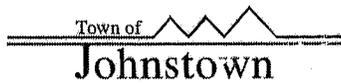


TOWN COUNCIL

MEETING

PACKET

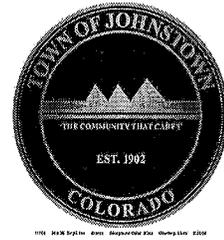
January 6, 2014



Town Council

Agenda

**Monday, January 6, 2014
Town Hall, Council Chambers
450 So. Parish Avenue
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."*

Members of the audience are invited to speak at the Council meeting. Public Comment (item No. 5) 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. If you wish to speak at the Town Council meeting, please fill out a sign-up sheet and present it to the Town Clerk.

- 1) **CALL TO ORDER**
 - A) Pledge of Allegiance
- 2) **ROLL CALL**
- 3) **AGENDA APPROVAL**
- 4) **RECOGNITIONS AND PROCLAMATIONS**
- 5) **PUBLIC COMMENT (three-minute limit per speaker)**

*The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to have an item discussed or if there is public comment on those ordinances marked with an *asterisk. The Council member may then move to have the subject item removed from the Consent Agenda for discussion separately.*

- 6) **CONSENT AGENDA**
 - A) Town Council Meeting – December 16, 2013
 - B) *2nd Reading – Ordinance No. 2013-129, An Ordinance to Repeal and Re-Enact Article XIV of Chapter 17 of the Johnstown Municipal Code to be Entitled "Flood Damage Prevention"
- 7) **STAFF REPORTS**
- 8) **OLD BUSINESS**
- 9) **NEW BUSINESS**
 - A) Consider Hotel and Restaurant Liquor License Renewal – Ajuua Mexican Restaurant
 - B) Consider Loaf 'N Jug #12, 3.2% Beer Retail License (Off Premises) Renewal
 - C) Consider Twenty-Four (24) Hour Flex Program Agreement
 - D) Consider Designation of Public Posting Areas
 - E) Consider Annual Development Fees Adjustment
- 10) **COUNCIL REPORTS AND COMMENTS**
- 11) **MAYOR'S COMMENT**
- 12) **ADJOURN**

NOTICE OF ACCOMODATION

If you need special assistance to participate in the meeting, please contact the Town Clerk at (970) 587-4664. Notification at least 72 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA ITEM 6A-B

CONSENT

AGENDA

- **Council Minutes –December 16, 2013**
 - **Ordinance No. 2013-129**
(Repeal/Re-Enact Article XIV-Chapter 17
Johnstown Municipal Code)
(“Flood Damage Prevention”)
(*2nd Reading)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 6, 2014

ITEM NUMBER: 6A-B

SUBJECT: Consent Agenda

ACTION PROPOSED: Approve Consent Agenda

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: The following items are included on the Consent Agenda, which may be approved by a single motion approving the Consent Agenda:

- A) Town Council Minutes – December 16, 2013
 - B) ***(2nd Reading)**, Ordinance No. 2013-129, An Ordinance to Repeal and Re-Enact Article XIV of Chapter 17 of the Johnstown Municipal Code to be Entitled “Flood Damage Prevention”
-

LEGAL ADVICE: The entire Consent Agenda may be approved by a motion of the Town Council approving the Consent Agenda, which automatically approves each and every item listed on the Consent Agenda. If a Council member wishes to have a specific discussion on an individual item included with the Consent Agenda, they may move to remove the item from the Consent Agenda for discussion.

FINANCIAL ADVICE: N/A

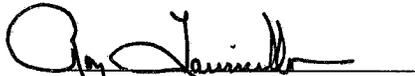
RECOMMENDED ACTION: Approve Consent Agenda

SUGGESTED MOTION:

For Approval: I move to approve the Consent Agenda.

For Denial:

Reviewed:


Town Manager

**COUNCIL
MINUTES**

The Town Council of the Town of Johnstown met on Monday, December 16, 2013 at 7:00 p.m. in the Council Chambers at 450 S. Parish Avenue, Johnstown.

Mayor Romanowski led the Pledge of Allegiance.

Roll Call:

Those present were: Councilmembers Berg, Lebsack, Mellon, Molinar Jr. and Townsend

Those absent were: Councilmember James

Also present: Russ Anson, Town Attorney, Roy Lauricello, Town Manager. John Franklin, Town Planner and Diana Seele, Town Clerk

Agenda Approval

Councilmember Townsend made a motion seconded by Councilmember Berg to approve the Agenda as submitted. Motion carried with a unanimous vote.

Consent Agenda

Councilmember Lebsack made a motion seconded by Councilmember Mellon to approve the Consent Agenda as amended:

- December 2, 2013 - Town Council Meeting Minutes
- Payment of Bills
- November Financial Statements

Motion carried with a unanimous vote.

New Business

A. Consider Resolution No. 2013-20, A Resolution Finding Substantial Compliance for Initiating Annexation Proceedings for the Daily and Robbins Annexation – Councilmember Mellon made a motion seconded by Councilmember Lebsack to approve Resolution No. 2013-20. Motion carried with a unanimous vote.

B. Public Hearing – Amendment to the Johnstown Area Comprehensive Plan – As part of discussions between the Town and City of Loveland, it was noted that the respective comprehensive plans should be amended to reflect compatible land use designations within the area where the two comprehensive plans overlap, and that the Planning Area/Growth Management Area Boundaries should be adjusted to more accurately reflect municipal boundaries and utility service areas.

Mayor Romanowski opened the public hearing at 7:30 p.m. and having no public comment closed the hearing at 7:33 p.m.

Councilmember Berg made a motion seconded by Councilmember Molinar Jr. to approve the amendment to the Johnstown Area Comprehensive Plan. Motion carried with a unanimous vote.

C. Consider Intergovernmental Agreement with the City of Loveland for Growth Management – The proposed IGA between the Town of Johnstown and the City of Loveland provides for communication, coordination and cooperation in land use, transportation and infrastructure planning in general and especially in the area where the growth area of the two municipalities overlap. Councilmember Berg made a motion seconded by Councilmember Lebsack to approve the Intergovernmental Agreement, and authorize the Mayor to sign it. Motion carried with a unanimous vote.

D. Public Hearing – (First Reading) Ordinance No. 2013-129, An Ordinance to Repeal and Re-enact Article XIV of Chapter 17 of the Johnstown Municipal Code to be Entitled “Flood Damage Prevention.” In June 2006, the Town approved floodplain regulations, and continues to participate in the National Flood Insurance Program regulating use and development in the floodplains. The Colorado Water Conservation Board has adopted a more advanced set of regulations regarding uses in the floodplain and floodway.

Mayor Romanowski opened the Public Hearing at 7:36 p.m. and having no public comment closed the hearing at 7:43 p.m.

Councilmember Berg made a motion seconded by Councilmember Mellon to approve Ordinance No. 2013-129 on first reading An Ordinance Establishing Additional Flood Damage Prevention Measures as Required Under the Federal Emergency Management Agency. Motion carried with a unanimous vote.

E. Councilmember Mellon made a motion seconded by Councilmember Molinar Jr. to give the Town of Johnstown employees a bonus in the amount of \$200.00 for full-time employees and \$125.00 for part-time employees.

There being no further business to come before the council the meeting adjourned at 8:10 p.m.

Mayor

Town Clerk/Treasurer

ORDINANCE

No. 2013-129

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2013-129

AN ORDINANCE TO REPEAL AND RE-ENACT ARTICLE XIV OF CHAPTER 17 OF THE JOHNSTOWN MUNICIPAL CODE TO BE ENTITLED "FLOOD DAMAGE PREVENTION."

WHEREAS, the purpose of this Ordinance is to adopt floodplain management regulations that adhere to the minimum standards of both the National Flood Insurance Program (NFIP) and the State of Colorado; and

WHEREAS, for the Town to participate in the NFIP, it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards and requirements. These standards are intended to prevent loss of life and property as well as economic and social hardships that result from flooding. In return for the local adoption and enforcement of floodplain management regulations, the Federal Emergency Management Agency (FEMA) provides the availability of flood insurance coverage within the Town. The State of Colorado adopted higher standards for floodplain management which are outlined in the Rules and Regulations for Regulatory Floodplains in Colorado (Rules), effective January 14, 2011. The Rules are the effective minimum standards for the State of Colorado, and communities have three (3) years from January 14, 2011, to adopt a local ordinance consistent with the Rules. This Ordinance is adapted from the FEMA model ordinance and incorporates the minimum standards of the State of Colorado; and

WHEREAS, the Town Council believes it to be in the best interests of the Town to adopt this Ordinance.

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

Section 1. Article XIV of Chapter 17 of the Johnstown Municipal Code shall be repealed and re-enacted to read as follows:

ARTICLE XIV

Flood Damage Prevention

SECTION 17-261 – TITLE AND PURPOSE

SUBSECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Colorado has, in Title 29, Article 20 of the Colorado Revised Statutes, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Town Council of the Town of Johnstown, Colorado, does hereby adopt the following floodplain management regulations:

SUBSECTION B. FINDINGS OF FACT

(1) The flood hazard areas of the Town of Johnstown are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety and general welfare of the public.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SUBSECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to critical facilities, infrastructure and other public facilities such as water, sewer and gas mains; electric and communications stations; and streets and bridges located in floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
7. Insure that potential buyers are notified that property is located in a flood hazard area.

SUBSECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION 17-262 - DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

100-YEAR FLOOD - A flood having a recurrence interval that has a one-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms "one-hundred-year flood" and "one percent chance flood" are synonymous with the term "100-year flood." The term does not imply that the flood will necessarily happen once every one hundred years.

100-YEAR FLOODPLAIN - The area of land susceptible to being inundated as a result of the occurrence of a one-hundred-year flood.

500-YEAR FLOOD - A flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-chance-annual-flood). The term does not imply that the flood will necessarily happen once every five hundred years.

500-YEAR FLOODPLAIN - The area of land susceptible to being inundated as a result of the occurrence of a five-hundred-year flood.

ADDITION - Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

ALLUVIAL FAN FLOODING - A fan-shaped sediment deposit formed by a stream that flows from a steep mountain valley or gorge onto a plain or the junction of a tributary stream with the main stream. Alluvial fans contain active stream channels and boulder bars, and recently abandoned channels. Alluvial fans are predominantly formed by alluvial deposits and are modified by infrequent sheet flood, channel avulsions and other stream processes.

AREA OF SHALLOW FLOODING - A designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

BASE FLOOD ELEVATION (BFE) - The elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

BASEMENT - Any area of a building having its floor sub-grade (below ground level) on all sides.

CHANNEL - The physical confine of stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

CHANNELIZATION - The artificial creation, enlargement or realignment of a stream channel.

CODE OF FEDERAL REGULATIONS (CFR) - The codification of the general and permanent Rules published in the Federal Register by the executive departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation.

COMMUNITY - Any political subdivision in the state of Colorado that has authority to adopt and enforce floodplain management regulations through zoning, including, but not limited to, cities, towns, unincorporated areas in the counties, Indian tribes and drainage and flood control districts.

CONDITIONAL LETTER OF MAP REVISION (CLOMR) - FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

CRITICAL FACILITY - A structure or related infrastructure, but not the land on which it is situated, as specified in Section 17-265, Subsection H, that if flooded may result in significant

hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood. See Section 17-265, Subsection H.

DEVELOPMENT - Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DFIRM DATABASE - Database (usually spreadsheets containing data and analyses that accompany DFIRMs). The FEMA Mapping Specifications and Guidelines outline requirements for the development and maintenance of DFIRM databases.

DIGITAL FLOOD INSURANCE RATE MAP (DFIRM) - FEMA digital floodplain map. These digital maps serve as "regulatory floodplain maps" for insurance and floodplain management purposes.

ELEVATED BUILDING - A non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEDERAL REGISTER - The official daily publication for Rules, proposed Rules, and notices of Federal agencies and organizations, as well as executive orders and other presidential documents.

FEMA - Federal Emergency Management Agency, the agency responsible for administering the National Flood Insurance Program.

FLOOD OR FLOODING - A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of water from channels and reservoir spillways;
2. The unusual and rapid accumulation or runoff of surface waters from any source; or
3. Mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas (such as earth carried by a current of water and deposited along the path of the current).

FLOOD INSURANCE RATE MAP (FIRM) – An official map of a community, on which the Federal Emergency Management Agency has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - The official report provided by the Federal Emergency Management Agency. The report contains the Flood Insurance Rate Map as well as flood profiles for studied flooding sources that can be used to determine Base Flood Elevations for some areas.

FLOODPLAIN OR FLOOD-PRONE AREA - Any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

FLOODPLAIN ADMINISTRATOR - The community official designated by title to administer and enforce the floodplain management regulations.

FLOODPLAIN DEVELOPMENT PERMIT – A permit required before construction or development begins within any Special Flood Hazard Area (SFHA). If FEMA has not defined the SFHA within a community, the community shall require permits for all proposed construction or other development in the community including the placement of manufactured homes, so that it may determine whether such construction or other development is proposed within flood-prone areas. Permits are required to ensure that proposed development projects meet the requirements of the NFIP and this floodplain management ordinance.

FLOODPLAIN MANAGEMENT - The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD CONTROL STRUCTURE - A physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODPROOFING - Any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. The Colorado statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot (six inches). Letters of Map Revision to existing floodway delineations may continue to use the floodway criteria in place at the time of the existing floodway delineation.

FREEBOARD - The vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP REVISION (LOMR) - FEMA's official revision of an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic

characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA).

LETTER OF MAP REVISION BASED ON FILL (LOMR-F) – FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

LEVEE – A man-made embankment, usually earthen, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding. For a levee structure to be reflected on the FEMA FIRMs as providing flood protection, the levee structure must meet the requirements set forth in 44 CFR 65.10.

LEVEE SYSTEM - A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - The lowest floor of the lowest enclosed area (including basement). Any floor used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof. This includes any floor that could be converted to such a use such as a basement or crawl space. The lowest floor is a determinate for the flood insurance premium for a building, home or business. An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - For purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

MATERIAL SAFETY DATA SHEET (MSDS) – A form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) – FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief

and Emergency Assistance Act. The NFIP has applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations. The U.S. Congress established the NFIP in 1968 with the passage of the National Flood Insurance Act of 1968.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

NO-RISE CERTIFICATION - A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

PHYSICAL MAP REVISION (PMR) - FEMA's action whereby one or more map panels are physically revised and republished. A PMR is used to change flood risk zones, floodplain and/or floodway delineations, flood elevations, and/or planimetric features.

RECREATIONAL VEHICLE - means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA - The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

START OF CONSTRUCTION - The date the building permit was issued, including substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - A walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure just prior to when the damage occurred.

SUBSTANTIAL IMPROVEMENT - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "Start of Construction" of the improvement. The value of the structure shall be determined by the local jurisdiction having land use authority in the area of interest. This includes structures which have incurred "Substantial Damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
2. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

THRESHOLD PLANNING QUANTITY (TPQ) – A quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State that such facilities are subject to emergency planning requirements.

VARIANCE - A grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations).

VIOLATION - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b) (5), (c) (4), (c) (10), (d) (3), (e) (2), (e) (4), or (e) (5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

SECTION 17-263 - GENERAL PROVISIONS

SUBSECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all Special Flood Hazard Areas and areas removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F) within the jurisdiction of the Town of Johnstown, Colorado.

SUBSECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREA

The Special Flood Hazard Areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Larimer County, Colorado and Incorporated Areas", dated December 19, 2006, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance. These Special Flood Hazard Areas identified by the FIS and attendant mapping are the minimum area of applicability of this ordinance and may be supplemented by studies designated and approved by the Town Council. The Floodplain Administrator shall keep a copy of the Flood Insurance Study (FIS), DFIRMs, FIRMs and/or FBFMs on file and available for public inspection.

SUBSECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SUBSECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed within the Special Flood Hazard Area without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the Town Council from taking such lawful action as is necessary to prevent or remedy any violation. These regulations meet the minimum requirements as set forth by the Colorado Water Conservation Board and the National Flood Insurance Program.

SUBSECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SUBSECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and

3. Deemed neither to limit nor repeal any other powers granted under State statutes.

SUBSECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes.

This ordinance does not imply that land outside the Special Flood Hazard Area or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Town of Johnstown or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SUBSECTION H. SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. Should any section of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

SECTION 17-264 - ADMINISTRATION

SUBSECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Town Planner is hereby appointed as Floodplain Administrator to administer, implement and enforce the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SUBSECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by Section 17-264, Subsection C.
2. Review, approve, or deny all applications for Floodplain Development Permits required by adoption of this ordinance.
3. Review Floodplain Development Permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
5. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this ordinance, including proper elevation of the structure.
6. Where interpretation is needed as to the exact location of the boundaries of the Special Flood Hazard Area (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
7. When Base Flood Elevation data has not been provided in accordance with Section 17-263, Subsection B, the Floodplain Administrator shall obtain, review and reasonably utilize any Base Flood Elevation data and Floodway data available from a Federal, State, or other source, in order to administer the provisions of Section 17-265.
8. For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.
9. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.
10. Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Colorado Water Conservation Board, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
11. Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

SUBSECTION C. PERMIT PROCEDURES

Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and

proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to Special Flood Hazard Area. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
3. A certificate from a registered Colorado Professional Engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 17-265, Subsection B(2);
4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
5. Maintain a record of all such information in accordance with Section 17-264, Subsection B.

Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development;
5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
8. The necessity to the facility of a waterfront location, where applicable;
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
10. The relationship of the proposed use to the comprehensive plan for that area.

SUBSECTION D. VARIANCE PROCEDURES

1. The Town Council shall hear and render judgment on requests for variances from the requirements of this ordinance.
2. The Town Council shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
3. Any person or persons aggrieved by the decision of the Town Council may appeal such decision in the courts of competent jurisdiction.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Subsection C of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this ordinance, the Town Council may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance as stated in Section 17-261, Subsection C.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon:

- i. Showing a good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- c. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the Base Flood Elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a Functionally Dependent Use provided that:
- a. The criteria outlined in Section 17-264, Subsection D (1)-(9) are met, and
 - b. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SUBSECTION E. PENALTIES FOR NONCOMPLIANCE

A person who violates the requirements of this Ordinance shall be punished by a fine of not more than One Thousand Dollars (\$1,000.00), or by imprisonment of not more than one (1) year, or by both such fine and imprisonment. Each day that any such violation continues shall constitute a separate violation and shall subject the perpetrator to a separate penalty.

SECTION 17-265 - PROVISIONS FOR FLOOD HAZARD REDUCTION

SUBSECTION A. GENERAL STANDARDS

In all Special Flood Hazard Areas the following provisions are required for all new construction and substantial improvements:

- 1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
5. All manufactured homes shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
6. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
8. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SUBSECTION B. SPECIFIC STANDARDS

In all Special Flood Hazard Areas where base flood elevation data has been provided as set forth in (i) Section 17-263, Subsection B, (ii) Section 17-264, Subsection B(7), or (iii) Section 17-265, Subsection G, the following provisions are required:

1. RESIDENTIAL CONSTRUCTION

New construction and Substantial Improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation. Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

2. NONRESIDENTIAL CONSTRUCTION

With the exception of Critical Facilities, outlined in Section 17-265, Subsection H, new construction and Substantial Improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement), electrical,

heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that at one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

A registered Colorado Professional Engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. Such certification shall be maintained by the Floodplain Administrator, as proposed in Section 17-264, Subsection C.

3. ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

Designs for meeting this requirement must either be certified by a registered Colorado Professional Engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. MANUFACTURED HOMES

All manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are elevated to one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of the above paragraph, shall be elevated so that either:

- a. The lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), are one foot above the base flood elevation, or
- b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. RECREATIONAL VEHICLES

All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

- a. Be on the site for fewer than 180 consecutive days,
- b. Be fully licensed and ready for highway use, or
- c. Meet the permit requirements of Section 17-264, Subsection C, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this Subsection.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

6. PRIOR APPROVED ACTIVITIES

Any activity for which a Floodplain Development Permit was issued by the Town of Johnstown or a CLOMR was issued by FEMA prior to the effective date of this ordinance may be completed according to the standards in place at the time of the permit or CLOMR issuance and will not be considered in violation of this ordinance if it meets such standards.

SUBSECTION C. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the Special Flood Hazard Area established in Section 17-263, Subsection B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. RESIDENTIAL CONSTRUCTION

All new construction and Substantial Improvements of residential structures must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

2. NONRESIDENTIAL CONSTRUCTION

With the exception of Critical Facilities, outlined in Section 17-265, Subsection H, all new construction and Substantial Improvements of non-residential structures, must have the lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified), or together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one foot above the base flood level with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado Professional Engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Section 17-264, Subsection C, are satisfied.

Within Zones AH or AO, adequate drainage paths around structures on slopes are required to guide flood waters around and away from proposed structures.

SUBSECTION D. FLOODWAYS

Floodways are administrative limits and tools used to regulate existing and future floodplain development. The State of Colorado has adopted Floodway standards that are more stringent than the FEMA minimum standard (see definition of Floodway in Section 17-262). Located within Special Flood Hazard Area established in Section 17-263, Subsection B, are areas designated as Floodways. Since the Floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory Floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado Professional Engineer and in accordance with standard engineering practice that the proposed encroachment would not result in any increase (requires a No-Rise Certification) in flood levels within the community during the occurrence of the base flood discharge.
2. If Section 17-265, Subsection D (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 17-265.

3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in Base Flood Elevations, provided that the community first applies for a CLOMR and floodway revision through FEMA.

SUBSECTION E. ALTERATION OF A WATERCOURSE

For all proposed developments that alter a watercourse within a Special Flood Hazard Area, the following standards apply:

1. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.
2. Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.
3. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.
4. Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.
5. All activities within the regulatory floodplain shall meet all applicable Federal, State and the Town of Johnstown floodplain requirements and regulations.
6. Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions Floodway resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Subsection D of this Section.
7. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

SUBSECTION F. PROPERTIES REMOVED FROM THE FLOODPLAIN BY FILL

A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), unless such new structure or addition complies with the following:

1. RESIDENTIAL CONSTRUCTION

The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill.

2. NONRESIDENTIAL CONSTRUCTION

The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

SUBSECTION G. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be reasonably safe from flooding. If a subdivision or other development proposal is in a flood-prone area, the proposal shall minimize flood damage.
2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Section 17-263, Subsection C; Section 17-264, Subsection C; and the provisions of Section 17-265 of this ordinance.
3. Base Flood Elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Section 17-263, Subsection B or Section 17-264, Subsection B of this ordinance.
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SUBSECTION H. STANDARDS FOR CRITICAL FACILITIES

A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

1. CLASSIFICATION OF CRITICAL FACILITIES

It is the responsibility of the Town Council to identify and confirm that specific structures in their community meet the following criteria:

Critical Facilities are classified under the following categories: (a) Essential Services; (b) Hazardous Materials; (c) At-risk Populations; and (d) Vital to Restoring Normal Services.

- a. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines.

These facilities consist of:

- i. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);
- ii. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors' offices, and non-urgent care medical structures that do not provide these functions);
- iii. Designated emergency shelters;
- iv. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);
- v. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and
- vi. Air Transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the Town Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Article, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Town Council on an as-needed basis upon request.

- b. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials.

These facilities may include:

- i. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);
- ii. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;
- iii. Refineries;
- iv. Hazardous waste storage and disposal sites; and
- v. Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards," 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation this ordinance, but exclude later amendments to or editions of the regulations

Specific exemptions to this category include:

- i. Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.
- ii. Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.
- iii. Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Article.

- c. At-risk population facilities include medical care, congregate care, and schools.

These facilities consist of:

- i. Elder care (nursing homes);
- ii. Congregate care serving 12 or more individuals (day care and assisted living);
- iii. Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children);

d. Facilities vital to restoring normal services including government operations.

These facilities consist of:

- i. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);
- ii. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the Town Council that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this ordinance, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Town Council on an as-needed basis upon request.

2. PROTECTION FOR CRITICAL FACILITIES

All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this ordinance, protection shall include one of the following:

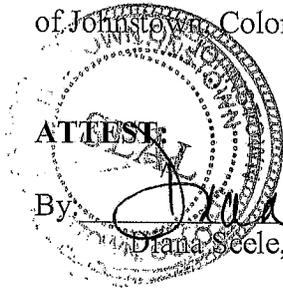
- a. Location outside the Special Flood Hazard Area; or
- b. Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet above the Base Flood Elevation.

3. INGRESS AND EGRESS FOR NEW CRITICAL FACILITIES

New Critical Facilities shall, when practicable as determined by the Town Council, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

Section 2. Publication and Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published, and posted as required by the Town Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the Town Clerk, and by the Certificate of Publication. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 16th day of December, 2013.



ATTEST:
By: Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: Mark Romanowski
Mark Romanowski, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 20____.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:
By: _____
Diana Seele, Town Clerk

By: _____
Mark Romanowski, Mayor

AGENDA ITEM 9A

**HOTEL/RESTAURANT
LIQUOR LICENSE
RENEWAL
(Ajuua Mexican Restaurant)**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 6, 2014

ITEM NUMBER: 9A

SUBJECT: Consider Hotel and Restaurant Liquor License Renewal- Ajuua Mexican Restaurant

ACTION PROPOSED: Approve Hotel and Restaurant Liquor License

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Mr. Liberato Garcia, managing partner, has submitted a renewal application to the Town Clerk for a hotel and restaurant liquor license (malt, vinous and spirituous) for the Ajuua Mexican Restaurant located at 257 Johnstown Drive Unit 104, Johnstown. The required fees have been submitted to the Town. According to the Colorado Department of Revenue, Liquor Enforcement Division, the owner of the establishment was issued a criminal summons for the violation of C.R.S. 12-47-901(1)(a.5)(I) - Selling, serving, giving or allowing the procuring of alcohol beverages to a person under the age of twenty-one (21) years. He was ordered to appear in Weld County Court on Monday, 01/27/14 at 1:00 p.m.

The Town Council acts as the Local Licensing Authority and is responsible for reviewing and issuing liquor licenses.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the hotel and restaurant liquor license renewal

SUGGESTED MOTION:

For Approval: I move to approve the hotel and restaurant liquor license renewal for Ajuua Mexican Restaurant.

For Denial: I move to deny approval of the hotel and restaurant liquor license renewal for Ajuua Mexican Restaurant.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

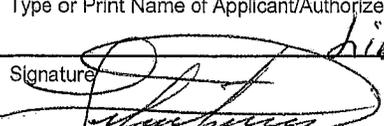
RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name Ajuua Junior LLC		DBA Ajuua Junior Mexican Restaurant		
Liquor License # 35316990000	License Type HOTEL & RESTAURANT	Sales Tax License # 35-31699-0000	Expiration Date 12-8-12	Due Date 12-8-12
Street Address 257 Johnstown Center Drive Unit 104 Johnstown, CO 80534				Phone Number 970-587-2909
Mailing Address 257 Johnstown Center Drive Unit 104 Johnstown, CO 80534				
Operating Manager Liberato R. Garcia	Date of Birth 3-23-1949	Home Address 2966 Golden Eagle Lafayette, CO	80026	Phone Number 303-579-6845

1. Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease October 2015
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Liberato Garcia Ramos</i>	Title Manager
Signature 	Date 12/9/2013

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

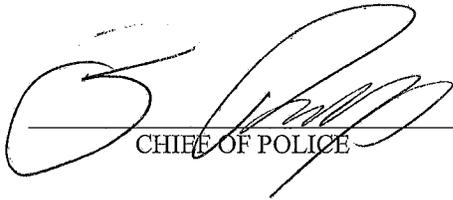
Local Licensing Authority For	Date
Signature	Title
	Attest

**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Ajuua Jr. LLC
257 Johnstown Center Drive #104
Johnstown, CO 80534
1. Trade Name and Address} Ajuua Jr. LLC
257 Johnstown Center Drive #104
Johnstown, CO 80534
2. Date of Application: 12/9/2013
3. Type of Application: Hotel & Restaurant License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} CBD
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership} Leased
5. Evidence of Public Notice
- A. Posting of Premises} N/A
 - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their Hotel & Restaurant License
 - B. Ajuua Jr. LLC has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Ajuua Jr. LLC presently holds license 35316990000 that expired December 8, 2013
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.



CHIEF OF POLICE



DATE

JOHNSTOWN POLICE DEPARTMENT

LIQUOR LICENSE RENEWAL SHEET

APPLICANT: **Ajuua Mexican Restaurant**

ADDRESS: **257 Johnstown Center Drive #104**

TYPE LICENSE: **Hotel & Restaurant**

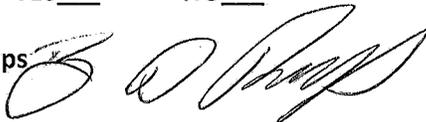
POLICE CALLS FOR SERVICE: **1**

LIQUOR VIOLATIONS AT THIS LOCATION: **1 (SEE ATTACHMENT)**

ARRESTS DO TO ALCOHOL AT THIS LOCATION: **None**

JPD RECOMMENDATION FOR RENEWAL: **YES**___ **NO**___

REPORTING OFFICER: **Chief Brian Phillips**



DATE: **December 11, 2013**

ADDITIONAL INFORMATION: **On May 2, 2013 Officers were called on a smoke odor investigation.**

Commander Aaron Sanchez

From: Haralson - DOR, Kelly <kelly.haralson@state.co.us>
Sent: Wednesday, December 11, 2013 8:49 AM
To: Commander Aaron Sanchez
Subject: Ajuua Mexican Restaurant Compliance Check Violation 12/05/13

On 12/05/13, Investigator Clyde Anderson and I, Investigator Kelly Haralson with the Colorado State Liquor Enforcement Division (LED), conducted compliance checks in south Weld County, Colorado, regarding the sale of alcohol beverages to underage persons.

The owner of AJUUA JUNIOR LLC., d/b/a AJUUA MEXICAN RESTAURANT, 257 Johnstown Dr., Unit 104, Johnstown, Colorado, served a 12 oz bottle of Coors Light brand malt liquor to the Division underage operative, LG-12-108, a nineteen year old female.

JUNIOR LLC., d/b/a AJUUA MEXICAN RESTAURANT holds a hotel and restaurant license, account number 35-31699-0000.

I issued the owner, LIBERATO RAMOS GARCIA, DOB: 03/23/49, a criminal summons for the violation of C.R.S. 12-47-901(1)(a.5)(I) - Selling, serving, giving or allowing the procuring of alcohol beverages to a person under the age of twenty-one (21) years. He was ordered to appear in Weld County Court on Monday, 01/27/14 at 1:00 p.m.

He was advised of the administrative action that would be forthcoming in regard to the liquor license by the State licensing authority.

Kelly Haralson, Criminal Investigator

Colorado Department of Revenue, Liquor Enforcement Division
2320 Reservoir Rd., Suite A, Greeley, Co 80634
Ofc: 970-356-3992 I Fax: 970-378-8896 I Cell: 970-985-6851
Email : Kelly.Haralson@state.co.us

Excellence in Public Safety built on strong character, professionalism and respect

AGENDA ITEM 9B

3.2%

BEER

RETAIL LICENSE

(Off Premises)

RENEWAL

(Loaf 'N Jug #12)

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 6, 2014

ITEM NUMBER: 9B

SUBJECT: Consider Loaf N' Jug #12, 3.2% Beer Retail License (Off Premises) Renewal

ACTION PROPOSED: Approve License Renewal

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION: Ms. Shawna Bezio, operating manager of the Loaf N' Jug has submitted a renewal application to the Town Clerk for a 3.2% Beer Retail License (Off Premises) for Loaf N' Jug #12 located at 67 Center Court, Johnstown, CO 80534. The required fees have been submitted to the Town. According to the Johnstown Police Department, the establishment has cooperated with law enforcement officials and there have been no violations of the liquor code during the last licensing period (refer to attachment).

The Town Council acts as the Local Licensing Authority and is responsible for reviewing and issuing liquor licenses.

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

RECOMMENDED ACTION: Approve the 3.2% Beer Retail License (Off Premises) renewal for Loaf N' Jug #12.

SUGGESTED MOTIONS:

For Approval: I move to approve the 3.2% Beer Retail License (Off Premises) renewal for Loaf N' Jug #12.

For Denial: I move to deny approval of the 3.2% Beer Retail License (Off Premises) renewal for Loaf N' Jug #12.

Reviewed:


Town Manager

**RENEWAL
APPLICATION**

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

LOAF N JUG #12
 442 KEELER PKWY
 PUEBLO CO 81001-4813

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name MINI MART INC		DBA LOAF N JUG #12		
Liquor License # 03279430129	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 03279430129	Expiration Date 2/28/2014	Due Date 1/14/2014
Street Address 67 CENTER COURT JOHNSTOWN CO 80534				Phone Number (719) 948 3071
Mailing Address 442 KEELER PKWY PUEBLO CO 81001-4813				
Operating Manager <i>Shawna Bezio</i>	Date of Birth <i>11/19/85</i>	Home Address <i>1223 E. 6th St, Loveland, CO 80537</i>		Phone Number <i>970-532-2154</i>
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>3/31/2035</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>See Attached</i></p> <p>6. SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS: Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Arthur Stawski</i>	Title <i>President</i>
Signature <i>[Signature]</i>	Date <i>11/12/13</i>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

RESPONSE TO QUESTION #5 ON LIQUOR LICENSE RENEWAL

Mini Mart, Inc. holds numerous 3.2% licenses in Colorado. Dillon Company, Inc., 100% stockholder of licenses has interest in numerous 3.2% licenses in Colorado doing business as King Soopers, Inc. and City Market, Inc.

RESPONSE TO REFERENCE QUESTION 5:

Mini Mart, Inc holds numerous 3.2% licenses in Colorado.

Loc	Name	Address	CITY	STATE	ZIP	Owned/Leased	License
1	Mini Mart, Inc.	2nd CRANSTON	FOWLER	CO	81030	Leased	None
2	Mini Mart, Inc.	2050 LAKE AVE	PUEBLO	CO	81004	Leased	None
3	Mini Mart, Inc.	200 MAIN STREET	WALSENBURG	CO	81080	Leased	None
5	Mini Mart, Inc.	1101 N. MAIN STREET	SPRINGFIELD	CO	81073	Leased	None
6	Mini Mart, Inc.	4770 DRENNAN ROAD	COLO SPRINGS	CO	80918	Owned	None
7	Mini Mart, Inc.	9028 SOUTH WOODMAN WAY	PARKER	CO	80134	Owned	None
8	Mini Mart, Inc.	2610 SANTA FE DRIVE	PUEBLO	CO	81008	Leased	None
9	Mini Mart, Inc.	810 HWY 24	BUENA VISTA	CO	81211	Owned	None
10	Mini Mart, Inc.	102 HWY 180 EAST	ALAMOSA	CO	81101	Leased	None
11	Mini Mart, Inc.	4901 NORTH CASTLETON DR.	CASTLE ROCK	CO	80109	Leased	None
12	Mini Mart, Inc.	67 GATEWAY DRIVE	JOHNSTOWN	CO	80534	Leased	None
13	Mini Mart, Inc.	918 W. 3RD STREET	LA JUNTA	CO	81050	Leased	None
14	Mini Mart, Inc.	1201 PUEBLO BLVD.	PUEBLO	CO	81005	Owned	None
15	Mini Mart, Inc.	243 HWY 50 EAST	AVONDALE	CO	81022	Leased	None
16	Mini Mart, Inc.	101 N. MAIN STREET	LA JUNTA	CO	81050	Leased	None
18	Mini Mart, Inc.	19853 E. SMOKY HILL ROAD	CENTENNIAL	CO	80018	Owned	None
19	Mini Mart, Inc.	150 W. DRAKE ROAD	FORT COLLINS	CO	80524	Leased	None
24	Mini Mart, Inc.	4401 HWY 165	COLORADO CITY	CO	81019	Leased	None
25	Mini Mart, Inc.	4800 THATCHER	PUEBLO	CO	81005	Leased	None
26	Mini Mart, Inc.	260 E. HWY 24	WOODLAND PARK	CO	80866	Leased	None
28	Mini Mart, Inc.	120 S. SANTA FE	PUEBLO	CO	81003	Owned	None
33	Mini Mart, Inc.	2802 E. PIKES PEAK AVE.	COLO SPRINGS	CO	80909	Leased	None
34	Mini Mart, Inc.	33 MONTEBELLO	PUEBLO	CO	81001	Leased	None
35	Mini Mart, Inc.	36031 HWY 50 EAST	PUEBLO	CO	81008	Leased	None
36	Mini Mart, Inc.	710 CHEYENNE MEADOWS RD	COLO SPRINGS	CO	80908	Leased	None
37	Mini Mart, Inc.	3980 IVYWOOD	PUEBLO	CO	81005	Owned	None
38	Mini Mart, Inc.	1002 BONFORTE BLVD	PUEBLO	CO	81001	Leased	None
39	Mini Mart, Inc.	2505 S. CHELTON	COLO SPRINGS	CO	80916	Leased	None
40	Mini Mart, Inc.	4335 AIRPORT ROAD	COLO SPRINGS	CO	80915	Leased	None
41	Mini Mart, Inc.	6857 SPACE VILLAGE AVE.	COLO SPRINGS	CO	80915	Leased	None
42	Mini Mart, Inc.	1930 S. ACADEMY	COLO SPRINGS	CO	80910	Leased	None
43	Mini Mart, Inc.	9384 S. JORDAN ROAD	PARKER	CO	80134	Owned	None
45	Mini Mart, Inc.	3705 DRENNAN ROAD	COLO SPRINGS	CO	80910	Leased	None
47	Mini Mart, Inc.	0112 FAIRGROUNDS ROAD	EAGLE	CO	81631	Leased	None
48	Mini Mart, Inc.	291 MAIN STREET	FRISCO	CO	80443	Leased	None
49	Mini Mart, Inc.	305 N. 10TH STREET	ROCKYFORD	CO	81087	Leased	None
50	Mini Mart, Inc.	1025 5TH STREET	CALHAN	CO	80808	Leased	None
52	Mini Mart, Inc.	2405 NORTHERN AVE	PUEBLO	CO	81004	Leased	None
53	Mini Mart, Inc.	6695 GALLEY ROAD	COLO SPRINGS	CO	80915	Leased	None
54	Mini Mart, Inc.	912 ROYAL GORGE BLVD	CANON CITY	CO	81212	Leased	None
55	Mini Mart, Inc.	448 HWY 50 EAST	SALIDA	CO	81201	Leased	None
56	Mini Mart, Inc.	137 MANITOU AVENUE	MANITOU SPRINGS	CO	80829	Leased	None
57	Mini Mart, Inc.	1107 S. MAIN STREET	LAMAR	CO	81052	Leased	None
58	Mini Mart, Inc.	300 N. MAIN STREET	LAMAR	CO	81052	Leased	None
59	Mini Mart, Inc.	415 AMBASSADOR THOMPSON	LAS ANIMAS	CO	81054	Leased	None
60	Mini Mart, Inc.	440 N. PARK	BRECKENRIDGE	CO	80424	Leased	None
61	Mini Mart, Inc.	13854 GLENEAGLE DRIVE	COLO SPRINGS	CO	80921	Leased	None
64	Mini Mart, Inc.	707 MAIN STREET	LIMON	CO	80828	Owned	None
65	Mini Mart, Inc.	2119 E. 4TH STREET	PUEBLO	CO	81001	Leased	None
66	Mini Mart, Inc.	317 E. HIGH	FLAGLER	CO	80815	Owned	None
67	Mini Mart, Inc.	1525 W. 4TH STREET	PUEBLO	CO	81004	Leased	None
68	Mini Mart, Inc.	109 W. 4TH STREET	HUGO	CO	80821	Leased	None
69	Mini Mart, Inc.	819 W. HWY 24	WOODLAND PARK	CO	80866	Leased	None
70	Mini Mart, Inc.	4001 JERRY MURPHY DR	PUEBLO	CO	81001	Leased	None
71	Mini Mart, Inc.	1201 W. 17TH STREET	PUEBLO	CO	81003	Leased	None
73	Mini Mart, Inc.	2202 W. 18TH STREET	PUEBLO	CO	81003	Leased	None
74	Mini Mart, Inc.	31918 HWY 96 EAST	PUEBLO	CO	81006	Leased	None
75	Mini Mart, Inc.	1709 SANTA FE DRIVE	PUEBLO	CO	81008	Leased	None
76	Mini Mart, Inc.	506 E. MAIN STREET	FLORENCE	CO	81226	Leased	None
78	Mini Mart, Inc.	2120 OAKSHIRE LANE	PUEBLO	CO	81001	Owned	None
79	Mini Mart, Inc.	420 EAGLERIDGE BLVD	PUEBLO	CO	81008	Owned	None
80	Mini Mart, Inc.	102 S. SANTA FE AVE	FOUNTAIN	CO	80817	Leased	None
81	Mini Mart, Inc.	102 N. RUBEY DRIVE	GOLDEN	CO	80401	Leased	None
82	Mini Mart, Inc.	14 W. SPAULDING	PUEBLO WEST	CO	81007	Owned	None
83	Mini Mart, Inc.	700 WARNER DRIVE	GOLDEN	CO	80401	Leased	None
84	Mini Mart, Inc.	1104 PUEBLO BLVD. WAY	PUEBLO	CO	81005	Owned	None
85	Mini Mart, Inc.	138 SOUTH PURCELL BLVD	PUEBLO WEST	CO	81007	Owned	None
86	Mini Mart, Inc.	2810 TROY AVE.	PUEBLO	CO	81001	Leased	None
87	Mini Mart, Inc.	4126 WEST NORTHERN AVE.	PUEBLO	CO	81005	Leased	None
89	Mini Mart, Inc.	1277 BERGEN PARKWAY	EVERGREEN	CO	80439	Leased	None
90	Mini Mart, Inc.	26067 CONIFER ROAD	CONIFER	CO	80433	Leased	None
91	Mini Mart, Inc.	5375 AIRPORT ROAD	COLO SPRINGS	CO	80918	Owned	None
92	Mini Mart, Inc.	1019 SPACE CENTER DR.	COLO SPRINGS	CO	80915	Owned	None
93	Mini Mart, Inc.	905 W. HWY 50	PUEBLO	CO	81008	Owned	None
94	Mini Mart, Inc.	16355 W. 64TH AVE.	ARVADA	CO	80007	Leased	None
95	Mini Mart, Inc.	200 LASHLEY STREET	LONGMONT	CO	80501	Owned	None
97	Mini Mart, Inc.	173 BULLDOGGER LANE	BAILEY	CO	80421	Leased	None
98	Mini Mart, Inc.	5825 N. ACADEMY	COLO SPRINGS	CO	80918	Owned	None
99	Mini Mart, Inc.	4098 ARROWS WEST DRIVE	COLO SPRINGS	CO	80917	Owned	None
202	Mini Mart, Inc.	1818 NORWOOD	PUEBLO	CO	81001	Owned	None
601	Mini Mart, Inc.	7055 ALEGRE CIRCLE	FOUNTAIN	CO	80817	Owned	None
801	Mini Mart, Inc.	1495 S. COLORADO BLVD.	DENVER	CO	80222	Owned	None
803	Mini Mart, Inc.	490 W. HAMPDEN	ENGLEWOOD	CO	80110	Owned	None
804	Mini Mart, Inc.	555 MARKETPLACE PLAZA	STEAMBOAT SPRINGS	CO	80488	Owned	None
807	Mini Mart, Inc.	710 COPPER CENTER PRKWY	COLO SPRINGS	CO	80921	Owned	None
846	Mini Mart, Inc.	8211 SIXTH STREET	WELLINGTON	CO	80549	Owned	None
848	Mini Mart, Inc.	1201 MAIN STREET	WINDSOR	CO	80550	Owned	None
850	Mini Mart, Inc.	1001 39TH AVENUE	GREELEY	CO	80634	Leased	None
852	Mini Mart, Inc.	3200 23RD AVENUE	EVANS	CO	80620	Owned	None
858	Mini Mart, Inc.	1801 N. COLLEGE AVENUE	FT. COLLINS	CO	80524	Leased	None
867	Mini Mart, Inc.	783 W. HWY 64	RANGELY	CO	81648	Leased	None
868	Mini Mart, Inc.	101 W. BRONTOSAURUS BLVD.	DINOSAUR	CO	81810	Leased	None
869	Mini Mart, Inc.	2441 WEST VICTORY WAY	CRAIG	CO	81625	Leased	None

**POLICE
REPORTS**

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

- Name and address of Applicant} Mini Mart, Inc.
442 Keeler Parkway
Pueblo, CO 81001-4813
1. Trade Name and Address} Loaf N Jug #12
67 Center Court
Johnstown, CO 80534
2. Date of Application: 11/12/2013
3. Type of Application: 3.2% Beer Off Premises License
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} CBD
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership} Rented
5. Evidence of Public Notice
- A. Posting of Premises} N/A
 - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their 3.2% Beer Off Premises License
 - B. Loaf N Jug #12 has operated legally during its last license period.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Loaf N Jug presently holds license #03279430129 that expires February 28, 2014
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.


CHIEF OF POLICE

12/2/13
DATE

**JOHNSTOWN POLICE DEPT.
LIQUOR LICENSE RENEWAL INFORMATION SHEET**

APPLICANT: **Loaf N Jug #12**

ADDRESS: **67 Center Court**

TYPE LICENSE: **3.2% Beer Off Premises License**

POLICE CALLS FOR SERVICE AT THIS LOCATION:

LIQUOR VIOLATIONS AT THIS LOCATION:

ARRESTS DUE TO ALCOHOL AT THIS LOCATION:

JPD RECOMMENDATION FOR RENEWAL: YES XXX NO _____

REPORTING OFFICER:



DATE:

12/2/13

ADDITIONAL INFORMATION: ** All calls were minor service calls.

AGENDA ITEM 9C

**24 HOUR
FLEX
PROGRAM
AGREEMENT**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 6, 2014

ITEM NUMBER: 9C

SUBJECT: Consider Twenty-Four (24) Hour Flex Program Agreement

ACTION PROPOSED: Approve Agreement

PRESENTED BY: Town Manager, Mr. Gary Clark, Senior Account Executive-HUB International Insurance Services

AGENDA ITEM DESCRIPTION: A Health Reimbursement Arrangement (HRA) is an agreement between employer and employee that triggers a release of funds to employees when certain events occur. HRAs are commonly used to supplement a fully insured health insurance program rather than actually purchase a higher level of coverage from the insurance company. Rather than agreeing to pay a higher premium level to continue with the existing health insurance plan, the Town has elected to move to a higher deductible program for lower premium levels and use the saved premium dollars for the reimbursement of any higher deductibles that members incur, if and when they incur them.

The total cost for administering the program is \$2,138.40 for the year.

*Mr. Gary Clark, Senior Account Executive with HUB International Insurance Services will be in attendance to explain the HRA.

LEGAL ADVICE: The Town Attorney has reviewed the agreement.

FINANCIAL ADVICE: According to the Town Treasurer, funds are available in the 2014 budget for the program.

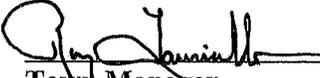
RECOMMENDED ACTION: Approve Agreement

SUGGESTED MOTIONS:

For Approval: I move to approve the 24 Hour Flex Program Agreement and authorize the Mayor to sign it.

For Denial: I move to deny approval of the 24 Hour Flex Program Agreement.

Reviewed:


Town Manager

AGREEMENT

24HourFlex Program Agreement ("Agreement")

This Agreement, effective December 1, 2013 ("Administration Start Date"), including the following Schedules;

- Administrative Service Agreement
- Business Associate Contract
- Account Funding Agreement
- Proposal

is made between Dufford & Brown, P.C. ("Employer"), Dufford & Brown, P.C., ("Covered Entity"), and RPS Plan Administrators, DBA 24HourFlex ("TPA").

By signing below, signatories on behalf of the Employer and Covered Entity acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, the signatories acknowledge that they have the authority to enter into, or terminate the Agreement on behalf of the Employer and Covered Entity. If the signatories' status and or authority changes, the signatories have the affirmative obligation to alert TPA in a timely fashion.

Employer and Covered Entity

Authorized Signatory's Name: _____ Title: _____

Authorized Signatory's Signature: _____ Date: _____

Employer Address:

1700 Broadway
Ste. 1700
Denver, CO 80290-1701

By signing below, the signatory on behalf of the TPA hereby agrees to the duties as described in this Agreement.

TPA

Authorized Signatory's Name: Nathan Carlson Title: President and CEO

Authorized Signatory's Signature:  Date: November 13, 2013

TPA Address:

7100 E. Belleview, Ste 300, Greenwood Village, CO 80111

**ADMINISTRATIVE
SERVICE
AGREEMENT**

Administrative Service Agreement

This Administrative Service Agreement, between Employer and TPA, shall establish the terms and conditions under which TPA agrees to provide administrative services with respect to each of the following Employer's plan(s): Medical FSA, Dependent Care FSA, HSA, Limited Purpose FSA, hereafter referred to collectively as the "Plan".

1. Administration:

A. EMPLOYER shall:

1. Furnish TPA with a properly executed copy of the Plan Document, Summary Plan Description, and any resolutions enacted pertaining to the adoption and operation of the Plan.
2. Determine the Employer's employees ("Employees") who are eligible to participate in the Plan. The submission of an Employee's completed and executed Participation Form or data to TPA shall in itself inform TPA that this Employee is eligible to participate (a "Participant") in the Plan and shall relieve TPA of any requirement to investigate the eligible status of the Participant. The absence of or delay in notification of an Employee's eligibility status or change of eligibility status under the Plan may result in erroneous payments to a participant. In this event, the risk of loss will be the burden of the Employer and it will then be the responsibility of the Employer to collect any erroneous payments from the employee.
3. Determine all procedures and practices to be followed pertaining to the Plan and its administration.
4. Provide to TPA, in the format specified by TPA, enrollment data, contribution data, and annual discrimination testing data.
5. Withhold from participant's pay non-qualified expense amounts owed back to the Plan if TPA is unable to collect said amounts.
6. At least monthly review the Plan's accounting reports provided to the Employer by TPA via the Employer's online account and report any errors or irregularities to TPA within thirty days.
7. Notify TPA immediately upon the termination of a Participant, or immediately upon any other event that requires the de-activation of a Participant's 24HourFlex Benefits Card.
8. During the continuance of the Administrative Service Agreement, Employer agrees, to the extent it legally can, subject to the Colorado Governmental Immunity Act, to indemnify and hold TPA harmless against any and all claims, liabilities, loss, damage and expense with respect to the Plan, and/or the negligent, dishonest, fraudulent, or criminal acts of Employer employees, acting alone or in collusion with others.

B. TPA shall:

1. Provide Employer with online access to account information, enrollment forms, and claim

reimbursement forms.

2. Prepare and distribute reimbursement(s) to eligible employees for eligible expenses as described in the Plan.
3. Provide Employer with online access whereby Employer can generate reports including, check registers, enrollment reports, daily, weekly or monthly transaction reports, and year-to-date statements.
4. If required by the IRS, provide data for Employer's annual IRS Form 5500.
5. Using information supplied by Employer, not less than annually calculate the required discrimination tests found in IRC 125 and 129, or other applicable Code sections, transmitting such results to Employer and recommending any corrective actions, if necessary.
6. During the continuance of the Administrative Service Agreement, TPA agrees to indemnify and hold Employer harmless against any and all claims, liabilities, loss, damage and expense with respect to the Plan, in any way resulting from, connected with, or arising out of this Administrative Service Agreement and/or the negligent, dishonest, fraudulent, or criminal acts of TPA employees, acting alone or in collusion with others.

2. Plan Administration Fee:

Following the fee schedule outlined in the Proposal, for every month that TPA provides services to the Plan, the Employer shall pay to TPA a monthly administration fee based upon the number of Plan Participants, defined as an Employee who, at any time during the plan year enrolled in the Plan without regard to his or her actual funding status in the spending account(s) and without regard to his or her employment status. During the Plan's "run-out period", as defined by the Plan document, the monthly administration fee is calculated by multiplying the number of Plan Participants for billing purposes, which is the greater a) of the number of Plan Participants in the prior plan year or b) the number of Plan Participants in the new plan year, by the per head rate in effect at the beginning of the new plan year.

3. Liability and Indemnity:

Although TPA serves as Employer's independent contractor for services rendered pursuant to this Administrative Service Agreement, TPA does not insure or underwrite the liability of the Employer under the Plan, has no discretionary authority under the Plan, and is not a fiduciary as defined under the Employee Retirement Income Security Act of 1976 ("ERISA") or other applicable state law. The Employer is the Plan Administrator, as stated in the Plan Documents, and as such the Employer retains all discretionary authority with respect to the Plan, and the Employer retains the ultimate responsibility for all Plan activities, including general compliance with ERISA and or the Internal Revenue Code (the "Code"), any claims review and reimbursements made under the Plan, all unused employee contributions, and all expenses incident to the Plan, including any retroactive tax assessments that might result from an IRS ruling, regulation, audit, or any determination whatsoever. The Employer should seek legal counsel to review the Plan Document and Summary Plan Description, as amended from time to time, to determine the types of expenses that are allowed to be paid as qualified expenses under this Administrative Service Agreement, as well as to ensure the Employer is meeting its general compliance obligations in the sponsorship of its Plan. TPA will not have an obligation to investigate a Participant's

request for reimbursement and can rely on receipts and documentation provided by the Participant when determining the expenses' compliance with the adjudication rules established by the Employer.

4. Term of Administrative Service Agreement and Cancellation:

A. The Initial Term of this Administrative Service Agreement shall be for the 12 month period beginning on the Administration Start Date. If not canceled in accordance with paragraph 4(B), this Administrative Service Agreement shall be renewed automatically for successive twelve month periods thereafter.

B. This Administrative Service Agreement may be canceled by either party at any time provided that written notice of such cancellation is received by the other party not later than forty five (45) days prior to the effective date of the cancellation.

C. Employer agrees to pay in full any uncontested invoices prepared by TPA for services rendered to Employer by TPA within 30 days of the receipt of such invoice. Employer agrees to pay an interest charge equal to one and one-half percent per month times the outstanding balance of the invoice for any uncontested invoice not paid within 30 days of receipt of such invoice. At TPA's discretion, TPA may immediately terminate the performance of any further services under this Administrative Service Agreement as of the date on which Employer either: (1) fails to pay fees and expenses owing to TPA under this Administrative Service Agreement, as set forth above; or (2) fails to immediately transfer or fund necessary amounts needed by TPA to pay approved expenses amounts or re-establish the Minimum Maintenance Deposit amount;

D. Upon termination of this Administrative Service Agreement, Employer shall be entitled, upon request, to have the data TPA has maintained for qualified claims or losses (but not including any computer hardware, firmware, software or other proprietary information of TPA); provided, however, that TPA or its agents, employees or attorneys shall continue to be entitled to inspect such files and make copies or extracts therefrom as reasonably required and upon advance notice to the Employer. If Employer does not request these files within 90 days from the date of the written termination notice by the Employer, to the extent consistent with the requirements of applicable law, the files will be retained or destroyed at TPA's option and, except to the extent provided under applicable law, the Employer shall have no recourse against TPA for failure to retain them.

5. Unpaid Benefit Checks:

In compliance with the Employer's Plan Document and any applicable state or federal law requirements, any unclaimed fund amounts remaining unpaid more than 365 days after the close of the plan year in which the claim is incurred, after consideration of applicable "grace periods", are forfeited and returned to the Employer, minus any undisputed fees and expenses that are owing to TPA pursuant to this Administrative Service Agreement.

6. Practice of Law:

It is understood and agreed that TPA will not perform, and Employer will not request performance of, any services which may constitute the unauthorized practice of law.

7. Notice:

Any notice required to be given under this Administrative Service Agreement shall be sent by certified or registered mail to TPA contact outlined on the 24HourFlex Service Agreement, or such forwarding address that TPA may communicate in writing to Employer, and to the Human Resource Department at Employer in the case of Employer.

8. Successors:

TPA may assign or transfer this Administrative Service Agreement and attachments or amendments issued hereunder in connection with the sale of its assets, stock, or securities or in connection with any change of control.

9. Entire Administrative Service Agreement and Modification or Amendment:

This Administrative Service Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Administrative Service Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Administrative Service Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Administrative Service Agreement shall continue in full force and effect.

10. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Administrative Service Agreement.

11. Applicable Law:

The terms and conditions of this Administrative Service Agreement shall be governed by the laws of the State of Colorado.

12. Independent Contractor

TPA is an independent contractor. Notwithstanding any provision appearing in this Administrative Service Agreement, all personnel assigned by TPA to perform work under the terms of this Administrative Service Agreement shall be, and remain at all times, employees or agents of TPA for all purposes. TPA shall make no representation that it is the employee of Employer for any purposes.

13. Acts of God

Any delays in or failure of performance by any Party of its obligations under this Administrative Service Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, wars, national pandemics, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

**BUSINESS
ASSOCIATE
CONTRACT**

Business Associate Contract

This Business Associate Contract (Agreement) is entered into by and between Covered Entity and TPA ("Business Associate"), effective as of the earlier of the signature date of the Program Agreement or 9/23/2013, for Administration Agreements in existence prior to 9/23/2013.

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification regulations issued under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as set forth in 45 C.F.R. Parts 160 and 164, as amended (including amendments under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5) (HIPAA Privacy and Security Rules);

WHEREAS, Business Associate provides claims administrative services with respect to Covered Entity's health care flexible spending account plan and/or health reimbursement arrangement ("Plan") pursuant to an Administrative Service Agreement between Business Associate and Employer, acting on behalf of Covered Entity with respect to arranging for claims administration services;

WHEREAS, the claims administrative function for which Business Associate has been retained by the Covered Entity to perform on behalf of the Covered Entity requires that the Business Associate have access to Protected Health Information (PHI);

WHEREAS, Covered Entity and Business Associate (each a "Party" and together the "Parties") desire to enter into this Agreement to provide Covered Entity satisfactory assurances from Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules and to satisfy all other provisions required by the HIPAA Privacy and Security Rules to be in place for business associates; and

WHEREAS, the Parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

A. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member to perform the following functions, activities, or services for, or on behalf of, Covered Entity, except as otherwise limited by this Agreement, or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, and customer service, to the extent set forth in the Administrative Service Agreement. Such permissible use and disclosure shall also include continuation coverage functions and activities with respect to the Covered Entity if Business Associate has also been retained to provide such continuation coverage administrative services.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.

In disclosing to any person any PHI received in its capacity as Business Associate, Business Associate shall, unless the disclosure is required by law, obtain reasonable assurances from that person that the person will (a) hold Covered Entity's PHI in confidence and use or further disclose Covered Entity's PHI only for the purpose for which Business Associate disclosed the PHI to the person or entity or as required by law, and (b) promptly notify Business Associate (who will in turn notify Covered Entity in accordance with the breach notification provisions, as appropriate) of any instances of which the person is aware in which the confidentiality of the PHI was breached.

B. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Privacy and Security Rules.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI, report to Covered Entity any such disclosure.
4. Breach of Unsecured PHI. Business Associate shall notify Covered Entity of a breach of unsecured PHI, as defined by the applicable regulations, without unreasonable delay, not later than 60 days after Business Associate discovers same, as provided in applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.
 1. Security Incidents. Business Associate shall promptly report to Covered Entity any security incident of which it becomes aware, in accordance with the HIPAA Security Rule. For purposes of this Agreement, except as the Parties shall otherwise agree in writing, "security incident" shall mean any successful unauthorized access to, use, disclosure, modification or destruction of, or interference with, electronic Protected Health Information. Upon request from Covered Entity, Business Associate agrees to provide information to Covered Entity on unsuccessful unauthorized access to, use, disclosure, modification, or destruction of electronic Protected Health Information to the extent such information is available to Business Associate.
 2. Agreements with Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including implementing reasonable and appropriate safeguards to protect electronic PHI. Such written agreement shall include, without limitation, the commitment to (a) notify Business Associate of any instance discovered by the person of a breach of Covered Entity's unsecured PHI in accordance with B.4 of this Agreement, and (b) to require the same written agreement of that agent's or subcontractor's own agents and subcontractors as is required under this paragraph B.6 by Business Associate.
 3. Access to Information. Within ten (10) business days of a request by the Covered Entity for access

to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days and provide a copy of electronic PHI in an electronic format to the extent required under the applicable regulations. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

4. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
5. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
6. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI disclosed for purposes of treatment, payment or health care operations maintained in an electronic health record, beginning on the applicable effective date of such requirement pursuant to the HIPAA Privacy and Security Rules). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

11. Remuneration in Exchange for PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless Employer or Business Associate obtains from the individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HIPAA Privacy and Security Rules.

12. Compliance with Transaction Standards. If Business Associate conducts in whole or in part electronic transactions on behalf of the Plan, Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets as set forth in the "Electronic Data Interchange (EDI) Standards" at 45 CFR Part 162, as well as all operating rules that apply to standard transactions, submission of certifications concerning standard transactions, and all other electronic data interchange requirements included in the Patient Protection and Affordable Care Act of 2010. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard

transactions on its behalf will comply with the EDI Standards.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity, except that Business Associate shall be permitted to use PHI as set forth in this Agreement.

E. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section E(2) of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:

a. Termination For Cause by Covered Entity

This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraphs A or B of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

b. Termination for Cause by Business Associate

Effective February 17, 2010, this Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs C or D of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Business Associate's sole discretion, Covered Entity hereby acknowledges that the Business Associate shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

c. Termination Due To Change in Law

Either Party may terminate this Agreement effective upon thirty (30) days advance written notice to the other Party in the event that the terminating Party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

d. Termination Without Cause

Either may terminate this Agreement effective upon forty five (45) days advance written notice to the other Party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B and C shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

F. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.501, or other provisions of the HIPAA Privacy and Security Rules. Capitalized terms within this Agreement are defined in the text or as follows:

1. Designated Record Set means a group of records maintained by or for the Covered Entity that is (a) medical records and billing records about individuals maintained by or for the Covered Entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
2. Protected Health Information (PHI) as defined at 45 CFR 164.501 means information that is received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, whether oral, written, or electronic, that
 - a) is created or received by a health care provider, health plan, employer, or health care clearinghouse, and
 - b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

G. GENERAL PROVISIONS

1. Amendment: Waiver. This Agreement may not be modified, nor shall any provision be waived or amended, except by the mutual written agreement of the Parties' authorized representatives. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA. Notwithstanding the previous statements in this section, Covered Entity and Business Associate (i) acknowledge that enactment of the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 amended certain provisions of the HIPAA Privacy and Security Rules in ways that now directly regulate, or will on future dates directly regulate, Business Associate's obligations and activities under the HIPAA Privacy and Security Rules, and (ii) agree that this Agreement shall be deemed amended to the extent necessary to meet the requirements applicable under Public Law 111-5, which requirements are hereby incorporated by reference into the Agreement. Covered Entity and Business Associate agree to comply, as of the applicable effective dates, with each such incorporated HIPAA obligation.
1. Remedies. The Parties acknowledge that breach of Paragraphs A or B of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either Party has actual notice of an intended breach, such Party shall be entitled to a remedy of specific performance and/or injunction enjoining the other Party from violating or further violating this Agreement. The Parties agree the election of the Party to seek injunctive relief and or specific

performance of this Agreement does not foreclose or have any effect on any right such Party may have to recover damages.

2. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraphs A and B survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
3. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Nineteenth Judicial District.
4. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any Party to this Agreement without the prior written consent of the other Party.
5. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA. The terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not in favor of or against any Party by reason of that Party's preparation of this Agreement.
7. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the Parties' respective addresses as written below or to such other address as the Parties may from time to time designate in writing.
8. Employer Status. Employer acknowledges that it is legally responsible for ensuring that all obligations of Covered Entity are fulfilled under the Agreement and has undertaken to act on behalf of Covered Entity in all respects regarding matters pertinent to this Agreement.
9. Prior Business Associate Agreements. This Agreement replaces any business associate agreement previously entered into between the Parties.
10. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and the same document.

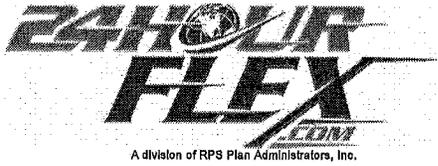
**ACCOUNT
FUNDING
AGREEMENT**

Account Funding Agreement

This Account Funding Agreement between Employer and TPA shall establish the terms and conditions under which Employer will maintain funding for their Section 125 Cafeteria Plan.

1. The Employer shall provide a bank account from which TPA will be authorized to pull reimbursements for all claims paid to participants on a daily, weekly or monthly basis as agreed to on the Post Disbursement Funding Authorization Form. Employer agrees to notify TPA of any bank account changes at least five business days in advance of the required change.
2. The Employer agrees to provide a Minimum Maintenance Balance to TPA if weekly or monthly post disbursement funding options are selected on the Post Disbursement Funding Authorization Form. If the Minimum Maintenance Balance at any point is exhausted prior to the next scheduled funding date Employer agrees to provide additional funding to TPA within forty-eight hours to rectify the deficit. If funding is not provided within forty-eight hours all plan participants' debit cards will be temporarily suspended and no check or ACH reimbursements will be processed until the additional funding is received from the Employer.
3. If an ACH debit on the Employer provided bank account, initiated by the TPA, is declined there will be a \$250 fee imposed for each day TPA is unable to draft required funds.
4. Unless other arrangements are made, the Employer authorizes TPA to receive payment for its monthly administrative fees, as described in the Administrative Service Agreement, via a monthly ACH draft of the Employer checking account.

PROPOSAL



Fee Quote for:
Town of Johnstown
 Standard HRA

Referring Broker:
 Brokerage Firm:

Carrie Bryan
 HUB International
 Preferred Pricing

Date of quote:
 Quote effective for Plan Year beginning:

01-Oct-13
 01-Jan-14

Assumptions: Estimated Number of Flex Participants:
 Estimated Number of HSA Participants:
 Estimated Number of HRA Participants: 36
 Estimated Number of Qualified Transportation Participants:
 Does not include the use of the 24HourFlex Debit Card
 Client will utilize the 24HourFlex Trust account rather than a separate Cafeteria checking account,
 authorize 24HourFlex to fund the account via ACH Draft, and adhere to its Funding Policy
 Client will provide enrollment and contribution data in an electronic format

Plan Document Fee | Plan Document Charge | \$300.00
 | Plan Document amendment fee | \$95.00

Installation Fee | One-time Plan Installation charge | \$150.00
 | Free assistance at employee enrollment meetings, within 100 miles of Greenwood Village, Colorado
 | Travel cost of \$.51 per mile, or the actual cost of air travel and lodging, will apply outside the above limit
 | Complementary enrollment meetings are given at a rate of 1 meeting per 100 eligible employees
 | Charge of \$95 per meeting will apply for additional meetings and will be added to the installation fee

		2014 Rate
Monthly Administrative Fee	Base Charge	\$45.00
	Participant Charge--Health Reimbursement Account plan	\$3.70
	Total Monthly Fee, with above assumptions:	\$178.20

Minimum Monthly Fee is \$125.

Summary of Administrative Services | Daily adjudication and processing of claims
 | Participant online access to complete participant data
 | Participant customer support via a toll-free 1-800 number
 | Toll-free 1-800 number for faxing of Claim forms
 | Annual non-discrimination testing, if required
 | Completion of IRS form 5500, if required
 | Employer online access to participant and plan data
 | Employer on-demand, online reporting

This quote does not include any banking charges which may be charged by the client's bank.

AGENDA ITEM 9D

**DESIGNATION
OF
PUBLIC
POSTING AREAS**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 6, 2014

ITEM NUMBER: 9D

SUBJECT: Consider Designation of Public Notice Posting Areas

ACTION PROPOSED: Designate Public Notice Posting Areas

PRESENTED BY: Town Clerk

AGENDA ITEM DESCRIPTION:

Colorado Revised Statutes (C.R.S.) 24-6-402 (c) (Meetings-Open to Public) states, in part the following:

"Any meeting at which the adoption of any proposed policy, position, resolution, regulation or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice to the public. In addition to any other means of full and timely notice, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to holding the meeting.

The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

LEGAL ADVICE: N/A

FINANCIAL ADVICE: N/A

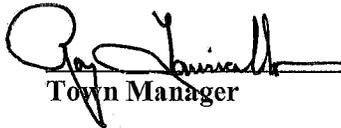
RECOMMENDED ACTION: Designate front entryway of Johnstown Town Hall as a public notice posting area.

SUGGESTED MOTIONS:

For Approval: I move to designate the front entryway of Johnstown Town Hall as a public notice posting area.

For Denial:

Reviewed:


Town Manager

AGENDA ITEM 9E

**ANNUAL
DEVELOPMENT FEES
ADJUSTMENT**

TOWN COUNCIL AGENDA COMMUNICATION

AGENDA DATE: January 6, 2014

ITEM NUMBER: 9E

SUBJECT: Consider Annual Development Fees Adjustment

ACTION PROPOSED: No Action is required

PRESENTED BY: Town Manager and Planner

AGENDA ITEM DESCRIPTION: In accordance with the Johnstown Municipal Code, Section 17-223, development fees (impact fees) are subject to annual adjustment for inflation, referencing the Engineering News Record Construction Cost Index for the Denver Metropolitan Area. The annual increase is automatic unless Town Council acts to waive the adjustment. The Council waived the fees in 2012, and in 2013 the fees increased by 1.4%.

According to Town Engineer John Cotten, the Cost Index has increased by point five percent (0.5%), a slight increase. A single family home which now pays **\$4,725.84** (detailed in the table below) would pay **\$4,749.47** in impact fees. The development fee for a 100,000sf commercial office building would increase from **\$204,000.00** to **\$205,020.00**. The development fee for a 100,000sf light industrial building would increase from **\$117,000.00** to **\$117,585.00**

Development Fee - Single Family Detached	2013	2014	0.5% increase
Parks & Open Space Development Fee	\$ 1,106.07	\$ 1,111.60	\$ 5.53
Library Facilities Development Fee	219.19	220.29	1.10
Public Facilities Development Fee	1,137.67	1,143.36	5.69
Police Facilities Development Fee	426.62	428.75	2.13
Transportation Facilities Development Fee	1,836.29	\$ 1,845.47	9.18
Total fee	\$ 4,725.84	\$ 4,749.47	
Total increase for house building permit			\$ 23.63
Commercial Office (100,000sf)			
Public facilities Fee (\$0.69/sf)	\$ 69,000.00	\$ 69,345.00	\$ 345.00
Police Fee (\$0.07/sf)	7,000.00	7,035.00	35.00
Transportation fee (\$1.28/sf)	128,000.00	128,640.00	640.00
Total fee	\$ 204,000.00	\$ 205,020.00	
Total increase for office building permit			\$1,020.00
Light Industrial (100,000sf)			
Public Facilities Fee (\$0.44/sf)	\$ 44,000.00	\$ 44,220.00	\$ 220.00
Police Fee (\$0.05/sf)	5,000.00	5,025.00	25.00
Transportation Fee (\$0.68/sf)	68,000.00	68,340.00	340.00
Total fee	\$ 117,000.00	\$ 117,585.00	
Total increase for light industrial building permit			\$ 585.00

LEGAL ADVICE: A resolution would be require to amend or waive the automatic fee increase.

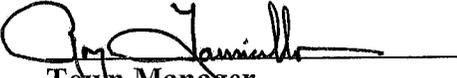
FINANCIAL ADVICE: The economy is improving as is the housing market. Impact fees need to reflect costs of public improvements.

RECOMMENDED ACTION: No action is recommended. The fees will automatically increase by 0.5%.

SUGGESTED MOTIONS:

A motion is not required.

Reviewed:


Town Manager

