



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Wednesday, February 17, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER

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 - February 1, 2021
- [2.](#) List of Bills
- [3.](#) Financial Statements
- [4.](#) Second Reading - Ordinance 2021-193 Approving P.U.D. Outline Development Plan for the Granary Located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately 275 Acres.
- [5.](#) Water and Sewer Service Agreement for IH Industrial One, LLC.
- [6.](#) Appointment to Planning and Zoning Commission
- [7.](#) Resolution 2021-06 A Resolution of the Town of Johnstown, Colorado Supporting the Application For An Energy Impact Grant From The State of Colorado Department of Local Affairs

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

NEW BUSINESS

- [9.](#) Award Contract to CB&I (McDermott) for the construction of the South Water Tank

[10.](#) Johnstown 2021 - 2030 Capital Improvement Plan

[11.](#) Intergovernmental Agreement Concerning Regional Broadband Needs Assessment And Feasibility Study

[12.](#) CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

[13.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

The Community That Cares

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Town of Johnstown

**TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, February 01, 2021 at 7:00 PM**

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

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

ABSENT

Councilmember Troy Mellon

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

AGENDA APPROVAL

Motion made by Councilmember Tallent, seconded by Councilmember Berg to amend the Agenda to add an item to New Business to Discuss Taxation. Motion carried with a roll call vote.

PUBLIC COMMENT

Resident Samantha Seslar asked Council about the property tax increase.

CONSENT AGENDA

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

Minutes - January 20, 2021

NEW BUSINESS

Town Manager, Matt LeCerf gave a presentation on Property Tax and Mill Levies. The presentation provided information on the entities who receive funds from property taxes, comparison of Johnstown mill levy to other neighboring communities and showed the increase to the 2021 taxes was from the November election to approve the school bond.

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PUBLIC HEARING

Ordinance 2021-193 Approving P.U.D. Outline Development Plan (ODP) for The Granary (Case #PUD20-0002) This is a request to consider an amended Outline Development Plan for the properties associated with Keto and Maplewood Acres Annexations, comprising approximately 275 acres. The proposed ODP provides up to 950 single family homes with pocket parks and trails designed into the neighborhood.

Mayor Lebsack opened the public hearing at 7:49 p.m. Mr. Jim Hatfield had concerns about the oil and gas setbacks and would like to make sure the town and the applicant know and follow the guidelines. The developers representative Patrick McMeekin of Hartford Homes was present to answer any questions.

Motion made by Councilmember Young, seconded by Councilmember Berg to approve Ordinance Number 2021-193 approving P.U.D. Outline Development Plan for the Granary Located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately 275 acres. Motion carried with a roll call vote.

EXECUTIVE SESSION

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. Motion made by Councilmember Molinar Jr, seconded by Councilmember Tallent to recess into Executive Session at 8:22 p.m. Mayor Lebsack reopened the regular meeting at 9:01 p.m.

ADJOURN

The meeting adjourned at 9:03 p.m.

Mayor

Town Clerk

Town of Johnstown
List of Bills January 13, 2021 - February 8, 2021

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Developer reimbursement	ADM	53,321.45
4990 Ronald Reagan LLC	Substation lease	PD	1,519.75
A & E Tire Inc	Tires/repair	PD/PW	675.41
Ace Hardware	Supplies	PW	207.65
Adamson Police Products	Uniforms	PD	810.28
Advanced Mechanical Services, Inc	VFD replacement	PW	18,730.00
All Copy Products, Inc	Copier lease	PW	316.76
American Cyber Security Management	IT assessment	ADM	3,000.00
American Leak Detection	Leak detection	PW	225.00
Aqua Backflow, Inc.	Backflow service	PW	370.00
Aqua Engineering	Low Point expansion	PW	66,223.40
Arrowhead Scientific Inc.	Lab supplies	PD	526.90
Asphalt Specialties Co., Inc.	Hydrant meter deposit refund	PW	1,500.00
Avalis Wayfinding Solutions, Inc	Sign	ADM	126.61
Axon Enterprises, Inc.	Body camera	PD	13,008.00
Beacon Construction LLC	Refund	ADM	5,123.18
BHA Design Incorporated	Professional services	PW	927.50
Big Thompson Ditch & Mfg Co.	Water assessment	PW	8,656.35
Black Sheep Eatery	Grant	ADM	15,000.00
Bobcat of the Rockies	Crack seal material	PW	144.12
Bonnell Fencing Services, Inc.	Fence at Lone Tree	PW	7,215.20
Browns Hill Engineering & Controls	Scada Lone Tree	PW	9,035.00
Card Services	Miscellaneous	ALL	2,625.44
Caselle, Inc	Software support	ALL	1,635.00
CDR Propane Services, LLC	Supplies	PW	2,653.00
Central Square Technologies, LLC	Software	ADM	21,882.19
Central Weld County Water District	Water interconnect	PW	1,172.00
Cintas - Loveland	Mat service	ALL	326.42
Cirsa	Insurance	ALL	295,915.59
Colorado Analytical Labs	Lab testing	PW	1,125.00
Colorado Dept. of Labor & Employment	Storage tank registration	PW	35.00
Colorado Greenbelt Management	Snow removal	PW	920.00
Colorado Information Sharing Consortium	Software	PD	968.00
Connell Resources, Inc.	CMar cost/street patch	PW	23,005.11
Consolidated Hillsborough Ditch Co	Water assessment	PW	9,371.76
Consolidated Home Supply Ditch &	Water assessments/prof. services	PW	109,561.38
Dallas Bell	Restitution	PD	99.99
Denver Industrial Sales & Services Co	Crack seal material	PW	9,783.00
DPC Industries Inc	Chemicals	PW	18,209.42
E-470 Public Highway Authority	Travel	PD	4.65
Ergomed	Employment screening	PW	200.00
FBINAA	Membership dues	PD	105.00
Felsburg Holt & Ullevig Inc	Engineering services	ADM	2,465.00
Ferguson Waterworks	Supplies	PW	117.31

First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Custodian fees	ADM	3,088.63
Fitness Avenue	Grant	ADM	15,000.00
Front Range Fire Protection	Flow switch for system	PW	705.00
Glenn A. Jones Library	Monthly support	LIB	94,804.75
Goldstar Products Inc.	Disinfectant	PW	1,735.85
Grainger, Inc.	Supplies	PW/PD	617.40
Great Western Railway of CO	Placement yearly cost	PW	6,000.00
H & E Equipment Services, Inc.	Lift	PW	1,568.77
Hach Company	Calibration equipment	PW	9,714.00
Hays Market Inc	Supplies	PW	32.90
Helton & Williamsen, P.C.	Water legal/engineering services	PW	11,026.65
Hill & Robbins, PC	Legal services	ADM	1,551.00
IMEG Corp	Sanitary sewer exp./Eng. Services	PW	147,414.24
Infosend, Inc.	Utility bill printing	PW	6,016.74
Insight North America, LLC	Investment services	ADM	3,027.54
Intellichoice, Inc	Software	PD	6,991.83
International Assoc for Property & Evidence,	Evidence dues	PD	50.00
InVision GIS	GIS program	ADM	8,143.75
J&D Creations	Grant	ADM	12,594.00
J&D Creations	Supplies	PW	118.91
J&S Contractors Supply Co.	Plow parts	PW	388.80
J-2 Contracting Co.	Erosion mat for embankment	PW	11,745.00
Jake Bachman	Facade Grant	ADM	1,933.50
John Deere Financial	Supplies	PW	115.24
Johnstown Barber Shop	Grant	ADM	15,000.00
Johnstown Breeze	Publications	ADM	14,371.72
Jon Gusman Gamino	Refund	ADM	37.00
J-U-B Engineers, Inc.	Tank design	PW	29,055.35
Kinsco, LLC	Uniforms	PD	226.63
Community center refund	Refund	ADM	140.00
Larimer County Sales Tax Administrator	Use Tax	ADM	2,455.99
Larimer Humane Society	4th quarter billing	PD	710.00
Law Office of Avi Rocklin LLC	Legal services	ADM	15,295.50
Lazy Dog	Grant	ADM	15,000.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Lift Coffee Bar	Grant	ADM	7,891.00
Logan Simpson	Comp plan	ADM	8,420.40
Loveland Barricade LLC	Signs	PW/YMCA	1,210.00
Mac Equipment, Inc	Supplies	PW	16.66
Mares Auto Inc.	Vehicle/tire repairs	PW/PD	410.00
MHC Kenworth	Supplies	PW	267.40
Milliken Johnstown Electric	Building repairs	PW	1,626.32
Mountain States Pipe & Supply	Meters encoder	PW	8,523.46
Nalco Company LLC	Chemicals	PW	3,664.85
Napa Auto Parts, Inc	Vehicle repairs/supplies	PW/PD	978.84
North Front Range MPO	2021 Match	ADM	7,816.00

North Front Range Water Quality	Membership dues	ADM	1,114.50
O.J. Watson Company Inc	Plow/truck repairs	PW	5,381.25
Office Depot Business Credit	Office supplies	ALL	274.14
Osborne Construction LLC	Grant	ADM	2,125.00
Otak	Little T trail	PW	1,527.25
Pioneer	Lake trail-rock	PW	54.74
Poudre Valley REA	Utilities	PW	9,652.27
ProCode Inc.	Inspection services	ADM	12,750.00
Purchase Power	Postage meter	ADM/PD	604.50
Ramey Environmental Compliance Inc.	Equipment repairs & lab services	PW	19,114.83
Rhinehart Oil Co., Inc.	Fuel	ALL	8,486.62
Rock Soft Chenille & Embroider	Uniforms	PW	126.23
RockSol Consulting Group Inc.	Professional services	ADM	567.50
Royal-T	Sewer cleaning	PW	428.00
S Lazy H Land & Livestock	Water share	PW	343,750.00
Sam's Club MC/SYNCB	Supplies	ALL	1,256.45
Singularity Technologies	Grant	ADM	3,800.00
Survival Armor	Supplies	PD	2,157.81
Tait & Associates, Inc.	Design work	PW	1,322.50
TDS	Telephone/Internet	ALL	1,864.69
Thompson Ranch Development	Developer reimbursement	ADM	44,025.14
United Power, Inc	Street Lights	PW	795.25
Utility Notification Center	Locates	PW	658.58
Utility Refunds	Utility refunds	ADM	1,400.00
Vance Brothers, Inc	Supplies	PW	62.68
Veris Environmental, LLC	Sludge removal	PW	673.54
Verizon Wireless	Connection service	PW	273.78
Veteran's Bros.	Grant	ADM	10,000.00
Waste Management	Trash services	PW	62,203.41
Weld County Chiefs of Police Assn	Annual dues	PD	35.00
Weld County Clerk & Recorder	Recording fees	ADM	500.00
Wickham Tractor Co.	Supplies	PW	62.80
Windstream	Telephone/internet	ALL	1,056.20
Winters, Hellerich & Hughes, LLC	Prosecuting attorney services	ADM	2,452.50
WR Investment, LLC	Reimbursement agreement	ADM	9,200.00
Xcel Energy	Utilities	ALL	18,011.14
Yost Cleaning	Monthly cleaning service	ALL	1,677.00
			<u>1,756,074.54</u>

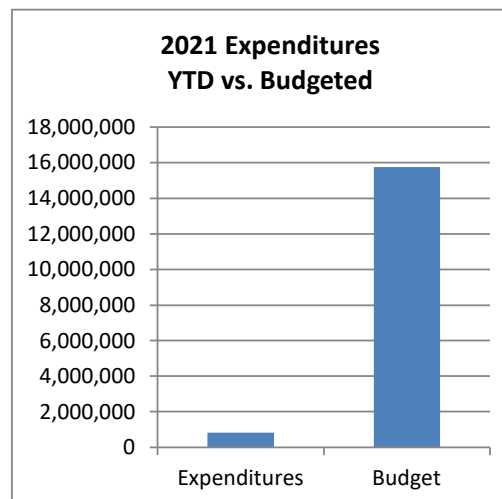
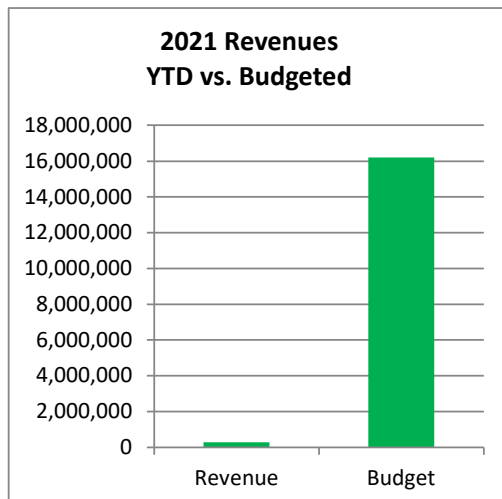
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending January 31, 2020
Unaudited

Item #3.

General Fund	2021 Actuals Jan	2021 Adopted Budget	% Complete
Beginning Fund Balance	54,680,888	54,680,888	
Revenues:			
Taxes & Fees	87,394	14,917,027	0.6%
Licenses & Permits	164,532	899,350	18.3%
Fines & Forfeitures	6,450	122,000	5.3%
Intergovernmental	-	40,000	0.0%
Earnings on Investment	2,417	112,000	2.2%
Miscellaneous Revenue	7,070	121,500	5.8%
Transfers In	-	-	
Total Operating Revenues	267,862	16,211,877	1.7%
Expenditures:			
Legislative	378,446	1,675,200	22.6%
Town Manager	17,409	968,280	1.8%
Town Clerk	22,912	413,885	5.5%
Finance	24,668	265,230	9.3%
Planning	31,758	641,740	4.9%
Building Inspections	6,970	259,350	2.7%
Police	229,227	3,765,193	6.1%
Public Works	8,318	214,375	3.9%
Buildings	436	312,300	0.1%
Transfers Out	94,805	7,242,457	1.3%
Total Expenditures	814,947	15,758,010	5.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(547,085)	453,867	
Prior Period Adjustment			
Ending Fund Balance*	54,133,803	55,134,755	

* - Unaudited

8% of the fiscal year has elapsed



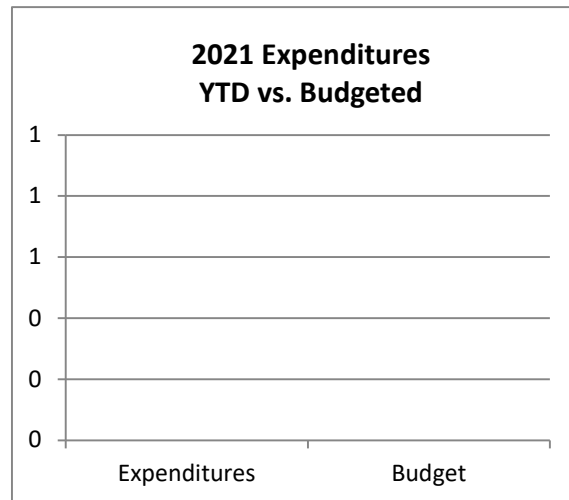
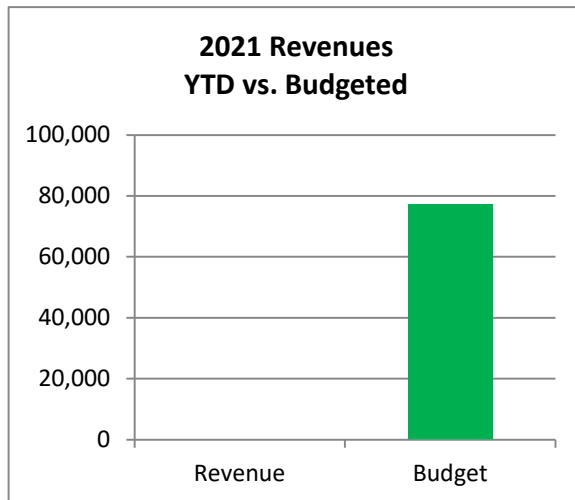
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending January 31, 2021
Unaudited

Item #3.

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

* - Unaudited

8% of the fiscal year has elapsed



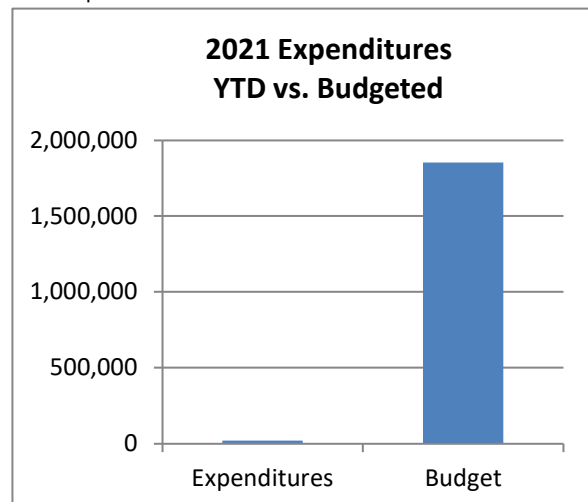
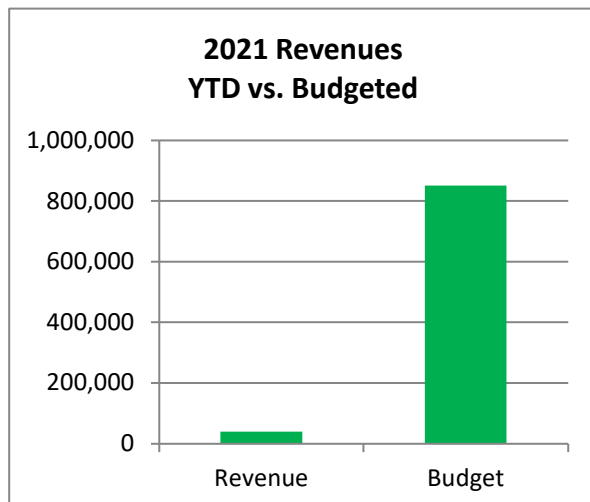
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Parks and Open Space Fund	2021 Actuals Jan	2021 Adopted Budget	% Complete
Beginning Fund Balance	6,695,839	6,695,839	
<u>Revenues:</u>			
Taxes & Fees	39,388	401,910	9.8%
Miscellaneous Revenue	0	207,000	0.0%
<i>Transfers In</i>	0	220,000	0.0%
Total Operating Revenues	39,661	850,910	4.7%
<u>Expenditures:</u>			
Operations	19,333	614,410	3.1%
Capital Outlay	-	1,240,000	0.0%
<i>Transfers Out</i>	-	-	
Total Expenditures	19,333	1,854,410	1.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	20,328	(1,003,500)	
Ending Fund Balance*	6,716,167	5,692,339	

* - Unaudited

8% of the fiscal year has elapsed



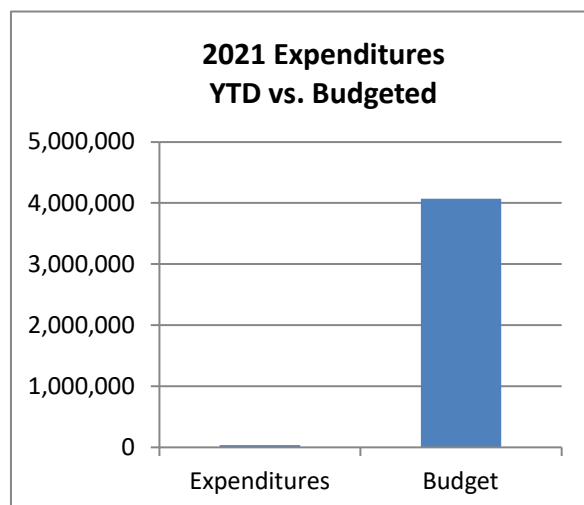
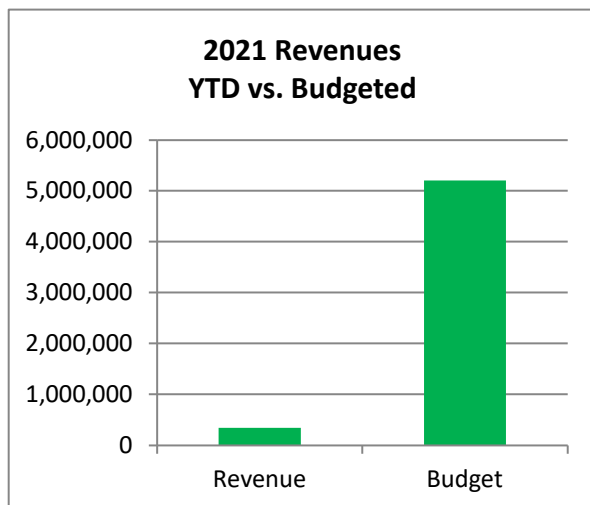
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Street and Alley Fund	2021 Actuals Jan	2021 Adopted Budget	%
			Complete
Beginning Fund Balance	8,763,548	8,763,548	
<u>Revenues:</u>			
Taxes & Fees	55,454	2,838,400	2.0%
Intergovernmental	-	1,207,666	0.0%
Charges for Services	61,561	715,477	8.6%
Capital Investment Fees	159,518	420,550	37.9%
Earnings on Investment	677	28,000	2.4%
Miscellaneous Revenues	66,667	-	0.0%
Total Operating Revenues	343,878	5,210,093	6.6%
<u>Expenditures:</u>			
Operations & Maintenance	39,054	3,049,400	1.3%
Capital	-	1,019,000	0.0%
Total Expenditures	39,054	4,068,400	1.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures			
	304,824	1,141,693	
Ending Fund Balance*			
	9,068,372	9,905,241	

* - Unaudited

8% of the fiscal year has elapsed



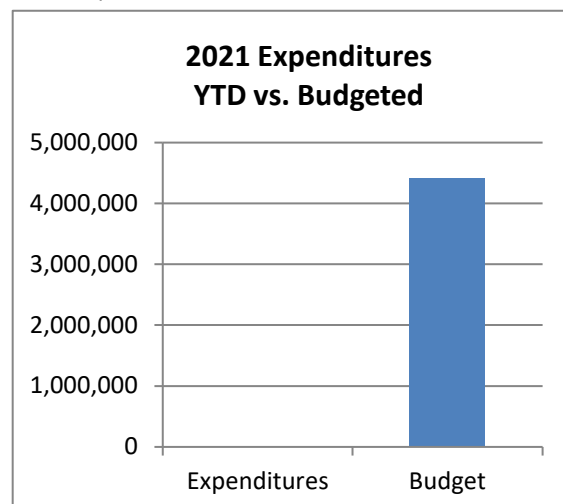
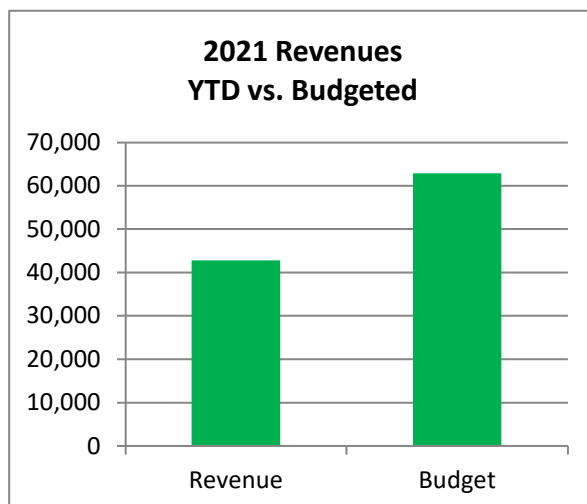
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Capital Projects Fund	2021 Actuals Jan	2021 Adopted Budget	% Complete
Beginning Fund Balance	13,119,524	13,119,524	
<u>Revenues:</u>			
Taxes and Fees	41,967	111,940	37.5%
Miscellaneous Revenue	-	-	
Interest	842	36,000	2.3%
<i>Transfers In</i>	-	(85,100)	
Total Operating Revenues	42,809	62,840	68.1%
<u>Expenditures:</u>			
Capital Outlay	-	4,410,200	0.0%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	-	4,410,200	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	42,809	(4,347,360)	
Ending Fund Balance*	13,162,333	8,772,164	

* - Unaudited

8% of the fiscal year has elapsed



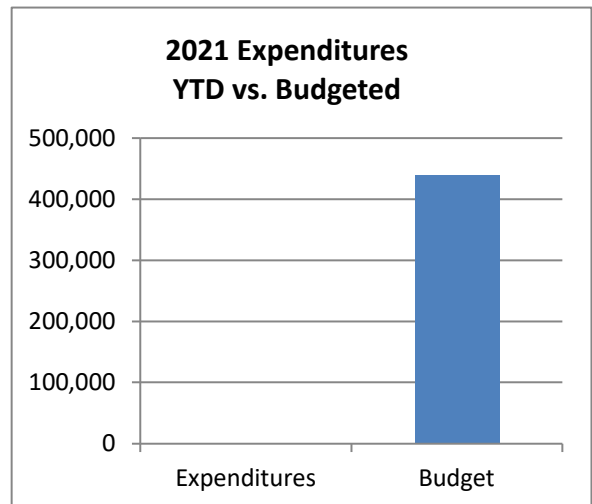
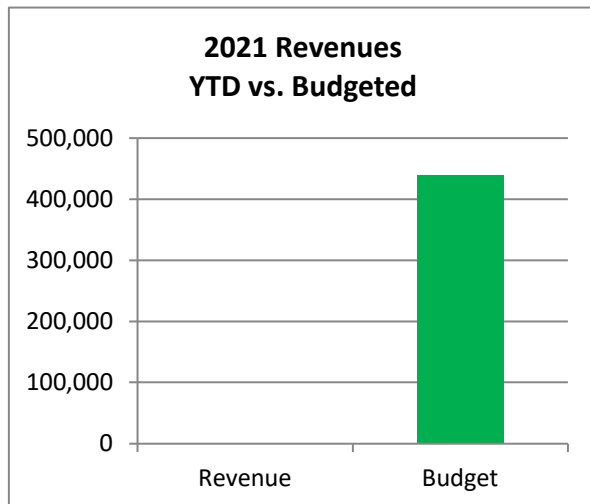
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending January 31, 2021
Unaudited

Item #3.

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

* - Unaudited

8% of the fiscal year has elapsed



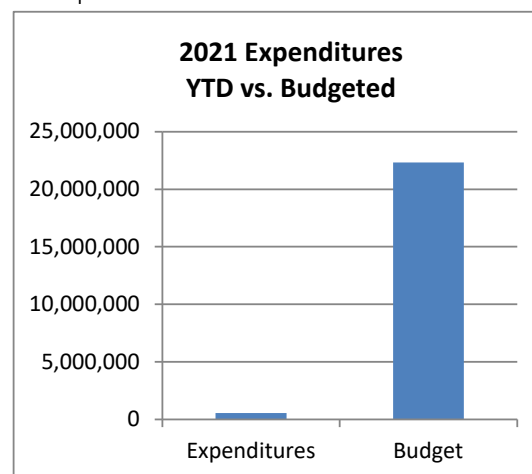
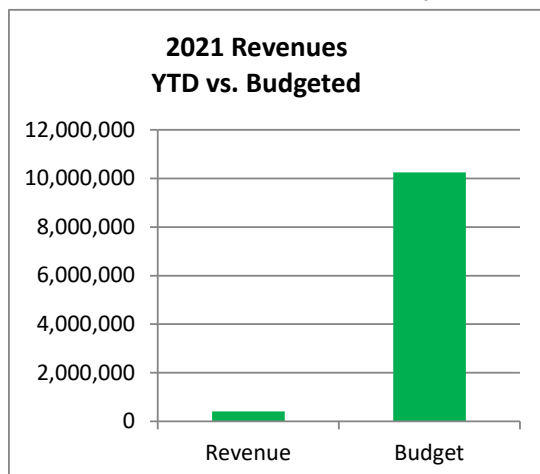
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Water Fund	2021 Actuals Jan	2021 Adopted Budget	%
			Complete
Beginning Cash Balance	21,261,828	21,261,828	
<u>Revenues:</u>			
Charges for Services	242,761	2,902,500	8.4%
Total Operating Revenues	242,761	2,902,500	8.4%
<u>Expenses:</u>			
Administration	11,089	685,300	1.6%
Operations	173,524	1,979,973	8.8%
Capital Outlay	362,480	19,235,000	1.9%
Depreciation	-	410,000	0.0%
Transfers Out	-	-	
Total Operating Expenses	547,093	22,310,273	2.5%
Operating Income (Loss)	(304,331)	(19,407,773)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	84,263	965,550	8.7%
Capital Investment Fees	72,378	816,294	8.9%
Misc. Revenues	9,026	5,466,500	0.2%
Interest Expense	1,238	95,000	1.3%
Total Non-Operating Revenues (Expenses)	166,906	7,343,344	2.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(137,426)	(12,064,429)	
Ending Cash Balance*	21,124,403	9,197,399	

* - Unaudited

8% of the fiscal year has elapsed



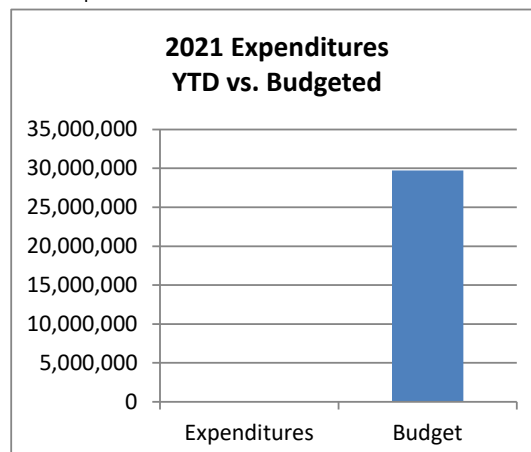
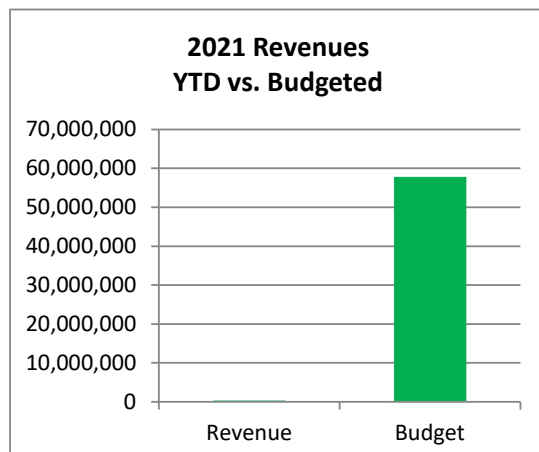
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending January 31, 2021
Unaudited

Item #3.

	2021 Actuals Jan	2021 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance	8,978,178	8,978,178	
<u>Revenues:</u>			
Charges for Services	220,333	2,123,500	10.4%
Total Operating Revenues	220,333	2,123,500	10.4%
<u>Expenses:</u>			
Administration	10,788	307,200	3.5%
Operations	35,241	1,814,153	1.9%
Capital Outlay	-	25,386,600	0.0%
Depreciation	-	235,000	0.0%
Debt Service	-	1,998,069	0.0%
Total Operating Expenses	46,030	29,741,022	0.2%
Operating Income (Loss)	174,304	(27,617,522)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	67,650	1,192,000	5.7%
Misc. Revenues	1,000	2,000	50.0%
Interest Expense	188	7,200	2.6%
Debt Proceeds	-	54,450,000	0.0%
Total Non-Operating Revenues (Expenses)	68,838	55,651,200	0.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	243,141	28,033,678	
Ending Cash Balance*	9,221,320	37,011,856	

* - Unaudited

8% of the fiscal year has elapsed



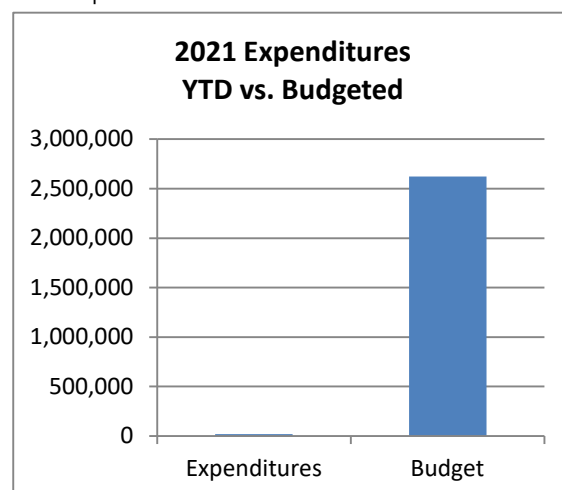
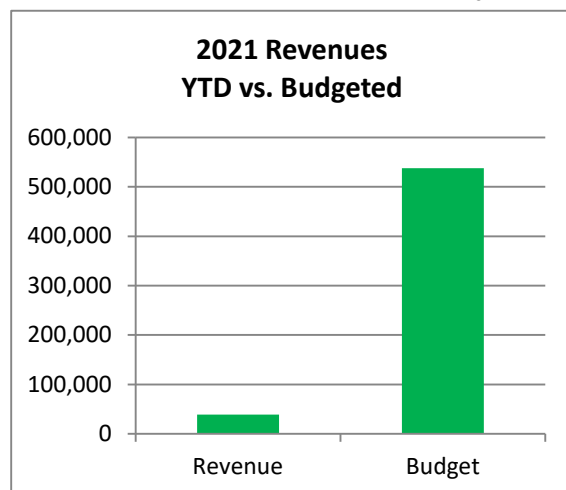
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Drainage Fund	2021 Actuals Jan	2021 Adopted Budget	% Complete
Beginning Cash Balance	3,310,003	3,310,003	
<u>Revenues:</u>			
Charges for Services	38,790	457,200	8.5%
Total Operating Revenues	38,790	457,200	8.5%
<u>Expenses:</u>			
Administration	7,969	144,250	5.5%
Operations	11,395	309,930	3.7%
Capital Improvements	-	2,168,750	0.0%
Transfer Out	-	-	
Total Operating Expenses	19,364	2,622,930	0.7%
Operating Income (Loss)	19,426	(2,165,730)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	-	75,000	0.0%
Misc. Revenues	-	-	
Interest Expense	136	5,400	2.5%
Total Non-Operating Revenues (Expenses)	136	80,400	0.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	19,562	(2,085,330)	
Ending Cash Balance*	3,329,565	1,224,673	

* - Unaudited

8% of the fiscal year has elapsed



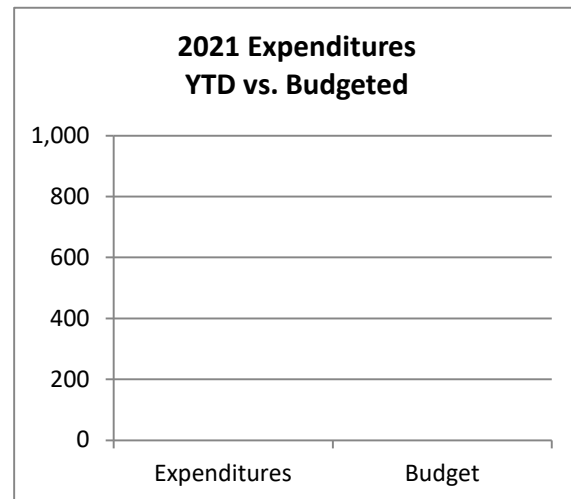
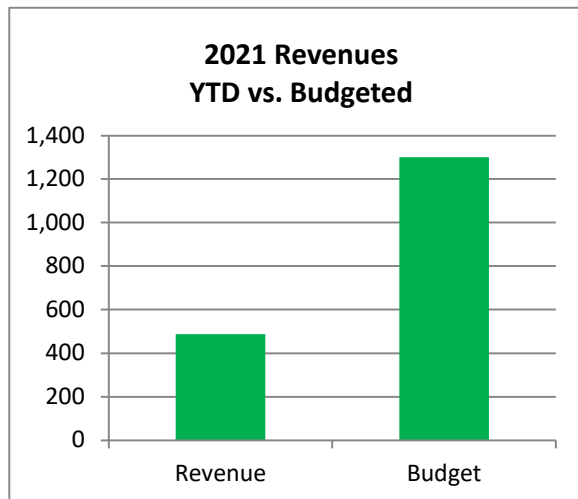
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Cemetery Perpetual Fund	2021 Actuals Jan	2021 Adopted Budget	% Complete
Beginning Fund Balance	147,661	147,661	
<u>Revenues:</u>			
Miscellaneous Revenue	488	900	54.2%
Earnings on Investment	11	400	2.8%
Total Operating Revenues	499	1,300	38.4%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	499	1,300	
Ending Fund Balance*	148,160	148,961	

* - Unaudited

8% of the fiscal year has elapsed



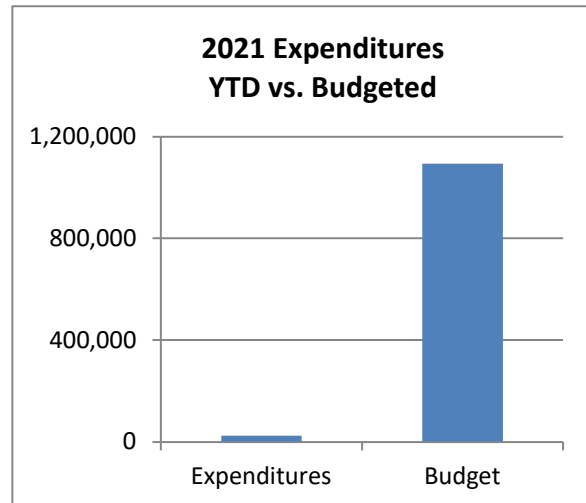
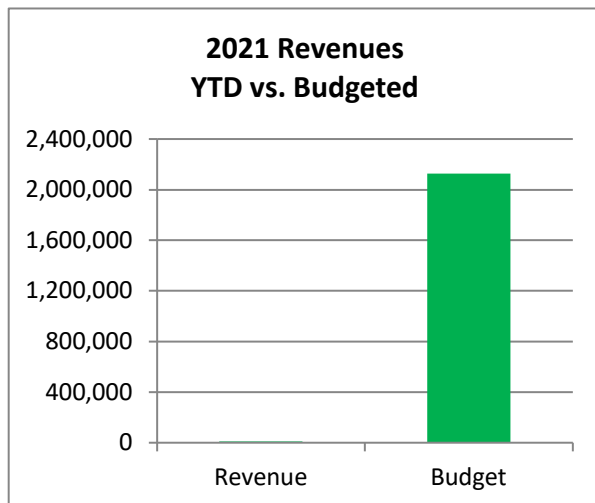
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending January 31, 2021
Unaudited

Item #3.

Library Fund	2021 Actuals Jan	2021 Adopted Budget	% Complete
Beginning Fund Balance	5,252,070	5,252,070	
<u>Revenues:</u>			
Intergovernmental	-	703,095	0.0%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	11,480	215,000	5.3%
Interest	28	60,000	0.0%
<i>Transfers In</i>	-	1,137,657	0.0%
Total Operating Revenues	11,508	2,126,752	0.5%
<u>Expenditures:</u>			
Operations	24,255	1,094,500	2.2%
Capital Outlay	-	-	0.0%
Total Expenditures	24,255	1,094,500	2.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(12,747)	1,032,252	
Ending Fund Balance*	5,239,323	6,284,322	

* - Unaudited

8% of the fiscal year has elapsed



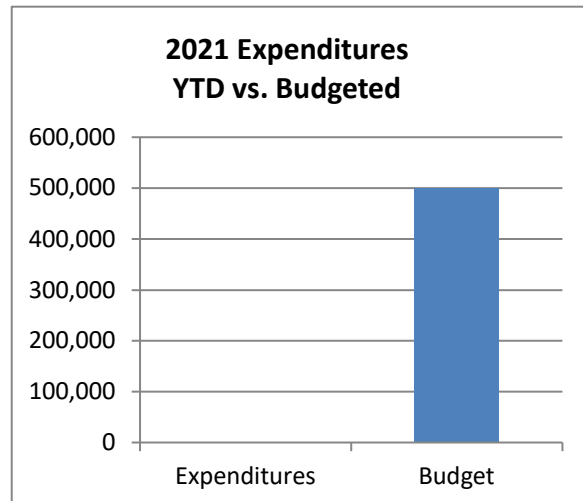
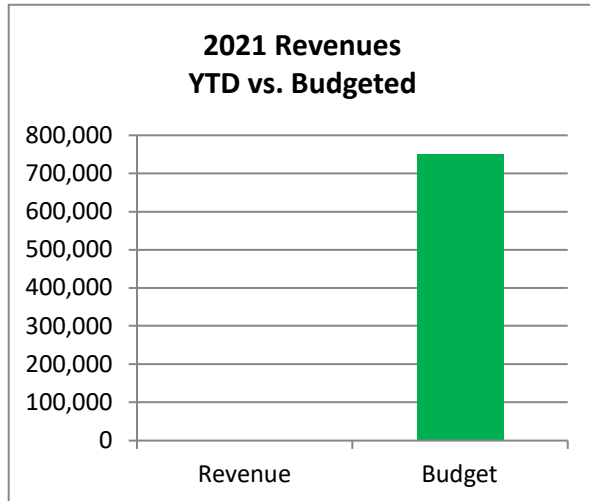
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending January 31, 2021
Unaudited

Item #3.

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

* - Unaudited

8% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	February 17, 2021
SUBJECT:	Second Reading Ordinance 2021-193 Approving P.U.D. Outline Development Plan for the Granary Located in the South Half of Section 7, Township 4 North, Range 67 West of the 6 th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, Consisting of Approximately 275 Acres.
ACTION PROPOSED:	Consider Final Approval of Ordinance No. 2021-193
ATTACHMENTS:	1. Ordinance 2021-193
PRESENTED BY:	Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Planning & Zoning Commission (PZC) held a public hearing on January 13, 2020, to consider an amended Outline Development Plan (ODP) for the properties associated with the Keto and Maplewood Acres Annexations and associated ODPs, comprising approximately 275 acres. The property to be annexed and zoned extends from Telep Ave (CR 15), to Colorado Blvd (CR 13), and from CR 46 north to the railroad tracks. (See Attachment 2). Based upon the materials submitted, analysis, and findings, the PZC approved a motion (5-0) to recommend to Town Council approval of the Outline Development Plan for The Granary.

The current zoning of this property is PUD-R (Residential), which was established at annexation of both parcels, Keto and Maplewood Acres, in 2006 and 2009 respectively. There are four outparcels of individual residences within these two quarter-sections that remain in unincorporated Weld County, and are zoned A- Agriculture. These parcels are not included in these original ODPs (see Attachment 3) or the proposed ODP for The Granary (Attachment 4).

Prior ODPs were general bubble diagrams indicating the intent to develop as low to medium density residential, with small pockets of park areas integrated, as well as commercial uses (6 acres on Keto and 4.25 Acres on Maplewood Acres) at the CR 46 “corners.” These prior ODPs will be superseded with The Granary ODP, if approved.

The proposed ODP for The Granary provides for up to 950 single family homes on the 275 acres (~3.45 DU/acre), with pocket parks and trails designed into the neighborhood. No commercial areas are indicated on ODP. With the significant acreage for commercial development available at Colorado Blvd. and Hwy 60 to the north (over 50 acres combined), the applicant felt that these small pockets of commercial acreage would be challenging to develop by current market needs; Staff concurs with this assessment, and feels the community-scale commercial further north along Colorado Blvd. is likely to be sufficient to serve this area.

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The proposed ODP is further described in the attached PZC Agenda Memorandum attached (see Attachment 5) and provides additional information about the property and project, including additional detail on development standards such as setbacks and building height, infrastructure needs for this future development, and existing oil and gas facilities on the property (applicant is voluntarily applying 350' setbacks from these facilities).

The Applicant is also actively working with the ditch company to appropriate relocate and design the ditch through the site. They will continue to be an active referral for this project as it moves through the development process.

One additional item of note since this project was discussed at PZC, is the approval of an adjacent site to the east along Colorado Blvd., known as the Whitehall Sauer property, has been selected for the relocated Weld RE5-J high school. The to-be-relocated Letford Elementary in the Clearview subdivision was also a factor. With the knowledge of these sites, Staff was able to work with the Applicant to agree on such elements as a modified collector street cross-section, with expanded 9-foot walks along this road that moves east-west through The Granary to facilitate safe routes to school for children in this neighborhood.

Public Comments:

As noted in the PZC Agenda Memorandum, several neighbors reached out to Staff prior to the PZC hearing to discuss concerns related to drainage patterns across Telep Ave., and general traffic impacts and patterns.

At the January 13th hearing, several county residents participated in the public hearing and expressed concerns, summarized here:

- Drainage issues across Telep Ave. Applicant's engineers indicated that such drainage should improve with the subdivision development and improvements being installed.
- Traffic in general from multiple residents. Staff and applicant acknowledged an expected overall increase in traffic to all adjacent roadways over time, especially with significant development and the new high school in the immediate vicinity. Appropriate improvements will be required of all development to accommodate and ensure safe travel.
- Conceptual street location north of resident at 22180 CR 13 (Colorado Blvd.). Resident is concerned the roadway is too close to their property and their driveway access; a request was made to reevaluate this location and move that further north. Staff and applicant attempted to address this issue and have reached out to discuss this further, though acknowledged that street design specifications often dictate location of intersections. Staff has reached out to this owner.
- Residents have concerns about the impact to their property values, quality of life, and timing of development. The applicant indicated they were amenable to have an off-line discussion, but that often improvements such as roads, water, sewer and other infrastructure increase property values, while acknowledging a significant difference in the environment around their properties as the development occurs, over the course of many years.

Project Review Referrals:

Internal "Johnstown Review Committee": Public Works, Town Engineer, Town Traffic Engineer, Town Water Engineer, Front Range Fire District.

Outside Referrals: Weld County Planning, Hillsborough Ditch Co., Weld RE-5J School District, Little Thompson Water District, Aims Community College, Northern Colorado Water Conservancy District, Thompson River Parks & Rec District. Aims CC returned their referral with no comment or concerns. Hillsborough Ditch Co is working with the Applicant on their concerns. No other comments were received.

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Summary

Overall Staff believes this Outline Development Plan will further the intent and goals of the Johnstown Area Comprehensive Plan – both existing and draft proposed – and is able to meet all required standards, codes, and specifications as more detailed development plans and subdivision plats are forthcoming. The update to the ODP for these properties will provide a blueprint for a high quality and livable neighborhood for future Johnstown residents, and for the future construction of appropriate and adequate infrastructure improvements.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2021-193 approving the Outline Development Plan (ODP) for The Granary as presented on second reading.

Reviewed and Approved for Presentation,

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2021-193**

**APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR THE
GRANARY LOCATED IN THE SOUTH HALF OF SECTION 7,
TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL
MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE
OF COLORADO, CONSISTING OF APPROXIMATELY 275 ACRES.**

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, Hartford Acquisitions, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a subdivision known as The Granary, located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 275 acres; and

WHEREAS, on January 13, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for The Granary; and

WHEREAS, on February 1, 2021, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for The Granary; and

WHEREAS, after considering the Planning and Zoning Commission’s recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan for the Granary is consistent with, and furthers the goals of, the *Johnstown Area Comprehensive Plan* goals and is compatible with all other applicable Town standards and regulation; and

WHEREAS, based on the foregoing, Town Council desires to approve the P.U.D. Outline Development Plan for The Granary.

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

Section 1. P.U.D. Outline Development Plan Approval. The P.U.D. Outline Development Plan for The Granary, located in located in South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 275 acres (“Property”), attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

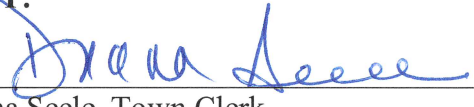
Section 2. Supersede and Replace. The P.U.D. Outline Development Plan for The Granary adopted herein shall supersede and replace the outline development plans that were approved by the Town at the time of the annexations of the real property that constitute the Property designated herein, to wit: the Outline Development Plan for the Keto annexation, approved by Ordinance No. 2009-101, and the Outline Development Plan for the Maplewood Acres annexation, approved by Ordinance No. 2006-777.

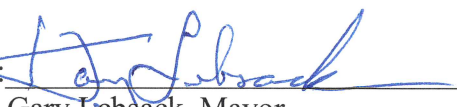
Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 1st day of February, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: 
Diana Seele, Town Clerk

By: 
Gary Lebsack, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 17, 2021

SUBJECT: Water and Sewer Service Agreement – IH Industrial One, LLC for the Iron Horse Spec Building 1 (3607 Ronald Reagan Blvd)

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director
Avi Rocklin, Town Attorney

ITEM DESCRIPTION:

McWhinney has received approval of a site development plan for a 68,617 SF light industrial/flex building in Iron Horse on a 6.6-acre parcel. The Developer has previously dedicated water, under separate agreement, to the Town with a current credit of 6.4 AF of water.

The total estimated demand of 6.28 AF has been authorized to be allocated from this 6.4 AF “bank” of water for this development. The 6.28 AF project demand is anticipated to include 0.578 acres of spray-irrigated landscaping, 0.22 acres of xeric landscaping, and 0.083 acres of native grasses – a total of 1.67 AF/Yr for landscaping. In building demand is calculated at 4.61 AF/Yr.

Temporary irrigation for the native seed areas is addressed in this agreement, permitting up to two years of irrigation for establishment using a separate above-ground, removable irrigation system.

A water court transfer fee was paid to the Town at the time of dedication of the water bank shares.

LEGAL ADVICE: The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE : N/A

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WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between **IH INDUSTRIAL ONE, LLC**, a Delaware limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (the "Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, the Developer owns an interest in land in the N1/2, Section 13, Township 5 North, Range 68 West of the 6th P.M., generally known as Iron Horse Filing 2, Lot 2, Town of Johnstown, County of Larimer, comprising approximately 6.599 acres, more specifically described in the attached Exhibit A (the "Subject Property"); and

WHEREAS, the Subject Property is being developed as a 68,617 square-foot metal industrial/flex spec building that could be leased to up to 7 tenants, with 0.578 acre of spray irrigated turf, 0.22 acre of xeric landscape, and 0.083 acre that will be re-vegetated to native species and temporarily irrigated until the vegetation is successfully established (the "Temporary Irrigation Area"), at which time the irrigation system for the Temporary Irrigation Area will be disconnected (collectively, the "Project"); and

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

AGREEMENT

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance set forth in the Johnstown Municipal Code and in effect at the time of the execution of this Agreement (the "Ordinance"), Developer has submitted to the Town two preliminary Water and Sewer Demand Analyses for the Project, dated September 23, 2020 and December 11, 2020, respectively. Said analyses were received by the Town and are on file with the Town and as modified by the Town's Water Engineer by memorandum dated January 12, 2021 are hereby accepted by the Town. The analyses provided by Developer, as modified by the Town's Water Engineer as necessary, address the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	4.61	0.23
Landscape Irrigation	1.67	1.42
Total	6.28	1.65

2. Water Rights Dedication. As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the water demands of the Project from the Iron Horse Water Bank. Centerra Commercial, LLC has agreed that this credit shall be applied to meet the water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

3. Temporary Irrigation of Native Grasses. As a material term of this Agreement, Developer agrees to cease irrigating the Temporary Irrigation Area within two years of the Effective Date or once the vegetation is successfully established, whichever is earlier. To irrigate the native grasses within the Temporary Irrigation Area, Developer shall install an above ground, temporary irrigation system that can be physically separated from the irrigation system for the remaining portion of the Subject Property (the "Temporary Irrigation System"). If Developer does not disconnect the Temporary Irrigation System within two (2) years, the Town, after providing written notice and a ten (10) day opportunity to cure, may disconnect the Temporary Irrigation System and submit an invoice to Developer, along with a ten percent (10%) administrative fee, for the Town's costs and expenses incurred as a result of such disconnection. Developer agrees to pay such invoice within thirty (30) days of receipt.

4. Commitment to serve. Upon the payment of all fees required to obtain the issuance of building permits for the Project, the Town commits to provide to the Project a permanent water supply of up to 4.61 acre-feet per year of potable water supply together with the corresponding sewer service for in-building use and up to 1.67 acre-feet per year water supply for landscape irrigation as detailed above.

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

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

7. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered, sent by electronic mail (effective upon

acknowledgment of receipt), or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:

IH Industrial One, LLC
Attn: VP of Commercial Development,
Northern Colorado
2725 Rocky Mountain Ave, Suite 200
Loveland, CO 80538
Email: clyde.wood@mcwhinney.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
Email:
dseele@townofjohnstown.com

WITH A COPY TO:

McWhinney Real Estate Services, Inc.
Attn: Legal Department
2725 Rocky Mountain Ave., Suite 200
Loveland, CO 80538
Email: legalnotices@mcwhinney.com

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

AND TO :

Polsinelli PC
Attn: Amy K. Hansen, Esq.;
Andréa G. Horvath
1401 Lawrence St., Suite 2300
Denver, CO 80202
Email: ahansen@polsinelli.com;
ahorvath@polsinelli.com

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
Email: peterampe@hillandrobbs.com

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

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

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

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

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

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

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

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

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

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

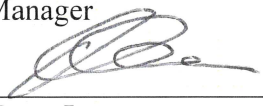
17. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained,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

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

*IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

IH INDUSTRIAL ONE, LLC,
a Delaware limited liability company

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

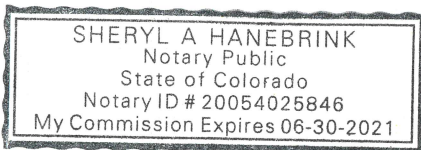
By: 
Peter Lauener
EVP, Master Planned Communities

Digitally
signed by
Abby
Kirkbride
Date:
2021.01.27
12:56:21
-07'00'

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

SUBSCRIBED AND SWORN to before me this 27th day of January, 2021 by Peter Lauener, as EVP, Master Planned Communities of McWhinney Real Estate Services, Inc., a Colorado corporation as Manager of IH Industrial One, LLC, a Delaware limited liability company.

Witness my hand and official seal.



Sheryl A Hanebrink
Notary Public

1800 Wazee street #200

denver CO 80202

Address

303-309-4815

Telephone

My Commission Expires:

6/30/2021

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Diana Seele, Town Clerk

EXHIBIT A
THE SUBJECT PROPERTY

Lot 2, IRON HORSE FILING TWO, Town of Johnstown, County of Larimer, State of Colorado,
according to the plat recorded May 22, 2012 at Reception No. 20120033427.

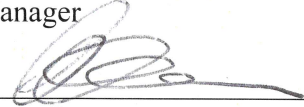
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Centerra Commercial, LLC raw water credit account held by the Town of Johnstown, known as the "Iron Horse Water Bank," to provide water service to IH Industrial One, LLC for the development known as Iron Horse Filing 2, Lot 2 Industrial/Flex Spec, and any successor occupant of the premises at the same location, pursuant to a Water and Sewer Service Agreement to be executed between IH Industrial One, LLC and the Town of Johnstown. The amount of such allocated raw water credit is calculated to be 6.28 acre-feet per year as specified in the Water and Sewer Service Agreement, subject to adjustment pursuant to the Water Sewer Service Agreement and the Johnstown Municipal Code. No such adjustment shall allow additional water to be used from the Iron Horse Water Bank absent the written consent of Centerra Commercial, LLC, or its successor in interest.

The undersigned certify that he/she is authorized to execute this Raw Water Allocation Acknowledgment on behalf of the Centerra Commercial, LLC.

CENTERRA COMMERCIAL, LLC,
a Colorado limited liability company

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

By: 
Peter Lauener
EVP, Master Planned Communities

MRES Legal
Digitally signed
by Abby
Kirkbride
Date:
2021.01.27
12:53:47 -07'00'
A.Kirkbride

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

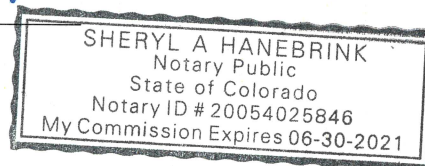
SUBSCRIBED AND SWORN to before me this 27th day of January, 2021, by Peter Lauener, as EVP, Master Planned Communities of McWhinney Real Estate Services, Inc., as Manager of Centerra Commercial, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Notary Public

My Commission Expires: 6-30-2021





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 17, 2021

SUBJECT: Appointment of Sally Boccella to the Johnstown Planning & Zoning Commission

ATTACHMENTS: Sally Boccella's Boards & Commissions Application

PRESENTED BY: Kim Meyer, Director of Planning & Development

ITEM DESCRIPTION:

Per Section 2-182 of the Johnstown Municipal Code, the Planning & Zoning Commission shall consist of seven residents, appointed by the Town Council. Upon the resignation in late 2020 of two commissioners, the Town has sought another commissioner. Sally Boccella applied in mid-January, and is being recommended to the Council for appointment to this Commission.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

N/A

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Town of Johnstown

ADVISORY COMMITTEE, BOARD OR COMMISSION APPLICATION

I REQUEST APPOINTMENT TO (Circle one)

Cemetery Committee

Housing Authority

Planning and Zoning Commission

FIRST AND LAST NAME: Sally Boccella

EMAIL ADDRESS: sally.boccella@gmail.com PHONE NUMBER: 970-705-2339

RESIDENCE ADDRESS (Street, City, State, Zip)

437 Pekin Dr, Johnstown, CO 80534

MAILING ADDRESS - if different than above (Street, City, State, Zip)

HOW LONG HAVE YOU LIVED IN JOHNSTOWN?

5.5 Years

OCCUPATION & EMPLOYER:

Substitute teacher with Weld RE-5J School District

VOLUNTEER AND/OR WORK EXPERIENCE:

- Weld Re5J School District, Substitute Teacher 2019-Present
- Constituent and Policy Advocate, Volunteer: 2017-Present
- Weld Re5J School District Accountability Committee, Chairperson: 2018-Present
- Weld Food Bank, Volunteer: 2017-Present
- Roosevelt High School Student Accountability Committee, Member: 2020-Present
- Citizens Task Force Weld Re5J successful Bond/ MLO, Member: 2019-2020
- Greeley-Evans School District 6, co-wrote successful 21st Century Community Learning Centers Grant awarded to Meeker Elementary for STEM After School Program: 2018
- Endangered Species Coalition, Fellowship: 2017-2019
- League of Women Voters, Leadership Council Member: 2017-2018
- University of Colorado Student Government, Associate Justice: 2017-2018
- Parent Teacher Organization, Chairperson: 2012
- YWCA Racial and Ethnic Relations Study Circle, Member: 2009
- Borders Group, Inc., Colorado Area Marketing Manager 1999-2003

Continue to next page for questionnaire.

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

No

2. Why do you wish to be appointed?

I would be honored to earn the appointment to the Planning and Zoning Commission

because it would give me an opportunity to be part of the future process of the town's policies and programs.

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

My professional and community service experience gives me a unique lens on economic diversification and growth. As the Colorado Area Marketing Manager for Borders Group, Inc. overseeing the success and growth of seven Colorado stores while also nurturing community relations within an established region. Growing up with a single mother with limited affordable housing, volunteering with Weld Food Bank, and school districts has given me the experience to recognize the importance of diversifying resources, growth, and opportunities for a community to truly thrive for future generations.

4. Are you committed to attending meetings?

Yes

5. Are you committed to serving an entire term?

Yes

6. Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee.

None

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

My professional and community service experience gives me a unique lens on economic diversification and growth. For example, as the Colorado Area Marketing Manager for Borders Group, Inc., I was accountable for the success and growth of seven Colorado stores while also nurturing community relations within an established region. Growing up with a single mother with limited affordable housing, volunteering with Weld Food Bank, and school districts has given me the experience to recognize the importance of diversifying resources and opportunities for growth of a community to truly thrive for future generations.

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

Planning and Zoning Commissioner Pat Kiovsky, reference

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

(Circle one)

☒ YES ☐ NO

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

(Circle one)

☒ YES ☐ NO

10. What interests you most / least about the position?

I am interested in land use codes, water, zoning, permits, the development and planning of growth, and being part of the conversation and implementation as a resident of our thriving community.

11. What do you like most / least about the Town of Johnstown?

I love our friendly and growing community that still has the charm of a small country town, while heavy industrial traffic is a concern.

12. What would you like to see the Town accomplish in the next two (2) years?

I would like to see exciting restaurant choices, wildlife corridors, connectivity strategies, public transportation, better broadband access, bike and walking paths, and renewable energy opportunities while protecting the farmland friendly community town.

13. What is your philosophy on growth?

My philosophy on growth is that a well thought out plan is needed with all stakeholders involved to minimize future development problems such as many subdivisions with only one school, heavy industrial zoning near neighborhoods, poor access to water and broadband, ill maintained infrastructure etc.

14. What changes would you like to see occur in the Town of Johnstown?

I would like to see exciting restaurant choices, wildlife corridors, connectivity strategies, public transportation, better broadband access, bike and walking paths, and renewable energy opportunities.

15. Why should you be appointed?

I would like the opportunity to be part of the future process of the town's policies and programs. I saw firsthand the importance of land use compatibility on the county level and the unfortunate outcome for our town and some neighborhoods during the rezoning of agriculture to heavy industrial. I want to be part of the collective voice to empower our town and its residence in future land use compatibility circumstances.

Signature  Date 01/20/2021

**Please complete this form in its entirety using the space provided and return to the Town Clerk by emailing a scanned copy to dseele@townofjohnstown.com or by dropping it off at Town Hall (450 S. Parish Ave, Johnstown, CO 80534). With questions, please call 970-587-4664.*



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 17, 2021

SUBJECT: Resolution 2021-06 Supporting the application for an Energy Impact Grant from the State of Colorado Department of Local Affairs for the Land Use Code

ATTACHMENTS: Resolution 2021-06

PRESENTED BY: Kim Meyer, Director of Planning & Development

ITEM DESCRIPTION:

The Town plans to make application for the DOLA Energy Impact Grant for purposes of the planned Land Use Code update approved in the FY 2021 budget. A resolution is required as part of the application and provides assurance that the Town Council is aware of and supports this application, and commits to appropriating the needed funds. The Land Use Code update will support the implementation of the policies and actions set forth in the *Johnstown Area Comprehensive Plan* update that is nearing completion.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

The Land Use Code update was budgeted for in the 2021 Town Budget. This grant would offset the use of General Funds, up to 50%, for this project.

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TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2021-06

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO,
SUPPORTING THE APPLICATION FOR AN ENERGY IMPACT GRANT FROM THE
STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, the Town of Johnstown authorizes the application for the Energy Impact Grant; and

WHEREAS, the Town of Johnstown has undertaken an update to the *Johnstown Area Comprehensive Plan*, with the intent to have that adopted in early 2021; and

WHEREAS, the purpose of the grant is to fund a critical update to the Johnstown Municipal Code related to annexation, land use, zoning, subdivision and other development related activities such that these codes then support and implement the goals and policies put forth in the Johnstown Area Comprehensive Plan update; and

WHEREAS, the total cost of the project is estimated to be \$200,000 and the grant request is for \$100,000.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Johnstown, Colorado that:

Section 1. The Town Council hereby authorizes and supports the application for the Energy Impact Grant in the amount of \$100,000.

Section 2. The Town Council hereby commits to appropriate funds for the Land Use Code update in the 2021 Town Budget.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSES, AND ADOPTED THIS 17TH DAY OF FEBRUARY, 2021.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: February 17, 2021

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 02/22/2021 – Council Work Session – 6 p.m.
 - 03/01/2021 – Regular Town Council Meeting
 - 03/15/2021 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *SB20B-001 Grant* – The Town applied for the State's grant program, designed to help assist businesses that lost 20% of their revenues throughout the pandemic as measured from March 2020 – December 2020. Those businesses available for the grant included restaurants, gyms, bars, theatres and a couple other types not in the Town. The grant period closed on February 4, 2021 and only 3 businesses applied based on the State's eligibility criteria. We were able to award a total of \$8,400 based on the guidelines.
- *Broadband RFP* – Staff is working to complete the RFP for a broadband needs and financial feasibility study that will include a partnership on the study with neighboring communities adjacent to the Town. We hope to issue the RFP by the end of the month.
- *Utility Billing* – All new rate classes and rate structures have been entered into the billing system and were used for January billing calculations.
- *Municipal Court* – Court processed 63 tickets in the month of January.

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- *Business Licenses* – Staff has processed 243 business licenses.
- *Town Brand* – The Office of Communications is currently working on a full Town Brand audit, assessing all current Town items, colors, and tools. The purpose behind this is to develop a more purposeful and recognizable brand for all Town activities.
- *Online Resources* – The Town's website has recently been updated to include informational resources about Property Taxes and Mill Levies related to some residents (Johnstown.colorado.gov/finance). The new Town fee schedule is also available at Johnstown.colorado.gov/feeschedule.

Police Department

Training

- *DUI Investigations* – All officers were certified in Standard Field Sobriety Tests (SFST). Sergeant Williams was the instructor for this training.
- *Advanced Accident Investigation* – Officer Dudley is currently in Level 2 Traffic Accident Investigation School. This two-week school goes into the technical aspect of traffic investigation to include, diagramming critical scenes, crush damage analysis, vehicle dynamics, time and distance analysis, occupant kinematics, and introduction to automobile vs. pedestrian collision analysis.

Public Works Department

Streets, Stormwater, & Parks

- *Streets* – Crack sealing efforts continue through Town. The Clearview neighborhood has been completed and Staff are working in Carlson Farms and Rocksbury Ridge. Once completed we will move to Thompson River Ranch. Street sweeping also continues as weather permits. Multiple old and faded stops signs were replaced in Carlson Farms, and seven 45 MPH speed limit signs were installed on CR 50 from Parish to Colorado Blvd. County roads 42, 44, & 46 were graded twice each for a total of 6 miles.
- *Parks* – Playgrounds continue being disinfected and we have started park inspections. New picnic tables were installed at Parish Park. Maintenance on park equipment including mowers, blowers etc. have begun as we prepare for the upcoming season.
- *Town Lake* – Crews are currently building a buttress around the drain line that cracked last year to prepare for the dam repairs scheduled for this year.
- *Box Culvert* – The box culvert on CR 3 over the Hillsboro ditch has begun. Staff met with the contractor and held a preconstruction meeting for the water and sewer lines as well as road work. CR 3 will be closed for approximately 30 to 45 days.
- *Water Lines* – Our contractor is working on tapping into the water line on CR 17 to bring water into the Johnstown Filing 3 development. Early site grading has started and utilities will soon be underway.

Wastewater Plant

- *CWWTP* – Sludge removal has started at the plant to remove nearly 4 million gallons of sludge. To date, approximately 1.75 million gallons of sludge have been removed. With the cold weather affecting the Central Plant, our ORC Wayne Ramey suggested we start adding soda ash to the MBBR to raise pH and help with nitrification. I am excited to say

that we met our ammonia levels for the first time in the winter. It appears the recommendations by Ramey Environmental is keeping us in compliance. Our lagoons have always struggled in cold weather and we hope this will help us continue to meet level requirements.

- *Low Point* – Bids were opened for the Low Point equipment purchase. Staff, along with Ramey and Aqua Engineering, are reviewing bids and will bring our recommendations to Town Council in March. Once the equipment purchase has been made, we will look for a contractor to construct through a CMaR approach.

Water Plant

- *Design Bids* – Bids were received for the Water Plant expansion design on February 5. We are currently reviewing the bids and will make a recommendation to Town Council soon.
- *VFD* – The new VFD was installed at the distribution pump house. During installation, we experienced a power glitch that caused the entire pump house to go down. This resulted in a temporary water pressure drop. An electrician on site was able to restore pumps within 30 minutes. We have directed Staff to follow up with Browns Hill and an electrician to install separate fuses for each pump rather than the one current fuse for all pumps to avoid a complete shut down if a fuse were to go out in the future.
- *Water Issues* – We have had a few resident concerns regarding discoloration of water between February 6-9. Staff has been flushing the system and troubleshooting why this was happening. We have narrowed it down to the issue discussed previously on February 4 when a circuit went out and shut down the pumps in the pump house. We feel the loss in pressure along with the instant change of pressure when we converted to emergency water aggravated the distribution system causing sediment to stir and result in discolored water. We are making changes to the pump house as mentioned above to avoid this happening again.
- *Tank Roof* – The south storage tank roof at the Water Plant was budgeted to be replaced in 2021. During previous work on those tanks in 2020, we found severe structural damage to the roof supports. A recent visual inspection showed additional deterioration. We are in the process of getting bids to do an emergency repair ASAP. The estimated cost is approximately \$150,000.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	February 17, 2021
SUBJECT:	Award South Water Tank Contractor
ACTION PROPOSED:	Consider Awarding South Water Tank Construction to CB&I (McDermott).
ATTACHMENTS:	1. Tabulation of bids 2. Site Map 3. Picture of proposed stairway 4. Picture of standard vertical ladder
PRESENTED BY:	Marco Carani, Public Works Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award a contract to CB&I (McDermott) for the construction of the South Water Tank.

As Town Council is aware, Staff has been working with J-U-B Engineering on the design of a 1.5-million-gallon elevated water tank south of Pioneer Ridge near the intersection of WCR 17 and WCR 40. The tank will be fed from a new pump house constructed on WCR 13 from a new distribution line constructed from Hwy 60 to tank site and then feeding the Pioneer Ridge development. The benefits of this project will include additional system/water capacity, more consistent pressures in the distribution system, and better water distribution and quality for the south and western parts of Town. The construction of this tank is a recommendation in the 2015 Water Utility report to meet current and future needs. The distribution pipeline will also add value to support development in the southwest area of Town, as well as for future developments in Town.

Based on the fact tank construction is specialty work, the bid was by invitation only and provided to four pre-qualified bidders: Caldwell, Landmark, CB&I (McDermott), and Phoenix. All four of the pre-qualified bidders submitted bids for the Tank project. After review of the bids, staff narrowed it down to two bidders.

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The quotes received were as follows:

Landmark	\$4,269,600.00
CB&I (McDermott)	\$4,391,200.00
Caldwell	\$5,455,500.00
Phoenix	\$5,081,000.00

Town staff along with J-U-B staff interviewed the two low bidders and are recommending an award to CB&I (McDermott). While CB&I (McDermott) has come in slightly higher than Landmark Builders by \$121,600, there are reasons supporting this recommendation. First, Staff as well as J-U-B are recommending CB&I (McDermott) because, while Landmark's foundation design met the requirements of the bid, we believe the structural pier foundation provided by CB&I will add to the stability of the tank and provide a stronger foundation. Another factor in the decision, is the fact that Landmark constructed the Town's North Tank in 2008 and when the project was completed the tank had a lean to it. While we did discuss this past project with them during their recent interview, Staff was not completely satisfied with current quality control (even though the lean was fixed on the north tank).

The bids also have a line item for a stairway at an additional cost, compared to the vertical ladder that comes standard. The stairway provides better safety for Staff and inspectors who may need to climb the tank for maintenance or inspection purposes. The recommendation includes the addition of the stairway installation. The additional cost for the stairway from both contractors is as shown below:

Landmark	\$117,600.
CB&I	\$103,000.

A total of sixteen million (\$16,000,000) was allocated in the FY2021 budget for the entire project. Five million (\$5,00,000) was earmarked for the tank. The amount from CB&I (McDermott) for the tank and stairs equals \$4,494,200. The remaining funds of \$11,505,800 will be used for the distribution line and pump house.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

Funds have been allocated in the FY2021 budget for the project.

RECOMMENDED ACTION: Approve Selection of CB&I (McDermott) to construct the south 1.5 million-gallon elevated tank.

SUGGESTED MOTIONS:

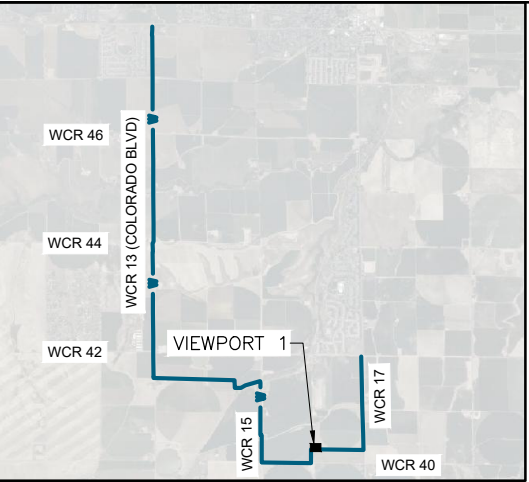
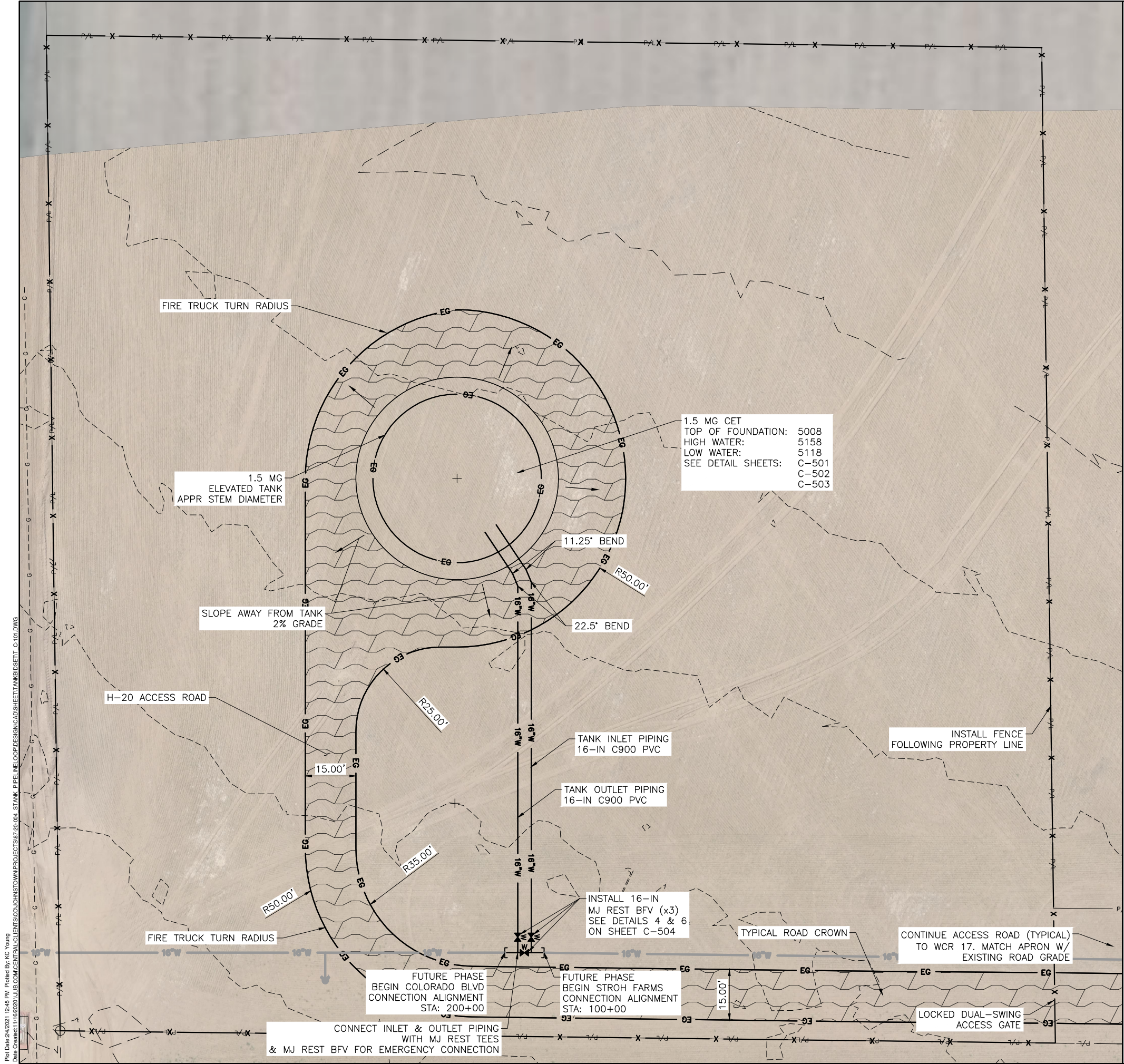
For Approval: I move to award of the South Tank Construction Contract to CB&I as presented, with the added line item of \$103,000 for a stairway for a total of \$4,494,200. This recommendation also provides to permit the Town Manager to approve changes of up to 5% of the project approved cost herein.

For Denial: I move that we deny awarding a contract and solicit more bids for this project or award to the low bid.

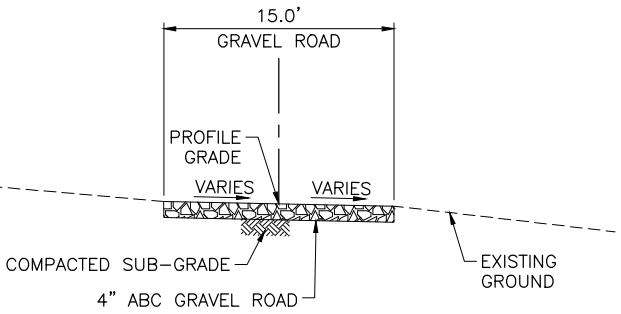
Reviewed and Approved for Presentation:

Town Manager

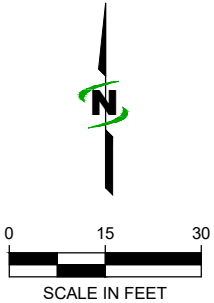
<u>Bidder</u>	<u>Landmark</u>	<u>CB&I (McDermott)</u>	<u>Phoenix</u>	<u>Caldwell</u>
<u>Fee</u>	\$ 4,269,600.00	\$ 4,391,200.00	\$ 5,081,000.00	\$ 5,455,500.00
<u>Fee including Stairway (instead of ladder)</u>	\$ 4,387,200.00	\$ 4,494,200.00		
<u>Schedule</u>	6/1/21 to 9/17/22	10/1/21 to 12/12/22	Not specified	Not specified
<u>Bidder Qualifications</u>	Met pre-qualifications	Met pre-qualifications	Met pre-qualifications	Met pre-qualifications
<u>State Contractor License Number</u>	20011177333		20061458253	
<u>Subcontractor and Supplier Qualification Information</u>	Sub: Southpaw Electric, Browns Hill, Elco Drilling Sup: SSAB NA, CMC	Sub: LMS Drilling, Advanced Tank and Construction, Brothers Electrical Sup: SSAB, Loveland Ready Mix, Browns Hill, PAX		Sub: Ozark Mtn Construction, Vifinc Industrial, Brothers Elect Sup: Areclor Mittal Steel, Evraz Claymont Steel, Nucor Plate mill, Olymic Steel, SSAB, Nucor Steel
<u>List of Construction Equipment</u>	Supplied	Supplied	Supplied	Supplied
<u>Financial Statements</u>	Supplied	Supplied	Supplied	Supplied
<u>Bidder References</u>	Supplied	Supplied	Supplied	Supplied
<u>Bidding Addendums Acknowledgement</u>	Yes	Yes	Yes	Yes
<u>Penal Bond</u>	Yes, 3%	Yes, 3%	Yes, 3%	Yes, 3%
<u>Damage Bond</u>	Yes, 2%	Yes, 2%	Yes, 2%	Yes, 2%
<u>Litigation</u>	No	Yes - met with legal	No	No
<u>Safety Program</u>	0.926	0.42	4.676	1.736
<u>Substitute an/or equal items</u>	12-foot road with 8-inches ABC	Different Geometry of the Tank	Different Geometry of the	Different Geometry of the Tank
	Schedule is 10 days on 4 days off	Different Foundation Design		Different Foundation Design
	Staircase adds \$117,600	Staircase adds \$103,000		
	No Overtime for Inspectors included	Inlet/Outlet control valve and bypass suggestion - adds \$38,300		
		Inlet/Outlet crossover to tank drain suggestion - adds \$13,000		
<u>Additional Notes on Landmark and CB&I</u>	• Personal/relational approach • Low bid • Northern Colorado experience • Timnath • Fort Collins-Loveland twin tanks • CWCWD • Greeley • Improved access road • Schedule • High confidence in coating subs	• Professional approach • Local subs • Lots of detail in foundation, design very thorough • Quality control		
<u>Pros</u>				
<u>Cons</u>				
<u>References</u>	• Good communication • Stand by their work • Lots of experience in Colorado • Would work with them again • No/minimal change orders • Value propositions - will propose items they believe can save some money for the Town by simplifying construction	• "Best approach, best tank" and "gold standard" • Nomadic crews • Some waiting in between crews - during the rough winter in 2019 • Concrete looks better than Landmark's • No/minimal change orders • Excellent subs		



- KEY MAP**
- NOTES:**
- SEE TANK ELEVATION DRAWING, SHEET C-501
 - FOR PVC PIPE BEDDING, TRENCH, & RESTRAINT DETAILS SEE SHEET C-504



TANK ACCESS ROAD



Item #9.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.

4745 Boardwalk Drive
Building D, Suite 200
Fort Collins, CO 80525

Phone: 970.377.3602
www.jub.com

PRELIMINARY
PLANS

NOT FOR
CONSTRUCTION

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REUSED WITHOUT WRITTEN CONSENT BY JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	REVISION	DESCRIPTION	BY	DATE

SOUTH ELEVATED STORAGE TANK
TOWN OF JOHNSTOWN

SITE PLAN

FILE: T-C-101

JUB PROJ. #: 87-20-004

DRAWN BY: ###

DESIGN BY: ###

CHECKED BY: ADRS

AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY

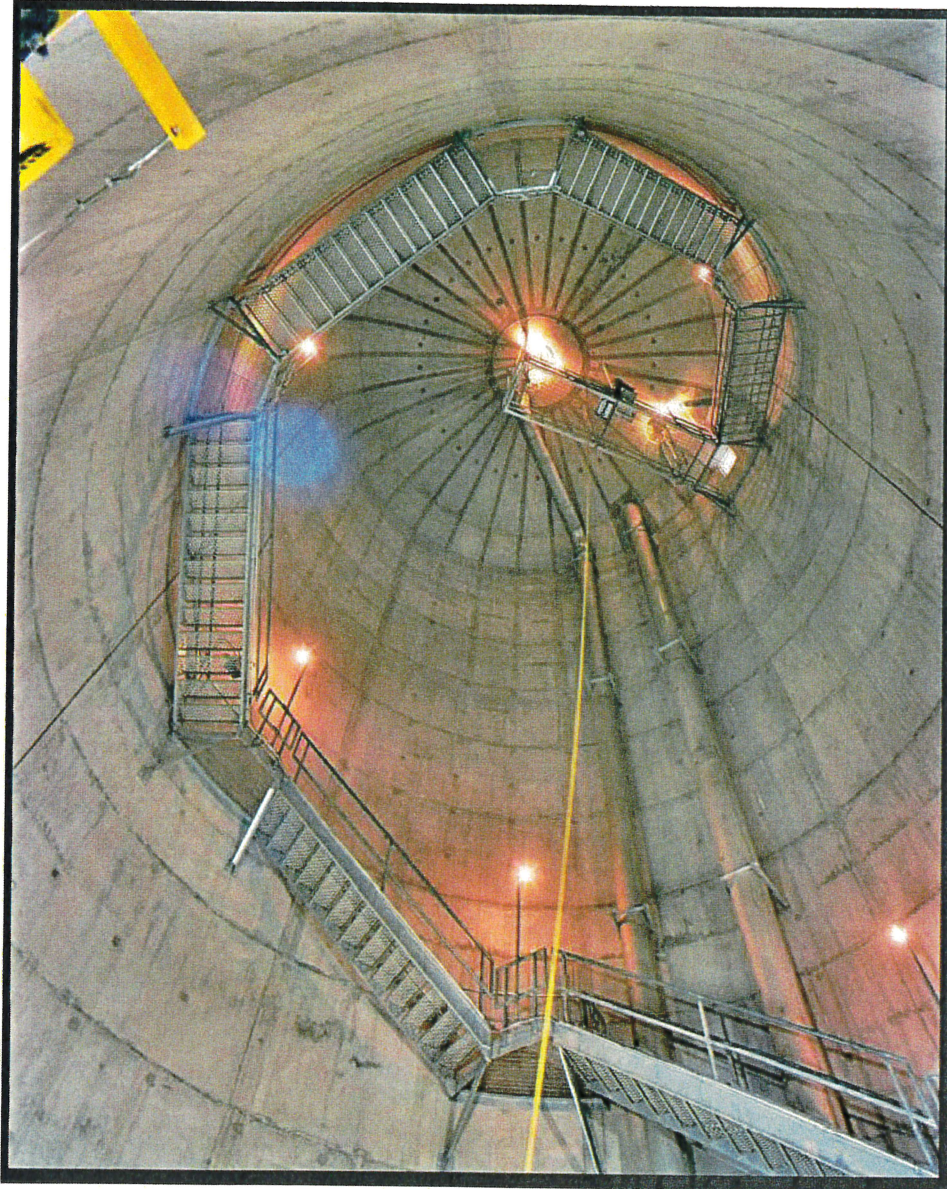
LAST UPDATED: 2/4/2021

DRAWING:

48











Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 17, 2021

SUBJECT: 2021 – 2030 Capital Improvement Plan

ACTION PROPOSED: Consider Approval of the 10-Year Capital Improvement Plan

ATTACHMENTS: 1. Johnstown 2021 – 2030 Capital Improvement Plan

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

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

The development of the Town of Johnstown CIP plays an important role in the Town's budget process. The upcoming year(s) of the CIP provides guidelines for near-term capital needs that should be considered when building the Town's 2021 Capital Budget. The Town of Johnstown's CIP is a ten-year plan that attempts to identify the needs of the community and indicates where the funding will need to originate during that ten-year period. In general, only projects/items that cost more than \$5,000 and have a useful life in excess of three years are included in the Town's CIP. Capital improvements refer to major, non-recurring physical expenditures such as land, buildings, public infrastructure, equipment and vehicles. The CIP is reviewed and updated on an annual basis. The current year CIP mirrors the capital projects approved in the FY2021 budget.

The CIP was developed with input from each department and their respective teammates within each department. We believe this document represents the needs of the organization for the benefit of the community. It is important to keep in mind that this is a living document as

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priorities and conditions can change from time to time based on realized weaknesses, opportunities, and unforeseen natural disasters to Town infrastructure.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

The CIP reflects long-term financial priorities of the Town related to capital projects.

RECOMMENDED ACTION: Approve the Johnstown 2021 – 2030 Capital Improvement Plan as presented.

SUGGESTED MOTIONS:

For Approval

I move to approve the Johnstown 2021 – 2030 Capital Improvement Plan as presented.

For Denial

I move we deny the Johnstown 2021 – 2030 Capital Improvement Plan as presented.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

2021 - 2030 Capital Improvement Plan - PROJECTS BY DEPARTMENT

DEPARTMENT	PROJECT NAME	FUND	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	FY '29	FY '30	TOTAL
Administration	Networks & Information Technology	Multiple Funds	\$ 54,000	\$ 50,000	\$ 20,000	\$ 20,000	\$ 70,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 75,000	\$ 25,000	\$ 374,000
Administration	Copier Replacement	General Fund					\$ 10,000				\$ 10,000		\$ 20,000
Administration	Parking Lot Overlays	General Fund	\$ 21,000		\$ 60,000		\$ 75,000		\$ 75,000			\$ 60,000	\$ 291,000
Administration	Facility Maintenance	General Fund	\$ 60,000	\$ 60,000	\$ 60,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 720,000
Administration	Vehicle Replacement	General Fund						\$ 32,000				\$ 34,000	\$ 66,000
Administration	Computer Software - Utilities/Financial	Multiple Funds		\$ 15,000						\$ 150,000			\$ 165,000
Administration Total			\$ 135,000	\$ 125,000	\$ 140,000	\$ 95,000	\$ 230,000	\$ 127,000	\$ 170,000	\$ 250,000	\$ 165,000	\$ 199,000	\$ 1,636,000
Planning	Comprehensive Plan & Updates	General Fund					\$ 60,000						\$ 60,000
Planning	Land Use Code Update	General Fund	\$ 155,000										\$ 155,000
Planning	GIS System Development	General Fund	\$ 12,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 147,000
Planning	Park, Trail, OS Master Plan	Parks & OS		\$ 60,000				\$ 40,000					\$ 100,000
Planning Total			\$ 167,000	\$ 75,000	\$ 15,000	\$ 15,000	\$ 75,000	\$ 55,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 462,000
Police	Copier	General Fund	6,000	7,500					10,000				\$ 23,500
Police	Radio Upgrades	General Fund	60,000										\$ 60,000
Police	Vehicle Replacement	General Fund	148,800	234,000	246,000	258,000	270,000	283,000	299,000	105,000	317,000	285,000	\$ 2,445,800
Police	UTV	General Fund		28,200									\$ 28,200
Police	Police Department Expansion	General Fund	30,000	150,000	800,000								\$ 980,000
Police Total			\$ 244,800	\$ 419,700	\$ 1,046,000	\$ 258,000	\$ 270,000	\$ 283,000	\$ 309,000	\$ 105,000	\$ 317,000	\$ 285,000	\$ 3,537,500
Parks	Park & OS Mowers	Parks & OS		\$ 20,000	\$ 65,000		\$ 25,000			\$ 25,000		\$ 75,000	\$ 210,000
Parks	Trail Development	Parks & OS	\$ 1,050,000	\$ 350,000		\$ 450,000		\$ 500,000		\$ 500,000		\$ 500,000	\$ 3,350,000
Parks	Regional Park Development	Parks & OS			\$ 500,000			\$ 200,000			\$ 250,000		\$ 950,000
Parks	Playground Improvements	Conservation Trust Fund/Park & OS	\$ 25,000	\$ 150,000	\$ 150,000	\$ 120,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 30,000	\$ 35,000	\$ 150,000	\$ 1,110,000
Parks Total			\$ 1,075,000	\$ 520,000	\$ 715,000	\$ 570,000	\$ 175,000	\$ 850,000	\$ 150,000	\$ 555,000	\$ 285,000	\$ 725,000	\$ 5,620,000
Water	Crew Vehicles	Water / Wastewater Fund		\$ 40,000		\$ 28,000		\$ 28,000		\$ 28,000		\$ 28,000	\$ 152,000
Water	Backhoe Replacement	Multiple Fund							\$ 160,000				\$ 160,000
Water	Generators	Water Fund	\$ 310,000	\$ 200,000									\$ 510,000
Water	Activated Carbon Feed	Water Fund	\$ 625,000										\$ 625,000
Water	Valve Exerciser	Water Fund		\$ 20,000									\$ 20,000
Water	Waterline Replacement/Expansion	Water Fund	\$ 1,060,000	\$ 150,000	\$ 250,000	\$ 125,000	\$ 150,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 2,735,000
Water	Instrumentation/SCADA	Water Fund	\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 50,000		\$ 250,000
Water	Hillsborough Ditch to Waterplant Design/Build	Water Fund		\$ 200,000	\$ 2,000,000								\$ 2,200,000
Water	Raw Water Acquisition	Water Fund	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 5,000,000
Water	Raw Water Piping Projects	Water Fund		\$ 200,000	\$ 200,000			\$ 500,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000		\$ 45,900,000
Water	South Water Tank Design/Build	Water Fund	\$ 16,000,000										\$ 16,000,000
Water	Water Treatment Plant Expansion	Water Fund	\$ 450,000	\$ 8,000,000									\$ 8,450,000
Water Total			\$ 18,995,000	\$ 9,310,000	\$ 3,000,000	\$ 653,000	\$ 700,000	\$ 1,228,000	\$ 15,910,000	\$ 15,728,000	\$ 15,750,000	\$ 728,000	\$ 82,002,000

TOWN OF JOHNSTOWN, COLORADO

2021 - 2030 Capital Improvement Plan - PROJECTS BY DEPARTMENT

DEPARTMENT	PROJECT NAME	FUND	FY '21	FY '22	FY '23	FY '24	FY '25	FY '26	FY '27	FY '28	FY '29	FY '30	TOTAL
Wastewater	Sewer Rehabilitation	Wastewater	\$ 150,000		\$ 200,000		\$ 200,000		\$ 200,000				\$ 750,000
Wastewater	Lagoon Rework	Wastewater	\$ 390,000										\$ 390,000
Wastewater	Vehicle	Wastewater		\$ 35,000			\$ 35,000			\$ 35,000		\$ 35,000	\$ 140,000
Wastewater	Instrumentation/SCADA	Wastewater	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 400,000
Wastewater	Low Point Design/Construction Build	Wastewater	\$ 8,250,000	\$ 7,000,000									\$ 15,250,000
Wastewater	Central Plant Design/Construction (Rebuild)	Wastewater	\$ 1,800,000	\$ 10,500,000	\$ 10,000,000								\$ 22,300,000
Wastewater	Sewer Interceptor Expansion & Design	Wastewater	\$ 13,723,000	\$ 28,000,000	\$ 5,000,000								\$ 46,723,000
Wastewater Total			\$ 24,353,000	\$ 45,575,000	\$ 15,240,000	\$ 40,000	\$ 275,000	\$ 40,000	\$ 240,000	\$ 75,000	\$ 40,000	\$ 75,000	\$ 85,953,000
Drainage	Drainage - Estes & Greeley	Drainage	\$ 2,700,000										\$ 2,700,000
Drainage	Johnstown Lake Dam Reconstruction	Drainage	\$ 425,000										\$ 425,000
Drainage	Storm Drains - Maintenance	Drainage	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 150,000	\$ 150,000	\$ 300,000	\$ 150,000	\$ 1,350,000
Drainage Total			\$ 3,225,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 150,000	\$ 150,000	\$ 300,000	\$ 150,000	\$ 4,475,000
Cemetery	Riding Mower	Parks & OS		\$ 20,000			\$ 20,000			\$ 20,000			\$ 60,000
Cemetery	Facility Barn	Parks & OS	\$ 35,000	\$ 35,000									\$ 70,000
Cemetery	Columbarium	Parks & OS			\$ 80,000			\$ 100,000				\$ 100,000	\$ 280,000
Cemetery	Cemetery Expansion	Parks & OS		\$ 150,000	\$ 100,000			\$ 100,000					\$ 350,000
Cemetery	Fence around front/north	Parks & OS		\$ 45,000				\$ 75,000					\$ 120,000
Cemetery Total			\$ 35,000	\$ 250,000	\$ 180,000	\$ -	\$ 20,000	\$ 275,000	\$ -	\$ 20,000	\$ -	\$ 100,000	\$ 880,000
Streets	Curb & Gutter/Sidewalk Replacement	Street & Alley	\$ 145,000	\$ 105,000	\$ 105,000	\$ 115,000	\$ 115,000	\$ 115,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 135,000	\$ 1,210,000
Streets	Street Maintenance Program	Street & Alley	\$ 600,000	\$ 750,000	\$ 850,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 975,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 9,025,000
Streets	Bridge Repair & Maintenance	Street & Alley		\$ 100,000		\$ 100,000		\$ 100,000		\$ 100,000			\$ 400,000
Streets	Alley Overlay Program	Street & Alley		\$ 100,000		\$ 100,000		\$ 100,000		\$ 100,000		\$ 100,000	\$ 500,000
Streets	LCR 3 Design and Construction	Street & Alley		\$ 150,000		\$ 2,500,000	\$ 1,000,000		\$ 100,000				\$ 3,750,000
Streets	Charlotte Construction	Various Funds	\$ 400,000	\$ 2,500,000					\$ 100,000				\$ 3,000,000
Streets	2nd Street Bridge	Capital Projects Fund	\$ 1,000,000						\$ 3,750,000				\$ 4,750,000
Streets	I-25/Highway 60 Aesthetic Improvements	Capital Projects Fund	\$ 3,400,000										\$ 3,400,000
Streets	Embankment Mower	Street & Alley	\$ 44,000										\$ 44,000
Streets	Pickup/Utility Truck	Street & Alley		\$ 50,000				\$ 50,000				\$ 55,000	\$ 155,000
Streets	Plow Trucks	Street & Alley	\$ 150,000	\$ 75,000			\$ 175,000	\$ 80,000			\$ 175,000		\$ 655,000
Streets	Roller for Street Repair	Street & Alley					\$ 60,000						\$ 60,000
Streets	Street Sweeper	Street & Alley								\$ 285,000			\$ 285,000
Streets	VacTruck	Street & Alley		\$ 180,000							\$ 200,000		\$ 380,000
Street & Alley Total			\$ 5,739,000	\$ 4,010,000	\$ 955,000	\$ 3,765,000	\$ 2,300,000	\$ 1,395,000	\$ 5,050,000	\$ 1,610,000	\$ 1,500,000	\$ 1,290,000	\$ 27,614,000
TOTALS			\$ 53,968,800	\$ 60,384,700	\$ 21,391,000	\$ 5,496,000	\$ 4,145,000	\$ 4,353,000	\$ 21,994,000	\$ 18,508,000	\$ 18,372,000	\$ 3,567,000	\$ 212,179,500



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 17, 2021

SUBJECT: Intergovernmental Agreement Concerning Regional Broadband Needs Assessment And Feasibility Study

ACTION PROPOSED: Consider Approval of the IGA for a Regional Broadband Study

ATTACHMENTS: 1. Intergovernmental Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In April 2020, the registered voters of the Town of Johnstown were asked to consider providing the Town with an exemption from SB152 which prohibits municipalities from the expenditure of funds for broadband projects. That ballot measure was approved by roughly a 75% - 25% margin in support of the exemption.

In the FY2021 budget, funds were appropriated for the first step in this process which is a broadband needs and financial feasibility study. During preparation of the Request for Proposal (RFP), I had the opportunity to discuss the project with other neighboring community Town Managers. A portion of them also had similar experience with less than desirable internet service from the current providers and were interested in the work we were doing. Consequently, they were in a similar position of wanting to explore a municipal broadband project. During our discussions we proposed the idea that maybe a collaborative option could be a solution that is more financially feasible rather than going it alone.

Each Manager then discussed the idea with their respective Council/Board's to issue a joint and regional RFP for a broadband needs and financial feasibility study. The general consensus the elected officials was this was a project and idea that would be amenable by all governmental entities. Accordingly, as we near completion of the RFP, attached is an Intergovernmental Agreement that outlines the obligations of each party regarding the cooperative Broadband RFP. Those parties involved in the collaborative IGA and Broadband RFP are as shown below. The

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cost obligations of each entity are also shown below and were allocated based on the population percentage by measuring the individual Town populations against the total population of the four towns in the IGA.

Town	Percentage Cost Obligation
Berthoud	24%
Johnstown	41%
Milliken	22%
Mead	13%

The general timeline of this project related to the RFP include the following:

- RFP Issuance
 - March 1, 2021
- RFP Due Date
 - March 31, 2021
- Tentative Award Date
 - Week of April 18, 2021

The IGA presented before you this evening outlines the obligations of the parties and provides no additional commitment by any of the participants beyond expenditures and completion of the study. Based on the findings of the study, each of the governmental agencies may decide individually how they want to proceed – regionally, individually, or status quo.

LEGAL ADVICE:

The IGA was drafted by the Town Attorney and reviewed by each of the other governmental entities.

FINANCIAL ADVICE:

Funds have been obligated for the work in FY2021.

RECOMMENDED ACTION: Approve the IGA as presented

SUGGESTED MOTIONS:

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For Approval

I move to approve the Intergovernmental Agreement Concerning Regional Broadband Needs Assessment And Feasibility Study as presented.

For Denial

I move we deny the Intergovernmental Agreement Concerning Regional Broadband Needs Assessment And Feasibility Study as presented.

Reviewed and Approved for Presentation,



Town Manager

INTERGOVERNMENTAL AGREEMENT CONCERNING REGIONAL BROADBAND NEEDS ASSESSMENT AND FEASIBILITY STUDY

This Intergovernmental Agreement Concerning Regional Broadband Needs Assessment and Feasibility Study (“Agreement”), is made and entered into, effective as of the date the last party executes it, between and among the TOWN OF JOHNSTOWN, a home rule municipality and political subdivision of the State of Colorado (“Johnstown”), the TOWN OF BERTHOUD, a statutory town and political subdivision of the State of Colorado (“Berthoud”), the TOWN OF MILLIKEN, a statutory town and political subdivision of the State of Colorado, and the TOWN OF MEAD, a statutory town and political subdivision of the State of Colorado (collectively, the “Municipalities”).

RECITALS:

WHEREAS, in 2005, the Colorado General Assembly enacted Title 29, Article 27 of the Colorado Revised Statutes, commonly known as Senate Bill 152, limiting a local government’s authority to provide, or participate in the provision of, advanced services, telecommunication services or cable television services, as defined therein, either directly or indirectly, with public or private sector partners, without first securing voter approval; and

WHEREAS, the registered electors of the Municipalities have a right to vote to opt-out of the limitations contained in Senate Bill 152, allowing the Municipalities to explore opportunities to provide access to high-speed broadband networks and fast, affordable and reliable internet services to their residents and businesses; and

WHEREAS, the Municipalities desire to obtain a Regional Broadband Needs Assessment and Feasibility Study (“Regional Study”) and to share the cost of such Regional Study; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2), and Section 29-1-203, C.R.S., authorize the Municipalities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the parties, which may include the sharing of costs or debt; and

WHEREAS, the Municipalities have determined that the execution of this Agreement achieves greater efficiencies for the provision of services to the public and is in the best interests of each party hereto.

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, it is hereby agreed between and among the Municipalities as follows:

1. Regional Study. To assess the need, feasibility and viability of providing, and the means by which to provide, a high-speed broadband network and fast, affordable and reliable internet service to their residents and businesses, the Municipalities agree to engage a qualified firm, or, if working as a team, qualified firms, to complete the Regional Study. The scope of the Regional Study shall be set forth in a mutually agreeable request for proposals (“RFP”). Subsequent to the issuance and posting of the RFP, the scope of the Regional Study shall not be modified absent agreement of all the Municipalities.

2. Cost of Regional Study. The Municipalities shall proportionally share the cost of the Regional Study based on the estimated population of each. Pursuant to that methodology, Johnstown shall pay forty-one percent (41%) of the cost; Berthoud shall pay twenty-four percent (24%) of the cost; Milliken shall pay twenty-two percent (22%) of the cost; and Mead shall pay thirteen percent (13%) of the cost. For ease and efficiency, Johnstown shall, upon receipt of permissible billing statements from the firm, or firms, engaged to perform the Regional Study, pay such bills. Johnstown shall thereafter submit invoices to Berthoud, Milliken and Mead for each municipalities’ proportionate share of the cost. Berthoud, Milliken and Mead agree to pay the invoices to Johnstown within thirty (30) days of receipt.

3. Notices. Notices hereunder shall be provided by U.S. Mail or by electronic mail as follows:

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

Town of Berthoud
Attn: Town Administrator
807 Mountain Avenue
Berthoud, CO 80513
Email: ckirk@berthoud.org

Town of Milliken
Attn: Town Administrator
1101 Broad Street
Milliken, CO 80543
Email: CPowell@millikenco.gov

Town of Mead
Attn: Town Manager
441 Third Street

Mead, CO 80524

Email: hmigchelbrink@townofmead.org

4. Amendment. All amendments to this Agreement must be made in writing and approved by the Municipalities.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with Colorado law. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado.

6. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Municipalities and supersedes all prior agreements or understandings.

7. Assignment. This Agreement may not be assigned or transferred in whole or in part without the prior written consent of the other Municipalities.

8. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary action, notices, meetings, and hearings pursuant to any law required to authorize their execution of this Agreement have been made.

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

10. Counterparts. This Agreement may be executed in multiple counterpart originals and in such case this Agreement shall have the same force and effect as if all signatures appeared on the same original. An executed copy shall be considered an executed original.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

Diana Seele, Town Clerk

Dated: _____

By: _____

Gary Lebsack, Mayor

Dated: _____

ATTEST:

TOWN OF BERTHOUD, COLORADO

_____, Town Clerk
Dated: _____

By: _____
_____, Mayor
Dated: _____

ATTEST:

TOWN OF MILLIKEN, COLORADO

Carrie Rinebarger, Town Clerk
Dated: _____

By: _____
Elizabeth Austin, Mayor
Dated: _____

ATTEST:

TOWN OF MEAD, COLORADO

Mary E. Strutt, MMC, Town Clerk
Dated: _____

By: _____
Colleen G. Whitlow, Mayor
Dated: _____



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 17, 2021

SUBJECT: CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027

ACTION PROPOSED: Consider Approval of the CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027

ATTACHMENTS: 1. State of Colorado - Standard Utility Agreement - Contract 21-HA4-ZK-00027

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Attached for your review and consideration is the CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027 between the Town and the State of Colorado. The scope of work includes for the Town to install additional waterlines parallel to Highway 60, and East of I-25 with the intent to take over three (3) existing water services with the ability to serve a total of five (5) properties currently in the Little Thompson Water District. The work will also include stormwater utility extensions on both sides of I-25, currently owned by the Town. In October 2020, Council approved acceptance of the services and water dedication for the water expansion when the work is completed. This project is in an effort to control utility construction costs associated with the North I-25 Expansion Project.

Currently based on the scope of work and the engineer's preliminary estimate, the cost of this project as outlined in the attached contract is \$634,066.95. The Town plans to bid this project out when design engineering is completed by CDOT. After the bid is opened, the Town and CDOT will review the bids and determine if an amendment needs to be completed to change the funds that will be provided for the project to be completed. The Town and CDOT have agreed that the Town will be reimbursed for the full cost of this work with the exception of one section of water service to a single customer on the Frontage Road, south of the I-25 & Highway 60 interchange. To serve this customer, a 4" line is planned to be installed. In this instance, the Town will have the ability to pay for the differential cost between the 4" line to a 12" line at its discretion. All

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other waterline extensions within this scope of work will be 12” and paid for through this contract agreement.

Council may recall a similar project agreement between the Town and the State for the installation of new waterline along the Frontage Road that is just south of Ronald Reagan Blvd. This contract and work are very similar in nature.

In anticipation of this project, funds for this work were included in the FY 2021 budget. Based on the fact that no design estimates were completed at the time, \$425,000 in expenditures and \$325,000 in revenues were included in the budget. This provided \$100,000 for the Town to utilize for upsizing of the line from a 4” to a 12” for better water distribution planning. The current estimates included in the contract agreement attached would suggest that a budget amendment appropriating funds for this project will be necessary, but there will also be a corresponding revenue reimbursement, resulting in a net zero change to the budget at the end of the FY 2021.

LEGAL ADVICE:

The Agreement was provided by CDOT.

FINANCIAL ADVICE:

A portion of funds have been obligated for the work in FY2021.

RECOMMENDED ACTION: Approve the CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027.

SUGGESTED MOTIONS:

For Approval

I move to approve the CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027 as presented.

For Denial

I move we deny the CDOT Standard Utility Agreement - Contract 21-HA4-ZK-00027 as presented.

Reviewed and Approved for Presentation,

A handwritten signature in blue ink, appearing to be 'W. J. C.', is written above a horizontal line.

Town Manager

STATE OF COLORADO STANDARD UTILITY AGREEMENT (“SUA”)

COVER PAGE

State Agency Department of Transportation	Contract Number 21-HA4-ZK-00027
Utility Owner TOWN OF JOHNSTOWN	Contract Performance Beginning Date The Effective Date (Controller Signature Date, noted herein)
Contract Maximum Amount \$ 634,066.95	Initial Contract Expiration Date April 23, 2023
This Agreement is for: X Engineering Design X Construction Work X Construction Inspection	
Project # NHPP 0253-280 Subaccount/WBS # 22831 Location: SH 60 at I-25 SC # 700118591	
Contract Purpose To replace/improve the existing water system along SH 60 due to the I-25 North widening project.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: 1. Exhibit A – Relocation Details (Part I: Agreement Details, Part II: Task Overview) & Part III: Owner’s Cost Estimate 2. Exhibit B – Owner’s Preliminary Plans 3. Exhibit C – Sample Option Letter The following are incorporated as terms and conditions into this Agreement. Items 1 and 3 are publically available, and all others are part of this Agreement. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Title 23, Code of Federal Regulations, Part 645 (Agreement shall be subject to any potentially conflicting terms). 2. Colorado Special Provisions in §20 of the main body of this Contract. 3. 2 CCR 601-18 (“Highway Accommodation Code”). 4. The provisions of the other sections of the main body of this Contract. 5. Exhibit A, Relocation Details and Owner’s Cost Estimate 6. Exhibit B, Owner’s Preliminary Plans 7. Exhibit C, Executed Option Letter(s).	
Principal Representatives For the State: David Torrez, Regional Utility Engineer Region 4, Utility Program 10601 10th St. Greeley, CO 80634 Phone: 970-350-2111 Email: david.torrez@state.co.us For Utility Owner: Matt LeCerf, [Town Manager] Town of Johnstown 450 Parish Ave, P.O. Box 609 Johnstown, CO 80534 Phone: 970-587-4664 Email: mlecerf@townofjohnstown.com	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

Utility Owner TOWN OF JOHNSTOWN _____ Signature _____ By: Printed Name & Title of Signer Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ By: Stephen Harelson, P.E., Chief Engineer Date: _____
2nd Utility Owner Signature if Needed _____ By: Printed Name & Title of Signer Date: _____	
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

THIS “AGREEMENT” or “Contract” is between the State of Colorado acting by and through Colorado Department of Transportation (“State” or “CDOT”) and Town of Johnstown (“Owner”)

RECITALS:

1. It is necessary for CDOT to make certain improvements to the State Highway System (the “Highway Improvements”) which are located within Weld County, on State Highway 60 and I-25.
2. The Highway Improvements require the Owner to relocate, adjust, or install utility facilities (“the Work”), which is generally described as follows:

To replace/improve the existing water system along SH 60 due to the I-25 North widening project .

3. Authority exists in law and funds have been budgeted, appropriated, and otherwise made available by CDOT for the Work.
4. All citations to rules, codes, documents, and laws refer to the most recent versions.
5. The Owner’s Preliminary Plans (see Exhibit B) outline the Work. The Owner shall prepare detailed plans in conformance with Part 645, Subpart A of Title 23, Code of Federal Regulations (23 CFR 645A).
6. CDOT is authorized to pay the Owner for the performance of the Work pursuant to Sections 43-1-225, CRS or 43-1-208, CRS.
7. CDOT and the Owner must comply with 23 CFR 645 and 2 CCR 601-18 (“Highway Utility Accommodation Code); to obtain federal participation in the costs of the Work.
8. CDOT and the Owner desire to complete the Work as soon as possible.

NOW THEREFORE, THE PARTIES AGREE:

1. **Effective Date; Notice of Non-liability; Notice to Proceed.** This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (the “Effective Date”). The State shall not be liable to pay or reimburse Owner for any performance hereunder, including but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date, of this agreement, or any modification of work costs pursuant to Section 16 of this Agreement. CDOT will issue a written notice to proceed (“Notice to Proceed”) authorizing the Owner to proceed with the Work on or after the Effective Date. The Owner shall not begin performance of the Work until receipt of the written Notice to Proceed from CDOT. Upon receipt of written Notice to Proceed, the Owner shall diligently perform the Work without interfering with the Highway Improvements or causing avoidable delay. The Owner shall perform the Work in accordance with all terms and conditions of this Agreement.
2. **Timeframe for Completion of Work.** The Owner shall coordinate the Work with the Highway Improvements’ construction, as directed by CDOT, and shall complete the Work by the **Initial Contract Expiration Date** noted above.
3. **Reimbursement.** CDOT will reimburse the Owner for all “Eligible Costs” (as defined by 23 CFR 645) of the estimated the costs of the Work (see Exhibit A). The amount CDOT pays the Owner under this Agreement will be full compensation for all Eligible Costs incurred by the Owner while performing the Work.
4. **Determination of Work Costs.** The Owner will determine the direct and indirect work costs (as defined by 23 CFR 645) (“Work Costs”) accumulated under a work order accounting procedure prescribed by a federal or State regulatory body for the Work, which shall not exceed the **Contract Maximum Amount**, noted above, and this amount is the maximum amount payable under this Agreement to Owner by the State, as determined by the State from available funds. If the Work Costs are greater than \$150,000.00, CDOT may retain 10% of billed Work Costs, up to a maximum of 5% of the original Agreement amount, prior to the required audit by CDOT, pursuant to section 24-91-103, CRS. If CDOT retains payments pending an audit, CDOT will either pay the Owner for Eligible Costs in excess of any previous payments, or the Owner will reimburse CDOT for any previous payments in excess of Eligible Costs.
5. **Work Costs In Excess of Original Estimate.** If during the performance of the Work, the Owner discovers that estimated Work Costs (see Exhibit A) are undervalued, the Owner must obtain an Option Letter (see Exhibit C) or other amendment to this Agreement. CDOT will not pay for Work or Work Costs incurred prior to that

Work or Work Cost being authorized on a fully executed document, such as this Agreement, an Option Letter, or other amendment to this Agreement. The Owner must itemize all Work Cost increases on the final billing.

6. **Timeframe for Submission of Billings.** The Owner must submit all billings to CDOT for Work Costs not later than 120 days after completing the Work. CDOT will pay the Owner no more than once per month for satisfactory Work that is properly invoiced.
7. **Separate Invoice for Easements.** The Owner must invoice CDOT separately for all Work Costs incurred to acquire an easement or replacement right-of-way under this Agreement.
8. **Salvage Value of Materials Removed.** The Owner must credit CDOT for the value of all salvaged materials removed during the Work, as explained in 23 CFR 645.117(h). The Owner shall not dispose of any salvage materials without CDOT inspection and approval of such disposal.
9. **Recording Costs.** The Owner and its subcontractors, if any, shall develop and record all Work Costs in accordance with 23 CFR 645.117 and any other applicable regulations or procedures. The Owner shall provide CDOT with all information and reports required by State or federal statute, rules, regulations, or industry standards.
10. **Records Retention.** The Owner shall maintain a complete file of all records, documents, communications, and/or other written materials which pertain to the Work. Further, the Owner shall maintain such records for a period of three (3) years after the latter of: the date of termination of this Agreement, final payment for the Work, or resolution of pending matters related to the Work. The Owner shall be the custodian of all such records, documents, communications, and other materials, however, these items shall be the property of CDOT, and shall be maintained by the Owner in a reasonably usable and retrievable manner. This provision shall survive any termination clause.
11. **Audit, Inspection of Records, and Monitoring.** The Owner shall permit CDOT, the Federal Government, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Owner's records during the term of this Agreement and for the period of record retention described immediately above. This provision shall survive any termination clause. The Owner shall also permit the State, Federal Government, or any other duly authorized agent of a governmental agency to monitor all activities conducted by the Owner pursuant to the terms of this Agreement. The Owner shall further permit the monitor to review procedures and data, test materials, conduct visual inspections, perform on-site inspections, or any other reasonable procedure.
12. **Term of Agreement.** Unless otherwise terminated in accordance with provisions of this Agreement, this Agreement will terminate on the date CDOT makes final payment to the Owner.
13. **Early Termination in the Public Interest.** CDOT may terminate this Agreement at any time CDOT determines that the Work no longer serves the best interest of CDOT and its public. CDOT shall effect such termination by giving at least 20 days advanced written notice of the termination date. In the event of termination under this provision, the Owner shall be entitled to receive just and equitable compensation for any satisfactory Work completed. Upon termination, the Owner shall be obligated to immediately return any payment, information, or materials related to the Work.
14. **Early Termination for Cause.** If the Owner fails to perform in accordance with any provision of this Agreement, CDOT shall give the Owner written notice of such failure, at least ten (10) days to cure or justifiably explain such failure, and CDOT's intent to terminate this Agreement for cause. If such cure or explanation is not satisfactorily resolved after at least ten (10) days, CDOT may terminate the Agreement. If the Agreement is terminated for cause, Owner shall be obligated to immediately return any payment, information, or materials related to the Work. If the Agreement is terminated for cause but it is later determined that the Agreement should not have been terminated for cause, the rights and obligations of the parties shall be as described in the preceding provision related to termination in the public interest.
15. **Indemnification.** The Owner shall indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and

related costs, incurred as a result of any act or omission by the Owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This provision shall survive the termination of the Agreement. CDOT may withhold payments due to Owner pending resolution of any matter of indemnification.

16. **Option Letter.** CDOT may increase or decrease payment for Work Costs pursuant to this Agreement by using an Option Letter for this Agreement substantially similar to Exhibit C. Any other modifications not within the terms of this Paragraph must be executed by formal amendment to the Agreement.
17. **Federal/State Requirements.** The Owner shall strictly adhere to and comply with all applicable State and Federal laws, rules and regulations in performance of the Work. The Owner shall also require compliance with these statutes and regulations in all subcontractor agreements permitted under this Agreement. The Owner must obtain CDOT approval prior to award of any subcontract between the Owner and any other party for the performance of any part of the Work.
 - a. “Buy America” Requirements. All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as “processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product”. This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the project, does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater. If there is any foreign steel or iron permanently incorporated into the project the Contractor shall provide documentation of the project delivered cost of that foreign steel or iron.
 - b. The Contractor shall maintain on file certifications that every process, including the application of a coating, performed on steel or iron products either has or has not been carried out in the United States of America. This certification applies to every iron or steel product that requires pre-inspection, pretesting, certified test results, or a certificate of compliance. The Contractor shall obtain such a certification from each supplier, distributor, fabricator, and manufacturer that has handled each steel or iron product. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product.
 - c. The State, FHWA, and their representatives shall be allowed access to this documentation upon request. Prior to the permanent incorporation into the project of steel or iron products the Contractor shall certify in writing that the documentation is on file and the steel or iron products are in compliance with this requirement.”
18. **Legal Authority.** The Owner, by and through its signatory, warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to lawfully bind the Owner to the Agreement.
19. **Counterparts.** This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
20. **Special Provisions (effective. 11/1/2018).** These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

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Exhibit A: Relocation Details and Owner's Estimate

Part I: Utility Agreement Details – Worksheets below (Separated by two projects)

Project 1 – Johnstown New Waterline, Loop and LTWD Taps

n/a	If an option in this chart is not applicable, mark "n/a" in the left column.		
	This Agreement provides for reimbursement of the following costs:		
	Cost Type	Work to be performed by:	Or: (Check both (owner & consultant), if applicable)
	☒ Preliminary Engineering (Review)	☒ Owner	☒ Consultant
	☒ Construction Traffic	☐ Owner	☒ Sub-Contractor (i.e. contractor on behalf of Utility owner)
	☒ Construction engineering/Inspection (Review)	☒ Owner	☒ Consultant
	Existing utilities in conflict with highway construction are: ☐ on an existing right of way ☒ on right of way CDOT will acquire or has since acquired		
	Adjusted and/or relocated utilities will be located: ☐ within CDOT right of way ☒ within an easement of the Owner		
	Proof of real property interest or eligibility for reimbursement is: Recorded title in County: Weld County		
	Affidavit (attached) Form #:		
	Local Ordinance #:		
	Easement (copies attached, include in Exhibit A): Attached, immediately following.		
	Governmental subdivision (§43-1-225, C.R.S.)		
	A consultant was retained through: ☐ Competitive negotiation (attach certification of consultant) ☒ Existing ongoing written Agreement (attach certification of consultant)		
	A construction sub-contractor was or will be selected through: ☐ Competitive bidding ☒ Existing ongoing written agreement		
n/a	List any low-cost, incidental work (e.g. tree-trimming, x-ray weld inspection, etc.) to be reimbursed under this Agreement which will be awarded without competitive bidding (or check not applicable box): <i>Not applicable</i>		
	If CDOT and the Owner are each responsible for a share of the total relocation costs, the estimate and subsequent billings will be based on (and option documented in Estimate): ☒ Actual costs attributable to CDOT ☐ Total work adjusted to CDOT's pro-rata share		
n/a	The work will involve: Replacement of a building, pumping station, substation, or any other similar unit (include credit for expired service life in Estimate).		



n/a	Betterment of a facility, other than one required by current industry codes or standards (include credit for betterment in Estimate).
n/a	Recovery of materials for later reuse by Owner (include credit in Estimate for salvage exceeding \$5,000 at current stock prices).

Project 2 – Casing Extension

n/a	If an option in this chart is not applicable, mark “n/a” in the left column.		
	This Agreement provides for reimbursement of the following costs:		
	Cost Type	Work to be performed by:	Or: (Check both (owner & consultant), if applicable)
	☒ Preliminary Engineering (Review)	☒ Owner	☒ Consultant
	☒ Construction Traffic	☐ Owner	☒ Sub-Contractor (i.e. contractor on behalf of Utility owner)
	☒ Construction Engineering/Inspection (Review)	☒ Owner	☒ Consultant
	Existing utilities in conflict with highway construction are: ☐ on an existing right of way ☒ on right of way CDOT will acquire or has since acquired		
	Adjusted and/or relocated utilities will be located: ☐ within CDOT right of way ☒ within an easement of the Owner		
	Proof of real property interest or eligibility for reimbursement is: Recorded title in County: Weld County		
	Affidavit (attached) Form #:		
	Local Ordinance #:		
	Easement (copies attached, include in Exhibit A): Attache immediately followingd.		
	Governmental subdivision (§43-1-225, C.R.S.)		
	A consultant was retained through: ☐ Competitive negotiation (attach certification of consultant) ☒ Existing ongoing written Agreement (attach certification of consultant)		
	A construction sub-contractor was or will be selected through: ☐ Competitive bidding ☒ Existing ongoing written agreement		
n/a	List any low-cost, incidental work (e.g. tree-trimming, x-ray weld inspection, etc.) to be reimbursed under this Agreement which will be awarded without competitive bidding (or check not applicable box): <i>Not applicable</i>		



n/a	If CDOT and the Owner are each responsible for a share of the total relocation costs, the estimate and subsequent billings will be based on (and option documented in Estimate): ☐ Actual costs attributable to CDOT ☐ Total work adjusted to CDOT's pro-rata share
n/a	The work will involve: Replacement of a building, pumping station, substation, or any other similar unit (include credit for expired service life in Estimate).
n/a	Betterment of a facility, other than one required by current industry codes or standards (include credit for betterment in Estimate).
n/a	Recovery of materials for later reuse by Owner (include credit in Estimate for salvage exceeding \$5,000 at current stock prices).

Alfred [Signature]

945

EASEMENT AGREEMENT

This Easement Agreement is made this 14 day of April, 1998, by and between H Bar H, Inc., whose address is 4020 Goeller Boulevard, Columbus, _____ County, Indiana 47201 ("GRANTOR"), and the Town of Johnstown, acting by and through the Town of Johnstown Water Activity Enterprise, a government-owned business within the meaning of Article X, Section 20(2) (d), of the Colorado Constitution, organized pursuant to C.R.S. §37-45.1-101 et seq., whose address is 101 West Charlotte Street, Johnstown, Colorado 80534 ("GRANTEE").

GRANTOR, for and in consideration of the sum of 5392 DOLLARS paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by the Easement Agreement does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a permanent non-exclusive easement and a temporary construction easement (to expire one (1) year from the date of execution of this easement agreement by GRANTOR) on and under the property described on Exhibit "A" attached hereto and incorporated herein by this reference, located in Weld County, Colorado ("Property"): for the purpose of:

1. Surveying, locating, installing, construction, using, operating, maintaining, inspecting, repairing, altering, removing and replacing one or more buried water and sewer pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and wastewater, and the operation and control of such pipelines;
2. Marking the location of the Property and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Property under the terms of this Easement Agreement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Property that might interfere with the operation and maintenance of GRANTEE'S activities and facilities on the Property; and
4. Access for purposes of maintaining; inspecting, repairing, altering, removing or replacing one or more buried pipelines across property owned by the GRANTOR that is contiguous to the Property with the GRANTOR'S consent, which consent shall not be unreasonably withheld.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and to a sufficient depth at the time of construction so as not to interfere unreasonably with ordinary cultivation of the Property;


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6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable, restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the condition existing prior to GRANTEE'S activities on the Property, or at GRANTEE'S option to pay the actual damages to such items caused by GRANTEE'S activities on the Property;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Property; and
9. Restore or replace improvements made by the GRANTOR on the Property that were made with the written consent of the GRANTEE as provided in paragraph 9 below, should those improvements be disturbed by the GRANTEE, on the condition that the GRANTOR pays one-half of the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the Property for any purpose consistent with the rights and privileges granted herein which will not interfere with or endanger any of the GRANTEE'S facilities on or under the Property or GRANTEE'S use thereof, provided that GRANTOR shall not:

10. Construct or allow the construction of any buildings or other structures on or under the Property;
11. Impound water or other substances on or over the Property;
12. Store or dispose of any dangerous, toxic or hazardous substance on or under the Property;
13. Alter or replace any fence on the Property without the prior written consent of GRANTEE;
14. Use the Property for any purpose except agriculture without the prior consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld for the following uses: a) Open space areas with or without landscaping but excluding fences, other than along property lines, retaining walls, and trees; b) Paved, gravel-surfaced, or unsurfaced local roadways (not arterials) on parking areas except uses involving long-term storage; c) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts; and
15. Plant or allow any trees to grow on Property without the prior written consent of GRANTEE.
16. SEE ADDENDUM ATTACHED

H BAR H INC.

ADDENDUM TO EASEMENT AGREEMENT BETWEEN JOHNSTOWN AND H BAR H

1. Due to stakes being placed showing location of the easement, it does not make sense to plant said fields. However, Johnstown will be liable for payment, as outlined elsewhere, for the crops that were to be planted in said fields. Landlord will supply list of said crops. *Basic for crop damage*
2. Disturbed areas are to be graded out and not left in a "hump" condition. *OK*
3. Contractors are to make proper arrangements for a continuing flow of water through disturbed ditches that serve planted crops. *OK*
4. Field roads are NOT to be used by contractors. Contractors ARE to stay in easement areas. *OK*
5. Disturbed hay fields are to be paid on a ~~three~~ *one* year basis for crop damage as bringing said field back to production will take three years. *OK*
6. Arterials listed in section 14 are to be treated as other paved roads, ie. written consent of Grantee shall not be unreasonably withheld. *OK*

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H-BAR-H INC

730 TERRACE LAKE DRIVE

COLUMBUS, INDIANA 47201

812 342 6968

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GRANTOR warrants and will forever defend the title to the Property.

DATED THIS 14th day of April, 1998.

GRANTOR:

H Bar H, Inc.

By:

J. V. BAR H, Inc.
Thomas Hoover Pres.

GRANTEE:

The Town of Johnstown,
A Municipal Corporation

By:

Thomas J. Mayor

STATE OF INDIANA)

COUNTY OF Bartholomew) §

The foregoing instrument was acknowledged before me this 20th day of April, 1998 by Karen A. Morris, as Notary Public, for H BAR H, Inc. Grantor.

Witness my hand and official seal

My Commission expires: _____



Karen A. Morris, Notary Public
Resident of Bartholomew Co.
My Commission Expires 6-9-01

Karen A. Morris
Notary Public

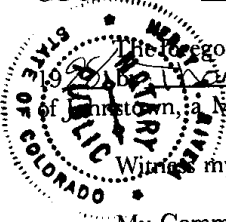
STATE OF COLORADO)

COUNTY OF Weld) §

The foregoing instrument was acknowledged before me this 4th day of May, 1998 by Thomas J. Mayor, as Mayor, for the Town of Johnstown, a Municipal Corporation, Grantee.

Witness my hand and official seal.

My Commission expires: March 16, 2000



Thomas J. Mayor
Notary Public

Intermill Land Surveying

- Registered in Colorado & Wyoming -

Item #12.



1301 N. Cleveland Ave.
Loveland, Colorado 80537
(970) 669-0516
Fax (970) 635-9775



P-98-4016
March 17, 1998

Description for Utility Easement (H Bar H, Inc. to the Town of Johnstown):

That portion of the Southwest Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado being more particularly described as follows:

Considering the West line of the Southwest Quarter of said Section 2 as bearing South 00° 23' 55" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Southwest Quarter of said Section 2; thence along the West line of the Southwest Quarter of said Section 2 South 00° 23' 55" East 612.67 feet; thence departing said West line North 89° 38' 22" East 50.00 feet to a point on the Easterly line of that certain parcel of land as described in deed recorded at Book 1084, Page 305, records of said County and the TRUE POINT OF BEGINNING; thence departing said Easterly line of said Book 1084, Page 305 North 89° 38' 22" East 29.86 feet; thence South 89° 49' 24" East 459.72 feet; thence South 89° 04' 27" East 317.90 feet; thence North 89° 22' 49" East 414.53 feet; thence North 84° 42' 04" East 386.77 feet; thence North 86° 54' 13" East 396.75 feet; thence North 88° 43' 23" East 388.40 feet; thence North 89° 49' 17" East 111.05 feet, more or less, to a point on the East line of the Southwest Quarter of said Section 2; thence along said East line South 03° 11' 29" East 30.04 feet; thence departing said East line South 89° 49' 17" West 112.34 feet; thence South 88° 43' 23" West 387.64 feet; thence South 86° 54' 13" West 395.70 feet; thence South 84° 42' 04" West 387.42 feet; thence South 89° 22' 49" West 416.16 feet; thence North 89° 04' 27" West 318.11 feet; thence North 89° 49' 24" West 459.38 feet; thence South 89° 38' 22" West 29.70 feet, more or less, to a point on the Easterly line of said Book 1084, Page 305; thence along said Easterly line of said Book 1084, Page 305 North 00° 23' 55" West 30.00 feet to the TRUE POINT OF BEGINNING.

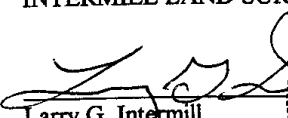


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5 of 7 R 41.00 D 0.00 JA Suki Tsukamoto

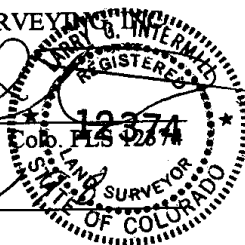
The above described Utility Easement contains 1.72± acres (75,171.64 square feet), more or less.

TOGETHER WITH a temporary construction easement being 70 feet in width located adjacent to, parallel with and Southerly of the Southerly line of the above described easement.

INTERMILL LAND SURVEYING, INC.

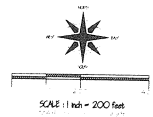
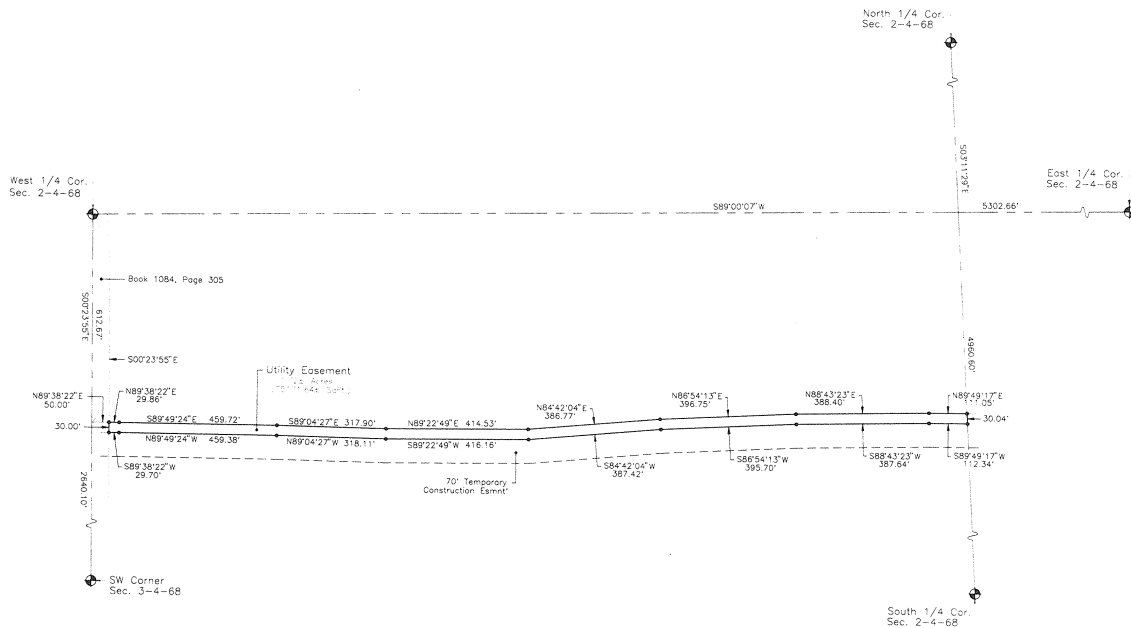

Larry G. Intermill

Date: 3/18/14




2621945 06/25/1998 02:30P Weld County CO
6 of 7 R 41.00 D 0.00 JA Suki Tsukamoto

H Bar H Inc. to the Town of Johnstown



INTERMILL LAND SURVEYING, INC.
1301 N. Cleveland Avenue
Loveland, Colorado 80537
(970) 669-0516



Part II: Utility Task Overview and Detail of Work Reimbursable by the Agreement

Exhibit A, in its entirety, is preliminary based upon the Parties' planned performance of the Agreement's scope, as of execution of the Agreement. In the event modifications are necessary, based upon Owner's selection of Contractor or developments with third parties, CDOT and Owner agree to work to modify this Agreement without unreasonable delay.

Project 1 – Johnstown New Waterline, Loop and LTWD Taps

Overview of Project:

- Town of Johnstown: New Waterlines along SH60 and the I-25 intersection
- The Town of Johnstown will be assisting with the abandonment of the LTWD water lines on the West Side of I-25 and under I-25. These lines will be abandoned in place with some modifications. A new 12" PVC line will be installed South of the Home Supply Ditch and SH60 and tied into the existing 12" PVC line in the SW Corner of SH60 and High Plains Blvd.
- Then east of High Plains Blvd – an 8" PVC Line will be installed to create a Johnstown loop – connecting 2 of their systems together.
- The current three taps that are supplied by LTWD will be transferring responsibility to Town of Johnstown.

Detailed Scope of Work,

Coordination, design, ROW procurement, materials and construction for the abandonment of 5,175 LF of small LTWD waterline and installation of 2,460 of 12" PVC and 1150 of 8" PVC along SH60 at the intersection with I-25. In addition, Johnstown will be taking over the (3) taps that presently LTWD is supplying on the East Side of I-25.

- The following narrative will help clarify the objectives, detail risk mitigation measures, and communicate all parties' expectations to ensure successful waterline installations, waterline abandonments, new tie-ins, casing and line extensions and removal efforts associated with the Johnstown projects.
- The installations, extensions, abandonments and tie-ins will be complete by May 2021. The Colorado Department of Transportation (CDOT), LTWD and the Town of Johnstown will coordinate through multiple meetings, plan reviews, design reviews, workshops and construction reviews. The following items document the general terms that are agreed to by all parties. Details specific to each relocation are included in the detailed scope descriptions.
- Preparation for the temporary service shutdown to the affected taps**
Work required to negate the effect of the temporary and permanent waterline and sewer shutdowns to the end users will be the responsibility of Johnstown and LTWD. This includes but is not limited to public notification, coordination with outside entities as needed, and temporarily routing water and sewage using existing infrastructure to any impacted end users.

Work specifically identified in this section shall be completed by Johnstown. The operation to distribute water and sewage through the system during the shutdown will be the responsibility of the Johnstown. If effort beyond standard operating norm is required, CDOT will reimburse the Town of Johnstown for that effort as agreed upon between both parties.

- Design review, construction, and field inspection**
The Project Team will provide design drawings and specifications for the relocation project that are signed and stamped by a professional engineer licensed in the State of Colorado. Johnstown will participate in the design review and provide comment and design changes as needed to the documents and provide timely approval to move forward with construction.

Responsibility of construction will be bid by Johnstown for construction separate from the CDOT project. CDOT and Johnstown will coordinate after review of the relocation scope, adjacent construction activities, and the necessary construction schedule to continue progress on the I-25 project.

Once design drawings and specifications are approved by the Town of Johnstown, any additional work by Johnstown's contractor at the request of and on behalf of Town of Johnstown shall not be paid for by the CDOT project, but shall be paid by the Town of Johnstown, unless otherwise agreed to in writing by the CDOT Project Engineer. If Johnstown should decide to upgrade the proposed infrastructure to account for future use, the cost of providing those upgrades shall be paid for by Johnstown, unless approved in writing by the CDOT engineer.

Johnstown will assist in construction sequencing, risk identification and mitigation, schedule reviews, and other pre-construction workshops and discussions to ensure a successful relocation alongside the I-25 project. As necessary, the Town of Johnstown will engage in field observation, construction meetings, and review as waterline installation progresses and will identify concerns and communicate comments in a timely fashion through an agreed-upon communication structure.

The review and approval of design plans and the inspection of construction by Johnstown during the relocation will be paid for by CDOT through the above referenced project.

- **Communication protocol**

The CDOT project team commits to the agreed-upon communication plan with identified project team members, attached to this agreement, during construction to identify and address any issues efficiently.

- **Invoicing**

The Town of Johnstown shall provide a monthly billing report to CDOT, in the format of a CDOT Form 10 or similar, detailing all time spent on work items that were performed by Johnstown personnel within that applicable billing period. If eligible reimbursement costs are anticipated to grow in excess of this agreement amount, Johnstown is responsible for communicating the need for additional funds as early as possible. CDOT cannot guarantee the reimbursement eligibility of costs that exceed the contract amount before an amendment to the agreement is in place.

Invoices shall be separated per the work areas identified in this agreement.

- **Tie-in schedule**

CDOT and Johnstown will collaborate on an estimated schedule of work to perform tie-ins, install the new waterline, casing extensions and relocated line and have the systems substantially complete.

The Town of Johnstown representatives are encouraged to attend as necessary to weekly construction meetings, as look ahead schedules will be provided and available for discussions.

- **As-Built Plans**

Upon completion of the new installation, Town of Johnstown shall supply as-built drawings in PDF format, DGN (MicroStation) files, as applicable, to the Town of Johnstown.

- **Requirement from LTWD to abandon the existing waterline**

The final design plans will contain final details regarding the abandonment and tie-over of the LTWD infrastructure, which will be completed by Johnstown. Information received from LTWD regarding these actions are included below. If information included here deviates from the final plans and specifications, the plans and specifications shall be considered the most accurate.

That tap/meter pit at the Red Barn Liquor store was removed. We still have a tap on the south side of the road that needs to maintain service just on the opposite side of the road as the liquor store. That is the tap I am mentioning below, hence the reason for the blowoff near the liquor store. The list and map are shown below:

- install a 2-inch blowoff near the Red Barn Liquor store just downstream of the last LTWD tap on CR 48,



- removing the meter pits for the three taps that are transferring to Johnstown,
- pulling the valve box tops from the 4 valves along the stretch of waterline (one on the west side and three on the east side of the intersection),
- removal of the two blowoffs and their related valve boxes east of High Plains Blvd,
- plug the small line to be abandoned as exposed near the liquor store and everywhere else the line is severed,
- abandonment of the line per CDOT's requirements (especially considering the location under the interstate).

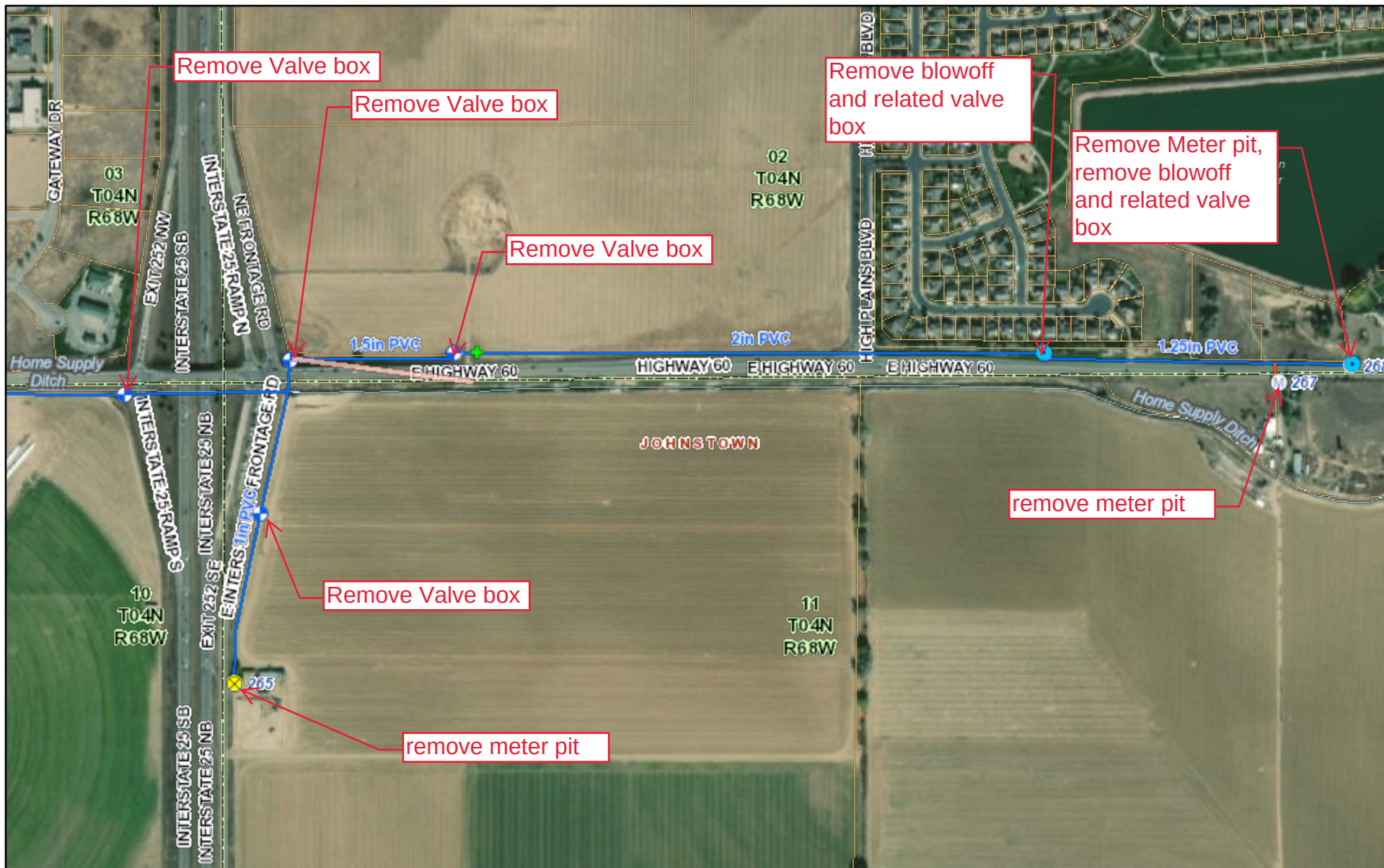
Work plan,

The scope of work for this agreement is the abandonment and installation of the impacted section of the LTWD waterlines on both the West/East side of I-25. On the West side the LTWD will be abandoned and on the East side Johnstown will be replacing the LTWD system with a 12" PVC line on the south side of SH60 and an 8" PVC on the north side of SH60, to supply the three water taps presently supplied by LTWD. Generally, this agreement will cover the following scope:

- Coordination of Johnstown with the project design team required after the agreement is in place.
- Technical design of the new water system – by Muller/Jacobs team.
- Purchase of new easement from the landowner to encapsulate the new water system. – by Johnstown and CDOT.
- The procurement of all necessary permits to perform installation of the new water system. – by Johnstown.
- The construction of the new water system, abandonment of the existing LTWD water lines on both the west and east side of I-25 and reconnect the 3 water taps on the east side of I-25 – by Johnstown.
- The testing, temporary shut-down, and tie-in of the new water system and existing taps – by Johnstown.
- The abandonment of the LTWD water lines west and east of I-25 – by Johnstown with cooperation from LTWD.
- Other activities as required to complete the installation of the new water system, abandonment of the LTWD water lines west and east of I-25 and reconnect the 3 water taps that will be changing responsibility to Johnstown as shown in the attached exhibits.

Associated deliverables/milestones: Anticipated Relocation Date – Prior to middle of 2021, assuming NTP is issued to allow work to commence following NTP and prior to anticipated date herein.

Map of Project 1 - Immediately Following this Page



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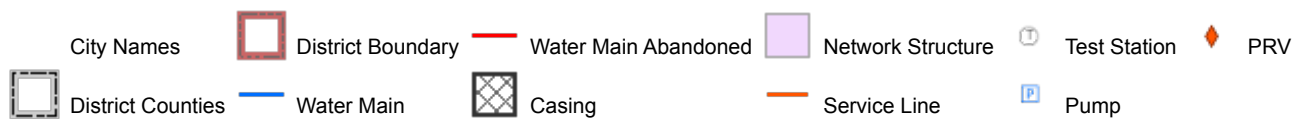
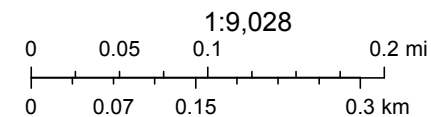


Exhibit A, Part II - Page 4 of 7



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Joe Robinson

ArcGIS Web AppB
USDA FSA | Joe Robinson |

Project 2 – Casing Extension

Overview of Project: Utility's name and address,

Town of Johnstown: Location of the relocation, Casing extension for both the water and sewer line on the west side of I-25 and north of SH60.

- There is an existing crossing under I-25 for both a Johnstown waterline and sewer line. With the expansion of I-25 – the casings on both the waterline and sewer line will need to be lengthened. The existing waterline is a 20" and it is reduced down to a 12" in the 20" casing under I-25. The existing sewer line is a 12" and is in a 24" casing.

Detailed Scope of Work,

Coordination, design, ROW procurement, materials and construction for the extension of the sewer and water line casings on the west side of the I-25.

- The following narrative will help clarify the objectives, detail risk mitigation measures, and communicate all parties' expectations to ensure successful waterline installations, waterline abandonments, new tie-ins, casing and line extensions and removal efforts associated with the Johnstown projects.
- The installations, extensions, abandonments and tie-ins will be complete by May 2021. The Colorado Department of Transportation (CDOT), LTWD and the Town of Johnstown will coordinate through multiple meetings, plan reviews, design reviews, workshops and construction reviews. The following items document the general terms that are agreed to by all parties. Details specific to each relocation are included in the detailed scope descriptions.
- **Preparation for the temporary service shutdown to the affected taps**
Work required to negate the effect of the temporary and permanent waterline and sewer shutdowns to the end users will be the responsibility of Johnstown and LTWD. This includes but is not limited to public notification, coordination with outside entities as needed, and temporarily routing water and sewage using existing infrastructure to any impacted end users.

Work specifically identified in this section shall be completed by Johnstown. The operation to distribute water and sewage through the system during the shutdown will be the responsibility of the Johnstown. If effort beyond standard operating norm is required, CDOT will reimburse the Town of Johnstown for that effort as agreed upon between both parties.

- **Design review, construction, and field inspection**
The Project Team will provide design drawings and specifications for the relocation project that are signed and stamped by a professional engineer licensed in the State of Colorado. Johnstown will participate in the design review and provide comment and design changes as needed to the documents and provide timely approval to move forward with construction.

Responsibility of construction will be bid by Johnstown for construction separate from the CDOT project. CDOT and Johnstown will coordinate after review of the relocation scope, adjacent construction activities, and the necessary construction schedule to continue progress on the I-25 project.

Once design drawings and specifications are approved by the Town of Johnstown, any additional work by Johnstown's contractor at the request of and on behalf of Town of Johnstown shall not be paid for by the CDOT project, but shall be paid by the Town of Johnstown, unless otherwise agreed to in writing by the CDOT Project Engineer. If Johnstown should decide to upgrade the proposed infrastructure to account for future use, the cost of providing those upgrades shall be paid for by Johnstown, unless approved in writing by the CDOT engineer.

Johnstown will assist in construction sequencing, risk identification and mitigation, schedule reviews, and other pre-construction workshops and discussions to ensure a successful relocation alongside the I-25 project. As necessary, the Town of Johnstown will engage in field observation, construction meetings, and review as waterline installation progresses and will identify concerns and communicate comments in a timely fashion through an agreed-upon communication structure.

The review and approval of design plans and the inspection of construction by Johnstown during the relocation will be paid for by CDOT through the above referenced project.

- **Communication protocol**

The CDOT project team commits to the agreed-upon communication plan with identified project team members, attached to this agreement, during construction to identify and address any issues efficiently.

- **Invoicing**

The Town of Johnstown shall provide a monthly billing report to CDOT, in the format of a CDOT Form 10 or similar, detailing all time spent on work items that were performed by Johnstown personnel within that applicable billing period. If eligible reimbursement costs are anticipated to grow in excess of this agreement amount, Johnstown is responsible for communicating the need for additional funds as early as possible. CDOT cannot guarantee the reimbursement eligibility of costs that exceed the contract amount before an amendment to the agreement is in place.

Invoices shall be separated per the work areas identified in this agreement.

- **Tie-in schedule**

CDOT and Johnstown will collaborate on an estimated schedule of work to perform tie-ins, install the new waterline, casing extensions and relocated line and have the systems substantially complete.

The Town of Johnstown representatives are encouraged to attend as necessary to weekly construction meetings, as look ahead schedules will be provided and available for discussions.

- **As-Built Plans**

Upon completion of the new installation, Town of Johnstown shall supply as-built drawings in PDF format, DGN (MicroStation) files, as applicable, to the Town of Johnstown.

Work plan,

The scope of work for this agreement is the extension of the casings for the Johnstown water and sewer lines that are presenting under I-25. Generally, this agreement will cover the following scope:

- Coordination of Johnstown with the project design team required after the agreement is in place.
- Technical design of the casing extension – by Muller/Jacobs team.
- Purchase of new easement from the landowner to encapsulate the casing extension and tie-ins to the existing lines. – by Johnstown and CDOT.
- The procurement of all necessary permits to perform casing extensions. – by Johnstown.
- The construction of the casing extensions – by Johnstown.



- The testing, temporary shut-down, and tie-in of the casing extension and tie-ins to the existing lines – by Johnstown.
- Other activities as required to complete the installation of the casing extensions, will be shown in the attached exhibits.

Associated deliverables/milestones, Anticipated Relocation Date – Prior to February 2021, assuming NTP is issued to allow work to commence following NTP and prior to anticipated date herein.

Exhibit A, Part III: Owner's Cost Estimate, Project #02

Item #12.

Waterline Option SH60 & I25 - Johnstown Casing

Section 1 - LTWD from West Tie-in to I-25

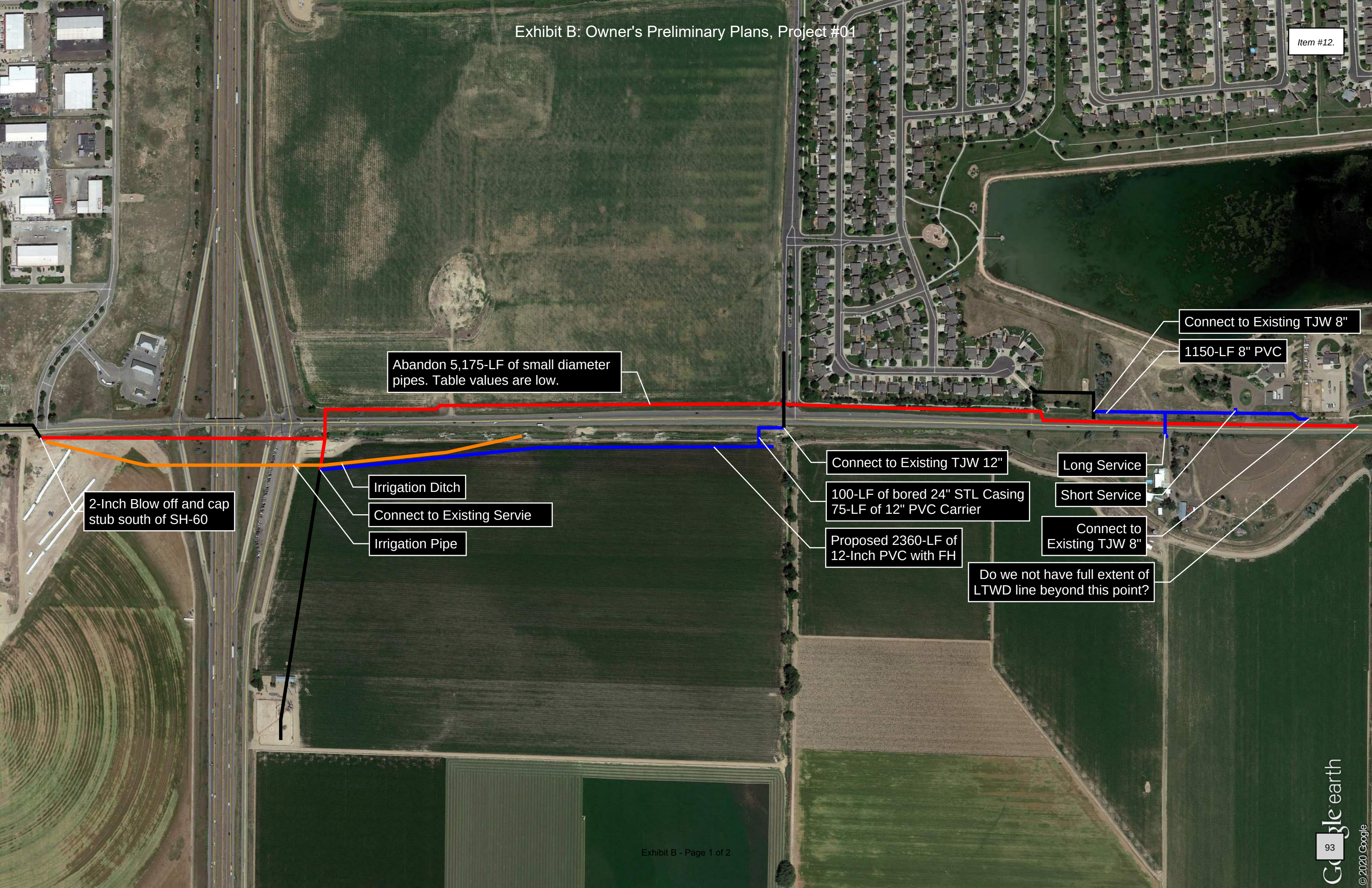
Casing and Piping Extension on West Side of I25 for Johnstown Sewer and Water Lines			Unit Cost	Cost
Mobilization		LS	\$ 6,700.00	\$ 0.00
Water line - Connection with 20" solid sleeve, install approximately 60' of 20" DIP, (3) 20" bends, approximately 60' of casing with 12" C900, (2) 20"x12" reducers and (2) thrust walls, including demo		LS	\$ 57,500.00	\$ 0.00
Sewer line - Install (2) manholes, approximately 60' of 12", approximately 20' of steel casing with 12" carrier pipe, and bypass pumping per notes. CLSM couplings, including demo		LS	\$ 54,600.00	\$ 0.00
Erosion Control and Seeding		LS	\$ 5,000.00	\$ 0.00
Cost Total				\$ 0.00

Johnstown's Internal Costs

Title	Quantity		Rate (\$/Hour)	Cost
Project Manager	0	HR	\$100	0.00
Manager	0	HR	\$100	0.00
Construction Foreman		HR	\$150	0.00
On site Inspections	0	HR	\$75	0.00
Administrative and Finance Hours	0	HR	\$50	0.00
Cost Total				\$0.00

CDOT Total Cost **\$ 0.00**

The quantities shall be determined upon final design, and funds shall be added accordingly, via Option Letter or Amendment, per this Agreement.



Abandon 5,175-LF of small diameter pipes. Table values are low.

Connect to Existing TJW 8"

1150-LF 8" PVC

Connect to Existing TJW 12"

Long Service

100-LF of bored 24" STL Casing
75-LF of 12" PVC Carrier

Short Service

Proposed 2360-LF of
12-Inch PVC with FH

Connect to
Existing TJW 8"

Do we not have full extent of
LTWD line beyond this point?

2-Inch Blow off and cap
stub south of SH-60

Irrigation Ditch

Connect to Existing Servie

Irrigation Pipe

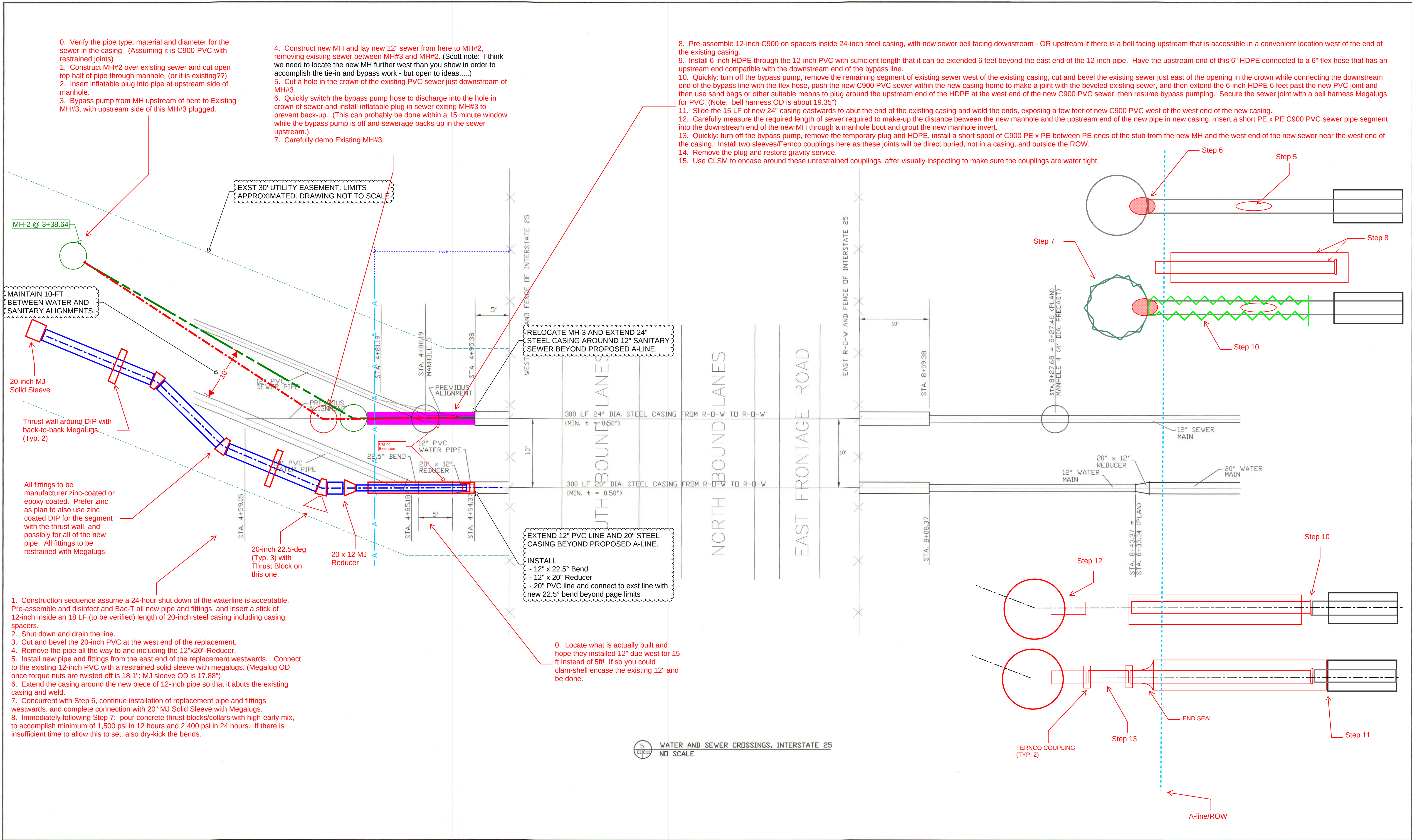




Exhibit C: Sample Option Letter

PO #:
Routing #:

SAMPLE OPTION LETTER		
<i>NOTE: This option is limited to the specific Agreement scenario listed below <u>AND</u> cannot be used in place of exercising a formal amendment.</i>		
FY:	Old Routing #	Old PO#
Option Letter No. 1	New Routing #	New PO# (if applicable)
A. FUNDING LEVEL UPDATE: Revised OWNER'S COST ESTIMATE (see Exhibit A-1) is attached. B. REQUIRED PROVISIONS: In accordance with Paragraph 17 of the original Agreement between the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT") and _____ (the "Owner"), dated _____ ("Agreement"), CDOT hereby exercises its option to increase/decrease Work Costs (as defined in Paragraph 5 of the Agreement) based on changes in the Work as specified on the attached revised Owner's Cost Estimate on Exhibit A-1. Exhibit C to the Agreement is hereby deleted in its entirety and Exhibit A-1 is hereby incorporated by reference into the Agreement. The amount of Work Costs is increased by \$ _____ to a new Agreement value of \$ _____ as consideration for Work ordered under the Agreement. Paragraph 5 <u>Determination of Work Costs</u> in the Agreement is hereby modified accordingly. The total Agreement value including all previous amendments, option letters, etc is \$ _____. The Effective date of this Option Letter is upon approval of CDOT Controller or delegate, whichever is later. STATE OF COLORADO Jared S. Polis, Governor By: _____ for the Executive Director Colorado Department of Transportation <u>ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER</u> §24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. The Owner is not authorized to begin performance until such time. If the Owner begins performing prior thereto, the State of Colorado is not obligated to pay the Owner for such performance or for any goods and/or services provided hereunder. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____		



Town of Johnstown

February 7, 2021

Ms. Katrina M. Klobberdanz, P.E.
Local Agency and Traffic Design Resident Engineer
Colorado Department of Transportation
10601 West 10th Street
Greeley, CO 80634

Re: Warrants and Signalization Consideration, Highway 60 and Carlson Boulevard

Dear Katrina:

I hope this letter finds you well and that you are staying healthy and safe. The Town of Johnstown is currently experiencing rapid growth in our community, and some of this additional growth includes the planned construction of two schools located southwest of Colorado Boulevard and Highway 60. One of the facilities will be a new elementary school, and the second facility will be a new high school. The facilities are expected to be completed and operational in August 2022 and August 2023 respectively.

The additional traffic will burden the area of Highway 60 and Colorado Boulevard as well as the adjacent intersections on Highway 60 significantly, with as much as 5,000 additional trips per day. Also, recently there have been a number of critical accidents at the intersection of Highway 60 and Colorado Boulevard, including one on January 11, 2021 that had significant injuries. It is based on the existing traffic challenges, the anticipated growth in the near future of new educational facilities, coupled with residential development adjacent to Highway 60 that is currently under construction that we are requesting a review for warrants for installation of a traffic signal at Carlson Boulevard and Highway 60. The Town would anticipate being an actively engaged financial partner in this project.

At your convenience, we would respectfully request a meeting with you and/or members of your team to identify how these warrants will be determined and additionally, how we can go about determining the process by which to install a new traffic signal along Highway 60 at Carlson Boulevard.

The Community That Cares

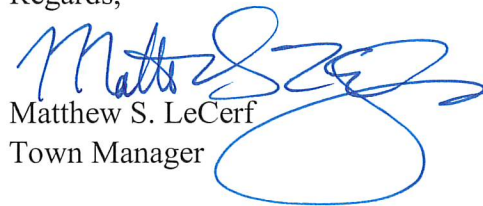
www.TownofJohnstown.com

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

Additionally, with the known development occurring south of Highway 60 on Colorado Boulevard, we would also welcome engagement on planning and design for full build out of the Colorado Boulevard and Highway 60 intersection. We believe it would be advantageous to evaluate this section of the corridor concurrently to optimize the traffic flow and ensure safety is kept at a premium.

Your attention to this matter is appreciated, and we appreciate the partnership that we have with you and the Colorado Department of Transportation. If you have any additional questions, please contact me at your convenience.

Regards,


Matthew S. LeCerf
Town Manager

cc: Johnstown Mayor Gary Lebsack
Johnstown Town Councilmembers
Marco Carani, PW Director
Ellen Hilbig, P.E., Deputy PW Director



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor Gary Lebsack and Town Council

FROM: Matt LeCerf, Town Manager

CC: Marco Carani, Public Works Director

DATE: February 4, 2021

SUBJECT: Design Build Services/CMaR-Waiver of Bidding Process

The Town is currently in the process of completing the design for the Low Point Wastewater Treatment Plant. The equipment for the facility has been bid out separately from the construction component to ensure that the cost is controlled, an upcharge isn't added to the equipment purchase by the contractor, and most importantly we procure equipment that is dependable.

The work related to wastewater treatment plant construction is a very specialized field and there are a number of reliable and qualified contractors that the Town plans to consider selecting from to with work on a design build/CMaR (Construction Manager at Risk) for the expansion of the plant. The Town would solicit proposals from approximately 3-5 preferred contractors requesting information related to a partnership to work with our engineering firm to ensure a streamlined process for the final design of the wastewater treatment plant.

This same process has been performed for the sanitary sewer interceptor project along Highway 60 and the Town's Recreation Center. The contractor from the proposals provided would then be selected and they would work with us as we finalize design of the Low Point Wastewater expansion. After completion of design, the contractor would provide a Guarantee Maximum Price (GMP) for the project and the GMP would be compared against an independent cost estimate to ensure the price is fair and reasonable. Assuming the Town has had a positive experience during the design build/CMaR component and the price proposal by the contractor is less than the independent cost estimate, the Town Council would be presented with a contract to award the construction to the CMaR contractor. If the CMaR contractor is not the lower of the cost estimates and will not meet the low-cost estimate, we will formally bid the project. The Town's purchasing policy provides guidance regarding this method of construction planning

The Community That Cares

www.TownofJohnstown.com

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

under the sections shown below. Please consider this formal notification in compliance with the Town's Purchasing Policy. The CMaR component for the design partnership with the contractor will not exceed the design build limitations.

11. Exemptions from Public Bidding

b. Design Build Services. This policy shall not apply to design-build specialty services so long as the project does not exceed \$100,000. If less than \$100,000, the following evaluation criteria shall apply:

1. A guaranteed maximum price must be agreed upon and any savings shall revert back to the Town if the final project cost is less than the guaranteed maximum price.
2. The Town shall have the option at any time to validate proposed costs and fees of the professional who must disclose all information used to arrive at the proposed costs and fees.

d. Waiver of Bidding Process. Notwithstanding the provisions of this Policy, the Town may forego the bidding process altogether in certain specific instances that would be in the best interests of the Town provided that there is sufficient information and documentation to demonstrate that a waiver of the procedure would benefit the Town. Any deviations from the bidding process must have Town Manager approval, who shall then generate a report to the Town Council for the next Town Council meeting explaining the reasons for the waiver. It is intended that this process should be used infrequently and only when there is supporting information to demonstrate that the waiver would be in the best interests of the Town and not in any fashion compromise the integrity of the overall bidding policy of the Town.



Town of Johnstown

Building Permit Statistics

December 2020

Single Family Residential

Issued ytd	108
Reviewed, ready to issue	3
Submitted, in system	<u>2</u>
Total in system	113

Commercial

*New Building Issued ytd	10
Reviewed, ready to issue	
Submitted, in system	<u>3</u>
Total in system	13

Other Residential (basements/alterations/additions)

Issued ytd	192
Reviewed, ready to issue	8
Submitted, waiting to submit	<u>7</u>
Total in system	207

Other Commercial * (tenant finish/alterations/additions)

Issued ytd	26
Reviewed, ready to issue	4
Submitted, waiting to review	<u>7</u>
Total in system	37

Fees collected at permit issuance

	Residential	Commercial
Construction Valuation	(\$40,405,891)	(\$41,667,935)
Building permit fees	\$338,138	\$235,021
F&F or F&F Credit	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$1,250	\$0
Water & Sewer Reimbursement	\$16,310	\$0
Raw Water Development Fee	\$631,670	\$258,493
Water Meter	\$31,320	\$6,667
Water Tap	\$746,692	\$280,398
Water Certificate	- 0 -	- 0 -
Sewer Tap	\$612,480	\$57,020
Sewer Certificate	- 0 -	- 0 -
Sewer Inspection Fee	\$11,700	\$900
Park	\$58,500	\$126,000
Use Tax	\$572,896	\$566,570
Larimer Use Tax	\$141,242	\$149,969
Open Space Impact Fee	\$139,679	\$254,520
Library Impact Fee	\$134,084	\$221,508
Public Facilities Impact Fee	\$185,801	\$560,369
Police Facilities Impact Fee	\$85,685	\$271,148
Transportation Facilities Impact Fee	\$324,674	\$1,504,855
Traffic Signal	\$2,789	\$0
School District Fee	(\$13,876)	(\$173,376)
Front Range/Loveland Fire Dist Fee	(\$113,829)	(\$249,371)

TOTAL FEES

\$4,034,910

\$4,493,439

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 4-plex					
Year	Issued	Month avg		Year	Issued Month avg
*1961 - 90	165	0.0		2016	132 11.00
1991	2	0.17		2017	140 11.67
1992	5	0.42		2018	126 10.50
1993	7	0.75		2019	87 7.25
1994	47	3.92		2020	108 9.75
1995	106	8.83			
1996	145	12.00			
1997	143	11.92			
1998	175	14..58			
1999	145	12.08		TOTAL	5106
2000	134	11.92			
2001	152	12.67			
2002	262	21.92			
2003	284	24.17			
2004	331	27.67			
2005	375	31.33			
2006	180	15.75			
2007	160	133.42			
2008	97	8.00			
2009	89	7.42			
2010	124	10.33			
2011	184	15.34			
2012	310	25.84			
2013	378	31.50			
2014	272	22.67			
2015	162	13.50			

The Community That Cares

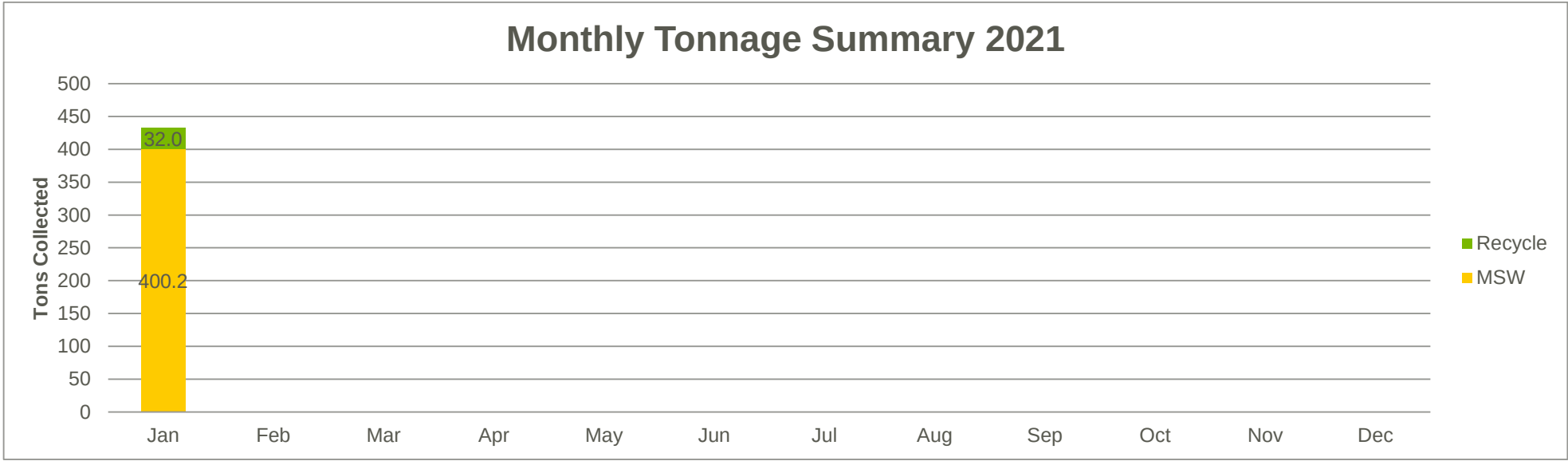
www.TownofJohnstown.com

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

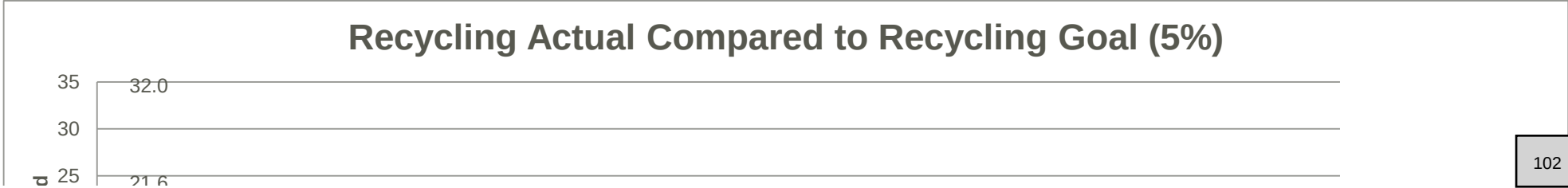
2021 YEAR TO DATE DIVERSION REPORT

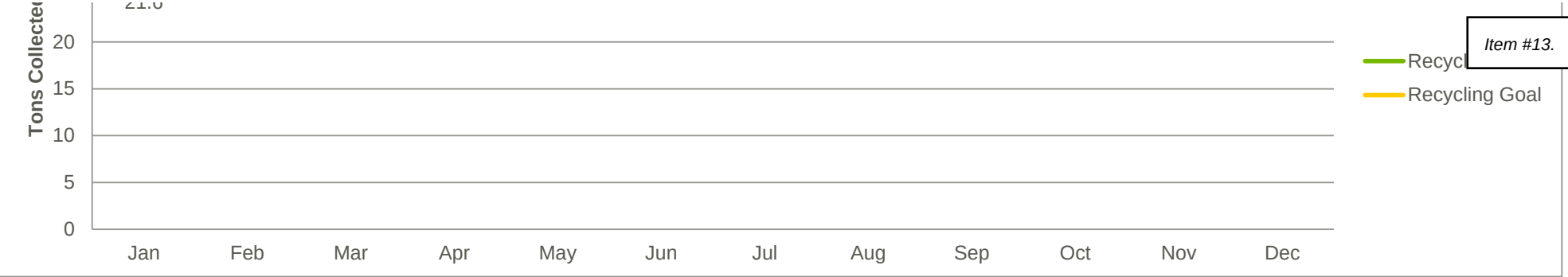
Diversion Tons													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	400.2												400.2
Recycle	32.0												32.0
Recycling Goal	21.6												21.6
Total Combined (MSW & RCY)	432.1												432.1
Diversion (Recycling) %	7.40%												7.40%

Monthly Tonnage Summary 2021



Recycling Actual Compared to Recycling Goal (5%)





LOVES TO RECYCLE!

CLEAN
PAPER

METAL
CANS

PLASTIC
BOTTLES

CARDBOARD
BOXES



HAPPY VALENTINE'S DAY!

SHARE YOUR CREATION: WM would love to see what our young WM Fans create using this coloring exercise. Please email us a photo of your child's creation by Feb. 26 to FourCornersCommunity@wm.com. (Include a second photo of them working on it or holding it if you like.)

We will be awarding a small prize to one area artist each month.



January 2021 Recycling Benefits for the Town of Johnstown

In January 2021, we recycled 32 tons of cans, bottles, paper, and cardboard.

Recycling these materials will save the following resources:

392 Mature Trees

Represents enough saved timber resources to produce 6,671,300 sheets of printing and copy paper!

74 Cubic Yards of Landfill Airspace

Enough airspace to fulfill the annual municipal waste disposal needs for 84 people!

54,751 Kw-Hrs of Electricity

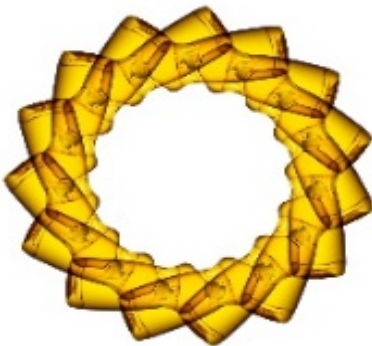
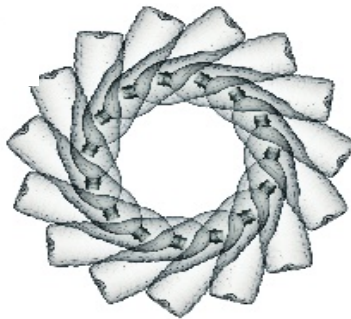
Enough power to fulfill the annual electricity needs of 5 homes!

Avoided 70 Metric Tons (MTCO₂E) of GHG Emissions

The recycling of these materials prevented these GHG emissions!

133,986 Gallons of Water

Represents enough saved water to meet the daily fresh water needs of 1,786 people!



PREPARED BY WASTE MANAGEMENT

Sources: U.S. Environmental Protection Agency, U.S. Energy Information Administration, Environmental Paper Network-Paper Calculator V4.0, Domtar Paper, Gaylord Corporation, U.S. Forest Products Laboratory, and Waste Management. © Waste Management 2019

RECYCLING TIP

IT'S ALL ABOUT
SHAPE

Only recycle plastics that
are shaped as **BOTTLES,**
JUGS or **TUBS.**



SAFETY TIP

PROPERLY DISPOSE BATTERIES

Never put batteries into
trash or recycling carts.