



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 19, 2023 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

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 Public Hearing portion of the 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. June 5, 2023 Meeting Minutes
2. Ordinance No. 2023-252 Amending Section 7-128 of the Johnstown Municipal Code
3. Resolution 2023-25 Appointing Members to the Planning & Zoning Commission
4. Resolution 2023-27 A Resolution Authorizing The Deposit of Town Funds At Banks Designated by the Banking Board As Eligible Public Depositories
5. Subdivision Development and Improvement Agreement with Weld County School District RE-5J, for Roosevelt High School
6. Third Amendment To Intergovernmental Agreement Between The Town Of Johnstown and The Little Thompson Water District
7. May 2023 Financial Statements

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

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NEW BUSINESS

PUBLIC HEARING

- [8.](#) Consideration and Public Hearing for Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V, Chapter 18, of the Johnstown Municipal Code, regarding the code version of the International Energy Conservation Code
- [9.](#) Resolution 2023-26 Approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1 (SUB21-0026)

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

EXECUTIVE SESSION

- 10. An Executive Session to Receive Legal Advice from the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding the Purvis Property.

INFORMATIONAL ITEMS

- [11.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at 970-587-4664 no later than 48 hours before the meeting in order to request such assistance.

De conformidad con la Ley de Discapitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 05, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Pro Tem Damien Berg called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Mayor Pro Tem Berg
Councilmember Dominguez
Councilmember Mellon
Councilmember Molinar
Councilmember Morris
Councilmember Paranto

Absent:

Mayor Mellon
Councilmember Young

AGENDA APPROVAL

Councilmember Molinar moved to approve the agenda.

Councilmember Morris seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Crosthwaite, Economic Development Manager presented Red Barn Liquor with Business of the Month.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Councilmember Molinar moved to adopt the consent agenda.

Councilmember Paranto seconded and the motion passed.

2. May 15 2023 Meeting Minutes
3. May 22 2023 Special Meeting Minutes
4. Resolution 2023-24 Amending the Town of Johnstown Fee Schedule

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5. Ordinance 2023 - 251: An Ordinance Submitting to the Registered Electors of the Town of Johnstown at the General Municipal Election to be Held On April 2, 2024, A Charter Amendment Adopting A Water Policy for the Town of Johnstown
6. Subdivision Development and Improvement Agreement for Iron Horse Filing No. 3, with Centerra Commercial, LLC, and Johnstown North Metropolitan District No. 1
7. May 2023 Additional List of Bills

TOWN MANAGER REPORT

8. Town Manager's Report

Mitzi McCoy, Deputy Town Manager, presented the report and noted flooding issues and staff efforts to manage the water levels.

TOWN ATTORNEY REPORT

There was no Town Attorney Report.

NEW BUSINESS

9. Introduction and Consideration of Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V of Chapter 18 of the Johnstown Municipal Code, concerning Adoption of the International Energy Conservation Code, 2018 Edition.

Kim Meyer, Planning and Building Director, noted ProCode was in attendance to speak to the proposed update.

Council inquired on the differences in cost from 2018 and the 2021 code updates. Ms. Meyers noted there was a significant different in price and 2018 is a pretty common standard.

Avi Rocklin, Town Attorney, noted that staff does rely on ProCode as the Town Building Official for recommendations, and the ordinance does speak too those, however if specific provisions from the 2021 code were desired the ordinance can be amended.

Councilmember Molinar moved that the Town Council Approve Ordinance 2023-253 Amending Chapter 18 of the Johnstown Municipal Code, on First Reading, and Set a Public Hearing for June 19, 2023.

Councilmember Morris seconded and the motion passed.

PUBLIC HEARING

10. Ordinance No. 2023-252 Amending Section 7-128 of the Johnstown Municipal Code

Mayor Pro Tem opened the public hearing.

Hannah Hill, Town Clerk, presented this item noting the administrative update seeks to correct a codification error when the Town switched to the Town Fee Schedule. Staff recommends amending the section to be consistent with other sections of code and reference the fee schedule set yearly.

Mayor Pro Tem opened the hearing for public comment for and against this item, to which there was none.

Mayor Pro Tem closed the public hearing.

Councilmember Morris moved to approve Ordinance No. 2022-252 on first reading.

Councilmember Dominguez seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris expressed gratitude to the BBQ Day committee.

Councilmember Dominguez expressed gratitude to BBQ Day committee and Cast4Kids.

MAYOR'S COMMENTS

Mayor Pro Tem Berg expressed gratitude for the BBQ Day committee, vendors, and the police department, as well as the Public Works Department for their work during the current rainstorms. The upcoming Police Department vs. Fire Department softball game was noted.

INFORMATIONAL ITEMS

11. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Pro Tem adjourned the meeting at 7:21 pm.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 19, 2023

SUBJECT: Ordinance No. 2023-252 Amending Section 7-128 of the Johnstown Municipal Code

ATTACHMENTS: 1. Ordinance No. 2023-252

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance No. 2023-252 that would amend Section 7-128 of the Johnstown Municipal Code relating to Pet Licensing fees. As Council is aware, the Town Council established a consolidated schedule of the Town's fees, rates and charges for municipal services that is set by resolution. Fee sections of the code were amended to reflect this; however, Section 7-128 was overlooked and currently notes a listed fee and refers residents to the fee schedule. To be consistent with current code and practices, staff is recommending amending the section to be uniform with other sections of the code and refer fees to the Fee Schedule. At the June 5, 2023, meeting, Council conducted a Public Hearing for the first reading of this ordinance. There was no public comment or discussion at that time and Council approved the Ordinance on first reading.

LEGAL ADVICE:

The Town Attorney prepared the ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance No. 2023-252 upon second reading.

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-252**

AN ORDINANCE AMENDING SECTION 7-128 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING REFERRAL OF THE AMOUNT OF THE DOG AND CAT LICENSE FEE TO THE TOWN FEE SCHEDULE

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

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

WHEREAS, the Town Council has established a consolidated schedule of the Town’s fees, rates and charges that are levied and assessed for municipal services; and

WHEREAS, Section 7-123 of the Johnstown Municipal Code (“Code”) provides that the owner of a dog or cat must obtain a license and Section 7-128 of the Code provides such owner must pay a license fee; and

WHEREAS, to provide consistency and uniformity in the Code, the Town Council desires to omit the amount of the dog and cat license fee from the Code and, rather, refer the amount of such fee to the Town Fee Schedule; and

WHEREAS, to effectuate the foregoing, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town of Johnstown.

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

Section 1. Section 7-128 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-128. License fee.

Each owner applying for a dog or cat license shall be required to pay a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule. If the owner desires to pay the fee associated with a spayed or neutered dog or cat, the owner must provide bona fide proof of such spaying or neutering.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision,

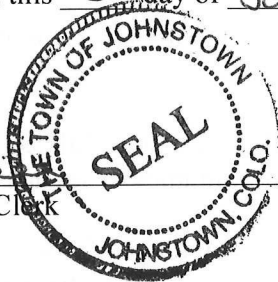
part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. 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 5 day of June, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: [Signature]
Damien Berg, Mayor Pro Tem

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

ATTEST:

By: _____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATION

AGENDA DATE: June 19, 2023

SUBJECT: Resolution 2023-25 Appointment of Cody Jeanneret and Steve Urban to the Johnstown Planning & Zoning Commission

ATTACHMENTS:

1. Resolution 2023-25
2. PZC Candidate Profiles

PRESENTED BY: Kim Meyer, Director of Planning & Development

ITEM DESCRIPTION:

Per Section 2-182 of the Johnstown Municipal Code, the Planning & Zoning Commission (PZC) shall consist of seven residents, appointed by the Town Council. Upon recent resignation of two commissioners due to changes in job status, the Town sought additional candidates for the Commission. Johnstown residents Cody Jeanneret and Steve Urban expressed interest in serving on the commission and were interviewed at the May 24, 2023, Planning & Zoning Commission meeting. The Commission felt both applicants were appropriate to join the Commission and voted unanimously to recommend them to the Council for appointment to the Commission.

Upon Council appointment, the candidates will be sworn into the position by the Town Clerk and resume duties effective July 1, 2023.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

N/A

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-25**

**RESOLUTION APPOINTING MEMBERS TO THE
PLANNING AND ZONING COMMISSION**

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

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

WHEREAS, Section 2-182 of the Johnstown Municipal Code provides that the Planning and Zoning Commission shall consist of seven (7) members who shall be appointed by the Town Council; and

WHEREAS, there are vacancies on the Planning and Zoning Commission; and

WHEREAS, based on the unanimous vote of the members of the Planning and Zoning Commission, the Town’s Planning and Development Director recommends that the Town Council appoint Cody Jeanneret and Steve Urban to the Planning and Zoning Commission; and

WHEREAS, after due consideration, the Town Council desires to appoint such persons to the Planning and Zoning Commission.

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

1. Cody Jeanneret and Steve Urban are hereby appointed to serve as members of the Planning and Zoning Commission, effective July 1, 2023.
2. The term of office for Cody Jeanneret and Steve Urban shall be as provided in the Johnstown Municipal Code.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

Planning & Zoning Commission Candidates & Submitted Profiles

1. Steve Urban
2. Cody Jeanneret

STEVE URBAN

Residence Address (Street, City, State, Zip Code)

[REDACTED]

How long have you lived in Johnstown?

17 years

Current Occupation & Employer

Self Employed / Business Owner. Recruiting & Consulting Services

Please list your volunteer and/or work experience:

Youth Sports, Forest Service Trash Pick Up and Tree Removal.

Why do you wish to be appointed?

As a 30+ year business executive in the retail / wholesale space, startup founder and business owner, I feel my experience can bring value.

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

Executive Recruiter | Entrepreneur | Founder | Owner | CEO | Advisor | Consultant | Board Member | Author | Podcast Host | Speaker

I am the CEO of Riderflex, a top-rated recruiting firm that specializes in matching candidate personalities to company culture and supporting businesses of all industries and functions worldwide.

<https://www.riderflex.com/>

My passion for helping professionals achieve professional happiness and personal fulfillment has been the driving force behind my successful career. My motto is "I don't want the remainder of my life to be dictated by "things", I want my life to be dictated by the "experiences" I'm chasing." My core purpose is to help people find professional happiness.

I have a proven track record as a successful entrepreneur having built Riderflex into a multi-million dollar business and also having startup experience. I have over 30 years of experience in retail, wholesale, and executive leadership and have worked my way up through various retail positions, eventually making it to CEO and COO positions of \$40 million dollar companies before becoming the founder of Riderflex. In addition to my extensive background in retail, wholesale, and executive leadership, I am also an expert in crisis management and have successfully led two business turnarounds. I'm an operations expert and dynamic leader with numerous references and personal written recommendations.

Apart from being a successful CEO, I am also an accomplished author with my book, "The Riderflex

Guide: Inspiring & Hiring" and a successful podcast host of the Riderflex Podcast. I am available for Consulting, Advisory work, Board Memberships and speaking engagements.

In my free time, I love going camping and trail riding with my jeep. I also have a dog named Rider, who is named after our company Riderflex. I am also a grandfather and happily married to my beautiful wife Kim Urban. Together, Kim and I also own and operate Presley Rose Investments LLC. A residential real estate investment company.

POSITION EXPERIENCE

Author

Podcast Host

Business Owner

Entrepreneur

Startup Founder

Advisor

Consultant

CEO

President

COO

Director

Regional Manager

District Manager

Operations

Turnaround

Crisis Management

INDUSTRIES

Consumer Goods

Retail

Wholesale

Apparel

Furniture

Cannabis

Real Estate

Staffing & Recruiting

REVENUE EXPERIENCE

\$40+ million

FUNCTIONS

Entrepreneurship

Executive Management

Recruiting

PEOPLE EXPERIENCE

15+ Direct Reports and 200+ indirect reports

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

N/A

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.

I have sit on company Boards and reported into Boards as a CEO for two 40 million dollar companies. I also currently manage an Advisory Board for my own company, Riderflex LLC.

<https://www.riderflex.com/>

Please add any additional information or references you believe may be helpful in considering your application.

LINKEDIN PROFILE: <https://www.linkedin.com/in/stevepurban/>

PERSONAL WEBSITE: steve-urban.com

DIGITAL BUSINESS CARD: <https://pitch59.com/card/steve-urban-ceo-riderflex>

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

Yes

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

Yes

What interests you most (or least) about the position?

To volunteer and give back to the community based on my experiences over the years.

What do you like most (or least) about the Town of Johnstown?

The people and the culture. We moved here from Oklahoma 17 years ago and absolutely love northern Colorado and Weld County. Anything I can do to contribute and give back to the community would be considered a blessing.

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

Continued improved and development of retail and business commercial space. Continued increase in opportunities for professional and business owners to grow and develop in their community without having to commute or relocate.

What is your philosophy on growth?

Grow with strategic thought and with purpose. Grow with specific goals in mind and not "just to grow". Make good decisions that will benefit the community without destroying our culture and overall way of life.

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

I'd like to see more improvements with downtown. It's nice to have all the development and new shops near the major highways, but I believe downtown and near Parish could be much more interesting and attractive. Downtown could be much more vibrant.

Why should you be appointed?

Based on my life and business experiences, my 17 years of living in Johnstown and ability to give with my time. As a business owner, I can write my own schedule and I have a lot of flexibility. Our children are grown and have moved on. Aside from my hobby of camping, I have the time and desire to contribute.

I appreciate your time and consideration and wish you the best regarding the selection process.

Signature

Steve Urban

CODY JEANNERET**Residence Address (Street, City, State, Zip Code)**

██████████
 ██████████

How long have you lived in Johnstown?

15 months

Current Occupation & Employer

Project Manager in Wastewater Monitoring / Hach Company

Please list your volunteer and/or work experience:

Work Experience - Previous work in Oil & Gas Industry as an Engineering Consultant designing DOT pipelines throughout the U.S. Currently work in Wastewater Flow Monitoring for Hach Company as a Project Manager overseeing 800 locations for 60 different municipalities in the U.S.

Volunteered with Big Brothers & Big Sisters, special need children at church, coaching middle school sports

Previous Board Member for political party in Larimer County

Why do you wish to be appointed?

I am interested in getting involved within the community. The Planning and Zoning Commission interests me as it has direct impact on the lives of the residents. I want to help implement the Master Plan and do it in the best way to improve the livelihood of the town, especially with the expected growth in the coming years.

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

I have extensive experience reading construction plans from my time as an engineer design Oil & Gas facilities.

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

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.

I have a B.S. in Civil Engineering from the Colorado School of Mines

Please add any additional information or references you believe may be helpful in considering your application.

Wastewater Work Experience

Project Management - coordination and oversight of complex wastewater flow monitoring systems including scope review, scheduling, installation, maintenance, reporting, customer interface, progress reporting, and risk mitigation. Ongoing communications building strong customer relationships to meet and exceed expectations.

Project and Team Performance – analysis of metrics including On Time Delivery, Customer Satisfaction, Revenue, Credits, and Profit Margin. Identify performance gaps and work with individuals and teams to improve or implement new processes.

Summary of Projects and Key Achievements:

Service Project Manager for 60+ municipalities, including the City of Los Angeles and City of Dallas flow monitoring programs (worth \$1.5M annual revenue). Manage 800+ flow meter locations requiring ongoing support, maintenance, calibrations, and reporting. Required oversight of ~25 subcontractors and field personnel. Generate \$5-\$6M revenue annually in contracts and renewals with 55% profit margins (highest margin in company by significant margin). Contracts vary from 2 mos. – 5-years. Led analysis and resolution plan for non-value added return service visits. Performed deep dive analysis on entire 800+ meter program to determine root cause of lost revenue, down-time, equipment failure, and reporting gaps. Presented root cause analysis of equipment failure to company's attention to correct.

Project Manager for Taskray PM Software Implementation: Resolved critical communication gap through implementation of Taskray project management. Improved on-time delivery for reporting. Prevented contract loss and customer dissatisfaction.

Oil & Gas Work Experience

Engineering Management – coordination of activities delegating responsibilities around varying sized project teams, cost tracking and budget forecasting, progress reporting, conduction of design reviews, risk mitigation, and project scheduling and tracking.

Detailed Engineering and Design – Civil, Mechanical, and Electrical design.

Procurement Assistance – assemble equipment specifications, Request for Quotation packages, validation of received bid packages, negotiated terms and pricing with vendors, and Request for Purchase packages.

Construction Support – assemble bid packages, review bids providing commercial and technical evaluations including validation or suggested changes to terms, and field support.

Summary of Projects:

Project Manager for the detailed engineering design and procurement assistance of a crude truck injection facility in Texas – Project Duration 2015-2016 – Project Total Cost \$4 Million – Proposed and accomplished agreed upon terms with client for approved \$500,000 Engineering Budget.

Project Manager for 187 miles of crude pipeline in Oklahoma. Completed preliminary feasibility study, detailed engineering design, procurement assistance, and construction support. Successfully completed the project within estimated budget and schedule. – Project Duration 2012-2014 – Project Total Cost \$200 Million – Proposed and accomplished agreed upon terms with client for approved \$6.5 Million Engineering Budget.

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

Yes

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

What interests you most (or least) about the position?

I am interested in serving my community to see it grow and thrive.

I am least interested about the petty dynamics that can be part of the government.

What do you like most (or least) about the Town of Johnstown?

I like the strong ties to farming and agricultural. Residents really enjoy and are proud to be in Johnstown. I am one of them.

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

Successful completion of the Hwy 60 expansion. I would like to see the growth of local businesses, not just big chains, inhabit the commercial spaces that are under development.

What is your philosophy on growth?

Growth needs to be thoughtful and sustainable. If it grows too fast, it can strip the soul of the community. I firmly believe Johnstown will be a go-to spot for families and businesses in the future.

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

Continued investment into downtown Johnstown to create a location for families to spend throughout the week.

Why should you be appointed?

My professional background spans between different industries which are important to Johnstown in general. I am passionate to serve other, and I really want to see Johnstown thrive for my family and others.

Signature

Cody Jeanneret



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 19, 2023

SUBJECT: Authorized Signatures for Bank Accounts

ATTACHMENTS: 1. Resolution 2023-27

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

As the officers for the Town have recently changed, signers for the Town’s bank accounts should be updated. Those signers include the following: Mayor, Mayor Pro Tem, Town Manager, Deputy Town Manager, and Finance Director. We are requesting that all persons who hold the titles designated as signers be added to all Town bank accounts.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2023-27 updating the Change in Authorized Signers.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

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

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-27**

**A RESOLUTION AUTHORIZING THE DEPOSIT OF TOWN FUNDS AT
BANKS DESIGNATED BY THE BANKING BOARD AS ELIGIBLE PUBLIC
DEPOSITORIES**

WHEREAS, the Town of Johnstown, Colorado (the “Town”) wishes to designate certain banks as depositories for Town Savings funds; and

WHEREAS, the Public Deposit Protection Act, C.R.S. 11-10.5-101. Et seq., provides that public funds may only be deposited at banks designated by the banking board as eligible public depositories; and

WHEREAS, from time to time, the Town may request a bank, by written order, telephone, telegraph, or computer communication device, to transfer funds to other financial institutions or to another account at the bank for the benefit of and in the name of the Town, and the bank must have standing instructions upon which to act pursuant to such requests for the transfer of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT: the funds of the Town of Johnstown be, and the same are hereby, authorized to be added to or paid into accounts in banks designated by the banking board as eligible public depositories pursuant to C.R.S. 11-10.5-101, et seq., the Public Deposit Protection Act, and that said institutions be and are hereby authorized to pay withdrawals until further written notice to it signed in the name of the Town as indicated below by any two persons whose names appear below. Said institutions are authorized to supply any endorsement for the undersigned on any check or other instrument tendered for such accounts and are hereby relieved of any liability in connection with collection of such items which are handled by them without negligence. Withdrawals may not be made on account of such items until collected, and any amount not collected may be charged back to the account including expense incurred, and any other outside expense incurred relative to the account, including expense incurred, and relative to the account may be charged to it.

BE IT FURTHER RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, that any two of the officers of the Town listed below are hereby authorized to deposit, withdraw, and transfer funds of the Town and to execute account agreements on behalf of the Town with the bank. Checks in the amount of less than Five Thousand (\$5,000.00) may be executed by one authorized signer without a second signature.

The authority conferred herein may be exercised by any two officers and shall continue in full force and effect until written notice of modification or revocation shall be received by the bank and the bank shall be protected in acting upon any form of notice which it in good faith believes to be genuine and what it proposes to be. Those persons designated are as follows:

<u>Title</u>	<u>Name</u>
Mayor	Troy D. Mellon
Mayor Pro Tem	Damien Berg
Town Manager	Matthew LeCerf
Deputy Town Manager	Mitzi McCoy
Finance Director	Devon McCarty

Resolution 2022-26 is hereby repealed.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE:	June 19, 2023
SUBJECT:	Site Development and Improvement Agreement – Roosevelt High School, with Weld County School District RE-5J, a school district in Colorado
ACTION PROPOSED:	Consideration and Approval of the Site Development and Improvement Agreement – Roosevelt High School, with Weld County School District RE-5J
ATTACHMENTS:	1. Site Development and Improvement Agreement with Exhibits
PRESENTED BY:	Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Weld County School District RE-5J has received all appropriate approvals and permits for development of Lot 1 of the Whitehall Subdivision Filing No. 1 for the placement of the new Weld RE-5J Roosevelt High School, encompassing an area of 60.25 acres located west of Colorado Boulevard (WCR 13) and north of County Road 46. The site includes the new high school, stadium, field house, parking lots, track and fields, as well as Roosevelt Parkway and the utilities and infrastructure needed to serve the school.

The proposed agreement is based upon the Town’s standard agreement and requires payment of required impact, permit, and tap fees, and has constructed all improvements in accordance with Town-approved development plans and construction plans.. The District is a tax-exempt entity and therefore is not subject to use tax.

Exhibit B – Special Provisions include additional obligations of the District to:

1. Finalize the traffic study submitted, to Town’s satisfaction.
2. Install an appropriate pedestrian crossing system along Colorado Boulevard.
3. Install flashing speed and “School Zone” signage along Colorado and Roosevelt.
4. Participate financially in the Roosevelt & Colorado signalized intersection.
5. Reimburse the Town for needed railroad crossings for utilities.
6. Pay the Stormwater System Development Fee, per code.

The Community That Cares

johnstown.colorado.gov

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The school and improvements are largely complete, at this point, as the Town has worked closely with the District to ensure speedy permitting and construction of the needed infrastructure to allow the high school to be ready for an August 2023 opening. Staff recommends approval of the agreement to facilitate identify appropriate obligations of the District, including surety for the 2-year warranty period on the new public infrastructure. The school is currently operating under a Temporary Certificate of Occupancy to allow fixtures and furnishings to be installed in the school. Upon finalization and fulfillment of obligations related to this agreement and the pending Water and Sewer Service Agreement, the Town would expect to be able to issue final Certificates of Occupancy immediately.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.


FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Site Development and Improvement Agreement for Roosevelt High School.

Reviewed and Approved for Presentation,



Town Manager

**SITE DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Roosevelt High School)**

This Site Development and Improvement Agreement (“Agreement”), made and entered into by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”), and Weld County School District RE-5J, a school district of the State of Colorado (the “Developer”).

WITNESSETH:

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Weld, State of Colorado, the description of which is set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Property is part of the final plat recorded in the real property records of Weld County, Colorado at Reception No. 4835732 (the “Final Plat”); and

WHEREAS, the Town administratively approved a Site Development Plan for the Property (“Site Development Plan”), which is filed in the official records of the Town; and

WHEREAS, the Town, and Eleven, LLC , a Colorado limited liability company, executed a Subdivision Development and Improvement Agreement recorded in the real property records of Weld County, Colorado at Reception No. 4835733 (the “Overall Development Agreement”) which affects the Property and provides for the release of the Property from the Overall Development Agreement upon execution of this Agreement; and

WHEREAS, Developer seeks to develop the Property and to designate such development as Roosevelt High School (“Development”); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Development, Developer is required to construct certain Development Improvements (defined below) to the Property, that Developer is responsible for the costs and expenses of those Development Improvements unless otherwise provided herein, and that the Development Improvements contemplated herein are reasonable, necessary, appropriate, and directly benefit the Development; and

WHEREAS, Developer agrees to undertake and complete the Development in accordance with this Agreement, the Final Plat, the Site Development Plan, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations.

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

For the purposes of this Agreement, the following words and terms shall be defined as follows:

1.1 **“Approved Plans”** shall mean: (1) with respect to the Public Improvements, the approved “Civil Engineering Construction Plans” related to the Development and on file with Town; and (2) with respect to the Private Improvements, the approved “the Development Plan” related to the Development and on file with Town.

1.2 **“Civil Engineering Construction Plans”** shall mean the approved engineering plans for construction, installation and completion of the Public Improvements.

1.3 **“Code”** shall mean the Johnstown Municipal Code, as amended from time to time.

1.4 **“Developer”** shall mean the owner(s) of the Property described in **Exhibit A** and any heirs, successors, assigns or transferees of any of the Property described in **Exhibit A**.

1.5 **“Development”** shall mean all the Property, property rights and Development Improvements within or associated with the legal description in **Exhibit A**.

1.6 **“Development Improvements”** shall mean the Public Improvements and Private Improvements.

1.7 **“Development Plan”** shall mean the approved plans for the construction, installation and completion of the Private Improvements.

1.8 **“Dry Utilities”** shall mean electricity, natural gas, cable and telephone.

1.9 **“Maintenance Guarantee”** shall mean a guarantee that the Public Improvements constructed shall be free from defects and failures as more fully described in Paragraphs 5.2 and 5.4 below.

1.10 **“Notice of Construction Acceptance”** shall mean the written certification that the Public Improvements are accepted, which starts the two-year warranty period as provided herein.

1.11 **“Notice of Final Acceptance”** or **“Final Acceptance”** shall mean the written certification of final acceptance of the Public Improvements and, except as otherwise provided herein, the transfer of maintenance of the Public Improvements to the Town.

1.12 **“Private Improvements”** shall mean the construction, installation and completion of privately owned and maintained common improvements in the Development including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, walks and trails.

1.13 **“Public Improvements”** shall mean the construction, installation, completion and dedication of public improvements required by this Agreement or otherwise constructed in the Development, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development.

1.14 **“Performance Guarantee”** shall mean a guarantee that the Development Improvements are be constructed in conformance with the Approved Plans.

1.15 **“Town”** shall mean the Town of Johnstown, Colorado.

1.16 **“Town Manager”** shall include the Town Manager and such person’s authorized designees.

DEVELOPMENT IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

a. **Engineering Services:** Developer shall furnish, at its own expense, all engineering services in connection with design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the “Civil Engineering Construction Plans”).

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town, except for minor field changes that occur during the course of construction. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design,

construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Phasing of the Public Improvements.** [Intentionally omitted.]

d. **Pre-Construction Meeting.** Subsequent to the Town's approval of the Civil Engineering Construction Plans and prior to the commencement of construction, the Developer and its contractors shall participate in a pre-construction meeting with the Town's Public Works Department. Among other matters, the purpose of the meeting shall be to review: (i) the Approved Plans; (ii) permits needed for construction; (iii) relevant provisions of the Code and the Town's construction standards and specifications; and (iv) the construction inspection process and requirements for construction acceptance. The parties represent that as of the signing of this Agreement, the Pre-Construction Meeting has occurred, and requirements of this paragraph have been met.

e. **Rights-of-Way, Easements and Permits:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. The parties represent that as of the signing of this Agreement, the platting of the Property has occurred, and the requirements of this paragraph have been met.

2.2 *Construction of Public Improvements*

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, Site Development Plan, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 600-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location. The parties represent that as of the signing of this Agreement the requirements of this paragraph have been met.

2.3 **Construction Schedule:** [Intentionally omitted.]

2.4 **Testing:** Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 **Inspection:** At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Town's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

2.6 **Completion of Construction:** Developer shall complete construction of the Public Improvements no later than eighteen (18) months from the commencement of the construction, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension.

2.7 **Performance Guarantee:** [Intentionally omitted.]

3. **Private Improvements Stormwater**

3.1 **Pre-Construction:** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and to the extent permitted by law, Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. The parties represent that as of the signing of this Agreement the requirements of this paragraph have been met.

3.2 **Construction of Private Improvements:** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

3.3 **Inspection:** At all times during construction and installation of the Private Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Development Plan. Any material or work not conforming to the Development Plan shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town.

3.4 Intentionally Deleted.

3.5 **Replacement of Private Improvements:** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, on-site signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by the Developer. The Town shall not be responsible for replacement of the Private Improvements.

3.6 **Ownership and Maintenance:** The Developer shall own and maintain the stormwater infrastructure for the Development.

4. **Dry-Utilities**

4.1 **Utilities:** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of contracts for such services, no later than the date that the Public Improvements are completed.

4.2 **Easements:** All easements approved by the utility companies shall be submitted to the Town.

ACCEPTANCE OF DEVELOPMENT IMPROVEMENTS

5.1 ***Notice of Construction Acceptance:*** Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Development Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible “as built” drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the Development Improvements. The affidavit and lien waivers may be reviewed by the Town, but the Town assumes no responsibility or liability to or for anyone regarding the veracity of the information so provided.

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Development Improvements. If the Development Improvements are satisfactory, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Development Improvements are not satisfactory, the Town, upon coordination with Developer, shall prepare a punch list of all Development Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the Development Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Development Improvements. If the Development Improvements are satisfactory, Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or a bond or irrevocable letter of credit in the form attached hereto as **Exhibit C** in which the Town is designated as the beneficiary (“Maintenance Guarantee”). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Development Improvements as long as the Performance Guarantee remains in effect for such uncompleted Public Improvements. Developer shall be entitled to obtain building permits prior to completion of all the Development Improvements as set forth in Sections 7.1 and 7.2.

5.4 ***Maintenance, Repair and Replacement:*** Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 ***Final Acceptance:*** Two (2) years after the Town's issuance of the Notice of Construction Acceptance, which time period may be extended at the Town's discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Development Improvements. If the Town determines that the Development Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Development Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Development Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases required by the Town to be recorded shall be recorded at the office of the Weld County Clerk and Recorder.

5.6 ***Dedication and Maintenance of Development Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer or the appropriate public utility company.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 Developer shall own and maintain the stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, Developer shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance, and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall issue building permits for the Development after: (1) Developer has paid all applicable fees required by the Town, including but not limited to water and tap fees and storm drainage fees; (2) Developer has installed service up to the meter pit/vault and curb stop and meter and curb stop have passed inspection unless otherwise approved by the Town in writing; (3) Developer has provided the Maintenance Guarantee; (4) the parties have entered into a Water and Sewer Service Agreement; (5) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; and (6) all terms of this Agreement have been faithfully kept by Developer.

7.2 On the condition that all Development Improvements be completed prior to the issuance of certificates of occupancy, the Town may issue building permits prior to the following: (1) completion of the Development Improvements, (2) issuance of the Notice of Construction Acceptance of the Public Improvements and (3) issuance of written notice of approval of the Private Improvements.

7.3 If at any time the Developer is not in compliance with this Agreement, the Site Development Plan, or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Construction activity shall occur only during the times set forth in the Code.

8.2 Developer shall control all weeds growing within the Development. Prior to the commencement of construction, Developer shall provide a weed management plan to the Town, outlining the manner and frequency in which the weeds shall be controlled. The Town shall have the right to object to the weed management plan. Developer further agrees to use the appropriate herbicide and undertake mowing of the property within the Development.

8.3 Developer shall, at all times, keep any public right-of-way which is open for public use free from accumulation of waste material, rubbish, dirt and mud caused by Developer's operation. Developer shall remove such waste material, rubbish, dirt and mud no less than weekly and, at the completion of the work, shall promptly remove all debris waste materials, rubbish, dirt, mud, tools, construction equipment, machinery, building materials, trash containers, and portable toilets from the public right-of-way.

8.4 Whenever the Town determines that any activity is occurring which is not in compliance with the requirements of any federal or state regulations applicable to water quality or stormwater control, the Town may order all construction activity stopped upon service of written notice. Developer, or its contractors, shall immediately stop all activity until authorized in writing by the Town to proceed. If Developer or a responsible party is not on the site or cannot be located, the notice to stop work shall be posted in a conspicuous place upon the area where the activity is occurring and shall state the nature of the violation. It shall be unlawful for any person to fail to comply with a stop work order.

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

DEVELOPMENT STANDARDS

9.1 Except as otherwise provided in this Agreement, Site Development Plan, or Approved Plans, Developer shall comply with the Code, the Town's zoning ordinances, Development regulations and construction standards and specifications.

9.2 Upon completion of construction, Developer shall provide complete construction drawings and final as-built drawings to the Town in print and digital form, in a manner that conforms to the Town's format and content requirements.

9.3 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 ***Indemnification:*** To the extent permitted by law, Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self-insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. To the extent permitted by law, Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. To the extent permitted by law, Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 ***Insurance:*** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. From and after the Effective Date until issuance of the Notice of Final Acceptance, the Developer shall list the Town, its officers, employees, agents and representatives, as additional insured on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and

showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 **Drainage Liability:** To the extent permitted by law, Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 **Tax Liability:** To the extent required by law, Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall, to the extent permitted by law, indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town.

10.5 **Use Tax:** [Intentionally omitted.]

10.6 **Cost Reimbursement to Town:** Developer shall reimburse the Town for professional consultants, including, but not limited to engineers, testing and inspection companies and attorneys, engaged by the Town to process and complete the Development.

10.7 **Colorado Governmental Immunity Act:** Nothing in this Agreement shall be construed to waive, limit or otherwise modify any governmental immunity that may be available by the law to the Town or Developer, their employees, or agents, or any other person acting on behalf of the Town or Developer and, in particular, governmental immunity afforded pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended.

10.8 **Incorporation of § 22-1-135, C.R.S.:** This Agreement incorporates the requirements of § 22-1-135, C.R.S. in its entirety.

10.9 **Incorporation of § 22-32-124, C.R.S. et seq.:** This Agreement incorporates the requirements of § 22-32-124 C.R.S., et seq. in its entirety.

DEFAULTS AND REMEDIES

11.1 A default shall exist if either party fails to fulfill or perform any material obligation contained in this Agreement, the Site Development Plan, or the Approved Plans, or fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the non-defaulting party shall deliver written notice to the

defaulting party of such default and the defaulting party shall have ten (10) business days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, the defaulting party may provide written notice to the non-defaulting party within such period that it is actively and diligently pursuing such cure and the defaulting party shall thereafter have a reasonable time to cure the default, provided that the defaulting party is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

11.2 If the default arises subsequent to the issuance of the Notice of Construction Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Development Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except (i) general taxes and prior special assessments and (ii) any deed of trust filed of record prior to the date such lien is filed by the Town. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The additional terms, conditions or provisions relating to the Development are set forth in **Exhibit B**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

12.2 ***Release from Overall Development Agreement.*** The Property is hereby released from the Overall Development Agreement.

MISCELLANEOUS

13.1 **No Waiver:** Delays in enforcement or the waiver of any one or more breaches of this Agreement by the Town shall not constitute a waiver of any of the remaining terms or obligations.

13.2 **Severability:** If any provisions or parts of this Agreement are judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

13.3 **Recording of Agreement:** This Agreement shall be recorded and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement.

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Development Improvements has been approved and executed by the Town.

13.6 **Title and Authority:** Developer expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned has full power and authority to enter into this Agreement. Developer understands that the Town is relying on the representations and warranties contained herein in approving in entering into this Agreement.

13.7 **Notice:** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, when sent by messenger service, or when forwarded by facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

Weld County School District RE-5J
 Attention: Michael Everest
 110 S. Centennial Drive, Suite A
 Milliken, CO 80534
 Email: michael.everest@weldre5j.org

TO TOWN:

Town of Johnstown
 Attention: Town Manager
 450 S. Parish Ave.
 P. O. Box 609
 Johnstown, CO 80534
 Email: MLeCerf@JohnstownCO.gov

13.8 ***Costs and Attorney Fees.*** If judicial action is commenced to enforce or defend this Agreement and the Town is the prevailing party, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

13.9 ***Warranty of Developer:*** Developer warrants that the Development Improvements shall be installed in a good and workmanlike manner and in compliance with the Approved Plans, this Agreement, the Final Plat, Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations and shall be substantially free of any defects in materials and workmanship.

13.10 ***Governing Law and Venue.*** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado.

13.11 ***No Presumption.*** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. 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.

13.12 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.13 ***Compliance with the Law.*** Developer shall comply with all federal, state and local laws and regulations in the performance of the obligations under this Agreement.

13.14 ***No Third-Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or

materials for the Development Improvements shall not have any right of action under this Agreement.

13.15 **Force Majeure.** Neither party shall be liable for a failure to perform hereunder if such failure is the result of force majeure, which shall mean causes beyond the reasonable control of a party such as acts of God, labor strikes, war, terrorism, fire, pandemic or epidemic or action or inaction of government authorities.

13.16 **Headings.** The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of _____, 20__ (the "Effective Date").

TOWN OF JOHNSTOWN, COLORADO


ATTEST:


By: _____
Hannah Hill, Town Clerk

By: _____
Troy Mellon, Mayor

WELD COUNTY SCHOOL DISTRICT RE-5J

ATTEST:

By:  _____
Amanda Proctor, Secretary
President

By:  _____
Michael Wailes, Board of Education

**SITE DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Roosevelt High School)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Form of Surety

EXHIBIT A
LEGAL DESCRIPTION
(Property)

Lot 1 of Whitehall Subdivision Filing No. 1, located in East Half of the Southwest Quarter and Southeast Quarter of Section Twelve (12), Township Four North, Range Sixty-Eight West of the Sixth Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, according to the plat recorded on June 16, 2022, at Reception No. 4835732, County of Weld, State of Colorado.

EXHIBIT B**ADDITIONAL TERMS, CONDITIONS OR PROVISIONS**

- 1) Developer shall finalize the Fox Tuttle Traffic Impact Study to address outstanding review comments from July 2021, to include long range analysis and ensure pedestrian safety is addressed. Town review and acceptance of this study is required prior to Construction Acceptance.
- 2) Developer shall install a High Intensity Activated Crosswalk (HAWK) pedestrian beacon across Colorado Boulevard at locations approved in coordination with the Town prior to Construction Acceptance.
- 3) Developer shall install solar-powered flashing speed and other needed signage for School Zones, based on a Town-approved traffic study with signage recommendations prior to Construction Acceptance.
- 4) Developer shall participate financially, at a rate of no more than 25%, in the design and construction of the intersection, and installation of a traffic signal and controller system, at Colorado Boulevard and Roosevelt Parkway, to be constructed by the Town or others.
- 5) Prior to Notice of Construction Acceptance, Developer shall reimburse the Town of Johnstown a fee of \$25,000, per crossing, for pre-paid Great Western Railroad crossings. For the two crossings for utilities, utilizing licenses 1 and 2, of 20, the total amount due equals \$50,000.
- 6) Prior to issuance of Certificate of Occupancy, Developer shall pay \$68,179.00 to the Town for associated Stormwater System Development Fees, as required by Johnstown Municipal Code, for Lot 1 (60.25 Ac) and the immediately adjacent 40-foot half-width of Roosevelt Parkway (75,360 SF / 1.73 AC).

EXHIBIT C

FORM OF SURETY

Letter of Credit:

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$ _____. The purpose of this Letter of Credit is to secure performance of a Site Development and Improvement Agreement for Roosevelt High School, dated the ____ day of _____, 2022, between the Town of Johnstown and Weld County School District RE-5J, a school district of the State of Colorado.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$ _____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town’s demand or draft be accompanied by a letter, on the Town’s stationery, signed by the Town Manager to the effect that “the Town of Johnstown has declared a default under the Development Agreement.”

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft. With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20____, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires:

Notary Public

Or other form as may be acceptable and approved by the Town of Johnstown.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 19, 2023

SUBJECT: Third Amendment To Intergovernmental Agreement Between The Town Of Johnstown and The Little Thompson Water District

ATTACHMENTS: 1. Third Amendment To Intergovernmental Agreement Between The Town Of Johnstown and The Little Thompson Water District

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is the Third Amendment To Intergovernmental Agreement (IGA) Between The Town Of Johnstown and The Little Thompson Water District (LTWD). In an effort to continue the negotiations for the benefit of both parties, this agreement is being extended in its current form until December 31, 2023. It is our intention to bring a new IGA between the Town and LTWD prior to this expiration.

LEGAL ADVICE:

The Town Attorney drafted previous agreements – materially only the date has been changed to extend the existing agreement.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve the Third Amendment to the IGA as presented.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

www.TownofJohnstown.com

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

**THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF JOHNSTOWN AND
THE LITTLE THOMPSON WATER DISTRICT**

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Third Amendment”) is made and entered into on this ___ day of _____, 2023, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado (“Town”), and the LITTLE THOMPSON WATER DISTRICT, a special district organized pursuant to Colorado law (“District”) (collectively, the “Parties”).

RECITALS

WHEREAS, on or about October 21, 2002, the Parties entered into that certain Intergovernmental Agreement concerning, among other matters, the establishment of emergency and temporary water service (“2002 Agreement”); and

WHEREAS, the 2002 Agreement provides that it shall remain in full force and effect for twenty (20) years, to and including October 21, 2022, and that, during the year prior to termination, the Parties shall review the 2002 Agreement for purposes of considering the advisability of extending, altering or modifying the terms thereof; and

WHEREAS, on or about January 21, 2009, the Parties entered into a separate Intergovernmental Agreement concerning, among other matters, the designation of water providers for properties within the Town for a term of twenty (20) years (“2009 Agreement”), providing that, if any terms conflict with the 2002 Agreement, the terms of 2009 Agreement will control; and

WHEREAS, the Parties are diligently negotiating the terms of a new agreement, but have not concluded such negotiations; and

WHEREAS, Section 9.08 of the 2002 Agreement provides that the Parties may modify the 2002 Agreement in writing; and

WHEREAS, to effectuate the foregoing, on or about August 15, 2022, the Parties entered into that certain First Amendment to Intergovernmental Agreement, extending the term of the 2002 Agreement to March 1, 2023; and

WHEREAS, to allow the Parties additional time to finalize a new agreement, on or about April 17, 2023, the Parties entered into that certain Second Amendment to Intergovernmental Agreement, extending the term of the 2002 Agreement to June 30, 2023; and

WHEREAS, because the Parties have not yet finalized a new agreement, the Parties desire to enter into this Third Amendment to extend the term of the 2002 Agreement to December 31, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The Recitals set forth above are incorporated herein by reference.
- 2. Amendment. Paragraph 7 of the 2002 Agreement is hereby deleted in its entirety and in its place inserted the following:

7. **Term.** This Agreement shall remain in full force and effect until December 31, 2023. The Town and the District agree that not less than one (1) year prior to the expiration of the Agreement both parties shall jointly review the Agreement for the purpose of considering the advisability of extending, altering or modifying this Agreement.

- 3. Effect of Amendment. Except as expressly provided in this Third Amendment, the 2002 Agreement has not been amended, supplemented or altered in any way by this Third Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Third Amendment, the provisions of this Third Amendment will govern and control.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date set forth above.

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

ATTEST:

By: _____

Clerk _____

By:
Hannah Hill, Town
Troy D. Mellon, Mayor

LITTLE THOMPSON WATER DISTRICT,
a special district of the State of Colorado

ATTEST:

By: _____

By:
Amber Kauffman, Secretary
Emily McMurtrey, President

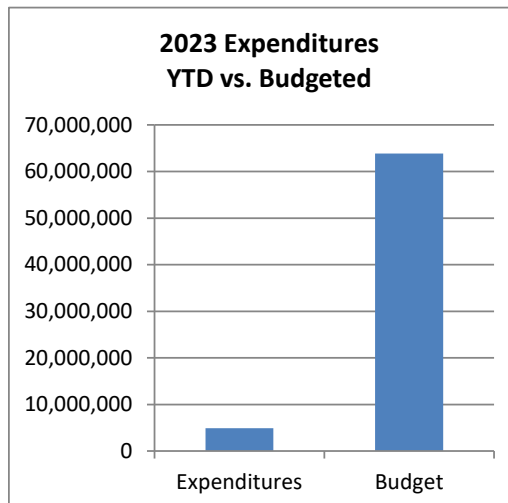
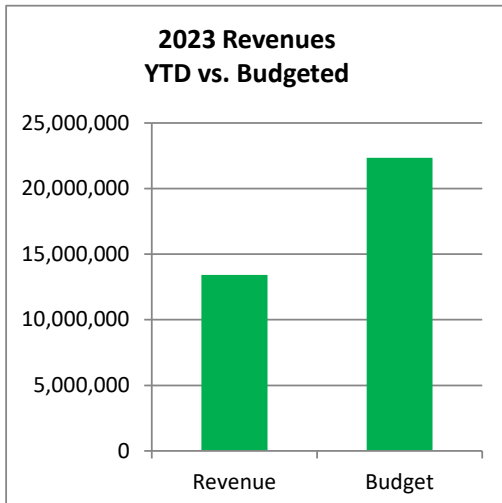
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending May 31, 2023
Unaudited

Item #7.

General Fund	2023 Actuals May	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	87,924,330	87,924,330	
Revenues:			
Taxes & Fees	10,117,398	19,417,534	52.1%
Licenses & Permits	1,827,757	1,963,700	93.1%
Fines & Forfeitures	100,222	175,500	57.1%
Intergovernmental	39,362	25,000	157.4%
Earnings on Investment	834,422	15,000	5562.8%
Miscellaneous Revenue	495,527	757,500	65.4%
<i>Transfers In</i>	-	-	
Total Operating Revenues	13,414,689	22,354,234	60.0%
Expenditures:			
Legislative	306,272	831,440	36.8%
Town Manager	435,071	1,442,430	30.2%
Town Clerk	165,270	441,910	37.4%
Finance	181,543	450,870	40.3%
Planning	141,575	566,310	25.0%
Reimbursements	203,362	700,000	29.1%
Building Inspections	150,654	413,820	36.4%
Police	2,333,213	6,006,610	38.8%
Public Works	324,849	761,350	42.7%
Buildings	135,629	288,100	47.1%
<i>Transfers Out</i>	518,932	51,945,508	1.0%
Total Expenditures	4,896,370	63,848,348	7.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	8,518,320	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	96,442,650	46,430,216	

* - Unaudited

41% of the fiscal year has elapsed



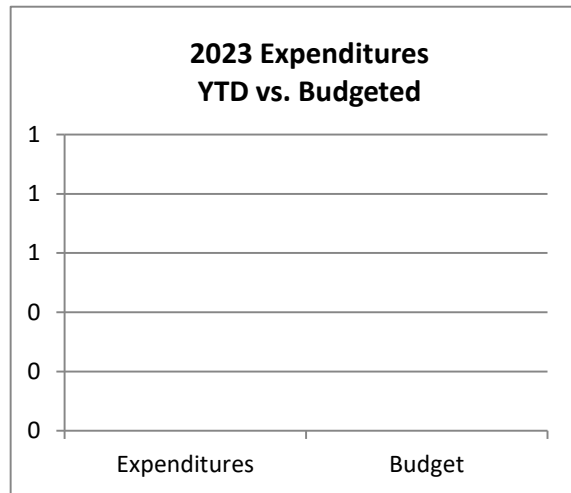
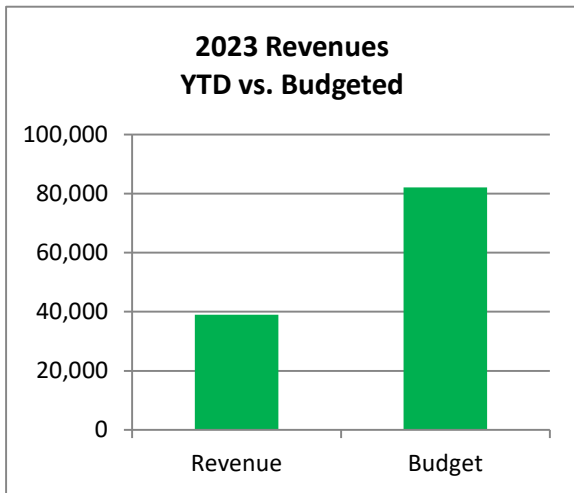
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending May 31, 2023
Unaudited

Item #7.

	2023 Actuals May	2023 Adopted Budget	%
Conservation Trust Fund			Complete
Beginning Fund Balance*	132,112	132,112	
Revenues:			
Intergovernmental	37,214	82,000	45.4%
Earnings on Investment	1,795	50	3589.6%
Total Operating Revenues	39,009	82,050	47.5%
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	39,009	82,050	
Ending Fund Balance*	171,121	214,162	

* - Unaudited

41% of the fiscal year has elapsed



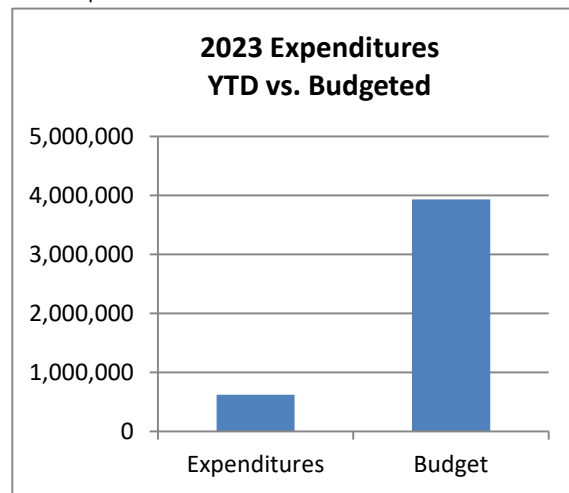
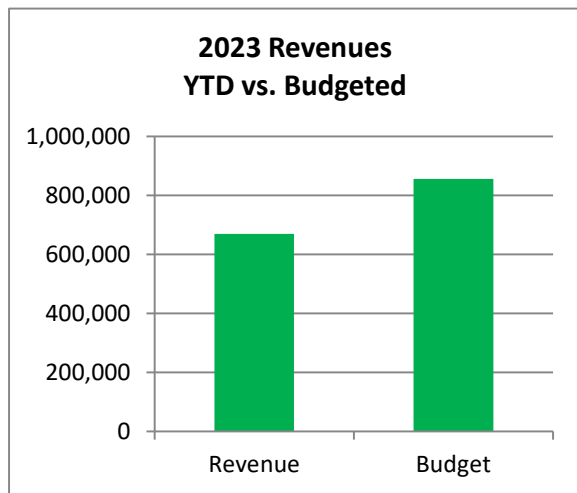
Town of Johnstown, Colorado
 Statement of Revenues, Expenditures, and Changes in
 Fund Balances - Parks and Open Space Fund
 Period Ending May 31, 2023
 Unaudited

Item #7.

Parks and Open Space Fund	2023 Actuals May	2023 Adopted Budget	% Complete
Beginning Fund Balance*	6,865,289	6,865,289	
Revenues:			
Taxes & Fees	568,015	786,030	72.3%
Miscellaneous Revenue	43,915	17,000	258.3%
Transfers In	0	50,000	0.0%
	670,097	855,530	78.3%
Expenditures:			
Operations	285,005	2,905,000	9.8%
Capital Outlay	335,554	1,024,940	32.7%
Transfers Out	-	-	
	620,559	3,929,940	15.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	49,537	(3,074,410)	
Ending Fund Balance*	6,914,826	3,790,879	

* - Unaudited

41% of the fiscal year has elapsed



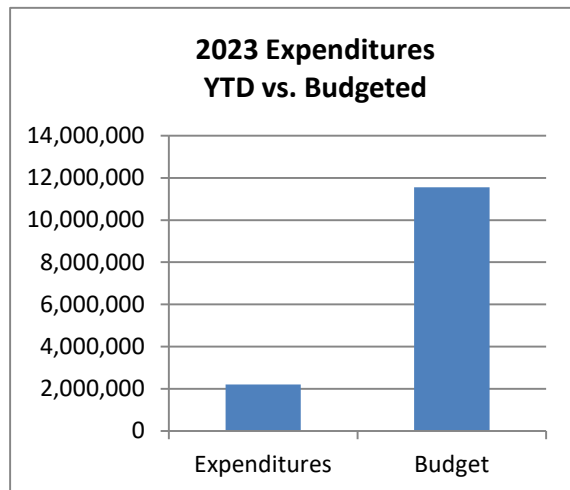
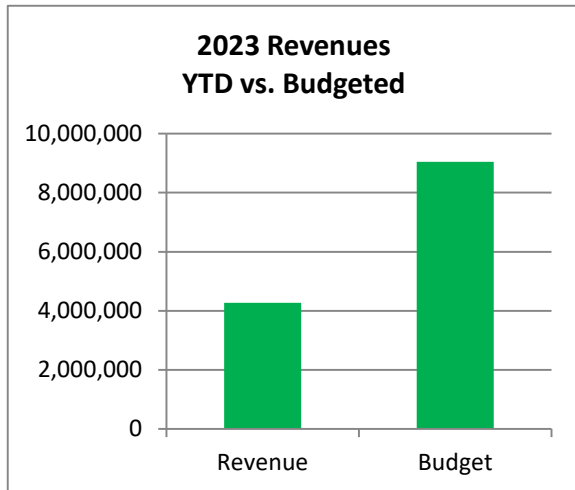
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending May 31, 2023
Unaudited

Item #7.

	2023 Actuals May	2023 Adopted Budget	%
Street and Alley Fund			Complete
Beginning Fund Balance*	17,606,494	17,606,494	
Revenues:			
Taxes & Fees	1,895,991	4,171,405	45.5%
Intergovernmental	199,266	1,290,000	15.4%
Charges for Services	413,232	945,000	43.7%
Capital Investment Fees	1,619,527	1,174,000	137.9%
Earnings on Investment	142,179	10,200	1393.9%
Miscellaneous Revenues	3,090	-	0.0%
Total Operating Revenues	4,273,285	9,040,605	47.3%
Expenditures:			
Operations & Maintenance	917,792	3,698,790	24.8%
Capital	1,280,992	7,848,000	16.3%
Total Expenditures	2,198,784	11,546,790	19.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,074,501	(2,506,185)	
Ending Fund Balance*	19,680,995	15,100,309	

* - Unaudited

41% of the fiscal year has elapsed



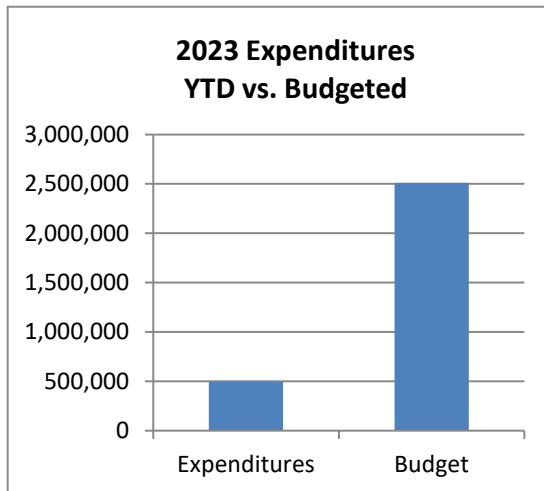
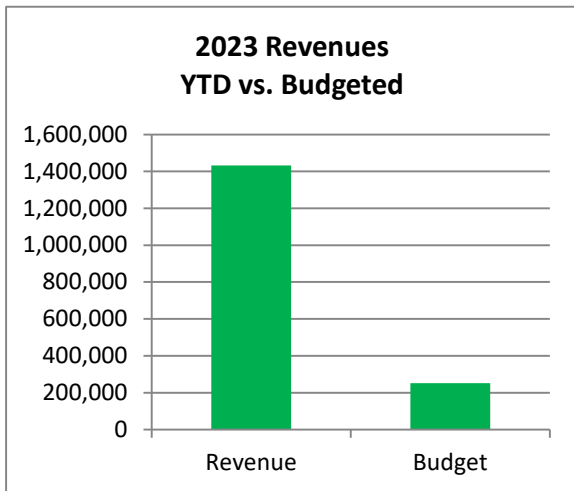
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending May 31, 2023
Unaudited

Item #7.

	2023 Actuals May	2023 Adopted Budget	%
Capital Projects Fund			Complete
Beginning Fund Balance*	12,343,821	12,343,821	
Revenues:			
Taxes and Fees	1,219,806	300,000	406.6%
Miscellaneous Revenue	-	-	
Interest	213,488	2,200	9704.0%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	1,433,293	252,200	568.3%
Expenditures:			
Capital Outlay	498,020	2,511,500	0.0%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	498,020	2,511,500	19.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	935,274	(2,259,300)	
Ending Fund Balance*	13,279,095	10,084,521	

* - Unaudited

41% of the fiscal year has elapsed



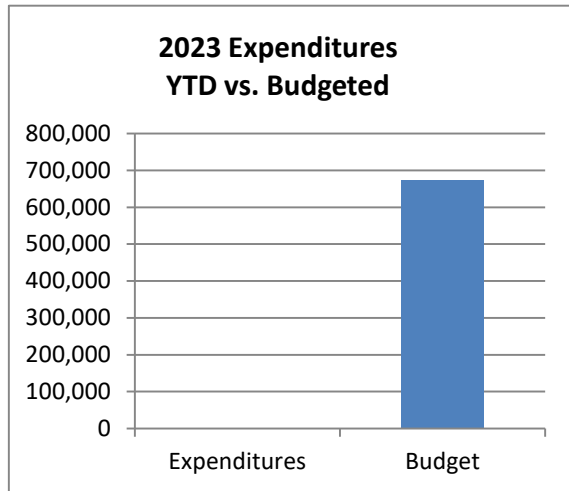
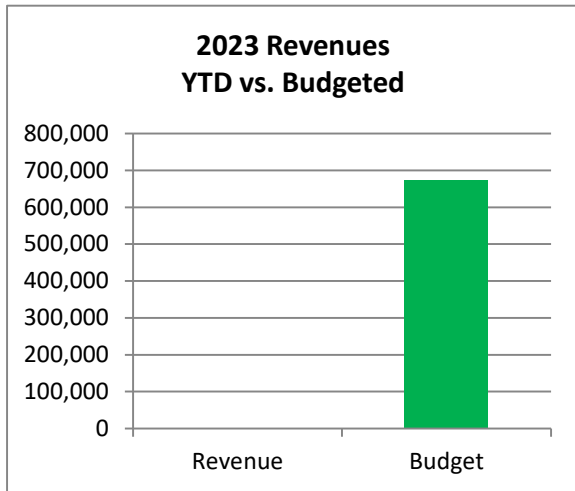
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Tax Allocation Fund	2023 Actuals May	2023 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	-	675,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	675,000	0.0%
<u>Expenditures:</u>			
Miscellaneous	-	675,000	0.0%
Total Expenditures	-	675,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	 41,435	 41,435	

* - Unaudited

41% of the fiscal year has elapsed



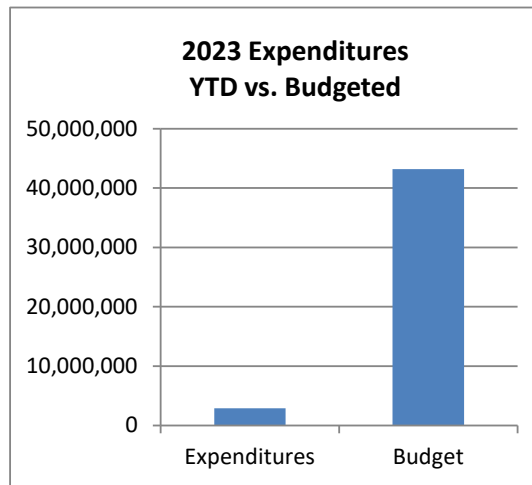
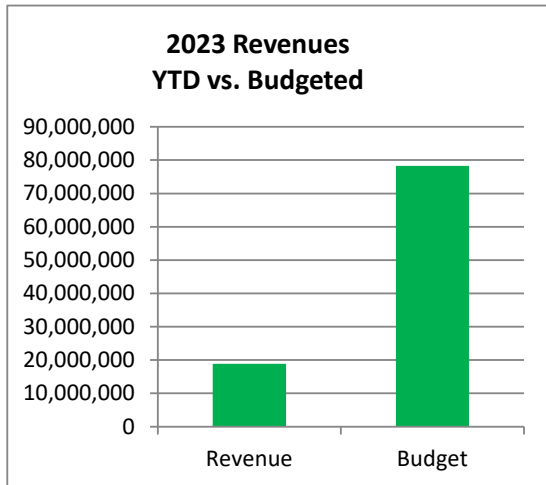
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Water Fund	2023 Actuals May	2023 Adopted Budget	%
			Complete
Beginning Cash Balance*	37,380,557	37,380,557	
Revenues:			
Charges for Services	1,524,791	4,555,000	33.5%
Total Operating Revenues	1,524,791	4,555,000	33.5%
Expenses:			
Administration	60,275	235,300	25.6%
Operations	1,168,873	4,365,350	26.8%
Capital Outlay	1,424,159	36,417,280	3.9%
Depreciation	226,730	970,000	23.4%
Transfers Out	-	600,000	
Total Operating Expenses	2,880,037	43,187,930	6.7%
Operating Income (Loss)	(1,355,246)	(38,632,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	846,067	1,357,605	62.3%
Capital Investment Fees	767,867	1,147,945	66.9%
Misc. Revenues	15,396,961	71,226,500	21.6%
Interest Expense	302,367	20,000	1511.8%
Total Non-Operating Revenues (Expenses)	17,313,262	73,752,050	23.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	15,958,016	35,119,120	
Ending Cash Balance*	53,338,573	72,499,677	

* - Unaudited

41% of the fiscal year has elapsed



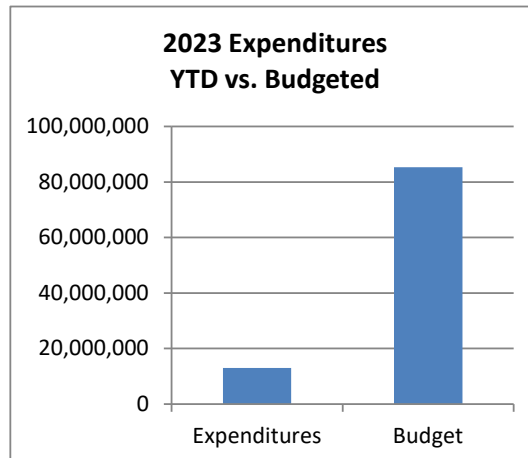
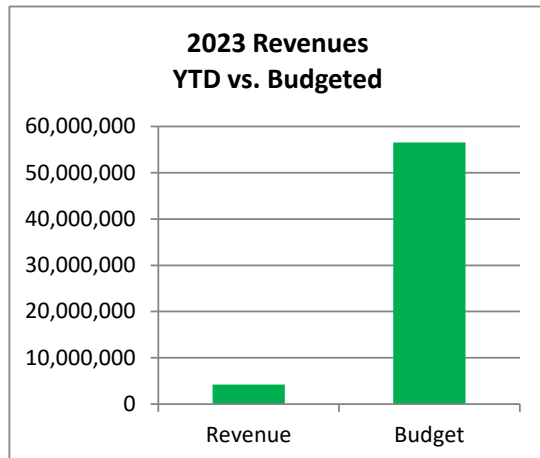
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Sewer Fund	2023 Actuals May	2023 Adopted Budget	% Complete
Beginning Cash Balance*	47,151,463	47,151,463	
Revenues:			
Charges for Services	1,382,061	3,181,500	43.4%
Total Operating Revenues	1,382,061	3,181,500	43.4%
Expenses:			
Administration	59,295	227,750	26.0%
Operations	1,700,912	2,087,960	81.5%
Capital Outlay	10,061,666	78,381,000	12.8%
Depreciation	218,650	1,200,000	18.2%
Debt Service	976,575	2,764,000	35.3%
Transfers Out	-	600,000	0.0%
Total Operating Expenses	13,017,098	85,260,710	15.3%
Operating Income (Loss)	(11,635,037)	(82,079,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	1,628,248	3,218,560	50.6%
Misc. Revenues	15,645	18,900	82.8%
Interest Expense	1,207,269	100,000	1207.3%
Debt Proceeds	-	50,000,000	
Total Non-Operating Revenues (Expenses)	2,851,162	53,337,460	5.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(8,783,875)	(28,741,750)	
Ending Cash Balance*	38,367,588	18,409,713	

* - Unaudited

41% of the fiscal year has elapsed



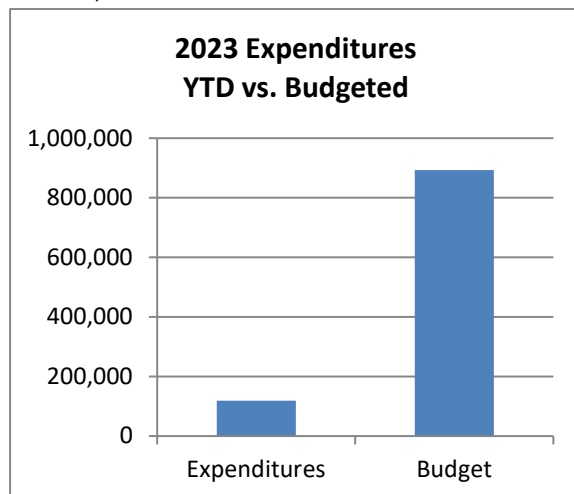
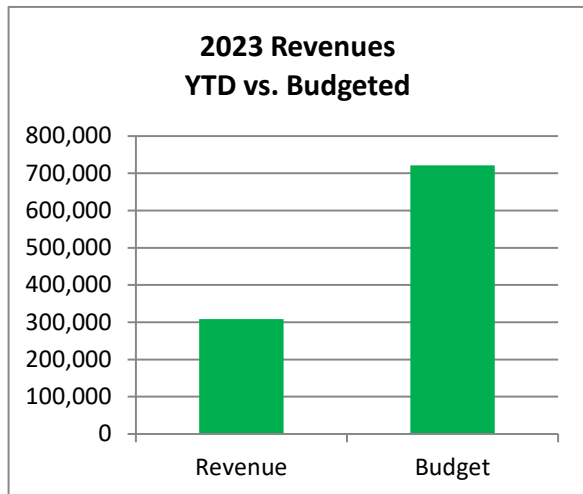
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Drainage Fund	2023 Actuals May	2023 Adopted Budget	% Complete
Beginning Cash Balance*	4,232,022	4,232,022	
<u>Revenues:</u>			
Charges for Services	217,318	500,000	43.5%
Total Operating Revenues	217,318	500,000	43.5%
<u>Expenses:</u>			
Administration	43,440	150,400	28.9%
Operations	75,885	493,025	15.4%
Capital Improvements	-	-	
Transfer Out	-	250,000	
Total Operating Expenses	119,325	893,425	13.4%
Operating Income (Loss)	97,993	(393,425)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	50,423	220,000	22.9%
Misc. Revenues	-	-	
Interest Expense	40,624	1,000	4062.4%
Total Non-Operating Revenues (Expenses)	91,047	221,000	41.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	189,040	(172,425)	
Ending Cash Balance*	4,421,062	4,059,597	

* - Unaudited

41% of the fiscal year has elapsed



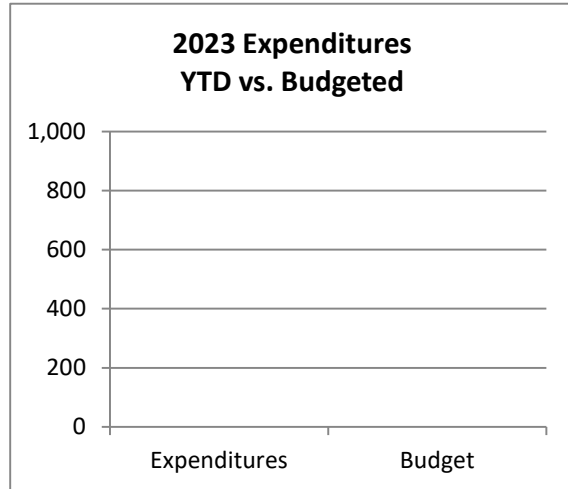
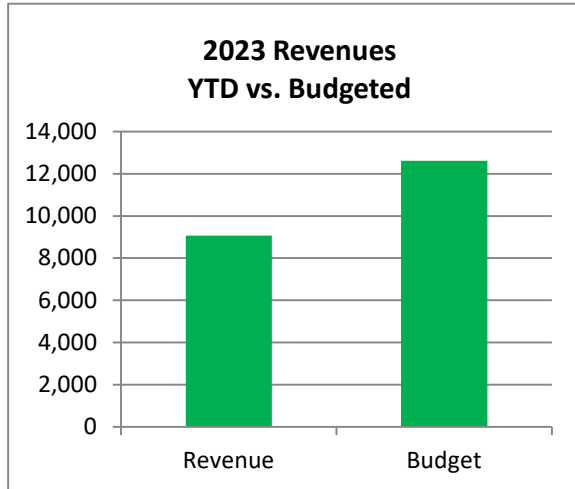
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Cemetery Perpetual Fund	2023 Actuals May	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	168,889	168,889	
Revenues:			
Miscellaneous Revenue	6,690	12,560	53.3%
Earnings on Investment	2,378	60	3964.1%
	9,068	12,620	71.9%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	9,068	12,620	
Ending Fund Balance*	177,957	181,509	

* - Unaudited

41% of the fiscal year has elapsed



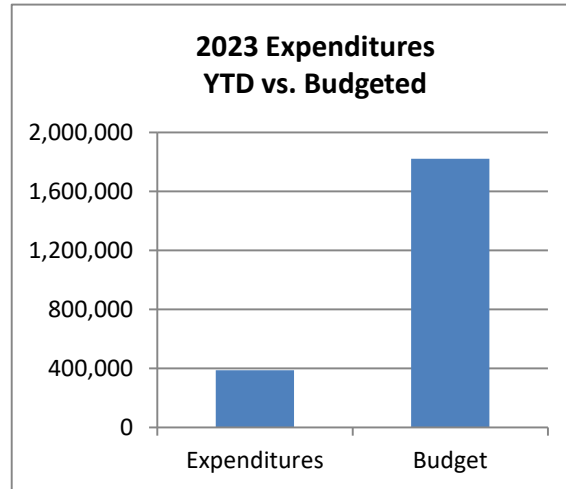
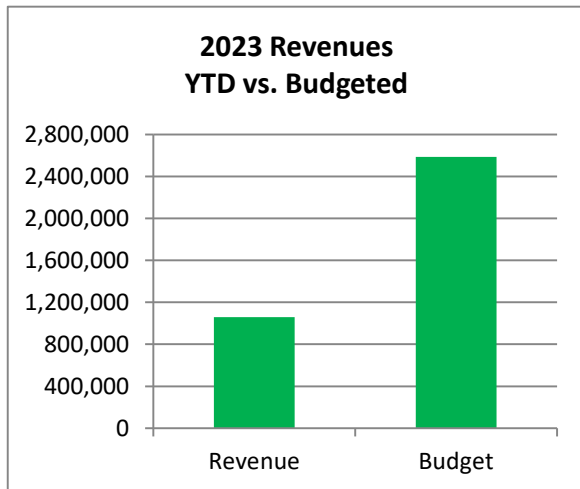
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Library Fund	2023 Actuals May	2023 Adopted Budget	% Complete
Beginning Fund Balance*	8,580,860	8,580,860	
Revenues:			
Intergovernmental	104,277	819,186	12.7%
Miscellaneous Revenue	10,021	11,000	91.1%
Capital Investment Fees	420,290	439,410	95.6%
Interest	114,014	75,000	152.0%
<i>Transfers In</i>	409,253	1,243,246	32.9%
Total Operating Revenues	1,057,855	2,587,842	40.9%
Expenditures:			
Operations	387,553	1,821,000	21.3%
Capital Outlay	-	-	0.0%
Total Expenditures	387,553	1,821,000	21.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	670,302	766,842	
Ending Fund Balance*	9,251,162	9,347,702	

* - Unaudited

41% of the fiscal year has elapsed



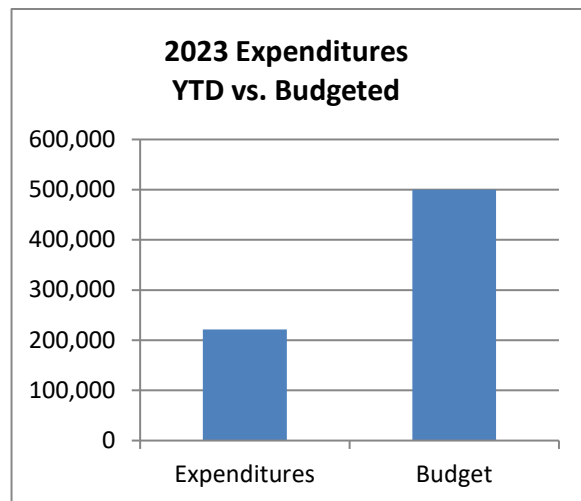
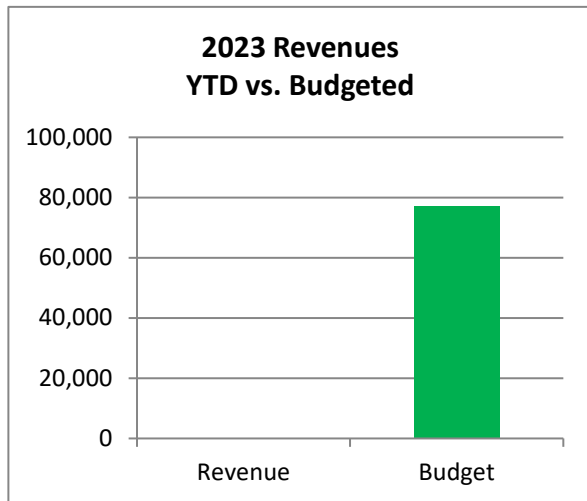
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending May 31, 2023
Unaudited

Item #7.

Recreation Center Fund	2023 Actuals May	2023 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
<u>Revenues:</u>			
State Grants	-	0	
Transfers In	-	77,262	
Earnings on Investment	-	-	
	-	-	
Total Operating Revenues	-	77,262	
<u>Expenditures:</u>			
Operations & Maintenance	221,179	500,000	44.2%
Capital Outlay	-	-	
	-	-	
Total Expenditures	221,179	500,000	44.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(221,179)	(422,738)	
Ending Fund Balance*	701,559	500,000	

* - Unaudited

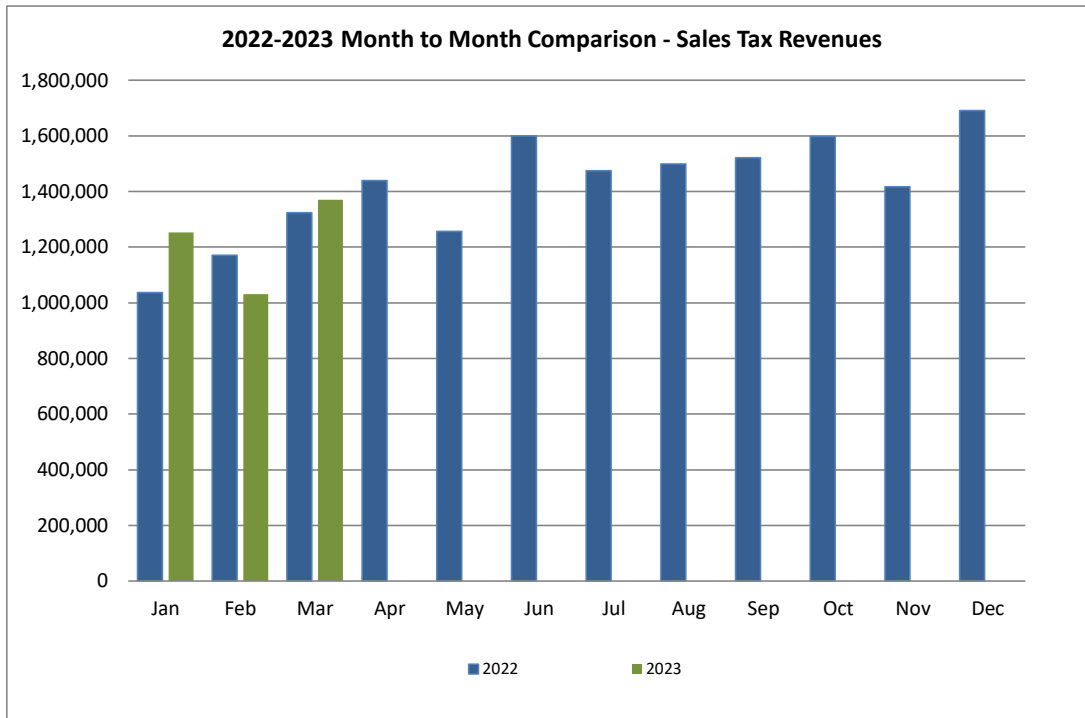
41% of the fiscal year has elapsed



**Sales Tax Analysis and Comparison
2023**

Item #7.

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle</u>	<u>Total Sales Taxes Collected*</u>
		<u>Sales Tax Collected*</u>	
Jan-22	860,076	176,235	1,036,312
Feb-22	1,039,339	131,014	1,170,353
Mar-22	1,140,339	183,753	1,324,092
Apr-22	1,225,967	212,749	1,438,716
May-22	1,081,813	175,308	1,257,121
Jun-22	1,387,474	211,390	1,598,864
Jul-22	1,314,434	159,699	1,474,133
Aug-22	1,301,869	197,915	1,499,784
Sep-22	1,339,168	182,866	1,522,033
Oct-22	1,333,815	263,755	1,597,569
Nov-22	1,228,245	188,305	1,416,551
Dec-22	1,506,874	184,930	1,691,804
2021 Total	14,759,413	2,267,919	17,027,332
Jan-23	1,253,344	206,448	1,459,793
Feb-23	1,031,160	158,696	1,189,856
Mar-23	1,371,163	228,725	1,599,889
Apr-23	0	216,749	216,749
May-23	0	0	0
Jun-23	0	0	0
Jul-23	0	0	0
Aug-23	0	0	0
Sep-23	0	0	0
Oct-23	0	0	0
Nov-23	0	0	0
Dec-23	0	0	0
2022 Total	3,655,668	810,618	4,466,286
Jan - Mar 2022	3,039,754	491,003	17,027,332
Jan - Mar 2023	3,655,668	593,870	4,466,286
% Increase (Decrease)	20.26%	20.95%	-73.77%



* Amounts shown reflect different reporting periods for various entities.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 19, 2023

SUBJECT: Consideration and Public Hearing for Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V, Chapter 18, of the Johnstown Municipal Code, regarding the code version of the International Energy Conservation Code

ACTION PROPOSED: Approval of Ordinance 2023-253 on 2nd reading

ATTACHMENTS:

1. Ordinance 2023-253
2. SAFEbuilt/ProCode Memo
3. Excerpt from 2021 DOE report – Energy Cost Savings

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

As introduced at the June 5, 2023, regular meeting of the Town Council, the Town's contracted Building Officials, Jose Gonzalez and Jonathan Gesick, with ProCode, Inc./SAFEbuilt Colorado, LLC) provided a recommendation to the Town to update the International Energy Conservation Code (IECC) from the currently-enforced 2012 Edition, to the 2018 Edition. This item was approved by Council on first reading at the June 5th meeting, and set a public hearing for June 19th. As this is an ordinance adopting an external document by reference, state statute dictates that the public hearing be held after an initial introduction, and is therefore held in conjunction with this second reading of the ordinance.

In 2019, the Town of Johnstown adopted Ordinance No. 2019-165, Amending Chapter 18 of the Johnstown Municipal Code which included the 2018 editions of the International Residential Code, the International Building Code, the International Mechanical Code, the International Plumbing Code, the International Fuel Gas Code, the International Fire Code, the International Property Maintenance Code, the International Existing Building Code, the International Swimming Pool and Spa Code, and the 2017 edition of the National Electric Code, and the 2012 edition of the International Energy Conservation Code. These various building codes set minimum requirements for how structural systems, plumbing, heating, ventilation, natural gas, and other aspects of residential and commercial buildings should be designed and constructed.

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In 2022 the Colorado Legislature passed HB 22-1362, a bill that includes provisions that require local jurisdictions that have adopted any building codes to also enforce energy code provisions. The Town's contracted Building Officials, Jose Gonzalez, and Jonathan Gesick, with ProCode/SAFEbuilt Colorado, have recommended that the Town update sections of Article V, Chapter 18 of the Johnstown Municipal Code by adopting the International Energy Conservation Code, edition 2018. The International Energy Conservation Code (IECC) is a model building code that sets minimum standards in new construction for a structure's walls, floors, ceilings, lighting, windows, doors, duct leakage and air leakage, with a specific focus on energy efficiency. If approved, this update to the municipal code will ensure the Town's compliance with Colorado State laws and regulations while also providing flexibility and minimizing any negative impact to both the Town and the local builders.

It is important to note that there are financial impacts to an upgraded IECC version, as well as long-term cost savings. A [2021 Department of Energy/Pacific Northwest National Laboratory report](#) compared the residential provisions of the 2009 to 2018 energy code and found an average annual savings, per dwelling unit, in Colorado to be 14.5% or \$208.81. The total cost of the additional improvements to meet the 2018 code vs. 2009 code was calculated at \$2,150. These numbers assume a 2,376 square foot, two-story, single-family home with a heated basement. Attachment 3 presents an Energy Cost Savings excerpt from this report.

Town Staff has conferred with ProCode/SAFEbuilt Colorado and concurs that an amendment to the municipal code would permit the Town to have a deeper understanding of the model codes that the state will propose and provides additional lead time to consider future editions of building codes. Staff also believes that a large percentage of our builders are already designing to and building to 2018 code standards, or better, and therefore the financial impact to builders and homeowners is likely to be minimal with this amendment.

LEGAL ADVICE:

Ordinance was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approval of Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V, Chapter 18, of the Johnstown Municipal Code, concerning Adoption of the International Energy Conservation Code, 2018 Edition.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council Approve Ordinance 2023-253 Amending Chapter 18 of the Johnstown Municipal Code, on Second Reading.

For Denial

I move that the Town Council Deny Ordinance 2023-253.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-253**

**AN ORDINANCE AMENDING SECTIONS 18-41 AND 18-43 OF ARTICLE V
OF CHAPTER 18 OF THE JOHNSTOWN MUNICIPAL CODE
CONCERNING ADOPTION OF THE INTERNATIONAL ENERGY
CONSERVATION CODE, 2018 EDITION.**

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

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

WHEREAS, pursuant to Title 31, Article 16, Part 2, C.R.S., the Town Council adopted building codes in Chapter 18 of the Johnstown Municipal Code (“Code”); and

WHEREAS, based on the recommendation of the Town’s building official, the Town Council desires to amend Sections 18-41 and 18-43 of Article V of Chapter of the Code to adopt the International Energy Conservation Code, 2018 Edition, with amendments; and

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

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

Section 1. Section 18-41. Section 18-41 of the Johnstown Municipal Code is hereby repealed and readopted in full to read as follows:

Sec 18-41. International Energy Conservation Code.

Pursuant to Title 31, Article 16, Part 2, C.R.S., the International Energy Conservation Code, 2018 Edition, as published by the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478, Chapters 1 through 5 inclusive (“IECC”), is hereby adopted by reference as the Town of Johnstown Energy Conservation Code to have the same force and effect as if fully set forth herein.

Section 2. Section 18-43. Section 18-43 of the Johnstown Municipal Code is hereby repealed and readopted in full to read as follows:

Sec 18-43. Amendments.

The International Energy Conservation Code, 2018 Edition, adopted herein is hereby modified with the following additions, deletions, insertions and modifications:

(1) IECC Section C101.1 (Title) is amended by the addition of the term “Town of Johnstown” where indicated.

(2) IECC Section 109.1 (General) is amended by the deletion of the last three sentences and replacement with the following:

“The members of the Board of Appeals shall be comprised of the members of the Town Council.”

(3) IECC Section 109.3 (Qualifications) is amended by the deletion of this section in its entirety.

(4) IECC Section C402.1.1 (Low energy buildings) is amended by the addition of Exception No. 4 to read as follows:

“Commercial structures that lack one or more of the basic amenities or utilities required for year-round occupancy or use such as a permanent heating system, insulation, and/or year-round usable plumbing.”

(5) IECC Section R402.4.1.2 (Testing) is amended by the deletion of the first sentence and replacement with the following:

“The *building* or dwelling unit shall be tested and verified as having an air leakage rate not exceeding seven air changes per hour in *Climate Zones* 1 and 2, and five air changes per hour in *Climate Zones* 3 through 8.”

Section 3. Subsections 18-3(14) and (24) and Subsections 18-13(4) and (19). The references to the 2012 International Energy Conservation Code set forth in Subsections 18-3(14) and (24) and Subsections 18-13(4) and (19) of the Johnstown Municipal Code shall be amended to reflect the 2018 International Energy Conservation Code.

Section 4. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 5. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 6. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance and of the

International Energy Conservation Code, 2018 Edition, shall be available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 5 day of June, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: [Signature]
Damien Berg, Mayor Pro Tem

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

ATTEST:

By: _____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Troy D. Mellon, Mayor



DATE: 05/23/2023
MEMO: TO TOWN OF JOHNSTOWN COUNCIL
RE: RECOMMENDATION TO ADOPT 2018 INTERNATIONAL ENERGY CONSERVATION CODE

Dear Town Council,

ProCode Staff respectfully recommends the adoption of the 2018 International Energy Conservation Code (2018 IECC). The reason behind moving or adopting the 2018 IECC is to come into compliance with state requirements of enforcing or adopting one of the last 3 published versions of the code. The state has been working for some time now on new requirements and regulations on energy compliance, but as of today, it is unclear which direction the state is headed.

By adopting/updating the energy code it would shield the town, for some time, from any new regulations that may be developed and mandated by the state.

CRS 31-15-602(3.5)(c) – “When adopting or updating a building code prior to July 1, 2023, the governing body of a municipality shall adopt and enforce an energy code that achieves equivalent or better energy performance than one of the three most recent editions of the international energy conservation code.”

The impact to building community in general should be minimal as most jurisdictions in the region have adopted the 2018 IECC or newer codes for some time now. Most builders are familiar with the requirements, and many are already building to comply with 2018 Energy code.

Options are: 2015, 2018 and or 2021 IECC (last three published versions of ICC). ProCode Staff is recommending adoption of 2018 IECC since it is more flexible and provides more options for compliance than previous versions.

Adoption would NOT result in higher permit fees unless fees are modified (not suggested).

The inserted graphic provides a table that indicates:

- Cost of Construction for new SFD under 2018 IECC would go up approximately \$40. The potential energy savings with new code is about \$91. Cost Effectiveness for Residential (payback yrs.) is indicated as “Immediate”.
- Cost of Construction for new SFD under 2021 IECC would go up approximately \$3609. The potential energy savings with new code is about \$264. Cost Effectiveness for Residential (payback yrs.) is estimated at 13.7 Years.

Average Single Family Added Cost \$

		Moving to this IECC Version				
		2009	2012	2015	2018	2021
Moving from this IECC Version	2006	\$833	\$2,430	\$4,028	\$4068	\$7,637
	2009		\$1,597	\$1,583	\$1623	\$5,192
	2012			Negligible	\$40	\$3,609
	2015				\$40	\$3,609
	2018					\$3,569
	2021					\$3,569

Average Single Family Annual Savings \$

		Moving to this IECC Version				
		2009	2012	2015	2018	2021
Moving from this IECC Version	2006	\$119	\$392	\$665	\$692	\$865
	2009		\$273	\$337	\$364	\$537
	2012			\$64	\$91	\$264
	2015				\$27	\$200
	2018					\$173
	2021					\$173

Single Family Simple Payback Years¹

		Moving to this IECC Version				
		2009	2012	2015	2018	2021
Moving from this IECC Version	2006	7	6.2	6.1	5.9	8.8
	2009		5.9	4.70	4.4	9.6
	2012			Immediate	Immediate	13.7
	2015				1.5	18.1
	2018					20.6
	2021					20.6

¹ Simple payback is the number of years required for energy cost savings to exceed the incremental first costs of a new code or code change proposals. Simple payback is not used as a measure of cost-effectiveness as it does not account for the time value of money, the value of energy cost savings that occur after payback is achieved, or any maintenance or replacement costs that occur after the initial investment.

Source:



National Cost Effectiveness of the residential provisions of the 2021 IECC. Office of Energy Efficiency and Renewable Energy. (2021, June). Retrieved from https://www.energycodes.gov/sites/default/files/2021-07/2021IECC_CostEffectiveness_Final_Residential.pdf

Sincerely,

Jose Gonzalez
Building Official
ProCode

Energy Cost Savings

Table 11 and Table 12 show the estimated annual per-dwelling unit energy costs of end uses regulated by the IECC, which comprise heating, cooling, water heating, lighting, fans, and mechanical ventilation that result from meeting the requirements of the 2018 and the 2009 IECC.

Table 11. Annual (First Year) Energy Costs for the 2009 IECC

Climate Zone	2009 IECC						
	Heating	Cooling	Water Heating	Lighting	Fans	Vents	Total
4B	\$640.59	\$228.83	\$201.45	\$180.10	\$137.74	\$0.00	\$1,250.97
5B	\$573.00	\$164.17	\$199.28	\$169.76	\$136.44	\$0.00	\$1,106.21
6B	\$847.90	\$125.05	\$234.24	\$182.20	\$144.54	\$0.00	\$1,389.39
7B	\$925.44	\$91.79	\$243.61	\$179.77	\$149.20	\$0.00	\$1,440.61
Average	\$605.12	\$158.55	\$203.32	\$170.90	\$137.51	\$0.00	\$1,137.89

Table 12. Annual (First Year) Energy Costs for the 2018 IECC

Climate Zone	2018 IECC						
	Heating	Cooling	Water Heating	Lighting	Fans	Vents	Total
4B	\$333.32 (-48.0%)	\$203.97 (-10.9%)	\$184.04 (-8.6%)	\$148.86 (-17.3%)	\$99.85 (-27.5%)	\$0.00 (0.0%)	\$870.20 (-30.4%)
5B	\$329.02 (-42.6%)	\$165.12 (0.6%)	\$182.10 (-8.6%)	\$140.32 (-17.3%)	\$110.98 (-18.7%)	\$0.00 (0.0%)	\$816.55 (-26.2%)
6B	\$476.50 (-43.8%)	\$123.45 (-1.3%)	\$213.53 (-8.8%)	\$150.60 (-17.3%)	\$109.64 (-24.1%)	\$0.00 (0.0%)	\$964.07 (-30.6%)
7B	\$533.08 (-42.4%)	\$95.46 (4.0%)	\$221.93 (-8.9%)	\$148.59 (-17.3%)	\$100.91 (-32.4%)	\$0.00 (0.0%)	\$999.06 (-30.7%)
Average	\$347.00	\$159.47	\$185.73	\$141.26	\$110.34	\$0.00	\$833.46

Table 13 shows the first year energy cost savings as both a net dollar savings and as a percentage of the total regulated end use energy costs. Results are weighted by single- and multifamily housing starts, foundation type, and heating system type.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** June 19, 2023
- SUBJECT:** Resolution 2023-26 Approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1 (SUB21-0026)
- ACTION PROPOSED:** Hold Public Hearing and Consider Resolution 2023-26 Approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1
- ATTACHMENTS:**
1. Resolution 2023-26
 2. Vicinity Map
 3. Proposed Plat
 4. PZC Staff Report - April 22, 2023
 5. Arterial Striping & Configuration
 6. TIS Report without Appendices
 7. Staff Presentation
 8. Applicant Presentation
- PRESENTED BY:** Kim Meyer, Planning & Development Director
-

AGENDA ITEM DESCRIPTION:

The Applicant, Encore HoldCo, LLC, requests consideration of a combined Preliminary/Final Subdivision Plat encompassing approximately 189 acres of land at the northwest corner of the intersection of Colorado Blvd (WCR13/LCR1) and US Highway 34 (Attachment 2). The proposed plat includes street rights-of-way for internal and adjacent streets, one 44-acre lot, and several large tracts that will require further subdivision (Attachment 3).

This is a unique, high-visibility property located north of US Hwy 34, between Colorado Blvd/WCR13 and High Plains Blvd./LCR3, with the Greeley & Loveland Irrigation Canal bisecting the parcel. It is located in an area identified in the 2021 Johnstown Area Comprehensive Plan as High Density/Intensity, along the major roadways, and Medium Density/Intensity north of that. There are some oil and gas facilities located within and adjacent to the site. This is also along the stretch of US 34 that will require a realignment of High Plains Blvd./LCR 3 intersection to the east, as well as improvements Colorado Blvd. The Town and Applicant have coordinated

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extensively with CDOT, Loveland and McWhinney, Windsor, Greeley, and the canal company to work through multiple complex development issues.

The intent of this subdivision is primarily to create the “framework” of the development – with the construction of stormwater and drainage systems, streets, and utilities. Once these improvements are accepted by the Town, there would be one resulting 44-acre lot created with this plat, along the northern boundary, that would be developable through a Final Development Plan. The remaining large acreage tracts would be subject to further resubdivision prior to development. This type of “super pad” plat is common in areas where future development patterns and users are unknown. Further details on the site and the proposed subdivision are outlined in the Planning & Zoning Staff Memo (Attachment 4).

The Planning & Zoning Commission (PZC) held a public hearing on April 22, 2023, to consider the proposed project. The Commissioners and Applicant discussed the intent with oil and gas facilities on and adjacent to the site, several of which are currently being plugged and abandoned, with the larger facilities remaining on their own parcels. They also discussed traffic impacts and improvements at length. Two members of the public commented and inquired about traffic, relating to continued access from LCR3 for his home and farm during construction, and truck traffic and turning radii around the roundabouts. Based upon the materials submitted, analysis, and findings, the PZC approved a motion to recommend to Town Council approval of this Preliminary/Final Subdivision Plat.

Subdivision improvements for the Development have been reviewed with this proposed subdivision and include full civil engineering design of water and sanitary sewer mains, stormwater facilities, as well as significant street improvements that include the extension of High Plains Boulevard to the north in a new alignment; access and intersections along US 34, and Colorado Boulevard (Attachment 5). For reference, Staff has attached the most recent draft of the master Traffic Impact Study (TIS), minus appendices – see Attachment 6. Final technical revisions to civil and traffic engineering reports and plans are pending final review and Town approvals.

Future proposed development remains subject to applicable subdivision, site development planning, and other town development review processes and will be required to provide evidence of conformance with the approved master plans and reports accompanying this Development.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning & Zoning Commission recommends, and Staff supports, a recommendation to Town Council for Approval of Resolution 2023-26 approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1 subject to the approval of a Council-approved Development Agreement.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Resolution 2023-26 approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1 subject to the approval of a Council-approved Development Agreement.

For Denial

I move that the Town Council deny Resolution 2023-26.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-26**

APPROVING THE PRELIMINARY/FINAL PLAT FOR ENCORE FILING NO. 1, A SUBDIVISION SITUATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 188.839 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, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Encore HoldCo, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat for Encore Filing No. 1, a subdivision situated in the South Half of Section 12, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 188.839 acres; and

WHEREAS, on May 24, 2023, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat; and

WHEREAS, on June 19, 2023, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat is consistent with the Town’s Comprehensive Plan and the approved Outline Development Plan and meets the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat for Encore Filing No. 1, subject to the approval of a Council-approved Development Agreement.

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for Encore Filing No. 1, a subdivision situated in the South Half of Section 12, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 188.839 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Plat and upon approval and execution of a Council-approved Development Agreement, record the Plat and Development Agreement at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of June, 2023.

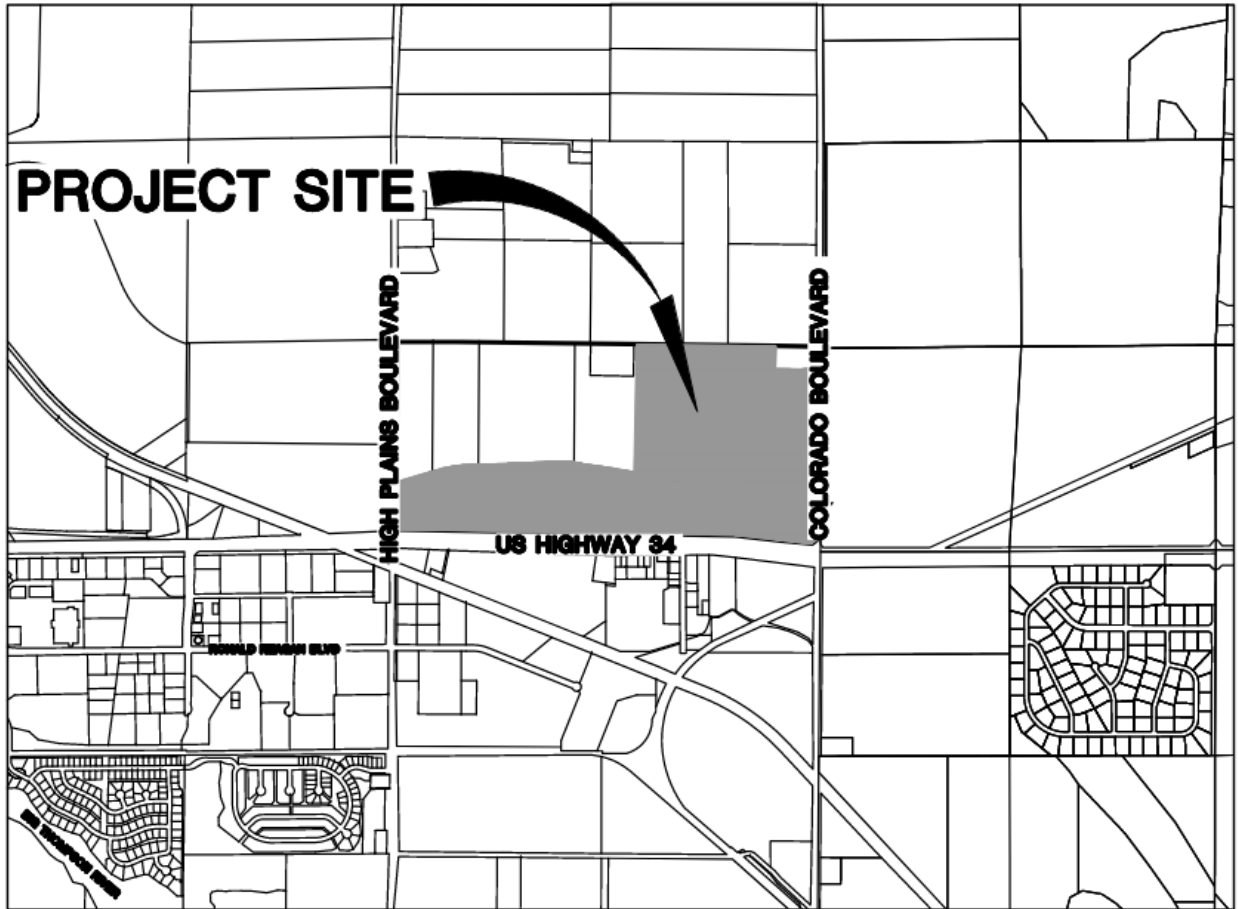
ATTEST:

By: _____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

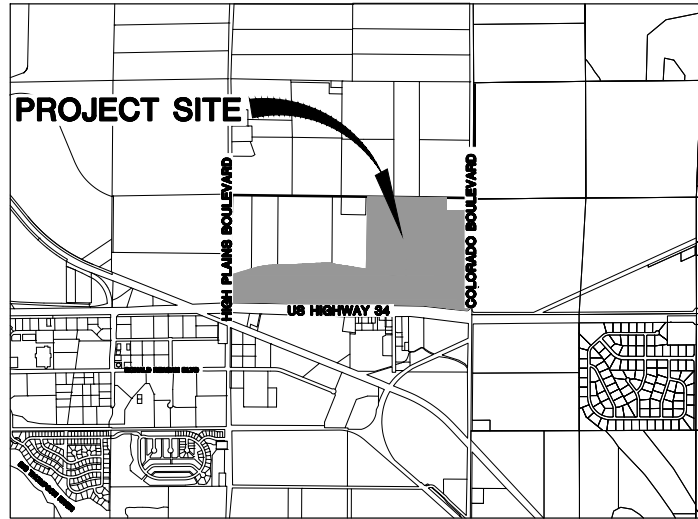
By: _____
Troy D. Mellon, Mayor

VICINITY MAP – ENCORE FILING 1 SUBDIVISION



ENCORE FILING 1

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



TOTAL OUTLOTS 10
TOTAL LOTS 2
TOTAL TRACTS 5

ENGINEERING & SURVEYING:
TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970) 226-0557

OWNER:
ENCORE HOLDCO, LLC
ROY BADE
8901 E MOUNTAIN VIEW RD., SUITE #150
SCOTTSDALE, AZ 85258
(480) 295-7600

BASIS OF BEARING STATEMENT

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED ON THE NORTH END BY THE EAST QUARTER CORNER OF SECTION 12 AND THE SOUTH END BY THE SOUTHEAST CORNER OF SECTION 12. SAID LINE IS ASSUMED TO BEAR S00°51'45"W A DISTANCE OF 2630.93 FEET AND IS MONUMENTED AS SHOWN HEREON.

SURVEYOR CERTIFICATE:

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

DATED THIS _____ DAY OF _____, 20____.



CHAD R. WASHBURN
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC

NOTICE OF OTHER DOCUMENTS

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE PLANNING AND DEVELOPMENT DIRECTOR OF THE TOWN OF JOHNSTOWN AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS, OUTLOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS, IF ANY, AS INDICATED HEREON UNDER THE NAME OF ENCORE FILING 1, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: ENCORE HOLDCO, LLC
A COLORADO LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE _____ DAY OF _____, 20____.

BY: _____
NAME JENNIFER SCHRADER AUTHORIZED SIGNOR

NOTARIAL CERTIFICATE

STATE OF ARIZONA)

COUNTY OF MARICOPA)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

LENDER: CAPITAL FUND REIT, LLC
AN ARIZONA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE _____ DAY OF _____, 20____.

BY: _____
NAME NOAH BROCIOSU PRESIDENT

NOTARIAL CERTIFICATE

STATE OF ARIZONA)

COUNTY OF MARICOPA)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS ENCORE FILING 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE DAY OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR - TROY D. MELLON TOWN CLERK - HANNAH HILL

NOTES:

- ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
- THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
- FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. HS0813638 AMENDMENT 1 PREPARED BY HERITAGE TITLE COMPANY EFFECTIVE APRIL 27, 2023 AT 8:00 AM. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FRM), MAP NO. 08069C1215F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, INDICATE THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL EXISTING PUBLIC EASEMENTS DEDICATED BY PREVIOUS PLATTING WITHIN THE SUBJECT PROPERTY BOUNDARY ARE HEREBY VACATED AND REDEDICATED AS SHOWN HEREON.
- PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12
THENCE N 07°39'12" E A DISTANCE OF 251.55 FEET TO THE POINT OF BEGINNING;
THENCE S 44°04'45" E A DISTANCE OF 71.14 FEET;
THENCE S 88°43'39" E A DISTANCE OF 4342.30 FEET;
THENCE S 83°16'09" E A DISTANCE OF 597.20 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS
N 06°43'50" E, HAVING A RADIUS OF 11334.20 FEET, A CENTRAL ANGLE OF
02°04'01" AND AN ARC LENGTH OF 408.87 FEET;
THENCE N 47°45'00" E A DISTANCE OF 68.30 FEET;
THENCE N 00°51'45" E A DISTANCE OF 2498.76 FEET;
THENCE N 88°54'02" W A DISTANCE OF 30.00 FEET;
THENCE S 00°51'45" W A DISTANCE OF 221.07 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS
N 59°29'08" W, HAVING A RADIUS OF 84.00 FEET, A CENTRAL ANGLE OF
14°50'50" AND AN ARC LENGTH OF 21.77 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS
N 44°38'19" W, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF
20°25'04" AND AN ARC LENGTH OF 15.68 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS
N 24°13'15" W, HAVING A RADIUS OF 484.00 FEET, A CENTRAL ANGLE OF
25°19'13" AND AN ARC LENGTH OF 213.89 FEET;
THENCE N 88°54'02" W A DISTANCE OF 297.99 FEET;
THENCE N 00°51'44" E A DISTANCE OF 294.00 FEET;
THENCE N 88°54'02" W A DISTANCE OF 1792.05 FEET;
THENCE S 01°05'58" W A DISTANCE OF 1442.95 FEET;
THENCE S 01°05'58" W A DISTANCE OF 217.14 FEET;
THENCE N 79°36'13" W A DISTANCE OF 97.64 FEET;
THENCE N 80°36'13" W A DISTANCE OF 321.49 FEET;
THENCE N 81°58'34" W A DISTANCE OF 188.05 FEET;
THENCE N 82°02'01" W A DISTANCE OF 81.52 FEET;
THENCE N 77°14'42" W A DISTANCE OF 129.03 FEET;
THENCE N 87°33'11" W A DISTANCE OF 75.86 FEET;
THENCE S 88°38'30" W A DISTANCE OF 152.60 FEET;
THENCE S 89°30'23" W A DISTANCE OF 116.17 FEET;
THENCE S 85°40'41" W A DISTANCE OF 138.01 FEET;
THENCE S 87°40'54" W A DISTANCE OF 167.58 FEET;
THENCE S 86°51'02" W A DISTANCE OF 106.99 FEET;
THENCE S 86°57'18" W A DISTANCE OF 76.61 FEET;
THENCE S 88°39'06" W A DISTANCE OF 134.28 FEET;
THENCE S 88°43'57" W A DISTANCE OF 143.08 FEET;
THENCE S 89°33'51" W A DISTANCE OF 112.53 FEET;
THENCE S 87°49'15" W A DISTANCE OF 95.13 FEET;
THENCE S 86°07'00" W A DISTANCE OF 101.34 FEET;
THENCE S 82°18'45" W A DISTANCE OF 67.60 FEET;
THENCE S 81°10'10" W A DISTANCE OF 106.43 FEET;
THENCE S 77°35'57" W A DISTANCE OF 73.70 FEET;
THENCE S 74°41'37" W A DISTANCE OF 159.82 FEET;
THENCE S 73°25'09" W A DISTANCE OF 193.92 FEET;
THENCE S 73°24'05" W A DISTANCE OF 289.84 FEET;
THENCE S 00°8'14" W A DISTANCE OF 540.13 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 188.839 ACRES OR 8,225,812 SQUARE FEET MORE OR LESS AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS NOW IN USE OR OF RECORD.

DESCRIPTION	SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
LOTS 1 - 1 BLOCK 1	44.10	23.35%	OWNER
LOTS 1 - 1 BLOCK 2	3.26	1.72%	OWNER
TRACT A - FUTURE DEVELOPMENT	14.88	7.88%	OWNER
TRACT B - FUTURE DEVELOPMENT	12.09	6.40%	OWNER
TRACT C - FUTURE DEVELOPMENT	21.73	11.51%	OWNER
TRACT D - FUTURE DEVELOPMENT	27.74	14.69%	OWNER
TRACT E - FUTURE DEVELOPMENT	7.02	3.72%	OWNER
OUTLOT A - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	1.57	0.83%	METRO DISTRICT
OUTLOT B - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	4.66	2.47%	METRO DISTRICT
OUTLOT C - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	1.95	1.03%	METRO DISTRICT
OUTLOT D - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	5.36	2.84%	METRO DISTRICT
OUTLOT E - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	4.43	2.35%	METRO DISTRICT
OUTLOT F - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	2.04	1.08%	METRO DISTRICT
OUTLOT G - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	6.39	3.38%	METRO DISTRICT
OUTLOT H - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	3.96	2.10%	METRO DISTRICT
OUTLOT I - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	4.34	2.30%	METRO DISTRICT
OUTLOT J - OPEN SPACE, UTILITY, AND DRAINAGE EASEMENT	1.92	1.01%	METRO DISTRICT
RIGHT-OF-WAY	21.37	11.32%	TOWN OF JOHNSTOWN
TOTAL	188.82	100.00%	

Item #9

ENCORE FILING 1

PLAT COVER

Washburn LAND SURVEYING

TST, INC. CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1245.0008.00

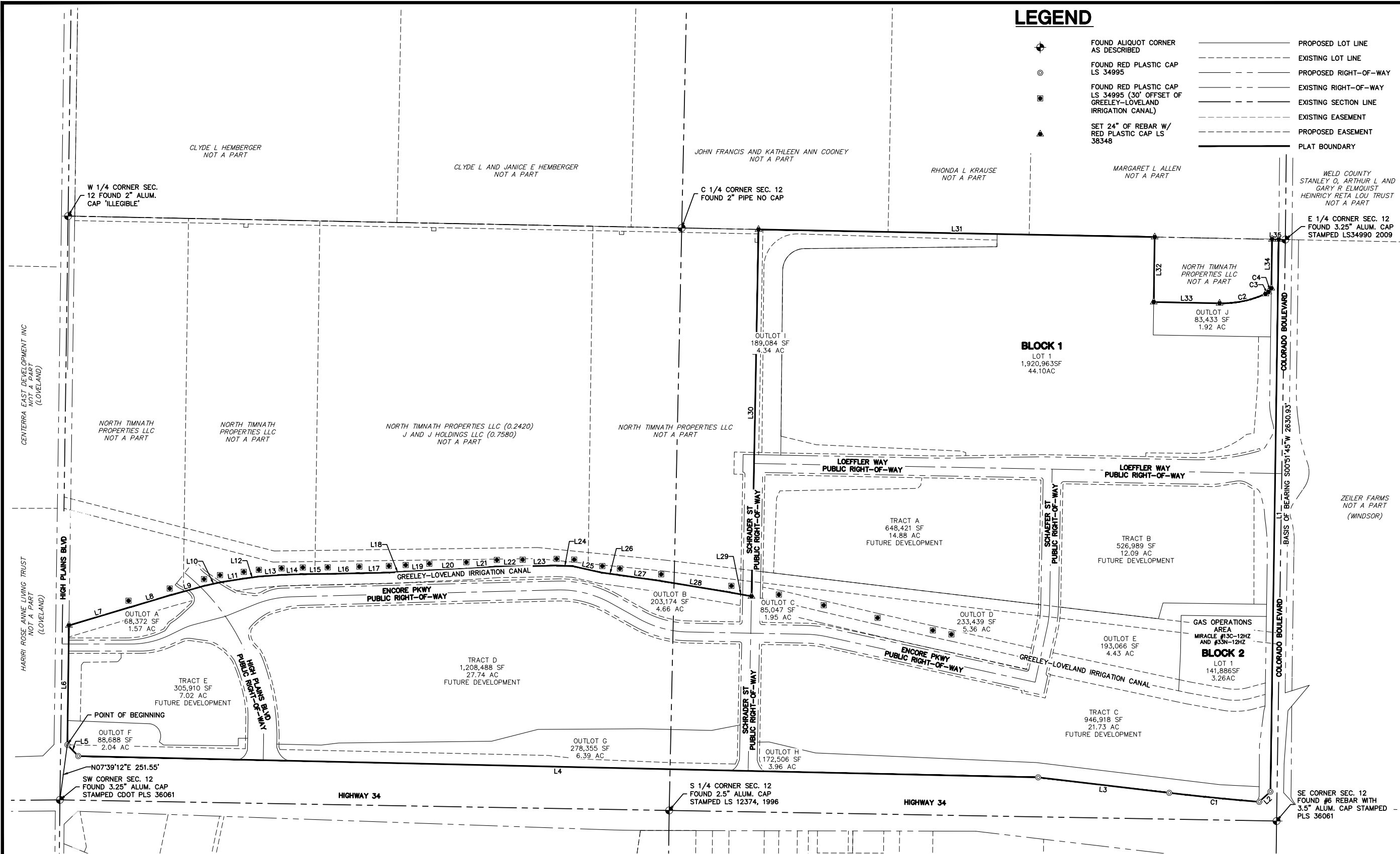
SCALE N.T.S.

DATE MAY 2023

SHEET 1 of 8

LEGEND

	FOUND ALIQUOT CORNER AS DESCRIBED		PROPOSED LOT LINE
	FOUND RED PLASTIC CAP LS 34995		EXISTING LOT LINE
	FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)		PROPOSED RIGHT-OF-WAY
	SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348		EXISTING RIGHT-OF-WAY
			EXISTING SECTION LINE
			EXISTING EASEMENT
			PROPOSED EASEMENT
			PLAT BOUNDARY



REVISIONS	DESCRIPTION

DATE	BY	DRAWN	CHECKED	DESIGNED	FILENAME
		JSL	JFS	JSL	0001_Plat Cover

ENCORE FILING 1
PLAT OVERALL



TST, INC.
 CONSULTING ENGINEERS
 748 Whalers Way
 Suite 200 Fort Collins
 Colorado 80525
 Phone: 970.226.0557

JOB NO. 1245.0008.00
 SCALE 1" = 200'
 DATE MAY 2023
 SHEET 2 of 8

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	2498.76	N0°51'45"E
L2	68.30	N47°45'00"E
L3	597.20	S83°16'09"E
L4	4342.30	S88°43'39"E
L5	71.14	S44°04'45"E
L6	540.13	S0°48'14"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L7	289.84	S73°24'05"W
L8	193.92	S73°25'09"W
L9	159.82	S74°41'37"W
L10	73.70	S77°35'57"W
L11	106.43	S81°10'10"W
L12	67.60	S82°18'45"W

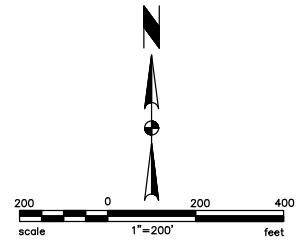
LINE TABLE		
LINE	LENGTH	DIRECTION
L13	101.34	S86°07'00"W
L14	95.13	S87°49'15"W
L15	112.53	S89°33'51"W
L16	143.08	S88°43'57"W
L17	134.28	S88°39'06"W
L18	76.61	S86°57'18"W

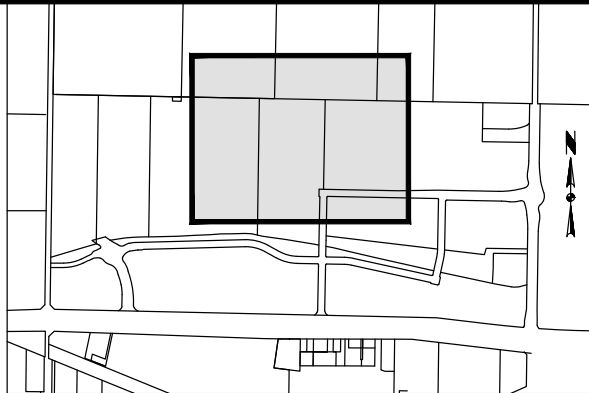
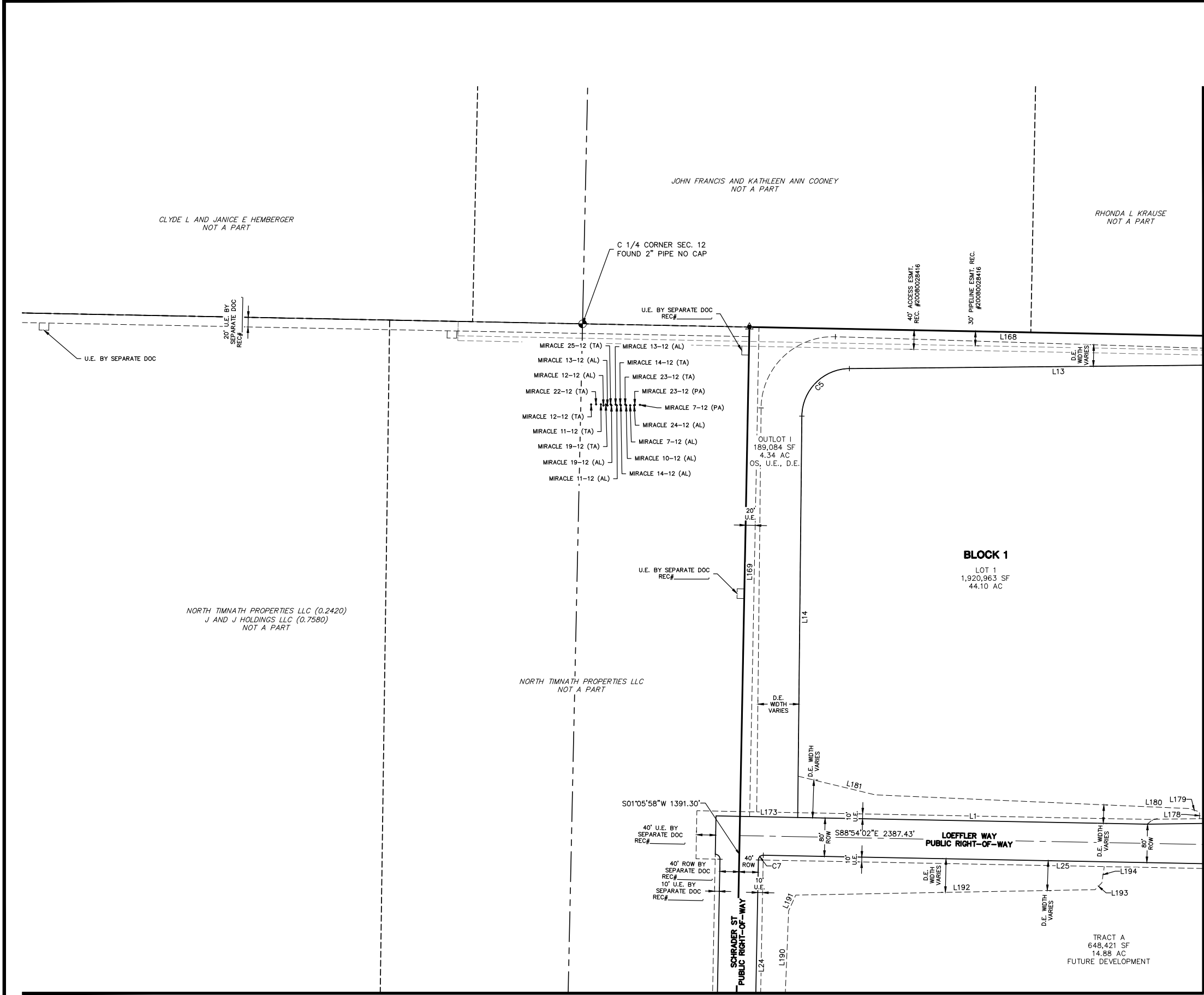
LINE TABLE		
LINE	LENGTH	DIRECTION
L19	106.99	S86°51'02"W
L20	167.58	S87°40'54"W
L21	138.01	S85°40'41"W
L22	116.17	S89°30'23"W
L23	152.60	S88°38'30"W
L24	75.86	N87°33'11"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L25	129.03	N77°14'42"W
L26	81.52	N82°02'01"W
L27	188.05	N81°58'34"W
L28	321.49	N80°36'13"W
L29	97.84	N79°36'13"W
L30	1660.09	S1°05'58"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L31	1792.05	N88°54'02"W
L32	294.00	N0°51'44"E
L33	297.99	N88°54'02"W
L34	221.07	S0°51'45"W
L35	30.00	N88°54'02"W





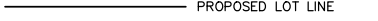
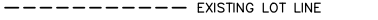
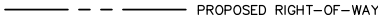
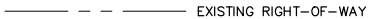
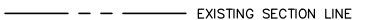
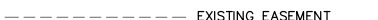
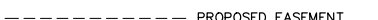






CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	11334.20'	408.87'	2°04'01"	S84°18'10"E	408.85'
C2	484.00'	213.89'	25°19'13"	S78°26'21"W	212.15'
C3	44.00'	15.68'	20°25'04"	S55°34'13"W	15.60'
C4	84.00'	21.77'	14°50'50"	S37°56'16"W	21.71'





KEY MAP
N.T.S.

LEGEND

-  FOUND ALIQUOT CORNER AS DESCRIBED
-  FOUND RED PLASTIC CAP LS 34995
-  FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
-  SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348
-  PROPOSED LOT LINE
-  EXISTING LOT LINE
-  PROPOSED RIGHT-OF-WAY
-  EXISTING RIGHT-OF-WAY
-  EXISTING SECTION LINE
-  EXISTING EASEMENT
-  PROPOSED EASEMENT
-  PLAT BOUNDARY
-  OPEN SPACE
-  UTILITY EASEMENT
-  DRAINAGE EASEMENT
-  RIGHT OF WAY
-  EXISTING

REVISIONS	DESCRIPTION

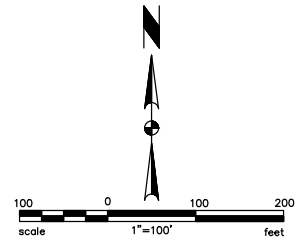
BY	
DATE	
DRAWN	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plat Final

**ENCORE FILING 1
PLAT**



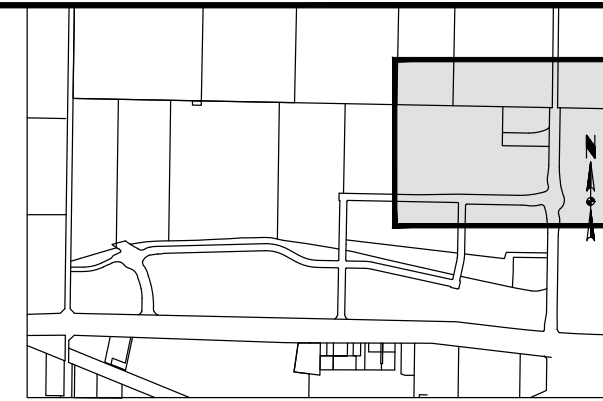
TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO.	1245.0008.00
SCALE	1" = 100'
DATE	MAY 2023
SHEET	3 of 8



SEE SHEET 6

SEE SHEET 4



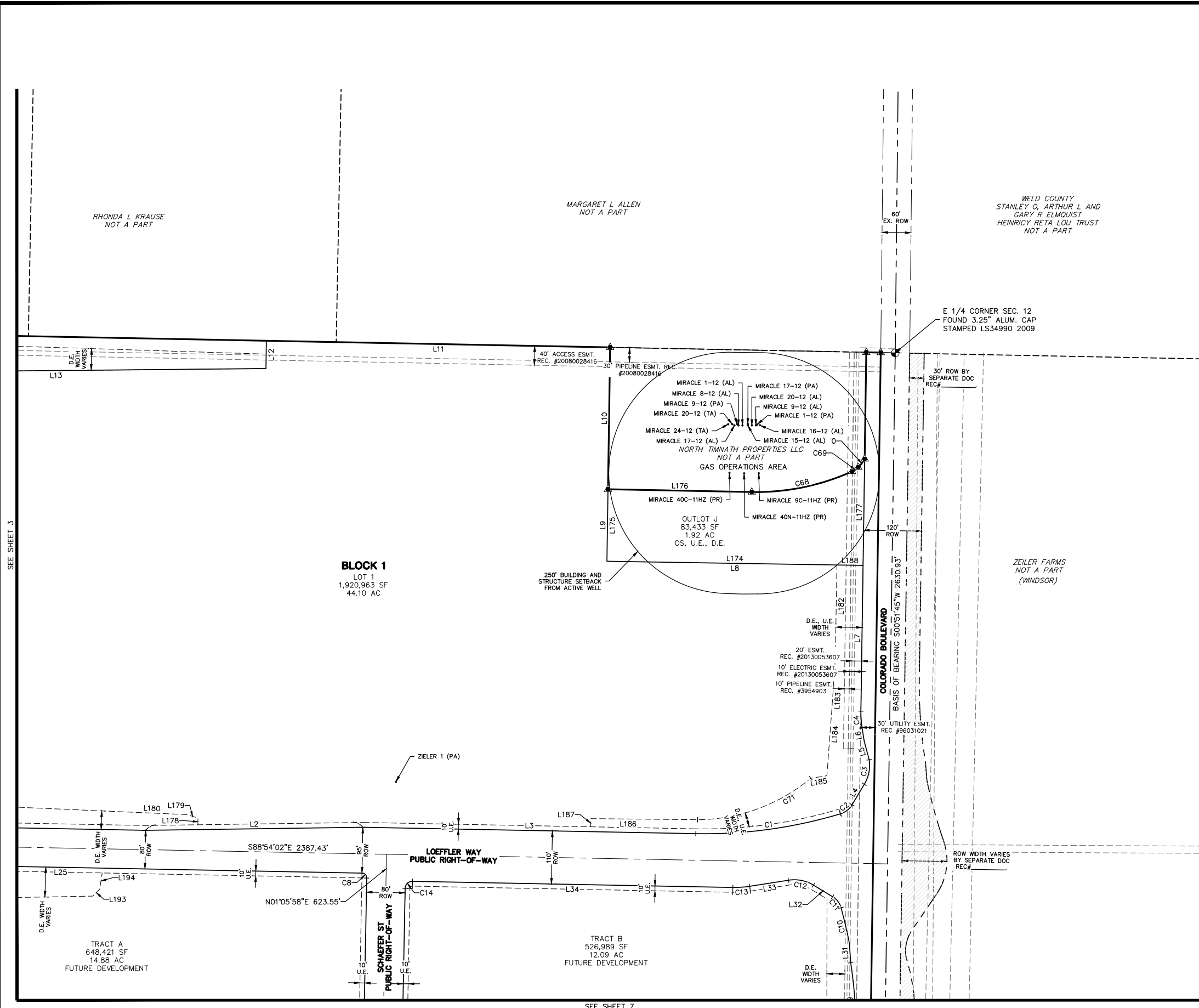
REVISIONS	DESCRIPTION

DATE	BY	DESCRIPTION

DRAWN	CHECKED	DESIGNED	FILENAME
JSL	JFS	JSL	0001_Plat Final

LEGEND

- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND RED PLASTIC CAP LS 34995
- FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
- SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PLAT BOUNDARY
- OS OPEN SPACE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT OF WAY
- EX. EXISTING
- AL ABANDONED LOCATION



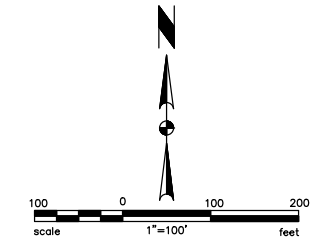
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CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

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SCALE 1" = 100'
DATE MAY 2023
SHEET 4 of 8



CENTERRA EAST DEVELOPMENT INC
NOT A PART
(LOVELAND)

NORTH TIMNATH PROPERTIES LLC
NOT A PART

NORTH TIMNATH PROPERTIES LLC
NOT A PART

NORTH TIMNATH PROPERTIES LLC (0.2420)
J AND J HOLDINGS LLC (0.7580)
NOT A PART



KEY MAP
N.T.S.

REVISIONS	
DATE	DESCRIPTION

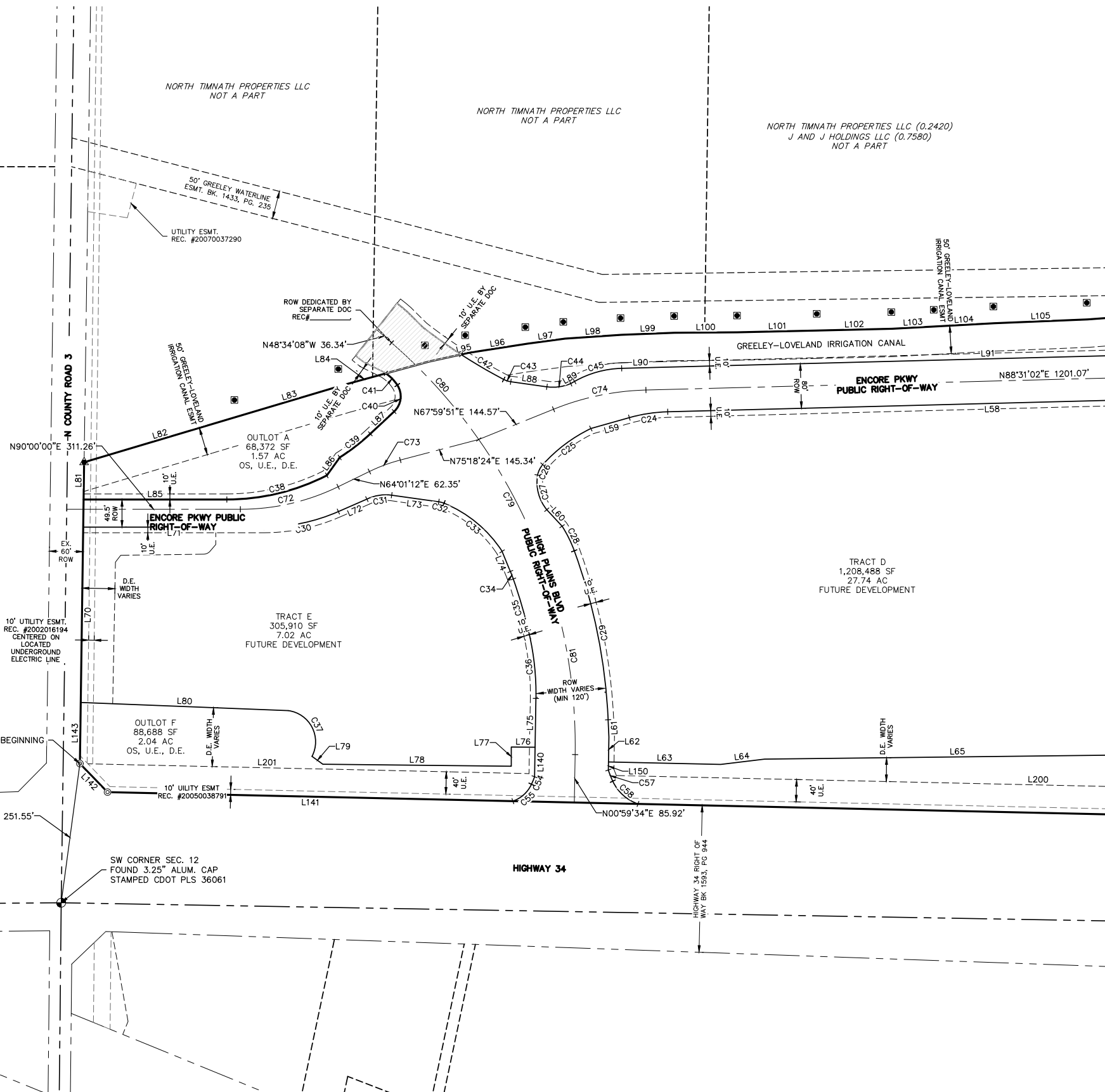
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DESIGNED	JSL
FILENAME	0001_Plat Final

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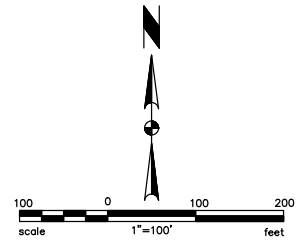
- ⊕ FOUND ALIQUOT CORNER AS DESCRIBED
- ⊙ FOUND RED PLASTIC CAP LS 34995
- ⊙ FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
- ▲ SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348
- PROPOSED LOT LINE
- - - EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING SECTION LINE
- - - EXISTING EASEMENT
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- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT OF WAY
- EX. EXISTING
- AL ABANDONED LOCATION

ENCORE FILING 1

PLAT



SEE SHEET 6



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Colorado 80525
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JOB NO. 1245.0008.00

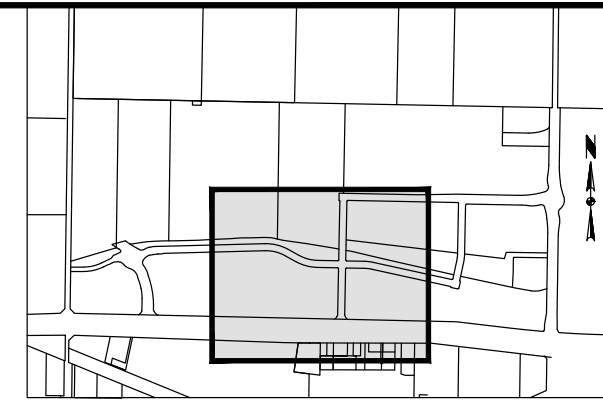
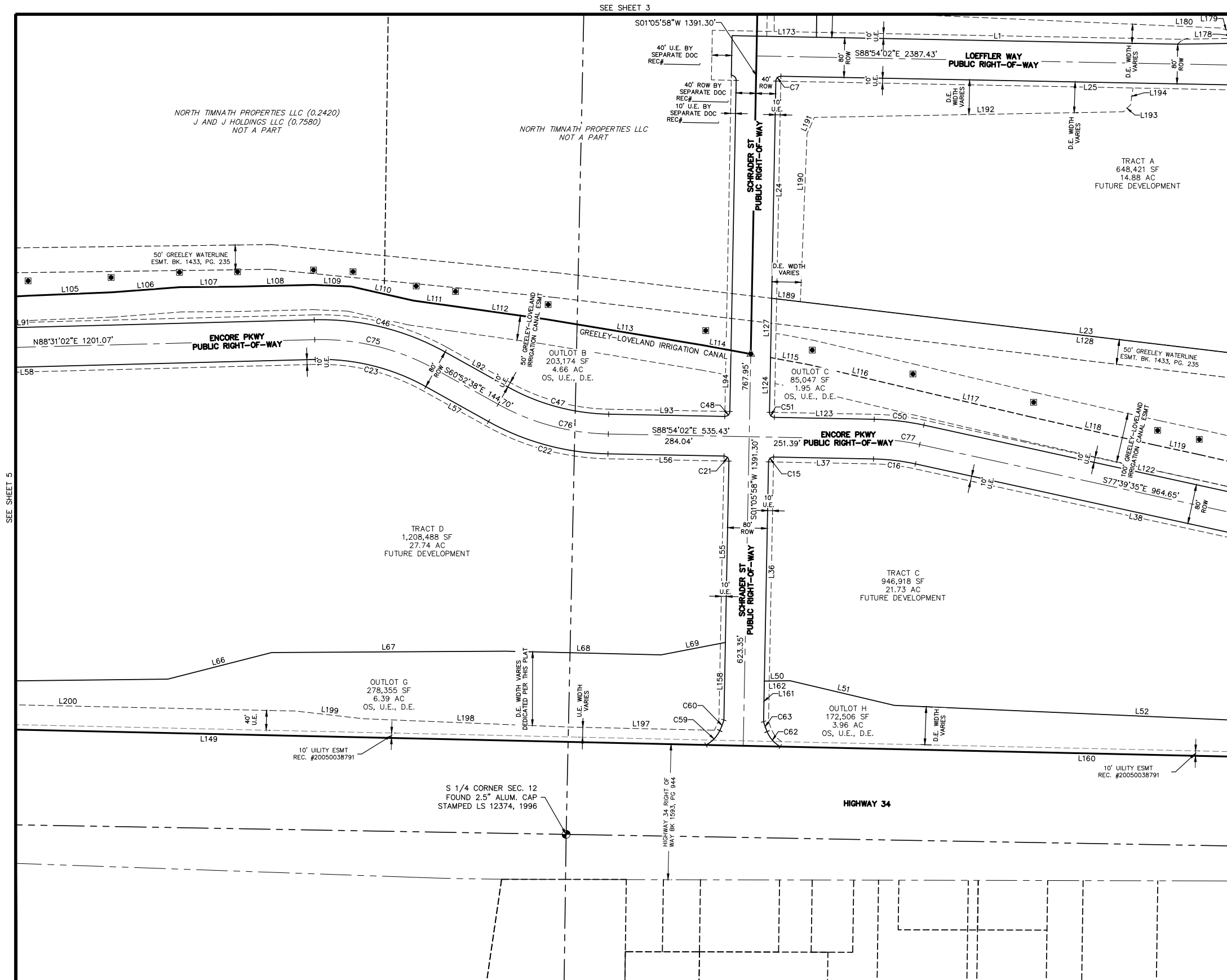
SCALE 1" = 100'

DATE MAY 2023

SHEET

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78



KEY MAP
N.T.S.

LEGEND

- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND RED PLASTIC CAP LS 34995
- FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELEY-LOVELAND IRRIGATION CANAL)
-
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PLAT BOUNDARY
- OS OPEN SPACE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT OF WAY
- EX. EXISTING
- AL ABANDONED LOCATION

REVISIONS	DESCRIPTION

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TST
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JOB NO.
1245.0008.00

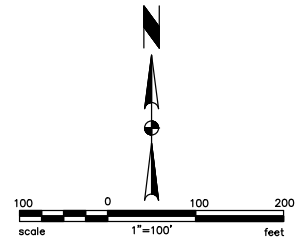
SCALE
1" = 100'

DATE
MAY 2023

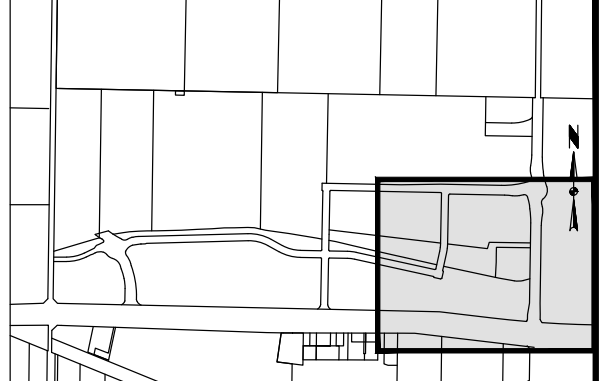
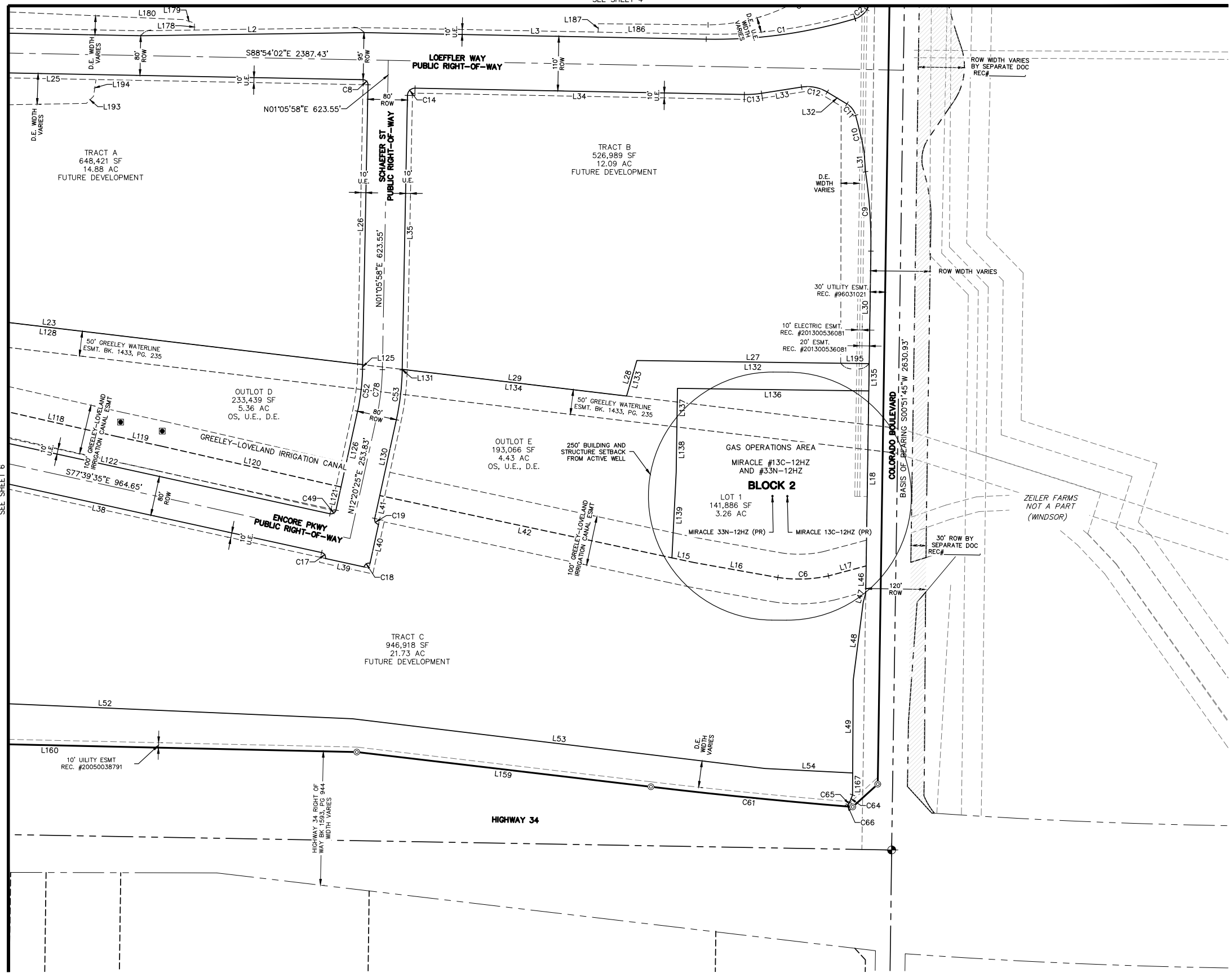
SHEET
6 of 8

SEE SHEET 5

SEE SHEET 7



SEE SHEET 4



LEGEND

- ⊕ FOUND ALIQUOT CORNER AS DESCRIBED
- ⊙ FOUND RED PLASTIC CAP LS 34995
- ⊙ FOUND RED PLASTIC CAP LS 34995 (30' OFFSET OF GREELY-LOVELAND IRRIGATION CANAL)
- ▲ SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348
- PROPOSED LOT LINE
- - - EXISTING LOT LINE
- - - PROPOSED RIGHT-OF-WAY
- - - EXISTING RIGHT-OF-WAY
- - - EXISTING SECTION LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
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- OS OPEN SPACE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ROW RIGHT OF WAY
- EX. EXISTING
- AL ABANDONED LOCATION

REVISIONS	DESCRIPTION

BY	JSL
CHECKED	JFS
DESIGNED	JSL
FILENAME	0001_Plat Final

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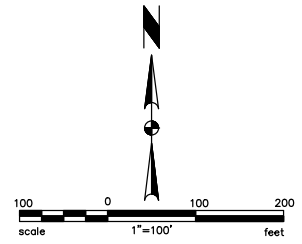
PLAT



TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
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JOB NO. 1245.0008.00
SCALE 1" = 100'
DATE MAY 2023

SHEET 7 of 8



REVISIONS

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CHECKED JFS

DESIGNED JSL

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PLAT



JOB NO. 1245.0008.00

SCALE N.T.S.

DATE MAY 2023

SHEET

LINE TABLE

LINE	LENGTH	DIRECTION
L1	728.58	S88°54'02"E
L2	450.25	N89°11'25"W
L3	690.11	S88°54'02"E
L4	49.47	N30°51'45"E
L5	40.14	N14°50'53"W
L6	27.15	N9°08'15"W
L7	302.04	N0°51'45"E
L8	530.99	N89°04'28"W
L9	149.23	N0°51'44"E
L10	294.00	N0°51'44"E
L11	712.73	N88°54'02"W
L12	57.56	N0°43'35"E
L13	870.17	N89°27'07"E
L14	835.58	N0°35'37"E
L15	45.02	S77°58'00"E
L16	172.16	S79°54'08"E
L17	78.57	N75°07'25"E
L18	352.80	S0°51'45"W
L19	385.77	N89°14'14"W
L20	77.89	S0°51'45"W

LINE TABLE

LINE	LENGTH	DIRECTION
L21	91.29	S0°51'45"W
L22	172.68	S2°50'45"W
L23	1274.99	N83°13'06"W
L24	438.00	N1°05'58"E
L25	1248.72	S88°54'02"E
L26	564.24	S1°05'58"W
L27	468.50	N89°14'18"W
L28	74.48	S16°05'54"W
L29	455.63	N83°13'06"W
L30	226.79	N0°51'45"E
L31	40.35	N4°04'44"W
L32	46.46	N58°54'02"W
L33	81.55	S81°05'58"W
L34	664.10	N88°54'02"W
L35	552.20	S1°05'58"W
L36	442.10	N1°05'58"E
L37	201.39	S88°54'02"E
L38	914.65	S77°39'35"E
L39	80.00	S77°39'35"E
L40	80.00	N12°20'25"E

LINE TABLE

LINE	LENGTH	DIRECTION
L41	47.37	N12°20'25"E
L42	602.37	S77°58'00"E
L46	54.84	S0°51'45"W
L47	18.94	S15°30'26"W
L48	158.40	S7°18'28"W
L49	187.17	S0°21'14"W
L50	52.31	N89°21'51"E
L51	215.52	S76°42'23"E
L52	999.49	S87°30'16"E
L53	837.53	S83°07'35"E
L54	177.06	S87°05'05"E
L55	365.76	N1°05'58"E
L56	234.04	N88°54'02"W
L57	144.70	N60°52'38"W
L58	1163.04	S88°31'02"W
L59	71.73	S74°11'27"W
L60	40.37	S42°52'50"E
L61	31.11	S2°35'31"E
L62	44.60	S0°59'34"W
L63	201.27	S88°45'09"E

LINE TABLE

LINE	LENGTH	DIRECTION
L64	79.36	N83°09'19"E
L65	691.61	N89°20'30"E
L66	216.22	N75°39'43"E
L67	471.81	N89°39'25"E
L68	313.58	S89°38'03"E
L69	131.81	N79°03'29"E
L70	314.26	N0°48'14"E
L71	324.17	N90°00'00"E
L72	55.78	N66°21'33"E
L73	85.26	S82°00'09"E
L74	38.93	S22°12'57"E
L75	87.46	S0°59'34"W
L76	42.66	N89°27'12"W
L77	34.40	S0°00'00"E
L78	337.71	N89°23'56"W
L79	24.01	N54°08'33"W
L80	372.13	N87°45'31"W
L81	66.81	N0°48'14"E
L82	289.84	N73°24'05"E
L83	193.92	N73°25'09"E

LINE TABLE

LINE	LENGTH	DIRECTION
L84	79.96	N74°41'37"E
L85	256.72	N90°00'00"E
L86	39.64	N35°39'48"E
L87	58.34	N46°59'05"E
L88	65.38	S82°00'09"E
L89	7.79	N60°29'08"E
L90	68.49	N88°31'02"E
L91	1175.06	N88°31'02"E
L92	144.70	S60°52'38"E
L93	234.04	S88°54'02"E
L94	123.38	N1°05'58"E
L95	14.43	N77°35'57"E
L96	106.43	N81°10'10"E
L97	67.60	N82°18'45"E
L98	101.34	N86°07'00"E
L99	95.13	N87°49'15"E
L100	112.53	N89°33'51"E
L101	143.08	N88°43'57"E
L102	134.28	N88°39'06"E
L103	76.61	N86°57'18"E

LINE TABLE

LINE	LENGTH	DIRECTION
L104	106.99	N86°51'02"E
L105	167.58	N87°40'54"E
L106	138.01	N85°40'41"E
L107	116.17	N89°30'23"E
L108	152.60	N88°38'30"E
L109	75.86	S87°33'11"E
L110	129.03	S77°14'42"E
L111	81.52	S82°02'01"E
L112	188.05	S81°58'34"E
L113	321.49	S80°36'13"E
L114	57.10	S79°36'13"E
L115	79.19	S79°36'13"E
L116	207.76	S76°39'32"E
L117	250.12	S76°47'46"E
L118	256.48	S77°14'18"E
L119	92.22	S77°48'41"E
L120	370.19	S77°11'47"E
L121	47.54	S12°20'25"W
L122	914.65	N77°39'35"W
L123	201.39	N88°54'02"W

LINE TABLE

LINE	LENGTH	DIRECTION
L124	110.28	N1°05'58"E
L125	9.31	S1°05'58"W
L126	156.29	S12°20'25"W
L127	119.67	N1°05'58"E
L128	1274.99	N83°13'06"W
L130	156.46	N12°20'25"E
L131	1.35	N1°05'58"E
L132	468.50	N89°14'18"W
L133	74.48	S16°05'54"W
L134	455.63	N83°13'06"W
L135	55.00	S0°51'45"W
L136	385.77	N89°14'14"W
L137	77.89	S0°51'45"W
L138	91.29	S0°51'45"W
L139	172.68	S2°50'45"W
L140	52.88	S0°59'34"W
L141	726.76	N88°43'39"W
L142	71.14	N44°04'45"W
L143	109.56	N0°48'14"E
L149	2004.18	N88°43'39"W

LINE TABLE

LINE	LENGTH	DIRECTION
L150	14.44	S0°59'34"W
L158	156.43	N1°05'58"E
L159	597.20	N83°16'09"W
L160	1237.27	N88°43'39"W
L161	81.78	N1°05'58"E
L162	52.31	N89°21'51"E
L167	44.22	S0°21'14"W
L168	1079.32	N88°54'02"W
L169	1018.98	S1°05'58"W
L173	120.14	S88°54'02"E
L174	530.99	N89°04'28"W
L175	149.23	N0°51'44"E
L176	297.99	S88°54'02"E
L177	220.55	N0°51'45"E
L178	14.18	S0°22'46"W
L179	23.49	S72°58'08"E
L180	653.35	S87°30'11"E
L181	165.28	S76°25'20"E
L182	193.10	S0°55'32"W
L183	98.25	S3°55'28"W

LINE TABLE

LINE	LENGTH	DIRECTION
L184	146.03	S4°16'08"W
L185	33.72	S81°21'01"W
L186	221.41	N89°24'23"W
L187	16.96	S1°05'58"W
L188	54.33	S89°04'28"E
L189	58.23	S83°13'06"E
L190	339.02	N2°16'54"E
L191	36.07	N24°19'44"E
L192	623.23	N88°57'20"E
L193	20.26	N44°51'08"E
L194	34.00	N8°20'44"E
L195	57.40	S89°14'18"E
L197	295.33	S88°43'39"E
L198	412.57	S87°41'09"E
L199	137.98	S83°31'47"E
L200	1215.10	S88°43'39"E
L201	790.81	S88°43'39"E

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	977.00'	303.99'	17°49'38"	N82°11'09"E	302.76'
C2	42.00'	31.09'	42°24'35"	N52°04'02"E	30.38'
C3	77.00'	52.79'	39°17'02"	N11°13'14"E	51.77'
C4	202.00'	35.26'	10°00'00"	N4°08'15"W	35.21'
C5	100.00'	155.09'	88°51'30"	N45°01'22"E	140.01'
C6	284.24'	102.70'	20°42'05"	N88°14'26"E	102.14'
C7	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C8	10.00'	15.71'	90°00'00"	S43°54'02"E	14.14'
C9	973.00'	160.44'	9°26'52"	N3°51'46"W	160.26'
C10	976.48'	75.62'	4°26'14"	N13°09'51"W	75.60'
C11	39.00'	29.41'	43°12'37"	N37°17'44"W	28.72'
C12	77.00'	53.76'	40°00'00"	N78°54'02"W	52.67'
C13	200.00'	34.91'	10°00'00"	S86°05'58"W	34.86'
C14	15.00'	23.56'	90°00'00"	S46°05'58"W	21.21'
C15	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C16	435.00'	85.34'	11°14'27"	S83°16'49"E	85.21'
C17	10.00'	15.71'	90°00'00"	S32°39'35"E	14.14'
C18	10.00'	15.71'	90°00'00"	N57°20'25"E	14.14'
C19	10.00'	15.71'	90°00'00"	N32°39'35"W	14.14'
C21	10.00'	15.71'	90°00'00"	N43°54'02"W	14.14'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C22	515.00'	251.89'	28°01'25"	N74°53'20"W	249.38'
C23	435.00'	232.36'	30°36'21"	N76°10'48"W	229.61'
C24	279.00'	69.76'	14°19'35"	S81°21'14"W	69.58'
C25	277.00'	108.51'	22°26'40"	S53°03'09"W	107.82'
C26	39.00'	21.02'	30°52'29"	S26°23'35"W	20.76'
C27	77.00'	66.16'	49°13'44"	S14°47'56"E	64.14'
C28	227.00'	49.26'	12°25'59"	S26°18'22"E	49.16'
C29	1015.00'	309.98'	17°29'52"	S11°20'27"E	308.77'
C30	332.00'	136.99'	23°38'27"	N78°10'47"E	136.02'
C31	77.00'	45.66'	33°58'39"	N81°00'32"E	45.00'
C32	39.00'	9.75'	14°19'24"	S74°50'27"E	9.72'
C33	227.00'	137.28'	34°39'04"	S50°21'13"E	135.20'
C34	223.00'	14.38'	3°41'39"	S21°18'28"E	14.38'
C35	895.00'	103.64'	6°38'05"	S16°08'36"E	103.58'
C36	479.00'	115.53'	13°49'07"	S5°55'00"E	115.25'
C37	56.38'	108.36'	110°07'17"	N27°27'57"W	92.43'
C38	393.50'	186.03'	27°05'13"	N76°27'24"E	184.30'
C39	377.00'	69.51'	10°33'53"	N52°16'01"E	69.42'
C40	37.00'	51.91'	80°23'07"	N6°47'32"E	47.76'
C41	77.00'	29.54'	21°58'39"	N44°23'21"W	29.35'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C42	977.00'	88.50'	5°11'24"	S59°38'45"E	88.47'
C43	39.00'	13.45'	19°45'42"	S72°07'18"E	13.38'
C44	79.00'	43.69'	31°41'12"	N82°09'15"E	43.14'
C45	181.00'	88.55'	28°01'54"	N74°30'05"E	87.67'
C46	515.00'	275.10'	30°36'21"	S76°10'48"E	271.84'
C47	435.00'	212.76'	28°01'25"	S74°53'20"E	210.65'
C48	10.00'	15.71'	90°00'00"	N46°05'58"E	14.14'
C49	10.00'	15.71'	90°00'00"	S57°20'25"W	14.14'
C50	515.00'	101.04'	11°14'27"	N83°16'49"W	100.88'
C51	10.00'	15.71'	90°00'00"	N43°54'02"W	14.14'
C52	435.00'	85.34'	11°14'27"	S6°43'11"W	85.21'
C53	515.00'	101.04'	11°14'27"	N6°43'11"E	100.88'
C54	187.50'	14.64'	4°28'27"	S22°29'43"W	14.64'
C55	57.50'	46.15'	45°59'10"	S47°43'31"W	44.92'
C57	187.50'	21.52'	6°34'35"	S21°33'39"E	21.51'
C58	77.50'	62.60'	46°16'51"	S47°59'22"E	60.91'
C59	61.56'	40.93'	38°05'44"	N43°47'18"E	40.18'



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM: Public Hearing for Encore Filing 1 - Preliminary/Final Subdivision Plat

DESCRIPTION: Proposed Subdivision of approximately 189 acres into large lots and tracts

LOCATION: Northwest corner of Highway 34 and Colorado Blvd.

APPLICANT: Roy Bade, Encore HoldCo, LLC / Russ Lee, Ripley Design (representative)

STAFF: Kim Meyer, Director

HEARING DATE: May 24, 2023

ATTACHMENTS

1. Vicinity Map
2. Proposed Subdivision Plat
3. Encore ODP (Approved 2021)
4. Arterial Road Striping & Configurations

PROEJCT SUMMARY

Encore Filing 1 is a 189-acre subdivision creating large lots and tracts for development and future resubdivision as more detail is known about future users.

SITE LOCATION

This project is located between High Plains Blvd (Larimer CR 3) to the west and Colorado Boulevard to the east, with Highway 34 to the south and extends approximately ¼ to ½ mile north of US 34 (Attachment 1).

PROPERTY BACKGROUND & CONTEXT

Annexed: Miracle on 34 in 2006

Zoned: 2006 PUD-MU (Mixed Use) – Miracle ODP
2021 Amended ODP – Encore ODP & Design Guidelines (Attachment 3)

Adjacent Zoning & Land Use:

North Johnstown PUD-MU – undeveloped
Larimer County RR2 (Rural Residential) - SF subdivision

East Windsor – LI (Light Industrial) / currently Ag uses

South Johnstown – Iron Horse PUD & Larimer County RR-2 & CC (Commercial Corridor)

West Loveland – Centerra/Kinston residential
Larimer County – Ag with rural residence

Historical Site Use: Undev / Agriculture

Floodplain: X (outside the 0.2%/500-yr floodplain)
Oil & Gas: Multiple P&A wells and 2 OG facilities, creating separate lots with plat
Wireless facilities: None known
Irrigation Ditches: Greeley Loveland Irrigation Canal – bisects property east to west
Other: 2 City of Greeley water lines bisect, north of ditch

HEARING HISTORY

This project was originally scheduled for a hearing in September of 2022, and was requested to be removed from the agenda by the Applicants pending resolution of a concern by one of the property owners. Additional revisions to the plan and plat have proceeded, with removal of a portion of the original property from the plat area.

PUBLIC NOTICE / NEIGHBORHOOD OUTREACH

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a brief description of the project. Courtesy notices were mailed to owners within 500 feet of the parcel.

No neighborhood meeting was required by staff as no specific uses or site development is proposed with this subdivision. A neighborhood meeting was held with the ODP review in 2021.

No public comments have been received by Staff as of the date of publication of this report.

PROJECT DESCRIPTION & STAFF ANALYSIS

The Applicant, Encore HoldCo, LLC, is requesting a combined Preliminary/Final approval for a Subdivision Plat for 189 acres. Approval of this plat would create several large tracts for future subdivision ranging from 7 – 27 acres in size, along with two lots for existing gas operations located on or adjacent to the site and one 44.1-acre lot that could be developed without replatting, once infrastructure is in place. There are also multiple outlots that will be utilized for commonly-owned landscape buffers and stormwater detention.

This plat also includes dedication of the necessary rights-of-way to the Town and CDOT for the realignment of High Plains Blvd. (LCR 3), expansion of Colorado Blvd. and all other required rights-of-way for the main circulation paths. The engineering plans and documents that accompany this subdivision application will ensure construction of utilities and stormwater facilities for the site, and significant transportation improvements along High Plains Blvd., US 34, and Colorado Blvd. in compliance with Town codes and standards. Transportation connections are also stubbed/planned to adjacent properties to enable future development.

Colorado Blvd would be widened to a 4-lane arterial along the eastern frontage of the property, with a double-lane roundabout proposed at the northern access into the site; and widened at US 34 to accommodate free-movement right turns to/from Colorado Blvd., southbound double lefts, and bike lane striping. Attachment 4 provides a high-level overview of the Colorado and High Plains Blvd configurations.

The ultimate realignment of High Plains Boulevard is anticipated to involve multiple owners and jurisdictions, and is intended to realign and signalize that US 34 intersection to the east, with the intent of avoiding traffic stopped across the RR tracks that exist in close proximity to the west. Encore will create the northern leg of that infrastructure project, including a roundabout to facilitate smooth traffic movements. US 34 highway improvements will also include accel and decel lanes for all intersections, and a re-aligned access that would provide a right-in/right-out (RIRO) access to the north into Encore.

Realignment of High Plains Blvd also requires ensuring ongoing access to a county resident to the west, who pulls access from "LCR 3" as currently configured. Final engineering/street plans will ensure continued access.

Town Staff has requested some minor revisions to the plat prior to proceeding to Council for hearing, and is continuing to review the technical reports, traffic analyses, and construction drawings. Highway 34 plans are likely to be a separate plan package as they also will be reviewed by CDOT. Final approval of plans and agreements with Greeley and the ditch are also needed related to the large easements and encumbrances on the site. The Town will continue to facilitate conversations with adjacent jurisdictions. These pieces will be required to be complete and will be incorporated into final plans and/or agreements as development obligations. Staff feels this Subdivision is at an appropriate design stage to gain approvals.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

Based on the application received, associated submittal materials, and preceding analysis, the Planning & Zoning Commission finds that following:

1. The proposed subdivision is in alignment with and furthers the goals and intents stated within the Johnstown Area Comprehensive Plan as an area slated for High and Medium Intensity/Density development.
2. The proposed Subdivision is consistent with the approved Encore Outline Development Plan.
3. The proposed project is in substantial compliance with the Town's codes, regulations, and requirements.
4. The proposed Subdivision will allow a flexible market-based approach to future development of this large acreage into a wide mix of urban-level uses and users, while providing adequate infrastructure to support that development.

Recommended Motions

To Approve:

I move that the Planning & Zoning Commission recommend Approval of the Preliminary/Final Subdivision for Encore Filing 1.

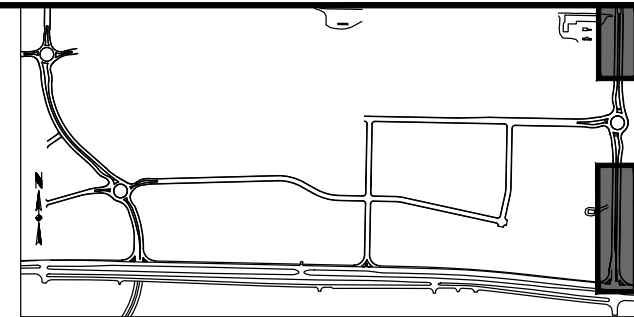
To Deny:

I move that the Planning & Zoning Commission recommend Denial of the Encore Filing 1 Preliminary/Final Subdivision to the Town Council with the following findings:

The Community That Cares

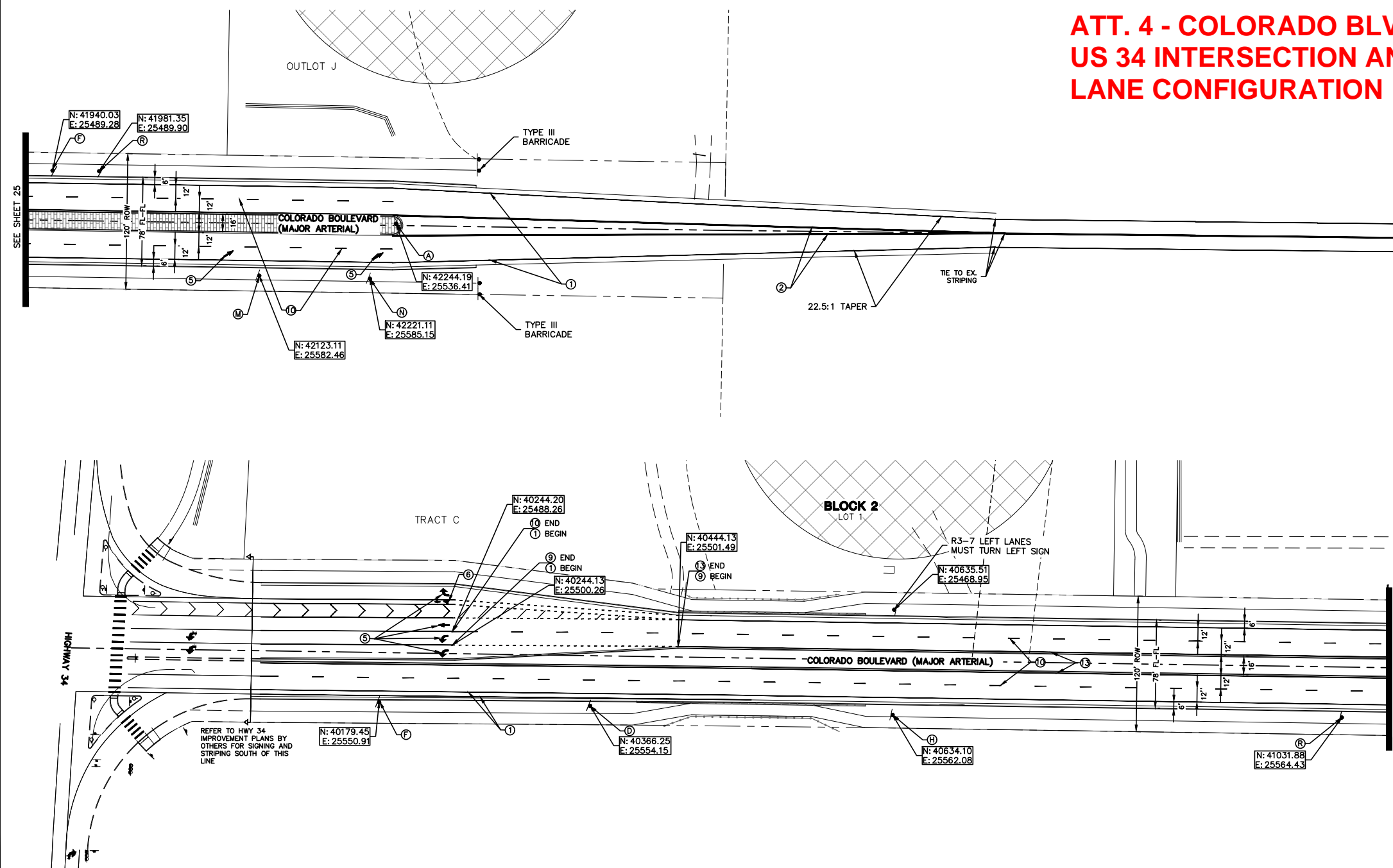
www.johnstown.colorado.gov

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



KEY MAP
N.T.S.

ATT. 4 - COLORADO BLVD @ US 34 INTERSECTION AND LANE CONFIGURATION



STRIPING LEGEND

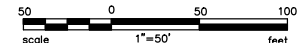
- ① 4" SOLID WHITE SHOULDER LINE/LANE LINE/BIKE LANE LINE
- ② 4" SOLID DOUBLE YELLOW CENTER LINE
- ③ 8" SOLID WHITE TURN LANE/CHANNELIZING LINE
- ④ 8" DOTTED WHITE TURN LANE DELINEATION/EXTENSION LINE (3' SOLID, 9' GAP)
- ⑤ PRE-FORMED THERMO-PLASTIC MARKINGS
- ⑥ PRE-FORMED THERMO-PLASTIC BIKE LANE MARKINGS
- ⑦ 18" WIDE STOP BAR
- ⑧ 4" DOUBLE YELLOW CENTER LINE (OUTSIDE SOLID, INSIDE DASHED; 10' SOLID, 30' GAP)
- ⑨ 4" DASHED WHITE BIKE LANE LINE
- ⑩ 4" DOTTED WHITE LANE LINE
- ⑪ PRE-FORMED THERMO-PLASTIC CONTINENTAL BARS (12" WIDE, LENGTH VARIES)
- ⑫ PRE-FORMED THERMO-PLASTIC YIELD SHARK TEETH
- ⑬ 4" SOLID YELLOW LINE

SIGNING LEGEND

- A INSTALL 4" PVC SLEEVE 2 FEET BACK FROM NOSE OF MEDIAN TO ENCASE R4-7 KEEP RIGHT SIGN 24"x30" AND OM-3(L) OBJECT MARKER SIGN 12"x36"
- B R3-8 36"x36" ADVANCED INTERSECTION LANE CONTROL SIGN WITH "25 MPH" SPEED SIGN W13-1
- C D1-5 DESTINATION SIGN 48"x96"
- D W3-2A YIELD AHEAD SIGN 36"x36" WITH SUPPLEMENTAL "YIELD AT ROUNDABOUT" PLAQUE 12"x24" (BLACK LEGEND ON YELLOW BACKGROUND)
- E D11-1 BIKE ROUTE WITH M6-2 DIAGONAL ARROW PLAQUE
- F R2-1 SPEED LIMIT SIGN
- G R1-2 YIELD SIGN 36"x36"x36"
- H R6-4A ROUNDABOUT DIRECTIONAL SIGN
- I W11-2 PEDESTRIAN WARNING SIGN AND W16-7P DIAGONAL ARROW PLAQUE
- J D1-1 STREET NAME SIGN 60"x12" (1 SIGN PER EXIT)
- K R3-17 BIKE LANE SIGN
- L R3-17 BIKE LANE SIGN WITH R3-17B "ENDS" SIGN
- M W4-2 LANE ENDS SIGN
- N W9-1 RIGHT LANE ENDS SIGN
- O R1-1 "STOP" SIGN & D3 STREET NAME SIGN
- P W8-3 PAVEMENT ENDS SIGN
- Q W11-2 PEDESTRIAN CROSSING SIGN WITH W16-7P DOWNWARD ARROW PLAQUE
- R W2-6 CIRCULAR INTERSECTION WARNING SIGN
- S W1-6L/W1-6R ONE DIRECTION LARGE LEFT OR RIGHT ARROW SIGN
- T W1-1L/W1-1R LEFT OR RIGHT TURN WARNING SIGN

NOTES:

1. ALL CROSSWALK STRIPING SHALL BE PREFORMED THERMOPLASTIC. REFER TO TOWN OF JOHNSTOWN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS - DIVISION I STREETS FOR ADDITIONAL REQUIREMENTS.
2. ALL SIGNAGE AND STRIPING SHALL CONFORM TO THE TOWN OF JOHNSTOWN AND M.U.T.C.D. STANDARDS AND SPECIFICATIONS.



REVISIONS	DESCRIPTION	DATE	BY

DRAWN: EKO
CHECKED: JFS
DESIGNED: EKO
FILENAME: 0001_Signage & Striping

ENCORE MAJOR INFRASTRUCTURE FILING 1

SIGNAGE AND STRIPING



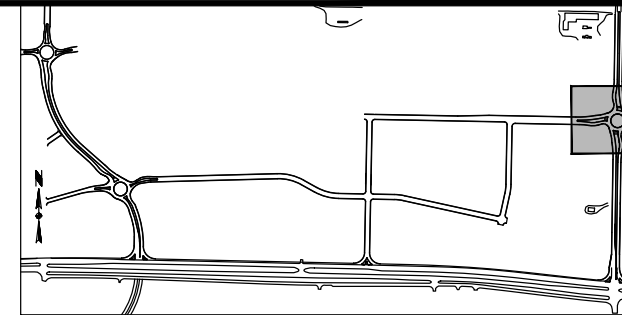
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1245.0008.00

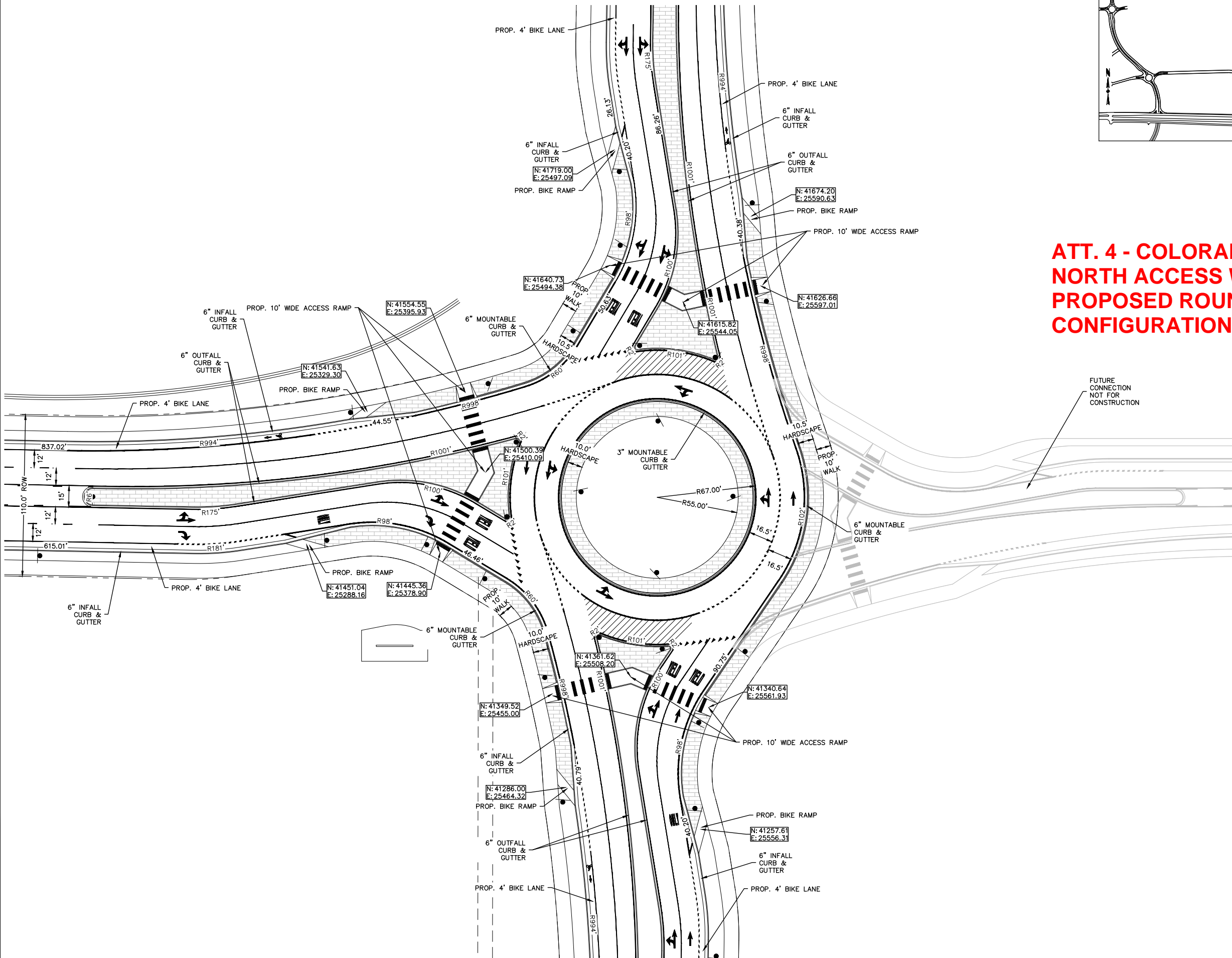
SCALE 1" = 50'

DATE MAY 2023

SHEET



KEY MAP
N.T.S.



NOTES

1. ALL RADII LABELS ARE FOR FLOWLINE GEOMETRY.

**ATT. 4 - COLORADO BLVD @
NORTH ACCESS WITH
PROPOSED ROUNDABOUT
CONFIGURATION**

FUTURE CONNECTION
NOT FOR
CONSTRUCTION

REVISIONS	DESCRIPTION

DATE	
BY	
DRAWN	JRN
CHECKED	JFS
DESIGNED	JAZ
FILENAME	0001_Roundabout_HCP



ENCORE MAJOR INFRASTRUCTURE FILING 1

ROUNDABOUT HORIZONTAL CONTROL PLAN



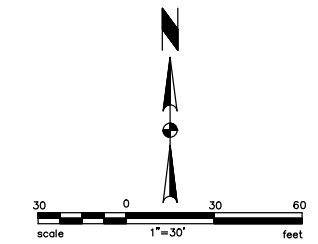
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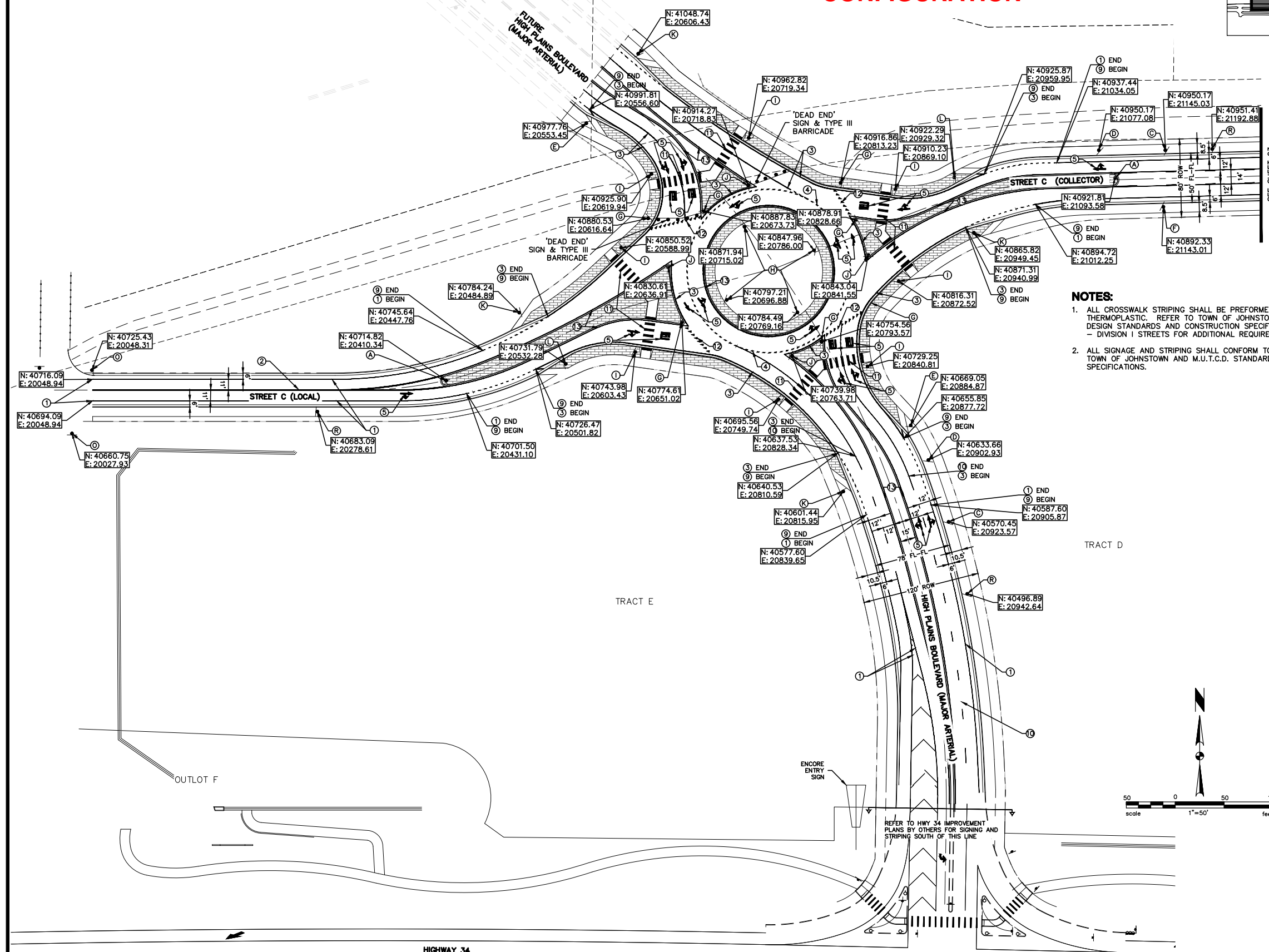
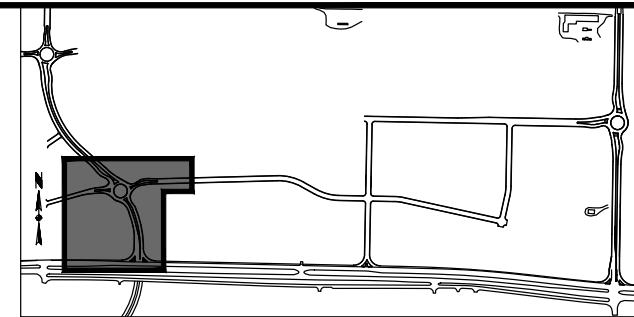
SCALE 1" = 30'

DATE MAY 2023

SHEET 102 of 164



ATT. 4 - HIGH PLAINS BLVD @ US 34 INTERSECTION AND ROUNDABOUT / LANE CONFIGURATION



KEY MAP

STRIPING LEGEND

- ① 4" SOLID WHITE SHOULDER LINE/LANE LINE/BIKE LANE LINE
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REVISIONS	DESCRIPTION
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BY	
DRAWN	EKO
CHECKED	JFS
DESIGNED	EKO
FILENAME	0001_Signage & Striping
ENCORE MAJOR INFRASTRUCTURE FILING 1 SIGNAGE AND STRIPING	
TST, INC. CONSULTING ENGINEERS 748 Whalers Way Suite 200 Fort Collins Colorado 80525 Phone: 970.226.0557	
JOB NO.	1245.0008.00
SCALE	1" = 50'
DATE	MAY 2023
SHEET	22 of 164



5670 GREENWOOD PLAZA BLVD, SUITE 100W
GREENWOOD VILLAGE, COLORADO 80111



ENCORE MASTER TRAFFIC STUDY

JOHNSTOWN, CO

MAY 30, 2023

PROJECT# CO-2866-2012

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Introduction and Executive Summary

PURPOSE OF REPORT AND STUDY OBJECTIVES

The purpose of this Traffic Impact Analysis (TIA) is to identify the traffic impacts for the proposed development located in Johnstown, Colorado. The analysis objectives are as follows: Collaborate with Johnstown Planning to get the changes to the ACP and Approvals, define study intersections, estimate trip generation and distribution for the site before and after development, analyze AM and PM peak hour traffic conditions with and without project traffic in 2041, recommend improvements to mitigate traffic impacts if necessary.

EXISTING LAND USE & STUDY BOUNDARIES

Site Location and Study Area – The Encore at Johnstown development site is located on the northside of US-34 between County Road 3 (High Plains Blvd) and Larimer County Road 1 (Colorado Blvd) (see **Figure 1**). The development is across the street from Ron Grob Co., and Precision Machine Shop. Other major roads near the site include Poplar Street and Kelim Frontage Road.

This study will address the following intersections near the study area.

- US-34 & Colorado Blvd
- US-34 & Project Access
- US-34 & High Plains Blvd

Proposed Development Use – The development will consist of approximately 200,000 sq. ft. of retail space, 464 single-family units, 941 multifamily units, a high school, and 377,000 sq. ft. of general light industrial.

Surrounding Land Use – The existing and proposed land uses in the vicinity of the development site are residential and service businesses.

Assumptions – The study assumptions were developed from the PEL study and input from CDOT staff. The following base assumptions will be used throughout the study:

- Lane configuration
 - 2025 scenario – Existing Lane geometry
 - 2033 scenario – 6 lanes with no interchanges
 - 2041 scenario – 6 lanes with no interchanges
- RIRO removed when interchanges are installed.

CONCLUSIONS AND RECOMMENDATIONS

1. Existing Conditions: - All study intersections operate at an unacceptable LOS. The study intersection with the highest delay is High Plains Blvd and Highway 34 with LOS F and a delay of 159.0 sec/veh in the PM.

Recommended Mitigations

- Intersection Highway 34 & Colorado Blvd
 - Modify southbound lane geometry.
 - Shared left-thru with a right to left with shared thru-right.
- Intersection Highway 34 & High Plains Blvd (old intersection location)
 - CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands. No recommended mitigations currently
 - CDOT recommends construction High Plains Blvd intersection in the location of the future High Plains Blvd interchange.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with LOS D and a delay of 50.3 seconds in the AM.

2. 2025 Background Conditions: - Using the CDOT OTIS site and the US34 Planning and Environmental Linkage (PEL) Study, a growth factor of 1.13 was used for Highway 34 and 1.12 for the other roads in the study area. All study intersections operate at an unacceptable LOS. The intersection with the highest delay is intersection Highway 34 & High Plains Blvd with a LOS F and a delay of 191.2 sec/veh in the AM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add westbound thru lane to have a total of 3 lanes at the intersection.
 - Add eastbound thru lane to have a total of 3 lanes at the intersection.
- Intersection Highway 34 & High Plains Blvd (old intersection location)
 - CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands. No recommended mitigations currently
 - CDOT recommends construction of the High Plains Blvd intersection in the location of the future High Plains Blvd interchange.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with LOS B and a delay of 19.1 sec/veh in the AM.

3. Site development- The proposed development will be completed in three phases. The project phases are estimated to generate the following number of trips.
 - Phase One (2025) – 4,375 new external daily trips with 679 during the AM peak and 394 during the PM peak.
 - Phase Two (2033) – 12,901 new external daily trips with 1,318 during the AM peak and 1,217 during the PM peak.

- Phase Three (2041) – 19,451 new external daily trips with 1,542 during the AM peak and 1,842 during the PM peak.

4. 2025 plus Project Conditions: - All study intersections function at an acceptable LOS except for intersections Highway 34 & Colorado Blvd, Highway 34 & High Plains Blvd (old intersection), and Highway 34 & High Plains Blvd (new intersection). The intersection with the highest delay is Highway 34 & High Plains Blvd (old intersection) with LOS F and a delay of 189.6 sec/veh in the PM. All other study intersections function at acceptable LOS. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Modify lane geometry to two (2) northbound lanes north of Highway 34.
- Intersection Highway 34 & High Plains Blvd (new intersection)
 - CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands.
 - CDOT recommends construction of High Plains Blvd intersection in the location of the future High Plain Blvd interchange.
 - Add eastbound thru lane to have a total of 3 lanes. The third lane will be an acceleration/deceleration lane in 2025.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with LOS C and a delay of 29.0 seconds in the AM.

New Auxiliary lanes – Horrocks completed analysis to determine if auxiliary lanes are required per the Colorado’s State Highway Access Code.

- Intersection Highway 34 & Project Access
 - Deceleration lane on Highway 34 for westbound right-turn
 - Acceleration lane on Highway 34 for southbound right-turn

5. 2033 Background Conditions: - Using the CDOT OTIS site and the PEL study, a growth factor of 1.27 for Highway 34 and 1.24 for other study area roads was used to project 2021 traffic volumes to 2033. All study intersections operate at an acceptable LOS. The study intersection with the highest delay is Highway 34 & Colorado Blvd with LOS D and a delay of 43.4 sec/veh in the AM. This scenario includes all previous mitigations.

6. 2033 Background plus Project Conditions: – All intersections function at an acceptable LOS except study intersections, Highway 34 & Colorado Blvd with LOS F and a delay of 90.6 sec/veh in the AM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add second eastbound left-turn lane.
 - Add second southbound left-turn lane.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with a delay of 37.8 sec/veh in the PM.

New Auxiliary lanes – Horrocks completed analysis to determine if auxiliary lanes are required per the Colorado’s State Highway Access Code.

- Intersection Highway 34 & High Plains Blvd
 - Acceleration lane on Highway 34 for northbound right-turn (to be implemented when the southern portion of High Plains Blvd is relocated to the new intersection location).
 - Acceleration lane on Highway 34 for southbound right-turn.
 - Deceleration lane on Highway 34 for westbound right-turn.
7. 2041 Background Condition: - Using the CDOT OTIS site and the US34 Planning and Environmental Linkage (PEL) Study, a growth factor of 1.61 was used for Highway 34 and 1.55 for the other roads in the study area. All study intersections operate at an unacceptable LOS. The intersection with the highest delay is Highway 34 & Colorado Blvd, with a LOS F and a delay of 123.1 sec/veh in the AM. All other study intersections function at acceptable LOS. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Install interchange.
- Intersection Highway 34 & High Plains Blvd
 - Install interchange.

Recommended Outside Base Assumptions Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add eastbound thru lane to have a total of 4 lanes at the intersection.
 - Add westbound thru lane to have a total of 4 lanes at the intersection.
- Intersection Highway 34 & High Plains Blvd
 - Add eastbound thru lane to have a total of 4 lanes at the intersection.

The outside base assumptions mitigated analysis shows acceptable LOS, the intersection with the highest delay is Highway 34 & High Plains Blvd (new intersection) with LOS C and a delay of 25.7 seconds in the PM.

8. 2041 Background plus Project Conditions: – All intersections function at an acceptable LOS except study intersections Highway 34 & Colorado Blvd, and Highway 34 & High Plains Blvd (new intersection). The intersection with the highest delay is Highway 34 & High Plains Blvd with LOS F and a delay of 193.8 sec/veh in the PM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Install interchanges.
- Intersection Highway 34 & Project Access (RIRO)
 - Install interchanges.

Recommended Outside Base Assumptions Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add westbound thru lanes to have a total of 5 lanes.
 - Add eastbound thru lane to have a total of 4 lanes.
- Intersection Highway 34 & High Plains Blvd (new intersection)
 - Add two westbound thru lanes to have a total of 5 lanes.
 - Add eastbound thru lane to have a total of 4 lanes.

The outside base assumptions mitigated analysis shows acceptable LOS, the intersection with the highest delay is Highway 34 & High Plains Blvd with LOS C and a delay of 32.9 sec/veh in the AM.

9. **Safety History** – There was a total of 367 crashes on Highway 34 between mile markers 97 and 100 from 2015 and 2020. The types of crashes are as follows:

- Four Fatal crashes
- 120 Serious/injury crashes
- 243 Property damage only crashes

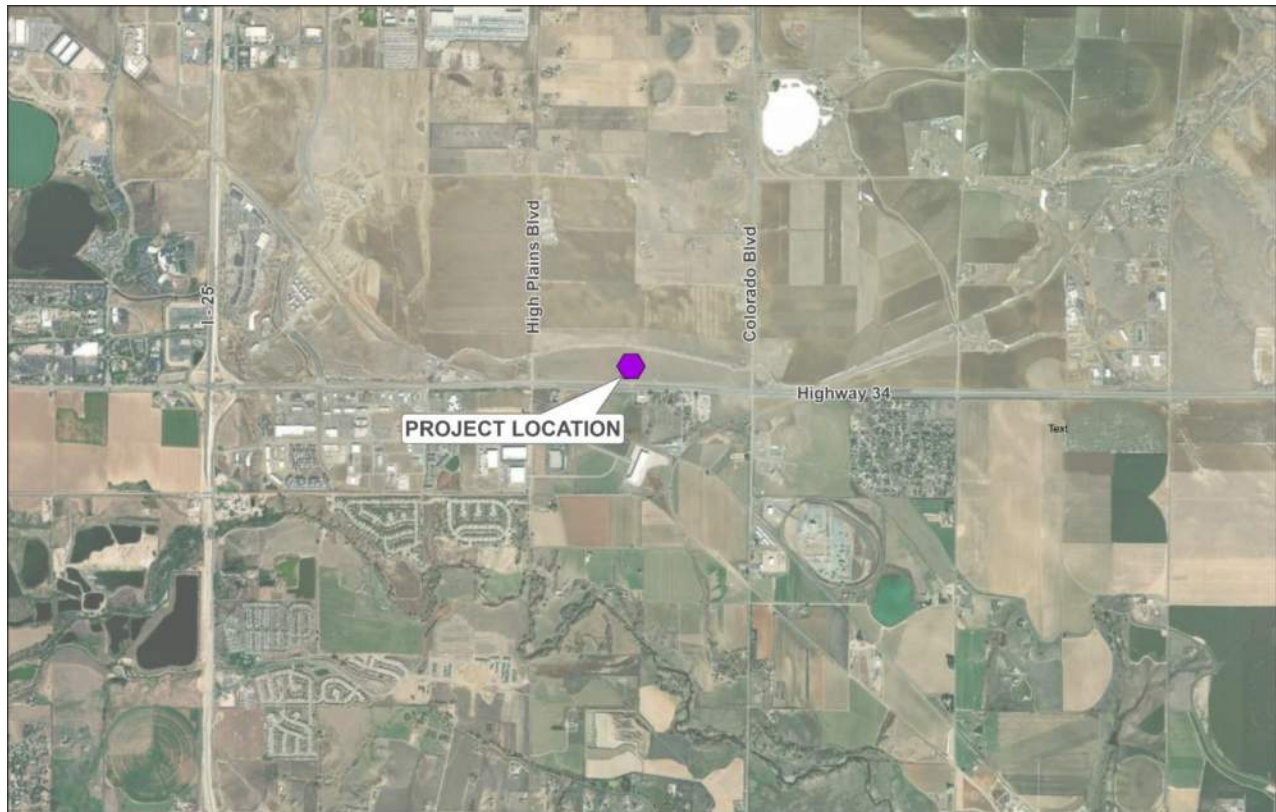
The installation of a signal will increase rear-end crashes but decrease angle crashes. In the urban scenario, there's no statistical significance that overall, the number of crashes will change. However, in a rural setting there is confidence that total crashes will decrease approximately 44%.

Proposed Development

SITE LOCATION

The site for the Encore at Johnstown development is located on the north side of US-34 in between High Plains Blvd and Colorado Blvd (see **Figure 1**).

Figure 1: Project Location



SITE PLAN AND PREFERRED ACCESS

The site will have four accesses, one on Highway 34, two on High Plains Blvd, and two on Colorado Blvd. The Highway 34 & Project Access is a right in/right out access intersection, the other accesses are roundabouts, as shown in **Figure 2**.

Figure 2: Site Plan



Study Area Conditions

STUDY AREA

The major streets potentially impacted by the Encore development are Highway 34, High Plains Blvd, and Colorado Blvd. The functional classification map, seen in **Figure 3**, shows the functional classification of roadways and stop-control devices of the intersections surrounding the project area. The speed limits listed in the description are the currently posted speed limits.

Highway 34: An east/west running road classified as a principal arterial (State Highway Code – NR-A) with a speed limit of 65 mph, this Principal arterial is a four-lane roadway with two dedicated thru lanes for each direction separated by a median.

County Road 3 (High Plains Blvd): A north/south running road classified as a major arterial (State Highway Code – NR-B) with a speed limit of 50 mph, this major arterial is a two-lane roadway with a single dedicated thru lane for each direction separated by a double yellow line.

County Road 1 (Colorado Blvd): north/south running road classified as a major arterial (State Highway Code – NR-B) with a speed limit of 50 mph, this major arterial is a two-lane roadway with a single dedicated thru lane for each direction separated by a double yellow line.

Figure 3: Roadway Classification Map



Project Traffic Volumes

Project traffic volumes were estimated and distributed using the industry-standard trip generation literature and using existing traffic counts and engineering judgment to distribute project traffic to the existing road network.

TRIP GENERATION

The trip generation was estimated using the *ITE Trip Generation Manual 10th Edition*. The following land use was used:

- *Single-Family Detached Housing (ITE 210)* – Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.
- *Multifamily Housing (Mid-Rise) (ITE 221)* – Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have three and 10 levels (floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing high-rise (land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st floor commercial (Land Use 231) are related land uses.
- *High School (ITE 530)* – A high school serves students who have completed middle or junior high school. Both public and private schools are included in this land use. Elementary school (Land Use 520), middle school/junior high school (Land Use 522), private school (K-8) (Land Use 534), private school (K-12) (Land Use 536), and charter elementary school (Land Use 537) are related uses.
- *Shopping Center (ITE 820)* – A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.
- *General Light Industrial (ITE 110)* – A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include painting material testing and assembly of data processing equipment. Industrial Park (Land Use 130) and manufacturing (Land Use 140) are related uses.

Based on the ITE methodology, the development within the study area is estimated to generate approximately 19,451 new external trips, with 1,542 trips and 1,842 trips occurring during the AM peak and PM peak hours, respectively. Copies of the ITE Trip Generation 10th Edition land use descriptions and rates used in this project are in the [APPENDIX](#).

BASE ASSUMPTIONS FOR US-34

The study assumptions were developed from the PEL study and input from CDOT staff. The following base assumptions will be used throughout the study:

- Lane configuration
 - 2025 scenario – Existing Lane geometry
 - 2033 scenario – 6 lanes with no interchanges
 - 2041 scenario – 6 lanes with no interchanges
- RIRO removed when interchanges are installed.
- As the project continues to develop and signal improvements are needed, the developer will coordinate with CDOT and the City on signal coordination and signal maintenance responsibilities.

PROJECT PHASING

The project will be divided into three phases, 2025, 2033, and 2041, every phase will include a combination of the land uses explained in the previous section. The following is the amount of development to be completed for each scenario:

- 2025 Scenario
 - 285 multifamily homes
 - 800 student high school
 - Approximately 15,000 Sq. Ft. of retail/mixed use space
 - Approximately 200,000 Sq. Ft. of general light industrial

See **Figure 5** for development locations and **Table 1** for the summary of calculated trip generation for the 2025 phase of the project.

- 2033 Scenario
 - 464 single family homes
 - 656 multifamily homes
 - Approximately 23,000 Sq. Ft. of retail/mixed use space
 - Approximately 66,000 Sq. Ft. of general light industrial

See **Figure 6** for development locations and **Table 2** for the summary of calculated trip generation for the 2033 phase of the project.

- 2041 Scenario
 - Approximately 162,000 Sq. Ft. of retail/mixed use space
 - Approximately 111,000 Sq. Ft. of general light industrial

See **Figure 7** for development locations and **Table 3** for the summary of calculated trip generation for the 2041 phase of the project.

HIGHWAY 34

In the Johnstown Transportation Master Plan (TMP). Highway 34 will have a significant increase in traffic volume in the future. These future forecasted volumes will exceed the roadway capacity as designed in Johnstown TMP. For this study, the designation of Highway 34 is an expressway; it will have six thru lanes with auxiliary lanes at intersections as cited in the Johnstown TMP. For this study, Horrocks will analyze Highway 34 as a principal arterial in all scenarios. The PEL study recommends a planned future interchange east of the existing Highway 34 & High Plains Blvd intersection to accommodate the forecasted volumes. The developer will construct the northern section of the intersection at the location of the future highway interchange when building the project, as shown in **Figure 14**.

RECOMMENDED NUMBER OF TRAVEL LANES ON-SITE

Horrocks reviewed the total daily traffic based in the trip generation and trip distribution used in this report to determine the recommended number of travel lanes for the interior roadway on-site. **Figure 4** includes four recommended cross-sections and locations to provide adequate traffic flow for each roadway on-site.

Figure 4: Recommended Number of Travel Lanes

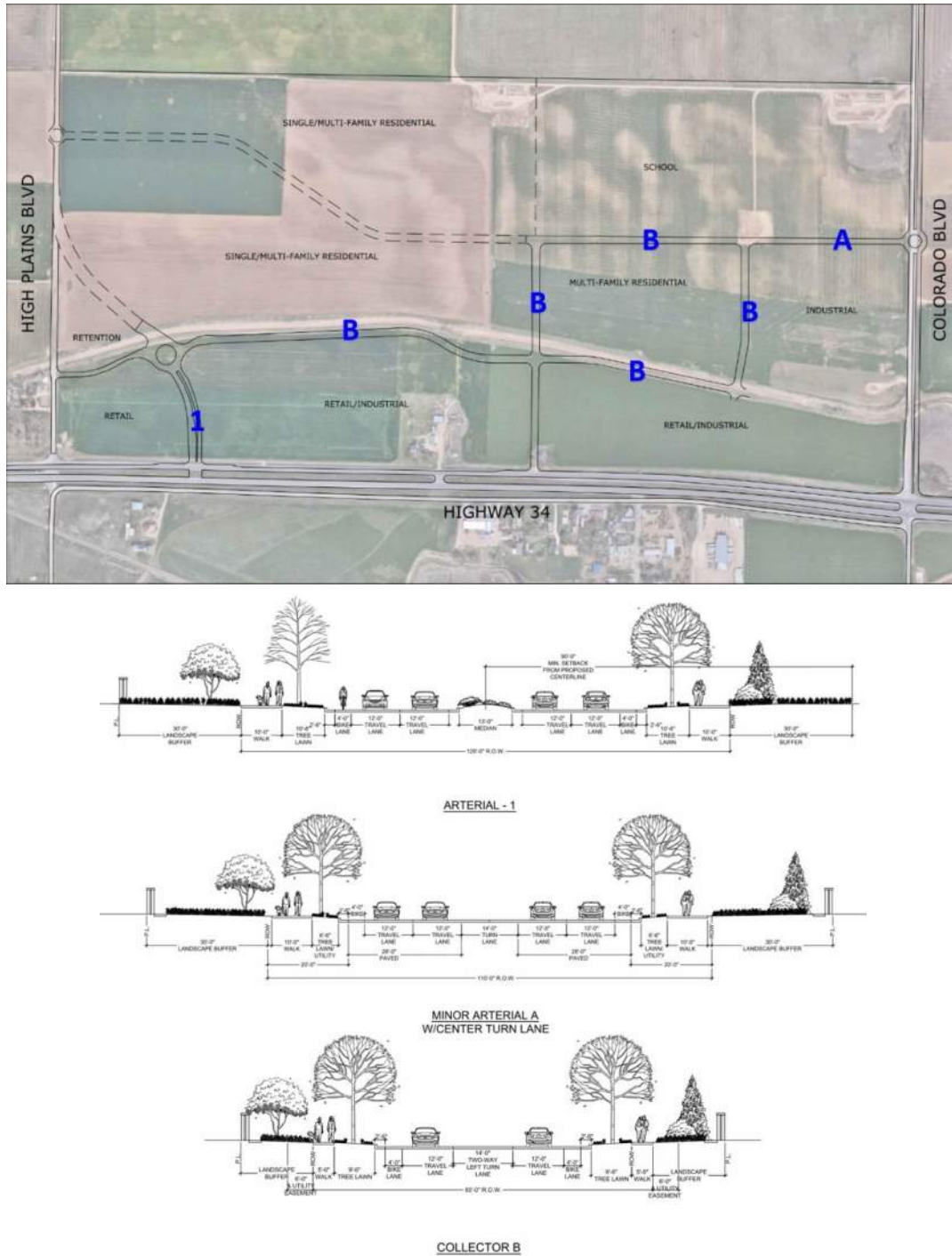
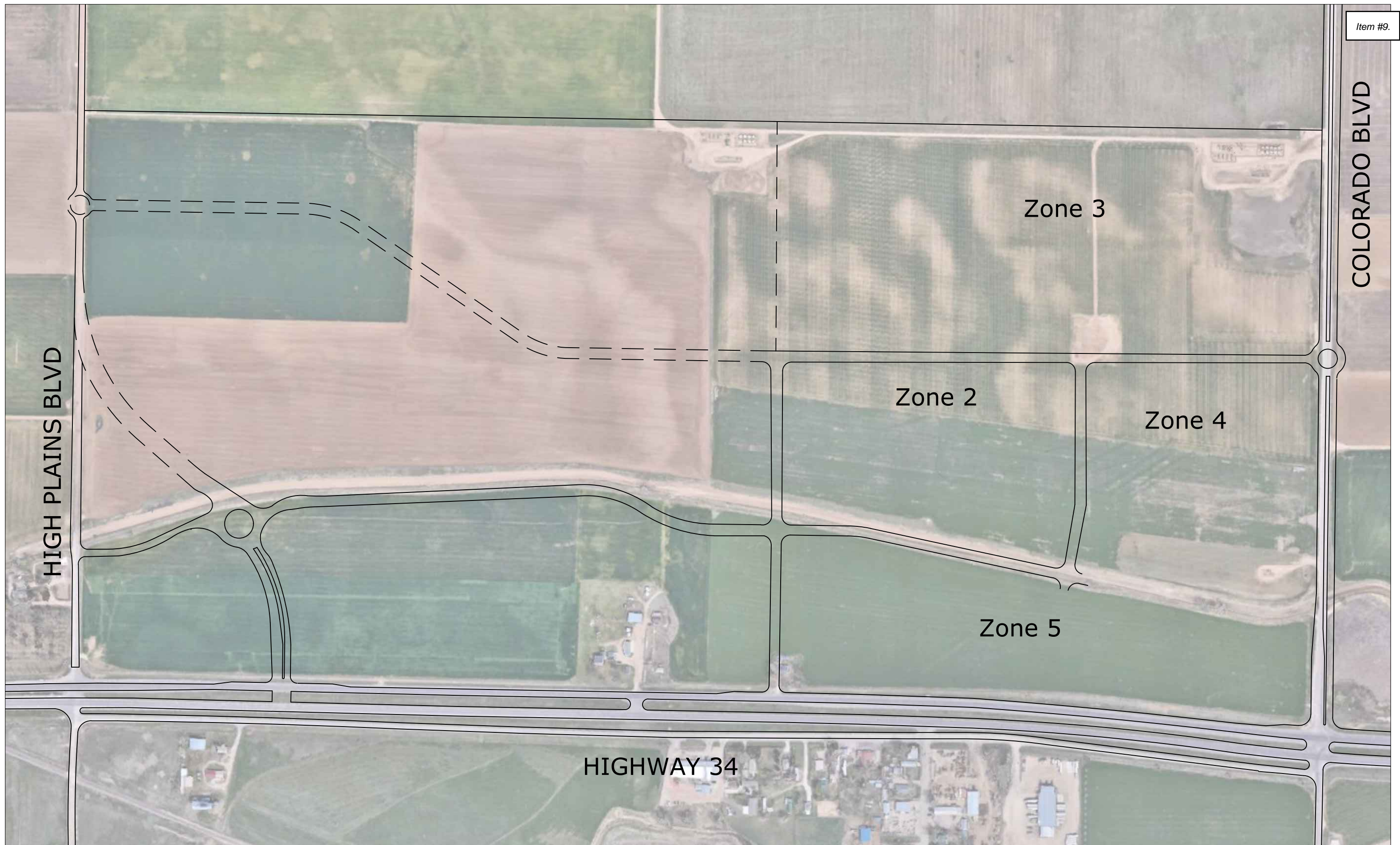


Table 1: ITE Trip Generation – Opening Day

Encore at Johnstown - Opening Day											
Zone	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Zone 2 63% Buildout	Multifamily Housing (Mid-Rise) (ITE 221)		4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
	Dwelling Units	285	1,294	647	647	105	24	81	111	68	43
	Total New Trips		1,294	647	647	105	24	81	111	68	43
Zone 3 100% Buildout	High School (ITE 530)		1.94	50%	50%	0.52	68%	32%	0.14	48%	52%
	Students	800	1,552	776	776	416	283	133	112	54	58
	Total New Trips		1,552	776	776	416	283	133	112	54	58
Zone 4 100% Buildout	General Light Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	114	555	278	278	84	74	10	74	10	64
	Total New Trips		555	278	278	84	74	10	74	10	64
Zone 5 56% Buildout	General Light Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	86	419	209	209	64	56	8	56	8	48
	Shopping Center (ITE 820)		37.01	50%	50%	0.84	62%	38%	3.40	48%	52%
	1000 Sq. Ft. GFA	15	555	278	278	13	8	5	51	24	27
	Internal Capture						2	1		2	7
	Total New Trips		974	487	487	74	62	12	97	30	68
Total Phase 1 Trips			4,375	2,187	2,188	679	443	236	394	162	233



HIGH PLAINS BLVD

COLORADO BLVD

HIGHWAY 34

Zone 3

Zone 2

Zone 4

Zone 5

Table 2: ITE Trip Generation – 2033

Encore at Johnstown - 2033											
Zone	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
			Zone 1 100% Buildout	Single-Family Detached Housing (ITE 210)		9.43	50%	50%	0.70	26%	74%
	Dwelling Units	464	4,374	2,187	2,187	325	84	240	436	275	161
	Multifamily Housing (Mid-Rise) (ITE 221)		4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
	Dwelling Units	491	2,230	1,115	1,115	182	42	140	192	117	75
	Internal Capture							4		27	9
	Total New Trips		6,604	3,302	3,302	506	124	376	628	364	227
Zone 2 100% Buildout	Multifamily Housing (Mid-Rise) (ITE 221)		4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
	Dwelling Units	450	2,043	1,022	1,022	167	38	128	176	107	68
	Total New Trips		2,043	1,022	1,022	167	38	128	176	107	68
Zone 3 100% Buildout	High School (ITE 530)		1.94	50%	50%	0.52	68%	32%	0.14	48%	52%
	Students	800	1,552	776	776	416	283	133	112	54	58
	Total New Trips		1,552	776	776	416	283	133	112	54	58
Zone 4 100% Buildout	General Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	114	555	278	278	84	74	10	74	10	64
	Total New Trips		555	278	278	84	74	10	74	10	64
Zone 5 100% Buildout	General Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	152	740	370	370	112	99	13	99	14	85
	Shopping Center (ITE 820)		37.01	50%	50%	0.84	62%	38%	3.40	48%	52%
	1000 Sq. Ft. GFA	38	1,406	703	703	32	20	12	129	62	67
	Internal Capture						3	2		8	9
	Total New Trips		2,147	1,073	1,073	144	116	24	228	68	143
	Total Phase 2 Trips		12,901	6,450	6,450	1,318	635	671	1,217	596	558

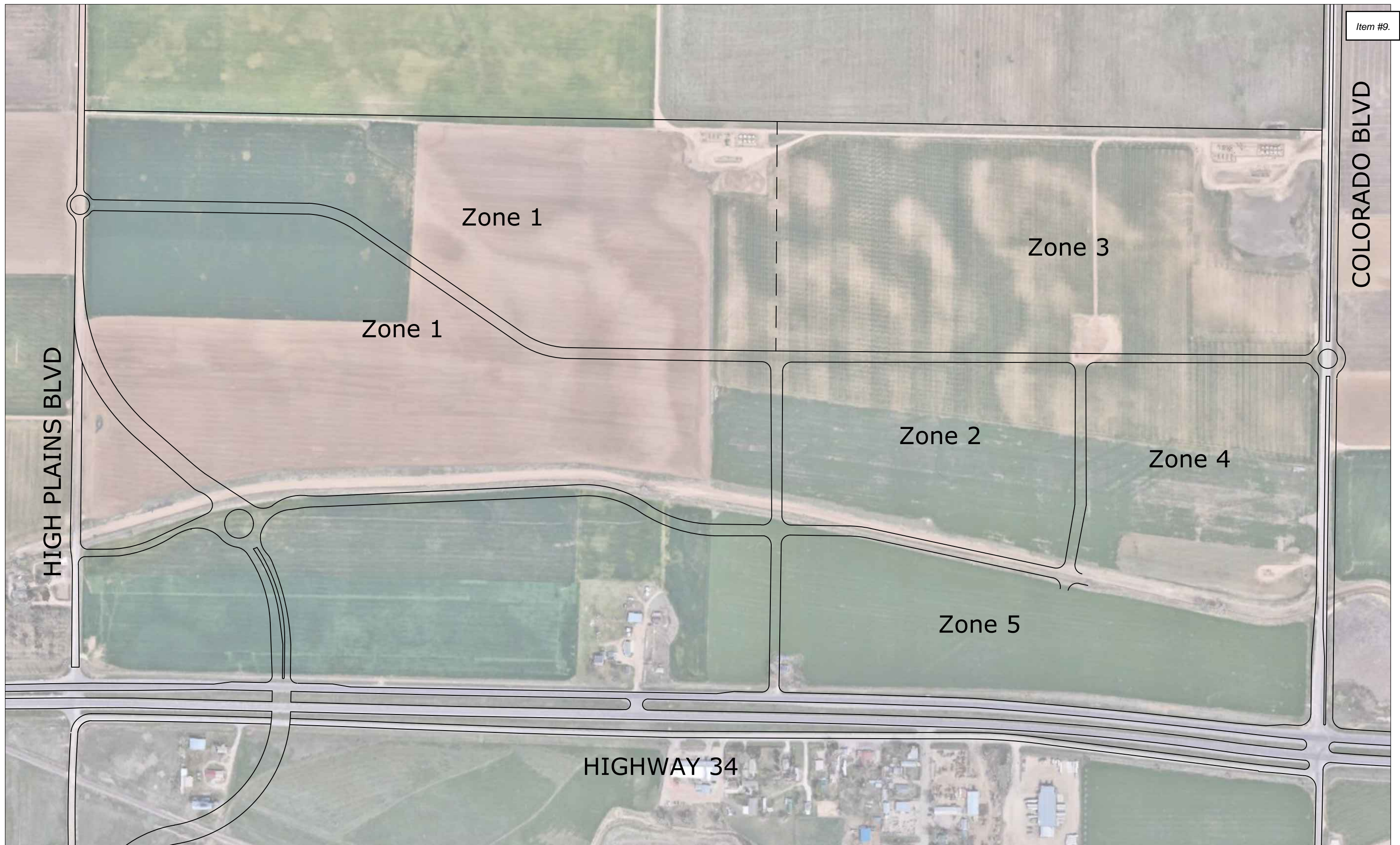


Table 3: ITE Trip Generation – 2041

Encore at Johnstown - 2033											
Zone	Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out	Total	In	Out
Zone 1 100% Buildout	Single-Family Detached Housing (ITE 210)		9.43	50%	50%	0.70	26%	74%	0.94	63%	37%
	Dwelling Units	464	4,374	2,187	2,187	325	84	240	436	275	161
	Multifamily Housing (Mid-Rise) (ITE 221)		4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
	Dwelling Units	491	2,230	1,115	1,115	182	42	140	192	117	75
	Internal Capture						3	4		86	31
	Total New Trips		6,604	3,302	3,302	506	124	376	628	305	205
Zone 2 100% Buildout	Multifamily Housing (Mid-Rise) (ITE 221)		4.54	50%	50%	0.37	23%	77%	0.39	61%	39%
	Dwelling Units	450	2,043	1,022	1,022	167	38	128	176	107	68
	Internal Capture						1	1		24	9
	Total New Trips		2,043	1,022	1,022	167	38	127	176	84	60
Zone 3 100% Buildout	High School (ITE 530)		1.94	50%	50%	0.52	68%	32%	0.14	48%	52%
	Students	800	1,552	776	776	416	283	133	112	54	58
	Total New Trips		1,552	776	776	416	283	133	112	54	58
Zone 4 100% Buildout	General Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	114	555	278	278	84	74	10	74	10	64
	Total New Trips		555	278	278	84	74	10	74	10	64
Zone 5 100% Buildout	General Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	152	740	370	370	112	99	13	99	14	85
	Shopping Center (ITE 820)		37.01	50%	50%	0.84	62%	38%	3.40	48%	52%
	1000 Sq. Ft. GFA	38	1,406	703	703	32	20	12	129	62	67
	Internal Capture						1	0		6	17
	Total New Trips		2,147	1,073	1,073	144	118	25	228	70	135
Zone 6 100% Buildout	General Industrial (ITE 110)		4.87	50%	50%	0.74	88%	12%	0.65	14%	86%
	1000 Sq. Ft. GFA	111	542	271	271	82	73	10	72	10	62
	Shopping Center (ITE 820)		37.01	50%	50%	0.94	62%	38%	3.40	48%	52%
	1000 Sq. Ft. GFA	111	4,121	2,060	2,061	94	58	36	379	182	197
	Internal Capture						2	1		18	51
	Total New Trips		4,663	2,331	2,332	176	128	44	451	174	208
Zone 7 100% Buildout	Shopping Center (ITE 820)		37.01	50%	50%	0.84	62%	38%	3.40	48%	52%
	1000 Sq. Ft. GFA	51	1,888	944	944	48	30	18	173	83	90
	Internal Capture						6	3		15	25
	Total New Trips		1,888	944	944	48	24	15	173	68	65
Total Phase 3 Trips			19,451	9,725	9,726	1,542	793	733	1,842	771	796



TRIP DISTRIBUTION

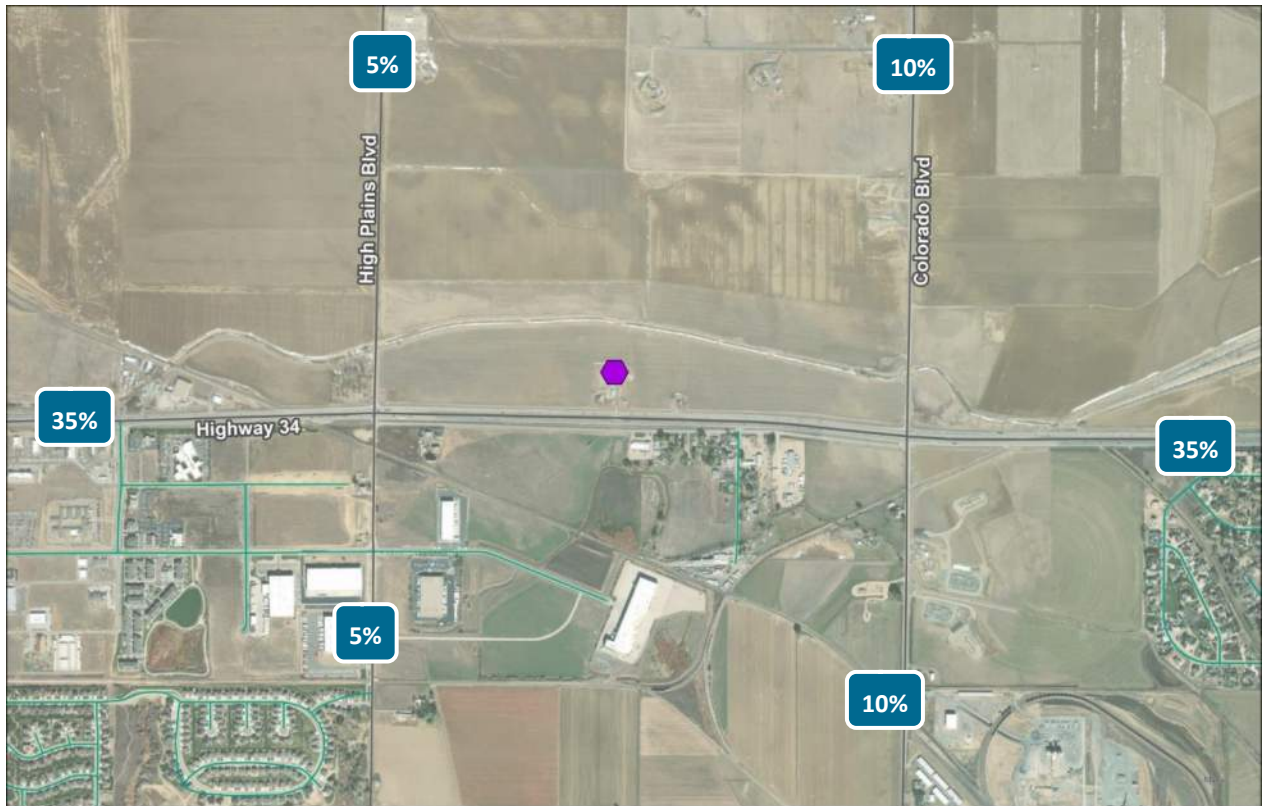
The estimated new trips from the proposed development were distributed onto the roadway network based on the proposed site access locations, existing turning movements, traffic patterns, and proximity to major roadways, as shown in **Figure 8**.

This distribution was based on an origin/destination approach. Horrocks traffic counts at the study intersections was used to determine the existing trip distribution. Using the count data to distribute project trips to and from the project access.

- 45% to/from eastbound on Highway 34
 - 5% to/from southbound High Plains Blvd
 - 5% to/from northbound High Plains Blvd
 - 35% to/from Highway 34 west of High Plains Blvd
- 55% to/from westbound on Highway 34
 - 10% to/from southbound Colorado Blvd
 - 10% to/from northbound Colorado Blvd
 - 35% to/from Highway 34 east of Colorado Blvd

Horrocks assumed that all trips will be made by non-transit vehicles so modal split was not necessary.

Figure 8: Trip Distribution



TRIP ASSIGNMENT

The development has four accesses, one on Highway 34, two on High Plains Blvd, and one on Colorado Blvd. The trip assignment involves assigning traffic to a selection of routes in a transportation network, how project trips travel through the transportation network to leave the study area. The Trip Assignment is in direct correlation to the trip distribution of project trips only. This development has multiple routes for the traffic from the six different areas to the site for each access. Therefore, the trip assignment volumes for this study area are shown in **Figure 9**.

Figure 9: Trip Assignment



Analysis of Existing Conditions

STUDY INTERSECTION LEVEL OF SERVICE

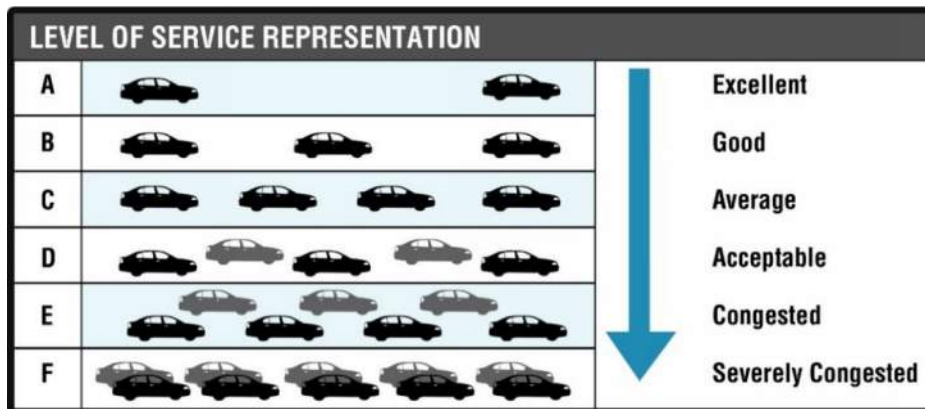
Level of Service (LOS) is a term used by the *Highway Capacity Manual (HCM)* to describe the traffic operations of an intersection, based on congestion and delay. It ranges from LOS A (almost no congestion or delay) to LOS F (traffic demand is above capacity and the intersection experiences long queues and delay). LOS C is generally considered acceptable for rural intersections, while LOS D is acceptable for urbanized intersections and is the acceptable standard for CDOT. LOS E is the threshold when the intersection reaches capacity. For two-way stop-controlled intersections, average intersection-wide delay and LOS are not defined by the HCM. **Table 4** summarizes LOS delay criteria for stop-controlled movements at unsignalized and signalized intersections. A visual representation of this is shown in **Figure 10**.

Table 4: Level of Service Criteria

Level of Service	Average Control Delay (sec/veh)	
	Signalized	Unsignalized
A	≤ 10	≤ 10
B	> 10 - 20	> 10 - 15
C	> 20 - 35	> 15 - 25
D	> 35 - 55	> 25 - 35
E	> 55 - 80	> 35 - 50
F	> 80	> 50

Source: Highway Capacity Manual (HCM) 2010

Figure 10: LOS Representation



EXISTING INTERSECTION OPERATIONS

COVID-19 ADJUSTMENT/GROWTH FACTOR

The AM and PM peak hour traffic counts for the study intersections were obtained from the Encore Master Traffic Impact Study located in the APPENDIX. The counts were taken before March 2020, no COVID -19 adjustment needed. Horrocks has established that the Growth rate on Highway 34 should be 2.4% each year with a total increase of 48% for 20 years. This was established from CDOT OTIS website. Horrocks also reviewed the “US34 Planning and Environmental Linkage (PEL) Study” completed in January 2019 by CDOT. This study claims a growth Rate of 2.2% each year with a total increase of 45% for 20 years. Horrocks assumption is to use the growth rate of 2.4 % each year on Highway 34 and the surrounding roads will include a growth rate of 2.2% each year. **Table 5** shows the growth factor for each phase.

Table 5: Growth Rate

Study	Growth Rate % Per Year	2025 Growth Factor	2033 Growth Factor	2041 Growth Factor
OTIS	2.4	1.13	1.27	1.61
PEL	2.2	1.12	1.24	1.55

Analysis of Existing Conditions

All study intersections perform at an unacceptable LOS. The intersection with the highest delay is Highway 34 & High Plains Blvd with the northbound thru lane with the highest delay causing a LOS F and a delay of 159.0 seconds per vehicle in the AM, as shown in **Table 6**. Horrocks obtained the AADT for the Existing scenario from the “Encore Master Traffic Impact Study” completed in February of 2020 and is shown in **Figure 11**. The balanced traffic turning movements are shown in **Figure 12**. All study intersections perform at an unacceptable LOS, as shown in **Table 6**.

Figure 11: Existing AADT



Table 6: Existing Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
Existing Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	118.0	F	63.9	E
2	Highway 34 & High Plains Blvd	111.2	F	159.0	F

Source: HCM Methodologies using PTV Vistro Software

Control delay for unsignalized intersections shown for the worst approach only per the HCM.

Vistro intersection LOS reports are in the **APPENDIX**.

MITIGATIONS (EXISTING SCENARIO)

Highway 34 & High Plains Blvd (old intersection location)

- CDOT recommends constructing High Plains Blvd intersection in the location of the future High Plains Blvd interchange. One left-turning car causes the unacceptable LOS. CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands, no recommended mitigations currently.

Highway 34 & Colorado Blvd

- Modify southbound lane geometry.
 - Shared left-thru lane with a dedicated right-turn lane changes to a dedicated left-turn lane with a shared thru-right lane.

The mitigations above were implemented and analyzed to represent an Existing mitigation scenario. The following delay and LOS after mitigation are shown in **Table 7**. See **Figure 12** for intersection configuration, and **Figure 13** for roadway and signal improvements.

Table 7: Existing with Mitigation Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
Existing with Mitigation Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	50.3	D	49.5	D
2	Highway 34 & High Plains Blvd	111.2	F	159.0	F

AUXILIARY LANES

Traffic was analyzed to check for required auxiliary turn lanes. All previous required auxiliary turn lanes are included in this scenario. Additional auxiliary turn lanes are not required per criteria supplied by the State Highway Access Code located in the **APPENDIX**.



Figure 13: Existing Roadway Improvement



Analysis of 2025 Background Conditions

HIGHWAY 34 & HIGH PLAINS BLVD INTERSECTION

During the 2025 scenario, a new intersection will replace part of the existing Highway 34 and High Plains Blvd intersection. The new intersection will be moved east on Highway 34. High Plains Blvd north of Highway 34 will be realigned to connect with the new intersection on Highway 34. This will be a signalized 3/4 intersection, the existing northbound approach of High Plains Blvd will remain, and will be realigned to the new intersection at a later time. The old southbound approach will be eliminated. The Highway 34 & High Plains Blvd intersection was initially reviewed as a stop controlled intersection, but the large number of east/west traffic causes delays significantly over 100 sec/veh. Therefore, we recommend a traffic signal to improve traffic flow and safety. **Figure 14** shows the updated lane geometry.

Figure 14: New Intersection



GROWTH FACTORS

For the 2025 Background condition, using the growth rates from the CDOT Online Transportation Information System (OTIS) and the PEL Study, a background growth factor of 1.13 for Highway 34 and 1.12 for the other study roads will be used for the analysis, as shown in **Table 8**. The Appendix contains the OTIS traffic data and PEL study for the growth rates. The AADT for the 2025 Background scenario uses the existing AADT multiplied by the growth factor. **Figure 15** shows the AADT for the 2025 scenario.

Table 8: 2025 Growth Factor

Station ID	5 Year Growth Factor
Highway 34	1.13
Other Study Roads	1.12

Figure 15: 2025 Background AADT



2025 BACKGROUND CONDITIONS

Existing traffic was grown annually using the growth Factors of 1.13 for Highway 34 and 1.12 for other study roads, shown in **Table 8** to create the 2025 Background traffic scenario, which is shown in **Figure 17**. All Intersections perform at unacceptable LOS. The intersection with the highest delay is Highway 34 & High Plains Blvd with a LOS F and a delay of 191.2 sec/veh in the AM, as shown in **Table 9**. This scenario includes all previous mitigations.

2025 PLUS PROJECT INTERSECTION OPERATIONS

Project traffic was added to the 2025 Background traffic using the same distribution as the existing conditions, as shown in **Figure 8**, to create the 2025 plus Project Scenario, shown in **Figure 17**. The AADT for the 2025 plus Project scenario is shown in **Figure 16**. Traffic generated by the project site is shown **Figure 19**. All study intersections function at an acceptable LOS except intersections Highway 34 & Colorado Blvd, Highway 34 & High Plains Blvd (old intersection), and Highway 34 & High Plains Blvd (new intersection). The intersection with the highest delay is Highway 34 & High Plains Blvd (old intersection)

with LOS F and a delay of 189.6 sec/veh in the AM, as shown in **Table 10**. This scenario includes all previous mitigations.

Figure 16: 2025 plus Project AADT



Table 9: 2025 Background Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2025 Background Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	134.5	F	104.1	F
2	Highway 34 & High Plains Blvd	191.2	F	136.8	F

Source: HCM Methodologies using PTV Vistro Software
Control delay for unsignalized intersections shown for the worst approach only per the HCM.

Vistro intersection LOS reports are in the **APPENDIX**.

Table 10: 2025 plus Project Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2025 plus Project Peak Hour Conditions					
1	Highway 34 & Project Access	13.6	B	14.7	B
2	Highway 34 & Colorado Blvd	77.5	E	19.5	B
3	Colorado Blvd & Northeast Access	4.7	A	3.6	A
4	High Plains Blvd & Northwest Access	8.9	A	8.7	A
5	Highway 34 & High Plains Blvd (New Intersection)	37.2	D	70.7	E
6	High Plains Blvd & Southwest Access	2.8	A	2.8	A
7	Highway 34 & High Plains Blvd (Old Intersection)	189.6	F	132.5	F

Source: HCM Methodologies using Vistro Software

Control delay for unsignalized intersections shown for the worst approach only per the HCM.

Vistro intersection LOS reports are in the **APPENDIX**.

MITIGATIONS

Highway 34 & High Plains Blvd (Old Intersection)

- CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands. One left-turning car causes the unacceptable LOS, no mitigations currently.

Highway 34 & Colorado Blvd

- Add westbound thru lane to have a total of 3 thru lanes at intersection.
- Add eastbound thru lane to have a total of 3 thru lanes at intersection. The third lane will be an acceleration/deceleration lane in 2025.
- Modify lane geometry to two (2) northbound lanes north of Highway 34.

Highway 34 & High Plains Blvd (new Intersection)

- Add eastbound thru lane to have a total of 3 lanes at intersection. The third lane will be an acceleration/deceleration lane in 2025.

The mitigations above were implemented in model to represent a 2025 background plus project mitigation scenario. The following delay and LOS after mitigation are shown in **Table 12**.

See **Figure 18** for intersection configuration, and **Figure 20** for roadway and signal improvements.

Table 11: 2025 Background Mitigation Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2025 Background Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	19.1	B	14.3	B
2	Highway 34 & High Plains Blvd	191.2	F	136.8	F

Table 12: 2025 plus Project Mitigation Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2025 plus Project Mitigations Peak Hour Conditions					
1	Highway 34 & Project Access	13.9	B	14.4	B
2	Highway 34 & Colorado Blvd	29.6	C	18.1	B
3	Colorado Blvd & Northeast Access	4.6	A	4.0	A
4	High Plains Blvd & Northwest Access	8.4	A	8.4	A
5	Highway 34 & High Plains Blvd (New Intersection)	11.8	B	21.9	C
6	High Plains Blvd & Southwest Access	2.7	A	2.7	A
7	Highway 34 & High Plains Blvd (Old Intersection)	189.6	F	147.7	F

AUXILIARY LANES

Construction traffic was analyzed to check for required auxiliary turn lanes. Auxiliary turn lanes shall be installed according to the criteria supplied by the State Highway Access Code located in the **APPENDIX**. As per code, the following intersections requires additional auxiliary lanes, as shown in **Table 13**. The length of the acceleration lane will follow the criteria supplied by the State Highway Access Code to allow for adequate room for weaving and merging of project traffic.

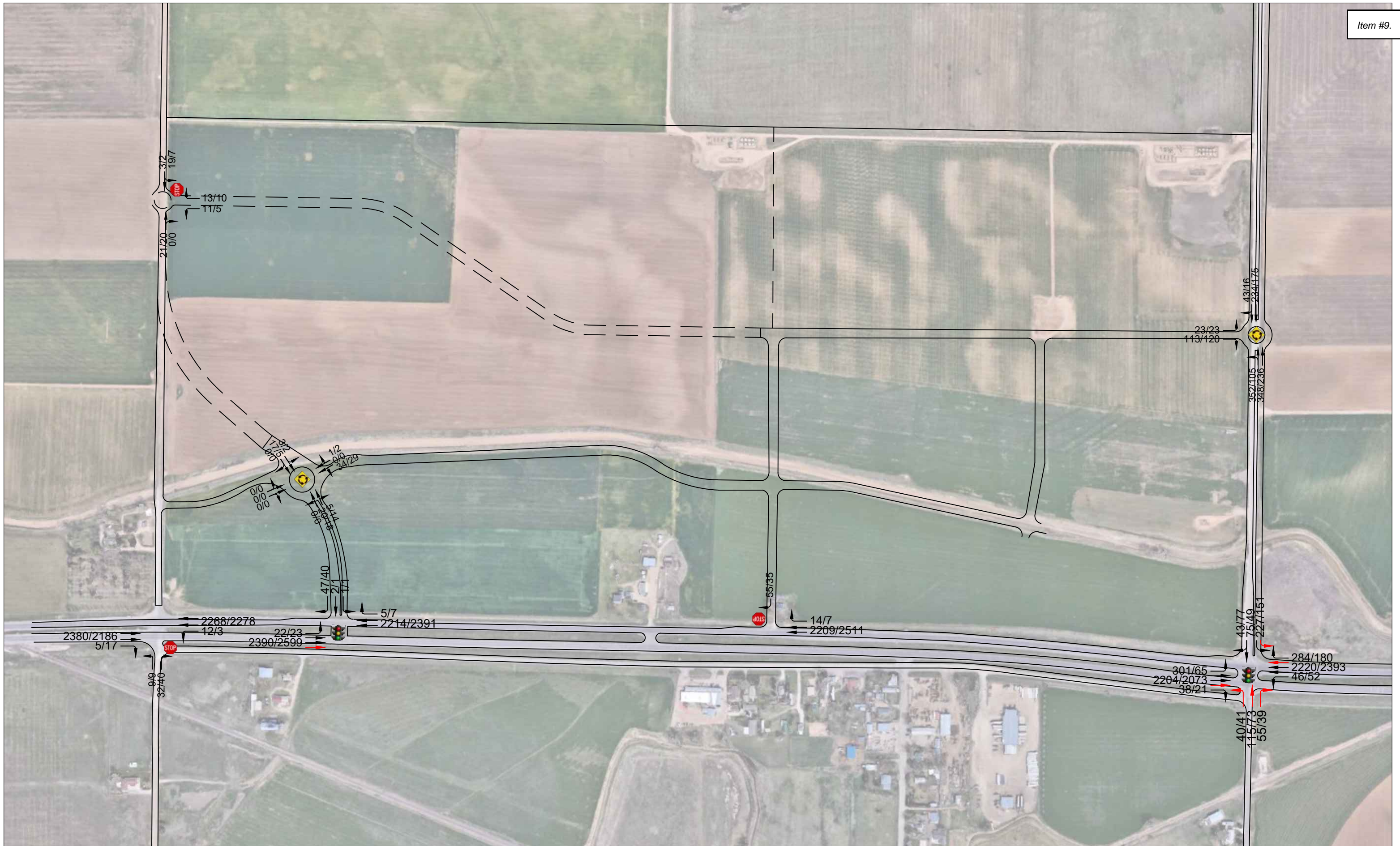
Highway 34 & Project Access

- The right-turn lane from Highway 34 to Project Access Road requires a deceleration lane (section 3.10.7b). The length of the deceleration lane will follow the criteria supplied by the State Highway Access Code or extend past the PM peak queue length, whichever is greater.
 - Deceleration to be installed same time as the project.
- The right-turn lane from Project Access to Highway 34 requires an acceleration lane (section 3.5.2c).
 - Acceleration lane to be installed same time as the project. The length of the acceleration lane will follow the criteria supplied by the State Highway Access Code.

Table 13: 2025 Plus Project Auxiliary Lane Summary

Highway 34 & Project Access				
Auxiliary Lane	Turning Volume (vph)	State Highway Access Code Requirements	State Highway Access Code Design Requirements	Lane Required Based on Turning Volume
SB-WB Right Turn Acceleration Lane (outbound)	68	More than 50 vph	Acceleration lane with taper	Yes
SB-EB Left Turn Acceleration Lane (outbound)	N/A	More than 25 vph. Does not interfere with other auxiliary lanes	Acceleration lane	No
WB Right Turn Deceleration Lane (inbound)	62	More than 25 vph	Deceleration lane with taper	Yes
EB Left Turn Deceleration Lane (inbound)	N/A	More than 10 vph	Deceleration lane with taper	No





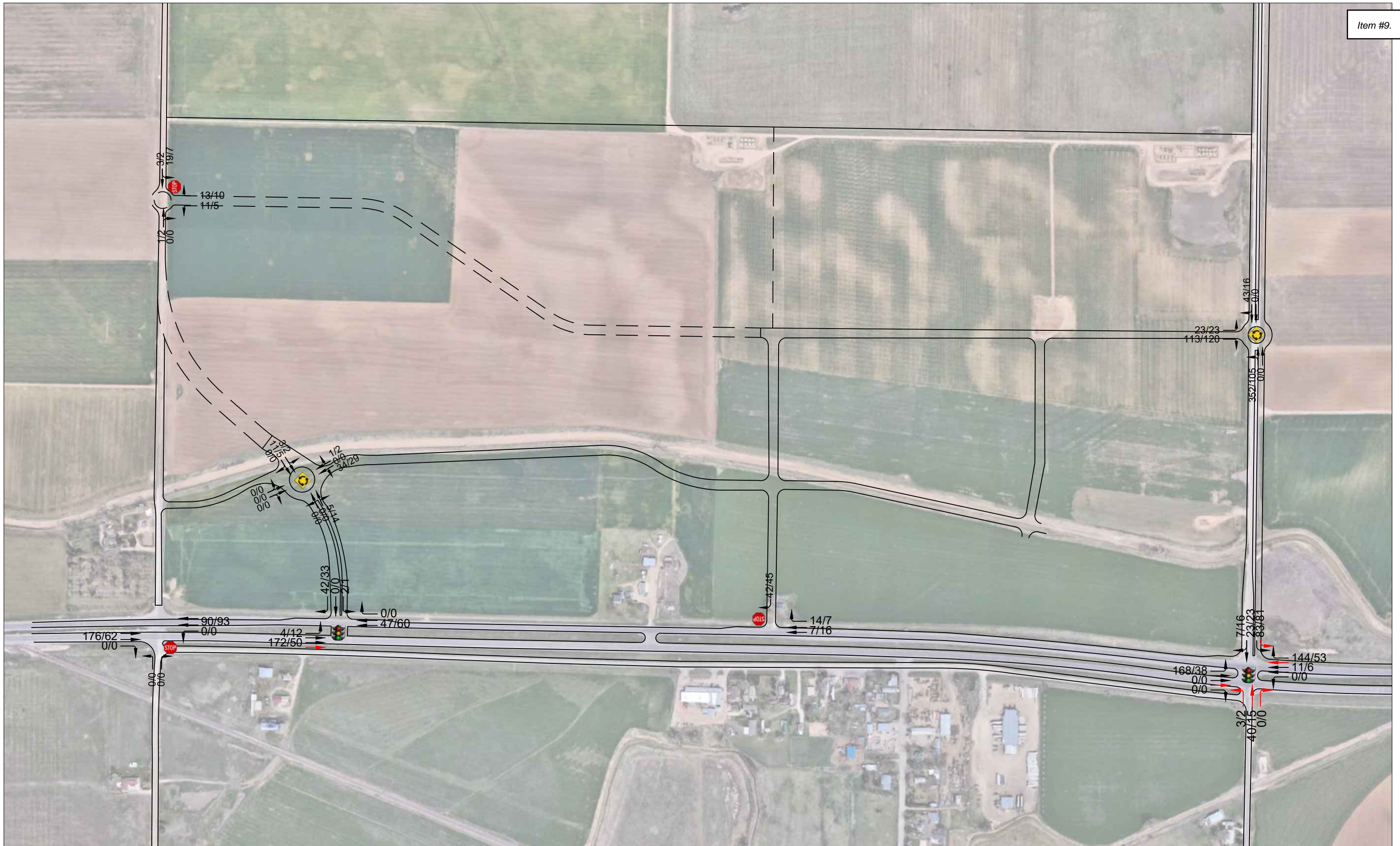


Figure 20: 2025 Plus Project Roadway and Signal Improvements



QUEUE LENGTH

In the 2003 US 34 Access Control Plan, the restricted distance between intersections is $\frac{1}{4}$ mile minimum. The plan states, "Shorter distances (not less than 700') would be allowed pending the findings of a traffic impact study. A copy of the access control plan is in the **APPENDIX**.

The project access intersection is approximately 1,100' from the future interchange on/off-ramp and approximately 1,500' from the Highway 34 & Colorado Blvd intersection. The queue length for the southeast project access intersection north of Highway 34 & Colorado Blvd is 202 ft.; traffic queuing will not be an issue.

Analysis of 2033 Background Conditions

GROWTH FACTORS

For the 2033 condition, using the growth Factors from the CDOT Online Transportation Information System (OTIS) and the PEL Study, a background growth factor of 1.33 for Highway 34 and 1.30 for the other study roads will be used for the analysis, as shown in **Table 14**. The Appendix contains the OTIS traffic data and PEL study for the growth Factors. The AADT for the 2033 Background scenario uses the existing AADT multiplied by the growth factor. **Figure 21** shows the AADT for the 2033 Background scenario.

Table 14: 2033 Growth Factor

Station ID	5 Year Growth Factor
Highway 34	1.33
Other Study Roads	1.30

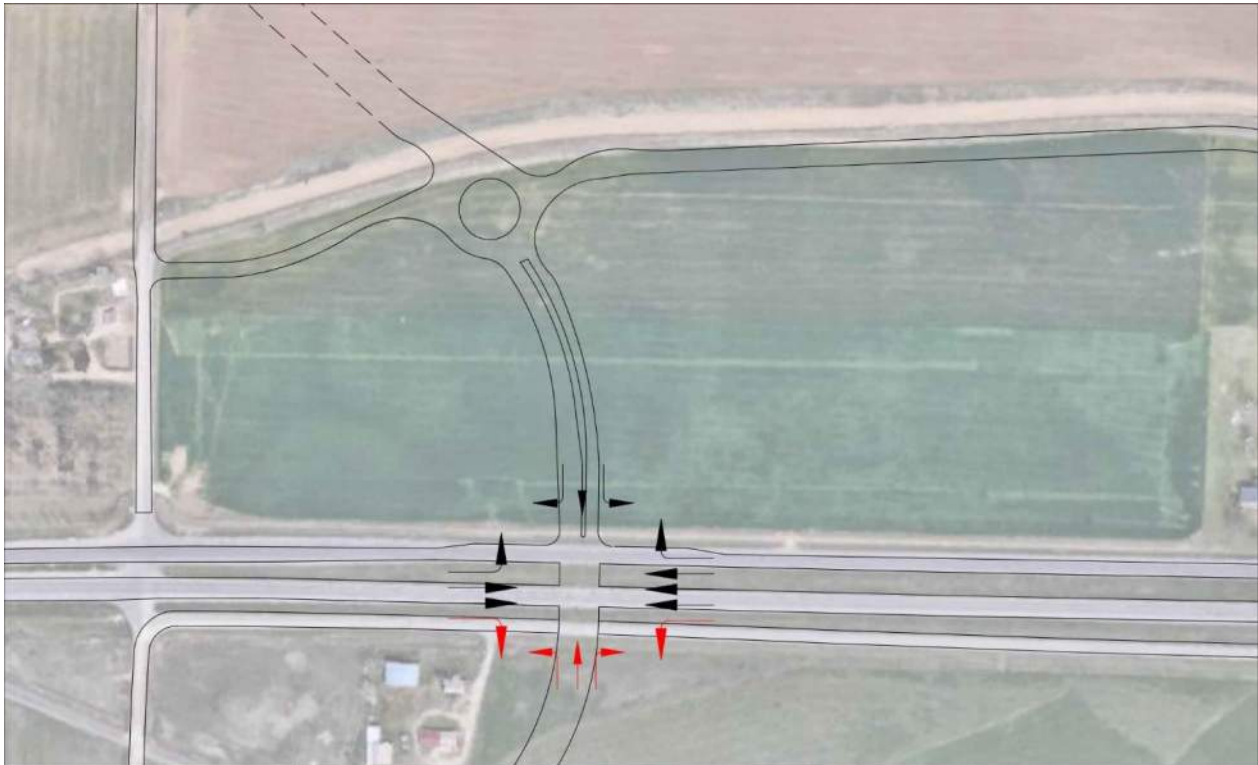
Figure 21: 2033 Background AADT



2033 BACKGROUND CONDITIONS

Existing traffic was grown annually using the growth Factors of 1.30 for Highway 34 and 1.33 for other study roads, shown in **Table 14** to create the 2033 background traffic scenario, which is shown in **Figure 24**. All study Intersections perform at acceptable LOS. The intersection with the highest delay is Highway 34 & High Plains Blvd with LOS D and a delay of 43.4 seconds during the AM, as shown in **Table 15**. The old Highway 34 & High Plains Blvd intersection will be fully removed during this scenario and High Plains Blvd south of Highway 34 will be realigned and connect to the new intersection as shown in **Figure 22**. This scenario includes all previous mitigations.

Figure 22: New Full Movement Intersection



2033 BACKGROUND PLUS PROJECT INTERSECTION OPERATIONS

Project traffic was added to the 2033 background traffic using the same distribution as the existing conditions, as shown in **Figure 25**. Traffic generated by the project site is shown **Figure 26**. All study intersections function at an acceptable LOS except Highway 34 & Colorado Blvd, as shown in **Table 16**. The westbound left-turn lane has the highest delay causing a LOS F and a delay of 90.6 seconds in the AM. The AADT for the 2033 Background plus Project scenario is shown in **Figure 23**. This scenario includes all previous mitigations.

Figure 23: 2033 Background plus Project AADT



Table 15: 2033 Background Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2033 Background Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	43.4	D	33.3	C
2	Highway 34 & High Plains Blvd	9.5	A	10.0	B

Source: HCM Methodologies using PTV Vistro Software
Control delay for unsignalized intersections shown for the worst approach only per the HCM.

Table 16: 2033 Background plus Project Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2033 Background plus Project Peak Hour Conditions					
1	Highway 34 & Project Access	16.1	C	16.0	C
2	Highway 34 & Colorado Blvd	90.6	F	37.4	D
3	Colorado Blvd & Northeast Access	18.5	C	23.2	C
4	High Plains Blvd & Northwest Access	9.4	A	9.3	A
5	Highway 34 & High Plains Blvd (New Intersection)	16.0	B	17.2	B
6	High Plains Blvd & Southwest Access	3.4	A	3.3	A

Source: HCM Methodologies using Vistro Software
Control delay for unsignalized intersections shown for the worst approach only per the HCM.
Vistro intersection LOS reports are in the **APPENDIX**.

MITIGATIONS

Highway 34 & Colorado Blvd

- Add second eastbound left-turn lane.
- Add second southbound left-turn lane.

The mitigations above were implemented in model to represent a 2033 background plus project. All study intersections operate at an acceptable LOS. See **Figure 25** for intersection configuration, and **Figure 27** for roadway and signal improvements.

Table 17: 2033 Background plus Project with Mitigation Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2033 Background plus Project with Mitigations Peak Hour Conditions					
1	Highway 34 & Project Access	16.1	C	16.0	C
2	Highway 34 & Colorado Blvd	35.1	D	47.8	D
3	Colorado Blvd & Northeast Access	4.8	A	3.9	A
4	High Plains Blvd & Northwest Access	9.4	A	9.3	A
5	Highway 34 & High Plains Blvd (New Intersection)	15.9	B	17.0	B
6	High Plains Blvd & Southwest Access	3.4	A	3.3	A

AUXILIARY LANES

Traffic was analyzed to check for required auxiliary turn lanes. Auxiliary turn lanes shall be installed according to the criteria supplied by the State Highway Access Code located in the **APPENDIX**. As per code, the following intersections require additional auxiliary lanes, as shown in **Table 18**. The length of the acceleration lane will follow the criteria supplied by the State Highway Access Code to allow for adequate room for weaving and merging of project traffic.

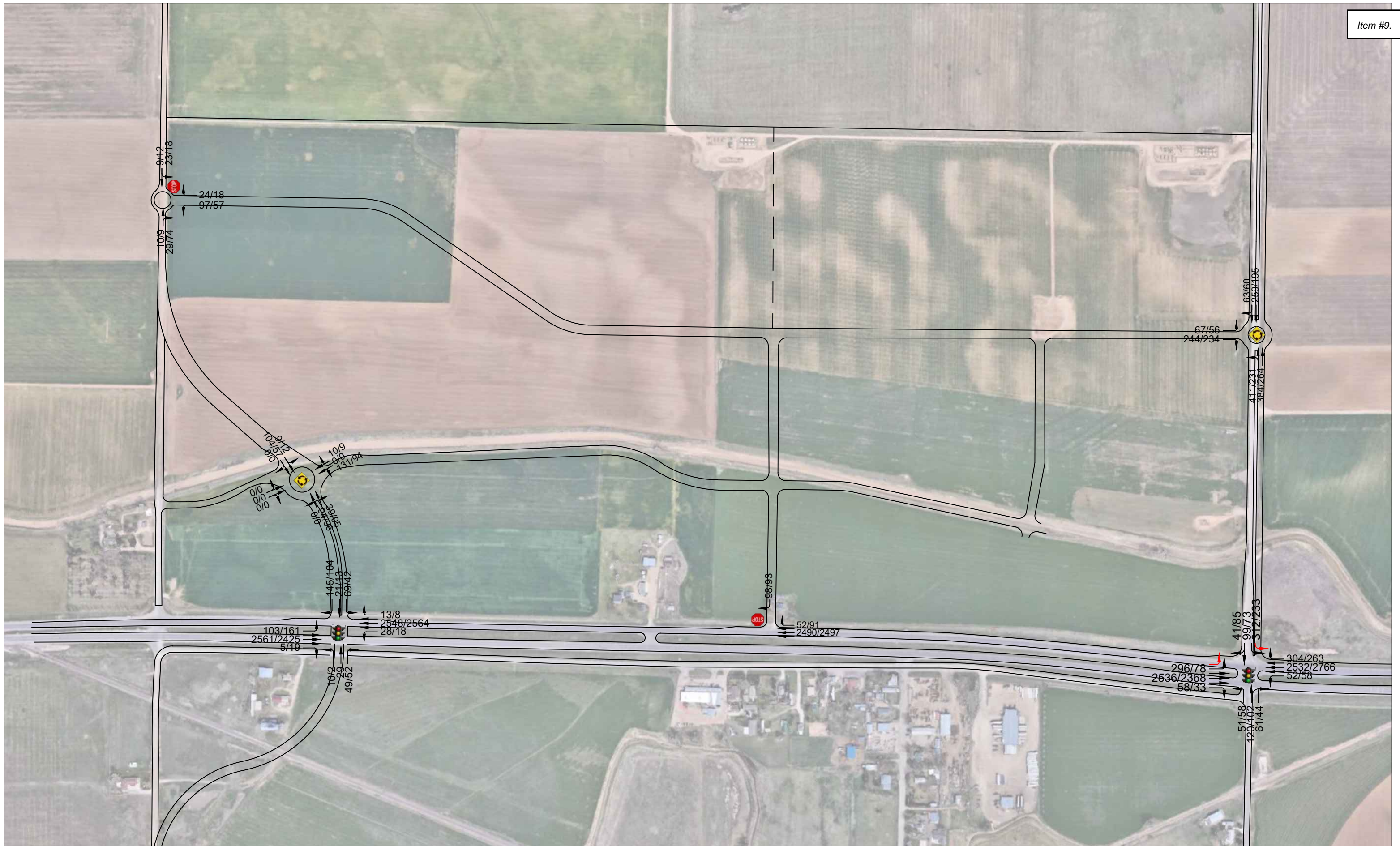
Highway 34 & High Plains Blvd

- The westbound right-turn lane from Highway 34 to High Plains Blvd requires a deceleration lane (section 3.10.7b).
- The right-turn lane from southbound High Plains Blvd to Highway 34 requires an acceleration lane (section 3.10.7c).
- The right-turn lane from northbound High Plains Blvd to Highway 34 requires an acceleration lane (section 3.10.7c). To be implemented when the southern portion of High Plains Blvd is relocated to the new intersection location.

Table 18: 2033 Auxiliary Lane Summary

Highway 34 & High Plains Blvd				
Auxiliary Lane	Turning Volume (vph)	County Requirements	County Design Requirements	Lane Required Based on Turning Volume
SB-WB Right Turn Acceleration Lane (outbound)	123	More than 50 vph	Acceleration lane with taper	Yes
NB-EB Right Turn Acceleration Lane (outbound)	60	More than 50 vph	Acceleration lane with taper	Yes
WB-NB Right Turn Deceleration Lane (inbound)	74	More than 25 vph	Deceleration lane with taper	Yes





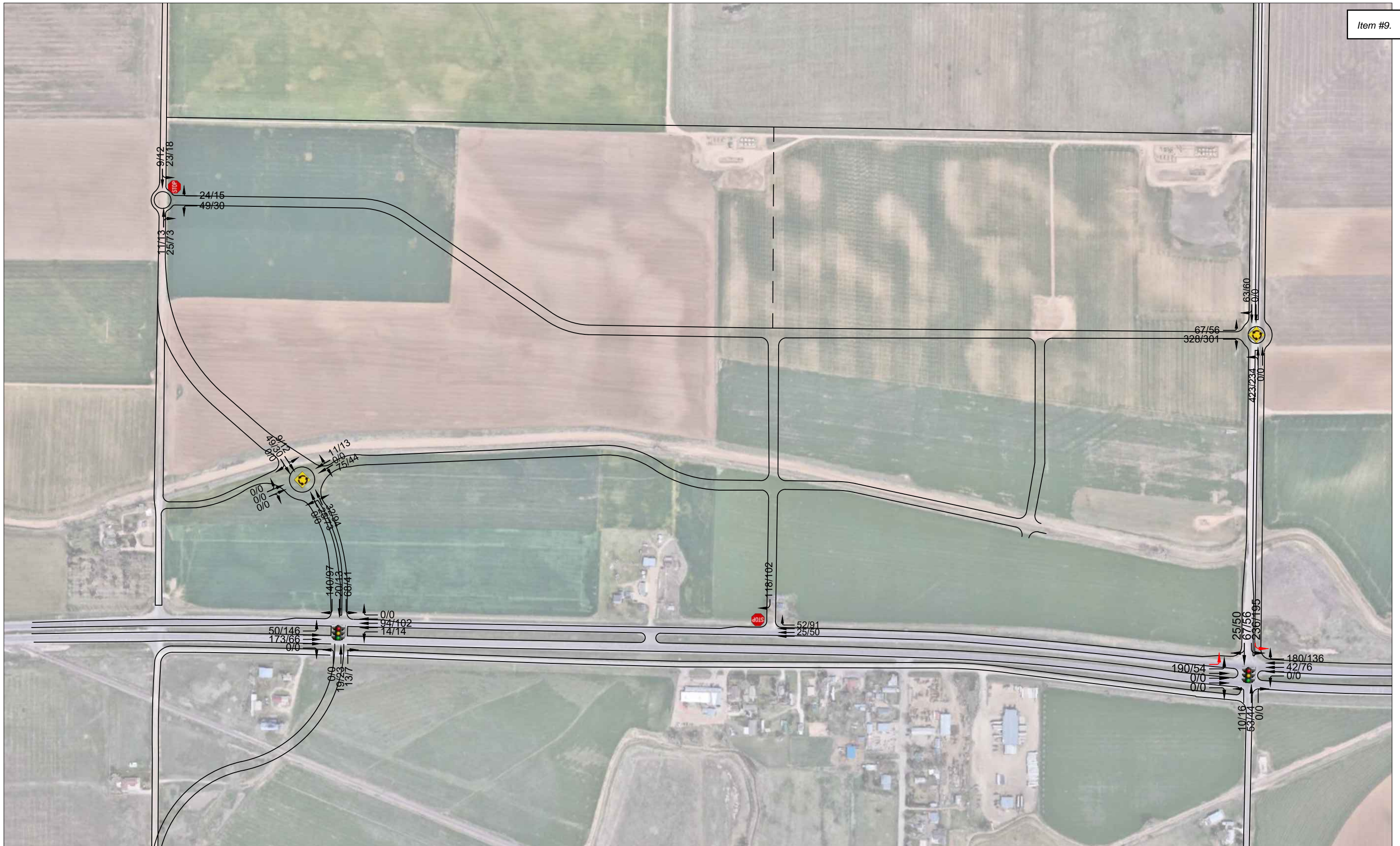


Figure 27: 2033 Plus Project Roadway and Signal Analysis



QUEUE LENGTH

In the 2003 US 34 Access Control Plan, the restricted distance between intersections is ¼ mile minimum. The plan states, “Shorter distances (not less than 700’) would be allowed pending the findings of a traffic impact study. A copy of the access control plan is in the **APPENDIX**.

The project access intersection is approximately 1,100’ from the future interchange on/off-ramp and approximately 1,500’ from the Highway 34 & Colorado Blvd intersection. The queue length for the southeast project access intersection north of Highway 34 & Colorado Blvd is 304 ft.; traffic queuing will not be an issue.

Analysis of 2041 Background Conditions

GROWTH FACTORS

For the 2041 condition, using the growth Factors from the CDOT Online Transportation Information System (OTIS) and the PEL Study, a background growth factor of 1.61 for Highway 34 and 1.55 for the other study roads will be used for the analysis, as shown in **Table 19**. The Appendix contains the OTIS traffic data and PEL study for the growth Factors. The AADT for the 2041 Background scenario uses the existing AADT multiplied by the growth factor. **Figure 28** shows the AADT for the 2041 Background scenario.

Table 19: 2041 Growth Factor

Station ID	5 Year Growth Factor
Highway 34	1.61
Other Study Roads	1.55

Figure 28: 2041 Background AADT



2041 BACKGROUND CONDITIONS

Existing traffic was grown annually using the growth Factors of 1.61 for Highway 34 and 1.55 for other study roads from **Table 19** to create the 2041 background traffic scenario, which is shown in **Figure 30**. All Intersections perform at unacceptable LOS The intersection with the highest delay is Highway 34 &

Colorado Blvd with LOS F and a delay of 123.1 seconds during the AM, as shown in **Table 20**. This scenario includes all previous mitigations.

2041 BACKGROUND PLUS PROJECT INTERSECTION OPERATIONS

Project traffic was added to the 2041 background traffic using the same distribution as the 2033 conditions to create the 2041 background plus Project scenario, which is shown in **Figure 30**. Traffic generated by the project site is shown **Figure 32**. Study intersections were analyzed, all function at an acceptable LOS except intersection Highway 34 & Project Access, Highway 34 & Colorado Blvd, and Highway 34 & High Plains Blvd, as shown in **Figure 30**. The intersection with the highest delay is Highway 34 & High Plains Blvd, as shown in **Table 21**. The westbound lane has the highest delay causing a LOS F and a delay of 193.8 sec/veh in the PM. The AADT for the 2041 Background plus Project scenario is shown in **Figure 29**. This scenario includes all previous mitigations.

Figure 29: 2041 Background plus Project AADT



Table 20: 2041 Background Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2041 Background Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	123.1	F	103.9	F
2	Highway 34 & High Plains Blvd	34.0	C	75.3	E

Source: HCM Methodologies using PTV Vistro Software
 Control delay for unsignalized intersections shown for the worst approach only per the HCM.
 Vistro intersection LOS reports are in the **APPENDIX**.

Table 21: 2041 Background plus Project Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2041 Background plus Project Peak Hour Conditions					
1	Highway 34 & Project Access	20.9	C	21.9	C
2	Highway 34 & Colorado Blvd	154.1	F	165.3	F
3	Colorado Blvd & Northeast Access	5.9	A	13.5	B
4	High Plains Blvd & Northwest Access	9.5	A	9.3	A
5	Highway 34 & High Plains Blvd (New Intersection)	129.6	F	193.8	F
6	High Plains Blvd & Southwest Access	3.5	A	3.4	A

Source: HCM Methodologies using Vistro Software
 Control delay for unsignalized intersections shown for the worst approach only per the HCM.
 Vistro intersection LOS reports are in the **APPENDIX**.

MITIGATIONS

There are no PEL approved mitigations that will decrease the LOS to an acceptable level for these scenarios. The eastbound and westbound thru movements on Highway 34 are causing the delay in the AM & PM.

MITIGATIONS OUTSIDE BASE ASSUMPTIONS

Highway 34 & Colorado Blvd

- Add two westbound thru lanes at intersection to have a total of 5 thru lanes.
- Add an eastbound thru lane at intersection to have a total of 4 thru lanes.

Highway 34 & High Plains Blvd

- Add two westbound thru lanes at intersection to have a total of 5 thru lanes.

Table 22: 2041 Background with Non PEL Mitigation Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2041 Background with Non PEL Mitigations Peak Hour Conditions					
1	Highway 34 & Colorado Blvd	16.6	B	14.1	B
2	Highway 34 & High Plains Blvd	13.8	B	25.7	C

Table 23: 2041 Background with Project Non PEL Mitigation Peak Hour Traffic Analysis

Intersection Number	Intersection	AM Peak Hour		PM Peak Hour	
		Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
2041 Background with Project Non PEL Mitigations Peak Hour Conditions					
1	Highway 34 & Project Access	20.9	C	21.9	C
2	Highway 34 & Colorado Blvd	21.1	C	20.5	C
3	Colorado Blvd & Northeast Access	4.9	A	4.0	A
4	High Plains Blvd & Northwest Access	9.5	A	9.3	A
5	Highway 34 & High Plains Blvd (New Intersection)	16.0	B	32.9	C
6	High Plains Blvd & Southwest Access	3.5	A	3.4	A

The mitigations above were implemented in model to represent the 2041 Background mitigation and 2041 Background project with mitigations outside base assumptions scenario. See **Figure 31** for intersection configuration and **Figure 33** for roadway and signal improvements.

AUXILIARY LANES

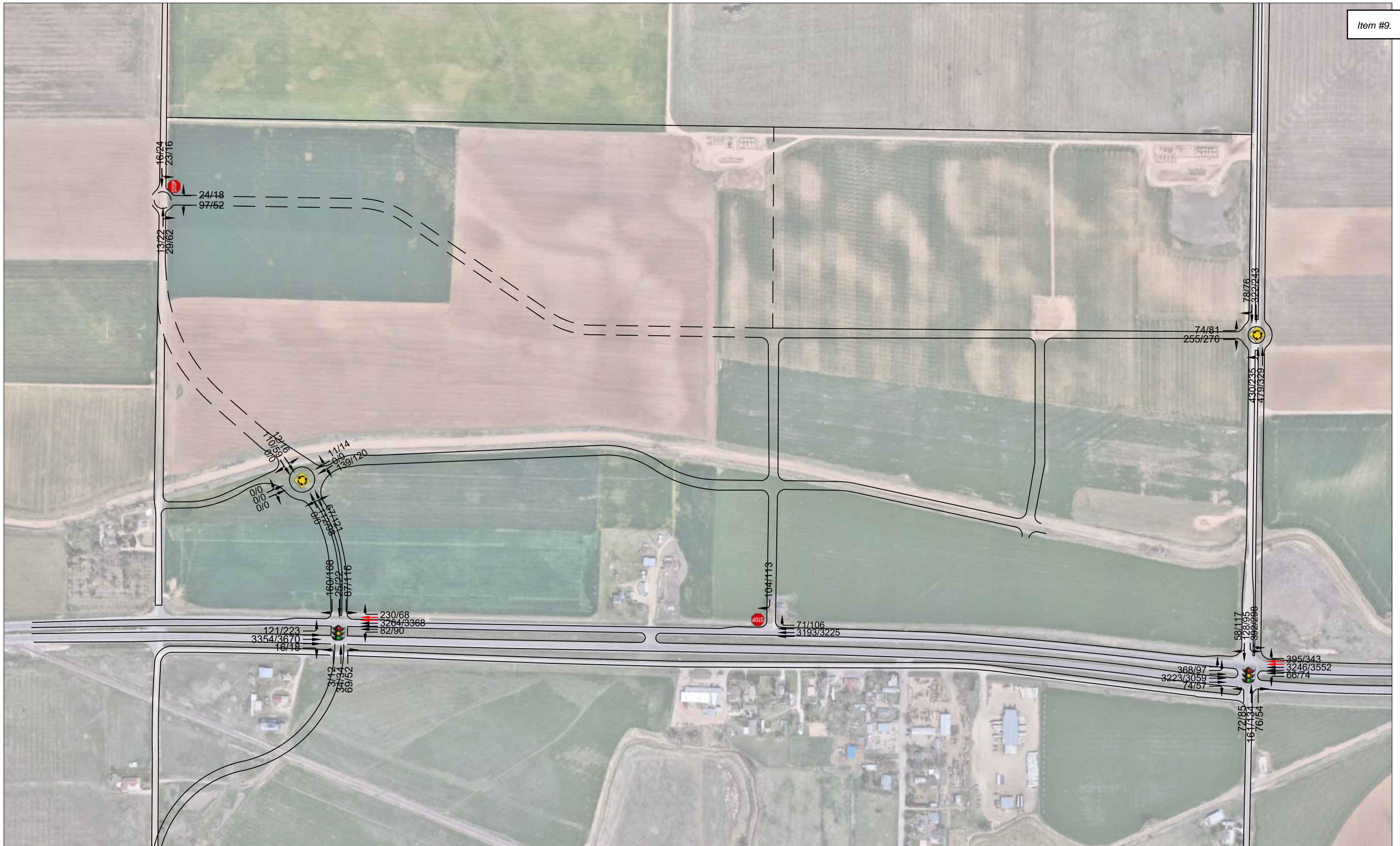
Traffic was analyzed to check for required auxiliary turn lanes. All previous required auxiliary turn lanes are included in this scenario. Additional auxiliary turn lanes are not required per criteria supplied by the State Highway Access Code located in the **APPENDIX**.

QUEUE LENGTH

In the 2003 US 34 Access Control Plan, the restricted distance between intersections is ¼ mile minimum. The plan states, “Shorter distances (not less than 700’) would be allowed pending the findings of a traffic impact study. A copy of the access control plan is in the **APPENDIX**.

The project access intersection is approximately 1,100’ from the future interchange on/off-ramp and approximately 1,500’ from the Highway 34 & Colorado Blvd intersection. The queue length for the southeast project access intersection north of Highway 34 & Colorado Blvd is 450 ft.; traffic queuing will not be an issue.





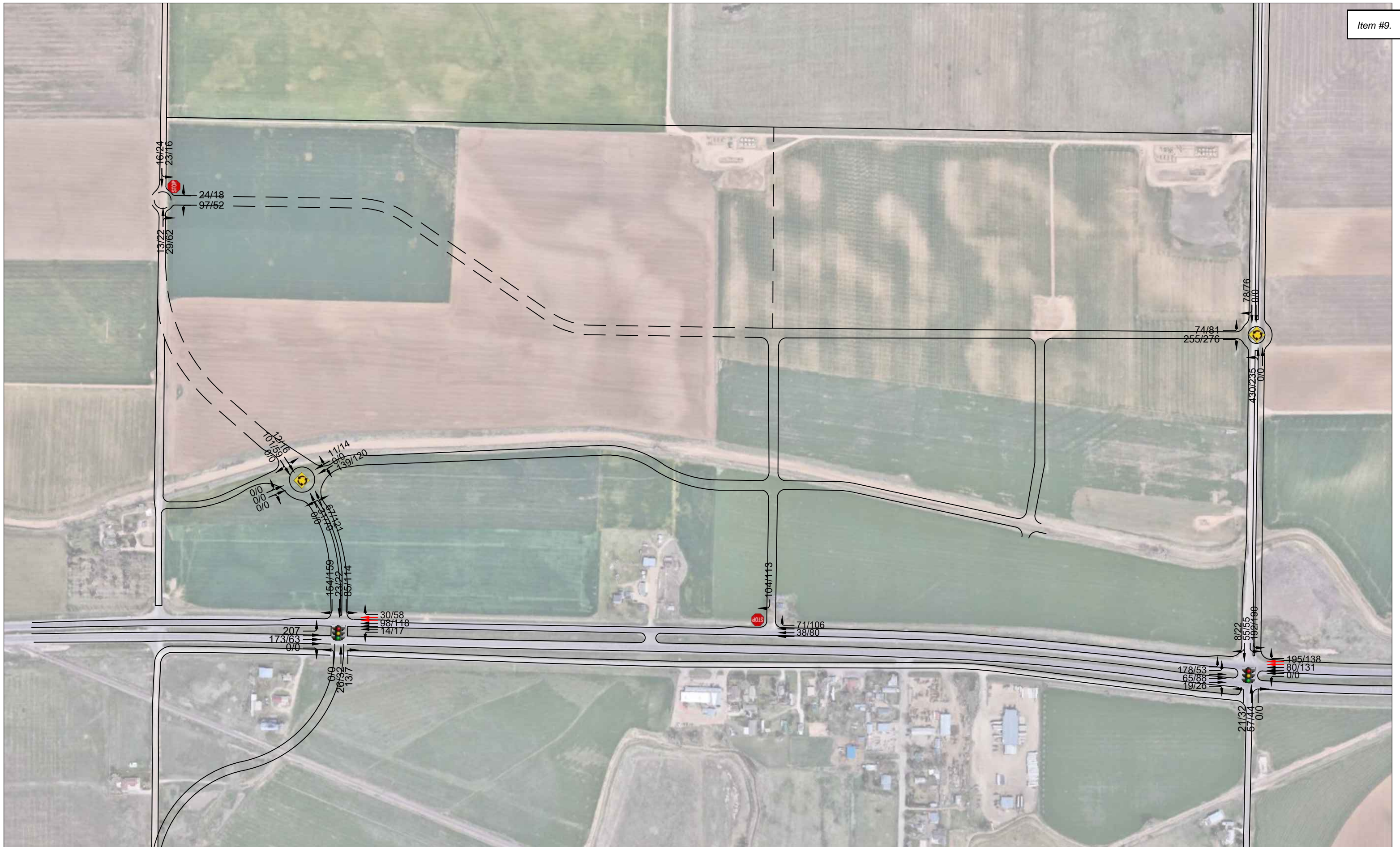


Figure 33: 2041 Plus Project Non PEL Roadway and Signal Improvements



Highway Improvements

AUXILIARY LANE REQUIREMENTS

Auxiliary turn lanes shall be installed according to the criteria supplied by the State Highway Access Code located in the **APPENDIX**. Auxiliary lanes are required during the following scenarios: - 2025 plus Project scenario, and 2033 Background plus Project. As per code, the Highway 34 & Project Access intersection requires additional auxiliary lanes.

CAPACITY AND LOS ANALYSIS

A summary of the capacity and LOS analysis is provided below. The complete capacity and LOS analysis reports are supplied in the **APPENDIX** provided.

Intersection	AM Peak Hour		PM Peak Hour	
	Average Control Delay (sec/veh)	Level of Service	Average Control Delay (sec/veh)	Level of Service
Existing Peak Hour Conditions				
Highway 34 & Colorado Blvd	118.0	F	63.9	E
Highway 34 & High Plains Blvd	111.2	F	159.0	F
Existing with Mitigation Peak Hour Conditions				
Highway 34 & Colorado Blvd	50.3	D	49.5	D
Highway 34 & High Plains Blvd	111.2	F	159.0	F
2025 Background Peak Hour Conditions				
Highway 34 & Colorado Blvd	134.5	F	104.1	F
Highway 34 & High Plains Blvd	191.2	F	136.8	F
2025 Background with Mitigation Peak Hour Conditions				
Highway 34 & Colorado Blvd	19.1	B	14.3	B
Highway 34 & High Plains Blvd	191.2	F	136.8	F
2025 Background + Project Peak Hour Conditions				
Highway 34 & Colorado Blvd	77.5	E	19.5	B
Highway 34 & High Plains Blvd	189.6	F	132.5	F
Highway 34 & High Plains Blvd (new)	37.2	D	70.7	E
Highway 34 & Project Access	13.6	B	14.7	B
2025 Background + Project with Mitigation Peak Hour Conditions				
Highway 34 & Colorado Blvd	29.0	C	14.9	B
Highway 34 & High Plains Blvd	189.6	F	136.8	F
Highway 34 & High Plains Blvd (new)	14.1	B	27.8	C
Highway 34 & Project Access	13.6	B	14.7	B
2033 Background Peak Hour Conditions				
Highway 34 & Colorado Blvd	43.4	D	33.3	C
Highway 34 & High Plains Blvd	9.5	A	10.0	B
2033 Background + Project Peak Hour Conditions				
Highway 34 & Colorado Blvd	90.6	F	37.4	D

Highway 34 & High Plains Blvd (new)	16.0	B	17.2	B
Highway 34 & Project Access	16.1	C	16.0	C
2033 Background + Project with Mitigation Peak Hour Conditions				
Highway 34 & Colorado Blvd	35.1	D	37.8	D
Highway 34 & High Plains Blvd (new)	15.9	B	17.0	B
Highway 34 & Project Access	16.1	C	16.0	C
2041 Background Peak Hour Conditions				
Highway 34 & Colorado Blvd	123.1	F	103.9	F
Highway 34 & High Plains Blvd	34.0	C	75.3	E
2041 Background with Outside Base Assumptions Mitigations Peak Hour Conditions				
Highway 34 & Colorado Blvd	16.6	B	14.1	B
Highway 34 & High Plains Blvd	13.8	B	25.7	C
2041 Background + Project Peak Hour Conditions				
Highway 34 & Colorado Blvd	154.1	F	165.3	F
Highway 34 & High Plains Blvd (new)	129.6	F	193.8	F
Highway 34 & Project Access	20.9	C	21.9	C
2041 Background + Project with Outside Base Assumptions Mitigations Peak Hour Conditions				
Highway 34 & Colorado Blvd	21.1	C	20.5	C
Highway 34 & High Plains Blvd (new)	16.0	B	32.9	C
Highway 34 & Project Access	20.9	C	21.9	C

TRAFFIC SIGNAL ANALYSIS

With the future expansion of Highway 34, a traffic signal analysis was not completed for the Highway 34 & High Plains Blvd intersection. It is Horrocks assumption that a signal warrant will be done with future improvements to Highway 34.

CONCLUSIONS AND RECOMMENDATIONS

1. Existing Conditions: - All study intersections operate at an unacceptable LOS. The study intersection with the highest delay is High Plains Blvd and Highway 34 with LOS F and a delay of 159.0 sec/veh in the PM.

Recommended Mitigations

- Intersection Highway 34 & Colorado Blvd
 - Modify southbound lane geometry.
 - Shared left-thru with a right to left with shared thru-right.
- Intersection Highway 34 & High Plains Blvd (old intersection location)
 - CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands. No recommended mitigations currently
 - CDOT recommends construction High Plains Blvd intersection in the location of the future High Plains Blvd interchange.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with LOS D and a delay of 50.3 seconds in the AM.

2. 2025 Background Conditions: - Using the CDOT OTIS site and the US34 Planning and Environmental Linkage (PEL) Study, a growth factor of 1.13 was used for Highway 34 and 1.12 for the other roads in the study area. All study intersections operate at an unacceptable LOS. The intersection with the highest delay is intersection Highway 34 & High Plains Blvd with a LOS F and a delay of 191.2 sec/veh in the AM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add westbound thru lane to have a total of 3 lanes at the intersection.
 - Add eastbound thru lane to have a total of 3 lanes at the intersection.
- Intersection Highway 34 & High Plains Blvd (old intersection location)
 - CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands. No recommended mitigations currently
 - CDOT recommends construction of the High Plains Blvd intersection in the location of the future High Plains Blvd interchange.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with LOS B and a delay of 19.1 sec/veh in the AM.

3. Site development- The proposed development will be completed in three phases. The project phases are estimated to generate the following number of trips.
 - Phase One (2025) – 4,375 new external daily trips with 679 during the AM peak and 394 during the PM peak.

- Phase Two (2033) – 12,901 new external daily trips with 1,318 during the AM peak and 1,217 during the PM peak.
 - Phase Three (2041) – 19,451 new external daily trips with 1,542 during the AM peak and 1,842 during the PM peak.
4. 2025 plus Project Conditions: - All study intersections function at an acceptable LOS except for intersections Highway 34 & Colorado Blvd, Highway 34 & High Plains Blvd (old intersection), and Highway 34 & High Plains Blvd (new intersection). The intersection with the highest delay is Highway 34 & High Plains Blvd (old intersection) with LOS F and a delay of 189.6 sec/veh in the PM. All other study intersections function at acceptable LOS. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Modify lane geometry to two (2) northbound lanes north of Highway 34.
- Intersection Highway 34 & High Plains Blvd (new intersection)
 - CDOT is planning to shift High Plains Blvd east and construct a new interchange for the Highway 34 & N High Plains Blvd intersection to meet existing demands.
 - CDOT recommends construction of High Plains Blvd intersection in the location of the future High Plain Blvd interchange.
 - Add eastbound thru lane to have a total of 3 lanes. The third lane will be an acceleration/deceleration lane in 2025.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with LOS C and a delay of 29.0 seconds in the AM.

New Auxiliary lanes – Horrocks completed analysis to determine if auxiliary lanes are required per the Colorado’s State Highway Access Code.

- Intersection Highway 34 & Project Access
 - Deceleration lane on Highway 34 for westbound right-turn
 - Acceleration lane on Highway 34 for southbound right-turn
5. 2033 Background Conditions: - Using the CDOT OTIS site and the PEL study, a growth factor of 1.27 for Highway 34 and 1.24 for other study area roads was used to project 2021 traffic volumes to 2033. All study intersections operate at an acceptable LOS. The study intersection with the highest delay is Highway 34 & Colorado Blvd with LOS D and a delay of 43.4 sec/veh in the AM. This scenario includes all previous mitigations.
6. 2033 Background plus Project Conditions: – All intersections function at an acceptable LOS except study intersections, Highway 34 & Colorado Blvd with LOS F and a delay of 90.6 sec/veh in the AM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add second eastbound left-turn lane.
 - Add second southbound left-turn lane.

Mitigated analysis shows acceptable LOS, the mitigated intersection with the highest delay is Highway 34 & Colorado Blvd with a delay of 37.8 sec/veh in the PM.

New Auxiliary lanes – Horrocks completed analysis to determine if auxiliary lanes are required per the Colorado’s State Highway Access Code.

- Intersection Highway 34 & High Plains Blvd
 - Acceleration lane on Highway 34 for northbound right-turn (to be implemented when the southern portion of High Plains Blvd is relocated to the new intersection location).
 - Acceleration lane on Highway 34 for southbound right-turn.
 - Deceleration lane on Highway 34 for westbound right-turn.

7. 2041 Background Condition: - Using the CDOT OTIS site and the US34 Planning and Environmental Linkage (PEL) Study, a growth factor of 1.61 was used for Highway 34 and 1.55 for the other roads in the study area. All study intersections operate at an unacceptable LOS. The intersection with the highest delay is Highway 34 & Colorado Blvd, with a LOS F and a delay of 123.1 sec/veh in the AM. All other study intersections function at acceptable LOS. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Install interchange.
- Intersection Highway 34 & High Plains Blvd
 - Install interchange.

Recommended Outside Base Assumptions Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Add eastbound thru lane to have a total of 4 lanes at the intersection.
 - Add westbound thru lane to have a total of 4 lanes at the intersection.
- Intersection Highway 34 & High Plains Blvd
 - Add eastbound thru lane to have a total of 4 lanes at the intersection.

The outside base assumptions mitigated analysis shows acceptable LOS, the intersection with the highest delay is Highway 34 & High Plains Blvd (new intersection) with LOS C and a delay of 25.7 seconds in the PM.

8. 2041 Background plus Project Conditions: – All intersections function at an acceptable LOS except study intersections Highway 34 & Colorado Blvd, and Highway 34 & High Plains Blvd (new intersection). The intersection with the highest delay is Highway 34 & High Plains Blvd with LOS F and a delay of 193.8 sec/veh in the PM. This scenario includes all previous mitigations.

Recommended Mitigations:

- Intersection Highway 34 & Colorado Blvd
 - Install interchanges.
- Intersection Highway 34 & Project Access (RIRO)
 - Install interchanges.

Recommended Outside Base Assumptions Mitigations:

- Intersection Highway 34 & Colorado Blvd

- Add westbound thru lanes to have a total of 5 lanes.
- Add eastbound thru lane to have a total of 4 lanes.
- Intersection Highway 34 & High Plains Blvd (new intersection)
 - Add two westbound thru lanes to have a total of 5 lanes.
 - Add eastbound thru lane to have a total of 4 lanes.

The outside base assumptions mitigated analysis shows acceptable LOS, the intersection with the highest delay is Highway 34 & High Plains Blvd with LOS C and a delay of 32.9 sec/veh in the AM.

9. Safety History – There was a total of 367 crashes on Highway 34 between mile markers 97 and 100 from 2015 and 2020. The types of crashes are as follows:

- Four Fatal crashes
- 120 Serious/injury crashes
- 243 Property damage only crashes

The installation of a signal will increase rear-end crashes but decrease angle crashes. In the urban scenario, there's no statistical significance that overall, the number of crashes will change. However, in a rural setting there is confidence that total crashes will decrease approximately 44%.



Town of Johnstown

ENCORE FILING 1 SUBDIVISION

Preliminary/Final Subdivision Plat (SUB21-0026)

TOWN COUNCIL PUBLIC HEARING

June 19, 2023

LOCATION & BACKGROUND

Item #9.

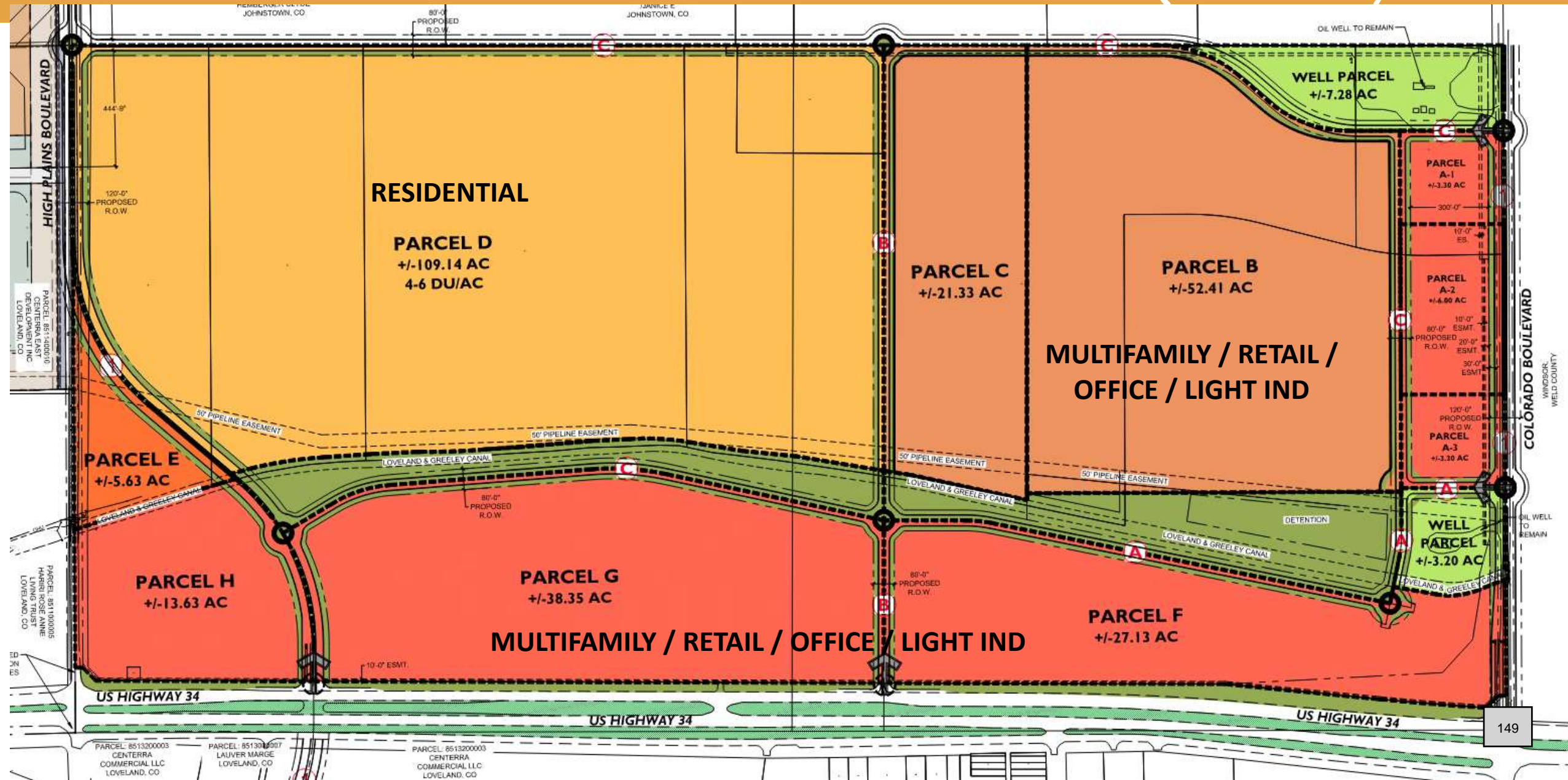
- 189 Acres
- N of US 34, W of Colorado
- 2006: Miracle on 34 Annexation & PUD-MU
- 2021: Encore Outline Development Plan
- Greeley Loveland Canal
- Greeley Water lines
- Multi-jurisdictional roads



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ENCORE APPROVED ODP (2021)

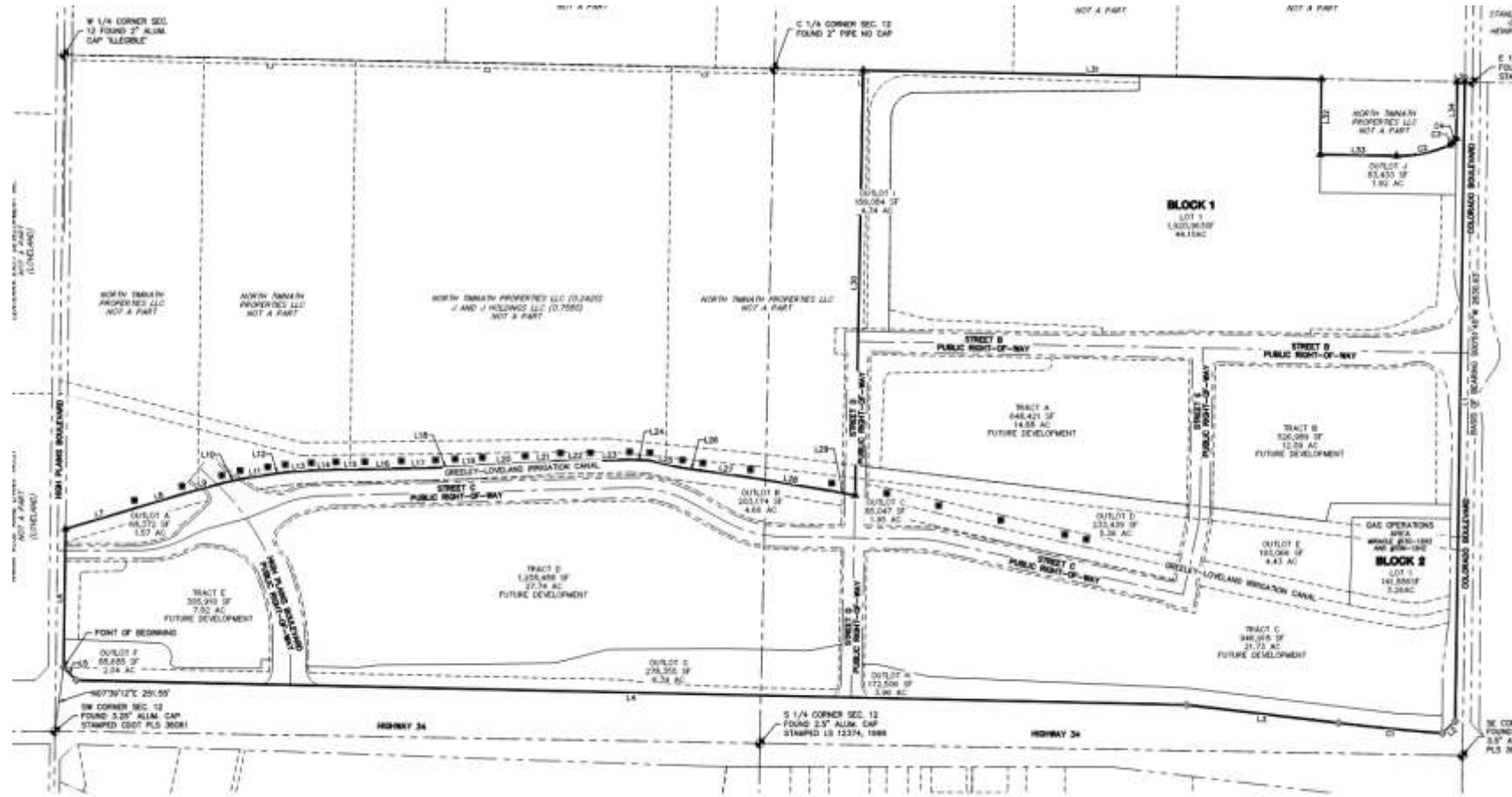
Item #9.



ENCORE FILING 1 PLAT

Item #9.

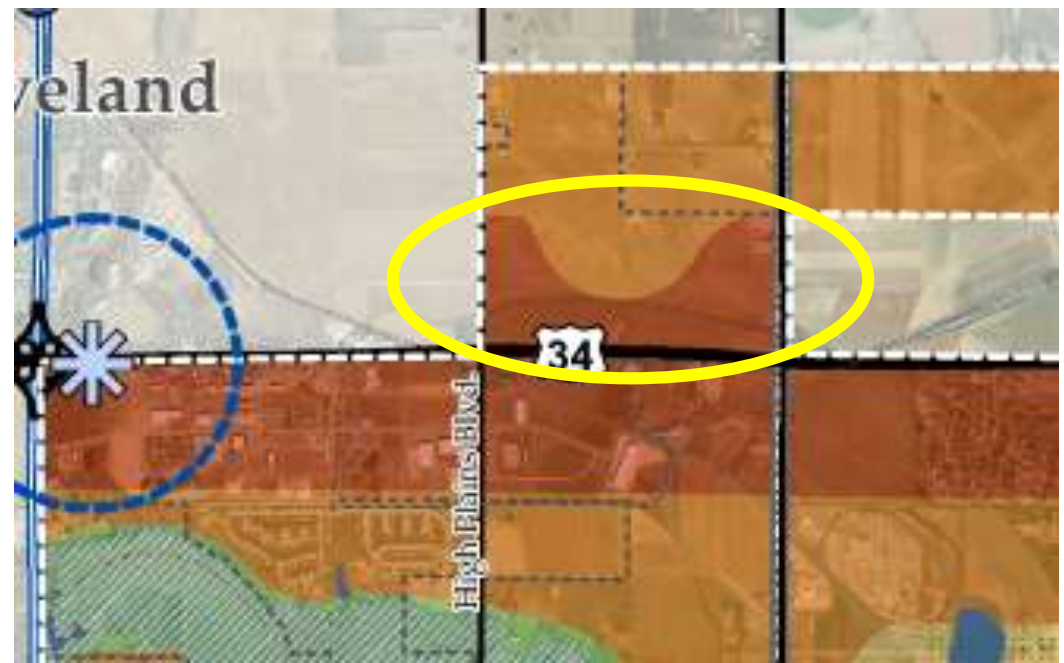
- 1 development-ready lot
- 5 tracts (7-27 acres) for future development
- Street Improvements:
 - US 34
 - Colorado Blvd
 - High Plains Blvd.
- Water, Sanitary, & Storm Sewer Infrastructure – Loop to South of US 34

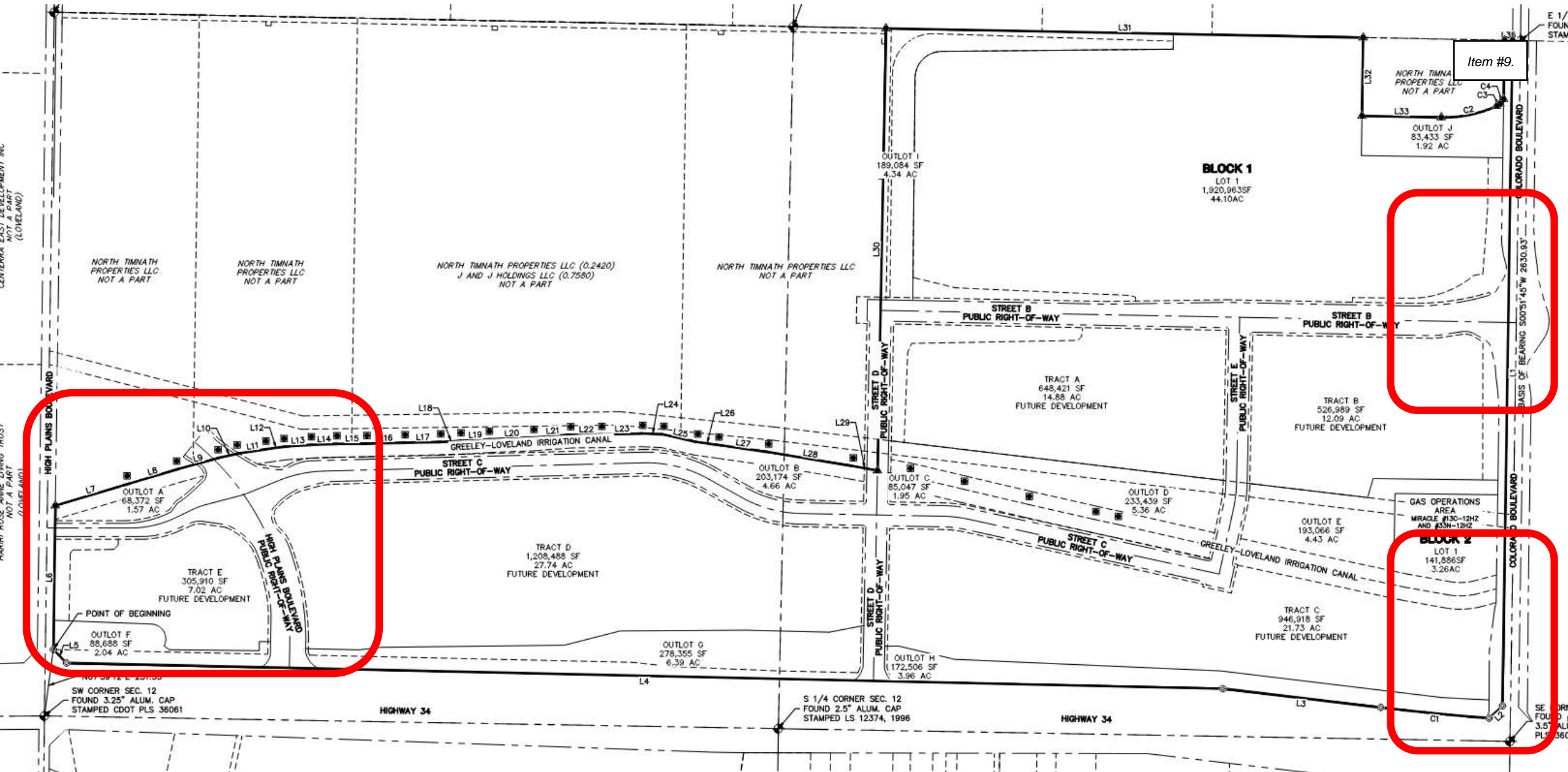


STAFF ANALYSIS

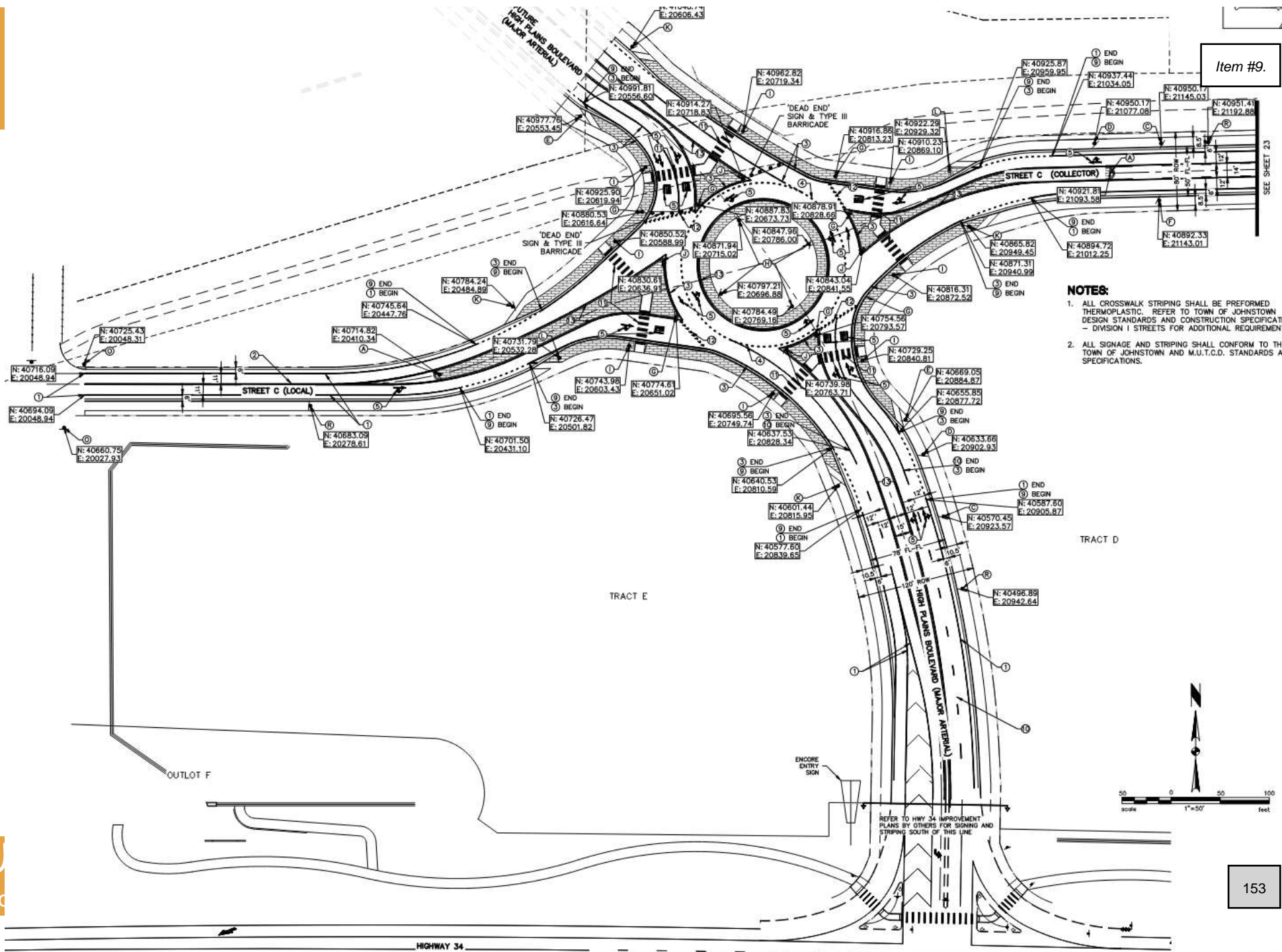
- Significant “off-site” improvements & coordination with external entities
- Complies with approved Encore ODP
- In substantial compliance with the Town’s codes, regulations, and requirements.
- Tracts create flexible future development options.
- Future development will address additional improvements, open space, trails and landscaping.

- Aligns with 2021 Johnstown Area Comprehensive Plan - Medium & High Intensity/Density Area and Activity Center





HIGH PLAINS BLVD & 34 + RAB

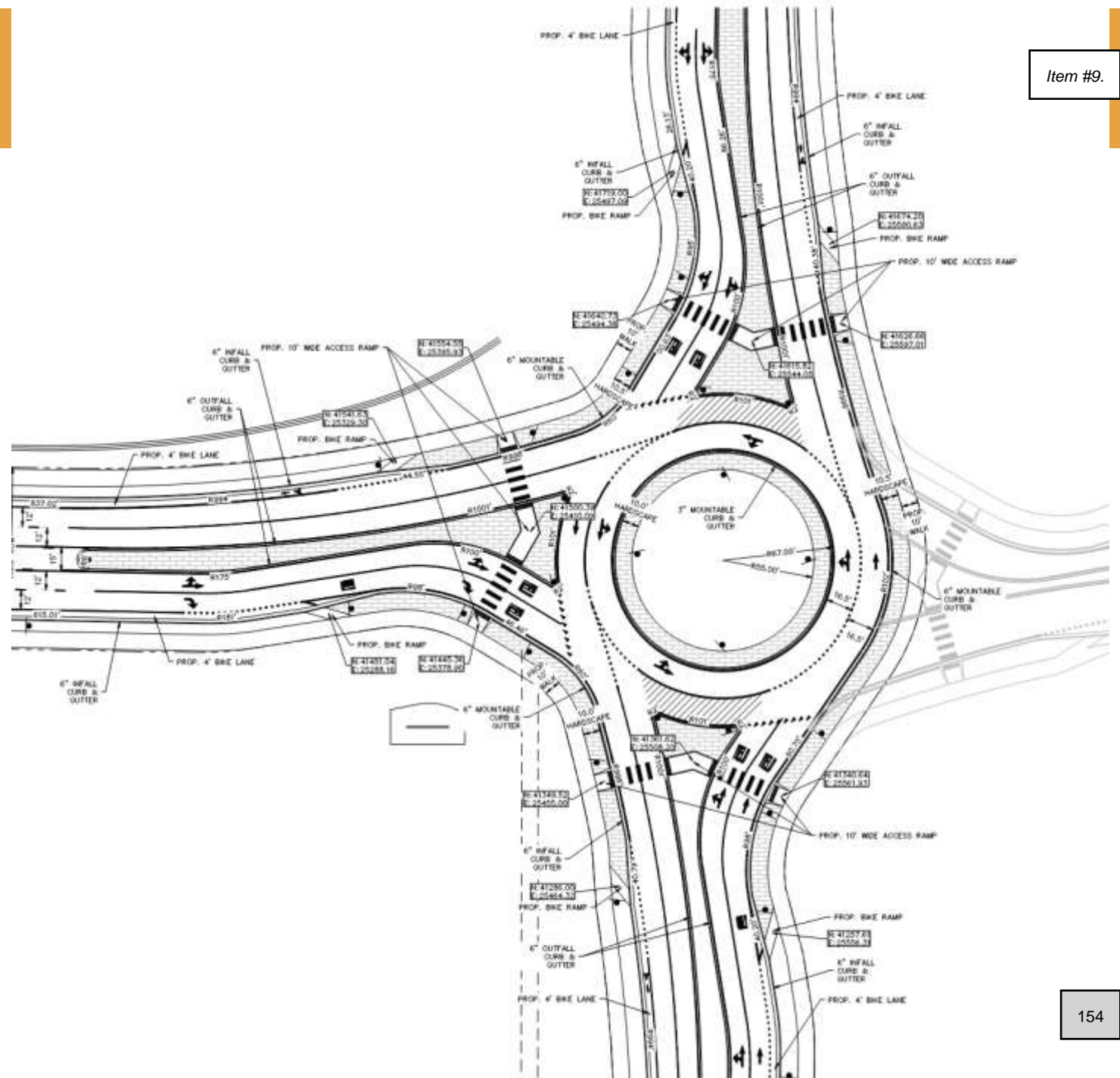


- NOTES:**
1. ALL CROSSWALK STRIPING SHALL BE PERFORMED THERMOPLASTIC. REFER TO TOWN OF JOHNSTOWN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS - DIVISION I STREETS FOR ADDITIONAL REQUIREMENTS.
 2. ALL SIGNAGE AND STRIPING SHALL CONFORM TO THE TOWN OF JOHNSTOWN AND M.U.T.C.D. STANDARDS AND SPECIFICATIONS.



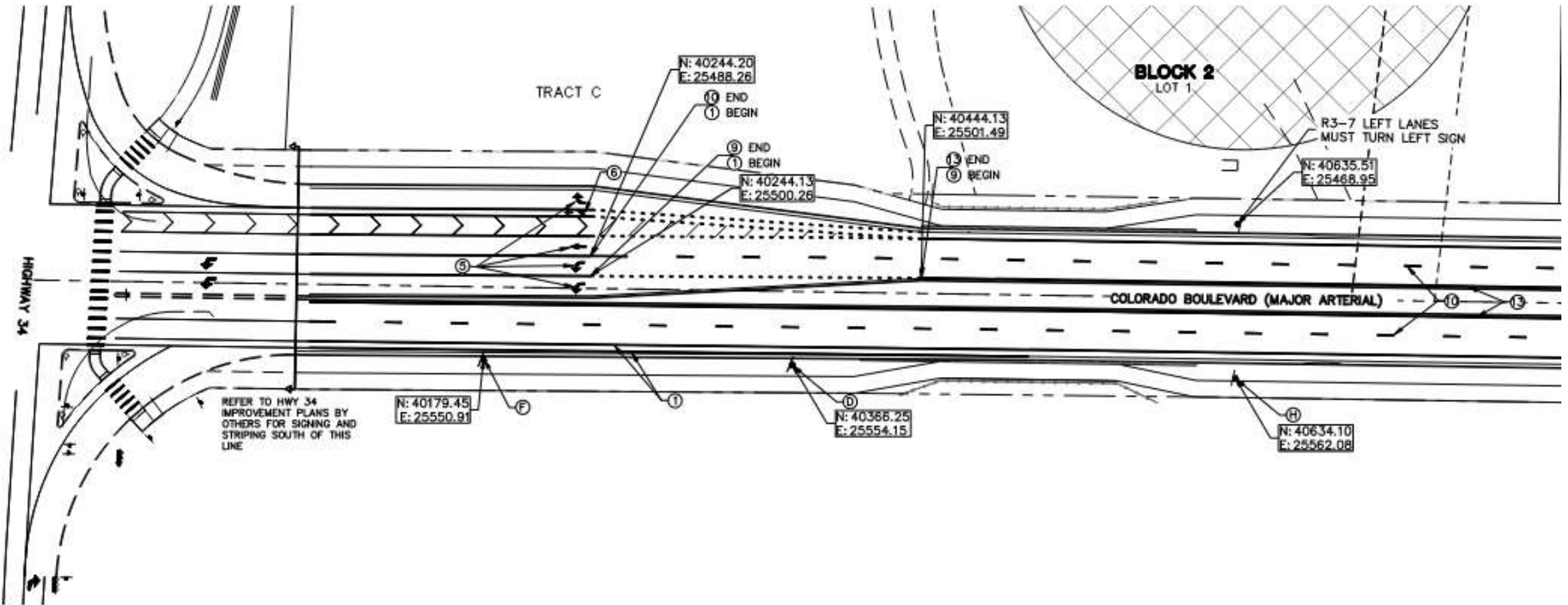
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COLORADO BLVD ROUNDABOUT



COLORADO BLVD & US 34

Item #9.

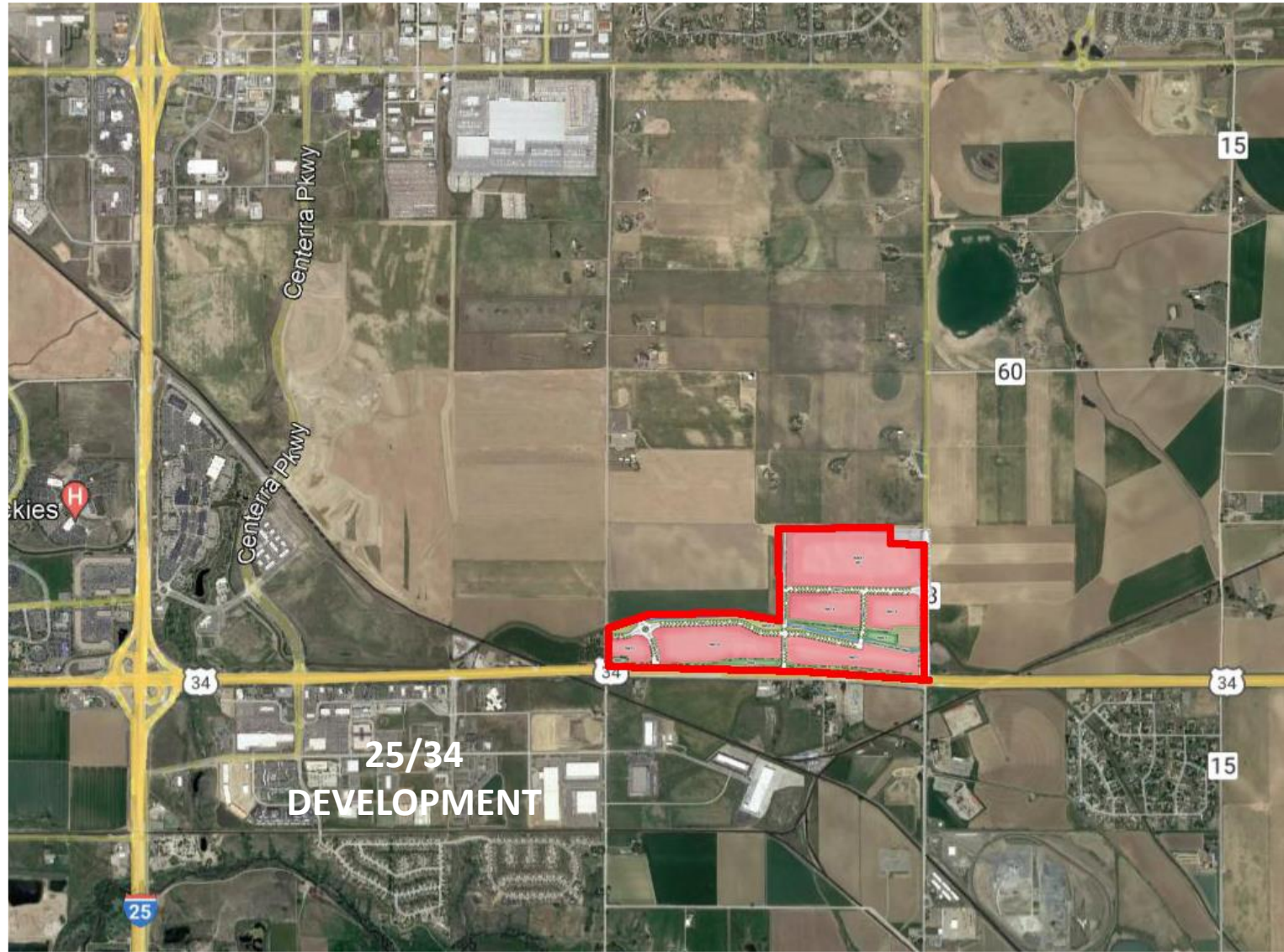


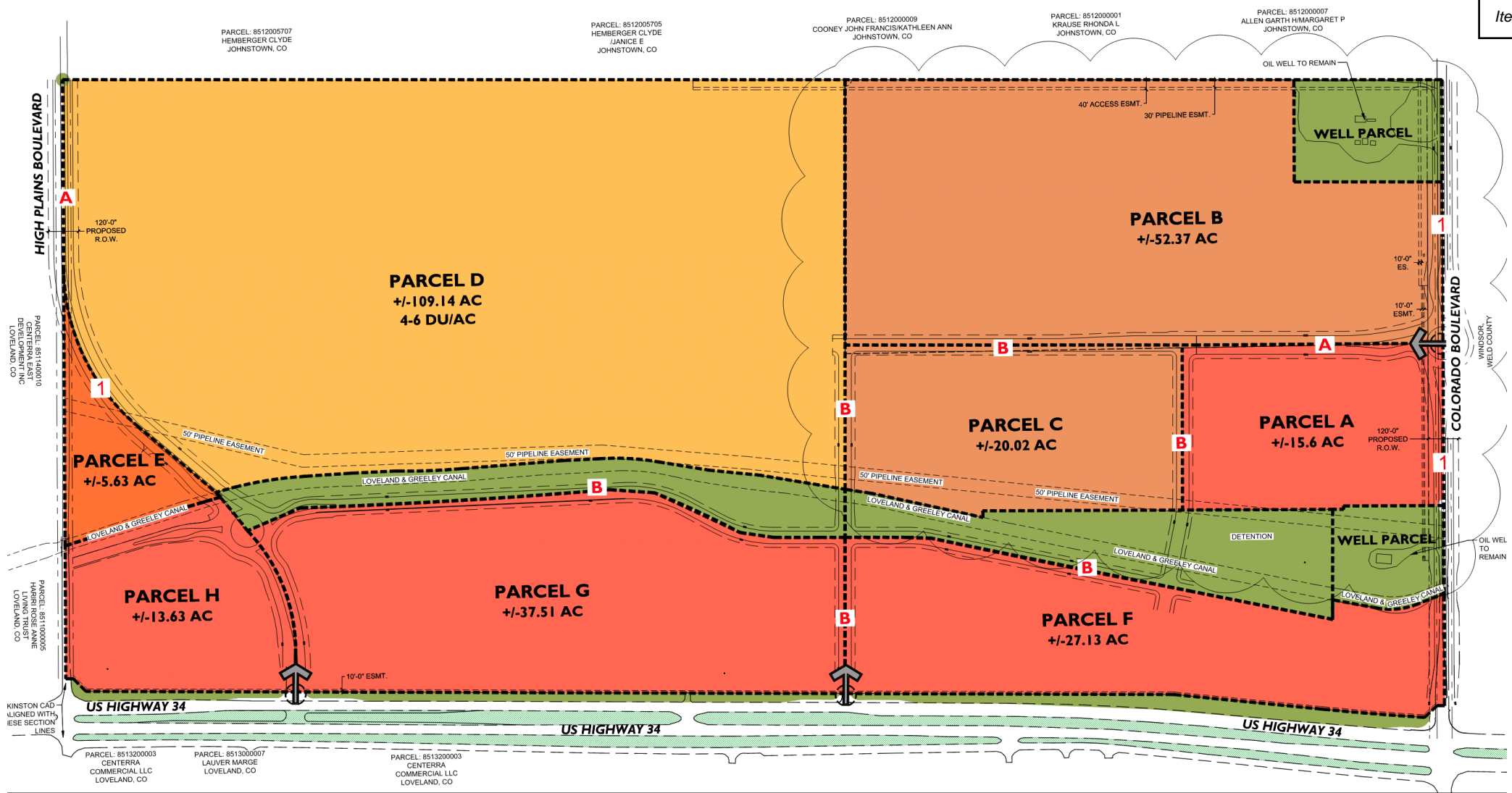
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encore

ENCORE PLATFORM TEAM:







SITE LEGEND SITE DATA PARCEL DESIGN INTENT OPEN SPACE PARKS & WALK/TRAILS

encore



Item #9.

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Item #9.

THANK YOU

THANK YOU



CONSTRUCTION STORMWATER INSPECTION - PRELIMINARY FINDINGS

Cert#: COR417546

Owner: 6037 Johnstown LLC

Legally Responsible Person: JD Padilla

Title: President

Permit Operator: Crow Creek Construction LLC

Legally Responsible Person: Joe Schumacher

Title: President

Facility: Purvis Farms

Inspector: Taylor Hukari

Address: North East Corner of Colorado Blvd and Highway 60 MS4/County: NA/Weld

Inspection Began: 6/6/2023 10:30 AM

Inspection Completed: ENTER

Persons Present: Roger Todd, Keaton Schumachur (Crow Creek); Jake Foster (CMS); Taylor Hukari (WQCD)

The purpose of division inspections is to evaluate and document compliance with the Colorado Water Quality Control Act and the CDPS General Permit for Stormwater Discharges Associated with Construction Activity. This report is the result of a "point in time" inspection and therefore only documents this facility's conditions, as they existed at the time of the inspection. Division inspection oversight does not pre-empt nor supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater within their jurisdiction.

During the inspection the division inspector held a closing conference and reviewed all alleged inspection findings with the facility representative. The inspector communicated the division's expectation that the facility representative initiate corrective actions immediately for all alleged inspection findings, in accordance with the provisions of the CDPS General Permit for Stormwater Discharges Associated with Construction Activity (the permit). The permittee must comply with the terms and conditions of the permit, and violations of such terms and conditions may subject the permittee to civil and criminal liability.

FEEDBACK REQUESTED

The division is aware that interactions with regulators / inspectors / government staff can be challenging and stressful. The division's inspectors continually strive to conduct themselves in a professional and unbiased manner. To that end, please take a few moments and complete a survey by copying this link into your browser <http://goo.gl/forms/8sFd81J9f1>. The results will help identify areas for improvement.

Records Review

Does the application have a different owner and operator? Yes

Was the stormwater management plan retained on site? was

Copy of the plan and supporting documents was provided to division on: June 6, 2023

Effective date of permit certification: July 18, 2022

Date land-disturbing activities began at the site: September 13, 2022

Planned disturbed acreage on the permit certification: 110

Estimated acres of disturbance at time of inspection: 100

Initial land disturbance date and estimated acres provided by/title: Keaton Shumachur/Project Manager

1. **Site Map:** The following items as required in Part I.C.2.a.vii of the permit were not adequately identified on the site map in the stormwater management plan.

- a. Locations of all structural control measures

Site Map Comments: The berm on the north side of the site was not identified on the site map.

2. **Stormwater Management Plan Review and Revisions:** A record of stormwater management plan changes were made as required by Part I.C.3 of the permit.

Stormwater Management Plan Review and Revisions Comments: Please make sure to be proactive with the revisions to the stormwater management plan. The stormwater management plan shows the majority of the revisions on 6/6/23, the day of the inspection.

3. **Site Inspections:** The inspector reviewed a subset of inspection records between March 7, 2023 and June 5, 2023. The inspection records reviewed were found to be adequate.

4. **Corrective Actions:** Corrective actions were not completed immediately for inadequate control measures in accordance with Part I.B.1.c. No additional information was provided to indicate why corrective actions could not be completed immediately, a schedule for installation or repair, or what interim steps were taken to minimize the discharge of pollutants. The following table demonstrates these timeframes:

Date Corrective Action Identified	Corrective Action Completed	# of Days Until Resolved
10/4/22	3/24/23-6/6/23	171-245
11/1/22	11/3/23-3/24/23	2-143
11/15/22	11/17/23	2
5/16/23	6/6/23	21

Field Review

Stormwater Discharge Pattern Observations: The following observations were made regarding how stormwater flows through the site and discharges off the site during the inspection.

1. Stormwater flows across the site as sheet flow. Discharge is to roadside ditches to the Little Thompson River. Ultimate discharge is to the South Platte River.

Field Findings: As required by Part I.B.1 of the permit, all control measures mentioned in the following findings must be selected, installed, implemented and maintained according to good engineering, hydrologic and pollution control practices, and consistent with the installation and implementation specifications identified in the stormwater management plan. These control measures must be adequately designed to provide control for all potential pollutant sources associated with the construction activity to prevent pollution or degradation of state waters. The following section provides a summary table of the field findings:

Inspection Field Findings Table

#	Field Observation	Pollutant Source	Control Measure Deficiency	Location	Pollutant Discharge Observation
1	Silt fence was not entrenched into the ground	Sediment from disturbed areas	Control measure was not installed per the specification (Part I.C.2.a.v)	North, east, and west perimeter of the site	a potential
2	Holes were observed in the silt fence where wire had been used to connect fence posts	Sediment from disturbed areas	Control measure was not maintained (Part I.B.1)	Perimeter of the site	a potential
3	No control measures were implemented for an area of disturbance left inactive for 14 or more days	Sediment from disturbed areas	Control measure was not implemented for the pollutant source (Part I.B.1)	Roads throughout the site; near the north perimeter; near the southwest corner of the site; north perimeter; irrigation ditch near crossing	a potential

Inspection Notes

- This inspection was conducted in response to a complaint (COM2023005) for no stabilization or activity on site.