



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 17, 2021 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

PUBLIC COMMENT

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

CONSENT AGENDA

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

- [1.](#) Minutes - May 3, 2021.
- [2.](#) Financial Statements - April 2021
- [3.](#) List of Bills - May 2021
- [4.](#) Water and Sewer Service Agreement- Revere at Johnstown Subdivision Filing No. 1
- [5.](#) Subdivision Development and Improvement Agreement - Revere at Johnstown Filing No. 1

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

PUBLIC HEARING

- [7.](#) The Granary Preliminary Subdivision Plat and Development Plans - Continued from May 3, 2021

NEW BUSINESS

- [8.](#) Resolution 2021-15: A Resolution Amending The Fiscal Year 2021 Budget And Appropriating Additional Sums Of Money To Defray Expenses In Excess Of Amounts Budgeted For The Town Of Johnstown
- [9.](#) CDOT State Highway 60 Waterline Replacement Project

[10.](#) Award of a CMaR Contractor for Low Point Treatment Plant Expansion

[11.](#) Consideration of an Intergovernmental Agreement (IGA) and the State Highway 34 Access Control Plan

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

EXECUTIVE SESSION

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

The Community That Cares

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Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 03, 2021 at 7:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Gary Lebsack
Councilmember Chad Young
Councilmember Amy Tallent
Councilmember Damien Berg
Councilmember Jesse Molinar
Councilmember Troy Mellon

ABSENT

Councilmember Kevin Lemasters

Staff Present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Marco Carani, Public Works Director, Sarah Crosthwaite, Economic Development Manager and Commander Aaron Sanchez.

SPECIAL PRESENTATIONS

1. Proclamation - Mental Health Awareness Month – A Proclamation declaring May as Mental Health Awareness Month was read.

AGENDA APPROVAL

Motion made by Councilmember Molinar, seconded by Councilmember Tallent to approve the Agenda.
Motion carried with a roll call vote.

PUBLIC COMMENT

Angeline Chaney of 6338 County Road 52 1/4 asked Council if recycling is being made a priority and if a recycling drop off location is possible.

Renelle Broughton of 2105 Tristi Court expressed concerns on how sustainable it is to keep building more subdivisions and where is the water coming from to support them.

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May 3, 2021

CONSENT AGENDA

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

- Minutes – April 29, 2021
- Minutes – April 26, 2021
- Water and Sewer Service Agreement – TL Venture Properties, LLC
- Second Reading – Ordinance No. 2021-196, An Ordinance Amending Chapter 6 of the Johnstown Municipal Code to Include Article XI, Outdoor Vendors
- Second Reading – Ordinance 2021-197, Amending Section 17-230(a) of the Johnstown Municipal Code Concerning Impact Fees Imposed on Behalf of the Loveland Fire Rescue Authority

PUBLIC HEARING

1. The Granary Preliminary Subdivision Plat and Development Plans –

Mayor Lebsack opened the Public Hearing at 7:17 p.m. The applicant requested the public hearing be continued to May 17, 2021. Councilmember Mellon had concerns with some of the street names listed on the preliminary plat and wanted to have it on record, so the developer is aware and can modify the street names prior to the rescheduled public hearing. Having no public comments closed the meeting at 7:23 p.m. Motion made by Councilmember Mellon, seconded by Councilmember Tallent to continue the Public Hearing for the Granary Preliminary Subdivision to Monday, May 17, 2021 at 7:00 p.m. Motion carried with a roll call vote.

NEW BUSINESS

1. Contract Award for 2021 Regional Broadband Needs Assessment and Feasibility Study - The Towns of Berthoud, Johnstown, Mead and Milliken issued a joint RFP for a Regional Broadband Needs Assessment and Feasibility Study. The RFP was issued in February and the proposals were received and opened in March. Representatives from each of the municipalities reviewed the 4 proposals submitted and selected the top 2 applicants. The consensus was to award the project to Magellan Advisors. Motion made by Councilmember Young, seconded by Councilmember Tallent to approve the Town of Johnstown Professional Services Agreement awarding a contract to Magellan Advisors Inc. Motion carried with a roll call vote.

2. Contract Award for 2021 Regional Broadband Needs Assessment and Feasibility Study – Owner’s Representative – This is a request to approve a Professional Services Agreement with Peak View Enterprises to operate as the Owners Representative for the 2021 Regional Broadband Needs Assessment and Feasibility Study. Motion made by Councilmember Berg, seconded by Councilmember Mellon to approve the Town of Johnstown Professional Services Agreement awarding a contract to Peak View Enterprises, LLC. Motion carried with a roll call vote.

3. Resolution 2021-13 Economic Development Incentive Policy – Resolution 2021-13 Adopting Economic Development Incentive Policy was presented to Council. This resolution adopts the new Economic Development Incentive Policy and supersedes and replaces the prior policy. Councilmember Mellon made a motion seconded by Councilmember Tallent to approve the Economic Development Incentive Policy. Motion carried with a roll call vote.

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May 3, 2021

4. Snow Plow Truck Purchase - This a request to purchase a new snow plow truck to expand the Town's snow emergency fleet. Motion made by Councilmember Tallent, seconded by Councilmember Young to approve the purchase for the new snow plow to Spradley Barr and OJ Watson for the 2022 F-600 Chassis and upfitting in the amount not to exceed \$112,062.00 and authorize the Town Manager to sign the purchase agreement. Motion carried with a roll call vote.

5. Memorandum of Understanding Between Town of Johnstown and Developer Concerning Plaza Gardens of Johnstown - This Memorandum of Understanding between the Town and the Plaza of JC, LLC as developer, is for the development of a commercial/retail development at the I-25 and Highway 60 project. The MOU would allow for the developer to begin preliminary site planning and engineering for the development when the Town takes ownership of the property as part of a planned dedication from Occidental, the current property owner. Motion made by Councilmember Berg, seconded by Councilmember Tallent to approve the Memorandum of Understanding Between the Town of Johnstown and Developer concerning Plaza Gardens at Johnstown as presented. Motion carried with a roll call vote.

ADJOURN

The meeting adjourned at 8:03 p.m.

Mayor

Town Clerk

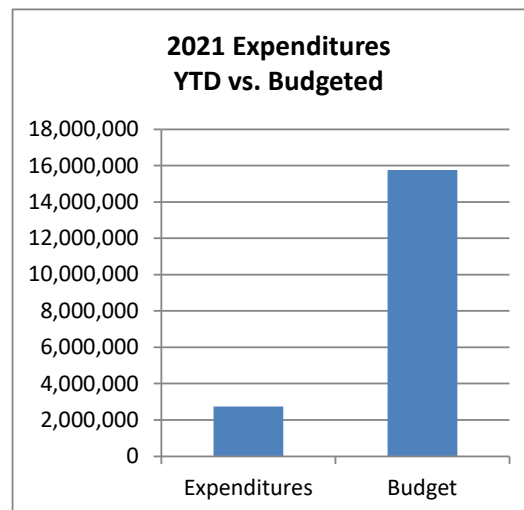
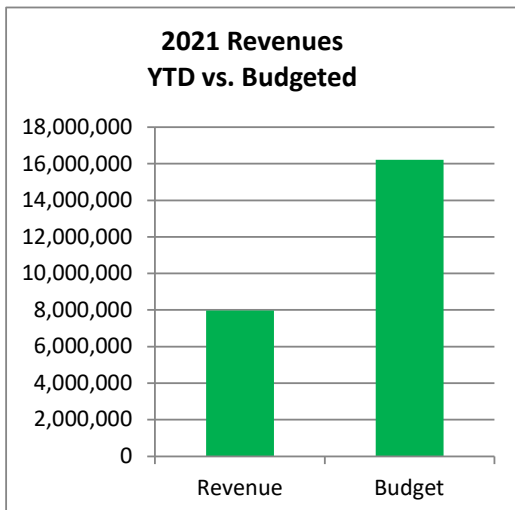
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending Apr 30, 2021
Unaudited

Item #2.

General Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Fund Balance	54,680,888	54,680,888	
Revenues:			
Taxes & Fees	7,024,677	14,917,027	47.1%
Licenses & Permits	634,102	899,350	70.5%
Fines & Forfeitures	55,369	122,000	45.4%
Intergovernmental	7,178	40,000	17.9%
Earnings on Investment	37,348	112,000	33.3%
Miscellaneous Revenue	216,775	121,500	178.4%
Transfers In	-	-	
Total Operating Revenues	7,975,448	16,211,877	49.2%
Expenditures:			
Legislative	596,635	1,675,200	35.6%
Town Manager	117,928	968,280	12.2%
Town Clerk	110,843	413,885	26.8%
Finance	104,924	265,230	39.6%
Planning	199,202	641,740	31.0%
Building Inspections	66,882	259,350	25.8%
Police	1,037,104	3,765,193	27.5%
Public Works	62,835	214,375	29.3%
Buildings	62,194	312,300	19.9%
Transfers Out	379,219	7,242,457	5.2%
Total Expenditures	2,737,765	15,758,010	17.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	5,237,684	453,867	
Prior Period Adjustment			
Ending Fund Balance*	59,918,571	55,134,755	

* - Unaudited

33% of the fiscal year has elapsed



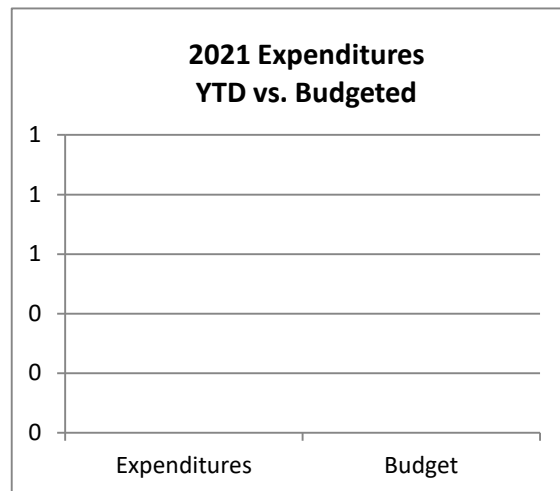
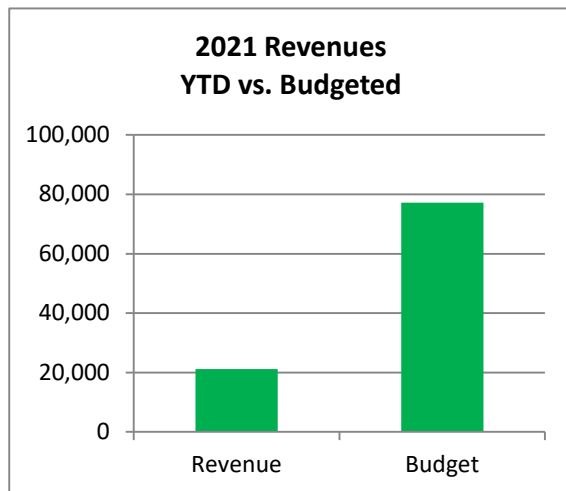
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Conservation Trust Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Fund Balance	28,950	28,950	
<u>Revenues:</u>			
Intergovernmental	21,219	77,100	27.5%
Earnings on Investment	10	100	10.4%
Total Operating Revenues	21,229	77,200	27.5%
<u>Expenditures:</u>			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	21,229	77,200	
Ending Fund Balance*	50,180	106,150	

* - Unaudited

33% of the fiscal year has elapsed



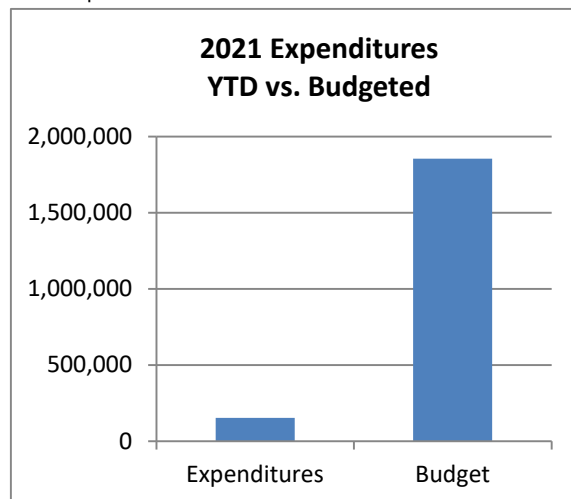
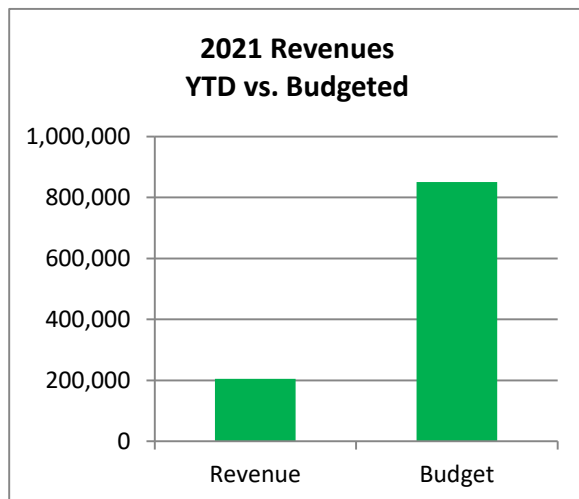
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending April 30, 2021
Unaudited

Item #2.

	2021 Actuals Apr	2021 Adopted Budget	% Complete
Parks and Open Space Fund			
Beginning Fund Balance	6,695,839	6,695,839	
<u>Revenues:</u>			
Taxes & Fees	193,446	401,910	48.1%
Miscellaneous Revenue	11,280	207,000	5.4%
Transfers In	0	220,000	0.0%
Total Operating Revenues	205,508	850,910	24.2%
<u>Expenditures:</u>			
Operations	104,373	614,410	17.0%
Capital Outlay	48,988	1,240,000	4.0%
Transfers Out	-	-	
Total Expenditures	153,361	1,854,410	8.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	52,147	(1,003,500)	
Ending Fund Balance*	6,747,986	5,692,339	

* - Unaudited

33% of the fiscal year has elapsed



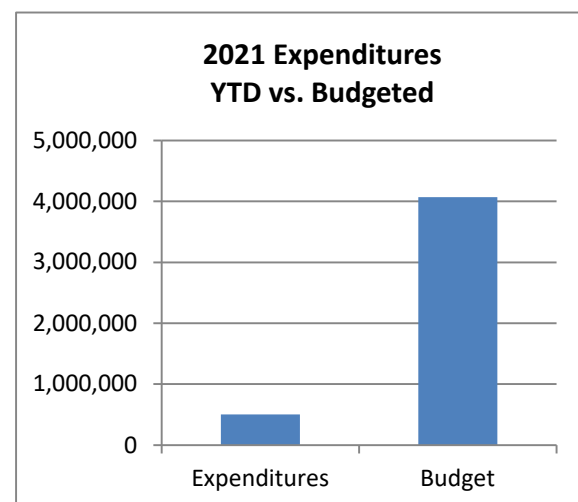
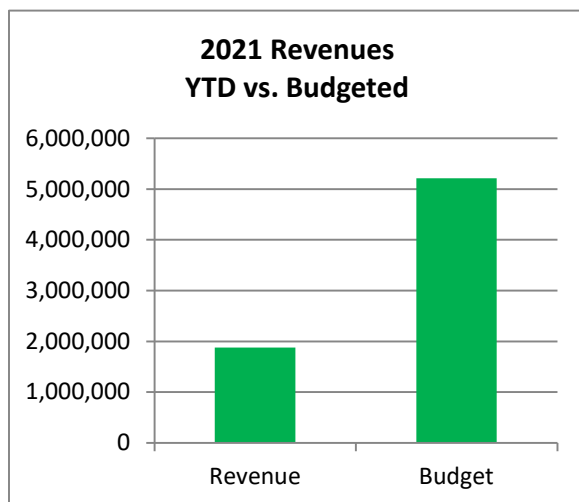
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Street and Alley Fund	2021 Actuals Apr	2021 Adopted Budget	%
			Complete
Beginning Fund Balance	8,763,548	8,763,548	
<u>Revenues:</u>			
Taxes & Fees	1,080,263	2,838,400	38.1%
Intergovernmental	48,294	1,207,666	4.0%
Charges for Services	247,215	715,477	34.6%
Capital Investment Fees	400,115	420,550	95.1%
Earnings on Investment	33,294	28,000	118.9%
Miscellaneous Revenues	66,658	-	0.0%
Total Operating Revenues	<u>1,875,839</u>	<u>5,210,093</u>	36.0%
<u>Expenditures:</u>			
Operations & Maintenance	461,524	3,049,400	15.1%
Capital	43,844	1,019,000	4.3%
Total Expenditures	<u>505,368</u>	<u>4,068,400</u>	12.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,370,472</u>	<u>1,141,693</u>	
Ending Fund Balance*	<u><u>10,134,019</u></u>	<u><u>9,905,241</u></u>	

* - Unaudited

33% of the fiscal year has elapsed



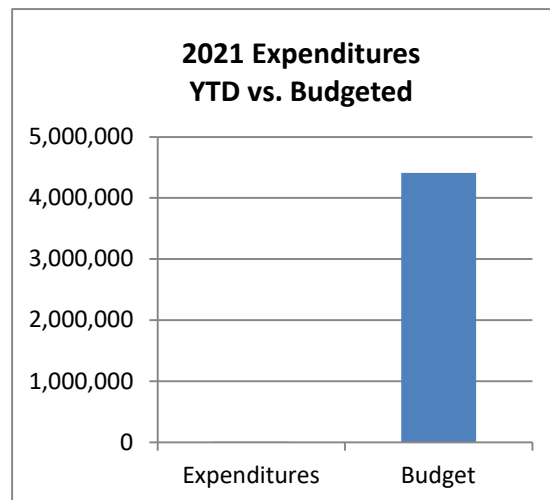
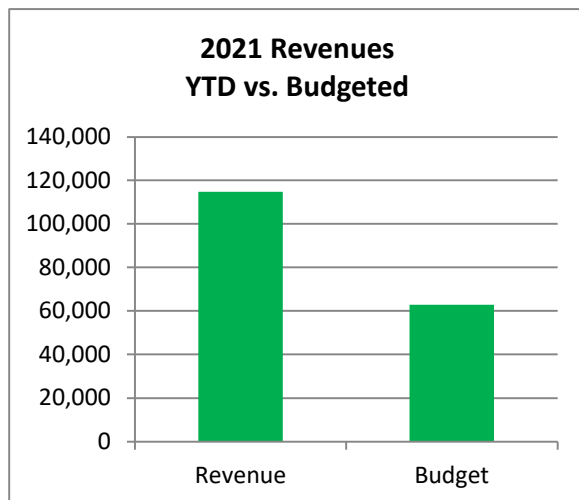
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending April 30, 2021
Unaudited

Item #2.

	2021 Actuals Apr	2021 Adopted Budget	% Complete
Capital Projects Fund			
Beginning Fund Balance	13,119,524	13,119,524	
<u>Revenues:</u>			
Taxes and Fees	112,254	111,940	100.3%
Miscellaneous Revenue	-	-	
Interest	2,475	36,000	6.9%
Transfers In	-	(85,100)	
Total Operating Revenues	114,729	62,840	182.6%
<u>Expenditures:</u>			
Capital Outlay	10,304	4,410,200	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	10,304	4,410,200	0.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	104,425	(4,347,360)	
Ending Fund Balance*	13,223,949	8,772,164	

* - Unaudited

33% of the fiscal year has elapsed



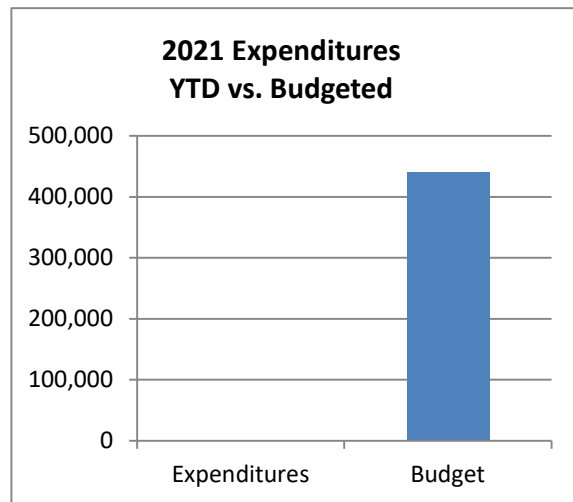
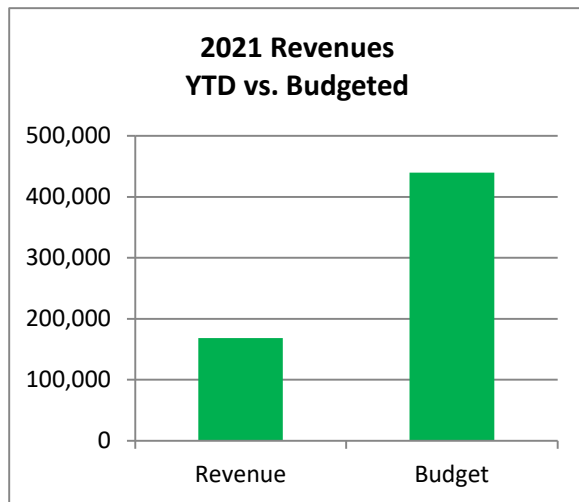
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending April 30, 2021
Unaudited

Item #2.

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

* - Unaudited

33% of the fiscal year has elapsed



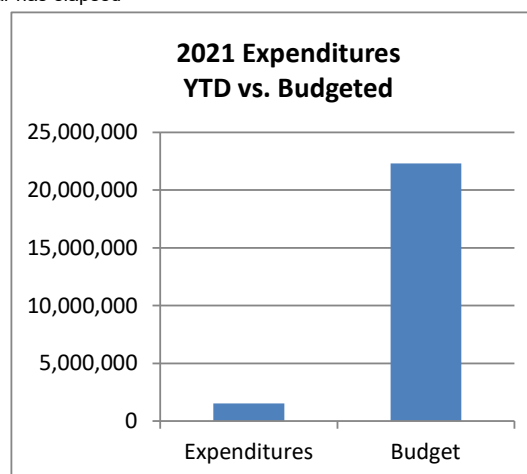
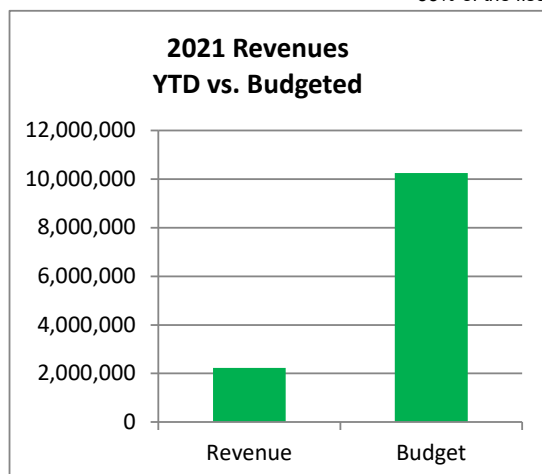
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Water Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Cash Balance	21,261,828	21,261,828	
<u>Revenues:</u>			
Charges for Services	1,049,993	2,902,500	36.2%
Total Operating Revenues	1,049,993	2,902,500	36.2%
<u>Expenses:</u>			
Administration	53,213	685,300	7.8%
Operations	668,125	1,979,973	33.7%
Capital Outlay	682,372	19,235,000	3.5%
Depreciation	118,810	410,000	29.0%
Transfers Out	-	-	
Total Operating Expenses	1,522,520	22,310,273	6.8%
Operating Income (Loss)	(472,527)	(19,407,773)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	604,954	965,550	62.7%
Capital Investment Fees	518,075	816,294	63.5%
Misc. Revenues	54,436	5,466,500	1.0%
Interest Expense	3,612	95,000	3.8%
Total Non-Operating Revenues (Expenses)	1,181,076	7,343,344	16.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	708,549	(12,064,429)	
Ending Cash Balance*	21,970,377	9,197,399	

* - Unaudited

33% of the fiscal year has elapsed



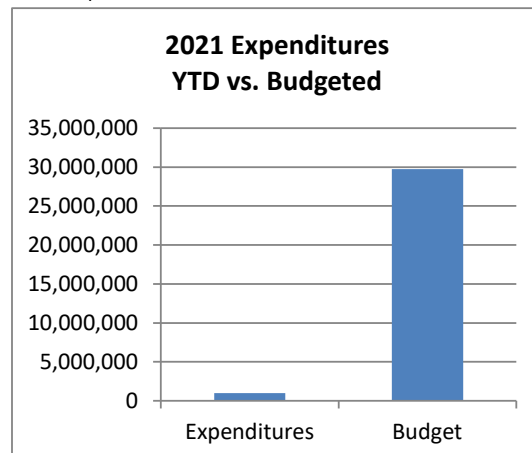
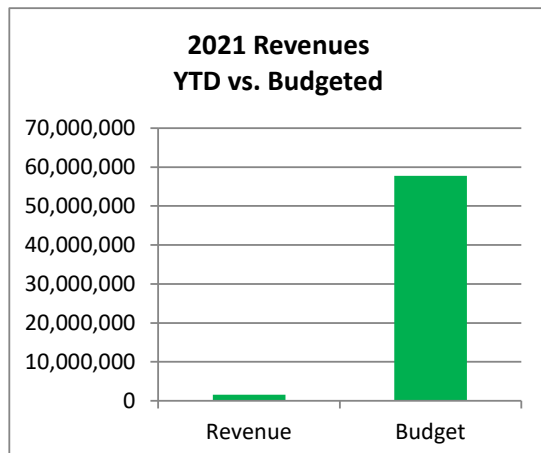
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending April 30, 2021
Unaudited

Item #2.

	2021 Actuals Apr	2021 Adopted Budget	% Complete
Sewer Fund			
Beginning Cash Balance	8,978,178	8,978,178	
<u>Revenues:</u>			
Charges for Services	883,709	2,123,500	41.6%
Total Operating Revenues	883,709	2,123,500	41.6%
<u>Expenses:</u>			
Administration	50,895	307,200	16.6%
Operations	466,241	1,814,153	25.7%
Capital Outlay	396,686	25,386,600	1.6%
Depreciation	75,153	235,000	32.0%
Debt Service	-	1,998,069	0.0%
Total Operating Expenses	988,976	29,741,022	3.3%
Operating Income (Loss)	(105,267)	(27,617,522)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Improvement Fees	663,130	1,192,000	55.6%
Misc. Revenues	7,400	2,000	370.0%
Interest Expense	520	7,200	7.2%
Debt Proceeds	-	54,450,000	0.0%
Total Non-Operating Revenues (Expenses)	671,050	55,651,200	1.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	565,784	28,033,678	
Ending Cash Balance*	9,543,962	37,011,856	

* - Unaudited

33% of the fiscal year has elapsed



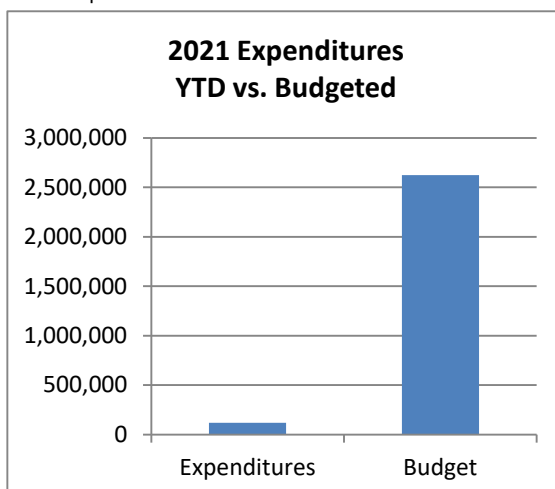
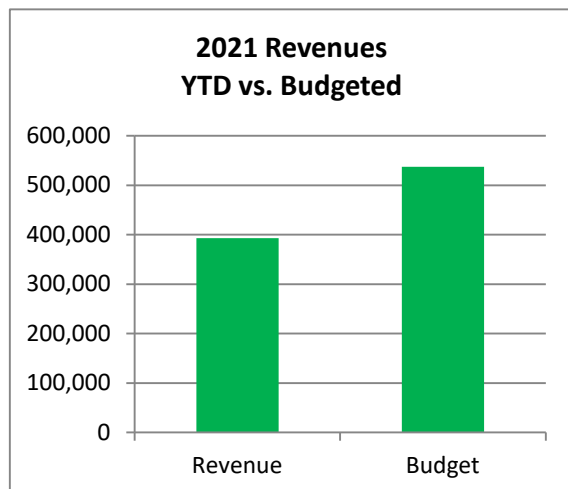
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Drainage Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Cash Balance	3,310,003	3,310,003	
<u>Revenues:</u>			
Charges for Services	156,629	457,200	34.3%
Total Operating Revenues	156,629	457,200	34.3%
<u>Expenses:</u>			
Administration	34,735	144,250	24.1%
Operations	53,544	309,930	17.3%
Capital Improvements	31,933	2,168,750	1.5%
Transfer Out	-	-	
Total Operating Expenses	120,213	2,622,930	4.6%
Operating Income (Loss)	36,416	(2,165,730)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	235,905	75,000	314.5%
Misc. Revenues	-	-	
Interest Expense	512	5,400	9.5%
Total Non-Operating Revenues (Expenses)	236,417	80,400	294.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	272,833	(2,085,330)	
Ending Cash Balance*	3,582,836	1,224,673	

* - Unaudited

33% of the fiscal year has elapsed



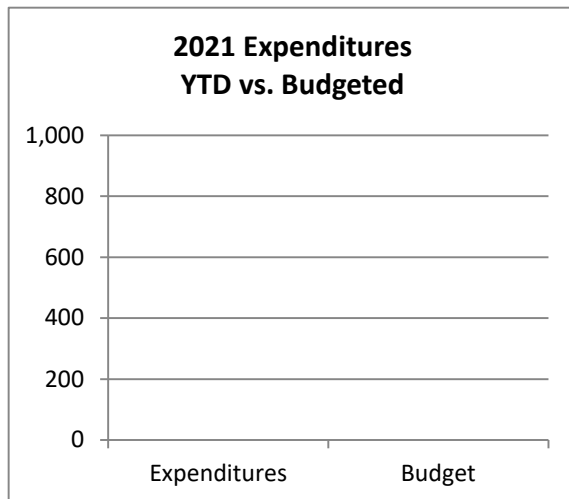
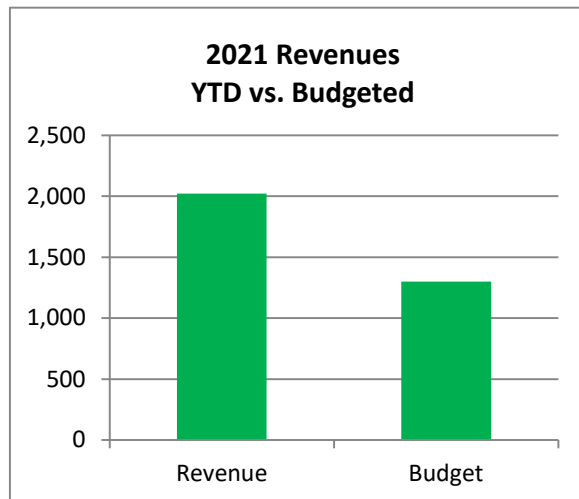
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Cemetery Perpetual Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Fund Balance	147,661	147,661	
<u>Revenues:</u>			
Miscellaneous Revenue	1,991	900	221.2%
Earnings on Investment	31	400	7.7%
Total Operating Revenues	2,021	1,300	155.5%
<u>Expenditures:</u>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,021	1,300	
Ending Fund Balance*	149,682	148,961	

* - Unaudited

33% of the fiscal year has elapsed



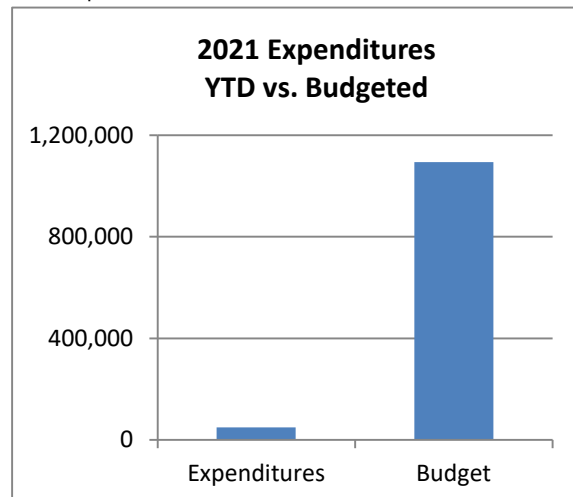
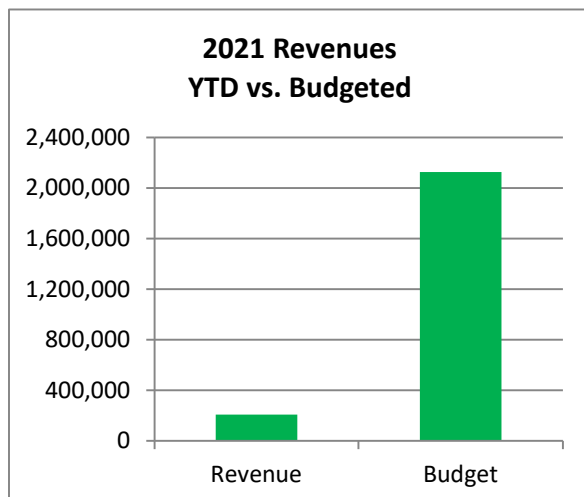
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Library Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Fund Balance	5,252,070	5,252,070	
<u>Revenues:</u>			
Intergovernmental	78,470	703,095	11.2%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	43,624	215,000	20.3%
Interest	28	60,000	0.0%
<i>Transfers In</i>	85,222	1,137,657	7.5%
Total Operating Revenues	207,344	2,126,752	9.7%
<u>Expenditures:</u>			
Operations	49,025	1,094,500	4.5%
Capital Outlay	-	-	0.0%
Total Expenditures	49,025	1,094,500	4.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	158,319	1,032,252	
Ending Fund Balance*	5,410,389	6,284,322	

* - Unaudited

33% of the fiscal year has elapsed



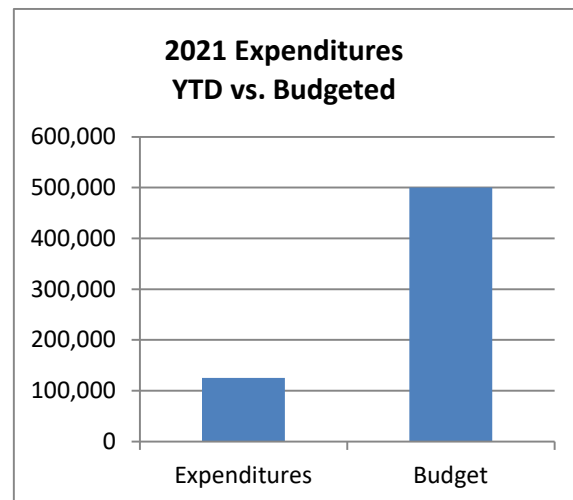
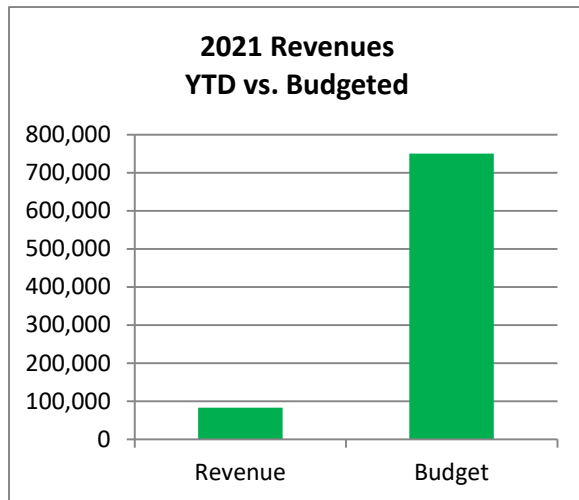
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending April 30, 2021
Unaudited

Item #2.

Recreation Center Fund	2021 Actuals Apr	2021 Adopted Budget	% Complete
Beginning Fund Balance	0	0	
<u>Revenues:</u>			
Transfers In	83,333	750,000	11.1%
Earnings on Investment	-	-	
Total Operating Revenues	83,333	750,000	11.1%
<u>Expenditures:</u>			
Operations & Maintenance	125,000	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	125,000	500,000	25.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(41,667)	250,000	
Ending Fund Balance*	(41,667)	250,000	

* - Unaudited

33% of the fiscal year has elapsed



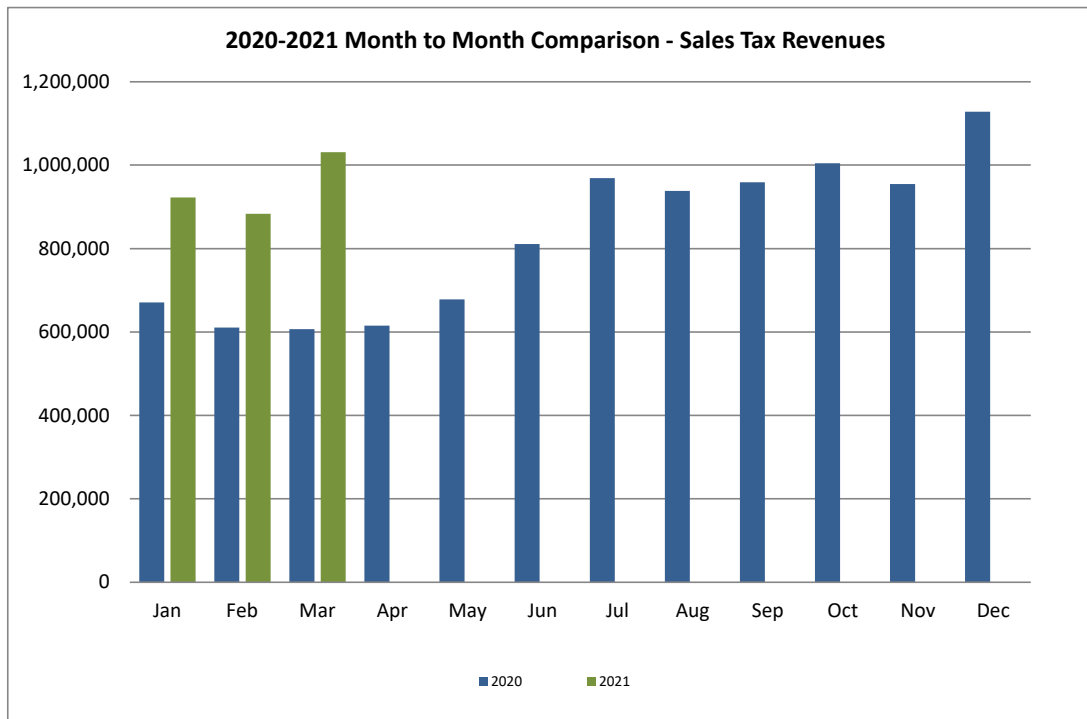
Sales Tax Analysis and Comparison 2021

Item #2.

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle Sales Tax Collected*</u>	<u>Total Sales Taxes Collected*</u>
Jan-20	497,742	173,194	670,936
Feb-20	499,117	111,639	610,756
Mar-20	491,392	115,467	606,860
Apr-20	531,113	84,279	615,392
May-20	607,705	70,708	678,414
Jun-20	663,024	148,031	811,055
Jul-20	772,660	196,194	968,854
Aug-20	779,425	158,666	938,091
Sep-20	824,605	134,268	958,873
Oct-20	765,787	238,719	1,004,506
Nov-20	827,990	126,680	954,671
Dec-20	981,199	146,594	1,127,793
2020 Total	8,241,761	1,704,440	9,946,201

Jan-21	744,120	178,705	922,826
Feb-21	743,695	139,660	883,356
Mar-21	906,817	124,138	1,030,955
Apr-21	0	0	0
May-21	0	0	0
Jun-21	0	0	0
Jul-21	0	0	0
Aug-21	0	0	0
Sep-21	0	0	0
Oct-21	0	0	0
Nov-21	0	0	0
Dec-21	0	0	0
2021 Total	2,394,633	442,504	2,837,136

Jan - Mar 2020	1,488,252	400,300	1,888,552
Jan - Mar 2021	2,394,633	442,504	2,837,136
% Increase (Decrease)	60.90%	10.54%	50.23%



* Amounts shown reflect different reporting periods for various entities.

Town of Johnstown
List of Bills - April 9, 2021 - May 6, 2021

<u>Vendor</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
A & E Tire Inc	Tire repair	PW	245.90
A Good Hair Day	Johnstown Cash	ADM	380.00
Ace Hardware	Johnstown Cash & Supplies	PW	5,179.68
All Copy Products, Inc	Copier lease	PW	287.86
Anchor Auto Glass & Tint, LLC	Vehicle repair	PD/PW	672.33
Arapahoe Rental	Equipment rental	PW	267.61
Arrowhead Scientific Inc.	Lab supplies	PD	633.14
Barnett, Ronald	Training reimbursement	PW	85.00
BHA Design Incorporated	Professional services	PW	9,767.50
Black Sheep Coffee & Crepes	Johnstown Cash	ADM	1,660.00
Blossom Skin and Ink	Johnstown Cash	ADM	40.00
BPS Tactical, Inc.	Uniform	PD	537.00
Browns Hill Engineering & Controls	SCADA	PW	5,449.48
B's Coffee	Johnstown Cash	ADM	640.00
Canine Cuts Grooming Salon	Johnstown Cash	ADM	260.00
Canyon Systems, Inc.	Equipment replacement	PW	98.46
Card Services	Miscellaneous	ALL	5,512.66
Caselle, Inc	Software support	ALL	1,660.00
CDR Propane Services, LLC	Propane	PW	1,413.75
Central Weld County Water District	Water purchase	PW	3,190.36
CenturyLink	Phone service	PW	255.09
Cinco Brothers Barbershop	Johnstown Cash	ADM	220.00
Cintas	Mat service/supplies	PW	512.48
Cirsa	Insurance	PD	530.54
Clayton Properties Group II, Inc.	Refund	ADM	100.00
Colorado Analytical Labs	Lab testing	PW	3,639.50
Colorado Department of Local Affairs	Return Small Business Recovery Grant Funds	ADM	69,833.00
Colorado Greenbelt Management	Grounds maintenance	PW	650.00
Colorado Sweet Gold, LLC	Temporary construction easement	ADM	2,405.00
Connected Chiropractic	Johnstown Cash	ADM	60.00
Conpoto LLC	Johnstown Cash Certificates	ADM	2,795.10
Consolidated Home Supply Ditch	Professional services	PW	819.00
Coren Printing, Inc	Office supplies	PD	157.00
Cruise Planners Blue Skies	Grant	ADM	5,000.00
Dana Kepner Co.	Operational supplies	PW	1,972.80
DBC Irrigation Supply	Irrigation supplies	PW	187.60
Denali Water Solutions LLC	Sludge removal	PW	2,417.70
Denver Industrial Sales & Services Co	Supplies	PW	1,440.32
Dominic's Pizza	Johnstown Cash	ADM	1,020.00
DPC Industries Inc	Chemicals	PW	16,652.94
Edward Reichert	Facade Grant FY2021	ADM	1,331.28
Elite Rooter	Professional services	PW	5,767.00
Entenmann-Rovin Co.	Supplies	PD	279.00
Falcon Environmental Corp. At Longmont	Operational supplies	PW	252.36
Faris Machinery Co.	Sweeper brooms	PW	1,403.00
FBI-LEEDA	Training	PD	695.00
Ferguson Waterworks	Parts & supplies	PW	273.05
First Class Security Systems	Fire system monitoring	PW	213.80
First National Bank	Custodial services	ADM	2,061.56
Frick'n Carnegie Towing, LLC	Vehicle towing	PD	512.50
Glenn A. Jones Library	Monthly support	ADM	94,804.75
Glock Professional Inc.	Training	PD	250.00
Grainger, Inc.	Operational supplies	PW	1,772.98
Greeley Lock and Key	Repairs	PW	378.18
H & E Equipment Services, Inc.	Supplies	PW	1,389.60

H & R Repair	Towing	PD	75.00
Hach Company	Lab supplies	PW	4,303.20
Hays Market	Johnstown Cash & Supplies	ADM	6,337.36
Helton & Williamsen, P.C.	Bill Back - Engineering Services	ADM	5,489.52
Helton & Williamsen, P.C.	Legal services	ADM	31,001.85
Hill & Robbins, PC	Professional services	ADM	5,614.84
Hiroshi Teriyaki Grill, Inc.	Johnstown Cash	ADM	380.00
IMEG Corp	Billback - Engineering services	ADM	32,575.00
IMEG Corp	Engineering services	ADM	111,059.90
Infosend, Inc.	Johnstown Cash mailer	ADM	3,947.92
Insight North America, LLC	Investment services	ADM	3,029.91
Interstate Battery of the Rockies	Supplies	PW	130.95
InVision GIS	GIS updates	ADM	772.50
J&S Contractors Supply Co.	Grader blades	PW	1,554.00
J&T Consulting, Inc.	Lake - headwall work	PW	14,814.75
John Deere Financial	Supplies/repair	PW	651.01
Johnstown Barber Shop	Johnstown Cash	ADM	200.00
Johnstown Breeze	Billback - publications	ADM	140.40
Johnstown Breeze	Publications	ADM	603.88
Johnstown Clothing & Embroidery	Johnstown Cash	ADM	20.00
Johnstown Lunch Box, LLC	Johnstown Cash	ADM	1,040.00
Johnstown Tax Service	Johnstown Cash	ADM	20.00
J-Town Nutrition	Johnstown Cash	ADM	240.00
Keith Smith	Temporary construction easement	ADM	33,225.00
Kelly Supply Co	Supplies	PW	42.16
Kinsco, LLC	Uniforms	PD	342.95
La Bella Tanning Spa	Grant	ADM	3,800.00
Larimer County Sales Tax Administrator	Use Tax - Reimbursement March 2021	ADM	24,482.33
Larimer Humane Society	Quarterly services	PD	130.00
Law Office of Avi Rocklin LLC	Bill Back - Legal Services	ADM	4,573.00
Law Office of Avi Rocklin LLC	Legal services	ADM	8,501.50
Lazar, Michael	Municipal court judge	ADM	1,200.00
Lazy Dog Johnstown, LLC	Johnstown Cash	ADM	1,460.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Lift Coffee Bar	Johnstown Cash	ADM	400.00
Little Thompson Water District	Water	PW	50,024.58
Lockard Development, Inc.	Refund of tax overpayment	ADM	2,720.98
Loveland Barricade LLC	Street signs	PW	135.00
Lowe's	Supplies	PW	23.97
LYS Salon	Johnstown Cash	ADM	100.00
Mac Equipment, Inc	Equipment repair	PW	1,108.98
Macdonald Equipment Co	Equipment repair	PW	597.54
Mandala Massage & SPA Bodywork, LLC	Johnstown Cash	ADM	20.00
Mares Auto Inc.	Vehicle maintenance	PD/PW	1,381.89
McGeady Becher P.C.	Professional services	ADM	2,079.00
Milliken Johnstown Electric	Electrical work/supplies	PW	1,387.00
Moses, Wittemyer, Harrison&Woodruff, PC	Bill Back - Legal services	ADM	3,276.00
Mountain States Pipe & Supply	Water meters	PW	7,533.09
Mr. Donuts	Johnstown Cash	ADM	40.00
Municipal Treatment Equipment Inc.	Chemical pump	PW	2,105.88
Nalco Company LLC	Chemicals	PW	5,172.75
Napa Auto Parts, Inc	Equipment repair/supplies	PW	557.39
National Container Group	Chemicals	PW	366.89
Newsom Gamez, Shirley	Senior coordinator mileage	ADM	65.00
Northern Safety Co Inc	Safety equipment	PW	246.00
Northern Water	Water shares	PW	2,676.80
Office Depot Business Credit	Office supplies	ADM	634.61
Office Scapes	Furniture	ALL	6,613.12
Otak	Little Thompson Trail	PW	30,115.68
Parish, LLC	Temporary construction easement	ADM	865.00

Peak Performance Imaging Solutions	Laserfiche software	ADM	3,600.00
Petty Cash	Supplies	ALL	468.27
Poudre Valley REA	Utilities	PW	9,677.71
Precision Family Eyecare	Johnstown Cash	ADM	20.00
ProCode Inc.	Building inspection services	ADM	15,000.00
Purchase Power	Postage meter	PD/ADM	301.50
Rhinehart Oil Co., Inc.	Fuel	ALL	8,318.41
Rider Chiropractic Sports & Injury	Johnstown Cash	ADM	20.00
Riverwood Massage	Johnstown Cash	ADM	40.00
Rocksbury Ridge HOA	Temporary construction easement	ADM	2,166.00
Rocky Mountain Water Environment Assoc.	Subscription	PW	35.00
Royal-T	Sewer cleaning	PW	1,070.00
Santiago's Mexican Restaurant	Johnstown Cash	ADM	2,160.00
Shine Bright Aesthetics & Beauty	Johnstown Cash	ADM	20.00
Striglos	Computers	ADM	558.00
TANCO Engineering, Inc.	Tank roof repair	PW	104,715.00
TDS	Telephone/Internet	ALL	2,160.83
The Home Depot/GECF	Supplies	PW	433.70
The Tree Guys LLC	Tree trimming	PW	1,000.00
Thomas Case	Water pipeline easement	ADM	1,092.00
TimberLAN	IT professional services	ALL	1,500.00
T-Mobile	Telephone	PD	32.56
Town & Country Fence Co.	Building maintenance	PW	400.00
TruGreen Chemlawn	Chemicals for park	PW	115.50
UC Health	Lab testing	PD	165.78
United Power, Inc	Street lights	PW	795.25
USA Bluebook	Supplies	PW	798.77
Utility Refunds	Utility refunds	ADM	2,315.14
Vector Disease Control	Mosquito spraying	PW	3,389.14
Verizon Wireless	Cell phones	PW/PD	3,324.52
Veteran Brothers Brewing	Facade grant award	PW	3,432.50
Waste Management	Port-A-Lets	PW	329.31
Weld County	Dispatch fees	PD	58,093.00
Weld County Dept of Public	Lab services	PW	649.50
Weld County Garage	Vehicle repair	PW	516.37
Wellspring Therapeutics LLC	Johnstown Cash	ADM	20.00
Wickham Tractor Co.	Equipment repair	PW	30.27
WIN-911 Software	Software license	PW	660.00
Windstream	Telephone/Internet	ALL	1,127.46
Winters, Hellerich & Hughes, L	Prosecuting attorney services	ADM	6,345.00
WR Investment, LLC	Reimbursement Agreement	ADM	101,200.00
Xcel Energy	Utilities	ALL	42,377.59
			<u>1,064,188.77</u>



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 17, 2021

SUBJECT: Water and Sewer Service Agreement – Revere at Johnstown Subdivision, Filing No. 1

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:

The Developer, Forestar (USA) Real Estate Group, Inc., received Town Council approval of a final subdivision plat for 320 single-family attached & detached residences, known as Revere at Johnstown, Filing No. 1. The plat encompasses approximately 73.514 acres, including common open spaces and road rights-of-way.

The proposed agreement provides for the dedication of eighteen (18) shares of adjudicated Consolidated Home Supply Ditch Co., for a dedication credit of 144.0 AF. Estimated demand is 138.23 AF, for a surplus credit of 5.77 AF.

Dedication Credit:	144.0 acre-feet
LESS estimated demand:	138.23 acre-feet
Net current surplus credit:	5.77 acre-feet

Water Court Transfer Fees, per code, are due to the Town prior to recordation of the final plat.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

The Community That Cares

www.TownofJohnstown.com

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

N/A

RECOMMENDED ACTION:

Approve the Water and Sewer Service Agreement for Revere at Johnstown Filing No. 1.

Reviewed and Approved for Presentation,



Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ____ day of _____ 2021, by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“Developer”) and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns an interest in land located in a portion of the North ½ of Section 2, T.4N., R.68W., 6th P.M., Weld County, Colorado, described more particularly on Exhibit “A” attached hereto and incorporated herein by this reference, containing approximately 73.514 acres (“Subject Property”); and

WHEREAS, the Subject Property was annexed to the Town as part the Annexation Agreement dated September 16, 2002; and

WHEREAS, the Subject Property is being developed by Developer as Revere at Johnstown, Filing 1, a residential project that will include: (i) 170 detached single-family homes averaging 942 square-feet per home of irrigated turf and 1,198 square feet per home of xeric landscaping; (ii) 150 attached single family homes with a total of 1.55 acres of irrigated xeric landscaping; (iii) common areas and street landscaping with 1.72 acres of irrigated turf and 3.08 acres of irrigated xeric landscaping; (iv) common areas with 3.92 acres of irrigated low grow native grass and 9.58 acres of irrigated native grass (collectively, as set forth in this part iv, the “Temporary Irrigation Area”); and (v) storm water detention facilities with 2.32 acres of non-irrigated low grow native grasses; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer has submitted to the Town a preliminary Water and Sewer Demand Analysis for the Subject Property dated November 16, 2020, and updated on April 13, 2021. Said analysis was received by the Town and is on file with the Town and as modified by the Town’s Water Engineer by memorandum dated April 14, 2021, is hereby accepted by the Town. The analysis provided by Developer addresses the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-building detached homes	56.10	2.805
Residential In-building attached homes	43.50	2.175
Residential Landscape Irrigation	15.42	13.107
Common Area Landscape Irrigation	8.41	7.149
Temporary Common Area Landscape Irrigation	14.80	12.580
Total	138.23	37.816

2. Water Rights Dedication and Credits. Within forty-five (45) days of the execution of this Agreement, Developer shall dedicate eighteen (18) shares of the twenty-seven (27) shares of Consolidated Home Supply Ditch and Reservoir Company, currently represented by Certificate Nos. 6917 and 6918, to the Town. The water currently represented by Certificate Nos. 6917 and 6918 have been changed to include municipal use. This Agreement is not valid until such dedication is made and accepted by the Town.

3. Surplus dedication credit. The dedication of the eighteen (18) shares of the Consolidated Home Supply Ditch and Reservoir Company described in Paragraph 2 above will provide to Developer raw water credits in excess of the water demand projected for the Subject Property. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 5.77 acre-feet. The credit is calculated as follows:

Dedication Credit:	144.0 acre-feet
LESS estimated demand:	138.23 acre-feet
Net current surplus credit:	5.77 acre-feet

Upon notice and written approval of the Town, said credit may be utilized to offset increased demands, if any, which are not currently projected for the Subject Property or may be used for future phases of the Revere at Johnstown development, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

4. Temporary Irrigation of Native Grasses. The Temporary Irrigation Area is shown on Exhibit "B," attached hereto and incorporated herein by reference. Upon the establishment of the native grasses, Developer may permanently disconnect the irrigation for the Temporary Irrigation Area and, upon written notice to the Town with proof of the disconnection, in a form acceptable to the Town, obtain a raw water credit in the amount of 14.80 acre-feet per year, which credit may be used for future phases of the Revere at Johnstown development, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

5. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject

Property up to 138.23 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service, and for residential and common area irrigation as described above.

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

7. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of Forty-One Thousand Four Hundred and Sixty Nine dollars (\$41,469.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the required dedication of 138.23 acre-feet per year of estimated water demand and estimated consumptive use of 37.816 acre-feet per year (277 SFE) for the Subject Property and includes payment for raw water that is anticipated to be subsequently disconnected from the temporary irrigation of native grasses pursuant to paragraph 4, above. This payment has not been assessed against any of the surplus dedication credit of 5.77 acre-feet, described in Paragraph 3, above. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Ordinance and this Agreement.

8. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:
Corporation Service Company
ATTN: Forestar (USA) Real Estate
Group, Inc.
1900 W. Littleton Blvd.
Littleton, CO 80120

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538

Peter J. Ampe
Hill & Robbins, P.C.

1160 Lincoln St., Suite 2720
Denver, CO 80264

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

9. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

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

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

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

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

16. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

17. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

18. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion.

Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

19. Recordation. This Agreement will be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, shall run with the Subject property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow

FORESTAR (USA) REAL ESTATE GROUP, INC.

By:

Matthew Napier
(name)

Title:

Division President

STATE OF COLORADO)

) ss

COUNTY OF Arapahoe)

SUBSCRIBED AND SWORN to before me this 6 day of May, 2021 by
Matthew Napier, as the Division President of Forestar (USA) Real Estate Group,
 Inc.

Witness my hand and official seal.

Cortie R.
 Notary Public

CORTNIE DOUGLAS
 NOTARY PUBLIC - STATE OF COLORADO
 NOTARY ID 20184040264
 MY COMMISSION EXPIRES OCT 12, 2022

9555 S Kingston Court unit 200 englewood CO 80112
 Address
720-456-8411
 Telephone

My Commission Expires: Oct 12, 2022

EXHIBIT A

LEGAL DESCRIPTION

REVERE AT JOHNSTOWN FILING NO. 1
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 06°24'24" EAST, A DISTANCE OF 30.18 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50 AS DEDICATED IN BOOK 86 AT PAGE 273 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 2,285.39 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 88°56'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 129.91 FEET TO SAID CENTER QUARTER CORNER OF SECTION 2;

THENCE SOUTH 88°59'30" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,262.03 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 2;

THENCE SOUTH 88°57'54" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 139.80 FEET;

THENCE THE FOLLOWING ELEVEN (11) COURSES;

1. NORTH 06°12'56" WEST, A DISTANCE OF 553.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33'04", AN ARC LENGTH OF 356.76 FEET;
3. NORTH 70°39'52" WEST, A DISTANCE OF 40.00 FEET;
4. NORTH 19°20'08" EAST, A DISTANCE OF 0.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
6. NORTH 19°20'08" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 19°20'08" EAST;
7. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

8. NORTH 19°20'08" EAST, A DISTANCE OF 164.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 760.00 FEET;
9. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'39", AN ARC LENGTH OF 338.83 FEET;
10. NORTH 06°12'32" WEST, A DISTANCE OF 738.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 83°57'00", AN ARC LENGTH OF 36.63 FEET;

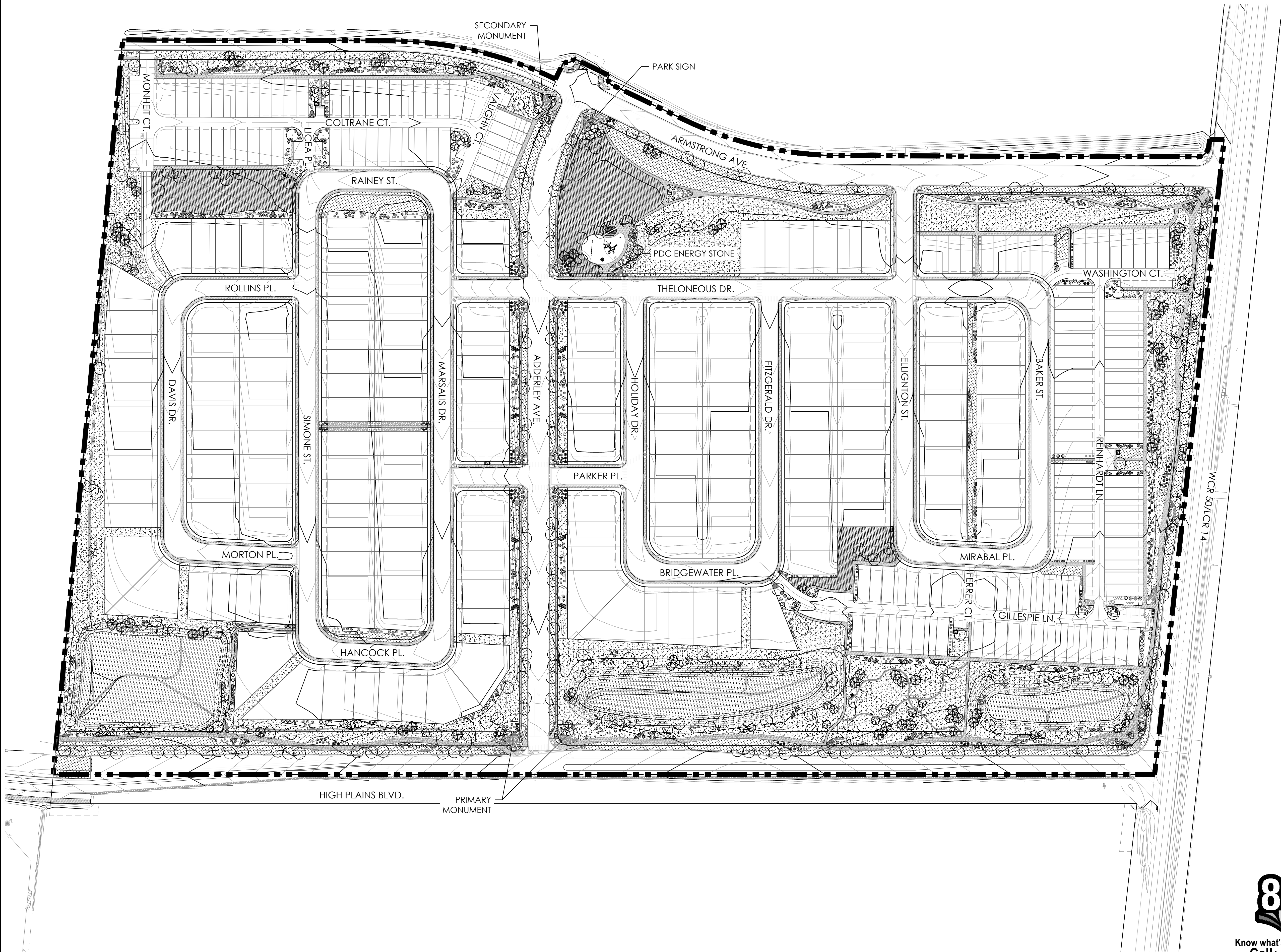
THENCE SOUTH 89°50'28" WEST, A DISTANCE OF 13.99 FEET;

THENCE NORTH 04°42'30" WEST, A DISTANCE OF 30.10 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50;

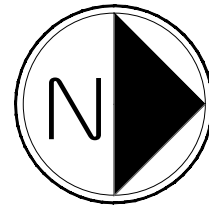
THENCE NORTH 89°50'17" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,324.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 73.514 ACRES, (3,202,273 SQUARE FEET), MORE OR LESS.

REVERE AT JOHNSTOWN FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



- LEGEND
- DECIDUOUS TREE
 - EVERGREEN TREE
 - ORNAMENTAL TREE
 - SHRUBS & PERENNIALS
 - STEEL EDGER
 - TURF, PERMANENTLY IRRIGATED
 - CRUSHER FINES
 - CONCRETE WALK
 - ROCK MULCH
 - NATIVE SEED, TEMPORARILY IRRIGATED
 - LOW-GROW, PERMANENTLY IRRIGATED
 - NATIVE SEED, NON-IRRIGATED
 - MAILBOX KIOSK



Scale: 1"= 100'-0"

0 50 100 200



PROJECT NAME

REVERE AT JOHNSTOWN
FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
04-12-2021
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.1
SHEET 6 OF 30



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: May 17, 2021

SUBJECT: Subdivision Development and Improvement Agreement – Revere at Johnstown Filing No. 1, Forestar (USA) Real Estate Group, Inc.

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

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

ITEM DESCRIPTION:

The Developer, Forestar (USA) Real Estate Group, Inc., has received approval of a final subdivision plat for 320 attached and detached single family home lots. The plat encompasses approximately 73.5 acres, including common open space and road rights-of-way.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with approved development plans and construction plans.

Of note:

- 7.2 The Town may accept 115% surety for any incomplete Private Improvements to be able to issue building permits.
- 12.3 The Town has added in a standard clause that also holds the Developer responsible for their contractors notifying property owners of pending construction that may affect them.
- Exhibit B-3:
 - #1 indicates the intent to use Low Water Landscaping to offset raw water needs and conserve this resource. The accompanying Water & Sewer Service Agreement for this Filing requires initial dedication of full water resources with the ability to receive credit for use on future filings at the point where “temporary” irrigation has been removed.

The Community That Cares

www.TownofJohnstown.com

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

- #5 discussed timing and triggers for park construction to ensure that Phase 1 residents will have access to park areas to enjoy, even if there is a delay in commencing Phase 2.
- #6 the Developer/Metro District shall participate on a pro rata basis to install traffic signals at Hwy 60 and CR 50 (Veteran's Parkway)

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for Revere at Johnstown Filing No. 1, with Forestar (USA) Real Estate Group, Inc.

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Revere at Johnstown Filing No. 1)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a municipal corporation (the “Town”), and **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation (the “Developer”).

WITNESSETH:

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Revere at Johnstown, Filing No. 1 (“Development”); and

WHEREAS, Developer has submitted a final plat depicting the Development, which final plat is attached hereto as **Exhibit B-1** and incorporated herein by this reference (“Final Plat”); and

WHEREAS, the Town Council approved, or will approve, the Final Plat by passage of Resolution No. 2021-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

1.4 **“Development”** shall mean all the Property, property rights and Subdivision Improvements within the legal description in **Exhibit A**.

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

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

1.7 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, street signs and posts, street lighting, parks and open space, trails, and postal service boxes.

1.8 **“Public Improvements”** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, drainage facilities in the public right of way, irrigation structures, if any, that are not exclusively for the benefit of the Development, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not necessarily limited to, the improvements documented the in Civil Engineering Construction Plans, and as listed on **Exhibit B-3**, in whatever form they are referenced, that will be dedicated to the Town and the improvements listed on **Exhibit C**.

1.9 **“Site Development Plan”** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.10 **“Subdivision Improvements”** shall mean the Public Improvements, Private Improvements and Dry Utilities.

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

1.12 **“Town Engineer”** shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.13 **“Town Manager”** shall include the Town Manager and his authorized designees.

1.14 **“Town Official”** shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

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

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town Engineer for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault, or negligence attributable to such design, and construction and installation, other than negligent designs which are required by the Town over Developer’s written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax:** Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances that would interfere with the intended use and maintenance of the Public Improvements, on all lands and facilities, if any,

traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens, encumbrances that would interfere with the intended use and maintenance of the Public Improvements and monetary encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon land dedication or acceptance of improvements shall be provided to the Town for review prior to receipt of a building permit. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 Construction of Public Improvements: Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality..

2.3 Construction Schedule: Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town Manager informed by monthly status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

2.4 Testing and Inspection: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

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

2.6 ***Performance Guarantee:*** If Developer seeks, and the Town authorizes the issuance of, building permits prior to the completion of certain Public Improvements or Private Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Performance Guarantee”) in an amount equal to 110% of the cost of such uncompleted improvements, which cost shall be certified by Developer’s professional engineer, licensed in the State of Colorado and approved by the Town Engineer, to secure the installation, improvement and completion of the improvements. The Performance Guarantee shall be released after Initial Acceptance of such improvements.

3. **Private Improvements**

3.1 ***Pre-Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping, fencing, entry-way signage, street signs and posts, street lighting, parks and open space, trails, and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town’s landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town’s review and approval of the Site Development Plan shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, and construction and installation, other than negligent designs which are required by the Town over Developer’s written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town’s ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements for any particular phase shall be completed no later than the date that the Public Improvements for such phase are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town shall allow Developer to defer completion of the landscaping services between October 15 and April 15 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by the homeowners.

3.5 ***Replacement of Private Improvements:*** As replacement of the improvements is necessary and warranted over time, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. Provided that documentation is submitted to the Town in accordance with Section 4.1 above, then initial acceptance shall not be unreasonably withheld.

5.2 Maintenance Guarantee. Prior to Initial Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Maintenance Guarantee"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Public Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Public Improvements until Final Acceptance. The Maintenance Guarantee shall be released after Final Acceptance of all of the Public Improvements. The Maintenance Guarantee may also be used to ensure that the installed landscaping, a Private Improvement, is satisfactorily established during the period between Initial Acceptance and Final Acceptance of the Public Improvements. For the avoidance of doubt, the Maintenance Guarantee shall apply to the particular phase of Public Improvements for which Initial Acceptance was given.

5.3 Delivery of Initial Acceptance. Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of certain of the less critical improvements, as determined and agreed-upon by the Town in its sole discretion. In which case, the Developer may be entitled to obtain building permits prior to completion of all the Subdivision Improvements, assuming satisfaction of the remaining terms of this Agreement and based on conditions otherwise set forth herein.

5.4 Maintenance, Repair and Replacement: Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements,

Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

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

5.6 Dedication and Maintenance of Subdivision Improvements: Upon Final Acceptance of the Subdivision Improvements: (1) unless otherwise agreed by the Town and Developer, the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained, as appropriate and otherwise authorized and approved by the Town, by a metropolitan district or homeowners association; and (3) the Dry-Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by a metropolitan or special district or the appropriate public utility company.

5.7 Homeowners Association: Prior to Final Acceptance and prior to the sale of lots or homes in the Development, if Developer establishes a homeowners' association for the Development, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association.

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement

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

6.2 If the Developer hereinafter desires to utilize a non-potable water system to water common landscaped areas, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The metropolitan district shall own and maintain the detention pond(s) in the Development.

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Weld County School District RE-5J; (3) Developer has received written notice of Initial Acceptance of the Public Improvements; and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners association, if applicable; and (7) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, (i) the Town shall not unreasonably withhold building permits prior to completion of Private Improvements and Dry Utilities so long as the Developer has provided a Performance Guarantee to the Town in an amount equal to 115% of the total cost of any incomplete Private Improvements and Dry Utilities; and (ii) the Town may, in its sole discretion, issue building permits prior to completion of certain of the less critical Public Improvements, as determined by the Town in its sole discretion, on the condition that such improvements, including Dry Utilities, be completed prior to the issuance of certificates of occupancy. At the discretion of the Town Manager, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits.

OPERATION STANDARDS

8.1 Basic operation standards are found in the Johnstown Municipal Code and the Civil Engineering Construction Plans. In the event that Developer fails to perform to these standards within a reasonable time period after receiving written notice from the Town, not to exceed ten (10) calendar days, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within ten (10) days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Maintenance Guarantee.

8.2 Developer hereby ensures that Developer's subcontractors shall cooperate with the Town's construction inspectors in all manners, including, but not limited to, by ceasing operations when winds are of sufficient velocity to create blowing dust which the Town, in its discretion, determines is hazardous to the public health and welfare.

8.3 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, the Resolution or Approved Plans, Developer shall comply with Johnstown's municipal code, zoning ordinances, subdivision regulations, landscape guidelines and, if operative with respect to the Development, the approved design guidelines as set forth in the Great Plains Village Outline Development Plan and the Revere at Johnstown, Filing No. 1 Final Development Plan.

9.3 As a PUD (Planned Unit Development), appropriate architectural design standards within the Final Development Plan must meet or exceed those adopted by the Town as the Town Design Guidelines, as in effect on the date of this Agreement. Section 31(a) of the Hamilton Annexation Agreement requires a design review committee and architectural and design guidelines be agreed to by the Town and Developer with development application. The Final Development Plan in conjunction with Town Design Guidelines serves as these required guidelines. The review committee shall be established with the metropolitan district or homeowners' association, as appropriate, for ongoing management of adherence to these design guidelines within the Development.

9.4 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform to the Town's format and content requirements.

9.5 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept

free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and the Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 **Drainage Liability:** Developer shall indemnify and hold the Town harmless from any liability the Town may have on account of any change in the nature, direction, quantity, or quality of drainage flow resulting from the Development. In addition, Developer shall reimburse the Town for any and all costs, fees, and expenses, including attorney's fees, which the Town incurs in acquiring any rights-of-way or easements which the Town is required to acquire or condemn or which the Town is held to have acquired or condemned for drainage as a result of this

Development. This provision shall survive Final Acceptance and the termination of this Agreement.

10.4 Tax Liability: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

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

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have ten (10) days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such ten (10) day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance or Performance Guarantee.

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

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

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

12.2 Developer, District, or the homeowner's association, as appropriate, shall be responsible for replacement of decorative light fixtures, decorative street signs, and all other decorative amenities in the Development when replacement is necessary and warranted over time.

12.3 At least fourteen (14) days prior to the commencement of construction, Developer shall provide written notice to all property owners impacted by the construction, along with contact information for a work site supervisor. A list of those contacted and a copy of the notification shall be provided to the Town prior to the commencement of construction. Notification may be by U.S. mail or by delivering a printed flyer to each affected home or business location.

MISCELLANEOUS

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

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

13.3 **Recording of Agreement:** This Agreement shall be recorded with the approved Final Plat and shall be a covenant running with and against all the Property, property rights and improvements contained within the Development described in **Exhibit A** in order to put prospective owners, purchasers, successors, assigns, and others acquiring any interest in the

property on notice as to the terms and obligations herein. No lots, tracts or parcels may be separately conveyed prior to recording the Agreement and the Final Plat.

13.4 ***Binding Effect:*** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

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

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

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

TO DEVELOPER:

FORESTAR
 Attn: Matthew Napier
 9555 S. Kingston Ct.
 Englewood, CO 80112
 Email: MatthewNapier@Forestar.com

FORESTAR
 Attn: Carrie Cappel
 2221 E. Lamar Blvd.
 Suite 790
 Arlington, TX 76006
 Email: CarrieCappel@Forestar.com

TO TOWN:

TOWN OF JOHNSTOWN
 Attention: Town Manager
 450 So. Parish
 P.O. Box 609
 Johnstown, CO 80534
 Email: mlecerf@townofjohnstown.com

Avi S. Rocklin, Esq.
 Law Office of Avi S. Rocklin, LLC
 1437 N. Denver Avenue, #330
 Loveland, CO 80538
 Email: avi@rocklinlaw.com

Notice may also be provided by electronic mail (“e-mail”) communication on the condition that the recipient acknowledges receipt of the e-mail.

13.8 ***Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town’s reasonable costs and expenses, including attorney’s fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town’s rights and remedies specified elsewhere in the Agreement.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement.

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

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

13.12 ***No Presumption.*** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall

be considered joint authors and no provision shall be interpreted against any party because of authorship.

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

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

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

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this _____ day of _____, 2021.

FORESTAR (USA) REAL ESTATE GROUP INC

By: _____

Name:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2021, by
_____, _____, of Forestar
(USA) Real Estate Group, Inc.

WITNESS my hand and official seal.

My commission expires:

Notary Public

TOWN OF JOHNSTOWN, COLORADO
A Municipal Corporation

By: _____
Mayor Gary Lebsack

ATTEST:

By: _____
Diana Seele, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Revere at Johnstown, Filing No. 1)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions, or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A
LEGAL DESCRIPTION
(Property)

REVERE AT JOHNSTOWN FILING NO. 1

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6th PRINCIPAL MERIDIAN; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 06°24'24" EAST, A DISTANCE OF 30.18 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50 AS DEDICATED IN BOOK 86 AT PAGE 273 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 2,285.39 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 88°56'44" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 129.91 FEET TO SAID CENTER QUARTER CORNER OF SECTION 2;

THENCE SOUTH 88°59'30" WEST, ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1,262.03 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 2;

THENCE SOUTH 88°57'54" WEST, ALONG THE SOUTH LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER OF SECTION 2, A DISTANCE OF 139.80 FEET;

THENCE THE FOLLOWING ELEVEN (11) COURSES;

1. NORTH 06°12'56" WEST, A DISTANCE OF 553.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 800.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33'04", AN ARC LENGTH OF 356.76 FEET;
3. NORTH 70°39'52" WEST, A DISTANCE OF 40.00 FEET;
4. NORTH 19°20'08" EAST, A DISTANCE OF 0.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;
5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;
6. NORTH 19°20'08" EAST, A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 19°20'08" EAST;

7. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 23.56 FEET;
8. NORTH $19^{\circ}20'08''$ EAST, A DISTANCE OF 164.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 760.00 FEET;
9. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $25^{\circ}32'39''$, AN ARC LENGTH OF 338.83 FEET;
10. NORTH $06^{\circ}12'32''$ WEST, A DISTANCE OF 738.28 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;
11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $83^{\circ}57'00''$, AN ARC LENGTH OF 36.63 FEET;

THENCE SOUTH $89^{\circ}50'28''$ WEST, A DISTANCE OF 13.99 FEET;

THENCE NORTH $04^{\circ}42'30''$ WEST, A DISTANCE OF 30.10 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF COUNTY ROAD 50;

THENCE NORTH $89^{\circ}50'17''$ EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,324.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 73.514 ACRES, (3,202,273 SQUARE FEET), MORE OR LESS.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

EXHIBIT B-2
RESOLUTION APPROVING PLAT OR PLAN
(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Water and Sewer Service Agreement. Concurrent with the execution of this Agreement, the Town and Developer are entering into a Water and Sewer Service Agreement (“WSSA”). The WSSA contemplates that the Developer shall use “Low Water Landscaping” for a designated portion of the Development. For purposes of the WSSA and for purposes of this Agreement, the term “Low Water Landscaping” means and consists of non-turf planting areas with beds mulched with rock or organic or inorganic materials and shrubs, trees and ornamental species planted low density and irrigated by automated irrigation systems zoned separately from turf areas and equipped with a rain sensor shutoff. The application of Low Water Landscaping also includes xeriscape landscape principles and use of native shrubs and grasses.

Developer recognizes and agrees that the obligation to use Low Water Landscaping for common area irrigation is a material term of the WSSA and is also a material term of this Agreement. The obligation to maintain the use of Low Water Landscaping shall continue during and subsequent to construction of the Development and shall be a covenant running with the land. If, at any time, the amount of common area irrigated with Low Water Landscaping falls below the acreage indicated in Town-approved landscape plans, then additional raw water must be dedicated to the Town in the amount required by the Town pursuant to the Johnstown Municipal Code, as amended.

2. Construction drawings. Civil Engineering Construction Plans shall be approved by the Town Engineer, and a pre-construction meeting with the Town Public Works Department shall be conducted prior to commencement of construction of the Public Improvements. All Public and Private Improvements shall be constructed in conformance with these the approved Civil Engineering Construction Plans, and dedicated to the Town, where applicable, with Initial Acceptance of each phase after receipt of as-built plans therefor, and Final Acceptance of each phase after the passage of the warranty period therefor.
3. Phasing. Phasing of Public Improvements and Private Improvements is indicated on the approved development plans and construction drawings; such phasing may be modified only with the approvals of the Public Works Director and the Planning & Development Director.
4. Open Spaces, Parks and Trails. The Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the appropriate metropolitan district. The open spaces, parks, and trails shall be available for public use.
5. Construction of the community park areas located in Outlot K, south of Lot 6, Block 2, shall commence on or before the issuance of the ninetieth (90th) Certificate of

- Occupancy or, alternatively, in the Town's discretion, at such later time upon bonding with sufficient surety to the Town to guarantee such construction. Notwithstanding the foregoing, Outlot K shall be constructed in full no later than the issuance of the final building permit in Phase 1 of the Development. If Developer does not complete the community park by such time, the Town may, in its discretion, withhold the issuance of additional building permits for the Development.
6. Traffic Signals. The Developer shall, upon the Town's written request, pay a pro rata portion of the cost of the installation of traffic signals and related improvements, when warranted, at the intersections of (1) State Highway 60 and High Plains Boulevard and (2) High Plains Boulevard and Weld CR 50. The pro-rata portion shall be determined by the Town primarily based upon the generation of traffic resulting from the Development, as determined by an approved traffic study. Upon notice to the Town, this obligation may be assigned to a homeowners' association or metropolitan district. The pro rata portion shall be paid within sixty (60) days of receipt of written request from the Town, unless otherwise agreed to in writing by the Town Manager.
 7. High Plains Boulevard. The Developer shall extend and construct improvements to High Plains Boulevard from its current terminus north of CO Highway 60 to Weld County Road 50 to the approved interim arterial standard, per the approved Civil Engineering Construction Plans. In the Town's discretion, the Town may permit modified phasing of such improvements to facilitate coordination with adjacent property owners for improvements that may physically and directly impact such construction. Any such modified phasing shall be subject to coordination with the Front Range Fire and Rescue Authority to maintain necessary emergency access and may require additional bonding or surety to guarantee full improvements are installed.
 8. The 50-foot Magellan oil and gas pipeline easement shall be recorded.

EXHIBIT C
SCHEDULE OF PUBLIC IMPROVEMENTS
(SEE ATTACHED)

EXHIBIT D**FORM - IRREVOCABLE LETTER OF CREDIT**

NAME OF ISSUING BANK _____
ADDRESS OF ISSUING BANK _____

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$ _____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Revere at Johnstown, Filing No. 1,, dated the day _____ of _____, 20____, between the Town of Johnstown and Forestar (USA) Real Estate Group Inc., a Delaware corporation.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20____.

Issuing Bank:_____

By: _____

Officer's Title:

Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:

Notary Public



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: May 17, 2021

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 05/15/2021 – Town Council Retreat – (8 am – 2 pm)
- 06/07/2021 – Regular Town Council Meeting
- 06/21/2021 – Regular Town Council Meeting

Administration, Finance, Planning, & Human Resources

- *2020 Audit* – The auditors have completed their onsite work for the 2020 audit. Auditors will continue additional in-depth testing remotely.
- *Municipal Court* – The Court Clerk processed 86 summonses in the month of April.
- *Mobile Food Trucks* – The YMCA will be hosting a Food Truck Rally every Thursday evening from 5:30 p.m. – 8:30 p.m. Staff has been working with the vendors to get them registered and approved.
- *Realities for Children Ride and Rally* – On Sunday, May 30, 2021, Realities for Children Charities will be bringing their annual motorcycle ride to Johnstown from 9:00 a.m. to 6:00 p.m. Staff has been working with the organizers of this event.
- *Liquor Licensing* – The renewal application for Cheba Hut has been submitted to the State.

The Community That Cares

www.TownofJohnstown.com

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

- *Planning & Zoning Commission* – The PZC has received three applications to fill the remaining opening on the commission. The Commission will interview these candidates at meetings in June and provide a recommendation to Council.
- *Rocky Mountain Rail* – Staff met with the RMR group to discuss updated alternatives for alignments of future passenger rail through Johnstown.
- *Economic Development* – Staff will be launching several Business Retention & Expansion (BR&E) initiatives to engage with our local businesses in Johnstown starting in June. Staff will work with the Communications Department for press releases and social media campaigns to make the community aware of the upcoming programs.
- *Johnstown Cash Program* – As of May 7, 48 businesses have signed up and over \$27,000 has been redeemed in certificates.
- *RE-5J School Projects* – Town Staff are meeting with RE-5J representatives to discuss both the elementary and high school construction projects. All elements within these two projects are being discussed to ensure a smooth transition from concept to construction.
- *Broadband Kick-Off Meeting* – The regional broadband study will have its kick-off meeting on May 12, 2021. Stay tuned for information regarding outreach and communication with the community.
- *Hiring* – Several vacant positions are expected to be filled in the upcoming weeks including: Water/Wastewater Operator, part-time Records Clerk, part-time Customer Service Technician, and seasonal parks department help. Also, we posted for both Planner II and Municipal Court Clerk role to replace staff leaving in June.
- *CIRSA* – HR is working on the Town renewal application for safety management and insurance.
- *Compliance* – Updated labor postings in all Town locations to comply with current laws. Implemented an updated sick pay policy to comply with current Colorado law.
- *Benefits* - Held a free retirement planning session for Staff with our financial advisor to help them understand what they need to save for retirement. Currently evaluating how our retirement benefits compare to surrounding municipalities.
- *HRIS* – Evaluating HRIS systems to digitize employment records and become more scalable as the Town continues to grow.

Police Department

Training

- *Taser Instructor Certification* – Sergeant Timme and Officer Ward completed their instructor certification for Taser. This certification allows our department to recertify our officers in-house.
- *Anti-Bias Training* – All certified department personnel were trained in Anti-Bias Training for Law Enforcement and Community Policing.

Community Policing, Outreach & Miscellaneous Items:

- *National Drug Take Back Program* – The police department participated in the DEA's National Drug Take Back Program and collected over 90 pounds of returned medication. This is a 30-pound increase over previous years.

The Community That Cares

Johnstown.colorado.gov

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

Public Works Department

Streets, Stormwater, Fleet & Parks

- *Grading* – County Roads 3, 3C, 42 and 44 were graded for a total of 7 miles combined. We will be applying mag chloride to these roads in the next few weeks and will coordinate with Weld County for the application.
- *Parks* – The growing season is officially underway and mowing operations have started. Sprinklers are being turned on in all parks as well as the cemetery. Staff has found minimal damaged heads and thankfully no broken main lines. Disinfecting of parks continues 2-3 days per week. Park inspections are finding minor issues with our playgrounds and Staff is making repairs as needed. Portolets were delivered to Town parks.
- *Sewer Interceptor* – Work has begun on the interceptor project on County Road 46.5. Connell Resources has started moving in and pipework is scheduled to start the week of May 10. Hyrdo Construction, the sub-contractor for this project, has started the work on the new lift station.

Construction Inspection

- *County Road 3* – Work on County Road 3 has slowed due to waiting on the final approval of roadway. Staff requested the contractor work on property improvements while design is reviewed and if the road can stay open in the meantime.

Water Plant & System

- *GAC System* – The street department is completing the prep work for the concrete pad and expect to pour concrete the week of the May 10. Materials have been ordered for the pipe work which is scheduled to start in the next 2 weeks. We are working hard to have the system online by mid-June.
- *Tank Repairs* – The work on the south water tank at the WTP is still being completed. The coating company is on site, sand blasting the interior shell and floors. Interior coating is scheduled for the end of May.
- *Water Plant* – Water plant is officially back online! We have had a few issues with the chemical feed pumps and surge tank, be we are currently fine-tuning SCADA to repair these issues. The plant is otherwise operating well.

Wastewater Plants and Collection System

- *Low Point* – Staff interviewed contractors to assist with final design and value engineering for the expansion of the Low Point plant. We plan on proposing to Council a contractor to hire as the CMaR Consultant.
- *CWWTP* – Selection of the CWWTP design firm will be brought to Council on May 17. The recommendation will be to hire Aqua Engineering, who is the design firm currently under contract for our Low Point WWTP Expansion. We anticipate constructing the same plant type, which will help with training of Staff and uniform design and treatment.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 17, 2021

SUBJECT: The Granary Preliminary Subdivision Plat and Development Plans

ACTION PROPOSED: Approve Resolution 2021-14 Approving the The Granary Preliminary Subdivision Plat and Development Plan

ATTACHMENTS:

1. Vicinity Map
2. Resolution 2021-14
3. Proposed Preliminary Subdivision Plat & Development Plan
4. PZC Staff Report
5. Referral Sheets – JRC and External

PRESENTED BY: Kim Meyer, Planning & Development Director

PUBLIC HEARING:

The initial public hearing for The Granary Preliminary Subdivision Plat and Development Plan was opened on May 3, 2021, and continued to a date certain, for this May 17, 2021, hearing.

At that original May 3rd hearing date, Council noted duplication and other street naming concerns within the preliminary plat. Staff notes that the final recorded plats for each phase will officially create those street names, and all names will be checked for duplication and appropriateness, in conjunction with the fire district, prior to presenting final plats to Council for approval.

AGENDA ITEM DESCRIPTION:

The Applicant, Hartford Acquisitions, LLC, is requesting approval for The Granary Preliminary Subdivision Plat and Preliminary Development Plans for approximately 275 acres of land located north of CR 46, between Telep Ave. and Colorado Blvd. (See Attachment 1) The proposed development is subject to the recently-approved The Granary Outline Development Plan (ODP) and is designed in conformance with that document.

The proposed The Granary Preliminary Subdivision Plat and Development Plans (Attachment 3) include a central collector spine with local streets providing access to lots for 925 single family detached homes, as well

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

as pocket parks and trails, and stormwater facilities, within the 94 acres of common open space (32% of the site). This development includes dedications for the half-width (60') rights of way (with final plat), and construction of improvements to the major arterials that border the property – Telep Ave., CR 46, and Colorado Blvd. Intersection improvements are also anticipated as each future filing moves forward to final platting and development plans, as indicated by the approved traffic study. The Applicant is asked to continue to collaborate with the adjacent residences/parcels to coordinate improvements and ensure ongoing access. Street names shown are still preliminary on this plat and a few require revision; these will be finalized with final platting.

This proposed development is in substantial compliance with the previously-approved Outline Development Plan, as well as Town and PUD design standards and specifications. Detailed construction documents will be forthcoming with future filings of final subdivision plats and development plans. This neighborhood is expected to be built in several phases of construction and home-building over the course of several years, beginning on the east side of the property and progressing west with each phase.

The Applicant has proposed integrating the existing oil and gas facilities into the neighborhood open spaces, utilizing a minimum 150-foot setback from trails, with a minimum of 350-feet from home sites. COGCC and the Town do not regulate these “reciprocal” setbacks from existing oil and gas facilities. An existing pipeline and easement also run through the property and are accommodated within the design. Additional easements, including a 100-foot easement for the Hillsborough Ditch encumber the site. The Applicant, the Town, and the ditch company are collaborating on maintaining that ditch alignment and function; the ditch company will sign the final plat for any filing that materially impacts the ditch.

The Planning & Zoning Commission held a public hearing on March 10, 2021. The Commission voted unanimously to recommend approval of the Preliminary Subdivision Plat and Preliminary Development Plans to the Town Council, with the findings and conditions that are contained in the attached staff report (Attachment 4) and reiterated in substance in the proposed Resolution 2021-14 (Attachment 2).

Town Staff has also met with adjacent neighbors who have expressed concerns with increased traffic and other impacts to their property use and value. While concerns of traffic and access are unlikely to be fully satisfied as this historically rural area becomes more urban, Staff is committed to continuing to work with neighbors and facilitating conversations with the Applicant to ensure appropriate and reasonable outcomes related to these concerns.

LEGAL ADVICE:

The Town Attorney drafted the Resolution template.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2021-14 Approving The Granary Preliminary Subdivision Plat and Preliminary Development Plans with conditions as stated within the resolution document.

SUGGESTED MOTIONS:**For Approval**

Based on findings and analysis presented at this hearing, I move to approve Resolution 2021-14 Approving The Granary Preliminary Subdivision Plat and Preliminary Development Plans with conditions, as stated within the resolution.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2021-14 with the following findings...

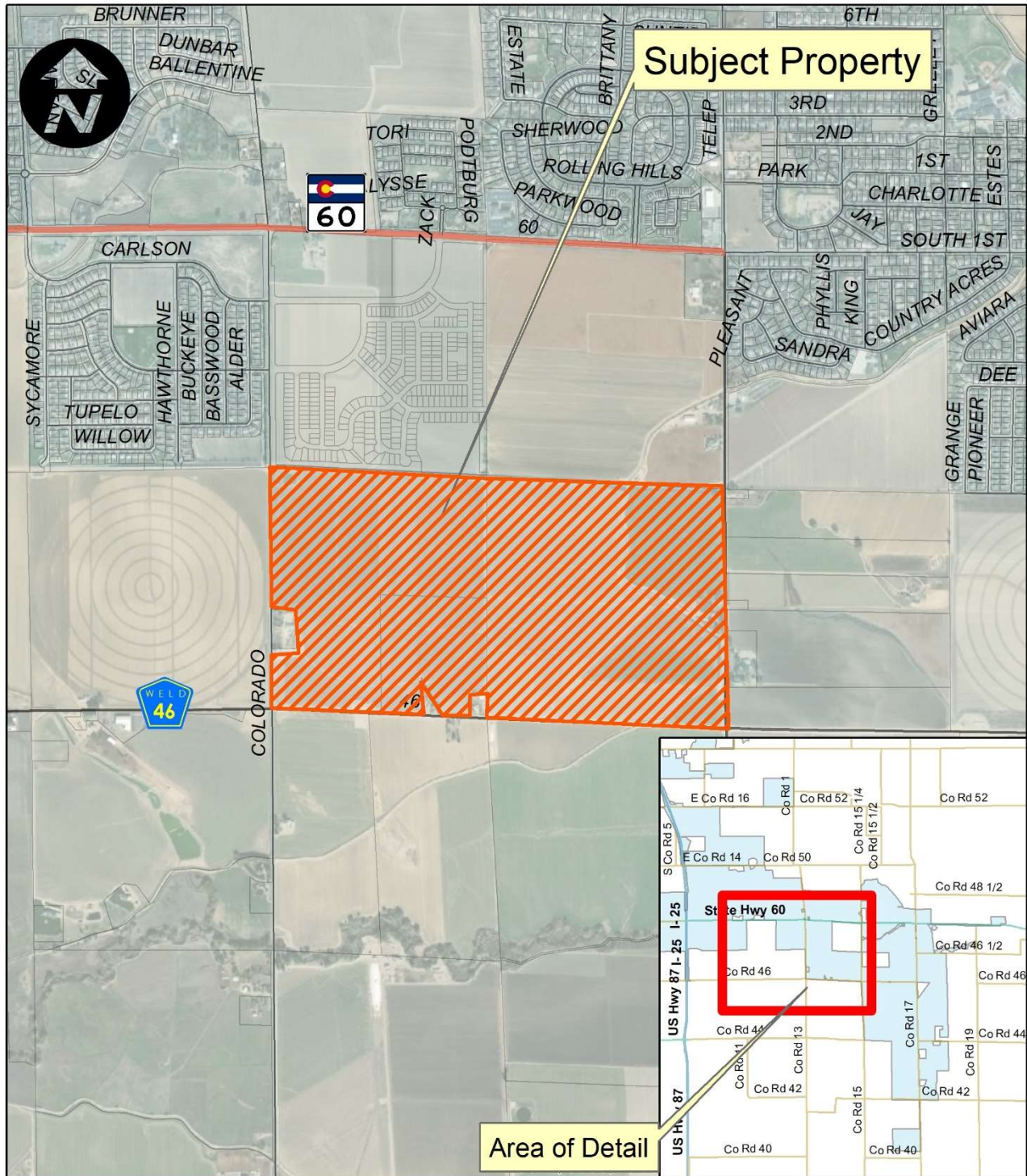
Reviewed and Approved for Presentation,



Town Manager

VICINITY MAP

The Granary – Preliminary Subdivision Plat & Development Plan



**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-14**

APPROVING THE PRELIMINARY SUBDIVISION PLAT AND THE PRELIMINARY DEVELOPMENT PLAN FOR THE GRANARY, LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 294.764 ACRES.

WHEREAS, Hartford Acquisitions, LLC, a Colorado corporation, (“Applicant”), submitted an application to the Town of Johnstown (“Town”) for approval of a Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 294.764 acres (“Property”); and

WHEREAS, the Applicant is under contract to purchase the Property, and intends to consummate the purchase and take fee ownership of the Property by December 31, 2021; and

WHEREAS, on April 14, 2021, the Planning and Zoning Commission held a public hearing and recommended approval of the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, with conditions; and

WHEREAS, on May 3, 2021 and, upon a continuance, on May 17, 2021, the Town Council held a public hearing concerning approval of the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17.

WHEREAS, based on the foregoing, Town Council desires to approve the Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary, with conditions.

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

Section 1. Preliminary Subdivision Plat Approval: The Preliminary Subdivision Plat for The Granary, located in the South Half of Section 7, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 294.764 acres, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for The Granary, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Preliminary Subdivision Plat and the Preliminary Development Plan for The Granary are approved subject to the following conditions, which conditions shall bind the Applicant and any subsequent owner or developer of the Property:

1. The Applicant shall resolve all outstanding comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District with subsequent submittals for Final Subdivision and Final Development Plans for each filing.
2. The Applicant shall collaborate with Town Staff and the three (3) owners of the excluded properties to ensure preservation of their accesses and coordinate public improvements along their frontages, including: 22180 CR 13, 6335 CR 46, and 6423 CR 46.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS _____ day of May, 2021.

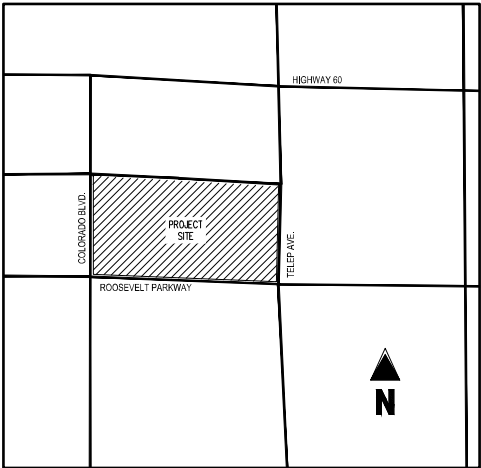
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Diana Seele, Town Clerk

By: _____
Gary Lebsack, Mayor

PRELIMINARY PLAT
THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

OWNER AND DEVELOPER

KETO DEVELOPMENT, LLC
PATRICK WOMEKIN
4801 GOODMAN ST.
TIMNATH, CO 80547

SITE ENGINEER

GALLOWAY & COMPANY
JAMES PRELOG
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

SURVEYOR

GALLOWAY & COMPANY
FRANK A. KOHL
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS **THE GRANARY**, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 2020.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

TOWN ENGINEER

APPROVED THIS _____ DAY OF _____, 20____

TOWN ENGINEER, TOWN OF JOHNSTOWN

EASEMENT APPROVAL

UTILITY EASEMENTS ARE ADEQUATE AS SHOWN AND ARE HEREBY APPROVED AND OR VACATED AS SHOWN ON THIS PLAT

PUBLIC WORKS DIRECTOR

HILLSBOROUGH CONSOLIDATED DITCH COMPANY

GENERAL NOTES

- THIS MAP OR PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
- ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
- CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCE MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-80-103(3)(A).
- IRRIGATION EASEMENT AT RECEPTION NO. 3011360 TO BE VACATED. SEE DETAIL A, SHEET 2.
- 20' FARM LANE EASEMENT AT RECEPTION NO. 3011360 TO BE VACATED. SEE DETAIL B, SHEET 2.
- HILLSBOROUGH DITCH RIGHT OF WAY RECORDED AT BOOK 23, PAGE 510 AND BOOK 76, PAGE 203 IS HEREBY VACATED BY THIS PLAT. THE REVISED LOCATION IS SHOWN HEREON.
- THIS PLAT IS PRELIMINARY IN NATURE. IT SUBJECT TO CHANGE WITH FINAL PLAT PROCESS.

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **THE GRANARY SUBDIVISION** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2020.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT KETO/LEWIS, BEING OWNER OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PM, WELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7, MONUMENTED WITH NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED LS 38638;

THENCE N87°14'19"W, A DISTANCE OF 2626.11 FEET TO THE SOUTH QUARTER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF THAT PARCEL RECORDED IN THE WELD COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 1577982, MONUMENTED WITH 2-1/2" ALUMINUM CAP, STAMPED 24657;

THENCE ON THE EAST, NORTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:
1. THENCE N00°13'00"E, A DISTANCE OF 248.03 FEET ON SAID EAST LINE, TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
2. THENCE N87°15'06"W, A DISTANCE OF 199.97 FEET ON SAID NORTH LINE, TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
3. THENCE S00°13'00"W, A DISTANCE OF 248.03 FEET ON SAID WEST LINE, TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, WITNESSED BY A 24"; NO. 4 REBAR WITH AN ILLEGIBLE 1-1/4" YELLOW PLASTIC CAP, SET 30.62' NORTH;

THENCE N87°15'06"W, A DISTANCE OF 312.79 FEET ON SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THAT PARCEL RECORDED AT RECEPTION NO. 1636091 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, MONUMENTED WITH A NO. 4 REBAR WITH 1-1/4" ILLEGIBLE YELLOW PLASTIC CAP.

THENCE ON THE EAST AND WEST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:
1. THENCE N27°01'39"W, A DISTANCE OF 470.75 FEET ON SAID EAST LINE, TO A NO. 4 REBAR, NO CAP;
2. THENCE S00°12'42"W, A DISTANCE OF 409.00 FEET ON SAID WEST LINE, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER MONUMENTED WITH A NO. 4 REBAR, NO CAP;

THENCE N87°15'06"W, A DISTANCE OF 484.10 FEET ON SAID SOUTH LINE TO THE WEST SIXTEENTH CORNER OF COMMON TO SECTION 7 AND 18, MONUMENTED WITH NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP, ILLEGIBLE;

THENCE N87°14'05"W, A DISTANCE OF 1168.87 FEET ON SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SECTION 7, MONUMENTED WITH A NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP, STAMPED LS 38512;

THENCE N00°00'51"W, A DISTANCE OF 667.34 FEET ON THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE SOUTHWEST CORNER OF THAT PARCEL RECORDED IN THE WELD COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 1577982, WITNESSED BY A NO. 4 REBAR, WITH NO CAP, SET ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 13 AND ON THE SOUTH LINE OF SAID RECORDED PARCEL, 29.91' EAST OF SAID CORNER;

THENCE ON THE SOUTH, EAST AND NORTH LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:
1. THENCE FROM SAID SOUTHWEST CORNER RECORDED AT RECEPTION NO. 1577982, N89°59'43"E, A DISTANCE OF 275.07 FEET ON SAID SOUTH LINE TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
2. THENCE N00°02'00"W, A DISTANCE OF 427.84 FEET ON SAID EAST LINE TO A NO.4 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED LS 22098;
3. THENCE S88°58'34"W, A DISTANCE OF 274.93 FEET ON SAID NORTH LINE TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 7, SAID POINT WITNESSED BY A NO. 4 REBAR WITH AN ILLEGIBLE 1-1/4" YELLOW PLASTIC CAP, SET ON THE EAST RIGHT OF WAY LINE OF WELD COUNTY ROAD 13 AND ON THE NORTH LINE OF SAID RECORDED PARCEL, SET 30.13' EAST OF SAID CORNER;

THENCE N00°00'51"W, A DISTANCE OF 237.72 FEET ON SAID WEST LINE TO THE SOUTH SIXTEENTH CORNER COMMON TO SECTION 7 AN 12, MONUMENTED WITH A NO. 6 REBAR WITH ALUMINUM CAP, STAMPED LS 22098;

THENCE N00°00'37"W, A DISTANCE OF 1302.58 FEET ON SAID WEST LINE TO A POINT ON THE SOUTH LINE OF BOOK 370, PAGE 451 IN THE WELD COUNTY CLERK AND RECORDERS OFFICE, MONUMENTED WITH 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;

THENCE ON SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES:
1. THENCE S86°51'18"E, A DISTANCE OF 1176.26 FEET TO A 24"; NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 37911;
2. THENCE S86°51'18"E, A DISTANCE OF 1216.45 FEET TO AN A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER AND ON THE SOUTH LINE OF THAT PARCEL RECORDED AT BOOK 163, PAGE 246, MONUMENTED WITH 24"; NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638;

THENCE CONTINUING ON SAID SOUTH LINE FOR THE FOLLOWING THREE (3) COURSES:
1. THENCE S86°51'23"E, A DISTANCE OF 1233.02 FEET TO A NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638;
2. THENCE S03°08'37"W, A DISTANCE OF 50.00 FEET TO A NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638;
3. THENCE S86°51'23"E, A DISTANCE OF 1400.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, WITNESSED BY A NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, NOT STAMPED, SET ON THE AFORE REFERENCED LINE AND 29.79 FEET WEST OF SAID SECTION LINE;

THENCE S00°17'44"W, A DISTANCE OF 2550.89 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 12,839,938 SQUARE FEET OR 294.764 ACRES.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, BLOCKS, OUTLOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **THE GRANARY** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

BASIS OF BEARING: THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7 IS ASSUMED TO BEAR S 00°17'44" W AND DISTANCE OF 2630.99', MONUMENTED AT THE NORTH BY NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED "LS 26606" IN MONUMENT BOX AND AT THE SOUTH BY NO. 6 REBAR WITH 3-1/2" ALUMINUM CAP, STAMPED "PLS 38638" WITH ALL OTHER BEARINGS RELATIVE THERETO.

KETO/LEWIS

BY _____

STATE OF _____)
_____)SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2020 BY _____, AS _____ OF KETO/LEWIS

WITNESS HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLAT NOTES

- GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
- STREET SIGNAGE: THE OWNER/DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF ALL ROADWAY SIGNAGE, INCLUDING 'NO PARKING/FIRE LANE' SIGNAGE, AS REQUIRED BY THE TOWN PUBLIC WORKS/STREETS DEPARTMENT AND/OR APPLICABLE FIRE DISTRICT. THE OWNER SHALL MAINTAIN SAID SIGNAGE.
- FENCING: LOTS THAT BACK TO OR OTHERWISE ABUT OPEN SPACE AREAS ARE RESPONSIBLE FOR CONSTRUCTION OF REQUIRED SPLIT-RAIL FENCING PER RIDGE AT JOHNSTOWN DESIGN GUIDELINES.
- STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE TOWN ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.
- DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)
- DRAINAGE LIABILITY. THE TOWN DOES NOT ASSUME ANY LIABILITY FOR DRAINAGE FACILITIES IMPROPERLY DESIGNED OR CONSTRUCTED. THE TOWN REVIEWS DRAINAGE PLANS BUT CANNOT, ON BEHALF OF ANY APPLICANT, OWNER OR DEVELOPER, GUARANTEE THAT FINAL DRAINAGE DESIGN REVIEW AND APPROVAL BY THE TOWN WILL RELIEVE SAID PERSON, HIS SUCCESSORS AND ASSIGNS, FROM LIABILITY DUE TO IMPROPER DESIGN. TOWN APPROVAL OF A FINAL PLAT DOES NOT IMPLY APPROVAL OF THE DRAINAGE DESIGN WITHIN THAT PLAT.
- LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN, AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.
- SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL.

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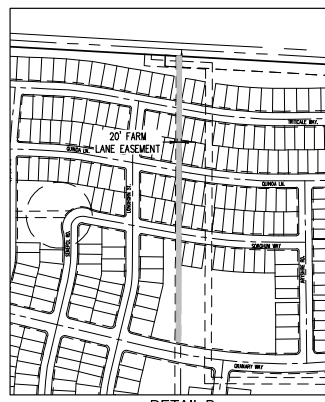
THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

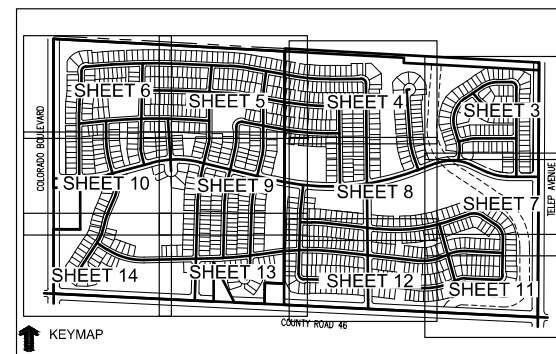
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Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



	FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED
	SET 24" # 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED PLS 37911" UNLESS OTHERWISE NOTED
	AUQUOT CORNER (AS DESCRIBED)
	PROPERTY LINE
	LOT LINE
	SECTION LINE
	EASEMENT LINE
REC. NO.	RECEPTION NUMBER
	BLOCK NUMBER
	EASEMENT TO BE VACATED BY THIS PLAT
	RIGHT OF WAY



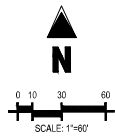
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.



T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

#	Date	Issue / Description	Initials
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Project No:	HFH000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020



PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING
C784	60°27'06"	474.79	450.00	S26°00'57"E
C785	60°27'06"	580.29	550.00	S26°00'57"E

THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

● FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED

● SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED

◆ ALIQUOT CORNER (AS DESCRIBED)

— PROPERTY LINE

— LOT LINE

- - - SECTION LINE

- - - EASEMENT LINE

REC. NO.

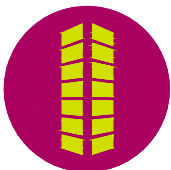
BLOCK NUMBER

Gallo Item #7.

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THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No: HPH0000020.10
Drawn By: AN
Checked By: FAK
Date: 12/18/2020

THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED PLS 38638 UNLESS OTHERWISE NOTED
SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638 UNLESS OTHERWISE NOTED
ALLOT CORNER (AS DESCRIBED)

PROPERTY LINE
LOT LINE
SECTION LINE
EASEMENT LINE
RECEPTION NUMBER
BLOCK NUMBER

Gallo Item #7.

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THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No: HPH0000020.10
Drawn By: AN
Checked By: FAK
Date: 12/18/2020

THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ALLOTMENT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RECEPTION NUMBER
- BLOCK NUMBER

Gallo Item #7.

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THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP, STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALIQUOT CORNER (AS DESCRIBED)

PROPERTY LINE
LOT LINE
SECTION LINE
EASEMENT LINE
RECEPTION NUM
BLOCK NUMBER

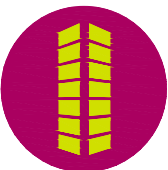
RIGHT OF WAY

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THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP, STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALLOUT CORNER (AS DESCRIBED)

PROPERTY LINE		RIGHT OF WAY
LOT LINE		
SECTION LINE		
EASEMENT LINE		
RECEPTION NUMBER		
BLOCK NUMBER		

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T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

[illegible]

Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38609" UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED PLS 38638" UNLESS OTHERWISE NOTED
- ALLOUT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- RECEPTION NUMBER
- BLOCK NUMBER



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THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP, STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

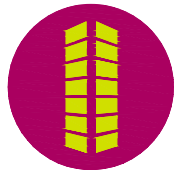
SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP,
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALIQUOT CORNER (AS DESCRIBED)

—	PROPERTY LINE		RIGHT OF WAY
—	LOT LINE		
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- -	EASEMENT LINE		
	RECEPTION NUMBER		
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Galloway Item #7.
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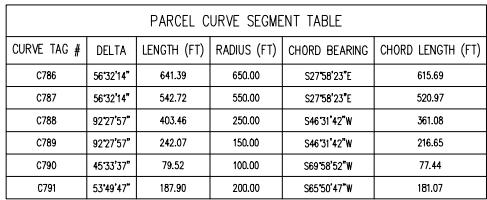


THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

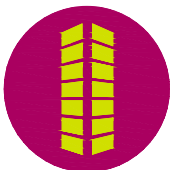


LEGEND

_____ PROPERTY LINE
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----- EASEMENT LINE
REC. NO. _____ RECEPTION NUMBER
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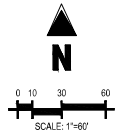
THE GRANARY

T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

[illegible]

Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

THE GRANARY
PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO



LEGEND

- FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED
- SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED
- ◆ ALIQUOT CORNER (AS DESCRIBED)
- PROPERTY LINE
- LOT LINE
- SECTION LINE
- - - EASEMENT LINE
- REC. NO.
- RECEPTION NUMBER
- Ⓢ BLOCK NUMBER
- RIGHT OF WAY



Gallo Item #7.

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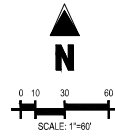
THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No: HPH0000020.10
Drawn By: AN
Checked By: FAK
Date: 12/18/2020

LOT A, RECORDED EXEMPTION RE-1008
OWNER: SAUER SOUTH LLC



THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

LEGEND

FOUND NUMBER 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP, STAMPED "PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP, STAMPED "PLS 38638" UNLESS OTHERWISE NOTED

ALLOQUOT CORNER (AS DESCRIBED)

PROPERTY LINE
LOT LINE
SECTION LINE
EASEMENT LINE
RECEPTION NUMBER
BLOCK NUMBER

REC. NO.
⑩

RIGHT OF WAY

Gallo Item #7.

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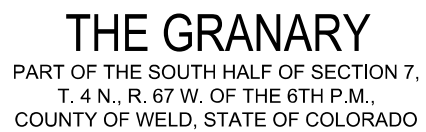


THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

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Project No: HPH000002.10
Drawn By: AN
Checked By: FAK
Date: 12/18/2020



FOUND NUMBER 5 REBAR WITH 1-1/4"
ORANGE PLASTIC CAP, STAMPED
"PLS 38069" UNLESS OTHERWISE NOTED

SET 24" # 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP,
STAMPED PLS 38638" UNLESS OTHERWISE NOTED

ALLOT CORNER (AS DESCRIBED)

—	PROPERTY LINE		RIGHT OF WAY
—	LOT LINE		
—	SECTION LINE		
- -	EASEMENT LINE		
	RECEPTION NUMBER		
	BLOCK NUMBER		



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THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

[illegible]

Project No:	HFH0000020.10
Drawn By:	AN
Checked By:	FAK
Date:	12/18/2020

THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	89°32'34"	31.26	20.00	N45°04'26"E
C2	90°00'00"	31.42	20.00	S45°08'52"E
C3	90°00'00"	31.42	20.00	N44°51'08"E
C4	25°24'15"	192.87	435.00	S77°26'45"E
C5	12°00'12"	107.89	515.00	S70°44'43"E
C6	84°38'15"	29.54	20.00	S34°25'41"E
C7	84°38'15"	29.54	20.00	N60°12'33"E
C8	23°22'20"	210.08	515.00	N80°50'30"E
C9	90°00'00"	31.42	20.00	S65°50'39"E
C10	90°35'08"	31.62	20.00	N24°26'55"E
C11	10°05'48"	433.50	2460.00	N74°47'23"E
C12	99°36'41"	34.77	20.00	S50°21'23"E
C13	82°46'46"	28.89	20.00	N40°49'50"E
C14	47°41'41"	182.24	2460.00	N40°03'35"E
C15	92°59'34"	32.46	20.00	S47°02'50"E
C16	89°21'29"	31.19	20.00	N44°07'39"E
C17	14°14'09"	630.54	2460.00	S83°51'04"E
C18	90°00'00"	31.42	20.00	S31°30'29"E
C19	90°00'00"	31.42	20.00	N68°29'31"E
C20	90°00'00"	31.42	20.00	S31°30'29"E
C21	90°00'00"	31.42	20.00	N68°29'31"E
C22	90°00'00"	31.42	20.00	S31°30'29"E
C23	90°04'49"	31.44	20.00	N68°31'42"E
C24	143°59'34"	261.10	1020.00	S83°45'40"E
C25	87°41'12"	30.61	20.00	S47°15'03"E
C26	86°48'06"	30.30	20.00	N39°59'36"E
C27	84°51'11"	155.83	1020.00	N79°01'04"E
C28	90°00'00"	31.42	20.00	S60°21'32"E
C29	90°00'00"	31.42	20.00	N29°38'28"E
C30	90°00'00"	31.42	20.00	S60°21'32"E
C31	90°11'32"	31.48	20.00	N29°44'14"E
C32	13°40'35"	238.70	1000.00	N81°40'18"E
C33	91°10'46"	31.83	20.00	S45°54'01"E
C34	90°00'00"	31.42	20.00	N44°41'22"E
C35	90°17'48"	31.52	20.00	S45°09'44"E
C36	89°42'12"	31.31	20.00	S44°50'16"W
C37	14°52'37"	280.42	1080.00	S82°15'03"W
C38	89°48'43"	31.36	20.00	N60°16'24"E
C39	90°00'00"	31.42	20.00	N29°38'28"E
C40	61°01'23"	98.81	940.00	N77°39'09"E
C41	95°55'42"	39.49	20.00	S31°22'18"E
C42	180°00'00"	210.49	67.00	N66°35'33"E
C43	94°55'29"	33.13	20.00	N44°03'17"E
C44	120°56'37"	197.95	940.00	S82°27'00"E
C45	89°54'34"	31.38	20.00	S31°27'46"E
C46	90°00'00"	31.42	20.00	S58°29'31"W
C47	90°00'00"	31.42	20.00	N31°30'29"W
C48	90°00'00"	31.42	20.00	S58°29'31"W
C49	90°00'00"	31.42	20.00	N31°30'29"W
C50	90°00'00"	31.42	20.00	S58°29'31"W
C51	57°59'25"	265.56	2540.00	N79°30'11"W
C52	88°52'51"	31.03	20.00	N38°15'28"W
C53	88°52'51"	31.03	20.00	S50°49'27"W
C54	122°07'07"	553.49	2540.00	S89°01'15"W
C55	96°40'15"	33.74	20.00	N48°53'11"W
C56	80°36'59"	28.14	20.00	S39°45'27"E
C57	10°54'36"	483.65	2540.00	S74°36'38"W
C58	46°06'01"	350.00	435.00	N87°47'37"W
C59	25°24'15"	228.34	515.00	N77°26'45"W
C60	90°26'36"	31.57	20.00	N44°55'54"W
C61	137°31'11"	46.71	196.50	N6°39'43"E
C62	117°41'21"	180.07	88.00	N45°08'52"W
C63	137°31'11"	46.71	196.50	S83°02'33"W
C64	33°40'55"	179.30	305.00	S73°00'40"W
C65	73°24'01"	390.73	305.00	S19°28'12"E
C66	25°07'44"	118.38	270.00	S44°01'11"E
C67	147°04'01"	81.02	330.00	S05°15'25"W
C68	82°39'07"	28.85	20.00	S35°08'58"W
C69	86°17'40"	30.12	20.00	S60°22'38"E
C70	73°24'01"	313.86	245.00	S19°28'12"E
C71	82°17'54"	28.73	20.00	N82°40'51"W
C72	97°42'06"	34.10	20.00	S71°09'09"W
C73	33°40'55"	144.03	245.00	N73°00'40"E
C74	90°00'00"	31.42	20.00	N45°08'52"W
C75	90°00'00"	31.42	20.00	N44°51'08"E
C76	48°36'58"	207.89	245.00	N65°50'23"W
C77	48°36'58"	258.80	245.00	N65°50'23"W
C78	90°00'00"	31.42	20.00	N45°08'52"W
C79	90°00'00"	31.42	20.00	N44°51'08"E
C80	137°26'36"	71.21	305.00	N83°09'50"E

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING
C81	137°26'36"	57.20	245.00	S83°09'50"W
C82	90°00'00"	31.42	20.00	N45°08'52"W
C83	92°27'57"	40.35	25.00	N46°31'42"E
C84	86°41'16"	30.26	20.00	S43°53'41"E
C85	96°46'33"	33.78	20.00	S47°50'14"W
C86	28°09'47"	356.36	725.00	S82°08'37"W
C87	24°15'57"	62.51	145.00	S80°24'42"W
C88	137°31'11"	46.71	196.50	S80°25'44"W
C89	119°19'39"	183.27	88.00	S46°43'02"W
C90	137°31'11"	46.71	196.50	S67°01'35"E
C91	57°08'15"	204.43	205.00	S27°53'45"E
C92	52°37'51"	188.31	205.00	S82°46'48"E
C93	25°19'14"	749.07	1695.00	N83°35'53"E
C94	83°51'27"	29.05	20.00	S42°08'46"E
C95	96°46'33"	33.78	20.00	S47°50'14"W
C96	24°07'29"	617.96	1755.00	S86°08'16"W
C97	88°47'09"	15.48	10.00	N69°35'56"W
C98	88°47'09"	15.48	10.00	S29°06'09"W
C99	23°25'57"	78.07	1755.00	S72°04'44"W
C100	52°37'51"	133.19	145.00	N69°35'56"W
C101	57°08'15"	144.60	145.00	N27°53'45"E
C102	92°08'16"	16.07	10.00	N46°43'02"E
C103	87°54'42"	15.34	10.00	N43°16'58"E
C104	92°58'16"	16.07	10.00	N46°43'02"E
C105	22°26'31"	80.30	205.00	N81°32'25"E
C106	94°25'57"	16.48	10.00	N39°59'36"E
C107	83°18'37"	14.54	10.00	N62°24'29"E
C108	28°09'47"	328.87	665.00	N82°08'37"E
C109	83°13'02"	29.05	20.00	S42°08'46"E
C110	96°46'33"	33.78	20.00	S47°50'14"W
C111	28°09'47"	218.73	445.00	S82°08'37"W
C112	96°41'23"	16.88	10.00	N63°35'35"W
C113	87°42'19"	15.31	10.00	S28°36'16"W
C114	20°18'15"	150.61	425.00	S82°36'33"W
C115	19°55'59"	168.73	485.00	S45°09'44"E
C116	91°52'25"	16.04	10.00	S61°02'36"E
C117	83°18'37"	14.54	10.00	N62°24'29"E
C118	28°09'47"	189.24	385.00	N82°08'37"E
C119	83°13'02"	29.05	20.00	S42°08'46"E
C120	93°18'44"	32.57	20.00	N46°06'19"E
C121	83°18'44"	29.26	20.00	N46°06'19"E
C122	41°55'56"	246.23	3470.00	N66°25'50"W
C123	137°31'11"	46.71	196.50	S84°45'37"W
C124	117°41'21"	180.07	88.00	N45°08'52"W
C125	137°31'11"	46.71	196.50	N82°47'47"E
C126	94°26'36"	16.48	10.00	N45°38'06"W
C127	85°45'45"	14.96	10.00	S43°25'48"E
C128	44°45'45"	40.32	480.00	N35°36'35"E
C129	44°45'45"	35.28	420.00	S35°36'35"E
C130	90°00'00"	15.71	10.00	S43°25'48"E
C131	90°00'00"	15.71	10.00	S46°34'12"W
C132	92°27'47"	16.14	10.00	S44°39'42"E
C133	87°27'54"	15.26	10.00	S45°17'54"E
C134	90°00'00"	31.42	20.00	S43°25'48"E
C135	35°52'27"	239.71	3530.00	S86°29'05"E
C136	96°40'15"	31.51	20.00	N47°72'18"E
C137	83°13'02"	29.05	20.00	N42°08'46"W
C138	71°15'44"	310.32	2470.00	N87°22'27"W
C139	70°16'06"	314.32	2530.00	S87°20'02"E
C140	96°46'33"	33.78	20.00	N47°50'14"E
C141	83°13'02"	29.05	20.00	N42°08'46"W
C142	96°46'33"	33.78	20.00	N45°08'52"W
C143	43°39'19"	166.96	2055.00	S86°06'09"E
C144	43°39'19"	162.09	1995.00	N86°06'09"W
C145	63°17'17"	284.44	2470.00	S83°39'54"W
C146	04°53'57"	33.77	2530.00	S80°56'16"W
C147	81°08'04"	14.16	10.00	S40°43'40"W
C148	24°27'45"	87.52	205.00	S123°00'00"E
C149	24°52'01"	261.73	62.00	N34°28'02"W
C150	86°10'27"	57.12	38.00	N43°24'18"E
C151	97°01'36"	16.93	10.00	S48°19'47"E
C152	53°05'59"	243.59	2530.00	S85°33'02"W
C153	87°04'19"	30.39	20.00	S45°06'22"W
C154	88°48'48"	31.00	20.00	S45°08'52"W
C155	91°11'12"	31.83	20.00	N47°08'48"E
C156	92°55'41"	32.44	20.00	N44°53'38"W
C157	34°51'32"	424.39	695.00	N73°51'32"W
C158	90°00'00"	15.71	10.00	S78°37'43"W
C159	68°43'59"	45.70	38.00	S04°01'71"E
C160	248°53'59"	269.34	62.00	N89°10'43"E

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD LENGTH
C161	89°32'34"	128.42	370.00	N23°41'07"E
C162	93°36'49"	55.37	330.00	N18°32'55"E
C163	38°42'51"	97.98	145.00	N37°59'54"E
C164	38°42'51"	138.52	205.00	N35°59'54"E
C165	93°36'49"	45.30	270.00	N18°32'55"E
C166	15°48'55"	118.69	430.00	N21°38'58"E
C167	24°15'57"	15.00	10.00	N13°24'26"W
C168	34°59'12"	387.75	635.00	N73°51'53"W
C169	87°04'19"	15.20	10.00	S45°06'22"W
C170	11°55'19"	255.94	1230.00	N13°24'26"W
C171	11°55'19"	243.45	1170.00	S73°51'51"W
C172	92°55'41"	16.22	10.00	S44°53'38"E
C173	87°04'19"	15.20	10.00	N45°06'22"E
C174	11°55'19"	197.67	950.00	S73°51'51"E
C175	11°55'19"	185.19	890.00	S73°51'51"W
C176	94°00'23"	16.41	10.00	S45°26'00"E
C177	47°41'18"	202.11	2470.00	N85°13'10"E
C178	81°16'19"	14.19	10.00	N42°15'21"E
C179	11°55'19"	141.49	680.00	N73°51'51"E
C180	11°55'19"	129.01	620.00	N82°46'48"W
C181	101°01'53"	17.63	10.00	S48°56'14"E
C182	67°45'38"	298.52	2530.00	N83°55'08"E
C183	16°44'08"	181.10	620.00	S12°28'35"E
C184	68°53'59"	45.70	38.00	N30°20'29"E
C185	248°53'59"	269.34	62.00	N69°39'51"W
C186	93°25'57"	16.33	10.00	N43°01'31"E
C187	86°26'32"	15.09	10.00	N47°19'47"W
C188	16°44'08"	198.62	680.00	N12°28'35"W
C189	90°00'00"	15.71	10.00	N45°33'03"E
C190	137°31'07"	46.71	196.50	N67°05'32"E
C191	117°41'21"	180.07	88.00	N45°33'03"W
C192	137°31'07"	46.71	196.50	S82°38'22"W
C193	104°20'06"	371.69	1990.00	S85°

THE GRANARY

PART OF THE SOUTH HALF OF SECTION 7,
T. 4 N., R. 67 W. OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING
C561	3°47'30"	45.00	680.00	S6°20'34"W
C562	3°47'29"	45.00	680.00	S10°08'03"W
C563	1°27'43"	17.35	680.00	S12°45'40"W
C564	5°52'52"	63.64	620.00	N10°33'05"E
C565	6°02'27"	65.37	620.00	N4°35'25"E
C566	4°28'07"	197.32	2530.00	S82°46'23"W
C567	2°17'31"	101.20	2530.00	S86°09'11"W
C568	4°29'59"	48.69	620.00	S18°35'40"E
C569	6°10'44"	66.86	620.00	S13°15'18"E
C570	6°03'25"	65.54	620.00	S7°08'14"E
C571	54°54'02"	36.41	38.00	S23°20'30"W
C572	13°59'57"	9.28	38.00	S57°47'30"W
C573	62°13'34"	67.34	62.00	S33°40'41"W
C574	55°08'27"	59.67	62.00	S25°00'19"E
C575	41°35'08"	45.00	62.00	S73°22'07"E
C576	41°35'08"	45.00	62.00	N65°02'45"E
C577	46°13'18"	50.02	62.00	N21°08'32"E
C578	2°08'24"	2.32	62.00	N3°02'19"W
C579	0°17'47"	3.52	680.00	N4°15'24"W
C580	4°38'03"	55.00	680.00	N6°43'20"W
C581	3°47'30"	45.00	680.00	N10°56'06"W
C582	4°38'03"	55.00	680.00	N15°08'53"W
C583	3°22'45"	40.11	680.00	N19°09'17"W
C584	3°29'56"	12.00	196.50	S11°1'55"W
C585	10°07'14"	34.71	196.50	S8°00'30"W
C586	7°05'41"	10.90	88.00	S9°31'17"W
C587	31°21'04"	48.15	88.00	S9°42'05"E
C588	32°00'17"	49.16	88.00	S41°22'46"E
C589	21°16'09"	32.67	88.00	S68°00'59"E
C590	25°31'10"	39.20	88.00	N88°35'22"E
C591	5°53'04"	20.18	196.50	N18°46'19"E
C592	7°44'06"	26.53	196.50	N85°34'54"E
C593	1°27'56"	50.90	1990.00	S89°48'05"E
C594	1°35'01"	55.00	1990.00	S88°17'37"E
C595	1°35'01"	55.00	1990.00	S86°42'36"E
C596	1°35'01"	55.00	1990.00	S85°07'35"E
C597	1°35'01"	55.00	1990.00	S83°32'34"E
C598	1°35'04"	55.03	1990.00	S81°57'32"E
C599	1°19'03"	45.76	1990.00	S80°30'29"E
C600	0°06'22"	2.98	1610.00	S79°54'08"E
C601	1°57'28"	55.00	1610.00	S80°56'02"E
C602	1°57'28"	55.00	1610.00	S82°53'29"E
C603	1°57'28"	55.00	1610.00	S84°50'55"E
C604	1°39'12"	46.46	1610.00	S86°39'14"E
C605	0°29'21"	51.49	6030.00	S87°43'31"E
C606	0°31'21"	55.00	6030.00	S88°13'53"E
C607	0°31'21"	55.00	6030.00	S88°45'14"E
C608	0°31'21"	55.00	6030.00	S89°16'35"E
C609	0°31'21"	55.00	6030.00	S89°47'57"E
C610	0°31'21"	55.00	6030.00	N89°40'42"E
C611	0°31'21"	55.00	6030.00	N89°09'21"E
C612	0°31'21"	55.00	6030.00	N88°37'59"E
C613	0°31'21"	55.00	6030.00	N88°06'38"E
C614	0°31'21"	55.00	6030.00	N87°35'17"E
C615	0°14'15"	25.00	6030.00	N87°12'28"E
C616	0°31'21"	55.00	6030.00	N86°49'40"E
C617	0°31'21"	55.00	6030.00	N86°18'19"E
C618	0°12'36"	22.11	6030.00	N85°56'20"E
C619	1°11'19"	38.37	196.50	S88°34'19"E
C620	2°25'51"	8.34	196.50	S81°45'43"E
C621	30°22'55"	46.66	88.00	N84°15'45"E
C622	35°48'36"	55.00	88.00	N51°07'00"E
C623	35°48'35"	55.00	88.00	N15°21'24"E
C624	11°02'02"	16.95	88.00	N8°03'55"W
C625	3°46'26"	12.94	196.50	N11°41'43"W
C626	9°50'45"	33.77	196.50	N4°53'08"W
C627	2°51'01"	38.80	780.00	N4°28'11"E
C628	3°21'19"	45.68	780.00	N1°22'01"E
C629	3°21'39"	42.23	720.00	N1°22'11"E
C630	2°50'40"	35.74	720.00	N4°28'21"E
C631	0°00'07"	0.20	5970.54	S85°50'02"W
C632	0°26'13"	45.53	5970.00	N86°13'15"E
C633	0°26'22"	45.78	5970.00	N86°29'33"E
C634	0°26'24"	45.84	5970.00	N86°55'56"E
C635	0°18'02"	33.06	5970.00	N87°18'39"E
C636	0°57'24"	99.68	5970.00	N87°56'52"E
C637	0°25'55"	45.00	5970.00	S89°24'42"W
C638	0°25'55"	45.00	5970.00	S89°50'37"W
C639	0°25'55"	45.00	5970.00	N89°43'28"W
C640	0°25'55"	45.00	5970.00	N89°17'34"W

PARCEL CURVE SEGMENT TABLE				
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING
C641	0°25'55"	45.00	5970.00	N88°51'39"W
C642	0°25'55"	45.00	5970.00	N88°25'44"W
C643	0°31'40"	55.00	5970.00	N87°56'57"W
C644	0°12'16"	21.30	5970.00	N87°34'58"W
C645	1°38'14"	44.29	1550.00	N86°39'43"W
C646	1°47'26"	48.44	1550.00	N84°56'53"W
C647	2°11'18"	59.20	1550.00	N82°57'31"W
C648	2°00'55"	54.52	1550.00	N80°51'25"W
C649	0°39'28"	23.53	2050.00	S80°10'41"E
C650	1°20'36"	48.06	2050.00	S81°10'43"E
C651	1°15'28"	45.00	2050.00	S82°28'45"E
C652	1°15'28"	45.00	2050.00	S83°44'12"E
C653	1°15'28"	45.00	2050.00	S84°59'40"E
C654	1°15'28"	45.00	2050.00	S86°15'08"E
C655	1°15'28"	45.00	2050.00	S87°30'36"E
C656	1°15'28"	45.00	2050.00	S88°46'03"E
C657	1°09'16"	41.30	2050.00	S89°58'25"E
C658	0°42'26"	28.02	2270.00	S89°48'10"W
C659	1°11'37"	47.29	2270.00	N89°14'48"W
C660	1°11'37"	47.29	2270.00	N88°03'11"W
C661	1°11'37"	47.29	2270.00	N86°51'34"W
C662	1°11'37"	47.29	2270.00	N85°39'56"W
C663	1°11'37"	47.29	2270.00	N84°28'19"W
C664	1°11'37"	47.29	2270.00	N83°16'42"W
C665	1°38'08"	64.80	2270.00	N81°51'49"W
C666	1°11'38"	47.30	2269.92	N80°26'56"W
C667	0°00'10"	0.11	2272.92	N79°50'57"W
C668	0°15'58"	6.18	1330.00	S79°58'56"E
C669	1°56'19"	45.00	1330.00	S81°05'04"E
C670	1°56'19"	45.00	1330.00	S83°01'23"E
C671	1°56'19"	45.00	1330.00	S84°57'42"E
C672	1°32'59"	35.97	1330.00	S86°42'21"E
C673	0°01'16"	2.12	5750.00	S87°29'27"E
C674	0°32'53"	55.00	5750.00	S87°46'33"E
C675	0°32'53"	55.00	5750.00	S88°19'26"E
C676	0°26'54"	45.00	5750.00	S88°49'19"E
C677	0°26'54"	45.00	5750.00	S89°16'14"E
C678	0°26'54"	45.00	5750.00	S89°43'08"E
C679	0°26'54"	45.00	5750.00	N89°49'58"E
C680	0°28'59"	48.46	5750.00	N89°22'01"E
C681	1°00'12"	100.68	5750.00	S87°49'39"W
C682	0°13'31"	22.62	5750.00	S87°12'47"W
C683	0°26'54"	45.00	5750.00	S86°52'35"W
C684	0°26'54"	45.00	5750.00	S86°25'40"W
C685	0°22'12"	37.12	5750.00	S86°01'08"W
C686	0°34'02"	56.33	5690.00	S89°22'47"W
C687	0°27'45"	45.93	5690.00	S89°53'41"W
C688	0°27'45"	45.93	5690.00	N89°38'34"W
C689	0°27'45"	45.93	5690.00	N89°10'50"W
C690	0°27'45"	45.93	5690.00	N88°43'05"W
C691	0°27'45"	45.93	5690.00	N88°15'20"W
C692	0°27'45"	45.93	5690.00	N87°47'35"W
C693	0°04'52"	8.05	5690.00	N87°31'16"W
C694	1°43'44"	38.32	1270.00	N86°36'59"W
C695	2°13'22"	49.27	1270.00	N84°38'28"W
C696	2°13'22"	49.27	1270.00	N82°25'04"W
C697	1°27'26"	32.30	1270.00	N80°34'40"W
C698	0°43'55"	29.77	2330.00	N80°12'55"W
C699	1°06'24"	45.00	2330.00	N81°08'04"W
C700	1°19'19"	53.76	2330.00	N82°20'56"W
C701	1°06'24"	45.00	2330.00	N83°33'47"W
C702	1°06'24"	45.00	2330.00	N84°40'11"W
C703	1°06'24"	45.00	2330.00	N85°46'34"W
C704	1°06'24"	45.00	2330.00	N86°52'58"W
C705	1°06'24"	45.00	2330.00	N87°59'22"W
C706	1°06'24"	45.00	2330.00	N89°05'45"W
C707	0°54'06"	36.66	2330.00	S89°54'00"W
C708	0°30'25"	22.56	2550.00	S89°44'47"E
C709	1°03'23"	47.02	2550.00	S88°57'53"E
C710	1°03'23"	47.02	2550.00	S87°54'30"E
C711	1°03'23"	47.02	2550.00	S86°51'07"E
C712	1°03'23"	47.02	2550.00	S85°47'43"E
C713	1°03'24"	47.02	2550.00	S84°44'20"E
C714	1°03'37"	47.19	2550.00	S83°40'50"E
C715	1°03'41"	47.24	2550.00	S82°37'10"E
C716	1°03'24"	47.03	2550.00	S81°33'38"E
C717	1°03'37"	47.19	2550.00	S80°30'07"E
C718	0°07'21"	5.46	2550.00	S79°54'38"E
C719	12°31'16"	42.94	196.50	S73°35'19"E
C720	1°05'55"	3.77	196.50	S66°46'44"E

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C721	5°50'37"	53.04	520.00	N3°04'21"E	53.04
C722	7°29'51"	68.05	520.00	N9°44'36"E	68.00
C723	3°48'48"	38.60	580.00	N11°35'07"E	38.60
C724	4°26'43"	45.00	580.00	N7°27'21"E	44.99
C725	4°26'43"	45.00	580.00	N3°00'38"E	44.99
C726	0°38'13"	6.45	580.00	N0°28'10"E	6.45
C727	0°27'27"	3.11	390.00	N0°22'46"E	3.11
C728	9°22'21"	63.80	390.00	S57°41'W	63.73
C729	3°30'40"	23.90	390.00	S11°44'11"W	23.90
C730	0°18'28"	2.42	450.00	S13°07'17"W	2.42
C731	7°00'10"	55.00	450.00	S9°40'58"W	54.97
C732	6°01'50"	47.36	450.00	S3°09'58"W	47.34
C733	0°48'35"	36.89	2610.00	N80°15'15"W	36.89
C734	0°59'16"	45.00	2610.00	N81°09'11"W	45.00
C735	0°59'16"	45.00	2610.00	N82°08'27"W	45.00
C736	1°02'34"	47.50	2610.00	N83°19'22"W	47.50
C737	0°59'16"	45.00	2610.00	N84°10'17"W	45.00
C738	0°59'16"	45.00	2610.00	N85°19'33"W	45.00
C739	0°59'16"	45.00	2610.00	N86°18'50"W	45.00
C740	0°59'16"	45.00	2610.00	N87°08'06"W	45.00
C741	0°59'16"	45.00	2610.00	N88°07'22"W	45.00
C742	0°59'16"	44.99	2610.00	N89°06'38"W	44.99
C743	0°23'36"	17.92	2610.00	N89°48'04"W	17.92
C744	0°24'23"	38.79	5470.00	S86°33'09"E	38.79
C745	0°28'17"	45.00	5470.00	S86°59'28"E	45.00
C746	0°28'17"	45.00	5470.00	S87°27'45"E	45.00
C747	0°28'17"	45.00	5470.00	S87°56'02"E	45.00
C748	0°34'53"	55.49	5470.00	S88°27'37"E	55.49
C749	0°28'17"	45.00	5470.00	S88°59'12"E	45.00
C750	0°28'17"	45.00	5470.00	S89°27'28"E	45.00
C751	0°28'16"	44.99	5470.00	S89°55'45"E	44.99
C752	0°28'17"	45.00	5470.00	N89°35'58"E	45.00
C753	0°33'32"	53.35	5470.00	N89°05'04"E	53.35
C754	3°01'03"	288.08	5470.00	N86°27'31"E	288.05
C755	0°34'34"	55.00	5470.00	S84°39'43"W	55.00
C756	0°11'52"	18.88	5470.00	S84°16'30"W	18.88
C757	1°14'48"	21.32	980.00	S0°56'02"E	21.32
C758	2°37'51"	45.00	980.00	S2°52'22"E	45.00
C759	2°37'51"	45.00	980.00	S5°30'15"E	45.00
C760	2°37'51"	45.00	980.00	S8°08'04"E	45.00
C761	2°37'51"	45.00	980.00	S10°45'56"E	45.00
C762	3°12'56"	55.00	980.00	S13°41'19"E	54.99
C763	0°44'45"	1.07	980.00	S15°19'40"E	1.07
C764	1°54'25"	27.94	920.00	N14°29'16"W	27.94
C765	3°53'26"	62.47	920.00	N11°40'24"W	62.46
C766	3°53'26"	62.47	920.00	N7°46'56"W	62.46
C767	3°53'26"	62.47	920.00	N3°53'33"W	62.46
C768	1°38'12"	26.28	920.00	S10°44'45"E	26.28
C769	1°04'15"	101.11	5410.00	S85°26'10"E	101.11
C770	0°52'56"	83.29	5410.00	N86°25'32"E	83.29
C771	1°03'19"	99.65	5410.00	N87°23'30"E	99.65
C772	2°03'16"	7.35	205.00	S01°16'W	7.35
C773	14°31'10"	51.95	205.00	S80°55'7"E	51.81
C774	0°33'32"	52.77	5410.00	N89°02'55"E	52.77
C775	0°29'11"	45.93	5410.00	S89°34'17"W	45.93
C776	0°29'11"	45.93	5410.00	N89°56'32"E	45.93
C777	0°34'25"	54.17	5410.00	S89°24'44"W	54.17
C778	0°44'43"	70.38	5410.00	N87°54'03"W	70.38
C779	0°33'40"	56.14	5410.00	N87°33'51"W	56.14
C780	0°35'04"	55.18	5410.00	N86°38'29"W	55.18
C781	4°41'28"	24.56	300.00	S11°08'48"W	24.56
C782	8°35'40"	45.00	300.00	S4°30'15"W	44.96
C783	0°52'22"	0.29	300.00	S01°04'W	0.29

THE GRANARY PRELIMINARY DEVELOPMENT PLAN

Johnstown, Colorado

Owner/Applicant



Hartford Acquisitions
4801 Goodman Rd
Timnath, CO 80547
970.614.4219

Planner



Russell + Mills Studios
506 S College Ave, Unit A
Fort Collins, CO 80524
970.484.8855

Civil Engineer



Galloway
5265 Ronald Reagan Blvd.
Suite 210
Johnstown, CO 80534
970.800.3300

Traffic Engineer

Rollins Consult, LLC
PO Box 1164
Fort Collins, Co 80522
970.213.2393

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

The provisions of this PUD shall prevail and govern development to the extent permitted by the Town of Johnstown municipal code. Where standards, details, and guidelines of the PUD (outline, preliminary, or final development plans) do not clearly address a specific subject or are silent, the Johnstown Municipal Code and other standards, regulations, and guidelines shall be used. All proposed development is subject to Town of Johnstown review procedures.

GENERAL NOTES

- 1. A metro district shall be established to provide for common area maintenance and financing of the public improvements.
- 2. The site does not contain any known endangered species.
- 3. No archaeological or historic areas have been identified on the site.
- 4. No floodplains, wetlands, or geologic hazards have been identified or mapped on the site.

MAPLEWOOD ACRES LEGAL DESCRIPTION

Lot B, Recorded Exemption No. 1059-7-3-RE-135, according to the map recorded May 8, 1974 at Reception Number 1636091, being a portion of the Southeast Quarter of the Southwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

And

Lot B, Recorded Exemption No. 1059-7-3-RE3403, according to the map recorded December 4, 2002 at Reception Number 3011360, being a part of the Southwest Quarter of Section 7, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

KETO LEGAL DESCRIPTION

The SE1/4 of Section 7, in Township 4 North, of Range 67 West of the 6th P.M., County of Weld, State of Colorado EXCEPTING therefrom right of way conveyed to The Great Western Construction Company by deed recorded in Book 194, page 290 and right of way conveyed to the Great Western Railway Company by deed recorded in Book 163, page 246, Weld County records, also except reservations contained in Patent recorded in Book 153, page 40, and in Deed recorded in Book 50, page 233, Weld County records.

LAND SUMMARY

Existing zoning: PUD-R

Proposed zoning: PUD-R

	SQUARE FOOT	ACRES	OWNERSHIP	MAINTENANCE	PERCENTAGE
OUTLOT A	771,211	17.705	METRO DISTRICT	METRO DISTRICT	
OUTLOT B	53,831	1.236	METRO DISTRICT	METRO DISTRICT	
OUTLOT C	24,416	0.561	METRO DISTRICT	METRO DISTRICT	
OUTLOT D	128,518	2.950	METRO DISTRICT	METRO DISTRICT	
OUTLOT E	975,816	22.402	METRO DISTRICT	METRO DISTRICT	
OUTLOT F	40,243	0.924	METRO DISTRICT	METRO DISTRICT	
OUTLOT G	39,841	0.915	METRO DISTRICT	METRO DISTRICT	
OUTLOT H	24,687	0.567	METRO DISTRICT	METRO DISTRICT	
OUTLOT I	209,027	4.799	METRO DISTRICT	METRO DISTRICT	
OUTLOT J	117,708	2.702	METRO DISTRICT	METRO DISTRICT	
OUTLOT K	6,430	0.148	METRO DISTRICT	METRO DISTRICT	
OUTLOT L	12,455	0.286	METRO DISTRICT	METRO DISTRICT	
OUTLOT M	12,656	0.288	METRO DISTRICT	METRO DISTRICT	
OUTLOT N	11,136	0.256	METRO DISTRICT	METRO DISTRICT	
OUTLOT O	10,280	0.236	METRO DISTRICT	METRO DISTRICT	
OUTLOT P	211,395	4.853	METRO DISTRICT	METRO DISTRICT	
OUTLOT Q	161,362	3.704	METRO DISTRICT	METRO DISTRICT	
OUTLOT R	6,106	0.140	METRO DISTRICT	METRO DISTRICT	
OUTLOT S	3,565	0.082	METRO DISTRICT	METRO DISTRICT	
OUTLOT T	6,131	0.141	METRO DISTRICT	METRO DISTRICT	
OUTLOT U	71,992	1.653	METRO DISTRICT	METRO DISTRICT	
OUTLOT V	34,195	0.785	METRO DISTRICT	METRO DISTRICT	
OUTLOT W	32,348	0.743	METRO DISTRICT	METRO DISTRICT	
OUTLOT X	37,043	0.850	METRO DISTRICT	METRO DISTRICT	
OUTLOT Y	530,951	12.189	METRO DISTRICT	METRO DISTRICT	
OUTLOT Z	485,025	11.135	METRO DISTRICT	METRO DISTRICT	
OUTLOT AA	79,715	1.830	METRO DISTRICT	METRO DISTRICT	
OUTLOT BB	9,852	0.226	METRO DISTRICT	METRO DISTRICT	
OUTLOT CC	3,865	0.089	METRO DISTRICT	METRO DISTRICT	
TOTAL OUTLOTS	4,111,709	94.392			
SINGLE-FAMILY LOTS	5,600,723	128.575			43.62%
TOTAL SF LOTS	925				
ROADWAY R.O.W.	3,127,507	71.798			24.36%
TOTAL AREA		294.763			100%

SHEET INDEX

G001 - Cover Sheet

LS100 - Overall Site Plan and Land Use Chart
LS101 - Site Plan
LS102 - Site Plan
LS103 - Site Plan
LS104 - Site Plan
LS401 - Site Enlargement Plan - West Park
LS402 - Site Enlargement Plan - Central Park
LS403 - Site Enlargement Plan - East Park
LS501 - Site Details
LS502 - Site Details

FP101 - Fencing Plan
FP102 - Fencing Plan
FP103 - Fencing Plan
FP104 - Fencing Plan
FP501 - Fencing Details

LP100 - Landscape Schedule and Notes
LP101 - Landscape Plan
LP102 - Landscape Plan
LP103 - Landscape Plan
LP104 - Landscape Plan
LP105 - Landscape Plan
LP106 - Landscape Plan
LP107 - Landscape Plan
LP108 - Landscape Plan
LP109 - Landscape Plan
LP110 - Landscape Plan
LP111 - Landscape Plan
LP112 - Landscape Plan
LP401 - Landscape Enlargement Plan - West Park
LP402 - Landscape Enlargement Plan - Central Park
LP403 - Landscape Enlargement Plan - East Park
LP404 - Landscape Enlargement Plan - Entrances
LP501 - Landscape Details

OS100 - Open Space Plan

APPROVALS

PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS THE GRANARY, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, ____.

By: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

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

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

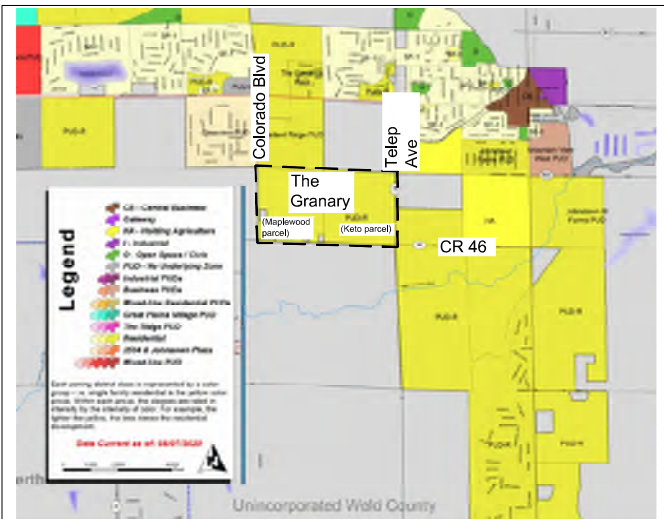
TOWN ENGINEER
APPROVED THIS _____ DAY OF _____, ____.

TOWN ENGINEER, TOWN OF JOHNSTOWN

HILLSBOROUGH DITCH COMPANY
THIS PRELIMINARY PLAT PLAN TO BE KNOWN AS THE GRANARY, WAS APPROVED BY ACTION OF THE HILLSBOROUGH DITCH COMPANY ON THE _____ DAY OF _____, ____.



Vicinity Map



Zoning Map: Existing Zone District PUD-R

THE GRANARY
Johnstown, Colorado

Item #7.



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021

Drawn By: SL & DD

Checked By: CR

Sheet Name

COVER SHEET

Sheet

G001

THE GRANARY

Johnstown, Colorado



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CONSTRUCTION

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PRELIMINARY DEVELOPMENT PLAN

Date: 04.08.2021

Drawn By: SL & DD

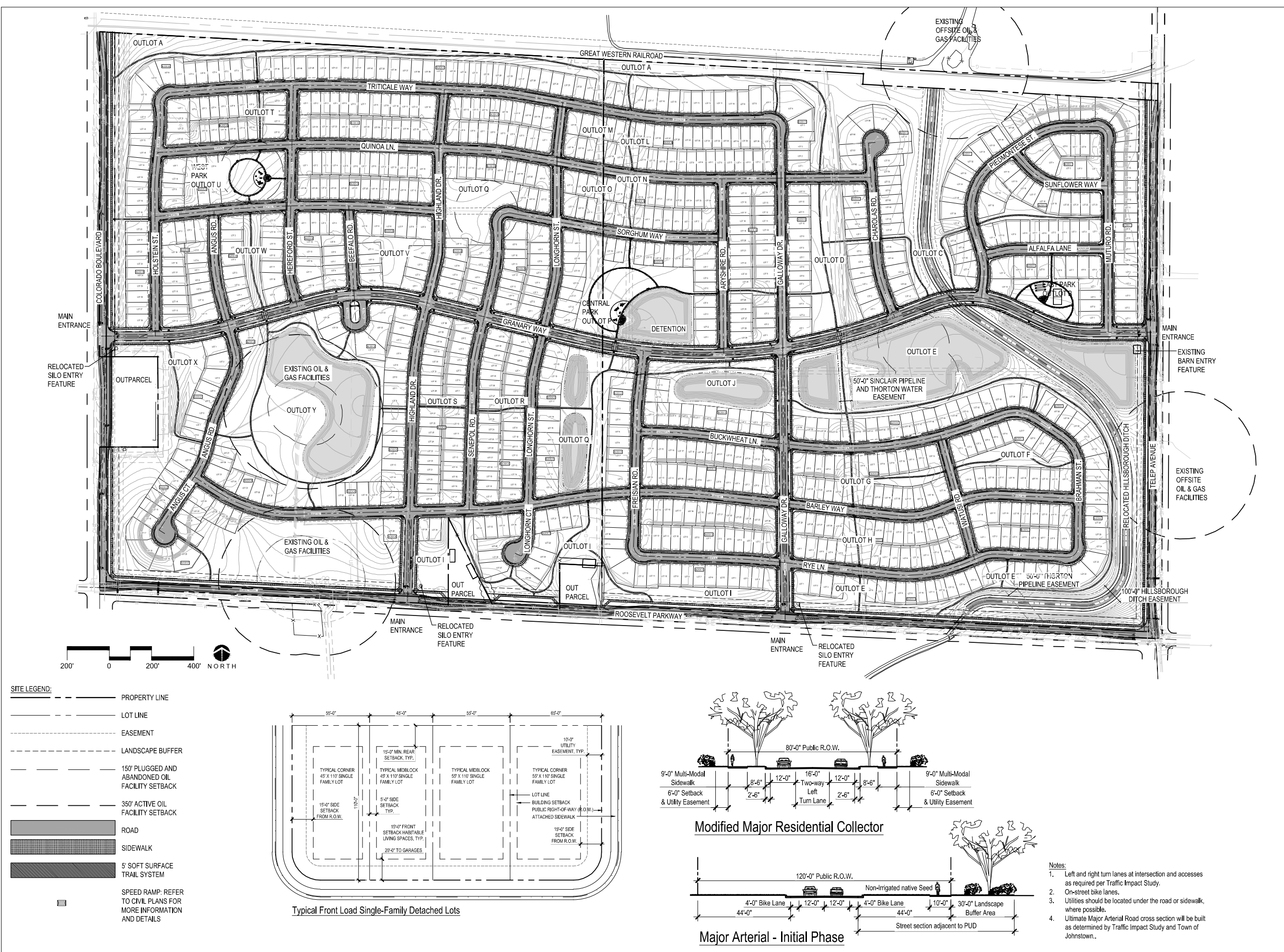
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Sheet Name
OVERALL SITE PLAN
AND LAND USE
CHART

Sheet

LS100

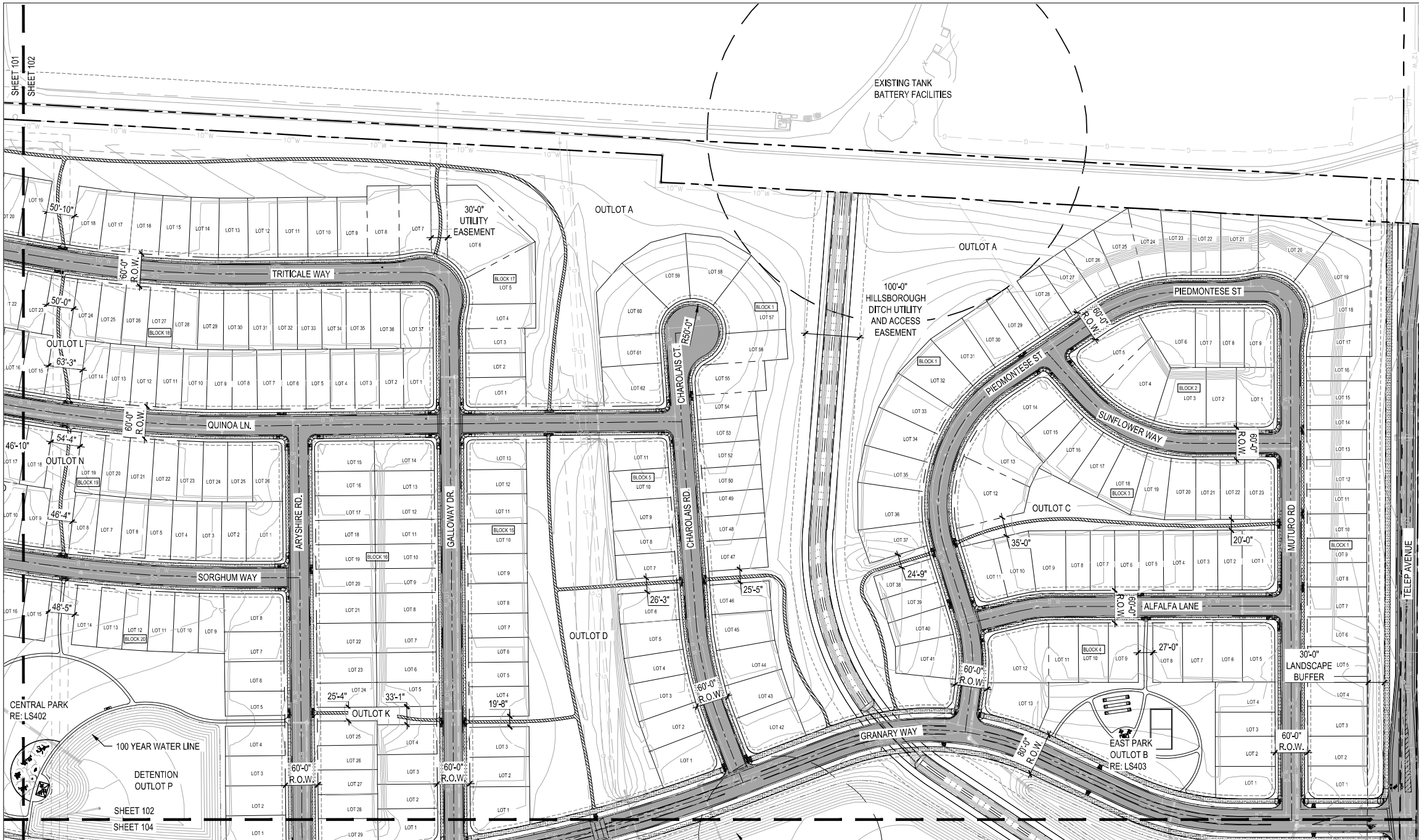
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LS101





SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM

SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

THE GRANARY
Johnstown, Colorado

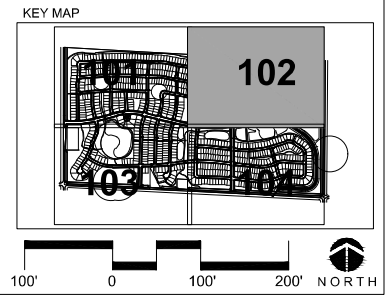


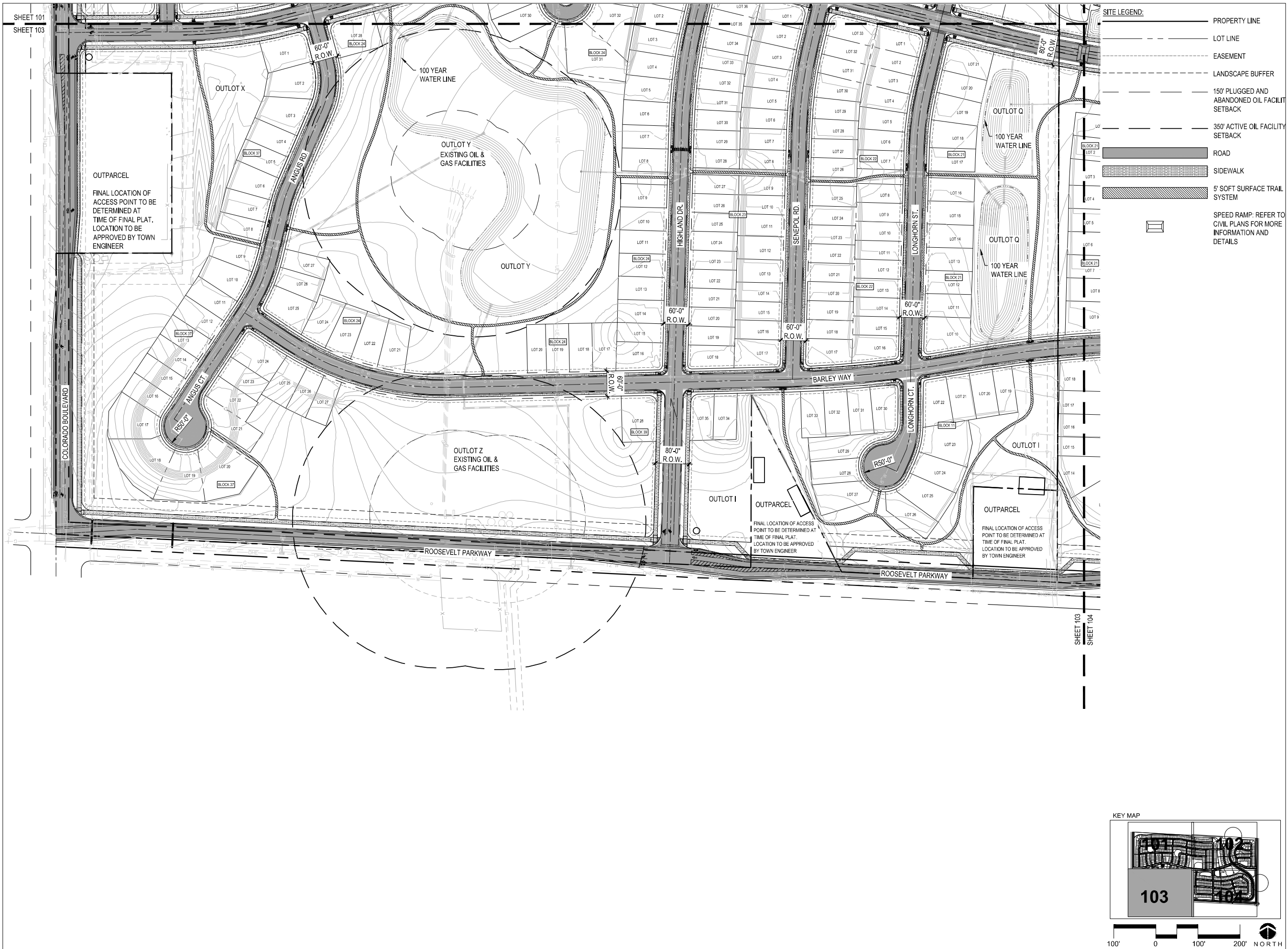
NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR
Sheet Name
SITE PLAN
Sheet





NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR
Sheet Name

SITE PLAN

Sheet

LS103



SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- ROAD
- SIDEWALK
- 5' SOFT SURFACE TRAIL SYSTEM
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021

Drawn By: SL & DD

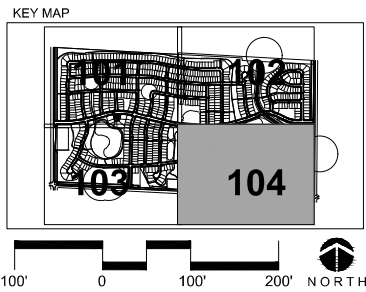
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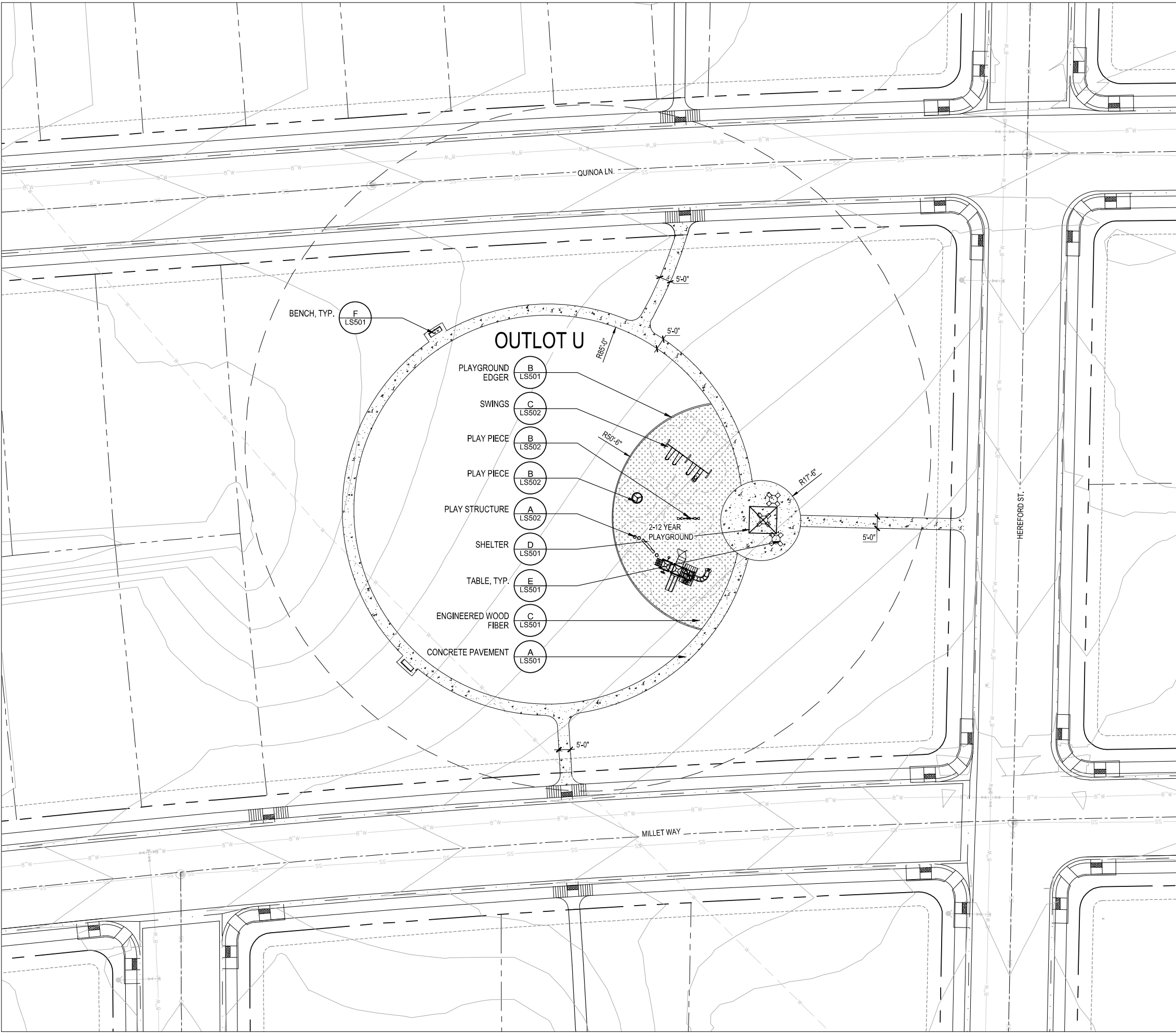
Sheet Name

SITE PLAN

Sheet

LS104





SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS



NOT FOR
CONSTRUCTION

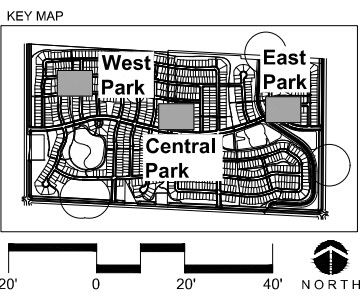
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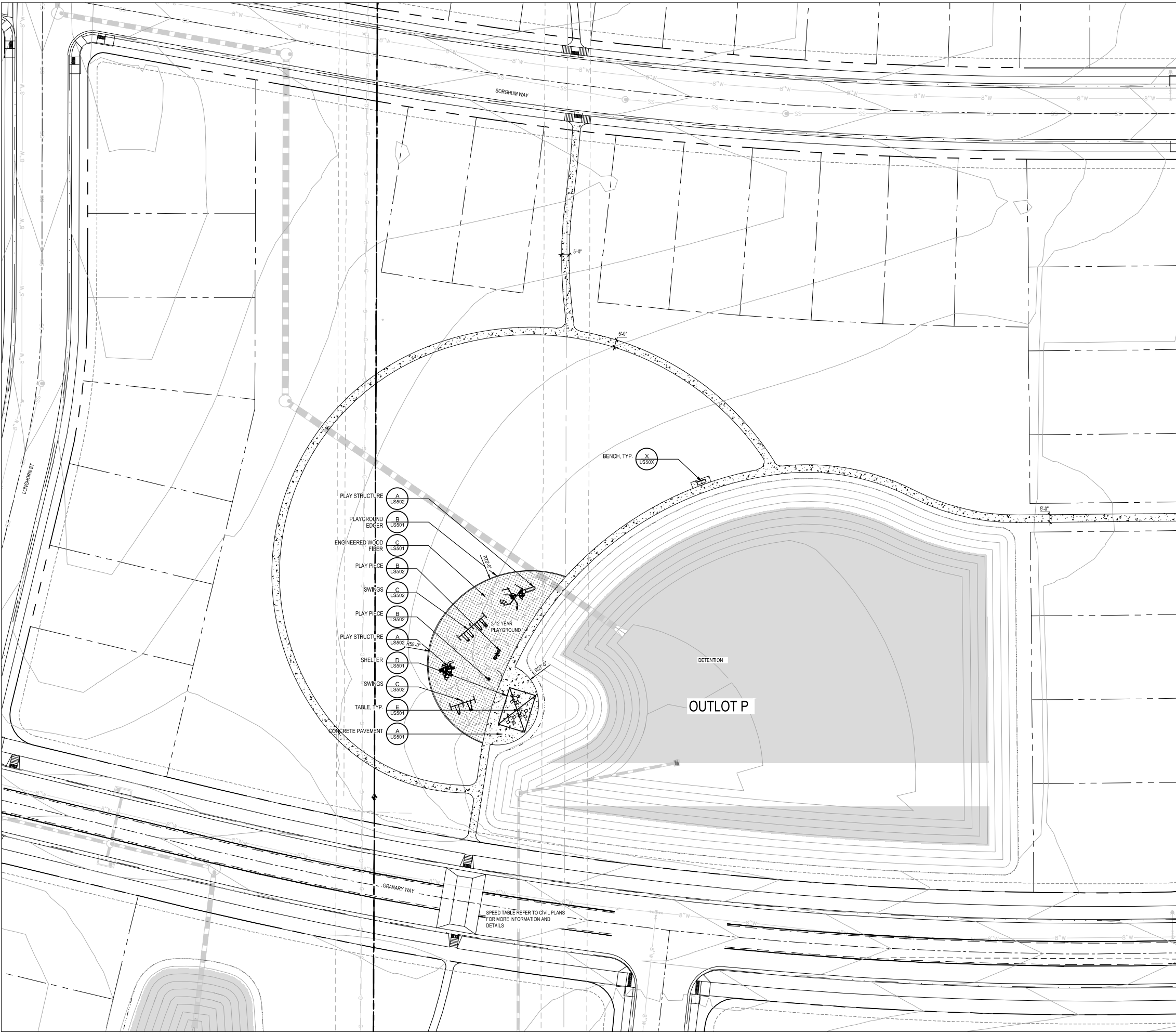
PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
SITE ENLARGEMENT
PLAN - WEST PARK

Sheet





SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

- PLAY STRUCTURE A LS502
- PLAYGROUND EDGER B LS501
- ENGINEERED WOOD FIBER C LS501
- PLAY PIECE B LS502
- SWINGS C LS502
- PLAY PIECE B LS502
- PLAY STRUCTURE A LS502 R55-0"
- SHELTER D LS501
- SWINGS C LS502
- TABLE, TYP E LS501
- CONCRETE PAVEMENT A LS501

SPEED TABLE REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

KEY MAP

30' 0 30' 60' NORTH

THE GRANARY
Johnstown, Colorado
Item #7.



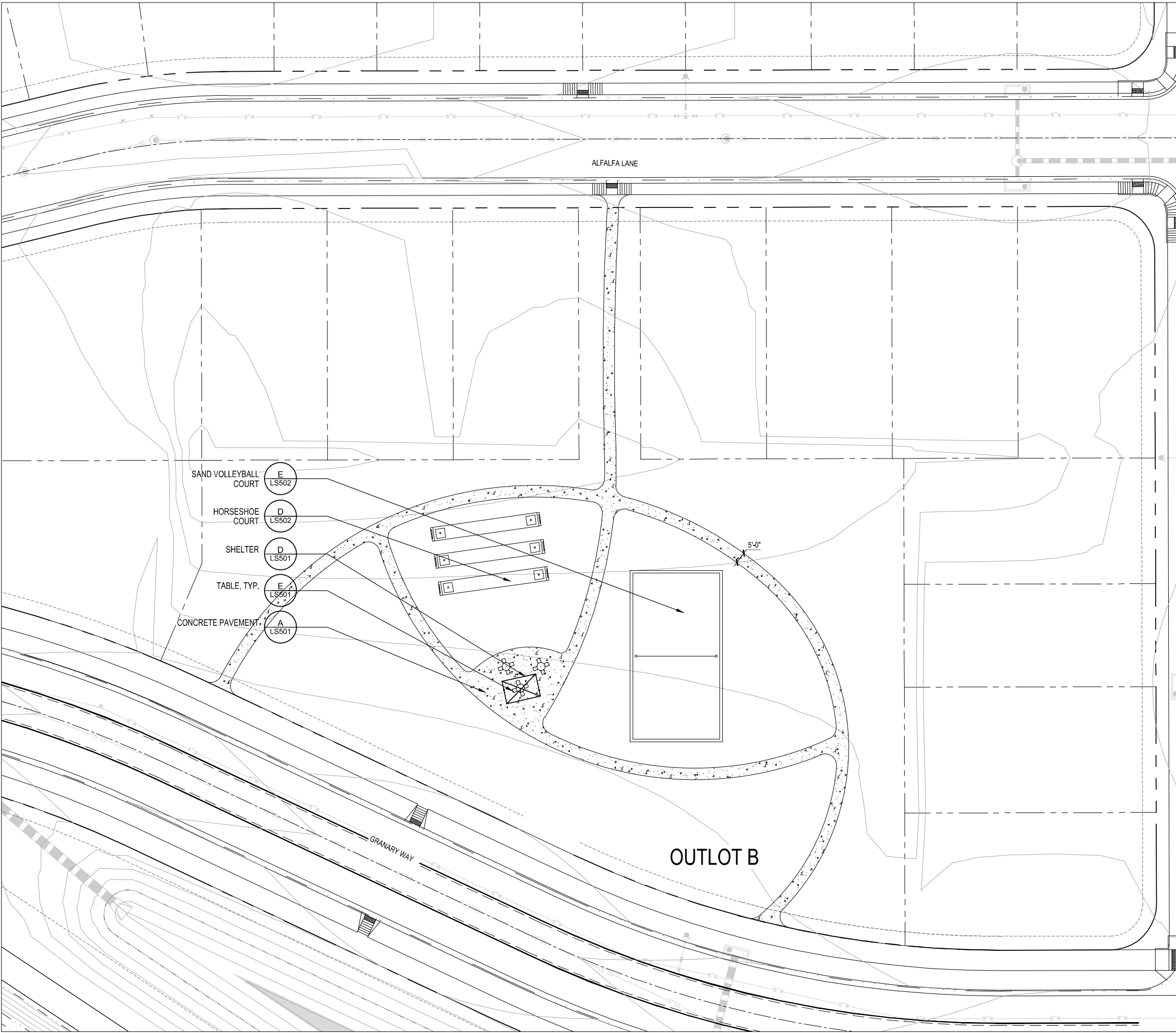
NOT FOR CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY DEVELOPMENT PLAN

Date: 04.08.2021
Drawn By: SL & DD
Checked By: CR

Sheet Name
SITE ENLARGEMENT PLAN - CENTRAL PARK
Sheet

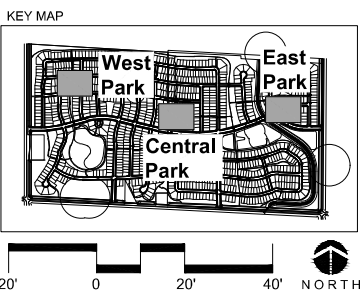


SITE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- CONCRETE PLAYGROUND EDGER
- ENGINEERED WOOD FIBER
- CONCRETE PAVEMENT
- TABLE
- BENCH
- SPEED RAMP: REFER TO CIVIL PLANS FOR MORE INFORMATION AND DETAILS

- SAND VOLLEYBALL COURT (E LS502)
- HORSESHOE COURT (D LS502)
- SHELTER (D LS501)
- TABLE, TYP. (E LS501)
- CONCRETE PAVEMENT (A LS501)

OUTLOT B



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Johnstown, Colorado
Item #7.



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CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021
Drawn By: SL & DD
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Sheet Name
SITE ENLARGEMENT
PLAN - EAST PARK

Sheet

LS403

THE GRANARY
Johnstown, Colorado



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021

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SITE DETAILS

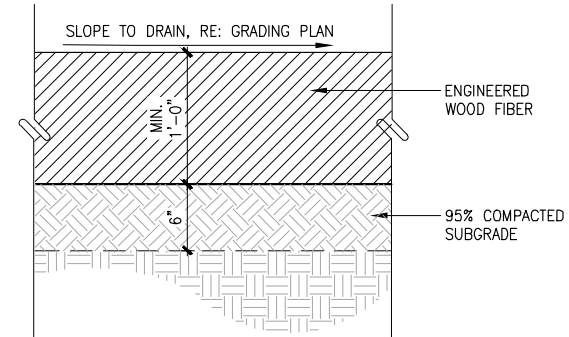
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LS501

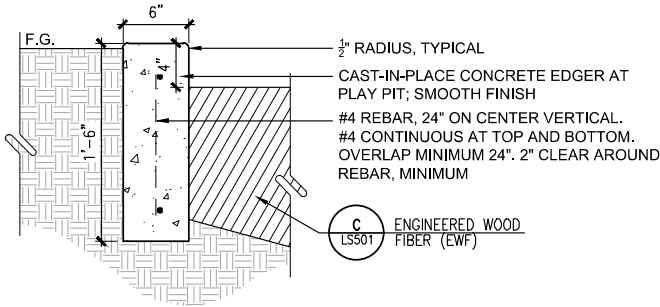


COMPANY: POLIGON
MODEL: MSX: MONOSLOPE (3' OVERHANG)
MOUNT: EMBED
ROOF TYPE: STANDING SEAM
ROOF COLOR: BUCKSKIN
FRAME COLOR: JUNIPER
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

D SHELTER
SCALE: NTS DT-FURN-SHEL

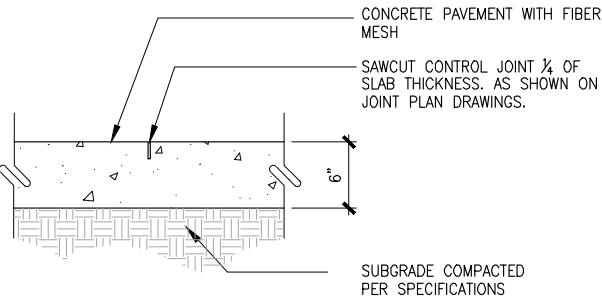


C ENGINEERED WOOD FIBER
SCALE: 1 1/2" = 1'-0" DT-PMT-ENG-WOOD-FIBER



NOTES:
JOINT SPACING AT EDGER:
1. SAW CUT CONTROL JOINTS EQUALLY SPACED AT 8' MINIMUM, 10' MAXIMUM AND CONTINUE DOWN ENTIRE FACE OF EDGER
2. EXPANSION JOINTS EQUALLY SPACED AT 80' MINIMUM, 100' MAXIMUM
3. REFER TO SPECIFICATIONS FOR ALL MATERIALS CALLED OUT IN DETAIL

B PLAYGROUND EDGER
SCALE: 1 1/2" = 1'-0" DT-CURB-PLAY



NOTES:
1. EXPANSION JOINTS PLACED PER JOINT PLAN, BUT NO LESS THAN 100' O.C.
2. CONTROL JOINT PLACED PER JOINT PLAN, MAXIMUM SPACING 10'.
3. CONCRETE TO HAVE FINE BROOM FINISH PERPENDICULAR TO CENTERLINE OF PAVING.
4. FINISHED GRADE OF LANDSCAPE AREA TO BE 1" BELOW FINISH GRADE OF CONCRETE (TYPICAL BOTH SIDES).

A CONCRETE PAVEMENT
SCALE: N.T.S. DT-PMT-CONC



COMPANY: MAGLIN
MODEL: 1100 CLUSTER SEATING, BACKLESS SEATS
MOUNT: SURFACE
MATERIAL: METAL
COLOR: TITANIUM
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

E TABLE
SCALE: NTS DT-FURN-TABL



COMPANY: MAGLIN
MODEL: 970 BACKED
MOUNT: SURFACE
MATERIAL: METAL
COLOR: TITANIUM
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

F BENCH
SCALE: NTS DT-FURN-BNCH



NOTES:
1. BARN TO BE INSPECTED AND MADE STRUCTURALLY SOUND.
2. NO ACCESS INTO THE INTERIOR OF THE BARN SHALL BE PERMITTED.

G TELEP AVENUE ENTRANCE BARN
SCALE: NTS DT-FURN-SIGN-ENTR-4



NOTES:
1. SILOS TO BE INSPECTED AND MADE STRUCTURALLY SOUND.
2. NO ACCESS INTO THE INTERIOR OF THE SILOS SHALL BE PERMITTED.

H SILO ENTRY SIGN
SCALE: NTS DT-FURN-SIGN-ENTR-1-3



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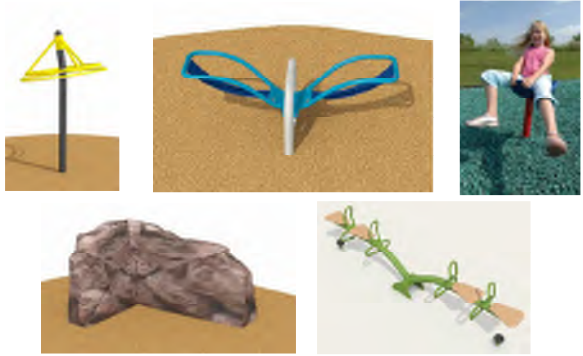
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SITE DETAILS

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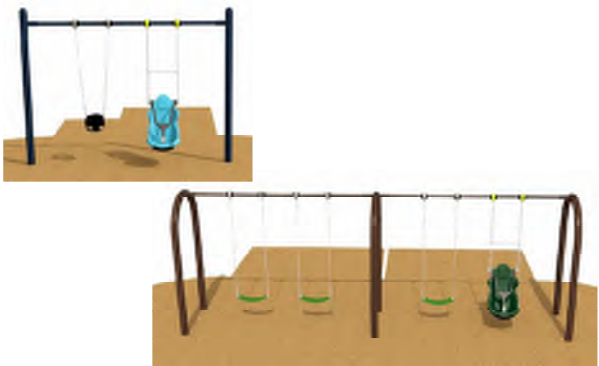
IMAGES ABOVE ARE REPRESENTATION OF TYPE OF PLAY EQUIPMENT.
COMPANY: TO BE DETERMINED
AGE RANGE: EQUIPMENT FOR 2-12 YEAR OLDS WILL BE ACCOMMODATED
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

A PLAY STRUCTURE
SCALE: NTS DT-FURN-PLAY-STRUC



IMAGES ABOVE ARE REPRESENTATION OF TYPE OF PLAY EQUIPMENT.
COMPANY: TO BE DETERMINED
MODEL: PIECES TO ACCOMMODATE AGES 2-12 YEARS OLD.
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

B PLAY PIECE
SCALE: NTS DT-FURN-PLAY-SWING



IMAGES ABOVE ARE REPRESENTATION OF TYPE OF PLAY EQUIPMENT.
COMPANY: TO BE DETERMINED
MODEL: SWINGS TO HAVE COMBINATION OF BELTS, ADA BUCKET AND TOT SWING THROUGHOUT PARKS.
COLOR: TO BE DETERMINED
INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

C SWINGS
SCALE: NTS DT-FURN-PLAY-SWING



IMAGES ABOVE ARE REPRESENTATION OF HORSESHOE COURT.

D HORSESHOE COURT
SCALE: NTS DT-FURN-HORSE



IMAGES ABOVE ARE REPRESENTATION OF SAND VOLLEYBALL COURT.
MINIMUM SIZE 40'X75'

E SAND VOLLEYBALL COURT
SCALE: NTS DT-FURN-PLAY-VOLY



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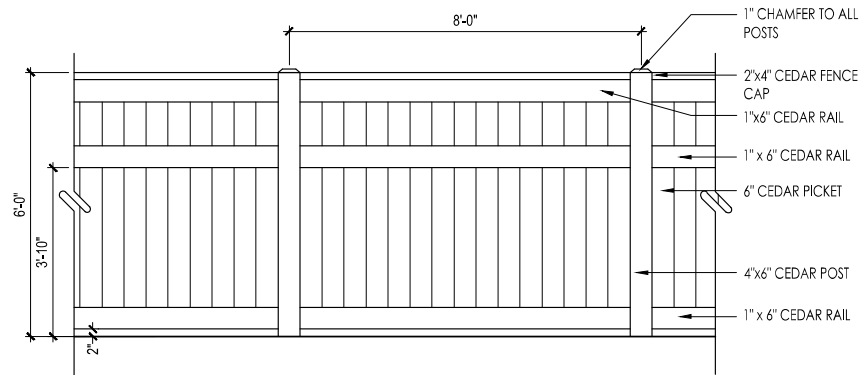
PRELIMINARY
DEVELOPMENT
PLAN

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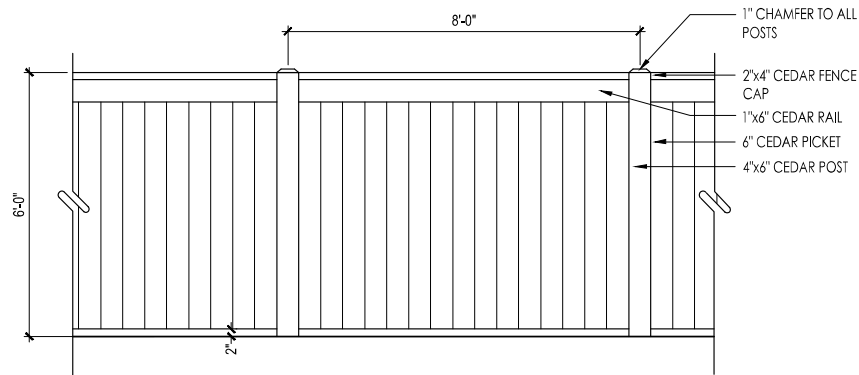
Sheet Name
Fencing Details

Sheet

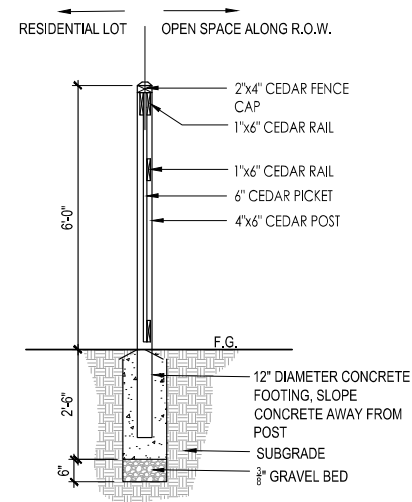
FP501



OUTSIDE ELEVATION (VIEW FROM R.O.W. ALONG COLORADO BOULEVARD, TELEP AVENUE, CR 46 AND RAILROAD)



INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)



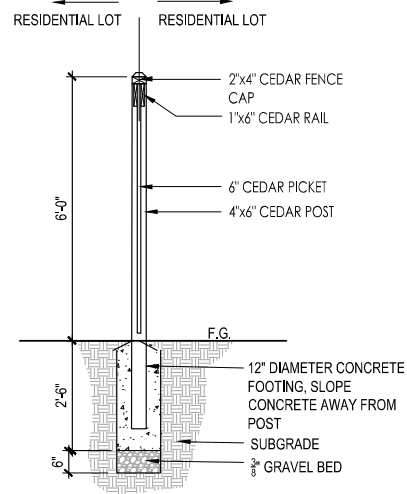
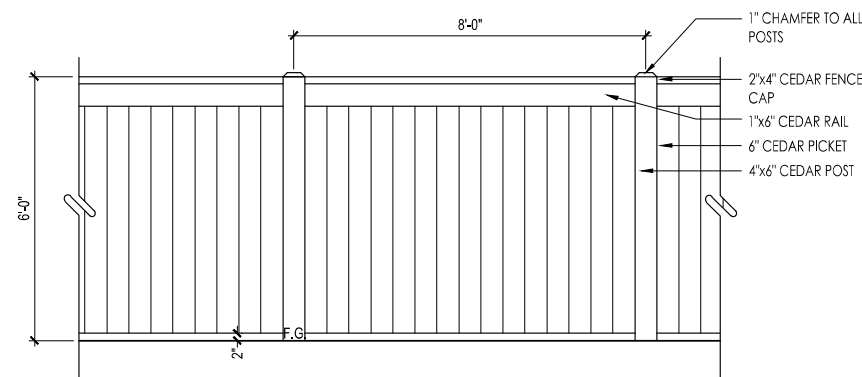
FENCE SECTION

- NOTES:
- FENCE TYPE 1 SHALL BE LOCATED AT ALL SINGLE-FAMILY LOT REAR PROPERTY LINES THAT BACK OPEN SPACE ALONG COLORADO BOULEVARD, TELEP AVENUE, CR 46 AND RAILROAD TO THE NORTH.
 - ALL FENCING MATERIALS SHALL BE CEDAR OR PRESSURE TREATED LUMBER #1 GRADE.
 - DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

A FENCE TYPE 1 (ALONG SINGLE-FAMILY REAR LOT PROPERTY LINES ADJACENT TO PUBLIC ARTERIAL R.O.W.)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 1



FENCE SECTION

- NOTES:
- FENCE TYPE 2 SHALL BE LOCATED AT ALL SINGLE-FAMILY LOT SIDE PROPERTY LINES.
 - ALL FENCING MATERIALS SHALL BE CEDAR OR PRESSURE TREATED LUMBER #1 GRADE.
 - DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

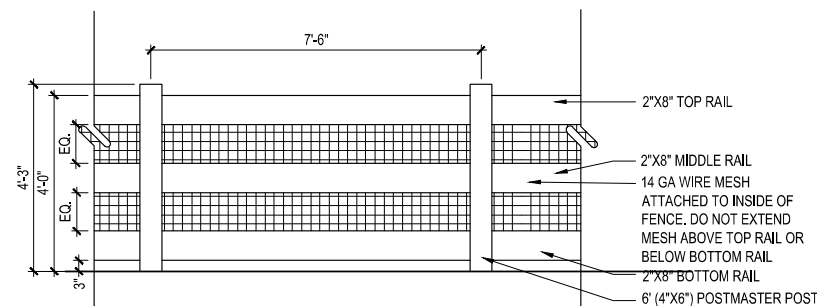


- NOTES:
- AMERISTAR IMPASSE II FENCING IN BLACK.
 - FENCE TYPE 2 SHALL BE LOCATED AROUND EXISTING OIL & GAS FACILITIES.
 - FINAL LOCATIONS OF FENCING AROUND ACTIVE OIL & GAS FACILITIES TO BE APPROVED BY OIL & GAS FACILITIES AT TIME OF FINAL PLAT.

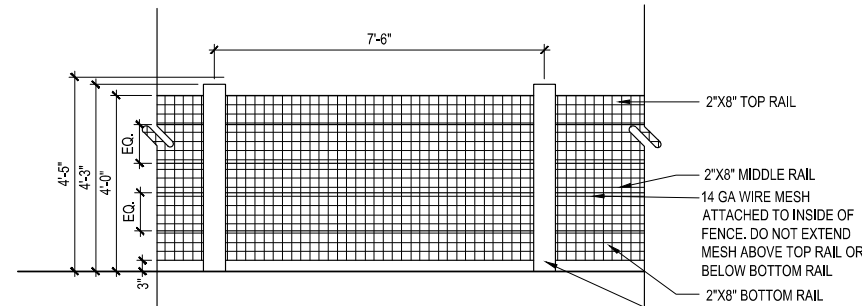
B FENCE TYPE 2 (ALONG SINGLE-FAMILY SIDE LOT PROPERTY LINES)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 2



OUTSIDE ELEVATION (VIEW FROM OPEN SPACE)



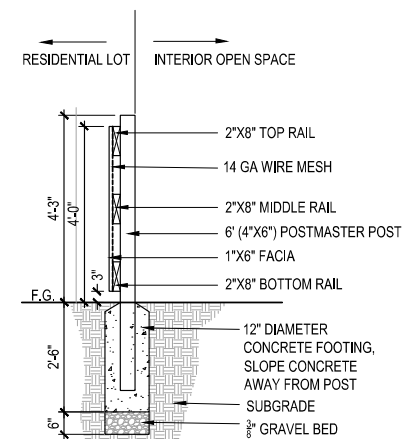
INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)

- NOTES:
- FENCE TYPE 3 SHALL BE LOCATED ON ALL SINGLE-FAMILY LOT REAR PROPERTY LINES THAT BACK INTERIOR OPEN SPACE.
 - ALL FENCING MATERIALS SHALL BE CEDAR OR PRESSURE TREATED LUMBER #1 GRADE.
 - DEVELOPER'S STRUCTURAL ENGINEER TO APPROVE ALL COLUMN FOOTINGS.

C FENCE TYPE 3 (ALONG SINGLE-FAMILY LOT LINES THAT ARE ADJACENT TO INTERIOR OPEN SPACE)

SCALE: 1/2"=1'-0"

DT-FENC-TYPE 3



FENCE SECTION

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LP101





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PRELIMINARY DEVELOPMENT PLAN

Date: 04.08.2021

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Sheet Name

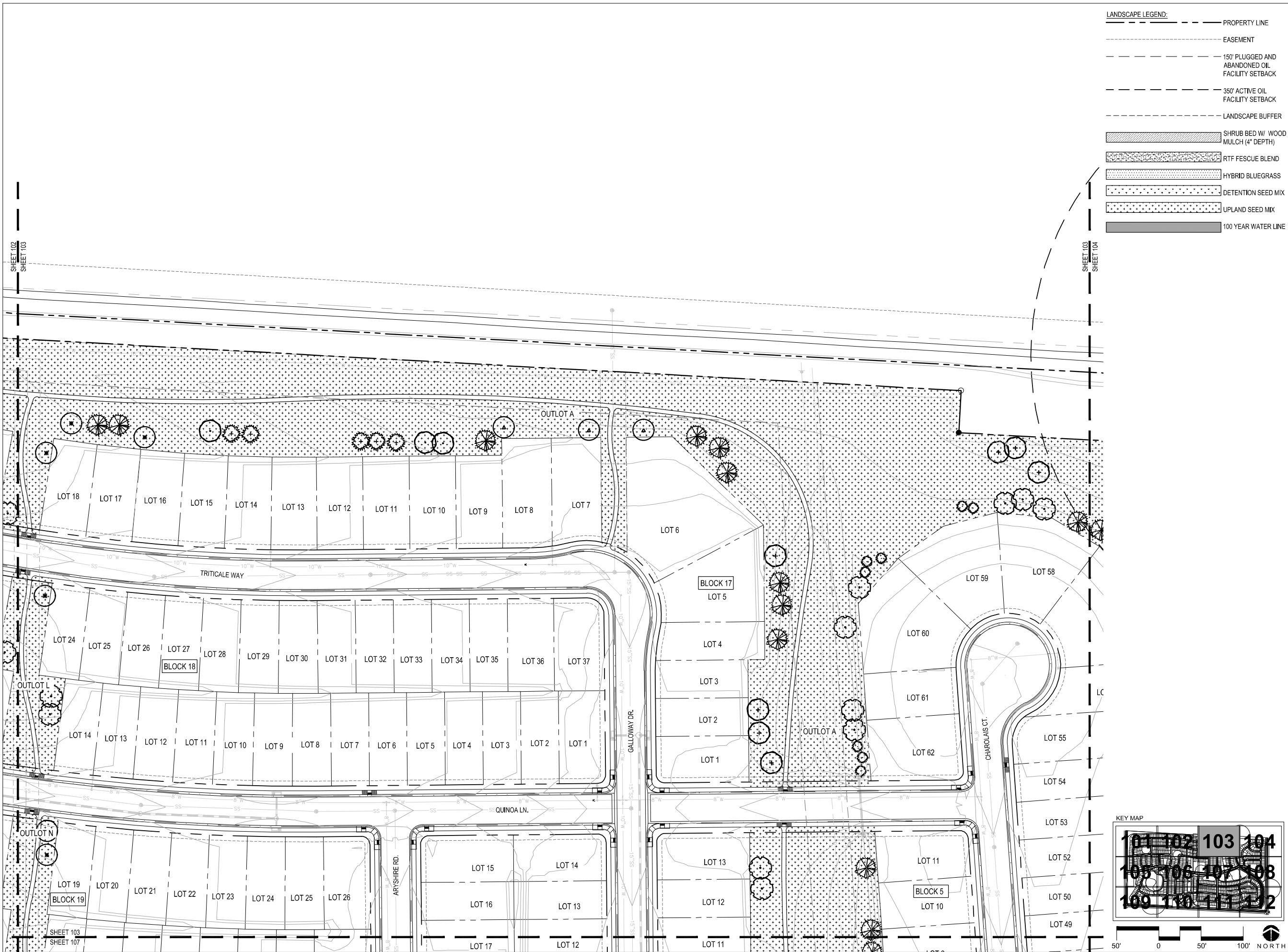
LANDSCAPE PLAN

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LP102

101





- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE

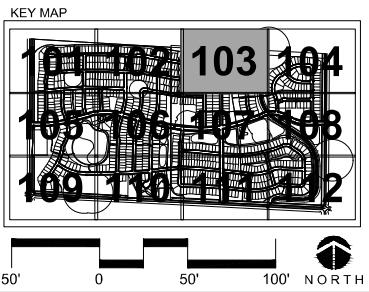


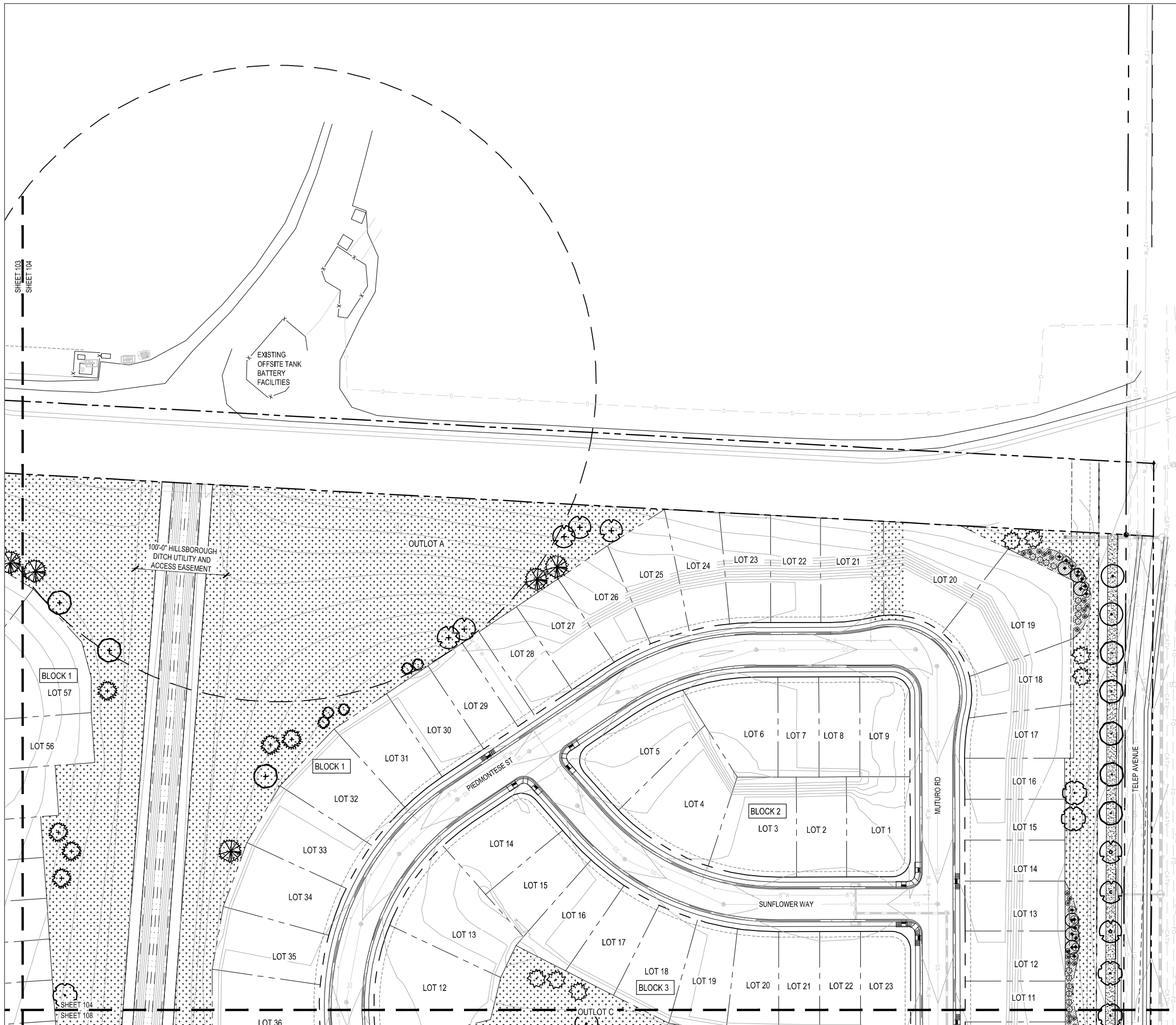
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LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE



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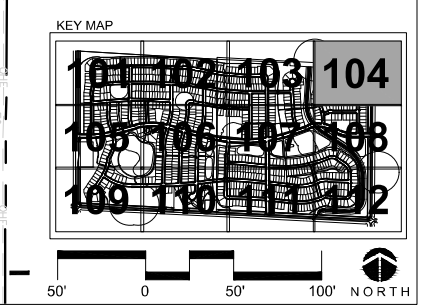
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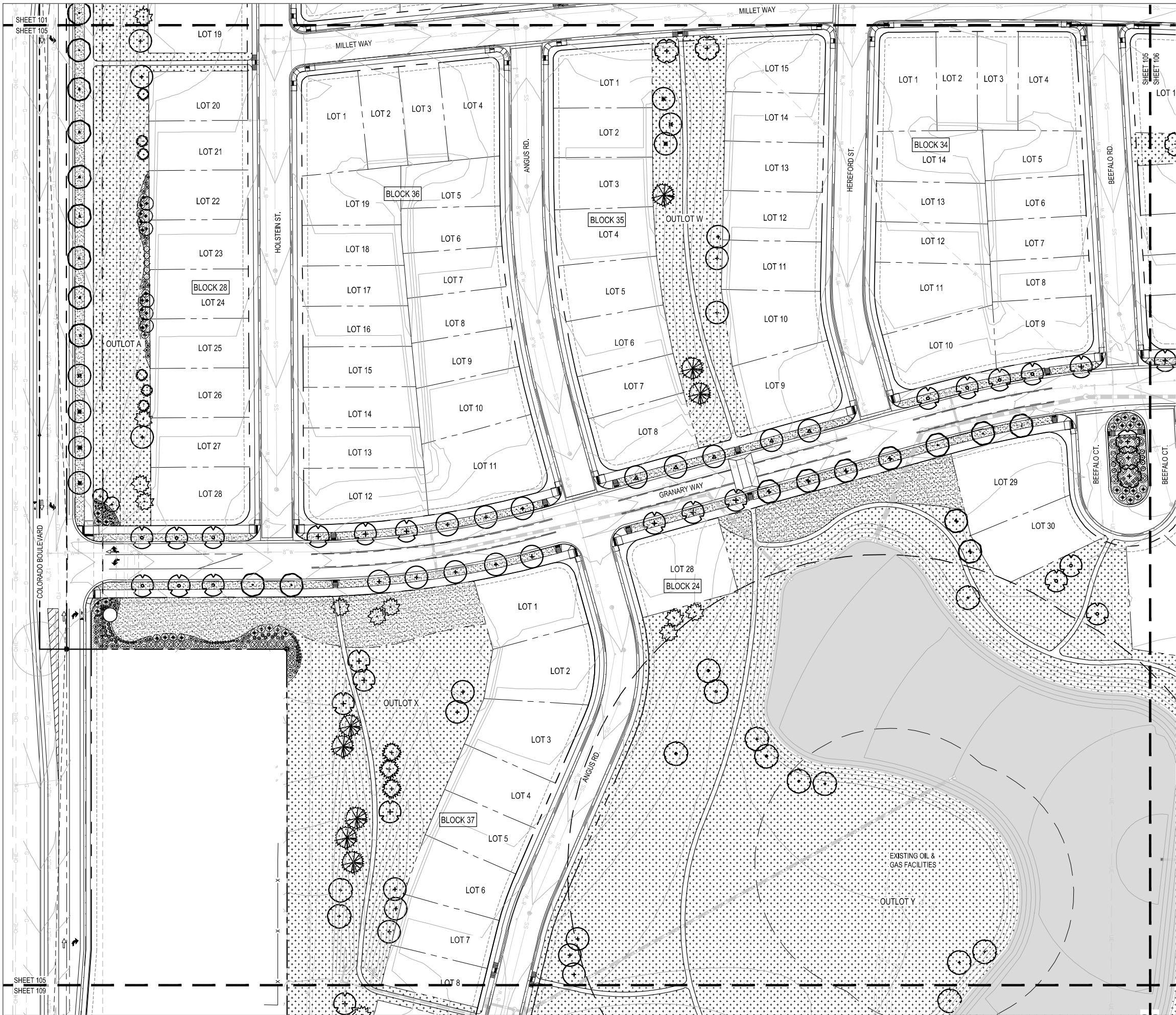
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DEVELOPMENT
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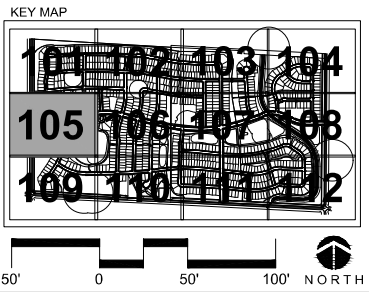
Sheet Name
 LANDSCAPE PLAN

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- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE



THE GRANARY
Johnstown, Colorado

Item #7.



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LP105



LANDSCAPE LEGEND:

- PROPERTY LINE
- EASEMENT
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- LANDSCAPE BUFFER
- SHRUB BED W/ WOOD MULCH (4" DEPTH)
- RTF FESCUE BLEND
- HYBRID BLUEGRASS
- DETENTION SEED MIX
- UPLAND SEED MIX
- 100 YEAR WATER LINE

KEY MAP

50' 0 50' 100' NORTH

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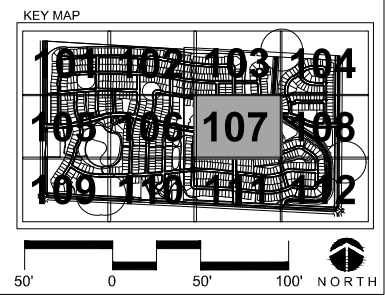
REV.	COMMENT	DATE

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- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE

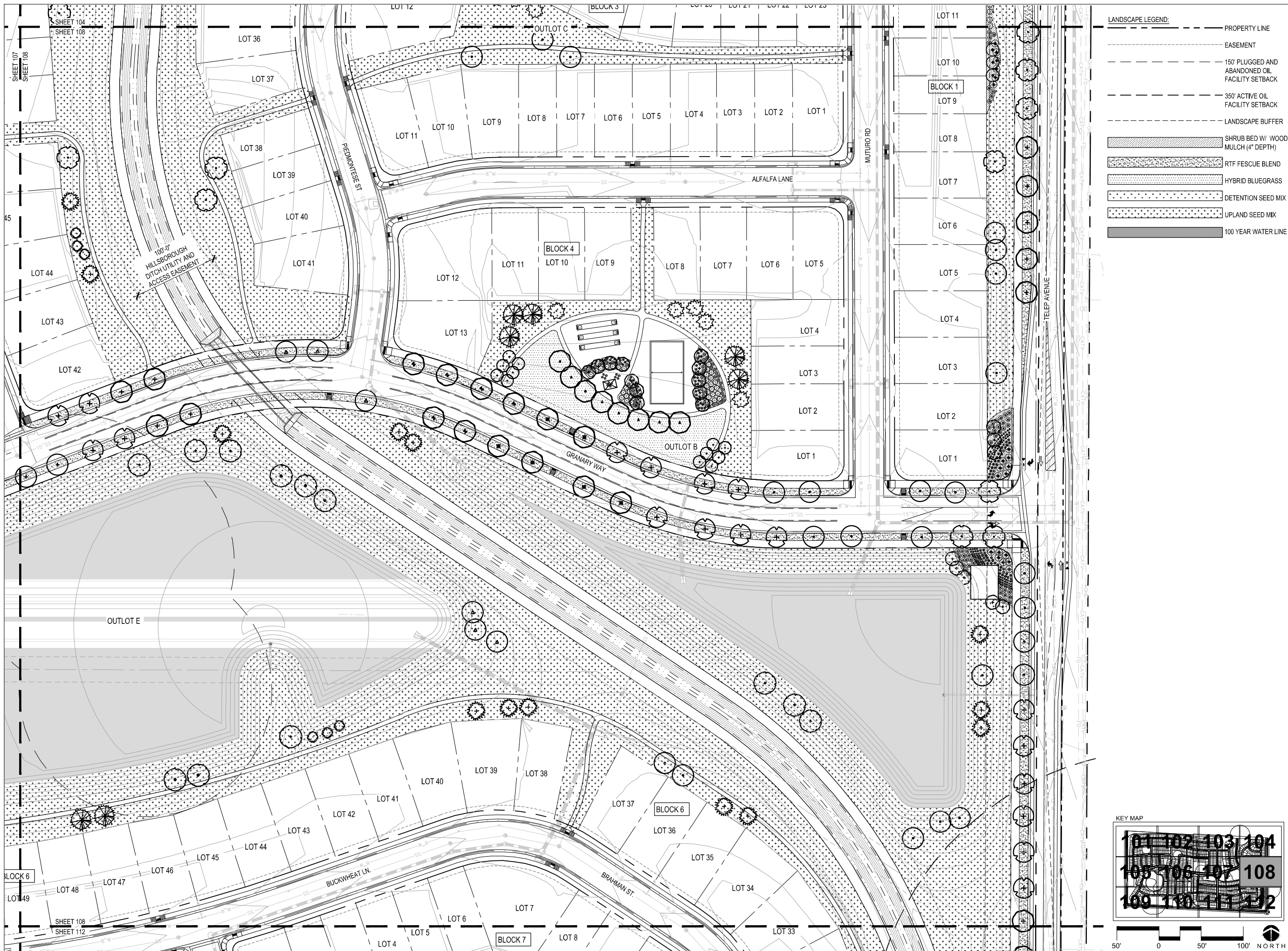


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 Sheet Name
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- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE



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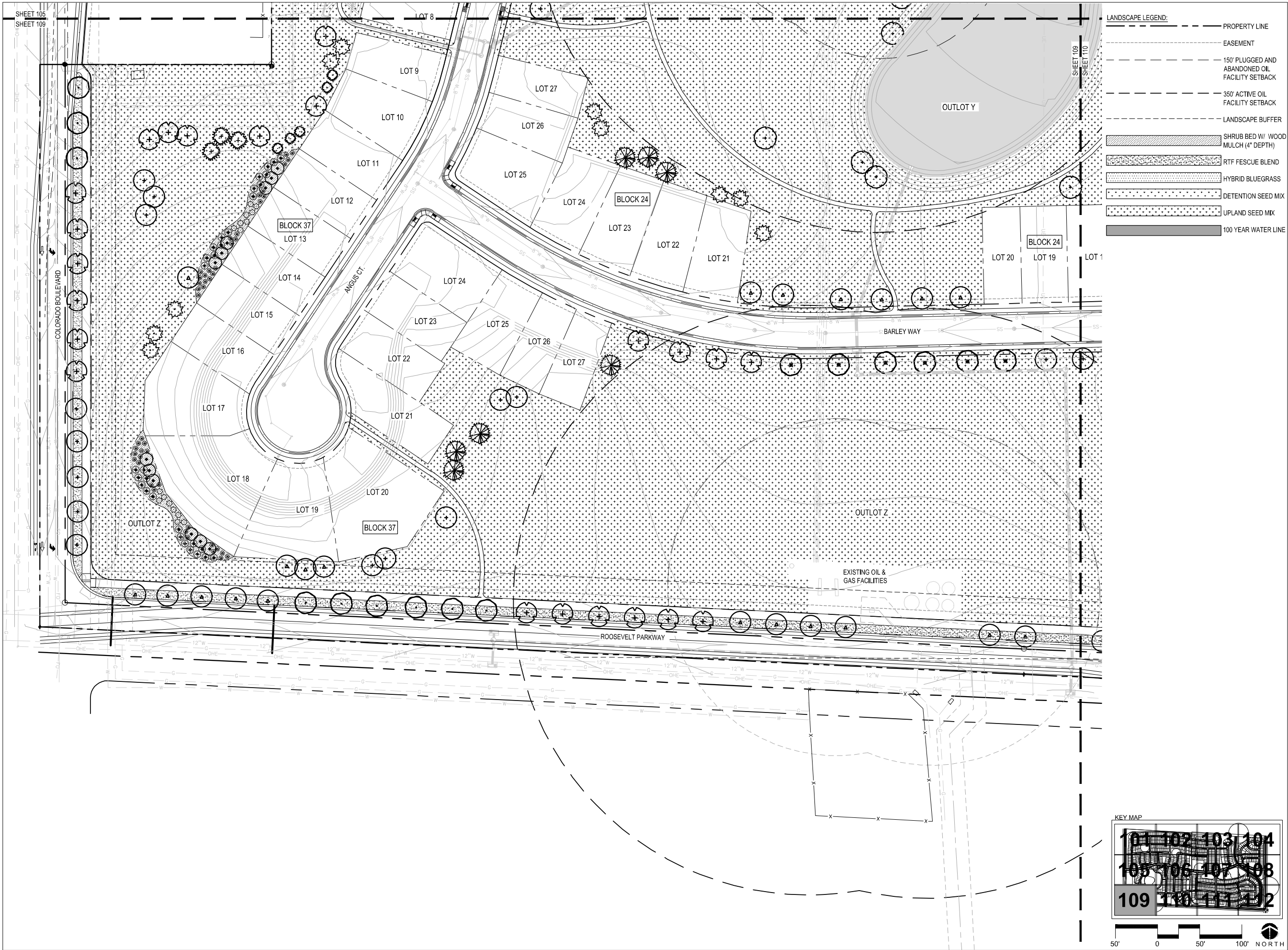
Sheet Name
LANDSCAPE PLAN

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LP108

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Item #7.



- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE



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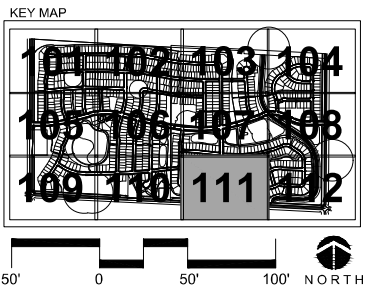
LANDSCAPE PLAN

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LP110



- LANDSCAPE LEGEND:
- PROPERTY LINE
 - EASEMENT
 - 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
 - 350' ACTIVE OIL FACILITY SETBACK
 - LANDSCAPE BUFFER
 - SHRUB BED W/ WOOD MULCH (4" DEPTH)
 - RTF FESCUE BLEND
 - HYBRID BLUEGRASS
 - DETENTION SEED MIX
 - UPLAND SEED MIX
 - 100 YEAR WATER LINE



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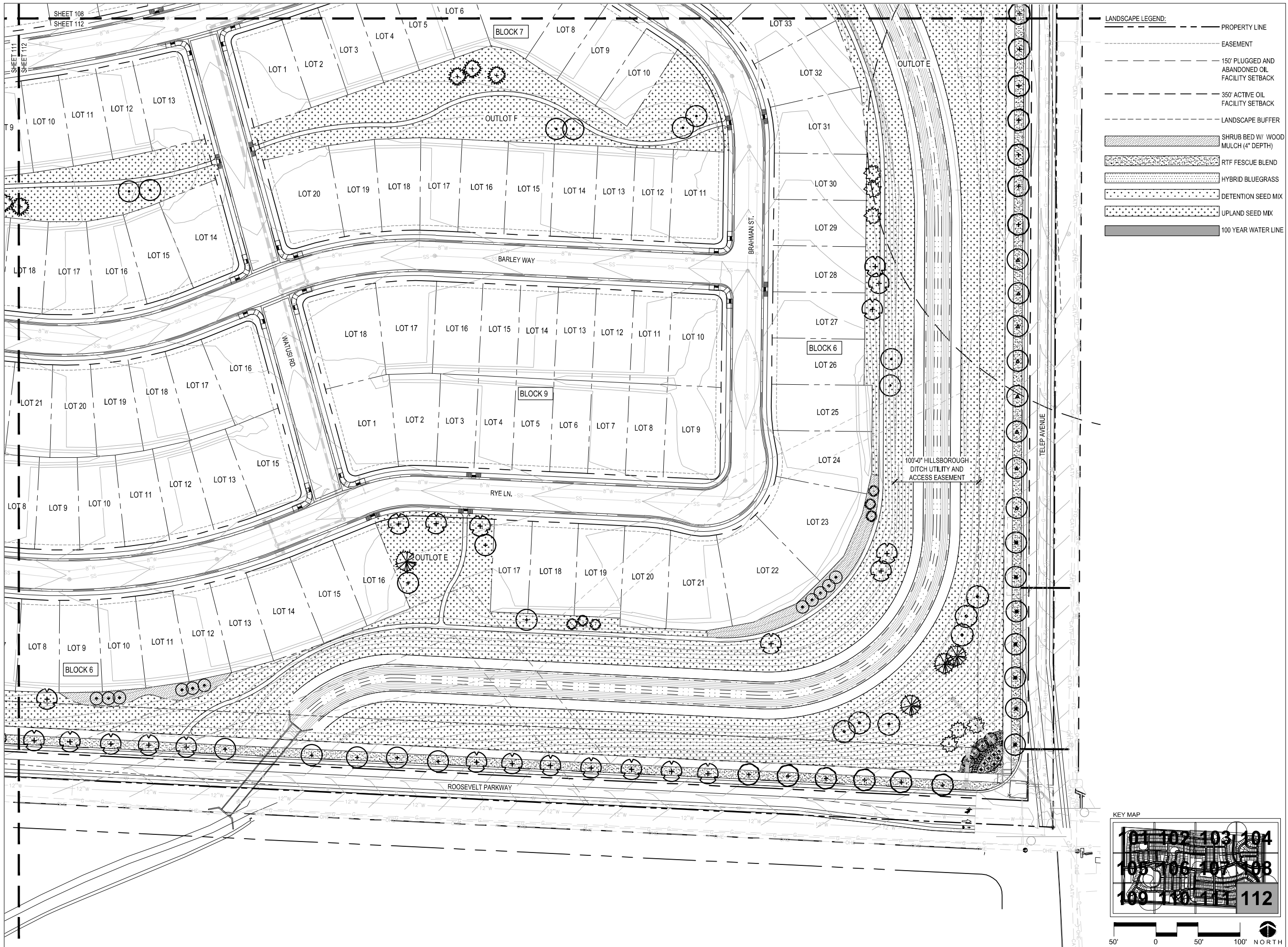
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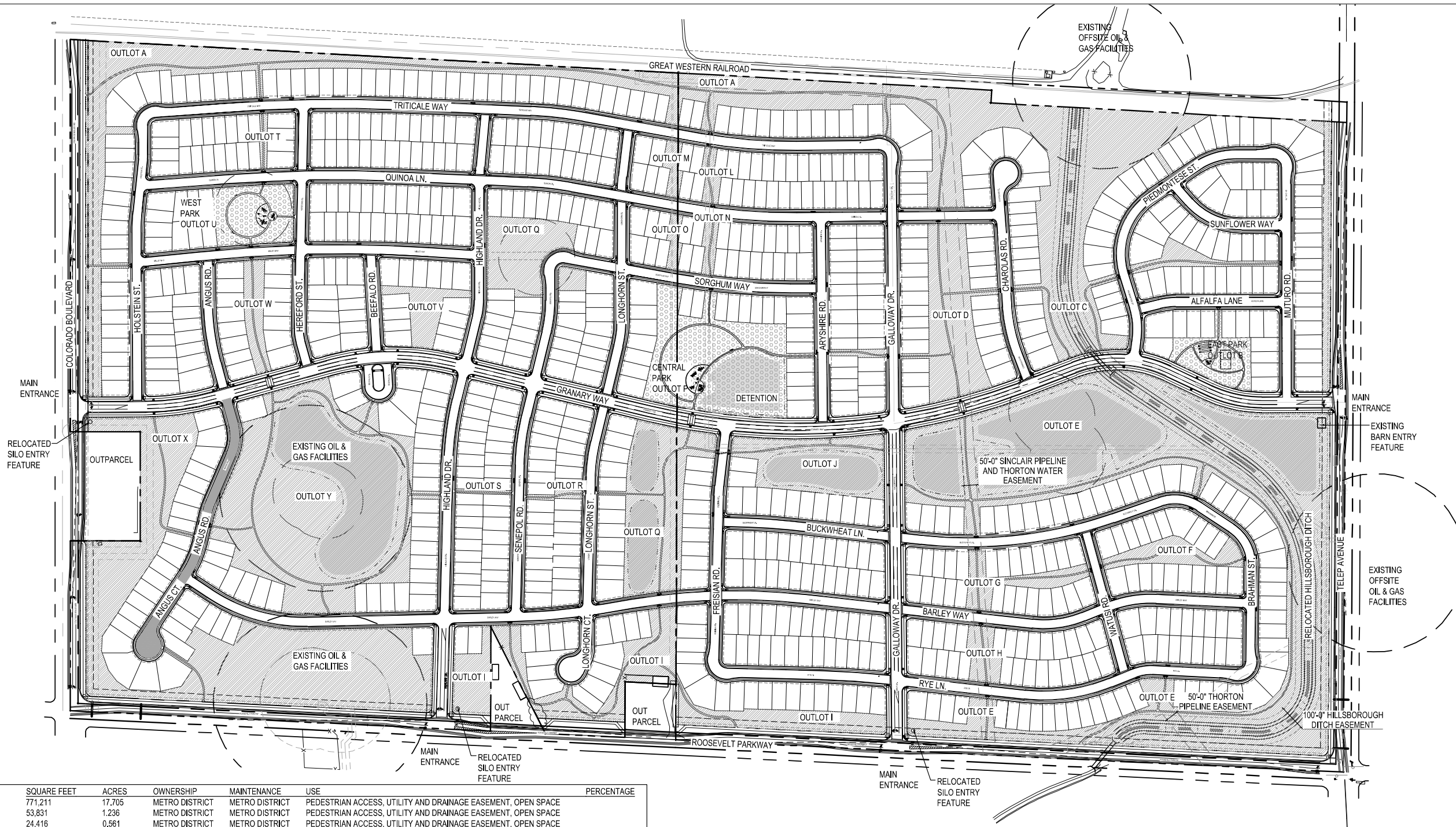
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LANDSCAPE PLAN

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LP112



OPEN SPACE CHART

	SQUARE FEET	ACRES	OWNERSHIP	MAINTENANCE	USE	PERCENTAGE
OUTLOT A	771,211	17.705	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT B	53,831	1.236	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT C	24,416	0.561	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT D	128,518	2.950	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT E	975,816	22.402	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT F	40,243	0.924	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT G	39,841	0.915	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT H	24,687	0.567	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT I	209,027	4.799	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT J	117,708	2.702	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT K	6,430	0.148	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT L	12,455	0.286	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT M	12,656	0.288	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT N	11,136	0.256	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT O	10,280	0.236	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT P	211,395	4.853	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT Q	161,362	3.704	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT R	6,106	0.140	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT S	3,565	0.082	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT T	6,131	0.141	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT U	71,992	1.653	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT V	34,195	0.785	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT W	32,348	0.743	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT X	37,043	0.850	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT Y	530,951	12.189	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT Z	485,025	11.135	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT AA	79,715	1.830	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT BB	9,852	0.226	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
OUTLOT CC	3,865	0.089	METRO DISTRICT	METRO DISTRICT	PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT, OPEN SPACE	
TOTAL OUTLOTS	4,111,709	94.392				32.02%
TOTAL PUD AREA		294.763				

OIL AND GAS FACILITIES INFORMATION

OUTLOT E
OWNER: PDC ENERGY INC - 69175
NUMBER OF WELLS: 5
NAMES OF WELLS: 7-33 KETO, 7-43 KETO, 7-34 KETO, 7-44 KETO, 3-7J KETO
TYPE OF WELL: DIRECTIONAL, PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

OUTLOT Q
OWNER: KERR MCGEE OIL & GAS ONSHORE LP - 47120
NUMBER OF WELLS: 1
NAME OF WELL: 1 MAPLEWOOD
TYPE OF WELL: PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

OUTLOT U
OWNER: KERR MCGEE OIL & GAS ONSHORE LP - 47120
NAME OF WELL: 12-7 HSR-MAPLEWOOD ACRES
TYPE OF WELL: PLUGGED AND ABANDONED
OTHER FACILITIES ON SITE: NONE, ALL LINES REMOVED
STATUS: PLUGGED AND ABANDONED

OUTLOT Y
OWNER: KERR-MCGEE/OXY/ANADARKO
NUMBER OF WELLS: 5
WELL NAMES: 13-7 MAPLEWOOD (SHUT IN), 22-7 MAPLEWOOD (PRODUCING), 35-7 MAPLEWOOD (PRODUCING), 23-7 MAPLEWOOD (PRODUCING), 14-7 MAPLEWOOD (PRODUCING)
TYPE OF WELL: DIRECTIONAL
OTHER FACILITIES ON SITE: NONE
OWNER: SHUT IN (1) AND PRODUCING (4)

OUTLOT Z
OWNER: KERR-MCGEE/OXY/ANADARKO
NUMBER OF WELLS: 0
TYPE OF WELL: N/A
OTHER FACILITIES ON SITE: TANK BATTERY FACILITY
STATUS: ACTIVE

OPEN SPACE LEGEND:

- PROPERTY LINE
- LOT LINE
- EASEMENT
- LANDSCAPE BUFFER
- 150' PLUGGED AND ABANDONED OIL FACILITY SETBACK
- 350' ACTIVE OIL FACILITY SETBACK
- OPEN SPACE
- OPEN SPACE - PARK



THE GRANARY
Johnstown, Colorado

Item #7.



NOT FOR
CONSTRUCTION

REV.	COMMENT	DATE

PRELIMINARY
DEVELOPMENT
PLAN

Date: 04.08.2021

Drawn By: SL & DD

Checked By: CR

Sheet Name

OPEN SPACE PLAN

Sheet

OS100



Town of Johnstown

PLANNING & ZONING COMMISSION AGENDA MEMORANDUM

ITEM:	1
DESCRIPTION:	Public Hearing for The Granary (PUD) Preliminary Subdivision Plat and Preliminary Development Plan for approximately 294 acres, for a single-family neighborhood
LOCATION:	South 1/2 of Section 7, Township 4 North, Range 68 West – North of CR 46, between Colorado Blvd and Telep Ave.
APPLICANT:	Hartford Acquisitions (DBA Keto Development, LLC)
STAFF:	Darryll Wolnik, Planner II
HEARING DATE:	April 14, 2021

BACKGROUND & SUMMARY

The applicant, Hartford Acquisitions / Keto Development, LLC, is requesting approval of The Granary Preliminary Subdivision Plat and Preliminary Development Plan (PDP) for the south 1/2 of Section 7, Township 4 North, Range 68 West. The property is bounded by Weld County Road 46 to the south, Telep Ave. to the east, Colorado Blvd. to the west, and Great Western Railway Right-of-Way to the north. The preliminary plat will set forth the overall general design for the project, with filings of phased final subdivision plats to follow with final details and design. The preliminary plat shall dictate the manner of development, with slight variations allowed, but does not dictate the order of development. Subsequent filings will determine final lots and street layouts and provide full engineering and construction documents for all public and private improvements within the development, with the exception of individual lots and homes. This preliminary plat shall follow those zoning regulations for the property that were set forth in the previously-approved Granary Outline Development Plan (ODP).

Surrounding land uses are primarily agricultural and rural residences. Properties to the north and northwest are developed, or developing, as primarily single family neighborhoods. The built-out Clearview residential subdivision is to the northwest of the subject property, across Colorado Blvd., while the currently under-construction Mallard Ridge (approved as Johnstown Village) residential subdivision is north-adjacent to the subject property.

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DEVELOPMENT HISTORY

The Granary Preliminary Plat and Preliminary Development Plan (Herein referred to as “The Granary”) was annexed as two separate annexations and original ODPs, those being Keto and Maplewood Acres.

The Maplewood property on the west, also known as Maplewood Acres, has historically contained agricultural uses, and continues to contain those uses. It was annexed on March 2, 2009, by way of Ordinance 2009-100. It was also assigned PUD-R zoning at that time via ODP, by way of Ordinance 2009-101

The eastern Keto property has historically contained agricultural uses, and continues to contain those uses. It was annexed into Johnstown on September 18, 2006, by way of Ordinance 2006-776. It was also assigned PUD-R zoning at that time via ODP, by way of Ordinance 2006-777. On February 17, 2021, The Granary ODP was approved through Ordinance 2021-193. That ODP is the current zoning for this property.

ATTACHMENTS

- 1 - Vicinity Map
- 2 - Application
- 3 – Preliminary Plat
- 4 – PDP Preliminary Development Plan
- 3 – ODP Outline Development Plan

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, March 25, 2021. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Courtesy notices were mailed to all property owners within 500 feet of the property in question. This notice included a map of the proposed annexation and zoning.

A neighborhood meeting was held on Thursday, March 18, 2021, and noticed to property owners of records within 500 feet of the property. The meeting was attended by roughly a dozen residents (exact numbers and sign in was not possible, due to the remote-only nature of the meeting) Staff heard from two residents during the meeting. Jerry Jennison asked questions about oil and gas development in the area. Specifically, he was concerned that all existing and abandoned wells were not shown on the plat. Staff and applicant were able to confirm all wells appear to be shown, and Mr. Jennison agreed.

Staff also heard from Laurie Stolley, who lives at the property on the east side of Colorado Blvd., just south of the proposed east-west collector. She was concerned about her access, which currently enters from the south and across the Granary property. Mrs. Stolley was worried about the proximity of her access to the turn lanes and likely signal associated with that east-west collector. Applicant offered to allow her to retain the current access via permanent recorded easement. Another issue brought up by

Mrs. Stolley was the road cross-section in front of her home, on Colorado Blvd. While the exact layout is unclear because of the fluid nature of the area, staff directed applicant to provide Mrs. Stolley with a potential road cross-section. Staff and the Applicant have also corresponded and met separately with the Stolleys previously to discuss the location and scope of this collector road, timing of development that might impact that, and continued access to their property.

ANALYSIS

Johnstown Comprehensive Plan Alignment

P.2-5: The area in question is marked as “Low Density Residential, Average 3 DU/AC”. The Preliminary Plat and Development Plan proposes 3.45 DU/AC, roughly in line with this requirement.

Goal CF-1: New development achieves the community’s goals and is consistent with the Town’s vision – building blocks.

This Preliminary Plat and Development Plan will provide the groundwork for a future development that incorporates new trails, adds green space, and creates neighborhood parks within new neighborhoods.

Goal CF-3: An enhanced character of developments and overall image – Pedestrian-friendly environments.

The proposed Preliminary Plat and Development Plan calls for an expansive trail network, affording residents the opportunity to use multiple modes of transportation, or simply enjoy open spaces. The modified collector cross-section will allow for a detached 9’ sidewalk, providing ample space for use while being separated from the flowline of the road.

Goal NH-1: A diversity of housing types to support the housing needs of a diverse population – location and proximity.

The proposed Preliminary Plat and Development Plan is located centrally between I-25, downtown, and new development to the north and south. In addition, the properties in question are located adjacent to Colorado Blvd., a major north-south arterial that connects south to Denver and north to the 2534 district of Johnstown and beyond.

Zoning

The zoning for the property is PUD-R, and the current approved ODP allows for single-family detached residential throughout the property, along with open space.

The Granary Preliminary Plat and Development Plan proposes 29 outlots, covering 94.392 acres (32.02% of the site). Those outlots would be considered open space areas, and their exact uses will be more precisely determined at final subdivision; however, the amount and percentage will not significantly change. Of note are the three developed park areas; those shall not change in size or location from what is shown on this Preliminary Plat and Development Plan.

Seventy-one acres are proposed as public right-of-way, 24.36% of the site. Single family detached residential lots will comprise roughly 128.575 acres, or 43.62% of the project area, these 925 lots will be an average of 6,054 square feet in size.

Development Standards

The ODP set forth some basic development standards regarding setbacks, building heights, and lot sizes. More detailed design guidelines will be completed with the final subdivision and development plan review process. Development standards for residential uses will allow for smaller front-yard setbacks, thereby conserving water and creating more compact development, while still maintaining a detached single-family neighborhood. Front yard setbacks will be set at 15' to the habitable living area, meaning any portion of the dwelling that is enclosed.

Garages will be set a minimum of 20' back, allowing not only ample space to park a vehicle as required by JMC 16-143(5), but also to prevent a streetscape of garage doors, thereby placing the homes front and center, rather than the garages. Porches may encroach 3' into the 15' habitable living area setback. Those porches are required, and must be a minimum of 48 S/F. Having mandatory porches will have the effect of creating an aesthetically-pleasing streetscape of elevations. There will be a 15' rear yard setback, and 5' side yard setback, with 15' required on side corner lots adjacent to ROW. Buildings may be up to 35' in height, measured to the midpoint of the highest ridge and eave, as defined by building code. Lots will generally be either 45'x110' or 55'x110 in size and dimension.

The ODP set minimum design guidelines for structures, which shall be expanded upon by way of design guidelines during final platting and final development plan. Individual lot landscape standards will be further detailed? during the final platting and final development plan. The Town shall require sample lot layouts, conceptual elevations, plant lists, and percentages and treatment of groundcover at that time

Infrastructure/Transportation

Currently Little Thompson Water District serves the few residences in the area. Town water lines run north of the property and east along Telep Ave. A smaller 8" line is located along Colorado Blvd. on the west side of the property. There are no lines along County Road 46. Water lines will need to be extended to the property at the appropriate size, as determined by Public Works and the Town Engineer, during the engineering design process. For the purpose of this Preliminary Plat and Development Plan, water service is in close proximity, has been deemed adequate, and it is therefore possible to serve this property.

As part of the annexation agreement for both Keto and Maplewood, the developer is required to construct at least 12" water mains along Colorado Blvd, Telep Ave., and Weld County Road 46. The developer is also required to loop any water mains built on the property.

Sanitary sewer service will be provided by the Town of Johnstown, via the new central sewer interceptor. Improvements are already underway, and that interceptor will be completed in the next few years, as part of the Town's overall sewer infrastructure improvements. The Central Wastewater Treatment Plant will also be expanded in the next couple of years. Both of these projects will ensure adequate capacity to handle the proposed development.

Regarding transportation networks in the area there are multiple major arterials that border this proposed project. Colorado Blvd., a regionally-significant major arterial that stretches from Thornton to Windsor, bounds this project to the west. Colorado Blvd. intersects with Weld County Road 46, an unimproved roadway. The traffic impact study (TIS) calls for numerous ultimate improvements relating to turn lanes and acceleration/deceleration lanes. There is a proposed east-west collector road that has been approved in a modified cross-section. This collector will have a 9' "multi-modal" sidewalk separated from the ROW by a 6 ½' landscape area (known colloquially as a tree lawn or park strip), rather than the standard 5' sidewalk.

It should be noted that the auxiliary lane requirements are in addition to the standard street cross-sections as outlined in the 2008 Johnstown Master Transportation Plan. The developer will be required to install appropriate roadways, to include possible half-widths, at platting. Roadway improvements and infrastructure will be installed prior to any homes being constructed, and after the final plat has been approve. These improvements, along with other public improvements, are likely to be built incrementally, as the property is built out.

The annexation agreement for the Keto Annexation lays out required dedications for County Road 46 and Telep Ave. Per the agreement, 30' of additional ROW dedication is due when the property develops, which should be taken to mean at final plat, as this is when ROW dedication takes place. Additionally, Weld County Recorded Exemption 1059-7-3 RE-3403 shows 40' of ROW reservation on the east side of the existing 60' ROW on Colorado Blvd.

Of note is the new Weld RE-5J high school being constructed across Colorado Blvd. from this proposed project. Some lane configurations and roadway/infrastructure improvements may take place in conjunction between these two projects.

The Granary Preliminary Plat and Development Plan shows a robust trail system throughout. Applicant is proposing 5' wide trails utilizing crusher fines, a compacted soft surface that meets ADA standards. These trails will connect areas of the development that sidewalks do not. Notably, the trails utilize a number of mid-block cut throughs to increase walkability. The trails connect all areas of the project to the three parks, creating safe pathways around the development, while also connecting to the interior sidewalks and allowing for access to other future trails outside of the development by tying into the perimeter sidewalks.

Phasing

Applicant has proposed a phasing plan with this development. Said phasing plan is not final, but does outline a rough schedule of final filings. A loose agenda for construction is also presented as part of this application. Development will move east to west; to be dictated by infrastructure availability, as the applicant can tie into existing wet utilities in the northeast corner of the site. Filing 1 is expected to include areas from Telep Ave. west to the first proposed north-south entry road into the development. Filing 2 will likely include areas between the two north-south entry roads, and the final filing will include the remainder of the project. Exact phasing may be dictated by availability of infrastructure and as approved by the Town and Front Range Fire Rescue.

Easements / Oil & Gas

There are four oil and gas facility sites on or around the property which encumber the property in some manner. Three of these facilities are located on the subject property, while one is located just north of the property, across the railroad ROW. The Johnstown Municipal Code (JMC) does not address reciprocal setbacks from general oil and gas facilities, nor do any of the Colorado Oil and Gas Conservation Commission (COGCC) rules. Town Design Guidelines do call for a 150' minimum setback from existing wellheads for new development. However, the applicant has opted to utilize a 350' setback from all existing oil and gas facilities. Area within these setbacks is utilized as either passive open space, drainage, or trails. There are no inhabitable structures or designated play areas within these setbacks. Town Design Guidelines and JMC call for screening of oil and gas facilities. Oil and gas facilities are proposed to be screened by black wrought-iron-style fencing, specifically Ameristar Impasse II. This decorative open fencing type is widely used on oil and gas sites and is 6' in height.

It should be noted there are plugged oil & gas facilities within this project. Applicant has proposed a reciprocal setback of 150', which is adequate for Fire and Engineering, as both COGCC rules and Town Code are silent on the topic. There are two capped sites within this development, contained within Outlots Q and U.

Three pipeline easements run through the property. A 25' gas pipeline easement, held by Western Slope Gas Company, runs north-south through roughly the center of the property, and cannot be built upon other than to cross with a roadway. In addition to that, a 30' regional stormwater easement that also serves Mallard Ridge to the north runs from the north and turns east around the center of the property, before leaving the site to the east. Finally, the Thornton Water Project pipeline runs north-south along the eastern edge of the property, utilizing a 50' no-build easement.

In addition to the above easements, the Hillsborough Ditch runs across the eastern edge of this property. This Preliminary Plat and Development Plan now shows no major realignments to the ditch. Hillsborough Ditch is shown to have a 100' easement along its alignment through this project. Developers will continue to work with the ditch company on improvements and alignment issues, and Hillsborough Ditch shall sign the final plat showing acceptance of the easement and alignment.

Staff Concerns

Staff is somewhat concerned about the location of the proposed west park. Currently the park is located wholly within the 150' setback for existing plugged and abandoned wells. There is no local or state code or regulation precluding the applicant from proposing and constructing this park. Further, planning does not propose to relocate the park, especially as Front Range Fire Rescue and the Town Engineer approve the use. Staff just wanted it brought to the Commission's attention.

There are a three county parcels, with homes, adjacent to and interwoven along the edges of this property. While these parcels are on the outside edge of the subject property, they could present future issues for the Town in terms of future annexation and redevelopment (if that were to occur), individual driveway accesses along major arterials, and the lack of service by utilities and other infrastructure. The Town cannot and would not force these properties to annex, develop, or otherwise be included in the Preliminary Plat and Development Plan, and their exclusion does not endanger or dilute the current project proposal in any meaningful way. However, it is anticipated that these properties will redevelop at some point in the future, and such redevelopment may be challenged because of their exclusion today; this alone merits their mention in this report. No specific remedies are suggested or needed at this time.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Findings:

1. The proposed Preliminary Plat and Preliminary Development Plan is in agreement with the Johnstown Area Comprehensive Plan and its Future Land Use Map.
2. The proposed Preliminary Plat and Preliminary Development Plan can to be adequately served by Town services and utilities and other community infrastructure.
3. The proposed Preliminary Plat and Preliminary Development Plan is in substantial compliance with all Town codes, regulations, and standards and specifications.

Conditions

1. The applicant address all outstanding comments and redlines from the Town Engineer and Public Works on construction drawings and public improvements, prior to submittal for Final Subdivision Plat and Final Development Plans for each phase or filing.

2. The applicant work with Town Staff and the three (3) owners of the excluded properties to ensure preservation of their accesses and coordinate public improvements along their frontages. This should be incorporated into development agreements that accompanies each applicable final plat.

Recommended Motion

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that The Granary Preliminary Plat and Preliminary Development Plan furthers the *Johnstown Area Comprehensive Plan* goals, and is compatible with all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council approval of The Granary Preliminary Plat and Preliminary Development Plan based upon the findings and conditions, as stated within this staff memorandum.

Alternate Motions

Motion to Deny: "I move that the Planning & Zoning Commission recommend to the Town Council denial of The Granary Preliminary Plat and Preliminary Development Plan based upon the following findings..."

Planner:



Darryll Wolnik

Planner II

Reviewed by:



Kim Meyer

Planning & Development Director

File Name: S:\PLANNING\2002 Land Use Projects\PUD20-001 Keto-Maplewood PUD\Staff Report.docx



Town of Johnstown

LAND USE APPLICATION REFERRAL

DATE: December 21, 2020

TO: ☒ Planning ☒ Public Works ☒ Town Engineer ☒ Fire ☒ Traffic
☒ Water Engineer ☐ Water Attorney ☐ Town Attorney ☐ Other:

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Hartford Acquisitions
Project: *The Granary (Formerly Keto-Maplewood) Preliminary Subdivision and Dev Plans*
Submittal #: 1
Location: *South ½ of Section 7, T4N R67W*
Reply by: *Monday, January 18, 2021*

This application is submitted for professional review and recommendation. Any comments or recommendations relevant to this request are appreciated.

If additional documentation is needed to complete a review, please email me at the address above.

☐ NO Comments.

☐ Comments:

By: _____ Date: _____

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Town of Johnstown

OUTSIDE AGENCY REFERRAL

DATE: December 21, 2020

TO: ☐ Mead ☐ Milliken ☐ Berthoud ☐ Loveland ☐ Greeley ☐ Windsor
☐ Larimer Co ☒ Weld Co ☒ Aims CC ☐ CDOT ☐ CPW ☒ TRPR
☒ Weld RE-5J ☐ TSD ☒ LTWD ☒ NC Conserv. ☐ BT Conserv. ☒ HB Ditch Co.

FROM: Darryll Wolnik, *Planner II*
dwolnik@TownofJohnstown.com

Applicant: Hartford Acquisitions
Project: *The Granary (Formerly Keto-Maplewood)*
Location: *Parcels 105907300043, 10507300044, & 105907000022*
Description: Subdivision and Development Plan
Reply by: *Monday, January 18, 2021*

This referral is submitted for your comments due to the proximity of the project to your municipal boundaries or GMA, or it otherwise affects your agency or its mission.

If additional documentation is needed to complete a review, please email me at the address above.

☐ NO Comments.

☐ Comments (attach additional sheets if needed):

By: _____ Date: _____

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 17, 2021
SUBJECT: Façade Grant Program
ACTION PROPOSED: Additional funding request, FY2021
ATTACHMENTS: 1. Resolution 2021-15
PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Resolution 2021-15 which would provide \$15,000 in additional funding for the Johnstown Façade Grant Program. Town Council appropriated \$25,000 towards the program for FY 2021 and as of current, Staff has approved \$23,014.82 in grant funds to 8 applicants.

The façade grant program has proven to be a beneficial program to our downtown businesses while also continuing to enhance the overall aesthetic of our historic buildings. Staff continues to receive inquiries on the program and currently has one application pending for a potential eligible grant award of \$6,000. To support this program, Staff is requesting an additional appropriation of \$15,000 for FY 2021 which will allow Staff to continue to market the façade grant program to eligible businesses, while also promoting the restoration and enhancement of our historic downtown.

If this appropriation is approved by Council, we anticipate that the total of \$40,000 will be the final allotment provided for this program for FY 2021.

LEGAL ADVICE:

The resolution was reviewed and approved by our Town Attorney.

FINANCIAL ADVICE:

Funds are available in the General Fund to meet the additional expenditures considered in this budget amendment.

RECOMMENDED ACTION: Adopt the resolution as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve an appropriation and budget amendment of \$15,000 to the façade grant for FY 2021.

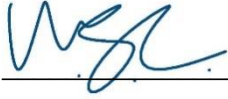
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For Denial: I move to deny an appropriation and budget amendment of \$15,000 to the façade grant for FY 2021.

Reviewed and Approved for Presentation,

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

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2021-15

A RESOLUTION AMENDING THE FISCAL YEAR 2021 BUDGET AND APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF JOHNSTOWN

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

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

WHEREAS, on December 14, 2020, by Resolution No. 2020-39, the Town Council adopted the Fiscal Year 2021 Budget (“2021 Budget”); and

WHEREAS, Town staff recommends that the Town Council increase the 2021 spending plan for the Façade Grant Program to provide additional opportunities to fund grant requests from downtown businesses; and

WHEREAS, based on Town staff's recommendation, the Town Council desires to increase the 2021 spending plan for the Façade Grant Program and to amend the 2021 Budget accordingly to ensure the budget will be in balance as required by law; and

WHEREAS, Town staff has certified that money is available in the General Fund to accommodate the additional expense in the form of unappropriated or unrestricted reserves.

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

Section 1. General Fund. Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 General Fund appropriations is increased from \$8,515,553 to \$8,530,553 for the purpose of increasing the funding in the amount of \$15,000 for the Façade Grant Program.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

Section 3. Repealer. All Resolutions, or parts thereof, in conflict with this Resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted Resolution available for inspection by the public during regular business hours.

PASSED, SIGNED, APPROVED, AND ADOPTED this 17th day of May, 2021.

TOWN OF JOHNSTOWN

BY: _____
Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 17, 2021
SUBJECT: CDOT State Highway 60 Waterline Replacement Project
ACTION PROPOSED: Approve Staff to Award Contractor
ATTACHEMENTS: 1. Bid Results
2. General Project Vicinity Map
PRESENTED BY: Marco Carani, Director of Public Works

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the construction contract for the CDOT State Highway 60 Waterline Replacement Project based on the Town's purchasing policy. The project scope involves the installation of approximately 2080 feet of 12" waterline, 1070 feet of 8" waterline to loop the Town's distribution system and 4 service transfers from the Little Thompson Water District.

The original scope of work for CDOT at the I-25 and State Highway 60 interchange required the replacement and upsizing of an existing 2" Little Thompson Water District water line with a new 6" water line. CDOT approached the Town to discuss entering into similar agreement to the previous I-25 Frontage Road 12" Water Line Project by transferring customers on the east side of I-25 to Johnstown. After discussion with all parties and in an effort to control the overall project costs, an agreement was put in place to transfer the four customers to the Town by installing a new 4" water line along the south side of State Highway 60 and installing an 8" water line to loop the Town's distribution system on the north side of State Highway 60 in order to provide an adequate level of service to the new customers. CDOT hired Jacob's Engineering to design the project and as part of the design efforts the Town requested the 4" water line be upsized to a 12" water line to accommodate future growth with the Town paying the difference in pipe size cost. For the Town upsizing cost, funds were appropriated in the approval of the FY 2021 budget and the funds available are sufficient to meet this portion of the project scope.

At the end of April 2021, the Town posted the project on Rocky Mountain E-Purchasing System to solicit bids from qualified Contractors for construction after initially reaching out to 5 local contractors and receiving limited interest. Bids were received by 2 pm on Friday May 7, 2020.

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The Town received six submittals:

Contractor	Total Bid Cost	Town Upsizing Cost
Stone and Concrete	\$471,793.00	\$68,640.00
Gopher Excavation Inc.	\$595,717.00	\$47,510.00
DeFalco Construction Co.	\$631,265.00	\$15,000.00
Colorado Civil Infrastructure, Inc.	\$665,215.00	\$58,500.00
Elevated Excavating, Inc.	\$725,647.00	\$72,050.00
All Star Environmental Services Inc.	\$770,285.50	\$31,200.00

The bids were reviewed independently by Johnstown Public Works, Jacobs Engineering, Muller Engineering Company and CDOT. The apparent low bidder, Stone and Concrete, provided references for jobs that consisted of individual site construction versus municipal infrastructure construction and did not have projects with CDOT experience or comparable scope and cost. The second low bidder, Gopher Excavation Inc., provided references for projects with CDOT experience as well as comparable scope and cost however past experience with the Contractor resulted in exceeding the Contract Time significantly. The third low bidder, DeFalco Construction Co., provided references for projects with CDOT experience as well as comparable scope and cost and committed to signing the Contract within 48 hours of issuing the Notice of Award in order to expedite and complete the Construction Schedule required by CDOT. The fourth, fifth and sixth lowest bidders did not provide references for comparison.

Staff is recommending awarding the CDOT State Highway 60 Waterline Replacement Project to third lowest bidder, DeFalco Construction Co., based on the information provided and past experience with the other Bid Contractors. The Town appropriated \$425,000 in the 2021 budget based on initial cost estimates for the project. Staff is requesting a budget amendment in the amount of \$206,265.00 for a total project cost not to exceed \$631,265.00. Funds were approved for this project based on a revenue in, expenditure out basis due to the cost reimbursement component from CDOT. With the anticipated reimbursement, this additional expenditure will have a net-zero ending fund balance change within the Water Fund for FY 2021.

LEGAL ADVICE:

Contract is in the review process due to expedited timeline for award.

FINANCIAL ADVICE:

A budget amendment and appropriation will be necessary in the amount of \$206,265.00 for a total project not to exceed \$631,265.00. CDOT will reimburse the Total Bid Cost minus the Bid Alternate for a final amount of \$616,265.00 and the Town paying for the Town Upsizing Cost (Bid Alternative – \$15,000).

RECOMMENDED ACTION: Staff recommends awarding the construction contract for the CDOT State Highway 60 Waterline Replacement Project to DeFalco Construction Co. for a total amount not to exceed \$631,265.00.

SUGGESTED MOTIONS:

For Approval: I move that Council awards the construction contract for the CDOT State Highway 60 Waterline Replacement Project to DeFalco Construction Co. as presented for a total amount not to exceed \$631,265.00.

For Denial: I move that Council denies awarding of the construction contract and direct Staff to pursue alternative methods.

Reviewed and Approved for Presentation,



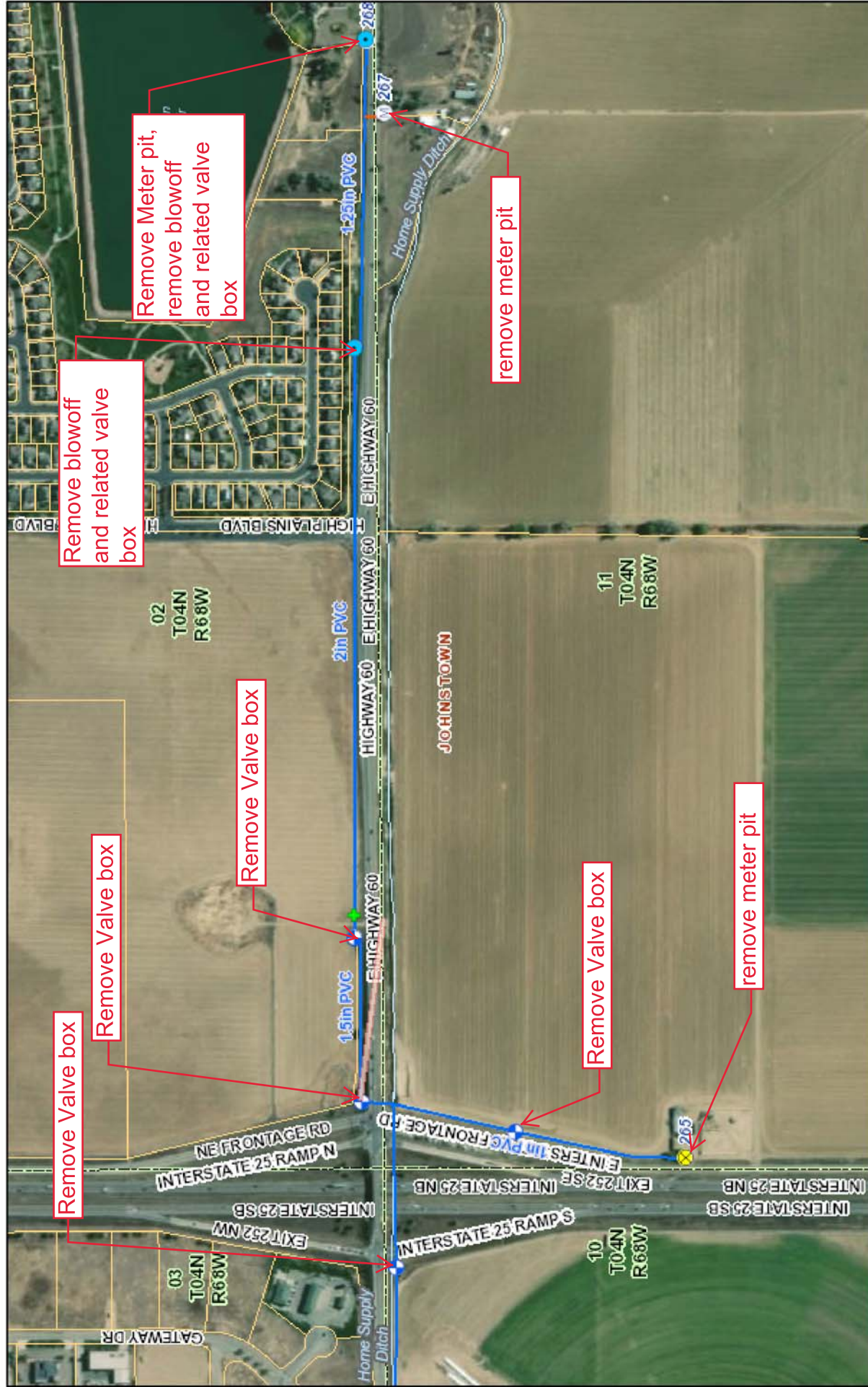
Town Manager

CDOT Waterline Replacement - Bid Results

5/7/2021

Contractor	Bid	Bid Alt (Upsizing Cost)	Bid Form	Bid Bond
Stone and Concrete	\$ 471,793.00	\$ 68,640.00	X	X
Gopher Excavation Inc.	\$ 595,717.00	\$ 47,510.00	X	X
Colorado Civil Infrastructure, Inc.	\$ 665,215.00	\$ 58,500.00	X	X
DeFalco Construction Co.	\$ 631,265.00	\$ 15,000.00	X	X
Elevated Excavating, Inc.	\$ 725,647.00	\$ 72,050.00	X	X

ArcGIS Web Map



9/8/2020, 4:24:19 PM

1:9,028

- City Names
- District Counties
- District Boundary
- Water Main Abandoned
- Water Main
- Casing
- Network Structure
- Service Line
- Test Station
- PRV

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

Exhibit A, Part II - Page 4 of 7

Item #9.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	May 17, 2021
SUBJECT:	CMaR (Construction Manager at Risk) Services Low Point Treatment Plant Expansion
ACTION PROPOSED:	Consider Approval of Moltz Construction for the CMaR Contractor Selection:
ATTACHMENTS:	1. Services Contract 2. Moltz Construction Bid 3. Hydro Construction Bid 4. Fischer Construction Bid
PRESENTED BY:	Marco Carani, Public Works Director

AGENDA ITEM DESCRIPTION:

Enclosed for Council's review and consideration is a request to:

1. Approve selection of Moltz Construction as the CMaR Contractor to assist the Town and Aqua Engineering on value engineering for the Low Point Wastewater Treatment Plant (WWTP) Expansion Project design.
2. Authorize the Town Manager to sign a CMaR Services Contract for Pre-Construction Phase CMaR Services with Moltz Construction.

As Council may recall, Aqua Engineering was hired by the Town in April 2020, to start design of the Low Point WWTP Expansion project due to the rapid growth in the area and to ensure compliance with the State Discharge Permit. An estimated project cost of \$15,000,000 was budgeted for this project. On April 5, 2021 a request for the purchase of equipment for the Low Point project in the amount of \$3,085,251, with this request \$11,865,189 remains for construction. Design is at the point where engaging with a CMaR Contractor to help with value engineer the design can provide benefit for the project and establish a proposed final GMP (Guaranteed Maximum Price). We developed a list of three (3) potential firms that have appropriate experience in wastewater treatment plant construction. The bid was by invitation only based on their qualifications

Bid are as follows:

Moltz Construction	\$49,560.00
Fischer Construction	\$16,158.00

The Community That Cares

www.TownofJohnstown.com

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

Hydro Construction

\$20,900.00

All three of the pre-qualified bidders submitted bids for the CMaR. After review of bids, staff narrowed it down to two bidders. Town staff along with Aqua Engineering and Ramey Environmental Compliance interviewed the two most qualified bidders based on the proposals and are recommending an award to Moltz Construction. While Moltz Construction has come in slightly higher than the other two bidders, there are reasons supporting this recommendation. First, the main reason for the higher cost was due to the amount of hours quoted for the project. Their hourly cost was lower, but in their bid, they committed more hours to the value engineering component. Staff feels the number of hours is higher than what is necessary for the value engineering and we should be able to control this cost effectively.

Hours and hourly rate are as follows:

Moltz Construction	644 hours – \$76.96 per hour
Fischer Construction	140 hours – \$115.42 per hour
Hydro Construction	250 hours – \$83.60 per hour

Another factor in the decision to recommend Moltz is their experience on these types of projects – specifically based on the size of the project. Finally, their preliminary cost estimate to perform the construction, the availability of workforce to perform the work in house was extremely attractive, and their profit and overhead margin was the lowest at 6.5%.

Based on the proposals, the information provide in this TAC, supportive reference checks, and the interviews, the selection team felt that Moltz Construction was the most appropriate choice and will provide the Town the best opportunity for a successful project.

LEGAL ADVICE:

The Services Contract was drafted by the Town Attorney.

FINANCIAL ADVICE:

In FY 2021, \$15,000,000 was budgeted and approved for this project.

RECOMMENDED ACTION: Staff recommends awarding the CMaR contract to Moltz Construction as presented.

SUGGESTED MOTIONS:

The Community That Cares

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

For Approval: I move to award a Contract for the CMaR to Moltz Engineering as presented in the amount not to exceed \$49,560.00 and authorize the Town Manager to sign the contract between the Town and Moltz Construction.

For Denial: I move that we deny awarding a contract and solicit more bids for this project.

Reviewed and Approved for Presentation:

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

Town Manager

SERVICES CONTRACT

This Services Contract (“Contract”) is made and entered into on this ____ day of May, 2021 (“Effective Date”), by and between the **Town of Johnstown, Colorado**, a Colorado home rule municipal corporation (“Town”), and **Moltz Construction.**, a Colorado corporation (“Contractor”) (collectively, “parties”).

Whereas, the parties desire to contract with one another to complete the following project: **CMAR Services for the Low Point Expansion Project** (“Project”).

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. Contractor shall perform the services set forth on Exhibit A, attached hereto and incorporated herein by reference (“Services”). Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The Town reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

2. Price. The Town shall pay Contractor a sum not to exceed **\$49,560.00**. The Town shall make payment within thirty (30) days of receipt and approval of monthly invoices, which invoices shall identify the specific Services performed for which payment is requested.

3. Term. This Contract shall be effective from the Effective Date through May 18, 2021. This Contract may be extended or renewed by written agreement of the parties.

4. Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Johnstown Home Rule Charter and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.

5. Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor’s compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers’ compensation, or other taxes or benefits. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

6. Insurance Requirements.

a. Policies. Contractor and its subcontractors, if any, shall procure and keep in

force during the duration of this Contract the following insurance policies and shall provide the Town with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured with minimum combined single limits of \$2,000,000 each occurrence and \$4,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate of \$2,000,000. (Note: *This policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other professional.*)

(iv) Workers' compensation insurance in the minimum amount required by law and all other insurance required by any applicable law.

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

7. Data Security. Pursuant to C.R.S. §24-73-101, *et seq.*, Contractor shall destroy all paper and electronic documents containing personal identifying information within six months of termination of this agreement, unless otherwise required under the law. If other laws are applicable, such information will be securely destroyed to protect personal identifying information. Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of

the personal identifying information disclosed or maintained and that is reasonably designed to help protect the information from unauthorized access, use, modification, disclosure, or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8. Indemnification. Contractor agrees to indemnify and hold harmless the Town, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of Contractor or any subcontractor of Contractor, or any officer, employee, or agent of Contractor or any subcontractor, or any other person for whom Contractor is responsible. Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. Contractor shall notify the Town and provide a copy of any and all written claims or demands within two (2) business days of receipt. Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the negligent or willful act, omission, or other fault of the Town. This paragraph shall survive the termination or expiration of this Contract.

9. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

10. Colorado Open Record Act. Contractor recognizes that the Town is subject to section C.R.S. § 24-72-201 *et seq.* If Contractor objects to the disclosure of any information in Contractor's statement of work or Exhibit A, Contractor must provide a detailed written statement containing: a) the exact pages, paragraphs, or charts Contractor believes should be withheld; and b) the specific legal basis for that position. Please note that Contractor's objection will be considered, but is not binding on the Town. The Town is required to make a determination under the Colorado Open Records Act, and may only withhold documents that are confidential under the law.

11. Compliance with Applicable Laws.

a. Generally. Contractor shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town. Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all

employees who are newly hired for employment to perform work under this Contract. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (i) notify the subcontractor and Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If Contractor violates this paragraph, the Town may terminate this Contract for default in accordance with "Termination" below. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town.

12. Termination.

a. Without Cause. Either party may terminate this Contract with or without cause upon thirty (30) days prior written notice to the other. The Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform the terms of this Contract, the non-defaulting party may provide ten (10) days written notice to the defaulting party and an opportunity to cure. If the defaulting party does not cure, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits; provided, however, that Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any default under this Contract, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

13. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the Town:

Marco Carani
 Town of Johnstown
 450 Parish Avenue
 Johnstown, CO 80534
 Email: mcarani@townofjohnstown.com

To Contractor:

Eric Moltz
 Moltz Construction
 975 Merchant Court
 Windsor, CO 80550

14. Special Provisions. In addition to the Services set forth on Exhibit A, Contractor shall comply with and satisfy all obligations related to the preconstruction phase of the Project as described in Section 1 of the Town's Request for Proposals dated April 2021 ("RFP"), attached hereto and incorporated herein by reference as Exhibit B, except that Contractor and the Town shall only be required to hold bi-weekly preliminary design meetings. To the extent of a conflict between the RFP and the Contract, the Contract shall control.

15. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

16. Mediation. In the event of any dispute arising under this Contract, except in the case of injunctive relief, the parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

17. Miscellaneous. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. Contractor shall not assign this Contract without the Town's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer or Weld, State of Colorado. The headings in this Contract are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Contract or any part thereof.

18. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

[Remainder of page intentionally left blank.]

Town of Johnstown, Colorado

By: _____

Title: _____

Date: _____

ATTEST:

Diana Seele, Town Clerk_____
Date**Moltz Construction, Inc.**

By: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was signed by _____ on behalf of the Moltz Construction, Inc. and
 acknowledged before me this ____ day of _____, 2021.

S E A L

Notary's official signature_____
Commission expiration date

Scope of Work – Is attached as Exhibit A
Low Point Expansion Project, Inc.

**EXHIBIT A
CONSTRUCTION MANAGER AT RISK
CMAR DESIGN PHASE SERVICES**

**TOWN OF JOHNSTOWN
LOW POINT WASTEWATER TREATMENT PLANT EXPANSION PROJECT**

1. SCOPE OF SERVICES

1.1. DESIGN PHASE SERVICES

The selected CMAR will be provided a contract for professional design phase services with the Town. That agreement will provide for specific services and compensation for project team activities other than construction phase services. The Design Phase services and activities are listed below, in addition to requirements included in the attached CMAR Contract.

- Participate as a member of the project team in meetings and in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components.
- Provide input and feedback regarding comparative cost of implementation of required facilities as defined by the project team.
- Provide value engineering assistance to determine options that may reduce the total construction costs of the project (for example, help determine location of proposed headworks to reduce shoring and construction costs).
- Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in the pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
- Assist and participate as a member of the project team through completion of construction documents providing a revised estimate of probable costs at approximately one or two additional intervals during completion of the drawings and specifications.
- Participate as a member of the project team in evaluating Building Code compliance issues for proposed construction. This will be a responsibility of the CMAR who shall meet the contractor licensing requirements of the Town.
- Based on a mutually agreed upon completion level of the drawings and specification (for example, 80% design), prepare a final construction project cost in the form of a guaranteed maximum price (GMP). The Town may accept the GMP and use it as a cost basis for the CMAR contract, or reject the GMP, which would terminate the design phase agreement.

2. FUTURE POTENTIAL ADDITIONAL SERVICES

2.1. CONSTRUCTION PHASE SERVICES

Upon completion of the Design Phase and at the Town's discretion, the Town and CMAR Firm may enter a separate Construction Phase CMAR contract, on a cost-plus basis with a Guaranteed Maximum Price. These services may include the following, in addition to the requirements included in the attached CMAR Contract.

- All construction management and construction services required for construction, implementation and start-up of operation of the new facilities.
- Project management and superintendent services.
- Subcontractor bid package preparation, advertisement, pre-bid meeting, bidding services, contracting, coordination, payments, and reproduction services.
- Self-performed construction work as elected after bidding processes.
- Preparing monthly payment applications.
- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- Change Order preparation, coordination, and execution.
- QA/QC, materials testing, start-up, commissioning and training of systems.
- Close-out documentation (O&M manuals, As-built drawings/documents, Warranty, Mechanics Lien release and Bonds as required).
- Project permitting.
- Maintenance of performance and payment bonds during the project execution and maintenance of the performance bond through the warranty period following substantial completion.
- Maintenance of necessary and specified insurances during the project implementation and execution.
- Other required services for project completion outlined in the CMAR contract and general/supplemental conditions.

2.2. SCOPE OF WORK BY AQUA ENGINEERING

As part of the Project Team, AQUA (and its subconsultants) will be responsible for coordinating the design, progress review(s), preparing a coordinated set of Final Design Documents, and limited construction phase engineering services. Specifically, AQUA will provide the following services as follows:

- ***Design Phase:*** Organize project kickoff meeting, subsequent design progress meetings, and produce drawings and specifications.
- Present detailed project scope, request and review CMAR's GMP, and participate in GMP negotiations as required.
- ***Construction Phase:*** Attend periodic construction progress meetings; produce bid package drawing and specification sets; review schedules, pay applications and change orders; review submittal and O&M data; perform periodic construction inspection services, recommend Substantial and Final completion; other related duties to support the contract between the CMAR and the Town.

3. PROJECT SCHEDULE AND KEY DATES

The project schedule is generally outlined in the table below. It is anticipated that design work, equipment and material procurement and construction work may proceed in phases. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is

selected and a design phase agreement is executed with the Town. Key dates are summarized in the table below.

Activity	Date
Design Phase CMAR Selection/Board Approval	May 17, 2021
Design Completion / Submit Final GMP	August 2021
Construction Start	September 2021
Project Substantial Completion	November 2022
Project Final Completion	December 2022

4. CMAR DESIGN PHASE SERVICES FEE

The CMAR design phase services will be complete on a Time and Materials basis for a maximum-not-to-exceed fee of **\$49,560.00** at the following hourly rates:

Title/Role	Burdened Hourly Rate
Senior Project Manager	\$85.00
Lead Estimator	\$80.00
Preconstruction Lead	\$75.00
Project Manager	\$70.00
Estimator	\$65.00

The above fee is inclusive of incidentals and other indirect costs. Town reserves the right to utilize any portion of the design services fee. The Moltz "Pre-Construction Services" fee sheet is attached for reference.



Pre-Construction Services

			MCI PERSONNEL		Jon Tucker		Blake Evans		Samantha Loney		Bryan Geha		Estimators	
			TITLE		Senior Project Manager		Lead Estimator		Pre-Construction Lead		Project Manager		Estimators	
			RATE		\$85.00		\$80.00		\$75.00		\$70.00		\$65.00	
Task NO.	Pre- Construction Task Description	Task Quantity	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total Hours	Total Cost
1	Project Design Meetings	10 ea @ 2 hrs	20	\$ 1,700.00	0	\$ -	20	\$ 1,500.00	20	\$ 1,400.00	0	\$ -	60	\$ 4,600.00
2	60% Estimate, Constructability, Value and Phasing Review	1 ls	40	\$ 3,400.00	60	\$ 4,800.00	20	\$ 1,500.00	20	\$ 1,400.00	60	\$ 3,900.00	200	\$ 15,000.00
3	90%/GMP Estimate, Constructability, Value and Phasing Review	1 ls	40	\$ 3,400.00	90	\$ 7,200.00	20	\$ 1,500.00	20	\$ 1,400.00	90	\$ 5,850.00	260	\$ 19,350.00
4	CPM Construction and Procurement Schedule	1 ls	10	\$ 850.00	0	\$ -	10	\$ 750.00	40	\$ 2,800.00	0	\$ -	60	\$ 4,400.00
5	GMP Workshops (Budget, Risk, Alternatives, Subcontractor Review)	4 ea @ 4 hrs	16	\$ 1,360.00	16	\$ 1,280.00	16	\$ 1,200.00	16	\$ 1,120.00	0	\$ -	64	\$ 4,960.00
	LABOR SUBTOTAL (HRS / COST)		126	\$ 10,710.00	166	\$ 13,280.00	86	\$ 6,450.00	116	\$ 8,120.00	150	\$ 9,750.00	644	\$ 48,310.00

Note: Hourly rate in table includes burden

EXPENSES	
Reproduction	\$ 1,250.00
EXPENSES SUBTOTAL	\$ 1,250.00

TOTAL PRE-CONSTRUCTION SERVICES ESTIMATE	\$ 49,560.00
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Please note the scope of preconstruction services in the RFP is less than the above table. If the scope in the RFP is what is wanted Moltz will use these rates to reduce overall preconstruction price. As a team we can also refine a scope of services somewhere in the middle.

Potholing can also be added if the team sees value in doing this during preconstruction.

EXHIBIT B
Request for Proposals

**CONSTRUCTION MANAGER AT RISK
REQUEST FOR PROPOSAL (RFP)**

**TOWN OF JOHNSTOWN
LOW POINT WASTEWATER TREATMENT PLANT EXPANSION PROJECT
CMAR DESIGN PHASE SERVICES**

1. INTRODUCTION

The Town of Johnstown (Town) is requesting proposals (RFP) from Construction Manager at Risk (CMAR) firms to provide design phase and potentially construction phase services for the Low Point Wastewater Treatment Plant (WWTP) Expansion Project (Project) design phase services.

The Town is currently in the 30% design phase of a WWTP expansion project. The existing WWTP is a Sequencing Batch Reactor (SBR) rated for 0.5 mgd. The facility will be expanded to 1.5 mgd with an activated sludge Membrane Bioreactor (MBR) treatment system achieving Biological Nutrient Removal (BNR).

Design phase CMAR services would commence immediately following notice of award and completed in Fall 2021. Assuming the Town and the selected design phase CMAR firm reach agreement on a Guaranteed Maximum Price (GMP) and associated Contract Terms with the selected design phase CMAR firm, the Town will proceed with the CMAR firm to construction of the proposed improvements. Construction is desired to begin immediately following the design phase in late 2021, with a desired Substantial Completion of the project by December 31, 2022.

2. PROJECT SUMMARY

The Town is experiencing rapid growth and needs additional treatment capacity at the Low Point WWTP; and is thus proceeding with a facility expansion and upgrade project. The Project is summarized below:

- Facility expansion from 0.5 mgd to 1.5 mgd.
- Retrofit the existing SBR activated sludge process to a membrane bioreactor (MBR) activated sludge process with advanced nutrient control provisions. The MBR technology supplier will be Suez.
- New influent pump station using a self-cleaning (trench style) wet well and submersible pumps.
- New headworks building with drum screens (Huber Rotomat), grit removal (Hydro International) and appurtenant equipment (sampler, monorail, garage door).
- New equalization basin (after the headworks) with a submersible pump station
- SBR to MBR basins retrofit and expansion:
 - Clean existing basins
 - Additional treatment train, configured as anaerobic, anoxic, aerobic
 - Replace air diffusers and piping modifications
 - Install baffle walls for anaerobic, anoxic and aerobic basins
 - Install mixers, process return flow piping

- New MBR Building:
 - Concrete MBR basins and membrane modules (Suez)
 - In-Line UV Disinfection (Trojan)
 - Install appurtenant pumps, tanks, chemical feed equipment
 - Construct electrical room/equipment
 - Appurtenant equipment (monorail, garage door)
- Blower Building Improvements:
 - Replace process and aerated sludge holding blowers with larger capacity units (Aerzen).
 - New MBR air scour blowers.
 - Update the existing electrical room.
- New Aerated Sludge Holding Basin
 - Concrete tank beneath MBR process room
 - Install diffusers.
- New Biosolids Dewatering system:
 - Retrofit the existing headworks to a sludge dewatering building.
 - Demolish existing headworks equipment and concrete channels.
 - Install fan press (Fournier) dewatering equipment and appurtenant equipment.
- Electrical and Controls
 - New Electrical service
 - Associated electrical, instrumentation, and controls, including new back-up generator.
- Project Construction Budget
 - The Project is currently planned to be funded by Town reserves and a Municipal bond.
 - There is potential that alternative funding sources for the Project may become available through the future Federal Infrastructure Bill. Town may pursue these funding sources and as a result be required to publicly bid the construction services for the Project. Respondents to this RFP are made aware that the CMAR selection, construction schedule, funding, and other services may be revised per the outcomes of the Infrastructure Bill.
 - Contractor will work with design team to value engineer costs to meet the Town's budget.

3. GENERAL INSTRUCTIONS

The selected CMAR will become a member of the Town's Project Team, which will consist of the selected CMAR Firm, Contract Operations (Ramey Environmental), Professional Engineer (AQUA Engineering), and Town's staff. The selected CMAR Firm will provide design phase consulting services to assist the Town and AQUA Engineering in developing a final guaranteed maximum price (GMP) and project schedule. Upon completion of design phase services, and if an agreement is reached between the CMAR and Town on the

GMP and Schedule, the selected CMAR Firm will be contracted to provide construction phase services. Refer to this RFP's attachments for additional details about the design and key project elements.

3.1. QUALIFICATIONS

CMAR firms have been pre-qualified and transmitted this RFP directly.

3.2. PRE-BID MEETING AND SUBMITTAL DEADLINE REQUIREMENTS

A mandatory pre-bid meeting will be held on March 17, 2021 starting at 8:30 a.m. All attendees shall meet at the Low Point WWTP where the RFP will be reviewed, followed by a facility walkthrough.

Within 24 hours following the Pre-bid meeting, bidders shall submit a letter of commitment or other written form (i.e. email) stating their intent to propose for these services. It is the Town's goal to have a minimum of three competitive proposals.

Proposals for the Town of Johnstown Low Point WWTP Expansion Project, Design Phase Services must be received by the Town and AQUA Engineering by the proposal deadline of **2:00 p.m. on April 2, 2021**. Proposals received after this time will not be accepted. Due to COVID-19, Town Representatives shall receive one (1) electronic (PDF) copy of the submittal by the deadline.

Proposal submittals are to be marked "[CMAR Firm Name] Proposal – Johnstown Low Point WWTP CMAR".

Two (2) hardcopies of proposals shall be delivered to each of the Town Representatives within 3 business days following the final proposal deadline.

Town Representative information is included below:

Town/Owner

Marco Carani, Director of Public Works
Town of Johnstown
mcarani@townofjohnstown.com
450 S Parish Ave
Johnstown, Colorado 80534

Engineer

Craig Matsuda, PE Project Manager
AQUA Engineering
craig.matsuda@aquaeng.com
5325 S. Valentia Way
Greenwood, Colorado 80111

To ensure successful delivery of proposals, emailed PDF documents shall not exceed 10 MB. Emailed links for larger files to Dropbox or other file transfer sites are acceptable.

3.3. QUESTIONS AND CONTACT INFORMATION

All questions relating to this RFP shall be directed to Craig Matsuda, P.E. in writing via email at craig.matsuda@aquaeng.com.

4. SCOPE OF SERVICES

4.1. DESIGN PHASE SERVICES

The selected CMAR will be provided a contract for professional design phase services with the Town. That agreement will provide for specific services and compensation for project team activities other than construction phase services. The proposed Design Phase services and activities are listed below, in addition to requirements included in the attached sample CMAR Contract.

- Participate as a member of the project team in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components.
- Provide input and feedback regarding comparative cost of implementation of required facilities as defined by the project team.
- Provide value engineering assistance to determine options that may reduce the total construction costs of the project (for example, help determine if locating the proposed headworks on top of the proposed equalization basin will reduce total costs).
- Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in the pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
- Assist and participate as a member of the project team through completion of construction documents providing a revised estimate of probable costs at approximately one or two additional intervals during completion of the drawings and specifications.
- Participate as a member of the project team in evaluating Building Code compliance issues for proposed construction. This will be a responsibility of the CMAR who shall meet the contractor licensing requirements of the Town.
- Based on a mutually agreed upon completion level of the drawings and specification (for example, 80% design), prepare a final construction project cost in the form of a guaranteed maximum price (GMP). The Town may accept the GMP and use it as a cost basis for the CMAR contract, or reject the GMP, which would terminate the design phase agreement.

5. FUTURE POTENTIAL ADDITIONAL SERVICES

5.1. CONSTRUCTION PHASE SERVICES

Upon completion of the Design Phase and at the Town's discretion, the Town and CMAR Firm may enter a separate Construction Phase CMAR contract, on a cost-plus basis with a Guaranteed Maximum Price. These services may include the following, in addition to the requirements included in the attached CMAR Contract.

- All construction management and construction services required for construction, implementation and start-up of operation of the new facilities.
- Project management and superintendent services.
- Subcontractor bid package preparation, advertisement, pre-bid meeting, bidding services, contracting, coordination, payments, and reproduction services.
- Self-performed construction work as elected after bidding processes.
- Preparing monthly payment applications.
- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- Change Order preparation, coordination, and execution.
- QA/QC, materials testing, start-up, commissioning and training of systems.

- Close-out documentation (O&M manuals, As-built drawings/documents, Warranty, Mechanics Lien release and Bonds as required).
- Project permitting.
- Maintenance of performance and payment bonds during the project execution and maintenance of the performance bond through the warranty period following substantial completion.
- Maintenance of necessary and specified insurances during the project implementation and execution.
- Other required services for project completion outlined in the CMAR contract and general/supplemental conditions.

5.2. **SCOPE OF WORK BY AQUA ENGINEERING**

As part of the Project Team, AQUA (and its subconsultants) will be responsible for coordinating the design, progress review(s), preparing a coordinated set of Final Design Documents, and limited construction phase engineering services. Specifically, AQUA will provide the following services as follows:

- **Design Phase:** Organize project kickoff meeting, subsequent design progress meetings, and produce progress drawings and specifications.
- Present detailed project scope, request and review CMAR's GMP, and participate in GMP negotiations as required.
- **Construction Phase:** Attend periodic construction progress meetings; produce bid package drawing and specification sets; review schedules, pay applications and change orders; review submittal and O&M data; perform periodic construction inspection services, recommend Substantial and Final completion; other related duties to support the contract between the CMAR and the Town.

6. **PROJECT SCHEDULE AND KEY DATES**

The preliminary project schedule is generally outlined in the table below. It is anticipated that design work, equipment and material procurement and construction work may proceed in phases. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is selected and a design phase agreement is executed with the Town. Key dates are summarized in the table below.

Activity	Date
RFP Release Date	March 12, 2021
Pre-Proposal Meeting (8:30 a.m.)	March 17, 2021
Final Written Questions (3 p.m.)	March 26, 2021
Proposal Due (2 p.m.)	April 2, 2021
Anticipated Design Phase CMAR Award	April 16, 2021
Design Completion / Submit Final GMP	August 2021
Construction Start	September 2021
Project Substantial Completion	November 2022
Project Final Completion	December 2022

7. CONDITIONS OF PROPOSAL

1. All proposing firms shall comply with the conditions and requirements of this RFP.
2. The proposal must be signed by an authorized official of the proposing firm.
3. Pricing in proposals must be valid for (90) days after the proposal due date.
4. The Town reserves the right to reject any and all proposals or any part thereof. This right further allows the Town to award the proposal to the most responsive and best qualified proposing firm as deemed in the Town's best interest.
5. All costs, including travel, incurred to prepare proposals shall be borne solely by the proposing firm.
6. The Town reserves the right to negotiate a final scope of supply and services and terms with the selected CMAR that may vary from those included in this RFP.
7. The Town will not return proposals or other information supplied from proposing firms.
8. The Town may extend invitations to interview selected firms during the selection process.
9. The selected CMAR firm will be required to enter a CMAR Contract with the Town for design phase Professional Services. Selected CMAR will also be required, if Town chooses, to enter a separate Construction Services agreement. A sample copy of a CMAR construction phase agreement is included as an attachment to this RFP. Submitting CMARs are required to review this agreement and shall indicate their willingness to execute this Contract. The Town will consider other forms of agreement or requests to modify the Contract language only if such requests are presented with your proposal.
10. Proposals shall follow the format prescribed below and will be evaluated by AQUA and the Town.

8. PROPOSAL FORMAT AND CONTENT

Proposals shall be concise and complete; and will exhibit the CMAR's understanding of the project, including identification of methods and resources to be used for completion of the CMAR services. Each proposal shall be bound and organized using dividing tabs labeled per the tab list below. Supplemental information, as necessary, can be included in an appendix, located after the tabbed sections; please limit supplemental information to only relevant material as it pertains to the CMAR's *related* experience and qualifications. The proposals shall include demonstration of personnel and professional qualifications together with proposed basis of pricing of all services to be provided by the firm.

Page Count: Maximum 20 pages (double sided – 40 total; excluding covers, index, divider pages and resumes)

TAB A: Cover Letter

Provide proposal introduction and the following:

- legal name of firm and any previous names of firm in last 10 years, and date established
- contact person for this proposal, title, phone number, e-mail address, fax number, street and mailing addresses

TAB B: Project Approach and Detailed Scope of Work:

Describe your proposed Project Approach, addressing:

1. Suggested bid packages, construction sequences, means and methods
2. Value engineering ideas
3. Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting or construction issues
4. Uninterrupted operation of existing treatment system during construction
5. Partnering
6. Coordination with operational staff
7. Method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds.
8. Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.

As part of the Project Approach, provide your opinion of the most cost-effective headworks and equalization basin arrangement (see attachments for concept plans of the two alternatives). The two arrangements include: 1) constructing the headworks on top of the equalization basin, and 2) constructing the headworks on its own foundation and constructing a separate equalization basin. Detail your approach to construction of either arrangement and provide your recommended alternative.

TAB C: Cost Proposal:

As part of the CMAR Construction Phase Contract negotiations the scope of the work and GMP will be established. The project is being funded by Town reserves and a Municipal bond. It is the Town's intention to minimize the final cost to complete project. Any savings will be accrued to the Town.

- Design Phase Services:

Provide hourly rates for the proposed key project staff from your firm (and subcontractors if necessary) for assistance to the project design team during the design phase of a project. Present these rates in a unit pricing format for each of the CMAR's representatives, staff members, and/or subcontractors that are proposed to participate as members of the project team in the design phase activities.

Provide a total design phase budget based on the following:

1. Project team conferences: 10 virtual conferences (Teams, Zoom, or equal), 2-hours each
2. In-house project estimating and other design phase services: 120 hours
3. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.

- Preliminary GMP:

Provide a preliminary GMP for the Low Point WWTP Expansion Project in the format proposed for use in the project if awarded the construction contract. Discuss how the GMP will be determined for construction phase of the project. In addition, included in or as a supplement to the preliminary GMP; provide the following:

1. Itemized unit labor cost for personnel on the CMAR's staff expected to be involved in the project; i.e., cost per hour by job title or labor classification. Itemize for each labor category the unit payroll cost and the direct labor overhead cost applicable to each labor hour charged.

2. Provide the factor, percentage or lump sum, or other manner of pricing of the CMAR's general overhead required to be compensated during the construction phase.
3. Provide a detailed description and manner of determination of the CMAR's fee and/or profit factor desired to be attained and priced in the GMP.
4. Describe your approach to developing a cost to complete this project. How will this affect your firm's design input?
5. Describe contingency, how it is managed, and use of contingency.
6. Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.
7. Provide an itemization, if any, of CMAR's overhead, fee, and/or profit to be applied to both materials and subcontractor costs incorporated into the project.
8. Provide an itemization of the CMAR's proposed equipment and temporary facilities to be used and/or installed at the project site together with applicable unit pricing proposed for compensation throughout the project. Examples include company owned vehicles, field office, storage facilities, toilet(s), dumpster(s)/ debris disposal. Include any project specific operation and maintenance costs (communication services/equipment, employee accommodations. When describing equipment, address owned, leased or rented equipment. Include a description and example of the way a "small tool allowance" and expendable tools and parts will be compensated.
9. Describe the approach, general facilities, and basis of compensation for construction and maintenance of a temporary power system during construction.
10. Describe any additional cost elements or factors applied to project labor, materials, equipment or subcontractor's costs to determine the GMP.
11. Itemize and describe the rates and/or other cost factors in providing comprehensive general liability, auto liability, and builders risk insurance during the construction period.
12. Describe and itemize the rate applicable to this project which will be utilized to determine the payment and performance bond premiums for the project.
13. Itemize those factors involved in change orders, contract modifications order and/or adjustments to the GMP including supervision allowance (i.e., percentage of direct labor hours, cost or other approach), labor and material markups and overhead and profit percentages if they are different than the factors used in determining the initial GMP.

Proposals **MUST** submit the above requested information.

The selected firm is expected and required to have a completely open book policy on all pricing of work.

TAB D: Project Schedule:

- Provide a proposed project schedule, including major activities for each task for design phase, GMP preparation and review, Bid packages preparation, bidding and award, equipment procurement, construction, programming, testing and startup. Identify critical path elements of the project in the schedule.

TAB E: Project Team: Resource Commitment, Capabilities and Experience:General

- Provide a detailed response to the qualification requirements outlined in Section 3.1 above.
- Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work. Describe recent experience, completed in the last five years, by the firm, highlighting any partnering or CM experience, including experience of key staff with similar owner/engineer/construction manager teams.

Staff

It is expected that the CMAR's key personnel assigned to the project will remain fixed throughout the design and construction phase of the project, unless mutually acceptable arrangements are made otherwise.

- Submit the following information regarding staff that will be dedicated to the project:
 - Job descriptions of key positions (i.e. project manager, project superintendent(s)
 - Onsite project manager
 - Project engineer
 - Cost estimator
 - Others as appropriate).
- Names and experience and qualifications of individuals proposed to fill key positions.

Safety

- Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.
- Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

Subcontractors

- List subcontractors that you have working relationships with that might be used on this project.

Construction Sequencing and Scheduling

- Describe the scheduling software firm typically uses for sequencing tasks and scheduling subcontractors, materials and equipment. The Town will require that an industry recognized software (e.g. - Microsoft Project, Primavera P6 or other equivalent) is used to develop and manage the project schedule; fully baselined, critical path shown and float managed.
- Describe the way in which firm develops and maintains project schedules for projects of this size and nature.
- Describe process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.
- Describe process and software for managing short term duration schedule (i.e. two or three week look ahead schedules)

- Submit an example of a total and short-term project schedule for a similar sized project.

Quality Assurance/Quality Control

- Provide details on firm's quality control program. Explain how firm administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.
- Provide examples of when firm exceeded quality standards, gained industry recognition or received quality awards.

Financial Statement

- Short listed firms may be required to submit a financial statement upon request.

Banking Reference

- Provide the name, address and phone number of the firm's banking reference.

Bonding Company/ Insurance Company and Information

- Provide the name, address and phone number of the firm's bonding agent.
- Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.
- Provide the name, address and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Confirm that coverage can be extended for work on this project. Town and Engineer shall be listed as an additional insured. Note any current claims that will affect coverage limits available to the Town for this project.

TAB F: References:

- Provide three (3) client references (project name, contact person and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to complete the proposed project successfully.

9. EVALUATION CRITERIA

CMAR firms will be evaluated on the following qualification criteria.

1. Scope of Proposal

Does the proposal show an understanding of the scope of the project and methodology to be used in the design and construction phases to achieve desired results for the project?

2. Assigned Project Team

Does the proposed team have the necessary skills and experience to fulfill the requirements of the project? Is the key staff available to do the work?

3. Safety Record

OSHA Illness/Injury Rate, OSHA Lost Workday Incidence Rate and Workman's Comp Experience Modification Rate Insurance multiplier.

4. Firm Experience

Has the firm provided CMAR services on projects similar in scope to this project? Was this work of a high quality in nature? Does the firm have experience, equipment, manpower and finances to complete the work?

5. Design Phase Cost

Are the proposed design cost rates reasonable and competitive?

6. Construction Cost

Do the proposed construction cost factors compare favorably with industry standards and other firms' construction cost factors?

7. CMAR and Construction Performance / References

Do the referenced projects reflect favorably in respect to completion within the contract schedule, cost, and number of change orders and claims? The Town will check references for overall performance, timetable, completeness, budget and job knowledge of selected projects/references.

8. Schedule

How quickly can the firm dedicate resources to complete the work? Ability to meet desired schedule is very important.

The Town intends to interview one or more proposal respondents.

END CMAR RFP INSTRUCTIONS**Attachments to this RFP:**

1. Example CMAR Agreement, General Conditions, and Supplementary Conditions
2. Pre-Selected equipment proposals
3. Pre-Selected equipment cost summary
4. Site photos
5. As-Built Drawings
6. Preliminary Site Plan
7. Preliminary Process Flow Diagram
8. Preliminary Process and Instrumentation Diagram
9. Headworks concept plan (with EQ under headworks)
10. Headworks optional layout plan (separate EQ)
11. Site Application and Engineering Report (includes geotechnical report and other project background information that will inform CMAR proposals)



Pre-Construction Services

 Moltz Construction, Inc.		MCI PERSONNEL		Jon Tucker		Blake Evans		Samantha Loney		Bryan Geha		Estimators		
		TITLE		Senior Project Manager		Lead Estimator		Pre-Construction Lead		Project Manager		Estimators		
		RATE		\$85.00		\$80.00		\$75.00		\$70.00		\$65.00		
Task NO.	Pre- Construction Task Description	Task Quantity	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Total Hours	Total Cost
1	Project Design Meetings	10 ea @ 2 hrs	20	\$ 1,700.00	0	\$ -	20	\$ 1,500.00	20	\$ 1,400.00	0	\$ -	60	\$ 4,600.00
2	60% Estimate, Constructability, Value and Phasing Review	1 ls	40	\$ 3,400.00	60	\$ 4,800.00	20	\$ 1,500.00	20	\$ 1,400.00	60	\$ 3,900.00	200	\$ 15,000.00
3	90%/GMP Estimate, Constructability, Value and Phasing Review	1 ls	40	\$ 3,400.00	90	\$ 7,200.00	20	\$ 1,500.00	20	\$ 1,400.00	90	\$ 5,850.00	260	\$ 19,350.00
4	CPM Construction and Procurement Schedule	1 ls	10	\$ 850.00	0	\$ -	10	\$ 750.00	40	\$ 2,800.00	0	\$ -	60	\$ 4,400.00
5	GMP Workshops (Budget, Risk, Alternatives, Subcontractor Review)	4 ea @ 4 hrs	16	\$ 1,360.00	16	\$ 1,280.00	16	\$ 1,200.00	16	\$ 1,120.00	0	\$ -	64	\$ 4,960.00

Note: Hourly rate in table includes burden

EXPENSES	
Reproduction	\$ 1,250.00
EXPENSES SUBTOTAL	\$ 1,250.00

TOTAL PRE-CONSTRUCTION SERVICES ESTIMATE	\$ 49,560.00
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Please note the scope of preconstruction services in the RFP is less than the above table. If the scope in the RFP is what is wanted Moltz will use these rates to reduce overall preconstruction price. As a team we can also refine a scope of services somewhere in the middle.

Potholing can also be added if the team sees value in doing this during preconstruction.

DESIGN PHASE SERVICES

As a member of the project design team, Fischer Construction, Inc. will participate in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components. We will provide input and feedback regarding comparative costs of implementation of required facilities and value engineering and innovation. We will identify appropriate subcontractors and material suppliers from a readily available list of companies with which we have established working relationships with. We will share our knowledge and experience with each company and make recommendations on suitability for the project with the entire project team. As an active participant on the team, we will assist in completion of construction documents providing a revised estimate of probable costs at approximately one or two additional intervals during completion of drawings and specifications.

We understand it will our responsibility to assist in evaluating building code compliance issues for the proposed project and to meet the contractor licensing requirements of the Town. Costs related to design services are provided in the tables below.

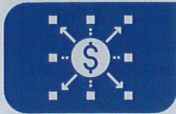
Fischer Construction, Inc. will prepare a final construction project cost in the form of a guaranteed maximum price (GMP) based on a mutually agreed upon completion level of the drawings and specification. A preliminary GMP is provided on the following page.

Hourly rates for key project staff.

Key Staff	Hourly Rate
Project Manager/Lead Estimator	\$100
Project Estimator	\$100
Superintendent	\$85
Subcontractor	\$75
Project Engineer	\$65
Assistant Project Manager	\$64
Project Administrator	\$36

Total Design Phase Budget

Task	Quantity	Cost
Team Meeting (2 hours each)	10 meetings	\$2,000.00
Project Estimating	120 hours	\$12,000.00
Site Visit (50 miles/trip)	2 trips	\$1,658.00
Project Administration		\$500.00
Total		\$16,158.00



COST PROPOSAL

DESIGN PHASE SERVICES

Design Phase Services					
Labor Classification		Burdened Rate (\$/hr)	Project Team Conferences (20 hours)	Estimating & Design Phase Services (120 hours)	Site Investigation
Project Manager	Preston Randall	\$ 85.00	20	60	10
Project Superintendent	Tom Noble	\$ 80.00	10	20	30
Project Engineer	Adam Rice	\$ 60.00	10	30	10
Administrative Coordinator	Diane Howell	\$ 45.00		10	
(1) Operator/(2) Laborers	TBD	\$ 125.00			40
			\$3,100	\$8,950	\$8,850
Preconstruction Phase Fee Total			\$20,900		

Preliminary GMP: The preliminary GMP for the Low Point WWTP Expansion Project can be found in the Appendix located at the end of this proposal.

Itemized Unit Labor	
Job Title	Burdened Rate (\$/hr)
Project Manager	\$ 85.00
Project Superintendent	\$ 80.00
Assistant Superintendent	\$ 70.00
Project Engineer	\$ 60.00
Project Foreman	\$ 65.00
Equipment Operator	\$ 55.00
Craftperson	\$ 50.00
Labor	\$ 35.00
Safety Manager	\$ 65.00
Project Coordinator	\$ 45.00



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: May 17, 2021

SUBJECT: An Intergovernmental Agreement (IGA) Approving the State Highway 34 Access Control Plan (ACP)

ACTION PROPOSED: Consider Approval of the IGA and State Highway 34 ACP As Presented

ATTACHMENTS:

1. Intergovernmental Agreement for State Highway 34 Access Control Plan
2. Highway 34 Access Control Plan with Appendices
3. Letter of Inquiry to Local Government Agencies Adopting the IGA and State Highway 34 ACP

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an Intergovernmental Agreement (IGA) to approve the Highway 34 Access Control Plan. The Access Control Plan (ACP) for Highway 34 was adopted by the local government participants and CDOT sometime around 2003. At that time, the Town of Johnstown determined that it was not in its best interests to approve the ACP, and did not participate in the IGA. Looking forward, the Town's vision to help support and work collaboratively on regional projects and regional focuses, merit consideration and inclusion into the ACP and adopting the IGA. Accordingly, the plan is presented for your review and consideration. You will note the IGA presented has a date of 2003. Discussions with CDOT representative asked that they only be provided with the signature page if the Town Council adopts the IGA/ACP.

One of the obligations requested by CDOT, was to formally inquire with each of the existing participants of the Highway 34 Access Control Plan regarding any objections related to our inclusion into the ACP. A letter, which is attached, was sent to all participants on March 22, 2021. The letter formally asks for participants to object to our inclusion into the ACP; no responses were received. Considering no objections were received and the fact that we desire to

The Community That Cares

www.TownofJohnstown.com

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

be an actively engaged regional partner, the Highway 34 ACP and corresponding IGA is presented for your consideration.

LEGAL ADVICE:

The IGA presented is the same standard document approved by the other participating agencies.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve the IGA for the State Highway 34 Access Control Plan as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve the Intergovernmental Agreement and the State Highway 34 Access Control Plan as presented.

For Denial: I move we deny the Intergovernmental Agreement for the State Highway 34 Access Control Plan as presented.

Reviewed and Approved for Presentation,



Town Manager

INTERGOVERNMENTAL AGREEMENT
AMONG
THE CITY OF EVANS, CITY OF GREELEY
TOWN OF JOHNSTOWN, TOWN OF KERSEY, COUNTY OF LARIMER,
CITY OF LOVELAND, COUNTY OF WELD, TOWN OF WINDSOR
AND
THE STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into effective as of the _____ day of _____ 2003, by and among the Cities and Towns of Loveland, Johnstown, Windsor, Greeley, Evans, and Kersey and the Counties of Larimer and Weld (hereinafter referred to collectively as the "Cities and Counties"), and the State of Colorado, Department of Transportation (hereinafter referred to as the "Department"), said parties being referred to collectively herein as the "Agencies."

RECITALS:

- A. The Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and
- B. Each Agency is authorized by Section 43-2-147(1)(a), C.R.S., to regulate access to public highways within its jurisdiction; and
- C. The coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and
- D. The Agencies desire to provide for the coordinated regulation of vehicular access for the section of SH 34 between Interstate 25 (MP 96.25) and Weld County Road 55 (MP 120.23) (hereinafter referred to as the "Segment"), which is within the jurisdiction of the Agencies; and
- E. The Agencies are authorized pursuant to Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1 (the "Access Code") to enter into a written agreement adopting and implementing a comprehensive and mutually acceptable highway Access Control Plan for the Segment for the purposes recited above; and
- F. The development of this Access Control Plan adheres to the requirements of the Access Code, Section 2.12.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. The Access Control Plan, dated February 21, 2003, for the Segment (hereinafter referred to as the "Access Control Plan") is attached hereto as Exhibit A and incorporated herein. The Access Control Plan Illustration, dated February 24, 2003, is attached hereto as Exhibit B, and is incorporated herein by this reference. The Access Control Plan Amendment Process, dated February 20, 2003 is attached hereto as Exhibit C, and is incorporated herein by this reference.
2. The Agencies shall regulate access to the Segment in compliance with the Access Control Plan, section 43-2-147, C.R.S., (the "Access Law") and the applicable sections of the Access Code. Vehicular access to the Segment shall be permitted when such access is in compliance with this Agreement, the Access Control Plan, the Access Law and the applicable sections of the Access Code. Per section 2.12 (a) of the Access Code, design waivers necessary for access design and construction within state highway right-of-way, may be approved if agreed upon by the Department.
3. Accesses that were in existence in compliance with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Control Plan, the Access Law and the Access Code, in the course of highway reconstruction, or as determined appropriate in the course of development or subdivision actions which require local jurisdiction approval. When closure, modification, or relocation of access is necessary or required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.
4. Actions taken by any Agency with regard to transportation planning, transportation facilities and traffic operations within the areas described in the Access Control Plan shall be in conformity with this Agreement. The Cities, Towns, and Counties agree to develop and adopt, to the best of each Agency's ability considering legal, financial, and protocol constraints, such ordinances, official documents, plans and maps that are necessary to fulfill their responsibilities under this Agreement.
5. Parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conforms to the provisions of this Agreement.
6. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code that becomes effective after the effective date of this Agreement and that conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement.
7. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, however, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be

contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law.

8. Should any section(s) or provision(s) of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable unless such provision that is judicially determined to be invalid or unenforceable is such an essential portion of the agreement that the remaining provisions of the agreement do not support the original intent and objectives of the parties entering into the agreement.
9. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the segment. No additional or different oral representation, promise or agreement shall be binding on any Agency. This Agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials.
10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized to sign.
11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.
12. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year first above written.

City of Loveland , Colorado

ATTEST:

Mayor, City of Loveland

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of Johnstown , Colorado

ATTEST:

Mayor, Town of Johnstown

City Clerk

APPROVED AS TO FORM:

Town Attorney

Town of Windsor, Colorado

ATTEST:

Mayor, Town of Windsor

City Clerk

APPROVED AS TO FORM:

Town Attorney

City of Greeley , Colorado

ATTEST:

Mayor, City of Greeley

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Evans , Colorado

ATTEST:

Mayor, City of Evans

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of Kersey , Colorado

ATTEST:

Mayor, Town of Kersey

City Clerk

APPROVED AS TO FORM:

Town Attorney

County of Larimer , Colorado

ATTEST:

Chairman, Board of County Commissioners,
County of Larimer

County Clerk

APPROVED AS TO FORM:

County Attorney

County of Weld , Colorado

ATTEST:

Chairman, Board of County Commissioners
County of Weld

County Clerk

APPROVED AS TO FORM:

County Attorney

State of Colorado
Department of Transportation

ATTEST:

Chief Engineer

Chief Clerk

CONCUR:

Regional Transportation Director

EXHIBIT A
(February 21, 2003)
ACCESS CONTROL PLAN
SH 34
INTERSTATE 25 TO WELD COUNTY ROAD 55
CITY OF EVANS, CITY OF GREELEY
TOWN OF JOHNSTOWN, TOWN OF KERSEY, LARIMER COUNTY,
CITY OF LOVELAND, WELD COUNTY, TOWN OF WINDSOR
AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION

I. PURPOSES

The purpose of this Access Control Plan is to provide the Cities, Towns, and Counties with a comprehensive roadway access control plan for SH 34 from the junction of Interstate 25 to the junction of Weld County Road 55 ("the segment").

II. AUTHORITY

The development of this Access Control Plan was completed pursuant to the requirements of the Access Code and adopted by the attached Agreement.

III. RESPONSIBILITIES

The costs of access improvements, closures and modifications shall be determined pursuant to section 43-2-147(6)(b) C.R.S., the Agreement, and this Access Control Plan.

All signatories are encouraged to acquire dedicated right-of-way for future interchange construction when the opportunities exist. Jurisdictions agree to reserve necessary right-of-way for future purchase toward the construction of an interchange to the extent of their legal abilities. Said right-of-way may be usable for the interim time frame for minor considerations such as excess parking, landscape, and signing, but no permanent buildings of any kind or storm water detention would be allowed within the reserved right-of-way area.

The Department's Region 4 Access Unit will be responsible for arranging meetings with the signatory jurisdictions (Access Plan Advisory Committee) at least once every six months. Jurisdictions agree to inform impacted property owners and interested developers about the Access Control Plan and any amendments that are made to the Access Control Plan.

IV. ACCESS REVISIONS

Accesses described in Section V, below, may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this Access Control Plan, when in the opinion of the Cities and Counties with Department concurrence, or in the opinion of the Department, any of the following conditions occur: a) the access is determined to be detrimental to the public's health, safety and welfare, b) the access has developed an accident history that is correctable by restricting the access, or c) the access restrictions are necessitated by a change in road or traffic conditions, or d) there is a change in the use of the property that would result in a change in the type of access operation, or e) a highway reconstruction project provides the opportunity to make highway and access improvements in support of this access control plan. Access construction shall be consistent with the design and specifications of the Access Code.

V. ACCESS LOCATIONS

The following is a description of all existing and future access points along the Segment including their current status and required changes. All access locations are defined by the approximate milepoint (in hundredths of a mile) along SH 34 to the centerline of the access as further illustrated on Exhibit B.

Access Control Plan

Individual Access Point Descriptions

The following is a description of all existing and future access points, including their current status and changes, which are included in the Access Control Plan. All locations are defined by the approximate milepost (in hundredths of a mile) along SH 34 at the centerline of the access.

- Frontage Road (MP 96.48): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the turn movements in this intersection may be restricted. Ultimately, the north access will be removed when property is re-developed and alternate access is available. The south access will be relocated into Thompson Ranch and the access to SH 34 will be closed.
- MP 96.49 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 96.55 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 96.55 (median): Existing median opening. Access will be closed immediately by the Department.
- MP 96.63 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 96.79 (south): Existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of

SH 34. Before the establishment of a public road at this location, turn lanes would be added in accordance to current Access Code standards to improve U-turn operations and safety.

- LCR 5 (MP 96.79): A future public road access on both sides of SH 34. In the interim, this access will be a signalized intersection once signal warrants are met. The new intersection shall be constructed in accordance with current Access Code standards. Ultimately, a split diamond interchange with LCR 3E requiring the west ramps to be braided with flyover ramps from the I-25/SH 34 interchange will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 96.86 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 96.99 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.08 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.27 (north): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- MP 97.28 (south): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- LCR 3E (MP 97.28): A future public road access on both sides of SH 34. The new intersection shall be constructed in accordance with current Access Code standards. In the interim, this public road will be allowed to function as a full movement signalized intersection once signal warrants are met. Ultimately, a split diamond interchange with LCR 5 will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 97.29 (south): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- MP 97.30 (north): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- MP 97.33 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.46 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.60 (south): Existing private access without median opening. Access will be removed when property re-develops.

- UP Railroad Crossing (MP 97.64): Existing at-grade railroad crossing. In the interim, this crossing will remain. Ultimately, the highway would be constructed over the railroad depending on the availability of funding and approval of the Department and UP Railroad.
- LCR 3 (MP 97.79): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the access will be modified to become a full movement, signalized intersection once signal warrants are met. In the ultimate condition, an interchange will be allowed based on the availability of funding and approval of the Department, the local authority and the UP railroad. The interchange ramps will be right-in/right-out accesses on both sides of SH 34 and will be located west of LCR 3. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 98.04 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 98.25 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 98.26 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted.
- MP 98.36 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 98.37 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 98.50 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted.
- MP 98.51 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- County Line Road (MP 98.83): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 99.03 (north): Existing private access without median opening. Access will be closed when property re-develops.
- Great Western Railroad Crossing (MP 99.09): Existing at-grade railroad crossing. In the interim, this crossing will remain. Ultimately, the highway would be constructed over the

railroad depending on the availability of funding and approval of the Department and UP Railroad.

- MP 99.18 (north): Existing private access without median opening. Access will be closed when property re-develops.
- MP 99.22 (south): Existing private access without median opening. Access will be closed when property re-develops.
- MP 99.28 (south): Existing private access without median opening. Access will be closed when property re-develops.
- MP 99.38: Median opening to be closed.
- WCR 15 (MP 99.81): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. An immediate improvement at this access is a westbound left turn acceleration lane. In the interim, this intersection will continue to function as a full movement, unsignalized intersection. Ultimately, this access will be modified to function as a $\frac{3}{4}$ movement intersection if a parallel roadway connection is provided between WCR 13 and WCR 15. Intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 100.09 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 100.22 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 100.31 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 100.32 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 100.58 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 100.63 (north): Existing private access without median opening. Access will be removed when property re-develops.
- WCR 17 (MP 100.87): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.

- MP 100.93 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 101.17 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 101.22 (north): Existing private access without median opening. Access will be removed when surrounding property develops and alternative access is provided.
- MP 101.30 (north): Existing private access with median opening. Access will be removed when surrounding property develops and alternative access is provided.
- MP 101.30 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 101.78 (north & south): Existing private access on both sides of SH 34, with median opening. Access will be a full movement, unsignalized intersection until land re-develops, then access will be closed or an overpass will be provided.
- MP 102.07 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 102.28 (north): Existing private access without median opening. Access will be removed when property re-develops.
- SH 34 Business (MP 102.48): Existing interchange to remain.
- SH 257 (MP 102.80): Existing diamond interchange to remain.
- MP 103.05 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 103.30 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 103.30 (south): Existing private access without median opening. Access will be closed when property re-develops.
- Promontory Parkway (MP 103.79): An existing public road access on the north side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 103.79 (south): Existing private access with median opening. Access will be closed when property redevelops and/or a public road is established at this location.

- MP 103.95 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 104.12 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 104.14 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 104.29 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 103.29 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- 95th Avenue (MP 104.77): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection if a parallel roadway connection is provided to Promontory Parkway.
- MP 105.02 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 105.41 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 105.42 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 105.65 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- Two Rivers Parkway (MP 105.91): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 106.08 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 106.49 (north): Existing private access without median opening. Access will be removed when properties re-develop and cross access to adjacent parcels is available.

- MP 106.49 (south): Existing private access without median opening. Access will be removed when properties re-develop and cross access to adjacent parcels is available.
- MP 106.51 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- 71st Avenue (MP 107.10): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be modified to function with $\frac{3}{4}$ movements on the north side and right-in/right-out movements on the south side with cross access to 65th Avenue. In addition, intersection improvements in accordance with current Access Code standards would be necessary to address capacity and safety concerns. Ultimately, this access would continue to function with $\frac{3}{4}$ movements on the north side and right-in/right-out movements on the south side.
- MP 107.13 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 107.32 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 107.42 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- 65th Avenue (MP 107.61): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. In the interim, this access will remain a signalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 107.70 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 107.92 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 107.92 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 107.96 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 108.10 (north): Existing private access with median opening. Access will remain open for single family residence.
- MP 108.10 (south): Existing private access with median opening. Access will be removed when properties re-develop.

- MP 108.32 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 108.32 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 108.44 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 108.44 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 108.55 (north): Existing private access without median opening. Access will remain for existing use.
- 47th Avenue (MP 109.11): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. In the interim, this access will remain a signalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 109.26 (south): Existing private access with median opening. Access will be removed at first opportunity.
- MP 109.42 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 109.54 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 109.62 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 109.62 (south): Existing private access with median opening. Access may remain open as emergency access only, if needed.
- MP 109.80 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- 35th Avenue (MP 110.23): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. In the interim, this access will remain a signalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, an interchange will be allowed based on the availability of funding and approval of the Department and the local authority.

- MP 110.56 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 110.75 (median opening): Existing median opening to remain open.
- 23rd Avenue (MP 111.23): An existing interchange with SH 34 to remain with enhancements to ramps and the cross street to improve operations.
- 17th Avenue (MP 111.74): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. Interim improvements may be necessary to address capacity and safety concerns. Ultimately, this access will remain a signalized intersection.
- MP 112.00 (south): Existing private access without median opening. Access will be removed at first opportunity.
- MP 112.08 (south): Existing private access without median opening. Access will be removed at first opportunity.
- 11th Avenue (MP 112.23): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. Interim improvements may be necessary to address capacity and safety concerns. Ultimately, this access will remain a signalized intersection.
- US 85 Bypass / SH 34 Bypass (MP 112.59): An existing interchange with SH 34. See ultimate plan for potential modifications at this interchange. Modifications would be dependent on the availability of funding and approval of the Department and the local authorities.
- 1st Avenue (MP 113.82): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. In addition, a connection to Balsam Avenue would be provided. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection (both sides of highway).
- MP 114.50 (north): Existing private access with median opening. Access and median opening will be removed at first opportunity.
- MP 114.50 (south): Existing private access with median opening. Access and median opening will be removed at first opportunity.
- MP 114.51 (south): Existing private access without median opening. Access will be removed at first opportunity.
- WCR 45 (MP 115.20): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and

safety concerns. Ultimately, the median opening will be closed and this access will be converted to a right in/right out intersection when cross access is provided to the SH 34 Business Route.

- SH 34 Business (MP 115.41): An existing public road access on the north side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, the intersection would be signalized and a new public road would be established on the south side of SH 34.
- MP 115.47 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 115.50 (north): Existing private access with median opening. Access will be removed when property re-develops.
- MP 115.68 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 115.74 (north): Existing private access with median opening aligning with WCR 45.5. Ultimately, access will remain open. Intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- WCR 45.5 (MP 115.74): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.
- MP 115.85 (north): Existing emergency only access with median opening. Access will remain as such, if necessary.
- MP 116.00 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 116.17 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 116.21 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 116.25 (north): Existing private access with median opening. Access aligns with WCR 47 and will remain open.
- WCR 47 (MP 116.25): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.

- MP 116.26 (north): Existing private access with median opening. Access will be combined with private access located at MP 116.25 (north).
- MP 116.29 (south): Existing private access with median opening. Access will be closed when property re-develops.
- MP 116.34 (south): Existing private access with median opening. Access will be closed when property re-develops.
- MP 116.49 (north): Existing private access with median opening. Access will be closed when property re-develops.
- WCR 47.5 (MP 116.74): An existing public road access on the north side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.
- MP 116.74 (south): Existing private access with median opening. Access aligns with WCR 47.5 and will remain open.
- MP 116.78 (south): Existing private access with median opening. Access will be removed when properties re-develop and use access across from WCR 47.5 at MP 116.74.
- MP 116.80 (south): Existing private access with median opening. Access will be removed when properties re-develop and use access across from WCR 47.5 at MP 116.74.
- MP 116.95 (north): Existing private access with median opening. Access will be removed when property re-develops.
- MP 117.25 (north): Existing private access with median opening. Access aligns with WCR 49 and will remain open.
- WCR 49 (MP 117.25): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will function as a full movement, signalized intersection.
- MP 117.27 (north): Existing private access with median opening. Access will be removed at first opportunity.
- MP 117.27 (south): Existing private access with median opening. Access will be removed at first opportunity.
- MP 117.32 (north): Existing private access with median opening. Access will be closed when property re-develops and cross access provided to WCR 49.

- MP 117.57 (south): Existing private access with median opening. Access will be removed when property re-develops and cross access provided to WCR 49 or WCR 49.5.
- MP 117.62 (south): Existing private access with median opening. Access will be removed when property re-develops and cross access provided to WCR 49.5.
- MP 117.71 (south): Existing private access with median opening. Access will be removed when property redevelops and cross access provided to WCR 49.5.
- MP 117.74 (north): Existing private access with median opening. Access aligns with WCR 49.5 and will remain open as a $\frac{3}{4}$ movement intersection.
- WCR 49.5 (MP 117.74): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.
- MP 117.76 (south): Existing private access with median opening. Access will be removed when property redevelops and cross access provided to WCR 49.5.
- MP 117.87 (north): Existing private access with median opening. Access will be removed when property re-develops.
- MP 117.89 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.03 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.09 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.14 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.16 (north): Existing private access with median opening. Access will be removed when property re-develops and cross access provided to WCR 51.
- MP 118.20 (north): Existing private access with median opening. Access aligns with WCR 51 and will remain open.
- WCR 51 (MP 118.20): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will function as a full movement, signalized intersection.

- MP 118.44 (south): Existing private access with median opening. Access will be closed when property develops and/or a public road is established at this location.
- New Public Road (MP 118.44): A future public road access on the south side of SH 34. The new intersection shall be constructed in accordance with current Access Code standards. In the interim, this public road will be allowed to function as right-in/right-out intersection. Ultimately, this access will continue to function as a right-in/right-out intersection.
- MP 118.48 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.67 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.70 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.71 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.74 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- Kersey Road Business Route (MP 118.86): An existing public road access on the south side of SH 34. This access currently functions as a one-way movement, unsignalized intersection. In the interim, intersection improvements may be necessary to address capacity and safety concerns. Ultimately, this access will remain a one-way movement, unsignalized intersection.
- SH 37/1st Street (MP 119.17): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will allowed to be upgraded to a signalized intersection once signal warrants are met. Before and after signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns. Ultimately, this access will function as a full movement, signalized intersection.
- MP 119.69 (north): Existing private access with median opening. Access will be removed when property re-develops and/or a public road is established at this location.
- 9th Street (MP 119.69): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Also, a future public road from the north will be allowed to access SH 34 at this intersection. Ultimately, this access will be allowed to function as a full movement signalized intersection.
- WCR 56/WCR 55 (MP 120.02): This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access

Code standards to address capacity and safety concerns. Ultimately, this access will be closed when a new intersection to the east (MP 120.02) is provided.

- New WCR 55 Intersection (MP 120.22): A future public road access on both sides of SH 34 that provides a connection to WCR 56. In the interim, this access does not exist. Ultimately, the new intersection shall be constructed in accordance with current Access Code standards and would be allowed to function as a full movement unsignalized intersection once signal warrants are met.

EXHIBIT B: ACCESS PLAN ILLUSTRATED

The attached Exhibit B is for general illustration and only for the ease of locating access points. Refer to the text of Exhibit A for accurate access location information.

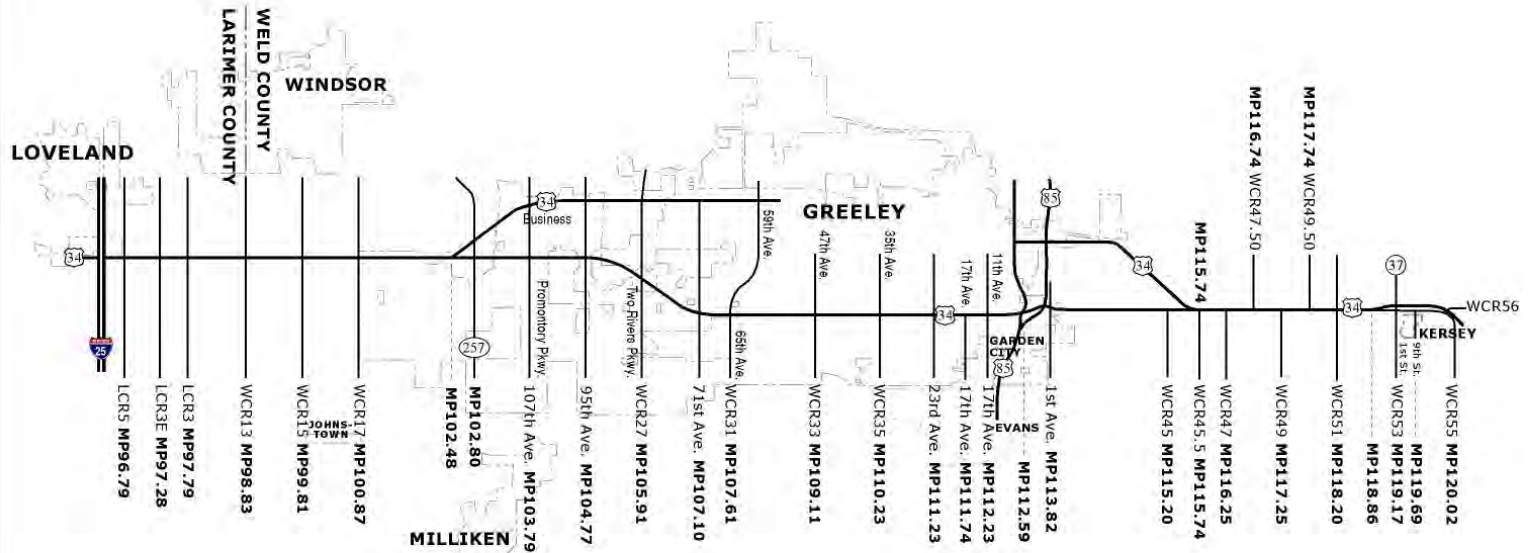


Exhibit B
(February 21, 2003)

US 34 Corridor Map



01-096 2/24/03

**EXHIBIT C
(February 20, 2003)
ACCESS CONTROL PLAN
SH 34
INTERSTATE TO WELD COUNTY 55
CITY OF EVANS, CITY OF GREELEY
TOWN OF JOHNSTOWN, TOWN OF KERSEY, LARIMER COUNTY,
CITY OF LOVELAND, WELD COUNTY, TOWN OF WINDSOR
AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION**

ACCESS PLAN AMENDMENT PROCESS

1. Any request for amendment must be submitted to the Department by a signatory of the IGA (an Agency). The amendment must be located within the jurisdiction and have the written support of the submitting signatory. The amendment request shall include the following documents:
 - Description of Access
 - Justification for Amendment
 - Supporting Traffic Analysis
 - A List of Design Waivers and Corresponding Action
 - A Plan Clearly Depicting the Access Modification including Dimensions as Appropriate
2. The Department shall review the submittal for completeness and for consistency with the Access Control Plan and the Access Code.
3. If the amendment request is found to be complete, it will be forwarded to all members of the Advisory Group designated below with a brief report prepared by the Department.
 - The Advisory Group will be comprised of one representative from each signatory.
 - With all amendment requests, the Department will schedule a meeting within 45 days of receiving a complete amendment request. At that meeting, the sponsoring signatory will be given an opportunity to present its request. Also, the Department will present a review of the request, addressing technical features, operational issues and resulting design waivers. All signatories will have the opportunity to comment on the request and ask questions.
4. After the Advisory Group has reviewed and discussed the amendment request, each signatory will have 30 days to make a decision on whether to accept or decline the amendment. The signatories of the Advisory Group will submit their vote to the Department in writing, and an affirmative vote of 2/3 or more of the signatories will be necessary to approve the amendment. The lack of response of an Advisory Group signatory within the 30-day period will be interpreted as a "decline" decision. The Department will notify all signatories within 35 days of the meeting relative to the Group's decision; a tally sheet documenting each signatory's vote will be provided. Any amendment request that results in a violation of the Access Code or is not an improvement of a substandard situation will not be considered. Further, any amendment request that relaxes the restrictive nature of the Access Control Plan must include an affirmative Department vote as part of the 2/3 signatories' approval.



Final Report

US 34 Access Control Plan



May 2003



US 34

ACCESS CONTROL PLAN

Prepared for:

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May, 2003



Access Control Plan

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The following individuals were instrumental in the development of the US 34 Access Control Plan.

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Access Control Plan

EXECUTIVE SUMMARY

Background

US 34 is an important regional transportation facility in northern Colorado, providing access for Greeley and other surrounding communities as well as connectivity to the City of Loveland. As a major east-west facility from Kersey through Greeley to I-25, US 34 carries a wide range of traffic types: long distance highway traffic, commuter traffic between major cities in the region, inter-community traffic within the corridor, local trips within communities and some agricultural traffic. Furthermore, it has been recognized that development pressures for access will continue to increase as local communities continue to expand their limits and promote development. Given increasing developmental pressures and the wide range of traffic types, it is important to maintain the functional integrity of the corridor.

The purpose of this Access Control Plan effort was to work closely with residents, property owners, local governmental agencies and the Colorado Department of Transportation (CDOT) to develop a detailed interim and ultimate plan for the US 34 corridor. The Plans address how each existing access in the corridor should be modified in both the interim condition and the ultimate condition, and identifies new intersections that will be allowed. The ultimate goal is to develop an Access Control Plan which would be adopted by CDOT and the six cities or towns and the two counties in the corridor through an Inter-Governmental Agreement (IGA).

Study Area

The study area extends from the juncture of US 34 with I-25 on the west end to the intersection of the Weld County Road (WCR) 55 east of Kersey on the east end. Thus, the study area encompasses nearly 25 miles along US 34. However, the interchanges of US 34 with I-25 and US 85 are not addressed in this effort and are expected to be addressed in future feasibility studies.

The corridor is one of varying character. It is urban in nature as it passes through the City of Greeley; in fact, US 34 is an integral part of Greeley's transportation system. However, both east and west of Greeley, US 34 is very rural, primarily agricultural, in character. Traffic volumes range from are over 30,000 vehicles per day west of SH 257 and through the City of Greeley to approximately 10,000 vehicles per day east of Greeley through the Town of Kersey.

There are currently 157 accesses, also quite varied, along the corridor. They are best classified as follows:

- ◆ 5 public road intersections with traffic signals
- ◆ unsignalized public road intersections
- ◆ 130 private driveways



Access Control Plan

The accident history of this corridor reveals that 743 reported accidents occurred in this corridor during the period from March 1st, 1995 through February 29, 2000. Of these, 37 percent (276 accidents) resulted in 443 injuries and 1.6 percent (12 accidents) resulted in 15 fatalities.

Development of the Plan

Throughout the study, the project team maintained close coordination with local staff and officials. A Technical Advisory Committee (TAC) consisting of staff members from all of the local agencies met every three to four weeks. The TAC helped to establish technical guidelines for the plan, developed the interim and ultimate Access Control Plans and provided invaluable knowledge of each community's future planning efforts and conditions.

A Policy Committee (PC) was comprised of elected officials from the communities and the counties. This committee met every six to twelve weeks during the study. The purpose of this group was to review and to comment on information developed by the TAC and, more specifically, to provide input to the study on a broader policy level perspective. One specific task was to assist in the development and review of the IGA, which formalizes the work of the study and the interim and ultimate Access Control Plans.

Another critical element in the development of the plan was public involvement. Public open houses were held at three key stages during the study process. At these open houses, exhibits addressing the access control planning efforts were available, and CDOT and consultant representatives were in attendance to answer questions and to receive comments, concerns and input. A mailing list was maintained for the study and consisted of property owners adjacent to US 34, local officials, attendees of previous open houses, the media and other interested parties.

In addition to the public open houses, there were four property owner workshops and numerous meetings with neighborhood groups, individual property owners and governing bodies in the communities within the corridor. Property owner workshops were held at various locations along the corridor and the intent of these workshops was to allow adjacent property owners an opportunity to express their concerns relative to the future planning along US 34. Also, several meetings were held with property owners and local jurisdiction staff and elected officials between I-25 and LCR 3 to discuss and resolve interchange locations and alternatives that potentially work for the area. Other meetings were held during the planning process with the Greeley Chamber of Commerce, governing bodies of particular city, town or community (City Council, Town Boards and Boards of County Commissioners) and individual property owners.



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Future Land Use and Traffic Projections

The long term planning horizon for this study was identified as 2025. By this time, the population and employment in northern Colorado is expected to approximately double according to land use data used for the North Front Range Travel Demand Model. More specifically, Greeley is also projected to experience a 95 percent increase in population and a 105 percent increase in employment. In addition, the City of Loveland's population is anticipated to grow by 118 percent and the City's employment is expected to increase by 188 percent. This type of growth within the region places increased travel demands on the US 34 corridor.

Year 2025 traffic projections were developed for this study. The traffic projections were primarily based on traffic forecasts from the North Front Range Travel Demand Model tempered by more precise information relative to uses along the US 34 corridor including land use plans, traffic impact studies and the transportation plans of local jurisdictions. In general, traffic volumes between I-25 and SH 257 are anticipated to more than double to over 80,000 vehicles per day at the point of highest demand. Traffic projections east of SH 257, through Greeley to US 85, are anticipated to range between 50,000 and 65,000 vehicles per day. East of US 85, traffic projections drop significantly ranging between 19,000 vehicles per day in the vicinity of US 34 Business to 11,000 vehicles per day east of Kersey.

Access Control Plan

Figure ES-1 provides an overview of the major access improvements included in the US 34 Access Control Plan. Although the detailed plan includes every access in the corridor, this illustration focuses on the major public road intersections.

Because the implementation of the Ultimate Access Control Plan will take many years, and because it is difficult to define funding levels within specific time frames, the Interim Access Control Plan has also been established. The Interim Access Control Plan is the likely step between existing conditions and implementation of the ultimate condition. Significant capital improvements (i.e. interchanges) are involved as part of the Ultimate Access Control Plan and many of the improvements would not be warranted for many years. As such, the Interim Access Control Plan defines access improvements which require significantly less funding (i.e. signalization, turn lanes) to accommodate growing traffic volumes along the corridor.

The section of US 34 between I-25 and SH 257 is within several local jurisdictions and future planned land uses along this segment includes intense office, retail and residential uses. The most intense land use is planned between I-25 and LCR 3. The plan recommends interim traffic signals at LCR 5, LCR 3E, LCR 3, County Line Road (LCR 901/ WCR 13) and WCR 17. Eventually, traffic signals at LCR 5 and LCR 3E would be removed to construct a split diamond interchange. In addition, traffic signals at LCR 3, County Line Road and WCR 17 would be replaced with interchanges.



Access Control Plan

The section of US 34 between SH 257 and US 85 falls primarily within the City of Greeley's jurisdiction. The concept of converting interim traffic signals to interchanges continues between SH 257 and 23rd Avenue. New interim traffic signals are planned at Promontory Parkway and Two Rivers Parkway (83rd Avenue). Existing traffic signals at 65th, 47th, 35th, 17th, 11th and 8th Avenues would all remain in the interim condition. Eventually as traffic warrants and funding is available, interchanges would replace all interim traffic signals except for the traffic signals at 17th, 11th and 8th Avenues which would remain in the ultimate condition. Both the 35th and 47th Avenue interchanges are currently included in the North Front Range 2025 Fiscally Constrained Transportation Plan.

Between the City of Greeley and the Town of Kersey, US 34 is primarily in a rural setting. The interim plan shows that all public road intersections will continue to be stop-sign controlled and full movement, except for the SH 37/1st Street intersection in Kersey which is recommended for signalization when warranted. Since projected traffic volumes are significantly lower in this section compared to other sections of the corridor, the ultimate plan recommends traffic signals at major public road intersections and turn restrictions at all other public road intersections when traffic volumes warrant signalization. Public road intersections recommended for ultimate signalization are US 34 Business, WCR 49, WCR 51, SH 37/1st Street and 9th Street. Other public road intersections such as WCR 45, WCR 47, WCR 47.50 and WCR 49.50 are recommended to be $\frac{3}{4}$ movement intersections. In addition, the ultimate plan recommends closing the existing WCR 56 intersection in Kersey and re-aligning WCR 56 to intersect US 34 at WCR 55.

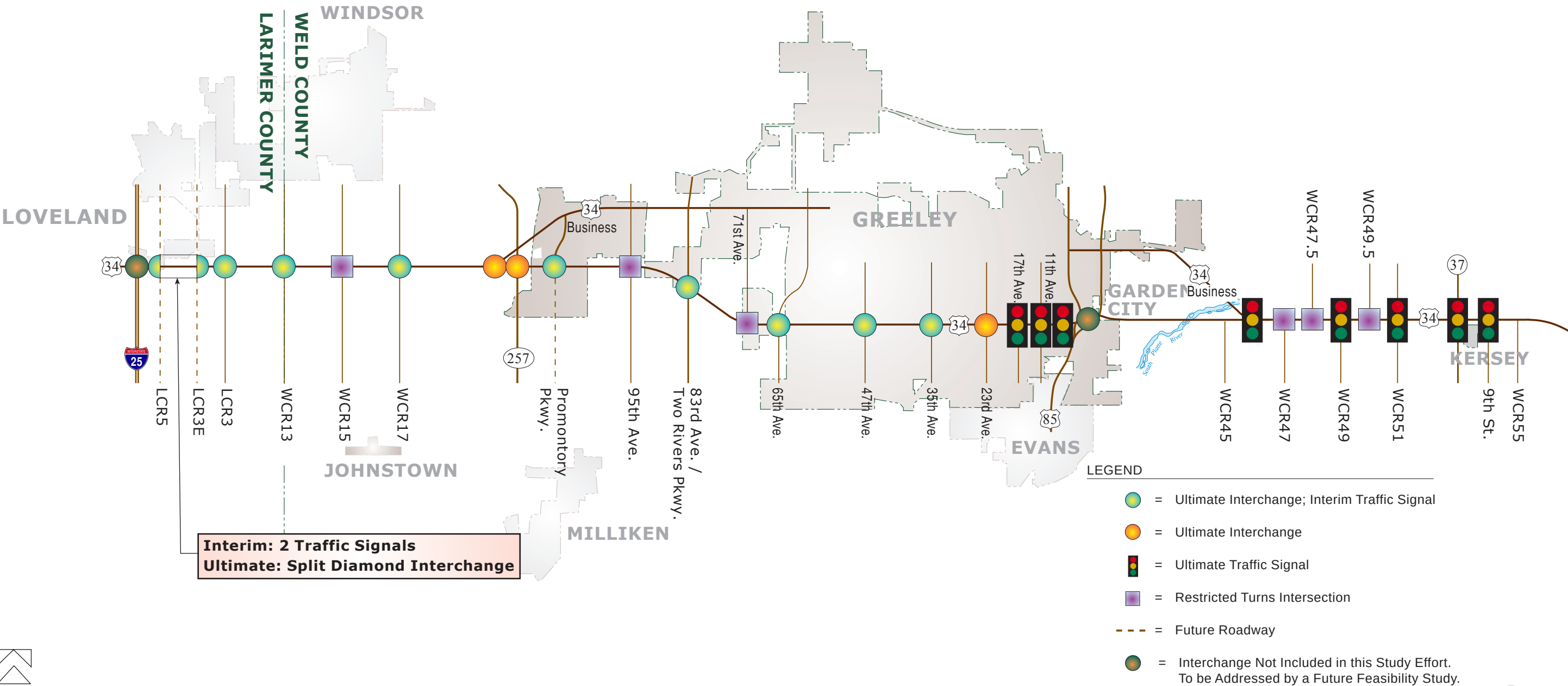
Interchange Alternative Analysis

A total of nine new interchanges are recommended in the Ultimate Access Control Plan. An interchange alternatives analysis was conducted at each location to compare different interchange configurations based on traffic operations, impact to existing and future development, constructability, right-of-way needs and other criteria specific to each location. This interchange alternative analysis resulted in a split diamond interchange at LCR 5 and LCR 3E, an interchange at LCR 3 with ramps positioned in two quadrants, a partial clover-leaf interchange at 35th Avenue and diamond interchanges at all other locations.

This alternatives analysis does not supercede the CDOT 1601 process but can be used as a starting point for that process. As outlined by the 1601 Policy Directive, any new interchange along the US 34 corridor would be required to prepare system and project level feasibility studies to be approved by the Transportation Commission. In addition, the 1601 process requires environmental studies and appropriate documentation of environmental, social and economic effects of the proposed interchange.



Access Control Plan Highlights





Access Control Plan

Planning Level Cost Estimates

Planning level cost estimates were developed for the significant improvements identified in the Ultimate Access Control Plan. These significant improvements, which include grade-separated interchanges (and associated roadway re-alignments) and the US 34 grade-separated crossing of the railroads, are estimated to cost nearly \$190 million (in 2003 dollars). This cost estimate does not include additional right-of-way needed to accommodate the improvement, the reconstruction of the I-25 and US 85 interchanges or any widening of US 34.

Implementation

The improvements recommended in the Ultimate Access Control Plan represent a long range plan and, as such, will be implemented over time as traffic and safety needs arise and as funding allows. In order to ensure that these improvements can be implemented in the future, it is important that the Access Control Plan be adopted by all entities in the corridor and that it be used in all transportation and land use planning which could affect US 34. Therefore, the US 34 Access Control Plan has been adopted through an Inter-Governmental Agreement between CDOT, the towns, the cities and the counties along the corridor.

Because the Access Control Plan is a long range plan and conditions may change over time, a key element of the IGA is a specified process for modifying the plan in the future. This process calls for the creation of an Advisory Committee comprised of one representative from each of the signatories of the IGA. Amendment request will be reviewed by the Committee, and changes can be made only with the affirmative vote of 2/3 or more of the signatories. This process, along with regular meetings with the Advisory Group should ensure continuing coordination between the communities in the corridor.



Access Control Plan

1.0 INTRODUCTION

1.1 Report Format

This report describes and illustrates the interim and ultimate Access Control Plan for the US 34 corridor. The report is organized into the following sections:

- ♦ **Introduction** – This section describes project location, purpose and public involvement.
- ♦ **Goals and Objectives** – This section outlines goals and objectives that provided direction to the study process.
- ♦ **Existing Conditions** – This section presents current US 34 characteristics such as cross-section elements, number of accesses and existing traffic volumes and operations.
- ♦ **Future Conditions** – This section presents projected 2025 land use along the corridor and 2025 daily and peak hour traffic projections.
- ♦ **Access Control Plan** – This section presents a narrative of the interim and ultimate Access Control Plans while the illustrative plans are contained in the Appendices. In addition, an interchange alternatives analysis and cost estimates for major recommended access improvements are provided in this section.

1.2 Project Background

US 34 is an important regional transportation facility in northern Colorado. It provides access for Greeley and other surrounding communities as well as connectivity to the City of Loveland. As a major east-west facility from Kersey through Greeley to I-25, US 34 carries a wide range of traffic types: long distance highway traffic, commuter traffic between major cities in the region, inter-community traffic within the corridor, local trips within communities and some agricultural traffic. Furthermore, it has been recognized that recent development pressures for access along the corridor will continue to increase as local communities continue to expand their limits and foster development. Given the types of traffic using US 34 and the increasing developmental pressures, it becomes important to maintain the functional integrity of the corridor, especially given that much of the highway is classified as an expressway.

The development of an Access Control Plan (ACP) is a significant step toward preserving the functional integrity of US 34, and it would serve as a tool to guide the future planning of the corridor relative to the ultimate location of public cross-streets and private accesses. An ACP determines the locations for potential signalized intersections, identifies future grade-separated interchanges and their potential configuration (and associated right-of-way needs), and needed highway improvements to support the plan. While the ACP primarily establishes the framework for the long-range time frame, it also identifies near-term improvements and/or actions which could easily be implemented.



Access Control Plan

1.3 Project Location and Study Purpose

The purpose of this effort was to work closely with residents, property owners, local governmental agencies and the Colorado Department of Transportation (CDOT) to develop a detailed interim and ultimate Access Control Plan for the US 34 corridor. The limits of the corridor extend from the juncture of US 34 with I-25 on the west end to the intersection of Weld County Road (WCR) 55 east of Kersey on the east end, as illustrated in Figure 1. The interchanges of US 34 with I-25 and US 85 are not addressed in this effort; those interchanges are expected to be addressed in future feasibility studies. The purpose of this report provides the findings and recommendations of the planning-level studies for both interchanges

1.4 Project Coordination

The US 34 study area includes two counties (Larimer and Weld), six communities (Loveland, Johnstown, Windsor, Evans, Greeley, and Kersey) and two regional planning organizations (the North Front Range Transportation & Air Quality Planning Council [NFRT & AQPC] and the Upper Front Range Transportation Planning Region). The Town of Milliken and Garden City, which currently do not have any frontage along the study corridor, also participated in the study.

Throughout the study, the project team maintained close coordination with local staff and officials. A Technical Advisory Committee (TAC) was assembled consisting of staff members from each of the local agencies; this committee met every three to four weeks. The TAC initiated efforts to develop a statement of objectives and strategies for the ACP and also to develop the recommended elements of the interim and ultimate Access Control Plans. In addition, members of the TAC provided the knowledge of each community's future planning efforts and local conditions, which was essential in assessing the sequence of changes which should occur over time along the corridor.

A Policy Committee (PC) was comprised of elected officials from the communities and the counties. This committee met approximately every six to twelve weeks during the study. The purpose of this group was to review and to comment on information developed by the TAC and, more specifically, to provide input to the study on a broader policy level perspective. One specific task was to assist in the development and review of the Intergovernmental Agreement (IGA), which formalizes the work of the study and the Interim and Ultimate Access Control Plans. It is a legally binding agreement between CDOT and the local agencies relative to access.



US 34 Corridor Study Area

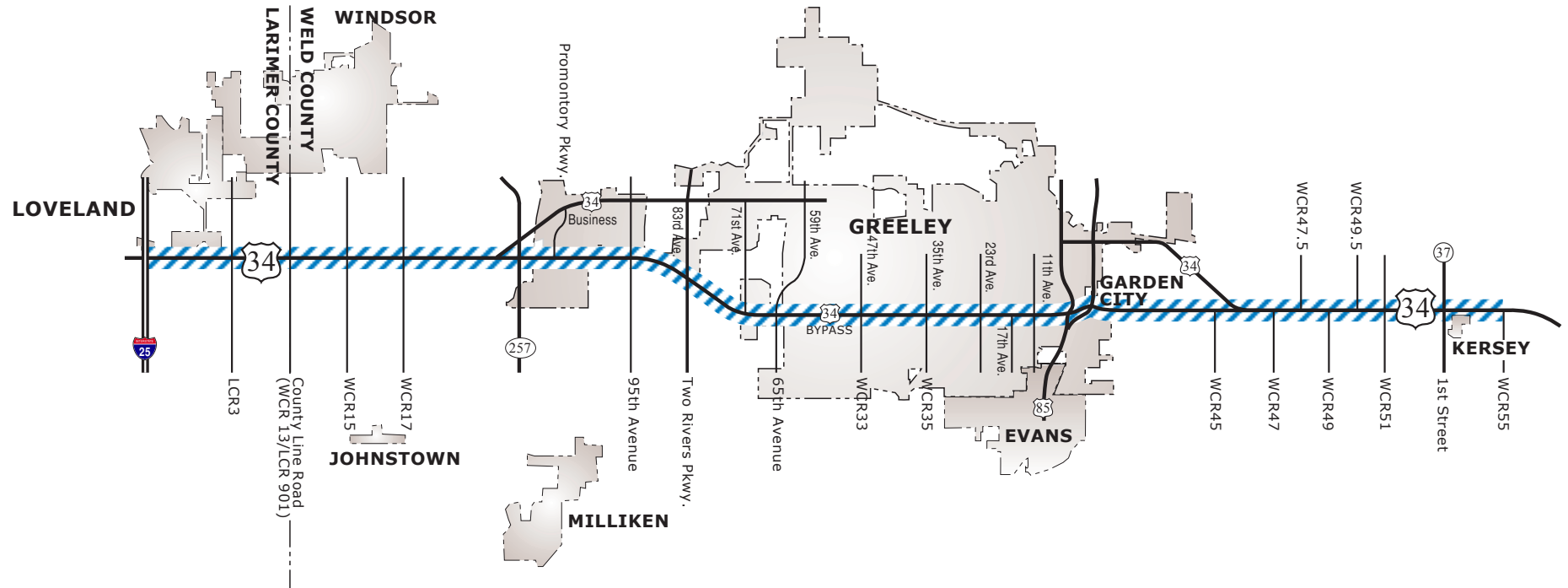


Figure 1



Access Control Plan

1.5 Public Involvement

Another critical element of the coordination effort was public involvement. Public open houses were held at three key stages during the study process. At these open houses, exhibits addressing the access control planning efforts were available, and CDOT and consultant representatives were in attendance to answer questions and to receive comments, concerns and input. Each open house was held at a central location along the corridor. A mailing list was maintained for the study. Using county assessor records, the mailing list consisted of property owners adjacent to US 34 in both the urban and rural areas. The list also consisted of local officials, attendees of previous open houses, the media and other interested parties. Meeting announcements were also placed in the Greeley and Loveland daily newspapers.

The first open house was held in late August 2001 at the Evans Community Center. Approximately 40 people attended this open house. This event was held early in the study effort, before specific access concepts had been developed. The intent was to introduce the study to the public and to become more familiar with operational concerns in the corridor and to identify problem situations and locations.

The second open house was held in mid-November 2001 at the Greeley Chamber of Commerce, with more than 40 in attendance. Preliminary access control improvements, which had been developed in coordination with the TAC and the PC, were exhibited. There was some support for limiting the number of traffic signals and access on the corridor, but at the same time there was other support for traffic signals and more access on the corridor. There were a number of specific comments related to the need for acceleration and deceleration lanes and for the need to signalize unsafe intersections. Other comments included the need to establish a parallel roadway network to take short trips off of US 34, adding turn lane improvements at existing signalized intersections and consideration of farm access to the highway.

Based on input received regarding the preliminary concepts and on additional discussions with the TAC and PC, the access plan was revised and expanded to include more detail about ultimate interchange configurations. The revised Interim and Ultimate Access Control Plans were then presented at the final public open house in mid July 2002 in Greeley, with more than 50 in attendance. There was strong public support for preserving the functional integrity of US 34 through the corridor. Again, there was some resistance to the number of traffic signals illustrated in the interim Access Control Plan. The ultimate plan for the area between I-25 and LCR 3 had not been finalized as the project team was still working with property owners and local jurisdictions over interchange locations and configurations for the area. In addition, the changes in the ultimate plan were still being finalized in the Kersey area.

In addition to the public open houses, there were four property owner workshops held in September and October 2001 at various locations along the corridor. These workshops were specifically oriented toward a particular segment of the corridor – west (I-25 to SH 257), central west (SH 257 to 65th Avenue), central east (65th Avenue to US 34 Business) and east (US 34 Business to WCR 55). The intent of the workshops was to allow adjacent property owners an opportunity to express their concerns relative to the future planning of the highway. Total attendance for all property owner workshops was approximately 40.



Access Control Plan

Considerable effort was also expended throughout the study in conducting meetings with neighborhood groups, individual property owners and governing bodies in the communities within the corridor. During the development of the plan, several meetings were held with property owners, local jurisdiction staff, elected officials between I-25 and LCR 3 to discuss and resolve interchange issues in that area. In addition, meetings were occasionally held with the governing body of a particular city, town or community (City Council, Town Boards, and Boards of County Commissioners) in the corridor. The primary purpose of these meetings was to apprise officials about the study, to solicit input on their local needs, and to discuss implementation of the plan through the Inter-governmental Agreement.



Access Control Plan

2.0 US 34 ACCESS PLAN GOALS AND OBJECTIVES

Early in the development of the Access Control Plan, both the Policy Committee and the Technical Advisory Committee provided important direction to the study process. The TAC developed initial goals and objectives for what access control should accomplish in the US 34 corridor. These goals and objectives were reviewed and refined by the Policy Committee. The resulting goals and objectives for the plan are provided in the following section.

2.1 Adopted Goals

A fundamental aspect in developing an Access Control Plan is to maintain and enhance the functional integrity of US 34 in order to move people and goods in the corridor in the most safe and efficient manner possible. This is accomplished through the following goals:

- ◆ Upgrading to the highest possible roadway standards
- ◆ Improving congested intersections
- ◆ Reducing accidents at hazardous intersections
- ◆ Minimizing the number of signalized intersections
- ◆ Reducing the number of access points
- ◆ Requiring that all new access points comply with the State Highway Access Code
- ◆ Building interchanges, as appropriate
- ◆ Reducing conflict points between the highway and the railroad
- ◆ Identifying future right-of-way needs
- ◆ Developing an access control plan that is harmonious with the existing surroundings and the community resources

2.2 Other Project Objectives

Various objectives were also identified in this effort, designed to achieving the stated goals. These include:

- ◆ Identify locations along the corridor which could be a serious traffic bottleneck in the future and begin to identify mitigation measures.
- ◆ Determine the locations for cross street connections to enhance the local street network.
- ◆ Conduct a preliminary evaluation of interchange alternatives at proposed interchange locations.
- ◆ Establish future right-of-way needs along the corridor to ensure future planning efforts do not hinder the ability to obtain these right-of-way needs.
- ◆ Reduce the reliance of US 34 serving short trips by providing local roadway network alternatives through parallel roadways for local circulation.



Access Control Plan

- ◆ Encourage active coordination with current / past planning efforts and agencies relative to US 34 issues.
- ◆ Identify an implementation scheme that allows for logical phasing of the ultimate access control plan including an interim access control plan.
- ◆ Recognize the importance of the US 34 corridor on economic development.



Access Control Plan

3.0 EXISTING CONDITIONS

3.1 Freeway Designation

US 34 has been designated as a freeway by the Transportation Commission, as allowed by Colorado Freeway Law. In addition, a series of specific Freeway Agreements were established between CDOT and Larimer and Weld Counties in the 1960's and 1970's when roadway projects were being planned. The freeway designation places decision-making power regarding the appropriateness and location of new public street intersections to the highway in the hands of the governor or his designee. The Freeway Agreements set forth the locations of future street intersections. The goal for this freeway is clearly to maintain a high-speed, limited access road that will carry large volumes of traffic and will be maintained as a high mobility facility far into the future. The establishment of an Access Control Plan will expand upon these earlier designations and agreements, and will better formalize future access conditions along the corridor.

3.2 Roadway Physical Characteristics

Typical Section

Between I-25 and the US 85 interchange, the typical cross section for US 34 is comprised of four 12-foot travel lanes, paved outside shoulders, paved inside shoulders and a depressed median. The shoulder and median width vary throughout this segment. Right and left turn deceleration lanes are provided at all public road intersections. Right turn acceleration lanes are commonly provided at both signalized and unsignalized public road intersections, while left turn acceleration lanes are provided at some of the unsignalized intersections.

The typical cross section changes east of the US 34 Business intersection. At this location, US 34 is comprised of four 12-foot travel lanes, paved outside shoulders and a paved median. Right and left turn deceleration lanes are provided at most public road intersections. Right turn acceleration lanes are typically not provided. The left turn acceleration function is generally accommodated via the center median lane.

Right-of-way

Right-of-way widths along the corridor vary significantly. In some areas, the right-of-way is as much as 400 feet while in other areas it is as little as 110 feet. Areas of large right-of-way widths for possible highway expansion exist between SH 257 and 71st Avenue and between the US 85 interchange and the Town on Kersey. The right-of-way is about 400 feet at 71st Avenue but gradually decreases to the east eventually reducing to just 110 feet between 17th and 11th Avenues. Between 23rd and 8th Avenues in Greeley, the lack of sufficient right-of-way widths restricts the ability to expand US 34 or add turn lanes at signalized intersections. Another area where right-of-way may not be sufficient to implement the Ultimate Access Control Plan improvements is the section between I-25 and LCR 3. Table 1 summarizes the variations in right-of-way widths along US 34.



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Table 1. Right-of-Way Widths

Segment	Width and Description
I-25 to US 34 Business Interchange	180' – 270': Gradually Increasing to the East
US 34 Business Interchange to Two Rivers Parkway (83 rd Avenue)	375' – 400'
Two Rivers Parkway (83 rd Ave.) to 23 rd Ave.	170' – 260': 400' Between 71 st and 83 rd
23 rd Ave. to 8 th Avenue	150' East of 17 th to Cemetery, 110' Cemetery to 11 th , 200' East of 11 th .
8 th Avenue to 1 st Avenue	Right-of-Way Varies Through Interchange
1 st Street to WCR 55	150'

Railroad Crossings

Currently, there are two at-grade railroad crossings of US 34 within the corridor, at the following locations:

- ♦ Approximately 850 feet west of LCR 3.
- ♦ Approximately 1,300 feet east of County Line Road (WCR 13)

The railroad crossing west of LCR 3 is owned by the Union Pacific Railroad (UPRR) and averages two trains per day. The crossing east of County Line Road is owned by the Great Western Railroad and also averages two trains per day. Both at-grade crossings are controlled via a traffic signal.

3.3 Roadway Category Descriptions and Summary of Access Points

The State Highway Access Code defines access categories for state highways. The US 34 corridor is primarily classified as an E-X (Expressway). The section of US 34 between I-25 and LCR 3 (1.5 miles) and a section west of Kersey starting a quarter mile east of WCR 51 to 1st Street (0.75 miles) both have a NR-A designation.

The typical spacing of intersecting streets in the E-X category is one mile; one-half mile is permissible when existing city or town streets already intersect the highway and when no other reasonable alternative access exists. Private direct access is not permissible to an Expressway road unless the property has no other reasonable access to the general street system.

The highway category NR-A is not as restrictive. In the NR-A category, the desirable standard for spacing of all intersecting public roadways and other accesses that will be full movement, or have the potential for signalization, is one-half mile. The NR-A category allows one access per parcel, if reasonable access cannot be obtained from a local roadway.

Along the US 34 corridor on both sides is a deeded access control line or A-line. This A-line, purchased by CDOT, gives CDOT the legal right to restrict and control all types of access to



Access Control Plan

US 34. Most of the existing accesses within the corridor were developed prior to the adoption of The State Highway Access Code and the creation of the A-line, and, therefore, have been “grandfathered” into acceptance. Specifically, in the corridor, there are 150 accesses (plus four interchanges) which fall into the following categories:

- ◆ **Public Road Signalized Intersection** – Public road signalized intersections are at-grade, full movement public road intersections with a traffic signal. Signalized public roads are state highways, county roads and city streets. All signalized intersections have acceleration and / or deceleration lanes.
- ◆ **Public Road Unsignalized Intersection** – These types of highway accesses are typically full movement, at-grade, stop-controlled intersections. Unsignalized public roads are state highways, county roads and city streets. Most Unsignalized intersections have acceleration and / or deceleration lanes.
- ◆ **Private Access** – Along the corridor these types of accesses serve many uses. Most private accesses provide direct highway access to adjacent agricultural land, but other private accesses along the corridor provide direct highway access for businesses, private residences, oil and gas wells, and to irrigation canals.

Based on the above classifications of accesses, the 150 accesses along the corridor are distributed as follows:

- ◆ 5 public road intersections with traffic signals (does not include traffic signal at 8th Avenue as it was considered part of the interchange)
- ◆ 22 unsignalized public road intersections
- ◆ 123 private driveways

An inventory of existing accesses by milepost and type is contained in Appendix A.

Along the study corridor interchanges are located at the US 34 Business on the west end of Greeley, SH 257, 23rd Avenue in Greeley and US 85. In addition, nearby frontage roads exist at the following locations:

- ◆ South side of US 34 between LCR 3 and County Line Road (LCR 901/ WCR 13)
- ◆ South side of US 34 approximately ¼ mile west from 71st Avenue
- ◆ North side of US 34 from approximately ½ mile east of 65th Avenue to 71st Avenue
- ◆ North side of US 34 between 35th and 23rd Avenues



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3.4 Existing Traffic Conditions

Traffic Volumes

Between August and September of 2001, traffic counts were collected along the US 34 corridor between I-25 and WCR 56 in Kersey. Figure 2 illustrates both daily traffic volumes and peak hour turning movement volumes along the US 34 corridor. As shown, daily traffic volumes are over 30,000 vehicles per day (vpd) west of SH 257 but drop to around 25,000 vpd between SH 257 and 65th Avenue. Within the urbanized area of Greeley between 65th Avenue and the US 85 interchange, daily traffic volumes are approximately 35,000 vpd. East of the US 85 interchange, daily traffic volumes are significantly less at approximately 10,000 vpd.

Figure 2 also illustrates AM and PM peak hour turning movement counts compiled at public road intersections along the US 34 corridor. Peak hour turning movement counts were collected at 20 intersections along the corridor, including all signalized intersections, ramp termini at SH 257, and other key stop-controlled public road intersections. The busier cross streets along the US 34 corridor are all within the urbanized area of Greeley between 65th and 11th Avenues. Between I-25 and SH 257, cross street peak hour turning movement volumes are generally less than 50 vehicles in the peak hour with the only exception at WCR 17. In the eastern section of the US 34 corridor, the busier cross streets are US 34 Business Route, WCR 49, SH 37 / 1st Street and 9th Street in Kersey.

Traffic Operations

Based on the AM and PM peak hour turning movement volumes shown in Figure 2, current traffic operations were evaluated at intersections using the analysis methods documented in the Highway Capacity Manual 2000. Traffic operations are defined by Level of Service (LOS) which is a qualitative measure, ranging from “A” to “F”, that describes the level of average delay for a intersection or for a specific intersection turn movement. LOS A represents the best possible operating conditions, and LOS F represents congested conditions. LOS D or better is generally considered to be acceptable for peak period conditions in urban areas. LOS C is acceptable in rural areas. At signalized intersections, more than 80 seconds of average total delay per vehicle characterizes LOS F conditions and is typically indicative of traffic demand exceeding intersection capacity. At stop-controlled intersections, LOS F is indicative of conditions in which more than 45 seconds of total stopped delay per vehicle takes place. Where the mainline roadway is heavily traveled, it is not uncommon for left turn and through movements from the stop-controlled approach to operate at LOS F even if the left turn and through movement volumes are too low to meet MUTCD signal warrants.

Existing lane geometry, shown in Figure 3, and signal timing information were used to estimate peak hour LOS for each signalized intersection. Currently, signalized intersections only exist along the corridor in Greeley. Operational analyses show that these signalized intersections, generally operate in the “very good” range, with most intersections operating at LOS B or C during both the AM and PM peak hours. During the PM peak hour, 11th, 35th, and 47th Avenue intersections operate near capacity at LOS D, which is still acceptable for peak period conditions in urban areas.

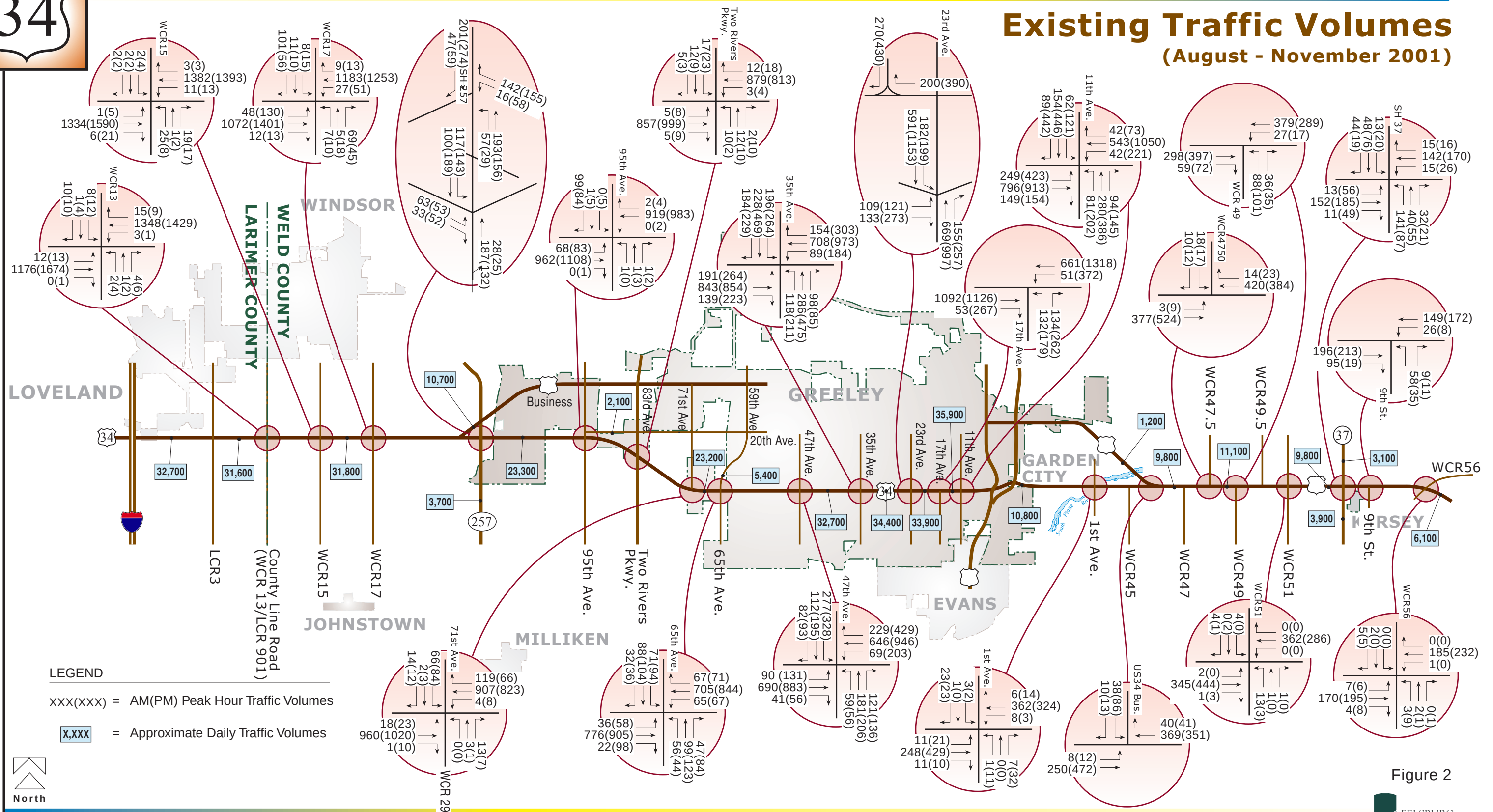


Figure 2



Existing Levels of Service

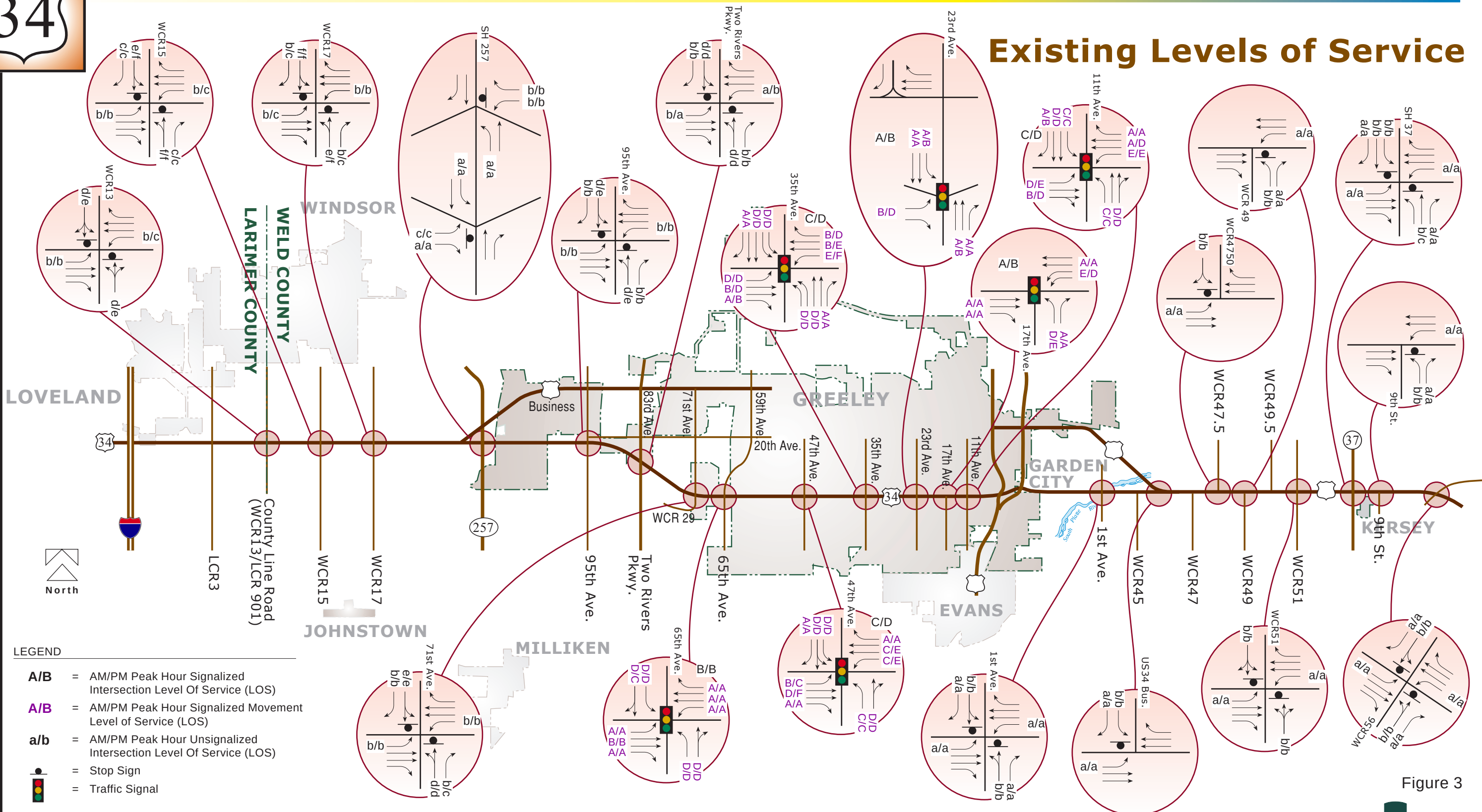


Figure 3





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Between I-25 and SH 257, left turn and through movements from cross streets typically operate at LOS E or F, even though peak hour cross street traffic volumes are very low (less than 50 vehicles per hour). These poor levels of service are attributed to high peak hour traffic volumes along US 34 which prevent left and through movements from entering or crossing. East of SH 257 approaching Greeley, left turn and through movement LOS from the cross street generally improves to LOS D or E since the US 34 peak hour through traffic is less. Between the US 85 interchange and WCR 56 in Kersey, left and through movements from the cross street typically operate at LOS B or C during peak hours.

Travel Times

Travel time between two points is a common measure of the quality of the transportation service provided by the roadway. Travel time is comprised of two elements: over-the-road travel and delay at traffic signals. The over-the-road travel time is a function of posted speed limits, adherence to those limits, and traffic congestion. Currently, congestion to the extent that the imposed speed limit cannot be achieved is not evident in the corridor. Delay at traffic signals is the amount of time in seconds that a driver is stopped at a signalized intersection.

Travel time runs were conducted between I-25 and WCR 55 in August 2001 during the AM and PM peak hours for both the eastbound and westbound directions. Tables 2 and 3 illustrate the signal delay and the overall travel time for each corridor. In general, travel time in either direction during the AM peak hour ranges between 23 and 25 minutes and during the PM peak hour it ranges between 25 and 28 minutes. Also, the average travel time in the westbound direction was about one minute longer in both the AM and PM peak hours.

The delay experienced at the signalized intersections varied significantly between travel time runs. In general, the average traffic signal delay (in either direction) is significantly higher during the PM peak hour than during the AM peak hour. In the eastbound direction, relatively high signal delay was observed at 17th Avenue in the AM peak and at 35th and 47th Avenues in the PM peak. In the westbound direction, relatively high signal delay was observed at 47th Avenue in the AM peak and at 8th, 11th, 35th, and 47th Avenues in the PM peak.

Table 2. Travel Time Runs - Eastbound

Signalized Intersection Locations	AM Peak Hour - Signalized Delay (sec.)				PM Peak Hour – Signalized Delay (sec.)			
	Run 1	Run 2	Run 3	Average	Run 1	Run 2	Run 3	Average
65 th Avenue	0	24	0	8.0	0	29	38	22.3
47 th Avenue	0	0	25	8.3	46	67	64	59.0
35 th Avenue	11	0	0	3.7	91	36	19	48.7
17 th Avenue	22	29	18	23.0	0	25	32	19.0
11 th Avenue	23	0	11	11.3	24	0	15	13.0
8 th Avenue	0	0	0	0	0	0	0	0
Total Signalized Delay	56	53	54	54	161	157	168	162
Total Travel Time (min)	23.5	24.0	23.4	23.6	25.2	26.4	26.3	26.0

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Table 3. Travel Time Runs - Westbound

Signalized Intersection Locations	AM Peak Hour - Signalized Delay (sec.)				PM Peak Hour - Signalized Delay (sec.)			
	Run 1	Run 2	Run 3	Average	Run 1	Run 2	Run 3	Average
8 th Avenue	5	40	8	17.7	0	52	30	27.3
11 th Avenue	0	5	23	9.3	39	59	35	44.3
17 th Avenue	0	0	0	0	0	0	0	0
35 th Avenue	0	28	0	9.3	37	76	71	61.3
47 th Avenue	0	35	42	25.7	7	30	130	55.7
65 th Avenue	0	11	0	3.7	30	0	0	10.0
Total Signalized Delay	5	119	73	65	113	217	266	199
Total Travel Time (min)	23.3	25.3	25.1	24.6	25.0	28.4	27.8	27.1

The travel time values illustrated above serve as a benchmark to compare against future scenarios to gauge the effectiveness of improvements.

Accidents

In May 2002, a safety assessment was completed for the US 34 corridor between I-25 and WCR 55 in Kersey (Safety Assessment Report, Felsburg Holt & Ullevig, May 2002). The safety assessment was based on accident data compiled for the period, March 1, 1995 through February 29, 2000. In summary, there were 743 reported accidents with 37% (276 accidents) resulting in 443 injuries and approximately 1.6% (12 accidents) resulting in 15 fatalities.

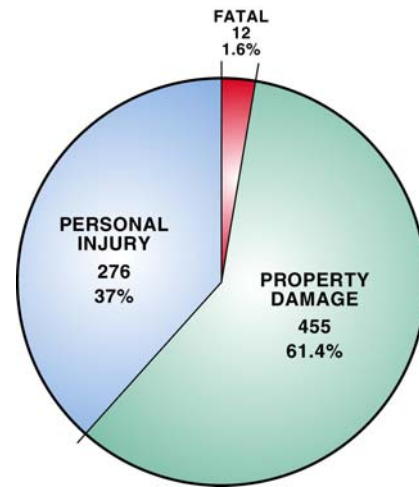


Figure 4. Corridor Accidents By Severity

Based on the safety assessment report, Figure 5 summarizes the five year accident history for the corridor. This figure presents accident rates by highway segment and identifies locations that have experienced a cluster of accidents. Generally, the accident rates by segment are less than one accident per million vehicle miles, except in the urbanized area of the corridor (65th Avenue to the US 85 interchange) where accidents rates are 1.27 and 2.40 accidents per million vehicle-miles of travel. These accident rates in both the rural and urban sections of the corridor are less than the statewide averages when compared with similar facilities.

Figure 5 also identifies twelve locations where accident records showed a cluster of accidents during the five year period. Accident types and issues at some of these locations are described in the following sections.



Five Year Accident Assessment

March 1, 1995 to February 29, 2000

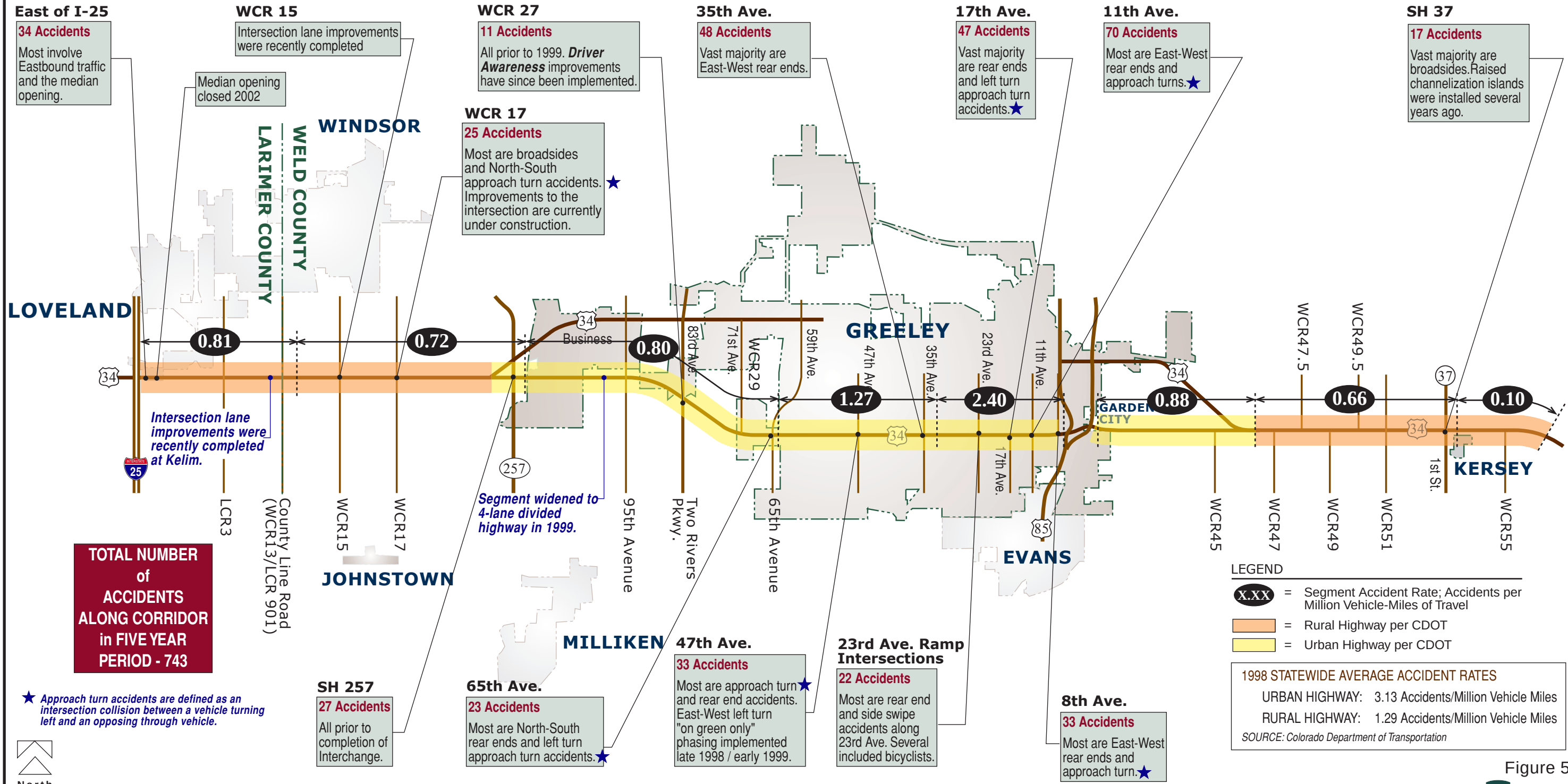


Figure 5





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- ♦ **Private Accesses Just East of I-25.** At this location there are three private accesses spaced approximately 100 feet apart on the south side of US 34 and a median opening located just east of these private accesses. The accident history shows that a majority of the accidents in this area are concentrated near the median opening involving vehicles making left or right-turns, or illegal u-turns. However, this median opening has been recently closed.
- ♦ **WCR 17.** Of the reported 25 accidents at this location, nearly 85% were either broadside or approach turn accidents. This accident history is likely related to a relatively high level of traffic on WCR 17 as compared to other public road intersections in the area and some sight distance issues related to the left turn lanes along US 34. Signalization, when warranted, would reduce broadside and approach turn accidents but would increase rear-end accidents.
- ♦ **Signalized Intersections in Greeley (65th, 47th, 35th, 17th and 11th).** The predominant accident types are rear-ends and approach turn at these intersections. These types of accidents are common at all signalized intersections. Rear-end accidents can be addressed with improve signal visibility, advanced signing and longer yellow phases. Approach turn accidents can be mitigated with protected-only signal phasing. All of the signalized intersections, except for 65th Avenue, have protected-only signal phasing for left turn movements on US 34. At some locations, the accident history shows a significant decrease in approach turn accidents with the implementation of protected-only signal phasing. On the other hand, protected-only signal phasing will increase overall intersection delay and increase travel time for through traffic on US 34.
- ♦ **SH 37 in Kersey.** Over the five year accident history, 17 accidents were reported at this location with 70 percent of those being broadside accidents. The safety assessment report indicated that the number of broadside accidents is higher than expected for this type of intersection. Improvements have recently been implemented to better define lanes. Signalization, when warranted, would reduce the occurrence of broadside accidents.



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4.0 FUTURE CONDITIONS

4.1 Land Use

Year 2025 has been used as the long term planning horizon. By this time, the population and employment in northern Colorado is expected to approximately double according to land use data used for the North Front Range Transportation Demand Model. More specifically, Greeley is also projected to experience a 95 percent increase in population and a 105 percent increase employment. The City of Loveland's population is anticipated to grow by 118 percent and the City's employment is expected to increase by 188 percent. The region, as a whole, is expected to grow significantly placing increased travel demands on the area's transportation facilities.

Specifically along US 34, a mix of commercial and residential developments are anticipated to take place by 2025. Just east of I-25, major commercial development is anticipated along both sides of the highway. The Millennium development is proposed on both sides of I-25 north of US 34 and south of Crossroads Boulevard within Loveland. Various types of commercial uses and residential developments for both single family and multi-family units are planned as part of the Millennium including a strong focus on technology. Up to 1,870 acres of development are anticipated once the Millennium is built out.

Relatively intense development is also possible along the south side of US 34 (just east of I-25) as the Thompson Crossing development within Johnstown. The planning for this development is on-going, but there is the potential for several million square feet of retail and office use to occur at Thompson Crossing. This development is planned to extend south approximately one mile, and land parcels removed from US 34 are planned to be more residential in nature.

Promontory Park, located along the north side of US 34 just east of SH 257, is another area expected to develop with relatively intense uses. Construction is well underway in this area, and approximately two million square feet of office development and nearly 1,500 dwelling units have been approved by the City of Greeley.

The City of Greeley is also growing to its west. Commercial development proposals are either being processed or have been approved by the City for properties located between 35th and 47th Avenues, the southwest corner of US 34 and 65th Avenue, and along the north side of US 34 at Two Rivers Parkway (83rd Avenue). Greeley is expected to continue its westward expansion with primarily non-residential uses along US 34.

East of 35th Avenue, Greeley, Evans, and Garden City are built up to US 34. A mix of retail and residential uses exist along the north side of US 34 whereas retail and other commercial uses exist along the south side of US 34 including the Greeley Mall. East of US 85, the nature of land use is quite different. The area is impacted by the South Platte River, and land uses are not anticipated to be as dense as they are west of US 85. Much of the land is anticipated to remain in an agricultural state through 2025 as far east as the Kersey town limits; however, it is possible that some of this land could develop before 2025. The Town of Kersey's comprehensive plans show the potential for significant growth with the population potential



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growing by an order of magnitude in the future. Industrial and commercial development is also being contemplated by the Town east of WCR 55.

This general land use information has been considered by the North Front Range Metropolitan Planning Organization (MPO) in development of the regional travel demand model, and employee and household figures have been developed and tabulated for specified Transportation Analysis Zones (TAZ's). The TAZ's along US 34 and the corresponding household and employee figures are shown in Figures 6a, b and c. As shown, the largest concentration of future employees along the corridor is in the first mile and half east of I-25 and at Promontory Park between SH 257 and 95th Avenue. Land use projections also show a large number of employees between 35th and 23rd Avenues. On the other hand, between LCR 3 and SH 257, projected employee numbers are very low. Household figures, as compared to the number of employees, are high between LCR 3 and SH 257 and between 47th and 35th Avenues. Also, household figures between SH 257 and 65th Avenue are significantly higher than the household figures projected for the area between I-25 and LCR 3.

The information shown in Figures 6a, b and c and the North Front Range modeling area as a whole, is the basis for the long term traffic forecasts discussed in the following section.

4.2 2025 Traffic Forecasts

As mentioned previously, the year 2025 was used as the long-term planning horizon in evaluating access for US 34. The primary source of the traffic forecasts was the North Front Range Travel Demand Model. Results from the Travel Demand Model were tempered with more precise information relative to uses along the US 34 corridor including land use plans, traffic impact studies, and the transportation plans of local jurisdictions. Daily, AM peak hour, and PM peak hour model results were used and adjustments were made to ensure that flow rates balanced between successive intersections. Figure 7 shows the projected daily, AM peak hour, and PM peak hour traffic volume forecasts along US 34.

In general, the traffic along US 34 is anticipated to more than double between I-25 and the US 34 Business interchange with over 80,000 vehicles per day (vpd) projected just east of I-25. This segment is expected to be the busiest segment along the corridor. East of the US 34 Business interchange to 35th Avenue, daily traffic projections range between 50,000 and 65,000 vpd. Between 35th Avenue and the US 85 interchange, the daily traffic projections drop to around 45,000 vpd. East of the US 85 interchange, daily traffic projections drop significantly ranging to 16,000 and 19,000 vpd and continue to decreasing to around 11,000 vpd east of Kersey.

Transportation Demand Model

Windsor 2025 Land Use Quantities

West Section

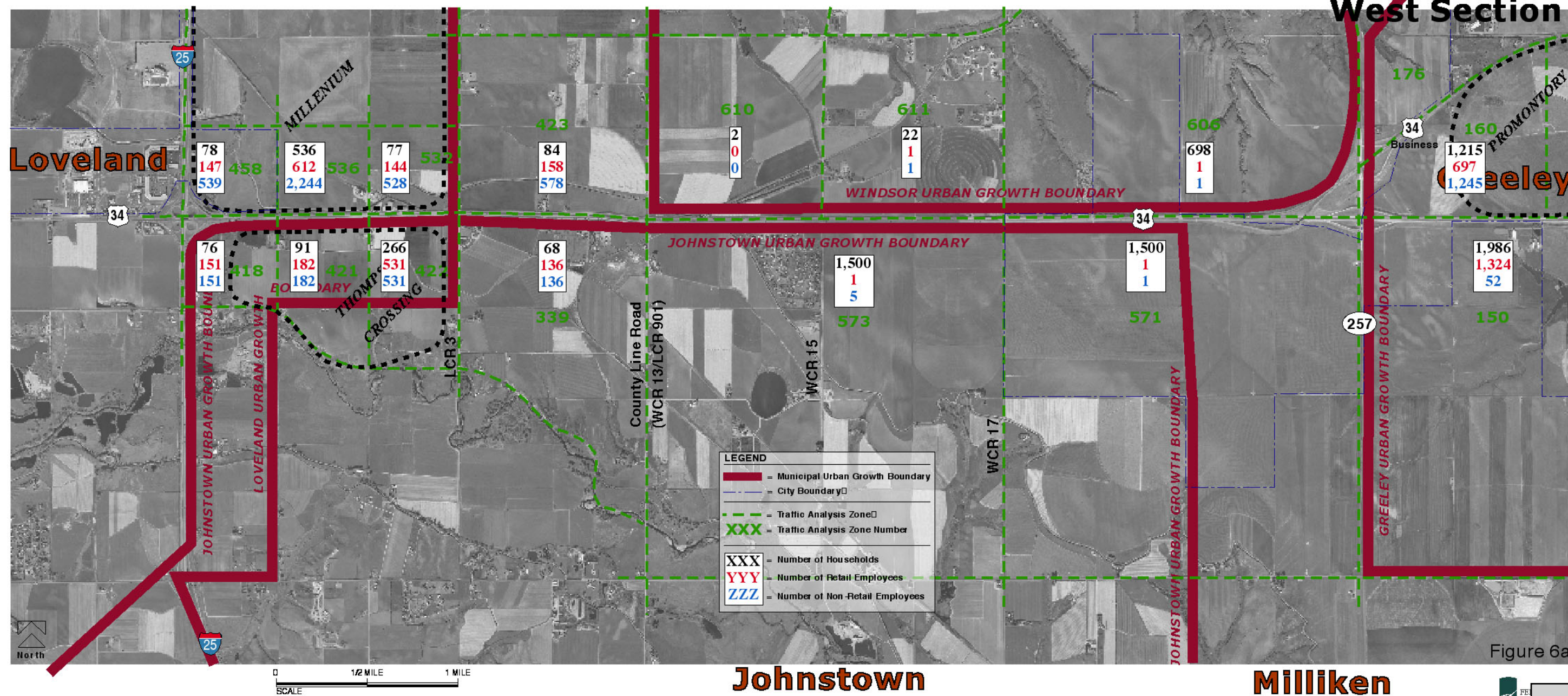


Figure 6a

Transportation Demand Model 2025 Land Use Quantities

Central Section

Greeley

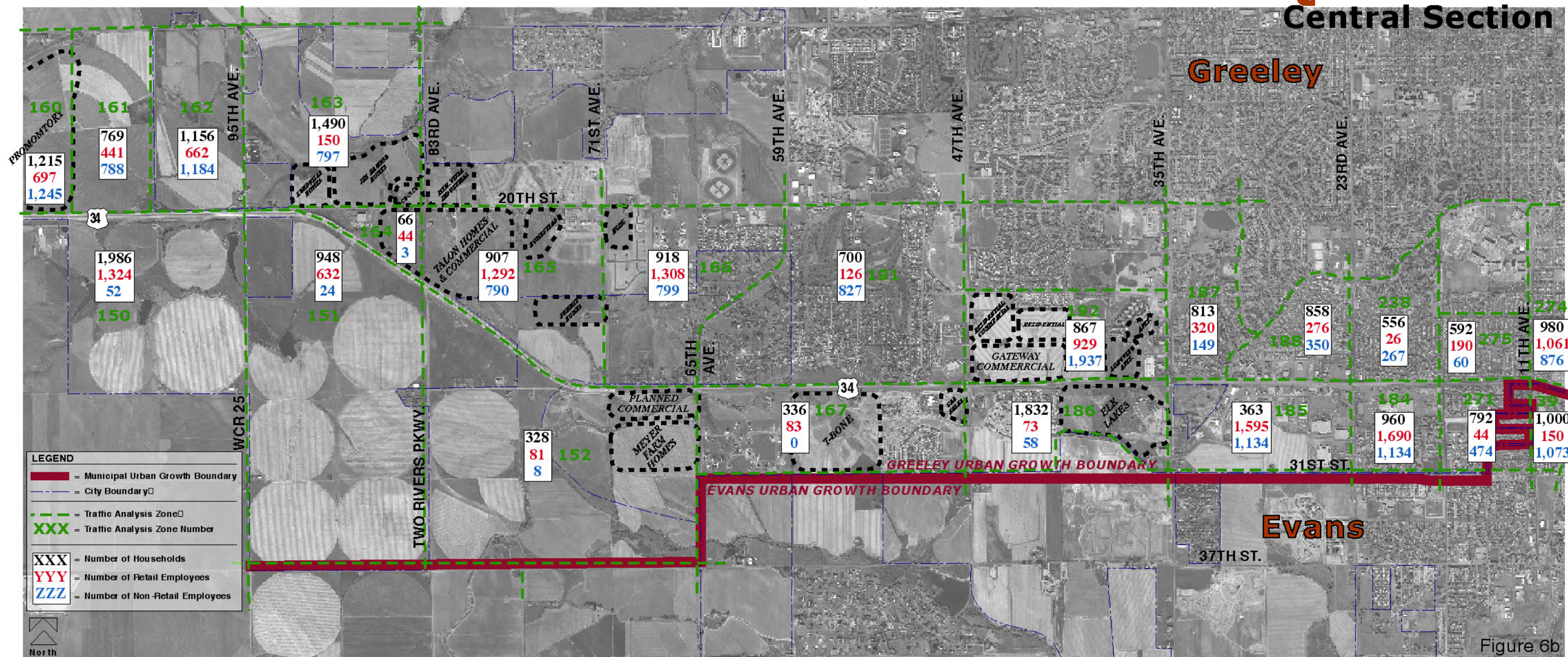


Figure 6b

0 1/2 MILE 1 MILE
SCALE

Transportation Demand Model 2025 Land Use Quantities

East Section

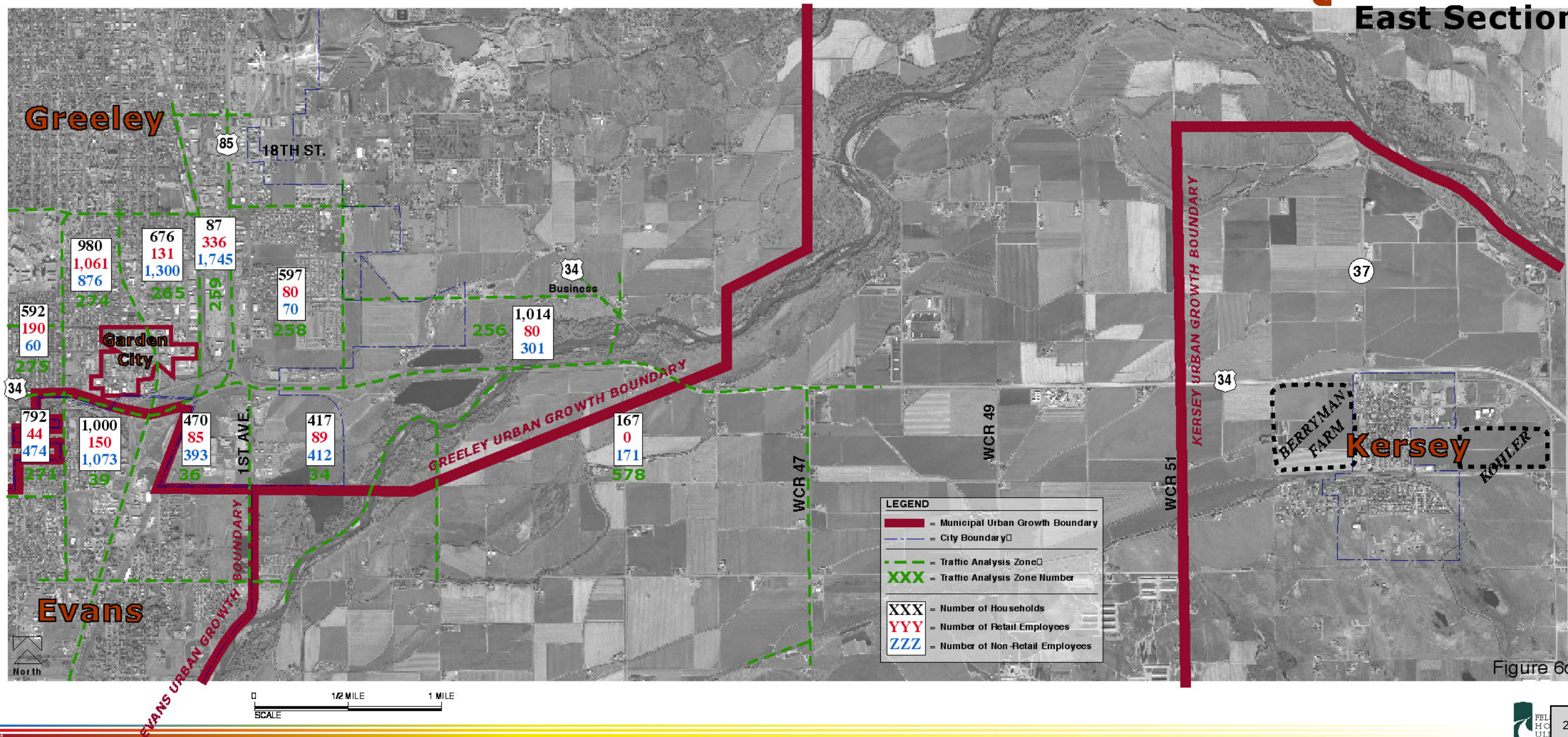


Figure 6c

Year 2025 Traffic Projections

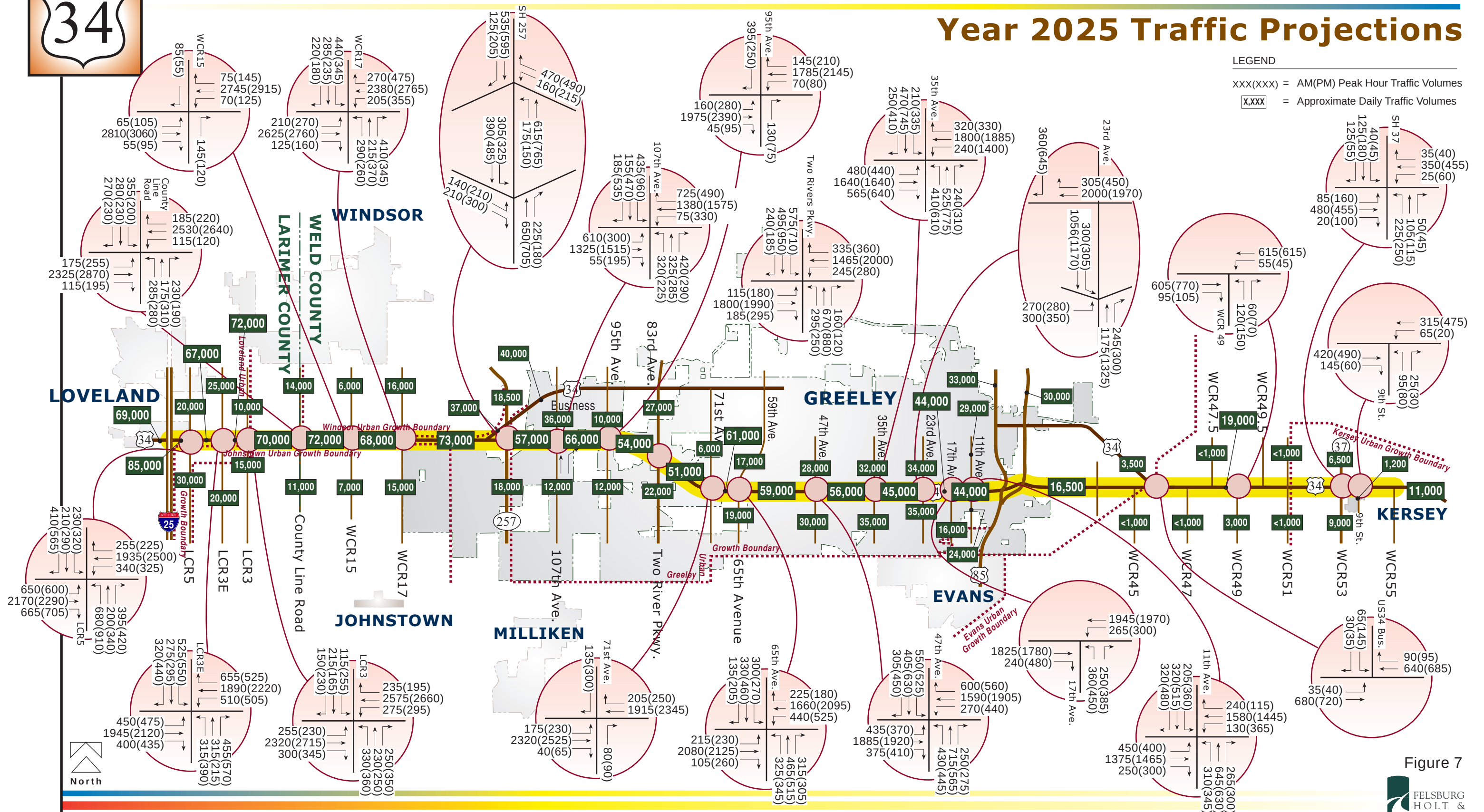


Figure 7



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Cross-street traffic projections are also shown in Figure 7. There are numerous cross-street facilities that are currently minor two-lane roadways today (some gravel) that are expected to carry a significant amount of traffic in the future. Examples include LCR 5 (which does not exist today), LCR 3E (also does not exist), County Line Road, WCR 17, and Two Rivers Parkway/83rd Avenue. Both LCR 5 and LCR 3E are expected to be some of the more heavily-traveled cross streets in the corridor with projected daily traffic volumes between 20,000 and 30,000 vpd. The heavier-traveled cross-streets today are expected to continue to carry significant traffic loadings; these facilities are within the urbanized area of Greeley and include 47th, 35th, 23rd, and 11th Avenues. For example, 47th, 35th and 23rd Avenues have projected daily traffic volumes exceeding 30,000 vpd. East of US 85 the more heavily-traveled cross streets will be US34 Business, WCR 49 and SH 37 / 1st Street in Kersey.

4.3 Traffic Operations

Based on the AM and PM peak hour traffic projections shown in Figure 7, future traffic operations were evaluated at both the signalized and unsignalized intersections. The results of the traffic operations analysis along with the anticipated 2025 roadway laneage are shown in Figure 8. For the analysis, it was assumed intersection geometry consisted of six lanes on US 34 between I-25 and US 85 and dual left turn lanes and exclusive right turn lanes on all approaches at signalized intersections.

It is anticipated given the 2025 projections and the anticipated lane geometry there will be a number of intersections that would operate at LOS E or F during the peak hours. LCR 5, LCR 3E, WCR 17, Two Rivers Parkway and 35th Avenue are all expected to experience LOS E or F conditions. LOS F conditions are expected at LCR 5 (AM and PM peak hour), Two Rivers Parkway (AM and PM peak hour) and 35th Avenue (PM peak hour).

Given the level of through traffic projected to be on US 34, turn movements at unsignalized intersections are also expected to experience poor levels of service. For example, between I-25 and US 85 most left turn movements to and from US 34 are anticipated to operate at LOS E or F during the PM peak hour. Turn movement operations are generally better during the AM peak hour. Between US 34 Business and Kersey, where through traffic on US 34 is lower, turn movements to and from US 34 are mostly LOS D or better.

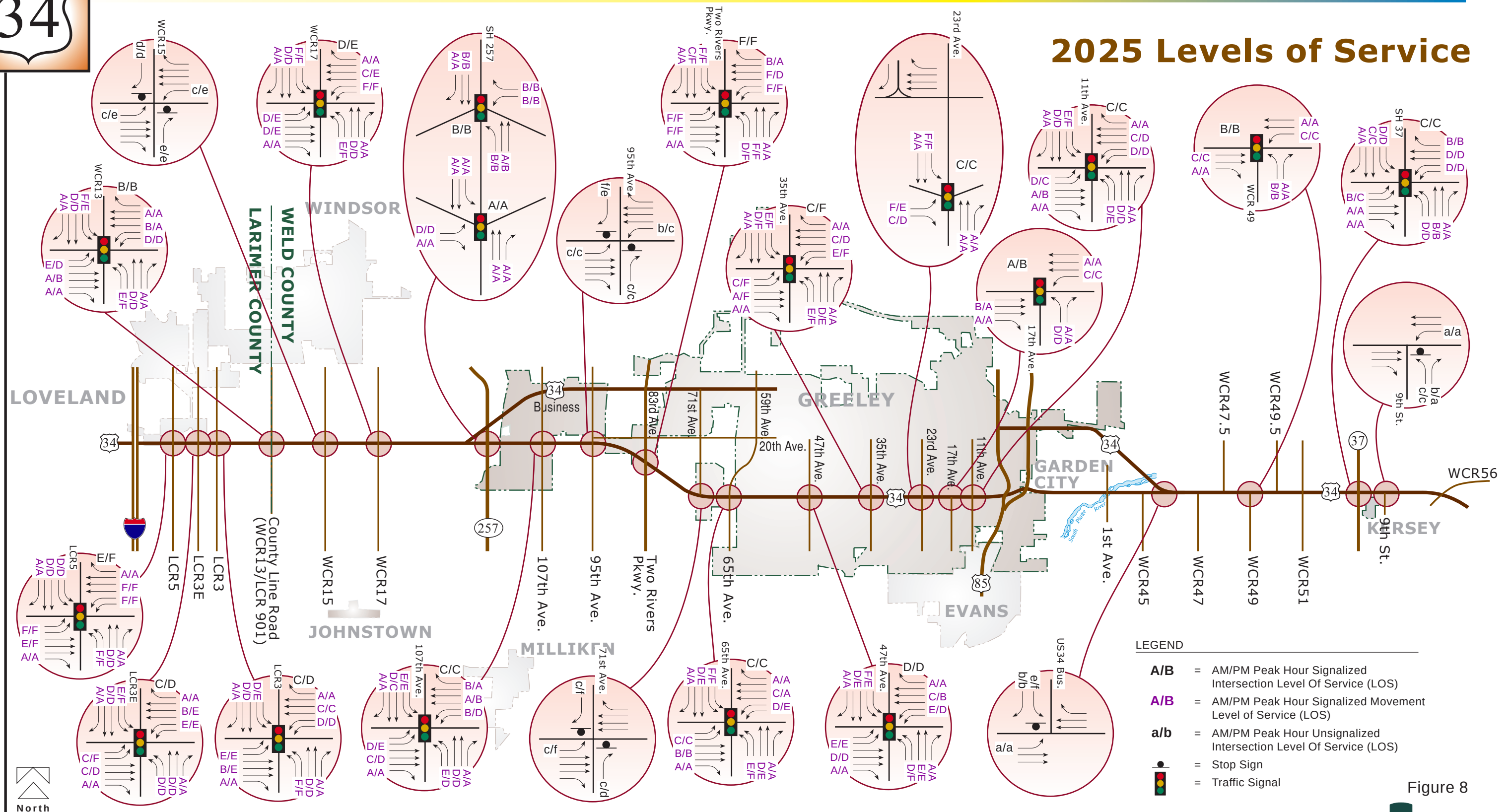


Figure 8

5.0 ACCESS CONTROL PLAN

This chapter presents the Access Control Plan which has been formulated through the considerable input of the Technical Advisory Committee, the Policy Committee and the public. After considering both existing and future conditions in the corridor, the plan defines how each access should be treated both in the interim and the ultimate time frames, and it provides cost estimates for the major recommended access improvements. The narrative included in this chapter has been divided into four corridor segments and is meant to serve as a summary of the key features of the plan, with particular emphasis on public road intersections. A detailed explanation of every access in the corridor is presented in Exhibit A of the Inter-Governmental Agreement (see Appendix E). The Interim and Ultimate Access Control Plans are also illustrated on aerial photographs in Appendices B and C, respectively.

Because the implementation of the Ultimate Access Control Plan will take many years, and because it is difficult to define funding levels within specific time frames, an Interim Access Control Plan has also been established. The Interim Access Control Plan is the likely step between existing conditions and implementation of the ultimate condition. Significant capital improvements (i.e. interchanges) are involved as part of the Ultimate Access Control Plan and many of the improvements would not be warranted for many years. As such, the Interim Access Control Plan defines access improvements that require significantly less funding (i.e. signalization, turn lanes) to accommodate growing traffic volumes along the corridor.

The Access Control Plan narratives presented in this section assume that auxiliary lane upgrades will be part of all improvements for at-grade intersections, whether they are signalized or not. There are some existing intersections in the corridor that have turn lanes with substandard lengths and widths. The Access Control Plan calls for turn lanes at all public road intersections to be improved to the standards established in the 1998 State Highway Access Code.

5.1 Planning Horizons

The development of the access control plan is geared to address access in relation to new developments that may be proposed along the corridor. It is recognized that development proposals will take place for many years. As such, this plan has been developed so as to incorporate (to the extent possible) potential long term conditions beyond the 20 to 25-year typical planning horizon characteristic of the long-term traffic forecasts. This version of the plan is referred to as the Ultimate Access Control Plan.

It is also recognized that certain plan elements cannot realistically be funded in a 20 to 25-year time frame, and that some of the costly access control pieces may need to be mitigated differently until such time that appropriate funding can be secured. These short-to-mid-term measures have been identified in the Interim Access Control Plan version of this effort. The intent is the interim plan elements would be implemented prior to ultimate plan elements, and that a gradual phasing from the interim plan to the ultimate plan would take place as conditions required and as funding became available. Because of the funding limitations, it is very likely



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that many of the interim plan elements would remain in place for many years before being replaced by ultimate plan elements (where the two plans are different)

5.2 Access Closure Characteristics

In the development of the Access Control Plan, it became evident that existing private accesses could be grouped into the following four characteristics:

- ♦ **Remove When Property Develops** – These accesses will remain in their current state until adjacent land is developed or redeveloped at which time they would be closed.
- ♦ **Remove at First Opportunity** – These accesses will be removed at the first logical opportunity such as a maintenance or construction project or any type of development/redevelopment of the property served by the access. Typically, these accesses serve land that will most likely not redevelop because the land may be a park, open space, undevelopable, alternative access is available or the land is already developed.
- ♦ **Illegal Access** – These accesses should have been removed through prior agreements but for some reason still exists. This type of access will be closed by CDOT immediately.
- ♦ **Emergency Access** – These accesses are necessary for emergency use only. It will continue to serve emergency uses until an alternative emergency access is provided.

5.3 Plan Segment Elements and Issues

I-25 to SH 257

This section of US 34 is within several local jurisdictions. Between I-25 and County Line Road (LCR 901/ WCR 13), adjacent land is either part of Loveland, Johnstown or Larimer County and between County Line Road (LCR 901/ WCR 13) and SH 257 local jurisdictions include Greeley, Johnstown, Windsor and Weld County. Existing development includes businesses in the vicinity of the I-25 frontage road, LCR 3E, the Community of Kelim, a salvage yard west of WCR 17 and a residential development at WCR 15. Undeveloped areas are fallow or used for agricultural purposes.

Future planned land uses along this segment include intense office, retail and residential uses.

- ♦ **I-25 Frontage Road (MP 96.48)** – This is an existing four-legged unsignalized intersection (see Figure B-1 and C-1). In the interim, turn movements will be restricted. Ultimately, the north side would be closed when property is redeveloped and the frontage road is re-aligned to the future LCR 5 alignment. The south side would be closed and the frontage road would be realigned into the proposed Thompson Crossing development.

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- ♦ **LCR 5 (MP 96.79)** – The Crossroads Boulevard study and current planning in the area has identified a new public road intersecting US 34 at the LCR 5 alignment (one-half mile east of I-25). To the north, LCR 5 swings slightly to the west and ties into Crossroads Boulevard at the re-aligned I-25 frontage road. To the south, LCR 5 will extend into the proposed Thompson Crossing development and tie into the re-aligned I-25 frontage road. The new intersection with US 34 will be constructed in accordance with the current Access Code standards. In the interim, this new intersection will be full movement and signalized. The ultimate access configuration at LCR 5 depends on the reconstruction of the I-25 / US 34 interchange which would likely include fly-over ramps to/from east US 34. These ramps' proximity to LCR 5 would preclude signalization of the US 34 / LCR 5 intersection. However, there is a strong desire by land owners, developers and local jurisdictions to maintain full movement capability at LCR 5 in the ultimate planning horizon. Therefore, in order to ensure full movement capability at LCR 5, the Ultimate Access Control Plan shows a grade-separated interchange (see Figure C-1) planned at LCR 5. This interchange's west ramps will need to be grade-separated or "braided" with the future I-25 ramps. The east ramps will be integrated with the LCR 3E interchange into a "Split Diamond" configuration. Land reservations are necessary to accommodate the "braided ramps" and the one-way collector-distributor "ramp" roads between LCR 5 and LCR 3E.

Due to the proximity of LCR 5 to I-25, a grade-separated interchange at LCR 5 would need to be built prior to or concurrent with the future I-25/US 34 reconstructed interchange. As a result, CDOT, local jurisdictions and developers agreed to add language to the Ultimate Access Control Plan to clarify the potential removal of the interim traffic signal at LCR 5 and that funding sources other than CDOT may be necessary for the LCR 5 interchange.

- ♦ **LCR 3E (MP 97.28)** – The Crossroads Boulevard study and current planning in the area has identified a new public road intersecting US 34 at the LCR 3E alignment (one mile east of I-25). To the north, the LCR 3E alignment would swing west and intersect Crossroads Boulevard at the LCR 5 alignment. To the south, LCR 3E would be integrated into the proposed Thompson Crossing development, where it would connect with an east-west roadway to LCR 3. In the interim, this intersection will be signalized when warranted for capacity or safety reasons. An industrial use is planned on the vacant land in the northwest corner. This development alone will not likely warrant signalization, but future development related to Thompson Crossing on the south side of US 34 could drive the need to signalize LCR 3E even before the LCR 3E roadway is built from US 34 to the north beyond the industrial uses property line. The construction of LCR 3E to the north will require a railroad grade separation which would require the industrial use to reconfigure their access to LCR 3E. As with LCR 5, there is a strong desire to ultimately provide an interchange at LCR 3E given its central location relative to future development between I-25 and LCR 3. Given LCR 3E's proximity to LCR 5, the LCR 3E interchange would be integrated with the LCR 5 interchange into a "Split Diamond" configuration (see Figure C-1). The "Split Diamond" configuration would require land reservations for the ramps at LCR 3E and the one-way collector-distributor "ramp" roads between LCR 3E and LCR 5. Additional land reservations would be needed for ramps to/from the east and would likely require purchasing of property in the northeast corner.



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- ♦ **UP Railroad Crossing (MP 97.64)** – Currently this rail crossing experiences about two trains a day. In the interim this crossing will remain. Ultimately, a grade separation may be provided with US 34 elevated over the railroad. If the railroad classification is not upgraded, this crossing may remain at-grade. If an overpass is constructed, it would eliminate accesses for the properties on the north side of US 34 east of LCR 3E. The only opportunity for alternative access is to the west via LCR 3E, which would require the provision of cross access through the adjacent businesses (see Figure C-1). In the event this overpass is constructed (prior to LCR 3 interchange) serious consideration should be given to also construct the LCR 3 interchange given their close proximity and associated impact to the LCR 3 vertical alignment.
- ♦ **LCR 3 (MP 97.79)** – This four-legged intersection currently functions as a full movement, unsignalized intersection. In the interim, this intersection will be signalized when warranted for safety or traffic reasons (see Figure B-1). Ultimately, LCR 3 will be grade-separated with US 34 and, consequently, the railroad. Right-in/right-out accesses east of LCR 3 and on both sides of US 34 will allow full movement access to/from US 34 (see Figure C-1). If this interchange is constructed land reservations would be required east of LCR 3 to accommodate the right-in/right-out accesses and the connecting roadways to LCR 3. The intersections of the connecting roadways and LCR 3 would be signalized. The ultimate grade-separated interchange should allow for the possibility of a US 34 overpass across the railroad.
- ♦ **County Line Road (LCR 901/WCR 13) (MP 98.83)** – This four-legged intersection is currently full movement and unsignalized. In the interim, it will be signalized when warranted for traffic or safety reasons (see Figure B-2). Also, the frontage road serving Kelim will be re-aligned to the south to provide some stacking distance for vehicles turning onto US 34. County Line Road has significant continuity extending from SH 14 to E-470 (as Colorado Blvd.) in Thornton and has been identified as a Strategic Corridor by Weld County. Therefore, as land develops sufficient right-of-way should be reserved so that a diamond interchange ultimately could be built at this location. Figure C-2 illustrates this interchange which includes at least one grade separation with the Great Western Railroad, one possibly to the south on County Line Road and possibly one to the east on US 34. Also, the frontage road serving Kelim would be shifted to the south to provide sufficient intersection spacing between the ramps and the frontage road along County Line Road.
- ♦ **Great Western Railroad Crossing (MP 99.09)** - Currently this rail crossing experiences about two trains a day. In the interim this crossing will remain. Ultimately, a grade separation may be provided with US 34 elevated over the railroad. If this is constructed, coordination with a potential interchange at County Line Road will be necessary.



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- ♦ **WCR 15 (MP 99.81)** – This four-legged intersection is currently full movement and unsignalized. In the interim, this intersection will continue to function as a full movement, unsignalized intersection (See Figure B-2). Ultimately, this intersection would be modified to function as a $\frac{3}{4}$ movement intersection meaning that left turns from US 34 would be allowed but through and left turns from WCR 15 would be prohibited. The $\frac{3}{4}$ movement restriction would be contingent on establishing cross access between County Line Road and WCR 15 (See Figure C-2).
- ♦ **WCR 17 (MP 100.87)** – This four-legged intersection is currently full movement and unsignalized. It will be signalized when it is warranted for traffic or safety reasons (see Figure B-2). As land develops sufficient right-of-way should be reserved (see Figure 8) so that a diamond interchange ultimately could be built at this location (see Figure C-2).
- ♦ **Private Drive Accesses** – In this section there are 40 private drive accesses that primarily serve as field accesses. Thirty-eight of the 40 private drive accesses will be removed when property redevelops. The two remaining private drive accesses currently serve the Kelim area and will remain open but turn movements will be restricted at these intersections. Also, in this section there are six median openings, of which all will ultimately be closed.

SH 257 to 71st Avenue

This section of US 34 serves currently undeveloped portions of the City of Greeley. Most adjacent land is undeveloped but is planned to eventually develop into commercial and residential uses. In fact, there are several developments on the north side of US 34 that are currently under construction or have been approved by the City of Greeley. Traffic volumes on all intersecting roadways are projected to increase significantly because of continued growth along the US 34 corridor and in the region.

- ♦ **Promontory Parkway/107th Avenue (MP 103.79)** – This “T” intersection is currently full movement and unsignalized. A private drive on the south side of US 34 has access at the intersection. In the interim, this intersection will be signalized when it is warranted for traffic or safety reasons (see Figure B-3). As land develops, sufficient right-of-way should be reserved (see Figure 8) on the north and south sides of US 34 so that ultimately a diamond interchange could be built at this location (see Figure C-3).
- ♦ **95th Avenue (MP 104.77)** – This four-legged intersection is currently full movement and unsignalized. Currently, 20th Street intersects 95th Avenue just north of US 34. As land develops in the northeast corner of 20th Street and 95th Avenue, 20th Street will be re-aligned to intersect 95th Avenue further to the north (see Figure B-3). In the interim, this intersection will continue to be full movement and unsignalized with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems. Ultimately, this intersection will be converted to a $\frac{3}{4}$ configuration in the future (See Figure C-3).

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The conversion of 95th Avenue from full-movement to $\frac{3}{4}$ configuration should not take place until a viable alternatives are available for the minor street left turn movements. 20th Street will provide the necessary alternative service for the southbound to eastbound left turn movement with minimal out-of-direction travel for affected motorists. A new roadway connection along the south side of US 34 will need to be established between Promontory Parkway and 95th Avenue (as the viable alternative) before the northbound to westbound left turn movement restriction should be implemented. This restriction will force these minor left turn movements to either the Promontory Parkway or Two-Rivers Parkway intersections which will be properly designed to accommodate higher volumes of traffic.

- ♦ **Two Rivers Parkway/83rd Avenue (MP 105.91)** – This four-legged intersection is currently full movement and unsignalized. Two Rivers Parkway has been identified by Weld County as a Strategic Corridor and is ultimately planned to be continuous from US 85 to SH 14. Given the significance of Two Rivers Parkway to the North Front Range region, this intersection is expected to be a major intersection in the future. Therefore, in the interim Two Rivers Parkway will be signalized when warranted for traffic or safety reasons (see Figure B-4) along with improvements to left and right turn lanes in accordance with the current Access Code. Ultimately, a diamond interchange is planned at Two Rivers Parkway (see Figure C-4), therefore as land develops, sufficient right-of-way (see Figure 8) should be reserved on the south side of US 34. The City of Greeley is currently working with developers on the north side to reserve land for a future diamond interchange.
- ♦ **71st Avenue/WCR 29 (MP 107.10)** – This four-legged intersection is currently full movement and unsignalized. On the south side a public from the west and a private drive intersect US 34 at the 71st Avenue alignment. Current development plans for the land south of US 34 between 65th and 71st Avenues show a new public road west from 65th Avenue intersecting US 34 at 71st Avenue. With this new public road, the existing public road from the west would likely access the new public road and the private drive would be closed. Also, when constructed the new public road would only be allowed right-in/right access. In the interim, 71st Avenue from the north would be converted to a $\frac{3}{4}$ configuration to address safety and traffic volume problems (see Figure B-4). A $\frac{3}{4}$ configuration for the north side would be maintained in the ultimate condition, but the frontage road intersection on 71st Avenue (just north of US 34) would be converted to a right-in / right-out configuration (see Figure C-4) to address safety and volume problems associated with two closely spaced intersections.

The difference in the access restriction between the north side and south side of the highway is due to the physical nature of the highway and the existing development in the immediate area. The left turn from US 34 to the cross-street will be allowed on the north side but restricted on the south side. This south side restriction is due to the fact that a grade-separated interchange is planned at 65th Avenue one-half mile to the east, and the westbound on-ramp will extend to within approximately one-quarter mile of 71st Avenue. This has the potential of introducing a weave movement along westbound US 34 involving on-ramp traffic at 71st Avenue turning left onto 71st Avenue (if the movement is allowed). This movement would require three lane changes within one-quarter of a mile and four lane changes if US 34 is widened to six lanes. Further, concerns have been raised by the

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members of Technical Advisory Committee and the Policy Committee regarding available sight distance that a westbound to southbound left turn movement driver would be provided in light of the curvature of US 34 west of 71st Avenue.

As such, the plan shows only a right-in/right-out along the south side. Motorists would have viable options through using the 65th Avenue or the Two-Rivers Parkway intersection. A roadway connection between 71st Avenue and 65th Avenue along the south side of US 34 will be critical for this configuration to properly function; WCR 56 serves as the southerly connection to Two-Rivers Parkway.

- ♦ **Private Drive Accesses** – In this section, there are a total of 20 private drive access points which primarily serve fields. Four accesses will be removed at the first opportunity while the remaining 16 will be removed when property re-develops.

65th Avenue to US 85 Interchange

This section of US 34 serves the currently developed portions of the City of Greeley. Between 65th and 35th Avenues, there are significant tracts of undeveloped land that are expected to develop with commercial and residential uses. Between 35th Avenue and the US 85 interchange, most of the land is built out and major changes in land use are not expected.

- ♦ **65th Avenue (MP 107.61)** – This four-legged intersection is currently signalized. In the interim, this intersection will remain a signalized intersection (see Figure B-4) with improvements to left and right turn lanes in accordance with the current Access Code to address future capacity and safety problems. Ultimately, a diamond interchange is planned at this intersection (see Figure C-4). Given existing and future development, a tight diamond interchange configuration is necessary to limit the impact to existing development. On the north side of US 34, a number of properties will need to be purchased to accommodate interchange ramps and the re-alignment of the frontage road. In addition, the frontage road on the east side will need to be closed and diverted north into the existing neighborhoods. On the south side of US 34, the developer on the west side of 65th Avenue has agreed to dedicate land for the future interchange ramp while on the east side of 65th Avenue sufficient right-of-way needs to be reserved when the vacant land redevelops.
- ♦ **47th Avenue (MP 109.11)** – This four-legged intersection is currently signalized. In the interim, this intersection will remain a signalized intersection (see Figure B-5) with improvements to left and right turn lanes in accordance with the current Access Code to address future capacity and safety problems. Right-of-way has been reserved on both sides of US 34 for an interchange. Ultimately, a diamond interchange is planned at this intersection (see Figure C-5). This interchange is included in the NFR's 2025 Fiscally Constrained Transportation Plan.



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- ♦ **35th Avenue (MP 110.23)** - This four-legged intersection is currently signalized. In the interim, this intersection will remain a signalized intersection (see Figure B-5) with improvements to left and right turn lanes in accordance with the current Access Code to address future capacity and safety problems. Right-of-way has been reserved on both sides of US 34 for an interchange. Ultimately, a partial cloverleaf interchange is planned at this intersection with the realignment of a frontage road located east of 35th Avenue on the north side of US 34 (see Figure C-5). This interchange is included in the NFR's 2025 Fiscally Constrained Transportation Plan.
- ♦ **23rd Avenue (MP 111.23)** – This is an existing interchange. Both the Interim and the Ultimate Plans identify no improvements to US 34 at the interchange. However, the City of Greeley recently completed a 23rd Avenue corridor study which recommended several improvements related to the interchange (23rd Avenue Corridor Study, Transystems Corporations, February 2000). These improvements include widening of the eastbound off-ramp to accommodate an eastbound right turn lane, provide dual left turn lanes at the eastbound on-ramp, widen 23rd Avenue to accommodate dual left turn lanes at 27th Street and re-stripe 27th Street to accommodate three eastbound approach lanes. These improvements are planned to be gradually implemented as the City of Greeley deems necessary.
- ♦ **17th Avenue (MP 111.74)** – This “T” intersection is currently signalized. In both the Interim and Ultimate Plans (see Figures B-6 and C-6, respectively), this intersection will remain as a signalized “T” with improvements to left and right turn lanes in accordance with the current Access Code to address future capacity and safety problems.
- ♦ **11th Avenue (MP 112.23)** – This four-legged intersection is currently signalized. In both the Interim and Ultimate Plans (see Figures B-6 and C-6, respectively), this intersection will remain signalized with improvements to left and right turn lanes in accordance with the current Access Code to address future capacity and safety problems. However, additional right-of-way is needed to provide any additional turn lanes at this intersection.
- ♦ **Private Drive Accesses** – In this section, there are a total of 20 private drive access points which primarily serve fields but some serve single family residences while others are used for emergency access. Thirteen accesses will be removed when property redevelops, five will be removed at the first opportunity, one will remain to serve a single family residence and one will remain to serve as emergency access. Also, there are six median openings in this section of which four will be closed and two will remain open. The one median opening to remain open is for a single family residence located east of 65th Avenue on the north side of US 34 and the other median opening to remain open is located west of 35th Avenue and is utilized by CDOT maintenance crews as a turn around.

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US 85 Interchange to WCR 55 in Kersey

This is a rural section of US 34 in Weld County between the City of Greeley and the Town of Kersey. The Greeley urban growth boundary extends to about WCR 47. The primary land use is agriculture, with scattered residences to serve this use. In the Town of Kersey, town streets intersect US 34 approximately every ½ mile. Currently, changes in land use are not specifically planned except on the outskirts of Greeley along US 34 Business and in the Town of Kersey where several development additions are expected.

- ♦ **East 27th Street/East 28th Street (MP 113.82)** – This four-legged intersection is full movement and unsignalized. In the future, Balsam Avenue is expected to be extended south to tie into US 34 (see Figure B-6 or C-6). In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems. Ultimately, this intersection will be converted to two ¾ configurations once signalization is warranted.
- ♦ **WCR 45 (MP 115.20)** – This “T” intersection (from the south) is currently full movement and unsignalized. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Ultimately, this intersection will be converted to a right-in / right-out configuration once property redevelops and a connection is provided to access the US 34 Business intersection (see Figure C-7).
- ♦ **US 34 Business Route (MP 115.41)** – This “T” intersection (from the north) is currently full movement and unsignalized. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Ultimately, this intersection will be signalized when warranted for traffic or safety reasons (see Figure C-7). A connection to the south from WCR 45 may be incorporated into the intersection as well.
- ♦ **WCR 45.5 (MP 115.74)** – This “T” intersection is currently full movement and unsignalized. A private drive on the north side of US 34 has access at the intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Ultimately, this intersection will be converted to a ¾ configuration when the property redevelops and cross access is available to either the US 34 Business intersection or to WCR 49 (see Figure C-7). The private drive on the north side will also become a ¾ access.



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- ♦ **WCR 47 (MP 116.25)** – This “T” intersection is currently full movement and unsignalized. A private drive on the north side of US 34 has access at the intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Ultimately, this intersection will be converted to a $\frac{3}{4}$ configuration when the property redevelops and cross access is available to either the US 34 Business intersection or to WCR 49 (see Figure C-7). The private drive on the north side will also become a $\frac{3}{4}$ access.
- ♦ **WCR 47.5 (MP 116.74)** – This “T” intersection is currently full movement and unsignalized. A private drive on the south side of US 34 has access at the intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Ultimately, this intersection will be converted to a $\frac{3}{4}$ configuration when the property redevelops and cross access is available to WCR 49 (see Figure C-7). The private drive on the south side will also become a $\frac{3}{4}$ access.
- ♦ **WCR 49 (MP 117.25)** – This “T” intersection is currently full movement and unsignalized. A private drive on the north side of US 34 has access at the intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Since WCR 49 is a significant roadway in this part of the region (as it is continuous from I-76 to US 34), it will ultimately be signalized when warranted for traffic or safety reasons (see Figure C-7).
- ♦ **WCR 49.5 (MP 117.74)** – This T” is currently full movement and unsignalized. A private drive on the south side of US 34 has access at the intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-7). Ultimately, this intersection will convert to a $\frac{3}{4}$ configuration when the property redevelops and cross access is available to WCR 49 (see Figure C-7). The private drive on the south side will also become a $\frac{3}{4}$ access.
- ♦ **WCR 51 (MP 118.20)** – This four legged intersection is currently full movement and unsignalized. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-8). WCR 51 is the western edge of the Town of Kersey and this intersection ultimately will be signalized when warranted for traffic or safety reasons (see Figure C-8).
- ♦ **New Public Road (MP 118.44)** – A quarter mile east of WCR 51, a new public road intersection is planned on the south side of US 34. This new road will be constructed in accordance with current Access Code standards and will serve future development on the south side of US 34. In both the Interim and Ultimate Plans, this new public road will be a right-in / right-out only (see Figures B-8 and C-8, respectively).



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- ♦ **Kersey Business Route (MP 118.86)** – This existing public road accesses US 34 on the south side at an oblique angle. This intersection currently functions as a one-way “exit ramp” movement, unsignalized intersection. Improving the “one-way” movement enforcement will be necessary to address safety concerns. In both the Interim and Ultimate Plans, this intersection will continue to function as it does today (see Figures B-8 and C-8, respectively).
- ♦ **SH 37/1st Street (MP 119.17)** – This four-legged intersection is currently full movement and unsignalized. In the interim, this intersection will be signalized when warranted for traffic and safety reasons (see Figure B-8) along with improvements to left and right turn lanes in accordance with the current Access Code. Ultimately, this intersection will remain signalized with necessary turn lane improvements to address traffic and safety issues (see Figure C-8).
- ♦ **9th Street (MP 119.69)** – This “T” intersection is currently full movement and unsignalized. A private drive on the north side of US 34 has access at the intersection. This intersection serves as the primary highway access for a school complex that serves a large area within Weld County. As a result, there is a significant amount of school bus activity at 9th Street and it is the Town’s desire to focus bus activity at 9th Street rather than buses interacting with Town traffic to the west and future industrial traffic to the east. Therefore, in the interim, 9th Street will continue to function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-8). Ultimately, signalization will be allowed once it is warranted for traffic or safety reasons and a connection from the north will also be allowed (see Figure C-8).
- ♦ **WCR 56 / WCR 55 (MP 120.02)** – This four-legged intersection is located on the highway curve and currently is full movement and unsignalized. WCR 56 which runs east-west intersects US 34 at an oblique angle on the north side while WCR 55 intersects US 34 from the south (see Figure B-8). In the interim, this intersection will function as a full movement, unsignalized intersection with improvements to left and right turn lanes in accordance with the current Access Code to address future traffic and safety problems (see Figure B-8). Ultimately, this intersection will be closed and relocated approximately a quarter mile to the east (see Figure C-8).
- ♦ **New WCR 56 / WCR 55 Intersection (MP 120.22)** – In the interim, this new public road intersection does not exist. In the Ultimate Plan (see Figure C-8) this new public road intersection replaces the existing WCR 56 / WCR 55 intersection. This new intersection will be constructed in accordance with current Access Code standards and would be allowed to function as a full movement signalized intersection once it is warranted for traffic or safety reasons. Signalization would be allowed when warranted.
- ♦ **Private Drive Accesses** - In this section, there are a total of 43 private drive accesses which primarily serve fields, residences and agricultural related land uses. Most of these private drive accesses will be closed when properties redevelop. There are six private drive accesses that will be closed at the first opportunity, five that will remain open since they align with a public road intersection, and one that will remain open for emergency purposes only.



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5.4 Interchange Alternatives Analysis

Interchange Alternative Analysis

A total of nine interchanges were recommended in the Ultimate Access Control Plan. An interchange alternatives analysis was conducted at each location to compare different interchange configurations based on traffic operations, impact to existing and future development, constructability, right-of-way needs and other criteria specific to each location. However, this alternatives analysis does not supercede the CDOT 1601 process but can be used as a starting point for that process. As outlined by the 1601 Policy Directive, any new interchange along the US 34 corridor would be required to prepare system and project level feasibility studies to be approved by the Transportation Commission. In addition, the 1601 process requires environmental studies and appropriate documentation of environmental, social and economic effects of the proposed interchange.

The following sections describe the alternatives evaluated at the interchange locations and the reasoning behind the selection of the recommended alternatives illustrated in the Ultimate Access Control Plan (Appendix C).

Larimer County Road 5

Currently, this intersection does not exist but previous planning efforts in the area have identified a new roadway intersecting US 34 at the LCR 5 alignment. Planning efforts in this area have assumed that LCR 5 would be a full movement signalized intersection. However, previous planning efforts have not considered that the reconstruction of the I-25 / US 34 interchange and its fly-over ramps could preclude the ability to maintain a full movement signalized intersection at LCR 5. Until an I-25 / US 34 interchange feasibility study is conducted, it is unknown whether LCR 5 would remain a signalized intersection in the future. If the interchange feasibility study shows that signalization of LCR 5 cannot be maintained, then the LCR 5 connection to US 34 would be closed.

Both the local jurisdictions and the development community are opposed to eliminating the LCR 5 connection to US 34 because development plans have been based on ultimately maintaining full movement capability at LCR 5. Therefore, to recognize the possibility that maintaining signalization of LCR 5 in the future may not be possible, an interchange concept was developed for LCR 5. In the Ultimate Access Control Plan, this interchange would be a split diamond configuration with LCR 3E. The east ramps would be at LCR 3E with one-way collector-distributors roads connecting these ramps to LCR 5. The west ramps would be “braided” with the I-25 / US 34 interchange east ramps. The layout of the LCR 5 interchange is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.



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Larimer County Road 3E

Currently, this intersection does not exist but previous planning efforts in the area have identified a new roadway intersecting US 34 at the LCR 3E alignment. Interchange configurations were developed with the intent to minimize the impact to existing property on the north side of US 34 while property owners on the south side (i.e. Thompson Crossing) agreed to set aside land for a future interchange at the LCR 3E location. Six interchange alternatives were developed at LCR 3E. These configurations are illustrated in Appendix D and are described as follows:

- ♦ **Alternative 1 – Tight Diamond.** The westbound ramps are shifted south as close to US 34 as possible which minimizes the impact to existing development. Access to north side properties is via driveways on LCR 3E.
- ♦ **Alternative 2 – Single Point Urban.** A variation of the traditional single point urban interchange with all ramps tying into one intersection located on the south side of US 34, which minimizes the impact to existing development.
- ♦ **Alternative 3 – Offset Right-in/Right-out.** LCR 3E is shifted to the west to provide more spacing between the railroad to the north and US 34. The westbound ramps are all west of LCR 3E and access to the properties is shared via one driveway aligned with the ramp intersection.
- ♦ **Alternative 4 – Diamond Offset to the West.** LCR 3E is shifted to the west approximately 500 feet and a traditional diamond interchange is provided at the shifted cross street location. Access to properties is via a shared driveway.
- ♦ **Alternative 5 – Diamond Significant Offset to the West.** LCR 3E is shifted approximately 1,000 feet west of the existing LCR 3E alignment to eliminate most impact to the existing development on the north side of US 34. At the LCR 3E crossing of US 34 a traditional diamond interchange is provided. Access to properties is via a shared driveway. This alternative would preclude the ability to maintain a full movement signalized intersection at LCR 5.
- ♦ **Alternative 6 – Diamond with Roundabout.** The westbound ramps and driveways serving existing property would all tie into a roundabout on the north side of US 34.

Alternative 2 was eliminated due to cost and because it was not consistent with other interchange configurations planned along the corridor. Alternatives 3 and 4 were not further considered because of their significant impact to existing development on the north side of US 34. Alternative 5 was initially the preferred alternative but was eliminated because it would preclude the ability to maintain a full movement signalized intersection at LCR 5 and in the interim there would be inefficient ¼ mile signal spacing between LCR 3E and LCR 5. Alternative 6 was eliminated because operational analyses with 2025 traffic projections indicated that the roundabout would begin to fail.

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Alternative 1 was the preferred configuration and was recommended to be incorporated into a split diamond concept with LCR 5. This split diamond concept is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.

Larimer County Road 3

A Union Pacific railroad line has at-grade crossings on US 34 and on LCR 3 and these crossings limit and complicate interchange configurations at LCR 3. Due to the close proximity of these crossings to the US 34 / LCR 3 intersection, most interchange configurations at LCR 3 need to include a railroad grade separation for each crossing (although the US 34 railroad crossing may remain at-grade if the railroad classification is not upgraded). A total of four interchange configurations were evaluated at LCR 3 with each one involving the re-alignment of the Kelim frontage road to the south. These four configurations are illustrated in Appendix D and are described as follows:

- ♦ **Alternative 1 – Diamond.** A traditional diamond configuration with the eastbound ramps south of the LCR 3 railroad crossing. The potential US 34 grade separation with the railroad would need to accommodate the westbound on-ramp.
- ♦ **Alternative 2 – Compressed Diamond.** A traditional diamond configuration with the eastbound ramps positioned between the railroad and US 34. The potential US 34 grade separation with the railroad would need to accommodate both the westbound on-ramp and the eastbound off-ramp.
- ♦ **Alternative 3 – Partial Single Point Urban.** All but the eastbound off-ramp would be tied into one intersection on the north side of US 34. The potential US 34 grade separation with the railroad would need to accommodate the westbound on-ramp.
- ♦ **Alternative 4 – Diamond Offset to the East.** The alignment of LCR 3 would be shifted to the east to provide a traditional diamond configuration.

LCR 3E and 3 are only ½ mile apart, therefore, a traditional interchange at either location would preclude the ability to provide an interchange at the other location. Based on discussions with the TAC and the PC, along with operational analyses, it was concluded that between LCR 3E and 3 the recommended location for an interchange was LCR 3E. This recommendation essentially eliminates these four interchange alternatives from further consideration, except in the following situation:

- ♦ An interchange at LCR 3E positioned at the significant offset location (alternative 5) would allow for an interchange at LCR 3 if it is offset to the east (alternative 4). Shifting the 3E interchange west and the LCR 3 interchange east creates adequate intersection spacing to allow interchanges at both locations. The benefits of this scenario are the elimination of the traffic signal at LCR 5 and the provision of two means of full movement access to US 34

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between I-25 and LCR 3, which operational analyses show is needed. However, the fatal flaws that eliminate this scenario were ¼ mile signal spacing between LCR 5 and 3E in the interim condition and the loss of the ability to ultimately provide full movement access at LCR 5.

After concluding a traditional interchange would not be feasible at LCR 3, alternatives were developed for at-grade access to LCR 3. One factor in any at-grade access at LCR 3 is the US 34 railroad grade separation. If US 34 is ever elevated over the railroad, LCR 3 needs to be shifted east in order for LCR 3 to get back down to the elevation of the LCR 3 railroad crossing. This factor along with the re-alignment of the frontage road from Kelim were considerations in the development of five at-grade alternatives at LCR 3. These alternatives are illustrated in Appendix D and described as follows:

- ♦ **Alternative 5 – ¾ Movement Intersection.** The alignment of LCR 3 would be shifted east and left turn movements to US 34 and through movements across US 34 would be restricted.
- ♦ **Alternative 6 – Underpass: No US 34 Access.** LCR 3 is re-aligned to the west and crosses US 34 at the UP railroad grade separation. There would be no access to/from US 34.
- ♦ **Alternative 7 – Signalized Intersection.** The alignment of LCR 3 would be shifted to the east and the LCR 3 intersection would be signalized.
- ♦ **Alternative 8 – Underpass at US 34: Right-in/Right-outs.** LCR 3 is re-aligned to the west and crosses US 34 at the UP railroad grade separation. Right-in/right-out accesses would be provided on either side of US 34 to allow full movement access to/from US 34.
- ♦ **Alternative 9 – LCR 3 Overpass: Right-in/Right-outs.** LCR 3 is kept on its current alignment and grade separated with US 34 and the railroad. Right-in/right-out accesses would be provided on either side of US 34 to allow full movement access to/from US 34.

Alternatives 5 and 6 were eliminated due to turn movements restrictions to/from US 34. Alternative 7 was not recommended, although it allows for full turn movements, because in the Ultimate Access Control Plan this would be the only signalized intersection between I-25 and 17th Avenue in Greeley. Alternatives 8 and 9 are similar in the sense that both allow full movements to/from US 34 via right-in/right-out intersections on US 34.

Alternative 9 was preferred over Alternative 8 for the following reasons: 1) one at-grade railroad crossing, 2) LCR 3 is maintained on a straight alignment, 3) only two out of 4 quadrants affected and 4) interchange can be constructed separate from US 34 railroad grade separation. This concept is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.



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County Line Road

An active railroad line crosses US 34 just east of County Line Road and crosses County Line Road just south of US 34. Due to the close proximity of these railroad crossings to the US 34 / County Line Road intersection loop ramps on the south side of US 34 cannot be part of any interchange alternatives and most interchange alternatives will need to include grade separations with at least one of them on County Line Road and possibly one on US 34. A total of six interchange alternatives were considered at County Line Road and each one involves the re-alignment of the Kelim frontage road to the south. These six alternatives are illustrated in Appendix D and briefly described as follows:

- ♦ **Alternative 1** – A diamond interchange with offset eastbound interchange ramps.
- ♦ **Alternative 2** – A diamond interchange with a roundabout intersection on the south side for the westbound ramps and the frontage road from the west.
- ♦ **Alternative 3** – A diamond interchange with County Line Road shifted to the west so that the eastbound on-ramp could be accommodated between County Line Road and the railroad.
- ♦ **Alternative 4** – An interchange with a diamond configuration for westbound ramps with the eastbound ramps in the southwest quadrant with a roundabout intersection.
- ♦ **Alternative 5** – Identical to alternative 3, except that the frontage road swings south to cross the railroad tracks at-grade.
- ♦ **Alternative 6** – US 34 is shifted north and County Line Road is shifted west so that a diamond interchange can be accommodated and to provide more intersection spacing between the eastbound ramps and the frontage road.

Alternative 1 was eliminated due to the offset eastbound ramps and Alternatives 2 and 4 were eliminated because each would require an elevated roundabout intersection. Alternatives 3, 5 and 6 were also eliminated because each required changing the horizontal alignment of either County Line Road or US 34 or both. However, in meetings with the TAC and PC an Alternative 7 was developed which was a modified version of Alternative 5 that kept County Line Road on its current alignment.

The preferred alternative (Alternative 7) keeps County Line Road on its current alignment, aligns the frontage road along the property boundaries to the west and south and positions the eastbound on-ramp between the railroad and US 34 which will require a wider structure at the railroad crossing (if constructed) to accommodate a long acceleration lane on US 34. This preferred alternative is shown in the Ultimate Access Control Plan (Appendix C) and in Appendix D.



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WCR 17

Two interchange alternatives were considered at WCR 17. These alternatives are illustrated in Appendix D and are described as follows:

- ♦ **Alternative 1 – Diamond.** A traditional diamond interchange configuration.
- ♦ **Alternative 2 – Partial Cloverleaf.** A partial cloverleaf interchange configuration with the eastbound ramps in the southwest quadrant and the westbound ramps in a diamond configuration.

Alternative 2 was developed to avoid impacting the existing land use in the southeast quadrant but was not further considered because the use and value of the existing property in the southeast quadrant did not justify the additional right-of-way and expense of accommodating the loop ramps.

Therefore, the preferred alternative is Alternative 1 (diamond interchange) as it is consistent with other interchange configurations along the corridor. Alternative 1 is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.

Promontory Parkway

Two interchange alternatives were considered at Promontory Parkway. These alternatives are illustrated in Appendix D and are described as follows:

- ♦ **Alternative 1 – Diamond.** A traditional diamond interchange configuration with the eastbound ramps shifted to the north to minimize the impact to existing property in the southwest quadrant.
- ♦ **Alternative 2 – Partial Cloverleaf.** A partial cloverleaf interchange configuration with the eastbound ramps in the southwest quadrant and the westbound ramps in a diamond configuration.

The loop ramp in Alternative 2 was considered given the traffic projections for the southbound to eastbound left turn movement. However, Alternative 2 was eliminated from further consideration given the right-of-way needs of the loop ramp and the significant impact to existing development.



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Alternative 1 is the preferred alternative at Promontory Parkway. Traffic operational analyses show good traffic operations at the ramp intersections and for the southbound to eastbound left turn movement. Also, the westbound ramp intersection could be a roundabout given the nature of future traffic demand and given the potential of maintaining a driveway access at the ramp intersection. The preferred alternative is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.

Two-Rivers Parkway

Four interchange alternatives were evaluated at Two Rivers Parkway which intersects US 34 on a skew. These four alternatives are illustrated in Appendix D and described as follows:

- ♦ **Alternative 1** – Traditional diamond configuration for both eastbound and westbound ramps.
- ♦ **Alternative 2** – Diamond configuration for westbound ramps and a connected right-in/right-out in the southwest quadrant for eastbound ramps.
- ♦ **Alternative 3** – Diamond configuration for westbound ramps and a connected right-in/right-out in the southeast quadrant for eastbound ramps.
- ♦ **Alternative 4** – A partial cloverleaf with loops in the northeast and southwest quadrants.

The TAC recommended that along the US 34 corridor the preferred interchange configuration is a diamond, unless there is a specific right-of-way constraint or some other compelling reason to consider another alternative. At Two Rivers Parkway, land on the north side of US 34 was recently reserved to accommodate future diamond type ramps. In addition, operational analyses for a diamond configuration show acceptable traffic operations given 2025 traffic projections.

The preferred interchange alternative at Two Rivers Parkway is Alternative 1 which is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.



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65th / 71st Avenue

At 65th Avenue low density single family homes north of US 34 and existing development planned in the southwest quadrant were the major constraints in the development of interchange alternatives at 65th Avenue. Most interchange alternatives evaluated required the acquisition of existing developed property and included the removal of a direct access located east of 65th Avenue. Over several meetings with both the TAC and PC a total of ten interchange alternatives were evaluated at 65th Avenue with the recommended alternative consisting of a combination of specific elements of different alternatives. In most of the alternatives the frontage road intersection with 71st Avenue would be a right-in/right-out and the 71st Avenue intersection with US 34 would ultimately be restricted to a $\frac{3}{4}$ movement intersection on the north side and a right-in/right-out intersection on the south side. The first four alternatives are illustrated in Appendix D and described as follows:

- ♦ **Alternative 1 – Tight Diamond.** Westbound ramps are shifted south to avoid impacting developments on the north side. Some of the properties along the frontage road would have direct access to the interchange ramps. At 65th Avenue, the east side frontage road would be terminated into the neighborhood and the west side frontage road would be re-aligned to the north.
- ♦ **Alternative 2 – Single Point Urban.** US 34 would be shifted south so that the westbound ramps would not impact development on the north side of US 34. In this alternative the frontage roads would not have to be reconfigured.
- ♦ **Alternative 3 – One Way Frontage Road.** The frontage road on the north side of US 34 would be converted to one-way (westbound) only operations and the westbound ramps would act as “slip” ramps to/from US 34. Due to the one-way frontage road the intersection with 71st Avenue would have to be a right-out only, rather than right-in/right-out as for all other alternatives.
- ♦ **Alternative 4 – Full Diamond.** This option would require the purchase of developed properties on the north side of US 34 to provide a traditional diamond configuration. At 65th Avenue in the northeast quadrant, the frontage road and a neighborhood street are terminated at the westbound off-ramp while the west side frontage road is re-aligned to the north.

Alternative 1 was eliminated because of the private access allowed to the interchange ramps, alternative 2 was eliminated due to the significant additional right-of-way needed south of US 34, and alternative 3 was eliminated due to the one-way frontage road system with the “slip” ramps. Alternative 4 initially was the recommended alternative, but had to be eliminated because a site plan for a development planned in the southwest quadrant was under review by the City of Greeley. This site plan did not make provisions for a potential interchange ramp and the city initially felt that the project was too far along in the review process to require the developer to set aside land for an interchange ramp. Therefore, alternatives 5 through 10 were developed that explored interchange configurations that did not have any interchange ramps in the southwest quadrant. In each alternative the eastbound ramps are depicted in the southeast



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quadrant as a right-in/right-out access on US 34 that would tie into either 65th Avenue or 29th Street to the south. The ramp and the frontage road configurations north of US 34 differ in each alternative. These alternatives are depicted in Appendix D and are described as follows:

- ◆ **Alternative 5** – Same as alternative 1 on the north side of US 34.
- ◆ **Alternative 6** – Same as alternative 3 on the north side of US 34.
- ◆ **Alternative 7** – Same as alternative 4 on the north side of US 34.
- ◆ **Alternative 8** – The westbound ramps would be in the northeast quadrant and would require the purchase of four properties in that quadrant. The west side frontage road is closed on both ends and a new road is constructed along the backside of properties with a cross connection to the existing frontage road. The frontage road on the east side of 65th Avenue is terminated into the neighborhood.
- ◆ **Alternative 9** – The westbound ramps would be in the northeast quadrant and would require the purchase of at least two properties in that quadrant. The west side frontage road remains full movement at 65th Avenue while the east side frontage road is terminated into the neighborhood.
- ◆ **Alternative 10** – The westbound ramps are in the northwest quadrant and require the acquisition of some property. The west side frontage road would be grade separated with the ramps while the east side frontage road would remain open to 65th Avenue.

While these alternatives were being developed, the City of Greeley negotiated a deal with the developer in the southwest quadrant that would ultimately allow an interchange ramp in the southwest quadrant. Therefore, Alternatives 5 through 10 were all eliminated from further consideration and as a result of several TAC and PC meetings a new interchange alternative (Alternative 11), with the following elements was developed:

- ◆ The realignment of the west side frontage road comprised of different elements of alternatives 1 and 7.
- ◆ Terminating the east side frontage road into the neighborhood as shown in alternatives 1, 5, 8 and 9.
- ◆ A westbound on-ramp from alternative 4 and 7.
- ◆ A westbound off-ramp with a configuration, not shown in any of the alternatives, that allows the east side frontage road to terminate into the neighborhood. In addition, an one-way optional connection between the frontage road and the off-ramp could be provided.
- ◆ Eastbound ramps, not shown in any of the alternatives, that are shifted north in a “tight” diamond configuration.



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Therefore, the preferred interchange alternative, Alternative 11 at 65th Avenue is as described above and is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.

47th Avenue

Existing interchange land reservations assumed that the future interchange at 47th Avenue would have a diamond configuration. However, other interchange configurations were evaluated according to 2025 traffic projections to determine if it made sense to recommend an interchange configuration other than a diamond. These alternatives are illustrated in Appendix D and are described as follows:

- ♦ **Alternative 1 – Diamond.** Utilizing existing land reservations interchange ramps are laid out in a traditional diamond configuration.
- ♦ **Alternative 2 – Loop Ramp In Southwest Quadrant.** The westbound ramps are in a diamond configuration while the eastbound ramps have a loop configuration in the southwest quadrant. Also, there are eastbound on-ramps for northbound and southbound 47th Avenue traffic.
- ♦ **Alternative 3 – Connecting Right-in/Right-out.** The westbound ramps, similar to 23rd Avenue, are west of 47th Avenue at 48th Avenue. The eastbound ramps are in a diamond configuration.

The TAC recommended that along the US 34 corridor the preferred interchange configuration is a diamond, unless there is a specific right-of-way constraint or some other compelling reason to consider other alternatives. Analyses of each of the above alternatives at 47th Avenue suggest there are not any compelling reasons to consider an interchange configuration other than a diamond interchange, especially given that land has been reserved to specifically allow for a future diamond interchange

Therefore, the preferred interchange alternative at 47th Avenue is Alternative 1 which is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D.



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35th Avenue

Existing interchange land reservations and the cemetery located in the southeast quadrant primarily define configurations for interchange alternatives at 35th Avenue. Most interchanges evaluated at 35th Avenue consisted of a traditional diamond configuration for the westbound ramps and a loop ramp configuration, in the southwest quadrant, for the eastbound ramps. Although the type of interchange is limited by the existing conditions, ten interchange alternatives were evaluated for 35th Avenue. The difference in each alternative primarily relates to variations in operations and configurations for the frontage road, located in the northeast quadrant and for the frontage road intersection with 35th Avenue. The following items briefly describe each interchange alternative considered at 35th Avenue while a pictorial representation is provided in Appendix D. Unless otherwise noted, all alternatives consisted of “diamond” ramps for the westbound direction and loops ramps in the southwest quadrant for the eastbound direction.

- ◆ **Alternative 1 – Frontage Road Closure.** Frontage road intersection with 35th Avenue is closed.
- ◆ **Alternative 2 – One-way Frontage Road Merge.** The westbound off-ramp serves as an one-way frontage road with street connections and business access.
- ◆ **Alternative 3 – $\frac{3}{4}$ Movement.** The frontage road remains and the westbound off-ramp is eliminated. Westbound US 34 traffic to 35th Avenue would turn left at the eastbound ramps located in the southwest quadrant, at a $\frac{3}{4}$ movement intersection.
- ◆ **Alternative 4 – Disconnected Frontage Road Merge.** The frontage is discontinued at a cross street to the east and the westbound off-ramp also serves as a one-way frontage road to provide access to businesses.
- ◆ **Alternative 5 – Re-Aligned Frontage Road.** Some of the businesses along the frontage road are purchased and the frontage road is re-aligned to intersect 35th Avenue further north.
- ◆ **Alternative 6 – Roundabout.** A five-legged roundabout, north of US 34, serves both westbound ramps and frontage road traffic.
- ◆ **Alternative 7 – 36th Avenue Right-in/Right-out.** The westbound ramps, similar to 23rd Avenue, are west of 35th Avenue and tie into 36th Avenue and the frontage road intersection remains.
- ◆ **Alternative 8 – Five-Legged Intersection.** A multi-phased traffic signal at the westbound ramps serves the interchange ramps and frontage road turn movements.



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- ♦ **Alternative 9 – Re-aligned Frontage Road with Tight Ramps.** The frontage road is re-aligned, similar to alternative 5, but the westbound ramps are shifted south to provide more spacing between the ramps and the frontage road intersection.
- ♦ **Alternative 10 – Reservoir Road Access.** Turn movements are restricted at the frontage road to right-in/right-out and Reservoir Road is extended to intersect US 34 but only right-out movements are permitted onto westbound US 34.

Alternatives 1,2 and 4 were eliminated because turn movements were restricted at the frontage road intersection with 35th Avenue. Alternative 3 was rejected because level of service analyses showed that there were insufficient gaps in the eastbound traffic to allow left turn movements from US 34. Alternative 6 (the roundabout) was eliminated due to the right-of-way needs, limited amount of excess capacity (a 10 to 20 percent increase in 2025 traffic projections would cause the roundabout to fail) and concerns about local acceptance. The fatal flaws of Alternative 7 were poor traffic operations at the 35th Avenue / 25th Street intersection and significantly more vehicle-miles of travel than other alternatives. Alternative 8 was eliminated because the traffic signal on 35th Avenue at the westbound ramps and at the frontage road limits the green time for good signal progression on 35th Avenue. Also, Alternative 8 had design issues related to accommodating truck movements from the westbound off-ramp to the frontage road. Alternative 9 was eliminated due to the extra cost associated with the need for retaining walls to accommodate the “tight” ramp design. Finally, Alternative 10 was not considered due to the short weave distance between the Reservoir Road access and the westbound off-ramp, the potential to divert short trips to US 34 and the traffic impact to Reservoir Road.

Therefore, the preferred alternative was the re-aligned frontage road option (Alternative 5 which is illustrated in the Ultimate Access Control Plan (Appendix C) and in Appendix D). Alternative 5 allows for full turn movements at the frontage road intersection and creates sufficient signal spacing to allow for good signal progression along 35th Avenue.



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US 34 Business Route

In the Ultimate Access Control Plan, the intersection of US 34 Business with US 34 east of US 85 is recommended for signalization. In addition, existing intersections immediately to the east and west of US 34 Business are ultimately recommended to be $\frac{3}{4}$ movement intersections. Currently, the US 34 Business intersection with US 34 is a T-intersection and with the Ultimate Plan recommending turn restrictions at adjacent intersections, alternatives were explored for ways to tie in a roadway connection from the south. A total of four alternatives were developed which are illustrated in Appendix D as follows:

- ♦ **Alternative 1** – Signalization of the existing US 34 Business intersection with $\frac{3}{4}$ turn movements at adjacent intersections.
- ♦ **Alternative 2** – Re-align US 34 Business to the east to intersect US 34 at the WCR 45.5 alignment. Also, close existing US 34 Business intersection and restrict WCR 45 to $\frac{3}{4}$ movements.
- ♦ **Alternative 3** – Re-align US 34 Business to the west to intersect US 34 at the WCR 45 alignment. Also, close existing US 34 Business intersection and restrict WCR 45.5 to $\frac{3}{4}$ movements.
- ♦ **Alternative 4** – Construct a new roadway south of US 34 that ties into the existing US 34 Business intersection and connects into WCR 45. Restrict turn movements at WCR 45 to right-in/right-out and at WCR 45.5 to $\frac{3}{4}$ movements.

Alternative 4 was eliminated because the land east of WCR 45 is thought to be in the flood plain which would limit future development making it less likely that a private party would construct the new roadway. Alternative 2 was eliminated due to the tight curves needed to re-align US 34 Business west to intersect US 34 at WCR 45.5. Alternative 3 was rejected due to the new roadway construction necessary to re-align US 34 with WCR 45.

Therefore, the preferred alternative is Alternative 1 which is illustrated in the Ultimate Access Control Plan (Appendix C) and Appendix D.

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5.5 Interchange Right-of-way Envelopes

The Ultimate Access Control Plan for US 34 shows nine new grade-separated interchanges. The decision to keep the interchange design as consistent as possible was made early-on in the process, and the diamond configuration was the selected configuration. The diamond is a very common interchange configuration in Colorado. Because of this, driver expectancy at diamond interchanges tends to be relatively high as compared to other interchanges. This high level of driver expectancy was the primary reason for using the diamond for US 34 to the extent possible. Ramp intersection capacity analyses were conducted for all of the diamond interchanges to ensure that a diamond would not be problematic in any particular area.

Figure 9 shows the prototypical envelope that each diamond interchange should be planned to meet. As shown, the dimensions include an 800-foot width and a 2,400-foot length from point to point. A good example of this template is the SH 257 interchange is the ideal model for a diamond interchange along US 34. This interchange includes ramps that are approximately 1,200 feet in length and intersect the cross-street at points located 625 feet apart. These dimensions serve as the prototype for all other diamond interchanges along the corridor, and they require a right-of-way envelope that is slightly larger to encompass the extent of the ramps.

Some locations along the corridor will require deviation from the prototypical right-of-way envelope. The depiction presented in Figure 9 illustrates the ideal scenario, but certain conditions may limit the ability to fully acquire that envelope. Where the desired right-of-way envelope cannot be acquired, right-of-way should be based on the ability to establish appropriate spacing of the ramp intersections (along the cross-street) based on future traffic volumes and providing adequate deceleration and acceleration length to/from US 34. It should be noted that the dimensions illustrated in each figure are estimates of the right-of-way needs and should be used as a planning tool for future development. The following sections describe the constraints at each interchange location to achieving the prototypical right-of-way envelope.

- ♦ **I-25/LCR 5/LCR 3E (Figure 10)** – At this location half diamond interchanges are proposed with parallel one-way collector-distributor “ramp” roads connecting the interchanges. Additional right-of-way along US 34 will be needed to accommodate the one-way “ramp” roads. The Greeley-Loveland canal restricts the ability to provide the full envelop on the north side of US 34. Additional right-of-way will be needed between I-25 and LCR 5 to accommodate braided flyover ramps associated with the reconstruction of the I-25 / US 34 interchange.
- ♦ **LCR 3 (Figure 11)** – The railroad crossings of US 34 and LCR 3 restrict the ability to provide interchange ramps west of LCR 3. The land area contained between the ramps, US 34 and LCR 3 is sufficient to accommodate future development.
- ♦ **County Line Road (LCR 901/WCR 13) (Figure 12)** – The railroad crossing of US 34 restricts the ability to provide the full right-of-way for the eastbound on-ramp.



Interchange Prototypical Right-of-Way Envelope

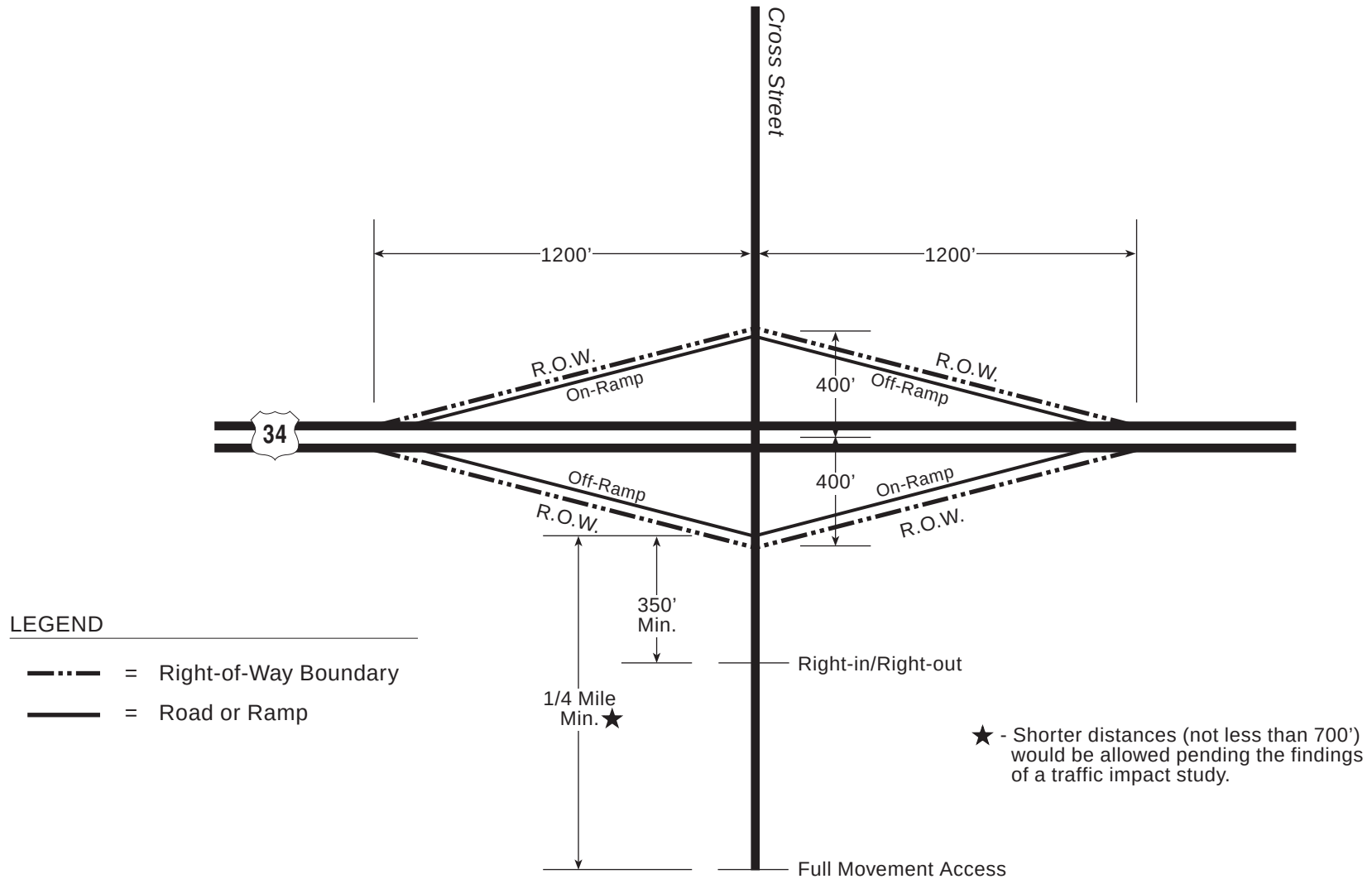


Figure 9

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- ♦ **WCR 17** – The prototypical right-of-way envelope can be provided at this location.
- ♦ **Promontory Parkway (Figure 13)** – A pond and an existing residence / business on the south side restrict the ability to provide the full intersection spacing as provided in the prototypical envelope.
- ♦ **Two Rivers Parkway (Figure 14)** – Right-of-way has currently been reserved in the northeast and northwest corners. In the remaining corners, there are no other constraints restricting the ability to achieving the full right-of-way envelope. It should be noted, however, that Two Rivers Parkway is skewed to US 34.
- ♦ **65th Avenue (Figure 15)** – The full right-of-way envelope cannot be provided primarily due to existing reservations in the southwest corner and to existing residential development north of US 34.
- ♦ **47th Avenue (Figure 16)** – The full right-of-way envelope cannot be provided due to existing right-of-way reservations in all quadrants, which are different than the prototypical, and existing development in all four quadrants. The envelope shown in Figure 15 represents the approximate right-of-way reserved for a future interchange.
- ♦ **35th Avenue (Figure 17)** – The full right-of-way envelope cannot be provided due to existing right-of-way reservations in all quadrants, which are different than the prototypical, and existing development in all four quadrants, including a cemetery in the southeast corner. The envelope shown in Figure 15 represents the approximate right-of-way reserved for a future interchange.

Figures 10 through 17 show the estimated right-of-way needs for each proposed interchange. These estimates are based on currently known restraints which may not be a factor as conditions change along the corridor. In general, the prototypical right-of-way envelope should be provided where possible.

Interchange at I-25/LCR 5/LCR 3E Approximate Right-of-Way Envelope

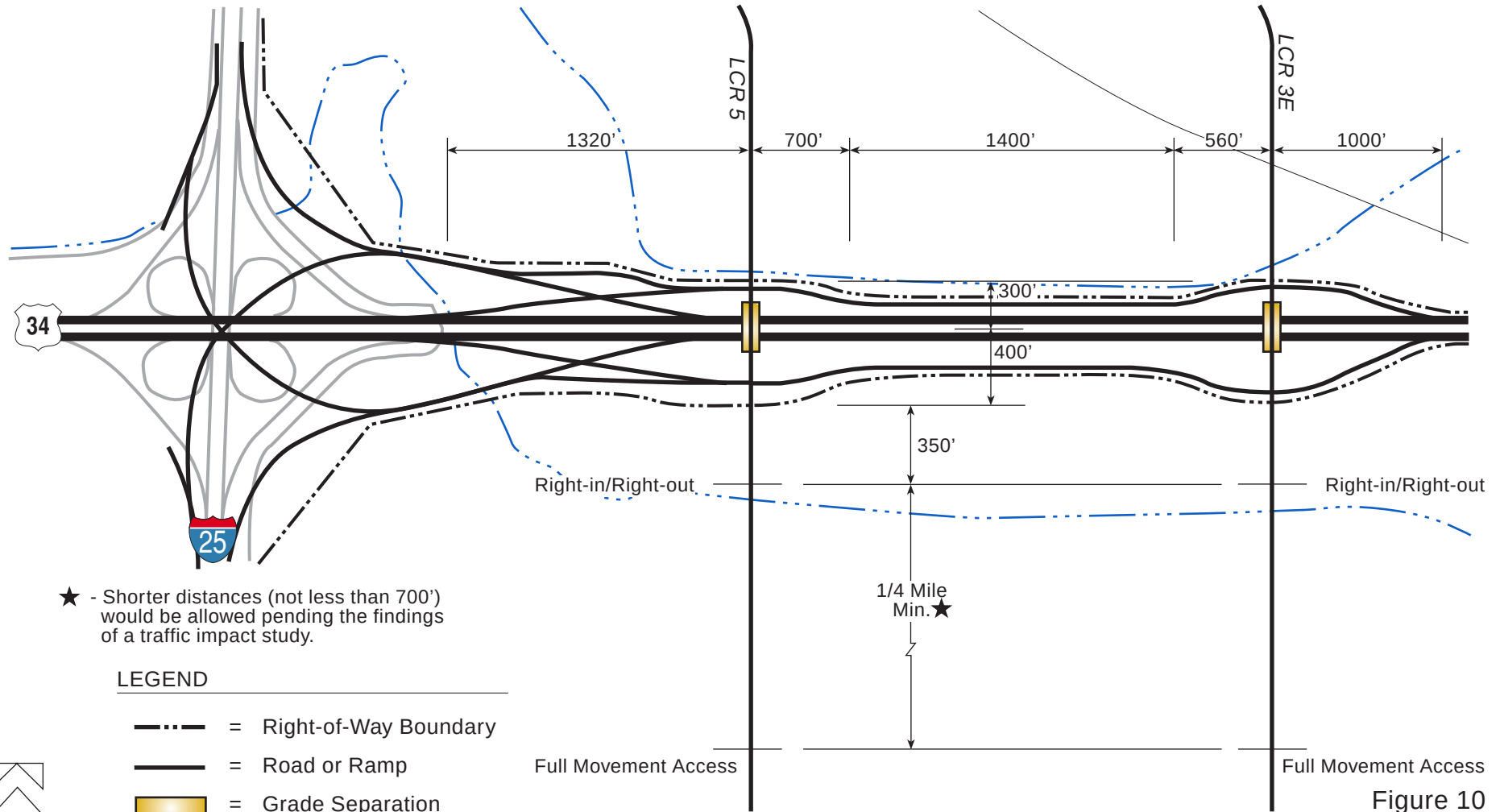


Figure 10



Interchange at LCR 3 Approximate Right-of-Way Envelope

Note: Ramp locations are approximate and can be adjusted based on development plans.

★ - Shorter distances (not less than 700') would be allowed pending the findings of a traffic impact study.

LEGEND

- = Right-of-Way Boundary
- = Road or Ramp
- = Grade Separation

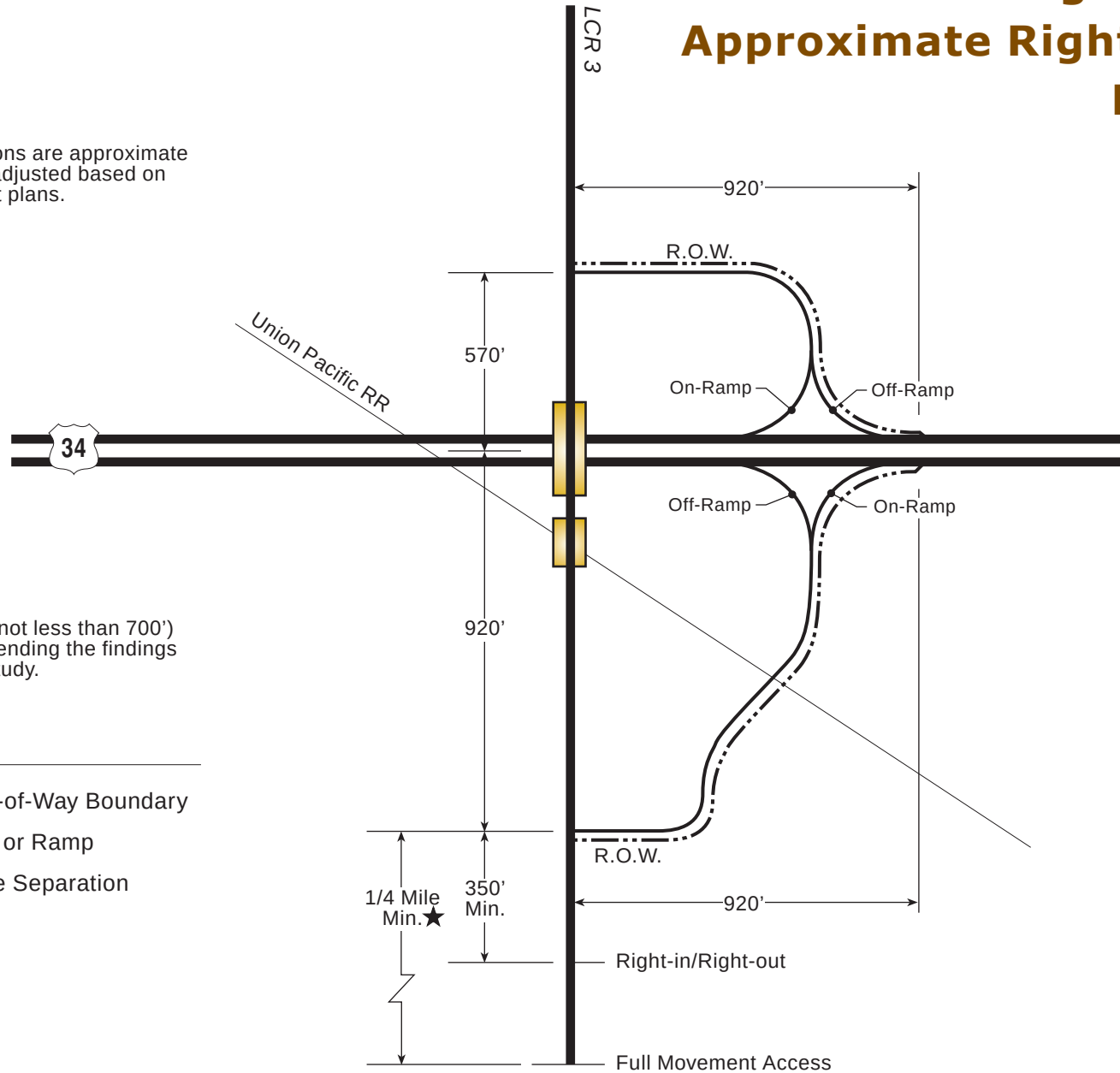


Figure 11





Interchange at County Line Road/LCR 901/WCR 13 Approximate Right-of-Way Envelope

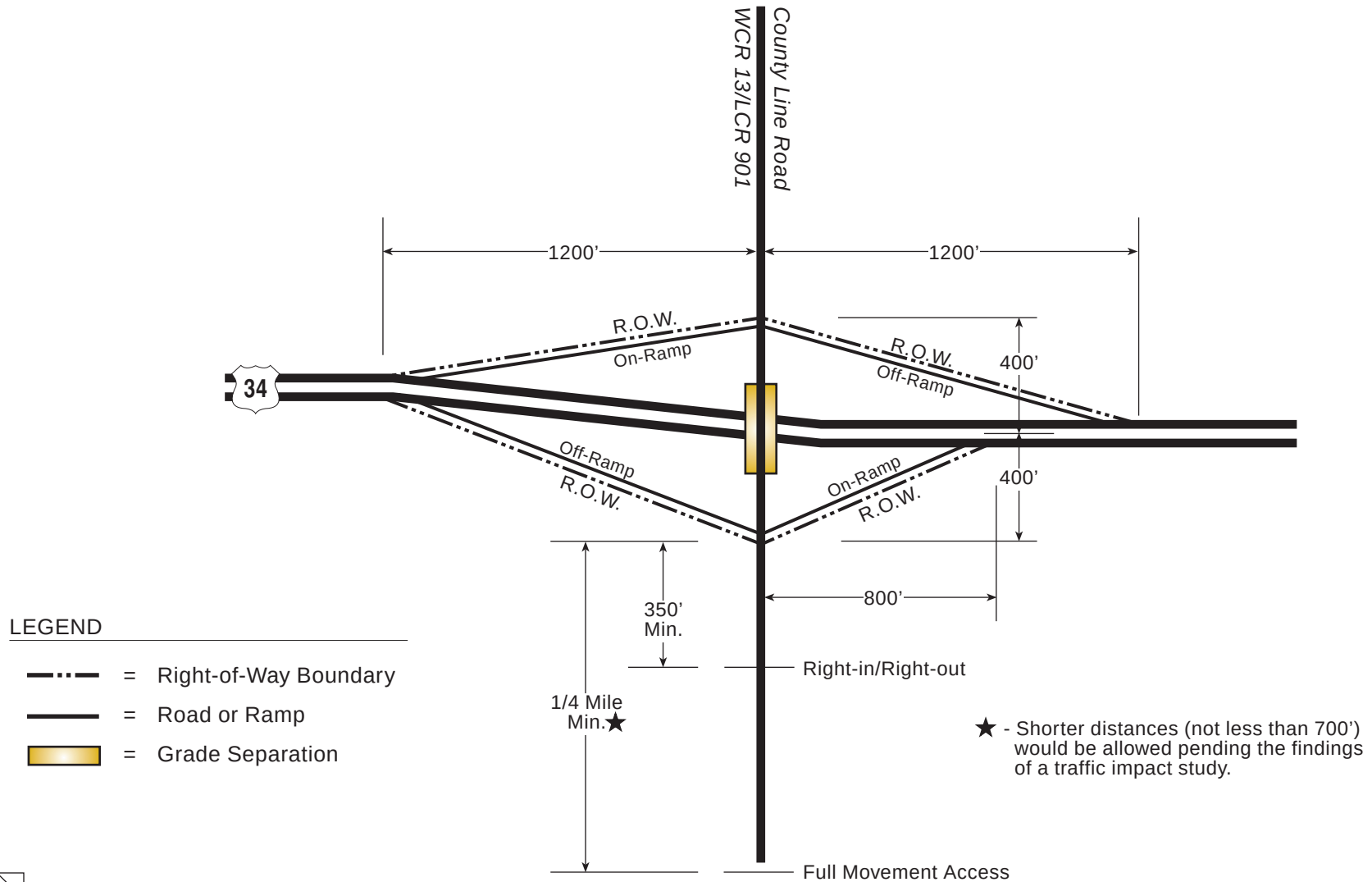
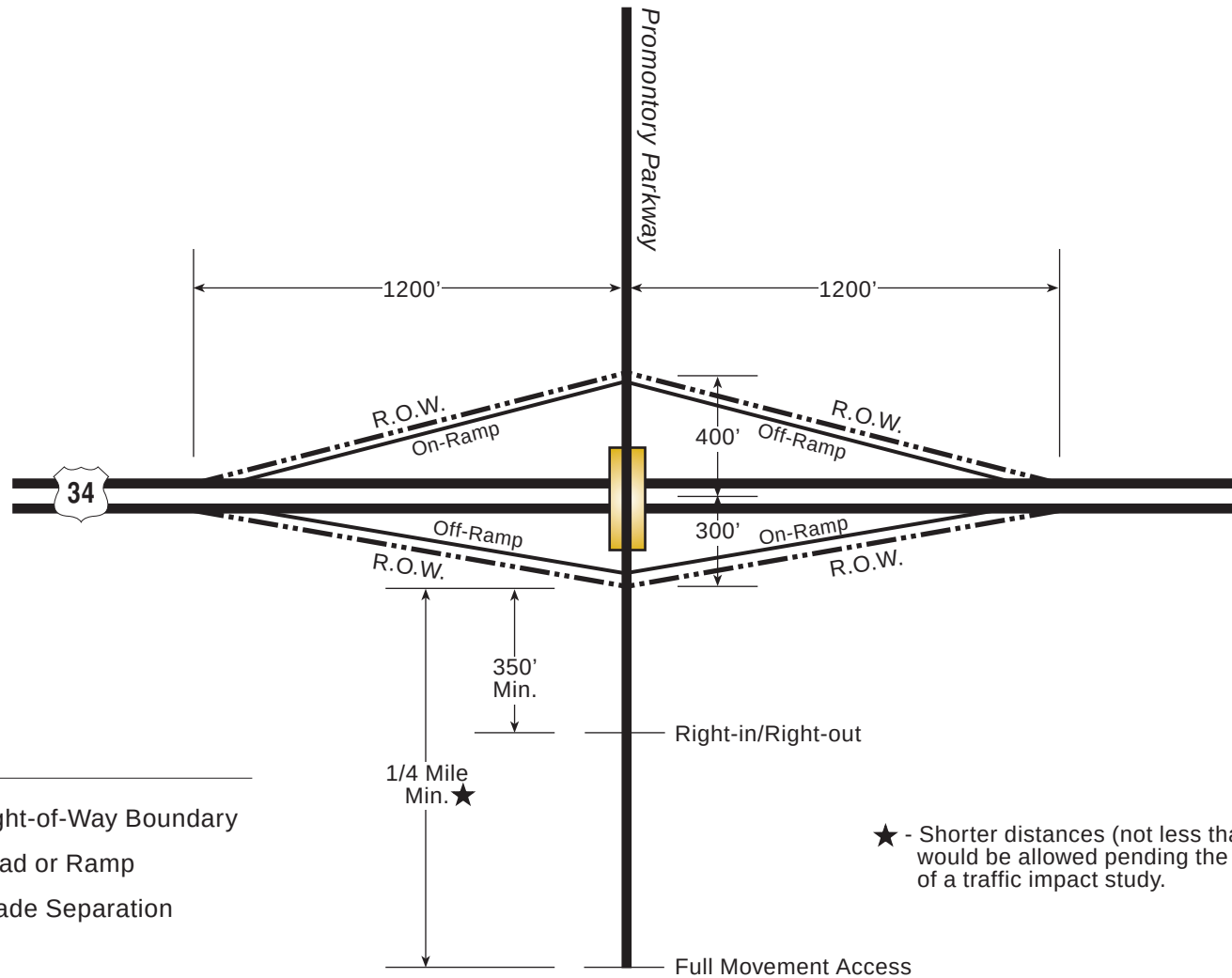


Figure 12

Interchange at Promontory Pkwy. Approximate Right-of-Way Envelope



LEGEND

- = Right-of-Way Boundary
- = Road or Ramp
- = Grade Separation

★ - Shorter distances (not less than 700') would be allowed pending the findings of a traffic impact study.



Figure 13



Interchange at Two Rivers Pkwy. (83rd Ave.) Approximate Right-of-Way Envelope

(Right-of-Way Dimensions for Northwest and Northeast Quadrants Depict Existing Right-of-Way Preservation)

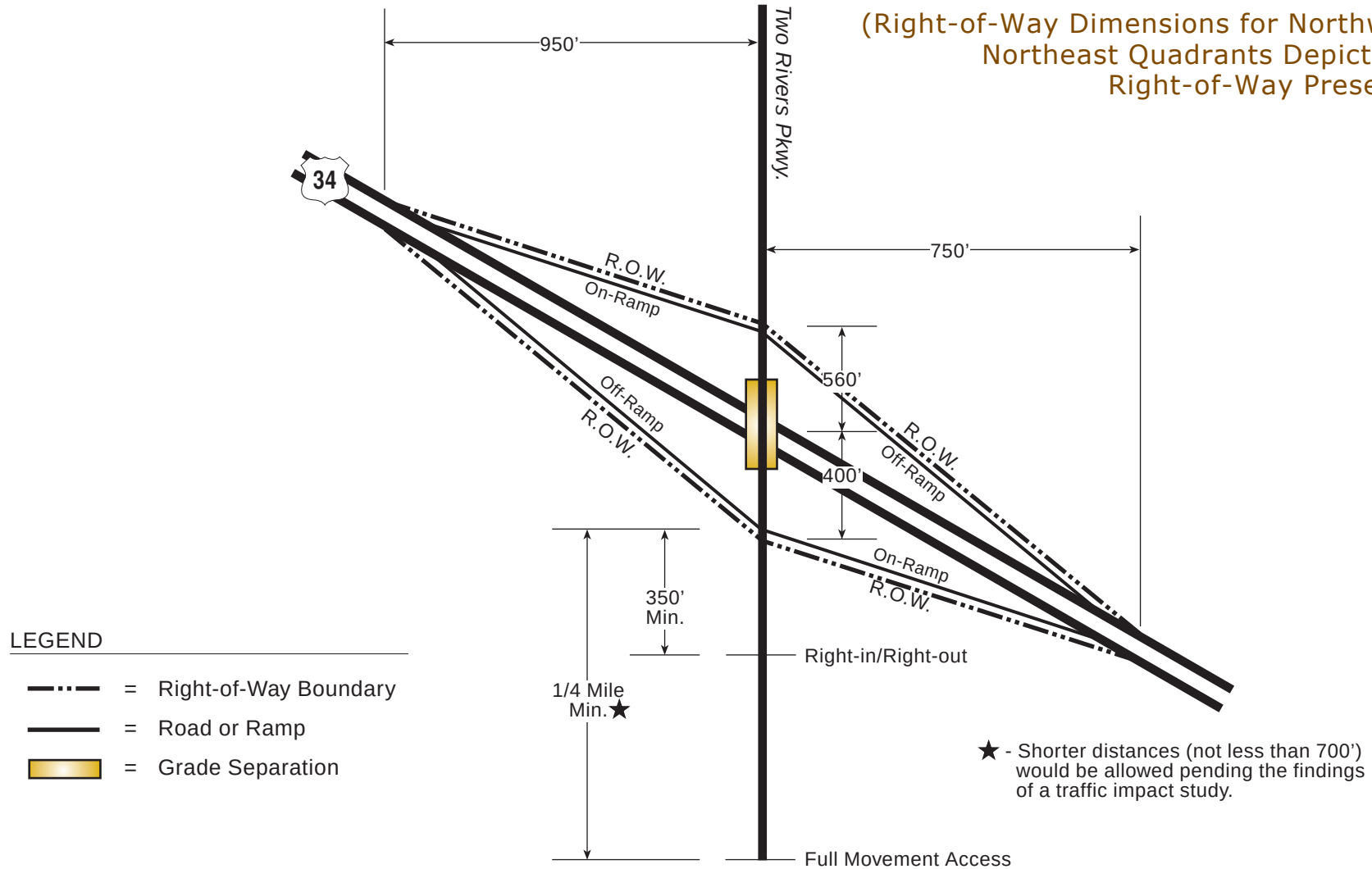
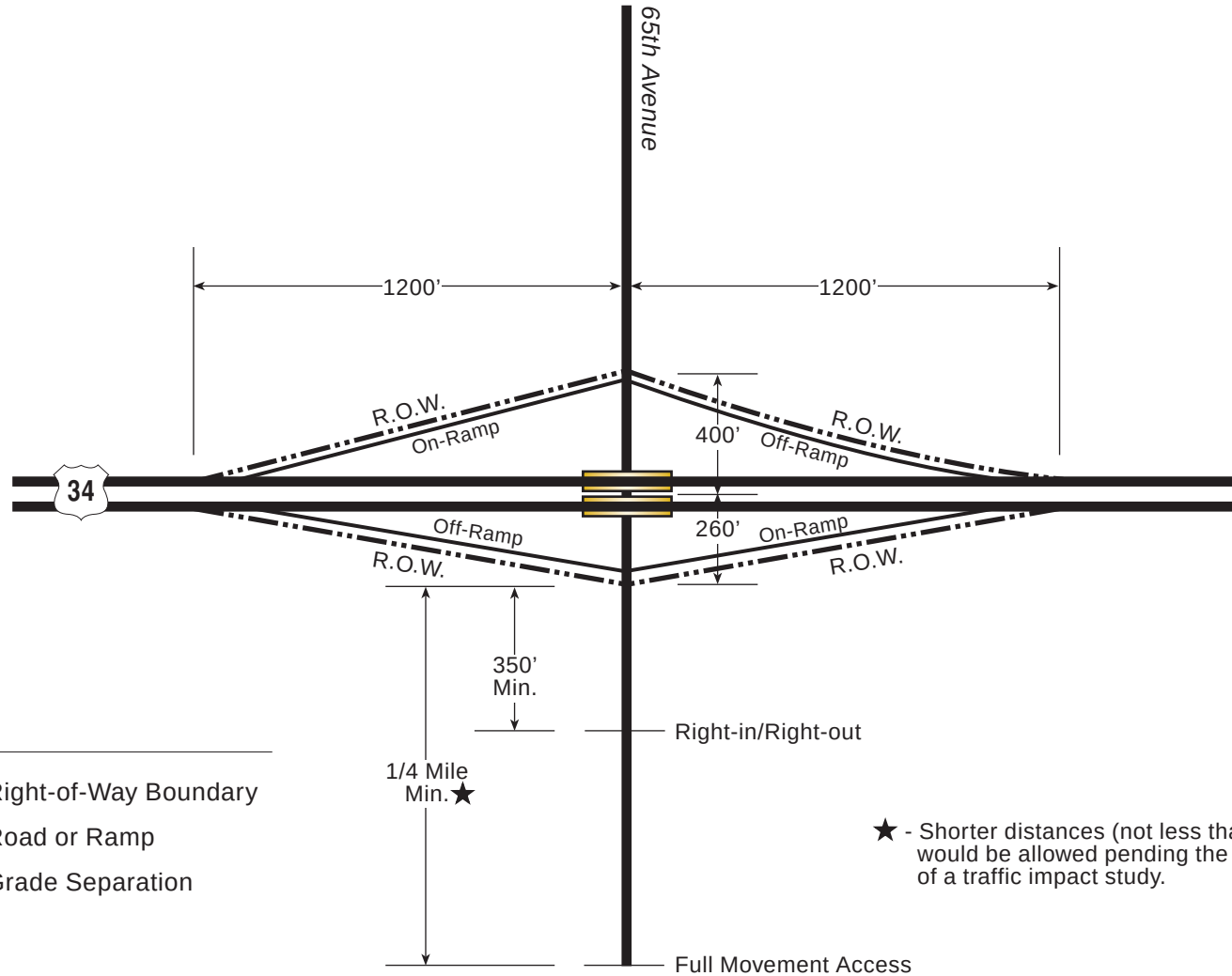


Figure 14

Interchange at 65th Ave. Approximate Right-of-Way Envelope



LEGEND

- = Right-of-Way Boundary
- = Road or Ramp
- = Grade Separation

★ - Shorter distances (not less than 700') would be allowed pending the findings of a traffic impact study.



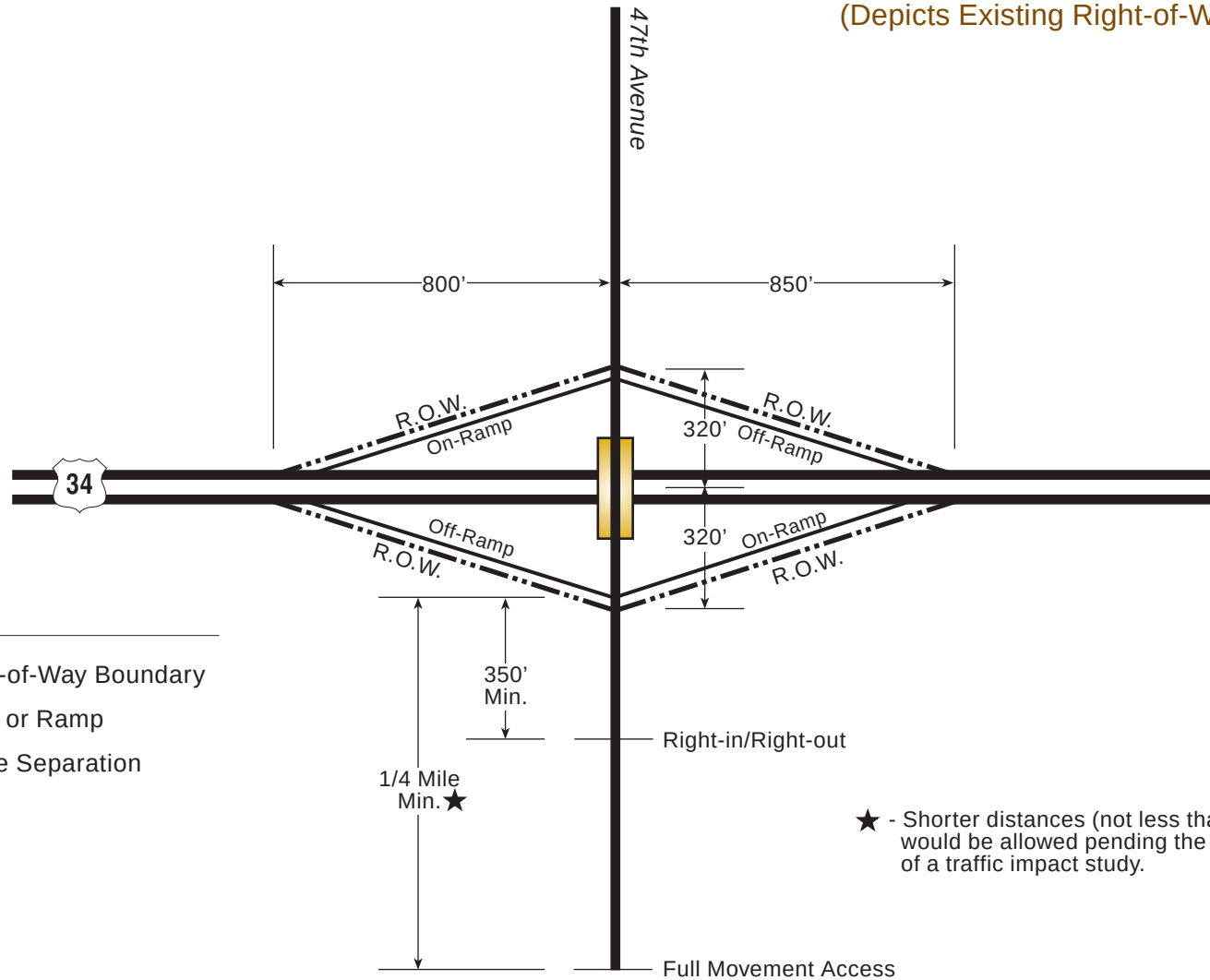
Figure 15

Interchange at 47th Avenue Approximate Right-of-Way Envelope

(Depicts Existing Right-of-Way Preservation)

LEGEND

- = Right-of-Way Boundary
- = Road or Ramp
- = Grade Separation



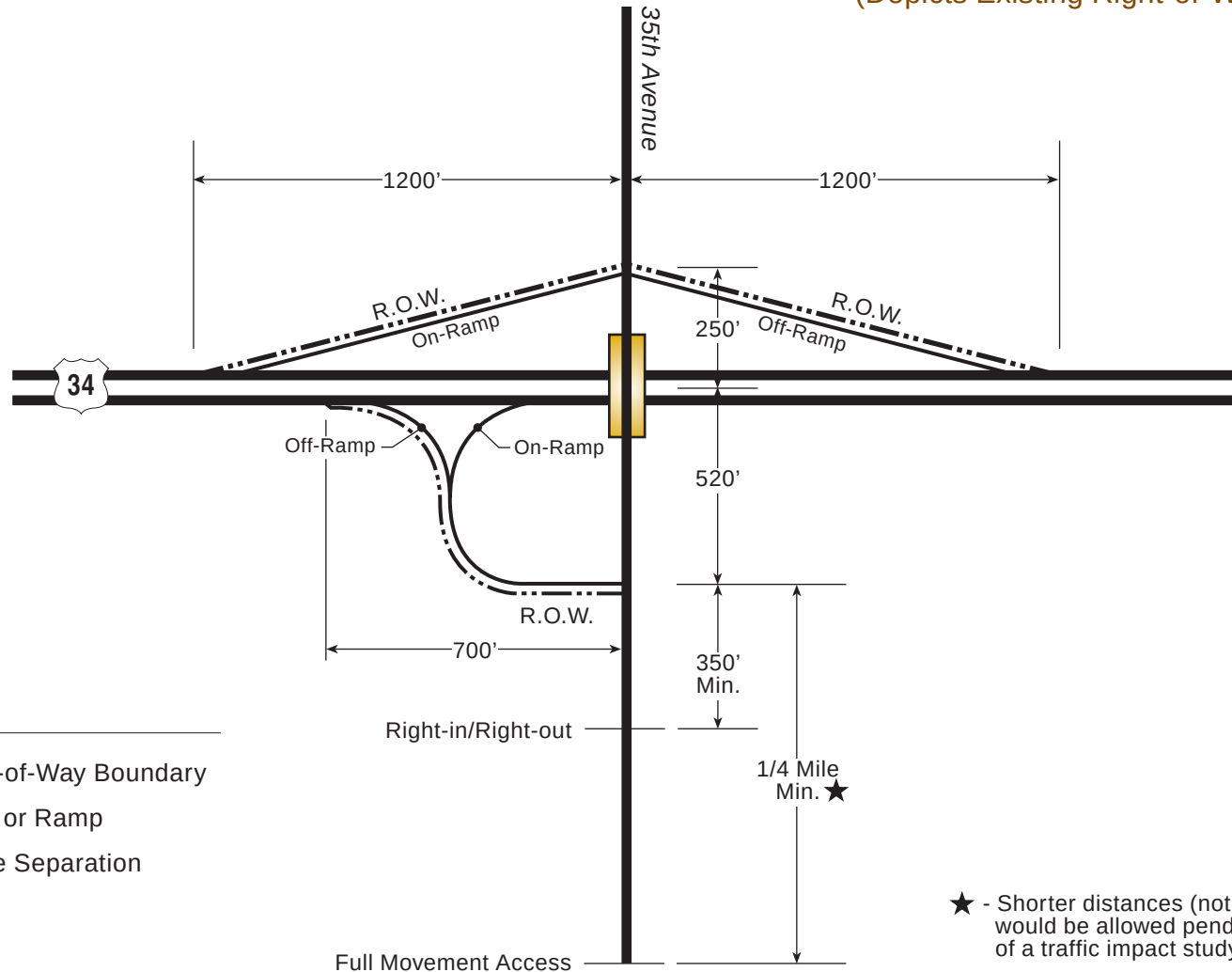
★ - Shorter distances (not less than 700') would be allowed pending the findings of a traffic impact study.



Figure 16

Interchange at 35th Avenue Approximate Right-of-Way Envelope

(Depicts Existing Right-of-Way Preservation)



LEGEND

- = Right-of-Way Boundary
- = Road or Ramp
- = Grade Separation



★ - Shorter distances (not less than 700') would be allowed pending the findings of a traffic impact study.

Figure 17



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5.6 Planning Level Cost Estimates

A significant number of improvements have been identified in the Ultimate Access Control Plan. The Plan’s full implementation will likely take many years. As previously mentioned, the Ultimate Access Control Plan is intended to be a plan for well beyond the typical 20-year planning horizon. The significant improvements identified include the grade-separated interchanges (and associated roadway re-alignments) and the US 34 grade-separated crossing of the railroads.

Table 4 lists the improvement projects and their approximate construction costs. Cost estimate worksheets are included in Appendix E.

Table 4. Planning Level Cost Estimates

Location	Cost (Millions)
LCR 5 Braided Ramps with I-25 and Split Diamond with LCR 3E – US 34 Over Cross Street	\$28.7
LCR 3E Split Diamond Interchange with LCR 5 – US 34 over Cross Street	\$14.6
US 34 Bridges over Union Pacific Railroad at LCR 3	\$14.0
US 34 Bridges over Great Western RR at County Line Road	\$18.6
LCR 3 Overpass: Right-in/Right-outs – US 34 under Cross Street	\$16.7
County Line Road Diamond Interchange – US 34 Under Cross Street	\$15.6
WCR 17 Diamond Interchange – US 34 Over Cross Street	\$12.6
Promontory Parkway Diamond Interchange – US 34 Under Cross Street	\$10.8
Two Rivers Parkway Diamond Interchange – US 34 Under Cross Street	\$13.1
65 th Avenue Diamond Interchange – US 34 Over Cross Street	\$15.3
47 th Avenue Diamond Interchange – US 34 Under Cross Street	\$10.7
35 th Avenue Diamond with Loops Interchange – US 34 Over Cross Street	\$17.8
Total Planning Level Costs	\$188.2

As shown, the combination of projects would total to approximately \$190 million. This does not include the reconstruction of the I-25 interchange nor the reconstruction of the US 85 interchange. Also, these cost estimates do not include right-of-way or relocation costs or any widening of US 34 which is being addressed in a separate Corridor Optimization Study.

5.7 Project Priorities

The implementation of both the Interim and Ultimate Access Control Plans include several major construction projects. A few of these projects are identified in the 2025 North Front Range Regional Transportation Plan, but most of the projects shown do not have any identified funding. The implementation of these projects will take place over time primarily as development along US 34 takes place and/or as growth in regional traffic demands take place. Some of the elements of the plan should be implemented immediately while others are not needed until traffic conditions warrant such action.



Access Control Plan

One project that should be implemented immediately is the following:

- ◆ Close access points that CDOT determines are illegal.

Other elements are shown in the plan relative to closing access points at the “first opportunity.” Examples of a first opportunity could include development/redevelopment of the served property. It could also include a highway capital improvement project or a maintenance project that could easily incorporate access closure. Access points and possibly median openings identified as such are deemed unnecessary and are no longer needed due to availability of other access or to land uses that no longer require the access onto the highway. These include:

- ◆ Four driveways between SH 257 and 95th Avenue (north side of US 34)
- ◆ Four driveways between 47th Avenue and 65th Avenue (three on the north side, one on the south)
- ◆ One just east of 47th Avenue (south side)
- ◆ Two “ramp-like” accesses between 11th Avenue and 17th Avenue (south side)
- ◆ Three driveways near the South Platte River (two on the south side, one on the north)
- ◆ Two driveways just east of WCR 49 (one on the north side, one on the south)

The priority of other projects will be driven by regional and local development patterns. If a major development is planned to locate along the corridor, the need to implement the plan elements in the immediate area will take on more urgency. Some of the construction projects cannot be implemented until a cross-street is constructed by a local agency or developer. Other projects within the plan will be justified as regional growth takes place over time.

It is difficult to estimate the timing and nature of development proposals along the corridor, but known development proposals and anticipated regional growth of US 34 traffic suggest that several highway projects in the access control plans should take some priority. Subject to funding, these include the following (in no particular order):

- ◆ Two median openings, one west of WCR 15 (approximate milepost 99.38) and one immediately west of 23rd Avenue (approximate milepost 110.75)
- ◆ 35th Avenue interchange (included in NFR’s 2025 Fiscally Constrained Transportation Plan)
- ◆ 47th Avenue interchange (included in NFR’s 2025 Fiscally Constrained Transportation Plan)
- ◆ Promontory Parkway traffic signal (subject to satisfying MUTCD warrants and the lack of adequate gaps for entry)
- ◆ WCR 17 traffic signal (subject to satisfying MUTCD warrants)



Access Control Plan

- ◆ Turn restrictions at 71st Avenue
- ◆ Improvements to the 23rd Avenue interchange
- ◆ Intersection improvements to 11th Avenue (included in NFR's 2025 Fiscally Constrained Transportation Plan)
- ◆ Signalization of SH 37 in Kersey (subject to satisfying MUTCD warrants)

Beyond these projects, it is difficult to accurately estimate priority needs as they will be determined by local and regional growth patterns.

5.8 Overview of Inter-Governmental Agreement

The Ultimate Access Control Plan as well as the Interim Access Control Plan has been documented in an Inter-governmental Agreement (IGA) to be signed by all entities that have jurisdictions along US 34 and CDOT. Specifically, these agencies include the City of Evans, City of Greeley, Town of Johnstown, City of Loveland, Town of Kersey, the Town of Windsor, Larimer County, and Weld County. All of these parties including CDOT participated in the development of the plan, and all of the agencies will also be a signatory of the plan.

A copy of the IGA is presented in Appendix F. In general, the IGA does not specifically financially obligate any agency, but it does require all involved agencies to take necessary action to implement the plan to the extent that the agency's regulations and resources allow. It is recognized that agencies will have varying authority relative to implementing plan elements within their jurisdiction, but the intent is that each agency agrees to implementation to their legal and fiscal limits and discretion.

The IGA also includes a section on plan amendments. It is recognized that conditions along the corridor may not come to fruition as envisioned in this document. As such, legitimate modifications may be necessary at some point. The section of the IGA which addresses this requires any modifications to be proposed only by signatory agencies subject to a meeting of the agencies. A vote on the modification proposal is taken after the meeting, and a two-thirds vote is required to approve any modifications. The details of the amendment process are shown as Exhibit C of the IGA document.



Access Control Plan

6.0 IMPLEMENTATION

The improvements recommended in the Access Control Plan represent a long range plan and, as such, will be implemented over time as traffic and safety needs arise and as funding allows. However, in order to ensure that these improvements can be implemented in the future, it is important that the Access Control Plan be adopted by all entities in the corridor and that it be used in all transportation and land use planning which could affect US 34.

Therefore, the US 34 Access Control Plan has been adopted through an Intergovernmental Agreement (IGA) between CDOT, the towns, the cities and the counties in the corridor. The IGA is included in Appendix F. The format and content of this IGA were major topics of discussion with the Policy Committee.

Because this Plan is a long range plan and conditions may change over time, a key element of the IGA is a specified process for modifying the plan in the future. This process calls for the creation of an Advisory Group comprised of one representative from each of the signatories of the IGA. Amendment requests will be reviewed by the Committee, and changes can be made only with the affirmative vote of 2/3 or more of the signatories as mentioned in the previous section. This process, along with regular meetings with the Advisory Group should ensure continuing coordination between the communities in the corridor.

Upon the establishment of the Access Control Plan, CDOT will present a request to CDOT's Executive Director to gain approval of the future public road intersection locations as shown in the Plan.



Access Control Plan

APPENDIX A EXISTING ACCESS INVENTORY



Access Control Plan

APPENDIX B ILLUSTRATIVE INTERIM ACCESS CONTROL PLAN



Access Control Plan

APPENDIX C ILLUSTRATIVE ULTIMATE ACCESS CONTROL PLAN



Access Control Plan

APPENDIX D INTERCHANGE ALTERNATIVES ANALYSIS



Access Control Plan

APPENDIX E COST ESTIMATE WORKSHEETS



Access Control Plan

APPENDIX F INTER-GOVERNMENTAL AGREEMENT



303.721.1440
fax 303.721.0832

Greenwood Corporate Plaza
7951 E. Maplewood Ave. Ste. 200
Greenwood Village, CO 80111

US 34 Access Inventory (West to East from I-25 to WCR 55)
April, 2003

Item #11.

North/Left Side	MP	Description	MP	South/Right Side
PRU	96.48	Frontage Road	96.48	PRU
		Commercial	96.49	Private
		Commercial	96.55	Private
		Field	96.63	Private
Private	96.79	Field	96.79	Private
		Field	96.86	Private
Private	96.99	Field		
		Field	97.08	Private
Private	97.27	Commercial		
		Field	97.28	Private
		Residential	97.29	Private
Private	97.30	Commercial		
Private	97.33	Commercial		
Private	97.46	Commercial		
		Field	97.60	Private
PRU	97.79	LCR 3	97.79	PRU
Private	98.04	Field		
Private	98.25	Residential		
		Field	98.26	Private
Private	98.36	Field		
Private	98.37	Residential		
		Residential	98.50	Private
Private	98.51	Field		
PRU	98.83	CL Rd/LCR 901/WCR 13	98.83	PRU
Private	99.03	Field		
Private	99.18	Field		
		Field	99.22	Private
		Field	99.28	Private
PRU	99.81	WCR 15	99.81	PRU
		Field	100.09	Private
		Field	100.22	Private
Private	100.31	Field		
Private	100.32	Residential		
		Field	100.58	Private
Private	100.63	Residential		
PRU	100.87	WCR 17	100.87	PRU
Private	100.93	Field		
Private	101.17	Field		
Private	101.22	Commercial		
Private	101.30	Commercial/Field	101.30	Private
Private	101.78	Field	101.78	Private
Private	102.07	Field		
Private	102.28	Field		
	102.48	SH 34 Business	102.48	
	102.8	SH257	102.8	
Private	103.05	Field		
Private	103.30	Field	103.30	Private
PRU	103.79	Promontory Pky/Comm.	103.79	Private
		Field	103.95	Private
		Field	104.12	Private

US 34 Access Inventory (West to East from I-25 to WCR 55)
April, 2003

Item #11.

North/Left Side	MP	Description	MP	South/Right Side
Private	104.14	Field		
Private	104.29	Field	104.29	Private
PRU	104.77	95th Ave./WCR25	104.77	PRU
		Field	105.02	Private
Private	105.41	Field		
		Field	105.42	Private
		Field	105.65	Private
PRU	105.91	Two Rivers Pkwy	105.91	PRU
Private	106.08	Field		
Private	106.49	Field	106.49	Private
Private	106.51	Field		
PRU	107.10	71st Ave./WCR 29	107.10	PRU
		Field	107.13	Private
		Field	107.32	Private
		Field	107.42	Private
PRS	107.61	65th Ave.	107.61	PRS
		Field	107.70	Private
Private	107.92	Residential/Field	107.92	Private
		Residential	107.96	Private
Private	108.81	Residential	108.81	Private
Private	108.32	Field	108.32	Private
Private	108.44	Field/Residential	108.44	Private
Private	108.55	Field		
PRS	109.11	47th Ave.	109.11	PRS
		Field	109.26	Private
Private	109.42	Field		
Private	109.54	Field		
Private	109.62	Emergency/Field	109.62	Private
Private	109.80	Field		
PRS	110.23	35th Ave./WCR 35	110.23	PRS
		Residential	110.56	Private
PRS	111.74	17th Ave.	111.74	PRS
		Residential	112.00	Private
		Residential	112.08	Private
PRS	112.23	11th Ave.	112.23	PRS
	112.59	SH 85/8th Avenue	112.59	
PRU	113.82	27th St./28th St.	113.82	PRU
Private	114.50	Field	114.50	Private
		Field	114.51	Private
		WCR 45	115.2	PRU
PRU	115.41	SH 34 Business		
		Residential	115.47	Private
Private	115.50	Field		
		Field	115.68	Private
Private	115.74	Residential/WCR45.5	115.74	PRU
Private	115.85	Emergency Only		
		Field	116.00	Private
		Field	116.17	Private
		Field	116.21	Private
Private	116.25	Field/WCR 47	116.25	PRU
Private	116.26	Field		

**US 34 Access Inventory (West to East from I-25 to WCR 55)
April, 2003**

Item #11.

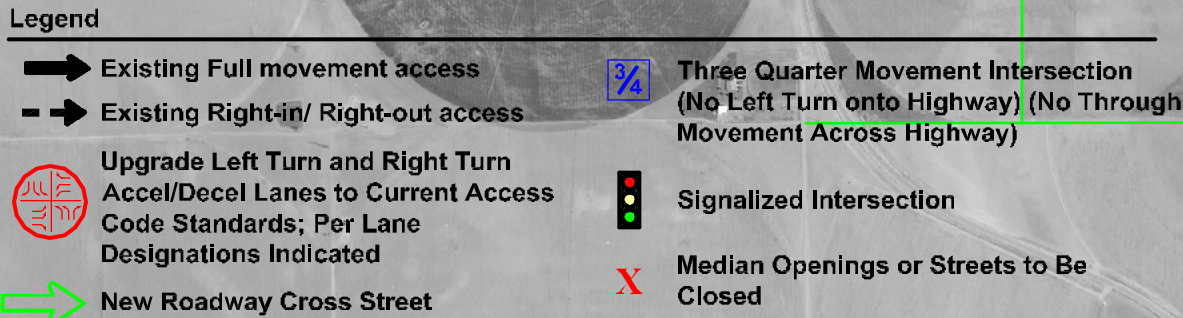
North/Left Side	MP	Description	MP	South/Right Side
		Residential	116.29	Private
		Field	116.34	Private
Private	116.49	Residential		
PRU	116.74	WCR 47.5/Field	116.74	Private
		Residential	116.78	Private
		Field/Residential	116.80	Private
Private	116.95	Field		
Private	117.25	Field/WCR 49	117.25	PRU
Private	117.27	Field	117.27	Private
Private	117.32	Residential		
		Commercial	117.57	Private
		Commercial	117.62	Private
		Residential	117.71	Private
PRU		WCR 49.5/Field	117.74	Private
		Residential	117.76	Private
Private	117.87	Field		
		Field	117.89	Private
		Field/Residential	118.03	Private
		Residential	118.09	Private
		Field	118.14	Private
Private	118.16	Field		
PRU	118.20	WCR 51	118.20	PRU
		Field	118.44	Private
Private	118.48	Field		
		Residential	118.67	Private
Private	118.70	Field		
		Field	118.71	Private
Private	118.74	Field		
		Kersey Business Route	118.86	PRU
PRU	119.17	SH37/1st St.	119.17	PRU
Private	119.69	Field/9th St.	119.69	PRU
PRU	120.02	WCR 56/WCR 55	120.02	PRU

Legend

PRS = Public Road Signalized
PRU = Public Road Unsignalized



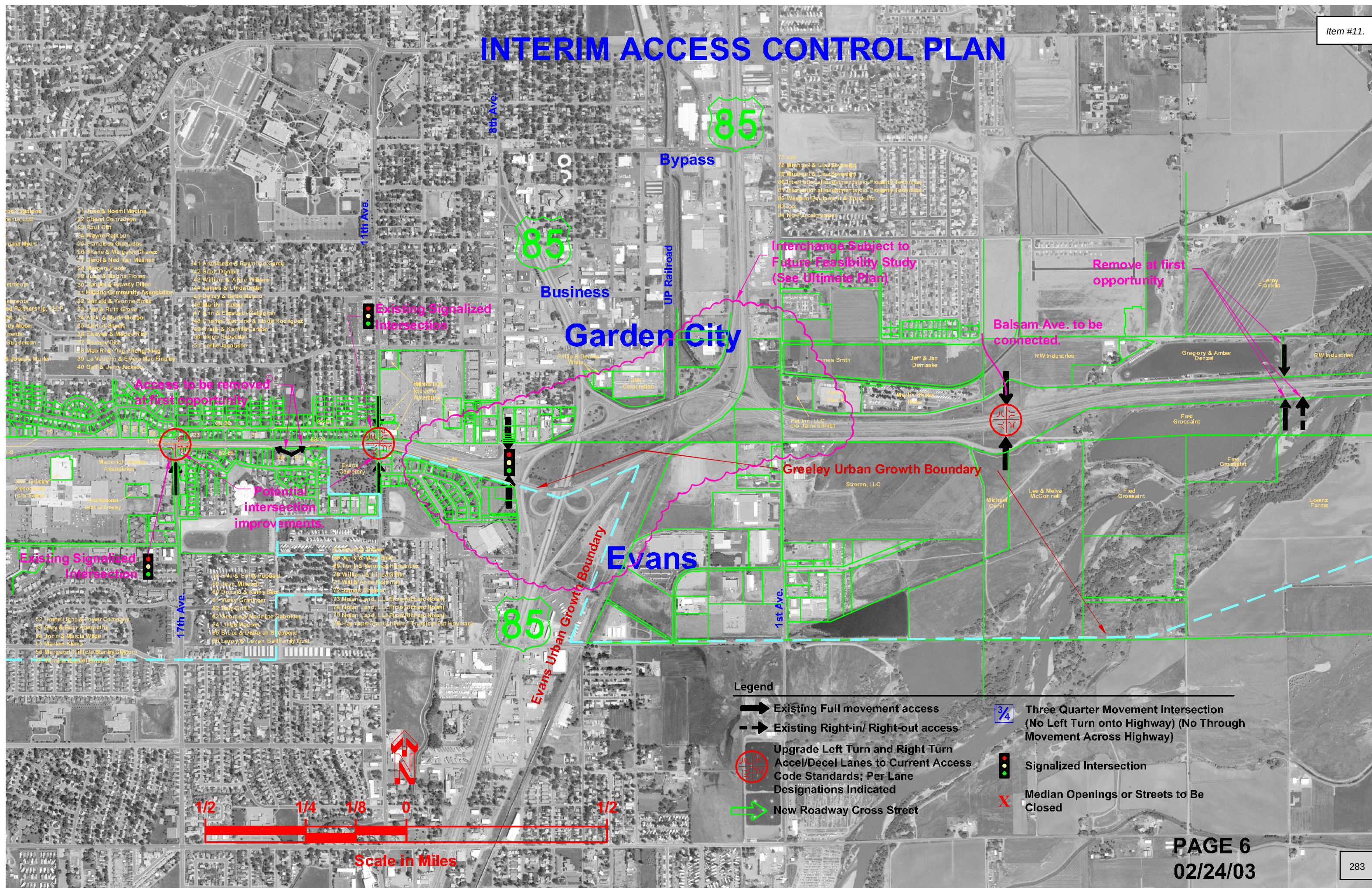
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Greeley



INTERIM ACCESS CONTROL PLAN



INTERIM ACCESS CONTROL PLAN

34

Business

Greeley Urban Growth Boundary

South Platte River

WCR 47.5

WCR 49.5

Consolidate to a single access when conditions allow

WCR 45

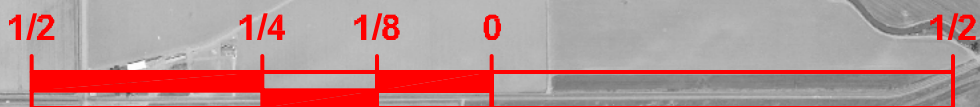
WCR 45.5

WCR 47

WCR 49

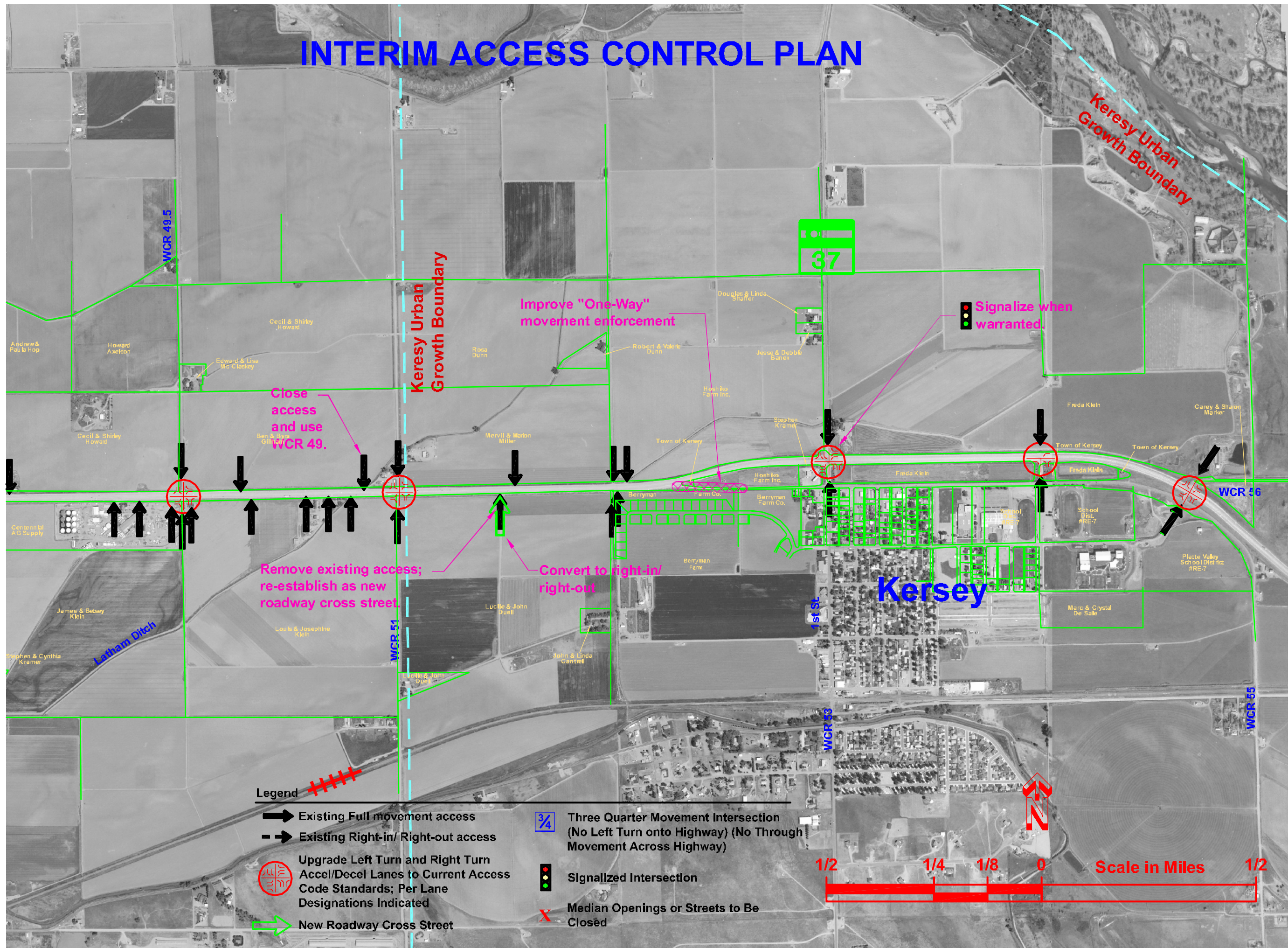
Legend

- Existing Full movement access
- Existing Right-in/ Right-out access
- Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated
- New Roadway Cross Street
- Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)
- Signalized Intersection
- Median Openings or Streets to Be Closed



Scale in Miles

INTERIM ACCESS CONTROL PLAN



ULTIMATE ACCESS CONTROL PLAN

Item #11.

CDOT analysis of this area indicates that the LCR 5 grade-separated interchange may need to be built prior to or concurrent with the future I-25 / US 34 reconstructed interchange. The ultimate configuration of the I-25 / US 34 interchange may impact the LCR 5 intersection in such a way as to necessitate removal of the proposed interim traffic signal and possible restriction of turning movements. While all design and construction efforts of the two interchanges may be coordinated, CDOT participation in the funding for the LCR 5 interchange is not assured as all funding request are subject to the transportation planning process.



Provide Parallel Roadway Connections
To be determined by development plans.

Loveland

Remove when property re-develops and alternative access is available.

Remove existing access points when property re-develops; re-establish as new roadway cross street

15. Pra, LLC
16. Pra, LLC
17. Pra, LLC
18. DML Leasing CO
19. S & G Loveland Partnership (aka Gary Gremberg)
20. Stout- Will Research

Interchange to be "braided" with future I-25 interchange

Interchange to be combined with LCR 5 as a split diamond.

Remove when property re-develops or when railroad overpass is constructed.

LCR 3 Access. Ramp locations to be coordinated with local development.

Windsor

Provide Parallel Roadway Connections
To be determined by development plans.

1. Ronald & Rebecca Glos
2. Deborah Reledoff
3. Elmer Riehl
4. Elmer Mecher Living Trust
5. Mecher Interests, LLC
6. Richard & Barbara Clark
7. Timothy Young & Jennifer Mickus
8. Larry & Mary Moore
9. Larry & Mary Moore
10. Duwayne Beldus
11. Dennis & Elaine Wyatt
12. Dennis & Elaine Wyatt
13. Todd & Kelly Amen

Remove when property re-develops

New Diamond Interchange

Realign Frontage Road

Relocate Frontage Rd. into Thompson Ranch and close existing intersection with US 34.

Remove when property re-develops and alternative access is available.

Remove when property re-develops.

Remove when property re-develops

Remove existing access points when property re-develops; re-establish as new roadway cross street

US 34 grade-separated crossing with railroad may not be necessary unless railroad classification is upgraded.

At-Grade Road Railroad Crossing

Restrict turn movements

Johnstown Urban Growth Boundary

At-Grade Railroad Crossing

County Line Rd (901)

Provide Parallel Roadway Connection
To be determined by development plans.

Johnstown Urban Growth Boundary

Loveland Urban Growth Boundary

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.

Provide Parallel Roadway Connection
To be determined by development plans.

Johnstown

Legend

Existing Full movement access

Existing Right-in/ Right-out access

Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated

New Roadway Cross Street



Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)



Signalized Intersection



Median Openings or Streets to Be Closed



1/2 1/4 1/8 0 1/2

Scale in Miles

ULTIMATE ACCESS CONTROL PLAN

Item #11.

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.

Provide Parallel Roadway Connections
To be determined by development plans.

Provide Parallel Roadway Connections
To be determined by development plans.

Remove when property re-develops

Unsignalized Full Movement Intersection until land redevelops; then close or provide overpass.

Provide Cross Access

Remove when surrounding property develops and alternative access is provided

Windsor Urban Growth Boundary

Remove when property re-develops

New Diamond Interchange

3/4
With connection to WCR 13

Accesses removed when property re-develops

Interchange to remain

(MEDIAN OPENING)

Grade Separation. Provide extra width to accommodate ramp acceleration lane.

US 34 grade-separated crossing with railroad may not be necessary unless railroad classification is upgraded.

Provide Parallel Roadway Connection
To be determined by development plans.

Provide Parallel Roadway Connection
To be determined by development plans.

- 1 Stephen & Christine Lydon
- 2 Alan & Shay Black
- 3 Vern Stutzman
- 4 Luke & Heidi Baysinger
- 5 Robert & Deborah Ackelson
- 6 Duane & Janice Leopard
- 7 Teresa Ribble
- 8 Richard & Leigh Groetky
- 9 William & Kathleen Quam

Remove when property re-develops

Johnstown Urban Growth Boundary

Remove when property re-develops



Legend

- Existing Full movement access
- Existing Right-in/ Right-out access

Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated

New Roadway Cross Street

3/4 Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)

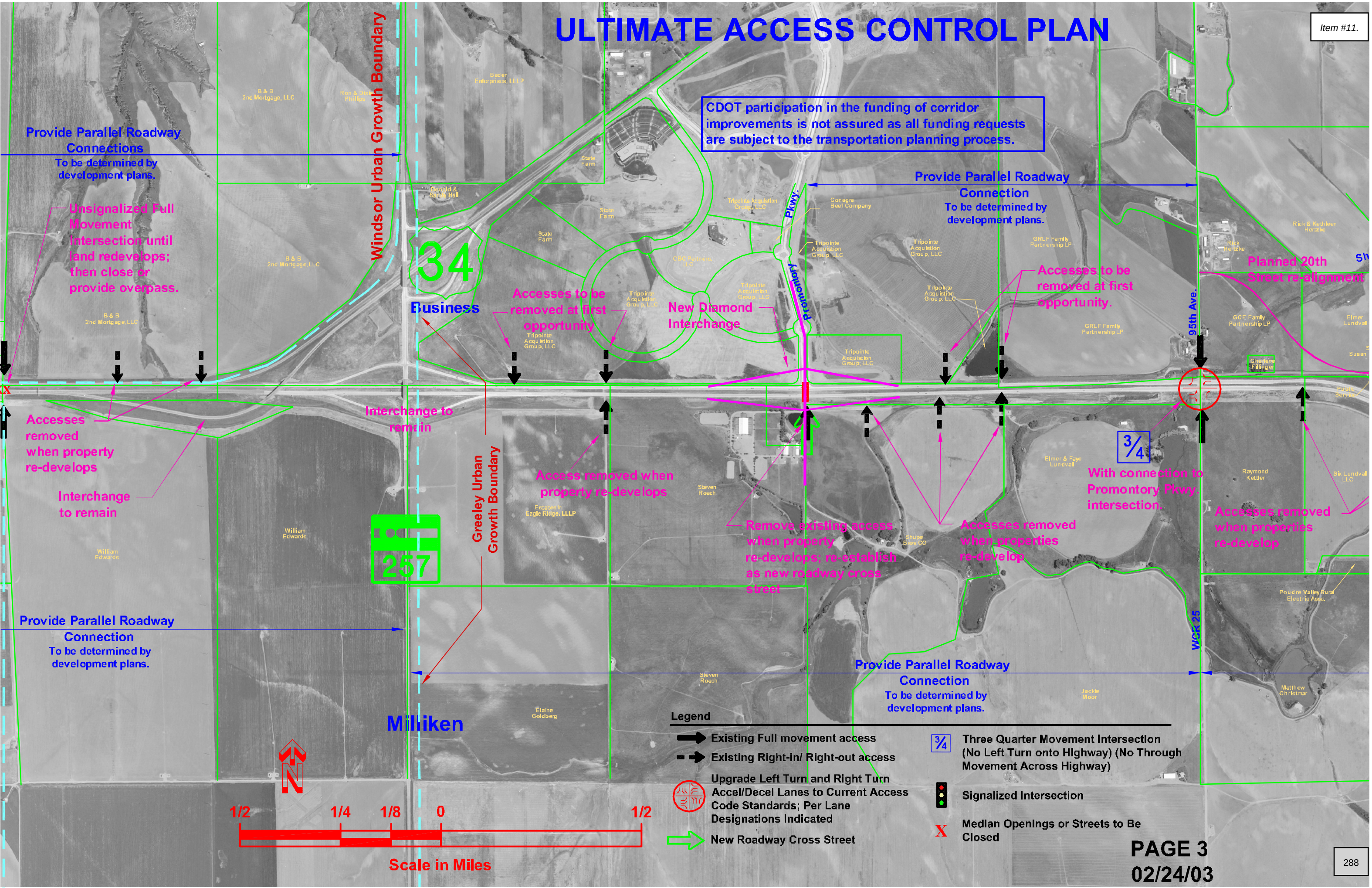
Signalized Intersection

Median Openings or Streets to Be Closed

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02/24/03

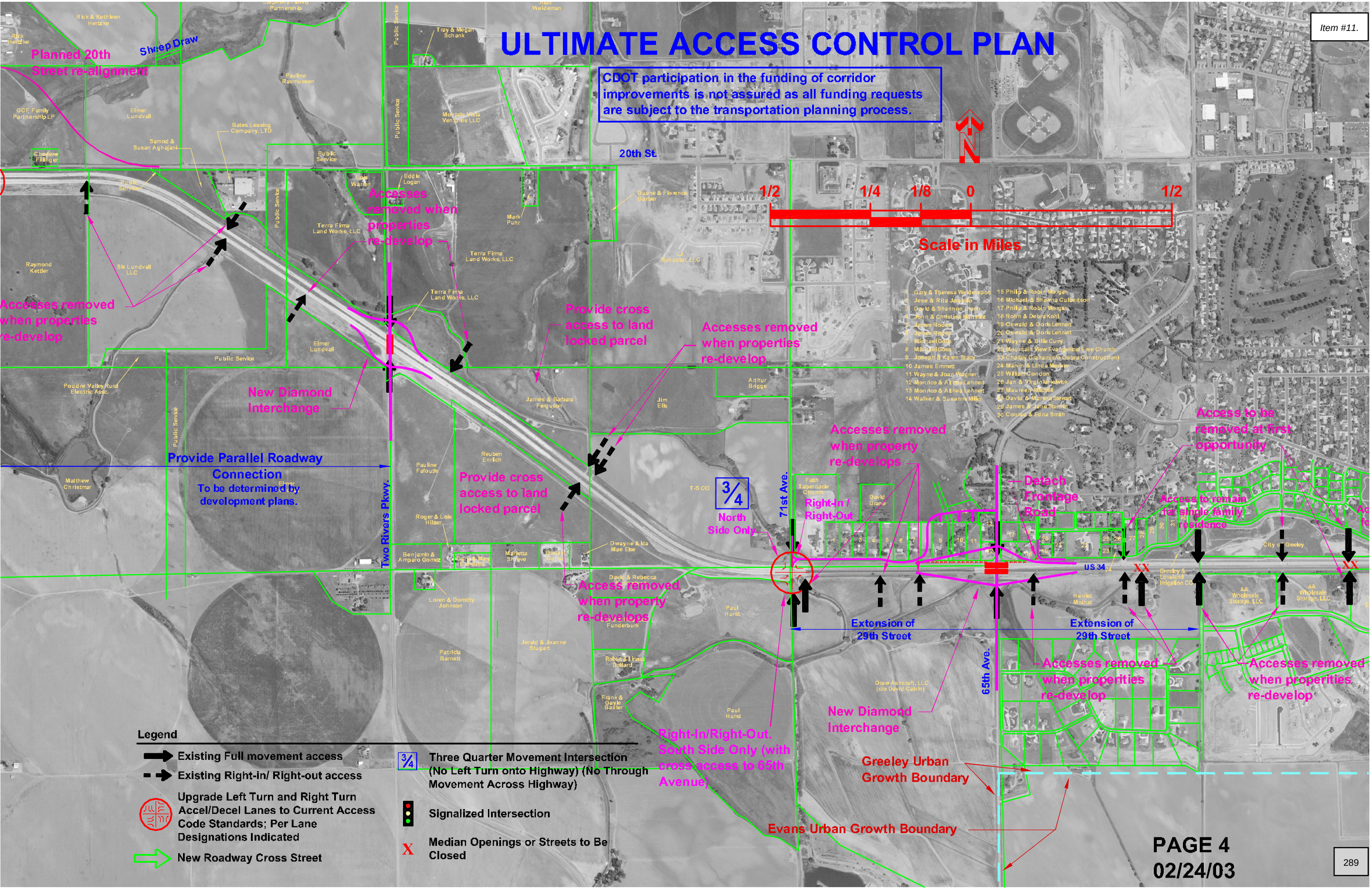
ULTIMATE ACCESS CONTROL PLAN

Item #11.



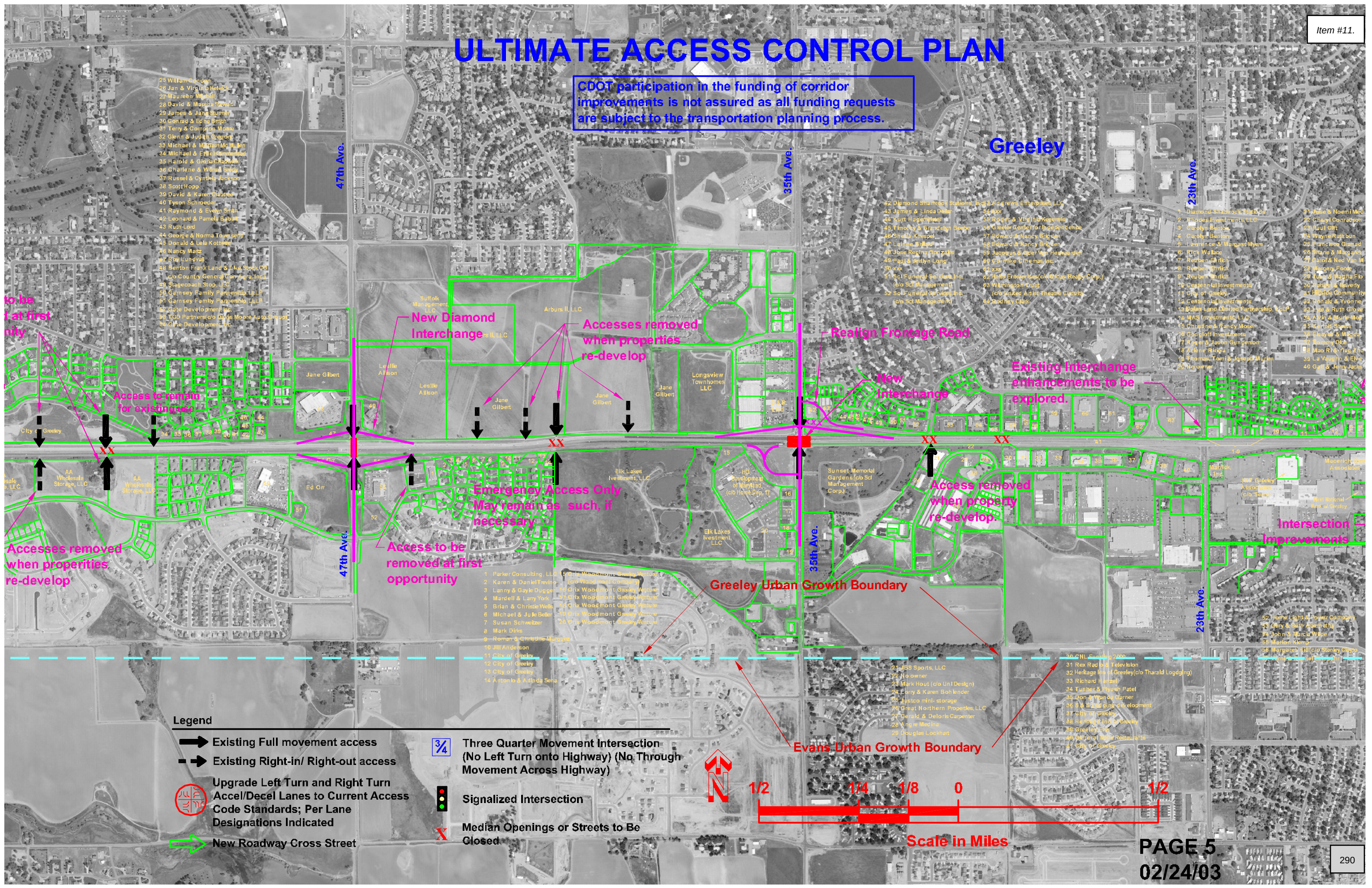
ULTIMATE ACCESS CONTROL PLAN

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.



ULTIMATE ACCESS CONTROL PLAN

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.



- 25 William Gander
- 26 Jan & Virginia Helms
- 27 Maureen Mitchell
- 28 David & Maureen Skowron
- 29 James & Janet Sumner
- 30 Conrad & Edna Smith
- 31 Terry & Compagnon Moore
- 32 Glenn & Judith Oregon
- 33 Michael & Margaret McMillan
- 34 Michael & Evelyn Schmitt
- 35 Harold & Gloria Chaboway
- 36 Charlene & Wanda Brady
- 37 Russell & Cynthia Jackson
- 38 Scott Hogg
- 39 David & Karen Davies
- 40 Tyson Schroeder
- 41 Raymond & Evelyn Smith
- 42 Leonard & Pamela Babak
- 43 Ruth Lord
- 44 George & Norma Townsend
- 45 Donald & Lela Kottman
- 46 Nancy Maritz
- 47 Roy Lundvall
- 48 Benton Frank Land & Lika Stock Co
- 49 Co County General Contractor Inc
- 50 Stagecoach Stop, LLC
- 51 Garmsey Family Partnership, LLP
- 52 Gate Development, Inc.
- 53 TGO Partners (c/o Davis Moore Auto Group)
- 54 Gate Development, Inc.

- 42 Diamond Shrinkwrap Station, LLC
- 43 James & Linda Diller
- 44 Kurt Hoger
- 45 Timothy & Randelyn Benge
- 46 Sheila Kneepel
- 47 Lainea Diller
- 48 Jose Renteria Gonzalez
- 49 Paul & Jody Long
- 50 xxx
- 51 Self Insured Retention, Inc.
- 52 Self Insured Retention, Inc.
- 53 Self Insured Retention, Inc.
- 54 Self Insured Retention, Inc.
- 55 Self Insured Retention, Inc.
- 56 Self Insured Retention, Inc.
- 57 Self Insured Retention, Inc.
- 58 Self Insured Retention, Inc.
- 59 Self Insured Retention, Inc.
- 60 Self Insured Retention, Inc.
- 61 Self Insured Retention, Inc.
- 62 Self Insured Retention, Inc.
- 63 Self Insured Retention, Inc.
- 64 Self Insured Retention, Inc.

- 1 Diamond Shrinkwrap Station, LLC
- 2 Rhonda Investments, LLC
- 3 Carolyn Benton
- 4 Carolyn Benton
- 5 Lawrence & Margaret Myers
- 6 Rick Wallace
- 7 Reuben Gillick
- 8 Reuben Gillick
- 9 Reuben Gillick
- 10 Centennial Investments
- 11 City of Greeley
- 12 Centennial Investments
- 13 Nolan Land Limited Partnership, LLC
- 14 MAS Investments, LLC
- 15 Christine & Randy Mober
- 16 Gooch Investments
- 17 Robert & Jacob Gunterson
- 18 Rene Riggs
- 19 Thomas, Tom & Joseph Mullen
- 20 no owner
- 21 Jesse & Noemi Med
- 22 Cheryl Contreras
- 23 Paul Gilt
- 24 Wayne Rainbun
- 25 Patricia Glanah
- 26 Diane & Margaret
- 27 Carol & Ned Van M
- 28 Margaret Foote
- 29 Lisa & Martha Flo
- 30 Shirley & Beverly
- 31 Barbara Community
- 32 Ronald & Yvonne
- 33 Lisa & Ruth Grove
- 34 Allen & Muriel Moe
- 35 Carol Mober
- 36 Charles & Madge
- 37 Robert Oles
- 38 Mao Rhi Ying and
- 39 La Vaughn & Elva
- 40 Gail & Jerry Jacks

Legend

- ➡ Existing Full movement access
- ➡ Existing Right-in/ Right-out access
- ⬅ Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated
- ➡ New Roadway Cross Street

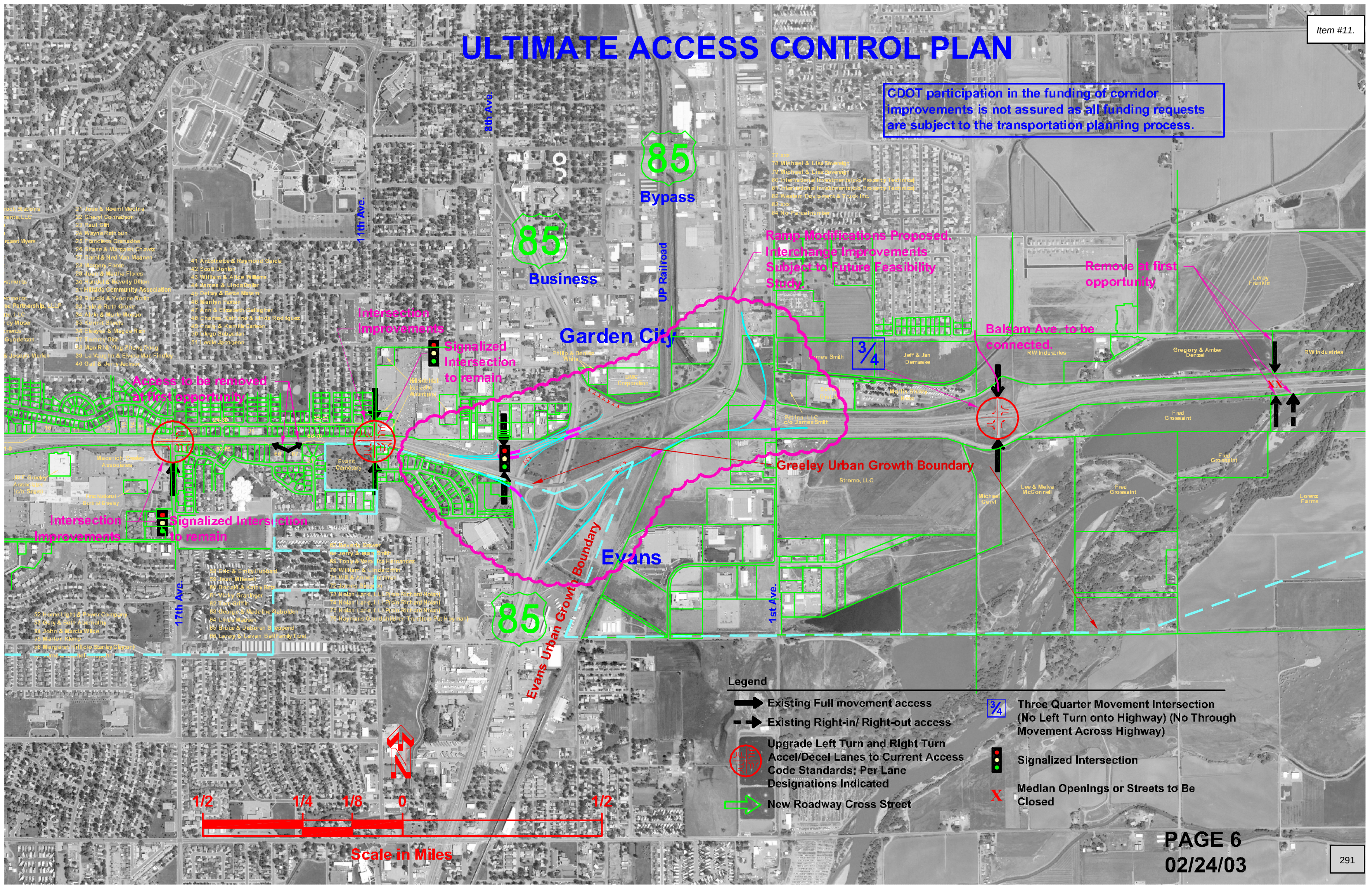
- 3/4 Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)
- ⬅ Signalized Intersection
- X Median Openings or Streets to Be Closed



Scale in Miles

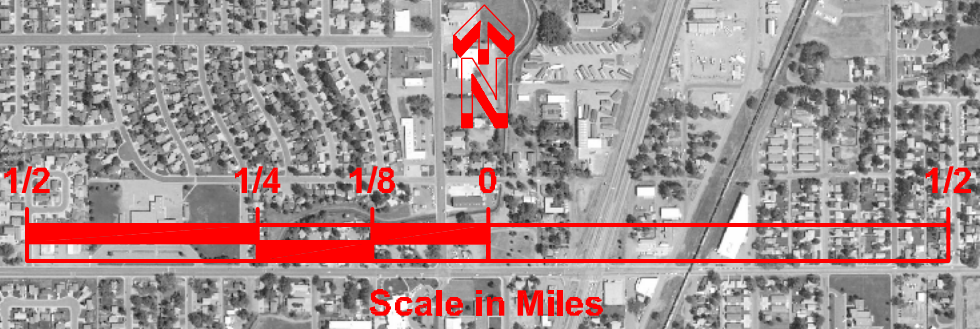
ULTIMATE ACCESS CONTROL PLAN

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.



Legend

- Existing Full movement access
- Existing Right-in/ Right-out access
- Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated
- New Roadway Cross Street
- Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)
- Signalized Intersection
- Median Openings or Streets to Be Closed



ULTIMATE ACCESS CONTROL PLAN

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.

34
Business

Possible Connection From WCR 45. Exact Alignment to be Determined with Development Plans.

Greeley Urban Growth Boundary
South Platte River

Consolidate to a single access when conditions allow

Remove access and use access across from WCR 49 when property re-develops

Signalized Intersection

Access to be removed at first opportunity

Access removed when property re-develops

Signalized Intersection

Remove and use

Right-in/Right-out or Close with connection to US 34 Business route intersection.

Provide cross access when property develops.

Accesses removed when properties re-develop

Accesses removed when properties re-develop

Accesses removed when properties re-develop.

Accesses to be removed at first opportunity

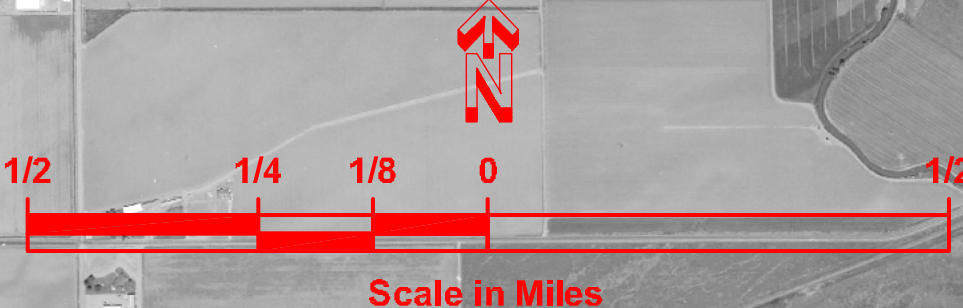
Remove and establish access to WCR 49 and to point across from WCR 49.5 when property re-develops.

Ultimately remove accesses and use access across from WCR 49.5 in association with re-development

Ultimately remove accesses and use access across from WCR 47.5 in association with re-development

Legend

- Existing Full movement access
- Existing Right-in/ Right-out access
- Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated
- New Roadway Cross Street
- Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)
- Signalized Intersection
- Median Openings or Streets to Be Closed



ULTIMATE ACCESS CONTROL PLAN

CDOT participation in the funding of corridor improvements is not assured as all funding requests are subject to the transportation planning process.

Remove access and use access across from WCR 49 when property re-develops.

Remove access and use WCR 51.

Improve "One-Way" movement enforcement

Accesses removed when properties re-develop

Dual left turn lanes on south approach given short distance to Hill Street.

Remove existing access when property re-develops; re-establish as new roadway cross street.

Connect WCR 56 to new WCR 55 intersection

Remove accesses access across from 5 in association with

Remove accesses access across from 5 in association with

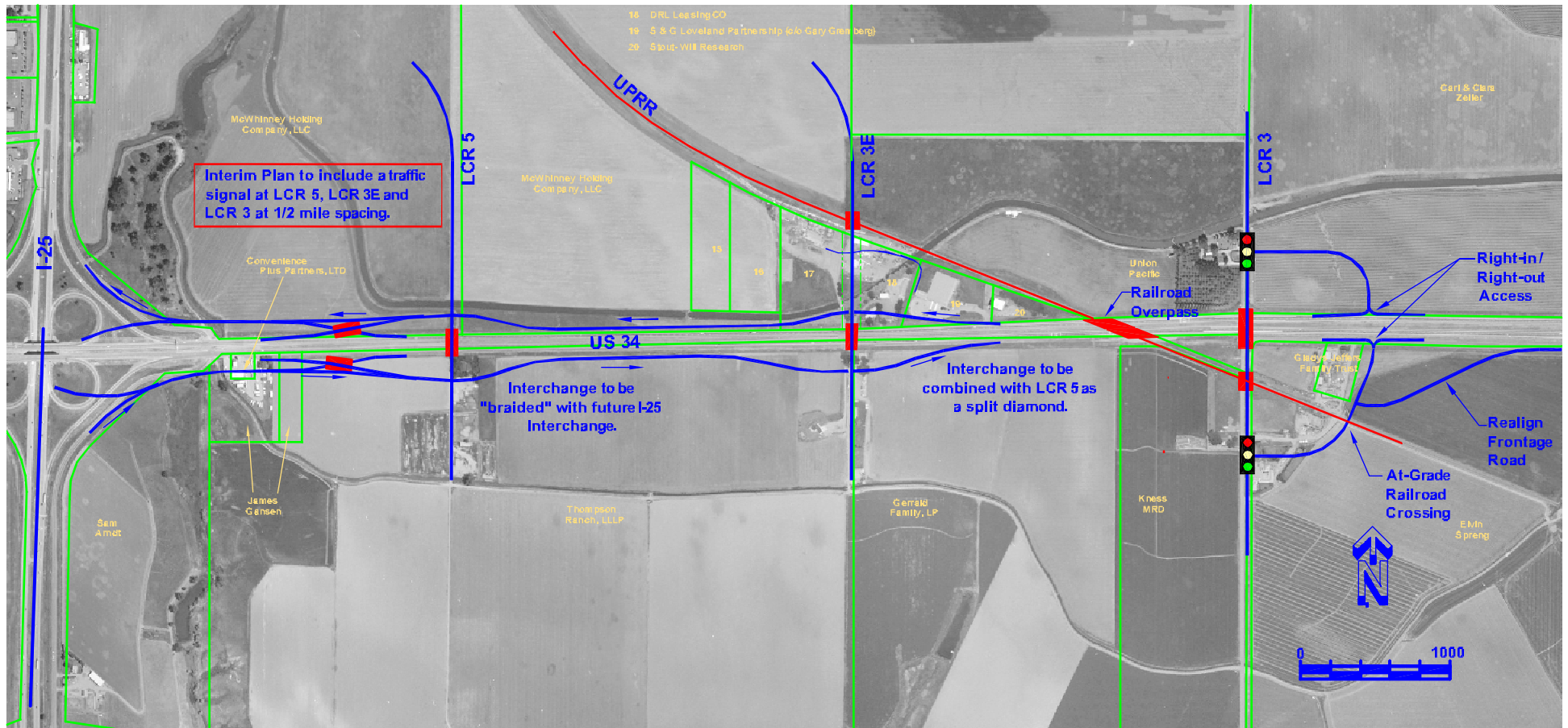
Legend

- Existing Full movement access
- Existing Right-in/ Right-out access
- Upgrade Left Turn and Right Turn Accel/Decel Lanes to Current Access Code Standards; Per Lane Designations Indicated
- New Roadway Cross Street

- Three Quarter Movement Intersection (No Left Turn onto Highway) (No Through Movement Across Highway)
- Signalized Intersection
- Median Openings or Streets to Be Closed

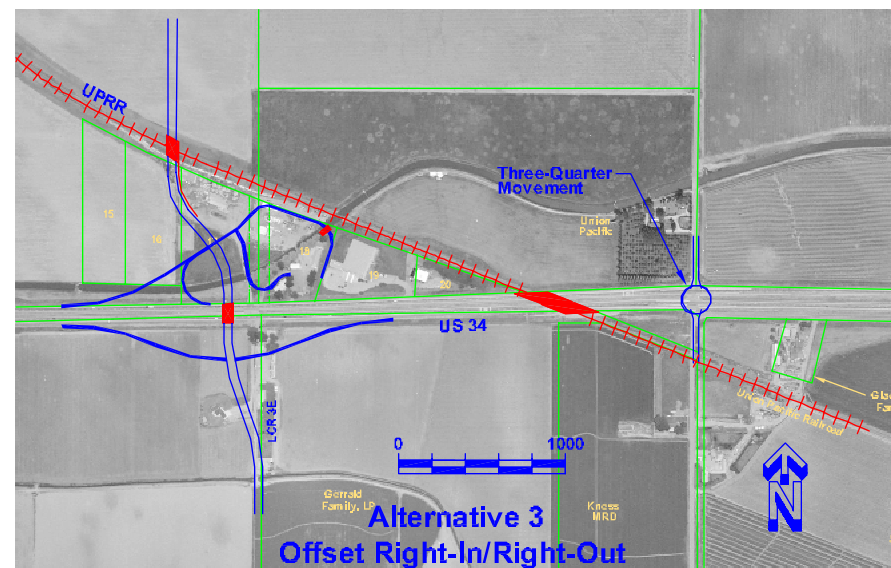
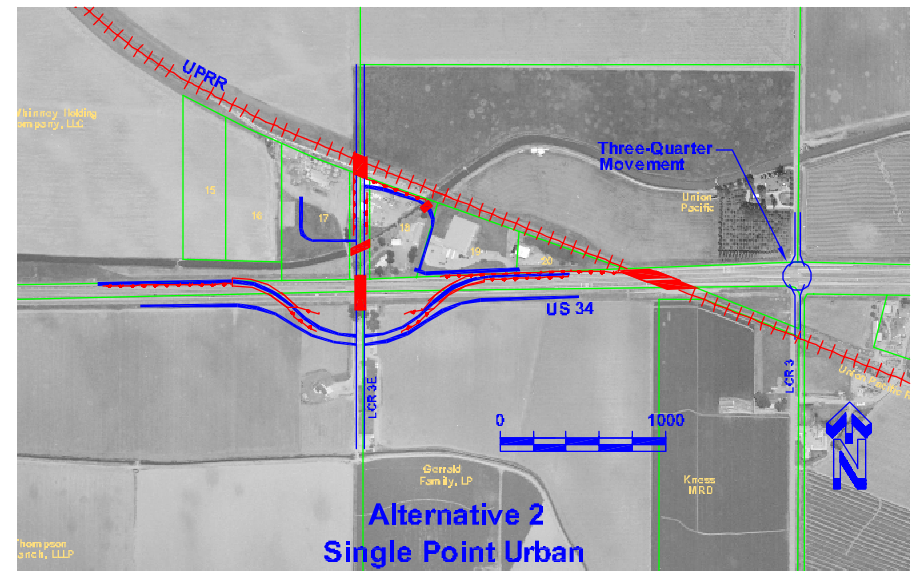
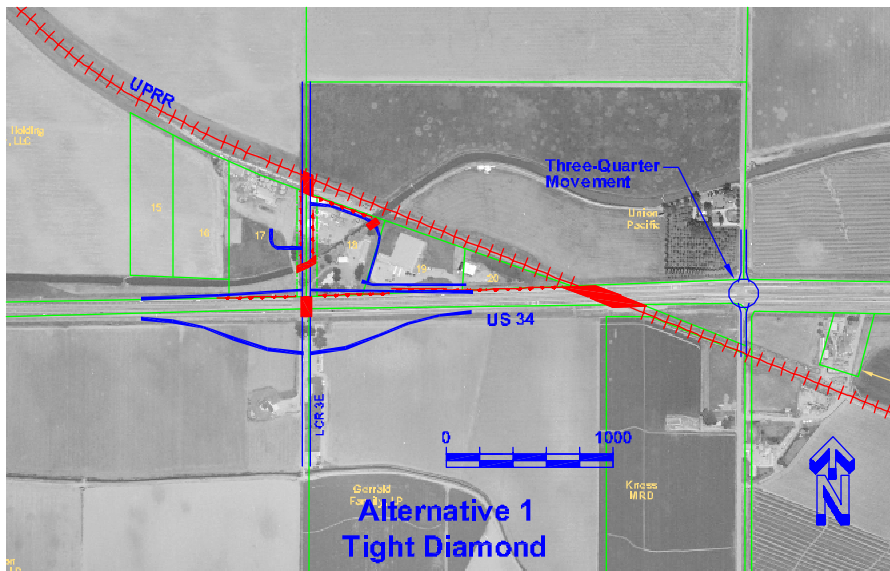


I-25 to LCR 3 Recommended Alternative for LCR 5, 3E and 3



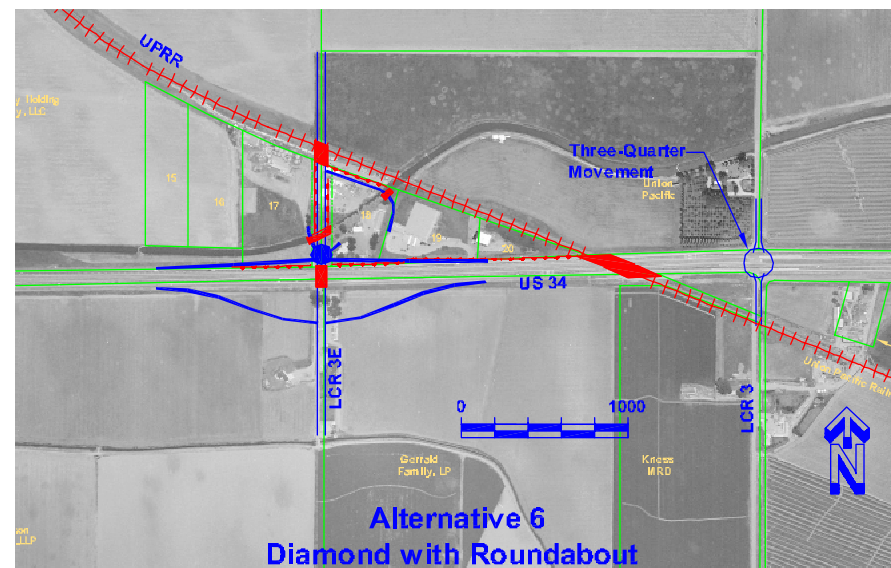
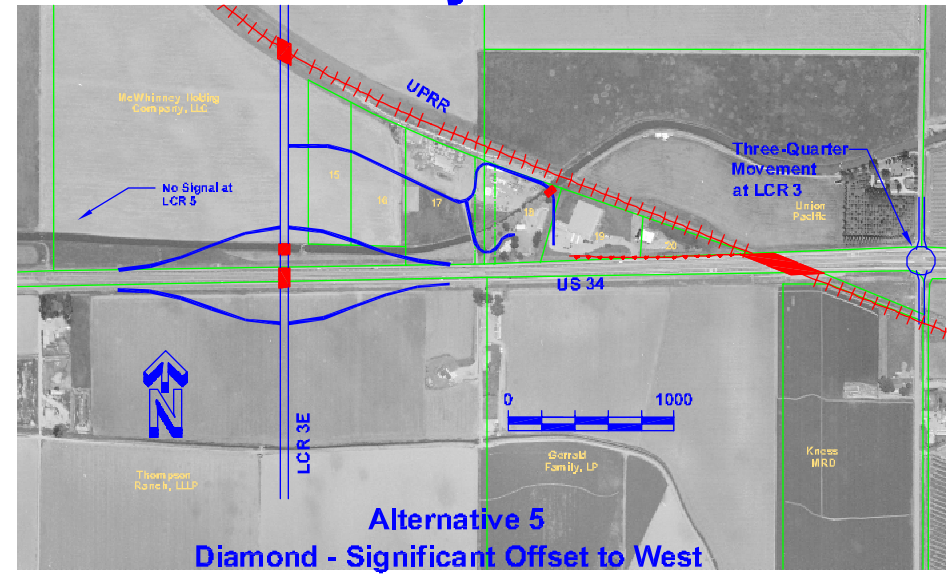
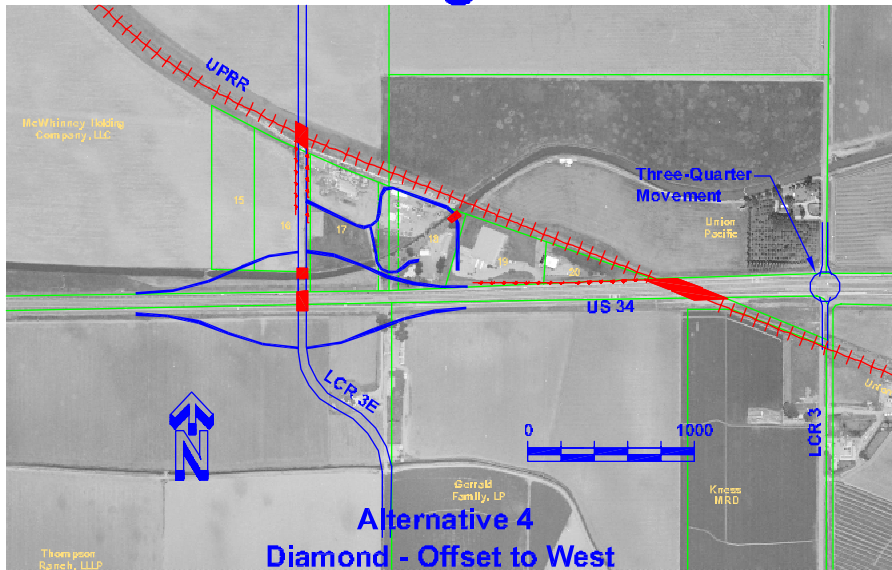
Appendix D - Figure 1

Interchange Alternatives at Larimer County Road 3E



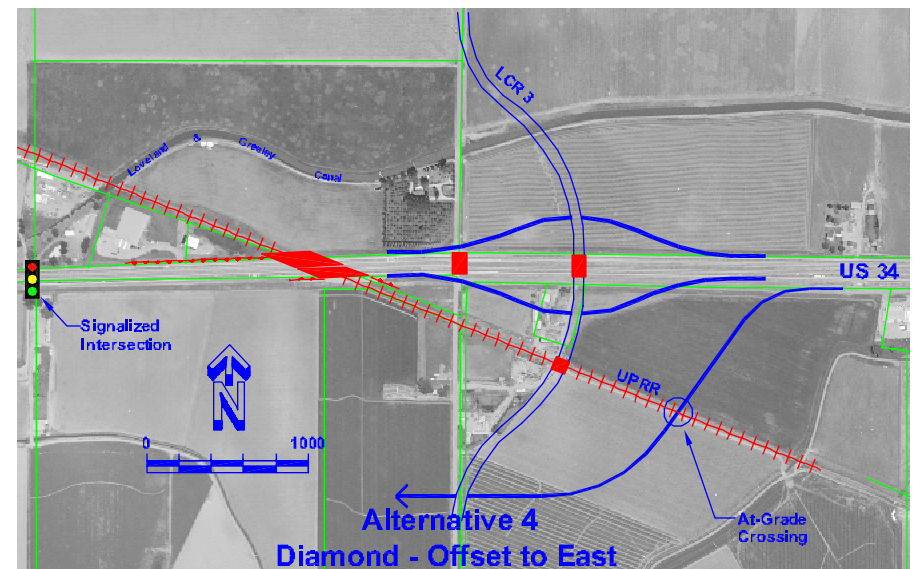
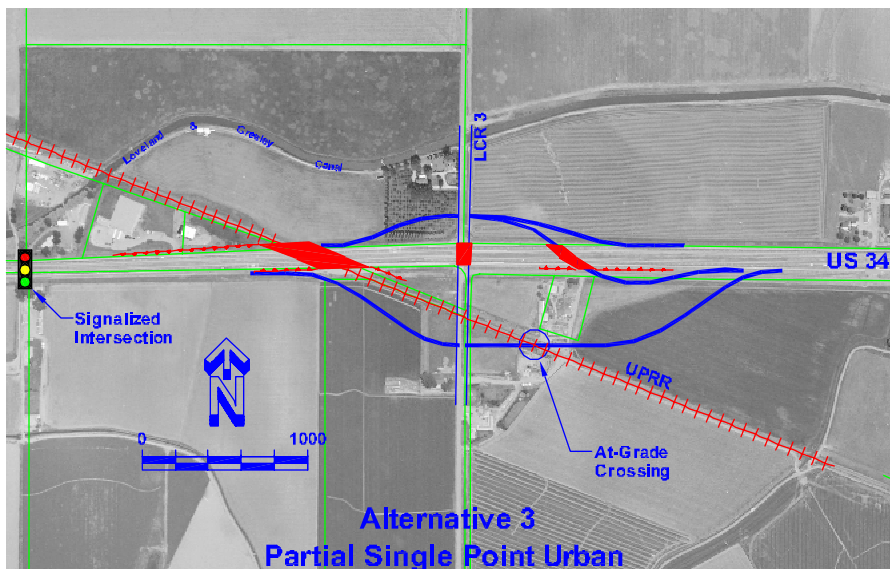
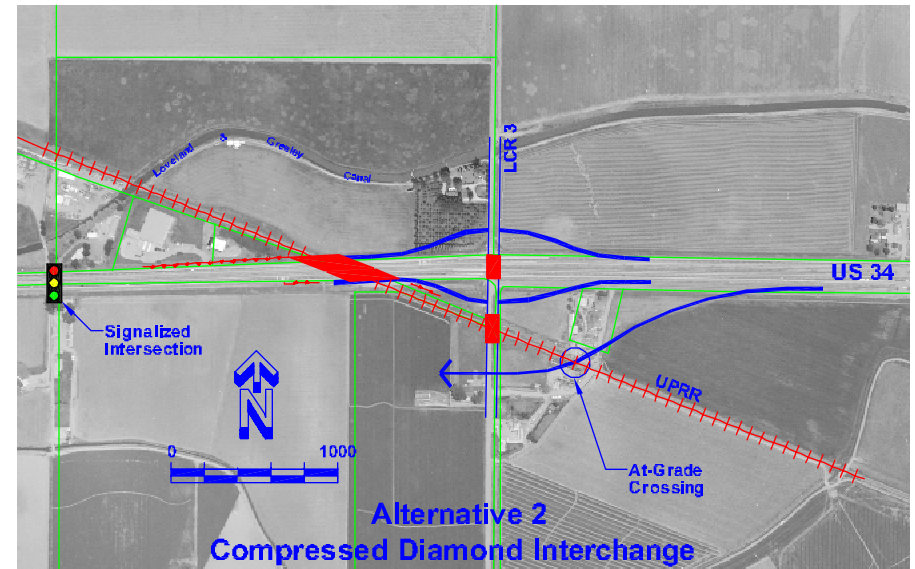
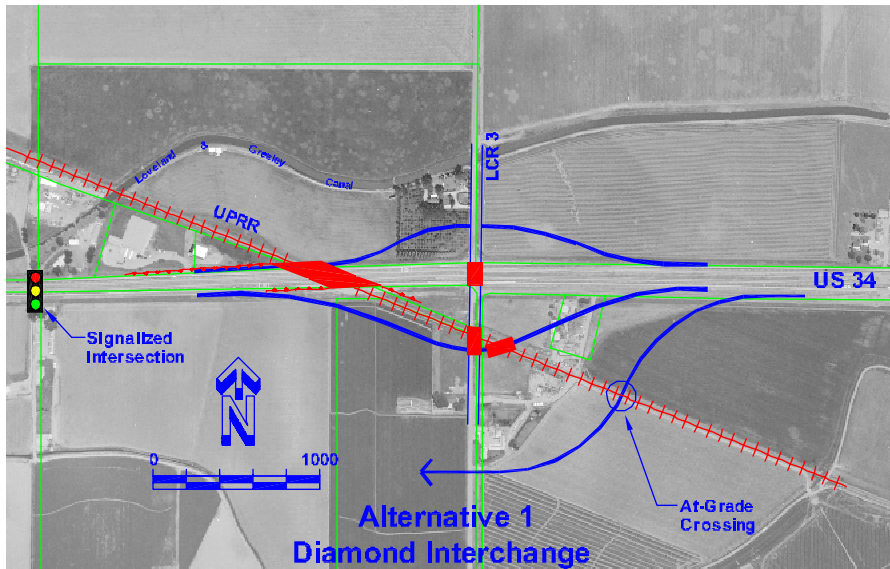
Appendix D - Figure 2

Interchange Alternatives at Larimer County Road 3E



Appendix D - Figure 3

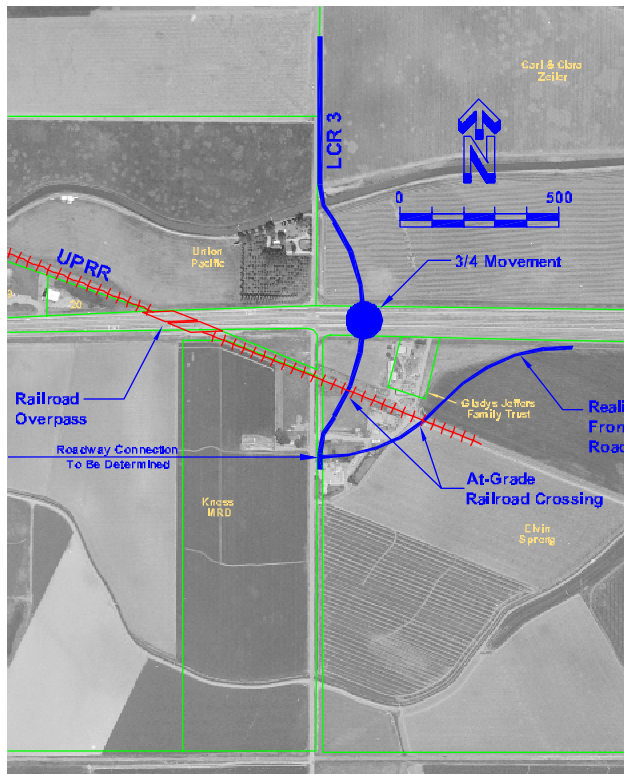
Interchange Alternatives at LCR 3



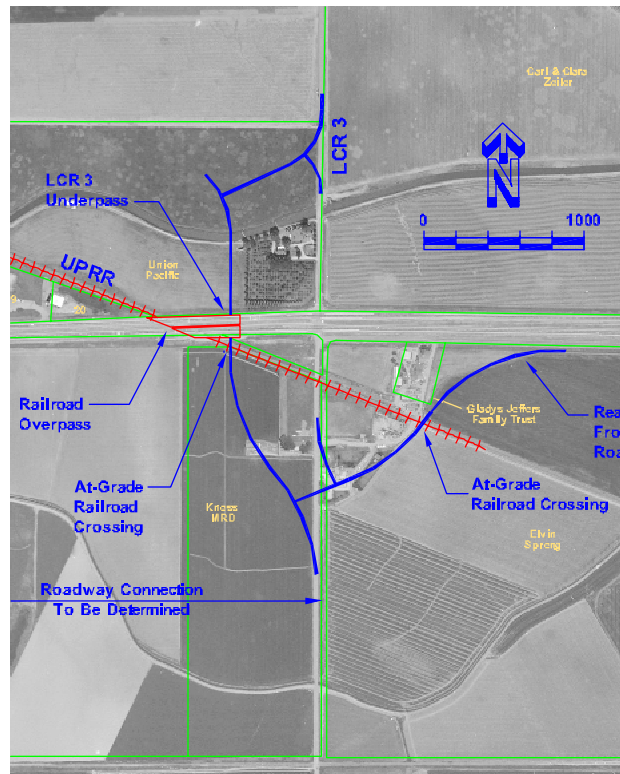
Appendix D - Figure 4

LCR 3 At-Grade Intersection Alternatives

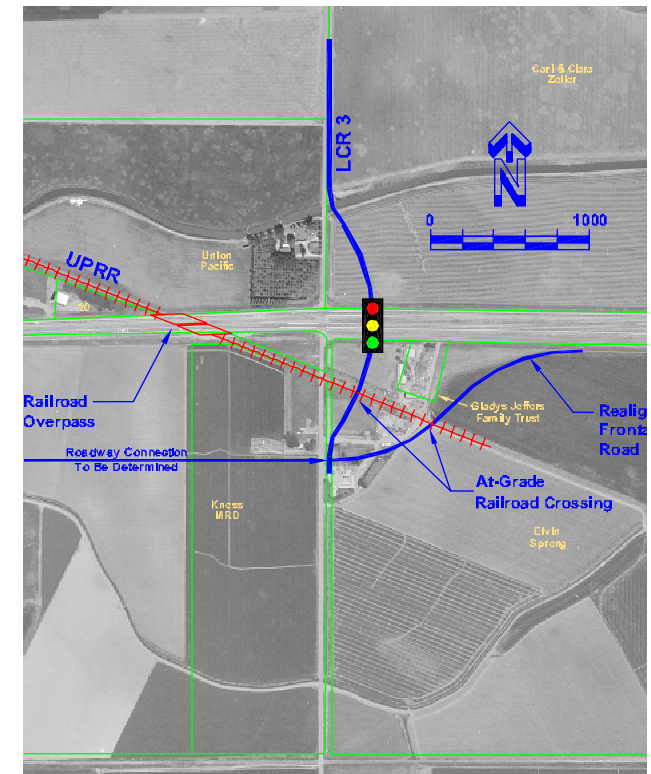
Alternative 5
3/4 Movement Intersection



Alternative 6
Underpass - No US 34 Access



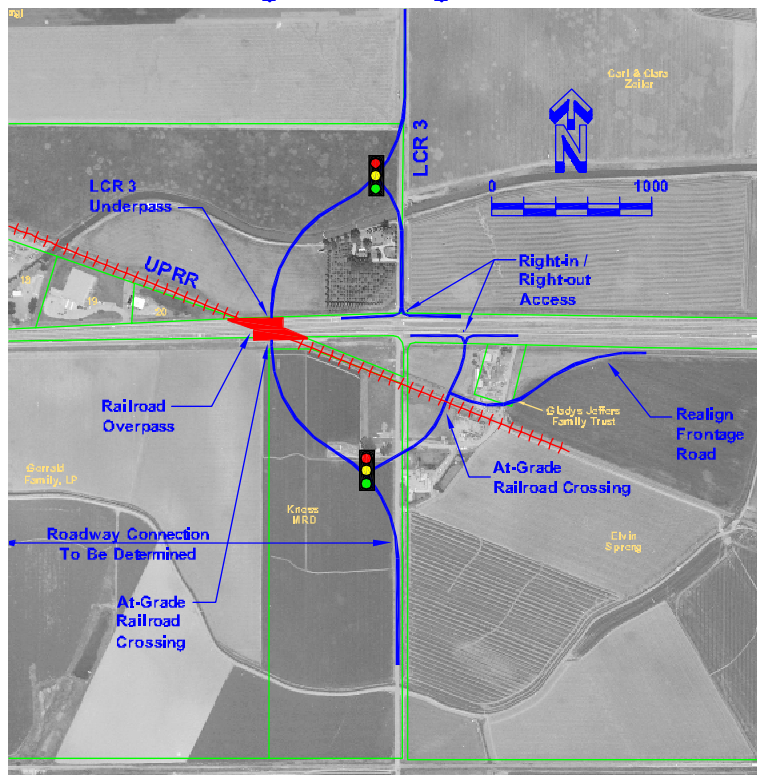
Alternative 7
Signalized Intersection



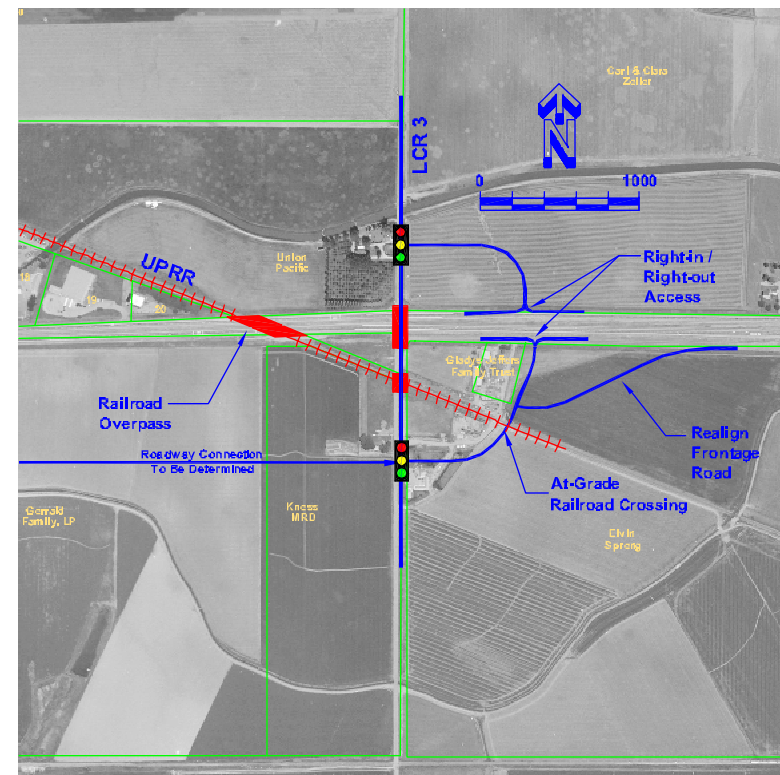
Appendix D - Figure 5

LCR 3 At-Grade Intersection Alternatives

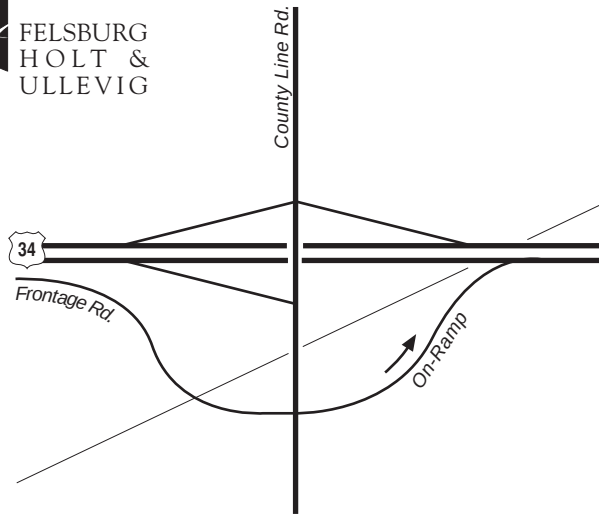
Alternative 8
Underpass at US 34 -
Right-in/Right-outs



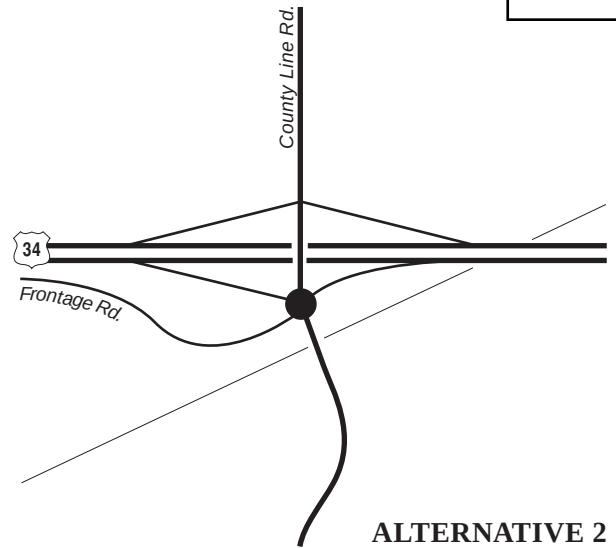
Alternative 9
LCR 3 Overpass -
Right-in/Right-outs



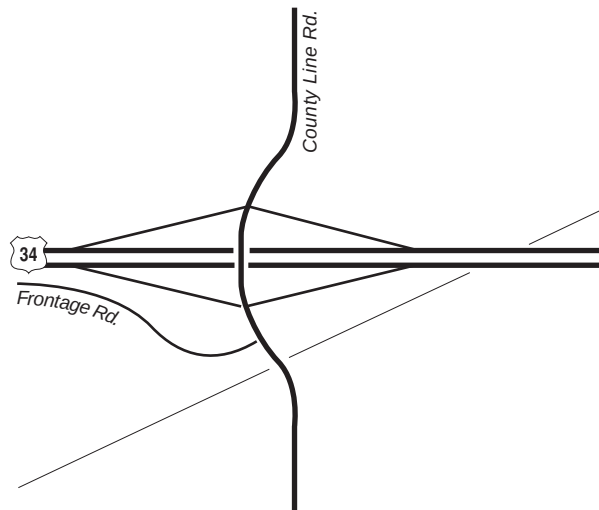
Appendix D - Figure 6



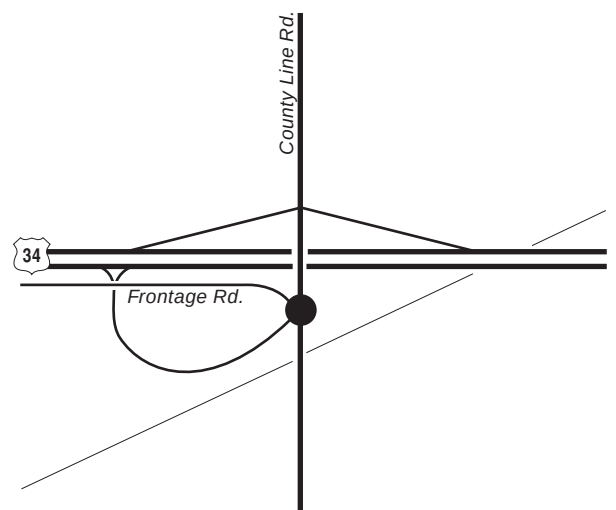
ALTERNATIVE 1



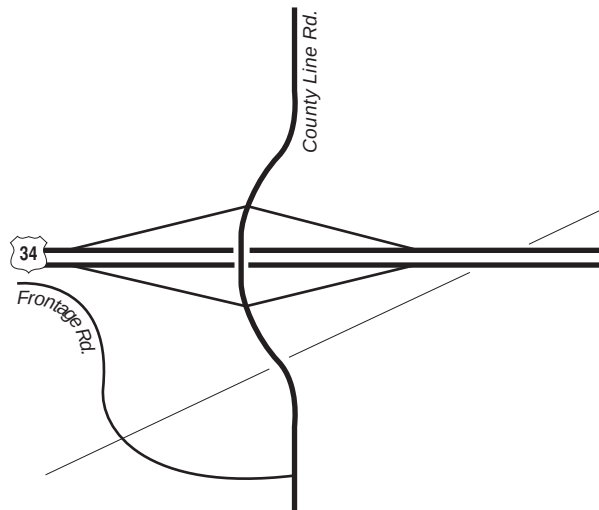
ALTERNATIVE 2



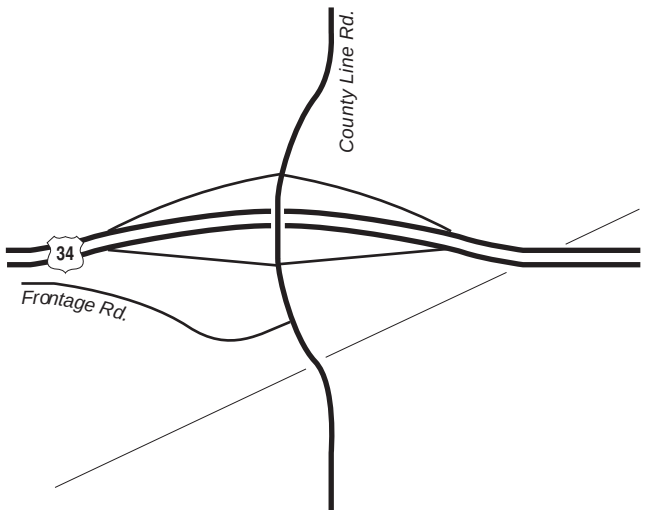
ALTERNATIVE 3



ALTERNATIVE 4



ALTERNATIVE 5



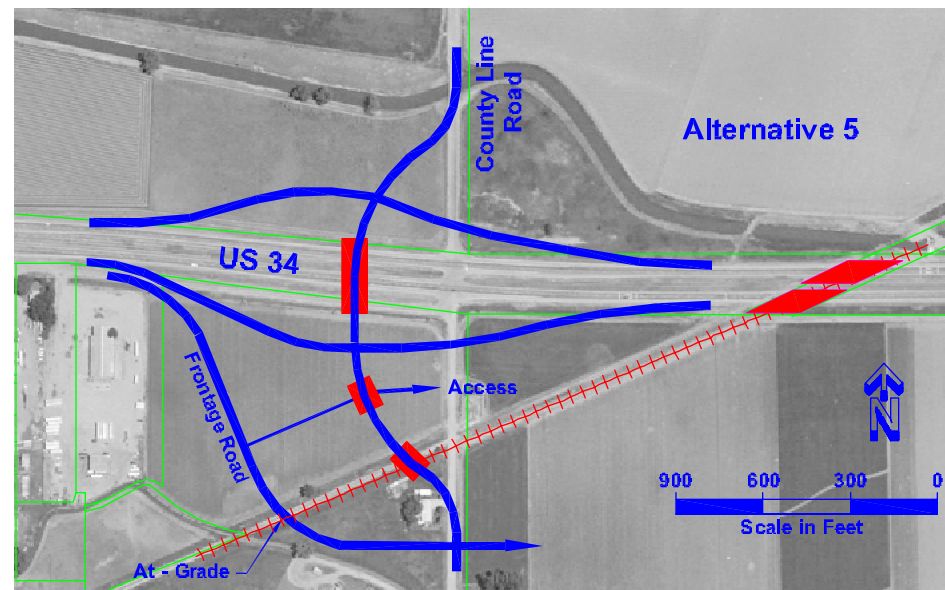
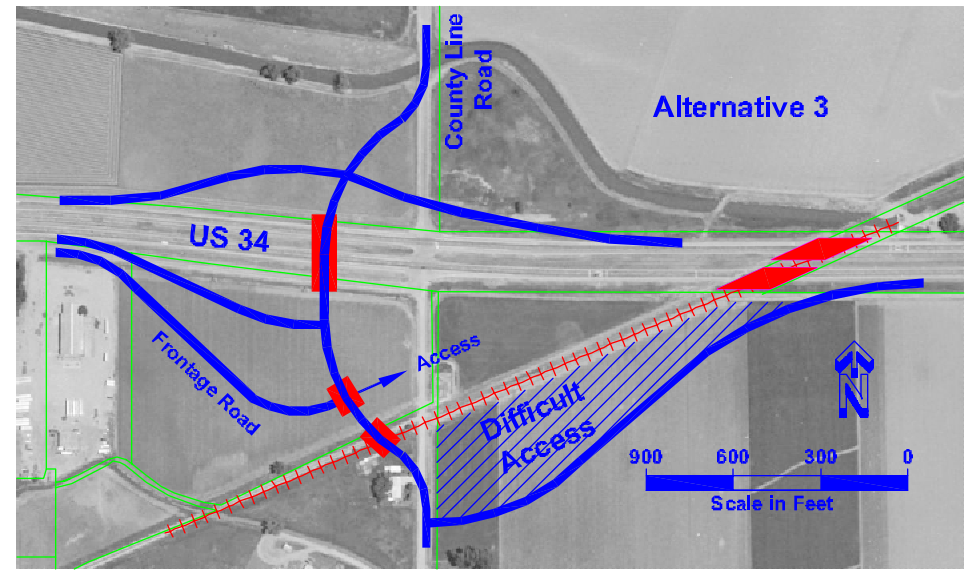
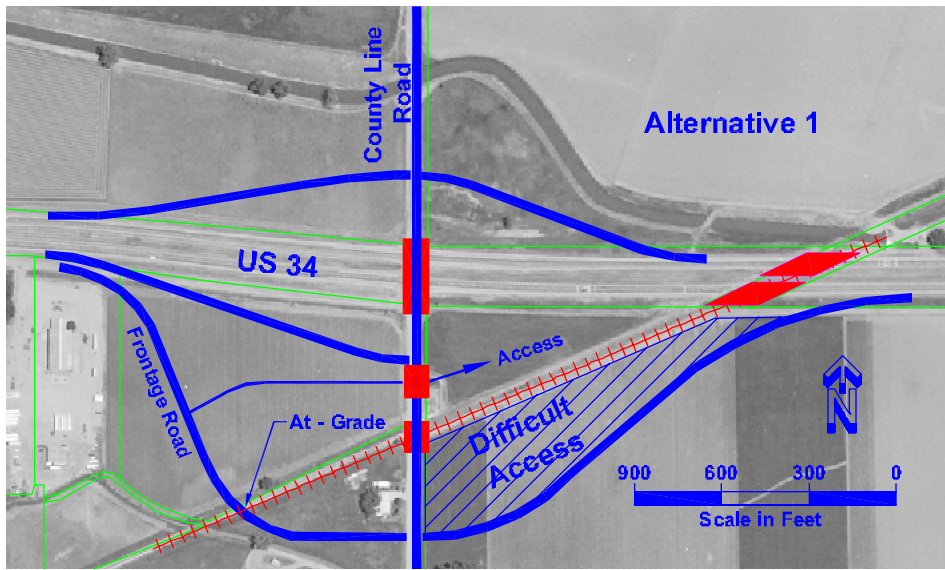
ALTERNATIVE 6

Appendix D - Figure 7

**US 34 / County Line Road
Interchange Alternatives (1-6)**

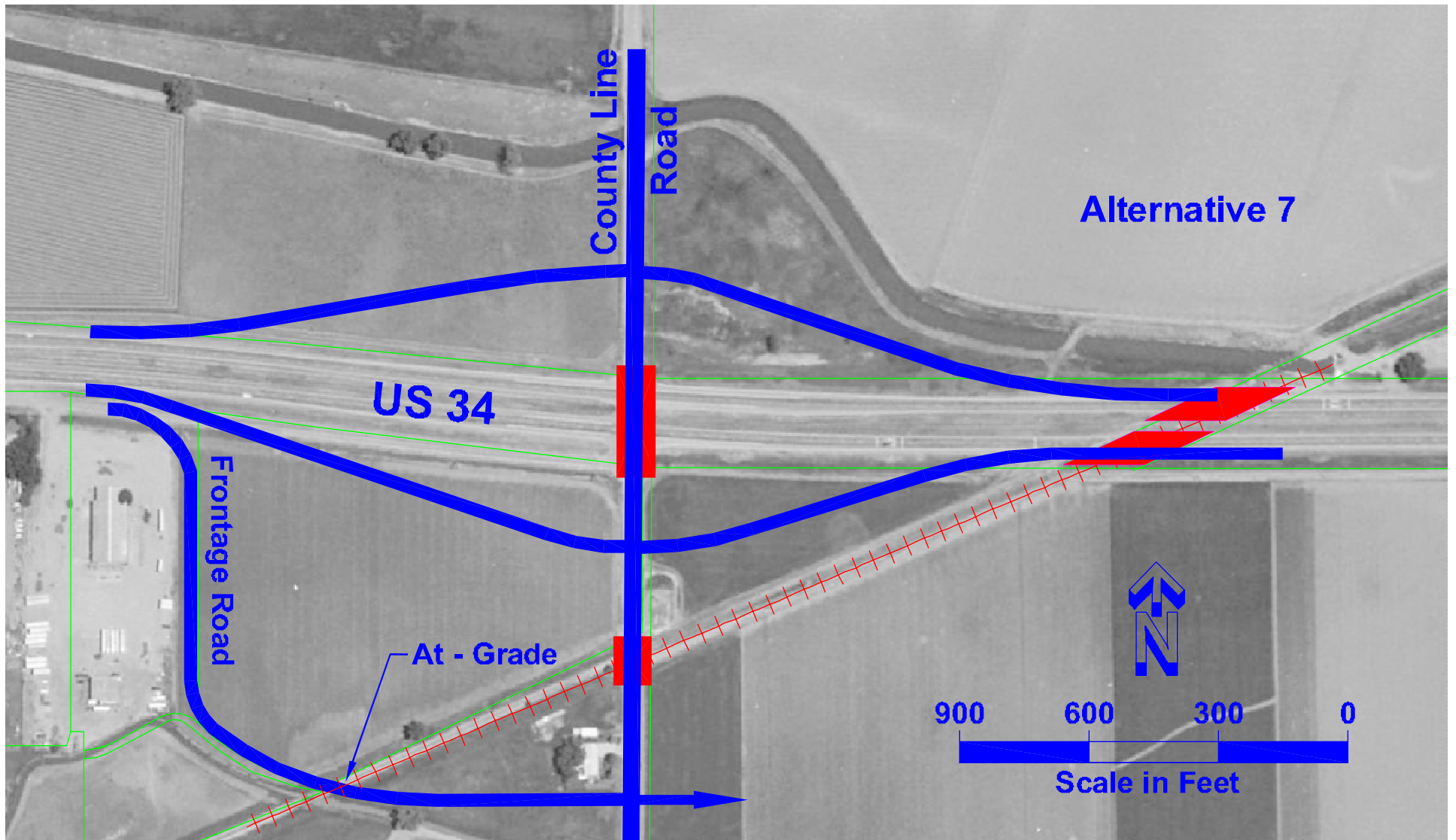


County Line Rd. Interchange Alternatives



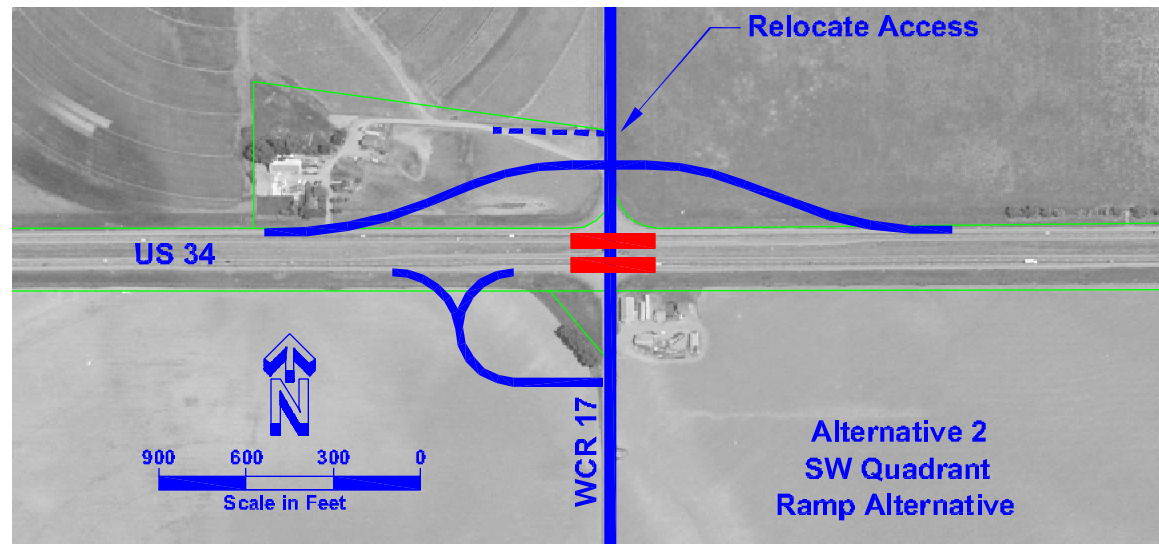
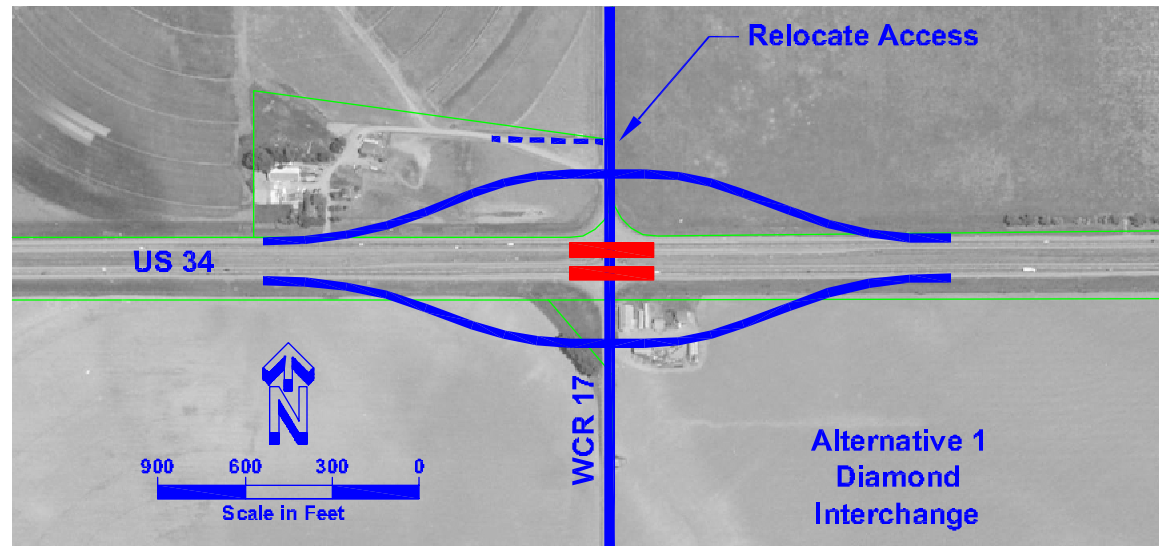
Appendix D - Figure 8

County Line Rd. Preferred Interchange Alternative



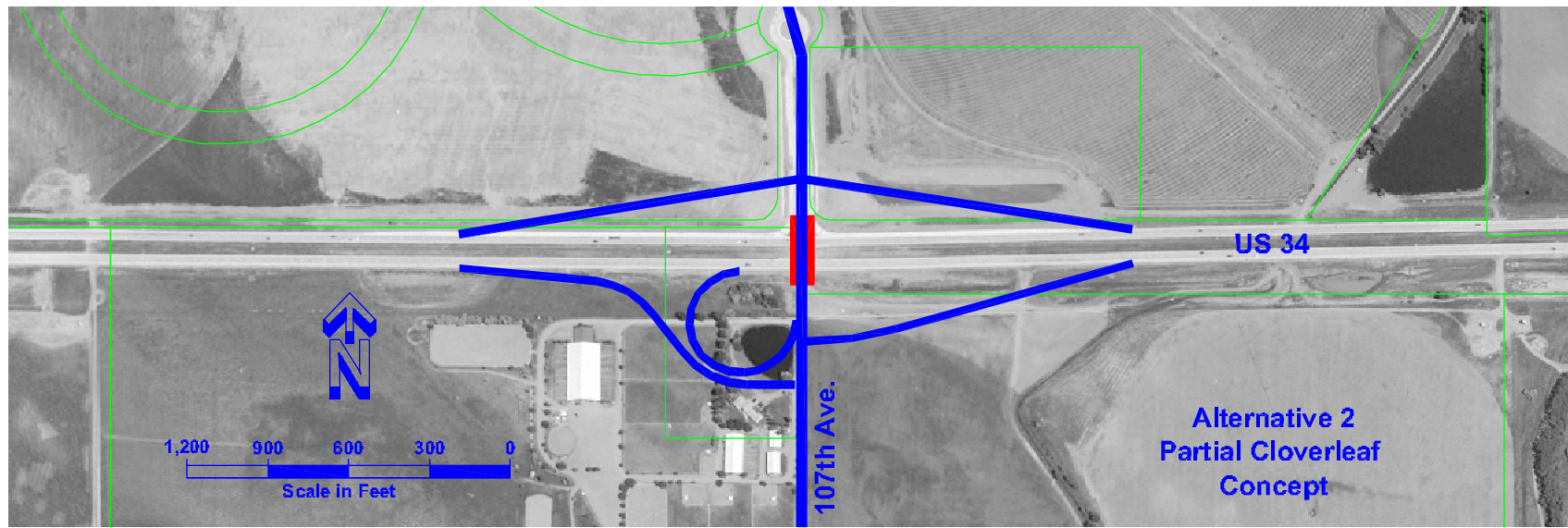
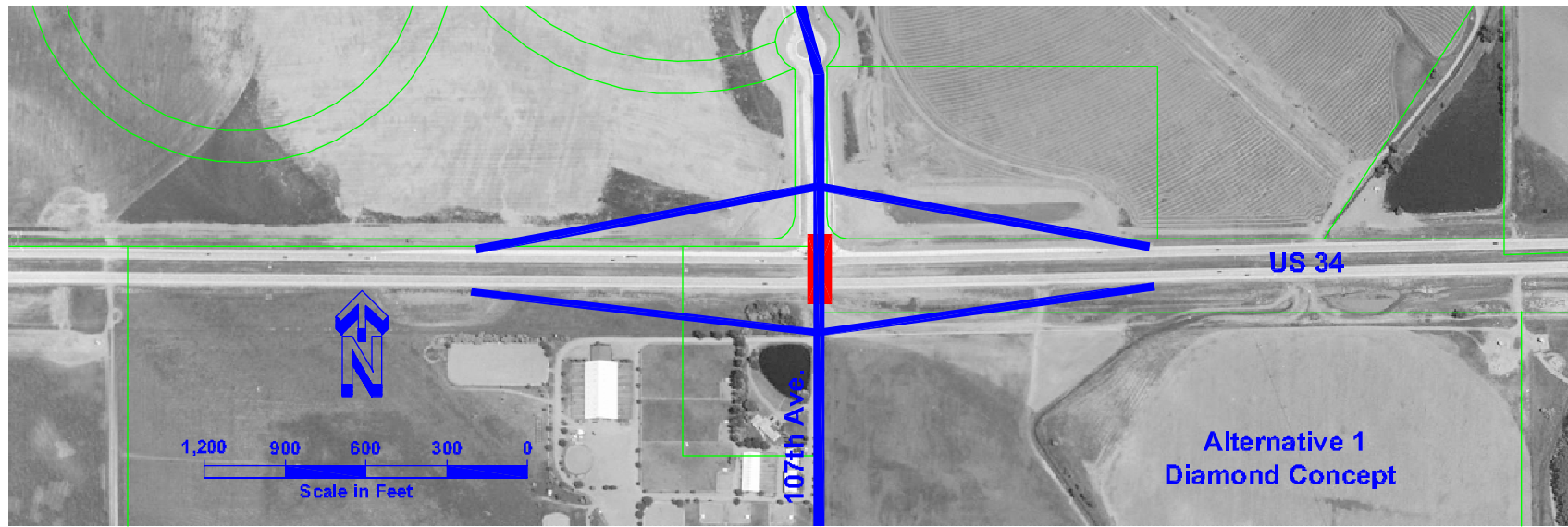
Appendix D - Figure 9

WCR 17 Interchange Alternatives



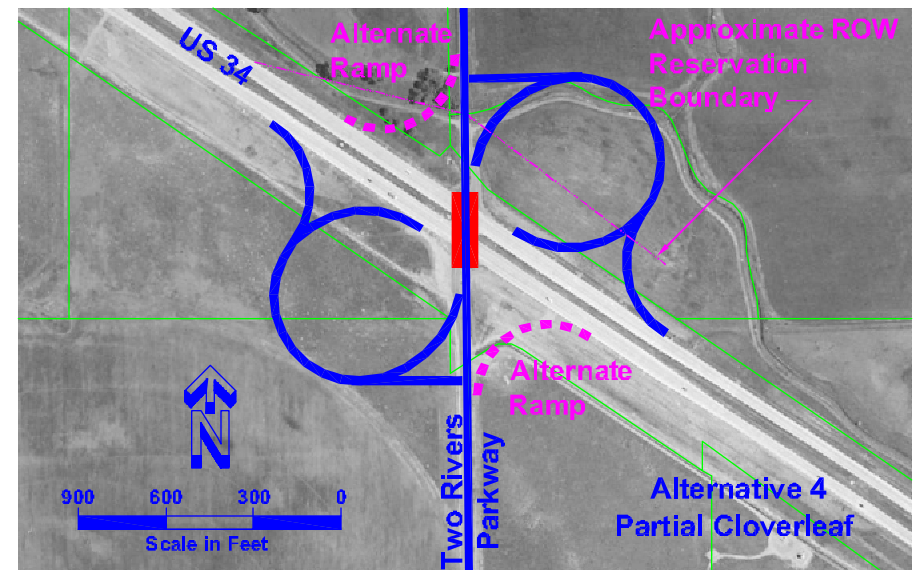
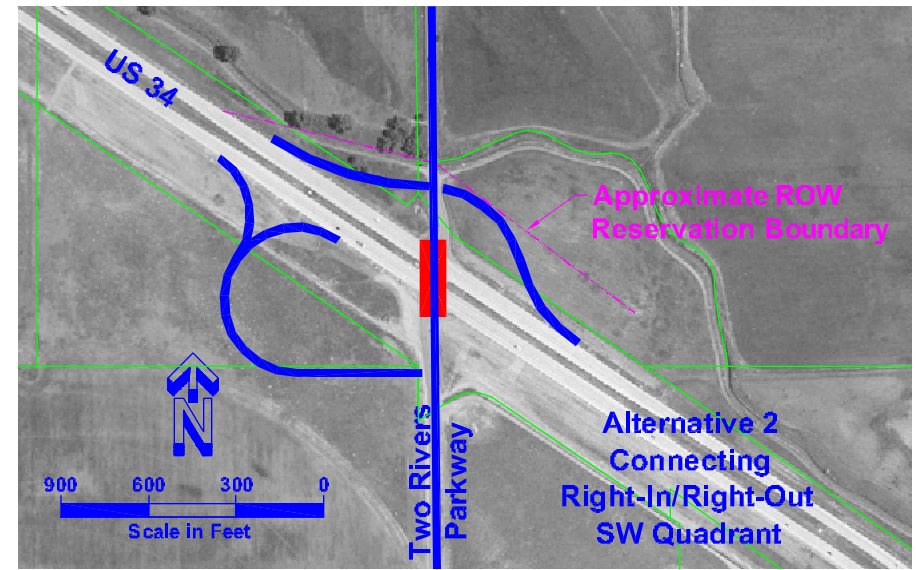
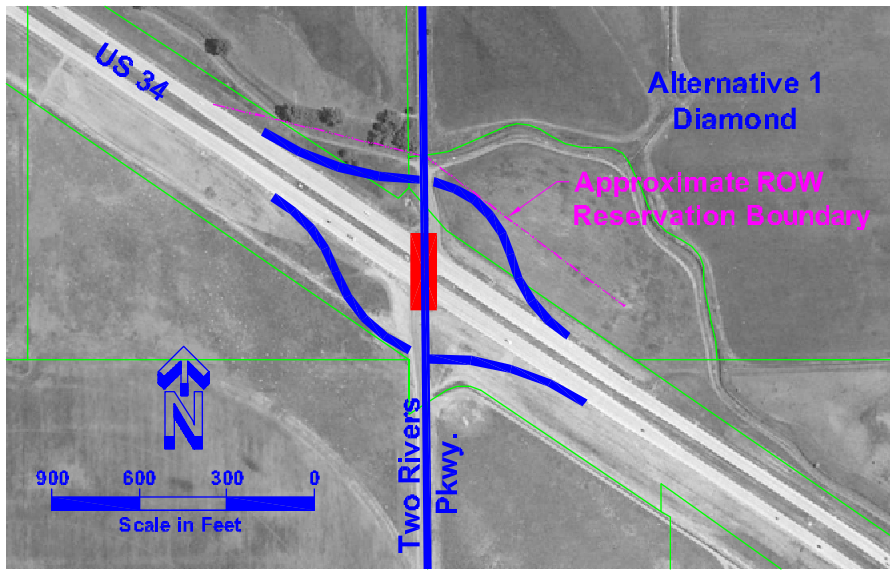
Appendix D - Figure 10

Promontory Parkway Interchange Alternatives



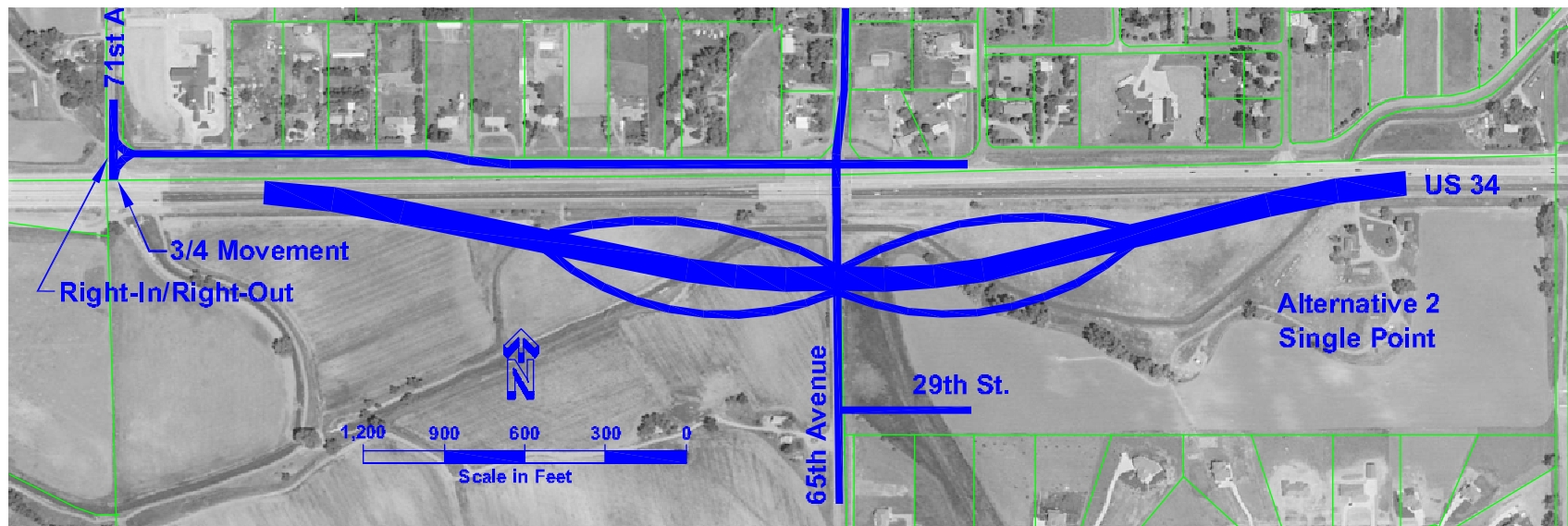
Appendix D - Figure 11

Two Rivers Pkwy. Interchange Alternatives



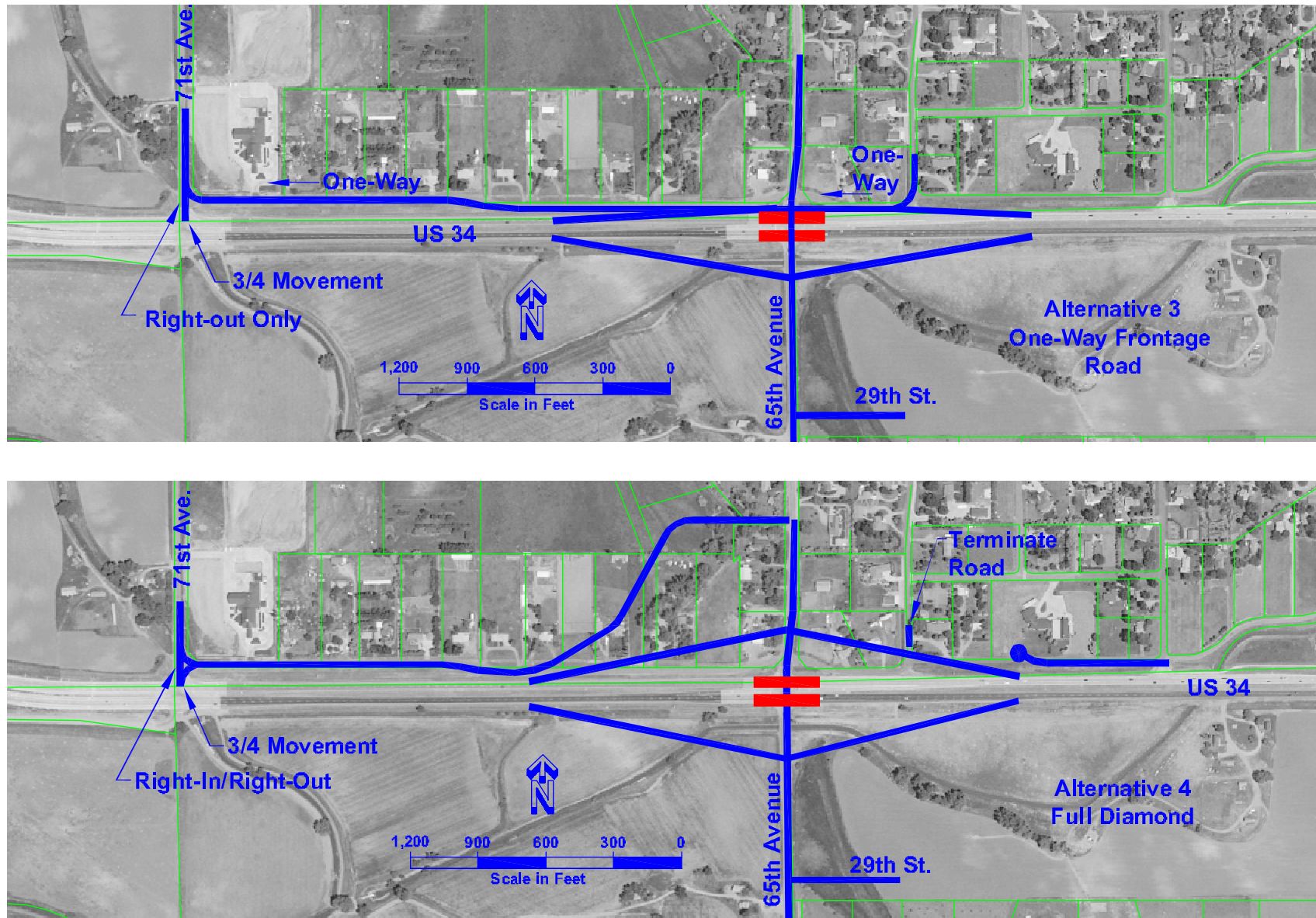
Appendix D - Fgiure 12

65th Ave./71st Ave. Interchange Alternatives



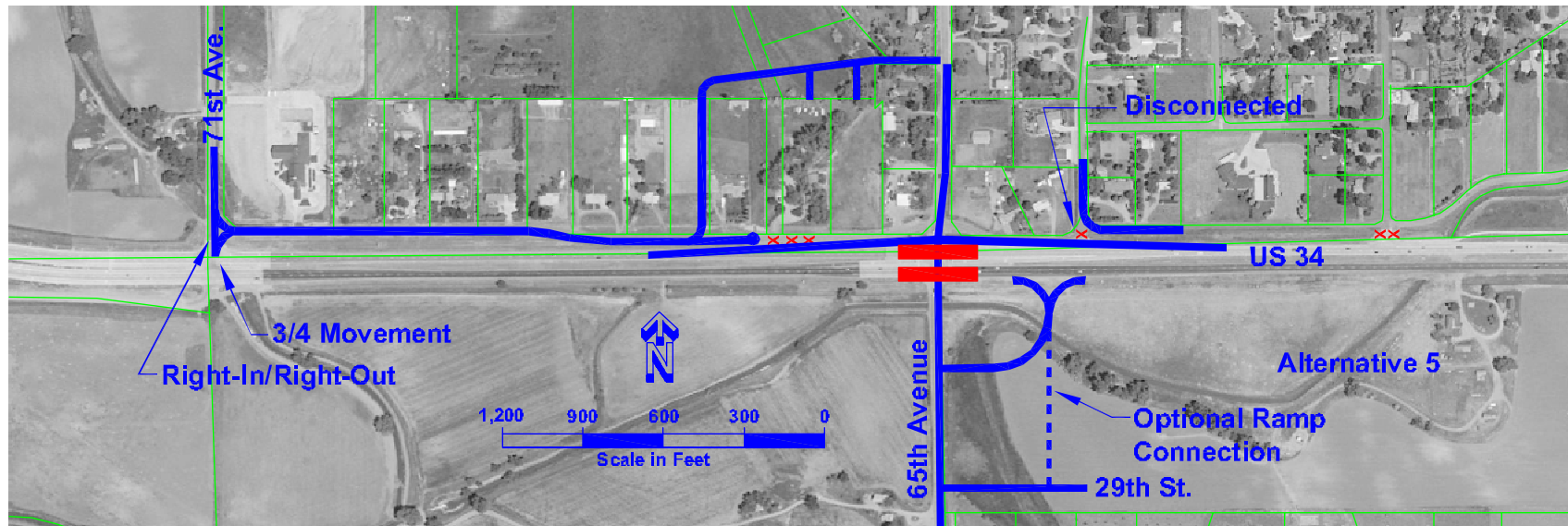
Appendix D - Figure 13

65th Ave./71st Ave. Interchange Alternatives



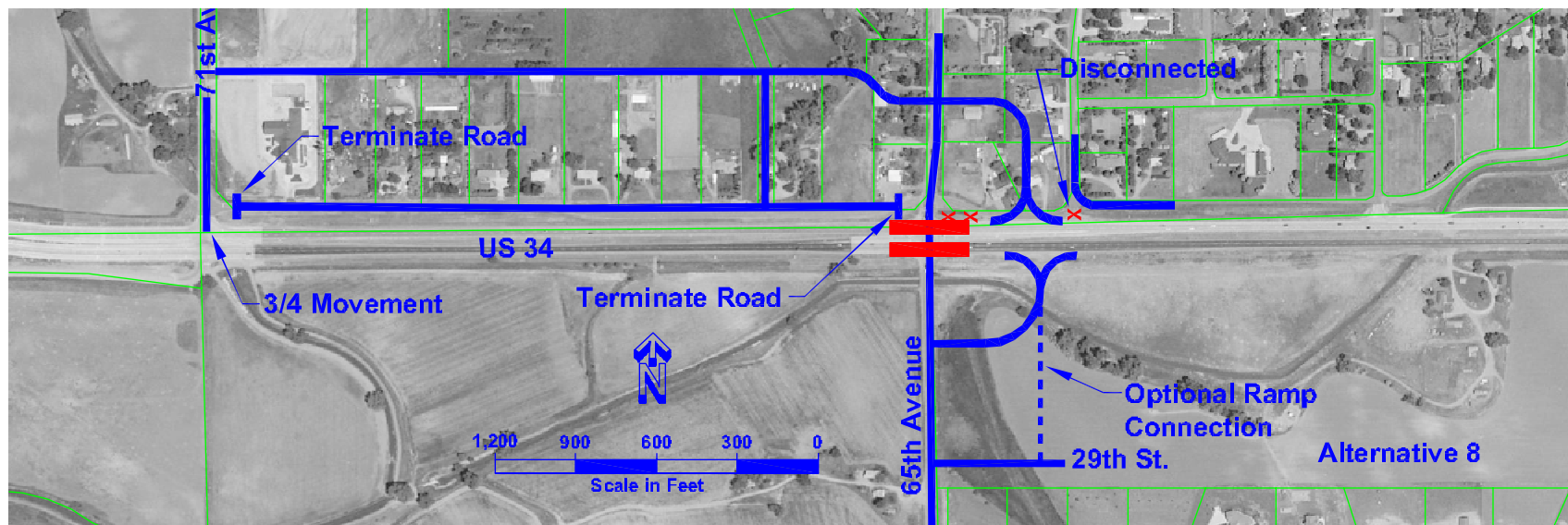
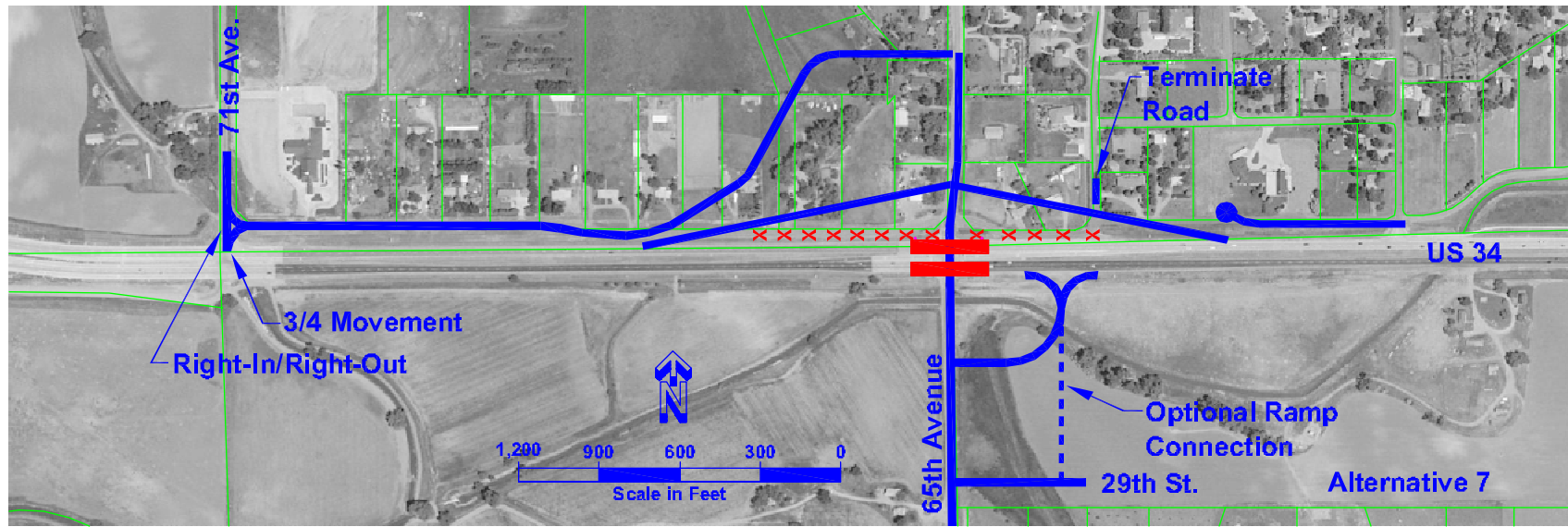
Appendix D - Figure 14

65th Ave./71st Ave. Interchange Alternatives



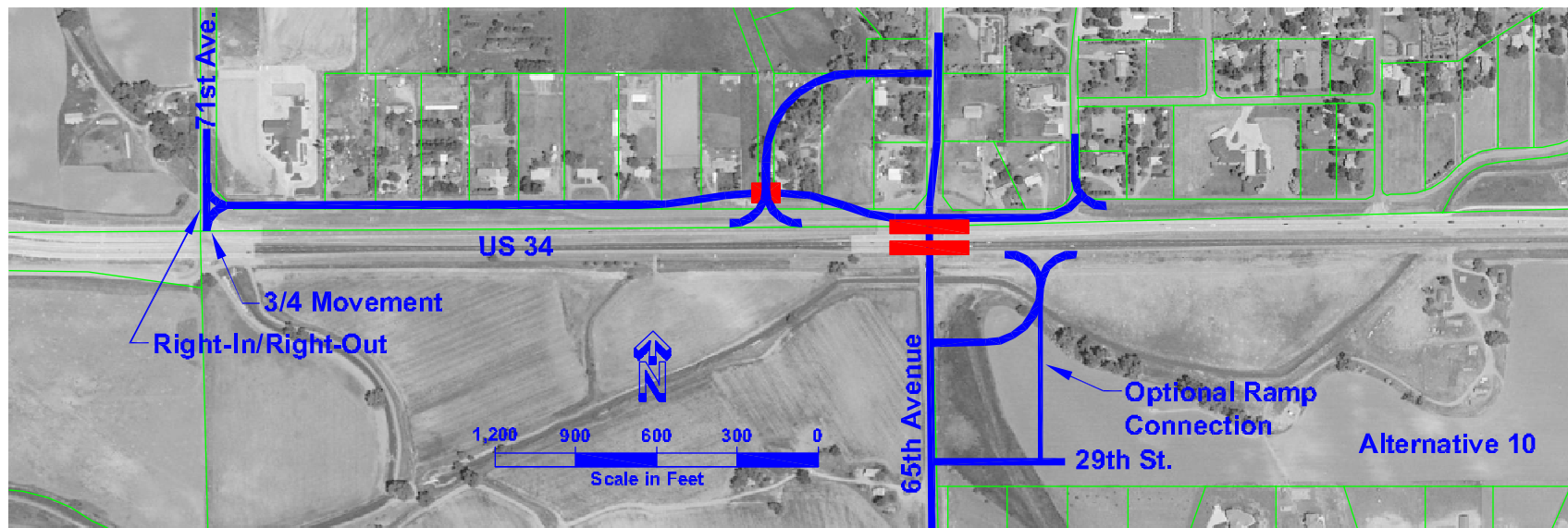
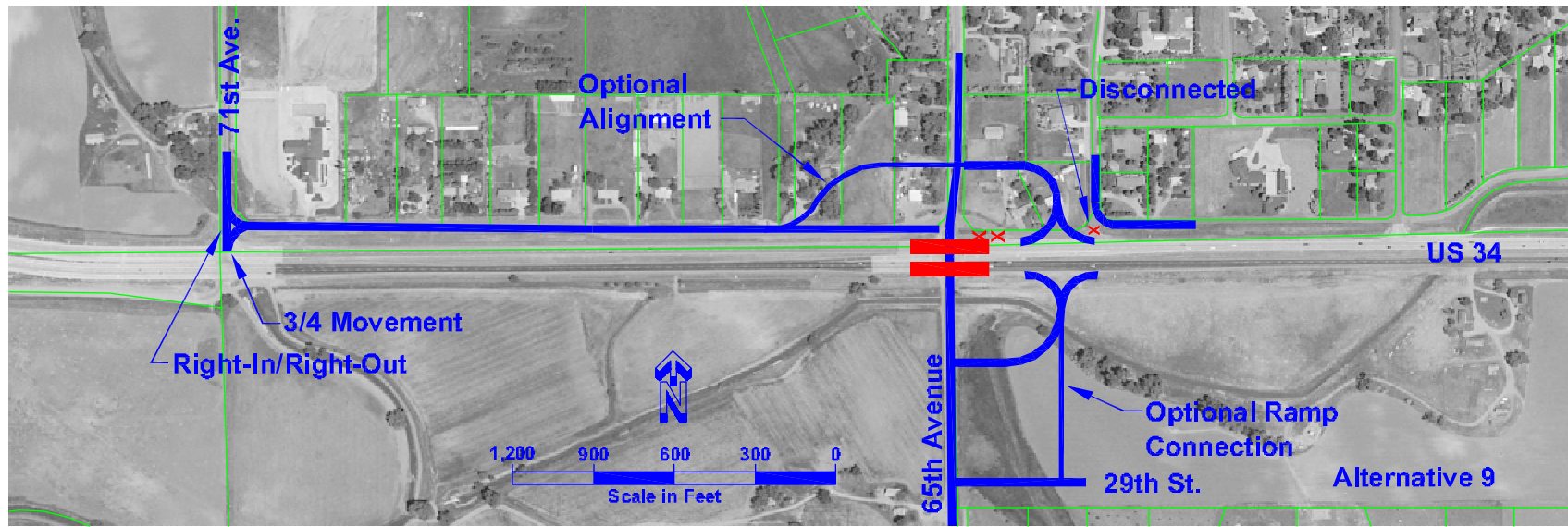
Appendix D - Figure 15

65th Ave./71st Ave. Interchange Alternatives



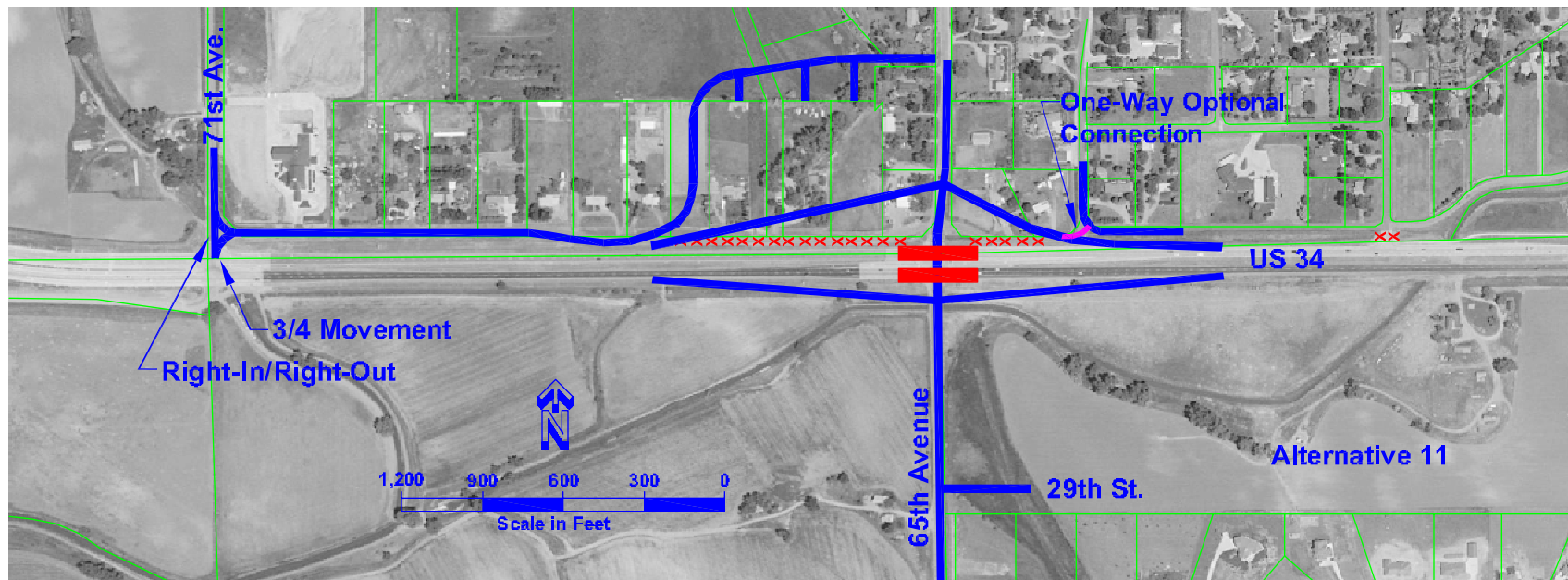
Appendix D - Figure 16

65th Ave./71st Ave. Interchange Alternatives



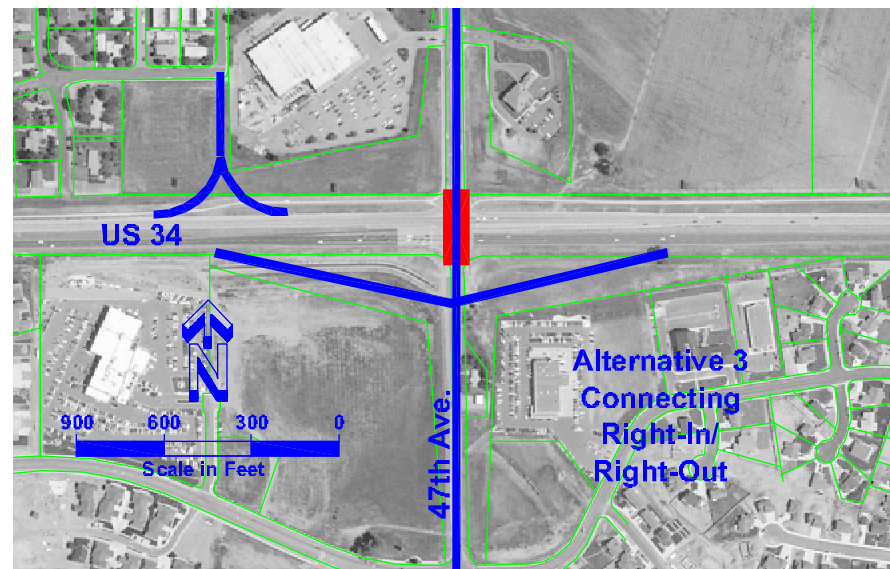
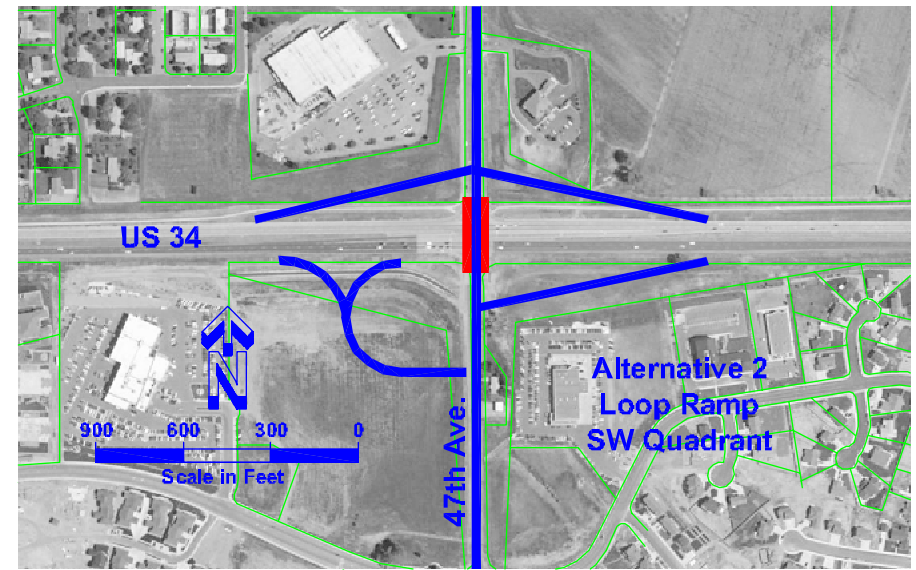
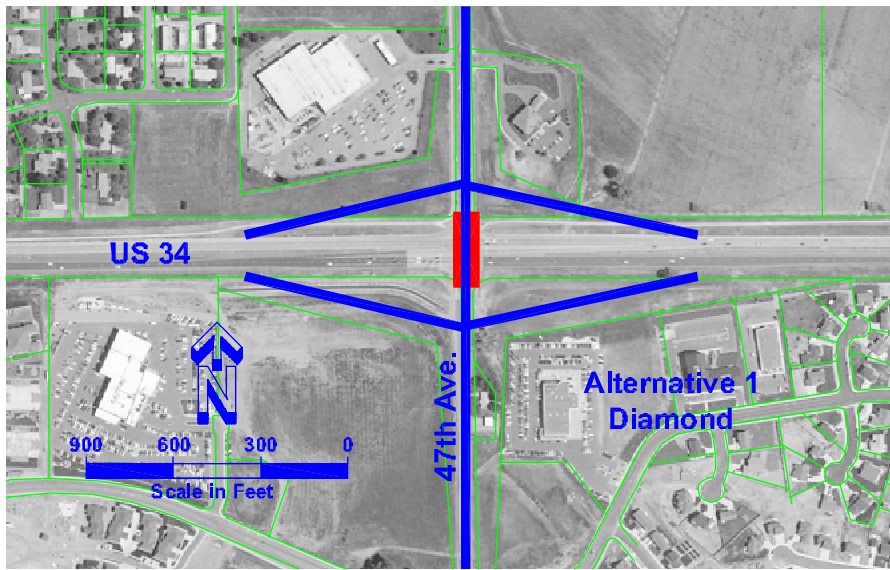
Appendix D - Figure 17

65th Ave./71st Ave. Recommended Interchange Alternative



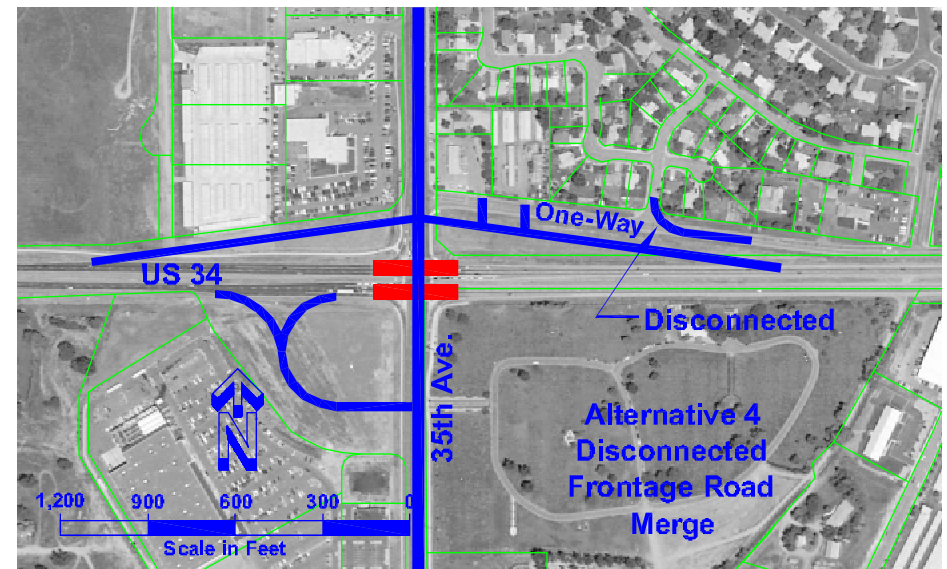
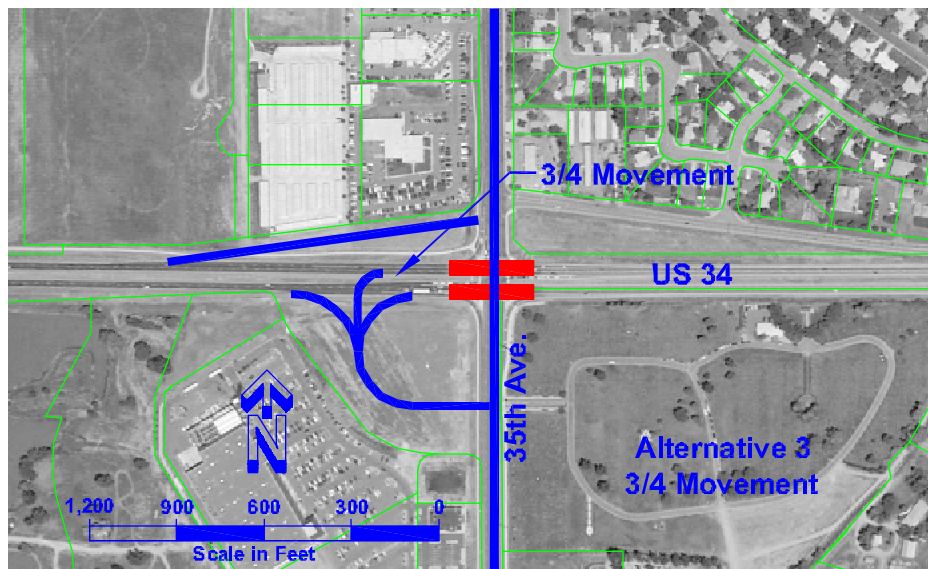
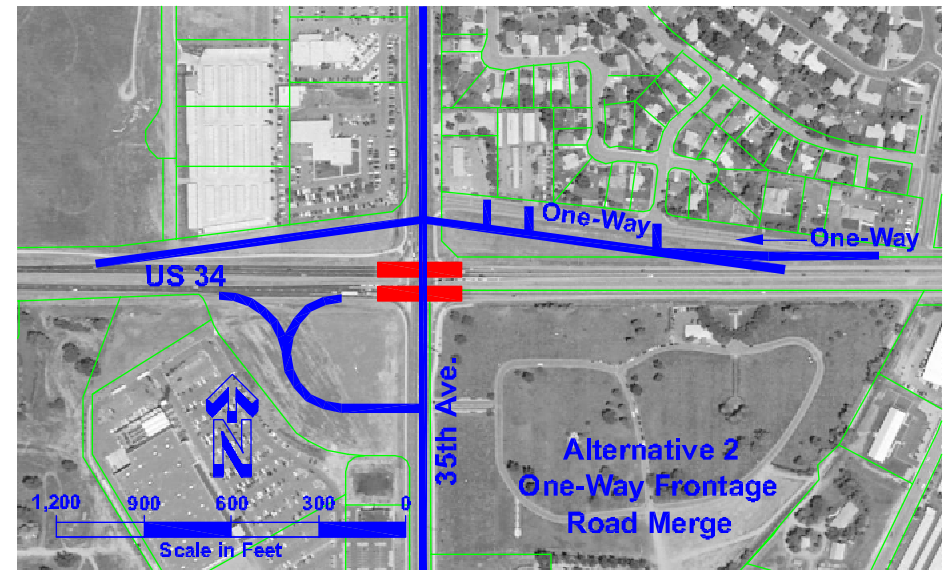
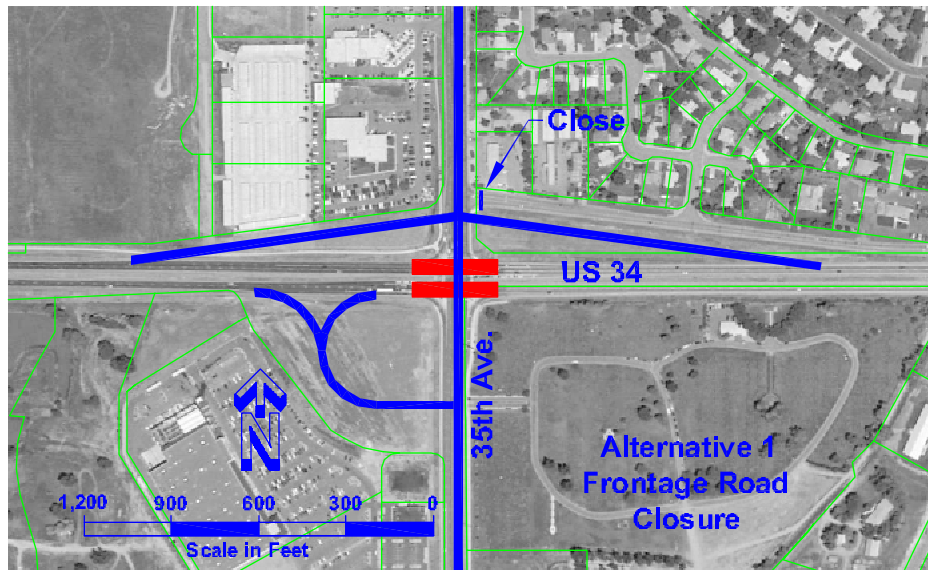
Appendix D - Figure 18

47th Avenue Interchange Alternatives



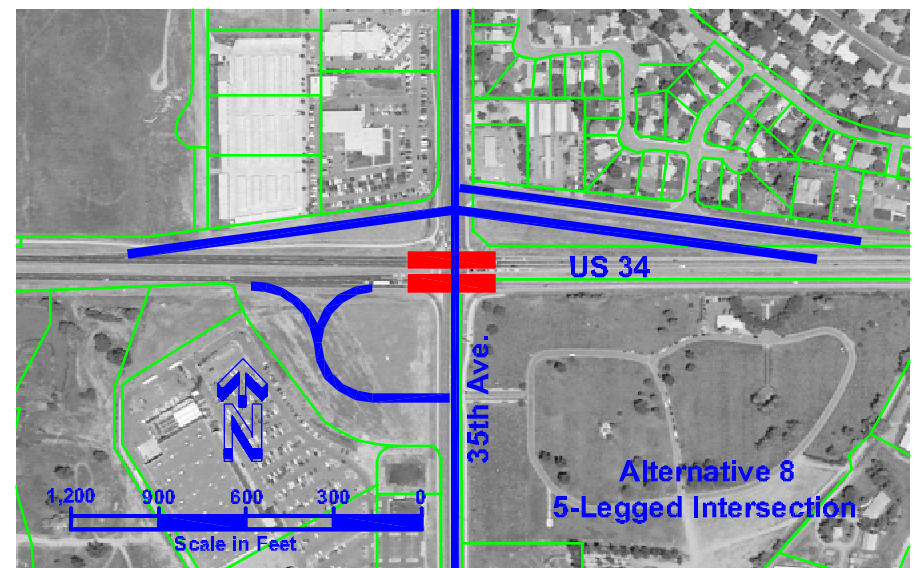
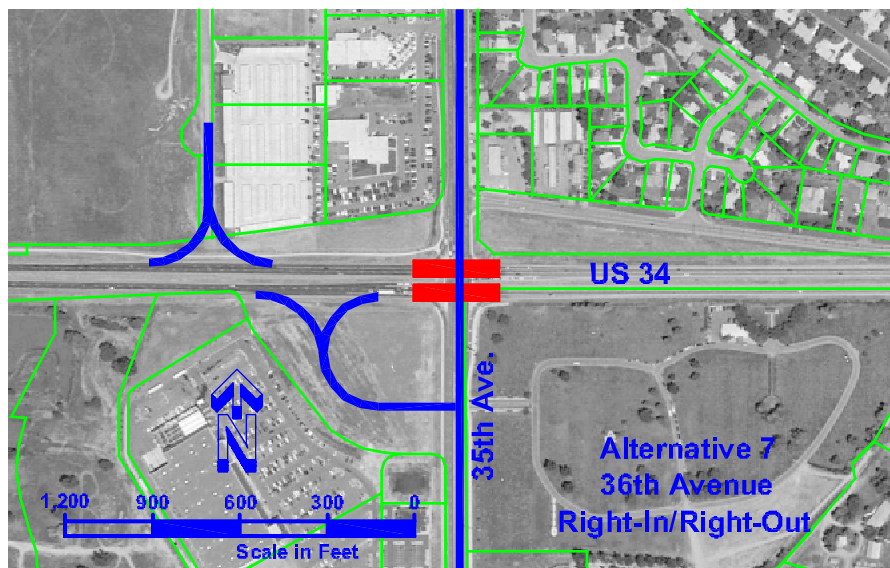
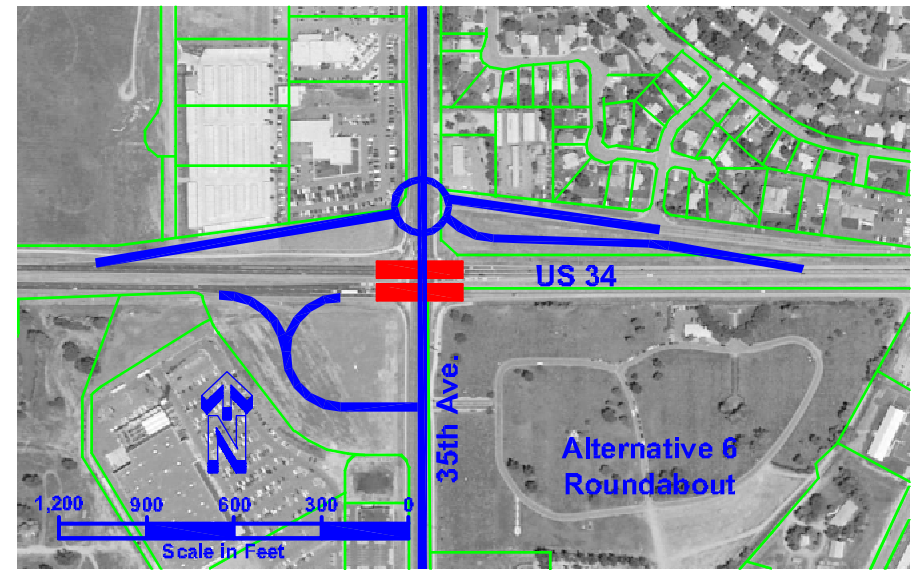
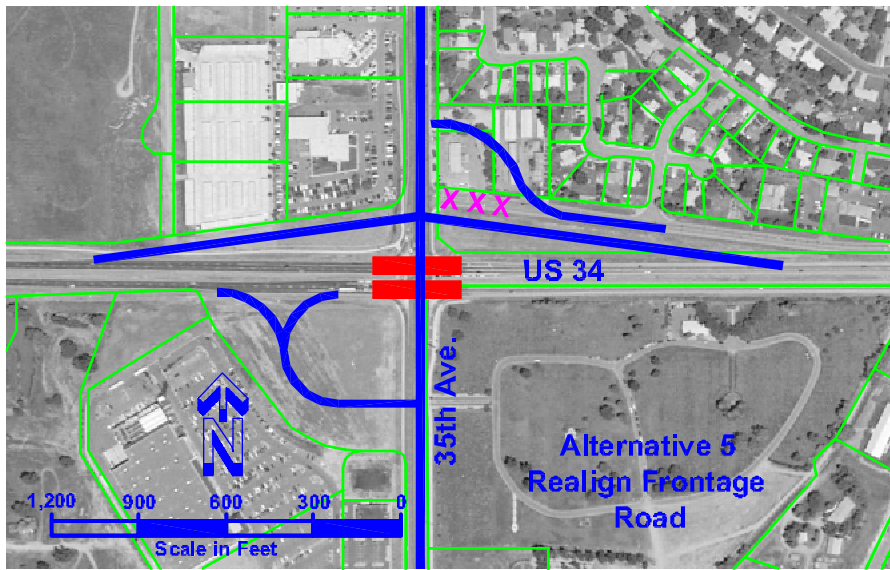
Appendix D - Figure 19

35th Avenue Interchange Alternatives



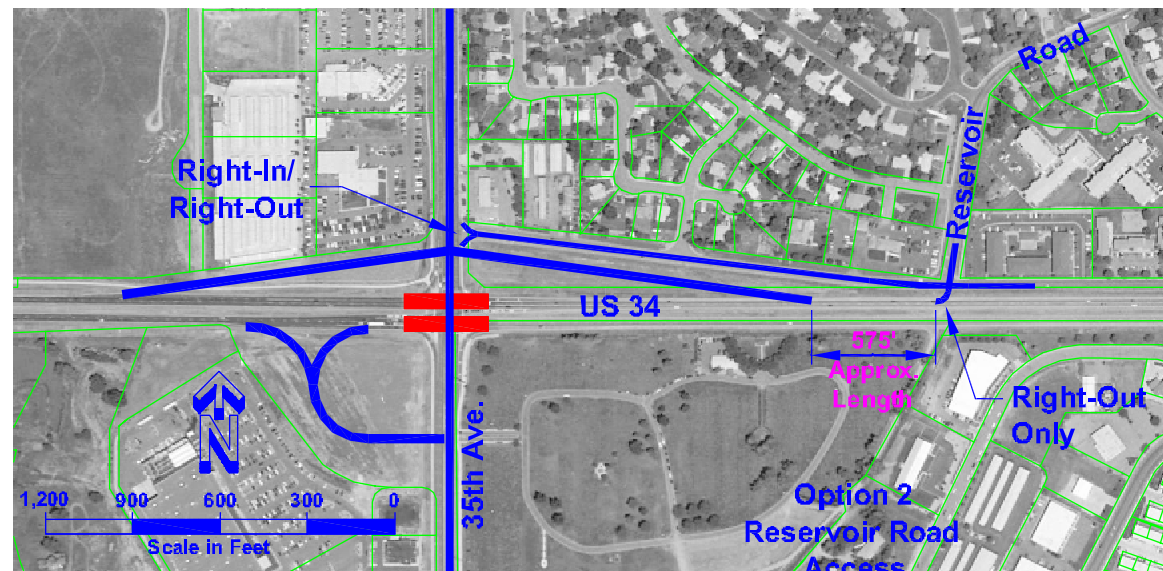
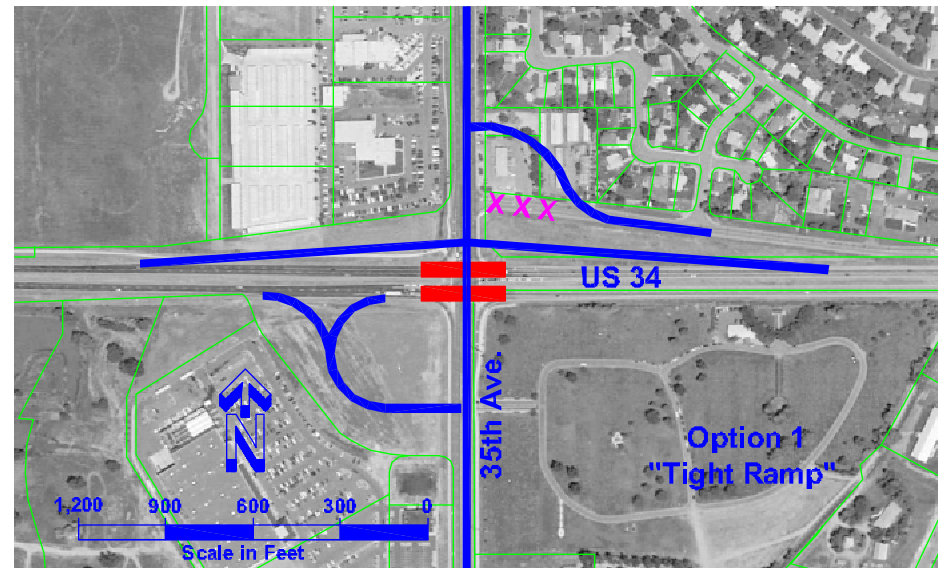
Appendix D - Figure 20

35th Avenue Interchange Alternatives



Appendix D - Figure 21

35th Avenue Interchange Alternatives



Appendix D - Figure 22

US 34 Access Control Plan	FHU No. 01-096
Larimer County Road 5	
Braided Ramps with I-25 and Split Diamond with LCR 3E	
US 34 Over LCR 5	
Date: November 2002	
Prepared By : Steve Zgorzynski, P.E.	
Felsburg Holt & Ullevig	

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY		\$3.00	\$0
	Embankment Material (CIP)	CY	633,000	\$5.00	\$3,165,000
	Native Seeding / Mulching / Topsoil	AC	33	\$4,300.00	\$141,900
	Concrete Pavement	SY	40,700	\$30.00	\$1,221,000
	Hot Bituminous Pavement	SY		\$20.00	\$0
	LCR 5 over US 34	SF	28,400	\$70.00	\$1,988,000
	WB Ramp over I-25 Ramp	SF	8,800	\$70.00	\$616,000
	EB Ramp over I-25 Ramp	SF	8,100	\$70.00	\$567,000
	Retaining Walls	SF	36,400	\$50.00	\$1,820,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
	CBC (10x10x10) - Canal	LF	120	\$1,500.00	\$180,000

Total Major Items (A) \$10,098,900

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$10,098,900	(A)
Contingencies *	15 to 30% of (A)	25%	\$2,524,725	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$757,418	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$757,418	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$706,923	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$2,969,077	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$1,247,012	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$19,061,472	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$381,229	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$2,287,377	(J)
SUBTOTAL OF CONSTRUCTION COST	(H+I+J)		\$21,730,078	(K)
Total Construction Engineering	17% of (K)	17%	\$3,694,113	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$3,259,512	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$28,683,703	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan

FHU No. 01-096

Larimer County Road 3E**Split Diamond Interchange with LCR 5****US 34 Over LCR 3E**Date: **July, 2002**Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig**Conceptual Opinion of Probable Costs**

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY	22,000	\$3.00	\$66,000
	Embankment Material (CIP)	CY	230,000	\$5.00	\$1,150,000
	Native Seeding / Mulching / Topsoil	AC	23	\$4,300.00	\$98,900
	Concrete Pavement	SY	47,000	\$30.00	\$1,410,000
	Hot Bituminous Pavement	SY	11,000	\$20.00	\$220,000
	US 34 Bridge over LCR 3E	SF	22,000	\$70.00	\$1,540,000
	CBC (10x10x10) - Canal	LF	100	\$1,500.00	\$150,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
	Canal Relocation	LF	1,200	\$100.00	\$120,000

Total Major Items (A) \$5,154,900

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$5,154,900	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,288,725	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$386,618	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$386,618	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$360,843	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,515,541	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$636,527	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$9,729,771	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$194,595	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,167,572	(J)
SUBTOTAL OF CONSTRUCTION COST	(H+I+J)		\$11,091,939	(K)
Total Construction Engineering	17% of (K)	17%	\$1,885,630	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,663,791	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$14,641,359	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan FHU No. 01-096
Railroad Grade Separation West of LCR 3
US 34 Bridges Over Union Pacific Railroad

Date: **July, 2002**
 Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	<u>Location</u>				
	Removal of Pavement	SY	25,000	\$3.00	\$75,000
	Embankment Material (CIP)	CY	350,000	\$5.00	\$1,750,000
	Native Seeding / Mulching / Topsoil	AC	9	\$4,300.00	\$38,700
	Concrete Pavement	SY	31,000	\$30.00	\$930,000
	Hot Bituminous Pavement	SY	2,000	\$20.00	\$40,000
	US 34 Bridge over RR	SF	30,000	\$70.00	\$2,100,000
Total Major Items (A)					\$4,933,700

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$4,933,700	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,233,425	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$370,028	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$370,028	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$345,359	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,450,508	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$609,213	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$9,312,260	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$186,245	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,117,471	(J)
SUBTOTAL OF CONSTRUCTION COST (H+I+J)			\$10,615,976	(K)
Total Construction Engineering	17% of (K)	17%	\$1,804,716	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,592,396	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$14,013,089	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan
Larimer County Road 3
Overpass: Right-in/Right-outs
LCR 3 Over US 34

FHU No. 01-096

Date: **November 2002**
 Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY	16,000	\$3.00	\$48,000
	Embankment Material (CIP)	CY	398,000	\$5.00	\$1,990,000
	Native Seeding / Mulching / Topsoil	AC	20	\$4,300.00	\$86,000
	Concrete Pavement	SY	13,300	\$30.00	\$399,000
	Hot Bituminous Pavement	SY	27,000	\$20.00	\$540,000
	LCR 3 over US 34	SF	14,400	\$70.00	\$1,008,000
	LCR 3 over RR	SF	7,200	\$70.00	\$504,000
	Retaining Walls	SF	4,800	\$50.00	\$240,000
	At-Grade RR Crossing	EA	1	\$500,000.00	\$500,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
	CBC (10x10x10) - Canal	LF	100	\$1,500.00	\$150,000
Total Major Items (A)					\$5,865,000

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$5,865,000	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,466,250	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$439,875	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$439,875	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$410,550	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,724,310	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$724,210	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$11,070,070	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$221,401	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,328,408	(J)
SUBTOTAL OF CONSTRUCTION COST (H+I+J)			\$12,619,880	(K)
Total Construction Engineering	17% of (K)	17%	\$2,145,380	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,892,982	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$16,658,242	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

Item #11.

US 34 Access Control Plan
County Line Road (WCR 13/LCR 901)
Diamond Interchange
County Line Road Over US 34

FHU No. 01-096

Date: **July, 2002**
 Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY	10,000	\$3.00	\$30,000
	Embankment Material (CIP)	CY	370,000	\$5.00	\$1,850,000
	Native Seeding / Mulching / Topsoil	AC	23	\$4,300.00	\$98,900
	Hot Bituminous Pavement	SY	42,000	\$20.00	\$840,000
	CL Rd Bridge over US 34	SF	15,400	\$70.00	\$1,078,000
	CL Rd Bridge over RR	SF	8,000	\$70.00	\$560,000
	CBC (10x10x10) - Canal	LF	80	\$1,500.00	\$120,000
	At-Grade RR Crossing	LS	1	\$500,000.00	\$500,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
Total Major Items (A)					\$5,476,900

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$5,476,900	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,369,225	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$410,768	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$410,768	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$383,383	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,610,209	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$676,288	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$10,337,539	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$206,751	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,240,505	(J)
SUBTOTAL OF CONSTRUCTION COST	(H+I+J)		\$11,784,795	(K)
Total Construction Engineering	17% of (K)	17%	\$2,003,415	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,767,719	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$15,555,929	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

Item #11.

US 34 Access Control Plan
Railroad Grade Separation East of County Line Road
US 34 Bridges Over Great Western Line

FHU No. 01-096

Date: **July, 2002**
 Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	<u>Major Items</u>				
	Removal of Pavement	SY	25,000	\$3.00	\$75,000
	Embankment Material (CIP)	CY	350,000	\$5.00	\$1,750,000
	Native Seeding / Mulching / Topsoil	AC	9	\$4,300.00	\$38,700
	Concrete Pavement	SY	31,000	\$30.00	\$930,000
	CBC (10x10x10) - Canal	LF	500	\$1,500.00	\$750,000
	US 34 Bridge over RR	SF	30,000	\$70.00	\$2,100,000
	Retaining Wall	SF	18,000	\$50.00	\$900,000

Total Major Items (A) \$6,543,700

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$6,543,700	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,635,925	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$490,778	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$490,778	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$458,059	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,923,848	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$808,016	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$12,351,103	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$247,022	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,482,132	(J)
SUBTOTAL OF CONSTRUCTION COST (H+I+J)			\$14,080,257	(K)
Total Construction Engineering	17% of (K)	17%	\$2,393,644	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$2,112,039	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$18,585,940	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

Item #11.

US 34 Access Control Plan
Weld County Road 17
Diamond Interchange
US 34 Over WCR 17

FHU No. 01-096

Date: **July, 2002**
 Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	<u>Major Items</u>				
	Removal of Pavement	SY	22,000	\$3.00	\$66,000
	Embankment Material (CIP)	CY	230,000	\$5.00	\$1,150,000
	Native Seeding / Mulching / Topsoil	AC	23	\$4,300.00	\$98,900
	Concrete Pavement	SY	47,000	\$30.00	\$1,410,000
	Hot Bituminous Pavement	SY	7,000	\$20.00	\$140,000
	US 34 Bridge over WCR 17	SF	16,500	\$70.00	\$1,155,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
	Total Major Items (A)				\$4,419,900

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$4,419,900	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,104,975	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$331,493	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$331,493	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$309,393	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,299,451	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$545,769	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$8,342,473	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$166,849	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,001,097	(J)
SUBTOTAL OF CONSTRUCTION COST	(H+I+J)		\$9,510,419	(K)
Total Construction Engineering	17% of (K)	17%	\$1,616,771	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,426,563	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$12,553,753	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan	FHU No. 01-096
Promontory Parkway	
Diamond Interchange	
Promontory Parkway Over US 34	
Date: July, 2002	
Prepared By : Steve Zgorzynski, P.E.	
Felsburg Holt & Ullevig	

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY	8,000	\$3.00	\$24,000
	Embankment Material (CIP)	CY	270,000	\$5.00	\$1,350,000
	Native Seeding / Mulching / Topsoil	AC	23	\$4,300.00	\$98,900
	Concrete Pavement	SY	25,000	\$30.00	\$750,000
	Hot Bituminous Pavement	SY	5,000	\$20.00	\$100,000
	Prom. Pkwy. Bridge over US 34	SF	15,400	\$70.00	\$1,078,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
	Total Major Items (A)				\$3,800,900

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$3,800,900	(A)
Contingencies *	15 to 30% of (A)	25%	\$950,225	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$285,068	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$285,068	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$266,063	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,117,465	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$469,335	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$7,174,123	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$143,482	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$860,895	(J)
SUBTOTAL OF CONSTRUCTION COST	(H+I+J)		\$8,178,500	(K)
Total Construction Engineering	17% of (K)	17%	\$1,390,345	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,226,775	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$10,795,620	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan	FHU No. 01-096
Two Rivers Parkway (83rd Avenue)	
Diamond Interchange - US 34 Under	
Two Rivers Parkway Over US 34	
Date: July, 2002	
Prepared By : Steve Zgorzynski, P.E.	
Felsburg Holt & Ullevig	

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY	6,000	\$3.00	\$18,000
	Embankment Material (CIP)	CY	290,000	\$5.00	\$1,450,000
	Native Seeding / Mulching / Topsoil	AC	23	\$4,300.00	\$98,900
	Concrete Pavement	SY	20,000	\$30.00	\$600,000
	Hot Bituminous Pavement	SY	12,000	\$20.00	\$240,000
	Two-Rivers Bridge over US 34	SF	21,000	\$70.00	\$1,470,000
	CBC	LF	80	\$1,000.00	\$80,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
	Retaining Wall	SF	5,000	\$50.00	\$250,000
Total Major Items (A)					\$4,606,900

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$4,606,900	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,151,725	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$345,518	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$345,518	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$322,483	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,354,429	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$568,860	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$8,695,432	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$173,909	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,043,452	(J)
SUBTOTAL OF CONSTRUCTION COST (H+I+J)			\$9,912,792	(K)
Total Construction Engineering	17% of (K)	17%	\$1,685,175	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,486,919	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$13,084,885	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan
65th Avenue
Diamond Interchange
US 34 Over 65th Avenue

FHU No. 01-096

Date: **July, 2002**
 Prepared By : **Steve Zgorzynski, P.E.**
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Major Items				
	Removal of Pavement	SY	29,000	\$3.00	\$87,000
	Embankment Material (CIP)	CY	270,000	\$5.00	\$1,350,000
	Native Seeding / Mulching / Topsoil	AC	16	\$4,300.00	\$68,800
	Concrete Pavement	SY	47,000	\$30.00	\$1,410,000
	Hot Bituminous Pavement	SY	26,000	\$20.00	\$520,000
	US 34 Bridges over 65th Ave	SF	16,500	\$70.00	\$1,155,000
	Traffic Signal	EA	3	\$200,000.00	\$600,000
	CBC	LF	80	\$1,500.00	\$120,000
	Channel Relocation	LF	900	\$100.00	\$90,000
Total Major Items (A)					\$5,400,800

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$5,400,800	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,350,200	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$405,060	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$405,060	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$378,056	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,587,835	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$666,891	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$10,193,902	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$203,878	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,223,268	(J)
SUBTOTAL OF CONSTRUCTION COST (H+I+J)			\$11,621,048	(K)
Total Construction Engineering	17% of (K)	17%	\$1,975,578	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,743,157	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$15,339,784	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

US 34 Access Control Plan
47th Avenue
Diamond Interchange
47th Avenue Over US 34

FHU No. 01-096

Date: July, 2002

Prepared By : Steve Zgorzynski, P.E.
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	<u>Major Items</u>				
	Removal of Pavement	SY	6,000	\$3.00	\$18,000
	Embankment Material (CIP)	CY	290,000	\$5.00	\$1,450,000
	Native Seeding / Mulching / Topsoil	AC	20	\$4,300.00	\$86,000
	Concrete Pavement	SY	20,000	\$30.00	\$600,000
	Hot Bituminous Pavement	SY	12,000	\$20.00	\$240,000
	47th Avenue Bridge over US 34	SF	14,000	\$70.00	\$980,000
	Traffic Signal	EA	2	\$200,000.00	\$400,000
Total Major Items (A)					\$3,774,000

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$3,774,000	(A)
Contingencies *	15 to 30% of (A)	25%	\$943,500	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$283,050	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$283,050	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$264,180	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,109,556	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$466,014	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$7,123,350	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$142,467	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$854,802	(J)
SUBTOTAL OF CONSTRUCTION COST	(H+I+J)		\$8,120,618	(K)
Total Construction Engineering	17% of (K)	17%	\$1,380,505	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$1,218,093	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$10,719,216	(P)

* Contingencies include environmental mitigation costs

** Total Preliminary Engineering should include cost of developing NEPA documents

FHU No. 01-096

Diamond with Loop Ramps Interchange

Date: July, 2002

Prepared By : Steve Zgorzynski, P.E.
Felsburg Holt & Ullevig

Conceptual Opinion of Probable Costs

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	<u>Major Items</u>				
	Removal of Pavement	SY	42,000	\$3.00	\$126,000
	Embankment Material (CIP)	CY	240,000	\$5.00	\$1,200,000
	Native Seeding / Mulching / Topsoil	AC	25	\$4,300.00	\$107,500
	Concrete Pavement	SY	47,000	\$30.00	\$1,410,000
	Hot Bituminous Pavement	SY	22,000	\$20.00	\$440,000
	US 34 Bridges over 35th Avenue	SF	24,400	\$70.00	\$1,708,000
	Retaining Wall	SF	13,500	\$50.00	\$675,000
	Traffic Signal	EA	3	\$200,000.00	\$600,000
Total Major Items (A)					\$6,266,500

Item	Percent Range	Percent Selected	Costs	
Major Items (above)			\$6,266,500	(A)
Contingencies *	15 to 30% of (A)	25%	\$1,566,625	(B)
ITS	6 to 10% of (A+B) Default = 6%	6%	\$469,988	(C)
Drainage / Utilities	3 to 10% of (A+B) Default = 6%	6%	\$469,988	(D)
Signing & Striping	1 to 5% of (A+B+C+D) Default = 5%	5%	\$438,655	(E)
Construction Signing & Traffic Control	5 to 25% of (A+B+C+D+E) Default = 20%	20%	\$1,842,351	(F)
Mobilization	4 to 10% of (A+B+C+D+E+F) Default = 7%	7%	\$773,787	(G)
TOTAL OF CONSTRUCTION BID ITEMS			\$11,827,893	(H)
Force Account - Utilities	1 to 2% of (H) Default = 2%	2%	\$236,558	(I)
Force Account - Miscellaneous	10 to 15% of (H) Default = 12%	12%	\$1,419,347	(J)
SUBTOTAL OF CONSTRUCTION COST			(H+I+J) \$13,483,798	(K)
Total Construction Engineering	17% of (K)	17%	\$2,292,246	(L)
Total Preliminary Engineering **	15% of (K)	15%	\$2,022,570	(M)
Right-of Way	Not Included			(N)
Utilities	Not Included			(O)
TOTAL PROJECT OPINION OF COST			\$17,798,614	(P)

** Total Preliminary Engineering should include cost of developing NEPA documents

INTERGOVERNMENTAL AGREEMENT
AMONG
THE CITY OF EVANS, CITY OF GREELEY
TOWN OF JOHNSTOWN, TOWN OF KERSEY, COUNTY OF LARIMER,
CITY OF LOVELAND, COUNTY OF WELD, TOWN OF WINDSOR
AND
THE STATE OF COLORADO
DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into effective as of the _____ day of _____ 2003, by and among the Cities and Towns of Loveland, Johnstown, Windsor, Greeley, Evans, and Kersey and the Counties of Larimer and Weld (hereinafter referred to collectively as the "Cities and Counties"), and the State of Colorado, Department of Transportation (hereinafter referred to as the "Department"), said parties being referred to collectively herein as the "Agencies."

RECITALS:

- A. The Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and
- B. Each Agency is authorized by Section 43-2-147(1)(a), C.R.S., to regulate access to public highways within its jurisdiction; and
- C. The coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and
- D. The Agencies desire to provide for the coordinated regulation of vehicular access for the section of SH 34 between Interstate 25 (MP 96.25) and Weld County Road 55 (MP 120.23) (hereinafter referred to as the "Segment"), which is within the jurisdiction of the Agencies; and
- E. The Agencies are authorized pursuant to Section 2.12 of the 1998 State Highway Access Code, 2 C.C.R. 601-1 (the "Access Code") to enter into a written agreement adopting and implementing a comprehensive and mutually acceptable highway Access Control Plan for the Segment for the purposes recited above; and
- F. The development of this Access Control Plan adheres to the requirements of the Access Code, Section 2.12.

NOW THEREFORE, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. The Access Control Plan, dated February 21, 2003, for the Segment (hereinafter referred to as the "Access Control Plan") is attached hereto as Exhibit A and incorporated herein. The Access Control Plan Illustration, dated February 24, 2003, is attached hereto as Exhibit B, and is incorporated herein by this reference. The Access Control Plan Amendment Process, dated February 20, 2003 is attached hereto as Exhibit C, and is incorporated herein by this reference.
2. The Agencies shall regulate access to the Segment in compliance with the Access Control Plan, section 43-2-147, C.R.S., (the "Access Law") and the applicable sections of the Access Code. Vehicular access to the Segment shall be permitted when such access is in compliance with this Agreement, the Access Control Plan, the Access Law and the applicable sections of the Access Code. Per section 2.12 (a) of the Access Code, design waivers necessary for access design and construction within state highway right-of-way, may be approved if agreed upon by the Department.
3. Accesses that were in existence in compliance with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Control Plan, the Access Law and the Access Code, in the course of highway reconstruction, or as determined appropriate in the course of development or subdivision actions which require local jurisdiction approval. When closure, modification, or relocation of access is necessary or required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.
4. Actions taken by any Agency with regard to transportation planning, transportation facilities and traffic operations within the areas described in the Access Control Plan shall be in conformity with this Agreement. The Cities, Towns, and Counties agree to develop and adopt, to the best of each Agency's ability considering legal, financial, and protocol constraints, such ordinances, official documents, plans and maps that are necessary to fulfill their responsibilities under this Agreement.
5. Parcels of real property created after the effective date of this Agreement that adjoin the Segment shall not be provided with direct access to the Segment unless the location, use and design thereof conforms to the provisions of this Agreement.
6. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code that becomes effective after the effective date of this Agreement and that conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement.
7. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, however, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be

contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law.

8. Should any section(s) or provision(s) of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable unless such provision that is judicially determined to be invalid or unenforceable is such an essential portion of the agreement that the remaining provisions of the agreement do not support the original intent and objectives of the parties entering into the agreement.
9. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the segment. No additional or different oral representation, promise or agreement shall be binding on any Agency. This Agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials.
10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized to sign.
11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.
12. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year first above written.

City of Loveland , Colorado

ATTEST:

Mayor, City of Loveland

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of Johnstown , Colorado

ATTEST:

Mayor, Town of Johnstown

City Clerk

APPROVED AS TO FORM:

Town Attorney

Town of Windsor, Colorado

ATTEST:

Mayor, Town of Windsor

City Clerk

APPROVED AS TO FORM:

Town Attorney

City of Greeley , Colorado

ATTEST:

Mayor, City of Greeley

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Evans , Colorado

ATTEST:

Mayor, City of Evans

City Clerk

APPROVED AS TO FORM:

City Attorney

Town of Kersey , Colorado

ATTEST:

Mayor, Town of Kersey

City Clerk

APPROVED AS TO FORM:

Town Attorney

County of Larimer , Colorado

ATTEST:

Chairman, Board of County Commissioners,
County of Larimer

County Clerk

APPROVED AS TO FORM:

County Attorney

County of Weld , Colorado

ATTEST:

Chairman, Board of County Commissioners
County of Weld

County Clerk

APPROVED AS TO FORM:

County Attorney

State of Colorado
Department of Transportation

ATTEST:

Chief Engineer

Chief Clerk

CONCUR:

Regional Transportation Director

**EXHIBIT A
(February 21, 2003)
ACCESS CONTROL PLAN
SH 34
INTERSTATE 25 TO WELD COUNTY ROAD 55
CITY OF EVANS, CITY OF GREELEY
TOWN OF JOHNSTOWN, TOWN OF KERSEY, LARIMER COUNTY,
CITY OF LOVELAND, WELD COUNTY, TOWN OF WINDSOR
AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION**

I. PURPOSES

The purpose of this Access Control Plan is to provide the Cities, Towns, and Counties with a comprehensive roadway access control plan for SH 34 from the junction of Interstate 25 to the junction of Weld County Road 55 ("the segment").

II. AUTHORITY

The development of this Access Control Plan was completed pursuant to the requirements of the Access Code and adopted by the attached Agreement.

III. RESPONSIBILITIES

The costs of access improvements, closures and modifications shall be determined pursuant to section 43-2-147(6)(b) C.R.S., the Agreement, and this Access Control Plan.

All signatories are encouraged to acquire dedicated right-of-way for future interchange construction when the opportunities exist. Jurisdictions agree to reserve necessary right-of-way for future purchase toward the construction of an interchange to the extent of their legal abilities. Said right-of-way may be usable for the interim time frame for minor considerations such as excess parking, landscape, and signing, but no permanent buildings of any kind or storm water detention would be allowed within the reserved right-of-way area.

The Department's Region 4 Access Unit will be responsible for arranging meetings with the signatory jurisdictions (Access Plan Advisory Committee) at least once every six months. Jurisdictions agree to inform impacted property owners and interested developers about the Access Control Plan and any amendments that are made to the Access Control Plan.

IV. ACCESS REVISIONS

Accesses described in Section V, below, may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this Access Control Plan, when in the opinion of the Cities and Counties with Department concurrence, or in the opinion of the Department, any of the following conditions occur: a) the access is determined to be detrimental to the public's health, safety and welfare, b) the access has developed an accident history that is correctable by restricting the access, or c) the access restrictions are necessitated by a change in road or traffic conditions, or d) there is a change in the use of the property that would result in a change in the type of access operation, or e) a highway reconstruction project provides the opportunity to make highway and access improvements in support of this access control plan. Access construction shall be consistent with the design and specifications of the Access Code.

V. ACCESS LOCATIONS

The following is a description of all existing and future access points along the Segment including their current status and required changes. All access locations are defined by the approximate milepoint (in hundredths of a mile) along SH 34 to the centerline of the access as further illustrated on Exhibit B.

Access Control Plan

Individual Access Point Descriptions

The following is a description of all existing and future access points, including their current status and changes, which are included in the Access Control Plan. All locations are defined by the approximate milepost (in hundredths of a mile) along SH 34 at the centerline of the access.

- Frontage Road (MP 96.48): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the turn movements in this intersection may be restricted. Ultimately, the north access will be removed when property is re-developed and alternate access is available. The south access will be relocated into Thompson Ranch and the access to SH 34 will be closed.
- MP 96.49 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 96.55 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 96.55 (median): Existing median opening. Access will be closed immediately by the Department.
- MP 96.63 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 96.79 (south): Existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of

SH 34. Before the establishment of a public road at this location, turn lanes would be added in accordance to current Access Code standards to improve U-turn operations and safety.

- LCR 5 (MP 96.79): A future public road access on both sides of SH 34. In the interim, this access will be a signalized intersection once signal warrants are met. The new intersection shall be constructed in accordance with current Access Code standards. Ultimately, a split diamond interchange with LCR 3E requiring the west ramps to be braided with flyover ramps from the I-25/SH 34 interchange will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 96.86 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 96.99 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.08 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.27 (north): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- MP 97.28 (south): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- LCR 3E (MP 97.28): A future public road access on both sides of SH 34. The new intersection shall be constructed in accordance with current Access Code standards. In the interim, this public road will be allowed to function as a full movement signalized intersection once signal warrants are met. Ultimately, a split diamond interchange with LCR 5 will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 97.29 (south): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- MP 97.30 (north): An existing private access with median opening. Access will be removed when adjacent property develops and/or a future public road is established on both sides of SH 34.
- MP 97.33 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.46 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 97.60 (south): Existing private access without median opening. Access will be removed when property re-develops.

- UP Railroad Crossing (MP 97.64): Existing at-grade railroad crossing. In the interim, this crossing will remain. Ultimately, the highway would be constructed over the railroad depending on the availability of funding and approval of the Department and UP Railroad.
- LCR 3 (MP 97.79): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the access will be modified to become a full movement, signalized intersection once signal warrants are met. In the ultimate condition, an interchange will be allowed based on the availability of funding and approval of the Department, the local authority and the UP railroad. The interchange ramps will be right-in/right-out accesses on both sides of SH 34 and will be located west of LCR 3. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 98.04 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 98.25 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 98.26 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted.
- MP 98.36 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 98.37 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 98.50 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted.
- MP 98.51 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- County Line Road (MP 98.83): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 99.03 (north): Existing private access without median opening. Access will be closed when property re-develops.
- Great Western Railroad Crossing (MP 99.09): Existing at-grade railroad crossing. In the interim, this crossing will remain. Ultimately, the highway would be constructed over the

railroad depending on the availability of funding and approval of the Department and UP Railroad.

- MP 99.18 (north): Existing private access without median opening. Access will be closed when property re-develops.
- MP 99.22 (south): Existing private access without median opening. Access will be closed when property re-develops.
- MP 99.28 (south): Existing private access without median opening. Access will be closed when property re-develops.
- MP 99.38: Median opening to be closed.
- WCR 15 (MP 99.81): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. An immediate improvement at this access is a westbound left turn acceleration lane. In the interim, this intersection will continue to function as a full movement, unsignalized intersection. Ultimately, this access will be modified to function as a $\frac{3}{4}$ movement intersection if a parallel roadway connection is provided between WCR 13 and WCR 15. Intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 100.09 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 100.22 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 100.31 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 100.32 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 100.58 (south): Existing private access without median opening. Access will be removed when property re-develops.
- MP 100.63 (north): Existing private access without median opening. Access will be removed when property re-develops.
- WCR 17 (MP 100.87): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.

- MP 100.93 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 101.17 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 101.22 (north): Existing private access without median opening. Access will be removed when surrounding property develops and alternative access is provided.
- MP 101.30 (north): Existing private access with median opening. Access will be removed when surrounding property develops and alternative access is provided.
- MP 101.30 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 101.78 (north & south): Existing private access on both sides of SH 34, with median opening. Access will be a full movement, unsignalized intersection until land re-develops, then access will be closed or an overpass will be provided.
- MP 102.07 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 102.28 (north): Existing private access without median opening. Access will be removed when property re-develops.
- SH 34 Business (MP 102.48): Existing interchange to remain.
- SH 257 (MP 102.80): Existing diamond interchange to remain.
- MP 103.05 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 103.30 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 103.30 (south): Existing private access without median opening. Access will be closed when property re-develops.
- Promontory Parkway (MP 103.79): An existing public road access on the north side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 103.79 (south): Existing private access with median opening. Access will be closed when property redevelops and/or a public road is established at this location.

- MP 103.95 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 104.12 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 104.14 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 104.29 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 103.29 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- 95th Avenue (MP 104.77): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection if a parallel roadway connection is provided to Promontory Parkway.
- MP 105.02 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 105.41 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 105.42 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 105.65 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- Two Rivers Parkway (MP 105.91): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be allowed to be upgraded to a signalized intersection once signal warrants are met. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority. Before signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- MP 106.08 (north): Existing private access without median opening. Access will be removed when property re-develops.
- MP 106.49 (north): Existing private access without median opening. Access will be removed when properties re-develop and cross access to adjacent parcels is available.

- MP 106.49 (south): Existing private access without median opening. Access will be removed when properties re-develop and cross access to adjacent parcels is available.
- MP 106.51 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- 71st Avenue (MP 107.10): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will be modified to function with $\frac{3}{4}$ movements on the north side and right-in/right-out movements on the south side with cross access to 65th Avenue. In addition, intersection improvements in accordance with current Access Code standards would be necessary to address capacity and safety concerns. Ultimately, this access would continue to function with $\frac{3}{4}$ movements on the north side and right-in/right-out movements on the south side.
- MP 107.13 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 107.32 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 107.42 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- 65th Avenue (MP 107.61): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. In the interim, this access will remain a signalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 107.70 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 107.92 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 107.92 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 107.96 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 108.10 (north): Existing private access with median opening. Access will remain open for single family residence.
- MP 108.10 (south): Existing private access with median opening. Access will be removed when properties re-develop.

- MP 108.32 (north): Existing private access without median opening. Access will be removed at first opportunity.
- MP 108.32 (south): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 108.44 (north): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 108.44 (south): Existing private access with median opening. Median access will be closed and turn movements will be restricted. Ultimately, access will be removed when property re-develops.
- MP 108.55 (north): Existing private access without median opening. Access will remain for existing use.
- 47th Avenue (MP 109.11): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. In the interim, this access will remain a signalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, a diamond interchange will be allowed based on the availability of funding and approval of the Department and the local authority.
- MP 109.26 (south): Existing private access with median opening. Access will be removed at first opportunity.
- MP 109.42 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 109.54 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- MP 109.62 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 109.62 (south): Existing private access with median opening. Access may remain open as emergency access only, if needed.
- MP 109.80 (north): Existing private access without median opening. Access will be removed when properties re-develop.
- 35th Avenue (MP 110.23): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. In the interim, this access will remain a signalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, an interchange will be allowed based on the availability of funding and approval of the Department and the local authority.

- MP 110.56 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 110.75 (median opening): Existing median opening to remain open.
- 23rd Avenue (MP 111.23): An existing interchange with SH 34 to remain with enhancements to ramps and the cross street to improve operations.
- 17th Avenue (MP 111.74): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. Interim improvements may be necessary to address capacity and safety concerns. Ultimately, this access will remain a signalized intersection.
- MP 112.00 (south): Existing private access without median opening. Access will be removed at first opportunity.
- MP 112.08 (south): Existing private access without median opening. Access will be removed at first opportunity.
- 11th Avenue (MP 112.23): An existing public road access on both sides of SH 34. This access currently functions as a full movement, signalized intersection. Interim improvements may be necessary to address capacity and safety concerns. Ultimately, this access will remain a signalized intersection.
- US 85 Bypass / SH 34 Bypass (MP 112.59): An existing interchange with SH 34. See ultimate plan for potential modifications at this interchange. Modifications would be dependent on the availability of funding and approval of the Department and the local authorities.
- 1st Avenue (MP 113.82): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. In addition, a connection to Balsam Avenue would be provided. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection (both sides of highway).
- MP 114.50 (north): Existing private access with median opening. Access and median opening will be removed at first opportunity.
- MP 114.50 (south): Existing private access with median opening. Access and median opening will be removed at first opportunity.
- MP 114.51 (south): Existing private access without median opening. Access will be removed at first opportunity.
- WCR 45 (MP 115.20): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and

safety concerns. Ultimately, the median opening will be closed and this access will be converted to a right in/right out intersection when cross access is provided to the SH 34 Business Route.

- SH 34 Business (MP 115.41): An existing public road access on the north side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, the intersection would be signalized and a new public road would be established on the south side of SH 34.
- MP 115.47 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 115.50 (north): Existing private access with median opening. Access will be removed when property re-develops.
- MP 115.68 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 115.74 (north): Existing private access with median opening aligning with WCR 45.5. Ultimately, access will remain open. Intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns.
- WCR 45.5 (MP 115.74): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.
- MP 115.85 (north): Existing emergency only access with median opening. Access will remain as such, if necessary.
- MP 116.00 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 116.17 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 116.21 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 116.25 (north): Existing private access with median opening. Access aligns with WCR 47 and will remain open.
- WCR 47 (MP 116.25): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.

- MP 116.26 (north): Existing private access with median opening. Access will be combined with private access located at MP 116.25 (north).
- MP 116.29 (south): Existing private access with median opening. Access will be closed when property re-develops.
- MP 116.34 (south): Existing private access with median opening. Access will be closed when property re-develops.
- MP 116.49 (north): Existing private access with median opening. Access will be closed when property re-develops.
- WCR 47.5 (MP 116.74): An existing public road access on the north side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.
- MP 116.74 (south): Existing private access with median opening. Access aligns with WCR 47.5 and will remain open.
- MP 116.78 (south): Existing private access with median opening. Access will be removed when properties re-develop and use access across from WCR 47.5 at MP 116.74.
- MP 116.80 (south): Existing private access with median opening. Access will be removed when properties re-develop and use access across from WCR 47.5 at MP 116.74.
- MP 116.95 (north): Existing private access with median opening. Access will be removed when property re-develops.
- MP 117.25 (north): Existing private access with median opening. Access aligns with WCR 49 and will remain open.
- WCR 49 (MP 117.25): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will function as a full movement, signalized intersection.
- MP 117.27 (north): Existing private access with median opening. Access will be removed at first opportunity.
- MP 117.27 (south): Existing private access with median opening. Access will be removed at first opportunity.
- MP 117.32 (north): Existing private access with median opening. Access will be closed when property re-develops and cross access provided to WCR 49.

- MP 117.57 (south): Existing private access with median opening. Access will be removed when property re-develops and cross access provided to WCR 49 or WCR 49.5.
- MP 117.62 (south): Existing private access with median opening. Access will be removed when property re-develops and cross access provided to WCR 49.5.
- MP 117.71 (south): Existing private access with median opening. Access will be removed when property redevelops and cross access provided to WCR 49.5.
- MP 117.74 (north): Existing private access with median opening. Access aligns with WCR 49.5 and will remain open as a $\frac{3}{4}$ movement intersection.
- WCR 49.5 (MP 117.74): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will be modified to a $\frac{3}{4}$ movement intersection.
- MP 117.76 (south): Existing private access with median opening. Access will be removed when property redevelops and cross access provided to WCR 49.5.
- MP 117.87 (north): Existing private access with median opening. Access will be removed when property re-develops.
- MP 117.89 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.03 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.09 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.14 (south): Existing private access with median opening. Access will be removed when property re-develops.
- MP 118.16 (north): Existing private access with median opening. Access will be removed when property re-develops and cross access provided to WCR 51.
- MP 118.20 (north): Existing private access with median opening. Access aligns with WCR 51 and will remain open.
- WCR 51 (MP 118.20): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Ultimately, this access will function as a full movement, signalized intersection.

- MP 118.44 (south): Existing private access with median opening. Access will be closed when property develops and/or a public road is established at this location.
- New Public Road (MP 118.44): A future public road access on the south side of SH 34. The new intersection shall be constructed in accordance with current Access Code standards. In the interim, this public road will be allowed to function as right-in/right-out intersection. Ultimately, this access will continue to function as a right-in/right-out intersection.
- MP 118.48 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.67 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.70 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.71 (south): Existing private access with median opening. Access will be removed when properties re-develop.
- MP 118.74 (north): Existing private access with median opening. Access will be removed when properties re-develop.
- Kersey Road Business Route (MP 118.86): An existing public road access on the south side of SH 34. This access currently functions as a one-way movement, unsignalized intersection. In the interim, intersection improvements may be necessary to address capacity and safety concerns. Ultimately, this access will remain a one-way movement, unsignalized intersection.
- SH 37/1st Street (MP 119.17): An existing public road access on both sides of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, this access will allowed to be upgraded to a signalized intersection once signal warrants are met. Before and after signalization, intersection improvements in accordance with current Access Code standards may be necessary to address capacity and safety concerns. Ultimately, this access will function as a full movement, signalized intersection.
- MP 119.69 (north): Existing private access with median opening. Access will be removed when property re-develops and/or a public road is established at this location.
- 9th Street (MP 119.69): An existing public road access on the south side of SH 34. This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access Code standards to address capacity and safety concerns. Also, a future public road from the north will be allowed to access SH 34 at this intersection. Ultimately, this access will be allowed to function as a full movement signalized intersection.
- WCR 56/WCR 55 (MP 120.02): This access currently functions as a full movement, unsignalized intersection. In the interim, the intersection will continue to function as a full movement, unsignalized intersection with improvements in accordance with current Access

Code standards to address capacity and safety concerns. Ultimately, this access will be closed when a new intersection to the east (MP 120.02) is provided.

- New WCR 55 Intersection (MP 120.22): A future public road access on both sides of SH 34 that provides a connection to WCR 56. In the interim, this access does not exist. Ultimately, the new intersection shall be constructed in accordance with current Access Code standards and would be allowed to function as a full movement unsignalized intersection once signal warrants are met.

EXHIBIT B: ACCESS PLAN ILLUSTRATED

The attached Exhibit B is for general illustration and only for the ease of locating access points. Refer to the text of Exhibit A for accurate access location information.

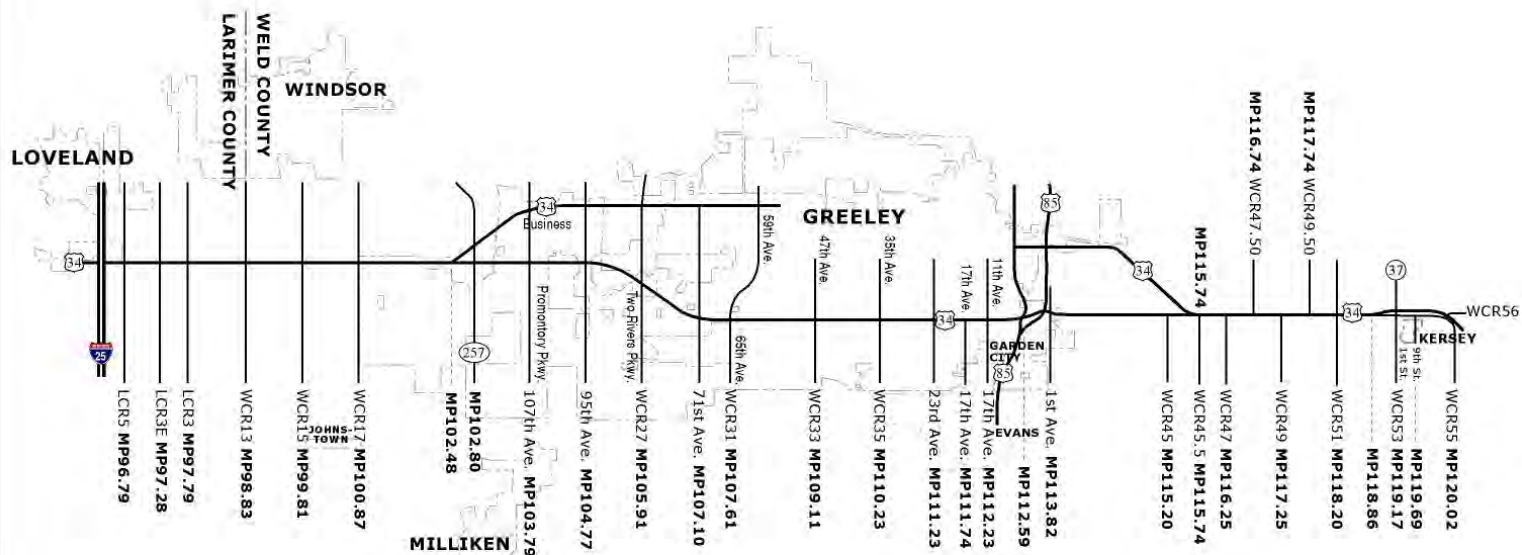


Exhibit B
(February 21, 2003)

US 34 Corridor Map



EXHIBIT C
(February 20, 2003)
ACCESS CONTROL PLAN
SH 34
INTERSTATE TO WELD COUNTY 55
CITY OF EVANS, CITY OF GREELEY
TOWN OF JOHNSTOWN, TOWN OF KERSEY, LARIMER COUNTY,
CITY OF LOVELAND, WELD COUNTY, TOWN OF WINDSOR
AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION

ACCESS PLAN AMENDMENT PROCESS

1. Any request for amendment must be submitted to the Department by a signatory of the IGA (an Agency). The amendment must be located within the jurisdiction and have the written support of the submitting signatory. The amendment request shall include the following documents:
 - Description of Access
 - Justification for Amendment
 - Supporting Traffic Analysis
 - A List of Design Waivers and Corresponding Action
 - A Plan Clearly Depicting the Access Modification including Dimensions as Appropriate
2. The Department shall review the submittal for completeness and for consistency with the Access Control Plan and the Access Code.
3. If the amendment request is found to be complete, it will be forwarded to all members of the Advisory Group designated below with a brief report prepared by the Department.
 - The Advisory Group will be comprised of one representative from each signatory.
 - With all amendment requests, the Department will schedule a meeting within 45 days of receiving a complete amendment request. At that meeting, the sponsoring signatory will be given an opportunity to present its request. Also, the Department will present a review of the request, addressing technical features, operational issues and resulting design waivers. All signatories will have the opportunity to comment on the request and ask questions.
4. After the Advisory Group has reviewed and discussed the amendment request, each signatory will have 30 days to make a decision on whether to accept or decline the amendment. The signatories of the Advisory Group will submit their vote to the Department in writing, and an affirmative vote of 2/3 or more of the signatories will be necessary to approve the amendment. The lack of response of an Advisory Group signatory within the 30-day period will be interpreted as a "decline" decision. The Department will notify all signatories within 35 days of the meeting relative to the Group's decision; a tally sheet documenting each signatory's vote will be provided. Any amendment request that results in a violation of the Access Code or is not an improvement of a substandard situation will not be considered. Further, any amendment request that relaxes the restrictive nature of the Access Control Plan must include an affirmative Department vote as part of the 2/3 signatories' approval.



Town of Johnstown

March 22, 2021

Mr. Jim Becklenberg, City Manager
City of Evans
1100 37th Street
Evans, CO 80620

Mrs. Linda Hoffman, County Manager
Larimer County
200 W Oak Street #2200
Fort Collins, CO 80521

Mr. Roy Otto, City Manager
City of Greeley
1000 10th Street
Greeley, CO 80631

Mrs. Heather Paddock, P.E. District 4
Engineer
Colorado Department of Transportation
1601 West 10th Street
Greeley, CO 80634

Mr. Christian Morgan, Town Manager
Town of Kersey
PO Box 657
Kersey, CO 80644

Mr. Steve Moreno, Chair Weld County
Weld County Commissioners
1150 O Street
Greeley, CO 80632

Mr. Shane Hale, Town Manager
Town of Windsor
301 Walnut Street
Windsor, CO 80550

Re: Intergovernmental Agreement for State Highway 34 Access Control Plan

Dear Ladies and Gentlemen,

I hope this letter finds you well and safe at this time. In 2003, the entities included in this letter adopted an Intergovernmental Agreement regarding an Access Control Plan (ACP) for the State Highway 34 corridor. At the time that all parties approved this agreement, the Town of Johnstown chose not to approve this agreement. The specific reasons for no action taken by Johnstown I am not aware of and, quite frankly, those reasons I would hope would be not material at this time. As the Town looks forward and takes a more collaborative approach to our transportation planning, the Town is strongly considering adopting this ACP, as it also compliments the Planning and Environmental Linkage (PEL) for the Highway 34 corridor

The Community That Cares

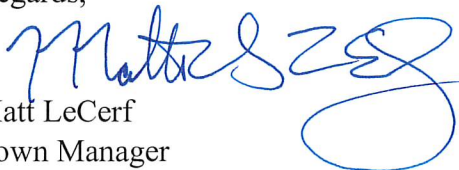
johnstown.colorado.gov

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completed in 2019. We believe it is in the Town's interest and the interest of other cooperating local governments for the Town to move forward in adoption of this Intergovernmental Agreement.

One of the criteria requested by CDOT prior to Johnstown considering to adopt this document eighteen years later, is to gain support or no opposition to our adopting it by the other local governmental entities. Consequently, please consider this letter as a notice as our attempt to adopt the IGA on either April 19, 2021 or May 3, 2021 during a regularly scheduled Town of Johnstown Council meeting. In the interim, if you have any opposition or concerns regarding us adopting this document, please feel free to contact me directly at your convenience. You can reach me at 970-578-9601. The Town of Johnstown wants to be collaborative and a participatory entity in these local government planning projects and we would hope that you would support our engagement at this time.

Regards,


Matt LeCerf
Town Manager

cc: Honorable Mayor Gary Lebsack and Johnstown Town Council
Marco Carani, Town of Johnstown Director of Public Works
Ellen Hilbig, Town of Johnstown Deputy Director Public Works