



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Wednesday, September 09, 2020 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. John Cutler and Associates - 2019 Audit Presentation

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA

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

- [2.](#) Meeting Minutes - August 17
- [3.](#) August List of Bills
- [4.](#) Second Reading Ordinance 2020-182 An Ordinance Amending Articles I, II, III, V and VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances
- [5.](#) An Amendment to the IGA for conduct of Community Development Block Grant Program in Weld County between the County of Weld and the Town of Johnstown
- [6.](#) Planning and Zoning Commission Appointment

TOWN MANAGER REPORT

- [7.](#) September 9 Report

TOWN ATTORNEY REPORT

OLD BUSINESS

NEW BUSINESS

- [8.](#) **Public Hearing - First Reading** - Ordinance Number 2020-183 An Ordinance Amending Sections 7-121 and 7-138 of the Johnstown Municipal Code Concerning Rodent Pests

[9.](#) IGA Regarding an Alignment and Access Control Plan for High Plains Boulevard

[10.](#) Final Design of Highway 60 and I-25 Overpass Project Aesthetics

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

11. For a conference with the Town Attorney for the purposes of receiving legal advice on specific legal questions under C.R.S., Section 24-6-402(4)(b). - CDPHE

ADJOURN

INFORMATIONAL ITEMS ONLY

[12.](#)

WORK SESSION

[13.](#) Mission, Vision and Values

AMERICANS WITH DISABILITIES ACT NOTICE

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

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Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, August 17, 2020 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack led the Pledge of Allegiance.

ROLL CALL

PRESENT

Councilmember Chad Young
Councilmember Amy Tallent
Councilmember Jesse Molinar
Councilmember Kevin Lemasters
Councilmember Troy Mellon

ABSENT

Councilmember Damien Berg

STAFF PRESENT: Matt LeCerf, Manager; Avi Rocklin, Attorney; Commander Aaron Sanchez; Marco Carani, Public Works Director; Mitzi McCoy, Finance Director; Kim Meyer, Planning Director; and Jamie Desroiser, Communication Manager

AGENDA APPROVAL

Item Number 10 the IGA Regarding an Alignment and Access Control Plan for High Plains Boulevard was removed. Motion made by Councilmember Mellon, Seconded by Councilmember Lemasters to approve the amended Agenda. Motion carried with a roll call vote.

SPECIAL PRESENTATIONS

1. Presentation from Johnstown Downtown Development Association

PUBLIC COMMENT

Elizabeth Hunter, resident, asked the Council and Mayor how they will respond if violent protests and riots appear in Johnstown.

Commander Sanchez shared with Council, the Johnstown Police are aware of protests and demonstrations in surrounding communities and will be reactive when necessary.

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CONSENT AGENDA

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

2. Meeting Minutes August 3, 2020
3. July Financials
4. Second Reading Ordinance 2020-181
5. Resolution 2020-23 a Resolution directing that the eastern portion of Riverwalk Circle, a street in the Thompson River Ranch Subdivision, be changed to Abbotswood Drive for public safety purposes
6. Intergovernmental Agreement concerning Library Services between the Town and High Plains Library District

TOWN MANAGER REPORT

Staff comments: The Town Clerk notified Council a Petition for Annexation submitted by Podtburg Dairy Limited Partnership and Mary Knutson was filed with the Town February 28, 2020. As per C.R.S. Section 31-12-107(f) requires that the Town Clerk refer the petition to the Town Council, and the matter is hereby referred. Town staff anticipates presenting a resolution to Town Council to set a public hearing in the near future.

NEW BUSINESS

8. Discussion - Use of Senior Center – Staff will work with the TRPR to enter into an agreement that would permit use of the Senior Center for the purposes of providing virtual learning to RE5-J elementary students.
9. Public Hearing - Ordinance 2020-182, An Ordinance Amending Articles I, II, III, V, and VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances

The proposed ordinance is a request from the Johnstown Police Department to revise the nuisance provisions in the Municipal Code to set forth more streamline procedures.

Mayor Lebsack opened the public hearing and having no public comment closed the hearing.

Motion made by Councilmember Young, Seconded by Councilmember Lemasters to approve Ordinance Number 2020-182, Ordinance Amending Articles I, II, III, V and VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances on first reading. Motion carried with a roll call vote.

10. An Agreement between the Town of Johnstown and the Johnstown Downtown Development Association

Councilmember Amy Tallent recused herself from the meeting due to her involvement with the Johnstown Downtown Development Association.

The Johnstown Downtown Development Association presented a request to Town Council, in February 2020, to consider financial support. The Council was supportive of the request; however, the Johnstown Downtown Development Association was not a formally established entity and the Town could not enter into an agreement. Since this time the Johnstown Downtown Development Association is now incorporated and able to enter into a formal

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agreement. The proposed contribution for 2020 is \$10,000. Motion made by Councilmember Lemasters, Seconded by Councilmember Young to approve the agreement concerning Economic Development between the Town of Johnstown and the Johnstown Downtown Development Association. Motion carried with a roll call vote.

11. Resolution 2020-24 Resolution Authorizing a Loan from the Town of Johnstown General Fund to the Town of Johnstown Sewer Activity Enterprise and the Execution of a Promissory Note
Resolution 2020-24 will authorize a loan from the General Fund to the Sewer Fund. The loan is for the amount of \$9.5 million, and will be used for Phase 1 of the sanitary sewer expansion project. The Sewer Activity Enterprise Fund will repay the general fund over 10 years with 1% interest included. Motion made by Councilmember Molinar Jr, Seconded by Councilmember Young to approve Resolution 2020-24, Authorizing a Loan from the Town of Johnstown General Fund to the Town of Johnstown Sewer Activity Enterprise and the Execution of a Promissory Note. Motion carried with a roll call vote.
12. Resolution 2020-25 A Resolution Authorizing Payment from the Town of Johnstown General Fund to the Town of Johnstown Sewer Activity Enterprise for the Sewer Tap Fee and Regional Sewer Fee associated with the Town of Johnstown Community Recreation Center
Resolution 2020-25 will authorize for the payment of the sanitary sewer tap fee and a regional sewer fee from the general fund to the sanitary sewer fund for connection into the Town's sewer system by the Johnstown Community Recreation Center. The total cost for this tap is \$500,000. Motion made by Councilmember Lemasters, Seconded by Councilmember Young to approve Resolution 2020-25 A Resolution Authorizing Payment from the Town of Johnstown General Fund to the Town of Johnstown Sewer Activity Enterprise for the Sewer Tap Fee and Regional Sewer Fee associated with the Town of Johnstown Community Recreation Center. Motion carried with a roll call vote.

ADJOURN

There being no further business the meeting adjourned at 8:00 p.m.

Mayor

Town Clerk

Town of Johnstown
List of Bills - July 24, 2020 - August 21, 2020

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement agreement	ADM	42,185.37
4990 Ronald Reagan LLC	Substation lease	PD	1,519.75
5280 VIP Express	Grant	ADM	10,000.00
A & E Tire Inc	Tires	PW/PD	802.45
Ace Hardware	Supplies	PW	1,125.91
Adamson Police Products	Office equipment	PD	1,222.21
Anchor Auto Glass & Tint, LLC	Windshield repair	PD	278.37
Aqua Engineering	Sewer expansion design	PW	43,352.40
Arapahoe Rental	Supplies	PW	39.99
BHA Design Incorporated	I-25/60 design	PW	1,705.50
BPS Tactical, Inc.	Uniforms	PD	522.00
Brandon Copeland	Professional services	ADM	788.52
Browns Hill Engineering & Controls	SCADA work & repairs	PW	10,436.40
Card Services	Supplies	ALL	5,322.38
Caselle, Inc	Software support	ADM	1,552.00
CDPHE, Water Quality Control Division	Permit renewal & fees	PW	11,110.00
Central Square Technologies	Software	ADM	5,077.28
Central Weld County Water District	Water purchase	PW	594.30
CenturyLink	Alarms	PW	249.47
Chad W. Young	Reimbursement	ADM	67.20
Cintas	Mat service	PW	318.34
Cirsa	Insurance	PD	190.79
Colo. Dept. Of Public Health	Lab testing	PW	1,149.00
Colorado Analytical Labs	Lab testing	PW	525.00
Colorado Dept of Agriculture	Police equipment	PD	128.00
Colorado Greenbelt Management	Lawn maintenance	PW	1,375.00
Connected Chiropractic	Grant	ADM	5,600.00
Connell Resources, Inc.	Cmar work/design & cost estimates	PW	120.00
Consolidated Home Supply Ditch & Core & Main	Professional services	PW	734.40
	Hydrant parts	PW	375.96
Coulson Excavating Co Inc	Asphalt repairs	PW	3,084.48
CSG Systems Inc.	Supplies	ADM	228.65
Dana Kepner Co.	Hydrant meters & repairs	PW	1,833.00
DBC Irrigation Supply	Irrigation supplies	PW	1,141.89
DES Pipeline Maintenance, LLC	Grease removal	PW	562.50
DPC Industries Inc	Chemicals	PW	31,607.53
Dunrite Excavation Inc.	Hydrant meter refund	PW	1,500.00
Employers Council	Membership & training	ADM	7,365.00
Entenmann-Rovin Co.	Office equipment	PD	248.00
Environmental Syst. Research I, Inc	Annual subscription	ADM	400.00
First Class Security Systems	Fire system monitoring	ADM	323.48
Flowers For 3 Greenhouse	Flowers for town hall	PW	172.10
Front Range Roofing Systems LLC	Roof repair	PW	1,650.00
Frontier Fertilizer & Chemical	Weed spray	PW	255.01
G & M Implement, Inc.	Mower	PW	17,995.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Gamez, Shirley Newsom	Mileage	ADM	65.00
Glenn A. Jones Library	Monthly support	LIB	85,221.66
Gopher Excavation, Inc.	HWY 60 water line repairs	PW	6,993.00
Grainger, Inc.	Supplies, equipment and repairs	PW	1,955.11
Greeley Lock and Key	Building keys	PD	29.90
Ground Engineering Consultants	Asphalt testing for CR 50	PW	3,385.00
H & R Repair	Supplies	PD	205.00
Hays Market	Supplies	PW	29.66
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	9,619.93
High Pointe Companies LLC	Weed mowing	PD	3,700.00
Hill & Robbins, PC	Billback - Legal Services	ADM	822.50
Home Depot Pro	Supplies	PW	614.76
Hotsy Equipment Of Northern Co	Pressure washer repair	PW	60.00
IMEG Corp	Billback - Engineering services	ADM	157,496.50
IMEG Corp	Sewer design	PW	147,706.50
Infosend, Inc.	Sales tax change & utility billing	ADM	8,134.97
Insight North America, LLC	Investment services	ADM	3,025.56
Intermountain Sales of Denver, Inc.	Metal detector	PW	2,002.00
Interstate Battery of the Rockies	Battery	PW	126.95
J&S Contractors Supply Co.	Street signs	PW	1,853.50
John Deere Financial	Tractor parts & service	PW	609.52
Johnstown Breeze	Publications	ADM	2,936.24
Johnstown Chiropractic	Grant	ADM	10,000.00
Johnstown Downtown Dev. Assn.	Support	ADM	1,500.00
J-U-B Engineers, Inc.	South tank design	PW	85,348.60
Kelly Supply Co	Repairs & parts	PW	387.33
Kinsco, LLC	Supplies, uniforms & equipment	PD	1,067.71
L G Everist Inc	Gravel	PW	2,907.46
LaCouture, Inc.	Rec Center consulting	YMCA	21,504.00
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	58,596.48
Law Office of Avi Rocklin LLC	Legal services	ADM	6,779.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	6,534.00
Lawn Police Lawn & Landscape	Weed mowing	PD	453.15
Leads Online	Subscription	PD	1,488.00
Legacy Mechanical, Inc.	AC repair town hall	PW	2,978.18
Lexipol, LLC	Policy update	PD	3,251.00
Linx	Repair projector	ADM	245.00
Logan Simpson	Comp plan	ADM	11,696.40
Logikco LLC	Background checks	ADM	500.00
Loveland Barricade LLC	Pavement marking & signs	PW	7,530.00
Lowe's	Supplies	PW	129.14
Mac Equipment	Fuel & parts	PW	206.57
Mares Auto Inc.	Tire repair	PD	745.00
Martin & Sons Excavation Inc.	Hydrant meter refund	PW	1,500.00
Milliken Johnstown Electric	Building repairs & maintenance	PW	1,328.29
Motorola Solutions, Inc.	Police equipment	PD	7,176.80
Mountain States Pipe & Supply	Meter parts	PW	7,542.29
Nalco Company LLC	Chemicals	PW	5,111.70

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Napa Auto Parts, Inc	Vehicle supplies	PD/PW	1,843.49
Northern Colorado Constructors, Inc.	Gauge at Chapman Reservoir	PW	7,860.00
Northern Safety Co Inc	Safety gear & hand sanitizer	PW	790.34
Office Depot Business Credit	Office supplies	ALL	703.86
Otak	Little Thompson River Trail design	PW	9,354.18
Perkins+Will, Inc.	Rec Center - professional services	YMCA	31,666.20
Pioneer	Rock & gravel	PW	925.17
Poudre Valley REA	Utilities	PW	13,447.84
ProCode Inc.	Building inspection services	ADM	12,750.00
Purchase Power	Postage meter	ADM	260.60
R.H. Crown Co., Inc.	Supplies	PW	48.99
Ramey Environmental Compliance Inc.	ORC Services & repairs	PW	31,408.95
REACH Media Network	YMCA Equipment	YMCA	1,577.00
Rhinehart Oil Co., Inc.	Fuel	ALL	6,666.46
Rock Soft Chenille & Embroidery	Gear	PW	300.94
RockSol Consulting Group Inc.	I-25 & 402	ADM	3,434.03
Ross Sutherland	Building permit refund	ADM	2,167.20
Royal-T	Jet services	PW	110.00
Sam's Club MC/SYNCB	Supplies	ALL	920.34
Sanders Construction	Hydrant meter refund	PW	1,500.00
Slocum, Doug	Uniforms	PD	162.92
Striglos	Computer parts	ALL	1,780.00
Summit Graphics	YMCA banner	YMCA	2,991.95
Tait & Associates, Inc.	CDOT water line design	PW	52,294.80
Tait & Associates, Inc.	Old town storm design	PW	78,937.60
TDS	Telephone/modem	ALL	1,693.48
The Harry Lateral Ditch Company	Review costs	PW	1,800.00
The Home Depot/GECE	Supplies	PW	666.87
The Tree Guys LLC	Tree trimming	PW	10,100.00
Thompson Ranch Development	Reimbursement agreement	ADM	71,695.73
TimberLAN	IT services	ALL	1,500.00
T-Mobile	Mobile internet	PD	23.14
Trugreen Chemlawn	Chemicals	PW	2,961.00
UC Health	Lab testing	PD	318.80
UGSI Chemical Feed, Inc.	Pump rental	PW	1,550.00
USA Bluebook	Supplies	PW	195.74
Utility Notification Center	Locates	PW	549.81
Utility Refund	Utility refund	ADM	5,127.97
Veris Environmental, LLC	Sludge removal	PW	3,619.80
Verizon Wireless	Cell phones	PD/PW	3,036.07
Warehouse Supply Inc	Supplies & tools	PW	190.15
Waste Management	Trash services	PW	59,592.51
Waste Management	Port-a-lets	PW	576.54
Weld County Clerk & Recorder	Registration	PD	25.17
Weld County Public Safety IT	RSA Tokens	PD	271.24
Windstream	Telephone/internet	ALL	1,168.78
Winters, Hellerich & Hughes, L	Prosecuting attorney services	ADM	4,792.50
WR Investment, LLC	Reimbursement agreement	ADM	92,000.00

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Xcel Energy	Utilities	PW	78,555.33
YMCA of Northern Colorado	Equipment & supplies	YMCA	24,204.47
Yost Cleaning	Monthly cleaning service	ALL	1,919.00
			<hr/>
			1,531,971.45



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 9, 2020

SUBJECT: Second Reading Ordinance 2020-182

PRESENTED BY: Town Manager, Town Attorney

**This ordinance was introduced to Council at the August 17, 2020 Council meeting. The proposed Ordinance arises from a request by the Johnstown Police Department to revise the nuisance provisions in the Johnstown Municipal Code to set forth more streamlined procedures.*

- *Removes Town Council from the process, except for consideration of an appeal of an assessment;*
- *Allows an “Authorized Inspector,” defined as the Town Manager, a police officer, code enforcement officer, or other Town personnel authorized by the Town Manager, to declare and require abatement of nuisances;*
- *Sets forth simplified and explicit procedures for service of a notice to abate a nuisance along with a general timeline for abatement;*
- *Creates an appeal process whereby a person challenging a notice to abate may file an appeal with the Town Manager and then, if the Town Manager’s decision is disputed, with the Municipal Court;*
- *Allows the Town to abate nuisances that are not abated by the property owner and recover the cost of the abatement as well as an administrative fee;*
- *Provides for the imposition of a lien to collect unrecovered assessments;*
- *Allows the Town to cite a person into Municipal Court in addition to or in lieu of a requirement to abate the nuisance; and*
- *Designates the Town Council as the local advisory board pursuant to the Colorado Noxious Weed Act, §§ 35-5.5-101, et seq.*

LEGAL ADVICE: This ordinance was drafted by the Town Attorney

FINANCIAL ADVICE :
N/A

The Community That Cares

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TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-182

**AN ORDINANCE AMENDING ARTICLES I, II, III, V AND VI OF
CHAPTER 7 OF THE JOHNSTOWN MUNICIPAL CODE
CONCERNING NUISANCES**

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

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

WHEREAS, Town Council recognizes that certain of the nuisance provisions contained in the Johnstown Municipal Code may be updated to reflect current practice and, among other revisions, omit the involvement of Town Council in the declaration and abatement of nuisances; and

WHEREAS, based on the request of the Johnstown Police Department, Town Council desires to amend and modify Articles I, II, III, V and VI of Chapter 7 of the Johnstown Municipal Code; and

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

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

Section 1. Article I of Chapter 7 of the Johnstown Municipal Code shall be deleted and replaced in full with the following:

ARTICLE I - Administration and Abatement of Nuisances

Sec. 7-1. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Abatement means the act or process of putting an end to, or reducing in degree or intensity of, any nuisance.

Authorized inspector means the Town Manager, a police officer, code enforcement officer, or other Town personnel authorized by the Town Manager to inspect and examine public or private property in the Town to ascertain the nature and existence of any nuisance. Authorized inspectors may issue notices of violations, give verbal direction and implement other enforcement actions pursuant to this Chapter.

Code enforcement officer means any officer(s) or employee(s) of the Town designated or authorized by the Chief of Police or by the Chief's authorized representative to enforce the provisions of the Code.

Nuisance means a thing, act, failure to act, occupation, activity, condition or use of any building, land, substance or property which:

- (1) The continuous use or condition of which presents a substantial danger or hazard to the health, safety or welfare of the community, or works some substantial annoyance, inconvenience or injury to the public; or
- (2) The continuous use or condition of which violates any ordinances of the Town; or
- (3) Shall otherwise constitute or be known or declared a nuisance by state statutes or the ordinances of the Town; or
- (4) Pollutes or contaminates any surface or subsurface waters; or
- (5) The activity, operation or condition of which, after being ordered abated, corrected or discontinued by a lawful order of any authorized inspector, department or officer of the Town, continues to be conducted or continues to exist.

Occupant means and includes any person occupying the whole or part of a building, premises, or land, whether alone or with others.

Owner means any person owning, leasing, occupying, residing or having the right to possession and/or control of any property located within the Town boundaries, including agents of such persons.

Person means any individual, corporation, partnership, association, organization or other entity owning, occupying, keeping, leasing or having control of real property or any improvements thereon located within the Town boundaries.

Property means the owner's lot, tract or parcel of land in the Town, whether improved or vacant, and the area to the center of an alley abutting the lot or tract of land, if any, all easements of record, and the side lot, curb, gutter and parking area of any street abutting such lot or tract of land.

Property owner means the person who owns the property pursuant to the county real estate records. For purposes of this Chapter, unless the context otherwise provides, the term *property owner* may be distinct from the phrase *owner of property*, the latter being inclusive of all persons included in the definition of *owner*.

Public place means any place commonly or usually open to the general public or which is accessible to members of the general public.

Refuse means any grass clippings, leaves, hay, straw, manure, shavings, paper, ashes, containers, boxes, glass, cans, bottles, garbage, waste and discarded building and construction materials, and all other items of whatever kind or nature whatsoever which are commonly known as rubbish, garbage, trash or waste. For purposes of this definition, *building and construction materials* mean plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire, metal binding, sacks and all other items which are commonly known as building and construction materials.

Rubbish means any type of debris, refuse, trash, waste or rejected matter.

Trash means any worn out, broken up or used refuse, rubbish, toppings, twigs, leaves of trees or worthless matter or material.

Sec. 7-2. Prohibition of nuisances; abatement; separate offenses.

No person shall make or cause any nuisance to exist, and no person, being the owner or occupant or having under his or her control any property within the limits of the Town, shall maintain or allow any nuisance to be or remain thereon. All nuisances shall be abated or removed. A person shall be guilty of a separate offense for every 24-hour period after notice is given to abate the same.

Sec. 7-3. Ascertaining nuisances for trade, business or manufacturing.

Whenever the pursuit of any trade, business or the manufacturing or maintenance of any substance or condition of things is, upon investigation, considered by the Town Manager, or his or her designee, dangerous to the health of any of the inhabitants of the Town, the same shall be considered a nuisance.

Sec. 7-4. Filing complaint.

In addition to or in lieu of any procedure for abatement, an authorized inspector may file a direct complaint of nuisance with the Municipal Court by issuance of, or by authorizing a police officer or code enforcement officer to issue, a summons and complaint.

Sec. 7-5. Right of entry.

- (a) Authorized inspectors, with probable cause, may enter upon or into any property to examine the same and to ascertain whether a nuisance exists. In the event that the owner or occupant refuses entry after a request to enter has been made, the authorized inspector is hereby empowered to seek assistance from the court, including the Municipal Court, to obtain a search warrant for such entry.
- (b) If there is probable cause to believe that an apparent nuisance constitutes an immediate danger to public health or public safety, the authorized inspector is authorized to enter upon the property, without giving prior notice, and may take any and all measures necessary to abate or remove the nuisance.
- (c) No person shall deny an authorized inspector entry to property when conditions exist under Subsection (b) above or when entry is made pursuant to a lawful search warrant.
- (d) Authorized inspectors who lawfully perform duties in good faith under this Chapter shall be free from any action or liability on account thereof.

Sec. 7-6. Abatement of nuisance; procedures.

- (a) Notice of abatement. An authorized inspector, upon the discovery of any nuisance on property in the Town, shall notify the owner or occupant in writing, requiring the owner or occupant to abate or remove the nuisance within the time specified in the notice.
 - (1) Time for abatement.
 - A. The time for abatement of a nuisance posing an imminent danger of damage or injury to or loss of life, limb, property or health shall require the owner to immediately abate or remove the nuisance from the property.
 - B. Except as provided above or as otherwise provided in this Chapter, the reasonable time for abatement shall not exceed seven (7) days unless it appears from the facts and circumstances that compliance could not reasonably be made within seven (7) days or that a good faith attempt at compliance is being made.

- (2) If the owner fails to abate the nuisance as provided in the notice, the Town may abate or remove the nuisance as provided in this Section.
- (3) In no event shall the notice described in this Section be required prior to issuance of a summons and complaint.
- (b) Service of notice. An authorized inspector shall serve a written notice to abate by any one or more of the following methods:
- (1) Personally delivering a copy of the notice to the property owner;
 - (2) Personally delivering a copy of the notice to the non-owner occupant of the property and mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the property owner as reflected in the county real estate records;
 - (3) Mailing a copy of the notice by certified mail, return receipt requested, to the last known address of the property owner as reflected in the county real estate records if the property is unoccupied, and posting a copy of the notice in a conspicuous place at the unoccupied property; or
 - (4) If the property owner's address is not readily available, posting a copy of the notice in a conspicuous place at the property.
- (c) Delivery of notice. Notice shall be deemed delivered on the date of personal delivery, three (3) days after deposit in the mail or upon posting, whichever is earlier.
- (d) Contents of notice. Notice issued pursuant to this Section shall describe the condition that is a nuisance and the time in which the condition is to be abated or removed from the property and shall contain a statement that, if the nuisance is not abated or removed within the time period allotted therein, the Town may abate or remove the nuisance and recover the costs of abatement plus an administrative fee.
- (e) Procedure for protest and abatement.
- (1) The person duly served with notice of a nuisance may protest such designation no later than 24 hours before the expiration of the final date to abate the nuisance named in the notice to abate. The protest must be filed in writing with the Town Manager and be conspicuously designated as such.
 - (2) Upon receipt of a protest, the Town Manager shall, within a reasonable time, determine whether the matter set forth in the notice constitutes a nuisance and provide written notice of the decision to the protestor. If the Town Manager determines that the matter does not constitute a nuisance, the person shall not be required to abate the same. If the Town Manager declares that the matter constitutes a nuisance, the person shall promptly abate the nuisance within three (3) days, unless the Town Manager extends the deadline or an appeal is filed with the Municipal Court as set forth below.
 - (3) In the event the person served with the notice to abate a nuisance desires to protest the Town Manager's declaration of nuisance, such person has the right to appeal the decision solely regarding the legal issue of the existence of a nuisance. Such protest must be filed in writing with the Municipal Court within three (3) days of the declaration of nuisance by the Town Manager.
 - (4) If no protest is made or appealed and/or the nuisance is not abated as set forth herein, the Town Manager may declare the subject of the notice to be a nuisance and order the Chief of Police,

the Chief's designee or other authorized personnel to abate the nuisance. Such person shall have the authority to call for the necessary assistance and incur the necessary expenses therefor.

Sec. 7-7. Emergency abatement.

Notwithstanding any other provision contained in this Article, whenever the Town determines that any real property or any building, structure or condition thereon is dangerous or constitutes an immediate threat to public health or safety, the Town shall, without being required to observe the provisions of this Article with reference to abatement procedures, immediately and forthwith abate such nuisance or condition. Where the abatement of such condition is immediately required, the Town shall prepare a statement of costs in respect thereto, and serve it upon the property owner, utilizing the cost recovery and assessment procedure set forth in this Article.

Sec. 7-8. Town owned property.

The Town shall abate all nuisances found to exist on property owned by the Town as soon as practicable.

Sec. 7-9. Assessment of costs.

- (a) Upon the completion of an abatement by the Town, a description of the work performed shall be provided in a written report to the Town Manager. The report shall include a clear statement of the work performed and the expense incurred in abating the nuisance.
- (b) After considering the report of costs, the Town Manager shall determine and assess the whole cost for the abatement of the nuisance, including an administrative fee and other incidental costs in connection therewith, upon the property from which the nuisance was abated.

Sec. 7-10. Notice of assessment.

The Town, as soon as practicable after the assessment is made, shall send notice of such assessment by certified mail, return receipt requested, addressed to the property owner at the last known address as reflected in the county real estate records or, if there is no known address, to the address of the subject property. The notice shall contain the name of the owner, state that work has been performed pursuant to this Chapter, include the report of costs and the assessment, demand payment of the assessment and advise that, if the assessment is not paid within thirty (30) days after receipt, the assessed amount shall become a lien against the property once the assessment is certified to the County Treasurer. The notice shall be deemed to be received three (3) days after notice is sent.

Sec. 7-11. Payment of assessment.

- (a) The property owner shall pay the assessment within thirty (30) days after receipt of such notice. If payment is not made, the property owner shall be personally liable for the amount of the assessment. The same shall be a lien upon the respective property from the time of such assessment until it is paid, and the Town shall have all remedies for collection thereof provided by state statutes for the purpose of having the same placed upon the tax list and collected in the same manner as taxes are collected. The assessment shall have priority over all other liens except general taxes and prior special assessments.
- (b) The amount of an assessment shall be made payable to the Town and submitted to the Town Clerk at any time before the tax list is placed in the hands of the County Treasurer, but thereafter must be paid only to the County Treasurer.

Sec. 7-12. Objection to assessment; hearing.

In the event the property owner desires to object to the assessment, the property owner shall, within thirty (30) days after the receipt of a notice of assessment, file a written objection thereto with the Town Clerk, who shall thereupon designate a regular meeting of the Town Council as the date when said property owner may appear and have a hearing before the Town Council.

Sec. 7-13. Certified assessment.

In case the property owner fails to pay an assessment within the required time as provided above, the Town shall certify the amount of the assessment to the County Treasurer, who shall collect the assessment as provided for by state law for the collection of delinquent general taxes.

Sec. 7-14. Cumulative remedies; concurrent remedies.

- (a) No remedy provided herein shall be exclusive, but the same shall be cumulative. The taking of any action hereunder, including a charge or conviction of a violation of this Chapter in the Municipal Court, shall not preclude or prevent the taking of other action hereunder to abate or enjoin any nuisance found to exist.
- (b) Whenever a nuisance exists, no remedy provided for herein shall be exclusive of any other charge or action, and, when applicable, the abatement provisions of this Article shall serve as and constitute a concurrent remedy over and above any charge or conviction of any municipal offense or any other provision of law. Any application of this Chapter that is in the nature of a civil action shall not prevent the commencement or application of any other charges brought under this Code or any other provision of law.

Sec. 7-15. Specific nuisances not exclusive.

The enumerated nuisances described in this Chapter are not exclusive, and nuisances not otherwise described herein shall be subject to the provisions of this Chapter.

Sec. 7-16. Violations and penalties.

Any person who violates any provision of this Chapter, unless otherwise provided herein, shall be punished in accordance with the provisions of Section 1-62 of the Code.

Secs. 7-17 - 7-20 Reserved.

Section 2. Article II of Chapter 7 of the Johnstown Municipal Code shall be deleted and replaced in full with the following:

ARTICLE II – Specific Nuisances

Sec. 7-21. Accumulation to constitute nuisance.

Whenever there exists in or upon any public or private property within the limits of the Town any damaged merchandise, litter, trash, rubbish, garbage, wrecked car, inoperable car or other wrecked vehicle, or an accumulation of junk vehicles or junk of any type, except in areas specifically zoned for said purposes or otherwise designated by the Town for such purposes, the existence of any such material or items shall hereby constitute a nuisance.

Sec. 7-22. Posting handbills, posters and placards.

Any handbill, poster, placard or painted or printed matter which is stuck, posted or pasted upon any public or private property or other building or upon any fence, power pole, telephone pole or other

structure without the permission of the owner shall constitute a nuisance. Exceptions include handbills, posters and placards placed by any governmental entity or utility (e.g., cable, telephone, gas, electric) for the purpose of informing the public of dangerous conditions or activities, construction notifications and other public information deemed necessary for the good of the general public.

Sec. 7-23. Streets, streams and water supply.

No person shall throw or deposit, or cause or permit to be thrown or deposited, any offal composed of animal or vegetable substance or both, any dead animal, excrement, garbage, trash or other offensive matter upon any street, avenue, alley, sidewalk or other public or private property. No person shall throw or deposit or cause or permit to be thrown or deposited in the Town any such items, or any other substance that would tend to have a polluting effect, into the water of any stream, ditch, pond, well, cistern, trough or other body of water, whether artificially or naturally created, or so near any such place as to be liable to pollute the water. Any item thrown or deposited in violation of this Section is hereby declared to be a nuisance.

Sec. 7-24. Stagnant ponds.

No person shall permit or maintain stagnant water on property within the Town limits, and any such allowance or maintenance is hereby declared to be a nuisance. Every owner of property within the Town is hereby required to drain or fill up said property whenever the same is necessary so as to prevent stagnant water or other nuisance accumulating thereon.

Sec. 7-25. Sewer inlet.

No person shall throw or deposit into any sewer (sanitary or storm), sewer inlet or privy vault that has a sewer connection any article that might cause such sewer, sewer inlet or privy vault to become nauseous to others or injurious to public health. Such deposits are hereby declared to be a nuisance.

Sec. 7-26. Nauseous liquids.

No person shall discharge out of or from or permit to flow from any residence or property any foul or nauseous liquid or substance of any kind into or upon any adjacent ground or lot or into any street, alley or public place. Such discharge is hereby declared to be a nuisance. For purposes of this Section and as otherwise used in this Chapter, *nauseous* shall mean something that causes nausea or is sickening.

Sec. 7-27. Stale matter.

No person shall keep, collect, use or cause to be kept, collected or used any stale, putrid or stinking fat or grease or other stale matter, other than normal weekly trash accumulation. Such conditions are hereby declared to be nuisances.

Sec. 7-28. Littering prohibited.

- (a) No person shall litter in the Town. For purposes of this Section and as otherwise used in this Chapter, *litter* shall mean rubbish, waste material, refuse, garbage, trash, debris or other foreign substances, solid or liquid, of every form, size, kind and description.
- (b) Any person who deposits, throws or leaves any litter on any public or private property or in any waters commits littering, unless:
 - (1) Such property is an area designated by law for the disposal of such material and such person is authorized by the proper public authority to so use such property;
 - (2) The litter is placed in a receptacle or container installed on such property for such purpose; or

- (3) Such person is the owner in lawful possession of such property, or has first obtained written consent of the owner in lawful possession, or unless the act is done under the personal direction of said owner.
- (c) The phrase *public or private property*, as used in this Section includes, but is not limited to, the right-of-way of any road or highway, any body of water or watercourse, including frozen areas thereof or the shores or beaches thereof, any park, playground or building, any refuge, conservation or recreation area, and any residential, farm or ranch properties or timberlands.
- (d) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle in violation of this Section, the operator of said motor vehicle is presumed to have caused or permitted such litter to have been so thrown, deposited, dropped or dumped therefrom.

Sec. 7-29. Transporting garbage or manure.

Every vehicle or trailer used to transport manure, garbage, swill or offal in any street shall be fitted with a substantial tight box thereon so that no portion of such filth will be scattered or thrown into such street. The scattering or throwing of any such items is hereby declared to be a nuisance.

Sec. 7-30. Accumulation and use of manure.

Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes or on property zoned and used for agricultural purposes, manure shall not be kept on any property for any purpose or kept in any place for later use, but shall be either plowed under or removed by the owner. The retention of manure, other than as set forth herein or approved by the Town in writing, is hereby declared to be a nuisance.

Sec. 7-31. Dumping on property.

No person shall use any land, premises or property within the Town for the dumping or disposal of any garbage, trash, litter, rubbish, offal, filth, excrement, discarded building materials or combustible materials of any kind. Such use is hereby declared to be a nuisance.

Sec. 7-32. Removal of hazardous waste.

Any accumulation of hazardous waste, as that term is defined by federal or state law, or hazardous waste that is highly explosive or flammable and which might endanger life or property, shall only be removed and handled pursuant to applicable federal, state and county regulations. Any accumulation prohibited by this Section is hereby declared to be a nuisance.

Sec. 7-33. Storage containers.

No person shall place, store or maintain a storage container on any public property unless such person is an employee or official contractor of the Town acting within the scope of his or her official municipal function. Any storage prohibited herein is hereby declared to be a nuisance. For purposes of this Section, *storage container* shall mean any temporary building, trailer (whether on axles or not), roll-off, PODS (Portable on Demand Storage) or other facility used to store personal or business property.

Sec. 7-34. Portable toilets.

No person shall place portable toilets on public property unless expressly authorized in writing by the Town. Any placement of portable toilets prohibited by this Section is hereby declared to be a nuisance. For purpose of this Section, *portable toilet* shall mean an enclosed, freestanding toilet not requiring a foundation, whether intended to be temporary or permanent.

Sec. 7-35. Dumpsters.

No person shall place, store or maintain a dumpster on any public property unless expressly authorized in writing by the Town or unless such person is a contractor for Town acting within the scope of his or her official function. Any placement of dumpsters prohibited herein is hereby declared to be a nuisance.

Sec. 7-36. Dead animal removal.

When any animal dies in the Town, the owner or keeper thereof shall promptly and properly dispose of such animal. If such body is not disposed of, the same shall be deemed a nuisance and such owner or keeper will be the author of such nuisance. When the body of any dead animal is in any street, highway or public grounds in the Town, the Town shall cause such body to be removed forthwith and properly disposed of.

Sec. 7-37. Removal of inoperable vehicles.

No person, either as owner or occupant of any property within the Town, shall park, store, deposit or permit to be parked, stored or deposited thereon an inoperable vehicle unless such vehicle is enclosed in a garage or other building. The provisions of this Section shall not apply to any person with one vehicle inoperable for a period of less than thirty (30) consecutive days, or to any person or his or her agent who is conducting a business enterprise in compliance with existing zoning regulations. The retention of inoperable vehicles prohibited by this Section is hereby declared to be nuisance.

For purposes of this Section, and as otherwise used in this Chapter, *inoperable vehicle* means any automobile, truck, tractor, motorcycle or self-propelled vehicle which is in a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned or unable to perform the functions or purpose for which it was originally constructed. The existence of any of the following conditions shall raise the presumption that a vehicle is inoperable:

- (1) Absence of a license plate or current registration upon such vehicle;
- (2) Placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports; or
- (3) Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways.

Sec. 7-38. Broken windows in vacant dwellings.

No property owner shall allow broken windows in a vacant dwelling for a period exceeding seven (7) days. A broken window not replaced is hereby declared to be a nuisance.

Sec. 7-39. Junkyards and dumping grounds.

All places used or maintained as junkyards or dumping grounds, or for the wrecking or disassembling of automobiles, trucks, tractors or machinery of any kind, or for the storing or leaving of worn out, wrecked or abandoned automobiles, trucks, tractors, trailers, boats and house trailers or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept in such manner as to essentially interfere with the comfortable enjoyment of life or property by others, are hereby declared to be nuisances.

Sec. 7-40. Slaughterhouses.

No slaughterhouse or other place for slaughtering animals shall be kept within the Town. Such places are hereby declared to be nuisances.

Sec. 7-41. Open wells, cisterns or excavations.

Excavations exceeding five (5) feet in depth, cisterns and wells or an excavation used for storage of water are hereby declared to be nuisances unless the same are adequately covered with a locked lid or other covering weighing at least sixty (60) pounds or are securely fenced with a solid fence to a height of at least five (5) feet. No person shall permit such nuisance to remain on premises owned or occupied such person.

Sec. 7-42. Building and construction materials to be removed from construction sites; excavations to be backfilled.

All building and construction materials, including, but not limited to, plaster, broken concrete, bricks, cinder blocks, stones, wood, roofing material, wire or metal binding, sacks or loose, discarded or unused material of any kind resulting from the wrecking, constructing or reconstructing of any room, basement, wall, fence, sidewalk or building, shall be promptly removed or discarded by the person responsible for such work. Such person shall be held liable for any scattering of such building and construction materials upon adjacent property. Excavations related to demolitions shall be completed and promptly backfilled with dirt to the existing grade of the surrounding area. Building and construction materials when not properly removed and excavations when not promptly backfilled are hereby declared to be nuisances.

Secs. 7-43 - 7-50 Reserved.

Section 3. Article III of Chapter 7 of the Johnstown Municipal Code shall be deleted and replaced in full with the following:

ARTICLE III - Garbage and Refuse**Sec. 7-51. Accumulation of refuse prohibited.**

Any accumulation of refuse or other prohibited material on any property, improved or unimproved, in the Town is prohibited and is hereby declared to be a nuisance. No owner or occupant of property shall accumulate, or allow the accumulation of, refuse or other prohibited material on property in the Town.

Sec. 7-52. Responsibility for refuse on premises.

It is the duty of every owner of any vacant lot, building or premises, including any place of business, hotel, restaurant, dwelling house, apartment, tenement or any other establishment, at all times to maintain the premises in a clean and orderly condition, permitting no deposit or accumulation of refuse or materials other than those ordinarily attendant upon the use for which such premises are legally intended.

Sec. 7-53. Removal of refuse from business.

Discarded refuse, including automobile parts, stoves, furniture and junkyard refuse, shall be removed by the proprietor so that the premises are clean and orderly at all times. Silt and similar deposits from automobile wash racks shall be removed from the Town by the establishment creating such deposit. Such removal shall be handled by the establishment responsible therefor.

Secs. 7-54 - 7-60 Reserved.

Section 4. Article V of Chapter 7 of the Johnstown Municipal Code shall be deleted and replaced in full with the following:

ARTICLE V – Brush and Weeds**Sec. 7-81. Definitions.**

For purposes of this Article, and as otherwise used in this Chapter, the following terms shall have the meanings indicated:

Brush means voluntary growth of bushes and such as are growing out of place at the location where growing and includes all cuttings from trees and bushes and high and rank shrubbery growth which may conceal filthy deposits; and

Weed means an unsightly, useless, troublesome or injurious growing herbaceous plant, and includes all rank vegetable growth which exhales unpleasant and noxious odors and high and rank vegetable growth that may conceal filthy deposits.

Sec. 7-82. Growth and accumulation of weeds and brush prohibited.

Weeds or brush growing on property in the Town are hereby declared to be nuisances. No owner of any property shall allow or permit weeds or brush exceeding six (6) inches to grow, or remain when grown, on any such property, or on or along any sidewalk adjoining the same, or in the alley behind the same. All such weeds and brush shall be cut to a height of six (6) inches or less and kept so cut. Notwithstanding the foregoing, owners of commercial lots may cut a ten (10) inch buffer around the entire lot to a height of six (6) inches or less and allow the weeds and brush in the interior of the lot to grow to a height of up to twelve (12) inches.

Sec. 7-83. Notice to cut weeds or brush.

- (a) An authorized inspector shall provide written notice to the owner of property to cut any weeds or brush from property within three (3) days of delivery of such notice. Notice shall be deemed delivered on the date of hand delivery or posting on the property or three (3) days after depositing the notice in the mail, whichever is earlier.
- (b) In case of the failure of any owner of such property to cut or remove the weeds or brush, the Town Manager may order the cutting and removal of the weeds or brush and recover the costs of abatement and an administrative fee as set forth in this Chapter.

Sec. 7-84. Removal from Town.

All weeds and brush cut in accordance with this Article shall, immediately upon being cut, be removed from the Town or otherwise entirely destroyed by the owner or occupant of the property upon which the weeds and brush have been cut.

Sec. 7-85. Undesirable Plant Management Advisory Commission designated.

Pursuant to the Colorado Noxious Weed Act, §§ 35-5.5-101, *et seq.*, the Town Council is appointed to act as the local advisory board for the Town and shall have the duties and responsibilities as provided by state statute.

Secs. 7-86 - 7-100 Reserved.

Section 5. Article VI of Chapter 7 of the Johnstown Municipal Code shall be deleted and replaced in full with the following:

ARTICLE VI - Trees

Sec. 7-101. Prohibited trees.

- (a) It is unlawful and deemed a nuisance to sell or import into the Town or plant or cause to be planted within the Town limits any box-elder trees (*Acer negundo*), cotton-bearing cottonwood trees (*Genus populus spices*), Chinese or Siberian elm trees (*Ulmus pumila*) or other undesirable plants as designated by ordinance upon any property within the Town, and the planting or setting out of these certain plants is hereby declared to be a menace to public health, safety and welfare and a nuisance.
- (b) The owner of any property within the Town, upon which any tree listed in Subsection (a) above has been planted, shall cut and remove such tree from the property after being given written notice to do so by the Town.
- (c) In case of the failure of any owner of property to cut and remove such tree as required in Subsection (b) above, the Town shall cut and remove such tree and recover its costs and an administrative fee as provided in this Chapter.

Sec. 7-102. Inspection of trees for signs of breeding of elm bark beetles.

The Town shall, or shall allow a representative of the State Department of Agriculture to, examine and inspect all trees within the Town on public or private property for signs of breeding of elm bark beetles.

Sec. 7-103. Maintenance of trees, storage of wood furnishing breeding places for elm bark beetles prohibited.

It shall be unlawful for any owner of property to maintain trees or store wood furnishing breeding places for the elm bark beetles. Such trees or wood shall include the following:

- (1) Dead or dying or obviously weakened elm trees, regardless of species or variety;
- (2) Dead or dying or obviously weakened branches in otherwise healthy elms;
- (3) Stumps of cut trees on which the bark remains; or
- (4) Elm wood cut from trees, whether or not they were diseased, that is cut and piled for fireplace wood, whether stored indoors or out.

Sec. 7-104. Trees and limbs in public right-of-way.

It shall be the duty of the owner of property adjacent to the public right-of-way to remove any trees or limbs located in or above the public right-of-way when such trees or limbs constitute a danger to public safety. Such trees and limbs shall constitute a nuisance. For the purposes of this Section, a *danger to public safety* shall include all trees and limbs which hinder visibility or which may otherwise affect public health, safety and welfare, and trees and limbs which present a structural defect which may cause the tree or limb to fall on a person or on property of value. An authorized inspector, in such person's discretion, shall determine whether the trees or limbs constitute a danger to public safety.

Sec. 7-105. Control of trees and shrubs.

- (a) Trees, shrubs and other vegetation which are dead, broken, diseased or infested by insects so as to endanger the well-being of other trees, shrubs or vegetation or constitute a potential threat or hazard to people or property within the Town are hereby declared a nuisance.
- (b) The Town shall give written notice as provided in this Chapter to the owner of property abutting Town rights-of-way or other public property of any condition deemed unsafe caused by trees and other vegetation overhanging or projecting from such abutting property and onto or over such right-of-way or other public property with such unsafe condition and require abatement. The Town shall correct any such unsafe condition immediately upon the expiration of the notice period specified in the notice of abatement and recover its costs and an administrative fee as provided in this Chapter.
- (c) It is unlawful and hereby declared to be a nuisance for any person to cut, trim, spray, remove, treat or plant any tree, vine, shrub, hedge or other woody plant upon access-controlled arterials or other public parks and greenbelts within the Town, unless authorized or directed by the Town.
- (d) It is unlawful and hereby declared to be a nuisance for any person to injure, damage or destroy any tree, shrub, vine, hedge or other vegetation in or upon public rights-of-way or other public property within the Town. Any person who notifies the Town of such injury, damage or destruction and promptly repairs or replaces such vegetation or pays for the cost of such repair or replacement shall not be charged with a nuisance violation.

Secs. 7-106 - 7-120 Reserved.

Section 6. 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.

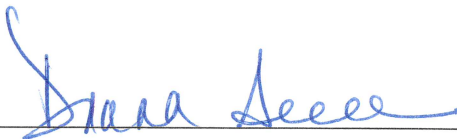
Section 7. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

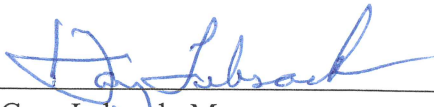
Section 8. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance 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 17th day of August, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: 
Diana Seele, Town Clerk

By: 
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 9, 2020

SUBJECT: An Amendment to the IGA for Conduct of Community Development Block Grant Program in Weld County between the County of Weld and the Town of Johnstown

ACTION PROPOSED: Consent Item

ATTACHMENTS: 1. Hud Amendment to CDBG IGA Johnstown

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On April 6, 2020, Town Council approved an IGA for CDBG Programming in Weld County. Approval of the IGA is one of the criteria and requirements to enable Weld County to take advantage of CDBG Programming and the funding opportunities for low to moderate households in Weld County. Recently in review of the documents, HUD has requested additional changes in the amendment provided in this agenda item. In detail, those changes are as follows:

First change

Change From last Whereas on page 1 of the original IGA which reads: WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;”

Change To: WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2021 through 2022 and are published in HUD Notice CPD-20-03, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023;

The Community That Cares

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Next Change

Change From page 2 Section I paragraph 1: This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

Change To: This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be three years covered by the urban county qualification period of Federal Fiscal Year 2021 through 2023. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

Next Change

Change From page 2 Section I paragraph 2: This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD's Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

Change To: This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. Each party must adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; the amendment must be submitted to HUD as provided in the urban county qualification notice; and Failure to comply will void the automatic renewal for such qualification period.

Next Change

Change From page 3 Section II A.: Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects

and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.

Change To: The County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Next Change

Change From page 5 Section II H. : Municipality understands that, while this Agreement is in effect, it may not apply for grants under the "Small Cities" or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County's CDBG Program.

Change To: By executing the CDBG cooperation agreement, the included municipality understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.
- c. May receive a formula allocation under the ESG Program only through the urban county.

Next Change

Change From page 6 Section II L.: If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.

Change To: If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or

disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

LEGAL ADVICE:

Not Applicable.

FINANCIAL ADVICE:

Not applicable.

RECOMMENDED ACTION:

Approve the CDBG Amendment on Consent.

Reviewed and Approved for Presentation,

Town Manager



AMENDMENT to
Intergovernmental Agreement for Conduct of
Community Development Block Grant Program in Weld County
Between the County of Weld
And
Town of Johnstown

This Amendment to Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the “Amendment”) is made and entered into _____ day of _____ by and between the County of Weld, by and through the Board of County Commissioners of County of Weld (the “County”), and [Town of Johnstown] (the “Municipality”).

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the “Agreement”) dated May 6, 2020, identified by the Weld County Clerk to the Board of County Commissioners as document No. [2020-1323], and approved on [May 6, 2020]; and

WHEREAS the parties hereby agree to amend the Agreement to incorporate the CDBG Program requirements described in Notice CPD-20-03, Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2021-2023 (the “Notice”).

NOW THEREFORE, in consideration of the premises, the parties hereto covenant and agree as follows:

1. The reference to Notice CPD-19-04 is amended to reflect Notice CPD-20-03, the current rules and regulations to qualify as an Urban County for Fiscal Years 2021-2023.
2. The first paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be three years covered by the urban county qualification period of Federal Fiscal Year 2021 through 2023. Funding for this Agreement is based on the Federal fiscal year which begins October 1st and ends September 30th of the following year.

3. The second paragraph of Section I of the Agreement is hereby replaced with the following:

This Agreement shall automatically be renewed for additional three (3) year qualification periods unless either party provides written notice that it elects not to participate in a new qualification period. Each party must adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period; the amendment must be submitted to HUD as provided in the urban county qualification notice; and failure to comply will void the automatic renewal for such qualification period.

4. Section II.A. of the Agreement is hereby amended to include the following statement:

The County and the municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

5. Section II.H. of the Agreement is hereby replaced with the following:

By executing the CDBG cooperation agreement, the included municipality understands that it:

- a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
- c. May receive a formula allocation under the ESG Program only through the urban county.

6. Section II.L. of the Agreement is hereby replaced by the following:

If Municipality terminates its participation in the urban county CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

7. All other terms and conditions of the Original Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day, month, and year first above written.

COUNTY:

ATTEST:
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
Deputy Clerk to the Board

(Current BOCC Chair Name), Chair

[Town of Johnstown]:

450 S. Parish Avenue
Johnstown, CO 80534

By: _____
Gary Lebsack, Mayor

Date: _____



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 9, 2020

SUBJECT: Appointment of Isaiah Flores to the Johnstown Planning & Zoning Commission

ATTACHMENTS: Mr. Flores' PZC Application

PRESENTED BY: Kim Meyer, Director of Planning & Development

ITEM DESCRIPTION:

Per Section 2-182 of the Johnstown Municipal Code, the Planning & Zoning Commission shall consist of seven residents, appointed by the Town Council. Upon the resignation in late 2019 of a prior member, the Town has sought another commissioner. Mr. Flores applied in late July, and is being put forth to the Council for appointment to this Commission. His appointment will create a full Commission of seven members.

LEGAL ADVICE:

N/A

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the appointment of Mr. Flores, on consent.

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RECEIVED

JUL 3-1 2020

Town of Johnstown

Town of 
Johnstown

ADVISORY COMMITTEE, BOARD OR COMMISSION
APPLICATION

(Please type or use black ink)

I REQUEST APPOINTMENT TO: Planning and Zoning Commission
(Please complete one application for each desired appointment)

NAME: Isaiah Thomas Flores

MAILING ADDRESS: 151 Basswood Avenue Johnstown CO 80534

(please include zip code)

RESIDENCE ADDRESS: 151 Basswood Avenue Johnstown CO 80534

PHONE NUMBER: Home: [REDACTED] Work: _____

HOW LONG HAVE YOU LIVED IN JOHNSTOWN? 2 mo.

OCCUPATION & EMPLOYER: Oil & Gas production NOBLE ENERGY

VOLUNTEER AND/OR WORK EXPERIENCE: 8+ years in Oil & Gas

Assistand HS Wrestling and Track Coach 3 yrs

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

NO

2. Why do you wish to be appointed?

To ensure the viable and long term growth of this community

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

Data anylitics along with economic impacts of community planning

(Advisory board, commission or committee application, cont'd.)

4. Are you committed to attending meetings? Yes

5. Are you committed to serving an entire term? Yes

6. Please specify any activities which might create a serious conflict of interest if you should be appointed to a particular board, commission or committee. (If unsure, please call the Town Manager at 970-587-4664)

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

BA Economics with an emphasis in Business

The University of Northern Colorado

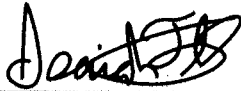
8. Additional information or references you believe may be helpful in considering your application.

As a lifelong resident of Northern Colorado I will make it

my mission to do my best and make this town continue to thrive.

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

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



Signature

07-30-2020

Date

ATTACHMENTS TO APPLICATION MUST BE LIMITED TO TWO PAGES

Uh

(Advisory board, commission or committee application, cont'd)

QUESTIONNAIRE

Please type or use black ink in answering the following questions. Answers must be limited to this one page.

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

Being part of a commission that is directly involved with planning out, zoning and growing this community to the best of its ability.

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

I love the small community aspect of this town. The inclusiveness wherever I go doesn't make me feel like an outsider. I know that we can grow this wonderful community even more so without losing that hometown feeling.

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

I would love to see the Town of Johnstown grow and bring in good commercial business that would help the community thrive even more.

I would love to see top of the line parks, venues and business. This town has had a vast amount of growth in the recent years. I want to ensure they here to stay and keep us great.

4. What is your philosophy on growth?

My philosophy on growth falls in line with my life philosophy. If you build strong roots, you will grow a strong tree. If you ensure these companies are here to stay and here to do good, we won't be left with places going out of business or homes in foreclosure. Although we might not control all the variables that lead to such circumstances; we can incentivize business here. We can build our strong roots together.

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

I would like to see Johnstown incentivize more people to come. I have lived in Northern Colorado for 99% of my life. I've always gone to Loveland for shopping or Fort Collins for entertainment. I'd like to see Johnstown get in the action of drawing people in with great entertainment or beautiful scenery.

6. Why should you be appointed?

I am a very analytical person with good judgement. I stand by good morals and am someone with whom people want to work alongside. I can bring a great set of skills that will help ensure our community keeps growing in the right direction. I'm also someone that would represent this town in such a professional and likeable way.

Application and questionnaire must be returned to the Town Clerk's Office, 101 Charlotte Street, Johnstown, CO 80534.



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: September 9, 2020

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 09/14/2020 – Budget Work Session
 - 09/21/2020 – Regular Town Council Meeting
 - 09/28/2020 – Budget Work Session
 - 10/05/2020 – Regular Town Council Meeting
-

Administration, Finance, & Planning

- *2020 Certification of Value* – Weld County has issued preliminary Certification of Valuation for 2020. The preliminary valuation is \$165,749,600, an increase of \$813,970. The preliminary abstract indicates that residential valuation increased by .94%, commercial increased 3.61%, oil and gas decreased 1.19%, industrial decreased 5.65%, and vacant land decreased 19.67%. Larimer County has not released any preliminary numbers as of yet. They are required to release the certification on or before October 13, 2020.
- *Trash Rates* – The trash rate increase will take place on the utility bills that are sent out at the end of this month. The new trash rates are \$11.81/month for 95-gallon poly carts and \$8.68/month (senior rate) for 64-gallon poly carts.
- *Municipal Court* – Court processed 107 tickets in the month of August.

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- *Liquor Licenses* – Bonefish Grill, 7-Eleven Store #34316A renewal licenses have been submitted to the State for approval.
- *Municipal Court Clerk New Hire* – Angela Wolnik was recently hired to fill the vacant Municipal Court Clerk position.
- *Comprehensive Plan Update* – Staff is working to schedule the final months to draft review and hearings, and Council work session possibly in October. We have received hundreds of individual comments, poll and questionnaire responses, and are using this information to build an initial draft of the plan and maps for Steering Committee review.
- *Planning & Zoning Commission and Board of Adjustment* – Hearings were held on August 26th for a proposed gas station at Hwy 60 & Parish Ave (variance and conditional use grant), as well as The Ridge at Johnstown, Filing 2 Final Subdivision and Final Development Plans. A variance was denied; the associated conditional use grant was tabled. The Ridge projects were recommended for approval to Town Council.
- *Development Review* – Interest remains strong in developing within the Town and GMA of Johnstown. Staff continues to work with developers and applicants on numerous proposed development projects, as well as meeting with prospective developers and users on property throughout Town.
- *Home Supply Share* – The Town closed on the single unchanged Home Supply Share discussed during the regular Council meeting of August 3, 2020. Funds were appropriated and approved in the FY 2020 budget for purchase of water shares.
- *Transportation Planning* – Weld County is in the process of completing their updated transportation plan. Town Staff met with them to ensure our visions were aligned and future planning on projects are coordinated accordingly.
- *Larimer Quarterly Meeting* – Representatives from Berthoud, Loveland, Johnstown, and Larimer County met in late August. Topics included Coordinated Planning Agreements, Solid Waste Planning, Master Planning of The Ranch, Behavioral Health Facility Construction, and COVID-19.

Police Department

Training

- *Narcotics training* – Officer Cygan attended the RMHIDTA basic Drug Investigators Course. She learned the basics of drug investigations and how to draft drug warrants.
- *Patrol Rifle training* – All officers from the department recertified on their rifles and conducted a tactical shoot, practicing exiting their vehicle with their rifles and completing a course of fire that required moving, shooting, and utilizing cover.
- *Leadership training* – Sgt. Dickerson completed the FBI LEEDA Executive Leadership Institute.
- *NIBERS Training* – Megan Moore completed eight hours of on-line NIBERS training. The course focuses primarily on NIBERS reporting requirements. Topics included: Recording and reporting crimes, Validating NIBERS stats, Arrests vs. clearances and learning about common reporting errors
- *Notary certification* – Megan Moore and Christy Adair became Notary's of the State after participating in the on-line training and passing the mandated test.

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Public Works Department

Streets, Stormwater, & Parks

- *Streets* – Street patching was completed in Pioneer Ridge to repair settlements in the roadways. Slurry Seal operations were finished in Carlson Farms and Thompson River Ranch. Approximately 50 tons of hot mix was used for both projects. New pavement markings were installed in those areas as well as Rolling Hills Pkwy and North 2nd Street.
- *Grading* – County Roads 42, 44 and 46 were graded 3 times for a total of 12 miles. County Road 3 was also graded. CDOT is almost finished paving the frontage road which should reduce traffic and the rapidly deteriorating condition to the roadway on CR 3.
- *Parks* – The playground at Parish Park was resurfaced with a pour-in-place rubber material. This surface eliminates the wood fiber chips, enhances the playground, and is ADA compliant. A new swing set was also installed at that location. We would like to apply the pour-in-place rubber material at all Town parks as financial conditions permit.
- *PRV's* – Staff have been recalibrating and adjusting all Town PRVs. Our contractor has been assisting with this project, which should help regulate pressure.

Water and Wastewater plants:

- *Water Plant* – Motor #2 was rebuilt and installed at the water plant. The two-ton hoist was sent in for calibration and returned safe to use. The chemical tubing on all pumps have been replaced. Staff have been working on the carbon feeder at Lone Tree Reservoir as the system is older and having troubles plugging – this is an item we are exploring for FY 2021.
- *Town Lake* – The Town Lake is currently being filled. Lone Tree Reservoir is very low so the Ditch Company started filling the Town Lake with CBT water.
- *Wastewater* – Maintenance of the MBBR discharge line to the DAF was completed. There was restriction in the line which may contributed to pond levels to increasing. The ponds are now stabilizing. McDonald Farms was recently hired to clean out the grease at the lift station and remove build up. This is typically completed twice a year.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: September 9, 2020

SUBJECT: **Public Hearing – First Reading** Ordinance No. 2020-183, an Ordinance Amending Sections 7-121 and 7-138 of the Johnstown Municipal Code Concerning Rodent Pests

ACTION PROPOSED: Approve Ordinance No. 2020-183

ATTACHMENTS: 1. Ordinance No. 2020-183, an Ordinance Amending Sections 7-121 and 7-138 of the Johnstown Municipal Code Concerning Rodent Pests

PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an ordinance amending section 7-121 and 7-138 of the Johnstown Municipal Code concerning rodent pests. The proposed ordinance arises from a request by the Town’s Public Works Director.

Ordinance 2020-183 will allow Town Staff to regulate and require property owners to control the infestation of rodents, and pests throughout the Town of Johnstown. Recently, prairie dogs are entering the Town’s public spaces and causing damage, specifically in the Johnstown Cemetery. This ordinance allows the Town to require all property owners where these pests are migrating from to mitigate and prevent the infestation onto neighboring properties. This ordinance also gives the Town the authority to abate these rodents at the property owner’s expense if not completed in a reasonable amount of time.

LEGAL ADVICE:

The Town Attorney drafted the ordinance.

FINANCIAL ADVICE:

N/A.

RECOMMENDED ACTION:

Approve Ordinance 2020-183, an Ordinance Amending Sections 7-121 and 7-138 of the Johnstown Municipal Code Concerning Rodent Pests.

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SUGGESTED MOTIONS:

For Approval:

I move to approve Ordinance 2020-183, an Ordinance Amending Sections 7-121 and 7-138 of the Johnstown Municipal Code Concerning Rodent Pests.

For Denial:

I move to deny approval of Ordinance 2020-183, an Ordinance Amending Sections 7-121 and 7-138 of the Johnstown Municipal Code Concerning Rodent Pests.

Reviewed and Approved for Presentation:

Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2020-183**

**AN ORDINANCE AMENDING SECTIONS 7-121 AND 7-138 OF
THE JOHNSTOWN MUNICIPAL CODE CONCERNING
RODENT PESTS**

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

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

WHEREAS, on August 3, 2020, the Town’s Public Works Director advised Town Council that rodent pests, including specifically prairie dogs, are entering the Town’s public spaces and causing, or may be causing, damage; and

WHEREAS, based on the request of the Town’s Public Works Director, Town Council desires to amend Sections 7-121 and 7-138 of the Johnstown Municipal Code to regulate rodent pests and require that property owners prevent rodent pests from relocating to, infesting or otherwise damaging the real property of another; and

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

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

Section 1. Section 7-121 of the Johnstown Municipal Code shall be amended to add a definition of “*rodent pest*” in alphabetical order at subpart (23) and to renumber the subsequent subparts. Section 7-121(23) shall hereinafter read as follows:

Sec. 7-121. Definitions.

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

...

(23) *Rodent pest* means any prairie dog, ground squirrel, pocket gopher, jackrabbit or other rodent not commonly kept within the home.

....

Section 2. Section 7-138 of the Johnstown Municipal Code shall be amended to read in full as follows:

Sec. 7-138. Certain animals prohibited.

(a) It shall be unlawful for any person to keep, harbor, care for or possess the following animals within the Town:

- (1) Any animal having poisonous bites;
- (2) Any farm animal, as defined in this Article, on properties with less than five thousand (5,000) square feet of open area designated to be used by the animals. Furthermore, an additional two thousand five hundred (2,500) square feet of open area is required for each animal in excess of three (3). This open area must be located at least fifty (50) feet from any residence, business or other building intended for human habitation; and
- (3) Any wild or exotic animal, as defined in this Article.

(b) It shall be unlawful for any person or entity who is an owner, lessee, agent or occupant in possession or control of any lot, tract of land or any part thereof in close proximity or adjacent to any developed property in the Town to fail to prevent rodent pests residing upon such lot or tract of land from relocating to, infesting or otherwise damaging the real property of another, including any public land, sidewalk, street or alley. The failure to prevent rodent pests from relocating to, infesting or otherwise damaging the real property of another shall constitute a nuisance and, in addition to other remedies, be subject to abatement as provided in this Chapter.

Section 3. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 4. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 5. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2020.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** September 9, 2020
- SUBJECT:** IGA Regarding an Alignment and Access Control Plan for High Plains Boulevard
- ACTION PROPOSED:** Approve an Intergovernmental Agreement Regarding an Access Control Plan for portions of Weld County Road 9.5, Larimer County Road 3, and High Plains Boulevard (collectively also known as High Plains Boulevard) among the Town of Berthoud, Town of Johnstown, Town of Mead, Larimer and Weld County.
- ATTACHMENTS:**
1. Intergovernmental Agreement (IGA)
 2. Frontage Road Elimination and I-25 Parallel Arterial (IPA) Approach
 3. Access Control Plan Memo
 4. Access Control Plan and Alignment Map
 5. Hillsborough Ditch Crossing of High Plains Blvd.
- PRESENTED BY:** Matt LeCerf, Town Manager
-

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an IGA for High Plains Boulevard between the Town of Berthoud, Town of Johnstown, Town of Mead, Larimer and Weld County. This is part of a collaborative effort among the local government agencies and the Colorado Department of Transportation to identify and establish a proposed alignment of High Plains Boulevard along with an Access Control Plan (ACP) for what is also occasionally referred to as the I-25 Parallel Arterial (IPA).

The focus of this roadway is to improve safety and operations of roadways along this corridor, provide for and promote future development within the respective local government jurisdictions, and establish a more effective transportation network with reduced reliance on the Frontage Road. This has been a collaborative effort for the past 24 months. An overview of this project, the final recommended alignment and ACP (along with a memo related thereto), and a memorandum on recommendations related to the crossing of the Hillsborough Ditch on High Plains Boulevard is included in your packet for informational purposes. Additional and more detailed documents are also

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available upon request. All local government agencies are supportive of this IGA and are ready to move forward with respect to supporting through the agreement.

Moving forward, local government agencies will utilize this alignment in securing future right of way as development occurs throughout this corridor. The final road name as proposed, between Highway 66 and Highway 34 will be High Plains Boulevard.

LEGAL ADVICE:

Local government authorities are authorized by the provisions of Article XIV, Section 18(2)(a), of the Colorado Constitution and CRS §29-1-201 et. seq to enter into contracts with each other for performance of functions and specifically intergovernmental agreements for the betterment of communities. The document has been reviewed by all attorneys from the respective local governments participating in the IGA.

FINANCIAL ADVICE:

Not applicable.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement as presented.

For Approval

I move to approve the Intergovernmental Agreement Regarding an Access Control Plan for portions of Weld County Road 9.5, Larimer County Road 3, and High Plains Boulevard (collectively also known as High Plains Boulevard) among the Town of Berthoud, Town of Johnstown, Town of Mead, Larimer and Weld County.

For Denial

I move we deny the Intergovernmental Agreement Regarding an Access Control Plan for portions of Weld County Road 9.5, Larimer County Road 3, and High Plains Boulevard (collectively also known as High Plains Boulevard) among the Town of Berthoud, Town of Johnstown, Town of Mead, Larimer and Weld County.

Reviewed and Approved for Presentation,

Town Manager

AN INTERGOVERNMENTAL AGREEMENT REGARDING AN ACCESS CONTROL PLAN FOR PORTIONS OF WELD COUNTY ROAD 9.5, LARIMER COUNTY ROAD 3 AND HIGH PLAINS BOULEVARD (COLLECTIVELY ALSO KNOWN AS HIGH PLAINS BOULEVARD) AMONG THE TOWN OF BERTHOUD, THE TOWN OF JOHNSTOWN, THE TOWN OF MEAD, LARIMER COUNTY AND WELD COUNTY

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2020, by and among the Town of Berthoud, the Town of Johnstown, the Town of Mead, Larimer County, and Weld County.

WITNESSETH:

WHEREAS, the Parties are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and C.R.S. §§ 29-1-201 et seq. to enter into contracts with each other for the performance of functions which they are authorized by law to perform on their own, and

WHEREAS, each Party is authorized by C.R.S. § 43-2-147(1)(a) to regulate access to public roads within its jurisdiction, and

WHEREAS, the Parties have cooperated to prepare an Access Control Plan (the “Access Control Plan”) for a portion of road that includes portions of Weld County Road 9.5, Larimer County Road 3, and High Plains Boulevard, spanning from State Highway 66 to State Highway 34, which road is collectively referred to as “High Plains Boulevard” herein and in the Access Control Plan, attached hereto and incorporated herein by reference, and

WHEREAS, each Party hereto has or could in the future have jurisdiction over a portion of such road, and

WHEREAS, the coordinated regulation of vehicular access to High Plains Boulevard is necessary to maintain the efficient and smooth flow of traffic, to enhance traffic safety, to protect the functional integrity of the road and optimize its traffic capacity, to ensure wise use of funding for infrastructure, to provide an efficient spacing of traffic signals and accesses, and to protect the public health, safety, and welfare, and

WHEREAS, the Parties are authorized pursuant to Section 2.12 of the State Highway Access Code, 2 C.C.R. 601-1, to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable access control plan, and

WHEREAS, the Parties hereto desire to provide for the coordinated regulation of vehicular access to High Plains Boulevard, and

WHEREAS, each Party hereto has adopted the Access Control Plan by resolution,

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the Parties hereto agree as follows:

1. ACCESS CONTROL PLAN: The Parties hereto agree to regulate access to any portion of High Plains Boulevard under their respective jurisdictions in compliance with the Access Control Plan, as amended. New vehicular access to High Plains Boulevard shall be permitted only when such access complies with the technical standards set forth in the attached Access Control Plan technical memo and the access control plan exhibit.
2. POLICY COMMITTEE: Should a dispute arise between any of the Parties hereto as to the interpretation of a provision of the Access Control Plan, the Parties agree the dispute shall be resolved by the determination of a majority vote of a committee to be known as the High Plains Boulevard Policy Committee. Such committee shall be made up of one representative appointed by each of the Parties hereto. In the alternative, the dispute may be resolved by the filing of an action in the appropriate district court.
3. POLICE POWER: This Agreement is intended to be in furtherance of the exercise of the general police power of each Party hereto, and nothing herein shall be construed to be a waiver by the Parties of their respective police power.
4. AUTHORIZATION: By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to contract and execute this Agreement have been performed, and that the persons signing for each Party have been duly authorized by his or her governing body to do so.
5. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties hereto.
6. GOVERNMENTAL IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties or their officers or employees may possess under federal or state constitutional, statutory, or common law.
7. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
8. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties to this Agreement and supersedes any other agreements, whether oral or written, concerning High Plains Boulevard.
9. MODIFICATION AND BREACH: No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused,

unless such waiver or consent shall be in writing and signed by the Party that has waived or consented to such breach. Any consent by any Party hereto, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day
_____, 2020.

ATTEST:

COUNTY OF WELD, a political subdivision
of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:
Larimer County Clerk to the Board

COUNTY OF LARIMER, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Steve Johnson, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:

TOWN OF BERTHOUD, COLORADO

By: _____
Christian Samora, Town Clerk

By: _____
William Karspeck, Mayor

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2020.

ATTEST:

TOWN OF MEAD, COLORADO

By: _____
Mary Strutt, Town Clerk

By: _____
Colleen Whitlow, Mayor



COLORADO
 Department of Transportation
 Region 4

I-25 North: Berthoud to Johnstown
 Segments 5 & 6
 11372 Business Park Circle
 Firestone, CO 80504

DATE: December 4, 2019

TO: Heather Paddock, P.E., CDOT Region 4 RTD
 Corey Stewart, P.E., I-25 North Corridor Manager

FROM: Abra Geissler, P.E., I-25: Mead to Johnstown (Segment 5&6) Project Director
 Rich Christy, P.E., I-25 Parallel Arterial (IPA) Resident Engineer

RE: Northern Colorado Transportation Network Vision: Frontage Road Elimination and IPA Approach

Situation:

The purpose of this memo is to communicate the recommended approach for developing a safer and more robust Northern Colorado Transportation Network (NCTN) by eliminating long sections of the frontage roads and planning, designing, and strategically constructing the I-25 Parallel Arterial (IPA) from approximately one-mile north of SH 66 to Ronald Reagan Boulevard. This holistic approach prioritizes the safety and need for the NCTN when considering and evaluating multiple factors, such as accident history, operations, access, development, available resources, right of way (ROW), and maintenance.

Background:

The front range along Northern Colorado is a rapidly growing region attracting development, new residents, and tourism at an exponential rate. CDOT and local communities are at a pivotal moment to forecast how best to position the NCTN that will encourage safe and efficient traffic flow. While much of the land adjacent to I-25 is currently agriculture, a unique opportunity exists to leverage impending development and partnerships to help drive a new roadway network that will better serve the overall system. This approach reinforces the operational resiliency model that CDOT Region 4 is implementing, as well. Operational resiliency is a proactive way of thinking about roadway networks as it relates to balancing trip reliability and strategic access while accommodating growth and development.

Additionally, I-25 is being widened from SH 56 to SH 14 to accommodate an express lane in each direction and reconstruct interchanges. The North I-25 Final Environmental Impact Statement (FEIS) involved reconstructing a frontage road traversing east adjacent to I-25. During the design process, the I-25 project team evaluated the function, impact, and cost of improving the frontage roads, specifically focusing on what's best for the overall transportation system. This evaluation was a timely endeavor and presented an opportunity to use resources and partnerships to efficiently better the NCTN.



In order to progress the NCTN, two teams are working on this evaluation. The IPA team is responsible for building consensus among a Technical Advisory Committee (TAC) made with members from Berthoud, Johnstown, Larimer County, Loveland, Mead, and Weld County. This consensus involves defining roadway design criteria and corridor characteristics including design speeds, typical roadway templates, drainage standards, right of way needs, and the proposed location of the IPA that could easily be handed to future developers. They are completing a 30% design package and an Access Control Plan (ACP) so ROW lines and utility and environmental impacts are determined. An ACP documents allowable access points onto roadways based on road conditions, traffic volume, alternative routes, existing accesses, etc. The second team working on the frontage road evaluations is the I-25 Mead to Johnstown (Segment 5/6) team. As part of the design process, this team is coordinating with property owners adjacent to I-25, determining how best to minimize ROW impacts, strategizing current and future regional transportation flows and networks, ensuring access is maintained, and evaluating how best to use project resources for the NCTN while also minimizing future waste.

Assessment:

The project teams have evaluated and documented the below issues and reasons for assessing the vitality of removing the frontage roads and progressing the IPA option.

Safety and Operations

Multiple safety and operational issues exist when the frontage road is closely adjacent (approximately 30'-50') to I-25 mainline. Some of these issues are:

- *Vehicle/Headlight Confusion.* The close proximity between the frontage road and I-25 sometimes makes it confusing to tell what cars are traveling on what road (especially at night), creating dangerous cross vehicle conflict points. *Figure 1*, shown below, was taken at night looking south near the I-25/SH 119 interchange where the frontage road is approximately 35' from I-25 mainline. The picture shows one car traveling on the frontage road that blends in with I-25 mainline cars; this picture portrays the confusion drivers may experience when determining what cars are traveling northbound on I-25 and northbound on the frontage road.



Figure 1. SH 119 and I-25 looking south

- *Clear Zone.* The I-25 speed limit between SH 66 and US 34 is 75 mph with a minimum clear zone of 30' from edge of travel way. For much of the corridor, the frontage roads are within or close to the clear zone of I-25 mainline, creating dangerous head-to-head conditions if cars were to leave the traveled way and inadvertently travel into oncoming traffic. A barrier could be constructed to separate traffic, but this would cause an additional hazard within the clear zone and create a maintenance burden that does not exist today.
- *Existing Unconventional Interchange Layouts.* The current alignment of the frontage road is problematic from a safety and operational point due to the minimal distance between interstate on and off ramps and the frontage road intersection, as shown in *Figure 2* below. The close proximity of the intersections causes driver confusion, especially drivers who want to turn right on red coming from the off-ramp and are in direct conflict of north/south movements from the frontage road. The operational functionality of the interchange also suffers due to the multiple traffic signal phases that exist to account for the frontage road movements. The IPA will be separated from the interchange ramps by a practical minimum of 800-1000 feet so vertical grades tie back into the surrounding terrain for a more standard intersection; additionally, the intersections will function independently, which increases safety and flow through both intersections.



Figure 2. Current Condition of SH 60 Interchange

- *Development Access and Appropriate Jurisdictional Governance.* With an increase of development occurring, developers are requesting to gain access from the frontage roads. The frontage road's purpose does not facilitate full-turn movements, so typically the most

appropriate movement that CDOT can grant is a right in/right out movement, which is not popular among developers. Right in/right out movements into major developments do not facilitate a safe, redundant, or operationally resilient roadway network. With the IPA and ACP, CDOT is removed from the process and the local agencies can work within their jurisdictional boundaries to apply their growth vision and plans with the developers and determine the most appropriate access and movements.

- *Illegal Movements.* When congestion exists on mainline traffic, some vehicles illegally “jump off” mainline to use the uncongested frontage road. This movement creates additional conflict points that are unsafe and burdens law enforcement when they are likely busy dealing with the cause of the congestion. *Figure 3*, shown below, highlights three different path marks in an approximate 775’ section created from vehicles unsafely exiting mainline and illegally entering the frontage road.

ROW

Multiple ROW considerations exist when assessing the NCTN approach; they are:

- *IPA Preservation.* This area is currently mostly agriculture but there is a high interest by development, some likely occurring in the near future. This change in land use presents a unique opportunity to proactively design the IPA and plan for ROW dedication and utility placement as development occurs that will also have minimal impacts to existing infrastructure.
- *Mainline Preservation.* The I-25 project involves preserving an approximate 184’ wide template for the ultimate configuration. If the frontage roads were constructed it would be an additional 84’-wide impact (40’ separation between the frontage road and mainline and 44’ wide frontage road) for a length of about 14 miles, equaling an additional 143-acre impact to adjacent property owners. The I-25 project team has refined the alignment so the existing frontage road ROW will be utilized to build the ultimate I-25 mainline configuration, greatly reducing the ROW impact to property owners located directly east of I-25.
- *Frontage Road “Bulb Outs” Impacts.* Roadway design criteria mandates that accesses be located a minimum of 660’ apart from each other. For this reason, the frontage road intersection has a wide “swing out” to adhere to this standard, shown in *Figure 4* below. This causes great ROW impacts at the interchanges, which is highly lucrative property for development and expensive real estate. The I-25 project team has met with four developers that have conceptual plans that show the bulb out layouts negatively impact each of their site developments. Both teams have had preliminary conversations with the developers where they are very much in favor of incorporating the IPA alignment into their conceptual plans and plat.

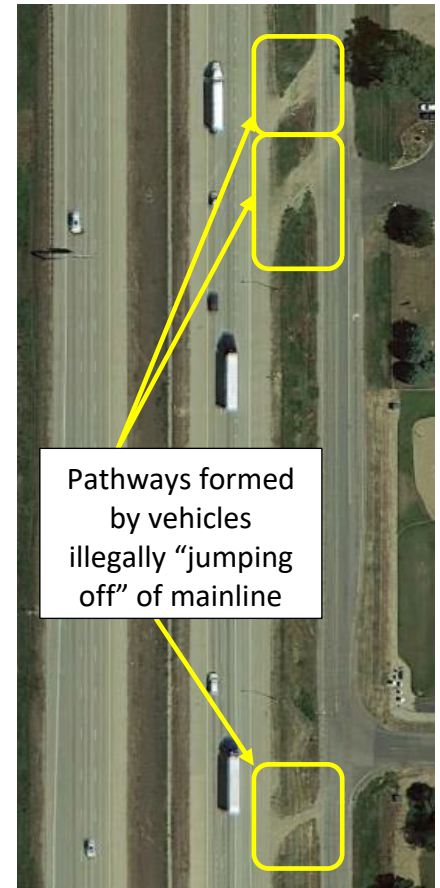


Figure 3. Pathways created from illegal movements

Resource Management

With limited state transportation funding for construction and maintenance, CDOT is constantly evaluating how to prioritize budgets to get the best benefit/cost ratio out of available resources. This is especially true with frontage roads, as these roads do not count towards the lane-mileage summation that determines the amount of funding given to each region. For this reason, CDOT is reactively responding to frontage road repairs, rather than proactively paying for frontage road maintenance.

The project funding that currently exists in the I-25 Segment 6 (SH 56 to SH 402) project does not support the entire scope of what was identified to be built in the FEIS. The I-25 project team is evaluating multiple options that will most effectively use project funds to increase safety and operations, as well as reduce future waste. The frontage road widening, and specifically the bulb out infrastructure near the interchanges, is a large cost. By eliminating the frontage roads from the project scope, the project team is able to prioritize improving mainline I-25 funds where the safety and operational benefits are realized most.

Additionally, if the frontage roads do remain in place and development occurs, they will likely want to maximize developable area by reconfiguring the frontage road and bulb out configuration. Therefore, there is a high chance that infrastructure constructed as part of the I-25 project would be torn out, causing money spent on improving the frontage roads to be waste.

The I-25 and IPA project teams met with FHWA on August 27, 2019 to present the IPA vision, overall approach for closing the frontage roads, and establish coordinating efforts with local agencies, emergency services, schools, and utility providers. FHWA was in consensus that the vision and approach that was presented would be an overall benefit for the NCTN.

The timing of the frontage road removal will be directly correlated to the I-25 project construction. As construction on mainline I-25 occurs, frontage roads adjacent to the work will be shut down. The first section of closure, located between SH 56 and WCR 46, will occur in January 2020. It should be noted that the frontage road located between LCR 14 and SH 402 will remain in place due to the high volume of business and residential accesses.

Frontage road bulb outs showing potentially large ROW and development impacts/waste

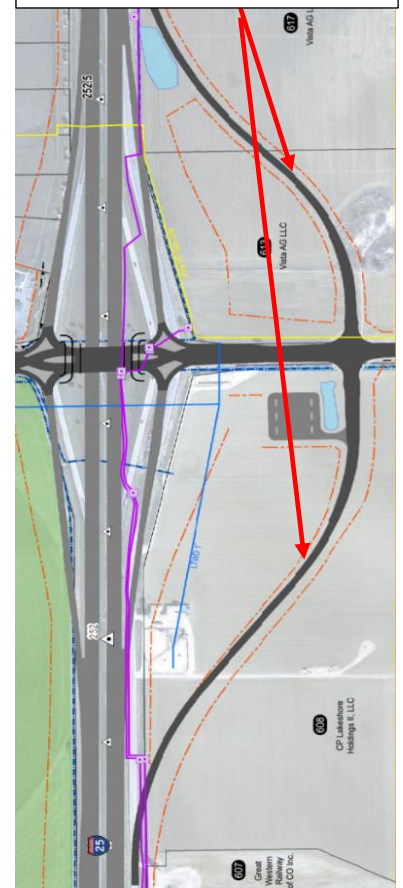


Figure 4. Frontage Road Bulb Out Impacts

Recommendation:

Based on the feedback CDOT has received from FHWA, local agencies (Berthoud, Johnstown, Larimer County, Loveland, Mead, and Weld County), adjacent property owners, and developers, the general consensus is that eliminating the frontage roads and installing the IPA is a benefit when looked at from multiple perspectives because of the items discussed above in the “Assessment” section. The recommendation is to:

- Progress IPA design to a roughly 30% package for the 14-mile stretch between SH 66 to US 34, making sure to define ROW preservation, utility corridors, and future build-out conditions.
- Continue to work with local agencies to define the technical criteria and corridor characteristics. The typical section is shown below in Figure 5.

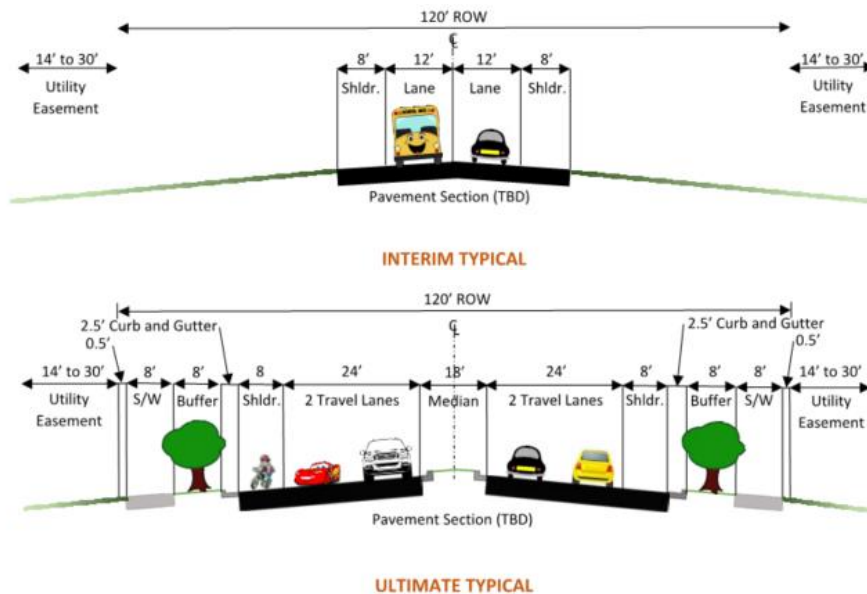


Figure 5. IPA typical section as identified and agreed by the IPA TAC

- Draft an ACP for the IPA corridor for the TAC agencies to adopt.
- Message to stakeholders and residents the shortest and most efficient routes, when considering road surface and speed limit, for post I-25 widening project conditions, as well as the scenario when sections of the IPA are constructed. A conceptual IPA plan with estimated construction timing is attached.
- Maintain access to every property that currently has access and document any changes to driving conditions, such as roadway surface (asphalt, gravel, dirt), width, maintenance, etc. that will exist between current and post-I-25 construction condition, as well as current and the future IPA alignment.
- Work with emergency services, utility companies, school districts, Great Western Railway, and property owners to identify reasonable routes that will maintain access without having

to rely on the frontage road when considering post-I-25 construction condition and the future IPA alignment.

- Execute memoranda of agreement and/or intergovernmental agreements that will document the means, methods, payments, responsibilities, and timing to implement this approach. These agreements will also help local agencies incorporate the IPA into their respective Master Transportation Planning documents.

Considering the assessments presented and the recommendations outlined within this memo, the I-25 and IPA teams believe this is a reasonable and necessary vision and approach to better the NCTN.

Attachments:

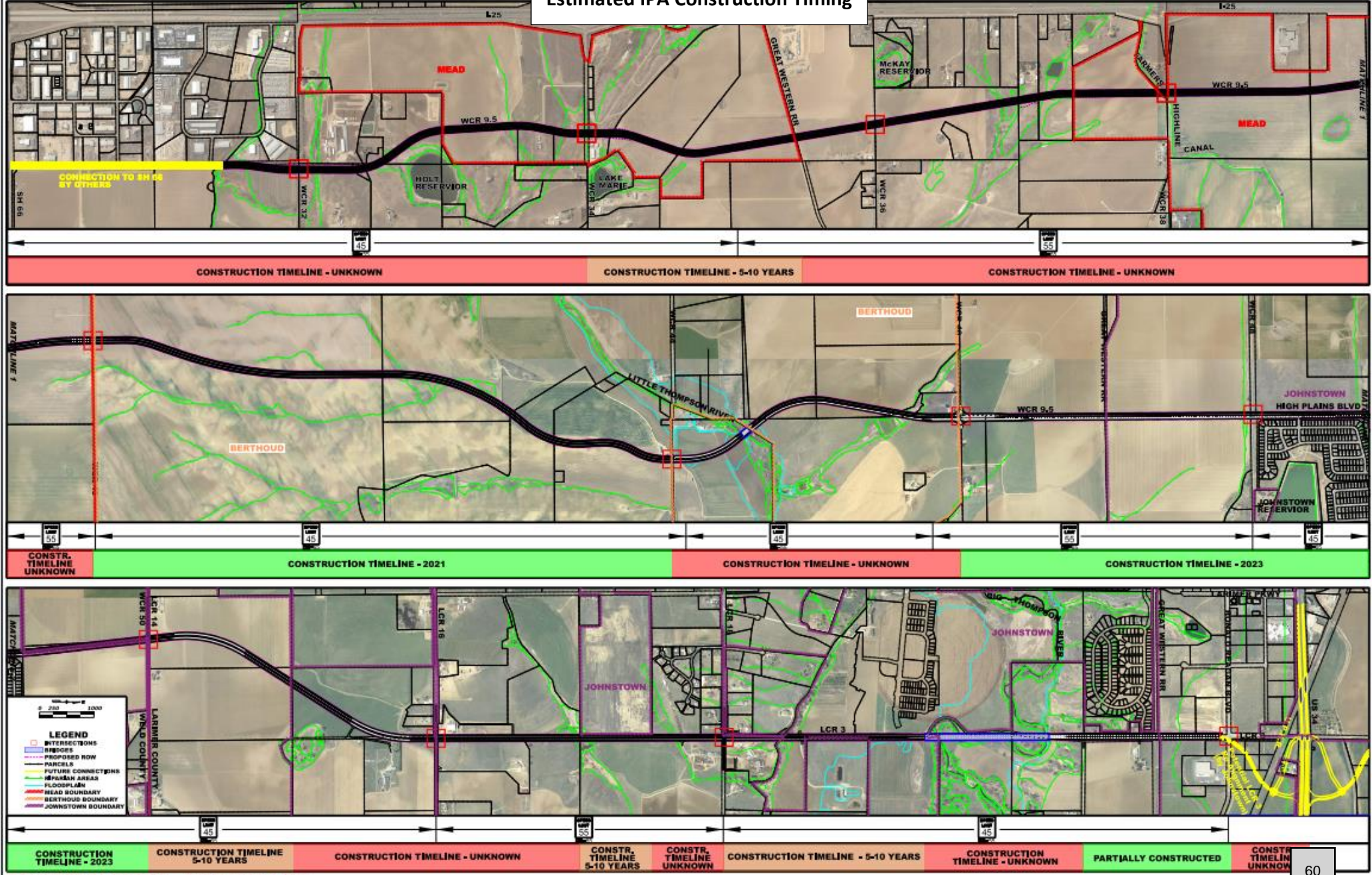
- Estimated Construction of IPA
- Access graphic

CC: Stephanie Gibson, FHWA
Brian Dabling, P.E., FHWA
Keith Sheaffer, South Program Engineer



Estimated IPA Construction Timing

CONCEPTUAL DESIGN



DATE: April 6, 2020

TO: Technical Advisory Committee (TAC) of High Plains Boulevard

FROM: Michael Baker International (MBI)

SUBJECT: Access Control Plan for High Plains Boulevard

The following spacing standards and turn lane requirements were discussed during the Technical Advisory Committee (TAC) meetings for this project. This information is intended to provide guidance to municipalities as new accesses are discussed/approved.

Intersection Spacing

- Roundabout/Signalized intersections (full-movement) - spaced no closer than ½ mile apart.
- Unsignalized intersections (full-movement) – one every ¼ mile, between signalized intersections
- Unsignalized intersections (partial movement) – minimum of 660 feet from any other intersection/access point
 - This spacing applies to driveways, intersections, and corner clearance between driveways/alleys and street intersections.

Access Spacing

No private direct access shall be allowed on High Plains Boulevard (a major arterial roadway) unless one of the following are met:

- 1) the parcel in question has no other reasonable access to the general street system and appropriate auxiliary turn lanes are provided, or
- 2) the alternative direct access to another roadway would cause unacceptable traffic operation and safety problems to the overall traffic flow of the general street system.

When private accesses must be provided, the following shall be considered:

- a) Whenever possible and feasible, shared access shall be provided to serve two or more adjacent properties,
- b) Such access shall continue only until such time that some other reasonable access to a lower functional category street is available and permitted,
- c) No more than one access shall be provided to an individual parcel or to contiguous parcels under the same ownership unless it can be shown that:

- a. Allowing only one access conflicts with safety regulations (i.e. fire access), or
- b. Additional access would significantly benefit safety and operation of the highway or street and is necessary to provide safe and efficient use of the property.
- d) The access shall be limited to right turns only, unless:
 - a. The access has the potential for signalization, in accordance with the spacing requirements listed above,
 - b. Left turns would not create unreasonable congestion or safety problems and not lower the level of service, and
 - c. Alternatives to the left turns would not cause unacceptable traffic operation and safety problems to the general street system.
- e) The private access must be included as part of an access management plan if required by the local entity.

Turn Lane Requirements

At each intersection/access, the local municipality that is responsible for maintenance of that portion of High Plains Boulevard, is responsible for identifying when turn lanes are required. Tables 1 and 2, below, outline the required turn bay and taper lengths for the numbered, signalized intersections when a turn lane is required.

Table 1 – Turn bay and taper lengths for High Plains Boulevard at major intersections

No.	Intersection	Northbound (NIPA)				Southbound (NIPA)			
		Left Turn		Right Turn		Left Turn		Right Turn	
		Storage Plus Decel (ft)	Taper (ft)	Storage Plus Decel (ft)	Taper (ft)	Storage Plus Decel (ft)	Taper (ft)	Storage Plus Decel (ft)	Taper (ft)
2	High Plains Blvd @ Ronald Reagan Blvd	473	162	373	162	473	162	573	162
4	High Plains Blvd @ LCR 18	418	222	678	222	373	162	373	162
5	High Plains Blvd @ LCR 16	313	162	373	162	578	222	403	222
6	High Plains Blvd @ LCR 14/WCR 50	373	162	573	162	313	162	473	162
7	High Plains Blvd @ SH 60	578	222	478	222	323	162	573	162
8	High Plains Blvd @ WCR 46	373	162	373	162	403	222	578	222
9	High Plains Blvd @ WCR 44	573	162	323	162	323	162	373	162
10	High Plains Blvd @ WCR 38	678	222	428	222	403	222	678	222
11	High Plains Blvd @ WCR 34	573	162	473	162	323	162	473	162

Table 2 – Turn bay and taper lengths for major side streets intersecting High Plains Boulevard

No.	Intersection	Eastbound				Westbound			
		Left Turn		Right Turn		Left Turn		Right Turn	
		Storage Plus Decel (ft)	Taper (ft)	Storage Plus Decel (ft)	Taper (ft)	Storage Plus Decel (ft)	Taper (ft)	Storage Plus Decel (ft)	Taper (ft)
2	High Plains Blvd @ Ronald Reagan Blvd	490	120	390	120	290	120	390	120
4	High Plains Blvd @ LCR 18	478	222	478	222	678	222	478	222
5	High Plains Blvd @ LCR 16	428	222	418	222	478	222	578	222
6	High Plains Blvd @ LCR 14/WCR 50	373	162	373	162	573	162	323	162
7	High Plains Blvd @ SH 60	678	222	578	222	578	222	428	222
8	High Plains Blvd @ WCR 46	578	222	478	222	478	222	403	222
9	High Plains Blvd @ WCR 44	373	162	573	162	373	162	313	162
10	High Plains Blvd @ WCR 38	526	144	426	144	276	144	251	144
11	High Plains Blvd @ WCR 34	326	144	526	144	326	144	276	144

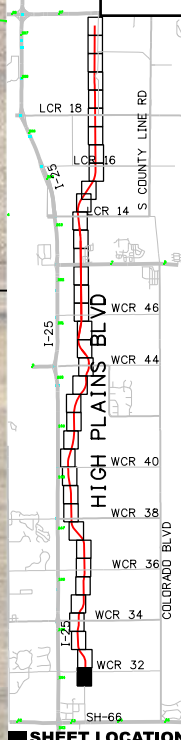
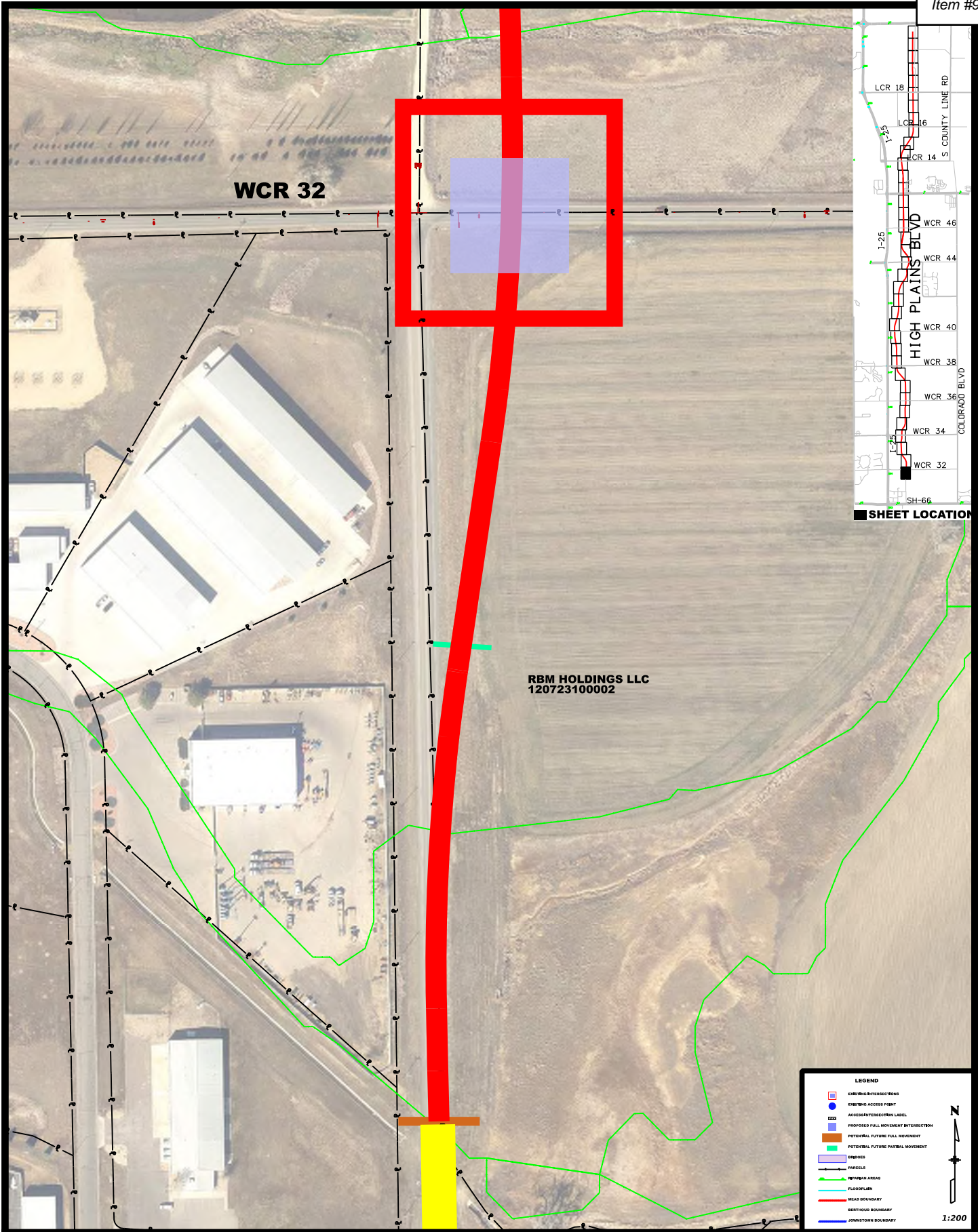
The length of turn lanes and taper lengths for all other intersection/access points connecting to High Plains Boulevard shall be based on the latest standards in CDOT's Highway Access Code. The latest version as of March 2020 is shown below:

Acceleration and Deceleration Lengths (Includes Taper Length)

Posted Speed Limit in MPH	25	30	35	40	45	50	55	60	65	70
Deceleration Length in feet	180	250	310	370	435	500	600	700	800	900
Acceleration Length in feet	N/A	190	270	380	550	760	960	1170	1380	1590
Transition Taper Ratio	7.5:1	8:1	10:1	12:1	13.5:1	15:1	18.5:1	25:1	25:1	25:1

Storage Lengths

Turning Vehicles Per Peak Hour	below 30	30	60	100	200	300
Required Lane Length in Feet	25	40	50	100	200	300



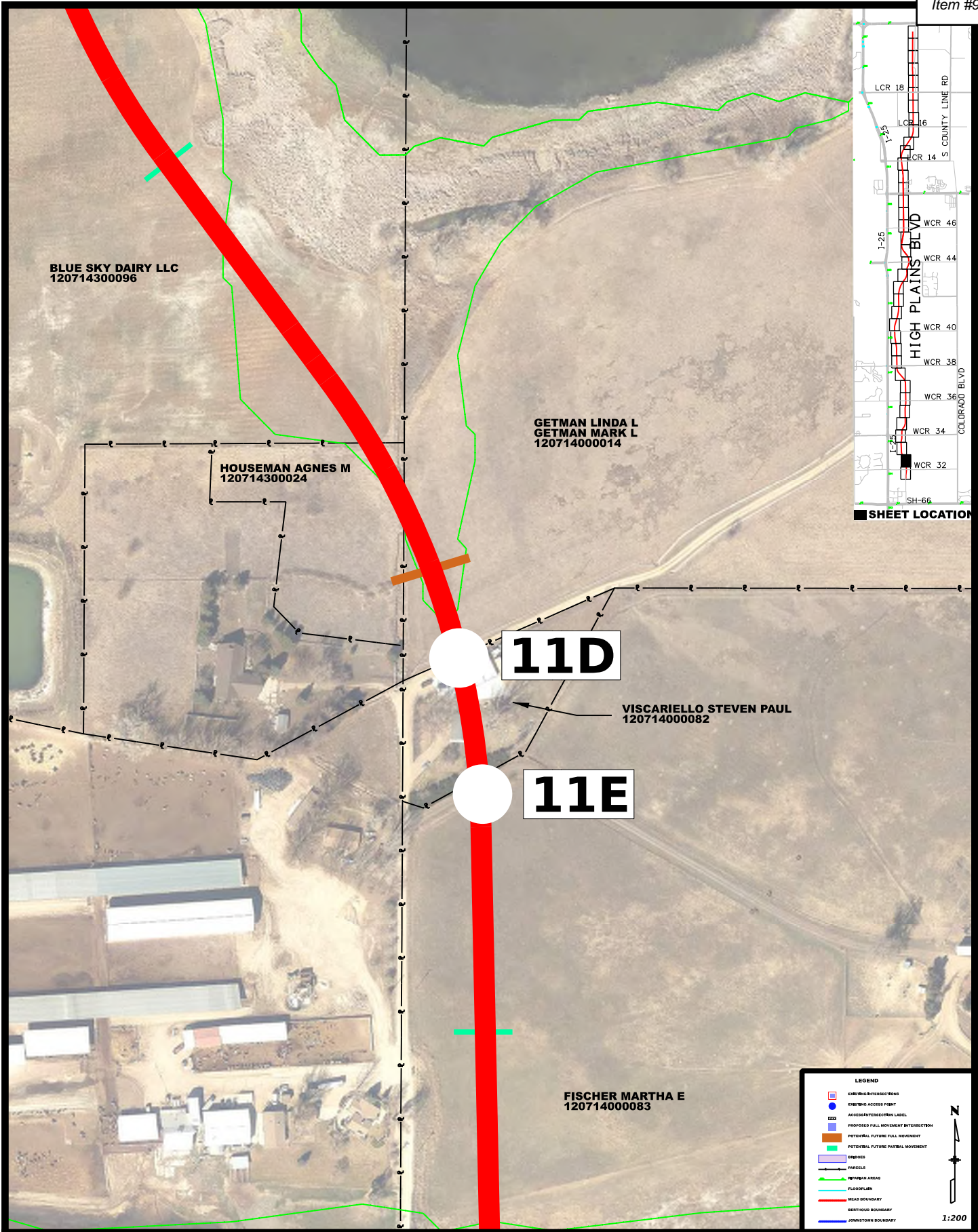
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- FLOODPLAIN
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- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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BLUE SKY DAIRY LLC
120714300096

HOUSEMAN AGNES M
120714300024

GETMAN LINDA L
GETMAN MARK L
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VISCARIELLO STEVEN PAUL
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FISCHER MARTHA E
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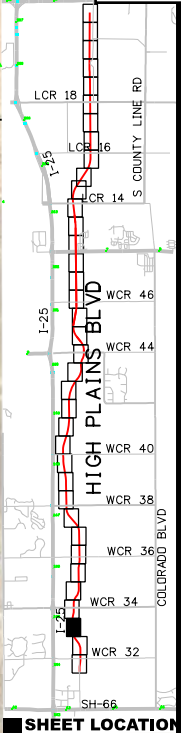
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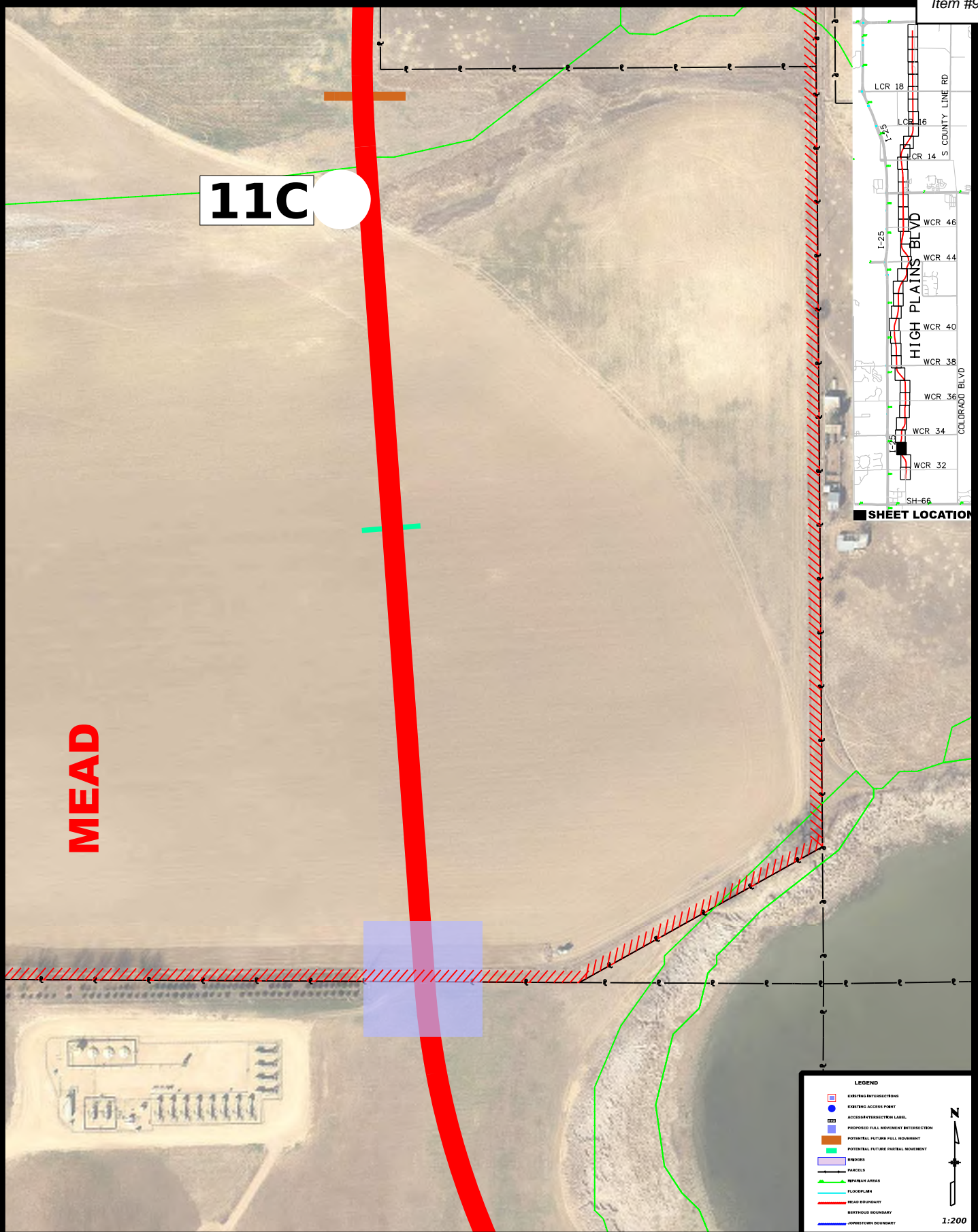
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MEAD



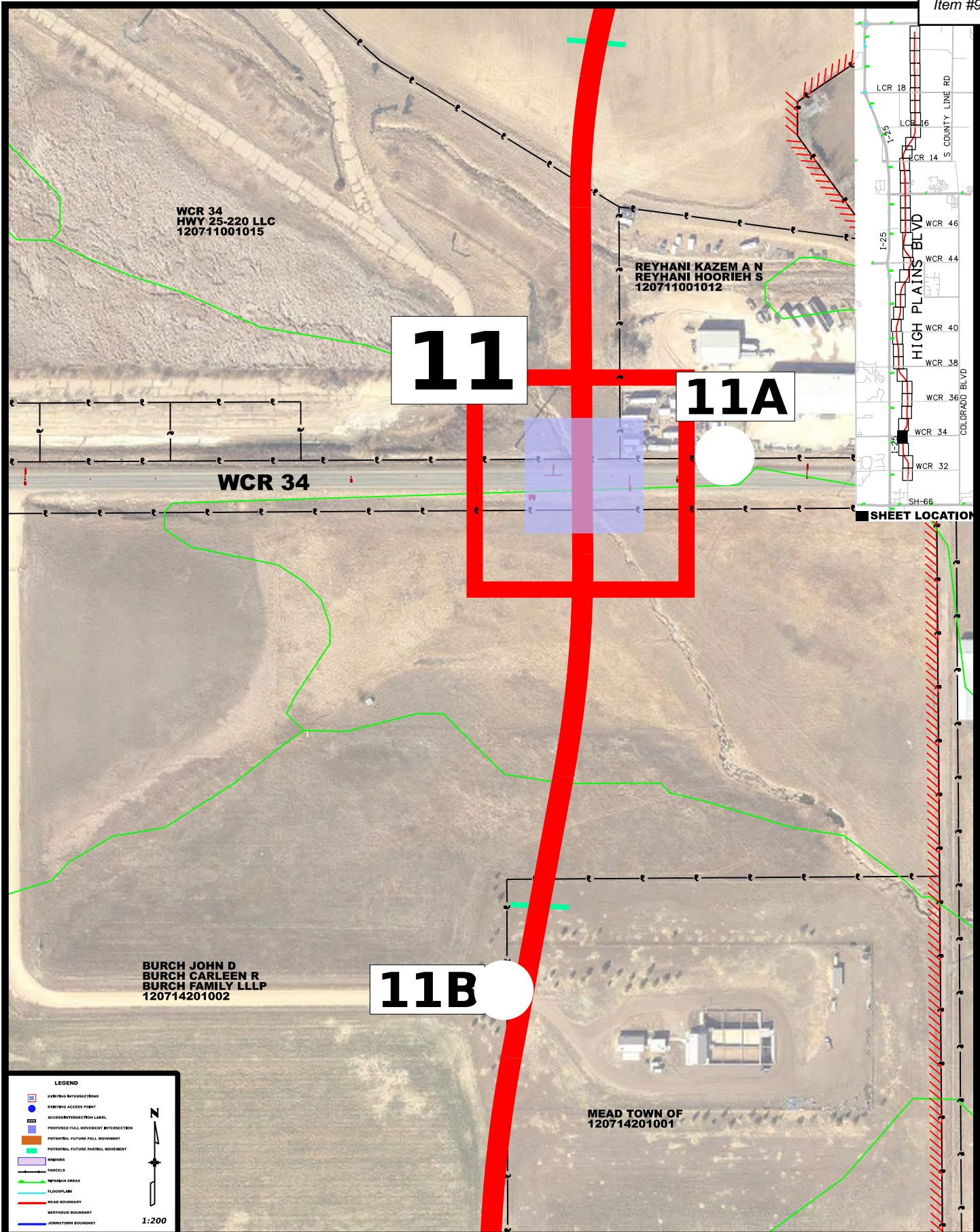
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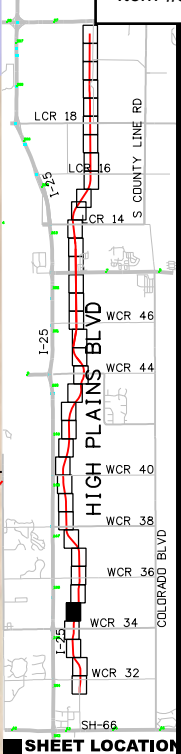
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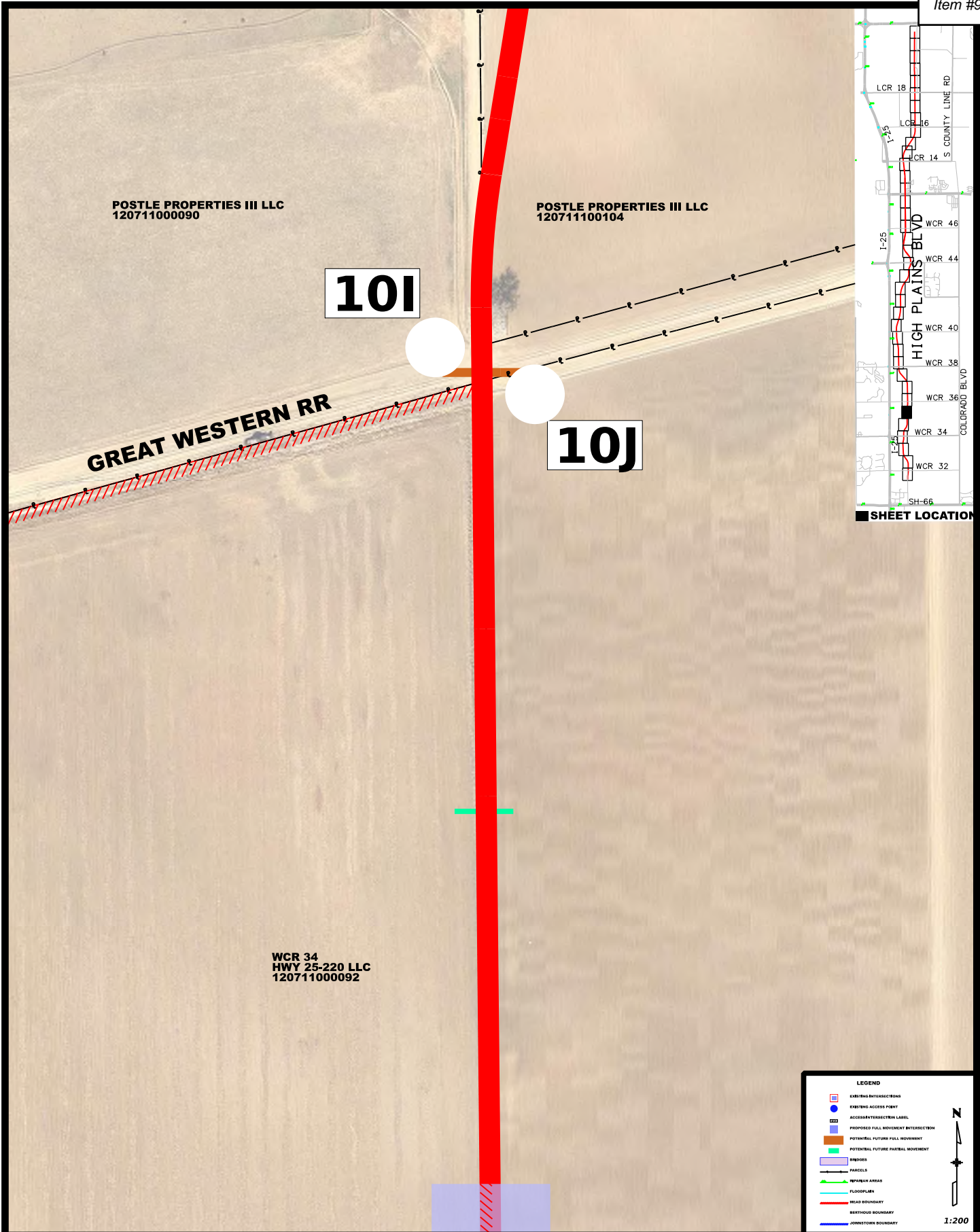
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- JOHNSTOWN BOUNDARY

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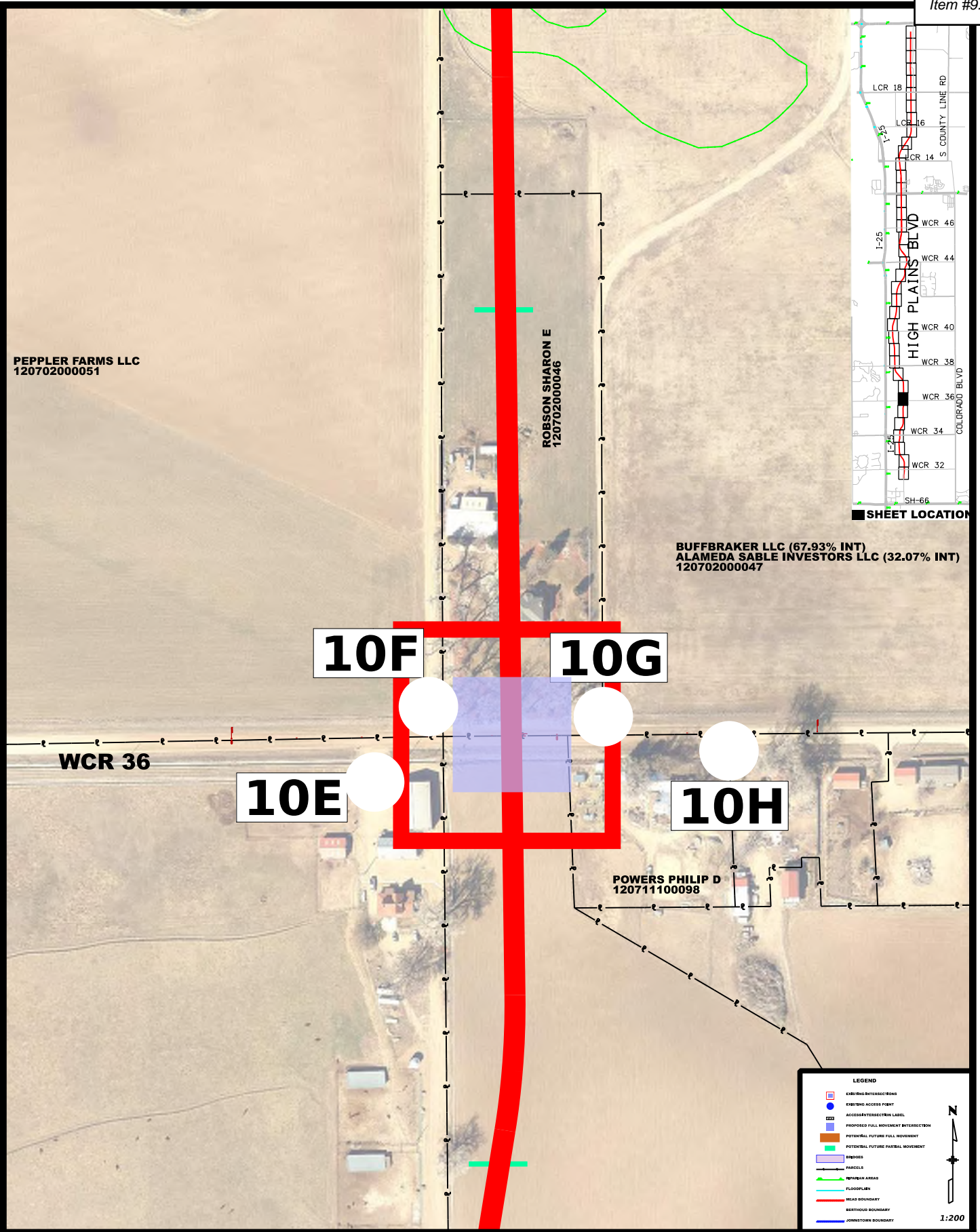
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- RIPARIAN AREAS
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- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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HIGH PLAINS BLVD ACCESS CONTROL PLAN



BUFFBRAKER LLC (67.93% INT)
ALAMEDA SABLE INVESTORS LLC (32.07% INT)
120702000047

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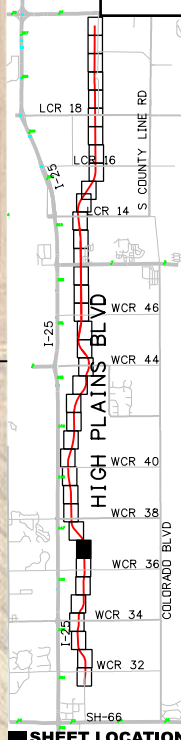
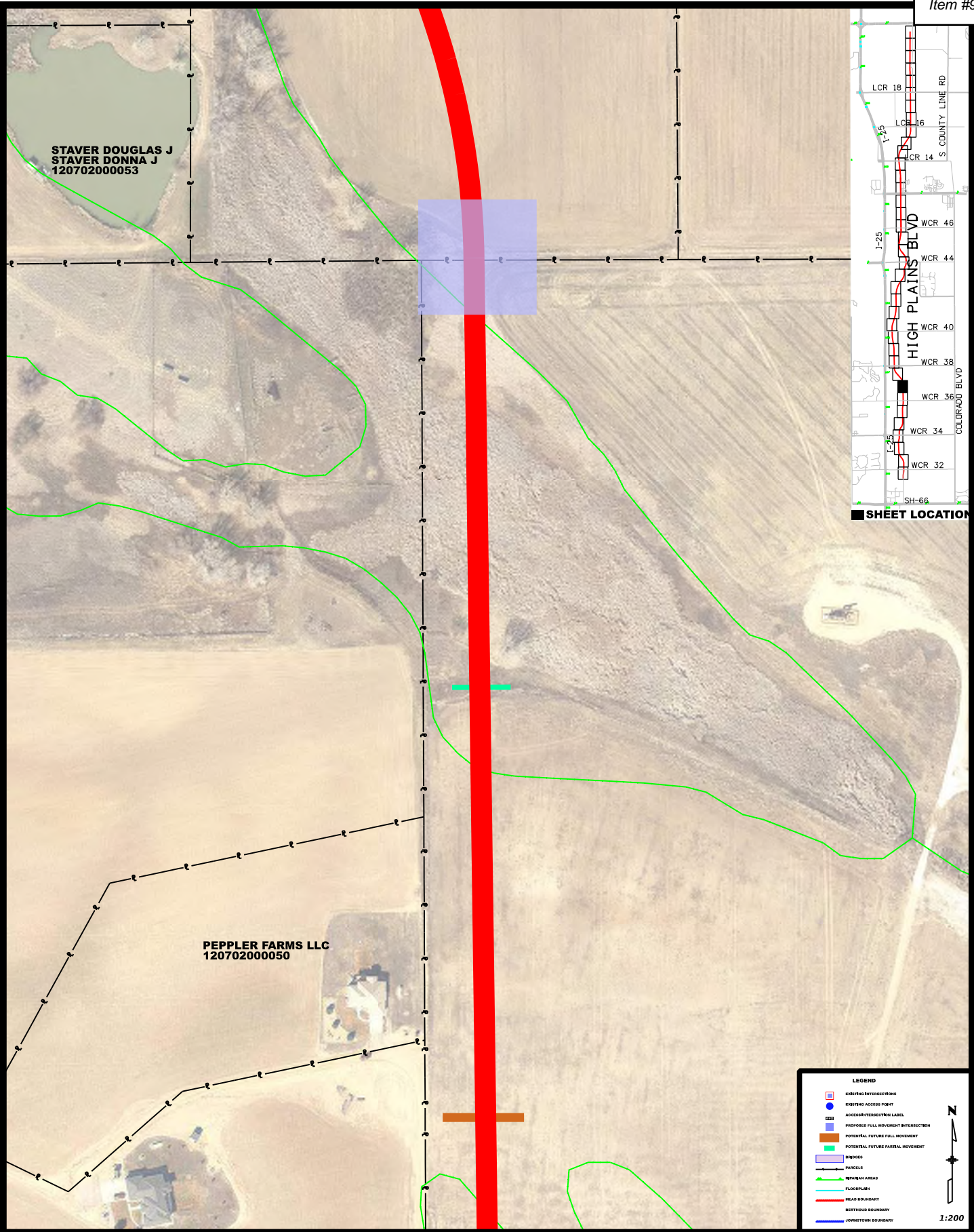
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POWERS PHILIP D
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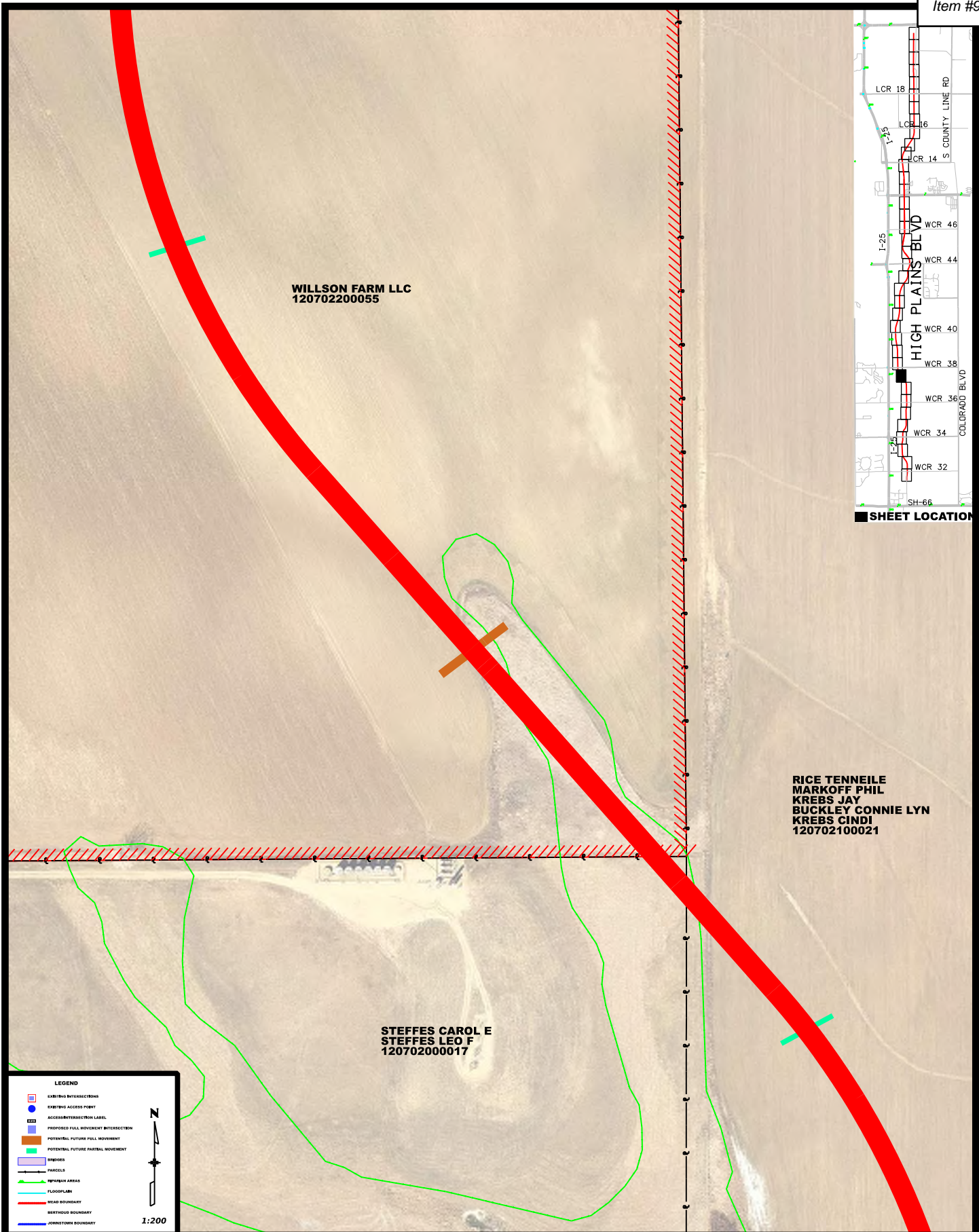
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- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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SHEET LOCATION



SHEET LOCATION

WILLSON FARM LLC
120702200055

STEFFES CAROL E
STEFFES LEO F
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RICE TENNEILE
MARKOFF PHIL
KREBS JAY
BUCKLEY CONNIE LYN
KREBS CINDI
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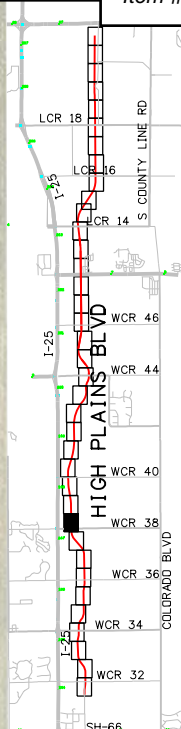
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- FLOODPLAIN
- HEAD BOUNDARY
- BERTHING BOUNDARY
- TOWNSHIP BOUNDARY

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HD PATH GROWTH PARTNERS LTD
106135000004

SHEET LOCATION



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WCR 38

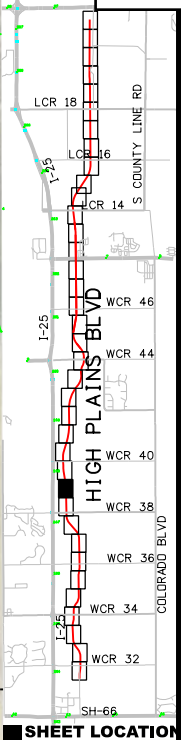
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VIDER DIANA LYNN FAMILY TRUST
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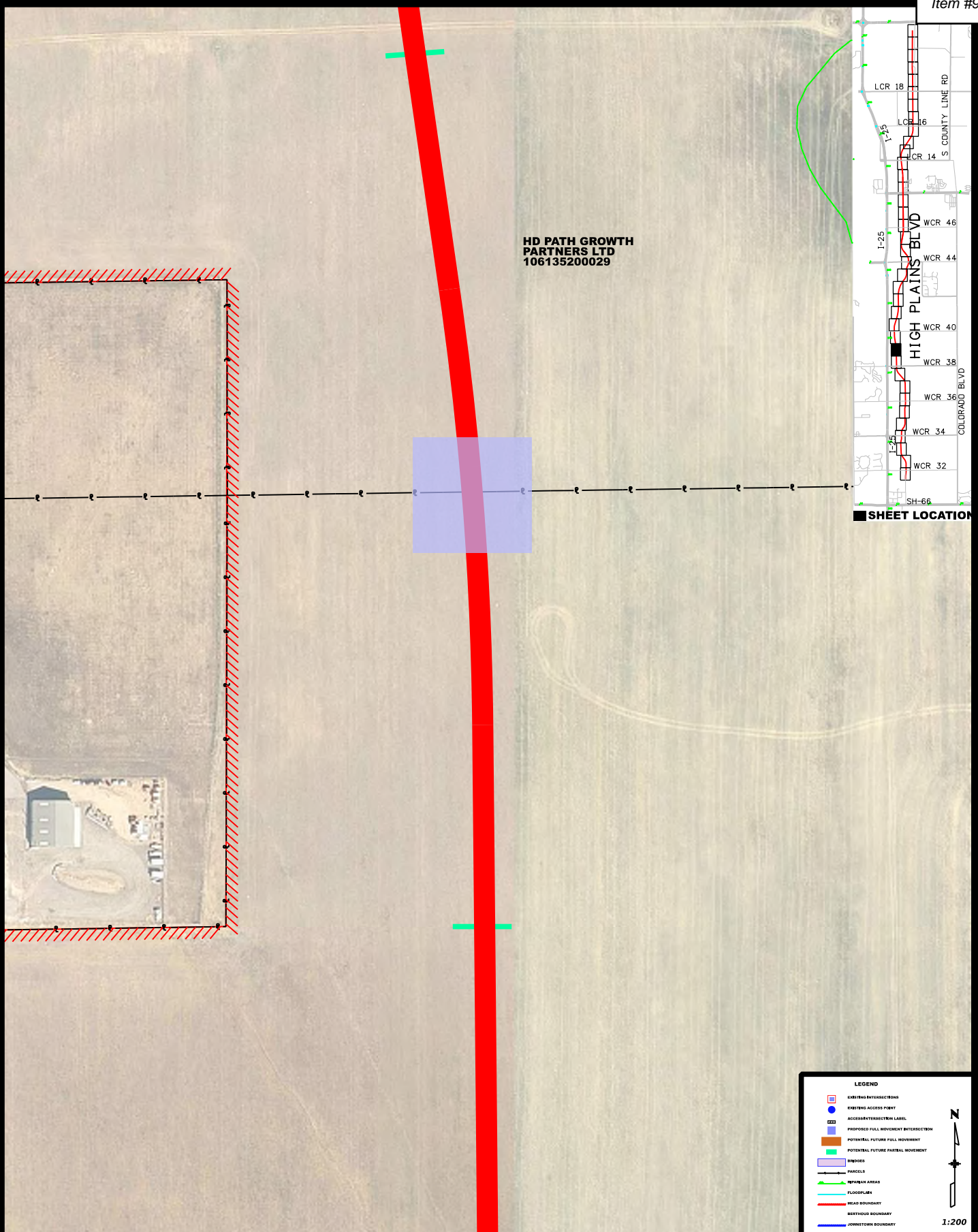
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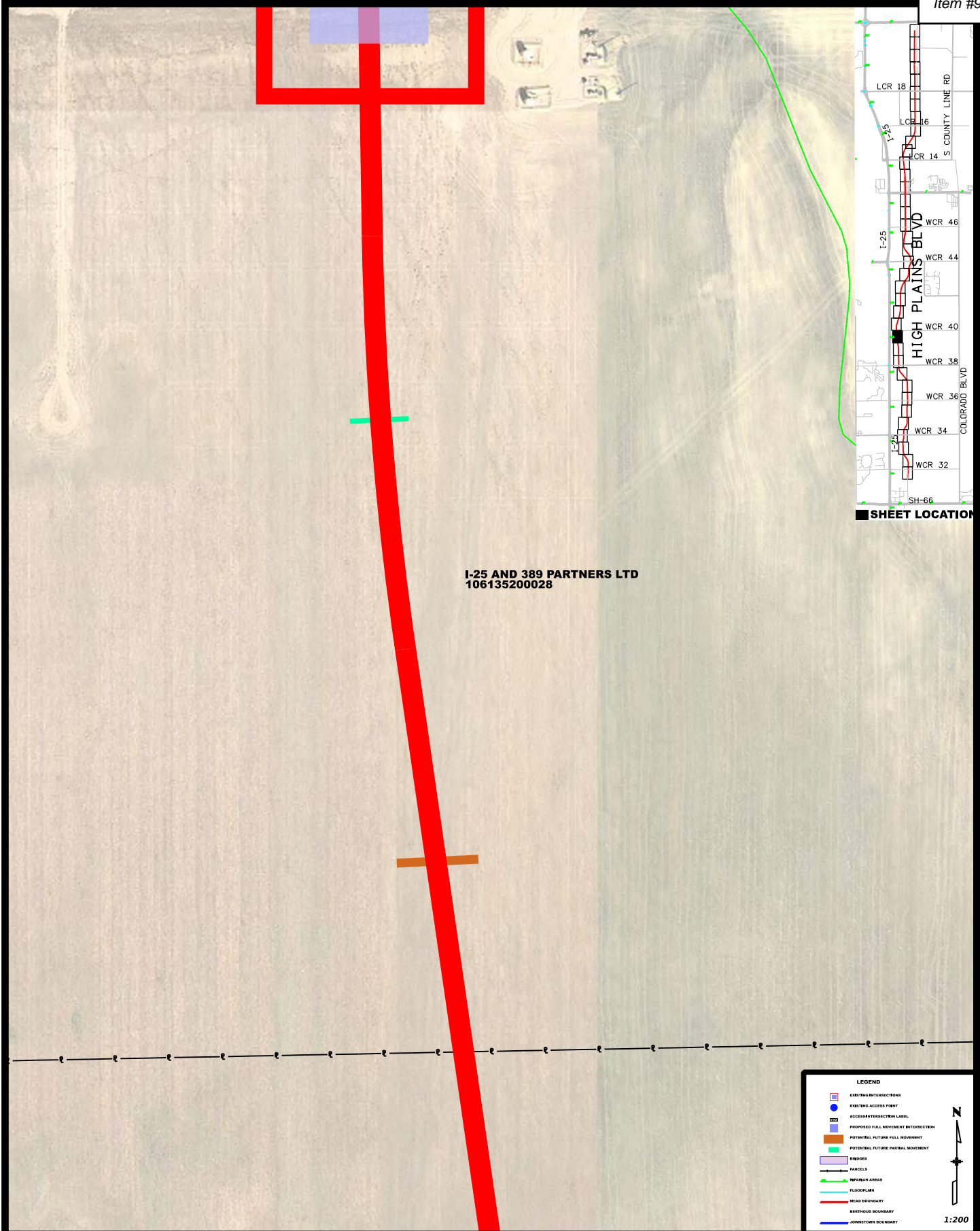
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- JOHNSTOWN BOUNDARY

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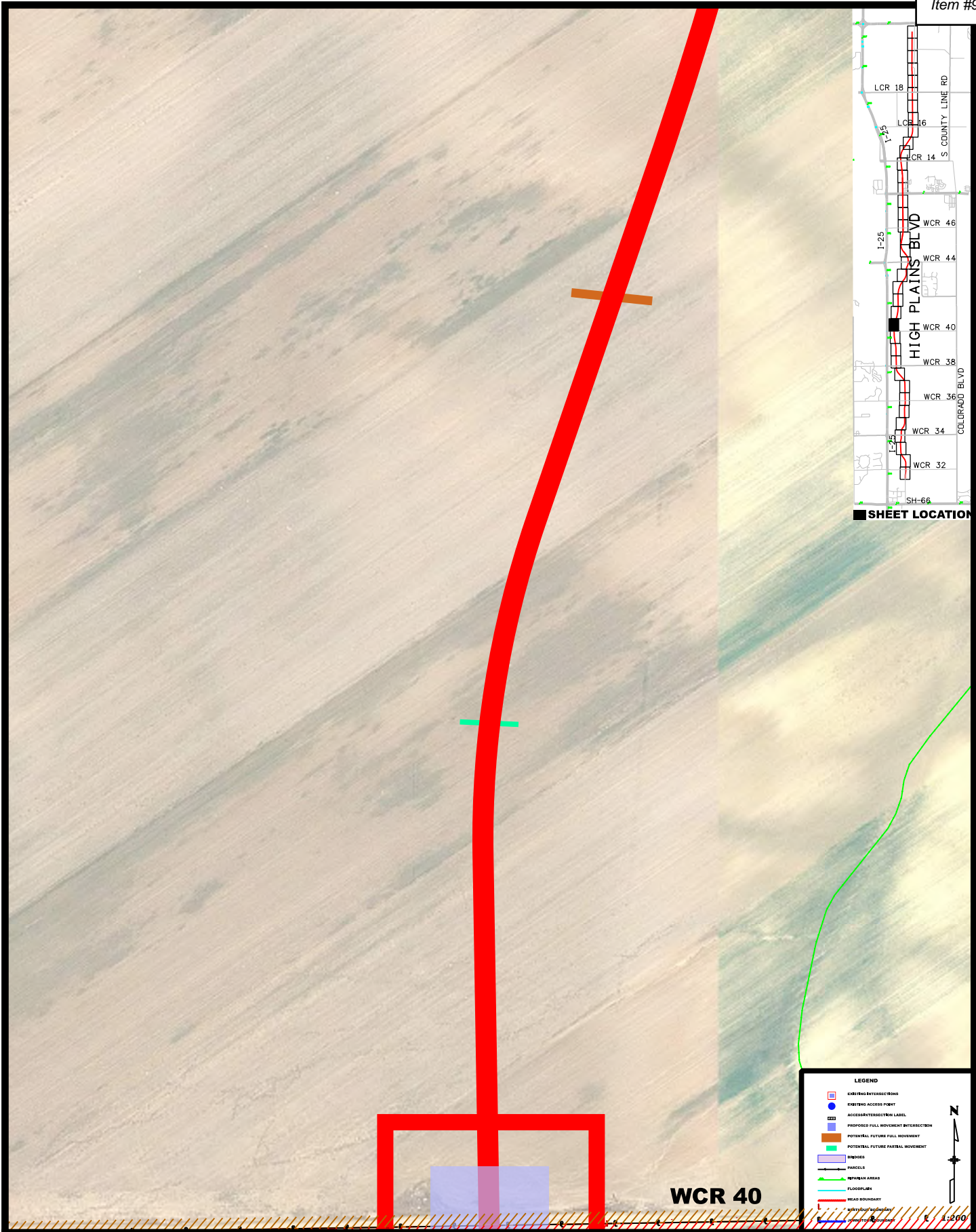
I-25 AND 389 PARTNERS LTD
106135200028

SHEET LOCATION

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- PARCELS
- FLOODPLAIN
- BEAR BOUNDARY
- JOHNSTOWN BOUNDARY

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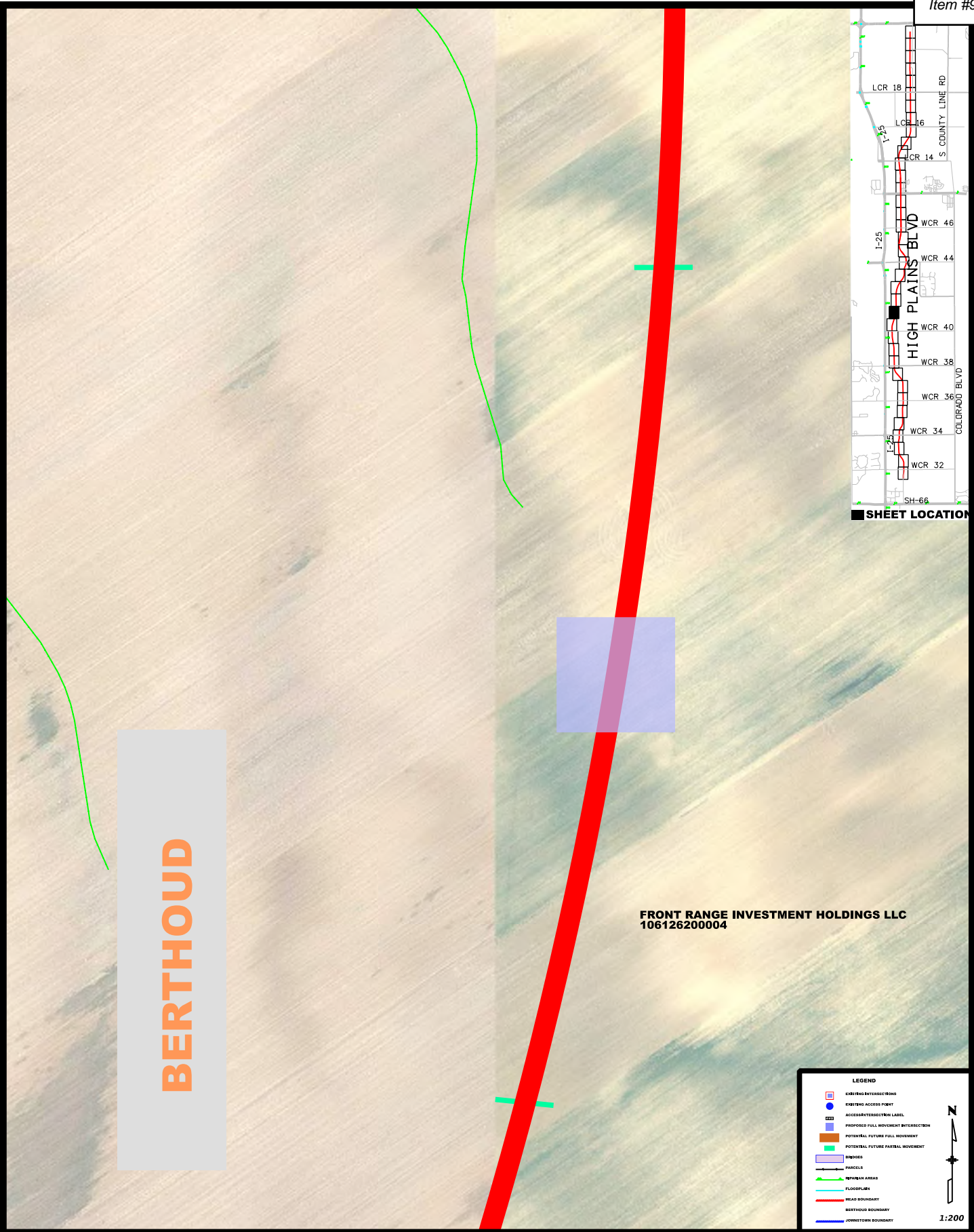
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WCR 40

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- SURVEY BOUNDARY
- PROPERTY BOUNDARY

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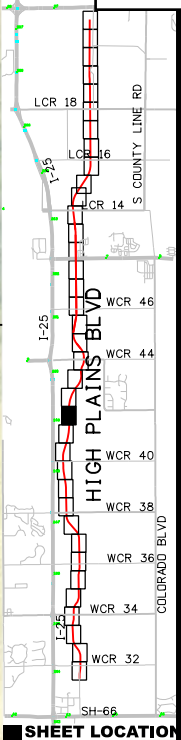
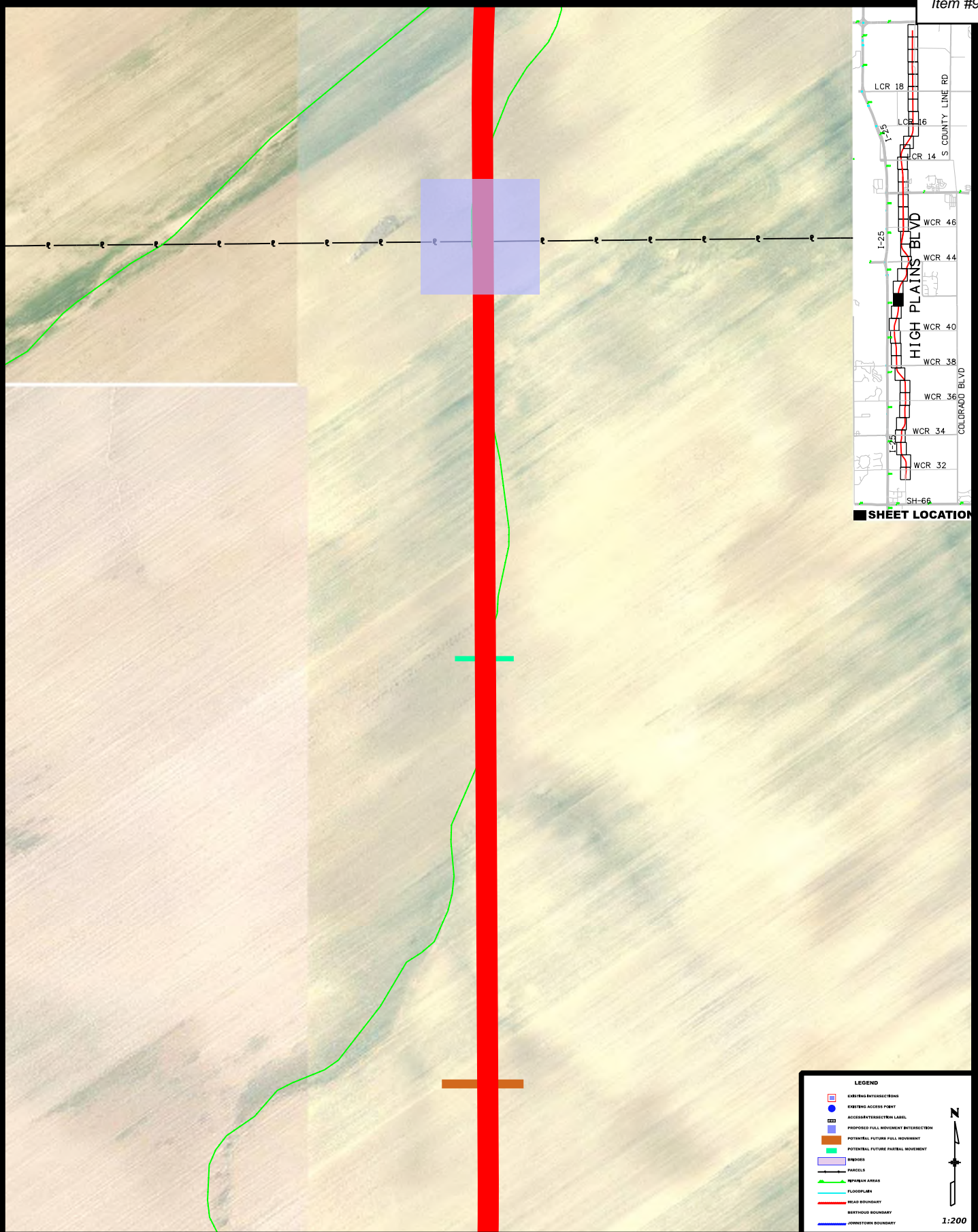
BERTHOUD

**FRONT RANGE INVESTMENT HOLDINGS LLC
10612620004**

- LEGEND**
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 - POTENTIAL FUTURE PARTIAL MOVEMENT
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 - BERTHOUD BOUNDARY
 - JOHNSTOWN BOUNDARY



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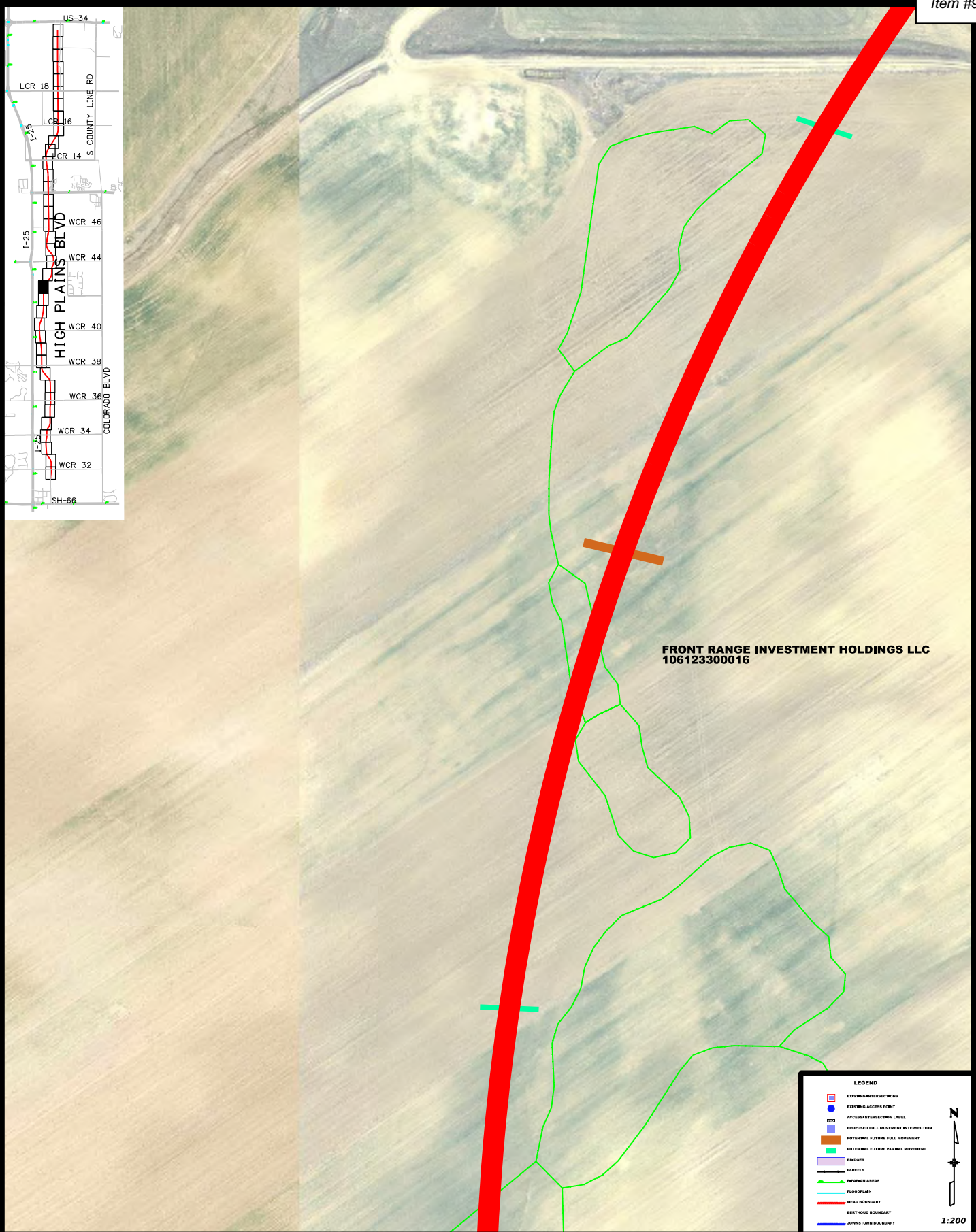


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- BEAR BOUNDARY
- JOHNSTOWN BOUNDARY

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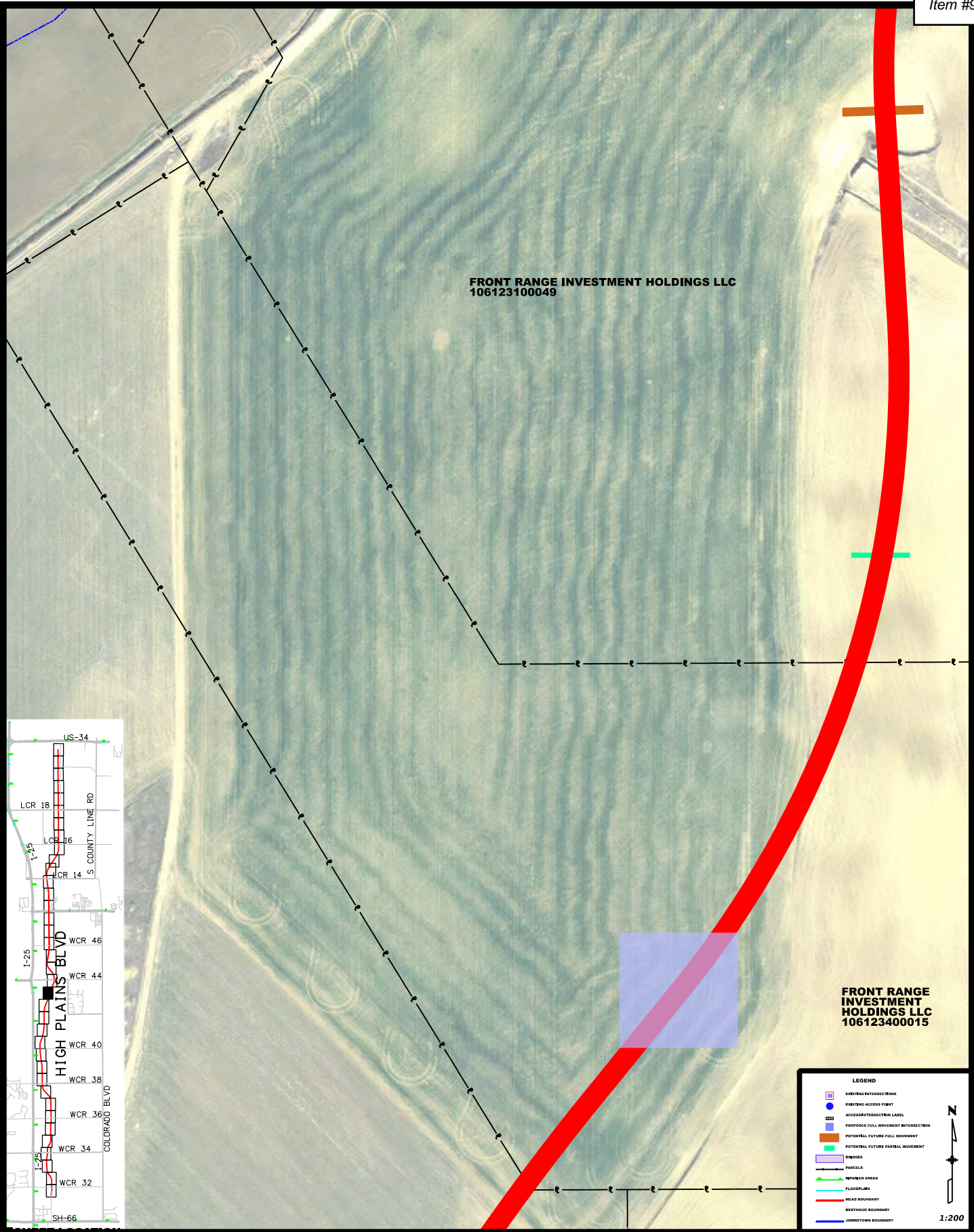


FRONT RANGE INVESTMENT HOLDINGS LLC
106123300016

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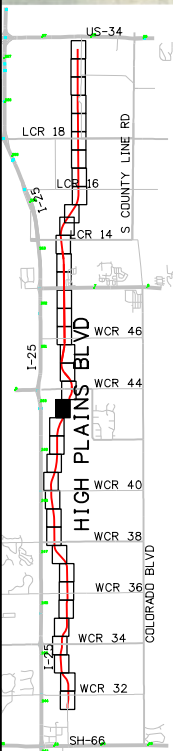
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- JOHNSTOWN BOUNDARY

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FRONT RANGE INVESTMENT HOLDINGS LLC
106123100049

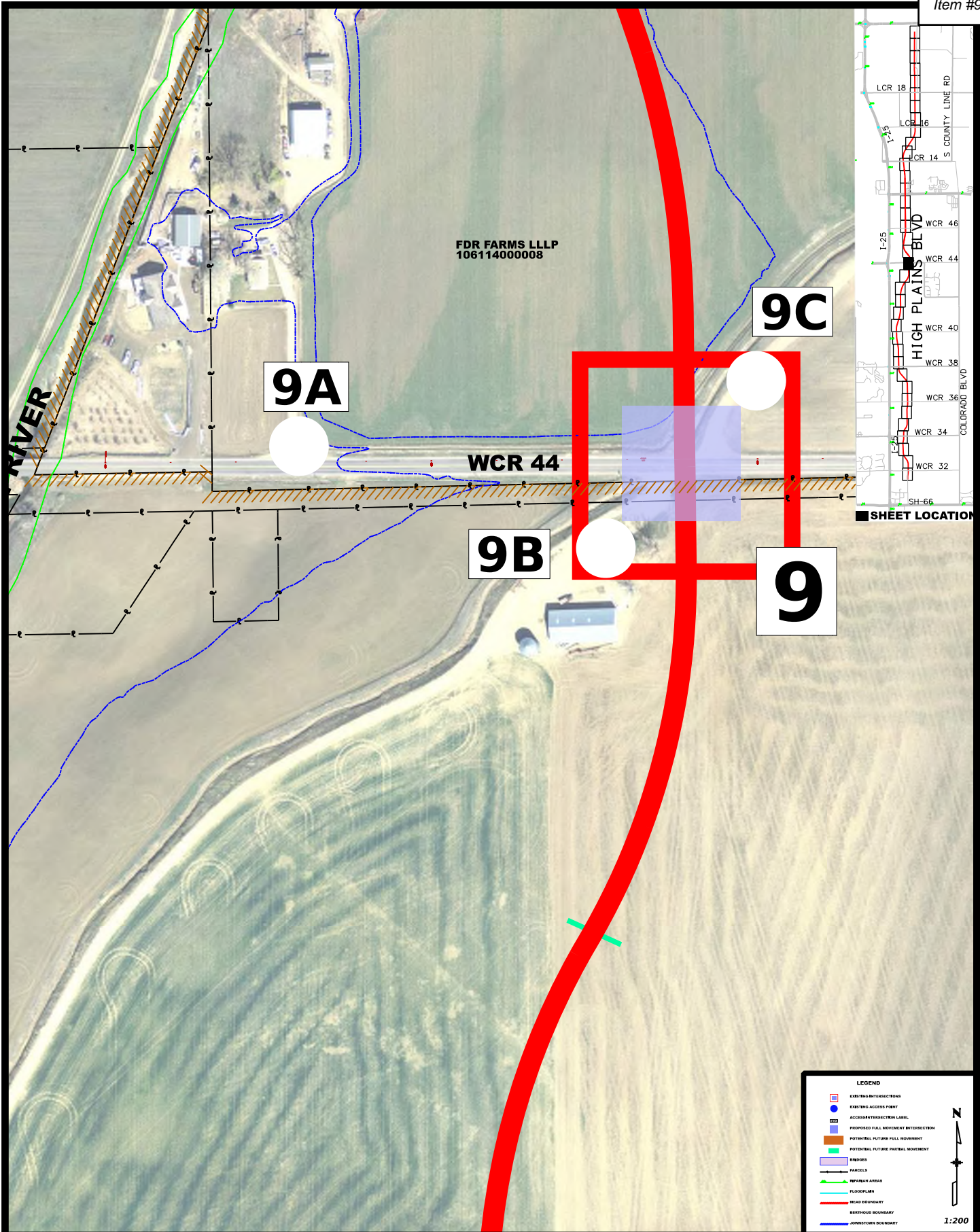
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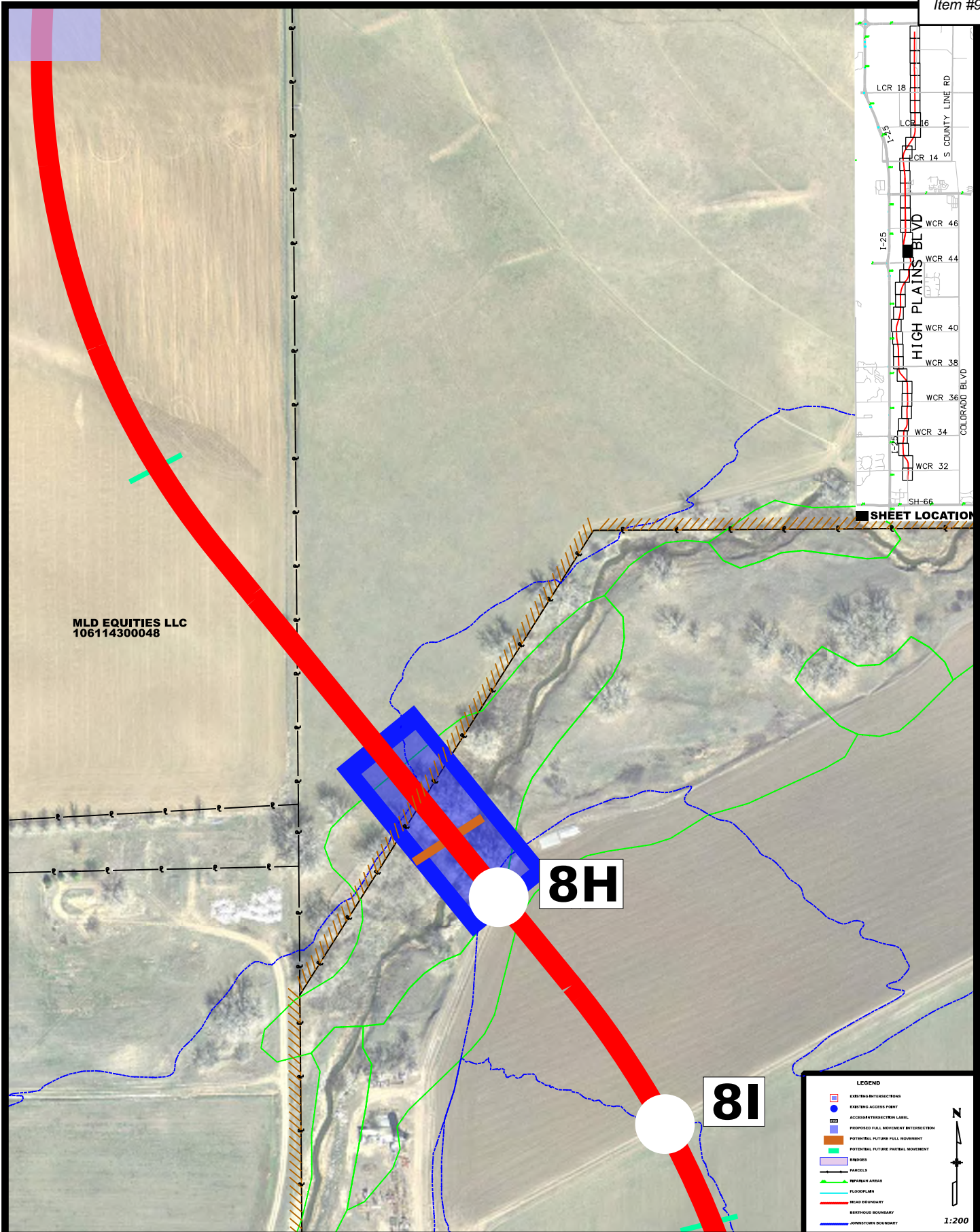


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- JOHNSONTOWN BOUNDARY

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MLD EQUITIES LLC
10611430048

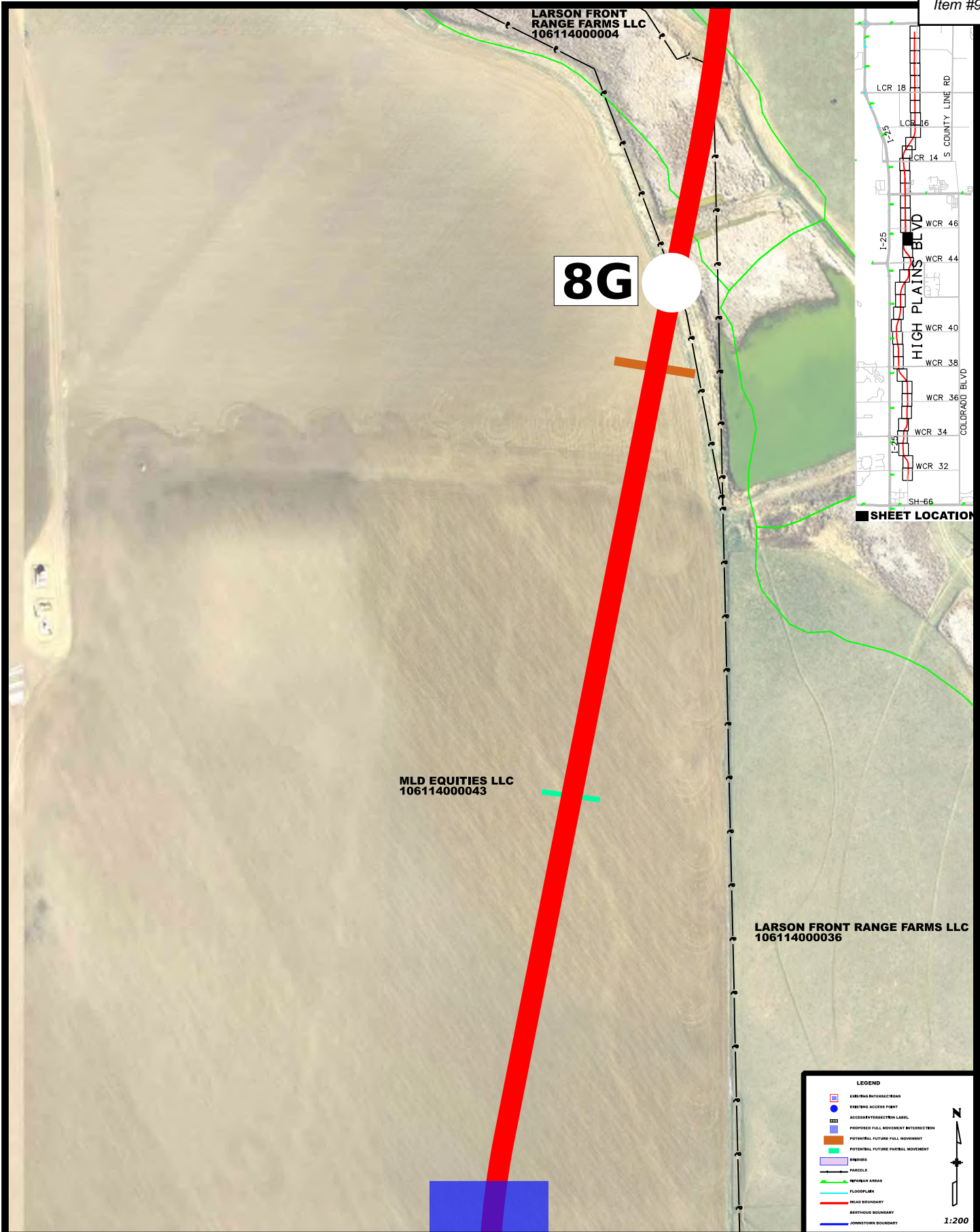
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- ▭ PARCELS
- RIPARIAN AREAS
- FLOODPLAIN
- BEAR BOUNDARY
- HEARTH BOUNDARY
- JOHNSTOWN BOUNDARY

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8G

LARSON FRONT RANGE FARMS LLC
10611400004

MLD EQUITIES LLC
106114000043

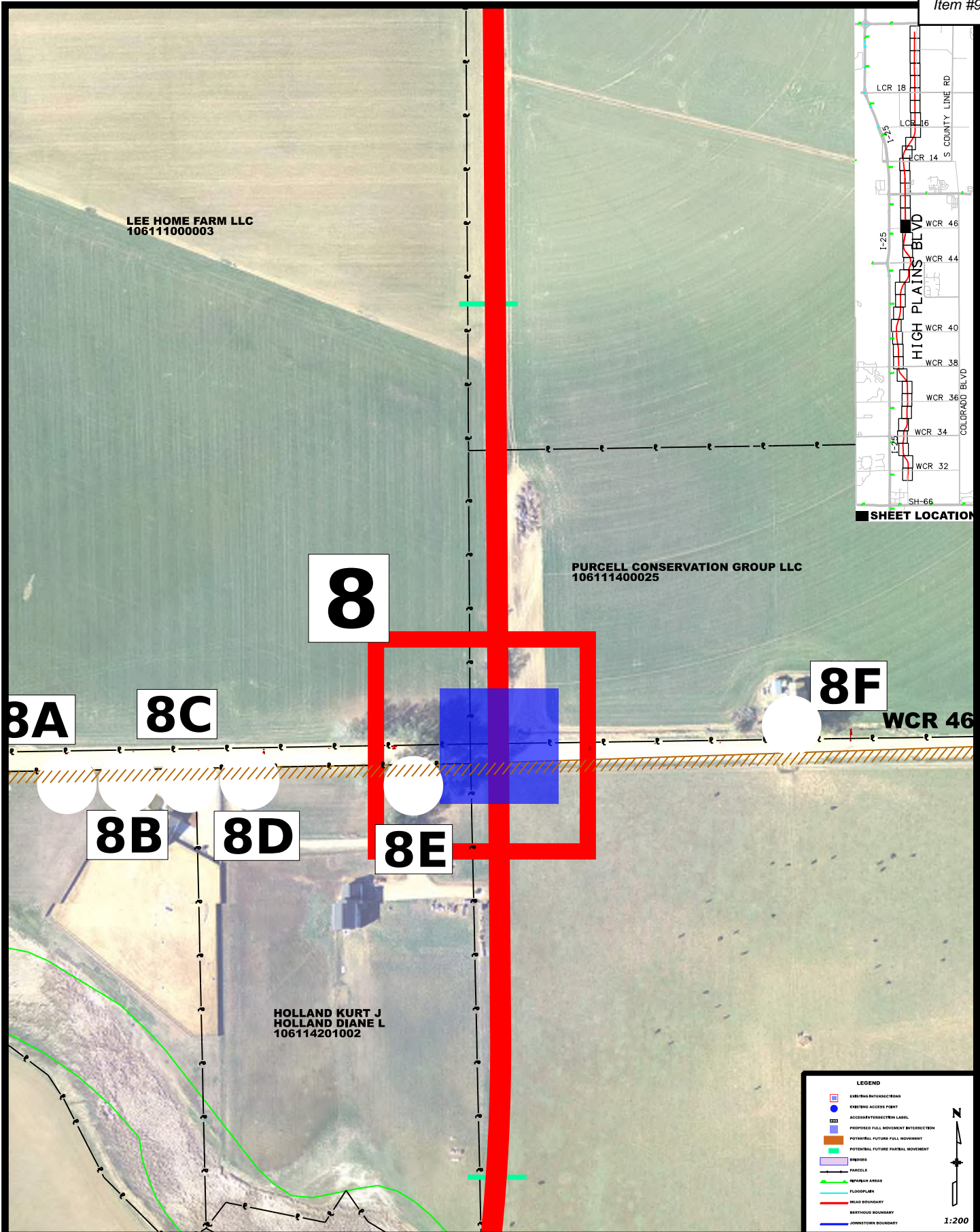
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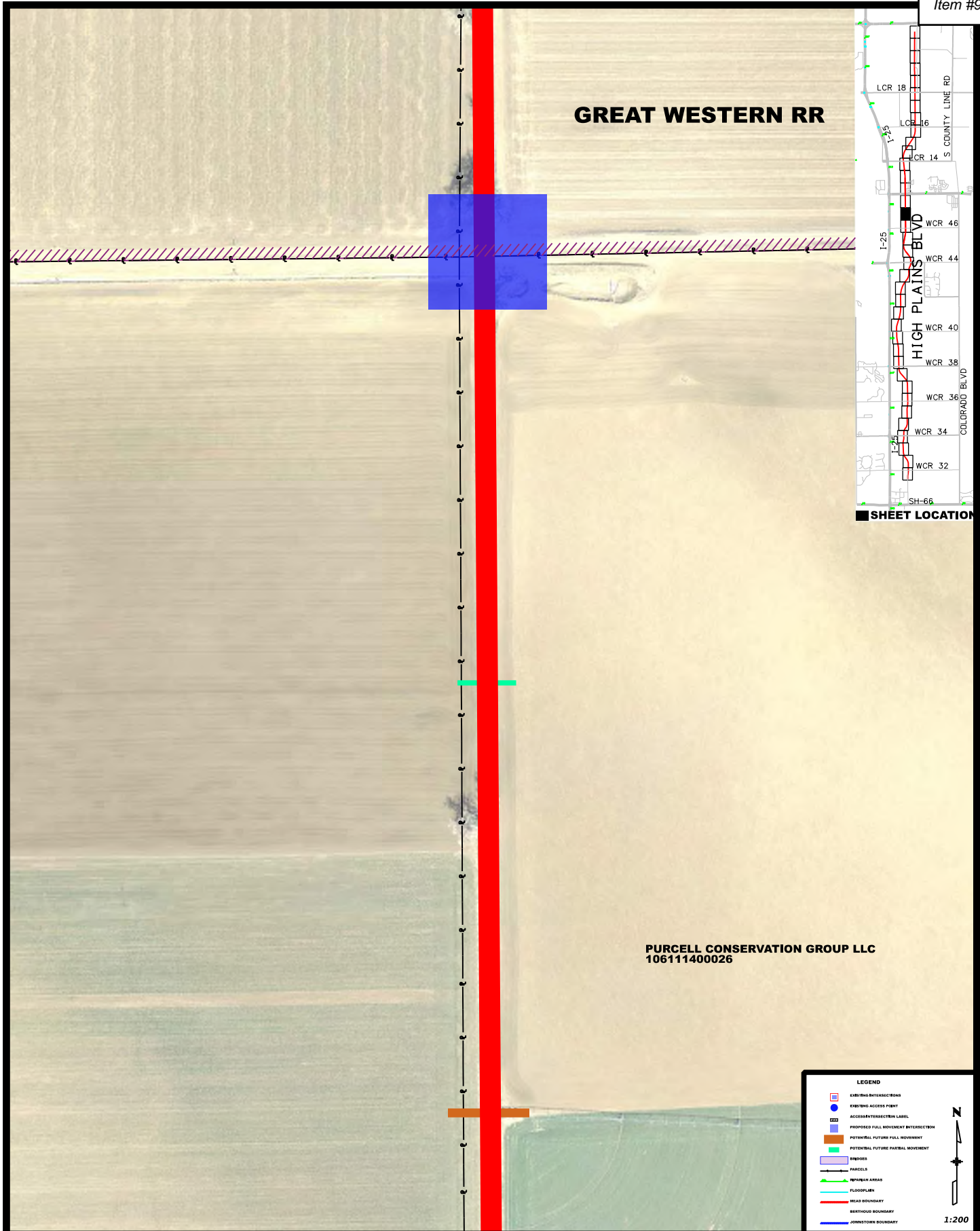
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- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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GREAT WESTERN RR

SHEET LOCATION

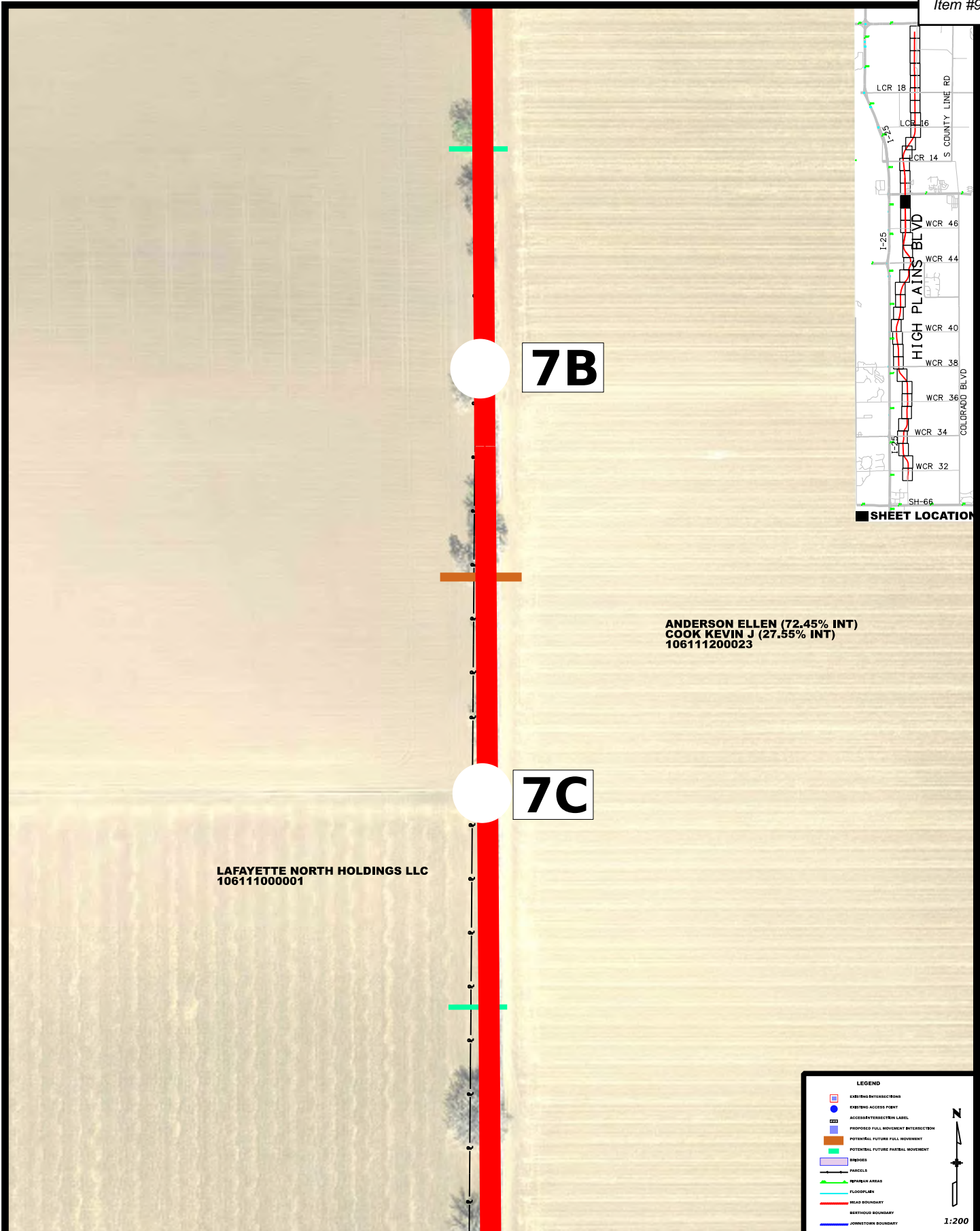
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- PARCELS
- FLOODPLAIN
- BEAR BOUNDARY
- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

1:200

**HIGH PLAINS BLVD
ACCESS CONTROL PLAN**



LAFAYETTE NORTH HOLDINGS LLC
10611100001

ANDERSON ELLEN (72.45% INT)
COOK KEVIN J (27.55% INT)
106111200023

7B

7C

SHEET LOCATION

LEGEND

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- FLOODPLAIN AREA
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- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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JOHNSTOWN

VISTA AG LLC
10610200026

6E

7

7A

SH 60B

WCR 48

ROCKSBURY RIDGE HOMEOWNERS ASSOC INC
106102003037

LCR 18
LCR 16
LCR 14
S. COUNTY LINE RD
WCR 46
WCR 44
WCR 40
WCR 38
WCR 36
WCR 34
WCR 32
SH-66
HIGH PLAINS BLVD
COLORADO BLVD

SHEET LOCATION

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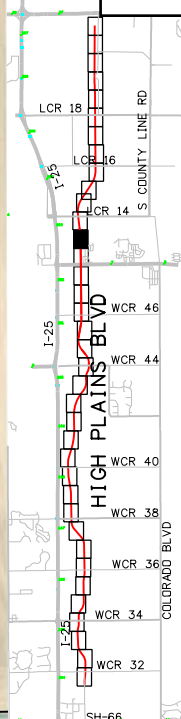
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- PARCELS
- REPAIR AREAS
- FLOODPLAIN
- BEAR BOUNDARY
- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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HIGH PLAINS BLVD
ACCESS CONTROL PLAN

HPE INVESTORS LLC
106102100031

PLATTE LAND &
WATER LLC
106102200030



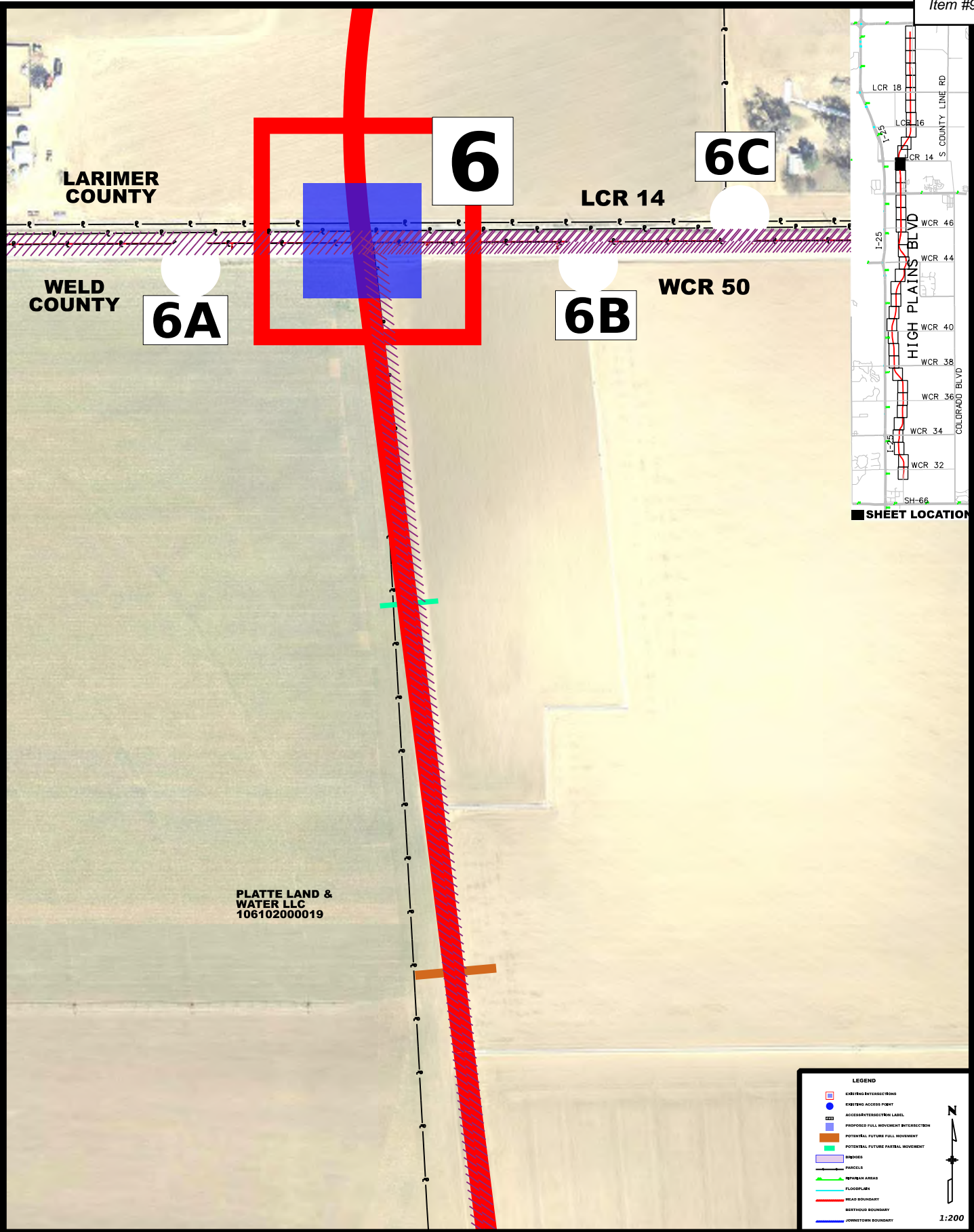
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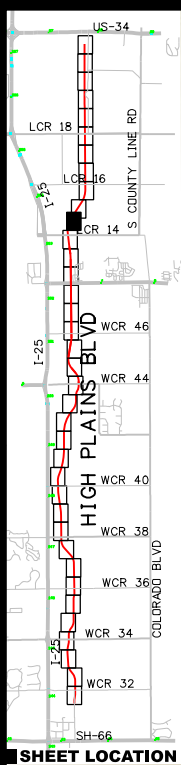
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- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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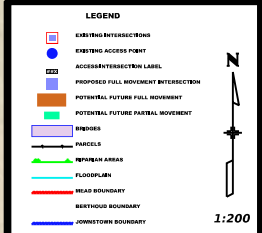
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PLATTE LAND & WATER LLC
853500002

5J

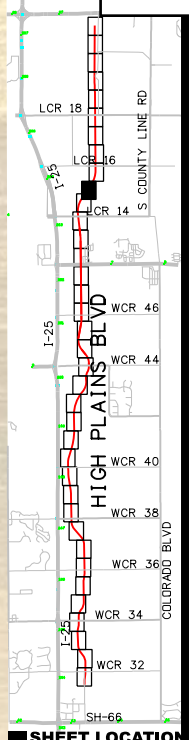
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5G

YELEK CHARLOTTE M
8535108001

FRANK STANLEY L
8536000004



■ SHEET LOCATION

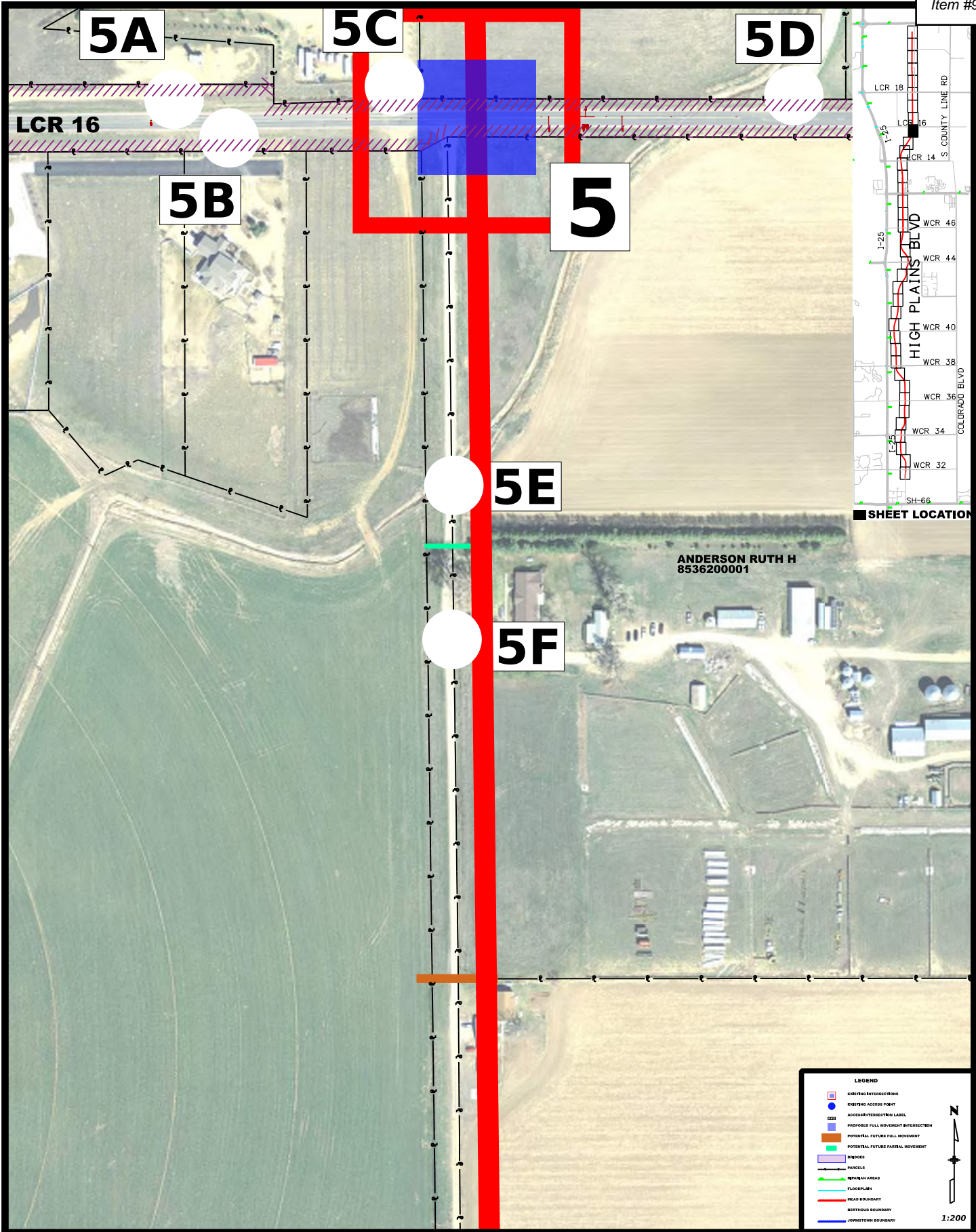
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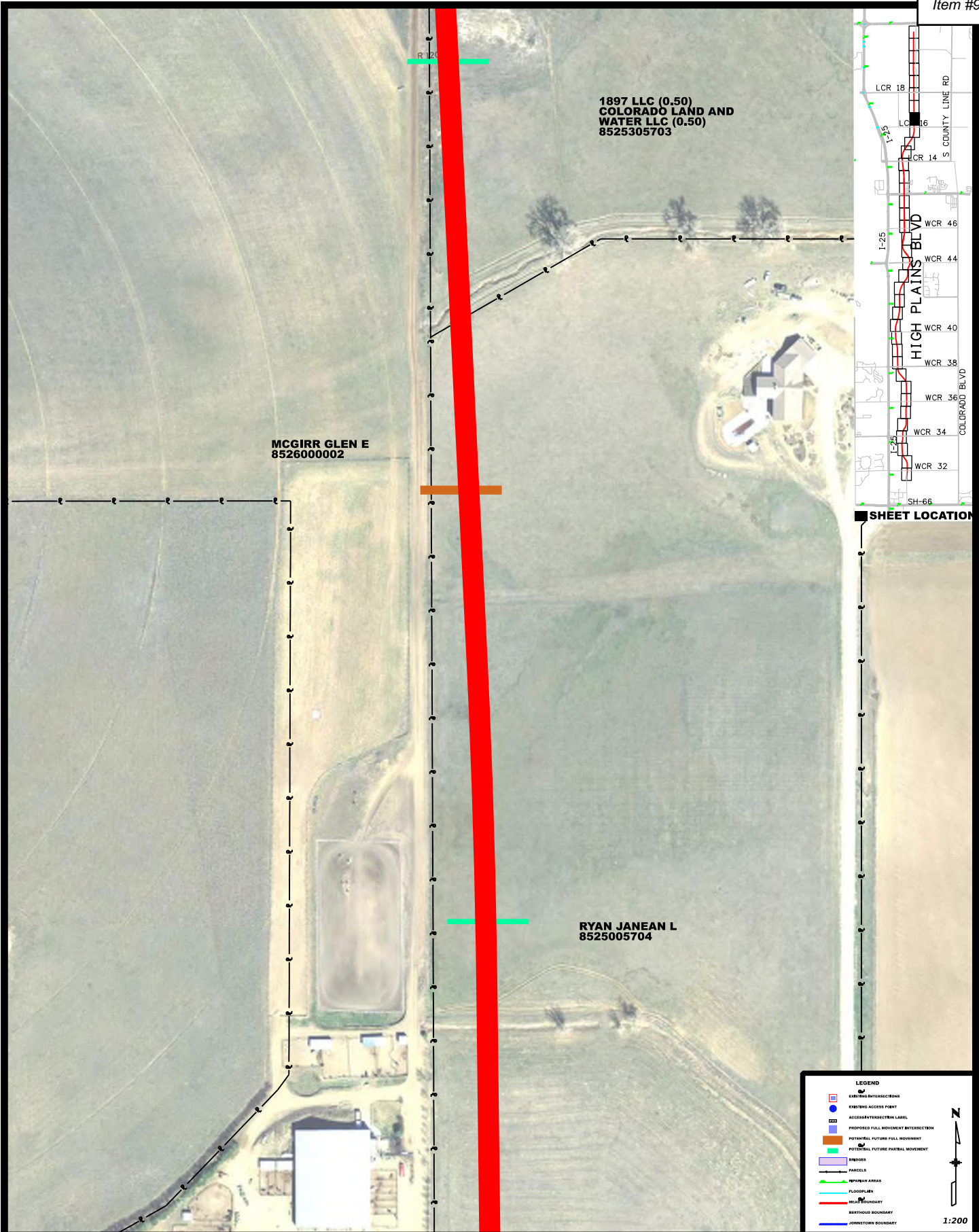
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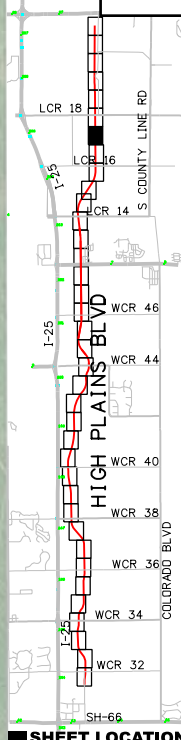
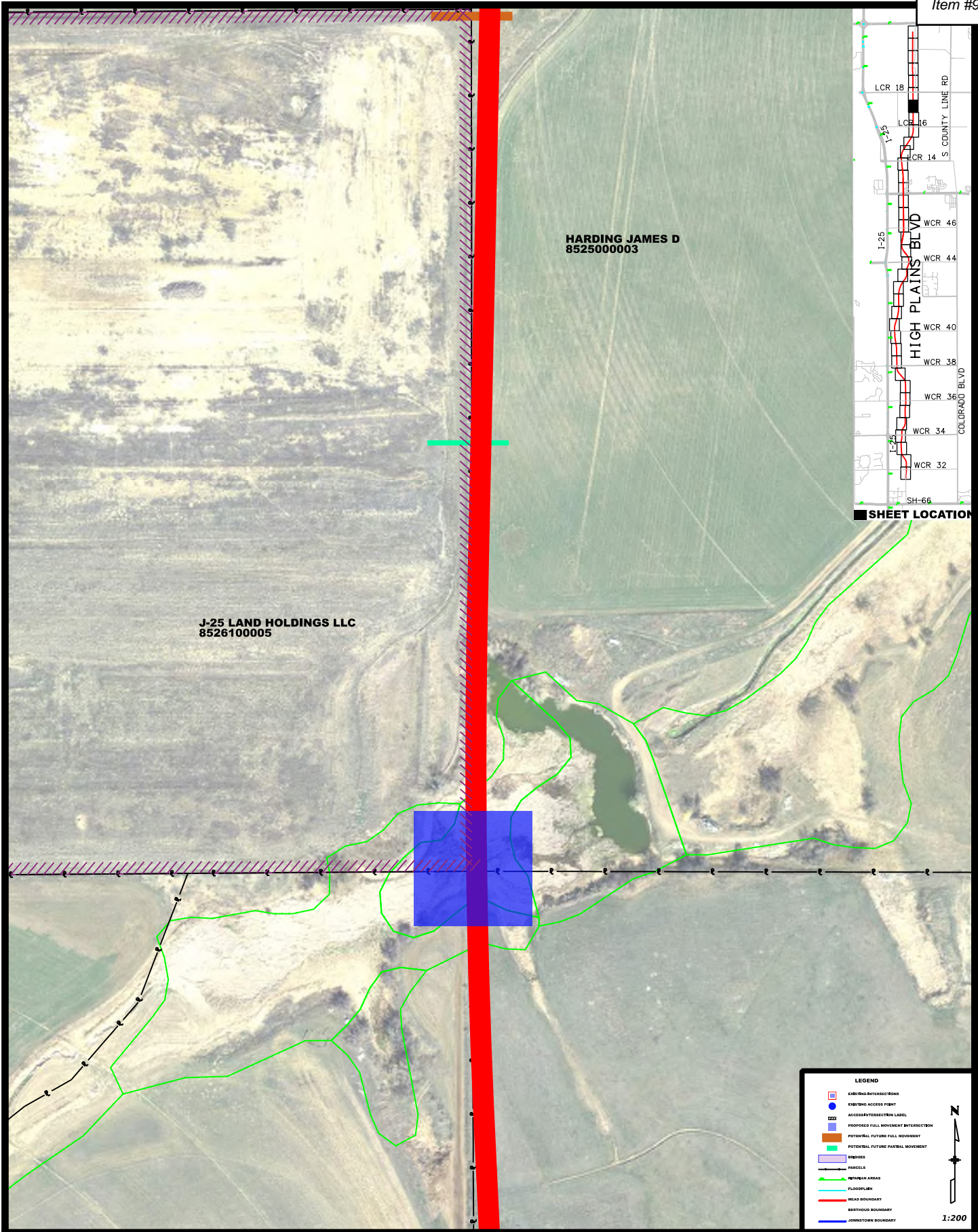


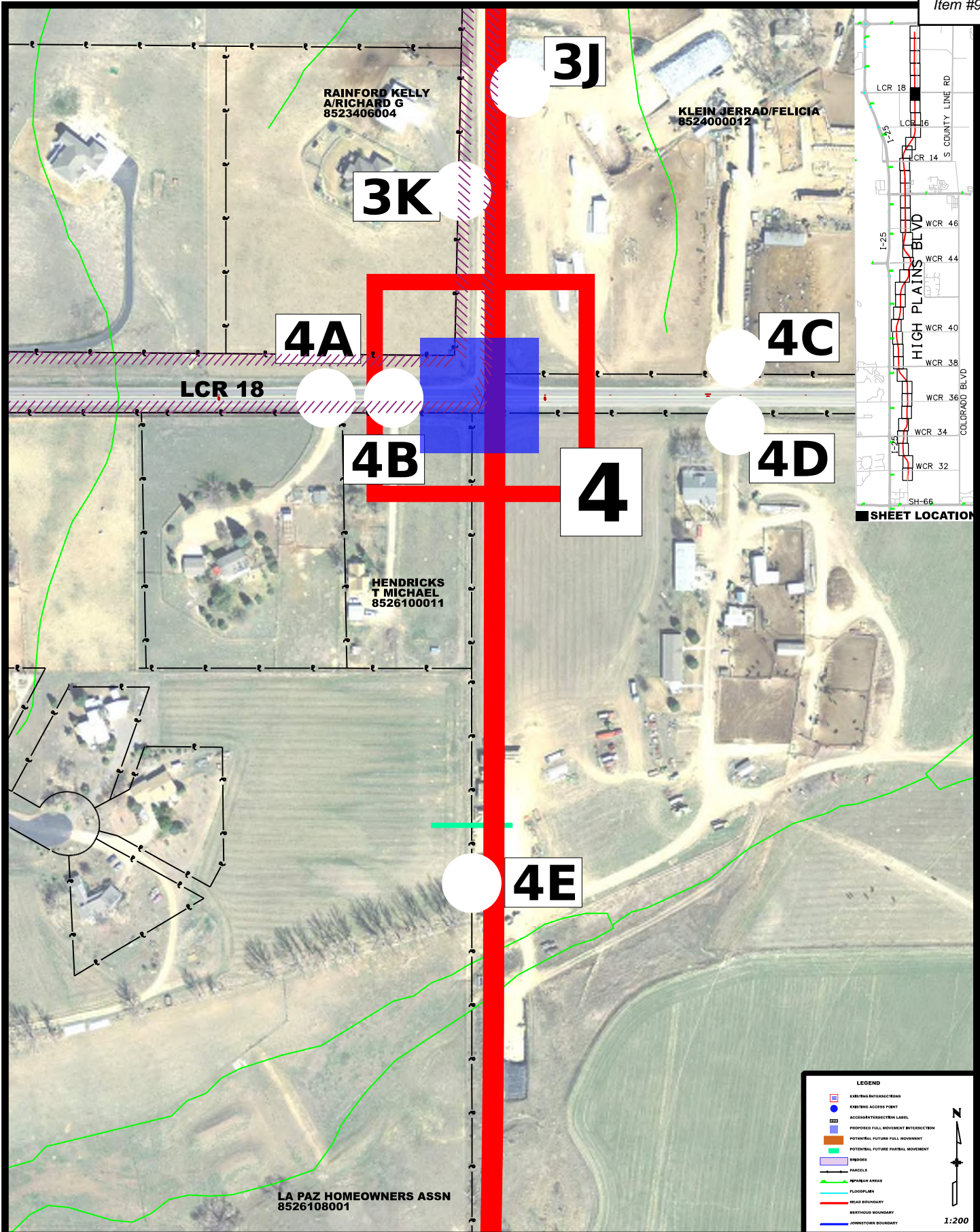
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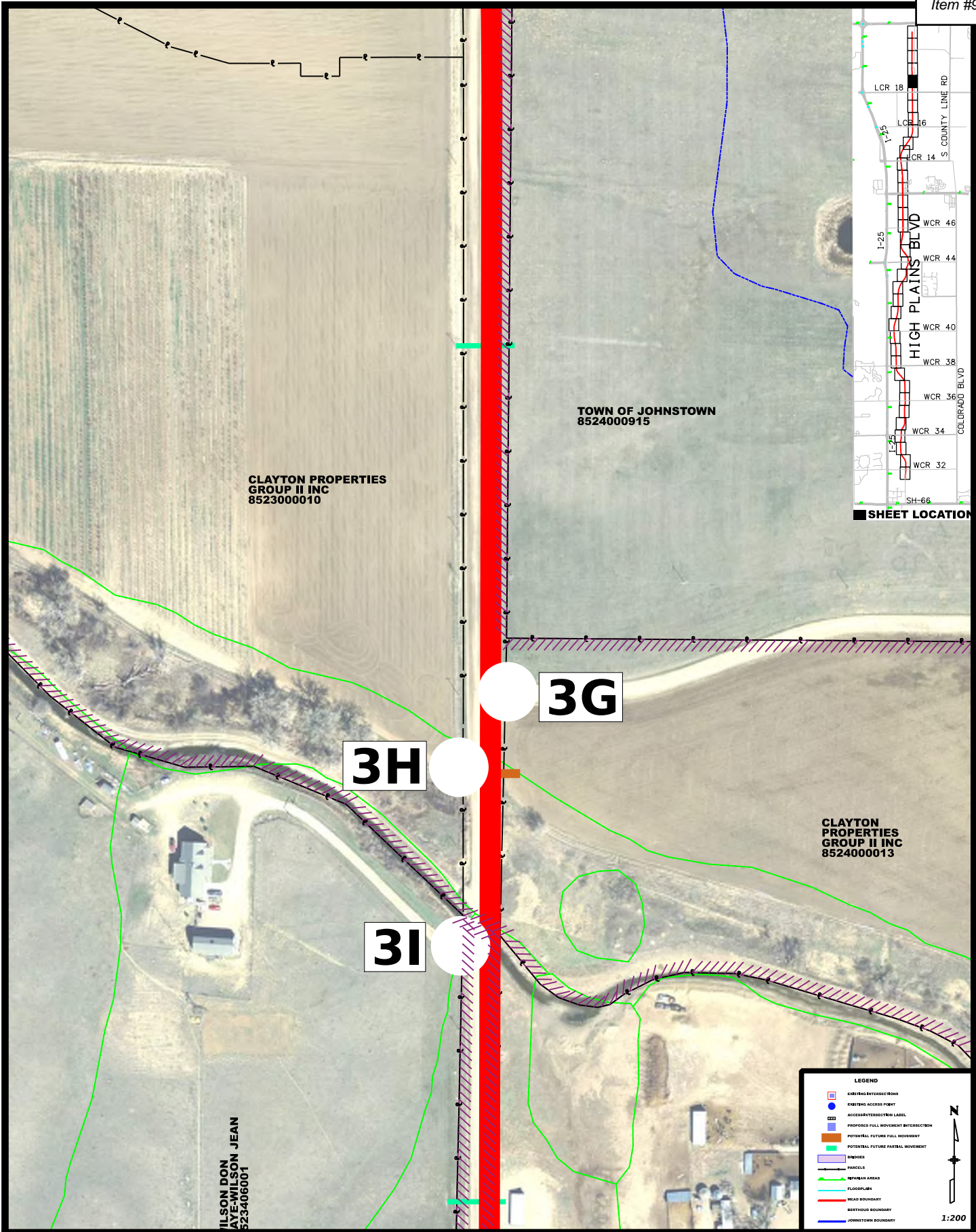
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- JOHNSTOWN BOUNDARY

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1:200







CLAYTON PROPERTIES
GROUP II INC
8523000010

TOWN OF JOHNSTOWN
8524000915

CLAYTON
PROPERTIES
GROUP II INC
8524000013

WILSON DON
AYE-WILSON JEAN
823406001

■ SHEET LOCATION

3H

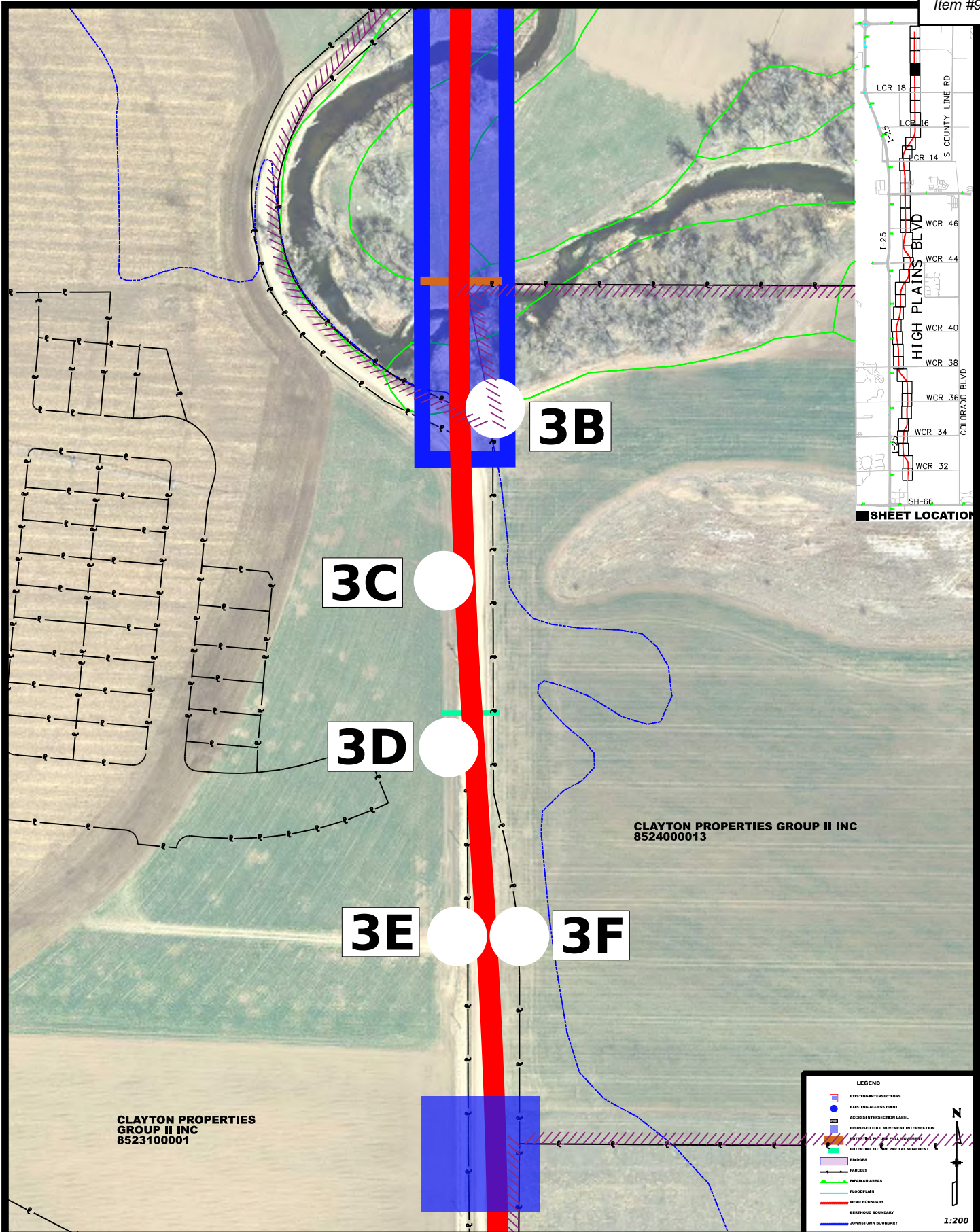
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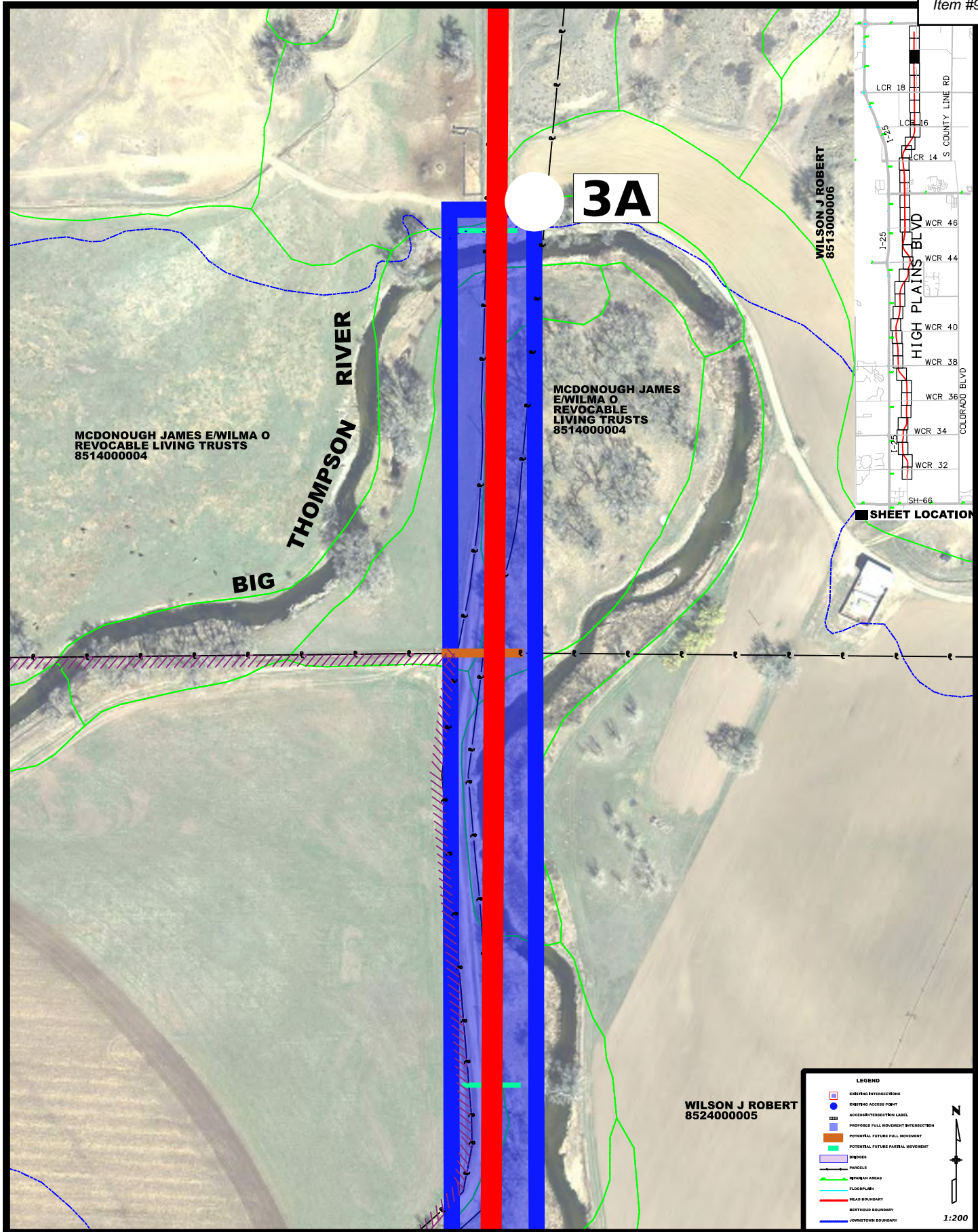
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CLAYTON PROPERTIES GROUP II INC
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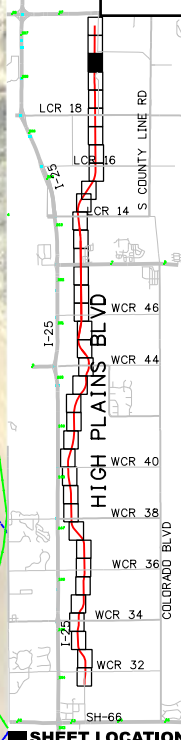


MCDONOUGH JAMES E/WILMA O
REVOCABLE LIVING TRUSTS
8514000004

BIG THOMPSON RIVER

MCDONOUGH JAMES
E/WILMA O
REVOCABLE
LIVING TRUSTS
8514000004

WILSON J ROBERT
8513000006



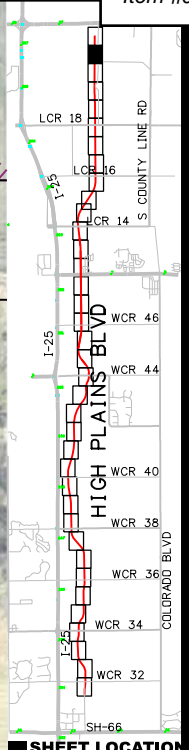
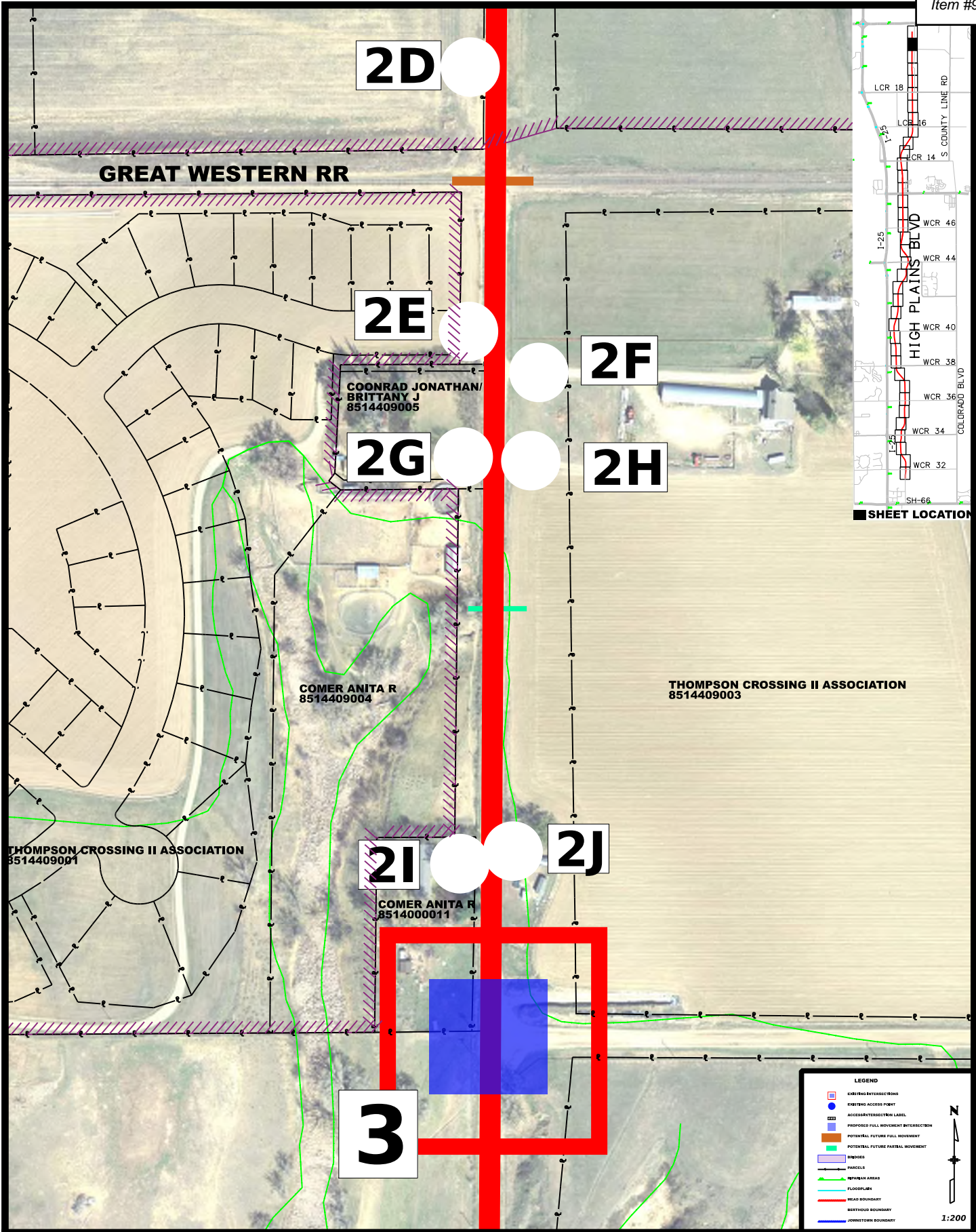
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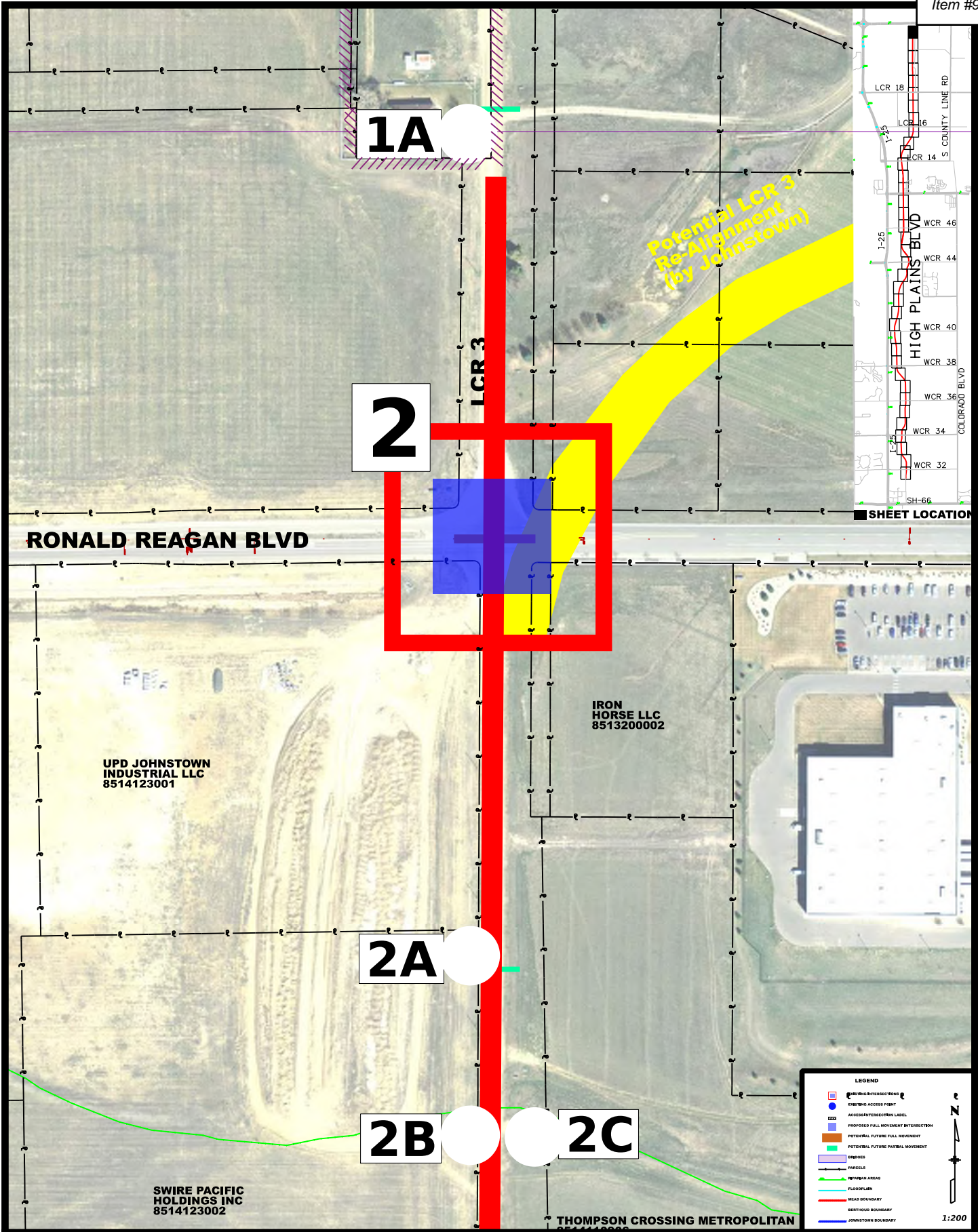
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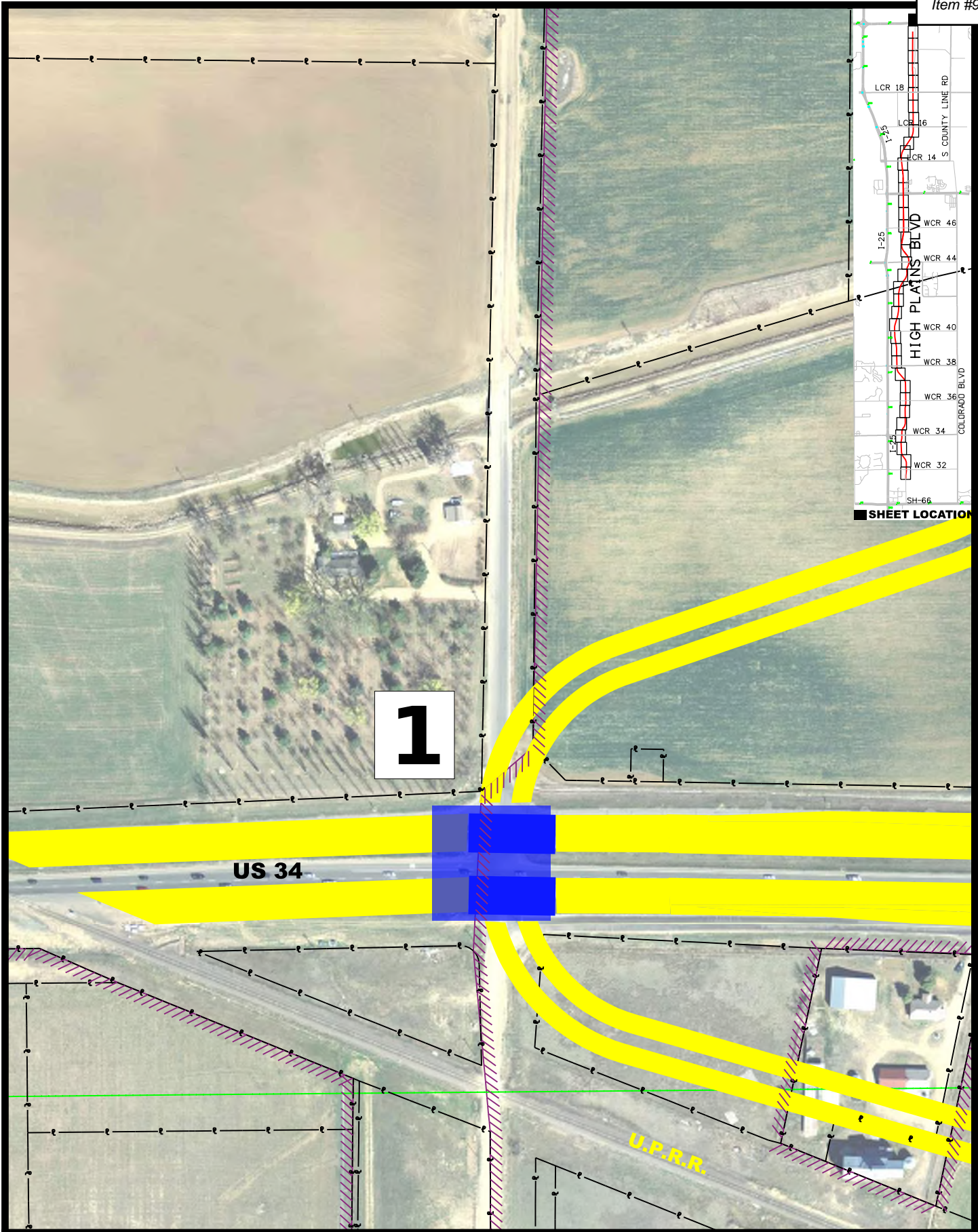
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- PARCELS
- RIPARIAN AREAS
- FLOODPLAIN
- BEAR BOUNDARY
- BERTHOUD BOUNDARY
- JOHNSTOWN BOUNDARY

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■ SHEET LOCATION

I-25 Parallel Arterial Study

CDOT Project No. 22911

Date: May 7, 2020

From: Michael Baker International, Luke Potthast, PE, email: luke.potthast@mbakerintl.com

To: Eric Salemi, CDOT Region 4

**Subject: LCR 3 over Hillsboro Ditch
Structure Selection Memorandum**

Introduction

This memorandum details the selection process for the replacement of the existing structure on Larimer County Road (LCR) 3 crossing Hillsboro Ditch on the new arterial roadway consisting of Weld County Road (WCR) 9 ½ and LCR 3 (a.k.a. North IPA). The study encompasses an approximate 13.25-mile improvement project, limits of the project are south of WCR 32 to south of US-34, terminating at Ronald Reagan Blvd. The alignment was identified in the 2003 Weld County I-25 Parallel Arterial Study and consists of improvements to the existing sections of WCR 9 ½ and new roadway alignment to complete the 13.25-mile stretch. The ultimate project consists of but is not limited to: at-grade intersections, railroad crossings, floodplain crossings, drainage improvements, utility relocations, access control planning, phased implementation, and right-of-way definition.

NORTH I-25 PARALLEL ARTERIAL

DESIGN SEGMENTS – OVERVIEW

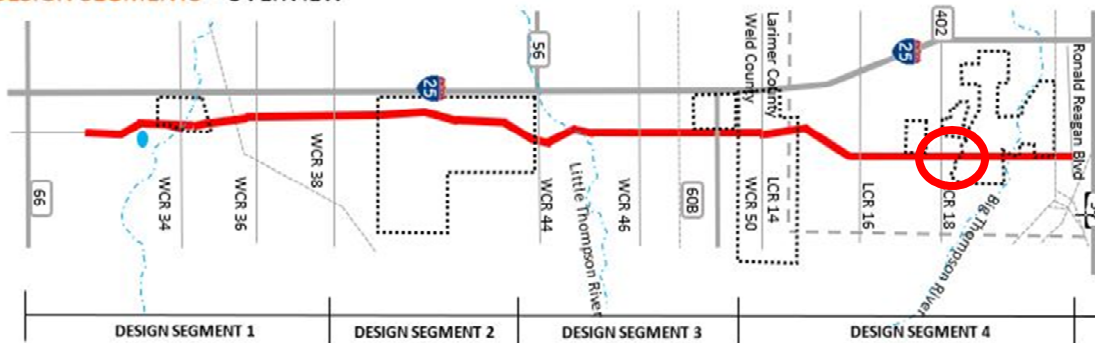


Figure 1 - Project Map

This memorandum is an abbreviated version of the CDOT standard Structure Type Selection Report due to the conceptual nature of this project. The proposed structure selection process broadly follows the guidelines set forth in the CDOT Bridge Design Manual. Precast, prestressed, concrete girders with cast-in-place concrete decks and integral pile-bent substructures were only considered since it is a standard structure type common to Colorado and is considered the best suited for the purposes of this project at this time. A formal Structure Type Selection process will be completed to determine the most cost efficient and prudent structure alternative for this location at a later date.



Figure 2 - Aerial Photo of LCR 3 and Hillsboro Ditch

Existing and Proposed Conditions

LCR 3 is approximately 1.5 miles east of I-25 and is a gravel road with a typically tangent alignment that begins at LCR 18 and extends north to LCR 62. Hillsboro Ditch is located approximately 1100'-0" north of LCR 18 and crosses LCR 3 at a 45-degree skew. The existing road is 14'-0" wide with one 12'-0" lane and 1'-0" shoulders at Hillsboro Ditch. The existing structure is a single span reinforced concrete slab structure that is 25'-0" long face-to-face of abutments, 14'-0" wide out-to-out deck with concrete and stone wingwalls, and steel pipe tubing safety railing with no approach guardrail. Photos of the existing structure and roadway are shown in Figures 3 and 4 below.



Figure 3 - Existing Structure at Hillsboro Ditch



Figure 4 - Existing Roadway at Hillsboro Ditch

The construction of North IPA through this area will require a complete demolition and reconstruction of the existing structure. The proposed roadway typical section across the structure will consist of a four-lane divided highway with two 12'-0" lanes, an 8'-0" and a 4'-0" shoulder, and an 8'-0" barrier separated sidewalk in each direction with a 15'-0" median. The structure crossing Hillsboro Ditch will be split into separate structures for northbound and southbound traffic and each will be 48'-0" out-to-out deck to accommodate the approach roadway section, CDOT Bridge Rail Type 9 and a 1'-0" wide pedestrian railing. The proposed roadway at the crossing will be on a tangent horizontal alignment and the vertical alignment will be a constant -4.0% grade.

The proposed structures consist of nine BX18 adjacent box girders at 5'-0" wide, an 8" cast-in-place concrete deck and integral pile-bent abutments with a span of 45'-0" center-to-center of abutments and a 45-degree skew. The proposed low-chord elevation will be set above the existing structure low-chord clearance, which was field measured at 4'-0" providing an estimated low chord elevation of 4852.50. This layout will place the proposed abutments behind the existing abutments, which will reduce existing substructure removal and provide more waterway area than the existing bridge.

Right of Way (ROW) Impacts

The existing ROW is located approximately 30'-0" in each direction from the centerline of LCR 3. Proposed ROW for the widened roadway will be 120'-0" wide total, and additional 30'-0" permanent construction easements will be required on each side of the roadway within the vicinity of the structures to allow adequate space to taper the existing canal grading to meet the proposed bridge opening.

Geotechnical Investigation

A geotechnical investigation was not completed as part of this work and will be completed during the next phase of design. The proposed foundation type will be reevaluated after the geotechnical investigation is complete.

Traffic Impacts

LCR 3 will be closed to through traffic during construction of the roadway and bridge. Traffic detour plans are not completed at this time, but local traffic for the residents along this roadway can be accommodated during construction. During final design further coordination with property owners and Johnstown will be required to determine detour routes and access needs.

Utilities

Existing utilities in the area consist of overhead electric lines along the west side of LCR 3. While underground utilities have not been located at this time, a recent site visit shows buried telephone or cable lines along the west side of LCR 3 also. A utility survey will be completed during the next phase of design to ensure that any buried utilities within the area are located.

Hydraulics

A hydraulic analysis for this structure was not completed because it is a part of a controlled system owned by Consolidated Hillsboro Ditch Company Inc. Water Rights dictate the amount of water allowed to flow through the structure and it is not designed for conveying stormwater. The proposed structures

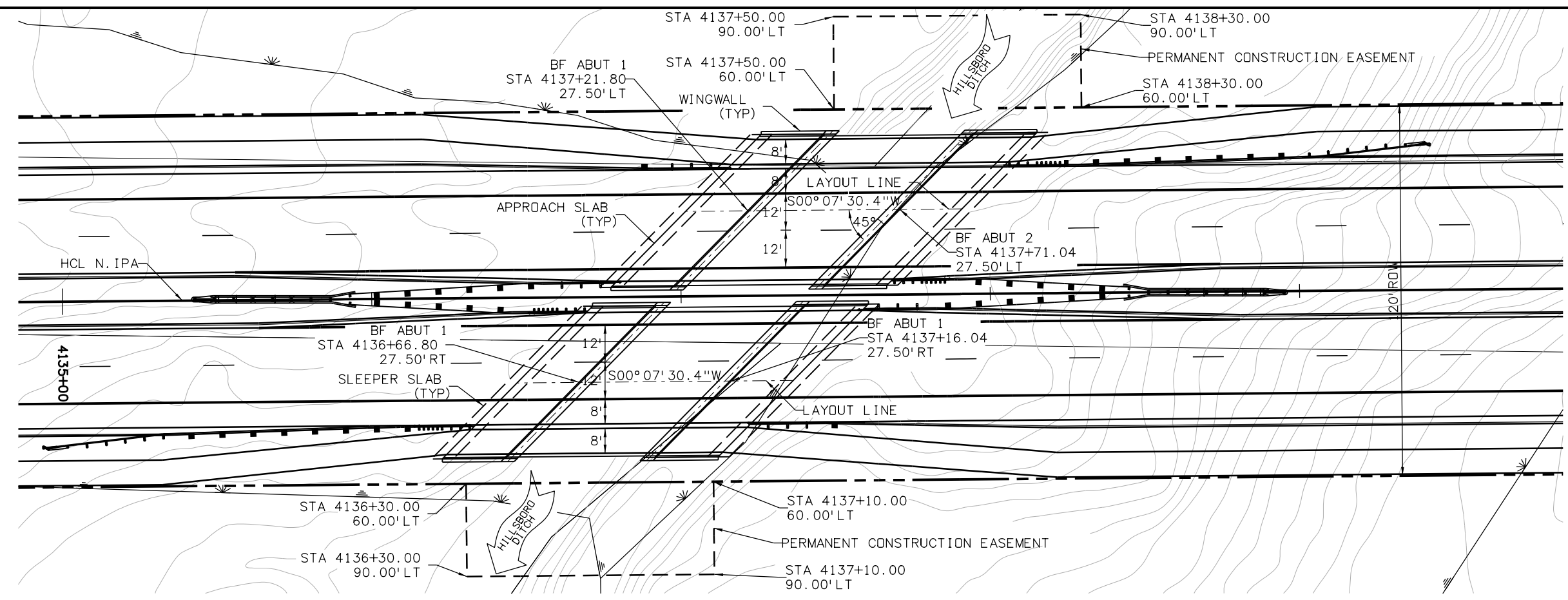
will provide more waterway opening than the existing structure and will not require any additional analysis.

Environmental Concerns

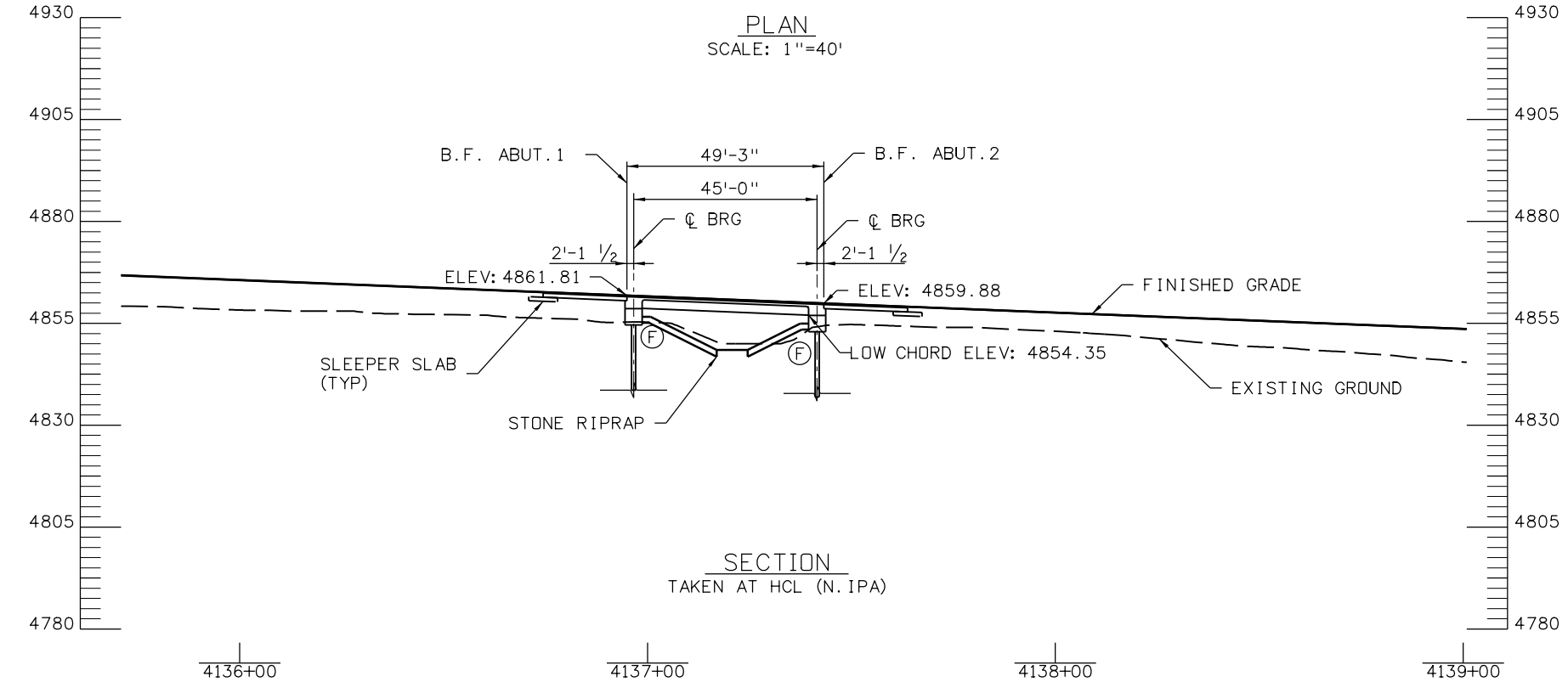
An Environmental Impact Study is not being completed as part of this work. It is anticipated that environmental permits consistent with a Categorical Exclusion will be required for the construction of the structures. During final design appropriate environmental investigations will be completed. It is possible that a Section 404 permit from the Army Corps of Engineers will be required to construct the bridge due to impacts to Waters of the U.S.

Conclusion and Recommendation

Based upon information contained within this memorandum, the project team recommends constructing two new structures separating the northbound and southbound traffic of North IPA to replace the existing structure over Hillsboro Ditch. See the attached General Plan and Elevation sheets for additional information.



- NOTES:**
- LIVE LOADING: HL-93 AND COLORADO PERMIT VEHICLE.
 - BRIDGE LAYOUT LINE IS A CHORD BETWEEN ABUTMENT BEARING CENTER LINES AT STA. 4137+21.80 AND STA. 4137+71.04, 27.50' LT, AND STA. 4136+66.80 AND STA. 4137+16.04, 27.50' RT OF N. IPA HORIZONTAL CONTROL LINE.
 - PROPOSED STRUCTURE LOW CHORD IS AT ELEVATION 4854.35.



PRELIMINARY
SUBJECT TO REVISION

Print Date: 5/7/2020	Unit Information
File Name: 22911BRG_LAY_01.dgn	Unit Leader Initials
Horiz. Scale: 1:40	Unit Leader Initials
Vert. Scale: As Noted	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

10601 W. 10th St.
Greeley, CO 80634
Phone: 970-350-2322 FAX: 970-350-2262

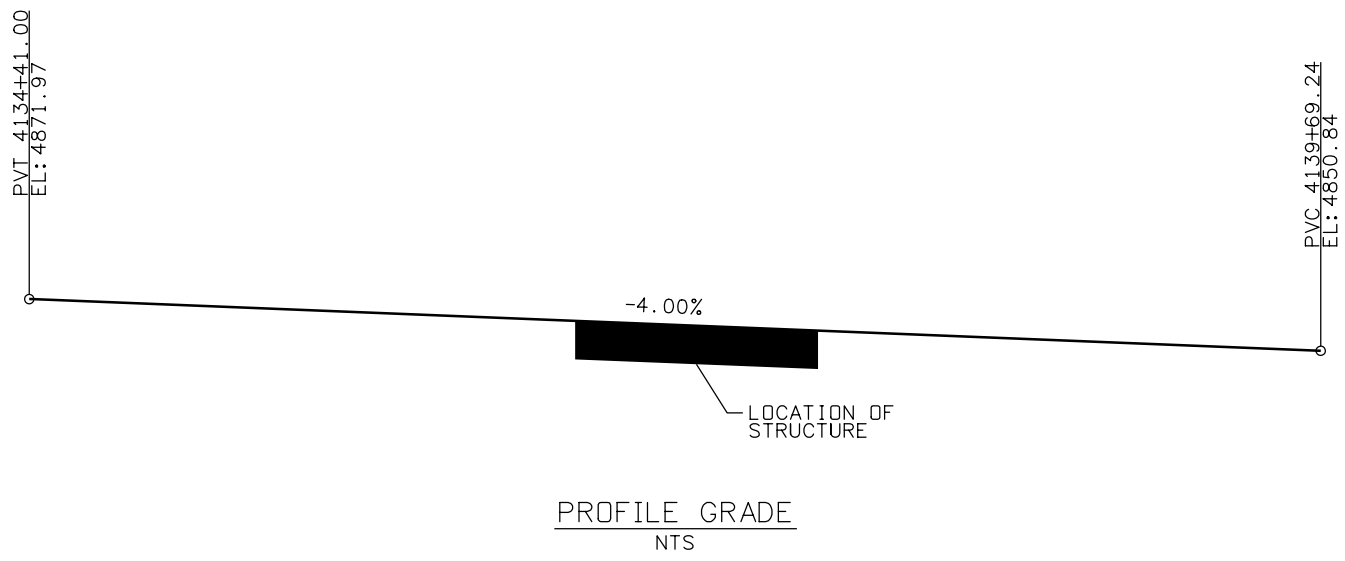
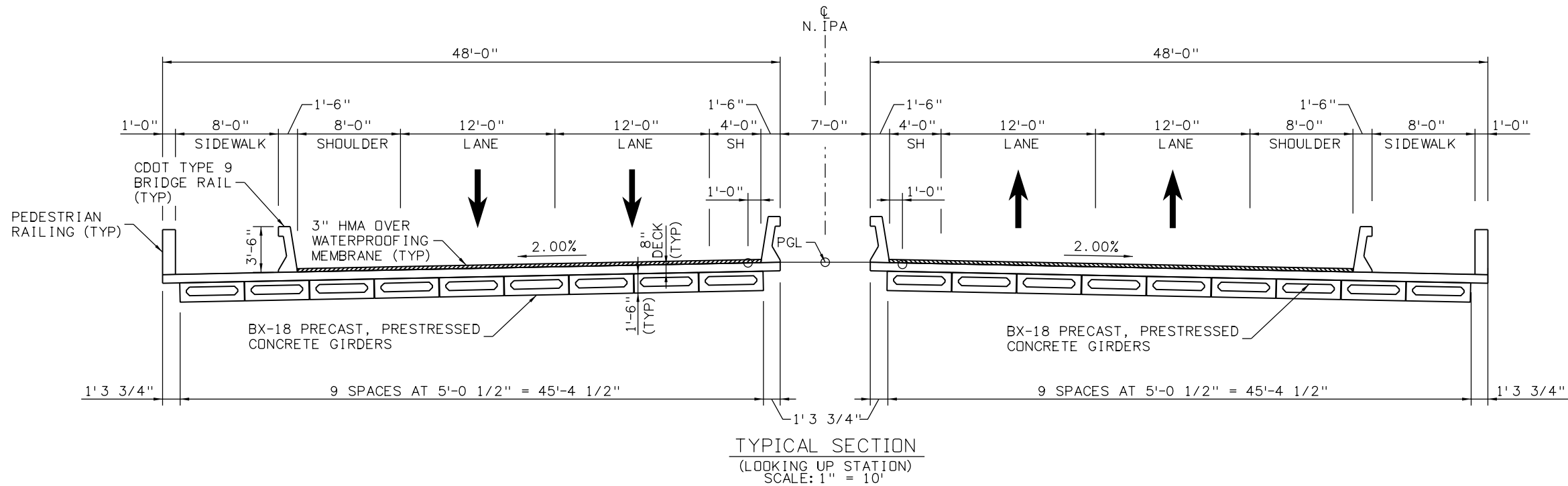
Region 4 CJB

As Constructed	No Revisions:
Revised:	Void:

NORTH I-25 PARALLEL ARTERIAL GENERAL LAYOUT HILLSBORO DITCH			
Designer:	LAP	Structure	X-XX-XX
Detailer:	RBR	Numbers	X-XX-XX
Sheet Subset:	BRIDGE	Subset Sheets:	01 of 02

Project No./Code	Project Number
Code	Sheet Number

Blake.Riley 12:40:29 PM p:\mb-us-pw-bentley.com\mb-us-pw-02\Documents\Lakewood_CD\01\Projects\22911-NIPA\22911\Drawings\22911BRG_LAY_01.dgn




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Print Date: 5/7/2020	
File Name: 22911BRG_TYP_01.dgn	
Horiz. Scale: 1:10	Vert. Scale: As Noted
Unit Information	Unit Leader Initials
Michael Baker International	MICHAEL BAKER INTERNATIONAL, INC. 165 S. UNION BLVD., STE 1000 LAKEWOOD, CO 80228 720.514.1100

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation



10601 W. 10th St.
Greeley, CO 80634
Phone: 970-350-2322 FAX: 970-350-2262

Region 4 **CJB**

As Constructed
No Revisions:
Revised:
Void:

NORTH I-25 PARALLEL ARTERIAL TYPICAL SECTION HILLSBORO DITCH BRIDGE			
Designer:	LAP	Structure Numbers	X-XX-XX
Detailer:	RBR	Structure Numbers	X-XX-XX
Sheet Subset:	BRIDGE	Subset Sheets:	02 of 02

Project No./Code
Project Number
Code
Sheet Number



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** September 9, 2020
- SUBJECT:** Final Design of Highway 60 and I-25 Overpass Project Aesthetics
- ACTION PROPOSED:** Consider Final Approval on Design of Project Aesthetics
- ATTACHMENTS:** 1. Various images depicting potential final aesthetic design
- PRESENTED BY:** Matt LeCerf, Town Manager
-

AGENDA ITEM DESCRIPTION:

The Council has been guiding the process of a final aesthetic enhancement planned at the Highway 60 and I-25 Interchange. The process has been facilitated by Staff, with design creation led by BHA based on Council feedback. BHA has taken the guidance provided by Council and we may have a final design for Council’s consideration.

Enclosed are several different images showing various vantage points of the aesthetic enhancements proposed for the Highway 60 and I-25 Interchange. Since this item was presented last in July 2020, the following changes have been made as directed by Council:

1. Font change to the signage affixed to the bridge deck across I-25. The change in the font has resulted in a smaller sign size (roughly 40’ in length) which can be seen from approximately 900’ away while traveling on I-25.
2. The addition of insets into the primary column of the approaches. There will be 4 in total and can accommodate a 4’ x 6’ flag or other display.
3. The addition of flags (with options to choose from).

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE :

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Funds have been budged for this project in an estimated cost of \$2,000,000 and Council is receptive to increasing this cost to ensure the project is done correctly. Funds will be proposed in the FY 2021 budget to be approved by Council.

RECOMMENDED ACTION: Approve the aesthetic design as presented.

SUGGESTED MOTIONS:

For Approval

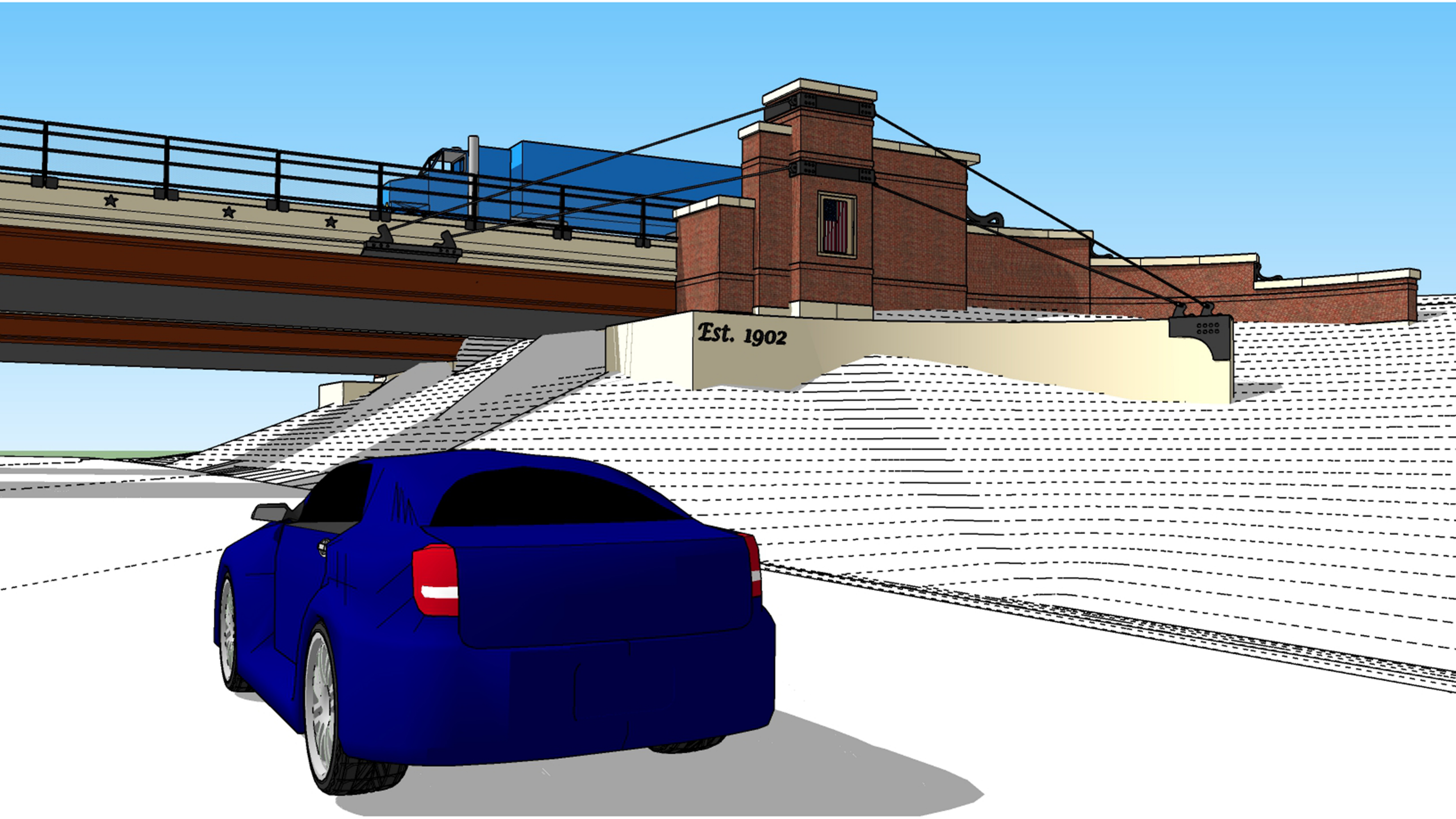
I move that we approve the final aesthetic design as presented.

For Denial

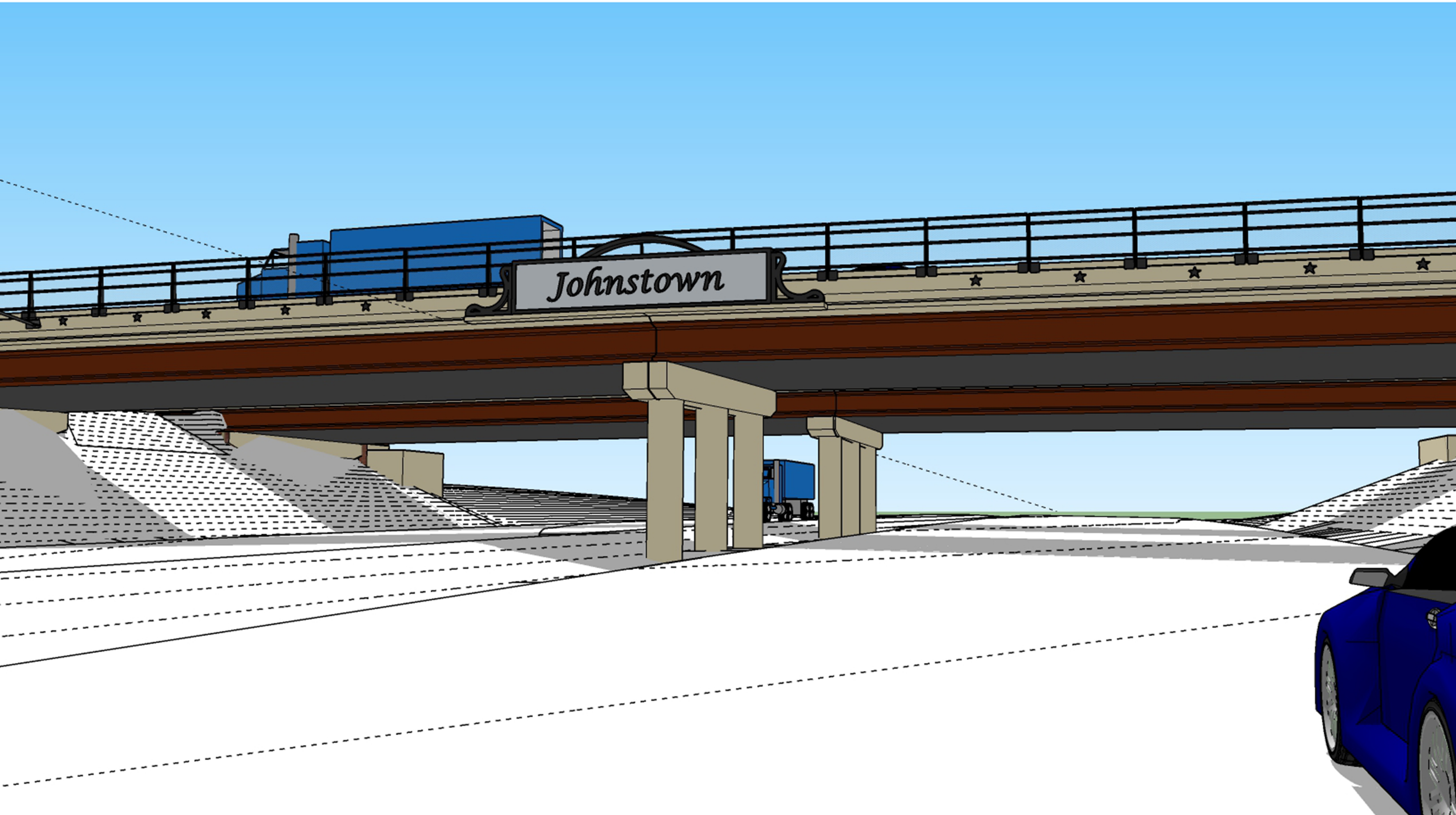
I move we deny this final design and ask BHA to come to a future meeting to discuss necessary changes.

Reviewed and Approved for Presentation,

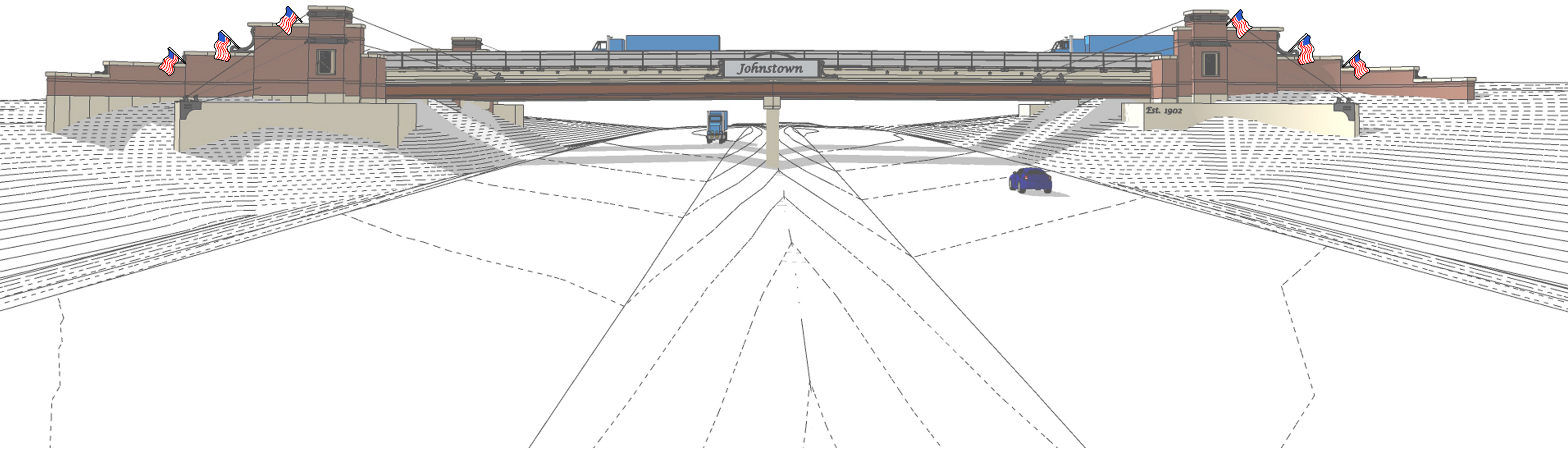
Town Manager



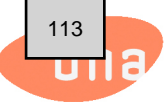
JOHNSTOWN GATEWAY BRIDGE 1

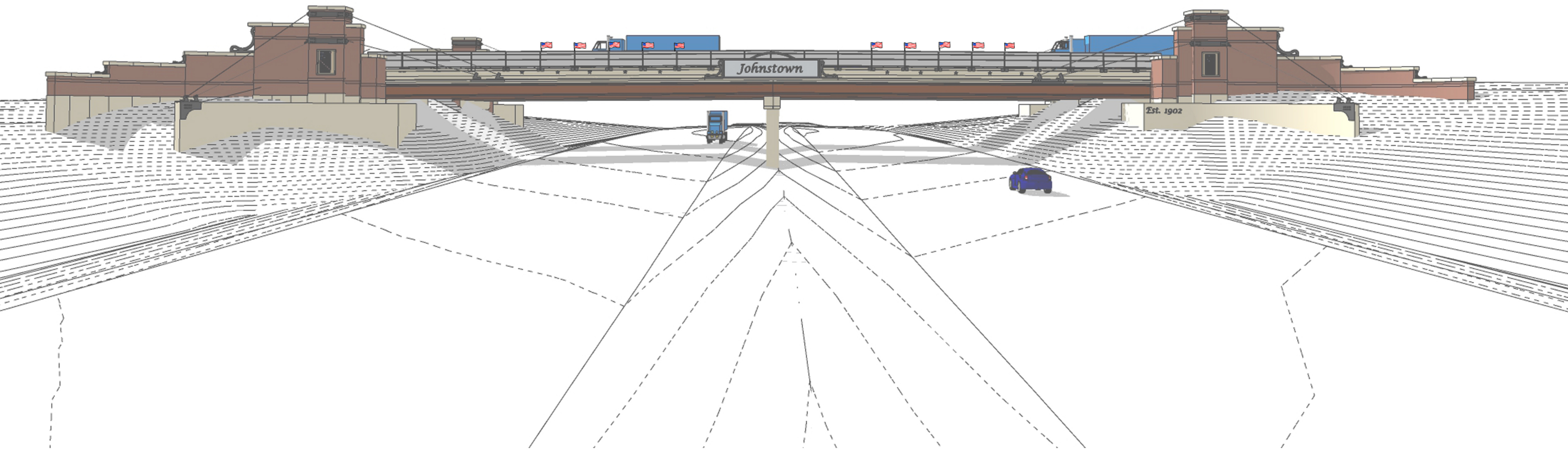


JOHNSTOWN GATEWAY BRIDGE 2



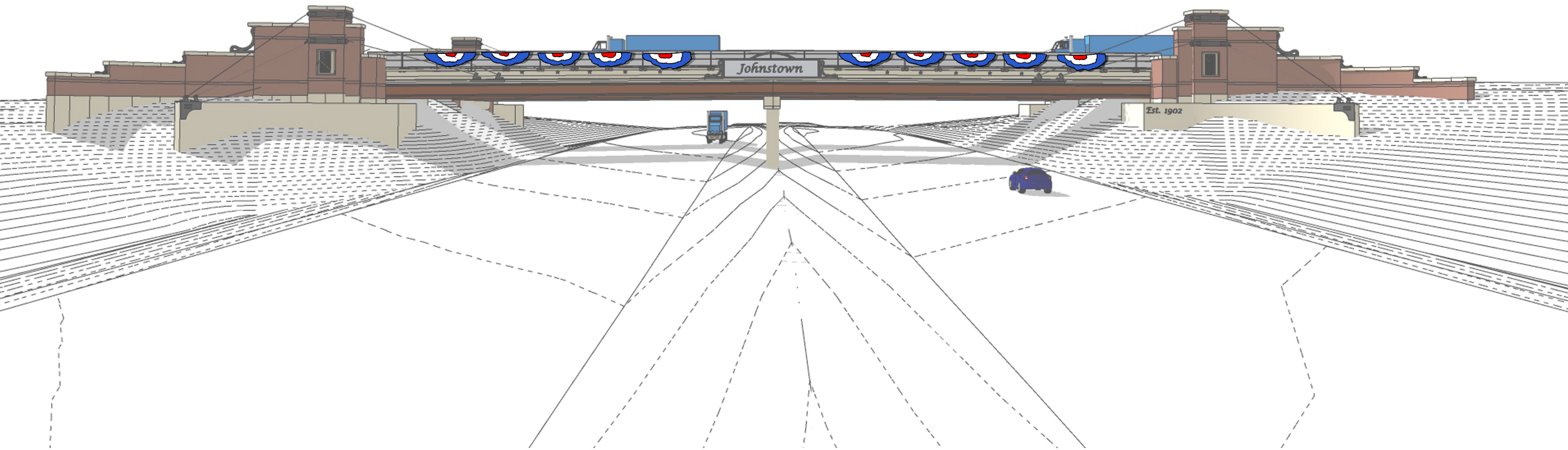
JOHNSTOWN GATEWAY BRIDGE 3



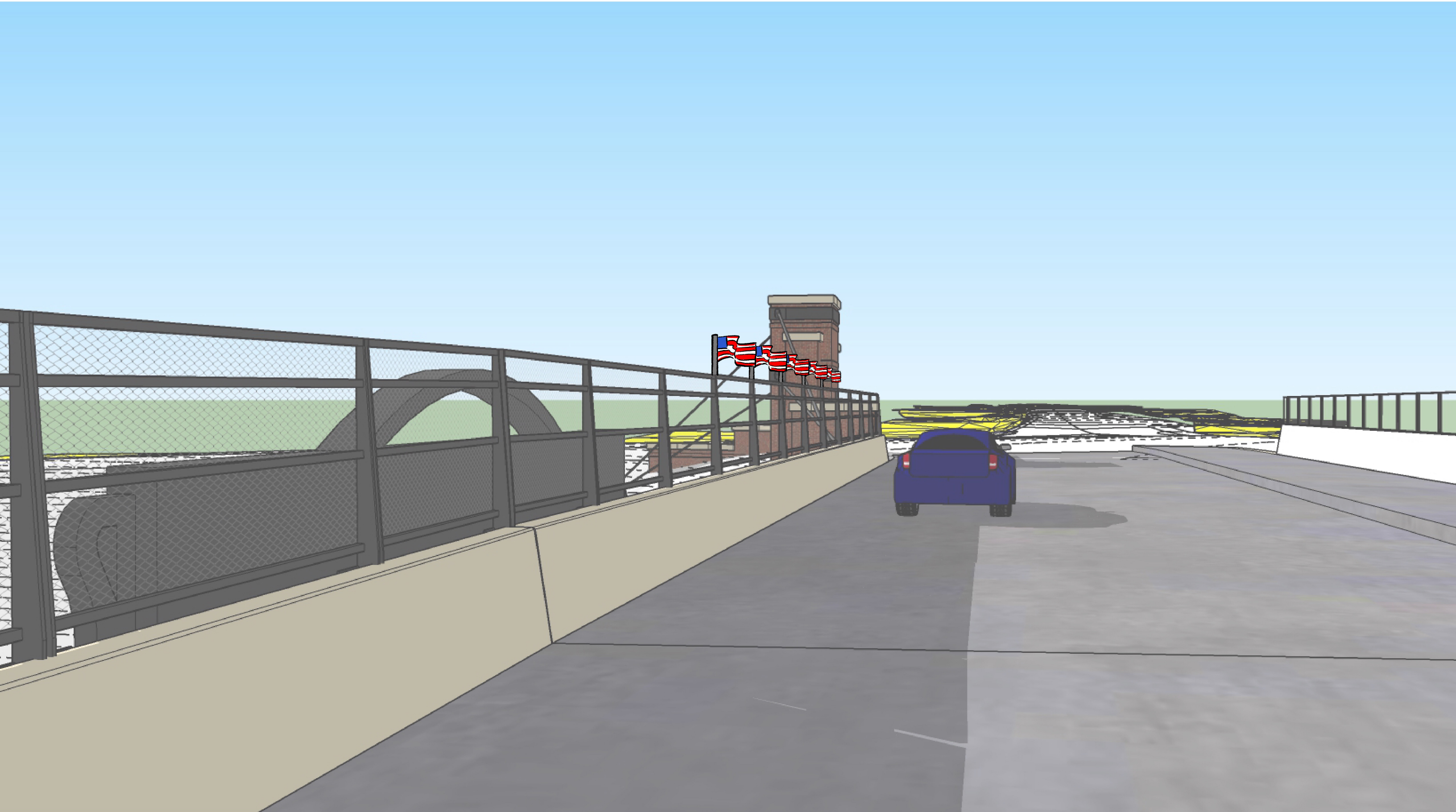


JOHNSTOWN GATEWAY BRIDGE 4





JOHNSTOWN GATEWAY BRIDGE 5



JOHNSTOWN GATEWAY BRIDGE 6



Town of Johnstown

INFORMATIONAL ITEMS ONLY

These items are for Town Council information. Any of these items can be discussed if a Councilmember desires.

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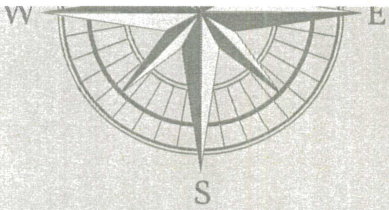
VETERAN SCULPTURE

SUMMER 2021



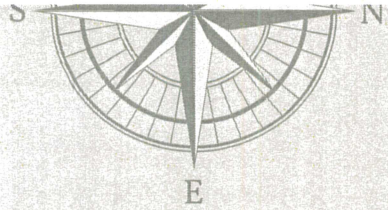
We are persuing the building and dedicating a Veterans Memorial in Johnstown at the Eastern roundabout on Highway 402 and I-25.

This will be a joint project with the Town of Johnstown and the local Veterans organizations.



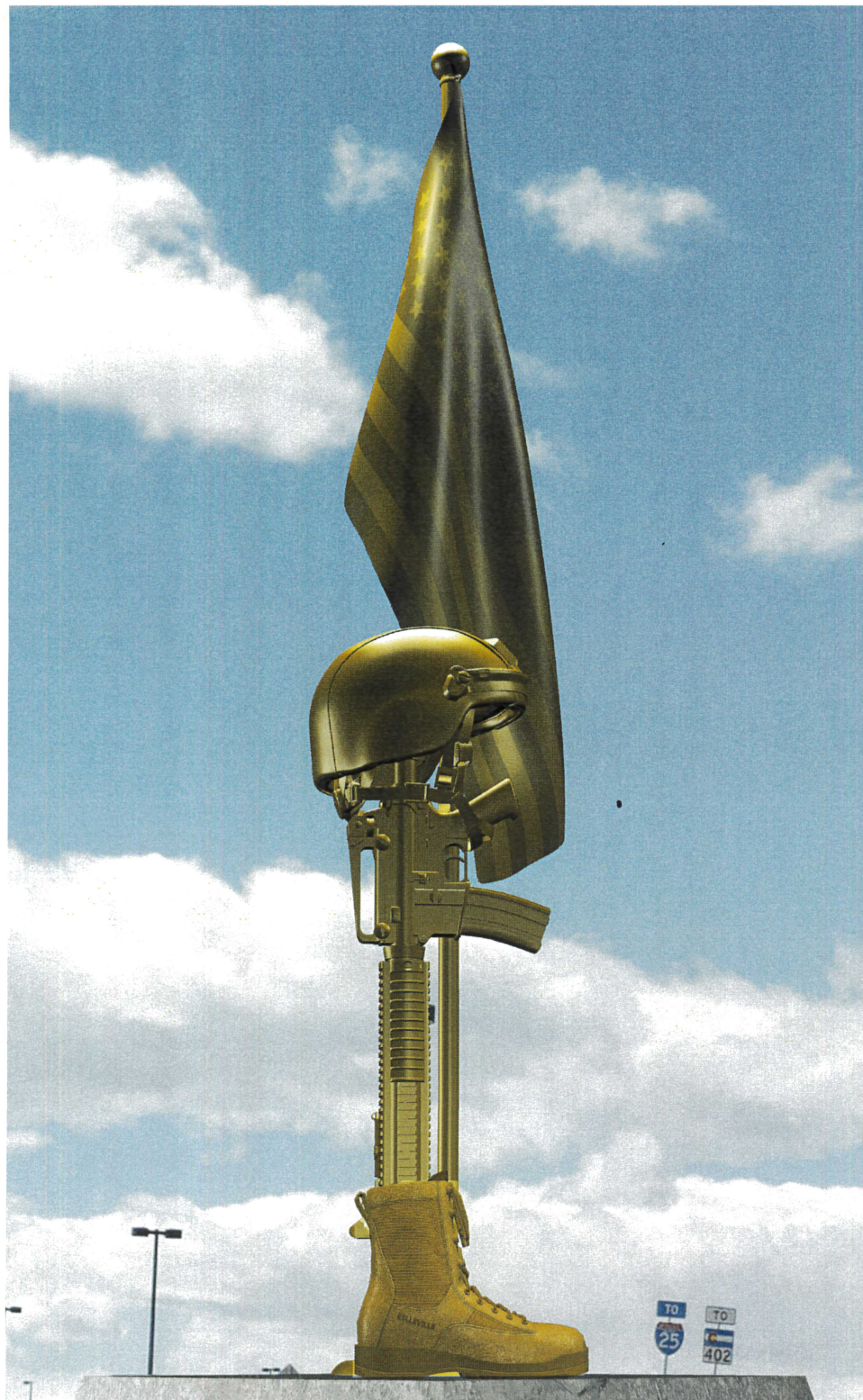
Item #12.





Item #12.





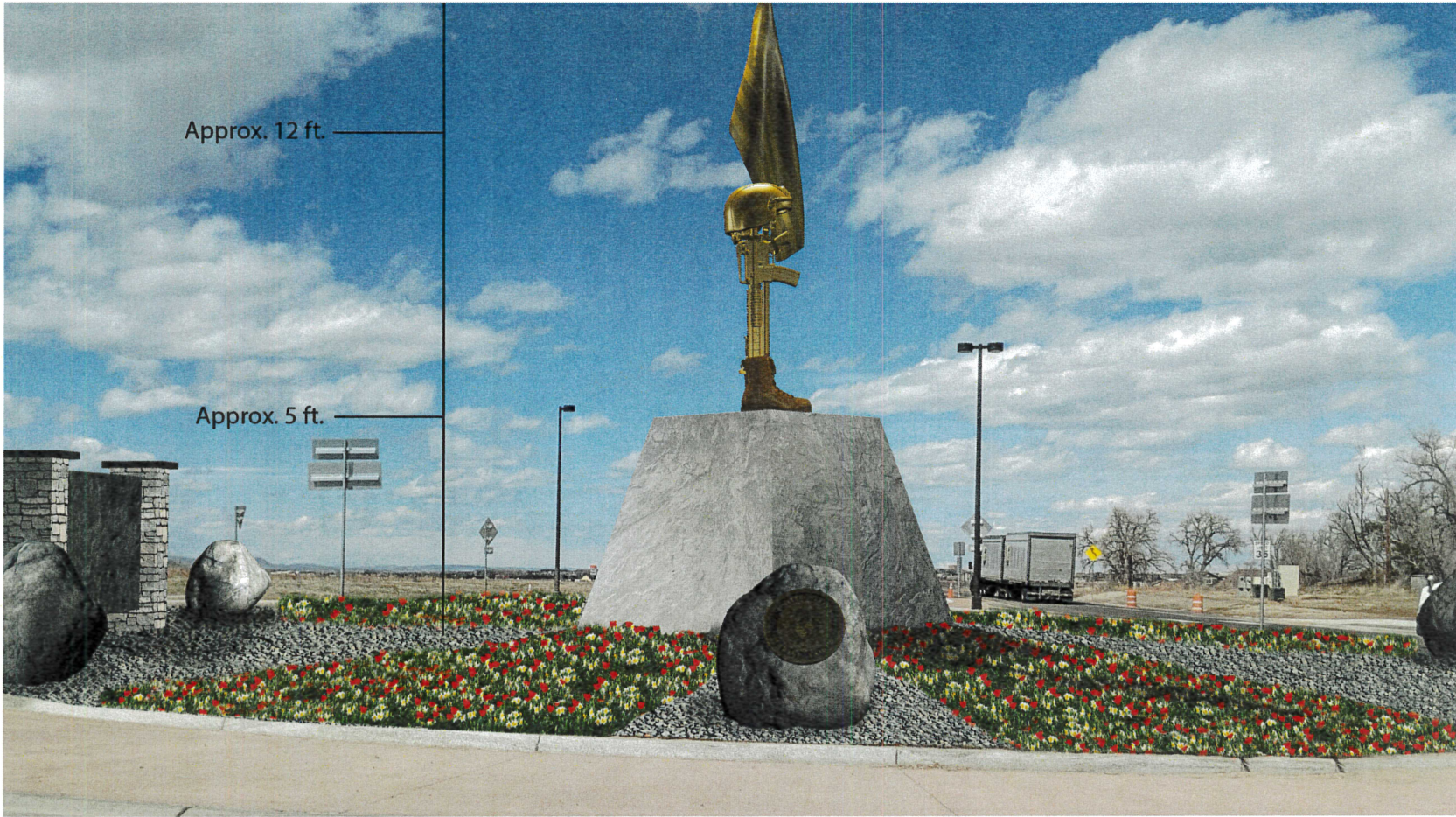
Item #12.

customary to arrange their rifle pointing downward along with their boots and helmet. Surviving members of their squad gather around and memorialize their fallen comrades. Some of the troops will pray, others might recall personal stories, but make no mistake, this is a ceremony that is taken very seriously. Every service member knows the next ceremony might be

When a rifle with bayonet is downward into the ground, it is a memorial of a service member killed in action. It also signals a time for prayer, a break in the action to pay tribute to our friend and hero.

The helmet is also a symbol of this great sacrifice.

Combat boots represents the



A P P R O X I M A T E
M E A S U R E M E N T S

There will be each branch of the military emblems forever displayed around the memorial as the drivers pass and of course the American Flag will forever wave tall above the memorial and will be seen from far and wide as you approach this entrance to Johnstown and Northern Colorado.

Item #12.



Johnstown/VFW signs
on west and east sides
of the round about

Statue in the

Rows of flowers

6 rocks with a
medalion for each
branch of the milita

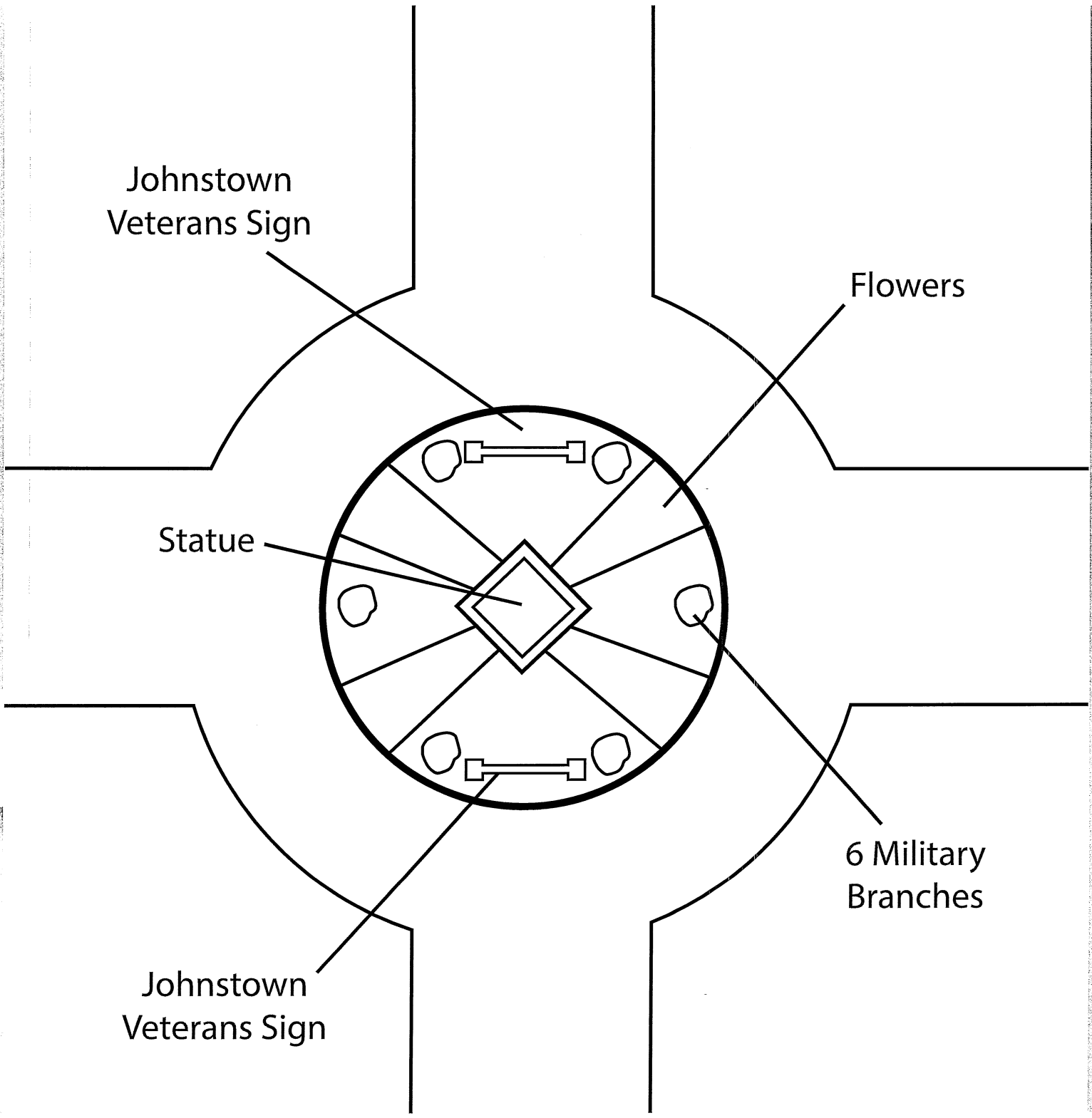
Johnstown
Veterans Sign

Flowers

Statue

6 Military
Branches

Johnstown
Veterans Sign





T H A N K Y O U

We are looking for sponsors and donors so we can complete this very important memorial for the Citizens and Veterans of Johnstown and Northern Colorado with a goal of completing and dedicating it by the summer of 2021.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”), dated this 4th day of September 2020, is by and between **LANCE R. AND SANDRA L. SHEFFLER**, individuals (collectively “Sellers”) and **THE TOWN OF JOHNSTOWN**, a Colorado home rule municipal corporation (“Purchaser”). Sellers and Purchaser shall be referred to collectively as the “Parties.”

RECITALS

Seller owns one (1) share of capital stock in the Consolidated Home Supply Ditch and Reservoir Company represented by Certificate No. 6176 (“Share”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A. Sellers desire to sell, and Purchaser desires to buy, the Share.

AGREEMENT

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser agree as follows.

1. Effective Date. The Effective Date shall be the date when this Agreement has been fully executed by the Parties.
2. Purchase Price. Subject to the terms of this Agreement, Sellers shall sell to Purchaser and Purchaser shall buy from Sellers the Share. The purchase price for the Share shall be TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) (“Purchase Price”).
3. Representations and Warranties of Sellers. Sellers represent and warrant to Purchaser that as of the Effective Date and as of Closing:
 - 3.1. Sellers are now and will remain, until the conclusion of Closing, the lawful owners of the Share;
 - 3.2. The Share is free and clear of all liens, encumbrances, leases, contracts, assessments, charges, interests or adverse claims of any person or entity claiming title under Sellers, except for ditch company assessments or charges not yet due and owing;
 - 3.3. Sellers have neither abandoned nor intended to abandon the water rights associated with the Share during their ownership of the Share;
 - 3.4. To the best of Sellers’ knowledge, there is no pending or threatened litigation, condemnation or eminent domain action, administrative proceeding or real estate tax protest or proceeding pending or threatened against or affecting the ownership or use of the Share or any portion thereof which may have an adverse effect on the value or use of, or title to the Share;

- 3.5. Sellers have full right, power and authority to enter into this Agreement and to perform the obligations hereunder, and this Agreement and all other documentation required by Purchaser hereunder, when duly executed and delivered, shall constitute the valid and binding obligation of Sellers, enforceable in accordance with such terms; and
- 3.6. Sellers have not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Share. Sellers shall indemnify and hold harmless Purchaser from liability for any fees or commissions owing pursuant to this transaction caused by Sellers' breach of this representation.
4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers that as of the Effective Date and as of Closing:
- 4.1. Purchaser is a governmental entity duly formed and validly existing in the State of Colorado;
- 4.2. Purchaser's undersigned representative is duly authorized to enter into this Agreement on behalf of Purchaser and to bind Purchaser to the terms of this Agreement;
- 4.3. Purchaser has all authority necessary to enter into this Agreement, and when executed and delivered, this Agreement shall constitute valid and binding obligations of Purchaser, enforceable in accordance with their terms; and
- 4.4. Purchaser has not retained any broker, agent or finder or agreed to pay any commissions or finders' fees in connection with this Agreement or the transfer of the Share. To the extent permitted by law, Purchaser shall indemnify and hold harmless Sellers from liability for any fees or commissions owing pursuant to this transaction caused by Purchaser's breach of this representation.
5. Documents. Within three (3) calendar days of the Effective Date, to the extent not otherwise already provided, Sellers shall provide to Purchaser copies of the following documents:
- 5.1. A Ditch Company share trace from the Share;
- 5.2. Any deed or other instrument conveying the water rights associated with the Share to Seller;
- 5.3. Any assignment conveying the Share to Seller;
- 5.4. Any encumbrance documents; and
- 5.5. Any other evidence of Sellers' title to the Share reasonably and specifically requested by Purchaser.

Sellers hereby consent to and shall reasonably assist Purchaser in obtaining information relating to mortgages, deeds of trust, encumbrances, liens, taxes, assessments, special assessments or

adverse claims on the Share. Sellers shall authorize any holder of such encumbrances to release information to Purchaser.

6. Additional Assistance.

6.1. Affidavit. Sellers have executed an affidavit related to, among other matters, historical irrigation (“Affidavit”), a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

6.2. Water Change Case. If Purchaser commences or is involved in a water change case related to the Share subsequent to Closing, Sellers agree to cooperate and participate in such Change Case as reasonably required. For purposes of this paragraph:

6.2.1. The term “participate” means to provide testimony and evidence in any court proceeding required to substantiate the information provided in the Affidavit described above or otherwise required to advance Purchaser’s efforts in the water change case; and

6.2.2. The phrase “reasonably required” means Purchaser agrees to make reasonable efforts to restrict any required participation by Sellers to an interview, site inspection, deposition testimony and trial testimony, including but not limited to, preparation for depositions and trial testimony.

7. Closing. Subject to the satisfaction of the terms and conditions set forth in this Agreement, the closing on the Share shall take place fourteen (14) calendar days after Effective Date at the offices of the Town Hall, Town of Johnstown, 450 S. Parish Avenue, Johnstown, CO 80534.

7.1. At the Closing, Purchaser shall pay to Sellers in certified funds the Purchase Price.

7.2. At the Closing, Sellers shall execute and deliver to Purchaser the following:

7.2.1. The original of Stock Certificate No. 6176 in the Consolidated Home Supply Ditch and Reservoir Company.

7.2.2. A special warranty deed in the form attached hereto as Exhibit C conveying the water rights associated with the Share to Purchaser, free of all liens, encumbrances and adverse claims.

7.2.3. Stock assignment in the form attached hereto as Exhibit D assigning the Share to Purchaser.

8. Transfer Fee. Purchaser shall pay any applicable stock transfer fee associated with the change of ownership interest on the books of the Consolidated Home Supply Ditch and Reservoir Company.

9. Survival of Closing. The representations, warranties and covenants, and the mutual agreements described in ¶¶ 4 and 5 shall survive Closing and the delivery and recording of the Special Warranty Deed.

10. Remedies. Time is of the essence. Before a party is deemed in default of this Agreement, the other party must provide written notice of the alleged violation to the defaulting party, and the defaulting party shall have three (3) calendar days thereafter to cure such violation.

11. Miscellaneous.

11.1. This Agreement embodies the entire understanding and agreement between Purchaser and Sellers regarding the Share and supersedes any and all prior negotiations, understandings or agreements regarding the subject matter hereof.

11.2. This Agreement can neither be amended nor any rights hereunder waived except by a written instrument signed by the party sought to be charged with such amendment or waiver.

11.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any action shall be in Weld County, State of Colorado.

11.4. The paragraph headings herein are inserted for convenience of reference only and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

11.5. The covenants, conditions, representations, and terms contained in this Agreement shall bind and inure to the benefit of Sellers and Purchaser and their respective heirs, distributees, executors, administrators, successors and assigns.

11.6. This Agreement may be executed in counterparts and shall be effective at such time as all parties hereto have executed a counterpart.

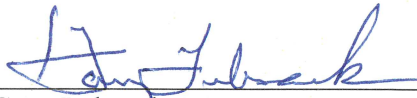
11.7. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the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

11.8. Any notice shall be effective when received by the party or parties. All notices shall be by either: a) certified mail return receipt requested; b) personal delivery; or c) electronic mail to the parties and the parties' representatives at the following addresses or at such other address as the parties may provide in writing:

PURCHASER:

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation



By: 
Gary Lebsack, Mayor

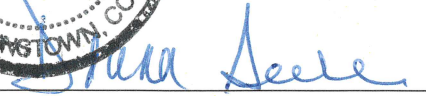
By: 
Diana Seele, Town Clerk

EXHIBIT A
STOCK CERTIFICATE

Incorporated Under the
Laws of the State of Colorado

The Consolidated Home Supply Ditch and Reservoir Co.

No. 6175 Shares 1

CAPITAL STOCK \$100,000

2,000 SHARES \$50 EACH

This is to Certify that LANCE R. SHEFFLER and SARKEN L. SHEFFLER

is the owner of ONE Shares of Capital Stock of
The Consolidated Home Supply Ditch and Reservoir Company, full paid
transferable only on the books of the Company, in person, or by attorney,
on surrender of this certificate.

Witness the Seal of the Company and the Signatures of the President
and Secretary at Loveland, Colorado, this 7 day of September
1997

Samuel W. Jackson President
Albert H. Johnson Secretary



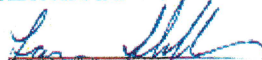
EXHIBIT B
AFFIDAVIT

AFFIDAVIT CONCERNING IRRIGATION
CONSOLIDATED HOME SUPPLY DITCH & RESERVOIR CO.

We, Lance and Sandra Sheffler, make this affidavit for purposes of describing our knowledge about the historical irrigation of lands under the Home Supply Ditch. We are over 21 years old and competent to testify. We make each of the following statements on the basis of our personal knowledge.

1. We own/use 1 (one) share in the CHSDR Company, represented by Certificate No. 6176.
2. We have used water from this share to irrigate the lands described below since 1996. Prior to that these shares were owned/used by Peter Geist on the same land.
3. The water represented by this share is delivered to the land below through the Christian Lateral, which is underground from 1/4 - 1/2 mile north of Highway 60 or County Road 7.
4. These shares are used to irrigate approximately 3.1 (+/-) acres of land located in the SW1/4 SW1/4 Sec. 27, T5N, R68W. The property is 5.79 acres in total. Prior to our purchase of the property as vacant land, most of the property was irrigated. After our purchase, we built a home on a portion of the previously irrigated land.
5. The method of application of the water has been by flood or gravity using gated pipe. There are a few leader ditches in the field to draw water away from the north property line and re spread it on our field. A local drainage ditch runs across the very eastern end of our property, which becomes swampy. There are no other areas of high water, seepage, or alkalinity on the property. All tailwater flows to this drainage.
6. The crop irrigated with these shares from before 1996 to the present is grass for horse hay. We fertilize the grass to increase yields. The crop was grass hay when we purchased the property.
7. No other water sources (irrigation wells, other ditch company shares, or CRT units) were used in the irrigation of these lands.


FURTHER AFFIANT SAYETH NAUGHT.


[signature]


[signature]

STATE OF COLORADO)
COUNTY OF CASWELL)

ss.

Subscribed and sworn to before me this 17 day of August, 2020 by


Witness my hand and official seal.

My commission expires: 12/9/2023

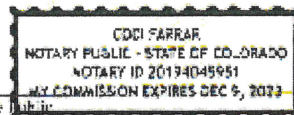

Name: Public

EXHIBIT D

STOCK ASSIGNMENT

FOR VALUE RECEIVED, LANCE R. AND SANDRA L. SHEFFLER do hereby sell, assign and transfer to **THE TOWN OF JOHNSTOWN** one (1) share of the capital stock in the **CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY**, which stock is standing in the name of the undersigned on the books and records of the company represented by Certificate No. 6176 and do hereby irrevocably constitute and appoint the Secretary of the Company as attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

LANCE R. SHEFFLER

By: *Lance R. Sheffler*
Lance R. Sheffler

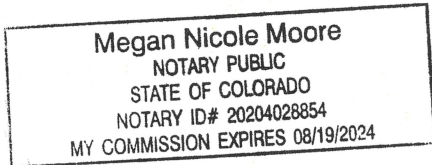
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to before me this 4 day of September, 2020, by Lance R. Sheffler.

Witness my hand and official seal.

Megan Moore
Notary Public

My commission expires: 8/19/2024



SANDRA L. SHEFFLER

By: *Sandra L. Sheffler*
Sandra L. Sheffler

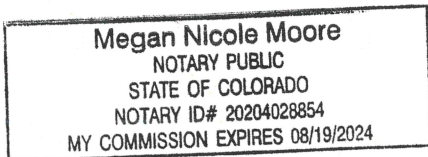
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

Subscribed and sworn to before me this 4 day of September, 2020, by Sandra L. Sheffler.

Witness my hand and official seal.

Megan Moore
Notary Public

My commission expires: 8/19/2024





Town of Johnstown

Building Permit Statistics

August 2020

Single Family Residential		Commercial	
Issued ytd	78	*New Building Issued ytd	11
Reviewed, ready to issue	7	Reviewed, ready to issue	
Submitted, in system	<u>1</u>	Submitted, in system	<u>0</u>
Total in system	86	Total in system	11

Other Residential (basements/alterations/additions)		Other Commercial * (tenant finish/alterations/additions)	
Issued ytd	111	Issued ytd	21
Reviewed, ready to issue	6	Reviewed, ready to issue	1
Submitted, waiting to submit	<u>9</u>	Submitted, waiting to review	<u>6</u>
Total in system	126	Total in system	28

Fees collected at permit issuance	Residential	Commercial
Construction Valuation	(\$20,527,803)	(\$40,954,020)
Building permit fees	\$221,414	\$223,080
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$1,000	\$0
Water & Sewer Reimbursement	\$13,048	\$0
Raw Water Development Fee	\$419,434	\$258,493
Water Meter	\$20,790	\$6,667
Water Tap	\$495,649	\$280,398
Water Certificate	- 0 -	- 0 -
Sewer Tap	\$406,560	\$57,020
Sewer Certificate	- 0 -	- 0 -
Sewer Inspection Fee	\$7,800	\$900
Park	\$39,000	\$126,000
Use Tax	\$349,336	\$555,949
Larimer Use Tax	\$106,095	\$148,826
Open Space Impact Fee	\$93,113	\$254,520
Library Impact Fee	\$89,312	\$221,508
Public Facilities Impact Fee	\$123,830	\$560,369
Police Facilities Impact Fee	\$57,098	\$271,148
Transportation Facilities Impact Fee	\$216,371	\$1,504,855
Traffic Signal	\$2,231	\$0
School District Fee	(\$11,376)	(\$173,376)
Front Range/Loveland Fire Dist Fee	(\$69,734)	(\$249,080)
TOTAL FEES	\$2,662,081	\$4,469,733

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

Single family, duplex, 4-plex					
Year	Issued	Month avg	Year	Issued	Month avg
*1961 - 90	165	0.0	2016	132	11.00
1991	2	0.17	2017	140	11.67
1992	5	0.42	2018	126	10.50
1993	7	0.75	2019	87	7.25
1994	47	3.92	2020	78	9.75
1995	106	8.83			
1996	145	12.00			
1997	143	11.92			
1998	175	14.58			
1999	145	12.08	TOTAL	5067	
2000	134	11.92			
2001	152	12.67			
2002	262	21.92			
2003	284	24.17			
2004	331	27.67			
2005	375	31.33			
2006	180	15.75			
2007	160	133.42			
2008	97	8.00			
2009	89	7.42			
2010	124	10.33			
2011	184	15.34			
2012	310	25.84			
2013	378	31.50			
2014	272	22.67			
2015	162	13.50			

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Town of Johnstown

TOWN COUNCIL WORK SESSION

AGENDA DATE: September 9, 2020

SUBJECT: Mission, Vision and Values

PRESENTED BY: Town Manager, Communications Manager

Goal of this Work Session is to have the Town Council receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.

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Town of Johnstown

Mission, Vision, Values

Mission:

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

Motto:

The Community That Cares

Vision:

(A potential preamble addition below)

Johnstown will be/will be known for...

1. One of the best Town's to live, work, and visit on account of our connected community and opportunities.
2. Connecting community with opportunity; Johnstown CARES.
3. Overcoming the challenges of tomorrow for our connected community by embracing innovative opportunities.
4. Embracing innovative opportunities today for our connected community's future tomorrow.
5. Connected community with innovative opportunity.
6. The heart of the Northern front range, Johnstown is a connected community with big opportunities.
7. Johnstown CARES about providing our small town community, big town opportunities.
8. Small town community offering big opportunities

Values:

Johnstown

Communication

Accountability

Respect

Excellence

Stewardship

The Community That Cares

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