TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, February 06, 2023 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Business of the Month

PUBLIC COMMENT

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

CONSENT AGENDA

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

2. January 18, 2023 Meeting Minutes
3. Ordinance 2023-238 Approving the North Ridge PUD Outline Development Plan Amendment No 1, on Second Reading
4. Ordinance 2023-239 Annexing Rieder Farm on Second Reading
5. Ordinance 2023-40 Zoning the Rieder Farms property, on Second Reading
6. Annexation Agreement for Rieder Farm Annexation, with Platte Land and Water, LLC
7. January 2023 List of Bills

TOWN MANAGER REPORT

8. Town Manager's Report

TOWN ATTORNEY REPORT

OLD BUSINESS

PUBLIC HEARING

9. New Fermented Malt Beverage Liquor License Application for CF Altitude LLC dba Alta #6332.
10. Resolution 2023-06 Setting a Public Hearing for Archdiocese Annexation No 1 and No 2
11. Public Hearing - Resolution 2023-07 Approving the Preliminary/Final Subdivision Plat **and** Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3
12. Ordinance 2023-241 Approving the Outline Development Plan for High Plains Estates PUD

NEW BUSINESS

13. Agreement Between the Town of Johnstown and MWH Constructors, Inc for Professional Services Related to Construction Manager at Risk Services for the Water Treatment Plant Expansion
14. Subdivision Development and Improvement Agreement for East Ledge Rock Center Filing No. 3
15. Water and Sewer Service Agreement for East Ledge Rock Center Filing No. 3
16. Consideration of Resolution 2023-08 approving the Economic Inventive Agreement Between The Town of Johnstown and Project Arsenal

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

17. Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Wednesday, January 18, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

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

ROLL CALL

Present:
Mayor Lebsack
Councilmember Berg
Councilmember Mellon
Councilmember Morris
Councilmember Molinar

Absent:
Councilmember Dominguez
Councilmember Young

AGENDA APPROVAL

Councilmember Morris moved to approve the agenda.

Councilmember Berg provided the second and the motion passed unanimously.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

1. January 4, 2023 Council Meeting Minutes
2. December 2022 Additional List of Bills
3. December 2022 Financial Statements
4. Resolution 2023-04: Application to Northern Colorado Water Conservancy District for Annual Renewable Perpetual Water Contract for Right to Use Colorado Big Thompson Water (CBT) under C.R.S 37-45-131.
5. First Amendment to The Ledge Rock Water And Sewer Pipeline Escrow Agreement

Councilmember Berg moved to approve the consent agenda.

Councilmember Molinar provided the second and the motion passed unanimously.

TOWN MANAGER REPORT

6. Town Manager's Report

Matt LeCerf, Town Manager, noting that the Charlotte Street project update reports have been delayed due to the snowstorms.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

OLD BUSINESS

There was no Old Business on the agenda.

NEW BUSINESS

7. State Highway 60 waterline proposals, contract, and exhibit.

Doug Gossett, Civil Engineer II, presented the recommendation from staff to award the proposal of this project to J-U-B Engineers. Mr. Gossett reviewed the project and the proposal process.

Councilmember Morris moved to approve awarding the design services to J-U-B Engineers, Inc. as presented for a total not to exceed $286,600.00.

Councilmember Molinar provided the second and the motion passed with all in favor.

8. Consider Approval to Order the Traffic Signal Poles for the Intersection of SH 60 and Carlson Boulevard

Mr. LeCerf reviewed the bid process and staff recommendation to award to Millerbrand, noting that the bid for construction phase of the project is currently open. Mr. LeCerf noted a public comment submitted online from Jim Hatfield expressing appreciation for this project.

Councilmember Mellon moved to approve the ordering of the traffic signal poles for the intersection of SH 60 and Carlson Blvd, authorizing the purchase from Millerbrand at a cost of $96,279.00.

Councilmember Morris seconded and the motion passed with all in favor.

PUBLIC HEARING

9. Resolution 2023-05 regarding the Rieder Farm Annexation

Mayor Lebsack opened the public hearing for Resolution 2023-05.

Mr. LeCerf noted the vicinity of the site, bordered to the South by 2nd Street, at approximately 40 acres. The resolution concluded the area is eligible for annexation, no limitations apply that would restrict the annexation and the annexation follows on the agenda.

Mayor Lebsack opened the public hearing for public comment in favor or opposed to this hearing, to which there was none.

Councilmember Mellon moved that the Town Council approve Resolution 2023-05 Findings of Fact and Conclusions based thereon with respect to the Rieder Farm Annexation.

Councilmember Berg provided the second and the motion was approved with all in favor.

10. Ordinance 2023-239 regarding the Rieder Farm Annexation

Mayor Lebsack opened the public hearing for Ordinance 2023-239.

Mr. LeCerf noted this owner-initiated annexation is within the Town of Johnstown's Growth Management area. Council asked for clarification on neighboring easements, noting that future expansions of Parish Ave would need to be considered by future developers.

Mayor Lebsack opened the public hearing for public comment in favor or opposed to this hearing, to which there was none.

Councilmember Molinar moved that the Town Council approve Ordinance 2023-239, on First Reading.

Councilmember Morris provided the second and the motion passed with all in favor.

11. Ordinance 2023-240 Approving H-A Zoning for the property known as Rieder Farm Annexation

Mayor Lebsack opened the public hearing for Ordinance 2023-240.

Mr. LeCerf noted this ordinance establishes zoning for the previous ordinance annexation. The applicant is requesting a historical agricultural proposed zoning.

Mayor Lebsack opened the public hearing for public comment in favor or opposed to this hearing, to which there was none.

Councilmember Berg moved that the Town Council approve Ordinance 2023-240, on First Reading.

Councilmember Mellon seconded and the motion passed with all in favor.

COUNCIL REPORTS AND COMMENTS

There were no Councilmember reports.

MAYOR'S COMMENTS

There were no comments from the Mayor.

INFORMATIONAL ITEMS

12. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Lebsack adjourned the January 18, 2023 Town Council Regular meeting at 7:30 p.m.

_____

Gary Lebsack, Mayor

_____

Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Ordinance 2023-238 Approving North Ridge P.U.D. Outline Development Plan Amendment No. 1

ATTACHMENTS:
1. Ordinance 2023-0238
2. REVISED North Ridge Outline Development Plan Amd No. 1

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Council held a public hearing on January 4, 2023, and approved Ordinance No. 2023-238 on first reading on the condition that all proposed residential development is removed from Planning Area "A" on the Outline Development Plan Amendment No. 1.

The applicant has submitted a revised Outline Development Plan Amendment No. 1 (Attachment 2) which has been updated to address the Council's condition of approval.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2023-238 Approving North Ridge P.U.D. Outline Development Plan Amendment No. 1.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-238

APPROVING NORTH RIDGE P.U.D. OUTLINE DEVELOPMENT PLAN AMENDMENT NO. 1, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 60 ACRES.

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

WHEREAS, Ridge II HoldCo, LLC, a Delaware limited liability company, submitted an application to the Town for approval of the North Ridge P.U.D. Outline Development Plan Amendment No. 1, related to the North Ridge development located in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 60 acres; and

WHEREAS, on August 10, 2022, the Planning and Zoning Commission held a public hearing and recommended denial of the North Ridge P.U.D. Outline Development Plan Amendment No. 1; and

WHEREAS, on January 4, 2023, the Town Council held a public hearing concerning the North Ridge P.U.D. Outline Development Plan Amendment No. 1; and

WHEREAS, after considering the Planning and Zoning Commission's recommendation, reviewing the file and considering the evidence submitted at the public hearing, the Town Council finds that the North Ridge P.U.D. Outline Development Plan Amendment No. 1 is compatible with and furthers the goals of the *Johnstown Area Comprehensive Plan* and other applicable Town standards and regulations; and

WHEREAS, based on the foregoing, Town Council desires to approve the North Ridge P.U.D. Outline Development Plan Amendment No. 1.

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

Section 1. P.U.D. Outline Development Plan Approval. The North Ridge P.U.D. Outline Development Plan Amendment No. 1, related to the North Ridge development located in the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 60 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Supersede and Replace. The North Ridge P.U.D. Outline Development Plan Amendment No. 1 adopted herein shall supersede and replace the North Ridge P.U.D. Outline Development Plan adopted pursuant to Town of Johnstown Ordinance No. 2021-206.

Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 11 day of January, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

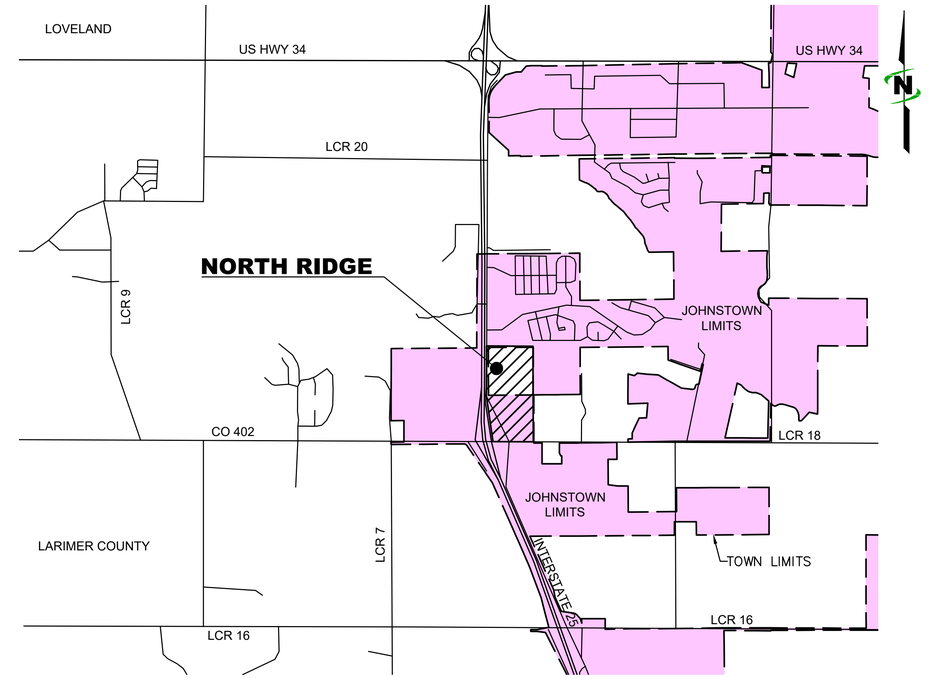
By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

OUTLINE DEVELOPMENT PLAN AMENDMENT 01
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO

EXISTING ZONING
SCALE: 1" = 250'



VICINITY MAP
SCALE: 1" = 2000'

NARRATIVE:

THE INTENT OF THIS OUTLINE DEVELOPMENT PLAN (ODP) IS TO PROVIDE THE FRAMEWORK FOR THE NORTH RIDGE JOHNSTOWN DEVELOPMENT. NORTH RIDGE JOHNSTOWN IS A CONTINUATION OF THE RIDGE AT JOHNSTOWN DEVELOPMENT, ALL OF WHICH WILL BRING NEEDED INFRASTRUCTURE, SERVICES, AMENITIES, AND TAX REVENUE TO THE TOWN.

THE ANNEXATION OF THE BATH PARCEL WILL COMPLETE NORTH RIDGE AND COMPLEMENT THE RIDGE DEVELOPMENT BRIDGING THE TWO PROJECTS TOGETHER THROUGH INTEGRATED CONCEPT DESIGN AND UNIFORM DEVELOPMENT STANDARDS. THE BATH PARCEL IS CONTIGUOUS TO AN EXISTING ANNEXED PARCEL IN THE TOWN ALLOWING INFRASTRUCTURE TO BE BROUGHT TO NORTH RIDGE FROM EITHER OR BOTH THE SOUTH AND THE NORTH IN COORDINATION WITH DEVELOPED PROJECTS. THE TOWN WILL BENEFIT FROM REVENUES GENERATED BY NEW BUSINESS, AND INCREASED EXPOSURE AND VISIBILITY ALONG I-25. THE COMMUNITY WILL HAVE ADDITIONAL COMMERCIAL RESOURCES NEEDED FOR A GROWING JOHNSTOWN.

APPROVALS:

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN AMENDMENT 01, TO BE KNOWN AS NORTH RIDGE P.U.D. OUTLINE DEVELOPMENT PLAN AMENDMENT 01, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER 2023-_____, PASSED AND ADOPTED ON FINAL READING AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, HELD ON THE _____ DAY OF _____, _____.

BY: _____
GARY LEBSACK, MAYOR

ATTEST: _____
HANNAH HILL, TOWN CLERK

GENERAL NOTES:

1. ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATIONS TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
2. LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT THE TIME OF FINAL PLATTING. LOCAL AND COLLECTOR STREETS WILL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS.
3. ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS, FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE WILL NOT EXCEED VALUES LISTED ON ODP-02. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF RESIDENTIAL PARCEL PLATTING.
4. AREA OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
5. FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREA, AND STREETS MAY VARY FROM THAT SHOWN.
6. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT AS USES THAT ARE ALLOWED.
7. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATIONS OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS PART OF THE FINAL SUBDIVISION PLATTING.
8. LANDSCAPING, SIGNING, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING, AND LIGHTING FOR DEVELOPMENT WITH THIS PUD WILL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DESIGN GUIDELINES SPECIFIC FOR CALIBER PROJECTS.

DEVELOPMENT PHASING:

IT IS ANTICIPATED THAT NORTH RIDGE WILL BUILD OUT NORTH AND SOUTH SIMULTANEOUSLY FOR LOT DELIVERIES IN 2023 AND BUILD-OUT IN 2024. CURRENT CONCEPT PLANS FOR COMMERCIAL, INCLUDE CONVENIENCE STORE WITH GAS, DRIVE-UP COFFEE, AND ADDITIONAL COMMERCIAL USES DETERMINED BY MARKET DEMAND IN PLANNING AREAS A, B AND C. PLANNING AREA D IS INTENDED FOR MULTI-FAMILY DWELLINGS. PLANNING AREA E IS BEING DEVELOPED INDEPENDENTLY AS SMALL LOT, SINGLE FAMILY BY AN ESTABLISHED JOHNSTOWN DEVELOPER.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
4745 Boardwalk Drive
Building D, Suite 200
Fort Collins, CO 80525
Phone: 970.377.3602
www.jub.com

FINAL EXHIBIT

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APR.	DATE
REVISION				

NORTH RIDGE DEVELOPEMNT JOHNSTOWN

OUTLINE DEVELOPMENT PLAN COVER AMENDMENT 01

FILE: 87-20-003_ODPCOVER
JUB PROJ. #: 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY:
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/24/2023

SHEET NUMBER:
ODP-01

Plot Date:1/24/2023 4:59 PM Plotted By: Philip Mohlke
Date Created:3/29/2022 \\JUB.COM\CENTRAL\CLIENTS\CO\CALIBER\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_ODPCOVER.DWG

OUTLINE DEVELOPMENT PLAN AMENDMENT 01
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO

CONCEPT NOTE:

CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

LEGEND	
	POTENTIAL FUTURE ACCESSES
	DEVELOPMENT PARCEL BOUNDARY (FOR GRAPHICAL PURPOSES ONLY
P/L	PROPERTY BOUNDARY
R/W	RIGHT OF WAY
	JOHNSTOWN TOWN LIMITS

NOTES:
1. ADDITIONAL DESIGN REQUIREMENTS FOR COMMERCIAL DEVELOPMENT PER THE DESIGN GUIDELINES.
2. THE PLANNING DIRECTOR MAY APPROVE ADJUSTMENTS TO COMMERCIAL SETBACKS THAT MAY BE NECESSARY DUE TO PARCEL SIZE, CONFIGURATION, OR OTHER CONSTRAINT.
3. LANDSCAPING, SIGNING, ARCHITECTURE, NON–RESIDENTIAL PARKING, FENCING, AND LIGHTING FOR DEVELOPMENT WITH THIS PUD WILL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF JOHNSTOWN MUNICIPAL CODE OR THE DESIGN GUIDELINES SPECIFIC FOR CALIBER PROJECTS.

PLANNING AREA BOUNDARIES:

PLANNING AREA ACREAGE AND BOUNDARIES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING ACREAGE MAY CHANGE UP TO 30% WITHOUT A MAJOR AMENDMENT TO THIS PUD DOCUMENT.

PLANNING AREA INDEX:

PLANNING AREA (PA)	APPROX. ACREAGE	ANTICIPATED USES	LOT COVERAGE
PA–A	±14.2	COMMERCIAL	70%
PA–B	±3.2	COMMERCIAL	60%
PA–C	±7.1	COMMERCIAL	50%
PA–D	±12.0	COMMERCIAL/RESIDENTIAL	—
PA–E	±23.4	RESIDENTIAL	–

DENSITY:

ANTICIPATED RESIDENTIAL DENSITIES ARE SPECIFIED WITHIN EACH PARCEL. THE FINAL DENSITY SHALL BE DETERMINED AT THE TIME OF PLATTING. NO MINIMUM DENSITIES ARE REQUIRED FOR RESIDENTIAL PLANNING AREAS.

LAND USE SUMMARY:

LAND USE	ACRES	PERCENTAGE (NEAREST 1%)
COMMERCIAL	24.5	41
RESIDENTIAL	35.4	59
TOTAL	60.0	100

OPEN SPACE	ACRES	PERCENTAGE (NEAREST 1%)
COMMERCIAL	3.7	15
RESIDENTIAL	10.6	30
TOTAL	14.3	23.8

DEVELOPMENT STANDARDS: COMMERCIAL

MAXIMUM HEIGHT	A: 130' B & C: 85' ALL AREAS UP TO 150' W/ CONDITIONAL USE GRANT
LANDSCAPE REQUIREMENT	20% LANDSCAPING
BUILDING SETBACK FROM HIGHWAY	50'
BUILDING SETBACK FROM ARTERIAL	25'
BUILDING SETBACK FROM FRONTAGE ROAD	20'
PARKING SETBACK FROM ROW	20'

DEVELOPMENT STANDARDS: RESIDENTIAL

	SINGLE FAMILY DETACHED	SINGLE FAMILY ATTACHED	MULTI FAMILY
MINIMUM LOT SIZE	1,400 SF	4,500 SF	N/A
MAXIMUM HEIGHT	35'	35' *50'	50' *70'
FRONT SETBACK TO BUILDING	15' MIN.	15' MIN.	15' MIN.
FRONT SETBACK TO GARAGE	10' MIN.	10' MIN.	10' MIN.
FRONT SETBACK TO SIDE LOADED GARAGE	10' MIN.	10' MIN.	10' MIN.
SIDE YARD SETBACK	5' MIN.	0' MIN.	0' MIN.
REAR YARD SETBACK (FRONT LOADED)	5' MIN.	5' MIN.	5' MIN.
REAR YARD SETBACK (ALLEY LOADED)	5' MIN.	5' MIN.	5' MIN.
SIDE (CORNER) SETBACK	15' MIN.	15' MIN.	15' MIN.
BUILDING SEPARATION	PER FIRE CODE		

* PER CONDITIONAL USE GRANT

NOTES:
1. ADDITIONAL DESIGN REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT PER THE DESIGN GUIDELINES.
2. PLANNING AREA E SHALL HAVE A MINIMUM 15' BUFFER YARD ADJACENT TO EXISTING RESIDENTIAL PROPERTIES, IN COMPLIANCE WITH THE TOWN LANDSCAPE STANDARDS (SEC. E.2), WITH 1 TREE AND 5 SHRUBS, PER 600 SF.
3. PLANNING AREA E SHALL PERMIT ONLY SINGLE FAMILY DETACHED HOMES WITHIN 150–FEET OF THE NORTH AND EAST BOUNDARIES. ANY ATTACHED OR MULTI–FAMILY HOUSING TYPES SHALL BE PLACED OUTSIDE OF THIS USE–TRANSITION BUFFER AREA.
4. THE PLANNING DIRECTOR MAY APPROVE ADJUSTMENTS TO RESIDENTIAL SETBACKS THAT MAY BE NECESSARY DUE TO PARCEL SIZE, CONFIGURATION, OR OTHER CONSTRAINT.

OPEN SPACE, PARKS, & WALKS/TRAILS:

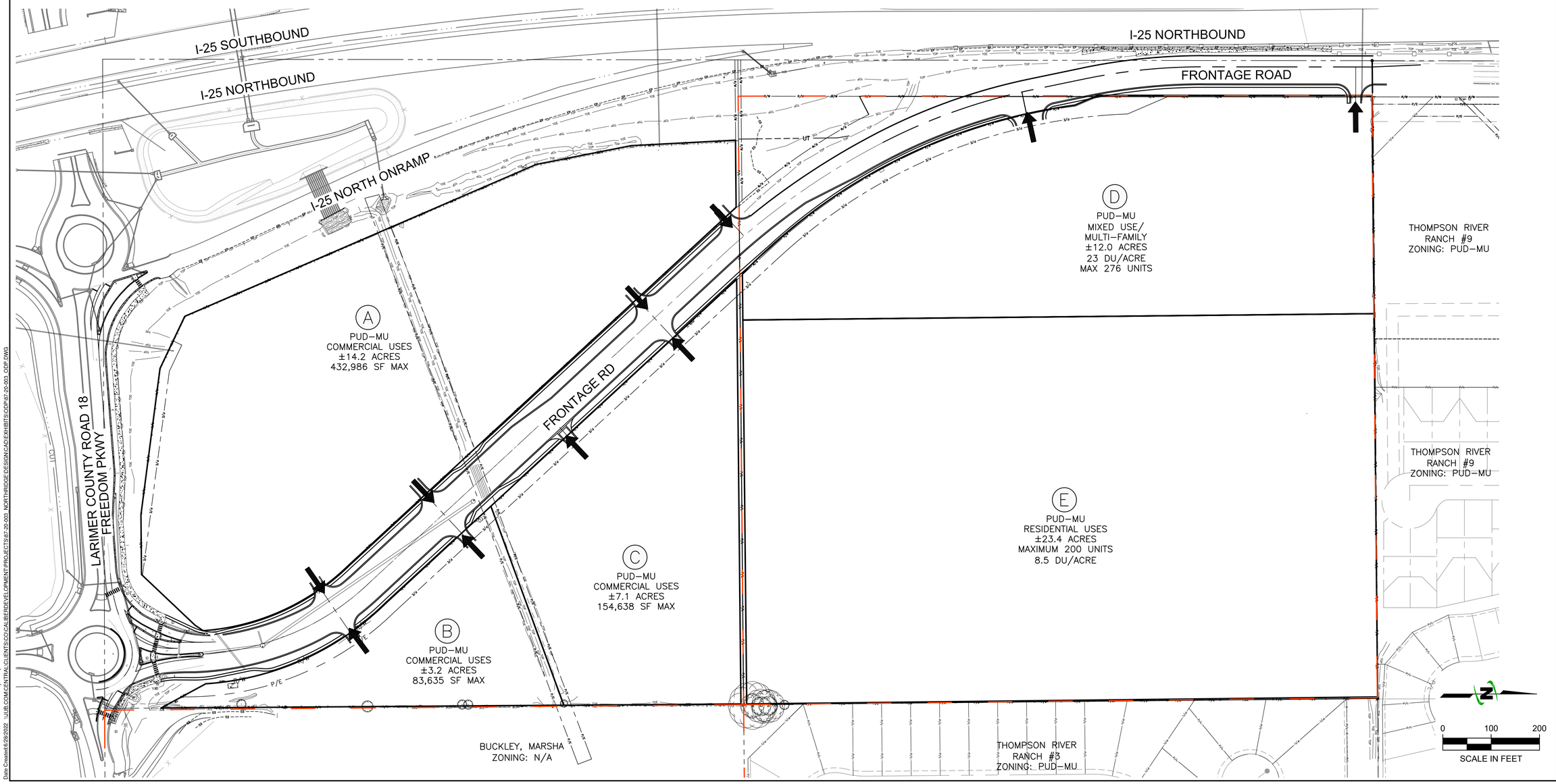
OPEN SPACE:
1. 30% OF RESIDENTIAL ACREAGE IS REQUIRED TO BE OPEN SPACE.
2. PARK SPACE WILL BE COUNTED TOWARDS OPEN SPACE REQUIREMENTS.
3. OPEN SPACE INCLUDES STREETSCAPES OUTSIDE OF ROW, HARDSCAPES, PLAZAS, FOUNTAIN ARES, PONDS, AND AREAS SUCH AS SIDEWALKS WITH BENCH SEATING.
4. SIDEWALKS ARE REQUIRED TO BE 10' WIDE AND 6" DEEP REINFORCED CONCRETE ALONG STANDARD ARTERIAL STREET SECTIONS. DETACHED AND MEANDERING SIDEWALKS PROPOSED AS FEASIBLE.

PARKS AND RECREATION:
1. 10% OF RESIDENTIAL ACREAGE IS REQUIRED TO BE DESIGNATED AS LAND USE FOR PARKS AND RECREATION.
2. PARKS MAY BE PRIVATELY OR PUBLICLY OWNED, TO BE DETERMINED AT THE TIME OF FINAL PLAT.
3. ALL PARKS, NO MATTER IF OWNERSHIP IS PUBLIC OR PRIVATELY HELD, WILL BE ACCESSIBLE TO THE GENERAL PUBLIC, REGARDLESS OF RESIDENCY STATUS.

PARCEL DESIGN INTENT:

PARCEL A, B AND C:
THE DESIGN INTENT FOR PLANNING AREAS A, B AND C IS TO ALLOW FOR A WIDE RANGE OF COMMERCIAL DEVELOPMENT USES, WHICH COULD INCLUDE CONVENIENCE STORE WITH GAS, DRIVE–UP COFFEE, AND ADDITIONAL COMMERCIAL USES DETERMINED BY MARKET DEMAND.

PARCEL D AND E:
THE DESIGN INTENT FOR PLANNING AREA D AND E IS TO ALLOW FOR RESIDENTIAL DEVELOPMENT. RESIDENTIAL DEVELOPMENT COULD INCLUDE SINGLE–FAMILY, MULTI–FAMILY USES.



Item #3.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
4745 Boardwalk Drive
Building D, Suite 200
Fort Collins, CO 80525
Phone: 970.377.3602
www.jub.com

FINAL EXHIBIT

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE USED BY OTHERS WITHOUT WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APPR.	DATE

REVISION

NORTH RIDGE DEVELOPEMNT
JOHNSTOWN

NORTH RIDGE OUTLINE DEVELOPMENT PLAN
AMENDMENT 01

FILE : 87-20-003_ODP
JUB PROJ. # : 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY:
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/25/2023

SHEET NUMBER:
ODP-02

Plot Date:1/25/2023 10:44 AM Plotted By: Philip Morlike
Date Created:6/28/2022 \\JUB.COM\CENTRAL\CLIENTS\CO\CALIBER\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_ODP.DWG

OUTLINE DEVELOPMENT PLAN AMENDMENT O1
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO

CONCEPT NOTE:

CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

AMENDMENT 01 NOTE:

BASIN BOUNDARIES AND FLOW RATES SHOWN FOR CONCEPTUAL ULTIMATE DESIGN. IMPERVIOUS VALUES ARE ESTIMATED FOR DEVELOPED CONDITIONS. SEE PICP DRAINAGE REPORT FOR EXISTING CONDITIONS EVALUATION, PROPOSED DRAINAGE IMPROVEMENTS AND ULTIMATE CONDITION EVALUATION. MAXIMUM RELEASE RATE AT PROJECT BOUNDARY LOCATIONS FOR DEVELOPED CONDITIONS LABELED HEREIN.

LEGEND:

- 4900 — EXISTING MAJOR CONTOUR
- 4902 — EXISTING MINOR CONTOUR
- SD — EXISTING STORM PIPE
- BASIN BOUNDARY: ONSITE
- BASIN BOUNDARY: OFFSITE
- BASIN BOUNDARY: PROPERTY LINE
- H-1 / 1.25 AC / 2.50 AC — BASIN ID, C–MINOR, C–MAJOR, AREA
- 3 — DESIGN POINT
- DIRECT FLOW ARROW
- OVERLAND FLOW ARROW
- A — CDOT ACCESS CONTROL LINE

ULTIMATE BASIN HYDROLOGY (ESTIMATED)

BASIN ID	AREA (acres)	IMPERVIOUS (%)	Q5 (cfs)	Q100 (cfs)
UP	0.30	65%	0.54	1.33
1S	10.84	75%	23.97	53.93
1N	7.90	76%	13.67	44.73
2S	3.14	65%	7.96	19.25
2N	7.81	67%	10.71	38.09
3N	13.14	83%	27.08	84.45
P4	23.35	75%	50.98	113.72
TOTAL:	66.48			

ULTIMATE DETENTION PONDS (ESTIMATED)

BASIN	AREA (acre)	100-YR DESIGN RATE (cfs)	100-YR MAX RELEASE RATE (cfs)	RELEASE RATE NOTE
P-UP	0.3	1.3	1.0	Design Rate for Storm Line D-3 by CDOT
P1-S	10.8	53.9	22.5	Portion of 62.6-cfs into Drainage Swale
P1-N	7.9	44.7	16.4	Portion of 62.6-cfs into Drainage Swale
P2-S	3.1	19.2	6.5	Portion of 62.6-cfs into Drainage Swale
P2-N	7.8	38.1	16.2	Portion of 62.6-cfs into Drainage Swale
		TOTAL	**62.6**	
3N	13.1	84.4	5.0	Design Rate for Inlet with TRR 9
P4	23.3	113.7	21.0	Design Rate for swale with TRR 3

NOTE: BASINS P–UP, P1–S, P1–N, P2–S, AND P2–N HAVE A MAXIMUM COMBINED RELEASE RATE OF 62.6–CFS INTO THE EXISTING DRAINAGE SWALE. THE MAXIMUM RELEASE RATES NOTED ABOVE ARE CALCULATED ON THE RATIO OF AREAS; THESE RATES MAY BE MODIFIED WITH ULTIMATE DESIGN BUT CAN NOT EXCEED THE 62.6–CFS TOTAL RELEASE RATE INTO THE SWALE.

NOTES:

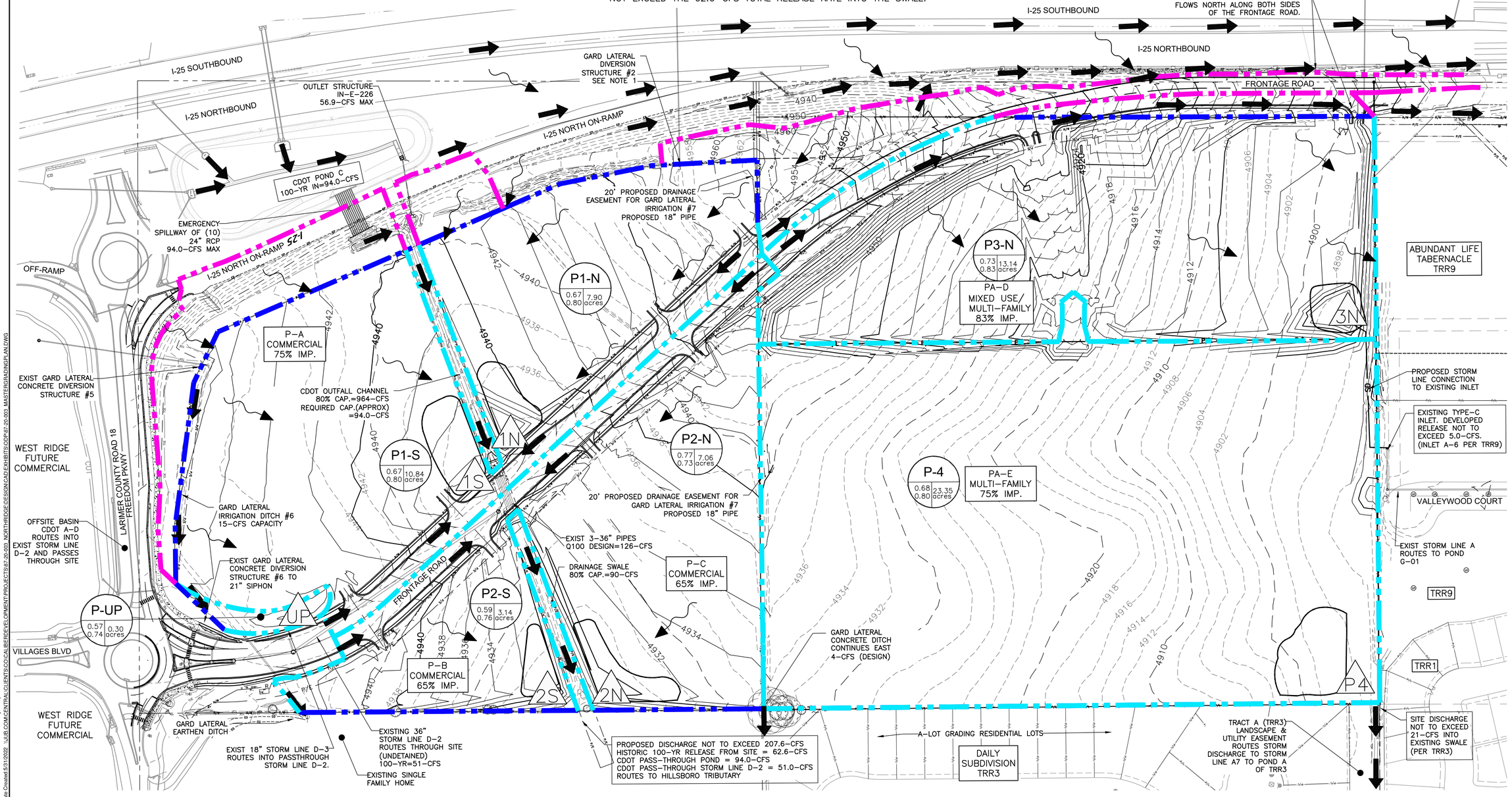
FOR 100–YEAR STORM ANALYSIS; ASSUME IRRIGATION DITCHES ARE FULL. ASSUME STORM WATER WILL OVERTOP EXISTING IRRIGATION EARTHEN DITCHES.

TRR – THOMPSON RIVER RANCH
CDOT – COLORADO DEPARTMENT OF TRANSPORTATION

PROPOSED POND SIZING IS APPROXIMATE USING RATIONAL FAA PROCEDURE BASED ON SITE CONDITIONS AND ASSUMPTIONS SHOWN ON THIS EXHIBIT AND 2–FEET OF FREEBOARD. FINAL POND SIZING SHALL BE UPDATED AS SITE DEVELOPMENTS ARE FINALIZED.

TYPE B SOIL TYPE.

0 100 200
SCALE IN FEET



Item #3.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
4745 Boardwalk Drive
Building D, Suite 200
Fort Collins, CO 80525
Phone: 970.377.3602
www.jub.com

FINAL EXHIBIT

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED BY ANY PERSON OR ENTITY FOR ANY PURPOSE. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APR.	DATE
	REVISION			

NORTH RIDGE DEVELOPEMNT
JOHNSTOWN

NORTH RIDGE MASTER GRADING AND DRAINAGE PLAN
AMENDMENT 01

FILE: 87-20-003_MASTERGRADINGPLAN
JUB PROJ. # : 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY:
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/24/2023

SHEET NUMBER:
ODP-03

Plot Date:1/24/2023 5:00 PM Plotted By: Philip Mollke
Date Created:8/31/2022 \\JUB.COM\CENTRAL\CLIENTS\CO\CALIBER\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_MASTERGRADINGPLAN.DWG

OUTLINE DEVELOPMENT PLAN AMENDMENT 01
NORTH RIDGE

LOCATED ON THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, AND STATE OF COLORADO

CONCEPT NOTE:

CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

LEGEND

	DEVELOPMENT PARCEL BOUNDARY (FOR GRAPHICAL PURPOSES ONLY
P/L	PROPERTY BOUNDARY
R/W	RIGHT OF WAY
	JOHNSTOWN TOWN LIMITS
W	DOMESTIC WATER
SS	SANITARY SEWER

ESTIMATED WASTEWATER FLOW:

PLANNING AREA (PA)	ANTICIPATED USES	DENSITY (MAX.)	APPROX. ACREAGE	AVERAGE FLOW (gpd)	PEAK FLOW (gpd)
PA–A	COMMERCIAL	6 UNITS/ACRE	±14.2	22,010	44,020
PA–B	COMMERCIAL	6 UNITS/ACRE	±3.2	4,800	9,920
PA–C	COMMERCIAL	6 UNITS/ACRE	±7.1	10,650	22,010
		SOUTH TOTAL:	±24.5	37,460	75,950
PA–D	COMMERCIAL/RESIDENTIAL	23 UNITS/ACRE	±12.0	18,600	37,200
PA–E	RESIDENTIAL	8.5 UNITS/ACRE	±23.4	43,758	175,038
		NORTH TOTAL:	±35.4	62,358	212,238

WASTEWATER CALCULATIONS AND ASSUMPTIONS:

RESIDENTIAL AVERAGE DAILY FLOW (ADF) = 220 GPD/SFE*

*INCLUDES ALLOWANCE FOR I/I

COMERCIAL AVERAGE FLOW = 1,550 GPD/ACRE

COMMERCIAL PEAKING FACTOR = 2

RESIDENTIAL PEAKING FACTOR = $2.6 * Q_A^{-0.16}$

Q_A = AVERAGE FLOW IN CFS

ESTIMATED WATER DEMAND:

PLANNING AREA (PA)	ANTICIPATED USES	DENSITY (MAX.)	APPROX. ACREAGE	AVERAGE FLOW (gpm)	MAX DAY DEMAND + FIRE FLOW (gpm)	PEAK FLOW (gpm)
PA–A	COMMERCIAL	6 UNITS/ACRE	±14.2	16.8	3,034	50.3
PA–B	COMMERCIAL	6 UNITS/ACRE	±3.2	3.8	3,008	11.3
PA–C	COMMERCIAL	6 UNITS/ACRE	±7.1	8.4	3,017	25.1
PA–D	RESIDENTIAL	23 UNITS/ACRE	±12.0	86.3	3,173	258.8
PA–E	RESIDENTIAL	8.5 UNITS/ACRE	±23.4	62.2	3,124	186.5

WATER CALCULATIONS AND ASSUMPTIONS:

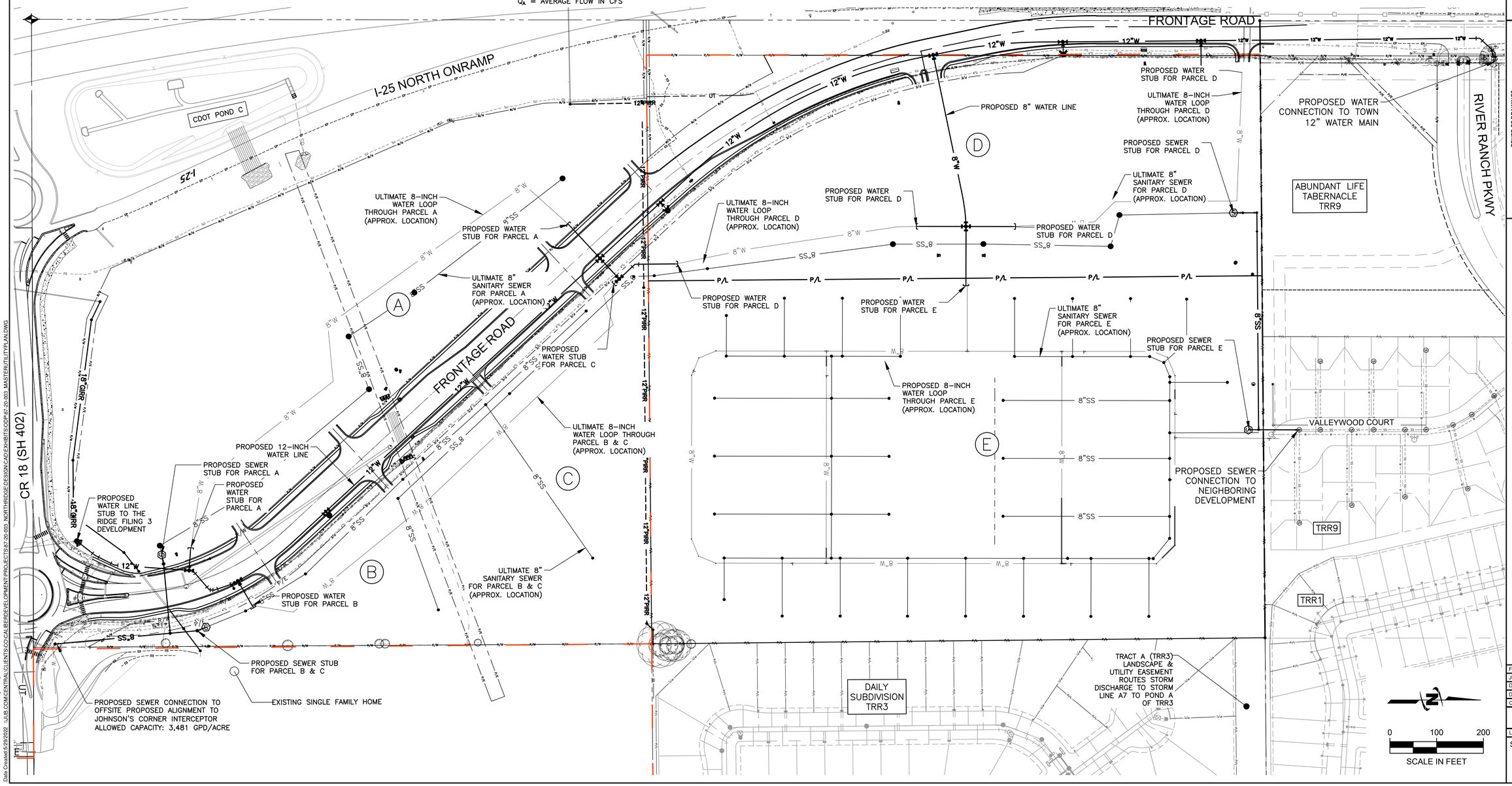
RESIDENTIAL AVERAGE DAY FLOW (ADF) = 150 GPCD (450 GPD/SFE)

COMMERCIAL AVERAGE DAY FLOW (ADF) = 1,700 GPD/ACRE

FIRE FLOW AVAILABILITY = 3,000 GPM FOR 3 HOURS

MAXIMUM DAY FLOW (MDF) = 2 x ADF

PEAK HOUR FLOW = 1.5 x MDF



Item #3.

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4745 Boardwalk Drive
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Phone: 970.377.3602
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NO.	DESCRIPTION	BY	APVD	DATE

REVISION

NORTH RIDGE DEVELOPEMNT JOHNSTOWN

NORTH RIDGE MASTER UTILITY PLAN AMENDMENT 01

FILE : 87-20-003_MASTERUTILITYPLAN
JUB PROJ. # : 87-20-003
DRAWN BY: ALM
DESIGN BY: ALM
CHECKED BY:
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 1/24/2023

SHEET NUMBER:
ODP-04

Plot Date:1/24/2023 4:59 PM Plotted By: Philip Moltke
Date Created:5/23/2022 \\JUB.COM\CENTRAL\CLIENTS\CO\CALIBER\DEVELOPMENT\PROJECTS\87-20-003_NORTHRIDGE\DESIGN\CAD\EXHIBITS\ODP\87-20-003_MASTERUTILITYPLAN.DWG

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Ordinance 2023-239 Approving the Rieder Farm Annexation

ATTACHMENTS: 1. Ordinance 2023-239

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Countil held a public hearing on January 18, 2023, and approved Ordinance No. 2023-0239 on first reading. Approval of this agenda item will be the final approval of the Ordinance and cause the property to be annexed into the Town of Johnstown, as requested by the owner.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2023-239 Approving the Rieder Farm Annexation.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-239

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, NOW DEFINED AND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 40.899 ACRES MORE OR LESS, AND KNOWN AS THE RIEDER FARM ANNEXATION

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

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

WHEREAS, by Resolution No. 2022-47, the Town Council found a petition for annexation of certain property situated in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Rieder Farm Annexation," to be in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, after notice pursuant to C.R.S. § 31-12-108, on January 18, 2023, the Town Council held a public hearing on the proposed annexation to determine if the annexation complies with C.R.S. §§ 31-12-104 and 105; and

WHEREAS, the Town Council has determined that the requirements of C.R.S. §§ 31-12-104 and 105 have been met, that an election is not required and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. The annexation of certain unincorporated property situated in in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. That the annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January 2024.

Section 3. That, within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
B. File two certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 18 day of January, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT A

PROPERTY

LEGAL DESCRIPTION:

A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

NOW DEFINED AND DESCRIBED AS:

LOT B, RECORDED EXEMPTION NO 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Ordinance 2023-240 Approving H-A Zoning for the Rieder Farm Annexation

ATTACHMENTS: 1. Ordinance 2023-0240

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Countil held a public hearing on January 18, 2023, and approved Ordinance No. 2023-240 on first reading. Approval of this item will finalize H-A zoning for the Rieder Farm Annexation.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2023-240 Approving H-A Zoning for the Rieder Farm Annexation.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-240

APPROVAL OF H-A ZONING OF THE PROPERTY KNOWN AS THE RIEDER FARM ANNEXATION, LOCATED IN A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, NOW DEFINED AND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 40.899 ACRES MORE OR LESS

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

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

WHEREAS, the Town Council approved annexation of certain property situated in a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, now defined and described as Lot B, Recorded Exemption No. 1059-5-4-RE 1592, Recorded September 29, 1997 at Reception No. 2571299, County of Weld, State of Colorado, consisting of approximately 40.899 acres more or less, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Rieder Farm Annexation ("Property"); and

WHEREAS, the property owners applied for Holding-Agricultural ("H-A") zoning of the Property in conjunction with annexation; and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days; and

WHEREAS, the Town's Planning and Zoning Commission held a hearing and recommended approval of H-A zoning for the Property; and

WHEREAS, on January 18, 2023, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested zoning of the Property to H-A conforms to the Town's Comprehensive Plan.

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

1. Zoning Approval. Zoning of the Property known as the Rieder Farm Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Holding-Agricultural.

2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 18 day of January, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk

By: Gary Lebsack
Gary Lebsack, Mayor

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

EXHIBIT A

PROPERTY

LEGAL DESCRIPTION:

A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

NOW DEFINED AND DESCRIBED AS:

LOT B, RECORDED EXEMPTION NO 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Rieder Farm Annexation Agreement

ACTION PROPOSED: Consider the Rieder Farm Annexation Agreement

ATTACHMENTS: 1. Rieder Farm Annexation Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

A petition for the Rieder Farm Annexation, requesting annexation and H-A zoning were submitted to the Town in October of 2022. This property comprises approximately 40.899 acres of land, located west of Parish Ave (Weld County Road 17), north of North 2nd Street.

Along with the 2nd reading of the Annexation Ordinance, the Council is asked to consider the attached Agreement, which is based on the Town's standard template. (Attachment 1.)

Exhibit B of the agreement provides a deed of dedication, to be executed upon approval, that dedicates additional right of way along Parish Avenue, allowing public use of that right of way prior to future subdivision and development, as needed.

LEGAL ADVICE:
Agreement was prepared by the Town Attorney.

FINANCIAL ADVICE:
NA

RECOMMENDED ACTION:
Approve the Annexation Agreement for the Rieder Farm Annexation.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN
ANNEXATION AGREEMENT
THE RIEDER FARM ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between PLATTE LAND & WATER, LLC, a Delaware limited liability company ("Owner"), and the TOWN OF JOHNSTOWN, a home-rule municipality of the State of Colorado ("Town").

WITNESSETH:

WHEREAS, Owner desires to annex real property into the Town, situated in the North Half of the Southeast Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 40.899 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Owner executed a Petition for Annexation, dated October 27, 2022, a copy of which is on file with the Town Clerk; and

WHEREAS, Owner has prepared a zoning map identifying and illustrating its request for Holding Agriculture (H-A) zoning, which would allow the Property to continue in its current state of agricultural uses until future development, at which time a change of zone will be required; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this Agreement regarding annexation of the Property to the Town and other related matters as set forth herein; and

WHEREAS, Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions and other regulations of the Town, as amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, is directly related to and generated by the anticipated subsequent development within the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ***Incorporation of Recitals.*** The parties confirm and incorporate the foregoing recitals into this Agreement.

2. ***Purpose.*** The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Johnstown Municipal Code, the Town's development regulations and the Town's

Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, §§31-12-101, *et seq*., C.R.S. (the "Act").

3. ***Owner.*** As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors or assigns of Owner. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. All such parties shall be subject to the terms of this Agreement as if they were the original parties thereto.

4. ***Further Acts.*** Owner agrees to execute promptly upon request of the Town any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of the Town.

5. ***Annexation Documents.*** Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, maps, and reports determined by the Town to be necessary to accomplish the annexation.

6. ***Zoning and Land Use.*** The parties recognize that, in the future, it is the intent and desire of Owner to develop the Property in a manner generally consistent with the surrounding zoning and land uses. Until that time, Owner seeks to zone the Property Holding-Agricultural (H-A). Owner shall take all action necessary to permit zoning by the Town of the annexed Property within the time prescribed by state statute.

7. ***Non-Conforming Use.*** The Town agrees to allow existing non-conforming agricultural use, if any, to continue until such time as the Property is platted, but not at a greater level than at its current level of activity and use. The current level of activity is generally characterized as follows: irrigated crop farming of approximately 40.899 acres.

8. ***Water Rights Dedication.*** Owner owns one (1) share in the Consolidated Hillsborough Ditch Company, evidenced by Certificate No. 957 ("Water Share"). Owner shall dedicate the Water Share to the Town within one hundred twenty (120) days following the mutual execution of this Agreement, unless the Town provides written consent to an extension of time to dedicate such Water Share. Owner may continue to use the Water Share on the Property for agricultural uses. Owner shall not, unless otherwise subsequently agreed in writing, be entitled to use the Water Share for development purposes nor shall Owner be entitled to use the Water Share for any purpose outside the boundaries of the Town, unless the Town provides written consent to such use. Owner agrees that it has not sold or transferred any water rights appurtenant to the Property within the past year nor will it do so during the pendency of this annexation proceeding and, once annexed to the Town, will not sell or transfer any water rights without the prior written approval of the Town.

9. ***Municipal Services.*** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of

the Town. Except as otherwise agreed by the Town, Owner shall bear the cost of the delivery of such services.

10. ***Public Improvements.*** Owner agrees to design and construct all required public improvements to Town standards at Owner's expense. Owner shall provide financial guarantees for construction of all required improvements as set forth in each phase or filing of the development and dedicate to the Town any or all of the improvements required by Town ordinances or as otherwise agreed. The public improvements and financial guarantees shall be set forth in a development agreement for each filing between the Town and Owner. All overhead utility lines shall be undergrounded.

11. ***Roadway Dedication.*** Within thirty (30) days of the effective date of the annexation of the Property, Owner shall dedicate approximately sixty (60) feet of land adjacent to Parish Avenue/Weld County Road 17 to the Town for right of way by deed of dedication in the form set forth on Exhibit B attached hereto and incorporated herein by this reference, which deed of dedication also includes a legal description of the property subject to the right of way dedication. If required by the Town, at its discretion, Owner shall dedicate additional rights of way to support development of the Property at no cost to the Town, which shall be set forth in a subsequent agreement between the Town and Owner.

12. ***Land Dedication.*** The dedication of parks and open space, public easements for utilities, rights-of-way for streets and other public ways and dedications for other public purposes shall be by general warranty deed (to include, except for public easements, any mineral interest owned by Owner at the time of annexation; provided, however, the general warranty of title or any other warranties of title shall not apply to such mineral interest) or another appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur when required by the Town. The Town and Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

13. ***Water and Waste Water Utilities.*** Owner agrees to construct all on-site and required off-site water and waste water mains and appurtenances to Town standards at Owner's expense as may be required by development of the Property. The Town and Owner hereby agree to cooperate in good faith with respect to 1) determining reasonable oversizing requirements; 2) locating and securing approvals for installation of utility mains and appurtenances within public rights-of-way; and 3) facilitating installation of off-site infrastructure if the Town and Owner determine that such installation is necessary in connection with orderly development of the Property.

14. ***Drainage.*** A drainage study of the entire annexation territory shall be provided by Owner to the Town no later than the date of Owner's filing of a preliminary plat with the Town. Improvements shall be made as required by the Town. Historical irrigation and drainage patterns shall be maintained on the property to the extent feasible including no change in the quality, quantity or point of discharge, except to the extent approved by the Town.

15. ***Limitation on Fee Impositions by the Town.*** Owner agrees that the Property shall be subject to development fees similar to those that are imposed on other comparable developments in the Town. Owner acknowledges that the Town has adopted, among other fees, impact fees that will apply to this development.

16. ***Conformity with Laws.*** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, without limitation, ordinances, resolutions, and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets, and flood control.

17. ***Disconnection.*** No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement other than that provided by applicable state laws. In the event the Property or any portion thereof is disconnected at Owner's request, the Town shall have no obligation to serve the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

18. ***Special Districts.*** Within thirty (30) days after written request by the Town, Owner shall apply for inclusion of the Property within one or more special districts serving the Town and petition to exclude the Property from another special district. All costs, expenses, attorney fees and judgments for exclusion of the property from any special district shall be borne by Owner. Within thirty (30) days after written request by the Town, Owner shall be required to pay sums due owing from the Town to the Little Thompson Water District, if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009.

19. ***Future Cooperation.*** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

20. ***No Joint Venture or Partnership/No Assumption of Liability.*** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner or between the Town and any one or more of the individual owners that may exist and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise or an agency relationship. Except as specifically otherwise provided in this Agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

21. ***Failure to Annex.*** This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

22. ***No Warranties by the Town.*** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Council, to comply with this Agreement. Because certain of the provisions of this Agreement may involve areas of legal

uncertainty or be subject to subsequent revisions to the law, the Town does not intend to provide any warranty.

23. ***Breach.***

(a) *Breach by Owner*. In the event of a default or breach by Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

(I) The refusal to issue any development permit, building permit or certificate of occupancy. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property; and/or

(IV) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period Owner may cure the breach described in said notice and prevent further action by the Town.

(b) *Breach by Town*. In the event of a breach by Town, Owner will have the right to seek all remedies provided by law.

24. ***Attorney's Fees.*** If Owner breaches this Agreement, Owner shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement. Should litigation occur by suit of a third party, Owner shall reimburse the Town for the Town's attorney's fees, court costs, and witness fees. Rather than require the Town to defend an action brought by a third party alleging that the Property is not subject to annexation or that the technical requirements of the Act were not met, Owner may withdraw the Petition for Annexation. In addition thereto, in the event that any person, corporation, special district, municipal or county government or any other entity asserts a claim against the Town, its officials, or employees pursuant to the provisions of the Act, Owner agrees to reimburse the Town all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful; provided, however, that nothing herein shall be interpreted as permitting Owner to act or participate in any manner whatsoever in the defense of such claims, including, but not limited to, selection of legal counsel or settlement of claims. Owner acknowledges and understands that the Town may, in its sole discretion, voluntarily elect not to defend against such an action and may consent to and permit the entry by the court of an order voiding the annexation or reach another means of settlement of claims. In such an event, Owner shall also reimburse to the Town any costs or attorney's fees assessed against the Town by the court, if any.

25. ***Assignment, Sale or Transfer.*** Within ten (10) days after an assignment of this Agreement or a sale or transfer of the Property or any portion thereof, Owner shall provide written notice to the Town of the name, address, telephone number and related contact information of the assignee and/or new owner of the Property. Unless otherwise agreed by the Town, the Owner's obligations under this Agreement shall not be diminished or reduced by virtue of an assignment or sale.

26. ***Town Police Powers.*** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

27. ***Performance Standards (Design Guidelines).*** If required by the Town, the Town and Owner shall jointly develop and agree to adopt performance standards addressing design considerations, including architectural, site planning, landscaping, streetscape, and sign elements for land uses within the Property. The performance standards shall be applied to all development projects within the Property. The performance standards shall not supersede any uniform code of the Town such as the Uniform Building Code, Uniform Fire Code, or any other like code which is applicable to all properties located within the Town.

29. ***Notice.*** All notices required under this Agreement shall be in writing and shall be: (a) hand-delivered; or (b) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (c) sent by electronic mail return receipt requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice to be given, may change the address to which future notices shall be sent.

Notice to Town:	Town of Johnstown Attn: Town Manager 450 S. Parish Avenue P. O. Box 609 Johnstown, CO 80534 Email: mlecerf@johnstownco.gov
Notice to Owner:	Platte Land & Water Attn: Tim Walsh 210 University Boulevard, Suite 710 Denver, CO 80206 E-mail: tim@platteassets.com

30. ***Voluntary Annexation; Election.*** Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to § 31-12-112, C.R.S., to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns one hundred percent (100%) of the Property, excluding

public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein.

31. ***Cost Reimbursement to Town.*** Owner shall reimburse the Town for professional consultants such as engineers, testing companies, planners, and attorneys necessitated by processing and completion of this development.

32. ***No Third Party Rights.*** This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. ***Governing Law.*** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the County of Weld, State of Colorado.

34. ***Headings.*** The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. ***No Repeal of Laws.*** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

36. ***Amendments to Law.*** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinances, resolution, regulations, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the parties agree such amendments or revision shall be binding upon Owner.

37. ***No Vested Rights.*** No vested rights shall accrue to Owner by virtue of annexation of the Property or this Agreement.

38. ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of all heirs, transferees, successors and assigns hereof, and shall constitute covenants running with the land. In addition to the foregoing and to the extent excluded therefrom, this Agreement shall be binding upon all developers of the Property or any part thereof. This Agreement shall be recorded the office of the Weld County Clerk and Recorder, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

39. ***Entire Agreement.*** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this

Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties related to the subject matter herein.

40. ***Amendment.*** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded in the office of the Weld County Clerk and Recorder, shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the Property and/or an interest in water rights referenced in this Agreement.

41. ***Severability.*** The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

(*Remainder of page intentionally left blank*.)

TOWN OF JOHNSTOWN, COLORADO,

ATTEST: **A MUNICIPAL CORPORATION**

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

PLATTE LAND & WATER, LLC
Delaware limited liability company

By: _____
Name: Tim Walsh
Title: President

STATE OF ~~COLORADO~~ ILLINOIS)
)ss.
COUNTY OF LAKE)

SUBSCRIBED AND SWORN to before me this 23 day of JANUARY, 2023, by Tim Walsh, as the President of Platte Land & Water, LLC.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: MAY 5, 2025

"OFFICIAL SEAL"
KEVIN L. WEGNER
Notary Public, State Of Illinois
My Commission Expires 05/05/2025
Commission No. 855032

EXHIBIT A

PROPERTY

LEGAL DESCRIPTION:

A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

NOW DEFINED AND DESCRIBED AS:

LOT B, RECORDED EXEMPTION NO 1059-5-4-RE 1592, RECORDED SEPTEMBER 29, 1997 AT RECEPTION NO. 2571299, COUNTY OF WELD, STATE OF COLORADO

EXHIBIT B

DEED OF DEDICATION FOR RIGHT OF WAY
(Parish Avenue)

KNOW ALL BY THESE PRESENTS, that Platte Land & Water, LLC, a Delaware limited liability company ("Grantor"), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby dedicate, grant, transfer and convey to the Town of Johnstown, Colorado, a Colorado home rule municipality ("Grantee"), and Grantee does hereby accept on behalf of the public, for use as a public right-of-way for street, road and utility purposes, on, over, across, under, along, and within, the real property located in Weld County, State of Colorado, as described on Exhibit 1 attached hereto and incorporated herein by this reference, containing a legal description and a depiction of the real property, with all appurtenances (the "Property").

TO HAVE AND TO HOLD the above described dedicated, granted, transferred and conveyed Property unto said Grantee, its successors and assigns forever.

Grantor warrants and covenants to Grantee that Grantor is the lawful owner of the Property, has good sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has the right and authority to dedicate, grant and convey said Property as set forth herein, and that the Property is free from all encumbrances and restrictions of any kind, except general taxes for the current or subsequent years. Grantor, its successors and assigns, shall warrant and forever defend the Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

Acceptance of this conveyance by the Grantee shall not impose upon the Grantee any obligation for the opening, widening, installation, improvement or maintenance of the Property.

IN WITNESS WHEREOF, the parties have executed this document this ___day of _____, 2023.

GRANTOR: Platte Land & Water, LLC
Name: _____
Title: _____

STATE OF)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___, by _____ as the _____ of Platte Land & Water, LLC.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

ACCEPTANCE

The Town of Johnstown, Colorado, hereby accepts the above Deed of Dedication for Right of Way for municipal purposes as defined herein.

Dated this _____ day of_____, 2023.

TOWN OF JOHNSTOWN, COLORADO
a Colorado municipality

By: _____
Matthew LeCerf, Town Manager

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT 1

Legal Description

EXHIBIT 1

Legal Description

The East 60.00 feet of Lot B, Recorded Exemption No: 1059-5-4-RE 1592, Recorded September 29, 1997, at Reception No. 2571299, County of Weld, State of Colorado, being a portion of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado; being more particularly described as follows:

Considering the East line of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado as bearing N 01°14'10" W, with all bearings herein relative thereto.

BEGIN at Point of Beginning-1 at the Southeast Corner of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, said point also being the Southeast corner of Lot B, Recorded Exemption No: 1059-5-4-RE 1592, Recorded September 29, 1997, at Reception No. 2571299, County of Weld, State of Colorado;
thence N 89°00'17" W for a distance of 60.05 feet along the South line of said North 1/2 and the south line of said Lot B;
thence N 01°14'10" W for a distance of 965.18 feet along a line that is 60.00 feet west of, and parallel with, the East line of said North 1/2 to the South line of Lot A, said Recorded Exemption No: 1059-5-4-RE 1592;
thence N 88°37'56" E for a distance of 60.00 feet along said South line to the aforesaid East line of said North 1/2;
thence S 01°14'10" E for a distance of 967.65 feet along said East line to the Point of Beginning-1.

AND

COMMENCE at the Southeast Corner of the North 1/2 of the Southeast 1/4 of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, said point also being the Southeast corner of Lot B, Recorded Exemption No: 1059-5-4-RE 1592, Recorded September 29, 1997, at Reception No. 2571299, County of Weld, State of Colorado;
thence N 01°14'10" W for a distance of 1310.12 feet along the East line of said Southeast 1/4 to the East 1/4 Corner of said Section 5, said point also being the Northeast corner of aforesaid Lot B, and the POINT OF BEGINNING-2;
thence N 88°59'03" W for a distance of 60.05 feet along the North line of said Southeast 1/4 and the North line of said Lot B;
thence S 01°14'10" E for a distance of 155.21 feet along a line that is 60.00 feet west of, and parallel with, the East line of said Southeast 1/4 to the North line of Lot A, said Recorded Exemption No: 1059-5-4-RE 1592;
thence N 88°38'11" E for a distance of 60.00 feet along said North line to the aforesaid East line of said Southeast 1/4;
thence N 01°14'10" W for a distance of 152.71 feet along said East line to the Point of Beginning-2.

Containing 1.543 acres, more or less, and being subject to easements or rights of way of record.

Town of Johnstown
List of Bills - January 4, 2023 - January 25, 2023

Vendor	Description	Dept.	Amount
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
8th Judicial District Attorney	Supplies	PD	52.08
Ace Hardware	Supplies	PW	1,762.67
Aclara Technologies LLC	Utility software	PW	6,892.00
Adamson Police Products	Uniforms	PD	710.98
Advanced Roofing Technologies	Building maintenance	PW	240.84
All Copy Products, Inc	Copier supplies	PD	193.15
A-One Chipseal	Road maintenance	PW	7,784.53
Aqua Backflow, Inc.	Backflows	PW	60.00
Arrowhead Scientific Inc.	Lab supplies	PD	175.45
Axon Enterprises, Inc.	Supplies	PD	4,812.31
BearCom	Equipment	PD	165.00
Bell Gould Linder & Scott, P.C.	Legal services	ADM	1,787.50
BHA Design Incorporated	Design standards	PW	2,165.00
Big Thompson Ditch & Mfg Co.	Water assessments	PW	9,206.25
Bludot Technologies Inc.	CRM	ADM	195.00
BlueWater Engineering Ltd	Water treatment plant expansion	PW	25,075.28
Brightly Software Inc	Software	PW	11,289.80
Browns Hill Engineering & Controls	SCADA	PW	3,249.83
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	PW	143,022.41
Card Services	Training/travel/supplies	ALL	11,027.28
Carrot-Top Industries	Supplies	PW	188.15
CDR Propane Services, LLC	Propane	PW	4,995.50
Central Square Technologies, LLC	Software subscription	ADM	11,571.00
Central Weld County Water District	Interconnects	PW	586.00
CenturyLink	Phone/internet	PW	1,124.15
Christensen Ranch	Business license refund	ADM	50.00
Cintas	Mat supplies/service	ALL	736.23
Cirsa	Insurance	ALL	425,016.79
City of Fort Collins	Lab testing	PW	7,740.00
CMS Mechanical Services	Building maintenance	PW	345.00
Colorado Analytical Labs	Lab testing	PW	483.00
Colorado Communications & Utility Allian	Dues	ADM	1,191.00
Colorado Greenbelt Management	Snow removal	PW	2,100.00
Colorado Paving Inc	Charlotte Street project	PW	327,263.57
Colorado Politics	Dues	ADM	189.00
Colorado Rural Water Assoc	Dues	PW	125.00
Connell Resources, Inc.	North Interceptor & Parish paving	PW	1,635,587.18
Consolidated Hillsborough Ditch Co	Water legal	PW	18,268.69
Consolidated Home Supply Ditch &	Water legal	PW	470.00
Core & Main	Water meters	PW	5,880.80
Denali Water Solutions LLC	Sludge removal	PW	1,574.08
Denyse Companies	Refund Johnstown use tax	ADM	505.50
Ditesco LLC	Little Thompson Trail project	PW	1,301.88
DPC Industries Inc	Chemicals	PW	6,732.36
Ed Cor	CPR training	PD	160.00
Employee Reimbursements	Training	ADM	279.00
Elite Printing Group, LLC	Supplies	ADM	165.00
Entenmann-Rovin Co.	Supplies	PD	141.75
Ergomed	Employment screening	ADM	1,049.00

Vendor	Description	Dept.	Amount
eScreen Inc	Employment screening	ADM	150.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	36,388.75
Ferguson Waterworks	Supplies	PW	229.43
Firestone Complete Auto Care	Vehicle repair	PD	159.98
First Armored Services LLC	Equipment	PW	3,640.66
First Class Security Systems	Fire system monitoring	PW	128.80
Fort Collins Area Chamber of Commerce	Sponsorship-Nurse Well Being Conference	ADM	1,000.00
Front Range Fire Protection	Fire system monitoring	PW	495.00
Frontier Business Products	Printer maintenance	ADM	539.83
Galls LLC	Uniforms	PD	189.94
General Air Service & Supply	Supplies	PW	60.16
Grainger, Inc.	Supplies	PW	1,186.66
Great Western Railway of CO	Crossing agreement	PW	2,205.00
Greeley Area Chamber Foundation	Training	ADM	900.00
Greeley Electric Repair Inc.	Equipment maintenance	PW	1,420.18
Greeley Monument Works Inc	Engraving	ADM	200.00
Hays Market Inc	Supplies	PW	90.92
Hill & Robbins, PC	Legal services	ADM	2,773.00
IMEG Corp	Engineering services	ADM/PW	48,339.50
IMEG Corp	Billback -Engineering services	ADM	35,540.00
Infosend, Inc.	Utility bill printing/newsletter	ADM	3,899.88
Insight North America, LLC	Investment services	ADM	3,006.72
Intellichoice, Inc	Software	ADM/PD	48,790.62
Intermountain Sales of Denver, Inc.	Trailer	PW	48,592.16
International Assoc for Property & Evidence	Dues	PD	65.00
ION Developer LLC	Refund permit fees	ADM	213.73
J&D Creations	Uniforms	PD	111.72
J&S Contractors Supply Co.	Supplies	PW	60.91
John E Reid & Assoc Inc	Training	PD	630.00
Johnstown Breeze	Legal notices	ADM	1,469.60
Johnstown Historical Society, Ltd	Storm windows	ADM	3,998.03
J-U-B Engineers, Inc.	Billback - Engineering services	ADM	871.40
J-U-B Engineers, Inc.	Engineering services	ADM/PW	4,577.10
JWO Engineering	Traffic signal Carlson/SH60	PW	17,308.00
Kangaroo Express of Longmont, Inc	Lab testing	PW	385.00
Kenyon P. Jordan, Ph.D.	Prehire evaluation	PD	550.00
Kenz & Leslie Distributing	Supplies	PD/PW	808.45
Kinsco, LLC	Uniforms	PD	869.92
Kissinger & Fellman P.C.	Legal services	ADM	1,271.00
Language Line Services Inc.	Translation service	PD	23.92
Larimer Co Clerk & Recorder	Recording deposit/fees	ADM	600.00
Larimer County Sales Tax Administrator	Use tax - reimbursement	ADM	72,515.89
Law Office of Avi Rocklin LLC	Legal services	ADM	6,592.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	6,882.00
Lawson Products Inc	Supplies	PW	62.72
Lazar, Michael	Municipal Court Judge	ADM	945.00
Ledge Rock Center LLC	Refund surety deposit	ADM	1,357,174.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Mac Equipment, Inc	Supplies	PW	9,667.40
Mares Auto Inc.	Vehicle repairs	PW	203.27
Martin Marietta Materials	Water line break repair	PW	2,579.00
McDonald Farms Enterprises Inc	Equipment maintenance	PW	2,999.50

Vendor	Description	Dept.	Amount
MGS Incorporated	Supplies	PW	1,034.73
Milliken Johnstown Electric	Equipment maintenance	PW	1,623.75
Moltz Construction Inc.	Low Point expansion	PW	1,456,077.22
Motorola Solutions, Inc.	Radios	PD	56,077.81
Mountain States Pipe & Supply	Water meters	PW	2,678.25
Multistudio, Inc	Land use code	ADM	26,656.00
Napa Auto Parts, Inc	Vehicle supplies	PW/PD	15,472.22
North Front Range Water Quality	Dues	PW	3,150.00
Office Depot Business Credit	Supplies	ADM	248.90
Otak	Little Thompson Trail	PW	4,021.50
Pipestone Equipment	Pipeline	PW	86,356.20
Pitney Bowes Bank Inc Purchase Power	Postage supplies	ADM	537.74
Polco	Community survey	ADM	21,150.00
Police Technical	Training	PD	375.00
Poudre Valley REA	Utilities	ALL	13,148.56
Process Engineered Water Equipment	Infrastructure maintenance	PW	10,875.00
Ramey Environmental Compliance Inc.	OCR services	PW	19,375.50
Rental Equipment Center - Fort Collins	Christmas lights	PW	2,309.88
Rhinehart Oil Co., Inc.	Fuel	PW	6,167.87
S & D Tools	Supplies	PW	2,202.76
SAFEBuilt LLC	Inspection services	ADM	25,000.00
Sam's Club MC/SYNCB	Supplies	ALL	810.75
Sanderson Stewart	Colorado Blvd project	PW	38,454.00
SavATree	Charlotte Street project	PW	1,425.00
Security Central, Inc	Fire safety	PW	248.34
Silver State Consulting Group LLC	Training	PD	750.00
SMH West, LLC	South water tank	PW	372,337.56
Steelock General Fence Contractor	Gate repair	PD	450.00
Street Cop Training	Training	PD	249.00
Striglos	Software	ADM	149.50
Summit Data Protection LLC	IT backup	ALL	4,230.00
Survival Armor	Supplies	PD	957.06
Tait & Associates, Inc.	Charlotte Street project	PW	6,777.50
TDS	Phones/internet	ALL	2,759.81
TechMedia, LLC	Supplies	ADM	2,132.92
Terracon Consultants, Inc.	Charlotte Street project	PW	2,280.00
The Mejorando Group	Training	PW	5,035.27
Timber Line Electric & Control Corp	Equipment maintenance	PW	757.75
TimberLAN	IT services	ALL	2,000.00
United Power, Inc	Utilities	ALL	760.15
United States Plastic Corp	Supplies	PW	7.22
USA Bluebook	Supplies	PW	3,158.06
Utility Notification Center of Colorado	Locates	PW	949.00
VCA Fort Collins Animal Hospital	K9 medical services	PD	64.92
Verizon Wireless	Cell phones	ALL	4,097.13
Wagner Equipment Co.	Supplies	PW	40.42
Waste Connections of Colorado Inc.	Trash services	ALL	81,575.03
Weld County Chiefs of Police Association	Dues	PD	75.00
Weld County Dept of Public Health	Lab services	PW	650.50
Weld County Public Safety IT	Professional services	PD	146.50
Williams Farm Trust	Easement	PW	42,749.00
Windstream	Phone services	ADM	1,311.79

Vendor	Description	Dept.	Amount
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	112.50
Work Zone Traffic Control LLC	Road closure	PW	1,455.00
Workplace Partners	Cubicles	ADM	9,746.39
Xcel Energy	Utilities	ALL	72,653.18
Xtra Air LLC	Infrastructure maintenance	PW	8,000.00
YMCA of Northern Colorado	Operating subsidies	ADM	166,666.64
Yost Cleaning	Monthly cleaning service	PW	3,362.66
			7,014,648.93

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: February 06, 2023

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

Upcoming Town Council Meetings & 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):

- 02/06/2023 – Regular Council Meeting
- 02/22/2023 – Regular Council Meeting

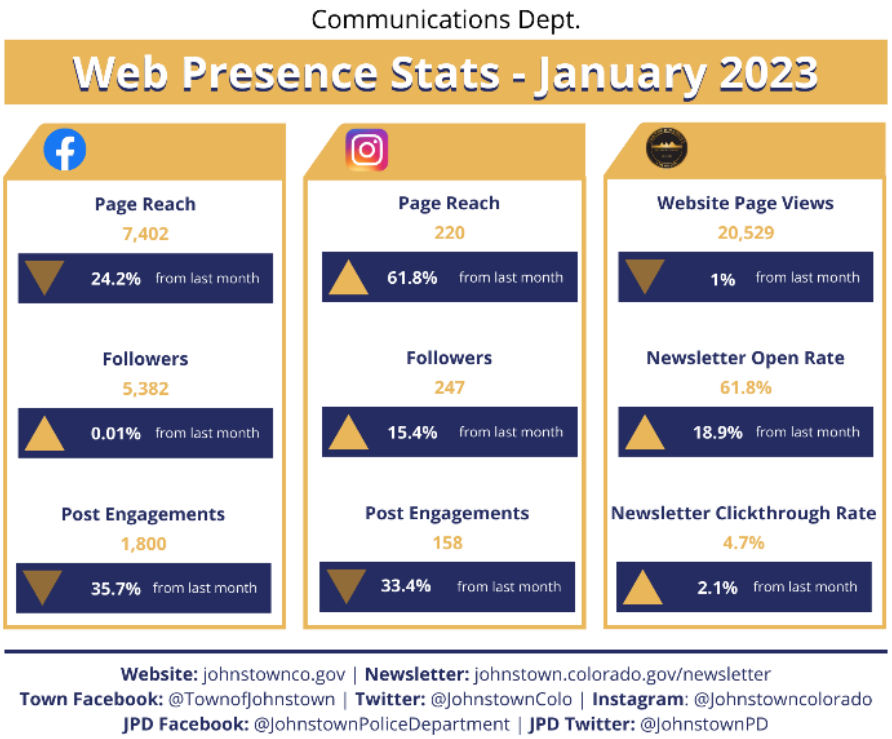
Administration, Finance, Planning, & Human Resources

- *Town Manager Report* – Moving forward, the Town Manager's Report will be included in Town Council packets only once per month on the first meeting of the month. A verbal report may still be applicable and provided as necessary during the second meeting of the month.
- *Outdoor Pool RFP* – Based on a request by residents, the Town has issued an exploratory Request for Proposal (RFP) for an Outdoor Pool Financial Feasibility Study. As part of the study, we are asking for residents to participate in the exploratory committee who will help guide this process in terms of the facility they would like to see based on the financial study outcomes.
- *Land Use Code* – A Public Working Draft has been posted to the Town's website and sent to Council, the Steering Committee, and the Planning & Zoning Commission for

review of the solutions presented to implement the ideas and concepts within the Johnstown Area Comprehensive Plan. A Council Work Session was held on January 30. Once a final draft is prepared to incorporate revisions, public hearings will be scheduled.

- *Strategic Planning* – Work is continuing on the development of the strategic plan. The next internal meeting for Staff has been scheduled for the middle of February.
- *Community Survey* – The community survey closed on January 3, 2023. The Town received a total of 427 responses, with 240 of those being paper responses and 187 being web responses. We expect to receive the final results of the survey from Polco in the next couple of weeks.
- *Water Conservation* – Staff attended a meeting with Northern Colorado Water to discuss the potential for collaborative messaging on water conservation with NCW and other municipalities moving forward.
- *Climate Smart Future Ready* – Staff attended a Built Environment Work Session organized by Larimer County to participate in this community-wide planning effort.
- *Planning & Zoning Commission* – The Planning and Zoning Commission (PZC) held hearings on January 25, with a February 15 meeting planned for next month. Jim Hatfield was sworn in as an acting commissioner. PZC is also reviewing the draft Land Use & Development codes and providing feedback to Town Staff.
- *Municipal Court* – 111 cases were processed in Municipal Court for January of 2023. The RFP for a relief judge closed and Staff will begin processing responses received.
- *Business Licenses*- A second notice to businesses who have not renewed for a 2023 business license has been sent out.
- *Liquor Licensing* – TA Operating LLC dba Petro Shopping Centers has submitted a Fermented Malt Beverage Off-premises liquor license renewal; Mini Mart Inc dba Loaf 'N Jug #750012 has also submitted a renewal request for a Fermented Malt Beverage Off-premises license. BD of Colorado LLC dba Bad Daddy's Burger Bar has submitted a Hotel & Restaurant Liquor License renewal. Notice has been sent to all Fermented Malt Beverage Off-premises license holders of the upcoming license class change *to Fermented Malt Beverage and Wine Retailer Liquor License*. This change will automatically happen on March 1, 2023 as a result of the November 8, 2022 election amendment to Articles 3 and 4 of Title 44 in the Colorado Revised Statues, and no action is needed from the license holders or Council. Hayes Market has submitted an application for a modification of premises in preparation of that license change.
- *Hiring* – The Town is currently searching for a Planner I, Planner II, Building Permit Technician, Water Treatment Superintendent, Wastewater Treatment Superintendent, and Police Officers.
- *508 Compliance and Website Accessibility* – The Comms Office has begun working on 508 website compliance and Town digital environment compliance. Having a website that is 508 compliant and that follows WCAG Guidelines 2.0 is important for the Town of Johnstown because it provides more equal access to information and promotes transparency. 508 compliance for the Town's digital environments is an ongoing commitment to information transparency and the below graphic will express the Town's

ongoing effort towards compliance and, eventually, towards maintenance of an accessible digital environment.



- *Town Communication Tools* – As a reminder, the Town has a number of communications tools in its toolbox including social media, a newsletter, email communications, and website. Each tool is important for delivering Town information to residents, businesses, and visitors in a timely and impactful manner. Residents are always encouraged to bookmark the Town's website as this space hosts the largest amount of information online about the Town. Residents are also encouraged to sign up for the Town's various informational email topics and check their mailbox monthly for the Town newsletter and other information.

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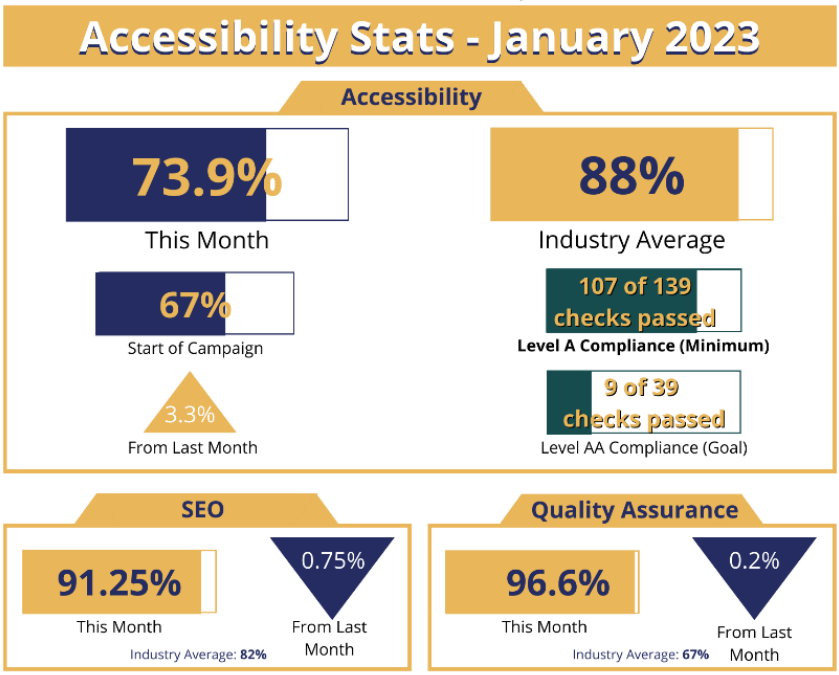
Communications Dept.



Police Department

Training:

- *Internet Investigations Training* – Detective Grounds, Detective Sergeant Slocum, Christy Adair, and Commander Oglesby attended a two day course called "The Internet-Investigations and Intelligence," put on by the National Domestic Communications Assistance Center and the FBI.
- *Traffic Accident Investigations* – Officer Dion Wild attended the weeklong Level 1 accident investigator school.
- *DUI Intoxilizer training* – Officer Soricelli attended the I-9000 EBAT Operator certification course. He is now certified to use the I-9000 Intoxilizer for evidentiary breath tests.

Community Policing, Outreach & Miscellaneous Items:

- *Life Saving Response* – Officer Hewell was dispatched to a fentanyl overdose where the victim was unconscious and not breathing. Officer Hewell performed CPR until a pulse was regained, saving the victims life! Officer Hewell is a new officer two months out of the police academy.

Public Works

- Crews completed 32 work orders this review period consisting of filling potholes, road sign repair, remove holiday decorations, snow and ice removal, and a variety of other street related work.

- *Charlotte Street Improvements* – Work continues on the north side of the roadway installing sidewalk and driveways. The Contractor is waiting for Xcel gas to hire a contractor for installation of the gas line. Below is the two week look ahead:

  January 23 - February 4, 2023 (All work is on north side of roadway):
  - Excavate for sidewalk/ADA ramps
  - Install storm pipe
  - Import Class 5 Road Base for sidewalk
  - Form and prep sidewalks
  - Form and prep storm inlets
  - Pour sidewalk
  - Place storm manholes

- *Traffic Signal Design for Carlson Blvd and State Highway 60* – Town Staff has bid the project on January 11, 2023. The bid opening is scheduled for 2:00 PM on February 2 at Town Hall. The traffic signal poles are on order.
- *State Highway Feasibility Study* – Town Staff met with CDOT to discuss the report on January 20. CDOT had a few comments and suggestions and will be issuing final comments to address in the report before approval. The main suggestion was to add that a future transit would be completed to see if SH 60 needed to address future transit needs. It was agreed that that study would not be needed before Johnstown reached a population of at least 50,000.
- *Little Thompson River Trail* – The project was delayed due to harsh weather and will commence the week of January 30.
- *Letford Elementary School Site* – (no change) Hazardous removal inside the buildings is complete and Staff met with the contractor on January 3 to go over the building demolition plan and schedule.
- *Colorado Boulevard Design* – Design of ultimate improvements to Colorado Blvd. by Purvis and Corbet Glen continues to progress. Water and sewer design issues have been worked out with the Utilities Department.

Utilities

- *Treatment*
  - WTP:
    - Average Daily Flows: 1.22 MGD
    - Took the north ground storage tank at the water treatment plant offline and had it inspected. Staff will utilize the report to develop a plan to repair the tank. If you will recall, 2 years ago we had similar issues with the older south ground storage tank.
    - Improving coordination with C&D crews on water system flushing and repairs that require the WTP to be notified.
  - Low Point WWTP:
    - Parts to repair the solids handling equipment is scheduled to arrive next week.
    - Staff called in a Contractor to liquid haul the basins weekly to maintain operations until repairs are complete on the solids handling equipment.
  - Central WWTP:
    - One blower repaired and parts ordered for the two blowers on Pond 2.
    - Plastic media for treatment arrived to replenish the Moving Bed Biofilm Reactor (MBBR) basins.
- *Utilities Sewer Collection & Water Distribution*
  - Locates: 239 curb stops & 5800 ft of water and sewer main lines
  - Inspections: 29
  - Meters: 14 replacements & 33 new installs
  - Repaired leaking valve at the Pressure Reduction Valve (PRV) in Rolling Hills
  - Assisted with main line location research at Main Line research using the new vacuum trailer out at Water Treatment Plant and Front Range Fire Rescue

- Broken 8” clay sewer repair on Parish Ct.

- *GIS*
  - Created Lead & Copper layer based on year-built data to identify unknown service materials for Colorado Department of Public Health and Environment Revised Lead and Copper Rule. There are approximately 700 properties that will require identification of the type of service line used to service the property.
  - Assisted with Highway Users Tax Fund (HUTF) mapping for Public Works.
  - Wrapping up mapping using Larimer Emergency Telephone Authority (LETA) aerial imagery in Larimer County to map sewer and stormwater manholes.
  - Checking into new Weld County aerial imagery to map Weld County sewer and stormwater manholes.

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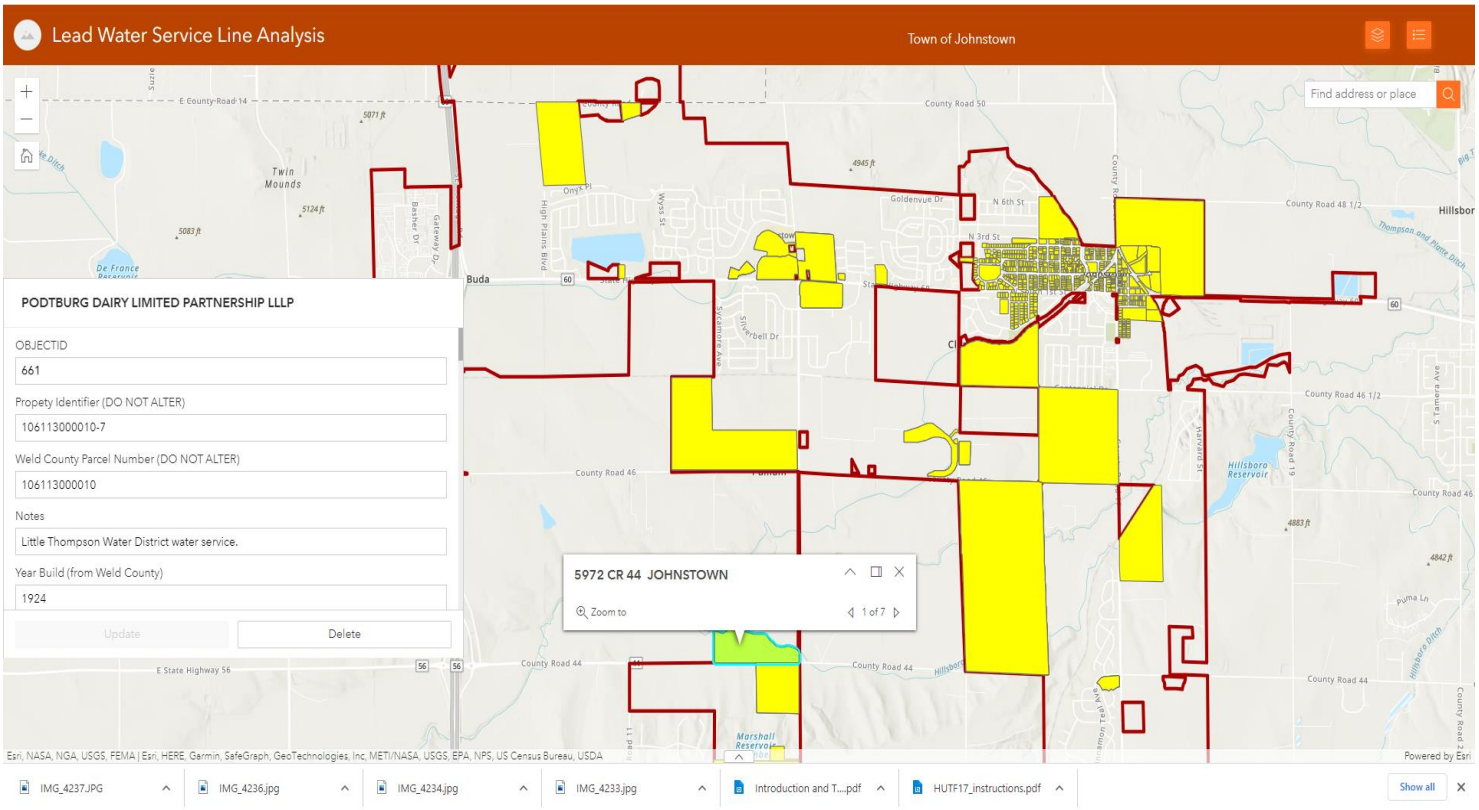
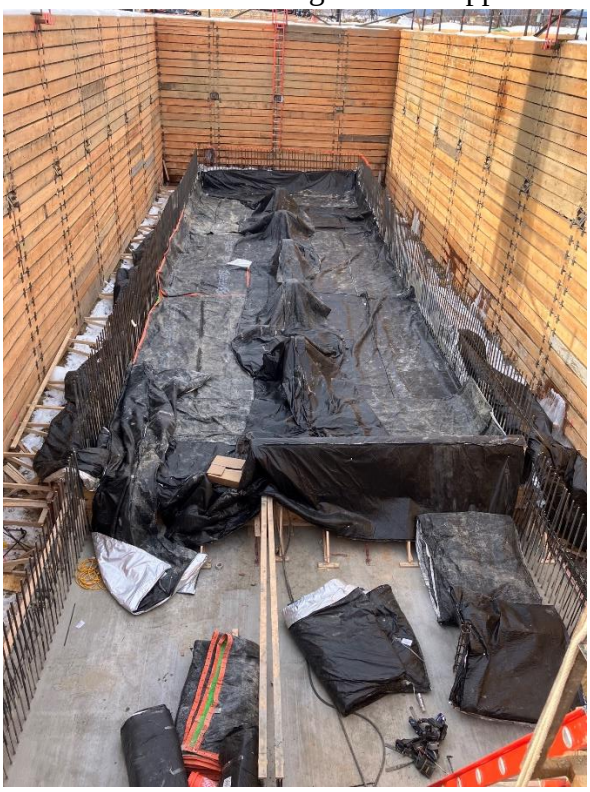


- *Capital Projects*
  - *Raw Water Transmission* – Town Staff and the design engineer held a workshop to discuss alignment options. The design engineer will continue to work with Town Staff to set the final alignment from Lone Tree to the Water Treatment Plant. The Town is also working with the Hillsborough Ditch Company on the location of the new pump station.
  - *South Water Tank* – The tank contractor is continuing to work on the interior piping, electrical, and civil site work. The painting crews will likely need to come back in the spring to finish. Town Staff is coordinating with United Power to install the electrical service for the Tank.
  - *South Water Tank Distribution Pipeline* – The contractor is working on installing mainline along WCR 13. The Hillsborough bores are complete. The contractor has been delayed due to the weather in January, but we will continue to work together as the project is nearing completion.
  - *Water Treatment Plant Expansion* – Town Staff, the design engineer, and the owner's representative have met and reviewed the membrane proposals. Town Staff will start contract negotiations with the selected firm and intend to have a Professional Services agreement in the coming weeks. The selected CMAR firm is planned to be on board in early February.

- *Central Interceptor Phase 2* – Town Staff intends to issue notice of substantial completion in early February. The contractor will complete demolishing the Clearview lift station and force main as weather permits.
- *North Interceptor* – The contractor has completed pouring the floor slab for the lift station wet well. In addition, the contractor will begin installing main line from the central wastewater treatment plant to the west. Town Staff continues to coordinate critical easements and crossing agreement with the Hillsborough Ditch Company and property owners. The railroad crossing has been approved.
- 
- *Low Point Sewer Expansion* – The contractor continues installing equipment in the Membrane Bioreactor (MBR) building as it arrives on site as well as coating the interior walls. The new headworks building is progressing right behind the MBR building as trades complete their work the MBR building.

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- *Central Plant Design* – The Design Engineer has submitted the 90% construction plans. Town Staff, the design engineer and the CMAR will work on value engineering as the design progresses and look at developing the Final GMP based on the 90% plans. Town Staff has obtained all adjacent easement for the construction of a new outfall pipe.
- *State Highway 60 Waterline* – The contract for the design services has been awarded to JUB Engineers. Over the next six months Town Staff will work with the design engineer on final alignment and obtaining all necessary easements and agreements.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: **Public Hearing** – New Fermented Malt Beverage Liquor License Application for CF Altitude LLC dba Alta #6332

ACTION PROPOSED: Consider the Liquor License Application

ATTACHMENTS:
1. Application for a new Fermented Malt Beverage License
2. Results of the Liquor License Needs and Desires Petition
3. Report from Police Department
4. Order Granting Fermented Malt Beverage License
5. Vicinity map
6. Preliminary Findings
7. Affidavit of Posting

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION: This item is a public hearing to receive comments regarding the proposed Fermented Malt Beverage liquor license for CF Altitude LLC dba Alta #6332, located at 4810 Larimer Parkway, Johnstown, CO. When approving or denying an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

LEGAL ADVICE:

The Town Attorney has reviewed the documents submitted.

FINANCIAL ADVICE:

The applicant has paid all the applicable fees.

RECOMMENDED ACTION: Consider issuing a Fermented Malt Beverage Liquor License to CF Altitude LLC dba Alta #6332.

SUGGESTED MOTIONS:

For Approval: I move to approve the Fermented Malt Beverage Liquor License for CF Altitude LLC dba Alta #6332 and authorize the Mayor to sign the Order Granting a Fermented Malt Beverage License.

For Denial: I move to deny approval of the Fermented Malt Beverage Liquor License to CF Altitude LLC dba Alta #6332.

Reviewed and Approved for Presentation,

Town Manager

DR 8403 (01/18/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Fermented Malt Beverage License Application

☐ **New License** ☒ **New-Concurrent** ☐ **Transfer of Ownership**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Local license fee $** 1003.75
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *SBG.Colorado.gov/Liquor*

1. Applicant is applying as a/an

☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

☐ Individual ☒ Limited Liability Company ☐ Association or Other

2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation CF Altitude LLC			FEIN 85-3585327
2a. Trade Name of Establishment (DBA) Alta #6332		State Sales Tax No. 94606708-0093	Business Telephone 970-669-2435
3. Address of Premises (specify exact location of premises) 4810 Larimer Parkway			
City Johnstown	County Larimer	State CO	ZIP Code 80534
4. Mailing Address (Number and Street) 8400 E Prentice Avenue, Suite 400	City or Town Greenwood Village	State CO	ZIP Code 80111
5. Email Address compliance@altaconvenience.com			
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date

Section A Nonrefundable Application Fees		**Section B** Fermented Malt Beverage Beer License Fees	
☐ Application Fee for New License	$1,100.00	☐ Retail Fermented Malt Beverage On-Premises (City)	$96.25
☒ Application Fee for New License - w/Concurrent Review	$1,200.00	☐ Retail Fermented Malt Beverage On-Premises (County)	$117.50
☐ Application Fee for Transfer	$1,100.00	☒ Retail Fermented Malt Beverage Off-Premises (City)	$96.25
		☐ Retail Fermented Malt Beverage Off-Premises (County)	$117.50
		☐ Retail Fermented Malt Beverage On/Off-Premises (City)	$96.25
		☐ Retail Fermented Malt Beverage On/Off-Premises (County)	$117.50
		☒ Master File Location Fee ..... $25.00 x 1 To 25.00	
		☐ Master File Background ..... $250.00 x _____ Total _____	

Questions? Visit *SBG.Colorado.gov/Liquor* **for more information**
Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number	Liability Date:	License Issued Through: (Expiration Date)	**Total**
			$

Application Documents Checklist and Worksheet

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information.**

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- ☒ A. Applicant/Licensee identified
- ☒ B. State sales tax license number listed or applied for at time of application
- ☒ C. License type or other transaction identified
- ☒ D. Submit originals to local authority
- ☐ E. Additional information required by the local licensing authority

II. Diagram of the Premises

- ☒ A. No larger than 8 1/2" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☒ D. Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- ☐ A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk
- ☒ B. Lease in the name of the applicant ONLY (matching question #2)
- ☐ C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents – Master file letter

- ☐ A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/*
  Phone: (844) 539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: (720) 292-2722
  Toll Free: (833) 224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans.

V. Sole Proprietor/Husband and Wife Partnership (if applicable) N/A

- ☐ A. Form DR 4679
- ☐ B. Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable) N/A

- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable) N/A

- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- ☒ A. Copy of Articles of Organization
- ☒ B Certificate of Good Standing
- ☒ C. Copy of Operating Agreement (if applicable)
- ☒ D. Certificate of Authorization if foreign LLC (out of state applicants only)

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) been denied an alcohol beverage license?	☐	☒
(b) had an alcohol beverage license suspended or revoked? See attached	☒	☐
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet		
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	☐	☒
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	☐	☒
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	☐	☒
12. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. See attached	☒	☐
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____	☒	☐

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires
Eastbound & Down LLC and Skyline Principal Investors II, LLC	CF Altitude LLc	12/31/42

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.	☐	☒

c. Attach a diagram or designate the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest
None				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

15. Name of Manager(s) for all on premises applicants.

Last Name	First Name	Date of Birth
n/a		

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	☐	☐

17. Tax Information.

	Yes	No
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	☐	☒
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	☐	☒

18. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
CF Altitude Holdings LLC	[redacted]			100
Gregory Shoemaker	[redacted]	10/9/76	Member	0
Richard Spresser	[redacted]	8/30/60	President	0
Monte McGilvray	[redacted]	12/19/70	CFO	0

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
Richard Spresser	Richard Spresser, President	12/27/22

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

Each person required to file DR 8404-I has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

☐ Date of Inspection or Anticipated Date _____

☐ Upon approval of state licensing authority

☐ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County
Signature	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Richard Spresser, President am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of CF Altitude LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number
Richard Spresser		[redacted]
Address		
8400 E Prentice Avenue, Suite 400		
City	State	Zip
Greenwood Village	CO	80111
Home Phone Number	Business/Work Phone Number	
[redacted]	303-693-9331	
Printed name of person signing on behalf of the Applicant/Licensee		
Richard Spresser		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
Richard Spresser		12/27/2022

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Violations - Alcohol - Question 8(b)

Loc #	City	Violation Jurisdiction	Date	Reason	Resolution
6111	Lakewood	State	2/25/2021	Sale to a minor	Paid $500 Fine in-lieu of 3 days suspension with 4 Days abeyance
6111	Lakewood	State	9/14/2021	Sale to a minor	Paid $754.65 in-lieu of 7 days susppension with suspension of 11 Days
6112	Brighton	State	2/27/2021	Sale to a minor	Paid $500 Fine in-lieu of 3 days suspension with 4 Days abeyance
6126	Montrose	State	9/19/2022	Sale to a minor	Paid $500 Fine in-lieu of 3 days suspension with 4 Days abeyance
6316	Grand Junction	State	3/4/2021	Sale to a minor	Paid $500 Fine in-lieu of 3 days suspension with 4 Days abeyance
6146	Delta	State	4/15/2021	Sale to a minor	Paid $500 Fine in-lieu of 3 days suspension with 4 Days abeyance

Attachment to Colorado Fermented Malt Beverage License Application

Loc	Address	City	St	Zip	License #
3301	412 Denver St.	Alamosa	CO	81101	04-01463
3501	3213 Main St	Alamosa	CO	81101	04-01460
5725	725 State Ave.	Alamosa	CO	81101	04-01462
1281	13694 E. Iliff Ave.	Aurora	CO	80014	04-01491
1340	15201 E. Hampden Ave	Aurora	CO	80014	04-01492
6112	1351 E. Bridge Street	Brighton	CO	80601	04-01563
6140	12702 Lowell Blvd	Broomfield	CO	80020	04-01553
6142	122 S Lincoln St	Burlington	CO	80807	04-01543
6122	1228 Royal Gorge Blvd	Canon City	CO	81212	04-01449
6322	420 Royal Gorge Blvd	Canon City	CO	81212	04-01451
6324	2075 Fremont Drive	Canon City	CO	81212	04-01450
6326	3095 E US Highway 50	Canon City	CO	81212	04-01483
6328	1410 Elm Avenue	Canon City	CO	81212	04-01484
6330	1501 Central Avenue	Canon City	CO	81212	04-01452
6104	800 S Wilcox St	Castle Rock	CO	80104	04-01485
6017	7450 S. Colorado Blvd	Centennial	CO	80122	04-01473
5111	2006 E 8th Street	Center	CO	81125	04-01468
6008	5050 Boardwalk Drive	Colorado Springs	CO	80919	04-01518
6009	3945 Palmer Park Blvd	Colorado Springs	CO	80909	04-01516
6101	2105 W, Colorado Ave.	Colorado Springs	CO	80915	04-01515
6113	227 W Filmore St	Colorado Springs	CO	80907	04-01517
6136	2775 Briargate Blvd	Colorado Springs	CO	80920	04-01514
6152	26431 Main Street	Conifer	CO	80433	04-01538
5504	805 Grand Ave	Del Norte	CO	81132	04-01470
6127	1502 Howard St	Delta	CO	81416	04-01475
6146	1430 US 50	Delta	CO	81416	04-01476
6114	2387 W 72nd Ave	Denver	CO	80221	04-01545
6144	1370 S Parker Rd	Denver	CO	80231	04-01564
6115	11399 US Highway 24	Divide	CO	80814	04-01549
6323	921 E Main Street	Florence	CO	81226	04-01472
6329	217 Church Ave	Florence	CO	81226	04-01471
6130	1113 W Drake Rd	Fort Collins	CO	80526	04-01561
6138	382 E Mountain Ave	Fort Collins	CO	80524	04-01560
6145	825 Main St	Fort Morgan	CO	80701	04-01481
6003	5510 S. Highway 85	Fountain	CO	80911	04-01571
6133	123 W Cranston Ave	Fowler	CO	81039	04-01531
6317	555 Raptor Road	Fruita	CO	81521	04-01494
3205	PO Box 295 (4th & Beaubien)	Ft. Garland	CO	81133	04-01556
6318	51171 Highway 6	Glenwood Springs	CO	81601	04-01467
6124	2525 Broadway	Grand Junction	CO	81507	04-01572
6125	2998 North Ave	Grand Junction	CO	81504	04-01521
6151	2896 North Avenue	Grand Junction	CO	81501	04-01527
6311	1904 12th Street	Grand Junction	CO	81501	04-01529
6312	107 Grand Avenue	Grand Junction	CO	81501	04-01528
6315	722 Horizon Drive	Grand Junction	CO	81506	04-01526
6316	2249 Broadway	Grand Junction	CO	81507	04-01525
3850	821 W. Tomichi Ave	Gunnison	CO	81230	04-01557
6120	2630 Colorado Blvd	Idaho Springs	CO	80452	04-01459
5320	320 Spruce St.	La Jara	CO	81140	04-01477
6111	1301 Wadsworth Blvd	Lakewood	CO	80214	04-01562
6121	356 Bent Ave	Las Animas	CO	81054	04-01474

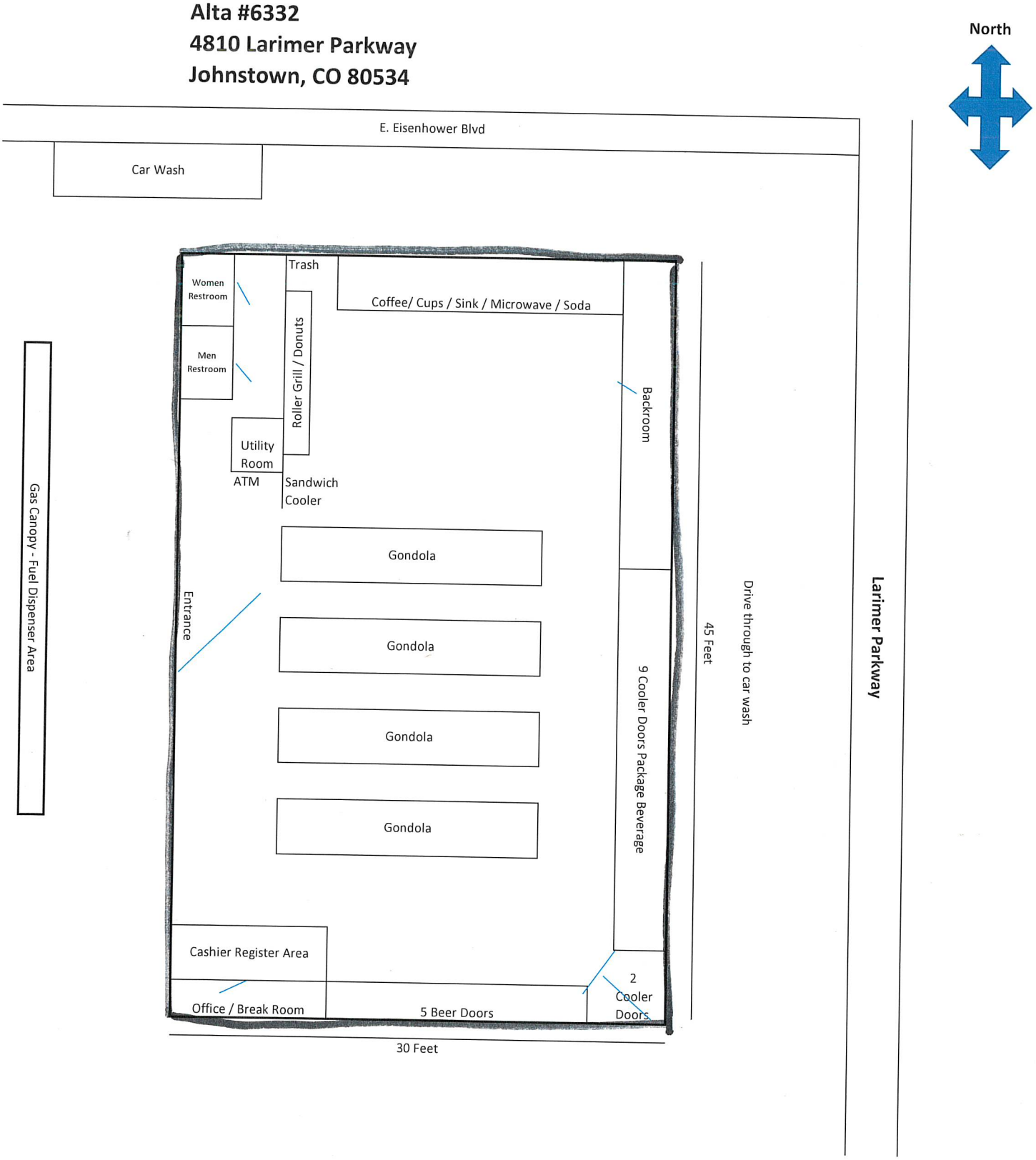
Attachment to Colorado Fermented Malt Beverage License Application

Loc	Address	City	St	Zip	License #
6129	1500 N Main St	Longmont	CO	80501	04-01461
6119	1331 W Eisenhower Blvd	Loveland	CO	80537	04-01465
3401	1331 Grand Ave.	Monte Vista	CO	81144	04-01464
6126	938 S Townsend Ave	Montrose	CO	81401	04-01534
6141	11000 US 50	Poncha Springs	CO	81242	04-01537
3104	725 W. Northern Ave.	Pueblo	CO	81004	04-01498
3106	2801 N. Elizabeth St.	Pueblo	CO	81008	04-01501
3107	1350 E. 4th St.	Pueblo	CO	81001	04-01503
3109	2102 Norwood Ave.	Pueblo	CO	81003	04-01502
3113	723 Pueblo Blvd.	Pueblo	CO	81005	04-01500
6135	3201 Lake Ave	Pueblo	CO	81004	04-01496
6143	2714 Thatcher Ave	Pueblo	CO	81005	04-01499
6256	300 West Northern Ave	Pueblo	CO	81004	04-01497
3405	315 8th St.	Saguache	CO	81149	04-01469
3701	337 W. 1st Street	Salida	CO	81201	04-01478
6150	946 E Rainbow Blvd	Salida	CO	81201	04-01479
6301	310 Rainbow Blvd	Salida	CO	81201	04-01480
6123	9190 Huron St	Thornton	CO	80260	04-01486
6255	305 State St	Trinidad	CO	81082	04-01532
6117	416 US 87	Walsenburg	CO	81089	04-01457
1243	5190 Ward Rd	Wheat Ridge	CO	80033	04-01555
4999	9999 W. 38th Ave.	Wheat Ridge	CO	80033	04-01554
6006	40 N. Highway 67	Woodland Park	CO	80863	04-01466
6106	20421 US 24	Woodland Park	CO	80863	04-01548

Fortress Investment Group LLC 50% up the chain owner of CF Altitude LLC, also has ownerhip in Apro LLC d/b/a United Pacific/My Goods Market which owns 55

Greg Shoemaker is a Member of the Manaement Committee of United Pacific/My Goods Market (55 locations in Colorado) - no financial interests

Alta #6332
4810 Larimer Parkway
Johnstown, CO 80534



COLORADO
Department of Revenue
Specialized Business Group—
Liquor & Tobacco

Physical Address:
1707 Cole Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 17087
Denver, CO 80217-0087
Fax: 303-866-2428

November 22, 2022

CF Altitude, LLC
d/b/a Alta
4643 South Ulster Street, Suite 350
Denver, CO 80237

Re: State Master File for CF Altitude, LLC
Account # 03-14092

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division ("Division") has, at your request, revised the "master file" for the above-listed Licensee.

As of the date of this letter, our master file includes the following items which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

Monte C. McGilvray
Gregory Shoemaker
Richard D. Spresser

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State, which indicates that CF Altitude, LLC, is a limited liability company authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as local authorities will not require you to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Liquor Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

The local authority need not send change of corporate structure information previously reported to the Division, as listed in and approved by this letter.

The only documents which are needed for a new or transfer of ownership application by the Division are:

1. The approved application signed by the local authority;
2. The appropriate fees;
3. A copy of this letter;
4. Proof of possession of the premises;
5. A diagram of the licensed premises;
6. Completed form DR 8442, and an Individual History Record (DR-8404-I) if manager's registration is required.

Sincerely,

Michelle Stone-Principato

Michelle Stone-Principato
Division Director

Alcohol Petitioning Services
P.O. Box 998
Johnstown, CO 80534
(303) 710-3424

January 30, 2023

TO: Town of Johnstown
Liquor Licensing Authority
450 South Parish Avenue
Johnstown, CO 80534

REF: Neighborhood Survey for a New Liquor License

Survey Overview

Survey of the Reasonable Requirements and Desires of the Neighborhood for the following:

New Fermented Malt Beverage Off-Premises License

Applicant:

CF Altitude LLC
dba Alta #6332

Applicant's Proposed Licensed Premises Location:

4810 Larimer Parkway
Johnstown, CO 80534

CF Altitude LLC, dba Alta #6332

Survey Methodology

The circulators were over 21 years old.

Each circulator had a clipboard with the following:

1. A map of the designated area provided by the Town of Johnstown Liquor Licensing Authority describing the boundaries of the defined neighborhood.
2. A petition/signature page where people contacted could indicate their support for each license.
3. A tally sheet to record the results of those who did not sign.

People were shown the petition and verbally told of the new Fermented Malt Beverage Off-Premises Liquor License being applied for, site location, applicant's name.

Each person who signed the petition indicated they were either an owner/manager of a business or resident located within designated area and were 21 years of age or older.

Each signature was freely and voluntarily given without any influence of the circulator.

Survey Circulators and Dates

Circulators conducted the survey on the following dates:

1 Circulator – Tuesday, January 17, 2023
1 Circulator – Thursday, January 19, 2023
2 Circulators – Saturday, January 21, 2023
1 Circulator – Monday, January 23, 2023

CF Altitude LLC, dba Alta #6332

Survey Statistics

Summary of Signatures Obtained

Businesses…… 37
Residences…….. 27
Total 64

Details of Signatures Obtained

	Businesses	Resident	Total
Signatures in Favor - "Yes"	33	22	**55**
Signatures in Opposition – "No"	4	5	**9**
Total	**37**	**27**	**64**

Statistical Analysis of Signatures

In Favor…… 85.9%
In Opposition…….. 14.1%

Details of Opposition*

Reason Opposed	Business	Resident	Total
Enough Liquor Available	3	3	**6**
Do Not Support Local Liquor	0	1	**1**
Against Passed Legislation	1	0	**1**
None Given	0	1	**1**
Total	**4**	**5**	**9**

CF Altitude LLC, dba Alta #6332

Summary of Contact Attempts

	Total	Ratio of Total Attempts
Signatures Obtained	64	26.9%
Not at Home	98	41.2%
Not Willing to Sign	32	13.4%
Business Owner/Manager Not Available	44	18.5%
Total Knocks	**238**	**100.0%**

Summary of Actual People Contacts

Total Contacts	Number	% of Total Contacts
Business	87	60.4%
Residents	57	39.6%
Total	**144**	**100.0%**

Reason for Contacts Not Willing to Sign

Not Interested	15
No Opinion	11
Too Busy	6
Total	**32**

Disqualified Signatures

There were three (3) disqualifying signatures. Three people who filled out the petition did not provide name or signature. All three were from residents, two in favor of the license, and one in opposition.

CF Altitude LLC, dba Alta #6332

Details of Signatures with Disqualifications

	Business	Resident	Total
Signatures in Favor - "Yes"	33	20	**53**
Signatures in Opposition – "No"	4	4	**8**
Total	**37**	**24**	**61**

Statistical Analysis of Signatures with Disqualifications

In Favor…… 86.9%
In Opposition…….. 13.1%

Details of Signatures for Needs and Desires

After considering disqualifying signatures, there were eight (8) signatures in opposition to the liquor license*. In my opinion, six (6) of the oppositions reasonably fit the definition of "needs and desires."

Statistical Analysis For Needs and Desires

	Business	Resident	Total
Signatures in Favor - "Yes"	33	20	**53**
Signatures in Opposition – "No"	3	3	**6**
Total	**36**	**23**	**59**

In Favor…… 89.8%
In Opposition……. 10.2%

CF Altitude LLC, dba Alta #6332

Report Attachments

Included in this report are the following:

1. A copy of the petitions where signatures were obtained in favor or opposition of the Fermented Malt Beverage Off-Premises Liquor License.
2. Affidavits of Circulators for signatures obtained.
3. A map indicating the area where circulators petitioned.

Report Prepared and Submitted by:

_____

Patrick Maroney
President
PS Logistics, LLC
d/b/a Alcohol Petitioning Services

Affidavit of Circulator

I, JAMES LUNN, circulated the attached petition

pertaining to the application of CF Altitude LLC, dba Alta #6332 for licensing by the Local Licensing Authority of the Town of Johnstown, Colorado. The petition was circulated from 1-17-23 to 1-19-23, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.

Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 24th day of January, 20 23. By the person known to me to be James Lunn.

My commission expires:
03-23-2026

Notary Public

PATRICK MARONEY
Notary Public
State of Colorado
Notary ID # 20224011590
My Commission Expires 03-23-2026

APS
ALCOHOL PETITIONING SERVICES

8

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE) RESIDENT OWNER MANAGER
1	1/17/23	Jacque Ashley / Jacque Ashley	4498 Thompson Parkway	70		X	Do not support Liquor / RESIDENT
2	1/17	Joseph A Vilhac / Joseph A Vilhac	Thompson Parkway	75	X		/ RESIDENT
3	1/17/23	Cathy A Smith / Cathy A Smith	4462 Thompson Pkwy	65		✓	Enough liquor available / RESIDENT
4	1/17/23	EC CALLAHAN / EC Callahan	4396 THOMPSON PKWY	78	✓		/ RESIDENT
5	1/17/23	Joni Loffler	4390 Thompson Pkwy	42	✓		/ RESIDENT
6	1/17/23	KEN BUTCHER / Ken Butcher	4349 YARROW LN	80		✓	ENOUGH LIQUOR STORES / RESIDENT
7	1/17/23	MAT TAYLOR / MT	4355 YARROW LN	47		✓	ENOUGH LIQUOR STORES / RESIDENT
8	1/17/23	Tucker Carter / [illegible]	4515 Tarragon Dr	52	✓		/ RESIDENT

Initials: _____

APS
ALCOHOL PETITIONING SERVICES

8

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

1/17/23

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE)
1	1-17-23	Stan Swope	4527 Tarragon Dr	64	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/17/23	Travis Miller	4537 Tarragon Dr	38	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3	1/17/23	John Bourelow	4605 Tarragon Dr	62	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1/17/23	Sherry Watts	4611 Tarragon Dr	57	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5	1/17/23	Brooke Martin	4725 Tarragon Dr	81	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6	1/17/23	Ryley Thill	4801 Tarragon Dr	37	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7	1/17-23	James M Richey	4813 Tarragon Dr	80	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8	1/17/23	Jeff Knox	4825 Tarragon Dr	45	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials:

APS
ALCOHOL PETITIONING SERVICES

8

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	OPPOSE	REASON / (CIRCLE ONE)
8 1	1-17-23	Bonnie Jagmin Bonnie Jagmin	4467 Thompson Pkwy	21+	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1-17-23	Charles L Bolin Charles L Bolin	4461 Thompson Parkway	67	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5 3	1-17-23	Colorado Gun Cleaners Rhonda Seitz	4984 Ronald Reagan Blvd	51	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1-17-23	Jack Seitz	Colorado Gun Cleaners 4984 Ronald Reagan Blvd Johnstown	55	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5	1-17-23	Mary Brown	4388 Ronald Reagan Blvd Johnstown, CO 80534 Blue Mtn. Self Storage	32	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6	1-17-23	Hilbert Bartak	TRC Const. Inc 4650 Venture DR Johnstown, CO	43	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7	1-17-23	Preston Leonard	Lockaway Storage 4560 Venture Dr. Johnstown, CO	61	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8	1-17-23	M. Alicia Rogers	State Farm 4750 Larimer Pkwy	40	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: JL

APS
ALCOHOL PETITIONING SERVICES

5

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	OPPOSE	REASON / (CIRCLE ONE)
1	1-17-23	Sherry Pierce Sherry Pierce	Clear Water Solutions, Inc Larimer Pkwy #101	54	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/17/23	Kay Bertzinger Kay Bertzinger	Bert Salon 4702 Larimer Pkwy 102	40	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3	1/17/23	Tracey Thomas T Thomas	Carrier West 3867 Ronald Reagan Blvd	53	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1/17/23	Shaun Brown [illegible]	Kimbel Mechanical 3607 Ronald Reagan #140	45	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

10

Initials: [illegible]

2 – 18 1 – 7

Item #9.

APS
ALCOHOL PETITIONING SERVICES

2

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	OPPOSE	
1	1/19/23	Rachel Hogeda / Rachel Hogeda	4944 Thompson prkwy / Teriyaki Madness	33	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/19/23	Julian Crawford / [illegible]	4946 Thompson Pkwy, Unit D, / Reducing Shoes	25	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3	1/19/23	Milo Fox / Milo Fox	4936 Thomson Pkwy / Jersey Mikes	23	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1/19/23	Alec Norvell / [illegible]	4932 thompson Pkwy / ATT	28	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5	1/19/23	Brian Johnson / Brian Johnson	4920 Thompson Pkwy / Bonefish Grill	27	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6	1/19/23	Nick Janzen-Rahn / [illegible]	4880 Thompson Pkwy / TREK BICYCLE LOVELAND	37	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7	1/19/23	Brittany Wilson / Brittany Wilson	4880 Thompson Pkwy Suite 114 / Screamin Peach	36	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8	1/19/23	Hunter Hinkle / [illegible]	4870 Larimer parkway Shown in ~~Johnstown~~ CO Williams	28	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: JC

APS
ALCOHOL PETITIONING SERVICES

2

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

1/19/23

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE) RESIDENT OWNER MANAGER
1	1/19/23	Lisa Cameron Lisa Cameron	4890 Larimer Pkwy Bello Haven	48	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/19/22	Joan Adams Joan Adams	Lashand Company 4832 Larimer Pkwy	61	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3	1/19/23	Mike Collins Mike Collins	Clean Eatz 4838 Larimer Pkwy	53		X	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1/19/23	April Morrow [illegible]	Hiroshi Teriyaki grill 4904 Larimer parkway	35	X		REASON: Against passed legislation (CIRCLE ONE) RESIDENT OWNER MANAGER
5	1.19.2023	Cristina Manwell [illegible]	~~5911 Last Pointe Dr~~ ~~4864 Thompson Pkwy~~ ~~Windsor Johnstown~~	38	X		REASON: Cristiana Salon Spa (CIRCLE ONE) RESIDENT OWNER MANAGER
6	1/19/23	Ashley Cooper Ashley Cooper	C3 Real Estate Solutions 4864 Thompson Pkwy	48	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7	1/19/23	Levi Lounsonen [illegible]	Anytime Fitness 4872 Thompson Pkwy	40	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8	1/19/23	Spencer Schmitt Spencer Schmitt	Darry's Pizza 4874 Thompson Pkwy	37	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: [illegible]

APS
Alcohol Petitioning Services

2

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE)
1	1/19/23	Yesenia Ojeda	Visionworks 4918 B Thompson Parkway	33	Y		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/19/23	Harrison Dalton	Bad Daddys Burger Bar 4928 Thompson Pkwy Way	39	Y		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3	1/19/23	Jennifer Lebsack	Qdoba 4791 Thompson Pkwy Way	41	Y		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1.19.23	Samantha Rimbert	Urban Egg 4861 Thompson Pkwy.	34	Y		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5	1.19.23	Paulo C. Moncada	4859 Thompson Parkway Cinco Brothers Barbershop	38	Y		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6	1.19.23	Heather Wurgl	4857 Thompson Pkwy Johnstown, CO	46		X	REASON: Already enough around (CIRCLE ONE) RESIDENT OWNER MANAGER
7	1.19.23	Chelsea Trecost	Northstar Liquor 4919 Thompson Pkwy Johnstown CO 80534	30		X	REASON: direct competition to our business (CIRCLE ONE) RESIDENT OWNER MANAGER
8	1/19	~~Hardy Lobsta~~					REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials:

APS
ALCOHOL PETITIONING SERVICES

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE)
1	1/19/23	Chase Cronic	Pike Enterprises 5245 Ronald Reagan Blvd	32	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/19/2023	Todd Williams	5255 Ronald Reagan Blvd Ste. 229 Johnstown, CO 80534	52		X	REASON: Too many liquor sales in this area. (CIRCLE ONE) RESIDENT OWNER MANAGER
3							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials:

Affidavit of Circulator

I, Stephanie Weigandt, circulated the attached petition pertaining to the application of CF Altitude LLC, dba Alta #6332 for licensing by the Local Licensing Authority of the Town of Johnstown, Colorado. The petition was circulated from 01/23/23 to 01/23/23, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.

Stephanie Weigandt

Signature of Circulator

STATE OF COLORADO)

) ss

COUNTY OF Weld)

Subscribed and sworn to before me this 23rd day of January 2023. By the person known to me to be Stephanie Weigandt.

My commission expires:
03-23-2026

Patrick Maroney

Notary Public

PATRICK MARONEY
Notary Public
State of Colorado
Notary ID # 20224011590
My Commission Expires 03-23-2026

APS
Alcohol Petitioning Services

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE)
1	1/23/23	Liliana Martinez	Vivos 4795 Larimer PKWY Johnstown CO	29	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/23/23	Lisa Gemaehlich	4450 Union Street Suite 201 (Edward Jones) Johtown CO 80534	39	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: _____

Affidavit of Circulator

I, Elizabeth Maroney, circulated the attached petition pertaining to the application of CF Altitude LLC, dba Alta #6332 for licensing by the Local Licensing Authority of the Town of Johnstown, Colorado. The petition was circulated from 1/21/23 to 1/21/23, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.

Elizabeth

Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 21st day of January, 2023. By the person known to me to be Elizabeth Maroney.

My commission expires:
03-23-2026

Patrick

Notary Public

PATRICK MARONEY
Notary Public
State of Colorado
Notary ID # 20224011590
My Commission Expires 03-23-2026

APS
Alcohol Petitioning Services

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE)
1	1-21-23	Scott Turner	4093 Carraway Seed Dr Johnstown	47	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1.21.23	[illegible]	4059 Carraway Seed	59	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3	1/21/23	Robert Balzh Robert Balzh	4047 Carraway Dr	48	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4	1/21/23	[illegible]	4350 SHEARS CRESS DR	60	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5	1/21/23	Nicole Cassidy Nicole Cassidy	4430 Ronald Reagan blvd unit 223	33	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6	1/21/23	Chase B	4430 Ronald Reagan blvd 117	23		X	REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7	1/21/23	Katelin Montoya [illegible]	4430 Ronald Reagan Blvd Apt 3220	27	X		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: EM

Affidavit of Circulator

I, Travis Bell, circulated the attached petition

pertaining to the application of CF Altitude LLC, dba Alta #6332 for licensing by the Local Licensing Authority of the Town of Johnstown, Colorado. The petition was circulated from

1/21/22 1:30 am to 1/21/22 2:30 pm, and only within the defined neighborhood

boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.

Signature of Circulator

STATE OF COLORADO)

) ss

COUNTY OF Weld)

Subscribed and sworn to before me this 21st day of January, 2023. By the person known to me to be Travis Bell.

My commission expires:
03-23-2026

Notary Public

PATRICK MARONEY
Notary Public
State of Colorado
Notary ID # 20224011590
My Commission Expires 03-23-2026

APS
ALCOHOL PETITIONING SERVICES

APPLICANT: CF Altitude LLC, dba Alta #6332
APPLICATION TYPE: Fermented Malt Beverage - Off Premises Liquor License (City)
LOCATION: 4810 Larimer Parkway, Johnstown, CO 80534

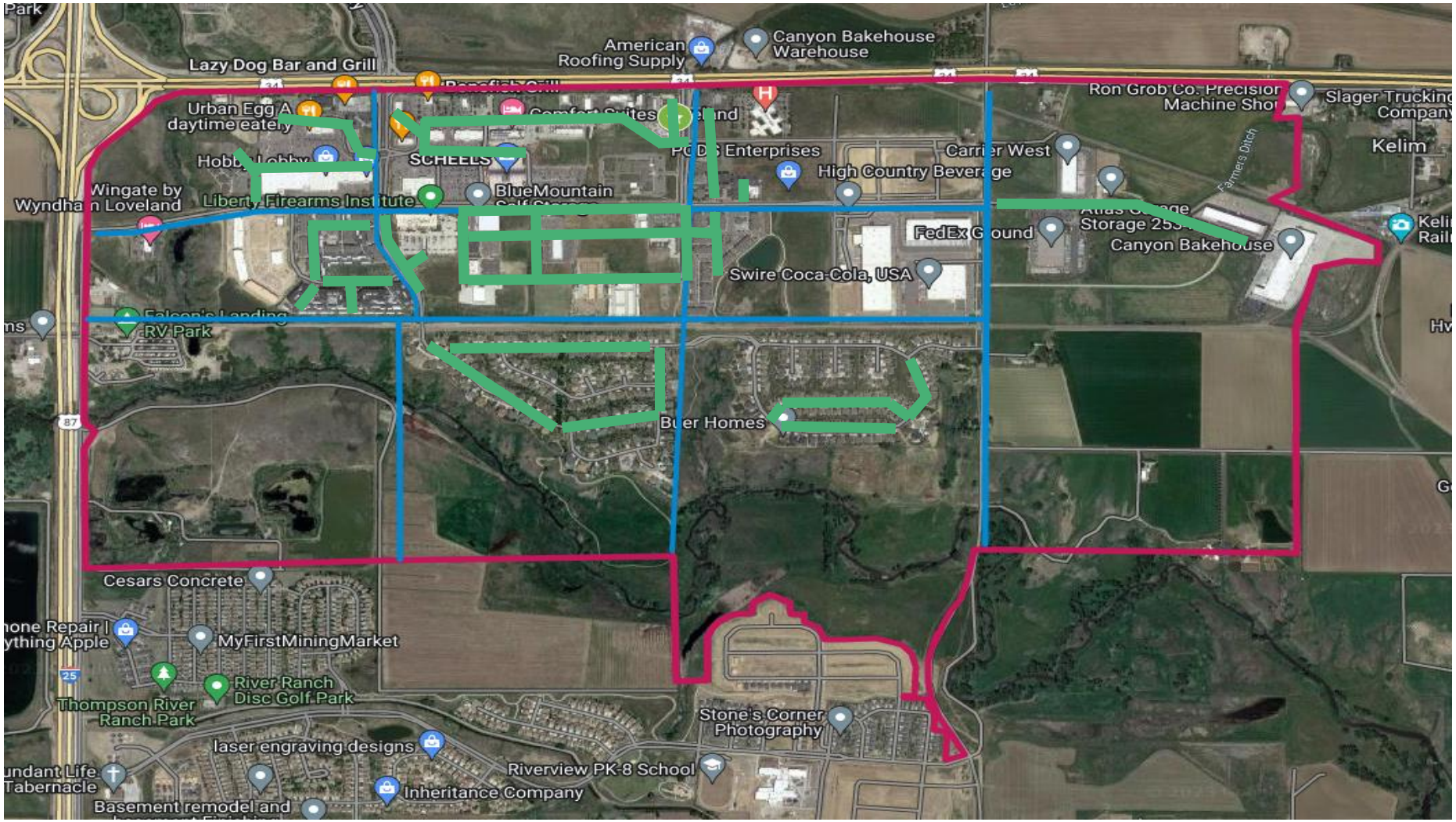
PUBLIC HEARING BEFORE THE AUTHORITY:
DATE & TIME: February 6, 2023 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME (IF APPLICABLE) / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE	REASON / (CIRCLE ONE)
9 1	1/21/22	Landy Tyndie	4132 Carroway Seed Dr, Johnstown, CO	38	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
2	1/22/21	John R [illegible] / James Solano	4176 Carroway Seed Dr Johnstown	59	✓		REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
3							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
4							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
5							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
6							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
7							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER
8							REASON: (CIRCLE ONE) RESIDENT OWNER MANAGER

Initials: TB

CF Altitude LLC DBA Alta #6332 – 4810 Larimer Parkway, Johnstown, CO 80534



Town of Johnstown

TOWN COUNCIL HEARING DATE: February 6, 2023

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information 3.2% Beer or Liquor Application

Name and address of Applicant} CF Altitude LLC
8400 E Prentice Avenue Suite 400
Greenwood Village CO 80111

Sh

1. Trade Name and Address} Alta #6332
4810 Larimer Parkway
Johnstown, CO 80534

2. Date of Application: December 28, 2022

3. Type of Application: Fermented Malt Beverage Off-Premise License
4. Documents Accompanying Application
   A. Local and State License Fees} Submitted with application
   B. Evidence of Correct Zoning} Submitted with application
   C. Building Plans and or Sketch of Interior} N/A
   D. Distance from School as per State} N/A
   E. Deed or Lease or Assignment of Lease or Ownership} Lease

5. Evidence of Public Notice
   A. Posting of Premises} Posted at least ten days prior to hearing
6. Legal Publication } Johnstown Breeze published January 26, 2023
7. Investigation: Police Department Case#}
   A. Applicant has made application for a new Fermented Malt Beverage Off-Premise License.
   B. Background Investigation: – CBI and FBI have processed the background investigation
   There is nothing in the background that would prohibit issuance of the liquor license

8. Findings of fact:
   A. The required fees were submitted.
   B. It is my recommendation the Fermented Malt Beverage Off-Premise License be approved.

CHIEF OF POLICE

1/24/23
DATE

TOWN OF JOHNSTOWN **LIQUOR LICENSING AUTHORITY** 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664 **IN THE MATTER OF:** **CF ALTITUDE, LLC** 4810 Larimer Parkway, Johnstown, CO 80534	Δ AUTHORITY USE ONLY Δ

ORDER GRANTING FERMENTED MALT BEVERAGE LIQUOR LICENSE TO CF ALTITUDE, LLC

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority ("Authority") on the Application of CF Altitude, LLC, a Delaware limited liability company ("Applicant"), for a Fermented Malt Beverage Liquor License dated December 27, 2022, for a premises located at 4810 Larimer Parkway, Johnstown, Colorado 80534 ("Application").

The Authority, having conducted a public hearing on February 6, 2023, after due notice, reviewed the Application and considered the evidence adduced by Town staff's investigation and the evidence presented by the Applicant and parties in interest, as the term is defined in C.R.S. §44-3-311(5)(b), including but not limited to the petition circulated by the Applicant, hereby FINDS AS FOLLOWS:

1. The appropriate fees were paid;

2. The Applicant is entitled to possession of the premises where the liquor license is to be exercised;

3. The Applicant is of good moral character and entitled to hold the liquor license;

4. The location of the premises complies with the zoning requirements; and

5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the liquor license.

Based on the foregoing, the Authority hereby ORDERS that CF Altitude, LLC's application for a Fermented Malt Beverage Liquor License is GRANTED.

Done and dated this ___ day of February, 2023.

BY THE AUTHORITY:

_____
Gary Lebsack
Mayor, Town of Johnstown
Chairperson, Liquor Licensing Authority

ATTEST:

_____
Hannah Hill, Town Clerk

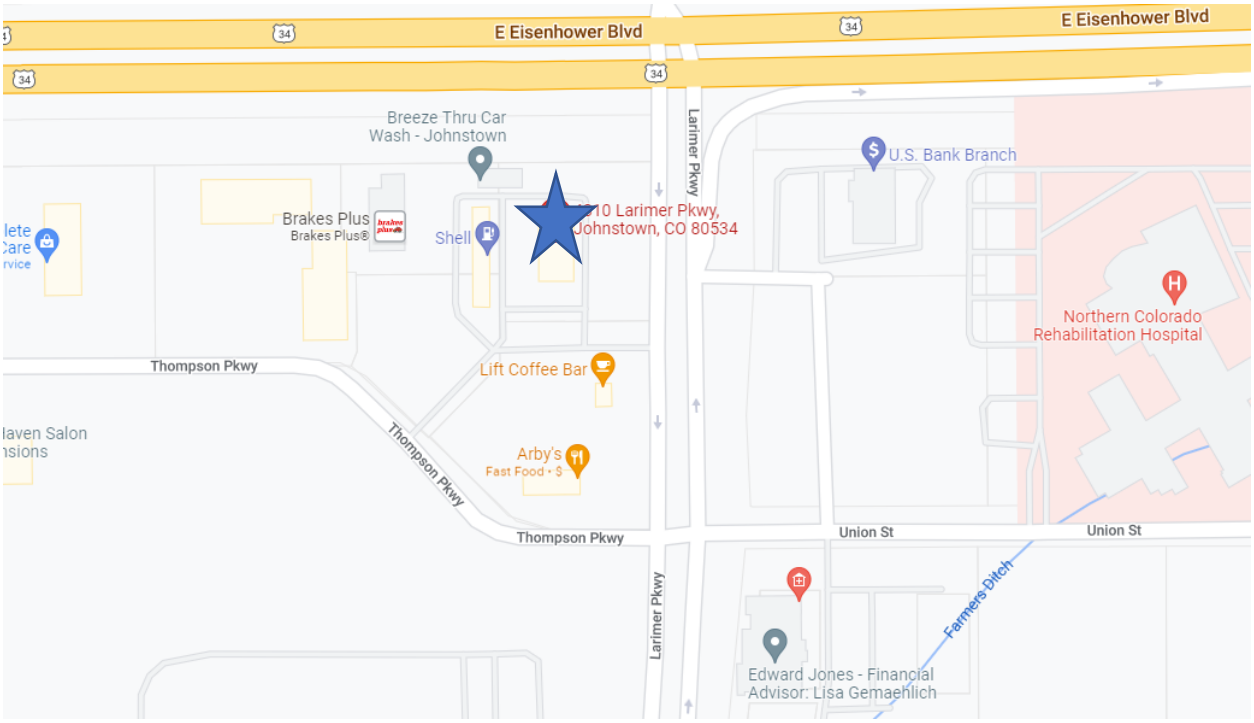
CERTIFICATE OF SERVICE

I hereby certify that on this ___ day of _____, 2023, a true and correct copy of the foregoing Order was sent by certified mail to:

CF Altitude, LLC
8400 E Prentice Ave, Suite 400
Greenwood Village, CO 80111

_____
Hannah Hill

4810 Larimer Parkway



TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY, JOHNSTOWN, COLORADO
JANUARY 30, 2023
PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A NEW FERMENTED MALT BEVERAGE OFF-PREMISES LIQUOR LICENSE FOR CF ALTITUDE LLC DBA ALTA #6332 LOCATED AT 4810 LARIMER PARKWAY

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;

Pursuant to Colorado Revised Statues Section 44-3-312, as amended, you are hereby advised that with regard to your application for a Fermented Malt Beverage Off-Premises Liquor License, a preliminary investigation has been made, and based on the results thereof the following has been determined:

1) The application was filed on December 28, 2022

2) The Notice of Public Hearing on this matter was or will be published in the Johnstown Breeze on January 26, 2023. The applicant shall or has posted for 10 consecutive days the notice of public hearing beginning no later than January 26, 2023. Both postings and publishing were within the manner prescribed by state law.

3) That it appears from the application materials submitted that the applicant is/will be entitled to possession of the premises where the license is proposed to be exercised.

4) A criminal history background investigation was conducted and approved.

5) Selling/Serving alcohol beverages in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.

7) A public hearing on the application will be held February 6, 2023 at 7:00 pm. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.

8) At the public hearing pursuant to C.R.S Section 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory

9) The building where you propose to exercise the privilege of selling liquor is not within 500 feet from either public or parochial school

You are also advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations. These can be found at Colorado.gov/enforcement/liquor

Please feel free to contact me directly at 970-578-9600 if you have any questions that I can help to answer.

SEAL

Hannah Hill
Hannah Hill
Town Clerk, Town of Johnstown

Town of Johnstown

AFFIDAVIT OF POSTING

Date of posting: 1-3-23

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, Toni NARANJO posted a Notice of Public Hearing poster on the premises at 4810 LARIMER PKWY Johnstown CO on the above date, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **February 6, 2023** on an application for a Fermented Malt Beverage Liquor License to dispense malt, vinous and spirituous beverages by the drink for consumption on the premises, at the Johnstown Town Council Meeting at 450 S. Parish Ave.

A photograph of the Notice as posted on the premises is attached.

Toni NARANJO

Printed Name and Title of Person Posting

Toni Naranjo

Signature of person posting

STATE OF COLORADO)
COUNTY OF WELD) SS
TOWN OF JOHNSTOWN)

Subscribed and sworn before me by Toni Naranjo this 3 day of January, 2023.

SEAL RACHEL BLAZEK
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20174022691
My Commission Expires 8/31/2026

Rachel Blazek Notary Signature

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Resolution 2023-06 regarding Finding Substantial Compliance for Initiating the Archdiocese Annexations No. 1 & 2 (Case# ANX22-0003)

ATTACHMENTS:
1. Resolution 2023-06
2. Vicinity Map
3. Annexation Petition
4. Annexation Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

An annexation petition and application materials were received by the Town to annex approximately 82.6 acres in Weld County, located south of Weld County Road 46 ½ and west of Weld County Road 19. These materials have been reviewed for completeness and eligibility per C.R.S. 31-12-104 and 105, and have been found by Town Staff and the Town Attorney to be in substantial compliance and eligible for annexation.

Review referrals were emailed to the county and neighboring municipalities with initial submittal. State-required referral packets will be sent to the Weld County BOCC and Attorney and applicable special districts prior to hearings on the annexation ordinance.

This resolution sets the hearing date for this annexation request for March 20, 2023.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2023-06 finding substantial compliance for initiating the Archdiocese Annexations No. 1 & 2 and setting a public hearing date.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-06

A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE FOR INITIATING ANNEXATION PROCEEDINGS AND SETTING A PUBLIC HEARING DATE FOR THE ARCHDIOCESE ANNEXATION NO. 1 AND ARCHDIOCESE ANNEXATION NO. 2

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

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

WHEREAS, the Archdiocese of Denver, a Colorado corporation sole, submitted a Petition for Annexation; and

WHEREAS, the Town Council has reviewed the Petition for Annexation, and, finding substantial compliance as set forth below, desires to initiate annexation proceedings in accordance with the law and set a public hearing.

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

Section 1. The Town Council of the Town of Johnstown finds that a Petition for Annexation of certain property situated in the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 41.06 acres more or less, and in the Northeast Quarter of the Northeast Quarter of Section 16, and a Portion of the Northwest Quarter of the Northwest Quarter of Section 15, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 41.53 acres more or less, filed with the Town Clerk on or about July 27, 2023, to be known respectively as "Archdiocese Annexation No. 1 and Archdiocese Annexation No. 2," is in substantial compliance with §31-12-107(1), and that a public hearing should be held to determine if the proposed annexation complies with §§31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility pursuant to §31-12-101, *et seq.*, C.R.S.

Section 2. The Town Council hereby sets a public hearing for such purposes on March 20, 2023, at 7:00 p.m., at 450 South Parish Avenue, Johnstown, Colorado.

Section 3. The Town Clerk shall publish notice of the hearing once per week for four (4) consecutive weeks in the *Johnstown Breeze*, with the first publication at least thirty (30) days prior to the date of the hearing. The Town Clerk shall also send a copy of the published notice, together with a copy of this Resolution and the Petition for Annexation, by registered mail to the Weld County Board of County Commissioners and to the Weld County Attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the date fixed for such hearing.

Section 4. This Resolution shall be effective on the date hereof.

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

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____
Hannah Hill, Town Clerk Gary Lebsack, Mayor

PETITION FOR ANNEXATION
To the Town of Johnstown
(Weld County)

The undersigned, in accordance with Article 12, Chapter 31, CRS, as amended, hereby petition the Town Council of the Town of Johnstown, Colorado, for annexation to the Town of Johnstown the unincorporated territory more particularly described below, currently known as **WELD COUNTY PARCEL NO. 105916100039**, and in support of said Petition, your petitioners allege that:

(1) It is desirable and necessary that the following described territory be annexed to the Town of Johnstown, Colorado:

See Exhibit A attached hereto and made a part hereof.

(2) Not less than one-sixth (1/6) of the perimeter of that area proposed to be annexed is contiguous with the Town of Johnstown, Colorado.

(3) A community of interest exists between the territory proposed to be annexed and the Town of Johnstown, Colorado.

(4) The territory proposed to be annexed is urban or will be urbanized in the near future;

(5) The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Johnstown, Colorado;

(6) The signatures of the Petition comprise one hundred percent (100%) of the landowners of the territory to be included in the area proposed to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election;

(7) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way;

(b) Comprising twenty (20) acres or more and which, together with the building and improvements situated thereon has an assessed value in excess of Two Hundred Thousand Dollars ($200,000.00) for ad valorem tax purposes to be annexed without the written consent of the landowner or landowners.

(8) No part of the area proposed to be annexed is more than three miles from a point on the municipal boundary, as such was established more than one year before this annexation will take place;

(9) The area proposed to be annexed comprises more than ten acres and an impact report as provided in Section 31-12-105.5, CRS, as amended, is required.

(10) The area proposed to be annexed is located within Weld County, School District RE 5-J, Northern Colorado Water Conservancy District, Little Thompson Water District, Front Range Fire Rescue Fire Protection District, Aims Junior College District, and Weld County Library District, and no others;

(11) The mailing address of each signer, the legal description of the land owned by each signer and the date of signing of each signature are all shown on this Petition;

(12) Accompanying this Petition are five (5) prints of the area proposed to be following information:

(a) A written legal description of the boundaries of the area proposed to be annexed;

(b) A map showing the boundary of the area proposed to be annexed, such map prepared and containing the seal of a registered engineer or land surveyor;

(c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land, and if part or all of the area is to be platted at the time of the effectiveness of the annexation (as opposed to after such effectiveness), then the boundaries and the plat number of plots or of lots and blocks are shown;

(d) Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the Town of Johnstown, and the contiguous boundary of any other municipality abutting the area proposed to be annexed;

(e) The dimensions of the contiguous boundaries are shown on the map.

(f) A proposed drainage plan and a proposed utilities plan.

(13) The territory to be annexed is not presently a part of any incorporated city, city and county, or town;

(14) The undersigned agree to the following conditions, which shall be covenants running with the land, and which shall, at the option of the Town, appear on the annexation map:

(a) Water rights shall be provided as mutually agreed to by the Town and the undersigned; The undersigned specifically agree that they have not sold or transferred any water rights appurtenant to their property within the past year nor will they do so during the pendency of this annexation petition and once annexed to the Town of Johnstown, they will not sell or transfer any water rights appurtenant to the subject property without the prior written approval of the Johnstown Town Council.

(b) The owners shall participate in providing drainage plan and improvements and payment of a unit drainage fee as may be required by the Town the area;

(c) The undersigned hereby waive any and all "vested rights" previously created pursuant to Section 24-68-103, CRS, as amended.

(d) The undersigned and the Town may enter into an Annexation Agreement prior to the effective date of this annexation, which agreement shall be additional conditions as effectively as if set forth in this Petition.

(15) Petitioner represents that: (Check one)

__X___No part of the property to be annexed is included within any site specific development plan approved by Weld County, Colorado.

_____A site specific development plan has been approved by Weld County, Colorado, which has created a vested right.

(16) Submitted with this Petition is the required $_____.00 for publication costs.

EXECUTED this 27th day of July, 2022.

By: _____

Name: ___Keith Parsons_____

Title: COO, Attorney in fact for Samuel J. Aquila, Archbishop of Denver

Name of Annexation: St. Isidore/ARCHDIOCESE

STATE OF COLORADO)
)ss
COUNTY OF Denver)

Subscribed and sworn to before me this 27th day of July, 2022 by Keith Parsons as COO, Attorney in fact for ~~of~~ Archbishop Samuel J. Aquila, Archbishop of Denver ~~on behalf of~~ _____.

WITNESS my hand and official seal.

My commission expires: June 25, 2025

Christina Marie Buches
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20214025358
MY COMMISSION EXPIRES JUNE 25, 2025

Notary Public

EXHIBIT A

Legal Description: PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

ARCHDIOCESE ANNEXATION No. 1

The Northwest Quarter of the Northeast Quarter of Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado

PROPERTY DESCRIPTION (PER ALTA COMMITMENT ORDER No. N0034909-030-BSB-ES, Amendment No. 1):

The N1/2 of the NE1/4 of Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado

PROPERTY DESCRIPTION – ARCHDIOCESE ANNEXATION No. 1:

An area of land being the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

COMMENCING at the Northeast corner of Section 16 and assuming the East line of the Northeast Quarter (NE1/4) of Section 16 as monumented by a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the North end and by a #6 rebar with a 2.0" aluminum cap stamped LS 22097 at the South end, as bearing South 00°44'50" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2592.40 feet, with all other bearings contained herein being relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE North 88°26'46" West along the North line of the NE1/4 of Section 16 a distance of 1361.50 feet to the calculated position of the East Sixteenth corner of said Section 16 and to the **POINT OF BEGINNING;**

THENCE South 00°54'49" East along the East line of the NW1/4NE1/4 of said Section 16 a distance of 1309.95 feet to the calculated position of the Northeast Sixteenth corner of said Section 16;
THENCE North 89°01'10" West along the South line of said NW1/4NE1/4 a distance of 1357.21 feet to the Center North Sixteenth corner of said Section 16;
THENCE North 01°04'34" West along the West line of said NW1/4NE1/4 a distance of 1323.71 feet to the North Quarter corner of said Section 16;
THENCE South 88°26'46" East along the North line of said NW1/4NE1/4 a distance of 1361.49 feet to the calculated position of the East Sixteenth corner of said Section 16 and to the **POINT OF BEGINNING.**

Said area of land contains **41.06** Acres (+/-1,788,614 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

OWNER'S APPROVAL

Know all men by these presents, that I/we, Archdiocese of Denver, being the sole owner(s) of the land described herein, have caused said land to be annexed under the name of **ARCHDIOCESE ANNEXATION No. 1**.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____day of _____ 20_____.

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

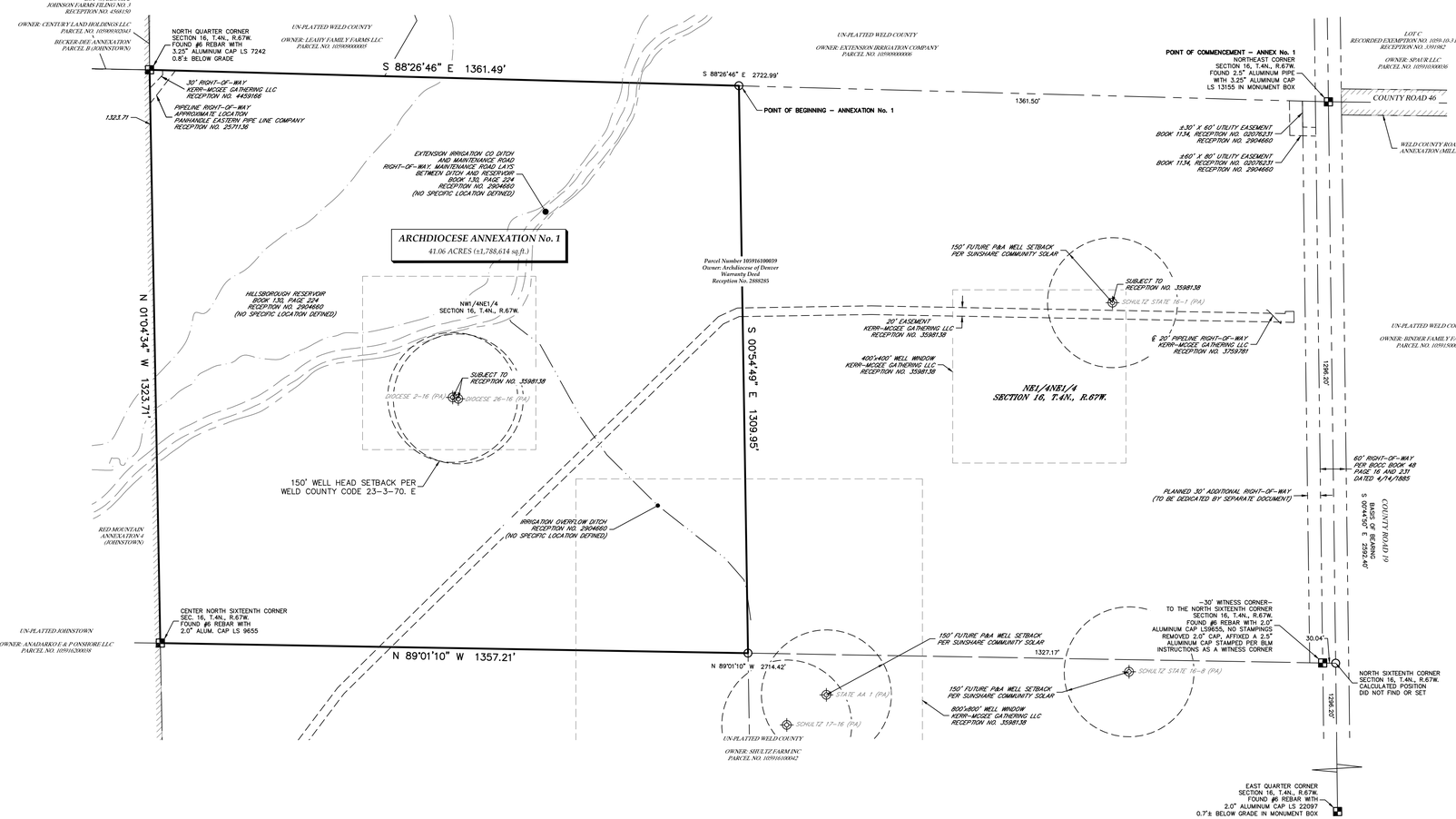
this _____day of _____, 20 _____. Witness my hand and seal.

My commission expires _____ _____
Notary Public

TOWN COUNCIL APPROVAL

This map to be know as **ARCHDIOCESE ANNEXATION No. 1** is approved and accepted to the Town of Johnstown, Colorado by ordinance number_____, passed and adopted on final reading at the regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the_____day of_____, 20_____.

BY: _____ Attest: _____
Mayor Seal Town Clerk



TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon Title Commitment File Number N0034909-030-BSB-ES, Amendment No. 1, having an effective date of June 23, 2022, as prepared by Fidelity National Title Insurance Company to delineate the aforesaid information.

NOTE

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

SURVEYOR'S STATEMENT

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor, do hereby state that this Annexation Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

SHEET 1 OF 1 *PRELIMINARY*

Jason S. Allee-On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

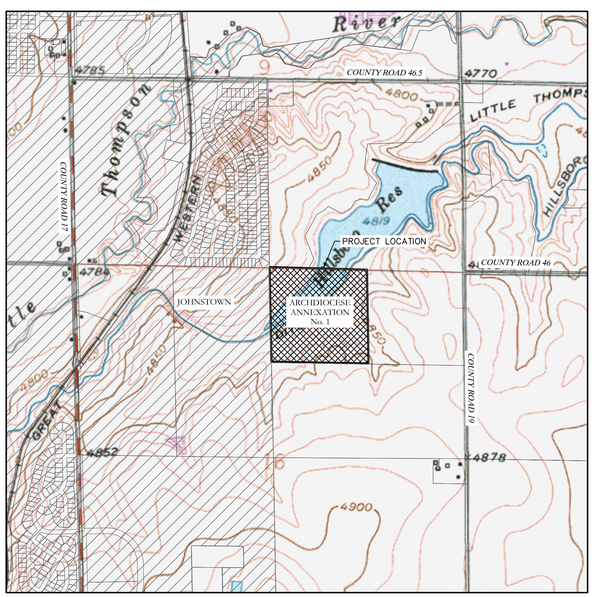
ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	1323.71
TOTAL BOUNDARY PERIMETER (L.F.)	5352.36
1/6 OF PERIMETER (L.F.)	892.05
ANNEXATION RATIO (1 to X)	4.043
TOTAL LAND AREA (Acres)	41.06

LEGEND

- ANNEXATION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING TOWN LIMITS
- FOUND ALIQUOT CORNER AS DESCRIBED
- CALCULATED POSITION
- PLUGGED AND ABANDONED WELL

N

0 150 300 450
SCALE – 1"=150'



VICINITY MAP
SCALE – 1"=1000'

LEGEND

- GIS PARCELS
- SUBJECT PROPERTY
- JOHNSTOWN/MILLIKEN MUNICIPAL LIMITS

N

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
7/20/2022	2021312.2ANNEX	KMR	JSA	AS NOTED	2021312.2

REVISIONS:	DATE:
ADDRESS TOWN COMMENTS	9/15/2022

ARCHDIOCESE ANNEXATION No. 1
FOR
SUNSHARE COMMUNITY SOLAR
1724 GILPIN STREET
DENVER CO, 80218

1
SHEET 1 OF 1

ARCHDIOCESE ANNEXATION No. 2

The Northeast Quarter of the Northeast Quarter of Section 16, and a Portion of the Northwest Quarter of the Northwest Quarter of Section 15, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado

PROPERTY DESCRIPTION (PER ALTA COMMITMENT ORDER No. N0034909-030-BSB-ES, Amendment No. 1):

The N1/2 of the NE1/4 of Section 16, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado

PROPERTY DESCRIPTION–ARCHDIOCHESE ANNEXATION No. 2:

An area of land being Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Sixteen (16), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, being more particularly described as follows;

BEGINNING at the Northeast corner of Section 16 and assuming the East line of the Northeast Quarter (NE1/4) of Section 16 as monumented by a 2.5" aluminum pipe with a 3.25" aluminum cap stamped LS 13155 at the North end and by a #6 rebar with a 2.0" aluminum cap stamped LS 22097 at the South end, as bearing South 00°44'50" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983 (2011), a distance of 2592.40 feet, with all other bearings contained herein being relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE South 88°26'46" East along the Easterly extension of the North line of said Section 16 a distance of 30.02 feet to the East right-of-way line of County Road 19;
THENCE South 00°44'50" East along said East right-of-way line a distance of 1295.90 feet to the Easterly extension of the South line of the NE1/4NE1/4 of said section 16;
THENCE North 89°01'10" West along said extension and said South line a distance of 1387.22 feet to the calculated position of the Northeast Sixteenth corner of said Section 16;
THENCE North 00°54'49" West along the West line of said NE1/4NE1/4 a distance of 1309.95 feet to the calculated position of the East Sixteenth corner of said section 16;
THENCE South 88°26'46" East along the North line of said NE1/4NE1/4 a distance of 1361.50 feet to the Northeast corner of said Section 16 and to the **POINT OF BEGINNING.**

Said area of land contains **41.53** Acres (+/-1,809,007 sq.ft.) and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

OWNER'S APPROVAL

Know all men by these presents, that I/we, Archdiocese of Denver, being the sole owner(s) of the land described herein, have caused said land to be annexed under the name of **ARCHDIOCESE ANNEXATION No. 2**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____ 20_____.

By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

this _____ day of _____, 20_____. Witness my hand and seal.

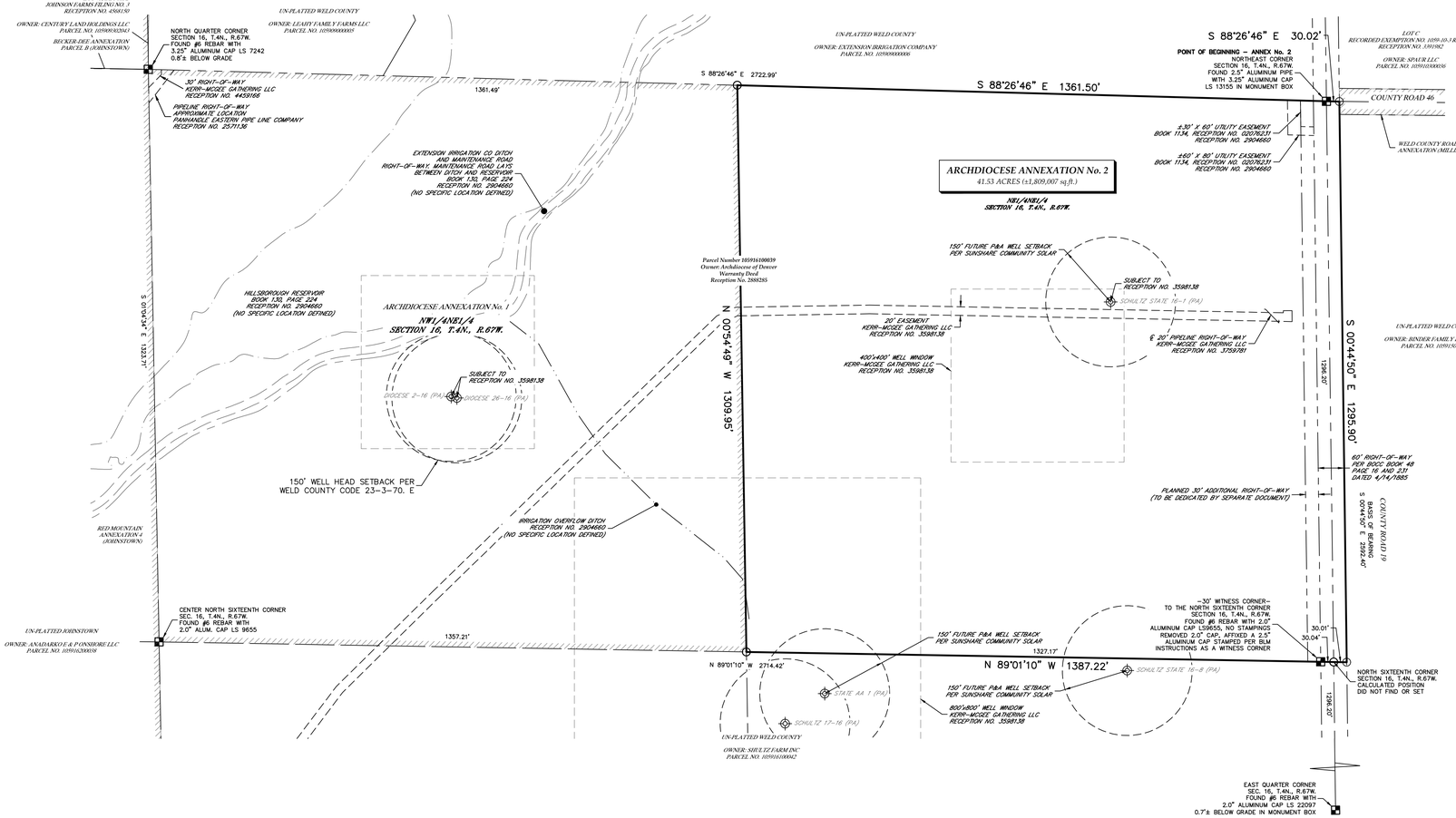
My commission expires _____

_____
Notary Public

TOWN COUNCIL APPROVAL

This map to be know as **ARCHDIOCESE ANNEXATION No. 2** is approved and accepted to the Town of Johnstown, Colorado by ordinance number_____, passed and adopted on final reading at the regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the_____day of_____, 20_____.

BY: _____ Attest: _____
Mayor Seal Town Clerk



TITLE COMMITMENT NOTE

This survey does not constitute a title search by Lat40, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, Lat40, Inc. relied upon Title Commitment File Number N0034909-030-BSB-ES, Amendment No. 1, having an effective date of June 23, 2022, as prepared by Fidelity National Title Insurance Company to delineate the aforesaid information.

NOTE

According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon. (13-80-105 C.R.S.)

SURVEYOR'S STATEMENT

I, Jason S. Allee, a Colorado Licensed Professional Land Surveyor, do hereby state that this Annexation Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

SHEET 1 OF 1 *PRELIMINARY*

Jason S. Allee–On behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor No. 38479

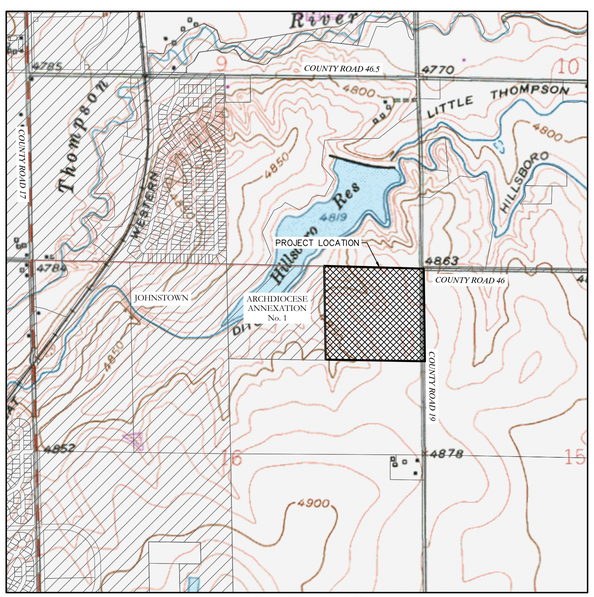
ANNEXATION TABLE	
CONTIGUOUS BOUNDARY (L.F.)	1309.95
TOTAL BOUNDARY PERIMETER (L.F.)	5384.59
1/6 OF PERIMETER (L.F.)	897.43
ANNEXATION RATIO (1 to X)	4.11
TOTAL LAND AREA (Acres)	41.53

LEGEND

- ANNEXATION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING TOWN LIMITS
- FOUND ALIQUOT CORNER AS DESCRIBED
- CALCULATED POSITION
- PLUGGED AND ABANDONED WELL

N

0 150 300 450
SCALE – 1"=150'



VICINITY MAP
SCALE – 1"=1000'

LEGEND

- GIS PARCELS
- SUBJECT PROPERTY
- JOHNSTOWN/MILLIKEN MUNICIPAL LIMITS

N

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
7/20/2022	2021312.2ANNEX	KMR	JSA	AS NOTED	2021312.2

REVISIONS:	DATE:
ADDRESS TOWN COMMENTS	9/15/2022

ARCHDIOCESE ANNEXATION No. 2
FOR
SUNSHARE COMMUNITY SOLAR
1724 GILPIN STREET
DENVER, CO 80218

1
SHEET 1 OF 1

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Public Hearing - Resolution 2023-07 Approving the Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3

ACTION PROPOSED: Consider and Approve Resolution 2023-07 Approving the Preliminary/Final Subdivision Plat and Development Plan for East Ledge Rock Center Subdivision Filing No. 3

ATTACHMENTS:
1. Resolution 2023-07
2. Vicinity Map
3. Preliminary/Final Plat
4. Preliminary/Final Development Plan
5. PZC Staff Report (Dec 14, 2022)
6. Staff Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer, Ledge Rock Center, LLC, is requesting consideration of a combined Preliminary/Final Subdivision Plat and Development Plan (Attachments 3 & 4) encompassing 49.6 acres to create 196 single-family detached residential lots ranging in size from 6,548 - 15,624 Square Feet (SF). This proposed neighborhood will be situated south and east of the commercial and multifamily areas, as part of the master planned Ledge Rock Center development.

The proposed Plat and Development Plan align with the Ledge Rock Center Outline Development Plan, as part of that master-planned development. The proposed density, infrastructure, and other development elements are in conformance with the master engineering studies and plans provided for the overall Ledge Rock Center development. Further, the plat and development plan is in conformance with Town codes, regulations, and standards.

The Planning & Zoning Commission held a public hearing on December 14, 2022. The Commission voted unanimously to recommend approval of the Preliminary/Final Subdivison Plat

and Development Plan to the Town Council, based on the analysis and findings contained in the attached staff report. (Attachment 5).

A proposed development agreement outlining Developer obligations and a water and sewer service agreement accompany this development on this Council agenda.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning & Zoning Commission recommends, and Staff agrees with, a recommendation to Town Council to Approve Resolution 2023-07 Approving the Preliminary/Final Subdivision Plat and Preliminary/Final Development Plan for the East Ledge Rock Center Subdivision Filing No. 3.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2023-07.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2023-07.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-07

APPROVING THE PRELIMINARY/FINAL PLAT AND PRELIMINARY/FINAL DEVELOPMENT PLAN FOR EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, BEING A SUBDIVISION OF TRACTS D, E & G OF EAST LEDGE ROCK CENTER SUBDVISION FILING NO. 2, SITUATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 49.787 ACRES

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

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

WHEREAS, Ledge Rock Center, LLC, a Kansas limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3, being a Subdivision of Tracts D, E, and G of East Ledge Rock Center Subdivision Filing No. 2, situated in the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 49.787 acres; and

WHEREAS, on December 14, 2022, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3; and

WHEREAS, on February 6, 2023, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3 and, after considering the Planning and Zoning Commission's recommendations, reviewing the file, and conducting such hearing, found that the Preliminary/Final Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3 are consistent with the Town's Comprehensive Plan, are in compliance with the Johnstown Municipal Code and with the Town's regulations, align with the approved Ledge Rock Center Outline Development Plan and will contribute to a logical pattern of growth and infrastructure extension; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3,

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat and Preliminary/Final Development Plan for East Ledge Rock Center Subdivision Filing No. 3, being a Subdivision of Tracts D, E, and G of East Ledge Rock Center Subdivision Filing No. 2, situated in the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 49.787 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary/Final Plat for East Ledge Rock Center Subdivision Filing No. 3 and have it properly recorded at the Office of the Weld County Clerk and Recorder.

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

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Hannah Hill, Town Clerk Gary Lebsack, Mayor

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

OWNER/DEVELOPER
TERRA FORMA SOLUTIONS
3465 S GAYLORD CT. SUITE A304
ENGLEWOOD, CO 80113
PHONE: (303) 257-7653
TODD JOHNSON

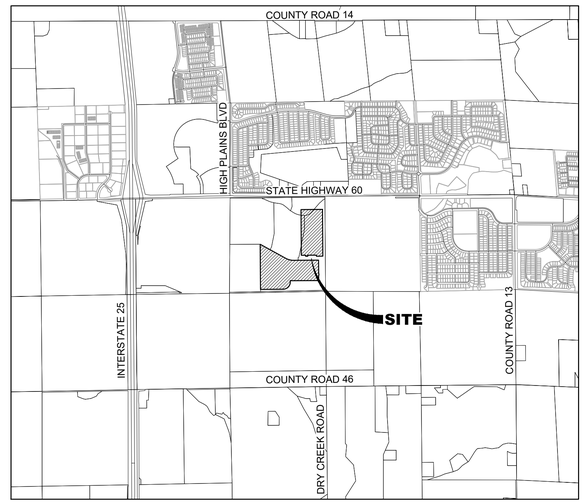
ENGINEER
TERRA FORMA SOLUTIONS
3465 S GAYLORD CT. SUITE A304
ENGLEWOOD, CO 80113
PHONE: (303) 257-7653
TODD JOHNSON

SURVEYOR
POINT CONSULTING, LLC
8460 W KEN CARYL AVE
LITTLETON, CO 80128
PHONE: (720) 258-6836
ADAM R. ZETTLEMOYER, PLS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;

CONTAINING 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.



VICINITY MAP
1" = 2,000'

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 AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

APPROVALS

TOWN COUNCIL
THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS THE EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, 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

SHEET INDEX

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	COVER SHEET	CS1
2	PHASING PLAN	PH1
3	OVERALL SITE PLAN	SP1
4	DETAILED SITE PLAN	SP2
5	DETAILED SITE PLAN	SP3
6	DETAILED SITE PLAN	SP4
7	DETAILED SITE PLAN	SP5
8	DETAILED SITE PLAN	SP6
9	CARSON LANE BUFFER LANDSCAPE PLAN	L3.10-L3.11
10	PAYTON DRIVE BUFFER LANDSCAPE PLAN	L3.12
11	NORTH PARK LANDSCAPE PLAN	L3.20
12	SOUTH PARK LANDSCAPE PLAN	L3.21
13-15	LANDSCAPE DETAILS	L3.90-L3.92
16-22	IRRIGATION PLANS	IR1.00 - IR2.01
23-28	ARCHITECTURAL ELEVATIONS	A1-A6

LAND USE SUMMARY

LAND USE	AREA (SQUARE FEET)	AREA (ACRES)	PERCENT OF TOTAL AREA
RESIDENTIAL LOT AREA (MINUS RESIDENTIAL LOT OPEN SPACE)	*899,049*	*20.639*	*41.5%*
*RESIDENTIAL LOT OPEN SPACE AREA (3,000 SF / LOT * 196 LOTS)*	*588,000*	*13.499*	*27.1%*
TOTAL RESIDENTIAL LOT AREA	1,487,049	34.138	68.6%
RIGHT-OF-WAY AREA	506,324	11.624	23.4%
OUTLOT OPEN SPACE AREA (OUTLOTS B,C,D,E,F,G,H)	98,551	2.262	4.5%
PARK OPEN SPACE AREA (OUTLOTS A & J)	76,816	1.763	3.5%
TOTAL FDP AREA	2,168,740	49.787	100%

BENCHMARK

VERTICAL RELIEF WAS NOT DERIVED FROM A PUBLISHED DATUM AND ELEVATIONS ARE LOCAL SITE SPECIFIC WITH THE NORTH QUARTER CORNER OF SECTION 11,T4N, R68W, HAVING AN ELEVATION = 4981.99 FEET.

BASIS OF BEARING

BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER, SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N00°26'18"W.

PROJECT INTENT

THE INTENT OF THIS FINAL DEVELOPMENT PLAN (FDP) IS TO PROVIDE THE DESIGN FOR THE EAST LEDGE ROCK SUBDIVISION FILING NO. 3 WITHIN THE OVERALL LEDGE ROCK CENTER DEVELOPMENT. THE PROPOSED DEVELOPMENT INCLUDES THE CONSTRUCTION OF 196 SINGLE FAMILY HOMES, 2 PARKS, AND ASSOCIATED INFRASTRUCTURE.

DESIGN OF THE EAST LEDGE ROCK SUBDIVISION FILING NO. 3 WILL COMPLY WITH THE LEDGE ROCK CENTER DESIGN GUIDELINES AND TOWN MUNICIPAL CODE AND WILL CONTRIBUTE TO THE OVERALL CHARACTER OF THE DEVELOPMENT.

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TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
COVER SHEET
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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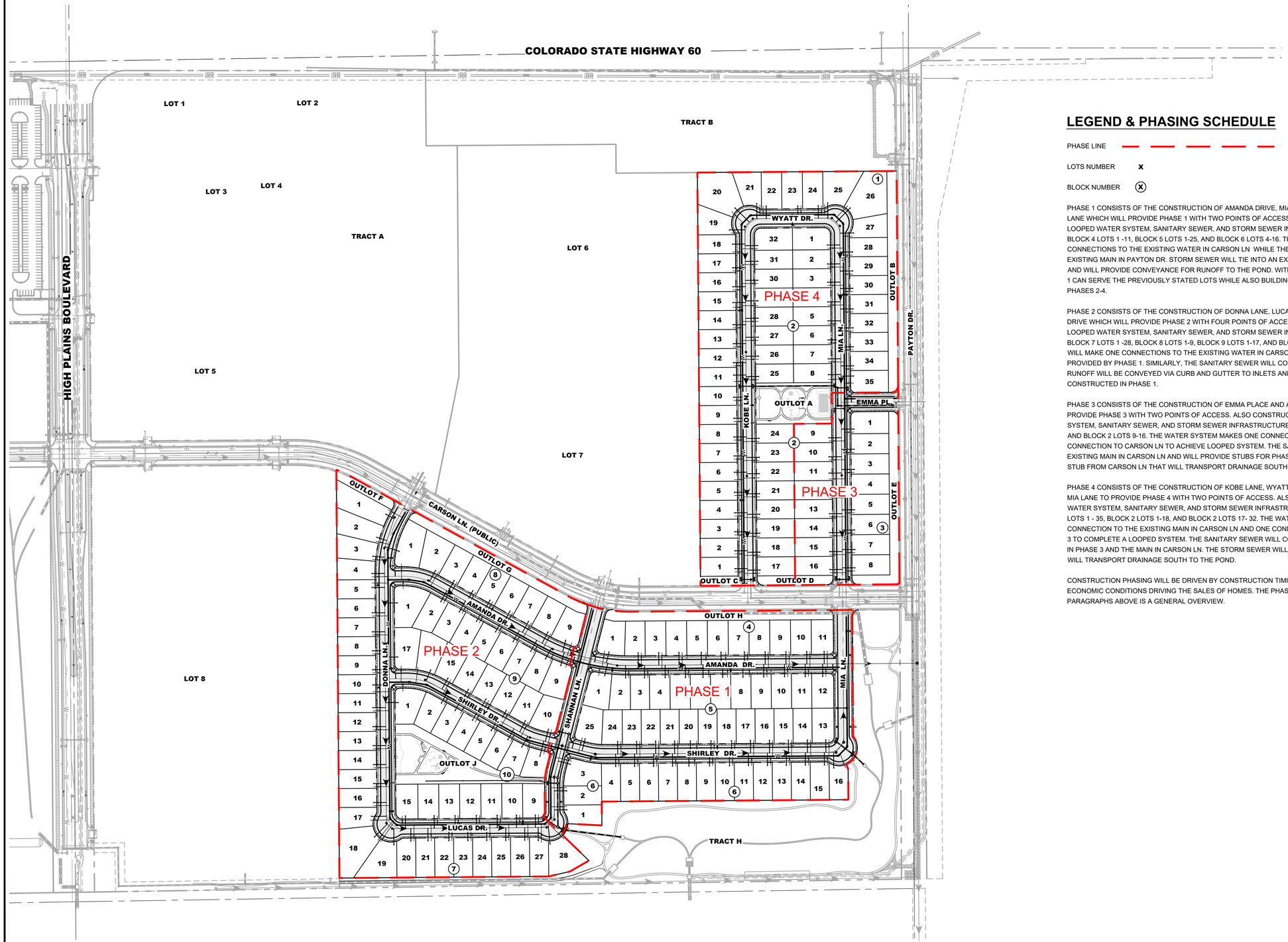
SHEET NUMBER
CS1
1 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



LEGEND & PHASING SCHEDULE

PHASE LINE

LOTS NUMBER **X**

BLOCK NUMBER (X)

PHASE 1 CONSISTS OF THE CONSTRUCTION OF AMANDA DRIVE, MIA LANE, SHIRLEY DRIVE, AND SHANNAN LANE WHICH WILL PROVIDE PHASE 1 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 4 LOTS 1 -11, BLOCK 5 LOTS 1-25, AND BLOCK 6 LOTS 4-16. THE WATER SYSTEM WILL MAKE TWO CONNECTIONS TO THE EXISTING WATER IN CARSON LN WHILE THE SANITARY WILL BE CONNECTED TO THE EXISTING MAIN IN PAYTON DR. STORM SEWER WILL TIE INTO AN EXISTING STUB COMING OFF OF CARSON LN AND WILL PROVIDE CONVEYANCE FOR RUNOFF TO THE POND. WITH THE PROPOSED IMPROVEMENTS PHASE 1 CAN SERVE THE PREVIOUSLY STATED LOTS WHILE ALSO BUILDING THE BACKBONE INFRASTRUCTURE FOR PHASES 2-4.

PHASE 2 CONSISTS OF THE CONSTRUCTION OF DONNA LANE, LUCAS DRIVE, AMANDA DRIVE, AND SHIRLEY DRIVE WHICH WILL PROVIDE PHASE 2 WITH FOUR POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 7 LOTS 1 -28, BLOCK 8 LOTS 1-9, BLOCK 9 LOTS 1-17, AND BLOCK 10 LOTS 1-15. THE WATER SYSTEM WILL MAKE ONE CONNECTIONS TO THE EXISTING WATER IN CARSON LN AND WILL CONNECT TO THE STUBS PROVIDED BY PHASE 1. SIMILARLY, THE SANITARY SEWER WILL CONNECT TO STUBS PROVIDED IN PHASE 1. RUNOFF WILL BE CONVEYED VIA CURB AND GUTTER TO INLETS AND STORM SEWER ALREADY CONSTRUCTED IN PHASE 1.

PHASE 3 CONSISTS OF THE CONSTRUCTION OF EMMA PLACE AND A PORTION OF MIA LANE WHICH WILL PROVIDE PHASE 3 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 3 LOTS 1 -8 AND BLOCK 2 LOTS 9-16. THE WATER SYSTEM MAKES ONE CONNECTION TO PAYTON DR AND ONE CONNECTION TO CARSON LN TO ACHIEVE LOOPED SYSTEM. THE SANITARY SEWER WILL CONNECT TO THE EXISTING MAIN IN CARSON LN AND WILL PROVIDE STUBS FOR PHASE 2. THE STORM SEWER WILL TIE INTO A STUB FROM CARSON LN THAT WILL TRANSPORT DRAINAGE SOUTH TO THE POND.

PHASE 4 CONSISTS OF THE CONSTRUCTION OF KOBE LANE, WYATT DRIVE AND THE REMAINING PORTION OF MIA LANE TO PROVIDE PHASE 4 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 1 LOTS 1 - 35, BLOCK 2 LOTS 1-18, AND BLOCK 2 LOTS 17- 32. THE WATER SYSTEM WILL MAKE ONE CONNECTION TO THE EXISTING MAIN IN CARSON LN AND ONE CONNECTION TO A STUB PROVIDED IN PHASE 3 TO COMPLETE A LOOPED SYSTEM. THE SANITARY SEWER WILL CONNECT TO AN EXISTING STUB PROVIDED IN PHASE 3 AND THE MAIN IN CARSON LN. THE STORM SEWER WILL TIE INTO A STUB FROM CARSON LN THAT WILL TRANSPORT DRAINAGE SOUTH TO THE POND.

CONSTRUCTION PHASING WILL BE DRIVEN BY CONSTRUCTION TIMING AND WILL DEPEND LARGELY ON ECONOMIC CONDITIONS DRIVING THE SALES OF HOMES. THE PHASING SCHEDULE DESCRIBED IN THE PARAGRAPHS ABOVE IS A GENERAL OVERVIEW.

0 150' 300'
1" = 150' (HORIZONTAL)

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
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TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
PHASING PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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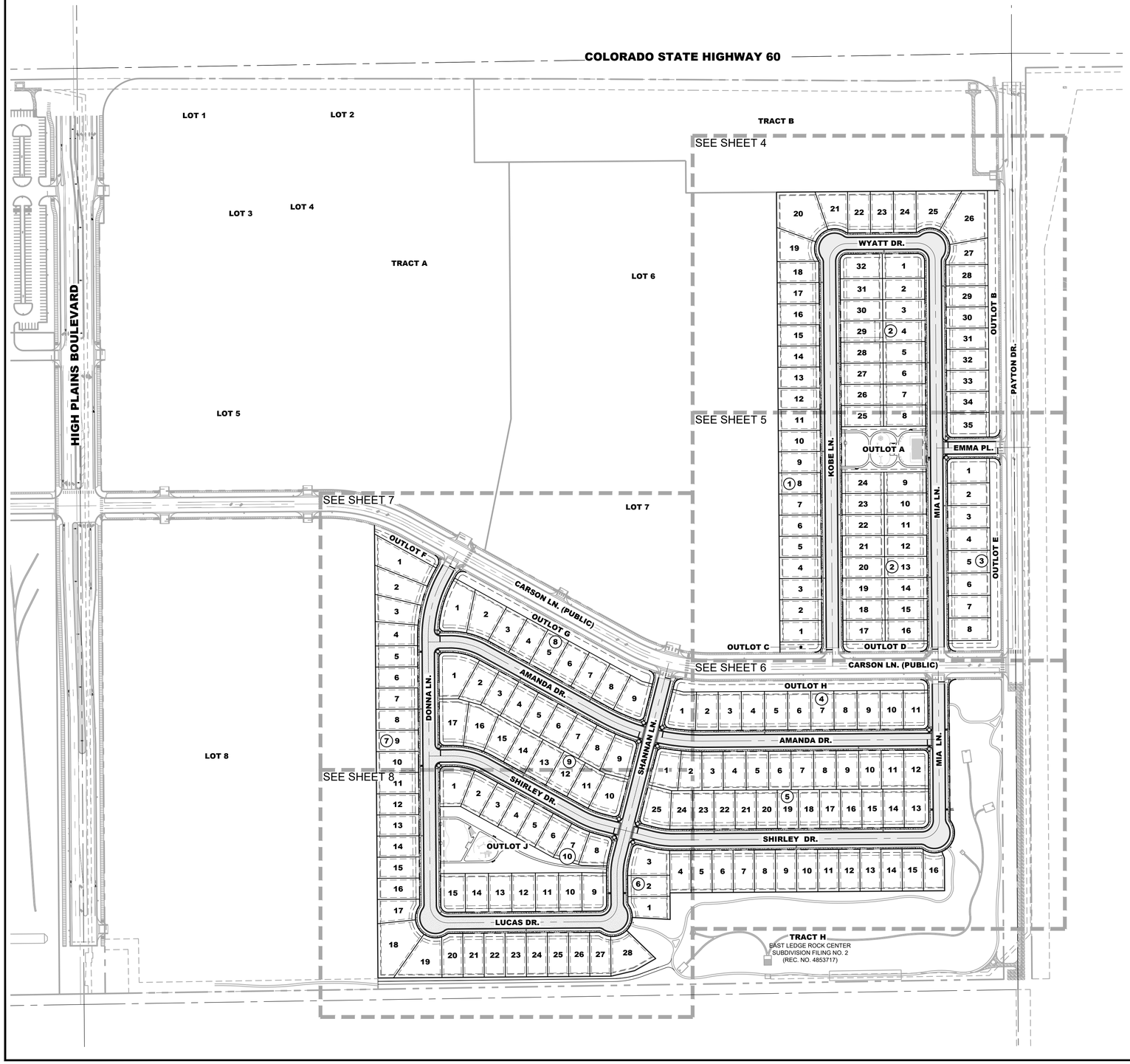
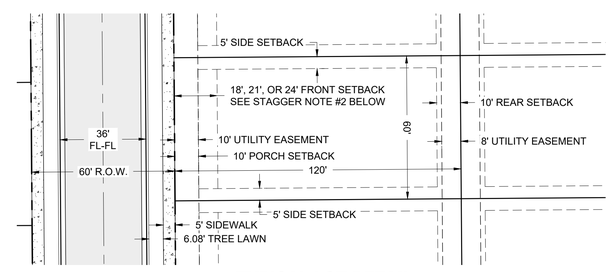
SHEET NUMBER
PH1
2 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO





TYPICAL LOT DETAIL
SCALE: 1" = 30'

NOTES:

1. THE ASSOCIATED INFRASTRUCTURE, INCLUDING LANDSCAPING AND IRRIGATION, WITHIN THE RIGHT-OF-WAY OF PAYTON DRIVE AND CARSON LANE, WILL BE BUILT AND INSTALLED AT THE TIME OF THE COLLECTOR STREETS CONSTRUCTION. THE LONG TERM INTENT IS TO EXTEND PAYTON DRIVE TO THE SOUTH.
2. FRONT PLANE OF A STRUCTURE SHOULD VARY / STAGGER A MIN OF 3-FEET FROM THAT OF ADJACENT HOMES - TO RESULT IN 18', 21', OR 24' SETBACKS, DEPENDING ON ADJACENT STRUCTURE LOCATIONS.
3. GARAGE DOOR SHALL BE A MINIMUM OF 20' SETBACK FROM THE BACK OF WALK / ROW.
4. DRIVEWAYS MAX OF 18-FOOT WIDTH AT ROW, MAY EXPAND TO 24-FEET AT HOME FOR OVERSIZED GARAGE, WHERE APPROPRIATE.
5. EACH LOT SHALL PROVIDE & MAINTAIN APPROPRIATE LANDSCAPING AND PLANTINGS, PER TOWN AND LEDGE ROCK CENTER DESIGN GUIDELINES.

0 150' 300'
1" = 150' (HORIZONTAL)

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
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TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
OVERALL SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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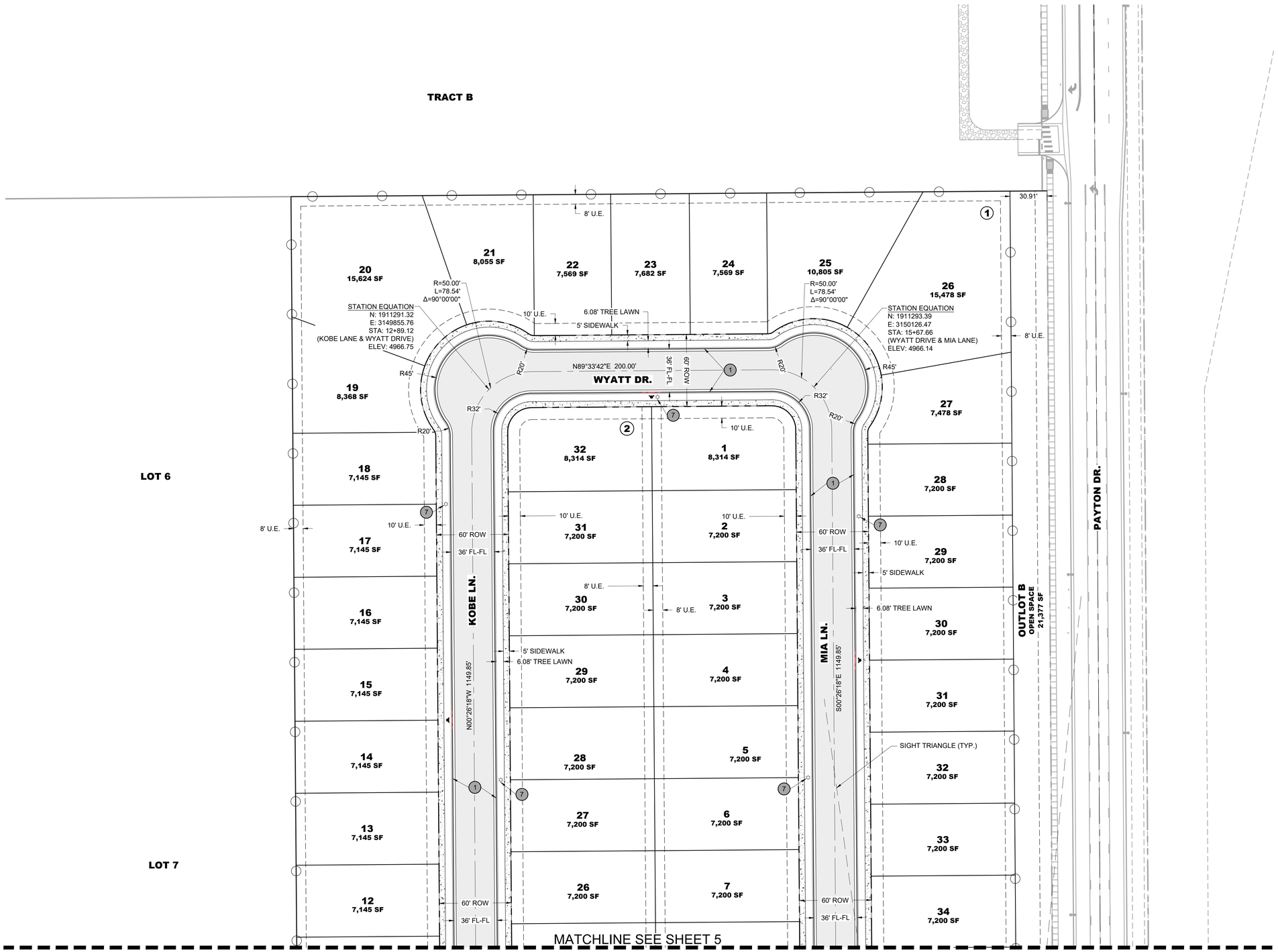
SHEET NUMBER
SP1
3 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



KEYMAP

SITE PLAN NOTES:

1. ALL DIMENSIONS ARE FLOWLINE TO FLOWLINE OR BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
2. STREET SIGNS FOR PUBLIC STREETS SHALL BE WHITE LETTERING ON GREEN BACKGROUND PER TOWN STANDARDS.
3. SEE SHEET 3 FOR TYPICAL STREET SECTION DETAIL.
4. SEE SHEET 3 FOR TYPICAL LOT DETAIL.
5. CURBS ADJACENT TO FIRE HYDRANTS SHALL BE PAINTED RED FOR 15 FT, WITH THE PAINTING CENTERED ON THE HYDRANT. SEE PLAN VIEW FOR LOCATIONS.

SITE PLAN KEYNOTES:

1. DRIVE-OVER CURB W/ 2' GUTTER
2. ADA CURB RAMP
3. 6' CROSSPAN
4. MATCH EXISTING CURB & GUTTER
5. STOP SIGN W/ STREET NAME SIGN
6. STOP BAR
7. STREETLIGHT

LEGEND

CENTERLINE	
RIGHT-OF-WAY	
EASEMENT	
SIGHT TRIANGLE	
SETBACK	
FIRE HYDRANT	
NO PARKING STRIPING (SEE NOTE 5)	
BLOCK NUMBER	#
LOT NUMBER	#
STREET LIGHT	
EX. STREET LIGHT	
UTILITY EASEMENT	U.E.
FENCE - PRIVACY	

0 40' 80'
1" = 40' (HORIZONTAL)

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LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
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SHEET NUMBER
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EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
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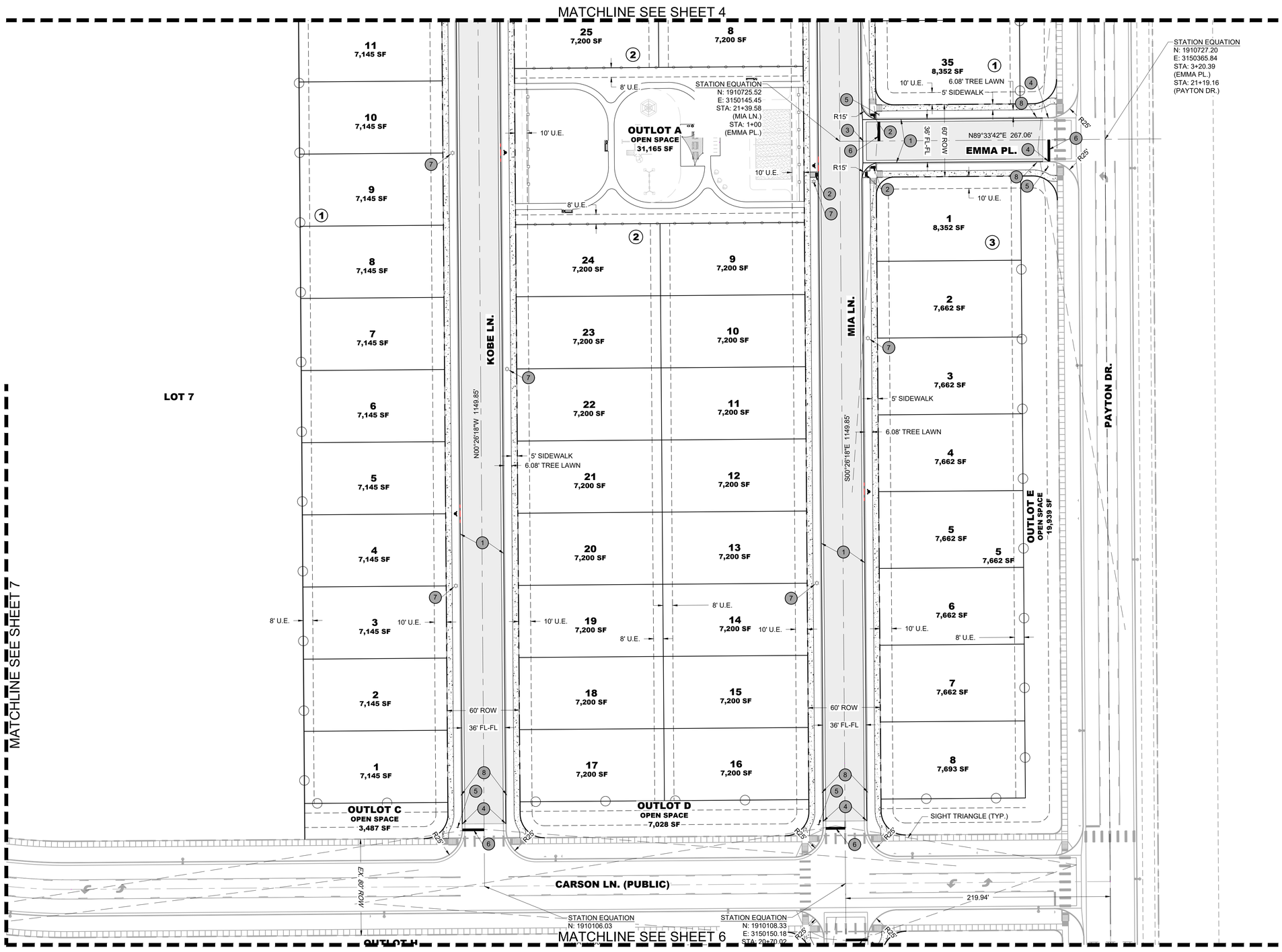

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LEGEND

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SHEET NUMBER
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EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
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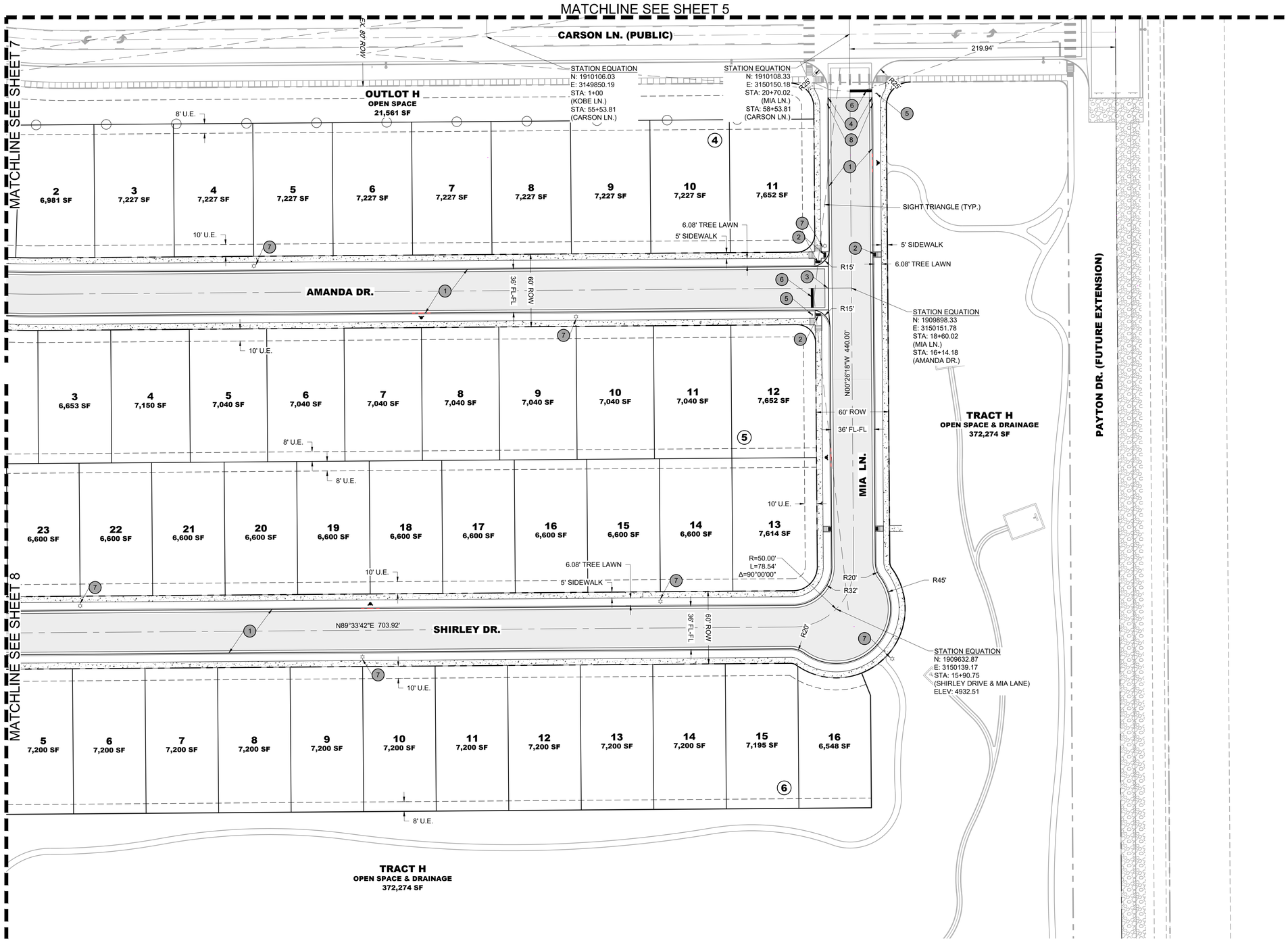

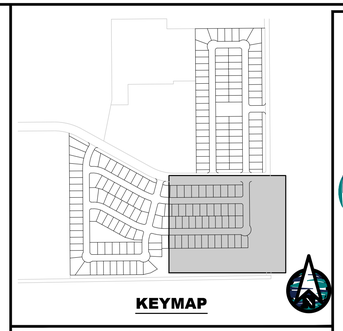

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LEGEND

- CENTERLINE
- RIGHT-OF-WAY
- EASEMENT
- SIGHT TRIANGLE
- SETBACK
- FIRE HYDRANT
- NO PARKING STRIPING (SEE NOTE 5)
- BLOCK NUMBER
- LOT NUMBER
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LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
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DATE : 12/22/2022

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SHEET NUMBER
SP4
6 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

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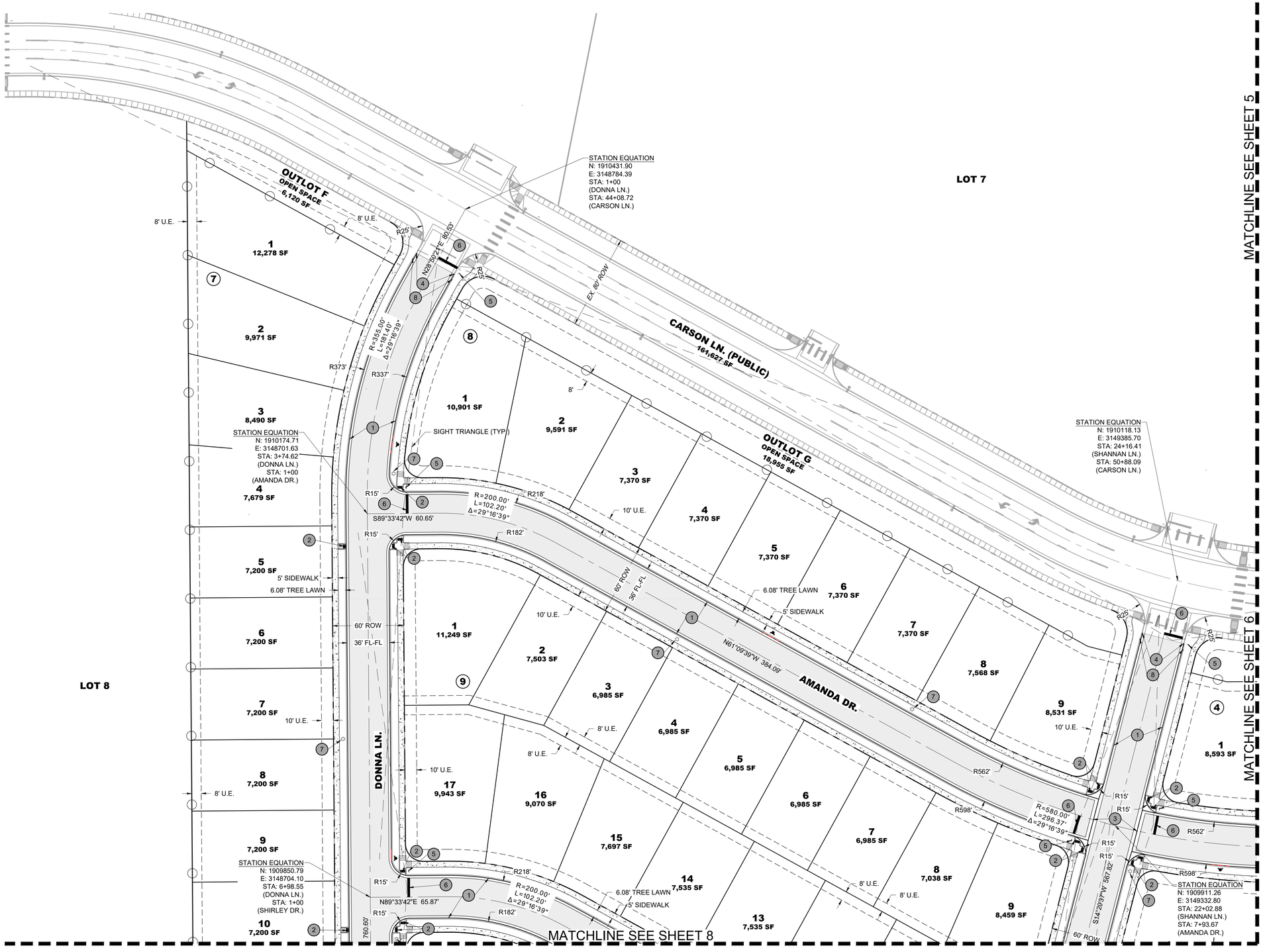

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SHEET NUMBER
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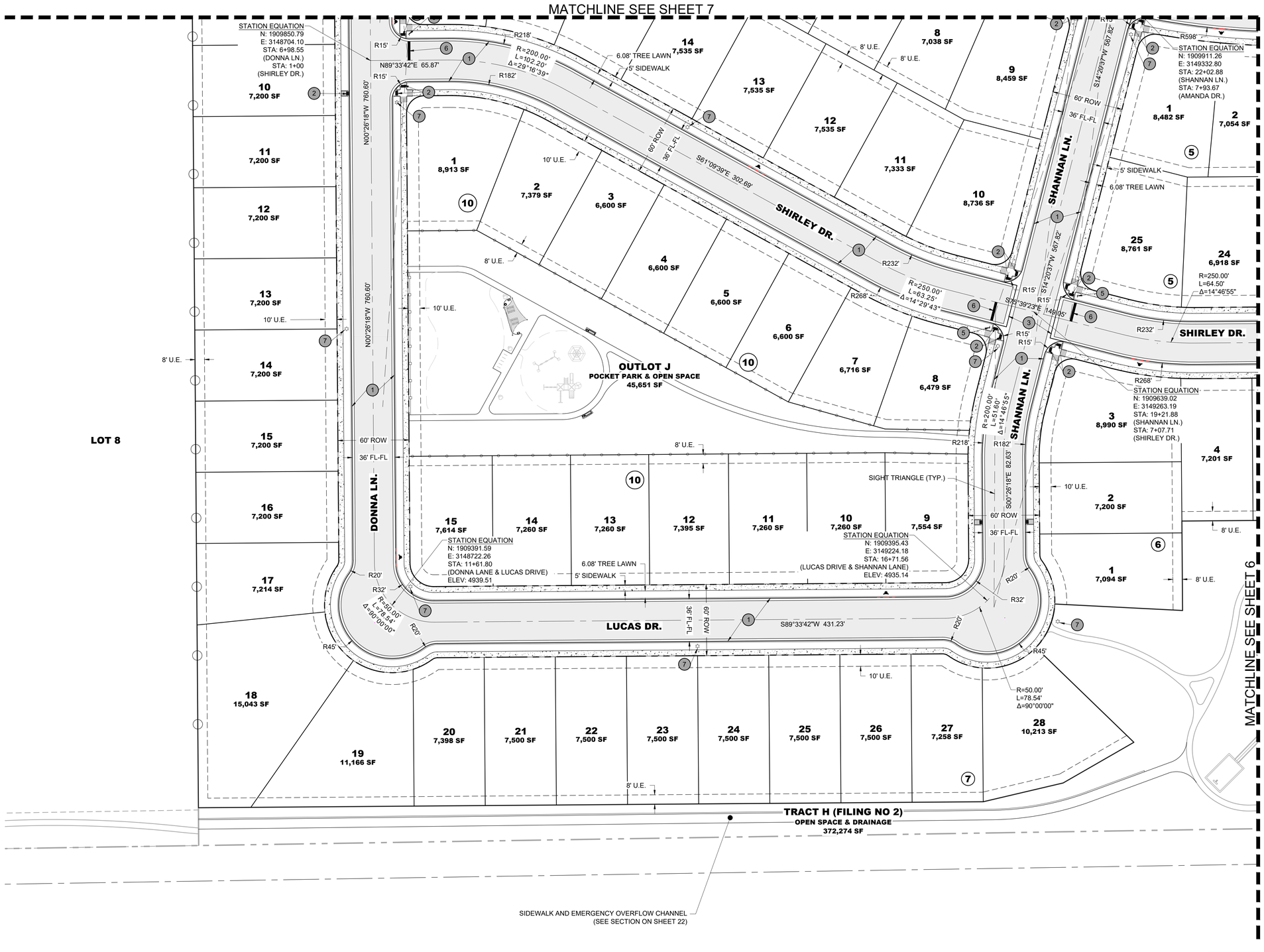

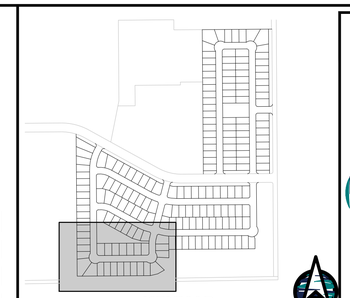

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LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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SHEET NUMBER
SP6
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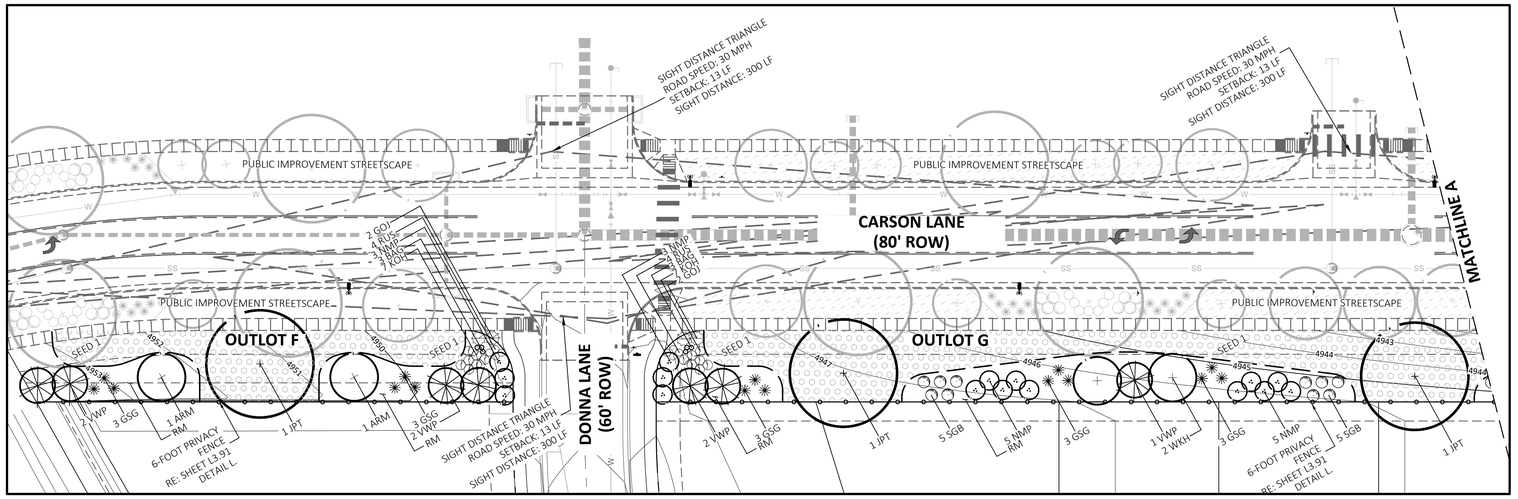

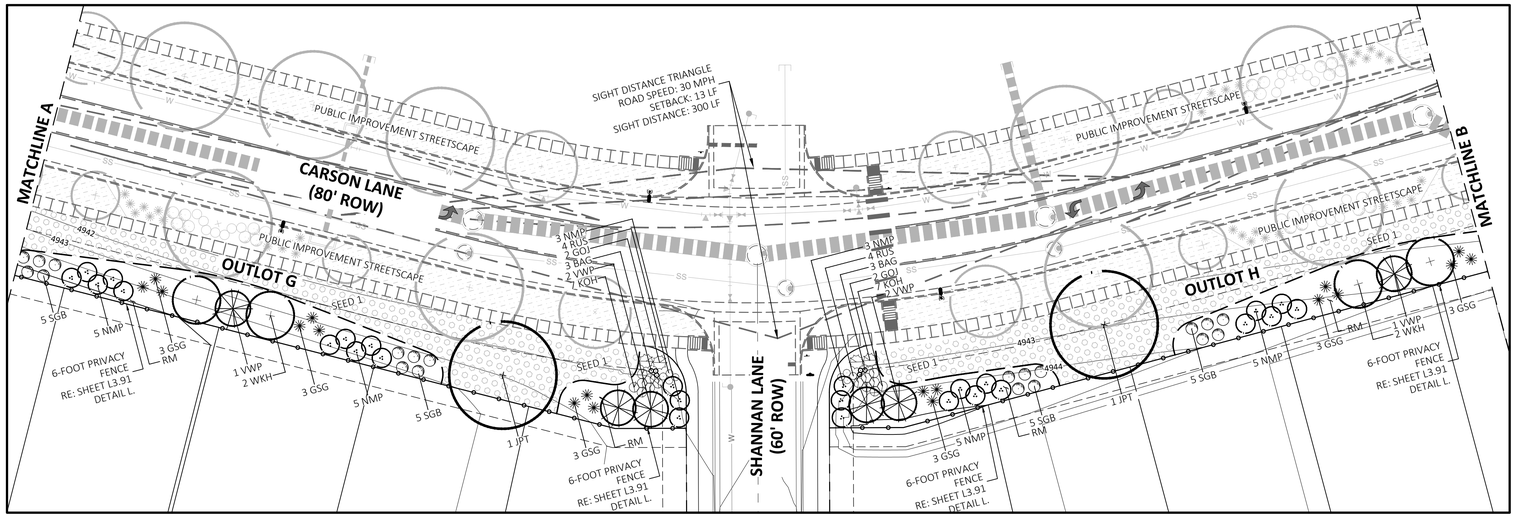

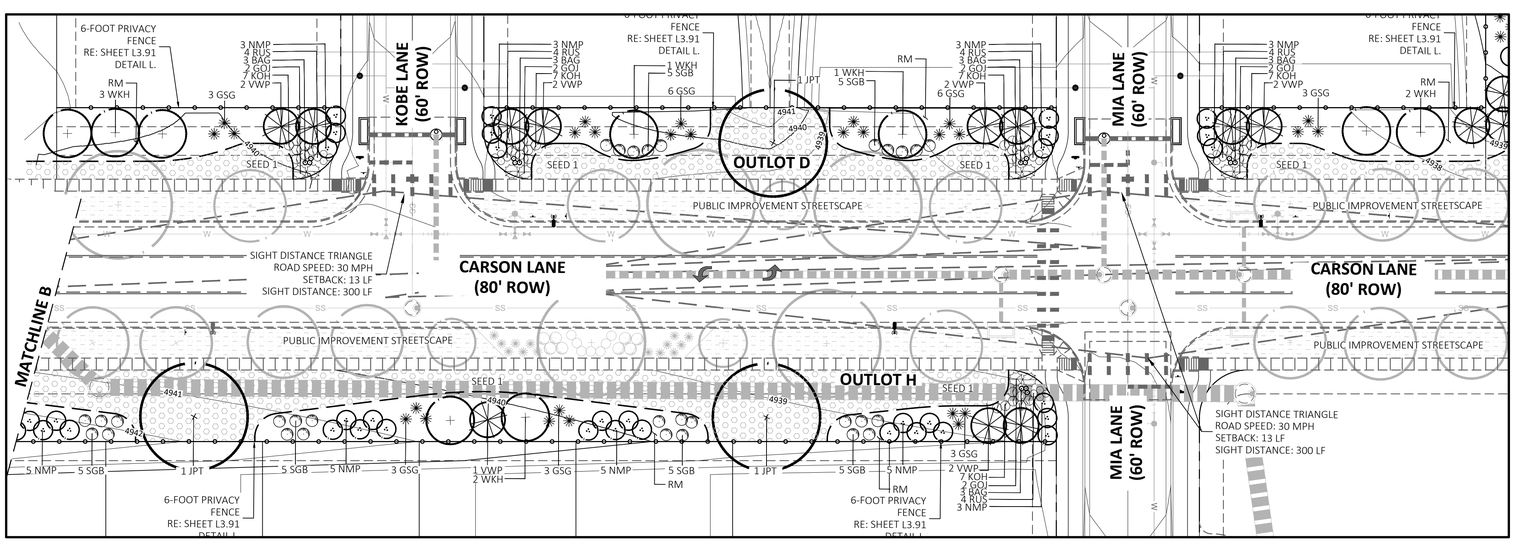

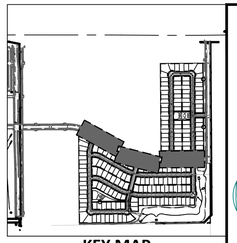

KEY MAP

TERRA FORMA
SOLUTIONS

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- EASEMENT BOUNDARY
- LANDSCAPE EDGER
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- GRASSES AND PERENNIALS
- BOULDERS
- SEED 1 — LOW GROW AND HONEYBEE MIX
- SEED 2 — BLAZE LITTLE BLUESTEM SEED MIX
- SOD — RTF WATER SAVER SOD
- RM — 3/4" CRUSHED MOUNTAIN GRANITE

GENERAL NOTES

1. REFER TO SHEET C0.00, COVER SHEET, FOR THE BENCHMARK AND BASIS OF BEARINGS.
2. REFER TO SHEETS L3.90 FOR LANDSCAPE NOTES AND PLANTING DETAILS.
3. REFER TO SHEETS L3.91-L3.92 FOR SITE AND PARK DETAILS.
4. ALL PROPOSED FENCING SHALL BE INSTALLED BY THE HOMEBUILDER.

SITE TRIANGLE LANDSCAPING NOTES

1. CORNER SIGHT DISTANCE MEASURED FROM A POINT ON THE MINOR ROAD, PARALLEL TO THE ROADWAY, 15 FEET FROM THE EDGE OF THE MAJOR ROAD PAVEMENT, AND FROM AN EYE HEIGHT OF 3.50 FEET ON THE MINOR ROAD TO A HEIGHT OF OBJECT OF 4.25 FEET ON THE MAJOR ROAD.
2. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

N

30 15 0 30
SCALE 1" = 30'

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

CARSON LANE BUFFER LANDSCAPE PLAN

3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259

ENG :

DATE : 06/28/2022

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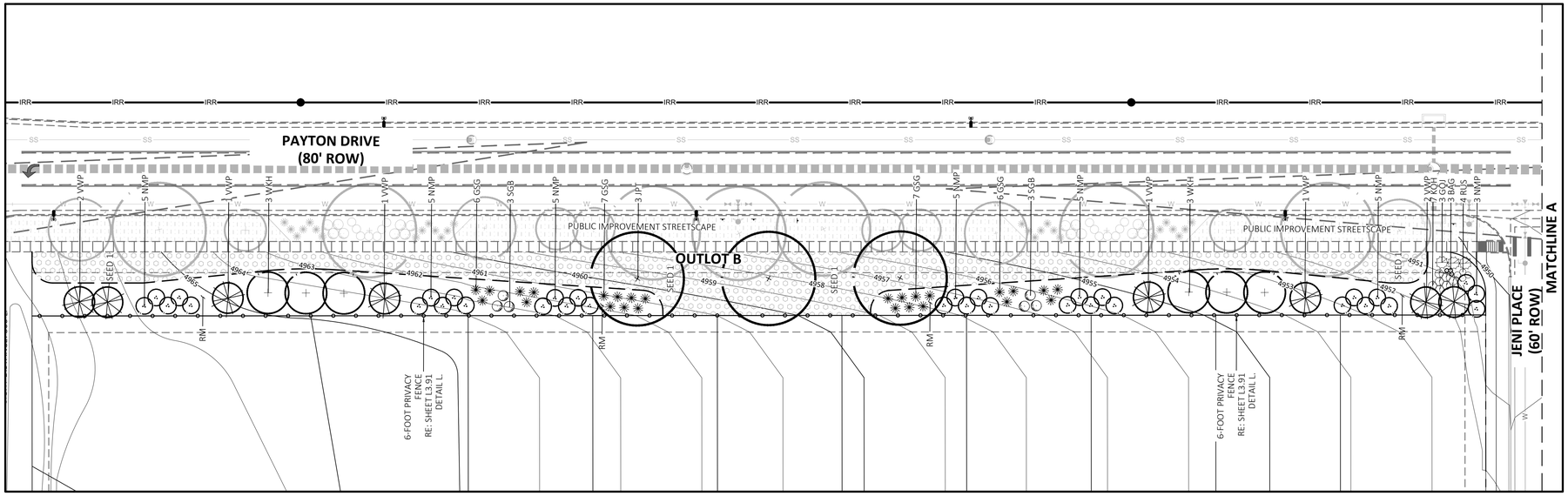
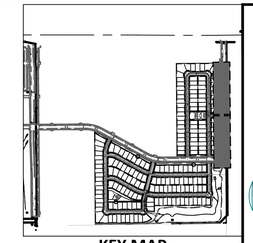
SHEET NUMBER
L3.10





KEY MAP

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- EASEMENT BOUNDARY
- LANDSCAPE EDGER
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- GRASSES AND PERENNIALS
- BOULDERS
- SEED 1 — LOW GROW AND HONEYBEE MIX
- SEED 2 — BLAZE LITTLE BLUESTEM SEED MIX
- SOD — RTF WATER SAVER SOD
- RM — 3/4" CRUSHED MOUNTAIN GRANITE

GENERAL NOTES

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2. REFER TO SHEETS L3.90 FOR LANDSCAPE NOTES AND PLANTING DETAILS.
3. REFER TO SHEETS L3.91-L3.92 FOR SITE AND PARK DETAILS.
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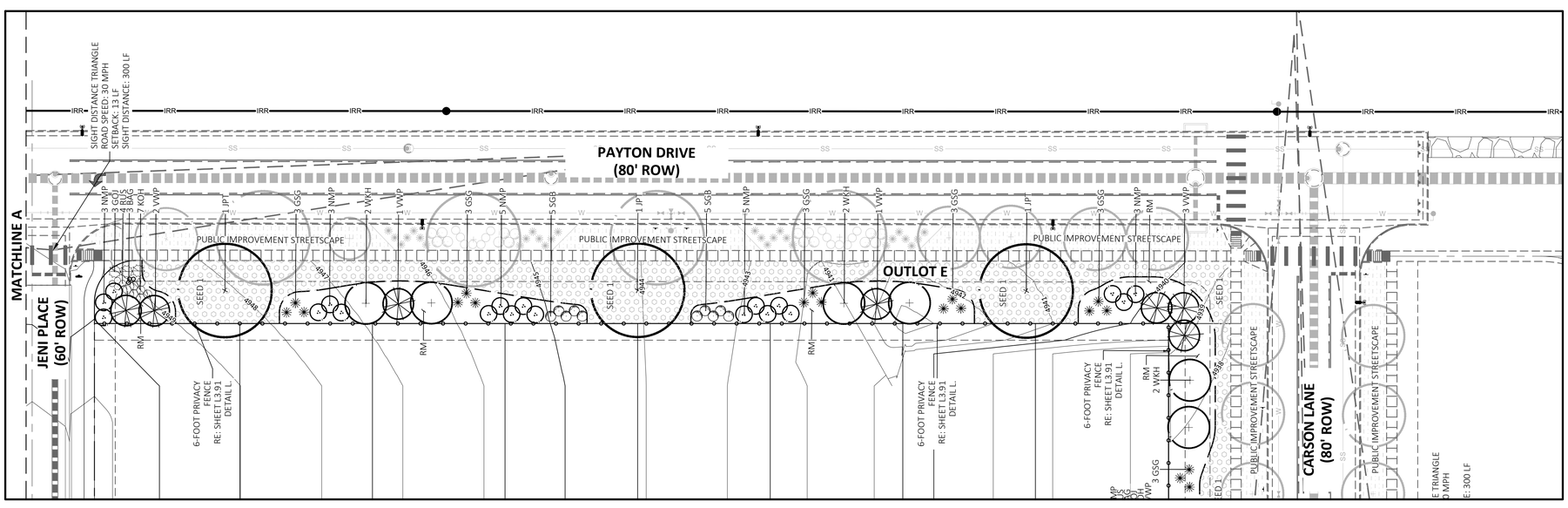

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SCALE 1" = 30'

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

PAYTON DRIVE BUFFER LANDSCAPE PLAN

3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259

ENG :

DATE : 06/28/2022

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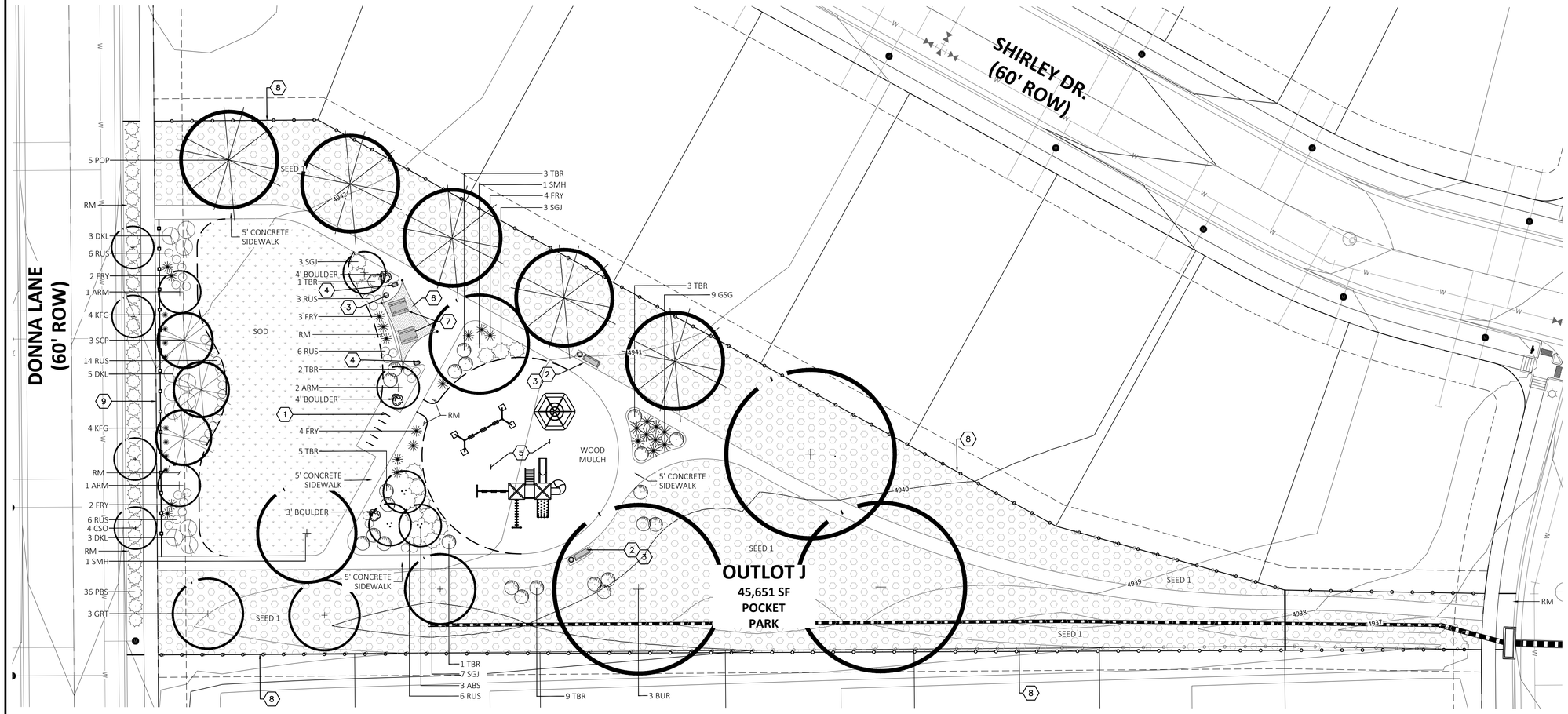

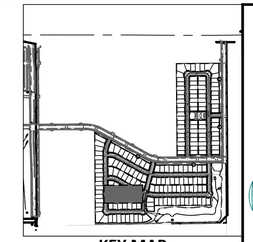

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KEY NOTES

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2. PROPOSED STEEL BENCH. RE: SHEET L3.91, DETAIL F.
3. PROPOSED TRASH RECEPTACLE. RE: SHEET L3.91, DETAIL G.
4. PROPOSED PARK GRILL RE: SHEET L3.91, DETAIL H.
5. PROPOSED PLAYGROUND RE: SHEET L3.92, DETAILS M-O.
6. PROPOSED FABRIC SHADE SAIL WITH STEEL COLUMNS.
7. PROPOSED PICNIC TABLE. RE: SHEET L3.91, DETAIL I.
8. PROPOSED 6-FOOT CEDAR FENCE RE: SHEET L3.92, DETAIL L.
9. PROPOSED CEDAR POST AND CHAIN FENCE. RE: SHEET L3.92, DETAIL K.

GENERAL NOTES

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SCALE 1" = 20'

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

SOUTH PARK LANDSCAPE PLAN
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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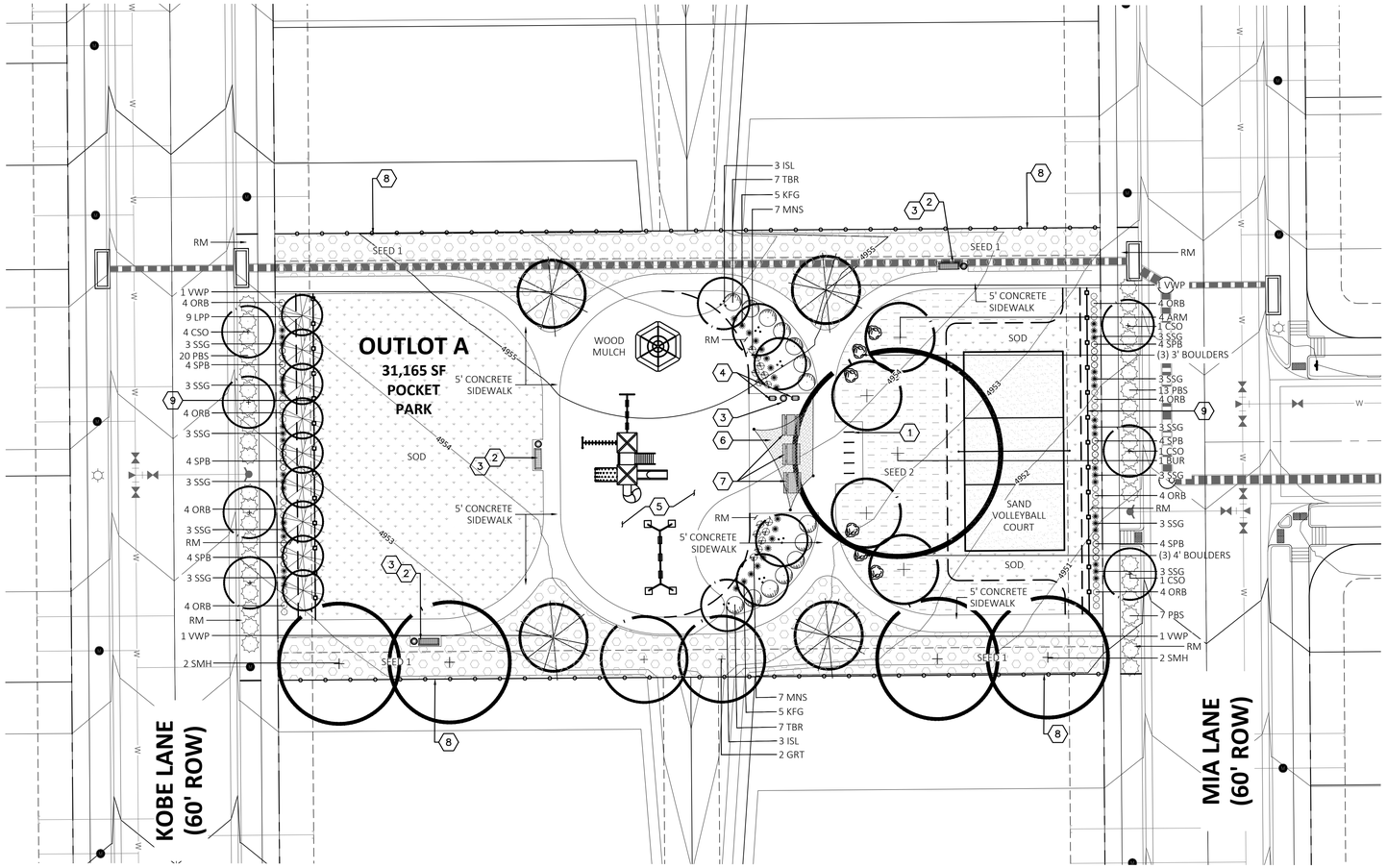

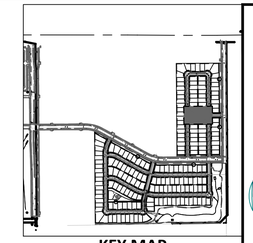

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LEDGE ROCK CENTER RESIDENTIAL

NORTH PARK LANDSCAPE PLAN
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
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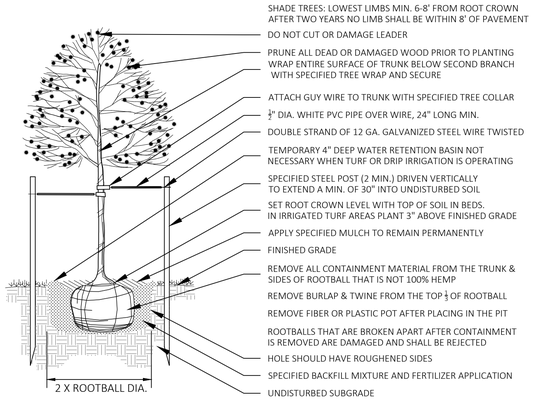
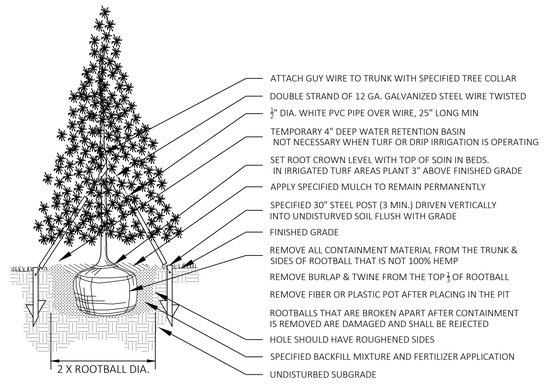
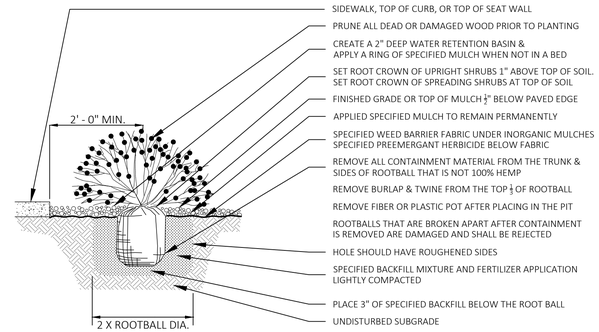


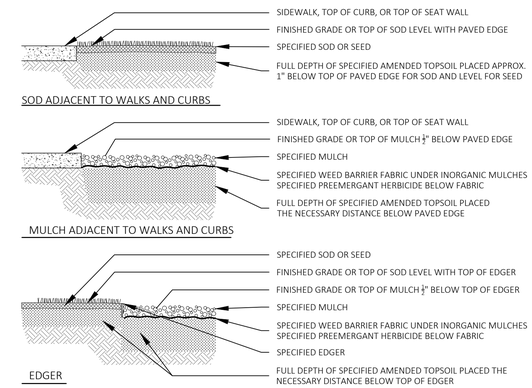
A DECIDUOUS TREE PLANTING
NOT TO SCALE



B EVERGREEN TREE PLANTING W/ GUY WIRES
NOT TO SCALE



C SHRUB PLANTING
NOT TO SCALE



D EDGE TREATMENT
NOT TO SCALE

LANDSCAPE NOTES

1. THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE CIVIL, IRRIGATION, ARCHITECTURAL, MECHANICAL AND ELECTRICAL PLANS TO FORM COMPLETE INFORMATION REGARDING THIS SITE.
2. LANDSCAPE CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND SPECIFICATIONS.
3. ALL MATERIAL AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR, FROM DATE OF FINAL ACCEPTANCE.
4. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE PRIME CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
5. BEFORE COMMENCING WORK, CONTACT APPROPRIATE UTILITY COMPANIES FOR UTILITY LOCATIONS, AND COORDINATE WITH PRIME CONTRACTOR IN REGARD TO LOCATION OF PROPOSED UTILITIES, IRRIGATION SLEEVES, CONDUITS, ETC.
6. ALL PLANT MATERIALS SHALL MEET OR EXCEED SIZE IN SCHEDULES.
7. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY REQUIRED FOR THE PROJECT. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS, ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND. PLANTING PROCEDURES SHALL CONFORM TO DETAILS.
8. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
9. ROCK MULCH: IN THE SPECIFIED AREAS, INSTALL 3-INCHES OF 1 1/2", LOCALLY AVAILABLE, CRUSHED MOUNTAIN GRANITE ROCK MULCH IN ALL SHRUB BEDS OVER TYPAR 3301 WEED MAT OR APPROVED EQUAL, AFTER APPLYING PRE-EMERGENT HERBICIDE.
14. BOULDERS: IN THE SPECIFIED AREAS, INSTALL LOCALLY AVAILABLE 2-FOOT TO 5-FOOT BOULDERS.
15. SEED 1: IN THE SPECIFIED AREAS, GROUNDCOVER SHALL A MIXTURE OF THE LOW GROW SEED MIX AND HONEY BEE WILDFLOWER SEED MIX BY ARKANSAS VALLEY SEED. THE SEED SHALL BE MIXED AT A RATIO OF 90% LOW GROW MIX TO 10% HONEY BEE WILDFLOWER MIX.
16. SEED 2: IN THE SPECIFIED AREAS, GROUNDCOVER SHALL BE THE BLAZE LITTLE BLUESTEM MIX BY ARKANSAS VALLEY SEED.
17. SOD: IN THE SPECIFIED AREAS, THE GROUNDCOVER SHALL BE THE RTF WATER SAVER SOD PER GREEN VALLEY TURF, LITTLETON CO, (303) 798-6764.
18. ALL B&B PLANT MATERIAL SHALL HAVE ALL WIRE, TWINE OR OTHER CONTAINMENT MATERIAL, EXCEPT FOR THE BURLAP, REMOVED FROM THE TRUNK AND ROOT BALL OF THE PLANT PRIOR TO PLANTING.
19. DISTRIBUTE IMPORTED TOPSOIL OVER AREAS TO BE GRASSED TO A MINIMUM DEPTH OF FOUR (4") INCHES, AND TO A DEPTH OF TEN (10") INCHES IN SHRUB AND PERENNIAL BEDS. TOPSOIL TO BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL FREE FROM WEEDS, LITER, GRASS, STONES LARGER THAN 1", ROOTS OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
20. SOIL PREPARATION: MIX THE FOLLOWING SOIL AMENDMENTS AND APPLY TO SOD AND SHRUB BED AREAS:
    - 20.1. ASPEN RICH COMPOST -- 4 CUBIC YARDS PER 1,000 S.F.
    - 20.2. COMMERCIAL FERTILIZER (20-10-5): 10 lbs. PER 1,000 S.F.
    - 20.3. SUPERPHOSPHATE: 10 lbs. PER 1,000 S.F.
21. BACKFILL FOR TREES AND SHRUBS: SHALL CONSIST OF 1/3 ASPEN RICH COMPOST AND 2/3 SITE SOIL. FERTILIZE WITH AGRI- FORM TABLETS AT MANUFACTURER'S RECOMMENDED RATES.
22. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADES IN LANDSCAPE AREAS.
23. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL AS NECESSARY BY THIS WORK.
24. TEST SOIL IN PROPOSED LANDSCAPE AREAS PREVIOUSLY PAVED OR BUILT ON FOR STERILENT AND REMOVE CONTAMINATED SOIL. BACKFILL WITH SPECIFIED TOPSOIL.
25. CONTRACTOR SHALL REPAIR ALL DAMAGE DUE TO HIS CONSTRUCTION AND KEEP PROJECT AREAS CLEAN AND ORDERLY DURING AND UPON COMPLETION OF HIS WORK.
26. ALL TREES THAT FALL WITHIN SIGHT TRIANGLE (OR NEAR SIGHT TRIANGLE ZONE) AT ANY DRIVE TO STREET CONNECTIONS MUST BE MAINTAINED WITH A CLEAR ZONE (NO TREE CANOPY ENCROACHMENT) OF 7 FEET ABOVE ADJACENT STREET/DRIVE GRADE.
27. LANDSCAPING IN TRACT C AND ALONG CARSON LANE AND PAYTON DRIVE ARE DONE BY SEPARATE DOCUMENT. THE DESIGNS CAN BE FOUND IN THE PUBLIC IMPROVEMENT PLANS FOR FILING NO. 2.

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PLANT LIST

Qty.	Sym.	Scientific/Botanic Name	Container/Size	Notes	Habit
DECIDUOUS TREES					
4	BUR	BUR OAK	2" CAL.	FULL CROWN, B&B, STAKED	75X75 FEET
		Quercus macrocarpa	SINGLE TRUNK	SPECIMEN QUALITY	
11	CSO	CRIMSON SPIRE OAK	2" CAL.	FULL CROWN, B&B, STAKED	45X15 FEET
		Quercus x bimundorum 'Crimschmidt'	SINGLE TRUNK	SPECIMEN QUALITY	
5	GRT	GOLDENRAIN TREE	2" CAL.	STRIAGHT TRUNK, B&B	30X25 FEET
		Koelreuteria paniculata	STRIAGHT TRUNK	SPECIMEN QUALITY, STAKED	
14	JPT	JAPANESE PAGODA TREE	2" CAL.	FULL CROWN, B&B, STAKED	50X50 FEET
		Styphnolobium japonicum	SINGLE TRUNK	SPECIMEN QUALITY	
6	SMH	SHADEMASTER HONEYLOCUST	2" CAL.	FULL CROWN, B&B, STAKED	45X40 FEET
		Gleditsia tria. inermis 'Shademaster'	SINGLE TRUNK	SPECIMEN QUALITY	
40					
ORNAMENTAL TREES					
3	ABS	AUTUMN BRILL SERVICEBERRY	1 1/2" CAL	STRAIGHT TRUNK, B&B	20X15 FEET
		Amelanchier grand. 'Autumn Brilliant"	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
8	ARM	AMUR MAPLE	6' HT.	3 LEADER MIN, B&B	15X15 FEET
		Acer Ginnala 'Flame'	MULTI LEADER	SPECIMEN QUALITY, STAKED	
6	ISL	IVORY SILK JAPANESE TREE LILAC	1 1/2" CAL	STRAIGHT TRUNK, B&B	25X20 FEET
		Syringa reticulata 'Ivory Silk'	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
27	WKH	WINTER KING HAWTHORN	1 1/2" CAL	STRAIGHT TRUNK, B&B	20X20 FEET
		Crataegus phaenopyrum	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
44					
EVERGREEN TREES					
9	LPP	LODGEPOLE PINE	6'-10' HT.	FULL FORM, B&B	50x15FEET
		Pinus contora latifolia	SEE PLAN	SPECIMEN QUALITY, GUYED	
5	POP	PONDEROSA PINE	6'-10' HT.	FULL FORM, B&B	70X35 FEET
		Pinus ponderosa	SEE PLAN	SPECIMEN QUALITY, GUYED	
7	SCP	SCOTCH PINE	6'-10' HT.	FULL FORM, B&B	40X25 FEET
		Pinus sylvestris	SEE PLAN	SPECIMEN QUALITY, GUYED	
43	VWP	VANDERWOLFS PYRAMID PINE	6'-10' HT.	FULL FORM, B&B	40x25FEET
		Pinus flexilis 'Vanderwolf's Pyramid'	SEE PLAN	SPECIMEN QUALITY, GUYED	
64					
DECIDUOUS SHRUBS					
11	DKL	DWARF KOREAN LILAC	5 GAL.	SPACING 4' O.C.	6X6 FEET
		Syringa meyen 'Palibin'	18"-24" HT.	5 CANES MIN.	
77	KOH	KODIACK ORANGE HONEYSUCKLE	5 GAL.	SPACING 4' O.C.	4X4 FEET
		Diervilla x	18"-24" HT.	5 CANES MIN.	
129	NMP	NEW M MEXICO PRIVET	5 GAL.	STRAIGHT TRUNK, B&B	12X8 FEET
		Forestiera pubescens var. pubescens	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
32	ORB	ORANGE ROCKET BARBERRY	5 GAL.	SPACING 3' O.C.	5X3 FEET
		Berberis thunbergii 'Orange Rocket'	18"-24" HT.	5 CANES MIN.	
76	PBS	PAWNEE BUTTES SAND CHERRY	5 GAL.	SPACING 5' O.C.	1.5X5 FEET
		Prunus besseyi 'P011S'	18"-24" HT.	5 CANES MIN.	
85	RUS	DENIM N LACE RUSSIAN SAGE	5 GAL.	SPACING 3' O.C.	3X3 FEET
		Perovskia atriplicifolia 'Denim 'n Lace'	18"-24" HT.	5 CANES MIN.	
24	SPB	SUNJOY GOLD PILLAR BARBERRY	5 GAL.	SPACING 3' O.C.	5X3 FEET
		Berberis thunbergii 'Maria'	18"-24" HT.	5 CANES MIN.	
38	TBR	TALL BLUE RABBITBRUSH	5 GAL.	SPACING 5' O.C.	6X5 FEET
		Ericameria nauseosa var. speciosa	18"-24" HT.	5 CANES MIN.	
472					
EVERGREEN SHRUBS					
24	GOJ	GREY OWL JUNIPER	5 GAL.	SPACING 5' O.C.	3X6 FEET
		Juniperus virginiana 'Grey Owl'	18"-24" SPREAD	5 CANES MIN.	
13	SGJ	SEA GREEN JUNIPER	5 GAL.	SPACING 6' O.C.	5X6 FEET
		Juniperus chinensis 'Sea Green'	18"-24" SPREAD	5 CANES MIN.	
76	SGB	SPANISH GOLD BROOM	5 GAL.	SPACING 6' O.C.	4X6 FEET
		Cytisus purgans	18"-24" HT.	5 CANES MIN.	
113					
ORNAMENTAL GRASSES					
33	BAG	BLONDE AMBITION BLUE GRAMA	1 GAL.	SPACING 24" O.C.	3X2 FEET
		Bouteloua gracilis 'Blonde Ambition'	ESTABLISHED		
110	GSG	GIANT SACATON GRASS	1 GAL.	SPACING 60" O.C.	5X5 FEET
		Sporobolus wrightii	ESTABLISHED		
26	KFG	KARL FOERSTER FEATHER REED GRASS	1 GAL.	SPACING 24" O.C.	4X2 FEET
		Calamagrostis acuti. 'Karl Foerster'	ESTABLISHED		
36	SSG	SHENANDOAH SWITCHGRASS	1 GAL.	SPACING 36" O.C.	5X2 FEET
		Panicum virgatum 'Shenandoah'	ESTABLISHED		
205					
PERENNIALS					
21	FRY	FALSE RED YUCCA	1 GAL.	SPACING 36" O.C.	48X60 INCHES
		Hesperaloe parviflora	ESTABLISHED		
14	MNS	MAY NIGHT SALVIA	1 GAL	SPACING 24" O.C.	24X24 INCHES
		Salvia sylvestris 'May Night'	ESTABLISHED		
35					

LANDSCAPE DATA

DESCRIPTION	REQUIRED	PROVIDED
LANDSCAPE BUFFER (103,746 SF)(1 T & 5 SH/4500 SF)		
TREES	23	80 TREE
SHRUBS	115	350 SHRUB
GRASSES AND PERENNIALS (G&P)		140 G&P
OUTLOT A (25,209 SF) (1 T OR 1 SH/500 SF) + 1 T/2000 SF		
TREES	13	29 TREE
SHRUBS	51	70 SHRUB
GRASSES AND PERENNIALS (G&P)		68 G&P
OUTLOT A STREETSCAPE (260 LF)	(1 TREE/50 LF)	
TREES	5	7 TREE
SHRUBS	N/A	40 SHRUB
OUTLOT J (38,481 SF)(1 T OR 1 SH/500 SF) + 1 T/2000 SF		
TREES	19	23 TREE
SHRUBS	77	89 SHRUB
GRASSES AND PERENNIALS (G&P)		32 G&P
OUTLOT J STREETSCAPE (190 LF)	(1 TREE/50 LF)	
TREES	4	4 TREE
SHRUBS	N/A	36SHRUB
LANDSCAPE TOTALS		
	64	143 TREE
	243	585 SHRUB
		240 G&P

LANDSCAPE PERCENTAGES - LANDSCAPE BUFFERS

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
INTERMITTENTLY IRRIGATED NATIVE WONDER SEED MIX	N/A	51,270	N/A	49.4
INTERMITTENTLY IRRIGATED SHRUB BED	N/A	52,476	N/A	50.6
TOTAL LANDSCAPE AREA	N/A	103746	N/A	100

LANDSCAPE PERCENTAGES - NORTH PARK

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
IRRIGATED RTF WATER SAVER SOD	N/A	7,741	N/A	30.0
INTERMITTENTLY IRRIGATED LOW GROW AND HONEY BEE MIX	N/A	7,462	N/A	29.6
INTERMITTENTLY IRRIGATED BLAZE LITTLE BLUESTEM SEED MIX	N/A	3,226	N/A	12.8
INTERMITTENTLY IRRIGATED SHRUB BED	N/A	2,217	N/A	8.8
NON-IRRIGATED WOOD MULCH PLAYGROUND SPACE	N/A	4563	N/A	18.8
TOTAL LANDSCAPE AREA	N/A	25209	N/A	100
TOTAL LIVING GROUNDCOVER	18,907	19,538	75%	77.5%

LANDSCAPE PERCENTAGES - OUTLOT J - POCKET PARK

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
IRRIGATED RTF WATER SAVER SOD	N/A	6,488	N/A	15.8
INTERMITTENTLY IRRIGATED LOW GROW AND HONEY BEE SEED MIX	N/A	26,164	N/A	63.9
INTERMITTENTLY IRRIGATED SHRUB BED	N/A	4,417	N/A	10.8
NON-IRRIGATED WOOD MULCH PLAYGROUND SPACE	N/A	3876	N/A	9.5
TOTAL LANDSCAPE AREA	N/A	40945	N/A	100
TOTAL LIVING GROUNDCOVER	30,709	34,861	75%	85.1%

*AREAS THAT ARE DESCRIBED TO BE INTERMITTENTLY IRRIGATED ARE PLANTING AREAS WITH XERIC PLANT MATERIAL THAT WILL BE IRRIGATED UNTIL ESTABLISHED. ONCE ESTABLISHED ONLY OCCASIONAL SUPPLEMENTAL WATERING WILL BE NECESSARY DURING PERIODS OF EXCESSIVE DROUGHT.

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

LANDSCAPE DETAILS

3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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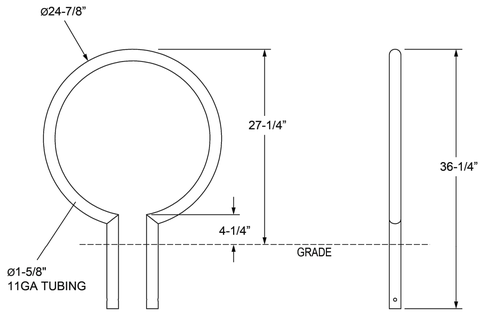
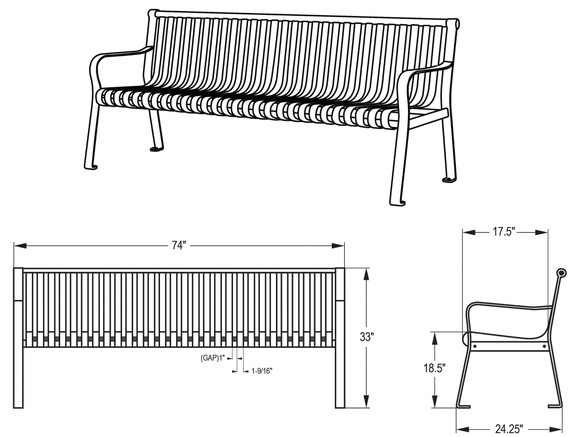
SHEET NUMBER
L3.90



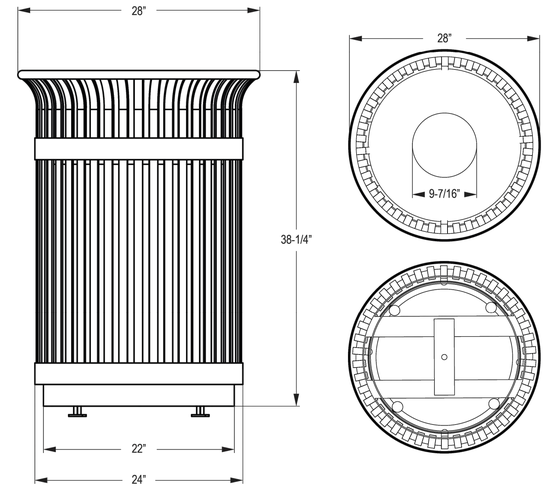
BELSON.COM, 2-BIKE OPAL CIRCULAR BIKE RACK,
GALVANIZED STEEL, IN-GROUND MOUNT
BLACK POWDER-COATED PAINT
MODEL # OPR-2-IG-G

E 2 BIKE CIRCULAR BIKE RACK
NOT TO SCALE



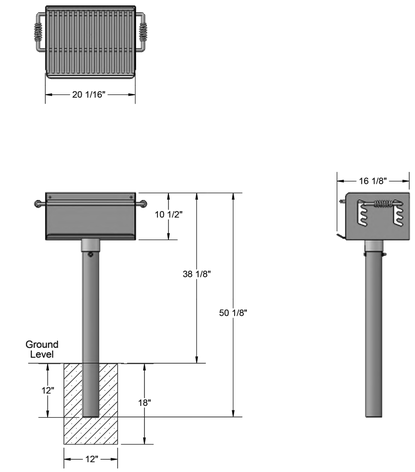
BELSON.COM, STEEL BENCH W/ STRAIGHT BACK,
STEEL, SURFACE MOUNT
BLACK RIVER PAINT FINISH
MODEL # CBPB-65B-BK

F STEEL BENCH
NOT TO SCALE



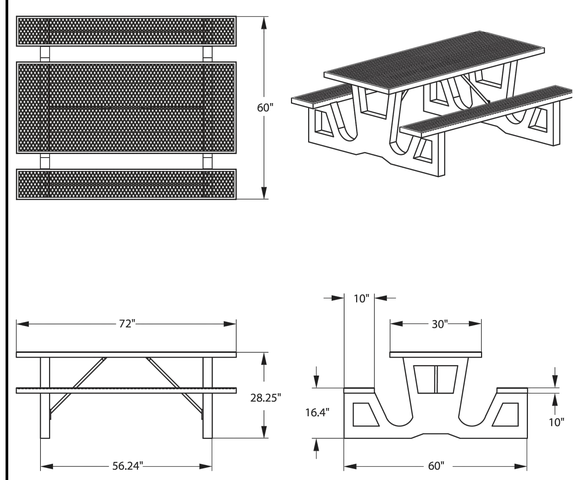
BELSON.COM, FLARE TOP TRASH RECEPTACLE,
STEEL, SURFACE MOUNT
BLACK RIVER PAINT FINISH
MODEL # CBTR-FT-BK

G TRASH RECEPTACLE
NOT TO SCALE



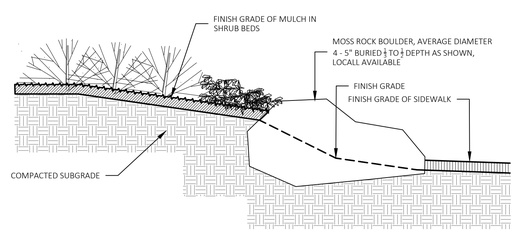
THEPARKCATALOG.COM, ROTATING PEDESTAL GRILL
SURFACE MOUNT
ITEM # 398-1488

H PARK GRILL
NOT TO SCALE

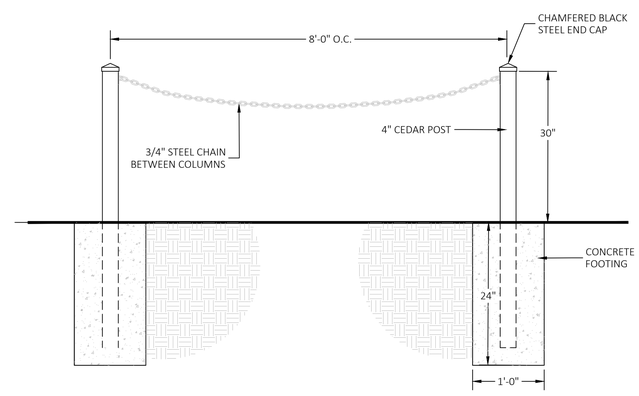


BELSON.COM, STEEL AND CONCRETE PICNIC TABLE,
MODEL # CPT6

I PICNIC TABLE
NOT TO SCALE



J BOULDER PLACEMENT
NOT TO SCALE



K BOLLARD AND CHAIN FENCE
NOT TO SCALE

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
LANDSCAPE DETAILS
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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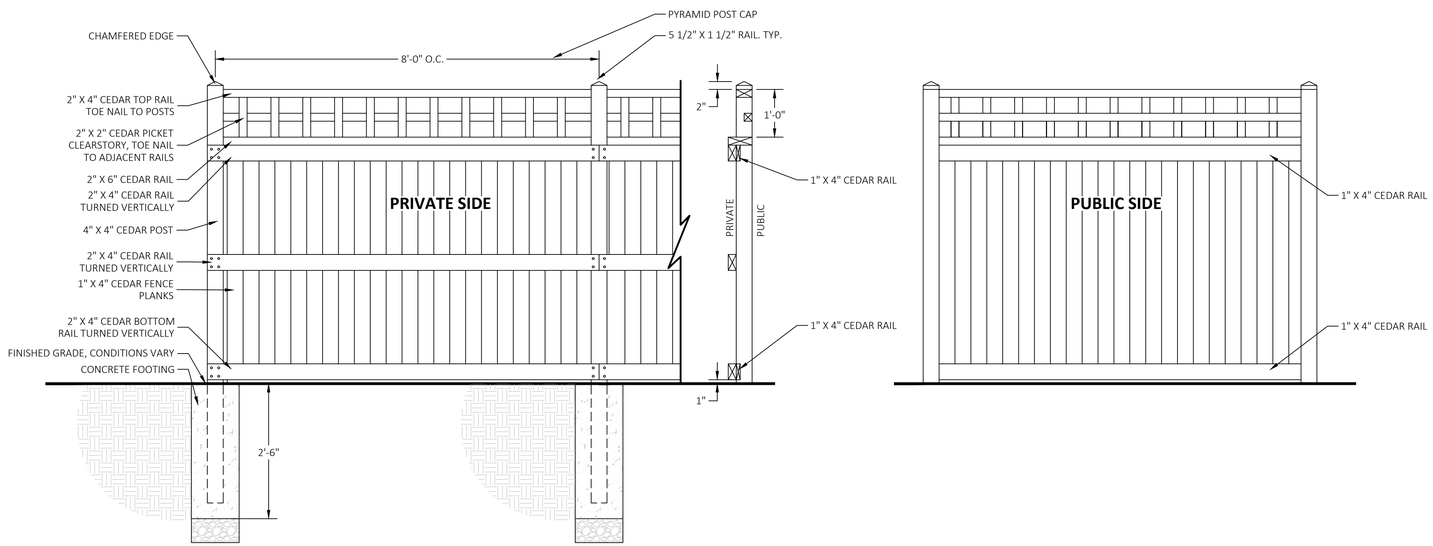
SHEET NUMBER
L3.91



L HOMEBUILDER FENCE
NOT TO SCALE

MANUFACTURER: MILE HIGH PLAY STATIONS
INSTALL PER MANUFACTURERS SPECIFICATIONS

M PLAYGROUND - MAIN STRUCTURE
NOT TO SCALE

MANUFACTURER: PLAYSLI
INSTALL PER MANUFACTURERS SPECIFICATIONS

N PLAYGROUND - SWING SET
NOT TO SCALE

O PLAYGROUND - MISC EQUIPMENT
NOT TO SCALE

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
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TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
LANDSCAPE DETAILS
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
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DATE : 06/28/2022

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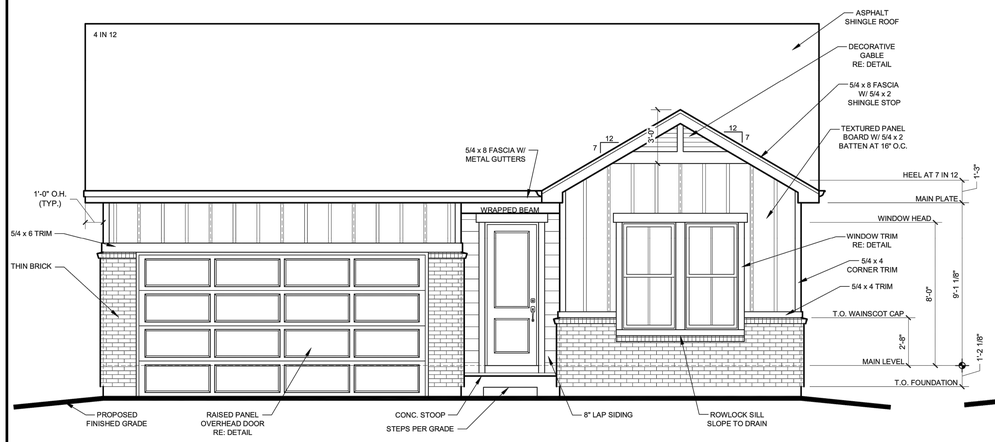
SHEET NUMBER
L3.92

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

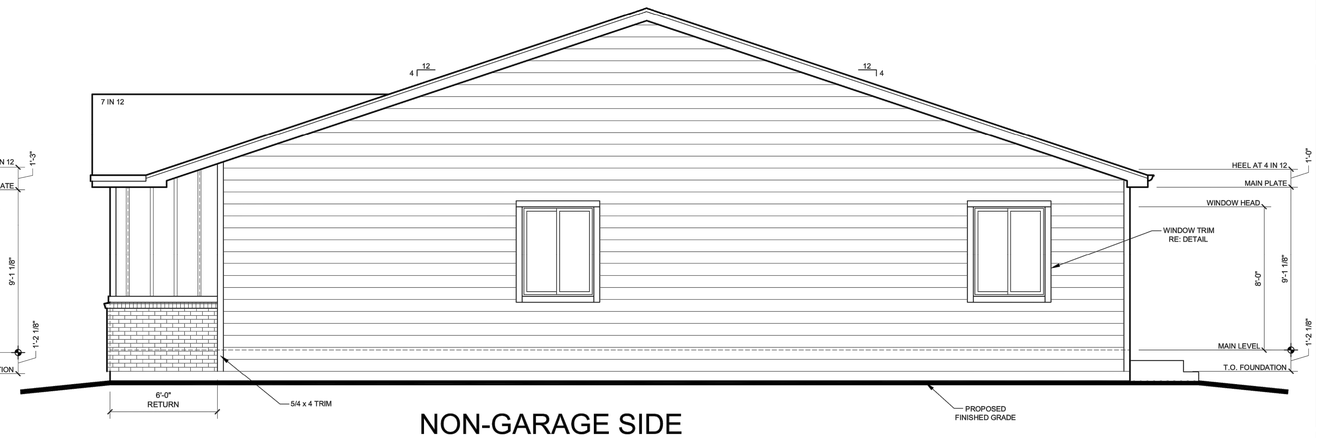
MODEL JTF-39102 ELEVATIONS



1 FRONT ELEVATION - 'A'

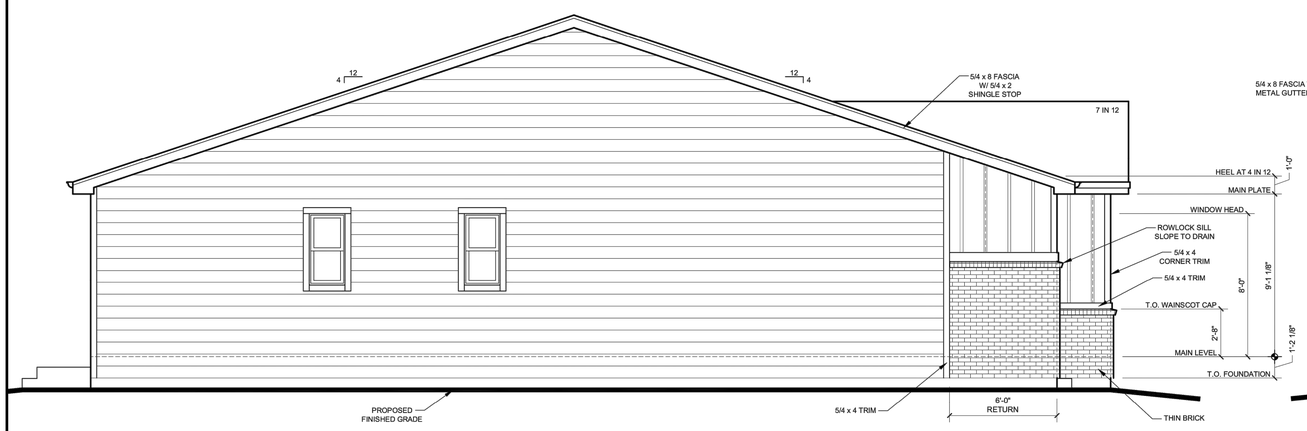
FARMHOUSE
32% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



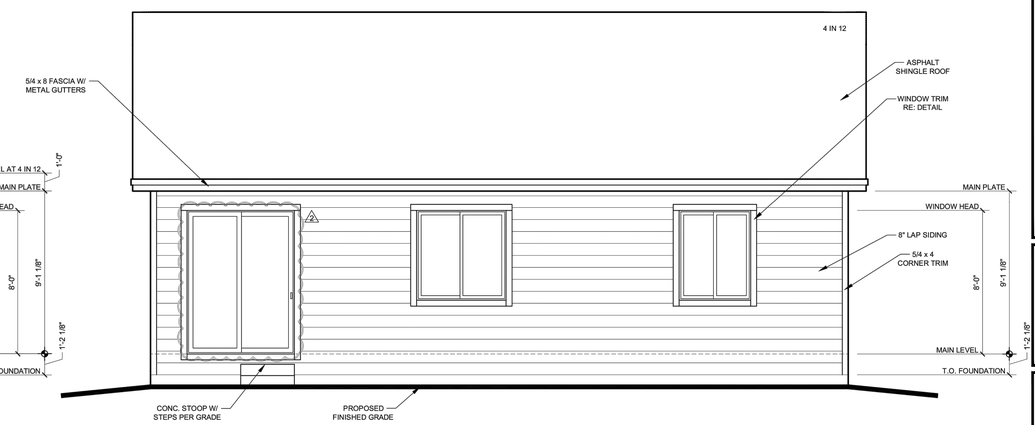
2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-39102
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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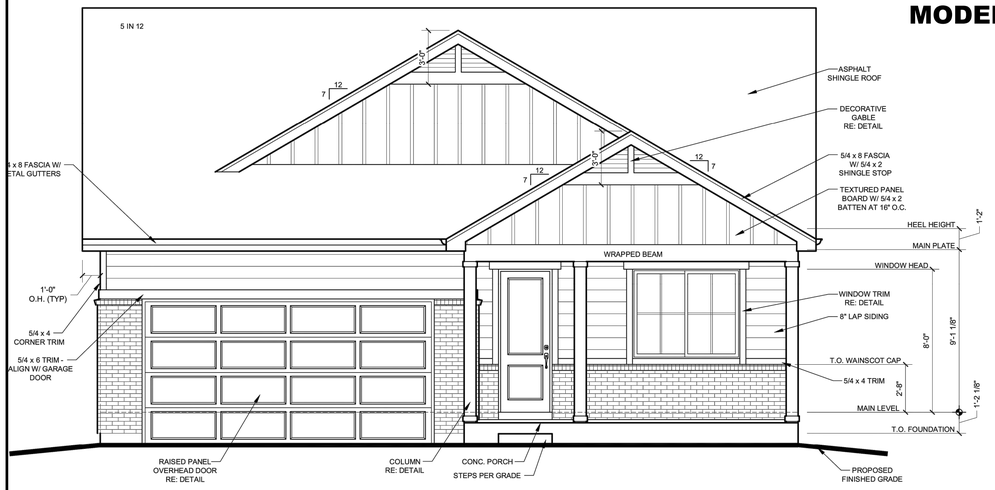
SHEET NUMBER
A1
23 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

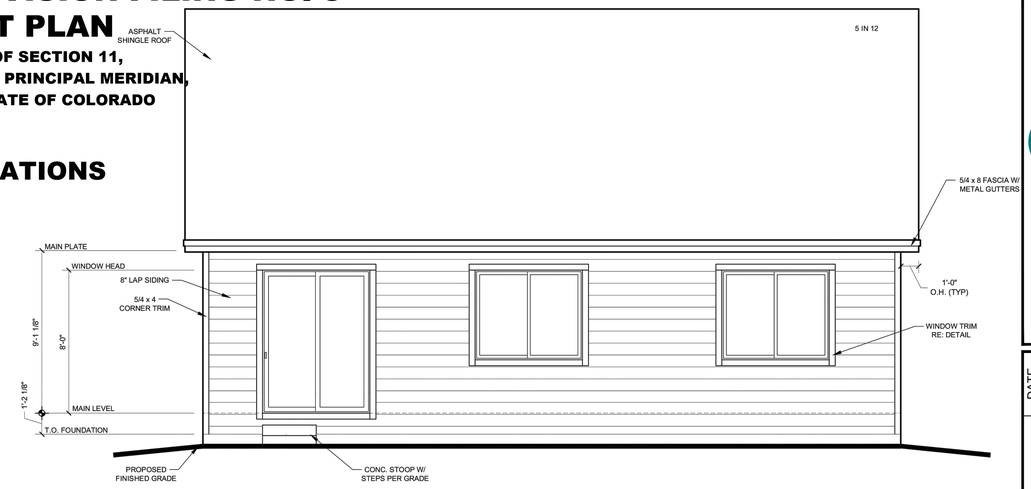
MODEL JTF-39123 ELEVATIONS



1 FRONT ELEVATION - 'A'

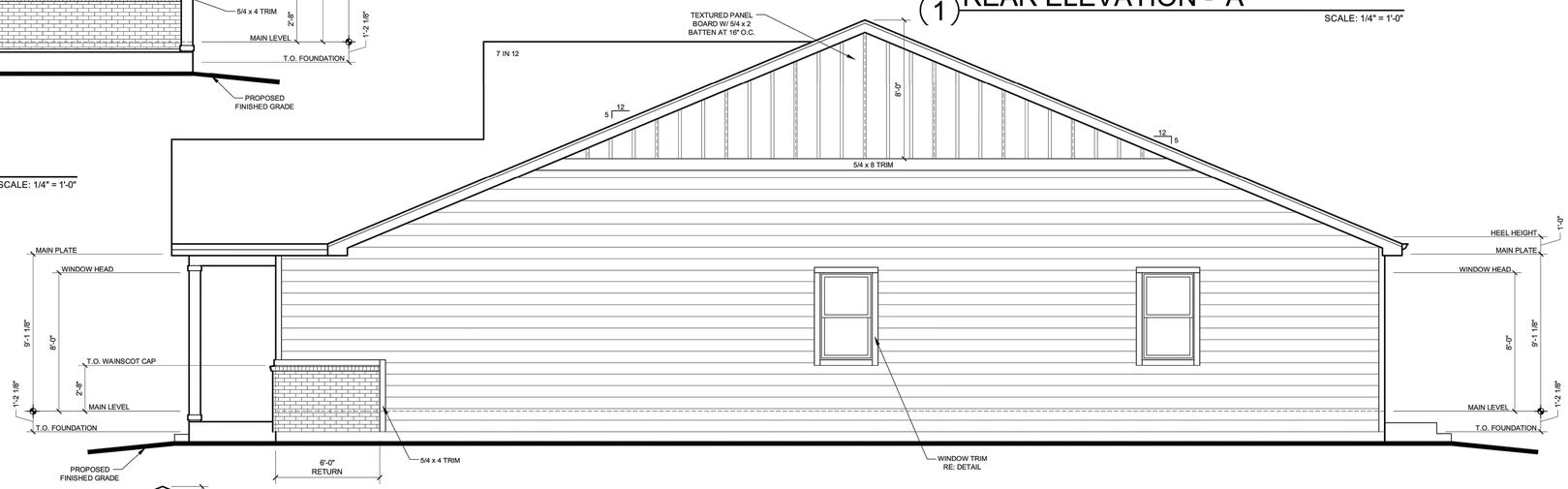
FARMHOUSE
32% MASONRY
10% GLAZING

SCALE: 1/4" = 1'-0"



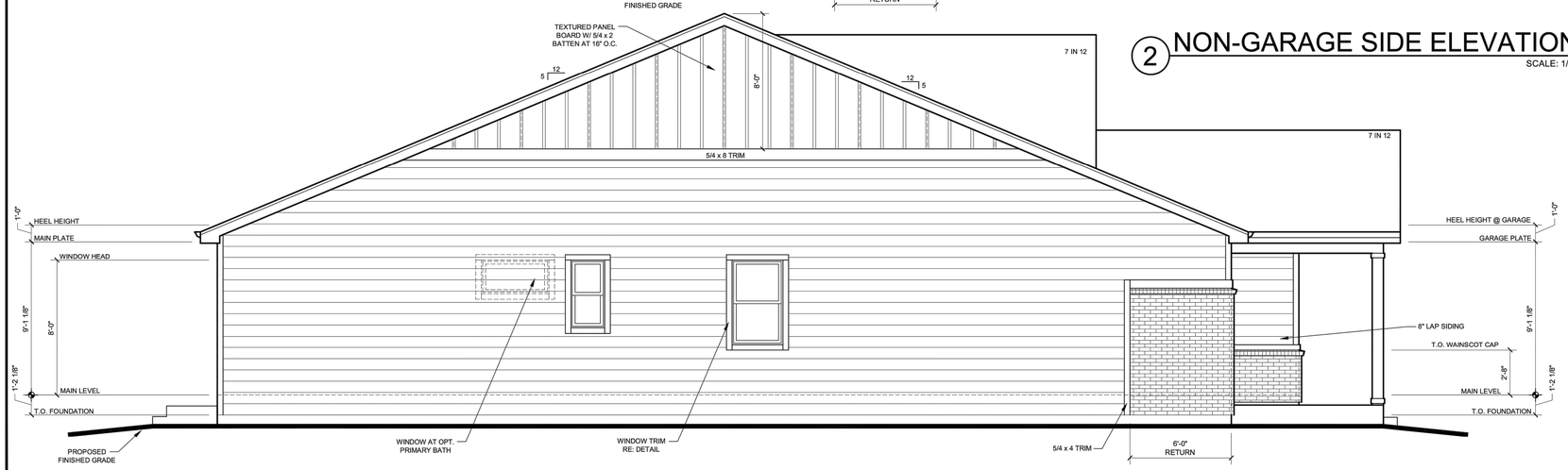
1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-39123
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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SHEET NUMBER
A2

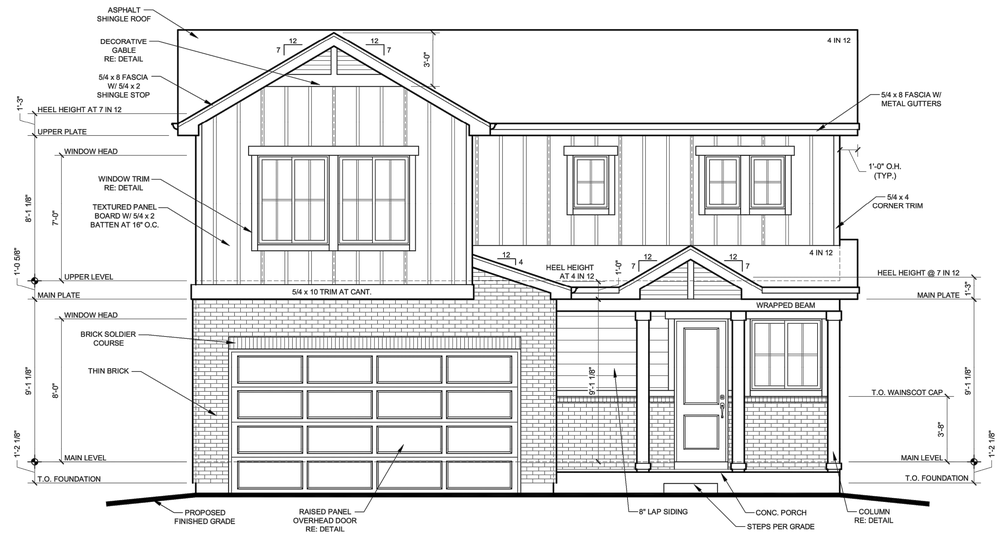
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

MODEL JTF-36204 ELEVATIONS

3 REAR ELEVATION - 'A'

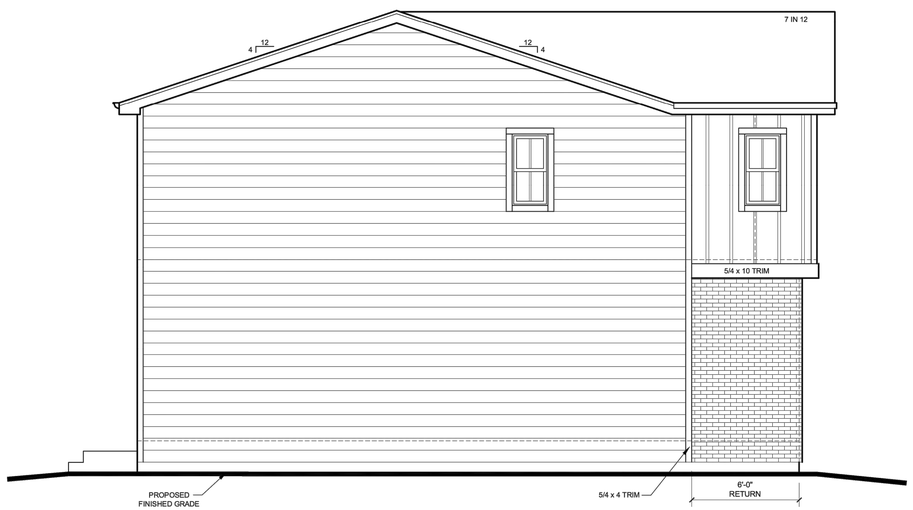
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION - 'A'

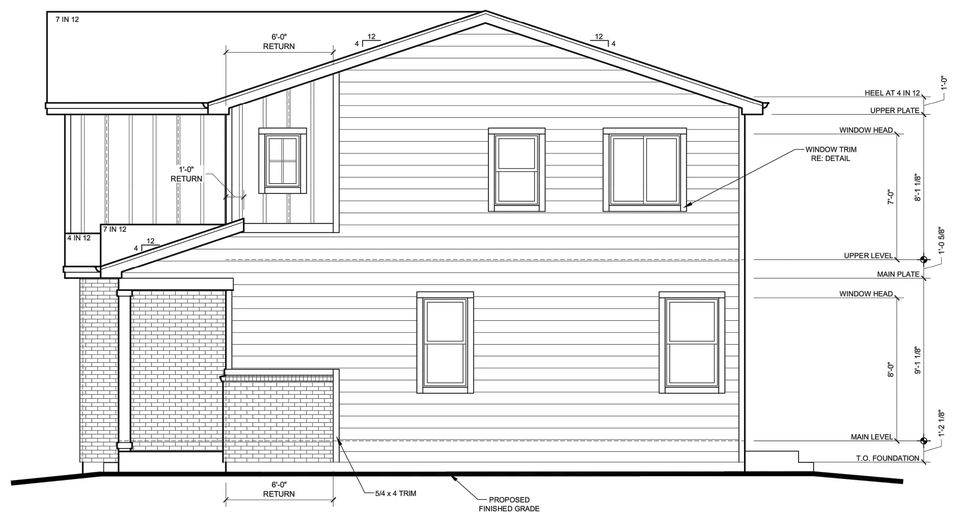
FARMHOUSE
33% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



4 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-36204
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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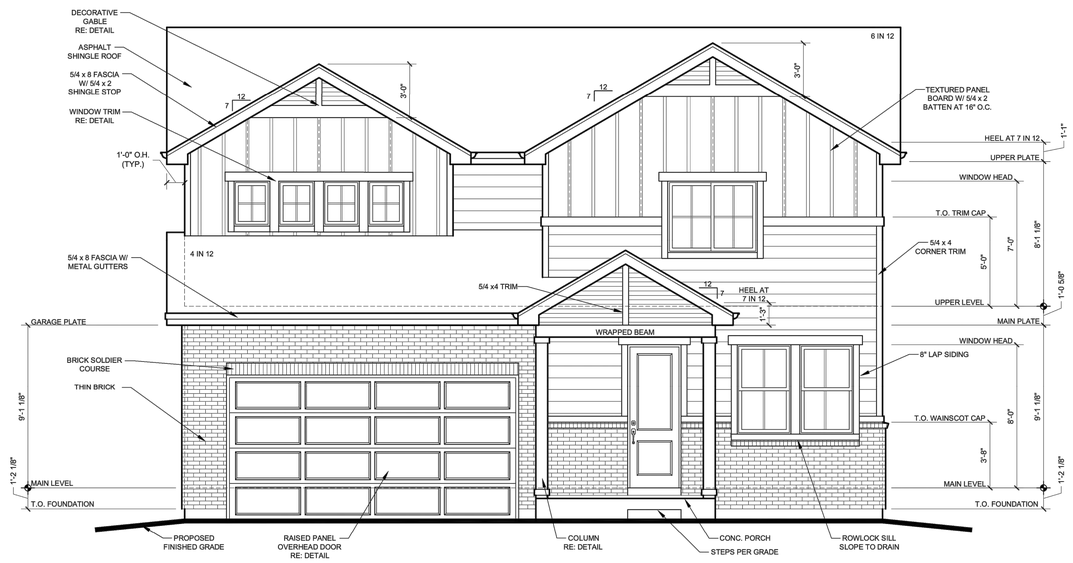
SHEET NUMBER
A3
25 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

MODEL JTF-36205 ELEVATIONS



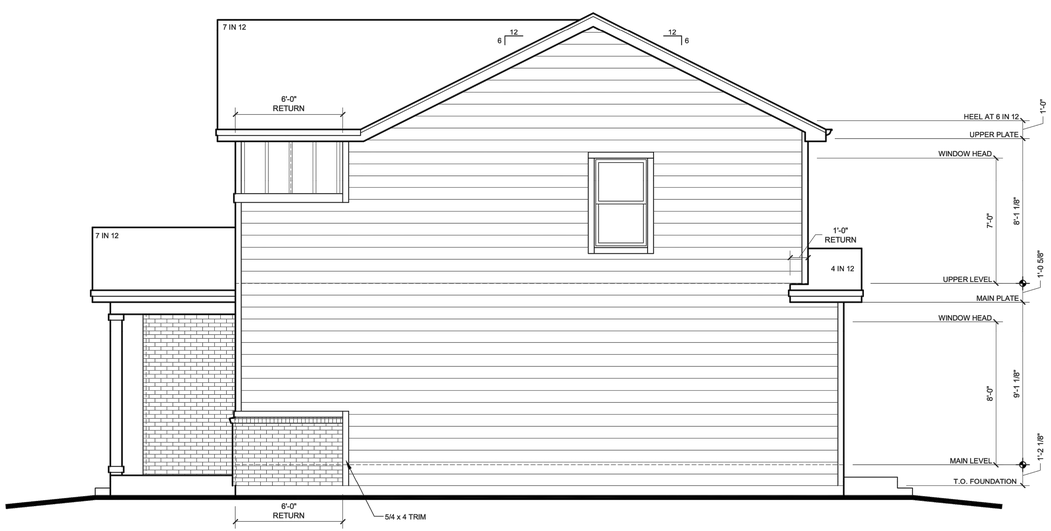
1 FRONT ELEVATION - 'A'

FARMHOUSE
30% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"

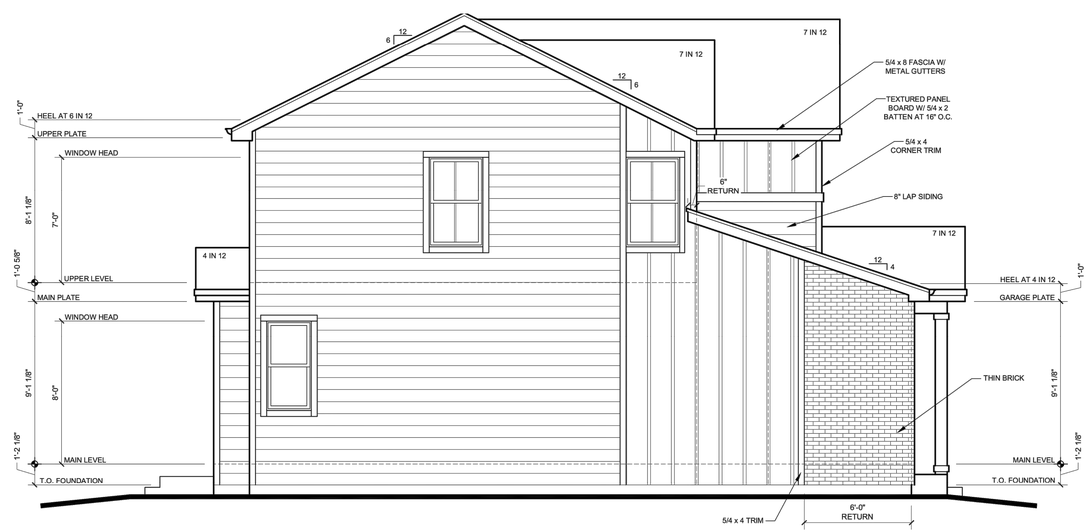
1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

BUILDING ELEVATIONS - JTF-36205

JOHNSTOWN, CO

PROJ NO: 210259

ENG : EAP/DDK

DATE : 12/22/2022

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SHEET NUMBER

A4

26 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

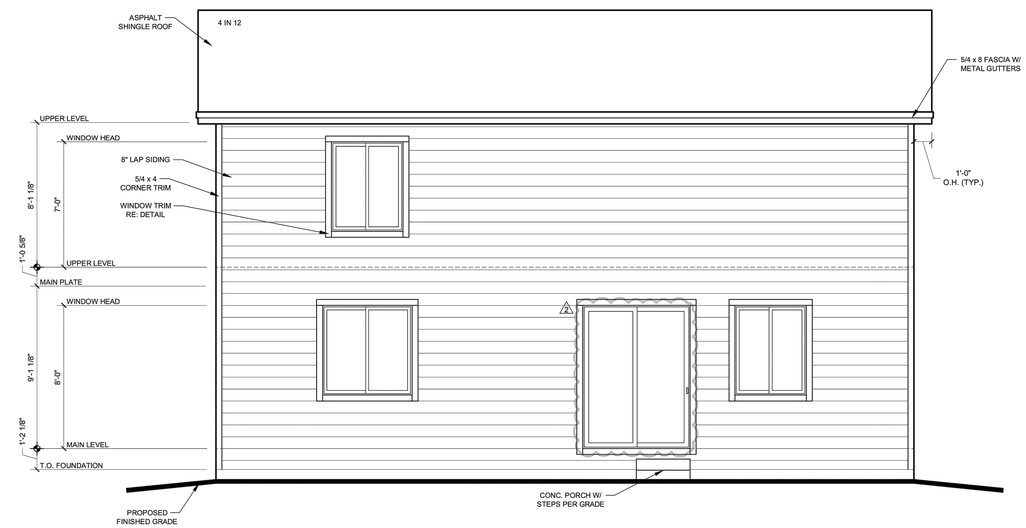
SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

MODEL JTF-36206 ELEVATIONS

1 FRONT ELEVATION - 'A'

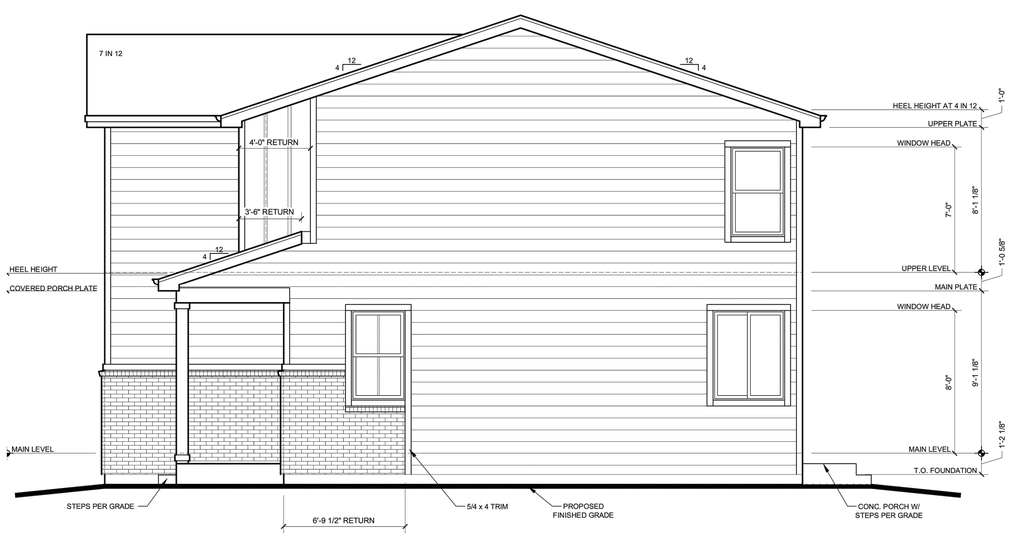
FARMHOUSE
30% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



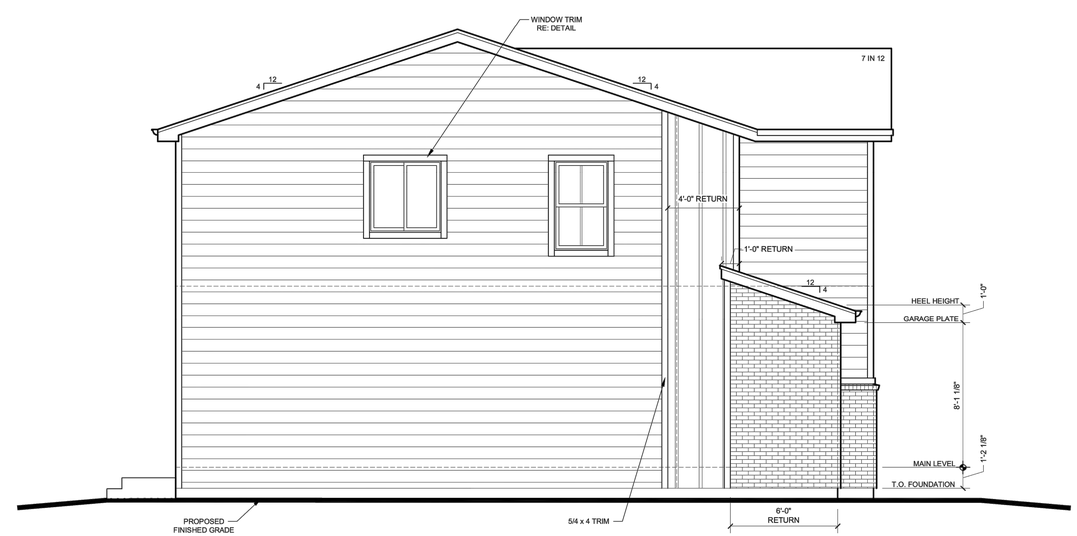
1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-36206
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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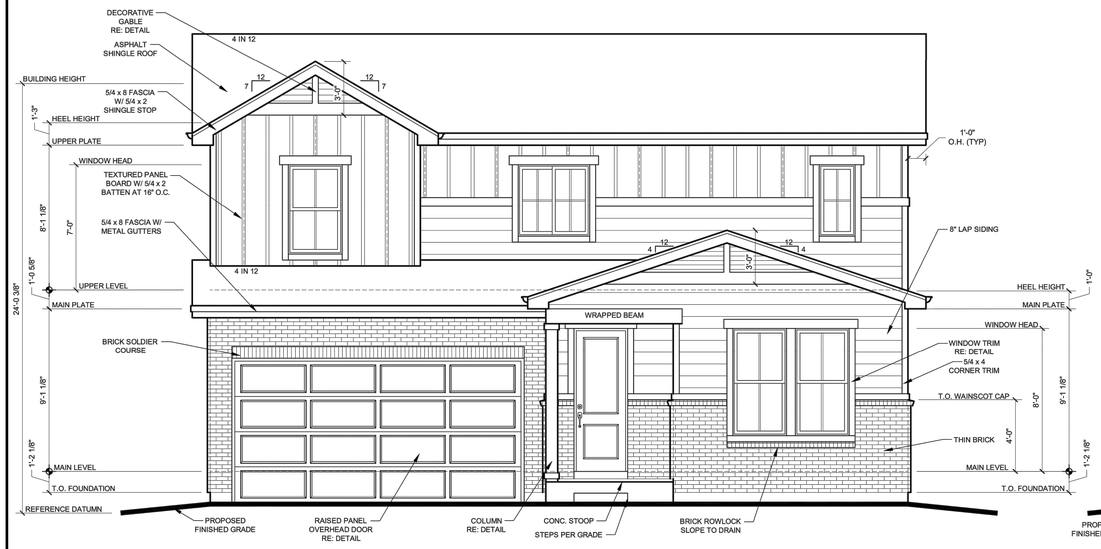
SHEET NUMBER
A5
27 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

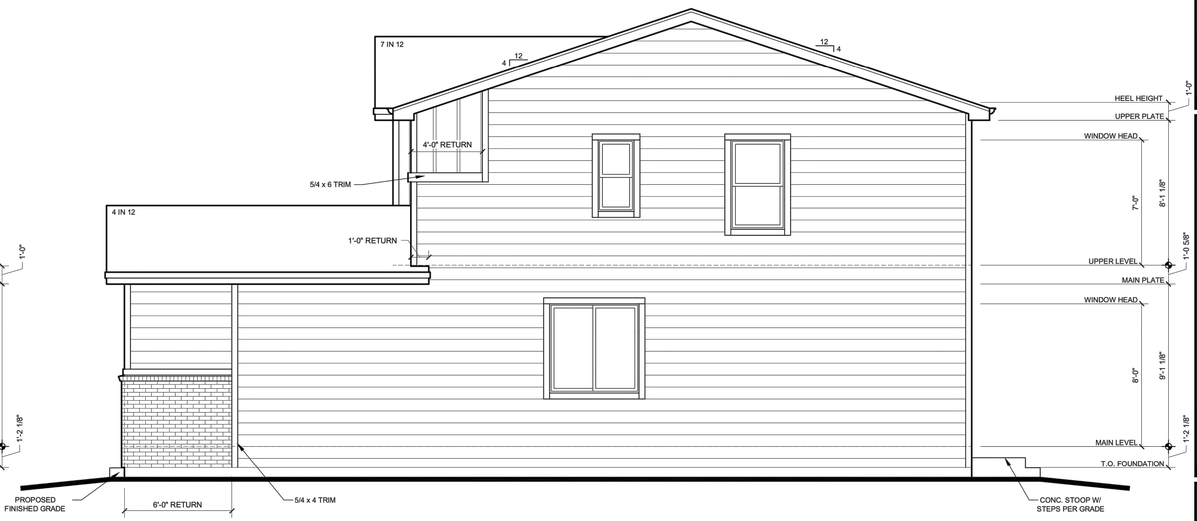
MODEL JTF-39208 ELEVATIONS



1 FRONT ELEVATION - 'A'

FARMHOUSE
30% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"

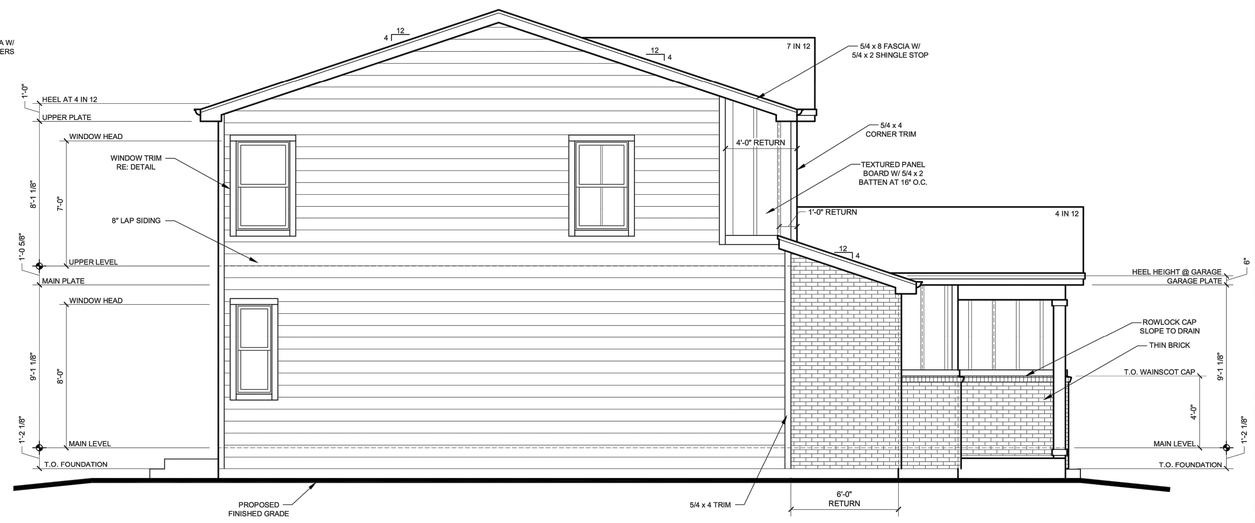


2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-39208
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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SHEET NUMBER
A6
28 OF 28

VICINITY MAP

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

A SUBDIVISION OF
TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX:

SHEET 1: COVER AND OVERALL PLAT
SHEET 2: TRACT D & E SUBDIVISION DETAIL AND ADDITIONAL NOTES
SHEET 3: TRACT G SUBDIVISION DETAIL

PURPOSE STATEMENT

THIS PLAT SUBDIVIDES TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO.2 AND DEDICATES RIGHT OF WAY.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;

CONTAINING 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.

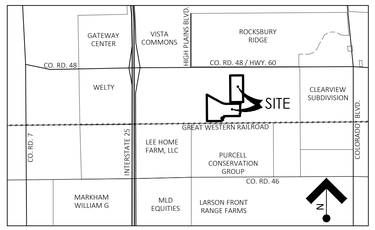
MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

N
0 75 150 300
SCALE 1" = 150'



VICINITY MAP
Scale 1" = 3,500'

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK CENTER, LLC . BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.

HAS SURVEYED, LAID OUT, SUBDIVIDED, AND PLATTED THE SAME INTO RIGHT-OF-WAY, TRACTS, BLOCKS, LOTS AND OUTLOTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, 20__.

LEDGE ROCK CENTER, LLC

BY: _____
MICHEL SCHLUP, MEMBER

NOTARIAL:

STATE OF _____)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20___ A.D.

BY _____ AS _____ OF

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TOWN APPROVAL:

THIS PLAT, TO BE KNOWN AS EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, 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 _____ 20___.

BY: _____ ATTEST: _____.
MAYOR TOWN CLERK

SURVEYING CERTIFICATE:

I, CAMERON M. WATSON, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3 BEING A SUBDIVISION OF TRACTS C AND D OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2 WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS _____ DAY OF _____, 2022.

CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARYL AVE
LITTLETON, CO 80128
(702) 258-6836
cwatson@pnt-llc.com

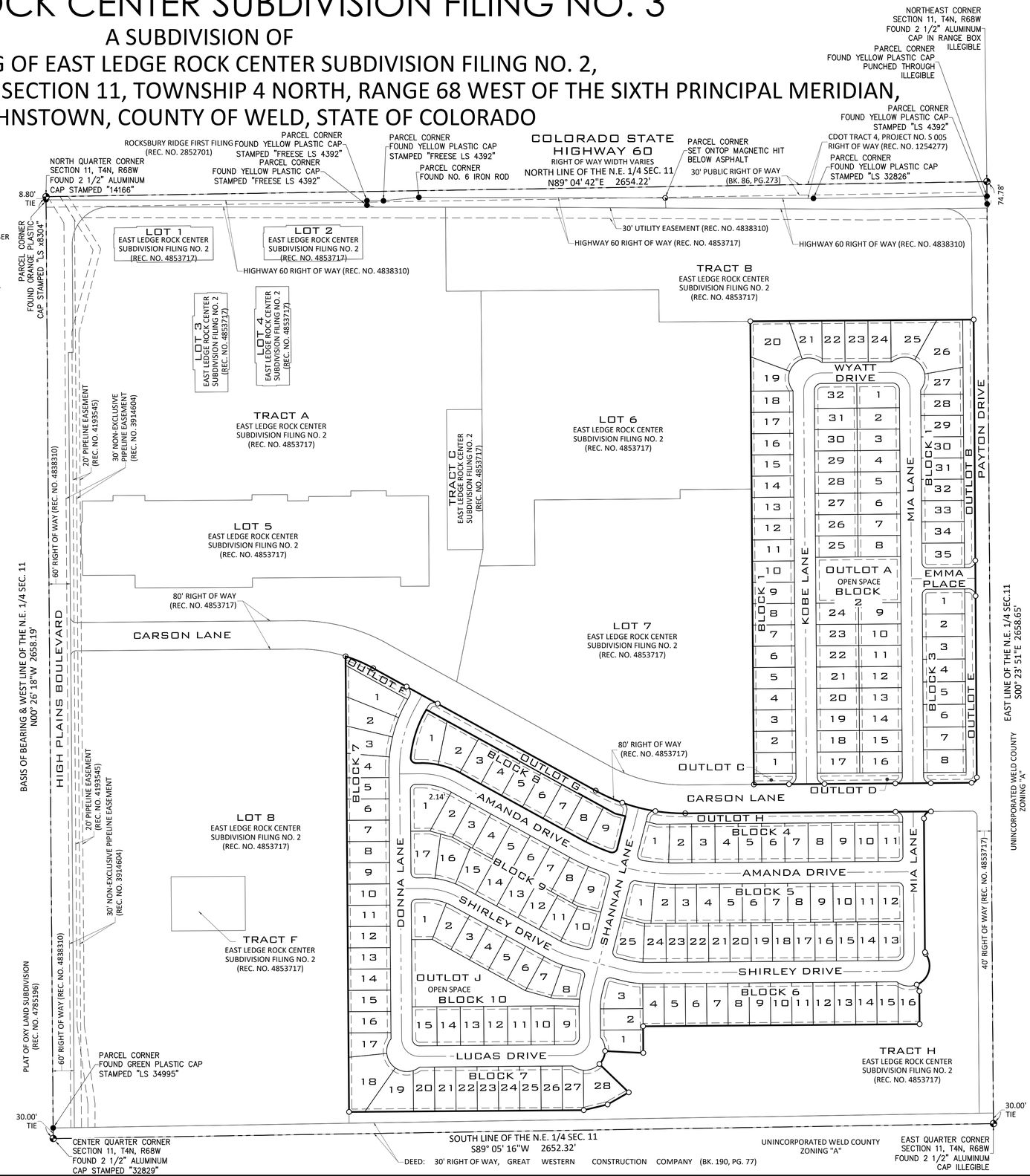
OUTLOT SUMMARY CHART			
PARCEL	OWNERSHIP	MAINTENANCE	USE
OUTLOT A	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, POCKET PARK
OUTLOT B	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT C	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT D	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT E	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT F	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT G	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT H	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT J	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, POCKET PARK

SURVEYOR'S NOTES:

1. 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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TWO (2) TITLE COMMITMENTS
   - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:
   ORDER NO. FCC25186901-3, EFFECTIVE DATE OF MAY 25, 2021 AT 5:00 P.M.
   - CHICAGO TITLE OF COLORADO:
   ORDER NO. C2070545-100-1EM-CPF, EFFECTIVE DATE OF MARCH 18, 2022.
3. PUBLISHED PROPERTY ADDRESS:
   VACANT LAND, CO.
4. THE SUBJECT PROPERTY CONTAINS 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.
5. UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FOOT.
6. BASIS OF BEARINGS: BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N00°26'18"W.
7. FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 08069C1405G, WITH AN EFFECTIVE DATE OF JANUARY 15, 2021, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION:ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GENERAL NOTES:

1. 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.
2. 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.



POINT CONSULTING, LLC
8460 W KEN CARYL AVE # 101
LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

PREPARED UNDER THE DIRECT SUPERVISION OF CAMERON M. WATSON COLORADO LICENSE NO. 38311 FOR AND ON BEHALF OF POINT CONSULTING, LLC

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
JOHNSTOWN, COLORADO

DATE	DESCRIPTION
10.11.2022	ORIGINAL PREPARATION
11.08.2022	TOWN COMMENTS

PLAT EXHIBIT
JOB NO. 21.022
SHEET 1/3

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

A SUBDIVISION OF

TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX:

SHEET 1: COVER AND OVERALL PLAT
SHEET 2: TRACTS D & E SUBDIVISION DETAIL AND ADDITIONAL NOTES
SHEET 3: TRACT G SUBDIVISION DETAIL

GENERAL PLAT NOTES:

1. FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON SITE.
2. THE DIRECTOR'S PARCEL FOR LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO 2 PREVIOUSLY DESIGNATED AS TRACT E OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2 HAS BEEN REPLATTED AS OUTLOT A AND REMAINS FOR THE PURPOSE OF LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE AND OWNED BY THE APPROPRIATE DISTRICT BOARD OF DIRECTORS.
3. OUTLOTS B, C, D, E, F, G, H, AND J ARE TO BE OWNED BY AN OWNERS ASSOCIATION AS OPEN SPACE FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.
4. UTILITY EASEMENTS DEPICTED ALONG THE BACK AND SIDES OF INDIVIDUAL LOTS ARE TO BE 8' IN WIDTH EXCEPT ALONG ADJOINING RIGHT-OF-WAYS.
5. UTILITY EASEMENTS DEPICTED ALONG THE FRONTAGE OF LOTS AND LOT LINES ADJOINING RIGHT-OF-WAYS ARE TO BE 10' IN WIDTH.
6. CURVE RADIUSES MAKING UP THE EXTENTS OF PERPENDICULAR ROADWAY INTERSECTIONS ARE NOMINALLY 15', EXCEPT FOR WHEN AN 80' RIGHT-OF-WAY IS INVOLVED AND THE NOMINAL RADIUS IS 20'.
7. LOT LINES ARE PERPENDICULAR TO EACH OF THEIR ADJOINING LOT LINES UNLESS OTHERWISE NOTED WITH A BEARING CALL.

ADDITIONAL PLAT NOTES:

1. MAINTENANCE NOTE: MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
2. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN 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 OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

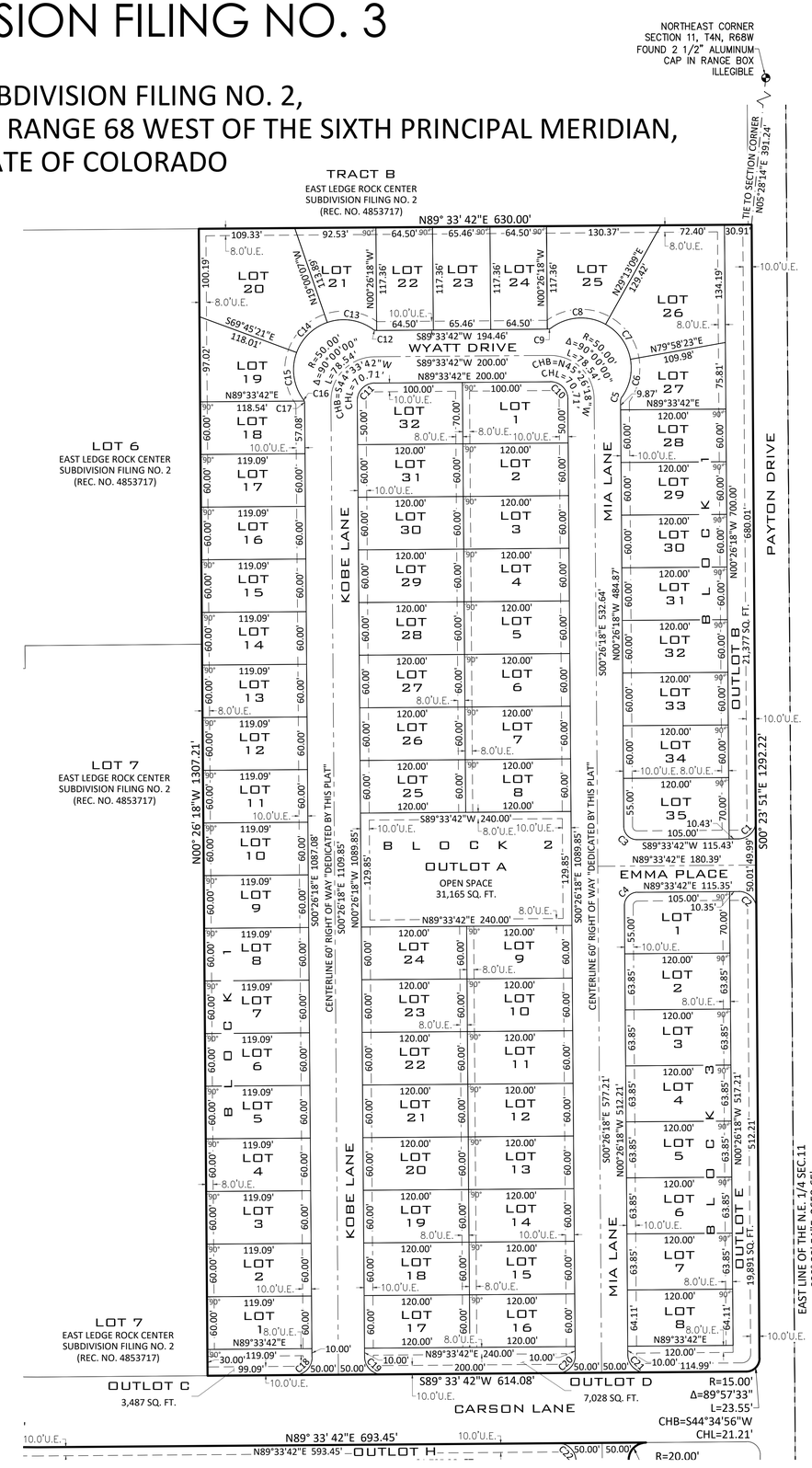
N

0 37.5 75 150

SCALE 1" = 75'

CURVE TABLE - THIS SHEET

TAG #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.40'	20.00'	89°57'33"	S44°34'57"W	28.27'
C2	31.43'	20.00'	90°02'27"	S45°25'05"E	28.29'
C3	23.56'	15.00'	90°00'00"	N45°26'18"W	21.21'
C4	23.56'	15.00'	90°00'00"	N44°33'42"E	21.21'
C5	5.01'	8.00'	35°54'44"	N17°31'04"E	4.93'
C6	45.27'	57.00'	45°30'03"	S12°43'24"W	44.09'
C7	50.49'	57.00'	50°45'14"	S35°24'14"E	48.86'
C8	65.23'	57.00'	65°34'11"	N86°26'04"E	61.73'
C9	5.01'	8.00'	35°54'44"	N71°36'20"E	4.93'
C10	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C11	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C12	5.01'	8.00'	35°54'44"	S72°28'56"E	4.93'
C13	54.19'	57.00'	54°28'33"	S81°45'51"E	52.18'
C14	50.49'	57.00'	50°45'14"	N45°37'16"E	48.86'
C15	56.30'	57.00'	56°35'41"	N08°03'11"W	54.04'
C16	2.03'	8.00'	14°32'28"	N29°04'48"W	2.02'
C17	2.98'	8.00'	21°22'15"	N11°07'26"W	2.97'
C18	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C19	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C20	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C21	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'



Parcel Table			Parcel Table			Parcel Table			Parcel Table		
Parcel #	SQ. FT.	ACRES	Parcel #	SQ. FT.	ACRES	Parcel #	SQ. FT.	ACRES	Parcel #	SQ. FT.	ACRES
BLOCK 1 LOT 1	7,145	0.164	BLOCK 1 LOT 31	7,200	0.165	BLOCK 2 LOT 26	7,200	0.165	BLOCK 5 LOT 5	7,040	0.162
BLOCK 1 LOT 2	7,145	0.164	BLOCK 1 LOT 32	7,200	0.165	BLOCK 2 LOT 27	7,200	0.165	BLOCK 5 LOT 6	7,040	0.162
BLOCK 1 LOT 3	7,145	0.164	BLOCK 1 LOT 33	7,200	0.165	BLOCK 2 LOT 28	7,200	0.165	BLOCK 5 LOT 7	7,040	0.162
BLOCK 1 LOT 4	7,145	0.164	BLOCK 1 LOT 34	7,200	0.165	BLOCK 2 LOT 29	7,200	0.165	BLOCK 5 LOT 8	7,040	0.162
BLOCK 1 LOT 5	7,145	0.164	BLOCK 1 LOT 35	8,352	0.192	BLOCK 2 LOT 30	7,200	0.165	BLOCK 5 LOT 9	7,040	0.162
BLOCK 1 LOT 6	7,145	0.164	BLOCK 2 LOT 1	8,314	0.191	BLOCK 2 LOT 31	7,200	0.165	BLOCK 5 LOT 10	7,040	0.162
BLOCK 1 LOT 7	7,145	0.164	BLOCK 2 LOT 2	7,200	0.165	BLOCK 2 LOT 32	8,314	0.191	BLOCK 5 LOT 11	7,040	0.162
BLOCK 1 LOT 8	7,145	0.164	BLOCK 2 LOT 3	7,200	0.165	BLOCK 3 LOT 1	8,352	0.192	BLOCK 5 LOT 12	7,652	0.176
BLOCK 1 LOT 9	7,145	0.164	BLOCK 2 LOT 4	7,200	0.165	BLOCK 3 LOT 2	7,662	0.176	BLOCK 5 LOT 13	7,614	0.175
BLOCK 1 LOT 10	7,145	0.164	BLOCK 2 LOT 5	7,200	0.165	BLOCK 3 LOT 3	7,662	0.176	BLOCK 5 LOT 14	6,600	0.152
BLOCK 1 LOT 11	7,145	0.164	BLOCK 2 LOT 6	7,200	0.165	BLOCK 3 LOT 4	7,662	0.176	BLOCK 5 LOT 15	6,600	0.152
BLOCK 1 LOT 12	7,145	0.164	BLOCK 2 LOT 7	7,200	0.165	BLOCK 3 LOT 5	7,662	0.176	BLOCK 5 LOT 16	6,600	0.152
BLOCK 1 LOT 13	7,145	0.164	BLOCK 2 LOT 8	7,200	0.165	BLOCK 3 LOT 6	7,662	0.176	BLOCK 5 LOT 17	6,600	0.152
BLOCK 1 LOT 14	7,145	0.164	BLOCK 2 LOT 9	7,200	0.165	BLOCK 3 LOT 7	7,662	0.176	BLOCK 5 LOT 18	6,600	0.152
BLOCK 1 LOT 15	7,145	0.164	BLOCK 2 LOT 10	7,200	0.165	BLOCK 3 LOT 8	7,693	0.177	BLOCK 5 LOT 19	6,600	0.152
BLOCK 1 LOT 16	7,145	0.164	BLOCK 2 LOT 11	7,200	0.165	BLOCK 4 LOT 1	8,589	0.197	BLOCK 5 LOT 20	6,600	0.152
BLOCK 1 LOT 17	7,145	0.164	BLOCK 2 LOT 12	7,200	0.165	BLOCK 4 LOT 2	6,981	0.160	BLOCK 5 LOT 21	6,600	0.152
BLOCK 1 LOT 18	7,145	0.164	BLOCK 2 LOT 13	7,200	0.165	BLOCK 4 LOT 3	7,227	0.166	BLOCK 5 LOT 22	6,600	0.152
BLOCK 1 LOT 19	8,368	0.192	BLOCK 2 LOT 14	7,200	0.165	BLOCK 4 LOT 4	7,227	0.166	BLOCK 5 LOT 23	6,600	0.152
BLOCK 1 LOT 20	15,619	0.359	BLOCK 2 LOT 15	7,200	0.165	BLOCK 4 LOT 5	7,227	0.166	BLOCK 5 LOT 24	6,918	0.159
BLOCK 1 LOT 21	8,055	0.185	BLOCK 2 LOT 16	7,200	0.165	BLOCK 4 LOT 6	7,227	0.166	BLOCK 5 LOT 25	8,761	0.201
BLOCK 1 LOT 22	7,569	0.174	BLOCK 2 LOT 17	7,200	0.165	BLOCK 4 LOT 7	7,227	0.166	BLOCK 6 LOT 1	7,094	0.163
BLOCK 1 LOT 23	7,682	0.176	BLOCK 2 LOT 18	7,200	0.165	BLOCK 4 LOT 8	7,227	0.166	BLOCK 6 LOT 2	7,200	0.165
BLOCK 1 LOT 24	7,569	0.174	BLOCK 2 LOT 19	7,200	0.165	BLOCK 4 LOT 9	7,227	0.166	BLOCK 6 LOT 3	8,990	0.206
BLOCK 1 LOT 25	10,805	0.248	BLOCK 2 LOT 20	7,200	0.165	BLOCK 4 LOT 10	7,227	0.166	BLOCK 6 LOT 4	7,201	0.165
BLOCK 1 LOT 26	15,472	0.355	BLOCK 2 LOT 21	7,200	0.165	BLOCK 4 LOT 11	7,652	0.176	BLOCK 6 LOT 5	7,200	0.165
BLOCK 1 LOT 27	7,478	0.172	BLOCK 2 LOT 22	7,200	0.165	BLOCK 5 LOT 1	8,484	0.195	BLOCK 6 LOT 6	7,200	0.165
BLOCK 1 LOT 28	7,200	0.165	BLOCK 2 LOT 23	7,200	0.165	BLOCK 5 LOT 2	7,054	0.162	BLOCK 6 LOT 7	7,200	0.165
BLOCK 1 LOT 29	7,200	0.165	BLOCK 2 LOT 24	7,200	0.165	BLOCK 5 LOT 3	6,653	0.153	BLOCK 6 LOT 8	7,200	0.165
BLOCK 1 LOT 30	7,200	0.165	BLOCK 2 LOT 25	7,200	0.165	BLOCK 5 LOT 4	7,150	0.164	BLOCK 6 LOT 9	7,200	0.165

Parcel Table			Parcel Table			Parcel Table		
Parcel #	SQ. FT.	ACRES	Parcel #	SQ. FT.	ACRES	Parcel #	SQ. FT.	ACRES
BLOCK 6 LOT 10	7,200	0.165	BLOCK 7 LOT 24	7,500	0.172	BLOCK 9 LOT 17	9,943	0.228
BLOCK 6 LOT 11	7,200	0.165	BLOCK 7 LOT 25	7,500	0.172	BLOCK 10 LOT 1	8,913	0.205
BLOCK 6 LOT 12	7,200	0.165	BLOCK 7 LOT 26	7,500	0.172	BLOCK 10 LOT 2	7,379	0.169
BLOCK 6 LOT 13	7,200	0.165	BLOCK 7 LOT 27	7,258	0.167	BLOCK 10 LOT 3	6,600	0.152
BLOCK 6 LOT 14	7,200	0.165	BLOCK 7 LOT 28	10,215	0.234	BLOCK 10 LOT 4	6,600	0.152
BLOCK 6 LOT 15	7,195	0.165	BLOCK 8 LOT 1	10,876	0.250	BLOCK 10 LOT 5	6,600	0.152
BLOCK 6 LOT 16	6,548	0.150	BLOCK 8 LOT 2	9,591	0.220	BLOCK 10 LOT 6	6,600	0.152
BLOCK 7 LOT 1	12,278	0.282	BLOCK 8 LOT 3	7,370	0.169	BLOCK 10 LOT 7	6,716	0.154
BLOCK 7 LOT 2	9,971	0.229	BLOCK 8 LOT 4	7,370	0.169	BLOCK 10 LOT 8	6,487	0.149
BLOCK 7 LOT 3	8,490	0.195	BLOCK 8 LOT 5	7,370	0.169	BLOCK 10 LOT 9	7,554	0.173
BLOCK 7 LOT 4	7,679	0.176	BLOCK 8 LOT 6	7,370	0.169	BLOCK 10 LOT 10	7,260	0.167
BLOCK 7 LOT 5	7,200	0.165	BLOCK 8 LOT 7	7,370	0.169	BLOCK 10 LOT 11	7,260	0.167
BLOCK 7 LOT 6	7,200	0.165	BLOCK 8 LOT 8	7,568	0.174	BLOCK 10 LOT 12	7,395	0.170
BLOCK 7 LOT 7	7,200	0.165	BLOCK 8 LOT 9	8,527	0.196	BLOCK 10 LOT 13	7,260	0.167
BLOCK 7 LOT 8	7,200	0.165	BLOCK 9 LOT 1	11,249	0.258	BLOCK 10 LOT 14	7,260	0.167
BLOCK 7 LOT 9	7,200	0.165	BLOCK 9 LOT 2	7,503	0.172	BLOCK 10 LOT 15	7,614	0.175
BLOCK 7 LOT 10	7,200	0.165	BLOCK 9 LOT 3	6,985	0.160	OUTLOT A	31,165	0.715
BLOCK 7 LOT 11	7,200	0.165	BLOCK 9 LOT 4	6,985	0.160	OUTLOT B	21,377	0.491
BLOCK 7 LOT 12	7,200	0.165	BLOCK 9 LOT 5	6,985	0.160	OUTLOT C	3,487	0.080
BLOCK 7 LOT 13	7,200	0.165	BLOCK 9 LOT 6	6,985	0.160	OUTLOT D	7,028	0.161
BLOCK 7 LOT 14	7,200	0.165	BLOCK 9 LOT 7	6,985	0.160	OUTLOT E	19,891	0.457
BLOCK 7 LOT 15	7,200	0.165	BLOCK 9 LOT 8	7,038	0.162	OUTLOT F	5,911	0.136
BLOCK 7 LOT 16	7,200	0.165	BLOCK 9 LOT 9	8,460	0.194	OUTLOT G	19,122	0.439
BLOCK 7 LOT 17	7,214	0.166	BLOCK 9 LOT 10	8,736	0.201	OUTLOT H	21,735	0.499
BLOCK 7 LOT 18	15,043	0.345	BLOCK 9 LOT 11	7,333	0.168	OUTLOT J	45,651	1.048
BLOCK 7 LOT 19	11,173	0.256	BLOCK 9 LOT 12	7,535	0.173	ROW NORTH	169,305	3.887
BLOCK 7 LOT 20	7,398	0.170	BLOCK 9 LOT 13	7,535	0.173	ROW SOUTH	337,019	7.737
BLOCK 7 LOT 21	7,500	0.172	BLOCK 9 LOT 14	7,535	0.173			
BLOCK 7 LOT 22	7,500	0.172	BLOCK 9 LOT 15	7,697	0.177			
BLOCK 7 LOT 23	7,500	0.172	BLOCK 9 LOT 16	9,070	0.208			

POINT CONSULTING, LLC
8460 W KEN CARYL AVE # 101
LITTLETON, CO 80128
720-258-6836
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PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

PREPARED UNDER THE DIRECT SUPERVISION OF CAMERON M. WATSON COLORADO LICENSE NO. 38311 FOR AND ON BEHALF OF POINT CONSULTING, LLC

SUBDIVISION PLAT

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

JOHNSTOWN, COLORADO

DATE	DESCRIPTION
10.11.2022	ORIGINAL PREPARATION
11.08.2022	TOWN COMMENTS

TRACTS D & E RESUBDIVISION

JOB NO. 21.022

SHEET 2/3

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

A SUBDIVISION OF

TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX:

SHEET 1: COVER AND OVERALL PLAT
SHEET 2: TRACT D & E SUBDIVISION DETAIL AND ADDITIONAL NOTES
SHEET 3: TRACT G SUBDIVISION DETAIL

CURVE TABLE - THIS SHEET					
TAG #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C18	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C19	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C20	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C21	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C22	31.42'	20.00'	90°00'00"	S45°26'17"E	28.28'
C23	23.56'	15.00'	90°00'00"	N44°33'42"E	21.21'
C24	23.56'	15.00'	90°00'00"	N45°26'18"W	21.21'
C25	31.42'	20.00'	90°00'00"	N44°33'42"E	28.28'
C26	55.24'	57.00'	55°31'50"	N83°53'37"W	53.11'
C27	1.59'	57.00'	1°36'08"	N55°19'38"W	1.59'
C28	5.01'	8.00'	35°54'44"	N72°28'56"W	4.93'
C29	11.96'	220.00'	3°06'50"	S88°52'53"E	11.95'
C30	44.80'	220.00'	11°40'05"	S81°29'25"E	44.73'
C31	23.56'	15.00'	90°00'00"	S30°39'23"E	21.21'
C32	23.56'	15.00'	90°00'00"	S59°20'37"W	21.21'
C33	46.52'	220.00'	12°06'56"	S69°35'54"E	46.43'
C34	9.14'	220.00'	2°22'47"	S62°21'03"E	9.14'
C35	46.27'	280.00'	9°28'04"	N65°53'41"W	46.22'
C36	24.57'	280.00'	5°01'40"	N73°08'33"W	24.56'
C37	23.56'	15.00'	90°00'00"	N30°39'23"W	21.21'
C38	33.66'	230.00'	8°23'11"	N10°09'02"E	33.63'
C39	5.65'	230.00'	1°24'26"	N00°15'55"E	5.65'
C40	31.42'	20.00'	90°00'00"	N44°33'42"E	28.28'
C41	12.85'	280.00'	2°37'49"	N89°07'23"W	12.85'
C42	59.38'	280.00'	12°09'06"	N81°43'56"W	59.27'
C43	23.56'	15.00'	90°00'00"	S59°20'37"W	21.21'
C44	43.86'	170.00'	14°46'55"	S06°57'10"W	43.74'
C45	5.01'	8.00'	35°54'44"	S18°23'40"E	4.93'
C46	39.06'	57.00'	39°15'37"	S16°43'13"E	38.30'
C47	49.97'	57.00'	50°13'43"	S69°08'39"W	48.38'
C48	31.05'	57.00'	31°12'55"	N70°08'02"W	30.67'
C49	5.01'	8.00'	35°54'44"	N72°28'56"W	4.93'
C50	5.01'	8.00'	35°54'44"	S71°36'20"W	4.93'
C51	18.18'	57.00'	18°16'30"	S62°47'14"W	18.10'
C52	52.73'	57.00'	53°00'26"	N81°34'18"W	50.87'
C53	48.99'	57.00'	49°14'55"	N30°26'38"W	47.50'
C54	41.08'	57.00'	41°17'36"	N14°49'38"E	40.20'
C55	5.01'	8.00'	35°54'44"	N17°31'04"E	4.93'
C56	31.42'	20.00'	90°00'00"	S45°26'18"E	28.28'
C57	23.56'	15.00'	90°00'00"	S44°33'42"W	21.21'
C58	64.82'	170.00'	21°50'45"	N79°30'55"W	64.43'
C59	22.05'	170.00'	7°25'53"	N64°52'36"W	22.03'
C60	26.10'	230.00'	6°30'05"	S64°24'42"E	26.08'
C61	59.97'	230.00'	14°56'21"	S75°07'54"E	59.80'
C62	31.46'	230.00'	7°50'13"	S86°31'11"E	31.44'
C63	23.56'	15.00'	90°00'00"	S45°26'18"E	21.21'
C64	23.56'	15.00'	90°00'00"	S44°33'42"W	21.21'
C65	89.00'	170.00'	29°59'50"	N75°26'23"W	87.99'
C66	65.73'	230.00'	16°22'29"	S70°11'27"E	65.51'
C67	48.41'	230.00'	12°03'37"	S84°24'30"E	48.32'
C68	25.13'	15.00'	95°58'59"	S42°26'48"E	22.29'
C69	132.13'	325.00'	23°17'39"	S17°11'31"W	131.22'
C70	31.42'	20.00'	90°00'00"	N73°50'21"E	28.28'
C71	31.42'	20.00'	90°00'00"	S16°09'39"E	28.28'
C72	47.07'	385.00'	7°00'18"	N25°20'12"E	47.04'
C73	57.09'	385.00'	8°29'46"	N17°35'10"E	57.04'
C74	57.09'	385.00'	8°29'46"	N09°05'24"E	57.04'
C75	35.48'	385.00'	5°16'49"	N02°12'07"E	35.47'
C76	57.45'	610.00'	5°23'47"	N63°51'33"W	57.43'
C77	52.91'	610.00'	4°58'12"	N69°02'33"W	52.90'
C78	22.48'	15.00'	85°52'16"	N28°35'31"W	20.44'
C79	22.48'	15.00'	85°52'16"	S57°16'45"W	20.44'
C80	52.91'	610.00'	4°58'12"	N82°16'13"W	52.90'
C81	58.12'	610.00'	5°27'32"	N87°29'04"W	58.10'
C82	2.39'	610.00'	0°13'28"	S89°40'26"W	2.39'
C83	20.22'	550.00'	2°06'24"	S89°23'06"E	20.22'
C84	75.36'	550.00'	7°51'01"	S84°24'23"E	75.30'
C85	24.83'	15.00'	94°49'30"	S33°04'08"E	22.09'
C86	29.53'	20.00'	84°36'30"	N56°38'53"E	26.92'
C87	84.40'	515.00'	9°23'25"	S85°44'36"E	84.31'
C88	29.55'	20.00'	84°40'00"	S27°59'23"E	26.94'
C89	82.35'	515.00'	9°09'43"	S65°44'31"E	82.26'
C90	24.83'	15.00'	94°49'30"	N61°45'22"E	22.09'
C91	74.67'	550.00'	7°46'44"	S66°56'31"E	74.62'
C92	18.16'	550.00'	1°53'29"	S62°06'24"E	18.16'
C93	20.03'	230.00'	4°59'19"	N03°27'47"E	20.02'

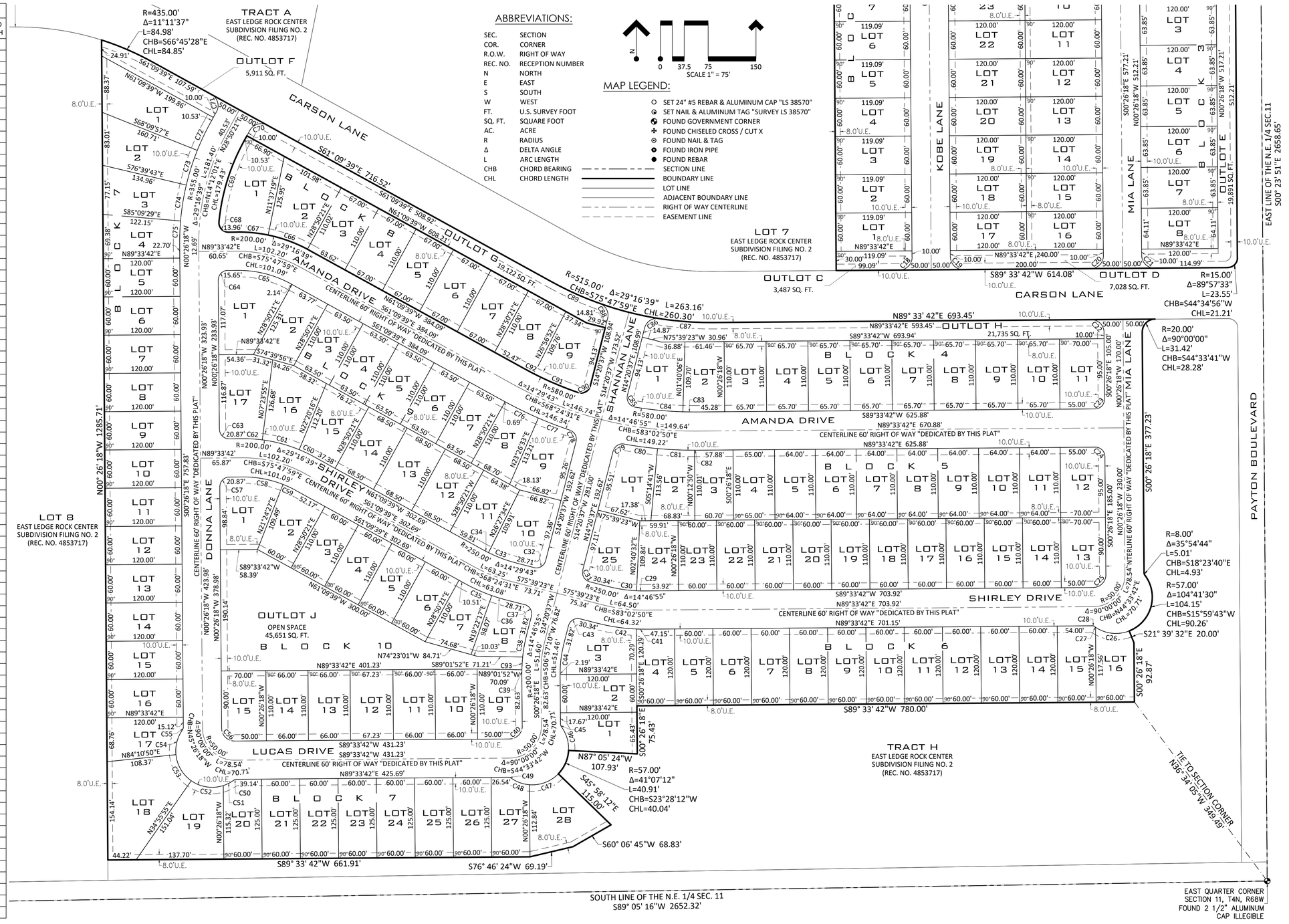
ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

N
0 37.5 75 150
SCALE 1" = 75'

MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE



POINT CONSULTING, LLC
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PLANNING
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LANDSCAPE ARCHITECTURE
LAND SURVEYING

PREPARED UNDER THE DIRECT SUPERVISION OF KARL ANTON M. WATSON COLORADO LICENSE NO. 38311 FOR AND ON BEHALF OF POINT CONSULTING, LLC

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
JOHNSTOWN, COLORADO

DATE	DESCRIPTION
10.11.2022	ORIGINAL PREPARATION
11.08.2022	TOWN COMMENTS

TRACT G RESUBDIVISION | JOB NO. 21.022

SHEET 3/3

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

OWNER/DEVELOPER
TERRA FORMA SOLUTIONS
3465 S GAYLORD CT. SUITE A304
ENGLEWOOD, CO 80113
PHONE: (303) 257-7653
TODD JOHNSON

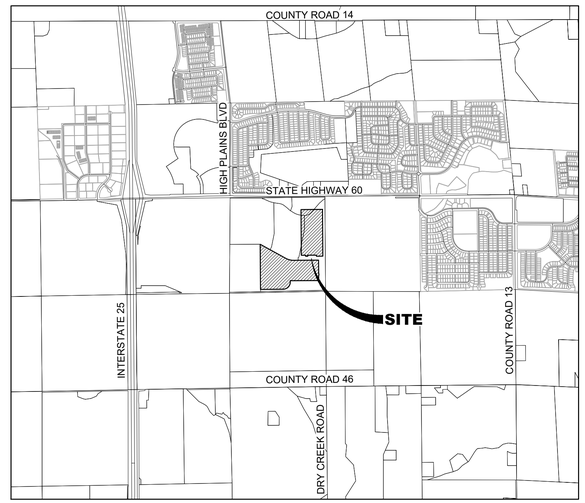
ENGINEER
TERRA FORMA SOLUTIONS
3465 S GAYLORD CT. SUITE A304
ENGLEWOOD, CO 80113
PHONE: (303) 257-7653
TODD JOHNSON

SURVEYOR
POINT CONSULTING, LLC
8460 W KEN CARYL AVE
LITTLETON, CO 80128
PHONE: (720) 258-6836
ADAM R. ZETTLEMOYER, PLS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;

CONTAINING 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.



VICINITY MAP
1" = 2,000'

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 AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

APPROVALS

TOWN COUNCIL
THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS THE EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, 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

SHEET INDEX

SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	COVER SHEET	CS1
2	PHASING PLAN	PH1
3	OVERALL SITE PLAN	SP1
4	DETAILED SITE PLAN	SP2
5	DETAILED SITE PLAN	SP3
6	DETAILED SITE PLAN	SP4
7	DETAILED SITE PLAN	SP5
8	DETAILED SITE PLAN	SP6
9	CARSON LANE BUFFER LANDSCAPE PLAN	L3.10-L3.11
10	PAYTON DRIVE BUFFER LANDSCAPE PLAN	L3.12
11	NORTH PARK LANDSCAPE PLAN	L3.20
12	SOUTH PARK LANDSCAPE PLAN	L3.21
13-15	LANDSCAPE DETAILS	L3.90-L3.92
16-22	IRRIGATION PLANS	IR1.00 - IR2.01
23-28	ARCHITECTURAL ELEVATIONS	A1-A6

LAND USE SUMMARY

LAND USE	AREA (SQUARE FEET)	AREA (ACRES)	PERCENT OF TOTAL AREA
RESIDENTIAL LOT AREA (MINUS RESIDENTIAL LOT OPEN SPACE)	*899,049*	*20.639*	*41.5%*
*RESIDENTIAL LOT OPEN SPACE AREA (3,000 SF / LOT * 196 LOTS)*	*588,000*	*13.499*	*27.1%*
TOTAL RESIDENTIAL LOT AREA	1,487,049	34.138	68.6%
RIGHT-OF-WAY AREA	506,324	11.624	23.4%
OUTLOT OPEN SPACE AREA (OUTLOTS B,C,D,E,F,G,H)	98,551	2.262	4.5%
PARK OPEN SPACE AREA (OUTLOTS A & J)	76,816	1.763	3.5%
TOTAL FDP AREA	2,168,740	49.787	100%

BENCHMARK

VERTICAL RELIEF WAS NOT DERIVED FROM A PUBLISHED DATUM AND ELEVATIONS ARE LOCAL SITE SPECIFIC WITH THE NORTH QUARTER CORNER OF SECTION 11,T4N, R68W, HAVING AN ELEVATION = 4981.99 FEET.

BASIS OF BEARING

BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER, SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N00°26'18"W.

PROJECT INTENT

THE INTENT OF THIS FINAL DEVELOPMENT PLAN (FDP) IS TO PROVIDE THE DESIGN FOR THE EAST LEDGE ROCK SUBDIVISION FILING NO. 3 WITHIN THE OVERALL LEDGE ROCK CENTER DEVELOPMENT. THE PROPOSED DEVELOPMENT INCLUDES THE CONSTRUCTION OF 196 SINGLE FAMILY HOMES, 2 PARKS, AND ASSOCIATED INFRASTRUCTURE.

DESIGN OF THE EAST LEDGE ROCK SUBDIVISION FILING NO. 3 WILL COMPLY WITH THE LEDGE ROCK CENTER DESIGN GUIDELINES AND TOWN MUNICIPAL CODE AND WILL CONTRIBUTE TO THE OVERALL CHARACTER OF THE DEVELOPMENT.

UNCC
CALL BEFORE
YOU DIG
811
OR
1-800-922-1987
UTILITY NOTIFICATION
CENTER OF COLORADO

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
COVER SHEET
JOHNSTOWN, CO

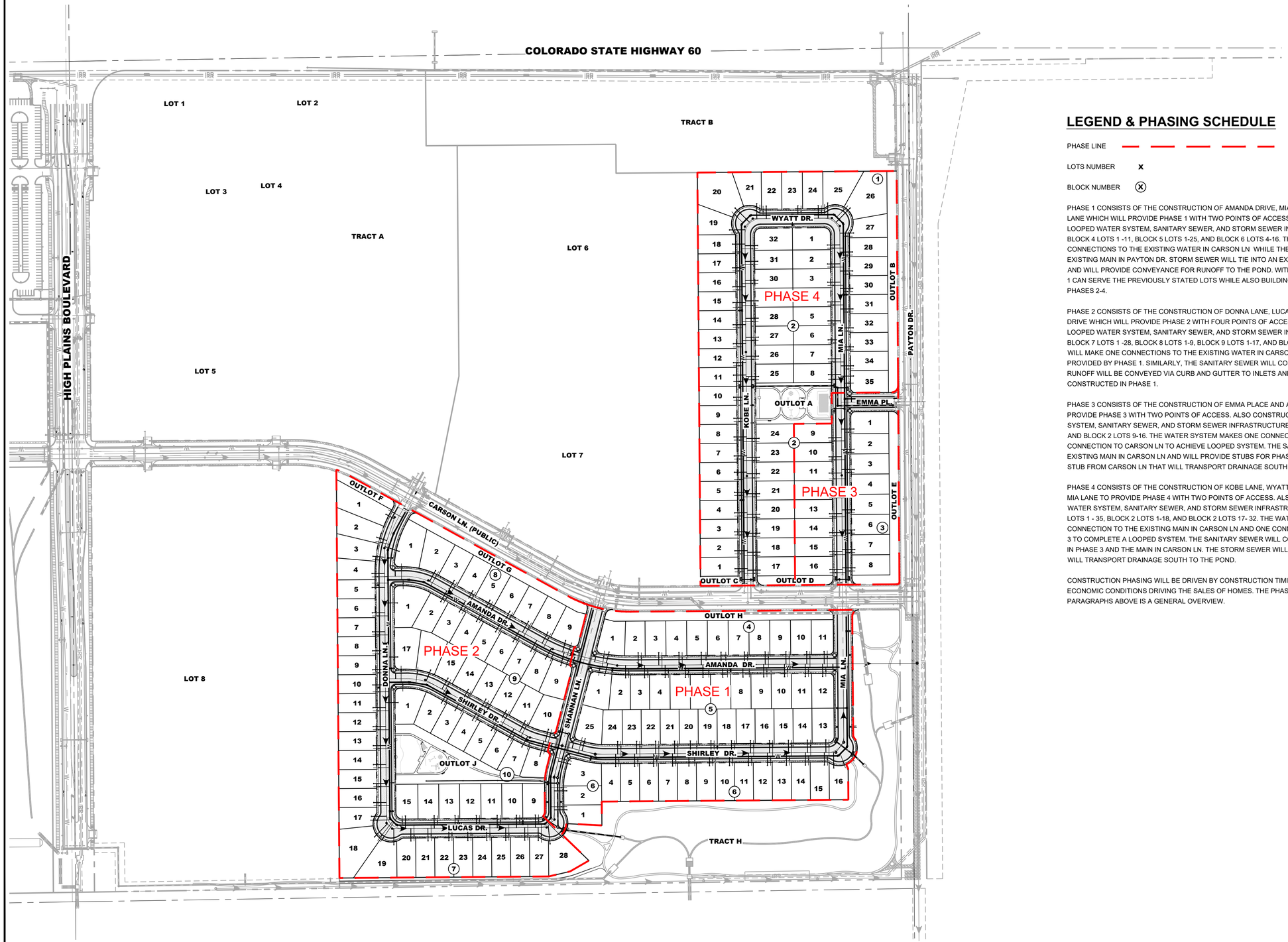
PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF CAGE ENGINEERING, INC. NO PART OF THIS WORK MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM CAGE ENGINEERING, INC.

SHEET NUMBER
CS1
1 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



LEGEND & PHASING SCHEDULE

PHASE LINE

LOTS NUMBER **X**

BLOCK NUMBER (X)

PHASE 1 CONSISTS OF THE CONSTRUCTION OF AMANDA DRIVE, MIA LANE, SHIRLEY DRIVE, AND SHANNAN LANE WHICH WILL PROVIDE PHASE 1 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 4 LOTS 1 -11, BLOCK 5 LOTS 1-25, AND BLOCK 6 LOTS 4-16. THE WATER SYSTEM WILL MAKE TWO CONNECTIONS TO THE EXISTING WATER IN CARSON LN WHILE THE SANITARY WILL BE CONNECTED TO THE EXISTING MAIN IN PAYTON DR. STORM SEWER WILL TIE INTO AN EXISTING STUB COMING OFF OF CARSON LN AND WILL PROVIDE CONVEYANCE FOR RUNOFF TO THE POND. WITH THE PROPOSED IMPROVEMENTS PHASE 1 CAN SERVE THE PREVIOUSLY STATED LOTS WHILE ALSO BUILDING THE BACKBONE INFRASTRUCTURE FOR PHASES 2-4.

PHASE 2 CONSISTS OF THE CONSTRUCTION OF DONNA LANE, LUCAS DRIVE, AMANDA DRIVE, AND SHIRLEY DRIVE WHICH WILL PROVIDE PHASE 2 WITH FOUR POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 7 LOTS 1 -28, BLOCK 8 LOTS 1-9, BLOCK 9 LOTS 1-17, AND BLOCK 10 LOTS 1-15. THE WATER SYSTEM WILL MAKE ONE CONNECTIONS TO THE EXISTING WATER IN CARSON LN AND WILL CONNECT TO THE STUBS PROVIDED BY PHASE 1. SIMILARLY, THE SANITARY SEWER WILL CONNECT TO STUBS PROVIDED IN PHASE 1. RUNOFF WILL BE CONVEYED VIA CURB AND GUTTER TO INLETS AND STORM SEWER ALREADY CONSTRUCTED IN PHASE 1.

PHASE 3 CONSISTS OF THE CONSTRUCTION OF EMMA PLACE AND A PORTION OF MIA LANE WHICH WILL PROVIDE PHASE 3 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 3 LOTS 1 -8 AND BLOCK 2 LOTS 9-16. THE WATER SYSTEM MAKES ONE CONNECTION TO PAYTON DR AND ONE CONNECTION TO CARSON LN TO ACHIEVE LOOPED SYSTEM. THE SANITARY SEWER WILL CONNECT TO THE EXISTING MAIN IN CARSON LN AND WILL PROVIDE STUBS FOR PHASE 2. THE STORM SEWER WILL TIE INTO A STUB FROM CARSON LN THAT WILL TRANSPORT DRAINAGE SOUTH TO THE POND.

PHASE 4 CONSISTS OF THE CONSTRUCTION OF KOBE LANE, WYATT DRIVE AND THE REMAINING PORTION OF MIA LANE TO PROVIDE PHASE 4 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE: BLOCK 1 LOTS 1 - 35, BLOCK 2 LOTS 1-18, AND BLOCK 2 LOTS 17- 32. THE WATER SYSTEM WILL MAKE ONE CONNECTION TO THE EXISTING MAIN IN CARSON LN AND ONE CONNECTION TO A STUB PROVIDED IN PHASE 3 TO COMPLETE A LOOPED SYSTEM. THE SANITARY SEWER WILL CONNECT TO AN EXISTING STUB PROVIDED IN PHASE 3 AND THE MAIN IN CARSON LN. THE STORM SEWER WILL TIE INTO A STUB FROM CARSON LN THAT WILL TRANSPORT DRAINAGE SOUTH TO THE POND.

CONSTRUCTION PHASING WILL BE DRIVEN BY CONSTRUCTION TIMING AND WILL DEPEND LARGELY ON ECONOMIC CONDITIONS DRIVING THE SALES OF HOMES. THE PHASING SCHEDULE DESCRIBED IN THE PARAGRAPHS ABOVE IS A GENERAL OVERVIEW.

0 150' 300'
1" = 150' (HORIZONTAL)

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
PHASING PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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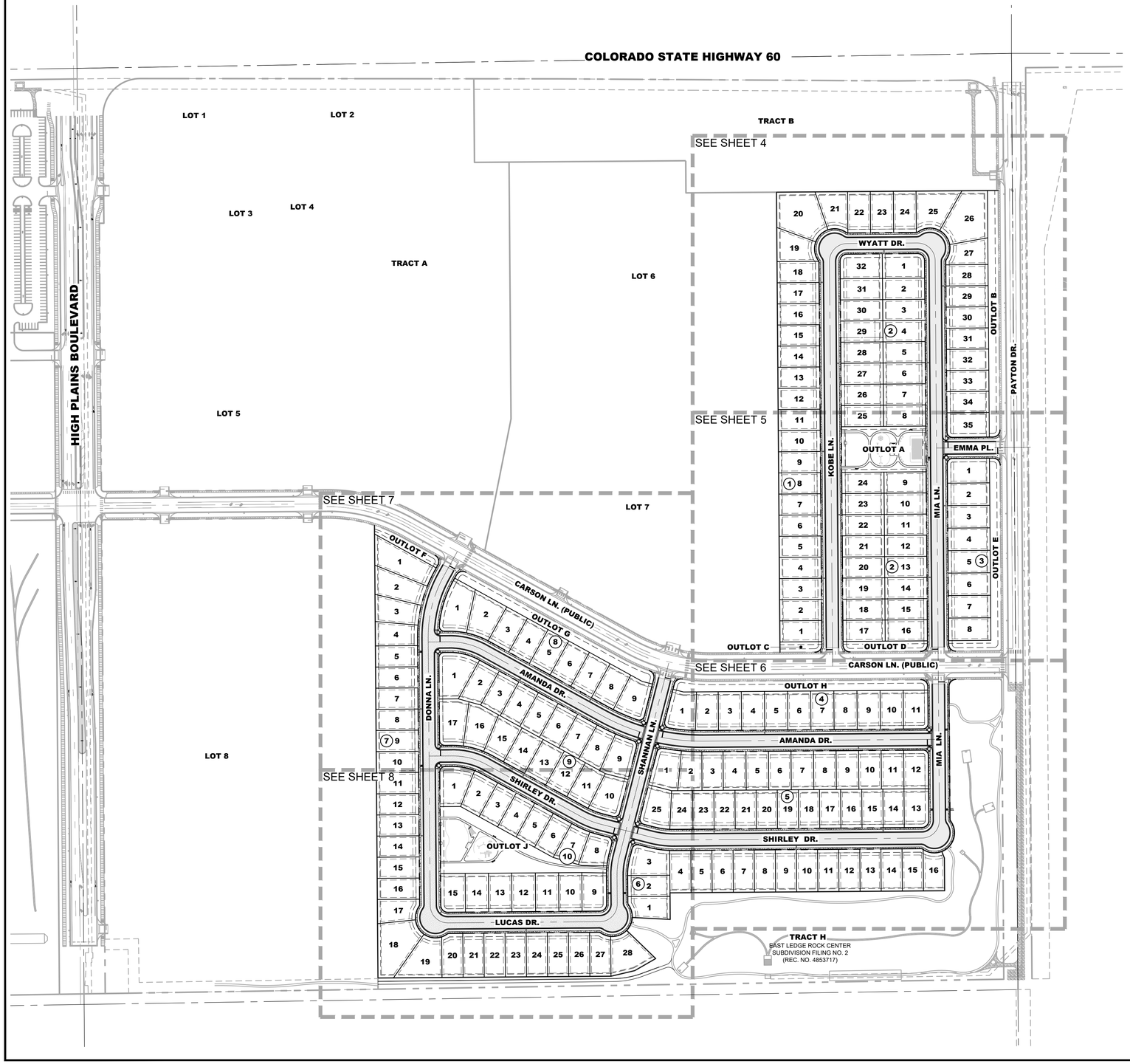
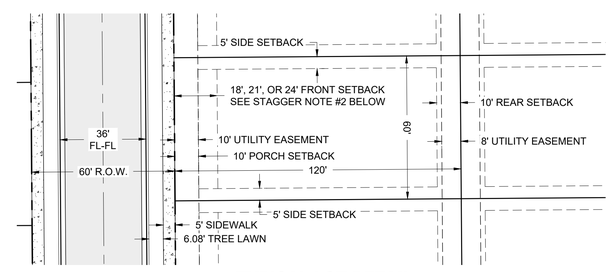
SHEET NUMBER
PH1
2 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO





TYPICAL LOT DETAIL
SCALE: 1" = 30'

NOTES:

1. THE ASSOCIATED INFRASTRUCTURE, INCLUDING LANDSCAPING AND IRRIGATION, WITHIN THE RIGHT-OF-WAY OF PAYTON DRIVE AND CARSON LANE, WILL BE BUILT AND INSTALLED AT THE TIME OF THE COLLECTOR STREETS CONSTRUCTION. THE LONG TERM INTENT IS TO EXTEND PAYTON DRIVE TO THE SOUTH.
2. FRONT PLANE OF A STRUCTURE SHOULD VARY / STAGGER A MIN OF 3-FEET FROM THAT OF ADJACENT HOMES - TO RESULT IN 18', 21', OR 24' SETBACKS, DEPENDING ON ADJACENT STRUCTURE LOCATIONS.
3. GARAGE DOOR SHALL BE A MINIMUM OF 20' SETBACK FROM THE BACK OF WALK / ROW.
4. DRIVEWAYS MAX OF 18-FOOT WIDTH AT ROW, MAY EXPAND TO 24-FEET AT HOME FOR OVERSIZED GARAGE, WHERE APPROPRIATE.
5. EACH LOT SHALL PROVIDE & MAINTAIN APPROPRIATE LANDSCAPING AND PLANTINGS, PER TOWN AND LEDGE ROCK CENTER DESIGN GUIDELINES.

0 150' 300'
1" = 150' (HORIZONTAL)

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
OVERALL SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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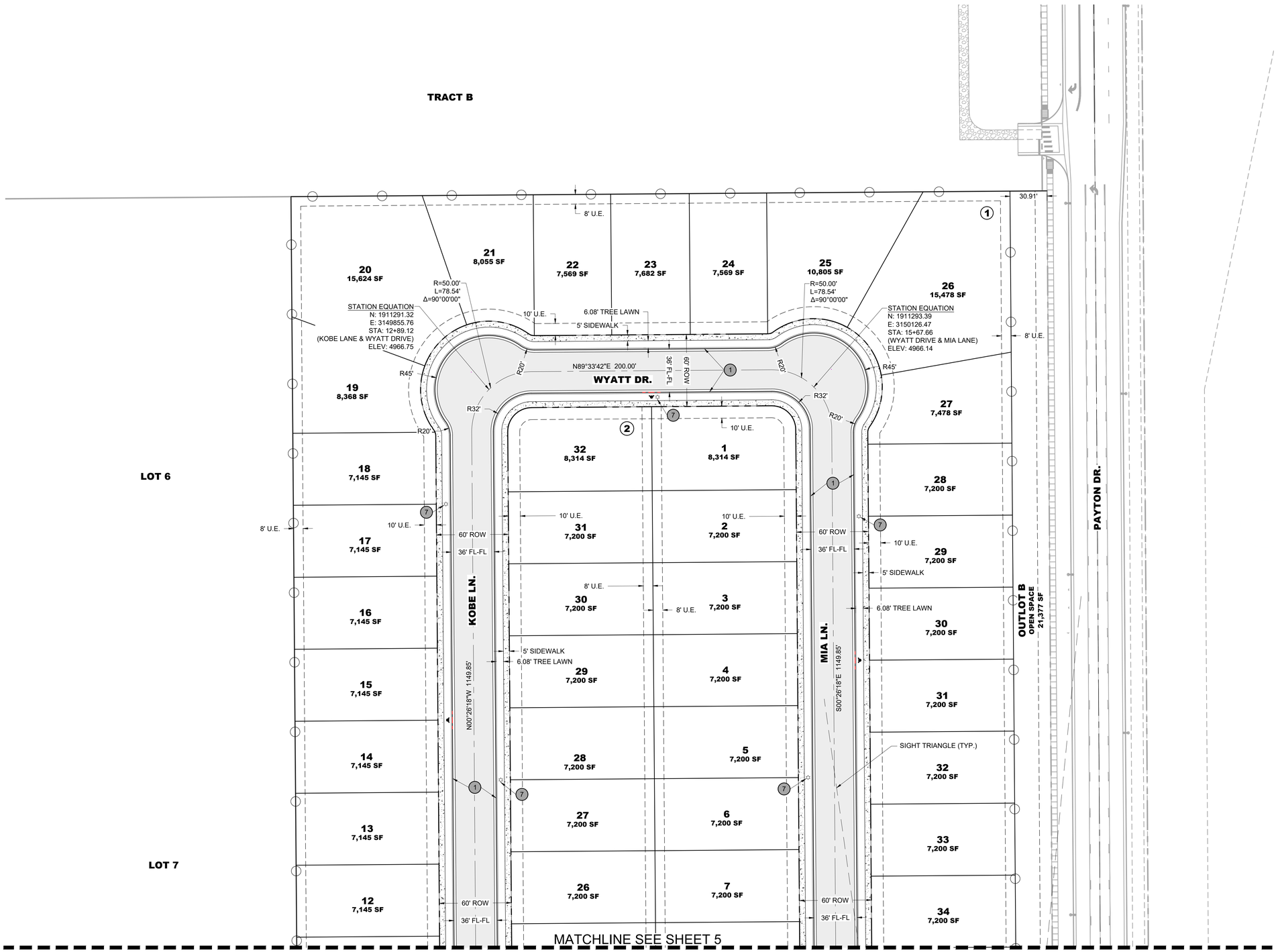
SHEET NUMBER
SP1
3 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



KEYMAP

SITE PLAN NOTES:

1. ALL DIMENSIONS ARE FLOWLINE TO FLOWLINE OR BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
2. STREET SIGNS FOR PUBLIC STREETS SHALL BE WHITE LETTERING ON GREEN BACKGROUND PER TOWN STANDARDS.
3. SEE SHEET 3 FOR TYPICAL STREET SECTION DETAIL.
4. SEE SHEET 3 FOR TYPICAL LOT DETAIL.
5. CURBS ADJACENT TO FIRE HYDRANTS SHALL BE PAINTED RED FOR 15 FT, WITH THE PAINTING CENTERED ON THE HYDRANT. SEE PLAN VIEW FOR LOCATIONS.

SITE PLAN KEYNOTES:

1. DRIVE-OVER CURB W/ 2' GUTTER
2. ADA CURB RAMP
3. 6' CROSSPAN
4. MATCH EXISTING CURB & GUTTER
5. STOP SIGN W/ STREET NAME SIGN
6. STOP BAR
7. STREETLIGHT

LEGEND

CENTERLINE	
RIGHT-OF-WAY	
EASEMENT	
SIGHT TRIANGLE	
SETBACK	
FIRE HYDRANT	
NO PARKING STRIPING (SEE NOTE 5)	
BLOCK NUMBER	#
LOT NUMBER	#
STREET LIGHT	
EX. STREET LIGHT	
UTILITY EASEMENT	U.E.
FENCE - PRIVACY	

0 40' 80'
1" = 40' (HORIZONTAL)

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CENTER OF COLORADO

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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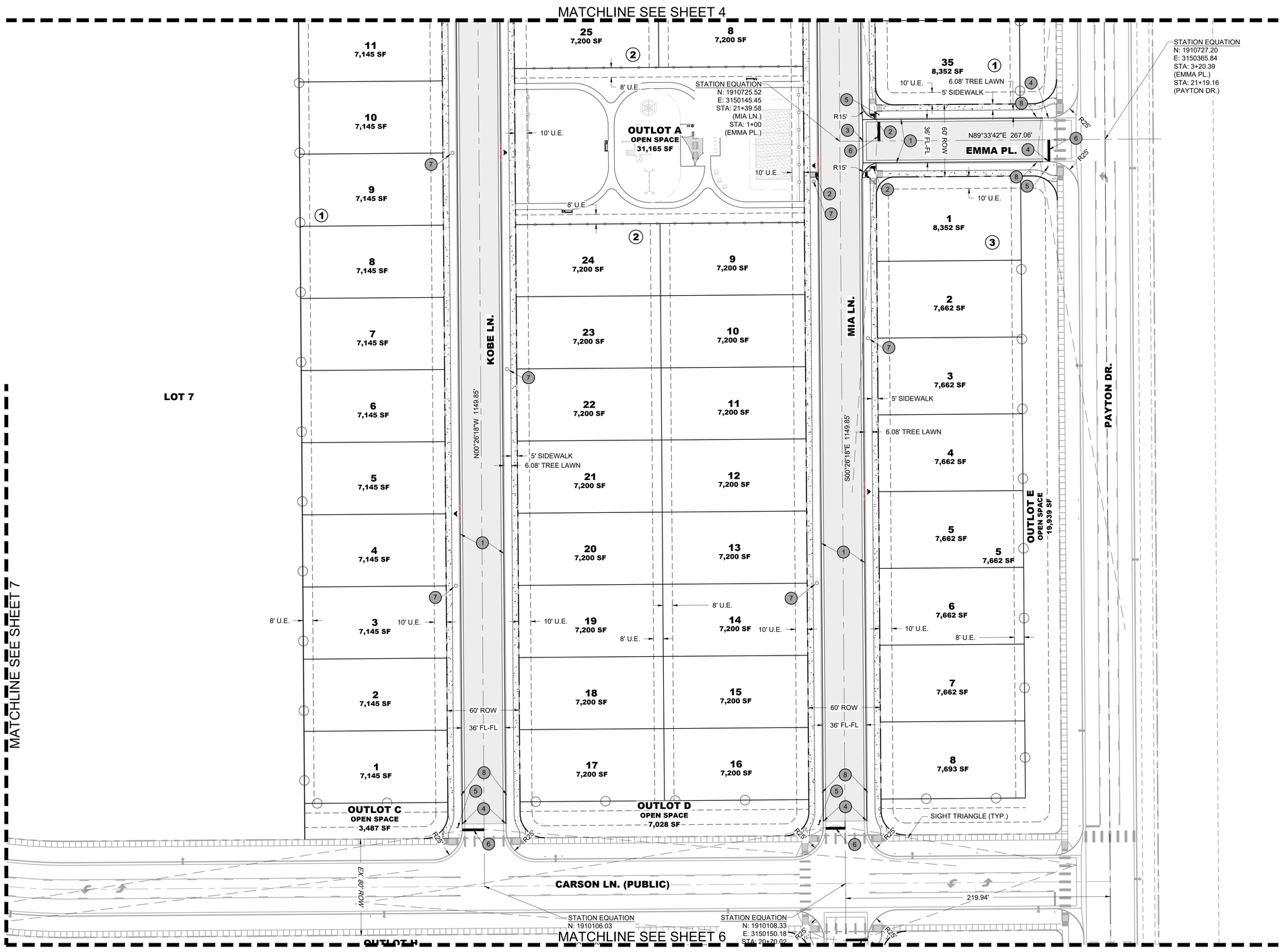
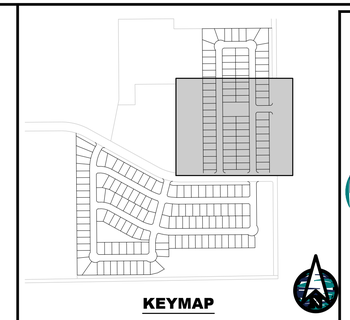
SHEET NUMBER
SP2
4 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO





KEYMAP

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4. SEE SHEET 3 FOR TYPICAL LOT DETAIL.
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SITE PLAN KEYNOTES:

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3. 6' CROSSPAN
4. MATCH EXISTING CURB & GUTTER
5. STOP SIGN W/ STREET NAME SIGN
6. STOP BAR
7. STREETLIGHT

LEGEND

- CENTERLINE
- RIGHT-OF-WAY
- EASEMENT
- SIGHT TRIANGLE
- SETBACK
- FIRE HYDRANT
- NO PARKING STRIPING (SEE NOTE 5)
- BLOCK NUMBER
- LOT NUMBER
- STREET LIGHT
- EX. STREET LIGHT
- UTILITY EASEMENT — U.E.
- FENCE - PRIVACY

0 40' 80'
1" = 40' (HORIZONTAL)

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REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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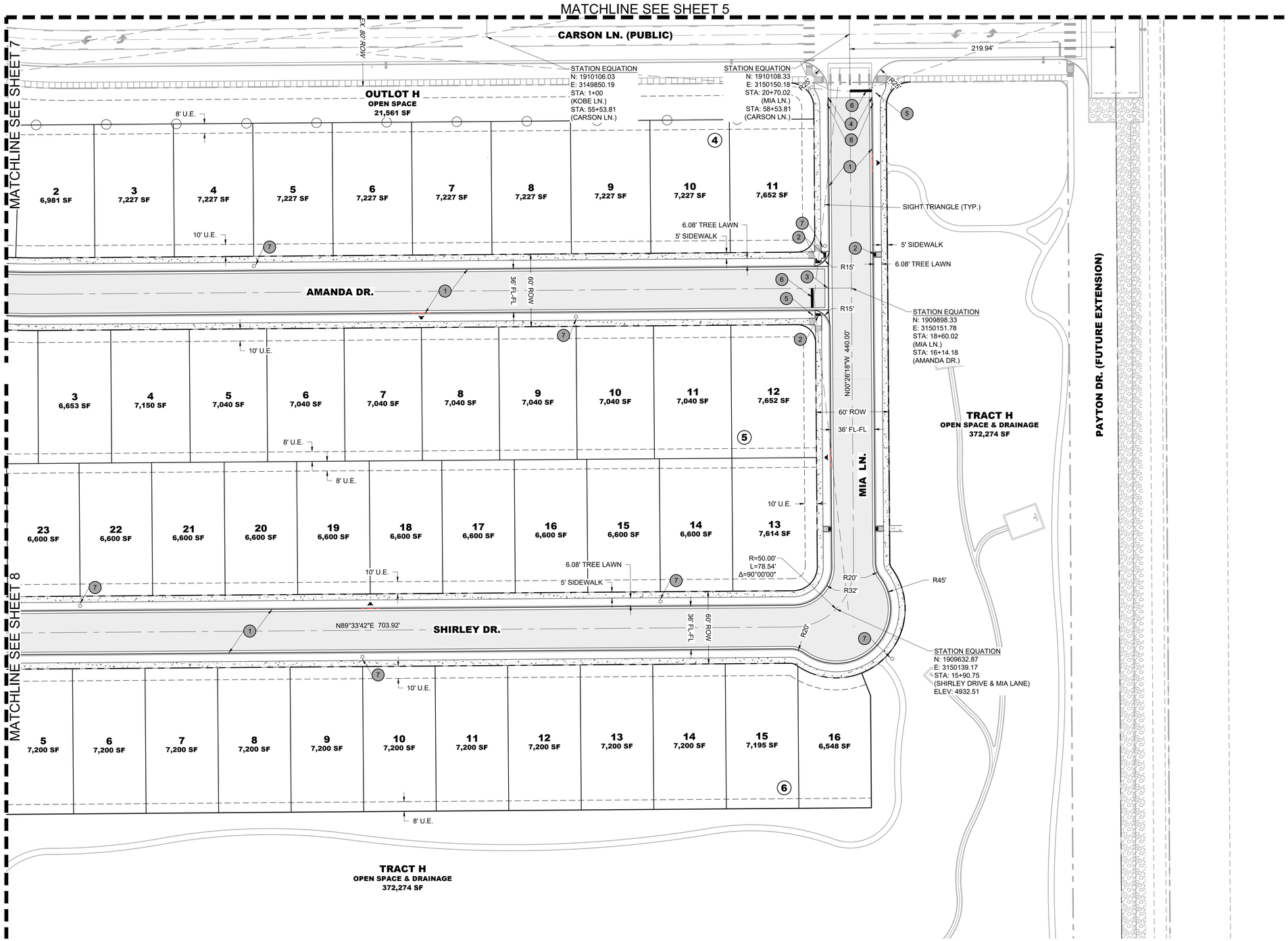
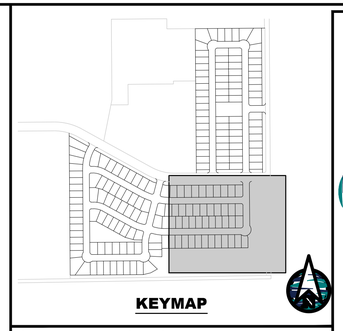
SHEET NUMBER
SP3
5 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO





KEYMAP

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REV. NO.	DESCRIPTION	DATE
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TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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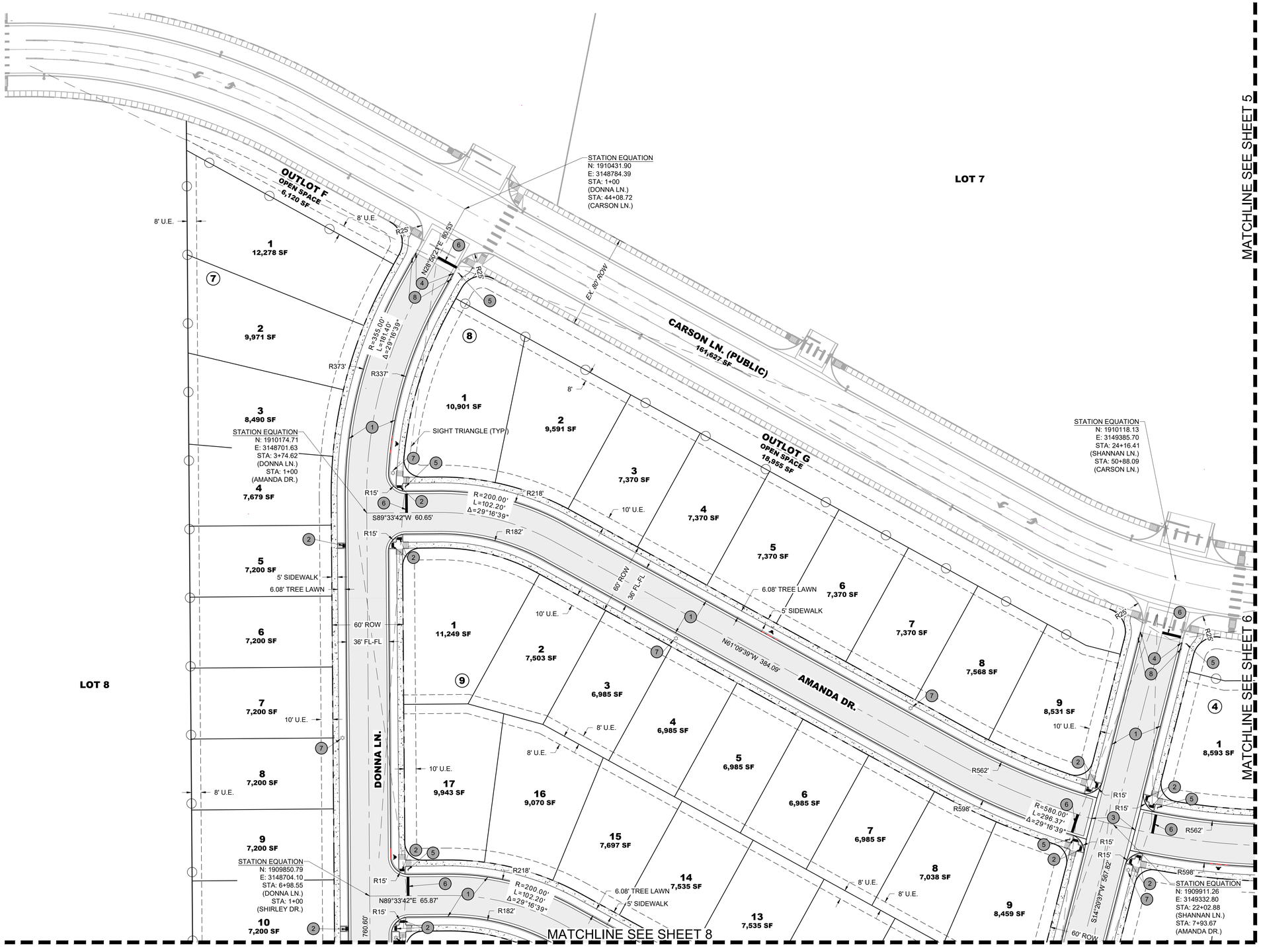
SHEET NUMBER
SP4
6 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



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LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
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DATE : 12/22/2022

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SHEET NUMBER
SP5
7 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

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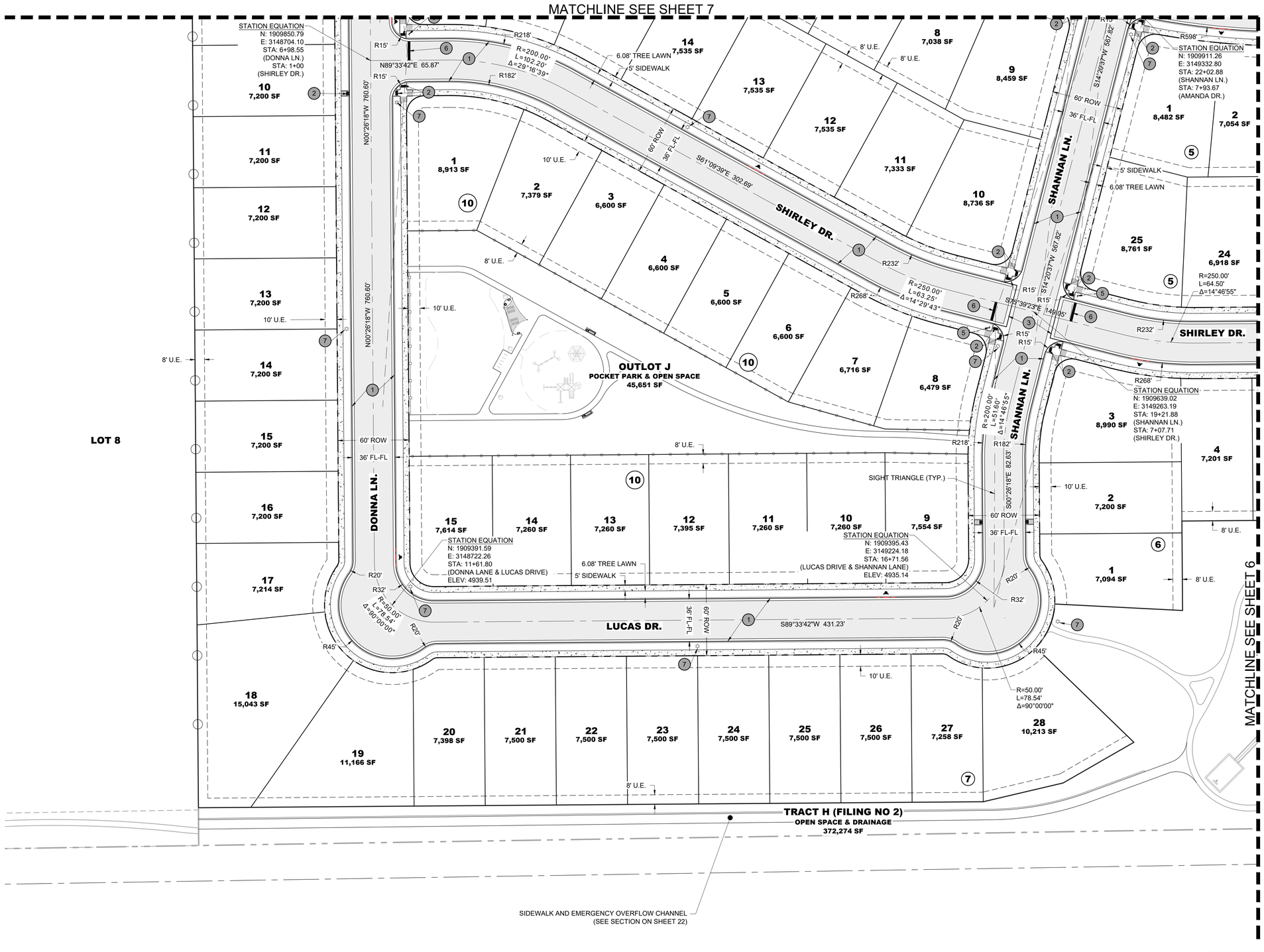

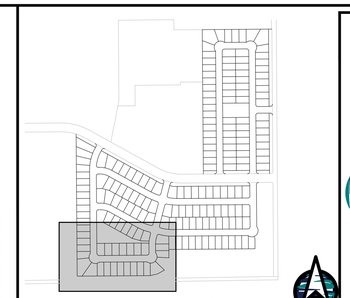

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LEGEND

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- NO PARKING STRIPING (SEE NOTE 5)
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- LOT NUMBER
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REV. NO.	DESCRIPTION	DATE
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TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
DETAILED SITE PLAN
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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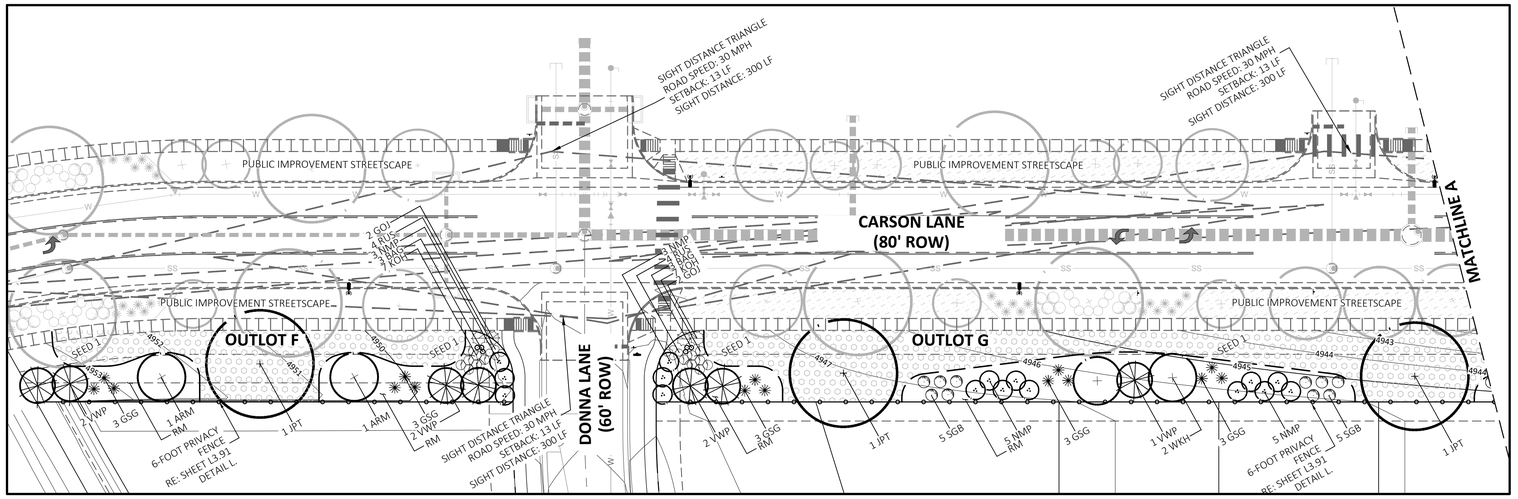
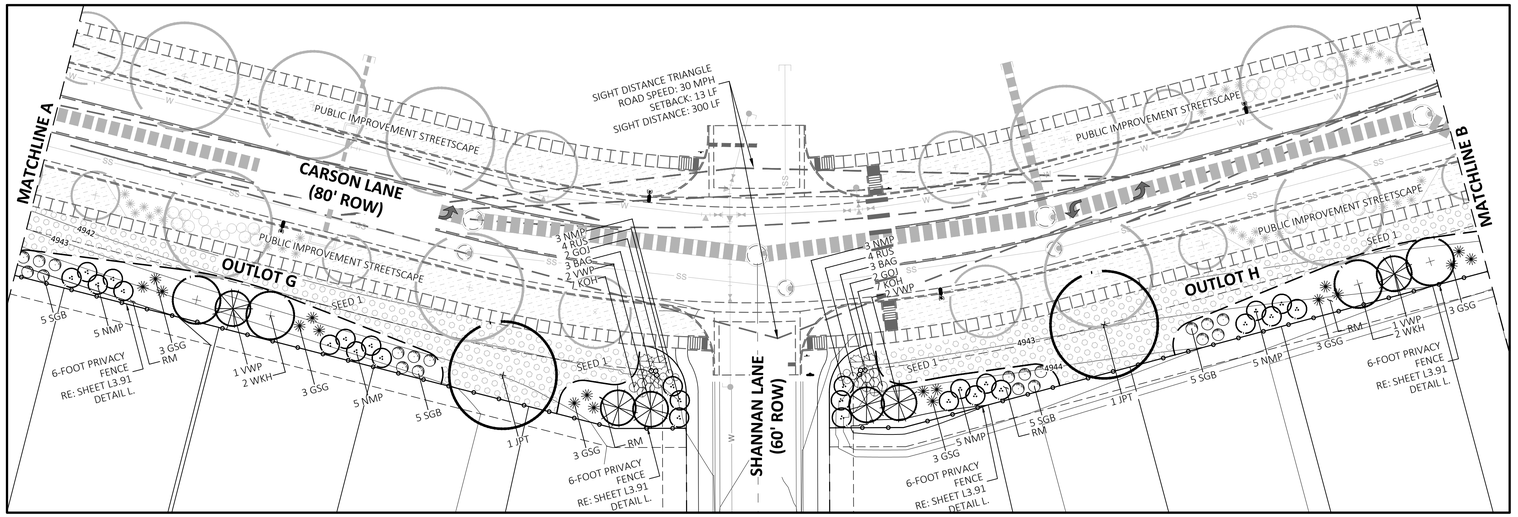
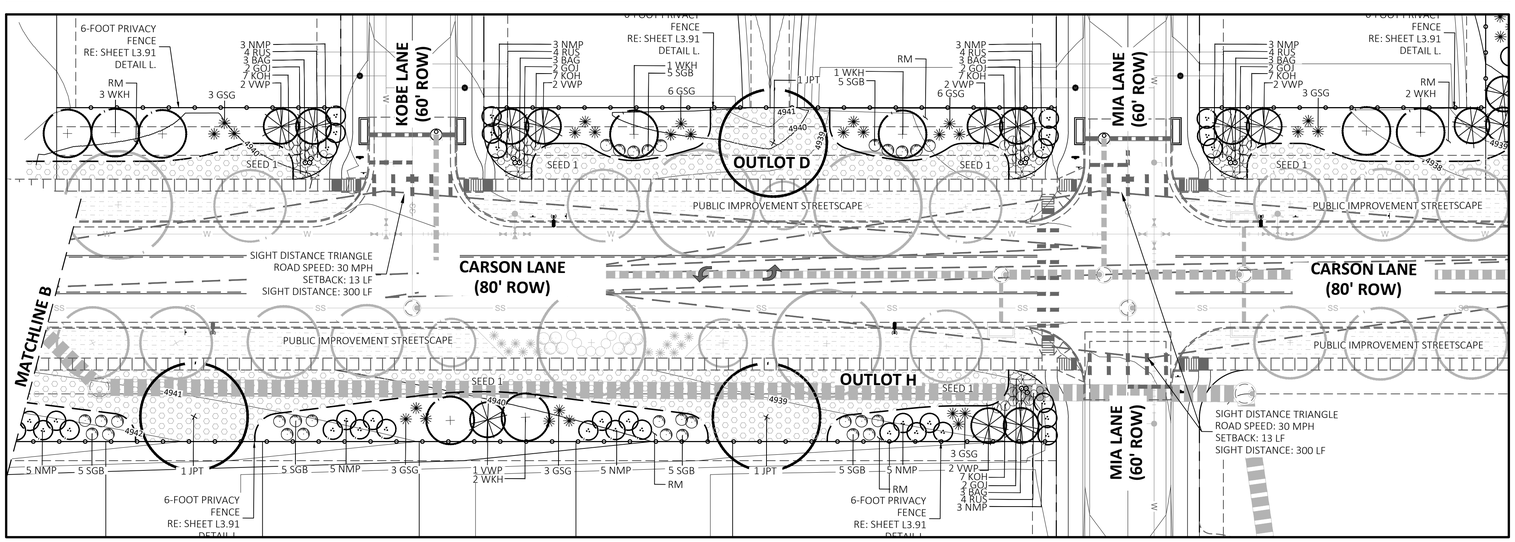
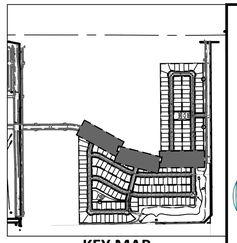
SHEET NUMBER
SP6
8 OF 28









KEY MAP

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- EASEMENT BOUNDARY
- LANDSCAPE EDGER
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- GRASSES AND PERENNIALS
- BOULDERS
- SEED 1 — LOW GROW AND HONEYBEE MIX
- SEED 2 — BLAZE LITTLE BLUESTEM SEED MIX
- SOD — RTF WATER SAVER SOD
- RM — 3/4" CRUSHED MOUNTAIN GRANITE

GENERAL NOTES

1. REFER TO SHEET C0.00, COVER SHEET, FOR THE BENCHMARK AND BASIS OF BEARINGS.
2. REFER TO SHEETS L3.90 FOR LANDSCAPE NOTES AND PLANTING DETAILS.
3. REFER TO SHEETS L3.91-L3.92 FOR SITE AND PARK DETAILS.
4. ALL PROPOSED FENCING SHALL BE INSTALLED BY THE HOMEBUILDER.

SITE TRIANGLE LANDSCAPING NOTES

1. CORNER SIGHT DISTANCE MEASURED FROM A POINT ON THE MINOR ROAD, PARALLEL TO THE ROADWAY, 15 FEET FROM THE EDGE OF THE MAJOR ROAD PAVEMENT, AND FROM AN EYE HEIGHT OF 3.50 FEET ON THE MINOR ROAD TO A HEIGHT OF OBJECT OF 4.25 FEET ON THE MAJOR ROAD.
2. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.

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LANDSCAPE ARCHITECTURE
LAND SURVEYING

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SCALE 1" = 30'

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

CARSON LANE BUFFER LANDSCAPE PLAN

3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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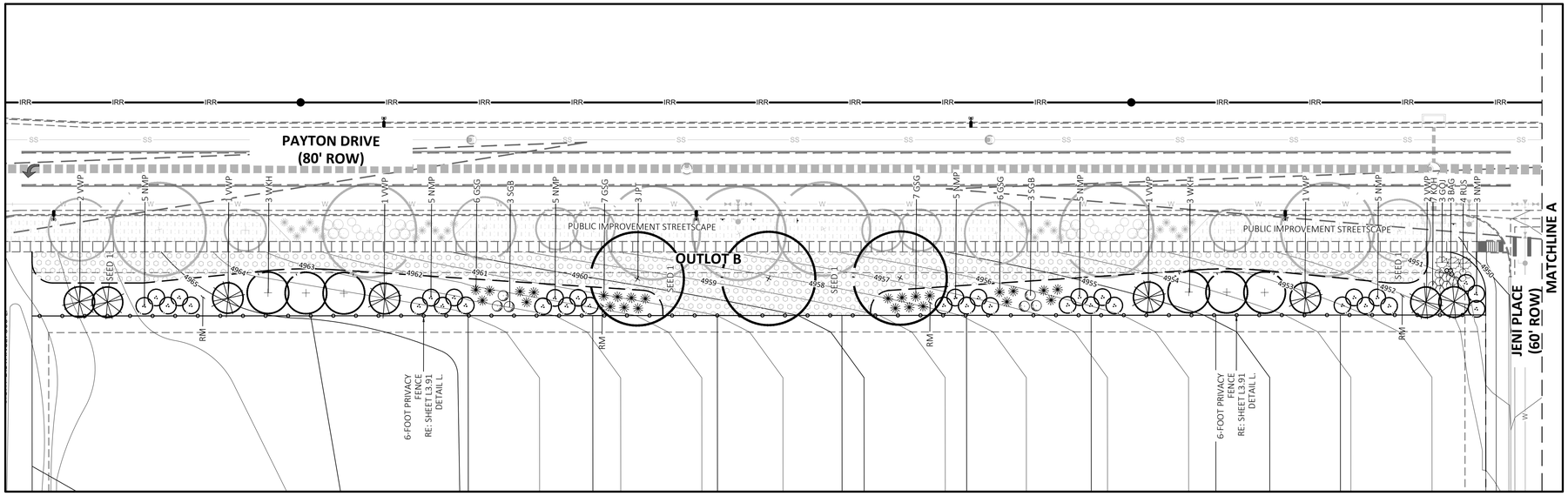
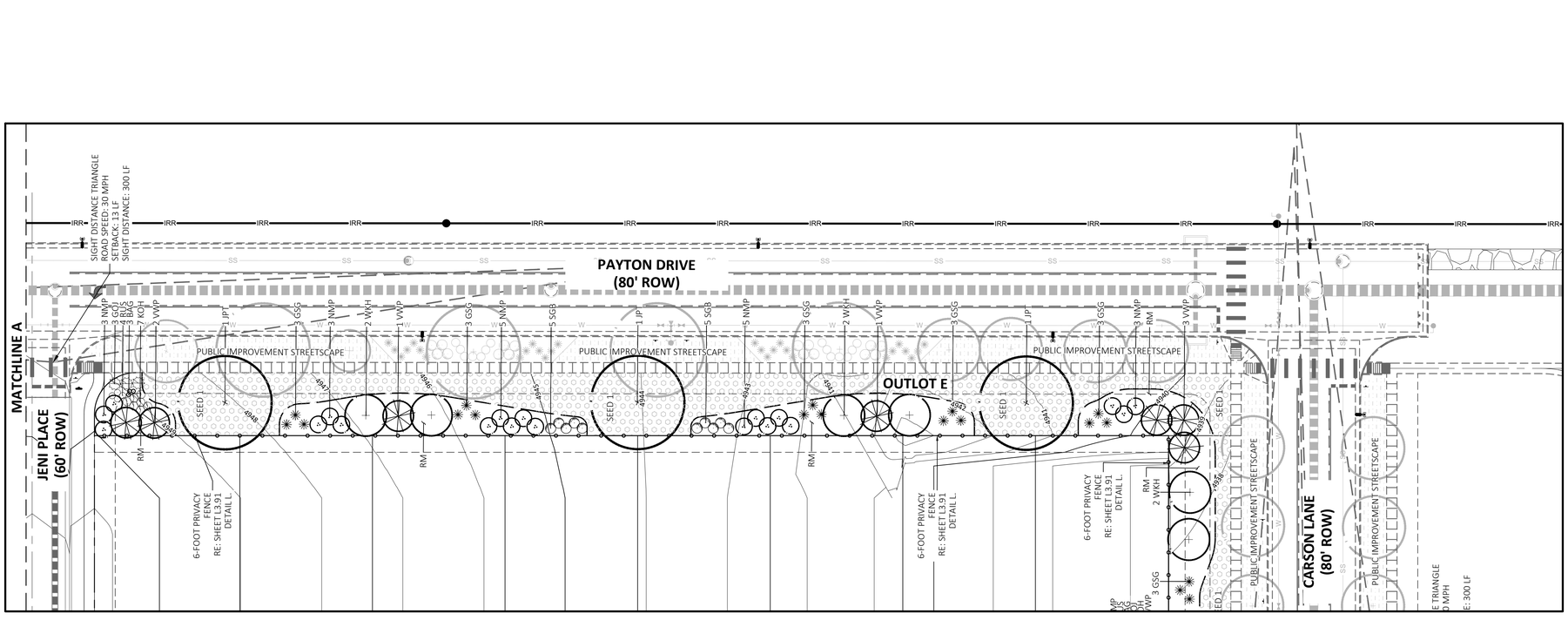
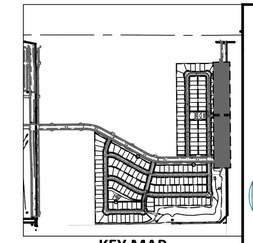
SHEET NUMBER
L3.10







KEY MAP

LEGEND

- PROPERTY LINE
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- EASEMENT BOUNDARY
- LANDSCAPE EDGER
- DECIDUOUS TREE
- EVERGREEN TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- GRASSES AND PERENNIALS
- BOULDERS
- SEED 1 — LOW GROW AND HONEYBEE MIX
- SEED 2 — BLAZE LITTLE BLUESTEM SEED MIX
- SOD — RTF WATER SAVER SOD
- RM — 3/4" CRUSHED MOUNTAIN GRANITE

GENERAL NOTES

1. REFER TO SHEET C0.00, COVER SHEET, FOR THE BENCHMARK AND BASIS OF BEARINGS.
2. REFER TO SHEETS L3.90 FOR LANDSCAPE NOTES AND PLANTING DETAILS.
3. REFER TO SHEETS L3.91-L3.92 FOR SITE AND PARK DETAILS.
4. ALL PROPOSED FENCING SHALL BE INSTALLED BY THE HOMEBUILDER.

SITE TRIANGLE LANDSCAPING NOTES

1. CORNER SIGHT DISTANCE MEASURED FROM A POINT ON THE MINOR ROAD, PARALLEL TO THE ROADWAY, 15 FEET FROM THE EDGE OF THE MAJOR ROAD PAVEMENT, AND FROM AN EYE HEIGHT OF 3.50 FEET ON THE MINOR ROAD TO A HEIGHT OF OBJECT OF 4.25 FEET ON THE MAJOR ROAD.
2. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES WITHIN SIGHT TRIANGLE SHALL BE MAINTAINED SUCH THAT THE LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.

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LAND SURVEYING

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30 15 0 30
SCALE 1" = 30'

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

PAYTON DRIVE BUFFER LANDSCAPE PLAN

3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259

ENG :

DATE : 06/28/2022

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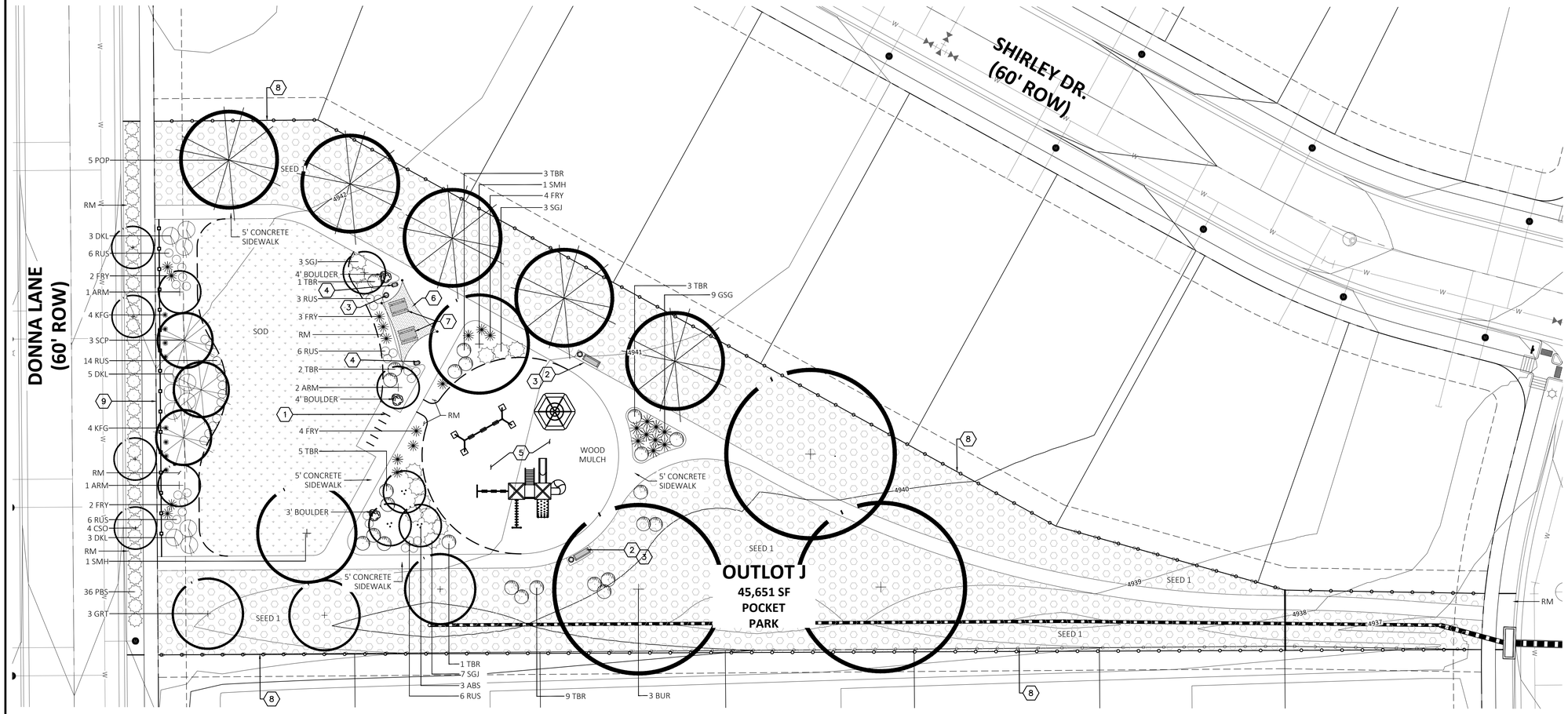
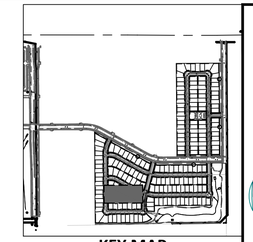
SHEET NUMBER
L3.11





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- SOD — RTF WATER SAVER SOD
- RM — 3/4" CRUSHED MOUNTAIN GRANITE

KEY NOTES

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2. PROPOSED STEEL BENCH. RE: SHEET L3.91, DETAIL F.
3. PROPOSED TRASH RECEPTACLE. RE: SHEET L3.91, DETAIL G.
4. PROPOSED PARK GRILL RE: SHEET L3.91, DETAIL H.
5. PROPOSED PLAYGROUND RE: SHEET L3.92, DETAILS M-O.
6. PROPOSED FABRIC SHADE SAIL WITH STEEL COLUMNS.
7. PROPOSED PICNIC TABLE. RE: SHEET L3.91, DETAIL I.
8. PROPOSED 6-FOOT CEDAR FENCE RE: SHEET L3.92, DETAIL L.
9. PROPOSED CEDAR POST AND CHAIN FENCE. RE: SHEET L3.92, DETAIL K.

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20 10 0 20
SCALE 1" = 20'

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

SOUTH PARK LANDSCAPE PLAN
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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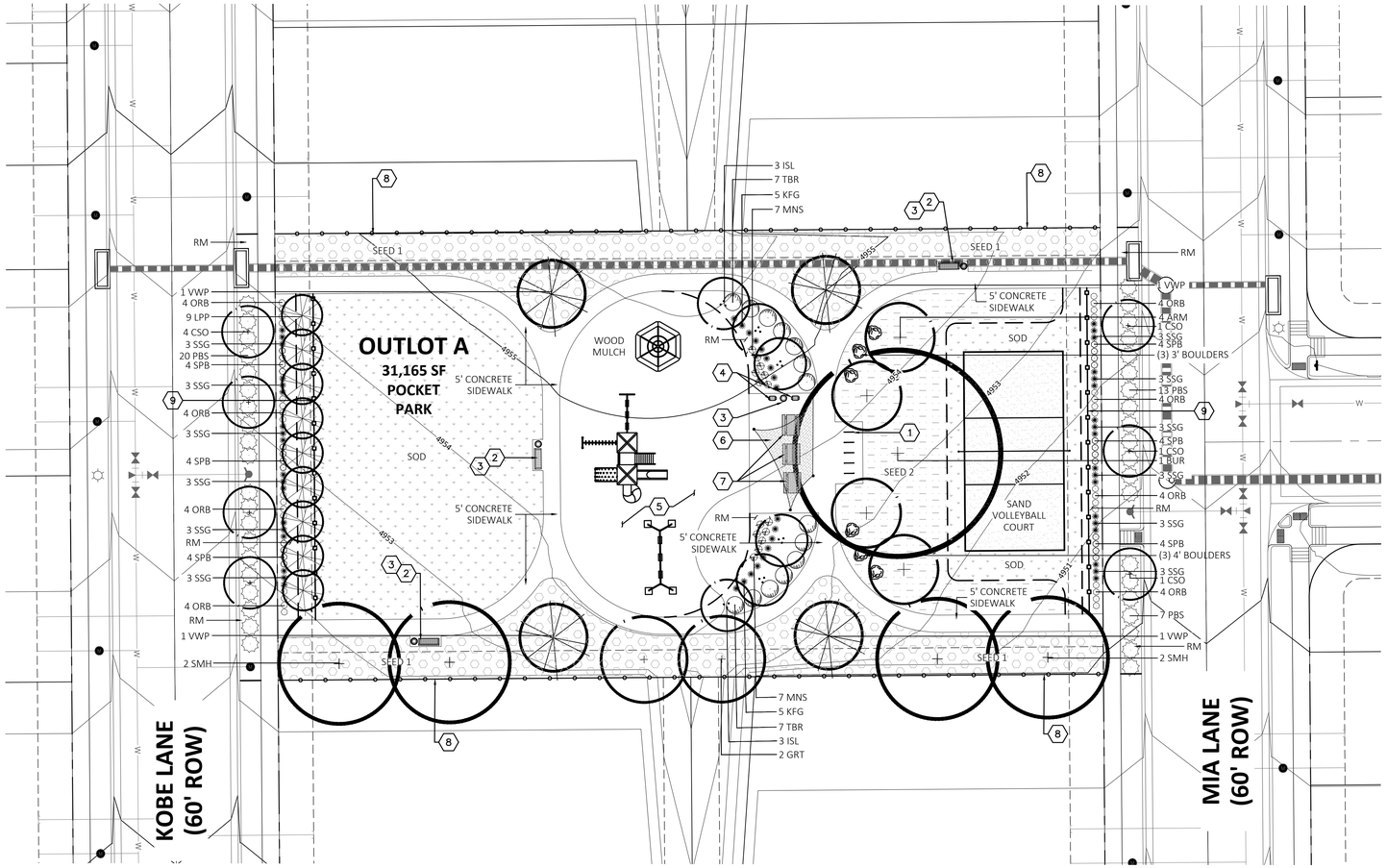
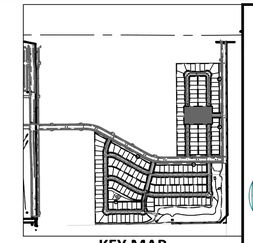
SHEET NUMBER
L3.21





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SCALE 1" = 20'

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

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LEDGE ROCK CENTER RESIDENTIAL

NORTH PARK LANDSCAPE PLAN
3465 SOUTH GAYLORD COURT, A304
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PROJ NO: 210259
ENG :
DATE : 06/28/2022

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SHEET NUMBER
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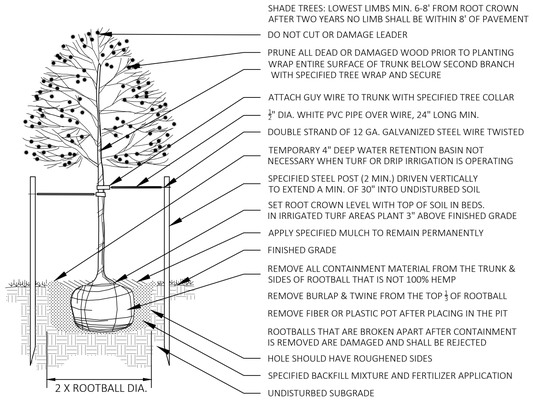
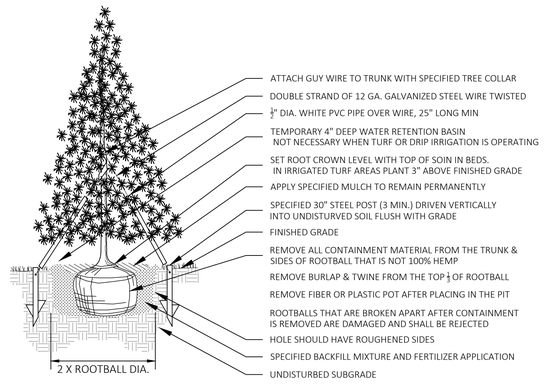
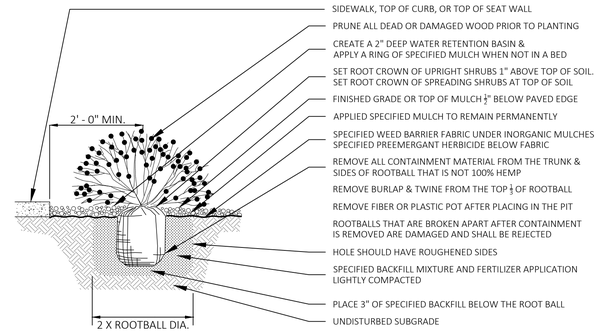


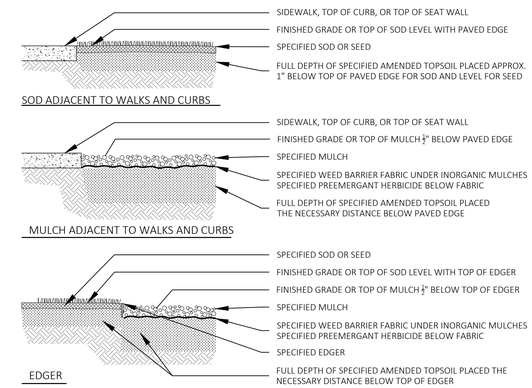
A DECIDUOUS TREE PLANTING
NOT TO SCALE



B EVERGREEN TREE PLANTING W/ GUY WIRES
NOT TO SCALE



C SHRUB PLANTING
NOT TO SCALE



D EDGE TREATMENT
NOT TO SCALE

LANDSCAPE NOTES

1. THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE CIVIL, IRRIGATION, ARCHITECTURAL, MECHANICAL AND ELECTRICAL PLANS TO FORM COMPLETE INFORMATION REGARDING THIS SITE.
2. LANDSCAPE CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND SPECIFICATIONS.
3. ALL MATERIAL AND WORKMANSHIP SHALL BE GUARANTEED FOR ONE YEAR, FROM DATE OF FINAL ACCEPTANCE.
4. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE PRIME CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
5. BEFORE COMMENCING WORK, CONTACT APPROPRIATE UTILITY COMPANIES FOR UTILITY LOCATIONS, AND COORDINATE WITH PRIME CONTRACTOR IN REGARD TO LOCATION OF PROPOSED UTILITIES, IRRIGATION SLEEVES, CONDUITS, ETC.
6. ALL PLANT MATERIALS SHALL MEET OR EXCEED SIZE IN SCHEDULES.
7. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY REQUIRED FOR THE PROJECT. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS, ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND. PLANTING PROCEDURES SHALL CONFORM TO DETAILS.
8. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
9. ROCK MULCH: IN THE SPECIFIED AREAS, INSTALL 3-INCHES OF 1 1/2", LOCALLY AVAILABLE, CRUSHED MOUNTAIN GRANITE ROCK MULCH IN ALL SHRUB BEDS OVER TYPAR 3301 WEED MAT OR APPROVED EQUAL, AFTER APPLYING PRE-EMERGENT HERBICIDE.
14. BOULDERS: IN THE SPECIFIED AREAS, INSTALL LOCALLY AVAILABLE 2-FOOT TO 5-FOOT BOULDERS.
15. SEED 1: IN THE SPECIFIED AREAS, GROUNDCOVER SHALL A MIXTURE OF THE LOW GROW SEED MIX AND HONEY BEE WILDFLOWER SEED MIX BY ARKANSAS VALLEY SEED. THE SEED SHALL BE MIXED AT A RATIO OF 90% LOW GROW MIX TO 10% HONEY BEE WILDFLOWER MIX.
16. SEED 2: IN THE SPECIFIED AREAS, GROUNDCOVER SHALL BE THE BLAZE LITTLE BLUESTEM MIX BY ARKANSAS VALLEY SEED.
17. SOD: IN THE SPECIFIED AREAS, THE GROUNDCOVER SHALL BE THE RTF WATER SAVER SOD PER GREEN VALLEY TURF, LITTLETON CO, (303) 798-6764.
18. ALL B&B PLANT MATERIAL SHALL HAVE ALL WIRE, TWINE OR OTHER CONTAINMENT MATERIAL, EXCEPT FOR THE BURLAP, REMOVED FROM THE TRUNK AND ROOT BALL OF THE PLANT PRIOR TO PLANTING.
19. DISTRIBUTE IMPORTED TOPSOIL OVER AREAS TO BE GRASSED TO A MINIMUM DEPTH OF FOUR (4") INCHES, AND TO A DEPTH OF TEN (10") INCHES IN SHRUB AND PERENNIAL BEDS. TOPSOIL TO BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL FREE FROM WEEDS, LITER, GRASS, STONES LARGER THAN 1", ROOTS OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
20. SOIL PREPARATION: MIX THE FOLLOWING SOIL AMENDMENTS AND APPLY TO SOD AND SHRUB BED AREAS:
    - 20.1. ASPEN RICH COMPOST -- 4 CUBIC YARDS PER 1,000 S.F.
    - 20.2. COMMERCIAL FERTILIZER (20-10-5): 10 lbs. PER 1,000 S.F.
    - 20.3. SUPERPHOSPHATE: 10 lbs. PER 1,000 S.F.
21. BACKFILL FOR TREES AND SHRUBS: SHALL CONSIST OF 1/3 ASPEN RICH COMPOST AND 2/3 SITE SOIL. FERTILIZE WITH AGRI- FORM TABLETS AT MANUFACTURER'S RECOMMENDED RATES.
22. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADES IN LANDSCAPE AREAS.
23. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL AS NECESSARY BY THIS WORK.
24. TEST SOIL IN PROPOSED LANDSCAPE AREAS PREVIOUSLY PAVED OR BUILT ON FOR STERILENT AND REMOVE CONTAMINATED SOIL. BACKFILL WITH SPECIFIED TOPSOIL.
25. CONTRACTOR SHALL REPAIR ALL DAMAGE DUE TO HIS CONSTRUCTION AND KEEP PROJECT AREAS CLEAN AND ORDERLY DURING AND UPON COMPLETION OF HIS WORK.
26. ALL TREES THAT FALL WITHIN SIGHT TRIANGLE (OR NEAR SIGHT TRIANGLE ZONE) AT ANY DRIVE TO STREET CONNECTIONS MUST BE MAINTAINED WITH A CLEAR ZONE (NO TREE CANOPY ENCROACHMENT) OF 7 FEET ABOVE ADJACENT STREET/DRIVE GRADE.
27. LANDSCAPING IN TRACT C AND ALONG CARSON LANE AND PAYTON DRIVE ARE DONE BY SEPARATE DOCUMENT. THE DESIGNS CAN BE FOUND IN THE PUBLIC IMPROVEMENT PLANS FOR FILING NO. 2.

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PLANT LIST

Qty.	Sym.	Scientific/Botanic Name	Container/Size	Notes	Habit
DECIDUOUS TREES					
4	BUR	BUR OAK	2" CAL.	FULL CROWN, B&B, STAKED	75X75 FEET
		Quercus macrocarpa	SINGLE TRUNK	SPECIMEN QUALITY	
11	CSO	CRIMSON SPIRE OAK	2" CAL.	FULL CROWN, B&B, STAKED	45X15 FEET
		Quercus x bimundorum 'Crimschmidt'	SINGLE TRUNK	SPECIMEN QUALITY	
5	GRT	GOLDENRAIN TREE	2" CAL.	STRIAGHT TRUNK, B&B	30X25 FEET
		Koelreuteria paniculata	STRIAGHT TRUNK	SPECIMEN QUALITY, STAKED	
14	JPT	JAPANESE PAGODA TREE	2" CAL.	FULL CROWN, B&B, STAKED	50X50 FEET
		Styphnolobium japonicum	SINGLE TRUNK	SPECIMEN QUALITY	
6	SMH	SHADEMASTER HONEYLOCUST	2" CAL.	FULL CROWN, B&B, STAKED	45X40 FEET
		Gleditsia tria. inermis 'Shademaster'	SINGLE TRUNK	SPECIMEN QUALITY	
40					
ORNAMENTAL TREES					
3	ABS	AUTUMN BRILL SERVICEBERRY	1 1/2" CAL	STRAIGHT TRUNK, B&B	20X15 FEET
		Amelanchier grand. 'Autumn Brilliant"	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
8	ARM	AMUR MAPLE	6' HT.	3 LEADER MIN, B&B	15X15 FEET
		Acer Ginnala 'Flame'	MULTI LEADER	SPECIMEN QUALITY, STAKED	
6	ISL	IVORY SILK JAPANESE TREE LILAC	1 1/2" CAL	STRAIGHT TRUNK, B&B	25X20 FEET
		Syringa reticulata 'Ivory Silk'	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
27	WKH	WINTER KING HAWTHORN	1 1/2" CAL	STRAIGHT TRUNK, B&B	20X20 FEET
		Crataegus phaenopyrum	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
44					
EVERGREEN TREES					
9	LPP	LODGEPOLE PINE	6'-10' HT.	FULL FORM, B&B	50x15FEET
		Pinus contora latifolia	SEE PLAN	SPECIMEN QUALITY, GUYED	
5	POP	PONDEROSA PINE	6'-10' HT.	FULL FORM, B&B	70X35 FEET
		Pinus ponderosa	SEE PLAN	SPECIMEN QUALITY, GUYED	
7	SCP	SCOTCH PINE	6'-10' HT.	FULL FORM, B&B	40X25 FEET
		Pinus sylvestris	SEE PLAN	SPECIMEN QUALITY, GUYED	
43	VWP	VANDERWOLFS PYRAMID PINE	6'-10' HT.	FULL FORM, B&B	40x25FEET
		Pinus flexilis 'Vanderwolf's Pyramid'	SEE PLAN	SPECIMEN QUALITY, GUYED	
64					
DECIDUOUS SHRUBS					
11	DKL	DWARF KOREAN LILAC	5 GAL.	SPACING 4' O.C.	6X6 FEET
		Syringa meyen 'Palibin'	18"-24" HT.	5 CANES MIN.	
77	KOH	KODIACK ORANGE HONEYSUCKLE	5 GAL.	SPACING 4' O.C.	4X4 FEET
		Diervilla x	18"-24" HT.	5 CANES MIN.	
129	NMP	NEW MEXICO PRIVET	5 GAL.	STRAIGHT TRUNK, B&B	12X8 FEET
		Forestiera pubescens var. pubescens	SINGLE TRUNK	SPECIMEN QUALITY, STAKED	
32	ORB	ORANGE ROCKET BARBERRY	5 GAL.	SPACING 3' O.C.	5X3 FEET
		Berberis thunbergii 'Orange Rocket'	18"-24" HT.	5 CANES MIN.	
76	PBS	PAWNEE BUTTES SAND CHERRY	5 GAL.	SPACING 5' O.C.	1.5X5 FEET
		Prunus besseyi 'P011S'	18"-24" HT.	5 CANES MIN.	
85	RUS	DENIM N LACE RUSSIAN SAGE	5 GAL.	SPACING 3' O.C.	3X3 FEET
		Perovskia atriplicifolia 'Denim 'n Lace'	18"-24" HT.	5 CANES MIN.	
24	SPB	SUNJOY GOLD PILLAR BARBERRY	5 GAL.	SPACING 3' O.C.	5X3 FEET
		Berberis thunbergii 'Maria'	18"-24" HT.	5 CANES MIN.	
38	TBR	TALL BLUE RABBITBRUSH	5 GAL.	SPACING 5' O.C.	6X5 FEET
		Ericameria nauseosa var. speciosa	18"-24" HT.	5 CANES MIN.	
472					
EVERGREEN SHRUBS					
24	GOJ	GREY OWL JUNIPER	5 GAL.	SPACING 5' O.C.	3X6 FEET
		Juniperus virginiana 'Grey Owl'	18"-24" SPREAD	5 CANES MIN.	
13	SGJ	SEA GREEN JUNIPER	5 GAL.	SPACING 6' O.C.	5X6 FEET
		Juniperus chinensis 'Sea Green'	18"-24" SPREAD	5 CANES MIN.	
76	SGB	SPANISH GOLD BROOM	5 GAL.	SPACING 6' O.C.	4X6 FEET
		Cytisus purgans	18"-24" HT.	5 CANES MIN.	
113					
ORNAMENTAL GRASSES					
33	BAG	BLONDE AMBITION BLUE GRAMA	1 GAL.	SPACING 24" O.C.	3X2 FEET
		Bouteloua gracilis 'Blonde Ambition'	ESTABLISHED		
110	GSG	GIANT SACATON GRASS	1 GAL.	SPACING 60" O.C.	5X5 FEET
		Sporobolus wrightii	ESTABLISHED		
26	KFG	KARL FOERSTER FEATHER REED GRASS	1 GAL.	SPACING 24" O.C.	4X2 FEET
		Calamagrostis acuti. 'Karl Foerster'	ESTABLISHED		
36	SSG	SHENANDOAH SWITCHGRASS	1 GAL.	SPACING 36" O.C.	5X2 FEET
		Panicum virgatum 'Shenandoah'	ESTABLISHED		
205					
PERENNIALS					
21	FRY	FALSE RED YUCCA	1 GAL.	SPACING 36" O.C.	48X60 INCHES
		Hesperaloe parviflora	ESTABLISHED		
14	MNS	MAY NIGHT SALVIA	1 GAL	SPACING 24" O.C.	24X24 INCHES
		Salvia sylvestris 'May Night'	ESTABLISHED		
35					

LANDSCAPE DATA

DESCRIPTION	REQUIRED	PROVIDED
LANDSCAPE BUFFER (103,746 SF)(1 T & 5 SH/4500 SF)		
TREES	23	80 TREE
SHRUBS	115	350 SHRUB
GRASSES AND PERENNIALS (G&P)		140 G&P
OUTLOT A (25,209 SF) (1 T OR 1 SH/500 SF) + 1 T/2000 SF		
TREES	13	29 TREE
SHRUBS	51	70 SHRUB
GRASSES AND PERENNIALS (G&P)		68 G&P
OUTLOT A STREETSCAPE (260 LF)	(1 TREE/50 LF)	
TREES	5	7 TREE
SHRUBS	N/A	40 SHRUB
OUTLOT J (38,481 SF)(1 T OR 1 SH/500 SF) + 1 T/2000 SF		
TREES	19	23 TREE
SHRUBS	77	89 SHRUB
GRASSES AND PERENNIALS (G&P)		32 G&P
OUTLOT J STREETSCAPE (190 LF)	(1 TREE/50 LF)	
TREES	4	4 TREE
SHRUBS	N/A	36SHRUB
LANDSCAPE TOTALS		
	64	143 TREE
	243	585 SHRUB
		240 G&P

LANDSCAPE PERCENTAGES - LANDSCAPE BUFFERS

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
INTERMITTENTLY IRRIGATED NATIVE WONDER SEED MIX	N/A	51,270	N/A	49.4
INTERMITTENTLY IRRIGATED SHRUB BED	N/A	52,476	N/A	50.6
TOTAL LANDSCAPE AREA	N/A	103746	N/A	100

LANDSCAPE PERCENTAGES - NORTH PARK

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
IRRIGATED RTF WATER SAVER SOD	N/A	7,741	N/A	30.0
INTERMITTENTLY IRRIGATED LOW GROW AND HONEY BEE MIX	N/A	7,462	N/A	29.6
INTERMITTENTLY IRRIGATED BLAZE LITTLE BLUESTEM SEED MIX	N/A	3,226	N/A	12.8
INTERMITTENTLY IRRIGATED SHRUB BED	N/A	2,217	N/A	8.8
NON-IRRIGATED WOOD MULCH PLAYGROUND SPACE	N/A	4563	N/A	18.8
TOTAL LANDSCAPE AREA	N/A	25209	N/A	100
TOTAL LIVING GROUNDCOVER	18,907	19,538	75%	77.5%

LANDSCAPE PERCENTAGES - OUTLOT J - POCKET PARK

TYPE	MIN. REQUIRED AREA (SF)	PROVIDED AREA (SF)	REQUIRED % OF TOTAL LANDSCAPE AREA	PROVIDED % OF TOTAL LANDSCAPE AREA
IRRIGATED RTF WATER SAVER SOD	N/A	6,488	N/A	15.8
INTERMITTENTLY IRRIGATED LOW GROW AND HONEY BEE SEED MIX	N/A	26,164	N/A	63.9
INTERMITTENTLY IRRIGATED SHRUB BED	N/A	4,417	N/A	10.8
NON-IRRIGATED WOOD MULCH PLAYGROUND SPACE	N/A	3876	N/A	9.5
TOTAL LANDSCAPE AREA	N/A	40945	N/A	100
TOTAL LIVING GROUNDCOVER	30,709	34,861	75%	85.1%

*AREAS THAT ARE DESCRIBED TO BE INTERMITTENTLY IRRIGATED ARE PLANTING AREAS WITH XERIC PLANT MATERIAL THAT WILL BE IRRIGATED UNTIL ESTABLISHED. ONCE ESTABLISHED ONLY OCCASIONAL SUPPLEMENTAL WATERING WILL BE NECESSARY DURING PERIODS OF EXCESSIVE DROUGHT.

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

LANDSCAPE DETAILS

3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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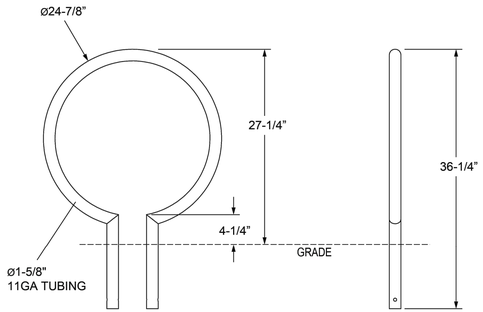
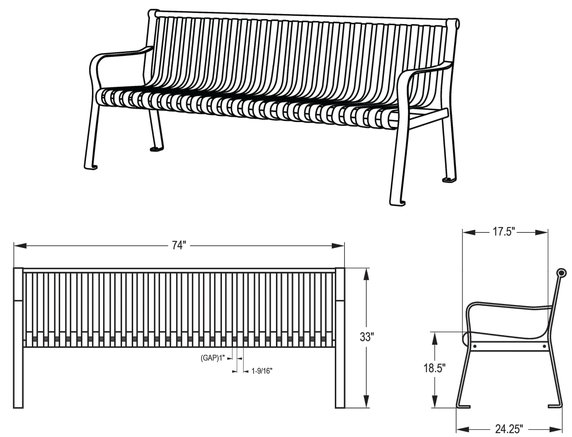
SHEET NUMBER
L3.90



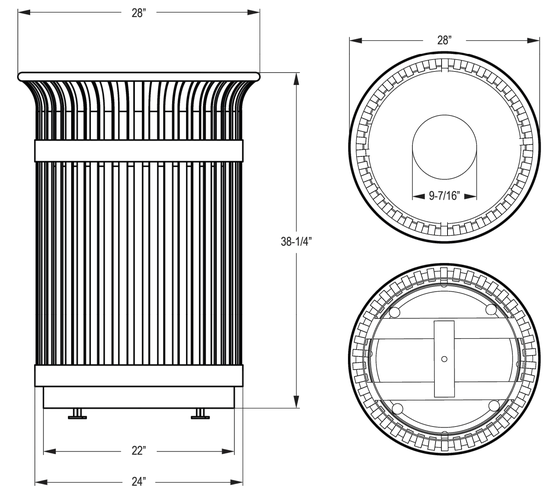
BELSON.COM, 2-BIKE OPAL CIRCULAR BIKE RACK,
GALVANIZED STEEL, IN-GROUND MOUNT
BLACK POWDER-COATED PAINT
MODEL # OPR-2-IG-G

(E) 2 BIKE CIRCULAR BIKE RACK
NOT TO SCALE



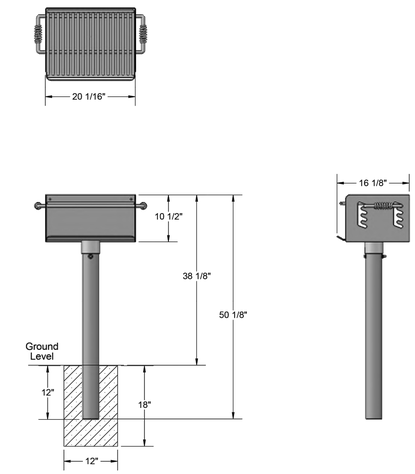
BELSON.COM, STEEL BENCH W/ STRAIGHT BACK,
STEEL, SURFACE MOUNT
BLACK RIVER PAINT FINISH
MODEL # CBPB-65B-BK

(F) STEEL BENCH
NOT TO SCALE



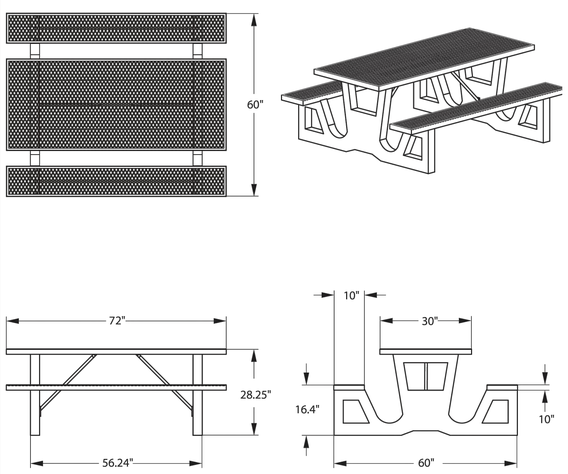
BELSON.COM, FLARE TOP TRASH RECEPTACLE,
STEEL, SURFACE MOUNT
BLACK RIVER PAINT FINISH
MODEL # CBTR-FT-BK

(G) TRASH RECEPTACLE
NOT TO SCALE



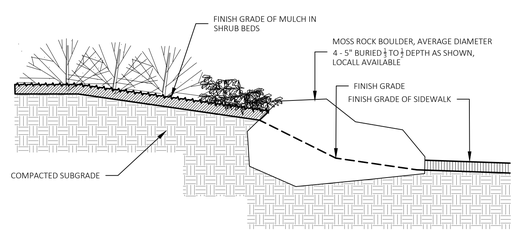
THEPARKCATALOG.COM, ROTATING PEDESTAL GRILL
SURFACE MOUNT
ITEM # 398-1488

(H) PARK GRILL
NOT TO SCALE

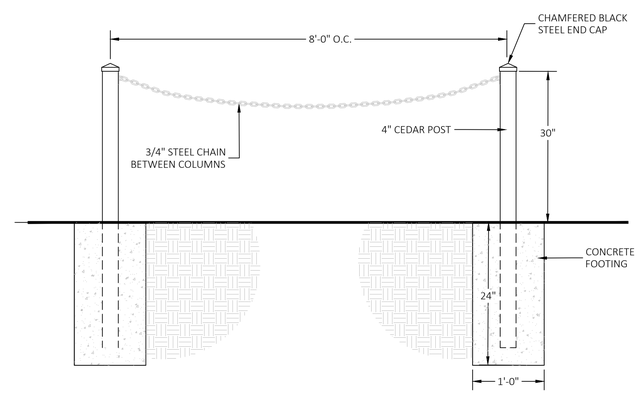


BELSON.COM, STEEL AND CONCRETE PICNIC TABLE,
MODEL # CPT6

(I) PICNIC TABLE
NOT TO SCALE



(J) BOULDER PLACEMENT
NOT TO SCALE



(K) BOLLARD AND CHAIN FENCE
NOT TO SCALE

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
720-258-6836
www.pnt-llc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
LANDSCAPE DETAILS
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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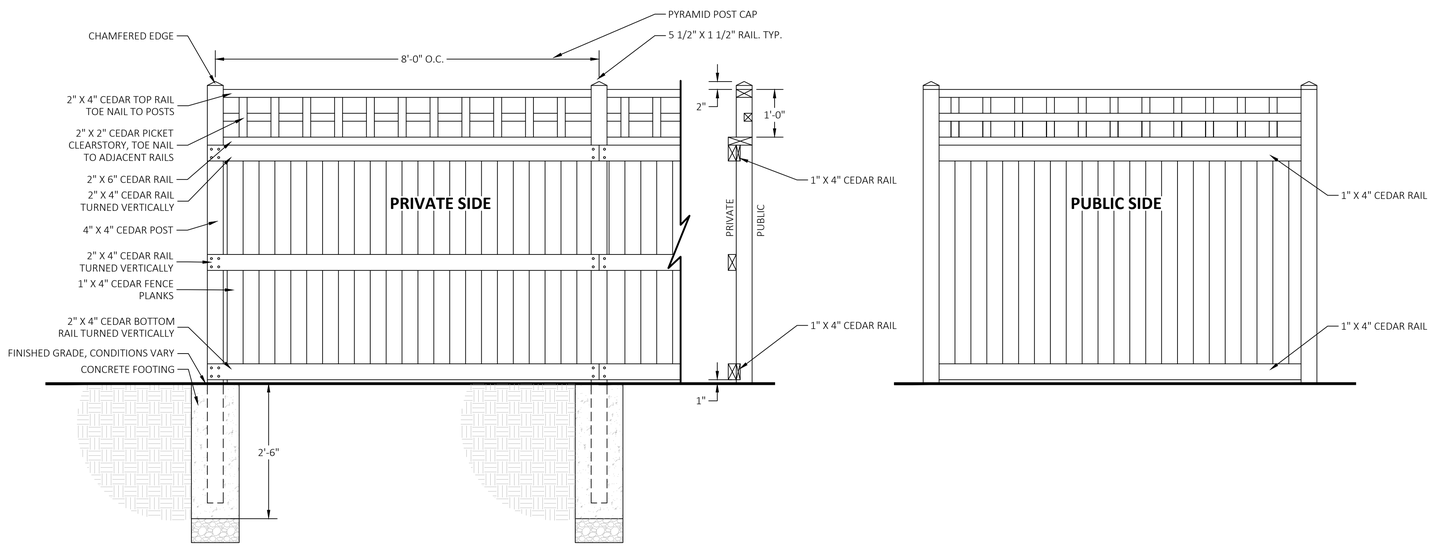
SHEET NUMBER
L3.91



L **HOMEBUILDER FENCE**
NOT TO SCALE

MANUFACTURER: MILE HIGH PLAY STATIONS
INSTALL PER MANUFACTURERS SPECIFICATIONS

M **PLAYGROUND - MAIN STRUCTURE**
NOT TO SCALE

MANUFACTURER: PLAYSLI
INSTALL PER MANUFACTURERS SPECIFICATIONS

N **PLAYGROUND - SWING SET**
NOT TO SCALE

O **PLAYGROUND - MISC EQUIPMENT**
NOT TO SCALE

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
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LANDSCAPE ARCHITECTURE
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TERRA FORMA SOLUTIONS

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TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
LANDSCAPE DETAILS
3465 SOUTH GAYLORD COURT, A304
ENGLEWOOD, CO

PROJ NO: 210259
ENG :
DATE : 06/28/2022

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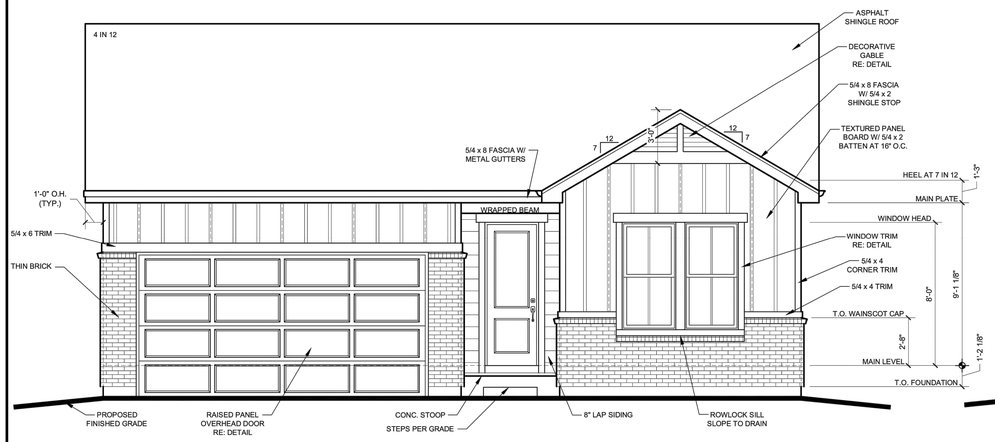
SHEET NUMBER
L3.92

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

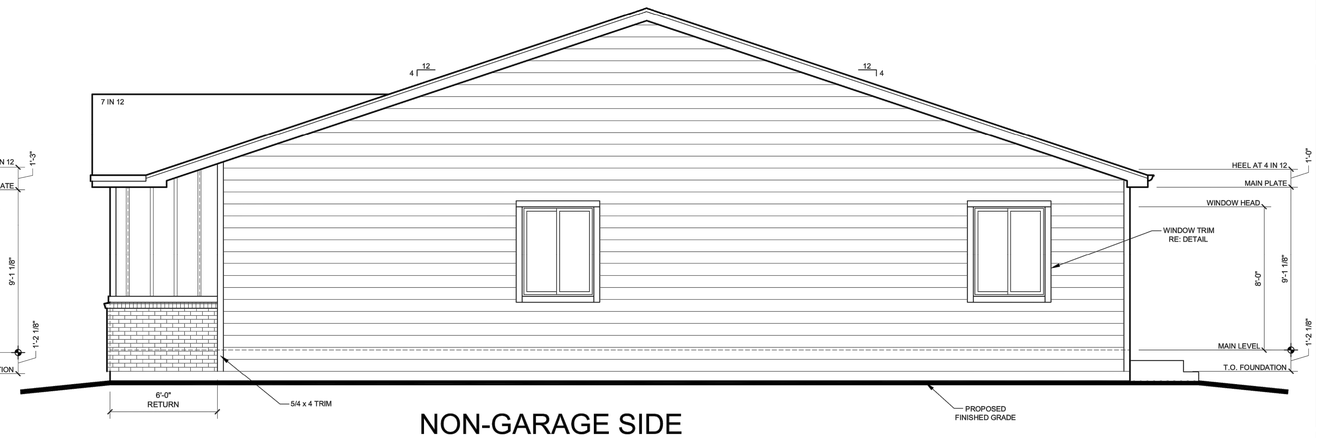
MODEL JTF-39102 ELEVATIONS



1 FRONT ELEVATION - 'A'

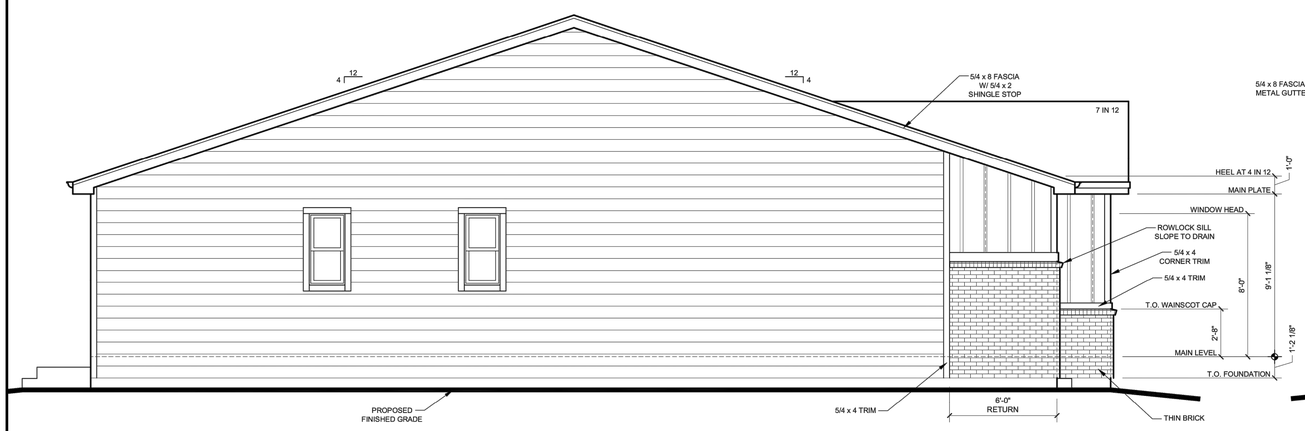
FARMHOUSE
32% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



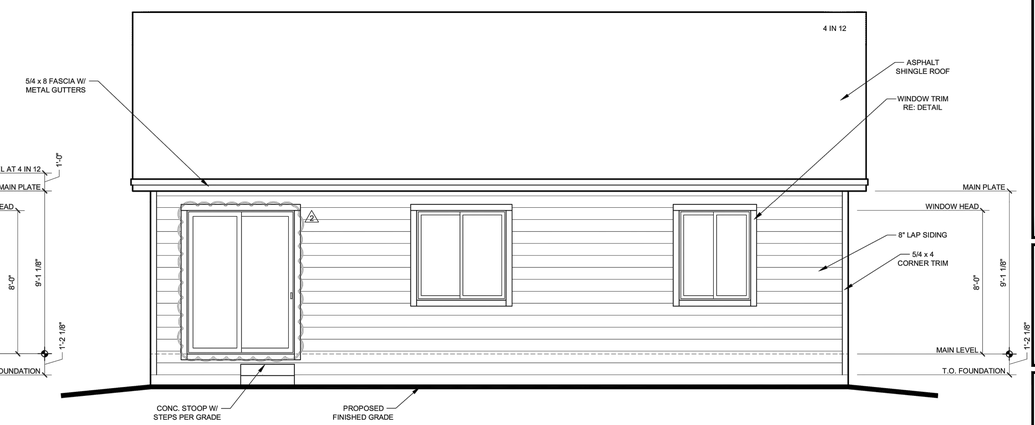
2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-39102
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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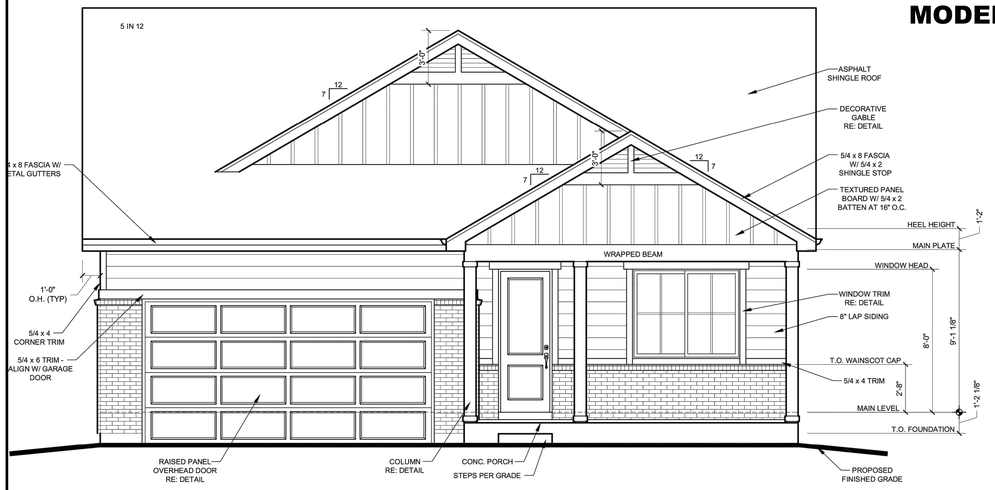
SHEET NUMBER
A1
23 OF 28

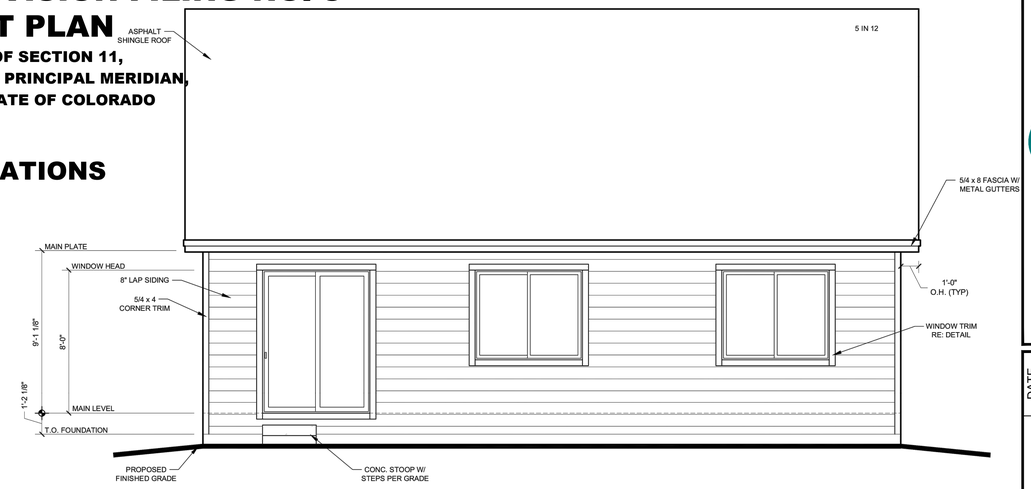
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

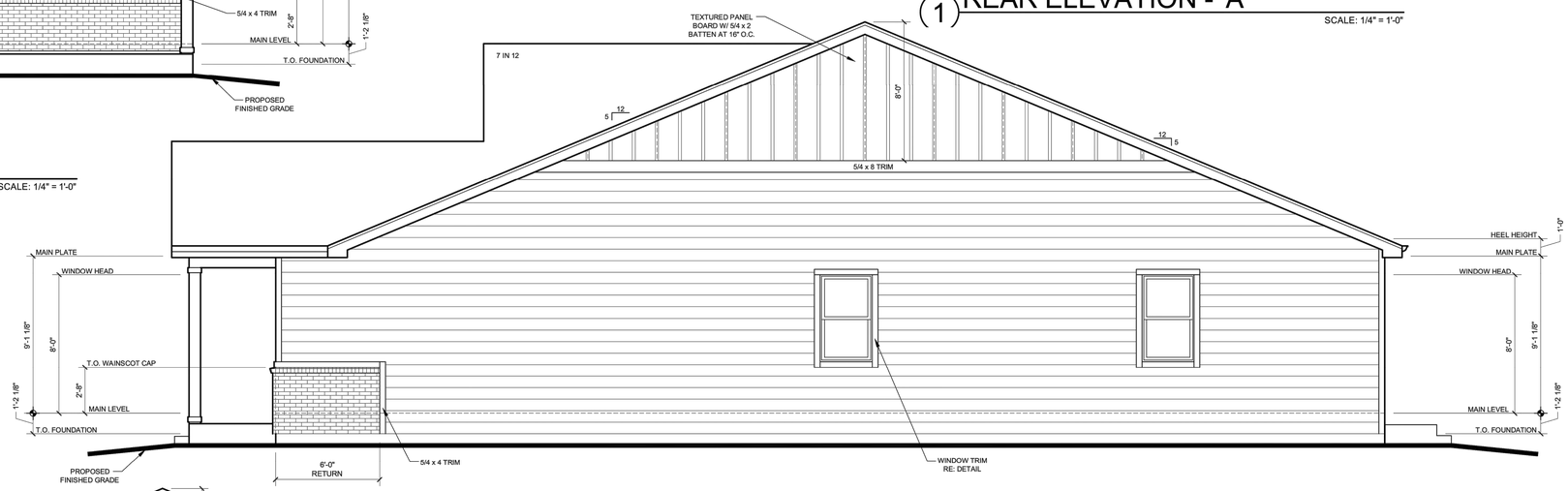
MODEL JTF-39123 ELEVATIONS



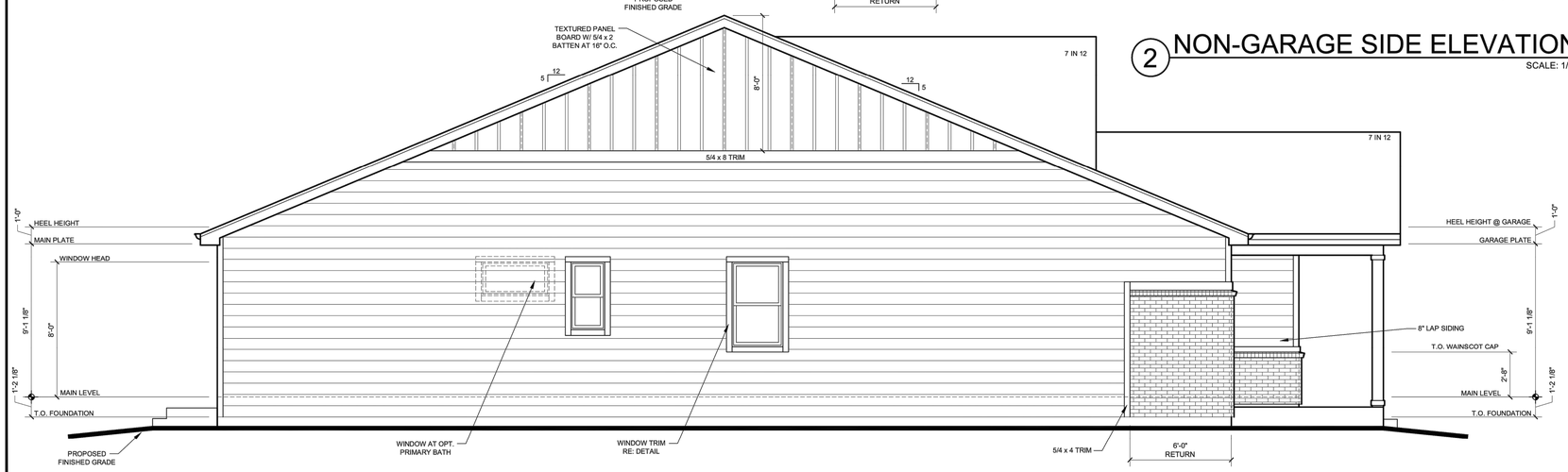
1 FRONT ELEVATION - 'A'
FARMHOUSE
32% MASONRY
10% GLAZING
SCALE: 1/4" = 1'-0"



1 REAR ELEVATION - 'A'
SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'
SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'
SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-39123
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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SHEET NUMBER
A2
24 OF 28

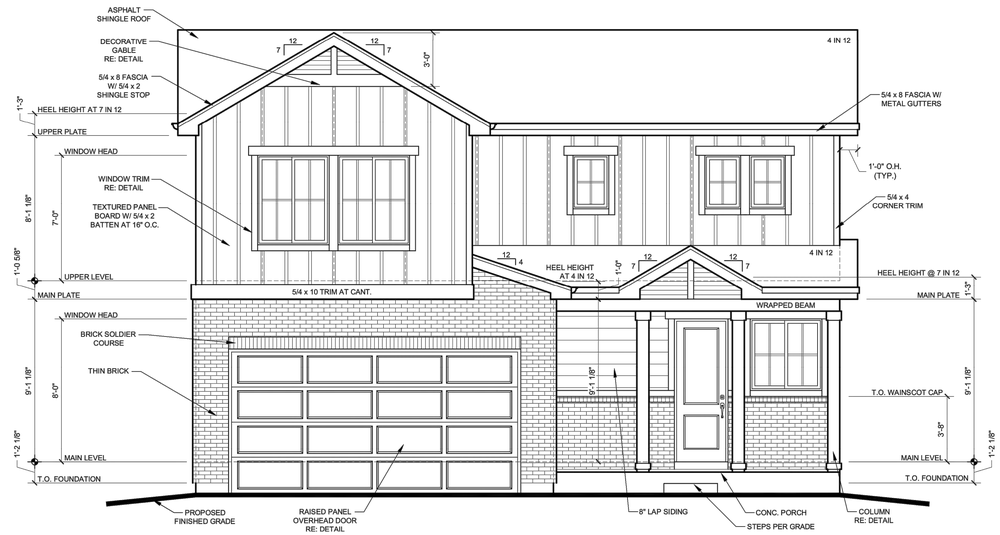
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

MODEL JTF-36204 ELEVATIONS

3 REAR ELEVATION - 'A'

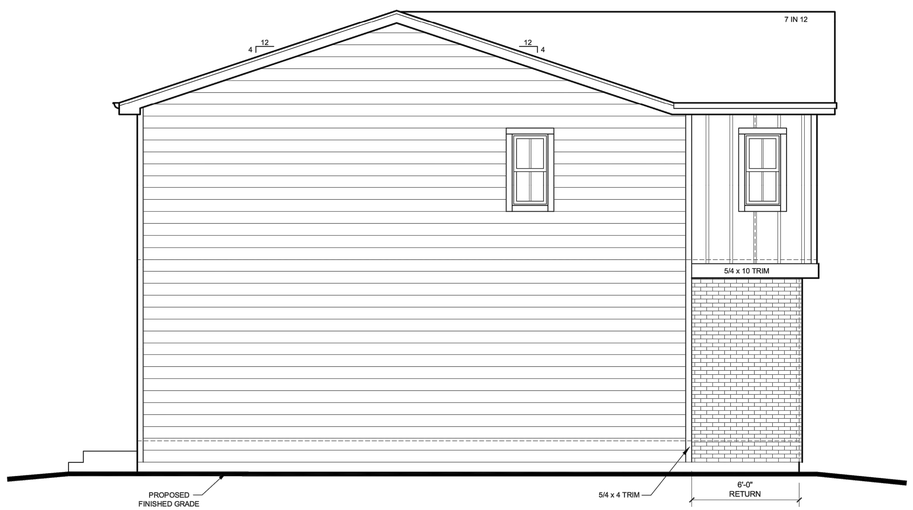
SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION - 'A'

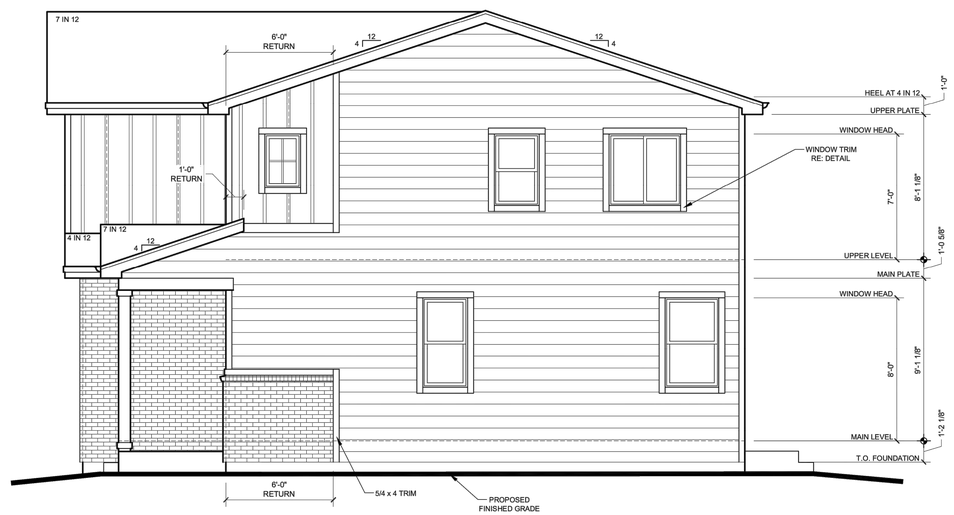
FARMHOUSE
33% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



4 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-36204
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

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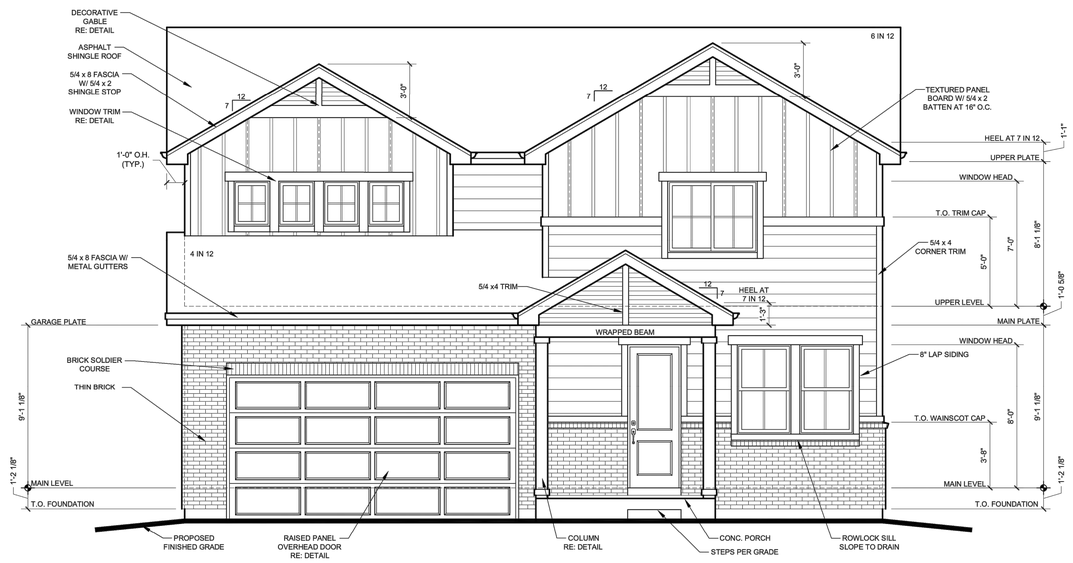
SHEET NUMBER
A3
25 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

MODEL JTF-36205 ELEVATIONS



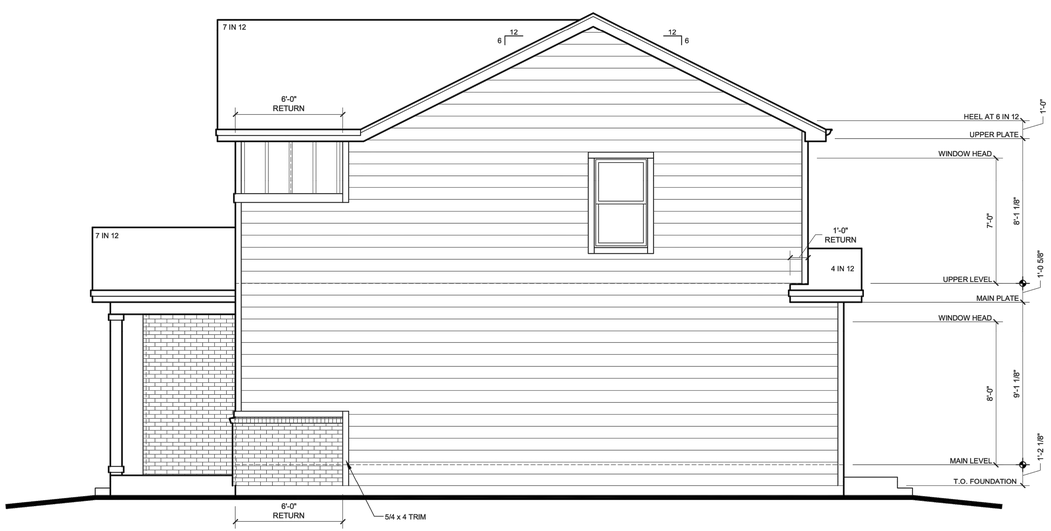
1 FRONT ELEVATION - 'A'

FARMHOUSE
30% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"

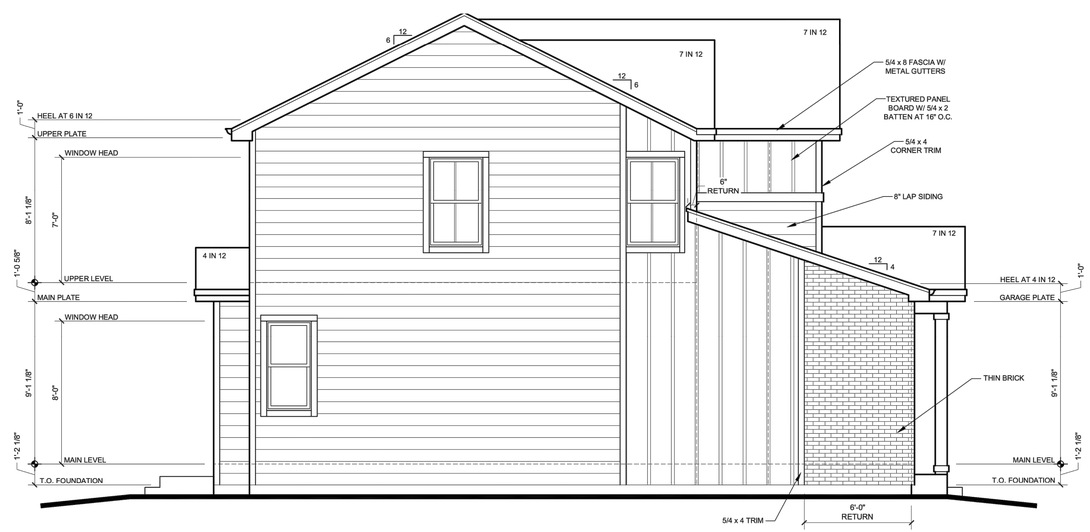
1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS

LEDGE ROCK CENTER RESIDENTIAL

BUILDING ELEVATIONS - JTF-36205

JOHNSTOWN, CO

PROJ NO: 210259

ENG : EAP/DDK

DATE : 12/22/2022

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SHEET NUMBER

A4

26 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

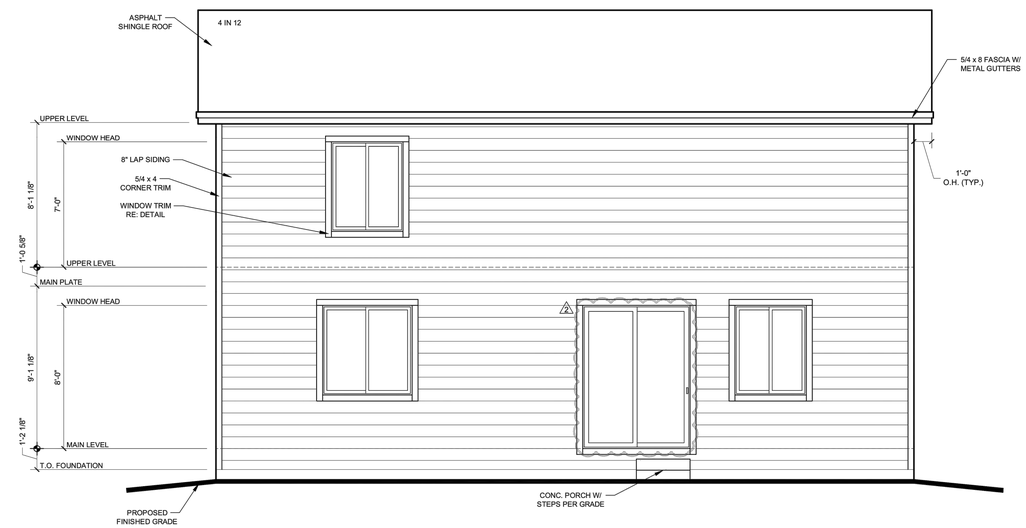
SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

MODEL JTF-36206 ELEVATIONS

1 FRONT ELEVATION - 'A'

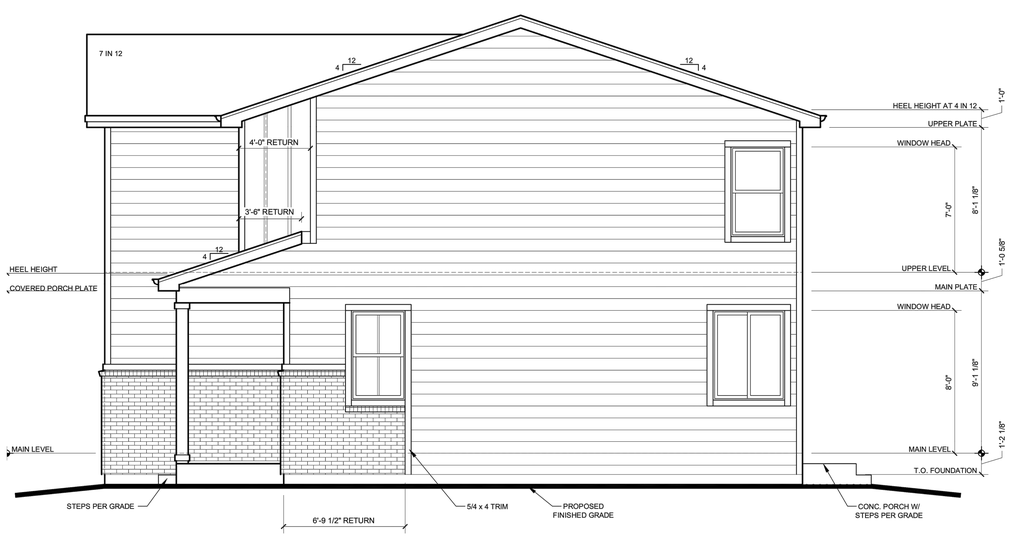
FARMHOUSE
30% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



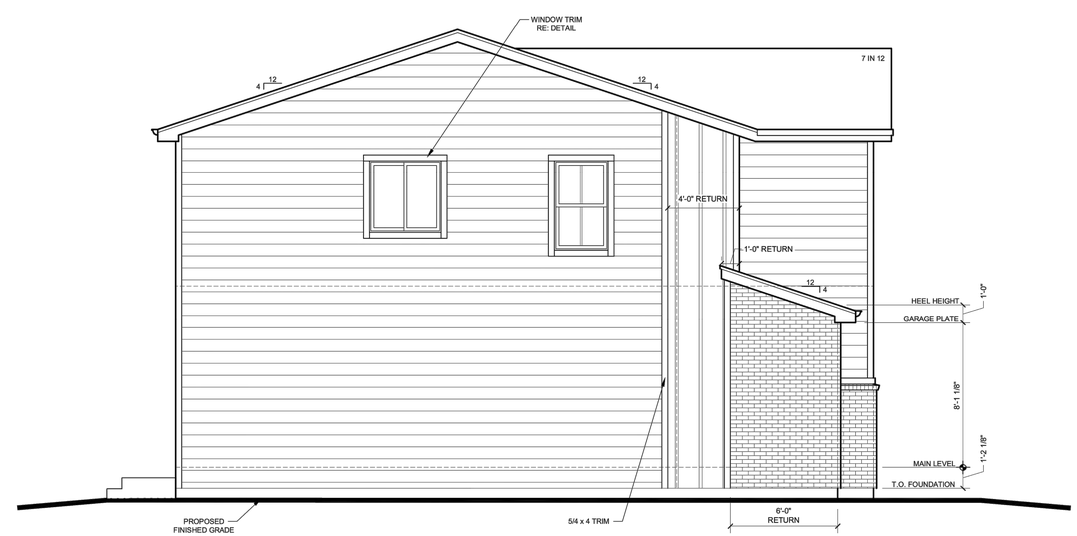
1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-36206
JOHNSTOWN, CO

PROJ NO: 210259
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DATE : 12/22/2022

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SHEET NUMBER
A5
27 OF 28

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
FINAL DEVELOPMENT PLAN

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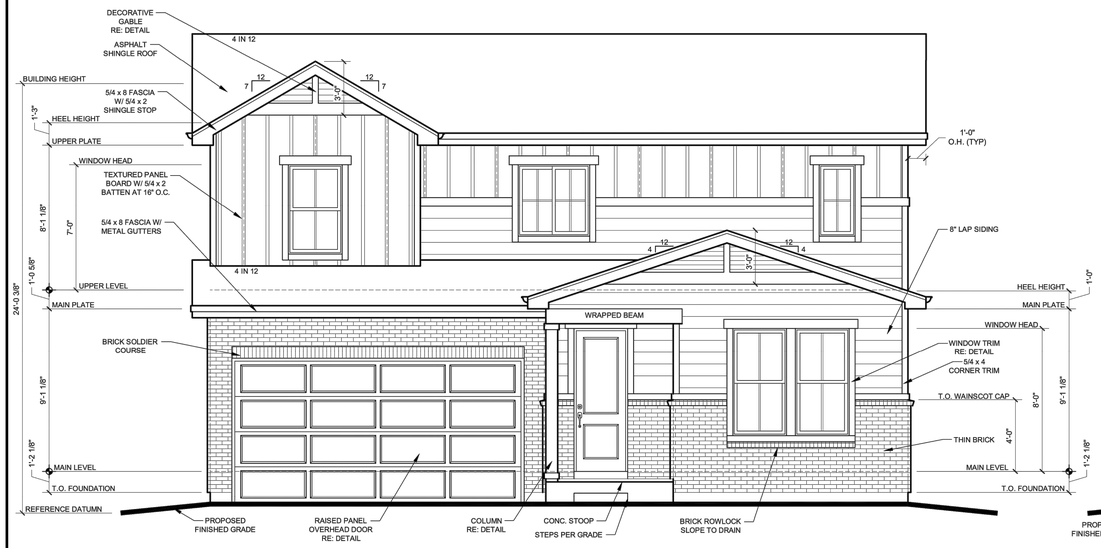
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

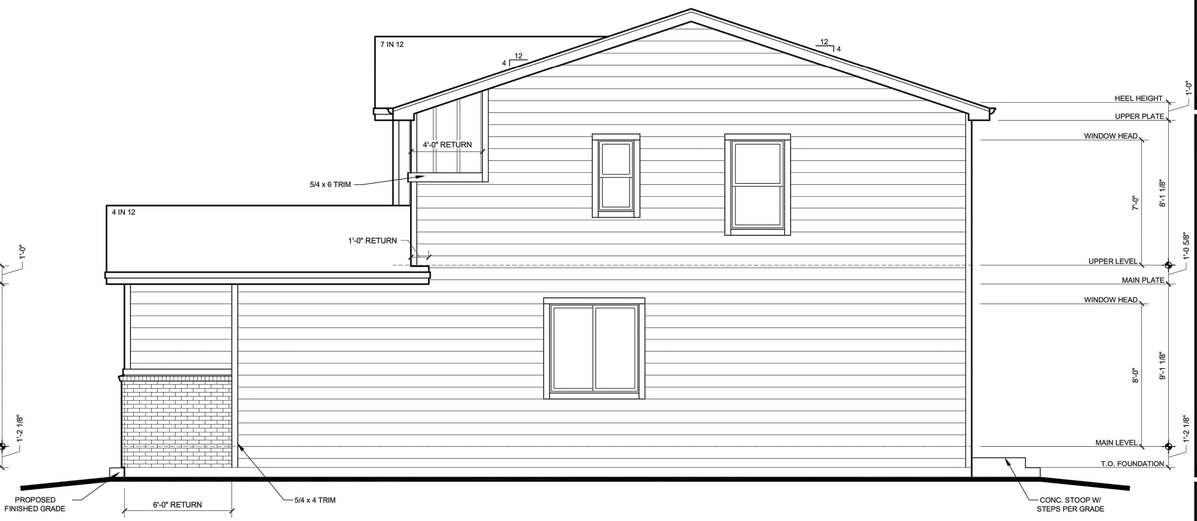
MODEL JTF-39208 ELEVATIONS



1 FRONT ELEVATION - 'A'

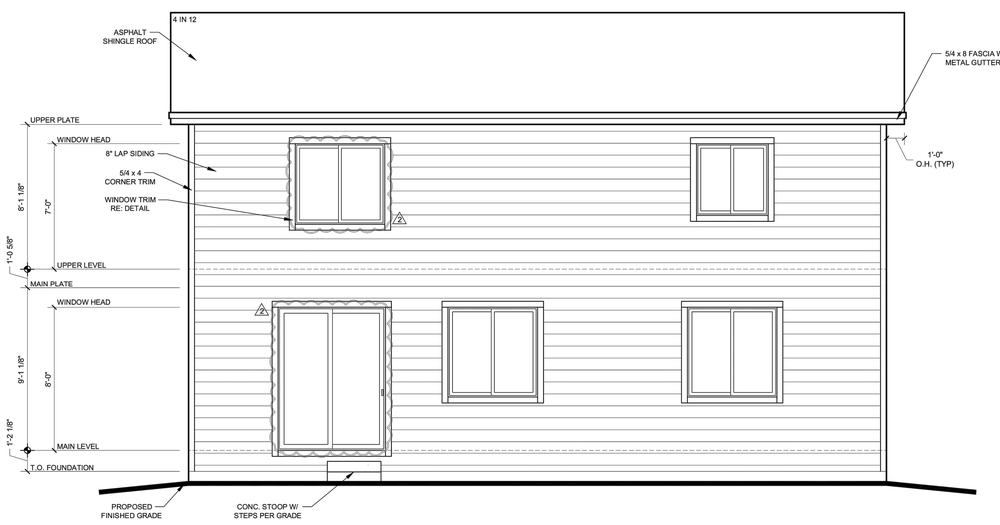
FARMHOUSE
30% MASONRY
15% GLAZING

SCALE: 1/4" = 1'-0"



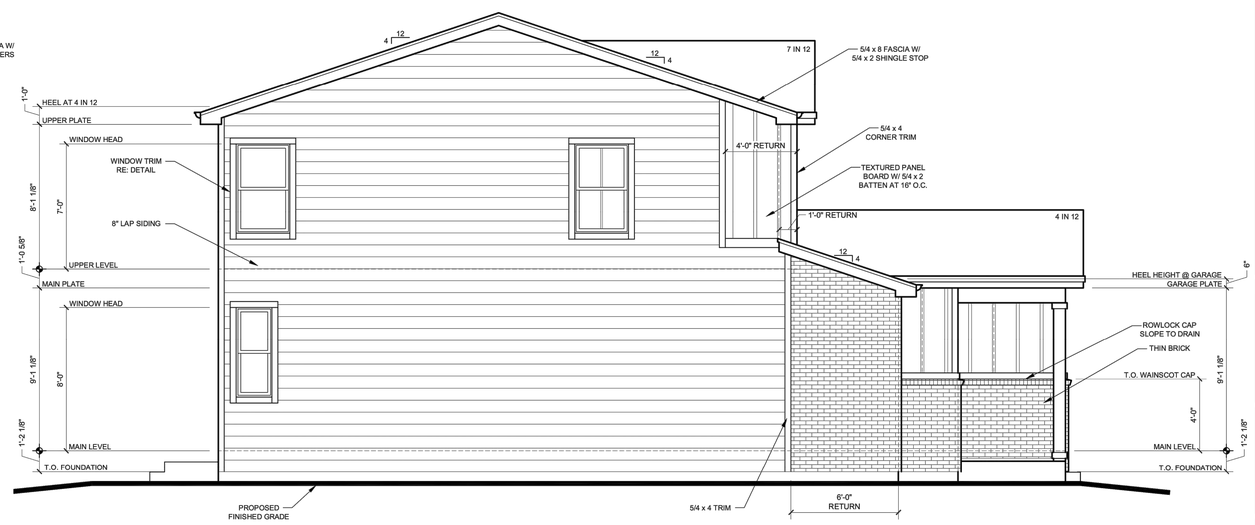
2 NON-GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



1 REAR ELEVATION - 'A'

SCALE: 1/4" = 1'-0"



2 GARAGE SIDE ELEVATION - 'A'

SCALE: 1/4" = 1'-0"

TERRA FORMA SOLUTIONS

REV. NO.	DESCRIPTION	DATE
1	REVISED PER TOWN COMMENTS	05/20/2022

TERRA FORMA SOLUTIONS
LEDGE ROCK CENTER RESIDENTIAL
BUILDING ELEVATIONS - JTF-39208
JOHNSTOWN, CO

PROJ NO: 210259
ENG : EAP/DDK
DATE : 12/22/2022

THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF CASE ENGINEERING, INC. NO PART OF THIS WORK MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM CASE ENGINEERING, INC.

SHEET NUMBER
A6
28 OF 28

Town of Johnstown

PLANNING & ZONING COMMISSION
STAFF ANALYSIS REPORT

ITEM:	**Public Hearing and Consideration for the East Ledge Rock Center Preliminary/Final Plat and Development Plan (SUB22-0002)**
DESCRIPTION:	Proposed subdivision for 196 single family homes, on approximately 49.8 acres.
LOCATION:	South of CO Hwy 60 and East of High Plains Blvd extension (south)
APPLICANT:	Ledge Rock Center, LLC
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	December 14, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan

PROJECT SUMMARY

The Applicant, Ledge Rock Center, LLC, is requesting consideration of a combined Preliminary/Final Subdivision Plat and Development Plan encompassing 49.787 acres. The proposed plat and development plan include 196 single-family detached lots, ranging in size from 6,548 - 15,624 Square Feet (SF), providing two small pocket parks and open space equaling 4 acres. Additional open space, totalling the required 30%, is being accommodated within the overall Ledge Rock Center PUD, including a large area that also incorporates the stormwater detention for the development.

Development plans provide for landscaping of common areas that is largely xeric, with native grasses and drip irrigated shrubs and trees. 6’ privacy fencing is proposed around the perimeter where adjacent to commercial or multifamily developments and the adjacent collector streets. The proposed roads of Carson Lane and Payton Drive are being constructed with the master development, including the adjacent right-of-way landscaping. Both single family areas provide a 30’ landscaped buffer from those street rights-of-way, as well.

Zoning: PUD-MU (Mixed Use) – Ledge Rock Center PUD and Outline Development Plan

ADJACENT ZONING & LAND USE

North	PUD-MU –Ledge Rock Center proposed commercial
East	A – Weld County Ag
South	A – Weld County Ag
West	PUD-MU –Ledge Rock Center Multifamily (approved on North / proposed to South)

PROPERTY LAND USE HISTORY

This property has historically been undeveloped agricultural land.

Property was annexed as the Ridgeview Ranch Annexation in the mid-2000s, and recently rezoned to PUD-MU for the full quarter-section of land. The Ledge Rock Center PUD was approved in 2022, with subsequent subdivisions and development plans adjacent for multifamily and commercial development. The main subdivision and public improvements is in final review for Town approvals – full construction of this development will be contingent upon those improvements being constructed.

PUBLIC NOTICE & COMMENT

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, November 24, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No public comment has been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

The proposed Preliminary/Final Development Plan and Subdivision Plat substantially comply with town code and regulations; aligns with the Johnstown Area Comprehensive Plan as an area of Medium Density/Intensity; and meets the development standards of the Town as well as Ledge Rock Center PUD design guidelines.

Staff has no outstanding concerns and believes this development will promote the Town's goals of diversity of housing types, walkable neighborhoods, and efficient development patterns and extension of infrastructure.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings:

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council that the requested East Ledge Rock Center Filing No. 3 Preliminary/Final Subdivision Plat and Development Plan be approved based upon the following findings:

1. The proposed Development is in alignment with the current Johnstown Area Comprehensive Plan and its Future Land Use Plan and the Ledge Rock Center ODP.

2. The proposed Development is serviceable by Town systems, services, and utilities, with required improvements that will are reflected in development and construction plans.

3. This development will promote the Town's goals of diversity of housing types, walkable mixed-use, mixed-density neighborhoods, and promotes and efficient development pattern and extension of infrastructure.

Recommended Motion to Approve:
Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission moves to recommend Approval to the Town Council based upon the findings as stated in this report.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend Denial of the East Ledge Rock Center Filing No. 3 Preliminary/Final Subdivision Plat and Development Plan."

Town of Johnstown

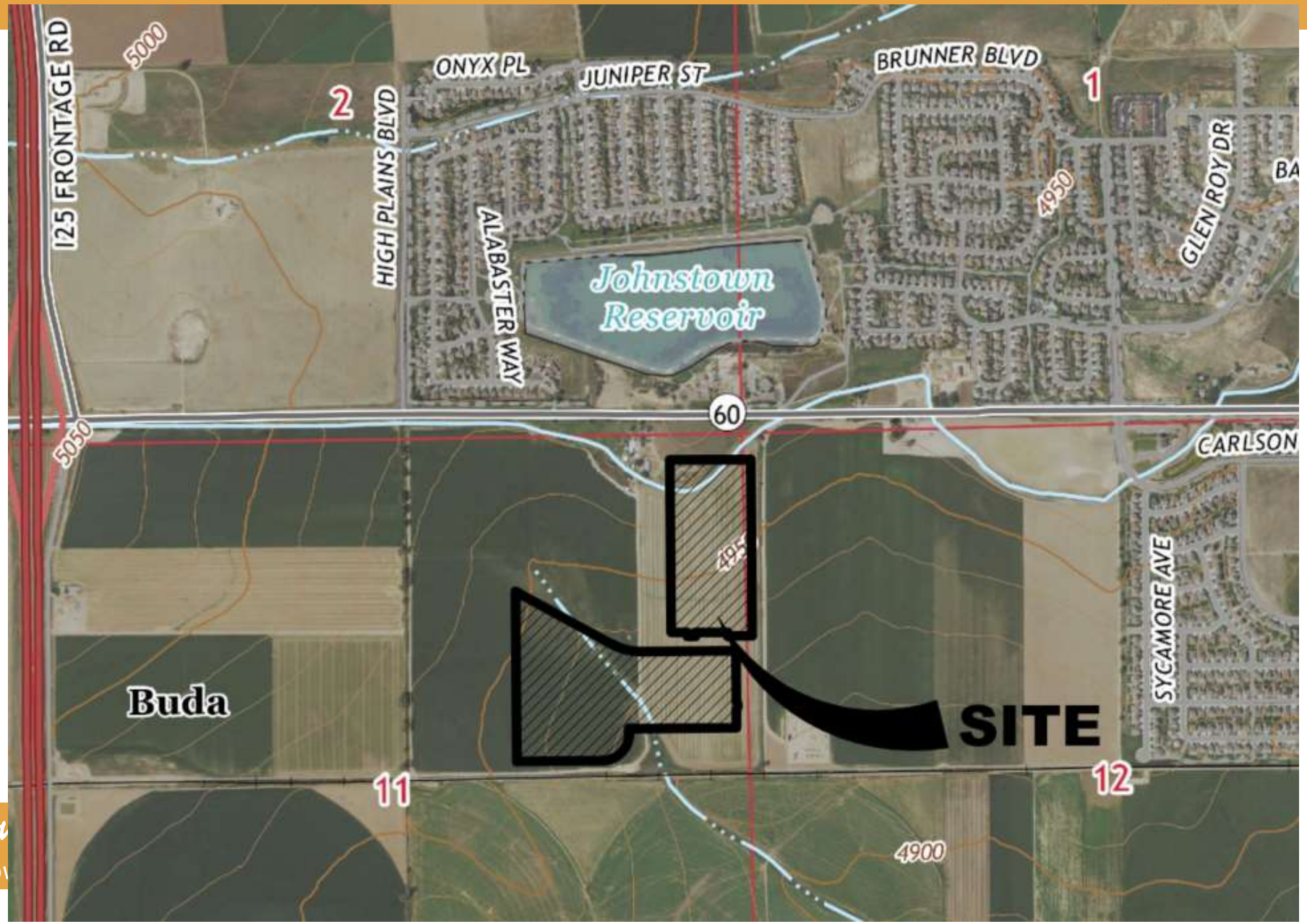
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

Preliminary/Final Subdivision Plat and Development Plan (SUB22-0002)

Town Council

February 6, 2023

VICINITY MAP



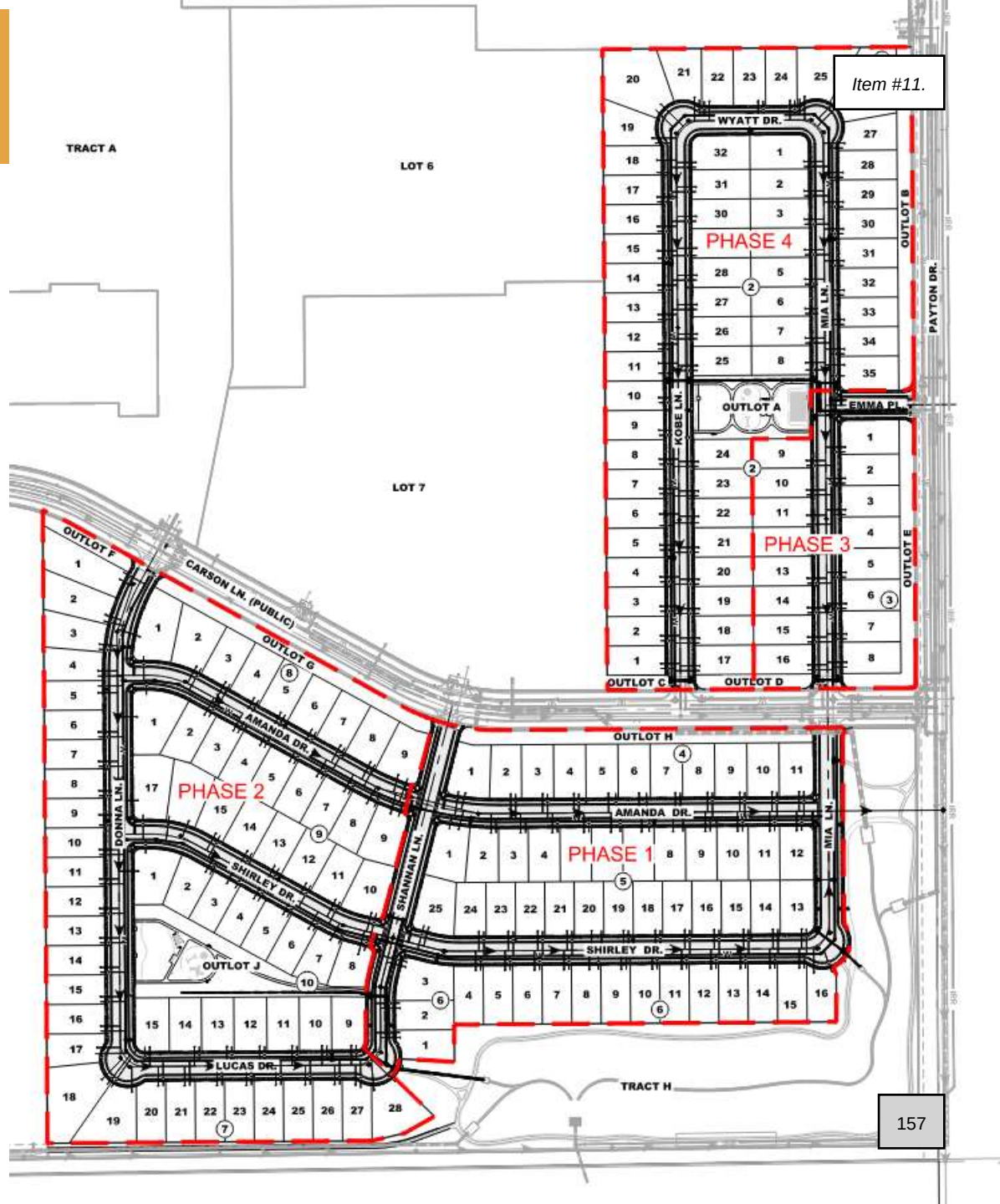
BACKGROUND

- 2003 Ridgeview Ranch Annexation & PUD-B and PUD-R zoning

- 2022 Ledge Rock Center
  - Rezone to PUD-MU
  - Outline Development Plan
  - "Master" Subdivisions (Filings 1 and 2)

OVERVIEW

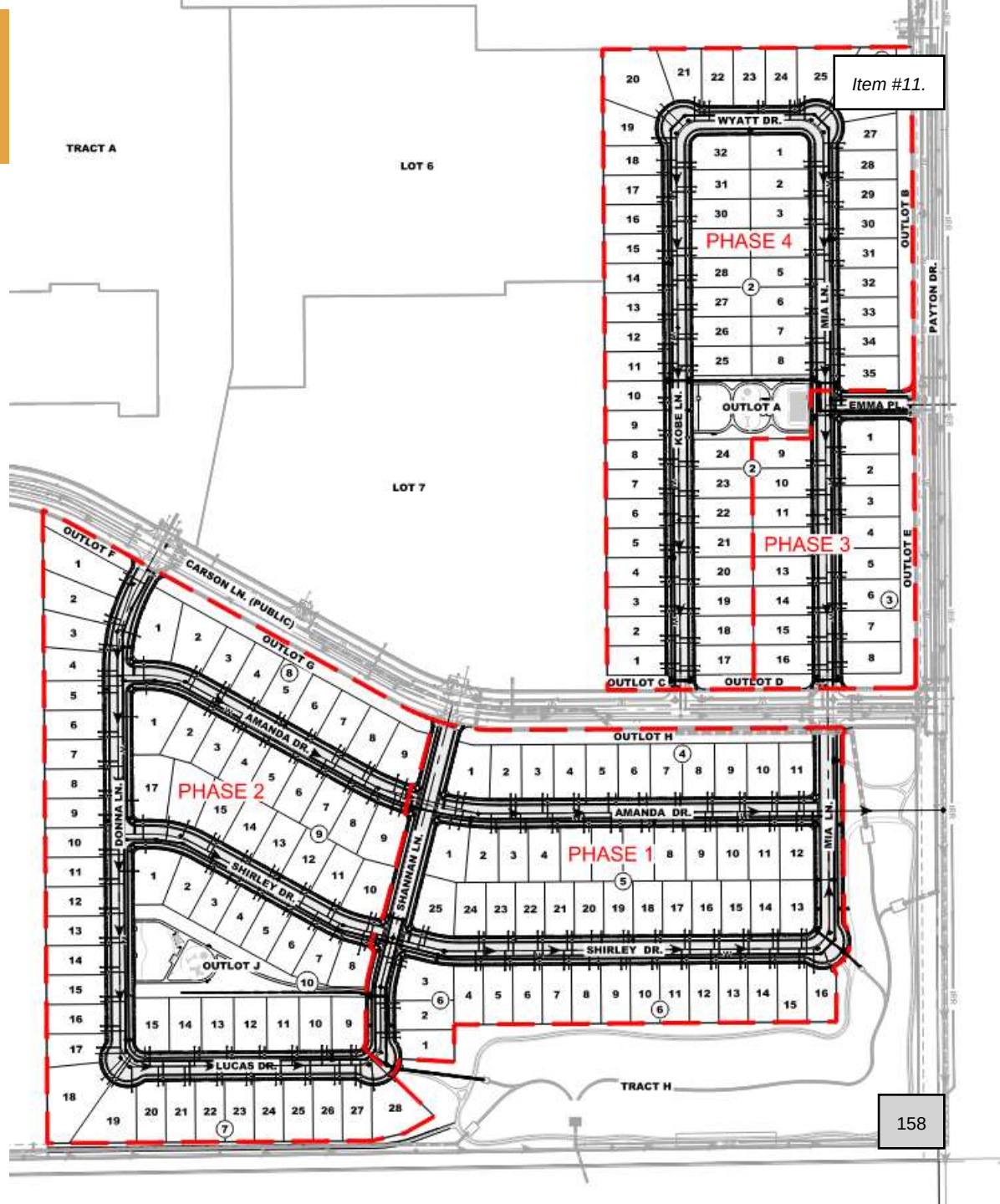
- Approx. 49.8 acres
- 196 Single Family Lots
- Lot Sizes: 6,548 SF – 15,624 SF
- 4 Acres of Pocket Parks and Buffers
- Xeric landscape principles applied
- Overall PUD @ 30% Open Space
- 6’ perimeter fence along Carson Ln. and Payton Dr., with masonry columns



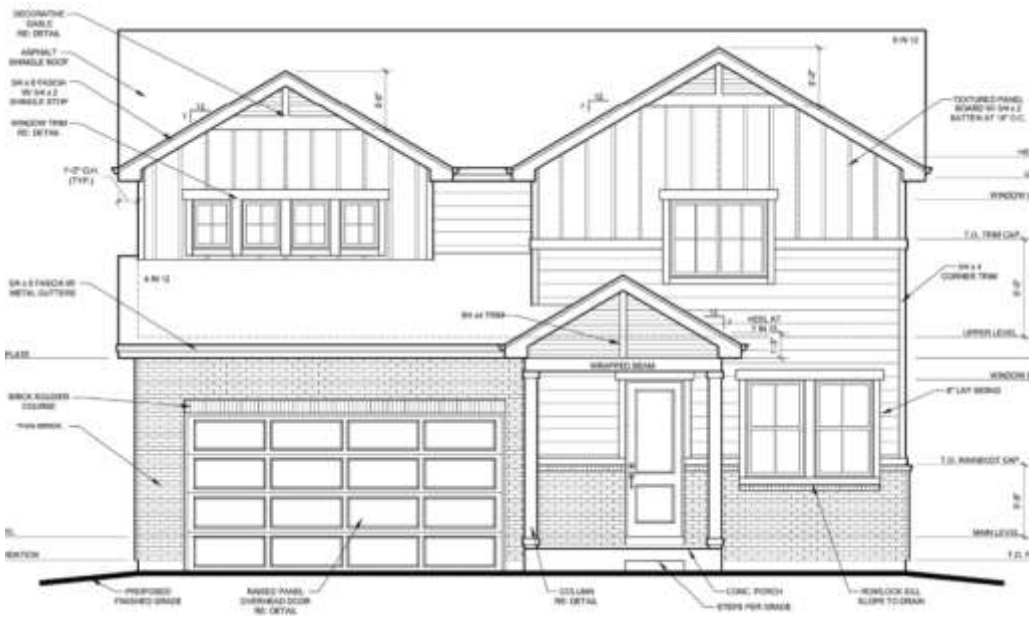
Town of Johnstown
johnstown.colorado.gov| 970-587-4664

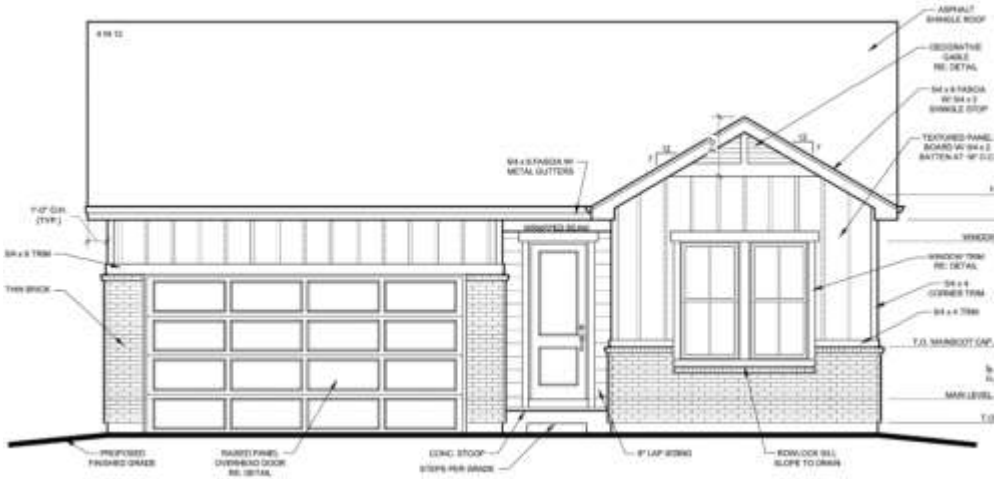
OVERVIEW

- Major Streets and Infrastructure (utilities, stormwater facilities, street configuration and traffic controls) will be provided with adjacent development.
- Ledge Rock Center includes commercial and multifamily areas, as well.



CONCEPTUAL ELEVATIONS





ANALYSIS & RECOMMENDATION

- Conforms to the Ledge Rock Center Outline Development Plan.
- Is in substantial compliance with the Town's codes, regulations, and requirements
- Promotes the Towns goals of diversity of housing types, walkable mixed-use neighborhoods, and an efficient pattern of development.
- Planning & Zoning Comm. Recommends Approval

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Ordinance 2023-241 Approving the Outline Development Plan (ODP) for High Plains Estates P.U.D.

ACTION PROPOSED: Consider Ordinance 2023-241 Approving the Outline Development Plan for High Plains Estates P.U.D.

ATTACHMENTS:
1. Vicinity Map
2. Ordinance 2023-241
3. Proposed High Plains Estates Outline Development Plan
4. PZC Staff Report, January 25, 2023
5. Klein 125 ODP
6. High Plains Estates Master Traffic Impact Study
7. Staff Presentation
8. Applicant Presentation

PRESENTED BY: Kim Meyer, Director

AGENDA ITEM DESCRIPTION:

The Applicant requests approval of the High Plains Estates Outline Development Plan (ODP) for a mixed density residential neighborhood on approximately 124 acres that is located east of High Plains Boulevard, and south of CR 50/Veterans Parkway. This ODP will supersede the ODP associated with the Klein 125 Annexation (Attachment 5).

This proposed ODP proposes up to 725 dwelling units in a mix of lot configurations from clustered homes and carriage house-type units to traditional single family detached homes (Attachment 3). Densities in the various planning areas range from 3-5 units/acre to 3-12 units per acre – comparable to the current Klein 125 ODP, with an average density of approximately 6 units per acre overall. Lot sizes may vary widely, depending on the type of housing unit that is proposed in future development plans, as depicted on the ODP, Sheets 5, 6, and 7 . Lots along the southern boundary, adjacent to Rocksbury Ridge will be a minimum of 6,500 SF. The PZC staff memo provides additional detail on the project (Attachment 4).

The ODP is largely considered those sheets of the submitted document that reference the mix of uses, densities, unit counts and square footage maximums, and overall layout. All sheets that reference open space locations, streets, utilities, and grading/drainage layouts are considered conceptual and are labeled and noted as such. Additional more detailed studies and plans will be forthcoming with subsequent submittals of subdivision and development plans.

The Planning and Zoning Commission held a public hearing on January 25, 2023, and recommended Approval to the Town Council, with the addition to the ODP plan language of a noise study evaluating impacts of the adjacent Cito Trust oil and gas facility to accompany future submittals, as well as several revisions to clean up some language and resolve conflicts. The noise study discussion and concern was raised during public comment by current neighbors to that site who indicated that the compressor located on that site produces considerable noise, and recommended the Town take that into account with regards to the proximity of new homes to that facility. Additional issues raised by the Commission and the public included increased traffic concerns, stormwater drainage, and discussion of a notation of a small area of contaminated soil on-site, which the Applicant indicated that they intend to mitigate and remediate, per environmental engineer recommendations.

The Staff-requested revisions and clean-ups, as noted in the PZC staff report (Attachment 4); as well as the addition of a note to provide a noise study as development is proposed along the eastern portion of the site, have been incorporated into a revised ODP plan set, as presented in Attachment 3.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning and Zoning Commission recommended, and Staff supports, Approval of Ordinance 2023-241 Approving the Outline Development Plan (ODP) for High Plains Estates P.U.D.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move that the Council approve Ordinance 2023-241 Approving the Outline Development Plan (ODP) for High Plains Estates P.U.D., on first reading.

<u>For Approval with Conditions:</u> Based on findings and analysis presented at this hearing, I move that the Council approve Ordinance 2023-241, on first reading, Approving the Outline Development Plan (ODP) for High Plains Estates P.U.D., with the following conditions, to be revised and updated prior to final publication:

a.

<u>For Denial:</u> Based on information presented in this hearing, I move that the Council deny Ordinance 2023-241.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-241

APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR HIGH PLAINS ESTATES, LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 121.160 ACRES

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

WHEREAS, High Plains Estate JV, LLC, a Delaware limited liability company ("Applicant"), submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a development known as High Plains Estates ("High Plains Estates Outline Development Plan"), located in the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 121.160 acres ("Property"); and

WHEREAS, the Property is subject to an existing outline development plan, known as the Klein 125 Annexation Outline Development Plan, approved on or about May 3, 2004; and

WHEREAS, the Applicant seeks to replace the Klein 125 Annexation Outline Development Plan with the High Plains Estates Outline Development Plan and develop the Property pursuant to the High Plains Estates Outline Development Plan; and

WHEREAS, on January 25, 2023, the Planning and Zoning Commission held a public hearing and recommended approval of the High Plains Estates Outline Development Plan; and

WHEREAS, on February 6, 2023, the Town Council held a public hearing concerning approval of the High Plains Estates Outline Development Plan; and

WHEREAS, after considering the Planning and Zoning Commission's recommendation for approval, reviewing the file and conducting such public hearing, Town Council found that the High Plains Estates Outline Development Plan satisfies the factors set forth in the Johnstown Municipal Code and is consistent with the Johnstown Area Comprehensive Plan; and

WHEREAS, based on the foregoing, the Town Council desires to approve the High Plains Estates Outline Development Plan.

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

Section 1. P.U.D. Outline Development Plan Approval. The High Plains Estates Outline Development Plan, located in the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 121.160 acres, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

Section 2. Supersede and Replace. The High Plains Estates Outline Development Plan shall supersede and replace the Klein 125 Annexation Outline Development Plan, approved on or about May 3, 2004.

Section 3. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado ("Charter") and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Hannah Hill, Town Clerk Gary Lebsack, Mayor

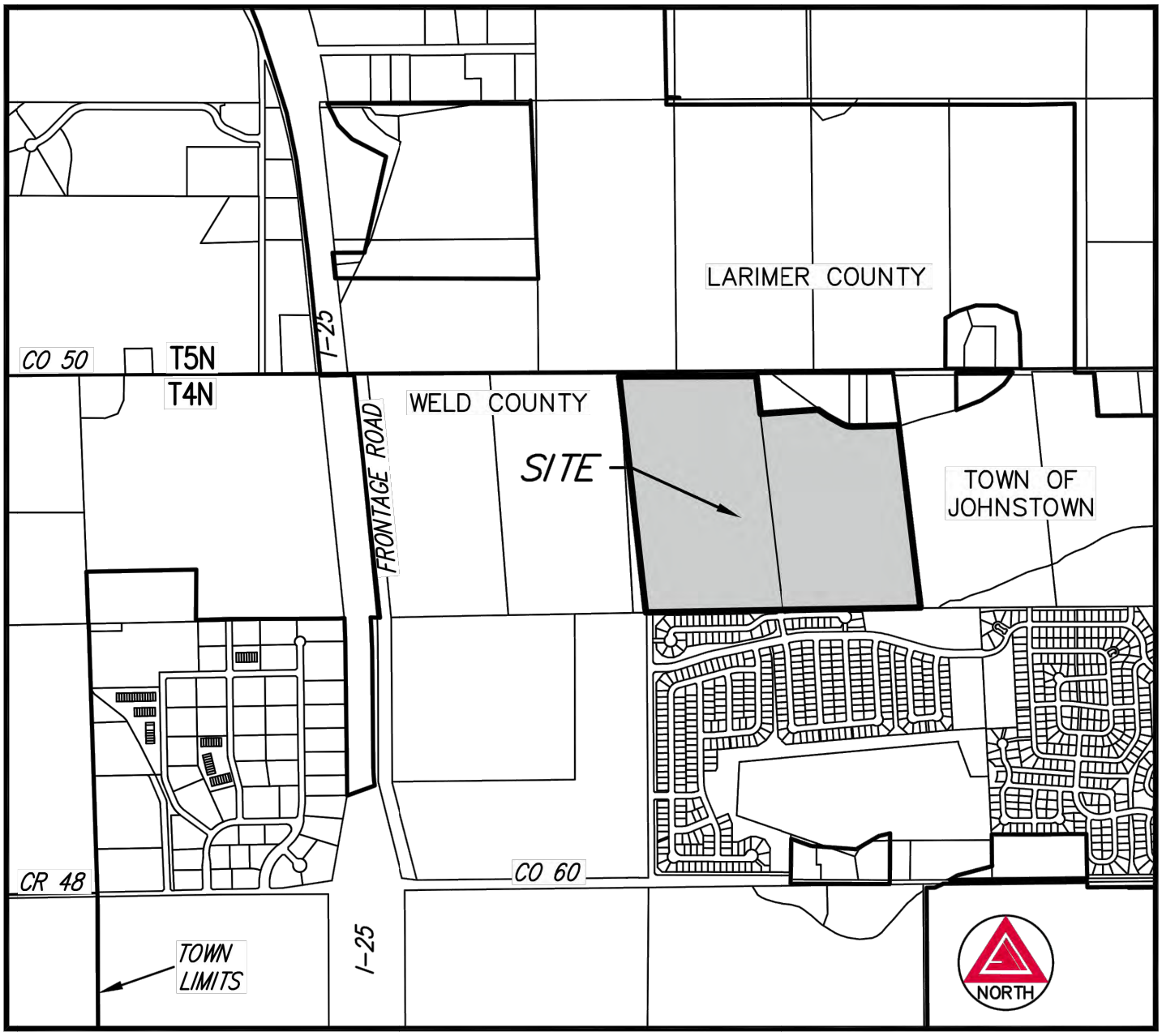
PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Hannah Hill, Town Clerk Gary Lebsack, Mayor

HIGH PLAINS ESTATES



VICINITY MAP

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

COVER SHEET

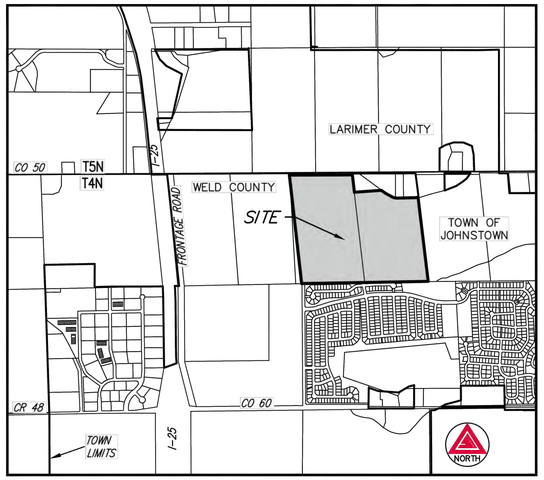
LEGAL DESCRIPTION

LOT B RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO,

AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M. LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, COUNTY OF WELD, STATE OF COLORADO

TOTAL ACREAGE: 121.160



VICINITY MAP

GENERAL NOTES

1. ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATION TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
2. LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING. LOCAL AND COLLECTOR STREETS SHALL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
3. ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS. FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE SHALL NOT EXCEED THE MAXIMUM DENSITY INDICATED WITHIN THE PLANNING AREA. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF SUBDIVISION PLATTING.
4. GROSS DENSITY SHALL NOT EXCEED 5 DU/AC.
5. AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
6. FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY FROM THAT SHOWN.
7. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.
8. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATION OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
9. LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTNING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY TOWN COUNCIL PRIOR TO IMPLEMENTATION.
10. NOISE STUDY: THE APPLICANT WILL CONDUCT A NOISE STUDY FOR THE OIL AND GAS FACILITY AT THE TIME OF FUTURE DEVELOPMENT PLANS THAT INCLUDE THE EASTERN PORTION OF THE HIGH PLAINS ESTATES PUD.

SHEET INDEX

1	COVER
2	EXISTING SITE CONDITIONS
3	ODP ZONING PLAN
4	PARKS, TRAILS, AND OPEN SPACE PLAN
5	ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES
6	LOT TYPICALS
7	LOT TYPICALS
8	CIRCULATION PLAN
9	PHASE 1 MASTER UTILITY REPORT/PLAN
10	PRELIMINARY MASTER GRADING PLAN
11	ODP ILLUSTRATIVE CONCEPT PLAN

DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, SITE ACCESS AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS OUTLINE DEVELOPMENT PLAN (ODP) SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE ODP, PRELIMINARY, OR FINAL DEVELOPMENT PLANS - DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

APPROVALS

OWNERSHIP CERTIFICATION

HIGH PLAINS ESTATE JV LLC

_____
SIGNATURE

STATE OF COLORADO }
}
COUNTY OF _____ }

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY

_____ AND _____ AS _____

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL _____
NOTARY PUBLIC

I, _____, ATTORNEY AT LAW, DULY QUALIFIED, INSURED OR LICENSED BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS DEPICTED AND DESCRIBED THEREON AND THAT TITLE TO SUCH LAND IS OWNED IN FEE SIMPLE BY (ADD THE NAME) AT THE TIME OF THIS APPLICATION.

_____
NAME OF ATTORNEY
SIGNATURE AND REGISTRATION NUMBER_____

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS_____IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE 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

DEVELOPER

TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER

KEVIN LOVELACE
LJA ENGINEERING, INC
1765 WEST 121ST AVENUE
SUITE 300
WESTMINSTER, CO 80234
303-421-4224

PLANNER

KAREN HENRY
HENRY DESIGN GROUP
1501 WAZEE ST
UNIT 1-C
DENVER, CO 80202
303-446-2368

SURVEYOR

JIM LYNCH
AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE
SUITE 1
LITTLETON, CO 80122
303-713-1898

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
COVER

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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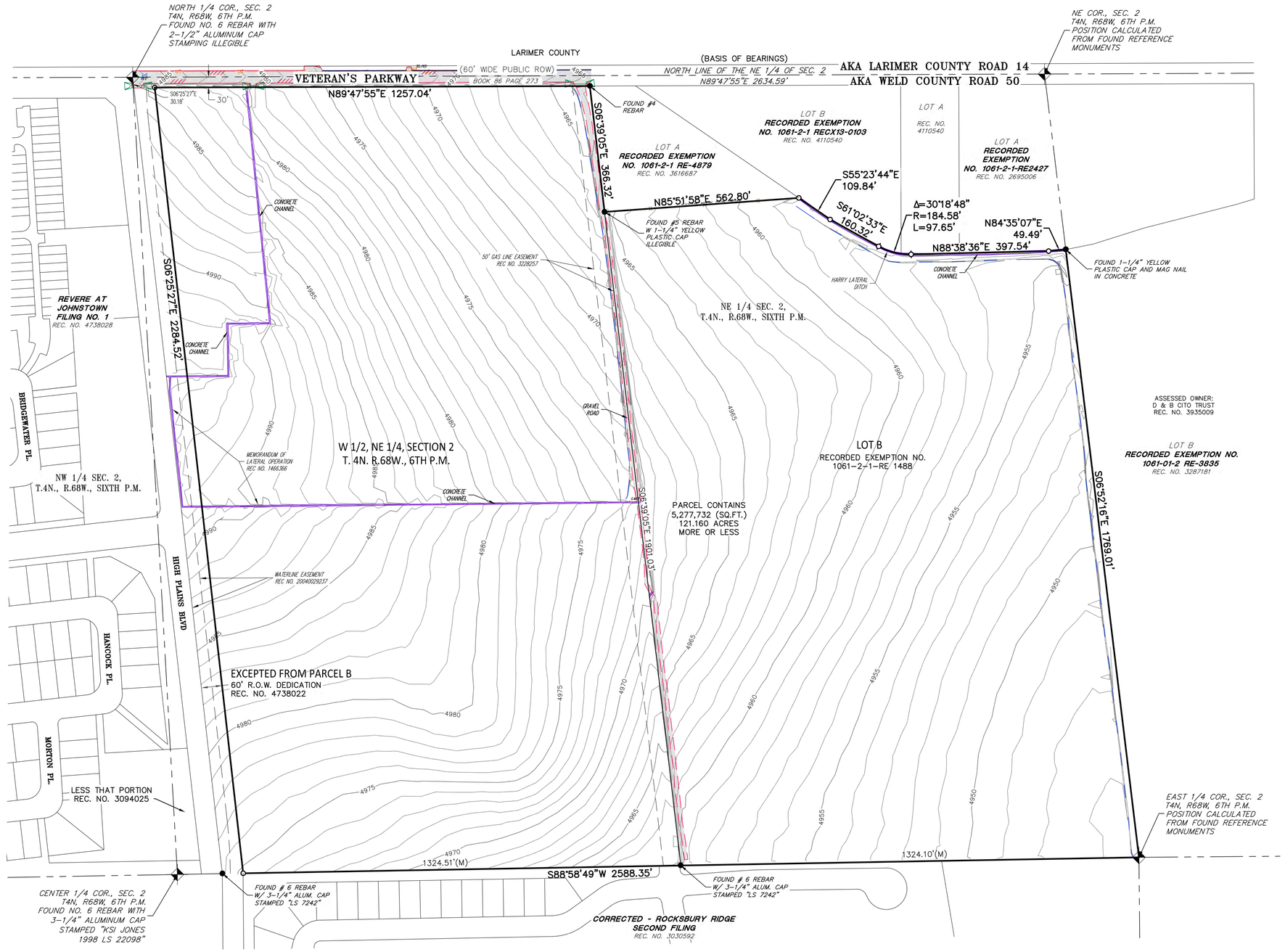

LEGEND

- STORM LINE UNDERGROUND
- STORM FES
- WATER VALVE
- TELEPHONE LINE UNDERGROUND
- TELEPHONE PEDESTAL
- GAS MKR POST
- EX CONT-MJR
- EX CONT-MNR
- FENCE
- EDGE ASPHALT
- EDGE CONCRETE
- EDGE ROAD
- CURB TOP BACK
- FLOWLINE
- DITCH FLOWLINE
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL ROAD

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND MONUMENT AS DESCRIBED
- FOUND SECTION CORNER AS DESCRIBED
- (M) MEASURED DISTANCE

DEVELOPER

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PLANNER

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SURVEYOR

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0' 75' 150' 300'
SCALE: 1" = 150'

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

DATE	REVISION DESCRIPTION

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
EXISTING CONDITIONS SURVEY

DESIGNED BY: JEL
DRAWN BY: JEL
CHECKED BY:

SHEET
2 OF 11

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

ODP ZONING PLAN

1. Statement of Intent

A. Outline Development Plan Amendment
High Plains Estates Outline Development Plan is the 1st Amendment to the Klein 125 Annexation Outline Development Plan. The overall project concept remains the same as originally intended.

B. Neighborhood Concept
The High Plains Estate Residential PUD Outline Development Plan is proposed as a 124.3-acre residential neighborhood. This PUD Document describes the permitted land uses, development intent and development standards for the property to establish and enhance the envisioned community character of an interconnected community. The permitted uses, road network and pedestrian corridors will allow residents to live and recreate in an interconnected community. High Plains Estates will encompass a wide variety of residential housing types attractive to a variety of households. Housing may include single family detached homes, small lot single family homes, paired homes, single family attached or townhomes, cluster homes on auto courts and green courts. The intent is to provide a range of homes of various sizes and price points for a wide demographic. The housing types will be attractive to young professionals, first-time home buyers and young families through all stages of life with the opportunity to move into larger homes within the same community. The community will be cohesively planned, with consistent streetscapes, unified architecture, and pedestrian connectivity between community gathering features.

Features of the PUD include:
1. An interconnected public street system that are bicycle and pedestrian friendly. Collector and arterial streets will be tree lined with detached sidewalks. Trails are provided in open space areas that connect to public and private park amenities within each sub-neighborhood.
2. Homes facing the public streets and green courts will have interesting elevations that are engaging to the passerby thereby enhancing the pedestrian experience.
3. Common open space and parks provide areas for passive and active recreational opportunities.
4. Covenants, conditions, and restrictions will be provided to ensure cohesive architecture and landscaping throughout the neighborhood.

C. General Community Framework
Four Planning Areas are proposed in a four-square configuration with the east-west collector street and abandoned north-south gas line defining the boundaries of the four quadrants. Each planning area is unique based on the adjacent land uses and road network. The four Planning Areas will be unified into a cohesive neighborhood through internal connecting trail systems, parks and road network. A mix of residential types and lot sizes differentiate the four planning areas.

D. Site Design Details
Various design details shall provide a distinguishing character and theme to the neighborhood. These include distinctive fencing, thematic street furnishings, play equipment, entry features, street names, and landscaping. Each sub-neighborhood will reinforce the overall theme of High Plains Estates.

E. Covenants
Architectural design covenants shall provide a standard of quality throughout the neighborhood. High Plains Estates guidelines will complement the Town of Johnstown's design guidelines and will address the attractive placement of fencing, architectural variety and harmony, landscape requirements within private lots, and the prohibition of uses and construction that would undermine neighborhood quality and livability.

The community association or metro district will be responsible for covenant enforcement and for the maintenance of common areas and elements.

F. Neighborhood Compatibility
Compatibility with adjoining neighborhoods will be achieved through either similar residential types and appropriate buffering achieved by landscaping, fencing, and setback or a combination of the above.

2. General Notes

A. Introduction
The purpose of this section is to state general provisions and clarify standards and requirements for development within High Plains Estates.

B. Conflicts
The provisions of this ODP shall prevail and govern the development of the High Plains Estates PUD provided; however, where the provisions of this ODP do not clearly address a specific subject, the provisions of the Town of Johnstown Municipal Code as amended for the similar underlying Zone District shall apply,

C. Zoning
The proposed zoning for the property is PUD-R, Planned Unit Development Residential. The intent is to allow for medium density residential which will enable the development to provide of a variety of single family detached, single family attached homes, and cluster homes lot types.

D. Density Ranges
Residential density ranges are specified in each Planning Area. The permitted number of dwelling units and density shall be further specified at the time of Preliminary Plat and Preliminary Development Plan and Final Development Plan and Final Plat, if there were changes between preliminary design and final design due to engineering findings. There is no minimum density required in the Planning Areas.

E. Residential Density Transfer
Transfer of residential dwelling units from Planning Area to Planning Area (Maximum transfer of dwelling units may not exceed 30% of the receiving Planning Area cap density) is permitted. Transfer of units shall be tracked by the developer and a summary shall be provided at time of Final Plat for the Planning Area donating and the Planning Area receiving the transferred units.

Once a Planning Area is fully platted through the Final Plat process any remaining dwelling units as designated on the High Plains Estates ODP, shall remain available for transfer to another Planning Area per the 30% maximum provision as stated above. In no case shall the maximum density of the PUD exceed the total permitted units as specified on the ODP of 725 dwelling units.

F. Planning Area Boundaries
Planning Area acreages and boundaries are conceptual and subject to change with detailed planning and engineering. Planning Area acreages and boundaries may change up to 30%. Such changes will result in corresponding changes to the maximum number of dwelling units for the affected Planning Area(s). Such changes may also result in changes to all street classifications as shown in this ODP document.

NOTE:
CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

LAND USE SUMMARY

PLANNING AREA	ACREAGE	DENSITY RANGE	MAXIMUM DWELLING UNITS	% OF TOTAL
1	33.6	3 - 12 DU/AC	328	27%
2	28.1	3 - 5 DU/AC	131	23%
3	28.3	3 - 5 DU/AC	94	23%
4	30.2	3 - 7 DU/AC	172	24%
Veterens PKWY	0.9	N/A	N/A	1%
Total	121.1	N/A	725	100%

✳NOTE: DENSITY TRANSFERS ARE PERMITTED AS PROVIDED IN NOTE 2E ON SHEET 3 OF 11 OF THIS ODP.

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REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
ODP ZONING PLAN

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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PARK, TRAILS, AND OPEN SPACE PLAN

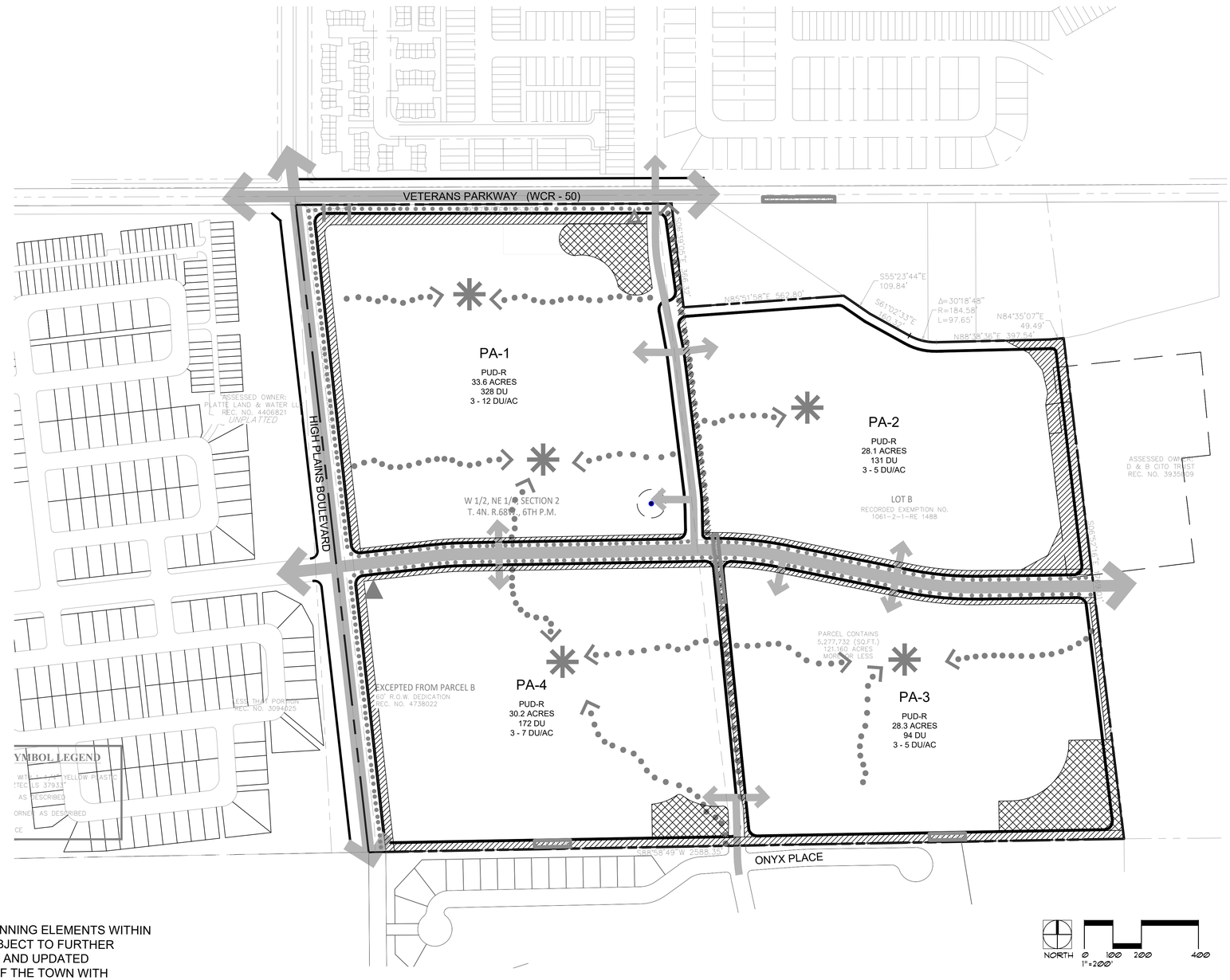
OPEN AREA, PARKS, AND PEDESTRIAN CONNECTIVITY

OPEN AREA

1. FOR THE PURPOSES OF THIS PUD, OPEN AREA SHALL BE PROVIDED AS REQUIRED BY THE TOWN OF JOHNSTOWN CODE AT TIME OF PLATTING
2. PARK/AMENITY LOCATIONS ARE CONCEPTUAL AND WILL BE FINALIZED AT THE TIME OF TIME PRELIMINARY AND FINAL PLATS AND PRELIMINARY AND FINAL DEVELOPMENT PLANS.

PEDESTRIAN CONNECTIVITY

1. DETACHED SIDEWALKS SHALL BE PROVIDED ALONG ALL PUBLIC STREETS.
2. TRAIL LINKAGES WILL ALSO BE PROVIDED WITHIN PORTIONS OF THE INTERNAL OPEN SPACE/PARK AREAS OF HIGH PLAINS ESTATES WITH A 6 OR 8-FOOT-WIDE PAVED TRAIL DEPENDING ON LOCATION. THE FOCUS OF THESE TRAIL CONNECTIONS WILL BE TO CONNECT MEANDERING WALKS ADJACENT TO ARTERIAL AND COLLECTOR STREETS TO THE SIDEWALK LINKAGES ALONG THE RESIDENTIAL AREAS AND INTO THE PARKS/OPEN SPACE AREAS. FINAL TRAIL LOCATIONS WILL BE DETERMINED AT TIME OF FINAL DEVELOPMENT PLAN AND FINAL PLAT.



LEGEND

- 6' - 8' PEDESTRIAN TRAIL
- DETACHED SIDEWALK
- PUBLIC OR PRIVATE PARK / AMENITY
- PRIMARY MONUMENT
- SECONDARY MONUMENT
- LANDSCAPE BUFFER / OPEN SPACE
- DETENTION

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HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PARKS, TRAILS, AND OPEN SPACE PLAN

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

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ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

DEVELOPMENT STANDARDS NOTES

A. Permitted Land Uses

Overall, residential neighborhood at a medium density is proposed for a range of 3 to 12 dwelling units per acre (DU/Ac) depending on the Planning Area. Land uses permitted within the High Plains PUD-R district include:

1. Traditional Single family detached homes; front and rear loaded homes.
2. Single family attached homes from 2 (paired home) to 6 attached units.
3. Cluster homes.
4. Green court homes.
5. Auto court homes.
6. Carriage homes.
7. Detached garages.
8. Accessory Dwelling Unit (ADU).

B. Definitions

1. *Single Family Detached Residential is defined as a* detached (freestanding and surrounded on all sides by open areas or yards) dwelling designed exclusively for occupancy by one family. Single family detached residential may be located on a fee simple lot or may be individual homes on a common lot.
2. *Single Family Attached/Townhome Residential is defined as* a dwelling containing two (2) to six (6) attached dwelling units, where each home is located side-by-side and totally separated from each other by an unpierced wall extending from ground to roof designed exclusively for occupancy by two or more families living independently of each other. Single family attached is typically on a common lot whereas a townhome sits on an individually owned lot for each dwelling. The different dwelling units are arranged on a side-by-side, rather than a stacked, configuration.
3. *Paired Home is defined* as two attached units sharing a common wall with separate entries and separate lots for each unit.
4. *Auto Court Home is defined as an* arrangement of single family attached or townhomes, single-family detached homes or paired homes sharing a common private access drive. Auto courts include relatively small areas of outdoor private space. The maximum length of a dead-end auto court shall be 150 feet or as permitted by fire code. An auto court private access drive shall gain access from an adjacent public street. Garages and driveways shall take access from the shared private access drive.
5. *Green Court is defined as a* form of development in which three or more single family attached, single family detached, or paired homes are arranged in a side by side lotting configuration and where the front door does not face a public or private street but instead faces a green court open space which acts as a communal front yard, is connected to a public street or private drive, and the development is oriented to direct pedestrian connectivity through the green courts rather than the street/alleys.
6. *Cluster Home* is any residential grouping of at least two (2) homes which access off a common/shared drive or alley. Cluster homes can be on individual lots or a common lot for all homes.
7. *Accessory Dwelling Unit (ADU)* is defined as a secondary dwelling unit located on the same lot as the primary dwelling unit and which functions as a fully capable dwelling unit with its own living, sleeping, cooking, and bathing facilities. The ADU typically has separate access and may be referred to as a "backyard cottage" or "mother-in-law unit" and counts toward the maximum density in the Planning Area. An ADU may be located above a detached garage.
8. *Carriage Unit* is defined as a single family dwelling located above a garage with separate access to the unit.

C. Development Standards Notes

1. Any housing type of a lower density may be developed within a higher density Planning Area as long as it follows the standards of the proposed use type.
2. Alley loaded single family residential may front on a collector or arterial street provided a buffer of 30-feet is provided.

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DESIGN GUIDELINES

1. Applicability
These guidelines are intended for use by builders, developers, residents, planners, architects, and engineers for the design and construction of High Plains Estates. These guidelines shall work in concert with the Town of Johnstown codes and guiding documents.

2. Architecture
The intent of the architecture within High Plains Estates is to provide homes, including single family detached homes, single family attached homes, and cluster homes of various architectural designs, colors, and articulation which are complementary to one another but not monotonous. The homes shall relate to the street and create diversity and variety along the streetscape. It is encouraged that the homes have a variety of private outdoor living spaces which may include patios, front porches, or balconies. The elevations shall reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs.

3. Community Design Elements
Community design elements will contribute to making High Plains Estates a quality community. These elements will include internal park amenity areas, connecting open space corridors, landscaped entry features and monumentation, appropriate lighting, pedestrian and bicycle circulation paths, street trees in the front yards of each home, uniform perimeter fencing, and other appropriate design features. The primary entry statement will be at the access point into the neighborhood from High Plains Boulevard and the secondary entry statement will be at Veterans Parkway. These areas will include an entry monument sign with landscaping to provide a pleasing presentation from the street and to announce arrival to the neighborhood. Tertiary monuments with a similar theme of the primary monuments are permitted at the entry to each sub-neighborhood.

4. Buffering

The relationship to the perimeter arterial streets as well as the collector streets will be very important to establish the arrival sequencing of the neighborhood. Therefore, the rear lot lines that abut these major exterior street frontages will be setback from the street right-of-way to provide additional landscape area and visual buffer, and to allow the adjacent sidewalk to meander slightly. This is intended to create an attractive exterior streetscape for this community.

5. Streetscapes

A. High Plains Estates entries will contain both signage and landscaping that tie into the overall development streetscape design. The land use plan Illustrates the major and secondary entries into the site.
B. In order to create an appropriate landscape along Veterans Parkway and High Plains Boulevard, large masses of trees and shrubs are required. Landscaping in the right-of-way (ROW) will be primarily drought tolerant turf or irrigated native seed. This treatment will transition to drifts of shrub/perennial beds and tree groupings that meander from just inside the row to the edge of landscape buffers and back. The goal is to avoid a straight-line treatment at the edge of the ROW. Trees, shrubs, ground covers, native grass, turf, and perennials are permitted to be planted within the public ROW and adjacent landscape buffers.
C. Walks will be detached and meander within the ROW and outside of the ROW into the landscape buffer if desired.
D. Medians will be planted in a similar fashion to the ROW landscaping or will be constructed of colored & stamped concrete.
E. Collector & arterial streets planting will be treated in a similar fashion in order to create a unified and significant streetscape image.
F. The streetscape design shall emphasize xeriscape principles and a unique look that sets High Plains Estates apart.
G. Arterial street landscape buffer: A 30' minimum landscape buffer shall be provided along Veterans Parkway and High Plains Boulevard.
H. Collector street landscape buffer: A 20' average landscape buffer shall be provided along the collector streets.
I. Sight distance lines: No planting over 30" in height shall occur within a sight distance lines. Refer to AASHTO requirements Regarding sight distance triangles.

6. Fencing

The fencing program for High Plains Estates will be consistent with a unified design theme throughout the neighborhood. All fencing will be determined at the time of Preliminary and Final Development Plan.

7. Signage

The intent of the signage within High Plains Estates is to create a unified sign program including primary monument signs, secondary, and tertiary signs announcing arrival into the overall community and sub neighborhoods. The signage shall incorporate the neighborhood theme including logo, name, color scheme, and materials as the unifying design elements. Signage locations and design shall be indicated at the time of Preliminary and Final Development Plan. All signage shall be permitted through the Town and in accordance with the Town's Sign Code.

8. Lighting

Lighting within High Plains Estates will include streetlights in accordance with Town of Johnstown Public Works requirements. Private lighting within the neighborhood shall consist of downcast varieties and shall not cast any glare on adjacent land uses or rights-of-way. Location, style, height, and function shall reinforce the neighborhood design theme. All lighting shall be indicated at the time of Preliminary and Final Plat and Preliminary and Final Development Plan.

PLANNED UNIT DEVELOPMENT – RESIDENTIAL DISTRICT (PUD – R) RESIDENTIAL DEVELOPMENT STANDARDS

PLANNING AREA	PA-1 Residential Medium	PA-2 Residential Medium	PA-3 Residential Medium	PA-4 Residential Medium	Johnstown Municipal Code	ACCESSORY USES AND DWELLING UNITS
Permitted Primary Land Use In addition to the uses as listed in the Use Regulations of the SF-1 and SF-2 Districts within the Town Municipal Code.	Single family detached-SFD (front and rear loading); Multi-story Single family attached/ Townhomes (3 – 6 dwelling units in a row - front and rear loading); Paired homes (front and rear loading); Auto court and Green court homes (all home types)	Single family detached (front and rear loading) Paired homes (front and rear loading)	Single family detached, Paired homes (front loading)	Single family detached (front and rear loading) Paired homes (front and rear loading)	SF – 1, SF – 2 and MF Districts	Per the Johnstown Municipal Code
Secondary Permitted Use	ADU	ADU	ADU	ADU	Not addressed	
Land Area (Acres)	33.6	28.1	28.3	30.2		
Permitted Gross Density -Maximum (Dwelling units per acre – DU/Ac)	12 DU/Ac	7 DU/Ac	5 DU/Ac	7 DU/Ac		
Permitted Gross Density – Minimum (Dwelling units per acre – DU/Ac)	3 DU/Ac	3 DU/Ac	3 DU/Ac	3 DU/Ac		
Maximum number of dwelling units**	328	131	94	172		
Minimum lot size	Front or rear loading SFD Fee simple lot: 3,000 SF SFA (Townhomes): Fee simple lot: 800 SF each lot Pairs: Fee simple lot: 1,800 SF lot each half Auto or Green Court (Fee simple lot): SFD: 1,800 SF; Pairs: 1,800 SF each half All types of homes, SFD, SFA, pairs and similar on a Common lot (not subdivided) – No minimum lot size	Front loading SFD Fee simple lot: 4,000 SF Rear loading SFD Fee simple lot: 3,000 SF (rear loading) Pairs: Fee simple lot:1,800 SF lot each half	Front loading SFD Fee simple lot: 6,500 SF f Pairs: Fee simple lot: 1,800 SF lot each half	Front or rear loading SFD Fee simple lot 6,500 SF for the first row of homes along the southern property line SFD Fee simple lot internal to PA-4 5,500 SF 3,000 SF for creative development options/alternate building types up to a maximum density of 7 DU/Ac. Must be located along the northern portion of the Planning Area adjacent to Water Birch Avenue Pairs Fee simple lot: 1,800 SF lot each half. Must be located along the northern portion of the Planning Area adjacent to Water Birch Avenue	SF-1: 6,000 SF SF-2: 4,500 SF	
Minimum Lot frontage as measured at the building setback for homes on a public street, private drive, auto court or green court for Fee Simple lots	Front loading SFD: 34 ft SFA: 22 ft Pairs: 25 ft. each half Auto or Green Court: SFD 28 ft; Pairs: 22 ft Rear loading SFD: 35 ft SFA:16 ft Pairs: 25 ft each half Auto or Green Court SFD: 28 ft; Pairs: 25 ft	Front loading SFD: 35 ft Pairs: 25 ft. each half Rear loading SFD: 35 ft Pairs: 25 ft each half	Front loading SFD: 50 ft Pairs: 25 ft each half	Front loading SFD: 50 ft Pairs: 25 ft each half Rear loading SFD: 35 ft Pairs: 25 ft each half	Not addressed	
Maximum Building Height	35 ft	35 ft	35 ft	35 ft	35 ft	
Minimum Building Setbacks						
Front – To face of front-loaded garage from back of walk or pavement edge of private drive	20 ft	20 ft	20 ft	20 ft	Minimum setback of 20-feet Minimum offset is 5- feet	
Front – To primary structure or covered porch; side or rear loading garage from property line or pavement edge of private drive	10 ft	10 ft	10 ft	10 ft		
Front – Auto Court as measured from property line or pavement edge of private drive	6 ft to primary structure or covered porch 20 ft to face of garage	NA	NA	NA		
Rear – No alley – to Property Line	10 ft	15 ft	15 ft	15 ft 20-ft adjacent to Rocksbury Ridge		
Rear – From alley to garage - minimum	5 ft	NA	NA	5 ft		
	Building/garage setbacks from the alley/private drive shall be less than 7 feet or 20 feet					
Side – Interior lot line SFD	3 ft	5 ft	5 ft	3 ft		
Side – Interior lot SFA/Pairs	0 ft on attached side 3 ft on external side	0 ft on attached side 5 ft on external side	0 ft on attached side 5 ft on external side	0 ft on attached side 5 ft on external side		
Side – Corner side from Alley or ROW	10 ft	10 ft	10 ft	10 ft		
Building Separation Fee Simple Lots: 10 feet ft						
Building Separation - all home types on a common lot						
Front to Front	20 ft				Not addressed	
Front to Side	10 ft					
Side to Side	6 ft					
Front to Back	15 ft					
Back to Back	15 ft					
Back to Side	6 ft					
Perimeter buffer adjacent the large lot homes		15-foot tract for drainage, landscape, and Harry Ditch lateral				
Encroachments permitted into Setbacks • Encroachments of up to two (2) feet are allowed into setbacks for roof eaves/overhangs, cantilevered window boxes brick ledges, bay/box windows, fireplaces/chimneys and entertainment center bump outs. • Encroachments of up to three (3) feet are allowed into setbacks for window wells, stoops, counterforts and like features of the structure. Ramps for handicap accessibility may encroach as needed. • Stairs or steps from the home may encroach to the back of sidewalk outside of the private lot and including encroachments into public rights of way. • Uncovered or unenclosed patios and decks at less than 30-inches above ground level may encroach into any setback a maximum of five (5) feet may not encroach into easements without consent of the easement holder. • Uncovered or unenclosed patios and decks greater than 30-inches above grade may encroach into the rear yard setback only a maximum of seven (7) but may not encroach into easement without the consent of the easement holder.						
Parking	Number of required spaces shall be per the Town of Johnstown Municipal Code. Guest parking may include on-street or off-street parking. Tandem garages and driveway aprons are permitted				2 spaces per dwelling unit	
Parks and Open Space	As required by the Town of Johnstown Code at time of platting					

****Density transfers are permitted as provided for in Note 2E on Sheet 3 of 11 of this ODP.**

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HIGH PLAINS ESTATES
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ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

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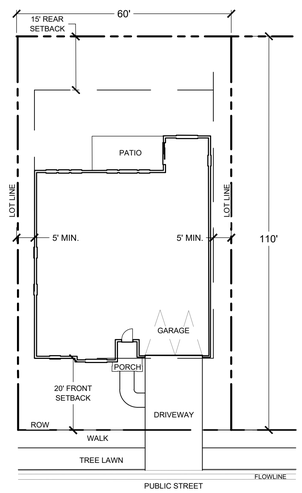
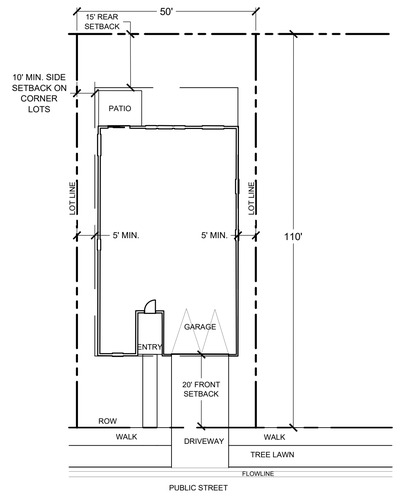
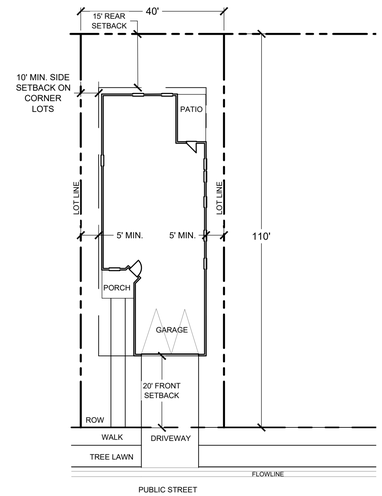
LOT TYPICALS



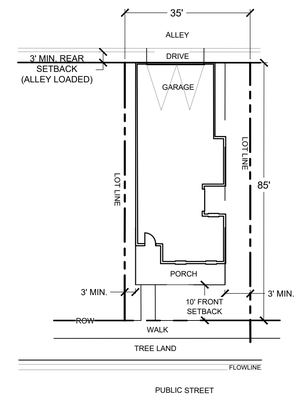
50' SINGLE FAMILY DETACHED
FRONT LOADED 60' LOT TYPE



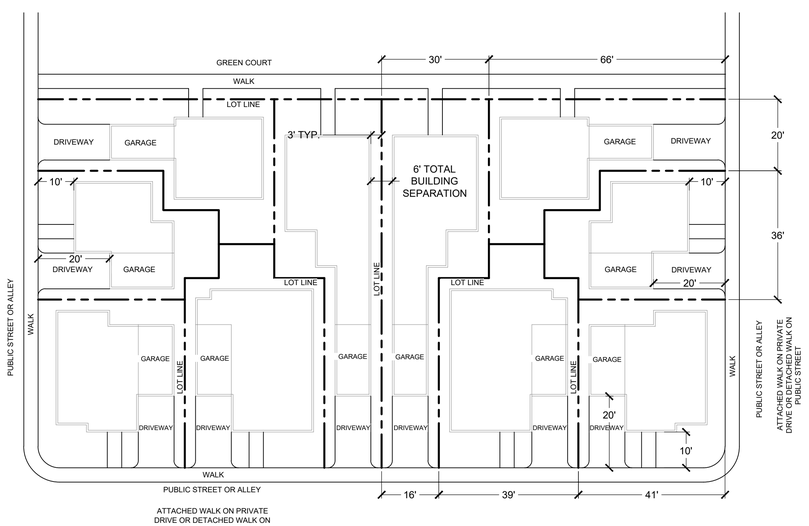
40' SINGLE FAMILY DETACHED
FRONT LOADED 50' LOT TYPE



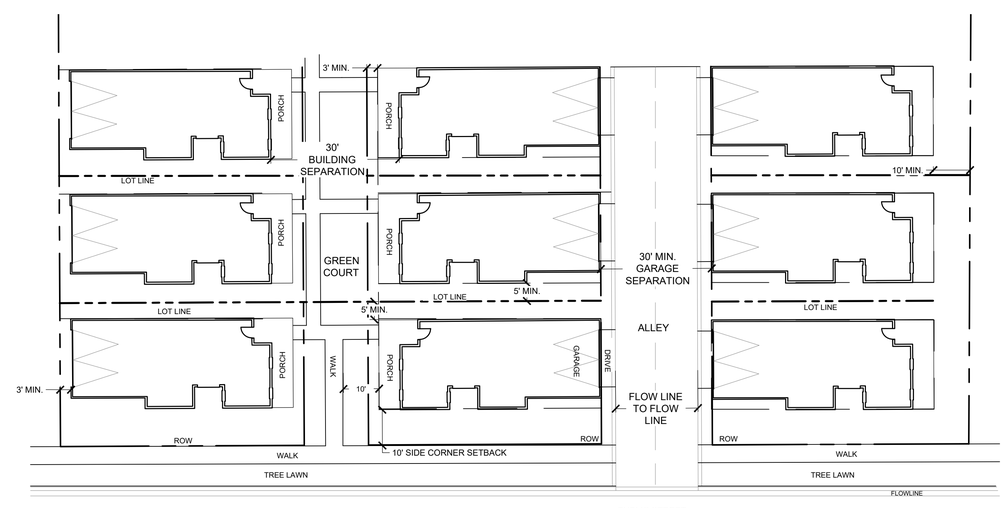
30' SINGLE FAMILY DETACHED
FRONT LOADED 40' LOT TYPE



SINGLE FAMILY DETACHED 'NOOK'
ALLEY LOADED 35' LOT TYPE



CLUSTER HOMES



GREENCOURT

NOTE:
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DRAWINGS NOT TO SCALE, TYP.

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN- LOT TYPICALS

DESIGNED BY: AK
DRAWN BY: AK
CHECKED BY: KZH

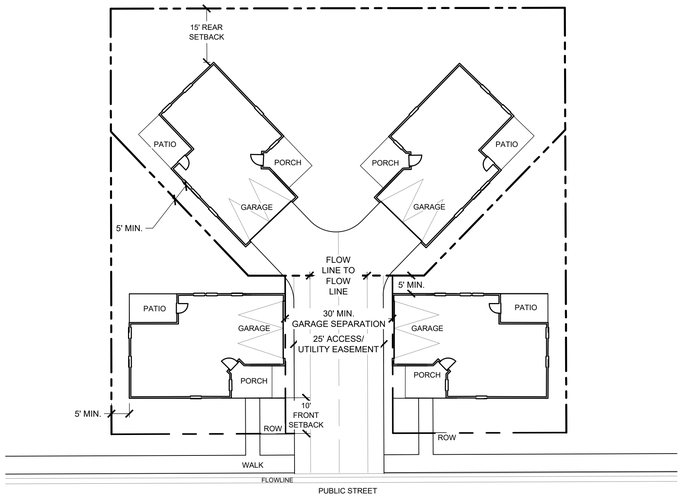
SHEET
6 OF 11

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

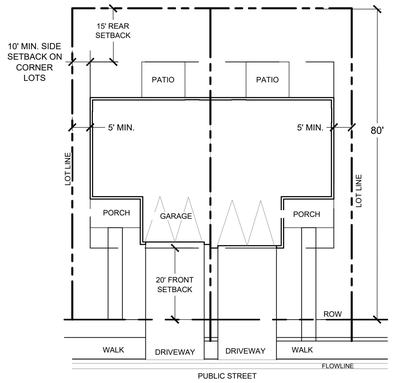
AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

LOT TYPICALS

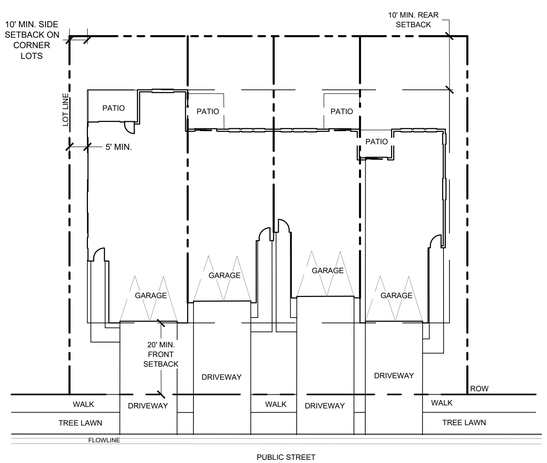


AUTO COURT

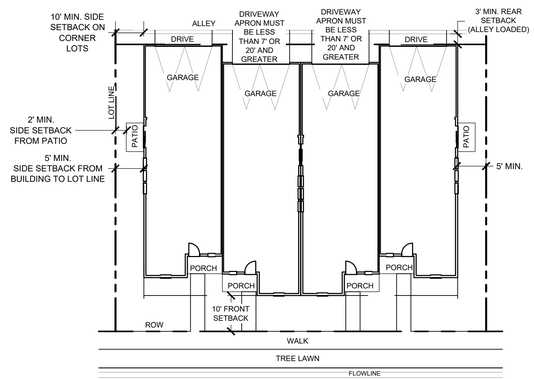


PAIRED HOME
FRONT LOADED

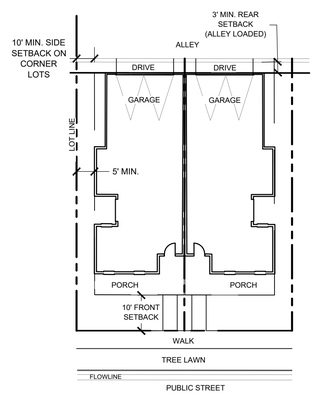
HIGH PLAINS ESTATES – PRELIMINARY LOT MIX			
Typical Lot Frontage	Lot Size	Home Type	Estimated Number of Dwelling Units
60-feet	6,000 SF and greater	SFD	94
50-feet	5,000 SF	SFD	107
40-feet	4,000 SF	SFD	131
35-feet- rear load	3,000 SF	SFD	121
25-feet- rear load 30-feet front load	2,000 SF 2,400 SF	Pairs	272
20-feet	1,320 SF	Cluster	
22-feet	1,760 SF	Townhomes	
Max Number of Dwelling Units			725



TOWNHOME- SINGLE FAMILY ATTACHED
FRONT LOADED FOUR PLEX



TOWNHOME- SINGLE FAMILY ATTACHED
ALLEY LOADED FOUR PLEX



PAIRED HOME
ALLEY LOADED

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LITTLETON, CO 80122
303-713-1898

DRAWINGS NOT TO SCALE, TYP.

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
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4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN- LOT TYPICALS

DESIGNED BY: AK
DRAWN BY: AK
CHECKED BY: KZH

SHEET
7 OF 11

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

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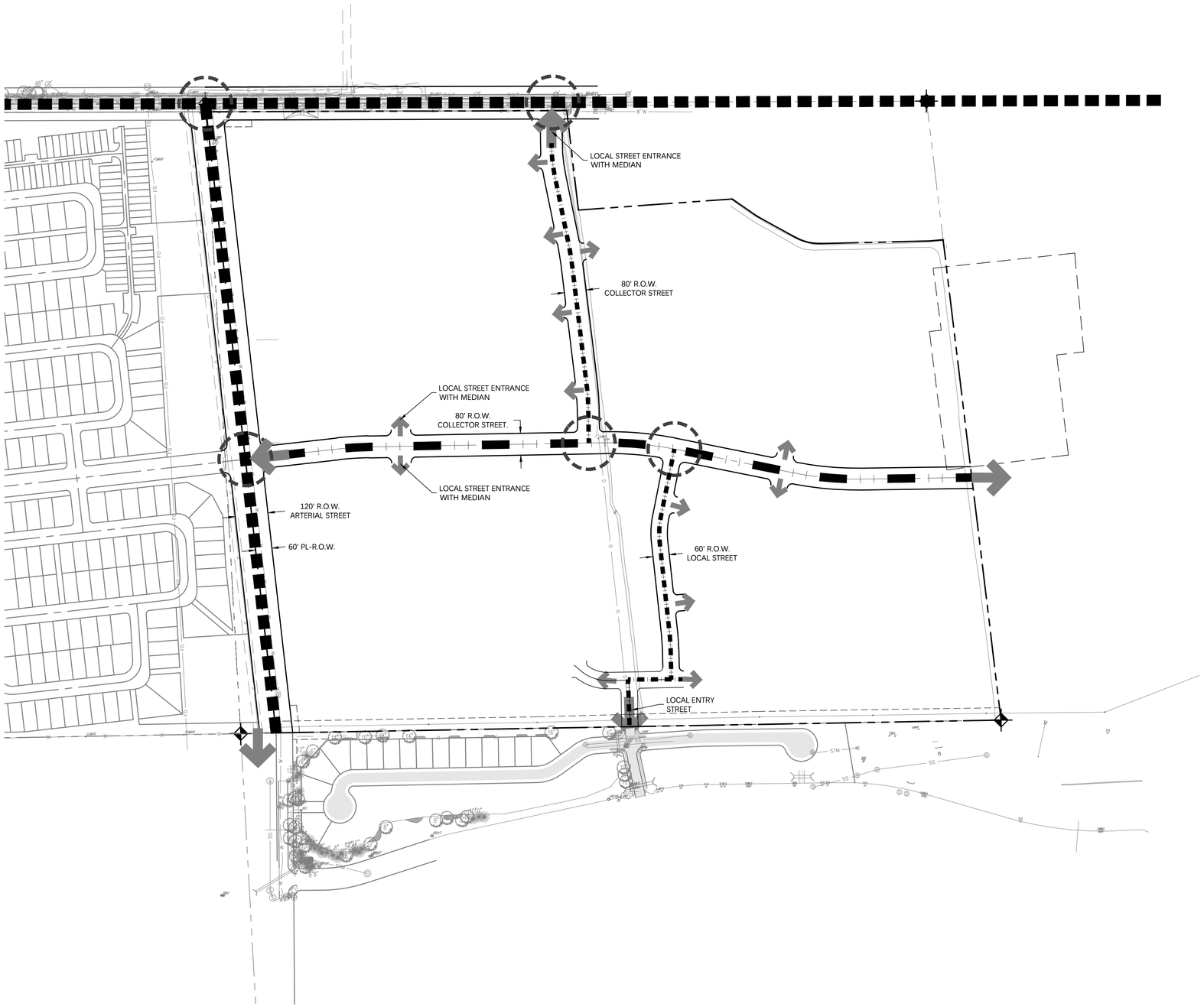

LEGEND

- Major Arterial
- Collector
- Local
- Access
- FULL MOVEMENT INTERSECTION

CONCEPTUAL NOTES:

1. TOWN APPROVED TRAFFIC CALMING STUDIES AND ENGINEERING PLANS WILL DICTATE FINAL STREET CLASSIFICATIONS AND INTERSECTION CONFIGURATIONS.
2. CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

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200 0 100 200
SCALE
1 inch = 200 ft.

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CIRCULATION PLAN & TYP. SECTIONS

DESIGNED BY: DKH
DRAWN BY: DKH
CHECKED BY: ROC

SHEET
8 OF 11

I:\JOB FOLDERS\1073\1073-01\PROD\ODP\TYP SECT & CIRCULATION PLAN PRINTED ON: 12/8/2022 7:40 AM

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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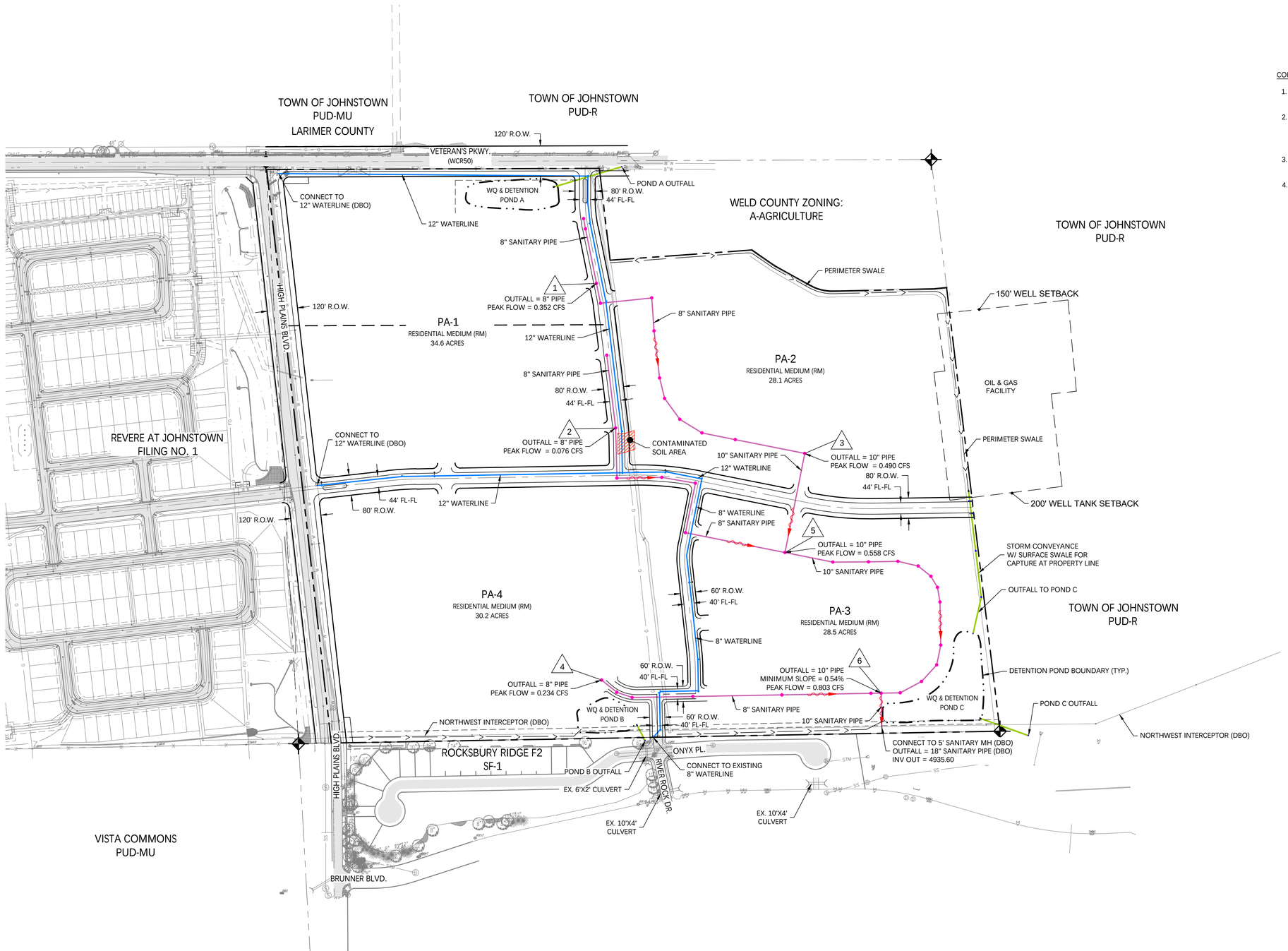

LEGEND

- Property Line
- Right of Way Line
- Centerline
- Sanitary Basin Boundary
- Storm Sewer Line
- Water Line
- Sanitary Sewer Line
- Sanitary Sewer Flow Arrow
- Design Point

CONCEPTUAL NOTE:

1. ALL UTILITIES SHALL BE DESIGNED TO MEET TOWN STANDARDS.
2. ALL WATER INFRASTRUCTURE UTILIZED TO SUPPORT THE DEVELOPMENT OF HIGH PLAINS ESTATES IS OWNED AND MAINTAINED BY THE TOWN OF JOHNSTOWN.
3. INFRASTRUCTURE BEING DESIGNED BY OTHERS IS LABELED 'DBO'.
4. CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

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303-713-1898

200 0 100 200
SCALE
1 inch = 200 ft.

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

DATE	REVISION DESCRIPTION

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY UTILITY PLAN

DESIGNED BY: DKH
DRAWN BY: WWB
CHECKED BY: ROC

SHEET
9 OF 11

I:\JOB FOLDERS\1073\1073-01\PROD\ODP\ODP-UTILITY PRINTED ON: 12/8/2022 7:40 AM

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

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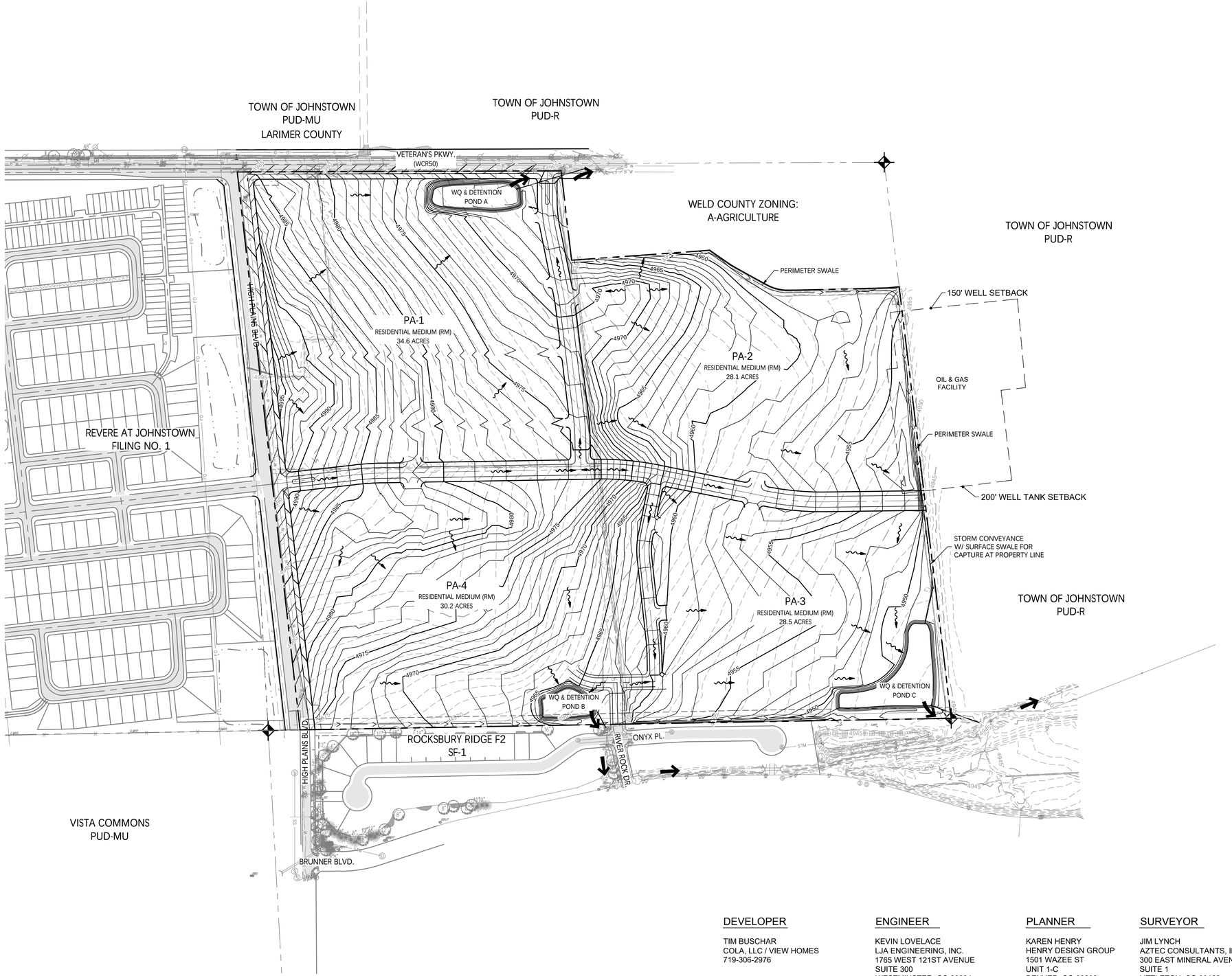

LEGEND

- Proposed Major Contour
- Proposed Minor Contour
- Existing Major Contour
- Existing Minor Contour
- Drainage Flow Arrow
- Pond Outfall Arrow

CONCEPTUAL NOTES:

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200 0 100 200
SCALE
1 inch = 200 ft.

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY GRADING PLAN

DESIGNED BY: DKH
DRAWN BY: DKH
CHECKED BY: ROC

SHEET
10 OF 11

I:\JOB FOLDERS\1073\1073-01\PROD\ODP\ODP-GRADING PRINTED ON: 12/8/2022 7:40 AM

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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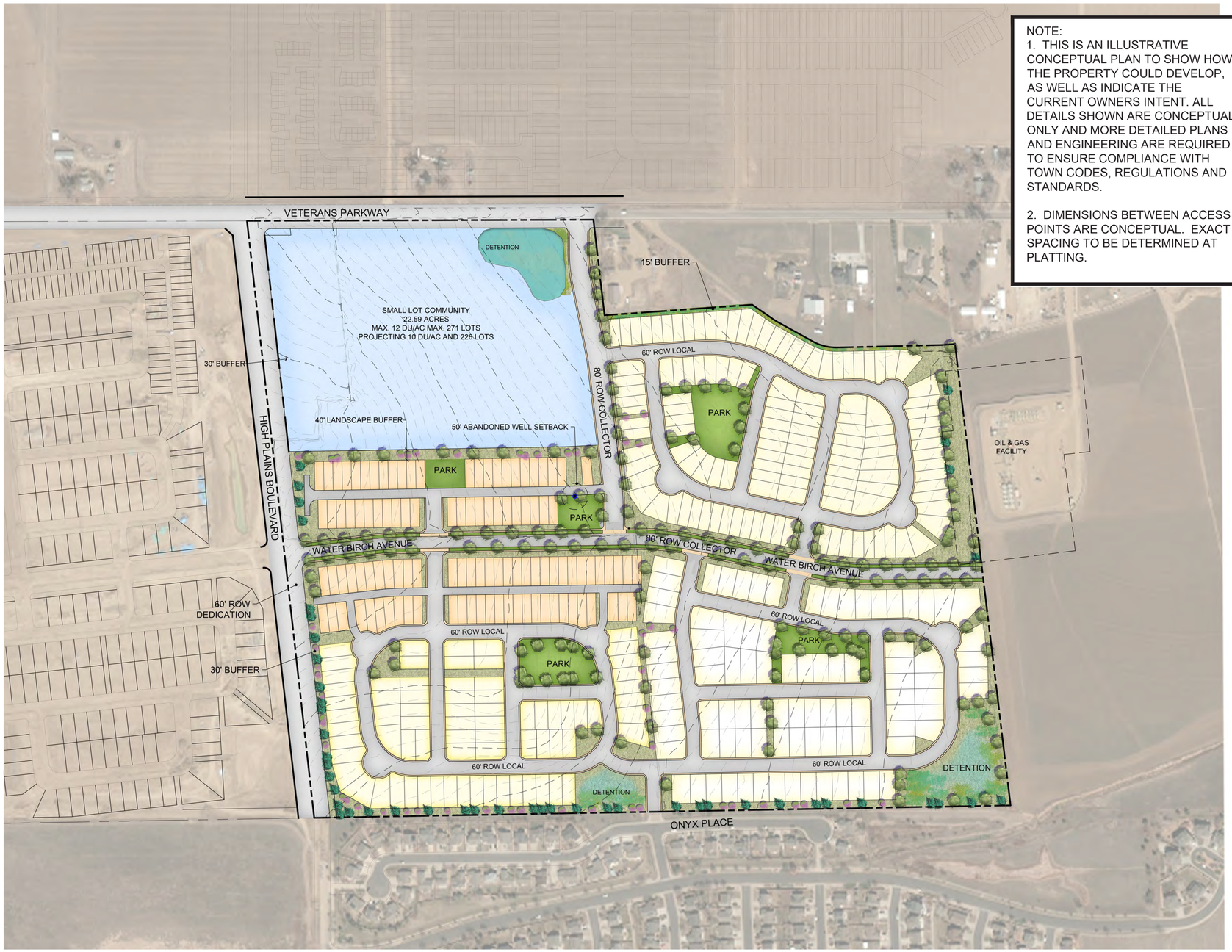
CONCEPTUAL SITE PLAN



NOTE:
1. THIS IS AN ILLUSTRATIVE CONCEPTUAL PLAN TO SHOW HOW THE PROPERTY COULD DEVELOP, AS WELL AS INDICATE THE CURRENT OWNERS INTENT. ALL DETAILS SHOWN ARE CONCEPTUAL ONLY AND MORE DETAILED PLANS AND ENGINEERING ARE REQUIRED TO ENSURE COMPLIANCE WITH TOWN CODES, REGULATIONS AND STANDARDS.

2. DIMENSIONS BETWEEN ACCESS POINTS ARE CONCEPTUAL. EXACT SPACING TO BE DETERMINED AT PLATTING.

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NORTH 0 100 200 400
1"=200'

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Item #12.

henry design group
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COLA
Colorado Land Acquisition

LJA ENGINEERING

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4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
ODP ILLUSTRATIVE CONCEPT PLAN

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

SHEET
11 OF 11

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

ITEM:	**Public Hearing and consideration for the High Plains Estates Outline Development Plan (ODP)**		
PROJECT NO:	ZON22-0009	**PARCEL NOS:**	106102100031 & 106102100021
DESCRIPTION:	Proposed Outline Development Plan for 121 acres for a Mixed-Density Residential Neighborhood		
LOCATION:	South of Weld CR 50 (Veterans Pkwy), East of High Plains Boulevard		
APPLICANT:	High Plains Estates JV, LLC		
STAFF:	Kim Meyer, Planning & Development Director		
HEARING DATE:	January 25, 2023		

ATTACHMENTS

1- Vicinity Map
2- Proposed High Plains Estates Outline Development Plan
3- Letter noting changed from Klein 125 to Proposed ODP
4- High Plains Estates Master Traffic Impact Study (no appendices)
5- Klein 125 ODP (current approved document)

EXECUTIVE SUMMARY

The Applicant, High Plains Estates JV, LLC, requests approval of the High Plains Estates Outline Development Plan (ODP) for a mixed density residential neighborhood on approximately 121 acres. This ODP will supersede prior plans for the site, including the ODP associateed with the Klein 125 Annexation (Attachments 5).

ODP PROCESS NOTES

An Outline Development Plan (ODP) is utilized as a high-level “master planning” document that provides more defined land uses, may define planning areas, and provides some specific development standards if they deviate from typical town codes or regulations. The purpose is to provide an owner or developer with an approved set of uses and densities, and provide both the developer and the Town assurances of overall and general feasibility of the proposed intensity and density of a development, often including a review of a traffic study, a master drainage plan,

overall circulation plans, understanding of property encumbrances. This project will need additional review and hearings to review proposed subdivisions and develompent plans – which will include roadway and utility designs, stormwater facilities, and review of architecture, landscape design, and other development details.

PROPERTY DATA

Zoning / Land Use: PUD-R / Undeveloped agricultural uses

Surrounding Zoning / Land Use:

- North: PUD-MU – Proposed Revere North PUD Residential (Great Plains Village ODP) / Weld County A (Agricultural) Zoning and large lot residential
- East: Cito Annexation / PUD-R – current use undeveloped agriculture
- South: Rocksbury Ridge single family neighborhood
- West: Revere single family neighborhood (developing) PUD-MU

Floodplain: None

Oil & Gas: One plugged and abandoned well is located centrally on the property.

Ditch Co: Harry Lateral Ditch along NE corner

PROPERTY LAND USE HISTORY

Historically, this property has been utilized as an agricultural site. The east quarter-section was annexed into the Town of Johnstown in 2004 as the Klein 125 Annexation with PUD-R zoning designation by Ordinance Nos. 2004-720 and 2004-721. An ODP accompanied that Annexation and Zoning request, with residential uses approved from 3-12 units per acre throughout the site (Attachment 5)

SUBMITTAL AND REFERRALS

Based upon the changes proposed, this project submittal included the proposed ODP plan set, and master engineering (i.e., grading, drainage, utility) and traffic impact study that help the Town assess the feasibility of the intensity and density proposed within the project. These supplemental pieces are not “approved” with the ODP but provide a baseline of information so the Town can better assess the impact on our services and systems. The project was referred to and reviewed by:

- Town Public Works & Utilities Departments
- FHU (traffic engineer)
- IMEG (civil engineer)
- JUB (water model engineers) Helton & Williamsen (raw water engineers)
- Front Range Fire and Rescue
- LTWD
- Weld County Planning & Public Works

PROJECT DESCRIPTION & ANALYSIS

The proposed ODP (Attachment 2) provides for a large "bubble" land use plan that creates four Planning Areas indicating a range of densities for residential. The ODP also notes conceptual layouts for high-level (not detailed) street layouts, grading & stormwater/drainage feasibility, and major utilities. These all must undergo significant additional design, scrutiny, and revisions to reach final approvals with future, more detailed development plans. As with prior ODPs approved by the Town, a 30% minor modification is proposed as an administrative option between planning area acreages, which allows for design flexibility where engineering factors may impact site design or capacities. The maximum number of 725 residential units would be maintained overall. The "engineering" sheets included in the ODP also provide a high-level overview of grading, circulation, and utilities, with these details requiring additional documentation, analysis and review prior to final approved subdivision plats and development plans. Overall, the ODP appears to provide guidance on a proposed development that appears to be feasible and capable of meeting Town engineering and design standards and code requirements. Detailed development and engineering plans and reports, as well as subdivision plats will be forthcoming with future development proposals that the Town will review, at that time.

One design element of note is the planned extension of River Rock Drive from Rocksbury Ridge into the neighborhood to provide some basic street connectivity. Staff has worked with the Applicant on some of the conceptual plans to make it clear this will be a "T" type intersection with another small local street and not intended as a short cut or "straight shot" cut through, but more to facilitate overall connectivity between residential areas, and provide alternative options in an emergency or temporary situation such as offsetting a road closure or utility break. This is a platted right of way connection from the subdivision to the south.

Staff did note that with a recent update, this version of the ODP specifies on Sheet 4, Open Area, several definitions of Open Space that are contradictory to current Johnstown Municipal Code. In particular, #3 indicates privately owned-land is countable towards the open space percentage of the development without the needed clarification that this excludes yards and landscaped areas on private residential lots; and #4 indicates that the required open space is "net" of rights of way, while the Johnstown Municipal Code (Sec 16-306 and 17-133) requires 30% of the "total land area" and "gross acreage" be considered in that calculation. Staff would strongly recommend those sections be updated or deleted to be in compliance with current Johnstown Municipal Code prior to presentation to Town Council.

The Residential District Development Standards notes and table on Sheet 5 include references to a wide variety of housing types, including "Accessory Dwelling Units (ADU)" and "Carriage homes/units" which are typically a residential unit that may be a basement or mother-in-law suite, or located over a garage, and typically is indistinguishable and integrated into the primary residential and accessory structures. While these are new housing types in Johnstown, they

would count toward the overall maximum unit count within any of the designated planning areas and the overall PUD density. As a result, this may necessitate the future platting of some larger lot in order to average out in densities. Staff is supportive of these unit types and are curious to see what creativity they bring to the home builders. Most other housing types noted are more traditional within Johnstown neighborhoods. Single family detached homes and ADUs allowable in any of the Planning Areas. The higher density Planning Area 1 at the NW corner of the site provides the widest range of including those home types.

There is a remaining discrepancy in the ODP on the Sheet 5 Standards Table, with regard to the

Planning Area	*Acres*	*Density (Dwelling Units / Acre)*	*Maximum Units*	*Min Lot Sizes by Type*
1	34.6	3 – 12	328	SFD: 3,000 SF Townhome: 800 SF Pairs/Courts: 3,600 SF
2	28.1	3 – 5	131	SFD: 4,000 SF SFD alley-loaded: 3,000 SF Pairs: 3,600 SF
3	30.2	3 – 7	172	SFD: 6,500 SF Pairs: 3,600 SF
4	28.5	3 – 5	94	SFD: 6,500 SF (southern boundary) / 5,500 SF Pairs: 3,600 SF
TOTAL	121.4	AVE 6 DU/Ac.	725	

Summary of Residential Standards by Planning Area

maximum units permitted in each planning area, in relation to a separate, recently updated Land Use Summary on Sheet 3. Staff recommends that an update to rectify that to the lower maximum densities/unit counts of the Sheet 3 summary prior to Council hearings be included as a condition of approval.

The Applicant has also provided a Preliminary Lot Mix table on Sheet 7, with a variety of graphics illustrating possible lot configurations on Sheets 6 & 7. These sheets give the Town a range of possible housing units types and configurations that may be employed in this development. Final homebuilders have not yet been identified, and therefore Staff recognizes that the final product range and housing type mix may not yet be fully known.

Overall Staff's analysis is that this updated High Plains Estates ODP, compared to the prior Klein 125 ODP, is in tight alignment with respect to previously-approved residential densities and intent for this area, and the updated ODP provides the Town with additional and more current information to facilitate future development of this site into a neighborhood that provides a logical and practical extension of infrastructure and residential development within the Town. The 2021 Johnstown Area Comprehensive Plan Future Land Use Map indicates this area may be best suited for low and medium density development, with more dense development along High Plains Boulevard and near the Veterans Parkway (WCR 50) intersection, which aligns with this proposed High Plains Estates ODP.

The requirement that the lots along southern boundary would be a minimum 6,500 SF – provides a comparable lot size to the existing lots in Rocksbury Ridge on Onyx Place, which allows for the thoughtful transition between defined neighborhoods. Furthermore, staff has worked with the Applicant to identify some opportunities for some significant green buffer areas along that boundary, as well. Those details will be better defined as future engineering, grading and lot layouts are reviewed with Development Plans and Subdivision applications. The four rural "estate"-type residential lots to the northeast of the site are larger, 2 to 5-acre, parcels. As such, there is significant space between structures and southern lots lines, which provides a buffer to the proposed High Plains Estates development.

With the changes noted in the preceding paragraphs indicated as recommended conditions of approval, Staff supports this Outline Development Plan and recommends a Recommendation of Approval to Town Council.

NOTICE

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, January 5, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. 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 at Town Hall on October 13, 2022. The meeting was informal and provided information as well as responses to questions. The largest concerns related to densities and traffic impacts to High Plains Boulevard, and when a signal will be installed. As of the date of this staff report, Staff has received no additional comments from neighboring property owners or the public.

RECOMMENDED FINDINGS AND MOTIONS

Recommended Findings

1. The proposed ODP amendment is in alignment with the current Johnstown Area Comprehensive Plan and its Future Land Use Plan.

2. The proposed ODP amendment appears serviceable by Town systems, services, and utilities, with required improvements that will be reflected in future development and construction plans.

3. The proposed ODP amendment is in compliance with all Town codes, regulations, and standards and specifications.

Recommended Motion

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the High Plains Estates Outline Development Plan, with the following condition:

1. Revised ODP Table on Sheet 5 and open space notes on Sheet 4, as detailed in this Staff Memo, and provide updated sheets to Town Staff prior to the Council hearing.

Alternate Motions:

Motion to Recommend Approval (as is)

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the High Plains Estates Outline Development Plan, as presented.

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Denial of the High Plains Estates Outline Development Plan, based on the following findings,

KLEIN 125 ANNEXATION

OUTLINE DEVELOPMENT PLAN

A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND A PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

A. STATEMENT OF INTENT

THIS OUTLINE DEVELOPMENT PLAN (ODP) IS INTENDED TO SERVE AS A DEVELOPMENT CONCEPT FOR THE ZONING OF THE PROPERTY CONSISTING OF APPROXIMATELY 125 ACRES WITHIN THE KLEIN PUD ANNEXATION TO THE TOWN OF JOHNSTOWN, COLORADO. THIS ODP IS INTENDED TO CREATE A COMPATIBLE VARIETY OF LAND USES THAT PROVIDE FOR A HOMOGENEOUS DEVELOPMENT OF MIXED RESIDENTIAL USES. LOT LAYOUT, ROAD ALIGNMENT, AND SPECIFIC MULTI-FAMILY AND RESIDENTIAL BUILDING SITING WILL BE REFINED AT TIME OF PLATTING WITH ADJUSTMENTS ALLOWED FOR SPECIFIC SITE AND MARKET CONDITIONS.

VISION STATEMENT
THE KLEIN 125 ANNEXATION, JOHNSTOWN, CO.

GENERAL

THE KLEIN 125 ANNEXATION IS ENVISIONED TO CONTAIN A MIX OF RESIDENTIAL TYPES WITHIN SUB-NEIGHBORHOODS, EACH WITH IS OWN IDENTITY AND SCALE AND INTEGRATED INTO A UNIFIED DESIGN FOR THE PROPERTY. A FUTURE EAST-WEST COLLECTOR ROAD THROUGH THE PROPERTY AND AN EXISTING NORTH-SOUTH NATURAL GAS PIPELINE EASEMENT DIVIDE THE PROPERTY INTO FOUR (4) PLANNING AREAS. THESE PLANNING AREAS (A,B,C AND D) PROVIDE A LOGICAL FRAMEWORK FOR DEVELOPMENT PHASING AND FOR THE ARRANGEMENT OF SUB-NEIGHBORHOODS.

SITE DESIGN LAYOUT

THE OVERALL SITE DESIGN SHALL OBTAIN A PLEASING SENSE OF SCALE BY EMPHASIZING THE SITE DESIGN FUNCTIONALITY AND UNIQUENESS OF EACH PLANNING AREA. EACH PLANNING AREA SHALL CONTAIN A PORTION OF THE PRIVATE OPEN SPACE FOR THE PROJECT AND SHALL INCLUDE A SITE DESIGN AND A MIX OF RESIDENTIAL TYPES THAT DIFFERENTIATE IT FROM THE OTHER PLANNING AREAS. THE ROAD SYSTEM WITHIN EACH PLANNING AREA SHALL PROMOTE DIFFERENTIATION BETWEEN AREAS.

THESE PLANNING AREAS SHALL BE UNIFIED INTO A COHESIVE NEIGHBORHOOD THROUGH SUCH ELEMENTS AS THE INTERIOR TRAIL AND STREET SYSTEM; CENTRAL PRIVATE AMENITIES THAT COULD INCLUDE A POOL; VEST POCKET PARKS AND TOT-LOTS; SHARED OPEN SPACE AREAS; AND THE PLACEMENT OF AND CONNECTIONS TO ON-SITE, PUBLIC PARKLAND.

SITE DESIGN DETAILS

VARIOUS DESIGN DETAILS SHALL PROVIDE A DISTINGUISHING CHARACTER AND A THEME TO THE PROJECT. THESE SHALL INCLUDE DISTINCTIVE EXTERIOR AND INTERIOR FENCING, CUSTOM STREET SIGNS AND THEMATIC STREET NAMES, STAMPED CONCRETE DETAILING, DECORATIVE LIGHTING, MAILBOX ENCLOSURES, AND THE STYLE OF FURNITURE AND PLAY EQUIPMENT IN PRIVATE OPEN SPACES.

THE MAIN ENTRY FEATURE SHALL BE SUBSTANTIAL, UNIQUE AND ANNOUNCE THE THEME AND CHARACTER OF THE NEIGHBORHOOD. THIS MAIN ENTRY FEATURE MAY INCLUDE A LANDSCAPED MEDIAN, DECORATIVE LANDSCAPE LIGHTING AND LAMPPOSTS. INDIVIDUAL LANDSCAPED ENTRY FEATURES SHALL BE CONSIDERED FOR SUB-NEIGHBORHOODS WITHIN DIFFERENT PLANNING AREAS AND SHALL REINFORCE THE OVERALL DESIGN THEME.

COVENANTS

ARCHITECTURE DESIGN COVENANT SHALL PROVIDE FOR A STANDARD OF QUALITY THROUGHOUT THE PROJECT. GUIDELINES WILL ADDRESS THE ATTRACTIVE PLACEMENT OF FENCES AND PRIVACY WALLS, REQUIRED DESIGN ELEMENTS TO PROMOTE ARCHITECTURAL VARIETY AND HARMONY, LANDSCAPE REQUIREMENTS WITHIN PRIVATE LOTS, AND THE PROHIBITION OF PROPERTY USES AND CONSTRUCTION THAT WOULD UNDERMINE NEIGHBORHOOD QUALITY AND LIVABILITY. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR COVENANT ENFORCEMENT AND FOR THE MAINTENANCE OF COMMON AREAS AND ELEMENTS. A COMMUNITY ASSOCIATION SHALL BE FORMED CONSISTENT WITH THE STATE OF COLORADO CCIOA REGULATIONS.

PUBLIC PARKS AND PRIVATE OPEN SPACES

THE JOHNSON/MILLIKEN PARKS, RECREATION TRAILS AND OPEN SPACE MASTER PLAN IDENTIFIES A COMMUNITY PARK SITE ADJOINING THE KLEIN 125 ANNEXATION TO THE EAST, CURRENTLY REFERRED TO AS THE "CARLSON PROPERTY PARK". SUCH A COMMUNITY PARK WOULD ADDRESS MUCH OF THE PUBLIC PARK DEMAND FROM THIS ANNEXATION AND AVOID REDUNDANCY FROM A PUBLIC PARK WITHIN A NEIGHBORHOOD THAT ADJOINS A COMMUNITY PARK. AS PART OF THE TOWN'S PARKLAND DEDICATION REQUIREMENT FOR THE ANNEXATION, PETITIONERS SHALL ATTEMPT TO COOPERATE WITH JOHNSTOWN IN COMPLETING THE LAND ASSEMBLAGE FOR THIS COMMUNITY PARK. ALSO, A PORTION OF THE DETENTION AREA IN THE SOUTHEAST CORNER OF THE PROJECT AND CONTIGUOUS TO THE COMMUNITY PARK SITE MAY APPLY TOWARDS THE ANNEXATION'S PARKLAND DEDICATION REQUIREMENT. THE TOWN AND THE PETITIONERS WISH TO AVOID INEFFICIENTLY SIZED, PREMATURELY DEVELOPED AND PUBLIC PARKS REDUNDANCY WITHIN THIS ANNEXATION.

PRIVATE, COMMON OPEN SPACE AREAS WILL OCCUR THROUGHOUT THE PROJECT IN THE FORM OF INTERIOR TRAILS, OPEN SPACE AREAS CONNECTING NEIGHBORHOODS, TREE LAWNS ALONG THE EAST-WEST COLLECTOR ROAD, VEST POCKET PARKS AND TOT-LOTS, ENTRYWAY FEATURES, AND LANDSCAPED RIGHT-OF-WAY SETBACKS. ADDITIONAL OPEN SPACE AREAS MAY BE CREATED IN CONJUNCTION WITH ALLEYWAYS, LANDSCAPED ISLANDS. AND LANDSCAPED POOL AREA WOULD BE INCORPORATED WITH A COMMON OPEN SPACE AREA. ALL PRIVATE, COMMON OPEN SPACE AREAS SHALL BE MAINTAINED BY THE COMMUNITY ASSOCIATION.

IRRIGATION WATER

THE PROJECT WILL REDUCE IRRIGATION WATER DEMAND THROUGH THE USE OF NON-IRRIGATED AND LOW-IRRIGATED MATERIALS AND PLANTINGS. ALTHOUGH PREFERABLE, A RELIABLE NON-POTABLE, SECONDARY WATER SOURCE NEITHER TRAVERSES THE PROPERTY NOR IS CURRENTLY ACCESSIBLE TO THE PROPERTY. THIS MAY CHANGE IN THE EVENT THE TOWN BRINGS A SECONDARY WATER SOURCE TO THE COMMUNITY PARK SITE EAST OF THE ANNEXATION, AT WHICH TIME THE PROJECT MAY CONNECT TO THAT DELIVERY SYSTEM. SHOULD A POND BE CONSTRUCTED ON-SITE TO STORE DELIVERABLE WATER FOR IRRIGATION, A WATER TAP FROM THE TOWN WOULD BE NECESSARY AS A BACKUP. THE PROPERTY CURRENTLY DOES NOT INCLUDE SUFFICIENT WATER FOR BOTH RESIDENTIAL WATER TAPS AND OPEN SPACE IRRIGATION.

PHASING

THE PHASING OF DEVELOPMENT SHALL BEGIN IN PLANNING AREA A CLOSEST TO ROCKSBURY RIDGE AND WOULD INCLUDE THE EXTENSION OF HIGH PLAINS BOULEVARD TO THE FUTURE EAST-WEST COLLECTOR STREET. FOLLOWING THE DEVELOPMENT OF PLANNING AREA A, THE NEXT DEVELOPMENT PHASE WOULD EITHER BE TO THE NORTH (AREA B) OR EAST (AREA C), DEPENDING UPON SUCH FACTORS AS MARKET CONDITIONS AND THE STATUS OF THE COMMUNITY PARK. MULTIPLE DEVELOPMENT PHASES MAY BE IN PROCESS CONCURRENTLY.

NEIGHBORHOOD COMPATIBILITY

COMPATIBILITY WITH ADJOINING NEIGHBORHOODS TO THE SOUTH AND EAST WILL OCCUR EITHER THROUGH SIMILAR RESIDENTIAL TYPES; APPROPRIATE BUFFERING THROUGH LANDSCAPING, FENCING, AND SETBACKS; OR A COMBINATION OF BOTH.

ARCHITECTURAL VARIATION

ARCHITECTURAL VARIETY WILL FIRST BE INTRODUCED THROUGH THE INCLUSION OF A MIX OF ATTACHED AND DETACHED RESIDENTIAL TYPES AND VARYING LOT SIZES. FURTHER DIFFERENTIATION OF SUCH VARYING RESIDENTIAL TYPES SHALL BE THROUGH THEIR ARRANGEMENT INTO IDENTIFIABLE SUB-NEIGHBORHOODS. VARIATIONS IN DENSITIES, SCALE, AND ARCHITECTURE AND AN EMPHASIS ON DISTINCT IDENTITY DISTRICTS WITHIN THE LARGER NEIGHBORHOOD ARE A PRIMARY COMPONENT OF THE PROJECT VISION.

SITE DESIGN APPROACHES TO PROMOTE VARIATION COULD INCLUDE SUCH FEATURES AS ALLEYWAYS, PRIVATE STREETS, SHARED CURB CUTS FROM PUBLIC STREETS, LANDSCAPING AND SIGNAGE. DIFFERENT UNIT TYPES (E.G. CONVENTIONAL SINGLE-FAMILY VS. TOWN HOMES, VS. PATIO HOMES) WOULD BE ENCOURAGED TO INCLUDE DIFFERENTIATING DESIGN ELEVATIONS AND DETAILS, INCLUDING DISTINGUISHING EXTERIOR MATERIALS, COLORS, ROOF PITCHES, OVERHANGS, TRIM, WINDOWS, AND SITE PLACEMENT. SIMILAR DISTINGUISHING DESIGN ELEMENTS WOULD BE INCLUDED WITHIN CONVENTIONAL SINGLE-FAMILY SUB-NEIGHBORHOODS IN ORDER TO FURTHER PROMOTE VARIETY WITHIN THE PROJECT.

CONVENTIONAL SINGLE-FAMILY LOT DISTRIBUTION:
A "CONVENTIONAL SINGLE-FAMILY LOT" SHALL BE DEFINED AS A RESIDENTIAL LOT FOR A DETACHED SINGLE-FAMILY RESIDENCE THAT IS ACCESSED FROM AN INDIVIDUAL CURB CUT OFF A PUBLIC STREET.
THE TOTAL NUMBER OF SUCH CONVENTIONAL SINGLE-FAMILY LOTS WITHIN THE ANNEXATION SHALL NOT EXCEED THE FOLLOWING DISTRIBUTION:

SIZE (S.F.)	PERCENTAGE
6,000 OR LESS	15
6,001 TO 7,000	10
7,001 TO 8,000	20
8,001 OR GREATER	BALANCE

THERE SHALL BE NO MINIMUM PERCENTAGE REQUIRED, AND THE MAXIMUM ALLOWABLE PERCENTAGE OF ANY SMALLER LOT SIZE CATEGORY CAN BE ADDED TO A LARGER LOT SIZE CATEGORY. A RESIDENCE ON A CONVENTIONAL SINGLE-FAMILY LOT SHALL CONTAIN A MINIMUM 1400 SQ. FT. OF GROSS LIVABLE AREA.

B. PROPOSED ZONING

THE PROPOSED ZONING FOR THE PROPERTY IS: PUD-R, PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT.

C. LAND USE STANDARDS

REFERENCE TO ARTICLE XI SF-1, ARTICLE XII SF-2, AND ARTICLE XIII MF-1 OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE. THE TOWNS MINIMAL STANDARDS COULD VARY BASED UPON THE FINAL DEVELOPMENT PLAN.

D. PARKING STANDARDS

REFERENCE ARTICLE XVII, SECTION 16-306 ITEM I OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE.

E. AUXILIARY USE STANDARDS

1. SIGNS - REFERENCE ARTICLE XVII, SECTION 16-306 ITEM M OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE.

2. FENCES - REFER TO TOWN FENCE REQUIREMENT.
   A. EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF ALTERNATIVE FENCING, VARYING FENCE HEIGHT AND STYLE, STAGGERED ALIGNMENT OF FENCING, LANDSCAPING AND BUFFERING TECHNIQUES. LANDSCAPE FEATURES SHALL BE INCORPORATED INTO THE STREETSCAPE ALONG AND WITHIN THE RESIDENTIAL AREAS.

3. PEDESTRIAN PATHS/TRAILS

   SIDEWALKS, PATHS AND TRAILS SHALL BE PROVIDED WITHIN PARK/OPEN SPACE AREAS TO LINK WHERE FEASIBLE RESIDENTIAL AND COMMERCIAL USE AREAS AND OPEN SPACE. SUCH PATHS SHALL BE ASPHALT, CONCRETE OR CRUSHED LIMESTONE AND RANGE FROM 3 TO 10 FEET IN WIDTH. SUCH PATHS SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION OR THE TOWN OF JOHNSTOWN, DEPENDING UPON LOCATION, SUBJECT TO APPROVAL BY SUCH ENTITY.

4. LIGHTING

   PRIVATE LIGHTING WITHIN THE PROJECT SHALL CONSIST OF DOWNCAST VARIETIES AND SHALL NOT CAST ANY GLARE ON ADJACENT LAND USES OR RIGHTS-OF-WAY. LIGHT STANDARDS SHALL NOT EXCEED 15 FEET IN HEIGHT AND SHALL BE COORDINATED WITH THE TOWN OF JOHNSTOWN AS TO LOCATION, STYLE, AND FUNCTION. A PUBLIC/PRIVATE LIGHTING PLAN SHALL BE PREPARED AT THE TIME OF FINAL DEVELOPMENT PLAN IN ORDER TO INTEGRATE FACILITIES INTO THE VARIOUS USE AREAS.

5. STORAGE

   A. BOATS, CAMPERS, AND TRAILER VEHICLES SHALL ONLY BE PERMITTED TO BE STORED WITHIN COMPLETELY CLOSED STRUCTURES OR WITHIN AREAS SPECIFICALLY DESIGNATED FOR SUCH STORAGE, PROVIDED SUCH AREAS ARE BEHIND BUILDING SETBACK LINES. SUCH STORAGE SHALL ONLY BE PERMITTED IN SINGLE-FAMILY USE AREAS.
   B. NO OUTSIDE STORAGE OF MATERIALS OTHER THAN THOSE REQUIRED FOR THE INITIAL CONSTRUCTION OF THE STRUCTURES SHALL BE PERMITTED EXCEPT WITHIN THE AREAS PROVIDED IN THE TEMPORARY USE AREAS DESCRIBED BELOW.
   C. TRASH SHALL BE KEPT IN SEALED CONTAINERS IN THE RESIDENTIAL UNITS UNTIL THE DAY OF COLLECTION AND WITHIN SCREENED AREAS IN THE MULTI-FAMILY AND COMMERCIAL USE AREAS.

6. COMMON AREAS - TYPICALY PRIVATE

   COMMON AREAS WITHIN THE PROJECT SHALL BE OWNED AND MAINTAINED BY A HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION ESTABLISHED FOR SUCH PURPOSE.

7. UTILITIES

   ALL UTILITIES (WATER, SANITARY SEWER AND STORM SEWER) SHALL BE CONSTRUCTED TO THE TOWN OF JOHNSTOWN SPECIFICATIONS AND APPROVED BY THE TOWN PRIOR TO CONSTRUCTION. UTILITY CONSTRUCTION MAY BE PHASED BASED UPON A PHASING PLAN THAT SHALL BE SUBMITTED AT THE TIME OF FINAL PLATTING.

8. SIGHT TRIANGLE - REFER TO SECTION 16-362; SIGN CODE AND DEVELOPER GUIDELINES.

F. LANDSCAPE REQUIREMENTS

REFERENCE TO ARTICLE XVII, SECTION 16-306, ITEM F OF THE TOWN OF JOHNSTOWN ZONING ORDINANCE.

G. OPEN SPACE REQUIREMENTS

REFERENCE TO ARTICLE XVII, SECTION 16-306, ITEM D OF TOWN OF JOHNSTOWN ZONING ORDINANCE.

H. MISCELLANEOUS REQUIREMENTS

1. POLLUTION CONTROL:
   AREAS DISTURBED DURING CONSTRUCTION SHALL BE TREATED IN SUCH A MANNER SO AS TO MINIMIZE THE IMPACTS OF EROSION AND DUST POLLUTION. NO OTHER POLLUTING ACTIVITY SHALL BE PERMITTED ON A PERMITTED BASIS.
2. TEMPORARY USES:
   TEMPORARY TRAILERS AND/OR RESIDENTIAL UNITS MAY BE USED AS SALES OR CONSTRUCTION OFFICES DURING THE SALES AND CONSTRUCTION PERIOD. TEMPORARY MATERIAL STORAGE, CONCRETE BATCH PLANTS AND OTHER TEMPORARY CONSTRUCTION USES MAY BE PERMITTED DURING THE PERIOD PROVIDED SUCH ACTIVITIES ARE SECURED AND NOT OFFENSIVE. SUCH TEMPORARY USES SHALL TERMINATE 90 DAYS AFTER CONSTRUCTION OF THE FINAL BUILDING WITHIN THE PROJECT.
3. EMERGENCY VEHICULAR ACCESS:
   TWO (2) ALL WEATHER MEANS OF EMERGENCY VEHICULAR ACCESS SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER COMPLETION OF THE
4. BUFFERING:
   WHERE DIFFERING LAND USES ABUTT ONE ANOTHER, BUFFERING TECHNIQUES SHALL BE IMPLEMENTED TO DIFFUSE ANY NEGATIVE IMPACTS. THESE BUFFERING TECHNIQUES AND THEIR LOCATIONS SHALL BE DETERMINED AT THE TIME OF PLATTING.
5. ARCHITECTURAL STANDARDS:
   ALL EXTERIOR WALL OF STRUCTURES SHALL BE DESIGNED AND FINISHED WITH ARCHITECTURALLY AND AESTHETICALLY PLEASING MATERIALS COMPATIBLE WITH THE NATURAL FEATURES OF THE PROPERTY. SPECIFIC MATERIALS SHALL INCLUDE MATERIALS SUCH AS BRICK, STONE, TEXTURED CONCRETE, WOOD, SIDING, MASONITE, HARDBOARD, OR VINYL SIDING, STUCCO, METAL ONLY WHEN EXPOSED SOFFITS ARE FINISHED, AND GLASS.
   THE USE OF EAVES, CANTILEVERS, PROTRUSIONS AND OTHER ARCHITECTURAL EFFECTS SHALL BE USED TO BREAK UP LONG EXPANSES OF WALL AREAS. COMPATIBLE MATERIALS AND STYLES SHALL BE USED TO MAINTAIN HARMONY WITH ADJACENT STRUCTURES WITHIN EACH USE AREA. ROOFTOPS SHALL BE DESIGNED TO SCREEN MECHANICAL EQUIPMENT, VENTS, AND DUCTS IN A MANNER THAT MINIMIZES OBSTRUCTION TO VIEWS AND PROVIDES AN ARCHITECTURALLY AND AESTHETICALLY PLEASING APPEARANCE. REFLECTIVE ROOFTOP ELEMENTS SUCH AS SOLAR COLLECTORS AND SKYLIGHTS, IF INSTALLED, SHALL BE INSTALLED TO MINIMIZE GLARE ON ADJACENT PROPERTIES.

   BUILDING SHALL BE SENSITIVELY LOCATED TO MAXIMIZE VIEWS THEREFROM, VIEWS FROM OTHER LAND USES AND IN A MANNER THAT COMPLEMENTS THE SURROUNDINGS AND BLENDS WITH THE OVERALL PLAN. CLUSTERING OF BUILDINGS SHALL BE UTILIZED WHERE POSSIBLE TO PROVIDE THE MAXIMUM AMOUNT OF OPEN SPACE AND TO MINIMIZE THE IMPACT ON VIEWS WHERE POSSIBLE.
6. NO SINGLE-FAMILY RESIDENCE WITH THE SAME ELEVATION SHALL BE BUILT WITHIN THREE (3) UNITS FROM ITSELF.

I. DEVELOPMENT SCHEDULE

1. IT IS PROPOSED THAT THIS PUD SHALL BE DEVELOPED IN MULTIPLE PHASES. DEVELOPMENT OF PHASE 1 WOULD HOPEFULLY BEGIN IN 2005 WITH ADDITIONAL PHASES THE FOLLOWING YEAR.
2. A PHASING PLAN SHALL BE PROVIDED TO THE TOWN OF JOHNSTOWN AT THE TIME OF PLATTING.

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF ALLIANCE DEVELOPMENT SERVICES AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF ALLIANCE DEVELOPMENT SERVICES.

call utility notification center of colorado 2-business days in advance before you dig. 1-800-922-1987 or 303-534-6700 IN METRO DENVER for marking of underground member utilities.

ADS
Alliance Development Services
"PLANNING" "ENGINEERING" "PROJECT MGMT" "FINANCING" "CONSTRUCTION MGMT"
5460 WARD ROAD, SUITE 240
ARVADA, COLORADO 80002
PHONE (720) 898-0650, FAX (303) 424-8134

NO.	DESCRIPTION	DATE	BY

REVISIONS

KLEIN 125 ANNEXATION
OUTLINE DEVELOPMENT PLAN
TEXT SHEET
LES KAPLAN

DRAWING NO. P204100P
DRAWN BY: PSD
DESIGNED BY: DEM
090-202-041
DATE: JULY 22, 2004
SCALE: NONE

Item #12.

KLEIN ANNEXATION MAP
TO THE TOWN OF JOHNSTOWN

(PRELIMINARY MAP)

A PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND A PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

N

200' 0 100' 200' 400'

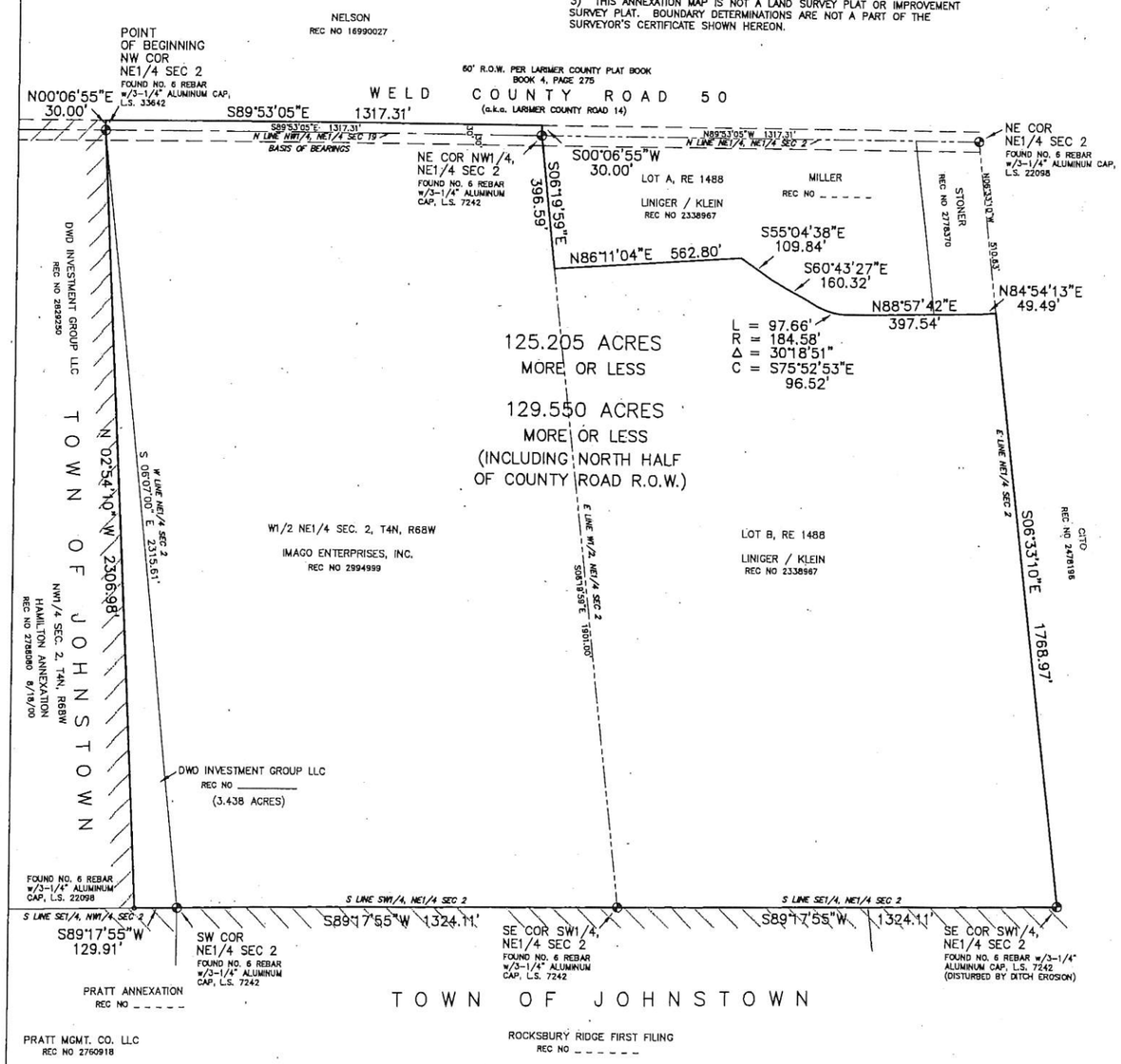
SCALE: 1" = 200'

NOTES:

1) BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF THE NE1/4 OF SECTION 2 BEARS S 89°53'05" E, BETWEEN THE FOUND MONUMENTS SHOWN AND DESCRIBED HEREON.

2) 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 BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3) THIS ANNEXATION MAP IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. BOUNDARY DETERMINATIONS ARE NOT A PART OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.



CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, THAT JANET L. LINIGER AND JOYCE L. KLEIN, BEING THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED LAND, TO WIT:

A PARCEL OF LAND BEING THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, AND LOT B, RECORDED EXEMPTION NUMBER 1061-2-1-RE 1488, COUNTY PUBLIC RECORDS, AND A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, AND THE NORTH HALF OF COUNTY ROAD LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, SAID PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

NOTE: FOR THE PURPOSES OF THIS DESCRIPTION THE BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 2, AS BEARING N 89°53'05" E, MONUMENTED AS FOLLOWS: A FOUND 3/4 INCH DIAMETER REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED L.S. 33642 AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 2 AND A FOUND 3/4 INCH DIAMETER REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAP STAMPED L.S. 7242 AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SAID NORTHEAST QUARTER OF SECTION 2.

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2,
THENCE N 00°06'55" E, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY LINE OF LARIMER COUNTY ROAD NO. 14, BOOK 4, PAGE 275, COUNTY PUBLIC RECORDS;
THENCE S 89°53'05" E, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 2, A DISTANCE OF 1317.31 FEET;
THENCE, S 00°06'55" W, A DISTANCE OF 30.00 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 2;
THENCE S 06°19'59" E, ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 2, SAID LINE ALSO BEING THE WEST LINE OF LOT A, RECORDED EXEMPTION NUMBER 1061-2-1-RE 1488, COUNTY PUBLIC RECORDS, A DISTANCE OF 396.59 FEET, TO THE SOUTHWEST CORNER OF SAID LOT A;
THENCE ALONG THE SOUTH LINE OF SAID LOT A, THE FOLLOWING SIX (6) COURSES:
1. THENCE N 86°11'04" E A DISTANCE OF 562.80 FEET;
2. THENCE S 55°04'38" E A DISTANCE OF 109.84 FEET;
3. THENCE S 60°43'27" E A DISTANCE OF 160.32 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 184.58 FEET, A CENTRAL ANGLE OF 30°18'51", A DISTANCE OF 97.66 FEET, THE LONG CHORD OF WHICH BEARS S 75°52'53" E, 96.52 FEET;
5. THENCE N 88°57'42" E A DISTANCE OF 397.54 FEET;
6. THENCE N 84°54'13" E A DISTANCE OF 49.49 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 2;

THENCE S 06°33'10" E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 2, SAID LINE ALSO BEING THE EAST LINE OF LOT B, RECORDED EXEMPTION NUMBER 1061-2-1-RE 1488, COUNTY PUBLIC RECORDS, A DISTANCE OF 1768.97 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 2;
THENCE S 89°17'55" W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 2, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT B, A DISTANCE OF 1324.11 FEET, TO THE SOUTHWEST CORNER OF SAID LOT B;
THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 2, S 89°17'55" W, A DISTANCE OF 1324.11 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 2, BEING MARKED BY A 3/4 INCH DIAMETER REBAR WITH 3-1/4 INCH DIAMETER ALUMINUM CAPPED STAMPED L.S. 7242;
THENCE S 89°17'55" W, A DISTANCE OF 129.91 FEET, TO A 3/4 INCH DIAMETER REBAR WITH 3-1/4" INCH DIAMETER ALUMINUM CAP STAMPED LS 22098;
THENCE N 02°54'10" W ALONG THE EASTERLY LINE OF HAMILTON ANNEXATION, REC. NO. 3011188, COUNTY PUBLIC RECORDS, A DISTANCE OF 2306.98 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 129.550 ACRES, MORE OR LESS.

HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE ANNEXED UNDER THE NAME AND STYLE OF KLEIN ANNEXATION TO THE TOWN OF JOHNSTOWN, COLORADO.

OWNER: IMAGO ENTERPRISES, INC., AS TO THE W1/2, NE1/4 SEC. 2.

BY: _____
LESTER M. KAPLAN, PRESIDENT

STATE OF }
COUNTY OF } SS

THE FOLLOWING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ 2003, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

OWNER: DWD INVESTMENT GROUP, LLC, AS TO PORTION OF E1/2, NW1/4 SEC. 2.

BY: _____
JOHN DONALDSON, MANAGER

STATE OF }
COUNTY OF } SS

THE FOLLOWING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ 2003, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

OWNER: JANET L. LINIGER AS TO LOT B, RE NO. 1488

BY: _____
JANET L. LINIGER

OWNER: JOYCE L. KLEIN AS TO LOT B, RE NO. 1488

BY: _____
JOYCE L. KLEIN

STATE OF }
COUNTY OF } SS

THE FOLLOWING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ 2003, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

VICINITY MAP
SCALE: 1" = 5000'

APPLICANTS:

IMAGO ENTERPRISES, INC.
140 PALMER DRIVE
FORT COLLINS, CO 80525
970-226-6819

JANET L. LINIGER
JOYCE L. KLIEN

DWD INVESTMENT GROUP LLC
4529 S STOVER
FORT COLLINS, CO 80525

CONTIGUITY:

TOTAL PERIMETER OF THIS ANNEXATION	10005.63 FEET
1/6TH TOTAL PERIMETER OF THIS ANNEXATION	1667.61 FEET
PERIMETER CONTIGUOUS TO THE TOWN OF JOHNSTOWN	5415.11 FEET

TOTAL AREA BEING ANNEXED: 129.550 ACRES, MORE OR LESS

TOWN COUNCIL APPROVAL:

THIS IS TO CERTIFY THAT THE KLEIN ANNEXATION WAS APPROVED BY ORDINANCE NO. _____ ON THE _____ DAY OF _____ A.D., 2003, AND THAT THE MAYOR OF THE TOWN OF JOHNSTOWN, ON BEHALF OF THE TOWN OF JOHNSTOWN HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

SURVEYOR'S CERTIFICATE:

I, JAMES M. PECK, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF JOHNSTOWN.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION IN SEPTEMBER 2003.

_____
JAMES M. PECK
COLORADO R.L.S. 29425

LEGEND

TOWN OF JOHNSTOWN CORPORATE LIMITS

ANNEXATION BOUNDARY

BoT packet 5/3/04

RECORDER'S CERTIFICATE:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ A.M./P.M. OF THE ____ DAY OF _____ A.D., 2003 IN BOOK ____ , PAGE ____ , MAP ____ , RECEPTION _____

COUNTY CLERK AND RECORDER

_____

BY _____
DEPUTY

KLEIN ANNEXATION MAP TO THE TOWN OF JOHNSTOWN
A PART OF THE N1/2 HALF OF SEC. 2, T.4N., R.68W. OF THE 6TH P.M., COUNTY OF WELD, AND A PART OF THE SE1/4 OF SECTION 35, T.5N., R.68W. OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

REVISIONS	DRAWN BY: JMP - PD	eastlake surveying company	SCALE: 1" = 200'
	CHECK: JMP		JOB NO. 023-03-128

Item #12.

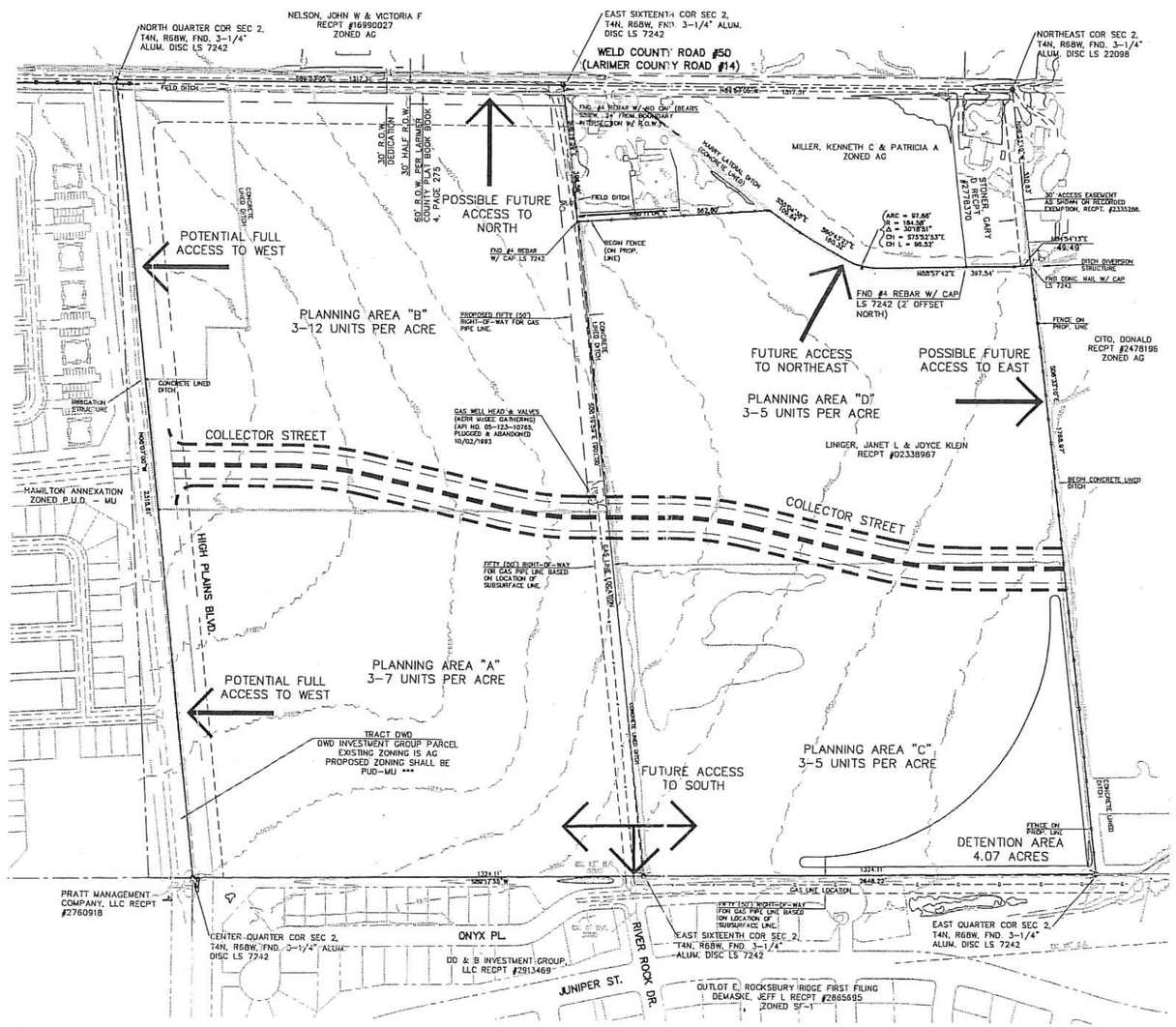
KLEIN 125 ANNEXATION

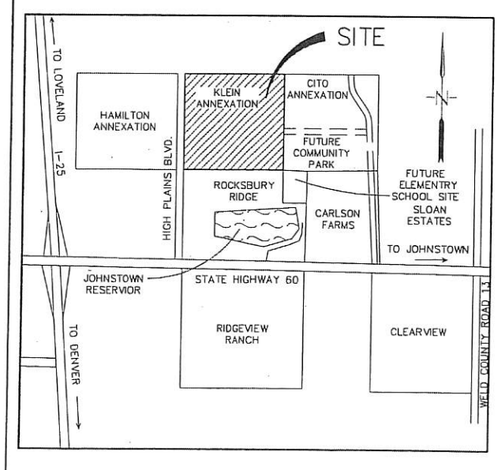
OUTLINE DEVELOPMENT PLAN

A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND A PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

200 0 200 400

ORIGINAL SCALE: 1"=200'





VICINITY MAP
NOT TO SCALE

PROPERTY DESCRIPTION

THREE TRACTS OF LAND, THE FIRST BEING DESCRIBED AS THE WEST HALF OF THE NORTHEAST QUARTER SECTION TWO (2), T4N, R69W OF THE 6TH P.M., THE SECOND TRACT BEING DESCRIBED AS LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE 1488 AS RECORDED JUNE 2, 1993 IN BOOK 1385 AT RECEPTION NO. 2335286 BEING PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, T4N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO. THE THIRD TRACT AS DESCRIBED BELOW (***).

EXISTING DISTRICTS

1. JOHNSTOWN FIRE PROTECTION DISTRICT
2. WELD COUNTY LIBRARY DISTRICT
3. WELD COUNTY SCHOOL DISTRICT RE-5J
4. AIMS JUNIOR COLLEGE DISTRICT
5. NORTHERN COLORADO WATER CONSERVATION DISTRICT
6. LITTLE THOMPSON WATER DISTRICT
7. THOMPSON VALLEY RECREATION DISTRICT

LAND USE DATA

1. EXISTING ZONING: WELD COUNTY, A-AGRICULTURE
2. PROPOSED ZONING: TOWN OF JOHNSTOWN PUD-R PLANNED UNIT DEVELOPMENT RESIDENTIAL
3. EXISTING USES: AGRICULTURE
4. PROPOSED USES: SINGLE FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL.

LAND USE TABLE

LAND USE	GROSS AC.	GROSS DENSITY	% TOTAL AREA
PLANNING AREA "A" PUD-R	34.82	3-7	27.07
PLANNING AREA "B" PUD-R	34.07	3-12	26.49
PLANNING AREA "C" PUD-R	28.54	3-5	22.19
PLANNING AREA "D" PUD-R	27.77	3-5	21.58
* PARK AREA	*	N/A	*
** OPEN SPACE	**	N/A	**
*** TRACT DWD	3.438	N/A	2.67
TOTAL	128.64	N/A	100

* PARK AREA WILL BE DEDICATED IN THE AMOUNT OF 10%. LOCATIONS WILL BE DETERMINED AT THE PRELIMINARY PLAT SUBMITTAL.

** OPEN SPACE WILL BE PROVIDED IN ACCORDANCE WITH THE TOWN OF JOHNSTOWN'S ZONING CODE FOR PUD-R DEVELOPMENTS ARTICLE D VVII SECTION 16.305 D1.

*** A PARCEL OF LAND OWNED BY DWD INVESTMENT GROUP LLC BEING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (2), TOWNSHIP FOUR NORTH (T.4N.), RANGE SIXTY-EIGHT WEST (R.68W.), SIXTH PRINCIPAL MERIDIAN (6thP.M.), COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 2 AND ASSUMING THE WEST LINE OF SAID NE1/4 AS BEING NORTH 03°11'37" WEST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/92, A DISTANCE OF 2306.94 FEET WITH ALL OTHER BEARINGS CONTAINED HERETO RELATIVE THERETO:

THENCE SOUTH 06°24'27" EAST A DISTANCE OF 2315.53 FEET TO THE SOUTH LINE OF SAID NE1/4;
THENCE SOUTH 88°59'29" WEST ALONG SAID SOUTH LINE A DISTANCE OF 129.91 FEET TO CENTER QUARTER (C1/4) CORNER OF SAID SECTION 2;
THENCE NORTH 03°11'37" WEST ALONG SAID WEST LINE A DISTANCE OF 2306.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.438 ACRES MORE OR LESS (±) AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND IS ZONED AG AND SHALL BE ZONED PUD-MU.

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO. THIS _____ DAY OF _____ 200__.

OWNER/PETITIONERS:

IMAGO ENTERPRISES
140 PALMER DRIVE
FT. COLLINS, CO. 80525

JOYCE KLEIN
A & H FARMS LLC
1014 N. 3RD
JOHNSTOWN, CO. 80534
970-587-2527

DWD INVESTMENTS GROUP LLC
4529 S. STOVER
FT. COLLINS, CO. 80525
AUTHORIZED REPRESENTATIVE:

JANET L. LINIGER
A & H FARMS LLC
23927 WCR RD 13
JOHNSTOWN, CO. 80534

ENGINEER/PLANNER:

ALLIANCE DEVELOPMENT SERVICES
5440 WARD ROAD, SUITE 240
ARVADA, CO. 80002
(303) 898-0660

SURVEYOR:

EASTLAKE SURVEYING COMPANY
12520 FIRST STREET
EASTLAKE, CO. 80614
(303) 252-8881

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

call utility notification center of colorado 2-business days in advance before you dig, 1-800-922-1987 or 303-534-6700 IN METRO DENVER (for marking of underground member utilities.)

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ADS
Alliance Development Services
"PLANNING" "ENGINEERING" "FINANCING"
"PROJECT MGMT" "CONSTRUCTION MGMT"
5440 WARD ROAD, SUITE 240
ARVADA, COLORADO 80002
PHONE (720) 898-0660, FAX (303) 424-9134

REVISIONS

NO.	DESCRIPTION	DATE	BY

KLEIN 125 ANNEXATION
OUTLINE DEVELOPMENT PLAN
LES KAPLAN

DRAWING NO. P20410DP
DRAWN BY: PSD
DESIGNED BY: DEM
090-202-041
DATE:
SCALE: 1" =200'

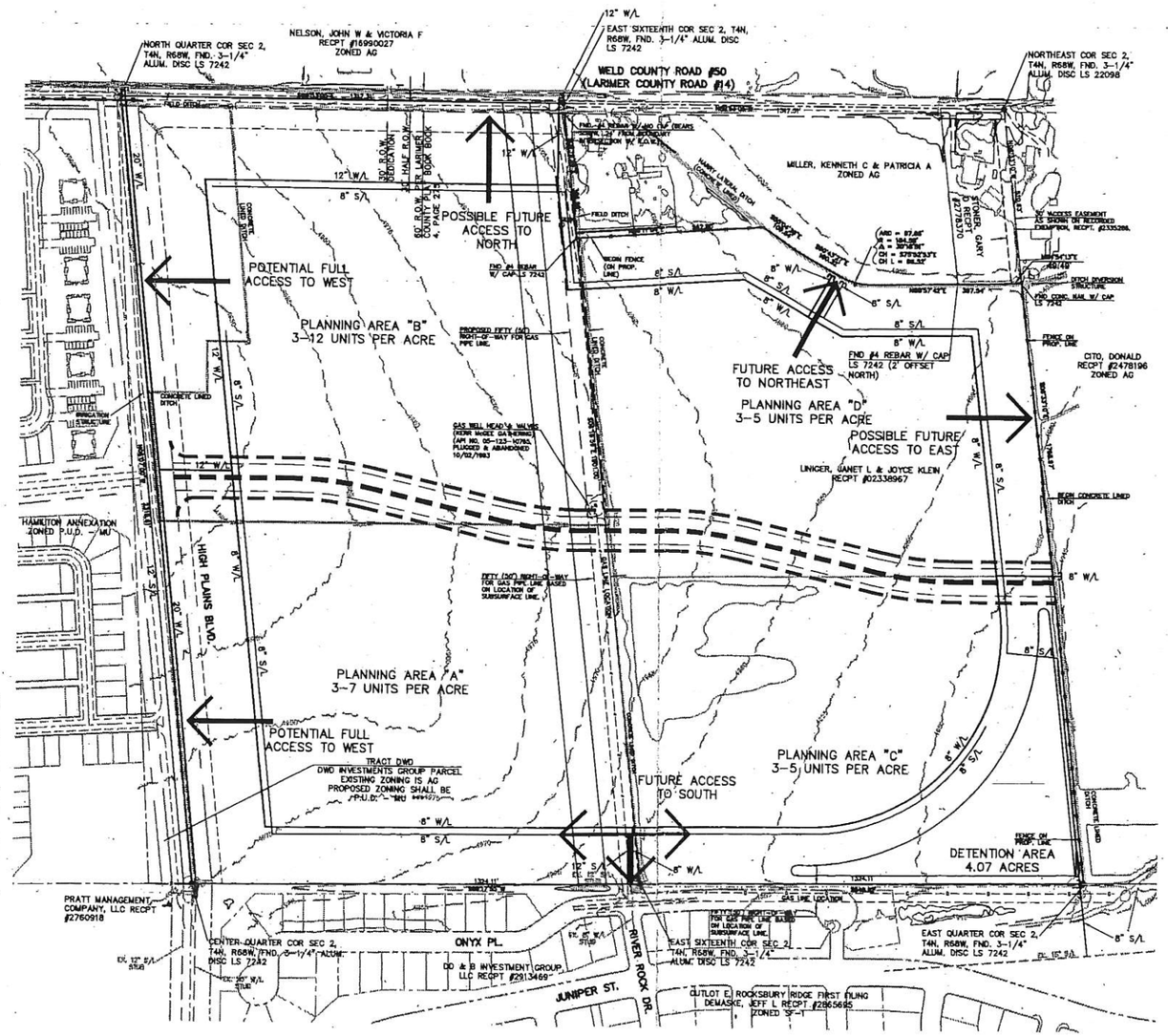
Used on 2/2/04 BOT Mtg Packet

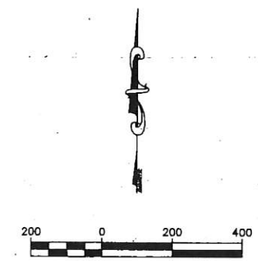
Item #12.

KLEIN 125 ANNEXATION

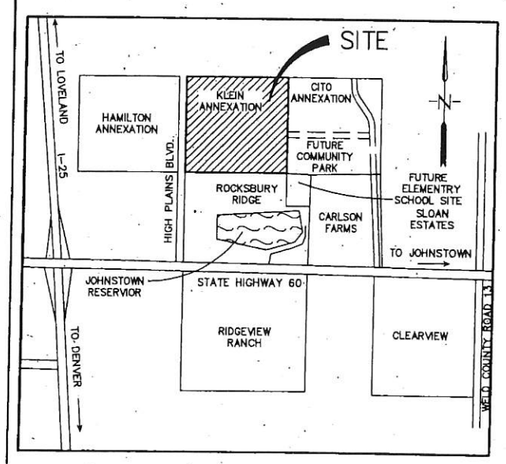
OUTLINE DEVELOPMENT PLAN

A PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, AND A PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO





NOTE:
WATER AND SEWER LINE SHOWN ON SITE ARE SCHEMATIC ONLY AND ARE INTENDED TO SHOW APPROXIMATE LOCATIONS OF WATER AND SEWER LINES FOR OFF SITE CONNECTIONS.



VICINITY MAP
NOT TO SCALE

ENGINEER/PLANNER:
ALLIANCE DEVELOPMENT SERVICES
5440 WARD ROAD, SUITE 240
ARVADA, CO. 80002
(303) 898-0660

SURVEYOR:
EASTLAKE SURVEYING COMPANY
12520 FIRST STREET
EASTLAKE, CO. 80614
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140 PALMER DRIVE
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JOHNSTOWN, CO. 80534
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DWD INVESTMENTS GROUP LLC
4529 S. STOVER
FT. COLLINS, CO. 80525
AUTHORIZED REPRESENTATIVE:

JANET L. LINIGER
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23927 WCR RD 13
JOHNSTOWN, CO. 80534

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Alliance Development Services
"PLANNING" "ENGINEERING" "CONSTRUCTION MGMT" "PROJECT MGMT" "FINANCING"
5440 WARD ROAD, SUITE 240
ARVADA, COLORADO 80002
PHONE (720) 898-0660, FAX (303) 424-8134

REVISIONS

NO.	DESCRIPTION	DATE	BY

KLEIN 125 ANNEXATION
PRELIMINARY UTILITY PLAN
LES KAPLAN

DRAWING NO. P2041ODP-UTIL
DRAWN BY: PSD
DESIGNED BY: DEM
090-202-041
JAN 22 2004
SCALE: 1"=200'

TRAFFIC IMPACT STUDY

For

High Plains Estates
Weld County, Colorado

July 2022
Revised:
December 2022

Prepared for:

COLA, LLC
555 Middle Creek Parkway, Suite 500
Colorado Springs, CO 80921

Prepared by:

SM ROCHA, LLC
TRAFFIC AND TRANSPORTATION CONSULTANTS

8703 Yates Drive, Suite 210
Westminster, Colorado 80031
(303) 458-9798

6 South Tejon Street, Suite 515
Colorado Springs, Colorado 80903
(719) 203-6639

Project Engineer:
Stephen Simon, EIT

Engineer in Responsible Charge:
Fred Lantz, PE

COLORADO REGISTERED
FREDERICK C. LANTZ
23410
12/09/2022
PROFESSIONAL ENGINEER

22-051672

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I. Introduction

Project Overview

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled High Plains Estates.

This traffic impact study has been revised to address jurisdiction review comments regarding additional description and detail of proposed site access connection to River Rock Drive.

This proposed development consists of a residential subdivision including a mix of single-family and multifamily housing. The development is located on the south side of E County Road 14 and east of High Plains Boulevard in Weld County, Colorado.

Study Area

The study area to be examined in this analysis encompasses High Plains Boulevard between E County Road 14 and State Highway 60, and E Count Road 14 from I-25 Frontage Road to High Plains Boulevard, as well as proposed site access drives.

Figure 1 illustrates location of the site and study intersections.

Site Description

Land for the development is currently vacant and surrounded by a mix of residential, agricultural, and open space land uses. The proposed development is understood to entail the new construction of a residential subdivision supporting as many as 226 multifamily dwelling units, and 401 single-family detached dwelling units.

Proposed access to the development is primarily provided at the following locations: one full-movement access onto High Plains Boulevard (referred to as Access A), and one full-movement access onto E County Road 14 (referred to as Access B). Additional access to the development area also includes connection to Onyx Place via extension of River Rock Drive, as well as future connection to the east. However, for analysis purposes said access locations were not directly analyzed given their internal nature to the overall residential development area and the conceptual nature of the site plan. Internal access operations are expected to provide levels of service equal to or better than those of the adjacent major study intersections.

For purposes of this study, it is anticipated that development construction would be completed by end of Year 2024. General site and access locations are shown on Figure 1. A conceptual site plan, as prepared by Henry Design Group, is shown on Figure 2. This plan is provided for illustrative purposes only.

HIGH PLAINS ESTATES
Traffic Impact Study

SM ROCHA, LLC
Traffic and Transportation Consultants

Figure 1
SITE LOCATION

December

HIGH PLAINS ESTATES
Traffic Impact Study

SM ROCHA, LLC
Traffic and Transportation Consultants

Figure 2
CONCEPTUAL SITE PLAN

December
Pa

Existing and Committed Surface Transportation Network

Within the study area, High Plains Boulevard is the primary roadway that will accommodate traffic to and from the proposed development. The secondary roadways include E County Road 14, State Highway 60, Brunner Boulevard, I-25 Frontage Road, and River Rock Drive.

High Plains Boulevard is a north-south arterial roadway having between two to four through lanes (one to two lanes in each direction) with a combination of shared and exclusive turn lanes at the intersections within the study area. High Plains Boulevard provides a posted speed limit of 35 MPH. High Plains Boulevard currently ends north of Brunner Boulevard and is anticipated to be extended north to intersect E County Road 14 upon continued area development.

E County Road 14 is an east-west arterial roadway having two through lanes (one lane in each direction) with shared turn lanes at the intersections within the study area. E County Road 14 provides a posted speed limit of 55 MPH. E County Road 14 becomes State Highway 60 west of I-25 Frontage Road.

State Highway 60 is an east-west state roadway having two through lanes (one lane in each direction) with exclusive turn lanes at the intersection within the study area. The Colorado Department of Transportation (CDOT) categorizes State Highway 60 as a Non-Rural Principal Highway (NR-A) and provides a posted speed limit of 55 MPH.

Brunner Boulevard is an east-west collector roadway having two through lanes (one lane in each direction) with shared turn lanes at the intersection within the study area. Brunner Boulevard provides a posted speed limit of 25 MPH.

I-25 Frontage Road is a north-south state roadway having two through lanes (one lane in each direction) with shared turn lanes at the intersection within the study area. I-25 Frontage Road provides a posted speed limit of 55 MPH. I-25 Frontage Road is currently closed between E County Road 14 and State Highway 60 pursuant to CDOT's I-25 North Express Lanes Berthoud to Johnstown Project and is not anticipated to reopen in the future.

River Rock Drive is a north-south local roadway having two through lanes (one lane in each direction) with shared turn lanes at intersections within the existing adjacent subdivision. River Rock Drive does not provide a posted speed limit. However, based on the roadway classification, it is assumed to provide a posted speed limit of 25 MPH.

Study intersections operate under a stop-controlled condition. A stop-controlled intersection is defined as a roadway intersection where vehicle rights-of-way are controlled by one or more "STOP" signs.

No regional or specific improvements for the above-described roadways beyond that already discussed are known to be planned or committed at this time. It is anticipated that as area development continues to occur roadway and intersection improvements will be necessary dependent on specific capacity thresholds associated with each development area. For purposes of this analysis, the study area roadways are considered to be built to their ultimate cross-sections excluding future improvements associated with the proposed development and to accommodate regional transportation demands.

II. Existing Traffic Conditions

Morning (AM) and afternoon (PM) peak hour traffic counts were collected at the intersections of High Plains Boulevard with State Highway 60 and Brunner Boulevard, as well as E County Road 14 with I-25 Frontage Road. Average daily traffic (ADT) volumes were collected over a 24-hour period on High Plains Boulevard, State Highway 60, and E County Road 14. Counts were collected on June 1, 2022, with AM peak hour counts being collected during the period of 7:00 a.m. to 9:00 a.m. and PM peak hour counts being collected during the period of 4:00 p.m. to 6:00 p.m.

Existing volumes and intersection geometry are shown on Figure 3. Traffic count data is included for reference in Appendix A.

Not to Scale

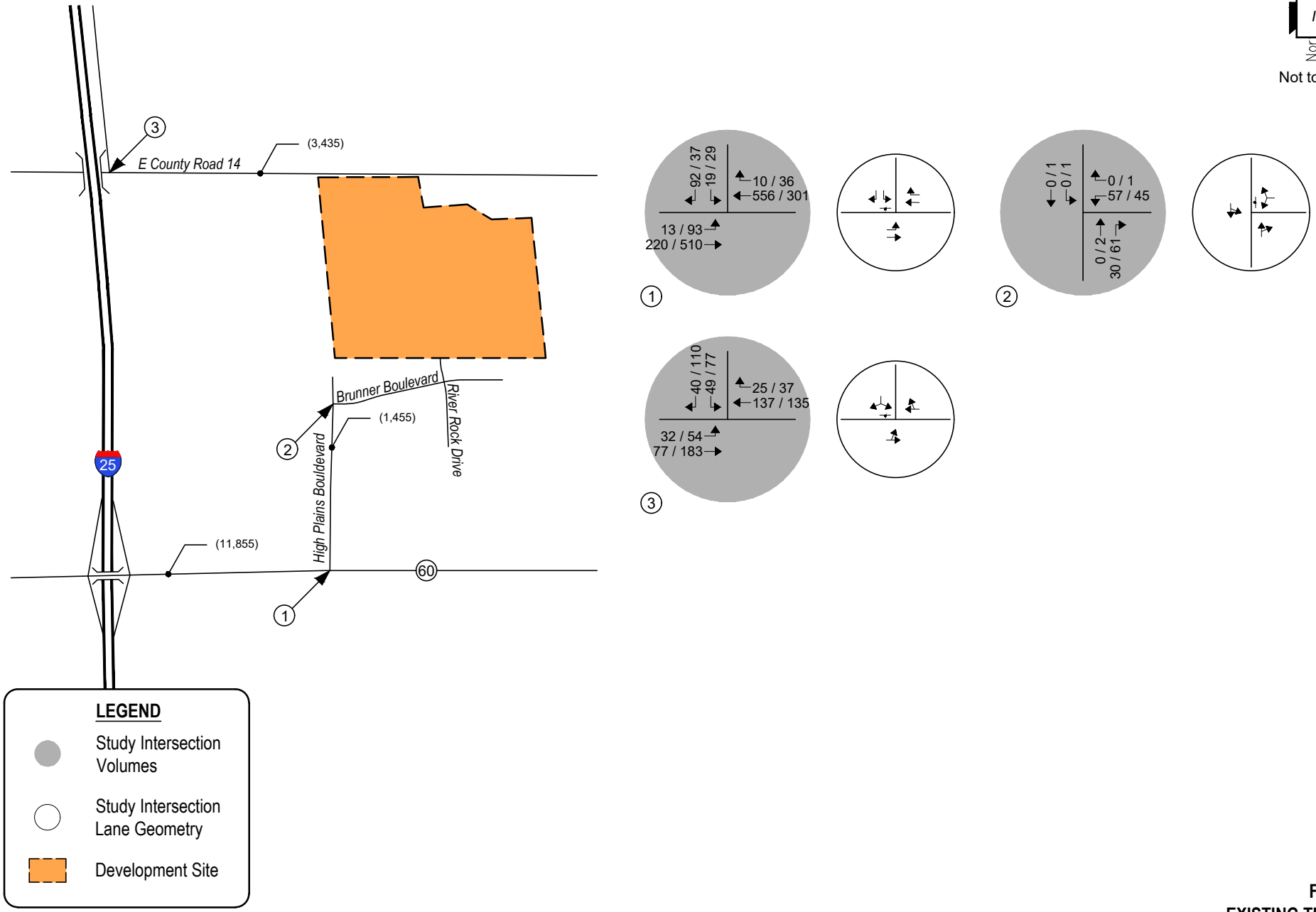


Figure 3
EXISTING TRAFFIC
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

Peak Hour Intersection Levels of Service – Existing Traffic

The Signalized and Unsignalized Intersection Analysis techniques, as published in the Highway Capacity Manual (HCM), 6th Edition, by the Transportation Research Board and as incorporated into the SYNCHRO computer program, were used to analyze the study intersections for existing and future traffic conditions. These nationally accepted techniques allow for the determination of intersection level of service (LOS) based on the congestion and delay of each traffic movement.

Level of service is a method of measurement used by transportation professionals to quantify a driver's perception of travel conditions that include travel time, number of stops, and total amount of stopped delay experienced on a roadway network. The HCM categorizes level of service into a range from "A" which indicates little, if any, vehicle delay, to "F" which indicates a level of operation considered unacceptable to most drivers. These levels of service grades with brief descriptions of the operating condition, for unsignalized and signalized intersections, are included for reference in Appendix B and have been used throughout this study.

The level of service analyses results for existing conditions are summarized in Table 1.

Intersection capacity worksheets developed for this study are provided in Appendix C.

Table 1 – Intersection Capacity Analysis Summary – Existing Traffic

INTERSECTION	LEVEL OF SERVICE	
LANE GROUPS	AM PEAK HOUR	PM PEAK HOUR
SH 60 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	A	A
Southbound Left	C	C
Sounthbound Right	B	B
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	A	A
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left and Through	A	A
Southbound Left and Right	B	B

Key: Stop-Controlled Intersection: Level of Service

Existing Traffic Analysis Results

Under existing conditions, operational analysis shows that the unsignalized intersection of State Highway 60 with High Plains Boulevard has turning movement operations at or better than LOS C during both the morning and afternoon peak traffic hours.

The unsignalized intersection of High Plains Boulevard with Brunner Boulevard has turning movement operations at LOS A during both the morning and afternoon peak traffic hours.

The unsignalized intersection of E County Road 14 with I-25 Frontage Road has turning movement operations at LOS B or better during both the morning and afternoon peak traffic hours.

III. Future Traffic Conditions Without Proposed Development

Background traffic is the traffic projected to be on area roadways without consideration of the proposed development. Background traffic includes traffic generated by development of vacant parcels in the area.

To account for projected increases in background traffic for Years 2024 and 2042, a compounded annual growth rate was determined using historical traffic data provided by CDOT's Online Transportation Information System (OTIS) along the adjacent segment of State Highway 60, which anticipates a 20-year growth rate of approximately two percent. Therefore, a growth rate of two percent was applied to existing traffic volumes. This annual growth rate provides for a conservative analysis and is assumed to account for regional growth projections and the level of in-fill development expected within the area.

To account for projected traffic from adjacent developments not yet built, trip generations from the Revere at Johnstown, Filing No. 1 traffic study[1] were added to background traffic volumes. It is noted that additional development to the west and north of the proposed development site is anticipated pursuant to conceptual land use plans referred to as Great Plains Village. However, given the conceptual nature of this area, no specific traffic analyses are currently available. Therefore, future traffic volumes associated with this additional development is assumed to be accounted for within the applied two percent annual growth rate.

Pursuant to the area roadway improvements discussed in Section I, Year 2024 background traffic conditions assume the extension of High Plains Boulevard north to E County Road 14 as part of the adjacent Revere development including site access along this extension located opposite proposed site Access A (referred to as Access Drive). Year 2042 assumes no additional roadway improvements to accommodate regional transportation demands. This assumption provides for a conservative analysis.

Background Traffic Signal Warrant

A signal warrant analysis, using Year 2024 and 2042 background traffic volumes, was conducted for the State Highway 60 intersection with High Plains Boulevard in order to review potential for traffic signal control. Year 2024 Analysis results conclude that the study intersection was found to be above the minimum vehicle volumes required to meet Warrant 3 – Peak Hour, from the Manual on Uniform Traffic Control Devices (MUTCD), for the installation of a traffic signal. It is noted however that warrants performed in the previous traffic study for adjacent development did not anticipate signalization by Year 2024. As such, the State Highway 60 and High Plains Boulevard intersection analysis remained a stop-controlled condition for Year 2024 but is assumed to be signalized by Year 2042. Warrant study worksheets are provided for reference in Appendix D.

[1] Revere at Johnstown, Filing No. 1 Transportation Impact Study, Delich Associates, September 2020.

Warrant 3 is intended for use at locations where traffic conditions are such that for a minimum of one hour on an average day, the minor-street (High Plains Boulevard) traffic suffers undue delay when entering or crossing the major street (State Highway 60). This assumption provides for a conservative analysis. Said study intersection should be monitored further by CDOT and County Staff as area development occurs to determine when signalization installation is appropriate.

Projected background traffic volumes and intersection geometry for Years 2024 and 2042 are shown on Figure 4 and Figure 5, respectively.

Not to Scale

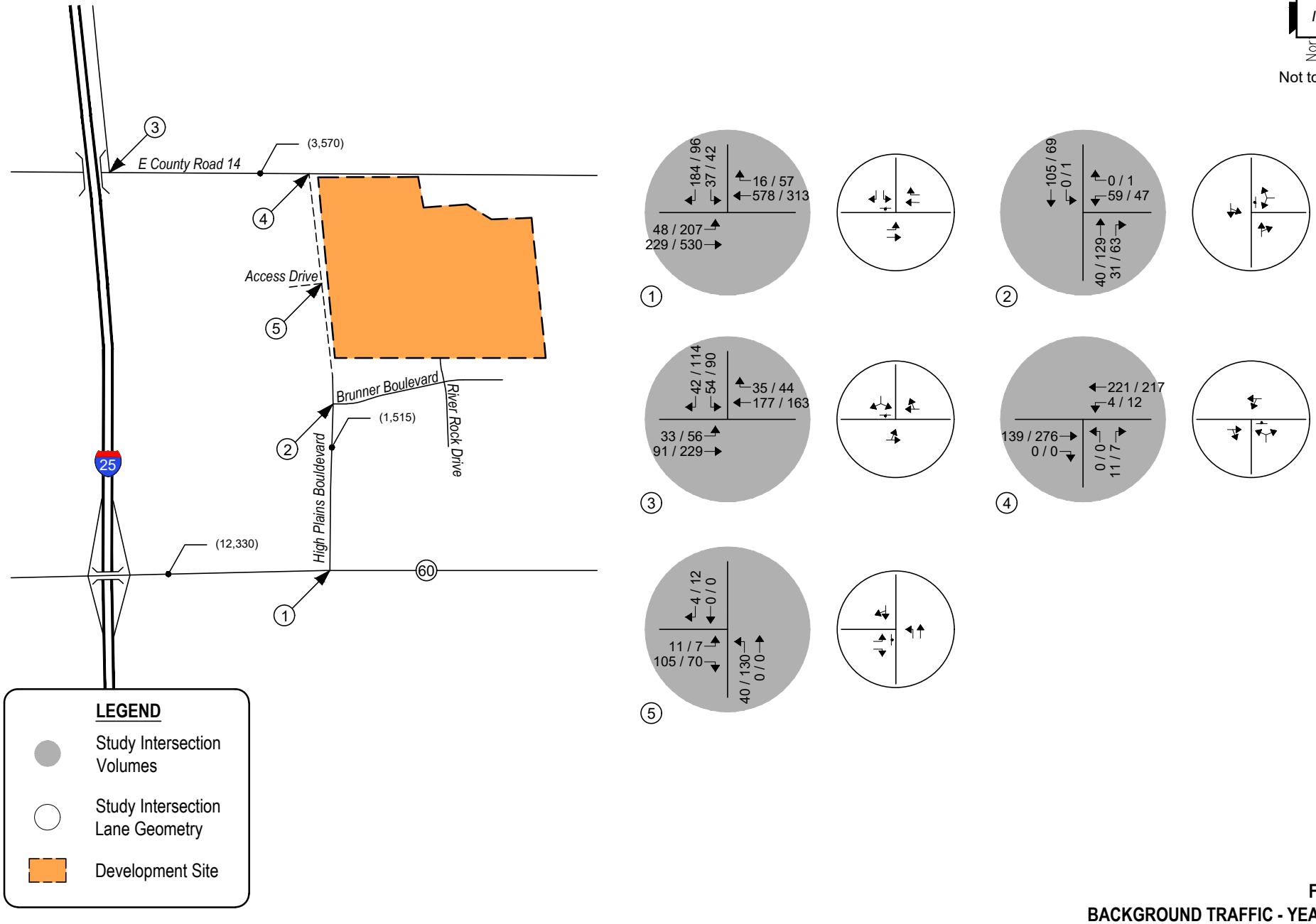
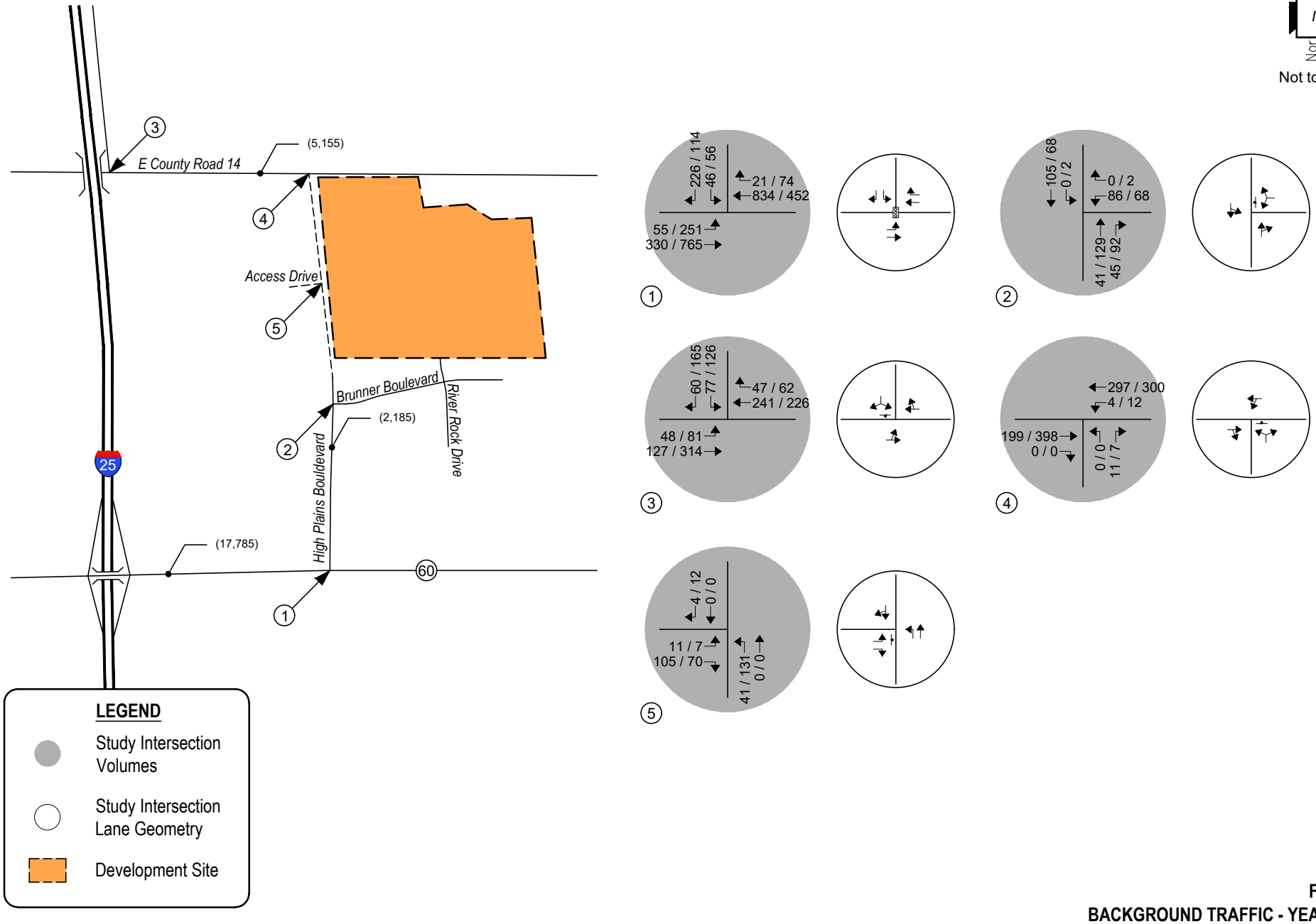


Figure 4
BACKGROUND TRAFFIC - YEAR 2024
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

Not to Scale



LEGEND

- Study Intersection Volumes
- Study Intersection Lane Geometry
- Development Site

Figure 5
BACKGROUND TRAFFIC - YEAR 2042
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

Peak Hour Intersection Levels of Service – Background Traffic

As with existing traffic conditions, the operations of study intersections were analyzed under background conditions, without the proposed development, using the SYNCHRO computer program.

Background traffic level of service analysis results for Year 2024 are listed in Table 2. Year 2042 operational results are summarized in Table 3.

Definitions of levels of service are given in Appendix B. Intersection capacity worksheets are provided in Appendix C.

Table 2 – Intersection Capacity Analysis Summary – Background Traffic – Year 2024

INTERSECTION	LEVEL OF SERVICE	
LANE GROUPS	AM PEAK HOUR	PM PEAK HOUR
SH 60 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	A	A
Southbound Left	C	E
Sounthbound Right	C	B
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	A	B
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left and Through	A	A
Southbound Left and Right	B	B
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	A	A
High Plains Boulevard / Access Drive (Stop-Controlled)		
Eastbound Left	A	B
Eastbound Right	A	A
Northbound Left	A	A

Key: Stop-Controlled Intersection: Level of Service

Background Traffic Analysis Results – Year 2024

Year 2024 background traffic analysis indicates that the unsignalized intersection of State Highway 60 with High Plains Boulevard has turning movement operations at or better than LOS C during the AM peak traffic hour and LOS B or better during the PM peak traffic hour. Exceptions would include the southbound left turning movement which operates at LOS E during the PM peak traffic hour. The LOS E operation is attributed to the high through traffic volumes along State Highway 60 and the stop-controlled nature of the intersection.

The unsignalized intersection of High Plains Boulevard with Brunner Boulevard has turning movement operations at LOS A during the AM peak traffic hour and LOS B or better during the PM peak traffic hour.

The unsignalized intersection of E County Road 14 with I-25 Frontage Road has turning movement operations at or better than LOS B during both the AM and PM peak traffic hours.

The unsignalized intersection of E County Road 14 with High Plains Boulevard has turning movement operations at LOS A during both the AM and PM peak traffic hours.

The unsignalized intersection of High Plains Boulevard with Access Drive has turning movement operations at LOS A during the AM peak traffic hour and LOS B or better during the PM peak traffic hour.

Table 3 – Intersection Capacity Analysis Summary – Background Traffic – Year 2042

INTERSECTION	LEVEL OF SERVICE	
LANE GROUPS	AM PEAK HOUR	PM PEAK HOUR
SH 60 / High Plains Boulevard (Signalized)	B (13.1)	A (8.1)
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	B	B
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left and Through	A	A
Southbound Left and Right	B	D
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	A	B
High Plains Boulevard / Access Drive (Stop-Controlled)		
Eastbound Left	A	B
Eastbound Right	A	A
Northbound Left	A	A

Key: Signalized Intersection: Level of Service (Control Delay in sec/veh)
Stop-Controlled Intersection: Level of Service

Background Traffic Analysis Results – Year 2042

By Year 2042 and without the proposed development, the study intersection of State Highway 60 with High Plains Boulevard experiences LOS B operations during the AM peak traffic hour and LOS A operations during the PM peak traffic hour.

The study intersection of High Plains Boulevard with Brunner Boulevard experiences LOS B or better operations during both the AM and PM peak traffic hours.

The study intersection of E County Road 14 with I-25 Frontage Road experiences LOS B or better operations during the AM peak traffic hour and LOS D or better operations during the PM peak traffic hour.

The study intersection of E County Road 14 with High Plains Boulevard experiences LOS A operations during the AM peak traffic hour and LOS B or better operations during the PM peak traffic hour.

The study intersection of High Plains Boulevard with Access Drive experiences LOS A operations during the AM peak traffic hour and LOS B or better operations during the PM peak traffic hour.

IV. Proposed Project Traffic

Trip Generation

Standard traffic generation characteristics compiled by the Institute of Transportation Engineers (ITE) in their report entitled Trip Generation Manual, 11th Edition, were applied to the proposed land use in order to estimate average daily traffic (ADT), AM Peak Hour, and PM Peak Hour vehicle trips. A vehicle trip is defined as a one-way vehicle movement from a point of origin to a point of destination.

The ITE land use codes 210 (Single-Family Detached Housing) and 220 (Multifamily Housing (Low-Rise)) were used for estimating trip generation because of their best fit to the proposed land use descriptions.

Trip generation rates used in this study are presented in Table 4.

Table 4 – Trip Generation Rates

			TRIP GENERATION RATES						
ITE			24	AM PEAK HOUR			PM PEAK HOUR		
CODE	LAND USE	UNIT	HOUR	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
210	Single-Family Detached Housing	DU	9.43	0.18	0.52	0.70	0.59	0.35	0.94
220	Multifamily Housing (Low-Rise)	DU	6.74	0.10	0.30	0.40	0.32	0.19	0.51

Key: DU = Dwelling Units.

Table 5 illustrates projected ADT, AM Peak Hour, and PM Peak Hour traffic volumes likely generated by the proposed development upon build-out.

Table 5 – Trip Generation Summary

			TOTAL TRIPS GENERATED						
ITE			24	AM PEAK HOUR			PM PEAK HOUR		
CODE	LAND USE	SIZE	HOUR	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
210	Single-Family Detached Housing	401 DU	3,781	73	208	281	237	139	377
220	Multifamily Housing (Low-Rise)	226 DU	1,523	22	69	90	73	43	115
		Total:	*5,305*	*95*	*276*	*371*	*310*	*182*	*492*

Key: DU = Dwelling Units.
Note: All data and calculations above are subject to being rounded to nearest value.

Upon build-out, Table 5 illustrates that the proposed development has the potential to generate approximately 5,305 daily vehicle trips with 371 of those occurring during the morning peak hour and 492 during the afternoon peak hour.

Adjustments to Trip Generation Rates

A development of this type is not likely to attract trips from within area land uses nor pass-by or diverted link trips from the adjacent roadway system, therefore no trip reduction was taken in this analysis.

Trip Distribution

The overall directional distribution of site-generated traffic was determined based on the location of development site within the County, proposed and existing area land uses, allowed turning movements, available roadway network, and in reference to distribution patterns assumed in the previously prepared traffic study for the adjacent development.

Overall trip distribution patterns for the development are shown on Figure 6.

Trip Assignment

Traffic assignment is how generated and distributed vehicle trips are expected to be loaded onto the available roadway network.

Applying trip distribution patterns to site-generated traffic provides the overall site-generated trip assignments shown on Figure 6.

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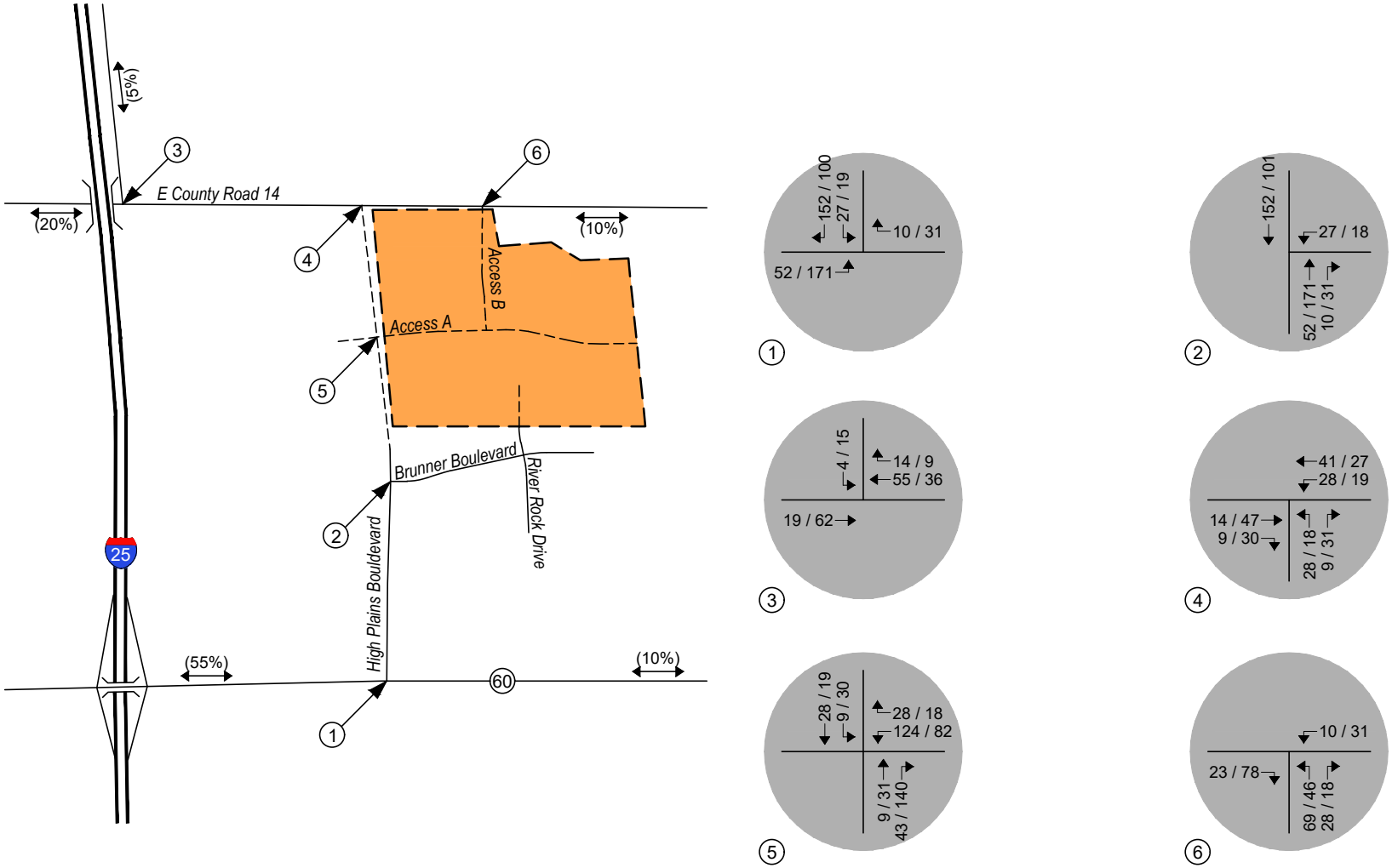

LEGEND

Study Intersection Volumes

Development Site

Figure 6
SITE DEVELOPMENT DISTRIBUTION
(%) : Overall
SITE-GENERATED
AM / PM Peak Hour

V. Future Traffic Conditions With Proposed Developments

Total traffic is the traffic projected to be on area roadways with consideration of the proposed development. Total traffic includes background traffic projections for Years 2024 and 2042 with consideration of site-generated traffic. For analysis purposes, it was assumed that development construction would be completed by end of Year 2024.

Pursuant to area roadway improvement discussions provided in Section III, Year 2024 and Year 2042 total traffic conditions assume no additional roadway improvements to accommodate regional transportation demands. Roadway improvements associated with site development are expected to be limited to site access and frontage as required by the governing agency.

As previously discussed in Section III, Year 2024 and Year 2042 background traffic conditions indicate that the State Highway 60 and High Plains Boulevard intersection was found to be above the minimum vehicle volumes required to meet Warrant 3 – Peak Hour, from the MUTCD, for the installation of a traffic signal. To be consistent with background traffic assumptions, it is expected that signalization will have occurred after Year 2024. As such, the intersection was analyzed under a stop-controlled condition for Year 2024 and with traffic signal control by Year 2042.

Projected Year 2024 total traffic volumes and intersection geometry are shown in Figure 7.

Figure 8 shows projected total traffic volumes and intersection geometry for Year 2042.

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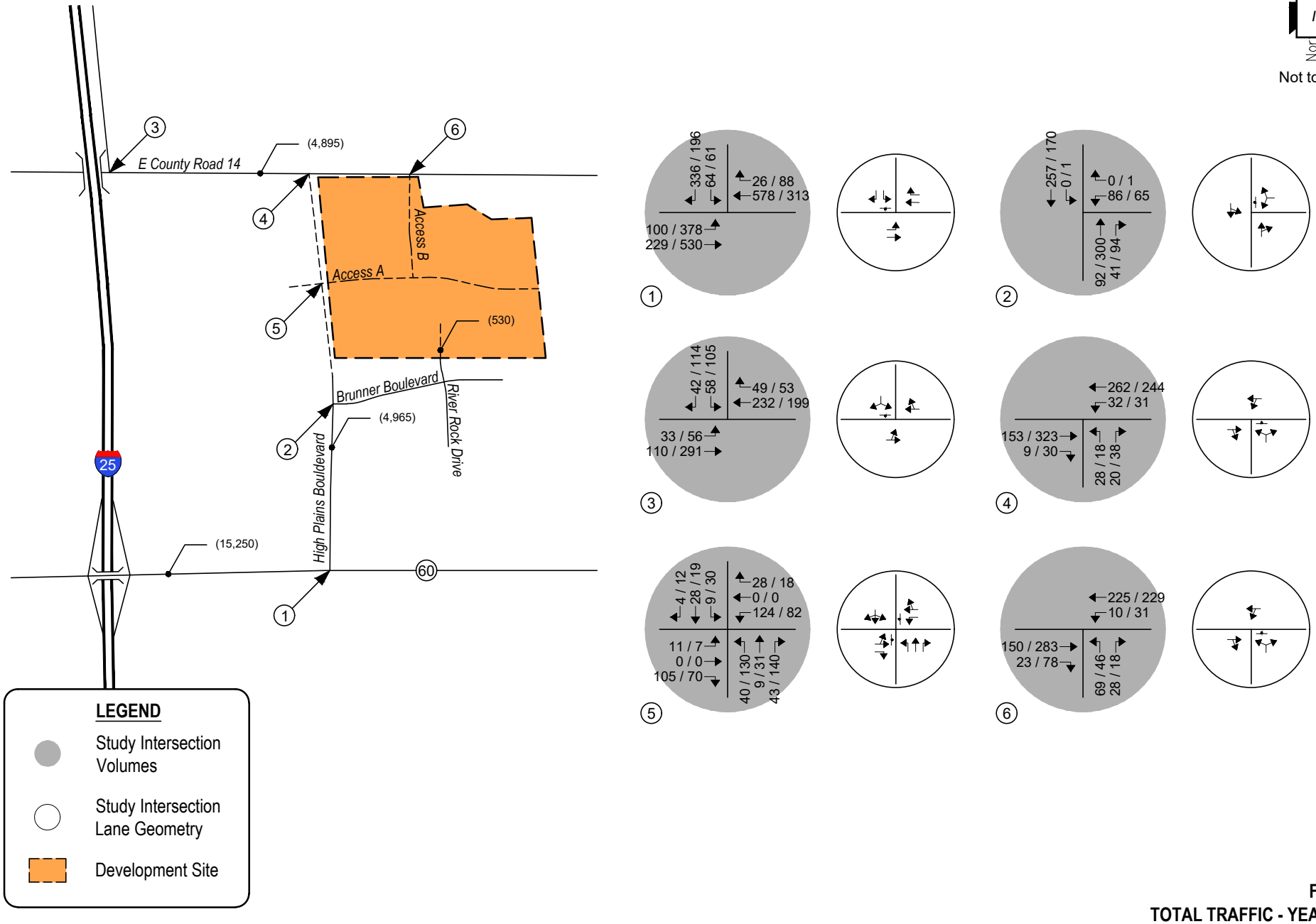
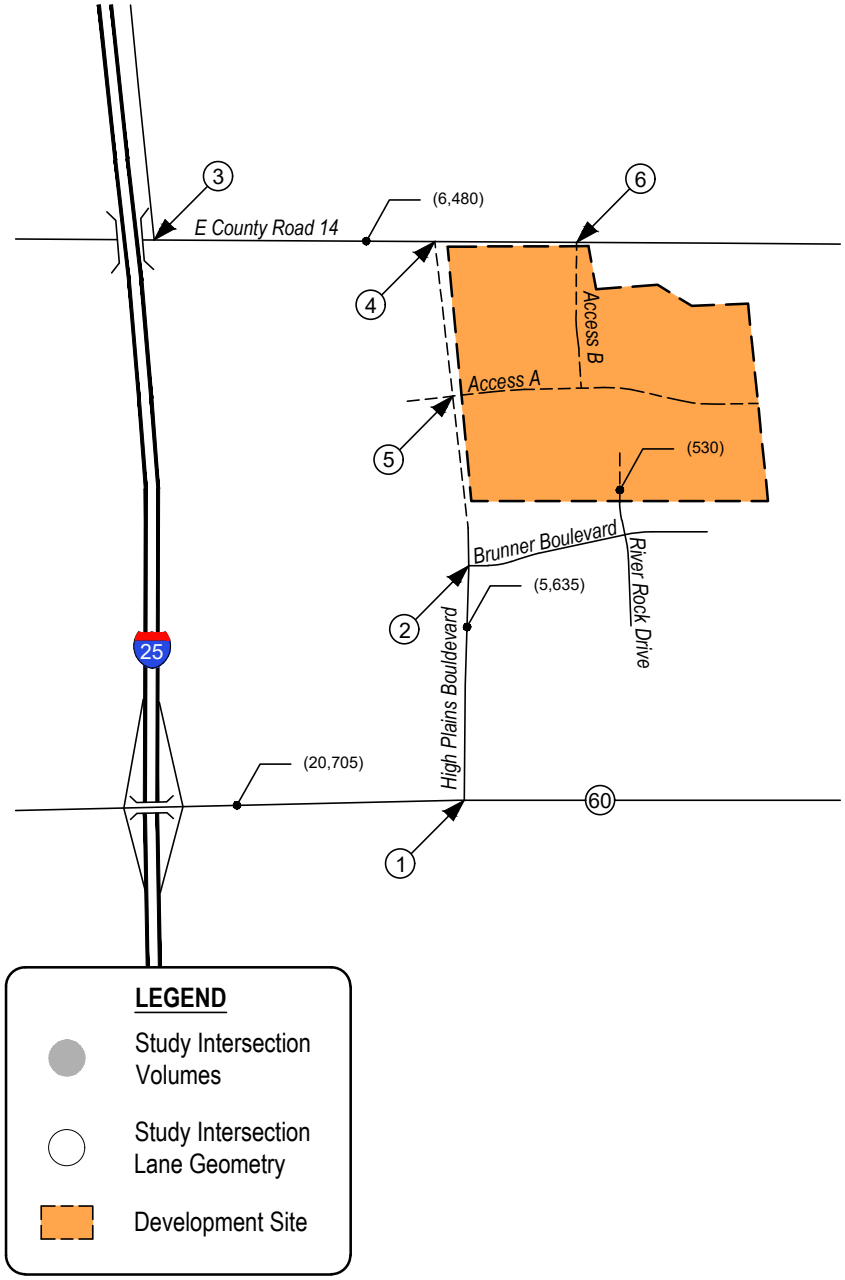


Figure 7
TOTAL TRAFFIC - YEAR 2024
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

Not to Scale



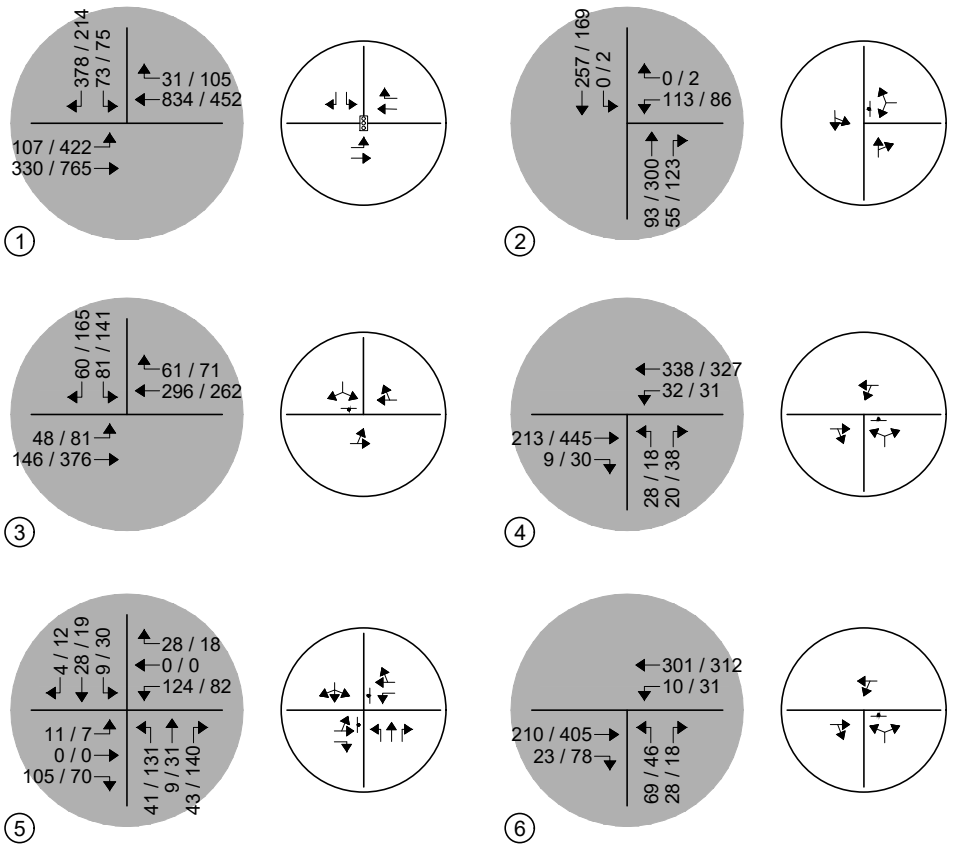


Figure 8
TOTAL TRAFFIC - YEAR 2042
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

VI. Project Impacts

The analyses and procedures described in this study were performed in accordance with the latest HCM and are based upon the worst-case conditions that occur during a typical weekday upon build-out of site development and analyzed land uses. Therefore, study intersections are likely to operate with traffic conditions better than those described within this study, which represent the peak hours of weekday operations only.

Peak Hour Intersection Levels of Service – Total Traffic

As with background traffic, the operations of the study intersections were analyzed under projected total traffic conditions using the SYNCHRO computer program. Total traffic level of service analysis results for Years 2024 and 2042 are summarized in Table 6 and Table 7, respectively.

Definitions of levels of service are given in Appendix B. Intersection capacity worksheets are provided in Appendix C.

Table 6 – Intersection Capacity Analysis Summary – Total Traffic – Year 2024

INTERSECTION	LEVEL OF SERVICE	
LANE GROUPS	AM PEAK HOUR	PM PEAK HOUR
SH 60 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	A	B
Southbound Left	D	F
Sounthbound Right	D	B
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	B	B
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left and Through	A	A
Southbound Left and Right	B	C
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	B	B
High Plains Boulevard / Access A (Stop-Controlled)		
Eastbound Left and Through	B	B
Eastbound Right	A	A
Westbound Left and Through	B	C
Westbound Right	A	A
Northbound Left	A	A
Southbound Left, Through and Right	A	A
E County Road 14 / Access B (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	B	B

Key: Stop-Controlled Intersection: Level of Service

Table 7 – Intersection Capacity Analysis Summary – Total Traffic – Year 2042

INTERSECTION LANE GROUPS	LEVEL OF SERVICE	
	AM PEAK HOUR	PM PEAK HOUR
SH 60 / High Plains Boulevard (Signalized)	C (23.3)	B (10.1)
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	B	B
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left and Through	A	A
Southbound Left and Right	C	E
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	B	B
High Plains Boulevard / Access A (Stop-Controlled)		
Eastbound Left and Through	B	B
Eastbound Right	A	A
Westbound Left and Through	B	C
Westbound Right	A	A
Northbound Left	A	A
Southbound Left, Through and Right	A	A
E County Road 14 / Access B (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	B	C

Key: Signalized Intersection: Level of Service (Control Delay in sec/veh)
Stop-Controlled Intersection: Level of Service

Total Traffic Analysis Results Upon Development Build-Out

Table 7 illustrates how, by Year 2042 and upon development build-out, the signalized intersection of State Highway 60 with High Plains Boulevard shows an overall LOS C operation during the morning peak traffic hour and LOS B operation during the afternoon peak traffic hour. Compared to the background traffic analysis, the traffic generated by the proposed development is not expected to significantly change the operations of the study intersection.

The stop-controlled intersection of High Plains Boulevard with Brunner Boulevard is projected to have turning movement operations at LOS B or better for both the morning and afternoon peak traffic hours.

The stop-controlled intersection of E County Road 14 with I-25 Frontage Road is projected to have turning movement operations at LOS C or better for the morning peak traffic hour and LOS A for the afternoon peak traffic hour. Exceptions would include the southbound turning movements and which operate at LOS E during the PM peak traffic hour. The LOS E operations are attributed to the high through traffic volumes along E County Road 14 and the stop-controlled nature of the intersection.

It is to be noted that it is not uncommon for unsignalized movements to or from an arterial roadway, in urban areas, to operate with noticeable delays during peak traffic hours. It is recommended that CDOT and County Staff continue to monitor the E County Road 14 and I-25 Frontage Road intersection as area development occurs to determine when mitigation measures may be most appropriate.

The stop-controlled intersection of E County Road 14 with High Plains Boulevard is projected to have turning movement operations at LOS B or better for both the morning and afternoon peak traffic hours.

The stop-controlled intersection of High Plains Boulevard with Access A is projected to have turning movement operations at LOS B or better for the morning peak traffic hour and LOS C or better for the afternoon peak traffic hour.

The stop-controlled intersection of E County Road 14 with Access B is projected to have turning movement operations at LOS B or better for the morning peak traffic hour and LOS C or better for the afternoon peak traffic hour.

These intersection operations are similar to background conditions.

As discussed in Section I, it is noted that proposed internal site access to the existing adjacent subdivision via River Rock Drive is anticipated to provide operations comparable to or better than the adjacent study intersections. Due to the acceptable operations shown at the intersection of High Plains Boulevard with Brunner Boulevard, no significant impacts to intersections along Brunner Boulevard or River Rock Drive are anticipated. Furthermore, projected average daily traffic volumes at the River Rock Drive access, as shown on Figures 7 and 8, are estimated to be approximately ten percent of total daily traffic volumes generated by the development and are considered to be minor.

Auxiliary Lane Analysis

Auxiliary lanes for site development accesses are to be based on County's Engineering and Construction Criteria (Criteria)[2], and CDOT's State Highway Access Code (SHAC)[3].

Considering development build-out, an evaluation of auxiliary lane requirements, pursuant to Section 8.7, Table 8-4 of the County's Criteria, as well as section 3.10 of the CDOT SHAC, reveals that left turn and right-turn deceleration lanes at Access A along High Plains Boulevard and Access B along E County Road 14 are required since the development's projected peak hour left turn and right turn ingress volumes exceed the County's thresholds of 10 and 25 vehicles per hour, respectively.

[2] Weld County Engineering and Construction Criteria, Atkins, January 2021.
[3] State Highway Access Code, State of Colorado, March 2002.

VII. Conclusion

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled High Plains Estates. This proposed development consists of a residential subdivision including a mix of single-family and multifamily housing. The development is located on the south side of E County Road 14 and west of High Plains Boulevard in Weld County, Colorado.

The study area examined in this analysis encompassed High Plains Boulevard between E County Road 14 and State Highway 60, and proposed site access drives.

Analysis was conducted for critical AM Peak Hour and PM Peak Hour traffic operations for existing traffic conditions, Year 2024 and Year 2042 background traffic conditions, and Year 2024 and Year 2042 total traffic conditions.

Under existing conditions, operational analysis shows that the unsignalized study intersections generally experience turning movement operations at or better than LOS C during both the morning and afternoon peak traffic hours.

Year 2024 background traffic analysis indicates that the unsignalized intersection of State Highway 60 with High Plains Boulevard has turning movement operations at or better than LOS C during the AM peak traffic hour and LOS B or better during the PM peak traffic hour. Exceptions would include the southbound left turning movement which operates at LOS E during the PM peak traffic hour. The LOS E operation is attributed to the high through traffic volumes along State Highway 60 and the stop-controlled nature of the intersection. The remaining unsignalized intersections have turning movement operations at or better than LOS B during either peak traffic hour.

By Year 2042 and without the proposed development, the signalized intersection of State Highway 60 with High Plains Boulevard experiences LOS B operations during the AM peak traffic hour and LOS A operations during the PM peak traffic hour. Stop-controlled study intersections experience LOS B or better operations during the AM peak traffic hour and LOS D or better during the PM peak traffic hour.

Analysis of future traffic conditions indicates that the addition of site-generated traffic is expected to create no negative impact to traffic operations for the existing and surrounding roadway system upon consideration of the various roadway and intersection control improvements assumed within this analysis. With all conservative assumptions defined in this analysis, the study intersections are projected to operate at future levels of service comparable to Year 2042 background traffic conditions. Proposed site accesses have long-term operations at LOS C or better during peak traffic periods and upon build-out.

Town of Johnstown

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

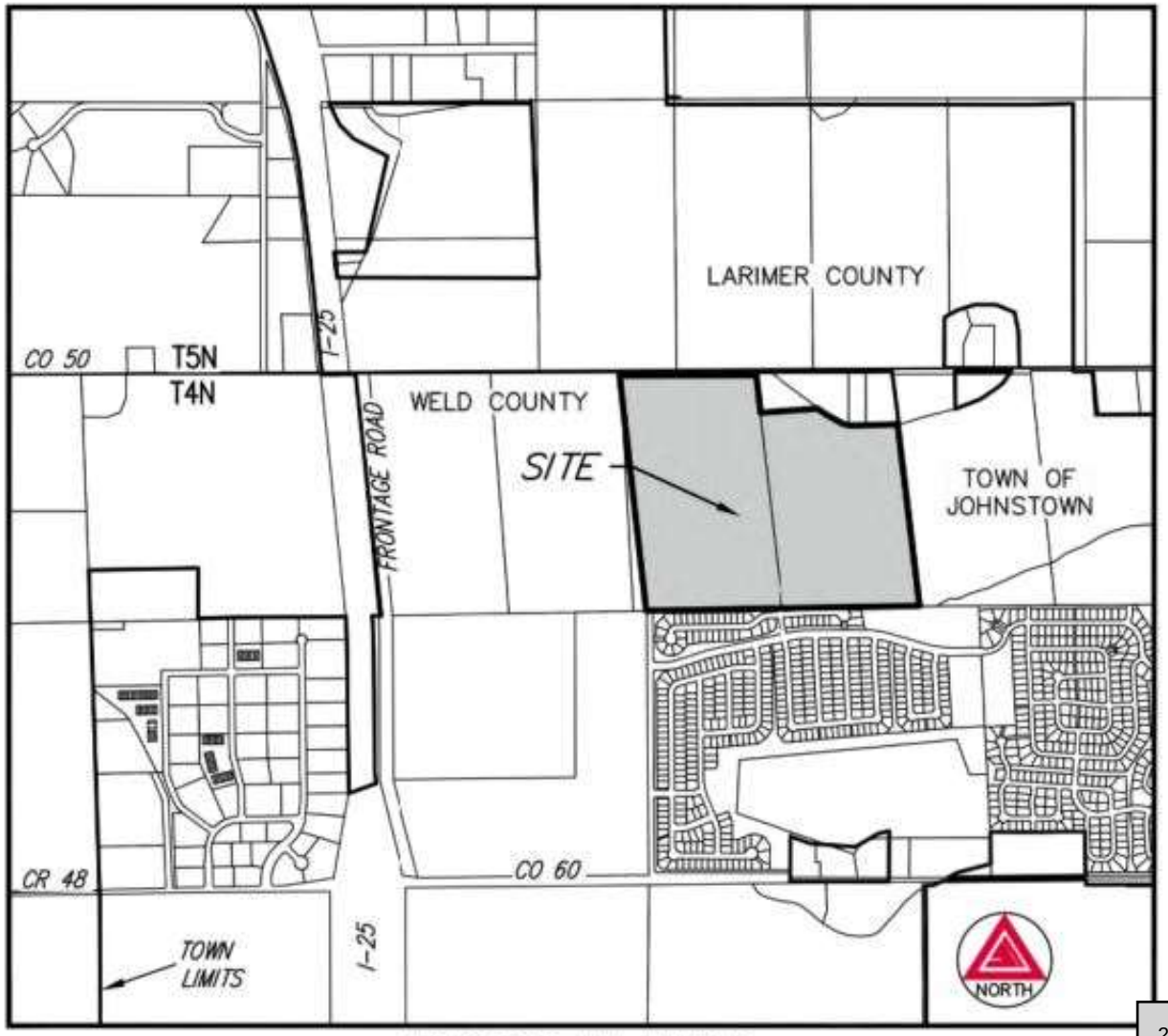
Outline Development Plan (ZON22-0009)

Ordinance 2023-241

Town Council - February 6, 2023

PROPERTY BACKGROUND

- 2004 Klein 125:
  - Annexation
  - Zoned PUD-R (Residential)
  - Klein 125 ODP – Residential uses 3-12 units/acres
- Approx 124 Acres, with Right of Way



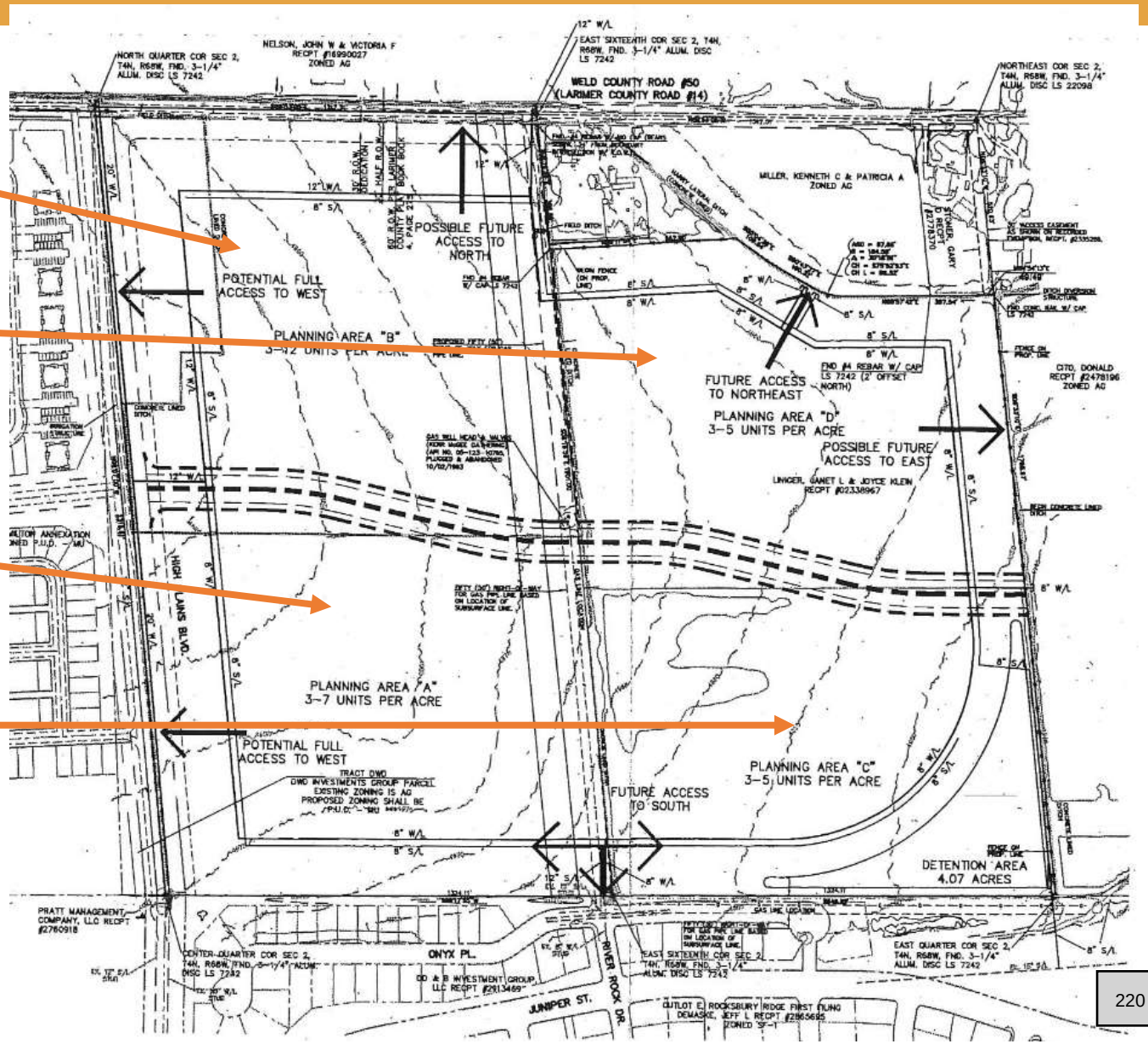
VICINITY MAP

PROJECT OVERVIEW

- Proposed 725 max. Dwelling Units from 3-12 Units/Ac.
  - Ave ~6 DU/Ac
- Hillsborough Ditch & Existing Rural Residences to Northeast
- Cito Trust Oil & Gas Site to the East
- Rocksbury Ridge Single Family homes to the South
- Street connectivity via River Rock Drive.
- Comp Plan shows area for Medium & Low Density Residential
- Would supersede prior Klein 125 ODP

KLEIN 125 ODP

- 3-12 DU/Ac
- 3-5 DU/Ac
- 3-7 DU/Ac
- 3-5 DU/Ac



HIGH PLAINS ESTATES ODP

- 3-12 DU/Ac
- 3-5 DU/Ac
- 3-7 DU/Ac
- 3-5 DU/Ac

ILLUSTRATIVE CONCEPT PLAN

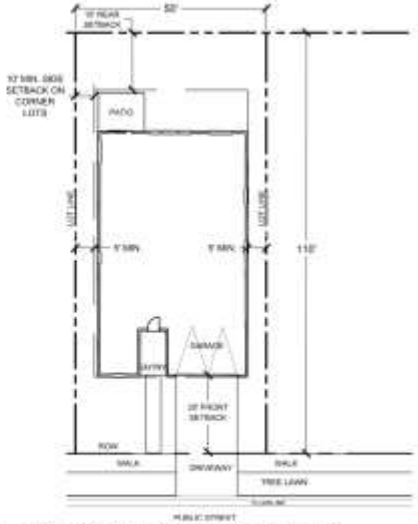
- 30-foot arterial buffers
- 30% Open Space & Parks
- Stormwater Facilities
- Street Connectivity
- Larger Lots (min 6500 SF) along South with buffer
- Setbacks from P&A well and Cito Trust O&G site

LOT SUMMARY

Planning Area	Acres	Density (Dwelling Units / Acre)	Maximum Units	Min Lot Sizes by Type
1	34.6	3 – 12	328	SFD: 3,000 SF Townhome: 800 SF Pairs/Courts: 3,600 SF
2	28.1	3 – 5	131	SFD: 4,000 SF SFD alley-loaded: 3,000 SF Pairs: 3,600 SF
3	30.2	3 – 7	172	SFD: 6,500 SF Pairs: 3,600 SF
4	28.5	3 – 5	94	SFD: 6,500 SF (southern boundary) / 5,500 SF Pairs: 3,600 SF
TOTAL	121.4	AVE 6 DU/Ac.	725	

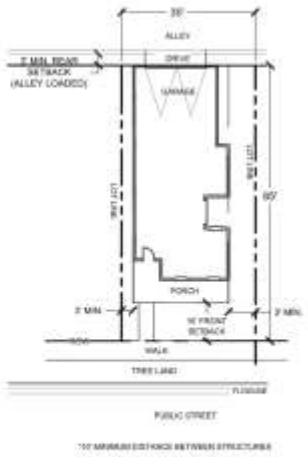
HOUSING UNIT CONFIGURATIONS

50' SINGLE FAMILY DETACHED
FRONT LOADED 60' LOT TYPE

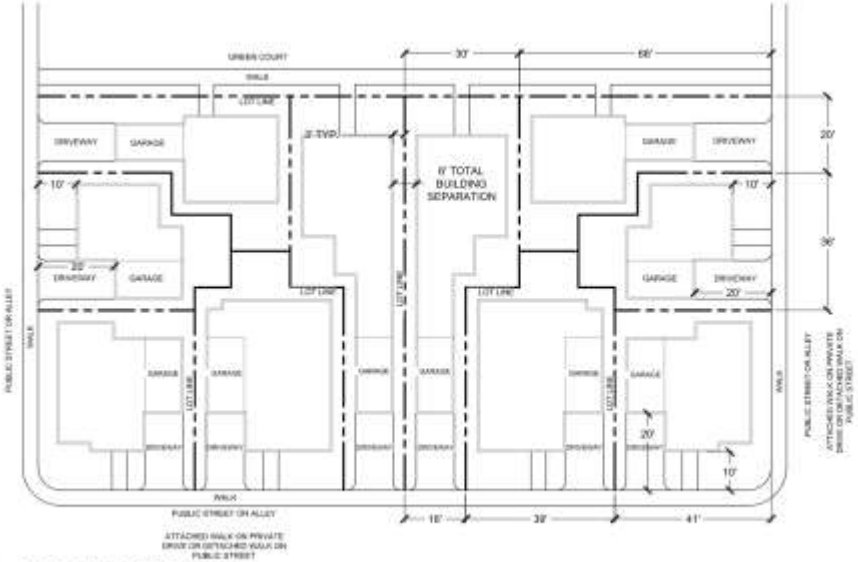


40' SINGLE FAMILY DETACHED
FRONT LOADED 50' LOT TYPE

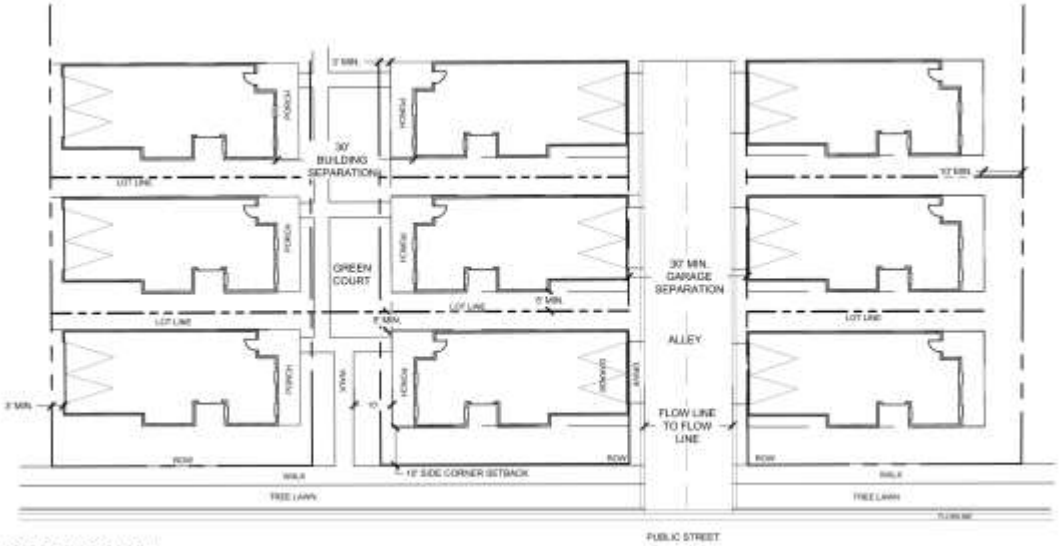
30' SINGLE FAMILY DETACHED
FRONT LOADED 40' LOT TYPE



SINGLE FAMILY DETACHED 'NOOK'
ALLEY LOADED 35' LOT TYPE



CLUSTER HOMES



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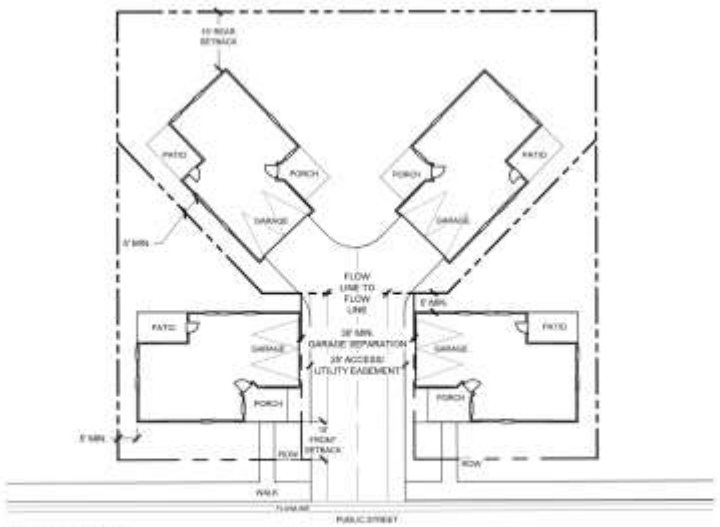
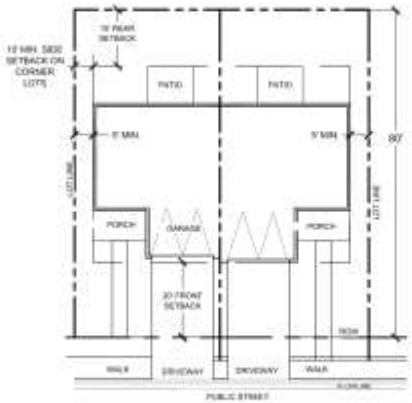
HOUSING UNIT CONFIGURATIONS

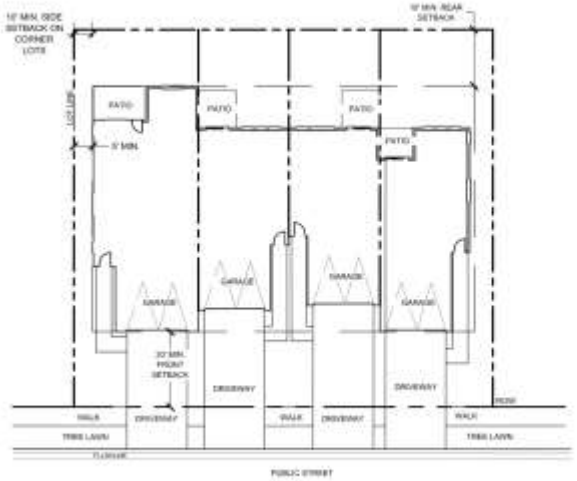


AUTO COURT

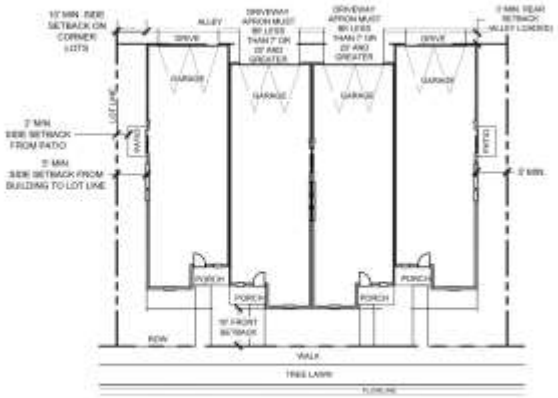


PAIRED HOME
FRONT LOADED

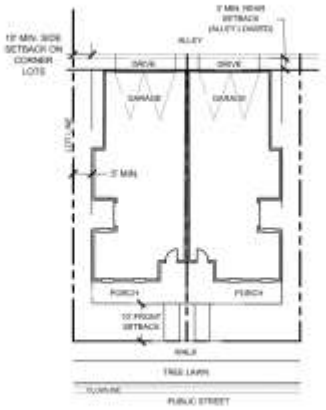
HIGH PLAINS ESTATES – PRELIMINARY LOT MIX					
Typical Lot Frontage	Lot Size	Home Type	Number of Dwelling units - Minimum	Number of Dwelling units - Maximum	Estimated Number of Dwelling Units
60-feet	6,000 SF and greater	SFD	50	120	94
50-feet	5,000 SF	SFD	70	120	107
40-feet	4,000 SF	SFD	80	150	131
35-feet	3,000 SF	SFD	50	150	121
25-feet- rear load 30-feeet front load	2,000 SF 2,400 SF	Pairs	NA	300	272
20-feet	1,320 SF	Cluster			
22-feet	1,760 SF	Townhomes			
Max Number of Dwelling Units					725



TOWNHOME- SINGLE FAMILY ATTACHED
FRONT LOADED FOUR PLEX



TOWNHOME- SINGLE FAMILY ATTACHED
ALLEY LOADED FOUR PLEX



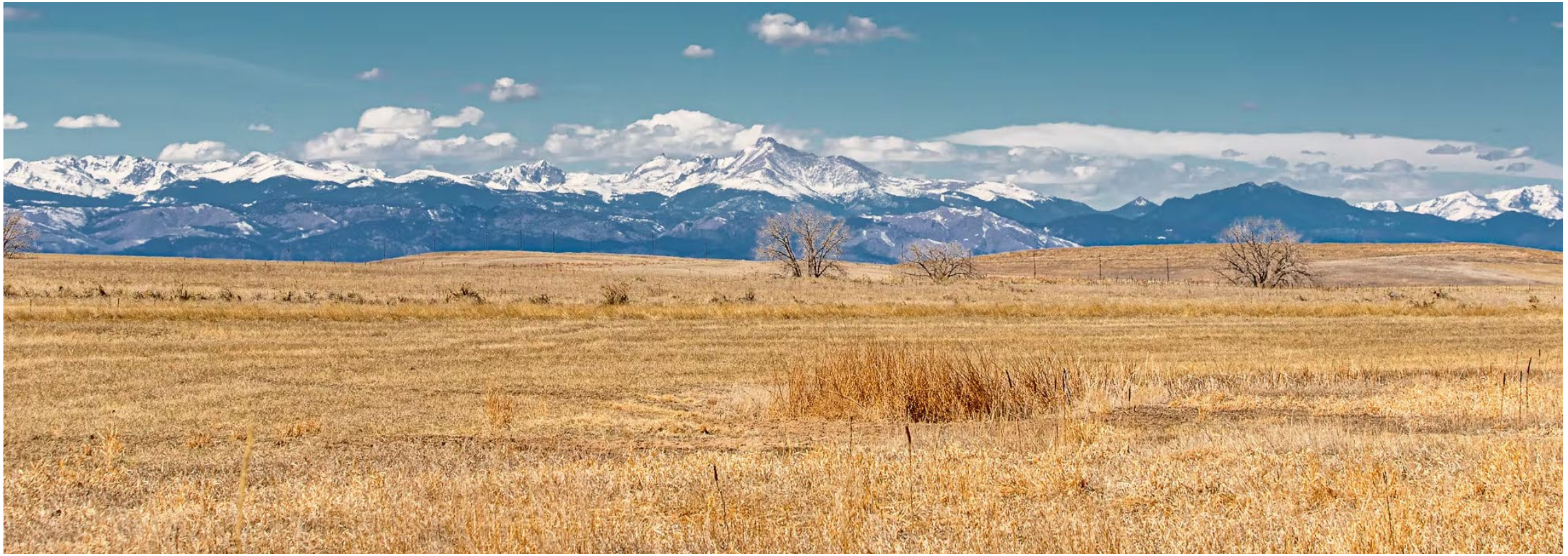
PAIRED HOME
ALLEY LOADED

ANALYSIS

- The proposed Outline Development Plan aligns with the Johnstown Area Comprehensive Plan.
- The High Plains Estates ODP is comparable in density and type of development to the current Klein 125 ODP, with additional diversity of housing and updated studies to support the proposed level of development.
- This proposed development would offer a logical extension of infrastructure and services.
- Revisions have been made to the ODP, per Staff and PZC conditions.

MEETINGS AND RECOMMENDATION

- Neighborhood meeting was held in October 2022.
- PZC held a hearing on January 25, 2023:
  - Increased traffic and speeding are ongoing issues on both arterials
  - Access location is a concern to adjoining neighbor
  - Significant compressor noise at the Cito Trust OG site noted
    - Applicant offered a noise study and mitigation options
  - Concerns with impacts to northern residences – view and proximity
  - Discussion of noted Contaminated Soil – mitigation and remediation
  - Neighbors are concerned with current and future drainage issues
- PZC recommends approval of ODP, with Revisions and future Noise Study



HIGH PLAINS ESTATES - TOWN COUNCIL HEARING

FEBRUARY 6TH, 2023

PROJECT TEAM

PROJECT DIRECTOR
Tim Buschar

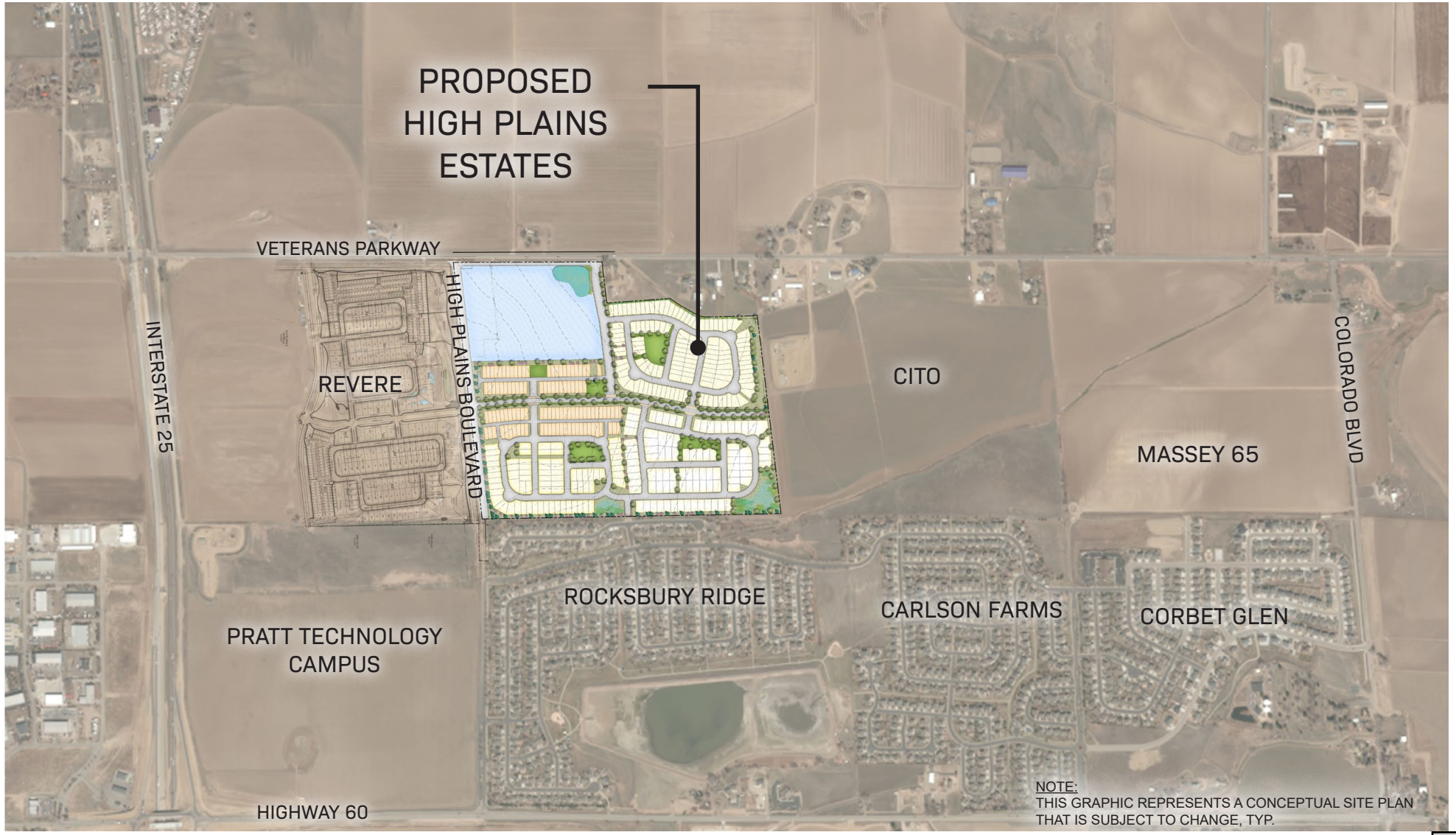
CIVIL ENGINEER
Kevin Lovelace, PE
Tess Hogan, PE

TRAFFIC ENGINEER
Stephen Simon, EIT
Fred Lantz, PE

PLANNER/ LANDSCAPE ARCHITECT
Karen Henry, PLA

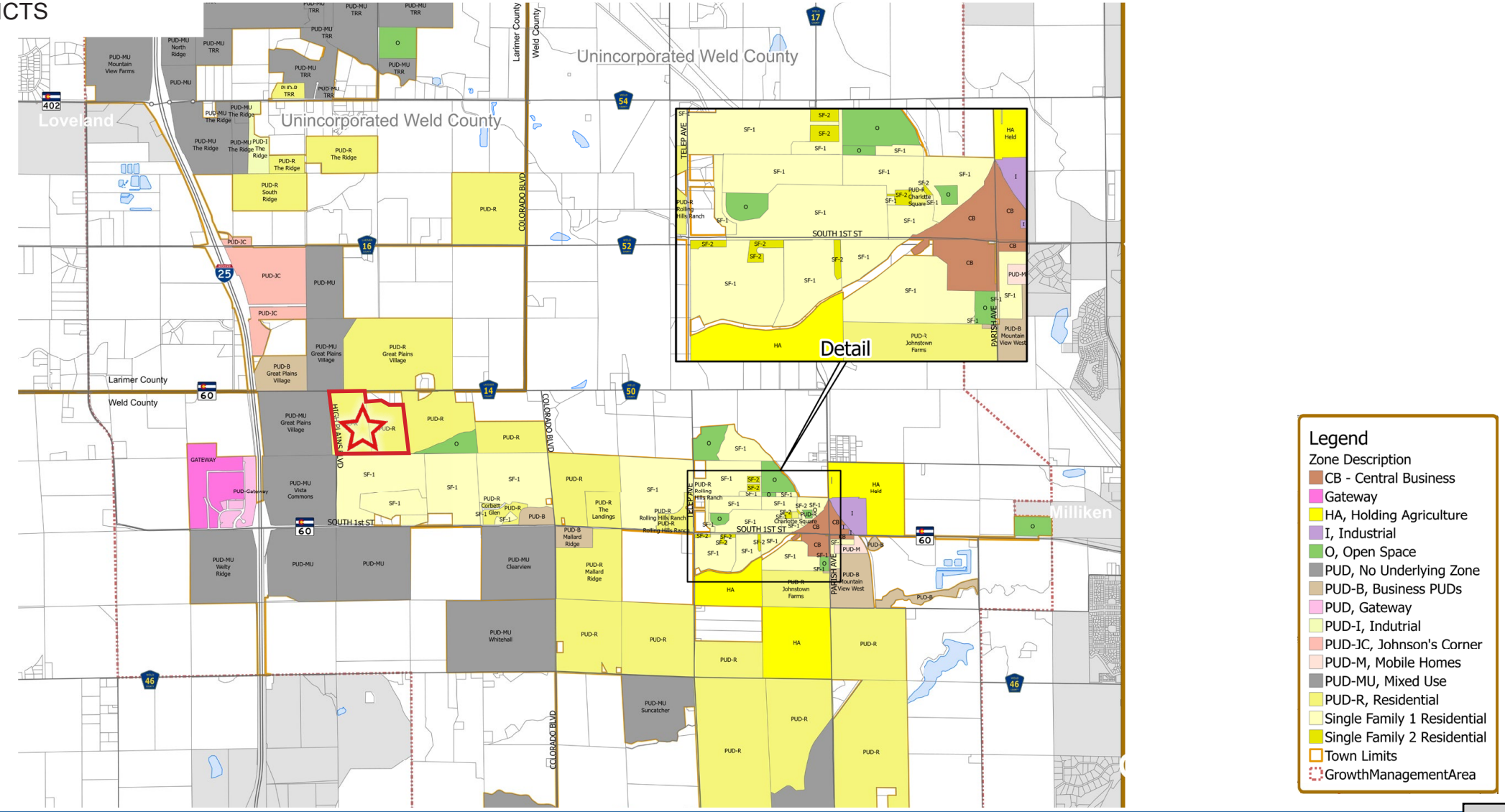
VICINITY MAP

CONTEXTUAL MAP



JOHNSTOWN COMPREHENSIVE PLAN

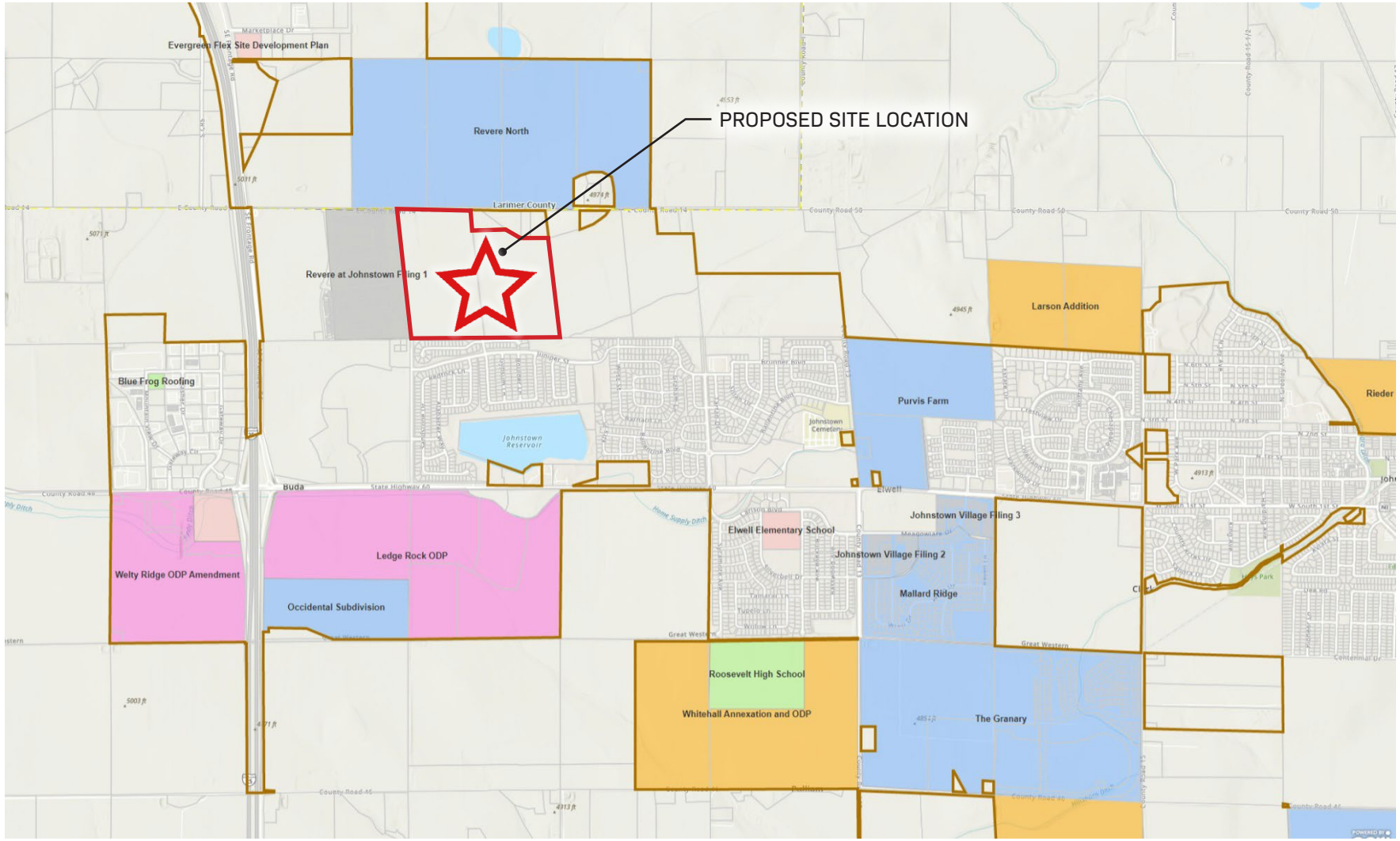
ZONING DISTRICTS



JOHNSTOWN SUBDIVISION MAP

SURROUNDING JOHNSTOWN DEVELOPMENTS

CURRENT DEVELOPMENT PROJECTS



LEGEND

Town Limits

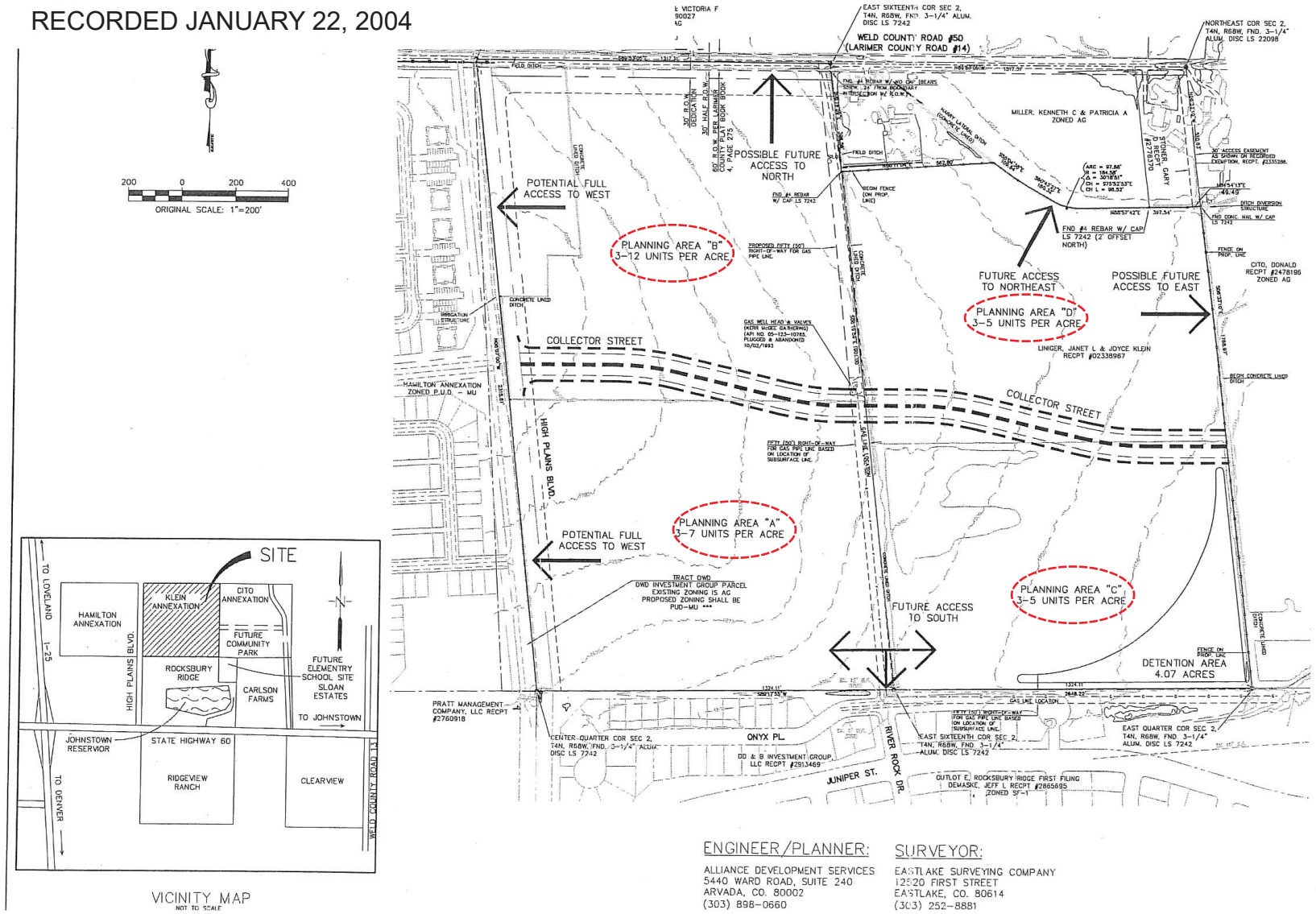
Parcels

DevelopmentProject

- Annexation
- Development Plan
- Site Plan
- Subdivision & Development Plan
- Subdivision
- USR/CUG

APPROVED OUTLINE DEVELOPMENT PLAN

RECORDED JANUARY 22, 2004



LAND USE DATA

1. EXISTING ZONING: WELD COUNTY, A-AGRICULTURE
2. PROPOSED ZONING: TOWN OF JOHNSTOWN PUD-R PLANNED UNIT DEVELOPMENT RESIDENTIAL
3. EXISTING USES: AGRICULTURE
4. PROPOSED USES: SINGLE FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL.

LAND USE TABLE

LAND USE	GROSS AC.	GROSS DENSITY	% TOTAL AREA
PLANNING AREA "A" PUD-R	34.82	3-7	27.07
PLANNING AREA "B" PUD-R	34.07	3-12	26.49
PLANNING AREA "C" PUD-R	28.54	3-5	22.19
PLANNING AREA "D" PUD-R	27.77	3-5	21.58
* PARK AREA	*	N/A	*
** OPEN SPACE	**	N/A	**
*** TRACT DWD	3.438	N/A	2.67
TOTAL	128.64	N/A	100

* PARK AREA WILL BE DEDICATED IN THE AMOUNT OF 10%. LOCATIONS WILL BE DETERMINED AT THE PRELIMINARY PLAT SUBMITTAL.

Total Potential Lots	
PA 'A'	104 to 243 Lots
PA 'B'	102 to 408 Lots
PA 'C'	85 to 142 Lots
PA 'D'	83 to 138 Lots
TOTAL	374 to 931 Lots

ENGINEER/PLANNER:
ALLIANCE DEVELOPMENT SERVICES
5440 WARD ROAD, SUITE 240
ARVADA, CO. 80002
(303) 898-0660

SURVEYOR:
EASTLAKE SURVEYING COMPANY
12520 FIRST STREET
EASTLAKE, CO. 80614
(303) 252-8881

Alliance Development Services
"PLANNING" "ENGINEERING" "FINANCING"
"PROJECT MGMT"
5440 WARD ROAD, SUITE 240
ARVADA, COLORADO 80002
PHONE (720) 898-0660, FAX (303)

REVISIONS
NO. | DESCRIPTION | DATE | BY

KLEIN 125 ANNEXATION
OUTLINE DEVELOPMENT PLAN
LES KAPLAN

DRAWING NO. P20410DP
DRAWN BY: PSD
DESIGNED BY: DEM
090-202-041
DATE:
SCALE: 1" = 200'

OVERALL DEVELOPMENT PLAN

PROPOSED OUTLINE DEVELOPMENT PLAN

- PLANNING AREAS, LAND USES, AND UNDERLYING ZONING IS CONSISTENT WITH THE KLEIN 125 ANNEXATION ODP .
- VARIETY OF HOUSING TYPES ATTRACTIVE TO A DIVERSE POPULATION
- DEVELOPMENT STANDARDS ARE CONSIDERATE OF ADJACENT NEIGHBORHOODS.
- HIGHER DENSITY DEVELOPMENT IS PROPOSED ADJACENT TO HIGH PLAINS BOULEVARD AND VETERANS PARKWAY WHICH ARE ARTERIAL STREETS.
- AN INTERCONNECTING SYSTEM OF PEDESTRIAN WAYS, OPEN SPACE AND PARKS IS PROVIDED.
- SERVICES ARE READILY AVAILABLE GIVEN BOTH EXISTING AND PROPOSED NEIGHBORHOODS IN THE IMMEDIATE VICINITY OF THE SITE.
- LAND WAS PREVIOUSLY DEDICATED FOR HIGH PLAINS BOULEVARD TO ENABLE THE MORE IMMEDIATE CONSTRUCTION OF THE ROAD.

PRELIMINARY LOT MIX

Lot Frontage	Lot Size	Home Type	Estimated Dwelling Unit
60-feet	6,000 SF	SFD	94
50-feet	5,000 SF	SFD	107
40-feet	4,000 SF	SFD	131
35-feet Rear Loaded	3,000 SF	SFD	121
25-feet Rear Loaded 30-feet Front Loaded	2,000 SF 2,400 SF	Paired Homes	272
20-feet	1,320 SF	Cluster	
22-feet	1,760 SF	Townhomes	
Maximum Number of Dwelling Units			725

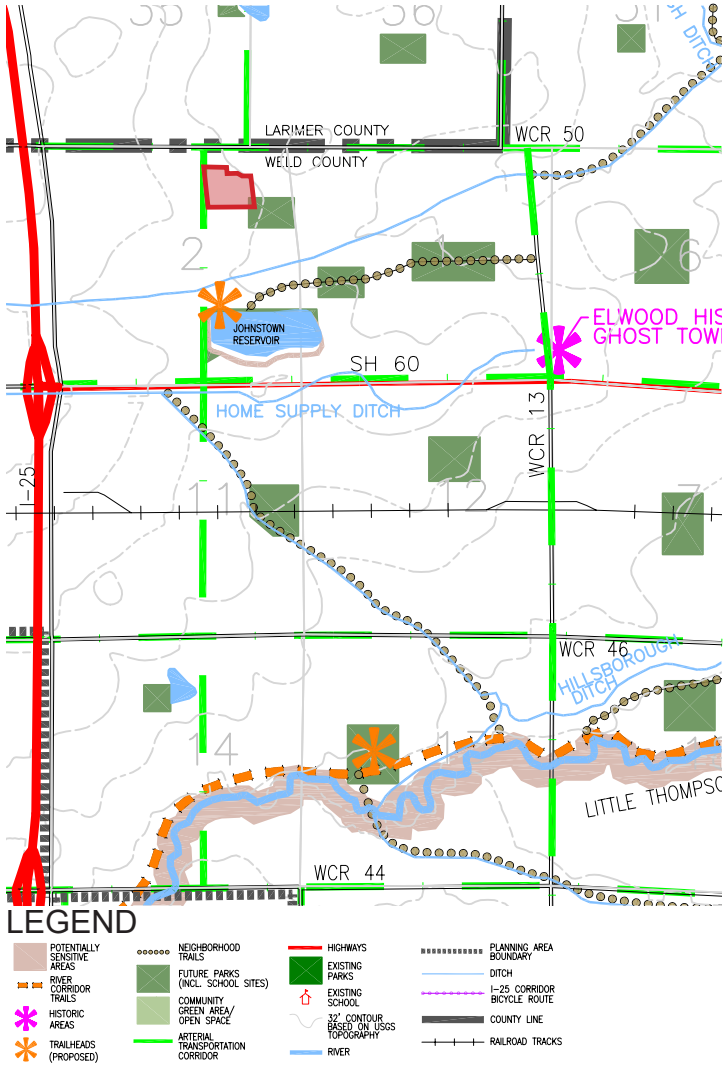
CONCEPTUAL SITE PLAN

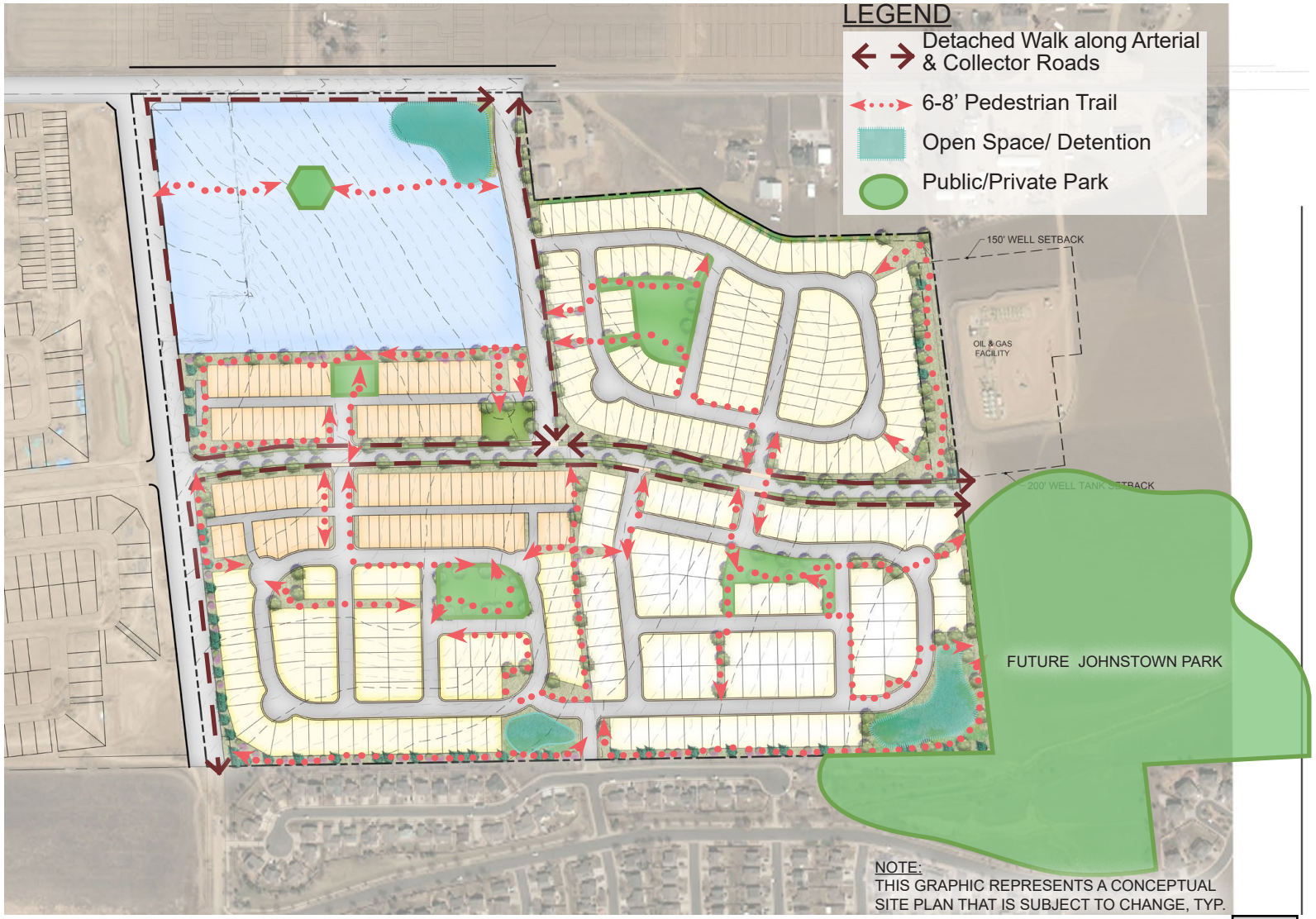
MINIMUM INTERSECTION SPACING

ARTERIALS & COLLECTORS

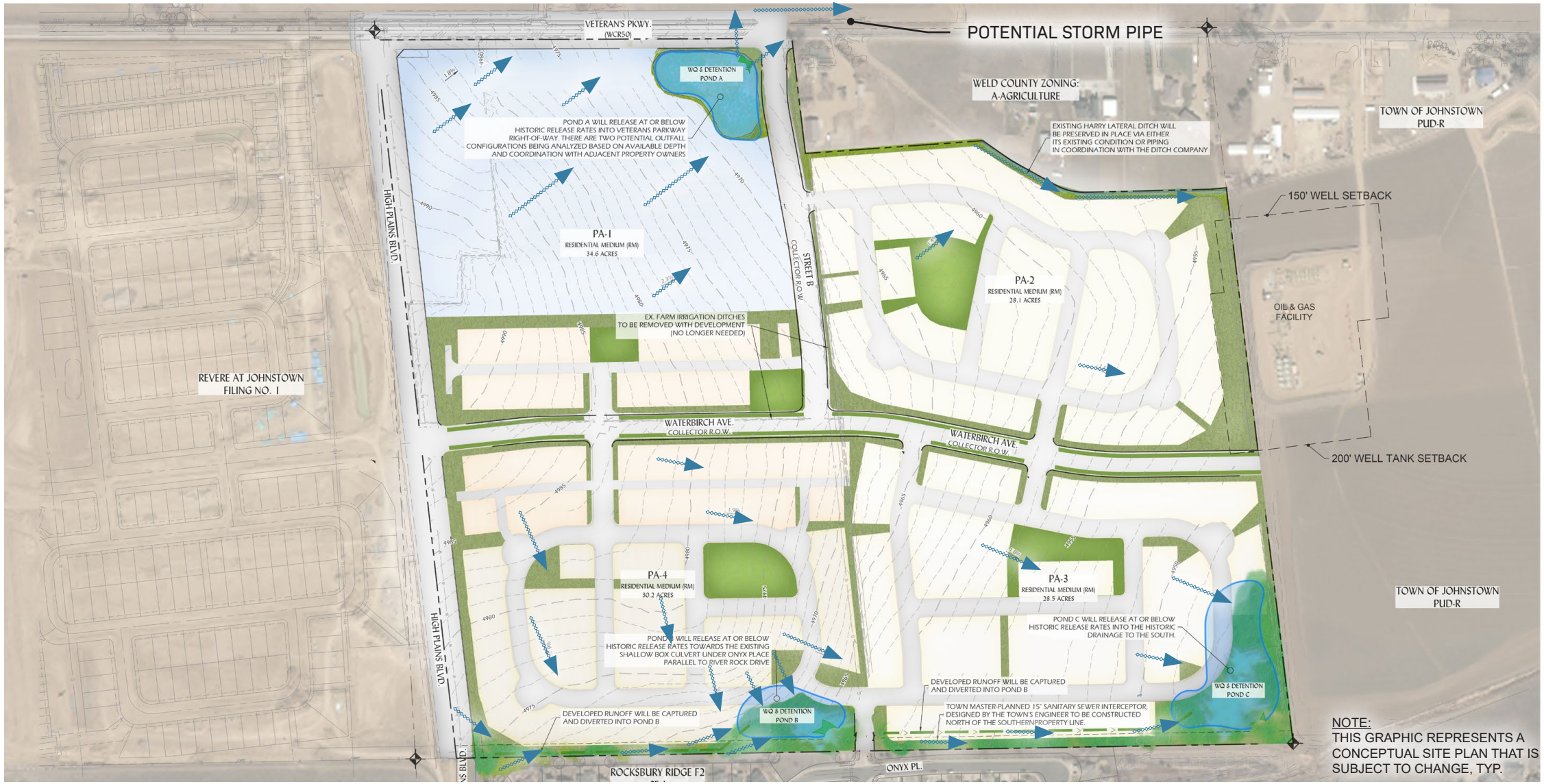
PARKS, TRAILS & OPEN SPACE

PARKS, TRAILS & OPEN SPACE MASTER PLAN

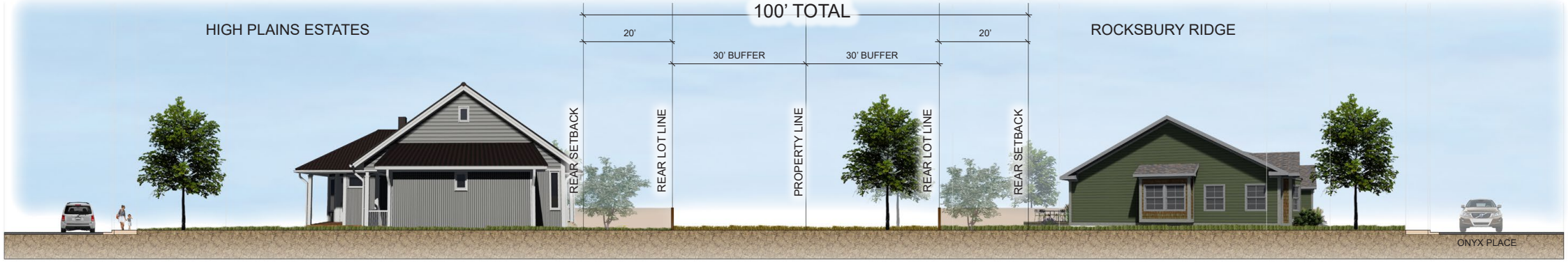




ILLUSTRATIVE DRAINAGE PLAN

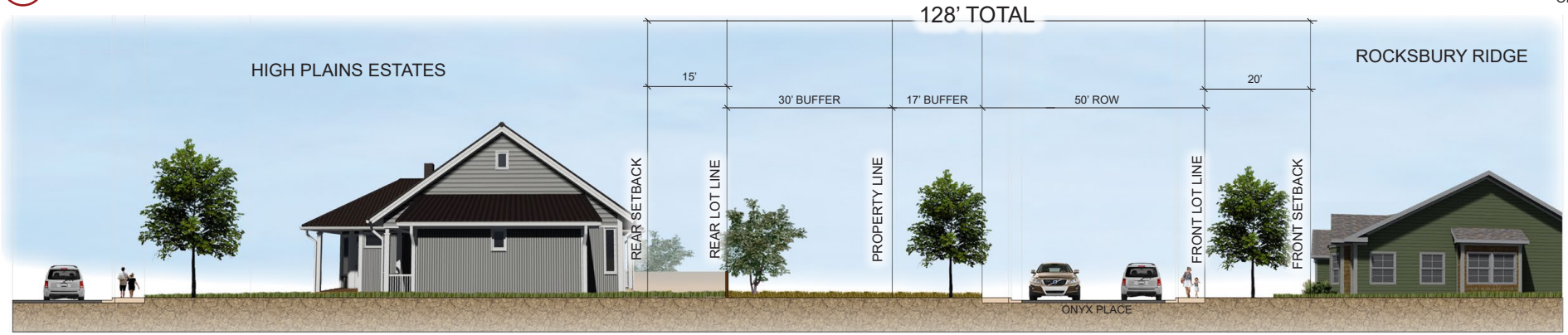


BUFFER AT SOUTHERN PROPERTY LINE



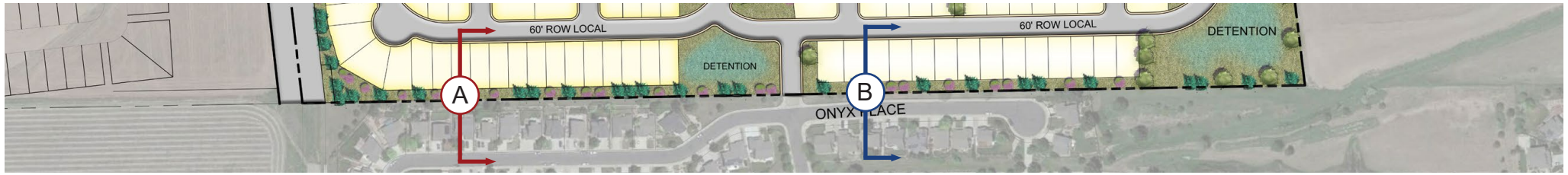
A SECTION A - SOUTH BUFFER

NOTE:
ELEVATION OF HOMES ARE REPRESENTATIVE ONLY

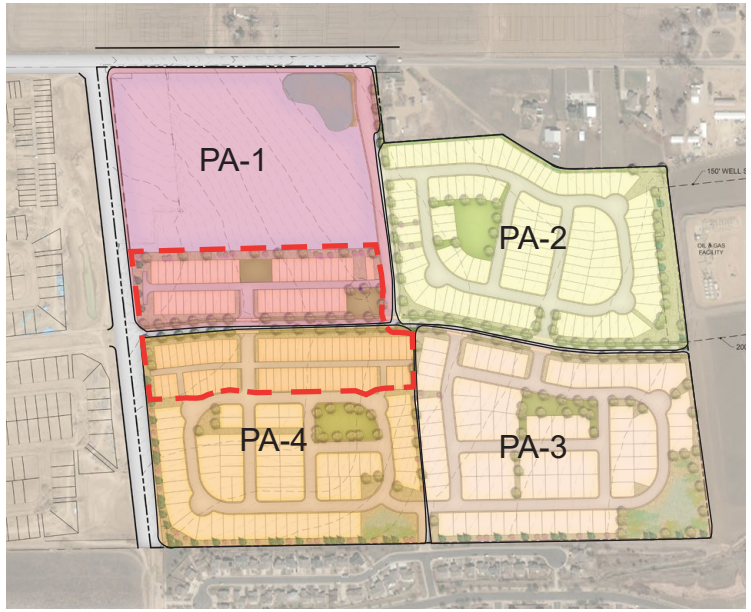


B SECTION B - SOUTH BUFFER

NOTE:
ELEVATION OF HOMES ARE REPRESENTATIVE ONLY



ARCHITECTURE-HOME TYPES



PA-1 & PA- 4

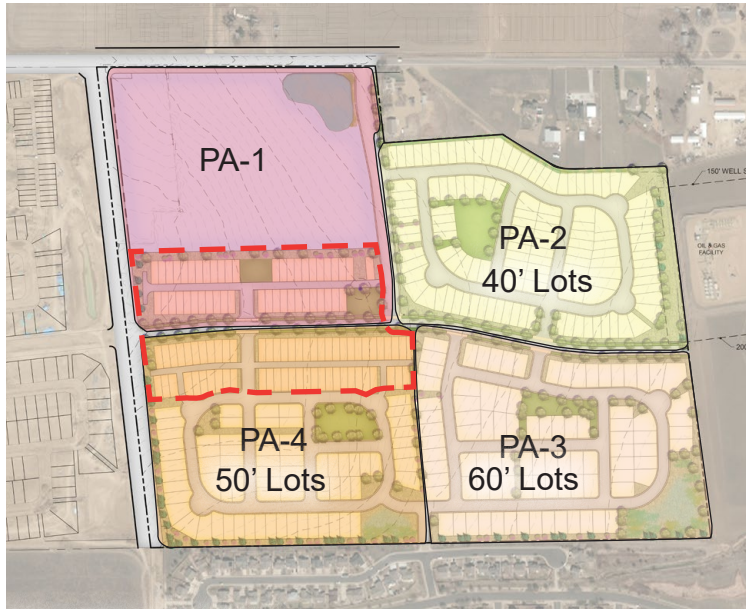
35' Lots / Alley-Loaded (SFD)

TWO STORY HOMES RANGING FROM 1,550 TO 2,150 SQ. FT.

DENOTES ALLEY-LOADED LOTS

NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

ARCHITECTURE- HOME TYPES CONTINUED



PA-2, PA-3 & PA- 4

PA-2; 40' Lot

PA-3; 60' Lot

40' Lots: Single-Family Detached (PA 2)

- RANCH HOMES RANGING FROM 1,150 to 1,465 SQ. FT.
- TWO STORY HOMES FROM 1,895 to 2,365 SQ. FT.

60' Lots: Single-Family Detached (PA 3)

- RANCH HOMES RANGING FROM 1,790 to 2,195 SQ. FT.
- TWO STORY HOMES FROM 2,545 to 3,430 SQ. FT.

50' Lots: Single-Family Detached (PA 4)

- RANCH HOMES RANGING FROM 1,700 to 1,940 SQ. FT.
- TWO STORY HOMES FROM 2,475 to 2,695 SQ. FT.

PA-4; 50' Lot

NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

PROPOSED PROJECT DEVELOPMENT TIMELINE

2022	2023	2024	2025	2026	2027	2028	2029	2030

2022

OUTLINE DEVELOPMENT PLAN AMENDMENT

2023

- PRELIMINARY PLAT & ENGINEERING
- FINAL PLAT
- CONSTRUCTION PLANS

2024

FILING #1:
- LAND DEVELOPMENT

2025

FILING #1:
- HOME BUILDING BEGINS
- SALES & CLOSING

FILING #2 & #3:
- LAND DEVELOPMENT

2027

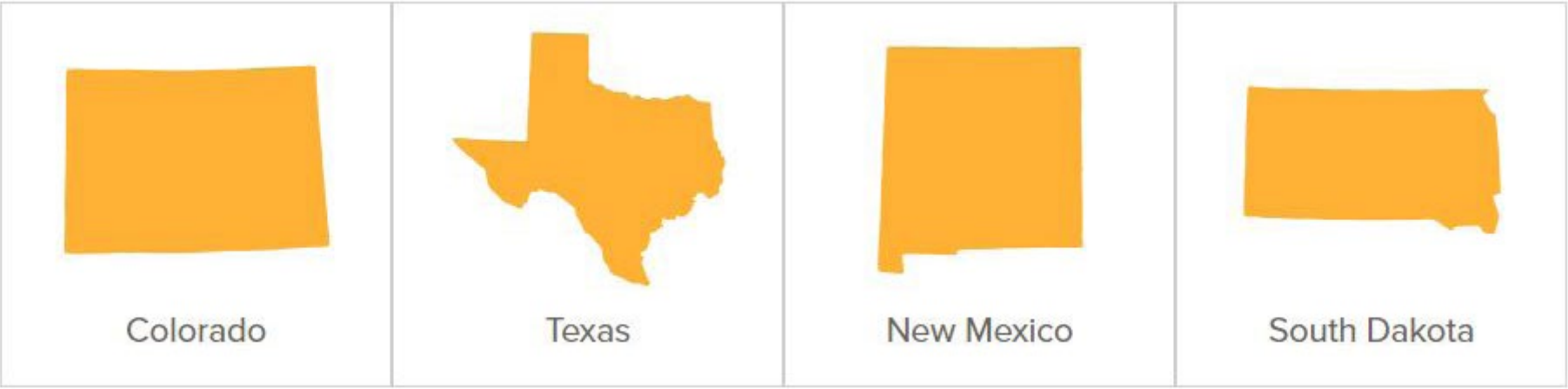
FILING #2 & #3
- HOME BUILDING BEGINS
- SALES & CLOSINGS

2030

FINAL CLOSINGS; PROJECT COMPLETE!

NOTE:
THIS GRAPHIC REPRESENTS A CONCEPTUAL TIMELINE THAT IS SUBJECT TO CHANGE, TYP.

DEVELOPMENT TEAM



VIEW HOMES

COLA
Colorado Land Acquisition

HORIZON VIEW HOMES

HIGH PLAINS ESTATES - TOWN COUNCIL HEARING

FEBRUARY 6TH, 2023

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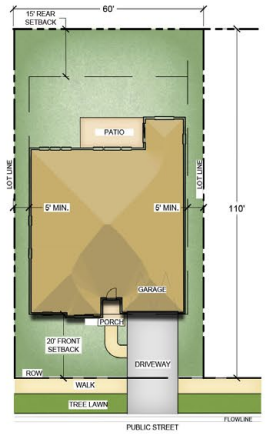
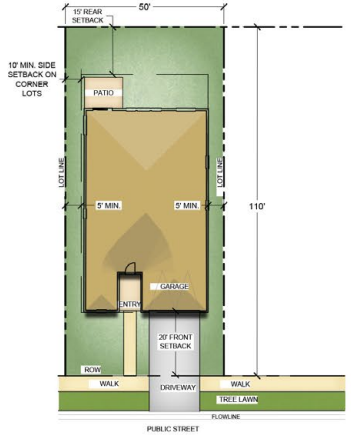
PROPOSED LOT TYPICALS

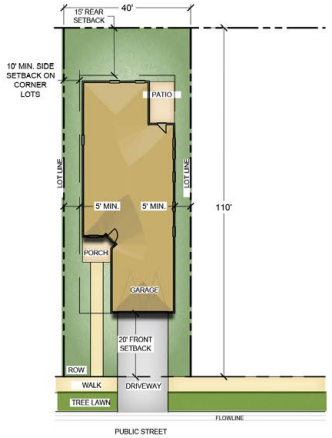
NEIGHBORHOOD LAYOUT TYPES



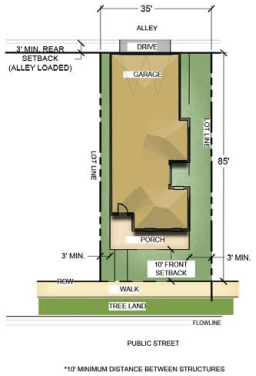
50' SINGLE FAMILY DETACHED
FRONT LOADED 60' LOT TYPE



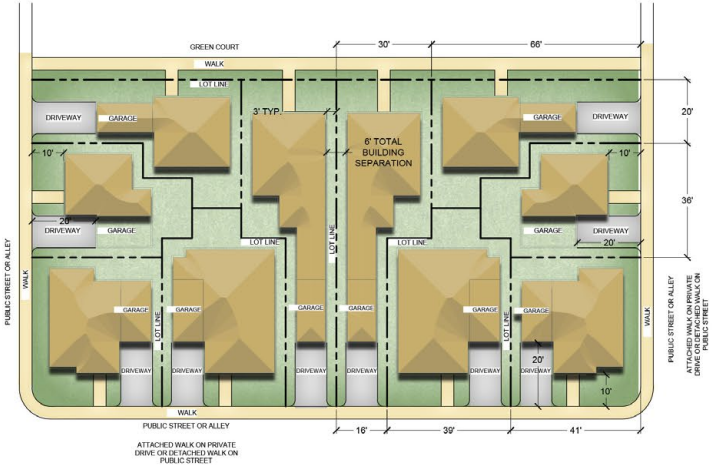
40' SINGLE FAMILY DETACHED
FRONT LOADED 50' LOT TYPE



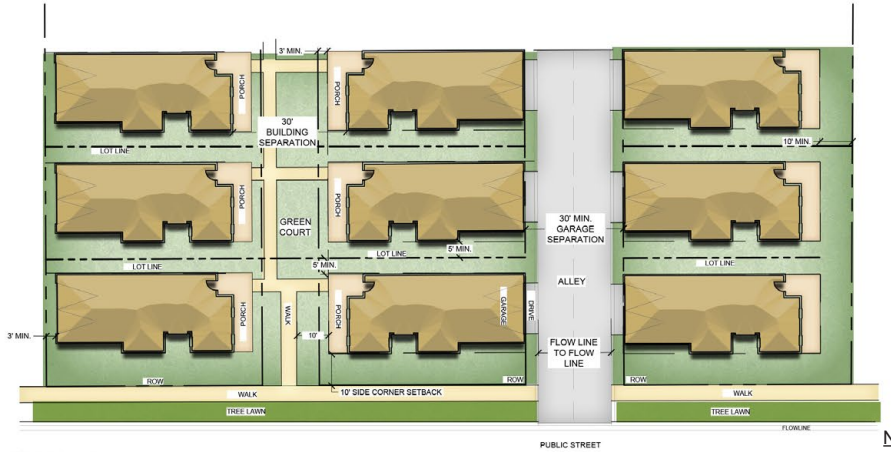
30' SINGLE FAMILY DETACHED
FRONT LOADED 40' LOT TYPE



25' SINGLE FAMILY DETACHED
ALLEY LOADED 35' LOT TYPE



CLUSTER HOMES

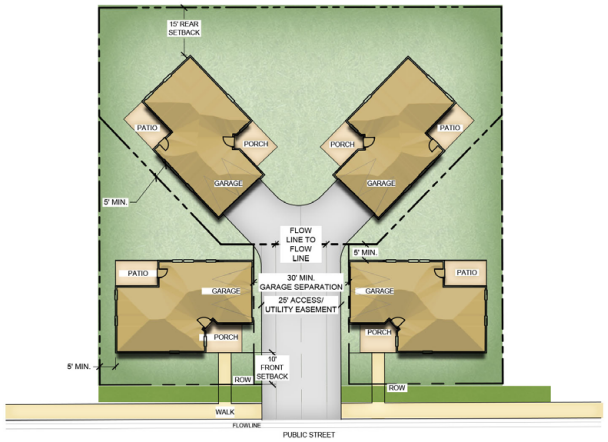


GREENCOURT

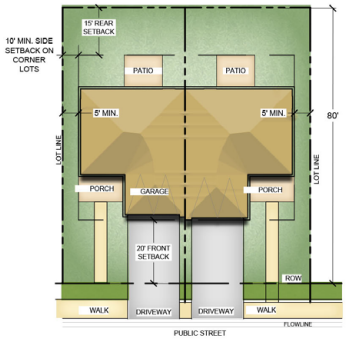
NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

PROPOSED PROJECT DEVELOPMENT TIMELINE

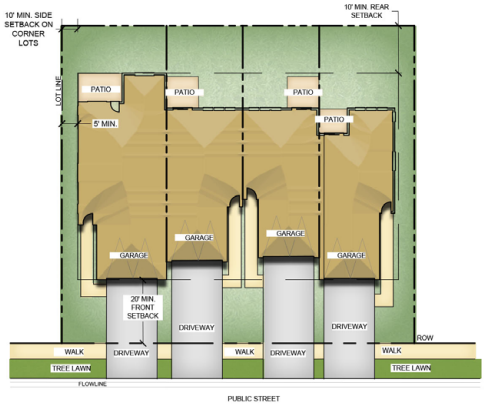
NEIGHBORHOOD LAYOUT TYPES



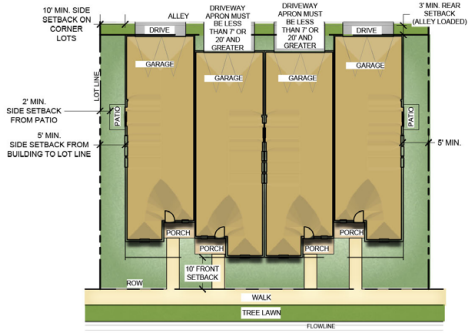
AUTO COURT



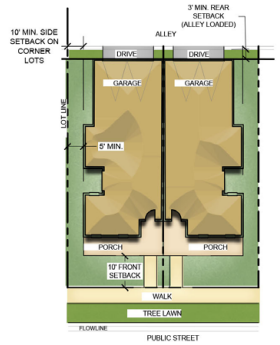
PAIRED HOME
FRONT LOADED



TOWNHOME- SINGLE FAMILY ATTACHED
FRONT LOADED FOUR PLEX



TOWNHOME- SINGLE FAMILY ATTACHED
ALLEY LOADED FOUR PLEX

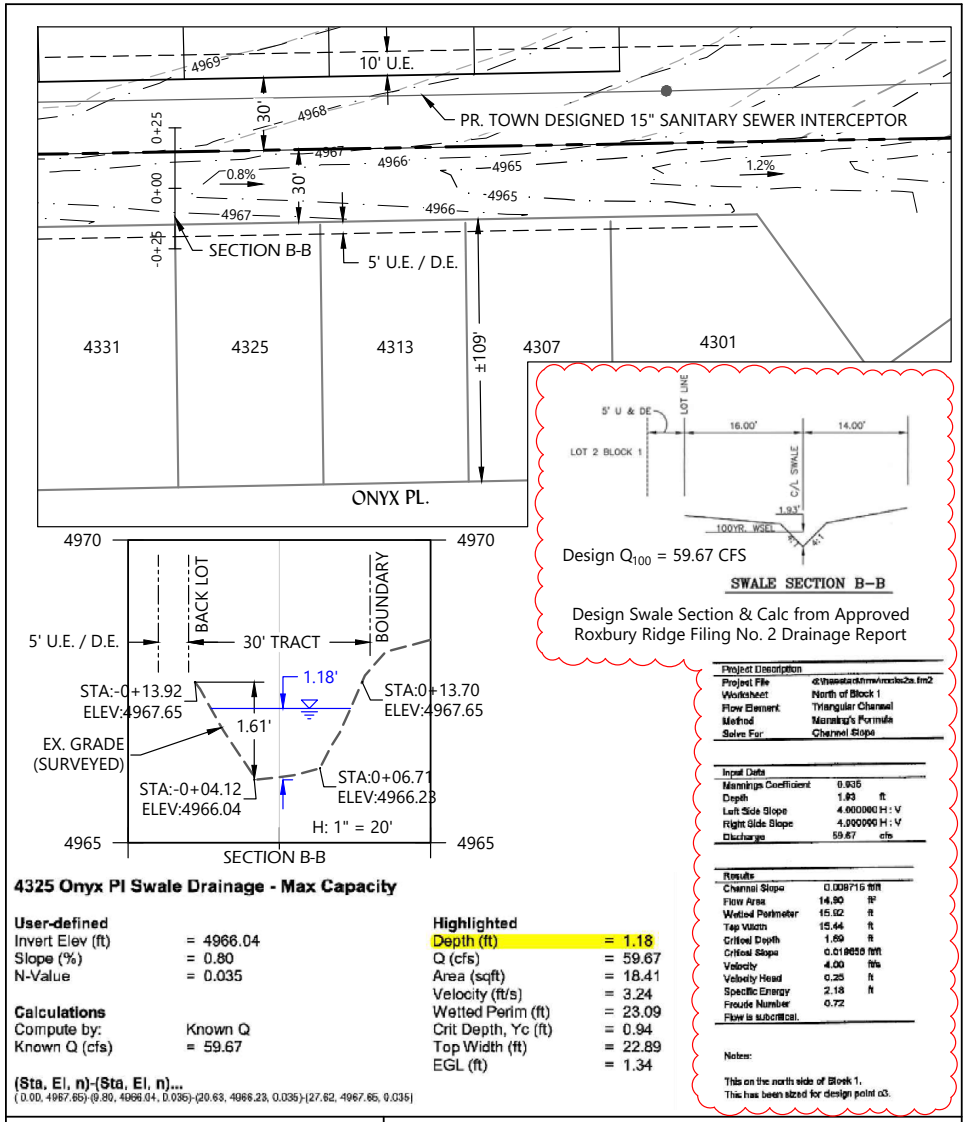


PAIRED HOME
ALLEY LOADED

NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

DRAINAGE SWALE

SWALE SECTION



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Agreement Between the Town of Johnstown and MWH Constructors, Inc for Professional Services Related to Construction Manager at Risk Services for the Water Treatment Plant Expansion

ACTION PROPOSED: Consider Approval of the Professional Services Agreement Presented.

ATTACHMENTS:
1. RFP
2. Evaluation Scores
3. Professional Services Agreement

PRESENTED BY: Ellen Hilbig, Utilities Director

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an agreement between the Town and MWH Constructors, Inc (MWH) for professional services as a Construction Manager at Risk (CMaR) on the Water Treatment Plant (WTP) expansion project.

To facilitate and streamline the design process for the WTP expansion project, the Town elected to utilize the Construction Manager at Risk (CMaR) project delivery method to obtain Contractor feedback during the project design. Under the CMaR method, a General Contractor is selected to become part of the overall Project Team and provide input to help create a more cost effective and constructable project.

On November 11, 2022, the Town publicly advertised a Request for Proposal (RFP) for CMaR Contractor services on the WTP project. The Town received 3 bids on the RFP as summarized below:

Contractor	Design Phase Services	Construction Fee
Archer Western	$275,602	8%
Hensel Phelps	$101,038	6.5%
MWH Constructors	$229,080	6.5%

The Selection Committee reviewed the three bids and offered interviews to all of the Contractors that bid to determine the best fit for the Town. Based on the proposals, reference checks and interviews, and after extensive discussion, the selection team recommends awarding the bid to MWH Constructors, Inc based on their approach, experience, and value. The final evaluation summary is included as an attachment for reference.

Staff is requesting that a contingency of $30,000.00 (~13%) be considered with authorization from the Town Manager to cover unforeseen expenses and additional services that may be requested by the Town to conduct a thorough cost analysis of the Town's WTP design or as recommended by the Consultant. The total cost of the project, including contingency, is $259,080.00.

LEGAL ADVICE:

Contract executed per approved and reviewed Professional Services Agreement

FINANCIAL ADVICE:

Funds are available to accommodate this expenditure as proposed

RECOMMENDED ACTION: Approve the Agreement between the Town of Johnstown and MWH Constructors, Inc for Construction Manager at Risk professional services on the Water Treatment Plant Expansion project.

SUGGESTED MOTIONS:

For Approval: I move we approve the Agreement between the Town of Johnstown and MWH Constructors, Inc for Construction Manager at Risk professional services on the Water Treatment Plant Expansion project in the amount of $259,080.00.

For Denial: I move we deny the Agreement between the Town of Johnstown and MWH Constructors, Inc for Construction Manager at Risk professional services on the Water Treatment Plant Expansion project.

Reviewed and Approved for Presentation,

Town Manager

REQUEST FOR PROPOSAL (RFP)

TOWN OF JOHNSTOWN
WATER 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 Water Treatment Plant (WTP) Expansion Project (Project) design phase services.

The Town is currently in the 30% design phase of a WTP expansion project. The existing WTP is Dissolved Air Flotation (DAF) pretreatment followed by Conventional Filtration with a Granular Activate Carbon vessels as a polishing step rated for 6.2 MGD. The facility will be expanded to 12 MGD with a Pressurized Membrane Filtration, Granular Activated Carbon (GAC) and utilizing the existing DAF pretreatment.

Design phase CMAR services would commence immediately following agreement execution and be completed by September 2023. Assuming the Town and the selected design phase CMAR firm reach an 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 September 2023, with a desired Substantial Completion of the project by July 2025. The Town is reserving it's right to break this project into a multi-phased approach that could include early work packages for civil and site work along with various elements of the yard pipe in advance of the CDPHE permitted plant construction as appropriate to complete the construction of the WTP Design.

2. PROJECT SUMMARY

The Town is experiencing rapid growth and needs additional treatment capacity at the Water Treatment Plant (WTP); and is thus proceeding with a facility expansion and upgrade project to the existing 6.2 MGD WTP to 12 MGD. The town is in the procurement process of an additional 6.5-acre parcel to the south of the existing site for the expansion location in order to allow for operations to continue at the existing facility. Yard piping will need to be rerouted to accommodate the new building construction. There are two anticipated expansions to this facility; phase 1 which the Town is obtaining CMAR services for and phase 2 for a 21 MGD expansion anticipated in the next 10 years. The project is summarized below:

- Installation of a raw water blending vault to combine the Town's raw water sources ahead of the DAF pretreatment process.
- Reuse the existing DAF/pretreatment building by performing a condition assessment and installing necessary upgrades to existing equipment. The Town will be requesting the CMAR to obtain a condition assessment as part of the services provided in this RFP. Cost will be capture through an additional service request. Known items are as follows:
    - Replace existing backwash recycling piping
    - May include upgrades/replacement of rapid mixers, flocculation mixers, and recycle pumps
    - Replacement of existing air dispersion piping
    - Refurbish existing skimmers

- New float pumps and related piping
- New sodium permanganate system
- Modify electrical equipment where necessary

- Construction of residual solids handling building to provide storage and dewatering of pretreatment solids produced from the existing DAF in lieu of discharging solids to the sanitary sewer.
  - One story building (anticipated pre-engineered metal building)
  - Solids storage tank with mixing
  - Non redundant dewatering equipment including pumps and press
  - Conveyor system to solids bin
- Construction of a new treatment building (anticipated pre-engineered metal building) that will include:
  - Settled water wet well and pump station
  - Membrane feed strainers
  - Membrane filtration system sized for Phase 1 production capacity of 12 MGD
  - Membrane filtration ancillary systems
  - GAC contractors including relocation of three (3) existing GAC systems and addition of five (5) new GAC systems
  - Disinfection Contact Basin
  - Distribution pump station sized for 21 MGD with equipment installed for 12 MGD
  - Chemical storage systems sized for 21 MGD production. Sizing dependent on membrane supplier
  - Electrical room
  - Administrative space including control room, break room, labs, offices, IT rooms, mechanical rooms, and restrooms
- Modifications to the existing electrical switchgear for the existing WTP, including rerouting power from the existing distribution pump station to provide power to new equipment
- Installation of a new Electrical service to provide power to the new treatment building
- Installation of a new generator to power new service and potential upgrades/maintenance to

3. DESIGN APPROACH

The Town recently switched from an Ozone BAF design to UF Membrane with GAC in order to address taste and odor concerns caused by Geosmin/MIB compounds found in the Town's source water versus the ability of ozone to treat the recorded levels. The Towns Design Engineer, Burn's & McDonnell, is working through a 30% design concept for the UF membrane and GAC delivery in workshops. In order to expedite design at this phase, a formal drawing set will not be produced, and progress prints will be utilized for review and consumption. As part of the proposal process please review the workshops listed below and identify the critical items that are of value to revisit with CMAR lens.

Design Workshops for 30%

Workshop 101 – Membrane Filtration Selection & Layout: Oct 12

Workshop 102 – Building Layout & DCB: Oct 26

Workshop 103 – Electrical and controls: Nov 3

Workshop 101A – Membrane filtration selection: Nov 9

Workshop 104 – Blending vault, distribution, and storage pump stations: Nov 30

Workshop 105 – Building and architectural considerations: Dec 14

Workshop 106 – Residuals building & piloting: Dec 28 - reschedule due to holiday

Workshop 107 – Administration and/or maintenance spaces: Jan 11

Workshop 108 – Pretreatment building modifications: Jan 25

4. 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), Design Engineer (Burns and McDonnell), Owner's Representative (Blue Water) and Town Staff. The selected CMAR Firm will provide design phase consulting services to assist the Town in developing a final guaranteed maximum price (GMP). The services will include but are not limited to constructability evaluation of the facility, value engineering, cost evaluation, and project schedule determination. 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. The Town of Johnstown intends to select a CMAR based on qualifications and negotiate a GMP for the work package(s).

4.1. QUALIFICATIONS

CMAR firms will be evaluated against the following qualification requirements:

- Project Experience:
  - CMAR firm shall have experience as a general contractor in the construction of at least five (5) municipal water treatment plants through substantial completion within ten (10) years prior to the date of this RFP.
  - These projects shall have a minimum construction contract amount of $10,000,000 and a minimum treatment capacity 5 million gallons per day (MGD).
    - Submit a minimum of three (3) featured project references. Firms may supplement project reference worksheets with project data sheets or other information deemed necessary for consideration in the evaluation.
    - The proposed Project Manager and Project Superintendent shall have worked on at least one of the aforementioned featured projects, either individually or as a team.

- Submitted applications that do not meet the above project experience requirements will be rejected.

- Track record of project completion based on feedback from project references regarding CMAR firm's construction quality, project management, communication, and scheduling management.
- Start up and commissioning process and approach to operator training
- Location of permanent place of business as it relates to potential mobilization costs.
- Experience and degree thereto with projects of similar size and scope.
- Key personnel committed to the project.
- Safety rating and history of compliance with Occupational Safety and Health Administration construction industry standards.
- Financial situation and having sufficient staff, resources, and technical experience to perform the work properly and expeditiously.

4.2. PRE-BID MEETING AND SUBMITTAL DEADLINE REQUIREMENTS

No mandatory pre-bid meeting will be held, but responding firms may attend an optional site visit on November 16, 2022 starting at 9:30 a.m. All attendees shall meet at Town Hall 450 S Parish Ave Johnstown CO 80534 to travel to the Town's Water Treatment Plant where the RFP will be discussed followed by a facility walkthrough.

Proposals for the Town of Johnstown Water Treatment Plant Expansion Project, Design Phase Services must be received by the Town by the proposal deadline of **2:00 p.m. on December 1, 2022.** Proposals received after this time will not be accepted. 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 Water Treatment Plant CMAR".

Town Representative information is included below:

Town/Owner
Ellen Hilbig, Utility Director of Utilities
Town of Johnstown
ehilbig@johnstownco.gov.
450 S Parish Ave
Johnstown, Colorado 80534

To ensure successful delivery of proposals, emailed PDF documents are recommended not to exceed 15 MB. Emailed links for larger files to Dropbox or other file transfer sites are acceptable.

4.3. QUESTIONS AND CONTACT INFORMATION

All questions relating to this RFP shall be directed to Ellen Hilbig in writing via email at ehilbig@johnstownco.gov. Deadline for questions is 3:00pm on November 28th, 2022.

5. SCOPE OF SERVICES

5.1. DESIGN PHASE SERVICES

The selected CMAR will be provided separate contracts for design phase services and construction phase services with the Town. The design phase services agreement (Exhibit Z) 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.

- 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 site layout efficiencies or phasing of the project that will reduce total costs).
- Assist and participate in any early procurement packages identified by the project.
- 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 an 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 the completion and approvals of required permits including building code compliance for the proposed design and construction as needed. 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, 90% 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. The Town also reserves the right to compare the GMP independently to ensure the project cost is reasonable.
- The CMAR firm may be requested to commence construction in phases, before Construction Drawings and Specifications are completed. Therefore, pricing of any individual tasks prior to the GMP construction shall be substantiated as an additional service request basis with the predetermined parameters, process and procedures. Allowances for certain tasks or equipment items may be necessary.
- Other required services for project completion outlined in the CMAR Contract.

6. FUTURE POTENTIAL ADDITIONAL SERVICES

6.1. 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.

Construction work will be contracted using an EJCDC Agreement based on the agreed-to GMP. If an agreeable GMP cannot be reached, the Town reserves the right to not award the construction phase services contract. The proposed construction phase services and activities are listed below. The executed construction agreement between the Town and CMAR firm along with the GMP shall include the following tasks:

- All construction management and construction services including necessary labor, supervision, equipment, tools and materials 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.
- RFIs, potential contingency items, work change directives, change Order preparation, coordination, and execution.
- QA/QC, materials testing, start-up, commissioning, and training of systems.
- Close-out documentation (O&M manuals, asset list for asset management program, 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.

6.2. SCOPE OF WORK BY ENGINEER

As part of the Project Team, the Engineer (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, Burns and McDonnell will provide the following services as follows:

- ***Design Phase***: Organize project kickoff meeting, subsequent design progress meetings, and produce progress drawings and specifications for the following key milestones; GMP Bid Set to set final GMP and Final Construction Documents based on GMP and value engineering items. Present detailed project scope, request and review CMAR's GMP, and participate in GMP negotiations as required. Coordinate design reviews, approval of CDPHE design review permits and plans and specifications for final construction approval with CDPHE. Coordinate local agency review and approval.

- ***Construction Phase:*** Attend periodic construction progress meetings; review schedules, pay applications and change orders; review submittal and O&M data; perform periodic construction observation services, recommend Substantial and Final completion; other related duties to support the contract between the CMAR and the Town.

7. 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	November 7, 2022
Pre-Proposal Meeting (9:30 a.m.)	November 16, 2022
Final Written Questions (3 p.m.)	November 28, 2022
Proposal Due (2 p.m.)	December 1, 2022
CMAR Short List Interviews	Week of December 12, 2022
Design Phase CMAR Selection	Week of December 19, 2022
Early Construction Package	March 2023
Design Completion / Submit Final GMP	September 2023
Construction Start	October 2023
Project Substantial Completion	March 2025
Project Final Completion	July 2025

8. 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. Proposals shall follow the format prescribed below and will be evaluated by Town Staff and the Town's Owner's Representative, Blue Water. The Design Engineer, Burns & McDonnell will not be included as part of the selection committee.

9. 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:

1. Legal name of firm and any previous names of firm in last 10 years, and date established.
2. 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 procurement packages, construction sequences, means and methods
2. Value engineering ideas for the most cost-effective solutions
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 focusing on start up support and training plan
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.
9. Provide the percentage and scopes of work that will be self-performed vs. those elements of work that will be subcontracted out.
10. Describe availability, bandwidth and resources available to complete the project.

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. It is the Town's intention to minimize the final cost to complete project. Any savings will be accrued to the Town. There is potential that alternative funding sources for the Project may become available. 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.

- 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 kick-off meeting: 1 meeting, 4-hours each
  2. Progress Meetings: 1hr each Bi-Weekly – assume 18
  3. Project Design Workshops: 2x each month in person , 3-hours each – assume 18
     a. Schedule & Sequencing Workshop: 60% & 90%
     b. Value Engineering Workshop: 60% & 90%
     c. Risk & Opportunity Assessment Workshop: 60% & 90%
  4. Design Review & Procurement Plan/Packages: 60% & 90% - assume 80 hours
  5. In-house project estimating and other design phase services: - assume 120 hours
     a. 60% Project Budget & Construction Cost Development:
     b. 90% GMP Project Budget & Construction Cost Development:
  6. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.
     a. Condition Assessment for DAF Building Upgrades – assume 40 hrs

  Preliminary GMP:

  Provide a preliminary GMP for the Low Point WTP 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 in the State of Colorado, highlighting any partnering or CM experience which your firm was/is the lead, 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.

10. 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 and Qualifications

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. Ideas for Value Engineering

Does the firm offer creative valued engineered suggestions to be used in the design and construction phases? Can the firm effectively reduce the overall cost of the project to the budget described above?

8. Firm Capability

Does the firm have experience, equipment, manpower and finances to complete the work?

9. 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.

10. Schedule

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

At the discretion of the Town, the Town may interview one or more proposal respondents.

END CMAR RFP INSTRUCTIONS

Attachments to this RFP:

1. Example CMAR Agreement
2. Project Engineering Schedule
3. Preliminary Site Plan
4. Preliminary Process Flow Diagram
5. Preliminary Process Treatment Building Layout

REQUEST FOR PROPOSAL (RFP)

TOWN OF JOHNSTOWN
WATER TREATMENT PLANT EXPANSION PROJECT
CMAR DESIGN PHASE SERVICES

ADDENDUM NO.1
November 9, 2022

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1. WOULD THE TOWN CONSIDER REMOVING THE REQUIREMENTS FOR SUBMISSION OF PRELIMINARY GMP PRICING AND A PROJECT SCHEDULE?

Preliminary GMP Requirement Pricing Response:

The Town is not requiring a preliminary GMP to be submitted with the RFP due to the status of the design and lack of construction drawings to base the GMP on. The requirement under this section of the cost proposal will be the discussion of how the GMP will be determined for the construction phase and the items listed under the Preliminary GMP section as supplementary to the preliminary GMP.

Project Schedule Requirement Response:

The Town is not requiring a construction schedule to be submitted with the RFP due to the status of the design and lack of construction drawings to base the schedule on. The Town is expecting the CMAR firm to provide a construction schedule during the 60% and GMP construction documents as well as after the project kick off meeting and review of the 30% design information to help guide any early construction work packages.

2. RFP CORRECTIONS

- Section 5.1 strike through ~~(Exhibit Z)~~ in the second sentence of the first paragraph and add the following bullet point:
  - The assist and participate as a member of the project team through the completion of construction documents providing a project schedule at approximately two or three additional intervals during completion of the drawings and specifications.
- Under Tab C: Cost Proposal –
  - Rename the "Preliminary GMP" title – GMP Approach
  - Strike through the first sentence of the paragraph following the Preliminary GMP title on page 9, ~~"Provide a preliminary GMP for the Low Point WTP Expansion Project in the format proposed for use in the project if awarded the construction contract."~~
  - Revise the last sentence in the first paragraph as follows: In addition, included ~~in or~~ as ~~a~~ supplement to the ~~preliminary~~ GMP Approach; provide the following:
- Under Tab D: Project Schedule – Strike through section

REQUEST FOR PROPOSAL (RFP)

TOWN OF JOHNSTOWN
WATER TREATMENT PLANT EXPANSION PROJECT
CMAR DESIGN PHASE SERVICES

ADDENDUM NO.2
November 21, 2022

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1. **UNDER SECTION 4.1 QUALIFICATIONS, ON THE FIRST BULLET IT STATES PROJECT EXPERIENCE MUST HAVE BEEN ACCOMPLISHED IN THE LAST TEN (10) YEARS. CAN THE PROJECT EXPERIENCE REQUIREMENT TIME FRAME BE CHANGED FROM TEN (10) YEARS PRIOR TO THE DATE OF THE RFP TO FIFTEEN (15) YEARS?**

   The project experience requirement will be adjusted from Ten (10) years to Fifteen (15) years.

2. **PLEASE CLARIFY HOW THE CMAR PROPOSAL SHOULD BE SUBMITTED. THERE IS CONFLICTING INFORMATION DEPICTED IN THE RFP.**

   The RFP Proposal is required to be submitted by email in the form of an electronic copy (PDF) to the Town Representative per the requirements in Section 4.2. No hard copy submittals are required.

3. **UNDER TAB E CONSTRUCTION SEQUENCING AND SCHEDULING, ON THE FIFTH BULLET IT STATES TO SUBMIT AN EXAMPLE OF A TOTAL AND SHORT-TERM PROJECT SCHEDULE FOR A SIMILAR-SIZED PROJECT. PLEASE CONFIRM WHETHER THESE COUNT TOWARDS THE PAGE COUNT AND PLEASE CONFIRM WHETHER THIS CAN GO IN THE APPENDIX OR NOT.**

   The requested schedule example documents will not count towards the page count and can go in the Appendix.

4. **WHAT IS THE EXPECTATION FOR MEETING THE SCHEDULE WITH REGARDS TO THE EARLY CONSTRUCTION PACKAGE LISTED IN THE PROJECT SCHEDULE?**

   The Town is looking to the CMAR Contractor selected to provide suggestions for early construction packages after reviewing the project documents for value engineering ideas that may benefit the cost or schedule of the overall project. This is not a set deadline.

5. **IS THE CMAR CONTRACTOR ALLOWED TO UTILIZE A CAPTURED SUBCONTRACTOR?**

   After the CMAR Contract is awarded, the Contractor may propose the need to identify Captured Subcontractors if a case can be made that benefits the cost or schedule of the overall project. The Town will be part of the prequalification process for any Subcontractors identified if approved.

6. **WHAT IS THE PLAN FOR THE EXISTING CLARIFIERS ONSITE?**

   The existing Clarifiers at the Water Treatment Plant are planned to be included in the demolition plan for the site and backfilled.

7. **WHAT IS THE CONSTRUCTION PLAN FOR THE EXISTING FILTER BUILDING**

   The existing Filter Building at the Water Treatment Plant is planned to be abandoned in place once decommissioned.

8. **WHAT IS THE STATUS OF THE PARCEL BEING PROCURED FOR THE COSNTRUCTION OF THE NEW TREATMENT FACILITY.**

   Town Council approved the purchase and sale agreement for the parcel being procured for the expansion of the Water Treatment Plant at the Nov 21, 2022, Council Meeting.

Evaluation Summary - CMaR WTP Expansion Project

No.	Category	Archer Western	MWH Constructors	Hensel-Phelps
1	Scope	3	4.8	3.8
2	Project Team	4	3.8	4.3
3	Safety Record (EMR/RIR)	3.5	4	4
4	Firm Experience/Quals	3.3	4.3	4
5	Design Phase Cost	3.3	4	4.5
6	Construction Cost	2.8	4.8	4.5
7	VE Ideas	2.5	5	4.3
8	Firm Capability	4	4.3	4
9	CMAR/Construction Performance/References	3.8	4	3
10	Schedule	2.8	4	3.8
		3.3	**4.3**	**4**

TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 6 day of February 2023 (the "Effective Date") by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town") and MWH Constructors, Inc., a Foreign Corporation ("Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, the Town desires to engage the services of Contractor and Contractor desires to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference ("Services"), to the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Compensation. In consideration of Contractor's performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor shall not incur any expense or debt on behalf of the Town

without the Town's prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2023 and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;

2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate;

3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and

4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages

listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. [The Town or Contractor] may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to [Contractor/the other Party]. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 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.

SECTION 7: NOTICE

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail ("email") return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:
Town of Johnstown
Attn: Ellen Hilbig
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: ehilbig@johnstownco.gov

TO CONTRACTOR:
MWH Constructors Headquarters
Attn: Tom Paul
8001 Arista Pl Suite 500,
Broomfield, CO 80021
Email: tom.paul@mwhconstructors.com

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by Contractor in the performance by Contractor of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Town. Failure on the part of the Town to complain of any act or failure to act or to declare Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.12 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, employee or agent of the Town.

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of

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

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Hannah Hill, Town Clerk Matt LeCerf, Town Manager

MWH CONSTRUCTORS, INC

By:_____
Name: Blair Lavoie
Title: President/CEO

STATE OF COLORADO)
) 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

EXHIBIT A
SERVICES

RFP: SCOPE OF DESIGN PHASE SERVICES

The selected CMAR will be provided separate contracts for design phase services and construction phase services with the Town. The design phase services 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.

- 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 site layout efficiencies or phasing of the project that will reduce total costs).
- Assist and participate as a member of the project team through the completion of construction documents providing a project schedule at approximately two or three additional intervals during completion of the drawings and specifications.
- Assist and participate in any early procurement packages identified by the project.
- 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 an 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 the completion and approvals of required permits including building code compliance for the proposed design and construction as needed. 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, 90% 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. The Town also reserves the right to compare the GMP independently to ensure the project cost is reasonable.
- The CMAR firm may be requested to commence construction in phases, before Construction Drawings and Specifications are completed. Therefore, pricing of any individual tasks prior to the GMP construction shall be substantiated as an additional service request basis with the predetermined parameters, process and procedures. Allowances for certain tasks or equipment items may be necessary.
- Other required services for project completion outlined in the CMAR Contract.

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. It is the Town's intention to minimize the final cost to complete project. Any savings will be accrued to the Town. There is potential that alternative funding sources for the Project may become available. 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.

- 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 kick-off meeting: 1 meeting, 4-hours each
  2. Progress Meetings: 1hr each Bi-Weekly – assume 18
  3. Project Design Workshops: 2x each month in person , 3-hours each – assume 18
     a. Schedule & Sequencing Workshop: 60% & 90%
     b. Value Engineering Workshop: 60% & 90%
     c. Risk & Opportunity Assessment Workshop: 60% & 90%
  4. Design Review & Procurement Plan/Packages: 60% & 90% - assume 80 hours
  5. In-house project estimating and other design phase services: - assume 120 hours
     a. 60% Project Budget & Construction Cost Development:
     b. 90% GMP Project Budget & Construction Cost Development:
  6. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.
     a. Condition Assessment for DAF Building Upgrades – assume 40 hrs

  GMP Approach:

  Discuss how the GMP will be determined for construction phase of the project. In addition, included as supplement to the GMP Approach; 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.

C.

COST PROPOSAL

MWH

Building a Better Wor

DESIGN PHASE SERVICES PROPOSED RATES

MWH Constructors

Town of Johnstown, Water Treatment Plant Expansion Project
CMAR Design Phase (Preconstruction) Services - Cost Proposal
Date: Dec. 1, 2022

Design Phase, Preconstruction Services Cost Proposal Summary

Description	Project Executive	Preconstruction Manager	Project Manager	Project Superintendent	Electrical Superintendent	Lead Estimator	Quality Engineer	Safety Engineer	Total
	Tom Paul	*Tom Paul*	*Kane Bormann*	*Tyler Hendrix*	*Victor Ebara*	*Brett Henderson*	*TBD*	*TBD*	
		$187	**$130**	**$127**	**$120**	**$134**	**$95**	**$81**	
1. Project kick-off meeting: 1 meeting, 4-hours each		4	4	4	4	4			20.0
Subtotal (Hours):	0.0	4.0	4.0	4.0	4.0	4.0	0.0	0.0	20.0
Subtotal (Cost):	$0	$749	$519	$508	$482	$535	$0	$0	$2,793
2. Progress Meetings: 1hr each Bi-Weekly – assume 18 meetings		18.0	18.0	9.0	9.0	9.0			63.0
Subtotal (Hours):	0.0	18.0	18.0	9.0	9.0	9.0	0.0	0.0	63.0
Subtotal (Cost):	$0	$3,371	$2,337	$1,143	$1,084	$1,204	$0	$0	$9,139
3. Project Design Workshops: 2x each month in person , 3-hours each – assume 18									0.0
									0.0
a. Schedule & Sequencing Workshop: 60% & 90%		18.0	18.0	9.0	9.0	9.0			63.0
b. Value Engineering Workshop: 60% & 90%		18.0	18.0	9.0	9.0	9.0			63.0
c. Risk & Opportunity Assessment Workshop: 60% & 90%		18.0	18.0	9.0	9.0	9.0			63.0
									0.0
Subtotal (Hours):	0.0	54.0	54.0	27.0	27.0	27.0	0.0	0.0	189.0
Subtotal (Cost):	$0	$10,114	$7,010	$3,429	$3,251	$3,612	$0	$0	$27,416
4. Design Review & Procurement Plan/Packages: 60% & 90% - assume 80 hours									0.0
									0.0
-60%		20.0	20.0	10.0	10.0	8.0	6.0	6.0	80.0
-90%		20.0	20.0	10.0	10.0	8.0	6.0	6.0	80.0
Subtotal (Hours):	0.0	40.0	40.0	20.0	20.0	16.0	12.0	12.0	160.0
Subtotal (Cost):	$0	$7,492	$5,193	$2,540	$2,408	$2,141	$1,138	$978	$21,889
5. In-house project estimating and other design phase services: - assume 120 hours									0.0
									0.0
a. 60% Project Budget & Construction Cost Development:		8.0	8.0	8.0	8.0	88.0			120.0
b. 90% GMP Project Budget & Construction Cost Development:		8.0	8.0	8.0	8.0	88.0			120.0
Subtotal (Hours):	0.0	16.0	16.0	16.0	16.0	176.0	0.0	0.0	240.0
Subtotal (Cost):	$0	$2,997	$2,077	$2,032	$1,926	$23,546	$0	$0	$32,578
6. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.									0.0
									0.0
- General Management, Administrative Services		80.0	180.0	80.0	60.0	20.0	8.0	8.0	436.0
a. Condition Assessment for DAF Building Upgrades – assume 40 hrs.		4.0	12.0	8.0	8.0	8.0			40.0

DESIGN PHASE SERVICES PROPOSED RATES CONTINUED

MWH Constructors

Town of Johnstown, Water Treatment Plant Expansion Project
CMAR Design Phase (Preconstruction) Services - Cost Proposal
Date: Dec. 1, 2022

Design Phase, Preconstruction Services Cost Proposal Summary

Description	Project Executive	Preconstruction Manager	Project Manager	Project Superintendent	Electrical Superintendent	Lead Estimator	Quality Engineer	Safety Engineer	Total
	Tom Paul	*Tom Paul*	*Kane Bormann*	*Tyler Hendrix*	*Victor Ebara*	*Brett Henderson*	*TBD*	*TBD*	
		$187	**$130**	**$127**	**$120**	**$134**	**$95**	**$81**	
Subtotal (Hours):	0.0	84.0	192.0	88.0	68.0	28.0	8.0	8.0	476.0
Subtotal (Cost):	$0	$15,733	$24,925	$11,176	$8,188	$3,746	$759	$652	$65,178
7. Preliminary GMP									0.0
									0.0
Early Work / Long Lead Procurement		8.0	60.0	40.0	16.0	24.0	8.0	8.0	164.0
GMP Work Package Plan Development, Work Package Solicitation, Preparation of GMP		40.0	120.0	120.0	40.0	32.0	10.0	10.0	372.0
Subtotal (Hours):	0.0	48.0	180.0	160.0	56.0	56.0	18.0	18.0	536.0
Subtotal (Cost):	$0	$8,990	$23,367	$20,320	$6,743	$7,492	$1,708	$1,467	$70,086
Totals (Hours):	**0.0**	**264.0**	**504.0**	**324.0**	**200.0**	**316.0**	**38.0**	**38.0**	**1,684.0**
Total Hourly Billable Rate:	**$187**	**$187**	**$130**	**$127**	**$120**	**$134**	**$95**	**$81**	
Total Preconstruction Staff Labor:	**$0**	**$49,446**	**$65,427**	**$41,148**	**$24,081**	**$42,276**	**$3,605**	**$3,096**	**$229,080**

GMP APPROACH

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.***

DESIGN PHASE / PRECONSTRUCTION SERVICES: PROPOSED HOURLY STAFF RATES:

Project Executive – $185.00/HR
Project Manager – $130.00/HR
Assistant Project Manager – $115.00/HR
General Superintendent – $125.00/HR
Superintendent – $115.00/HR
Lead Estimator – $134.00/HR
Estimator – $110.00/HR
Project Engineer – $110.00/HR
Office/Field Engineer – $100.00/HR
SU&C Manager – $145.00/HR
Scheduler – $110.00/HR
Quality Manager – $105.00/HR
Safety Manager – $105.00/HR

CONSTRUCTION PHASE (PRELIMINARY GMP): PROPOSED HOURLY STAFF RATES:

Project Executive – $220.00/HR
Project Manager – $151.00/HR
Assistant Project Manager – $135.00/HR
General Superintendent – $140.00/HR
Superintendent – $130.00/HR
Lead Estimator – $156.00/HR
Estimator – $120.00/HR
Project Engineer – $130.00/HR
Office/Field Engineer – $115.00/HR
SU&C Manager – $160.00/HR
Scheduler – $120.00/HR
Quality Manager – $115.00/HR
Safety Manager – $115.00/HR
BIM / VDC Manager – $120.00/

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.***

MWH proposes a fixed percentage of **3.5%** on top of Cost of Work, excluding bonds and insurance.

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.***

MWH proposes a fixed percentage of **3.0%** on top of Cost of Work, excluding bonds and insurance.

4. ***Describe your approach to developing a cost to complete this project. How will this affect your firm's design input?***

MWH will work openly and in partnership with the Town and Engineer to perform cost estimation services and ultimately to produce a Guaranteed Maximum Proposal(s) for the construction of this project. We believe that all CMAR projects require a baseline construction cost estimate to facilitate thorough and objective decision-making during the course of design for the project to achieve the goal of producing an on-schedule and under budget project. Having a baseline estimate in place for the project will allow for itemized cost-based decision making to be performed. There are several key decisions made early in the project which have compounding implications to final project design once decided upon and cemented into the project's design. As an example, our team will provide input early on with regards to proposed facilities layouts and sizing, routing of utilities, process and key equipment selection, and selection of building materials. As the project evolves from 60% to 90% design, we will support decision-making by providing input and cost estimation services for design alternatives and value engineering ideas.

Once design progresses to the 60% design, MWH will provide further cost estimation services as desired by the Town. The 60% design estimate produced by MWH will be substantiated by detailed quantity take-offs, market-based input for costs of materials and equipment, detailed risk assessment and contingency assessment by means of a risk register, and cost escalation analysis. At the time of the 60% estimate, MWH will prepare several reports to breakdown the estimated cost of construction including estimate reports by facility/building, discipline of work per CSI specification grouping, work phasing , and bid packaging. Following completion and submission of the 60% design OPCC estimate, MWH will prepare a cost summary presentation for the Town and Engineer. In tandem with the 60% estimate, our team will prepare a detailed construction schedule outlining the remaining timelines for design

development, bid packaging and bid processes, GMP development, and construction, including facility start up and commissioning. The project construction schedule will be used to develop and support the estimated durations needed for CMAR project management General Conditions staff.

As the project progresses from 60% design to 90% design, we will prepare a site logistics plan, confirm long lead items, and prepare safety, quality management plans. We recognize that this phase of the project is critical for the identification and avoidance of potential conflicts. MWH understands that preconstruction will be very intense for the first several months, which is why our team is available to begin immediately. We also see as critical during preconstruction the procuring of other early works packages and following the 60% estimate can progress directly into GMP development.

Our team will provide design review between 60%, 90% and final design stages with dedicated focus towards constructability reviews and including review of plans, standard details, and specifications. At the 90% design stage, MWH will produce a final estimate and report. Similar to the 60% stage, the 90% will be supported by detailed take-offs, subcontractor and supplier provided budgetary pricing, detailed risk register, escalation analysis, and General Conditions pricing. Should the Town desire to fast-track the project schedule, MWH can prepare and issue out competitive bid packages for subcontractor and supplier pricing to be incorporated into a 90% design GMP proposal. MWH will advertise and solicit bids for all bid packages identified for the project as competitively bid and/or best-value selection-based scopes of work. Upon receipt of bids, MWH will perform a comparison and analysis of the bids received and will make a recommendation of award for each bid package to the Town for approval. The final selected bid pricing will be incorporated alongside the self-performed scopes of work and General Conditions pricing prepared by MWH into a final GMP proposal for the balance of work. Any scopes of work that are deemed appropriate to defer for bidding due to extended time to complete (e.g., site paving and landscaping, painting and coatings, commissioning and startup) will be allocated into a project allowance and will be bid out at a later date closer to the time of need for construction. The GMP proposal prepared by MWH will include the Direct Cost of Work including subcontracted work, supply of equipment and materials, and self-performed construction by MWH. Additionally, the cost of CMAR General Conditions will be included. MWH will prepare a final project risk register which will itemize and allocate out responsible entities (either CMAR or the Town) for ownership of project risks and will associate estimated costs and probabilities to each risk to build up and determine necessary amounts to be included in the GMP proposal for CMAR Contingency, Owner Allowances, and Owner's Contingency.

5. *Describe contingency, how it is managed, and use of contingency.*

Contingency is the funds to mitigate project risks. During the preconstruction phase and through construction, we will update the project Risk Register. This register captures all risks, mitigation strategies, their costs and also the costs of accepting the risk without mitigation. As a project team we will review the Risk Register and determine which risks are most valid. From this proofing exercise we will be able to determine a budget for contingency. Contingency typically amounts to 3% to 7% of the Cost of Work. We typically see contract terms which allow for contingency to be utilized without permission up to a pre-determined value. Once that threshold is reached then the Town would need to approve contingency utilization. Typical uses for contingency are scope gap, schedule acceleration, rework, trade flow.

6. *Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.*

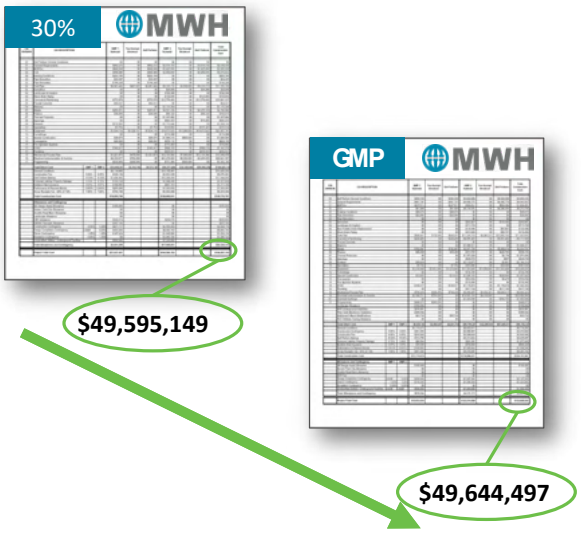
We define Value as equaling Functionality divided by Cost. This allows us to increase the value of a change by providing better functionality, reducing cost, or both. Making a structure smaller or removing scope does not increase value, as these changes reduce function. **Without this relationship, VE is often used as a scope reduction tool that alters design intent instead of identifying overall improvements that can provide cost savings or value.**

Therefore, our team explores all options within the guidelines and considers initial cost, life-cycle cost, operational flexibility, performance, reliability, constructibility, and future expansion considerations. MWH has a proven value engineering process that transparently tracks design alternatives and detailed cost estimates to allow the Town to make informed decisions.

DEVELOPING ACCURATE ESTIMATES

MWH's ability to self-perform, our experience with Colorado subcontractors and suppliers, and our focus on W/WW projects, allows us to accurately prepare detailed estimates for the Town to make informed decisions. We develop full project cost estimates corresponding to each design milestone. However, our team does not wait until each design phase is completed to estimate portions of the project - we maintain constant communication with the design team to update costs in the baseline model to reflect market pricing. MWH uses a Cost Trend Log (CTL) to quantify the scope and cost changes occurring between design deliverables. This is an integral part of developing early cost certainty and provides the baseline for Value Engineering (VE) efforts. Our comparison of the initial estimates to the low bidders for subcontracted work is typically within 4.9%.

RECENT MILESTONE ESTIMATES



On our recent Geren Island WTP project our baseline estimate was only a 0.1% difference from the final GMP.

VALUE ANALYSIS

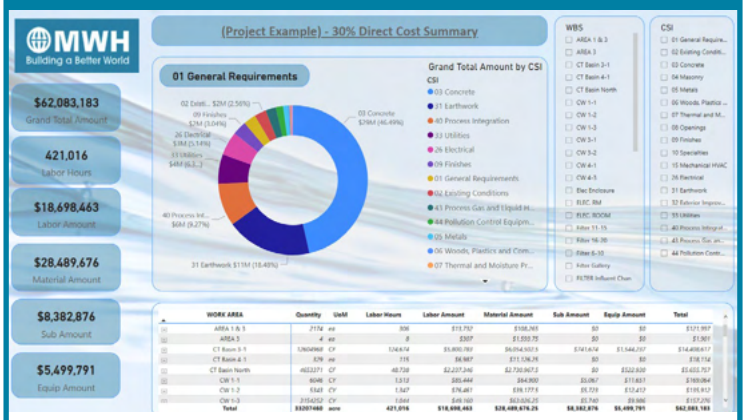
MWH's goal as your CMAR is to deliver your project successfully while identifying opportunities to provide additional value through cost reduction or improvements to the facilities functionality and lifespan. A successful VE analysis identifies opportunities to provide the Town with best value improvements to the Johnstown WTP Expansion project – this is not simply a reduction in cost. Therefore, our team explores all options within the guidelines and considers initial cost, life-cycle cost, operational flexibility, performance, reliability, constructability, and future expansion considerations. MWH has a proven value engineering process that transparently tracks design alternatives and detailed cost estimates to allow the Town to make informed decisions.

EXPERIENCE TRACKING IDENTIFIED SAVINGS FROM VE/CONSTRUCTABILITY TO IMPLEMENTATION

MWH utilizes a variety of tools to track proposed VE and constructability ideas and alternatives through design and GMP development and then into full implementation. Our cost estimates are built to include all potential alternatives for consideration along with the impacts to schedule, cost, and risk elements of the project. MWH utilizes HCSS® for our cost estimates along with a variety of take-off tools to capture an accurate cost estimate.

Proposed VE items are fully priced and included in each cost estimate. We utilize Microsoft Power BI® to capture this data in dashboards for internal and client use and can track cost breakdowns in an interactive dashboard across work packages, structures, design progression, or by VE items. An example of this dashboard is shown to the right. As VE items are either accepted, rejected, or further considered we continue that progression into the next cost model as design progresses further.

SAMPLE POWER BI DASHBOARD TO TRACK VE ITEMS



MWH utilizes Power BI® to capture proposed VE items which are included in each cost estimate

Eventually all VE items are either accepted and implemented into the GMP, or they are rejected from consideration. After final GMP acceptance, costs are tracked by Work Breakdown Structure. So, if we align a particular VE item to a WBS category we can always reconcile that cost element. But any and all savings or value would already be implemented and credited to the project as that VE item is accepted and implemented into the project cost model, and eventually the GMP finalized and accepted. We can easily track implemented VE credits within this cost model and GMP process for the Town's evaluation.

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.***

Lets start with what is the GMP comprised of and how overhead, fee and/or profit are applied. All of the subcontractor bids and MHW self perform work values will be compiled into what is typically called the Cost of Work or COW. The COW doesn't differentiate between labor, materials, and construction equipment. With a value for the Cost of Work established then the overhead and profit percentages are added. This value is then multiplied by the insurance rate as well as the rate for payment and performance bonds. This new value is then added to the Contingency value which is the Guaranteed Maximum Price. MWH is responsible for assuring that the project is built for that value or less. Any unspent GMP is returned to the Town.

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. Include a description and example of the way a "small tool allowance" and expendable tools and parts will be compensated.***

- **Staff vehicles (owned ½-ton trucks) –** $1,400/month
- **Cell phones (owned devices + data plan) –** $100/month
- **Computers & Peripherals (owned devices + software) –** $75/month
- **Office Trailer (Double Wide 24' x 60') –** $2,800/month (to be quoted)
- **Connex Containers –** $200 each/month x 4 each
- **Chemical Toilets –** $120 each/month x 4 each (to be quoted)
- **Recycle & Trash Roll-off Dumpsters –** $400 each/month (to be quoted)
- **Internet Service –** $200/month (to be quoted)
- **Temporary Power Utilities –** $TBD (to be quoted)
- **Office Supplies –** $300/month
- **Printing & Reproduction –** $250/month
- **Jobsite Printer/Copier/Scanner –** $500 each/month x2 each (to be quoted)
- **Postage –** $100/month
- **Coffee, Water, Ice –** $300/month
- **First Aid Kit Replenishment –** $500/month
- **Fire Extinguisher Inspection / Refill –** $100/month

9. ***Describe the approach, general facilities, and basis of compensation for construction and maintenance of a temporary power system during construction.***

During the preconstruction phase we will layout a temporary power system for construction trailers, construction power. With the scope determined we have two options. The first is to negotiate this scope with an electrical contractor, or bid this work out. It has been our experience that it is easiest to include this scope with the electrical bid package, so that the installation, maintenance, and demobilization is taken care of by the electrical contractor in site

10. ***Describe any additional cost elements or factors applied to project labor, materials, equipment or subcontractor's costs to determine the GMP.***

MWH does not have any additional cost to be applied to project labor, materials, equipment, or subcontractor's cost 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.***

- **General Commercial Liability –** 0.22%
- **Automobile –** Included
- **Professional Liability –** 0.22%
- **Pollution Insurance –** 0.22%
- **Builder's Risk –** 0.60%
- **Total for Insurances –** 1.26%

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.***

List out standard P&P rate based on standard warranty period – generally **0.615%** of project cost before bonds for 24 month or less contract duratio

For the Johnstown WTP project our surety provided a rate of **0.77%**.

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.

We will follow the same format as the initial GMP development. Potential credit for general conditions or insurance premium would have to be supported by a significant reduction in project scope and duration. Fee and bond are only billed as cost, therefore reduction in scope pertaining to fee and bonds would be a credit at project closeout. MWH will follow mutually agreeable percentage markups for additional material, labor and equipment.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Subdivision Development and Improvement Agreement – East Ledge Rock Center Subdivision Filing No. 3, Ledge Rock Center, LLC

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement – East Ledge Rock Center Subdivision Filing No. 3, Ledge Rock Center, LLC

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Ledge Rock Center, LLC, has requested approval of a Preliminary/Final Subdivision Plat for a development known as East Ledge Rock Center Subdivision Filing No. 3, encompassing approximately 49.6 acres located south of State Highway 60 and east of the High Plains Boulevard future southern extension.

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 Town-approved development plans and construction plans.

Exhibit B-3 – Special Provisions includes the following additional obligations of the Developer:

- $190,120 cash-in-lieu for the proportional share of the planned West Johnstown Water Tank, calculated on a pro rata cost per proposed single-family equivalent ("SFE").
- Notice of Construction Acceptance of the Public Improvements for this Development, being East Ledge Rock Center Filing No. 3, is contingent on obtaining the Notice of Construction Acceptance of the Public Improvements for East Ledge Rock Center Filing No. 2, being the commercial portion. Such public improvements include, but are not limited

to: sanitary sewer line to the Development, the expansion of Colorado State Highway 60 and the completion of the intersections at Colorado State Highway 60 and High Plains Boulevard and Payton Drive

Staff recommends approval of the agreement to facilitate the appropriate construction of and obligations for the Development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement for East Ledge Rock Center Subdivision Filing No. 3, Ledge Rock Center, LLC

SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement for East Ledge Rock Center Subdivision Filing No. 3

For Denial
I move to deny the Subdivision Development and Improvement Agreement for East Ledge Rock Center Subdivision Filing No. 3

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(East Ledge Rock Center, Filing No. 3)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the "Town") and **Ledge Rock Center, LLC**, a Kansas limited liability company ("Developer").

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as East Ledge Rock Center, Filing No. 3 ("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 intends to approve, the Final Plat by passage of Resolution 2023-____, 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 (defined below) 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.

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

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

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

1.6 **"Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.7 **"District"** shall mean the Ledge Rock Center Residential Metropolitan District No. 2.

1.7 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.8 **"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.

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

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

1.11 **"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, parks, open space, trails and postal service boxes.

1.12 **"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, right-of-way landscaping and irrigation structures, street lighting and signage, and other public facilities and improvements to serve the Development. The Public Improvements include, but are not limited to, the improvements 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**.

1.13 **"Performance Guarantee"** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.14 **"Subdivision Improvements"** shall mean the Public Improvements and Private Improvements.

1.15 **"Town"** shall mean the Town of Johnstown, Colorado.

1.16 **"Town Manager"** shall include the Town Manager and such person's authorized designees.

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 design, construction, installation and improvement of the Public Improvements. Engineering services shall be performed by a professional engineer registered in the State of Colorado. Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, specifications, drawings, estimates, construction administration, and the furnishing of necessary documents in connection therewith, including but

not limited to final engineering drawings, final sewer and water design plans and final drainage plans (the "Civil Engineering Construction Plans").

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

c. **Phasing of the Public Improvements**. Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may be developed in phases provided: (i) such phasing is approved by the Town and is consistent with the subdivision plats, planned unit development plans or site plans and any executed agreements pertaining to the Property; (ii) the phasing plan supports a logical sequence of development such that each phase can function independently or sequentially with a prior phase; and (iii) each sequential phase satisfies the Town's construction standards and specifications. If phasing of the Public Improvements is approved, construction acceptance, financial security and building permit eligibility may be approved or released according to the approved phasing plan. An approved phasing plan may only be modified upon written approval of the Town.

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

e. **Rights-of-Way, Easements and Permits**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of any encumbrances, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and encumbrances, for all land, property and easements dedicated or conveyed to the Town or for public use. Any agreements or easements to which the Town may effectively become a party upon dedication or acceptance of the improvements shall be provided to the Town for review prior to execution of such agreement

or easement and prior to issuance of building permits. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements.

2.2 ***Construction of Public Improvements***

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, 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 materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

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

2.3 ***Engineer's Opinion of Cost and Construction Schedule:*** Developer estimates the cost of the Subdivision Improvements as set forth on the Engineer's Opinion of Cost, attached hereto and incorporated herein by reference as **Exhibit C**. Once construction begins, Developer shall keep the Town informed by periodic 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***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town, to perform all testing of materials or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town.

2.5 ***Inspection***: At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at 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.

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

2.7 ***Performance Guarantee***: To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by 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 the improvements, which cost shall be certified by Developer's professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

3.1 ***Pre- Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Development Plan to the Town. The Development Plan shall contain the proposed Private Improvements for the Development, including a plan for stormwater improvements, an irrigation system, landscaping and soil amendments, fencing, entry-way signage, street signs and posts, street lighting, parks, 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 Development Plan. Developer shall not thereafter modify the approved Development Plan without the written approval of the Town. The Town's review and approval of the Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements.

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 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 contractor. Certification of required soil amendment shall be signed by Developer and provided to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety 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 homeowners.

3.5 ***Replacement of Private Improvements:*** As replacement of the Private Improvements is necessary and warranted over time, including but not limited to decorative light fixtures, decorative street signs and all other decorative amenities in the Development, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or the 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 ***Notice of Construction Acceptance***: Developer shall make written application to the Town for acceptance of the Public Improvements and for review of the Private Improvements, within thirty (30) days of the completion date of the Subdivision Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete. With respect to the Public Improvements, among other documents that may be required by the Town, the written application shall include one set of reproducible "as built" drawings and an affidavit executed by Developer affirming that the Public Improvements have been paid in full, certifying the final construction costs and including documentary evidence of the construction costs. If the Town requests, Developer shall provide lien waivers, or other acceptable assurance, from all subcontractors, suppliers and materialmen who have furnished labor, material or services for the design, construction or installation of the 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 a Notice of Construction 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, upon coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in compliance with the Approved Plans, subject to any changes that have been approved or required by the Town. After curing the defects and matters set forth on the punch list, Developer shall make a renewed written application to the Town for re-inspection of the 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 the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by 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 the issuance of the Notice of Construction Acceptance and Final Acceptance of the Public Improvements.

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements. In which case, at the Town's discretion, 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, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense and shall ensure that the installed landscaping is established. If, within ten (10) days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any

time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

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

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

5.6 ***Homeowners Association or Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer may establish a homeowners' association for the Development or delegate covenant enforcement and design review services to the District. If a homeowners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association which shall be recorded with the Weld County Clerk and Recorder.

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

WATER AND SEWER SERVICE

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

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, 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 District shall own and maintain any stormwater infrastructure for the Development. Developer shall provide the Town with a proposed operations and maintenance manual" for the stormwater infrastructure for review and approval concurrently with the Civil Engineering Construction Plans. Upon approval, the District shall execute an operations and maintenance agreement with the Town addressing, among other issues, notification and remedies related to the operations, maintenance and repair of the stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance.

BUILDING PERMITS

7.1 The Town shall not issue building permits 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 Notice of Construction 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) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) the District has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) if Developer does not delegate covenant enforcement and design review services to the District, Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (9) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, 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 Construction activity shall occur only during the times set forth in the Code.

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

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

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

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

8.6 Developer shall ensure that Developer's subcontractors cooperate with the Town's construction inspectors in all manners. 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 and any other duly executed 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 the Code, the Town's zoning ordinances, subdivision regulations, landscape guidelines and construction standards and specifications and the Johnstown Design Guidelines or, if operative with respect to the Development, the approved design guidelines.

9.3 Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to the District. The open spaces, parks, and trails shall be available for public use.

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

9.5 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, 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 Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance

shall be in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

10.3 ***Drainage Liability***: 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.

10.5 ***Use Tax***: Developer shall pay all applicable use tax due and owing to the Town prior to the commencement of construction.

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

10.6 ***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, its employees, or agents, or any other person acting on behalf of the Town and, in particular, the 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 Performance Guarantee or Maintenance Guarantee.

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

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such 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 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 the Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

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

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

13.3 ***Recording of Agreement***: This Agreement shall be recorded 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.

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 electronic mail delivery, but only upon confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested, postage prepaid and addressed as follows:

TO DEVELOPER:

Ledge Rock Center, LLC
Attn: Michael Schlup
13725 Metcalf Ave #337
Overland Park, KS 66223
Email: mikeschlup@corbinpark.com

with a copy to:

Allen D. Schlup, Esq.
A.D. Schlup Law, LLC
10950 W. 192nd PL
Spring Hill, KS 66083
allen.schlup@adschluplaw.com

TO TOWN:

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

with a copy to:

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

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. If, after such time, no reasonable and substantial efforts have commenced to construct the Subdivision Improvements, as determined by the Town at its sole discretion, said plat may be vacated by action of the Town.

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 the County of Weld, State of 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, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements shall not have any right of action under this Agreement.

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, pandemic or epidemic 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 20 day of January, 2023.

LEDGE ROCK CENTER, LLC

By: Michel Schlup
Name: Michel Schlup
Title: Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this 20 day of January, 2023, by Michel Schlup, as the managing member of Ledge Rock Center, LLC.

WITNESS my hand and official seal.

My commission expires:

Nancy E. Zellmer
Notary Public
State of Kansas
My Appt. Exp. 6-20-23

Nancy Zellmer
Notary Public

THE DISTRICT HEREBY AGREES TO AND APPROVES THE DISTRICT'S OBLIGATIONS SET FORTH IN THE AGREEMENT:

LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO. 2

By: _____
Name: Amy Carroll
Title: President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 20 day of January, 2023, by Amy Carroll, as the President of the Ledge Rock Center Residential Metropolitan District No. 2.

WITNESS my hand and official seal.

My commission expires:

Nancy E. Zellmer
Notary Public
State of Kansas
My Appt. Exp. 6-20-23

Nancy Zellmer
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(East Ledge Rock Center, Filing No. 3)

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:	Engineer's Opinion of Cost
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

LEGAL DESCRIPTION
(Property)

A PARCEL OF LAND BEING TRACT D, TRACT E AND TRACT G EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; CONTAINING APPROXIMATELY 49.787 ACRES, MORE OR LESS.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

A SUBDIVISION OF
TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Item #14.

SHEET INDEX:

SHEET 1: COVER AND OVERALL PLAT
SHEET 2: TRACT D & E SUBDIVISION DETAIL AND ADDITIONAL NOTES
SHEET 3: TRACT G SUBDIVISION DETAIL

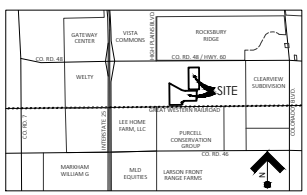
PURPOSE STATEMENT

THIS PLAT SUBDIVIDES TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO.2 AND DEDICATES RIGHT OF WAY.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO;

CONTAINING 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.



VICINITY MAP
Scale 1" = 3,500'

MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

N
0 75 150 300
SCALE 1" = 150'

OUTLOT SUMMARY CHART

PARCEL	OWNERSHIP	MAINTENANCE	USE
OUTLOT A	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, POCKET PARK
OUTLOT B	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT C	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT D	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT E	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT F	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT G	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT H	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, LANDSCAPE BUFFER
OUTLOT J	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	OPEN SPACE, POCKET PARK

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSON BY THESE PRESENT THAT LEDGE ROCK CENTER, LLC ___.
BEING THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND BEING TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.

HAS SURVEYED, LAID OUT, SUBDIVIDED, AND PLATTED THE SAME INTO RIGHT-OF-WAY, TRACTS, BLOCKS, LOTS AND OUTLOTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, 20__.

LEDGE ROCK CENTER, LLC

BY: _____
MICHEL SCHLUP, MEMBER

NOTARIAL:

STATE OF _____)
SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20___ A.D.

BY _____ AS _____ OF

WITNESS MY HAND AND OFFICIAL SEAL:

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TOWN APPROVAL:

THIS PLAT, TO BE KNOWN AS EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3, 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 _____ 20___.

BY: _____ ATTEST: _____;
MAYOR TOWN CLERK

SURVEYING CERTIFICATE:

I, CAMERON M. WATSON, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3 BEING A SUBDIVISION OF TRACTS C AND D OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2 WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS _____ DAY OF _____, 2022.

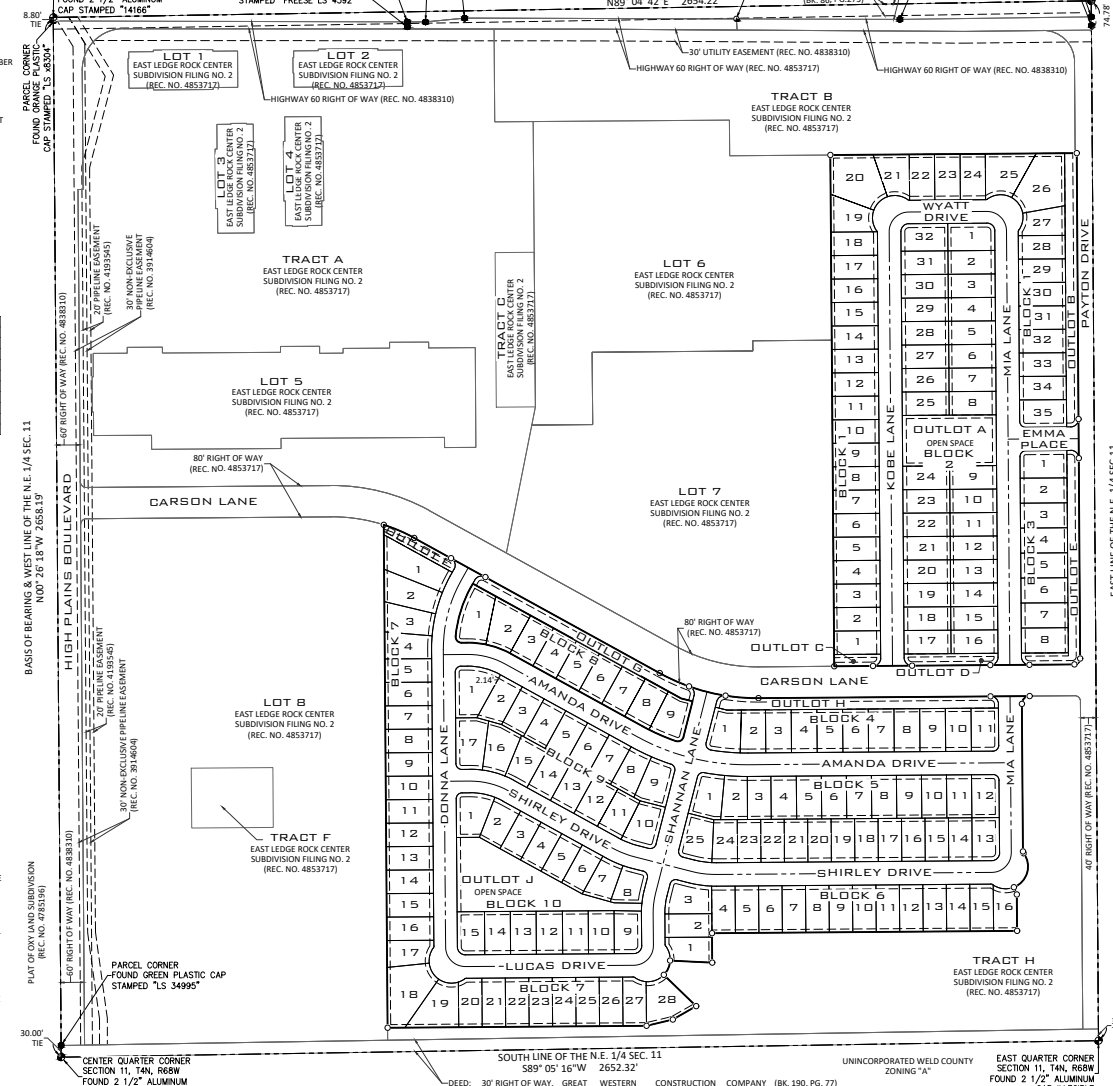
CAMERON M. WATSON, PLS
COLORADO LICENSE NUMBER 38311
FOR AND ON BEHALF OF POINT CONSULTING, LLC
8460 W KEN CARYL AVE
LITTLETON, CO 80128
(702) 258-6836
cwatson@pnt-llc.com

SURVEYOR'S NOTES:

1. 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 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POINT CONSULTING, LLC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POINT CONSULTING, LLC RELIED UPON THE FOLLOWING TWO (2) TITLE COMMITMENTS
   - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:
   ORDER NO. FCC25186901-3, EFFECTIVE DATE OF MAY 25, 2021 AT 5:00 P.M.
   - CHICAGO TITLE OF COLORADO:
   ORDER NO. C2070545-100-1EM-CPF, EFFECTIVE DATE OF MARCH 18, 2022.
3. PUBLISHED PROPERTY ADDRESS:
   VACANT LAND, CO.
4. THE SUBJECT PROPERTY CONTAINS 2,168,741 SQUARE FEET OR 49.787 ACRES, MORE OR LESS.
5. UNIT OF MEASURE: DISTANCES SHOWN HEREON ARE U.S. SURVEY FOOT.
6. BASIS OF BEARINGS: BEING THE WEST SECTION LINE OF THE NORTHEAST ONE-QUARTER SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON AS N00°26'18"W.
7. FLOOD ZONE DESIGNATION: ACCORDING TO FLOOD INSURANCE RATE MAP (F.I.R.M.) NUMBER 08069C1405G, WITH AN EFFECTIVE DATE OF JANUARY 15, 2021, THE ENTIRE PROPERTY LIES ENTIRELY WITHIN THE FOLLOWING ZONE DESIGNATION:ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GENERAL NOTES:

1. 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.
2. 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.



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PLANNING
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LAND SURVEYING

PREPARED UNDER DIRECT AND SUPERVISION OF CAMERON M. WATSON COLORADO LICENSE NO. 38311 FOR AND ON BEHALF OF POINT CONSULTING,LLC

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
JOHNSTOWN, COLORADO

DATE	DESCRIPTION
10.11.2022	ORIGINAL PREPARATION
11.08.2022	TOWN COMMENTS

PLAT EXHIBIT | JOB NO. 21.022

SHEET 1 / 3

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

A SUBDIVISION OF
TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Item #14.

SHEET INDEX:

SHEET 1: COVER AND OVERALL PLAT
SHEET 2: TRACTS D & E SUBDIVISION DETAIL AND ADDITIONAL NOTES
SHEET 3: TRACT G SUBDIVISION DETAIL

GENERAL PLAT NOTES:

1. FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON SITE.
2. THE DIRECTOR'S PARCEL FOR LEDGE ROCK CENTER RESIDENTIAL METROPOLITAN DISTRICT NO 2 PREVIOUSLY DESIGNATED AS TRACT E OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2 HAS BEEN REPLATTED AS OUTLOT A AND REMAINS FOR THE PURPOSE OF LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE AND OWNED BY THE APPROPRIATE DISTRICT BOARD OF DIRECTORS.
3. OUTLOTS B, C, D, E, F, G, H, AND J ARE TO BE OWNED BY AN OWNERS ASSOCIATION AS OPEN SPACE FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.
4. UTILITY EASEMENTS DEPICTED ALONG THE BACK AND SIDES OF INDIVIDUAL LOTS ARE TO BE 8' IN WIDTH EXCEPT ALONG ADJOINING RIGHT-OF-WAYS.
5. UTILITY EASEMENTS DEPICTED ALONG THE FRONTAGE OF LOTS AND LOT LINES ADJOINING RIGHT-OF-WAYS ARE TO BE 10' IN WIDTH.
6. CURVE RADIUSES MAKING UP THE EXTENTS OF PERPENDICULAR ROADWAY INTERSECTIONS ARE NOMINALLY 15', EXCEPT FOR WHEN AN 80' RIGHT-OF-WAY IS INVOLVED AND THE NOMINAL RADIUS IS 20'.
7. LOT LINES ARE PERPENDICULAR TO EACH OF THEIR ADJOINING LOT LINES UNLESS OTHERWISE NOTED WITH A BEARING CALL.

ADDITIONAL PLAT NOTES:

1. MAINTENANCE NOTE: MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
2. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN 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 OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

CURVE TABLE - THIS SHEET

TAG #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.40'	20.00'	89°57'33"	S44°34'57"W	28.27'
C2	31.43'	20.00'	90°02'27"	S45°25'05"E	28.29'
C3	23.56'	15.00'	90°00'00"	N45°26'18"W	21.21'
C4	23.56'	15.00'	90°00'00"	N44°33'42"E	21.21'
C5	5.01'	8.00'	35°54'44"	N17°31'04"E	4.93'
C6	45.27'	57.00'	45°30'03"	S12°43'24"W	44.09'
C7	50.49'	57.00'	50°45'14"	S35°24'14"E	48.86'
C8	65.23'	57.00'	65°34'11"	N86°26'04"E	61.73'
C9	5.01'	8.00'	35°54'44"	N71°36'20"E	4.93'
C10	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C11	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C12	5.01'	8.00'	35°54'44"	S72°28'56"E	4.93'
C13	54.19'	57.00'	54°28'33"	S81°45'51"E	52.18'
C14	50.49'	57.00'	50°45'14"	N45°37'16"E	48.86'
C15	56.30'	57.00'	56°35'41"	N08°03'11"W	54.04'
C16	2.03'	8.00'	14°32'28"	N29°04'48"W	2.02'
C17	2.98'	8.00'	21°22'15"	N11°07'26"W	2.97'
C18	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C19	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C20	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C21	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'

N

0 37.5 75 150
SCALE 1" = 75'

Parcel Table

Parcel #	SQ. FT.	ACRES
BLOCK 1 LOT 1	7,145	0.164
BLOCK 1 LOT 2	7,145	0.164
BLOCK 1 LOT 3	7,145	0.164
BLOCK 1 LOT 4	7,145	0.164
BLOCK 1 LOT 5	7,145	0.164
BLOCK 1 LOT 6	7,145	0.164
BLOCK 1 LOT 7	7,145	0.164
BLOCK 1 LOT 8	7,145	0.164
BLOCK 1 LOT 9	7,145	0.164
BLOCK 1 LOT 10	7,145	0.164
BLOCK 1 LOT 11	7,145	0.164
BLOCK 1 LOT 12	7,145	0.164
BLOCK 1 LOT 13	7,145	0.164
BLOCK 1 LOT 14	7,145	0.164
BLOCK 1 LOT 15	7,145	0.164
BLOCK 1 LOT 16	7,145	0.164
BLOCK 1 LOT 17	7,145	0.164
BLOCK 1 LOT 18	7,145	0.164
BLOCK 1 LOT 19	8,368	0.192
BLOCK 1 LOT 20	15,619	0.359
BLOCK 1 LOT 21	8,055	0.185
BLOCK 1 LOT 22	7,569	0.174
BLOCK 1 LOT 23	7,682	0.176
BLOCK 1 LOT 24	7,569	0.174
BLOCK 1 LOT 25	10,805	0.248
BLOCK 1 LOT 26	15,472	0.355
BLOCK 1 LOT 27	7,478	0.172
BLOCK 1 LOT 28	7,200	0.165
BLOCK 1 LOT 29	7,200	0.165
BLOCK 1 LOT 30	7,200	0.165

Parcel Table

Parcel #	SQ. FT.	ACRES
BLOCK 1 LOT 31	7,200	0.165
BLOCK 1 LOT 32	7,200	0.165
BLOCK 1 LOT 33	7,200	0.165
BLOCK 1 LOT 34	7,200	0.165
BLOCK 1 LOT 35	8,352	0.192
BLOCK 2 LOT 1	8,314	0.191
BLOCK 2 LOT 2	7,200	0.165
BLOCK 2 LOT 3	7,200	0.165
BLOCK 2 LOT 4	7,200	0.165
BLOCK 2 LOT 5	7,200	0.165
BLOCK 2 LOT 6	7,200	0.165
BLOCK 2 LOT 7	7,200	0.165
BLOCK 2 LOT 8	7,200	0.165
BLOCK 2 LOT 9	7,200	0.165
BLOCK 2 LOT 10	7,200	0.165
BLOCK 2 LOT 11	7,200	0.165
BLOCK 2 LOT 12	7,200	0.165
BLOCK 2 LOT 13	7,200	0.165
BLOCK 2 LOT 14	7,200	0.165
BLOCK 2 LOT 15	7,200	0.165
BLOCK 2 LOT 16	7,200	0.165
BLOCK 2 LOT 17	7,200	0.165
BLOCK 2 LOT 18	7,200	0.165
BLOCK 2 LOT 19	7,200	0.165
BLOCK 2 LOT 20	7,200	0.165
BLOCK 2 LOT 21	7,200	0.165
BLOCK 2 LOT 22	7,200	0.165
BLOCK 2 LOT 23	7,200	0.165
BLOCK 2 LOT 24	7,200	0.165
BLOCK 2 LOT 25	7,200	0.165

Parcel Table

Parcel #	SQ. FT.	ACRES
BLOCK 2 LOT 26	7,200	0.165
BLOCK 2 LOT 27	7,200	0.165
BLOCK 2 LOT 28	7,200	0.165
BLOCK 2 LOT 29	7,200	0.165
BLOCK 2 LOT 30	7,200	0.165
BLOCK 2 LOT 31	7,200	0.165
BLOCK 2 LOT 32	8,314	0.191
BLOCK 3 LOT 1	8,352	0.192
BLOCK 3 LOT 2	7,662	0.176
BLOCK 3 LOT 3	7,662	0.176
BLOCK 3 LOT 4	7,662	0.176
BLOCK 3 LOT 5	7,662	0.176
BLOCK 3 LOT 6	7,662	0.176
BLOCK 3 LOT 7	7,662	0.176
BLOCK 3 LOT 8	7,693	0.177
BLOCK 4 LOT 1	8,589	0.197
BLOCK 4 LOT 2	6,981	0.160
BLOCK 4 LOT 3	7,227	0.166
BLOCK 4 LOT 4	7,227	0.166
BLOCK 4 LOT 5	7,227	0.166
BLOCK 4 LOT 6	7,227	0.166
BLOCK 4 LOT 7	7,227	0.166
BLOCK 4 LOT 8	7,227	0.166
BLOCK 4 LOT 9	7,227	0.166
BLOCK 4 LOT 10	7,227	0.166
BLOCK 4 LOT 11	7,652	0.176
BLOCK 5 LOT 1	8,484	0.195
BLOCK 5 LOT 2	7,054	0.162
BLOCK 5 LOT 3	6,653	0.153
BLOCK 5 LOT 4	7,150	0.164

Parcel Table

Parcel #	SQ. FT.	ACRES
BLOCK 5 LOT 5	7,040	0.162
BLOCK 5 LOT 6	7,040	0.162
BLOCK 5 LOT 7	7,040	0.162
BLOCK 5 LOT 8	7,040	0.162
BLOCK 5 LOT 9	7,040	0.162
BLOCK 5 LOT 10	7,040	0.162
BLOCK 5 LOT 11	7,040	0.162
BLOCK 5 LOT 12	7,652	0.176
BLOCK 5 LOT 13	7,614	0.175
BLOCK 5 LOT 14	6,600	0.152
BLOCK 5 LOT 15	6,600	0.152
BLOCK 5 LOT 16	6,600	0.152
BLOCK 5 LOT 17	6,600	0.152
BLOCK 5 LOT 18	6,600	0.152
BLOCK 5 LOT 19	6,600	0.152
BLOCK 5 LOT 20	6,600	0.152
BLOCK 5 LOT 21	6,600	0.152
BLOCK 5 LOT 22	6,600	0.152
BLOCK 5 LOT 23	6,600	0.152
BLOCK 5 LOT 24	6,918	0.159
BLOCK 5 LOT 25	8,761	0.201
BLOCK 6 LOT 1	7,094	0.163
BLOCK 6 LOT 2	7,200	0.165
BLOCK 6 LOT 3	8,990	0.206
BLOCK 6 LOT 4	7,201	0.165
BLOCK 6 LOT 5	7,200	0.165
BLOCK 6 LOT 6	7,200	0.165
BLOCK 6 LOT 7	7,200	0.165
BLOCK 6 LOT 8	7,200	0.165
BLOCK 6 LOT 9	7,200	0.165

Parcel Table

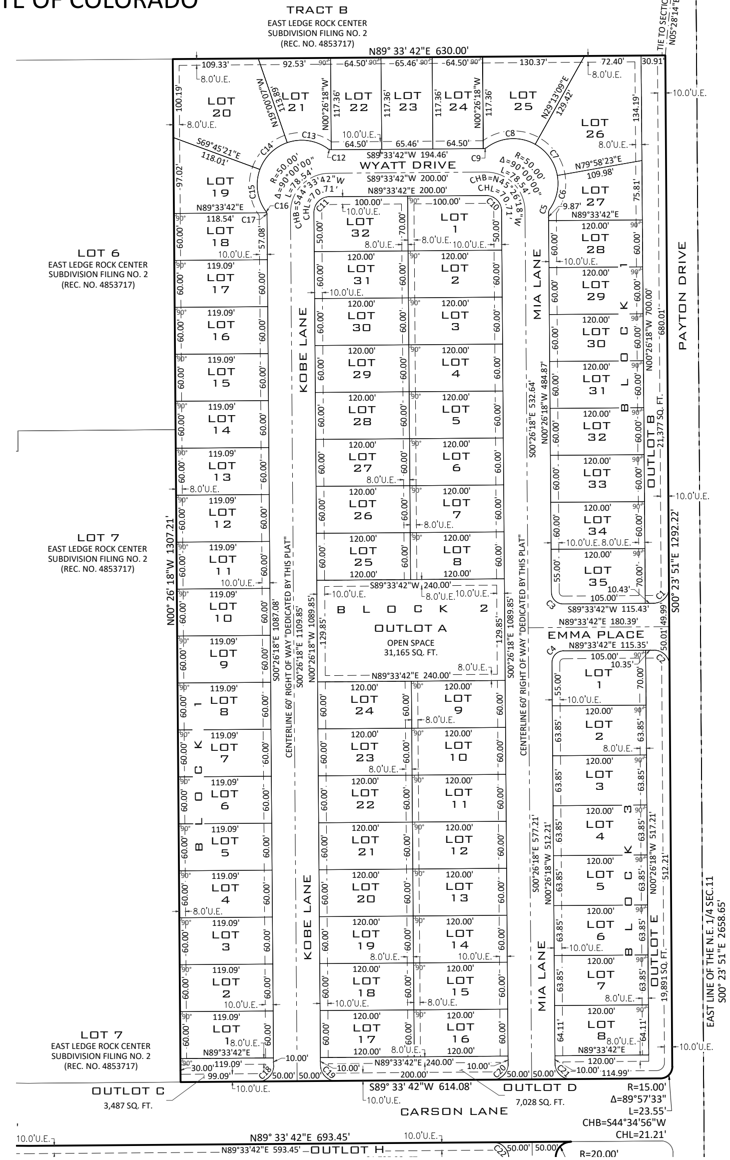
Parcel #	SQ. FT.	ACRES
BLOCK 6 LOT 10	7,200	0.165
BLOCK 6 LOT 11	7,200	0.165
BLOCK 6 LOT 12	7,200	0.165
BLOCK 6 LOT 13	7,200	0.165
BLOCK 6 LOT 14	7,200	0.165
BLOCK 6 LOT 15	7,195	0.165
BLOCK 6 LOT 16	6,548	0.150
BLOCK 7 LOT 1	12,278	0.282
BLOCK 7 LOT 2	9,971	0.229
BLOCK 7 LOT 3	8,490	0.195
BLOCK 7 LOT 4	7,679	0.176
BLOCK 7 LOT 5	7,200	0.165
BLOCK 7 LOT 6	7,200	0.165
BLOCK 7 LOT 7	7,200	0.165
BLOCK 7 LOT 8	7,200	0.165
BLOCK 7 LOT 9	7,200	0.165
BLOCK 7 LOT 10	7,200	0.165
BLOCK 7 LOT 11	7,200	0.165
BLOCK 7 LOT 12	7,200	0.165
BLOCK 7 LOT 13	7,200	0.165
BLOCK 7 LOT 14	7,200	0.165
BLOCK 7 LOT 15	7,200	0.165
BLOCK 7 LOT 16	7,200	0.165
BLOCK 7 LOT 17	7,214	0.166
BLOCK 7 LOT 18	15,043	0.345
BLOCK 7 LOT 19	11,173	0.256
BLOCK 7 LOT 20	7,398	0.170
BLOCK 7 LOT 21	7,500	0.172
BLOCK 7 LOT 22	7,500	0.172
BLOCK 7 LOT 23	7,500	0.172

Parcel Table

Parcel #	SQ. FT.	ACRES
BLOCK 7 LOT 24	7,500	0.172
BLOCK 7 LOT 25	7,500	0.172
BLOCK 7 LOT 26	7,500	0.172
BLOCK 7 LOT 27	7,258	0.167
BLOCK 7 LOT 28	10,215	0.234
BLOCK 8 LOT 1	10,876	0.250
BLOCK 8 LOT 2	9,591	0.220
BLOCK 8 LOT 3	7,370	0.169
BLOCK 8 LOT 4	7,370	0.169
BLOCK 8 LOT 5	7,370	0.169
BLOCK 8 LOT 6	7,370	0.169
BLOCK 8 LOT 7	7,370	0.169
BLOCK 8 LOT 8	7,568	0.174
BLOCK 8 LOT 9	8,527	0.196
BLOCK 9 LOT 1	11,249	0.258
BLOCK 9 LOT 2	7,503	0.172
BLOCK 9 LOT 3	6,985	0.160
BLOCK 9 LOT 4	6,985	0.160
BLOCK 9 LOT 5	6,985	0.160
BLOCK 9 LOT 6	6,985	0.160
BLOCK 9 LOT 7	6,985	0.160
BLOCK 9 LOT 8	7,038	0.162
BLOCK 9 LOT 9	8,460	0.194
BLOCK 9 LOT 10	8,736	0.201
BLOCK 9 LOT 11	7,333	0.168
BLOCK 9 LOT 12	7,535	0.173
BLOCK 9 LOT 13	7,535	0.173
BLOCK 9 LOT 14	7,535	0.173
BLOCK 9 LOT 15	7,697	0.177
BLOCK 9 LOT 16	9,070	0.208

Parcel Table

Parcel #	SQ. FT.	ACRES
BLOCK 9 LOT 17	9,943	0.228
BLOCK 10 LOT 1	8,913	0.205
BLOCK 10 LOT 2	7,379	0.169
BLOCK 10 LOT 3	6,600	0.152
BLOCK 10 LOT 4	6,600	0.152
BLOCK 10 LOT 5	6,600	0.152
BLOCK 10 LOT 6	6,600	0.152
BLOCK 10 LOT 7	6,716	0.154
BLOCK 10 LOT 8	6,487	0.149
BLOCK 10 LOT 9	7,554	0.173
BLOCK 10 LOT 10	7,260	0.167
BLOCK 10 LOT 11	7,260	0.167
BLOCK 10 LOT 12	7,395	0.170
BLOCK 10 LOT 13	7,260	0.167
BLOCK 10 LOT 14	7,260	0.167
BLOCK 10 LOT 15	7,614	0.175
OUTLOT A	31,165	0.715
OUTLOT B	21,377	0.491
OUTLOT C	3,487	0.080
OUTLOT D	7,028	0.161
OUTLOT E	19,891	0.457
OUTLOT F	5,911	0.136
OUTLOT G	19,122	0.439
OUTLOT H	21,735	0.499
OUTLOT J	45,651	1.048
ROW NORTH	169,305	3.887
ROW SOUTH	337,019	7.737



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PREPARED UNDER THE DIRECT SUPERVISION OF CAMERON M. WATSON COLORADO LICENSE NO. 38311 FOR AND ON BEHALF OF POINT CONSULTING, LLC

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
JOHNSTOWN, COLORADO

JOB NO. 21.022

DATE	DESCRIPTION
10.11.2022	ORIGINAL PREPARATION
11.08.2022	TOWN COMMENTS

TRACTS D & E RESUBDIVISION

SHEET 2/3

Item #14.

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

A SUBDIVISION OF
TRACTS D, E, AND G OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2,
SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX:

SHEET 1: COVER AND OVERALL PLAT
SHEET 2: TRACT D & E SUBDIVISION DETAIL AND ADDITIONAL NOTES
SHEET 3: TRACT G SUBDIVISION DETAIL

CURVE TABLE - THIS SHEET

TAG #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C18	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C19	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C20	31.42'	20.00'	90°00'00"	S44°33'42"W	28.28'
C21	31.42'	20.00'	90°00'00"	N45°26'18"W	28.28'
C22	31.42'	20.00'	90°00'00"	S45°26'17"E	28.28'
C23	23.56'	15.00'	90°00'00"	N44°33'42"E	21.21'
C24	23.56'	15.00'	90°00'00"	N45°26'18"W	21.21'
C25	31.42'	20.00'	90°00'00"	N44°33'42"E	28.28'
C26	55.24'	57.00'	55°31'50"	N83°53'37"W	53.11'
C27	1.59'	57.00'	1°36'08"	N55°19'38"W	1.59'
C28	5.01'	8.00'	35°54'44"	N72°28'56"W	4.93'
C29	11.96'	220.00'	3°06'50"	S88°52'53"E	11.95'
C30	44.80'	220.00'	11°40'05"	S81°29'25"E	44.73'
C31	23.56'	15.00'	90°00'00"	S30°39'23"E	21.21'
C32	23.56'	15.00'	90°00'00"	S59°20'37"W	21.21'
C33	46.52'	220.00'	12°06'56"	S69°35'54"E	46.43'
C34	9.14'	220.00'	2°22'47"	S62°21'03"E	9.14'
C35	46.27'	280.00'	9°28'04"	N65°53'41"W	46.22'
C36	24.57'	280.00'	5°01'40"	N73°08'33"W	24.56'
C37	23.56'	15.00'	90°00'00"	N30°39'23"W	21.21'
C38	33.66'	230.00'	8°23'11"	N10°09'02"E	33.63'
C39	5.65'	230.00'	1°24'26"	N00°15'55"E	5.65'
C40	31.42'	20.00'	90°00'00"	N44°33'42"E	28.28'
C41	12.85'	280.00'	2°37'49"	N89°07'23"W	12.85'
C42	59.38'	280.00'	12°09'06"	N81°43'56"W	59.27'
C43	23.56'	15.00'	90°00'00"	S59°20'37"W	21.21'
C44	43.86'	170.00'	14°46'55"	S06°57'10"W	43.74'
C45	5.01'	8.00'	35°54'44"	S18°23'40"E	4.93'
C46	39.06'	57.00'	39°15'37"	S16°43'13"E	38.30'
C47	49.97'	57.00'	50°13'43"	S69°08'39"W	48.38'
C48	31.05'	57.00'	31°12'55"	N70°08'02"W	30.67'
C49	5.01'	8.00'	35°54'44"	N72°28'56"W	4.93'
C50	5.01'	8.00'	35°54'44"	S71°36'20"W	4.93'
C51	18.18'	57.00'	18°16'30"	S62°47'14"W	18.10'
C52	52.73'	57.00'	53°00'26"	N81°34'18"W	50.87'
C53	48.99'	57.00'	49°14'55"	N30°26'38"W	47.50'
C54	41.08'	57.00'	41°17'36"	N14°49'38"E	40.20'
C55	5.01'	8.00'	35°54'44"	N17°31'04"	4.93'
C56	31.42'	20.00'	90°00'00"	S45°26'18"E	28.28'
C57	23.56'	15.00'	90°00'00"	S44°33'42"W	21.21'
C58	64.82'	170.00'	21°50'45"	N79°30'55"W	64.43'
C59	22.05'	170.00'	7°25'53"	N64°52'36"W	22.03'
C60	26.10'	230.00'	6°30'05"	S64°24'42"E	26.08'
C61	59.97'	230.00'	14°56'21"	S75°07'54"E	59.80'
C62	31.46'	230.00'	7°50'13"	S86°31'11"E	31.44'
C63	23.56'	15.00'	90°00'00"	S45°26'18"E	21.21'
C64	23.56'	15.00'	90°00'00"	S44°33'42"W	21.21'
C65	89.00'	170.00'	29°59'50"	N75°26'23"W	87.99'
C66	65.73'	230.00'	16°22'29"	S70°11'27"E	65.51'
C67	48.41'	230.00'	12°03'37"	S84°24'30"E	48.32'
C68	25.13'	15.00'	95°58'59"	S42°26'48"E	22.29'
C69	132.13'	325.00'	23°17'39"	S17°11'31"W	131.22'
C70	31.42'	20.00'	90°00'00"	N73°50'21"E	28.28'
C71	31.42'	20.00'	90°00'00"	S16°09'39"E	28.28'
C72	47.07'	385.00'	7°00'18"	N25°20'12"E	47.04'
C73	57.09'	385.00'	8°29'46"	N17°35'10"E	57.04'
C74	57.09'	385.00'	8°29'46"	N09°05'24"E	57.04'
C75	35.48'	385.00'	5°16'49"	N02°12'07"E	35.47'
C76	57.45'	610.00'	5°23'47"	N63°51'33"W	57.43'
C77	52.91'	610.00'	4°58'12"	N69°02'33"W	52.90'
C78	22.48'	15.00'	85°52'16"	N28°35'31"W	20.44'
C79	22.48'	15.00'	85°52'16"	S57°16'45"W	20.44'
C80	52.91'	610.00'	4°58'12"	N82°16'13"W	52.90'
C81	58.12'	610.00'	5°27'32"	N87°29'04"W	58.10'
C82	2.39'	610.00'	0°13'28"	S89°40'26"W	2.39'
C83	20.22'	550.00'	2°06'24"	S89°23'06"E	20.22'
C84	75.36'	550.00'	7°51'01"	S84°24'23"E	75.30'
C85	24.83'	15.00'	94°49'30"	S33°04'08"E	22.09'
C86	29.53'	20.00'	84°36'30"	N56°38'53"E	26.92'
C87	84.40'	515.00'	9°23'25"	S85°44'36"E	84.31'
C88	29.55'	20.00'	84°40'00"	S27°59'23"E	26.94'
C89	82.35'	515.00'	9°09'43"	S65°44'31"E	82.26'
C90	24.83'	15.00'	94°49'30"	N61°45'22"E	22.09'
C91	74.67'	550.00'	7°46'44"	S66°56'31"E	74.62'
C92	18.16'	550.00'	1°53'29"	S62°06'24"E	18.16'
C93	20.03'	230.00'	4°59'19"	N03°27'47"E	20.02'

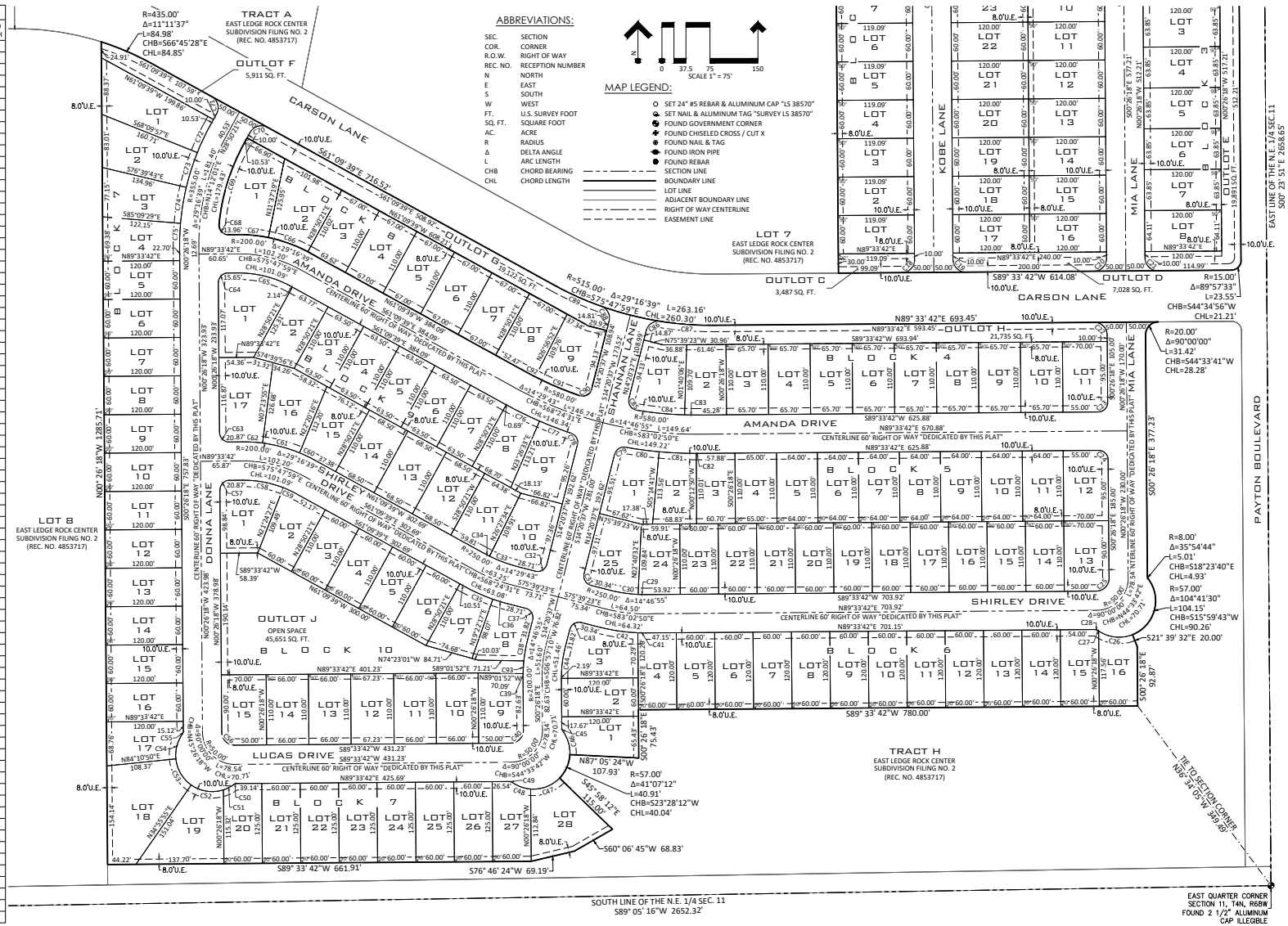
ABBREVIATIONS:

SEC.	SECTION
COR.	CORNER
R.O.W.	RIGHT OF WAY
REC. NO.	RECEPTION NUMBER
N	NORTH
E	EAST
S	SOUTH
W	WEST
FT.	U.S. SURVEY FOOT
SQ. FT.	SQUARE FOOT
AC.	ACRE
R	RADIUS
Δ	DELTA ANGLE
L	ARC LENGTH
CHB	CHORD BEARING
CHL	CHORD LENGTH

MAP LEGEND:

- SET 24" #5 REBAR & ALUMINUM CAP "LS 38570"
- SET NAIL & ALUMINUM TAG "SURVEY LS 38570"
- FOUND GOVERNMENT CORNER
- FOUND CHISELED CROSS / CUT X
- FOUND NAIL & TAG
- FOUND IRON PIPE
- FOUND REBAR
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT BOUNDARY LINE
- RIGHT OF WAY CENTERLINE
- EASEMENT LINE

SCALE 1" = 75'



POINT CONSULTING, LLC
CIVIL ENGINEERING
8460 W REDFIELD WAY
LITTLETON, CO 80128
720-258-6836
www.pntllc.com
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

PREPARED UNDER THE DIRECT SUPERVISION OF CAMERON M. WATSON COLORADO LICENSE NO. 38311 FOR AND ON BEHALF OF POINT CONSULTING LLC

SUBDIVISION PLAT

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3

JOHNSTOWN, COLORADO

DATE	DESCRIPTION
10.11.2022	ORIGINAL PREPARATION
11.08.2022	TOWN COMMENTS

SHEET 3/3 | TRACT G RESUBDIVISION | JOB NO. 21.022

EXHIBIT B-2

(RESOLUTION APPROVING PLAT)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Prior to Notice of Construction Acceptance, Developer shall pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of $970.00 per single family equivalent ("SFE"), multiplied by the Development's demand of 196 SFEs, for a total of $190,120.

2. Developer shall not be entitled to obtain Notice of Construction Acceptance of the Public Improvements for this Development until such time as the Town provides Notice of Construction Acceptance of the Public Improvements for the East Ledge Rock Center Filing No. 2, the commercial portion of the Ledge Rock Center development, including, but not limited to, the extension of the sanitary sewer line to the Development, the expansion of Colorado State Highway 60 and the completion of the intersections at Colorado State Highway 60 and High Plains Boulevard and Payton Drive.

EXHIBIT C

ENGINEER'S OPINION OF COST
(ATTACHED)

SUMMARY ESTIMATE OF PRELIMINARY PROJECT COSTS DISTRICT EXPENDITURES
May 10, 2022
PUBLIC IMPROVEMENT COSTS FOR
Ledge Rock Center - Single Family District
COMBINED AREA - 61 ACRES

	Public Improvements	Quantity	Unit	Unit Cost	Total Cost
1	**Grading/Miscellanous**				
	Mobilization/General Conditions	2,671,778	SF	$ 0.05	$ 133,589
	Clearing Grubbing and Topsoil Stripping	2,671,778	SF	$ 0.05	$ 133,589
	Earthwork (cut/fill/place)	49,477	CY	$ 3.00	$ 148,431
	Erosion Control	2,671,778	SF	$ 0.05	$ 133,589
	Traffic Control	1	LS	$ 10,000.00	$ 10,000
	Subtotal				**$ 559,198**
2	**Roadway Improvements/Miscellaneous Concrete Work**				
	Local Street (36' section)	8,673	LF	$ 310.00	$ 2,688,630
	Concrete Prep.	15,750	SF	$ 2.20	$ 34,650
	Concrete Place.	15,750	SF	$ 6.60	$ 103,950
	Subtotal				**$ 2,827,230**
3	**Potable Waterline Improvements**				
	12" Water Onsite	8,445	LF	$ 125.00	$ 1,055,625
	Fire Hydrant	24	EA	$ 3,500.00	$ 84,000
	Individual Lot Tap and Stub	175	EA	$ 2,000.00	$ 350,000
	Subtotal				**$ 1,489,625**
4	**Sanitary Sewer and Underdrain Improvements**				
	Onsite 8" Sewer	8,452	LF	$ 90.00	$ 760,680
	Individual Lot Tap and Stub	175	EA	$ 2,000.00	$ 350,000
	Onsite Underdrain	175	EA	$ 500.00	$ 87,500
	Subtotal				**$ 1,198,180**
5	**Storm Drainage Improvements**				
	Onsite 24" StormSewer	1,736	LF	$ 210.00	$ 364,560
	Onsite 18" StormSewer	5,043	LF	$ 176.00	$ 887,568
	Subtotal				**$ 1,252,128**
6	**Open Space, Parks and Trails**				
	Landscape/Irrigation/Amentities	801,533	LS	$ 3.50	$ 2,805,367
	Regional Trails/Parks	70,371	SF	$ 10.00	$ 703,710
	Monumentation	4	EA	$ 50,000.00	$ 200,000
	Subtotal				**$ 3,709,077**
	Infrastructure Subtotal				**$ 11,035,438**
	Contingency (15%)				$ 1,655,316
	Infrastructure Total Cost				**$ 12,690,753**
7	**Admin. / Design / Permitting / Etc.**				
	Engineering/Surveying	1	LS	3.5%	$ 444,176
	Con. Man. / Inspection	1	LS	7.0%	$ 888,353
	Admin / Planning	1	LS	5.0%	$ 634,538
	Subtotal				**$ 1,967,067**
8	**Land Aquistion**				
	Subtotal				**$ -**
	Total Hard/Soft Cost				**$ 14,657,820**

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 East Ledge Rock Center, Filing No. 3, dated _____, 20____, between the Town of Johnstown and Ledge Rock Center, LLC, a Kansas limited liability company.

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Water & Sewer Service Agreement – East Ledge Rock Center Subdivision Filing No. 3, Ledge Rock Center, LLC

ACTION PROPOSED: Approval of the Water & Sewer Service Agreement – East Ledge Rock Center Subdivision Filing No. 3, Ledge Rock Center, LLC

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer, Ledge Rock Center, LLC, has requested approval of a Preliminary/Final Subdivision Plat for 196 single-family detached residential homes/lots.

The annual in-building water demand is estimated at 64.68 acre-feet, with annual permanent irrigation demand at 41.51 acre-feet. These numbers are provided by the Developer and reviewed and accepted by the Town's contract water engineering firm.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	64.68	3.23
Landscape Irrigation	41.51	35.28
Total	**106.19**	**38.51**

The Developer is using multiple share certificates of Home Supply water, totaling 200 AF and Big Thompson Ditch water, totaling 19 AF to satisfy this demand. Within 45 days of approval, dedications of sufficient water and payment of all water court transfer fees will be required.

The Town has reviewed and accepted the certificates for 219 AF, being in surplus of the total required 106.19 AF. The developer desires to use the surplus credit for the water demand requirements associated with a different phase of the Ledge Rock Center development.

Appropriate water court transfer fees have also been calculated and are included in the agreement, with payment due prior to recordation of the plat and final agreements.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for East Ledge Rock Center Subdivision Filing No. 3, with Ledge Rock Center, LLC.

SUGGESTED MOTIONS:

For Approval
I move to approve the Water & Sewer Service Agreement for East Ledge Rock Center Subdivision Filing No. 3.

For Denial
I move to deny the Water & Sewer Service Agreement for East Ledge Rock Center Subdivision Filing No. 3.

Reviewed and Approved for Presentation,

_____
Town Manager

WATER AND SEWER SERVICE AGREEMENT
(EAST LEDGE ROCK CENTER FILING NO. 3 - SINGLE FAMILY RESIDENTIAL)

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this ___ day of _____ 2023, by and between **LEDGE ROCK CENTER, LLC**, a Kansas limited liability company ("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 known as East Ledge Rock Subdivision Filing No. 3, located in the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado ("Subject Property"); and

WHEREAS, Developer is developing the Subject Property as the "East Ledge Rock Center No. 3," a single-family residential development, which is anticipated to consist of 196 single family detached residential dwelling units containing 13.5 acres of residential irrigated landscape (ave. 3,000 ft^2/lot), 0.33 acres of common area spray-irrigation, 3.60 acres of common area drip-irrigation and 1.97 acres of common area xeriscape landscaping; and

WHEREAS, 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 Subject Property.

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 submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated October 6, 2022. Said analysis is on file with the Town and, as modified by the Town's Water Engineer by memoranda dated October 12, 2022 and November 4, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Subject Property is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-building	64.68	3.23
Landscape irrigation	41.51	35.28
Total	**106.19**	**38.51**

2. Water Rights Dedication and Credits. Developer has dedicated twenty-six (26) shares of the Consolidated Home Supply Ditch & Reservoir Company ("Home Supply") to the Town totaling 200 acre-feet, consisting of the following: 14 shares, represented by Certificate No. 7113 (112 acre-feet of raw water credit); 1 share, represented by Certificate No. 7114 (8 acre-feet of raw water credit); 5 shares, represented by Certificate No. 7115 (40 acre-feet of raw water credit based on a recorded dry-up covenant); 5 shares, represented by Certificate No. 7145 (32 acre-feet of raw water credit); and 1 share, represented by Certificate No. 7148 (8 acre-feet of raw water credit). Developer has also dedicated 1/3 share of Big Thompson Ditch and Manufacturing ("Big Thompson") to the Town totaling 19 acre-feet. The Home Supply and Big Thompson water are collectively referred to herein as the "Water Shares."

3. Dedication credit. The dedication of the Water Shares described in Paragraph 2, above, provide sufficient raw water to satisfy the water demands projected for the Subject Property and allow for a surplus raw water credit. The credit is calculated as follows:

Dedication Credit:	219.00 acre-feet
LESS estimated demand:	106.19 acre-feet
Net surplus credit:	**112.81 acre-feet**

Developer desires to use the surplus credit for the water demand requirements associated with a different phase of the Ledge Rock Center development, known as the "Ledge Rock Center Multifamily North" development. Contemporaneously herewith, the Parties are executing a Water and Sewer Service Agreement related to the Ledge Rock Center Multifamily North development, which contemplates use of the surplus credit. As such, the surplus credit set forth herein shall not be available to offset increased water demands, if any, which are not currently projected for the Subject Property.

4. 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 64.68 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service, and 41.51 acre-feet per year for irrigation, as described above.

5. 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.

6. Payment of Water Court Transfer fees. The Water Shares dedicated to the Town consist of 128 acre-feet of water changed by the Division 1 water court to include municipal use and 91 acre-feet that has not been changed. The total water court transfer fees required by the Ordinance for the Water Shares is Ninety-Three Thousand Dollars ($93,000.00). Upon execution of this Agreement, Developer shall pay to the Town the sum of **Thirty-One Thousand Eight-**

Hundred Dollars ($31,800.00) as payment for the dedication of 106.19 acre-feet per year of estimated water demand and estimated consumptive use of 38.51 acre-feet per year (212 SFE) for the Subject Property.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email or the receiving party acknowledge receipt thereof. All notices shall be addressed as follows:

TO DEVELOPER:

Ledge Rock Center, LLC
Attn: Michael Schlup
13725 Metcalf Ave #337
Overland Park, KS 66223
mikeschlup@corbinpark.com

with a copy to:

Allen D. Schlup, Esq.
A.D. Schlup Law, LLC
10950 W. 192nd PL
Spring Hill, KS 66083
allen.schlup@adschluplaw.com

TO TOWN:

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

with a copy to:

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

Peter Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com

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

8. 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.

9. 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.

10. 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.

11. 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 the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

12. 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.

13. 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.

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

15. Choice of laws and venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

16. 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.

17. 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.

18. 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.

(Signature pages to follow)

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

LEDGE ROCK CENTER, LLC

By: Michel Schlup
Name: Michel Schlup
Title: Managing Member

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 19 day of January, 2023 by Michel Schlup as the managing member of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

Notary Public
137 NW 1501 Rd Urich, MO 64788
Address
9134991926
Telephone

My Commission Expires: AMY CARROLL
Notary Public, State of Kansas
My Appointment Expires
5-16-25

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: February 6, 2023

SUBJECT: Economic Incentive Agreement Regarding Project Arsenal

ACTION PROPOSED: Consider Resolution 2023-08 Approving the Economic Incentive Agreement Between the Town of Johnstown and Project Arsenal

ATTACHMENTS:
1. Resolution 2023-08
2. Economic Incentive Agreement Between the Town of Johnstown and Project Arsenal

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Project Arsenal (Alias) is a Fortune 500 Company in the food & drug industry that includes supermarket chains and general warehousing and storage facilities. Project Arsenal has identified Trade @2534 Industrial Park to build a 55,000 sq ft spoke facility that will be utilized as an ecommerce fresh food distribution center. The spoke facility will be the first in Colorado that will work in conjunction with its existing 'Hub" fulfillment center near the Denver metro area.

Their estimated capital investment will be over $3.5 million with an operational start date by end of Q1 2023. The facility is expected to employ up to 160 employees over several years dependent on market demand and growth.

The attraction of Project Arsenal has been a regional effort that includes Larimer County and Town of Johnstown.

To facilitate the development of the project, the Town has offered the following incentives:

- The Town will offer a personal business property tax rebate for a term of ten (10) years.
  - 10-year term; sales tax rebate of up to 50%
  - Term of rebate will begin effective from the date of the first year after the new personal business property (equipment & machinery) is in operation.

- The Town will offer a one-time 75% rebate of the total building permit fees paid to the Town for the construction of the Project

In order to meet the Town's Economic Incentive Policy, Project Arsenal has committed to the following performance measures and expectations:

- Operational start date no later than June 30, 2023
- Minimum job creation and hire of 100 employees no later than June 30, 2024

The proposed project meets the Town's Economic Incentive Policy by providing a positive fiscal, community, and employment impact within the community. The Town has been effective in strategizing the most appropriate economic incentives available and collecting required data and due diligence to ensure a fair, judicious, and strategic use of incentives.

LEGAL ADVICE:

The Town Attorney has drafted and reviewed the Economic Incentive Agreement.

FINANCIAL ADVICE:

The Town will be committed to a personal business property tax rebate and building permit fee rebate as defined in Section 2(a) and 2(b) of the agreement.

RECOMMENDED ACTION: Approve Resolution 2023-08 approving the Economic Incentive Agreement Between the Town of Johnstown and Project Arsenal

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SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2023-08 regarding the Economic Incentive Agreement Between the Town of Johnstown and Project Arsenal.

For Denial: I move to deny Resolution 2023-08 regarding the Economic Incentive Agreement Between the Town of Johnstown and Project Arsenal.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-08

RESOLUTION APPROVING THE ECONOMIC INCENTIVE AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND KROGER FULFILLMENT NETWORK, LLC

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, Kroger Fulfillment Network, LLC ("Kroger"), is leasing, or intends to lease, the real property at 4151 Ronald Reagan Boulevard, Johnstown, Colorado 80534; and

WHEREAS, Kroger desires to operate a business establishment known as "Kroger Fulfillment Network" (the "Project"); and

WHEREAS, to facilitate the development of the Project, Kroger has requested that the Town provide certain economic incentives; and

WHEREAS, Colorado municipalities are entitled to encourage new and expanded business development through inducements and incentives; and

WHEREAS, the Town Council finds that the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town and that approval of the Economic Incentive Agreement between the Town and Kroger Fulfillment Network, is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT the Town Council hereby approves the Economic Incentive Agreement between the Town of Johnstown and Kroger Fulfillment Network, LLC, attached hereto and incorporated herein by reference as Exhibit A.

PASSED, SIGNED, APPROVED, AND ADOPTED this 6th day of February 2023.

TOWN OF JOHNSTOWN

BY:_____
Gary Lebsack, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

ECONOMIC INCENTIVE AGREEMENT
CONCERING KROGER FULFILLMENT NETWORK

This Economic Incentive Agreement Concerning Kroger Fulfillment Network ("Agreement") is made and entered into on this ____ day of _____, 2023, by and between the Town of Johnstown, a Colorado home rule municipality ("Town"), and Kroger Fulfillment Network, LLC, an Ohio limited liability company ("Developer").

RECITALS

1. Developer is leasing, or intends to lease, real property located in the Trade@2534 Industrial Park at 4151 Ronald Reagan Boulevard, Johnstown, Colorado 80534 ("Property").

2. Developer desires to operate a business establishment known as the "Kroger Fulfillment Network" at the Property (the "Project").

3. To facilitate the development of the Project, Developer has requested that the Town provide certain economic incentives.

4. Colorado municipalities are entitled to encourage new and expanded business development through inducements and incentives.

5. The Town has determined the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town.

6. Based on the foregoing, including the anticipated economic benefits, the additional employment opportunities and the opportunity presented by the location of the Project in the Town, and based on Developer commitments outlined herein, the Town desires to accommodate Developer's request and offers to provide economic incentives pursuant to the terms and conditions set forth in this Agreement.

7. The Town finds that this Agreement is in the best interests of the citizens of the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer agrees as follows:

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

2. Town's Commitments. In furtherance of the development, construction and operation of the Project, and based on Developer's commitments set forth herein, the Town agrees as follows:

(a) To provide a fifty percent (50%) personal property tax rebate for a ten (10) year term, commencing after the first year that new personal property subject to taxation (equipment and machinery) is put into operation. After payment of such tax, Developer may make an annual written request to the Town for the rebate and provide documentation verifying Developer's payment. Upon receipt of the request and proper documentation, the Town shall, within thirty (30) days, provide the rebate to Developer; and

(b) To provide a one-time seventy-five percent (75%) rebate of the building permit fees paid to the Town for the construction of the Project. When the construction of the Project is complete, Developer may provide a written request to the Town for the rebate and, assuming the Town agrees that the construction is complete, the Town shall, within thirty (30) days, provide the rebate to Developer.

3. Developer Commitments. In furtherance of the development, construction and operation of the Project, and based on the Town's commitments set forth herein, Developer agrees that:

(a) The Project shall be located at the Trade@2534 Industrial Park in the Town of Johnstown, State of Colorado;

(b) The Project shall be open for business operations, and the corresponding ability to deliver products to the public, at the Property no later than June 30, 2023; and

(c) The Project shall create a minimum of one hundred (100) jobs on or before June 30, 2024.

4. Term. The term of this Agreement shall begin on the day and year first written above and, unless extended by written agreement of the parties, shall continue until the cessation of the personal property tax rebate set forth in Paragraph 2(a) above. Notwithstanding the foregoing, if any of the conditions set forth in Paragraph 3 are not satisfied, unless otherwise provided by written agreement of the parties, the Agreement shall terminate and neither party shall have any further obligation hereunder.

5. Assignment. Developer may not assign its rights or obligations under this Agreement without receiving the prior written consent of the Town.

6. No Third-Party Beneficiaries. This Agreement, including the incentives provided herein, is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

7. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth; or (3) sent by electronic mail return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO DEVELOPER:

Kroger Fulfillment Network
Attention: _____
1014 Vine Street
Cincinnati, OH 45202
Email: _____

TO TOWN:

Town of Johnstown
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: mlecerf@johnstownco.gov

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

9. Dispute Resolution. 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 and the non-defaulting party desires to seek recourse, the parties shall participate in mediation, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence an action and be entitled to such remedies as are provided by law.

10. 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.

11. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between the parties related to the subject matter hereof and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

12. Severability. If any provision or part of this Agreement is 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. 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, the parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Attest:

_____
Hannah Hill, Town Clerk

KROGER FULFILLMENT NETWORK, LLC

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____ 2023, by _____ as the _____ of Kroger Fulfillment Network, LLC.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

Fire Rescue Advisory Commission

Loveland Fire Rescue Authority Looking for Citizen Advisory Commission Members

The Fire Rescue Advisory Commission has vacant seats open to citizens within the LFRA response district.

Loveland Fire Rescue Authority (LFRA) is looking for five residents who live within the LFRA response boundaries to apply to become citizen advisors to the LFRA Board of Directors and the Fire Chief.

The Fire Rescue Advisory Commission (FRAC) has been reconfigured to include Ward representation throughout the LFRA response district. With the restructuring, FRAC now has five vacant seats on the commission.

FRAC is an advisory commission that provides input on a wide range of topics, including wildfire preparedness planning, emergency medical services, public education needs, etc.

Members of FRAC assist the LFRA Board and the Fire Chief in planning and updating services that affect the quality of life and economic impact on citizens and businesses.

Citizens selected to serve on the commission will spend 3-4 hours per month preparing for and meetings that are held at LFRA fire stations.

To apply download your application HERE and submit it by the application due date below.

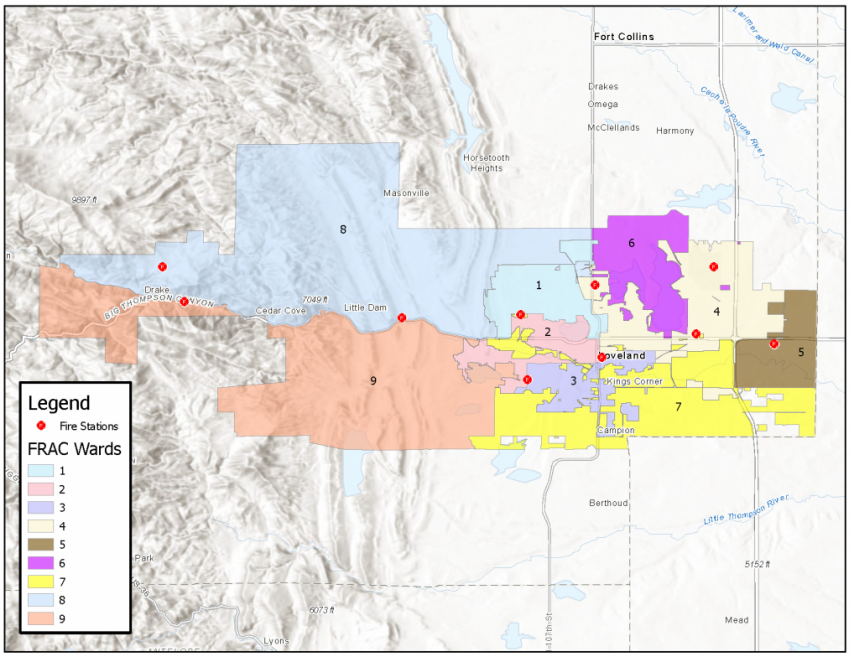
Applications are due by COB Friday, February 10, 2023.

Background

The Fire and Rescue Advisory Commission is an advisory commission that provides input on a wide range of topics, including wildfire preparedness planning, emergency medical services, public education needs, etc.. Members of FRAC assist the LFRA Board and the Fire Chief in planning and updating services that affect the quality of life and economic impact on citizens and businesses. Citizens selected to serve on the commission will spend 3-4 hours per month preparing for and meetings that are held at LFRA fire stations.

Meeting Location

Item #17.



Fire Administration Building
410 E. 5th Street
Loveland, CO 80537

2022 Meeting Calendar

January 12	February 9	March 9
April 13	May 11	June 22 (cancelled)
July 27	August 10	September 14
October 12	November 9	December 14

Commission Members

Chairman

Zachery Sullivan

City Resident Members

Paul Pfeiffer
Dan Lowe

Rural Resident Members

Scott Kretschmer
Carol Stark

City Representatives

John Fogle – City Counselor/LFRA Board Member
Richard Ball – City Counselor/LFRA Board Member, Alternate
Dana Foley – City Counselor, Alternate

Rural Board Representative

Paul Bukowski – Rural Board Member

Item #17.

Staff Support

Tim Sendelbach, Fire Chief, Tim.Sendelbach@LFRA.org
Greg Ward, Division Chief, Greg.Ward@LFRA.org
Tim Smith, Division Chief, Tim.Smith@LFRA.org

Meeting Agendas

- 2023
- 2022
- 2021
- 2020
- 2019
- 2018
- 2017
- 2016
- 2015
- 2014
- 2013
- 2012
- 2011

Meeting Minutes

Download Free Viewer

Adobe Acrobat is required for some of the attached documents.
It can be downloaded by clicking on the icon below:

Loveland Rural Fire Protection District

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Town of Johnstown

Building Permit Statistics

December 2022

Single Family Residential		**Commercial**	
Issued ytd	446	*New Building Issued ytd	31

Duplex	**3-plex**	**4-plex**	**5-plex**	**Apartment Bldgs**		
	10	5	8	*4 story	285 units	4

Other Residential (basements/alterations/additions)		**Other Commercial * (tenant finish/alterations/additions)**	
Issued ytd	335	Issued ytd	43

Fees collected at permit issuance	**Residential YTD**	**Commercial YTD**
Construction Valuation	($137,600,915)	($183,485,830)
Building permit fees	$1,170,914	$1,997,039
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$2,138,637	$1,108,737
Water Meter	$220,770	$25,786
Water Tap	$2,301,848	$1,228,165
Sewer Tap	$2,398,872	$1,119,742
Regional Sewer Development fees	$2,166,000	$2,167,512
Sewer Inspection Fee	$44,600	$4,400
Park	$223,000	$6,500
Use Tax	$2,400,374	$1,857,770
Larimer Use Tax	$195,827	$267,295
Open Space Impact Fee	$541,668	$0
Library Impact Fee	$513,343	$0
Public Facilities Impact Fee	$720,441	$640,712
Police Facilities Impact Fee	$328,226	$355,875
Transportation Facilities Impact Fee	$1,259,191	$1,996,252
402 Interchange Fee	$71,306	$0
High Plains Blvd Reimbursement Fee	$264,500	$0
School District Fee	($299,172)	N/A
TOTAL FEES (YTD)	**$16,959,515**	**$12,775,785**

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

Single family, duplex, 3-plex, 4-plex, 5-plex						
Year	**Issued**	**Month avg**		**Year**	**Issued**	**Month avg**
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		**2023**		
1998	175	14..58				
1999	145	12.08		**TOTAL**	**5736**	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor Gary Lebsack and Town Councilmembers

FROM: Matt LeCerf, Town Manager

DATE: February 6, 2023

SUBJECT: 2023 Water Cash In-Lieu Price

As you may recall in 2020, the Town created a water bank for the purposes of selling fractions of water shares as necessary for single lot properties and other needs including for economic development purposes. Historically we have been selling the water for a price of $70,000 per acre foot. It is recommended based on recent information received by the Town about other acre foot prices for sale on the market that we increase our price to $78,000 per acre foot. This will be applicable to any new water sales which the Town does not already have an agreement. The final decision regarding the sale of any water and the price determined accordingly is still at the final discretion of Town Council. This memo is simply advisory with anticipation of future potential sales and will include recommendations provided by Staff.