

Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO Monday, August 17, 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. Presentation from Johnstown Downtown Development Association

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 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
- <u>6.</u> Intergovernmental Agreement concerning Library Services between the Town and High Plains Library District

TOWN MANAGER REPORT

7. Report of August 17

TOWN ATTORNEY REPORT

NEW BUSINESS

- 8. Discussion Use of Senior Center
- 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

- 10. IGA Regarding an Alignment and Access Control Plan for High Plains Boulevard
- 11. An Agreement between the Town of Johnstown and the Johnstown Downtown Development Association
- 12. 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
- 13. 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

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATION/OTHER ITEMS - NO ACTION

14. Memorandum - Weld County - Update to Comprehensive Plan (Draft)

ADJOURN

WORK SESSION

15. Johnstown Historical Society

AMERICANS WITH DISABILITIES ACT NOTICE

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

The Community That Cares

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Johnstown Downtown Development Association Report for the Town of Johnstown

Created August 2020.

Accomplishments:

Formation & Financial:

- Completed the formation of the organization with the State of Colorado & the IRS in currently pending.
- Identified executive positions.
- Opened a bank account and Quickbooks.
- Created mission statement: The Johnstown Downtown Development is creating a vibrant, prosperous, distinguished, accessible, and successful network for businesses and residents to connect with one another.

Events:

- Created Leap Into Johnstown for Leap Day. This advertised one day specials all over downtown and we had great feedback from the businesses on it.
- Created Small Business Weekend for holiday shopping in the downtown area. Product based businesses had specials and many service-based businesses opened their doors to at home businesses.
- Began discussions with the Johnstown BBQ Day Committee to potentially take over this event. This was placed on hold due to COVID-19.
- Met with the Greeley Downtown Association to learn more about entertainment districts & a potential farmers market contact.

Marketing:

- o Created new website of www.visitdowntownjohnstown.com.
- Created Visit Downtown Johnstown Facebook page and consistently promote and share business posts to those pages.
- During COVID-19, a social graphic was created providing phone numbers and takeout availability to all downtown restaurants.
- Completed news release including the Johnstown Women in Business that was published in multiple publications.
- Created Johnstown Strong campaign which not only brought citizens and businesses together, but it also became a small fundraiser for the organization through selling shirts.

Misc.

 Applied for Home Town Takeover. Unfortunately, we were not selected but this helped create video footage for downtown. The Town Council of the Town of Johnstown met on Monday, August 3, 2020 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Lebsack led the Pledge of Allegiance.

Roll Call:

Those answering present were: Councilmembers Berg, Lemasters, Mellon, Molinar Jr., Tallent and Young

The following staff members were also present: Avi Rocklin, Town Attorney, Matt LeCerf, Town Manager, Kim Meyer, Planning Director, Marco Carani, Public Works Director and Jamie Desrosier, Communication Manager.

Agenda Approval

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

Public Comments

Mr. Terry Eady informed the Council of some concerns with water runoff from a neighboring farm and the damage that is happening to his property. He stated he has spoken with the town's public works director, and the subdivision's home owners association, and appreciates the time they have given him and is hoping the situation can be resolved.

Mr. James Barborak asked Council about recycling in the Town and the possibility of making it free.

Consent Agenda

Councilmember Mellon requested Item C – IGA with High Plains Library District be removed from the Consent Agenda. Councilmember Mellon moved to approve the amended Consent Agenda, seconded by Councilmember Young.

- July 20, 2020 Meeting Minutes
- List of Bills
- Resolution 2020-21 Resolution Modifying the Town of Johnstown Small Business Micro Grant Program

Motion carried with a roll call vote.

New Business

A. Public Hearing – The Ridge at Johnstown Filing No. 1 – Final Subdivision and Final Development Plan – The proposed subdivision/development plan would create 208 single family lots. Dedication of common open spaces, trail corridors and a neighborhood park totaling 15.06 acres are to be dedicated to the metropolitan district.

July 20, 2020

Mayor Lebsack opened the Public Hearing at 7:30 p.m. Mr. Mark Hunter representing the applicant was present to answer any questions Council had. There being no further public comments the hearing was closed.

Councilmember Tallent moved to approve Resolution 2020-22 approving The Ridge at Johnstown Filing No. 1 Final Subdivision and Final Development Plan with conditions seconded by Councilmember Berg. Motion carried with a roll call vote.

- B. Subdivision Development and Improvement Agreement for The Ridge at Johnstown Filing No. 1, by J-25 Land Holdings, LLC. –The Agreement requires the Developer to develop the property in accordance with the subdivision plat that was approved by Council. It also requires the Developer to install public and private improvements at the Developer's cost in accordance with the Town's specifications. The Agreement also includes milestones for completion of certain improvements included on Exhibit B-3. Councilmember Lemasters moved to approve the Subdivision and Improvement Agreement for the Ridge at Johnstown Filing No. 1, seconded by Councilmember Young. Motion carried with a roll call vote.
- C. Water Rights Dedication Agreement for The Ridge at Johnstown by J-25 Land Holdings, LLC This agreement provides for the dedication of 18 adjudicated shares of Home Supply Water. This dedication will create the Ridge Water Bank to be used within the development. A Water and Sewer Service Agreement will be drafted for each filing. Councilmember Mellon moved to approve The Ridge at Johnstown Water Rights Dedication Agreement, seconded by Councilmember Berg. Motion carried with a roll call vote.
- D. Public Hearing Ordinance Number 2020-181, Amending Article VIII of Chapter 10 to add Section 10-168 concerning Outdoor Construction Activity This ordinance would establish guidelines and regulations related to specific construction hours that would be applicable throughout the Town and would be enforceable by the code enforcement department.

Mayor Lebsack opened the public hearing at 7:58 p.m., having no public comment closed the hearing. Councilmember Young moved to approve Ordinance No. 2020-181 as presented amending Article VIII of Chapter 10 to add Section 10-168 Concerning Outdoor Construction Activity, seconded by Councilmember Lemasters. Motion carried with a roll call vote.

E. I-25 and Highway 60 Aesthetic Improvements – The design for the aesthetic improvements are being finalized, however Council had requested staff to research the price to add 2 additional elements in the design; the addition of insets be included on each of the primary columns on either side of the bridge deck and the inclusion of additional brackets for the possibility of flags to be displayed on holidays and days of recognition. These additions will need to be reengineered into the current design for an estimated cost of \$250,000. If CDOT approves the brackets/insets and the engineering can be done within the estimated cost, Council would like to move forward with modifying the design to include the additional elements.

Town of Johnstown, Colorado

-3-

August 3, 2020

Executive Session

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) to discuss the letter from Colorado Department of Public Health and Environment.

Councilmember Mellon made a motion to recess into Executive Session; seconded by Councilmember Young.

There being no further business to come before Council the meeting adjourned at 9:05 p.m.

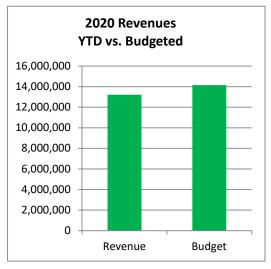
Mayor

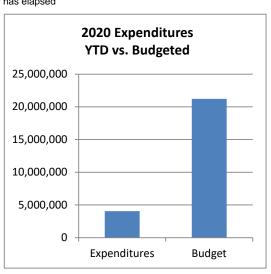
Town Clerk

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

General Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	37,228,247	37,228,247	
Revenues: Taxes & Fees Licenses & Permits Fines & Forfeitures Intergovernmental Earnings on Investment Miscellaneous Revenue	11,121,199 1,640,404 83,914 99,830 132,640 141,332	12,631,080 828,200 171,000 15,000 288,000 216,200	88.0% 198.1% 49.1% 665.5% 46.1% 65.4%
Transfers In Total Operating Revenues	13,219,318	14,149,480	93.4%
Expenditures: Legislative Town Manager Town Clerk Finance Planning Building Inspections Police Public Works Buildings Transfers Out	430,450 167,759 170,252 97,789 335,993 112,645 1,832,143 65,897 127,366 712,951	978,200 722,750 338,850 230,950 762,600 236,200 3,522,080 133,650 210,200 14,097,660	44.0% 23.2% 50.2% 42.3% 44.1% 47.7% 52.0% 49.3% 60.6% 5.1%
Total Expenditures	4,053,245	21,233,140	19.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures Prior Period Adjustment	9,166,073	(7,083,660)	
Ending Fund Balance*	46,394,320	30,144,587	

* - Unaudited



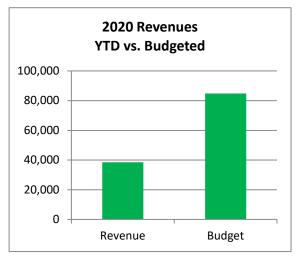


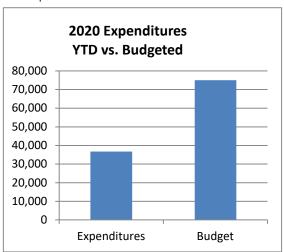
Item #3.

Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund Period Ending July 31, 2020 Unaudited

Conservation Trust Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	0	0	
Revenues: Intergovernmental Earnings on Investment	38,559 -	84,800 100	45.5% 0.0%
Total Operating Revenues	38,559	84,900	45.4%
Expenditures: Operations Capital Outlay	- 36,701	- 75,000	48.9%
Total Expenditures	36,701	75,000	48.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,858	9,900	
Ending Fund Balance*	1,858	9,900	

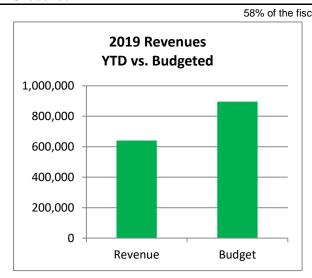
* - Unaudited

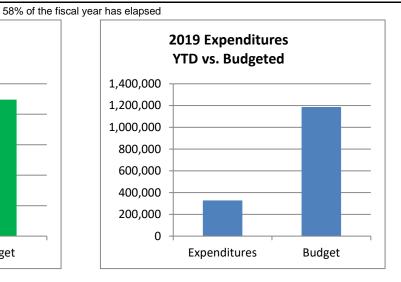




Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund Period Ending July 31, 2020 Unaudited

Parks and Open Space Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	5,544,616	5,544,616	
Revenues: Taxes & Fees Miscellaneous Revenue Transfers In	588,022 31,805 0	359,817 315,700 220,000	163.4% 10.1% 0.0%
Total Operating Revenues	640,344	895,517	71.5%
Expenditures: Operations Capital Outlay Transfers Out	195,579 133,071 -	458,750 728,000 -	42.6% 18.3%
Total Expenditures	328,650	1,186,750	27.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	311,694	(291,233)	
Ending Fund Balance*	5,856,310	5,253,383	

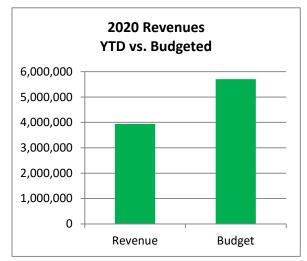


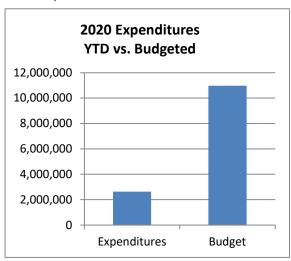


Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund Period Ending July 31, 2020 Unaudited

Street and Alley Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	8,463,136	8,463,136	
Revenues:			
Taxes & Fees	1,309,556	838,000	156.3%
Intergovernmental	155,823	1,511,650	10.3%
Charges for Services	505,635	1,024,000	49.4%
Capital Investment Fees	1,918,712	305,000	629.1%
Earnings on Investment	48,629	27,000	180.1%
Tranfers In	-	2,000,000	0.0%
Total Operating Revenues	3,938,356	5,705,650	69.0%
Expenditures:			
Operations & Maintenance	967,290	2,284,050	42.3%
Capital	1,665,731	8,684,500	19.2%
Total Expenditures	2,633,021	10,968,550	24.0%
Excess (Deficiency) of Revenues and			
Other Sources over Expenditures	1,305,335	(5,262,900)	
Ending Fund Balance*	9,768,471	3,200,236	

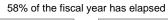
58% of the fiscal year has elapsed

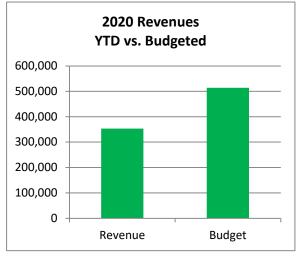


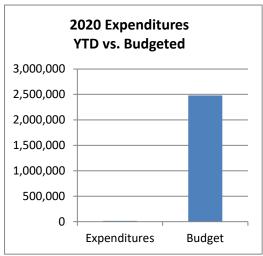


Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund Period Ending July 31, 2020 Unaudited

Capital Projects Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	10,994,106	10,994,106	
Revenues: Taxes and Fees Miscellaneous Revenue Interest Transfers In	288,715 - 64,230 -	450,000 - 79,000 (15,000)	64.2% 81.3%
Total Operating Revenues	352,946	514,000	68.7%
Expenditures: Capital Outlay Transfers Out	16,610 -	2,479,700	0.0% 0.0%
Total Expenditures	16,610	2,479,700	0.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	336,336	(1,965,700)	
Ending Fund Balance*	11,330,442	9,028,406	





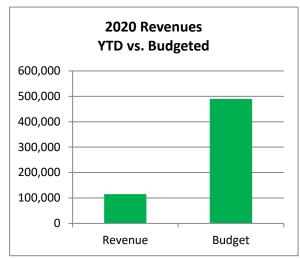


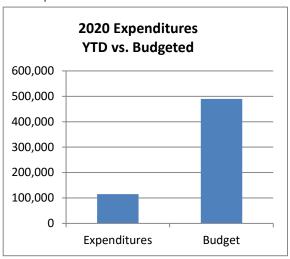
Item #3.

Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund Period Ending July 31, 2020 Unaudited

Tax Allocation Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	5,555	5,555	
Revenues: Taxes & Fees Earnings on Investment	114,706 -	490,000 100	23.4% 0.0%
Total Operating Revenues	114,706	490,100	23.4%
Expenditures: Miscellaneous	114,706	490,000	23.4%
Total Expenditures	114,706	490,000	23.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	0	100	
Ending Fund Balance*	5,555	5,655	

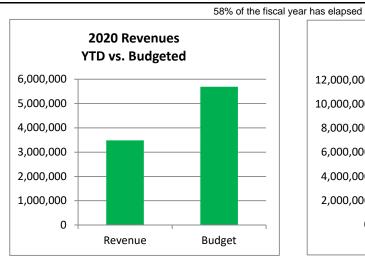
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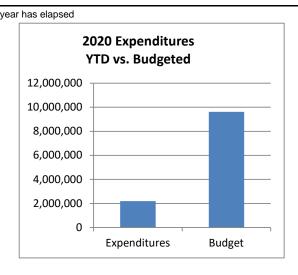




Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund Period Ending July 31, 2020 Unaudited

Water Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Cash Balance	18,054,317	18,054,317	
Revenues: Charges for Services	1,774,315	2,518,000	70.5%
Total Operating Revenues	1,774,315	2,518,000	70.5%
Expenses: Administration Operations Capital Outlay Depreciation Transfers Out	98,340 1,091,789 812,720 197,638	522,550 1,887,920 6,853,000 355,000	18.8% 57.8% 11.9% 55.7%
Total Operating Expenses	2,200,487	9,618,470	22.9%
Operating Income (Loss) Non-Operating Revenues (Expenses)	(426,172)	(7,100,470)	
Tap Fees Capital Investment Fees Misc. Revenues Interest Expense	756,730 670,852 193,281 92,176	804,625 100,000 2,144,000 126,000	94.0% 670.9% 9.0% 73.2%
Total Non-Operating Revenues (Expenses)	1,713,039	3,174,625	54.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	1,286,867	(3,925,845)	
Ending Cash Balance*	19,341,184	14,128,472	

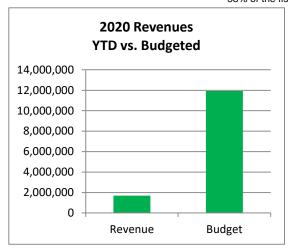


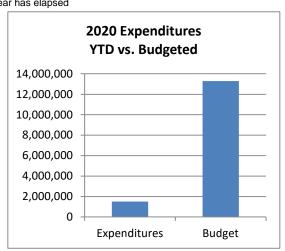


Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund Period Ending July 31, 2020 Unaudited

Sewer Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Cash Balance	8,393,987	8,393,987	
Revenues: Charges for Services	1,235,779	1,950,000	63.4%
Total Operating Revenues	1,235,779	1,950,000	63.4%
Expenses: Administration Operations Capital Outlay Depreciation Total Operating Expenses	86,925 663,039 651,986 112,584 1,514,534	310,500 1,895,870 10,874,000 205,000 13,285,370	28.0% 35.0% 6.0% 54.9% 11.4%
Operating Income (Loss)	(278,756)	(11,335,370)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees Misc. Revenues Interest Expense Transfers	447,590 8,328 13,989	660,000 1,001,000 81,000 10,000,000	67.8% 0.8% 17.3% 0.0%
Total Non-Operating Revenues (Expenses)	469,907	11,742,000	4.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	191,152	406,630	
Ending Cash Balance*	8,585,139	8,800,617	

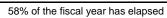
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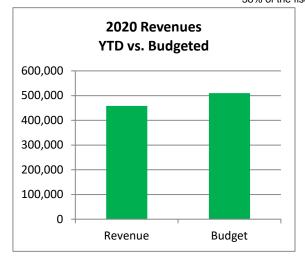


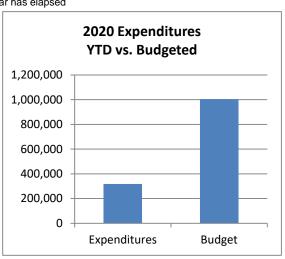


Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund Period Ending July 31, 2020 Unaudited

Drainage Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Cash Balance	3,342,074	3,342,074	
Revenues: Charges for Services	266,422	435,000	61.2%
Total Operating Revenues	266,422	435,000	61.2%
Expenses: Administration Operations Capital Improvements Transfer Out Total Operating Expenses	63,060 146,460 109,271 - 318,791	143,100 345,900 515,000 - 1,004,000	44.1% 42.3% 21.2% 31.8%
Operating Income (Loss)	(52,369)	(569,000)	
Non-Operating Revenues (Expenses)			
Capital Revenues Misc. Revenues	181,459	50,000	362.9%
Interest Expense	10,728	25,200	42.6%
Total Non-Operating Revenues (Expenses)	192,187	75,200	255.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	139,819	(493,800)	
Ending Cash Balance*	3,481,893	2,848,274	





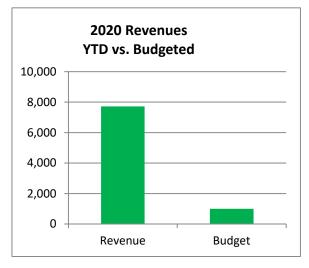


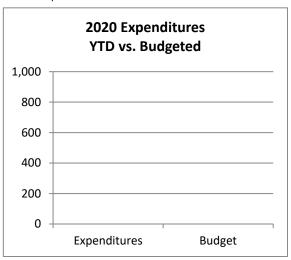
Item #3.

Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund Period Ending July 31, 2020 Unaudited

Cemetery Perpetual Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance*	125,195	125,195	
Revenues: Miscellaneous Revenue Earnings on Investment	6,905 814	903 100	764.6% 813.5%
Total Operating Revenues	7,718	1,003	769.5%
Expenditures: Operations & Maintenance Capital Outlay Transfers Out	- - -	- - - -	
Total Expenditures		-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	7,718	1,003	
Ending Fund Balance*	132,913	126,198	

* - Unaudited

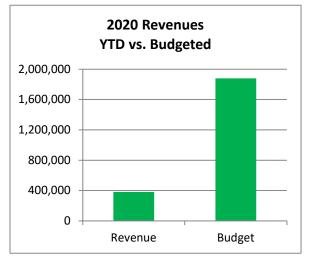


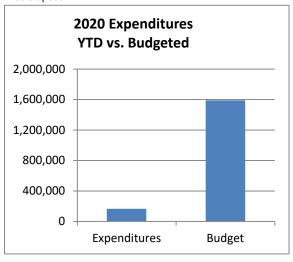


Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund Period Ending July 31, 2020 Unaudited

Library Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance	3,491,367	3,491,367	
Revenues:			
Intergovernmental	-	824,716	0.0%
Miscellaneous Revenue	83,885	11,000	762.6%
Capital Investment Fees	294,748	20,000	1473.7%
Interest	2,044	1,500	136.2%
Transfers In	-	1,022,660	0.0%
Total Operating Revenues	380,677	1,879,876	20.3%
Expenditures:			
Operations	166,155	1,589,915	10.5%
Capital Outlay	-	-	0.0%
Total Expenditures	166,155	1,589,915	10.5%
Excess (Deficiency) of Revenues and			
Other Sources over Expenditures	214,522	289,961	·
Ending Fund Balance*	3,705,889	3,781,328	

* - Unaudited

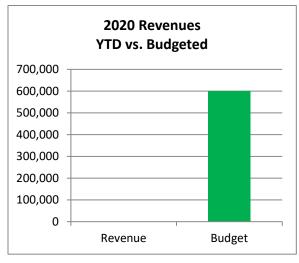


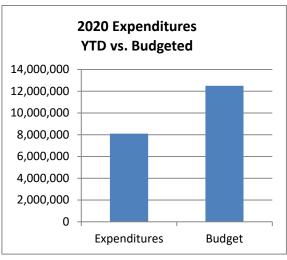


Town of Johnstown, Colorado Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund Period Ending July 31, 2020 Unaudited

Recreation Center Fund	2020 Actuals July	2020 Adopted Budget	% Complete
Beginning Fund Balance*	12,000,000	12,000,000	
Revenues: Transfers In Earnings on Investment	<u>-</u>	600,000	0.0%
Total Operating Revenues		600,000	0.0%
Expenditures: Operations & Maintenance Capital Outlay	66,756 8,033,804	500,000 12,000,000	13.4% 66.9%
Total Expenditures	8,100,559	12,500,000	64.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(8,100,559)	(11,900,000)	
Ending Fund Balance*	3,899,441	100,000	

* - Unaudited







Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: 2nd Reading Ordinance 2020-181

PRESENTED BY: Town Manager, Town Attorney

*This ordinance was introduced to Council at the August 3, 2020 Council meeting. The ordinance establishes guidelines and regulations related to specific construction hours that would be applicable throughout the Town and would be enforceable by the code enforcement department.

LEGAL ADVICE: This ordinance was drafted by the Town Attorney

FINANCIAL ADVICE:

N/A

The Community That Cares

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

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2020-181

AN ORDINANCE AMENDING ARTICLE VIII OF CHAPTER 10 TO ADD SECTION 10-168 CONCERNING OUTDOOR CONSTRUCTION ACTIVITY

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

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

WHEREAS, Article VIII of Chapter 10 of the Johnstown Municipal Code ("Code") regulates noise offenses in the Town; and

WHEREAS, to better accommodate the needs and desires of the residents of the Town, Town Council desires to limit outdoor construction activity to certain reasonable time periods; and

WHEREAS, to effectuate the foregoing, Town Council desires to amend Article VIII of Chapter 10 to add Section 10-168; 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.

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

<u>Section 1</u>. Article VIII of Chapter 10 of the Johnstown Municipal Code shall be amended to add Section 10-168, which shall read in full as follows:

Sec. 10-168. Outdoor Construction Activity.

It shall be unlawful for any person to conduct or permit outdoor construction activities, including, but not limited to, carpentry, excavation, roofing, concrete installation, paving or any activity in support thereof, within the Town limits except between: (i) on Mondays through Fridays, the hours of 7:00 a.m. and 8:00 p.m. or dusk, whichever is earlier and (ii) on Saturdays, Sundays and holidays, the hours of 8:00 a.m. and 7:00 p.m. or dusk, whichever is earlier.

<u>Section 2</u>. <u>Publication; Effective Date; Recording.</u> 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 APPRO	VED on first reading by the Town Council of the Town
of Johnstown Colorado, thisday	of
OF JOHN S	TOWN OF JOHNSTOWN, COLORADO
ATTEST: SEAL BY LELLE	By: Confubrack
Diana Seele, Fown Clerk	Gary Lebsack, Mayor
PASSED UPON FINAL APPI	ROVAL AND ADOPTED on second reading by the
Town Council of the Town of Johnstow	
2020.	· · · · · · · · · · · · · · · · · · ·
	TOWN OF JOHNSTOWN, COLORADO
ATTEST:	
By:	By:
Diana Seele, Town Clerk	Gary Lebsack Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: Resolution 2020-23

ATTACHMENTS: Resolution 2020-23 and Exhibit A

Informational Letter to Lot Owners (8/10/20)

PRESENTED BY: Kim Meyer, Director of Planning and Development

** Resolution 2020-23 is a resolution changing a street name in the Thompson River Ranch subdivision, in response to a request from LFRA and Larimer Emergency Telephone Authority (LETA). The affected street section, about 380 linear feet in length, serves thirteen (13) properties, seven (7) of which are currently occupied by homeowners; the remainder are owned by the developer.

At present there are two "legs" of Riverwalk Circle that were platted in 2015 with Filing 5, and which were addressed in the "3600's." Due to the configuration of Riverwalk Circle, that also results in two intersections of this street with River Ranch Parkway. This is cause for considerable concern for emergency responders who fear losing valuable time searching on the wrong leg of this street to respond to a call.

Town Staff has worked to minimize the re-addressing impact, limiting this change to the fewest possible existing homeowners. The street name, only, will change; the house numbers will remain the same. A letter was sent on August 10, 2020, notifying these owners of this impending change, and the anticipated effective date.

Additionally, Town Staff has:

- Created a Notice to be recorded at Larimer County indicating this change
- Updated town utility billing addresses, which will help provide the needed identification when updating an address with other entities
- Worked with the local USPS Postmaster to make them aware of this change
- Will provide the signed resolution and recorded notice to homeowners, with a USPS address change packet

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Item #5.

- Contacted other utilities (Xcel Energy, CenturyLink and TDS) to inform them of this pending address change and lay the groundwork for any calls they receive from residents
- Ordered new street signs to be installed as soon as possible, if this resolution is approved

Staff feels this is a valid and vital request to ensure the safety of our residents.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

TOWN OF JOHNSTOWN, COLORADO RESOLUTION NO. 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

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

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

WHEREAS, the Larimer Emergency Telephone Authority ("LETA"), the agency responsible for handling 9-1-1 and emergency response coordination between multiple public safety answering points and government jurisdictions in Larimer County, and the Loveland Fire Rescue Authority ("LFRA"), the agency responsible for, among other services, fire protection, have expressed concerns to Town staff about the ability to rapidly locate certain addresses on the eastern portion of Riverwalk Circle, a street in the Thompson River Ranch subdivision, due addressing that is similar to addressing on the north-south portion of Riverwalk Circle; and

WHEREAS, LETA and LFRA are particularly concerned about the segment of the roadway with real properties known by legal description as Lots 8-13, Block 3, Thompson River Ranch Filing 10, and Lots 2-8, Block 4, Thompson River Ranch Filing 5, Town of Johnstown, County of Larimer, State of Colorado, and with the following street addresses: 3615, 3621, 3627, 3630, 3633, 3636, 3639, 3642, 3645, 3648, 3651, 3654, and 3660 Riverwalk Circle; and

WHEREAS, to protect the public health and safety, Town Council desires that the eastern portion of Riverwalk Circle, as depicted on <u>Exhibit A</u> attached hereto, be changed to Abbotswood Drive; and

WHEREAS, seven (7) of the impacted properties are occupied by homeowners; and

WHEREAS, Town staff notified the affected homeowners of the proposed name change and of the proceedings before Town Council; and

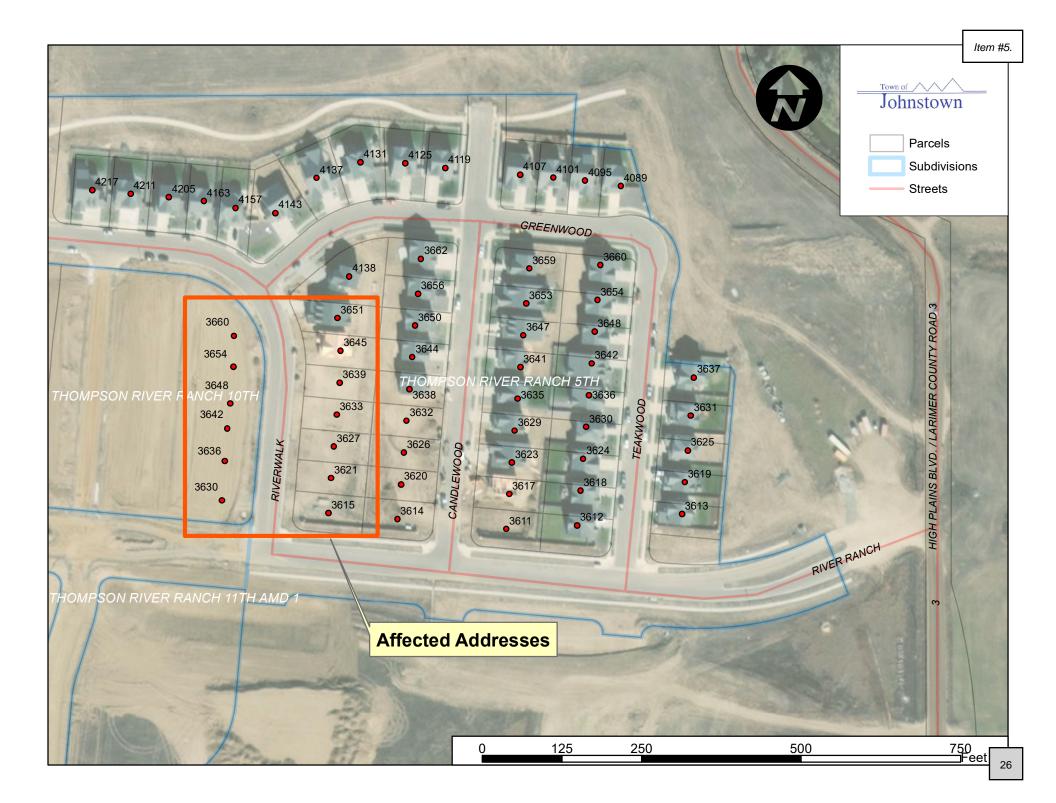
WHEREAS, Town Council desires that Town staff continue to work with the affected homeowners and notify the appropriate public agencies to help effectuate the change; and

WHEREAS, Town Council finds that it is in the best interest of the Town to adopt this Resolution.

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

- <u>Section 1</u>: The eastern portion of Riverwalk Circle, depicted on <u>Exhibit A</u> attached hereto, shall be changed to Abbotswood Drive. The name change shall be administratively implemented by Town staff and shall take effect when Town staff completes the administrative process.
- <u>Section 2</u>: Town staff shall continue to work with the affected homeowners and shall notify the appropriate public agencies to effectuate the name change.
- **Section 3:** Except as otherwise set forth herein, this Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND AD	OPTED this day of, 2020.
ATTEST:	TOWN OF JOHNSTOWN, COLORADO
By: Diana Seele, Town Clerk	By: Gary Lebsack, Mayor



Item #5.



Town of Johnstown

ADDRESS CHANGE NOTIFICATION

XXXXXXXXXXXXX 3633 Riverwalk Circle Johnstown, CO 80534

Dear Resident, August 10, 2020

We are writing to inform you of an upcoming change to the name of your street. Recently, the Town of Johnstown was made aware of problems with addressing on portions of Riverwalk Circle. Larimer Emergency Telephone Authority (LETA), the agency responsible for handling 9-1-1 and emergency response coordination between multiple public safety answering points and government jurisdictions in Larimer County, and LFRA (Loveland Fire Rescue Authority) expressed strong concerns about the ability to rapidly find addresses on the east leg of Riverwalk Circle; both north/south segments of this circle were addressed off of the town's "3600" standard block addressing. These agencies are worried that, in instances where seconds matter, emergency responders may lose valuable time searching for an address.

In an effort to substantially comply with the requirements of LETA and LFRA, and to keep our residents safe, the Town of Johnstown will be changing the name of the eastern leg of Riverwalk Circle to **Abbotswood Drive**. *Please note your house number will remain the same; only the street name will change*. We recognize the inherent inconvenience of an address change, and in an effort to make this transition a little less inconvenient, the Town will record this change with the Larimer County Assessor, and alert the Post Office, town utility billing, and other local utility providers. Your Town utility bill will be updated automatically.

Upon recording of the resolution, the Town will send a packet to assist with the street name change. The Packet will include a change of address card for the U.S. Postal Service, a copy of the recorded resolution, a notice of address change signed by the mayor, and a copy of the instrument, recorded with Larimer County, officially changing the street name of your property.

The street name change will take effect Monday, August 24, 2020.

Effective August 24, 2020, your street address will be: 3633 Abbotswood Drive.

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www.TownofJohnstown.com P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141 Town Council will read a resolution changing the street name on Monday, August 17, 2020, during a regular session of Town Council. This meeting will be at 7 PM, in the Town Council Chambers located in Town Hall, 450 S. Parish Ave. For further information, you are invited to send Planning & Development an email at planning@townofjohnstown.com, or call at 970-587-4664. You may also contact LETA at 970-962-2170 or LFRA at 970-962-2471.

Sincerely,

Kim Meyer, Director Planning & Development

Town of Johnstown

Kim Muya

Kimberly J Culp

Kimberly Culp, CEO LETA



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: IGA with High Plains Library District

PRESENTED BY: Avi Rocklin, Town Attorney

***For consideration is the Intergovernmental Agreement ("IGA") Concerning Library Services between the Town and the High Plains Library District ("HPLD"). If approved, the IGA would supersede and replace the prior agreement executed between the parties on February 18, 2009. The IGA creates a simplified cooperative process whereby HPLD agrees to provide a variety of library services to the Glenn A. Jones M.D. Memorial Library ("Library") in exchange for the tax revenue sharing. The list of potential services that the Library District is required to offer to the Library is contained on Addendum A. The services may be modified, but not reduced in scope. On an annual basis, the Glenn A. Jones M.D. Memorial Library is to notify HPLD of the services that it desires. The tax revenue sharing remains the same. HPLD is required to provide 2/3 of the tax revenue it receives from the Library's Service Area, defined as the boundaries of the Weld County School District RE-5J, except all land within the corporate limits of the Town or outside of Weld County, to the Library and the Town is to provide 1/3 of the tax revenue that it collects for library purposes to HPLD. The IGA further provides that properties annexed into the Town be removed from HPLD's boundaries to avoid double taxation. Upon information and belief, the IGA has been approved by the Library's Board.

FINANCIAL ADVICE:

N/A

The Community That Cares

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INTERGOVERNMENTAL AGREEMENT CONCERNING LIBRARY SERVICES BETWEEN THE HIGH PLAINS LIBRARY DISTRICT AND THE TOWN OF JOHNSTOWN

This Intergovernmental Agreement Concerning Library Services ("Agreement") is made on this ____ day of _____, 2020 ("Effective Date"), by and between the High Plains Library District ("Library District"), a Colorado library district, and the Town of Johnstown, a Colorado home rule municipal corporation (the "Town"), (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Library District was created by the legislative acts of the Town of Ault, the Town of Eaton, the Town of Hudson, the City of Fort Lupton, the City of Greeley, the Weld County School District Re-8 and the County of Weld, known collectively as the "Establishing Entities;"

WHEREAS, the Town of Johnstown and the Town of Platteville did not establish the Library District, but agreed to participate, and are known collectively as "Participating Entities;"

WHEREAS, for purposes of this Agreement, the Establishing Entities and Participating Entities shall be known collectively as the "Governing Authorities" or singularly as a "Governing Authority;"

WHEREAS, the Governing Authorities, by the legislative acts of their governing bodies, opted to retain title to and ownership of their local libraries and the assets of such libraries and to maintain local control by and through a local library board of trustees;

WHEREAS, in exchange for library services provided by the Library District to the local libraries of the Governing Authorities, the Library District retains a portion of the property tax revenue derived from the service area of each Governing Authority;

WHEREAS, to clarify the library services that the Library District will provide to the local library of each Governing Authority, and, more specifically for purposes of this Agreement, the library services that the Library District will provide to the Town's public library, the Glenn A. Jones M.D. Memorial Library ("Johnstown Library"), operating by and through the Town, during each calendar year, and the process by which such services will be provided, the Parties desire to enter into this Agreement;

WHEREAS, on February 18, 2009, the Town and the Library District entered into an Agreement Concerning Participation in the High Plains Library District, which, among other revisions, amended the agreement executed between the Parties, or predecessors to the Parties, on November 4, 1985 and the Modification Agreement executed between the Parties, or predecessors to the Parties, on or about January 15, 2001;

WHEREAS, the Town and the Library District have determined that it is mutually beneficial to amend the Agreement Concerning Participation in the High Plains Library District dated February 18, 2009; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and mutual agreements contained herein, the Library District and the Town hereby agree as follows:

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

- 2. <u>Library Services</u>. On or before October 1 of each calendar year, the Library District shall provide the Town with a list of the library services that will be available for the following calendar year to the Johnstown Library ("Library Services"). The list of services shall be in substantially the same form as set forth on <u>Addendum A</u>, attached hereto and incorporated herein by reference ("List of Services"). The List of Services may be amended from time to time, but the Library District may not diminish or reduce the Library Services available to the Johnstown Library absent the Town's written consent. On or before November 1 of each calendar year, the Town shall return the List of Services to the Library District with the selection of Library Services for the following calendar year. On and after January 1 of the following calendar year, the Library District shall provide the selected Library Services to the Johnstown Library. If the Town does not return the List of Services to the Library District, the Library District shall continue to provide the then-current Library Services to the Johnstown Library.
- 3. <u>Modified Library Services During a Calendar Year</u>. During any calendar year, upon the written request of the Town to the Library District to modify the services, the Library District may modify the Library Services that are provided to the Johnstown Library during such calendar year.
- 4. <u>Library Services for the 2020 Calendar Year</u>. For purposes of the 2020 calendar year, within ten (10) days of the execution of this Agreement, the Town shall provide a completed List of Services to the Library District and the Library District shall thereafter provide the Library Services to the Johnstown Library.
 - 5. <u>Tax Revenue Sharing</u>. The Parties shall share tax revenue as follows:
- a. The Library District shall provide to the Town two-thirds (2/3) of the property tax proceeds collected by the Library District from the mill levy applied by the Library District to the Johnstown Library's service area, defined as the boundaries of the Weld County School District RE-5J, except all land within the corporate limits of the Town or outside of Weld County ("Service Area"). The remaining one-third (1/3) of the property tax proceeds shall be retained by the Library District to, among other uses, provide the Library Services to the Johnstown Library. On or before October 15th of each calendar year, absent extraordinary circumstances, the Library District shall provide written notification, if by electronic mail with a read receipt, to the Town of the anticipated amount of property tax revenue to be paid for the subsequent calendar year. Within twenty (20) days of receipt of property tax revenue from the Weld County Treasurer, the Library District shall remit payment to the Town.
- b. The Town shall allocate two-thirds (2/3) of the property tax proceeds collected for library purposes within the corporate limits of the Town to the Johnstown Library. The remaining one-third (1/3) of the property tax proceeds collected for library purposes within the corporate boundaries of the Town shall be allocated to the Library District to, among other uses, provide the Library Services to the Johnstown Library. On or before October 15th of each calendar year, absent extraordinary circumstances, the Town shall provide written notification, if by electronic mail with a read receipt, to the Library District of the anticipated amount of property tax revenue to be paid for the subsequent calendar year. Within twenty (20) days of receipt of property tax revenue from the Weld County Treasurer, the Town shall remit payment to the Library District.
- c. Notwithstanding the foregoing, and without modifying the proportional sharing of the tax revenue (2/3 to 1/3 split), the Parties may, in their discretion, deviate from the distribution of tax

revenue sharing set forth above by offsetting the payment that the Town is required to provide to the Library District from the payment that the Library District is required to provide to the Town.

- 6. <u>Modification of Boundaries</u>. The Town and the Library District hereby agree that properties within the Library District's Service Area that are subsequently, or have been, annexed into the Town shall be removed from the Library District's Service Area and boundaries. The parties shall jointly effectuate the foregoing by submission of the requisite documents to the Weld County Board of County Commissioners. Upon exclusion, the Library District shall receive funding from the excluded properties based on the tax revenue sharing set forth above.
- 7. <u>Term.</u> The initial term of this Agreement shall be from the Effective Date through December 31, 2020, and it shall automatically renew for one-year terms on January 1st of each calendar year. This Agreement may be updated, modified, revised, renegotiated or terminated at any time by mutual consent and in writing by the Library District and the Town. In the alternative, the Town, in its sole discretion, may cease participation in the Library District by providing ninety (90) days written notice to the Library District.
- 8. <u>Library Plan</u>. The Library District has developed a comprehensive plan, setting forth its broad policy objectives and understandings ("Library Plan"). A copy of the Library Plan is attached hereto and incorporated herein by reference as <u>Addendum B</u>. Within three months of the execution of this Agreement, the Johnstown Library shall prepare a similar plan for its library and provide such plan to the Library District.
- 9. <u>Notices</u>. Notices required herein, including delivery of the List of Services, shall be sufficient if personally delivered, sent by certified mail or sent by electronic mail delivery upon acknowledgment of receipt of the electronic mail by the intended recipient, addressed as follows, which addresses may be amended from time to time by written notice:

To the Library District: High Plain Library District

Attn: Executive Director 2650 W. 29th Street Greeley, CO 80631

Email: MHortt@highplains.us

To the Town: Town of Johnstown

Attn: Town Clerk 450 S. Parish Avenue Johnstown, CO 80534

Email: dseele@townofjohnstown.com

Johnstown Library Attn: Library Director 400 S. Parish Avenue Johnstown, CO 80534

Email: KPlumb@highplains.us

- 10. <u>Entire Agreement</u>. This Agreement shall contain the entire understanding of the Parties. This Agreement may not be changed without an agreement in writing signed by the Library District and the Town. This Agreement is binding upon and inures to the benefit of the Parties, their successors, assigns, and representatives.
- 11. <u>Mediation</u>. Prior to commencement of litigation, any disagreement between the Library District and the Town with respect to this Agreement shall be referred to a third-party mediator. If the Parties are not able to agree upon a mediator, the mediation shall be conducted at the Judicial Arbiter Group in Denver, Colorado. The cost of the mediation shall be split equally between the Parties.
- 12. <u>Severability</u>. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement. If the validity, legality, constitutionality or performance of any portion of this Agreement is impeded or otherwise affected by any change in pertinent law or order of court, it is the desire and intent of the Parties to perform and comply with this Agreement as nearly as possible according to its spirit and expressed intent until the Parties agree in writing to changes consistent with and in accordance with the change in law or court order, as applicable.
- 13. <u>Choice of Law; Venue</u>. This Agreement is made under and is to be construed and enforced in accordance with the laws of the State of Colorado. The Parties agree that all judicial actions or proceedings arising in connection with this Agreement shall be heard in the District Court of Weld County.
- 14. <u>Headings</u>. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

	HIGH PLAINS LIBRARY DISTRICT BOARD
ATTEST:	
By: Secretary	By: President
A TYPE CIT.	TOWN OF JOHNSTOWN
ATTEST:	By: Gary Lebsack, Mayor
By: Diana Seele, Town Clerk	•

Addendum A
Glenn A Jones Memorial M.D. Library Library Services Calendar Year _____

Services	Provided by District	Provided by Member Library
Collections		
Access to all materials at all libraries participating in High Plains Library District		
1. The District has over 2,728,788 items, accessible to anyone who has an active HPLD		
library card in good standing including items in the Specialty Checkout Collection (Delivered by end of 1 st Quarter 2020)		
Materials purchasing/centralized order management		
2. Collection department will order on behalf of the Member Library and be billed		
monthly. Discounts realized through large volume purchasing.		
3. Collection development staff coordinate/create/maintain/update standing order plans for books and periodicals.		
4. Provide list of available periodicals, research and order titles as requested. Work with		
vendor when problems arise with subscription deliveries on member behalf.		
5. Collection Resources Manager negotiates discounts for all vendors used by the		
department (book, media and periodicals).		
Materials processing/standardized processing for items purchased /cataloged		
through Bibliographic Services		
6. Items ordered through Bibliographic Services will receive barcodes, RFID tags, spine		
labels, mylar covers per district standards		
Courier service to transport library materials Monday through Saturday		
7. Courier schedule maintenance for North and South routes		
Licensing, maintenance, and access to online databases and search software		
8. Negotiate prices for database and electronic resource access (included eBooks and databases)		
9. Staff database training upon request		
10. Patrons and staff receive technical troubleshooting and support		
Interlibrary Loan (ILL) and Prospector services		
11. ILL department will use OCLC or other supporting tools to locate and borrow an		
item not in our catalog for patrons/residence of HPLD.		
12. ILL staff responds to member patron requests and work with staff to resolve any		
problems.		
Access to collection development tools and resources to build collections		
13. Advice from the collection development department when questions arise.		
14. Access to online ordering tools		
15. Support for collection analysis		
Cataloging services		
16. Original cataloging provided for any item purchased by a Member Library that is		
not found within the OCLC catalog.		

18. Bibliographic Services staff will update ILS databases including deleting bibliographic records with no holdings. 19. Maintain the integrity of the ILS database through regular authority control, subject heading updates and patron purges. 20. Collection Resources Manager negotiates discounts for all processing supplies including RFID tags and barcodes. Additional custom labels can be purchased through the Bibliographic Services department at cost and billed to the Member Library 21. Advice and support from trained MLS catalogers Information Technology- Core IT service solutions 22. ILS: Funding, procurement, installation, administration and all required support for the Integrated Library System and add on services 23. OPAC: Funding, procurement, installation, administration and all required support for the public catalog 24. Email services: Funding, procurement, installation, administration and all required support 25. MyLibrary: Funding, design, code development, installation, administration and all required support 26. Online Payment Services: Funding, procurement, installation, administration and all required support 27. Telecire: Funding, procurement, installation, administration and all required support 29. Storage, backup and recovery services: Funding, procurement, installation, administration and all required support 30. Mobile catalog: Funding, procurement, installation, administration and all required support 31. Reporting and data support for all IT services 32. Training on technologies support by HPLD 33. Online training videos for staff and patrons Staff connectivity services 34. Network equipment funding, purchase, configuration, installation and support in accordance with Library District standards. All hardware, software, equipment including cabling, servers will be provided. All new equipment will come with a handson demo and training. 35. Information Technology calls for service and support of all equipment 36. Security camera hardware, software installation and support	
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18. Bibliographic Services staff will update ILS databases including deleting	
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ILS data maintenance	
from the current bibliographic utility.	
17. Copy cataloging provided for any item already in the HPLD catalog or available	

40. Network funding, equipment purchase, configuration, installation and support.	
Hardwired fiber staff networks minimum speed (40M)*	
Public network minimum speed (20M)*	
Provide Libraries with 6-month usage and speed reports	
(*These speed guaranteed as provided by local internet service providers and contingent	
upon the continued service of these providers.)	
41. Circuit funding, purchase, installation, configuration and support	
42. Access services funding, purchase, installation, configuration and support	
Staff and public client equipment	
43. Purchase of all client (ILS) equipment needs **required for support** as mutually	
agreed upon	
44. Configuration, testing, installation and support for all staff and public client (ILS)	
equipment as mutually agreed upon	
Staff and public client software (is required due to licensing requirements)	
45. Operating system: Funding, purchase, testing, configuration, installation and support	
46. Productivity solutions: Funding, purchase, testing, configuration, installation and	
support (Office suite)	
47. Antivirus and other security tools: Funding, purchase, testing, configuration,	
installation and support	
48. Public use management: Funding, purchase, testing, configuration, installation and	
support	
49. Public print service management: Funding, purchase, testing, configuration,	
installation and support	
50. Web filtering: Funding, purchase, testing, configuration, installation and support	
51. Public freeze software: Funding, purchase, testing, configuration, installation and	
support	
52. Web lock down software (for pacs): Funding, purchase, testing, configuration,	
installation and support	
53. Automated deployment services: Funding, purchase, testing, configuration,	
installation and support	
54. Removal or recycling of computer and IT equipment	
Finance and Administration	
Tax collection, distribution, and payments in the same proportion as collected by	
HPLD.	
55. Ongoing updates on property taxation for budgeting purposes	
56. Intentionally omitted.	
Finance and Administration Requests	
57. Provide approved library budget as part of larger municipal budget upon approval	
and adoption	
58. Provide audited financial statements when approved and adopted by Library and	
Municipal Boards.	
59. Post all notices and hold all meetings in accordance with sunshine laws	
60. Access to Foundation consulting and training sessions on fundraising activities	
including sponsorship, capital campaigns, planned giving, etc.	
61. Assistance with grant reviews, applications, and writing for grants of any size.	

62. Acceptance of large or unusual donations on behalf of a member library pending the		
donation is in line with the Foundation's mission and gift acceptance policy and		
pending the acceptance of a gift agreement. (Add Copy of Gift Acceptance Policy)		
Management of Debt Collect Services:		
63. Debt collect service management including trainings and consulting with Debt		
Collect Service Vendor.		
Human Resources Support		
64. Access to advertising posting position vacancies on the HPLD website		
65. District orientation for new Member Directors and staff (Including Technology		
orientation and District Tour)		
66. Human Resources Consulting as requested		
67. Provides access to HPLD Sub Pool		
68. Access and including in all HPLD Training		
69. Access to In-house training and HPLD-sponsored workshops, seminars,		
orientations, Staff Day and roundtables		
70. Inclusion in and invitation to HPLD All Staff Day		
Project management services		
71. Provide consultation with contractors		
Member/District services coordination		
72. Participation on HPLD committees, task forces and projects (Duties Include:		
participate in planning, execution of program or service and evaluation)		
Continuing education		
73. High Plains Library District will provide funding, contingent upon annual Board		
approval for continuing staff education and professional development		
Compilation of Annual Public Library statistical report		
74. Compile and report library statistics for Public Library Annual Report, all other		
statistics provided as requested		
75. Advise Member libraries of pending changes in data needs		
Legal inquiry		
76. Serve as the point of contact for subpoenas or legal inquiries for ILS data		
HPLD name badge		
77. First name badge for new staff		
Research Tools		
78. District survey and research services that will include Member service areas;		
Including demographics available via staff intranet		
Outreach Services		
Multicultural services		
79. Outreach department partners with Member libraries to provide Multicultural		
services to patrons.		
80. Provide computer class support including curriculum, training, and referrals		
Mobile services to schools or other gathering places in member service area	_	
81. Outreach works with Member Libraries to provide services to locations in the		
Member service area.	-	
Public Computer Centers (PCC)	-	
82. PCCs located in member service areas: Johnstown (Milliken), Ault (Nunn & Pierce)		

83. PCC installation, maintenance and management in mutually agreed upon locations,	
executed through IGA or MOU and in accordance with agreement	
Public Information/Programming	
Spaces web calendar and room reserve	
84. Provide support for Member Library's events calendar available through the	
District's website.	
85. Provide support for each Member Library to utilize patron-initiated room	
reservations available through the District's website as requested	
Templates for promotional materials	
86. Include member libraries on any collaborative promotional materials when	
appropriate and available.	
Coordination of district-wide events and programming	
87. Coordinate special events and programs in which branch and Member Libraries	
choose to participate in. Including the District vehicle participation, scheduled through	
the Library Districts' Outreach Department.	
Library cards	
88. Design, produce and disseminate library cards for all libraries within HPLD.	
Advertising & Marketing	
89. Funds and places advertisements in phone books, newspapers and various northern	
Colorado publications.	
90. Access to Community Relations and Marketing Department Services (including	
large format printer)	
Virtual Services	
91. Staffing/management/support and funding of all calls that come into the 1-888-861-	
READ (7232) number	
92. Staffing /management/support and funding of online communication services such	
as chat and email	
Facilities	
93. Access to District Owner's Representative Services as requested	
94. Facilities consulting, and advice as requested	
Training Bureau	
95. Support and use of the Training Bureau (Once formed the Training Bureau will	
provide staff and public trainings on technology and specific skills TBD)	

Addendum B

High Plains Library District Library Plan

EXCELLENCE

Strategy

Strive to become the first library in the nation to win the Baldrige Award for Excellence.

Governmental transparency creates trust in the community. In our pursuit of excellence, the High Plains Library District will be transparent and follow all Sunshine Law requirements and guidelines, Including, but not limited to:

- Post Board Meeting Agenda and Packets and materials 72 hours before the meeting. In identified posting locations.
- Keeping, recording and Posting Board Meeting Minutes in accordance with Sunshine Laws.
- Making documents available online via www.mylibrary.us
- Following our Open Record Request Policy.
- Submitting a completed Colorado Public Library Annual Report by the annual deadline.
- Providing a District Annual report to the Board from Director and Library Managers.

ACCESS

Strategy

Every individual and community who contributes to the revenues of the District will have access to library services (website, catalog, and the products and services the District offers.)

District Library Locations

District libraries are established according to the Establishment of District Facilities Guideline as well as Colorado Public Library Standards. Operations are governed by the High Plains Library District Board of Trustees. Facilities are the property, by ownership or contract, of the High Plains Library District. The High Plains Library District adheres to an annual budget approved by the High Plains Library District Board of Trustees.

District libraries offer a full array of materials, services, and programs for people of all ages. Staff is employed by the District, participates in benefits and is governed by the policies of the District.

Member Libraries

Member Libraries were established according to the Colorado Library Law provisions in 1985 and have joined with other governmental units within Weld County for the purpose of creating the High Plains Library District. The Member Library receives a designated portion of the tax levy for local library service. The governing authority of the Member Library receives funds according to a formula established at the time of the agreement to create the District. The governing authority budgets and accounts for these funds.

A portion of the tax generated from the service area is retained by the District for the purpose of districtwide services.

Member Libraries have:

- A local governing authority responsible for the library's operations.
- Facilities that are owned and maintained by the local authority.
- Services and programs that are determined by the local board. The library participates in centralized services made available by the District and mutually agreed upon through IGA.
- Staff that is hired by the local board governing authority. Payroll, insurance, and benefits are the responsibility of the local governing authority.
- A service area that was established in the Intergovernmental Agreement that formed the District.
- Hours of operation that are defined by the local authority.

Outreach Services

Outreach Services are a connection point and foothold for High Plains Library District in areas that are not in close proximity to a physical library. Outreach Staff will become a part of the community through collaboration with community organizations and to extend library services into communities, neighborhoods and to individuals. Outreach Services use a variety of methods to provide access to those who experience barriers to using traditional library facilities and virtual resources. Collaborative efforts are prioritized to match the District's Strategic Plan with community efforts.

When focusing on services, Outreach staff works with a variety of organizations ranging from day care centers, preschools, and K-12 schools to recreational centers, senior centers and other organizations that serve as community meeting places, in order to provide library materials, programs and resources to areas where economic, geographic, linguistic, physical or other barriers hinder access.

Efforts include, but are not limited to, providing rotating deposit collections, bookmobile and Lobby Stops, supporting Public Computer Centers, partnering with local service organizations, and serving with organizations pursuing venues for getting information and materials to the community.

The District will continually monitor the changing needs of the High Plains Library District residents and modify services to best reach the most people in a cost-effective manner. Over the next 1-3 years, Outreach Services will shift from transaction interactions with individuals in the communities they serve to a more imbedded, relationship model. A model where we are not just sitting at a table at an event but being an active part of the community and participating in the event and community.

Outreach Service Area Definitions

Outreach Services extends library services and staff into communities, neighborhoods, and to individuals using a variety of methods to provide access to those who experience barriers to using traditional library facilities and virtual resources or those who might not otherwise consider using library services. Efforts include, but are not limited to, participating on board and committees, providing rotating deposit collections, making bookmobile stops, partnering with local service organizations, serving with organizations pursuing venues for getting information and materials to the community, and providing answers and resources online or over the phone.

Bookmobile/Lobby Stops

- Mobile Units may be scheduled to stop at locations that are beyond a reasonable travel distance from a library building location. Stops will be at community gathering locations. While schools, historically have been an ideal location since they serve as a population centers, this has been limited to only supporting students during school hours. New options are being considered.
- Services are provided on an individual basis rather than to a group, i.e., classroom. The most frequently requested books are carried in the Outreach collection. Staff fill special requests promptly using Interlibrary Loan (ILL) and Prospector when appropriate.

• Bookmobile/Lobby stop visits are scheduled at intervals no less than 3 weeks and of sufficient length to offer professional advisory service.

Deposit Sites

- The facility is not the property of the District. Maintenance and insurance are the responsibility of the group or agency providing the facility.
- Deposits may be in lieu of bookmobile service or to supplement a bookmobile stop service point.
- A collection of materials is provided by the District as a long-term loan. The size of this collection is determined by the number of patrons and the size of the facility. Deposits providing study facilities will be provided basic reference books. Short-term rotating collections may be provided to maintain vitality in the collection at the deposit. Selection of the materials will be made by the District staff, taking into consideration those requests of the local staff. Insurance covering the materials placed in the deposit is the responsibility of the District.

Public Computing Center Sites

In 2011, HPLD had established 11 Public Computing Centers (PCC) that were housed in partner organizations. This model allowed the HPLD to maximize our resources by opening multiple sites in a service area that spans more than 4,000 square miles using 2.5 FTE. Of these original centers, 5 are still active locations. While the technology in all locations are managed by the District ITI Staff, 2 are in Member service areas where the Directors decided to continue to support the patron experience aspect of the service.

The 5 locations include: a town hall, a recreation center, a homeless shelter, a support center for the differently-abled, and a former coffee shop.

Criteria for partner organizations include:

- Space for our computer stations, as well as a place for our utility computer and a secure locked box to house it
- Availability of at least 20 hours a week to patrons of all ages
- Established foot traffic pattern

PCC sites were set up to mirror our branch computers, so our patrons get the same software, database access, time limits, and user experience that a patron in a branch would. Book-a-Librarian, a formalized one-on-one appointment, services are also provided.

Materials delivery has been provided at one of our sites through a holds locker (it looks like a USPS box and allows patrons to pick up holds 24/7), and some simply have holds delivered to the staff on the site.

All staff instructors have prior experience in technology instruction.

Virtual Library

Virtual Library staff resolves circulation and service concerns, provides basic reader's advisory and reference services, and directs requests as appropriate. Staff manage communications through technology-based tools which includes, but is not limited to, CHAT, email, and phones.

Virtual Library staff participate in the development and management of online support tools such as video-based training.

Pop-Up Library

The Pop-Up Library's purpose is to engage both users and non-users in a two-way conversation about their wants and needs. At strategically selected events the catalyst for these conversations will be the unique and dynamic experiences we provide. Participants will walk away having had a positive interaction with the library in a new way. The Pop-Up Library will serve as a marketing tool that allows us to be producers instead of takers. It will help move us towards our goal of changing people's perceptions of libraries, by actively showing our relevancy and importance through listening to their needs and delivering based on those conversations.

Current Facilities (Per Demographer)

Current Facilities (<u> </u>		Ta ==	Ta = =
Library	Service Areas	Population by	Square Footage	Sq. Ft./Pop
		Municipalities		
		Service area per		
		County		
		Demographer		
HPLD Greeley	Greeley, Evans,	128, 492	92,300 sq. ft.	0.72 sq. ft/person
Area	Garden City, La			
	Salle (District 6)			
Northern Plains	Ault, Pierce, Nunn	6,387	6,000 sq. ft.	0.93 sq. ft/person
Public Library	(Re-9)			
Platteville Public	Platteville,	7,457	11,500 sq. ft.	1.5 sq. ft/person
Library	Gilcrest (Re-1)			
Glenn A Jones	Johnstown,	25,807	13,000 sq. ft.	0.50 sq. ft/person
Memorial M.D.	Milliken (Re-5J)			
Library				
Hudson Public	Hudson,	15,293	12,000 sq. ft.	0.78 sq. ft/person
Library	Keenesburg,			
	Lochbuie (Re-3)			
Eaton Public	Eaton, Galeton	9,593	12,500 sq. ft.	1.3 sq. ft/person
Library	(Re-2)			
Fort Lupton	Fort Lupton (Re-	14,463	16,500 sq. ft.	1.1 sq. ft/person
	8)			

Cities, Towns, and Municipalities in the District Service Area

As defined by the Weld & Boulder County Assessors Offices:

Evans (Served by the Riverside Library and Cultural Center)

Erie (Served by the Erie Community Library)

Firestone (Served by the Carbon Valley Regional Library)

Frederick (Served by the Carbon Valley Regional Library)

Garden City (Served by the Lincoln Park & Riverside Library and Cultural Center)

Greeley (Served by the Farr Regional Library, Centennial Park Library, Lincoln Park & Riverside Library and Cultural Center)

Kersey (Served by the Kersey Library)

PCC Location:

Briggsdale Community Library Evans Community Complex Milliken Nunn Town Hall

Served by Outreach Services:

Grover (22 miles from a PCC, 44.5 miles from a physical library)

LaSalle (2.4 miles from a physical library)

Mead (10 miles from a physical library)

New Raymer (27 miles from a PCC, 50 miles from a physical library)

Stoneham (38 miles from a PCC, 61 miles from a physical library)

Possible expansion of services:

Keota (37 miles from a PCC, 59 miles from a physical library)

Member Service Areas

As defined by the Weld County Assessors Offices:

Northern Plains Public Library: RE-9 School Boundaries (Ault, Carr, Nunn & Pierce)

Eaton Public Library: RE-2 School Boundaries (Eaton & Galeton)

<u>Fort Lupton School and Public Library:</u> RE-8 School Boundaries (Fort Lupton, Aristocrat Acres, Wattenberg)

Hudson Public Library: RE-3J School Boundaries (Hudson, Lochbuie & Keenesburg)

Glenn A. Jones Memorial Library: RE-5J (Johnstown & Milliken)

Platteville Public Library: South Half of RE-1 School District (Platteville & Gilcrest)

STEWARDSHIP

Strategy

Care for the facilities we have in a way that they will be the place where everyone wants to be.

Establishment of District Facilities Guideline

The High Plains Library District is committed to providing quality service to all district residents. To ensure that service is provided in an effective and efficient manner, the Board of Trustees will establish and observe service delivery guidelines. The following considerations identify the guidelines for the District (Branch) Facilities and provide are provided for informational purposes for the Member Libraries.

General Considerations

- The use of a library is significantly impacted by its location.
- The Board of Trustees is committed to constructing locations where community residents frequently and willingly go.
- The District will operate locations of four types: Regional Library, Large Library, Small Library, and Mini Library.
- Population, service hours per week, size in square footage, holdings available, number of computers available for public use, and the number of hours of programming per week will vary based on the population and demographics of the service area.

- The Board reserves the right to offer service at an expanded or contracted level than that shown in the Preliminary Assessment Tool whenever local conditions or available funding make variations desirable or necessary.
- In urban and suburban areas, libraries should be located so that most residents of the service area can drive to the library in 15-20 minutes. In rural areas, libraries should be located so that most residents of the area can drive to the location in 30 minutes.
- The ideal of the District is to provide library service to residents at all hours, and to pursue opportunities to leverage hours of availability beyond those provided by the traditional library. As technological advancements permit the provision of services without a physical facility, the District will continue to work toward that ideal. As identified in the strategic plan, the District will leverage technology to make a 24/7 self-service location a reality.
- The services offered at libraries will vary depending on the type of facility and the community served. Regional and large libraries will offer a greater variety of services and larger collections than those available at the small and mini libraries.
- Libraries may include specialized spaces such as but not limited to computer labs, digital media labs, story rooms, study rooms, conference rooms, flex spaces and makers spaces.
- Libraries constructed by the District will be a minimum of 6,000 square feet and serve a population of at least 5,000 people.
- It is the preference of The District to own property and facilities, however library services may be provided in leased or donated space.
- The High Plains Library District will actively pursue co-location when such an opportunity is the most efficient and effective way to provide library service. Co-location occurs when library service is provided from a space in a facility in which other entities also have their own designated space.
- The District prefers to own the property and the facility that will be used for the co-located library, rather than being a tenant in a facility owned by another party.
- Co-location opportunities will be considered with retail outlets, community services, and organizations such as: community center, recreation center, senior center, health clinic, retail center, supermarket, or other locations where all segments of the community will frequently and willingly go.
- The District may provide library service via Outreach Services.
- Facilities and remodeling projects will meet, at a minimum, LEED Silver certification standards.
- As much as possible, the District will integrate future proofing and plan for the expected community growth

Site Selection Criteria

The following criteria, listed in alphabetical order, will be used by the Board of

Trustees to determine sites for locations:

- Accessibility: The site will be easily accessible by car, bicycle, public transportation, and on-foot. The site will provide for a high degree of personal safety for people entering and leaving the building, especially at night. Natural or man-made barriers should not impede access to the site.
- Acquisition cost: The cost to purchase or lease the site will be within the District's budget, and the price to be paid for the site should not exceed the fair market value of the site.

- Availability: The time required to acquire the site will not negatively impact the proposed project timeline.
- Community assessment: The site will be one that will be acceptable to the majority of the residents in the projected service area of the proposed location. Prior to the selection of a site for a library, the Board of Trustees will provide an opportunity for public comment about the proposed site.
- Construction/Site development cost: The site will enable the District to construct a branch without incurring significant additional costs to prepare the site for construction or to construct the location.
- Environmental issues: The site will enable the District to construct a library without incurring significant additional costs to mitigate prior soil contamination or other pre-existing environmental conditions such as poor drainage or unstable land formation. The site will not be located in a flood plain or on protected lands.
- Legal Matters: The site will enable the District to acquire the property and construct the library without incurring significant additional legal costs.
- Parking: The site will allow for adequate onsite parking for library users and library staff.
- Projected or current population: The site will consider how many people can be served within a reasonable distance from the proposed site.
- Size and shape of the property: The site will allow for the construction of an efficiently designed library. The site will allow for landscaping and required setbacks. The site will allow for expansion of the building and expansion of the parking lot.
- Traffic: The site will be close to the geographic and/or traffic center of the areas to be served. The site will consider both the positives and negatives of traffic. It should be near primary streets with the library located at the intersection if possible, and an area of high pedestrian traffic. But the nature of traffic should not be such as to discourage use of the library.
- Visibility: The site and the library will be visible from major streets or within the shared facility.

Current Facilities Guideline Chart

	Extra-Large	Large Branch	Medium	Small	Notes/Comments
			Branch	Branch	
Population	35,000+	15,000-35,000	8,000-15,000	5,000-8,000	Smaller
Served					Populations
					Served via
					Outreach
Service	62+	62+	62+	20+	
Hours Per					
Week					
Square	34,315+	11,538-34,314	4,373-11,537	1,000-4,372	
Footage					
Holdings	125,000+	80,000-	25,000-80,000	3,000-12,000	
		125,000			
Public	50+	30-49	10-29	4-10	Determined by
Computers					space and need
Possible	Courier, IT	Special	Special	Small Meeting	
Unique	and Outreach	Collection,	Collection,	Room, 24	
Features	Hub, Special	Large and	Small Meeting	Hour Option	

Collection,	Small Meeting	Rooms, 24	
Large Meeting	Rooms, 24	Hour Option	
Room and Flex	Hour Option		
Space, Board			
Room, 24			
Hour Option			

ASPIRATION

Strategy

Create programs and services that result in changed lives and a better community.

In accordance with the strategic plan, the District will shift from current program delivery methods to more skills based, multicultural and intergenerational programming. The District will partner with and bring in subject matter experts to aid with the shift and instruction. Doing so will help to build the community and make connections within and between groups as the diverse population continues to expand throughout the High Plains Library District Service area. This shift was in direct response to community input and feedback.

LITERACY

Strategy

Intensify our efforts in increasing the levels of literacy throughout the District.

As the District strives to build stronger community. We will focus on all types of literacy, conventional, cultural and digital. Being a place for civil discourse and crucial conversations.

UNITY

Strategy

Focus on building trust in District leadership, building leaders and increasing job satisfaction.

The District will continue to provide, collection, Information Technology PCC and Outreach support as requested and agreed upon through Intergovernmental Agreements with the Member Libraries. While working through this process, we encourage our Member Libraries and their Boards Governing Authorities to build and use similar service plan.

FINANCIAL STRENGTH

Strategy

An emphasis on economic and population forecasting and taking actions now to prepare for the future.

To maintain our financial strength, the District will work with the County Demographer and Assessors Office as well as financial advisors and consultants to project and prepare for the future. To make the proper projections we must document and understand our current and former financial position and make it possible. We will prepare and make available and encourage our Member Libraries to do the same:

CAFR or Audited Financials

- Quarterly Unaudited Financial Reports
- List of Library Trustees



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: August 17, 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):

- 09/09/2020 Regular Town Council Meeting (Wednesday)
- 09/14/2020 FY 2021 Preliminary Budget Work Session
- 09/21/2020 Regular Town Council Meeting
- 09/28/2020 FY 2021 Preliminary Budget Work Session
- 10/05/2020 Regular Town Council Meeting

Administration, Finance, & Planning

- *Liquor Licenses* Little House, Parry's Pizza and Huang Garden renewal licenses have been submitted to the State for approval.
- Agenda Software This meeting via Municode Agenda Software was used to create and publish the meeting agenda and packet.
- *Utility Accounts* A letter has been mailed to our customers whose utility accounts are significantly past due encouraging them to contact us to set up payment arrangements.
- 2019 Audit The auditors have provided us with a draft version of the audited trial balance and preliminary adjusting entries. The final version should follow shortly.
- Accounts Payable We are actively working to reduce paper invoice processing.
 Finance staff has researched and developed tools that will allow most of the AP process

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- to take place electronically which reduces payment processing time, reduces the possibility of lost invoices, and increases the accessibility of past invoices without compromising file security. We are reaching out to all of our current vendors requesting electronic invoicing when possible.
- Comprehensive Plan Update The Steering Committee will meet Tuesday, August 18 to continue work on content and framework for the Comprehensive Plan. We continue to seek community input on Values and Vision statements through August 29, with 334 responses since early July. Community Engagement for Phase I is complete and a summary is available on the Town's website: https://townofjohnstown.com/371.
- Development Audits Planning Staff has recently initiated a process of reviewing recently-completed or coming-to-a-close developments to ensure all the developer obligations are met. Staff reviews approved plans, constructions documents, and property records, as well as development agreements to create a list of obligations; we then perform site visits and other research and follow-up to ensure all the pieces are completed, as required. Most recently, Corbett Glen has been audited and we are actively working with the developer on full compliance with the approved plans and agreements. Staff intends to remain proactive on these as new developments are approved.
- High Plains Blvd IGA & ACP Town Staff has responded to several inquiries, as well as attended public 1-on-1 meetings on August 12 and 13 to discuss the High Plains Boulevard Study and Access Control Plan (ACP) proposed for adoption by IGA. For more detailed information: Weld Co HPB page.
- *Micro Grant Program* To date, the micro grant program has awarded 27 grants totaling over \$235,000 in benefits to our local businesses.

Public Works Department

Streets, Stormwater, & Parks

- *CR 50* County Road 50 continues to be closed as the new roundabout is finished on County Road 17. Connell Resources will return on the 28th of August to finish the last 200 feet and place pavement marking. The road will open when stripping is completed.
- Streets Grading continues on our dirt roads; County Roads 3, 20, 42, 44 and 46 were recently completed. County Road 3 is being graded twice a week due to the increased traffic from the Frontage Road closure. CDOT has offered to deliver three loads of gravel to us to help maintain the gravel road until the Frontage Road reopens. Pothole repairs were completed on County Roads 13 & 17. A trench that settled on Wood Duck in Pioneer Ridge was recently patched with crews placing 12 tons of asphalt. There are multiple locations in Pioneer Ridge with this problem and staff will continue to patch throughout the season. Clark Street in the Corbett Glen neighborhood was also patched with 5 tons of asphalt due to a utility trench settling. Signs ranging from warning and advisory signs to street name signs continue to be replaced throughout the Town.
- Open Space Mowing The open lot by YMCA was recently mowed by Staff in preparation for the YMCA grand opening event. Staff continues to mow the 40+ acres of open space around Town as well as the CDOT ROW on HWY 60. This area is an

- agreement with CDOT for maintenance. The banks at sewer lagoon were also mowed recently.
- Buildings The roof at Town Hall was repaired again. Damage to the roof was caused by freon leaking from the rooftop A/C unit which resulted in bubbles in the roof material under the unit.
- Cemetery/Parks —The Milliken based company, The Tree Guys, removed four large dead trees and thinned other trees throughout the cemetery. Staff had to remove and reset an old headstone that collapsed from a trench failure. It appears an old casket may be deteriorating; we will be watching this area for future signs of collapse. The installation of the columbarium foundation has begun. Ground Engineering was hired to take soil samples and is on standby to install the foundation and encompassing sidewalk. Park playgrounds continue to be disinfected three to five days per week with hospital grade disinfectant. Sprinkler heads continue to be damaged in our parks and vandalism has been a significant problem this summer.
- *I-25 Water Line* The twelve-inch water line project on the Frontage Road continues. The contractor has installed the water line to the railroad tracks and has started the bore under the track. Expected completion is at the end of August.

Water and Wastewater Plants

- Water Restrictions We are continuing to monitor water use in Town. Current trends show Town residents are making an effort to control their water usage. Staff does not recommend more water restrictions at this time and will continue to monitor the situation.
- Lone Tree Delivery of water to the treatment plant recently has been delivered through the ditch by-pass, which appears to be providing better water quality. The taste and odor issues appear to be maintained. We will continue using the Lone Tree Ditch when available, hopefully for the next 30 days.
- *North Tank* The PRV that operates the north tank was re-calibrated. This provides better cycling operations for Staff and use of the water from the tank.
- *Calibrations* All turbidity meters have been calibrated. These calibrations are important for monitoring and testing compliance with the State for water quality.
- Plant Maintenance New exhaust fans were installed in the DAF and filter buildings.
 New signs have been placed around all chemicals stations to allow Staff and outside personnel to view potential hazards and to prohibit the mixing of chemicals.
- Central Plant Mixer maintenance is complete. Staff had to fill the bases of the mixers so they sit level in the lagoons. The mixers are most efficient when level. Clean up in and around the plant continues. Over the last year, three 30-yard dumpsters of debris have been removed.
- Low Point A recent spike occurred at the Low Point Plant and thankfully Staff were able to keep numbers at a State acceptable level. We believe a contractor possibly dumped ground water from the Thompson River Ranch development. This spike caused some process issues for a day but has been resolved. Plant clean up continues with removal of debris ongoing.

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• Sewer Expansion – Aqua Engineering, our design engineer, continues with the sewer expansion design. The next meeting will discuss ideas and options for the next phase of design.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: Use of Town of Johnstown Senior Center

ACTION PROPOSED: Discussion and Guidance from Council Requested

ATTACHMENTS: None

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

The RE-5J School District is preparing to embark on the beginning of school starting August 24. For Elementary School, RE-5J is planning a hybrid approach that includes both in-class learning and virtual learning. Generally, the model will include on each day of the week; ½ day in class instruction and ½ day virtual instruction. Many families in our community will find this challenging to the extent of finding ways to accommodate the ½ day virtual instruction when spouses are working full-time and access to daycare is limited. The TRPR (at the MAC) and YMCA have both stepped up to the challenge of assisting RE-5J in helping to meet this need for the ½ day virtual learning. They will both be providing morning and an afternoon sessions for virtual learning. It is estimated that their facilities can accommodate 100 (MAC) and 150 (YMCA) students respectively for each session.

Clint Dudley, from TRPR contacted me last week to discuss the possibility of utilizing the Senior Center to ensure that as many elementary student needs could be met, assuming the current facilities proposed for use would not meet the need. This would increase their count for the number of students by potentially 60 more students per day (30 each session) while being adequately socially distanced. Mr. Dudley will also be in attendance at the meeting to facilitate answering of questions you may have related to this topic.

This is a new and active proposal we are currently entertaining. So much so, that this is presented to you for discussion and guidance considering Council will not meet again until September 9 for a regular meeting. Consequently, the details are currently very high level, but they include in the proposal that:

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- 1. TRPR would enter into an agreement with the Town that would permit them to operate in the Senior Center for the purposes of providing virtual learning to RE-5J elementary students for a predetermined time period.
- 2. The Town would require that a waiver is provided from parent(s) who are participating at this facility and these documents facilitated completion by TRPR.
- 3. Insurance would be provided by TRPR listing the Town as additionally insured.
- 4. Services by TRPR would operate Monday Friday and all custodial obligations would be the responsibility of TRPR.
- 5. Any permitting necessary would need to be secured by TRPR unless verification that an exemption exists for these purposes.
- 6. Any other terms the Council desires to see included into the agreement.

Staff is requesting guidance from Council regarding this proposal to help meet the needs of both our students, their families, and the community. If the Council is inclined, we would ask for their support for the Town Attorney and Manager to negotiate and execute an agreement that achieves this objective for the RE-5J School District.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

Regular services related to senior programming are not being provided at this time due to COVID-19. Consequently, the revenue associated with that programming has been impacted prior to consideration of making this accommodation.

RECCOMMENDED ACTION:

Guidance is requested related to entering into an agreement with TRPR to make our Senior Center available for virtual learning as part of RE-5J's hybrid school model during the pandemic.

Reviewed and Approved for Presentation,		
Town Manager		



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: Public Hearing – (First Reading) Ordinance No. 2020-182, an

Ordinance Amending Articles I, II, III, V And VI of Chapter 7 of the

Johnstown Municipal Code Concerning Nuisances

ACTION PROPOSED: Approve Ordinance No. 2020-182

ATTACHMENTS: 1. Ordinance No. 2020-182, an Ordinance Amending Articles I, II, III, V

And VI of Chapter 7 of the Johnstown Municipal Code Concerning

Nuisances

PRESENTED BY: Avi Rocklin, Town Attorney, and Brian Phillips, Chief of Police

AGENDA ITEM DESCRIPTION:

For consideration is Ordinance No. 2020-182, Ordinance Amending Articles I, II, III, V and VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances ("Ordinance"). 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.

The current nuisance provisions are somewhat dated and contemplate the involvement of the Town Council in the procedure. For example,

- Section 7.3, regarding the general declaration of nuisances, provides that: *In the event that any nuisance within or upon any private premises or grounds is not abated forthwith after the notice*... the Board of Trustees may declare the same to be a nuisance and order the Chief of Police to abate the same; and
- Section 7.43, regarding the accumulation of refuse, provides that: Whenever the Board of Trustees shall direct, the Town Clerk shall immediately thereafter notify any owner of property, his or her agent or any person having charge of such property, in writing, that an order has been made by the Board of Trustees requiring the removal of any accumulated refuse from such property or premises within thirty (30) days after service of notice. If such property owner, agent or person having charge of such property shall not remove such refuse in accordance with the requirement of such order, the Board of Trustees may order that such refuse be removed by the Town Clerk or other agent of the Board of Trustees and assess the cost thereof against the property or premises.

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The proposed revisions are intended to simplify the process. Among others, the proposed revisions contain the following terms:

- 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:

The Town Attorney drafted Ordinance No. 2020-182 with comments from Town Staff.

FINANCIAL ADVICE:

Not Applicable

RECCOMMENDED ACTION: Approve Ordinance No. 2020-182, Ordinance Amending Articles I, II, III, V And VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances.

SUGGESTED MOTION:

For Approval

I move to approve Ordinance No. 2020-182, Ordinance Amending Articles I, II, III, V And VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances on first reading.

For Denial

I move to deny approval of Ordinance No. 2020-182, Ordinance Amending Articles I, II, III, V And VI of Chapter 7 of the Johnstown Municipal Code Concerning Nuisances.

Reviewed and Approved for Presentation,		
Town Manager		

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.

<u>Section 3</u>. 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.

<u>Section 4.</u> 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.

<u>Section 5</u>. 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.

<u>Section 6.</u> 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.

<u>Section 7.</u> 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 A	APPROVED o	on first reading by the Town Council of the Town
of Johnstown, Colorado, this	day of	, 2020.
ATTEST:		TOWN OF JOHNSTOWN, COLORADO
By:		By:

VAL AND ADOPTED on second reading by the
Colorado, this day of,
TOWN OF JOHNSTOWN, COLORADO
Dru
By: Garv Lebsack, Mavor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 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,

City of Loveland, 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 and Alignment Map

4. Access Control Plan Memo

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, City of Loveland, 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

The Community That Cares

www.TownofJohnstown.com

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

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.

RECCOMMENDED 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, City of Loveland, 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, City of Loveland, Town of Mead, Larimer and Weld County.

Reviewed and Ap	pproved for Presentatio
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 CITY OF LOVELAND, 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 City of Loveland, the Town of Mead, Larimer County, and Weld County.

ROAD 9.5, LARIMER COUNTY ROAD 3, AND HIGH PLAINS BOULEVARD

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 Access Control Plan.
- 2. <u>POLICY COMMITTEE</u>: 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. <u>POLICE POWER</u>: 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. <u>AUTHORIZATION</u>: 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. <u>SEVERABILITY</u>: 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. <u>GOVERNMENTAL IMMUNITY</u>: 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. <u>ENTIRE AGREEMENT</u>: 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. <u>MODIFICATION AND BREACH</u>: 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

rsigned 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 nere	eto nave signed this Agreement this day
, 2020.	
ATTEST:	COUNTY OF WELD, a political subdivision of the State of Colorado
By:	Mike Freeman, Chair Board of County Commissioners of the County

IN WITNESS WHEREOF, the parties hereto	have signed this Agreement this day	O
, 2020.		
ATTEST:	COUNTY OF LARIMER, a political	
Larimer County Clerk to the Board	subdivision of the State of Colorado	
By:	Ву:	
Deputy Clerk to the Board	Steve Johnson, Chair	
	Board of County Commissioners	
	of the County of Larimer	

ltom	#10.
пен	#10.

IN WITNESS WHEREOF, the parties here	eto have signed this Agreement this day of
, 2020.	
ATTEST:	TOWN OF BERTHOUD, COLORADO
By:	By:

ltom	#10.
пен	#10.

, 2020.	reto have signed this Agreement this day o
ATTEST:	TOWN OF JOHNSTOWN, COLORADO
By: Diana Seele, Town Clerk	By: Gary Lebsack, Mayor

ltom	#10.
пен	#10.

IN WITNESS WHEREOF, the parties hereto h. 2020.	ave signed this Agreement this day of
ATTEST:	CITY OF LOVELAND, COLORADO
By:	By:

Item	#10
пет	#10.

IN WITNESS WHEREOF, the parties hereto na	ave signed this Agreement this day of
, 2020.	
ATTEST:	TOWN OF MEAD, COLORADO
By:	By:



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



Figure 3. Pathways created from illegal movements

- 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.



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.

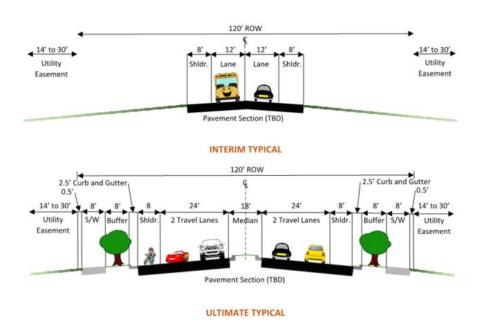


Figure 5. IPA typical section as identified and agreed by the IPA TAC

- 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.

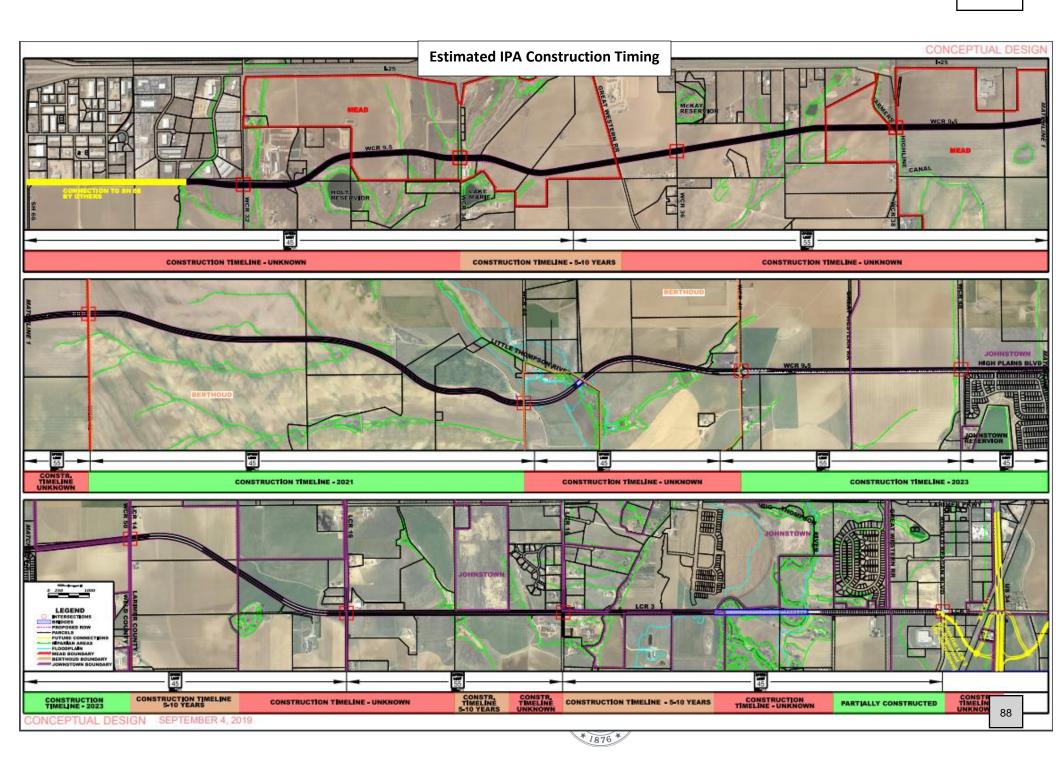
Considering the assessments presented and the recommendations outlined within this memo, the I-25 and IPA teams believe this is a reasonable and necessary vision and approach to better the NCTN.

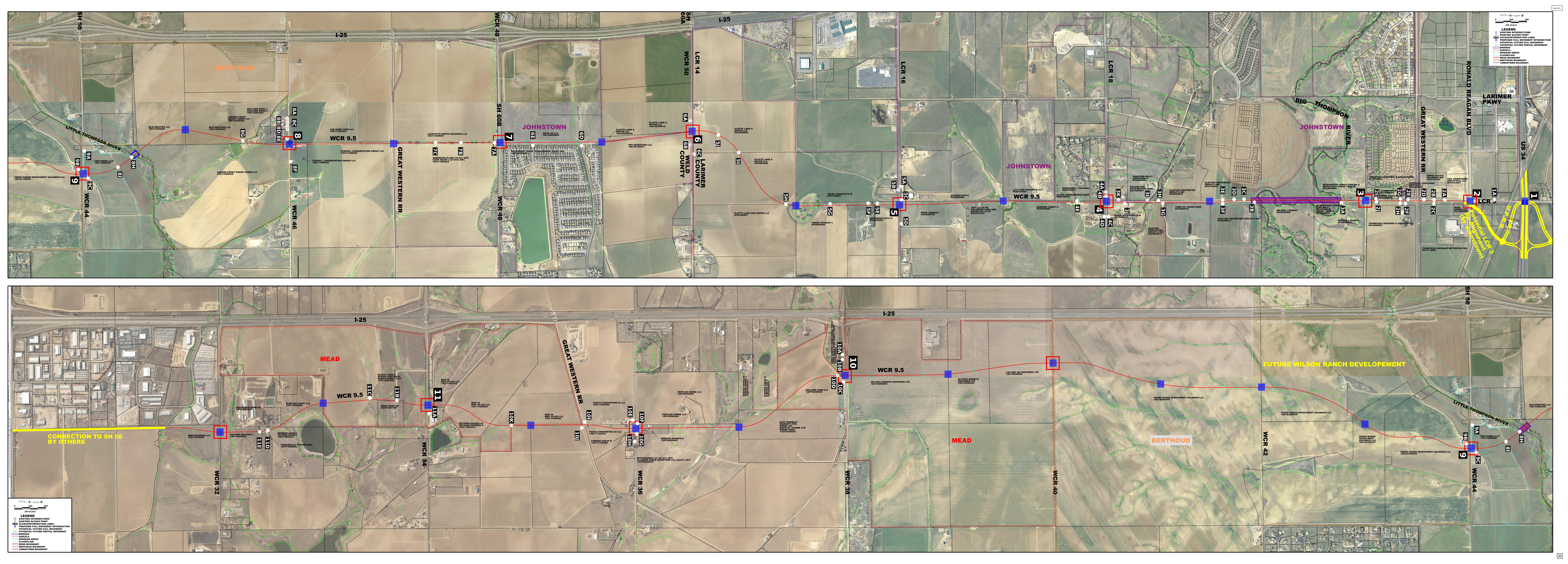
Attachments:

- Estimated Construction of IPA
- Access graphic

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











DATE: April 6, 2020

TO: Technical Advisory Committee (TAC) of I-25 Parallel Arterial Study

FROM: Michael Baker International (MBI)

SUBJECT: Access Control Plan for I-25 Parallel Arterial Study

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 North IPA (a major arterial roadway) unless one of the following are met:

- 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:

165 S Union Blvd., #1000 | Lakewood, CO 80228 Office: 720-514-1125 | Fax: 720.479.3180

- 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 North IPA, 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 North IPA at major intersections

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

Table 2 – Turn bay and taper lengths for major side streets intersecting North IPA

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



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

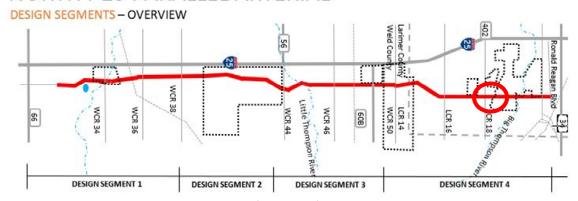


Figure 1 - Project Map

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 revaluated 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





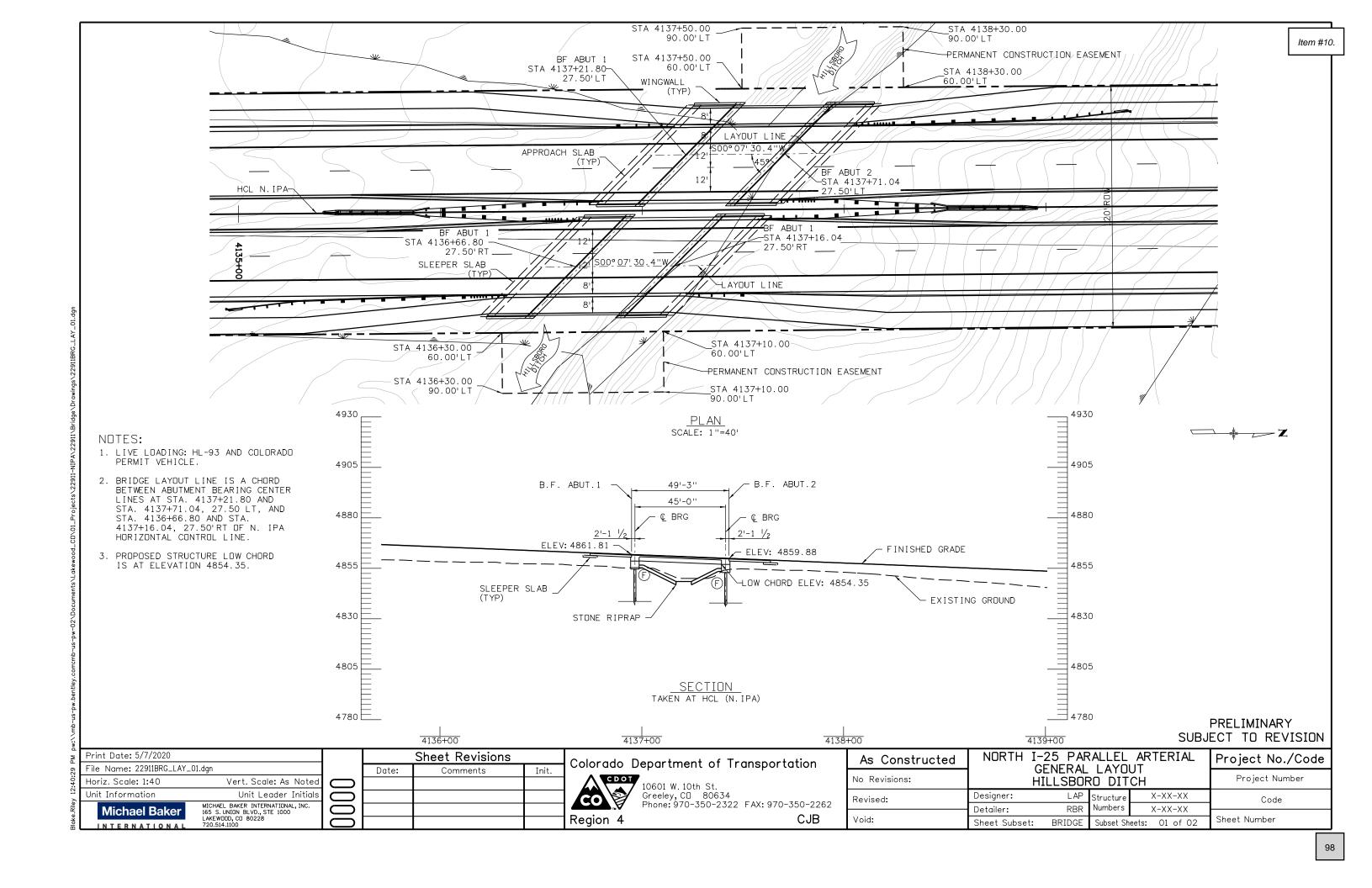
will provide more waterway opening than the existing structure and will not require any additional analysis.

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.

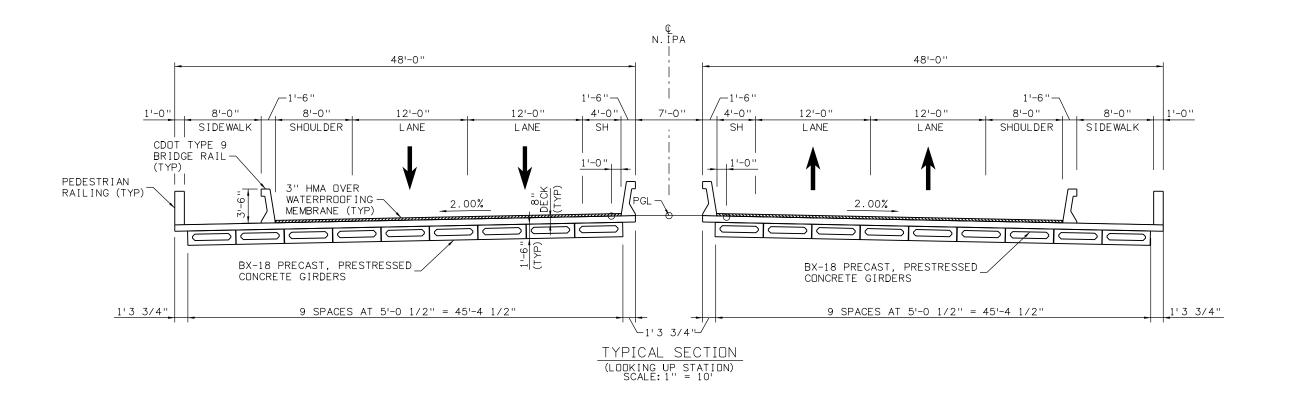
Conclusion and Recommendation

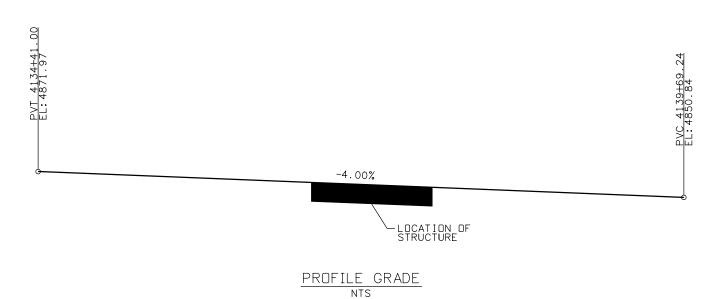
Based upon information contained within this memorandum, the project team recommends constructing two new structures separating the northbound and southbound traffic of North IPA to replace the existing structure over Hillsboro Ditch. See the attached General Plan and Elevation sheets for additional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





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NORTH I-25 PARALLEL ARTERIAL TYPICAL SECTION Print Date: 5/7/2020 Sheet Revisions Project No./Code As Constructed Colorado Department of Transportation File Name: 22911BRG_TYP_01.dgn Date: Comments Init. Project Number No Revisions: HILLSBORO DITCH BRIDGE Horiz. Scale: 1:10 Vert. Scale: As Noted 10601 W. 10th St. Greeley, CD 80634 Phone: 970-350-2322 FAX: 970-350-2262 Unit Information Unit Leader Initials Designer: X-XX-XXMICHAEL BAKER INTERNATIONAL, INC. 165 S. UNION BLVD., STE 1000 LAKEWOOD, CO 80228 720.514.1100 Structure CO Revised: Code Numbers RBR X-XX-XXDetailer: **Michael Baker** CJB Region 4 Void: Sheet Number Sheet Subset: BRIDGE Subset Sheets: 02 of 02 INTERNATIONA

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: An Agreement between the Town of Johnstown and the Johnstown

Downtown Development Association

ACTION PROPOSED: Consider Approval between the Town of Johnstown and the

Johnstown Downtown Development Association

ATTACHMENTS: 1. Agreement between the Town of Johnstown and the Johnstown

Downtown Development Association

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an agreement between the Town of Johnstown and the Johnstown Downtown Development Association. The Council may recall, in February 2020, the Johnstown Downtown Development Association (JDDA) presented a request to the Town Council to consider financial support for the JDDA. The Council at the time was supportive of providing this financial support, especially in lieu of the fact that the Johnstown-Milliken Chamber of Commerce had dissolved and was no longer active and existing. At the time of the Council's support, the JDDA was not a formally established entity and the Town could not enter into an agreement at that time due to the fact that an individual would have to sign the agreement being individually and legally obligated for any deliverables or outcomes or financial components. Since the Town Council was presented with this request, the JDDA has formally incorporated and are now prepared to enter into a formal agreement for the balance of the 2020 fiscal year. The proposed contribution to the JDDA for FY 2020 is \$10,000.

The agreement presented has been reviewed and negotiated between the two parties and both are prepared to execute it. As part of this agreement, the JDDA will also be in attendance at the August 17, 2020 this evening to present their successes thus far during the 2020 calendar year. The Downtown provides a significate benefit to our community and accordingly, is recommended that the agreement between the Town and the JDDA be approved to support this benefit.

The Community That Cares

www.TownofJohnstown.com

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

LEGAL ADVICE:

The agreement provided was drafted by the Town Attorney.

FINANCIAL ADVICE:

Ten thousand dollars would be allocated towards this agreement which are budgeted in FY 2020.

RECCOMMENDED ACTION:

Approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

For Approval

I move to approve the agreement concerning Economic Development between the Town of Johnstown and the Johnstown Downtown Development Association.

For Denial

I move we deny the agreement concerning Economic Development between the Town of Johnstown and the Johnstown Downtown Development Association.

Reviewed and App	proved for Presentation,
 Town Manager	

AGREEMENT CONCERNING ECONOMIC DEVELOPMENT BETWEEN THE TOWN OF JOHNSTOWN AND THE JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION

This Agreement Concerning Economic Development ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date"), by and between the Town of Johnstown, a Colorado home rule municipal corporation ("Town"), and the Johnstown Downtown Development Association, a Colorado non-profit corporation ("JDDA") (each individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the JDDA is a volunteer-based, non-profit organization composed of representatives from the Town's downtown businesses and organizations; and

WHEREAS, the JDDA desires to revitalize the Town's downtown and position the downtown area as the focal point of the Town by, among other avenues, showcasing the downtown's unique architectural and historical characteristics, encouraging downtown businesses to market cooperatively and supporting and establishing new and existing downtown public events; and

WHEREAS, to further its stated goals and promote economic vitality, the JDDA has requested that the Town provide financial support; and

WHEREAS, the Town Council budgeted and appropriated funds for economic development in the Town's 2020 budget and anticipates budgeting and appropriating funds for economic development in subsequent budgets; and

WHEREAS, the Town Council desires to use a portion of economic development funds to support the JDDA and, assuming funds are budgeted and appropriated in future years and based on the conditions set forth in this Agreement, desires to continue supporting the JDDA; and

WHEREAS, the Town Council finds, determines and declares that supporting the JDDA will promote the public interest, protect and preserve economic development and sustainability and provide substantial public benefits; and

WHEREAS, the Town Council further finds, determines and declares that supporting the JDDA will provide a public benefit and further a public purpose within the meaning of Article 11, Section 2 of the Colorado Constitution; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

- 1. <u>Recitals</u>. The Recitals are incorporated into this Agreement as if fully set forth herein.
- 2. <u>Services</u>. Among other activities beneficial to the downtown specifically and the Town as a whole, the JDDA hereby agrees to: (i) implement its strategic plan and goals to revitalize the Town's historic downtown; (ii) undertake activities to position the downtown as the focal point of the Town; (iii) establish and promote events for public participation in the downtown; and (iv) endeavor to create employment opportunities in the downtown ("Services").
- 3. <u>Financial Support</u>. In consideration of the Services, the Town agrees to provide financial support to the JDDA on an annual basis. For the 2020 calendar year, the Town agrees to provide support in the amount of \$10,000.00. For subsequent years, the amount of the annual support shall be determined by Town Council after receipt of the annual report referenced in Paragraph 4 of this Agreement, and memorialized in a supplement to this Agreement, the form of which is attached hereto and incorporated herein by reference as <u>Exhibit A</u> ("Annual Financial Support Agreement").

4. Annual Report.

- a. Written Report. On or before March 1 of each calendar year that this Agreement is in effect, the JDDA shall provide a written report to the Town. The report shall include, at a minimum;
- 1. An accounting of the previous year's expenditures and a budget for the current year;
- 2. A summary and analysis of the specific steps taken to implement the JDDA's strategic plans and goals, revitalize the downtown and perform the Services;
- 3. A summary and analysis of the public events that the JDDA sponsored or supported during the previous year and of the public events that the JDDA intends to sponsor or support during the current year;
- 4. A summary of the downtown businesses that received direct assistance from the JDDA and of the prospective businesses with whom the JDDA discussed relocating or opening in the downtown area; and
- 5. If available, data that measures the JDDA's success in revitalizing the downtown, promoting economic development and fostering employment opportunities
- b. Oral Presentation. After submission of the written report, Town staff shall schedule a time during a regular Town Council meeting for the JDDA to make an oral presentation to Town Council.

- c. Annual Award. Without limiting Town Council's discretion, Town Council anticipates determining the amount of the Town's annual financial support to the JDDA after receipt of the written report and oral presentation and thereafter direct the execution of the Annual Financial Support Agreement.
- 5. <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, by providing the other Party with fifteen (15) days written notice.
- 6. <u>Notice</u>. All notices permitted or required under this Agreement shall be given to the respective Party at the following address, or at such other address as the respective Party may provide in writing for this purpose:

JDDA

The Johnstown Downtown Development Association Attn: President 39 S Parish Ave., Suite 120 Johnstown, CO 80534 Email: ______

TOWN OF JOHNSTOWN

Town of Johnstown Attn: Town Manager P.O. Box 609 Johnstown, CO 80534

Email: mlecerf@townofjohnstown.com

Such notice shall be deemed given when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. In the alternative, notice may be provided by electronic mail communication on the condition that the recipient acknowledges receipt of the electronic mail

- 7. <u>Non-Appropriation</u>. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.
- 8. <u>Amendments</u>. Any alternations, variations, modifications or waivers of provisions of the Agreement, unless specifically authorized in this Agreement, shall be valid only when reduced to writing and duly signed and approved by authorized representatives of both Parties.

- 9. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral.
- 10. <u>Waiver</u>. No waiver of any term, condition or default of this Agreement shall be deemed a continuing waiver of the same or other term, condition or default.
- 11. <u>Assignment</u>. The JDDA shall not assign or transfer its interest in this Agreement or any part thereof without the prior written consent of the Town. Any such assignment shall, in the discretion of the Town, immediately void this Agreement.
- 12. <u>No Third-Party Beneficiaries; Responsibility for Services</u>. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement. The Parties understand, recognize and agree that the JDDA assumes full responsibility for its acts and omissions and for the performance of the Services and that the Town is no way responsible or liable for the acts or omissions of the JDDA.
- 13. <u>Authority to Execute Agreement</u>. The Town and JDDA each warrant that the individual signing this Agreement on its respective behalf has the legal power, right and authority to enter into this Agreement so as to bind the respective Party for whom they sign to the terms of this Agreement.
- 14. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.
- 15. <u>Headings</u>. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures below.

By	:	
•		_, President
	STATE OF COLORAD	OO)
	COUNTY OF WELD) ss)

SUBSCRIBED AND SWORN to	o before me this	day of	, 2020, by
as t	the President of the	Johnstown Downtown	Development
Association.			•
WITNESS my hand and offici	ial seal.		
My commission expires:			
	Notany I	Dukli o	
	Notary I	Public	
TOWN OF JOHNSTOWN, COLORA	ADO		
By:			
Gary Lebsack, Mayor			
ATTEST:			
By:			
Diana Seele, Town Clerk			

EXHIBIT A FORM OF AGREEMENT

ANNUAL FINANCIAL SUPPORT AGREEMENT FOR THE ____ CALENDAR YEAR

This Annual Financial Support Agreement for the Calendar Year supplies incorporated into the Agreement Concerning Economic Development between the Johnstown, a Colorado home rule municipal corporation ("Town"), and the Johnstown	he Town of
Downtown Development Association, a Colorado non-profit corporation ("JDDA"	
1. <u>Annual Report</u> . Pursuant to Paragraph 4 of the Agreement, on or at 20, the JDDA provided its annual written report to the Town and, on, 20 before Town Council to present the report.	
2. <u>Annual Financial Support</u> . Based upon the annual report and the JI continued commitment to provide the Services referenced in the Agreement, and for set forth in the Agreement, the Town agrees to provide financial support to the JDI amount of \$ for the calendar year.	or the reasons
3. <u>Validity of Agreement</u> . Except as modified herein, the Agreement full force and effect.	shall remain ir
Dated:, 20	
Town of Johnstown	
Ву:	
Matt LeCerf, Town Manag	
Accepted and agreed to by the Johnstown Downtown Development Association.	
By:	
, President	



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: A 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

ACTION PROPOSED: Consider the Resolution Authorizing a Loan from the General

Fund to the Sewer Activity Enterprise

ATTACHMENTS: 1. Resolution 2020-24

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Resolution that will authorize a loan from the General Fund to the Sewer Fund. The purpose is for the expansion of sanitary sewer service to accommodate future growth in the Town, specifically for properties adjacent to the Highway 60 corridor. These funds will be used for Phase I of the sanitary sewer expansion project that was presented to Council in July 2019 and subsequently a portion of this project was approved in the FY 2020 budget. The total budget amount for FY 2020 was approved at \$10 million.

You will note the resolution is only for a loan in the amount of \$9.5 million, just short of the budgeted amount. This is because the remaining balance will be in a form of a payment for the sanitary sewer connection for the Recreation Center recently constructed and completed. The loan terms include repayment by December 31, 2030 and will be charged at a 1% interest rate which is not compounding.

Final design and construction for the Phase I of the sanitary sewer project are expected sometime in October and will be presented to Council for consideration to begin construction.

LEGAL ADVICE:

The Resolution was drafted by the Town Attorney.

The Community That Cares

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

FINANCIAL ADVICE:

Funds have been budgeted for this loan and the Sewer Fund will be obligated to repay this debt.

RECCOMMENDED ACTION:

Approve Resolution 2020-24 as presented authorizing the loan from the General Fund to the Sanitary Sewer Fund.

For Approval

I move 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.

For Denial

I move we 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.

Reviewed and Appro	oved for Presentation,
Town Manager	

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 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

- **WHEREAS**, the Town of Johnstown, Colorado (the "Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and
- **WHEREAS**, the Town of Johnstown, Colorado, Sewer Activity Enterprise (the "Sewer Activity Enterprise"), is a duly created enterprise, as that term is defined in Article X, Section 20 of the Colorado Constitution; and
- **WHEREAS**, Town Council is vested with the authority to administer the affairs of the Town and the Sewer Activity Enterprise; and
- **WHEREAS**, the Sewer Activity Enterprise seeks funding to assist in the financing of significant infrastructure improvements in the Town, including the construction and installation of a sewer main line to run generally along State Highway 60, and the expansion of the Low Point Wastewater Treatment Plant; and
- **WHEREAS**, the Town of Johnstown General Fund has available resources to loan the funds to the Sewer Activity Enterprise; and
- **WHEREAS**, based upon information reasonably known and available, the Sewer Activity Enterprise will have lawfully available revenue funds to repay the loan within ten (10) years; and
- **WHEREAS**, to provide the funding, Town Council desires to make a loan from the Town of Johnstown General Fund to the Sewer Activity Enterprise in the amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00); and
- **WHEREAS**, the loan to the Sewer Activity Enterprise shall accrue non-compounding interest in the amount of one percent (1%), which is deemed to be a reasonable interest rate; and
- **WHEREAS**, Town Council finds, determines and declares that adoption of this Resolution is in the best interests of the citizens of the Town.
- NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, ACTING AS THE GOVERNING BODY OF THE TOWN OF JOHNSTOWN AND OF THE TOWN OF JOHNSTOWN SEWER ACTIVITY ENTERPRISE, THAT:
- <u>Section 1</u>. <u>Loan</u>. Town Council hereby approves a loan from the Town of Johnstown General Fund to the Sewer Activity Enterprise in the amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00). The loan shall accrue non-compounding interest in the

amount of one percent (1%). The Sewer Activity Enterprise shall repay the loan from lawfully available funds. Unless otherwise extended by subsequent action of Town Council, the loan shall be paid in full by December 31, 2030.

<u>Section 2</u>. <u>Promissory Note</u>. The loan shall be evidenced and shall be in accordance with the terms of the Promissory Note attached hereto and incorporated herein by reference as <u>Exhibit A</u>. The Mayor and Town Clerk are hereby authorized to execute the Promissory Note.

<u>Section 3.</u> Appropriation. The obligation for payment of the Promissory Note shall be subject to the appropriation of funds by Town Council.

PASSED, SIGNED, APPROVED,	, AND ADOPTED this day of August, 2020.
ATTEST:	TOWN OF JOHNSTOWN, COLORADO
By:	By:

TOWN OF JOHNSTOWN SEWER ACTIVITY ENTERPRISE PROMISSORY NOTE

\$9,500,000	August, 2010
FOR VALUE RECEIVED, the undersigned Enterprise ("Maker"), promises to pay to the Tow 450 S. Parish Avenue, Johnstown, Colorado 8053 Hundred Thousand Dollars and No/100 (\$9,500,0 unpaid balance at the rate of one percent (1%). State 31, 2030.	34, the principal sum of Nine Million Five 000.00) with non-compounding interest on the
Maker may prepay this Note to Holder at a part, without restriction or penalty. Any partial paramount outstanding and shall not postpone the du	
Maker hereby waives presentment, notice any extension of time of payment and partial payr	of dishonor and protest, and hereby agrees to ments before, at or after maturity.
All payments shall be paid from revenues Activity Enterprise and be lawfully available for i	received by the Town of Johnstown Sewer repayment.
The obligation for payment set forth in thi funds for such payment by the Town Council of t	s Note shall be subject to the appropriation of he Town of Johnstown.
This Note shall be governed by and constr Colorado.	rued in accordance with the laws of the State of
ATTEST:	TOWN OF JOHNSTOWN SEWER ACTIVITY ENTERPRISE
Diana Seele, Town Clerk	Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 17, 2020

SUBJECT: 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

ACTION PROPOSED: Consider the Resolution Authorizing Payment for the Sewer Tap

Fee and Regional Sewer Fee for the Johnstown Community

Recreation Center

ATTACHMENTS: 1. Resolution 2020-25

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Resolution that 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. The tap fee is a cost of \$25,000 and the regional sewer fee is \$475,000. The regional sewer fee is derived from the planned improvements for expansion of the sanitary sewer system the Town is moving forward on to accommodate future growth along the Highway 60 corridor. As part of these improvements, the current estimate is roughly \$65 million and it is currently recommended and discussed with Council that an additional fee be implemented to recover the costs of these expansions from the new growth in this area. Based on projected development and to recover the costs that would normally be incurred by development paying its own way, the regional sewer fee proposed to be set by ordinance is estimated to be \$9,500 for a single-family dwelling. The number of single-family equivalents for the Johnstown Community Recreation Center is 50 SFE's. Accordingly, the formula for this cost is as shown below:

• 50 SFE's X \$9,500 = \$475,000

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www.TownofJohnstown.com P: 970.587.4664 | 450 S. Parish Ave. Johnstown CO | F: 970.587.0141 This payment for the fee ensures accountability for the Town and other developments as they move forward to permitting. Recent developments who will benefit from this sanitary sewer expansion project have committed to payment of this fee amount. Overall, the development community has been accepting of the proposed fee as an alternative to having to expend millions toward the overall sewer expansion project on their own. Phase I of this expansion project is expected to begin soon to meet future growth and sanitary sewer demands on the system.

LEGAL ADVICE:

The Resolution was drafted by the Town Attorney.

FINANCIAL ADVICE:

Funds have been budgeted for this loan and the Sewer Fund will be obligated to repay this debt.

RECCOMMENDED ACTION:

Approve Resolution 2020-24 as presented authorizing the loan from the General Fund to the Sanitary Sewer Fund.

For Approval

I move 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.

For Denial

I move we 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.

Reviewed and Ap	pproved for Presentation
Town Manager	

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2020-25

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

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

WHEREAS, the Town of Johnstown, Colorado, Sewer Activity Enterprise (the "Sewer Activity Enterprise"), is a duly created enterprise, as that term is defined in Article X, Section 20 of the Colorado Constitution; and

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

WHEREAS, the Town recently completed construction of the community recreation center, operating as the Johnstown Community YMCA; and

WHEREAS, as part of the construction costs, the Town seeks to pay the sewer tap fee associated with the Johnstown Community YMCA from the Town of Johnstown General Fund to the Sewer Activity Enterprise in the amount of Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, to fund a regional sewer main line in the area generally located east of U.S. Interstate 25 along or near State Highway 60 to the Central Wastewater Treatment Plant, based on the Town's 2011 Wastewater Master Plan prepare by Farnsworth Group, Inc., a Illinois corporation, and a system-wide study and evaluation of the region's sanitary sewer system conducted by IMEG Corporation, a Delaware corporation, Town Council intends to adopt a regional sewer fee in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00) per single family equivalent ("SFE"); and

WHEREAS, Town staff has indicated that the Johnstown Community YMCA accounts for fifty (50) SFEs; and

WHEREAS, the Town seeks to pay funds to account for the anticipated regional sewer costs associated with, among other areas, the Johnstown Community YMCA, to be subsequently reflected in a legislatively adopted regional sewer fee, from the Town of Johnstown General Fund to the Sewer Activity Enterprise in the amount of Four Hundred Seventy Five Thousand Dollars (\$475,000.00); and

WHEREAS, Town Council finds, determines and declares that adoption of this Resolution is in the best interests of the citizens of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, ACTING AS THE GOVERNING BODY OF THE TOWN OF JOHNSTOWN AND OF THE TOWN OF JOHNSTOWN SEWER ACTIVITY ENTERPRISE, THAT:

<u>Section 1</u>. Payment. To account for the sewer tap fee and the anticipated regional sewer fee associated with the Johnstown Community YMCA, Town Council hereby approves a payment from the Town of Johnstown General Fund to the Sewer Activity Enterprise in the amount of Five Hundred Thousand Dollars (\$500,000.00). If Town Council does not adopt a regional sewer fee within three years of the date of this Resolution in furtherance of the anticipated regional sewer improvements described herein, the Sewer Activity Enterprise shall be obligated, and hereby recognizes the obligation, to repay the funds to the Town of Johnstown General Fund.

<u>Section 2.</u> <u>Appropriation</u>. The obligation for the payment shall be subject to the appropriation of funds by Town Council.

PASSED, SIGNED, APPROVED, AND ADOPTED this day of August, 2020.	
ATTEST:	TOWN OF JOHNSTOWN, COLORADO
By: Diana Seele, Town Clerk	By: Gary Lebsack, Mayor



Town of Johnstown

MEMORANDUM

TO: Town Council

FROM: Kim Meyer, Director of Planning & Development

DATE: August 17, 2020

SUBJECT: Weld County – Update to Comprehensive Plan (Draft)

ATTACHMENTS: 1) Weld County Comprehensive Plan Summary & Draft

2) Weld County DRAFT Future Development Map

Weld County is in the process of updating their Comprehensive Plan, which is adopted as part of their county code. Draft copies and maps, as well as options to provide public comment are available at: https://www.weldgov.com/departments/planning_and_zoning/long-range_planning

The draft Future Development Plan Map reflects a significant shift for the County. The proposed map starts to take into account a continuum of development intensity, with high value transportation corridors and intersections being identified as "Opportunity Zones," and a feathering of development intensity from municipal limits to rural areas. No specific land uses are called out, but instead the county would evaluate the appropriate density/intensity of use for an area based on proximity to urban areas – a quick primer based on Staff's understanding; see the map for the County's labels:

- Gray within Municipal Boundaries
- Red $-\frac{1}{4}$ mile, a strong preference to annex to adjacent jurisdiction if possible
- Orange 1 mile, more urban level intensities appropriate, encourage annexation
- Yellow 1-3 miles, may be eligible to annex but municipal services may not be viable
- Light Green non-urban level development
- Green rural/ag

Town Staff has had discussions with County planning staff and provided informal feedback, and intends to prepare a formal response indicating support of the proposed Comp Plan and proposed Future Development Plan the first week of September. Please forward any feedback or questions you may have.

This Draft is proposed for hearing with the Weld County Planning & Zoning Commission on September 15th, and BOCC hearings on September 30th, October 19th and November 9th.

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www.TownofJohnstown.com P: 970.587.4664 | 450 S. Parish Ave. Johnstown CO | F: 970.587.0141 Sec. 22-1-110. - Relationship to planning documents.

- A. The Comprehensive Plan identifies guiding principles, goals, and objectives to provide direction for land use decisions. The documents used by the County to carry out the Goals and Objectives of the Comprehensive Plan are contained in Chapters 19, 21, 23, 24, and 27 of this Code. Article III of Chapter 2, Administration, contains regulations relating to planing and zoning as well. In the event of any conflict between the Comprehensive Plan and any land use regulations set forth in this Code, the land use regulations, including, but not limited to those for zoning and subdivision, take priority.
- B. Chapter 19 contains Coordinated Planning Agreements between the County and various municipalities.
- C. Chapter 21 regulates areas and activities of state interest in unincorporated Weld County.
- D. Chapter 23 contains the Zoning Ordinance, which defines land use application procedures and responsibilities, standards, and regulations pertaining to zone districts and overlay districts, nonconforming uses, enforcement, vesting of rights, and the Board of Adjustment.
- E. Chapter 24 contains the Subdivision Ordinance used to regulate subdivision development and contains the procedures for subdividing a parcel of land and design standards for facilities, utilities, and other improvements.
- F. Chapter 27 provides a site-specific subdivision mechanism, Planned Unit Development, used to provide for creativity and which can be used to allow uses from multiple zone districts.
- G. The Weld County Transportation Plan is adopted in Chapter 8 of the Weld County Code.

Sec. 22-1-120. - Reserved.

Sec. 22-1-130. - Plan components.

Article II contains the Principles, Goals, and Objectives of the Comprehensive Plan. The Goals are desired ambitions and results to be pursued diligently by the County. Each Goal contains one or more Objectives, which are more specific than the Goals and help clarify the Goal's intent.

Sec. 22-1-140. - Planning process.

The official kickoff for the 2020 Comprehensive Plan update was the Annual Farm Show at Island Grove in Greeley on January 28, 29, and 30. Not long after that, the novel coronavirus outbreak reached the United States and public meetings were postponed.

The Board of County Commissioners met with staff every two weeks to review the old Comprehensive Plan and draft a new Comprehensive Plan. One goal of this update was to reduce the length of the Comprehensive Plan to make it more readable and usable. For this reason, the strategies were eliminated from the body of the Comprehensive Plan. Instead the Planning Department will maintain a separate Strategic Plan for implementing the Comprehensive Plan that will be updated at least annually.

The Guiding Principles were consolidated to four and moved from the middle of Article I to the beginning of Article II.

The Goals were simplified to 10 overarching aims further clarified by 37 objectives.

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Sec. 22-1-150. - Comprehensive Plan amendment procedure.

- A. Adoption of the Comprehensive Plan as contained in this Chapter 22 of the Weld County Code is a legislative process of the Board of County Commissioners. Any member of the Board may propose an ordinance to update, amend, or revise this Chapter in accordance with Section 3-14 of the Home Rule Charter. Any person may propose amending or revising this Chapter by contacting any member of the Board.
- B. Prior to adopting an ordinance on final reading to revise or amend this Chapter, the proposed change shall be considered by the Planning Commission following a public hearing on the matter. The Planning Commission shall vote on a resolution adopting the amendment and the secretary to the Planning Commission shall forward the resolution, if adopted, to the Board on County Commissioners.
- C. The Department of Planning Services shall notify any municipality with a cooperative planning agreement in Chapter 19 of the Weld County Code at least ten (10) days prior to the Planning Commission hearing. Notice of the proposed ordinance shall also be posted on the County website and in accordance with notice requirements for ordinances. The Board may direct the Director of Planning Services to issue a press release regarding the proposed change(s).
- D. The Board of County Commissioners shall consider the resolution of the Planning Commission, the recommendations of the Department of Planning Services, and any comments received from municipalities and the public prior to adopting an ordinance to amend this chapter. The Board shall take public testimony prior to each of the second and third readings of the ordinance.
- E. The Board of County Commissioners and Planning Commission shall review the entire Comprehensive Plan as changing demographics and policies warrant. The Board may direct the Planning Commission, an ad hoc appointed committee, and/or the Department of Planning Services to conduct the review and report its findings to the Board.

ARTICLE II - Principles, Goals, and Objectives

Sec. 22-2-10. - Guiding Principles.

The following Guiding Principles are the foundation for land use policy in the County. All of the Goals and Objectives within the Weld County Comprehensive Plan are adopted with the intent that they are consistent with the Guiding Principles.

- A. Respecting Our Agricultural Heritage. Weld County has an agricultural heritage built upon the hard work of pioneers and farmers on traditional family farms. Weld County is now one of the most economically productive agricultural counties in the nation. The Weld County Right to Farm Statement and the goals and objectives in this Plan support the importance of agriculture in the County.
- B. Respecting Private Property Rights. One of the basic principles upon which the United States was founded is the right of citizens to own and utilize property so long as that use complies with local regulations and does not interfere with or infringe upon the rights of others.
- C. Promoting Economic Growth and Stability. Land use policies have a significant impact on economic conditions in the County and should be structured to encourage economic prosperity. To ensure the continued strength of Weld County's economy, land use processes and decisions based on this plan shall be consistent and promote fiscally responsible growth.
- D. Protecting Health, Safety, and General Welfare. Land use regulations and policies will protect and enhance the health, safety, and general welfare of the citizens of Weld County.

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Sec. 22-2-20. - Goals and objectives.

The goals of this Comprehensive Plan should be continuously pursued and implemented in County regulations and procedure. They are directions for elected and appointed officials and staff to consider when making land use decisions. The goals are divided into categories of Land Use Goals, Economic Development Goals, Environmental Goals, and Natural Resource Goals. Each goal is followed by objectives that help define and clarify the intent of the goal.

Sec. 22-2-30. - Land use goals and objectives.

- A. Commit to the economic future of agriculture.
 - 1. Land use changes shall not inhibit agricultural production nor operations.
 - 2. Limit the density and intensity of development to maintain agricultural areas.
 - 3. Respect agricultural practices regarding water resources.
 - 4. Farming or ranching operations are not considered a nuisance as long as they employ common or reasonable agricultural practices.
 - a. Weld County Right-to-Farm Statement:

Weld County is one of the most productive agricultural counties in the United States, typically ranking in the top ten counties in the country in total market value of agricultural products sold. The rural areas of Weld County may be open and spacious, but they are intensively used for agriculture. Persons moving into a rural area must recognize and accept there are drawbacks, including conflicts with long-standing agricultural practices and a lower level of services than in town. Along with the drawbacks come the incentives which attract urban dwellers to relocate to rural areas: open views, spaciousness, wildlife, lack of city noise and congestion, and the rural atmosphere and way of life. Without neighboring farms, those features which attract urban dwellers to rural Weld County would quickly be gone forever.

Agricultural users of the land should not be expected to change their long-established agricultural practices to accommodate the intrusions of urban users into a rural area. Well-run agricultural activities will generate offsite impacts, including noise from tractors and equipment; slow-moving farm vehicles on rural roads; dust from animal pens, field work, harvest, and gravel roads; odor from animal confinement, silage, and manure; smoke from ditch burning; flies and mosquitoes; hunting and trapping activities; shooting sports, legal hazing of nuisance wildlife; and the use of pesticides and fertilizers in the fields, including the use of aerial spraying. It is common practice for agricultural producers to utilize an accumulation of agricultural machinery and supplies to assist in their agricultural operations. A concentration of miscellaneous agricultural materials often produces a visual disparity between rural and urban areas of the County. Section 35-3.5-102, C.R.S., provides that an agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production.

Water has been, and continues to be, the lifeline for the agricultural community. It is unrealistic to assume that ditches and reservoirs may simply be moved "out of the way" of residential development. When moving to the County, property owners and residents must realize they cannot take water from irrigation ditches, lakes, or other structures, unless they have an adjudicated right to the water.

Weld County covers a land area of approximately four thousand (4,000) square miles in size (twice the size of the State of Delaware) with more than three thousand seven hundred (3,700) miles of state and County roads.

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outside of municipalities. The sheer magnitude of the area to be served stretches available resour enforcement is based on responses to complaints more than on patrols of the County, and the distances which must be traveled may delay all emergency responses, including law enforcement, ambulance, and fire. Fire protection is usually provided by volunteers who must leave their jobs and families to respond to emergencies. County gravel roads, no matter how often they are bladed, will not provide the same kind of surface expected from a paved road. Snow removal priorities mean that roads from subdivisions to arterials may not be cleared for several days after a major snowstorm. Services in rural areas, in many cases, will not be equivalent to municipal services. Rural dwellers must, by necessity, be more self-sufficient than urban dwellers.

People are exposed to different hazards in the County than in an urban or suburban setting. Farm equipment and oil field equipment, ponds and irrigation ditches, electrical power for pumps and center pivot operations, high-speed traffic, sand burs, puncture vines, territorial farm dogs and livestock, and open burning present real threats. Controlling children's activities is important, not only for their safety, but also for the protection of the farmer's livelihood.

B. Locate urban development in urban areas.

- Encourage annexation of urban-scale development. Zone changes and subdivisions within one-quarter mile of municipal limits are strongly discouraged. Property owners who want to rezone or subdivide their property are encouraged to contact the municipality about annexation.
- 2. Urban-scale development shall only be placed where urban services, including public water, are available.
- Urban-scale residential development belongs in municipalities, therefore the County shall discourage residential developments with more than nine lots or an overall density of more than one unit per acre in unincorporated areas.
- Pursue Coordinated Planning Agreements with all municipalities within the County.

Harmonize development with surrounding land uses.

- 1. Transition between land use types and intensities with buffers. Uses that are incompatible with existing uses must be able to mitigate conflicts.
- 2. Establish residential development options based on compatibility, proximity to municipalities, and availability of services that reflect the desired density and character of that location.
- Encourage development that preserves land for agriculture, rangeland, wetlands, and critical habitats.
- Require access easements and privately maintained rights-of-way to have recorded maintenance agreements to ensure adequate access.
- Encourage consolidation of nonconforming lots.
- Encourage the preservation, restoration, and reuse of historical structures and landmarks.
- Encourage subarea planning and collaboration to enhance certain areas of the County.

Collaborate on County-wide transportation and land use plans.

- 1. When the comprehensive plan is updated, the transportation plan should be updated as well.
- Ensure that land use change proposals comply with applicable transportation plans, functional classifications, and access control plans adopted by the County.

Sec. 22-2-40. - Economic development goals and objectives.

A. Support compatible economic development opportunities.

- 1. Identify target areas where the County is able to encourage shovel-ready commercial and industrial development.
- 2. Foster partnerships that increase the predictability or certainty of economic development and limit jurisdictional competition.
- Plan and invest in a robust transportation system that connects markets and population centers.

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- Innovate, develop, and capitalize on the necessary tools and funding mechanisms to incentivize e development.
- 5. Encourage agglomeration economies of synergistic businesses.
- 6. Promote small business incentive programs to encourage small business owners.

Sec. 22-2-50. - Environmental goals and objectives.

- A. Encourage responsible and sustainable water usage.
 - 1. Connection to public water and sewer services shall be taken into consideration for development approval.
 - 2. Promote alternative conservation strategies and tools to minimize water usage, such as recycling and reuse.
- B. Protect water quality within the County.
 - 1. Support the reduction of stormwater erosion and runoff.
 - 2. Encourage development of master drainage plans and regional detention facilities.
 - 3. Prevent surface and groundwater contamination.
- C. Minimize flood losses.
 - 1. Identify flood-prone areas of the County that are not already designated on a Flood Insurance Rate Map (FIRM).
 - 2. Encourage development to locate outside of flood-prone areas to reduce the loss of life and property.

Sec. 22-2-60. - Natural resource goals and objectives.

- A. Preserve wetlands and critical habitats.
 - 1. Wetlands and critical or unique habitat areas, such as habitats of endangered or unique species, and migration, breeding, and spawning areas should be identified in application materials as potential limiting site factors.
 - 2. Protect native plants by enforcing noxious weed removal.
- B. Support responsible energy and mineral development.
 - 1. Ensure that surface development reasonably accommodates mineral extraction.
 - 2. Ensure that infrastructure, such as adequate roads and utilities, exists or can be made available prior to development of energy and mineral resource production facilities.
 - 3. Require that energy and mineral resource development conserve the land and minimize the impact on surrounding land and the existing surrounding land uses.
 - 4. Energy development should be coordinated with seasonal production schedules associated with agricultural activities.
 - 5. Energy development facilities should preserve agricultural areas and enhance the rural landscape.

ARTICLE III - Recreation and Tourism Element

Sec. 22-3-10. - Recreation and tourism element.

This section is intended to address the recreation and tourism requirement pursuant to state law (Section 30-28-106(5), C.R.S.). Weld County is home to the Pawnee National Grasslands, the Pawnee Buttes, and Crow Valley Recreation Area, as well as state wildlife areas, lakes, rivers, and streams, and commercial facilities that support recreation and tourism uses. The Pawnee Buttes and other areas offer hiking and bird-watching without the crowds of people found in Rocky Mountain National Park. Other recreational activities in Weld County include horseback-riding, hunting, shooting, biking, cross-country skiing, boating, and fishing. Private facilities offer opportunities for water skiing, shooting, hunting, motocross, and other sports. Additionally, agritourism and agritainment have been growing in popularity over the years. These seasonal events offer fun and education for visitors centered around harvest time and Halloween.

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Many more opportunities for recreation and tourism can be found within the cities and towns of Weld County, numerous parks, museums, and historic sites, as well as festivals, parades, and other events. Please visit www.DiscoverWeld.com for more information.

ARTICLE IV - Comprehensive Plan Map

Sec. 22-4-10. - Comprehensive plan map.

- A. The Department of Planning Services shall maintain a map called the Comprehensive Plan Map based on the criteria in this section. The Comprehensive Plan Map shows the County's preference for growth and development and is made up of two main components:
 - 1. Areas of opportunity for commercial and industrial development. These are potentially logical areas for rezoning agricultural land to C (Commercial), I (Industrial), and Planned Unit Development (PUD) containing C and I uses based on transportation infrastructure of roads and railroads. Such a designation does not guarantee a zone change application will be approved. All applicable criteria in Chapters 23 or 27 of the Weld County Code must be satisfied in order for the Board of County Commissioners to approve a zone change application, including location-specific attributes such as surrounding land uses, topography, and availability of utilities.
 - 2. Areas of urban-scale development, nonurban-scale development, and rural-scale development. These layers are based on municipal boundaries and water district boundaries and will change as those boundaries change. See Section 24-1-40 for definitions of the different types of development.
- B. Opportunity Zones. If in compliance with the other provisions in this section, zone changes to C (Commercial), I (Industrial), and Planned Unit Development (PUD) containing C and I uses are preferred in the following locations:
 - 1. Within one mile of interstates,
 - 2. Within one-quarter mile of U.S. highways,
 - 3. Within one-quarter mile of the County Highway (Weld County Road 49 between I-76 and State Highway 392),
 - 4. Within one-quarter mile of railroads,
 - 5. Within one-half mile of the following types of intersections:
 - a. Collector/arterial,
 - b. Arterial/arterial,
 - c. Collector/highway, and
 - d. Arterial/highway.
- C. Development requiring rezoning is generally discouraged in the following locations:
 - 1. Within one-quarter mile of any municipality.
 - 2. Beyond three miles from a municipality, unless all or a portion of the property is located in an Opportunity Zone on the Comprehensive Plan Map and the rezoning is to Commercial or Industrial.

APPENDIX 22-A - North Greeley Rail Corridor Subarea Plan for Greeley and Weld County

[NO CHANGE]

APPENDIX 22-B - Subarea Planning Guide

- A. Subarea plans are intended to guide development in specifically defined areas. In order to analyze conditions in an area and solicit input from property owners and other planning partners, the County may conduct a subarea plan and further refine comprehensive planning for that area. Subarea plans shall be incorporated into the Comprehensive Plan and adopted as appendices to this Chapter 22; however, subarea plans that are conducted jointly with one or more municipalities with which the County has entered into a Coordinated Planning Agreement may be adopted as appendices in Chapter 19 instead.
- B. The reasons for conducting a subarea plan may include but are not limited to:
 - 1. Advancing economic development opportunities and reducing hindrances to new development.
 - 2. Adopting specific design standards to promote compatibility in the area.
 - 3. Promoting renewal of existing communities that lack infrastructure or have other challenges.
 - 4. Facilitating commercial growth in areas where it is deemed to be desirable typically at major transportation intersections that have public utilities available.
- C. Subarea plans should include the following elements:
 - 1. Purpose of the subarea plan.
 - 2. Defined boundaries of the study area.
 - 3. Background information, which may include history, demographics, maps, land uses, existing infrastructure, and other information about the area.
 - 4. Identification of properties or areas with development/redevelopment potential and analysis of its constraints.
 - 5. Notification to and opportunities for input from:
 - a. Residents and owners of property within the study area,
 - School districts, fire districts, and other governmental and quasi-governmental agencies within the study area, including applicable state agencies,
 - c. Upstate Colorado, and
 - d. Municipalities within three miles of the study area.
 - Goals and objectives for the study area, such as maintaining or improving property values.
 - 7. A vision for the desired future of the study area.
- D. The subarea plan may also contain a map of recommended general future land use categories that may be used to support, but not guarantee, future zone changes.

APPENDIX 22-C - Right To Extract Mineral Resources Statement

Weld County has some of the most abundant mineral resources, including, but not limited to, sand and gravel, oil, natural gas, and coal. Under Title 34 of the Colorado Revised Statutes, minerals are vital resources because (a) the state's commercial mineral deposits are essential to the state's economy; (b) the populous counties of the state face a critical shortage of such deposits; and (c) such deposits should be extracted according to a rational plan, calculated to avoid waste of such deposits and cause the least practicable disruption of the ecology and quality of life of the citizens of the populous counties of the state.

Mineral resource locations are widespread throughout the County and people moving into these areas must recognize the various impacts associated with this development. Often times, mineral resource sites are fixed to their geographical and geophysical locations. Moreover, these resources are protected property rights and mineral owners should be afforded the opportunity to extract the mineral resource.



DEPARTMENT OF PLANNING SERVICES

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2020 Weld County Comprehensive Plan Update

The Weld County Comprehensive Plan is intended to guide land use decisions in the unincorporated area of the County. It was originally created in 1973 and has since been updated in 1987, 1995, 2002, and 2008. The latest update is a much shorter document than in previous years, being only eight pages long. One way it was shortened was by eliminating the Strategies that were listed in the previous version. The Planning Department will maintain a list of actions in a Strategic Plan, which can be updated annually and need not be adopted into County Code.

Article I of the Comprehensive Plan is similar to the previous version but one change was to move the Guiding Principles to Article II to be closer to the Goals of the Plan. Also, Section 22-1-140, Planning Process, will only pertain to the process for the 2020 update of the Comprehensive Plan. Previously, this section started off describing the update process but ended with five planning principles. Another change to Article I is that the amendment procedure in Section 22-1-150 has been updated to reflect the fact that amending the Comprehensive Plan is a legislative action of the Board of County Commissioners and the Regional Urban Areas have not been incorporated in Chapter 22 for many years.

Article II is much shorter than the previous version and contains four Guiding Principles, plus Goals and Objectives, rather than having descriptions of each topic followed by Goals, Policies, and Strategies. The previous Comprehensive Plan included categories of Agriculture, Urban Development, Unincorporated Communities and Historic Townsites, Industrial Development, Commercial Development, Residential Development, and Regional Urban Areas (RUAs) in Article II. The draft Comprehensive Plan includes four Goals regarding Agriculture, Development, and Transportation. Also included in the updated Article II are Goals and Objectives on Economic Development, Environment, and Natural Resources.

The old Article III was titled "Land Use Amenities" and included Public Facilities, Fire Protection, Law Enforcement, and Transportation. (The Weld County Transportation Plan was adopted as a separate document in 2010 and is also being updated.) Articles IV and V covered Environmental and Natural Resources, respectively. Finally, Article V contained Goals, Policies, and Strategies regarding Economic Development.

The new Article III addresses the requirement in state statute for a Recreation and Tourism Element and the Comprehensive Plan ends with Article IV, which describes a map to be used to guide rezonings and subdivisions with concentric rings around municipalities and areas that are preferred locations for potential rezonings to commercial and industrial zones. The map offers a visual representation of policies and regulations encouraging zone changes and subdivisions within one-quarter mile of municipalities to annex, and shows additional buffers of one and three miles around municipalities, as well as areas within water districts. Urban-scale development would only be permitted within three miles of a municipality. Nonurban-scale development would be allowed beyond one mile of a municipality as long as it had public water. Rural-scale PUDs would be only allowed beyond three miles from a municipality.

The areas considered better suited for potential commercial and industrial zones (and commercial and industrial Planned Unit Developments) are based on proximity to railroads, highways, and higher classified intersections. As stated in Section 22-4-10, this designation on the map "does not guarantee a zone change application will be approved. All applicable criteria in Chapters 23 or 27 of the Weld County Code must be satisfied in order for the Board of County Commissioners to approve a zone change application, including location-specific attributes such as surrounding land uses, topography, and availability of utilities."

Item #15.



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor Gary Lebsack & Councilmembers

FROM: Matt LeCerf

DATE: August 17, 2020

SUBJECT: Johnstown Historical Society Work Session

As part of an annual occurrence, Councilmember Young has requested a work session to discuss the successes and general activities of the Johnstown Historical Society (JHS). Representatives from the JHS Board including Councilmember Young and the new Director are expected in attendance.

The Community That Cares

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