the Town Council in the Town Fee Schedule shall be added to the fine.
  - (c) For all other citations, after determining the appropriate fine for each person convicted of violating an ordinance of the Town, the Municipal Judge shall add thereto a surcharge calculated as a percentage of the total fine, which percentage shall be provided by resolution of the Town Council in the Town Fee Schedule.
- (2) Maximum fine. The total fine, including the surcharge, shall not exceed the maximum fine permitted under state law.
- (3) Disposition of surcharge proceeds. All proceeds of the surcharges shall be paid into the General Fund of the Town to be used for the purpose of law enforcement training or for the purchase of equipment for traffic enforcement and traffic safety.

**Secs. 2-75—2-90. Reserved.**

#### **ARTICLE IV Police Department**

Sec. 2-91. Created; composition.

Sec. 2-92. Rules and regulations.

Sec. 2-93. Employment, oath, powers and duties of Chief of Police.

Sec. 2-94. Duties of police officers.

Sec. 2-95. Oath for police officers.

Sec. 2-96. Extraterritorial duty on request.

Sec. 2-97. Removal, disposition of lost, abandoned or confiscated property.

Secs. 2-98—2-110. Reserved.

#### **Sec. 2-91. Created; composition.**

There is hereby created a Police Department for the Town which shall consist of one (1) Chief of Police and as many police deputies, officers and personnel as may from time to time be deemed necessary for the safety and good order of the Town.

#### **Sec. 2-92. Rules and regulations.**

The Police Department shall be operated and managed in accordance with such departmental rules and regulations as may from time to time be adopted by the Town Council, the Town Manager or the Chief of Police.

**Sec. 2-93. Employment, oath, powers and duties of Chief of Police.**

The Town Manager shall hire a Chief of Police who shall be the head of the Police Department and report directly to the Town Manager. Before entering upon the duties of such office, the Chief of Police shall take and subscribe to an oath that he or she will support the Constitution and laws of the State, Constitution of the United States and ordinances of the Town, and that he or she will faithfully perform the duties of the office upon which he or she is about to enter.

It shall be the duty of the Chief of Police to, among others as may be prescribed by the Town Manager:

- (1) Enforce the ordinances of the Town, the laws of the state and the rules and regulations of the Police Department, and perform such duties as may be required by the Town Council acting through the Town Manager;
- (2) Direct the operations of the Police Department, subject to the rules and regulations thereof;
- (3) When appropriate, arrest any person violating any of the Town ordinances or state laws; and
- (4) Reconcile and keep records of the accounts of the Police Department.

**Sec. 2-94. Duties of police officers.**

All members of the Police Department shall:

- (1) Perform all duties required by the Chief of Police;
- (2) Suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons in the Town and pursue and arrest any person fleeing from justice;
- (3) Enforce the ordinances of the Town and the laws of the state and, when appropriate, arrest any person violating any of the Town ordinances or state laws;
- (4) Report offenses as may come to their knowledge to the proper Town official or the Municipal Judge and, if appropriate, endeavor to secure a warrant for the arrest of offenders; and
- (5) Execute and return all writs and processes directed by the Municipal Judge, and serve the same in any part of the County.

**Sec. 2-95. Oath for police officers.**

Before entering upon the duties of his or her office, each police officer shall take and subscribe an oath that he or she will support the Constitution and laws of the state, the Constitution of the United states and the ordinances of the Town, and that he or she will faithfully perform the duties of the office upon which he or she is about to enter.

**Sec. 2-96. Extraterritorial duty on request.**

The Chief of Police may, in his or her discretion, upon request of a chief of police or person exercising the functions thereof in any other jurisdiction, assign police officers under his or her control together with such equipment as he or she shall deem to be proper to perform temporary duty in the requesting jurisdiction.

**Sec. 2-97. Removal, disposition of lost, abandoned or confiscated property.**



The Police Department is authorized to remove and dispose of all property, other than automobiles, which is found to be lost or abandoned, or which is confiscated, upon the streets or alleys of the Town or upon private property within the Town limits. Disposal of such removed or confiscated property shall be in accordance with policies and procedures prescribed by the Chief of Police and in accordance with state law. All proceeds from the sale of such property, if at all, shall be placed in the General Fund of the Town.

**Secs. 2-98—2-110. Reserved.**

## **ARTICLE V Fire Department**

Sec. 2-111. Fire prevention.

Sec. 2-112. Appeals.

Secs. 2-113—2-130. Reserved.

### **Sec. 2-111. Fire prevention.**

The International Fire Code adopted by the Town pursuant to Chapter 18 of the Code shall be enforced by the Front Range Fire Rescue Fire Protection District or the Loveland Fire Rescue Authority, as appropriate.

### **Sec. 2-112. Appeals.**

Whenever the Fire Chief shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the International Fire Code do not apply or that the true intent and meaning of the International Fire Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Fire Chief to the Board of Appeals within thirty (30) days from the date of the decision appealed.

**Secs. 2-113—2-130. Reserved.**

## **ARTICLE VI Social Security**

Sec. 2-131. Participation authorized.

Sec. 2-132. Payroll deductions and contributions.

Sec. 2-133. Agreements authorized.

Secs. 2-134—2-140. Reserved.

### **Sec. 2-131. Participation authorized.**

The Town is hereby authorized to extend social security coverage and the benefits related thereto to employees of the Town and do all other necessary things to effectuate such coverage.

### **Sec. 2-132. Payroll deductions and contributions.**

The Town Manager, or his or her designee, is hereby authorized to establish a system of payroll deductions and make all required payments into the appropriate social security contribution fund.

**Sec. 2-133. Agreements authorized.**

The Town Manager, or his or her designee, is hereby authorized to execute a plan and agreement to extend coverage to the employees of the Town in accordance with federal and state law. Such plan and agreement shall provide that the participation of the Town shall be in effect as of April 1, 1951.

**Secs. 2-134—2-140. Reserved.**

**ARTICLE VII Municipal Campaign Finance**

Sec. 2-141. Definitions.

Sec. 2-142. Complaints; duties of Town Clerk.

Sec. 2-143. Hearing Officer.

Sec. 2-144. Enforcement by Town Clerk.

Secs. 2-145 - 2-150. Reserved.

**Sec. 2-141. Definitions.**

For the purposes of this Article, the following terms shall have the meaning set forth herein:

*Article XXVIII* shall mean Article XXVIII of the Colorado Constitution, entitled Campaign and Political Finance, as amended from time to time.

*Town Clerk* shall mean the Town Clerk of the Town of Johnstown or such person's designee.

*FCPA* shall mean the Fair Campaign Practices Act, Section 1-45-101, et seq., C.R.S., as amended from time to time.

**Sec. 2-142. Complaints; duties of Town Clerk.**

- (1) Any person who believes a violation of Article XXVIII or the FCPA has occurred related to a Town election may file a written complaint with the Town Clerk.
- (2) Complaints must be filed in writing with the Town Clerk no later than thirty (30) calendar days after the complainant knew or should have known by the exercise of reasonable diligence of the alleged violation.
- (3) A written complaint filed with the Town Clerk shall include the following information:
  - (a) The name, address, e-mail address, telephone number and signature of the complainant (if the complainant is represented by counsel, include the counsel's name, address, e-mail address, telephone number and signature);
  - (b) The name of the person alleged to have committed a violation (the "respondent"); and

- (c) The particulars of the violation and any available documentation or evidence supporting the allegation.
- (4) If an incomplete complaint is received, the date on which the originally filed complaint was received is considered the filed date if a complete copy is received within three (3) business days of notification from the Town Clerk that the complaint was incomplete.
- (5) If the Town Clerk determines that the complaint was not timely filed, the Town Clerk shall dismiss the complaint and provide written notice to the complainant and respondent. The Town Clerk's dismissal is a final decision, and subject to review under Rule 106 of the Colorado Rules of Civil Procedure.
- (6) If the Town Clerk determines that the complaint is timely filed, the Town Clerk shall provide notice along with a copy of the complaint to the respondent by personal service, regular mail or electronic mail.
- (7) The respondent shall have thirty (30) days from the date of the notice to cure the violation set forth in the complaint or respond to the complaint. If a response is filed, the respondent shall provide a copy of the response to the complainant by personal service, regular mail or electronic mail.
- (8) If the respondent does not cure the violation in the complaint, as determined by the Town Clerk, the Town Clerk shall appoint an independent hearing officer who is not an officer or employee of the Town.
- (9) In addition to the procedures set forth herein, the Town Clerk is authorized to adopt rules and regulations consistent with the provisions hereof as may be required to implement this Article.
- (10) For purposes of this Article, electronic mail delivery shall only be effective upon acknowledgment of receipt of the electronic mail by the intended recipient.

**Sec. 2-143. Hearing Officer.**

- (1) Upon appointment by the Town Clerk, the hearing officer shall determine whether the complaint identifies a violation of Article XXVIII or the FCPA and whether the complainant asserted facts to support the alleged violation. If the complaint does not meet that threshold, the hearing officer shall dismiss the complaint and provide written notice to the complainant and respondent. The hearing officer's dismissal is a final decision, and subject to review under Rule 106 of the Colorado Rules of Civil Procedure.
- (2) If the complaint is not dismissed, an informal hearing shall be scheduled as soon as practicable but, unless an enlargement of time is granted for good cause, the hearing shall be held within forty-five (45) days of the referral of the complaint to the hearing officer.
- (3) Notice of the hearing and any applicable rules governing the hearing process shall be sent to the complainant and to the respondent.
- (4) The hearing officer shall have authority to issue administrative subpoenas requiring the attendance of a witness or party. It shall be unlawful for a witness or party to fail to comply with such subpoena, and any person convicted of a violation hereof shall be punished in accordance with Article IV of Chapter 1 of the Code, as amended from time to time.

- (5) At the hearing, the complainant and the respondent shall be allowed to be heard and may, in addition to testimony, present written documents and evidence. The complainant shall have the burden of proof by proving the alleged violation(s) by a preponderance of the evidence.
- (6) Following the conclusion of the hearing, the hearing officer shall issue a written order within twenty (20) calendar days.
- (7) If the hearing officer determines that a violation has occurred, the hearing officer's written order may include appropriate relief including, without limitation, any of the following:
  - (a) Order disclosure of the source and amount of any undisclosed contributions or expenditures;
  - (b) Order the return to the donor of any contribution made that was the subject of the violation;
  - (c) Order the respondent to reimburse the fund of the Town from which moneys were inappropriately diverted; and/or
  - (d) Impose a civil penalty in accordance with the Colorado Department of State's published guidelines or as otherwise appropriate.
- (8) The hearing officer's written order is a final decision, and subject to review under Rule 106 of the Colorado Rules of Civil Procedure.

**Sec. 2-144. Enforcement by Town Clerk.**

If the Town Clerk has reason to believe that a violation of the FCPA or Article XXVIII has occurred, the Town Clerk may commence enforcement proceedings in accordance with the procedures set forth in this Article.

**Secs. 2-145—2-150. Reserved.**

**ARTICLE VIII Disaster Emergency Preparedness**

Sec. 2-151. Procedures

Sec. 2-152. Disaster emergency response powers.

Sec. 2-153. Compensation.

Sec. 2-154. Line of succession.

Sec. 2-155. Conflicting ordinances, orders, rules and regulations suspended.

Sec. 2-156. Violation of regulations.

Sec. 2-157. Penalty.

Sec. 2-158. Applicability of state law.

Secs. 2-159—2-180. Reserved.

## **Sec. 2-151. Procedures.**

- (1) Declaration of disaster emergency. In compliance to the extent practicable with the Colorado Disaster Emergency Act, Section 24-33.5-701, et seq., C.R.S., as amended, the Mayor may declare that a disaster emergency exists when an emergency event has occurred, is occurring or is imminent. For the purposes of this Article, a disaster is the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to, fire, flood, earthquake, wind, storm, epidemic, pandemic, hazardous substance incident, oil spill or water contamination requiring action to avert danger or damage, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action or a condition of riot, insurrection or invasion existing in the Town and to protect the public peace, health, safety or welfare.
- (2) Declaration in writing. Declaration of a disaster emergency by the Mayor shall be in writing and shall describe the nature of the emergency, the area threatened, the conditions that have brought it about and, if known, the conditions that would remedy it. The Town Manager shall be responsible for publication and dissemination of information to the public and shall file the declaration with the Town Clerk and forward a copy to the Colorado Division of Emergency Management. At the next meeting, to be held not more than seven days after the Mayor's declaration of emergency, Town Council shall ratify the declaration of emergency. If the declaration of emergency is not ratified, the declaration shall be rescinded, but there shall be no consequence for action taken in good faith prior to the rescission.
- (3) Effect of declaration. The issuance of a declaration of a disaster emergency shall empower the Town Manager to exercise any and all of the emergency powers permitted by state and local law. The Town Council shall convene to perform its legislative powers as the situation demands and shall receive reports through the Town Manager and evaluate and enact policy and other incident support as required. In case of a disaster emergency requiring immediate action of the Town Council to protect public peace, health, safety or welfare, the Town Council may convene an emergency meeting without any advance public notice or with such limited advance public notice as the Mayor or the Town Manager finds feasible in the circumstances, with public notice to be achieved as soon as possible and all action taken during an emergency meeting to be ratified at the next regular or special meeting wherein public notice is provided. If the action is not ratified, it shall be deemed rescinded, but there shall be no consequence for action taken in good faith prior to the rescission. Nothing in this Article shall abridge or curtail the powers of the Town Council.
- (4) Duration. A state of disaster emergency shall remain in effect until the Town Council or Town Manager declares in writing that the threat of danger has passed or that the disaster emergency conditions no longer exist. The Town Council may, by motion, terminate a state of disaster emergency at any time. Upon continuing or terminating a disaster emergency, the Town Manager shall immediately issue and publish a notice effecting the same. Any declaration continuing or terminating a state of emergency shall be filed with the Town Clerk and a copy shall be forwarded to the Colorado Division of Emergency Management.

- (5) Resolution. Notwithstanding the foregoing, in lieu of a declaration of emergency by the Mayor, the Town Council may pass a resolution declaring an emergency and implementing the procedures set forth in this Article.

**Sec. 2-152. Disaster emergency response powers.**

- (1) Upon the issuance of the disaster emergency declaration and for as long as said declaration is in effect, the Town Manager shall have and may exercise any and all emergency powers granted by applicable state or local law subsequent to issuance of the disaster emergency declaration.
- (2) During the course of a declared disaster emergency, a Town employee or authorized agent may enter onto or upon private property if the employee or authorized agent has reasonable grounds to believe that an emergency situation exists and that an entry on private property is required in order to protect life or minimize an imminent threat to property.
- (3) During the course of a declared disaster emergency, the Town Manager may, on behalf of the Town, enter into reciprocal aid, mutual aid, joint powers agreements, intergovernmental assistance agreements or other contracts or plans with other governmental entities necessary for the protection of life and property. Such agreements may include the furnishing or exchange of supplies, equipment, facilities, personnel and/or services.
- (4) During the course of a declared disaster emergency, the Town Manager may promulgate such regulations as the Manager deems necessary, to protect life and property and preserve critical resources. These regulations shall be confirmed at the earliest practical time by the Town Council, shall be circulated to the public and shall be disseminated to the news media. These regulations may include, but shall not be limited to, powers granted by applicable state law. Specifically, during the course of any declared disaster emergency, the Town Manager may:
  - (a) Suspend the provisions of the Code that prescribe procedures for conduct of Town business, if strict compliance would in any way prevent, hinder or delay necessary action in coping with the emergency;
  - (b) Transfer, reassign or otherwise change the direction, personnel or functions of Town departments for the purpose of performing or facilitating emergency services;
  - (c) Direct and compel evacuation of persons from any stricken or threatened area within the Town if the Town Manager deems this action necessary for the preservation of life or other emergency mitigation, response, or recovery measures;
  - (d) Prescribe routes, modes of transportation and destinations in connection with evacuation;
  - (e) Control ingress to and egress from a disaster area, the movement of persons within the area, and the occupancy of premises therein;
  - (f) Make provisions for the availability and use of temporary emergency housing;
  - (g) Waive all provisions for competitive bidding and may direct the purchasing agent to purchase necessary supplies in the open market at not more than commercial prices;
  - (h) Prohibit or restrict the movement of vehicles in order to facilitate the work of disaster forces or to facilitate the mass movement of persons from critical areas within or without the Town;
  - (i) Declare a public curfew; or

- (j) Cause to be carried out such other measures or regulations as are necessary to preserve public peace, health, and safety.
- (5) During the course of a declared disaster emergency, the Town Manager is authorized to exercise all powers permitted by the Charter, Code and state law to require emergency services of any Town officer or employee and command the aid of as many citizens of the Town as the Town Manager deems necessary in the execution of the Town Manager's duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for civil defense workers.

**Sec. 2-153. Compensation.**

Compensation for services or private property used by the Town in responding to an emergency shall be compensated as specified by contract or as required by state law, subject to the principles and procedures set forth in Section 24-33.5-711, C.R.S., and Articles 1 to 7 of Title 38 of the Colorado Revised Statutes.

**Sec. 2-154. Line of succession.**

- (1) If the Mayor is unable to perform the duties set forth in this Article, then the duties conferred upon the Mayor shall be performed by the Mayor pro-tem. If the Mayor pro-tem is unable to perform the duties set forth in this Article, then the most senior available member of the Town Council shall perform the duties.
- (2) If the Town Manager is not able to perform the duties set forth in this Article, then the duties conferred upon the Town Manager shall be performed by the Chief of Police. If the Chief of Police is unable to perform the duties set forth in this Article, then the duties conferred upon the Town Manager shall be performed by the Public Works Director. If the Public Works Director is not able to perform the duties set forth in this Article, then the Mayor shall designate a Town staff member to perform the duties.
- (3) The Town Council may, by motion, modify the succession of authority provided herein.

**Sec. 2-155. Conflicting ordinances, orders, rules and regulations suspended.**

Any ordinances, orders, rules or regulations promulgated during a declared disaster emergency shall take precedence over existing ordinances, order, rules and regulations if a conflict arises.

**Sec. 2-156. Violation of regulations.**

It shall be unlawful for any person to violate any of the provisions of this Article or of the ordinances, orders, rules or regulations issued pursuant to the authority contained in this Article, or to willfully obstruct, hinder or delay any person in the exercise of any duty or authority pursuant to the provisions of this Article. Police, code enforcement and such other law enforcement and peace officers as may be authorized by the Town Manager in writing shall be authorized to enforce the ordinances, orders, rules and regulations made or issued pursuant to this Article.

**Sec. 2-157. Penalty.**

Any person convicted of a violation of any provision of this Article or of any ordinance, order, rule or regulation issued pursuant to the authority contained herein shall be punished by a fine or by

imprisonment or by both such fine and imprisonment pursuant to the provisions in Article IV of Article 1 of the Code.

**Sec. 2-158. Applicability of state law.**

The Colorado Disaster Emergency Act, Section 24-33.5-701, et seq., C.R.S., as amended, shall govern the implementation of the duties, powers, immunities and other provisions set forth in this Article to the extent applicable.

**Secs. 2-159—2-180. Reserved.**

**ARTICLE IX Planning and Zoning Commission**

Sec. 2-181. Created.

Sec. 2-182. Composition; appointments; term.

Sec. 2-183. Qualifications of members; compensation.

Sec. 2-184. Officers; meetings; rules and records.

Sec. 2-185. Duties and powers

Sec. 2-186. Preparation and purpose of master plan

Sec. 2-187. Referral and adoption of master plan.

Secs. 2-188—2-200. Reserved.

**Sec. 2-181. Created.**

Pursuant to Section 31-23-201, et seq., C.R.S., as amended, there is hereby created a Planning and Zoning Commission for the Town.

**Sec. 2-182. Composition; appointments; term.**

The Planning and Zoning Commission shall consist of seven (7) members who shall be appointed at the discretion of the Town Council. The term of each appointed member shall be four (4) years or until his or her successor takes office. Members are not term limited.

**Sec. 2-183. Qualifications of members; compensation.**

All members of the Planning and Zoning Commission shall be residents in the Town. If any member ceases to reside in the Town, his or her membership shall immediately terminate. All members of the Planning and Zoning Commission shall serve as such without compensation.

**Sec. 2-184. Officers; meetings; rules and records.**

The Planning and Zoning Commission shall elect its chairman from among the appointed members and create and fill such other of its offices as it may determine. The term of the chairman shall be two (2) years, with eligibility for re-election. The Planning and Zoning Commission shall hold at least one (1) regular meeting in each month, unless there is no Town business to come before the Commission



during any such month. The Planning and Zoning Commission may adopt rules for the transaction of business and shall keep a record of the resolutions, transactions, findings and determinations.

**Sec. 2-185. Duties and powers.**

The Planning and Zoning Commission shall have all of the powers and perform each and all of the duties specified by Section 31-23-201, et seq., C.R.S., as amended, together with any other duties or authority which may hereafter be conferred upon it by state law. The performance of such duties and the exercise of such authority is to be subject to each and all of the limitations expressed in such legislative enactment or enactments.

**Sec. 2-186. Preparation and purpose of master plan.**

Consistent with Section 31-23-206, C.R.S., as amended, the Planning and Zoning Commission shall prepare a master plan and, after public hearing, refer such approved master plan to Town Council. In the preparation of a master plan, the Commission shall make careful and comprehensive surveys and studies of present conditions and future growth of the Town with due regard to its relations to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the Town and its environs, which will, in accordance with present and future needs, best promote health, safety, order, prosperity and general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, the promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the adequate provision of public facilities and infrastructure.

**Sec. 2-187. Referral and adoption of master plan.**

Upon referral from the Planning and Zoning Commission, the Town Council shall conduct a public hearing to consider the master plan and thereafter adopt the master plan, adopt the master plan with modifications, deny adoption of the master plan or remand the proposed master plan to the Planning and Zoning Commission for further modifications and subsequent referral to Town Council for adoption.

**Secs. 2-188—2-200. Reserved.**

**ARTICLE X Tree Board**

Sec. 2-201. Creation.

Sec. 2-202. Functions.

Sec. 2-203. Operation.

Secs. 2-204—2-220. Reserved.

**Sec. 2-201. Creation.**

There shall be a Tree Board. Unless otherwise designated by ordinance or resolution, Town Council shall act as the Tree Board.

**Sec. 2-202. Functions.**

- (1) The Tree Board shall make recommendations concerning the purchase or disposition of trees, shrubs, vines, hedges or plants located upon the public right-of-way of any street, alley, sidewalk or other public place in the Town.
- (2) The Tree Board shall make recommendations concerning the trimming, spraying, removal, planting, pruning and protection of trees, shrubs, vines, hedges and other plants upon the public right-of-way of any street, alley, sidewalk or other public place in the Town.
- (3) The Tree Board may make any other recommendations regarding the subject matter of trees and related vegetation in the Town.
- (4) Upon direction of Town Council, Town staff shall implement the Tree Board's recommendations.

**Sec. 2-203. Operation.**

The Tree Board shall meet at least one time annually. A majority of the members of the Tree Board shall be a quorum for the transaction of business.

**Secs. 2-204—2-220. Reserved.**

**ARTICLE XI Ethics Code**

Sec. 2-220. Declaration of policy.

Sec. 2-221. Definitions.

Sec. 2-222. Code of ethics.

Sec. 2-223. Disclosure and resolution of conflict.

Sec. 2-224. Violations; penalty.

Sec. 2-225. Guideline violations.

Secs. 2-226—2-240. Reserved.

**Sec. 2-220. Declaration of policy.**

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, a code of ethics for all Town officials and employees is adopted. The purpose of this ethics code is to establish guidelines for standards of conduct for all such officials and employees by setting forth those acts or actions that are incompatible with the best interests of the Town, by directing disclosure by such officials and employees of private financial or other interests in matters affecting the Town and by imposing sanctions upon public officers or employees who violate the provisions of this Article.

**Sec. 2-221. Definitions.**

As used in this Article, the following words shall have the following meanings:

*Business entity* means any corporation, limited liability company, sole proprietorship, firm, partnership representation, association, venture, trust or corporation for profit.

*Contract* means any express or implied agreement which creates, modifies, or terminates a particular relationship with the Town, and shall include the designation of a depository for public funds.

*Interest* means a pecuniary or valuable benefit accruing to a public officer or employee, individually, as a result of a contract or transaction which is, or may be, the subject of an official act or action by or with the Town, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated.

- (a) For the purposes of this Article, a public officer or employee shall be deemed to have an interest in the affairs of:
- (i) Any relative;
  - (ii) Any person or business entity with whom a contractual relationship exists with the public officer or employee;
  - (iii) Any business entity in which the public officer or employee is an officer, director, owner, employee or investor;
  - (iv) Any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent (5%) of the total legal and beneficial ownership, is controlled by or owned by the public officer or employee.

*Official action* means any legislative, administrative or appointive act of any officer or employee of the Town, or any agency, board, committee or commission thereof.

*Public officer or employee* means any person holding a position by election, appointment or employment in the service of the Town, whether paid or unpaid.

*Relative* means any person related to any public officer/employee by blood or marriage, to include, but not be limited to, parents, spouses, children, brothers and sisters, parents-in-law, nephews, nieces, aunts, uncles, first cousins, grandparents, grandchildren, and children-in-law, and a divorce or separation between spouses shall not be deemed to terminate any such relationship.

## **Sec. 2-222. Code of ethics.**

The following requirements shall constitute a code of ethics establishing reasonable standards and guidelines for the ethical conduct of public officers and employees of the Town.

- (1) No public officer or employee having the power or duty to perform an official act, related to a contract or transaction which is the subject of an official act or action of the Town, shall:
  - (a) Have or thereafter acquire an interest in such contract or transaction, unless said contract or transaction resulted from the proper bid process for the Town;
  - (b) Have an interest in any business entity representing, advising or appearing on behalf of any person involved in such contract or transaction with the Town;
  - (c) Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction with the Town, or;
  - (d) Have solicited, accepted or granted a present or future gift, favor, service, or thing of value from or to a person involved in a contract or transaction with the Town, except that

provisions of this Subsection shall not apply to an occasional nonpecuniary gift of fifty dollars in value or less, or to an award publicly presented in recognition of public service.

- (2) No public official or employee shall attempt to influence the hiring, rate of pay, or appointment of any relative by the Town.
- (3) No relative shall be hired into any position unless proper notification and advertisement has been made to insure all potential applicants receive an equal opportunity for employment.
- (4) No public officer or employee with respect to any contract or transaction which is, or may be, the subject of an official act or action of the Town shall personally acquire an interest in any property which may be affected by such action; nor disclose any confidential information concerning a contract or transaction which may involve the Town for the purpose of advancing any private interest.
- (5) No public employee shall engage in or accept private employment or render service for private interest when such employment or service would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
- (6) No public official shall engage in or accept private employment or render service for private interest when such employment or service would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless such official discloses the conflict for the public record and abstains from voting on such issue. Furthermore, the official shall remove himself or herself from the room where such discussion and voting takes place.
- (7) No public officer or employee shall appear on behalf of any person, other than himself or herself, his or her spouse, minor children, parents or grandparents before any Town agency. However, a member of the Town Council may appear before any municipal agency on behalf of his or her constituents in the course of his or her duties as a representative of the electorate or in the performance of public or civic obligations.
- (8) No public officer or employee who in his or her capacity as such officer or employee participates in the making of a contract in which he or she has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his or her part shall enter into any contract with the Town unless the contract is awarded through proper bid process.
- (9) No public officer shall request or permit the unauthorized use of any Town-owned vehicles, equipment, personnel, materials or property for personal convenience or profit.
- (10) No public officer or employee shall request or grant a special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen in similar circumstances or need.
- (11) A public official or employee shall not, at any time within two (2) years after his or her termination from his or her position with the Town, appear before any board, commission, committee, or agency of the Town in relation to or with respect to any matter in which he or she was directly involved in the review, acceptance, policy formulation, or administration of such matter while a Town official or employee.
- (12) At any meeting or gathering of three (3) or more members of the Town Council or any appointed board of the Town, the members shall not discuss any public business, nor shall matters pertaining to public business be presented unless such meeting is open to the general public and prior notice for such meeting has been given.

**Sec. 2-223. Disclosure and resolution of conflict.**

A public officer or employee shall remove himself or herself from any conflict or as follows:

- (1) Any elected or appointed public official or employee who has an interest in any proposed action before the Town Council or a board or commission of which the public official or employee is a member shall immediately disclose the nature and extent of such interest, which such disclosure being a matter of public record.
- (2) The public official or employee shall not vote on the proposed action before the Town Council, other board or commission.
- (3) Said public official or employee shall not participate in any discussion on the proposed action.

**Sec. 2-224. Violations; penalty.**

A public officer or employee who violates any of the provisions of this ethics code shall be subject to the following penalties:

- (1) In all cases, the determination of the Town Council as to whether there has been a violation shall be final.
- (2) In the case of a Town Council member, if a violation is established to the satisfaction of a majority of the Town Council, such violation shall be grounds for an official reprimand by the Town Council.
- (3) In the case of a board member, if a violation is established to the satisfaction of a majority of the Town Council, such violation shall be grounds for an official reprimand by the Town Council and grounds for termination of such person's appointment to any board of which he or she is a member. If the Town Council votes to terminate the appointment of a board member upon such grounds, the Town Council may appoint another person to fulfill the term of the individual removed from office.

**Sec. 2-225. Guideline violations.**

Any apparent violations of any of this Article may be referred to the Town Council for investigation. If, upon investigation, the Town Council finds that a violation of the guidelines contained in Section 2-222 has occurred, the Town Council may caution or reprimand the public officer or employee responsible thereof or take such other action as it deems to be in the best interests of the Town.

**Secs. 2-226—2-240. Reserved.**

**Section 3. 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 4. 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 5. 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 on January 1, 2021. 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 \_\_\_\_\_, 2020.

**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 \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

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



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** December 7, 2020

**SUBJECT:** **Public Hearing -First Reading Ordinance 2020-188**

**ACTION PROPOSED:** Consider Ordinance No. 2020-188 An Ordinance Repealing and Readopting Article VI of Chapter 11 of the Johnstown Municipal Code Concerning the Johnstown Cemetery

**ATTACHMENTS:** 1. Ordinance No. 2020-188

**PRESENTED BY:** Diana Seele, Town Clerk

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**AGENDA ITEM DESCRIPTION:** Article VI of Chapter 11 of the Johnstown Municipal Code (“Code”) concerns the Johnstown Cemetery (“Cemetery”). With limited exception, the provisions contained therein were adopted as part of the prior Town Code. To adopt new policies and procedures and omit reference to the amount of the Town’s fees, the Town Manager, Town Clerk and Town Public Works Director recommend that Article VI of Chapter 11 of the Code be repealed and readopted.

Of note, the revised provisions:

- Provide that the Town Manager shall be entitled to: (i) adopt policies and procedures to implement the provisions of the ordinance and manage the Cemetery and (ii) delegate duties related to the Cemetery to qualified Town staff, including the Town Clerk and Public Works Director;
- Acknowledge the newly built columbarium and the availability of niches;
- Recognize a procedure for the sale of burial spaces;
- Designate the allocation of the cemetery funds;
- Endeavor to establish a priority regarding the right to interment in, and use of, burial spaces;
- Refer to state law to determine whether a burial space has been abandoned;
- Direct that Cemetery fees shall be adopted by resolution of the Town Council and set forth in the Town Fee Schedule;
- Allow the Town Manager to convene the Cemetery Committee to act in an advisory role; and

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- Set forth conduct that is prohibited in the Cemetery so that such conduct may be enforced in municipal court.

**LEGAL ADVICE:**

The Town Attorney prepared Ordinance No. 2020-188.

**FINANCIAL ADVICE: N/A**

**RECOMMENDED ACTION:** Approve Ordinance No. 2020-188.

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve Ordinance No. 2020-188, an Ordinance Repealing and Readopting Article VI of Chapter 11 of the Johnstown Municipal Code concerning the Johnstown Cemetery.

**For Approval with Conditions:** I move to approve with conditions Ordinance No. 2020-188, an Ordinance Repealing and Readopting Article VI of Chapter 11 of the Johnstown Municipal Code concerning the Johnstown Cemetery....

**For Denial:** I move to deny approval of Ordinance No. 2020-188, an Ordinance Repealing and Readopting Article VI of Chapter 11 of the Johnstown Municipal Code.

***Reviewed and Approved for Presentation,***

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Town Manager



**TOWN OF JOHNSTOWN, COLORADO**

**ORDINANCE NO. 2020-188**

**AN ORDINANCE REPEALING AND READOPTING ARTICLE VI OF CHAPTER 11 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING THE JOHNSTOWN CEMETERY**

**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**, Article VI of Chapter 11 of the Johnstown Municipal Code (“Code”) concerns the Johnstown Cemetery; and

**WHEREAS**, the Town Manager, Town Clerk and Town Public Works Director recommend that Article VI of Chapter 11 of the Code be revised to: (i) reflect new policies and procedures and (ii) omit reference to the amount of the Town’s fees and, rather, provide that such fees shall be adopted by resolution of Town Council as set forth in the Town Fee Schedule; and

**WHEREAS**, based on the recommendations of Town staff, Town Council desires to repeal and readopt Article VI of Chapter 11 of the Code; and

**WHEREAS**, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

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

**Section 1.** Repeal and Readoption of Article VI of Chapter 11. Article VI of Chapter 11 of the Johnstown Municipal Code is hereby be repealed in its entirety and readopted to read as follows in its entirety:

**ARTICLE VI - Cemetery**

**Sec. 11-101. - Definitions**

For purposes of this Article, the following definitions apply:

*Burial memorial* shall mean any type of gravestone, tombstone, headstone, memorial, monument, or marker that commemorates the permanent disposition of the remains of a human body either below or above the surface of the ground.

*Burial space* shall mean a grave space or a niche, as appropriate.

*Cemetery* shall mean the Johnstown Cemetery.

*Columbarium* shall mean a vault with niches for urns containing the ashes of cremated bodies.

*Grave space* shall mean a single space within a platted lot designed for the interment of one body.

*Lot* shall mean a platted lot within the cemetery and may consist of more than one grave space.

*Niche* shall mean a location within the columbarium vault designed to hold an urn containing the ashes of a cremated body.

*Owner* shall mean the person with the right to interment in a burial space.

*Purchaser* shall mean the purchaser of a burial space.

#### **Sec. 11-102. – Administration by Town Manager.**

The Town Manager is hereby delegated the authority to administer the provisions of this Article. Among other duties and obligations, the Town Manager shall supervise the care and maintenance of the cemetery, keep a map of the cemetery and maintain the records of the cemetery. Subject to the limitations of this Code, the Town Manager may delegate the administration of this Article, or any part thereof, to duly qualified employees and agents of the Town.

#### **Sec. 11-103. - Rules and regulations.**

The Town Manager shall adopt rules and regulations not inconsistent with the provisions of this Article governing the cemetery. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk. The failure to comply with any rule or regulation promulgated under this Article, as such rules and regulations may be amended from time to time, shall be deemed a violation of the Code.

#### **Sec. 11-104. – Application for burial space.**

The Town shall require an application for all burial spaces. The application shall contain a description of the grave space or niche, the purchase price and the method of payment. At the time of application, the Town Clerk shall provide the applicant with, or direct the applicant to the location of, the rules and regulations then in effect. When executed by the applicant and the Town, the application shall become a binding contract of purchase and sale.

#### **Sec. 11-105. – Interment agreement; no title to real property.**

- (1) Upon payment of the full purchase price to the Town, the Town shall issue an interment agreement, signed by the Town Manager or the Town Clerk, conveying the right of interment for the designated burial space, subject to this Article and the rules and regulations adopted by the Town Manager.
- (2) The interment agreement shall contain contact information for the owner of the burial space with the right to interment, and if a different person, contact information for the purchaser of the burial space.

- (3) For grave spaces, the interment agreement shall contain the block and lot number. For niches, the interment agreement shall contain the description and location within the columbarium.
- (4) Interment agreements issued prior to January 1, 2021, or other similar instruments issued by the Town for a burial space in the cemetery, shall remain valid and binding obligations of the Town.
- (5) The interment agreement, or any instrument issued by the Town for a burial space in the cemetery, of whatever form, grants interment rights only and does not convey title to real property.

**Sec. 11-106. – Price of burial spaces.**

The Town Council shall establish the price of burial spaces by resolution and set forth such amount in the Town Fee Schedule. The price may differ for resident and non-resident use of burial spaces.

**Sec. 11-107. – Cemetery funds.**

- (1) Fifteen percent (15%) of the monies and proceeds derived from the sale of burial spaces shall be deposited and carried in the Cemetery Perpetual Care Fund. All other monies and proceeds derived from the sale of burial spaces, all other revenue derived from the operation of the cemetery from any source and the earnings received from investment of the Cemetery Perpetual Care Funds shall be deposited and carried in the Parks and Open Space Fund.
- (2) The Cemetery Perpetual Care Fund and the entire principal thereof shall be safely and perpetually kept and invested. It shall be invested in such securities as under state law are approved for investment of municipal funds. The interest and income therefrom may be used for cemetery maintenance. The principal shall only be used for major improvements or maintenance projects of the cemetery.
- (3) All disbursements made for or on account of the cemetery shall be paid out of the Parks and Open Space Fund.

**Sec. 11-108. – Transfer of burial space; prohibited sale of burial space.**

- (1) A burial space, or interest in the cemetery, may not be transferred, assigned or conveyed without the prior written consent of the Town. The Town shall not consent to the transfer, assignment or conveyance of any burial space or interest in the cemetery upon which there is any indebtedness due the Town.
- (2) Burial spaces may not be sold to a funeral director or to any other persons for the purpose of resale or speculation.

**Sec. 11-109. – Use of burial space.**

- (1) For burial spaces purchased after January 1, 2021, the owner shall be entitled to use of the burial space, unless:
  - (a) The purchaser, prior to use by the owner, provides a written, notarized request to the Town requesting that the burial space be transferred or assigned to a different person. If

such request is granted by the Town, the Town shall void the existing interment agreement and issue a new interment agreement; or

- (b) The purchaser is deceased and the owner provides a written, notarized request to the Town requesting that the burial space be transferred or assigned to a different person.
- (2) For burial spaces purchased prior to January 1, 2021, the Town shall conclusively presume that the purchaser, the purchaser's spouse or the purchaser's children are entitled to use the burial space, unless, upon purchase, the purchaser designated the right of interment to a specific person or the purchaser, if not deceased, otherwise directs the Town by written, notarized notification.
- (3) To the extent necessary to determine the use of a burial space, the Town may rely on the representations of family members or authorized persons, and shall not be liable for decisions made related to the use of the burial space.

**Sec. 11-110. – Abandonment of burial space; right to reclaim.**

A burial space shall be deemed abandoned, and the Town shall have a right to reclaim the burial space, as provided in § 6-24-112, C.R.S., as amended.

**Sec. 11-111. – Indigent and welfare cases.**

When a request is made to inter a person with insufficient funds to cover the expenses, the Town shall work within the expense allowance granted by the Colorado Department of Social Services. Burial spaces for such persons shall be restricted to the southeast corner of the cemetery in Block No. 4.

**Sec. 11-112. – Burial memorials.**

All burial memorials shall be governed by the rules and regulations of the cemetery.

**Sec. 11-113. – Perpetual care.**

All burial spaces in the Town cemetery shall be perpetually cared for by the Town.

**Sec. 11-114. – Cemetery fees.**

Cemetery fees shall be adopted by resolution of Town Council and set forth in the Town Fee Schedule.

**Sec. 11-115. – Cemetery committee.**

The Town may designate a cemetery committee to act in an advisory capacity regarding the operations and maintenance of the cemetery. If a cemetery committee is established or convened, the cemetery committee shall provide recommendations and proposals to the Town, as requested.

**Sec. 11-116. – Acts prohibited within cemetery.**

No person in the cemetery shall:

- (1) Loiter upon the grounds;

- (2) Be under the age of fifteen (15) unless accompanied by an adult or other proper caretaker;
- (3) Drive an automobile or other vehicle in excess of 10 miles per hour or in excess of such lesser speed as is prudent under the existing conditions and circumstances;
- (4) Except for authorized personnel, drive or ride any automobile, motorcycle, all-terrain vehicle, machine or animal on lots, grass or walks;
- (5) Except for authorized personnel, drive any commercial truck or other commercial vehicle;
- (6) Discard trash, debris or other unsightly items, except in receptacles designated for such items;
- (7) Direct or cause Town employees to perform work without an order from the Town Manager or the Town Manager's designee;
- (8) Perform work on the grounds, except by permission of the Town Manager or the Town Manager's designee;
- (9) Take any animal or permit any animal to be taken into the cemetery except service animals;
- (10) Deface, damage, destroy or injure any burial memorials or property in the cemetery;
- (11) Peddle flowers or plants or any other commodity; or
- (12) Except for authorized persons, make a change to the inscription on a burial memorial.

**Sec. 11-117. – Violation; penalty.**

Any person violating any provision of this Article shall be deemed guilty of an offense and upon conviction thereof shall be penalized as provided in Article IV of Chapter 1 of the Code. All persons doing damage to burial spaces, burial memorials or other property in the cemetery shall be liable to the Town and to the owner of the property damaged for such damage.

**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 \_\_\_\_\_, 2020.

**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 \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

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



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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|                         |                                                                                                                                                                               |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AGENDA DATE:</b>     | December 7, 2020                                                                                                                                                              |
| <b>SUBJECT:</b>         | <b>Public Hearing – First Reading</b> Ordinance No. 2020-189; An Ordinance Repealing And Readopting Chapter 13 Of The Johnstown Municipal Code Concerning Municipal Utilities |
| <b>ACTION PROPOSED:</b> | Consider Approval of Ordinance No. 2020-189                                                                                                                                   |
| <b>ATTACHMENTS:</b>     | 1. Ordinance No. 2020-189                                                                                                                                                     |
| <b>PRESENTED BY:</b>    | Mitzi McCoy, Finance Director                                                                                                                                                 |

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### AGENDA ITEM DESCRIPTION:

Ordinance No. 2020-189 repeals the existing Chapter 13 Municipal Utilities, Articles I – VIII and replaces it with a revised Chapter 13 Municipal Utilities, Articles I – VIII. During a work session in November, staff presented Council with a draft revision of Chapter 13 for consideration, in an effort to remove redundancy, be consistent with other municipal requirements, correct deficiencies and to update and streamline processes. The existing chapter of the municipal code has not been significantly updated for several years.

Many of the changes are non-substantive. These changes include establishing and reserving sections of the code for future expansion, adding definition sections, eliminating actual rates and fees from the code and including a reference to the Town Fee Schedule, and correcting typographical, grammatical and formatting deficiencies.

In addition to the non-substantive changes, the Ordinance under consideration includes several changes that are substantive. The substantive changes include the following:

Article 1 – General. This Article was rewritten to include items of interest that apply to all of the Articles as a whole, thus eliminating the need to repeat information in the Chapter. This article includes information such as general definitions, administrative oversight, as well as billing information, disconnect information, lien processes, right to entry, annexations, etc.

Article II – Sanitary Sewers. Changes primarily center around the creation of the enterprise itself and removal of information that was relocated to Article I – General regarding billing, liens, and discontinuance of service and the revision of the definitions.

Article III – Water. The changes to this Article include the addition of sections to address the creation of the enterprise itself, meter obstructions, bulk potable water for construction, disconnection of service unrelated to delinquency, damage to property and equipment of water system, trespass and interference

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with water system, authority to turn on water, pollution of the water system, control, repair and tests of fire hydrants, operation of fire hydrants, and interruption of service by utility. Other changes include the requirements necessary to receive a water tap, the oversight of water meters and meter testing, clarification of the water tap and raw water development fees, responsibilities related to the maintenance of different parts of the water system, and specifying the multiplier for out of town water and tap rates.

Article IV – Water Rights Dedication. The fundamental change in this section was a volumetric description of how the Town defines a single-family equivalent. Additional changes include the need and requirement for water and sewer demand analysis, water court transfer fees, annexation and dedication requirements, the Town water bank, and the standard yield for water types.

Article V – Infrastructure Reimbursement. The primary change here was the addition of reimbursement abilities for regional stormwater improvements.

Article VI – Water Conservation. The most notable change in this Article is that lawns cannot be watered between the dates of November 1<sup>st</sup> and April 15<sup>th</sup> in any year. The level of drought conditions was qualified.

Article VII – Storm Water Utility – The changes to this Article include the addition of the sections to address the creation of the enterprise. The discount for onsite retention of 25% was removed, as it is a general requirement for any development that is not utilizing a regional detention system. Council has the ability to enter into reimbursement agreements if storm water facilities have multiple beneficiaries.

#### **LEGAL ADVICE:**

Ordinance was prepared by the Town Attorney

#### **FINANCIAL ADVICE:**

None.

#### **RECOMMENDED ACTION:**

Adopt Ordinance 2020-189 upon first reading.

#### **SUGGESTED MOTIONS:**

##### **For Approval**

I move to adopt Ordinance No. 2020-189, repealing and readopting Chapter 13 of the Johnstown Municipal Code concerning municipal utilities.

##### **For Denial**

I move to deny Ordinance No. 2020-189, repealing and readopting Chapter 13 of the Johnstown Municipal Code concerning municipal utilities.

***Reviewed and Approved for Presentation,***

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Town Manager

## TOWN OF JOHNSTOWN, COLORADO

### ORDINANCE NO. 2020-189

#### AN ORDINANCE REPEALING AND READOPTING CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING MUNICIPAL UTILITIES

**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 13 of the Johnstown Municipal Code regulates municipal utilities in the Town; and

**WHEREAS**, the Town Manager and Town Finance Director recommend that Chapter 13 be revised and amended to: (i) reflect new policies and procedures and (ii) omit references to the amount of the Town's fees, rates and charges and, rather, provide that such fees, rates and charges be adopted by resolution of the Town Council and set forth in a consolidated schedule to be known as the Town Fee Schedule; and

**WHEREAS**, based on the recommendations of the Town Manager and Town Finance Director, Town Council desires to repeal and readopt Chapter 13 of the Johnstown Municipal Code in its entirety; and

**WHEREAS**, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

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

**Section 1.** Repeal and Readoption of Chapter 13. Chapter 13 of the Johnstown Municipal Code is hereby be repealed in its entirety and readopted to read as follows in its entirety:

#### **CHAPTER 13 Municipal Utilities**

ARTICLE I - General

ARTICLE II – Sanitary Sewers

ARTICLE III - Water

ARTICLE IV - Water Rights Dedication

ARTICLE V - Infrastructure Reimbursement

ARTICLE VI - Water Conservation

ARTICLE VII - Storm Water Utility

ARTICLE VIII – Cross Connection Control Program

## **ARTICLE I General**

Sec. 13-1. Definitions.

Sec. 13-2. Administration by Town Manager.

Sec. 13-3. Property owner's consent; maintenance obligation; liability for utility service.

Sec. 13-4. Required information for utility service.

Sec. 13-5. Use of false information in connection with utility services.

Sec. 13-6. Confidentiality of utility account information.

Sec. 13-7. Billing procedure.

Sec. 13-8. Remedies for nonpayment.

Sec. 13-9. Common meter for multiple dwelling units.

Sec. 13-10. Right to entry

Sec. 13-11. Annexation required for water and sewer service.

Sec. 13-12. Exceptions; waiver.

Secs. 13-13. - 13-39. Reserved.

### **Sec. 13-1. Definitions.**

As used in this Chapter, unless the context otherwise indicates,

*Customer* means a person who purchases or obtains utility services from the Town, and may include the owner of real property, a person with a leasehold interest in the real property or any other person entitled to possession of such real property.

*Dwelling, multifamily* means a structure or portion thereof designed to house two (2) or more families, with each dwelling unit having a separate entrance.

*Dwelling, single-family attached* means a residential structure designed to house a single-family unit from lowest level to roof, with private outside entrance but not necessarily occupying a private lot, and sharing a common wall between adjoining dwelling units.

*Dwelling, single-family detached* means a residential structure designed to house a single-family unit with private outside entrance but without common walls between the dwelling units.

*Dwelling unit* means a housing unit designed and used for occupancy by a single individual or a family containing cooking, living, sleeping and sanitary facilities and having a separate entrance as required by the building code adopted by the Town.

*May* is permissive (see shall).

*Multifamily* means a development of buildings or portions thereof which contain three (3) or more dwelling units.

*Owner* means any person having title to or right of ownership in property, excluding mineral owners, and shall include any part owner, joint owner, tenant in common or joint tenant.

*Person* means an individual, a partnership, an association, a corporation, a municipality or any other legal entity, public or private.

*Property* means the property, including but not necessarily limited to the building, lot, parcel, house or dwelling, to which the Town provides or is requested to provide utility services.

*Shall* is mandatory (see may).

*Subdivision or subdividing* means any division of any parcel of land where additional water taps are requested or additional water is necessary to provide adequate water service to property.

*Town* means the Town of Johnstown.

*Town Manager* means the Town Manager of the Town of Johnstown, Colorado.

*Town water service or water service* means treated water service or raw water service furnished by the Town for any purpose, including but not limited to domestic, commercial and industrial uses.

*Utility service* means water and sewer services.

*Water system* means the water system owned and operated by the Town. The system includes, without limitation, the Town's water, water rights, water treatment facilities, water storage facilities, pipe network, pumps and other facilities and equipment used to produce and supply water.

### **Sec. 13-2. Administration by Town Manager.**

The Town Manager is hereby delegated the authority to administer the provisions of this Chapter. Among other duties and obligations, the Town Manager may prescribe forms and rules and regulations in conformity with this Chapter and implement procedures for the ascertainment, computation and collection of the fees imposed hereunder. Subject to the limitations of the Code, the Town Manager may delegate

the administration of this Chapter, or any part thereof, to duly qualified employees and agents of the Town.

**Sec. 13-3. Property owner's consent; maintenance obligation; liability for utility service.**

- (1) Utility service provided to property pursuant to the terms of this Chapter shall be deemed to be provided at the request and with the consent of the owner of said property, unless and until the Town receives written notice of said owner's withdrawal of such consent.
- (2) The owner, regardless of whether the owner is the customer, shall be liable for all utility services charges provided to the owner's property. No change of ownership shall affect the application of this Chapter. The failure of any owner to learn that such owner purchased property against which a lien for utility services exists does not affect the owner's liability for such payment in full and is not a basis for any claim of any kind whatsoever against the Town.
- (3) The customer shall be responsible for maintenance of facilities required to provide utility services located on the customer's side of the point of delivery.
- (4) The customer shall hold the Town harmless and indemnify the Town against any and all claims and liability for injury to persons or damage to property when such injury or damage results from or is occasioned by the facilities located on the customer's side of the point of delivery unless caused by the negligence of the Town's employees or agents. The customer shall pay all costs that may be incurred by the Town in enforcing this indemnity.

**Sec. 13-4. Required information for utility service.**

- (1) Each customer or applicant for utility service shall provide the Town with all requested information to initiate, modify or terminate utility services, including but not limited to information regarding the customer, the owner and the property. The Town may require any person requesting the initiation, modification or termination of utility service to produce a government issued photo identification.
- (2) If, after utility service is activated, there is any change in the information provided to the Town, the customer shall notify the Town within thirty (30) days of such change.

**Sec. 13-5. Use of false information in connection with utility services.**

It shall be unlawful for any person to knowingly provide any untrue, deceptive or misleading information to the Town in connection with the provision of utility services. A violation of this Section shall be punishable as provided in Article IV of Chapter 1 of the Code and may constitute grounds for disconnection of utility services.

**Sec. 13-6. Confidentiality of utility account information.**

Unless otherwise required by law, the Town shall not disclose utility account information, except to:

- (1) A peace officer, employee or officer responsible for enforcement of the Code, upon the provision of satisfactory evidence that the inspection is reasonably related to the authority and duties of such peace officer, employee or responsible officer;
- (2) The owner of real property to which a utility account applies;
- (3) The public in an aggregated or statistical form so classified as to prevent identification, location or habits of individual customers; or

- (4) Persons within the Town's organization or to Town contractors, so long as the release of the information is conditioned upon reasonable precautions and requirements to prevent disclosure of said information to the public.

#### **Sec. 13-7. Billing procedure.**

Unless the Town Manager determines that a different process is warranted for a particular property, the following billing procedures shall apply:

- (1) Utility bills shall be sent to the customer once per month, via U.S. Mail or electronic delivery, as applicable. The Town's failure to forward a utility bill shall not constitute a waiver of any fee or charge imposed by this Chapter.
- (2) All charges for Town utilities shall be due and payable within fifteen (15) days after the date of the utility bill.
- (3) Payment of any utility charge shall be considered delinquent if not received in the Town offices before the close of business on the last day specified for payment.
- (4) Late fees shall be assessed twenty (20) days after the date of the utility bill on all accounts with an outstanding balance.
- (5) Monthly service charges shall be billed to each meter in use regardless of whether any quantity charge is made. A meter is considered to be in use as long as it is in place.
- (6) Payments toward amounts owed for utility services shall be applied first to delinquent amounts, then to late fees, then to restoration fees and then to current service fees.
- (7) If payment of any utility charge imposed pursuant to this Chapter is made by a dishonored check, a non-sufficient funds fee shall be assessed.
- (8) If utility service is terminated due to a transfer of ownership on dates other than established billing dates, the Town shall only prorate the charge for water services, but not for sewer services.
- (9) All utility service charges, late charges, service fees, non-sufficient funds fees, reconnect fees and other associated fees shall be assessed in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

#### **Sec. 13-8. Remedies for nonpayment.**

- (1) If utility services are not paid as provided in this Article, in addition to the imposition of late fees and other charges provided in this Article, the Town may avail itself of any or any combination of the following remedies:
  - (a) The Town may consider any utility service fee a lien upon the owner's property from the time when due and a perpetual charge against such property until paid. The lien shall be considered prior and superior to all other liens, claims, titles and encumbrances, whether prior in time or not, except liens for general taxes. The Town may foreclose any lien imposed by this Chapter in accordance with the law.
  - (b) The Town may maintain an action in any court of competent jurisdiction for the amount of the charge due and collect interest, costs and attorney's fees.
  - (c) The Town may certify the amount of the charge due to the county clerk and treasurer, together with an assessment fee, which shall thereafter become an assessment upon the property served and be collected and paid over to the Town in the same manner as taxes.
  - (d) The Town may discontinue utility services pursuant to the following procedure:
    - (i) The Town shall send written notice to the customer and, if the customer is not also the owner, to the owner, at the last known address available to the Town,

providing that, absent timely full payment of all amounts due, services will be discontinued as of the date specified in the notice;

- (ii) Within the time allotted in the notice, the customer or owner, as appropriate, may pay the outstanding amounts due or may file a written protest with the Town Manager;
- (iii) If a written protest is filed, the Town Manager shall determine whether to discontinue the utility service and provide written notice to the customer and owner, if appropriate, of his or her decision, along with an additional opportunity to pay the outstanding amounts; and
- (iv) If outstanding amounts are not paid and utility services are discontinued as provided herein, such services shall not be reinstated until all amounts due are paid to the Town, unless the Town Manager agrees to a payment plan. If the Town Manager agrees to a payment plan, utility services may be discontinued if the customer does not comply with the payment plan without providing the notices set forth above.

#### **Sec. 13-9. Common meter for multiple dwelling units.**

- (1) If more than one dwelling unit, including but not limited to multi-family dwelling units, commercial buildings or other such properties, is served by a common meter, thus by means other than by metering the consumption of each individual unit, any act or omission by any person served by a common meter constitutes a joint act of all persons served through such common meter.
- (2) The Town shall issue only one utility bill for utility services to dwelling units with a common meter. While the customers may proportion the payment of the utility bill among themselves, as to the Town, each customer shall be liable for payment of the utility bill in full. If the utility bill is not paid in full when due, the Town may impose fees or undertake any remedies provided in this Article.
- (3) If the Town desires to discontinue utility services to dwelling units with a common meter, the Town shall send written notice to each customer and, if the customers are not also the owners, to the owners, at the last known address available to the Town, providing that, absent full payment of all amounts due, services will be discontinued as of the date specified in the notice. The Town shall thereafter comply with the disconnection procedures set forth in this Article.
- (4) For dwelling units with a common meter, the lien for unpaid utility fees attaches upon each separate unit in an amount computed by dividing the total amount of the lien by the number of units served by the common meter.
- (5) No person who has complied with the rules and regulations relating to utility services who has paid a proportionate or other share of the charges outstanding or remaining unpaid may file a claim for damages against the Town because utility services have been discontinued as provided in this Article.

#### **Sec. 13-10. Right to entry**

- (1) In connection with the necessary discharge of their duties and the enforcement of the provisions of this Chapter, authorized Town personnel shall, at all reasonable times, have safe access to

property within or without the Town served by water or sewer utilities for any purpose incidental to supplying or disconnecting such utility service.

- (2) Customers shall provide access to meters and utility service equipment located on the customer's property for proper administration and billing of utility services. Such access includes non-intrusive, automatic drop out access to the customer's service for remote reading of meters by the utilities when such service is available. If any meter cannot be read or access to utility service equipment is not provided for three (3) consecutive months, the Town shall provide written notice to the customer and, if the owner is not the customer, to the owner providing that the condition must be corrected by a date certain or the Town may discontinue service until access is accomplished.
- (3) Whenever the Town has reasonable cause to believe that there exists in or upon any property a condition or violation which makes such property unsafe, dangerous or hazardous or presents a significant, immediate danger to human health or the environment, authorized Town personnel may enter such property to inspect it and, if required, perform any authorized act to bring the property to a safe condition.
- (4) If property is occupied at the time entry is required, authorized Town personnel shall first present proper credentials and request entry. If such property is unoccupied, except in the case of an emergency as described above, authorized Town personnel shall first make a reasonable effort to locate the owner, customer or other person having charge or control of the property. If such entry is refused, the Town shall have recourse to pursue remedies provided by law to secure entry.
- (5) When the Town has obtained an inspection warrant or other remedy provided by law to secure entry, no owner, customer, occupant or other person having charge or control of the property shall fail or neglect, after proper request, to promptly permit entry therein by authorized Town personnel for the purpose of inspection and examination pursuant to this Chapter.
- (6) Owners or such other persons having charge or control of property shall permit the Town or other utility providers, as appropriate, to trim the limbs and branches of trees, bushes and shrubs to the extent that such trimming is reasonably necessary to avoid interference with utility lines, streetlights, or other equipment or to allow access to meters or other equipment on said property or in the public right-of-way.

#### **Sec. 13-11. Annexation required for water and sewer service.**

Any person requesting either water or sewer service for a property that is outside the Town boundaries must first annex such property to the Town to be included within the Town boundaries prior to the Town extending either water or sewer service.

#### **Sec. 13-12. Exceptions; waiver.**

For good cause, consistent with the purposes of the provisions contained herein, Town Council may substitute, modify or waive any condition or requirement contained in this Chapter.

#### **Sec. 13-13. – 13.39. Reserved.**

### **ARTICLE II Sanitary Sewers**

Sec. 13-40. Sanitary Sewer Utility Enterprise.



Sec. 13-41. Definitions.

Sec. 13-42. Adoption of rules and regulations governing sanitary sewers.

Sec. 13-43. Use of public sewers required.

Sec. 13-44. Private waste water disposal.

Sec. 13-45. Sanitary sewers, building sewers and connections.

Sec. 13-46. Use of the public sewers.

Sec. 13-47. Powers and authority of inspectors.

Sec. 13-48. Abandonment of connection.

Sec. 13-49. Interference with Town employees prohibited; digging up streets for purposes of sewer connections; destroying facilities.

Sec. 13-50. Administrative enforcement.

Sec. 13-51. Administrative review; appeals process.

Sec. 13-52. Judicial enforcement.

Sec. 13-53. - Sewer service charges.

Sec. 13-54. - Sewer tap fees.

Secs. 13-55.—13-69. Reserved.

#### **Sec. 13-40. Sanitary Sewer Utility Enterprise.**

- (1) The Town Council hereby recognizes the establishment of the Town's Sanitary Sewer Utility Enterprise and confirms the operation of the Sanitary Sewer Utility Enterprise, inclusive of the Town's municipal sanitary sewer system, as an "Enterprise" within the meaning of Section 20 of Article X of the State Constitution.
- (2) The Town Council recognizes that the creation and establishment of the Town's Sanitary Sewer Utility Enterprise serves the purpose of managing, maintaining and operating the Town's wastewater system and the sewer facilities for the conveyance, treatment and disposal of waste water from within the Town.
- (3) The Town Council designates itself as the governing body of the Sanitary Sewer Utility Enterprise and shall exercise the Town's legal authority relating to the Sanitary Sewer Utility Enterprise, but shall not levy a tax.
- (4) The Town Council directs that funds of the Sanitary Sewer Utility Enterprise and funds of the Town may be commingled for purposes of investment so long as accurate records are kept of the amount of such funds allocable to the Enterprise and to the Town.

- (5) The Town Council ratifies, approves and confirms all action not inconsistent with the provisions of this Section heretofore taken by Town Council or by the officers and employees of the Town directed toward the operation of the Wastewater Utility Enterprise as an “Enterprise” under Section 20 of Article X of the State Constitution.

**Sec. 13-41. Definitions.**

Unless the context specifically indicates otherwise, the meaning of terms used in this Article shall be as follows:

*Act* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.

*Article* means this Article II of Chapter 13 of the Town of Johnstown Municipal Code.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) Celsius, expressed in milligrams per liter.

*Building drain* means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

*Building sewer* means the extension from the building drain to the public sewer or other place of disposal, also called house connection.

*Combined sewer* means a sewer intended to receive both wastewater and storm water or surface water.

*Easement* means an acquired legal right for the specific use of land owned by others.

*Floatable oil* is oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the POTW.

*Garbage* means the solid wastes from domestic and commercial preparation, cooking, and dispensing of food, and from handling, storage and sale of produce.

*Indirect Discharge or Discharge* means the introduction of any pollutant into the Publicly Owned Treatment Works (POTW) from any non-domestic source under Section 307(b), (c) or (d) of the Act.

*Industrial Wastes* mean the liquid wastes from industrial manufacturing processes, trade or business as distinct from sanitary sewerage.

*Industrial Users or IU* means a source of indirect discharge.

*Interference* means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and,
- (2) Therefore, is a cause of a violation of the Town's NPDES permit(s) (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory and regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

*Industrial waste* means the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

*Medical Waste* means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

*National Pollutant Discharge Elimination System Permit or "NPDES Permit"* means the permit(s) issued by the State of Colorado authorizing the Town to discharge to waters of the United States under the Act, and includes, as may be amended from time to time, CO-0021156 and CO-0047058.

*Natural outlet* means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or ground water.

*Pass through* means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Town's NPDES permit, including an increase in the magnitude or duration of a violation.

*pH* means the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution.

*Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, flow, TSS, turbidity, color, BOD, COD, toxicity, or odor).

*Pretreatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants in wastewater prior to, or in lieu of, a discharge of such pollutants into the POTW. This reduction or alteration may be obtained by physical, chemical, or biological processes, by process changes or by other means, except by diluting the concentration of the pollutants, unless otherwise allowed by law or by the Town.

*Publicly Owned Treatment Works or POTW* means the treatment works, as defined by Section 212 of the Act (33 U.S.C. section 1292), that are owned by the Town. This definition includes any

devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances that convey wastewater to the POTW Treatment Plant.

*POTW Treatment Plant* means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste and includes, as may be amended from time to time, the Johnstown Central Wastewater Treatment Facility and the Low Point Wastewater Treatment Plant.

*Public sewer* means a common sewer controlled by a governmental agency or public utility.

*Sanitary sewer* means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

*Sewage* is the spent water of a community, and typically refers to water containing human excrement and gray water (as from showers, baths, dishwashing operations, sinks, washing machines). The preferred term is wastewater.

*Sewage Works* means all facilities for collecting, pumping, treating and disposing of sewerage.

*Sewer* means a pipe or conduit that carries wastewater.

*Slug discharge* means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation that adversely affect the collection system and/or performance of the wastewater treatment works. Slug discharge includes any discharge of a non-routine, episodic nature, such as an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the Town's NPDES Permit, the POTW's regulations, local limits or pretreatment requirements.

*Storm drain* (sometimes termed storm sewer) means a drain or sewer for conveying water, ground water, subsurface water or unpolluted water in any source.

*Total Suspended Solids (TSS) or Suspended Solids (SS)* means suspended matter that either floats on the surface of or is in suspension in water, wastewater or other liquids, and is removable by laboratory filtering as prescribed in Standard Methods for the Examination of Water and Wastewater.

*Unpolluted water* is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards

*Wastewater* means the liquid and water-carried pollutants from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW. It may be a combination of the liquid and water-carried waste together with any ground water, surface water and storm water that may be present.

*Wastewater treatment works* means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with waste treatment plant or wastewater treatment plant or water pollution control plant or POTW.

*Watercourse* means a natural or artificial channel for the passage of water either continuously or intermittently.

**Sec. 13-42. Adoption of rules and regulations governing sanitary sewers.**

The Town Manager may adopt forms and make and enforce rules and regulations in conformity with this Article that are necessary for the safe, efficient and economical management of the Town's sanitary sewer system. Subject to the limitations of this Code, the Town Manager may delegate the administration of this Article, or any part thereof, to duly qualified employees and agents of the Town.

**Sec. 13-43. Use of public sewers required.**

- (1) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the Town, or in any area under the jurisdiction of the Town, any human or animal excrement.
- (2) It shall be unlawful to discharge to any natural outlet within the Town, or in any area under the jurisdiction of the Town, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Article.
- (3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.
- (4) The owners of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the Town and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer, are hereby required, at the owners' expense, to install suitable toilet facilities therein, and to promptly connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within one hundred-twenty (120) days provided that the public sewer is within four hundred (400) feet of the property line.

**Sec. 13-44. Private wastewater disposal.**

- (1) Where a public sanitary or combined sewer is not available as provided in this Article, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this Section.
- (2) Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Town. The application for such permit shall be made on a form furnished by the Town, which shall be supplemented by any plans, specifications and other information deemed necessary by the Town. The applicant shall also pay a permit and inspection fee to the Town at the time the application is filed in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- (3) A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Town. The Town shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the Town when the work is ready for final inspection and before any underground portions are covered. The Town shall promptly inspect the work upon receipt of notice.

- (4) The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations and requirements of the Colorado Department of Public Health and Environment and of the Larimer or Weld County Department of Public Health and Environment, as appropriate. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than the lot size required by the Larimer or Weld County Department of Public Health and Environment, as appropriate. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- (5) At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in this Article, a direct connection shall be made to the public sewer within one hundred twenty (120) days in compliance with this Article, and any septic tanks, cesspools and similar private wastewater disposal facilities shall be cleaned of sludge and filled with suitable material.
- (6) The owners shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the Town.
- (7) No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the Town, the Colorado Department of Public Health and Environment, and Larimer or Weld County Department of Public Health and Environment, as appropriate.

**Sec. 13-45. Sanitary sewers, building sewers and connections.**

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Town.
- (2) There shall be two (2) classes of building sewer permits: (i) building sewer permits for residential and commercial uses and (ii) building permits for establishments producing industrial wastes. In either case, the owner or his or her agent shall make application on a form furnished by the Town. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Town and, for industrial users, shall include the information and shall meet the obligations required by this Article and any additional information required by the Town. The applicant shall also pay a permit, inspection tapping, and/or impact fee to the Town at the time the application is filed in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- (3) All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (4) A separate and independent building sewer shall be provided for every building; except, where a building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as a single building sewer. The Town does not and will not assume any obligation or responsibility for damage caused by or resulting from any single connection.
- (5) Old building sewers may be used in connection with new buildings only when they are found, on examination, video and/or test submitted by the property owner or a Town contractor, to meet all requirements of this Article.
- (6) The size, slope, alignment and materials of construction of all sanitary sewers including building sewers, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing codes

or other applicable rules and regulations of the Town. In the absence of suitable code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society for Testing and Materials (“ASTM”) International Standards and Water Pollution Control Facility (“WPCF”) Manual of Practice No. 9 shall apply.

- (7) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (8) No person shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or ground water to a building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- (9) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes, other applicable rules and regulations adopted by the Town or the procedures set forth in appropriate specifications of the ASTM International Standards and the WPCF Manual of Practice No. 9, as determined by the Town. All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Town before installation.
- (10) The applicant for the building sewer permit shall notify the Town when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Town or a representative of the Town.
- (11) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be promptly restored in a manner satisfactory to the Town and to the Town’s specifications.
- (12) The Town maintains the sewer main only and the property owner is responsible for the service line in total to the main including the tap.

#### **Sec. 13-46. Use of the public sewers.**

- (1) No person shall discharge or cause to be discharged storm water, surface water, ground water, roof runoff or subsurface drainage water to any sanitary sewer. Upon approval of the Town, unpolluted industrial cooling water or unpolluted industrial process water may be discharged to a storm sewer, combined sewer or natural outlet. Polluted industrial cooling water and polluted industrial process water shall require a pretreatment process approved by the Town in compliance with this Article.
- (2) Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the Town and other regulatory agencies. Unpolluted industrial cooling water or unpolluted process waters may be discharged, on approval of the Town, to a storm sewer, combined sewer or natural outlet.
- (3) No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewers:
  - (a) Petroleum oil, benzene, naphtha, fuel oil, nonbiodegradable cutting oil, products of mineral oil origin, or other flammable or explosive liquid, solid or gas;
  - (b) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21;

- (c) Wastewater having a pH less than five and one-half (5.5) or having any other corrosive property capable of causing damage or hazard to structures, to the POTW, its collection system, equipment or personnel of the sewerage works;
  - (d) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
  - (e) Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Town approves alternate temperature limits;
  - (f) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
  - (g) Trucked or hauled pollutants except in manner consistent with Subsection (14) below;
  - (h) Any waters or wastes containing toxic or poisonous soils, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create public nuisance or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/l as CN in the wastes as discharged to the public sewer; and
  - (i) Solids or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, disposable wipes, milk containers, etc., either whole or ground by garbage grinders.
- (4) The following described substances, materials, water or waste shall be limited in discharges to concentrations or quantities which will not harm the POTW, the sewers, the wastewater treatment process or equipment, will not have an adverse effect on the receiving stream and will not otherwise endanger lives, limb, public property or constitute a nuisance. The Town may set limitations lower than the limitations established in the regulations below if, in its discretion, such more severe limitations are necessary to meet the above objectives. In making such determination, the Town may consider such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other permanent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the POTW which shall not be violated without approval of the Town are as follows:
- (a) Fats, wax, oils or greases of animal or vegetable origin, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two degrees (32° F) and one hundred fifty (150° F);
  - (b) Any garbage that has not been properly shredded. For purposes of this Subsection, properly shredded garbage means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch (1.27 centimeters) in any dimension. Garbage grinders equipped with a motor of three-fourths (¾) shall be connected to sanitary



sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places and subject to inspection, reviews and approval of the Town where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. However, garbage grinders shall only be used to grind small amounts of garbage incidental to cleaning of plates, cookware, etc. and not to dispose of large quantities of waste. Waste must be scraped into a garbage can prior to cleaning;

- (c) Any waters or wastes containing strong acid iron pickling wastes, concentrated plating solutions whether neutralized or not, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the POTW Treatment Plant exceeds the limits established by the Town for such materials;
- (d) Any waters or wastes containing phenols odor-producing substances exceeding limits which may be established by the Town as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving streams;
- (e) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Town in compliance with applicable state or federal regulations;
- (f) Quantities of flow, concentrations of which constitute a slug discharge;
- (g) Waters or wastes containing substances which are not amenable to transport, treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;
- (h) Any water or wastes which, by interaction with other water or wastes in the public sewer system or POTW, release obnoxious gases, form suspended solids which cause interference with the collection system or create a condition deleterious to structures and treatment processes;
- (i) Wastewater which imparts color that cannot be removed by the POTW Treatment Plant, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently impart color to the POTW Treatment Plant's effluent, thereby causing a violation of the Town's NPDES Permit;
- (j) Sludges, screenings or other residue from the pretreatment of industrial wastes, unless specifically approved by the Town and otherwise in compliance with the Town's NPDES Permit;
- (k) Wastewater causing, alone or in conjunction with other sources, the POTW Treatment Plant's effluent to fail toxicity tests;
- (l) Detergents, surface-active agents (surfactants) or other pollutants that might cause excessive foaming in the POTW or receiving waters; and
- (m) Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW or at any point in the POTW.
- (n) Any waters or wastes having a pH in excess of 9.5
- (o) Materials which exert or cause:
  - (i) Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
  - (ii) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

- (iii) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
  - (iv) Unusual volume of flow or concentration of wastes constituting slugs as defined herein.
- (5) The pollutants, substances or wastewater prohibited by this Subsection 13-46(4) shall not be processed or stored in such a manner that they could or will be discharged to the POTW.
- (6) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Subsection (4) of this Section, and which, in the judgment of the Town, may have a delirious effect upon the POTW, processes, equipment or receiving waters or which otherwise create hazard to life or constitute a public nuisance, the Town may:
  - (a) Reject the wastes;
  - (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
  - (c) Require control over the quantities and rates of discharge; and/or
  - (d) Require payment of the added cost of handling and treating the wastes not otherwise covered by existing taxes or sewer charges under the provisions of this Article.
- (7) When considering the above alternatives, the Town shall give consideration to the economic impact of each alternative on the discharger, but, in any event, shall not allow a discharge that has the potential to cause a violation of the Town's NPDES Permit or the law. If the Town permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Town.
- (8) No user shall increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment, including pretreatment, to achieve compliance with a discharge limitation unless expressly authorized by law or by the Town. The Town may impose mass limitations on users who are using dilution to meet applicable requirements.
- (9) Grease, oil and sand interceptors shall be provided when, in the opinion of the Town, they are necessary for the proper handling of liquid wastes containing floatable fats, oils or greases in excessive amounts as specified in Subsection (4)(a), or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Town, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means at least annually or determined appropriate and necessary by the Town of the captivated material and shall maintain records of the dates and means of disposal which are subject to review by the Town. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms.
- (10) Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner or the operator at his or her expense.
- (11) When required by the Town, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such structures, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Town. The structure shall be installed by the owner at his or her expense, and shall be maintained by him or her so as to be safe and accessible at all times.

- (12) The Town may require the user of sewer services to provide information needed to determine compliance with this Article. The requirements may include, but are not limited to:
- (a) Wastewater discharge peak rate and volume over a specified time period;
  - (b) Chemical analyses of wastewaters;
  - (c) Information on raw materials, processes and products affecting wastewater volume and quality;
  - (d) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
  - (e) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
  - (f) Details of systems to prevent and control the losses of materials through spills to the municipal sewer; and/or
  - (g) A wastewater discharge permit application, questionnaire or other reports and notifications in a format and timeframe specified by the Town.
- (13) Industrial users.
- (a) Mandatory pretreatment requirements. In addition to all other requirements contained in this Article, industrial users shall provide wastewater treatment, as necessary, to comply with the pretreatment standards required by the Town's NPDES Permit and otherwise required by law. The industrial user shall achieve compliance prior to discharge. Any facilities necessary for compliance shall be provided, operated and maintained at the industrial user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Town for review, and shall be acceptable to the Town before such facilities are constructed. Acceptance by the Town of any such facilities shall not be construed as a guarantee or agreement by the Town that such facilities will achieve compliance with this Article. The review of such plans and operating procedures shall in no way relieve the industrial user from the responsibility of modifying such facilities, as necessary, to produce a discharge acceptable to the Town under the provisions of this Article.
  - (b) Additional pretreatment and monitoring requirements. The Town may, in its discretion, require:
    - (i) An industrial user to restrict its discharge, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate domestic waste streams from non-domestic waste streams or impose such other conditions as may be necessary to protect the POTW and ensure the industrial user's compliance with the requirements of this Article;
    - (ii) An industrial user discharging into the POTW to install and maintain, on the user's property and at the owner's or operator's expense, a suitable storage and flow-control facility to ensure equalization of flow;
    - (iii) An industrial user discharging into the POTW to install, at the owner's or operator's expense, suitable monitoring facilities or equipment that isolates appropriate wastewater discharges into the wastewater system and facilitates accurate observation, sampling and measurement of discharges. The equipment shall be maintained in proper working order and kept safe and accessible without restriction to POTW personnel at all times. Where practical, the monitoring equipment shall be located and maintained on the industrial user's premises outside of the building; and/or

- (iv) An industrial user with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.
- (c) Slug discharge control. Facilities to prevent slug discharges shall be provided and maintained at the industrial user's expense. The Town may require industrial users to implement prevention plans to control slug discharges.
- (d) Notification. After initial approval, industrial users shall provide the following notifications:
  - (i) In the case of any discharge, including, but not limited to, spills, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a slug discharge or a discharge that may cause potential problems for the POTW, the industrial user shall immediately telephone and notify the POTW of the incident. The notification shall include:
    - (1) Name of the facility;
    - (2) Location of the facility;
    - (3) Name of the caller;
    - (4) Date and time of the discharge;
    - (5) Date and time discharge was halted;
    - (6) Location of the discharge;
    - (7) Type of waste;
    - (8) Estimated volume of the discharge;
    - (9) Estimated concentration of pollutants in the discharge;
    - (10) Corrective actions taken to halt the discharge; and
    - (11) Method of disposal, if applicable.
  - (ii) Within five (5) working days following such discharge under Part (d)(i) of this Subsection, the industrial user shall, unless waived by the Town in writing, submit a detailed written summary describing the cause(s) of the discharge and measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to persons or property; nor shall such notification relieve the industrial user of any fines, penalties or other liability which may be imposed pursuant to this Article and applicable regulations.
  - (iii) The industrial user shall notify the Town in advance of any substantial change in the volume or character of pollutants in their discharge and/or of any changes to their facilities affecting the potential for slug discharges and/or accidental release of prohibited discharges.
  - (iv) The industrial user shall notify the Town, the Colorado Department of Public Health and Environment and Region 8 of the Environmental Protection Agency in writing of any discharge into the POTW of any substance which, if otherwise disposed of, would be considered a hazardous waste under 40 CFR Section 261. Each industrial user shall notify the POTW in advance of any substantial change to such discharge. The specific information required to be reported and the time frames in which it is to be reported are found at 40 CFR Section 403.12(p).
- (e) Recordkeeping. Industrial users shall retain all records related to discharges for a minimum period of three (3) years. The records shall be made immediately available

upon request of the Town at any time during the three (3) year period or so long as actually retained.

- (f) Time for Compliance. All existing industrial users shall come into compliance with the terms of this Article upon the effective date.
- (14) Trucked or hauled waste. The Town may regulate trucked and hauled waste to ensure that persons are complying with the terms of this Article and that the Town is acting in compliance with its NPDES Permit.
- (15) RV disposal stations. The Town may allow recreational vehicle (“RV”) disposal sites in the service area if the quality or quantity of the RV waste does not adversely impact the POTW. The Town may require RV disposal sites in the service area to ensure adequate controlled access to its disposal site including locked access, sign-in records for persons discharging from the RV, record keeping by the RV disposal site and other information deemed appropriate.
- (16) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Article shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and/or per EPA approved methods, as referenced in 40 CFR Part 136. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Town.
- (17) No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the Town and any person relating to an industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, except that no such agreement shall be permitted which violates Subsection (3) of this Section or causes or may cause the Town to violate its NPDES Permit or the law.

#### **Sec. 13-47. Powers and authority of inspectors.**

- (1) The Town, by and through duly authorized personnel bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the POTW system in accordance with the provisions of this Article.
- (2) Duly authorized Town personnel shall be permitted to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the POTW. All records, reports, data or other information supplied by any person as a result of any disclosure required by this Article or information and data from inspections shall be available for public inspection except as otherwise provided in this Section, 40 CFR Section 403.14 or Colorado law. These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include, but shall not be limited to: processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted which is desired to be considered a trade secret shall have the words, “Confidential Business Information,” stamped on each page containing such information. The person must demonstrate to the satisfaction of the Town that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets.
- (3) Information designated as a trade secret shall remain confidential and shall not be subject to public inspection, except as otherwise required by law. Such information shall be available only to officers, employees or authorized representatives of the Town charged with implementing and enforcing the provisions of this Article and properly identified representatives of the Environmental Protection Agency and or the Colorado Department of Public Health and

Environment. Effluent data obtained by self-monitoring, monitoring by the POTW or monitoring by any state or federal agency shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

- (4) While performing the necessary work on private properties referred to in Subsection (1) above, duly authorized Town personnel shall observe all safety rules applicable to the premises established by the company and otherwise required by law.
- (5) The Town, by and through duly authorized personnel bearing proper credentials and identification, shall be permitted to enter all private properties through which the Town holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within the easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

**Sec. 13-48. Abandonment of connection.**

No person shall abandon any building connection without first obtaining a written permit from the Town. Such building connection shall be abandoned and effectively sealed as appropriate to the material of the building lead, subject to approval and the rules and regulations required by the Town.

**Sec. 13-49. Interference with Town employees prohibited; digging up streets for purposes of sewer connections; destroying facilities.**

- (1) No person shall in any way interfere with Town employees in any discharge of their duties with respect to the POTW.
- (2) No person shall dig up or cause to be dug up any street or alley in the Town for the purpose of connecting with the sewer system, without first obtaining a permit, and no person having a permit shall dig up any portion of any street or alley for the purpose of connecting with the sewer system of the Town and then fail or neglect to replace the street or alley to its original condition.
- (3) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the POTW.
- (4) Any person violating these provisions may be subject to immediate arrest and to any other recourse permitted under this Article, the Code or the law.

**Sec. 13-50. Administrative enforcement.**

- (1) Notice of violation. When the Town finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town may serve upon such person a written notice of violation. Within five (5) business days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to Town. Submission of such a plan in no way relieves the person of liability for any violations occurring before or after receipt of the notice of violation. If the plan for correction submitted by the person is not satisfactory to the Town, the Town may take further action. Nothing herein shall limit the authority of the Town to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.
- (2) Suspension of service.
  - (a) Suspension of service with notice. The Town may suspend wastewater treatment service by disconnecting water service, in order to stop an actual or threatened discharge which

presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, which causes or may imminently cause pass through, interference or the violation of the Town's NPDES Permit or which results or may imminently result in a violation of any other provision of this Article. Any person notified of a suspension of wastewater treatment service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the Town may take such steps as deemed necessary including immediate physical severance of the sewer connection, to prevent or minimize damage to the POTW or endangerment to individuals or the environment

- (b) Emergency suspension. The Town may, without prior notice, order wastewater treatment services suspended or physically sever a sewer connection if an actual or proposed discharge immediately and substantially endangers public health, safety or welfare, or the environment, or may likely cause the Town to violate any condition of its NPDES Permit or the law. Any such emergency suspension order shall become effective immediately, and any person notified of such suspension shall immediately stop or eliminate all discharge of industrial waste. In such emergency situations, the Town is authorized to prevent or minimize danger or property damage.
- (3) Administrative orders and penalties.
- (a) Administrative orders. When the Town finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town may issue an order to the person responsible for the discharge directing that such person immediately, or within a time specified by the Town, come into compliance. If the person does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance otherwise required by the provisions of this Article or required to ensure that the Town remains in compliance with the NPDES Permit, nor does a compliance order relieve the person of liability for any violation, including any continuing violation during the time it takes the person to come into compliance. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the person.
  - (b) Administrative penalties. When the Town finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town may fine such person in an amount not to exceed the amount set forth in Article IV of Chapter 1 of the Code. Such fines shall be assessed on a per-violation, per day basis. The Town may, in addition to fines, collect charges to pay for damage to the POTW, fines issued to the POTW as a result of such person's noncompliance and any other costs incurred by the Town or the POTW as a result of such person's noncompliance. A lien against the person's property may be sought for unpaid charges, fines, and penalties. The issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the person.
- (4) Appeal of administrative orders or penalties.
- (a) A person who disputes an administrative order or administrative penalty made by or on behalf of the Town pursuant to and by the authority of this Article may petition for a hearing in accordance with this Article.

- (b) Limitation. Notwithstanding the right to appeal, the Town may take any action deemed necessary during the pendency of the appeal to allow the Town to remain in compliance with the Town's NPDES Permit, to prevent or mitigate damage to the POTW and to protect the health, safety, or welfare of the public, including, but not limited to, discontinuing wastewater treatment services or physically severing of the sewer connection.

**Sec. 13-51. Administrative review; appeals process.**

- (1) Petition. A person who disputes an administrative order or an administrative penalty may petition for a hearing. The petition shall be in writing, filed with the Town Clerk and contain facts in support of the position alleged therein. The petition shall be submitted under oath in writing or orally at the duly scheduled hearing. A person may only file one petition in connection with a particular dispute, except upon a showing of changed circumstances sufficient to justify the filing of an additional petition.
- (2) Hearing. The Town Manager shall hold a hearing on the petition or designate another person as a hearing officer with authority to hold such hearing. The hearing shall be held within a reasonable time after the filing of a petition at the Town Hall or other place as designated by the hearing officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the Town. The petitioner shall have the burden of proof.
- (3) Final order. Within fourteen (14) days of a hearing, the hearing officer shall make written findings of fact and conclusions based upon all relevant information contained in the petition and presented at the hearing. The hearing officer's determination shall be considered a final order, which may, within ten (10) days of its issuance, be appealed to the Town Council.
- (4) Appeal of the final order. An appeal to the Town Council shall be in writing and filed with the Town Clerk, setting forth the specific errors and omissions of the hearing officer in such hearing officer's final order. At the time of filing, the appellant must pay the docket fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. Written notice of the hearing shall be given to all parties concerned at least (5) days prior to the hearing. The appellant shall have burden of proof on an appeal. The Town Council shall make its final determination and affirm, modify or reverse the final order.
- (5) Service. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Article. Service may also be accomplished by electronic mail on the condition that the recipient acknowledges receipt of the electronic mail.
- (6) Limitation. Notwithstanding the right to appeal, the Town may take any action deemed necessary during the pendency of the appeal to allow the Town to remain in compliance with the Town's NPDES Permit, to prevent or mitigate damage to the POTW and to protect the health, safety, or welfare of the public, including, but not limited to, discontinuing wastewater treatment services or physically severing of the sewer connection.

**Sec. 13-52. Judicial enforcement.**

- (1) Injunctive relief. When the Town finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may petition the court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of an administrative order issued hereunder or any other requirement imposed by this Article, by the Town's NPDES Permit or by law. The Town Manager may also seek such other action as is appropriate, including



pursuing legal recourse to require the person in violation to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against such person.

- (2) Action at law. When the Town finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may commence an action at law in a court of competent jurisdiction. An action at law shall not be a bar against, or a prerequisite for, taking any other action against such person.
- (3) Municipal court. Without limitation to other potential remedies, when the Town finds that a person has violated, or continues to violate, any provision of this Article, the Town's NPDES Permit or any other order under this Article, the Town Manager may direct that the person be served a summons and issued a citation into the Johnstown Municipal Court and be subject to the penalties set forth in Article IV of Chapter 1 of the Code.

**Sec. 13-53. Sewer service charges.**

- (1) Monthly sewer service charges for residential and nonresidential customers are hereby levied and assessed at the rates set forth by resolution of the Town Council in the Town Fee Schedule.
- (2) In addition to monthly sewer service charges, customers that discharge wastes with BOD and suspended solids concentrations above normal domestic wastes shall be assessed a surcharge in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- (3) Sewer service charges for industrial users who desire treatment of domestic wastewater only are hereby levied and shall be assessed by the Town in an amount that is based upon the number of persons employed by the industrial user. The Town Manager shall implement a uniform methodology to calculate such charges, which methodology shall be available to the user.

**Sec. 13-54. Sewer tap fees.**

- (1) Applicants for sewer service shall pay a sewer tap fee at the time that a building permit is issued.
- (2) Except as provided below, sewer tap fees shall be determined in accordance with the meter capacity recommended for the related water meter and shall be set forth by resolution of the Town Council in the Town Fee Schedule.
- (3) Because water use and wastewater flows for larger meters varies widely depending on the type of customer, sewer tap fees for meters ranging from four (4) inches to eight (8) inches shall be determined by the Town on a case-by-case basis.

**Secs. 13-55—13-69. - Reserved.**

**ARTICLE III - Water**

Sec. 13-70. Water Utility Enterprise.

Sec. 13-71. Requirements for receiving water tap.

Sec. 13-72. Water meters.

Sec. 13-73. Water tap and raw water development fee.

Sec. 13-74. Maintenance.

Sec. 13-75. Meter obstruction.

Sec. 13-76. Disconnection of service unrelated to delinquency.

Sec. 13-77. Water service charges.

Sec. 13-78. Bulk potable water for construction.

Sec. 13-79. Damage to property and equipment of water system.

Sec. 13-80. Trespass, interference with water system prohibited.

Sec. 13-81. Authority to turn on water.

Sec. 13-82. Pollution of the water system prohibited.

Sec. 13-83. Control, repair, and tests of fire hydrants.

Sec. 13-84. Operation of fire hydrants.

Sec. 13-85. Interruption of service by utility.

Sec. 13-86. - 13-110. Reserved.

**Sec. 13-70. Water Utility Enterprise.**

- (1) The Town Council recognizes the establishment of the Town's Water Utility Enterprise and confirms the operation of the Water Utility Enterprise as an "Enterprise" within the meaning of Section 20 of Article X of the State Constitution.
- (2) The Town Council recognizes that the creation and establishment of the Town's Water Utility serves the purpose of managing, maintaining and operating the Town's water system.
- (3) The Town Council designates itself as the governing body of the Water Utility and shall exercise the Town's legal authority relating to the Water Utility Enterprise, but shall not levy a tax.
- (4) The Town Council directs that funds of the Water Utility Enterprise and funds of the Town may be commingled for purposes of investment so long as accurate records are kept of the amount of such funds allocable to the Enterprise and to the Town.
- (5) The Town Council ratifies, approves and confirms all action not inconsistent with the provisions of this Section heretofore taken by Town Council or by the officers and employees of the Town directed toward the operation of the Water Utility Enterprise as an "Enterprise" under Section 20 of Article X of the State Constitution.

**Sec. 13-71. Requirements for receiving water tap.**

- (1) Any person who seeks an extension of water service, annexation of land to the Town or a change in land use, if such change in use will increase the demand for water service, shall dedicate a sufficient amount of acceptable water to the Town as provided in Article IV of this Chapter.

- (2) Any person desiring to make a connection to the water system or use water therefrom shall make written application to the Town. No person shall connect to the water system or use water therefrom until such application has been approved and such person has otherwise complied with all relevant provisions of the Code.
- (3) Any person desiring to make a connection to the water system or use water therefrom shall pay all applicable fees.

**Sec. 13-72. Water meters.**

- (1) All water services supplied by the Town shall be metered. Use of any water without proper metering shall be prohibited.
- (2) Property owners shall install a curb stop with a cast iron box and lid within the Town right-of-way at a location near the property line. Materials shall be of a standard type approved by the Town and in accordance with Town requirements. Property owners shall maintain curb boxes and lids therefor in good and unbroken condition and in readiness for emergency connect and/or disconnect, and shall keep curb box lids unobstructed and visible at all times.
- (3) Water meters shall be of a size, type and design approved by the Town, shall be installed in the Town right-of-way and shall be in a readily accessible location for the meter reader. Indoor water meters must be approved by the Town. Water meters shall be installed either in a frost-proof meter pit or inside the structure with a remote reading device connected to allow reading from the outside of the structure. Water meters shall be installed with a stopcock on each side of the meter.
- (4) At the time of construction of new commercial or industrial buildings, the Town may, in its discretion, permit the installation of dual water meters where usage of water partially for irrigation purposes would otherwise create inequitable billing. In such instances, one of the meters shall record water used exclusively for irrigation purposes, and the use of such water shall be reflected in water billings, but not the sewer billing.
- (5) Each water meter shall be inspected by the Town and shall be properly adjusted before installation.
- (6) A record shall be made and preserved of each meter installed, containing the location, serial number and size of the meter.
- (7) All water meters shall be provided by the Town at the expense of the property owner. Payment for the water meter shall be in the amount set forth by resolution of the Town Council in the Town Fee Schedule and made at the time a building permit is issued. All other expenses for providing water facilities to a property shall be the responsibility of the property owner.
- (8) Water meters sized  $\frac{3}{4}$ " or 1" shall be installed by the Town or an authorized representative of the Town at the expense of the property owner.
- (9) Water meters shall be maintained by the Town and shall be tested and repaired as necessary.
- (10) Property owners shall be responsible for the cost of the cut and backfill from the water tap to the shut-off valve, the cost and installation of the meter pit and all materials from shut-off to the improvement on the property and all necessary repairs and maintenance from the shut-off valve to the improvement on the property.
- (11) The Town may remove any meter for routine tests, repairs and replacement. Meter tests shall be subject to the following:
  - (a) Each water meter shall be tested either by the Town or the manufacturer and shall be found to be in good working condition and properly adjusted before installation. If the test is made by the manufacturer, a report of such test result shall be furnished to the Town prior to the installation.

- (b) Whenever, upon test by the Town, a water meter is found to have an accuracy within the acceptable American Water Works Association (“AWWA”) standards, such meter shall be considered to be accurate and correct and no adjustment shall be made in any charge or bill for service prior to the date of such test. If, upon test by the Town, a water meter is found to have an average error in excess of the AWWA standards, such meter shall be corrected or replaced, at the option of the Town, and an appropriate correction or charge in keeping with the percentage error found upon testing shall be made to the charges for water service measured through said meter during a period of not more than one hundred eighty (180) days prior to the date of such test.
  - (c) The customer shall have the right to request a special water meter test at any time. If the special test discloses that the water meter is registering correctly within the AWWA standards, the customer shall pay the water meter testing fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- (12) It shall be unlawful for any person to tamper or interfere with any water meter or meter seal or to arrange a water service or piping wherein the use of water will not actuate the meter. The Town may discontinue water service immediately to any user who violates the provisions of this Subsection until satisfactory payment has been made for all water used and all repairs to the water meter and piping have been made.

#### **Sec. 13-73. Water tap and raw water development fee**

- (1) Water tap fee. Any person desiring to use water from the Town’s water system shall obtain and pay for a water tap fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The water tap fee shall be based on the water meter size. Because water use for larger meters varies widely depending on the type of customer, water tap fees for meters ranging from four (4) inches to eight (8) inches shall be determined by the Town on a case-by-case basis.
- (2) Raw water development fee. A raw water development fee is hereby levied and assessed for all new water taps. The raw water development fee shall be used for the purpose of funding raw water development projects in the Town. The raw water development fee shall be in the amount set forth by resolution of the Town Council in the Town Fee Schedule. The raw water development fee shall be based on the water meter size.
- (3) Payment due. Water tap fees and raw water development fees shall be paid at the time of building permit issuance. Said fees shall be in addition to all other charges and to the required dedication of raw water as set forth in this Code.

#### **Sec. 13-74. Maintenance.**

- (1) Every person taking water through the water system of the Town shall permit the Town, at all reasonable hours of the day, to enter his or her property for the purpose of inspection, observation, measurement, sampling, testing, maintenance and upgrading of the Town’s water system. Unreasonable delays in allowing the Town access to the property shall be considered a violation of this Article. The Town may terminate water service to any property for the failure to allow access.
- (2) Unless maintenance and repair are necessary due to the acts of the customer, maintenance of the meter shall be the responsibility of the Town. If the maintenance or repair is due to the acts of the customer, the Town shall bill the cost of the maintenance or repair to the customer.
- (3) The Town shall be responsible for maintenance of the water line services as follows:

- a. If a curb stop exists, the Town shall be responsible from the curb stop back to the water main and for the water meter only.
- b. If no curb stop exists and the meter is in the right-of-way, the Town shall be responsible from the property side of the water meter to the water main.
- c. If no curb stop exists and the meter is inside the house, the Town shall be responsible for the water service in the right-of-way back to the water main.

**Sec. 13-75. Meter obstruction.**

Persons owning or possessing property on which a water meter is located shall provide at least three feet of unobstructed access to the meter pit and at least five feet of vertical clearance above the meter pit. Failure to provide adequate access to the water meter shall result in an obstructed meter charge in the amount set forth by resolution of the Town Council in the Town Fee Schedule until the obstruction is cleared. Water meters shall be deemed to be obstructed for, among other reasons, locked gates preventing entry or animals threatening or intimidating authorized personnel from accessing the meter.

**Sec. 13-76. Disconnection of service unrelated to delinquency.**

(1) Voluntary disconnection.

- (a) Persons may periodically desire to temporarily turn off water service.
- (b) Voluntary disconnects and reconnects of existing water service shall be made only under the following specific conditions:
  - (i) Water service charges are paid in full and not delinquent;
  - (ii) The monthly service charge shall be paid during the period of disconnection;
  - (iii) Disconnection and reconnection shall be made only by those persons approved and authorized for such work by the Town; and
  - (iv) A disconnect and reconnect fee is paid in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

(2) Involuntary disconnection.

- (a) Where water service is temporarily discontinued for pipeline repairs or similar matters, the Town shall not impose a disconnect or reconnect fee.

(3) Abandonment of water service.

- (a) A water connection to the Town water system shall be considered to be abandoned, upon ten (10) days' written notice to the owner and the failure to cure, under either of the following conditions:
  - (i) Water service has been discontinued for nonpayment of water service charges and said delinquency has not been rectified within three (3) months of the discontinuance of water service; or
  - (ii) Water service was voluntarily disconnected as set forth above and the minimum monthly service charge has not been paid for a continuous twelve (12) month period.
- (b) If service is determined to be abandoned, abandonment shall be made at the water main with a repair clamp and the water meter removed at the cost of the property owner.
- (c) Prior to reconnection of abandoned water, the person seeking water service shall pay, among other potential charges, all delinquent fees and costs to reactivate the water service or a new water tap fee.

**Sec. 13-77. Water service charges.**

- (1) Water service charges are hereby levied and assessed for water service at the rates set forth by resolution of the Town Council in the Town Fee Schedule. Water service charges for properties located outside the corporate limits of the Town shall be one and one-half times the rates charged for properties within the Town.
- (2) Except as provided below, the fees for water service shall include a charge based on the size of the water meter and a charge based on the amount of water taken through the water meter.
- (3) For structures with a common meter serving multiple dwelling units, the fees for water service shall include a charge based on the number of dwelling units served by the common meter and a charge based on the amount of water taken through the water meter.
- (4) Water users outside the corporate limits of the Town shall be on individual meters.
- (5) Water meters shall be read once per month and water users shall be billed monthly. If any meter shall fail to register in any billing period, the water user shall be charged according to the average quantity of water used during a similar period.
- (6) Water service rates for non-potable only service to green belt areas, parks, and dual systems shall be charged in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Sec. 13-78. Bulk potable water for construction.**

- (1) For purposes of this section, *construction hydrant meter* means a Town-authorized temporary metering device placed upon a fire hydrant or other Town water supply source by which a construction contractor may obtain water to be used during construction.
- (2) A cash deposit based on the cost of repairing or replacing a construction hydrant meter, in the amount determined by the Town, shall be required for each meter to assure its return in good working order.
- (3) Bulk potable water for construction purposes within the Town may be obtained from a construction hydrant meter authorized by the Town. Bulk water service shall be metered.
- (4) The water delivered through the construction hydrant meter shall be billed to the contractor on a monthly basis in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Sec. 13-79. Damage to property and equipment of water system.**

No person shall damage any property, equipment, appliance, appurtenance or any other item constituting part of the water system.

**Sec. 13-80. Trespass, interference with water system prohibited.**

No person shall trespass upon the property of the water utility, tap any water mains, make any connections therewith, in any manner interfere with the water system or the property, equipment, mains, valves or any other appliances or appurtenances of the water system, change or alter the position of any valve or appliances of the water system or change or alter the position of any valve or appliance regulating the flow of water in any water utility main, unless authorized to do so in writing by the Town Manager.

**Sec. 13-81. Authority to turn on water.**

No person other than a duly authorized employee of the Town shall open or turn on any Town water valve or curb stop regulating the flow of water from the Town mains to any premises, lot, building or house for any reason.

**Sec. 13-82. Pollution of the water system prohibited.**

No person shall deposit in any part of the water system any substance or material that will in any manner injure or obstruct the water system or any material or substance that would tend to contaminate or pollute the water or obstruct the flow of water.

**Sec 13-83. Control, repair, and tests of fire hydrants.**

All fire hydrants connected to a Town owned water main are part of and shall be maintained by the Town. The installation, maintenance, testing and repair of all fire hydrants, stand pipes, and fire sprinklers on private waterlines or watermain are the responsibility of the property owner.

**Sec. 13-84. Operation of fire hydrants.**

No person, other than authorized Town or fire department personnel, shall open or operate any fire hydrant, standpipe or fire sprinkler system on public property without written authorization from the Town.

**Sec. 13-85. Interruption of service by utility.**

Town water may at any time be shut off from the street main due to emergencies or for the purpose of making any connections or extensions of the water mains or to perform any other work necessary to repair and maintain the water system. Notice will be given whenever reasonably possible. The Town shall not be liable for any damages that may occur directly or indirectly on account of the Town water being cut off for any purpose.

**Secs. 13-86 —13-110. - Reserved.****ARTICLE IV - Water Rights Dedication**

Sec. 13-111. Title.

Sec. 13-112. Intent and purpose.

Sec. 13-113. Definitions.

Sec. 13-114. Water rights dedication requirement.

Sec. 13-115. Cash in lieu of water dedication.

Sec. 13-116. Water dedication rate.

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Sec. 13-118. Dedication of water rights for park, open space or recreation uses.

Sec. 13-119. Little Thompson Water District.

Sec. 13-120. Annexations.

Sec. 13-121. Procedure.

Sec. 13-122. Water court transfer fee.

Sec. 13-123. Yield by water type and decree

Sec. 13-124. Lease back.

Sec. 13-125. Return flows and augmentation, exchange, or reuse plans.

Sec. 13-126. Town water bank.

Sec. 13-127. – 13-129. Reserved.

### **Sec. 13-111. Title.**

The ordinance codified in this Article shall be known and may be cited as the Town Water Rights Dedication Ordinance.

### **Sec. 13-112. Intent and purpose.**

It is the intent and purpose of this Article to require the dedication of water rights to the Town sufficient to satisfy any new or additional demand for Town water service resulting from the extension of water service, annexation of land to the Town or any change in land use, within or outside the limits of the Town, which will require new or additional water supply from the Town, and thereby to assure an adequate and stable supply of water to all Town water users, ensure the financial stability of the Town water utility and promote the general welfare of the public.

### **Sec. 13-113. Definitions.**

As used in this Article, unless the context otherwise requires,

*Annexation* means the act of attaching, adding, joining or uniting a parcel of land to the legal entity known as the Town of Johnstown.

*Applicant* means any individual, partnership, association, organization or corporation requesting water service from the municipal water system of the Town.

*Appurtenant* means belonging to, accessory or incident to, adjunct, appended, annexed to or used in conjunction with.

*Change in land use* shall include expansion of an existing use.

*Consumptive use* means the amount of water consumed that does not return to the stream system after use.



*Conveyance of water rights* means the process by which legal title to water rights is transferred by appropriate deed, stock assignment, allotment contract or other record transfer.

*Dedicate or dedication* means to appropriate an interest in land or water rights to some public use, made by the owner, and accepted for such use by or on behalf of the public.

*Extension of water service* means any extension of the Town water service for which a tapping charge is assessed or any increase in Town water service resulting from a change in use of property, an increased use of property or an increase in irrigated area.

*Historical use affidavit* means a notarized written statement on a form approved by the Town, which sets forth, among any other information that may be requested by the Town, the following information concerning each water right proposed for dedication to the Town:

- (1) The name and address of the owner;
- (2) The amount of each water right or the number of shares of stock;
- (3) If the water right is used for irrigation, the number of acres presently being irrigated and a legal description and/or map of the acreage irrigated;
- (4) A copy of the stock certificate in any ditch or reservoir company which furnishes water and, unless this requirement is waived by the Town, all decrees or judgments determining or adjudicating each water right proposed for dedication to the Town and any other water rights appurtenant to the property;
- (5) A copy of the document by which the present owner of each water right received title to the water right proposed for dedication to the Town and any other water rights appurtenant to the property;
- (6) A copy of all diversion records for each water right proposed for dedication or transfer to the Town, unless this requirement is waived by the Town; and
- (7) A description of the historical use of the water right, including the amount and time of diversions and, if the use was irrigation, the type of irrigation, the number of acres irrigated, the crops grown and a description of any other water rights used on the land irrigated.

*Lease* means any grant for permissive use which results in the creation of a landlord-tenant relationship.

*Owner* means the property owner, annexor or developer, as the case may be and the context indicates, and shall include any part owner, joint owner, tenant in common or joint tenant.

*Priority* means that a water right has a date as of which it is entitled to use water in relation to other water rights deriving their supply from the same source which is sufficiently senior that it may reasonably be expected to provide a dependable water supply for the requirements of this Article. Factors to be considered in making this determination shall include, but not by way of limitation, the appropriation date and adjudication date of the water right, the decreed use, the historical use of the water right, the physical flow available and the administrative practices of the office of the State Engineer.

*Raw water credit* means the number of SFEs for which dedication credit is provided by the Town for the dedication of a particular acceptable water right to the Town.

*Single family equivalent unit or SFE* means a number related to the volume of water necessary to meet the demand and consumptive use requirements of an average dwelling unit housing not more than three and one-half (3.5) persons and having not more than three thousand (3,000) square feet of irrigated area. The SFE unit value assigned to such average dwelling unit is one (1.0). The SFE unit value assigned to any particular dwelling unit may be greater than, equal to or less than one (1.0). The SFE unit value assigned to other uses shall be based on the Town's estimated volume of water demanded and consumed by such uses as compared to the volume of water demanded and consumed by such average dwelling unit.

*Town water service or water service* means treated water service or raw water service furnished by the Town for any purpose, including but not limited to domestic, commercial, and industrial uses.

*Transfer, dedicate, or dedication of water rights* means the conveyance of legal title to water rights to the Town.

*Water court transfer fee* means the estimated cost per SFE of court filing fees, publication fees, professional fees and other reasonable and customary costs associated with required proceedings in the water court for the Town to make full and lawful use of water rights dedicated to or acquired by the Town for use in its municipal water system, the amount of which is set forth by resolution of the Town Council in the Town Fee Schedule.

*Water credit* means the number of acre-feet, or the number of SFEs, for which dedication credit is provided by the Town for the dedication of a particular acceptable water right to the Town.

*Water right* means a decreed right to use in accordance with its priority a certain portion of the waters of the State by reason of the appropriation of the same. It shall include both direct-flow and storage rights.

#### **Sec. 13-114. Water rights dedication requirement.**

- (1) Any person who seeks approval of any of the following:
  - (1) an extension of water service;
  - (2) annexation of land to the Town; or
  - (3) any change in land use, within or outside the limits of the Town, if such change in land use will increase the demand for Town water service,

shall dedicate surface water rights to the Town of an amount and priority to produce, after dedication of such water rights to the Town and completion of any necessary water court transfer proceedings, a sufficiently reliable source of water acceptable to the Town to supply at least the amount of water needed to supply the additional deliverable and fully consumable water per year for each SFE, which water will be available for diversion at such point or points of diversion as the Town may designate for use and consumption by the Town for municipal purposes.

- (2) If wastewater from in-house or in-building uses will not be treated by the Town's municipal wastewater treatment facilities or other wastewater treatment facilities of equal efficiency and which provide similar return flow patterns, the Town shall increase the dedication requirement so that, after dedication of such water rights to the Town, the water rights to be dedicated will produce an amount of deliverable and fully consumable water per year for each SFE that is sufficient to ensure an adequate supply of water to satisfy the proposed use or uses.

- (3) Any person required to dedicate water rights to the Town shall designate, on forms prescribed by the Town, all water rights proposed to be dedicated to the Town with proof of ownership or otherwise show the legal ability to dedicate the water rights, and shall provide a legal description of the land for which the extension of water service is requested or for which approval of annexation or a change in land use is sought; and, in addition, shall specify the proposed use or uses for which Town water service is requested and the number of SFE units required for such use or uses. The form shall be accompanied by a historical use affidavit, except that, if the total number of SFE units is greater than thirty (30) SFE units, the Town may, in its discretion, require, in addition to the historical use affidavit, an engineering report prepared at said person's expense by an engineer experienced in water rights matters to analyze the historical use of the water rights proposed for dedication to the Town.
- (4) Upon receipt of the foregoing, the Town, in its sole discretion, shall determine whether the water rights are acceptable to the Town and whether the water rights are sufficient to satisfy the requirements of Article. In making such determination, the Town shall consult with persons knowledgeable in water rights matters.
- (5) The water dedication requirement shall be satisfied by the person seeking approval of the extension of water service, annexation or a change in land use, regardless of whether that person will be the ultimate user of the Town water service.
- (6) All costs and expenses to dedicate water rights to the Town to satisfy the water dedication requirements contained in this Article shall be paid by the person required to dedicate such water rights. Costs and expenses necessary to change dedicated water rights so they can be diverted and used by the Town for municipal use shall be paid by the person required to dedicate water rights to the Town in the form of payment of a water court transfer fee or as otherwise required by the Town. Payment of the water court transfer shall not create an ownership interest in the dedicated water.
- (7) Prior to commencing a project that requires water or sewer service, the owner shall be required to enter into a water and sewer service agreement with the Town.

**Sec. 13-115. Cash in lieu of water dedication.**

Town Council may, in its discretion, accept cash-in-lieu of the required water dedication. If cash-in-lieu is approved, the rate shall be based on a per SFE standard and shall at a minimum be equal to the fair market value of water rights required to satisfy the water dedication requirement provided in this Article, determined as of the date of actual cash-in-lieu payment.

**Sec. 13-116. Water dedication rate.**

- (1) A single-family equivalent without a separate non-potable irrigation system shall require the dedication of 0.50 acre-feet of water per residence for a landscaped lot consisting of less than or equal to 3,000 square feet. The 0.50 acre-feet per residence consists of 0.33 acre-feet of water for in-home consumptive use and 0.17 acre-feet of water for irrigation. This shall be the basis for a single-family equivalent (SFE).
- (2) Unless otherwise approved or required by the Town, in its discretion, the required water dedication for the uses set forth below, which are based on the anticipated annual water usage and account for treatment system losses, distribution system losses, contractual assessments and drought protection, shall be as follows:
  - (a) A single-family detached dwelling unit shall require the dedication of 0.33 acre-feet of water for indoor use.

- (b) A single-family attached, townhome, or multifamily dwelling unit shall require the dedication of 0.29 acre-feet of water for indoor use.
- (c) The dedication requirements for zoning districts and land use types other than those listed above shall be determined by the Town on a case-by-case basis based on proposed uses.
- (d) Irrigation of dwelling unit lots consisting of less than or equal to 3,000 square feet that do not contain a non-potable system shall require the dedication of 0.17 acre-feet of water for outdoor use.
- (e) Spray irrigation for seed and sod shall require the dedication of 2.5 acre-feet of water per irrigated acre.
- (f) Drip irrigation shall require the dedication of 1.5 acre-feet of water per irrigated acre.
- (g) Xeriscape irrigation shall require the dedication of 1.0 acre-feet of water per irrigated acre.

**Sec. 13-117. Water and sewer demand analysis.**

- (1) The applicant shall include with any annexation petition, subdivision or development plan submittal or other land use request that involves an extension of water service, a written analysis sufficient to allow the Town to fully evaluate the probable water demand and consumption and the sewer service requirements for the subject property. The analysis shall include the entire property and shall specify the use of all land in the property. Water demands and consumption shall be estimated separately for each use category (e.g. single-family residential, multifamily residential, commercial, office, industrial, parks or others), and irrigation demands and consumptive use shall be set forth separately for each use category which is applicable to the property.
- (2) Subject to Town approval, the applicant may use historical water service(s) from similar projects based on their use and size for both consumptive and irrigation use in preparing the water and sewer demand analysis.
- (3) In lieu of the analysis described above, the Town may elect to provide its own water and sewer demand analysis if the Town has sufficient information and experience with other similar developments to adequately evaluate the probable water demands and consumption and the sewer service requirements for the property.

**Sec. 13-118. Dedication of water rights for park, open space or recreation uses.**

- (1) If land is dedicated to the Town for park, open space or recreation uses, the owner shall also dedicate water rights sufficient to irrigate said land, as provided in this Article.
- (2) Where the Town enters into an agreement to accept cash-in-lieu of in-kind land dedication for parks, open space or recreation uses, and the Town is unable to specifically determine the irrigation demand for the public project for which the cash is contributed, the amount of water rights dedication, or cash-in-lieu of water rights dedication, in the Town Council's discretion, required to meet the water dedication requirements shall be equal to the amount required to irrigate eighty percent (80%) of the land area which otherwise would have been required for in-kind land dedication by the Code or the Town.

**Sec. 13-119. Little Thompson Water District.**

If a property is served by the Little Thompson Water District or the Town determines that all or part of a property would be better served by the Little Thompson Water District, either temporarily or

permanently, and the Little Thompson Water District agrees to provide water service, Town Council may, in its discretion, permit such property to receive water service from the Little Thompson Water District upon such terms and conditions set forth in an agreement between the Town and the property owner.

**Sec. 13-120. Annexations.**

- (1) At the time of annexation, the annexor shall identify all water rights appurtenant to the property to be annexed and shall not, after the filing of the petition for annexation, transfer, assign or sell any such appurtenant water rights without the written consent of the Town.
- (2) Unless otherwise agreed by the Town, at the time of annexation, the annexor shall dedicate to the Town all water rights appurtenant to the property to be annexed. The Town may, in its discretion, permit the annexor to defer dedication of the water rights until a subsequent date, consistent with the provisions of this Article. The Town may also, in its discretion, permit the annexor to dedicate water rights that are not appurtenant to the property, in addition to or in lieu of, water rights that are appurtenant to the property.

**Sec. 13-121. Procedure.**

- (1) Unless otherwise agreed by the Town, no extension of water or sewer service, including any new or additional service, shall be furnished by the Town until adequate water in a sufficient amount to provide the services is dedicated to the Town and there has been full compliance with the provisions of this Article.
- (2) The Town shall evaluate any water rights offered to the Town for dedication. The Town shall determine whether said water rights are to be accepted based upon the following criteria: priority date, historical point of diversion, location of historical use, historical yield, historical consumptive use, the contribution to historical consumptive use of other water rights or sources of water supply, future use of the land historically irrigated, including future irrigation, considerations with respect to title, anticipated difficulties with transferring the water rights to appropriate points of diversion, places of storage and municipal uses, the Town's contractual obligations and arrangements, expected needs of the Town and of the Town's municipal water supply system, composition of the Town's water rights portfolio at the time of the proposed annexation and any other appropriate factors.
- (3) The Town reserves the right, in its discretion, to accept, reject or accept in part any water rights proposed for dedication to the Town. If the Town determines that the water rights proposed for dedication to the Town are unacceptable to the Town, or insufficient to comply with the dedication requirements, the Town may, in its discretion, determine whether the Town will accept cash-in-lieu of dedication to satisfy all or part of the dedication requirement.
- (4) Unless otherwise permitted by the Town based on extraordinary circumstances, no final plat or development plan for residential uses shall be approved by the Town unless sufficient water rights dedications and/or cash-in-lieu payments have been accepted by the Town to provide sufficient water supply for the demands projected for all proposed uses within the platted area. Non-residential subdivisions may be approved prior to full water rights dedication, however no building permits shall be issued prior to completing all necessary analysis, acceptance, and dedication of water rights as set forth in this Article to meet the water demands of said use.
- (5) A change in land use or expansion of an existing use may, in the Town's determination, require updated water demand information and the dedication of additional water, in accordance with this Article.

- (6) The Town reserves the right to review actual water usage at a point in time after water usage has been established to confirm the adequacy of the water demand projections and executed water and sewer service agreement, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage. If additional water rights are not dedicated in a timely manner, as required by the Town, the Town may, in its discretion, disconnect water service to the subject property. (Prior contractual water and sewer service agreement references to “Section 13-68(h)” of the Ordinance or the Code shall be deemed to mean and include this Subsection.)
- (7) All costs and expenses related to the dedication of water rights to the Town shall be borne by the person required to dedicate the water rights to the Town pursuant to this Article.
- (8) Any decision or recommendation made by the Town Manager or other Town agent or designee under any delegation of authority or responsibility contained in this Article or otherwise relating to water rights dedication shall be submitted to the Town Council for determination or ratification, as the case may be. No such decision or recommendation shall be of any force or effect until finally determined or ratified by the Town Council.
- (9) In the event the water rights offered to the Town for dedication provide raw water credits in excess of those required by this Article, the Town may, in its discretion, purchase the surplus water upon terms that are agreeable to the owner.
- (10) The Town shall not require that groundwater wells or their appurtenant water rights be offered to the Town for dedication or purchase, nor shall the Town provide any raw water credits for such structures or water rights.
- (11) All determinations provided for herein shall be made by the Town in the exercise of its reasonable judgment.
- (12) All dedications of water rights to the Town hereunder shall be effected by delivering to the Town sufficient warranty deeds, stock certificates with appropriate stock assignments, written approval of the transfer of allotment contracts or by other acceptable means, as is appropriate to the particular transaction. All title documents shall be subject to approval by the Town. No water rights dedication shall be considered completed until the Town has accepted sufficient documents transferring title to the Town.
- (13) The provisions contained in this Article shall apply retroactively to existing water dedications, water and sewer uses and water and sewer agreements. No person shall be entitled to assert that he or she is not required to comply with the provisions contained in this Article by the mere fact of recodified numbering.

**Sec. 13-122. Water court transfer fee.**

Water court transfer fees, calculated on a per SFE basis and based upon whether water has been decreed for municipal use, are hereby levied and assessed. Water court transfer fees shall be paid in the amount set forth by resolution of the Town Council in the Town Fee Schedule and, unless otherwise agreed by the Town, at the earlier of the time of approval of a final plat, execution of a water and sewer service agreement or the extension of water service.

**Sec. 13-123. Yield by water type and decree**

- (1) Based on the provisions of this Article, the Town shall evaluate any water rights offered to the Town for dedication. If the following water rights are accepted by the Town and are decreed for municipal use in the Town, the following raw water credits shall be provided:

| <b>Water Rights</b>                                | <b>Raw Water Credits (Acre Feet Yield)</b> |
|----------------------------------------------------|--------------------------------------------|
| Consolidated Home Supply Ditch & Reservoir Company | 16 SFEs per share (8 Acre Feet Yield)      |
| Colorado Big Thompson Project Units (CBT)          | 0.7 SFE per unit (0.35 Acre Feet Yield)    |

If the following water rights are accepted by the Town and are not decreed for municipal use in the Town, the following raw water credits shall be provided:

| <b>Water Rights</b>                                | <b>Raw Water Credits (Acre Feet Yield)</b> |
|----------------------------------------------------|--------------------------------------------|
| Consolidated Home Supply Ditch & Reservoir Company | 12.8 SFEs per share (6.4 Acre Feet Yield)  |
| Colorado Big Thompson Project Units (CBT)          | 0.7 SFE per unit (0.35 Acre Feet Yield)    |

- (2) For water rights acceptable to the Town for dedication that are not set forth in the table above, the Town, in its discretion, shall determine the raw water credit.

**Sec. 13-124. Lease back.**

If the owner of property to be annexed, subdivided or otherwise subsequently developed desires to retain land, or any portion thereof, in agricultural production or as open space prior to development, the owner may, pursuant to written agreement with the Town, lease back, on an annual basis and for irrigation, aesthetic and recreational purposes only, all or part of the water rights dedicated to the Town pursuant to this Article. Unless otherwise agreed by the Town, the terms of any such leases shall be at fair market value, as determined by the Town, and on such other terms and conditions as required by the Town. The owner shall pay, at a minimum, all assessments due and owing on the water. Said leases shall provide that, in the event any portion of the land for which the water is leased is platted during the term of the lease, the Town may cancel the lease, in whole or in part, to the extent a portion of the leased water is determined by the Town to be necessary for water service to the property so platted.

**Sec. 13-125. Return flows and augmentation, exchange, or reuse plans.**

The Town shall have dominion and control of all water supplied through its water system, subject to reasonable use thereof by its water users in compliance with applicable agreements, leases, licenses and the Code. Such dominion and control shall continue without interruption as to all wastewater, return flows, runoff, sewage, or tail water attributable to or originating in water supplied through Town-owned or controlled water rights or facilities. Except as otherwise agreed by the Town in writing, the Town shall have the exclusive right to recapture such return flows or claim credit therefrom for reuse, successive use, exchange, replacement, augmentation, substitute supply or any other lawful purposes, and the Town's dominion and control over water shall continue to attach to all such return flows, regardless of form, even after they return to the groundwater aquifers or the surface stream systems. All return flows from water supplied through Town-owned or controlled water rights or facilities remain the property of the Town.

**Sec. 13-126 – Town water bank.**

The Town Council may by resolution assign unallocated raw water from the Town's water stock to a Town water bank to be used, in the Town Council's discretion, for any reasonable and acceptable purpose within the Town and upon such terms and conditions as Town Council imposes.

**Secs. 13-127 – 13-129. - Reserved.**

## **ARTICLE V - Infrastructure Reimbursement**

Sec. 13-130. Water and sewer line reimbursements and regional storm water infrastructure; purpose.

Sec. 13-131. Conditions invoking eligibility for reimbursement.

Sec. 13-132. Time period for reimbursement.

Sec. 13-133. Computation of recoverable reimbursement; reimbursement agreement; interest.

Sec. 13-134. Payment by benefited properties.

Sec. 13-135. Upsizing or capacity upgrades by the Town.

Secs. 13-136.—13-150. - Reserved.

### **Sec. 13-130. Water and sewer line reimbursements and regional storm water infrastructure; purpose.**

It is the intention of the Town Council in providing a reimbursement procedure under this Article to provide an appropriate incentive for developers of private property to pay for the construction of water and sewer mains and regional stormwater facility infrastructure to connect such developer's property with existing utilities by providing a process whereby a developer may recoup a portion of the initial construction cost of such infrastructure from benefitted offsite properties. The Town Council also recognizes that it is necessary for a developer to timely apply to the Town for reimbursement and further that there shall be a limitation on the period of time, expressed in years, whereby a developer may recoup the cost.

### **Sec. 13-131. Conditions invoking eligibility for reimbursement.**

Developers who construct off-premises water or sewer mains or regional storm water improvements that benefit other properties may, in the Town's discretion, be entitled to reimbursement from persons desiring to connect to the off-premises mains or are in the drainage area of the storm water improvements if all of the following circumstances exist:

- (1) The developer constructs the off-premises water or sewer main or regional storm water improvements in accordance with Town specifications and requirements with prior approval by the Town;



- (2) The developer provides the Town with the final certified costs of the improvements and satisfactory evidence that all such costs, including engineering, construction and other costs in connection with the project, were paid in full;
- (3) The developer provides the Town with completed bid forms containing the description, estimated quantity and unit price for each item included in the project from at least three (3) qualified contractors, unless the Town otherwise agrees, with an indication of which contractor was awarded the project;
- (4) The developer provides the Town with a map of the improvements for which the developer is seeking reimbursement, including the following:
  - (a) The location of the improvements;
  - (b) The name of the owner of each property specially benefitted by the improvement; and
  - (c) The legal description of each property benefitted by the improvement;
- (5) The Town is notified of the completion of the construction within three months of the completion and is provided documentation evidencing the date of such completion.
- (6) Prior to completion of the construction, the developer provided notice of the opportunity to participate in the cost of the construction to all owners of benefitted offsite properties, or their predecessors in interest, against whom reimbursement may be assessed and provides proof of such notice to the Town;
- (7) The benefitted offsite property to be served by the improvements was owned at the time of construction by a person who did not participate in the cost of construction; and
- (8) The person against whom the reimbursement is to be assessed requests approval for water or sewer line extensions or services which connect to the off-premises water or sewer main either directly or indirectly or are in the drainage area of the regional storm water improvements during the time period in which the developer is eligible for reimbursement.

**Sec. 13-132. Time period for reimbursement.**

If the developer is eligible for reimbursement, the developer must obtain approval for such reimbursement from the Town Council. If approved, the developer shall be entitled to reimbursement for a ten-year period following completion of the construction. The ten-year period may be renewed, in Town Council's discretion, for a maximum of two additional five-year periods by action of the Town Council upon written request of the person who paid for such initial construction, or their successor in interest, if the request is made prior to the lapse of the initial ten-year or first five-year renewal period.

**Sec. 13-133. Computation of recoverable reimbursement; reimbursement agreement; interest.**

- (1) If all conditions are met, the Town shall proportionally allocate the eligible costs of the construction to the land area on a frontage, flow capacity, drainage area, acreage or other equitable basis. The developer seeking reimbursement shall submit a proposed formula for allocation of the costs to the Town. The allocation shall be calculated on a gross acreage if allocated on a drainage area basis, and shall include all rights-of-way, stormwater facilities, parks and other private land which may be dedicated to public purposes within each tract. For sewer, the allocations and reimbursement shall be limited to a total depth over diameter capacity of the sewer main at fifty 50%. In each case, the reimbursement will be computed by prorating the construction cost, without any additional charges other than interest, against the property served by the off-premises main.
- (2) The Town may, in its discretion, at the expense of the developer, retain a third party to confirm the reasonableness of the developer's costs of construction.

- (3) After analysis of the foregoing, the Town may set forth the reimbursement recoverable from each benefitted offsite property in the reimbursement agreement.
- (4) An interest component may be added to the amount that is subject to reimbursement, but shall apply to the first ten-year period only, and not to renewal periods. The interest shall be equal to that of ten-year U.S. treasury bills on the date of the completion of construction.

**Sec. 13-134. Payment by benefitted offsite properties.**

- (1) The reimbursement contemplated herein shall be paid by the owner or developer of benefitted offsite properties prior to the approval of plans for construction of additional extensions or when service taps are requested, whichever comes first.
- (2) The Town shall not be obligated or liable financially or otherwise for any portion of the reimbursement or for the failure of an owner or developer to pay the reimbursement.
- (3) If the Town collects the reimbursement on behalf of the developer, the Town shall retain an administrative service charge.

**Sec. 13-135. Upsizing or capacity upgrades by the Town.**

The Town may require a developer to construct utility infrastructure as part of the developer's planned improvements for which a reimbursement agreement may apply pursuant to this Article. The Town, in its discretion, may elect to participate in utility upsizing or capacity upgrades. If the Town participates, the Town shall be responsible for the difference in material costs only to upsize the applicable utility and the reimbursements available to the developer shall be limited to the original construction planned, not to the upsizing or capacity upgrade paid for by the Town.

**Secs. 13-136.—13-149. - Reserved.**

**ARTICLE VI - Water Conservation**

Sec. 13-150. General.

Sec. 13-151. Levels of drought condition.

Sec. 13-152. Water waste.

Sec. 13-153. Drought surcharge.

Sec. 13-154. Penalty for violation.

Sec. 13-155 – 13-169. Reserved.

**Sec. 13-150. General.**

The Town is considered a semi-arid climate receiving just over 13" of rain annually. It is with this focus that the Town encourages water wise applications to conserve valuable water resources.

**Sec. 13-151. Levels of drought condition.**

- (1) There shall be three (3) separate levels of drought conditions as detailed below. The Town Council's decision to determine a restriction level shall be based upon the following criteria:
  - (a) Water delivery limitations placed on the Town by its raw water providers;
  - (b) Snow pack and reservoir levels;
  - (c) Generally available water supplies;
  - (d) Peak water demand usage that may impact the Town's ability to provide adequate water supply and fire flows to the water distribution system; and
  - (e) Any other relevant factor that affects the Town's available water supply.
- (2) Level 1 shall be a normal year, with standard conservation practices in effect, and shall be in effect without further action by the Town Council. Under Level 1 conditions, the following provisions shall apply:
  - (a) It shall be unlawful for any consumer or other person, or for the owner of any property to cause, permit, suffer, or allow any person to irrigate, sprinkle, or otherwise apply water from the Town's water system to any outdoor vegetation, including, but not limited to, lawns and gardens, between the hours of 10:00 a.m. and 6:00 p.m. Watering may occur from midnight to 10:00 a.m. and then from 6:00 p.m. to midnight;
  - (b) There shall be no lawn watering from November 1 through April 15. Trees and shrubs during this time may be watered by hand on either a Saturday or Sunday; and
  - (c) The foregoing restrictions shall not apply to:
    - (i) Irrigation of land used for commercial agriculture;
    - (ii) Watering by hand of any outdoor vegetation using a manually operated hose equipped with an automatic shut-off valve;
    - (iii) Watering by hand of any community gardens using a manually operated hose equipped with an automatic shut-off valve;
    - (iv) Irrigation of short grass on Town-owned athletic fields or golf courses; or
    - (v) Irrigation of land using non-potable water sources that do not directly apply water from the treated municipal water utility system.
- (3) Level 2 shall be a moderate drought year limiting outdoor irrigation as hereinafter provided and shall become effective as provided by resolution adopted by the Town Council. Under Level 2 conditions, no person or property owner shall utilize water from Town's water system for the purpose of spray irrigation or hand-watering of lawns, gardens or other landscapes unless such usage complies with all of the following restrictions:
  - (a) Spray irrigation and hand-watering shall occur only on the homeowner's appropriate watering day and only between the hours of 6:00 p.m. and 10:00 a.m. On the homeowner's appropriate watering day, watering may thus occur from midnight to 10:00 a.m. and then from 6:00 p.m. to midnight;
  - (b) Spray irrigation and hand-watering shall occur only on the designated property watering days to be indicated as either an even- or odd-numbered address. The last digit of the address of the property owner shall determine the designated watering day. Even addresses may water on Sunday and Thursday. Odd addresses may water on Saturday and Wednesday;
  - (c) No person or property owner shall utilize water from the Town's water system for the purpose of washing sidewalks, driveways, patios or similar hardscapes;
  - (d) Vehicles may be washed only on a property owner's assigned watering days, but shall be washed with a bucket or a hose running with an automatic shut-off nozzle. If possible, persons are encouraged to park vehicles on their lawns while washing occurs, but such vehicles may be on the lawn only while they are being washed and shall be immediately

removed from the lawn upon completion. Commercial vehicle washing facilities are exempt from this regulation;

- (e) There shall be no lawn watering from October 15 through April 15. Trees and shrubs may be watered on either a Saturday or Sunday in accordance with the Level 2 irrigation schedule;
  - (f) Watering of newly planted grass shall only occur subject to a permit issued by the Town. The cost of the permit shall be the amount set forth by resolution of the Town Council in the Town Fee Schedule;
  - (g) Irrigation with well water may occur subject to the premises being clearly posted with a notice visible from the street indicating that irrigation is with well water;
  - (h) Only non-potable water may be used for construction purposes;
  - (i) The Town Manager, when warranted, may provide appropriate measures for watering large areas, such as open space and parks by schools and homeowners associations;
  - (j) In addition to the restrictions set forth herein, Town Council may by resolution impose time restrictions on the use of municipal water for irrigation purposes; and
  - (k) The foregoing restrictions shall not apply to:
    - i. Irrigation of land used for commercial agriculture; or
    - ii. Irrigation of land using non-potable water sources that do not directly apply water from the treated municipal water utility system.
- (4) Level 3 shall be severe drought conditions prohibiting lawn irrigation and shall become effective as provided by resolution adopted by the Town Council.

#### **Sec. 13-152. Water waste.**

- (1) No person or property owner shall cause, allow or permit any water waste.
- (2) Water waste is the intentional or negligent use of water which results in water being utilized in a wasteful or inefficient manner. Water waste includes, without limitation, the following:
  - (a) Water applied in any manner, rate or quantity such that runoff results from the landscaped area being watered and water runs onto public or private streets or into drainage or storm drainage facilities;
  - (b) Failure to repair or shut off any irrigation system that is malfunctioning within one hour; or
  - (c) Excessive use of water for any exempt activities set forth in this Article including, without limitation, vehicle washing.
- (3) For purposes of this Article, excessive means more than the minimum reasonably necessary to accomplish the task.

#### **Sec. 13-153. Drought surcharge.**

The Town Council may establish by resolution a temporary drought surcharge for excessive water usage. Funds received from the surcharge shall be used solely for leasing or acquisition of water rights, the cost of enforcement of water restrictions and water department operation and maintenance. This shall be a temporary surcharge and may last no longer than a single irrigation season. These charges shall be in addition to the charges imposed for water usage as otherwise provided in this Chapter.

#### **Sec. 13-154. Penalty for violation.**

Prior to the issuance of a summons and complaint, any person alleged to have violated any provision of this Article shall first have received one written warning from the Town. Thereafter, any person alleged to have violated any of the provisions of this Article may be served a summons and complaint and be subject to the penalties set forth in Article IV of Chapter 1 of the Code.

**Secs. 13-155 to 13-169 Reserved.**

## **ARTICLE VII - Storm Water Utility**

Sec. 13-170. Storm Water Utility Enterprise.

Sec. 13-171. Definitions.

Sec. 13-172. Storm water management plan.

Sec. 13-173. Storm water fees.

Sec. 13-174. Certain properties exempt from fees.

Sec. 13-175. - Administrative review; appeals process.

Sec. 13-176. Storm water facilities required for subdivisions.

Sec. 13-177. Title granted to Town and responsibility for accepted facilities.

Sec. 13-178. Town to maintain storm water facilities; exception.

Sec. 13-179. Disclaimer.

Secs. 13-180. - 13-199. - Reserved.

### **Sec. 13-170. Storm Water Utility Enterprise.**

- (1) The Town Council recognizes the establishment of the Town's Storm Water Utility Enterprise and confirms the operation of the Storm Water Utility Enterprise as an "Enterprise" within the meaning of Section 20 of Article X of the State Constitution.
- (2) The Town Council recognizes that the creation and establishment of the Town's Storm Water Utility serves the purpose of providing storm water facilities for drainage and control of flood and surface waters within the Town, including areas to be subdivided and developed, and is necessary in order that storm and surface waters may be properly drained, treated and controlled to protect the health, safety and welfare of the Town and its inhabitants.
- (3) The Town Council designates itself as the governing body of the Storm Water Utility and shall exercise the Town's legal authority relating to the Storm Water Utility Enterprise, but shall not levy a tax.
- (4) The Town Council directs that funds of the Storm Water Utility Enterprise and funds of the Town may be commingled for purposes of investment so long as accurate records are kept of the amount of such funds allocable to the Enterprise and to the Town.

- (5) The Town Council ratifies, approves and confirms all action not inconsistent with the provisions of this Section heretofore taken by Town Council or by the officers and employees of the Town directed toward the operation of the Storm Water Utility Enterprise as an “Enterprise” under Section 20 of Article X of the State Constitution.

**Sec. 13-171. Definitions.**

*Best Management Practices (BMPs)* means methods that have been determined to be the most effective, practical means of preventing or reducing pollution from storm water runoff. These include schedules of activities, prohibitions of practices, maintenance procedures and other management practices. BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or water disposal or drainage from raw material storage.

*Detention* means the collection and temporary storage of storm water in such a manner as to provide treatment through physical, chemical or biological processes, with subsequent gradual release of the storm water.

*Developed land* means land on which any part of its surface has been modified by the works of humans in such a way that the land’s natural ability to absorb and hold precipitation has been reduced.

*Drainage basin* means the watershed area contributing storm water to the storm water system.

*Equivalent residential unit (ERU)* means the average impervious area of a residential lot.

*Impervious surface* means a surface that has been compacted or covered so that it is highly resistant to infiltration by water.

*Retention* means the prevention of, or to prevent the discharge of, a given volume of storm water runoff into surface waters by permanent storage.

*Storm water* means the flow of surface water that results from and occurs following a precipitation event or irrigation return flow.

*Storm water management* means all activities related to the administration, planning, master planning, financing, construction, operation and maintenance of the storm water system.

*Storm Water Management Plan* or *Plan* means a plan for receiving, handling and transporting storm water within the Town storm water system.

*Storm Water Utility* shall be operated as an enterprise following the accepted principles and procedures established by the Governmental Accounting Standards Board as a publicly held “Enterprise Fund.”

*Storm water system* means all natural and manmade elements, facilities, structures, equipment and land that are used for or incidental to the conveyance, control, treatment or disposition of storm water.

*Storm water system development charges* or *storm water development charges* means charges that are a one-time payment that fund the expansion of public facilities needed to accommodate new

development. The intent is for new development to pay for its proportional share of the capital costs for additional infrastructure capacity.

*Surface waters* means water naturally open to the atmosphere (rivers, lakes, reservoirs, ponds, streams, impoundments, seas, etc.) and all springs, wells or other collectors directly influenced by surface water.

#### **Sec. 13-172. Storm water management plan.**

The Town Manager, or his or her designees, shall develop a Storm Water Management Plan for the Town based on sound engineering studies that indicate the location of all facilities in the Town, including those facilities that currently exist and those determined to be needed and that are intended to be constructed in the future. The Town Council may adopt the Plan by resolution. All substantial modifications or amendments shall also be made by resolution of the Town Council. The Plan shall guide the Storm Water Utility in the construction, operation and maintenance of the storm water system. The Town shall, in all ways and within the limits of its powers, solicit adjacent municipalities and counties to cooperate in providing storm water facilities in drainage basins, or parts thereof, extending outside the Town limits and in general to carry out the Plan. Maps showing all drainage basins and proposed facilities may be furnished to the Larimer and Weld County Commissioners for their use in this matter as such maps are requested and become available and updated.

#### **Sec. 13-173. Storm water fees.**

- (1) Revenues. The Storm Water Utility must receive sufficient revenue to ensure proper operation and maintenance, development and perpetuation of the system and maintenance of the utility's financial integrity. Operation and maintenance expenses include the annual cost of salaries and wages, employee fringe benefits, power, other purchased utilities, repair materials and supplies, smaller items of equipment that do not extend the useful life of major facilities and general overhead. These costs represent the normal everyday costs of operation that should be covered by monthly service charges. Major capital improvements are typically funded through either debt financing cash reserves from storm water management utility fees or system development charges.
- (2) System development charges. As each parcel of land is developed or redeveloped and approved as to final plat, each gross acre of such filing shall be assessed a system development charge in the amount set forth by resolution of the Town Council in the Town Fee Schedule. These charges fund the expansion of public facilities needed to accommodate new growth.
- (3) Storm water management utility fee. There is hereby imposed on every property within the Town and upon the owners thereof a storm water management fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. Each single-family residential lot shall be equivalent to one (1) ERU. A schedule of ERUs applicable properties other than single-family residential properties shall be set by resolution of the Town Council in the Town Fee Schedule. This fee is to pay for the operation, maintenance and minor capital expenses associated with replacement and improvement of the Town storm water facilities and of such future storm water facilities as may be required and to pay for the design, right-of-way acquisition and construction or reconstruction of storm water facilities to the extent that such costs have been determined to be the responsibility of developed properties. The proceeds of this fee are deemed to be in payment

for use of the Town's storm water system by the real property on which the fee is imposed and by the owners thereof.

**Sec. 13-174. Certain properties exempt from fees.**

The following land uses are exempt from storm water management utility fees:

- (1) Public park land;
- (2) Public or private ponds, lakes, reservoirs, rivers, creeks, natural water courses, wetlands or irrigation ditch/canal rights-of-way;
- (3) Public streets, highways, rights-of-way and alleys;
- (4) Railroad rights-of-way except railroad property not utilized for railroad purposes;
- (5) Cemeteries; and
- (6) Lands actively used for agriculture and larger than two (2) acres in size.

**Sec. 13-175. - Administrative review; appeals process.**

- (1) Petition. A person who disputes the amount of a storm water management utility fee may petition for a hearing. The petition shall be in writing, filed with the Town Clerk and contain facts in support of the position alleged therein. The petition shall be submitted under oath in writing or orally at the duly scheduled hearing. A person may only file one petition in connection with a particular dispute, except upon a showing of changed circumstances sufficient to justify the filing of an additional petition.
- (2) Hearing. The Town Manager may hold a hearing on the petition or may designate another person as a hearing officer with authority to hold such hearing. The hearing shall be held within a reasonable time after the filing of a petition at the Town Hall or other place as designated by the hearing officer, and notice thereof and the proceedings shall otherwise be in accordance with the rules and regulations issued by the Town. The petitioner shall have the burden of proof.
- (3) Final order. Within fourteen (14) days of a hearing, the hearing officer shall make written findings of fact and conclusions based upon all relevant information contained in the petition and presented at the hearing. The hearing officer's determination shall be considered a final order, which may, within ten (10) days of its issuance, be appealed to the Town Council.
- (4) Appeal of the final order. An appeal to the Town Council shall be in writing and filed with the Town Clerk, setting forth the specific errors and omissions of the hearing officer in such hearing officer's final order. At the time of filing, the appellant must pay the docket fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. Written notice of the hearing shall be given to all parties concerned at least (5) days prior to the hearing. The appellant shall have burden of proof on an appeal. The Town Council shall make its final determination and affirm, modify or reverse the final order.
- (5) Service. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this Article. Service may also be accomplished by electronic mail on the condition that the recipient acknowledges receipt of the electronic mail.

**Sec. 13-176. Storm water facilities required for subdivisions.**

Prior to the final approval of the plat of any subdivision or planned unit development ("PUD") plan, the owner of the property being subdivided shall, at such owner's cost, prepare detailed plans and specifications for the construction and installation of all storm water facilities and BMPs required for such subdivision, including the facilities required to convey storm water to existing drains, detention ponds or



other existing discharge points, all in conformity with the Plan adopted by the Town. The Town shall review such plans and specifications and, after the Town's acceptance of the same, the plat of the subdivision or PUD plan may be approved with respect the storm water facilities, subject to the Town being furnished with acceptable assurance that such facilities will be constructed and installed as indicated and approved.

**Sec. 13-177. Title granted to Town and responsibility for accepted facilities.**

Title granted to the Town for storm water structures and facilities, including but not limited to detention ponds, inlet and outlet structures and ditches, shall be by warranty deed and unencumbered fee simple title. All storm water facilities constructed, installed or provided hereunder shall, upon acceptance of the same by the Town, become the property of the Town, and the Town thereafter shall be responsible for the operation and maintenance of the same. The Town shall have exclusive authority in determining what facilities to accept, own, operate and maintain.

**Sec. 13-178. Town to maintain storm water facilities; exception.**

The Town shall maintain all public storm water facilities accepted by the Town located within the Town-owned land, Town rights-of-way and public easements, and may maintain additional dedicated public storm water facilities located within or adjacent to the Town. Such public facilities include, but are not limited to, open drainage ways and piped storm waters constructed expressly for use by the general public and as a part of the Town storm water facilities, bridges, roadside storm water ditches and gutters, flood control facilities, including detention and retention basins, dikes, overflow channels, pump stations and other improvements that have been designed and constructed expressly for use by the general public. Such public storm water facilities do not include facilities not accepted by the Town for maintenance.

**Sec. 13-179. Disclaimer.**

Floods or drainage problems associated with storm water runoff may occasionally occur which exceed the capacity of storm sewer facilities constructed and maintained pursuant to this Article. This Article does not imply, and the Town expressly disclaims, that property liable for the charges established herein will always be free from storm water flooding or flood drainage. This Article does not purport to reduce the need or the necessity for the owner obtaining flood insurance. The establishment of a Storm Water Management Utility, its functions, maintenance of storm water drainage structures and facilities and the activities of the Storm Water Management Utility and/or its agents does not create liability of any nature or kind on the part of the Town for damages caused by storm water except as provided, if at all, by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.

**Secs. 13-180.—13-199. - Reserved.**

**ARTICLE VIII - Cross-Connection Control Program**

Sec. 13-200. Purpose.

Sec. 13-201. Authority.

Sec. 13-202. Responsibility.

Sec. 13-203. Administration.

Sec. 13-204. General requirements.

Sec. 13-205. Standards for backflow prevention assemblies.

Sec. 13-206. Installations

Sec. 13-207. Testing and maintenance.

Sec. 13-208. Right of entry.

Sec. 13-209. Violations.

Sec. 13-210 – 220. Reserved.

#### **Sec. 13-200. Purpose.**

The purpose of this Article is to:

- (1) Protect the Town's public potable water supply from the possibility of contamination or pollution by isolating within the Town's customers' internal distribution system such contaminants or pollutants which could backflow or back-siphon into the public water system;
- (2) Promote the elimination or control of existing cross-connections, actual or potential, between the Town's customers' on-site potable water systems and non-potable systems
- (3) Provide for the maintenance of a continuing program of cross-connection control that will effectively prevent the contamination or pollution of potable water systems by cross-connection; and
- (4) Provide that backflow prevention devices within structures, building and appurtenant plumbing will be regulated by the Town's plumbing code, as adopted and in effect from time to time, and in accordance with this Article.

#### **Sec. 13-201. Authority.**

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

#### **Sec. 13-202. Responsibility.**

The Town, or such person's designee, shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back-siphonage of contaminants or pollutants through the water service connection. If the Town determines that an approved backflow device is required at the Town's water service connection to any customer's premises, the Town shall give written notice to said customer to install an approved backflow

prevention device at each service connection to such customer's premises. The customer shall install the approved device or devices at the customer's own expense within ninety (90) days of the receipt of the notice or the customer's water service may, in the Town's discretion, be discontinued until the proper device or devices are installed.

**Sec. 13-203. Administration.**

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

**Sec. 13-204. General requirements.**

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

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

### **Sec. 13-205. Standards for backflow prevention assemblies.**

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

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

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

### **Sec. 13-206. Installations.**

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

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

### **Sec. 13-207. Testing and maintenance.**

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

- (1) Identified hazardous cross connections (containment protection): The property owner and the customer at any premises where backflow prevention assemblies are installed shall obtain a certified test of the assemblies at least once per year. Such duty shall be a joint and several obligation of the property owner and the customer. If the Town deems the hazard to be great enough, the Town may, require certified inspections and testing at more frequent intervals. The certified tests shall be at the expense of the property owner and the customer and shall be performed by a certified technician approved by the Colorado Department of Public Health and Environment and the department of public works. In addition, an inspection of the assembly may be performed at any time pursuant to the right-of-entry procedures contained in this Article.
- (2) As necessary, the backflow prevention assembly shall be repaired or replaced at the expense of the property owner and the customer whenever the assembly is found to be defective. Records of all such tests, repairs or replacements shall be kept for three years by the property owner and the customer and the department of public works.
- (3) Existing backflow prevention assemblies shall be tagged by the technician performing the test at the completion of the test, showing the names of the technician and date of test.
- (4) All testing equipment used in the testing of backflow prevention assemblies shall be checked for accuracy yearly, or more often, and the proof of compliance shall be submitted to the department of public works upon request.
- (5) The department of public works retains the right to test or otherwise check the installation and operation of any containment assembly at any time to assure proper operation.

#### **Sec. 13-208. Right of entry.**

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

#### **Sec. 13-209. Violations.**

- (1) Failure of a property owner or customer to cooperate in the installation, maintenance, testing or inspection of backflow prevention assemblies as required by this Article shall be grounds for the discontinuance of water service to the premises or the requirement of installation of an air-gap separation from the public potable water system.
- (2) The Town may discontinue water service to any premises within the Town if unprotected cross-connections exist on the premises. When a defect is found in an installed backflow prevention assembly, or if a backflow prevention assembly has been removed or bypassed, the Town may discontinue water service until such conditions or defects are corrected.
- (3) In the Town's judgment and discretion, the discontinuance of service may be summary, immediate and without written notice when such action is necessary to protect the purity of the public potable water supply, the safety of the water system or the health, safety and welfare of members of the public.

- (4) It shall be unlawful for any person to violate any provision of this Article. In addition to the discontinuance of water service or other action taken by the Town, a person who violates the provisions of this Article shall be subject to the penalties set forth in Article IV of Chapter 1 of the Code. The Municipal Court is further authorized to enter orders for injunctive relief to require compliance with this Article.

**Sec. 13-210 – 13-220. Reserved.**

**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 on January 1, 2021. 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 \_\_\_\_\_, 2020.

**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 \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

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



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** December 7, 2020

**SUBJECT:** **Public Hearing – First Reading** Ordinance No. 2020-190; An Ordinance Amending Article II Of Chapter 13 of The Johnstown Municipal Code to Add Section 13-55 Establishing A Special Fee Concerning Regional Sanitary Sewer Improvements to Be Paid by Benefitted Properties in the Area Generally Located Near And Adjacent to State Highway 60 and Remitted to the Sanitary Sewer Utility Enterprise

**ACTION PROPOSED:** Consider Approval of Ordinance No. 2020-190

**ATTACHMENTS:** 1. Ordinance 2020-190

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

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### AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance No. 2020-190 which will establish the Regional Sewer Fee to be applied within the Highway 60 sanitary sewershed basins.

For years, Staff and developers have known the fact that the collection system was at or near capacity and that new sewer services could not be reasonably accommodated, until significant improvements were made to the sanitary sewer collection infrastructure. This information was also acknowledged and recognized in the 2011 Wastewater Master Plan developed and analyzed by The Engineering Company (TEC). As a result, the Town couldn't make commitments to provide sewer service and the only way this would change is if a developer were willing to make millions of dollars in regional improvements and provided with a reimbursement agreement by the Town funded through future development connections into the improved system. With a developer having no short-term guarantee on the payback, development within the Highway 60 corridor has been stifled, issuing a minimal amount of permits compared to other communities in the region and when compared to the other receiving wastewater treatment plants in our own community.

In February 2019, the Staff presented the current condition to the Town Council, educating them on the deficiency in the collection system and the need to address capacity issues in the existing system to facilitate development. Staff was directed by Council to evaluate the condition and propose alternatives.

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Town Staff along with the Town's Consulting Engineer represented by IMEG embarked on a system-wide evaluation of the sanitary system in place. The evaluation included an assessment of current development in place, verification of the line sizes collecting the current wastewater flows, and determination of the remaining available capacity in the existing lift stations and existing sewer interceptors for additional development.

In July 2019, Town Staff presented these findings to the Council. The results of the analysis performed by our consulting engineers verified that extremely limited capacity remained in our collection system before major upgrades to the system would be necessary along the Highway 60 sanitary sewer corridors. Options were provided to Council for consideration to facilitate new development, including a proposal that the Town initiate the expansion of the sanitary sewer collection infrastructure and require reimbursement at the time of building permit to help recover those attributable costs, generally borne by the developer. Council supported this alternative above the others and Staff has been working on the project with the design engineer for about the past 15 months. Design of the Phase I is near completion and construction will commence early next year, with completion of the multi-phase project expected in June 2023. The system expansion is being designed with the focus of these interceptors collecting future sanitary sewer to meet the development for at least the next 40 years.

The projects cost estimate at this time is \$70MM, with a 30 year payback that would include principal and interest. The regional sewer fee proposed in this ordinance will serve as this reimbursement mechanism; to be used to retire any debt services issued or loaned as part of the project and not at the current taxpayers' expense.

Based on the ordinance proposed the evening the application of this fee would be to all new development where the wastewater flows are received by the Central Wastewater Treatment Plant except:

- (a) Alterations or expansion of existing buildings where no additional dwelling units are created or square footage added;
- (b) The construction of accessory buildings or structures that do not add dwelling units or square footage to the principal building or use of the land;
- (c) The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same square footage; or
- (d) Additional residential dwelling units in existing established subdivisions or on property subject to approved final plats wherein the Town committed to provide water and sewer service pursuant to a water and sewer service agreement executed prior to January 1, 2021.

Additionally, the fees have been focused on ensuring the Town's ability to recover its costs and to pay any debt or loans issued as mentioned above. The fees proposed are included in the Town Fee Schedule 2020-38. Those fees are as shown below and do provide some benefit to higher density, while also considering the fact that their daily wastewater flows may be less than the traditional single family detached home. The proposed fees are:



Sec. 13-55. Regional Sewer Fee.

Sewer Regional Improvement Fee:

|                                            |            |
|--------------------------------------------|------------|
| Per Single Family Equivalent               | \$9,500.00 |
| Duplex and Triplex (per unit)              | \$7,500.00 |
| Town Homes <12 units/acre (per unit)       | \$6,500.00 |
| Town Homes >12 units/acre (per unit)       | \$6,000.00 |
| Multi-Family (per unit)                    | \$5,000.00 |
| Commercial, Industrial and Other (per SFE) | \$9,500.00 |

Town Staff is recommending approval of this ordinance to ensure development can proceed along the Highway 60 corridor and the Town is able to recover its cost.

**LEGAL ADVICE:**

The ordinance presented was drafted by the Town Attorney.

**FINANCIAL ADVICE:**

This Regional Sewer Fee will allow the Town to expand its waste water collection infrastructure without direct expenses paid for by the existing residents, but rather the new development that creates the need and causes the impact.

**RECOMMENDED ACTION:**

Approve Ordinance 2020-190 as presented on first reading.

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**SUGGESTED MOTIONS:**

**For Approval**

I move to approve Ordinance No. 2020-190 as presented upon first reading.

**For Denial**

I move to deny Ordinance No. 2020-190 as presented upon first reading.

***Reviewed and Approved for Presentation,***

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Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
ORDINANCE NO. 2020-190**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 13 OF THE JOHNSTOWN MUNICIPAL CODE TO ADD SECTION 13-55 ESTABLISHING A SPECIAL FEE CONCERNING REGIONAL SANITARY SEWER IMPROVEMENTS TO BE PAID BY BENEFITTED PROPERTIES IN THE SEWER SHED BASIN SERVED BY THE CENTRAL WASTEWATER TREATMENT PLANT AND REMITTED TO THE SANITARY SEWER UTILITY ENTERPRISE**

**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 established the Sanitary Sewer Utility Enterprise (“Enterprise”), and is the governing body of the Enterprise with the authority to act for and on behalf of the Enterprise; and

**WHEREAS**, the Town is aware that the potential for growth and development in and around the area generally located east of U.S. Interstate 25 (“I-25”) and in relative close proximity to State Highway 60, as shown on Exhibit A attached hereto and incorporated herein by reference (“Region”), is significant; and

**WHEREAS**, the Town is further aware that, while the opportunity exists, growth and development cannot occur due to constraints in the capacity of the Town’s sanitary sewer system and limitations in the existing sanitary sewer interceptor lines to carry wastewater flows to the Town’s Central Wastewater Treatment Plant (“Central WWTP”); and

**WHEREAS**, in 2019, IMEG Corporation, a Delaware corporation (“IMEG”), conducted a system-wide study and evaluation of the Region’s sanitary sewer system, which included an assessment of development and a calculation of the remaining available capacity in the existing lift stations and sanitary sewer interceptor lines, and concluded that, despite the potential for many thousands of new residential dwelling units, the Town could only issue approximately five hundred (500) to seven hundred (700) additional residential building permits in the Region until major upgrades to the sanitary sewer system are undertaken and that, without the upgrades, a moratorium would need to be considered upon the delivery of wastewater flows delivered to the Central WWTP (“Study”); and

**WHEREAS**, as a part of the Study, IMEG analyzed the best location to install the necessary infrastructure in the Region to expand the sanitary sewer system and deliver additional wastewater flows to the Central WWTP and concluded that, as subsequently amended, three new sanitary sewer interceptor lines should be installed and a new lift station should be constructed to serve the Region, including: (i) a sanitary sewer interceptor line from the Johnstown Farms development to the Central WWTP; (ii) a sanitary sewer interceptor line generally located at I-25 to the Central WWTP north of State Highway 60; (iii) a sanitary sewer interceptor line generally located from I-25 along State Highway 60 connecting to

the Johnstown Farms lift station; and (iv) a new lift station at Johnstown Farms with an additional force main to accommodate a larger design flow (collectively, the “Improvements”); and

**WHEREAS**, a depiction of the proposed location of the Improvements is set forth on Exhibit A; and

**WHEREAS**, based upon two estimates, one from IMEG and one from a contractor retained by IMEG, the Town anticipates that the total cost to design, construct and install the Improvements is approximately \$70,000,000; and

**WHEREAS**, while the Town has historically required developers to install infrastructure to accommodate development, the Town Council recognizes that the Improvements are extensive and require the expenditure of significant funds that may not reasonably be imposed upon any single developer; and

**WHEREAS**, to foster growth and development, the Town Council desires that the Town, acting on behalf of the Enterprise, install the Improvements using a variety of funding mechanisms, and recover the capital improvement costs from the imposition of a special fee, to be known as the “Regional Sewer Fee,” paid by property owners or developers in the Region who will economically benefit from the Improvements by the ability to connect to the sanitary sewer interceptor lines and/or discharge wastewater flows to the Central WWTP and thus develop their properties; and

**WHEREAS**, the Town is a home rule municipality that, under Article XX, Section 6 of the Colorado Constitution, has the authority to enact fees to recover the cost of providing infrastructure to properties within its jurisdiction; and

**WHEREAS**, the Town Council, as the governing body of the Enterprise, has authority to adopt a special fee for and on behalf of the Enterprise to fund the capital costs related to infrastructure improvements incurred to further the goals and purposes of the Enterprise; and

**WHEREAS**, the Colorado Supreme Court has affirmed this or similar authority in several separate decisions, including *Loup-Miller Const. Co. v. City and County of Denver*, 676 P.2d 1170 (Colo. 1984), *Bloom v. City of Fort Collins*, 784 P.2d 304 (Colo. 1989), and *E-470 Public Highway Authority v. The 455 Company*, 3 P.3d 18 (Colo. 2000); and

**WHEREAS**, to fairly apportion the cost to be recovered from and among the benefitted properties in the Region, IMEG determined that the special fee should be based on the industry standard measurement for the generation of wastewater, providing that each single family equivalent (“SFE”) generates approximately two-hundred twenty (220) gallons per day of wastewater, and recommended that the special fee be imposed on a per SFE basis; and

**WHEREAS**, the utilization of an SFE basis for the special fee allows the application to be scalable for non-residential development, including commercial and industrial uses, which would have SFE values assigned based upon a sewer projection analysis; and

**WHEREAS**, based on the geographic layout of the Region and market conditions and projections, the Town reasonably anticipates the construction of approximately two hundred and fifty (250) residential dwelling units or other types of construction totaling approximately two hundred fifty

single family equivalents (250 SFEs) annually in the Region, and a total of approximately fifteen thousand five hundred (15,500) SFEs in the Region; and

**WHEREAS**, a depiction of the anticipated SFEs in the Region is set forth on Exhibit A; and

**WHEREAS**, after an analysis of the funding options available to the Enterprise, including, among other potential options, an interfund loan from the General Fund and to the Sanitary Sewer Enterprise Fund in the approximate amount of \$9,500,000 and the issuance of a revenue bond in the approximate amount of \$55,000,000, payable over a thirty (30) year term, the revenue available to Enterprise and the cost of debt to fund the Improvements, the Town Manager and the Town's Finance Director concluded that, to fund the Improvements, the special fee should equate to \$9,500 per SFE;

**WHEREAS**, based on the foregoing, for the purpose of providing sanitary sewer services to the Region and defray the cost of the Improvements, the Town Council desires to impose a Regional Sewer Fee upon benefitted properties in the Region in the amount of \$9,500 per SFE and desires that the Town collect the Regional Sewer Fee at the time of issuance of each building permit; and

**WHEREAS**, alternatively, rather than collect the Regional Sewer Fee one at a time upon issuance of each building permit, the Town Council recognizes that having an influx of funds may ultimately reduce the cost to fund the Improvements and thus desires to provide discretion to permit a reduction in the amount of the Regional Sewer Fee when a property owner or developer of a large subdivision in the Region prepays all, or a significant portion, of the Regional Sewer Fees due and owning for each dwelling unit or other type of development in the subdivision; and

**WHEREAS**, the Town Council directs that revenues recognized from the Regional Sewer Fee be remitted to the Enterprise and deposited in the Sanitary Sewer Enterprise Fund and be used solely for the cost of the Improvements and not for the operation and maintenance of the Town's sanitary sewer system or for any other purpose; and

**WHEREAS**, the Town Council hereby finds, determines and declares that the Regional Sewer Fee is reasonably related to the expenses incurred by the Enterprise in carrying out its legitimate goal of providing wastewater treatment services to the Region; and

**WHEREAS**, the Town Council hereby further finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property, that this Ordinance is necessary for the protection of public convenience and welfare and that this Ordinance is in the best interests of the citizens of the Town.

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

**Section 1.** Section 13-55. Article II of Chapter 13 of the Johnstown Municipal Code shall be amended to add Section 13-55, which shall read in full as follows:

**Sec. 13-55 – Regional Sewer Fee**

- (1) Purpose. To foster growth and development in and around the area generally located along, near and in relative close proximity to State Highway 60 and expand the ability to deliver wastewater flows to the Central Wastewater Treatment Plant, the Town, acting on behalf of the Sanitary Sewer Utility Enterprise, desires to undertake the design, construction and installation of significant regional sanitary sewer infrastructure improvements that will benefit property owners in the geographic area and recover the cost of such improvements from benefitted property owners.

(2) Definitions.

For purposes of this Section, the following definitions apply:

*Benefitted Property* means a parcel of land, of whatever size and whatever designation, that is subject to a building permit in the Region.

*Building permit* means a building permit issued in accordance with the Code before building or construction activity may be initiated on a Benefitted Property.

*Central Wastewater Treatment Plant* or *Central WWTP* means the wastewater treatment plant located east of the Town along State Highway 60, as may be subsequently replaced, expanded, upgraded or renamed.

*Improvements* means the infrastructure designed, constructed and installed in the Region to expand the sanitary sewer system and deliver additional wastewater to the Central WWTP and includes, without limitation: (i) a sanitary sewer interceptor line from the Johnstown Farms development to the Central WWTP; (ii) a sanitary sewer interceptor line generally located at I-25 to the Central WWTP north of State Highway 60; and (iii) a sanitary sewer interceptor line generally located from I-25 along State Highway 60 to a newly constructed lift station at Johnstown Farms.

*Property owner(s)* means the current and future owner or developer of Benefitted Property in the Region.

*Region* means the sewer shed basin wherein wastewater is treated at the Central WWTP and includes property generally located in the southern portion of the Town along, near and in relative close proximity to State Highway 60. The Region is depicted on Appendix A to this Article, which may be amended from time to time by resolution of the Town Council.

*Regional Sewer Fee* means the special fee imposed upon property owners in the Region to reimburse the Town for cost of designing, constructing and installing the Improvements.

*SFE* means “single family equivalent” and is a number related to the volume of wastewater generated by an average dwelling unit housing not more than three and one-half persons. The SFE unit value assigned to an average single-family detached dwelling unit is generally one. In the Town’s discretion, the SFE unit value assigned to any particular dwelling unit may be greater than, equal to or less than one. The SFE unit value assigned to non-residential uses shall be based

on the Town's estimated volume of wastewater generated by such uses as compared to the generation of wastewater by an average single-family detached dwelling unit.

(3) Establishment and payment of special fee.

- (a) There is hereby established a special fee known as the Regional Sewer Fee.
- (b) The Regional Sewer Fee shall be levied and assessed in the amount of \$9,500 per SFE and shall be due and payable as provided by resolution of the Town Council in the Town Fee Schedule.
- (c) The Regional Sewer Fee shall be paid by property owners in the Region at the time of issuance a building permit.

(4) Prepayment of fee. To incentive prepayment and reduce the cost of financing the Improvements, in lieu of the payment of the Regional Sewer Fee at the time of issuance of a building permit, upon request of the property owner or developer, the Town Council may reduce the Regional Sewer Fee when the owner or developer of a large subdivision prepays all or a significant portion of the Regional Sewer Fees due and owing for each dwelling unit or other type of development in the subdivision.

(5) Exemption from payment of fee. If a request is made upon application for a building permit, property owners shall not be required to pay the Regional Sewer Fee for the following building permits:

- (a) Alterations or expansion of existing buildings where no additional dwelling units are created or square footage added;
- (b) The construction of accessory buildings or structures that do not add dwelling units or square footage to the principal building or use of the land;
- (c) The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same square footage; or
- (d) Additional residential dwelling units in existing established subdivisions or on property subject to approved final plats wherein the Town committed to provide water and sewer service pursuant to a water and sewer service agreement executed prior to January 1, 2021.

(6) Use of funds; accounting. The revenues recognized from the Regional Sewer Fee shall be remitted to the Sanitary Sewer Utility Enterprise and deposited in the Sanitary Sewer Enterprise Fund. The funds shall be used solely for the cost of the Improvements and shall not be used for the operation and maintenance of the sanitary sewer system or for any other purpose. The Town, acting on behalf of the Enterprise, shall keep an accurate accounting of the cost of the Improvements and the revenues collected from the Regional Sewer Fee.

(7) Fee not an impact fee or development charge. The Town Council does not intend that the Regional Sewer Fee be construed as an impact fee or development charge within the meaning of Section 29-20-104.5, C.R.S., as amended, but that the Regional Sewer Fee be a special fee within

the home rule authority of the Town. To the extent that the provisions of Section 29-20-104.5, C.R.S., as amended, conflict with the provisions of this section, the section shall control.

**Section 2. 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 3. 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 on January 1, 2021. 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 \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Diana Seele, Town Clerk Gary Lebsack, Mayor

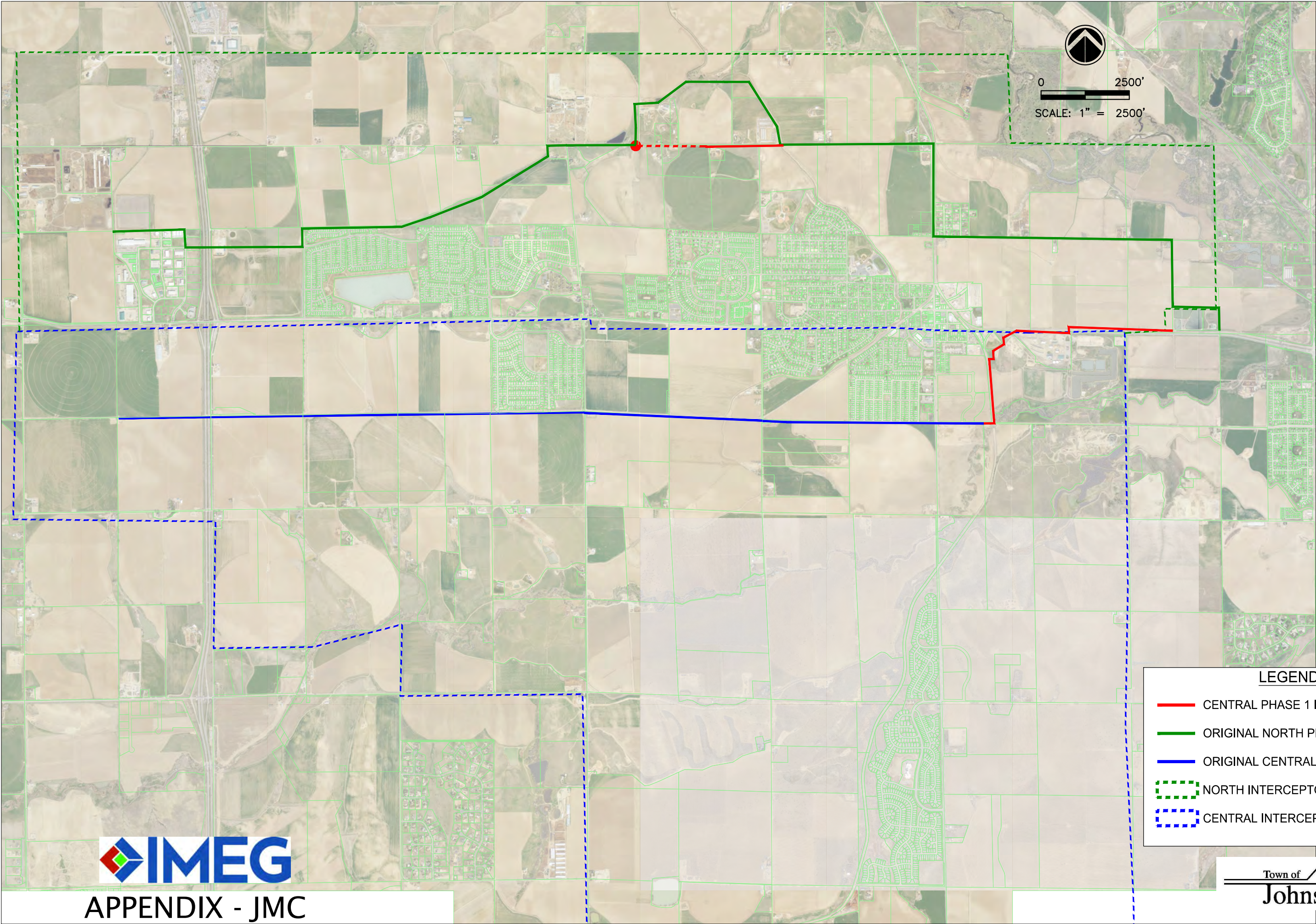
**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Diana Seele, Town Clerk Gary Lebsack, Mayor





**LEGEND:**

- CENTRAL PHASE 1 INTERCEPTOR
- ORIGINAL NORTH PHASE 1 & 2
- ORIGINAL CENTRAL PHASE 2 & 3
- NORTH INTERCEPTOR SEWERSHED
- CENTRAL INTERCEPTOR SEWERSHED





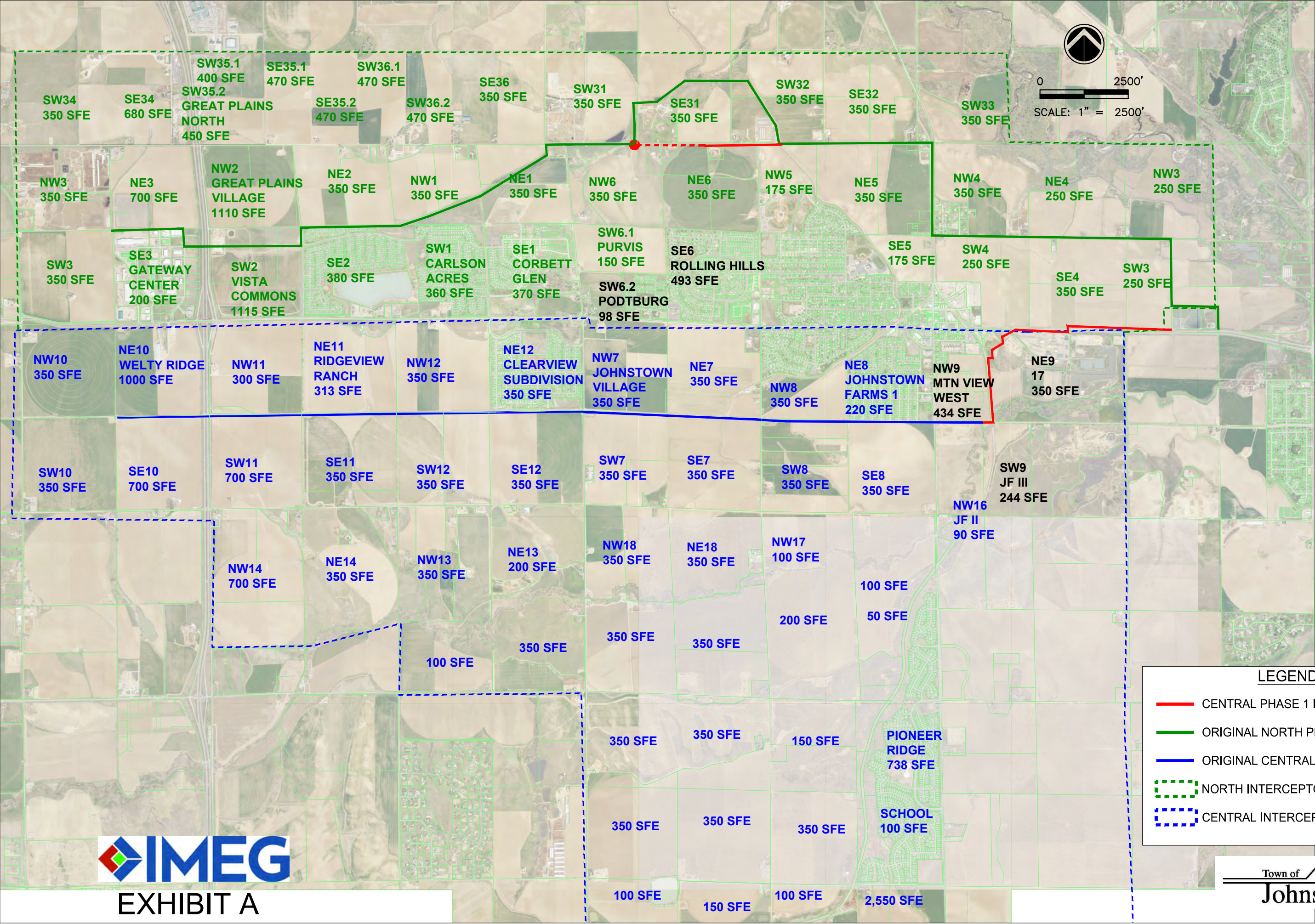


EXHIBIT A

**LEGEND:**

- CENTRAL PHASE 1 INTERCEPTOR
- ORIGINAL NORTH PHASE 1 & 2
- ORIGINAL CENTRAL PHASE 2 & 3
- NORTH INTERCEPTOR SEWERSHED
- CENTRAL INTERCEPTOR SEWERSHED





# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** December 7, 2020

**SUBJECT:** **Public Hearing- First Reading** Ordinance No. 2020-191 an Ordinance Amending Sections 4-111, 5-111, 5-113, 6-6, 6-42, 6-46, 6-63, 6-83, 6-111, 6-133, 6-135, 6-161, 6-186, 6-189, 7-62, 7-131, 8-87, 15-4, 16-62, 17-13 and 17-51 of the Johnstown Municipal Code Concerning the Referral of the Town's Fees, Rates and Charges to the Town Fee Schedule

**ACTION PROPOSED:** Consider approval of Ordinance No. 2020-191

**ATTACHMENTS:** 1. Ordinance No. 2020-191

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

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### AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is an ordinance that would amend multiple sections within the current Johnstown Municipal Code. These amendments specifically repeal and replace certain sections that make references to various Town fees that are currently in existence within the Johnstown Municipal Code. The repealing of these sections and replacing do not change the intent of the sections of the Municipal Code that are modified herein; but are rather pointing now to the Town's Fee Schedule for directions related to the applicable fees associated with these sections. This ordinance and the proposed changes go hand in hand with the consideration to approve Resolution 2020-38 establishing the Johnstown Town Fee Schedule. This ordinance, mirrors the Town Fee Schedule in that if approved it will become effective January 1, 2021.

### LEGAL ADVICE:

The ordinance was drafted by the Town Attorney.

### FINANCIAL ADVICE:

Not Applicable.

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*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

**RECOMMENDED ACTION:**

Approve Ordinance 2020-191 as presented on first reading.

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**SUGGESTED MOTIONS:**

**For Approval**

I move to approve Ordinance 2020-191 upon first reading as presented.

**For Denial**

I move to deny Ordinance 2020-191 upon first reading as presented.

*Reviewed and Approved for Presentation,*

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Town Manager

**TOWN OF JOHNSTOWN, COLORADO**  
**ORDINANCE NO. 2020-191**

**AN ORDINANCE AMENDING SECTIONS 4-111, 5-111, 5-113, 6-6, 6-42, 6-46, 6-63, 6-83, 6-111, 6-133, 6-135, 6-161, 6-186, 6-189, 7-62, 7-131, 8-87, 15-4, 16-62, 17-13 AND 17-51 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING THE REFERRAL OF THE TOWN'S FEES, RATES AND CHARGES TO THE TOWN FEE SCHEDULE**

**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 has authority to establish a consolidated schedule of the Town's fees, rates and charges that are levied and assessed for municipal services and, concurrently herewith, is adopting such a consolidated schedule to be known as the Town Fee Schedule; and

**WHEREAS**, to provide consistency and uniformity in the Johnstown Municipal Code ("Code"), the Town Council desires to omit the amount of the Town's fees, rates and charges from the Code and, rather, refer the amount of such fees, rates and charges to the Town Fee Schedule; and

**WHEREAS**, to effectuate the foregoing, Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and 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.** Subsections 4-111(a) and (b) of Article VIII of Chapter 4 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 4-111. Penalties; assessment.**

- (a) *Penalty.* A penalty and interest on the unpaid balance shall be imposed upon the vendor and become due in the event the tax is not remitted by the twentieth day of the month as required by this Article, or such other date as prescribed by the Town, in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- (b) *Penalty due to fraud.* If the Town Manager determines that the tax is not paid due to fraud with the intent to evade the tax, then, in lieu of the penalty set forth in Subsection (a), the Town Manager shall add a penalty to account for the fraud in the amount set forth by

resolution of the Town Council in the Town Fee Schedule, in addition to interest on the unpaid balance.

**Section 2.** Section 5-111 of Article IV of Chapter 5 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 5-111. Application.**

At the time of making an application for a franchise within the Town or at the time of application for a transfer or renewal of an existing franchise, the franchisee shall make a partial payment of the franchise expenses of the Town in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Section 3.** Subsection 5-113(1) of Article IV of Chapter 5 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

- (1) In the event that the expenses incurred by the Town, as set forth above, are less than the franchisee's initial deposit, the Town shall deduct the expenses incurred and provide an accounting of the remaining deposit.

**Section 4.** Section 6-6 of Article I of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-6. Fees.**

Fees and charges for licenses or permits shall be paid in the amount set forth by resolution of the Town Council in the Town Fee Schedule and, in the absence of any specific provision to the contrary, shall be paid in advance at the time application therefor is made to the Town Clerk. When an applicant has not engaged in the business until after the expiration of part of the current license year, the license or permit fee shall be prorated by quarters in the absence of any specific provision to the contrary and the fee paid for each quarter or fraction thereof during which the business has been or will be conducted. Except as otherwise provided, all license or permit fees shall become a part of the General Fund.

**Section 5.** Section 6-42 of Article II of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-42. Application.**

Any person, partnership, association or corporation desiring to obtain a pyrotechnic display sale permit shall file an application therefor with the Fire Chief, which application shall be accompanied by an application fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule, shall be signed by at least one (1) person twenty-one (21) years of age or older who shall be responsible for the operation under this permit, and which application shall contain the following:

1. The name and address of the applicant;
2. The names and addresses of the officers, if any, of the applicant;
3. The location where the applicant will sell fireworks;

4. The date when the applicant was organized and established if the applicant is an association, partnership or corporation;
5. The names and addresses of all wholesalers or distributors from whom the applicant proposes to purchase pyrotechnic displays for resale;
6. The applicant's state sales tax permit number;
7. The manner, method and times when and how the applicant proposes to sell pyrotechnic displays;
8. Such other information as the Fire Chief may require in order to complete the investigation required by Section 6-43; and
9. A statement that the applicant has been licensed by the Secretary of State to make such sale.

**Section 6.** Section 6-46 of Article II of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-46. Cleanup bond.**

Every person granted a pyrotechnic display sale permit shall post with the Town Clerk a cash bond or an approved letter of credit or guaranty from a banking institution authorized to do business in the state, in the amount set forth by resolution of the Town Council in the Town Fee Schedule, to guarantee the prompt removal of any temporary pyrotechnic display sale stand and the cleaning up of the debris from the site of any temporary pyrotechnic display sale stand, which bond shall be returned to the permit holder only in the event he or she removes the temporary stand and cleans up all of the debris to the satisfaction of the Fire Chief. In the event that the permit holder shall fail to so remove the stand and the debris, the cash bond or the money guaranteed by the letter of credit or letter of guaranty shall be forfeited to the Town. In no event shall the permit holder be entitled to the return of the cash bond if he or she fails to remove the temporary pyrotechnic display sale stand and clean up all of the debris therefrom by noon on July 7 of the year in which the permit is granted.

**Section 7.** Section 6-63 of Article III of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-63. Application; contents.**

Any person desiring to conduct a public display of fireworks or pyrotechnic display shall submit an application therefor to the Fire Chief, together with an application fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule, which application shall contain the following information:

1. The name of the organization sponsoring the display, together with the names of the persons to actually be in charge of the display;
2. The date, time and exact location on which the display is to be held;
3. The name of the pyrotechnic operator who is to supervise the discharge of the fireworks;
4. The class of fireworks to be discharged, the number of set pieces and shells (specifying single or multiple break), and other items including experimental or model rockets or missiles, which shall be activated at such display;
5. The manner and place of storage of such fireworks prior to and during the display;

6. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph and telephone lines, or other overhead obstructions;
7. Proof that satisfactory compensation insurance is carried for all employees;
8. Proof of public liability insurance in an amount required by the Town; and
9. In the Town's discretion, proof that the applicant has obtained a performance bond conditioned on compliance with the provisions of this Article in a sum required by the Town.

**Section 8.** Section 6-83 of Article IV of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-83. Fee.**

The license fee for each license required by this Article shall be in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Section 9.** Section 6-111 of Article VI of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-111. License fee; when payable.**

There shall be an annual license fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule for each coin-operated game machine within the Town. This fee shall be paid by the operator of the business to the Town on March 1 of each year.

**Section 10.** Subsection 6-133(b) of Article VII of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-133. Application; application fee.**

- b) At the time of the filing of the application, a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule shall be paid to the Town Clerk to cover the cost of investigating the facts stated herein.

**Section 11.** Subsections 6-135(a) and (b) of Article VII of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-135. License fee.**

- a) The license fee, which shall be charged in advance by the Town Clerk for any such license, shall be in the amount set forth by resolution of the Town Council in the Town Fee Schedule.
- b) An annual license and permit may be obtained by paying in advance to the Town Clerk an annual fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. This license shall be kept in full force and effect by submitting to the Town Clerk, after each thirty (30) day period during which the annual license is in force, a sworn statement setting forth that the facts as contained in the original application still remain the same as set forth therein. If such written statement is not filed at the end of every thirty (30)

day period during which the annual license is to be in full force and effect, the Town Clerk may suspend the license and any such business carried on after the suspension of the license shall be deemed a violation of this Article.

**Section 12.** Subsections 6-161(c) and (d) of Article VIII of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 6-161. Application and licensing required for tree trimmers.**

- c) No such license shall be issued until the applicant therefor has presented to the Town Clerk a satisfactory liability insurance policy in the amount required by the Town. Said policy coverage is to extend to all operations of the licensee and shall be written according to local custom and practice for the benefit and protection of the Town and the people therein. Such insurance policy shall require at least thirty (30) days' advance notice to the Town before cancellation. In the event of the cancellation or termination of any such required insurance policy during the license term, the license shall be terminated and the holder thereof shall surrender the same to the Town Clerk unless the licensee presents to the Town Clerk a substitute insurance policy meeting the requirements of this Section.
- d) No license shall be issued hereunder until the applicant has paid a license fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. Every license issued hereunder shall expire one (1) year after the date of its issuance. Renewal applications may be submitted at the office of the Town Clerk within thirty (30) days of the date the license will expire.

**Section 13.** Subsections 6-186(c) and (d) of Article X of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

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

- c) The contractor shall pay a non-refundable fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule, due and payable with the submission of the contractor licensing application, which fee shall be applied to offset the Town's costs associated with regulating the Building Code and administering the contractor licensing program.
- d) A contractor's license is valid for a period of one year from the date of issuance, and may be renewed by payment of a renewal fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Section 14.** Subsection 6-189(c) of Article X of Chapter 6 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

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

- c) *Town Council.* An appeal to the Town Council shall be in writing, filed with the Town Clerk and allege with particularity the errors and omissions contained in the Town Manager's order. The contractor shall, at that time of making such appeal, pay to the Town Treasurer a docket fee in the amount set forth by resolution of the Town Council in



the Town Fee Schedule. Written notice of the hearing shall be given to the contractor and to any other parties concerned at least five (5) days prior to the hearing. The contractor shall have the burden of proof on appeal. Within thirty (30) days of the hearing, the Town Council shall make its final determination and affirm, modify or reverse the Town Manager's order. The decision of the Town Council shall be final and conclusive, except as provided by the laws of the State of Colorado.

**Section 15.** Subsection 7-62(a) of Article IV of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 7-62. Persons served by water taps to receive service and pay the costs and billing.**

- a) All persons and businesses receiving collection and removal for garbage, ashes, trash and other waste materials shall be billed and shall pay said charges monthly with their water bill in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Section 16.** Section 7-131 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 7-131. License; duplicate tags; ownership changes.**

- a) In the event a tag issued pursuant to this Article is lost or destroyed, a new or duplicate tag may be obtained from the Town Clerk upon payment of a duplicate tag fee.
- b) In the event the ownership of a licensed dog or cat is changed, the new owner must license such dog or cat within thirty (30) days of ownership in accordance with the provisions of this Article and pay to the Town Clerk a license fee.
- c) The fees referenced in this section shall be in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Section 17.** Section 8-87 of Article VI of Chapter 8 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

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

The Golf Car shall be inspected for safety and for the required equipment by the Johnstown Police Department every three (3) years and issued a Town permit sticker. The Golf Car owner must show proof of a current driver's license and complying insurance at the time of inspection and permitting. The permit fee shall be in the amount set forth by resolution of the Town Council in the Town Fee Schedule. A copy of the ordinance regulating the operation of Golf Cars on the Town streets and roadways and a copy of Johnstown Police Department Rules and Regulations, if any, shall be provided to the Golf Car owner at the time of inspection and permitting.

**Section 18.** Subsection 15-4(a) of Article I of Chapter 15 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 15-4. Procedure prior to approval or denial of petition; approval or denial.**

- a) The petition for annexation shall be filed with the Town Clerk at least two (2) weeks prior to the Planning and Zoning Commission meeting on the third Wednesday of each month at

which such petition shall be considered. The petition shall be accompanied by an annexation filing fee in the amount set forth by resolution of Town Council in the Town Fee Schedule.

**Section 19.** Subsection 16-62(b) of Article V of Chapter 16 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 16-62. Procedure.**

- b) *Filing.* A petition for change or amendment submitted by a private property owner shall be prepared in triplicate on forms provided for such purpose and filed with the Town Clerk, and shall be accompanied by a fee to defray the cost of giving notice, investigation and other administrative processing in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

**Section 20.** Section 17-13 of Article II of Chapter 17 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 17-13. Fees.**

- (a) There shall be a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule for the following:
  - (1) Preliminary plats and final plats;
  - (2) Plats for each filing; and
  - (3) Recordation of the plats.
- (b) The fees shall be paid at the time of submission of such plats to the Town.

**Section 21.** Subsection 17-51(b) of Article IV of Chapter 17 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

**Sec. 17-51. Dedication.**

- b) In addition to such conveyance of land as set forth under Subsection (a) above, a park fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule shall be collected per lot at the time the building permit is issued from the party obtaining said building permit. Such fee shall be deposited in a special fund to be accounted for separately and used only for improvements to parks and not for land acquisition.

**Section 22. 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 23. Code revisions.** Minor changes such as the format and other related 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 of this Ordinance be altered by such changes.

**Section 24. 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 on January 1, 2021. 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 \_\_\_\_\_, 2020.

**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 \_\_\_\_\_, 2020.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

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

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



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** December 7, 2020

**SUBJECT:** **Resolution Number 2020-37**

**ACTION PROPOSED:** Consider Resolution No. 2020-37

**ATTACHMENTS:**

1. Resolution 2020-37
2. Copy of Cemetery Rules and Regulations

**PRESENTED BY:** Diana Seele, Town Clerk

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**AGENDA ITEM DESCRIPTION:** In conjunction with Ordinance No. 2020-188, an ordinance repealing and readopting Article VI of Chapter 11 of the Johnstown Municipal Code concerning the Johnstown Cemetery (“Cemetery”), the Town Council may consider adopting revised rules and regulations governing the use of the Cemetery (“Rules and Regulations”).

The proposed Rules and Regulations address administration of the Cemetery operations, the purchase of grave spaces and columbarium niches, the transfer and assignment of burial spaces, the rights and responsibilities of the Town, which includes perpetual care, procedures related to interments and disinterments, decorations and memorial work in the Cemetery and conduct in the Cemetery. The Rules and Regulations provide that the Town Manager has the right of general control of the Cemetery in all matters and that the Town Manager delegates authority to the Public Works Director for the management and operation of the Cemetery grounds and to the Town Clerk for the day-to-day administration of the Cemetery.

While these initial Rules and Regulations are presented to the Town Council for review, consistent with Ordinance No. 2020-188, the Town Manager would have authority to modify, amend or supplement the Rules and Regulations going forward.

**LEGAL ADVICE:**

The Town Attorney prepared Resolution No. 2020-37.

**FINANCIAL ADVICE:**

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

**RECOMMENDED ACTION:** Approve Resolution No. 2020-37

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve Resolution No. 2020-37, a Resolution Adopting Cemetery Rules and Regulations.

**For Denial:** I move to deny approval of Resolution No. 2020-37.

*Reviewed and Approved for Presentation,*

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Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2020-37**

**RESOLUTION ADOPTING CEMETERY RULES AND REGULATIONS**

**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 Manager, Town Clerk and Town Public Works Director recommend that the Town adopt amended rules and regulations concerning the Johnstown Cemetery; and

**WHEREAS**, based on the recommendation, the Town Council desires to adopt amended rules and regulations; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interests of the citizens of the Town.

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

1. The Town Council hereby adopts the Cemetery Rules and Regulations, attached hereto and incorporated herein by reference as Exhibit A.
2. The Cemetery Rules and Regulations adopted herein shall supersede and replace previously adopted rules and regulations.
3. Modifications, revisions or additional rules and regulations necessary for the proper use and enjoyment of the Cemetery may be administratively adopted.
4. All other Resolutions, or parts thereof, in conflict with this Resolution are hereby repealed, except that such repealer shall not repeal the repealer clauses of such Resolutions nor revive any Resolution thereby.
5. If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions hereof.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

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

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

# CEMETERY RULES AND REGULATIONS

## RULES AND REGULATIONS OF THE JOHNSTOWN MUNICIPAL CEMETERY

### 1.0 **PURPOSE**

#### 1.1 **DECLARATION OF PURPOSE.**

These rules and regulations shall be the minimum requirements enacted for the mutual benefit and protection of the owners of burial spaces at the Johnstown Cemetery and the Town of Johnstown (“Town”) and are enacted to ensure the Johnstown Cemetery maintains a uniform and permanent beauty.

### 2.0 **DEFINITIONS**

As used in these rules and regulations, the following terms shall have the meanings set forth below:

**BURIAL MEMORIAL** - The term “burial memorial” shall mean any type of gravestone, tombstone, headstone, memorial, monument, or marker that commemorates the permanent disposition of the remains of a human body either below or above the surface of the ground.

**BURIAL SPACE** – The term “burial space” shall mean a grave space or a niche.

**CEMETERY** - The term “Cemetery” shall mean the Johnstown Cemetery, a burial park for earth and crypt interments.

**COLUMBARIUM** – The term “columbarium” shall mean a vault with niches for urns containing the ashes of cremated bodies.

**DISINTERMENT** - The term “disinterment” shall mean the removal of the remains or cremains of a deceased person, the casket, if any, the burial receptacle from the ground or urn from the columbarium.

**GRAVE SPACE** - The term “grave space” shall mean a single space within a platted lot designed for the interment of one body.

**INTERMENT** - The term “interment” shall mean the permanent disposition of the remains of a deceased person by earth or crypt burial.

**INTERMENT AGREEMENT** – The term “interment agreement” shall mean an agreement for the provisional right to interment for the sole use and purpose of receiving interment, entombment or inurnment within the Cemetery.

**LOT** - The term “lot” shall mean a platted lot within the Cemetery and may consist of more than one grave space.

**NICHE** - The term “niche” shall mean a location within the columbarium vault designed



to hold an urn containing the ashes of up to two cremated bodies.

**OWNER** – The term “owner” shall mean, unless the context otherwise provides, the person with the right to interment in a burial space or the person who purchases a burial space.

**RESIDENT** – The term “resident” shall mean a person who resides in the Town of Johnstown, the Town of Milliken or within a three-mile radius of the Town of Johnstown at the time of purchase of a burial space, the time of death or within six months prior to the time of death. In its sole discretion, the Town may consider other factors and circumstances in determining whether a person is a resident, including, for example, whether the person moved from the Town of Johnstown to reside in a nursing home shortly prior to the time of death.

**TRANSFER** – The term “transfer” shall mean any sale, assignment, grant, transfer, conveyance, pledge or encumbrance.

**URN** – The term “urn” shall mean a vase or other container used to hold the ashes of a cremated body.

### **3.0 APPLICATION OF REGULATIONS**

#### **3.1 COMPLIANCE WITH REGULATIONS.**

All owners, visitors, employees, persons working directly or indirectly for owners and all burial spaces sold shall be subject to these rules and regulations, and subject further to such other rules and regulations, amendments or alterations as shall be adopted by the Town from time to time; and the reference to these rules and regulations in the interment agreement to burial spaces shall have the same force and effect as if set forth in full therein.

#### **3.2 EXCEPTIONS AND MODIFICATIONS.**

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. In such an instance, the Town shall have the right, without notice, to make exceptions or modification to any of these rules and regulations.

#### **3.3 AMENDMENTS.**

The Town may, at any time, adopt new rules or regulations or amend, alter or repeal any rule or regulation contained herein. Such new or amended rules and regulations shall be binding on the owners of all burial spaces, regardless of when the burial the space was purchased.

#### **3.4 FAILURE TO COMPLY.**

Failure to comply with any rule or regulation promulgated herein may be deemed a violation subject to enforcement pursuant to the Johnstown Municipal Code.

### **4.0 ADMINISTRATION AND ENFORCEMENT**

#### **4.1 OWNED AND CONTROLLED BY THE TOWN OF JOHNSTOWN.**

The Cemetery is owned by the Town. The Town Manager, or designee, has the right of general

control of the Cemetery in all matters, regardless of whether such matters are specifically covered by these rules and regulations.

#### **4.2 MANAGEMENT OF THE CEMETERY.**

Except as otherwise provided herein, the Town Manager hereby delegates authority to the Public Works Director for the management and operation of the Cemetery grounds and to the Town Clerk for the day-to-day administration of the Cemetery. The Public Works Director or Town Clerk may designate qualified staff or contractors to undertake the obligations set forth herein.

#### **4.3 BUSINESS OFFICE.**

All applications for (i) purchase, transfer, assignment or repurchase of burial spaces, (ii) interment and disinterment orders, or (iii) annual care or special permits of any kind must be made through the Town Clerk at Town Hall, 450 S. Parish, Johnstown, between the hours of 8:00 a.m. and 5:00 p.m.

#### **4.4 ADMISSION TO CEMETERY.**

The Town reserves the right to refuse admission to the Cemetery and to refuse the use of any of the Cemetery facilities to any person or persons when, in the Town's discretion, such course of conduct is in the best interest of the Cemetery and the Town.

### **5.0 PURCHASE OF GRAVE SPACES AND COLUMBARIUM NICHES**

#### **5.1 LOCATION AND PRICE OF BURIAL SPACES.**

The Town Clerk shall maintain documentation showing the size, location and description of grave spaces and columbarium niches and a schedule of the prices. The schedule of prices for grave spaces and columbarium niches are set by the Town Council by resolution and set forth in the Town Fee Schedule.

#### **5.2 IMMEDIATE USE OF BURIAL SPACE.**

In cases where a burial space has not been previously purchased, full payment prior to burial is required, unless the mortuary assumes full responsibility for payment.

#### **5.3 INDIGENCY.**

When a request is made by a mortuary to inter an individual with insufficient funds to cover expenses, the Town shall work within the expense allowance granted by the Department of Social Services if the deceased was a resident. The Town may require proof of residency. The Town shall not be prohibited from participating in any arrangement with other cemeteries or mortuaries to share expenses in cases not covered by Social Service allowances.

#### **5.4 REMAINS IN BURIAL SPACE.**

Burial spaces may only be used for human remains.

#### **5.5 APPLICATION FOR BURIAL SPACE TO BECOME CONTRACT WHEN EXECUTED.**

Applications for the purchase of burial spaces shall contain a description of the burial space and the purchase price. When executed by the Town, the application shall become a binding contract of purchase and sale of a right of interment only.

## **5.6 INTERMENT AGREEMENT; NO TITLE TO REAL PROPERTY.**

Upon payment of the full purchase price for the burial space to the Town, the Town shall issue an interment agreement, signed by the Town Manager or the Town Clerk, conveying the right of interment for the designated burial space, subject to the Johnstown Municipal Code and these rules and regulations. The interment agreement shall contain appropriate contact information. For burial spaces, the interment agreement shall contain the block and lot number and, for niches, the interment agreement shall contain the niche description and location.

Interment agreements issued prior to adoption of these rules and regulations, or other similar instruments issued by the Town for a burial space in the Cemetery, shall remain valid and binding obligations of the Town.

The interment agreement, or any instrument issued by the Town for a burial space in the Cemetery, of whatever form, grants interment rights only and does not convey title to real property.

## **6.0 TRANSFERS OR ASSIGNMENTS**

### **6.1 CONSENT OF TOWN.**

No transfer or assignment of any burial space, or interest therein, shall be valid without the written consent of the Town, which shall thereafter be recorded on the books of the Town. The Town shall have the right to refuse to consent to a transfer or an assignment if there is any indebtedness due the Town.

### **6.2 SELLING GRAVE SPACES FOR RESALE.**

No burial space shall be sold to or purchased by a funeral director or other persons for the purpose of resale or speculation.

## **7.0 RIGHTS AND RESPONSIBILITIES OF TOWN**

### **7.1 WORK TO BE DONE BY TOWN.**

Except as otherwise provided herein, all grading, landscape work, care of the lots and improvements of any kind shall be done by the Town, all trees, shrubs and bushes of any kind shall be planted, trimmed, cut or removed by the Town, and all opening and closing of graves shall be done by the Town.

### **7.2 TOWN MUST DIRECT AND MAY REMOVE IMPROVEMENTS.**

All improvements or alterations of lots or grave spaces in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Public Works Director. If, in the Public Works Director's determination, the improvements or alterations become unsightly, the Public Works Director shall have the right to order such improvements or alterations removed, altered or changed without consent of the owner.

### **7.3 WHEN TOWN IS NOT RESPONSIBLE.**

The Town shall take reasonable precautions to protect the property of owners within the Cemetery from loss or damage, but the Town expressly disclaims responsibility for loss or damage to any

such property, except as may be caused by the negligent acts of the Town. Included therein, the Town disclaims damage from causes beyond its reasonable control and from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage may be direct or collateral.

#### **7.4 LIABILITY FOR DAMAGES**

Any person damaging or causing to be damaged any Cemetery property, whether owned by the Town or by an individual, shall be, in the Town's discretion, required to repair said damaged property or replace the property damaged to its former state, without delay, and in a manner satisfactory to the Public Works Director. The repair or replacement of the damaged property shall not preclude the Town from seeking other remedies. The Town shall not be liable for any act of owners, visitors, licensees or trespassers within the Cemetery, or for any damage to person or property while within the Cemetery.

#### **8.0 PERPETUAL CARE**

##### **8.1 PERPETUAL CARE MANDATORY.**

All burial spaces shall be sold with perpetual care.

##### **8.2 PERPETUAL CARE FUNDS.**

Fifteen percent (15%) of the monies and proceeds derived from the sale of burial spaces shall be deposited and carried in the Cemetery Perpetual Care Fund.

#### **9.0 INTERMENTS**

##### **9.1 SUBJECT TO LAWS AND ORDERS.**

In addition to these rules and regulations, all interments shall be subject to the orders and laws of the properly constituted authorities of the Town of Johnstown, County of Weld and the State of Colorado.

##### **9.2 TIME OF INTERMENTS.**

Any interment request must give 48 hours advance notice through the Town Clerk's office. No interments will be allowed between 12:00 noon Saturday and 8:00 a.m. Monday. No interments shall be allowed on the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

##### **9.3 EMERGENCY BURIALS.**

Arrangements for emergency burials must be made through the Town Clerk's office with approval of the Public Works Director or designee and upon proof of emergency.

##### **9.4 DISASTER.**

In the event of a disaster, which results in numerous burials in the Cemetery, the Town Manager may require the Cemetery crew to work additional hours. The Town Manager or the Public Works Director shall have the authority to make exceptions to any and all regulations necessary in order to handle the numerous burials as orderly and as quickly as possible.

### **9.5 CASKET NOT TO BE DISTURBED.**

Once a casket containing a body is in the confines of the Cemetery, no person, including a funeral director or embalmer, shall be permitted to open a casket or to touch a body without the consent of the legal representatives of the deceased or a court order.

### **9.6 APPROVED GRAVE LINERS.**

Every interment must be made in an approved outer liner of steel or concrete and shall be supplied by the funeral home.

### **9.7 NOT RESPONSIBLE FOR PERMITS, IDENTITY OR EMBALMING.**

The Town shall not be responsible for: (i) obtaining permits required by a health department or another entity with jurisdiction over burials; (ii) the identity of any persons seeking to be interred; or (iii) the preparation of the body.

### **9.8 NUMBER OF INTERMENTS.**

Not more than one body or the remains of more than one body may be interred in one burial space, except as provided below:

**9.8.1** Each regular grave space may hold up to: (i) one body and three cremains or (ii) no bodies and four cremains. Only one burial memorial shall be allowed.

**9.8.2** Each cremains grave space shall hold the remains of only one body.

**9.8.3** Each niche may hold up to two urns.

### **9.9 BURIAL SET-UP.**

Tents, artificial grass, lowering devices and other equipment used in making interments, disinterments and removals shall be the responsibility of the funeral home in charge of the burial or disinterment.

### **9.10 INTERMENT OF CREMAINS.**

In order to intern cremains in the Cemetery, the applicable fee must be paid to the Town. The Town shall not be liable for the protection of any cremains. The person requesting interment of cremains may choose containers of hard plastic, wood, marble, metal or ceramic. Scattering of cremains is prohibited within the Cemetery.

### **9.11 LOCATION OF GRAVE SPACE.**

When instructions regarding the location of a grave space on a lot cannot be obtained, or are indefinite, or when for any reason the grave space cannot be opened where specified, the Town may, in its discretion, open the space in such location on the lot as it deems best and proper, so as not to delay the funeral; and the Town shall not be liable for damages for any error or change made.

### **9.12 ORDERS GIVEN BY TELEPHONE.**

The Town shall not be held responsible for any order given by telephone, or for any mistake occurring for want of precise and proper instructions as to the particular space, size or location in a lot where an interment is desired.

### **9.13 ERRORS MAY BE CORRECTED.**

The Town shall have the right to correct any errors that may be made by it either in making interments or disinterments, or in the description, transfer, or conveyance of any right of interment, either by cancelling such transfer and substituting and transferring in lieu thereof another burial space for interment of equal value and in similar location as far as possible or as may be selected by the Town; or, at the sole discretion of the Town, by refunding the amount of money paid on account for said purchases. In the event such error shall involve the interment of the remains of any person in a burial space, the Town reserves the right to remove or transfer such remains interred to another burial space of equal value and similar location.

### **9.14 DELAYS IN INTERMENT CAUSED BY PROTEST.**

The Town shall not be liable for any delay in the interment of a body where a protest to the interment has been made or where there has not been compliance with these rules and regulations; and, further, the Town reserves the right under such circumstances to instruct a funeral home to place the body in a receiving vault until the full rights have been determined. The Town shall be under no duty to recognize any protests of interments unless they are made in writing and filed with the Town Clerk within two weeks of the interment.

## **10.0 DISINTERMENTS**

### **10.1 SUBJECT TO LAWS AND ORDERS.**

In addition to these rules and regulations, all disinterments shall be subject to the orders and laws of the properly constituted authorities of the Town, County of Weld, the State of Colorado, and the United States of America.

### **10.2 PERMISSION FOR DISINTERMENTS.**

No disinterment of a body or cremains shall be made without a court order or a signed affidavit from the surviving spouse, next of kin or personal representative, on a form provided by the Town, stating that the disinterment is being requested for a valid reason, that the application is being made by a proper person, that there is no opposition to the disinterment by the surviving spouse, next of kin, or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the Town and hold it harmless from any liability that might result from the disinterment and release it from any claims any person may have, then or in the future, by reason of the disinterment. The Town Clerk shall have the right to require a court order for disinterment at any time prior to the disinterment when circumstances exist or arise which indicate that there is a question as to the reason for the disinterment or as to whether there is opposition to the disinterment.

### **10.3 DISINTERMENT PROHIBITED UNDER CERTAIN CIRCUMSTANCES.**

Disinterment of a body so that the burial space may be sold for profit to the heirs of the deceased or to any other persons or removal contrary to the expressed or implied wish of the original purchaser of the burial space is repugnant to the ordinary sense of decency and absolutely forbidden.

### **10.4 NOTICE OF DISINTERMENT REQUIRED.**

The Town reserves the right to require at least ten days' written notice prior to any disinterment.

Disinterments must be conducted during the hours of 9:00 a.m. and 2:00 p.m. No disinterment will be made on a Saturday, Sunday or legal holiday or on the day upon which any holiday is legally observed.

#### **10.5 PAYMENT OF FEES.**

All fees assessed by the Town for disinterments shall be paid to the Town Clerk's office prior to the disinterment.

#### **10.6 TOWN NOT RESPONSIBLE FOR DISINTERMENTS.**

The Town will expose the vault or, in the case of burial without a vault, expose the casket, burial receptacle or urn. The Town shall not be required to provide either personnel or equipment to lift the vault, casket or burial receptacle from the ground. Disinterment of a body shall be the responsibility of the family or person with lawful right to the disinterment. Families, or persons with the lawful right, wishing to disinter a body shall procure the services of a competent funeral director or other authorized personnel who must first provide evidence of liability insurance satisfactory to the Town.

#### **11.0 DECORATION OF GRAVE SPACES**

##### **11.1 PLANTS, TREES, SHRUBS, FLOWERS AND BORDERS.**

**11.1.1** The Public Works Director or designee has exclusive authority in the planting of all trees, shrubs, plants, flowers and grass for ornamentation of the Cemetery. **Planting of trees, shrubs, plants, flowers, grass and any other similar item is prohibited!**

**11.1.2** Fences, railings, curbs, hedges and other bordering of spaces are not allowed. Nothing shall be placed upon lots and grave spaces other than flowers, vases containing flowers, wreaths, flags and other temporary decoration. Flowers, vases containing flowers, wreaths, flags or other temporary decoration may be placed on the ground in front of the columbarium niches but cannot be temporarily or permanently attached to the surface of the columbarium. All such items will be removed and disposed of by Cemetery crews, at their sole discretion, when they become dead, faded, broken or unsightly without prior notice to the owner.

**11.1.3** Christmas blankets and wreaths shall be allowed from December 1<sup>st</sup> through March 1<sup>st</sup>. Sprays and wreaths made from fresh cut flowers will be allowed up to two weeks after burial, unless they become unsightly or detrimental based upon the Public Works Director's determination.

**11.1.4** If trees, shrubs, bushes or flowers growing on any grave spaces, walkways or roads interferes with the general design of the Cemetery, such will be removed without notice.

##### **11.2 OTHER ARTICLES.**

The placing of boxes, shells, stones, boulders, toys, metal designs, ornaments, chairs, settees, unattached vases, glass, urns, fences, wood or metal cases and similar articles upon grave spaces shall not be permitted.

## **12.0 MEMORIAL WORK IN CEMETERY**

### **12.1 PRODUCERS AND RETAIL DEALERS.**

**12.1.1** Producers of burial memorial materials, meaning thereby quarries, quarries who also manufacture memorials, and manufacturers of memorials who are not quarries must provide only first grade, clear stone for memorial purposes at the Cemetery, and must guarantee that such stone is free from sap or anything that will cause rust or other stains, and that it will not crack or split, and must agree that should such faults develop within five years from the date of setting, the memorial will be replaced without cost or delay to the Town or the owner.

**12.1.2** Retail dealers must agree to use only first grade stone from producers approved as provided above and guarantee the burial memorial will be executed with first grade workmanship, and agree that, should faults develop within five years due to the setting, treatment or handling of the same by the dealer, such burial memorial will be replaced without cost or delay to the Town or the owner.

**12.1.3** All persons or firms must secure permission from the Public Works Director or the Town Clerk before any work in the Cemetery is commenced. In order to procure such permission, such person or firm shall submit satisfactory evidence of ability to properly perform the work for which such person or firm has been engaged.

**12.1.4** Retail dealers engaged in erecting or placing burial memorials or other structures are not agents or employees of the Town, but are independent contractors.

**12.1.5** Persons engaged in erecting burial memorials or other structures are prohibited from attaching ropes or other devices to the memorials, trees or shrubs, and are prohibited from scattering their material or tools over adjoining lots, from blocking roadways or walks and from leaving their material or tools on the grounds longer than necessary. Such persons must do as little injury to the grounds, trees and shrubs as is possible and must remove all debris and restore the ground to its original condition.

**12.1.6** While a funeral or an interment service is being conducted nearby, all work of any kind shall cease.

### **12.2 BURIAL MEMORIALS.**

**12.2.1** No burial memorials will be allowed on any burial space until the space has been fully paid for.

**12.2.2** Only one burial memorial for each burial space shall be permitted.

**12.2.3** While the Town will exercise due care to protect raised letters, carving or ornaments on any burial memorial in the Cemetery, the Town disclaims responsibility for damage thereto.



**12.2.4** No copying, curbing, hedging, grave mounds, borders, enclosures of any kind, or walks of any kind shall be allowed to be built or placed on any grave space in the Cemetery. The Town reserves the right to remove the same without recourse and without prior notice.

**12.2.5** The use of tiles, bricks, gravel, crushed rock, oyster shells, cinders or other material on any grave space in the Cemetery is strictly forbidden. Any of these used may be removed by the Town without prior notice.

**12.2.6** Temporary markers, homemade markers, wooden markers or ornaments may be placed on or near a grave space for up to thirty (30) days after an interment. The Town may thereafter remove such items without prior notice.

**12.2.7** Foot-stones and corner-stones are not allowed and may be removed by the Town without prior notice.

**12.2.8** No person shall erect or place or cause to be erected or placed, on any lot or grave space in the Cemetery, any burial memorial of which the Public Works Director or Town Clerk disapproves and, if erected or placed, may be removed by the Town without prior notice to the lot owner.

### **12.3 FOUNDATIONS.**

All foundations for burial memorials shall be the responsibility of the owner of the grave space or person responsible for the interment. A monument company shall prepare the foundation work for a burial memorial in the Cemetery and must, prior to undertaking the work, furnish evidence of liability insurance and a bond in an amount acceptable to the Town. Charges for such work will be paid directly by the purchaser of the burial memorial.

**12.3.1** Burial memorials shall only be constructed of granite, standard bronze or marble will be allowed. Other materials are subject to deterioration and contribute to unsightliness.

**12.3.2** Foundations must meet the following criteria:

| <b>SINGLE</b>                                                                                              | <b>DOUBLE</b>                                                                                              |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| minimum of 4" deep                                                                                         | minimum of 4" deep                                                                                         |
| not to exceed 48" in width and 24" in length<br>and a minimum 4" border must show after monument is placed | not to exceed 92" in width and 24" in length<br>and a minimum 4" border must show after monument is placed |
| 48" width                                                                                                  | 92" width                                                                                                  |
| 24" length                                                                                                 | 24" length                                                                                                 |

|                  |                  |
|------------------|------------------|
| must be centered | must be centered |
|------------------|------------------|

These foundation measurements assure a solid base for the memorial and will help to prevent settling and vandalism.

**12.3.3** Cut-outs for flowers located on the foundation of the memorial are encouraged. These cut-outs shall not exceed 6” in diameter on the foundation.

**12.3.4** Prior to placement of a foundation or burial memorial, an appointment must be made either with the Public Works Director or the Town Clerk to locate the grave space. Notice must be given at least one business day in advance prior to placement of a foundation or a burial memorial. The Town shall not assume responsibility for an incorrect placement of any foundation or burial memorial if placed prior to contacting the Public Works Director or Town Clerk or placed in an incorrect location.

## **12.4 MISCELLANEOUS.**

**12.4.1** Should any burial memorial become unsightly, dilapidated or a menace to the safety of visitors, the Town shall have the right to either correct the condition or remove the same, at the expense of the owner, or the family or estate of the owner, of the grave space.

**12.4.2** No burial memorial shall be removed from the Cemetery, except by the Town, unless written notice, notarized, by a person with authority is presented to the Town and the Town, in its discretion, grants such request.

## **13.0 CONDUCT WITHIN THE CEMETERY.**

### **13.1 CELEBRATIONS.**

The Town allows for small gatherings of family and friends to celebrate their loved one’s life, however, the gathering must be maintained within 20 feet of the subject grave and attendees should be considerate of others and respect the solitude and decorum of the environment. Lounging and refreshments will be allowed. All trash and debris must be gathered and thrown away after the celebration.

### **13.2 ENTRANCE TO THE CEMETERY.**

Entrance into the Cemetery except through the main entrance is strictly forbidden.

### **13.3 VISITOR HOURS.**

Visitors are welcome in the Cemetery during regular hours of 7:00 a.m. to sunset.

### **13.4 PROHIBITED CONDUCT.**

No person in the Cemetery shall:

- (a) Loiter upon the grounds;
- (b) Be under the age of fifteen (15) unless accompanied by an adult or other proper caretaker;

- (c) Drive an automobile or other vehicle in excess of 10 miles per hour or in excess of such lesser speed as is prudent under the existing conditions and circumstances;
- (d) Except for authorized personnel with consent of the Public Works Director, drive or ride any automobile, motorcycle, all-terrain vehicle, machine or animal on lots, grass or walks within the Cemetery;
- (e) Except for authorized personnel with consent of the Public Works Director, drive any commercial truck or other commercial vehicle within the Cemetery grounds;
- (f) Discard trash, debris or other unsightly items, except in receptacles designated for such items;
- (g) Direct or cause Town employees to perform work without an order from the Town Manager or the Town Manager's designee;
- (h) Perform work on the grounds, except by permission of the Town Manager or the Town Manager's designee;
- (i) Take any animal or permit any animal to be taken into the Cemetery except service animals;
- (j) Deface, damage, destroy or injure any burial memorials or property in the Cemetery;
- (k) Peddle flowers or plants or any other commodity; or
- (l) Except for authorized persons, make a change to the inscription on a burial memorial.

#### **14.0 VIOLATION- PENALTY**

Any person who violates or resists the enforcement of any of the provisions of Article VI of Chapter 11 of the Johnstown Municipal Code or these rules and regulations shall be guilty of a municipal violation and subject to the enforcement provisions of the Johnstown Municipal Code.



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** December 7, 2020

**SUBJECT:** Consolidated Town Fee Schedule

**ACTION PROPOSED:** Adopt Resolution 2020-38

**ATTACHMENTS:** 1. Resolution 2020-38  
2. Town of Johnstown Fee Schedule – Exhibit A

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

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### AGENDA ITEM DESCRIPTION:

The Town Fee Schedule is designed to move all of the Town Fees that historically were included in the Johnstown Municipal Code into the Town Fee Schedule.

The fee schedule that is currently being presented to the Council for consideration is a comprehensive fee schedule that includes not only administrative fees, but also utility rates, permitting fees, business licenses, court surcharges, cemetery fees, etc. This fee schedule was created with the intent of: decreasing future costs for publishing ordinances, decreasing costs associated with revising the municipal code, creating a document that is easy for people to use and access, and creating a document that encourages an annual review of the fees that the Town is charging. Fines and penalties have not been included in this fee schedule due to the subjective nature of the fine structure.

While generally the fees included in the proposed fee schedule are unchanged, there are a few that have been changed or restructured. Those fees include the following:

#### Sec. 2-43 – General Fees.

Proposed changes to this section include a recategorization of administrative services and a potential increase in costs for bound reports/publications in an effort to cover the associated costs of providing these documents, and a slight increase in rental rates for the Johnstown Community Complex. Additional changes include the addition of the non-sufficient funds fee for checks that are returned by the bank.

#### Sec. 11-111 – Cemetery.

Proposed changes to this section include increases in the price of the burial spaces for residents and non-residents and grave opening costs based on the recommendations made by the Cemetery Advisory Committee. Additional changes include the addition of columbarium niche spaces and associated fees.

#### Sec. 13-7 – Billing procedure.

This is a new section of the code that consolidates the fees that were previously spread through-out the chapter, such as the county special assessment fee, recording a lien on a property, late fees, etc. There are recommended changes to the fees, including, a decrease in the late fee from \$15 to \$10, the addition of a

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non-sufficient fee charge for checks that the bank returns, a duplicate bill fee to cover the costs of sending a bill to both a renter and a landlord, and the addition of a new user account set up fee to cover the administrative costs associated with setting up new accounts. No other fees in this section have been changed.

#### Sec. 13-8 – Remedies for non-payment.

This section includes increases in fees for restoration of services when they are involuntary disconnected for non-payment. The proposed fee is intended to cover the costs associated with sending out Town staff to manually reactivate services.

#### Sec. 13-53 – Sewer service charges.

This section includes increases in rates and the structure of rates for all classes of customers. There are a number of capital projects that are needed in this fund and the existing rate structure does not provide sufficient revenues for the Town to complete them. Critical projects include the unfunded mandates to meet more stringent effluent requirements at the Waste Water Treatment Plants that discharge into the receiving streams in Town. Other key projects include beginning the expansion of the Low Point Waste Water Treatment Plant, the design and construction of the Central Waste Water Treatment Plant.

The current and proposed rates are detailed in the tables below:

##### In Town Customers

| Customer Class  | Existing Base | Existing Cost per Thousand  | Proposed Base   | Proposed Cost per Thousand |
|-----------------|---------------|-----------------------------|-----------------|----------------------------|
| Residential     | \$25.25       | \$3.63/thousand after 5,000 | \$31.56         | \$0                        |
| Multi-Family    | \$25.25       | \$0                         | \$31.56/unit    | \$0                        |
| Non-residential | \$25.25       | \$3.63/thousand after 5,000 | \$31.56         | \$3.63/thousand            |
| RV facility     | \$25.25       | \$3.63/thousand after 5,000 | \$12.62 per pad | \$0                        |

##### Out of Town Customers

| Customer Class  | Existing Base | Existing Cost per Thousand  | Proposed Base   | Proposed Cost per Thousand |
|-----------------|---------------|-----------------------------|-----------------|----------------------------|
| Residential     | \$25.25       | \$3.63/thousand after 5,000 | \$47.34         | \$0                        |
| Multi-Family    | \$25.25       | \$0                         | \$47.34/unit    | \$0                        |
| Non-residential | \$25.25       | \$3.63/thousand after 5,000 | \$47.34         | \$5.45/thousand            |
| RV facility     | \$25.25       | \$3.63/thousand after 5,000 | \$18.93 per pad | \$0                        |

#### Sec. 13-54 Sewer Tap Fees.

Fees for sewer tap fees are not proposed for changes in 2021. The rates which have been included for customers in the Low Point Waste Water area to fund oversizing of the system are being removed starting in 2021 since the costs have been fully recovered.

#### Sec. 13-55 Regional Sewer Fee.

This is a new proposed fee that is intended to cover the expansion of infrastructure to areas of Town that are not currently served by the Town's Central Waste Water Treatment Plant and are along the Highway 60 corridor and basin. This will only be charged to new developments that occur inside those service areas to recover the costs of the collection system expansion currently underway in this basin.

#### Sec. 13-72 Water meters.

This section has been revised and updated to reflect current meter costs.

#### Sec. 13-73 Water Tap and Raw Water Development Fee.

The in-town rates associated with this section have not been revised while the out-of-town rates have increased so that the out-of-town rates reflect a cost that is 1.5 times that of in-town customers.

#### Sec. 13-75 Meter obstruction.

This section is new to the code and contains a fee for meter obstruction that will be added to a utility bill should the Town not be able to access the meter if need be.

#### Sec. 13-76 Disconnection of service.

This section allows for a service restoration fee to recover costs associated with Town staff discontinuing and then restoring service to a location.

#### Sec. 13-77 Water service charges.

This section has had substantial changes made to both the rate structure and the rates themselves. The new rate structure addresses different categories of customers such as residential, multi-family residential, commercial/industrial for both in and out of Town. These different categories will allow the Town to address the different water needs of the customers more effectively.

In addition to the changes made to the customer categories, changes to the rate structure have been recommended. The revenues associated with the current rates are not sufficient to cover the costs of necessary upcoming expenses for the water fund, including but not limited to, the installation of a new carbon feeder system to improve taste and odor issues, generator replacement, a water line loop at Highway 60, water plant expansion design and construction, and the construction of a south water tank. These critical projects are focused on meeting the needs of the existing customer base and the peak flow demands of current water customers. The recommended rates will allow the Town to complete the

necessary projects as well as maintain a safe level of reserves should there ever be an emergency situation.

The current and proposed rates are detailed in the following tables:

#### In Town

| Customer Class                               | Existing Base | Existing Volume Charge (per thousand)                                                                    | Proposed Base                                                                                                                           | Proposed Volume Charge (per thousand)                                                                                        |
|----------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Residential                                  | \$15.38       | 3K to 10K - \$3.12<br>10K to 15K - \$3.48<br>15K to 20K - \$3.86<br>20K to 27K - \$4.25<br>>27K - \$4.65 | \$21.53                                                                                                                                 | 0 to 5K - \$3.00<br>5K to 10K - \$3.45<br>10K to 15K - \$3.97<br>15K to 20K - \$4.56<br>20K to 25K - \$5.25<br>>25K - \$6.03 |
| Multi-Family                                 | n/a           | n/a                                                                                                      | \$10.77/unit                                                                                                                            | 1K to 100K - \$3.00<br>>100K - \$4.56                                                                                        |
| Nonresidential/<br>Commercial/<br>Industrial | \$15.38       | \$3.86/thousand                                                                                          | 5/8" meter - \$21.53<br>1" meter - \$36.60<br>1.5" meter - \$71.06<br>2" meter - \$114.12<br>3" meter - \$251.92<br>4" meter - \$452.17 | \$3.86                                                                                                                       |

#### Out of Town

| Customer Class                               | Existing Base | Existing Volume Charge (per thousand)                                                                    | Proposed Base                                                                                                                            | Proposed Volume Charge (per thousand)                                                                                        |
|----------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Residential                                  | \$20.00       | 3K to 10K - \$4.05<br>10K to 15K - \$4.52<br>15K to 20K - \$5.02<br>20K to 27K - \$5.53<br>>27K - \$6.04 | \$32.30                                                                                                                                  | 0 to 5K - \$4.50<br>5K to 10K - \$5.18<br>10K to 15K - \$5.95<br>15K to 20K - \$6.84<br>20K to 25K - \$7.87<br>>25K - \$9.05 |
| Multi-Family                                 | n/a           | n/a                                                                                                      | \$16.15/unit                                                                                                                             | 1K to 100K - \$4.50<br>>100K - \$6.84                                                                                        |
| Nonresidential/<br>Commercial/<br>Industrial | \$20.00       | \$4.03/thousand                                                                                          | 5/8" meter - \$32.30<br>1" meter - \$54.90<br>1.5" meter - \$106.59<br>2" meter - \$171.18<br>3" meter - \$377.88<br>4" meter - \$678.26 | \$5.79                                                                                                                       |

Sec. 13-78 Bulk potable water for construction.

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This section is new and sets a higher use rate for bulk water.

Sec. 13-122 Water court transfer fee.

This section has been updated to be more specific in nature.

**LEGAL ADVICE:**

The resolution was prepared by the Town Attorney.

**FINANCIAL ADVICE:**

The fee schedule will reduce publishing costs, municipal code revision costs and provide financial stability and sustainability in the enterprise funds.

**RECOMMENDED ACTION:**

Staff recommends approving Resolution 2020-38

**SUGGESTED MOTIONS:**

**For Approval**

I move to approve Resolution 2020-38 Adopting a Consolidated Town Fee Schedule.

**For Denial**

I move to deny Resolution 2020-38 Adopting a Consolidated Town Fee Schedule.

***Reviewed and Approved for Presentation,***

---

Town Manager



**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2020-38**

**RESOLUTION ADOPTING A CONSOLIDATED TOWN FEE SCHEDULE**

**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 has authority to establish a schedule of the fees, rates and charges levied and assessed for municipal services in the Town; and

**WHEREAS**, the Town Council finds that the fees, rates and charges set forth in the Town Fee Schedule, attached hereto and incorporated herein by reference as Exhibit A, are equitable and just; and

**WHEREAS**, the Town Council desires to adopt the Town Fee Schedule.

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

1. The Town Council hereby adopts the Town Fee Schedule.
2. The fees, rates and charges set forth in the Town Fee Schedule shall be effective on January 1, 2021, and may, except as provided below, be amended from time to time by resolution of the Town Council.
3. The general fees contained in the Town Fee Schedule that are associated with Section 2-44 of the Johnstown Municipal Code, which are administrative in nature, may be amended from time to time by the Town Manager unless otherwise provided by law.
4. The fees, rates and charges set forth in the Town Fee Schedule shall supersede and replace any fees, rates or charges previously set or adopted by the Town Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provisions shall be treated and held as remaining in full force and effect for the purpose of sustaining any judgment, decree, order or lien.
5. If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

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

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

# Town of Johnstown - Fee Schedule

Exhibit  
Item #10.

## Chapter 2 - Administration and Personnel

### ARTICLE II

#### Sec 2-44

#### General Fees

##### Reproductions:

|                                                    |                |
|----------------------------------------------------|----------------|
| Xerox copies (agendas, minutes, etc.) - (per page) | \$0.25         |
| Certified Copies (per page)                        | \$1.25         |
| Verbatim Transcripts                               | Cost + \$15.00 |
| Voice Recorded Audio                               | \$10.00        |
| CD/DVD (each)                                      | \$20.00        |

##### Bound Reports and Publications:

|               |           |
|---------------|-----------|
| Any/All items | Cost +10% |
|---------------|-----------|

##### Project Plans and Bid Specifications:

|                            |         |
|----------------------------|---------|
| Small Projects             | \$10.00 |
| Large Projects             | \$25.00 |
| Town Maps (blueprints)     | \$40.00 |
| Black & White Maps - 24x36 | \$25.00 |

##### Special Services:

|                                                   |                      |
|---------------------------------------------------|----------------------|
| CORA (first hour is free - fee is per hour after) | \$30.00              |
| Postage                                           | Standard Postal Rate |
| Non-sufficient funds (return check) fee           | \$25.00              |

##### Park Reservations:

|               |         |
|---------------|---------|
| No Alcohol:   |         |
| All Parks     | \$5.00  |
| With Alcohol: |         |
| Hays Park     | \$25.00 |

##### Johnstown Community Complex:

###### Room Rental Fees, Damage Deposits & Equipment Rentals:

- Class I: Government Agency/Schools
- Class II: Non-Profit/Civic and Service Organizations
- Class III: Private Groups - Johnstown Town Limits
- Class IV: Private Groups - Outside Johnstown Town Limits

|           | <u>Large Room</u>    | <u>Small Room</u>    |
|-----------|----------------------|----------------------|
| Class I   | No Charge/Negotiated | No Charge/Negotiated |
| Class II  | No Charge/Negotiated | No Charge/Negotiated |
| Class III | \$30.00/hr           | \$15.00/hr           |
| Class IV  | \$50.00/hr           | \$25.00/hr           |

## Town of Johnstown - Fee Schedule

Ext Item #10.

|                                                                    |           |
|--------------------------------------------------------------------|-----------|
| Damage Deposits                                                    |           |
| Kitchen                                                            | No charge |
| Large Room (No Alcohol) - 1 to 50 People (inside RE-5J district)   | \$200.00  |
| Large Room (No Alcohol) - 51 to 200 people (inside RE-5J district) | \$300.00  |
| Large Room (No Alcohol) - 1 to 200 people (outside RE-5J district) | \$400.00  |
| Large Room (With Alcohol)                                          | \$500.00  |

|                                                                                  |          |
|----------------------------------------------------------------------------------|----------|
| Damage Deposits:                                                                 |          |
| Kitchen:                                                                         |          |
| Class I - IV (includes all but dishwasher)                                       | \$50.00  |
| Alcohol:                                                                         |          |
| Class I - IV (4hr maximum - stop serving by 12:00 am)                            | \$200.00 |
| General:                                                                         |          |
| Class I - III                                                                    | \$20.00  |
| Equipment Rentals:                                                               |          |
| TV, VCR, Overhead projector, Extension cords and screen may be used if available |          |

### ARTICLE III Municipal Court

#### **Sec. 2-74 Fines imposed by the Municipal Court**

|                                 |                   |
|---------------------------------|-------------------|
| Parking Citations - Surcharge   | \$10.00           |
| Traffic Citations - Surcharge   | \$25.00           |
| All other citations - Surcharge | Up to 10% of fine |

### Chapter 4 - Revenue and Finance

#### ARTICLE IV Sales Tax

##### **Sec. 4-55 (8) License for retail sale of tangible property**

|                  |         |
|------------------|---------|
| Business License | \$50.00 |
|------------------|---------|

#### ARTICLE VI Development Cost Reimbursement

##### **Sec. 4-91 Funds deposit agreement**

|                     |                    |
|---------------------|--------------------|
| Development Deposit | Per cost agreement |
|---------------------|--------------------|

#### ARTICLE VII Lodging Tax

##### **Sec. 4-103 Tax Levied\***

|             |    |
|-------------|----|
| Lodging Tax | 3% |
|-------------|----|

##### **Sec. 4-112 Administrative review; appeals**

|            |         |
|------------|---------|
| Docket fee | \$50.00 |
|------------|---------|

\* - Taxes are set and changed by voter approval only. They are included in this schedule for convenience only.

# Town of Johnstown - Fee Schedule

Ext Item #10.

## Chapter 5 - Franchises and Communication Systems

### ARTICLE III Telephone Occupation Tax

#### **Sec. 5-91 Levy of tax; amount\***

Per telephone account/monthly \$ .30/month/line

### ARTICLE IV Franchise Expenses

#### **Sec. 5-111 Application**

Franchise Deposit \$5,000.00

#### **Sec. 5-113 Payment of Town expenses**

Expenses/Deposits We need to eliminate the \$\$ value in this section

## Chapter 6 - Business Licenses and Regulations

### ARTICLE I Licenses and Permits Generally

#### **Sec. 6-6 Fees**

Business Licenses \$50.00

### ARTICLE II Fireworks Permit

#### **Sec. 6-42 Application**

Application Fee (to Fire Chief) \$10.00

#### **Sec. 6-46 Cleanup bond**

Pyrotechnic display \$200.00

### ARTICLE III Fireworks Public Display Permit

#### **Sec. 6-63 Application**

Fireworks Public Display Permit \$10.00

### ARTICLE IV Auction and Auctioneers

#### **Sec. 6-83 Fee**

Auction/Auctioneer \$5/day  
Auction House \$5/Year

### ARTICLE V Skating Rinks, Merry-Go-Rounds, Shows and Exhibitions

#### **Sec. 6-102 Fees**

License Fee \$50.00

### ARTICLE VI Skating Rinks, Merry-Go-Rounds, Shows and Exhibitions

#### **Sec. 6-111 License fee; when payable**

Coin operated game machines \$20.00/each machine

# Town of Johnstown - Fee Schedule

Ext Item #10.

## ARTICLE VII Peddlers and Solicitors

### **Sec. 6-133 Application; application fee**

Solicitor's/Peddler's \$10.00

### **Sec. 6-135 License fee**

Solicitor's/Peddlers License  
\$2.50/Day  
\$10.00/Week  
\$25.00/Month  
\$50.00/Annual

## ARTICLE VIII Tree Trimmers

### **Sec. 6-161 Application and licensing required for tree trimmers**

License \$5.00

## ARTICLE IX - Liquor Licensing

### **Sec. 6-174 Application for liquor license; fee.**

License fee state liquor law license fee  
Application fee Fee is equal to maximum amount set by state liquor laws

## ARTICLE X Contractor Licenses

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

Contractor license - per year \$100.00

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

Docket fee \$50.00

## Chapter 7 - Health, Sanitation and Animals

## ARTICLE III Garbage and Refuse

### **Sec. 7-43 Accumulation of refuse; abatement**

Abatement of property Actual Cost + 10%

### **Sec 7-62 Persons Served by water taps to receive service...**

Refuse Collection (per month):  
Standard service - 95 gallon tote \$11.81  
Senior service - 65 gallon tote \$8.68

## ARTICLE V Weeds

### **Sec. 7-82 Abatement by Town; assessment of costs**

Abatement of weeds Actual Cost + 5%

## ARTICLE VI Trees

### **Sec. 7-106 Failure to remove trees upon notice; removal by Town; costs to be charged to owner**

Tree removal Actual Cost + 5%

## Town of Johnstown - Fee Schedule

Ext Item #10.

|                   |                                                                   |                   |
|-------------------|-------------------------------------------------------------------|-------------------|
| <b>Sec. 7-107</b> | <b>Cost for removal of trees on lots or blocks along sidewalk</b> |                   |
|                   | Tree removal/tree trimming                                        | Actual Cost + 5%  |
| <b>Sec. 7-108</b> | <b>Failure to pay assessment; lien created</b>                    |                   |
|                   | Lien surcharge                                                    | Actual Cost + 10% |

### ARTICLE VII Animal Control

|                   |                                                   |         |
|-------------------|---------------------------------------------------|---------|
| <b>Sec. 7-128</b> | <b>License Fee</b>                                |         |
|                   | Spayed/Neutered (per year)                        | \$4.00  |
|                   | Not spayed/neutered (per year)                    | \$10.00 |
| <b>Sec. 7-131</b> | <b>License; duplicate tags; ownership changes</b> |         |
|                   | Duplicate tag                                     | \$1.00  |
|                   | Ownership change:                                 |         |
|                   | Spayed/Neutered                                   | \$4.00  |
|                   | Not spayed/neutered                               | \$10.00 |

### Chapter 8 - Vehicles and Traffic

#### ARTICLE VI Golf Cars

|                  |                                                               |         |
|------------------|---------------------------------------------------------------|---------|
| <b>Sec. 8-87</b> | <b>Inspection and permitting requirements (every 3 years)</b> | \$20.00 |
|------------------|---------------------------------------------------------------|---------|

### Chapter 11 - Streets, Sidewalks and Public Property

#### ARTICLE III Sidewalks, Curbs and Gutters

|                   |                                                                          |             |
|-------------------|--------------------------------------------------------------------------|-------------|
| <b>Sec. 11-42</b> | <b>Notice and order to install sidewalk, curb, gutter or curbwalk...</b> |             |
|                   | Improvement work                                                         | Actual Cost |

#### ARTICLE VI Cemetery

|                    |                                                       |            |
|--------------------|-------------------------------------------------------|------------|
| <b>Sec. 11-106</b> | <b>Price of burial spaces.</b>                        |            |
|                    | Grave Space:                                          |            |
|                    | Resident - with perpetual care                        | \$1,600.00 |
|                    | Non resident - with perpetual care                    | \$3,000.00 |
|                    | Resident - Infant                                     | \$100.00   |
|                    | Non resident - Infant                                 | \$200.00   |
|                    | Resident - urn space with perpetual care              | \$850.00   |
|                    | Non resident - urn space with perpetual care          | \$1,350.00 |
|                    | Niche in Columbarium (includes opening and engraving) | \$1,500.00 |

## Town of Johnstown - Fee Schedule

Exhibit  
Item #10.

### Sec. 11-115 Cemetery fees.

|                             |            |
|-----------------------------|------------|
| Openings - Grave Space:     |            |
| Weekdays                    | \$700.00   |
| Weekend or holiday openings | \$1,200.00 |
| Openings - Urn Space:       |            |
| Weekdays                    | \$350.00   |
| Weekend or holiday openings | \$700.00   |
| Disinternment charges       | \$250.00   |

## Chapter 13 - Municipal Utility

### ARTICLE I General

#### Sec. 13-7. Billing procedure

|                               |                    |
|-------------------------------|--------------------|
| Late fee                      | \$10.00            |
| NSF check fee                 | \$25.00            |
| Duplicate bill (per month)    | \$2.00             |
| New user account set up fee   | \$10.00            |
| County special assessment fee | 10% of balance due |
| Recording Lien on property    | Actual cost        |

#### Sec. 13-8. Remedies for non payment.

|                            |         |
|----------------------------|---------|
| New service connection fee | \$10.00 |
| Restoration fee            | \$40.00 |

### ARTICLE II Sewer

#### Sec. 13-44. Private waste water disposal

|                            |                           |
|----------------------------|---------------------------|
| Permit and inspection fee: |                           |
| Residential and Commercial | Set by Council or \$1,000 |
| Industrial                 | Set by Council or \$1,000 |

#### Sec. 13-45. Sanitary sewers, building sewers and connections.

|                         |          |
|-------------------------|----------|
| Building sewer permits: |          |
| Residential             | \$100.00 |
| Commercial              | \$500.00 |

#### Sec. 13-51. Administrative review; appeals process.

|            |         |
|------------|---------|
| Docket fee | \$50.00 |
|------------|---------|

## Town of Johnstown - Fee Schedule

Ext Item #10.

### Sec. 13-53. Sewer service charges.

| Customer Class - In Town:                     | <u>Base</u>  | <u>Usage*</u> |
|-----------------------------------------------|--------------|---------------|
| Residential                                   | \$31.56      | \$0.00        |
| Multi Family                                  | \$31.56/unit | \$0.00        |
| Nonresidential                                | \$31.56      | \$3.63/1000g  |
| RV facility with disposal station(s)(per pad) | \$12.62      |               |

\*Usage amount calculated by averaging water use during the months of December, January, and February

| Customer Class - Outside Town:                | <u>Base</u>  | <u>Usage*</u> |
|-----------------------------------------------|--------------|---------------|
| Residential                                   | \$47.34      | \$0.00        |
| Multi Family                                  | \$47.34/unit | \$0.00        |
| Nonresidential                                | \$47.34      | \$5.45/1000g  |
| RV facility with disposal station(s)(per pad) | \$18.93      |               |

\*Usage amount calculated by averaging water use during the months of December, January, and February

|                                                   |             |
|---------------------------------------------------|-------------|
| Surcharge for solids and irregular concentrations |             |
| BOD                                               | \$ .0698/lb |
| Suspended solids                                  | \$ .107/lb  |

|                                            |             |
|--------------------------------------------|-------------|
| Industrial Users - domestic treatment only | Calculation |
|--------------------------------------------|-------------|

### Sec. 13-54. Sewer Tap Fees

Sewer tap fees:

|                                              |             |
|----------------------------------------------|-------------|
| Single Family, Duplex, Town Homes (per unit) |             |
| ≤ 3/4"                                       | \$5,280.00  |
| 1"                                           | \$7,650.00  |
| 1.5"                                         | \$14,850.00 |
| 2"                                           | \$23,850.00 |
| 3"                                           | \$52,650.00 |
| Multi Family (per Unit)                      | \$2,640.00  |

|                                      |             |
|--------------------------------------|-------------|
| Water Meter Size - Out of Town Rates |             |
| ≤ 3/4"                               | \$7,920.00  |
| 1"                                   | \$11,475.00 |
| 1.5"                                 | \$22,275.00 |
| 2"                                   | \$35,775.00 |
| 3"                                   | \$78,975.00 |

### Sec. 13-55. Regional Sewer Fee.

|                                            |            |
|--------------------------------------------|------------|
| Sewer Regional Improvement Fee:            |            |
| Per Single Family Equivalent               | \$9,500.00 |
| Duplex and Triplex (per unit)              | \$7,500.00 |
| Town Homes <12 units/acre (per unit)       | \$6,500.00 |
| Town Homes >12 units/acre (per unit)       | \$6,000.00 |
| Multi-Family (per unit)                    | \$5,000.00 |
| Commercial, Industrial and Other (per SFE) | \$9,500.00 |



# Town of Johnstown - Fee Schedule

Exp  
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## ARTICLE III Water

### Sec. 13-72. Water meters.

Meter Cost\*:

|            |                               |
|------------|-------------------------------|
| 5/8" Meter | \$475.00                      |
| 3/4" Meter | \$495.00                      |
| 1" Meter   | \$630.00                      |
| 1.5" Meter | \$875.00                      |
| 2.0" Meter | \$1,150.00                    |
| 2.5" <     | To be individually calculated |

\* Meter yokes, meter pits, meter domes, including lid and inner lid are the responsibility of the contractor. All items must be listed on the approved material list.

Meter Testing fee \$100.00

### Sec. 13-73. Water Tap and Raw Water Development Fee

Potable water tap fee:

Water Meter Size - In Town Rates

|        |             |
|--------|-------------|
| ≤ 3/4" | \$6,437.00  |
| 1"     | \$10,247.98 |
| 1.5"   | \$19,893.14 |
| 2"     | \$31,949.59 |
| 3"     | \$70,530.23 |

Water Meter Size - Out of Town Rates

|        |              |
|--------|--------------|
| ≤ 3/4" | \$9,655.50   |
| 1"     | \$15,371.97  |
| 1.5"   | \$29,839.71  |
| 2"     | \$47,924.39  |
| 3"     | \$105,795.35 |

Raw Water Development Fee:

|        |             |
|--------|-------------|
| ≤ 3/4" | \$5,441.96  |
| 1"     | \$9,251.32  |
| 1.5"   | \$17,958.45 |
| 2"     | \$28,842.37 |
| 3"     | \$63,670.88 |

Out of Town Rates:

|        |             |
|--------|-------------|
| ≤ 3/4" | \$8,162.94  |
| 1"     | \$13,876.98 |
| 1.5"   | \$26,937.68 |
| 2"     | \$43,263.56 |
| 3"     | \$95,506.32 |

### Sec. 13-75. Meter obstruction.

Meter obstruction fee (per incidence) \$100.00

# Town of Johnstown - Fee Schedule

Ext Item #10.

## Sec. 13-76. Disconnection of Service.

Service restoration fee \$40.00

## Sec. 13-77. Water service charges.

### Water Usage Rates:

#### Residential - Single Family Equivalent - In Town:

Base \$21.53

#### Volume charge is per thousand gallons:

Volume charge - 0 - 5,000 gallons \$3.00

Volume charge - 5,001 - 10,000 gallons \$3.45

Volume charge - 10,001 - 15,000 gallons \$3.97

Volume charge - 15,001 - 20,000 gallons \$4.56

Volume charge - 20,001 - 25,000 gallons \$5.25

Volume charge - >25,000 gallons \$6.03

#### Residential - Single Family Equivalent - Outside Town:

Base \$32.30

#### Volume charge is per thousand gallons:

Volume charge - 0 - 5,000 gallons \$4.50

Volume charge - 5,001 - 10,000 gallons \$5.18

Volume charge - 10,001 - 15,000 gallons \$5.95

Volume charge - 15,001 - 20,000 gallons \$6.84

Volume charge - 20,001 - 25,000 gallons \$7.87

Volume charge - >25,000 gallons \$9.05

#### Residential - Multi-Family - In Town:

Base (per dwelling unit) \$10.77

#### Volume charge is per thousand gallons:

Volume charge - 0 - 100,000 gallons \$3.00

Volume charge - 100,001 ≤ \$4.56

#### Residential - Multi-Family - Out of Town:

Base (per dwelling unit) \$16.15

#### Volume charge is per thousand gallons:

Volume charge - 0 - 100,000 gallons \$4.50

Volume charge - 100,001 ≤ \$6.84

#### Nonresidential/Commercial/Industrial - In Town:

#### By meter size:

#### Base

#### Usage

Commercial - 5/8" \$21.53 3.86/1000 gallons

Commercial - 1" \$36.60 3.86/1000 gallons

Commercial - 1.5" \$71.06 3.86/1000 gallons

Commercial - 2" \$114.12 3.86/1000 gallons

Commercial - 3" \$251.92 3.86/1000 gallons

Commercial - 4" \$452.17 3.86/1000 gallons

## Town of Johnstown - Fee Schedule

Exhibit  
Item #10.

### Nonresidential/Commercial/Industrial - Out of Town:

By meter size:

Base

Usage

|                   |          |                   |
|-------------------|----------|-------------------|
| Commercial - 5/8" | \$32.30  | 5.79/1000 gallons |
| Commercial - 1"   | \$54.90  | 5.79/1000 gallons |
| Commercial - 1.5" | \$106.59 | 5.79/1000 gallons |
| Commercial - 2"   | \$171.18 | 5.79/1000 gallons |
| Commercial - 3"   | \$377.88 | 5.79/1000 gallons |
| Commercial - 4"   | \$678.26 | 5.79/1000 gallons |

Raw water use - per 1000 gallons \$1.75

### **Sec. 13-78. Bulk potable water for construction.**

Bulk water \$11.00

### **Article V - Water Rights Dedication**

#### **Sec.13-122. Water court transfer fee.**

Court Fees (water rights decreed for municipal use):

|                                |           |
|--------------------------------|-----------|
| Consolidated Home Supply Ditch | \$150/SFE |
| Colorado Big Thompson          | \$0.00    |
| Other acceptable water rights  | \$150/SFE |

Court Fees (water rights not decreed for municipal use):

|                                |           |
|--------------------------------|-----------|
| Consolidated Home Supply Ditch | \$300/SFE |
| Colorado Big Thompson          | \$0.00    |
| Other acceptable water rights  | \$300/SFE |

### **Article VI - Water Conservation**

#### **Sec. 13-151. Levels of drought condition.**

New grass/sod watering permit \$50.00

#### **Sec. 13-153. Drought surcharge.**

Drought surcharge To be determined as needed.

### **ARTICLE VII Storm Water Utility**

#### **Sec. 13-173. Storm water fees**

|                                              |              |
|----------------------------------------------|--------------|
| System development charges                   | \$1,100/acre |
| Storm water management utility fee (monthly) | \$5.00/ERU   |

#### **Sec. 13-175. Administrative review; appeals process.**

Docket fee \$50.00

# Town of Johnstown - Fee Schedule

Ext Item #10.

## Chapter 15 - Annexation

**Sec. 15-4 Procedure prior to approval or denial of petition; approval or denial**  
Annexation filing fee

\$100.00

## Chapter 16 - Zoning

### ARTICLE V Amendments

#### **Sec 16-62 Procedure**

Amendment fee

\$25.00

### ARTICLE XX Sign Code

#### **Sec 16-363 Permit Requirements**

Sign Permit

Varies based on project valuation

## Chapter 17 - Subdivisions

### ARTICLE II Applicability of Regulations

#### **Sec. 17-13 Fees**

Preliminary Plat

\$500.00

Final Plat

\$500.00

Each filing

\$25.00

Recording Fee

Actual Cost

### ARTICLE IV Dedication and Reservation of Land

#### **Sec. 17-51 Dedication**

Park Fee

\$500.00/lot

### ARTICLE XII Impact Fees\*

#### **Sec. 17-224 Transportation Facilities Development Fee**

Residential:

Detached Housing

2,777.00

Attached Housing

2,363.00

Nonresidential Development by Type:

Retail

\$4.92/SF

Office

\$2.98/SF

Industrial/Other

\$1.92/SF

#### **Sec. 17-225 Parks and Recreation Facilities Development Fee**

Residential:

Single-family detached

1,194.00

All other dwelling units

1,016.00

# Town of Johnstown - Fee Schedule

Exhibit  
Item #10.

## Sec. 17-226 Public Facilities Development Fee

### Residential:

|                  |          |
|------------------|----------|
| Detached Housing | 1,589.00 |
| Attached Housing | 1,352.00 |

### Nonresidential Development by Type:

|                  |          |
|------------------|----------|
| Retail           | \$.74/SF |
| Office           | \$.74/SF |
| Industrial/Other | \$.74/SF |

## Sec. 17-227 Library Facilities Development Fee

### Residential:

|                          |          |
|--------------------------|----------|
| Single-family detached   | 1,148.00 |
| All other dwelling units | 977.00   |

## Sec. 17-228 Police Facilities Development Fee

### Residential:

|                  |        |
|------------------|--------|
| Detached Housing | 733.00 |
| Attached Housing | 624.00 |

### Nonresidential Development by Type:

|                  |          |
|------------------|----------|
| Retail           | \$.68/SF |
| Office           | \$.25/SF |
| Industrial/Other | \$.25/SF |

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

### Loveland Fire Rescue Authority

#### Residential

#### Fee Per Dwelling Unit

|               |        |
|---------------|--------|
| Single Family | 895.00 |
| Multi Family  | 622.00 |

#### Nonresidential

|                              |      |
|------------------------------|------|
| Commercial (per square foot) | 0.30 |
| Industrial (per square foot) | 0.03 |

### Front Range Fire Rescue Fire Protection District

#### Residential

#### Fee Per Dwelling Unit

|                             |          |
|-----------------------------|----------|
| Single Family or Two-Family | 1,087.00 |
| Multi Family                | 692.00   |

|                                  |      |
|----------------------------------|------|
| Nonresidential (per square foot) | 0.60 |
|----------------------------------|------|

## Sec. 17-247 Payment of Costs

### Site specific development plan based on external costs including:

|                             |              |
|-----------------------------|--------------|
| Development Review          | Actual costs |
| Publication and Printing    | Actual costs |
| Public Hearings & Reviewing | Actual costs |

# Town of Johnstown - Fee Schedule

Ext Item #10.

## Sec. 17-288 Administrative review; appeals

Docket fee

\$50.00

\* Impact fees are set by ordinance but for convenience have been included in this document.

## Building Permit Fees

### Sec. 18-121 Fees and Charges

IBC/IRC Building Permit Fee Table:

| Total Valuation<br>(in dollars) | Base<br>Fee | Additional fee (or fraction thereof) |
|---------------------------------|-------------|--------------------------------------|
| 1 - 500                         | 23.50       | 0                                    |
| 500 - 2,000                     | 23.50       | \$3.05 per \$100 of value            |
| 2,000 - 25,000                  | 69.25       | \$14.00 per \$1000 of value          |
| 25,000 - 50,000                 | 391.25      | \$10.10 per \$1000 of value          |
| 50,000 - 100,000                | 643.75      | \$7.00 per \$1000 of value           |
| 100,000 - 500,000               | 993.75      | \$5.60 per \$1000 of value           |
| 500,000 - 1,000,000             | 3,233.75    | \$4.75 per \$1000 of value           |
| 1,000,000 +                     | 5,608.75    | \$3.65 per \$1000 of value           |

### Building Plan Submittal/Review Fees:

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Non-residential                                    | 65% of Permit Fee |
| Residential                                        | 30% of Permit Fee |
| Residential - new home or new stock plan review    | \$500.00          |
| Residential - new stock home, basement, alteration | \$50.00           |
| Residential - addition, detached garage, shed, etc | \$100.00          |
| Residential - miscellaneous, deck, arbor           | \$20.00           |
| Plan resubmittal fee                               | \$50.00           |
| Cost of external consulting reviews                | Actual cost       |

### Electrical Fees:

|                                      |         |
|--------------------------------------|---------|
| Meter (temporary & permanent) - each | \$38.00 |
|--------------------------------------|---------|

Commercial, Solar & Non-living Residential spaces:

| Total Valuation<br>(in dollars) | Base<br>Fee | Additional fee (or fraction thereof) |
|---------------------------------|-------------|--------------------------------------|
| ≤ \$2,000                       | 77.00       | n/a                                  |
| ≥ \$2,000                       | 77.00       | \$6.00 per \$1000 of value           |

Residential Living Space:

| Total Valuation<br>(in square feet) | Base<br>Fee | Additional fee (or fraction thereof) |
|-------------------------------------|-------------|--------------------------------------|
| ≤ 1,000                             | 77.00       | n/a                                  |
| 1,001 - 1,500                       | 116.00      | n/a                                  |
| 1,501 - 2,000                       | 155.00      | n/a                                  |
| 2,001 +                             | 155.00      | \$6.00 per 100 square feet           |

Town of Johnstown - Fee Schedule

Ext  
Item #10.

Development and Other Fees:

Johnstown Use Tax 3.50%

Inspection & Miscellaneous Fees:

Backflow Preventer \$47.00  
Building Re-inspection, After Hours, Plan Resubmittal (per hour) \$47.00  
Electrical Re-inspection (per hour) \$50.00  
Temporary Certificate of Occupancy (6 month expiration) \$600.00



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** December 7, 2020

**SUBJECT:** Discussion Regarding Future Use of Letford Elementary School Property

**ACTION PROPOSED:** Discussion Purposes Only

**ATTACHMENTS:** 1. Correspondence Between RE-5J and Town of Johnstown

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

---

### AGENDA ITEM DESCRIPTION:

In early November 2020, the Weld RE-5J School District was successful in its ballot referendum proposing the issuance of bonds for construction of new school learning facilities. One of the facilities that is scheduled to be replaced with this bond approval is the Letford Elementary School. To support this initiative, the Town provided the property adjacent to the Clearview subdivision for the new elementary school replacement. The Town of Johnstown is scheduled to receive the Letford Elementary School property following its demolition and after the new facility is operational. Completion of the new school is expected not later than August 2022.

The Weld RE-5J recently approached us with a partnership opportunity that would entail making improvements to the existing playground at the Letford Elementary School recognizing that in 2022 the RE5J School District would vacate this property. This partnership makes sense as it could be a great starting point and epicenter for a successful regional park and repurposing of this property. Related to the playground, one of the key missions of the RE-5J School District, is to develop each playground as a National Demonstration Site. These playgrounds are all inclusive for play based on any physical condition, compliant with ADA requirements, and includes playful pathways, nature-based play, and outdoor fitness for adults and physical activity for children.

While we are currently in preliminary discussions as we look into the future and based on the proactive engagement of the Weld RE-5J School District, they have asked us if we have any interest in partnering on the playground construction project at the Letford Elementary School

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since we would own the site in about 2 years. An email with an overview of some ideas and thoughts that we would need to consider if we move forward, inclusive of if the Town has an interest in partnering on this project are attached to this memo. The estimated cost for the project is approximately \$700,000, that may be split equally between the two parties.

Representatives from the Weld RE5J School District may be in attendance during this evenings meeting to also answer any specific questions regarding the concept and the project as we look forward.

**LEGAL ADVICE:**

Not Applicable.

**FINANCIAL ADVICE:**

Not Applicable at This Time.

**RECOMMENDED ACTION:**

Discussion Purposed Only.

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*Reviewed and Approved for Presentation,*

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Town Manager

## Matt LeCerf

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**From:** Leslie Arnold <leslie.arnold@weldre5j.org>  
**Sent:** Tuesday, December 1, 2020 12:47 PM  
**To:** Gary Lebsack; Matt LeCerf  
**Subject:** Letford Playground  
**Attachments:** LES 1 mile radius map.pdf

Mayor Lebsack,

Here is some additional information about the potential partnership on the Letford ES playground. Let me know if you have any questions or need me to talk at your meeting tonight.

### GOAL:

My goal for every playground in our district, whether it is an ES, MS or a new HS, is to become a National Demonstration Site:

<https://www.gametime.com/news/the-national-demonstration-site-network>

National Demonstration sites include inclusive play (handicap accessible), playful pathways, nature-based play, outdoor fitness for adults, and physical activity for children.

You can see some examples on this website:

<https://www.gametime.com/projects>

The current Letford playground does not meet this criteria. It includes pea gravel (not ADA accessible for handicap children/adults); old equipment (safety issues); and not engaging equipment (metal slides). It also does not include a lot of benches, adult fitness equipment (that kids can use, too) and activities for every age of the community to engage in the outdoors.

### QUESTIONS FOR THE TOWN OF JOHNSTOWN TO THINK ABOUT/ANSWER/DISCUSS:

- Does the Town want to preserve the gym and / or cafeteria at the current Letford site?
- How much parking is needed for the new park?
- Size and type of playfields (looks like site could accommodate 2 play fields once the building is removed)
- Central Play area or 2 spaces?
- Town access/ improvements (currently no sidewalks, need connectivity from parking to play areas)
- Restroom facilities?
- Park program amenities (hard court play areas, play structures, gathering, garden, ballfields, etc)?

### TIMEFRAME and POTENTIAL COSTS:

We expect to open the new building in the fall of 2022. Demolition would start that summer/fall.

We may not have enough time to determine all of the above questions before this summer. Some other considerations and potential costs:

The existing playground area could work in the future, but it is separated from the parking for ADA and line of sight and may not be the best location long term. To develop the site with parking, sidewalks, playfields, playgrounds, picnic / gathering areas could easily run in the \$500k range. To preserve and reuse the gym / cafeteria would be another \$500k.

### IMPACT:

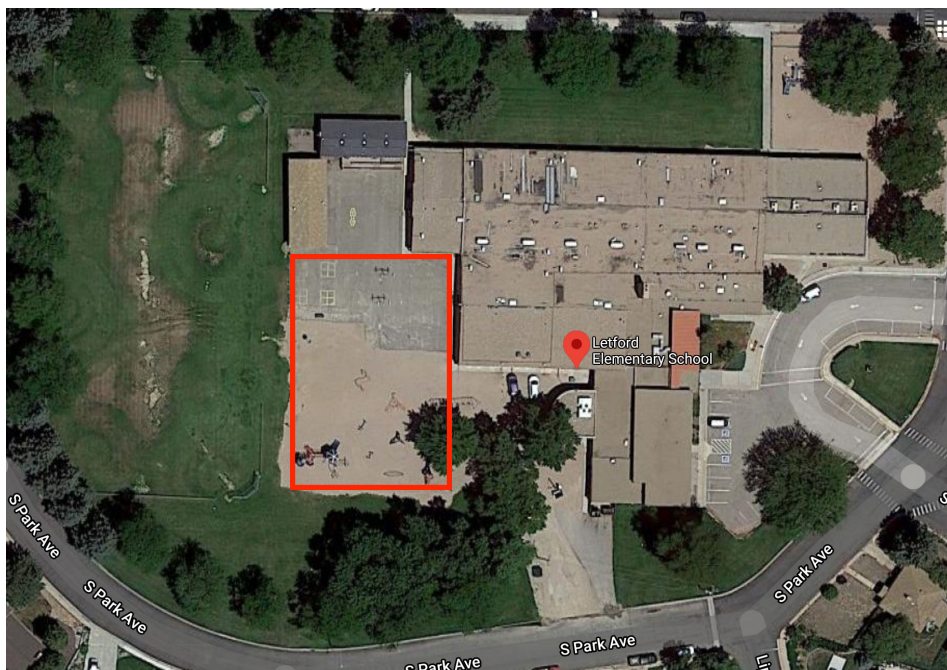
I ran an impact report of children living within a 1 mile radius of Letford and there are currently about 8 children in that radius from ages 3-17 (1 mile = walking distance). I've attached the impact map for your review.

I believe once the Town figures out how they want to use this property, we could see if there is something that could work for our students as well.

I'm attaching another concept from Twin Silo Park in FT Collins. I believe there used to be a silo on the Letford property and this may be fun!



Approximate location of upgrading the current Letford playground:



**Leslie Arnold**

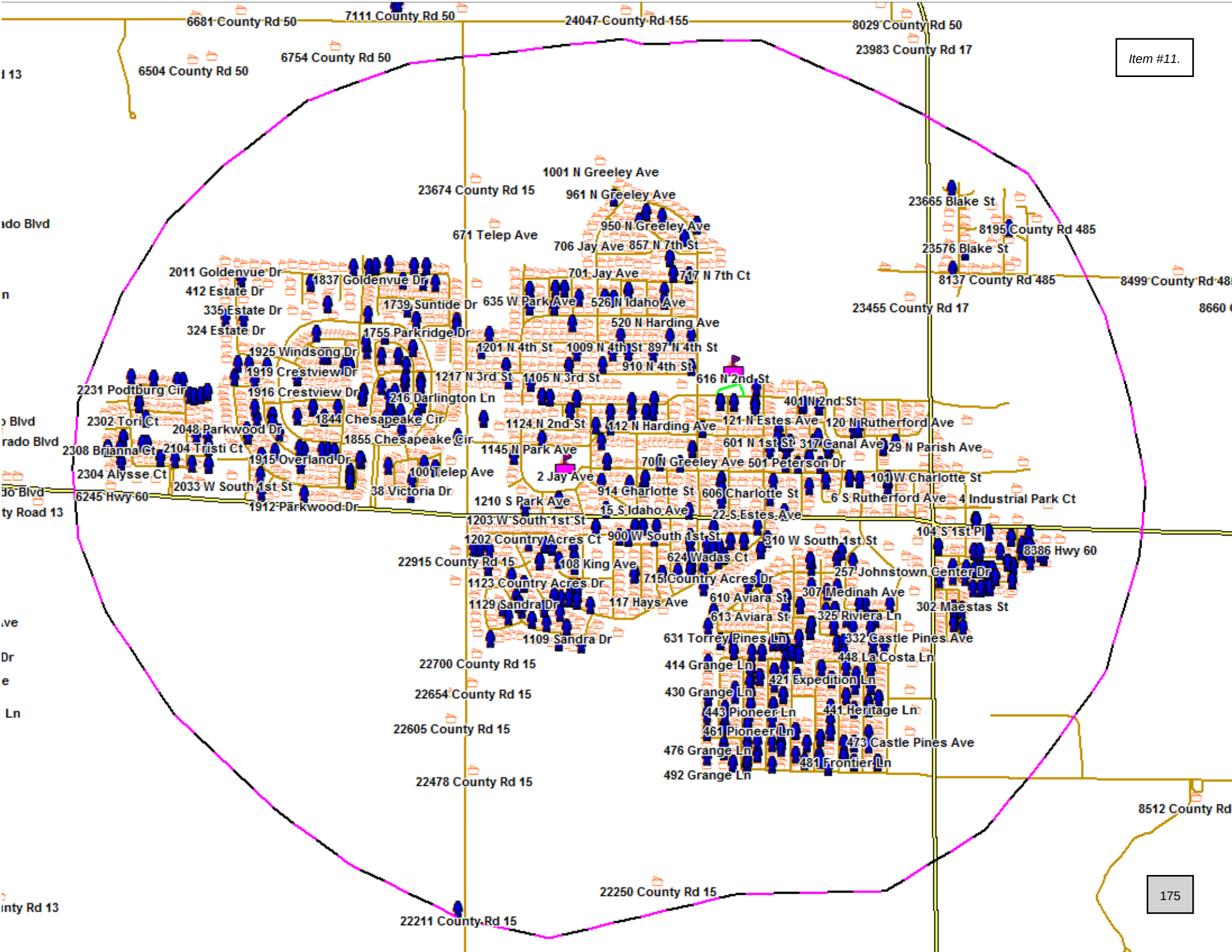
*Superintendent of Schools*

**Weld RE-5J**

110 S. Centennial Drive, Suite A  
Milliken, CO. 80543

970-587-6059





Item #11.



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** December 7, 2020

**SUBJECT:** Discussion Regarding Little Thompson Trail Project

**ACTION PROPOSED:** Potential Direction Related to the Trail Project

**ATTACHMENTS:** None

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

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### AGENDA ITEM DESCRIPTION:

In 2019, the Town was awarded a TAP grant funding for construction of a trail through the Northern Front Range MPO. The trail project is scheduled to run parallel on the south side of the Little Thompson River just north of Weld County Road 46.5 between Weld County Roads 17 and 19. As part of this project, the Town went through a competitive bid process and awarded the engineering design contract to Otak Inc. The firm has begun preliminary engineering design and through this process the Town has been made aware of several challenges as they relate to environmental compliance specifically through the Fish and Wildlife Services and the existence of Preble Jumping Mouse habitats.

As part of the preliminary evaluation, the engineer and the Fish and Wildlife Services (FWS) are very hesitant as to whether this trail segment will be permitted within the mouse habitat and the Town has been exploring other alternatives, including working with the adjacent property owner to acquire additional land. The adjacent land owner is willing to provide additional land to the Town for this project. The estimated amount of land, while not completely clear, is between approximately 7 acres based on where the trail segment meanders through the property. The property owner as part of the easement or part of the land they would provide, is asking for \$21,780 per acre of land needed. The estimated cost for this is approximately \$152,780. Regardless of the offer for the purchase, if the Town continues with the grant, this acquisition would need to go through the Uniform Relocation Act because it is under a CDOT project at this time.

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The Town Staff is in a challenging position right now, due to the facts that we do not know if the project would be permitted in the existing property that the Town owns adjacent to the River, and all of this work could be for nothing since FWS could still deny the right to construct the project in this area. At the same time, we are challenged by the estimated value that is being asked for by the property owner. What originally was expected to be a \$400,000 project is now escalating in price significantly and Town Staff is wanting to inquire with the Board about a general direction of this project which could reach well above \$600,000.

Staff briefed the Council on these challenges with respect to the environmental constraints during the budget work sessions. At that time, Council appeared to be leaning towards the direction of providing the grant money back to the Northern Front Range MPO. Staff wanted confirm that this was the direction that the Council wants to move. Also, Staff is asking Council for direction on if they desire to pursue the alternate routing that would include purchase of property from the adjacent property owner or abandoning the project entirely at this time.

Worth noting, there are roughly 20 - 25 acres that are bordered between WCR 46.5, the Little Thompson River to the North of it, and Weld County Road 19 to the East. Development of this property in the future may occur, and as part of that the developer would be required to install a sidewalk that would run parallel to 46.5.

The purposes of this agenda item are to gain some general direction and consensus from the Board which may include a motion regarding the return of funds to Northern Front Range MPO if desired, and if the Town desires to continue pursuing the alternate route of the trail segment.

**LEGAL ADVICE:**

Not Applicable.

**FINANCIAL ADVICE:**

The project which was expected to cost around \$400,000 has increased significantly due to environmental constraints.

**RECOMMENDED ACTION:**

This item is for discussion purposes at this time, but Council may at its discretion also provide direction to Staff if they feel they have enough information at this time.

---

***Reviewed and Approved for Presentation,***

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Town Manager





# Town of Johnstown

## INFORMATIONAL ITEMS ONLY

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These items are for Town Council information. Any of these items can be discussed if a Councilmember desires.

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# FRONT RANGE FIRE RESCUE

Item #15.

101 S. Irene Ave., Milliken, Co 80543 (970) 587-4464 [www.frfr.co](http://www.frfr.co)

## 2020 THIRD QUARTER

*Courage Compassion Professionalism*



## 2020 3rd Quarter in Review

1641 YTD Calls for Service  
138 YTD Existing Inspections  
37 YTD New Construction Inspections  
105 YTD Plan Reviews  
5,987 YTD Hours of Training





## FRONT RANGE FIRE RESCUE

*Proudly serving Johnstown, Milliken, along  
with unincorporated Larimer and Weld  
Counties for more than 100 years.*

**COURAGE**

**COMPASSION**

**PROFESSIONALISM**



Good Day!

The third quarter has been an eventful one here at FRFR. Besides our regular activity, our firefighters were extremely busy filling requests for wildland fires throughout Colorado. In fact, over the last few months, there have been fewer days where we didn't have someone deployed than when we did. From the Western Slope to Cameron Peak to Boulder County, to Estes Park, our firefighters and equipment were on the front lines each and every week. Some of these deployments were for 14 days straight. Others were short term "surge" requests for 72 hours. Managing the requests for help and balancing the available resources here in the district falls to our four battalion chiefs. They have done a fantastic job of leading our efforts.

While the current surge of COVID falls more into the fourth quarter, you should know that we are carefully monitoring the recent trends. As we have done all year, we remain vigilant and are using an abundance of caution in our approach to managing our response. The virus has hit close to home, and filling vacancies due to ill and quarantined firefighters have added to the day-to-day complexity of being operationally ready.

While I hope, as always, that you have a blessed holiday season, I also hope that you will use care in your family gatherings. There is little doubt that things will get better, but in the meantime, please be safe and careful. I continue to be grateful for our community's support.

Thank you!

Mike West

Fire Chief







# FRONT RANGE FIRE RESCUE

## 2020 THIRD QUARTER

*Courage Compassion Professionalism*

Item #15.

### OPERATIONS/TRAINING

In September we hired new Reserve Firefighter, Trevor Schuetz. Trevor began as a wildland firefighter for Big Thompson Canyon Volunteer Fire Department. Trevor continues to volunteer with BTCVF, who merged with Loveland Fire Rescue Authority a few years ago.

In between wildland deployments Trevor also attended the fire academy at Aims Community College. Outside of firefighting, he enjoys hunting, fishing, and golfing with friends. Trevor is a huge baseball fan and loves watching the Colorado Rockies.

Currently, he is working at SVI Trucks assembling pumps for all of the trucks that have water on them.



In July we had an engineer transfer to another fire department.

A promotional process was conducted and out of several qualified candidate Chris Frain was selected as Engineer. Chris has been with us since 2013.

After a six month interview and assessment process, three recruits were hired out of the 100 applicants. All three began in August and are now in the tenth week of their new hire academy with the Front Range Fire Consortium. All are expected to graduate in December.

We logged 1,665 hours of training during the third quarter. Department training completed during the third quarter included active threat response, four extrication training/tool demo sessions, low angle rescue, modern fire behavior classroom training, and live burns. We also hosted a wildland field day.

We provided instructors on the subject of Fire Officer II, Fire Instructor I, wildland, and air monitoring at local and regional classes





## **LIFE SAFETY DIVISION**

### **3rd Quarter**

|                                    | <b>TOTAL</b> |
|------------------------------------|--------------|
| <b>Car Seat Service</b>            | <b>18</b>    |
| <b>Blood Pressure Checks</b>       | <b>3</b>     |
| <b>Station Tour/Apparatus Demo</b> | <b>31</b>    |
| <b>Education Sessions</b>          | <b>4</b>     |
| <b>Other Outreach Efforts</b>      | <b>13</b>    |
| <b>TOTAL YTD PROGRAMS</b>          | <b>69</b>    |
| <b>TOTAL YTD HOURS</b>             | <b>93</b>    |
| <b>TOTAL YTD CONTACTS</b>          | <b>1162</b>  |



### **Rural Address Signs**

It is critically important that first responders (fire, EMS, law enforcement) can find you after you call 911 for an emergency. Ensuring that your home address is clearly and visibly posted along the street is the easiest and best way to help us find you. If your address is not easy to see, we can help. Contact Inspector Nakata to request a rural address sign. These signs are free, but we greatly appreciate any donations to help support this critical program.

### **Significant incidents his Quarter:**

August 1st - 2018 International Fire Code now in place in Town of Milliken. All of FRFR's district is now within the 2018 IFC

August 12th, FRFR responded, along with Evans and LaSalle fire protection districts, to a reported commercial structure fire in the Arrowhead subdivision. The fire was actually a ground-cover fire that caused minor damage to a small out-building. Inspector Nakata investigated the fire and determined it was caused by the property owner burning weeds. No burn permit had been issued by the County.

August 13th, FRFR responded, along with Loveland and Berthoud fire departments, to a residential structure fire on Overland Drive, near FRFR Station #1. Fire was contained to a detached deck and fence in the rear of the home. Inspector Nakata investigated the fire and determined it was caused by an improperly installed pool heater.

August 17th, FRFR responded, along with Loveland and Berthoud fire departments, to a residential structure fire in the Clearview neighborhood. Fire was contained to an exterior deck with minor extension into the structure. Inspector Nakata and Chief Drage investigated the fire and determined it was caused by improperly discarded smoking materials. Cigarettes had been disposed of a small plastic container with potting soil in it.

**Fire Extinguisher Training was conducted for Milliken Animal Center.**





# OUR RESPONDERS IN ACTION



## Connect with FRFR on Social Media



Frfr.co



@fronrangefirerescue



Frfrfireprotectiondistrict



FRFRDistrict



front-range-fire-rescue-1?  
init\_source=copy\_link\_share



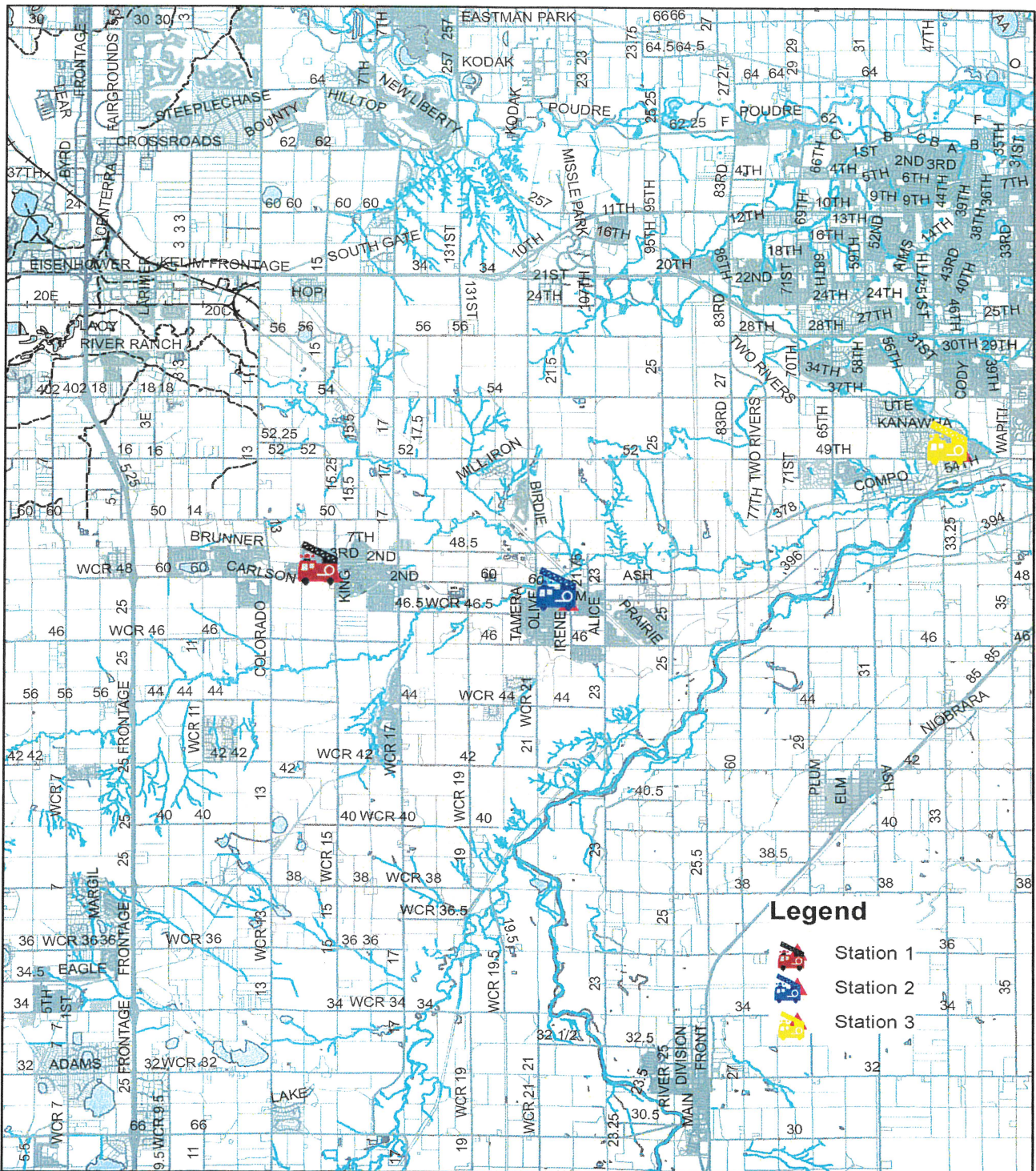
www.pinterest.com/FRFR2015/

Interested in having the Fire Department tour? Call 970.587.4464 or Email [info@frfr.co](mailto:info@frfr.co) to set up a visit.



# Front Range Fire Rescue Fire Protection District

Item #15.



## Who to call:

**For any emergency call 911 FIRST!**

**Questions about permits, plans, or school visits, Chief Ty Drage, 970.587.4464**

**Car Seat check or install , admin office 970.587.4464**

**Set up a station tour or Ride along, admin office 970.587.4464**

**For any other questions call our admin office 970.587.4464**





# Town of Johnstown

## USE BY SPECIAL REVIEW PERMIT APPROVAL

**APPLICANT/DEVELOPER:** Kerr-McGee Oil & Gas Onshore LP

**REPRESENTATIVE** Tracy Colling, Kerr-McGee  
[Tracy\\_Colling@Oxy.com](mailto:Tracy_Colling@Oxy.com)

**FROM:** Town of Johnstown, Colorado  
Matt LeCerf, Town Manager

**DATE:** November 19, 2020

**RE:** **S&B Oil & Gas Site, 301 E. I-25 Frontage Rd. – *Approval with Conditions* (Planning Case #USR19-0003) & S&B 5-11HZ Approved 2A – Document #402261082**

Per the Oil & Gas Operator Agreement between Kerr-McGee Oil & Gas Onshore LP and the Town of Johnstown, dated December 16, 2019, and authorized by Town Council via Resolution 2019-31, Kerr-McGee may apply for three (3) Use By Special Review (USR) permits for oil & gas extraction facilities within the Town. Said facilities are administrative approvals per this agreement, subject to compliance with all applicable codes and regulations, and approvable by the Town Manager.

In accordance with the Johnstown Municipal Code and the Johnstown Comprehensive Plan, the Town has reviewed the S&B USR and accompanying documents as referenced above. All comments and redlines have been addressed during the review process and your final construction drawings, Site Development Plan, and reports have been reviewed by the Town of Johnstown.

### Findings

1. The applicant, Kerr-McGee Oil & Gas Onshore LP, desires to construct an oil & gas extraction pad and related appurtenances at 301 E. I-25 Frontage Rd. in the Town of Johnstown.
2. The facility proposes twenty-three (23) horizontal well heads and two (2) facility pads.
3. The proposed facilities are within the scope of the operator agreement.
4. The facility will be appropriately screened and visual impacts mitigated to the degree reasonably possible.
5. Approvals will be obtained from Front Range Fire Rescue relating to emergency access and response prior to construction.

The Community That Cares

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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



6. Haul routes have been reviewed and approved by Town of Johnstown Public Works. These are the exclusive routes for this specific project and use of alternative routes is not permitted without written approval by the Town.
7. All development plans have been reviewed and approved by Town Staff and the Town Engineer to meet all applicable review criteria and Town development standards.
8. The conditions imposed by the Town of Johnstown are not unreasonable, per the operator agreement.

**Conditions of Approval**

1. The Operator must maintain ongoing compliance and comply with all terms of the existing Operator Agreement.
2. A Roadway Maintenance Agreement must be fully executed between the Town of Johnstown and the Developer of this site prior to commencing construction.
3. Applicant/Developer must submit to the Town written verification from CDOT of continual access to the frontage road and CR 46, as illustrated in the Haul Route, until such time as an alternate access is provided to the site. Acceptance of this written verification is attached to this determination.
4. The access referenced in Section 3 of this heading shall provide emergency access approved by Front Range Fire & Rescue Fire Protection District. At such time in the future that CDOT may restrict or remove reasonable access from the I-25 frontage road, alternative access meeting all requirements of the Town and Fire District shall be constructed to High Plains Boulevard, or other reasonable alternative in order to maintain continuous emergency access to the site.
5. Final construction documents for all development improvements (accesses, drainage facilities, etc.) shall be submitted to the Town, and be reviewed/approved by the Town prior to construction.
6. The Applicant/Developer shall provide to the Planning and Development Department two (2) sets of final, stamped full-size hard copies of both USR plans and Construction Drawings incorporating all changes, amendments, and conditions to the plans that resulted from the review processes.
7. Construction must follow the plans as approved by the Town of Johnstown. Any updates, changes or modifications to said plans must be submitted to the Town of Johnstown for review and approval prior to construction or installation.
8. Building permits shall be obtained for all equipment on site, as required, as well as all development impact fees paid at the time of said permit issuance.

9. The Town shall conduct an inspection of this site once all phases of construction are complete. It shall be the responsibility of the applicant/developer to contact the Planning and Development Department to schedule said inspection with at least 72 hours' notice. Certificates of Occupancy are dependent upon all elements of the development being completed, per approved plans. Said inspection shall be scheduled at the discretion of the Town.
10. Within thirty (30) days of the completion of construction of the full project, the applicant/developer shall provide the Town with one (1) set of as-built drawings for this site, in electronic and hard copy form.
11. Within thirty (30) days the Applicant/Developer shall dedicate all rights of way, utility easements, and temporary construction easements necessary for the I-25 Corridor Project Improvements upon the Anadarko E&P Onshore LLC Property located near the SW corner of SH 60 and I-25 in Johnstown more specifically, Part of the NW/4 Section 11, T4N, R68W. The associated exhibits are attached and a portion may have already been dedicated to the Town.

Therefore, it is found that the proposed oil & gas extraction facility, located at 310 E. I-25 FRONTAGE ROAD, Johnstown, Colorado, is approved by the Town, and

Per the Operator Agreement (2019), this USR meets the requirements for administrative approval by the Town Manager, subject to the conditions listed in this Memorandum,

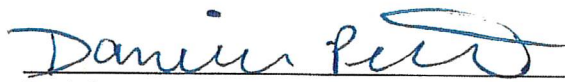
And is hereby Approved with Conditions:

Signed:

  
Matt LeCerf, Town Manager

Date: 11/30/2020

**Acknowledgement to this Approval and Compliance  
With the Conditions:**

  
Danielle E. Piernot, Director of Regulatory Affairs  
Attorney-in-Fact for Kerr-McGee Oil & Gas Onshore LP

Date: 11/25/2020



Region 4  
10601 W 10<sup>th</sup> Street  
Greeley, CO 80634

November 17, 2020

Anadarko E&P Onshore LLC  
1099 18<sup>th</sup> Street, Suite 1800  
Denver, CO 80202  
Attn: Danielle Piernot, Director Regulatory Affairs

**Subject: Access for Anadarko E&P Onshore LLC Property located near the SW corner of SH 60 and I-25 in Johnstown more specifically, Part of the NW/4 Section 11 T4N R68W**

Dear Ms. Piernot

CDOT provides assurance to Kerr-McGee Oil & Gas Onshore LP (KMOG) and Anadarko E&P Onshore LLC (AEP), collectively (Anadarko), that the above-mentioned property will have continuous access during the construction of the I-25 North: Berthoud to Johnstown Project (Project). Additionally, after construction is complete, Utility Road access will be maintained to the property on the same alignment as the current frontage road until High Plains Boulevard is constructed under Johnstown's jurisdiction and direction. Per CDOT access code, CDOT is mandated to ensure no property is "land locked" and at least one access shall be granted when a roadway configuration changes. The Utility Road will be maintained at a sufficient size and width for Anadarko to access the AEP property until new access is provided as set forth below.

Construction has commenced on the Project and involves widening I-25 from Berthoud to Johnstown, reconstructing 12 bridges, and fully reconstructing the SH 56 and SH 60 interchanges. Various construction activities exist around the SH 60 interchange including utility relocations, structure work, and roadway expansion and tie-in work. Therefore, it is difficult to detail the exact dates that various work will occur adjacent to the AEP property, but generally the expectation is that more involved work may happen between February 2021 through November 2023. During this time, Anadarko will be provided continuous access to the property along the current frontage road alignment from WCR 46 and/or SH 60 with minimal or no delay. CDOT can commit to strong coordination occurring between field staff and assigned Anadarko representatives.

Upon completion of the Project, the current frontage road will transition to a Utility Road for property owners and utility companies due to safety improvement upgrades associated with the SH 60 Diverging Diamond Interchange. Minimal regional and local traffic will use the Utility Road so traffic volumes will significantly decrease from current frontage road traffic numbers. The Utility Road will be maintained by CDOT at a 24-foot width, with limited reductions to a minimum of 16-feet for discrete areas where highway road embankments may widen into the current-day alignment. The Utility Road alignment and width are generally shown on the attached Alignment Plan, Exhibit 1, and allow full access for all vehicles and trucks to WCR 46 and right in/right out access on to SH 60 for passenger vehicles.

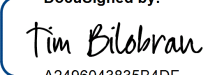
Additionally, an intergovernmental agreement (IGA) was executed on August 26, 2020 detailing the alignment and support for High Plains Boulevard that will traverse north/south adjacent to AEP property's eastern property line. This road is local agency governed and Johnstown's responsibility to



construct at an unknown time in the future. When High Plains Blvd is constructed and a crossing is required at the Great Western Railroad (GWRR) tracks south adjacent to the AEP property, Anadarko access will transition from the access road to High Plains Boulevard. Due to GWRR policy, a new track crossing can only occur if an old track crossing is deleted, therefore, the utility access crossing will be removed and the new crossing will be located at High Plains Boulevard. The transition of access responsibilities for the AEP property from CDOT (provided through the Utility Road) to Johnstown (provided by High Plains Boulevard) will be documented in an IGA between CDOT and Johnstown.

Again, access will always be maintained to the AEP property. Please let me know if CDOT can provide any more information related to access or project details. CDOT looks forward to continuing to work with KMOG through the construction and production of the S&B 5-11HZ Wells and Production Facility pad.

Sincerely,

DocuSigned by:  
  
 A2496043835B4DF...  
 11/17/2020 | 5:16 PM MST

Tim Bilobran  
 Permits Manager  
 CDOT Region 4

Abra Geissler  
  
 Digitally signed by Abra  
 Geissler  
 Date: 2020.11.17  
 17:07:19 -07'00'

Abra Geissler, P.E.  
 CDOT Project Director  
 I-25 North Berthoud to Johnstown

Enclosure: Exhibit 1 - Alignment Plan

CC: Matt LeCerf, Johnstown Administrator  
 Kim Meyer, Johnstown Planning and Development Director





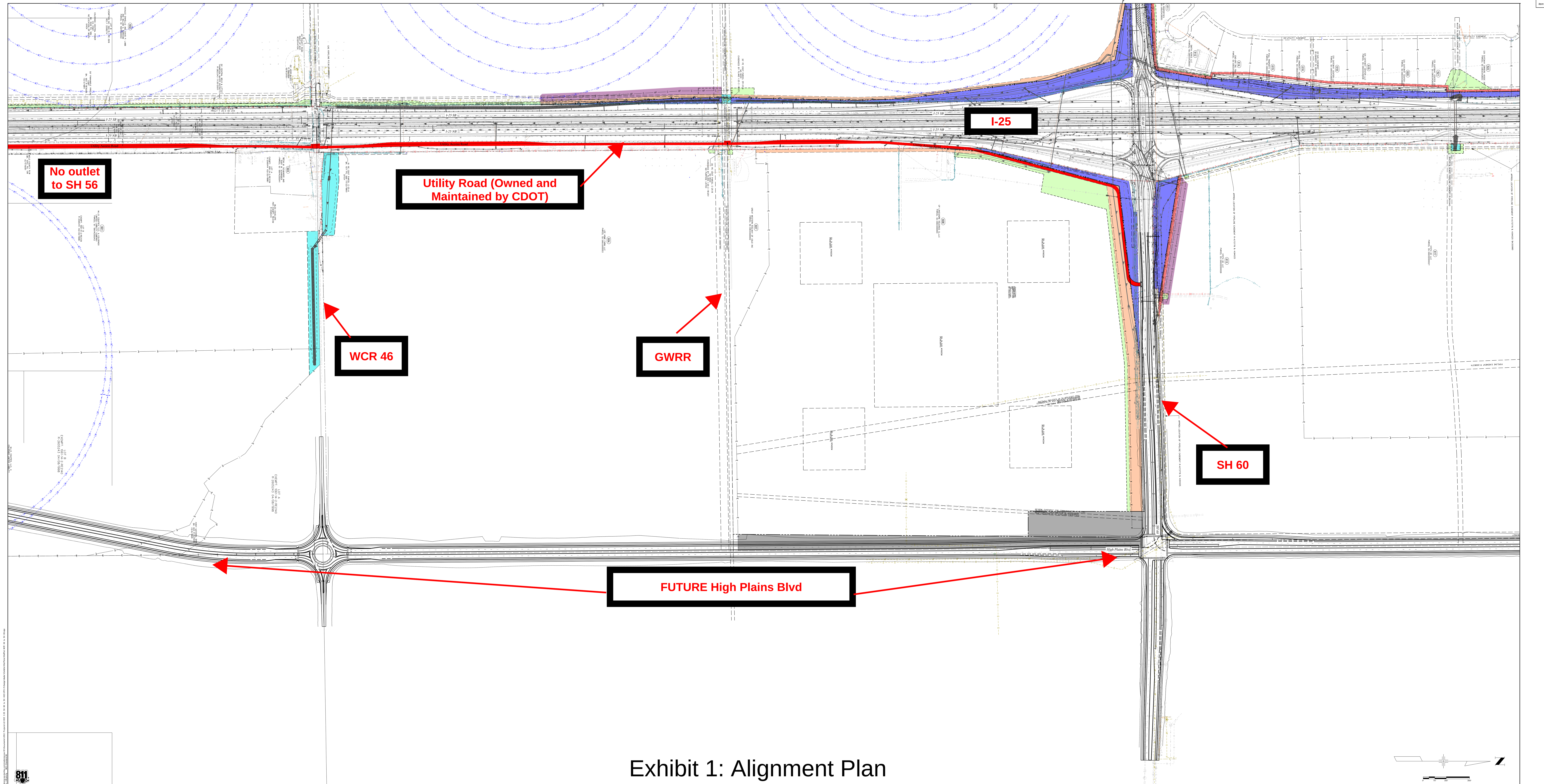
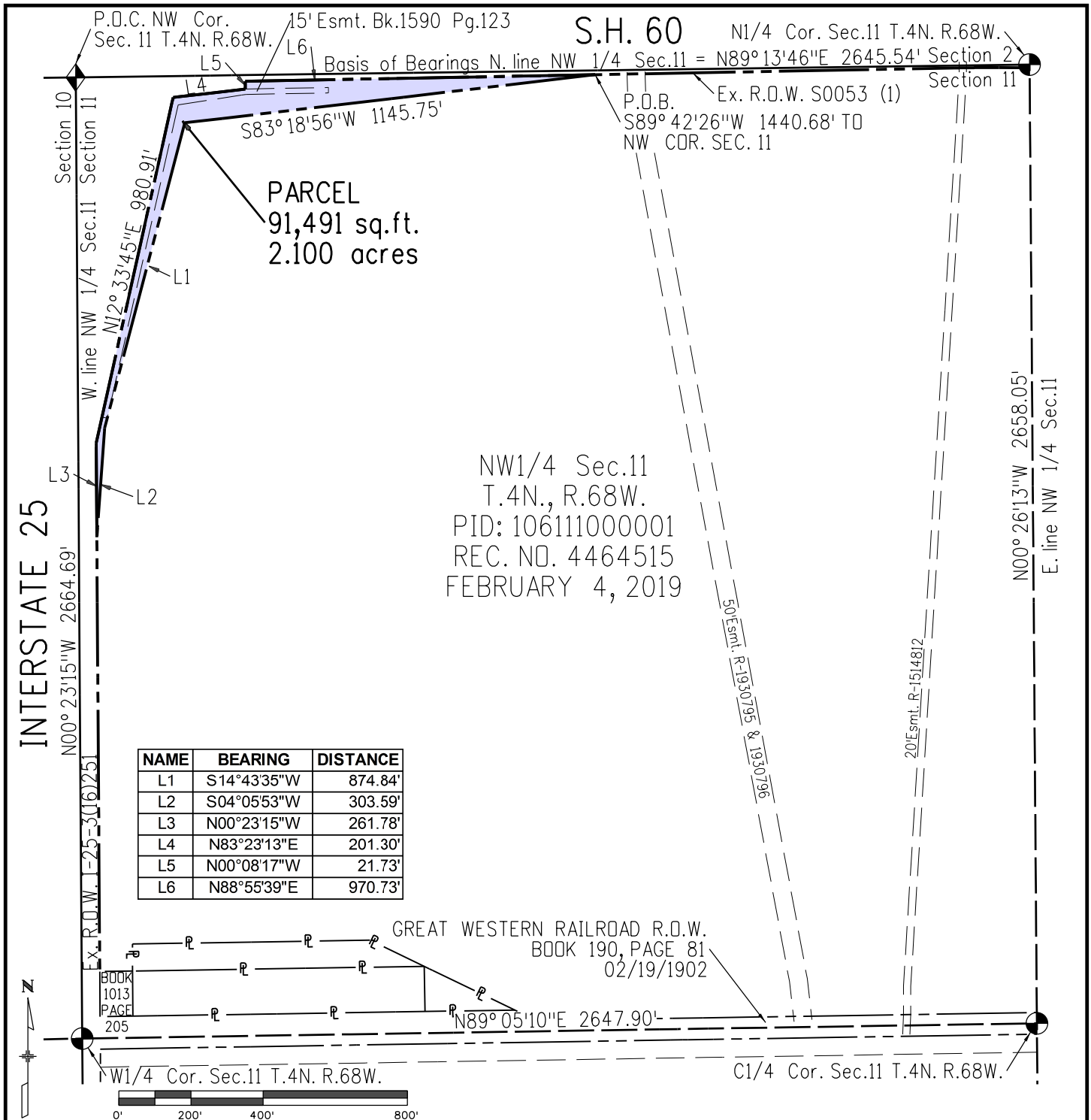


Exhibit 1: Alignment Plan



## EXHIBIT A



JACOBS PROJECT NO. WVXX4100

CLIENT PROJECT NO. .

REVISION DESCRIPTION .

DRAWN jam DATE 06/29/2020 SCALE 1"=400'

**JACOBS**9191 S. Jamaica Street, Englewood CO 80112  
(303) 820-5240 Fax (303) 820-5298

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

## PARCEL EXHIBIT

TITLE:

NW1/4 Section 11 T.4N, R.68W 6th PM  
Town of Johnstown, Weld County, Colorado

REVISION:

DRAWING NO.

SHEET NO.

22831 RDW AP-608-EXHIBIT.dgn

1

**EXHIBIT "A"**  
**Date: June 29, 2020**

**LEGAL DESCRIPTION**

A parcel of land lying in the NW 1/4 of Section 11, Township 4 North, Range 68 West of the 6th P.M., being a portion of that certain parcel of land described in Special Warranty Deed recorded at Reception No. 4464515, on February 04, 2019, in the Weld County Clerk and Recorder's office, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 11 (a found 2-1/2" aluminum cap stamped "POWERS ELEVATION CO INC 68W 3 2 10 11 4N LS 23501");  
 WHENCE the North Quarter Corner of said Section 11 (a 2-1/2" aluminum cap stamped "TST 1995 S2 S11 T4N R68W PLS 14166") bears N89°13'46"E a distance of 2645.54 feet; (Basis of Bearings – Colorado State Plane North Zone (501) NAD83 (2007));  
 THENCE N89°42'26"E a distance of 1440.68 feet to the southerly Right-of-Way line of State Highway 60 as described on Colorado Department of Transportation Right-of-Way plans, Project No. S0053 (1) and the POINT OF BEGINNING;

THENCE S83°18'56"W, a distance of 1145.75 feet;  
 THENCE S14°43'35"W, a distance of 874.84 feet;  
 THENCE S04°05'53"W, a distance of 303.59 feet to the easterly Right-of-Way line of Interstate 25 as described on Colorado Department of Transportation Right-of-Way plans, Project No. FAP I 25-3 (16) 251;

THENCE the following four (4) courses coincident with said westerly Right-of-Way line;

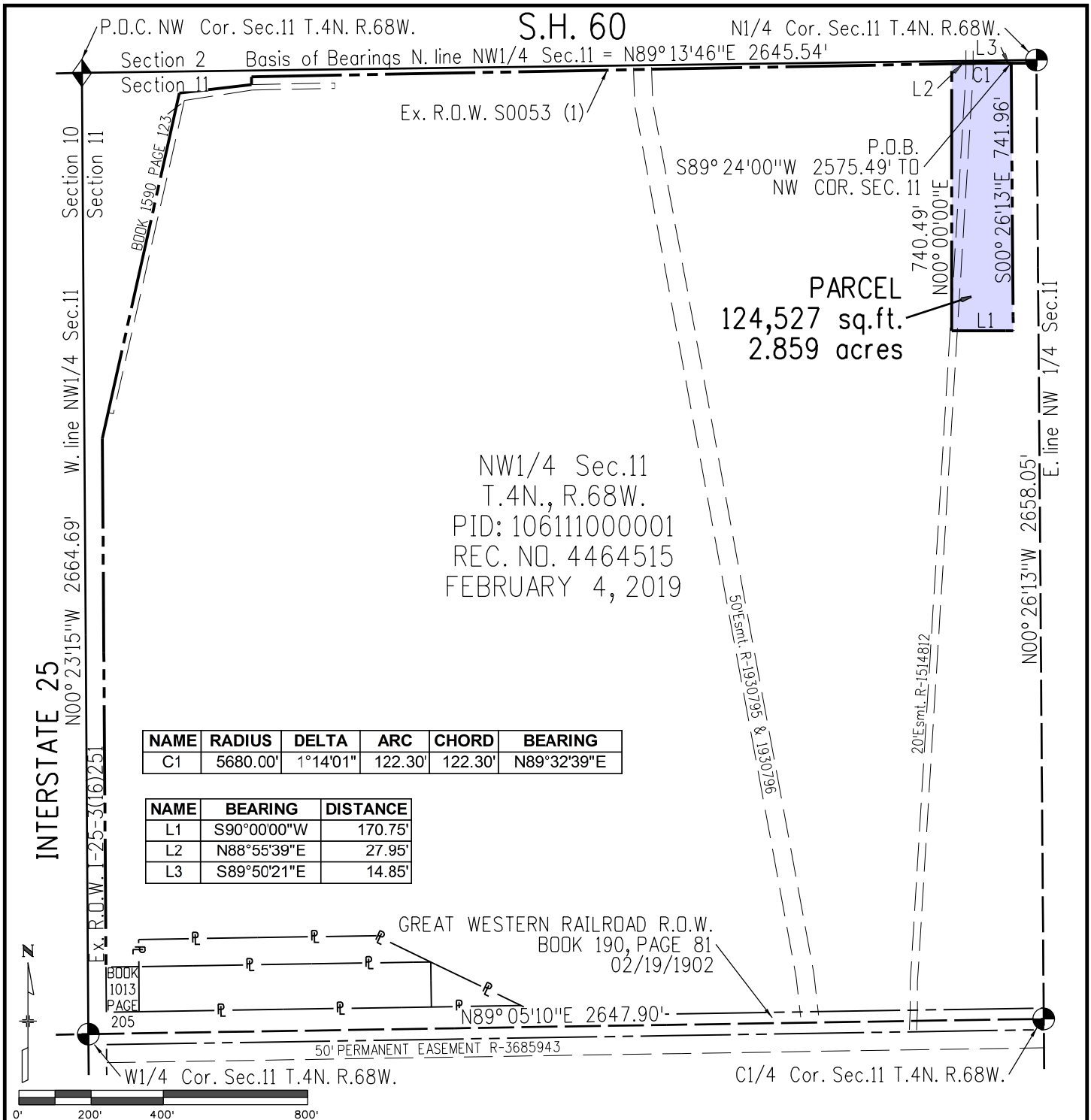
1. N00°23'15"W, a distance of 261.78 feet;
2. N12°33'45"E, a distance of 980.91 feet;
3. N83°23'13"E, a distance of 201.30 feet;
4. N00°08'17"W, a distance of 21.73 feet to said southerly Right-of-Way line of State Highway 60;

THENCE N88°55'39"E, coincident with said southerly Right-of-Way line, a distance of 970.73 feet to the POINT OF BEGINNING.

The above described parcel contains 91,491 square feet, (2.100 acres), more or less.

Prepared by:  
 Robert A. Boehm, PLS 34992  
 For and on behalf of Jacobs Engineering Group Inc.  
 9191 S. Jamaica Street  
 Englewood, CO 80112  
 Robert.Boehm@jacobs.com

## EXHIBIT A



JACOBS PROJECT NO. WVXX4100

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DRAWN jam DATE 06/29/2020 SCALE 1"=400'

**JACOBS®**1911 S. Jamaica Street, Englewood CO 80112  
(303) 820-5240 Fax (303) 820-5298

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Town of Johnstown, Weld County, Colorado

REVISION:

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DRAWING NO.

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SHEET NO.

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 WHENCE the North Quarter Corner of said Section 11 (a 2-1/2" aluminum cap stamped "TST 1995 S2 S11 T4N R68W PLS 14166") bears N89°13'46"E a distance of 2645.54 feet; (Basis of Bearings – Colorado State Plane North Zone (501) NAD83 (2007));  
 THENCE N89°24'00"E, a distance of 2,575.49 feet to the southerly Right-of-Way line of State Highway 60 as described on Colorado Department of Transportation Right- of-Way plans, Project No. S0053 (1) and the POINT OF BEGINNING;

THENCE S00°26'13"E, parallel with and 70 feet westerly of the easterly line of said Northwest Quarter of Section 11, a distance of 741.96 feet;

THENCE S90°00'00"W, a distance of 170.75 feet;

THENCE N00°00'00"E, a distance of 740.49 feet to said southerly Right-of-Way line;

THENCE the following three (3) courses coincident with said southerly Right-of-Way line;

1. N88°55'39"E, a distance of 27.95 feet;
2. Along the arc of a curve to the right, a radius of 5,680.00 feet, a central angle of 01°14'01", a distance of 122.30 feet, (a chord bearing N89°32'39"E, a distance of 122.30 feet);
3. S89°50'21"E, a distance of 14.85 feet to the POINT OF BEGINNING.

The above described parcel contains 124,527 sq. ft. (2.859 acres), more or less.

Prepared by:

Robert A. Boehm, PLS 34992

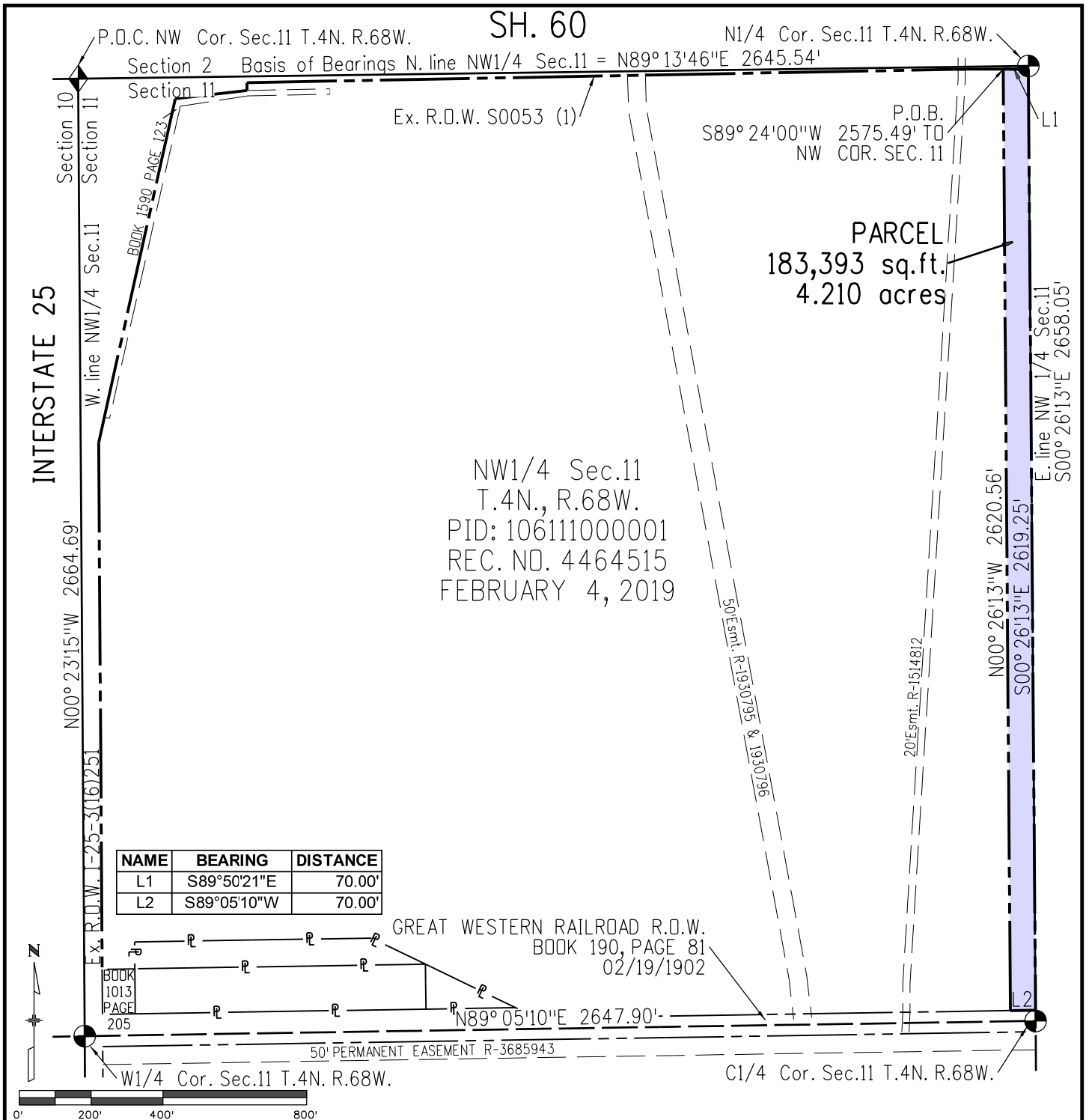
For and on behalf of Jacobs Engineering Group Inc.

9191 S. Jamaica Street

Englewood, CO 80112

Robert.Boehm@jacobs.com

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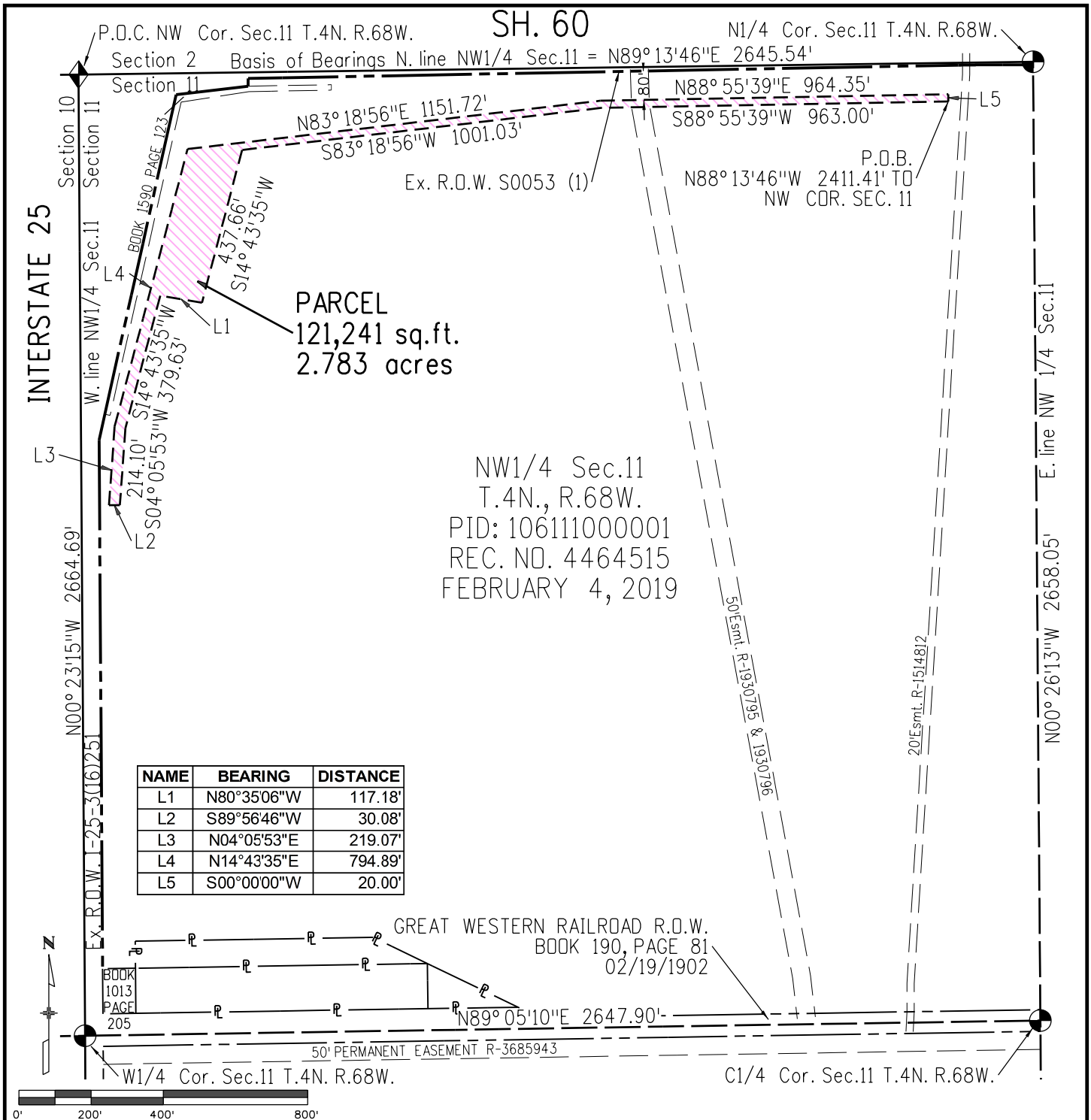
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 THENCE N89°24'00"E, a distance of 2,575.49 feet to the southerly Right-of-Way line of State Highway 60 as described on Colorado Department of Transportation Right- of-Way plans, Project No. S0053 (1) and the POINT OF BEGINNING;

THENCE S89°50'21"E, coincident with said southerly Right-of-Way line, a distance of 70.00 feet to the easterly line of said Northwest Quarter of Section 11;  
 THENCE S00°26'13"E, coincident with said easterly line, a distance of 2,619.25 feet to the northerly Right-of-Way line of Great Western Railroad as described in Book 190, Page 81, recorded on February 19, 1902 in said Clerk and Recorder's Office;  
 THENCE S89°05'10"W, coincident with said northerly Right-of-Way line, a distance of 70.00 feet;  
 THENCE N00°26'13"W, parallel with and 70 feet westerly of said easterly line, a distance of 2,620.56 feet to the POINT OF BEGINNING.

The above described parcel contains 183,393 sq. ft. (4.210 acres), more or less.

Prepared by:  
 Robert A. Boehm, PLS 34992  
 For and on behalf of Jacobs Engineering Group Inc.  
 9191 S. Jamaica Street  
 Englewood, CO 80112  
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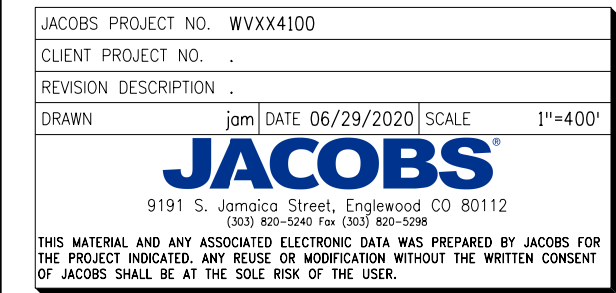
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 THENCE S88°13'46"E, a distance of 2,411.41 feet to the POINT OF BEGINNING;

Thence S88°55'39"W, a distance of 963.00 feet;  
 Thence S83°18'56"W, a distance of 1,001.03 feet;  
 Thence S14°43'35"W, a distance of 437.66 feet;  
 Thence N80°35'06"W, a distance of 117.18 feet;  
 Thence S14°43'35"W, a distance of 379.63 feet;  
 Thence S04°05'53"W, a distance of 214.10 feet;  
 Thence S89°56'46"W, a distance of 30.08 feet;  
 Thence N04°05'53"E, a distance of 219.07 feet;  
 Thence N14°43'35"E, a distance of 794.89 feet;  
 Thence N83°18'56"E, a distance of 1,151.72 feet;  
 Thence N88°55'39"E, a distance of 964.35 feet;  
 Thence S00°00'00"W, a distance of 20.00 feet to the POINT OF BEGINNING.

The above described parcel contains 121,241 sq. ft. (2.783 acres), more or less.

Prepared by:  
 Robert A. Boehm, PLS 34992  
 For and on behalf of Jacobs Engineering Group Inc.  
 9191 S. Jamaica Street  
 Englewood, CO 80112  
 Robert.Boehm@jacobs.com



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 THENCE N89°42'26"E, a distance of 1,440.68 feet to the southerly Right-of-Way line of State Highway 60 as described on Colorado Department of Transportation Right- of-Way plans, Project No. S0053 (1) and the POINT OF BEGINNING;

Thence N88°55'39"E, coincident with said southerly Right-of-Way line, a distance of 969.77 feet;  
 Thence S00°00'00"W, a distance of 80.01 feet;  
 Thence S88°55'39" W, parallel with said southerly Right-of-Way line, a distance of 964.35 feet;  
 Thence S83°18'56"W, a distance of 1,151.72 feet;  
 Thence S14°43'35"W, a distance of 794.89 feet;  
 Thence S04°05'53"W, a distance of 300.95 feet;  
 Thence S00°23'15"E, a distance of 1,202.97 feet to the northerly line of a parcel of land described at Book 1013, Page 205, recoded on July 20, 1937 in said Clerk and Recorder's Office;  
 Thence S89°05'10"W, coincident with said northerly line, a distance of 20.00 feet to the easterly Right-of-Way line of Interstate 25 as described on Colorado Department of Transportation Right-of-Way plans, Project No. FAP I 25-3 (16) 251;  
 Thence N00°23'15"W, coincident with said easterly Right-of-Way line, a distance of 1,203.93 feet;  
 Thence N04°05'53"E, a distance of 303.59 feet;  
 Thence N14°43'35"E, a distance of 874.84 feet;  
 Thence N83°18'56"E, a distance of 1,145.75 feet to the POINT OF BEGINNING.

The above described parcel contains 216,075 sq. ft. (4.960 acres), more or less.

Prepared by:  
 Robert A. Boehm, PLS 34992  
 For and on behalf of Jacobs Engineering Group Inc.  
 9191 S. Jamaica Street  
 Englewood, CO 80112  
 Robert.Boehm@jacobs.com

# Johnstown Community YMCA Report

## Membership

- Interviewed, hired and trained 10 front desk staff members.
- Sold 852 memberships during the pre-sale period (May 18 to June 1)
- Worked with Johnstown Senior Staff to create a fun and welcoming environment for staff, visitors, and members.
- Opened the Johnstown Community YMCA to the public on June 8.
- Continued selling memberships on a consistent basis, with an active total of memberships near 1700. Sold 78 memberships during the most recent membership sale (October 18 to October 31).
- Have started to work with marketing on getting programs going in Johnstown, posting information on Facebook and working with community groups and members.
- Membership team has accomplished all of this during a pandemic

## Fitness/Wellness/Health

- \$16,000 plus in Personal Training sales
- Body-Pump Launch with over 30 participants on the sports field
- Lil Dancers Began Oct. 5th with 7 students enrolled.
- Over 60 Group Exercise classes a week.
- Staff have built solid relationships in the Johnstown community.
- Hosted a community Memorial 5k Race for Laura Schumacher who passed away this fall.
- NCMC hosted a Stroke Prevention Course for our patrons.
- Over 130 Fast Starts started in the month of 66October.
- 25 Wellness Coaches, Personal Trainers, and Group Exercise Instructors hired.

## Aquatics

- Over \$30,000 in revenue from swim lesson classes.
- 15 Babies graduated from infant swim lessons.
- Swim team developed serving over 80 youth
- Water fitness classes continue to be a great success.
- Family and Open swims have been well received.
- Over 30 lifeguards were hired this year
- Literacy and swim safety program is being started with the Johnstown Library and the YMCA.

## Preschool

- Over 80 children participated with the preschool this fall.
- Preschool students all participated in water safety.
- A well-rounded licensed program was created for the community.



**Child Watch**

- Program started this fall and has received excellent reviews from families having their children involved.
- A full range of activities and crafts have been offered each day.

**Sports**

- Clinics and programs in Volleyball, basketball, flag football and soccer were offered to the community
- Training sessions were installed for each sport.

**Business Office**

- Over 163 children have registered in school age programs
- There have been over 30 community rentals and many are reoccurring rentals.

**Community Programs**

- YMCA programs are in 3 schools in the Johnstown/Milliken area.
- Special youth programs at the YMCA facility to support education in the schools this fall
- School Days Off Camps planned through the year, with swimming, active play, arts & crafts, and STEM when children are not in school.
- The YMCA and Weld RE-5J school district have partnered this year to provide Remote Learning & Care at the YMCA facility to support education, homework help, remote learning facilitation, active play, arts & crafts, STEM, and swimming at the facility.

**Facilities/ Properties**

- Maintained a 17-acre park site including irrigation
- Continue to monitor punch list of the facility
- Protection of the facility by adding radiant defense to the internal infrastructure.
- Sanitation procedures have been enhanced throughout the facility.