Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, August 15, 2022 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

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. August 1, 2022 Minutes
2. Second Reading Ordinance 2022-234 Approving the SunCatcher Annexation
3. Second Reading Ordinance 2022-235 Approving PUD-MU Zoning for SunCatcher Annexation
4. Second Reading Ordinance 2022-236 Approving the SunCatcher PUD Outline Development Plan
5. Resolution 2022-34 Approving the Ledge Rock Center Design Handbook
6. Annexation Agreement with Sauer South, LLC, for SunCatcher Annexation
7. Subdivision Development and Improvement Agreement with Buc-ee's Johnstown, LLC, for Buc-ee's Travel Center
8. Water and Sewer Service Agreement for Buc-ee's Johnstown, LLC, for Buc-ee's Travel Center
9. First Amendment To Intergovernmental Agreement Between The Town Of Johnstown And The Little Thompson Water District
10. Third Amendment to Franchise Agreement - Town of Johnstown and TDS
11. August 2022 List of Bills
12. July 2022 Financial Statements

TOWN MANAGER REPORT

13. Town Manager's Report

TOWN ATTORNEY REPORT

PUBLIC HEARING

14. Resolution 2022-36 Approving the SunCatcher Preliminary/Final Subdivision Plat
15. Resolution 2022-37 Approving a Use by Special Review for a Solar Facility on the SunCatcher Property
16. Resolution 2022-35 Approving the East Ledge Rock Center Preliminary/Final Subdivision Plat

NEW BUSINESS

17. Subdivision Improvement and Development Agreement with Sauer South, LLC, for SunCatcher Subdivision Filing No. 1

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

18. An executive session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding economic development and Ledge Rock Development.

INFORMATIONAL ITEMS

19. Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, August 01, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

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

Pledge of Allegiance

ROLL CALL

PRESENT
Mayor Gary Lebsack
Councilmember Damien Berg
Councilmember Troy Mellon
Councilmember Jesse Molinar
Councilmember Chad Young
Councilmember Vanessa Dominguez

ABSENT
Councilmember Dianne Morris

AGENDA APPROVAL

A motion was made by Councilmember Mellon, seconded by Councilmember Berg, to approve the agenda. The motion carried with a unanimous vote.

SPECIAL PRESENTATIONS

1. 2021 Financial Audit Presentation

   John Cutler presented the results of the annual audit to Council and noted he would submit the audit to the State.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

A motion was made by Councilmember Berg, seconded by Councilmember Mellon, to approve the Consent agenda. The motion carried with a unanimous vote.

2. July 18, 2021 Minutes
3. Resolution 2022-33 regarding Findings of Fact and Conclusions related to the SunCatcher Annexation

TOWN ATTORNEY REPORT

There was no Town Attorney report.

TOWN MANAGER REPORT

4. Manager's Report

Council inquired about the Town's water usage and asked for a report on what usage on Sundays is.

The Town Manager asked Council for direction regarding the Prosecuting Attorney's request to increase their hourly rate to $225. Council directed to open a Request for Proposal for a Prosecuting Attorney.

PUBLIC HEARING

5. Ordinance 2022-234 regarding the SunCatcher Annexation Annexing Certain Unincorporated Lands Situated In A Portion Of Lot A Of Recorded Exemption No. 1059-18-1-Re 1008, Located In Northeast Quarter Of Section 18, Township 4 North, Range 67 West Of The 6th P.M., County Of Weld, State Of Colorado, Consisting Of Approximately 125.158 Acres And Known As The Suncatcher Annexation.

   Mayor Lebsack opened the Public Hearing and staff presented the annexation petition. Kim Meyer, Planning and Development Director, noted that this ordinance would establish the annexation and zoning so the project can move forward in the future as well as the recommendation from Planning Commission as for Council to approve.

   Mayor Lebsack opened public comment, to which there was none.

   Councilmember Young moved to approve Ordinance 2022-234, second provided by Councilmember Berg, and the ordinance passed unanimously.

6. Ordinance 2022-235 Approving PUD-MU Zoning for the property known as SunCatcher Annexation approval of PUD-MU Zoning of the property known as The Suncatcher Annexation, situated in a portion of Lot A of Recorded Exemption No. 1059-18-1-Re 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, Consisting of approximately 125.158 acres.

   Mayor Lebsack opened the Public Hearing and Kim Meyer, Planning and Development Director, stated that the zoning is PUD-MU. The applicant noted the name of the annexation comes from the potential solar use.

   Mayor Lebsack opened public comment, to which there was none.

   Councilmember Berg moved to approve Ordinance 2022-235, second provided by Councilmember Molinar, and the ordinance passed unanimously.

7. Ordinance 2022-236 Approving the P.U.D. Outline Development Plan for SunCatcher approving P.U.D. Outline Development Plan for Suncatcher, situated in a portion of Lot A of Recorded Exemption No. 1059-18-1-Re 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, Consisting of approximately 125.158 acres.

   Mayor Lebsack opened the Public Hearing and Kim Meyer, Planning and Development Director, provided comments regarding potential use, presenting on a concept plan. This plan notes the flood plain and possible trails. Potential solar would be proposed in two phases on the 58-acre parcel.

   Mayor Lebsack opened public comment.

   Jim Hatfield spoke in favor of this ordinance.

   Councilmember Berg moved to approve Ordinance 2022-236, second provided by Councilmember Mellon, and the ordinance passed unanimously.

NEW BUSINESS

8. JHA Parking Lot

   Matt LeCerf, Town Manager, reminded Council of their consideration of a contribution for the Housing Authority parking lot project. Council asked for clarification of funding available with the Housing Authority but expressed support.

   Councilmember Young made a motion, seconded by Councilmember Mellon, to authorize payment of the parking lot to the Johnstown Housing Authority with no direct cost associated to the Housing Authority with funds not to exceed $112,645.

COUNCIL REPORTS AND COMMENTS

Councilmembers noted upcoming events and asked the Town Manager to look at options for a flashing cross walk at the intersection of Teller and 3rd.

MAYOR'S COMMENTS

Mayor Lebsack welcomed the new Town Clerk, Hannah Hill, and noted the importance of residents adhering to watering schedules in order to guard the Town's water resources.

INFORMATIONAL ITEMS

9. Informational Items

ADJOURN

Mayor Lebsack adjourned the August 8, 2022 Council meeting at 7:56 p.m.

_____

Gary Lebsack, Mayor

_____

Hannah Hill, Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Ordinance 2022-234 Approving the SunCatcher Annexation

ATTACHMENTS: 1. Ordinance 2022-234

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Countil held a public hearing on August 1, 2022, and approved Ordinance No. 2022-234 on first reading.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2022-234 Approving the SunCatcher Annexation.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-234

ANNEXING CERTAIN UNINCORPORATED LANDS SITUATED IN A PORTION OF LOT A OF RECORDED EXEMPTION NO. 1059-18-1-RE 1008, LOCATED IN NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 125.158 ACRES AND KNOWN AS THE SUNCATCHER 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. 2022-27, the Town Council found a petition for annexation of certain property situated in a Portion of Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the "Suncatcher 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 August 1, 2022, the Town Council has 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 a Portion of Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 acres, 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, 2023.

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 1st day of August, 2022.

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 _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Ordinance 2022-235 Approving PUD-MU Zoning for the SunCatcher Annexation

ATTACHMENTS: 1. Ordinance 2022-235

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Countil held a public hearing on August 1, 2022, and approved Ordinance No. 2022-235 on first reading.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2022-235 Approving PUD-MU Zoning for the SunCatcher Annexation.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-235

APPROVAL OF PUD-MU ZONING OF THE PROPERTY KNOWN AS THE SUNCATCHER ANNEXATION, SITUATED IN A PORTION OF LOT A OF RECORDED EXEMPTION NO. 1059-18-1-RE 1008, LOCATED IN NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 125.158 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 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 Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 acres, being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, known as the Suncatcher Annexation ("Property"); and

WHEREAS, the property owners applied for Planned Unit Development – Mixed Use ("PUD-MU") 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, on July 13, 2022, the Town's Planning and Zoning Commission held a hearing and recommended approval of PUD-MU zoning for the Property; and

WHEREAS, on August 1, 2022, 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 PUD-MU 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 Suncatcher Annexation and more particularly described on the attached Exhibit A shall hereby be designated as PUD-MU.

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 and by the Certificate of Publication. 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 1st day of August, 2022.

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 _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Ordinance 2022-236 Approving the SunCatcher PUD Outline Development Plan

ATTACHMENTS: 1. Ordinance 2022-236

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Countil held a public hearing on August 1, 2022, and approved Ordinance No. 2022-236 on first reading.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Ordinance 2022-236 Approving the SunCatcher PUD Outline Development Plan.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-236

APPROVING P.U.D. OUTLINE DEVELOPMENT PLAN FOR SUNCATCHER, SITUATED IN A PORTION OF LOT A OF RECORDED EXEMPTION NO. 1059-18-1-RE 1008, LOCATED IN NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 125.158 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, Sauer South, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a P.U.D. Outline Development Plan for a development known as Suncatcher, situated in a Portion of Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 acres, being more particularly described on Exhibit A, and

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a public hearing and recommended approval of the P.U.D. Outline Development Plan for Suncatcher with a condition, which condition has been satisfied; and

WHEREAS, on August 1, 2022, the Town Council held a public hearing concerning approval of the P.U.D. Outline Development Plan for Suncatcher; and

WHEREAS, after considering the Planning and Zoning Commission's recommendation for approval, reviewing the file and conducting such public hearing, Town Council finds that the P.U.D. Outline Development Plan for Suncatcher is consistent with and furthers the goals of the *Johnstown Area Comprehensive*; and

WHEREAS, based on the foregoing, the Town Council desires to approve the P.U.D. Outline Development Plan for Suncatcher.

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 P.U.D. Outline Development Plan for Suncatcher ("ODP"), situated in a Portion of Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158

acres, being more particularly described on Exhibit A ("Property"), which ODP is attached hereto and incorporated herein by reference as Exhibit B, is hereby approved.

Section 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 and by the Certificate of Publication. 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. 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 1st day of August, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah N 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 _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____
Hannah Hill, Town Clerk

By:_____
Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Public Hearing – Resolution 2022-34 Approving the Ledge Rock Center Design Guidelines

ACTION PROPOSED: Consider and Approve Resolution Approving Amendments to the Ledge Rock Center Design Handbook

ATTACHMENTS:
1. Resolution 2022-34
2. Ledge Rock Center Design Handbook

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Ledge Rock Center, LLC, has proposed the Ledge Rock Center development on approximately 225 acres of land south of Highway 60, near the High Plains Boulevard intersection.

The Design Handbook accompanied the Outline Development Plan in February to Council for a public hearing, at which time both were approved, however, a resolution was not approved to allow for minor housekeeping items to be addressed in the guidelines, as well as to incorporate an additional 3.4 acre parcel along the highway that was being purchased by the Developer at that time, but was not yet zoned for a mixed use PUD. This handbook incorporates that minor change into the overall document.

LEGAL ADVICE:

The resolution was drafted by the Town Attorney.

FINANCIAL ADVICE:

NA

RECCOMMENDED ACTION:

Approve Resolution 2022-34 amending the Ledge Rock Center Design Guidelines.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2022-34

APPROVING THE LEDGE ROCK CENTER DESIGN HANDBOOK

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, Ledge Rock Center, LLC, a Kansas limited liability company, submitted an application to the Town for approval of design Handbook dated January 20, 2021 ("Ledge Rock Center Design Handbook") for Ledge Rock Center P.U.D., a development located in the Northeast and Northwest Quarters of Section 11, Township 4 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 225 acres ("Property"); and

WHEREAS, on January 12, 2022, the Planning and Zoning Commission held a public hearing and recommended Approval with Conditions of the Ledge Rock Center Design Handbook; and

WHEREAS, on February 7, 2022, the Town Council held a public hearing concerning the Ledge Rock Center Outline Development Plan and Design Handbook; and

WHEREAS, based upon the evidence received at the public hearing, the Town Council finds that the Ledge Rock Center Design Handbook are in the best interests of the Town and desires to approve the Ledge Rock Center Design Handbook.

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

Section 1: The Ledge Rock Center Design Handbook, dated January 20, 2021, attached hereto and incorporated herein by reference as Exhibit A, are hereby approved and adopted.

Section 2: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, SIGNED, APPROVED, AND ADOPTED this __ day of _____, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: _____ By: _____

Hannah Hill, Town Clerk Gary Lebsack, Mayor

Ledge Rock Center

Ledge Rock CENTER

D E S I G N H A N D B O O K

SECTION 1— INTRODUCTION

1.1 Purpose & Intent of Guidelines
1.2 Design Review & Procedures for Approvals
1.3 Proposed Land Uses

SECTION 2 — OVERALL DESIGN ELEMENTS

2.1 Image Framework Plan
2.2 Ledge Rock Center Signage System
.1 Sign Towers
.2 Primary Entry Signs
.3 Primary Entry Art
.4 Secondary Entry Signs
2.3 Signage Masterplan
.1 Signature Sign Tower
.2 Monument Sign, Entry Islands
.3 Entry Kiosks
.4 Secondary Gateway Feature
.5 Entry Pylon
.6 Pedestal Sculpture
2.4 Screening
2.5 Pedestrian, Bicycle and Other Non-motorized Circulation
.1 Walkway Design Criteria
2.6 Parking
.1 Parking Lot Design
.2 Drive-thru Facilities
.3 Bicycle Parking
2.7 General Landscaping Guidelines
.1 Landscape Design Principles
.2 Landscape Performance Standards
.3 Irrigation Systems
.4 Plant Selection and Diversity
.5 Landscape Maintenance
.6 Existing Landscape Preservation
.7 Amenity Areas
2.8 Landscaping Guidelines Per District
.1 Landscape Guidelines for Public Property
.2 Streetscape Design – Highway 60
.3 Primary Entry Design Perspective
.4 Streetscape Design – Major Arterial Roadway – High Plains Boulevard
.5 Streetscape Design – Major Collector Roadways
.6 Private Property Perimeter Parking Landscape Guidelines
.7 Private Property Internal Parking Landscape Guidelines
2.9 Site Lighting

SECTION 3 — RETAIL DISTRICT

3.1 Retail / Commercial District Introduction
.1 Proposed Land Uses
.2 Overall Site Plan
3.2 Retail / Commercial Hardscape Design
KIT OF PARTS:
.1 Site Furnishings and Amenities
AMENTIES/FEATURES CONCEPT DWGS:
.2 Site Amenities Masterplan
3.3 Retail / Commercial Building Design
.1 Building Guidelines
.2 Typical Elevs – Large Inline Building
.3 Typical Elevs – Medium Inline Building
.4 Typical Elevs – Small Inline Building
.5 Typical Elevs – Outlot/Pad Building
3.4 Retail Tenant Sign Criteria
.1 Introduction & Descriptions
.2 Signage Definitions
.3 Sign Types & Parameters
.4 Sign Tower – Tenant Sign Criteria
.5 General Sign Parameters
.6 Signs Not Permitted
.7 Additional Signage
.8 Environmental Graphics
.9 Directional Signage

SECTION 4 — MULTI-FAMILY DISTRICT

4.1 Multi-Family District Introduction
.1 Overall Site Plan
4.2 Multi-Family Hardscape Design
KIT OF PARTS:
.1 Site Furnishings
AMENTIES/FEATURES CONCEPT DWGS:
.2 Site Amenities Masterplan
.3 Monument Signs at Entries
4.3 Multi-Family Building Design
.1 Building Design
.2 Typical Elevs – Apartment Building
.3 Typical Elevs – Self-Storage Bldg

SECTION 5 — SINGLE-FAMILY DISTRICT

5.1 Single-Family District Introduction
5.2 Overall Site Plan
5.3 Site Planning
.1 Garages, Accessory Buildings, and Hard Surfacing
.2 Furnishings and Amenities
.3 Site Furnishings
.4 Amenities Masterplan
5.4 Architectural Design – Guiding Principles
5.5 Residential Improvement Guidelines
5.6 Site Restrictions and Specific Types of Improvements

SECTION 1 – INTRODUCTION

1.1 Purpose & Intent of Guidelines

1.2 Design Review & Procedures for Approvals

1.3 Proposed Land Uses

1.1 Purpose and Intent of the Guidelines

Ledge Rock Center is a mixed-use development in the southeast quadrant of the I-25 and US Highway 60 intersection. In the growing Northern Colorado area, it is important to provide design guidelines that maintain the unique character and principles of the development and reflect the importance of the larger regional context. The purpose of the overall development guidelines is to provide a manual to ensure that the character of Ledge Rock Center is maintained throughout the development and provide instruction on acceptable site planning, circulation, streetscapes, parking, open space, landscaping, signage, site furnishings and lighting.
The design guidelines should be utilized by residents, developers, designers, architects, engineers, and planners to find design, construction, and maintenance information for the Development. Section 1 contains the overall parameters, site opportunities and constraints, proposed land use plan and information regarding submittal information for design review by the Ledge Rock Design Review Committee (LRDRC) and the Town of Johnstown. Section 2 contains community-wide design and General Design Guidelines elements that convey the character of Ledge Rock Center. Section 3 contains the Retail District Design Guidelines that apply to all development and specific types of development requirements relating to the retail district. Sections 4 and 5 cover the General Design Guidelines elements for the Multi-family and Single family districts.

The Design Guideline sections are as follows:
Introduction
Overall Design Elements and General Design Guidelines
Guidelines Specific to Retail Use
Guidelines Specific to Multi-family Use
Guidelines Specific to Single Family Use

Preliminary and Final Development Plans, preliminary and final plats and other development entitlement documents for Ledge Rock Center have been approved or require approval by the Town of Johnstown. These documents should be reviewed specifically for each development.

In addition, all developments within Ledge Rock Center are subject to the performance standards and guidelines that are contained in this document. In cases where this document or the approved development entitlement document for a given property is silent, the Town of Johnstown current standards and regulations shall apply. In the case of conflicting requirements or where these guidelines are silent, Town standards and codes shall govern. All guidelines and standards that exceed the Town's standards and fall short of Ledge Rocks standards are subject to the reasonable discretion of the LRDRC; which shall make a final determination in good faith. Guidelines and standards that fall short of the Town's standards are subject to the approval of the Town.

1.2 Design Review and Procedures for Approvals

The following outlines the successive processes for submittals and approvals for development projects. Projects must first be submitted to the Ledge Rock Design Review Committee (LRDRC) before submitting to the Town of Johnstown. After approval is gained by both the LRDRC and the Town of Johnstown, the project may be submitted for building permit application.

1.2.1 The Ledge Rock Design Review Committee (LRDRC)

The purpose of the LRDRC is to ensure proposed developments meet the standards as established in the Design Guidelines in order to maintain a consistency of planning and design for the entire project. The Ledge Rock Design Guidelines legally apply to all land that is part of the Ledge Rock Center, regardless of ownership, and are in addition to the zoning and land use regulations of local government. The Design Guidelines and supporting documents are administered and enforced by the LRDRC and the Town of Johnstown, cooperatively. which shall consist of Ledge Rock Center, LLC members, Carson Development, Inc. members and at least one Engineer and one Architect/Landscape Architect/Planner.

1.2.2 LRDRC Approval Process

Any proposal to construct, modify or demolish improvements within The Ledge Rock Center must have plan approval from the LRDRC prior to commencement, and following LRDRC approval must also receive administrative approval, in accordance with these design guidelines, from the Town of Johnstown Town. Subject to Town approval, the LRDRC's review and approval process also applies to signage, changes in property use, and maintenance activities that take place on, or with respect, to property that is part of the Ledge Rock Center. After the LRDRC and Town approve a plan submittal, an applicant may proceed with a project, but only in strict compliance with the terms and conditions of approval. The LRDRC may perform periodic site inspections, both during development and on an ongoing basis thereafter to ensure compliance.

The LRDRC meets through appointment only, and projects are placed on a formal meeting agenda only after applications have been submitted at least two weeks prior to a meeting. Formal presentations to the LRDRC are mandatory for most development projects, however, most details are reviewed through informal meetings with the LRDRC representatives. This process is designed to expedite the preparation and approval of the plans for any specific site where development is contemplated.

There are three phases in the development approval process. The phases include:

A. Pre-design Conference
B. Design Development (includes plans and elevations)
C. Final submittal

Approval is contingent upon the submittal of materials and payment of any designated fees or expenses, and favorable review. A "Notice of Committee Action" letter from the LRDRC will be sent to each applicant within a maximum of thirty (30) days after the date of the submittal. This notice will state whether approval or disapproval has been granted and outline any conditions associated with the ruling.

Review fees may be required for all LRDRC submittals and shall be paid for the phase scheduled for review on or before said review. If the LRDRC requires that the applicant attend additional meetings with a LRDRC member or consultants due to incomplete, inadequate or improper submittals, then the applicant shall be responsible for paying the full costs of such services. No written confirmation of a LRDRC action will be issued until all appropriate fees have been paid. A current schedule of fees is contained in the submittal procedures packet.

1.2.3 Johnstown Planning and Zoning Development Review Process

The Planning & Development Department provides professional guidance to the Johnstown Town Council, staff, businesses, citizens, and interested parties on all matters related to land use and development:

- Zoning
- Land Use
- Apply, Enforce, & Maintain Municipal Code Chapters 15-18
- Development Project Review & Management
- Water Dedication for new/changing development
- Long range planning
- Development construction permitting

The department refers to Town plans and policies to guide and facilitate high-quality development that provides needed services and housing and contributes to systematic and sustainable growth. The department staffs the Town Council and PZC, providing professional review and analysis, and administrative support for all land use cases. Planning Staff performs daily on-call services to respond to and research a wide variety of land use and community planning questions and requests for permit and project

information. Comprehensive information on development projects (plats, plans, reports, agreements, fees) is managed through the department. Planning & Development works closely with other Town departments, neighboring jurisdictions, and external agencies to further the long-term vision and mission of the Town.

1.2.4 Site Development Plan

Per the current Development Review processes, an applicant for site development plan review shall submit an application containing all applicable Town standards, specifications, and/or codes at the time of project submittal to the Town; the application shall include a cover sheet provided by the Town and shall be submitted in the number of copies and format specified on the cover sheet or accompanying instructions.

1.2.5 Additional Criteria & Updates

In addition to the criteria herein, the LRDRC and Town of Johnstown may promulgate additional criteria that are not inconsistent with the criteria set forth herein. From time to time, any of these additional criteria may be amended by action of the LRDRC and Town of Johnstown. Changes in land use or changes greater than the 20 percent dimensional criteria, that shall become a permanent part of the design guideline document, shall constitute a major change and shall be brought back to the Planning Commission and Town Council for review and approval.

1.2.6 Variances

The LRDRC may authorize reasonable and necessary variance from these criteria when circumstances such as topography, natural obstructions, aesthetic or environmental objectives or considerations may warrant, or if there is a circumstance in which the developments guidelines cannot be achieved but the Towns standards are met. Insofar as they are not superseded by applicable Town of Johnstown regulations. Such variances must be approved by the LRDRC and Town of Johnstown. A variation of up to 20 percent in dimensional standard is allowed if it improves the project design or an unreasonable hardship can be demonstrated.

1.2.7 Final Plan Amendments

Amendments to final plans must be approved by the LRDRC and Town of Johnstown.

1.3 Proposed Land Uses

The proposed land use plan illustrates areas for development by breaking them down into categories. Categories may include more than one use; however, each use shall follow the general design guidelines as established in the guidelines for specific uses established in Sections 3-5.
The land uses recorded on the following pages show the general intent within each land use category. The lists contain specific examples for guidance purposes, but not by way of limitation.

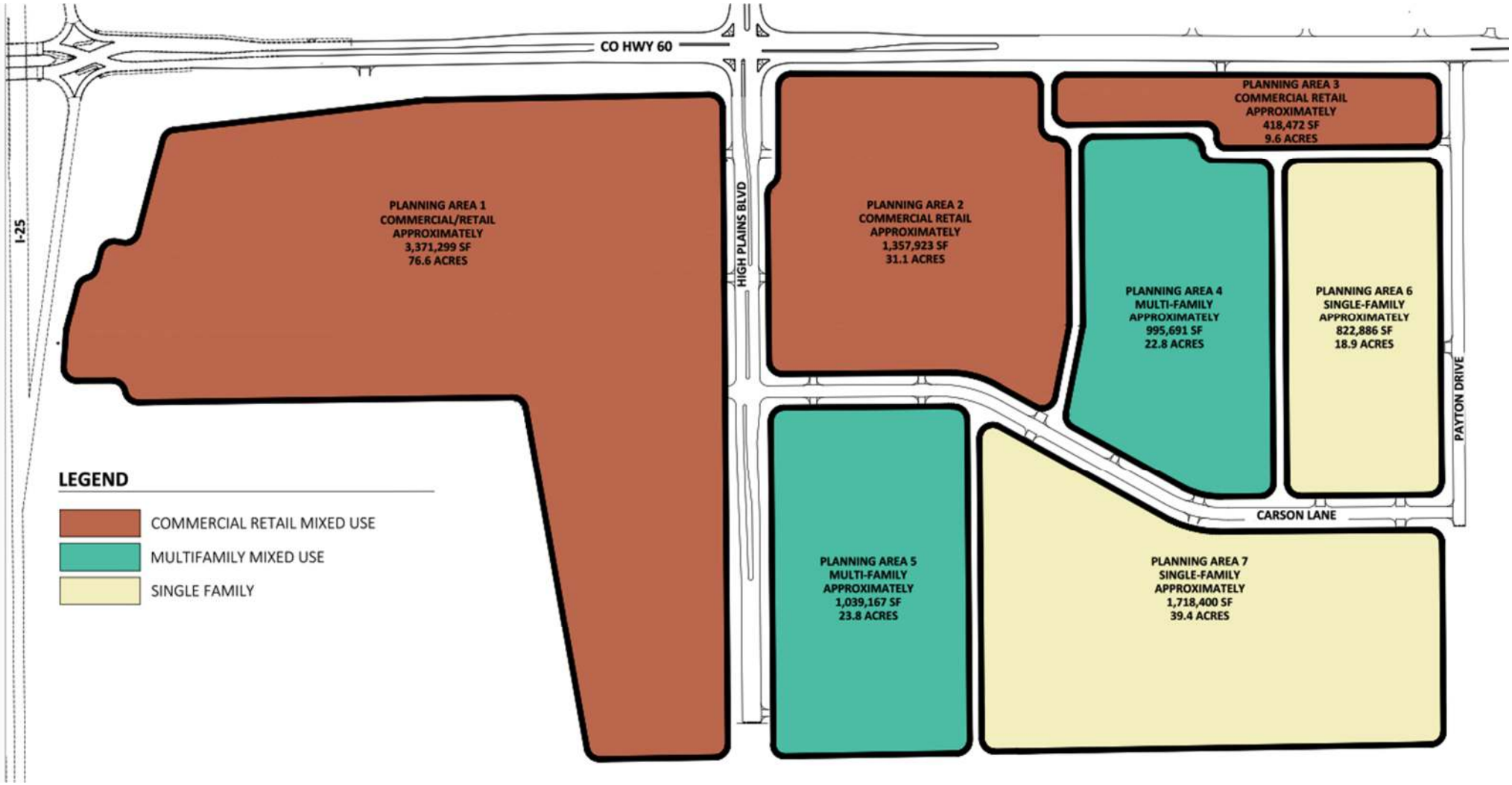
1.3.1 Allowed Principal, Conditional and Accessory Uses

With the Ledge Rock Center being zoned PUD-MU, the following uses shall be permitted subject to meeting all applicable criteria and regulations: and permitted, conditional or accessory uses allowed in the following districts:

- Commercial / Retail District
  - Principal uses allowed in Town code
  - Accessory Uses
    - Residential
- Multifamily District
  - Principal uses allowed in Town code
  - Accessory
    - Clubhouse
    - Storage building
    - Daycare
    - Pet Daycare
- Single Family District
  - Principal uses allowed in Town code

PROPOSED LAND USE PLAN

For Ledge Rock Center



SECTION 2 – OVERALL DESIGN ELEMENTS

2.1 Image Framework Plan

2.2 The Ledge Rock Center Signage System

2.3 Signage Masterplan

2.4 Screening

2.5 Pedestrian, Bicycle and Other Non-motorized Circulation

2.6 Parking

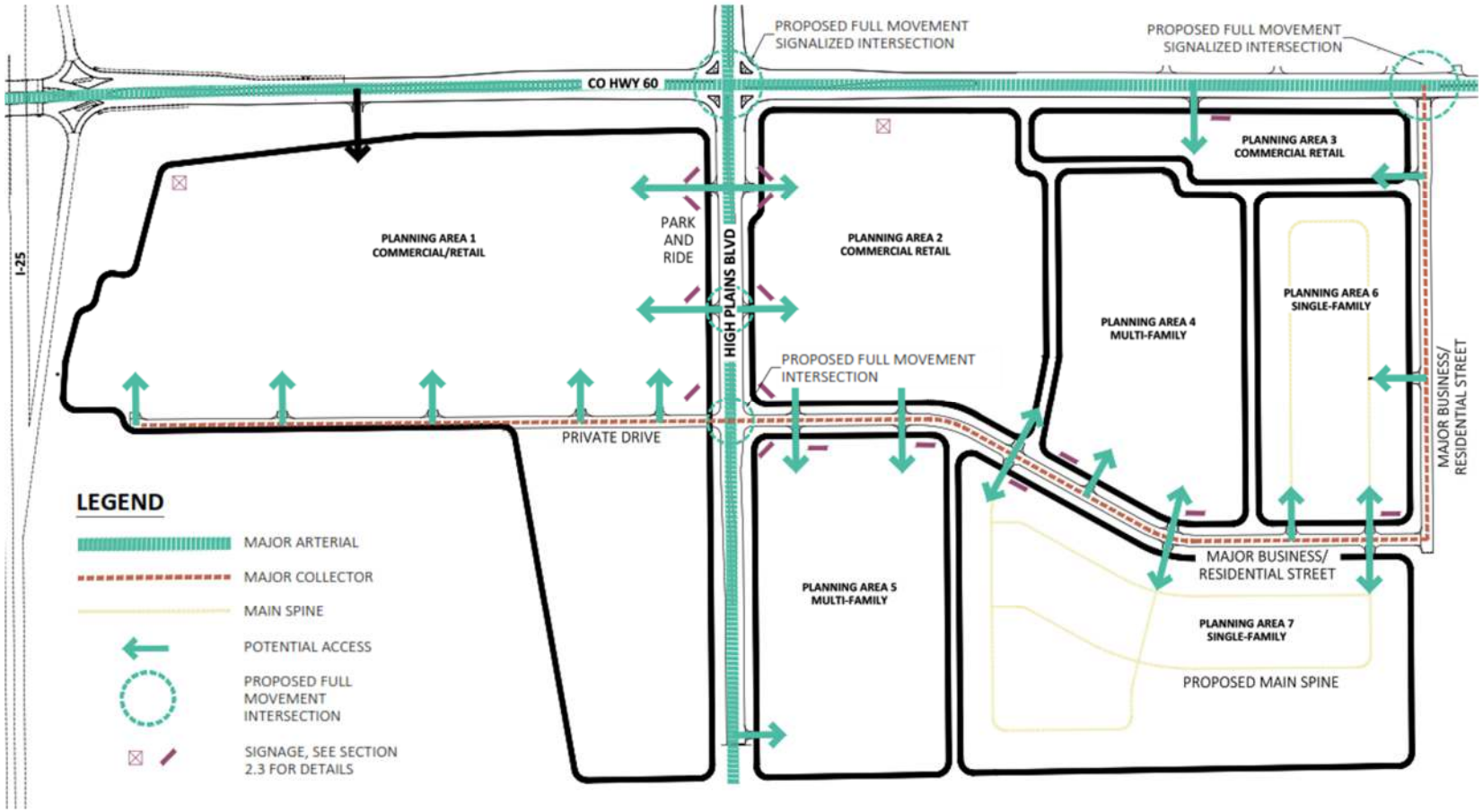
2.7 General Landscaping Guidelines

2.8 Landscaping Guidelines Per District

2.9 Site Lighting

2.1 Image Framework Plan

The image framework plan illustrates the locations of the community identification elements within the Ledge Rock Center Development. Two primary entrance signs are located along US 60 to create a gateway and emphasize entrances for people traveling east from I-25 and people driving west along US 60. Landmark and high-image intersections also develop the character of the area. These intersections may contain enhanced landscaping, decorative walls, art and overall exhibit an increased decorative character than other minor intersections. By creating a hierarchy of intersections, people will be able to use the decorative elements as a wayfinding device.



2.2 The Ledge Rock Center Signage System

All community identity signs for The Ledge Rock Center will be located in signage and landscape easements and outside of the public ROW. See the Signage Masterplan (Section 2.3) for the location of signage. Reference

2.2.1 Towers

Sign Towers are to be located at southwest corner of the development along I-25, at intersection of I-25 and HWY 60, and along HWY 60 on the East side High Plains Boulevard. The two Towers along HWY 60 are proposed to stand 80 feet tall and the Tower on the east side of High Plains Boulevard is proposed to stand 50 feet tall.

2.2.2 Primary Entry sign – Monument Signs

Primary entry signs are located at the along HWY 60.

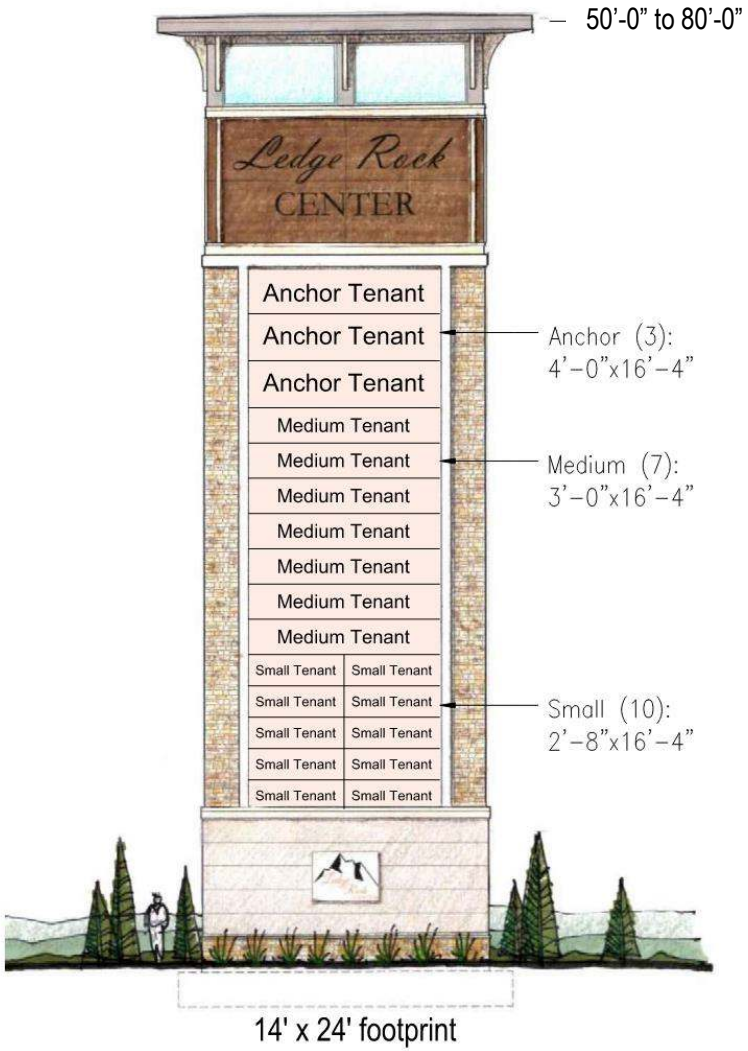
2.2.3 Primary Entry Art – Sculpture Pedestals and Pylons

Primary entry Pylons will be located along both sides of High Plains Boulevard and the connection to HWY 60. The Sculpture Pedestals will be located within the median in High Plains Boulevard.

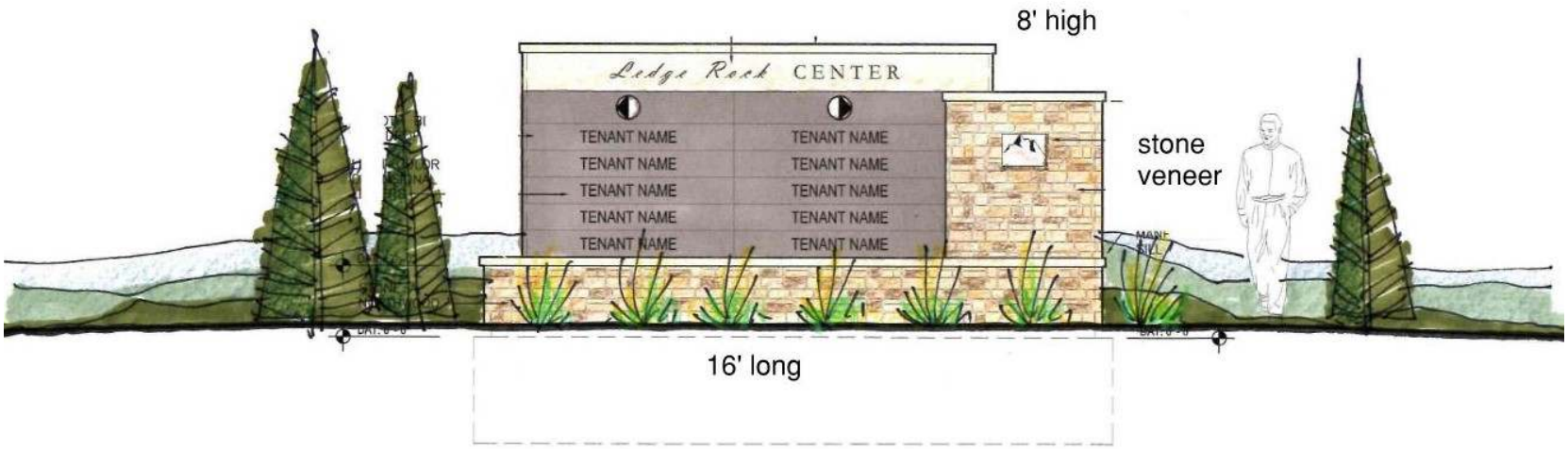
2.2.4 Secondary Entry sign – Monument, Gateway, and Kiosks

Secondary entry signs will be located along High Plains Boulevard.

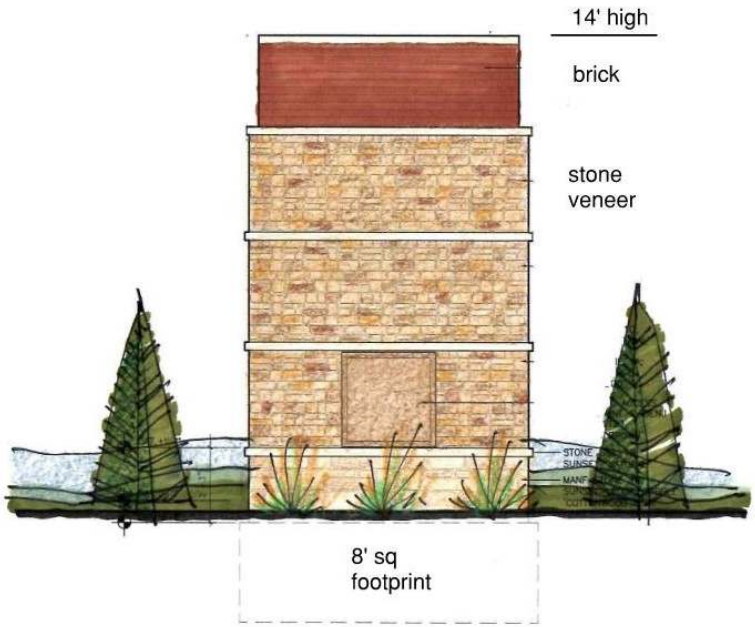
2.3 Signage Masterplan



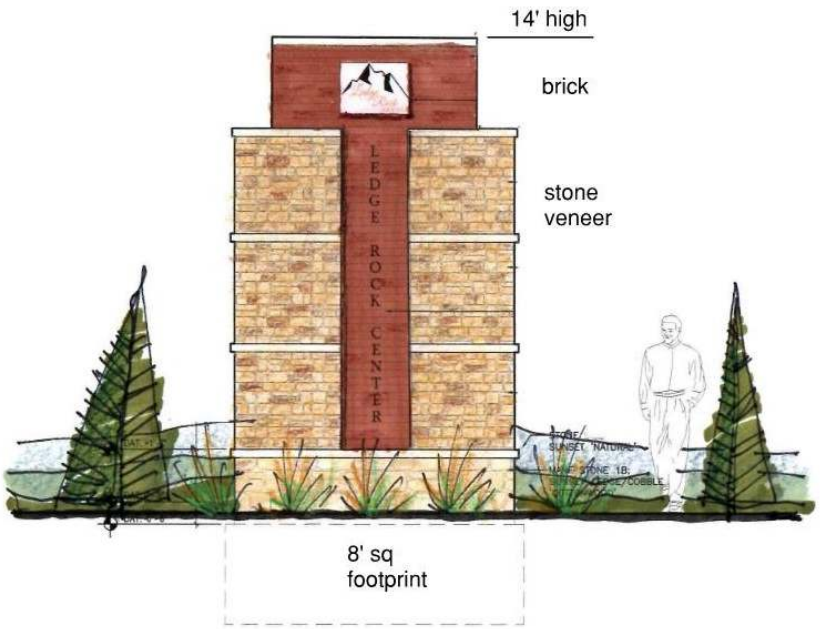
2.3.1 Signature Sign Tower - T



2.3.2 Monument Sign, Entry Islands - M

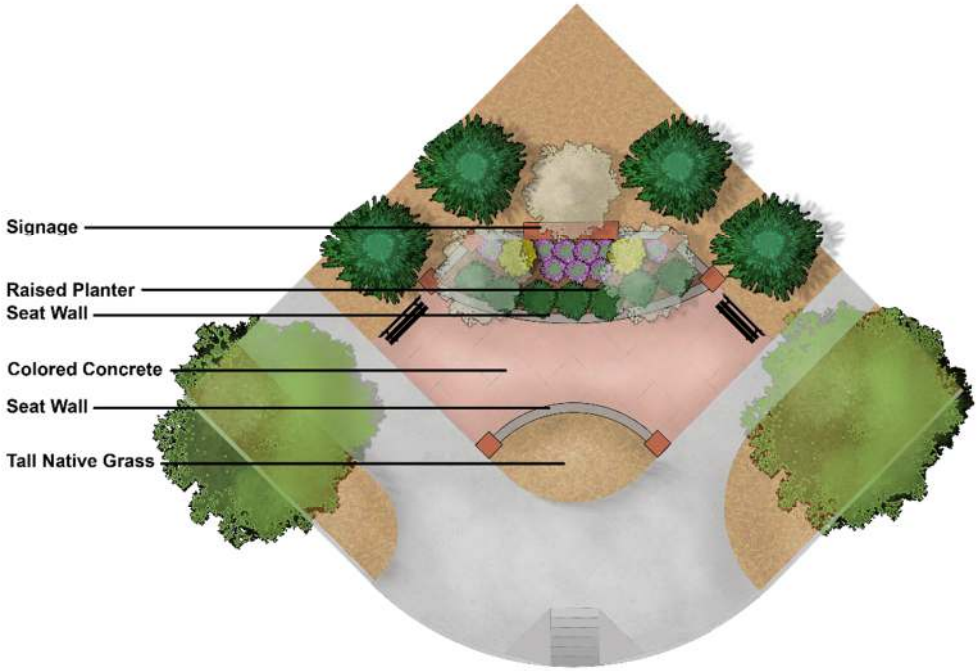


REAR

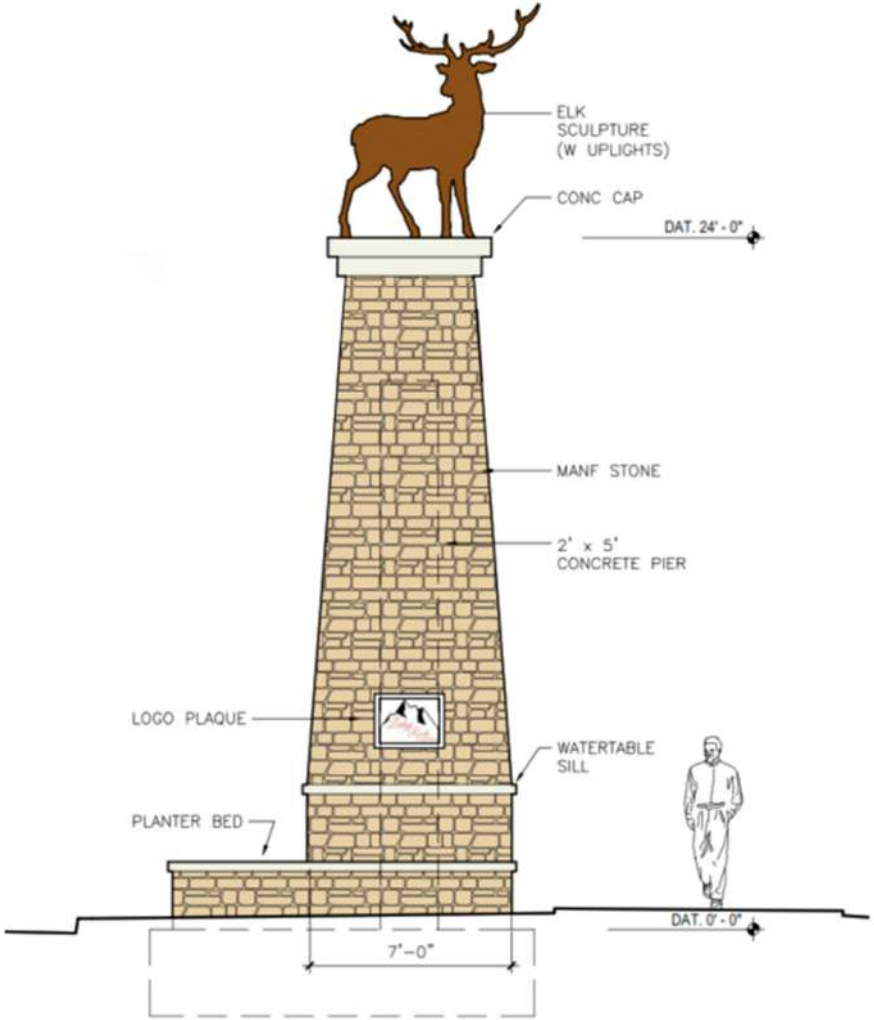


FRONT

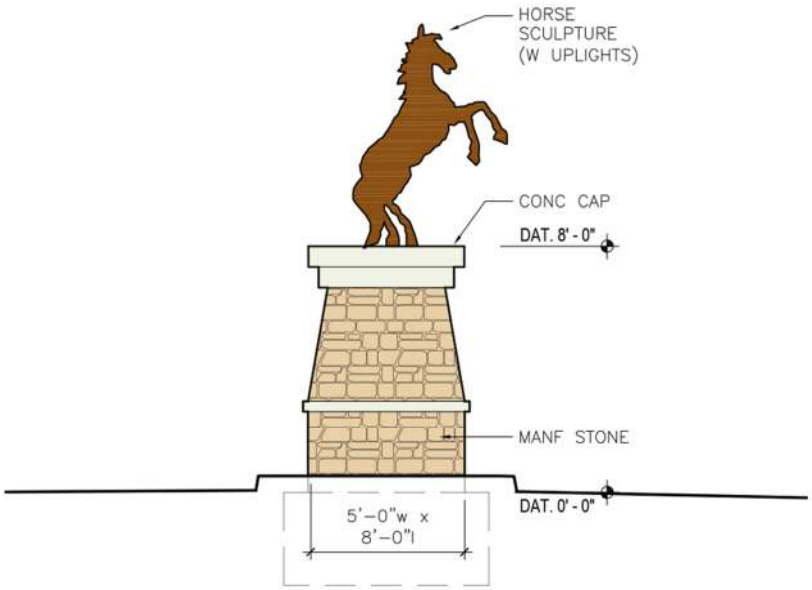
2.3.3 Entry Kiosks - K



2.3.4 Secondary Gateway Feature – G



2.3.5 Entry Pylon – E



2.3.6 Pedestal Sculpture – P

2.4 Screening

A. These areas include but are not limited to above-ground utility appurtenances, loading docks, storage areas, and open areas where machinery, vehicles or equipment are stored or repaired.

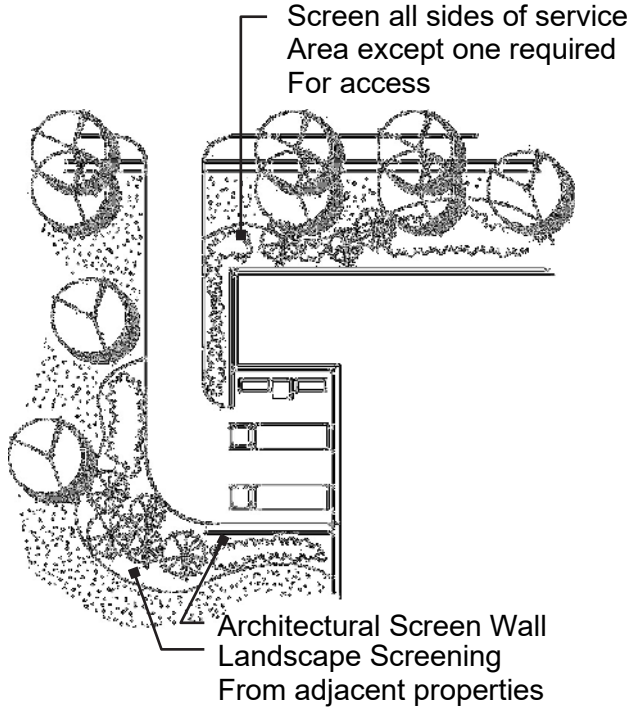
B. Areas shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are minimized and shall be at least 75% screened from adjacent properties.

C. Loading areas, drives, storage and all parking shall be paved with concrete, asphalt or other approved hardened surface as approved by LRDRC and Town of Johnstown. A concrete pad shall be provided in the access drive immediately adjacent to trash enclosures serviced by trash trucks and in the enclosure itself.

D. Areas for outdoor storage, truck parking, trash collection or compaction, loading or other such uses shall be at least 75% screened. Screen Service Areas from abutting streets unless otherwise approved by the LRDRC and Town of Johnstown. These service areas should be located within a central core or on the side of a building away from public streets where possible.

E. Non-enclosed areas for seasonal sale of inventory shall be permanently defined and screened from all adjacent uses with walls and/or fences that conform to those used as predominant materials and colors on the building.

F. Service areas should not be located directly adjacent to residential areas. If this situation occurs, no delivery, loading, trash removal or compaction, or other such operations shall be permitted between the hours of 10:00 p.m. and 7:00 a.m. unless the owner submits evidence the sound barriers effectively reduce noise emissions to a level of 45 db as measured at the lot line of the adjoining property.

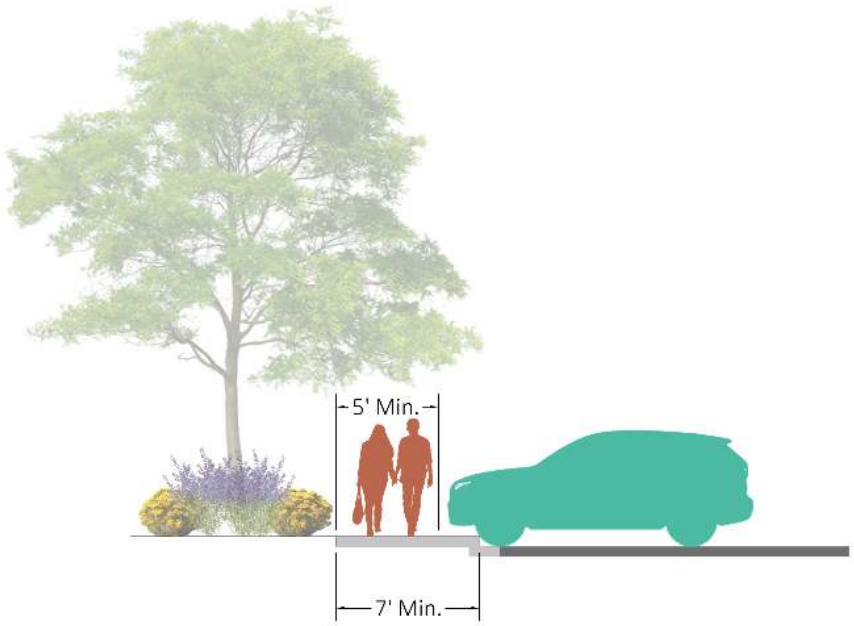


2.5 Pedestrian, Bicycle and Other Non-motorized Circulation

2.5.1 Walkway Design Criteria

A. Internal pedestrian walkways shall be distinguished from driving surfaces through a change in paving materials to enhance the crosswalk.

B. Provide as direct as possible logical pedestrian connectivity from the street and parking areas to the buildings main entrance.



Parking Overhang

2.6 Parking

2.6.1 Parking Lot Design

A. The dimensions of parking spaces will be per the Town of Johnstown Regulations, or the approved development plan for the property. Minimum parking requirements are listed in the following table:

	USE	PARKING REQUIREMENTS
a.	Clinics	1 space for every 250 sq. ft. of G.L.A.
b.	Commercial Office Buildings	1 space for every 250 sq. ft. of G.L.A.
c.	Retail Stores	1 space for every 250 sq. ft. of G.L.A.
d.	Customer services establishments	1 space for every 200 sq. ft. of G.L.A.
e.	Restaurant or Bar	1 space for every 100 sq. ft. of G.L.A.
f.	Planned Shopping Center	1 space for every 250 sq. ft. of G.L.A.
g.	Outdoor and Indoor Family Entertainment	1 space for every 250 sq. ft. of G.L.A.

B. Large parking lots shall be divided into smaller sections by landscape areas. Each section shall contain a maximum of 250 parking spaces. Landscape islands and buffers shall be used to break up the parking blocks.

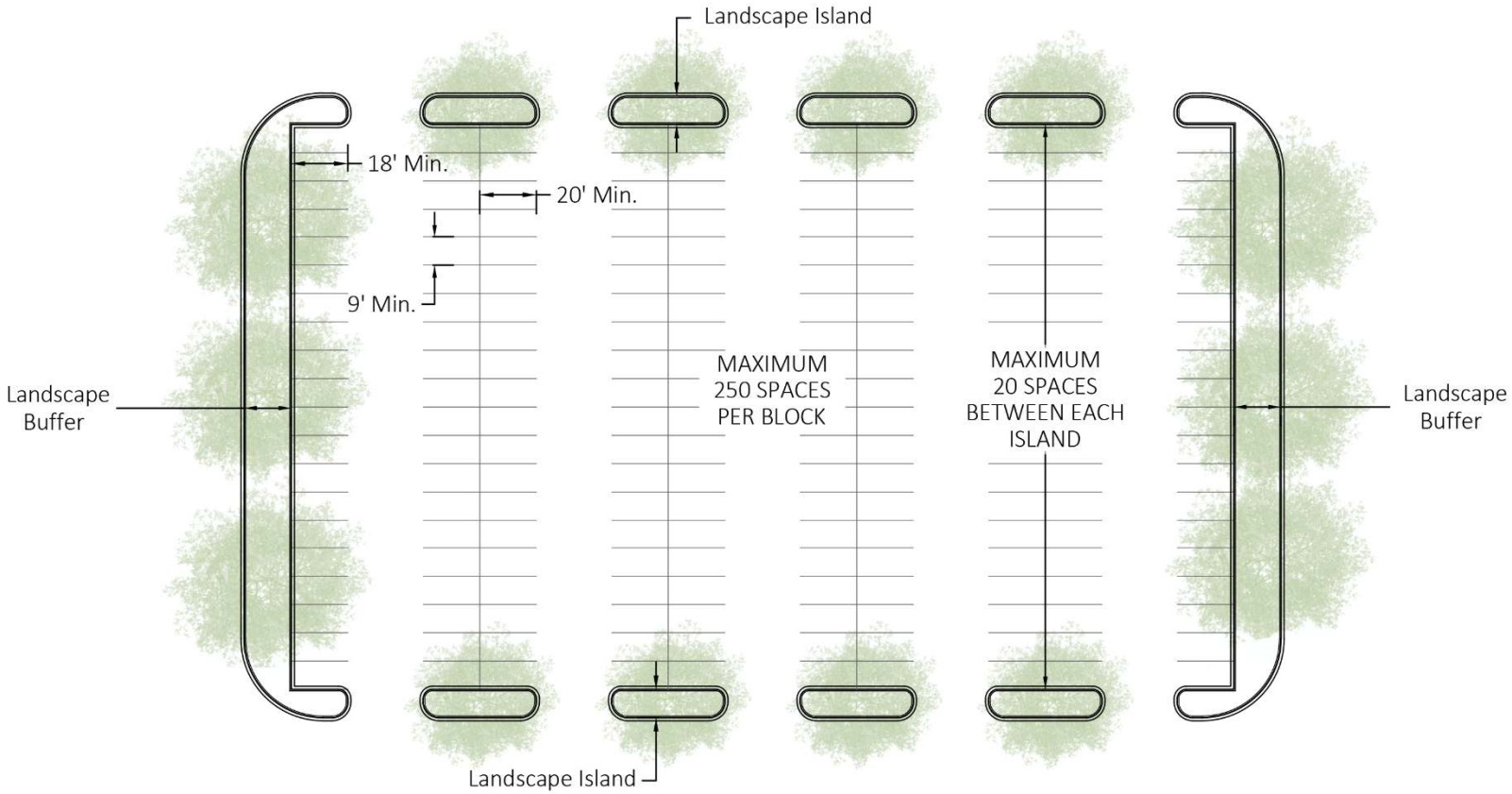
C. In a development, parking lots for each use shall be integrated within the development to the extent possible.

D. All striping in parking areas shall be white.

E. Standard Parking Spaces shall be 9’ wide x 20’ deep, typical. Where head in parking is adjacent to a landscape bed, the parking space depth is allowed to be reduced to 18’.

2.6.2 Drive-Through Facilities

A. Provide stacking per Town guidelines: 5 per lane minimum.



Parking lot Spacing and Division of Large Parking Areas

2.6.3 Bicycle Parking

A. Bicycle parking facilities are required for all land uses, except for single-family attached or detached housing.

B. For Commercial uses, bicycle parking shall be provided at a rate of one (1) bicycle parking space for every fifty (50) required parking spaces.

C. For Multi-family uses, bicycle parking shall be provided at a rate of one (1) bicycle parking space for every twenty-five (25) required parking spaces.

D. Park areas in the Single Family district shall have a rack that can accommodate a minimum of six (6) bikes.

E. Bicycle parking facilities shall be located to provide safety, security and convenience for bicycle riders. Such facilities shall not interfere with, and be located a safe distance from, pedestrian and motor vehicular traffic.

F. Bicycle parking facilities should be located outside of a vehicular or pedestrian way and be protected and separated from motor vehicle traffic and parking lots by either a three (3) foot separation distance or a curb or other physical barrier.

G. For security reasons, bicycle-parking areas should be located so they are highly visible from building entrances and convenient for employees, yet not generally visible from roadways.

H. It is recommended that bicycle parking facilities be designed to allow the bicycle frame and both wheels to be securely locked to the parking structure. The structure shall be of permanent construction such as heavy gauge tubular steel and permanently attached to the pavement foundation.

I. If the bicycle facility is to be used at night it should be sufficiently illuminated.

J. Select bicycle racks that provide for a wide range of bicycle types and individual security devices. Designs should facilitate bicycle lockup.

K. Refer to the following sections to see preferred bicycle rack types for each use: 3.2.1, 4.2.1, 5.3.4

L. Provide protection from the elements. Specific considerations include the following:

   a. Shelters and bike lockers are encouraged but not required.

   b. Protected overhangs incorporated into a building's design are a desirable solution.

   c. Shelter design and materials should complement the architectural design of the primary building.

2.7 General Landscaping Guidelines

2.7.1 Landscape Design Principles

All development shall demonstrate adherence to the following landscape design principles:

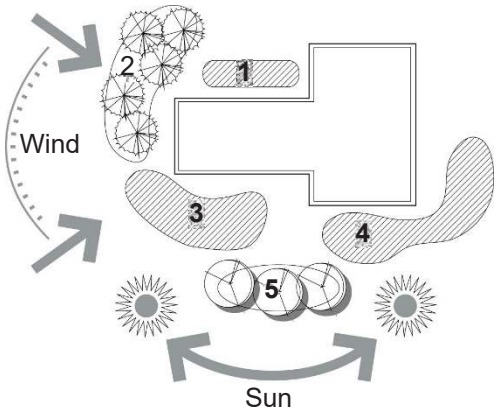
A. Design landscapes to create a naturalized appearance. Use plant materials that are indigenous to Northern Colorado where possible. (See the plant list in the Appendix). Only use introduced species in order to achieve design objectives that cannot be achieved with the use of native species.

B. Utilize a minimum of three (3) inch deep mulch to reduce soil moisture loss and moderate soil temperatures.

C. Per Town standards, Improve soil structure by the addition of composted organic material.

D. No turf grass shall be allowed in landscape areas less than eight (8) feet in width.

1. Plant species more susceptible to sun, wind & cold temperatures in sheltered areas.
2. Evergreen trees to provide shelter from winter winds.
3. SW facing plants should tolerate summer heat & drying winds.
4. Eastern facing areas allow some shelter from sun & wind.
5. Deciduous trees shade in summer and let light through in winter.



Microclimatic Considerations

2.7.2 Landscape Performance Standards

A. Landscaping shall be completed prior to Certificate of Occupancy (C.O.). If landscaping cannot be completed due to cold weather, the Town may grant a C.O. upon receipt of a sufficient letter of credit or cash surety and a written schedule for completion.

B. Cold Weather' duration is November 1 to May 1.

C. A professional Landscape Architect or Landscape Designer shall be utilized in the design documents for landscaping, in compliance with State of Colorado standards.

2.7.3 Irrigation systems

A. All landscape areas shall have an automatic clock-activated irrigation system unless waived by the Town. Landscape areas without an irrigation system (when waived by the Town) and bearing live plant material will require temporary irrigation until the plants are established and a reliable water source sufficient to sustain plant life is provided. Irrigation systems shall meet the following criteria:

a. All potable-water irrigation systems shall be designed with a 6:00 p.m. – 8:00 a.m. watering window to minimize evaporative loss. Systems shall also be designed with zoning to minimize tap sizes.

b. An automatic controller shall activate the system. Remote control valves shall operate each zone valve.

c. The system shall provide head-to-head coverage to all landscaped areas. The system shall not spray or irrigate impervious surfaces, including sidewalks, streets and parking areas.

d. All potable water systems shall be equipped with a backflow prevention device.

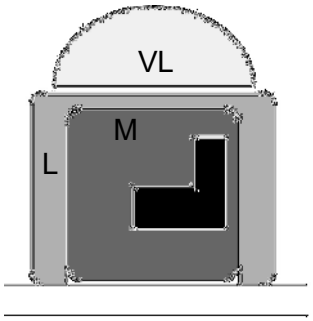
e. Spray heads, rotors and drip systems shall all be zoned separately from one another.

f. Drip irrigation shall be provided for all trees and shrubs located in shrub beds and in all native seeded areas (even those areas approved for temporary irrigation for native seed). Trees located in irrigated turf areas shall not receive drip. Drain valves shall be included at the end of each drip lateral pipe.

- Design for very low water use where a parcel a b u t s an open space in detention areas.

- Design for low water use at site perimeter or low-use areas.

- Limit moderate water use to heavily used areas, i.e.: employee courtyards, entrances.



Water Use Zones

B. For individual Site Development Plans, portions of irrigation systems may be comprised of temporary irrigation components to irrigate native areas if the Town determines that all of the following standards are met. A clear description of proposed temporary irrigation must be provided on the landscape plan and approved by the Town.:
   a. Plant selection, design, installation specifications and site conditions combine to create a microclimate that will sustain the plant material in a healthy condition without regular irrigation after the plant establishment period.
   b. All portions of the landscaped area served by temporary irrigation will be within 150 feet of an exterior water source to enable hand watering during extended dry periods.

C. Above ground temporary irrigation systems shall be approved on a case-by-case basis only if the native area is large enough to warrant the use. Above ground systems will be the responsibility of the Developer until grasses are established and the system is removed. No such system shall be permitted to be turned over to a Owner's Association for maintenance.

D. The temporary irrigation will provide reliable automated irrigation for the plants during the establishment period.

E. The Developer shall demonstrate the ability to provide ongoing maintenance of xeriscape areas necessary to keep plant material healthy without irrigation.

2.7.4 Plant Selection and Diversity.

Plant selection and diversity will be per Town Standards. Tree species prohibited within the Town per Town Standards will be removed by the developer in existing landscape areas, when appropriate, and will not be planted in new landscape areas.

A. All landscaping materials shall consist of healthy specimens compatible with local climate and meet the requirements included in these standards.

B. The plants listed in Appendix A are approved and recommended for use. Due to the variety of available plants, non-prohibited species that are not on the list may be planted provided they are replaced by an approved species if they fail to survive. Plants selected should be appropriate for the specific location and purpose.

C. Up to one-third of the proposed trees for a project may be of fast-growing varieties, such as Aspen (Populus tremuloides), and Silver Maple (Acer saccharinum). Two-thirds of the proposed trees shall be slower growing, long-lived trees, such as Norway Maple (Acer platanoides), Oak (Quercus sp.), Linden (Tillia sp.), Honeylocust (Gleditsia triacanthos inermis) and other hard Maples (Acer saccharum or rubrum). The variety shall be sufficient to minimize the effect of plant disease.

D. Recognizing that it is undesirable to plant a large percentage of one tree species which may result in uniform disease susceptibility and eventual extinction of that species, the following diversity standards shall be required:

   a. For any one proposed development project (including common open space areas), no more than 15% of any one species of tree (for trees considered hardy in this area), or 10% of any one (1) species of tree considered marginally hardy for this area, shall be proposed. This shall be measured per total trees in the development, including existing trees.

   b. For small development projects, exceptions to the above diversity requirement may be allowable where the size of the development makes minimum diversity percentages unreasonable. A variance request is to be made by a note on the landscape plans and shall be subject to approval by the Town.

   c. Coniferous trees shall comprise 25% of any landscaped area, where suitable. Unsuitable areas include areas where icy conditions may be created with the use of conifers at road intersections, road curves, bike path intersections, bike path curves, site distance restricted areas or narrow areas. Locate conifers so mature spread will not overgrow streets or walks or cause conflict with intersection or driveway sight distance requirements.

E. Shrubs shall be a mixture of evergreen and deciduous varieties. Small shrubs shall be used between the bike path and the curb along street rights-of-way to avoid safety obstructions.

2.7.5 Landscape Maintenance

A. Maintenance includes all reasonable and regular irrigation, weeding, weed control, fertilizing, pruning as well as removal of tree wrap and staking, and bike path snow and ice removal per standard horticultural practices and Town code. Plant materials that show signs of insect pests, diseases and/or damage shall be appropriately treated. Dead plant material will be replaced according to an approved landscape plan. An initial inspection of landscaping installation will be done at the time of development or change in use.

B. The developer and subsequent owner(s) shall be responsible for maintaining all on-site, common landscaping, and Right of Way plantings as shown on an approved landscape plan.

C. The developer and subsequent owner(s) shall be responsible for maintaining the landscaping improvements on all adjacent rights-of-way as shown on an approved landscape plan unless a maintenance agreement is reached with another entity. The Town, at its discretion, may add, remove, replace, or maintain landscaping within the right-of-way per Town standards.

D. The developer and subsequent owner(s) shall be responsible for maintaining all irrigation systems in sound condition and so all plant material receives the necessary amount of water. Leaks and other broken and/or non-performing equipment shall be repaired in a timely manner. Systems shall be periodically adjusted to eliminate water spraying onto paved surfaces. Watering times shall be regularly adjusted to meet the seasonal needs of the plants while minimizing overwatering.

2.7.6 Existing Landscape Preservation

Existing landscaping may be used to satisfy the quantity requirements of landscape guidelines. One existing tree or shrub may be considered as satisfying one tree or shrub requirement.

2.7.7 Amenity Areas

Amenities areas include any area of development that introduce active or passive design elements for pedestrian use.

A. Passive Amenity Area – Include areas that have enhanced hardscape and landscape design. These areas are usually accompanied by seating, trash receptacles, and bike racks.

   i. Plazas and Pocket Parks

B. Active Amenity Areas – Parks and Regional trails.

2.8 Landscaping Guidelines Per District

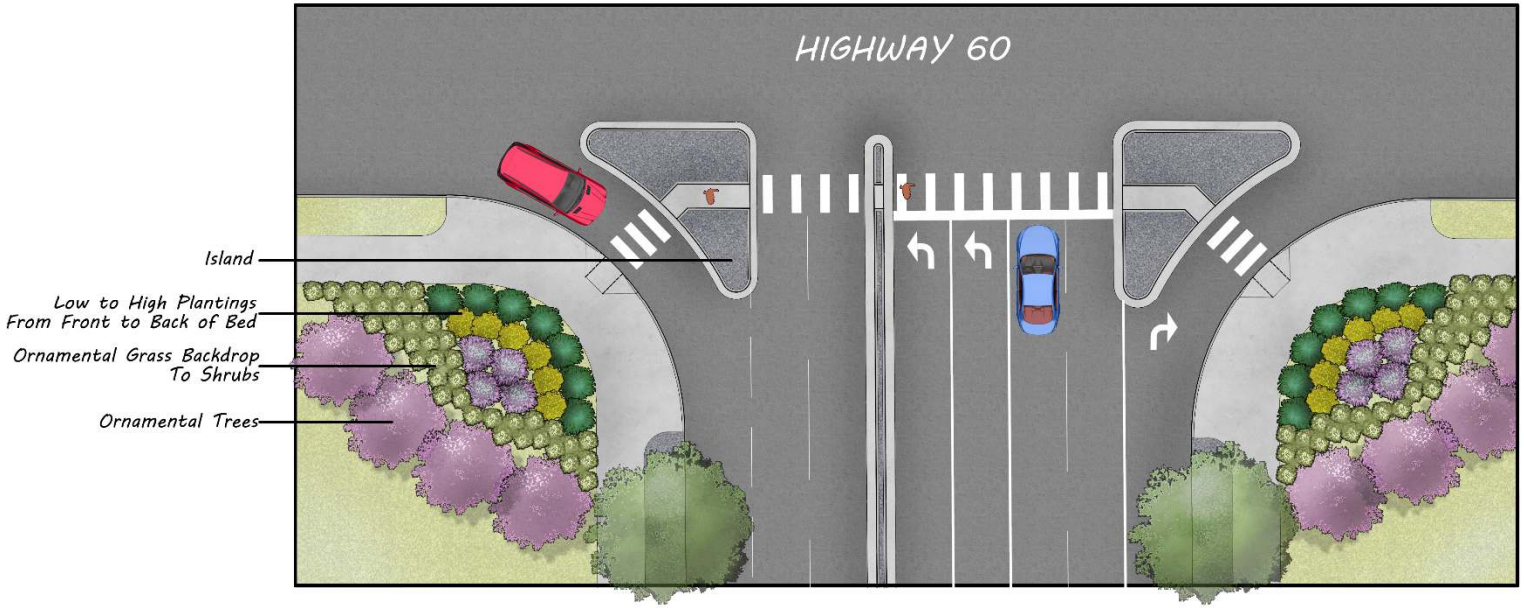
2.8.1 Landscape Guidelines for Public Property

A. Arterial Rights–of-Way. The developer is responsible for landscaping the entire area from the back of the curb to the property line at the time the adjacent land develops for a specific use. Arterial landscaping is intended to provide an overstory street canopy along arterial streets and a landscaped area between the street and pedestrian areas.
   a. Refer to the Town of Johnstown standards for street tree spacing and vegetative cover density.
   b. In addition to sod, a drought tolerant native seed mix is allowable in the Arterial right-of-way.

B. Treatment of Ditch Rights-of-Way. Ditch rights-of-way shall be designed and installed by the developer as part of the public improvements and then dedicated to the Town as public right- of-way, in compliance with the Johnstown Area Comprehensive Plan and Town of Johnstown Landscape Standards and Specifications. Applicant should receive approval from the Ditch Company prior to making any such improvements. Such areas are to be shaped and landscaped as follows:
   a. The publicly dedicated area will be landscaped in a similar fashion to the rest of the development and as approved by the LRDRC and Town of Johnstown.
   b. At a minimum, both irrigated and dryland grass will be the primary groundcover, except for shrub bed areas. The decision shall be elective on the part of the LRDRC and Town of Johnstown.

2.8.2 Streetscape Design - Highway 60

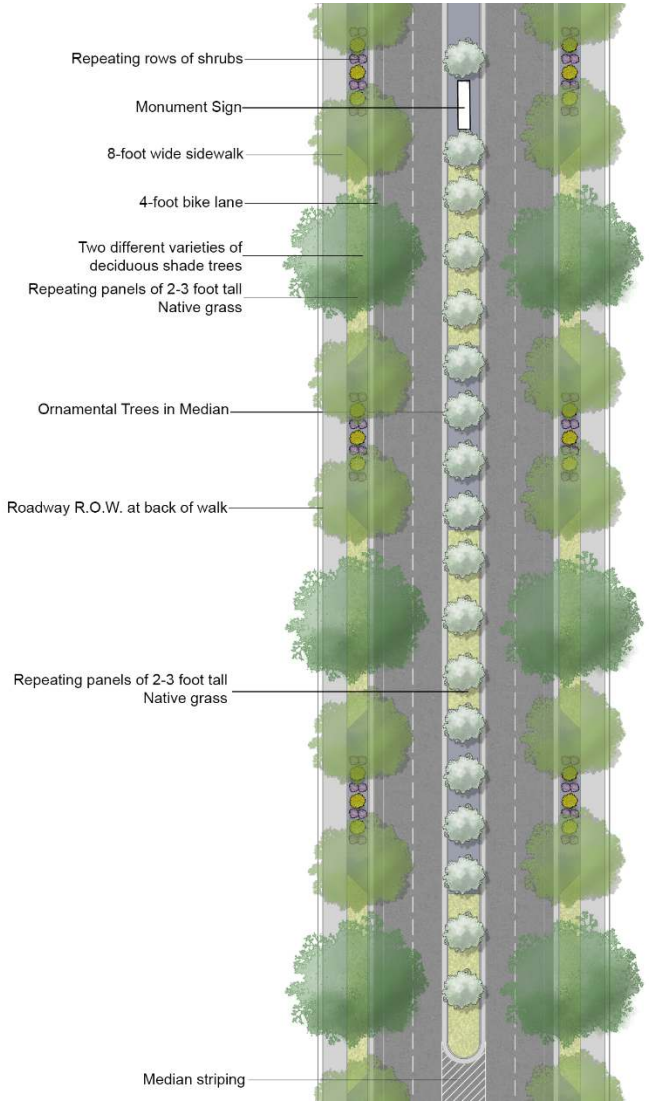
In order to create an appropriate landscape corridor along US 60 that can be perceived at highway speeds, large masses of trees and shrubs are required. The right-of-way will be primarily drought- tolerant native grass. This treatment will transition to bands of shrub/perennial beds and tree groupings that meander from just inside the ROW to the private property and back. The goal is to avoid a straight line treatment at the edge of the ROW while ensuring a safe transportation network, limiting plantings between 2' and 8' within the sight triangles.



2.8.3 Primary Entry Design Perspective

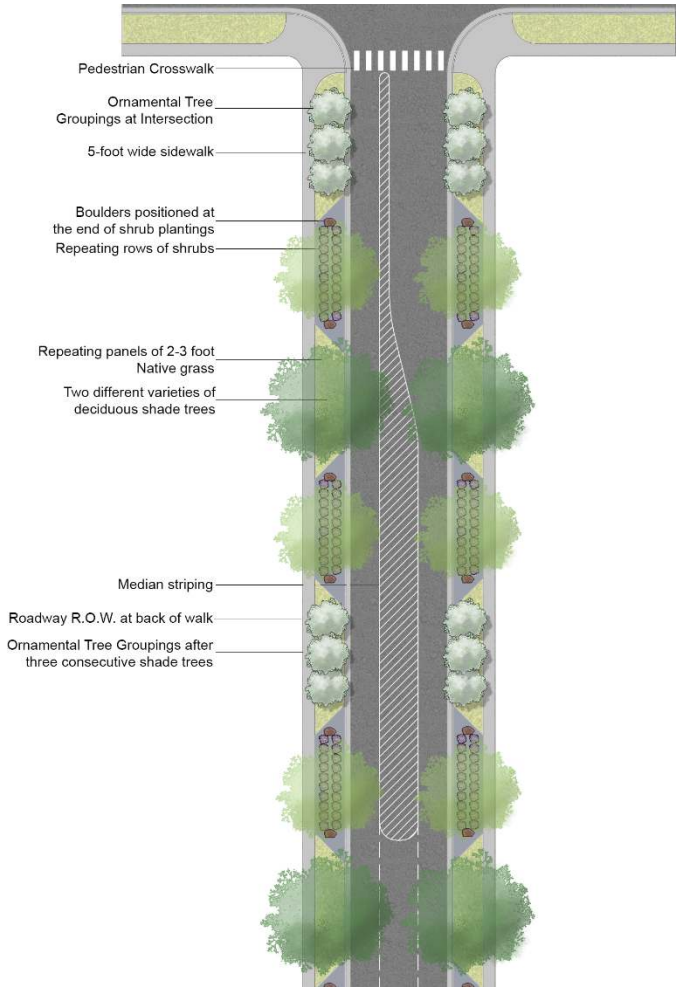
2.8.4 Streetscape Design - Major Arterial Roadway – High Plains Boulevard

Due to the size of the development, planting of arterial and collector streets will be treated in a similar fashion in order to create a unified and significant streetscape image. The streetscape design emphasizes xeriscape principles and a unique look that sets Ledge Rock Center apart. A varying mix of deciduous trees will be planted in alternating rows in order to create a pleasant pedestrian experience. A mixture of drought-tolerant native grass sections and shrubs planted in a stone groundcover will be used for the groundcover in order to minimize water usage, reduce maintenance, and provide contrasting textures and colors. Shrubs will be planted in masses within areas to emphasize the streetscape forms, screen cars and provide landscape interest. Boulders located along the streetscape within the shrub bed portions will add visual interest as well as tie sign materials into the streetscape.



High Plains Boulevard Plan View

2.8.5 Streetscape Design - Major Collector Roadways



Collector Street Plan View

2.8.6 Private Property Perimeter Parking Landscape Guidelines

A. Retail/Commercial District

a. A concrete pedestrian walk, at least five (5) feet wide, will be provided along the length of the landscape median closest to the building entrance. The walk will connect to perimeter pedestrian walks, whenever possible, and include raised and striped crosswalks.

B. Multi-family District

a. Perimeter landscaping requirements for parking areas include the area of land at least 6 feet from the edge of the back of curb from the parking area and are to be landscaped with one (1) tree and five (5) shrubs per 600 square feet or portion thereof.

2.8.7 Private Property Internal Parking Landscape Guidelines

The following standards apply for all districts:

A. Interior rows of parking spaces will provide a landscape island at the end of each row of parking spaces. Landscape islands will also be provided within the row of parking spaces so that there are no more than twenty-five (25) consecutive parking spaces without a landscape island.

B. Landscape islands will have minimum dimensions of nine (9) feet by the length of the parking row.

C. Islands will be landscaped at a rate of at least one (1) overstory/shade tree and three (3) medium or five (5) small shrubs for each 9 foot by 18 foot parking island. Overstory/shade trees will comprise at least 75% of the trees within the landscape islands. Evergreen trees shall be prohibited in parking lots unless island widths are sized to accommodate mature growth.

D. Landscape islands will contain rock, mulch or irrigated grass. No turf grass shall be planted in parking lot islands or medians unless the turf area is at least ten (10) feet wide.

2.9 Site Lighting

A. Decorative Pole Lights
   1. Manufacturer/model: Luminus, EC811
   2. Finish: Anodized, Dark Bronze`
   3. Mount: Concrete Footing, Permanent Mount

B. Standard Parking Lot Pole Lights
   1. Manufacturer/model: Luminus, BVA31
   2. Finish: Anodized, Dark Bronze
   3. Mount: Concrete Footing, Permanent Mount

C. Light Bollards
   1. Type: Pedestrian
   2. Material: Aluminum or Steel
   3. Manufacturer/model: Architectural Area Lighting C89 Round
   4. Color: Powdercoat Black

D. All fixtures must be dark sky, LED, cut-off fixtures.

E. Substitutions for lights may be permitted if similar to requested design and approved by LRDRC.

SECTION 3 – Retail / Commercial District

3.1 Retail / Commercial District Introduction

3.2 Retail / Commercial District Hardscape Design

3.3 Retail / Commercial Building Design

3.4 Retail / Commercial Tenant Sign Criteria

3.1 Retail / Commercial District Introduction

3.1.1 Proposed Land Uses

The proposed land use plan illustrates areas for development by breaking them down into categories. Categories may include more than one use; however, each use shall follow the general design guidelines as established in the previous sections, as well as the guidelines for specific uses established in Section 3.

3.1.2 Retail Overall Site Plan

3.2 Retail Hardscape Design

3.2.1 Site Furnishings and Amenities

A. Bench
   1. Material: Metal
   2. Accepted Manufacturer / model
      - Wabash Valley – BU1113C
   3. Finish: Powder Coat
   4. Color: Black
   5. Mount: Permanent Mount

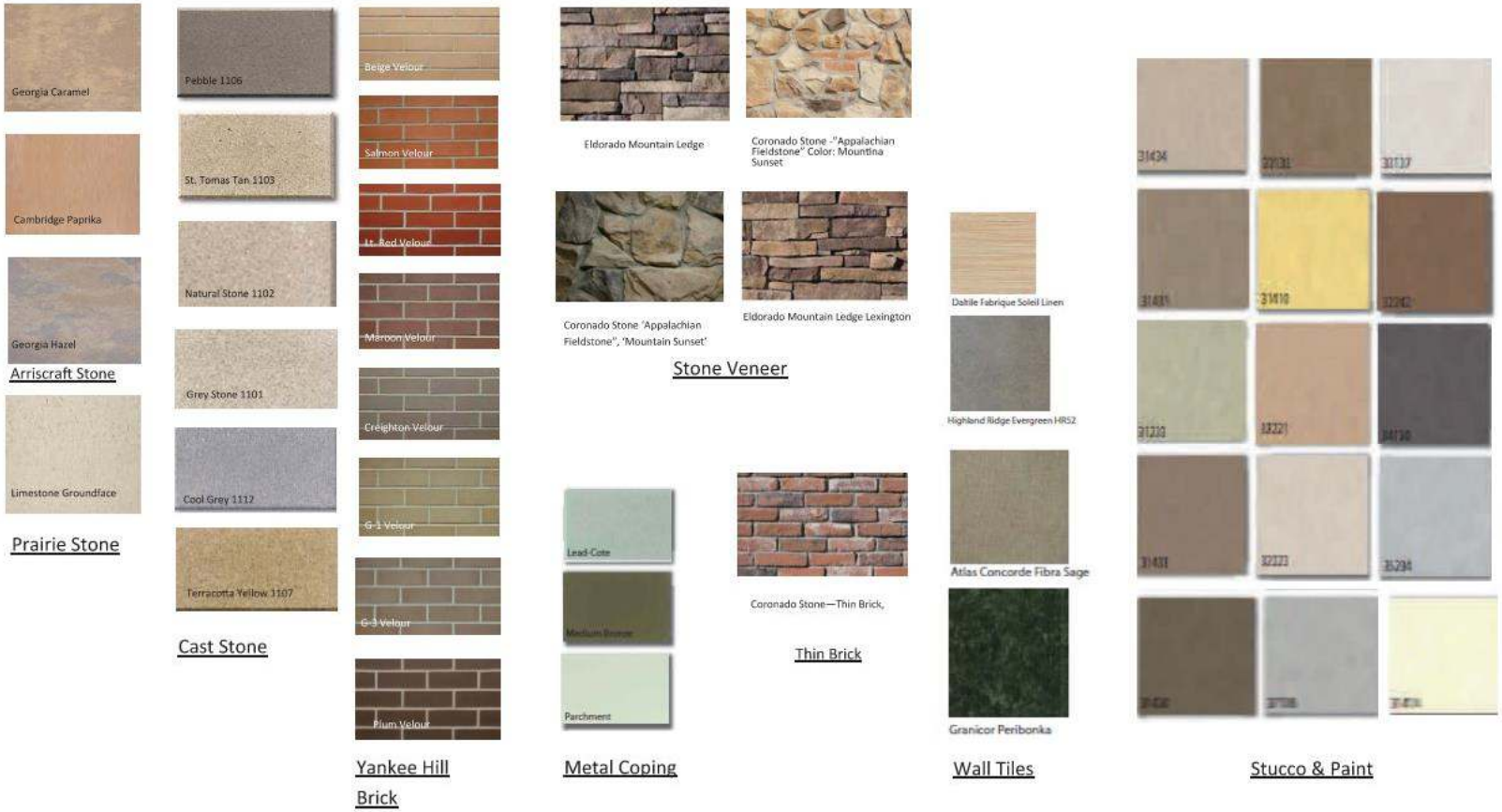
B. Litter Receptacle
   1. Material: Metal
   2. Accepted Manufacturer / model
      - Wabash Valley – Elegance E Style 32 Gallon
   3. Finish: Powder Coat
   4. Color: Black
   5. Mount: Permanent Mount

C. Bicycle Racks
   1. Material: Stainless Steel
   2. Accepted Manufacture / model
      - Wabash Valley – Circular Bike Rack
   3. Mount: Permanent Mount

D. Substitutions for furnishings may be permitted if similar to requested design and approved by LRDRC

3.2.2 Conceptual Site Plan – Amenities Masterplan

3.3 Retail Building Design – Natural, Neutral



STANDARD EXTERIOR MATERIALS

3.3.1 Building Guidelines

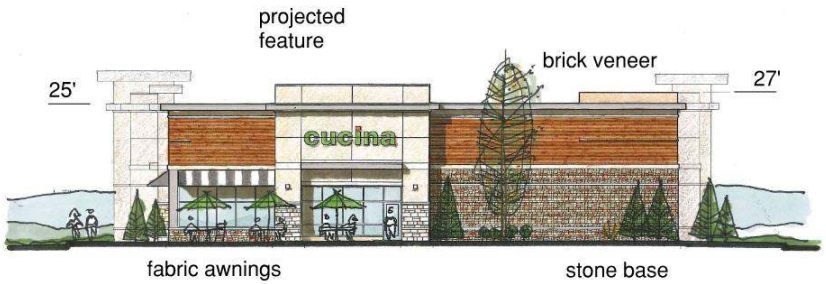
a) Façade modulation:
Primary facades shall incorporate changes in plane to provide interest and break down larger masses. Primary facades on main and medium anchor buildings shall not be longer than 150' or 60% of the length of the building (whichever is less) without a significant change in plane. Primary facades on medium and small pad strip buildings shall not be longer than 80' or 50% of the length of the building (whichever is less) without a significant change in plane.

b) Façade projections / articulation:
Primary facades shall include detail to provide break down of the surface; to include change in materials, windows, awnings or other articulation. Provide canopies, porticos, or solid color awnings over doors and windows primary sides.

c) Roof profile:
Parapet or rooflines shall be broken to provide interest. Roofs or parapets on front facades of main and medium anchor buildings shall not run in a straight line over 150' or 60% of the length of the building (whichever is less) without step or change in type. Roofs or parapets on front facades of medium and small pad strip buildings shall not run in a straight line over 80' or 50% of the length of the building (whichever is less) without step or change in type.

d) Building Size Definitions:
Large Size Inline Building – Over 50,000 sf
Medium Size Inline Building – 20,000 – 50,0000 sf.
Small Size Inline Building – Under 20,000 sf.
Outlot/Pad Building – Single Tenant, under 12,000 sf.

3.3.2 Typical Large Inline Building



3.3.3 Conceptual Medium Size Inline Building

SMALL SIZE INLINE BUILDING
General Design Guidelines:

1. Buildings shall exhibit breakdown in mass using projections and insets in plan to provide shadows, variations in roofline, and a mix of natural/neutral colored materials.
2. Provide colorful fabric awnings at windows and storefront.
2. Suggested materials: ledge stone, brick, neutral color EFIS.
4. Provide detailing using reveals on EIFS, cornices,stone watertables, etc.

3.3.4 Conceptual Small Size Inline Building

3.3.5 Conceptual Outlot/Pad Building

SECTION 3.4 – Tenant Sign Criteria

3.4.1 Tenant Signage Design Criteria—Introduction:

(Also applies to Pad Site/Outlot Tenants)

The purpose of this section is to define and specify all exterior signage criteria for Tenant Buildings in Ledge Rock Center. Entrance monuments and Overall District Signage are addressed in other Sections. Each Tenant/Pad Site Tenant shall provide signage package for its space as described below.

All sign packages shall be submitted for approval at least one hundred twenty (120) days of Lease Commencement Date to the Ledge Rock Center Design Review Committee prior to fabrication and installation. At a minimum, such drawings must show locations, sizes, and styles of lettering, materials, and types of illumination, installation details and logo design. Upon approval, the LRDRC shall issue a letter of approval to the tenant for use in obtaining a sign permit from the Town. In addition to LRDRC review, the tenant must gain Town approvals and permits.

If the plans are disapproved by the LRDRC, the Tenant/Pad Site Tenant shall resubmit them within fifteen (15) days from date of the notice of any disapproval, until such plans are finally approved.

The cost of the fabrication, permitting and installation shall be the responsibility of each individual tenant. Sign construction is to be completed in compliance with local building codes and sign ordinances, and the instructions, limitations and criteria contained in this manual. Each sign will conform to the limitations listed in this document below.

3.4.2 Signage Definitions

a. Blade Sign – A panel type sign, projecting perpendicular from the wall. Located below the parapet, eave, or canopy.
b. Direct Illumination – A sign where the source of illumination is in front of the sign, and not internal.
c. "Halo" Lighting – A source of illumination entirely within an individual letter, which makes the letter/sign visible at night by means of lighting the background upon which the individual letters are mounted. The letter itself is opaque, and thus silhouetted against the background. The source of illumination is not visible. Also called 'internal indirect' or 'reverse channel' lighting.
d. Internally Illuminated – A sign or letter which is illuminated from a light source located inside or behind the sign face, and where the light is transmitted through a translucent material that is part of the sign face.
e. Plaque – A wall-mounted panel sign.
f. Wall Sign – A sign mounted to the façade of a building, below the eave or parapet.
g. Environmental Graphics – Artwork on a solid panel or glass, not to include lettering or advertising/identification. Not counted as a Wall Sign.

i.. Tenant Size Descriptions for signage parameters:
Outlot/Pad Site— Leasable area 0 – 12,000 s.f.
Small Shop Inline Tenant— Leasable area 0 – 9,999 s.f.
Sub-Major Tenant— Leasable area 10,000 – 19,999 s.f.
Major Tenant – Leasable area more than 20,000 -49,999 s.f.
Anchor Tenant – More than 50,000 s.f.

3.4.3 Sign Types and Parameters

A. Outlot/Pad Site Sign Parameters
(0 – 12,000 s.f.)

a. Outlot/Pad Site Tenant sign area shall be on the building faces above the entrances and integrated as part of the building design.
b. The maximum height for Wall Signage letters in the body of the sign is 5'-0".
c. The sign areas shall not exceed ten percent (10%) of the area of the façade of which it is placed .Area is measured from grade to top of flat facades or cornices, and/or top of eaves of sloped roofs.
d. Maximum one sign per facade with a maximum of (3) three.
e. Wall Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Reverse channel halo lighting is encouraged.
f. Drive-Thru Restaurant: Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall-mounted menu boards, which shall not exceed 35 square feet in area and six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane to minimize visibility from adjacent streets and uses/tenants. One (1) order confirmation board may also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area.

B. Small Shop Inline Tenant Sign Parameters
(0 - 9,999 s.f.)

a. The maximum height for letters in the body of the sign is 5'-0".
b. Signs shall not extend more than 8" beyond the face of the surface to which the sign is mounted.
c. The sign areas shall not exceed ten percent (10%) of the area of the façade of which it is placed. Area is measured from grade to top of flat facades or cornices, and/or top of eaves of sloped roofs, and demise walls of tenant.
d. Wall Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Reverse channel halo lighting is encouraged.
e. Blade Signage: Allowed one (1) per storefront, seven (7) square feet max. Letter height shall be six (6) inches max. Blade signs are only allowed if below a canopy. The blade sign shall be located on an elevation drawing, with clear height to bottom of sign indicated, minimum 8' clear.
f. Plaque: A 4 sf wall mounted Plaque shall be allowed in lieu of a blade sign, in areas not under a canopy. Max letter height of 6".
g. Drive-Thru Restaurant: Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall-mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area.

C. Sub-Major Tenant Sign Parameters
(12,000 – 19,999 s.f.)

a. The maximum height for letters in the body of the sign is 6'-0".
b. Tenant sign area shall be on the building faces above the entrances and integrated as part of the building design.
c. Maximum one sign per facade with a maximum of (3) three.
d. Wall Sign areas shall not exceed ten percent (10%) of the area of the façade of which it is placed. Area is measured from grade to top of flat facades or cornices, and/or top of eaves of sloped roofs, and demise walls of tenant.
e. Wall Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Reverse channel halo lighting is encouraged. All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted.
f. Drive-Thru Restaurant: Each drive-through restaurant shall be permitted no more than two (2) free-standing or wall-mounted menu boards, which shall not exceed 35 square feet in area or six (6) feet in height and shall be located adjacent to and oriented toward the drive-through lane. One (1) order confirmation board may also be permitted per menu board and shall not exceed a four (4) foot height and three (3) square foot sign area.

D. Major Tenant
(More than 20,000 s.f. to 49,999)

a. Tenant sign area shall be on the building faces above the entrances and integrated as part of the building design.
b. The maximum height for letters in the body of the sign is 6'-0".
c. The sign areas shall not exceed six percent (6%) of the area of the façade of which it is placed .Area is measured from grade to top of flat facades or cornices, and/or top of eaves of sloped roofs, and demise walls of tenant.
d. Maximum one sign per facade with a maximum of (3) three.
e. Wall Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Reverse channel halo lighting is encouraged.

E. Anchor Tenant
(More than 50,000 s.f.)

a. Tenant sign area shall be on the building faces above the entrances and integrated as part of the building design.
b. The maximum height for letters in the body of the sign is 6'-0".
c. The sign areas shall not exceed six percent (6%) of the area of the façade of which it is placed .Area is measured from grade to top of flat facades or cornices, and/or top of eaves of sloped roofs, and demise walls of tenant.
d. Maximum one sign per facade with a maximum of (3) three.
e. Wall Signage shall be illuminated individual letters mounted to the face of the building. The use of a colored or frosted Plexiglas face is required. Individual faces shall be fabricated from flat, smooth one-eight inch (1/8") Plexiglas. Letter returns shall be fabricated of .090 aluminum with .063 aluminum letter backs. Retainers shall be one inch (1") trim cap or the equivalent and shall match the return. All signs must be illuminated from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Reverse channel halo lighting is encouraged.

3.4.4 General Sign Parameters – All Exterior Signage

a. In general signs must be made up of individual illuminated letters; conventional box signs that include attractive and distinctive designs with details such as raised letters will be considered on an individual basis.

b. Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs will be reviewed on an individual basis.

c. Tag lines shall be allowed on an individual basis only and are subject to Landlord/Developer approval. Any allowable tag lines shall be individual illuminated letters (no box signs) and shall not exceed 10" in height. The width of the tag line shall not exceed the width established for the primary signage included in the signage calculation.

d. No exterior sign or sign panel will be permitted to extend above any roof line.

e. Any sign, notice or other graphic or video display, particularly self-illuminated signs, located within the store and which is easily visible from the shopping center will not be allowed. Illuminated Signs within 48" of a window are regarded as signage.

f. Manufacturers' labels, underwriters' labels, clips, brackets, or any other form of extraneous advertising attachment or lighting devices shall be fully concealed from public view.

g. No exposed lamps or tubing will be permitted.

h. No exposed raceways, crossovers or conduits will be permitted.

i. All signage returns shall be semi-gloss black enamel finish, or blend with adjacent building color.

j. All cabinets, conductors, transformers and other equipment shall be concealed from public areas. Visible fasteners will not be permitted.

k. All metal letters, including channel letters, shall be fabricated using fully-welded construction, with all welds ground smooth so as not to be visible.

l. Acrycap or trimcap retainers used at the perimeter of sign letter faces shall match in color and finish the face or the sides of the sign.

m. Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the building face. Angle clips attached to letter sides will not be permitted. All mounting attachments shall be sleeved and painted, and concealed.

n. All signage whether halo illuminated or not, shall be pin mounted on building façade. Halo illuminated signage shall be

pin mounted a minimum of 2” from builder façade. Direct or internally illuminated signage shall be pin mounted a minimum of 1/2'” and maximum of 1” from building face.

o. Except as provided herein, no advertising placards, flags, balloons, banners, pennants, names, insignia, trademarks, or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the storefront windows and doors, within 4’ of the storefront without prior written approval of the Landlord / Developer. Painted, flashing, animated, audible, revolving, or other such signs that create animation are not permitted.

p. Non-illuminated exterior signage is allowed upon approval and receipt of a Special Event Permit from Town.

q. Any Plexiglas sign faces shall not be clear.

r. Sign illumination shall be internal and self-contained.

s. All electric signs and installation methods must meet UL standards and contain a UL label.

t. Decals or other signing indicating products lines or credit card acceptability shall not be permitted on the storefront glazing other than stores operating hours.

u. All illuminated signs must be turned on during the Center’s normal operating hours per lease. The use of time clocks for sign and show window lighting is required. Lighting of signs shall be at hours required by Landlord/Developer.

v. Double stacked lettering shall be allowed on an individual basis only and are subject to Landlord/Developer approval. Double stacked letters shall be a maximum 24” high individual letters and shall comfortably fit within the Landlord bulkhead as determined by the Landlord/Developer’s Representative.

w. Minimum height of all signage shall not be less than 60% of the maximum allowable letter height except for approved taglines.

x. All signage is subject to the approval of the Landlord/Developer’s Architect and the local authorities. Landlord/Developer has design discretion of overall size and height of letters and signs.

y. Tenants are required to provide a concealed access panel from within the Tenant’s leasable area, if applicable, to service and install exterior building signage.

z. Signs placement that would cause sight obstruction within required sight triangles along roads and drives is prohibited.

3.4.5 Signs Not Permitted
(also applies to Pad Site/Outlot Tenants)

a. Sign materials such as die cut vinyl, gold or silver leaf, or paint.
b. Boxed pillow or cabinet type formed plastic or injection molded plastic signs.
c. Signature signage (window sign or sign plate indicating name of shop or good sold) in addition to primary signage.
d. Cloth, paper, cardboard and similar stickers or decals around or on surfaces on the storefront without prior written approval from Landlord/Developer.
e. “Sale” sign, “Special Announcements” sign or other advertisement of any kind on the exterior without Special Event Permit from Town or written approval from Landlord/Developer.
f. Exposed neon signs.
g. Animated, moving, rotating or flashing.
h. Noise making.
i. Additional signage of any kind within 4’ of storefront windows.
j. Signage on Awnings.
k. Use of the word “Outlet” in the signage text is prohibited.

3.4.6 Additional Signage Permitted
(also applies to Pad Site/Outlot Tenants)

a. Service doors to Tenant spaces throughout the project shall be identified by standard 4” signs/lettering, identification only (name and address number) and shall be installed by the Tenant. The Tenant shall not apply any signage or other wording to service doors.
b. All signage must be shown to scale on the approved storefront elevation, for approvals.
c. All additional signage shall be submitted to the LRDRC for approval as specified in Section 1.
d. Any minor deviations to this criteria will be reviewed on an individual basis and subject to LRDRC and Town approval.

3.4.7 Environmental Graphics

a. Must be non-commercial graphics/artwork. No advertising or messages. Mounted on permanent metal panel or glass.
b. Must be front lit with concealed or other non-exposed type lighting system. No backlit lighting is allowed.
c. Graphics must integrate with building façade design.
d. Designs must integrate with the overall shopping center design.

3.4.8 Directional Signage (Wayfinding)

a. For minor wayfinding per outlot or parcel of inline pads, as necessary for drive-thrus, banks, etc.
b. Each sign must not exceed four (4) square feet in total size.
c. Logos must not exceed one (1) square foot.
d. Sign support structure for directional signage must not exceed five (5) feet in height unless a deviation is granted.
e. Signs placement that would cause sight obstruction within the sight triangles are prohibited.
f. Proposed signage shall be included on Site Development Plans, for Location and Information review.

SECTION 4 MULTI - FAMILY DISTRICT – PLANNING AREAS 4 AND 5

4.1 Overall Site Plan / Phasing

4.2 Hardscape Design & Amenities

4.3 Building Design

4.1 Multi-family Conceptual Site Plan

SECTION 4.2 – MULTI-FAMILY HARDSCAPE DESIGN & AMENITIES

4.2.1 Site Furnishings and Amenities

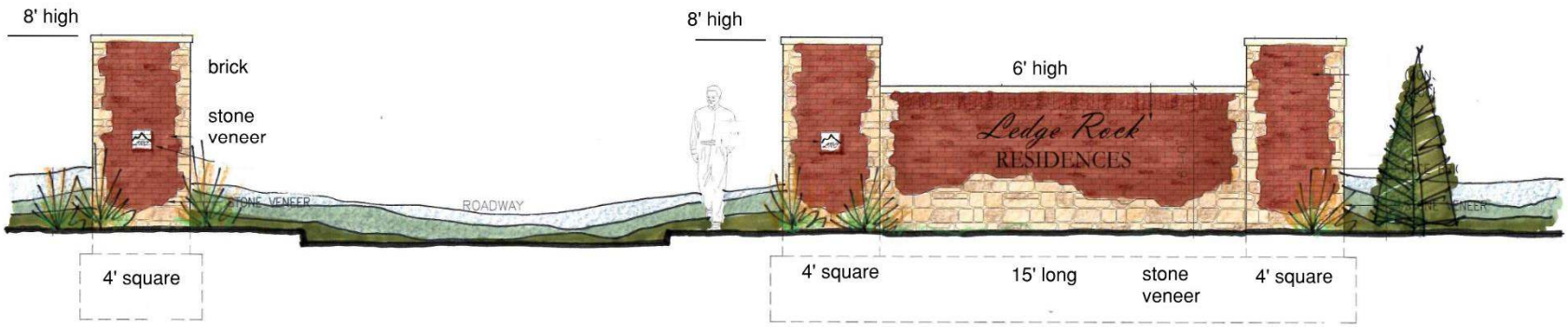
A. Bench
   1. Material: Metal
   2. Accepted Manufacturers / model
      - Theparkcatalog – Kensington Bench
   3. Finish: Powder Coat
   4. Color: Black
   5. Mount: Permanent Mount

B. Litter Receptacle
   1. Material: Metal
   2. Accepted Manufacturers / model
      - Theparkcatalog – Plaza Steel Strap Receptacle
   3. Finish: Powder coat
   4. Color: Black
   5. Mount: Permanent Mount

D. Bicycle Racks
   1. Material: Metal
   2. Accepted Manufacturers / model
      - Theparkcatalog – Sunrise Bike Rack
   3. Finish: Powder coat
   4. Color: Black
   5. Mount: Permanent Mount

E. Substitutions for furnishings may be permitted is similar to requested design and approved by LRDRC.

4.2.2 Conceptual Site Plan – Multi-family Amenities Masterplan



4.2.3 Monument Signs at Entries

SECTION 4.3 – Multi-family Building Design

4.3.1 Building Design

A. Compatibility with Existing Development and Site Design
   a. The design of new structures in or adjacent to existing developed areas shall be compatible with or complementary to the established architectural character of such areas. Compatibility may be achieved through techniques such as:
      i. Repetition of roof lines.
      ii. Use of similar proportions in building mass and outdoor spaces.
      iii. Similar relationships to the street.
      iv. Similar windows and door patterns.
      v. Building materials with similar colors and textures.
   b. Site design for flex uses should incorporate, where possible, central, common service/ loading areas.

B. Treat all sides with similar materials.
   a. Multi-family building facades shall be articulated with porches, balconies, bays or other offsets.

C. Accessory buildings should be similar in character and materials as primary buildings.

D. All facades of a building shall have similar materials.

E. Materials and Colors
   a. Primary facade and roof colors shall have a low reflectance and be a subtle, neutral or Earth-toned color. Earth-tone colors are suggested to be beiges, taupes or browns. Neutral colors are defined as whites, greys or charcoal color values.
   b. Trim and accents of brighter colors, including primary colors, are allowed. Vivid colors shall be used sparingly (3% or less of a façade). Vivid colors are defined as bright colors, such as primary colors.
   c. Preferred predominant facade materials include: glazing, brick, native or cultured stone, tinted and textured concrete masonry units, architectural precast concrete panels, site cast tilt-up concrete, stucco, synthetic stucco, high quality insulated metal panel or ACM panels that have colors & textures to mimic smooth or textured stucco surfaces. Exposed concrete shall have an attractive texture and/or color.
   d. Optional predominant facade materials include: high quality architectural insulated metal wall panels that mimic the texture & appearance of stucco or other appropriate finishes. In addition, high quality ACM Metal Panel such as Alucabond or Reynobond are allowed as a primary material given they are architecturally appropriate to the overall

design aesthetic.

e. Prohibited predominant materials are smooth-face concrete block, full ceramic walls, and pre-fabricated uninsulated, non-textured, flat metal panels. These materials may be used as accent but shall occupy no more than 30% of a façade. Glazing with reflectivity or opacity higher than 60% is strictly prohibited.

f. Facades that face a street or parking area shall not have a blank, uninterrupted length exceeding 50 feet without including at least two (2) of the following:
   i. Change in plane.
   ii. Change in color.
   iii. Change in texture or pattern.
   iv. Windows.
   v. Columns, piers or equivalent element that subdivides the wall.

g. Facades greater than 150 feet in length shall incorporate wall plane projections or recesses having a depth of at least 2% of the length of the facade and occupy at least 20% of the length of the facade.

F. Building Entrances

a. Primary building entrances shall have clearly defined and provide shelter from the sun, wind, rain and snow, and include two (2) of the following:
   i. Canopy, arcade or portico.
   ii. Overhang or recess.
   iii. Raised corniced parapet.
   iv. Peaked roof or arch.
   v. Architectural detail such as columns, tile work, stone or moldings integrated into the building structure.
   vi. Integral planters or wing walls and incorporate landscaped areas and/or places for sitting.
   vii. Special landscape or site feature.

G. Roof and Top Treatments

a. Rooftop mechanical equipment must be non-obtrusive, screened from view or designed to be integral components of the building. Design is subject to LRDRC and Town of Johnstown approval.

b. The average parapet height may not exceed 15% of the supporting wall height.

c. Maximum height or any portion of a parapet shall not exceed 1/3 of the supporting wall height.

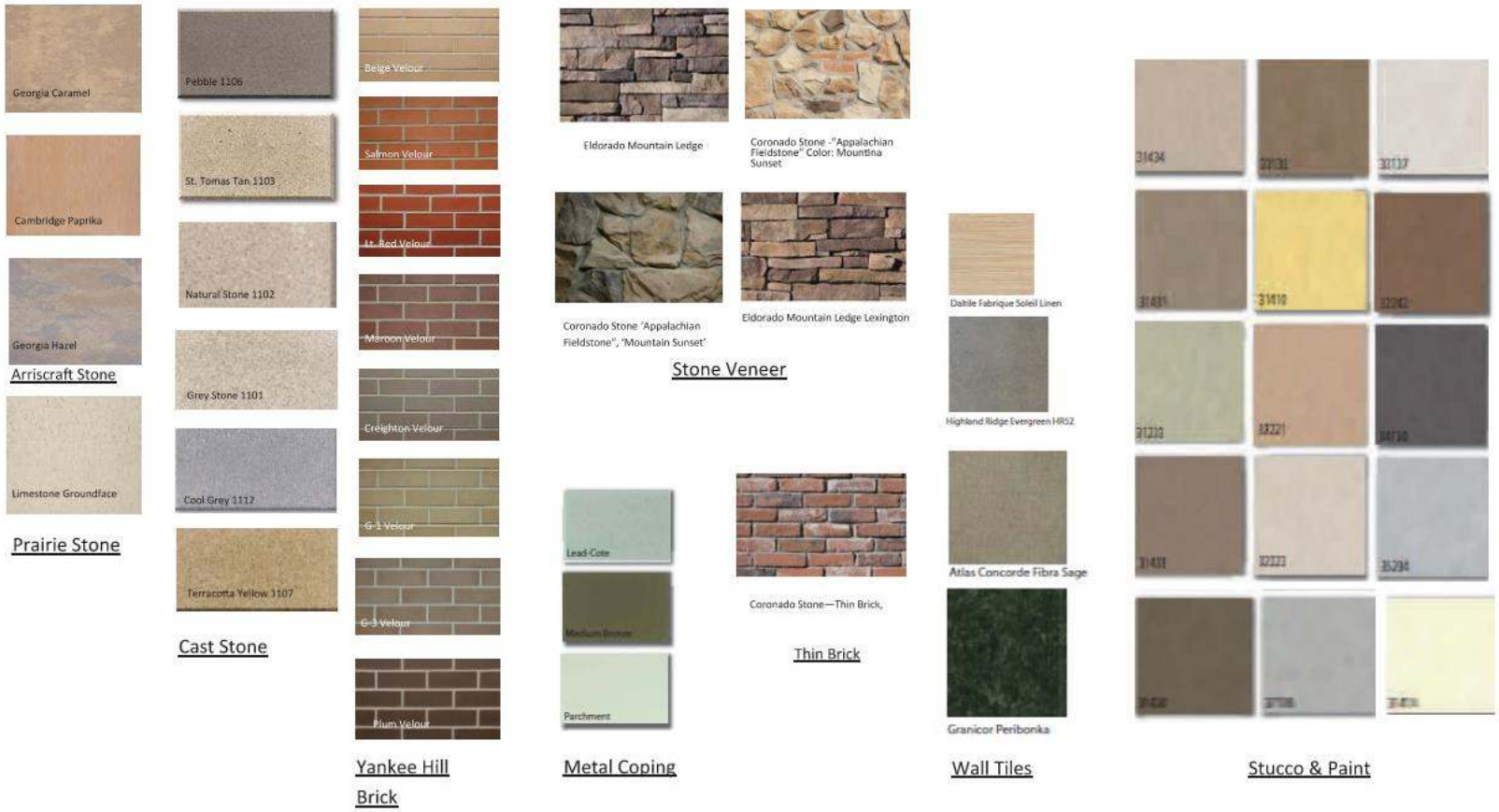
d. Sloping roofs, where they occur, shall range between 4/12 and 12/12 slopes.

e. Large sloped roofs must have variations in height or offsets to break up the large plane with a maximum 100 linear feet of one plane.

f. Larger roof elements, when used as an architectural expression are allowed on a case by case basis.

g. Accessory Building.

h. Shall be of the same character and materials as primary buildings.



STANDARD EXTERIOR MATERIALS

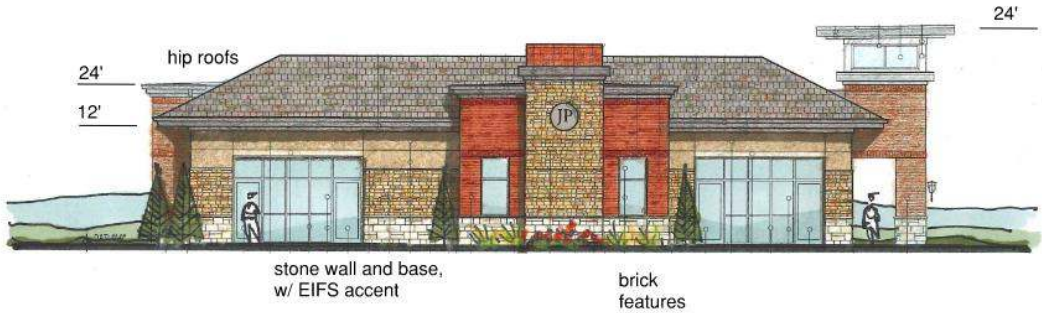
FRONT ELEVATION
(rear similar)

END ELEVATION

APARTMENT BUILDING
General Design Guidelines:

1. Buildings shall exhibit breakdown in mass using projections and insets in plan to provide shadows, variations in roofline, and a mix of natural/neutral colored materials.
2. Provide multiple material or style variations on buildings within a single complex.
3. Suggested materials: ledge stone, brick, neutral color EFIS,
4. Provide detailing using reveals on EIFS, cornices, railings, etc.

4.3.2 Conceptual Typical Apartment Building



CLUBHOUSE BUILDING
General Design Guidelines:

1. Buildings shall exhibit breakdown in mass using projections and insets in plan to provide shadows, features to define entries, hip roofs, and a mix of natural/neutral materials
2. Suggested materials: ledge stone, brick, neutral color EFIS, high-end comp shingles
4. Provide detailing using reveals on EIFS, cornices, etc.

4.3.3 Conceptual Typical Self-Storage Building

SECTION 5 - SINGLE FAMILY DISTRICT - PLANNING AREAS 6 AND 7

5.1 Introduction

5.2 Overall Site Plan

5.3 Site Planning & Design

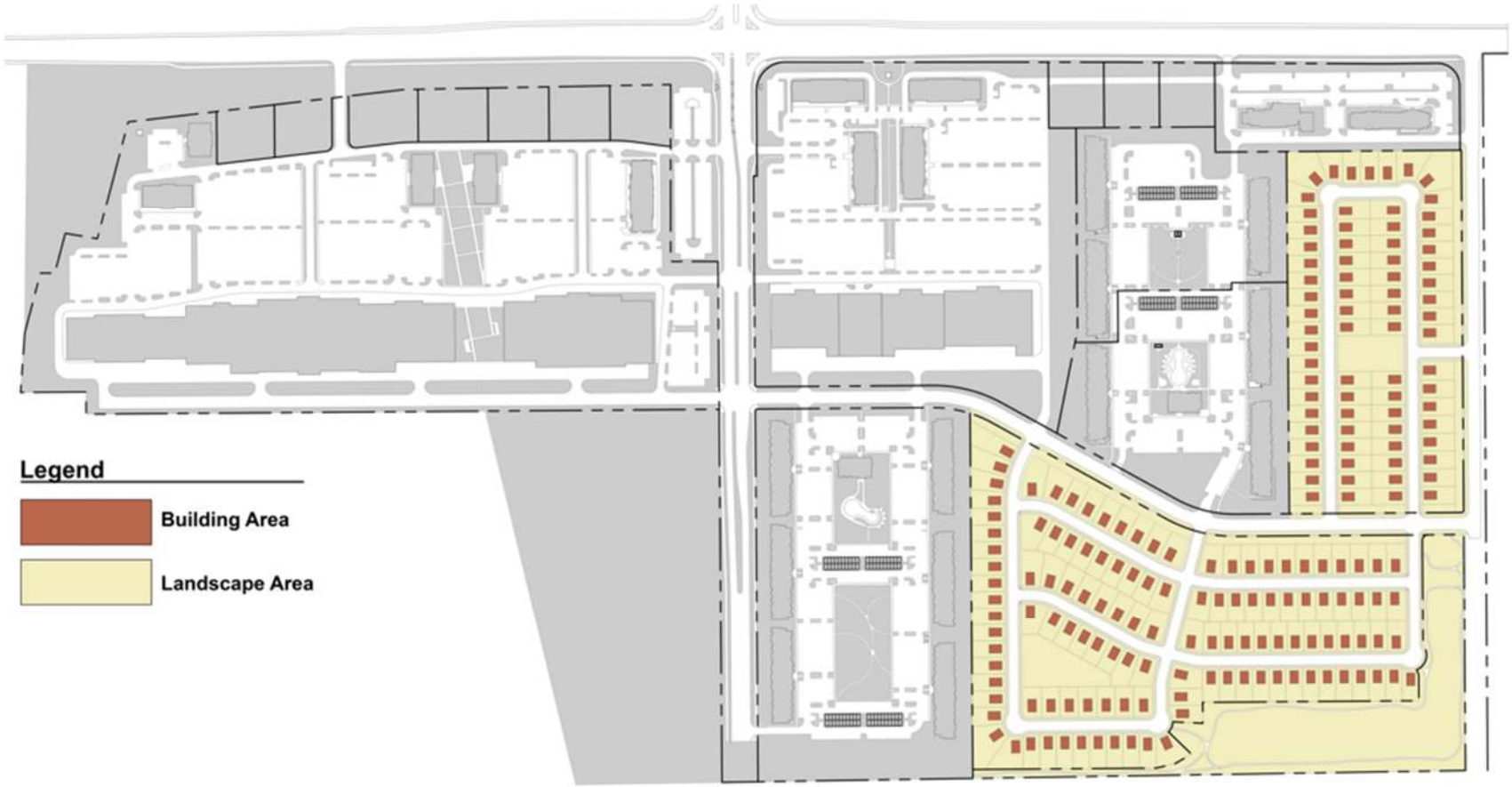
5.4 Architectural Design

5.5 Residential Improvement Guidelines

5.6 Site Restrictions and Specific Types of Improvements

SECTION 5.1 – Introduction

It is the intent of these guidelines to promote both high quality construction and a cohesive neighborhood design. The guidelines, although specific, are broad enough that homeowners, Architects, builders, and landscape designers still have great flexibility for innovation and creativity. In order to create an interesting neighborhood, no home elevation may be built within three lots of itself, including across the street. In order to maximize the panoramic views for neighboring lots, the Ledge Rock Design Review Committee (LRDRC) has designated certain lots for single-story homes only. All Architectural and land- scape designs must be reviewed and approved by the LRDRC. In addition, all residential home and subdivision design shall be reviewed and approved by the Town of Johnstown. The LRDRC reserves the right, at its sole discretion, to deny approval based on design and/or style, even though minimum square footages and other requirements may have been met.



5.2 Conceptual Single Family Site Plan

SECTION 5.3 – Site Planning

5.3.1 Site Planning - Garages, Accessory Buildings, and Hard Surfacing

A. Accessory/Storage Buildings - Not permitted unless approved by the LRDRC. Must be located behind the home, screened from view of street and/or public view. Must not exceed eight feet (8') in height from grade and be constructed with similar siding and roofing and match the paint on the rest of the home. Metal storage buildings are not permitted. Garages and accessory buildings should be an integral part of both the residence and the overall site. Garages and garage doors should be designed so that they are not the dominant Architectural features of the residence. Designs that create open- space enclosures such as courtyards, enclosed patios, and parking courts are encouraged. Garages and accessory buildings are encouraged to be connected to the main residence through the use of breezeways, pergolas, and covered walkways.

B. Driveways - Driveways should be no more than 18 feet in width at the street, widening to 24 feet at the garage and apron, a minimum of 3' from the property line , enough space to provide a minimum of two (2) vehicle parking spaces. Hard surface materials, colors, and textures shall blend with the Architecture of the residence.

5.3.2 Site Planning – Furnishings and Amenities – Private Single Family Lots

A. Fencing - LRDRC approval required for all fencing and gates. The following are general guidelines regarding fence specifications:
   a. Fencing location, style and material must match subdivision requirements which are to be determined with future plan submittals for the respective subdivisions.
   b. Fence must be installed per setback requirements as set by Town of Johnstown. Please note that it is the homeowner's responsibility to maintain this area between the fence and the street curb. The homeowner accepts the responsibilities assumed by placing a fence in an easement area.
   c. All fencing shall be maintained in good repair and shall be of the size, color and material as approved by the LRDRC.
   d. No chain link fences shall be allowed.
   e. No side gates allowed. All gates must be installed facing the front of the property.

B. General Fencing guidelines:
   a. 6' white vinyl fencing may be installed by homeowners on all property lines that are shared with another property owner in accordance with Town codes. Certain locations require 3-rail split rail fencing pursuant to the Fencing Exhibit which is attached hereto and incorporated herein by reference indicating property lines that require white vinyl 3-rail fencing. White vinyl 3-rail fencing is not permitted in any other location. Welded wire may be installed inside the split-rail fencing for containment.
   b. All per approved development plans for the Final subdivision.

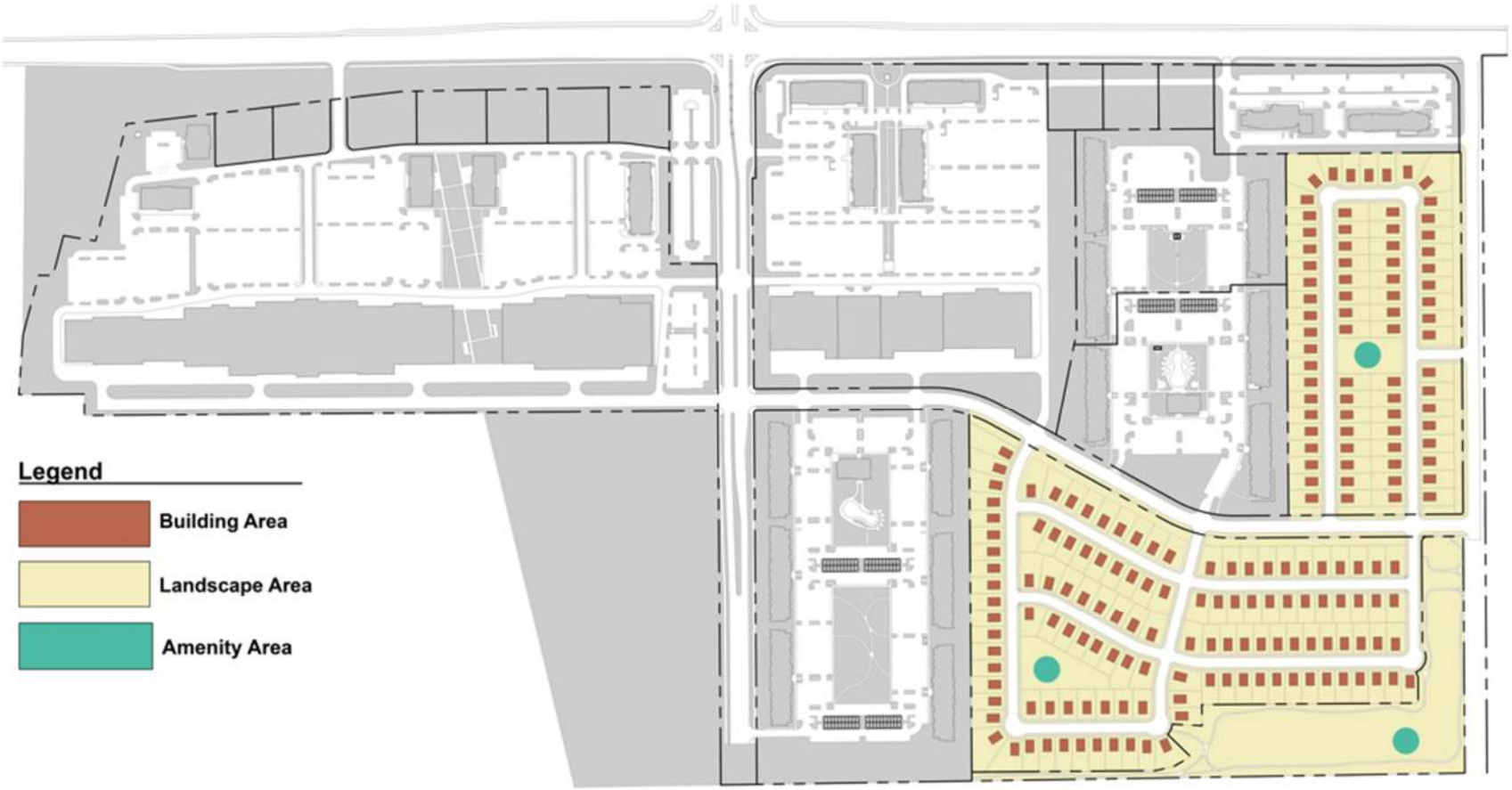
5.3.3 Site Planning - Furnishings and Amenities – Public (Common Open Spaces)

A. Bench
   1. Material: Metal
   2. Accepted Manufacturers / model
   - Belson – Commercial Steel Bench with Straight Back or approved equal
   3. Finish: Powder Coat
   4. Color: Black
   5. Mount: Permanent Mount

B. Litter Receptacle
   1. Material: Metal
   2. Accepted Manufacturers / model
   - Belson – Flare Top Trash Receptacle or approved equal
   3. Finish: Powder Coat
   4. Color: Black
   5. Mount: Permanent Mount

D. Bicycle Racks
   1. Material: Metal
   2. Accepted Manufacturers / model
   - Belson – Opal Bike Rack or approved equal
   3. Finish: Powder Coat
   4. Color: Black
   5. Mount: Permanent Mount

E. Substitutions for furnishings may be permitted if similar to requested design and approved by LRDRC.



5.3.4 Site Plan – Single Family Amenities Masterplan

Section 5.4 Single Family Architectural Design – Guiding Principles

All Single Family residential designs must fall into one of three specific motifs or styles: Prairie, Colorado Craftsman/Lodge, and European (including influences of French Country, Tudor, and Mediterranean). These are all styles that fit well with the rural character of Ledge Rock Center.

5.4.1 Architectural styles must be Colorado vernacular (Prairie, Colorado Craftsman/Lodge, and European) rather than foreign (Southwest, Victorian, etc.).

a. Present day interpretations of traditional styles are encouraged.
b. Homes should be different than, but compatible with, the neighboring homes. The same elevation should not repeat within three lots of itself, including across the street.
c. Architecture should encourage indoor-outdoor relationships.

5.4.2 Building mass should provide interest and depth.

a. The profile should start low at the edges and mass towards the center.
b. The upper story should have a variety of orientations and locations.
c. The upper story should have less bulk than the lower level.
d. Exterior elements should be scaled in relationship to each other.
e. Covered entries, porches, decks, and patios should be used to balance and transition to the upper story.

5.4.3 Garages should not dominate the home or streetscape.

a. Garage location and orientation should be integrated with the home.
b. Garage layout shall vary within the development.
c. Avoid excessive freeboard above the garage.
d. Masonry should extend above the garage doors, not just along the sides.
e. The garage roofline should be integrated into the main roof using similar form and pitch.
f. Use garage doors with deep trim and decorative panels.
g. Individual carriage-style garage doors are encouraged.

5.4.4 Roof forms should be simple.

a. In general, there should be a simple, dominant roof form with complimentary, secondary, or minor roof forms.
b. Roof breaks are encouraged.
c. Roof pitch shall be a minimum of 4/12.
d. Minor roof forms, gable ends, and dormers should be proportional to the spaces they cover, as well as to the main roof size and form.
e. Eaves, fascia, and soffits shall be appropriately sized and detailed according to the individual Architectural style.

5.4.5 Articulation should be used to provide variety and visual interest.

a. Avoid long expanses of blank walls and windowless elevations.
b. Provide façade articulation on all four elevations to avoid a box-like appearance.
c. Architectural elements and finishes used on the front elevation should be carried through on rear elevations for a more uniform look.
d. All elevations should provide visual interest and variety.
e. Use covered entries, porches, dormers, bays, cantilevers, and other projections to add interest.
f. Provide horizontal and vertical building off-sets in proportion to the elevation or wall plane.
g. On walk-out lots, incorporate elements such as covered porches or decks, bay windows, and skirt roofs on the three-story rear elevation.
h. Foundation materials should be heavy and visually solid, transitioning to lighter siding and roofing.
i. Exposed foundation walls above six (6) inches from grade should be covered with similar materials to the wall above.
j. Masonry materials should create depth.
k. Masonry materials should “wrap” the corners where appropriate.

5.4.6 Covered entries, porches, and decks should be integrated into the home design.

a. They should be human scale.
b. They should act as a transition to the upper story, with materials, roof forms, and pitches, which complement the main structure.
c. Columns and supports should be substantial and in proportion to the overall building mass.
d. Columns and supports should consist of built-up elements such as top and bottom trim, and ornamentation consistent with the Architectural style of the home.
e. Materials should be consistent and complementary to the home.

5.4.7 Windows and doors should be proportionate to wall size, complementing the roof form and overall Architectural style.

a. Windows should emphasize the room in which they are located, with special windows incorporated as accent features.
b. Window groupings should generally be centered on the building mass on which they are located.
c. Windows in masonry walls should be recessed, providing a header and a sill for added visual interest.
d. Windows should be trimmed with a material that complements the Architectural style of the home.
e. Garden-level and walkout basement doors and windows should receive the same consideration for placement, size, and detailing as the doors and windows on the main levels.

5.4.8 Building projections should be integrated with the main house in terms of materials, colors, and proportions.

a. Projected elements should not appear to “float” but should be supported by substantial or corbels, or they should be anchored to the ground.
b. Exposed chimneys should be of a material that is complementary to the Architectural style of the home.

5.4.9 Building materials and colors should create visual depth and detail.

a. Strong textures and rich earth-tone colors are encouraged.
b. Materials and colors should be in keeping with the Architectural style of the home.
c. A variety of materials should be used to add interest. However, frequent changes in materials and colors should be avoided.
d. Exterior selections should be compatible with adjacent homes.

5.4.10 Roof material and colors should reflect the Architectural style of the home.

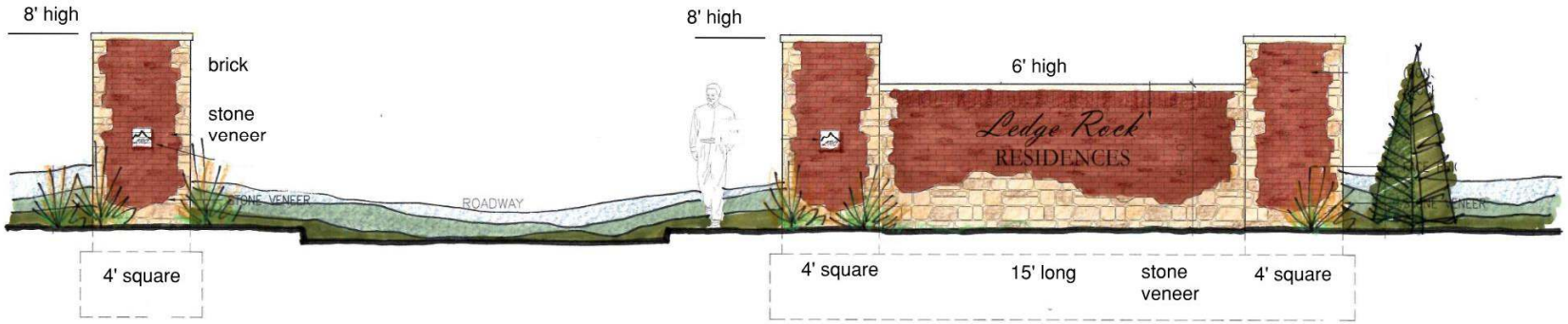
a. Roofs – LRDRC approval required. All roofs shall be, at a minimum, a 25-year warranty composition shingled roof. Weathered wood or comparable color only as approved by the LRDRC.

5.4.11 Siding – Exterior Facade

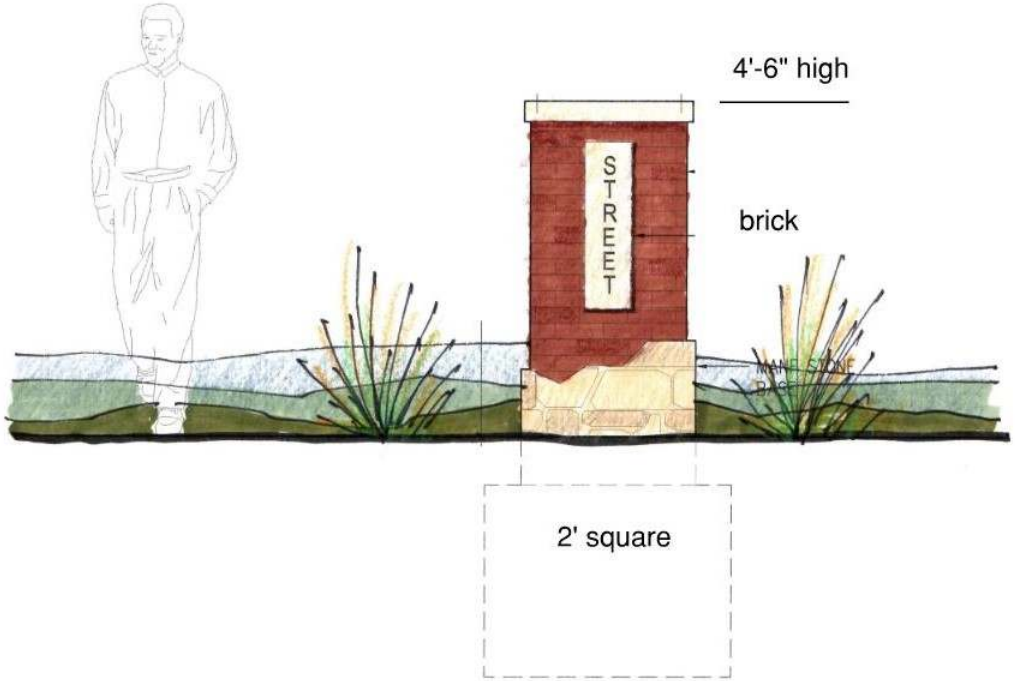
a. Cement composite siding or stucco. Prefinished or painted minimum or equivalent, 20% pigment and 8" maximum reveal. Vertical siding only as accent or complementary to specific styles. Use only earth tone colors unless approved by developer Front façade to incorporate minimum 30% masonry – stone or brick.

5.4.12 Building Square Footage

a. Square Footage – No dwelling shall be erected, altered or permitted to remain on any lot unless the finished floor space area thereof, exclusive of basement, open porches, garages, and attached out buildings, and based on exterior measurements, is not less than:
   a. 1,200 square feet for a one-story dwelling.
   b. 1,500 square feet for a multi-level dwelling.



5.4.13 Monument Signs at Single Family Neighborhood Entries



5.4.14 Residential Road Marker and Typical Street Sign

Section 5.5 Single Family Residential Improvement Guidelines

Note: Not approved or regulated by Town of Johnstown

5.5.1 Introduction

a. **Basis for Guidelines** – These Residential Improvement Guidelines and Site Restrictions ("Guidelines") are intended to assist homeowners/owners in The Ledge Rock Center Subdivision Filing No. 1, and Ledge Rock Center Metropolitan District No. 4 ("Property") in the design of their homes, landscaping and other improvements to their property as provided for in the Declaration of Covenants, Conditions and Restrictions for the Ledge Rock Center Subdivision Filing No. 1 and Ledge Rock Center Metropolitan District No. 4 (collectively, the "Declaration") and to list the rules and regulations adopted by the Declarant and/or District with respect to the use of residential sites. **THE DECLARATION FOR THE PROPERTY REQUIRES PRIOR APPROVAL FROM THE ARCHITECURAL CONTROL COMMITTEE BEFORE ANY IMPROVEMENT TO PROPERTY.** "Improvement" is very broadly defined in the Declaration. For instance, an "Improvement" would include any landscaping or change of the grade of property; the construction or installation of any accessory building, patio, deck, pool or hot tub; the demolition or removal of any building or other improvement; and any change of exterior appearance of a building or other improvement. In order to assist homeowners, the Declaration authorizes the Ledge Rock Design Review Committee ("LRDRC") to establish guidelines and to establish certain pre-approved designs for several types of improvements to property and to exempt certain improvements to property from the requirement for approval. This booklet contains the guidelines established by the LRDRC with respect to residential property. Throughout this document the term "Property" shall refer to a residential site.

5.5.2 Effect of Declaration

a. The Declaration and applicable Supplemental Declarations govern property within The Ledge Rock Center Subdivision Filing No. 1, and Ledge Rock Center Metropolitan District No. 4. Copies of the Declaration are delivered to new homebuyers when they purchase their homes and are available at any time at the LRDRC office. Each homeowner should review and become familiar with the Declaration. Nothing in these Guidelines can supersede or alter the provisions or requirements of the Declaration and, if there is any conflict or inconsistency, the Declaration shall control. Provisions relating to the use of Property and to Improvements are found in the Declaration.

5.5.3 Effect of Governmental and Other Regulations

Use of Property and Improvements must comply with applicable building codes and other governmental requirements and regulations. Approval by the LRDRC will not constitute assurance that Improvements comply with applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies. For general information about municipality and governmental requirements, homeowners must contact the Town of Johnstown.

5.5.4 Utilities

In making Improvements, homeowners are responsible for locating all water, sewer, gas, electrical, cable television or other utility lines or easements. Homeowners should not construct any Improvements over such easements without the consent of the utility involved and homeowners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting the following entities:

i. Know What's Below by dialing 811

5.5.5 Goals of Guidelines

Compliance with these Guidelines and the provisions of the Declaration will help preserve the inherent Architectural and aesthetic quality of the Property. It is important that the Improvements be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation with the LRDRC and neighbors will go very far in creating an optimum environment which will benefit all homeowners. By following these Guidelines and obtaining approvals for Improvements from the LRDRC, homeowners will be protecting their financial investment and will help ensure that Improvements are compatible with standards established for the Property. If questions arise as to the correct interpretation of any terms, phrases or language contained in these Guidelines, the LRDRC's interpretation thereof shall be final and binding.

Section 5.6 Single Family Site Restrictions, Specific Types of Improvements, and Town Review and Permits

Following is a list of restrictions and improvement guidelines. **UNLESS OTHERWISE SPECIFICALLY STATED (SEE SECTION 2.10), DRAWINGS OR PLANS FOR A PROPOSED IMPROVEMENT MUST BE SUBMITTED TO THE LRDRC AND THE WRITTEN APPROVAL OF THE LRDRC OBTAINED BEFORE THE IMPROVEMENTS ARE MADE.** Drawings digitally submitted must be high resolution. In some cases, where it is specifically so noted, a homeowner may proceed with the improvement without advance approval by the LRDRC if the homeowner follows that stated guideline. In some cases, where specifically stated, a type of improvement is strictly prohibited. If an improvement is not listed below, LRDRC approval is required.

A. Additions and Expansions - LRDRC approval required. Additions or expansions to homes will require submission of detailed plans and specifications. (See also Building Plans).
B. Advertising – See Signs.
C. Air Conditioning Equipment - LRDRC approval required regarding the type and placement of unit unless installed by original builder of home.
D. Antennae – Not permitted. No exterior radio antennae, television antennae or other antennae may be erected. Satellite dishes are allowed provided they do not exceed 21" in diameter and placement of such satellite is approved by LRDRC (See also Satellite), except those permitted per FCC rules that may supersede.
E. Basketball Backboards, Portable and Permanent Backboards - LRDRC approval required for every type of basketball goal. Portable/freestanding and garage mounted backboards are not allowed. Permanently installed basketball pole may be approved if reasonably placed, and based upon, but not limited to, the following considerations: proximity of goal to the property lines, proximity to the neighbor's living area, landscaping and vehicles.
F. Boats – See Vehicles.
G. Building Code - All residential structures must conform to the applicable building code of the Town of Johnstown. Approval by the LRDRC of plans does not imply compliance with any building code or ordinances. The homeowner and builder, as applicable, shall be required to obtain a building permit from the Town of Johnstown and obtain the necessary inspections for a certificate of occupancy.
H. Campers – See Vehicles.
I. Car Covers or Carports – Not permitted.

J. Colors - All colors and color combinations must be approved by the LRDRC. Repainting when existing color is changed shall require approval by the LRDRC. All projections including, but not limited to, chimney ties, vents, gutters, down spouts, utility boxes, porches, railings and exterior stairways shall closely match the permanent color of the surface from which they project or shall be of an approved trim color. Duplicate color schemes shall not be allowed on adjacent lots, or lots across the street from each other.

K. Commercial and/or Oversized Vehicles - A commercial vehicle is defined as, but not limited to, a vehicle that has a business name or logo and/or has equipment attached to it or is used for the purpose of providing services to an individual, organization, corporation, or other entity. An oversized vehicle is defined as a vehicle that cannot be parked within the garage. **All commercial vehicles must be parked in the garage**. Oversized vehicles or commercial vehicles that do not comply with the garage parking requirement must have LRDRC approval to be parked in the driveway. Such approval will be based upon, but not limited to, no more than one vehicle, effect on curb appeal, effect on safety, and effect on street traffic. No vehicle, whether commercial or oversized, shall be parked in such a manner that it blocks the sidewalk. (See also Vehicles.)

L. Decks - LRDRC approval required. Must be wood or other material similar to material of the residence and must be treated or painted a similar or in what is generally accepted as a complementary color to the residence. Must be installed as an integral part of the residence and patio area. Must be located so as not to obstruct or greatly diminish the view, or create an unreasonable level of noise for adjacent property owners.

M. Dog Houses, Runs and Pet Enclosures - LRDRC approval required. Must be screened from view of street and/or public view.

N. Drainage – LRDRC approval required for any changes affecting drainage. There can be no interference or modification of the final governmental approved drainage and grading plan over any property. When landscaping is installed, it is very important to ensure that water drains away from the foundation and driveways of the house and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks, and driveways. Water should flow over walkways, sidewalks or driveways, into the street gutters. The LRDRC may require a report from a drainage engineer at the homeowner's sole expense as part of the landscaping or improvement plan approval.

O. Driveways – There shall be no expansion or extension of driveways without prior LRDRC approval.

P. Elevation Treatments – LRDRC approval required. Architectural design shall incorporate a consistent level of Architectural interest in all elevations.

Q. Entrances (Front) – Astro-turf is not allowed on walks, front steps or decks. Storm/Screen doors may be installed as long as color of such door compliments existing paint colors.

R. Evaporative Coolers – Not allowed. (See also Air Conditioning Equipment.)

S. Exterior Lighting – See Lights and Lighting.

T. Fireplaces - Gas fireplaces must either be housed within the exterior wall or, if protruding to the outside, they must be housed and vented in chase/chimney-like structure to the roof and finished with a decorative top in keeping with the Architecture of the home.

U. Gardens –LRDRC approval required. (See also Landscaping.)

V. Hot Tubs – LRDRC approval required. Must be an integral part of the deck or patio area and of the rear or side yard landscaping. Must be installed in such a way that is not immediately visible to adjacent property owners and does not create an unreasonable level of noise for adjacent property owners. Top of the hot tub or enclosure shall not extend above fence height and/or screened from public view accordingly.

W. Household Pets – No animals, livestock, poultry, venomous reptiles or bees of any kind shall be raised, bred, kept or boarded upon any lot, except that of dogs, cats or other household pets as the same may be defined and determined by the Governing Board may be kept on any portion of the Property, provided the same are not kept, bred or maintained for any commercial purposes. The Governing Board may, in its sole discretion, limit the number, size and weight of household pets which may be kept upon any lot. However, each Owner shall have the right to keep a maximum of two (2) household pets on any Lot. Household pets shall be subject to any and all Rules or Regulations adopted by the Governing Board and all applicable governmental ordinances and laws. Each homeowner with a pet shall be responsible for cleanup and removal of such pet's excrement upon the Common Elements and any Property.

X. Junk Vehicles – See Vehicles.

Y. Lattice Work – LRDRC approval required.

Z. Lights and Lighting – Conventional style with illumination patterns that do not cause a nuisance to neighboring properties. The lighting must be dark sky compliant.

AA. Overhangs/Awnings (Cloth or Canvas) – LRDRC approval required. The color must be the same color as, or generally recognized as, a complementary color to the exterior of the residence. The covering may be used over a patio only. Aluminum or fiberglass awnings are not allowed.

BB. Painting – All houses shall be kept well painted in the color approved with original plans or, if changed, as approved by the LRDRC. Changes in paint colors require LRDRC approval. (See also Colors.)

CC. Patio Covers – LRDRC approval required. Must be constructed of wood or material generally recognized as complementary to the home and similar or generally recognized as complementary in color to the colors of the home.

DD. Patios (Enclosed) – See Additions and Expansions.

EE. Patios (Open) – LRDRC approval required. Patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. Must be similar to and

generally accepted as a complementary color and design of the residence. Must be located so as not to block any existing drainage pattern on the Property.

FF. Paving – LRDRC approval required regardless of whether paving is for walks, driveways, porches, patio areas or other purposes and regardless of whether concrete, asphalt, brick, flagstone, stepping stones, pre-cast patterned or exposed aggregate concrete payers are used as paving material. Must be located so as not to block any existing drainage pattern on the Property and must be a minimum of 3 feet from property lines.

GG. Playhouses/Play Equipment/Sports Equipment – LRDRC approval required. General guidelines for play houses or swing sets to be less than eight feet (8') in height at the peak and less than 120 square feet of interior floor space. Basic design, materials and colors must match the residence, and must be incorporated into, and at least partially screened by the landscape features. See also Section 2.7, Basketball Backboards, Portable and Permanent Backboards.

HH. Pools – LRDRC approval required.

II. Radio Antennae – Not allowed, except those permitted per FCC rules that may supersede.

JJ. Rooftop Equipment – Not allowed.

KK. Satellite Dishes – Microwave and/or satellite television dishes are permitted as long as they are twenty one inches (21") in diameter or smaller and must be screened from view with a privacy wall or fence approved by the LRDRC, except those permitted per FCC rules that may supersede.

LL. Sauna – See Additions and Expansions and Hot Tubs.

MM. Seasonal Decorations – Permitted with the following qualifications and conditions:

a. Christmas decorations shall not be displayed prior to Thanksgiving and must be removed by January 10th of the following year.
b. No roof figures, animated figures or audible music shall be allowed.
c. Other holiday decorations should be removed within two (2) weeks of celebrated holiday.
d. No decorations shall be displayed in such a manner as to be offensive to the neighborhood or create a public nuisance.
e. Up to three lawn figures are allowed, appropriate for the recognized holiday and subject to above restrictions.

NN. Signs – No sign shall be located on any lot except reasonably sized signs offering the lot for sale and except builder or supplier signage during the period of construction, or unless approval for such other sign or signs is obtained in writing from the LRDRC, said LRDRC reserving the right to disapprove all such requests for signs except those described above. Builder signs must be removed from the lot within two (2) weeks from date of closing.

OO. Solar Energy Devices – LRDRC approval required for all passive and active solar systems. Shall be designed to appear as an integral part of the roof. No exterior plumbing may be visible.

PP. Spas – See Hot Tubs.

QQ. Statues – Statues and lawn ornaments are not allowed in the front yards. Statues in rear or side yards shall not exceed five feet (5') in height.
RR. Swamp Coolers – Not allowed.
SS. Swing Sets – See Play and Sports Equipment.
TT. Television Antennae – Not allowed.
UU. Temporary Structures – Not allowed.
VV. Temporary Vehicles – No cars which are being repaired, restored or otherwise being worked on may be kept on any lot unless in an enclosed garage.
WW. Trailers – See Vehicles.
XX. Trees – See Landscaping Plans.
YY. Vehicles – No lot shall be used as a parking or storage area for vehicles or materials of any kind, other than personally owned automobiles of the homeowner.

a. No campers, trailers, motor homes, buses, tractor/trailers, RVs or boats shall be stored or parked on the Property in excess of three (3) consecutive days, except if stored in an enclosed garage or within fully screened, fenced areas (for which the vehicle, boat or camper in question shall not exceed the height of the fence), as approved by the LRDRC. For clarification, it is not acceptable to move any campers, trailers, motor homes, buses, tractor/trailers, RVs or boats and repark every three (3) days to avoid enforcement of this provision. In addition, no trucks, mobile homes, commercial vehicles, unused vehicles, snowmobiles, all terrain vehicles or motorcycles shall be kept, placed, stored or maintained upon a lot in such a manner that such vehicle is visible from neighboring properties or any road. For purposes of this section, a three fourths (3/4) ton or smaller vehicle, commonly known as a "pick-up truck" shall not be deemed a "truck" or "commercial vehicle".
b. No motor vehicles of any kind, including cars, trucks, trailers, motorcycles, or the like, may be stored, junked, or otherwise maintained anywhere on the lot or any other portion of the Property in any idle or unworkable condition.
c. No motor vehicle or machine will be overhauled or rebuilt on any portion of the lot, unless entirely enclosed in a garage or other improvement approved by the LRDRC, in its sole discretion.
d. Except as otherwise provided, only those vehicles and machines in good running condition, which are currently licensed and registered are permitted on any portion of the Property.

ZZ. Vents – LRDRC approval required for all exhaust vents including but not limited to dryer, cook-tops or range-hoods, gas fireplaces and plumbing vents must comply with LRDRC approved standards upon review on a case by case basis.
AAA. Walls (Retaining) – LRDRC approval required.
BBB. Wells – Not permitted upon any lot.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Annexation Agreement with Sauer South, LLC, for Suncatcher Annexation

ACTION PROPOSED: Consideration and Approval of the Annexation Agreement with Sauer South, LLC, for Suncatcher Annexation

ATTACHMENTS: 1. Annexation Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Sauer South, LLC, has requested Annexation of approximately 125 acres, located on the southwest corner of Telep Ave. and Weld County Road 46.

The proposed agreement is based upon the Town's standard annexation agreement, and identifies existing water shares that are appurtenant to the property in Exhibit B. Dedication of adjacent arterial rights of way will be completed via a pending subdivision for SunCatcher Subdivision Filing No. 1. Temporary and permanent utility easements are also referenced and included with this agreement.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Annexation Agreement with Sauer South, LLC, for SunCatcher Annexation.

SUGGESTED MOTIONS:

For Approval
I move to approve the Annexation Agreement with Sauer South, LLC, for SunCatcher Annexation.

For Denial
I move to deny the Annexation Agreement with Sauer South, LLC, for SunCatcher Annexation.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN
ANNEXATION AGREEMENT
THE SUNCATCHER ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between Sauer South, LLC, a Colorado limited liability company ("Owner"), and the TOWN OF JOHNSTOWN**,** a home-rule municipal corporation of the State of Colorado ("Town").

WITNESSETH:

WHEREAS, Owner desires to annex real property into the Town, situated in the Northeast Quarter of Section 18, Township 4, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 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 June 9 , 2022, a copy of which petition is on file with the Town Clerk; and

WHEREAS, Owner has prepared a zoning plat identifying and illustrating requested zoning of Planned Unit Development – Mixed Use ("PUD-MU"), with the intent to provide appropriate future development plans that will further identify and define proposed land use and intended development of the property, except that solar and associated equipment are a use by special review (USR) within the PUD-MU zoning district; 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, when development proceeds, the need for conveyances and dedication of certain property to the Town, including, but not limited to, property for rights-of-ways and easements, shall be directly related to and generated by the 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 Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §§31-12-101, *et seq*. (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 it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses further presented in the Suncatcher Outline Development Plan (ODP) and that the granting of such zoning by the Town of Johnstown is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all action necessary to permit zoning by Johnstown 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: agricultural (irrigated crop production).

8. ***Water Rights Dedication.*** Owner owns the water rights and lateral ditch company rights appurtenant to the Property that are described on **Exhibit B** attached hereto and incorporated herein by reference. Owner shall dedicate all such water rights and lateral ditch company rights to the Town no later than the date of approval of the final plat for the second phase of development of the Property, or as otherwise required by the Johnstown Municipal Code. Owner specifically 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 petition and, once annexed to the Town, will not sell or transfer any water rights appurtenant to the Property 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, Owner shall dedicate the right of way to the Town to expand Weld County Roads 15 and 46. If required by the Town, in its discretion, Owner shall dedicate additional right 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. ***Easement Conveyance.*** Owner has conveyed a temporary construction and access easement and a permanent sanitary sewer easement to the Town, as shown respectively on **Exhibits C** and **D** attached hereto and incorporated herein by reference.

13. ***Land Dedication.*** The dedication of parks and open space, flood plains, 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, mineral interest owned by Owner at the time of annexation) 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.

14. ***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. 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 Owner and Town determine that such installation is necessary in connection with orderly development of the Property.

15. ***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.

16. ***Limitation on Fee Impositions by the Town.*** The Town agrees that the Property shall be subject to typical development fees similar to those that are imposed on other comparable developments in the Town pursuant to the Town's regulations and ordinances. Owner acknowledges that the Town has adopted impact fees and a special regional sewer fee that will apply to this development.

17. ***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.

18. ***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.

19. ***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 the Town may request Owner to 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 and owing from the Town to the Little Thompson Water District ("Water District"), if any, pursuant to an Intergovernmental Agreement between the Town of Johnstown and the Little Thompson Water District dated January 21, 2009. Existing uses on the Property may continue to utilize service from the Irrigation Ditches or the Water District until such time as redevelopment of the property occurs or the Town otherwise requires, at which time disconnection from those other sources shall be required.

20. ***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.

21. ***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.

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

23. ***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.

24. ***Breach.*** 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.

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. ***Assignments.*** Within ten days of an assignment, Owner shall provide written notice to the Town of the name, address and telephone number of the assignee.

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.

28. ***Notice.*** All notices required under this Agreement shall be in writing and shall be; 1) hand-delivered or; 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. All notices by hand-delivery or electronic mail 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@townofjohnstown.com
Notice to Owner:	Sauer South, LLC Attn: Cynthia Sauer 6681 County Road 50 Johnstown, CO 80534 Email: cindys@skybeam.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, or a developer, shall reimburse 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 Weld County, 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 Annexation 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 with the County Clerk and Recorder of Weld County, Colorado, 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 with the County Clerk and Recorder of Weld County, Colorado, 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.]

OWNER:
Sauer South, LLC

By: Cynthia Sauer
Name: Cynthia Sauer
Title: Managing Partner

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 05 day of August, 2022, by Cynthia Sauer, as Managing Partner of Sauer South, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires: 11/20/2024

JUAN PABLO MEZA AVALOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204041071
MY COMMISSION EXPIRES 11/20/2024

ATTEST:

By:_____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO, A MUNICIPAL CORPORATION

By:_____
Gary Lebsack, Mayor

EXHIBIT A

LOT A, RECORDED EXEMPTION NO. 1059-18-1-RE-1008, EXCEPT THE EAST 30 FEET AND THE NORTH 30 FEET THEREOF, THE PERIMETER OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.;
THENCE SOUTH 02°49'41" EAST ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 FOR 30.13 FEET TO THE SOUTH RIGHT-OF-WAY OF WELD COUNTY ROAD 46, ALSO BEING THE SOUTH LINE OF THE KETO 161 ANNEXATION, REC. NO. 3453285, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE SOUTH 87°36'24" EAST ON THE SOUTH RIGHT-OF-WAY OF WELD COUNTY ROAD 46, ALSO BEING THE SOUTH LINE OF THE KETO 161 ANNEXATION, REC. NO. 3453285, FOR 2595.82 FEET TO THE WEST RIGHT OF WAY OF WELD COUNTY ROAD 15, ALSO THE WEST LINE OF THE WIND FARM ANNEXATION, REC. NO. 3003119;
THENCE SOUTH 02°47'22" EAST ON THE WEST LINE OF SAID WEST RIGHT OF WAY, ALSO THE WEST LINE OF SAID WIND FARM ANNEXATION FOR 1034.91 FEET TO THE NORTH LINE OF LOT A OF AMENDED RECORDED EXEMPTION AMRE-3151, REC. NO. 3267510;
THENCE SOUTH 87°55'00" WEST ON THE NORTH LINES OF LOTS A AND B OF AMENDED RECORDED EXEMPTION AMRE-3151, REC. NO. 3267510, FOR 391.77 FEET;
THENCE SOUTH 03°58'40" EAST ON THE WEST LINE OF LOT B OF SAID AMENDED RECORDED EXEMPTION AMRE-3151 FOR 724.84 FEET;
THENCE ALONG THE NORTHERLY BOUNDARY OF PARCELS A AND B OF CORRECTED RECORDED EXEMPTION RE-1212, REC. NO. 2256165 FOR THE FOLLOWING 15 COURSES:
THENCE SOUTH 62°10'11" WEST FOR 279.88 FEET;
THENCE SOUTH 29°32'23" WEST FOR 83.93 FEET;
THENCE SOUTH 11°57'09" EAST FOR 120.96 FEET;
THENCE SOUTH 11°47'14" WEST FOR 190.85 FEET;
THENCE NORTH 82°23'15" WEST FOR 175.68 FEET;
THENCE SOUTH 63°07'32" WEST FOR 94.42 FEET;
THENCE SOUTH 88°56'37" WEST FOR 117.14 FEET;
THENCE NORTH 78°25'44" WEST FOR 67.39 FEET;
THENCE NORTH 87°00'45" WEST FOR 208.55 FEET;
THENCE NORTH 55°59'33" WEST FOR 116.24 FEET;
THENCE SOUTH 81°44'40" WEST FOR 527.88 FEET;
THENCE NORTH 86°59'58" WEST FOR 152.87 FEET;
THENCE SOUTH 65°01'01" WEST FOR 249.52 FEET;
THENCE NORTH 75°43'44" WEST FOR 210.99 FEET;
THENCE SOUTH 61°32'24" WEST FOR 30.36 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;
THENCE NORTH 02°49'41" WEST ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 FOR 2459.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,451,867 SQUARE FEET, 125.158 ACRES MORE OR LESS.

EXHIBIT B

WATER RIGHTS

2 Shares of Consolidated Hillsboro Ditch Company Stock Certificate #891

EXHIBIT C

Temporary Construction and Access Easement

TOWN OF JOHNSTOWN

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Agreement") is made this 10 day of FEBRUARY 2022 (the "Effective Date"), between Sauer South, LLC, a Colorado limited liability company ("Grantor"), and the TOWN OF JOHNSTOWN, a Colorado home-rule municipal corporation of the State of Colorado ("Town"), whose legal address is 450 S. Parish Avenue, Johnstown CO 80534. Grantor and the Town may be collectively referred to herein as the "Parties."

WHEREAS, the Parties have entered into a Sanitary Sewer Agreement of even date herewith for the construction of a sanitary sewer (the "Sanitary Sewer") to be located on Grantor's real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor agrees to grant to Grantee a temporary construction easement in conjunction with the Sanitary Sewer Agreement according to the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Recitals.*

The foregoing Recitals are incorporated as if fully set forth herein.

2. *Temporary Construction Easement.*

Grantor, subject to the terms and conditions set forth below, hereby grants and conveys to the Town, its successors and assigns, a temporary construction and access easement sixty (60) feet in width on, over, under and across that portion of the Property more particularly described on Exhibit B,, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purpose of staging and storing materials and constructing and installing the Sanitary Sewer within the property described in the Sanitary Sewer Agreement ("Easement"). Grantor further grants to the Town (i) the right to mark the location of said Easement for the benefit of construction services and (ii) the right to cut and clear trees, brush, debris, and other obstructions on the Property that might interfere with the use thereof by construction services during the term hereof.

3. *Terms and Conditions*

The Parties that the Easement granted to the Town above shall remain subject to the following terms and conditions for so long as such interests may exist:

A. Improvements Within Easement Area.

i. Grantor shall not construct or place any structure or improvement of any kind on any part of the Easement Area without the Town's express written approval if the same in any way impairs the use by the Town of the Easement.

ii. Any structure or improvement of any kind constructed by Grantor in the Easement Area during the term hereof without Town approval shall be removed by the Grantor upon written demand by the Town or may be removed by the Town, at the expense of the Grantor, without liability for damages arising therefrom.

B. Rights Reserved by Grantor: Exclusivity of Permanent Easement.

i. Subject to the terms of this Agreement, Grantor hereby retains the right to undisturbed use and occupancy of the Easement Area, insofar as such use and occupancy is consistent with and does not unreasonably impair any rights granted to the Town herein.

C. Title Verification by Town: Grantor's Warranty.

i. Grantor warrants that Grantor has full right and lawful authority to grant the real property interests contained herein and promises and agrees to indemnify and defend the Town in the exercise of any rights granted to Town under this Agreement against any claims arising by, though or under Grantor, subject to all matters of public record.

D. Agreements Binding: Run with Grantor's Property.

i. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties.

ii. . The Easement herein granted touches and concerns the real property of the Grantor and shall be deemed a covenant running with the Property.

E. Miscellaneous.

i. The Town hereby agrees to restore the Easement Area upon completion of the construction of the Sanitary Sewer to its condition as of the Effective Date or as close as is practical to such condition.

ii. The Parties agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein and no oral representation, promise, or consideration different from the terms herein contained shall be binding on Grantor or the Town or their agents or employees. Any amendments hereto shall be in writing and executed by all Parties.

iii.. This Agreement shall terminate at the earlier of: (a) completion of the construction and installation of the Sanitary Sewer and all other activities related thereto; or (b) the second anniversary of the Effective Date.

iv. The Town represents that it is prohibited by the Colorado Constitution, the Johnstown Home Rule Charter, the Johnstown Municipal Code and state law from entering into indemnification obligations without appropriations in its budget which it has not made for this Agreement. Accordingly, only to the extent allowed under law, and without in any manner waiving the protections, procedural requirements, defenses and monetary limitations on damages provided for in the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as amended, the Town agrees to indemnify and hold harmless Grantor from any claims, demands, or liability arising out

of the Towns use of the Easement Area, except and to the extent of claims arising out of the negligence or willful misconduct of Grantor.

v. This Agreement may be executed in counterparts, each of which shall be deemed an original signature and which collectively shall form one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

Sauer South, LLC
a Colorado limited liability company

Cynthia I. Sauer

Cynthia I. Sauer, Operating Manager

STATE OF COLORADO)
) ss.
COUNTY OF Weld.)

The foregoing instrument was acknowledged before me by _____ this 10 day of February, 2022 by Cynthia I. Sauer as Operating Manager of Sauer South, LLC, a Colorado limited liability company, Grantor.

My commission expires: 5/30/2023

Witness my hand and official seal.

MATTHEW DEAN FLESSNER
Notary Public
State of Colorado
Notary ID # 20194020579
My Commission Expires 05-30-2023

Notary Public

[S E A L]

TOWN OF JOHNSTOWN, COLORADO

By: _____
Matthew S. LeCerf, Town Manager

ATTEST:

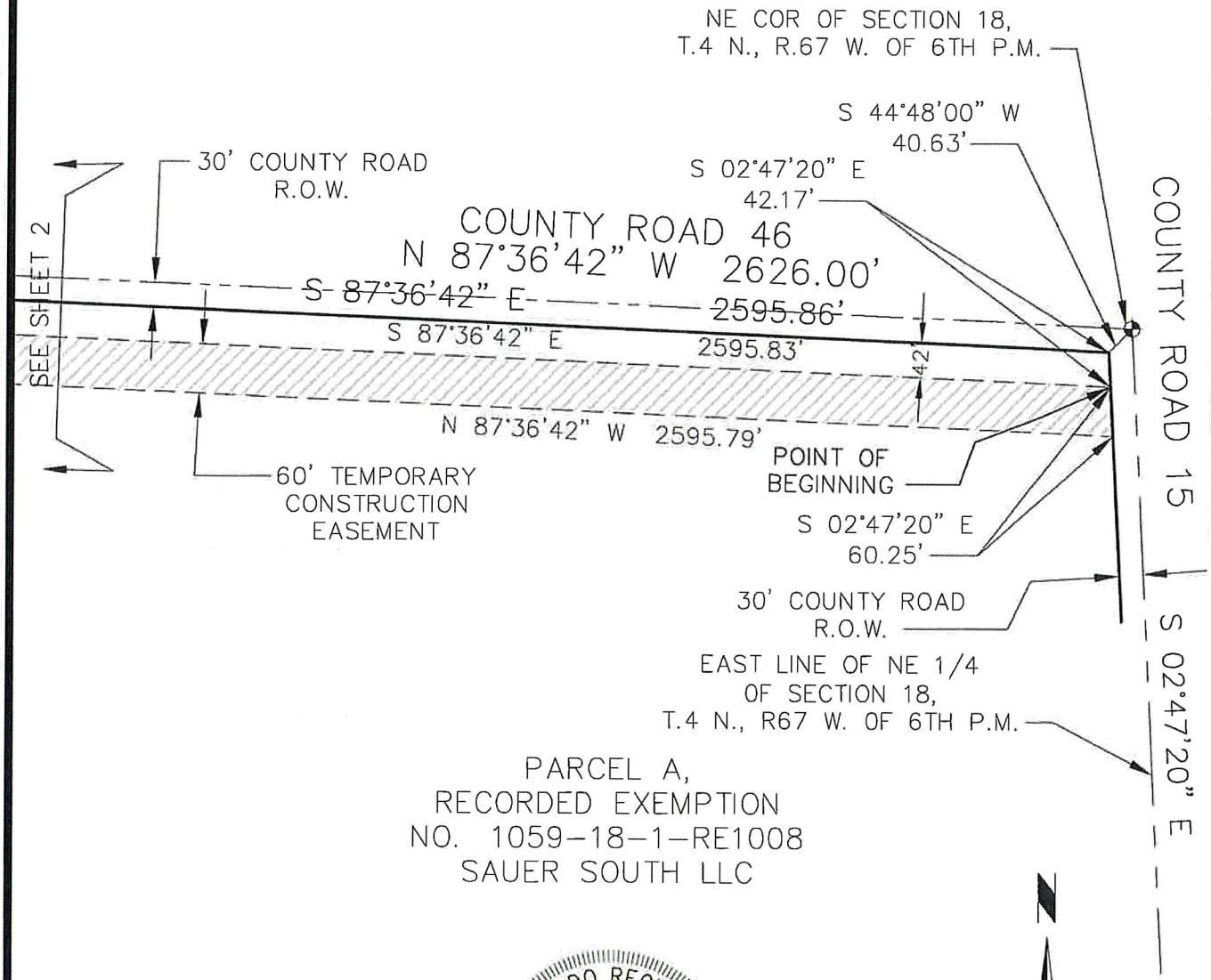
Diana Seele, Town Clerk

[TOWN SEAL]

EXHIBIT A

Legal Description Exhibit - attached

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN NE 1/4 OF SECTION 18, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO



PARCEL A,
RECORDED EXEMPTION
NO. 1059-18-1-RE1008
SAUER SOUTH LLC

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

Michael C. Cregger
12/14/21

N

0 200
scale feet
1"=200'

PROJECT PARCEL 185

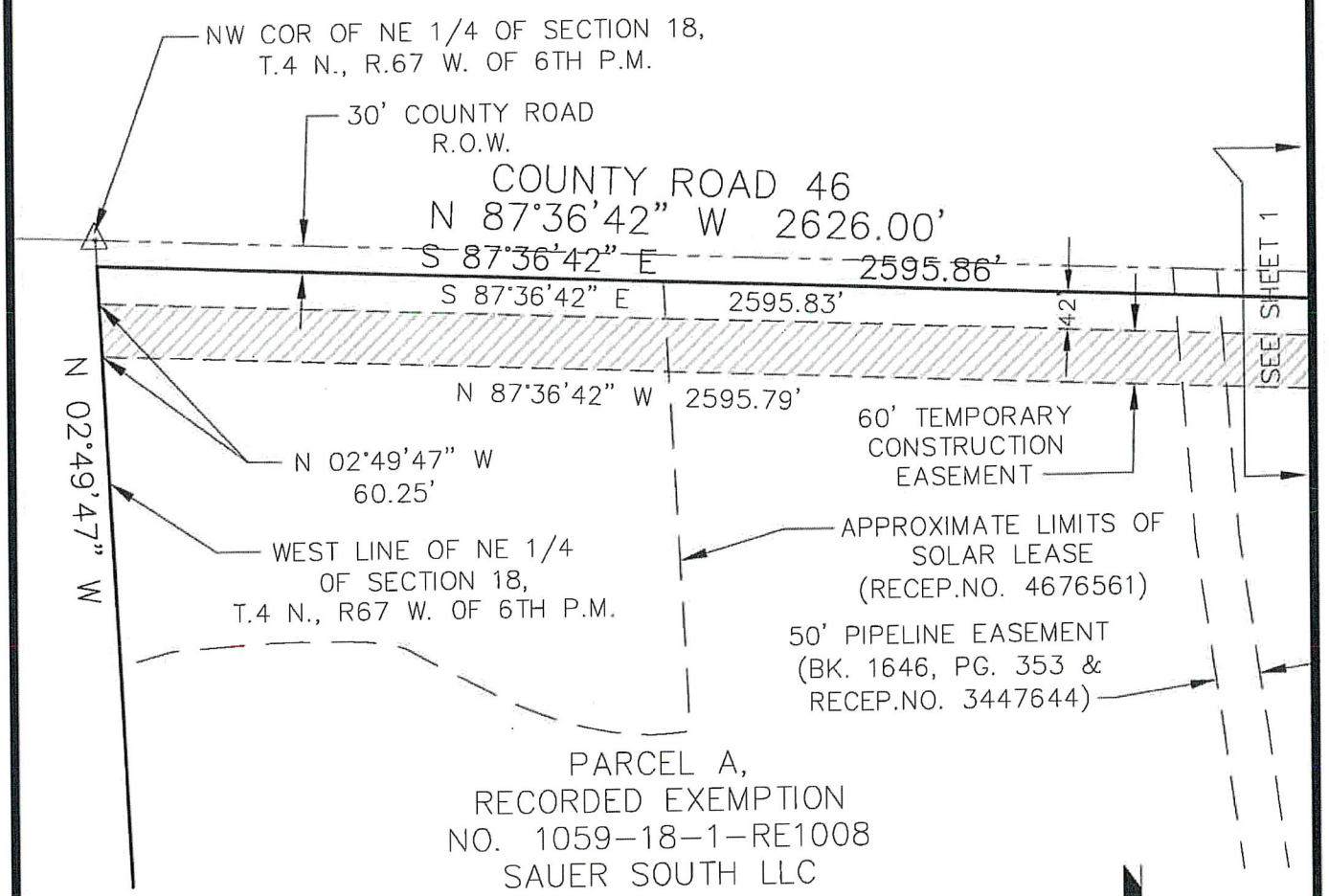
IMEG
IMEG CORPORATION

SHEET 1 OF 3

FILE NAME: PARCEL 185 TEMP CONST ESMT

PROJ. NO. 19000966.02

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN NE 1/4 OF SECTION 18, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO



COLORADO REGISTERED MICHAEL C. CREGGER 22564 PROFESSIONAL LAND SURVEYOR

Michael C. Cregger
12/14/21

0 200
scale feet
1"=200'

PROJECT PARCEL 185

IMEG
IMEG CORPORATION

SHEET 2 OF 3

FILE NAME: PARCEL 185 TEMP CONST ESMT

PROJ. NO. 19000966.02

EXHIBIT
TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN NE 1/4 OF SECTION 18, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

A 60.00 FOOT WIDE STRIP OF LAND, ACROSS PARCEL A OF RECORDED EXEMPTION NO. 1059-18-1-RE 1008, RECORDED AT RECEPTION NO. 2103740, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, AND CONSIDERING THE NORTH LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 87°36'42"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO;

THENCE SOUTH 44°48'00"WEST, 40.63 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46 WITH THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 15; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 15, SOUTH 02°47'20"EAST, 42.17 FEET TO A LINE WHICH IS 42.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 15, SOUTH 02°47'20"EAST, 60.25 FEET TO A LINE WHICH IS 102.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46; THENCE ALONG SAID PARALLEL LINE, NORTH 87°36'42"WEST, 2595.79 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID WEST LINE, NORTH 02°49'47"WEST, 60.25 FEET TO SAID LINE WHICH IS 42.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46; THENCE ALONG SAID PARALLEL LINE, SOUTH 87°36'42"EAST, 2595.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 155,748 SQUARE FEET (3.58 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

12/14/2021
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564
FOR AND ON BEHALF OF IMEG CORP

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

PROJECT PARCEL 185

IMEG
IMEG CORPORATION

SHEET 3 OF 3

FILE NAME: PARCEL 185 TEMP CONST ESMT

PROJ. NO. 19000966.02

EXHIBIT D

Sanitary Sewer Easement Agreement

TOWN OF JOHNSTOWN

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT ("Agreement") is made this 10 day of FEBRUARY 2021, between Sauer South, LLC ("Grantor"), and the TOWN OF JOHNSTOWN, a Colorado home-rule municipal corporation of the State of Colorado ("Town"), whose legal address is 450 S. Parish Avenue, Johnstown CO 80534. Grantor and the Town may be collectively referred to herein as the "Parties."

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to the Town, its successors and assigns, a permanent right to enter, reenter, occupy and use property situate in the County of Weld, State of Colorado, more fully described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") which is part of Grantor's larger parcel described on Exhibit B, attached hereto ("Grantor's Parcel"), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, relocate and operate one or more underground sanitary sewer pipelines and all underground and surface appurtenances thereto (collectively, the "Improvements") in, on, under, through, over and across the Property.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the Parties as follows:

1. Upon reasonable advance notice, the Town, by and through its officers, employees or agents, shall have and may exercise the right of ingress and egress in, on, under, through, over and across the Property for any purpose needful for the full enjoyment of the right of occupancy and/or use provided for herein.

2. Grantor shall neither cause nor permit the construction or placement of any structure or building, temporary or permanent, the planting of any tree, woody plant or nursery stock, or the drilling or operation of any well on the Property without the prior written approval of the Town. Grantor shall not construct or install new fencing across or within the Property without the prior written approval of the Town. Grantor shall not impound water or other substances on or above the Property nor store or dispose of any dangerous, toxic, or hazardous substance on or under the Property. Any of the foregoing obstructions situated on or below the Property without Town approval shall be removed by the Grantor or Grantor's successors upon written demand by the Town or may be removed by the Town without liability for damages arising therefrom. In the event Grantor is prohibited by construction of the Improvements and this Agreement from utilizing the Property to satisfy the Town's landscape buffer requirements, the Town will not require any additional landscape buffer on Grantor's Parcel for landscaping requirements which could have been addressed on the Property but for the Improvements and this Agreement.

3. The Town shall restore the Property to its original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, following the Town's construction of the Improvements and shall repair any damages to the Property arising out of the construction or reconstruction, maintenance or repair of said Improvements in the exercise of the rights hereby granted to the Town. During construction of the Improvements, the Town shall segregate any disturbed topsoil and upon completion of construction of the Improvements, the topsoil shall remain on top of the other soil and shall not be commingled with the other soil, soil shall be mounded and ripped over the Improvements trench, and ripped in all other areas of the Easement and Temporary Construction Easement, and the Town shall return the elevation of the land to the same elevation that existed prior to the construction and installation of the Improvements. Any excess earth resulting from installations by the Town shall be removed from the Property at the sole expense of the Town. The Town shall maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Town. The Town shall have a reasonable amount of time to make any such restorations.

4. The Town shall pay Grantor for any actual damages to growing crops, caused by Grantee's, its agents', invitees', contractors', subcontractors' and/or employees' activities on the Easement and Temporary Construction Easement for a period of three (3) years. If crop loss and damages are so caused, Grantor and the Town shall agree upon reasonable fair market value compensation for losses and damage to crops. The losses or damage shall be based upon Grantor's crop yield records for that particular crop from the current year compared to historical yields prior to the construction of the Improvements, and upon prices of a mature crop according to prices in Weld County for that crop in the year that the crop losses and damage occur.

5. All manholes within the Property shall be buried three (3') feet below grade when construction is completed. If the property is developed in the future, the developer shall be responsible and financially obligated for raising the elevation of the manholes if necessary.

6. The Town shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary for the full, complete and unmolested enjoyment of the rights herein granted. It is specifically agreed that Grantor shall neither take nor permit any action which would impair or in any way decrease or increase the ground level or the lateral or subjacent support for the Improvements within the Property.

7. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant or covenant herein contained.

8. If the Town by recorded written instrument terminates or releases its rights herein granted and ceases to use the same, all right, title and interest of the Town hereunder shall cease and terminate and Grantor shall hold the Property, as the same may then be, free from the rights so abandoned and shall own all material and structures of the Town so abandoned, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Town at the time of the abandonment of the Town's rights. In the event of such release, the Town, shall, either remove or properly abandon in place the Improvements and

restore surface of the Property to the approximate condition it was in prior to such removal or abandonment in place. In the event the Town elects to abandon the Improvements in place, the Town shall completely fill the sewer line with adequate flowable fill, together will ballast as applicable.

9. Grantor warrants that it has full right and lawful authority to convey the real property interests and make the grant contained herein subject to all matters of public record, against any claims arising by, through, or under Grantor.

10. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto. The rights herein granted touch and concern the real property of the Grantor and shall be deemed covenants running with the Property.

11. This writing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument.

12. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as Grantor and the covenants and promises herein above made as the Town.

13. The Town shall have the right to assess the Grantor the cost of correcting any conditions created by the Grantor in violation of this Agreement.

14. The Parties agree that this Agreement shall be recorded in the office of the WeldCounty Clerk and Recorder's Office.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original signature and which collectively shall form one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:
Sauer South, LLC
a Colorado limited liability company

Cynthia I. Sauer

Cynthia I. Sauer, Operating Manager

STATE OF COLORADO)
) ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of January, 2022, by Cynthia I. Sauer as Operating Managerof Sauer South, LLC, a Colorado limited liability company, Grantor.

My commission expires: 5/30/2023

Witness my hand and official seal.

Notary Public

[S E A L]

MATTHEW DEAN FLESSNER
Notary Public
State of Colorado
Notary ID # 20194020579
My Commission Expires 05-30-2023

TOWN OF JOHNSTOWN, COLORADO

By:_____
Matthew S. LeCerf, Town Manager

ATTEST:

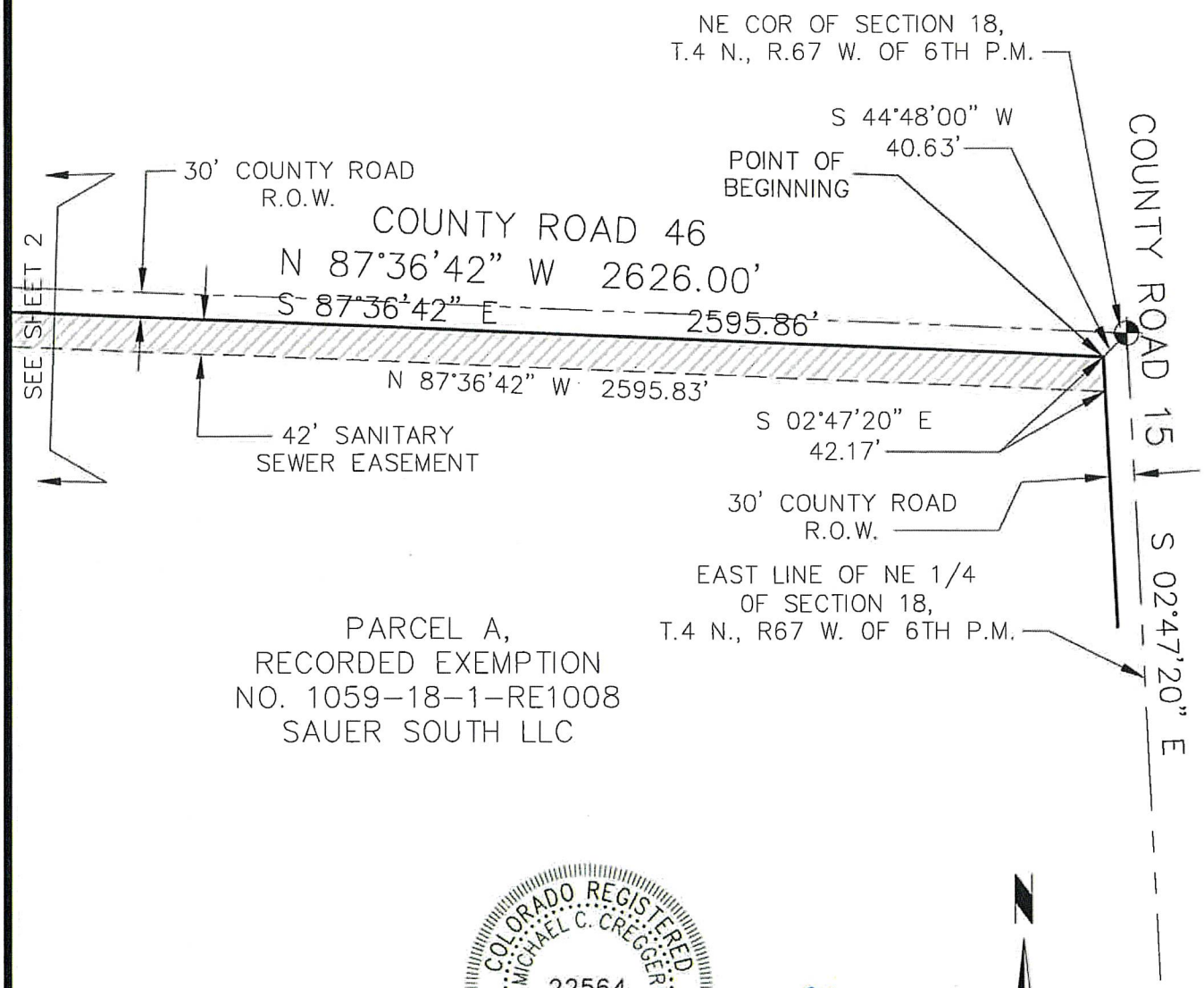
Diana Seele, Town Clerk

[TOWN SEAL]

EXHIBIT A

Property Description – attached

EXHIBIT
SANITARY SEWER EASEMENT
LOCATED IN NE 1/4 OF SECTION 18, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO



COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

Michael C. Cregger
12/14/21

N

0 200
scale feet
1"=200'

PROJECT PARCEL 185

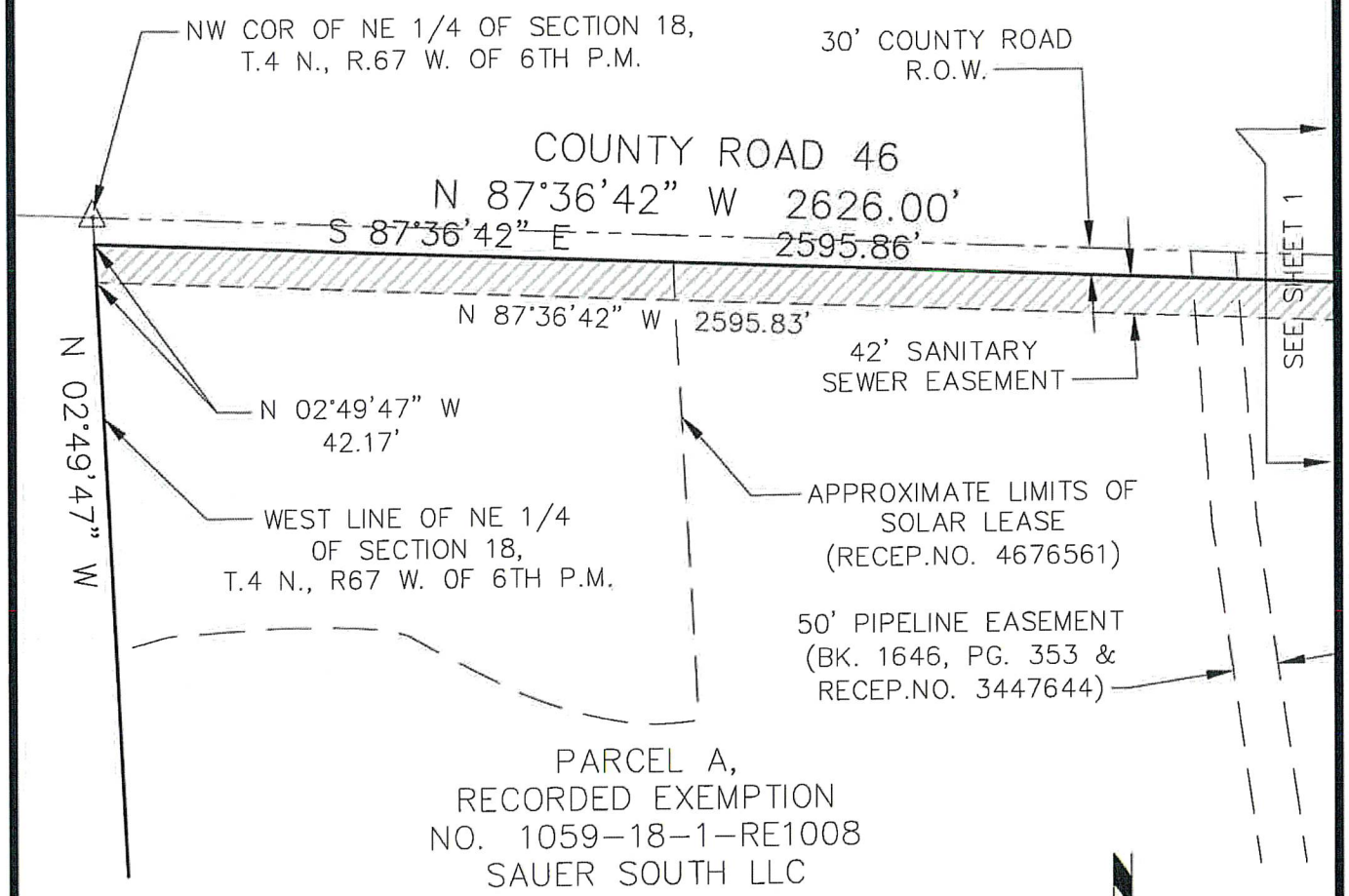
IMEG
IMEG CORPORATION

SHEET 1 OF 3

FILE NAME: PARCEL 185 SANITARY SEWER ESMT

PROJ. NO. 19000966.02

EXHIBIT
SANITARY SEWER EASEMENT
LOCATED IN NE 1/4 OF SECTION 18, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO



COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

Michael C. Cregger
12/14/21

N

0 200
scale feet
1"=200'

PROJECT PARCEL 185

IMEG
IMEG CORPORATION

SHEET 2 OF 3

FILE NAME: PARCEL 185 SANITARY SEWER ESMT

PROJ. NO. 19000966.02

EXHIBIT
SANITARY SEWER EASEMENT
LOCATED IN NE 1/4 OF SECTION 18, T.4 N., R.67 W. OF 6TH P.M., WELD COUNTY, COLORADO

LEGAL DESCRIPTION

A 42.00 FOOT WIDE STRIP OF LAND, ACROSS PARCEL A OF RECORDED EXEMPTION NO. 1059-18-1-RE 1008, RECORDED AT RECEPTION NO. 2103740, LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, AND CONSIDERING THE NORTH LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 87°36'42"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO;

THENCE SOUTH 44°48'00"WEST, 40.63 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46 WITH THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 15 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 15, SOUTH 02°47'20"EAST, 42.17 FEET TO A LINE WHICH IS 42.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46; THENCE ALONG SAID PARALLEL LINE, NORTH 87°36'42"WEST, 2595.83 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG SAID WEST LINE, NORTH 02°49'47"WEST, 42.17 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 46; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 87°36'42"EAST, 2595.86 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 109,025 SQUARE FEET (2.50 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION. THIS EXHIBIT DOES NOT CONSTITUTE A LAND SURVEY AS DEFINED BY COLORADO STATUTES.

12/14/2021
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564
FOR AND ON BEHALF OF IMEG CORP

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
PROFESSIONAL LAND SURVEYOR

PROJECT PARCEL 185

IMEG
IMEG CORPORATION

SHEET 3 OF 3

FILE NAME: PARCEL 185 SANITARY SEWER ESMT

PROJ. NO. 19000966.02

EXHIBIT B

Grantor's Parcel

The portion of the Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th Principal Meridian, Weld County, Colorado being more particularly described as follows:

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Subdivision Development and Improvement Agreement with Buc-ee's Johnstown, LLC, for Buc-ee's Travel Center on Welty Ridge Subdivision Lot 1 & 2

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Buc-ee's Johnstown, LLC, has requested to construct a development and associated public infrastructure for Buc-ee's Travel Center, on Lots 1 & 2 in the Welty Ridge Subdivision Filing No. 1, located on the southwest corner of I-25 and Weld County Road 48.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, a performance obligation, and final approval of development and engineering plans and reports prior to construction of any public improvements.

This agreement was negotiated with the Developer and the Exhibit B includes additional terms that include:

1. Cash-in-lieu pro-rata reimbursement for a future West Johnstown Water Tank
2. Utility easements
3. Participation in additional signage in the area, to be designed by the Town
4. Crossing agreements and approved plans by the Consolidated Home Supply Ditch Co.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement with Buc-ee's Johnstown, LLC, for Buc-ee's Travel Plaza.

Reviewed and Approved for Presentation,

Town Manager

SITE DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(BUC-EE'S JOHNSTOWN)

This Site 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 Buc-ee's Johnstown, LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

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, the Property is part of the final plat the recorded in the real property records of Weld County, Colorado at Reception No. 4785368 (the "Final Plat"); and

WHEREAS, on May 2, 2022, by Resolution No. 2022-16, the Town Council approved a Site Development Plan for the Property ("Site Development Plan"), which is filed in the official records of the Town; and

WHEREAS, the Town and Platte Land and Water, LLC ("Platte Land") executed a Development Agreement the recorded in the real property records of Weld County, Colorado at Reception No. 4785367 (the "Overall Development Agreement") which affects the Property and provides for the release of the Property from the Overall Development Agreement upon execution of this Agreement; and

WHEREAS, Developer seeks to develop the Property and to designate such development as Buc-ee's Travel Center ("Development"); and

WHEREAS, Developer understands and agrees that, as a further condition of approval of the Development, 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 Town's ordinances, resolutions and regulations and all other applicable laws and regulations; and

WHEREAS, the Town and Buc-ee's Colorado, LLC ("Buc-ee's Colorado") executed the Economic Incentive Agreement dated as of October 18, 2021 (the "Economic Incentive Agreement"), containing in Section 3(a), among other matters, the Town's obligations regarding review of development, land use and building permit applications for the Property; and

WHEREAS, Buc-ee's Colorado desires, by separate assignment, to assign all of it rights and obligations under the Economic Incentive Agreement to Developer and Developer desires to assume all of such rights and obligations; and

WHEREAS the Town does not object to the assignment and assumption of the Economic Incentive Agreement and agrees that, upon assignment, the Town's obligations under the Economic Incentive Agreement, including, but not limited to, its obligations in Section 3(a) of the Economic Incentive Agreement remain binding and enforceable.

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 completion 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 completion of the Private Improvements.

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 the construction, installation and completion of privately owned and maintained common improvements in the Development 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 the construction, installation, completion and dedication of public improvements required by this Agreement or otherwise constructed in the Development, 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. Public Improvements include, but are not limited to, the improvements listed on **Exhibit [B]**, 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, except for minor field changes that occur during the course of construction. 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. The Town agrees to review and approve the Civil Engineering Construction Plans as provided for in Section 3(a) of the Economic Incentive Agreement.

c. **Phasing of the Public Improvements**. Subdivision plats, planned unit development plans or site plans requiring the construction of Public Improvements may 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. Notwithstanding the foregoing, the Town recognizes and agrees that certain rights-of-way and easements intended to be used for access to the Property have been conveyed to the Town, clear of any encumbrances, via the Final Plat.

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, Site Development Plan, 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 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town 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 Public Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or a bond or 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 Public 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. The Town agrees to review and approve the Development Plan as provided for in Section 3(a) of the Economic Incentive Agreement.

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, Site Development Plan, 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.

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 a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***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 ninety (90) 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 or a bond or 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 Public Improvements. Developer shall be entitled to obtain building permits prior to completion of all the Subdivision Improvements as set forth in Sections 7.1 and 7.2.

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 required by the Town to be recorded shall be recorded at the office of the Weld County Clerk and Recorder.

5.6 ***Owners Association:*** [Intentionally omitted.]

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 a metropolitan district; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special 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 Developer shall own and maintain the stormwater infrastructure for the Development.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) 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; (2) Developer

has installed service up to the meter pit/vault and curb stop and meter and curb stop have passed inspection unless otherwise approved by the Town in writing; (3) Developer has provided the Maintenance Guarantee; (4) the parties have entered into a Water and Sewer Service Agreement; and (5) all terms of this Agreement have been faithfully kept by Developer.

7.2 On the condition that the Performance Guarantee remains in effect and that all Subdivision Improvements be completed prior to the issuance of certificates of occupancy, the Town shall issue building permits prior to the following: (1) completion of the Subdivision Improvements, (2) issuance of the Notice of Construction Acceptance of the Public Improvements and (3) issuance of written notice of approval of the Private Improvements.

7.3 If at any time the Town determines that Developer is not in compliance with this Agreement, the Final Plat, Site Development Plan, 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 any public right-of-way which is open for public use 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 recorded in the real property records of Weld County, Colorado at Reception No. 3560161, except as specifically amended by the Economic Incentive Agreement and this Agreement.

9.2 Except as otherwise provided in this Agreement, the Final Plat, Site Development Plan, 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 Intentionally deleted.

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. From and after the Effective Date until issuance of the Notice of Final Acceptance, the Developer shall list the Town, its officers, employees, agents and representatives, as additional insured 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.

10.6 ***Cost Reimbursement to Town***: Buc-ee's Colorado and the Town executed a Cost Agreement dated August 2, 2021. The Town shall be entitled to use the funds deposited with the Town pursuant to such agreement 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. To the extent the deposit is not sufficient, Developer agrees to execute a separate cost agreement with the Town or assume the obligations of Buc-ee's Colorado under the existing Cost Agreement. No matter how accomplished, Developer agrees to reimburse the Town for the costs set forth above.

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

11.3 Should Developer default in any obligation under this Agreement, the Town may, 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 (i) general taxes and prior special assessments and (ii) any deed of trust filed of record prior to the date such lien is filed by the Town. 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**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

12.2 ***Release from Overall Development Agreement.*** The Property is hereby released from the Overall Development 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 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.

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**.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, 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 facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or 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:

Buc-ee's Johnstown, LLC
Attention: Legal
327 FM 2004
Lake Jackson TX 77566
Email: legal@buc-ees.com

TO TOWN:

Town of Johnstown
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

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

13.9 ***Vested Right.*** The Final Plat shall have vested rights for a period of three (3) years from the date of this Agreement. 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, Site Development Plan, 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 Weld County, Colorado.

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

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

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

13.15 ***No Third-Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements 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 _____ day of _____, 2022 (the "Effective Date").

(Signatures on following page.)

BUC-EE'S JOHNSTOWN, LLC

By:_____
Joe O'Leary, Vice President

STATE OF TEXAS)
) ss.
COUNTY OF BRAZORIA)

SUBSCRIBED AND SWORN to before me this 9 day of August, 2022, by Joe O'Leary, Vice President of Buc-ee's Johnstown, LLC, a Delaware limited liability company, on behalf of said limited liability company.

WITNESS my hand and official seal.

My commission expires: 12.14.24

KIM KNAPP
Notary ID #5060916
My Commission Expires
December 14, 2024

Kim Knapp
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By:_____
Gary Lebsack, Mayor

ATTEST:

By:_____
Hannah Hill, Town Clerk

SITE DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(BUC-EE'S COLORADO)

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Form of Performance Obligation

EXHIBIT A

LEGAL DESCRIPTION
(Property)

Lots 1 and 2, Welty Ridge Subdivision – Filing No. 1, according to the plat recorded on December 15, 2021 at Reception No. 4785368. County of Weld, State of Colorado.

EXHIBIT B

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/SFE, multiplied by the Development's demand of 45.26 SFE's, for a total of $43,902.

2) A utility easement for the on-site domestic water meter vault shall be delineated and granted by separate document to the Town, prior to Notice of Construction Acceptance.

3) Developer shall participate in a signage and wayfinding program, as designed by/for the Town and approved by the Public Works Director, through fabrication and installation of signage on or adjacent to the Weld County Road 48 rights-of-way, as shown in Exhibit B-1, noted as "Buc-ee's". Final signage location, size, and quantity will be determined based on traffic signage rules and guidelines.

4) Developer may be obligated to execute a crossing agreement, or other similar form of agreement, with the Consolidated Home Supply Ditch and Reservoir Company. If so, Developer shall obtain the Town's approval of the form of the agreement before the Developer executes the agreement and, upon Final Acceptance, unless otherwise required by the Town, assign the agreement to the Town.

EXHIBIT B-1
Signage and Wayfinding Program

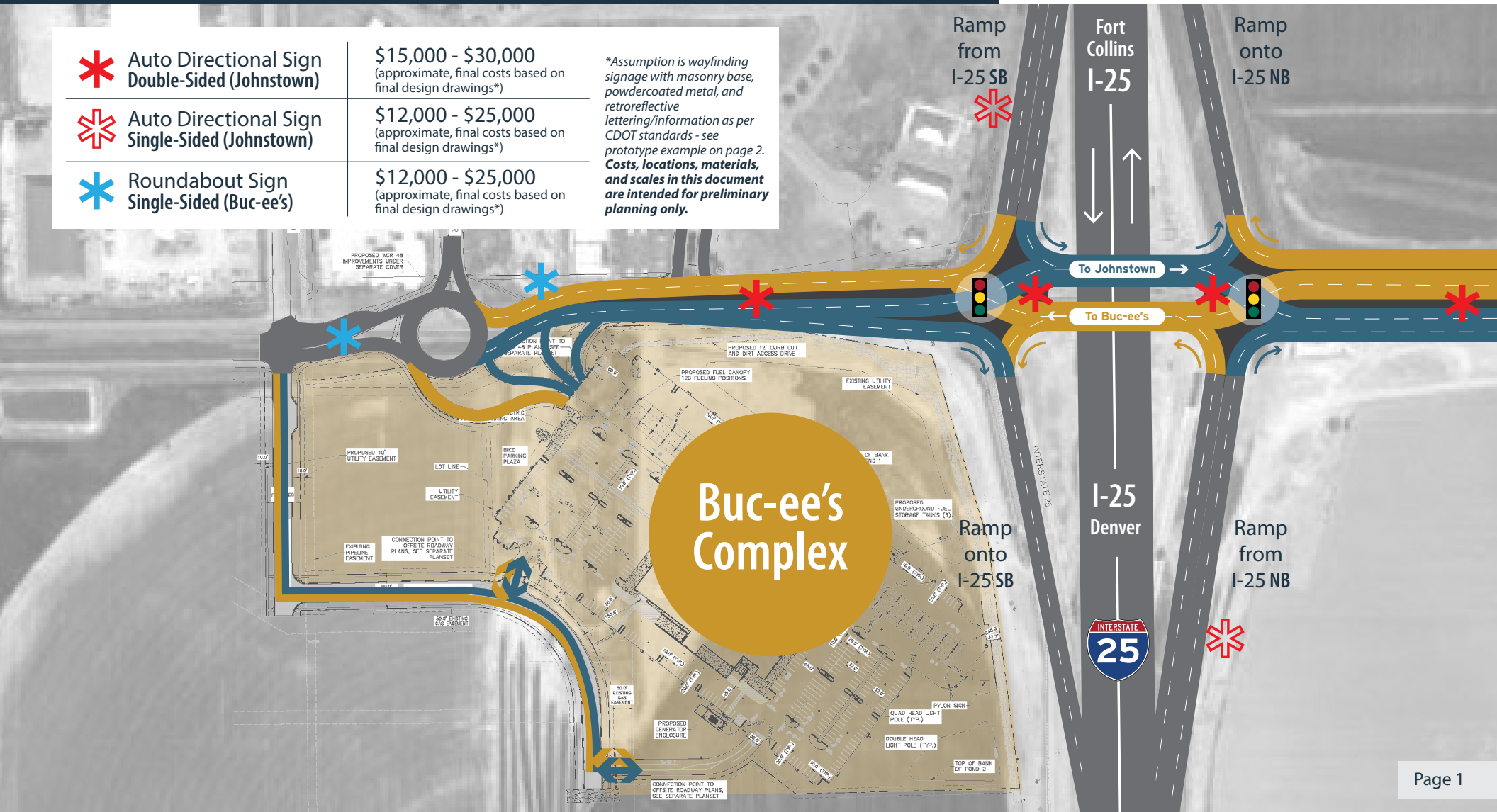
Buc-ee's Signage Types & Locations

This is Downtown Johnstown
Branding & Wayfinding Plan

Item #7.

Auto Directional Sign **Double-Sided (Johnstown)**	$15,000 - $30,000 (approximate, final costs based on final design drawings*)
Auto Directional Sign **Single-Sided (Johnstown)**	$12,000 - $25,000 (approximate, final costs based on final design drawings*)
Roundabout Sign **Single-Sided (Buc-ee's)**	$12,000 - $25,000 (approximate, final costs based on final design drawings*)

Assumption is wayfinding signage with masonry base, powdercoated metal, and retroreflective lettering/information as per CDOT standards - see prototype example on page 2.* ***Costs, locations, materials, and scales in this document are intended for preliminary planning only.*



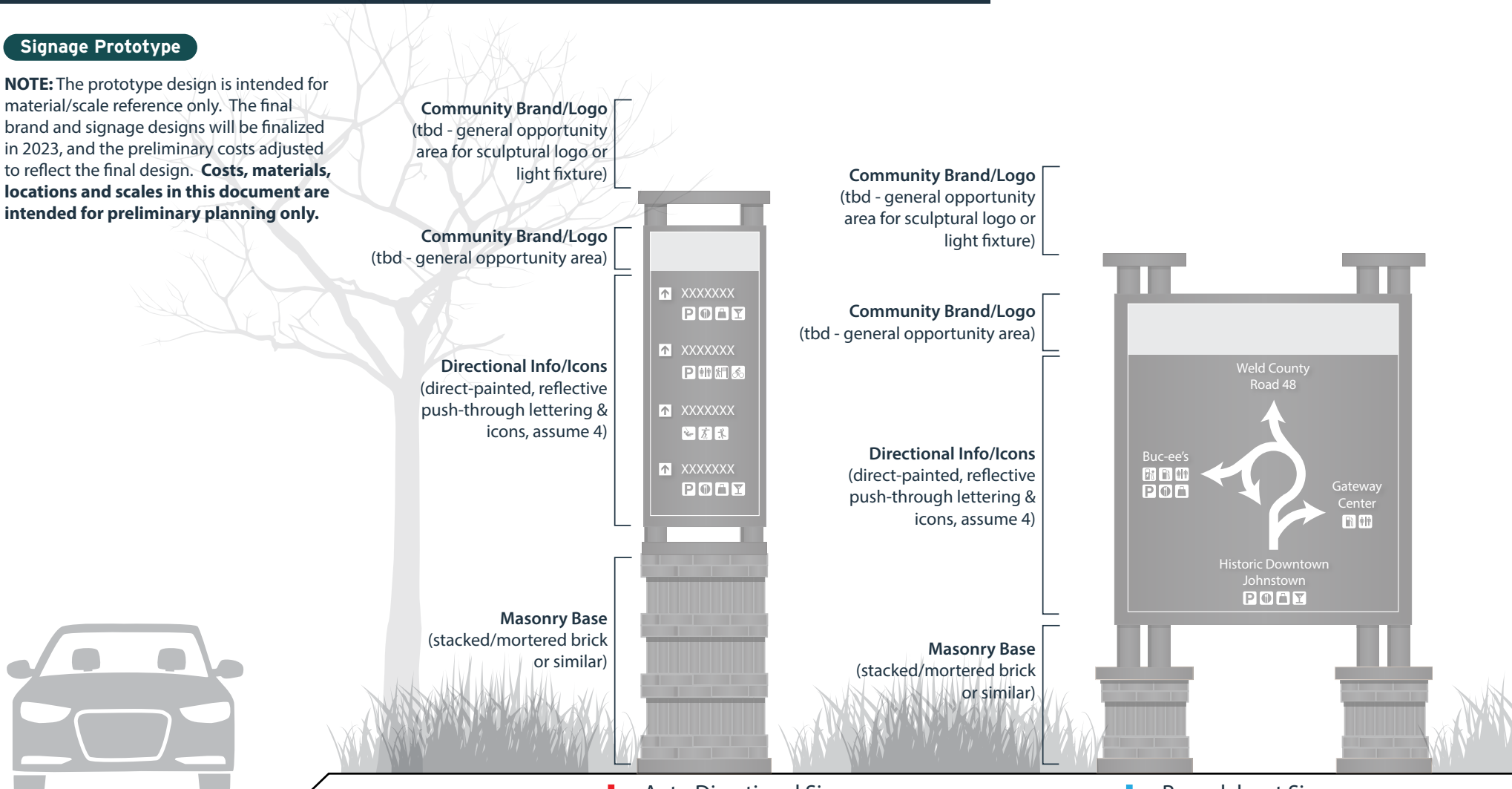
Buc-ee's Signage Types & Locations

This is Downtown Johnstown
Branding & Wayfinding Plan

Item #7.

Signage Prototype

NOTE: The prototype design is intended for material/scale reference only. The final brand and signage designs will be finalized in 2023, and the preliminary costs adjusted to reflect the final design. **Costs, materials, locations and scales in this document are intended for preliminary planning only.**



Auto Directional Sign
Double-Sided (Johnstown)

Roundabout Sign
Single-Sided (Buc-ee's)

Buc-ee's Signage Types & Locations

Signage Construction & Engineering Details, Rules & Regulations

US Department of Transportation Federal Highway Administration - Manual on Uniform Traffic Control Devices (MUTCD)

2004 Edition with 2012 Supplement:
https://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Weld County Sight Distance Triangle Information

Weld County Engineering and Construction Criteria, Section 4.4:
https://www.weldgov.com/files/sharedassets/public/departments/public-works/documents/evans-folder/2020-weld-county-engineering-and-construction-criteria-final-version-2021-03-17.pdf

Important CDOT References

The following are references to use when verifying the final signage design to comply with CDOT standards:

Section 614 - Maintaining Traffic
http://www.dot.state.oh.us/Divisions/ConstructionMgt/OnlineDocs/2009MOP/600%20Incidentals/614/614%20Maintaining%20Traffic.htm

Example of CDOT Special Use Permit:
https://www.codot.gov/business/permits/utilitiesspecialuse/documents/ExampleStandardProvisionsForPermits.pdf

CDOT 2019 Standard Specifications for Road and Bridge Construction:
https://www.codot.gov/business/designsupport/cdot-construction-specifications/2019-construction-specifications/2019-specs-book

CDOT Guide Signing Policies & Procedures:
https://www.codot.gov/library/traffic/traffic-manuals-and-guidelines/fed-state-co-traffic-manuals/colorado-guide-signing-policies-and-procedures-2012-1

2019 M-S Standard Plans:
https://www.codot.gov/business/designsupport/2019-and-2012-m-standards/2019-m-standards-plansdures-2012-1

Informational Letter Heights Per Travel Speeds

Please refer to the following chart when checking letter heights for each sign:

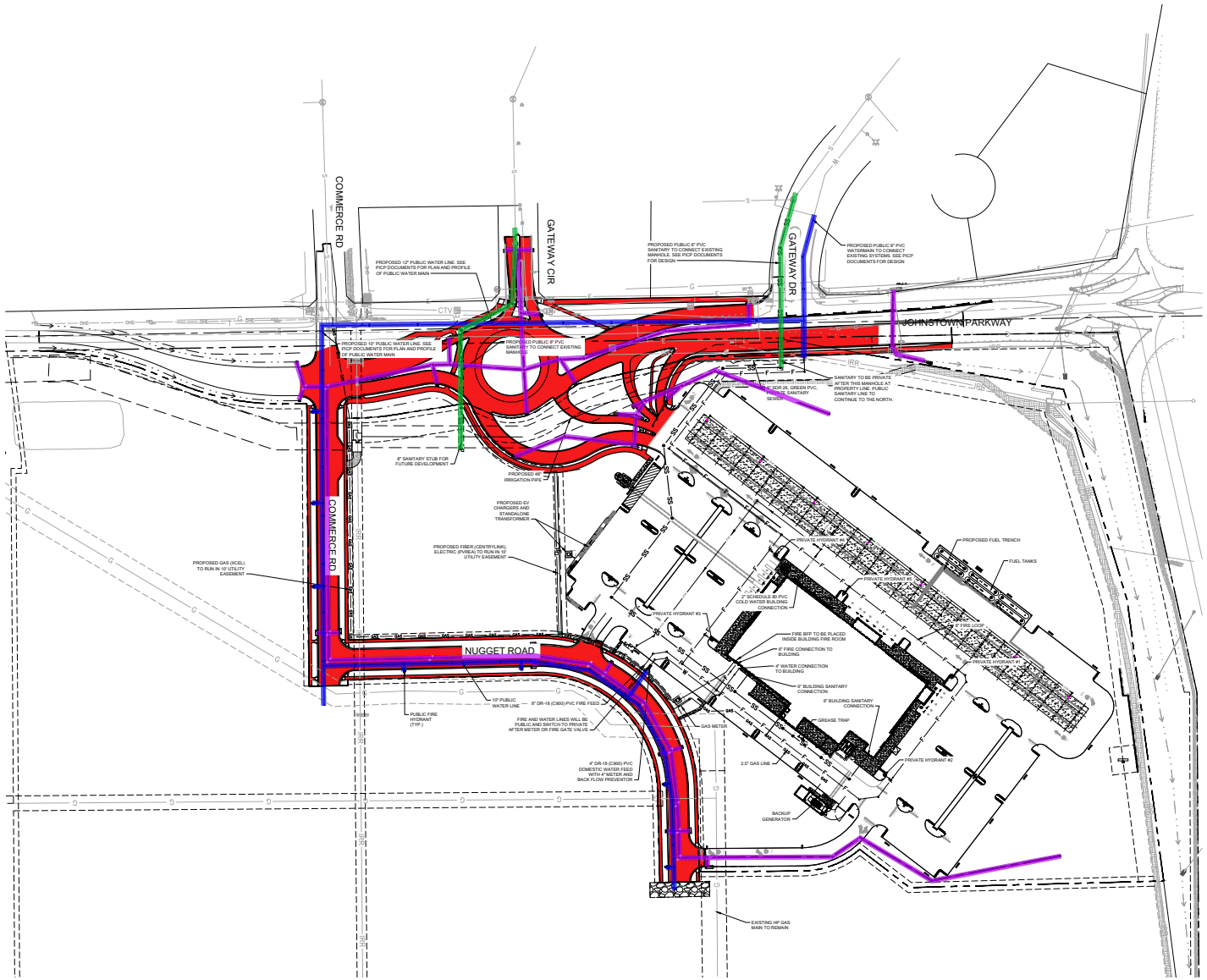
Letter Size vs. Distance			Viewing Exposure in Seconds				
			Speed of Viewer				
Character Height	Optimal Viewing Distance	Max Viewing Distance	20 mph	30 mph	40 mph	50 mph	60 mph
3"	30'	100'	3.4	2.5	1.7	1.3	.9
4"	40'	150'	5.1	3.4	2.5	2.0	1.4
6"	60'	200'	6.8	4.5	3.4	2.7	1.9
8"	80'	350'	12.0	7.9	5.9	4.7	3.4
9"	90'	400'	13.6	9.0	6.8	5.4	3.8
10"	100'	450'	15.3	10.2	7.6	6.1	4.3
12"	120'	525'	17.9	11.9	8.9	7.1	5.1
15"	150'	630'	21.5	14.3	10.7	8.5	6.1
18"	180'	750'	25.59	17.0	12.7	10.2	7.3
24"	240'	1000'	34.1	22.7	17.0	13.6	9.7
30"	300'	1250'	42.6	28.4	21.3	17.0	12.1
36"	360'	1500'	51.1	34.0	25.5	20.4	14.6
42"	420'	1750'	59.7	39.7	29.8	23.8	17.0
48"	480'	2000'	68.2	45.4	34.1	27.2	19.4
60"	600'	2500'	85.3	56.81	42.6	34.1	24.3

The letter style used for measuring is a sans serif face with medium stroke, such as Arial Bold. Based on black letters on white background. Distance may vary 10% with various color combinations. Viewing ranges approximate.

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS

(ATTACHED)



LEGEND:

- PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FIRE HYDRANT
- PROPOSED SIDEWALK
- PROPOSED WATER LINE
- EXISTING WATER LINE
- PROPOSED FIRE LINE
- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED SANITARY SEWER MANHOLE

JOHNSTOWN UTILITY NOTES:

1. CONTRACTOR SHALL INSTALL ALL UTILITIES PER JOHNSTOWN DESIGN CRITERIA AND CONSTRUCTION MANUAL.

2. SECTION 2615 FOR DIP PIPES, 2622 FOR PVC PIPES. NOTE THE TRACER REQUIREMENT FOR PVC

3. ONSITE FH TO BE YELLOW FIRE HYDRANTS WITH A RED HAT.

FIRE HYDRANT NOTES

1. NO VEHICLE PARKING SHALL BE PERMITTED IN FRONT OF THE FIRE SPRINKLER SYSTEM'S FIRE DEPARTMENT CONNECTION (FDC) OR ANY ON-SITE FIRE HYDRANT
2. FIRE HYDRANTS SHALL BE AS SPECIFIED IN THE ADOPTED IFC AND BY THE TOWN OF JOHNSTOWN AND FRFR. THEY SHALL INCLUDE 5 SIDED OPERATING NUTS AND TURN COUNTER-CLOCKWISE TO OPEN.
3. THE MAIN OUTLET SHALL BE FACING THE BUILDING WITH A MINIMUM 18-INCH CLEARANCE FROM THE FINISHED GRADE TO THE CENTER OF THE MAIN OUTLET CONNECTION.
4. NEW HYDRANTS SHALL BE SET BACK A MINIMUM OF 3 FEET FROM THE CURB FACE AND SHALL BY AT LEAST 3 FEET (INCLUDING OVERHEAD) FROM VEGETATION AT FULL MATURITY, WITH THE EXCEPTION OF GRASS AND GROUND COVER, AS WELL AS FENCES, BUSHES, TREES, ROCKS, WALLS, OR ANY OTHER OBJECT THAT WOULD INTERFERE WITH HYDRANT OPERATION. MINIMUM 6 FEET OVERHEAD CLEARANCE SHALL BE PROVIDED FOR EACH HYDRANT.
5. HYDRANTS NOT PROTECTED BY APPROVED CURBS SHALL HAVE VEHICLE IMPACT PROTECTION INSTALLED PER CHAPTER 3 OF THE ADOPTED INTERNATIONAL FIRE CODE, AS WELL AS REQUIRED SIGNS.
6. CURBS ADJACENT TO FIR HYDRANTS SHALL BE PAINTED RED 15 FEET, CENTERED ON THE HYDRANT, OR HAVE APPROVED "NO PARKING – FIRE LANE" SIGNED POSTED.
7. PUBLIC HYDRANTS SHALL BE PAINTED RED, PRIVATE HYDRANTS SHALL BE PAINTED YELLOW WITH A RED HAT.

- PUBLIC WATER IMPROVEMENTS
- PUBLIC STORM SEWER IMPROVEMENTS
- PUBLIC SANITARY SEWER IMPROVEMENTS
- PUBLIC ROAD IMPROVEMENTS

NO.	REVISION	BY	DATE
3	SDP SUBMITTAL #4	KEW	06-15
2	SDP SUBMITTAL #3	KEW	04-15
1	SDP SUBMITTAL #2	KEW	02-24

Kimley»Horn

©2022 KIMLEY-HORN AND ASSOCIATES, INC.
4582 South Ulster Street, Suite 1500
Denver, Colorado 80237 (303) 228-2300

DESIGNED BY: KEW
DRAWN BY: DNP
CHECKED BY: KEW
DATE: 06/15/2022

BUC-EE'S #60 JOHNSTOWN, CO

5201 NUGGET ROAD, BERTHOUD, CO 80513

SDP AND CONSTRUCTION DOCUMENTS

OVERALL UTILITY PLAN

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
Kimley»Horn
Kimley-Horn and Associates, Inc.

PROJECT NO. 196094000

SHEET C-21

EXHIBIT D

FORM
BOND AND IRREVOCABLE LETTER OF CREDIT

intact INSURANCE surety

Site Improvement Bond

Bond No:_____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a _____, authorized to do business in the State of _____, as Surety are held and firmly bound unto _____, as Obligee in the penal sum of _____, Dollars ($_____), lawful money of the United State of America, for the payment of which truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ has agreed to construction in _____ for the following improvements:

NOW THEREFORE THE CONDITION OF THE OBLIGATION IS SUCH that if the said Principal shall construct, or have construction, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the obligee to the Principal and/or Surety.

Signed, sealed and dated this _____ day of _____, _____.

Principal

Witness: _____ BY: _____

Atlantic Specialty Insurance Company

Witness: _____ BY: _____

,Attorney-in-fact

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

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 Site Development and Improvement Agreement for Buc-ee's Johnstown , dated the ____ day of _____, 2022, between the Town of Johnstown and Buc-ee's Johnstown, LLC, a Delaware 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 CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Water & Sewer Service Agreement – Buc-ee's Johnstown, LLC for Buc-ee's Travel Center

ATTACHMENTS: 1. Water and Sewer Service Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer, Buc-ee's Johnstown, LLC, has received administrative approval of a Site Development Plan for the Buc-ee's Travel Center, consisting of 74,000 sq. ft. of retail space, in the Welty Ridge Subdivision. (DEV21-0018)

The annual in-building water demand is estimated at 16.71 acre-feet (AF), with annual permanent irrigation demand at 1.41 AF. Temporary Irrigation requires 11.73 AF to establish and revegetate areas of native grass; which irrigation is intended to be removed and may be eligible, at that time, for re-assignable credits. These numbers were provided by the Developer and reviewed and accepted by the Town's contract water engineering firm.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	16.71	0.84
Permanent Landscape Irrigation	1.41	1.20
Temporary Landscape Irrigation	11.73	9.97
Total	**29.85**	**12.01**

The water dedication requirements equates to four (4) shares of Home Supply, for a total credit of 32.00 AF. That provides a remaining net surplus credit of 2.15 AF, prior to temporary irrigation being removed.

The Water Court Transfer Fees on the 29.85 AF, is $9,000.00, and must be paid prior to issuance of a building permit.

LEGAL ADVICE:

The Town Attorney drafted the Agreement.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Buc-ee's Johnstown, LLC.

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ___ day of _____ 2022, by and between **BUC-EE'S JOHNSTOWN, LLC**, a Delaware 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 located in in the NE¼ Section 10, Township 4 North, Range 68 West, 6th PM., Weld County, Colorado, described more particularly on Exhibit "A" ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by Developer as the Buc-ee's Travel Center, consisting of a 74,000 square-foot convenience store, with 0.94 acre of permanent drip-irrigated landscape and 11.73 cares of temporarily irrigated native grass; and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the 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 has submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated April 7, 2022. Said analysis was received by the Town, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated May 17, 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)
Commercial In-Building	16.71	0.84
Permanent Landscape Irrigation	1.41	1.20
Temporary Landscape Irrigation	11.73	9.97
Total	**29.85**	**12.01**

2. Water Rights Dedication and Credits.

a. Dedication. Developer has dedicated four (4) shares of the Consolidated Home Supply Ditch & Reservoir Company, represented by Certificate No. 7116, to the Town. The water represented by Certificate No. 7116 has been changed to include municipal use in the District Court, Water Division No. 1.

b. Temporary Use. Of the 29.85 acre-feet of raw water demand projected for the Subject Property, 11.73 acre-feet will be used to re-vegetate 11.73 acres to native grasses. When the native grasses are established, Developer may permanently remove the irrigation system(s) used to establish the native grasses and provide written documentation to the Town of that removal. When the Town provides written notice to Developer that it has accepted that the temporary irrigation has permanently ceased, Developer may, with the Town's written consent, assign the 11.73 acre-feet to another project or development within the Town's boundaries.

3. Surplus dedication credit. The dedication of the four (4) shares of the Consolidated Home Supply Ditch and Reservoir Company described in Paragraph 2, above, will provide to Developer raw water credits in excess of the water demand projected for the Subject Property. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 2.15 acre-feet. The credit is calculated as follows:

Dedication Credit:	32.00 acre-feet
LESS estimated demand:	29.85 acre-feet
Net current surplus credit:	**2.15 acre-feet**

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

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 16.71 acre-feet per year of water supply for commercial in-building use together with the corresponding sewer service, 1.41 acre-feet for permanent irrigation, and 11.73 acre-feet for temporary 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. Upon execution of this Agreement, Developer shall pay to the Town the sum of Nine Thousand dollars ($9,000.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 29.85 acre-feet per year of estimated water demand and estimated consumptive use of 12.01 acre-feet per year (60 SFE) for the Subject Property. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional water court transfer fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Ordinance and this Agreement.

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:

BUC-EE'S Johnstown, LLC
Attn: Legal
327 FM 2004
Lake Jackson TX 77566
Email: legal@buc-ees.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: hhill@townofjohnstown.com

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264
Email: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.

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

Signatures follow.

BUC-EE'S JOHNSTOWN, LLC

_____
Joe O'Leary, Vice President

STATE OF TEXAS)
) ss
COUNTY OF Bra)

SUBSCRIBED AND SWORN to before me this 14 day of July, 2022 by Joe O'Leary as the Vice President of Buc-ee's Johnstown, LLC, a Delaware limited liability company.

Witness my hand and official seal.

CHRISTIAN A. ARAGON-MARTINEZ
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561013

_____
Notary Public
327 FM 2004 Rd., Lake Jackson, TX 77566
Address
346-774-2261
Telephone

My Commission Expires: 05-09-2026

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
_____, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2, WELTY RIDGE SUBDIVISION – FILING NO. 1, ACCORDING TO THE PLAT RECORDED ON DECEMBER 15, 2021 AT RECEPTION NO. 4785368, AFFIDAVIT OF CORRECTION RECORDED FEBRUARY 28, 2022 AT RECEPTION NO. 4805971, COUNTY OF WELD, STATE OF COLORADO.

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: First Amendment To Intergovernmental Agreement Between The Town Of Johnstown and The Little Thompson Water District

ATTACHMENTS: 1. First Amendment To Intergovernmental Agreement Between The Town Of Johnstown and The Little Thompson Water District

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
Enclosed for your review and consideration is the First Amendment To Intergovernmental Agreement (IGA) Between The Town Of Johnstown and The Little Thompson Water District (LTWD). The current IGA agreement is set to expire in October, 2022. In an effort to continue the negotiations for the benefit of both parties, this agreement is being extended in its current form until March 1, 2023. It is our intention to bring a new IGA between the Town and LTWD prior to this expiration.

LEGAL ADVICE:

The Town Attorney reviewed the first amendment presented.

FINANCIAL ADVICE:

Not Applicable.

RECCOMMENDED ACTION: Approve the First Amendment to the IGA as presented.

Reviewed and Approved for Presentation,

Town Manager

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND THE LITTLE THOMPSON WATER DISTRICT

THIS FIRST AMENDMENT TO INTERGOVERMENTAL AGREEMENT ("First 2002 Amendment") is made and entered into on this ___ day of _____, 2022, by and between the TOWN OF JOHNSTOWN, COLORADO, a home-rule municipality of the Counties of Larimer and Weld, State of Colorado ("Town"), and the LITTLE THOMPSON WATER DISTRICT, a special district organized pursuant to Colorado law ("District") (collectively, the "Parties").

RECITALS

WHEREAS, on or about October 21, 2002, the Parties entered into that certain Intergovernmental Agreement concerning, among other matters, the establishment of emergency and termporary water service ("2002 Agreement"); and

WHEREAS, the 2002 Agreement provides that it shall remain in full force and effect for twenty (20) years, to and including October 21, 2022, and that, during the year prior to termination, the Parties shall review the 2002 Agreement for purposes of considering the advisability of extending, altering or modifying the terms thereof; and

WHEREAS, on or about January 21, 2009, the Parties entered into a separate Intergovernmental Agreement concerning, among other matters, the designation of water providers for properties within the Town for a term of twenty (20) years ("2009 Agreement"), providing that, if any terms conflict with the 2002 Agreement, the terms of 2009 Agreement will control; and

WHEREAS, the Parties are diligently negotiating the terms of a new agreement, but do not anticipate concluding such negotiation and executing a new agreement by October 21, 2022, and thus seek an extension of the term of the 2002 Agreement to and including March 31, 2023; and

WHEREAS, Section 9.08 of the 2002 Agreement provides that the Parties may modify the Agreement in writing; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this First 2002 Amendment to Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this First 2002 Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.

2. Amendment. Paragraph 7 of the 2002 Agreement is hereby deleted in its entirety and in its place inserted the following:

> 7. ***Term***. This Agreement shall remain in full force and effect until March 1, 2023. The Town and the District agree that not less than one (1) year prior to the expiration of the Agreement both parties shall jointly review the Agreement for the purpose of considering the advisability of extending, altering or modifying this Agreement.

3. Effect of Amendment. Except as expressly provided in this First 2002 Amendment, the 2002 Agreement has not been amended, supplemented or altered in any way by this First 2002 Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

IN WITNESS WHEREOF, the Parties have executed this First 2002 Amendment as of the date set forth above.

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

By: _____
Gary Lebsack, Mayor

ATTEST:

_____
Hannah Hill, Town Clerk

LITTLE THOMPSON WATER DISTRICT,
a special district of the State of Colorado

By: _____
Emily McMurtrey, President

ATTEST:

_____
Amber Kauffman, Secretary

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Third Amendment to the Franchise Agreement Town of Johnstown, Colorado and TDS Broadband, LLC

ATTACHMENTS: 1. Third Amendment to the Franchise Agreement

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is a third amendment to the Franchise Agreement between the Town of Johnstown and TDS Broadband, LLC (TDS Telecom). This amendment will extend the current franchise agreement currently in place until March 1, 2023 or unless a new franchise is adopted prior to this extension expiring. Both parties continue to move forward on a new franchise agreement, which is planned to be for a 10 year term.

LEGAL ADVICE:

The Town Attorney reviewed previous amendments presented.

FINANCIAL ADVICE:

Not applicable.

RECOMMENDED ACTION: Approve the Third Amendment to the Franchise Agreement as presented.

Reviewed and Approved for Presentation,

Town Manager

THIRD AMENDMENT TO FRANCHISE AGREEMENT
TOWN OF JOHNSTOWN, COLORADO
AND
TDS BROADBAND SERVICE, LLC

This Third Amendment to the Franchise is made and entered by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation ("Town"), and TDS Broadband Service LLC, a Delaware limited liability company ("TDS") (collectively, the "Parties"), upon the following terms and conditions:

1. On or about December 17, 2012, the Town and Baja Broadband, LLC ("Baja") entered into a Cable Television Franchise that granted a franchise to Baja to provide cable-related services in the Town ("Franchise"). Through acquisitions and changes of ownership, TDS owns and operates the cable system and has been operating under and pursuant to the terms of the Franchise.

2. Pursuant to Section 2.3, the Franchise terminates on December 20, 2021. The Parties desire to negotiate a new franchise to extend the franchise, upon agreeable terms, for an additional ten (10) years, to and including December 31, 2031. Because the Parties have not yet finalized the new franchise, the Parties desire to extend the term of the Franchise for a short duration and continue operating under the terms of the existing Franchise.

3. Section 13 of the Franchise contemplates renewal of the Franchise and Section 15.5 of the Franchise provides that the Parties may amend the terms of the Franchise.

4. To allow the Parties additional time to execute a new franchise, on or about November 15, 2021, the Parties executed the First Amendment to Franchise Agreement, extending the term of the Franchise by four (4) months, to and including April 30, 2022. A Second Amendment to Franchise Agreement, extending the term of the Franchise by an additional (4) four months, to and including September 1, 2022, was executed in March 2022. The Parties desire additional time within which to negotiate a new franchise, and thus seek a second extension of the term of the Franchise, up to and including March 1, 2023, or until the Parties execute a new franchise, whichever occurs first.

5. Except as amended herein, the Parties reaffirm the Franchise including but not limited to TDS's right to furnish, sell and distribute cable-related services in the Town and corresponding obligation to pay a franchise fee to the Town.

[Signatures on following page.]

IN WITNESS WHEREOF, this Second Amendment to Franchise is entered into by the Town and TDS effective as of August 15, 2022.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

Date of Signature: _____

ATTEST:

By: _____
Diana Seele, Town Clerk

TDS BROADBAND SERVICE, LLC

By:_____
Name:
Title:

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

SUBSCRIBED AND SWORN to before me this _____day of _____, 2022, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

Town of Johnstown
List of Bills - July 8, 2022 - August 5, 2022

Vendor	Description	Dept.	Amount
24/7 Networks, Inc.	Network improvements	ADM	6,973.63
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Adamson Police Products	Uniforms	PD	866.18
Advanced Mechanical Services, Inc	Equipment repair	PW	1,400.00
AED Everywhere, Inc.	Supplies	PD/PW	657.00
All Copy Products, Inc	Copier supplies	PD	92.45
Anchor Auto Glass & Tint, LLC	Vehicle maintenance	PD	411.99
Apex Consulting Services Inc	WTP expansion	PW	1,895.00
Aqua Backflow, Inc.	Supplies	PW	190.00
Arapahoe Rental	Supplies	PW	209.95
Avalis Wayfinding Solutions, Inc	Supplies	ADM	599.15
Axon Enterprises, Inc.	Supplies	PD	95.25
Bell Gould Linder & Scott, P.C.	Legal services	ADM	1,607.08
BHA Design Incorporated	Design - SH 60	PW	910.00
Big Air Jumpers, Inc.	National Night Out	PD	855.00
Browns Hill Engineering & Controls	Scada	PW	8,587.10
Bunyan Lateral Ditch Company	Crossing agreement	PW	575.00
Burns & McDonnell Engineering Co Inc.	WTP expansion	PW	200,130.05
Canyon Systems, Inc.	Lift station repairs	PW	390.00
Card Services	Travel/training/supplies	ALL	10,795.86
CB&I Group Storage Tanks Solutions LLC	South Tank construction	PW	451,026.05
CDPHE, Water Quality Control Division	Annual drinking water renewal	PW	1,850.00
Christina Adair	Reimbursement - supplies	PD	39.35
Cintas	Mat supplies/service	ALL	783.49
Cirsa	Insurance	PW	2,000.00
City of Fort Collins	Lab services	PW	5,040.00
CMC Tire	Vehicle supplies	PW	192.00
CMS Mechanical Services	Building maintenance	PW	890.10
Colorado Analytical Labs	Lab testing	PW	2,133.00
Consolidated Hillsborough Ditch Co	Water legal	PW	3,000.00
Core & Main	Water meters	PW	2,076.20
Coren Printing, Inc	Supplies	PD	62.50
DBC Irrigation Supply	Supplies	PW	1,227.62
DeFALCO Construction Co	Old Town project	PW	331,296.31
Denali Water Solutions LLC	Sludge removal	PW	2,996.40
Denver Industrial Sales & Services Co	Cold patch materials	PW	1,786.40
Department of Labor	Boiler inspection	PW	125.00
DES Pipeline Maintenance, LLC	Maintenance	PW	787.50
Devon McCarty	Reimbursement - training	ADM	102.81
DPC Industries Inc	Chemicals	PW	57,020.64
Ed Cor	Training	PD	60.00
Employers Council	Membership	ADM	7,200.00
Environmental Syst. Research I, Inc	GIS software	PW	5,300.00
Ergomed	Employment screening	ADM	855.00
Evergreen Industrial LTD	Use tax reimbursement	ADM	50,000.00
Faris Machinery Co.	Supplies	PW	570.96

Vendor	Description	Dept.	Amount
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	7,777.50
Firestone Complete Auto Care	Vehicle maintenance	PD	1,377.24
First Class Security Systems	Fire system monitoring	PW	128.80
First National Bank	Custodial services	ADM	1,146.99
Forestar - RE Services	Performance surety refund	ADM	1,104,545.67
Four Stripe Investment	Lodging tax overpayment	ADM	655.01
Frontier Business Products	Supplies	ADM	150.00
Frontier Fertilizer & Chemical	Chemicals	PW	277.80
Glenn A. Jones Library	Library support	ADM	94,816.12
Grant Training Center	Training	ADM	595.00
Greeley Lock and Key	Building maintenance	PW	961.50
Ground Engineering Consultants, Inc.	Sewer plant materials testing	PW	7,051.00
Hach Company	Lab supplies	PW	7,752.23
Hill & Robbins, PC	Legal services	ADM	2,608.50
Hill & Robbins, PC	Billback - Engineering services	ADM	1,269.00
IMEG Corp	Engineering services	ADM	1,015.00
IMEG Corp	Billback -Engineering services	ADM	27,402.50
Infosend, Inc.	Utility bill printing/newsletter/mailer	ADM	8,118.51
J&D Creations	Uniforms	ADM/PW	614.87
John Cutler & Associates	2021 audit	ADM	2,000.00
Johnstown Breeze	Publications	ADM	2,116.80
J-U-B Engineers, Inc.	Engineering services south tank	PW	7,003.50
JWO Engineering	SH 60 project	PW	58,109.49
Kaminsky, Sullenberger & Associates Inc	Training	PD	300.00
Kangaroo Express of Longmont, Inc	Lab testing	PW	275.00
Kelly Supply Co	Supplies	PW	56.02
Ken Garff Ford Greeley	Vehicles	PW	198,409.84
Kinsco, LLC	Uniforms	PD	479.58
Language Line Services Inc.	Translation service	PD	23.89
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	7,390.18
Larimer Humane Society	Contract billing	PD	1,720.00
Law Office of Avi Rocklin LLC	Legal services	ADM	3,139.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	17,589.50
Lazar, Michael	Municipal Court Judge	ADM	3,000.00
Leads Online LLC	Software	PD	1,968.00
Lowe's	Building maintenance	PW	1,096.63
Mac Equipment, Inc	Mower repair	PW	769.10
Maplewood Acres, Inc.	Easement/engineering costs	ADM	24,596.30
Mares Auto Inc.	Vehicle repairs	PW	20.00
Martin & Sons Excavation Inc.	Hydrant meter deposit refund	ADM	1,500.00
Matthew Bender & Co Inc	Supplies	PD	124.02
McGeady Becher P.C.	Billback - Legal services	ADM	7,774.50
Mike Shaw Chrysler Jeep Dodge Ram	Vehicle repair	PD	211.49
Milliken Johnstown Electric	Equipment maintenance	PW	2,021.53
Moltz Construction Inc.	Low Point construction	PW	659,213.89
Motorola Solutions, Inc.	Equipment repair	PD	118.99
Multistudio, Inc	Land use code	ADM	9,520.00
Murray & Stafford Inc.	Hydrant meter deposit refund	ADM	1,500.00

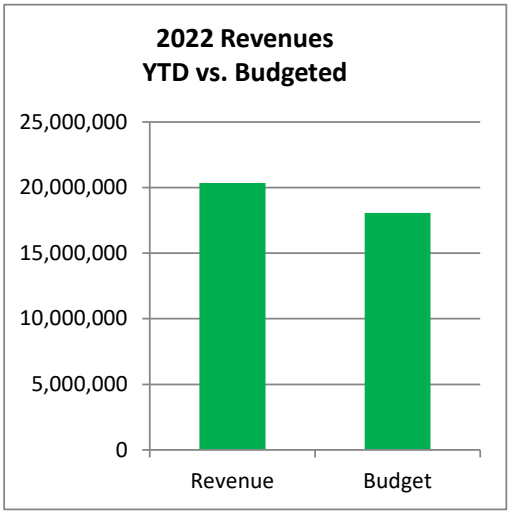
Vendor	Description	Dept.	Amount
Napa Auto Parts, Inc	Vehicle supplies	PW	125.08
Northern Engineering	Billback - Engineering services	ADM	820.00
Northern Safety Co Inc	Lab supplies	PW	243.68
Office Depot Business Credit	Supplies	ALL	1,771.99
OSI Restaurant Partners LLC	Refund license overpayment	ADM	18.50
Otak	Design - LT Trail	PW	9,019.50
Pitney Bowes Bank Inc Purchase Power	Postage meter	ADM/PD	604.50
Poudre Valley REA	Utilities	ALL	11,572.81
ProCode Inc.	Inspection services	ADM	15,750.00
ProForce Law Enforcement	Supplies	PD	3,922.60
Ramey Environmental Compliance Inc.	OCR services	PW	27,446.80
Redi Services, LLC	Port o lets	PW	940.00
Rental Equipment Center - Fort Collins	Equipment rental	PW	557.66
Rhinehart Oil Co., Inc.	Fuel	ALL	10,822.09
Rise & Shine Window Cleaning	Building maintenance	PW	1,350.00
Rock Soft Chenille & Embroider	Supplies	PD	297.55
Rowley's Auto Collision Experts Inc	Vehicle repair	PD	397.83
Royal-T	Jet services	PW	330.00
Sam's Club MC/SYNCB	Supplies	ALL	512.56
SMH West, LLC	South Tank construction	PW	466,140.31
Tait & Associates, Inc.	Old Town design	PW	37,087.10
TDS (430 S. Parish)	Telephone	ALL	2,672.32
The Home Depot/GECF	Supplies	PW	569.58
Tier One Networking, LLC	Computers	ADM/PW	5,013.00
TimberLAN	IT services	ALL	2,000.00
Town of Windsor	Equipment	PW	2,000.00
TruGreen Chemlawn	Chemicals	PW	1,157.63
United Power, Inc	Utilities	ALL	776.90
USA Bluebook	Supplies	PW	1,614.55
Utility Notification Center of Colorado	Locates	PW	1,313.00
Utility Refunds	Utility Refund	ADM	927.95
Vector Disease Control	Mosquito spraying	PW	3,524.70
Verizon Wireless	Telephone	PW	274.17
Wagner Equipment Co.	Equipment repair	PW	322.00
Waste Connections of Colorado Inc.	Trash services	PW	73,287.76
Weld County Public Safety IT	Professional services	PD	728.86
Whispir	Newsletter and courtesy calls	ADM	300.00
White Cap	Supplies	PW	214.95
Windstream	Telephone/internet	ALL	1,455.73
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	4,275.00
Xcel Energy	Utilities	ALL	146,148.48
YMCA of Northern Colorado	2022 Splash bronze sponsor	ADM	1,000.00
YMCA of Northern Colorado	YMCA Dola grant	ADM	12,500.00
Yost Cleaning	Monthly cleaning service	PW	2,804.00
			4,302,103.90

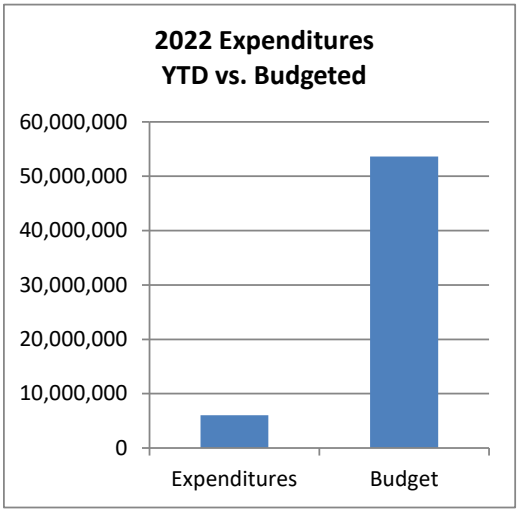
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund
Period Ending July 31, 2022
Unaudited

General Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	68,782,344	68,782,344	
Revenues:			
Taxes & Fees	14,459,477	16,413,716	88.1%
Licenses & Permits	2,906,714	1,156,650	251.3%
Fines & Forfeitures	133,436	160,500	83.1%
Intergovernmental	68,326	25,000	273.3%
Earnings on Investment	96,784	52,500	184.4%
Miscellaneous Revenue	2,678,069	253,000	1058.5%
Transfers In	-	-	
Total Operating Revenues	20,342,806	18,061,366	112.6%
Expenditures:			
Legislative	743,596	932,500	79.7%
Town Manager	419,105	1,644,593	25.5%
Town Clerk	249,404	509,750	48.9%
Finance	261,451	417,510	62.6%
Planning	273,709	759,878	36.0%
Reimbursements	323,077	300,000	107.7%
Building Inspections	139,169	271,400	51.3%
Police	2,452,783	4,878,580	50.3%
Public Works	261,508	761,200	34.4%
Buildings	124,252	293,250	42.4%
Transfers Out	768,293	42,837,000	1.8%
Total Expenditures	6,016,348	53,605,661	11.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**14,326,458**	**(35,544,295)**	
Prior Period Adjustment			
Ending Fund Balance*	**83,108,802**	**33,238,049**	

** - Unaudited*

58% of the fiscal year has elapsed



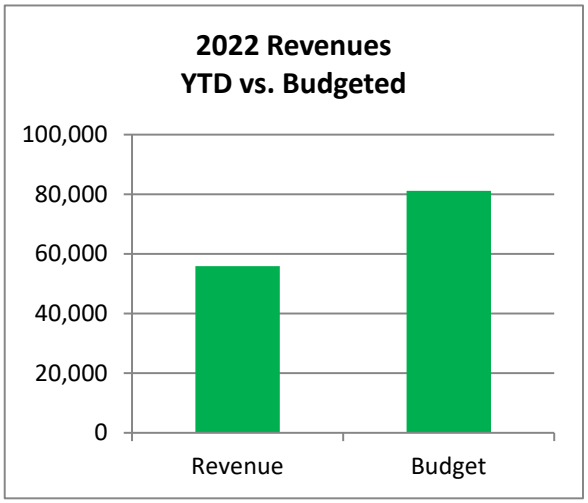


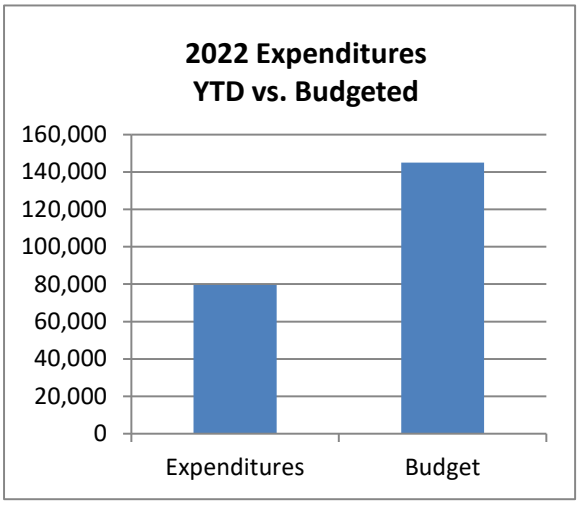
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending July 31, 2022
Unaudited

Conservation Trust Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	100,051	100,051	
Revenues:			
Intergovernmental	55,839	81,100	68.9%
Earnings on Investment	76	50	152.9%
Total Operating Revenues	55,916	81,150	68.9%
Expenditures:			
Operations	-	-	
Capital Outlay	79,593	145,000	54.9%
Total Expenditures	79,593	145,000	54.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(23,677)**	**(63,850)**	
Ending Fund Balance*	**76,374**	**36,201**	

** - Unaudited*

58% of the fiscal year has elapsed



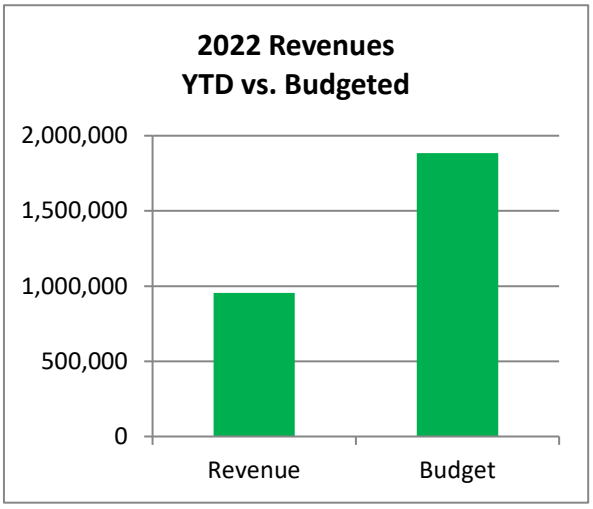


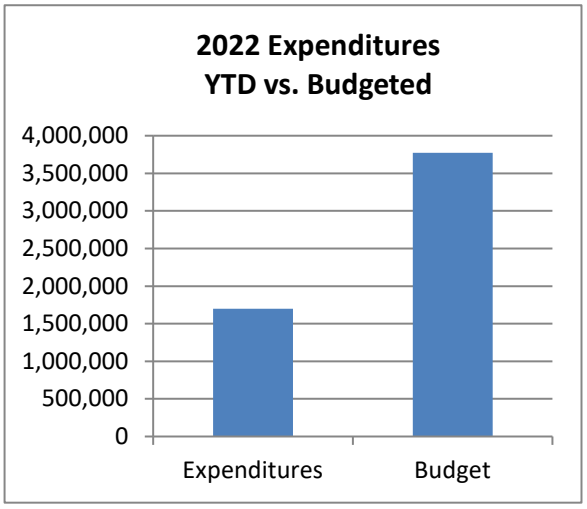
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending July 31, 2022
Unaudited

Parks and Open Space Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	7,672,201	7,672,201	
Revenues:			
Taxes & Fees	892,108	498,150	179.1%
Miscellaneous Revenue	53,086	222,000	23.9%
Transfers In	0	1,162,000	0.0%
Total Operating Revenues	955,225	1,884,650	50.7%
Expenditures:			
Operations	241,214	1,037,550	23.2%
Capital Outlay	1,458,343	2,737,000	53.3%
Transfers Out	-	-	
Total Expenditures	1,699,557	3,774,550	45.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(744,332)**	**(1,889,900)**	
Ending Fund Balance*	**6,927,869**	**5,782,301**	

** - Unaudited*

58% of the fiscal year has elapsed



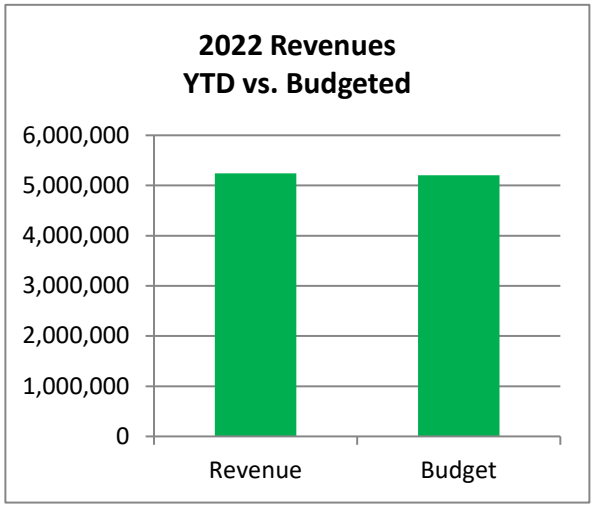


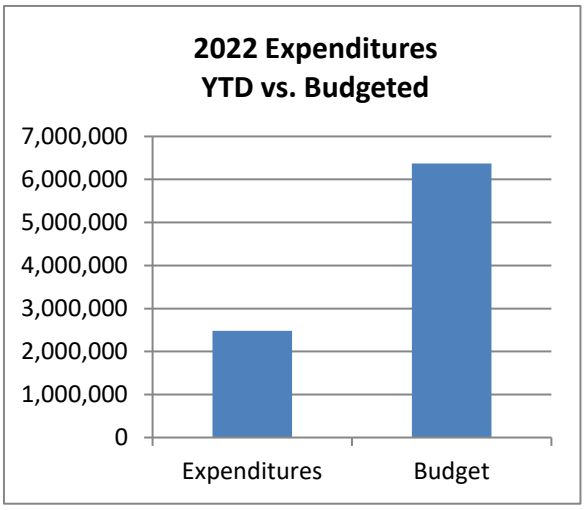
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending July 31, 2022
Unaudited

Street and Alley Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	14,843,709	14,843,709	
Revenues:			
Taxes & Fees	2,714,401	3,191,400	85.1%
Intergovernmental	97,135	707,667	13.7%
Charges for Services	551,610	881,000	62.6%
Capital Investment Fees	1,785,470	420,550	424.6%
Earnings on Investment	23,759	2,000	1188.0%
Miscellaneous Revenues	67,881	-	0.0%
Total Operating Revenues	5,240,257	5,202,617	100.7%
Expenditures:			
Operations & Maintenance	1,067,882	3,599,400	29.7%
Capital	1,413,023	2,769,000	51.0%
Total Expenditures	2,480,905	6,368,400	39.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**2,759,352**	**(1,165,783)**	
Ending Fund Balance*	**17,603,061**	**13,677,926**	

** - Unaudited*

58% of the fiscal year has elapsed



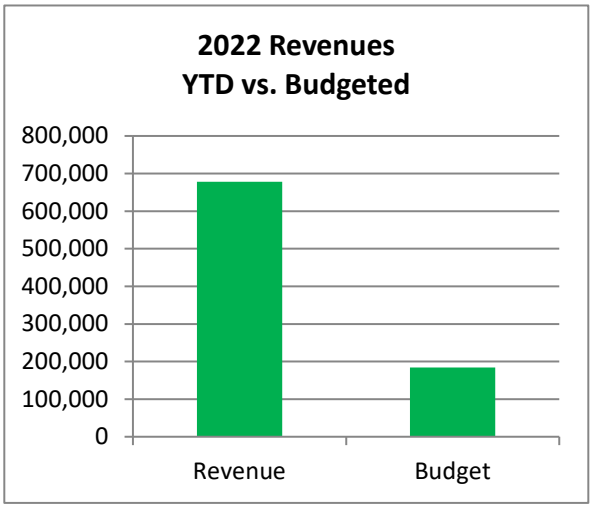


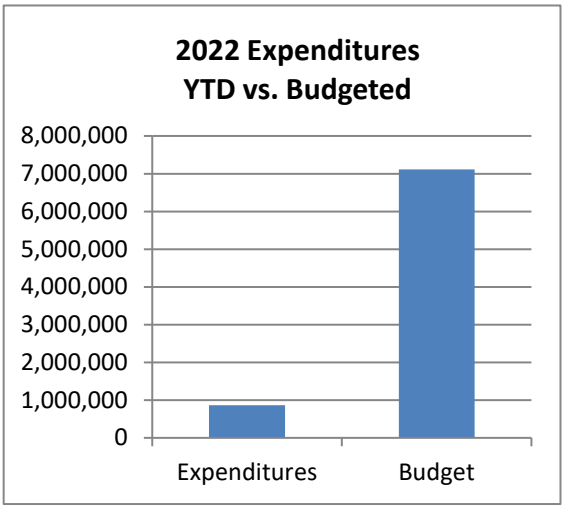
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending July 31, 2022
Unaudited

Capital Projects Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	14,413,606	14,413,606	
Revenues:			
Taxes and Fees	639,760	240,000	266.6%
Miscellaneous Revenue	-	-	
Interest	38,199	4,500	848.9%
Transfers In	-	(60,000)	0.0%
Total Operating Revenues	677,958	184,500	367.5%
Expenditures:			
Capital Outlay	866,798	7,111,500	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	866,798	7,111,500	12.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(188,839)**	**(6,927,000)**	
Ending Fund Balance*	**14,224,767**	**7,486,606**	

** - Unaudited*

58% of the fiscal year has elapsed



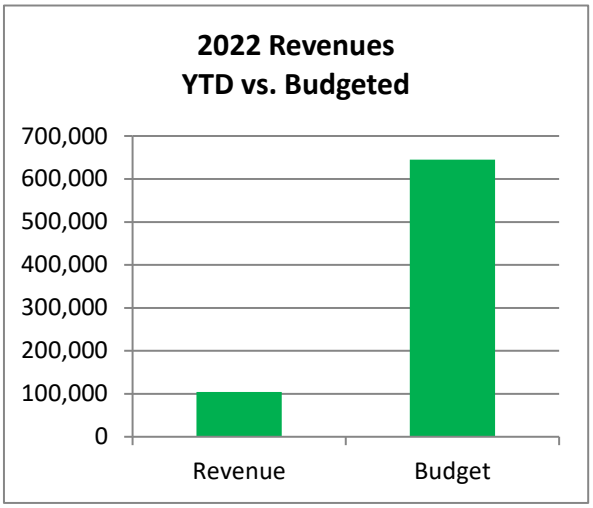


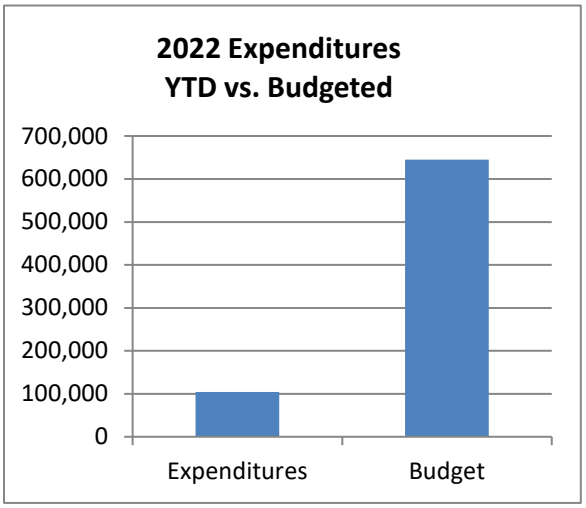
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending July 31, 2022
Unaudited

Tax Allocation Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	95,951	95,951	
Revenues:			
Taxes & Fees	104,580	645,000	16.2%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	104,580	645,050	16.2%
Expenditures:			
Miscellaneous	104,580	645,050	16.2%
Total Expenditures	104,580	645,050	16.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**95,951**	**95,951**	

** - Unaudited*

58% of the fiscal year has elapsed



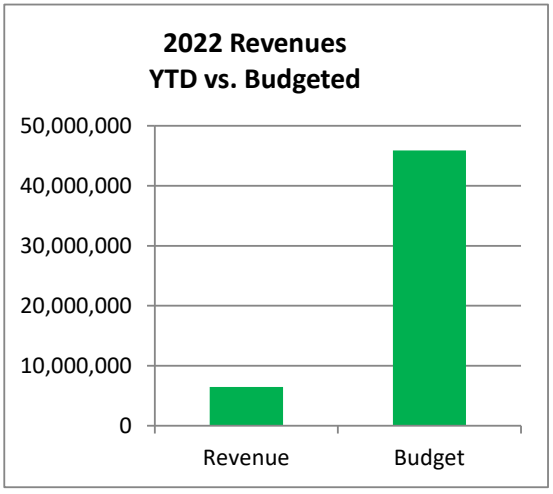


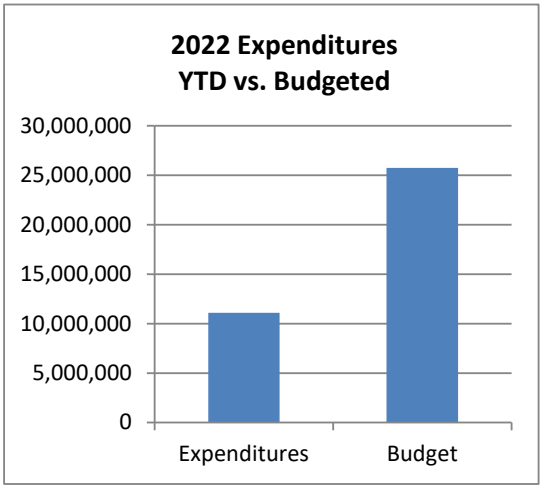
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending July 31, 2022
Unaudited

Water Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Cash Balance*	21,559,607	21,559,607	
Revenues:			
Charges for Services	2,862,033	3,838,700	74.6%
Total Operating Revenues	2,862,033	3,838,700	74.6%
Expenses:			
Administration	115,746	428,650	27.0%
Operations	1,484,538	3,968,650	37.4%
Capital Outlay	9,200,169	20,910,280	44.0%
Depreciation	289,859	425,000	68.2%
Transfers Out	-	-	
Total Operating Expenses	11,090,313	25,732,580	43.1%
Operating Income (Loss)	(8,228,280)	(21,893,880)	
Non-Operating Revenues (Expenses)			
Tap Fees	1,536,136	1,006,050	152.7%
Capital Investment Fees	1,687,271	850,650	198.4%
Misc. Revenues	306,988	40,179,550	0.8%
Interest Expense	54,493	6,900	789.8%
Total Non-Operating Revenues (Expenses)	3,584,887	42,043,150	8.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(4,643,393)**	**20,149,270**	
Ending Cash Balance*	**16,916,214**	**41,708,877**	

** - Unaudited*

58% of the fiscal year has elapsed



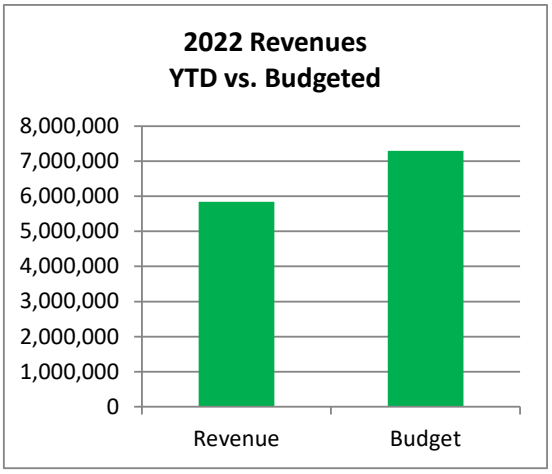


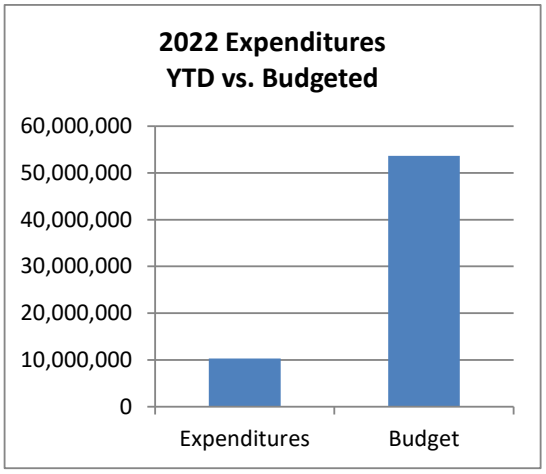
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Sewer Fund
Period Ending July 31, 2022
Unaudited

Sewer Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Cash Balance*	5,341,829	5,341,829	
Revenues:			
Charges for Services	1,721,488	2,984,000	57.7%
Total Operating Revenues	1,721,488	2,984,000	57.7%
Expenses:			
Administration	109,184	244,050	44.7%
Operations	776,154	1,991,800	39.0%
Capital Outlay	8,318,012	49,189,000	16.9%
Depreciation	153,011	245,000	62.5%
Debt Service	976,575	1,953,150	50.0%
Total Operating Expenses	10,332,936	53,623,000	19.3%
Operating Income (Loss)	(8,611,448)	(50,639,000)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	3,639,172	2,396,740	151.8%
Misc. Revenues	285,747	1,915,000	14.9%
Interest Expense	198,792	1,200	16566.0%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	4,123,711	4,312,940	95.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(4,487,737)**	**(46,326,060)**	
Ending Cash Balance*	**854,092**	**(40,984,231)**	

** - Unaudited*

58% of the fiscal year has elapsed



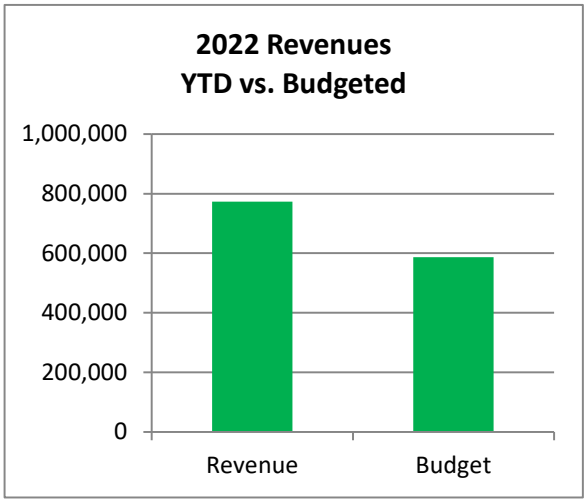


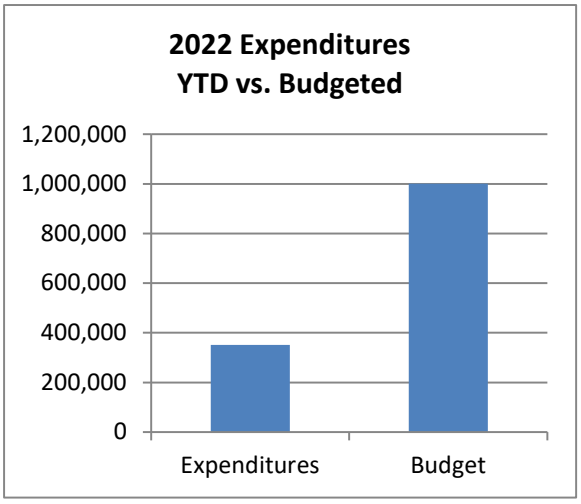
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending July 31, 2022
Unaudited

Drainage Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Cash Balance*	3,732,384	3,732,384	
Revenues:			
Charges for Services	478,011	475,900	100.4%
Total Operating Revenues	478,011	475,900	100.4%
Expenses:			
Administration	74,247	156,765	47.4%
Operations	79,926	364,100	22.0%
Capital Improvements	196,523	480,000	40.9%
Transfer Out	-	-	
Total Operating Expenses	350,695	1,000,865	35.0%
Operating Income (Loss)	127,315	(524,965)	
Non-Operating Revenues (Expenses)			
Capital Revenues	287,848	110,000	261.7%
Misc. Revenues	-	-	
Interest Expense	7,035	1,000	703.5%
Total Non-Operating Revenues (Expenses)	294,882	111,000	265.7%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**422,197**	**(413,965)**	
Ending Cash Balance*	**4,154,581**	**3,318,419**	

** - Unaudited*

58% of the fiscal year has elapsed



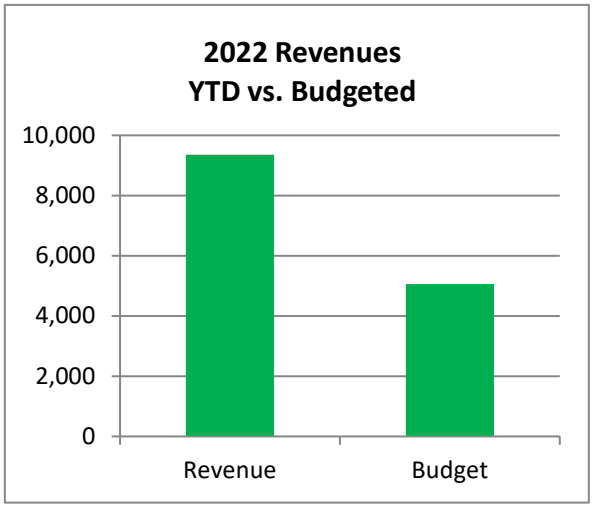


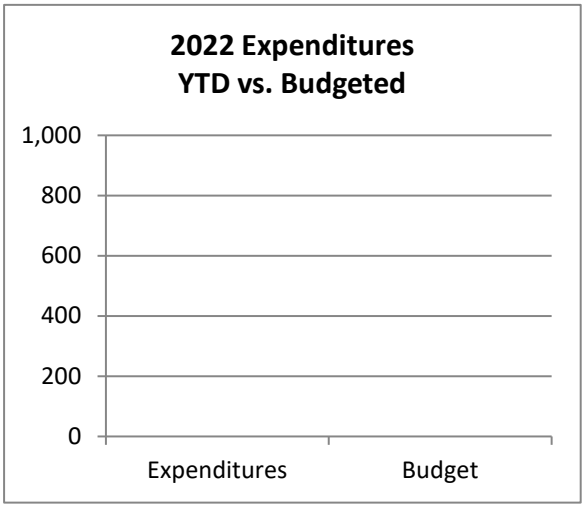
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending July 31, 2022
Unaudited

Cemetery Perpetual Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	153,817	153,817	
Revenues:			
Miscellaneous Revenue	8,966	5,000	179.3%
Earnings on Investment	396	60	659.9%
Total Operating Revenues	9,361	5,060	185.0%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**9,361**	**5,060**	
Ending Fund Balance*	**163,178**	**158,877**	

** - Unaudited*

58% of the fiscal year has elapsed



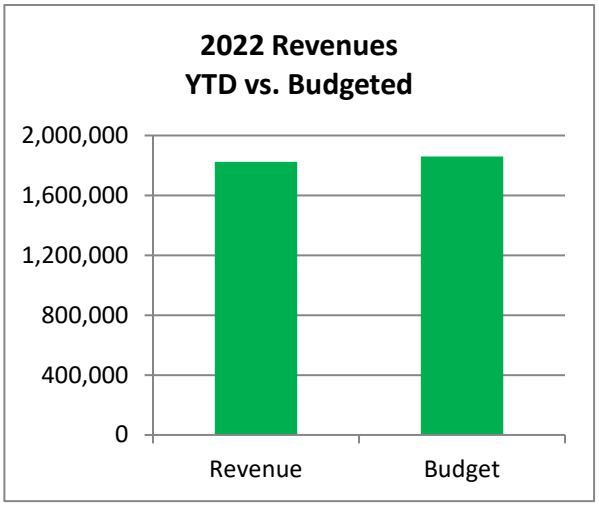


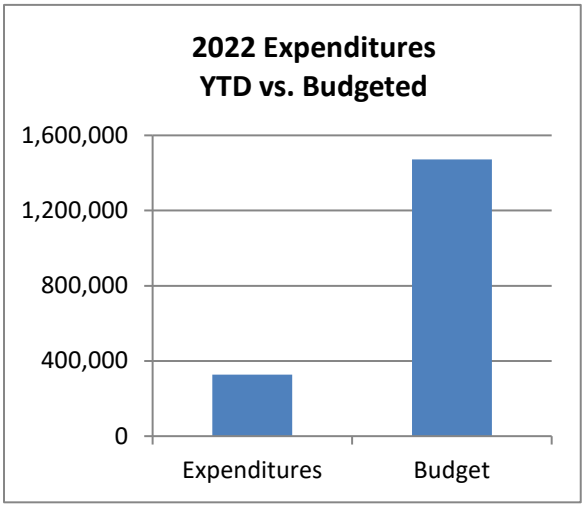
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending July 31, 2022
Unaudited

Library Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	6,613,408	6,613,408	
Revenues:			
Intergovernmental	432,457	488,959	88.4%
Miscellaneous Revenue	404	11,000	3.7%
Capital Investment Fees	545,706	215,000	253.8%
Interest	15,236	5,000	304.7%
Transfers In	829,230	1,140,000	72.7%
Total Operating Revenues	1,823,032	1,859,959	98.0%
Expenditures:			
Operations	327,982	1,472,000	22.3%
Capital Outlay	-	-	0.0%
Total Expenditures	327,982	1,472,000	22.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,495,050**	**387,959**	
Ending Fund Balance*	**8,108,458**	**7,001,367**	

** - Unaudited*

58% of the fiscal year has elapsed



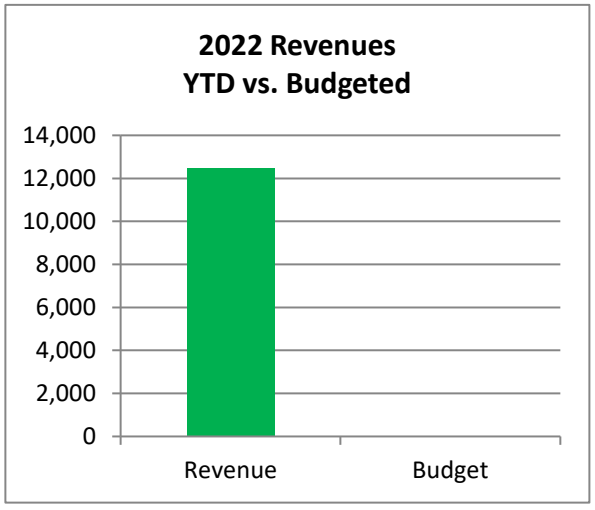


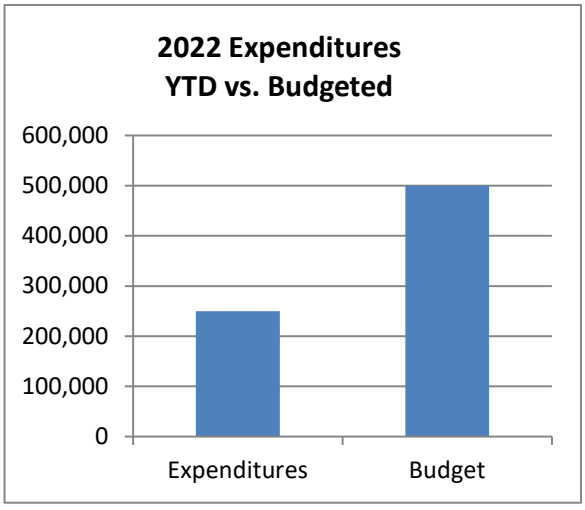
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending July 31, 2022
Unaudited

Recreation Center Fund	2022 Actuals July	2022 Adopted Budget	% Complete
Beginning Fund Balance*	922,738	922,738	
Revenues:			
State Grants	12,500	0	
Transfers In	-	-	
Earnings on Investment	-	-	
Total Operating Revenues	12,500	-	
Expenditures:			
Operations & Maintenance	250,000	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	250,000	500,000	50.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(237,500)**	**(500,000)**	
Ending Fund Balance*	**685,238**	**422,738**	

** - Unaudited*

58% of the fiscal year has elapsed





Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: August 15, 2022

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):

- 08/22/2022 – Work Session (5:30 p.m.)
- 08/29/2022 – Work Session (5:30 p.m.)
- 09/07/2022 – Regular Council Meeting
- 09/12/2022 – Budget Work Session 1 (5:30 p.m.)
- 09/19/2022 – Regular Council Meeting
- 09/26/2022 – Budget Work Session 2 (5:30 p.m. – If necessary)

Administration, Finance, Planning, & Human Resources

- *Municipal Court* – Staff processed 179 summonses in the month of July and have begun to look into options for software updates.
- *Executive Assistant Interviews* – Interviews have been completed for the Executive Assistant vacancy created by the recent resignation of Danielle. An offer has been made to a prospective candidate.
- *Town Clerk Retirement Party* – Diana Seele, our Town Clerk for 35 years was recognized for her contributions with a retirement party on July 29 that was very well attended by both family, community members, and elected officials.

- *Town Clerk Swearing-In* – Hannah Hill our new Town Clerk was formally sworn into office on July 29, 2022 by the outgoing Town Clerk, Diana Seele.
- *Green Waste Recycling* – Town Staff had a preliminary meeting with a Green Waste Facility that operates locations and partnerships in Northern Colorado with other municipalities. Town Staff is exploring this option and based on the evaluation, may come to Council for a work session to discuss the opportunity in a more formal setting.
- *Internal Budget Meetings* – Budget meetings with Department Heads have begun with Finance and the Town Manager. These meetings are in preparation for the presentation to Council of the preliminary 2023 Budget.
- *Prosecuting Attorney RFP* – A Request for Proposal has been posted with the deadline to turn the proposals in of August 19, 2022. Council will see documents shortly after to evaluate the applicants.
- *Strategic Planning Kick-Off* – Department heads participated in an all-day strategic planning session on August 4. The team worked very well together and made significant progress. Our second session is scheduled for the beginning of September.
- *Land Use Code Update* – Planning Staff has recently received initial draft for technical review of several sections of the land use code, to update that section of the municipal code. A Work Session with Council is planned for August 22.
- *Biz Walk* – The Town Manager, Assistant Town Manager, and Economic Development Manager met with two Johnstown businesses in July as part of the Town's monthly biz walk program. Staff met with Sherwin Williams and Edward Jones.
- *Downtown Branding & Wayfinding Project Update* – Kristin Baker from Michael Baker International and Town staff continue to meet with several different stakeholder groups to discuss the downtown project. We have also installed temporary signage regarding the project and how residents/visitors can get involved at several locations including the YMCA, Library, Parish Park, and Town Hall. The next steps will include fabricating additional signs that will be placed along other key locations including public parks, facilities, and shopping centers such as Johnstown Plaza/2534 and Downtown Johnstown. Staff also did a project walk and met with many brick and mortar businesses throughout the community to build awareness of the program and how they can get involved. Many businesses now have a window cling on their window front which helps promote public engagement.
- *Johnstown Downtown Development Association* – As of August, the JDDA has appointed a New President and Vice President for the board. Brianna Waugh will be the President and Veronica Schlagel will be the Vice President; both are local business owners in the downtown corridor. The Town will continue to have a non-voting seat on the executive board and looks forward to working with the new leadership team.

Police Department

Training

- *Crime scene training* – Officer Otero attended Crime Scene Photography training.

Community Policing:

- *National Night Out*- The police department hosted National Night Out at the main police station. This is an event intended to bring the community and the police department for a night of fun and community engagement. Events included "touch a truck," food trucks, lawn games, an inflatable obstacle course and booths from Town businesses.
  Officers also attended a community hosted National Night Out event in Thompson Crossing.

Public Works and Utilities

Streets

- Staff have been focused on replacing street signs and trimming trees around signs for visibility.
- Street sweeping operations are a focus after the heavy rains.
- Staff graded over 12 miles of dirt roads.
- Public Works crews installed over 400 lbs. of cold patch around Town.
- Staff delivered 30 trash totes to 15 new homes this past reporting period.
- Staff inspected over 2,000 feet of sewer main, 112 new water taps and over 15,000 feet of new water lines throughout town.

Project Updates

- *Pavement Maintenance* – Hot patching operations throughout town is scheduled to begin mid-August. The Mill and Overlay is scheduled to begin August 22 and will begin at CR 40 and will work towards SH 60 and then north of SH 60 to finish the project. The project is scheduled to last until Mid-October. Crack seal operations for CR 15 and CR 13 is scheduled to begin in mid-August.
- Old Town Drainage – Rain delays over the last couple of weeks has set the project back and the new completion date is scheduled for the end of August. Crews continue to finish sidewalk, curb and new driveways. Work on Greely is 95% complete and crews are currently grading and prepping Estes Street.
- Charlotte Street – Bids were opened, and a contract is scheduled to come before Council for consideration on September 7.
- State Hwy 60 Feasibility Study – The study is completing the traffic analysis and staff is currently scheduling an update to the Council for a September Council Meeting to review layout options for the roadway.
- Intersection Improvements for SH 60 and Carlson Blvd – Title work to confirm right-of-way limits are ongoing. Preliminary design of the traffic signal is completed. A meeting with CDOT is being scheduled to confirm the design meets CDOT standards. The Town was successful in obtaining $250,000 in Multimodal Transportation and Mitigation Option Funding (MMOF) for the project.

Diana's Retirement

Hannah's Swearing-In As Town Clerk

National Night Out With Police Department

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Resolution 2022-36 Approving the SunCatcher Preliminary/Final Subdivision Plat

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-36 on First Reading, Approving the SunCatcher Preliminary/Final Subdivision Plat

ATTACHMENTS:
1. Resolution 2022-36
2. Vicinity Map
3. Subdivision Plat
4. PZC Agenda Memorandum for Preliminary/Final Plat

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Pivot Energy, on behalf of Sauer South, LLC (owner), requests consideration of a Preliminary/Final Subdivision Plat encompassing approximately 127 acres of land.

The property is located on the southwest corner of Telep Ave and Weld County Road 46, south of The Granary subdivision. (Attachment 2) It is encompassed within the project areas of the SunCatcher Annexation and Establishment of Zoning (EOZ), the Outline Development Plan (ODP) and Solar Farm Use by Special Review (USR) concurrently under review and consideration by the Town.

The subject property is presently zoned Agricultural in unincorporated Weld County. The SunCatcher Annexation and Establishment of Zoning (EOZ) is intended to allow for mixed-use development, with proposed PUD-MU (Mixed-Use) zoning. An accompanying Outline Development Plan (ODP), submitted as part of a complete development package, shows the intent to develop a mix of commercial and residential uses. An interim use for a solar facility is proposed on 44 acres of the site, with farming operations continuing until future development occurs. This subdivision plat will create the lots and tracts to facilitate the solar facility as well as future transfer of land, and future development plans and resubdivisions to occur. (Attachment 3)

The Planning & Zoning Commission (PZC) held a public hearing on July 13, 2022, to consider the SunCatcher Preliminary/Final Subdivision Plat (Case SUB22-0003). The Planning & Zoning Commission Agenda Memorandum (Attachment 4) provides background and historical use of the property.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the Applicant.

Based upon the materials submitted, analysis, and findings, the PZC approved a motion (5-0) to recommend to Town Council approval of this Preliminary/Final Subdivision Plat.

This request for approval of the SunCatcher Preliminary/Final Subdivision Plat is accompanied by a companion request, on this Council agenda, for Use by Special Review (USR) of Pivot Solar and was preceded by the Petition for Annexation, Establishment of Zoning (EOZ) to PUD-MU, and a PUD Outline Development Plan (ODP) at a public hearing on August 1, 2022.

LEGAL ADVICE:
Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:
NA

RECOMMENDED ACTION:
Approve Resolution 2022-36 approving the SunCatcher Preliminary/Final Subdivision Plat, on First Reading.

SUGGESTED MOTIONS:

For Approval
I move that the Town Council approve Resolution 2022-36 approving the SunCatcher Preliminary/Final Subdivision Plat, on First Reading.

For Denial
I move that the Town Council deny Resolution 2022-36

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-36

APPROVING THE PRELIMINARY/FINAL SUBDIVISION PLAT FOR THE SUNCATCHER PROPERTY, SITUATED IN A PORTION OF LOT A OF RECORDED EXEMPTION NO. 1059-18-1-RE 1008, LOCATED IN NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 125.158 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 is vested with authority to administer the affairs of the Town; and

WHEREAS, Sauer South, LLC, a Colorado limited liability company, by and through TCA Microgrid Energy, LLC, a Florida limited liability company, d/b/a Pivot Energy, submitted an application to the Town for approval of a Preliminary/Final Subdivision Plant for a development known as Suncatcher, situated in a Portion of Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 acres ("Property"), being more particularly described on Exhibit A; and

WHEREAS, by Ordinance No. 2022-234, the Town Council approved the annexation of the Property; by Ordinance No. 2022-235, the Town Council approved planned unit development – mixed use (PUD-MU) zoning of the Property; and, by Ordinance No. 2022-236, the Town Council approved the Outline Development Plan ("ODP") for the Property; and

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Subdivision Plat for the Property; and

WHEREAS, on August 15, 2022, the Town Council held a public hearing concerning approval of the Preliminary/Final Subdivision Plat and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Subdivision Plat meets the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code, is consistent with the Town's Comprehensive Plan and the Town's regulations, and will allow a flexible approach to the development of the Property; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary/Final Subdivision Plat for the Property.

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

Section 1. Preliminary/Final Subdivision Plat Approval: The Preliminary/Final Subdivision Plat for the development known as Suncatcher, situated in a Portion of Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 125.158 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 Subdivision Plat and, on or after the effective date of the annexation of the Property, have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of August, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Hannah Hill, Town Clerk Gary Lebsack, Mayor

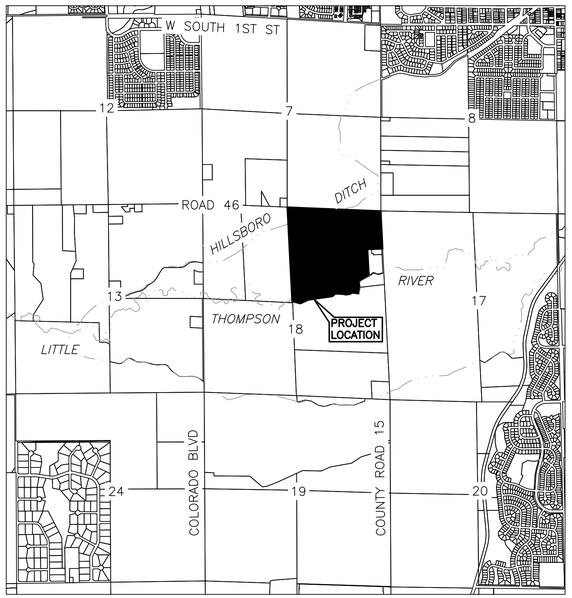
© OpenStreetMap contributors www.opendatacommons.org

VICINITY MAP

NOT TO SCALE

SUNCATCHER SUBDIVISION

BEING A REPLAT OF LOT A RECORDED EXEMPTION NO. 1059-18-1-RE 1008, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
1"=2000'

ENGINEER
TODD JOHNSON
TERRA FORMA SOLUTIONS
PHONE: 303-257-7653

OWNER
SAUER SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY

SURVEYOR
LAINE LANDAU
LAMP RYNEARSON
4715 INNOVATION DRIVE
FORT COLLINS, CO 80525
PHONE: 970-226-0342

SUBDIVIDER
SAUER SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY

LAND USE BREAKDOWN		
TRACT	SIZE	LAND USE
TRACT A	2,218,488 SQ. FT. 50.929 AC.	FUTURE DEVELOPMENT
TRACT B	582,901 SQ. FT. 13.382 AC.	FUTURE DEVELOPMENT
LOT 1	2,542,426 SQ. FT. 58.366 AC.	SOLAR DEVELOPMENT
R.O.W. DEDICATED BY THIS PLAT	108,053 SQ. FT. 2.481 AC.	ROADS
EXISTING R.O.W.	109,791 SQ. FT. 2.520 AC.	ROADS
TOTAL	5,561,658 SQ. FT. 127.678 AC	SEE ABOVE

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT A RECORDED EXEMPTION NO. 1059-18-1-RE 1008, RECORDED JUNE 16, 1987 AT RECEPTION NO. 2103740, BEING A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

THE AS-MEASURED PERIMETER OF SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 18;
THENCE SOUTH 87°36'24" EAST A DISTANCE OF 2625.97 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 TO THE NORTHEAST CORNER OF SAID SECTION 18;
THENCE SOUTH 02°47'22" EAST A DISTANCE OF 1062.69 FEET ON EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;
THENCE SOUTH 87°55'00" WEST A DISTANCE OF 421.77 FEET;
THENCE SOUTH 03°58'40" EAST A DISTANCE OF 724.84 FEET;
THENCE SOUTH 62°10'11" WEST A DISTANCE OF 279.88 FEET;
THENCE SOUTH 29°32'23" WEST A DISTANCE OF 83.93 FEET;
THENCE SOUTH 11°57'09" EAST A DISTANCE OF 120.96 FEET;
THENCE SOUTH 11°47'14" WEST A DISTANCE OF 190.85 FEET;
THENCE NORTH 82°23'15" WEST A DISTANCE OF 175.68 FEET;
THENCE SOUTH 63°07'32" WEST A DISTANCE OF 94.42 FEET;
THENCE SOUTH 88°56'37" WEST A DISTANCE OF 117.14 FEET;
THENCE NORTH 78°25'44" WEST A DISTANCE OF 67.39 FEET;
THENCE NORTH 87°00'45" WEST A DISTANCE OF 208.55 FEET;
THENCE NORTH 55°59'33" WEST A DISTANCE OF 116.24 FEET;
THENCE SOUTH 81°44'40" WEST A DISTANCE OF 527.88 FEET;
THENCE NORTH 86°59'58" WEST A DISTANCE OF 152.87 FEET;
THENCE SOUTH 65°01'01" WEST A DISTANCE OF 249.52 FEET;
THENCE NORTH 75°43'44" WEST A DISTANCE OF 210.99 FEET;
THENCE SOUTH 61°32'24" WEST A DISTANCE OF 30.36 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;
THENCE NORTH 02°49'41" WEST ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 2489.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,561,658 SQUARE FEET, 127.678 ACRES, (MORE OR LESS) BEING SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD;

HAVE BY THESE PRESENTS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS AND TRACTS TO BE KNOWN AS SUNCATCHER SUBDIVISION, AND TO DEDICATE THE RIGHTS OF WAY AND EASEMENTS AS LAID OUT AND DESIGNATED ON THIS PLAT,

WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 2022.

OWNER: SAUER SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY

_____

BY: CYNTHIA SAUER
TITLE: MANAGING MEMBER

STATE OF COLORADO)
) SS.
COUNTY OF WELD)

THE FOLLOWING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____ ____, 20_____BY CYNTHIA SAUER AS MANAGING MEMBER OF SAUER SOUTH LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

TOWN COUNCIL APPROVAL:

THE PLAT, TO BE KNOWN AS THE SUNCATCHER SUBDIVISION, IS HEREBY APPROVED AND

ACCEPTED BY THE TOWN OF JOHNSTOWN, COLORADO, BY RESOLUTION NO. _____, PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, HELD ON THE

_____ DAY OF _____, 20_____.

_____ _____
MAYOR – GARY LEBSACK DATE

ATTEST:

_____ _____
TOWN CLERK DATE

PLAT NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
2. ALL EASEMENTS AND RIGHT-OF-WAYS ARE REFERENCED FROM: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, PROPERTY BINDER ORDER NUMBER FCIF25180842, EFFECTIVE OCTOBER 07, 2020 AT 5:00 P.M.
3. FLOOD INFORMATION: TRACT B IS LOCATED IN UNSHADED ZONE X (AREA OF MINIMAL FLOOD HAZARD, AND TRACT A AND LOT 1 ARE LOCATED IN UNSHADED ZONE X (AREAS OF MINIMAL FLOOD HAZARD), IN ZONE AE (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION), AND IN ZONE A (REGULATORY FLOODWAY WITH BASE FLOOD ELEVATIONS DETERMINED) ACCORDING TO THE PRELIMINARY FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08123C1683F, DATED MARCH 22, 2022. FLOOD INFORMATION IS SUBJECT TO CHANGE.
4. REFER TO OUTLINE DEVELOPMENT PLAN FOR SITE TOPOGRAPHY.

BASIS OF BEARING

CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, T4N, R67W AS REFERENCED TO THE COLORADO STATE PLANE NORTH, NORTH AMERICAN DATUM 1983, AS BEARING S87°36'24"E 2625.97', SAID LINE BEING MONUMENTED WITH A #6 REBAR WITH A 2.50" ALUMINUM CAP PLS 24657 AT THE WEST END, AND BY A #6 REBAR WITH A 3.25" ALUMINUM CAP PLS 38638 AT THE EAST END, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

SURVEYORS CERTIFICATE

I, LAINE A. LANDAU, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS MADE UNDER MY PERSONAL SUPERVISION. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND WELD COUNTY.

_____
LAINE A. LANDAU
COLORADO PLS 31159
ON BEHALF OF LAMP RYNEARSON, INC.
EMAIL ADDRESS: LAINE.LANDAU@LAMPRYNEARSON.COM

LAMP RYNEARSON
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD, STE. 100 (402)496.2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440

SUNCATCHER SUBDIVISION
A PORTION OF LOT A RECORDED EXEMPTION NO. 1059-18-1-RE 1008
NORTHEAST QUARTER OF SECTION 18, T4N, R67W OF THE 6TH P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PIVOT JOHNSTOWN
TOWN OF JOHNSTOWN, COLORADO

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE SURVEYOR. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS ACCURATE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS
2/24/2022 LAL SUBMITTAL 1
5/5/2022 LAL REV ACCESS, LOTS, FEMA
5/10/2022 LAL REV PER TOWN COMMENTS
6/29/2022 LAL REV PER TOWN COMMENTS

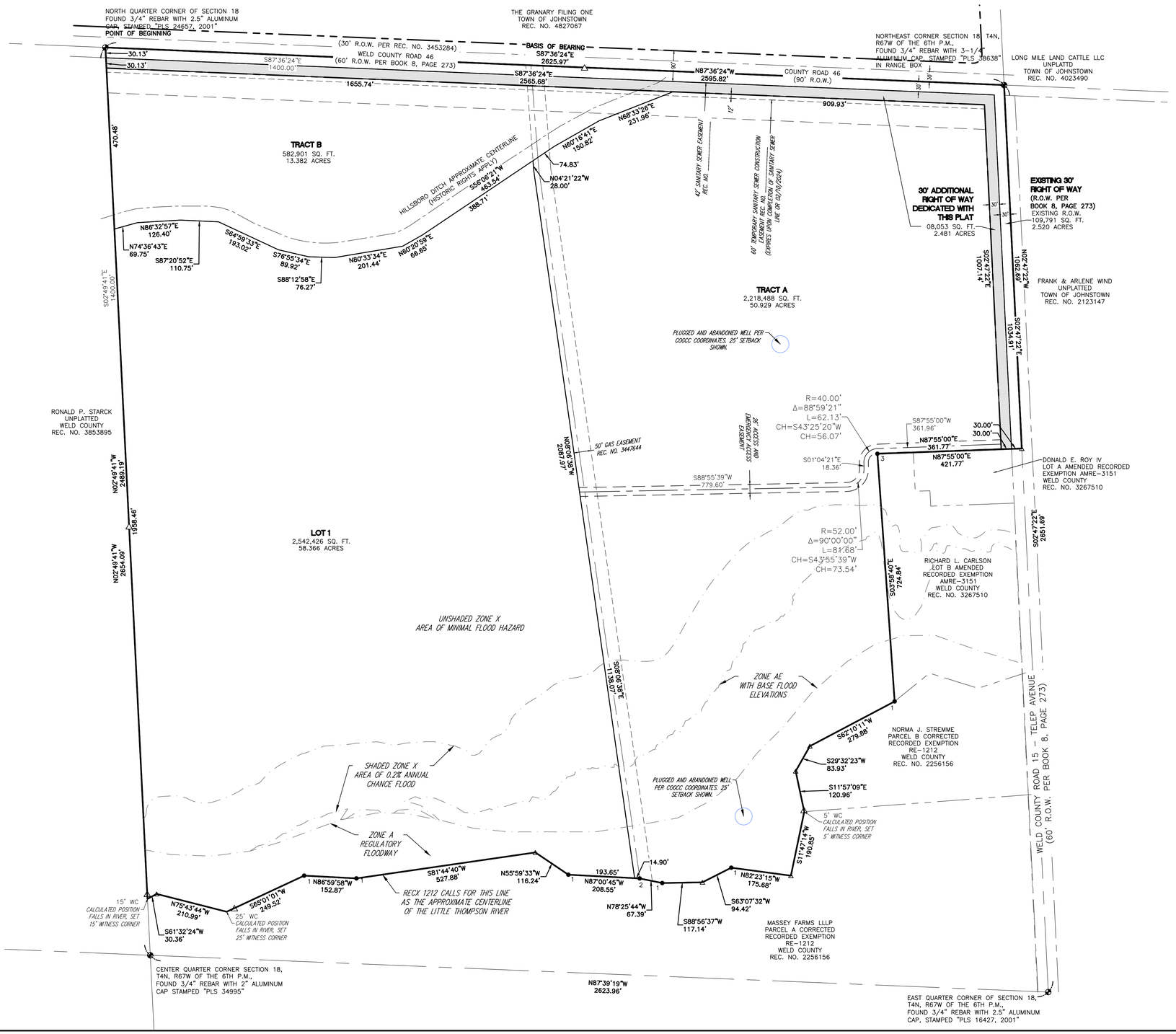
DESIGNER / DRAFTER
LAINE LANDAU/JOSH CROAK
DATE
5/10/2022
PROJECT NUMBER
0221009.01
BOOK AND PAGE

SHEET
1 OF 2

L:\Engineering\0221009.01 Pivot Johnstown ALTA\SURVEY\DRAWINGS\EXHIBITS\0221009-SUBDIVISION PLAT.dwg, 6/29/2022 4:23:51 PM, LAINE LANDAU, LAMP RYNEARSON

SUNCATCHER SUBDIVISION

BEING A REPLAT OF LOT A RECORDED EXEMPTION NO. 1059-18-1-RE 1008, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



0 150 300
SCALE: 1"= 150
U.S. SURVEY FEET

LEGEND

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- SECTION LINE
- RIGHT OF WAY
- EASEMENT DEDICATED BY THIS PLAT
- EXISTING EASEMENT (WITH DEDICATION INFORMATION)
- △ MONUMENT SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-31159)
- △ X' WC MONUMENT SET (2-1/2" ALUMINUM CAP STAMPED "X' WITNESS CORNER, PLS 31159")
- ● 1 FOUND 1/2" REBAR WITH 1-1/4" YELLOW PLASTIC CAP, ILLEGIBLE
- ● 2 FOUND 1/2" REBAR WITH 1-1/4" YELLOW PLASTIC CAP, LS 12374
- ● 3 FOUND 1/2" REBAR WITH 1" RED PLASTIC CAP, ILLEGIBLE
- SECTION CORNER, AS DESCRIBED

SURVEYORS CERTIFICATE
SEE SHEET 1 FOR NOTES AND CERTIFICATION

LAINE A. LANDAU
COLORADO PLS 31159
ON BEHALF OF LAMP RYNEARSON, INC.
EMAIL ADDRESS: LAINE.LANDAU@LAMPRYNEARSON.COM

LAMP RYNEARSON
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD, STE. 100 (402)496.2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440

SUNCATCHER SUBDIVISION
A PORTION OF LOT A RECORDED EXEMPTION NO. 1059-18-1-RE 1008
NORTHEAST QUARTER OF SECTION 18, T4N, R67W OF THE 6TH P.M.
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

PIVOT JOHNSTOWN
TOWN OF JOHNSTOWN, COLORADO

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO US. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND FACILITY LINES PRIOR TO CONSTRUCTION.

REVISIONS
2/24/2022 LAL SUBMITTAL 1
5/5/2022 LAL REV ACCESS, LOTS, FEMA
5/10/2022 LAL REV PER TOWN COMMENTS
6/29/2022 LAL REV PER TOWN COMMENTS

DESIGNER / DRAFTER
LAINE LANDAU/JOSH CROAK
DATE
6/27/2022
PROJECT NUMBER
0221009.01
BOOK AND PAGE

SHEET
2 OF 2

L:\Engineering\0221009.01 Pivot Johnstown ALTA\SURVEY\DRAWINGS\DWG\FIS\0221009-SUBDIVISION PLAT.dwg, 6/29/2022 4:23:22 PM, LAINE LANDAU, LAMP RYNEARSON

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

DESCRIPTION:	**SunCatcher Preliminary/Final Subdivision Plat**
PROJECT NO:	SUB22-0003
LOCATION:	Southwest corner of Telep Ave (CR 15) and CR 46, approx. 127 acres
APPLICANT:	Pivot Energy, for Sauer South, LLC
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	July 13, 2022

ATTACHMENTS

1- Vicinity Map
2- Subdivision Plat

BACKGROUND & SUMMARY

The Applicant, Pivot Energy, on behalf of Sauer South, LLC (owner), requests consideration of a Preliminary/Final Subdivision Plat encompassing approximately 127 acres of land. The property is located on the southwest corner of Telep Ave and Weld County Road 46, south of The Granary subdivision. (Attachment 1) It is encompassed within the project areas of the SunCatcher Annexation and Establishment of Zoning (EOZ), the Outline Development Plan (ODP) and Solar Farm Use by Special Review (USR) concurrently under review and consideration by the Town.

The subject property is presently zoned Agricultural in unincorporated Weld County and is currently being used as farm land. The SunCatcher Annexation and Establishment of Zoning (EOZ) is intended to allow for mixed-use development, with proposed PUD-MU (Mixed-Use) zoning. An accompanying Outline Development Plan (ODP), submitted as part of a complete development package, shows the intent to develop a mix of commercial and residential uses. An interim use for a solar facility is proposed on 44 acres of the site, with farming operations continuing until future development occurs. This subdivision plat will create the lots and tracts to facilitate the solar facility as well as future transfer of land, and future development plans and resubdivisions to occur.

ZONING: The pending zoning request is for PUD-MU (Mixed Use), requested with Annexation.

SURROUNDING ZONING & LAND USE

North:	PUD-R – The Granary Subdivision – single family residential under development
South:	A – Agricultural Weld County – existing ag lands
East:	PUD-R– Residential Town of Johnstown – existing ag lands
West:	A – Agricultural Weld County – existing ag lands

LAND USE HISTORY

Historically, this property has been used for farming and continues as that use today.

OIL & GAS

There are three existing plugged and abandoned wells on-site, per COGCC website.

IRRIGATION DITCHES

The Hillsborough ditch runs through the northern portion of this site.

FLOODPLAIN

The Little Thompson River runs through this parcel, and has significant floodplain areas. Approximately 15.5 acres of the current parcel sits within the floodway and 1% (100-yr) regulatory floodplain.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, June 23, 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 map of the various proposed SunCatcher projects – annexation, zoning, ODP, subdivision and USR. This subdivision project was referred to all Johnstown Review Committee members and Weld County.

NEIGHBORHOOD MEETING

No neighborhood meeting was held for this subdivision.

PROJECT DESCRIPTION & ANALYSIS

The proposed Preliminary/Final Subdivision Plat creates 3 new lots – one will be a buildable lot (and renamed to Lot 1), and two will remain "Tracts" that will require further subdivision prior to development. Additionally, the full 60' arterial half-width of right-of-way along CR 46 and Telep Ave. frontages are being dedicated with this plat.

This "super-plat" (large tract) subdivision is being processed without submittal of full construction drawings, with the understanding that future development plans, subdivisions, and any construction or development will require additional town review and approval of all development and engineering reports, plans, construction drawings, and other plans for public and private improvements prior to construction of improvements or structures.

Town Staff has no significant outstanding concerns and believes this subdivision will promote the Town's goals of efficient development patterns and extension of infrastructure.

The Johnstown Review Committee reviewed this submittal multiple times, as revisions have been made. Minor technical revisions are required prior to Council review, but are more technical in nature and are not anticipated to require additional design changes. No specific conditions are needed at this time.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Staff recommends that the Planning and Zoning Commission send a recommendation for Approval to Town Council for the SunCatcher Preliminary/Final Subdivision Plat based upon the following findings:

1. The proposed project is consistent with the Town of Johnstown Comprehensive Plan.
2. The proposed project is in substantial compliance with the Town's codes, regulations, and requirements.
3. The proposed project will allow a more flexible approach to the development of the large acreage while meeting the needs of the community as it develops.

Recommended Motion: Motion to Approve

Based on the application materials received, analysis and presentations at this hearing, and recommended finding noted above, I move that the Planning & Zoning Commission recommend to the Town Council Approval of the SunCatcher Preliminary/Final Subdivision Plat.

Alternate Motions:

Motion to Approve with Conditions

Based on the application materials received, analysis and presentations at this hearing, and recommended findings, I move that the Planning & Zoning Commission recommend to the Town Council Approval with Conditions, with the following conditions…

Motion to Deny

Based on the application materials received, analysis and presentations at this hearing, I move that the Planning & Zoning Commission recommend to the Town Council Denial of the SunCatcher Preliminary/Final Subdivision Plat.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Resolution 2022-37 Approving a Use by Special Review for a Solar Facility on the SunCatcher Property

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-37 Approving a Use by Special Review for a Solar Facility on the SunCatcher Property

ATTACHMENTS:
1. Resolution 2022-37
2. Vicinity Map
3. Site Plan
4. Landscape Plan
5. Dust & Weed Management Plan
6. Decommissioning Plan
7. PZC Agenda Memorandum for Use by Special Review

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The applicant, Pivot Energy, requests approval of a Use by Special Review for a 44-acre SunCatcher Solar facility, to be built in two phases and intended as a long-term (20-40 year), interim use which is in conformance with the SunCatcher Outline Development Plan.

The property is located on the southwest corner of Telep Ave and Weld County Road 46, south of The Granary subdivision. (Attachment 2) It is encompassed within the project areas of the SunCatcher Annexation, Outline Development Plan (ODP), and Subdivision that preceded this project to hearings. The facility footprint is proposed to be constructed in two phases on the southwest 44 acres of the site, north of the floodplain, with farming operations continuing on the remaining portions until future development occurs. (Attachment 3-6) The site plan provides for fire district-approved access and turnaround, and underground collection line, and open wildlife fencing.

The Town Code does not mention a facility/use such as a solar farm within our zoning code, nor any development standards to apply thereto. Staff worked with the Applicant and Owner, through

the process of annexation, zoning, outline development plan, and subdivision, to create the SunCatcher ODP that allows a solar facility as an "interim" use, with a USR (Use by Special Review) process.

The Planning & Zoning Commission (PZC) held a public hearing on July 13, 2022, to consider this Use by Special Review project (USR22-0001). The Planning & Zoning Commission Agenda Memorandum (Attachment 7) provides additional background and analysis. The Commission approved a motion to recommend to Town Council approval of this Use by Special Review with no conditions.

One item of discussion has arisen with Staff since the PZC hearing in July, related to the submitted decommissioning plan (Attachment 6) and a possible bonding requirement to ensure that sufficient funds are available in the future for the removal of these panels, piers and other infrastructure. Staff would like to request that this be added as a condition of approval for this USR project, and that an estimate of decommissioning be provided for review, and that bonding or other Town-accepted performance obligation mechanism, with an escalator clause, be in place prior to receiving permits for this facility. This may also be provided in two parts, to match the phasing proposed in the plan.

RECOMMENDED FINDINGS:

The Council finds this Use by Special Review for a Solar Facility on the SunCatcher Property to be consistent with the Town's Comprehensive Plan and compatible with existing conforming, surrounding and probable future land uses, and that the special use will not cause an unreasonable demand on the Town's services, unreasonably affect traffic flow and parking, or adversely affect the general public welfare.

LEGAL ADVICE:

Resolution, including these Findings and noted Condition, was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2022-37 approving a Use by Special Review for a Solar Facility on the SunCatcher Property.

SUGGESTED MOTIONS:

For Approval
I move that the Town Council approve Resolution 2022-37.

For Denial
I move that the Town Council deny Resolution 2022-37.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-37

APPROVING A USE BY SPECIAL REVIEW FOR A SOLAR FACILITY ON THE SUNCATCHER PROPERTY, LOCATED AT THE SOUTHWEST CORNER OF TELEP AVENUE AND WELD COUNTY ROAD 46, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 44 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 is the governing body of the Town and is vested with authority to administer the affairs of the Town; and

WHEREAS, TCA Microgrid Energy, LLC, a Florida limited liability company, d/b/a Pivot Energy ("Pivot Energy"), submitted an application to the Town for a use by special review for a solar facility on a portion of the development known as Suncatcher, owned by Sauer South, LLC, a Colorado limited liability company, and located at the southwest corner of Telep Avenue (Weld County Road 15) and Weld County Road 46, consisting of approximately 44 acres, County of Weld, State of Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, by Ordinance No. 2022-234, the Town Council approved the annexation of the Property; by Ordinance No. 2022-235, the Town Council approved planned unit development – mixed use (PUD-MU) zoning of the Property; and, by Ordinance No. 2022-236, the Town Council approved the Outline Development Plan ("ODP") for the Property; and

WHEREAS, the ODP provides that the Property may be used as a solar facility as an interim use, subject to the Town Council approval of a use by special review; and

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of the use by special review, subject to a condition; and

WHEREAS, on August 15, 2022, the Town Council held a public hearing and, after considering the Planning and Zoning Commission's recommendation, reviewing the file, and conducting such public hearing, found that the special use is consistent with the Town's Comprehensive Plan and compatible with existing conforming, surrounding and probable future land uses, and that the special use will not cause an unreasonable demand on the Town's services, unreasonably affect traffic flow and parking or adversely affect the general public welfare; and

WHEREAS, based on the foregoing, the Town Council desires to approve the use by special review, subject to a condition.

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

Section 1: Pivot Energy's application for a use by special review for a solar facility on the Property is hereby approved subject to the following condition:

a. Pivot Energy shall provide an appropriate and sufficient performance obligation based on Town-approved estimates to complete the Decommissioning Plan submitted, and which shall include an annual escalator equal 4.0%.

Section 2: This Resolution shall be effective upon the effective date of the annexation of the Property.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

ATTEST:

By: _____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

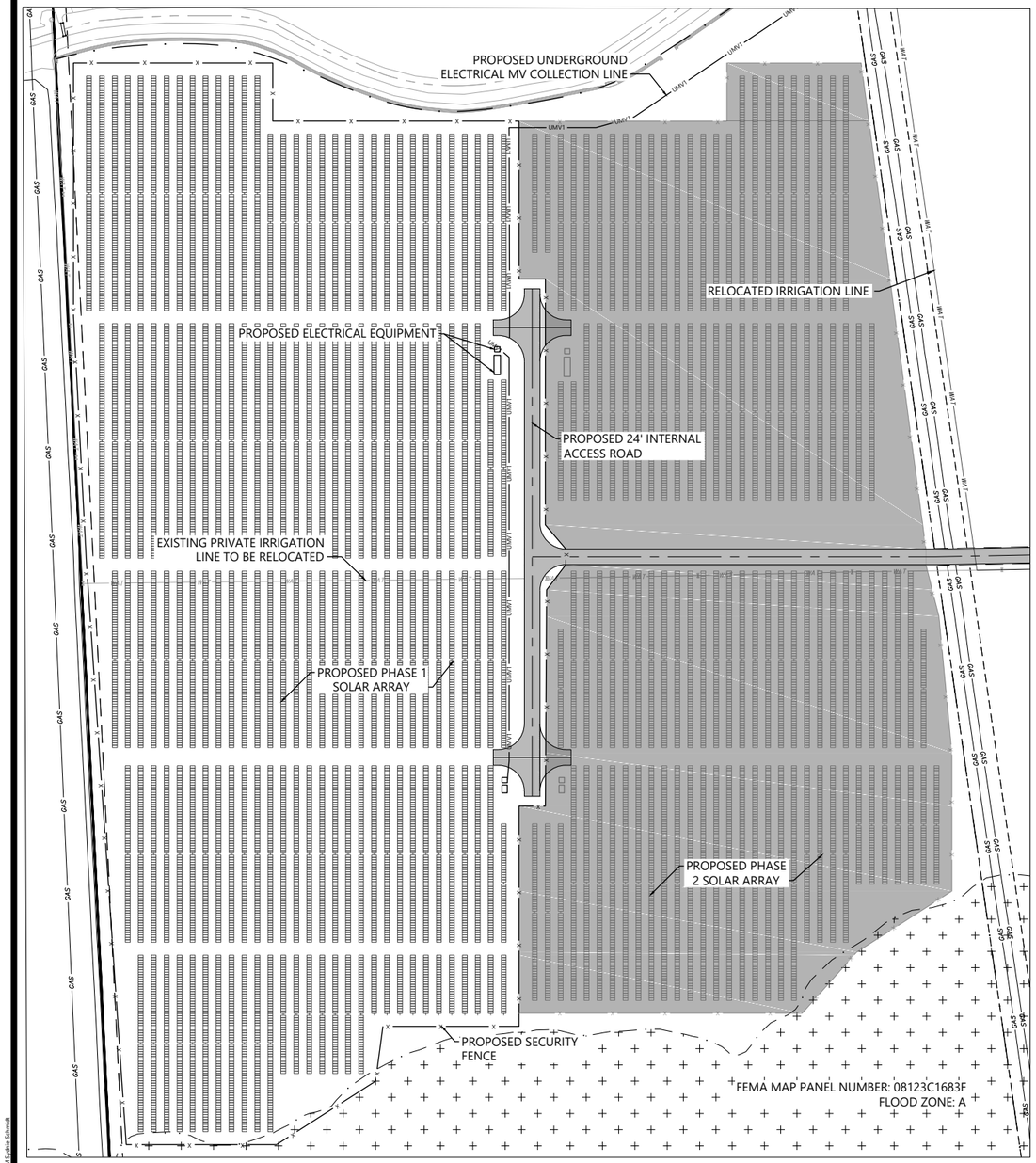
By: _____
Gary Lebsack, Mayor

© OpenStreetMap contributors www.opendatacommons.org

VICINITY MAP

NOT TO SCALE

SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT
A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO



LEGEND

- PROPOSED PROPERTY LINE
- EXISTING GRAVEL ROAD
- PARCEL LINE
- EXISTING EASEMENT
- EXISTING RIGHT OF WAY
- EXISTING UTILITY POLE
- EXISTING OVERHEAD POWER
- EXISTING IRRIGATION LINE
- IRRIGATION LINE TO BE RELOCATED
- PROPOSED IRRIGATION LINE RELOCATION
- EXISTING GAS LINE
- EXISTING HILLSBORO DITCH
- SETBACK LINE
- PHASE 2 AREA
- PROPOSED SECURITY FENCE PHASE 1
- PROPOSED SECURITY FENCE PHASE 2
- PROPOSED SOLAR ARRAY PHASE 1
- PROPOSED SOLAR ARRAY PHASE 2
- PROPOSED ACCESS ROAD
- PROPOSED PHASE 2 ACCESS ROAD
- FEMA FLOOD PLAIN AREA
- PROPOSED UNDERGROUND ELECTRICAL MV COLLECTION LINE

TOWN COUNCIL

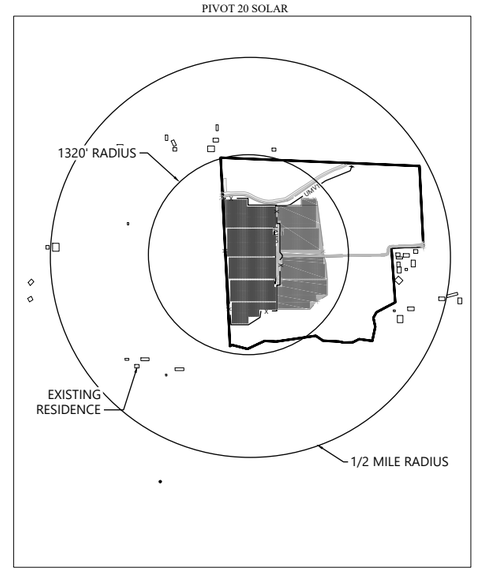
This plat, to be known as _____, is approved and accepted by the Town of Johnstown, by Resolution Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the ____ day of _____, 20___.

_____ Attest:_____
Mayor Town Clerk

Sheet List Table

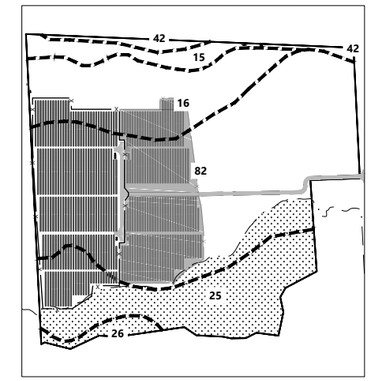
Sheet Number	Sheet Title
T.100	Cover
C.100	Site, Grading and Existing Conditions Plan
C.101	Erosion Control and Drainage Plan
C.102	Site Access Plan
C.103	Landscaping and Screening Plan
E.100	Development Standards
E.101	Signs and Details

PIVOT 20 SOLAR



VICINITY MAP
1" = 1000'

SOILS MAP
N.T.S.
IMPORT DATA FROM U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE, WELD CO. COLORADO, SOUTHERN PART



NUMBER	SOIL TYPES
15	COLBY LOAM, 1 - 3 % SLOPES, HYDROLOGIC SOIL GROUP B
16	COLBY LOAM, 3 - 5 % SLOPES, HYDROLOGIC SOIL GROUP B
25	HAVERSON LOAM, 0 - 1 % SLOPES, HYDROLOGIC SOIL GROUP B
26	HAVERSON LOAM, 1 - 3 % SLOPES, HYDROLOGIC SOIL GROUP B
42	NUNN CLAY LOAM, 1 - 3 % SLOPES, HYDROLOGIC SOIL GROUP C
82	WILEY-COLBY COMPLEX, 1 - 3 % SLOPES, HYDROLOGIC SOIL GROUP B

RESIDENCES WITHIN APPROXIMATELY 1/2 MILE OF SITE

1836' SE OF SITE ENTRANCE	21769 COUNTY ROAD 15 WELD, CO 80631 (APPROXIMATE LOCATION)
1600' SE OF SITE ENTRANCE	21657 COUNTY ROAD 15 WELD, CO 80631 (APPROXIMATE LOCATION)
2101' SE OF SITE ENTRANCE	21638 COUNTY ROAD 15 WELD, CO 80631 (APPROXIMATE LOCATION)
2136' SE OF SITE ENTRANCE	21607 COUNTY ROAD 15 WELD, CO 80631 (APPROXIMATE LOCATION)
1670' E OF SITE ENTRANCE	6423 COUNTY ROAD 46 WELD, CO 80631 (APPROXIMATE LOCATION)
2006' E OF SITE ENTRANCE	6378 COUNTY ROAD 46 WELD, CO 80631 (APPROXIMATE LOCATION)
2555' E OF SITE ENTRANCE	6335 COUNTY ROAD 46 WELD, CO 80631 (APPROXIMATE LOCATION)
2990' SW OF SITE ENTRANCE	21746 COUNTY ROAD 13 WELD, CO 80631 (APPROXIMATE LOCATION)
3298' SW OF SITE ENTRANCE	21653 COUNTY ROAD 13 WELD, CO 80631 (APPROXIMATE LOCATION)
3404' SW OF SITE ENTRANCE	21605 COUNTY ROAD 13 WELD, CO 80631 (APPROXIMATE LOCATION)

Westwood
Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
Toll Free (888) 937-5150 Westminster, CO 80021
westwoodps.com
Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:
Pivot Energy
1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

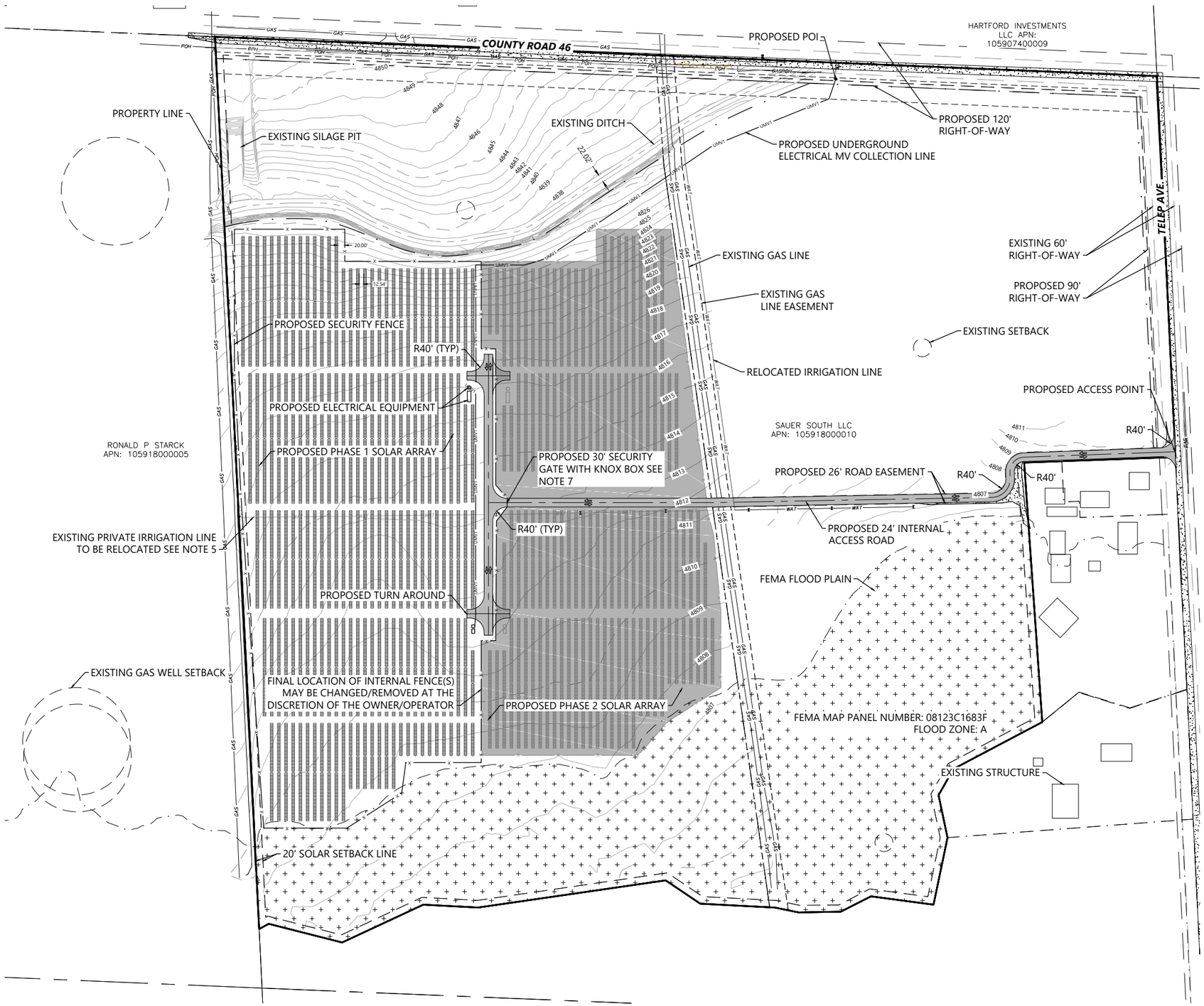
#	DATE	COMMENT

Suncatcher (Pivot Solar 20 LLC)
Town of Johnstown, Colorado

Cover

NOT FOR CONSTRUCTION
DATE: 05/04/2022
SHEET: T.100

SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT
A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO



LEGEND

- EXISTING PROPERTY LINE
- SECTION LINE
- PARCEL LINE
- LOT LINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- EXISTING ROAD
- EXISTING EASEMENT
- EXISTING SETBACK
- EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- EXISTING UTILITY POLE
- EXISTING OVERHEAD POWER
- EXISTING IRRIGATION LINE
- REMOVED IRRIGATION LINE
- PROPOSED RELOCATED IRRIGATION LINE
- EXISTING GAS LINE
- EXISTING DITCH
- EXISTING STRUCTURE
- FEMA FLOOD PLAIN AREA
- PHASE 2 AREA
- PROPOSED SECURITY FENCE PHASE 1
- PROPOSED SECURITY FENCE PHASE 2
- PROPOSED SOLAR ARRAY PHASE 1
- PROPOSED SOLAR ARRAY PHASE 2
- PROPOSED PHASE 1 ACCESS ROAD
- PROPOSED PHASE 2 ACCESS ROAD
- PROPOSED UNDERGROUND ELECTRICAL MV COLLECTION LINE
- TRAFFIC FLOW AREA

NOTES
1. NO GRADING PROPOSED ON SITE
2. NO PROPOSED PARKING.
3. NO PROPOSED LIGHTING ON SITE.
4. SEE ODP FOR GEOTECH REPORT, UTILITY REPORT, DRAINAGE REPORT AND ENVIRONMENTAL REPORT.
5. EXISTING PRIVATE IRRIGATION LINE TO BE RELOCATED FROM UNDER THE PROPOSED SOLAR ARRAY TO RUN PARALLEL ON THE EAST SIDE OF THE EXISTING SINCLAIR PIPELINE.
6. PHASE 1 AND PHASE 2 ELECTRICAL LAYOUT SUBJECT TO CHANGE WITHIN THEIR RESPECTIVE FENCED AREA.
7. SECURITY GATE MAY BE MOVED EAST IF/WHEN PHASE 2 HAPPENS.
8. SOLAR ARRAY IS REPRESENTATIVE. PIVOT RESERVES THE RIGHT TO BUILD ANYWHERE WITHIN TRACT B SUNCATCHER SUBDIVISION PLAT.

PHASE 1 SITE SPECIFICATIONS	
PROJECT AREA (AC)	127
FENCED AREA (AC)	24.2
% OF PROJECT AREA COVERED IN TRACKERS	5.83%
% OF PROJECT AREA COVERED IN ROADBASE	1.28%

Westwood
Phone (720) 531-8350 Toll Free (888) 937-5150
10170 Church Ranch Way, Suite #201 Westminster, CO 80021 westwoodps.com
Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:

Pivot Energy
1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

#	DATE	COMMENT

0' 150' 300' 450'

Suncatcher (Pivot Solar 20 LLC)
Town of Johnstown, Colorado

Site and Existing Conditions Plan

NOT FOR CONSTRUCTION

DATE: 05/04/2022

SHEET: C.100

SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT
A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED RIGHT OF WAY
- PARCEL LINE
- EXISTING ROAD
- EXISTING EASEMENT
- EXISTING SETBACK
- EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- EXISTING UTILITY POLE
- EXISTING OVERHEAD POWER
- EXISTING IRRIGATION LINE
- REMOVED IRRIGATION LINE
- PROPOSED RELOCATED IRRIGATION LINE
- EXISTING GAS LINE
- EXISTING DITCH
- EXISTING STRUCTURE
- FEMA FLOOD PLAIN AREA
- PHASE 2 AREA
- PROPOSED SECURITY FENCE PHASE 1
- PROPOSED SECURITY FENCE PHASE 2
- PROPOSED SOLAR ARRAY PHASE 1
- PROPOSED SOLAR ARRAY PHASE 2
- PROPOSED PHASE 1 ACCESS ROAD
- PROPOSED PHASE 2 ACCESS ROAD
- PROPOSED UNDERGROUND ELECTRICAL MV COLLECTION LINE
- PROPOSED FIBER ROLL
- PROPOSED SILT FENCE
- DRAINAGE FLOW ARROW

NOTES
1. DRAINAGE EXEMPTION REQUESTED AS THE SITE IS ON A AND B SOIL TYPES.

0' 150' 300' 450'

Westwood
Phone (720) 531-8350
Toll Free (888) 937-5150
10170 Church Ranch Way, Suite #201
Westminster, CO 80021
westwoodps.com
Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:

Pivot Energy
1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

#	DATE	COMMENT

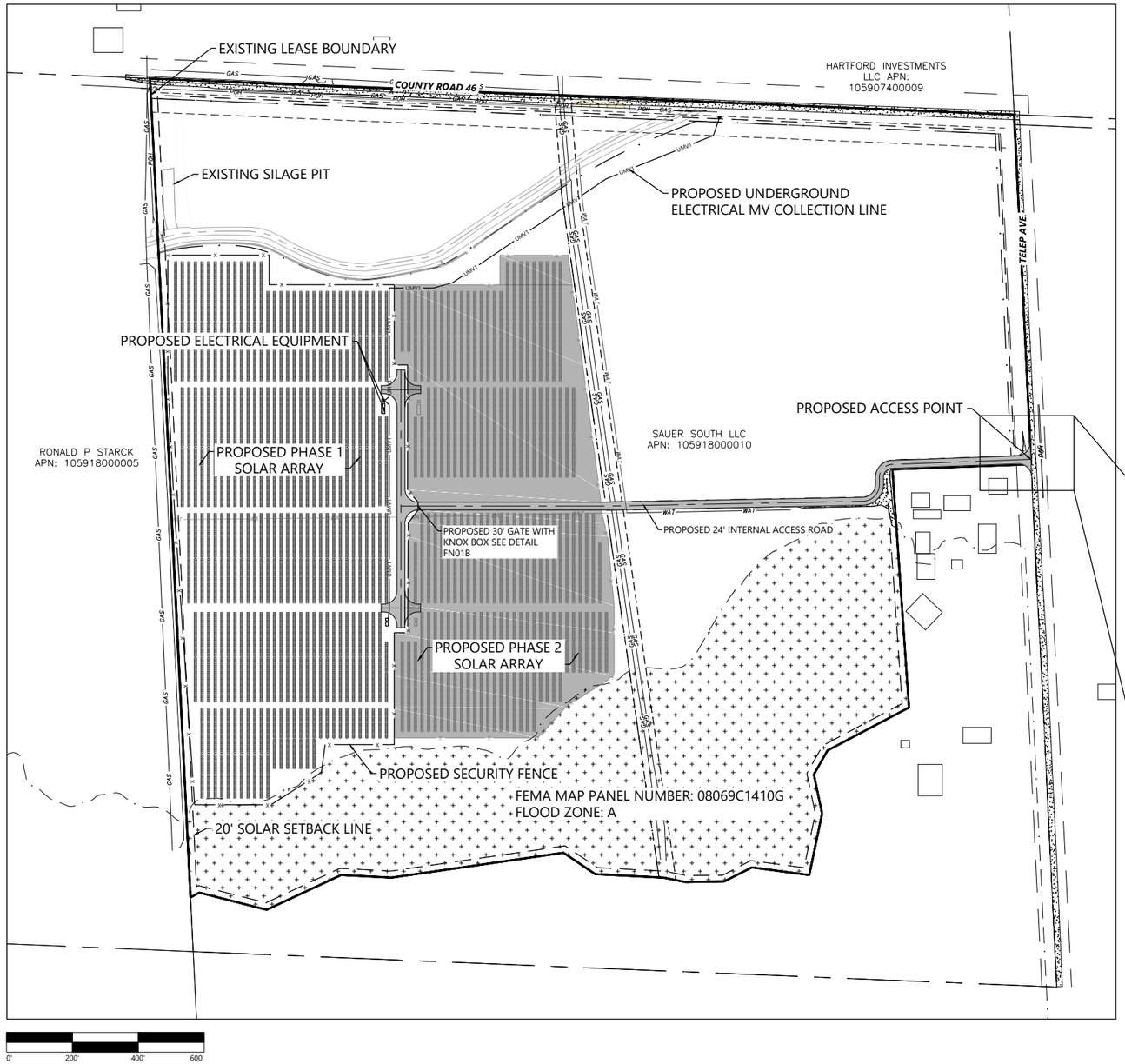
Suncatcher (Pivot Solar 20 LLC)
Town of Johnstown, Colorado

Erosion Control and Drainage Plan

NOT FOR CONSTRUCTION

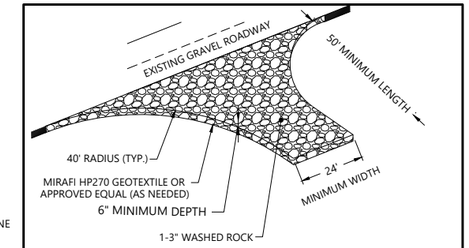
DATE: 05/04/2022
SHEET: C.101

SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT
A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO



LEGEND

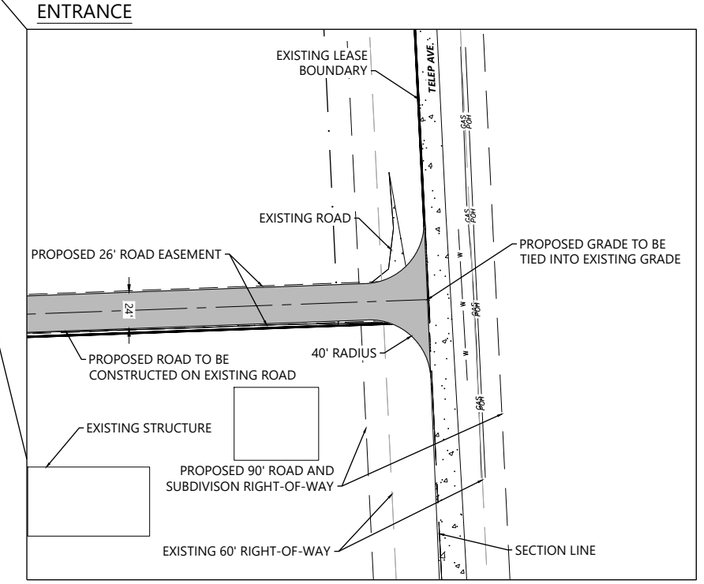
- EXISTING PROPERTY LINE
- SECTION LINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PARCEL LINE
- EXISTING ROAD
- EXISTING EASEMENT
- EXISTING SETBACK
- EXISTING UTILITY POLE
- EXISTING OVERHEAD POWER
- EXISTING IRRIGATION LINE
- REMOVED IRRIGATION LINE
- PROPOSED RELOCATED IRRIGATION LINE
- EXISTING GAS LINE
- EXISTING DITCH
- EXISTING STRUCTURE
- FEMA FLOOD PLAIN AREA
- PHASE 2 AREA
- PROPOSED SECURITY FENCE PHASE 1
- PROPOSED SECURITY FENCE PHASE 2
- PROPOSED SOLAR ARRAY PHASE 1
- PROPOSED SOLAR ARRAY PHASE 2
- PROPOSED PHASE 1 ACCESS ROAD
- PROPOSED PHASE 2 ACCESS ROAD
- PROPOSED UNDERGROUND ELECTRICAL MV COLLECTION LINE



NOTES:
ROCK CONSTRUCTION ENTRANCE SHOULD BE A MINIMUM THICKNESS OF 6" AND CONTAIN MAXIMUM SIDE SLOPES OF 4:1. ROCK ENTRANCE SHOULD BE INSPECTED AND MAINTAINED REGULARLY. ROCK ENTRANCE LENGTH MAY NEED TO BE EXTENDED IN CLAY SOILS. CONSTRUCTION ENTRANCE TO BE REMOVED AFTER PROJECT COMPLETION.

Westwood	ROCK CONSTRUCTION ENTRANCE (TYP.)	LAST REVISED: 02/02/15 GD05

ENTRANCE



Westwood
Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
Toll Free (888) 937-5150 Westminster, CO 80021
westwoodps.com
Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:

Pivot Energy
1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

#	DATE	COMMENT

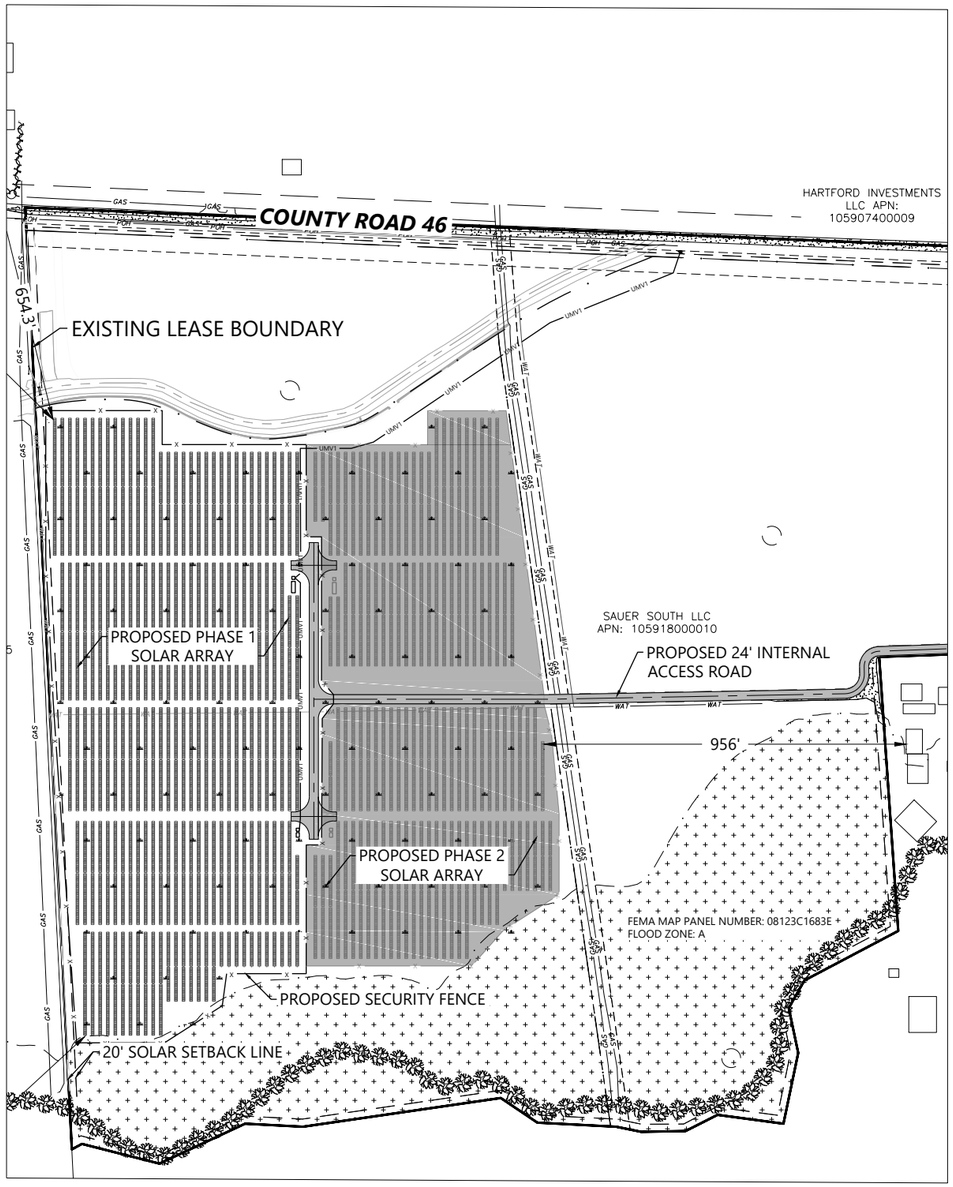
Suncatcher (Pivot Solar 20 LLC)
Town of Johnstown, Colorado

Site Access Plan

NOT FOR CONSTRUCTION

DATE: 05/04/2022
SHEET: C.102

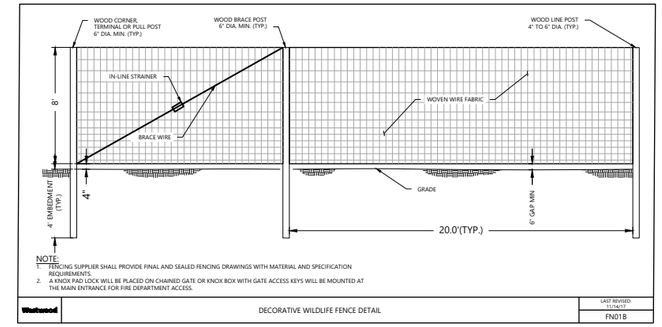
SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT
A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO

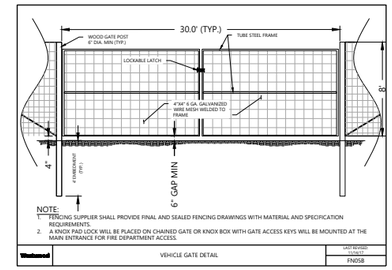


LEGEND:

- AREA TO BE RESEEDED IF/WHEN DISTURBED (24.2 ACRES)
- PROPOSED SECURITY FENCE PHASE 1
- PROPOSED SECURITY FENCE PHASE 2

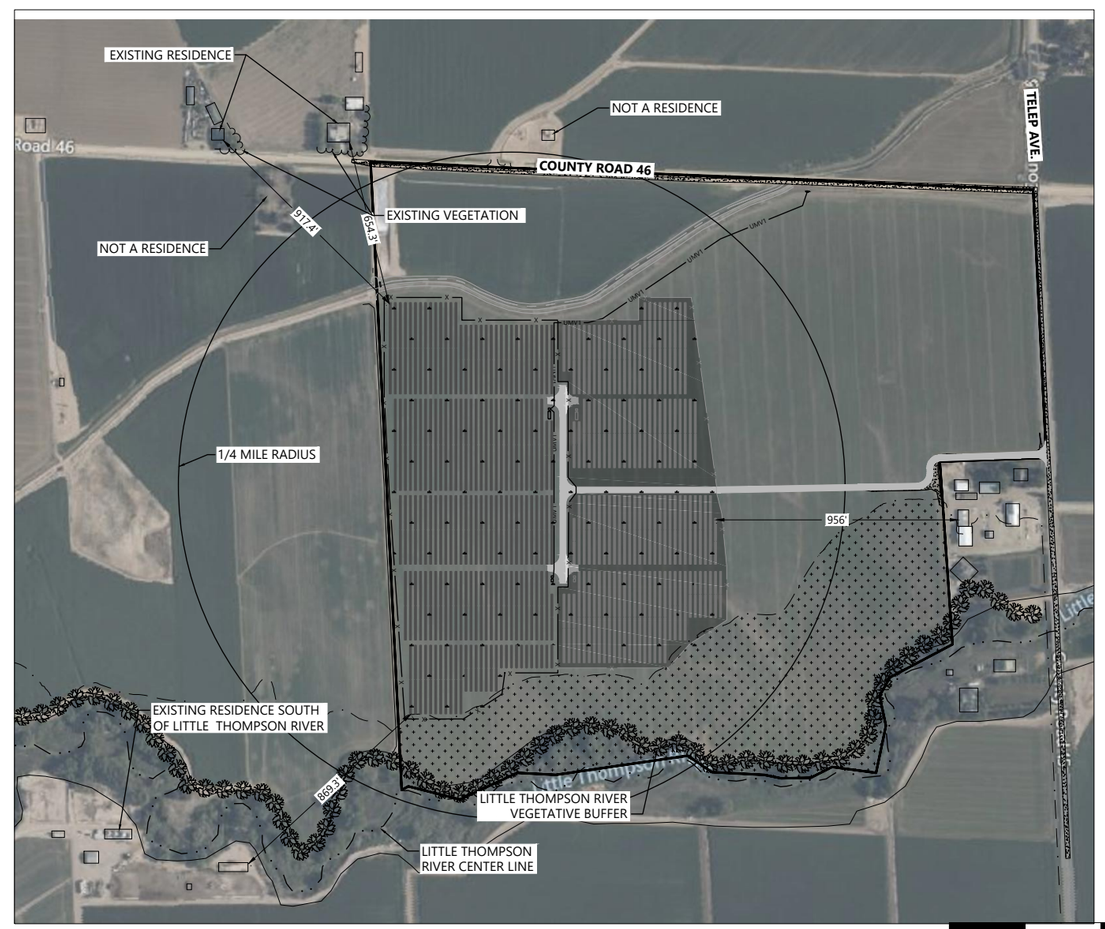
NOTES
1. A LOW-GRADE NATIVE SEED MIX SHALL BE USED FOR RESEEDING.
2. NO IRRIGATION NEEDS TO BE ESTABLISHED ON SITE.
3. SEE DETAIL FN01B FOR SCREENING MEASURES.





VICINITY MAP
1" = 300'

DISTANCE TO THE ROAD FROM THE FENCELINE
CLOSET DISTANCE TO COUNTY ROAD 46: 500'
CLOSEST DISTANCE TO TELEP AVE.: 1863'



Westwood
Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
Toll Free (888) 937-5150 Westminster, CO 80021
westwoodps.com
Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:

Pivot Energy
1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

#	DATE	COMMENT

Suncatcher (Pivot Solar 20 LLC)
Town of Johnstown, Colorado

Landscaping and Screening Plan

NOT FOR CONSTRUCTION

DATE: 05/04/2022

SHEET: C.103

SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT

A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO

DEVELOPMENT STANDARDS

1. A SITE SPECIFIC DEVELOPMENT PLAN AND USE BY SPECIAL REVIEW, FOR A MEDIUM SCALE SOLAR FACILITY OUTSIDE OF SUBDIVISIONS AND HISTORIC TOWNSITES IN THE A (AGRICULTURAL) ZONE DISTRICT SUBJECT TO THE DEVELOPMENT STANDARDS STATED HEREON.

2. APPROVAL OF THIS PLAN MAY CREATE A VESTED PROPERTY RIGHT PURSUANT TO THE TOWN OF JOHNSTOWN.

3. THE FACILITY IS UNMANNED AND WILL OPERATE 24 HOURS PER DAY, YEAR ROUND, ACCORDING TO THE APPLICATION MATERIALS.

4. THE SITE SHALL BE MAINTAINED IN ACCORDANCE WITH THE ACCEPTED PROPERTY MAINTENANCE PLAN AND ACCEPTED DECOMMISSIONING AND RECLAMATION PLAN.

5. NO OUTDOOR STORAGE OF ANY MATERIALS AND EQUIPMENT INCLUDING, BUT NOT LIMITED TO, SOLAR PANELS AND SUPPORT STRUCTURES NOT IN OPERATION WILL BE ALLOWED.

6. NO EQUIPMENT ASSOCIATED WITH THE SOLAR FACILITY SHALL BE LOCATED WITHIN THIRTY (30) FEET OF THE BOUNDARY OF ADJACENT PROPERTIES, IRRIGATION DITCHES AND/OR RIGHTS-OF-WAY.

7. THE EXISTING AND PROPOSED FENCING SHALL BE MAINTAINED IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

8. ALL SIGNS SHALL ADHERE TO THE TOWN OF JOHNSTOWN DESIGN GUIDELINES.

9. SOURCES OF LIGHT SHALL BE SHIELDED SO THAT LIGHT RAYS WILL NOT SHINE DIRECTLY ONTO ADJACENT PROPERTIES WHERE SUCH WOULD CAUSE A NUISANCE OR INTERFERE WITH THE USE ON THE ADJACENT PROPERTIES IN ACCORDANCE WITH THE PLAN. NEITHER THE DIRECT, NOR REFLECTED, LIGHT FROM ANY LIGHT SOURCE MAY CREATE A TRAFFIC HAZARD TO OPERATORS OF MOTOR VEHICLES ON PUBLIC OR PRIVATE STREETS. NO COLORED LIGHTS MAY BE USED WHICH MAY BE CONFUSED WITH, OR CONSTRUED AS, TRAFFIC CONTROL DEVICES.

10. THE PROPERTY OWNER OR OPERATOR SHALL PROVIDE WRITTEN EVIDENCE OF AN APPROVED EMERGENCY ACTION AND SAFETY PLAN ON OR BEFORE MARCH 15TH OF ANY GIVEN YEAR SIGNED BY REPRESENTATIVES OF THE FIRE DEPARTMENT AND THE TOWN OF JOHNSTOWN.

11. A FLOOD HAZARD DEVELOPMENT PERMIT IS REQUIRED FOR ALL CONSTRUCTION OR DEVELOPMENT OCCURRING IN THE FLOODPLAIN OR FLOODWAY AS DELINEATED ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FIRM COMMUNITY PANEL MAP #08123C-1683F EFFECTIVE DATE SEPTEMBER 17, 2020. ANY DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE THE TOWN OF JOHNSTOWN REQUIREMENTS, COLORADO WATER CONSERVATION BOARD REQUIREMENTS AS DESCRIBED IN RULES AND REGULATIONS FOR REGULATORY FLOODPLAINS IN COLORADO, AND FEMA REGULATIONS. THE FEMA DEFINITION OF DEVELOPMENT IS ANY MAN-MADE CHANGE TO IMPROVED OR UNIMPROVEDREAL ESTATE, INCLUDING BUT NOT LIMITED TO BUILDINGS OR OTHER STRUCTURES, MINING, DREDGING, FILLING, GRADING,PAVING, EXCAVATION, DRILLING OPERATIONS, OR STORAGE OF EQUIPMENT AND MATERIALS.

12. FEMA'S FLOODPLAIN BOUNDARIES MAY BE UPDATED AT ANY TIME BY FEMA. PRIOR TO THE START OF ANY DEVELOPMENT ACTIVITIES, THE OWNER SHOULD CONTACT THE TOWN OF JOHNSTOWN TO DETERMINE IF THE FLOODPLAIN BOUNDARIES HAVE BEEN MODIFIED.

13. DURING CONSTRUCTION, ALL LIQUID AND SOLID WASTES SHALL BE STORED AND REMOVED FOR FINAL DISPOSAL IN A MANNER THAT PROTECTS AGAINST SURFACE AND GROUNDWATER CONTAMINATION IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN WASTE WATER DEPARTMENT.

14. DURING CONSTRUCTION, NO PERMANENT DISPOSAL OF WASTES SHALL BE PERMITTED AT THIS SITE. THIS IS NOT MEANT TO INCLUDE THOSE WASTES SPECIFICALLY EXCLUDED FROM THE DEFINITION OF A SOLID WASTE IN THE SOLID WASTES DISPOSAL SITES AND FACILITIES ACT.

15. DURING CONSTRUCTION, WASTE MATERIALS SHALL BE HANDLED, STORED, AND DISPOSED IN A MANNER THAT CONTROLS FUGITIVE DUST, FUGITIVE PARTICULATE EMISSIONS, BLOWING DEBRIS, AND OTHER POTENTIAL NUISANCE CONDITIONS.

16. DURING CONSTRUCTION, ADEQUATE TOILET FACILITIES AND HAND-WASHING UNITS SHALL BE PROVIDED. PORTABLE TOILETS SHALL BE SERVICED BY A CLEANER LICENSED IN THE TOWN OF JOHNSTOWN, CONTAIN HAND SANITIZERS, BE SCREENED FROM PUBLIC VIEW AND REMOVED WHEN CONSTRUCTION IS COMPLETED.

17. FUGITIVE DUST AND FUGITIVE PARTICULATE EMISSIONS SHALL BE CONTROLLED THROUGHOUT THE DURATION OF CONSTRUCTION OF THE FACILITY.

18. THE OPERATION SHALL COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF STATE AND FEDERAL AGENCIES AND THE TOWN OF JOHNSTOWN.

19. THE PROPERTY OWNER OR OPERATOR SHALL BE RESPONSIBLE FOR CONTROLLING NOXIOUS WEEDS ON THE SITE.

20. THE ACCESS TO THE SITE SHALL BE MAINTAINED TO MITIGATE ANY IMPACTS TO THE PUBLIC ROAD, INCLUDING DAMAGES AND/OR OFF-SITE TRACKING.

21. THE TOWN OF JOHNSTOWN WILL NOT REPLACE OVERLAPPING EASEMENTS LOCATED WITHIN EXISTING RIGHT-OF-WAY OR PAY TO RELOCATE EXISTING UTILITIES WITHIN THE EXISTING RIGHT-OF-WAY.

22. THERE SHALL BE NO PARKING OR STAGING OF VEHICLES ON PUBLIC ROADS. ON-SITE PARKING SHALL BE UTILIZED.

23. THE HISTORICAL FLOW PATTERNS AND RUNOFF AMOUNTS ON THE SITE WILL BE MAINTAINED.

24. THE TOWN OF JOHNSTOWN IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ON-SITE DRAINAGE RELATED FEATURES.

25. BUILDING PERMITS SHALL BE REQUIRED FOR ANY NEW CONSTRUCTION OR SETUP OF A MANUFACTURED STRUCTURE (BUILDINGS AND/OR STRUCTURES). A BUILDING PERMIT APPLICATION MUST BE COMPLETED AND SUBMITTED. BUILDINGS AND STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JOHNSTOWN, AND THE ADOPTED CODES AT THE TIME OF PERMIT APPLICATION.

26. THE PROPERTY OWNER OR OPERATOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE DESIGN AND OPERATION STANDARDS OF THE TOWN OF JOHNSTOWN.

27. NECESSARY PERSONNEL FROM THE THE TOWN OF JOHNSTOWN SHALL BE GRANTED ACCESS ONTO THE PROPERTY AT ANY REASONABLE TIME IN ORDER TO ENSURE THE ACTIVITIES CARRIED OUT ON THE PROPERTY COMPLY WITH THE SITE REGULATIONS.

28. THE USE BY SPECIAL REVIEW AREA SHALL BE LIMITED TO THE PLANS SHOWN HEREON AND GOVERNED BY THE FOREGOING STANDARDS AND ALL APPLICABLE REGULATIONS OF THE TOWN OF JOHNSTOWN. SUBSTANTIAL CHANGES FROM THE PLANS OR DEVELOPMENT STANDARDS, AS SHOWN OR STATED, SHALL REQUIRE THE APPROVAL OF AN AMENDMENT OF THE PERMIT BY THE TOWN OF JOHNSTOWN BEFORE SUCH CHANGES FROM THE PLANS OR DEVELOPMENT STANDARDS ARE PERMITTED. ANY OTHER CHANGES SHALL BE FILED.

29. THE PROPERTY OWNER OR OPERATOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL OF THE FOREGOING DEVELOPMENT STANDARDS. NONCOMPLIANCE WITH ANY OF THE FOREGOING DEVELOPMENT STANDARDS MAY BE REASON FOR REVOCATION OF THE PERMIT BY THE TOWN OF JOHNSTOWN.

30. RECLAMATION AND THE TIME LIMIT AFTER USE CEASES OPERATIONS. OWNER IS RESPONSIBLE FOR REMOVAL OF EQUIPMENT AND RECLAMATION TO PRE-DEVELOPMENT STATE.

Westwood

Phone (720) 531-8350
Toll Free (888) 937-5150

10170 Church Ranch Way, Suite #201
Westminster, CO 80021
westwoodps.com

Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:

Pivot Energy

1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

#	DATE	COMMENT

Suncatcher (Pivot Solar 20 LLC)

Town of Johnstown, Colorado

Development Standards

NOT FOR CONSTRUCTION

DATE: 05/04/2022

SHEET: E.100

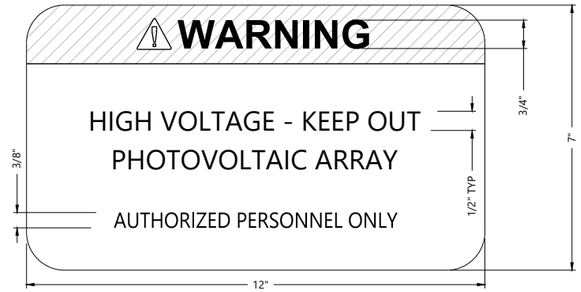
N:\105825\05_CAD_Civil\105825\05\IN20\0710.dwg, 5/4/2022 1:56 PM,Selina Schmitt

SITE DEVELOPMENT PLAN
5 MW-AC (6 MW-DC) SOLAR ARRAY PROJECT
A PORTION OF THE NE 1/4 OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, STATE OF COLORADO

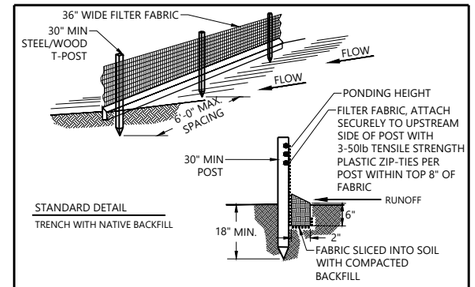
PLANT IDENTIFICATION AT SITE ENTRANCE. CONTACT INFO WILL BE REVISED PRIOR TO CONSTRUCTION.

GENERAL NOTES:

1. ALL SIGNS SHALL ADHERE THE TOWN OF JOHNSTOWN CODE. ADDITIONAL SIGNAGE WILL BE INCLUDED WITHIN THE SITE AS NEEDED PER NATIONAL ELECTRICAL CODE.



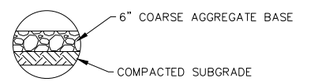
WARNING LABEL FOR AGRICULTURAL SECURITY FENCE SPACED EVERY 100 FEET AROUND PERIMETER OF ARRAY.



STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL

NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN ACCUMULATED TO 1/3 THE HEIGHT OF THE FABRIC OR MORE.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
4. ALL ENDS OF THE SILT FENCE SHALL BE WRAPPED UPSLOPE SO THE ELEVATION OF THE BOTTOM OF FABRIC IS HIGHER THAN "PONDING HEIGHT".

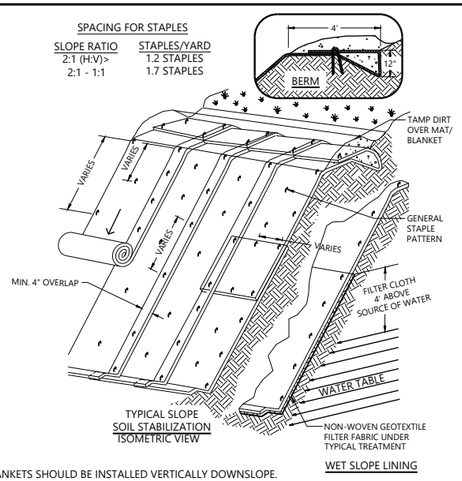
Westwood	SILT FENCE	SD1-N8



SITE ACCESS ROAD, OPERATIONS & MAINTENANCE
CROSS SECTION

NOTE:
SECTIONS SHOWN ARE THE MINIMUM THICKNESS REQUIRED POST-CONSTRUCTION. CONTRACTOR MAY REQUIRE ADDITIONAL THICKNESS OR UTILIZED GEOTEXTILES, GEOGRID, OR SOIL STABILIZERS TO ACCOMMODATE PROJECT DELIVERIES DURING CONSTRUCTION.

Westwood	TYPICAL POST CONSTRUCTION CROSS SECTION	50-4



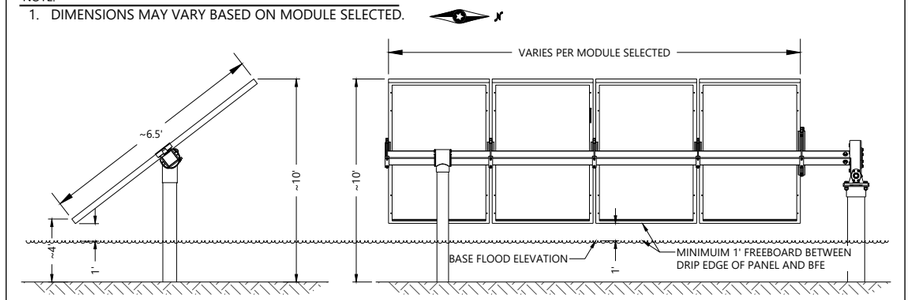
TYPICAL SLOPE
SOIL STABILIZATION
ISOMETRIC VIEW

WET SLOPE LINING

NOTES:
1. MATS/BLANKETS SHOULD BE INSTALLED VERTICALLY DOWNSLOPE.
2. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICK AND GRASS.
3. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
4. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL.
5. DO NOT STRETCH.
6. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE SHALL BE PLACED END OVER END WITH APPROXIMATELY 12" OVERLAP
7. BLANKET TYPE AND WEIGHT MUST BE CHOSEN BASED ON SITE CONDITIONS AND MANUFACTURERS RECOMMENDATIONS.
8. STAPLE LENGTHS SHALL CONFORM TO MANUFACTURERS RECOMMENDATIONS.
9. BLANKET TO BE DOUBLE NET 100% STRAW OR WOOD BIODEGRADABLE WITH LONGEVITY OF 12 MONTHS WITH A SHEAR STRESS 1.8LB/SQFT AND 7.3 FT/SEC VELOCITY BLANKET PERFORMANCE REQUIREMENT

Westwood	TEMPORARY EROSION BLANKETS TURF REINFORCEMENT MATS FOR SLOPES/DITCHES (NOT TO SCALE)	EC02

NOTE:
1. DIMENSIONS MAY VARY BASED ON MODULE SELECTED.



Westwood	TYPICAL TRACKER PANEL PROFILE VIEWS	LAST REVISED: 07/07/17 TRK02

Westwood
Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
Toll Free (888) 937-5150 Westminster, CO 80021
westwoodps.com
Westwood Professional Services, Inc.

Item #15.

PREPARED FOR:

Pivot Energy
1750 15th St Suite 400
Denver, CO 80202

REVISIONS:

#	DATE	COMMENT

Suncatcher (Pivot Solar 20 LLC)
Town of Johnstown, Colorado

Signs and Details

NOT FOR CONSTRUCTION

DATE: 05/04/2022

SHEET: E.101

Pivot Solar 20 – Landscaping Plan

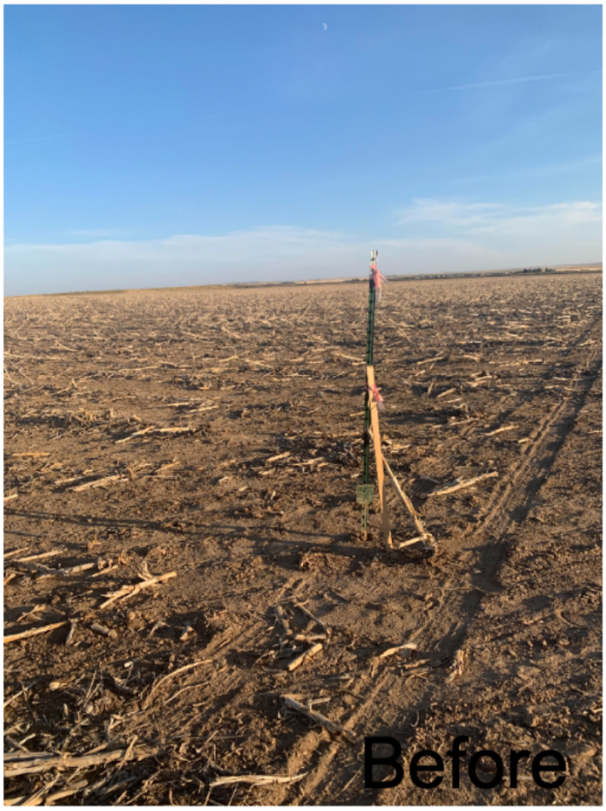
This project is being constructed in a rural part parcel due to be annexed from Weld County into the Town of Johnstown, near La Salle, Colorado. The site is located West of CR Road 15 and South of CR 46. The site is located on agricultural land and benefits from substantial native buffer on all sides – a tributary and wetlands to the south, substantial agricultural operations to the East and West and a ditch with additional ag land and an elevated road to the North. Solar facilities present a low profile, especially when compared to other operational energy and commercial facilities already present on and near the property. As such, these installations generate very little visual impact to neighboring properties and typically require little in the way of visual buffering. This site specifically is as far removed – almost 1000'+ – from any residence as could be expected of a project in an incorporated area. For reference, in un-incorporated Weld County where Pivot and others have constructed dozens of solar energy facilities over the years, no screening besides the aforementioned decorative wildlife friendly fence is required if the project is more than 500 feet from a residence – our project is twice that distance. Therefore, the applicant is proposing to utilize a decorative, wildlife friendly game fence (consistent with electrical code and security measures), around the property and inside rely on the pollinator friendly native seed mix to lessen what minimal visual impact of the project may remain. Furthermore, agricultural activities will remain on almost 360 degrees around the project site, creating additional buffer for much of the year as illustrated in the Google screenshots below. When future adjacent development occurs in line with the ODP this project is a part of, the developments themselves will act as screening as well. For all these reasons, Pivot is not proposing any additional landscape installation. We have included herein a few photos of past projects Pivot or our employees have developed, consistent with our expectations for this project as well.

Pivot Solar 20 – Landscaping Plan

Examples of existing landscaping around the Pivot Solar 20 project area. The first on County Road 15, showing landscaping in the Little Thompson Creek area and the second looking south off CR 46 with the agricultural buffer.

Pivot Energy

Pivot Solar 20 – Landscaping Plan



Pivot Solar 20 – Landscaping Plan

Pivot Solar 20 – Dust and Weed Mitigation Plan

Site maintenance is critical to ensure that an operational solar facility meets all conditions of operation. This document outlines the steps the operator will take to ensure the site is properly maintained during construction and throughout the operational life of the facility.

1) Weed Management

i) If construction occurs during growing season, Pivot will apply broadleaf herbicide prior to commencing construction. Once construction is complete, Pivot will re-apply broadleaf herbicide if needed to allow planted native grass seed mix to revegetate.

ii) Hydro-seed or hydro-mulch a drought tolerant native grass seed mix in the early spring or early fall. Final seed mix will be determined by an approved professional knowledgeable with re-vegetation means and methods.

iii) Mow (or graze) project area a minimum of once per year, at a cut height of no less than six inches. It is possible that mowing may need to take place twice or more during the growing season.

iv) Since weed seeds remain viable in the soil for number years, site and weed management is a long-term process. Treated areas will be monitored annually and retreated if necessary, using typical weed management practices and procedures.

2) Planting Method

Preferred method will be hydroseed and hydro-mulching. If required, nutrient supplementation will take place to ensure the successful establishment of permanent ground cover. Permanent seeding shall occur between December 1 and May 1 or between August 1 and September 1, or as recommended by a vegetation specialist.

3) Temporary Seed Mix

Temporary seeding areas, which will be ready for stabilization after May 1 and before August 1, shall be seeded with Millet or Sorghum at the rate of 40 pounds per acre, with the amount of fertilizer as specified. The requirement to plant temporary seeding does not eliminate the requirement to plant permanent seeding. Straw mulch is not required for temporary seeding.

4) Permanent Seed Mix

To consist of native, drought-tolerant, low growth grasses and flowering plants. If viable, preference will be given to a seed mix that can support pollinators. Final mix will be determined at the time of planting by a qualified vegetation specialist.

5) Site Maintenance Checklist

a) Mow or graze project area once per year at a minimum to a cut height of 6 inches or greater.
b) Walk the site and remove any accumulated debris on either side of the fence line and properly dispose. No burning of trash will be allowed.
c) Apply herbicide as needed to control noxious weeds.
d) Inspect and re-seed any bare ground with permanent seeding.
e) Inspect fence and repair as needed.
f) Inspect all-weather access road and repair as needed.
g) Inspect site for any visible erosion. Remove transported sediment and implement necessary erosion control measures to minimize future maintenance issues.

The useful life of each phase of the solar facility is expected to be up to 40 years. At the end of the project's useful life, Pivot will suspend operations and decommission the plant, which will include any necessary demolition, removal of above and below ground equipment, and site reclamation efforts. Pivot's obligation under the Solar Lease Agreement is to return the site to the landowner in substantially the same condition that the property was in prior to the improvements being made.

This document establishes a detailed plan for decommissioning and reclamation activities once the project reaches the end of its useful life. The proposed activities will likely need to be refined throughout the project's life to reflect future best practices of the solar industry.

Pivot has assumed the planning process will be initiated one to two years prior to the anticipated end of commercial operation. The final plans will be developed in consultation with the Town of Johnstown and any other applicable agencies that have jurisdiction of activities in the decommissioning process.

1. Decommissioning Project Elements and Milestones

The key tasks of project decommissioning are divided into related activities that represent milestones in the process. Each activity is described in further detail below. The decommissioning schedule reflects the conceptual timing of the milestones and overall process.

The individual project components to be decommissioned will either be 1) recycled or reused to the maximum extent practicable, or 2) removed from the site and disposed of at an appropriately licensed disposal facility. The general decommissioning approach will be the same whether a portion of, or the entire Project is decommissioned.

The activities involved in the facility closure will depend on the expected future use of the site. Certain facility equipment and features may be left in place at the property owner's request, such as transmission facilities, roads, and drainage features. At the time of decommissioning, a plan will be submitted to the County proposing the equipment that will be removed and, if applicable, equipment that will remain, based on expected future use of the site.

Pre-closure activities include final closure and reclamation planning, which identifies measures to be taken to restore the site to near pre-construction conditions. This includes but is not limited to the following:

- Complete an analysis of the project materials and their composition to identify those specific components that may be recycled, re-used, scrapped, or sent to disposal sites; as well as identifying specific recycling facilities and disposal sites for materials.
- Coordinate with local officials to obtain permits and develop plans for the transportation of materials and equipment to and from the site.
- Develop specifications for demolition and reclamation, which will serve as the basis for contractor bids for decommissioning the project and establish the scope of demolition and reclamation, including developing reclamation plans in compliance with local, state, and federal regulations.

During the planning process Pivot will brief the County and other applicable agencies on the decommissioning process and plans. All necessary permits and approvals required for the decommissioning will be obtained prior to commencing operations.

The first step in the decommissioning process will be assessing existing site conditions and preparing the site for demolition. Site decommissioning and equipment removal is expected to take up to one year. Therefore, access roads, fencing, some electrical power, and other facilities will temporarily remain in place for use by the decommissioning workers until no longer needed. Demolition debris will be placed in temporary onsite storage areas pending final transportation and disposal and/or recycling according to the procedures listed below.

A plan will be implemented for de-energizing portions of the facility to allow safe decommissioning and formal lock out and tag out procedures. This will ensure all electrical components are placed and maintained in a safe condition for demolition activities prior to the start of work.

PV Module and Tracker Removal and Recycling

During decommissioning, project components that are no longer needed will be removed from the site and Recycled, reused or disposed of at an appropriately licensed disposal facility. The first operation is to disconnect and remove modules from the tracker assemblies.

Next, the tracker and mounting structures, DC wiring materials, and combiner boxes will all be disassembled and segregated for disposal or salvage. Steel piles that support the PV racking system will be removed and either re-used or recycled to the maximum amount possible. Below ground portions of the supports will either be removed or cut off at least two feet below ground surface and left in place.

The demolition debris and removed equipment will be safely removed from the premises and transported to an appropriately licensed disposal facility or recycling center. Photovoltaic modules will either be re-used, recycled or disposed of in accordance with applicable laws at the time of decommissioning.

Roads

Onsite access roads will remain in place during the decommissioning process. The roads may remain intact after decommissioning if the property owner deems them beneficial for the future use of the site. Roads that will not be used after the solar project's decommissioning will be removed at the end of the process.

Fencing

Project site perimeter fencing will be removed at the end of the decommissioning project, unless it may be utilized for future use of the site and the property owner requests the fence remain in place. This includes the removal of all posts, fencing material, gates, etc. to return the site to pre-project condition.

Transportation and Clean-up

During the disassembly and demolition process, materials will be segregated and temporarily placed in gathering areas for transportation. Various materials including, but not limited to, concrete, steel, aluminum, and copper will be temporarily stockpiled at or near a designated processing location pending transport to an appropriate offsite recycling facility. All such materials will then be transported from the site to approved designated facilities for

recycling, scrapping or disposal. All metals will be recycled to the extent practical given the recycling options available at the time of decommissioning.
In general, the decommissioning will be undertaken using traditional heavy construction equipment including, but not limited to, front end loaders, cranes, track mounted and rubber-tired excavators, bull dozers, and scrapers. Areas where excavation is required will be backfilled with natural material and compacted. Any voids left from the removal of foundations will be backfilled with surrounding subsoil and topsoil and fine graded to ensure suitable drainage and reclamation of natural grades.

Soil management and re-contouring operations will be conducted so as to minimize the surface area disturbance and implement the activities in the safest and most efficient manner and in accordance with applicable local requirements. Major earthwork is not anticipated as construction of the site will not alter the general grade across the site.

To account for post-decommissioning dust control, areas of exposed soils will be revegetated, consistent with the expected future use of the site and State or County requirements. The native dry grass vegetation will be reestablished to prevent the spread of weeds. Mulching or palliatives may be used for temporary dust control until vegetation is established.

Monitoring Site Restoration
Upon completion of the decommissioning process, a one-year restoration monitoring period will begin. Monitoring will ensure that grading and drainage implemented is successful in stabilizing water flow patterns and that the cover vegetation (native dry grass vegetation or other depending on land use) will be reestablished to prevent the spread of weeds. Corrective actions will be implemented if such monitoring determines adverse conditions are present as a result of an inadequate restoration.

Town of Johnstown

PLANNING & ZONING COMMISSION
AGENDA MEMORANDUM

DESCRIPTION:	**SunCatcher (Pivot Solar 20) Solar Farm as a Use by Special Review**
PROJECT NO:	USR22-0001
LOCATION:	Southwest corner of Telep Ave (CR 15) and CR 46, approx. 44 acres
APPLICANT:	Pivot Energy (Sauer South, LLC / Owner)
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	July 13, 2022

ATTACHMENTS

1- Vicinity Map
2- Project Narrative
3- Site Plan
4- Landscape Plan

BACKGROUND & SUMMARY

The applicant, Pivot Energy, requests approval of a Use by Special Review for a 44-acre SunCatcher Solar facility, to be built in two phases. The property is located on the southwest corner of Telep Ave and Weld County Road 46, south of The Granary subdivision. (Attachment 1) It is encompassed within the project areas of the SunCatcher Annexation, Outline Development Plan (ODP), and Subdivision that preceded this project to hearings.

The solar facility is included in the accompanying SunCatcher Outline Development Plan (ODP) as a Use by Special Review intended to be a long-term (20+ year), interim use for a solar facility. The facility footprint proposed to be located on the southwest 44 acres of the site with farming operations continuing on the remaining portions until future development occurs. See Attachment 3.

SURROUNDING ZONING & LAND USE

North:	PUD-R – The Granary Subdivision – single family residential, under construction
South:	A – Agricultural in Weld County – existing ag lands
East:	PUD-R – Undeveloped, existing ag lands
West:	A – Agricultural in Weld County – existing ag lands

LAND USE HISTORY

Historically, this property has been used for farming and continues as that use today.

OIL & GAS

There are three existing plugged and abandoned wells on-site, per COGCC website. They are shown on the Site Plan (Attachment 3 – Sheet C.100); none interfere with this proposed facility.

IRRIGATION DITCHES

The Hillsborough ditch runs through the northern portion of this site. The proposed facility will not impact that current ditch alignment.

FLOODPLAIN

The Little Thompson River runs through this parcel, and has significant floodplain areas. Approximately 15.5 acres of the current parcel sits within the floodway and 1% (100-yr) regulatory floodplain. The facility is proposed to be built just north of that floodplain boundary.

PUBLIC NOTICE & AGENCY REFERRALS

Notice for the Planning & Zoning Commission hearing was published in the local paper of widest circulation, the Johnstown Breeze, on Thursday, June 23, 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 map of the various proposed SunCatcher projects – annexation, zoning, ODP, subdivision and USR.
This USR project was referred to all Johnstown Review Committee members and Weld County.

NEIGHBORHOOD MEETING

No neighborhood meeting was held for this USR.

PROJECT DESCRIPTION & ANALYSIS

The proposed solar facility would be constructed in two phases, with the westernmost portion being built first – approx. 26 acres; with the intent to follow that with the remaining 18-acre phase 2. The site is located north of the 1% floodplain, south of the Hillsborough ditch and west of an existing gas line and easement that bisect the parcel. The main access will be a 26-foot access road from Telep Ave., utilizing an existing access, and built to fire code standards, including truck hammerhead turnarounds per Front Range Fire. As there are no occupied structures on the site, this access has been deemed adequate to meet code requirements. Minimal grading will occur and soils will be stabilized with a wildflower and native grass seed.

Per the Applicant, the ”solar farm” will entail the construction of 17,000-20,000 solar panels mounted on single pole / single-axis tracking racks, set at no more than 10-feet from the existing grade at full panel extension.

Use. The Town Code does not mention a facility/use such as a solar farm within our zoning code, nor any development standards to apply thereto. Staff worked with the Applicant and Owner, through the process of annexation, zoning, outline development plan, and subdivision, to create the SunCatcher ODP that allows a solar facility as an “interim” use, with a USR (Use by Special Review) process. The underlying use for this planning area within that ODP is large lot residential, which is what the use may revert to as such time as the solar facility is decommissioned. The solar use was not considered as a fully “permitted use” to ensure the ODP maintains some limitations on location, size, equipment dimension, and would require an amendment to that USR if any substantial change were proposed to the facility.

Staff supports this use as a part of the growing Johnstown community. It is a relatively innocuous use, with minimal impacts to adjacent properties other than the potential visual impact of 44 acres of solar panels, and minimal impact to public services and infrastructure.

Screening. The proposal includes an 8-foot wildlife (woven wire fabric) fence around the site, for safety. The Landscape Plan includes only the wildflower and grass mix that will be planted under the racks, upon completion of construction. No solid/semi-solid screening is proposed.

Staff did request additional screening of the property, in keeping with similar visual-impact issues related to oil and gas facilities for which the Town typically requires solid 8-foot low maintenance metal fencing around facilities, and decorative "iron" around wellheads; as well as screening of other facilities where equipment and outdoor storage is visible from adjacent properties and rights-of-way. The Applicant has maintained that the open fencing and native/wildflower mix is a better fit in this rural area. Staff is concerned that the current pace of development in Johnstown will place residential uses adjacent in the very near future, and a public trail along the river, and that some type of vegetative or fenced screening along the perimeter would be appropriate, and has included this as a condition of approval for this USR.

Conclusion. There are no significant outstanding concerns remaining on this use or site plan. Minor "housekeeping" revisions are still anticipated prior to Council hearing, but nothing substantive.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Staff recommends that the Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council for the SunCatcher Solar (Pivot Energy) Use by Special Review based upon the following findings:

1. The proposed use is a low-impact use that is appropriate and compatible with anticipated development for this area of Johnstown in alignment with the comprehensive plan.
2. The proposed USR project meets all applicable Town standards and codes.

Recommended Motion: Motion to Approve with Conditions

Based on the application materials received, analysis and presentations at this hearing, and recommended findings, I move that the Planning & Zoning Commission recommend to the Town Council Approval with the following Conditions:

1. The Applicant shall revise the Landscape Plans, to the satisfaction of Town Staff, to soften the visual impact and provide adequate and appropriate screening of the perimeter of this project through the application of a mix of solid fencing, native/xeric, low-maintenance tall grasses and larger (6-10') shrubs (i.e., wavyleaf oak, mountain mahogany, pyracantha).

Alternate Motions:

Motion to Approve, as presented

Based on the application materials received, analysis and presentations at this hearing, and recommended findings, I move to recommend Approval to the Town Council for the SunCatcher Solar Farm Use by Special Review.

Motion to Recommend Denial

Based on the materials received, and analysis and presentations at this hearing, I move that the Planning & Zoning Commission recommend Denial to the Town Council for the SunCatcher Solar Farm Use by Special Review.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Resolution 2022-35 Approving the East Ledge Rock Center Preliminary/Final Subdivision Plat

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-35 Approving the East Ledge Rock Center Filing No. 2 Preliminary/Final Plat

ATTACHMENTS:
1. Resolution 2022-35
2. Vicinity Map
3. Subdivision Plat
4. PZC Staff Report
5. Traffic Impact Study - Excerpt

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Ledge Rock Center, LLC, is requesting subdivision of approximately 153 acres of land located south of Hwy 60, east of High Plains Blvd. (Attachment 2) The parcel is zoned PUD-MU and subject to the approved PUD guidelines.

The proposed subdivision plat (Attachment 3) includes rights-of-way for future roads, as well as several large tracts for development and/or resubdivision into multi-family sites, future commercial, and single-family neighborhoods. This portion of the development is intended only to create these larger tracts, and provide the needed public improvement plans and engineering reports (still under administrative review) to construct the primary portions of needed infrastructure to support that future development. The development and construction is covered by a prior approved development agreement with the Applicant and the associated metropolitan district.

As public infrastructure is being reviewed, and given the location, Staff has also included excerpts from the master traffic study for the Development to clarify some of the long term roadway improvements that will be provided along High Plains Blvd and Hwy 60.

The Planning & Zoning Commission held a public hearing on August 10, 2022. No public comments or concerns were provided as of the date of this publication. Staff recommended that the Commission recommend approval to the Town Council, with the findings contained in the attached staff report (Attachment 4).

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2022-35 Approving East Ledge Rock Center Filing No. 2 Preliminary/Final Subdivision Plat.

SUGGESTED MOTIONS:

For Approval
Based on findings and analysis presented at this hearing, I move to approve Resolution 2022-35.

For Denial
Based on information presented in this hearing, I move to deny Resolution 2022-35

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-35

APPROVING THE PRELIMINARY/FINAL PLAT FOR EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2, BEING A SUBDIVISION OF LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDVISION FILING NO. 1 AND SUBDVISION EXEMPTION 665, 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 153.651 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 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 for East Ledge Rock Center Subdivision Filing No. 2, being a Subdivision of Lots 1-5 and Tracts A & B of East Ledge Rock Center Subdivision Filing No. 1 and Subdivision Exemption 665, 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 153.651 acres; and

WHEREAS, on August 10, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Preliminary/Final Plat for East Ledge Rock Center Subdivision Filing No. 2; and

WHEREAS, on August 15, 2022, the Town Council held a public hearing concerning approval of the Preliminary/Final Plat for East Ledge Rock Center Subdivision Filing No. 2, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that the Preliminary/Final Plat for East Ledge Rock Center Subdivision Filing No. 2 is consistent with the Town's Comprehensive Plan, is in compliance with the Johnstown Municipal Code and with the Town's regulations, aligns 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 for East Ledge Rock Center Subdivision Filing No. 2.

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

Section 1. Preliminary/Final Plat Approval: The Preliminary/Final Plat for East Ledge Rock Center Subdivision Filing No. 2, being a Subdivision of Lots 1-5 and Tracts A & B of East Ledge Rock Center Subdivision Filing No. 1 and Subdivision Exemption 665, 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 153.651 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 3. 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. 2 and have it properly recorded at the Office of the Weld County Clerk and Recorder.

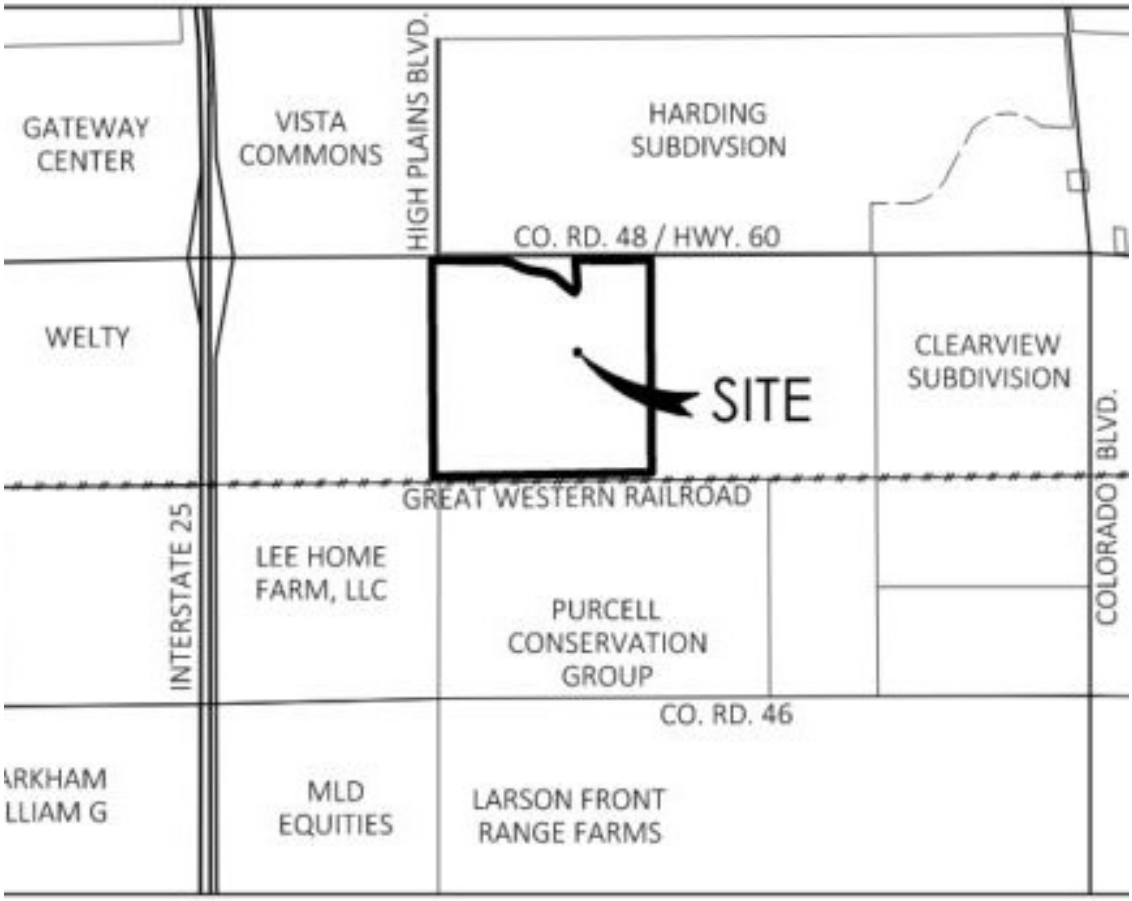
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of August, 2022.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____

Hannah Hill, Town Clerk Gary Lebsack, Mayor

VICINITY MAP



Item #16

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665, 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 1 OF 3

SHEET INDEX:

SHEET 1: COVER & SUBDIVISION NOTES
SHEET 2: SUBDIVISION NORTH PORTION
SHEET 3: SUBDIVISION SOUTH PORTION

PURPOSE STATEMENT

THIS PLAT SUBDIVIDES LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665, DEDICATES RIGHT OF WAY, AND VACATES CERTAIN LEGAL EXTENTS.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND THAT OF SUBDIVISION EXEMPTION 665, RECEPTION NUMBER 2585001, 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 6,693,037 SQUARE FEET OR 153.651 ACRES, MORE OR LESS.

GENERAL PLAT NOTES:

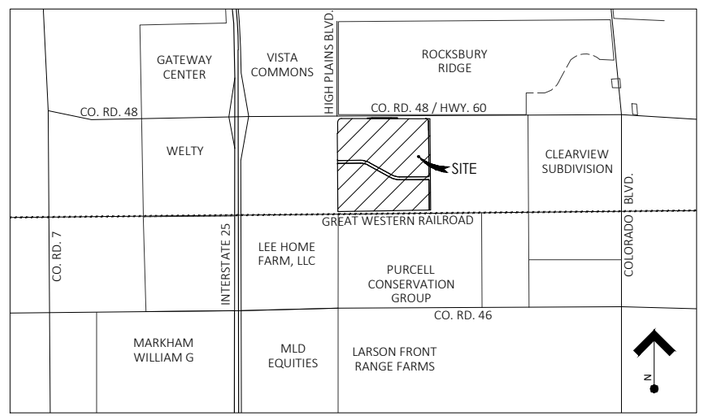
1. FINAL TOWN-APPROVED DEVELOPMENT PLANS AND CONSTRUCTION DOCUMENTS ARE REQUIRED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING ON SITE.
2. TRACTS MUST BE REPLATTED WITH THE TOWN OF JOHNSTOWN PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT OCCURRING.
3. LOTS 1, 2, 3, 4, AND 5 REPRESENT BUILDING FOOTPRINTS THAT MAY BE REPLATTED TO FINAL FOUNDATION FOOTPRINT, BASED UPON FINAL JOHNSTOWN-APPROVED DEVELOPMENT PLANS AND MAY BE SUBJECT TO MINOR MODIFICATION OF SIZE AND LOCATION AT THE TIME OF REPLAT.
4. LOTS 6, 7, AND 8 SHALL BE FURTHER SUBDIVIDED FOR MULTIFAMILY DWELLINGS, ACCOMMODATIONS, AND RIGHT OF WAYS ON A FUTURE SUBDIVISION FILING.
4. TRACT A WILL BE OWNED BY THE APPROPRIATE METRO DISTRICT OR OWNERS ASSOCIATION AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.
5. TRACT B SHALL BE FURTHER SUBDIVIDED FOR COMMERCIAL OCCUPANCY, ACCOMMODATIONS, AND RIGHT OF WAYS ON A FUTURE SUBDIVISION FILING.
6. TRACTS C, E, AND F WILL BE DIRECTOR'S PARCELS FOR METROPOLITAN DISTRICTS AND WILL BE OWNED BY THE APPROPRIATE DISTRICT BOARD OF DIRECTORS AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, ACCESS, UTILITIES, AND DRAINAGE.
7. TRACTS D AND G SHALL BE FURTHER SUBDIVIDED FOR SINGLE FAMILY DWELLINGS, ACCOMMODATIONS, AND RIGHT OF WAYS ON A FUTURE SUBDIVISION FILING.
8. OUTLOT A WILL BE OWNED BY THE APPROPRIATE METROPOLITAN DISTRICT OR OWNERS ASSOCIATION AS A TRACT FOR LANDSCAPING, COMMON AMENITIES, UTILITIES, AND DRAINAGE.
9. THE EASEMENT ALONG THE SOUTH BOUNDARY LINE OF THIS SUBDIVISION, BEING A 30' PIPELINE EASEMENT, RECEPTION NUMBER 2426224, IS VACATED BY THIS PLAT AS IT HAS BEEN ABANDONED AND OUT OF SERVICE FOR THE LENGTH OF A CALENDAR YEAR, RECEPTION NUMBER 4765956.
10. THE EASEMENTS ACROSS THE NORTHERN PORTION OF THIS SUBDIVISION RELATED TO THE CONSOLIDATED HOME SUPPLY DITCH AND RESERVOIR COMPANY DITCH, BEING A 12' PRESCRIPTIVE EASEMENT AND AN ASSOCIATED 20' DITCH ACCESS ROAD EASEMENT, RECEPTION NUMBER 1602319, IS TO BE VACATED BY SEPARATE DOCUMENT AS CONSTRUCTION COMMENCES FOR THE ALTERNATE ROUTE OF THE WATER WAY.
11. THE 30' UTILITY EASEMENT ACROSS THE NORTHERN PORTION OF THIS SUBDIVISION DEDICATED BY THIS PLAT COINCIDES WITH THE TWO (2) 30' UTILITY EASEMENTS DEDICATED PREVIOUSLY BY EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1.

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.

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;
   4822 W. SOUTH 1ST STREET, JOHNSTOWN, CO 80534.
4. THE SUBJECT PROPERTY CONTAINS 6,693,037 SQUARE FEET OR 153.651 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.



VICINITY MAP
Scale 1" = 2,000'

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
- ACCESS EASEMENT 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

ACREAGE TABLE

PARCEL IDENTIFIER	AREA
LOT 1	0.627
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.600
LOT 8	23.123
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	18.175
TRACT E	0.715
TRACT F	0.733
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512

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 LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND THAT OF SUBDIVISION EXEMPTION 665, RECEPTION NUMBER 2585001, 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 6,693,037 SQUARE FEET OR 153.651 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. 2, 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 _____)
COUNTY OF _____) SS

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. 2 , 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, ADAM R. ZETTLEMOYER, 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. 2 BEING A SUBDIVISION OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND THAT OF SUBDIVISION EXEMPTION 665 WAS MADE BY ME OR UNDER MY SUPERVISION.

DATED THIS _____ DAY OF _____, 2022.

ADAM R. ZETTLEMOYER, PLS
COLORADO LICENSE NUMBER 38570
FOR AND ON BEHALF OF
POINT CONSULTING, LLC
8460 W KEN CARYL AVE
LITTLETON, CO 80128
(702) 258-6836
azettlemoyer@pnt-llc.com

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

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

JOB NO. 21.022

DATE	DESCRIPTION
06.03.2022	ORIGINAL PREPARATION
06.14.2022	CITY COMMENTS

COVER SHEET

SHEET 1/3

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665, 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 & SUBDIVISION NOTES
SHEET 2: SUBDIVISION NORTH PORTION
SHEET 3: SUBDIVISION SOUTH PORTION

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

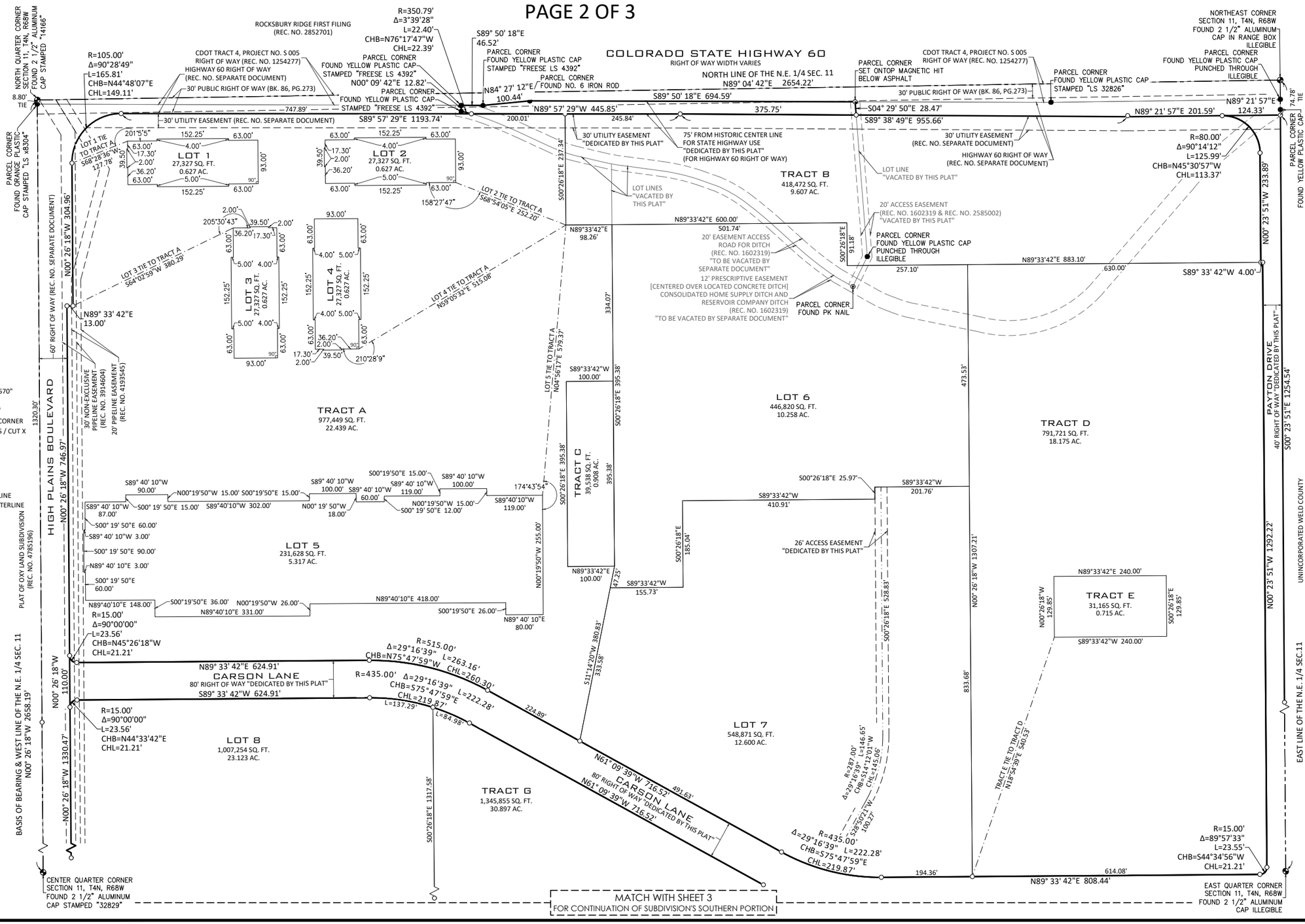
N
0 50 100 200
SCALE 1" = 100'

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
- ACCESS EASEMENT CENTERLINE
- EASEMENT LINE

ACREAGE TABLE

PARCEL IDENTIFIER	AREA
LOT 1	0.627
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.600
LOT 8	23.123
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	18.175
TRACT E	0.715
TRACT F	0.733
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512



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

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

DATE	DESCRIPTION
06.03.2022	ORIGINAL PREPARATION
06.14.2022	CITY COMMENTS

PLAT EXHIBIT - NORTH PORTION
JOB NO. 21.022
SHEET 2/3

EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2

A SUBDIVISION OF

LOTS 1-5 AND TRACTS A & B OF EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 1 AND SUBDIVISION EXEMPTION 665, 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 & SUBDIVISION NOTES
SHEET 2: SUBDIVISION NORTH PORTION
SHEET 3: SUBDIVISION SOUTH PORTION

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

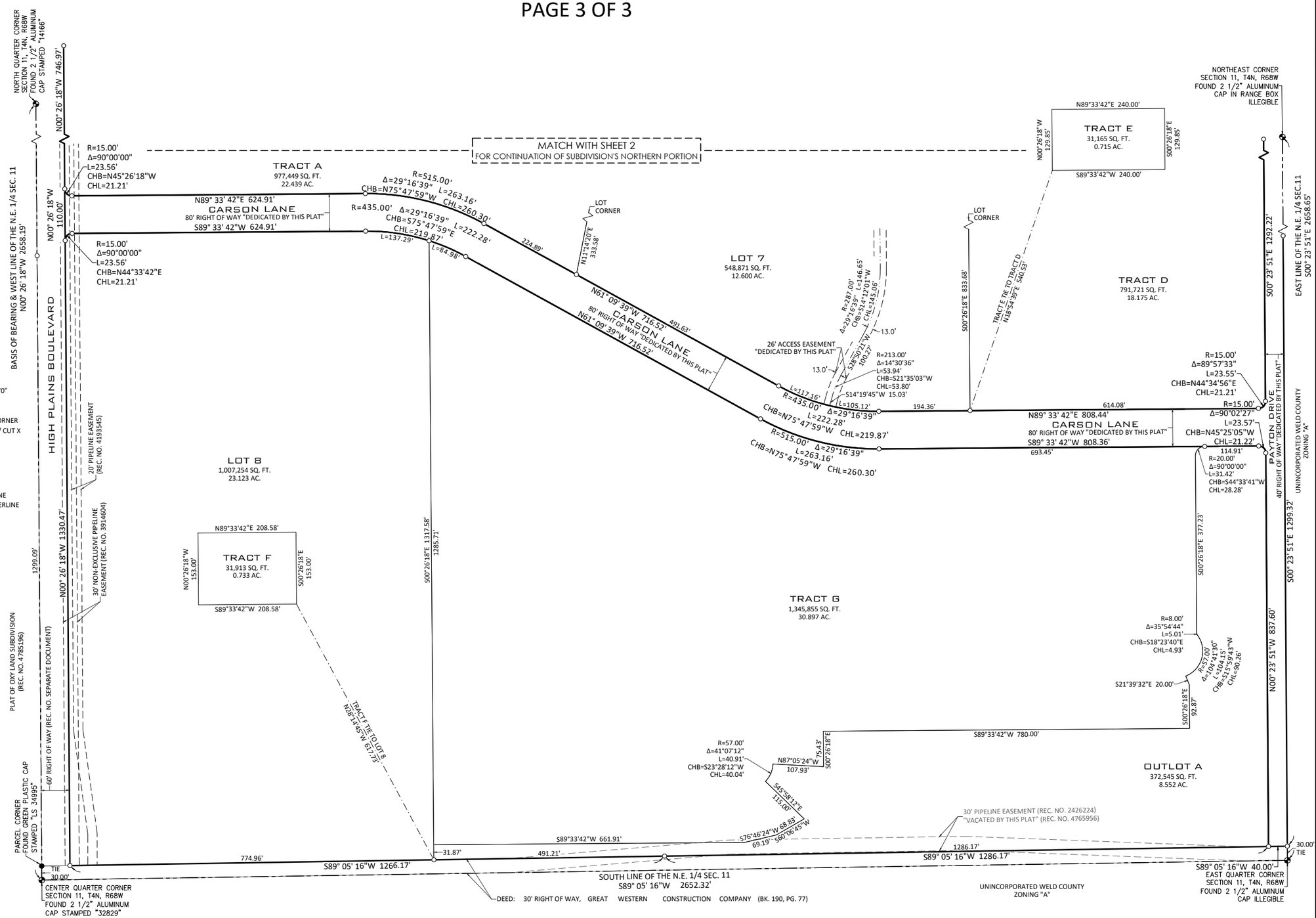
N 0 50 100 200
SCALE 1" = 100'

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
- ACCESS EASEMENT CENTERLINE
- EASEMENT LINE

ACREAGE TABLE

PARCEL IDENTIFIER	AREA
LOT 1	0.627
LOT 2	0.627
LOT 3	0.627
LOT 4	0.627
LOT 5	5.317
LOT 6	10.258
LOT 7	12.600
LOT 8	23.123
TRACT A	22.439
TRACT B	9.607
TRACT C	0.908
TRACT D	18.175
TRACT E	0.715
TRACT F	0.733
TRACT G	30.897
OUTLOT A	8.552
R.O.W. DEDICATION	7.305
HWY. 60 DEDICATION	0.512



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

SUBDIVISION PLAT
EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 2
JOHNSTOWN, COLORADO

DATE	DESCRIPTION
06.03.2022	ORIGINAL PREPARATION
06.14.2022	CITY COMMENTS

PLAT EXHIBIT - SOUTH PORTION
JOB NO. 21.022
SHEET 3/3

Town of Johnstown

PLANNING & ZONING COMMISSION
STAFF ANALYSIS REPORT

ITEM:	**Preliminary/Final Subdivision Plat of East Ledge Rock Center Subdivision, Filing No. 2**
DESCRIPTION:	Proposed large-tract subdivision to establish lots for future development and dedicate rights-of-way and easements. Creates three buildable lots, large tracts for future development and stormwater management, and dedicates street rights-of-way.
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:	August 10, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Excerpts from Town-accepted Master Traffic Impact Study

PROJECT SUMMARY

The Applicant is requesting consideration of a combined Preliminary/Final Subdivision Plat encompassing approximately 155 acres. (Attachment 2) This plat proposes to dedicate major streets, as well as create lots for future multi-family development; one tract for the north commercial area, as well as two large tracts for single family re-subdivision. Detailed engineering drawings, plans and reports for the build-out of public infrastructure (streets, utilities, stormwater, etc.) have been submitted and are under current review by the Town. These plans are subject to final technical and administrative review prior to construction of any improvements. Plans related to CDOT and the Home Supply ditch improvements are also in review by those entities, and final approvals will be required by the Town prior to any work on those improvements.

Town approval of this subdivision would permit the Applicant to begin construction of public improvements, upon approval of all engineering construction plans and reports, for the east side of the Ledge Rock Center development area including High Plains Boulevard. Site development plan approvals for individual uses and sites will be administrative. Single family development will require additional subdivision and development plan approvals by Planning & Zoning and Town Council.

Zoning: PUD-MU (Mixed Use) – Ledge Rock ODP & Design Guidelines apply

ADJACENT ZONING & LAND USE

North SF-1 – Rocksbury Ridge
East Weld Co. 'A' – Existing ag properties
South Weld Co. 'A' – Existing ag properties + GWRR railroad
West PUD-MU – West Ledge Rock Center (future)

PROPERTY LAND USE HISTORY

This property has historically been agricultural use, with some oil and gas – now abandoned and vacated.

Ledge Rock Center has an approved Outline Development Plan and Design Guidelines. Tract A and the building footprint lots in the northwest corner were created with a prior subdivision plat (Filing No 1).

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a brief description of the project. Courtesy notices were mailed to owners within 500 feet of the parcel. No neighborhood meeting was required. No public comments have been received by Staff as of the date of publication of this report.

STAFF ANALYSIS

This "super-plat" (large tract) subdivision is being processed to permit master public improvements to occur ahead of other contingent development. This plat also permits the multi-family areas to proceed with administrative Site Development Plans, as well as creates the tracts to accommodate a subsequent subdivision into single family neighborhoods and a north commercial area.

This subdivision creates an east-west collector road (Carson Lane) that will connect to High Plains Blvd on the west, and the proposed Payton Drive on the east. Additional roads associated with future single-family development will be platted with resubdivision upon a full review of that project.

A large sanitary sewer trunkline, serving the entire Ledge Rock Center area, will extend from the southeast corner of the development site, along the eastern boundary line through property to the south via an easement, to connect to the Town's Interceptor Project along CR 46, which will be built to just-past Colorado Blvd. by other development and continued west by this development. Stormwater and detention areas are master planned for this East Ledge Rock Center subdivision, and will be designed to meet Town standards.

Traffic impacts have been evaluated and required improvements to CO Hwy 60 and High Plains Boulevard will be required to occur with the associated public improvements. See Attachment 3 for excerpts of the TIS. High Plains Blvd. will be constructed, with this project, to the ultimate four lane configuration, with a median. A full movement signal will be installed at this intersection, in conjunction with CDOT reviews, approvals, and permits. At Payton Drive (WCR 11 in TIS), longer term traffic estimate analysis, 2027 & 2041, would place a full movement signal at this intersection, but that is likely a future improvement that would occur as traffic counts meet engineering signal warrants.

Staff has no outstanding concerns and believes this subdivision will promote the Town's goals of efficient development patterns and extension of infrastructure. Final engineering and technical reviews will be completed prior to any significant work on public improvements, other than some early grading that has received Town approval.

Staff is working with the Applicant to amend an initial development agreement, with the Town, for the Ledge Rock Commercial areas, to ensure that full development impacts and obligations are appropriately documented, as further detail of needed improvements have become known.

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 Preliminary/Final Subdivision Plat for East Ledge Rock Center Filing No. 2 be approved based upon the following findings:

The proposed development…

1. Is consistent with the Johnstown Area Comprehensive Plan.
2. Is in substantial compliance with the Town's codes, regulations, and requirements.
3. Is in alignment with the Ledge Rock Center Outline Development Plan and Design Guidelines.
4. Will contribute to a logical pattern of growth and infrastructure extension.

Recommended Motion

Based on the application received, associated materials presented, and the preceding analysis, I move to recommend to the Town Council Approval with Conditions of the East Ledge Rock Center Filing No. 2 Subdivision based upon the findings as stated above.

Alternate Motion

- Motion to Deny: I move that the Commission recommend to the Town Council Denial of the East Ledge Rock Center Filing No. 2 Subdivision preliminary/final subdivision plat.

Ledge Rock Center

Traffic Impact Study

Ledge Rock Center, LLC

Johnstown, Colorado

October 13, 2021

Prepared By:

Sustainable Traffic Solutions, Inc.
http://www.sustainabletrafficsolutions.com/

Joseph L. Henderson, PE, PTOE
303.589.6875
joe@sustainabletrafficsolutions.com

Table of Contents

Page

1.0 Introduction 1
2.0 Project Description 1
2.1 Study Area 1
2.2 Study Assumptions 2
3.0 Existing Traffic Volumes 3
3.1 Level of Service Analysis 3
4.0 Site Generated Traffic Volumes 4
4.1 Trip Generation 4
4.2 Trip Distribution and Assignment 5
5.0 Year 2025 Traffic Conditions 5
6.0 Year 2027 Traffic Conditions 6
7.0 Year 2030 Traffic Conditions 7
8.0 Year 2041 Traffic Conditions 8
9.0 Auxiliary Turn Lanes 9
10.0 Traffic Signal Warrant Studies 10
11.0 Signal Progression Analysis 11
12.0 Conclusions 11

List of Appendices

Appendix A Traffic Count Data
Appendix B VISTRO Analysis Results
Appendix C NCHRP 684 Analysis
Appendix D Traffic Signal Warrant Study Analysis
Appendix E Time-Space Diagrams

List of Tables

Table 1 – Estimated Daily Volumes for Key Links in the Study Area
Table 2 – Intersection Operational Summary
Table 3 – Trip Generation Estimate
Table 4 – Needed / Recommended Auxiliary Lanes
Table 5 – Auxiliary Lane Lengths

Table of Contents (Continued)

List of Figures

Figure 1 – Vicinity Map
Figure 2 – Site Plan
Figure 3 – Laneage and Traffic Control – Existing
Figure 4 – Factored Traffic Volumes – Morning Peak Hour
Figure 5 – Factored Traffic Volumes – Evening Peak Hour
Figure 6 – Short Term Trip Distribution
Figure 7 – Long Term Trip Distribution
Figure 8 – Phase I Trip Assignment – Morning Peak Hour
Figure 9 – Phase I Trip Assignment – Evening Peak Hour
Figure 10 – Phase II Trip Assignment – Morning Peak Hour
Figure 11 – Phase II Trip Assignment – Evening Peak Hour
Figure 12 – Phase III Trip Assignment – Morning Peak Hour
Figure 13 – Phase III Trip Assignment – Evening Peak Hour
Figure 14 – Long Term Trip Assignment – Morning Peak Hour
Figure 15 – Long Term Trip Assignment – Evening Peak Hour
Figure 16 – Year 2025 Background Traffic Volumes – Morning Peak Hour
Figure 17 – Year 2025 Background Traffic Volumes – Evening Peak Hour
Figure 18 – Year 2025 Total Traffic Volumes – Morning Peak Hour
Figure 19 – Year 2025 Total Traffic Volumes – Evening Peak Hour
Figure 20 – Year 2027 Background Traffic Volumes – Morning Peak Hour
Figure 21 – Year 2027 Background Traffic Volumes – Evening Peak Hour
Figure 22 – Year 2027 Total Traffic Volumes – Morning Peak Hour
Figure 23 – Year 2027 Total Traffic Volumes – Evening Peak Hour
Figure 24 – Year 2030 Background Traffic Volumes – Morning Peak Hour
Figure 25 – Year 2030 Background Traffic Volumes – Evening Peak Hour
Figure 26 – Year 2030 Total Traffic Volumes – Morning Peak Hour
Figure 27 – Year 2030 Total Traffic Volumes – Evening Peak Hour
Figure 28 – Year 2041 Background Traffic Volumes – Morning Peak Hour
Figure 29 – Year 2041 Background Traffic Volumes – Evening Peak Hour
Figure 30 – Year 2041 Total Traffic Volumes – Morning Peak Hour
Figure 31 – Year 2041 Total Traffic Volumes – Evening Peak Hour
Figure 32 – Laneage and Traffic Control – Year 2041

Ledge Rock Center

Traffic Impact Study

1.0 Introduction

A commercial and residential development is planned in the southeast quadrant of the I-25 / SH 60 interchange. Figure 1 contains a vicinity map showing the location of the site, and Figure 2 contains the site plan. Also shown in Figure 2 are development areas that help to define the phasing of the development. The project will be constructed in three phases with the commercial land uses in Areas A and B, the hotels in Area G, and half of the multifamily housing in Area C constructed in Phase 1; the balance of the multifamily housing constructed in Phase 2; and the single-family homes constructed in Phase 3. To provide access to the development, High Plains Boulevard will be extended through the development and WCR 11 will be constructed south of SH 60. All of the public improvements will be constructed in Phase 1. The area southwest of High Plains Boulevard / Street A is not included in the development because the majority of the area is already developed with oil and gas facilities.

This traffic study was based on the requirements contained in the State Highway Access Code[1] (SHAC).

2.0 Project Description

2.1 Study Area

The study area includes the following intersections.

- SH 60 / High Plains Boulevard
- SH 60 / WCR 11 / Faith Lutheran Church east access
- SH 60 / Carlson Boulevard
- Future right-in/right-out accesses on SH 60 (two locations)
- High Plains Boulevard / four future intersections
- WCR 11 / two future intersections
- Street A / 11 future intersections
- Five future intersections in the single-family portion of the development south of Street A
- High Plains Boulevard / WCR 50 (Year 2041 only)
- High Plains Boulevard / WCR 46 (Year 2041 only)

[1] State Highway Access Code. The Transportation Commission of Colorado. Amended March 2002.

The existing laneage and traffic control are contained in Figure 3.

The classifications shown in Figure 1 are based on Figure 11 of the Town of Johnstown Transportation Master Plan[2].

2.2 Study Assumptions

The following assumptions were utilized for this study.

- **Adjustment of Traffic Count Data for COVID 19.** Historic traffic count data was used to adjust the traffic counts collected for this project to compensate for the effect of COVID 19. The historic data was obtained from Count Station 101434, a continuous count station on US 34 west of I-25. The data from the count station showed that volumes in May 2021 decreased by 4% compared to the average of May 2018 and 2019. Therefore, the volumes collected for the study were inflated by 4% to compensate for the impact of COVID 19. The table with the data from Count Station 101434 is contained in Appendix A.
- **Phase I.** Phase I will include the commercial development in Areas A and B, the hotels in Area G, and half of the multifamily housing in Area C (see Figure 2). That portion of the development is expected to be completed by Year 2025.
- **Phase II.** The balance of the multifamily housing in Area C plus all of the multifamily housing in Area D will be constructed in Phase II (see Figure 2). That portion of the development is expected to be completed by Year 2027.
- **Phase III.** The single-family homes will be constructed in Phase III. In Figure 2, the single-family homes are included in Areas E and F. That development is expected to be completed by Year 2030.
- **Long-Term Planning Horizon.** The long-term planning horizon is Year 2041 because it is 20 years in the future.
- **Growth in Background Traffic.** Information from the North I-25 Parallel Arterial Study[3] was used to develop growth rates and future daily volumes on SH 60 and High Plains Boulevard. The annual growth rates used in the study include:
    - SH 60 east and west of High Plains Boulevard – 3.5%
    - High Plains Boulevard north of SH 60 – 13.1%

  Traffic volumes on Carlson Boulevard north and south of SH 60 are expected to grow at 2% annually based on information that is contained in Letford

[2] Town of Johnstown Transportation Master Plan. Felsburg Holt & Ullevig. February 2008.

[3] North I-25 Parallel Arterial Study. Cambridge Systematics, Inc. April 17, 2020.

Elementary School Relocation Traffic Impact Study[4]. Peak Hour traffic volumes for the school were obtained from the study and included in the analysis of SH 60 / Carlson Boulevard.

- **Year 2041 Traffic Volumes.** The Year 2041 peak hour volumes for the High Plains Boulevard intersections with SH 60, WCR 50, and WCR 46 were derived from the volumes contained in Figure C.1 and Figure C.2 of the North I-25 Parallel Arterial Study.
- **Saturation Flow Rate.** The saturation flow rate was assumed to be 1,900 passenger cars / hour / lane.
- **Improvements to Adjacent Roadways.** The Town of Johnstown Transportation Master Plan was reviewed to determine if capacity improvements are planned for roadways in the study area. Figure 9 from the TMP shows that High Plains Boulevard is expected to be a four-lane arterial roadway with portions only requiring two lanes by the Year 2035. SH 60 will be widened to four or six lanes east of I-25.
- **Peak Hour Factor (PHF).** For the existing and the short-term planning horizons, the PHF was based on the data collected for the traffic study. At new intersections and intersections with low traffic volumes, the PHF was assumed to be 0.85 for all movements in all of the planning horizons. At the intersections on SH 60 and High Plains Boulevard, the PHF was assumed to be 0.92 in the long-term horizon unless the existing PHF is higher than 0.92. In that case, the existing PHF was used in the analysis of the long-term volumes.
- **Truck Percentage.** A truck percentage of 4% was assumed on SH 60 based on data collected for the study. 2% trucks were assumed on all other roadways.

3.0 Existing Traffic Volumes

Traffic count data were collected for the project on Wednesday May 13, 2021 by All Traffic Data. The factored peak hour volumes are summarized in Figures 4 and 5. Existing, factored, and future daily volumes are summarized in Table 1. The traffic count data are contained in Appendix A.

3.1 Level of Service Analysis

To evaluate the performance of the intersections within the study area, the level of service (LOS) was calculated using PTV VISTRO software. This software package utilizes criteria described in the Highway Capacity Manual[5]. LOS is a measure used to describe operational conditions at an intersection. LOS categories ranging from A

[4] Letford Elementary School Relocation Traffic Impact Study. Fox Tuttle Transportation Group. February 11, 2021.

[5] Highway Capacity Manual, 6th Edition. Transportation Research Board. 2016.

to F are assigned based on the predicted delay in seconds per vehicle for the intersection as a whole, as well as for individual turning movements. LOS A indicates very good operations, and LOS F indicates poor, congested operations. In Johnstown, the minimum acceptable intersection operation is LOS D.

The results of the analysis are summarized in the following table. The analysis shows that the SH 60 intersections at High Plains Boulevard and the church access are operating at acceptable levels of service. SH 60 / Carlson Boulevard is operating at LOS F during both peak hours. Factored turning movement counts were used for the analysis.

Intersection	Control	Peak Hour	
		AM	PM
1 - SH 60 / High Plains Boulevard	Side-Street Stop	C	D
2 - SH 60 / WCR 11 / Church Access	Side-Street Stop	C	C
3 - SH 60 / Carlson Boulevard	Side-Street Stop	F	F

The level of service for stop-controlled intersections is based on the lowest letter grade for the side-street movements. The detailed analysis results are summarized in Table 2 and the VISTRO analysis results are contained in Appendix B.

4.0 Site Generated Traffic Volumes

4.1 Trip Generation

In order to estimate the traffic impacts associated with this development, the amount of traffic generated by the project was calculated using trip generation rates contained in the Institute of Transportation Engineers (ITE) Trip Generation manual[6] (see Table 3).

Considering the mix of uses that are proposed, it is likely that a person entering this development will visit more than one of the businesses before exiting the development. It is also likely that people living in the Ledge Rock Center will shop at one or more of the businesses in the development. This behavior is referred to as “internal capture”. The internal capture was estimated using methods that are contained in NCHRP 684[7] which is also included in Table 3. The calculation of the internal capture trips is contained in Appendix C.

Not all of the trips generated by commercial developments represent new trips added to the adjacent street network. Pass-by trips are made by motorists already using the street network as intermediate stops on the way to a primary trip destination without diverting from the route. Therefore, these trips are deducted from the traffic

6 Trip Generation, 10th Edition. Institute of Transportation Engineers. September 2017.

7 Enhancing Internal Trip Capture Estimation for Mixed-Use Developments: NCHRP 684. Transportation Research Board. 2011.

passing by the site. The pass-by trips for the retail development were estimated using information that is contained in the Trip Generation Handbook[8]. Considering the volume of through traffic on SH 60 and High Plains Boulevard, the pass-by trips were not included in the analysis because including them would not impact the level of service at the arterial intersections.

4.2 Trip Distribution and Assignment

The short-term trip distribution for the development is contained in Figure 6. It is based on the existing peak hour volumes collected for the traffic study. The long-term trip distribution that is contained in Figure 7 is based on the Year 2041 traffic volumes. The peak hour assignments are contained in Figures 8 through 15.

5.0 Year 2025 Traffic Conditions

Construction of Phase I is expected to be completed and occupied in Year 2025. Background traffic volumes for the Year 2025 were developed by inflating the factored traffic volumes on SH 60 and High Plains Boulevard by the growth rates that were discussed in Section 2.2. The background traffic volume scenarios are contained in Figures 16 and 17. The Year 2025 total traffic volume scenarios were developed by adding the trip assignment to the background volumes. The Year 2025 total traffic volume scenarios are contained in Figures 18 and 19.

The results of the analysis of the background and total traffic volume scenarios are summarized in the following table. All of the intersections are expected to operate at LOS D, or better, in the total traffic volume scenarios except for SH 60 / WCR 11 and Intersection 7 during the evening peak hour. Neither intersection is expected to warrant signalization at the completion of Phase I, so they will have side-street stop-control. It is not unusual for intersections on an arterial street with side-street stop control to operate poorly. The level of service for stop-controlled intersections is based on the lowest letter grade for the side-street movements. Intersections 4 and 5 are right-in/right-out accesses on SH 60. They were modeled with side-street stop-control, however, the side-street traffic will likely be controlled with a yield sign so the operation will be better than reported. The detailed analysis results are summarized in Table 2 and the VISTRO analysis results are contained in Appendix B.

[8] Trip Generation Handbook. Institute of Transportation Engineers. September 2017.

Intersection	Background			Total		
	Control	AM	PM	Control	AM	PM
1 - SH 60 / High Plains Boulevard	Side-Street Stop	D	F	Signal	C	D
2 - SH 60 / WCR 11 / Church Access	Side-Street Stop	C	C	Side-Street Stop	E	F
3 - SH 60 / Carlson Boulevard	Signal	B	B	Signal	B	B
4 - SH 60 / Site Access	---	---	---	Side-Street Stop	A	C
5 - SH 60 / Site Access	---	---	---	Side-Street Stop	A	B
6 - High Plains Boulevard / Commercial Access	---	---	---	Side-Street Stop	A	B
7 - High Plains Boulevard / Commercial Access	---	---	---	Side-Street Stop	B	F
8 - High Plains Boulevard / Street A	---	---	---	Side-Street Stop	A	A
13 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
16 - Street A / Street F	---	---	---	Side-Street Stop	A	A
17 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
18 - Street A / Street G	---	---	---	Side-Street Stop	A	B
32 - WCR 11 / Hotel Access	---	---	---	Side-Street Stop	A	B

6.0 Year 2027 Traffic Conditions

Construction of Phase II is expected to be completed and occupied in Year 2027. The background and total traffic volumes were developed as discussed in Section 5.0. Figures 20 and 21 contain the background volumes, and the total traffic volumes are contained in Figures 22 and 23.

The results of the analysis of the background and total traffic volume scenarios are summarized in the following table. All of the intersections are expected to operate at LOS D, or better, in the total traffic volume scenarios. The exception is Intersection 7 during the evening peak hour. This intersection is not expected to warrant signalization at the completion of Phase II, so it will have side-street stop-control. It is not unusual for intersections on an arterial street with side-street stop control to operate poorly. The level of service for stop-controlled intersections is based on the lowest letter grade for the side-street movements. Intersections 4 and 5 are right-in/right-out accesses on SH 60. They were modeled with side-street stop-control, however, the side-street traffic will likely be controlled with a yield sign so the operation will be better than reported. The detailed analysis results are summarized in Table 2 and the VISTRO analysis results are contained in Appendix B.

Intersection	Background			Total		
	Control	AM	PM	Control	AM	PM
1 - SH 60 / High Plains Boulevard	Signal	C	D	Signal	C	D
2 - SH 60 / WCR 11 / Church Access	Side-Street Stop	F	F	Signal	A	A
3 - SH 60 / Carlson Boulevard	Signal	B	B	Signal	B	B
4 - SH 60 / Site Access	Side-Street Stop	A	D	Side-Street Stop	A	D
5 - SH 60 / Site Access	Side-Street Stop	A	B	Side-Street Stop	A	B
6 - High Plains Boulevard / Commercial Access	Side-Street Stop	A	B	Side-Street Stop	A	B
7 - High Plains Boulevard / Commercial Access	Side-Street Stop	B	F	Side-Street Stop	B	F
8 - High Plains Boulevard / Street A	Side-Street Stop	A	A	Side-Street Stop	A	B
13 - Street A / Site Access	Side-Street Stop	A	A	Side-Street Stop	A	A
14 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
15 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
16 - Street A / Street F	Side-Street Stop	A	A	Side-Street Stop	A	B
17 - Street A / Site Access	Side-Street Stop	A	A	Side-Street Stop	A	B
18 - Street A / Street G	Side-Street Stop	A	A	Side-Street Stop	B	B
32 - WCR 11 / Hotel Access	Side-Street Stop	A	B	Side-Street Stop	A	B
34 - High Plains Boulevard / Site Access	---	---	---	Side-Street Stop	A	A

7.0 Year 2030 Traffic Conditions

Construction of Phase III is expected to be completed and occupied in Year 2030. The background and total traffic volumes were developed as discussed in Section 5.0. Figures 24 and 25 contain the background volumes, and the total traffic volumes are contained in Figures 26 and 27.

The results of the analysis of the background and total traffic volume scenarios are summarized in the following table. All of the intersections are expected to operate at LOS D, or better, in the total traffic volume scenarios. The exceptions are Intersection 4 which is expected to operate at LOS E during the evening peak hour and Intersection 7 which is expected to operate at LOS F during the evening peak hour. Intersections 4 and 5 are right-in/right-out accesses on SH 60. They were modeled with side-street stop-control, however, the side-street traffic will likely be controlled with a yield sign so the operation will be better than reported. Intersection 7 is not expected to warrant signalization at the completion of Phase III, so it will have side-street stop-control. It is not unusual for intersections on an arterial street with side-street stop control to operate poorly. The level of service for stop-controlled intersections is based on the lowest letter grade for the side-street movements. The detailed analysis results are summarized in Table 2 and the VISTRO analysis results are contained in Appendix B.

Intersection	Background			Total		
	Control	AM	PM	Control	AM	PM
1 - SH 60 / High Plains Boulevard	Signal	C	D	Signal	C	D
2 - SH 60 / WCR 11 / Church Access	Signal	A	A	Signal	B	A
3 - SH 60 / Carlson Boulevard	Signal	B	B	Signal	B	B
4 - SH 60 / Site Access	Side-Street Stop	A	D	Side-Street Stop	B	E
5 - SH 60 / Site Access	Side-Street Stop	A	C	Side-Street Stop	A	C
6 - High Plains Boulevard / Commercial Access	Side-Street Stop	A	B	Side-Street Stop	A	B
7 - High Plains Boulevard / Commercial Access	Side-Street Stop	B	F	Side-Street Stop	B	F
8 - High Plains Boulevard / Street A	Side-Street Stop	A	A	Side-Street Stop	A	A
13 - Street A / Site Access	Side-Street Stop	A	A	Side-Street Stop	A	A
14 - Street A / Site Access	Side-Street Stop	A	A	Side-Street Stop	A	A
15 - Street A / Site Access	Side-Street Stop	A	A	Side-Street Stop	A	A
16 - Street A / Street F	Side-Street Stop	A	B	Side-Street Stop	A	B
17 - Street A / Site Access	Side-Street Stop	A	B	Side-Street Stop	B	B
18 - Street A / Street G	Side-Street Stop	B	B	Side-Street Stop	B	B
19 - Street A / Street D	---	---	---	Side-Street Stop	B	B
20 - Street A / Street E	---	---	---	Side-Street Stop	B	B
32 - WCR 11 / Hotel Access	Side-Street Stop	B	B	Side-Street Stop	A	B
33 - WCR 11 / Street E	---	---	---	Side-Street Stop	B	B
34 - High Plains Boulevard / Site Access	Side-Street Stop	A	A	Side-Street Stop	A	A

8.0 Year 2041 Traffic Conditions

The Year 2041 background and total traffic volumes were developed as discussed in Section 5.0. Figures 28 and 29 contain the background volumes, and the total traffic volumes are contained in Figures 30 and 31. The traffic patterns are different between the Year 2041 scenario and the previous scenarios because the network is expected to be complete by Year 2041.

The results of the analysis of the background and total traffic volume scenarios are summarized in the following table. All of the intersections are expected to operate at LOS D, or better, in the total traffic volume scenarios with the exception of Intersection 34 during the evening peak hour. This intersection will have side-street stop-control and it is not unusual for intersections on an arterial street with side-street stop control to operate poorly. The level of service for stop-controlled intersections is based on the lowest letter grade for the side-street movements. Intersections 4 and 5 are right-in/right-out accesses on SH 60. They were modeled with side-street stop-control, however, the side-street traffic will likely be controlled with a yield sign so the operation will be better than reported. The operation of some of the intersections

improved from the Year 2030 traffic volume scenarios to the Year 2041 traffic volume scenarios due to the PHF assumed for each scenario. The laneage and traffic control assumed for the analysis are contained in Figure 32. The detailed analysis results are summarized in Table 2 and the VISTRO analysis results are contained in Appendix B.

Intersection	Background			Total		
	Control	AM	PM	Control	AM	PM
1 - SH 60 / High Plains Boulevard	Signal	D	C	Signal	D	D
2 - SH 60 / WCR 11 / Church Access	Side-Street Stop	D	D	Signal	A	A
3 - SH 60 / Carlson Boulevard	Signal	B	B	Signal	B	B
4 - SH 60 / Site Access	---	---	---	Side-Street Stop	A	D
5 - SH 60 / Site Access	---	---	---	Side-Street Stop	B	B
6 - High Plains Boulevard / Commercial Access	---	---	---	Side-Street Stop	B	C
7 - High Plains Boulevard / Commercial Access	---	---	---	Signal	A	B
8 - High Plains Boulevard / Street A	---	---	---	Signal	B	B
13 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
14 - Street A / Site Access	---	---	---	Side-Street Stop	B	B
15 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
16 - Street A / Street F	---	---	---	Side-Street Stop	A	B
17 - Street A / Site Access	---	---	---	Side-Street Stop	A	A
18 - Street A / Street G	---	---	---	Side-Street Stop	B	B
19 - Street A / Street D	---	---	---	Side-Street Stop	A	A
20 - Street A / Street E	---	---	---	Side-Street Stop	B	B
27 - High Plains Boulevard / WCR 50	Signal	C	C	Signal	C	C
28 - High Plains Boulevard / WCR 46	Signal	B	B	Signal	B	B
32 - WCR 11 / Hotel Access	---	---	---	Side-Street Stop	B	B
33 - WCR 11 / Street E	---	---	---	Side-Street Stop	A	A
34 - High Plains Boulevard / Site Access	---	---	---	Side-Street Stop	D	F

9.0 Auxiliary Turn Lanes

The need for left turn and right turn deceleration and right turn acceleration lanes was reviewed based on criteria that are contained in the State Highway Access Code[9] (SHAC). The following classifications apply to roadways in the study area.

- SH 60 is classified as an NR-A roadway and the speed limit is 55 MPH in the vicinity of the site.

[9] State Highway Access Code. The Transportation Commission of Colorado. Amended March 2002.

- High Plains Boulevard is classified as a principal arterial by the Town. Based on Table 6 in the Town of Johnstown Transportation Master Plan, SHAC NR-A criteria apply to principal arterials. The speed limit was assumed to be 35 MPH on High Plains Boulevard.
- WCR 11 and Street A are expected to be classified as major collector streets. Based on Table 6 in the Town of Johnstown Transportation Master Plan, SHAC NR-C criteria apply to collector streets. The speed limit was assumed to be 35 MPH on WCR 11.

A review of the need for auxiliary lanes on SH 60, High Plains Boulevard, and WCR 11 is contained in Table 4. The recommended lengths of the auxiliary lanes are contained in Table 5.

10.0 Traffic Signal Warrant Studies

Traffic signal warrant studies were performed to determine which intersections will warrant signalization. They were performed based on the requirements contained in the Manual on Uniform Traffic Control Devices[10]. Considering the data available to evaluate the warrants, the peak hour warrant was evaluated.

The following assumptions were used for the analysis.

- **Speed Limit.** The posted speed limit is 55 MPH on SH 60 and assumed to be 35 MPH on High Plains Boulevard.
- **Number of Main-Street Lanes.** On SH 60, two lanes were assumed at High Plains Boulevard and WCR 11, and one lane was assumed at Carlson Boulevard. On High Plains Boulevard, two lanes were assumed.
- **Number of Side-Street Lanes.** The following side-street lanes were assumed at each intersection.
    - SH 60 / High Plains Boulevard – two lanes
    - SH 60 / WCR 11 – one lane
    - SH 60 / Carlson Boulevard – one lane
    - High Plains Boulevard / Commercial Access (Intersection 7) – one lane
    - High Plains Boulevard / Street A (Intersection 8) – one lane
- **Side-Street Right Turning Traffic.** 50% of the right turning traffic was included in the warrant because some vehicles will be able to turn into gaps in traffic without the aid of a traffic signal.

The analysis shows that traffic signals will be warranted during the following traffic volume scenarios.

- SH 60 / High Plains Boulevard – Year 2025 total traffic
- SH 60 / WCR 11 – Year 2027 total traffic
- SH 60 / Carlson Boulevard – Year 2025 background traffic

[10] Manual on Uniform Traffic Control Devices. Federal Highway Administration. Revised May 2012.

- High Plains Boulevard / Commercial Access (Intersection 7) – Year 2041 total traffic
- High Plains Boulevard / Street A (Intersection 8) – Year 2041 total traffic

The signal warrant analysis is contained in Appendix D.

11.0 Signal Progression Analysis

A progression analysis was performed for High Plains Boulevard using PTV VISTRO software to show the peak hour progression in Year 2041. Time-space diagrams were prepared that show that two-way progression will be possible between Intersections 7 and 8 during both peak hours. The time-space diagrams contained in Appendix E show that between 42% and 50% green band efficiency can be achieved between the two signals. The signal at SH 60 was not included in the analysis because traffic would be expected to stop at SH 60 due to the limited amount for green time for north/south traffic.

12.0 Conclusions

STS has drawn the following conclusions based on the analysis performed for this project.

- **Intersection Operation.** The operation of the intersections was analyzed using PTV VISTRO software. All of the intersections are expected to operate at LOS D, or better, in the total traffic volume scenarios with the following exceptions.
    - **SH 60 / WCR 11.** This intersection is expected to operate at LOS E and LOS F following the completion of Phase I because it is not expected to warrant signalization until the completion of Phase II. Once the intersection is signalized, it is expected to operate at acceptable levels of service.
    - **Intersection 4.** This is one of two right-in/right-out intersections that are planned on SH 60. It is expected to operate at LOS E in the Year 2030 evening peak hour traffic volume scenario. The right-in/right-out intersections were modeled as stop controlled intersections, however, they will likely have yield control and operate better than reported.
    - **Intersection 7.** This intersection is expected to operate at LOS F during the evening peak hour until it warrants signalization when High Plains Boulevard is extended south to WCR 46.
    - **Intersection 34.** This intersection is expected to operate at LOS F during the Year 2041 evening peak hour traffic volume scenario.
- **Auxiliary Lanes.** Tables 4 and 5 summarize the need for auxiliary lanes and length of the lanes.

- **Traffic Signal Warrant Studies.** The following intersections are expected to warrant signalization.
    - SH 60 / High Plains Boulevard – Year 2025 total traffic
    - SH 60 / WCR 11 – Year 2027 total traffic
    - SH 60 / Carlson Boulevard – Year 2025 background traffic
    - High Plains Boulevard / Commercial Access (Intersection 7) – Year 2041 total traffic
    - High Plains Boulevard / Street A (Intersection 8) – Year 2041 total traffic
- **Signal Progression Analysis.** A signal progression analysis was performed for Intersections 7 and 8 on High Plains Boulevard to show the expected progression in Year 2041. The results of the analysis show that two-way progression will be possible during both peak hours with a green band efficiency between 42% and 50%. The signal at SH 60 was not included in the analysis because traffic would be expected to stop at SH 60 due to the limited amount for green time for north/south traffic.

Figure 32 – Laneage and Traffic Control – Year 2041

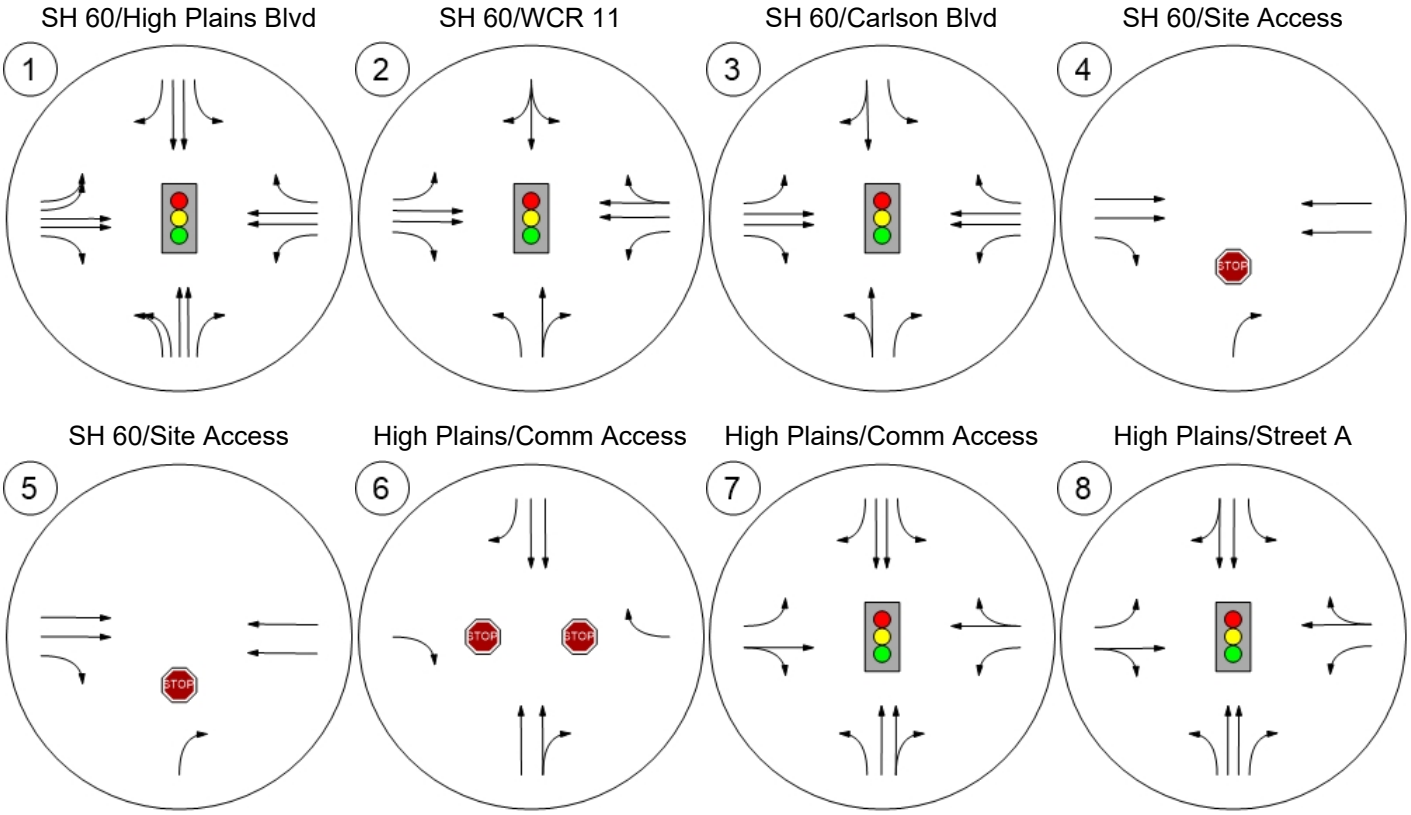


Figure 30 – Year 2041 Total Traffic Volumes – Morning Peak Hour

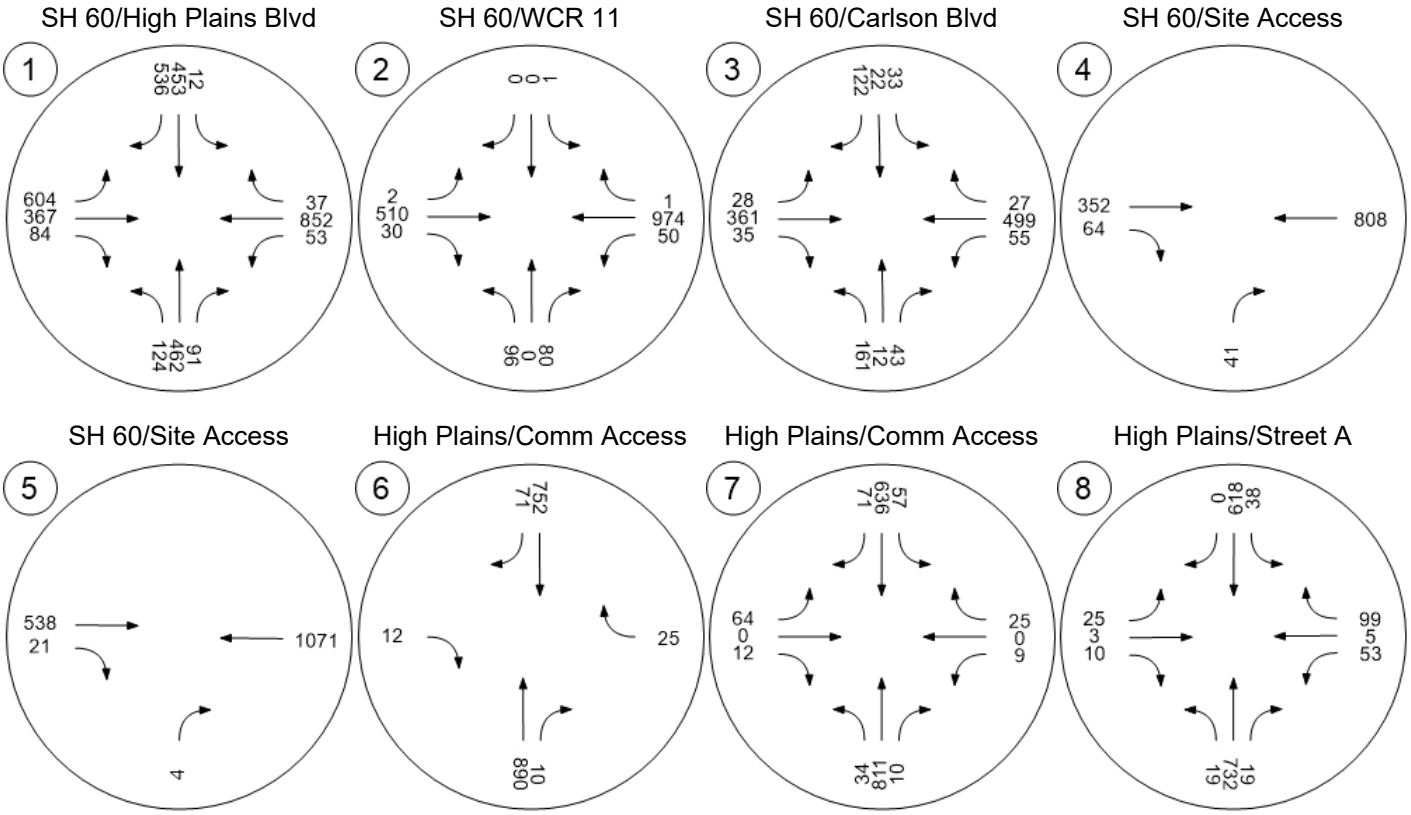


Figure 14 – Long Term Trip Assignment – Morning Peak Hour

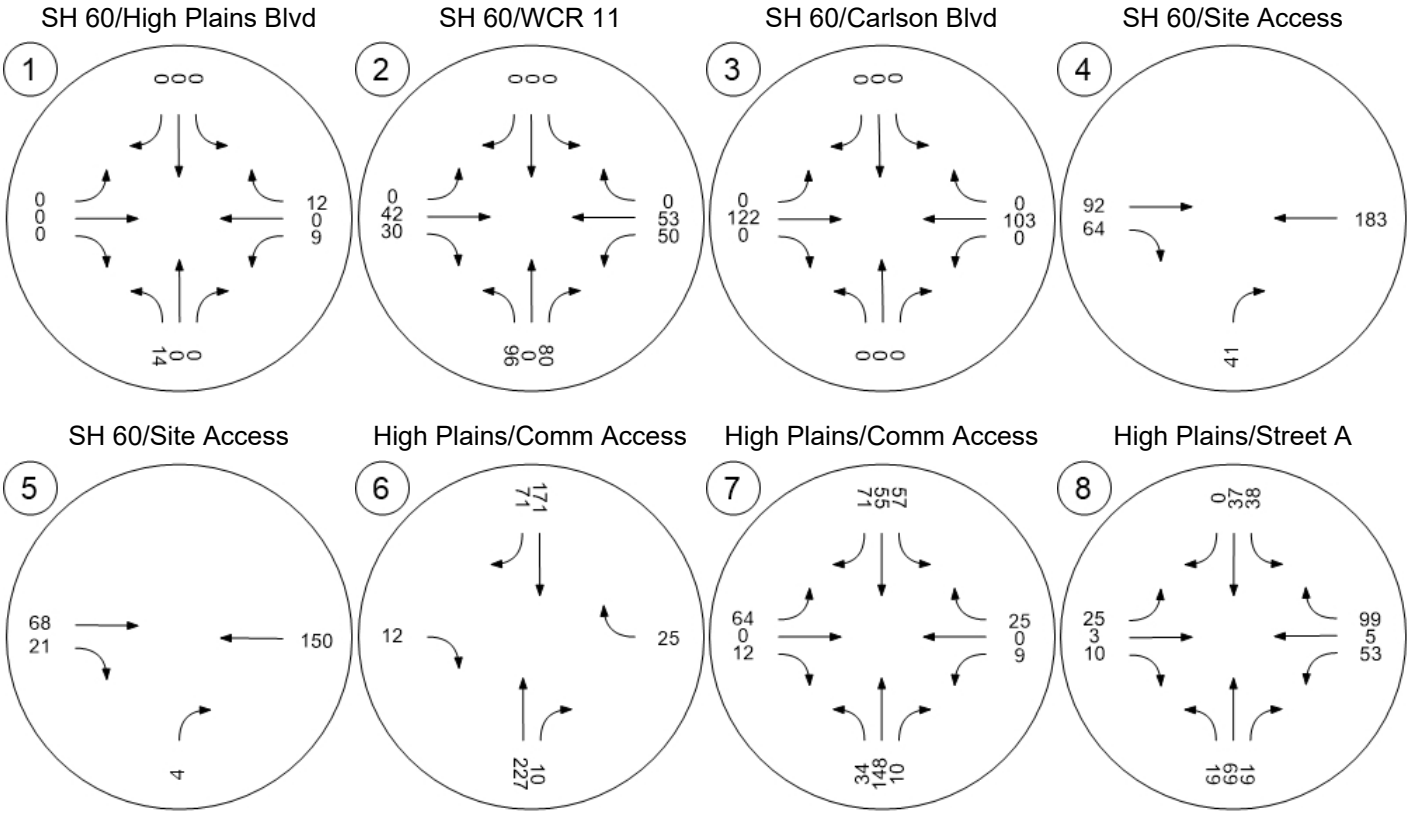
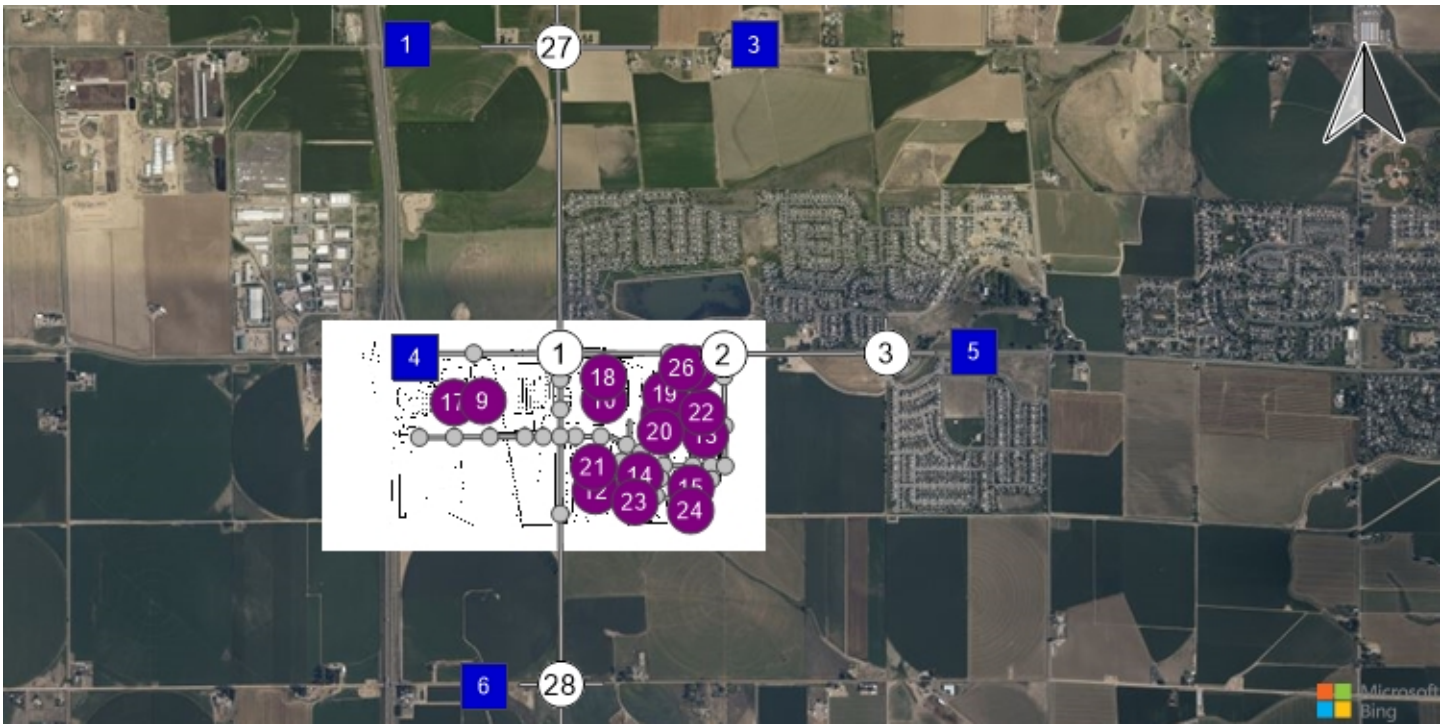
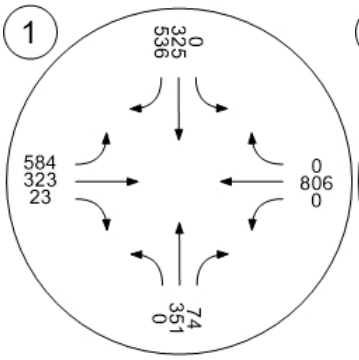


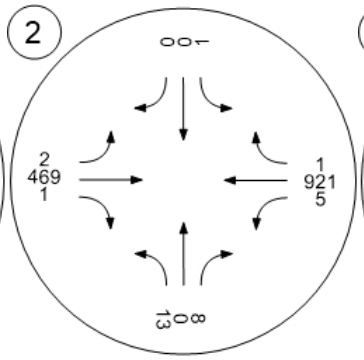
Figure 28 – Year 2041 Background Traffic Volumes – Morning Peak Hour



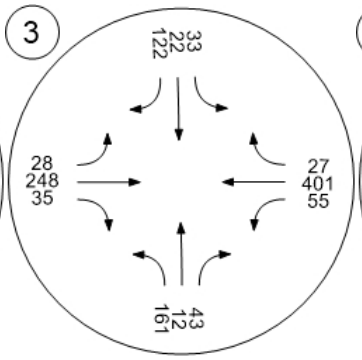
SH 60/High Plains Blvd



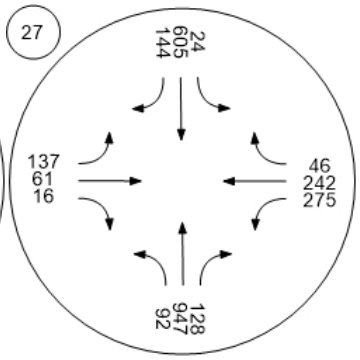
SH 60/WCR 11



SH 60/Carlson Blvd



WCR 50/High Plains Blvd



WCR 46/High Plains Blvd

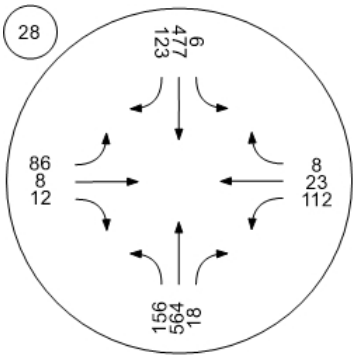


Figure 31 – Year 2041 Total Traffic Volumes – Evening Peak Hour

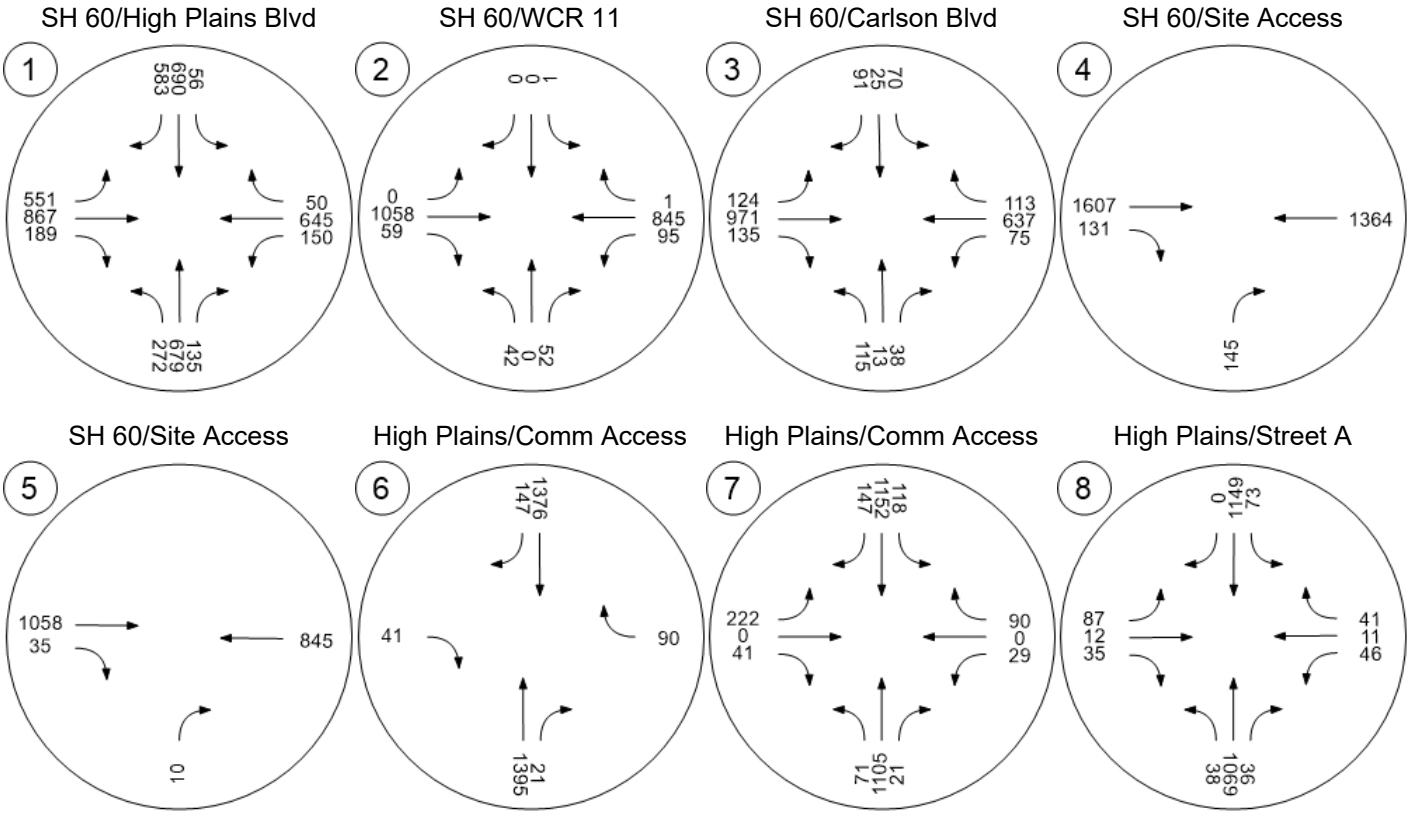
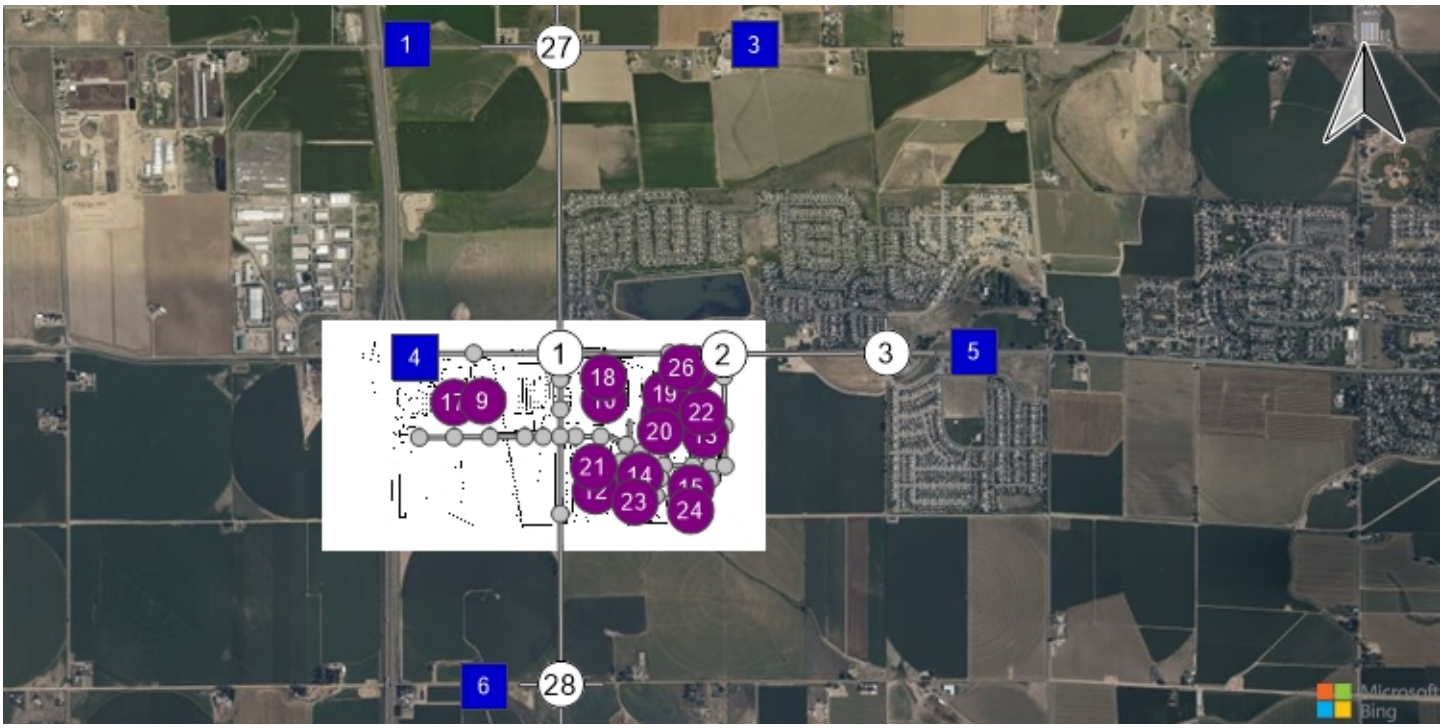
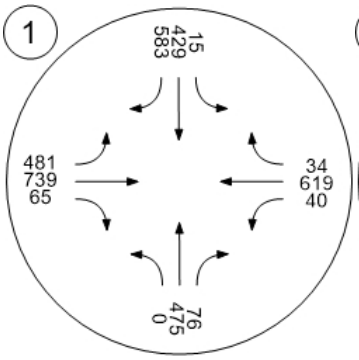


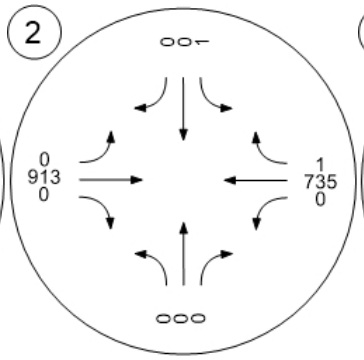
Figure 29 – Year 2041 Background Traffic Volumes – Evening Peak Hour



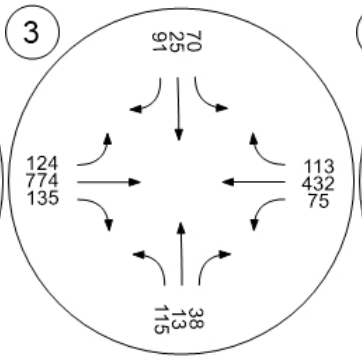
SH 60/High Plains Blvd



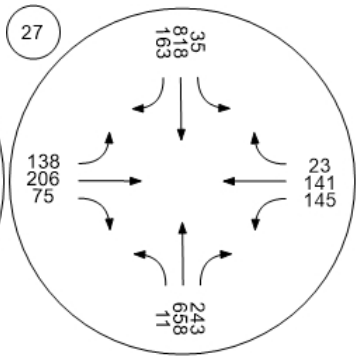
SH 60/WCR 11



SH 60/Carlson Blvd



WCR 50/High Plains Blvd



WCR 46/High Plains Blvd

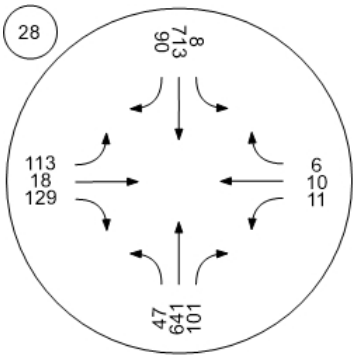
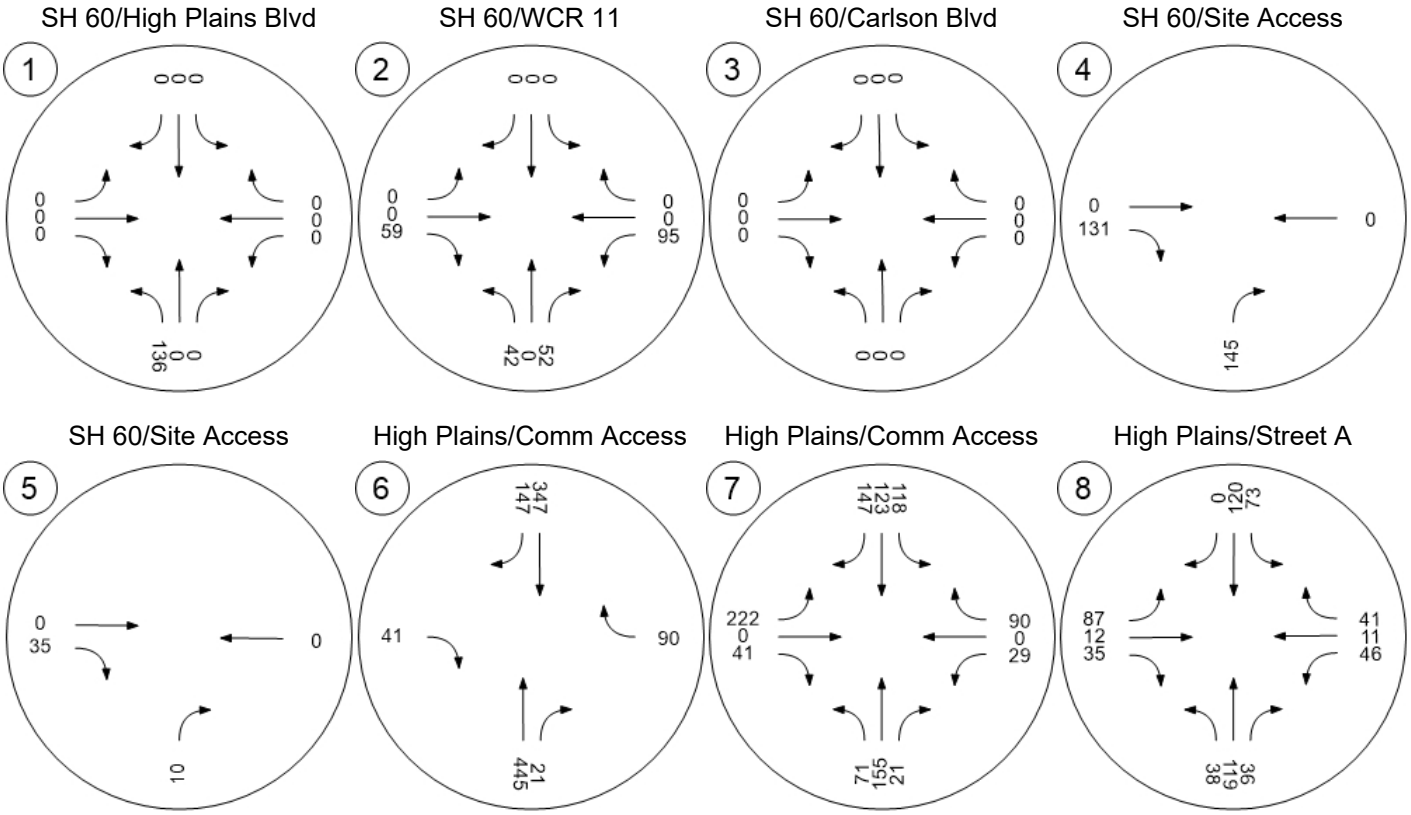


Figure 15 – Long Term Trip Assignment – Evening Peak Hour



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 15, 2022

SUBJECT: Subdivision Development and Improvement Agreement with Sauer South, LLC, for Suncatcher Subdivision Filing No. 1

ACTION PROPOSED: Consideration and Approval of the Subdivision Development and Improvement Agreement with Sauer South, LLC, for Suncatcher Subdivision Filing No. 1

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Sauer South, LLC, has requested Preliminary/Final Subdivision Plat for a development called SunCatcher Subdivision Filing No. 1, encompassing ±127 acres located on the southwest corner of Telep Ave. and Weld County Road 46.

The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and the provision and Town approval of future development plans and construction plans prior to construction of any public improvements.

Given the proposed level of development on this site, presently, Exhibit B-3 – Special Provisions allows the Developer to pay the Stormwater System Development Fees required by Johnstown Municipal Code, Section 13-173 in two parts – one, prior to plat recordation, for approximately 58 acres that will be platted as a "lot" and developed as the proposed Solar Farm; the second for the remaining 69 acres, upon resubdivision for future development (required to create developable lots).

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Subdivision Development and Improvement Agreement with Sauer South, LLC, for SunCatcher Subdivision Filing No. 1.

SUGGESTED MOTIONS:

For Approval
I move to approve the Subdivision Development and Improvement Agreement with Sauer South, LLC, for SunCatcher Subdivision Filing No. 1.

For Denial
I move to deny the Subdivision Development and Improvement Agreement with Sauer South, LLC, for SunCatcher Subdivision Filing No. 1.

Reviewed and Approved for Presentation,

Town Manager

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Suncatcher Subdivision Filing No. 1)

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 ("Town") and **Sauer South, LLC**, a Colorado limited liability company ("Developer").

WITNESSETH:

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 Suncatcher Subdivision Filing No. 1 ("Development"); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution 2022-_____, containing terms and conditions of approval of the Final Plat, if any, 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**.

1.4 **"Development"** shall mean all the Property, property rights and Subdivision Improvements within or associated with the legal description in **Exhibit A**.

1.5 **"Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.6 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.7 **"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.

1.8 "**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.

1.9 "**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.

1.10 **"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.

1.11 **"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.

1.12 **"Performance Guarantee"** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans.

1.13 **"Subdivision Improvements"** shall mean the Public Improvements and Private Improvements.

1.14 **"Town"** shall mean the Town of Johnstown, Colorado.

1.15 **"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 ***Construction Schedule:*** Developer shall construct the Public Improvements in accordance with a subsequently agreed-upon schedule. 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 a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.1 ***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:*** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners' association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the appropriate County Clerk and Recorder and the homeowners' association shall thereafter be deemed to be established.

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 a metropolitan district; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special 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 Unless otherwise approved by the Town, an owners' association or similar shall own and maintain the 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, Developer 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 uses other than a solar facility, 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) Developer has executed the operations and maintenance agreement related to the stormwater infrastructure; (8) 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 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan 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 insured 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, 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 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. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, and without limitation, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or tap hook-ups for any area within the Development. Notwithstanding these rights and remedies, the Town may pursue whatever

additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, 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 facsimile or electronic mail delivery, but only upon confirmation of receipt of such facsimile or 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 TOWN:

TOWN OF JOHNSTOWN
Attention: Town Manager
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

TO DEVELOPER:

SAUER SOUTH, LLC
Attn: Cynthia Sauer
6681 County Road 50
Johnstown, CO 80534
Email: cindys@skybeam.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.

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 Weld County, Colorado.

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

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

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

13.15 ***No Third-Party Beneficiaries.*** No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services or materials for the Subdivision Improvements 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 5th day of AUGUST, 2022.

Sauer South, LLC

By: Cynthia Sauer

Name: Cynthia Sauer, Operating Manager
Sauer South, LLC

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this 05 day of August, 2022, by Cynthia Sauer as Operating Manager of Sauer South, LLC

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: 11/20/2024

JUAN PABLO MEZA AVALOS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204041071
MY COMMISSION EXPIRES 11/20/2024

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
(Suncatcher Subdivision Filing No. 1)

EXHIBITS

TABLE OF CONTENTS

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

EXHIBIT A

LEGAL DESCRIPTION
(Property)

Lot A of Recorded Exemption No. 1059-18-1-RE 1008, located in Northeast Quarter of Section 18, Township 4 North, Range 67 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 125.158 acres.

EXHIBIT B-1

PLAT

(SEE ATTACHED)

EXHIBIT B-2

(RESOLUTION APPROVING PLAT)

(SEE ATTACHED)

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Notwithstanding any provision in this Agreement to the contrary, the Parties recognize and agree that Developer has sought and obtained approval of the Final Plat in conjunction with the subdivision of the Property without the current intent to develop the Property and install the Subdivision Improvements, notwithstanding the proposed Use by Special Review for a solar farm facility with limited on-site development and no public improvements. The Parties are executing this Agreement in order that certain of Developer's rights and obligations with respect to the Development and the construction and installation of the Subdivision Improvements within the Development are mutually understood, agreed-upon and binding upon Developer's successors, assigns, transferees and shall run with the Property. Prior to development of any portion of the Property, the property owner or developer of such portion of the Property may be required to execute an amendment to this Agreement or other similar future agreement addressing development of such portion of the Property and the special conditions, if any, related thereto. No Developer shall construct Public Improvements without first obtaining Town approval of Civil Engineering Construction Plans applicable to such portion of the Property nor shall a Developer construct Private Improvements without first obtaining Town approval of a Development Plan applicable to such portion of the Property.

2. The final determination of public improvement development obligations shall accompany approved Civil Engineering Construction Plans and be included in amendments to this Agreement or other similar future agreements with the Town related to the Development. The obligations may include, but are not limited to, road construction, right-of-way and trail improvements, sanitary sewer, water, and stormwater improvements pursuant to the Town's Master Drainage Plan, participation in the configuration of affected intersections, pro-rata financial participation in the cost of traffic signals, and ditch, railroad and/or easement crossing agreements. Cost-sharing or reimbursement agreements, on pro rata basis, may be available for the portion of the foregoing improvements that materially benefit surrounding properties.

3. Stormwater fees, as required by Johnstown Municipal Code Chapter 13, will be assessed prior to recordation of this plat for the proposed Lot 1 intended for solar farm development, for that 58.366-acre lot. Future development will require additional resubdivision processes and plats, and the remainder of the stormwater fees for the total remaining gross acreage of 69.312 Acres shall be due with the next subdivision, based upon the Town's fee schedule at that time.

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS

[INTENTIONALLY OMITTED]

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 Suncatcher Subdivision Filing No. 1, dated the day _____of _____, 20____, between the Town of Johnstown and Sauer South, LLC.

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

Quarterly/Annual Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2022 Q2 Financials – Attachments Included

Starting Balance:	$ 14,532.39
Cash In:	$ (1) Monthly Quarterly Treasurer's Report
Expenditures:	$ (2) Monthly Quarterly Treasurer's Report
Ending Balance:	$ 8,103.59

Strategic plan to revitalize the Town's historic downtown

Events

Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.

1. We hosted a Cinco de Mayo event downtown and the turnout was great, we estimate that we have a few thousand people throughout the time of the event.
2. Many of our JDDA Board members are also on the BBQ Day Committee and that event was a HUGE Success!
3. We also started planning for the upcoming Fall Fest!
4. We hosted a workshop that was Free to JDDA Members and cost $40 for nonmembers. It was with Yellow Wagon Leadership and the focus of the workshop was to attract and retain quality employees as a small business.
    - We had about 9 attendees and the workshop was 3 hours long and very beneficial and the attendees really liked what they learned!

Upcoming Events for 2022:

1. Field Trip to all downtown businesses – 3rd Tuesday in August – 8/16/2022
    a. We invited all of our members as well as many other businesses to join us for a tour around Historic Downtown Johnstown. Only JDDA members will be able to show their businesses and non members are welcome to join us.
    b. We also asked businesses outside of the downtown boundaries if they are interested in do business tours and we would love to set those up. For example out by Scheels! The intent for this event is to bring businesses together to meet on another and to see the inside of each others business.

2. Fall Festival – 3rd Sunday in September – 9/17/2022

3. Trick or Treat Street – the Saturday before Halloween – October 29, 2022

4. Johnstown Jingle – 1st Sunday in December – 12/3/2022

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Welcome Bags – This program is still very successful, and we are delivering, on average, 40-45 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.

2. We continue to approach other business in the area about joining the DDA.

Community Give Back/Involvement

Social Media/Website

Downtown Businesses Update – Q4 2021

JDDA Members: 29 members at the end of 2021 and 34 paid at the end of Q2

New businesses/relocated businesses in Downtown Johnstown:

Businesses that have closed/moved out of Downtown Johnstown:

Employment opportunities available:

What the JDDA Members want from this organization

These are things that the business owners shared with us that they would like to see!

Community/common goals/events

Networking events?

Learning platform/classes (info on social media)/business topics

Johnstown/Milliken Connect (info to share third Thursday am) Contact Betsy to get involved.

Add an event in March? Easter? Mardi Gras? St. Patrick's Day? Beer crawl? Weather an issue indoor space? How can we get other businesses involved? Taste of Johnstown / Events near Hays

Beer garden? Scavenger hunt? Kids near beer garden backyard? Adults only area Shaded area

Sponsorship opportunities

Entertainment District

JDDA Home show (10 businesses?)

Johnstown Downtown Development Association

Statement of Activity

April - June, 2022

	TOTAL
Revenue	
Beer Garden Sales	1,652.50
Designated Contributions	1,545.41
Dues income	1,915.88
Event Income	2,413.95
Total Revenue	**$7,527.74**
GROSS PROFIT	**$7,527.74**
Expenditures	
Advertising	157.50
Website	76.34
Total Advertising	**233.84**
Bank Charges	28.37
Event Expenses	9,281.30
Insurance	3,530.00
Legal, Accounting and Professional	507.50
QuickBooks Payments Fees	18.63
Rent	158.37
Total Expenditures	**$13,758.01**
NET OPERATING REVENUE	**$ -6,230.27**
NET REVENUE	**$ -6,230.27**

Johnstown Downtown Development Association

Statement of Financial Position

As of June 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBQ Days acct 8128	50,582.88
General Fund	8,087.49
Petty Cash	16.10
Total Bank Accounts	**$58,686.47**
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	**$0.00**
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$58,686.47**
TOTAL ASSETS	**$58,686.47**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
BBQ Days holding account	50,713.53
Total Other Current Liabilities	**$50,713.53**
Total Current Liabilities	**$50,713.53**
Total Liabilities	**$50,713.53**
Equity	
Retained Earnings	15,084.13
Net Revenue	-7,111.19
Total Equity	**$7,972.94**
TOTAL LIABILITIES AND EQUITY	**$58,686.47**

TOWN OF JOHNSTOWN
CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made and entered this 26th day of July, 2022, by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town"), and A-One Chipseal a Colorado corporation ("Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, the Town seeks to Chipseal 35,400 SY, Various Locations

WHEREAS, the Contractor has the requisite skills and experience to perform the work; and

WHEREAS, the Town desires to engage the services of Contractor to perform the work and Contractor desires to perform the work described herein for the Town; and

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

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Scope of Work and Standard of Performance.

   A. Contractor agrees to perform the work set forth on the proposal dated July 14,2022, which is attached hereto and incorporated herein by reference as Exhibit A ("Work"). The scope of the Work shall not be changed absent written agreement of the Parties. Contractor shall furnish all labor, services, materials, tools, and equipment for the construction and completion of the Work. To the extent of a conflict between the terms of this Agreement and of Exhibit A, this Agreement shall control.

   B. Contractor shall undertake the Work in a thorough and workmanlike manner in every respect and in compliance with all applicable building codes and requirements to which the Work is subject. Contractor shall conform to the standards of quality normally observed by a person practicing in such Contractor's profession. Contractor shall at all times comply with applicable workplace and occupational safety requirements under state and federal law.

   C. Contractor has familiarized itself with the nature and the extent of the Work, the physical characteristics of the Property and the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.

2. Progress and Completion of Work.

A. Contractor shall commence the Work as soon as practicable after a pre-construction meeting. The Work shall be substantially completed, as determined by the Town, in its discretion, no later than August 30, 2022, subject to agreed extensions of time as authorized by the Town in writing, and shall be finally complete no later than September 13, 2022.

B. Timely completion of the Work is essential. Time is of the essence in all respects regarding the undertakings of Contractor under this Agreement. Therefore, Contractor shall carry out the Work with all due diligence.

C. Among other factors that the Town may consider, the Work shall be considered finally complete when all work has been finished, the Town has performed an inspection and accepted the work in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety.

D. Until final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all building materials and shall properly store same, if necessary. Contractor shall correct or replace, at its own expense and as required by Town, any building material or portions thereof which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by this Agreement. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

E. Upon the Town's written acceptance of the Work, Contractor shall be released from further obligation except as set forth in the surety bond, the guarantee set forth in Section 7 or as otherwise provided in this Agreement.

3. Payment to Contractor.

A. Contractor agrees to accept an amount not to exceed $156,910.00 as full payment for the Work. No funds payable under this Agreement shall become due and payable until the Contractor provides the Town with satisfactory assurances that Contractor has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith.

B. The Town has appropriated the money necessary to fund the Project. No change order or other form of directive shall be issued by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original contract amount, unless the Town provides written assurance to the Contractor that lawful

appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Agreement.

C. On a monthly basis, Contractor shall submit to the Town for review and approval an application for payment fully completed and signed by Contractor describing the work completed through the last payment and accompanied by such supporting documentation as may be requested by the Town. Materials on hand but not complete in place may be included for payment. The Town shall, within thirty (30) days of receipt of Contractor's completed application for payment, pay an amount equal to ninety-five percent (95%) of the requested payment, with the remaining five percent (5%) held as retainage.

D. Except as otherwise provided herein, upon final completion of the Work, the Town shall, within thirty (30) days, pay to Contractor the retainage accumulated hereunder in addition to any other sums properly due Contractor upon final completion.

E. Neither the payment of any progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material.

F. Contractor shall provide Town with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor.

G. Notwithstanding any other provision of this Agreement, the Town may withhold funds if required to do so pursuant to the Colorado Public Works Act, §§38-26-101, *et seq.*, C.R.S., as amended.

4. Ownership of Plans, Specifications, and Documents.

All of the plans (if any) and the contract documents are and shall remain the property of the Town.

5. Insurance and Bonds.

A. Contractor shall not commence work under this Agreement until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this Section 5. Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or type.

B. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages set forth below:

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each accident with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

D. Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this project and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of the Contractor to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the Town may immediately terminate the Agreement, or, at its discretion, may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

F. Contractor shall furnish a performance bond and payment bond in an amount at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the Agreement, including but not limited to the guarantee period provided in Section 7 below. All bonds shall be in the forms approved by the Town. These bonds shall remain in effect at least until two years after the date of final payment. All bonds shall be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

G. The Parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this 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, or otherwise available to the Town, its officers, or its employees.

6. Indemnification.

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, omission, or other fault of the Town.

7. Contractor's Guarantee of Work.

Contractor shall guarantee all work under this Agreement as being free of defects for a period of two (2) years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of Contractor's guarantee period due to defective or inferior materials or workmanship, or due to the failure to construct the Work in accordance with the Agreement, then the Contractor shall, upon notice by Town, immediately place such guaranteed work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guarantee. However, Town shall not have any work performed independently to fulfill contractor's guarantee and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

8. Independent Contractor.

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

9. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, and only in the event the Town is the prevailing party, the Town shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

10. No Assignment.

This Agreement shall not be assigned by the Contractor without the prior written approval of the Town. Contractor shall have the right to employ such assistance as may be required for the performance of the Work, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

11. Governing Law and Venue.

The interpretation and enforcement of this Agreement shall be in accordance with Colorado law. The Parties agree to the jurisdiction and venue of the courts of Weld County, Colorado, in connection with any dispute arising out of or in any matter connected with this Agreement.

12. Dispute Resolution.

In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally.

13. Notice.

Any notice required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a nationally recognized overnight delivery service, by certified mail or by e-mail (on condition of confirmation of receipt), as appropriate, to: (i) if to Contractor, the last-known physical address or email address of Contractor or (ii) if to the Town, to, Matt LeCerf, Town Manager, 450 S. Parish Avenue, Johnstown, CO 80534, mlecerf@townofjohnstown.com.

14. Acceptance of Work.

No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Agreement, and that all claims for materials provided or labor performed have been paid or set aside in full.

15. Waiver.

No waiver of any breach of this Agreement by Town or anyone acting on behalf of Town shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. No Presumption.

The Parties acknowledge that each 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.

17. Severability.

If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be

invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

18. Amendment.

This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

19. No Personal Liability.

In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Town, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

20. Required Colorado Immigration Certification.

Pursuant to § 8-17.5-101, C.R.S., *et. seq.*, Contractor by its signature hereto certifies and represents that at this time:

(i) Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Contract; and

(ii) Contractor will participate in the E-VERIFY program authorized under 8 U.S.C., Section 1324(a), jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-VERIFY Program"), or the Colorado Department of Labor and Employment program established under § 8-17.5-102 (5) (c), C.R.S., in order to confirm the employment eligibility of all employees who are newly-hired for employment within the United States.

Unless the E-VERIFY Program has been discontinued as of the date of this certification, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-VERIFY program.

Contractor is prohibited from using the E-VERIFY Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, Contractor shall:

(i) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the worker without authorization; except that Contractor shall not

terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in subsection 8-17.5-102 (5), C.R.S.

If Contractor violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

21. Colorado Labor Clause.

Contractor agrees, pursuant to Title 8, Article 17, C.R.S., as amended, that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. "Colorado labor" as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

22. Equal Opportunity Employer.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation.

23. Headings.

The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement 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 the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The 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 the Contractor.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
~~Diana Seele~~, Town Clerk
Hannah Hill

By: Matt LeCerf
Matt LeCerf, Town Manager

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, COLO.

A-One Chipseal

By: Josh Krueger

Name: Josh Krueger

Title: Vice President

STATE OF COLORADO)
) ss
COUNTY OF Adams

SUBSCRIBED AND SWORN to before me this 25 day of July 2022, by Josh Krueger as the Vice President of A-1 Chipseal Co

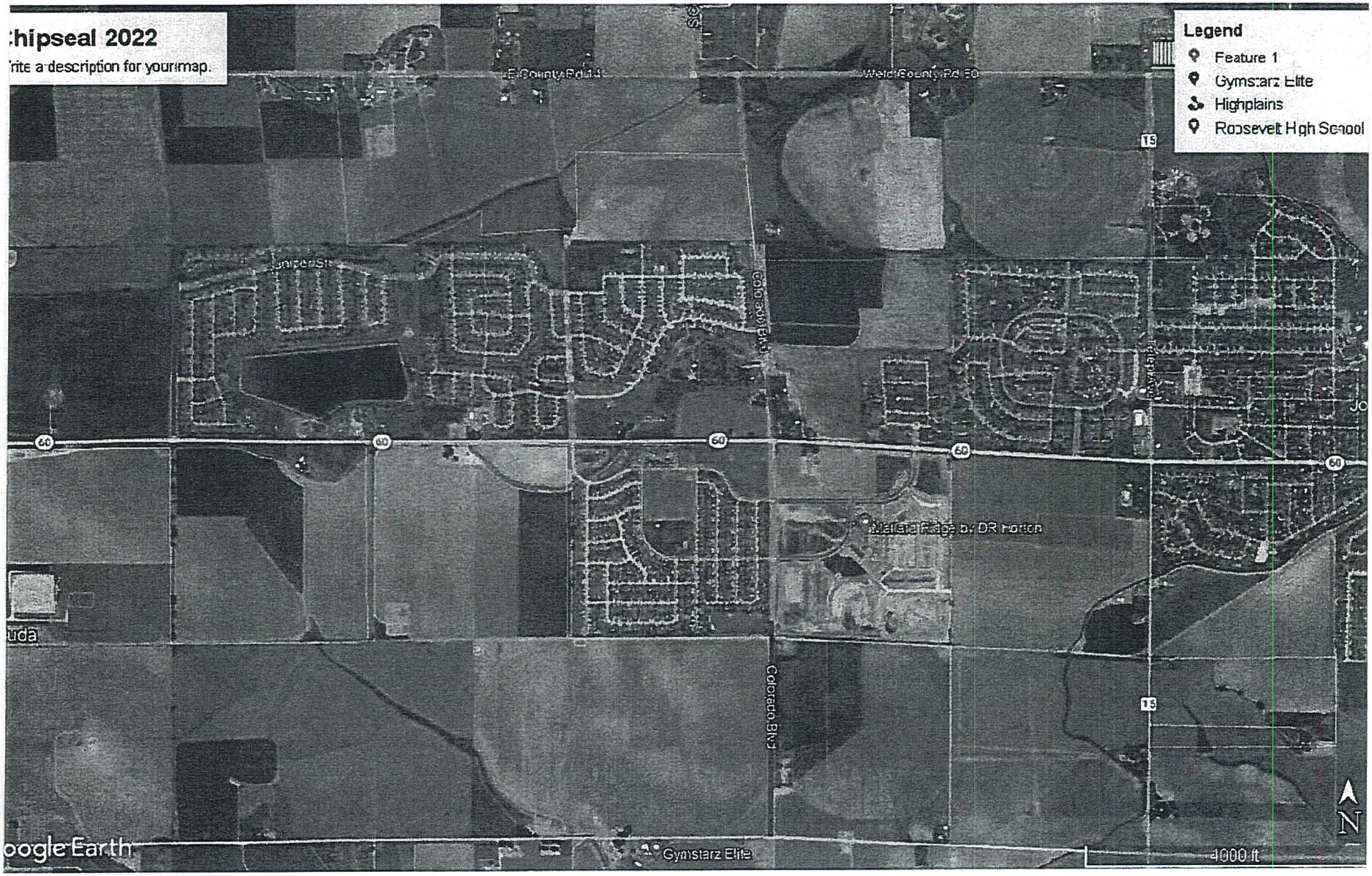
WITNESS my hand and official seal.

My commission expires: 4-2-2025

Stephanie Wallis
Notary Public

STEPHANIE WALLIS
Notary Public
State of Colorado
Notary ID # 20054012221
My Commission Expires 04-02-2025

EXHIBIT A
SCOPE OF THE WORK


Chipseal 2022
Write a description for your map.
Legend
Feature 1
Gymstarz Elite
Highplains
Roosevelt High School
E County Rd 14
Weld County Rd 50
Juniper St
Colorado Blvd
Mallard Ridge by DR Horton
Gymstarz Elite
Google Earth
4000 ft
N

A-ONE CHIPSEAL

www.a-1chipseal.com

Customer	Attention	Date
Johnstown, Town of	**Mark Stanley**	**07/14/22**
P.O. Box 609	**970-481-9252**	Proposal #
Johnstown, CO 80534-	**MStanley@JohnstownCO.gov**	**30070**
Proposal for	**Fax: (970) 587-0141**	

Johnstown Chipseal - Highplains, Colorado, Telep - Johnstown

Item#	Description	Qnty/Unit	Unit Price	Total Price
	Option# 1 Chipseal 35,400 Square Yards			
01	**Mobilization** Mobilization to and from the jobsite.	1 LS	$10,000.00	$10,000.00
02	**Chipseal** 3/8" Chipseal in place on existing asphalt pavement. *All labor, material, equipment, and traffic control necessary shall be furnished. *All work shall be done in accordance with the Standard Specifications for Chipseal Applications. Snow Plow Damage Tips: *Utilize snow plows that have a rubber edge blade, the use of a straight steel edge blade at high speeds can "chatter" and damage the chip seal *Slower speeds when plowing will help diminish snow plow damage *Not plowing all the snow off and leaving some snow on the surface helps to extend the life of a chip seal *Use smaller size aggregates, because they are less susceptible to plow damage	35,400 SY	$4.15	$146,910.00
	Accepted_____	**Total for Option# 1**		**$156,910.00**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moody Insurance Agency, Inc.
8055 East Tufts Avenue
Suite 1000
Denver CO 80237

CONTACT NAME: Moody Insurance Agency
PHONE (A/C, No, Ext): (303)824-6600 FAX (A/C, No): (303)370-0118
E-MAIL ADDRESS: certrequest@moodyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Co of America	12572
INSURER B: Pinnacol Assurance	41190
INSURER C: Evanston Insurance Company	35378
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A-1 Chipseal Company, DBA: Rocky Mountain Pavement, LLC
2505 E. 74th Ave
Denver CO 80229

COVERAGES CERTIFICATE NUMBER: 22/23 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		S2501487	02/01/2022	02/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S2501487	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S2501487	02/01/2022	02/01/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4055760	02/01/2022	02/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Pollution Liability			CPLMOL105319	02/01/2021	02/01/2023	Each Occurrence Limit	$5,000,000
							Aggregate Limit	$5,000,000
							Deductible	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Johnstown
450 S. Parish Ave
Johnstown CO 80534

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Moody Insurance Agency

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
Moody Insurance Agency, Inc.		A-1 Chipseal Company, DBA: Rocky Mountain Pavement, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Additional Named Insureds:
A-1 Chipseal Company
DBA Rocky Mountain Pavement, LLC
Black Rock Material & Supply, LLC

Location Schedule:
2505 E. 74th Avenue, Denver, CO 80229
7231 Cole VW, Colorado Springs, CO 80915
7520 & 7560 Space Village Avenue, Colorado Springs, CO 80929
1100 Hariem, Pueblo CO 81001
10800 Highway 90, Arvada CO 80007

Inland Marine Policy:
Policy Number: S2501487
Policy Effective Dates: 2-1-2022 to 2-1-2023
Insurer: Selective Insurance Company of America
Total Combined Scheduled Contractor's Equipment Value: $6,893,372
Scheduled Contractor's Equipment Deductible: $10,000
Leased & Rented Equipment From Others Limit: $1,000,000

General Liability Policy:
General Liability Deductible: $2,000
CG 73 00 01/19 From Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CG 79 88 01/19.
Blanket Waiver of Subrogation applies only to the extent provided in from CG 73 00 01/19.
General Liability Policy is Primary and Non-Contributory only to the extent provided in form CG 79 88 01/19.

Auto Liability Policy:
Physical Damage Deductibles: Comprehensive: $2,500, Collision: $2,500
CA 78 09 / From Attached Includes:
Blanket Additional Insured status applies only to the extent provided in form CA 78 09 11/17.
Blanket Waiver of Subrogation applies only to the extent provided in from CA 78 09 11/17.

Umbrella Policy:
Umbrella Policy is on a follow1) form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability.
Additional insured status will follow when required by written contract, including Primary and Non-Contributory Status.

Worker's Compensation Policy:
359-B Form Attached Includes:
Blanket Waiver of Subrogation status applies when required by written contract.

Please Note Hard Copies of Endorsement will not be sent out via mail. All Endorsements will only be sent electronically via email. Please send your email address to certrequest@moodyins.com for forms and future mailings

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PINNACOL
ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4055760

A-1 Chipseal Company dba Rocky Mounta
Rocky Mountain Pavement LLC
2505 E 74th Ave
Denver, CO 80229

Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date:February 1, 2022 Expires on: February 1, 2023
Pinnacol Assurance has issued this endorsement January 26, 2022

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Copyright, 2017 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

   Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

Copyright, 2017 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   (a) The operational safety of the vehicle might otherwise be impaired;
   (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

Copyright, 2017 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

a. Permanently installed in or upon the covered "auto" at the time of the "loss";

b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

Copyright, 2017 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

Copyright, 2017 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors	
• Lessors of Leased Equipment	
• Managers or Lessors of Premises	
• Mortgagees, Assignees and Receivers	
• Any Other person or organization other than a joint venture	
• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS PAGE IS INTENTIONALLY LEFT BLANK.

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

INSURED'S COPY

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee ".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY,** Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **1.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(2) The construction, erection or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.** through **4.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
   a. The insured; or

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSUREDS

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

c. The coverages provided in Paragraphs **a.** and **b.** do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. **Exclusions**

(1) With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations,** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Conditions**

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

(1) The additional insured is a Named Insured under such other insurance.

(2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

(1) Personal property in the care, custody or control of the insured; and

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

(2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **(1)** and **(2)** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **(1)** and **(2)** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) IN SURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

(v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion **(SECTION I — COVERAGES; COVERAGE A,** exclusion **e.)** does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph **c.** is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph **f.(1)** is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement"

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

Copyright, 2018 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.